

**Board of Public Works Meeting**  
**August 20, 2019**



**AGENDA  
BOARD OF PUBLIC  
WORKS**

**A Regular Meeting of the Board of Public Work to be held Tuesday August 20<sup>th</sup>, 2019 at 5:30 p.m.,  
in the Utilities Board Conference Room at 600 E. Miller Dr. Bloomington, Indiana**

**I. MESSAGES FROM BOARD MEMBERS**

**II. PETITIONS & REMONSTRANCES**

**III. HEARING ON EXCESSIVE GROWTH APPEAL**

1. Appeal Excessive Growth Citation #43892 at 135 N. Clark St.

**IV. TITLE VI ENFORCEMENT**

1. Approve Abatement of Property at 125 E. Sunny Slopes Dr.
2. Approve Abatement of Property at 805 S. Westpoint Ct.
3. Approve Abatement of Property at 1000 W. Countryside Ln.

**V. CONSENT AGENDA**

1. Approve Minutes 8-6-19
2. Resolution 2019-78: Approve 2019 Lotus World Music and Arts Festival (Thursday, September 26<sup>th</sup> - Sunday, September 29<sup>th</sup>)
3. Approve Resolution 2019-79: Approve 2019 Walk to End Alzheimer's (Sunday, September 15<sup>th</sup>)
4. Approve Outdoor Lighting Service Agreement with Duke Energy for Metered Surface Lot at 4<sup>th</sup> and Dunn St.
5. Resolution 2019-81: Approve Request for Use of the Public Right-of-Way for Dumpster Placement on W. 8<sup>th</sup> Street from Weddle Brothers (Thursday, August 22<sup>nd</sup> – Friday, January 3<sup>rd</sup>, 2020)
6. Approve Payroll

**VI. NEW BUSINESS**

1. Approve Construction Inspection Contract with The Etica Group, Inc., for the School Zone Enhancement Project
2. Approve Construction Inspection Contract with Butler, Fairman & Seufert, Inc., for the Rogers, Henderson, and Winslow Multiuse Path Projects
3. Approve Change Order #1 with Groomer Construction for Downtown Curb Ramp Improvements Phase II Project
4. Approve Right-of-Way Services Contract with BFS, Inc., for Jackson Creek Trail Phase II Project
5. Resolution 2019-80: Approve Public Right-of-Way Acquisition for Jackson Creek Phase II Project
6. Approve Extension Request from Duke Energy for Temporary Road/Alley Closures (Friday, November 29<sup>th</sup>)
7. Approve Request for Use of the Public Right – of – Way from Strauser Construction (Monday, September 2<sup>nd</sup> – Wednesday, November 6<sup>th</sup>, 2020)
8. Approve Award of Construction Contract to E&B Paving, Inc., for the Moores Pike Sidewalk Project
9. Approve Award of Contract for 2019 Walnut Street Garage Stairwell Repair
10. Approve Grant of Easement to Duke Energy along Dunn St. Route

**VII. STAFF REPORTS & OTHER BUSINESS**

**VIII. APPROVAL OF CLAIMS**

**IX. 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](mailto:public.works@bloomington.in.gov)**



**STAFF REPORT**  
**Appeal of Excessive Growth Fine**  
**Ticket #43892**

Appellant Information:

Adam McAndrews (tenant)  
135 N. Clark St.,  
Bloomington, IN 47408  
Date Appealed: 8/3/2019

Citation Information:

Issued: 8/1/2019  
By: Kenny Liford  
Place: 135 N. Clark St.  
For: Excessive growth

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Attachments:

1. Notice of Violation
2. Lease/Rental Agreement
3. Appellant's Appeal of Excessive Growth
4. Photographs of the overgrowth.

Facts & Discussion:

1. Bloomington Municipal Code 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On August 1, 2019, Neighborhood Compliance Officer Kenny Liford inspected the property located at 135 N. Clark St., Bloomington, IN (Hereinafter the “Property”) and personally observed that weeds and grass had grown to a height in excess of eight inches in violation of BMC 6.06.050. Officer Liford issued a Notice of Violation with a fine of \$50.00 under ticket number of 43892 for excessive growth in violation of BMC 6.06.050 (Hereinafter the “NOV”).
3. The NOV was delivered by first class mail to the owner of the property and a copy left in a conspicuous place on the Property in compliance with 6.06.070(b).
4. Adam McAndrew is a tenant at the Property and is a person who shall be considered a responsible party under 6.06.070(a).
5. A lease for this property was presented in compliance with BMC 6.06.070(a) thereby removing the owner of the Property from responsibility for this NOV.
6. Mr. McAndrew does not deny the property was overgrown in violation of Title 6 but instead offers an explanation for why the property was overgrown by stating that “On my days off it had rained. The property is like a bowl for water on our road. It takes a little time to dry for proper lawn mower operation.
7. Officer Liford will state to this board that \_\_\_\_\_.
8. The ticket was properly issued, notice properly given and the fine assessed per BMC.

Staff Recommendation:

The Appeal should be denied.

Appeal of Excessive Growth Citation to the Board of Public Works

RECEIVED

AUG 07 2019

City of Bloomington  
Department of Public Works  
401 North Morton Street, Suite 120  
Phone (812)349-3410  
Email: Public.Works@Bloomington.IN.gov

Please complete this form in its entirety. Use black or blue ink only and Print legibly. A copy of the Excessive Growth citation you were issued **MUST** be attached to this form. You are encouraged to attach all documents that you believe support your appeal. **All of these documents must be submitted within seven (7) days** after the citation was issued. The Board of Public Works will primarily consider the written materials submitted, including: this appeal form, documents you provide, a statement from the police officer including any complaints made, and staff recommendations. In addition, on the date given below, you will have the opportunity to speak to the Board for two minutes. You will be notified of the Board's decision by first class mail. If your appeal is denied, you may file an appeal with the Monroe County Circuit within seven (7) days from the date of the Board's decision.

Name: Adam McAndrews Phone Number 812 679 8471

Citation Number: No # cited Date on Excessive Growth Citation: 8-1-19

(Located in the top right hand corner of the citation)

Local Address:  
135 N Clark St  
Bloomington IN 47408

Permanent Address:  
135 N Clark St  
Bloomington IN 47408

Today's Date: 8-3-19

Reason for Appeal: There's no citation #. On my days off it had rained. The property is like a bowl for water on our road. It takes a little time to dry for proper lawn mower operation.

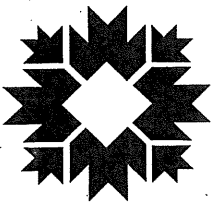
(You may continue on another page if necessary)

On this day, I submitted my completed appeal of Excessive Growth citation and received the date of 8-3-19  
When the Board of Public Works will consider my appeal.

[Signature]  
Signature

8-3-19  
Date

**For use by Public Works:**  
Date Appeal Received: \_\_\_\_\_ Received By: \_\_\_\_\_  
Date Appeal Forwarded to Legal Department: \_\_\_\_\_



# Notice of Violation

Housing & Neighborhood  
Development Department (HAND)  
P.O. Box 100  
401 N. Morton Street  
Bloomington, IN 47402  
www.bloomington.in.gov/hand/

Date 8-1-19 Time 1:30 Address/location 135 N. Clark St. 47408

Issued by: 208

BMC 6.04.110 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

**Fine Due: \$15.00**      **Warning (No fine due at this time)**      **Ticket#** \_\_\_\_\_

**NOTE: Immediate compliance required** in order to avoid additional violations/fines assessed at **\$15.00/day** per BMC 6.04.100(c).

BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

**Fine Due: \$50 \$100 \$150**      **Warning (No fine due at this time)**      **Ticket#** \_\_\_\_\_

**NOTE: Immediate compliance required** in order to avoid additional violations/fines assessed at **\$50.00, \$100, or \$150/day** per BMC 6.06.070(c).

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches.

**Fine Due: \$50 \$100 \$150**      **Warning (No fine due at this time)**      **Ticket#** 43892

**NOTE: Immediate compliance required** in order to avoid additional violations/fines assessed at **\$50.00, \$100, or \$150/day** per BMC 6.06.070(c).

Comments: Cut all grass. Including area along 7th st.

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please make check/money order payable to "HAND."** All fines listed above may be contested in the Monroe County Circuit Courts.
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

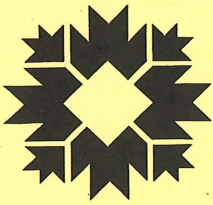
Owner Name James Barker  
 Address 115 N. Lexington Dr.  
 City Bloomington State IN.  
 Zip Code 47408

Agent Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_  
 Zip Code \_\_\_\_\_

BPW: \_\_\_\_\_

Mail Copies To: Resident: \_\_\_\_\_ Owner: / Agent: \_\_\_\_\_





# Notice of Violation

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Development Department (HAND)  
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3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

**Owner Name** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**City** \_\_\_\_\_ **State** \_\_\_\_\_  
**Zip Code** \_\_\_\_\_

**Agent Name** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**City** \_\_\_\_\_ **State** \_\_\_\_\_  
**Zip Code** \_\_\_\_\_

BPW: \_\_\_\_\_

Mail Copies To: Resident: \_\_\_\_\_ Owner: \_\_\_\_\_ Agent: \_\_\_\_\_

NOTICE: This is a legal document that creates certain binding obligations. If not understood, consult an attorney.

## REAL ESTATE LEASE AGREEMENT

Lessor: James Baker

Lessee: Adam McAndrew & Anna Letanosi

Witnesseth: That Lessor in consideration of the agreements made herein, hereby leases to Lessee for a private dwelling, the premises known and described as follows, to wit: HOUSE AT 135 N. CLARK STREET together with the appurtenances thereto belonging in the City of Bloomington, County of Monroe, State of Indiana:

Commencing on the first day of August, 2019 and ending on the last day of July, 2020

1. The Lessee agrees to pay the Lessor the sum total of \$ 9,000.00 payable at \$ 750.00 dollars per month, in advance, at 115 Lexington Road, Bloomington, Indiana, and a like amount on the first day of each month thereafter during the term of this lease.
2. It is further agreed by the parties hereto that the time of each and all such payments is the essence of this agreement: therefore, if rent is not received at the above named location within ten (10) days of the due date, 10% of the amount due will be automatically added to the rent. A check returned shall be considered nonpayment, and the late fee shall be imposed in the same manner, in addition to other legal recourse that might be taken by the Lessor. Cash or money orders only will be accepted after two checks have been returned.
3. SECURITY and DAMAGE DEPOSIT: Lessee has deposited with Lessor \$ 750.00 as security deposit for the performance of the covenants and provisions of this lease. Lessor may deduct from the security and damage deposit the following charges: (a) any payment or parts thereof required by the terms of the lease which are not paid when due; (b) unpaid late charges or service charges as provided for in this lease; (c) any attorney's fees incurred by a breach of any provision or provisions of this lease by the Lessee; (d) any court costs incurred by enforcement of the terms and provisions of this lease; (e) the cost of any repairs, replacements, redecorating, and/or refurbishing of the premises, or any fixtures, systems, or appliances caused by other than normal wear and tear; (f) the costs and expenses incurred by the Lessor as a result of the Lessee's breach of the provisions of this lease; (g) the cost of reasonable cleaning, provided Lessee does not leave the premises in a clean and rentable condition.

If amounts are deducted from the security and damage deposit, Lessee agrees to immediately deposit with Lessor the amount necessary to return the deposit to its original balance. If Lessee fully and faithfully performs the obligations under this lease, the deposit shall be returned to Lessee as soon as reasonable after the termination of this lease.

4. ASSIGNING or SUBLETTING: It is agreed that the Lessee shall not allow additional occupants to reside in the leased premises, and Lessee shall not sublet the premises or any part thereof, nor assign this



lease without permission in writing by the Lessor, which shall not be unreasonably withheld. The proposed Sub-Lessee shall complete an application for lease and Lessee shall pay a twenty dollar (\$20.00) processing fee before any sublease will be approved.

Lessee shall pay an additional one hundred dollar (\$100.00) fee for any abandonment, unauthorized assignment or unauthorized subletting, which fee is to compensate Lessor for the administrative cost associated with these actions. Lessor shall also be entitled to recover all other damages caused as a result of Lessee's unauthorized acts. Abandonment, unauthorized assignment or unauthorized subletting is a breach of this lease.

5. Lessee agrees to use the premises well, to commit no waste or damage thereto, to keep the premises in a clean condition, and to deliver the same to the Lessor at the expiration of this lease in as good a condition as the same are received, except for natural and usual wear and Acts of Providence.
6. It is further understood and agreed that:
  - (a) Any sidewalks, entry passages, halls, and stairways shall not be obstructed by Lessee, or used for any purpose other than those of ingress or egress
  - (b) No Lessee or guest of Lessee shall cause excessive noises or disturbances at any time, and no loud radio, recordings, or television so as to disturb the neighbors.
  - (c) No additional locks shall be put on any door without the consent of the Lessor, and any additional locks placed on any door shall remain for the benefit of the Lessor.
  - (d) Lessee shall make no change of any nature in the premises, including redecoration or painting without first obtaining the written consent of the Lessor; and the Lessor or his Agent shall have the right to enter the premises at reasonable hours to examine the same; make repairs, additions or alterations as may be deemed necessary for the safety, comfort, and the preservation of said premises.
  - (e) Lessee shall perform no act that would vitiate or increase the casualty insurance of the premises, nor shall premises be used for illegal purposes.
  - (f) All garbage and refuse must be disposed of in safe and hygienic manners and in accordance with Bloomington City regulations.
  - (g) Lessee shall maintain the lawn and grounds by mowing and trimming in the summer.
  - (h) Any fines assessed to Lessor because of actions by the Lessee shall be reimbursed to the Lessor by the Lessee.
7. No animal shall be kept in or about the leased premises. Violation of this condition shall constitute a breach of this agreement and Lessor may take such action as he may elect, including the termination of this lease.
8. In the event that the Lessee fails to and refuses to abide by the terms, conditions, rules and regulations of this lease, Lessor reserves the right to terminate this lease and re-enter into possession and take the same without notice to the Lessee, which action shall not preclude any other action at law or equity. Lessee shall pay all reasonable costs and attorney's fees incurred by Lessor in the enforcement of the provisions of this lease, and upon the breach of any provision or condition by the Lessee, whether in litigation or otherwise. Lessee further agrees that any sums of money due under this agreement and

remaining unpaid for a period in excess of ten (10) days shall bear interest payable to the Lessor in the amount of one and one-half (1½%) per month.

9. UTILITIES: The cost of all utilities shall be the responsibility of the Lessee. These include Gas, Electricity, and Water and Sewer, which shall be maintained by the Lessee at all times, and the nonpayment of which shall constitute a breach of this agreement. Telephone and cable TV are common optional utilities which shall be paid for by Lessee if they are installed for the benefit of the Lessee.
10. SOLE AGREEMENT: This written contract is the sole agreement between the parties. Any oral negotiations not herein contained are expressly overridden by the signing of this Agreement.
11. DEPOSIT: It is agreed that the deposit paid at the signing of this lease is to hold the premises until the occupancy date stated above. If the Lessee does not take occupancy, and the Lessor is able to re-lease the premises, the deposit is hereby forfeited to Lessor as liquidated damages. If the premises are not re-released, the Lessee will be held liable for the rent in full, together with attorney's fees and costs of collection.
12. SURRENDER OF PREMISES: It is expressly agreed that there shall be no surrender of said premises before the expiration of this lease by Lessee, except by written consent signed by Lessor. Lessee further agrees to give Lessor written notice sixty (60) days prior to the expiration of this lease of any desire to renew. Before any lease renewal, however, the premises will be inspected. If any damages have occurred during the time of the lease, Lessee shall make full restitution.
13. Keys: Keys not turned in at the termination of this lease will be charged to the tenant at the rate of \$5.00 per key.
14. WINTERIZING: It is the responsibility of the Lessee to take winterizing precautions, as recommended by the Lessor or by the City of Bloomington Utilities Department, during extremely cold weather to prevent freezing. This includes maintaining a reasonable room temperature, opening doors under sinks or lavatories where the plumbing might be exposed to outer walls, and running water from faucets to keep the pipes from freezing.
15. PERSONAL PROPERTY and INSURANCE: Lessee understands and agrees that the insurance coverage provided by the owner of the premises covers the building only, and will not provide protection for Lessee's personal possessions. Lessee is responsible for obtaining insurance to protect the Lessee's personal property.

Lessee shall remove all personal property from the premises no later than twelve o'clock noon on the date of the expiration of the lease. If the lease is terminated because Lessee breaches any terms or conditions of the lease, or if Lessee moves out and fails to remove personal property by the appropriate time and date, then that property shall be deemed abandoned. Lessor shall not be responsible for any action taken with respect to such property. Lessor is expressly released from any and all claims and liability for damages or loss to property left by the Lessee on the premises upon vacating, abandoning or termination of this lease.

LESSOR

*James Barber*

Date: *Aug 1, 2019*

LESSEE(S)

*[Signature]*  
*Anna Litonoshes*

Date: *8-1-19*  
*8-1-19*

**City of Bloomington's Board of Public Works**  
**Decision on Appeal of Excessive Growth**  
**NOV #43892**

On 8/1/2019, the City of Bloomington Department of Housing and Neighborhood Development (HAND) issued a Notice of Violation with a fine of \$50.00 under ticket number of 43892 for excessive growth in violation of BMC 6.06.050 (Hereinafter the "NOV"), for the property located at 135 N. Clark St., Bloomington, IN (Hereinafter the "Property"). Adam McAndrews (Hereinafter the Appellant"), a tenant of the Property, timely appealed the NOV to the Board of Public Works. The Board of Public Works heard testimony and received evidence regarding the NOV, on Tuesday, August 20, 2019. The Board of Public Works finds as follows:

1. Appellant has a possessory interest in the Property in accordance with BMC 6.06.070(a).
2. On August 1, 2019, City of Bloomington Neighborhood Compliance Officer Kenny Liford did personally observe grass growing on the Property at a height greater than eight inches and properly issued the NOV.
3. The NOV was properly served by first class mail upon the owner of the Property and by leaving a copy in a conspicuous place at the Property.
4. Mr. McAndrews violated BMC 6.06.050 by permitting the grass on the property to grow to a height in excess of 8 inches.
5. Mr. McAndrew's reasoning for the noncompliance is not a recognized defense to the said noncompliance.

After reviewing all of the evidence and testimony presented, the Board of Public Works hereby:

\_\_\_\_\_ Denies the Appeal and Upholds the NOV.

\_\_\_\_\_ Grants the Appeal and Voids the NOV.

**So ordered this 20<sup>th</sup> day of August, 2019.**

\_\_\_\_\_  
Kyla Cox Deckard, President  
Board of Public Works  
City of Bloomington















# Staff Report

**To: Board of Public Works**

**From: Dee Wills**

**Date: August 14, 2019**

**Re: Request to Abate property at 125 E. Sunny Slopes Drive, Bloomington, IN**

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## **Attachments:**

1. Notice of Violation Issued on June 05, 2019, June 26, 2019, July 10, 2019, July 24, 2019, and August 07, 2019.
2. Photograph(s) of the property
3. GIS property information
4. Proposed BPW Order and Proposed BPW Notice of Order

## **Facts:**

1. Bloomington Municipal Code 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On June 05, 2019, June 26, 2019, July 10, 2019, July 24, 2019, and August 07, 2019, Neighborhood Compliance Officer Dee Wills inspected the property located at 125 E. Sunny Slopes Drive, Bloomington, IN (Hereinafter the “Property”) and issued Notices of Violation for excessive growth in violation of BMC 6.06.050 (Hereinafter the “NOV”).
3. All NOV were issued to Karen A. Carlson (Hereinafter the “Owner”) because she is the Owner of the Property which is in violation of BMC 6.06.050 in that it contains grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the property is overgrown.
4. The violations have not been corrected and the NOV were not appealed.
5. The NOV were posted in a conspicuous place at the Property in accordance with 6.06.070(b).
6. Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC 6.06.080(b).
7. The abatement order should be continuous.

## **Status of the Property and Reason for Abatement:**

The Property remains out of compliance. Vegetation throughout the Property is overgrown. The property needs to be abated to eliminate the violation and public nuisance.

## **Staff Recommendation:**

Staff recommends that the property be abated as soon as reasonably possible as the property contains grass, weeds and noxious plants in a manner violating the City of Bloomington Municipal Code 6.06.050. The abatement order should be continuous in nature.



## City of Bloomington Housing and Neighborhood Development

On June 05, 2019, June 26, 2019, July 10, 2019, July 24, 2019, and August 07, 2019 the Housing & Neighborhood Development Department (HAND) issued tickets for the following violation(s) of the City of Bloomington Municipal Code:

- 6.04.110 - Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk so as to be visible from the street more than twenty-four hours prior to the time when such refuse, yard waste or recycling is to be collected and it shall be removed from the street or sidewalk on the same day as the collection is made.
- 6.06.020 - It is unlawful for any person to throw, place, or scatter any garbage, rubbish, trash, or other refuse over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, rubbish, trash or other refuse to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.
- 6.06.050 - It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

This ticket was issued to the property located at 125 E Sunny Slopes Drive. The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation. HAND is also requesting that the abatement be continuous through June 5, 2020.

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BPW Meeting Date: 08/20/2019

Abatement Approved: Y/N

Property Owner: Karen A. Carlson

Address: 125 E. Sunny Slopes Drive

Is this a rental? No

Agent: None

Address: N/A

Parcel Number: 53-08-16-201-013.000-009

Legal Description: 015-15135-00 Sunny Slopes L-50 2 Add



**City of Bloomington  
Housing and Neighborhood Development**

**BOARD OF PUBLIC WORKS MEETING**

If the ordinance violation(s) noted on the attached ticket is not remedied, the City of Bloomington Housing and Neighborhood Development (“HAND”) department will seek authority from the Board of Public Works to enter the property and remedy the violation(s). HAND has the authority to bring the property into compliance itself or HAND may hire a private third-party contractor to bring the property into compliance. If the Board of Public Works authorizes HAND to remedy the violation, then HAND will enter the property and abate the violation(s). The property owner shall be responsible for reimbursing the City for the abatement and all associated costs. If the property owner does not timely reimburse the City, then the costs of abatement will be assessed as a lien against your property, and will be recovered through procedures provided for by Indiana statute.

HAND will seek Board of Public Works authorization for remediation/abatement of this violation at the meeting to be held at **5:30 P.M. in the Council Chamber of City Hall, 401 N. Morton Street, Bloomington, Indiana 47404** on the following date: **Tuesday, August 20<sup>th</sup>, 2019.**

You may appear at the Board of Public Works hearing to speak on the matter.

**Fines are not appealed at this meeting, only abatement.**



# Notice of Violation

Housing & Neighborhood Development Department (HAND)  
P.O. Box 100  
401 N. Morton Street  
Bloomington, IN 47402  
www.bloomington.in.gov/hand/

Date 6-5-19 Time 2:01 Address/location 125 E. SUNNY SLOPES DR  
Issued by: 227 47401

BMC 6.04.110 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

**Fine Due: \$15.00**      **Warning (No fine due at this time)**      **Ticket#** \_\_\_\_\_

**NOTE: Immediate compliance required** in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.100(c).

BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

**Fine Due: \$50 \$100 \$150**      **Warning (No fine due at this time)**      **Ticket#** \_\_\_\_\_

**NOTE: Immediate compliance required** in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

~~BMC 6.06.050~~ It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches.

**Fine Due: \$50 \$100 \$150**      **Warning (No fine due at this time)**      **Ticket#** 43396

**NOTE: Immediate compliance required** in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

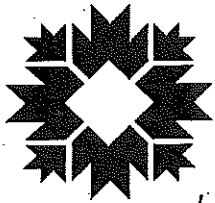
Comments: \_\_\_\_\_

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please make check/money order payable to "HAND."** All fines listed above may be contested in the Monroe County Circuit Courts.
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

Owner Name KAREN CARLSON  
 Address 125 E. SUNNY SLOPES DR  
 City BLOOMINGTON State IN  
 Zip Code 47401

Agent Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_  
 Zip Code \_\_\_\_\_

BPW: \_\_\_\_\_ Mail Copies To: Resident: \_\_\_\_\_ Owner:  Agent: \_\_\_\_\_



# Notice of Violation

Housing & Neighborhood  
Development Department (HAND)  
P.O. Box 100  
401 N. Morton Street  
Bloomington, IN 47402  
www.bloomington.in.gov/hand/

Date 6/26/ Time 1:29 Address/location 125 SUNNY SLOPES DR  
Issued by: 227 47401

BMC 6.04.110 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

**Fine Due: \$15.00**

**Warning (No fine due at this time)**

**Ticket#** \_\_\_\_\_

**NOTE: Immediate compliance required** in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.100(c).

BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

**Fine Due: \$50**

**\$100**

**\$150**

**Warning (No fine due at this time)**

**Ticket#** \_\_\_\_\_

**NOTE: Immediate compliance required** in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches.

**Fine Due: \$50**

**\$100**

**\$150**

**Warning (No fine due at this time)**

**Ticket#** 43578

**NOTE: Immediate compliance required** in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: \_\_\_\_\_

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please make check/money order payable to "HAND."** All fines listed above may be contested in the Monroe County Circuit Courts.
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

**Owner Name** Karen Carlson  
**Address** 125 E. Sunny Slopes  
**City** Bloomington **State** IN  
**Zip Code** 47401

**Agent Name** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**City** \_\_\_\_\_ **State** \_\_\_\_\_  
**Zip Code** \_\_\_\_\_

BPW: \_\_\_\_\_ Mail Copies To: Resident: \_\_\_\_\_ Owner:  Agent: \_\_\_\_\_





# Notice of Violation

**Housing & Neighborhood  
Development Department (HAND)**  
P.O. Box 100  
401 N. Morton Street  
Bloomington, IN 47402  
[www.bloomington.in.gov/hand/](http://www.bloomington.in.gov/hand/)

Date 7/10/19 Time 2:36 Address/location 125 E. SUNNY SLOPES DR  
Issued by: 227 47401

BMC 6.04.110 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

**Fine Due: \$15.00      Warning (No fine due at this time)      Ticket# \_\_\_\_\_**

**NOTE: Immediate compliance required** in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.100(c).

BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

**Fine Due: \$50    \$100    \$150      Warning (No fine due at this time)      Ticket# \_\_\_\_\_**

**NOTE: Immediate compliance required** in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches.

**Fine Due: \$50    \$100    \$150      Warning (No fine due at this time)      Ticket# 43681**

**NOTE: Immediate compliance required** in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: \_\_\_\_\_

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please make check/money order payable to "HAND."** All fines listed above may be contested in the Monroe County Circuit Courts.
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

**Owner Name** KAREN CARLSON  
**Address** 125 E. SUNNY SLOPES DR.  
**City** BLOOMINGTON **State** IN  
**Zip Code** 47401

**Agent Name** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**City** \_\_\_\_\_ **State** \_\_\_\_\_  
**Zip Code** \_\_\_\_\_

BPW: \_\_\_\_\_ Mail Copies To: Resident: \_\_\_\_\_ Owner:  Agent: \_\_\_\_\_



# Notice of Violation

**Housing & Neighborhood  
Development Department (HAND)**  
P.O. Box 100  
401 N. Morton Street  
Bloomington, IN 47402  
[www.bloomington.in.gov/hand/](http://www.bloomington.in.gov/hand/)

Date 7-24-19 Time 3:12 Address/location 125 SUNNY SLOPES  
Issued by: 227 47401

BMC 6.04.110 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

**Fine Due: \$15.00**      **Warning (No fine due at this time)**      **Ticket#** \_\_\_\_\_

**NOTE: Immediate compliance required** in order to avoid additional violations/fines assessed at **\$15.00/day** per BMC 6.04.100(c).

BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

**Fine Due: \$50 \$100 \$150**      **Warning (No fine due at this time)**      **Ticket#** \_\_\_\_\_

**NOTE: Immediate compliance required** in order to avoid additional violations/fines assessed at **\$50.00, \$100, or \$150/day** per BMC 6.06.070(c).

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches.

**Fine Due: \$50 \$100 \$150**      **Warning (No fine due at this time)**      **Ticket#** 43810

**NOTE: Immediate compliance required** in order to avoid additional violations/fines assessed at **\$50.00, \$100, or \$150/day** per BMC 6.06.070(c).

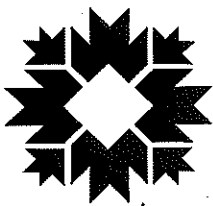
Comments: \_\_\_\_\_

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please make check/money order payable to "HAND."** All fines listed above may be contested in the Monroe County Circuit Courts.
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

**Owner Name** KAREN COLLSON  
**Address** 125 E SUNNY SLOPES DR  
**City** BLOOMINGTON      **State** IN  
**Zip Code** 47401

**Agent Name** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**City** \_\_\_\_\_      **State** \_\_\_\_\_  
**Zip Code** \_\_\_\_\_

BPW: \_\_\_\_\_ Mail Copies To: Resident: \_\_\_\_\_ Owner:  Agent: \_\_\_\_\_



# Notice of Violation

Housing & Neighborhood  
Development Department (HAND)  
P.O. Box 100  
401 N. Morton Street  
Bloomington, IN 47402  
www.bloomington.in.gov/hand/

Date 8/7/19 Time 2:02 Address/location 125 E. SUNNY SLOPES DR  
Issued by: 227 47401

BMC 6.04.110 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

**Fine Due: \$15.00**      **Warning (No fine due at this time)**      **Ticket#** \_\_\_\_\_

**NOTE: Immediate compliance required** in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.100(c).

BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

**Fine Due: \$50 \$100 \$150**      **Warning (No fine due at this time)**      **Ticket#** \_\_\_\_\_

**NOTE: Immediate compliance required** in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches.

**Fine Due: \$50 \$100 \$150**      **Warning (No fine due at this time)**      **Ticket#** 44005

**NOTE: Immediate compliance required** in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: \_\_\_\_\_

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please make check/money order payable to "HAND."** All fines listed above may be contested in the Monroe County Circuit Courts.
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

**Owner Name** KAREN CARLSON  
**Address** 125 E. SUNNY SLOPES DR.  
**City** BLUOMINGTON **State** IN  
**Zip Code** 47401

**Agent Name** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**City** \_\_\_\_\_ **State** \_\_\_\_\_  
**Zip Code** \_\_\_\_\_

BPW: X 8-20-19

Mail Copies To: Resident: \_\_\_\_\_ Owner: / Agent: \_\_\_\_\_

7018 2290 0001 9449 4183

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)™

OFFICIAL USE

Certified Mail Fee	
\$	
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____
<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____

Postmark  
Here

Postage \$ 6.80

Total \$ \_\_\_\_\_  
Sent Karen Carlson  
Street 125 E SUNNY SLOPES DR  
City BLOOMINGTON, IN 47401

PS

Instructions

**CITY OF BLOOMINGTON BOARD OF PUBLIC  
WORKS  
NOTICE OF ABATEMENT  
(Excessive Growth)**

Comes now the City of Bloomington Board of Public Works, pursuant to the authority granted it by Indiana Code 36-7-10.1-3 and Bloomington Municipal Code Chapter 6.06 and issues this Notice of Abatement for the real estate located at 125 E Sunny Slopes Drive, Bloomington 47404, under parcel number 53-08-16-201-013.000-009 and whose legal description is 015-15135-00 Sunny Slopes L-50 2 Add (Hereinafter the "Property") which is owned by Karen A. Carlson (Hereinafter the "Owner").

The Order for Abatement allows the City of Bloomington, via either its employees or a third-party private contractor hired by the City of Bloomington, to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, this Order of Abatement allows the City of Bloomington, via either its employees or a third-party contractor hired by the City of Bloomington, to enter onto the Property to reduce the weeds, grass or noxious plants present on said Property to a height of below eight inches and not overgrown.

In accordance with City of Bloomington Municipal Code Section 6.06.090 once the abatement is completed the Owner of the Property shall be billed for all associated costs. The Owner of the Property shall have ten days from the date the invoice is mailed to remit payment in full. If the Owner of the Property fails to pay the invoice in full within the requisite ten days, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for this property.

**CONTINUOUS ABATEMENT:** In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, the Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT**. Any further violations of Chapter 6.06 of the City of Bloomington Municipal Code concerning excessive growth will result in further abatement of the property by the City of Bloomington, without the necessity of a hearing in front of the City of Bloomington Board of Public Works. Future notifications of abatement will occur via a posting of a new Order of Abatement on the property previously described.

**THE CONTINUOUS ABATEMENT ORDER EXPIRES ON THE 5<sup>th</sup> DAY OF JUNE, 2020.**

---

Kyla Cox Deckard, President of the Board

DATED:

All appeals from the board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

# **City of Bloomington's Board of Public Works**

## **Order Of Abatement for NOV**

### **(excessive growth)**

This matter is before the Board of Public Works for Abatement of Notice of Violations issued June 05, 2019, June 26, 2019, July 10, 2019, July 24, 2019, and August 07, 2019, (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, August 20, 2019.

The Board of Public Works now finds as follows:

1. Karen A. Carlson (Hereinafter the "Owner") owns the real estate located at 125 E Sunny Slopes Drive, Bloomington, IN (Hereinafter the "Property").
2. On June 05, 2019, June 26, 2019, July 10, 2019, July 24, 2019, Dee Wills, City of Bloomington Neighborhood Compliance Officer, issued NOV after personally observing excessive growth on the Property, in violation of BMC 6.06.050.
3. The NOV were properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV were not appealed.
5. The violations cited in the NOV were not remedied.
6. Notice of Abatement was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

After reviewing all of the evidence and testimony presented, the Board of Public Works hereby Orders as follows:

1. That the City shall abate the Property in accordance with Bloomington Municipal Code 6.06.
2. Public Works shall notify the Owner of this Order and HAND shall post the Order and Notice of Abatement on the Property at the time of abatement.
3. That the Order of Abatement shall be continuous and *expires on June 5, 2020*.

**So Ordered this 20<sup>th</sup> Day of August, 2019.**

---

Kyla Cox Deckard, President  
Board of Public Works  
City of Bloomington

All appeals from the board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.



















# Staff Report

**To: Board of Public Works**

**From: Matthew Swinney**

**Date: August 14, 2019**

**Re: Request to Abate property at 805 S. West Pointe Ct., Bloomington, IN**

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## **Attachments:**

1. Notice of Violation Issued on 6/27/19, 7/9/19, 8/1/19.
2. Photograph(s) of the property
3. GIS property information
4. Proposed BPW Order and Proposed BPW Notice of Order

## **Facts:**

1. Bloomington Municipal Code 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On 6/27/19, 7/9/19, 8/1/19, Neighborhood Compliance Officer Matthew Swinney inspected the property located at 805 S. West Pointe Ct., Bloomington, IN (Hereinafter the “Property”) and issued Notices of Violation for excessive growth in violation of BMC 6.06.050 (Hereinafter the “NOV”).
3. All NOV were issued to Jeffrey S. Jones (Hereinafter the “Owner”) because he is the Owner of the Property which is in violation of BMC 6.06.050 in that it contains grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the property is overgrown.
4. The violations have not been corrected and the NOV were not appealed.
5. The NOV were posted in a conspicuous place at the Property in accordance with 6.06.070(b).
6. Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC 6.06.080(b).
7. The abatement order should be continuous.

## **Status of the Property and Reason for Abatement:**

The Property remains out of compliance. Vegetation throughout the Property is overgrown. The property needs to be abated to eliminate the violation and public nuisance.

## **Staff Recommendation:**

Staff recommends that the property be abated as soon as reasonably possible as the property contains grass, weeds and noxious plants in a manner violating the City of Bloomington Municipal Code 6.06.050. The abatement order should be continuous in nature.



## City of Bloomington Housing and Neighborhood Development

On 6/27/19, 7/9/19, 8/1/19 the Housing & Neighborhood Development Department (HAND) issued tickets for the following violation(s) of the City of Bloomington Municipal Code:

- 6.04.110 - Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk so as to be visible from the street more than twenty-four hours prior to the time when such refuse, yard waste or recycling is to be collected and it shall be removed from the street or sidewalk on the same day as the collection is made.
- 6.06.020 - It is unlawful for any person to throw, place, or scatter any garbage, rubbish, trash, or other refuse over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, rubbish, trash or other refuse to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.
- 6.06.050 - It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

This ticket was issued to the property located at 805 S. West Pointe Ct. The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation.

---

BPW Meeting Date: 08/20/2019

Abatement Approved: Y/N

Property Owner: Jones, Jeffrey S

Address: 3929 W Roll Ave Bloomington, In 47403

Is this a rental? Yes

Agent: Rita Foddrill

Address: 3006-A Ted Jones Dr. Bedford, IN 47421

Parcel Number: 53-08-05-301-014.000-009

Legal Description: 015-29111-50 West Pointe 3 Ph 2 Lot 50



**City of Bloomington  
Housing and Neighborhood Development**

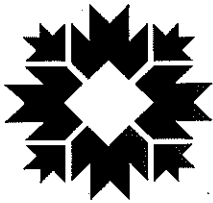
**BOARD OF PUBLIC WORKS MEETING**

If the ordinance violation(s) noted on the attached ticket is not remedied, the City of Bloomington Housing and Neighborhood Development (“HAND”) department will seek authority from the Board of Public Works to enter the property and remedy the violation(s). HAND has the authority to bring the property into compliance itself or HAND may hire a private third-party contractor to bring the property into compliance. If the Board of Public Works authorizes HAND to remedy the violation, then HAND will enter the property and abate the violation(s). The property owner shall be responsible for reimbursing the City for the abatement and all associated costs. If the property owner does not timely reimburse the City, then the costs of abatement will be assessed as a lien against your property, and will be recovered through procedures provided for by Indiana statute.

HAND will seek Board of Public Works authorization for remediation/abatement of this violation at the meeting to be held at **5:30 P.M. in the Council Chamber of City Hall, 401 N. Morton Street, Bloomington, Indiana 47404** on the following date: **Tuesday August 20<sup>th</sup>, 2019.**

You may appear at the Board of Public Works hearing to speak on the matter.

**Fines are not appealed at this meeting, only abatement.**



# Notice of Violation

**Housing & Neighborhood  
Development Department (HAND)**  
P.O. Box 100  
401 N. Morton Street  
Bloomington, IN 47402  
[www.bloomington.in.gov/hand/](http://www.bloomington.in.gov/hand/)

Date 6/27/19 Time 9:28 Address/location 805 West Point Ct

Issued by: 223

BMC 6.04.110 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

**Fine Due: \$15.00      Warning (No fine due at this time)      Ticket# \_\_\_\_\_**

**NOTE: Immediate compliance required** in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.100(c).

BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

**Fine Due: \$50    \$100    \$150      Warning (No fine due at this time)      Ticket# \_\_\_\_\_**

**NOTE: Immediate compliance required** in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches.

**Fine Due: \$50    \$100    \$150      Warning (No fine due at this time)      Ticket# 43576**

**NOTE: Immediate compliance required** in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: Please cut all overgrowth on the property

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please make check/money order payable to "HAND."** All fines listed above may be contested in the Monroe County Circuit Courts.
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

**Owner Name** JEFF JONES  
**Address** 3929 W. Row Ave  
**City** Blountwater **State** IN  
**Zip Code** 47403

**Agent Name** RITA FODRILL  
**Address** 3006A TEO JONES DRIVE  
**City** BEDFORD **State** IN  
**Zip Code** 47421

BPW: \_\_\_\_\_

Mail Copies To: Resident:  Owner:  Agent:



# Notice of Violation

**Housing & Neighborhood  
Development Department (HAND)**  
P.O. Box 100  
401 N. Morton Street  
Bloomington, IN 47402  
[www.bloomington.in.gov/hand/](http://www.bloomington.in.gov/hand/)

Date 7/9/19 Time 9:30 Address/location 805 West point Ct 47403

Issued by: 223

BMC 6.04.110 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

**Fine Due: \$15.00**      **Warning (No fine due at this time)**      **Ticket#** \_\_\_\_\_

**NOTE: Immediate compliance required** in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.100(c).

BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

**Fine Due: \$50 \$100 \$150**      **Warning (No fine due at this time)**      **Ticket#** \_\_\_\_\_

**NOTE: Immediate compliance required** in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches.

**Fine Due: \$50 \$100 \$150**      **Warning (No fine due at this time)**      **Ticket#** 43663

**NOTE: Immediate compliance required** in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: Please cut all over growth on the property. This includes the back yard inside the fence.

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please make check/money order payable to "HAND."** All fines listed above may be contested in the Monroe County Circuit Courts.
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

Owner Name JEFF JONES  
 Address 3929 W. Rose Ave  
 City BLOOMINGTON State IN  
 Zip Code 47403

Agent Name RITA BOORILL  
 Address 3006-A TED JONES DR.  
 City BEDFORD State IN  
 Zip Code 47421

BPW: \_\_\_\_\_ Mail Copies To: Resident:  Owner:  Agent:



# Notice of Violation

**Housing & Neighborhood  
Development Department (HAND)**  
P.O. Box 100  
401 N. Morton Street  
Bloomington, IN 47402  
[www.bloomington.in.gov/hand/](http://www.bloomington.in.gov/hand/)

Date 8/1/19 Time 2:40 Address/location 805 S West Point Ct 47403

Issued by: 223

BMC 6.04.110 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

**Fine Due: \$15.00      Warning (No fine due at this time)      Ticket# \_\_\_\_\_**

**NOTE: Immediate compliance required** in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.100(c).

BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

**Fine Due: \$50    \$100    \$150      Warning (No fine due at this time)      Ticket# \_\_\_\_\_**

**NOTE: Immediate compliance required** in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches.

**Fine Due: \$50    \$100    \$150      Warning (No fine due at this time)      Ticket# 43880**

**NOTE: Immediate compliance required** in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: \_\_\_\_\_

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please make check/money order payable to "HAND."** All fines listed above may be contested in the Monroe County Circuit Courts.
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

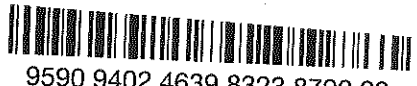
**Owner Name** JEFF JONES  
**Address** 3929 W ROLL AVE  
**City** BLOOMINGTON      **State** IN  
**Zip Code** 47403

**Agent Name** RITA FODRILL  
**Address** 3006-A TED JONES DR  
**City** BEDFORD      **State** IN  
**Zip Code** 47421

BPW: ✓ 8-20-19

Mail Copies To: Resident: \_\_\_\_\_ Owner: ✓ Agent: ✓



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul> <p>1. Article Addressed to:</p> <p>Jeff Jones 3929 W ROLL AVE BLOOMINGTON, IN 47403</p>  <p>9590 9402 4639 8323 8790 39</p>	<p>A. Signature X <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>JEFF JONES</i></p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>2. Article Number (Transfer from cover for tracking)</p> <p>7018 2290 0001 9449 4176</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Registered Mail Express®</p> <p><input checked="" type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p>

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
*Domestic Mail Only*

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

OFFICIAL USE

<p>Certified Mail Fee</p> <p>\$ _____</p> <p>Extra Services &amp; Fees (check box, add fee as appropriate)</p> <p><input type="checkbox"/> Return Receipt (hardcopy) \$ _____</p> <p><input type="checkbox"/> Return Receipt (electronic) \$ _____</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery \$ _____</p> <p><input type="checkbox"/> Adult Signature Required \$ _____</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery \$ _____</p> <p>Postage <i>6.80</i></p> <p>\$ _____</p> <p>Total Payment</p> <p>\$ _____</p>	<p>Postmark Here</p>
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Jeff Jones  
3929 W ROLL AVE  
BLOOMINGTON, IN 47403

Instructions

7018 2290 0001 9449 4176

**CITY OF BLOOMINGTON BOARD OF PUBLIC  
WORKS  
NOTICE OF ABATEMENT  
(Excessive Growth)**

Comes now the City of Bloomington Board of Public Works, pursuant to the authority granted it by Indiana Code 36-7-10.1-3 and Bloomington Municipal Code Chapter 6.06 and issues this Notice of Abatement for the real estate located at 805 S. West Pointe Ct., Bloomington 47401, under parcel number 53-08-05-301-014.000-009 and whose legal description is 015-29111-50 West Pointe 3 Ph 2 Lot 50 (Hereinafter the "Property") which is owned by Jeffrey S. Jones (Hereinafter the "Owner").

The Order for Abatement allows the City of Bloomington, via either its employees or a third-party private contractor hired by the City of Bloomington, to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, this Order of Abatement allows the City of Bloomington, via either its employees or a third-party contractor hired by the City of Bloomington, to enter onto the Property to reduce the weeds, grass or noxious plants present on said Property to a height of below eight inches and not overgrown.

In accordance with City of Bloomington Municipal Code Section 6.06.090 once the abatement is completed the Owner of the Property shall be billed for all associated costs. The Owner of the Property shall have ten days from the date the invoice is mailed to remit payment in full. If the Owner of the Property fails to pay the invoice in full within the requisite ten days, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for this property.

**CONTINUOUS ABATEMENT:** In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, the Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT**. Any further violations of Chapter 6.06 of the City of Bloomington Municipal Code concerning excessive growth will result in further abatement of the property by the City of Bloomington, without the necessity of a hearing in front of the City of Bloomington Board of Public Works. Future notifications of abatement will occur via a posting of a new Order of Abatement on the property previously described.

**THE CONTINUOUS ABATEMENT ORDER EXPIRES ON THE 27<sup>th</sup> DAY OF JUNE, 2020.**

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Kyla Cox Deckard, President of the Board

DATED:

All appeals from the board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

# **City of Bloomington's Board of Public Works**

## **Order Of Abatement for NOV**

### **(excessive growth)**

This matter is before the Board of Public Works for Abatement of Notice of Violations issued 6/27/19, 7/9/19, 8/1/19, (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, August 20, 2019.

The Board of Public Works now finds as follows:

1. Jeffrey S. Jones (Hereinafter the "Owner") owns the real estate located at 805 S. West Pointe Ct., Bloomington, IN (Hereinafter the "Property").
2. On 6/27/19, 7/9/19, 8/1/19, Matthew Swinney, City of Bloomington Neighborhood Compliance Officer, issued NOV after personally observing excessive growth on the Property, in violation of BMC 6.06.050.
3. The NOV were properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV were not appealed.
5. The violations cited in the NOV were not remedied.
6. Notice of Abatement was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

After reviewing all of the evidence and testimony presented, the Board of Public Works hereby Orders as follows:

1. That the City shall abate the Property in accordance with Bloomington Municipal Code 6.06.
2. Public Works shall notify the Owner of this Order and HAND shall post the Order and Notice of Abatement on the Property at the time of abatement.
3. That the Order of Abatement shall be continuous and *expires on June 27, 2020*.

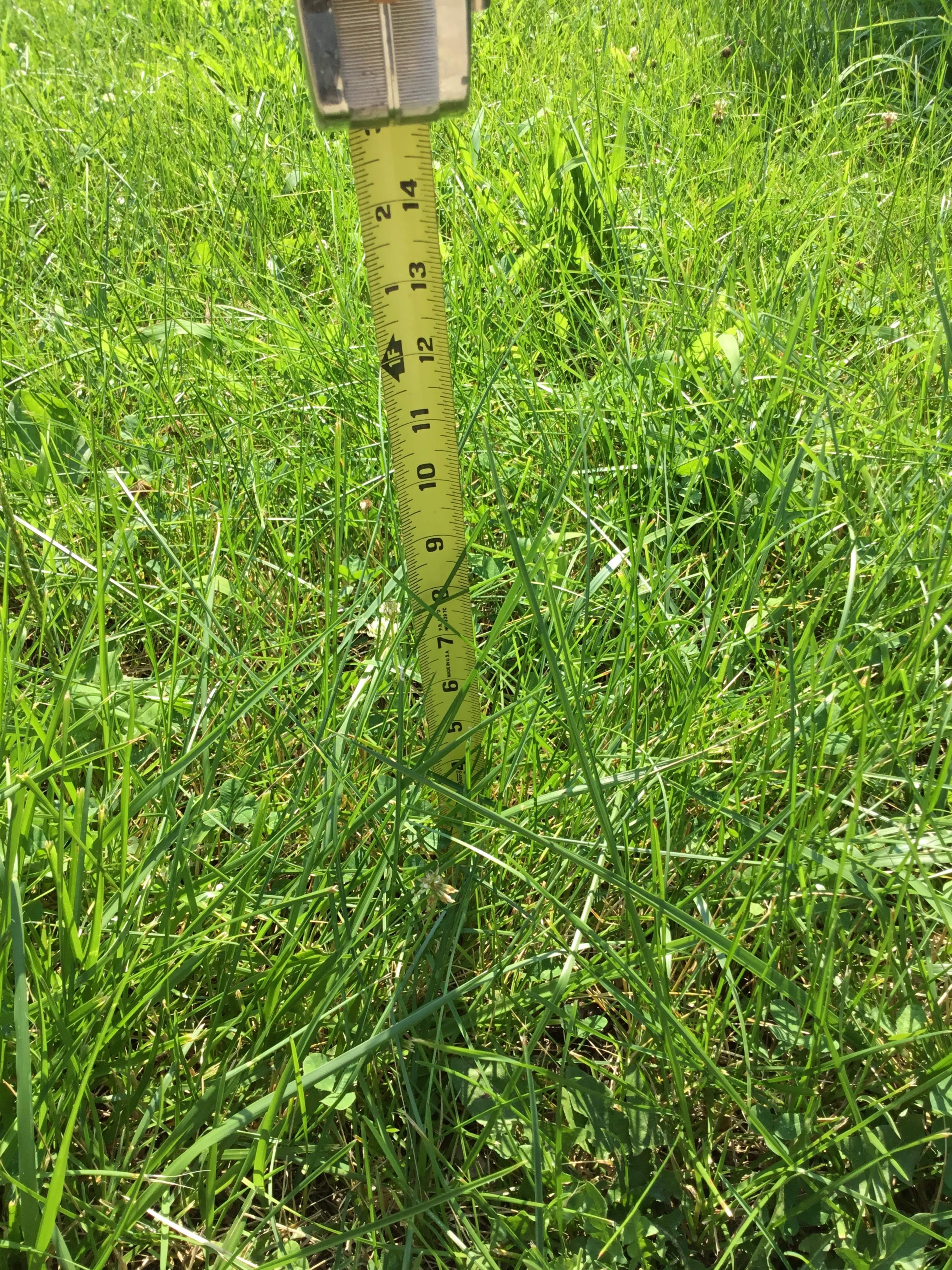
**So Ordered this 20<sup>th</sup> Day of August, 2019.**

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Kyla Cox Deckard, President  
Board of Public Works  
City of Bloomington

All appeals from the board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.















# Staff Report

**To: Board of Public Works**

**From: Matthew Swinney**

**Date: August 14, 2019**

**Re: Request to Abate property at 1000 W. Countryside Ln., Bloomington, IN**

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## **Attachments:**

1. Notice of Violation Issued on 5/29/19, 6/19/19, 8/1/19.
2. Photograph(s) of the property
3. GIS property information
4. Proposed BPW Order and Proposed BPW Notice of Order

## **Facts:**

1. Bloomington Municipal Code 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On 5/29/19, 6/19/19, 8/1/19, Neighborhood Compliance Officer Matthew Swinney inspected the property located at 1000 W. Countryside Ln., Bloomington, IN (Hereinafter the “Property”) and issued Notices of Violation for excessive growth in violation of BMC 6.06.050 (Hereinafter the “NOV”).
3. All NOV were issued to Alexander and Alyssa Bossenger (Hereinafter the “Owners”) because they are the owners of the Property which is in violation of BMC 6.06.050 in that it contains grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the property is overgrown.
4. The violations have not been corrected and the NOV were not appealed.
5. The NOV were posted in a conspicuous place at the Property in accordance with 6.06.070(b).
6. Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC 6.06.080(b).
7. The abatement order should be continuous.

## **Status of the Property and Reason for Abatement:**

The Property remains out of compliance. Vegetation throughout the Property is overgrown. The property needs to be abated to eliminate the violation and public nuisance.

## **Staff Recommendation:**

Staff recommends that the property be abated as soon as reasonably possible as the property contains grass, weeds and noxious plants in a manner violating the City of Bloomington Municipal Code 6.06.050. The abatement order should be continuous in nature.





## City of Bloomington Housing and Neighborhood Development

On 5/29/19, 6/19/19, 8/1/19 the Housing & Neighborhood Development Department (HAND) issued tickets for the following violation(s) of the City of Bloomington Municipal Code:

- 6.04.110 - Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk so as to be visible from the street more than twenty-four hours prior to the time when such refuse, yard waste or recycling is to be collected and it shall be removed from the street or sidewalk on the same day as the collection is made.
- 6.06.020 - It is unlawful for any person to throw, place, or scatter any garbage, rubbish, trash, or other refuse over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, rubbish, trash or other refuse to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.
- 6.06.050 - It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

This ticket was issued to the property located at 1000 W. Countryside Ln. The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation.

---

BPW Meeting Date: 08/20/2019

Abatement Approved: Y/N

Property Owner: Bossenger, Alexander Theodore & Alyssa

Address: 1000 W Countryside Ln Bloomington, In 47403

Is this a rental? No

Agent: None

Address:

Parcel Number: 53-08-08-402-016.000-009

Legal Description: 015-10275-25 Rockport Hills Sec I Lot 25





**City of Bloomington  
Housing and Neighborhood Development**

**BOARD OF PUBLIC WORKS MEETING**

If the ordinance violation(s) noted on the attached ticket is not remedied, the City of Bloomington Housing and Neighborhood Development ("HAND") department will seek authority from the Board of Public Works to enter the property and remedy the violation(s). HAND has the authority to bring the property into compliance itself or HAND may hire a private third-party contractor to bring the property into compliance. If the Board of Public Works authorizes HAND to remedy the violation, then HAND will enter the property and abate the violation(s). The property owner shall be responsible for reimbursing the City for the abatement and all associated costs. If the property owner does not timely reimburse the City, then the costs of abatement will be assessed as a lien against your property, and will be recovered through procedures provided for by Indiana statute.

HAND will seek Board of Public Works authorization for remediation/abatement of this violation at the meeting to be held at **5:30 P.M. in the Council Chamber of City Hall, 401 N. Morton Street, Bloomington, Indiana 47404** on the following date: **Tuesday August 20<sup>th</sup>, 2019.**

**You may appear at the Board of Public Works hearing to speak on the matter.**

**Fines are not appealed at this meeting, only abatement.**





# Notice of Violation

Housing & Neighborhood  
Development Department (HAND)  
P.O. Box 100  
401 N. Morton Street  
Bloomington, IN 47402  
www.bloomington.in.gov/hand/

Date 5/29/19 Time 12:50 Address/location 1000 W Countryside Ln 47403

Issued by: 223

BMC 6.04.110 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

**Fine Due: \$15.00**

**Warning (No fine due at this time)**

**Ticket#** \_\_\_\_\_

**NOTE: Immediate compliance required** in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.100(c).

BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

**Fine Due: \$50 \$100 \$150**

**Warning (No fine due at this time)**

**Ticket#** \_\_\_\_\_

**NOTE: Immediate compliance required** in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches.

**Fine Due: \$50 \$100 \$150**

**Warning (No fine due at this time)**

**Ticket#** 43320

**NOTE: Immediate compliance required** in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: Cut all overgrowth on the property, This includes the back yard.

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address listed above. Please make check/money order payable to "HAND." All fines listed above may be contested in the Monroe County Circuit Courts.
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV. Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.

Owner Name Alexander + Alyssa Bossenger  
 Address 1000 W Countryside Ln  
 City Bloomington State IN  
 Zip Code 47403

Agent Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_  
 Zip Code \_\_\_\_\_

BPW: \_\_\_\_\_

Mail Copies To: Resident: \_\_\_\_\_ Owner:  Agent: \_\_\_\_\_





# Notice of Violation

Housing & Neighborhood  
Development Department (HAND)  
P.O. Box 100  
401 N. Morton Street  
Bloomington, IN 47402  
www.bloomington.in.gov/hand/

Date 6/19/19 Time 1:30 Address/location 1000 W Countryside LN 47403

Issued by: 223

BMC 6.04.110 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

**Fine Due: \$15.00**

**Warning (No fine due at this time)**

**Ticket#** \_\_\_\_\_

**NOTE: Immediate compliance required** in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.100(c).

BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

**Fine Due: \$50 \$100 \$150**

**Warning (No fine due at this time)**

**Ticket#** \_\_\_\_\_

**NOTE: Immediate compliance required** in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches.

**Fine Due: \$50 \$100 \$150**

**Warning (No fine due at this time)**

**Ticket#** 43529

**NOTE: Immediate compliance required** in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: Please cut all overgrowth

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please make check/money order payable to "HAND."** All fines listed above may be contested in the Monroe County Circuit Courts.
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

Owner Name ALEXANDER BOSSINGER  
 Address 1000 W. COUNTRYSIDE LN  
 City BLOOMINGTON State IN  
 Zip Code 47403

Agent Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_  
 Zip Code \_\_\_\_\_

BPW: \_\_\_\_\_ Mail Copies To: Resident: \_\_\_\_\_ Owner:  Agent: \_\_\_\_\_





# Notice of Violation

Housing & Neighborhood  
Development Department (HAND)  
P.O. Box 100  
401 N. Morton Street  
Bloomington, IN 47402  
www.bloomington.in.gov/hand/

Date 8/1/19 Time 2:20 Address/location 1000 W Country Side LN 47403

Issued by: 223

BMC 6.04.110 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

**Fine Due: \$15.00**

**Warning (No fine due at this time)**

**Ticket#** \_\_\_\_\_

**NOTE: Immediate compliance required** in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.100(c).

BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

**Fine Due: \$50 \$100 \$150**

**Warning (No fine due at this time)**

**Ticket#** \_\_\_\_\_

**NOTE: Immediate compliance required** in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches.

**Fine Due: \$50 \$100**

**\$150**

**Warning (No fine due at this time)**

**Ticket#** 43879

**NOTE: Immediate compliance required** in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: \_\_\_\_\_

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address listed above. Please make check/money order payable to "HAND." All fines listed above may be contested in the Monroe County Circuit Courts.
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV. Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.


Owner Name ALEXANDER BOSSENGER  
 Address 1000 W COUNTRYSIDE LN  
 City BLOOMINGTON State IN  
 Zip Code 47403

Agent Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_  
 Zip Code \_\_\_\_\_

BPW: ✓ 8-20-19

Mail Copies To: Resident: \_\_\_\_\_ Owner: ✓ Agent: \_\_\_\_\_



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature <input checked="" type="checkbox"/> Agent  <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>ATB235-18119</u> C. Date of Delivery <u>8/5/19</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p>Alexander Bossenger  1000 W COUNTRYSIDE LN  BLOOMINGTON, IN 47403</p>	
 9590 9402 4639 8323 8790 46	<p>3. Service Type</p> <input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery
<p>2. Article Number (Transfer from service label)</p> <p>7018 2290 0001 9449 4169</p>	<input type="checkbox"/> Mail Restricted Delivery (30) <input type="checkbox"/> Domestic Return Receipt
<p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p>	

U.S. Postal Service <b>CERTIFIED MAIL® RECEIPT</b> <i>Domestic Mail Only</i>	
For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
<p>Certified Mail Fee \$ _____</p> <p>Extra Services &amp; Fees (check box, add fee as appropriate)</p> <input type="checkbox"/> Return Receipt (hardcopy) \$ _____ <input type="checkbox"/> Return Receipt (electronic) \$ _____ <input type="checkbox"/> Certified Mail Restricted Delivery \$ _____ <input type="checkbox"/> Adult Signature Required \$ _____ <input type="checkbox"/> Adult Signature Restricted Delivery \$ _____	<p>Postmark Here</p>
<p>Postage <u>6.80</u></p>	
<p>Total Postage \$ _____</p>	
<p>Sent To <u>Alexander Bossenger</u></p> <p>Street <u>1000 W COUNTRYSIDE LN</u></p> <p>City, State <u>BLOOMINGTON, IN 47403</u></p>	
<p>PS Form <input type="checkbox"/> Return Receipt</p>	

7018 2290 0001 9449 4169



**CITY OF BLOOMINGTON BOARD OF PUBLIC  
WORKS  
NOTICE OF ABATEMENT  
(Excessive Growth)**

Comes now the City of Bloomington Board of Public Works, pursuant to the authority granted it by Indiana Code 36-7-10.1-3 and Bloomington Municipal Code Chapter 6.06 and issues this Notice of Abatement for the real estate located at 1000 W. Countryside Ln., Bloomington 47404, under parcel number 53-08-08-402-016.000-009 and whose legal description is 015-10275-25 Rockport Hills Sec I Lot 25 (Hereinafter the "Property") which is owned by Alexander and Alyssa Bossenger (Hereinafter the "Owner").

The Order for Abatement allows the City of Bloomington, via either its employees or a third-party private contractor hired by the City of Bloomington, to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, this Order of Abatement allows the City of Bloomington, via either its employees or a third-party contractor hired by the City of Bloomington, to enter onto the Property to reduce the weeds, grass or noxious plants present on said Property to a height of below eight inches and not overgrown.

In accordance with City of Bloomington Municipal Code Section 6.06.090 once the abatement is completed the Owner of the Property shall be billed for all associated costs. The Owner of the Property shall have ten days from the date the invoice is mailed to remit payment in full. If the Owner of the Property fails to pay the invoice in full within the requisite ten days, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for this property.

**CONTINUOUS ABATEMENT:** In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, the Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT**. Any further violations of Chapter 6.06 of the City of Bloomington Municipal Code concerning excessive growth will result in further abatement of the property by the City of Bloomington, without the necessity of a hearing in front of the City of Bloomington Board of Public Works. Future notifications of abatement will occur via a posting of a new Order of Abatement on the property previously described.

**THE CONTINUOUS ABATEMENT ORDER EXPIRES ON THE 29<sup>th</sup> DAY OF MAY, 2020.**

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Kyla Cox Deckard, President of the Board

DATED:

All appeals from the board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.



# **City of Bloomington's Board of Public Works**

## **Order Of Abatement for NOV**

### **(excessive growth)**

This matter is before the Board of Public Works for Abatement of Notice of Violations issued 5/29/19, 6/19/19, 8/1/19, (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, August 20, 2019.

The Board of Public Works now finds as follows:

1. Alexander and Alyssa Bossenger (Hereinafter the "Owner") own the real estate located at 1000 W. Countryside Ln., Bloomington, IN (Hereinafter the "Property").
2. On 5/29/19, 6/19/19, 8/1/19, Matthew Swinney, City of Bloomington Neighborhood Compliance Officer, issued NOV after personally observing excessive growth on the Property, in violation of BMC 6.06.050.
3. The NOV were properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV were not appealed.
5. The violations cited in the NOV were not remedied.
6. Notice of Abatement was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

After reviewing all of the evidence and testimony presented, the Board of Public Works hereby Orders as follows:

1. That the City shall abate the Property in accordance with Bloomington Municipal Code 6.06.
2. Public Works shall notify the Owner of this Order and HAND shall post the Order and Notice of Abatement on the Property at the time of abatement.
3. That the Order of Abatement shall be continuous and *expires on May 29<sup>th</sup>, 2020.*

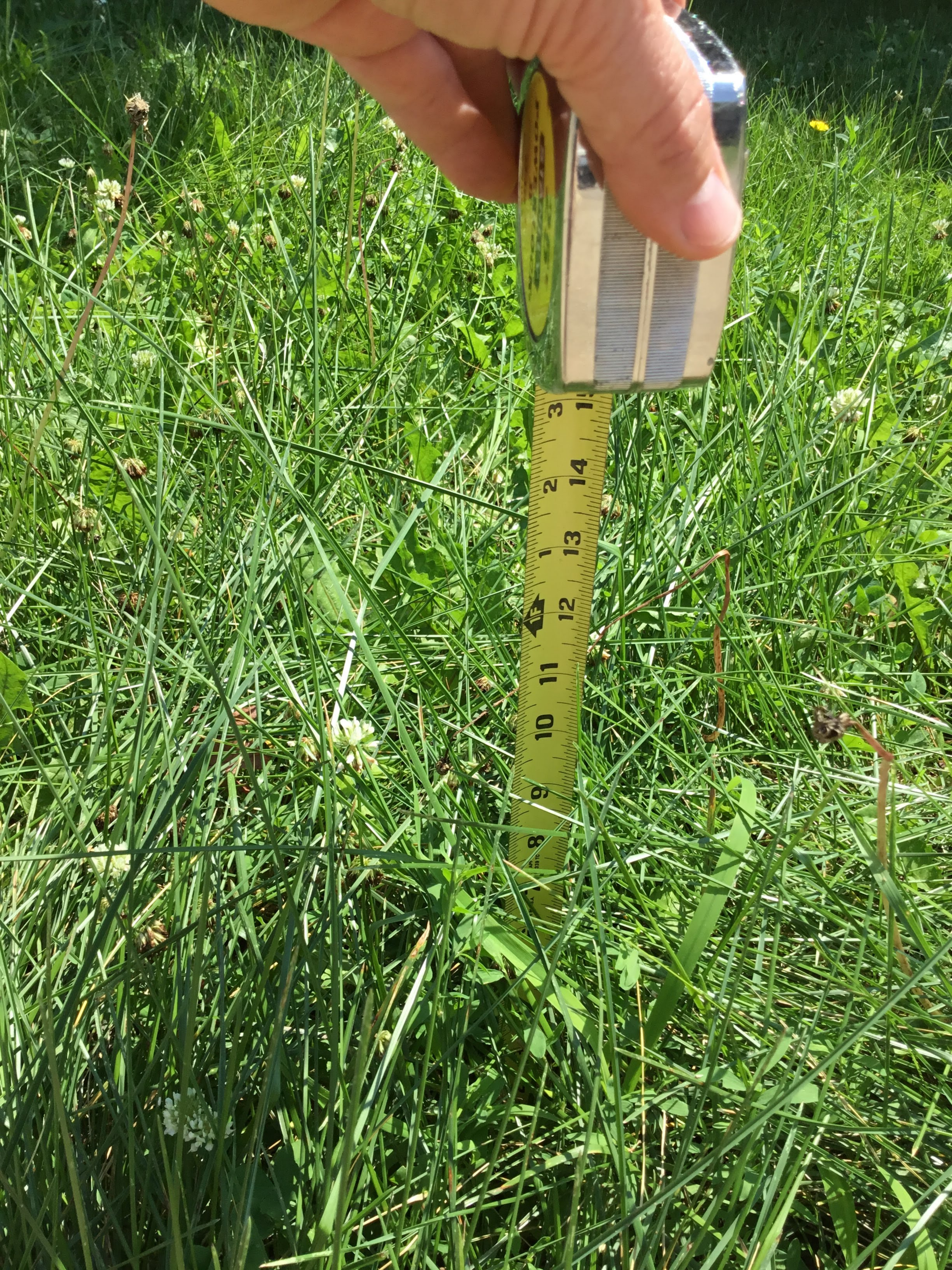
**So Ordered this 20<sup>th</sup> Day of August, 2019.**

---

Kyla Cox Deckard, President  
Board of Public Works  
City of Bloomington

All appeals from the board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.









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The Board of Public Works meeting was held on Tuesday, August 6, 2019, 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  
Dana Palazzo

**ROLL CALL**

City Staff: Christina Smith – Public Works  
Michael Large – Public Works  
Adam Wason – Public Works  
Norman Mosier – Housing and Neighborhood Dev.  
Mike Arnold – Housing and Neighborhood Dev.  
Jacquelyn Moore – City Legal  
Christopher Wheeler – City Legal  
Sara Gomez – Planning and Transportation  
Neil Kopper – Planning and Transportation  
Russell White – Planning and Transportation

None

**MESSAGES FROM  
BOARD MEMBERS**

None

**PETITIONS &  
REMONSTRANCES**

**OPEN SEALED BIDS &  
QUOTES**

Cox Deckard opened sealed bids for the Walnut Street Parking Garage Stair Replacement. Bids were received from the following companies:

- Ann-Kriss, LLC
  - Stair replacement for all levels - \$391,672.00
  - Curtain Wall - \$80,337.00
  - Total - \$472,009.00



- Glenroy Construction Company, Inc
  - Stair Replacement for all levels - \$810,000.00
  - Option #1 Curtain Wall - \$78,000
  - Total - \$888,000.00

Staff will review the bids and bring a recommendation back to the Board at a subsequent meeting.

**HEARING ON  
EXCESSIVE GROWTH  
APPEAL**

Christopher Wheeler, City Legal, presented the Appeal Excessive Growth Citation #43661 at 1005 W. 1<sup>st</sup> St. See meeting packet for details.

**Appeal Excessive Growth  
Citation #43661 at 1005  
W. 1<sup>st</sup> St.**

**Public Comments:** Mark Jackman came to the Board to discuss waiving the citation fee due to personal and medical reasons.

**Board Comments:** Wheeler stated he recommended the Board should uphold the ticket. Adam Wason, Public Works, asked Wheeler if it would be possible to uphold the violation and not require payment. Wheeler said he wasn't sure the Board has that discretion. They can either uphold or deny the appeal. Cox Deckard asked Wheeler if there was record of a warning given to Mr. Jackman. He was not given a warning. Jackman said he did bring records of meetings with a therapist. Cox Deckard asked Wheeler if the Board could adjust the payment options. Wheeler said you can set an instruction to staff and to have Jackman express how much time he would need to pay off the fines. Wason wanted to express that the City does have a precedent to uphold but to also be compassionate. Wason wanted to make a recommendation to the Board to uphold the violation but to set a 365 day period to make the payment. Wason did want to thank Mr. Jackman for coming to the Board and to tell his side of the story.

Palazzo made a motion to uphold Citation #43661, but to allow a payment period not to exceed 365 days. Cox Deckard seconded. Motion is passed.

**TITLE VI  
ENFORCEMENT**

Norman Mosier, Housing and Neighborhood Development, presented Permission to Abate Property at 939 N. Fairview St. See meeting packet for details.

**Permission to Abate  
Property at 939 N.  
Fairview St.**



**Board Comments:** Palazzo asked if this property needed a continuous abatement. Mosier stated all of the properties at this meeting will be continuous.

Palazzo made a motion to abate property at 939 N. Fairview St. Cox Deckard seconded. Motion is passed.

Mosier presented Permission to Abate Property at 1306 W. Kirkwood Ave. See meeting packet for details.

**Permission to Abate Property at 1306 W. Kirkwood Ave.**

Palazzo made a motion to Abate Property at 1306 W. Kirkwood Ave. Cox Deckard seconded. Motion is passed.

Mosier presented Permission to Abate Properties at 1507 S. Hathaway Ct., 1513 S. Hathaway Ct., and 1527 S. Hathaway Ct. See meeting packet for details.

**Permission to Abate Properties at 1507 S. Hathaway Ct., 1513 S. Hathaway Ct., and 1527 S. Hathaway Ct.**

**Board Comments:** Wason stated the development in this neighborhood had been stalled due to developer financial issues. It is unfortunate and frustrating. Wason stated the City has been taken advantage of by the actions of the developer. Now the City is left with no choice but to use City resources.

Palazzo made a motion to Abate Properties at 1507 S. Hathaway Ct., 1513 S. Hathaway Ct., and 1527 S. Hathaway Ct. Cox Deckard seconded. Motion is passed.



## CONSENT AGENDA

1. **Approve Minutes 7-23-19**
2. **Resolution 2019-68: Approve Renewal of Mobil Vendor License (Top Shotta Jerk Chicken)**
3. **Resolution 2019-71: Approve IMU Student Involvement Fair (Thursday, August 29<sup>th</sup>)**
4. **Resolution 2019-72: Approve IU Union Board Welcome Back Block Party (Friday, August 23<sup>rd</sup> – Sunday, August 25<sup>th</sup>)**
5. **Resolution 2019-73: Approve GarlicFest 2019 (Saturday, August 31<sup>st</sup> & Sunday, September 1<sup>st</sup>)**
6. **Resolution 2019-75: Approve Renewal of Pushcart in the Public Right-of-Way (Sober Joe's Coffee)**
7. **Resolution 2019-76: Approve Paint the Town Purple Event (Friday, September 6<sup>th</sup>)**
8. **Approve Noise Permit for Taste of East Africa (Saturday, September 14<sup>th</sup>)**
9. **Approve Noise Permit for Hamilton Family Picnic (Sunday, September 8<sup>th</sup>)**
10. **Approve Noise Permit for Concert in RCA Park (Sunday, September 15<sup>th</sup>)**
11. **Approve Service Agreement with Cosmo-Tech, Inc. dba Bloomington Professional Carpet Cleaners at Public Works Facilities**
12. **Approve Amendment #1 to Service Agreement with Ann-Kriss, LLC**
13. **Approve Payroll**

Palazzo made a motion to approve the items on the consent agenda. Cox Deckard seconded the motion. Motion is passed. Consent agenda is approved.

## NEW BUSINESS

Mike Arnold, Housing and Neighborhood Development, presented Resolution 2019-58: Approve Order to Seal Unsafe Structure at 921 W. 9<sup>th</sup> St. See meeting packet for details.

**Resolution 2019-58:  
Approve Order to Seal  
Unsafe Structure at 921 W.  
9th St.**



**Board Comments:** Palazzo asked Arnold why he is wanting a continuous order. Arnold stated it was in case the order goes out of compliance. The orders are valid for two years so this will be to make sure they are in compliance for the next couple of years. Palazzo asked Arnold if he will have to contact the owner if it goes out of compliance. Arnold said they would notify the owner that it was out of compliance and give them a timeline to get the property back into compliance.

Palazzo made a motion to Approve Resolution 2019-58: Approve Order to Seal Unsafe Structure at 921 W. 9<sup>th</sup> St. Cox Deckard seconded. Motion is passed.

Russell White, Planning and Transportation, presented Approve Change Orders #1 and #2 from E&B Paving, Inc., for the Walnut Street Sidewalk Project. See meeting packet for details.

Palazzo made a motion to Approve Change Orders #1 and #2 from E&B Paving, Inc., for the Walnut Street Sidewalk Project Cox Deckard seconded. Motion is passed.

Neil Kopper, Planning and Transportation, presented Approve Contract for Preliminary Engineering Services with Lochmueller Group for 17<sup>th</sup> St. Multimodal Improvements Project. See meeting packet for details.

**Board Comments:** Cox Deckard needed clarification on the two contracts for this project. Kopper explained they put a hold on the previous contract and will put a new Notice to Proceed on this contract once approved by the Board. Palazzo asked if the price includes the payout from the first contract. Kopper said a portion of the first contract has been paid but the second portion will not be paid as it is incorporated within this new contract. Cox Deckard asked if they will see any claims from the first contract. Kopper said Lochmueller Group has sent in the final invoice from work they have done from the first contract. Kopper said they did give approval for geo-tech work they completed, so they should expect one more payment.

Palazzo made a motion to Approve Contract for Preliminary Engineering Services with Lochmueller Group for 17<sup>th</sup> St. Multimodal Improvements Project. Cox Deckard seconded. Motion is passed.

**Approve Change Orders #1 and #2 from E&B Paving, Inc., for the Walnut Street Sidewalk Project**

**Approve Contract for Preliminary Engineering Services with Lochmueller Group for 17<sup>th</sup> St. Multimodal Improvements Project**



Sara Gomez, Planning and Transportation, presented Resolution 2019-74: Approve Right-of-Way Encroachment at 403 E. 3<sup>rd</sup> St. See meeting packet for details.

**Resolution 2019-74:  
Approve Right-of-Way  
Encroachment at 403 E.  
3<sup>rd</sup> St.**

Palazzo made a motion to Approve Resolution 2019-74: Approve Right-of-Way Encroachment at 403 E. 3<sup>rd</sup> St. Cox Deckard seconded. Motion is passed.

Gomez presented Approve Request from City of Bloomington Utilities for Road Closure Extension on Ralston Dr. See meeting packet for details.

**Approve Request from City  
of Bloomington Utilities for  
Road Closure Extension on  
Ralston Dr. (Tuesday,  
August 6<sup>th</sup> – Monday,  
August 26<sup>th</sup>)**

**Board Comments:** Cox Deckard asked if residents were notified. Jay Ramey, City of Bloomington Utilities, came to the Board to answer questions. Ramey did confirm they sent notifications out to the residents.

Palazzo made a motion to Approve Request from City of Bloomington Utilities for Road Closure Extension on Ralston Dr. Cox Deckard seconded. Motion is passed.

Gomez presented Approve Dedication of Right-of-Way at S. Highland Ave. See meeting packet for details.

**Approve Dedication of  
Right-of-Way at S.  
Highland Ave.**

Palazzo made a motion to Approve Dedication of Right-of-Way at S. Highland Ave. Cox Deckard seconded. Motion is passed.

Adam Wason, Public Works, presented Approve Contract with Discount Blinds & Verticals, Inc., for Window Blind Replacement at Fire Station #2. See meeting packet for details.

**Approve Contract with  
Discount Blinds & Verticals,  
Inc., for Window Blind  
Replacement at Fire Station  
#2**

Palazzo made a motion to Approve Contract with Discount Blinds & Verticals, Inc., for Window Blind Replacement at Fire Station #2. Cox Deckard seconded. Motion is passed.

Wason presented Approve Contract with Hamm's Blinds & Drapes, Inc., for Replacement Blinds at Fire Station Headquarters. See meeting packet for details.

**Approve Contract with  
Hamm's Blinds & Drapes,  
Inc., for Replacement Blinds  
at Fire Station  
Headquarters**

Palazzo made a motion to Approve Contract with Hamm's Blinds & Drapes, Inc., for Replacement Blinds at Fire Station Headquarters. Cox Deckard seconded. Motion is passed.



Wason presented Approve Contract with Axis Painting, Inc., for Painting of Burn Tower at Fire Station Training Center. See meeting packet for details.

**Approve Contract with Axis Painting, Inc., for Painting of Burn Tower at Fire Station Training Center**

Palazzo made a motion to Approve Contract with Axis Painting, Inc., for Painting of Burn Tower at Fire Station Training Center. Cox Deckard seconded. Motion is passed.

Wason showed a before and after picture of the Kirkwood Ave. and Washington St. main break to show how quickly and efficiently the repair got completed. There was also another main break in front of the Social Cantina that was completed quickly as well. Wason said he's always happy to assist with City of Bloomington Utilities. Wason stated that Brighten B-Town is still ongoing. The last thing Wason reported is another event at the Bloomington Animal Shelter called "Clear the Shelter Event." The goal is to adopt out as many animals as possible. Wason wanted to give Mike Stinson, Street Department, a shout out for helping pull a dog out of a crushed culvert. Stinson made the front page of the paper in Bloomington because of his assistance with the Animal Control Officers. He has also gotten quite the attention from news media in Texas as well.

**STAFF REPORTS & OTHER BUSINESS**

Palazzo made a motion to approve claims in the amount of \$2,295,975.40. Cox Deckard seconded. Claims are approved.

**APPROVAL OF CLAIMS**

Cox Deckard called for adjournment. Meeting adjourned at 6:21 P.M.

**ADJOURNMENT**



Accepted By:

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Kyla Cox Deckard, President

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Beth H. Hollingsworth, Vice-president

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Dana Palazzo, Secretary

Date:

Attest to:





## Board of Public Works Staff Report

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**Project/Event:** Lotus World Music and Arts Festival.  
**Petitioner/Representative:** Lotus Education & Arts Foundation  
**Staff Representative:** Sean M. Starowitz  
**Meeting Date:** August 20, 2019  
**Event Date:** September 26-29, 2019

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This request is for street closures, use of parking spaces, and noise waiver for the 26<sup>th</sup> Anniversary Lotus World Music & Arts Festival scheduled for Thursday, September 26 through Sunday, September 29, 2019. Each fall the signature World Music & Arts Festival presents 50+ performances with over 140 individual artists from across the globe, serving a multi-generational audience of over 12,000 people. The Festival spans 4 days and creates a multi-block pedestrian perimeter in downtown Bloomington.

Attached are maps detailing road closures, waste management plan, and traffic plan.

Lotus will notify and work with all concerned departments on the matter of the perimeter of the festival and the closure of streets, and will also notify residents and businesses in the surrounding area.

**Staff recommends approval of the request.**





## 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:	Tamara Loewenthal		
Contact Phone:	812-336-6599	Mobile Phone:	(812) 219 - 1890
Title/Position:	Executive Director		
Organization:	Lotus Education & Arts Foundation		
Address:	105 S Rogers		
City, State, Zip:	Bloomington, IN 47402		
Contact E-Mail Address:	<a href="mailto:tamara@lotusfest.org">tamara@lotusfest.org</a>		
Organization E-Mail and URL:	Lotusfest.org		
Org Phone No:	812-336-6599	Fax No:	

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

Organization Name:	Food/beverage vendors: One World Enterprises; Upland Brewing Co.		
Address:			
City, State, Zip:			
Contact E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:	Food Truck/Food Stands organizer: The Chocolate Moose		
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			



<input checked="" 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. <b>DEADLINE:</b> To Public Works no later than five days before event.
<input type="checkbox"/>	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
<input type="checkbox"/> <i>see notes</i>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input checked="" type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

## 6. CHECKLIST

<input checked="" type="checkbox"/>	Determine what type of Event
<input checked="" type="checkbox"/>	Complete application with attachment <input checked="" type="checkbox"/> Detailed Map <input checked="" type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input checked="" type="checkbox"/> Maintenance of Traffic Plan <input checked="" type="checkbox"/> Noise Permit Application (if applicable) <input checked="" 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 checked="" type="checkbox"/> Waste and Recycling Plan (if applicable)
<input checked="" type="checkbox"/>	Date Application will be heard by Board of Public Works (contact ESD at 812-349-3418 for date)
<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) <i>please see notes below</i>
<input checked="" type="checkbox"/>	No Parking Signs <input checked="" type="checkbox"/> Board of Public Works approved events are provided by Department of Public Works (DPW)  <input checked="" type="checkbox"/> Contacted DPW at 812-349-3410 to request and schedule No Parking Signs

### Additional event notes:

- The Chocolate Moose is responsible for all food trucks/food vendors except for OWE and will handle all MCHD licenses, etc. directly.
- One World Enterprises will submit all MCHD paperwork directly.
- Alcohol vendors are responsible for obtaining all required permits
- Lotus is working with City for potential use of electric meter #108386029

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

**Amusement and Entertainment Permits: The Indiana Department of Homeland Security requires that certain events be inspected by a representative from the Department of Homeland Security. Amusement and Entertainment permits are required for events at a variety of locations and venues. Some of the most common kinds of places that require amusement entertainment permits are places where the following kinds of events occur: concerts and other shows, amusement rides, movies, dances, and bowling. It is your responsibility to contact the Department of Homeland Security to see if your event requires an Amusement and Entertainment Permit and an inspection. The Department of**





LOTUS-1

OP ID: LS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

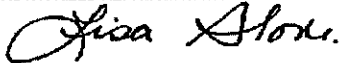
<b>PRODUCER</b> ISU Ins Svcs-The May Agency 1327 N. Walnut St. PO Box 1669 Bloomington, IN 47402 Lisa M Stone	812-334-2400	<b>CONTACT NAME:</b> Lisa M Stone <b>PHONE (A/C, No, Ext):</b> 812-334-2400 <b>FAX (A/C, No):</b> 812-332-3646 <b>E-MAIL ADDRESS:</b> slone@mayagency.com
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Lotus Ed. & Arts Foundation PO Box 1667 Bloomington, IN 47402	INSURER A: West Bend Mutual	NAIC #: 15350
	INSURER B: Travelers	25674
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	1787098	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in IN) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	6JUB-1K09983-2-19	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  City of Bloomington P.O. Box 100 Bloomington, IN 47402	<b>CITYBLO</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## DRAFT/SAMPLE LETTER FOR 2019 DISTRIBUTION

July 17, 2019

Dear Downtown Resident:

The **26th Lotus World Music & Arts Festival will be held September 26 - 29, 2019**, and we look forward to another exciting year in downtown Bloomington. Once again, we expect to draw thousands of people to our city's lively and pedestrian-friendly downtown to enjoy world-class performing artists from all over the globe. The Lotus Festival has become a signature event for Bloomington, and it is made possible by the support of our community—thank you!

From past festivals, we know that ~12,000 people visit downtown Bloomington over the course of the event each year. Lotus attendees – many from out of town – start arriving long before the evening festivities start, and they spend considerable time on festival weekend exploring the streets around the Courthouse, shopping in local stores, and enjoying local restaurants and bars.

Evening showcases and other evening events will begin at approximately 6:00 p.m. and run until 12:00 a.m. (midnight) on Friday, September 27, and Saturday, September 28. Festival set-up begins as early as Thursday, and tear-down can run until Sunday afternoon.

**In order to create and maintain a festive, safe environment in the streets throughout the long weekend, Lotus is proposing the following street closings in 2018:**

- \* **From 7:00 a.m. Thursday, Sept. 26, until 4:00 p.m. Sunday, Sept. 29:**
  - o 6th St. between College Ave. and Walnut St., and alley running north to midpoint of block
  - o 4th St. between College Ave. and Walnut St., and alleys running north and south to midpoint of block

*(Note: 4th St. Parking Garage remains OPEN and accessible throughout the weekend.)*
- \* **From 7:00 a.m. Friday, Sept. 27, until 9:00 a.m. Sunday, Sept. 29:**
  - o Kirkwood Ave. between Walnut St. and Washington St., and all connecting alleys
- \* **From 7:00 a.m. Friday, Sept. 27, until 3:00 p.m. Sunday, Sept. 29:**
  - o 6th Street between Walnut St. and Washington St., and alley running north to midpoint of block
- \* **From 9:00 a.m. to 12:30 a.m. on Friday, Sept. 27, and from 4:00 p.m. to 12:30 a.m. on Saturday, Sept. 28:**
  - o Kirkwood Ave. between Washington St. and Lincoln St., and all connecting alleys
- \* **From 5:30 p.m. to 12:30 a.m. on Friday, Sept. 27, and Saturday, Sept. 28:**
  - o Washington St. from 4th St. to 7th St. and all connecting alleys

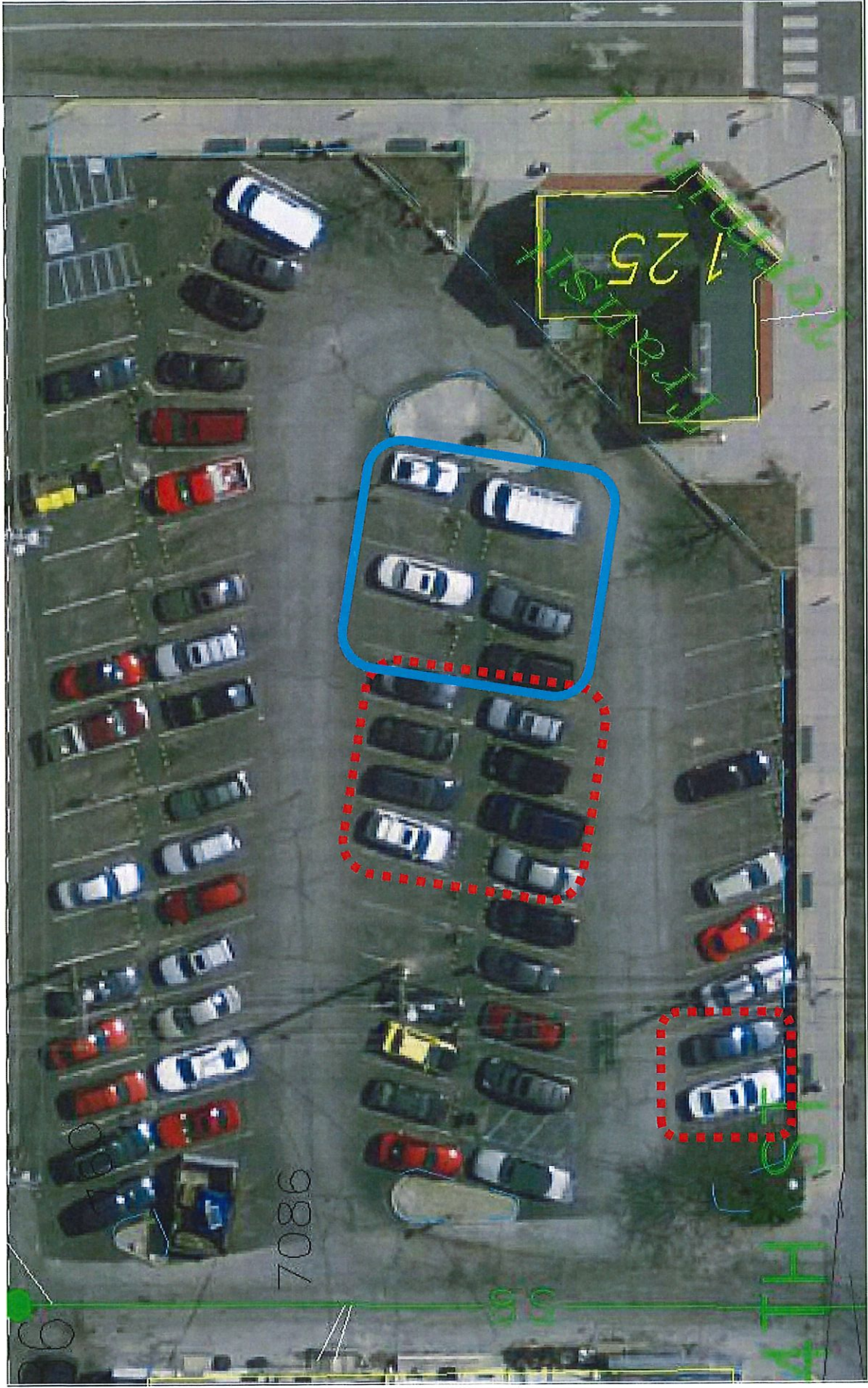
*(Note: Washington St. between 6th and 7th St. will be ONLY be accessible to residents of that block.)*

  - o 6th St. from Washington St. to Lincoln St. and all connecting alleys
- \* **From 8:30 - 9:00 p.m. on Saturday, Sept. 28:**
  - o A short parade will briefly halt traffic with a "rolling" closure starting from 4th & Washington, heading west on 4th St. for 1 block, then north on Walnut St. for 3 blocks, then east on 7th St. for 1 block. Parking along the route will not be impacted.



# Lotus World Music & Arts Festival 2019

Dumpster Placement and No-Parking zones/times in City of Bloomington parking lot located at 4th & Washington



■ = Dumpster Site(s): Closed Friday 9/27 @ 5:00am THROUGH Monday 9/30 @ 7:00am

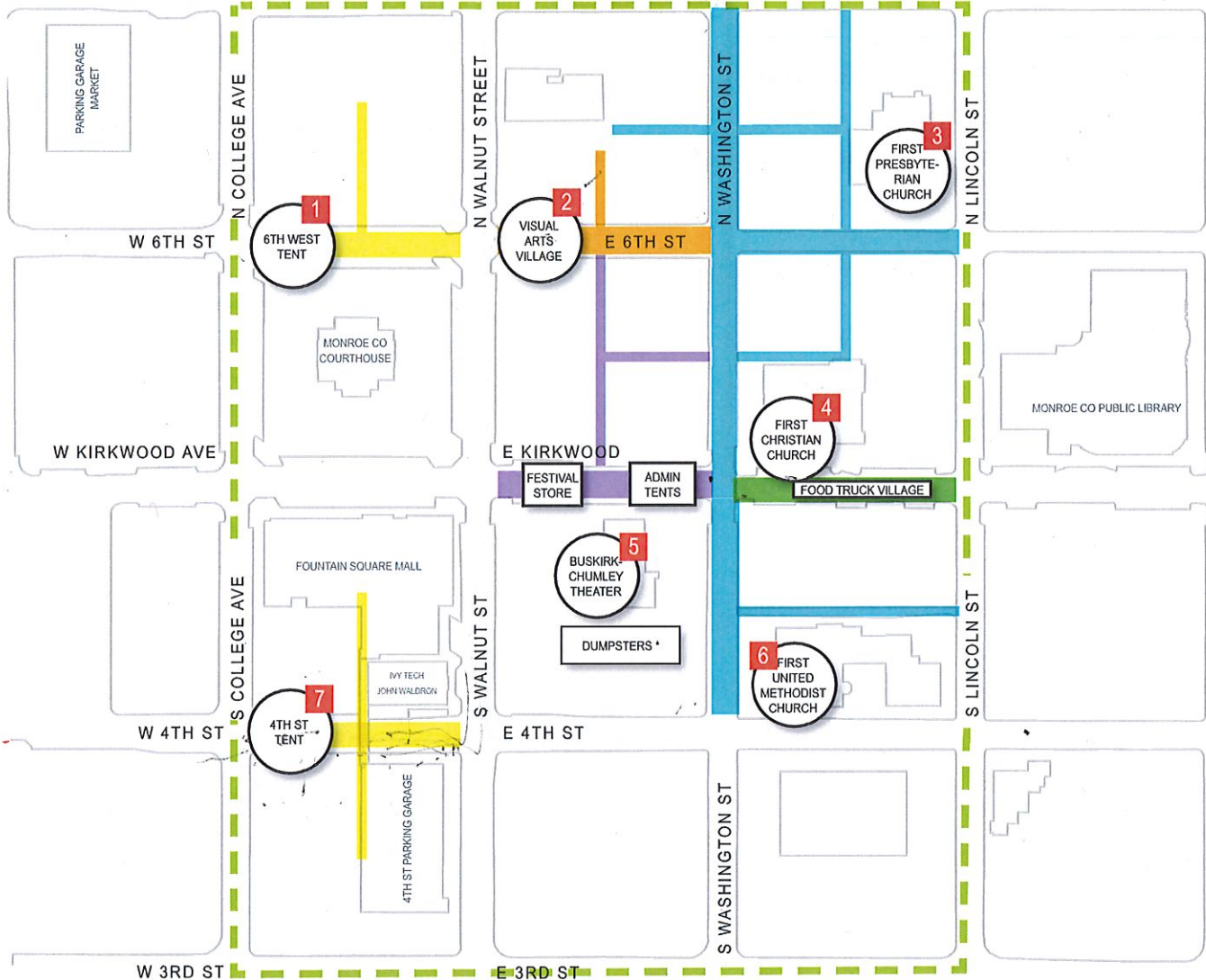
■ = Clearance for pickup/dropoff: Closed Friday 9/27 @ 5:00-7:00am AND Monday 9/30 @ 5:00-7:00am





# LOTUS 2019 STREET & ALLEY CLOSINGS

## MAP · SEPTEMBER 26-29



- CLOSED 7:00AM THURSDAY-4:00PM SUNDAY  
(PARKING GARAGE ACCESS REMAINS OPEN)
- CLOSED 5:30PM-12:30AM FRIDAY & SATURDAY
- CLOSED 9:00AM-12:30AM FRI & 4:00PM-12:30AM SATURDAY
- CLOSED 7:00AM FRIDAY-9:00AM SUNDAY
- CLOSED 7:00AM FRIDAY-3:00PM SUNDAY

- FESTIVAL PERIMETER
- FESTIVAL VENUE OR FACILITY

\* see detail for Dumpster placement/times





**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2019-78**

**LOTUS WORLD MUSIC AND ARTS FESTIVAL 2019**

**WHEREAS**, the City of Bloomington Board of Public Works (hereinafter referred to as the “City”) is empowered by I.C. 36-9-6-2 to supervise city streets, sidewalks and parking spaces; and

**WHEREAS**, the Lotus Education & Arts Foundation, Inc. (hereinafter referred to as “Lotus”) would like to have the City close the following City streets: W. 6th Street between North College Avenue and North Walnut Street and E. 6<sup>th</sup> Street from North Walnut to North Lincoln, E. Kirkwood Avenue between North Walnut to North Lincoln Streets, North & South Washington Street between East 7th and East 4th Street, West 4th Street between South College Avenue and South Walnut Street, in order to conduct a Special Event: the Lotus World Music and Arts Festival; and,

**WHEREAS**, Lotus has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured; and

**WHEREAS**, the City desires to close said streets in order to support this community function.

**NOW, THEREFORE, BE IT RESOLVED** that the City approves the Special Event herein described, subject to the following conditions:

1. The City declares that all or a portion of the following City streets shall be temporarily closed to motor vehicles to conduct the Lotus World Music and Arts Festival: W. 6th Street between North College Avenue and North Walnut Street and E. 6<sup>th</sup> Street from North Walnut to North Lincoln, E. Kirkwood Avenue between North Walnut to North Lincoln Streets, North & South Washington Street between East 7th and East Fourth Street, West 4th Street between South College Avenue and South Walnut Street beginning at 7:00 a.m. on Thursday, September 26, 2019 and ending at 4:00 p.m. on Sunday, September 29, 2019 as indicated on the attached Lotus Comprehensive Map.
2. Lotus is requesting eighteen (18) parking spaces in City Lot 3 from 5:00 a.m. Friday, September 27, 2019 to 7:00 a.m. Monday, September 30, 2019 for trash and recycling services, Twenty (20) parking spaces on S. Lincoln along 3<sup>rd</sup> Street Park’s eastern edge from 11:00 a.m. to 5:00 p.m. on Saturday, September 28, 2019, and Three (3) spaces along N. Washington from 9:00 a.m. on Friday, September 27, 2019 to 5:30 p.m. on Saturday, September 28, 2019.
3. Lotus shall post "No Parking" signs on parking spaces at least 24 hours in advance of the closing of the parking spaces. Temporary “No Parking” signs may be obtained from the City’s Department of Public Works.
4. Lotus shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Planning and Transportation Department. Lotus shall obtain, and place at Lotus’ own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers for protection; pedestrian barriers; and other engineering controls or personnel as deemed

Resolution 2019-78



appropriate. Lotus shall not close the streets until 7:00 a.m. on Thursday, September 26, 2019 and shall remove barricades and signage by 4:00 p.m. on Sunday, September 29, 2019.

5. Lotus shall be responsible for notifying the general public, public transit and public safety agencies of the street closing by notice at least 48 hours in advance.
6. Lotus shall clean up the affected area before, during and after the event. Clean-up shall include, but not be limited to, removal of all “no parking” signs posted for the event, the removal of any and all food and/or drink, picking up all trash and litter, sweeping up any and all broken glass, and emptying and removing all trash cans/receptacles. Clean-up shall be completed by 4:00 p.m. on Sunday, September 29, 2019.
7. The City declares the above-described and approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
8. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during those events that are part of the Lotus World Music and Arts Festival.
9. Lotus shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
10. Lotus shall be responsible for developing, enacting, and enforcing an Emergency Action Plan covering emergencies, including but not limited to weather related emergencies, that may arise during the course of the Lotus World Music and Arts Festival, a copy of which Lotus agrees to submit to the City at least thirty (30) days prior to the beginning of the Lotus World Music and Arts Festival.
11. In the event Lotus allows mobile food vendor units, as defined by Bloomington Municipal Code Chapter 4.28, and/or pushcarts, as defined by Bloomington Municipal Code Chapter 4.30, to locate inside of their Special Event area, the following additional conditions shall specifically apply to any mobile food vendor units and/or pushcarts:
  - a. Shall obtain a permit from the Monroe County Health Department;
  - b. If a spark, flame or fire is used, an open burn permit from Bloomington Fire Department shall be obtained;
  - c. Shall not attach any portion of their unit or cart to a building, tree, telephone pole, streetlight pole, traffic signal pole or fire hydrant;
  - d. Shall not use any public electrical outlet;
  - e. Shall only be permitted to utilize a private electrical outlet if a licensed electrician has provided written documentation that said outlet is capable of handling the unit or pushcart’s electrical needs;
  - f. Shall serve their food and beverages in containers that do not allow the food or beverages to fall onto the street or sidewalk.
  - g. If utilizing a grill or device that results in a spark, flame or fire shall do the following: locate at least 20 feet away from a building; provide a barrier between the grill or device and the public; not allow the spark or flame to exceed 12 inches in height; and have a fire extinguisher within reaching distance;



- h. Shall contain an approved grease interceptor or grease trap;
- i. If a generator is utilized, the generators shall not exceed 70dBa;
- j. Shall maintain the food storage areas in a manner that are free from rats, mice, flies and other insects or vermin.

12. Lotus, its officers, directors, agents, employees, members, successors and assigns, do hereby indemnify and hold harmless the City, its Boards, officers, agents and employees from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") 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.

13. \_\_\_\_\_, a duly authorized representative of Lotus, represents that he/she is fully empowered by proper action of Lotus to bind Lotus to the terms and conditions set forth in this Resolution and does so bind Lotus by his/her signature set forth below.

ADOPTED THIS 20 DAY OF AUGUST, 2019.

BOARD OF PUBLIC WORKS:

LOTUS EDUCATION & ARTS FOUNDATION, INC.:

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Beth H. Hollingsworth, Vice President

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Dana Palazzo, Secretary

\_\_\_\_\_  
Title





## Board of Public Works Staff Report

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**Project/Event:** Walk to End Alzheimer's

**Petitioner/Representative:** Bloomington Parks and Recreation Dept.

**Staff Representative:** Sean Starowitz

**Meeting Date:** August 20, 2019

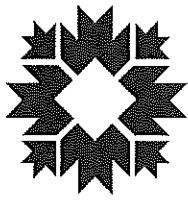
**Event Date:** Sunday, September 15, 2019

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The Walk to End Alzheimer's will be held on Sunday, September 15, 2019, and is requesting use of the South Showers Parking Lot, Showers Common, Showers Plaza, from 10:30 am until 4:00 p.m. so that they can host their annual Walk to End Alzheimer's. The organization has been granted permission by Parks & Recreation to use the B-Line trail for their walk. Also included in the Resolution is a waiver of the noise ordinance.

**Staff recommends approval of the request.**





**CITY OF BLOOMINGTON**

# **NEIGHBORHOOD BLOCK PARTY APPLICATION**

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

## **1. Applicant Information**

Contact Name:	Kyle Davern		
Contact Phone:	317-587-2238	Mobile Phone:	812-764-8059
Title/Position:	Manager, Walk to End Alzheimer's		
Neighborhood:	City Hall Plaza		
Address:	401 N. Morton Street		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	kdavern@alz.org		
Neighborhood E-Mail and URL:	act.alz.org/bloomington		
Org Phone No:	317-587-2238	Fax No:	

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

Organization Name:	Autumn Hills		
Address:	3203 E. Moores Pike		
City, State, Zip:	Bloomington , IN 47401		
Contact E-Mail Address:	darci.underwood@jeaseniorliving.com		
Phone Number:	812-269-8220	Mobile Phone:	
Organization Name:	Garden Villa		
Address:	1100 S. Curry Pike		
City, State, Zip:	Bloomington, IN 47403		
E-Mail Address:	mgaston1@gardenvillahealth.com		
Phone Number:	812-339-1657	Mobile Phone:	



### 3. Event Information

Date(s) of Event:	9/15/2019		
Time of Event:	Date: 9/15 Start: 12:30	Date: 9/15	End: 3:00
Setup/Teardown time Needed	Date: 9/15 Start: 10:30	Date: 9/15	End: 4:00
Calendar Day of Week:	Sunday		
Description of Event:	<p>Held annually in more than 600 communities nationwide, the Alzheimer's Association Walk to End Alzheimer's is the world's largest event to raise awareness and funds for Alzheimer's care, support and research. This inspiring event calls on participants of all ages and abilities to join the fight against the disease!</p>		
Street(s) you wish to close	No Street Closures (unless Parking lot of city hall is necessary)		
Expected Number of Participants:	500-600	Expected # of vehicles (Use of City Parking spaces): 100-200	



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

- A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified)
  - 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)
- Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
- A properly executed Maintenance of Traffic Plan
  - Determine if No Parking Signs will be required
- Noise Permit application
- If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
- Waste and Recycling Plan if more than 100 participates (template attached)

**8. CHECKLIST**

- Complete application with attachment
  - Detailed Map
  - Proof of notification to businesses/residents (copy of letter/flyer/other) and date going before the Board of Public Works (contact ESD at 812-349-3418 for date)
  - Maintenance of Traffic Plan
  - Noise Permit Application (if applicable)
  - Certificate of Liability Insurance
  - Secured a Parade Permit from Bloomington Police Department (if applicable)
  - Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable)
  - Waste and Recycling Plan (if applicable)
- Date Application will be heard by Board of Public Works
- Approved Parks Special Use Permit (if using a City Park)
- If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)

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

**Amusement and Entertainment Permits: The Indiana Department of Homeland Security requires that certain events be inspected by a representative from the Department of Homeland Security. Amusement and Entertainment permits are required for events at a**



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

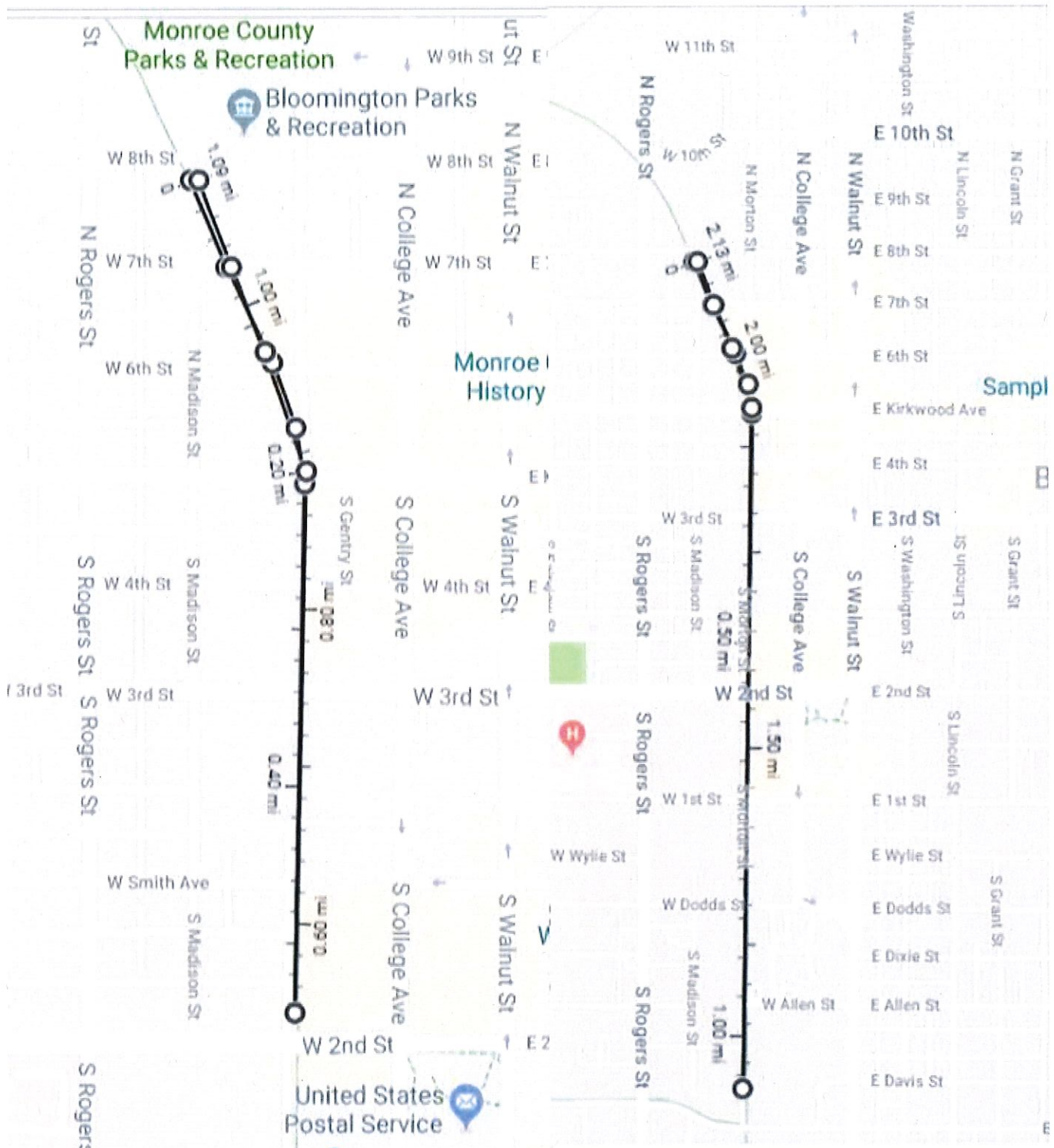
**For City Of Bloomington Use Only**

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









Measure distance

Click on the map to add to your path

Total area: 3,271.15 ft<sup>2</sup> (303.90 m<sup>2</sup>)

Total distance: 1.09 mi (1.75 km)

Measure distance

Click on the map to add to your path

Total area: 10,924.75 ft<sup>2</sup> (1,014.94 m<sup>2</sup>)

Total distance: 2.13 mi (3.43 km)



**BOARD OF PUBLIC WORKS  
RESOLUTION 2019-79**

**WALK TO END ALZHEIMER'S**

WHEREAS, the Board of Public Works is empowered by I.C. 36-9-6-2 to supervise City streets and municipal parking lots; and

WHEREAS, the City of Bloomington has committed itself to promoting and assisting organizations in Bloomington and to support Walk to End Alzheimer's; and

WHEREAS, Walk to End Alzheimer's is desirous of using City property which includes Showers Common, Showers Plaza, City Hall South Parking Lot, and the City Hall Restrooms, to sponsor a walk, on Sunday, September 15, 2019 scheduled for 10:30 a.m. through 4:00 p.m.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The sponsors will be responsible for removing all trash from the street and sidewalks within the areas requested. Cleanup shall be completed by 4:00 p.m. on Sunday, September 15, 2019.
2. By granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
3. \_\_\_\_\_, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 20 DAY OF AUGUST, 2019.

**BOARD OF PUBLIC WORKS:**

**WALK TO END ALZHEIMER'S**

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Beth H. Hollingsworth, Vice-President

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Dana Palazzo, Secretary

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date





## Board of Public Works Staff Report

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**Project/Event:** Request to use Public Right-Of-Way for Placement of Dumpster at W 8<sup>th</sup> St. by Weddle Bros. Building Group, LLC

**Petitioner/Representative:** Weddle Bros. Building Group, LLC/Kent James

**Staff Representative:** Sara Gomez, Public Improvements Manager

**Date:** 8/20/2019

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**Report:** Weddle Brothers is requesting permission to use the right-of-way on the northeast side of W 8<sup>th</sup> St between Morton and College Ave to place a dumpster container. Weddle Brothers is doing a renovation on the interior of Smallwood Apartments. Weddle Brothers would place a dumpster container in 2 metered parking spaces during the renovation and would pay for the meters no less than 24 hours in advance of placing the dumpster. The meters would be in use from August 22<sup>nd</sup>, 2019 to January 3<sup>rd</sup>, 2020.

---

**Recommendation and Supporting Justification:** A Resolution document has been prepared for this right of way use request and will be signed by the Weddle Brothers representative. Staff recommends that the Board approve this use of the right-of-way with the conditions of the Resolution.

Recommend  Approval  Denial by Sara Gomez





**City of Bloomington  
Parking Enforcement Department**

**PODS, DUMPSTERS AND MOVING TRUCK APPLICATION-DOWNTOWN ONLY**

Permit # \_\_\_\_\_ Temp Hangtag # \_\_\_\_\_

Ordinance 15.32.090

2. A separate permit shall be required for each parking space requested for any vehicle, dumpster, moving pod.

7. The fee for a temporary parking permit shall be the greater of the hourly parking rate for each hour reserved by the permit or \$20.00 per day per vehicle parking space for parking spaces reserved by the permit.

Name: Kent James Address: 2182 W Industrial Park Dr.  
 Phone Number: 812-318-8676 Email Address: kjames@weddlebros.com  
 Location: W 8th St. Number of spaces: two  
 Nature of request: Needed for Const. 2 weeks?  Yes  No Extended

Downtown Meters Spaces Numbers(s): 200A & 202A

Start Time 8 a.m. / p.m. 8/22/19 End Time 8 a.m. / p.m. 1/3/20

The applicant certifies and agrees to the following:

- I am authorized to make this application.
- I have read this application and attest that the information which has been furnished is correct.
- 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.
- I agree to comply with all City of Bloomington Ordinances, permit conditions and State statutes.
- I will abide by all City of Bloomington inspections and conditions of approval.
- I will have the approved permit, MOT plans, and work plans (or copies) on the job site at all times.
- 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.
- 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.
- If pod, dumpsters or moving truck is not moved within the time frame specified on this form, additional charges will apply.

Signature: Kent James Date: 8/14/19

Office use only: Application Fee: \$10.00 Daily Fee: \$20.00 Payment type: \_\_\_\_\_ Total Fee: \$4,370.00





**WEDDLE BROS. BUILDING GROUP, LLC**

*A Weddle Bros. Construction Company*

100% Employee Owned

August 12, 2019

*Via Electronic Delivery*

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

**RE: Requested Parking Space Closure at NW Corner of 8<sup>th</sup> St. and College Ave.**

Dear Board Members:

Weddle Bros. Building Group (Weddle) is beginning an approximately four-month renovation of the first floor of the Smallwood Plaza Apartments at 455 N. College Avenue. In order to facilitate this project, Weddle is respectfully requesting temporary rental of two parking spaces at the northwest corner of the intersection of 8<sup>th</sup> Street and College Avenue for dumpster placement and or ingress and egress of materials in and out of the building (see map attached). Weddle is requesting these spaces from August 22, 2019 through January 3, 2020.

Weddle Superintendent Chad Gabbard at 812-322-6329 will coordinate with City of Bloomington authorities for day to day use of the spaces and to respond to any issues that may arise.

If you have any questions regarding this request, please contact me at your earliest convenience.

Sincerely,  
Weddle Bros. Building Group, LLC

Kent James,  
Project Manager



**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2019-81**

**PARKING SPACE RESERVATION AT W 8<sup>TH</sup> ST**

WHEREAS, the Board of Public Works is empowered by I.C. 36-9-6-2 to supervise city streets; and

WHEREAS, Weddle Bros. Building Group, LLC, (hereinafter “Weddle Bros.”) has requested use of city right of way to place a dumpster container; and

WHEREAS, Weddle Bros. has agreed to pay the City the sum of \$4,370.00 no less than twenty-four (24) hours prior to the placement of the dumpster onto the two (2) metered parking spaces identified below.

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington approves the event herein described, provided that:

1. The City of Bloomington Board of Public Works agrees that the parking area adjacent to the following parking meters may be utilized to place a storage structure from Thursday, August 22, 2019, until Friday, January 3, 2020: 8THW200-A and 8THW202-A. Weddle Bros. agrees not to close off any roads, sidewalks, other parking areas or any other portion of the right of way during this time.
2. In the event Weddle Bros. has not completed its work by January 3, 2020, Weddle Bros. shall incur and agrees to pay meter fees of Forty Dollars (\$40.00) per day for each working day after January 3, 2020 that Weddle Bros. continues to use public right of way at the site.
3. The reservation of the parking spaces outlined above is for the purpose of allowing Weddle Bros. to renovate the interior of the property on the northwest corner of College Avenue and W 8th Street.
4. In consideration for the use of the City’s property and to the fullest extent permitted by law, Weddle Bros., for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby 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”) 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.
5. \_\_\_\_\_, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.



ADOPTED THIS 20 DAY OF AUGUST, 2019.

**BOARD OF PUBLIC WORKS:**

**WEDDLE BROS. BUILDING GROUP, LLC:**

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Beth H. Hollingsworth, Vice-President

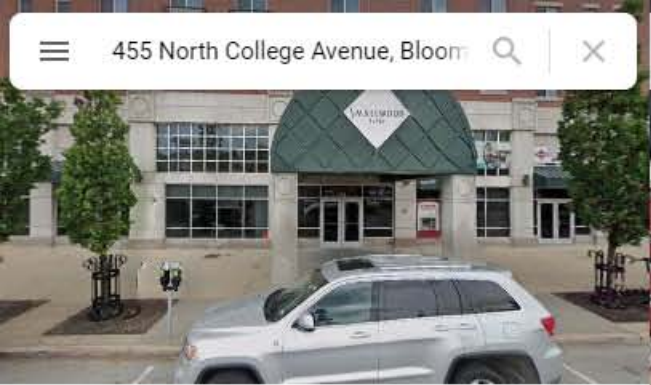
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Dana Palazzo, Secretary

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date





455 North College Avenue, Bloomington, IN

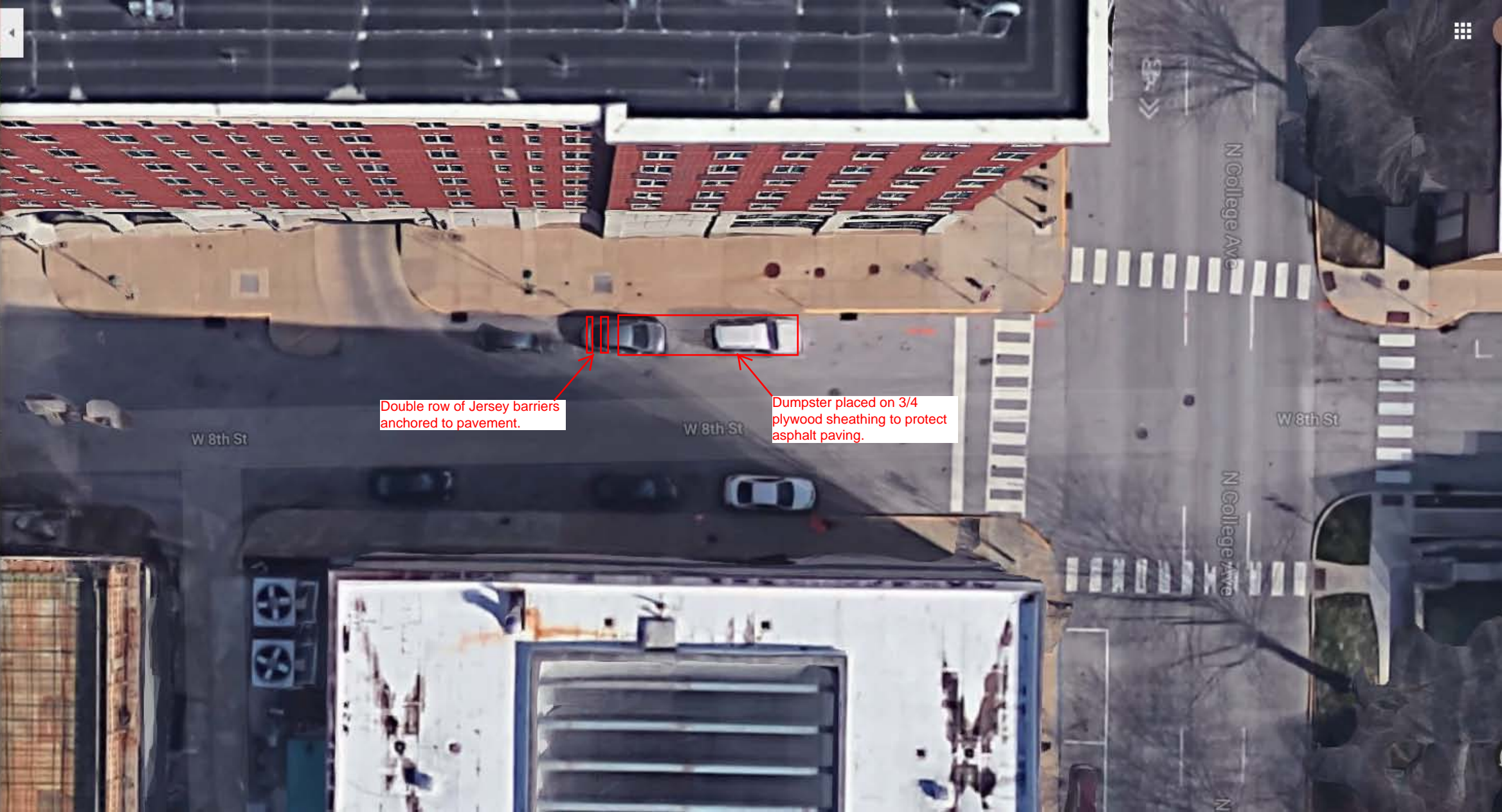
### 455 N College Ave

Bloomington, IN 47404

- Directions
- Save
- Nearby
- Send to your phone
- Share

- 5FC7+2W Bloomington, Perry Township, IN
- Report a problem on 455 N College Ave
- Add a missing place
- Add your business
- Add a label

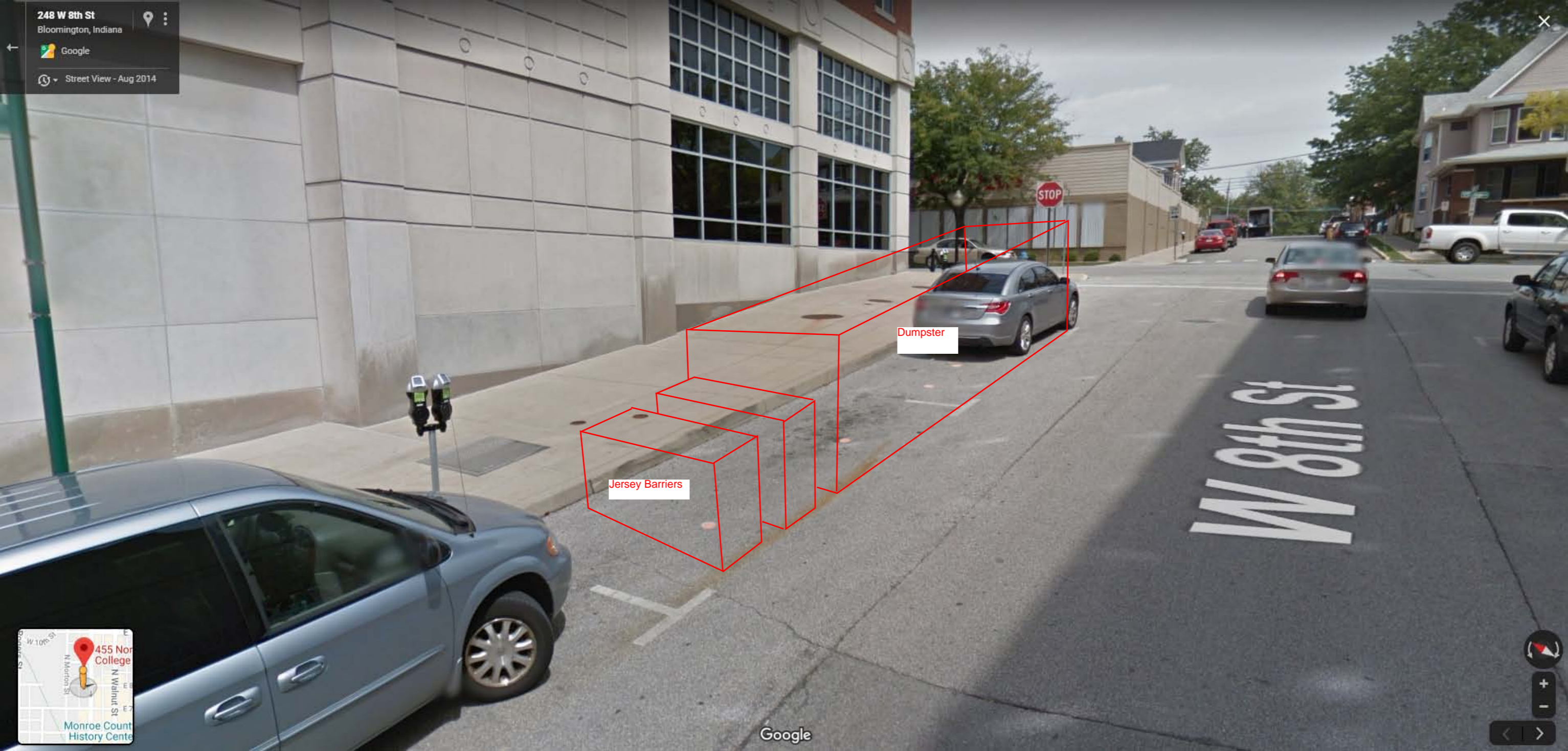
### Photos



Double row of Jersey barriers anchored to pavement.

Dumpster placed on 3/4 plywood sheathing to protect asphalt paving.





Dumpster

Jersey Barriers







## Board of Public Works Staff Report

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**Project/Event:** Outdoor Lighting Service Agreements with Duke Energy

**Petitioner/Representative:** Department of Public Works

**Staff Representative:** Christina Smith

**Meeting Date:** August 20, 2019

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The Department of Public Works requested and received a lighting plan for the following location:

Location: E. 4<sup>th</sup> Street & N. Dunn Street

Fixtures: Three (3) 70 Watt LED roadway fixtures mounted on existing wooden poles.

Funding Source: Parking Meter Fund

Option A: \$1,398.78

Funding Source: Local Roads and Streets Fund

Estimated Monthly Charge: \$7.01

On July 9th, the Board of Public Works approved an Outdoor Lighting Service Agreement for lights located within the interior of the surface lot. At the Bloomington Police Department's request, additional lighting is needed in the east/west alleyway between the surface lot & Dunkirk Square building and on E. 4<sup>th</sup> Street to illuminate the western edge of the lot to increase public safety.

These lights 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. The equipment costs associated with these leased street lights will be paid out of the Parking Meter Fund and the ongoing monthly costs will be paid out of the Local Road & Street Fund with the Street Operations Division's budget.

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





8/14/2019

CITY OF BLOOMINGTON MISC: LIGHTS  
PO BOX 100  
BLOOMINGTON , IN 47402-0100

Subject:  
110 DUNN ST S  
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



Agreement Information	Equipment, Energy and Maintenance			BLTILCLM0000015100		8/14/2019
	Agreement Coverage			Agreement Number		Current Date
78603930	33683644	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 MISC: LIGHTS					
Service Location or Subdivision						
Service Address	110 DUNN ST S					
Service Address						
Service City, State, Zip code	BLOOMINGTON	IN				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.
Mailing Name	CITY OF BLOOMINGTON MISC: LIGHTS				Notes:	
Mailing Business Name						
Mailing Address	PO BOX 100					
Mailing Address						
Mailing City, State, Zip code	BLOOMINGTON	IN	47402-0100			

**PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 11/12/2019  
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	\$1,398.78	\$3.95	\$3.06	3	\$7.01	<b>\$2.34</b>	<b>\$2.34</b>
Option B - 1 Year Agreement Initial Term	\$121.90	\$3.95	\$3.06	3	\$128.91	<b>\$42.97</b>	<b>\$2.34</b>
Option C - 3 Year Agreement Initial Term	\$41.76	\$3.95	\$3.06	3	\$48.78	<b>\$16.26</b>	<b>\$2.34</b>
Option D - 5 Year Agreement Initial Term	\$28.34	\$3.95	\$3.06	3	\$35.35	<b>\$11.78</b>	<b>\$2.34</b>
Option E - 7 Year Agreement Initial Term	\$22.73	\$3.95	\$3.06	3	\$29.74	<b>\$9.91</b>	<b>\$2.34</b>
Option F - 10 Year Agreement Initial Term	\$18.67	\$3.95	\$3.06	3	\$25.68	<b>\$8.56</b>	<b>\$2.34</b>

\* 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.

<b>Duke Energy Representative</b>	<b>AND</b>	<b>Customer / Representative</b>
Signature <u><i>Craig Barker</i></u>		Signature _____
Printed Name <u>Craig Barker</u>		Printed Name _____
Date <u>8/14/2019</u>		Date _____

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this 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
2	Roadway LED 70W Gray (RAL7038) Type III	6,261	70	0.0700	280	\$1.32	\$1.02	3	\$7.01
<b>SECTION I - A - TOTALS</b>								<b>*ESTIMATED MONTHLY TOTAL COST</b>	<b>7.01</b>

\*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 0.04377 Rate Effective Date 9/1/2018 Estimated Annual Burn Hours 4,000

<b>**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE</b>	
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	3

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

**D. MISC. EQUIPMENT AND QUANTITY UTILIZED IN THIS PROJECT\***

OTHER EQUIPMENT	
Quantity	Other Equipment Style
Other CU Quantity (Installs Only)	Other CU Description (Installs Only)

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

<i>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.</i>	
Customer's Signature _____	Date _____



## **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.



## 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.





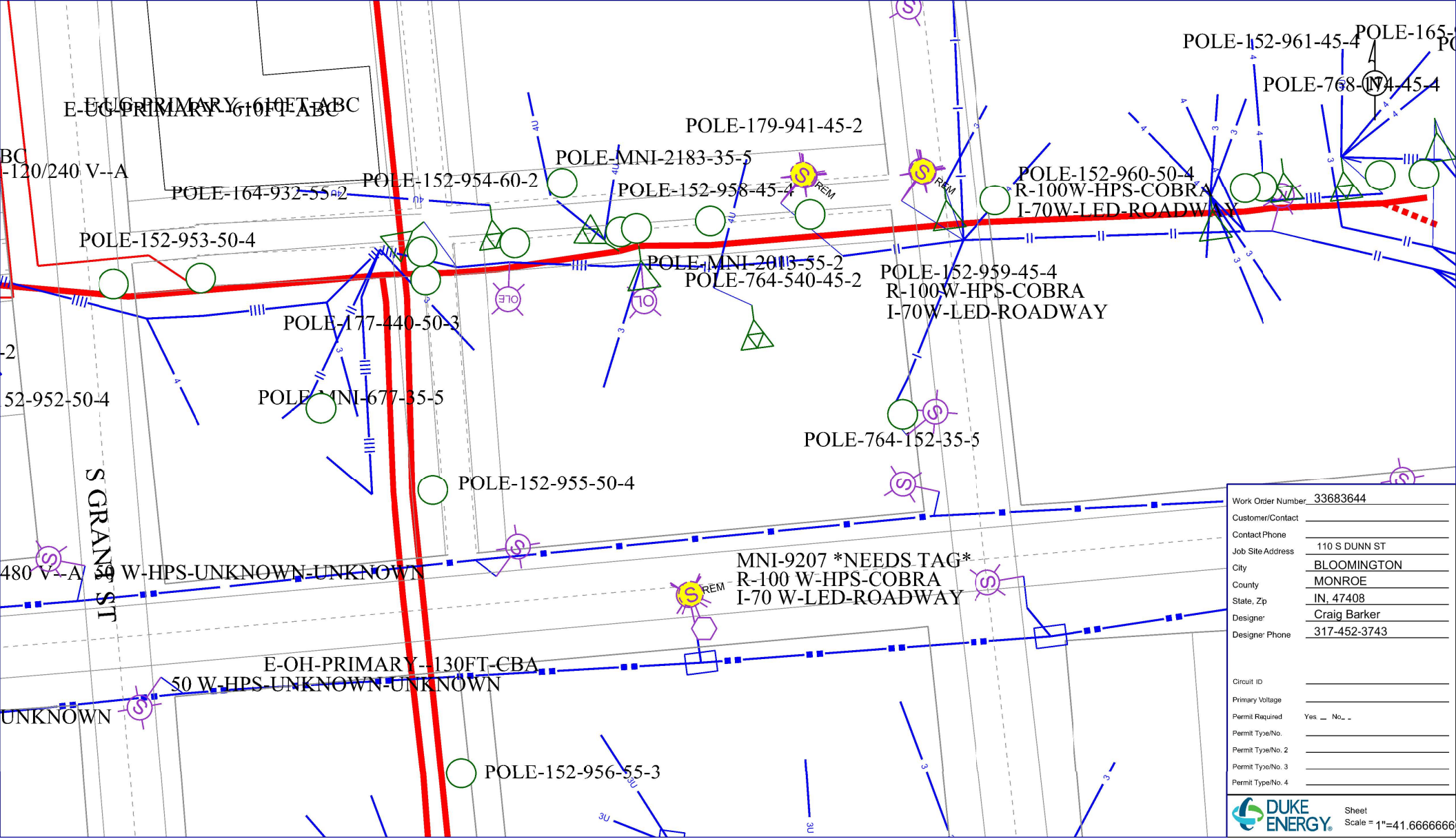
USP: Add Up Stream Protection, Facility ID, and Blocking Devis Type  
 USP:  
 USP:  
 USP:  
 USP:



Safety Reminders / Adverse Conditions  
 ?:  
 ?:  
 ?:

Work Zone General Comments: Double click to e  


REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



Work Order Number	33683644
Customer/Contact	
Contact Phone	
Job Site Address	110 S DUNN ST
City	BLOOMINGTON
County	MONROE
State, Zp	IN, 47408
Designer	Craig Barker
Designer Phone	317-452-3743
Circuit ID	
Primary Voltage	
Permit Required	Yes _ No_ _
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
8/16/2019	Payroll				411,290.88
					<u>411,290.88</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 \$ 411,290.88

**Dated this 20th day of August 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 the Construction Inspection Contract with The Etica Group, Inc. for the School Zone Enhancements Project

**Petitioner/Representative:** Planning and Transportation Department

**Staff Representative:** Neil Kopper, Project Engineer

**Date:** 8/20/2019

**Report:** This project will install or improve school zones and school-related pedestrian crossings throughout the City. The project is included in the Bloomington/Monroe County Metropolitan Planning Organization (MPO) Transportation Improvement Plan (TIP) and is programmed with federal funding for construction (\$410,000 in federal funds) and construction engineering (\$60,684 in reimbursable federal funds). Construction will be in 2020.

The Etica Group was selected from three engineering firms that responded to a standard INDOT Request for Proposals to perform construction inspection for this project. Compensation for these services is set at a not-to-exceed amount of \$65,600.

**Recommendation and Supporting Justification:** Staff recommends that the Board approve the Construction Inspection Contract with The Etica Group, Inc. for the School Zone Enhancements Project.

Recommend  Approval  Denial by Neil Kopper

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	Approved	8/22/2017
Design Services Contract	Approved	12/12/2017
<b>Construction Inspection Contract</b>	<b>Current Item</b>	<b>8/20/2019</b>
Construction Contract	N/A*	2020

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



## LPA - CONSULTING CONTRACT

This Contract (“this Contract”) is made and entered into effective as of \_\_\_\_\_, 2019 (“Effective Date”) by and between the City of Bloomington, acting by and through its proper officials (“LOCAL PUBLIC AGENCY” or “LPA”), and The Etica Group, Inc. (“the CONSULTANT”), a corporation/limited liability company organized under the laws of the State of Indiana.

Des. No.: 1700974

Project Description: School Zone Improvement Project

### RECITALS

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

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

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

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

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

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

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

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

**SECTION III TERM.** The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be September 30, 2020. A schedule for completion of the Services and deliverables is set forth in Appendix “C” which is herein attached to and made an integral part of this Contract.

**SECTION IV COMPENSATION.** The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix “D” which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$ **65,600.00**.

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



## **SECTION VI      GENERAL PROVISIONS**

1.     **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration (“FHWA”) or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
  
2.     **Assignment; Successors.**
  - A.     The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA’s prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
  
  - B.     Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise (“DBE”) SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT’s Economic Opportunity Division Director.
  
3.     **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.
  
4.     **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.
  
5.     **Certification for Federal-Aid Contracts Lobbying Activities.**
  - A.     The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
    - i.     No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the



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

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

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

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

7. **Compliance with Laws.**

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



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



**9. Confidentiality of LPA Information.**

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

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

**11. DBE Requirements.**

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

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

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



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

## 12. **Non-Discrimination.**

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

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

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



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



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

**13. Disputes.**

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

**14. Drug-Free Workplace Certification.**

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



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

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

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

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

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

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

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



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



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

I. Professional Liability Insurance

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

II. Commercial General Liability Insurance

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

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

III. Automobile Liability

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



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

IV. Watercraft Liability (When Applicable)

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

V. Aircraft Liability (When Applicable)

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

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

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



Notices to the LPA shall be sent to:

Neil Kopper, PE  
Interim Transportation and Traffic Engineer  
City of Bloomington  
401 N. Morton Street  
Bloomington, IN 47404

Notices to the CONSULTANT shall be sent to:

Jessica Nickloy  
The Etica Group, Inc.  
7172 N. Keystone Ave. Ste. G  
Indianapolis, IN 46240

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

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



28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
  - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
  - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
  - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.



**35. Termination for Default.**

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



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

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**Non-Collusion.**

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

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

**CONSULTANT**  
**The Etica Group, Inc.**  
**7172 N. Keystone Ave. Ste. G**  
**Indianapolis, IN 46240**

**LOCAL PUBLIC AGENCY**  
**City of Bloomington**  
**401 N. Morton Street**  
**Bloomington, IN 47404**

\_\_\_\_\_  
Jessica Nickloy, President/CEO

\_\_\_\_\_  
Kyla Cox Deckard  
President, Board of Public Works

\_\_\_\_\_  
Beth Hollingsworth  
Vice-President, Board of Public Works

\_\_\_\_\_  
Philippa M. Guthrie  
Corporation Counsel

Attest:

Attest:

\_\_\_\_\_  
Mark Westphal, PE, President of  
Engineering

\_\_\_\_\_  
Nicole Bolden  
Clerk



## APPENDIX "A"

### SERVICES TO BE FURNISHED BY CONSULTANT:

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

The CONSULTANT shall be responsible for performing the following activities:

#### A. Engineering Personnel

For the fulfillment of all services outlined in Section B below, the CONSULTANT will provide one (1) full-time Resident Project Representative (RPR), inspectors, clerical, and secretarial personnel as required for a period of time necessary to complete the construction project and final construction report.

The qualifications and experiences of personnel provided by the CONSULTANT are subject to approval by the LPA and the Indiana Department of Transportation (INDOT) and no personnel will be assigned to the project until LOCAL PUBLIC AGENCY and INDOT approval is obtained.

The full-time RPR will take directions from and report to LPA and INDOT's Area Engineer on all matters concerning contract compliance and administration.

The full-time RPR will coordinate project activities with LPA's Project Manager and INDOT's Area Engineer.

#### B. Description of Services

1. Construction Schedule: Review the construction schedule prepared by the Contractor for compliance with the contract and give to the LPA detailed documentation concerning its acceptability.
2. Conferences: Attend preconstruction conferences as directed by the LPA, arrange a schedule of progress meetings and such other job conferences as required for the timely and acceptable conduct of the job, and submit such schedules prepared to the LPA for notification to those who are expected to attend. Record for the LPA, as directed, minutes of such meetings. The CONSULTANT shall be available for conferences as requested by the LPA, INDOT, and Federal Highway Administration to review working details of the project. The LPA, INDOT, and Federal Highway Administration may review and inspect the activities whenever desired during the life of the Agreement.
3. Liaison: Serve as the LPA's liaison with the Contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting in liaison capacity, the full-time RPR shall be thoroughly familiar with the plans and specifications applicable to the project to insure all provision therein are complied with. Any deviation observed shall be reported to LPA and INDOT by RPR.
4. Cooperate with the LPA in dealing with the various federal, state, and local agencies having jurisdiction over the project.
5. Assist the LPA and INDOT in obtaining from the Contractor a list of his proposed suppliers and subcontractors.



6. Assist the LPA and INDOT in obtaining from the Contractor additional details or information when needed at the job site for proper execution of work.
7. Equipment: Furnish all equipment necessary to sample and test materials in accordance with INDOT procedures.
8. Samples: Obtain field samples of materials to the site as required by INDOT and deliver such samples to the appropriate INDOT laboratory office.
9. Shop Drawings:
  - a. Receive shop drawings. Check for completeness and then forward to INDOT personnel for approval.
  - b. Review approved shop drawings, specifications, and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents.
  - c. Alert the Contractor's field superintendent when it is observed that materials or equipment are being or about to be used or installed before approval of shop drawings or samples, where such are required, and advise the LPA and INDOT when RPR believes it is necessary to disapprove work as failing to conform to the Contract Documents.
10. Review of Work, Inspection and Tests:
  - a. Conduct on-site inspections for the LPA of the work in progress as a basis for determining that the project is proceeding in accordance with the Contract Documents.
  - b. Provide on-site acceptance testing of materials in the manner and extent prescribed by the latest edition of the INDOT Construction Manual and in accordance with current accepted practices.
  - c. Accompanying visiting inspectors representing local, state, or federal agencies having jurisdiction over the project, and report details of such inspection to the LPA and INDOT.
  - d. Verify that required testing has been accomplished.
11. Modification: Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the LPA and INDOT.
12. Records:
  - a. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders, and additional drawings subsequent to the award of the Contract, progress reports, and other project related documents.
  - b. Keep a diary or logbook recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request, furnish copies of such diary or logbook to the LPA.
  - c. Maintain for the LPA a record of names, addresses, and telephone numbers of all subcontractors and major material suppliers.
  - d. Maintain a set of drawings on which authorized changes are noted and deliver to the LPA upon request, but in any event at the completion of the project.
  - e. Revise the contract plans, and the proposed and existing infrastructure data supplied by design consultant and submit in a marked-up PDF format to reflect the "As- Built" changes. Labeling on the submitted medial shall include the following:
    - Project Number and Name
    - Submitting consultant's company name and address
    - Date of submittal



- File format(s) used
  - The term “As-Built Drawings” or Record Drawings” clearly indicated.
- f. Prepare the Final Construction Record and Final Estimate as required by the INDOT and the LPA. Provide a copy of the Final Construction Record to the LPA.
13. Reports: Furnish to the INDOT and the LPA at periodic intervals, as required, progress reports of the project, including the Contractor’s compliance with the approved construction schedule.
14. Progress Estimates: Prepare progress estimates for periodic partial payments to the Contractor and deliver to the LPA and INDOT for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete and in place in accordance with the contract.
15. Project Responsibility: The Project Engineer/Supervisor will be responsible for the documentation of pay quantities and estimates and the maintenance of appropriate records related to the construction of this project.
16. Work Schedule and Suspension: The CONSULTANT’s crew will be required to regulate their work week to conform to the Contractor’s hours in accordance with the directions of the INDOT Area Engineer. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the CONSULTANT may also be suspended without cost to the project.
17. Contract Administration: The CONSULTANT will administer the contract in accordance with INDOT procedures.
18. Conflict of Interest: The CONSULTANT acknowledges and agrees the CONSULTANT, a firm associated with the CONSULTANT, or an individual associated with the CONSULTANT cannot accept or perform any work (including, but not limited to, construction engineering, production staking, falsework drawings, shop drawings) for the Contractor, material supplier of the Contractor, or for any of the Contractor’s subcontractors on this project. For purposes of this section, a firm is associated with the CONSULTANT if the firm and CONSULTANT have a common director, common officer or common owner. For purposes of this section, an individual is associated with the CONSULTANT if the individual is an employee of the CONSULTANT or an employee of a firm associated with the CONSULTANT.



**APPENDIX "B"**

**INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:**

The LPA shall furnish the CONSULTANT with the following:

1. LPA shall designate an employee(s) to coordinate activities between CONSULTANT, INDOT, and the LPA. For this project, the following personnel are assigned by the LPA:
  - a. Neil Kopper, PE – Interim Transportation and Traffic Engineer
2. Assistance to the CONSULTANT by placing at their disposal all available information pertinent to the project.



**APPENDIX "C"**

**SCHEDULE:**

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

CONSULTANT shall complete and deliver the Final Construction Record and Final Estimate to INDOT's Crawfordsville District Office within forty-five (45) calendar days after Contractor's last day of work.



**APPENDIX "D"****COMPENSATION:**

## Amount of Payment

CONSULTANT shall receive as payment for work performed under this Contract a total not to exceed amount of Sixty Five Thousand Six Hundred and 00/100 (\$65,600.00) unless a supplement is executed by the parties that increases the maximum amount payable (See APPENDIX "D-1"). CONSULTANT shall be paid for actual hours of work performed exclusively on this Contract in accordance with the negotiated hourly billing rates per classification as listed:

**PRIMARY CONSULTANT: The Etica Group, Inc.**

<b>Employee Name</b>	<b>Job Classification</b>	<b>Billable Rate Reg/OT</b>
Matt Wichman	Project Manager	\$121.51
Chris Young	Project Supervisor	\$117.48 / \$138.57
Tom Potter	Inspector	\$83.19 / \$98.13
	Intern	\$44.55/\$52.55

**SUBCONSULTANT: JQOL, LLC**

<b>Employee Name</b>	<b>Job Classification</b>	<b>Billable Rate</b>
Orlin Malone	Inspector	\$85.00

For services performed by CONSULTANT, CONSULTANT will be reimbursed direct non-salary costs (actual cost of such out-of-pocket expenses directly attributable to the Contract, such as mileage) as approved by INDOT. Direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current State of Indiana policy on travel reimbursement.

For services performed by other than CONSULTANT, CONSULTANT will be reimbursed the actual invoice for services performed by other than CONSULTANT, provided each claim voucher shall be subject to approval as reasonable by LPA prior to any reimbursement thereof.

It is the policy of INDOT that RPR's and/or Inspectors be on the construction site whenever Contractor is engaged in any activity requiring inspection or testing concurrent with the construction or activity. In order for Contractor to comply with Contract Plans and Specifications and complete the work within the time required, it is often necessary for Contractor to work more than an 8-hour day and a 5-day week. This may require RPR and Inspectors to work over 40 hours per week. CONSULTANT shall not bill for overtime of any individual until 40 hours have been worked on the Contract for the week by that individual. Holiday hours not worked on the Contract do not apply to the 40 hour week total.

The actual amount payable shall be determined in accordance with a final audit by INDOT's Division of Cost Accounting and Audits.

**Method of Payment**

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

Neil Kopper, PE  
Interim Transportation and Traffic Engineer  
City of Bloomington  
401 N. Morton Street  
Bloomington, IN 47404



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

2. LPA, for and in consideration of the rendering of the services provided for, agrees to pay to the CONSULTANT for rendering such services the fees established above in the following manner:
  - a. The CONSULTANT will be paid for services performed on the basis of the aggregate total of the actual hours of work performed by essential personnel exclusively working on this Contract at the approved hourly billing rate of each employee. The current allowable actual out-of-pocket expenses of the CONSULTANT directly attributable to this Contract, such as fares, subsistence, mileage, long distance calls, equipment rentals, reproductions, approved sub-consultant fees, etc., shall not exceed the limitations on travel expenses set out in the current State policy on travel reimbursement.
  - b. Upon approval by LPA, after submittal of the completed work, sum of money equal to the fees heretofore set forth, less the total of the amounts of the partial payments previously paid to the CONSULTANT, shall be due and payable to the CONSULTANT.
  - c. The CONSULTANT shall only bill for work completed on the above items. If any item is eliminated then no additional billing will be allowed. If a portion of work is completed for an item then the CONSULTANT shall bill only for that work completed.
3. If LPA does not agree with the amount claimed by the CONSULTANT on an invoice voucher, it will send the CONSULTANT a letter by regular mail and list the differences between actual and claimed progress. The letter will be sent to the CONSULTANT's address on page 13 of this Contract or the CONSULTANT's last known address.



**APPENDIX D-1**  
**City of Bloomington**

**School Zone Improvement Project**  
**Des. No. 1700974**

Description	Project Manager	PE/PS	Inspector	DBE Inspector	Total Hours
<b>BILLING RATE</b>	\$121.51	\$117.48	\$83.19	\$85.00	
B.1 Review and monitor the construction schedule		8			8
B.2 Schedule and conduct job conferences		12			12
B.3 Serve as the Owner's liaison with the Contractor		*			0
B.4 Cooperate with the Owner in dealing with various agencies		*			0
B.5 Obtain from the Contractor a list of proposed suppliers and subcontractors		2			2
B.6 Obtain from the Contractor additional details of work		*	*		0
B.7 Verify completeness of certifications of materials		16	*		16
B.8 Receive, review and approve shop drawings/submit to designer		8			8
B.9 Conduct on-site inspections and review Contractor's work, tests and certifications		176	80	148	404
B.10 Consider and evaluate Contractor's suggestions and modifications		48	*		48
B.11 Prepare and maintain construction reports and records		40	*		40
B.12 Prepare progress reports		20			20
B.13 Prepare progress estimates for periodic partial payments to the contractor		20			20
B.14 Document pay quantities and estimates and maintain records		20	*		20
B.15 Regulate contractor work schedule and suspension		*			0
B.16 Administer the contract		16			16
B.17 Acknowledgement of no conflict of interest					0
<b>TOTAL HOURS</b>	0	386	80	148	614
<b>TOTAL LABOR COSTS</b>	\$0.00	\$45,347.28	\$6,655.20	\$12,580.00	
<b>SUBTOTAL - LABOR COSTS</b>					\$64,582.48
<b>OTHER DIRECT COSTS</b>					
Mileage (80 Days @ 35 miles/ day)	2800	\$0.38			\$1064.00
<b>SUBTOTAL- OTHER DIRECT COSTS</b>					\$1064.00
<b>TOTAL FEE</b>					\$65,646.48
<b>USE TOTAL FEE</b>					<b>\$65,600.00</b>

\* Manhours not assigned as these tasks are to be completed during field construction observation Task B.9.

**Project Assumptions:**

- 1) Construction period is assumed to be 3 months (60 working days) at 8 hours per day from NTP to Final Completion.
- 2) An additional 40 hours have been assigned to B.10 to cover additional coordination of locations for solar powered flashers with the contractor as well as coordination with the power utility for 3 service point locations. This is derived from assuming 10% of the units will have solar power issues as well as the estimate provides for 3 service points.
- 3) Construction close out and Final Construction Record shall be submitted 45 days after Final Completion
- 4) As-built drawings will be provided as mark-ups by RPR and Contractor





# Board of Public Works

## Staff Report

**Project/Event:** Approval of the Construction Inspection Contract with Butler, Fairman & Seufert, Inc. for the Rogers, Henderson, and Winslow Multiuse Path Projects

**Petitioner/Representative:** Planning and Transportation Department

**Staff Representative:** Neil Kopper, Senior Project Engineer

**Date:** 8/20/2018

**Report:** These three projects will install multiuse path along the north side of Rogers Road from High Street to The Stands Drive, the east side of Henderson Street from Winslow Road to Hillside Drive, and the north side of Winslow Road from Henderson Street to Highland Avenue. The three projects are programmed in the MPO TIP for construction (total \$2,057,133 in federal funds) and are kinned together for INDOT's construction letting.

Butler, Fairman & Seufert was selected from 7 engineering firms that responded to a standard INDOT Request for Proposals to perform construction inspection for this project. Construction inspection for all three projects will be managed under one contract. Compensation for these services is set at a not-to-exceed amount of \$332,500.

**Recommendation and Supporting Justification:** Staff recommends that the Board approve the Construction Inspection Contract with Butler, Fairman & Seufert, Inc. for the Rogers, Henderson, and Winslow Multiuse Path Projects.

**Recommend**    **Approval**    **Denial** by \_\_\_\_\_ Neil Kopper \_\_\_\_\_

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	Approved	11/15/2016
Design Services Contract	Approved	3/21/2017
ROW Services Contract*	Approved	12/11/2018
Public Need Resolution	Approved	2/5/2019
<b>Construction Inspection Contract</b>	<b>Current Item</b>	<b>8/20/2019</b>
Construction Contract	N/A**	2020

\* ROW services are a part of the design services contract.

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



## LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of \_\_\_\_\_, 2019 ("Effective Date") by and between the CITY OF BLOOMINGTON, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and BUTLER, FAIRMAN & SEUFERT, INC. ("the CONSULTANT"), a corporation organized under the laws of the State of Indiana.

Des. Nos.: 1500382, 1500383, 1500384

Project Description: Construction engineering services for the Rogers, Henderson and Winslow Multi-use Path Projects

### RECITALS

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

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

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

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

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

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

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

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

**SECTION III TERM.** The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be December 2020. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

**SECTION IV COMPENSATION.** The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$332,500.00.**

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



## **SECTION VI GENERAL PROVISIONS**

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration (“FHWA”) or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
  
2. **Assignment; Successors.**
  - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA’s prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
  
  - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise (“DBE”) SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT’s Economic Opportunity Division Director.
  
3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.
  
4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.
  
5. **Certification for Federal-Aid Contracts Lobbying Activities.**
  - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
    - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the



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

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

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

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

7. **Compliance with Laws.**

- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.

- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:

- i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.



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



**9. Confidentiality of LPA Information.**

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

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

**11. DBE Requirements.**

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

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

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



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

**12. Non-Discrimination.**

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

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

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



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



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

**13. Disputes.**

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

**14. Drug-Free Workplace Certification.**

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



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

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

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

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

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

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

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



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



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

I. Professional Liability Insurance

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

II. Commercial General Liability Insurance

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

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

III. Automobile Liability

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



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

IV. Watercraft Liability (When Applicable)

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

V. Aircraft Liability (When Applicable)

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

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

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



Notices to the LPA shall be sent to:

Neil Kopper, Senior Project Engineer  
401 N. Morton Street  
Bloomington, IN 47402

Notices to the CONSULTANT shall be sent to:

Bradley D. Watson, PE, Executive V.P.  
8450 Westfield Boulevard, Suite 300  
Indianapolis, IN 46240

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

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



28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
  - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
  - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to the party referred to in Paragraph 23:
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
  - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.



**35. Termination for Default.**

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



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

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**Non-Collusion.**

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

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

**CONSULTANT  
BUTLER, FAIRMAN and SEUFERT,  
INC.**

**LOCAL PUBLIC AGENCY  
CITY OF BLOOMINGTON,  
INDIANA  
BOARD OF PUBLIC WORKS**

\_\_\_\_\_  
Signature  
Bradley D. Watson, Executive V.P.

\_\_\_\_\_  
Signature  
Kyla Cox Deckard, President

\_\_\_\_\_  
Signature  
Beth H. Hollingsworth, Vice President

\_\_\_\_\_  
Signature  
Dana Palazzo, Secretary

Attest:

Attest:

\_\_\_\_\_  
Signature  
Gary L. Pohl, Executive V.P.

\_\_\_\_\_  
Signature  
Phillipa M. Guthrie, Corporation Counsel



## APPENDIX "A"

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

The CONSULTANT shall be responsible for performing the following activities:

### Services by CONSULTANT

#### A. Engineering Personnel

For the fulfillment of all services outlined in Section B below, the CONSULTANT will provide one (1) fulltime Resident Project Representative, and Inspectors and clerical and secretarial personnel as required for a period of time necessary to complete the construction project and final construction report.

The qualifications and experiences of personnel provided by the CONSULTANT are subject to approval by the Local Public Agency and the Indiana Department of Transportation and no personnel will be assigned to the project until Local Public Agency and Indiana Department of Transportation approval is obtained.

The fulltime Resident Project Representative will take directions from and report to the Indiana Department of Transportation's Area Engineer on all matters concerning contract compliance and administration.

The fulltime Resident Project Representative will coordinate project activities with the Local Public Agency's Project Coordinator and Indiana Department of Transportation's Area Engineer.



B. Description of Services

1. Construction Schedule: Review the construction schedule prepared by the Contractor for compliance with the Contract, and give to the Local Public Agency detailed documentation concerning its acceptability.
2. Conferences: Attend pre-construction conferences as directed by the Local Public Agency, arrange a schedule of progress meetings, and such other job conferences as required for the timely and acceptable conduct of the job, and submit such schedules prepared, to the Local Public Agency for notification to those who are expected to attend. Record for the Local Public Agency, as directed, minutes of such meetings. The CONSULTANT shall be available for conferences as requested by the Local Public Agency, State, and Federal Highway Administration to review working details of the project. The Local Public Agency, State and Federal Highway Administration may review and inspect the activities whenever desired during the life of the Agreement.
3. Liaison: Serve as the Local Public Agency's liaison with the contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting in liaison capacity, the fulltime Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to insure that all provisions therein are complied with. Any deviation observed shall be reported to the Local Public Agency and Indiana Department of Transportation by the fulltime Resident Project Representative.
4. Cooperate with the Local Public Agency in dealing with the various Federal, State and Local Agencies having jurisdiction over the project.



5. Assist the Local Public Agency and Indiana Department of Transportation in obtaining from the Contractor a list of his proposed suppliers and sub-contractors.
6. Assist the Local Public Agency and Indiana Department of Transportation in obtaining from the Contractor additional details or information when needed at the job site for proper execution of work.
7. Equipment – Furnish all equipment necessary to sample and test materials in accordance with Indiana Department of Transportation's procedures.
8. Samples – Obtain field samples of materials delivered to the site as required by the State and deliver such samples to the appropriate Indiana Department of Transportation laboratory office.
9. Shop Drawings:
  - a. Receive shop drawings and falsework drawings. Check for completeness and then forward to LPA or their designated representative for approval.
  - b. Review approved shop and falsework drawings, specifications and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents.
  - c. Alert the Contractor's field superintendent when it is observed that materials or equipment are being or about to be used or installed before approval of shop drawings or samples, where such are required, and advise the Local Public Agency and Indiana Department of Transportation when he believes it is necessary to disapprove work as failing to conform to the Contract Documents.



10. Review of Work, Inspection and Tests:
  - a. Conduct on-site inspections for the Local Public Agency of the work in progress as a basis for determining that the project is proceeding in accordance with the Contract Documents.
  - b. Provide on-site acceptance testing of materials in the manner and extent prescribed by the latest edition of the Frequency of Sampling and Testing Manual and in accordance with current accepted practices.
  - c. Accompany visiting inspectors, representing Local, State or Federal Agencies having jurisdiction over the project, and report details of such inspection to the Local Public Agency and Indiana Department of Transportation.
  - d. Verify that required testing has been accomplished.
11. Modification: Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the Local Public Agency and Indiana Department of Transportation.
12. Records:
  - a. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders and additional drawings subsequent to the award of the Contract, progress reports and other project related documents.
  - b. Keep a diary or log book, recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations,



- and specific observations with regard to test procedures. Upon request furnish copies of such a diary or log book to the Local Public Agency.
- c. Maintain for the Local Public Agency, a record of names, addresses and telephone numbers of all sub-contractors and major material suppliers.
  - d. Maintain a set of drawings on which authorized changes are noted, and deliver to the Local Public Agency upon request, but in any event at the completion of the project.
  - e. Prepare the Final Construction Record and Final Estimate as required by the Indiana Department of Transportation and the Local Public Agency.
13. Reports: Furnish to the Indiana Department of Transportation and the Local Public Agency at periodic intervals, as required, progress reports of the project, including the contractor's compliance with the approved construction schedule.
14. Progress Estimates: Prepare progress estimates for periodic partial payments to the Contractor and deliver to the Local Public Agency and Indiana Department of Transportation for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete in place in accordance with the contract.
15. Project Responsibility: The Resident Project Representative will be responsible for the documentation of pay quantities and estimates, and the maintenance of appropriate records related to the construction of this project.



16. Work Schedule and Suspension: The consultant's crew will be required to regulate their work week to conform to the contractor's hours in accordance with the directions of the Indiana Department of Transportation's Area Engineer. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the consultant may also be suspended without cost to the project.
17. Contract Administration: The CONSULTANT will administer the contract in accordance with Indiana Department of Transportation's procedures.
18. Conflict of Interest: The CONSULTANT acknowledges and agrees that the CONSULTANT, a firm associated with the CONSULTANT or an individual associated with the CONSULTANT can not accept or perform any work (including but not limited to construction engineering, production staking, falsework drawings, shop drawings) for the contractor, material supplier of the contractor or for any of the contractor's subcontractors on this project. For purposes of this section a firm is associated with the CONSULTANT if the firm and CONSULTANT have a common director, common officer or a common owner. For purposes of this section an individual is associated with the CONSULTANT if the individual is an employee of the CONSULTANT or an employee of a firm associated with the CONSULTANT.

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

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

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

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



APPENDIX "B"

Information and Services to be furnished by Local Public Agency

The Local Public Agency shall furnish the CONSULTANT with the following:

1. Local Public Agency shall designate an employee as Project Coordinator to coordinate activities between CONSULTANT, INDOT and the Local Public Agency.
2. Assistance to the CONSULTANT by placing at his disposal all available information pertinent to the project.



APPENDIX "C"

Schedule

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

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

The CONSULTANT will be prepared to begin the work under this Agreement within five (5) days after a letter of notification to proceed is received from the Local Public Agency.

The CONSULTANT shall conform to the below listed items:

- 1) Pre-Construction Minutes written and distributed for concurrence, five (5) days after the Pre-Construction meeting is held.
- 2) Final Construction Records to District Construction Director within forty-five (45) days after the contractor's last day of work.
- 3) Amended Final Construction record as necessary to meet the requirements for Tree Plantings and Notice of Termination to District Construction Director within ten (10) days of Tree Planting acceptance or Notice of Termination filing.



APPENDIX “D”Compensation:

## A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed \$332,500.00, unless a supplement is executed by the parties which increases the maximum amount payable.
2. The CONSULTANT will be paid for the work described in Appendix “A” in accordance with the following negotiated hourly billing rates per classification.

<u>Labor Classification</u>	<u>Allowable Hourly Rates Per Year</u>		
	<u>2019</u>	<u>2020</u>	<u>2021</u>
Coordinator			
Regular rate	\$183.56	\$189.07	\$194.74
Overtime rate	\$214.43	\$220.86	\$227.48
Project Engineer II			
Regular rate	\$155.14	\$159.79	\$164.58
Overtime rate	\$181.23	\$186.66	\$192.26
Project Engineer			
Regular rate	\$140.95	\$145.18	\$149.54
Overtime rate	\$164.65	\$169.59	\$174.68
Project Supervisor II			
Regular rate	\$114.07	\$117.49	\$121.01
Overtime rate	\$133.25	\$137.25	\$141.37
Project Supervisor I			
Regular rate	\$97.92	\$100.86	\$103.89
Overtime rate	\$114.39	\$117.82	\$121.35
Inspector			
Regular rate	\$79.34	\$81.72	\$84.17
Overtime rate	\$92.68	\$95.46	\$98.32

The classification rates are based on the calendar year for the actual hours of work performed by essential personnel exclusively working on this Contract.

3. For those services performed by the CONSULTANT, the CONSULTANT will be reimbursed the direct non-salary costs (the actual out-of-pocket expenses of the CONSULTANT directly attributable to this Contract, such as fares, subsistence, mileage, long distance calls, equipment rentals, reproductions, etc.) as approved by INDOT. The direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current State of Indiana policy on travel reimbursement.
4. For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each such invoice



shall be subject to approval as reasonable by the Local Public Agency prior to any reimbursement therefore.

5. It is the policy of the Indiana Department of Transportation that Project Representatives and/or Inspectors be on the construction site whenever the Contractor is engaged in any activity requiring inspection or testing concurrent with the construction or activity. In order for the contractor to comply with the Contract Plans and Specifications and complete the work within the time required, it is often necessary for the Contractor to work more than an 8-hour day and more than a 5-day week. This in turn may require the Resident Project Representative and Inspectors to work over 40 hours per week. The CONSULTANT shall not bill for overtime for any individual until 40 hours have been worked, on this Contract or other projects, for the week by that individual. The CONSULTANT shall bill overtime according to the negotiated hourly billing rates per classification in Appendix "D" Section A.2.
6. The actual amount payable shall be determined in accordance with a final audit by INDOT's Division of Cost Accounting and Audits.

#### B. Method of Payment

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Contract. The invoice voucher shall be submitted to the party referred to in Paragraph 23 Notice to Parties.
2. The invoice shall represent the value, to the Local Public Agency, of the partially completed work as of the date of the invoice. When submitting an invoice, the CONSULTANT shall furnish a copy of records showing the individuals who worked on this Contract during the month, their classification, number of hours worked since the last invoice voucher was submitted, and the hourly rate.
3. If, prior to the satisfactory completion of the services under this Contract, the total of the direct and indirect costs incurred and completed by the CONSULTANT is within ten percent (10%) of the maximum amount payable, the CONSULTANT shall notify INDOT and the status will be evaluated.

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**EXHIBIT D-1**

**ROGERS, HENDERSON, AND WINSLOW MULTIUSE PATH PROJECTS  
DES. NO. 1500382, 1500383, & 1500384  
CITY OF BLOOMINGTON, INDIANA**

**CONSTRUCTION INSPECTION FEE BREAKDOWN**

**1 Basic Assumptions**

Assume approximate contract construction period equals 10 months or 43 calendar weeks

During the construction period, the Project Supervisor is assumed to be on the project full time or 47 hours per week. The coordinating Engineer is assumed to be involved 4 hour per week. An Inspector is assumed to be involved for 16 weeks at 40 hours/week. Travel is assumed as approximately 30 miles per day for the Project Supervisor, plus four additional round trips from the Indianapolis office each month at 90 miles.

Final construction record preparation is assumed to involve the Project Supervisor x1 day, and the Coordinating Engineer, 10 days at 8 hours. Travel is assumed as 10 trips at 30 miles per trip.

Final changes as a result of State review are assumed to involve the Project Supervisor 2 days at 4 hours each, and the Coordinating Engineer, one day at four hours. Travel is assumed as two trips at 60 miles.

**2 Itemized Breakdowns**

**A. Construction Period**

Coordinating Engineer (2020)	43 weeks	x	4 hours/week	x	\$189.07 /hour	= \$	32,520.04
Project Supervisor I (2020)	43 weeks	x	40 hours/week	x	\$100.86 /hour	= \$	173,479.20
Project Supervisor I OT (2020)	43 weeks	x	7 hours/week	x	\$117.82 /hour	= \$	35,463.82
Inspector (2020)	16 weeks	x	40 hours/week	x	\$81.72 /hour	= \$	<u>52,300.80</u>
TOTAL						= \$	<u>293,763.86</u>

$$\text{Travel} = (43 \times 1 \times 90) + (43 \times 5 \times 30) + (16 \times 5 \times 40) = 13,520 \text{ miles}$$

**B. Final Preparation**

Coordinating Engineer (2020)	1 day	x	4 hours	x	\$189.07 /hour	= \$	756.28
Project Supervisor I (2020)	10 days	x	8 hours/day	x	\$100.86 /hour	= \$	<u>8,068.80</u>
TOTAL						= \$	<u>8,825.08</u>

$$\text{Travel} = (10 \times 1 \times 30) = 300 \text{ miles}$$



**C. Final Revisions**

Coordinating Engineer (2020)	1 day	x	4 hours	x	\$189.07 /hour	= \$	756.28
Project Supervisor I (2020)	2 day	x	4 hours/day	x	\$100.86 /hour	= \$	<u>806.88</u>
TOTAL						= \$	<u>1,563.16</u>

Travel = (2 x 1 x 60) = 120 miles

D. Total Base Payroll Costs A + B + C = \$ 304,152.10

Travel = 13,940 miles @ \$0.38 = \$ 5,297.20

TOTAL = \$ 309,449.30

Plus Etica Group (DBE 7%) = \$ 23,275.00

TOTAL ESTIMATED COST = \$ 332,724.30

USE = \$ 332,500.00

**3 The construction cost of this project is estimated at approximately \$ 2,660,223.00**





## Board of Public Works Staff Report

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**Project/Event:** Approve Change Order #1 for the Downtown Curb Ramp Improvements Phase II Project

**Petitioner/Representative:** Planning and Transportation Department

**Staff Representative:** Roy Aten

**Date:** 08/20/2019

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**Report:** This local project was let on March 19th, 2019 and awarded to Groomer Construction Inc. on April 2nd, 2019. Work began in May and substantial completion is anticipated later this month. The Project includes the replacement and repair of ADA accessible curb ramps at 15 locations throughout the downtown area. After construction began it was determined by the City that a 16th location would benefit from a reconstruction. This change order will add the reconstruction of the northwest corner of 7th and Rogers, adjacent to Fairview Elementary School. The change in cost is estimated to be \$23,005.00 and will be based on the current contract unit prices. This change order will also add 5 days to the contract time.

**Recommendation and Supporting Justification:** City Staff has reviewed the change order and is recommending that the Board approve change order #1 for the 10<sup>th</sup> Street Pedestrian Improvement Project.

**Recommend**  **Approval**  **Denial by:** *Roy Aten*



# CHANGE ORDER



Project Name:  
Downtown Curb Ramp Improvements Phase II

Contractor:  
Groomer Construction Inc.  
6535 West Ison Road  
Bloomington, Indiana 47403

Change Order Number: 1

Date of Change Order: **Tuesday, August 20, 2019**

Engineer's Project #: 0

NTP Date: Friday, May 17, 2019

Allowable Calendar Days: 90 (includes holiday's)

Original Completion Date: Thursday, August 15, 2019

Requested By:

Owner	X
Engineer	
Contractor	
Field	
Other	

**The Contract is changed as follows:**

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

LINE	ITEM	DESCRIPTION	Quantity	Unit Price	Item Total
1	105-06845	CONSTRUCTION ENGINEERING	1	\$390.00 / LS	\$390.00
2	110-01001	MOBILIZATION AND DEMOBILIZATION	1	\$1,581.00 / LS	\$1,581.00
3	201-52370	CLEARING RIGHT OF WAY	1	\$551.00 / LS	\$551.00
4	205-06933	TEMPORARY INLET PROTECTION	1	\$25.00 / EACH	\$25.00
6	303-01180	COMPACTED AGGREGATE NO. 53	19	\$135.00 / TON	\$2,565.00
8	305-07468	PCCP BASE PATCHING, 12"	19	\$43.00 / SYS	\$817.00
11	604-06070	SIDEWALK, CONCRETE	125	\$54.00 / SYS	\$6,750.00
12	604-08086	CURB RAMP, CONCRETE	15	\$97.00 / SYS	\$1,455.00
13	604-12083	DETECTABLE WARNING SURFACES	4	\$255.00 / SYS	\$1,020.00
14	605-06120	CURB, CONCRETE	100	\$42.00 / LFT	\$4,200.00
26	720-44000	CASTING, ADJUST TO GRADE	1	\$375.00 / EACH	\$375.00
27	720-45045	INLET, J10	1	\$1,245.00 / EACH	\$1,245.00
33	801-06775	MAINTAINING TRAFFIC	1	\$2,000.00 / LS	\$2,000.00
39	802-07060	SIGN, RELOCATE, INCL. NEW POST	1	\$31.00 / EACH	\$31.00

The original Contract Sum:	<u>\$461,081.52</u>
The net change by previously authorized Change Orders:	<u>\$0.00</u>
The Contract Sum prior to this Change Order was:	<u>\$461,081.52</u>
The Contract Sum will be changed by this Change Order in the amount of:	<u>\$23,005.00</u>
The new Contract Sum including this Change Order will be:	<u>\$484,086.52</u>
The Contract Time will be changed by:	<u>5 Calendar Day(s)</u>
The date of Substantial Completion as of the date of this Change Order therefore is:	<u>Tuesday, August 20, 2019</u>

*(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)*

**NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER**

<u>Senior Project Manager</u> ENGINEER	<u>Groomer Construction Inc.</u> CONTRACTOR	<u>Board of Public Works</u> OWNER
401 North Morton Street ADDRESS	6535 West Ison Road Bloomington, Indiana 47403 ADDRESS	401 North Morton Street ADDRESS
Roy Aten TYPED / PRINTED NAME	Richard Groomer TYPED / PRINTED NAME	 TYPED / PRINTED NAME
_____ SIGNATURE	_____ SIGNATURE	_____ SIGNATURE







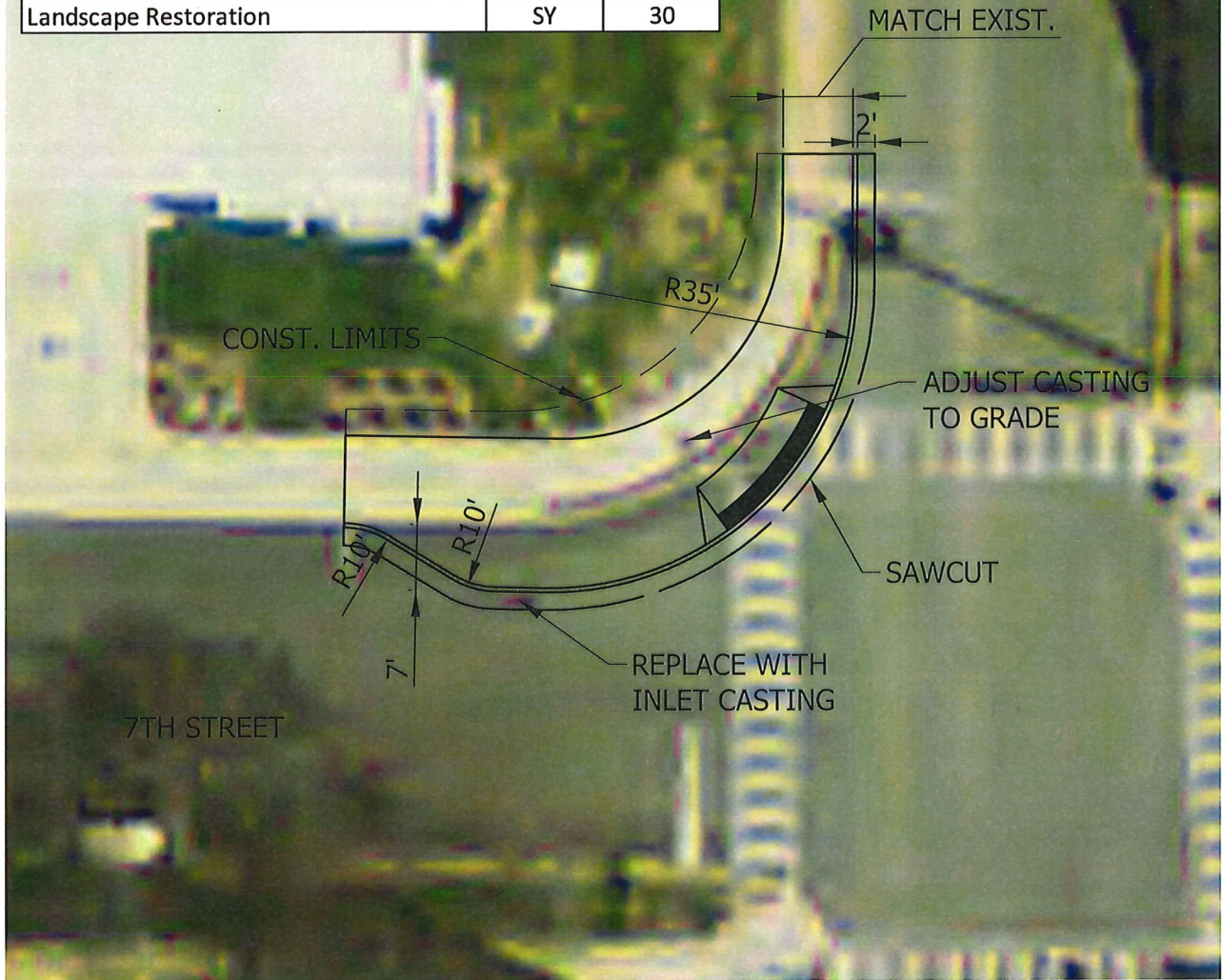


Project Title : Downtown Curb Ramp Improvements, Phase II

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
002	110-01001	MOBILIZATION AND DEMOBILIZATION	1 LS		\$1,581.00	\$1,581.00
003	201-52370	CLEARING RIGHT OF WAY	1 LS		\$551.00	\$551.00
004	205-06933	TEMPORARY INLET PROTECTION	1 EACH		\$25.00	\$25.00
006	303-01180	COMPACTED AGGREGATE NO. 53	19 TON		\$135.00	\$2,565.00
008	305-07468	PCCP BASE PATCHING, 12"	19 SYS		\$43.00	\$817.00
0011	604-06070	SIDEWALK, CONCRETE	125 SYS		\$54.00	\$6,750.00
0012	604-08086	CURB RAMP, CONCRETE	15 SYS		\$97.00	\$1,455.00
0013	604-12083	DETECTABLE WARNING SURFACES	4 SYS		\$255.00	\$1,020.00
0014	605-06120	CURB, CONCRETE	100 LFT		\$42.00	\$4,200.00
0026	720-44000	CASTING, ADJUST TO GRADE	1 EACH		\$375.00	\$375.00
0027	720-45045	INLET, J10	1 EACH		\$1,245.00	\$1,245.00
0033	801-06775	MAINTAINING TRAFFIC	1 LS		\$2,000.00	\$2,000.00
0039	802-07060	SIGN, RELOCATE, INCL. NEW POST	1 EACH		\$31.00	\$31.00
<b>TOTAL CHANGE ORDER:</b>						<b>\$22,615.00</b>



LIST OF QUANTITIES		
Item	Unit	Quantity
Concrete Sidewalk Removal	SY	75
Concrete Curb Removal	LF	90
Sawcut	LF	100
Excavation, Common	CY	20
Compacted Aggregate Base, No. 53	TON	40
Concrete Sidewalk, 4 in.	SY	125
Concrete Curb	LF	100
ADA Curb Ramp	SY	15
Detectable Warning Field	SY	4
Adjust Casting to Grade	EACH	1
Inlet Casting	EACH	1
Pavement Patching	SY	25
Relocate Sign & Post	EACH	1
Landscape Restoration	SY	30



CITY OF BLOOMINGTON

401 N MORTON STREET BLOOMINGTON IN47404  
 TEL: (812) 349-3423 FAX: (812) 349-3520

SCALE: 1" = 20'

DATE: 5/23/2019





# Board of Public Works Staff Report

**Project/Event:** Approve Right-of-Way Services Contract with BFS, Inc. for the Jackson Trail Phase II Project

**Petitioner/Representative:** Planning and Transportation Department

**Staff Representative:** Roy Aten

**Date:** 08/20/2019

**Report:** This project will construct a multiuse path from the Sare Road multiuse path at Rhorer Road, westward along Rhorer road across Jackson Creek, then northward along the creek to the south end of the existing Jackson Creek Trail in Sherwood Oaks Park. Additionally, there will be an extension of the path along the east side of High Street from the roundabout at Rogers Road to Arden Drive, then east along Arden Drive to the existing path in Southeast Park. This project has been placed in the MPO TIP for preliminary engineering to be locally funded, right-of-way (\$155,801 in reimbursable federal funds), construction engineering will be locally funded, and construction (\$1,205,801 in reimbursable federal funds). On February 20<sup>th</sup>, 2018, Butler, Fairman and Seufert, Inc. was awarded the contract to design this project with an existing total compensation of \$390,510.00. Additionally, on January 22<sup>nd</sup>, 2019 the Board approved a supplement for bridge design that increased the total cost to \$397,610.00. This contract will supplement that design contract by adding right-of-way services for the partial acquisition of property from 10 parcels. Services will include the appraisal, review appraisals, buying and right-of-way management. The maximum amount payable under this contract shall not exceed \$73,000.00.

**Recommendation and Supporting Justification:** Staff recommends that the Board approve this Right-of-Way Services Contract for the Jackson Creek Trail, Phase II Project

**Recommend**  **Approval**  **Denial by** *Roy Aten*

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	Approved	02/20/2017
Design Services Contract	Approved	02/20/2018
Supplemental #1, Bridge	Approved	01/22/2019
ROW Services Contract	Pending	08/20/2019
Public Need Resolution	Pending	08/20/2019
Construction Inspection Contract	Future	2019
Construction Contract	N/A*	2020

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



## LPA - CONSULTING CONTRACT

This Contract (“this Contract”) is made and entered into effective as of \_\_\_\_\_, 2019 (“Effective Date”) by and between CITY OF BLOOMINGTON, INDIANA, acting by and through its proper officials (“LOCAL PUBLIC AGENCY” or “LPA”), and BUTLER, FAIRMAN & SEUFERT, INC. (“the CONSULTANT”), a corporation organized under the laws of the State of Indiana.

Designation No.: 1500398

Project Description: Jackson Creek Trail, Phase 2: extensions of the existing shared-use path. From the Sare Road side path at Rhorer Road westward along Rhorer Road, across Jackson Creek, then northward along the creek to the south end of the existing Jackson Creek Trail in Sherwood Oaks Park. Also along the east side of High Street from the roundabout at Rogers Road to Arden Drive, then east along Arden Drive to the existing path in Southeast Park in the City of Bloomington, Monroe County, Indiana.

### RECITALS

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

WHEREAS, the LPA wishes to hire the CONSULTANT to provide right-of-way services toward the Project completion more fully described in Appendix “A” attached hereto (“Services”);

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

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

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

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

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

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

**SECTION III TERM.** The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be November 2022. A schedule for completion of the Services and deliverables is set forth in Appendix “C” which is herein attached to and made an integral part of this Contract.

**SECTION IV COMPENSATION.** The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix “D” which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$ 73,000.00.**



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

**SECTION VI GENERAL PROVISIONS**

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
  
2. **Assignment; Successors.**
  - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA's prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
  
  - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise ("DBE") SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT's Economic Opportunity Division Director.
  
3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.
  
4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.
  
5. **Certification for Federal-Aid Contracts Lobbying Activities.**
  - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:



- i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
    - ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.
7. **Compliance with Laws.**
- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
  - B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
    - i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.



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



8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA's reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA's reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, "deficiencies") until all deficiencies are remedied in a timely manner.

9. **Confidentiality of LPA Information.**

A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.

B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

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

11. **DBE Requirements.**

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

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



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

## 12. **Non-Discrimination.**

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

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

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)



- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.
- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration (“FHWA”) within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT’s assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
  - (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
  - (3) Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT’S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
  - (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
  - (5) Sanctions for Noncompliance: In the event of the CONSULTANT’S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
    - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
    - (b) cancellation, termination or suspension of the Contract, in whole or in part.
  - (6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.



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

**13. Disputes.**

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

**14. Drug-Free Workplace Certification.**

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



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

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

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

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

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

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

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



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



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

I. Professional Liability Insurance

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

II. Commercial General Liability Insurance

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

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

III. Automobile Liability

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



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

IV. Watercraft Liability (When Applicable)

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

V. Aircraft Liability (When Applicable)

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

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

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



Notices to the LPA shall be sent to:

Mr. Roy Aten, Senior Project Manager  
City of Bloomington  
401 North Morton Street, Suite 130  
Bloomington, IN 47404

Notices to the CONSULTANT shall be sent to:

Bradley D. Watson, PE, Executive V.P.  
8450 Westfield Boulevard, Suite 300  
Indianapolis, IN 46240

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

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



28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
  - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
  - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to the party referred to in Paragraph 23:
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
  - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.



**35. Termination for Default.**

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



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

[Remainder of Page Intentionally Left Blank]



**Non-Collusion.**

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

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

**CONSULTANT  
BUTLER, FAIRMAN and SEUFERT,  
INC.**

**LOCAL PUBLIC AGENCY  
CITY OF BLOOMINGTON, INDIANA  
BOARD OF PUBLIC WORKS**

\_\_\_\_\_  
Signature: Bradley D. Watson, P.E.  
Executive Vice President

\_\_\_\_\_  
Signature: Kyla Cox Deckard, President

\_\_\_\_\_  
Signature: Beth H. Hollingsworth  
Vice President

\_\_\_\_\_  
Signature: Dana Palazzo, Secretary

\_\_\_\_\_  
Signature: Philippa M. Guthrie  
Corporate Council



## APPENDIX "A"

### SERVICES TO BE FURNISHED BY CONSULTANT:

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

The CONSULTANT shall be responsible for performing the following activities:

#### **A. RIGHT-OF-WAY MANAGEMENT AND SUPERVISION**

1. The CONSULTANT shall be responsible for administering, scheduling and coordinating all activities necessary to certify that the right-of-way has been acquired and that the project is clear for construction letting. This responsibility will include:
  - a. Meetings, conference calls, and communications with property owners, attorneys, engineers, appraisers, buyers, LPA, Indiana Department of Transportation, and Federal Highway Administration.
  - b. Recommend revisions to construction plans and/or right-of-way plans.
2. The Right-of-Way Services include all reasonable services as required to secure all parcels based on the approved engineering design , to recommend to the LPA that condemnation proceedings be filed, and manage and record the right-of-way services process in the LPA-LRS program.
3. The CONSULTANT will make arrangements for recording all necessary documents after a copy of payment or the payment is provided to the CONSULTANT by the LPA.
4. Direct Cost expenses are those costs for partial mortgage release fees, recording fees if any, any appraisal cost-to-cure estimate fees, septic investigation and soil sampling, and other charges to clear title of the property acquired.
5. Fee Scope Changes for Appraisal or Buying Fees: The use of additional funds set aside to allow the payment of an increase in an appraisal scope change resulting from the inspection with the owner. The funds also allows for additional increase in buyer fee resulting in the change in title to clear encumbrances.
6. Additional Services: The CONSULTANT will provide additional services to the LPA and/or the attorney, as requested, to provide support services in condemnation proceedings, Appendix "D" part 4, or administrative settlements and additional parcel(s). The COSULTANT will also provide additional services as directed to the contract vendors or outside vendors as necessary and the cost of the additional services by the vendor(s) will be a direct pass through. The CONSULTANT will obtain approval by Email, letter or supplemental, from the LPA's representative prior to any additional work is provided.



**B. APPRAISING**

1. The appraisers are First Appraisal Group, Inc., Attn.: Ashley Johnson, MAI, President, 1569 Piazza Drive, Bloomington, Indiana 47401, and Monroe/Owen Appraisal, Inc., Attn.: Shawn M. Patterson, MAI, President, 312 W Dodds Street, Bloomington, IN 47402 herein referred to as the Appraisers, shall perform the appraisal work covered by this Contract. The Appraiser shall be a licensed real estate appraiser in the State of Indiana, and pre-qualified by the Indiana Department of Transportation.
3. No work by the Appraiser shall be sublet, assigned or otherwise performed by anyone other than the Appraiser.
4. Should the quality and/or progress of the appraisals be deemed unsatisfactory, the LPA may terminate the services of the Appraiser by giving five (5) days written notice. The earned value of the work performed shall be based upon an estimate of the portion of the services as have been rendered by the Appraiser to the date of termination. All work, completed or partially completed, shall become the property of the LPA.
5. The Appraiser shall give the owner(s) of each parcel to be appraised the opportunity to accompany the Appraiser during the inspection of the parcel. Waiver Valuation reports do not require an owner contact unless otherwise directed by the LPA.
7. The appraisals shall meet the standards set out in the most recent addition of the Indiana Department of Transportation's Real Estate Division Manual as approved by the Federal Highway Administration. The Appraiser shall follow accepted principles and techniques in evaluation of real property in accordance with State Laws. Any appraisal that does not meet such requirements shall be further documented or re-appraised as the case may be without additional compensation to the Appraiser. The appraiser will enter all information into the INDOT LPA-LRS system as required.
8. The Appraiser agrees to furnish one original and a Pdf file of the appraisal report. The copies should have original colored pictures or pages and one copy must be on green paper.
9. All information contained in the appraisal report and all parts thereof are to be treated as a privileged communication. The Appraiser shall take all necessary steps to ensure that neither he/she nor any member of his/her staff or organization divulges any information concerning the report except to a duly authorized representative of the LPA, the Indiana Department of Transportation or to officials of the Federal Highway Administration, until authorized in writing by the LPA to reveal the communication to another designated party.



**C. REVIEW APPRAISING**

1. The Monroe/Owens Appraisal, Inc. Attn.: Shawn M. Patterson, MAI, President, , 702 W. 17<sup>th</sup> Street, Bloomington, IN 47402, shall hereinafter be referred to as the Review Appraiser.
2. Review Appraiser shall perform the review appraisal work covered by this Contract. The Review Appraiser shall be a licensed real estate appraiser in the State of Indiana, and pre-qualified by the Indiana Department of Transportation.
3. The review appraisals shall not be sublet, assigned or otherwise performed by anyone other than the Review Appraiser.
4. The review appraisals shall comply with the standards set out in the most recent edition of the Indiana Department of Transportation's Real Estate Division Manual as approved by the Federal Highway Administration and shall be submitted on forms approved by the LPA and the Indiana Department of Transportation. The Review Appraiser shall follow accepted principles and techniques in evaluation of real property in accordance with state laws. Any review appraisal that does not meet such requirements shall be further documented without additional compensation to the Review Appraiser. The review appraiser will enter all information into the INDOT LPA-LRS system as required.
5. All information contained in the Review Appraisal report and all parts thereof are to be treated as a privileged communication. The Review Appraiser shall take all necessary steps to ensure that neither he/she nor any member of his/her staff or organization divulges any information concerning the report except to a duly authorized representative of the LPA, the Indiana Department of Transportation or to officials of the Federal Highway Administration.
6. Should the quality and/or progress of the review appraisals be unsatisfactory, the LPA may terminate the services of the Review Appraiser by giving five (5) days written notice. The earned value of the work performed shall be based upon an estimate of the portion of the services as have rendered by the Review Appraiser to the date of termination. All work, completed or partially completed, shall become the property of the LPA.

**D. BUYING**

1. The CONSULTANT, shall perform the buying work covered by this Contract, designation herein as the Buyers. The Buyer shall be a licensed real estate broker in the State of Indiana, and pre-qualified by the Indiana Department of Transportation.
2. No work by the Buyer shall be sublet, assigned or otherwise performed by anyone other than the Buyer.
3. The Buyer shall make every reasonable effort to acquire expeditiously the parcels listed herein.
4. The Buyer shall perform the services under this Agreement in compliance with the most recent edition of the Indiana Department of Transportation's Real Estate Division Manual. The buyer will enter all information into the INDOT LPA-LRS system as required.



5. All information contained in the appraisal shall be treated as confidential. The Buyer is to take all steps to ensure that he/she does not divulge any of this information to anyone other than a duly authorized representative of the LPA, Indiana Department of Transportation, or Federal Highway Administration unless authorized in writing by the LPA to reveal the information to another designated party.
6. Should the quality and/or progress of the buying be unsatisfactory, the LPA may terminate the services of the Buyer by giving five (5) days written notice. The earned value of the work performed shall be based upon the percentage of work completed at the time of the termination. All records of the Buyer and work completed or partially completed, shall become the property of the LPA.



**APPENDIX "B"**

**INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:**

The LPA shall furnish the CONSULTANT with the following:

- A. Guarantee access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform the work under this Agreement.
- B. Provide all payments due the property owner(s) to the CONSULTANT.
- C. Partial mortgage release fees, cost-to-cure estimate fees, or other direct cost charges.
- D. The LPA will provide legal counsel to handle all condemnation proceedings and all eminent domain legal matters.
- E. Copies of canceled checks to support parcel certification.



## APPENDIX "C"

### SCHEDULE:

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

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

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA no later than 330 calendar days after notification to proceed from the LPA.

For the purposes of contract control the work shall be submitted by the CONSULTANT to the LPA for review and approval within the following approximate time periods:

A. Appraisals and documentation

Within 120 days after completion and acceptance of the Right-of-Way Engineering.

B. Review Appraisals and documentation

Within 30 days after receipt of each appraisal from the Appraiser.

C. Buying and documentation

Within 180 days after receipt of Notice to Proceed with buying on each parcel.

D. Condemnation (Not Applicable)

Condemnation proceedings to reach deposit of court appraisal award to the Clerk of the Courts and appropriation order to the County Auditor in 180 days or less.



**APPENDIX "D"****A. Amount of compensation**

1. The CONSULTANT shall receive as payment for the work performed under this Contract for a fee of \$ 73,000.00, unless a SUPPLEMENTAL AGREEMENT is approved in writing by the LOCAL PUBLIC AGENCY and the Indiana Department of Transportation.
2. The CONSULTANT will be paid for the work performed under the applicable Sections A, B, C and D of Appendix "A" of this Contract, except as provided for in Section 4 of this Appendix, in accordance with the following schedule, and as set out in Exhibit A:

**RIGHT-OF-WAY SERVICES**

Appraisal Fee (10 Parcels):	\$19,685.00
Review Appraising Fee (10 Parcels):	9,840.00
Buying Fee (10 Parcels):	18,325.00
Relocation Services:	NA
ROW Stake Survey: (L. Sum)	4,000.00
Direct Expenses & Fees (PMR Fees, Recording, etc.):	5,000.00
Right-of-Way Management (10 Parcels):	10,750.00
Legal Services (Document Preparation)	NA
Fee Scope Changes for Appraisal or Buying	2,900.00
Additional ROW Services (Hourly not to Exceed)	<u>2,500.00</u>
<b>TOTAL</b>	<b>\$73,000.00</b>

4. In consideration for condemnation proceedings described below the LPA agrees to pay the Right-of-Way Manager, Appraiser, Review Appraiser, Buyer, and Relocation Agent on a daily basis (or on a pro rata basis for less than a day) the following sums:

	<u>Pre-Trial Conference and Preparation</u>	<u>Testimony in Court as Expert Witness</u>
Right-of-Way Manager	\$ 1,000.00 per day	\$1,000.00 per day
Appraiser	1,000.00 per day	1,000.00 per day
Review Appraiser	1,000.00 per day	1,000.00 per day
Buyer	1,000.00 per day	1,000.00 per day

Pro rata basis for sub-consultants is \$150.00 per hour not to exceed the daily rate of \$1,000.00 per day. The CONSULTANT is hourly as set out in Appendix "D-1".



## B. Method of Payment

1. The CONSULTANT shall submit invoices to the LPA not more often than once per month during the progress of the work, for payment on account for the work completed. Minor adjustments in the categories of Appraisal Fee, Review Appraisal Fee, Buying Fee, Right-of-way Management, Legal Services, and Miscellaneous Expenses may occur due to scope change on a parcel or unforeseen expenses. The adjustment may not exceed the total fee without a supplemental.
2. For work performed under Section A of Appendix "A" the LPA agrees to pay the CONSULTANT for rendering such services the percentage of the work completed.
3. For work performed under the applicable Sections A, B, C and D of Appendix "A", and upon completion of the respective work and its acceptance by the LPA, the LPA agrees to pay the CONSULTANT the fees established. No partial payments shall be made on a per parcel fee.
4. Additional services will be charged on an hourly basis as set out in Appendix "D-1". Additional services which could include additional hours by engineer or project manager involving additional parcels, utility relocations, administrative settlements, as directed by the court or Attorney in a condemnation suit, or any additional work as directed by the LPA.
5. For work performed under the Applicable Sections of Appendix "A", and upon completion of the respective work and its acceptance by the LPA, the LPA agrees to pay the CONSULTANT the fees established and for direct expenses incurred in order to clear title and secure the parcel. The CONSULTANT will pass through the direct cost expenses without markup. Partial payments shall be made on a percentage basis for the work performed for the Right-of-Way Management.
6. All fees set out for appraising, review appraising and buying will be adjusted according to the INDOT fee table if a change in scope for services is determined. Adjustments will be reflected on the invoice and any overall increase will not exceed \$2,900.00 as set out in Exhibit "A". Any increase in budget categories exceeding the funds allocated in the agreement shall require a supplemental agreement. All sub-consultant invoicing and direct costs for the project will be passed on as invoiced and no markup will be reflected.



Parcel Number	Name on T&E Report	APR Type	Appr. Fee	Review Fee	Buyer Fee	ROW Management (LSum)
1	Dean L. & Lisa P. Lenz	VF	\$1,830	\$920	\$1,930	\$1,075
2	Monroe County Community School Corp.	VF	\$1,830	\$920	\$1,930	\$1,075
3	William W. Adam	LF	\$4,300	\$2,050	\$1,930	\$1,075
7	Harmon Farm II, LLC	LF	\$4,300	\$2,050	\$1,930	\$1,075
8	Monroe County Community School Corp.	VF	\$1,830	\$920	\$1,930	\$1,075
9	Angelo J. Pizzo & Bobbi Bowden	VF	\$1,830	\$920	\$1,930	\$1,075
10	Charles & Laura B. Jesseph	VF	\$1,830	\$920	\$1,930	\$1,075
11	2117 LLC	WV	\$645	\$380	\$1,605	\$1,075
12	Phuong Dinh & Trang Nguyen	WV	\$645	\$380	\$1,605	\$1,075
13	Jane A. Toon	WV	\$645	\$380	\$1,605	\$1,075

Parcel No. = 10	\$19,685	\$9,840	\$18,325	\$10,750
	<b>\$29,525</b>			

Total Appraising	\$19,685
Total Review Appraising	\$9,840
Total Buyer Fee	\$18,325
Sub - Total	\$47,850
ROW Management (Lump Sum)	\$10,750
ROW Survey (Lsum)	\$4,000
Miscellaneous Expenses & Fees (Cost-to-Cure, Mortgage Release Fees, e	\$5,000
Sub-Total	\$67,600
Appraisal & Buying Parcel Scope Changes	\$2,900
Additional Right-of-Way Services ( Condemnation Support, Etc.)	\$2,500
<b>Total Right-of-Way Services Jackson Creek Trail Phase 2</b>	<b>\$73,000</b>



Escalated Billing Rate Calculation (Short Version)  
 BUTLER, FAIRMAN AND SEUFERT, INC.  
 REGULAR AND OVERTIME BILLING RATES

R/FORMS PROPOSALS 7-22-04

Replace the data in the yellow cells with the appropriate data for the firm and the project, using the actual labor classifications and current paid labor rates, and the proposed average (across the board) annual percentage of increase.

100.00%	Direct Labor	
170.27%	Overhead Rate	
270.27%	Labor & Overhead	
15.00%	Profit	40.54%
310.81%		
0.34%	Cost of Money	
311.15%		
<b>\$210.28 MAXIMUM</b>		

Fill In yellow cells

Classification	Audited Wage Rates		Escalated Billing Rates					NOTE
	2019	2019	2020	2021	2022	2023		
Annual Increase Avg.	→→→→	→→→→	3.00%	3.00%	3.00%	3.00%	.	

Classification	Audited Wage Rates	2019	2020	2021	2022	2023	NOTE
E-V Engineer V (Principal Engineer)	66.56	207.10	210.28	210.28	210.28	210.28	\$67.58 Limit
Overtime		207.10	210.28	210.28	210.28	210.28	
E-IV Engineer IV	61.35	190.89	196.62	202.52	208.60	210.28	\$67.58 Limit
Overtime		190.89	196.62	202.52	208.60	210.28	
E-III Engineer III	52.98	164.85	169.80	174.89	180.14	185.54	
Overtime		164.85	169.80	174.89	180.14	185.54	
E-II Engineer II	40.09	124.74	128.48	132.33	136.30	140.39	
Overtime		124.74	128.48	132.33	136.30	140.39	
E-I Engineer I	29.98	93.28	96.08	98.96	101.93	104.99	
Overtime		108.27	111.52	114.86	118.31	121.86	
EA-III Engineer's Assistant III	53.81	167.43	172.45	177.62	182.95	188.44	
Overtime		194.34	200.17	206.17	212.36	218.73	
EA-II Engineer's Assistant II	41.71	129.78	133.67	137.68	141.81	146.06	
Overtime		150.64	155.15	159.81	164.60	169.54	
EA-I Engineer's Assistant I	27.90	86.81	89.41	92.09	94.85	97.70	
Overtime		100.76	103.78	106.90	110.10	113.41	
FP-IV Field Personnel IV	55.99	174.21	179.44	184.82	190.36	196.07	
Overtime		202.21	208.27	214.52	220.96	227.59	
FP-III Field Personnel III	43.49	135.32	139.38	143.56	147.87	152.31	
Overtime		157.07	161.78	166.63	171.63	176.78	
FP-II Field Personnel II	34.74	108.09	111.33	114.67	118.11	121.65	
Overtime		125.46	129.22	133.10	137.09	141.21	
FP-I Field Personnel I	26.69	83.05	85.54	88.11	90.75	93.47	
Overtime		96.40	99.29	102.27	105.33	108.49	
SP-I Support Personnel I	17.71	55.10	56.75	58.45	60.20	62.01	
Overtime		63.96	65.87	67.85	69.89	71.98	
C-II Clerical II	35.51	110.49	113.80	117.21	120.73	124.35	
Overtime		128.25	132.09	136.06	140.14	144.34	
C-I Clerical I	22.65	70.48	72.59	74.77	77.01	79.32	
Overtime		81.81	84.26	86.79	89.39	92.07	
P-III Planner III	41.24	128.32	132.17	136.14	140.22	144.43	
Overtime		148.94	153.41	158.01	162.75	167.64	
P-II Planner II	25.79	80.25	82.66	85.14	87.69	90.32	
Overtime		93.15	95.94	98.82	101.78	104.84	
P-I Planner I	27.50	85.57	88.14	90.78	93.50	96.31	
Overtime		99.32	102.30	105.37	108.53	111.79	





## INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue  
Room N749  
Indianapolis, Indiana 46204

**Eric Holcomb, Governor**  
**Joe McGuinness, Commissioner**

March 1, 2019

Mr. Bradley Watson, Executive Vice President  
Butler, Fairman & Seufert, Inc.  
8450 Westfield Blvd  
Suite 300  
Indianapolis, IN 46240

Dear Mr. Watson:

We have performed a cognizant review of the audit and supporting workpapers of the Indirect Cost Rate of Butler, Fairman & Seufert, Inc. as presented in the Statement of Direct Labor, Fringe Benefits, and General Overhead for the year ended September 30, 2018 in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The audit was performed by the independent CPA firm Somerset CPAs. The CPA represented that the audit was conducted in accordance with the *Government Auditing Standards*, as promulgated by the Comptroller General of the United States of America, and the audit was designed to determine that the indirect cost rate was established in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. Our cognizant review was performed in accordance with the AASHTO *Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates*.

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

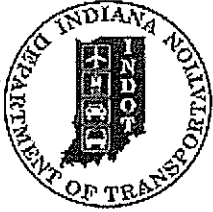
Corporate: 170.27%  
Facilities Capital Cost of Money (FCCM): 0.34%

Yours truly,

A handwritten signature in blue ink, appearing to read "Natalya Clark".

Natalya Clark,  
Supervisor of External Audit





# INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue  
Room N725  
Indianapolis, Indiana 46204

PHONE: (317) 232-5095  
FAX: (317) 233-8862

Eric Holcomb, Governor  
Joe McGuinness, Commissioner

March 01, 2019

Prequalification Section  
(317) 232-5095

John Brand  
Butler, Fairman and Seufert, Inc.  
8450 Westfield Blvd., Suite 300  
Indianapolis, IN 46240

Re: Consultant Prequalification

Dear John Brand:

The Consultant Prequalification Financial Update Application submitted on 2/21/2019 has been reviewed by this office. Your firm has been prequalified to provide consulting services to the Indiana Department of Transportation (INDOT) in the work groups listed on the attached Work Type Certification, effective 03/01/2019. This approval supersedes any previous approval for prequalification, but is subject to revision or modification in accordance with the most current edition of the INDOT Consultant Prequalification Manual. Your Financial approval will expire on 03/30/2020. Your General/Technical approval will expire on 09/30/2019.

Your Firm's annual contracting capacity for the CPA Audit Level is \$28,665,408.00 for the fiscal period that ended on 9/30/2018. Your firm was approved for this financial level as notified separately by the External Audit Section. The requested and approved financial level determines the firm's service limitations as stated in the INDOT Consultant Prequalification Manual. Consultant firms must submit their annual financial application within 180 calendar days of the end of each fiscal year.

You are required to submit a modification application in the event of any changes in firm ownership, firm address, form of business entity under which the firm operates, manpower significant enough to affect the firm's qualifications or capacity (or operations of laboratories, facilities, etc.), financial status (such as filing for bankruptcy), or any other change which affects an element INDOT considers when prequalifying a consultant. The Consultant must notify INDOT within 15 days of any change in the information provided in its Prequalification Application and to submit a modification application in a timely manner. Failure to submit a modification application within 15 days after the initial notification will result in the loss of the Consultants Prequalification Status.

Please contact Mr. John Leming, Consultant Prequalification Research Analyst at 317-234-4917 if you have any questions on this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "Jose M. Murillo".

Jose M. Murillo, P.E.  
Prequalification Engineer

cc: Prequalification File  
External Audit



**Prequalified Work Type Certification**  
Issued By  
**Indiana Department of Transportation**

Date Printed: 03/01/2019

**Butler, Fairman and Seufert, Inc.**

**Valid Work Groups**

**Effective:** 03/01/2019

**Expires on:** 09/30/2019

Work Type Code	Work Type Description	Qualifying Person(s)
2.2	Traffic Forecasting	Wisecaver, Greg
3.1	Non-Complex Traffic Capacity and Operations Analysis	Sheets, Joanna Carly
3.2	Complex Traffic Capacity and Operations Analysis	Williard, Troy D
4.1	Traffic Safety Analysis	Sheets, Joanna Carly
5.1	Environmental Document Preparation - EA/EIS	Scott, Ryan L
5.2	Environmental Document Preparation - CE	Scott, Ryan L
5.3	Environmental Document Preparation - Section 4(f)	Scott, Ryan L
5.4	Ecological Surveys	Bennett, Neal E
5.5	Wetland Mitigation	Bennett, Neal E
5.6	Waterway Permits	Bennett, Neal E
5.8	Noise Analysis and Abatement Design	Scott, Ryan L
5.10	Historical/Architectural Investigations	Biggio, Elizabet
5.13	ESA Screening and Phase I ESA	Scott, Ryan L
6.1	Topographic Survey Data Collection	Neal, Mark W Nick, Randall A
8.1	Non-Complex Roadway Design	Wheatley, Christopher W





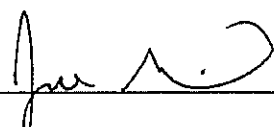
Work Type Code	Work Type Description	Qualifying Person(s)
8.2	Complex Roadway Design	Isaacs, Daniel J Wheatley, Christopher W
8.3	Roundabout Design	Sheets, Joanna Carly
9.1	Level 1 Bridge Design	Matel, Michael Wright, Bryan W
9.2	Level 2 Bridge Design	Matel, Michael Wright, Bryan W
10.1	Traffic Signal Design	Williard, Troy D
10.3	Complex Roadway Sign Design	Isaacs, Daniel J
10.4	Lighting Design	Isaacs, Daniel J
11.1	Right of Way Plan Development	Friend, Brent A Nick, Randall A
12.1	Project Management for Acquisition Services	Deahl, James A
12.2	Title Research	Friend, Brent A
12.3	Value Analysis	Alexander, Craig E
12.4	Appraisal	Alexander, Craig E
12.5	Appraisal Review	Alexander, Craig E
12.6	Negotiation	Francis, Ronald L
12.7	Closing	Francis, Ronald L
13.1	Construction Inspection	Biesecker, Michael W Books, Jeremy L
14.1	Regular Bridge Inspection	Olson, Jonathan D
14.2	Complex Bridge Inspection	Olson, Jonathan D
14.4	Small Structure and Miscellaneous Structure Inspections	Olson, Jonathan D Scott, Michael D



Work Type Code	Work Type Description	Qualifying Person(s)
14.5	Bridge Load Capacity Rating & Other Bridge Analysis/Testing	Olson, Jonathan D
16.1	Utility Coordination	Hintz, Kevin A
17.1	Drainage Design for Driveway Permits	Sheets, Joanna Carly
17.2	Small Structure and Pipe Design	Langille, Andrea M
17.3	Storm Sewer and Detention Design	Sheets, Joanna Carly
17.4	Bridge Hydraulic Design	Shergalis, Katlyn Wright, Bryan W

cc: Prequalification File

An Equal Opportunity Employer




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Jose M. Murillo, P.E.  
Prequalification Engineer



Local Public Agency - Subconsultant Acknowledgment

RECITALS

WHEREAS, the undersigned subconsultant ("Subconsultant") desires to provide goods and/or services in connection with that certain consulting contract by and between Butler Fairman Seufert, Inc. and the City of Bloomington Board of Public Works the Local Public Agency (LPA); Des. Number 1500398, Project Description: Jackson Creek Trail Phase 2 ("Contract"), and

WHEREAS, the LPA consents to the services of the Subconsultant according to the laws of the State of Indiana and the terms of this Subconsultant Acknowledgement (Acknowledgement),

THEREFORE, in consideration of the mutual covenants contained herein, the Subconsultant for itself and on behalf of its successors and assigns (if any) and the LPA agree as follows:

1. Without limiting any rights or remedies based in agency, law, equity or otherwise that the LPA may have with respect to the Subconsultant under the Contract, the Subconsultant specifically agrees that Paragraphs #17 (Governing Laws); #19 (Indemnification) and #21(Insurance – Liability for Damages) of the Contract shall apply to Subconsultant as though Subconsultant had been a party to and duly executed the Contract.

2. The LPA and Subconsultant agree that execution of this Acknowledgement is an inducement for INDOT to permit Subconsultant to perform services under the Contract and the LPA is entitled to and does, in fact, rely upon the terms and conditions contained herein.

For Sub-consultant: Review Appraising  
Monroe/ Owen Appraisal, Inc.

For LPA:  
Monroe County, IN

  
\_\_\_\_\_  
Shawn M. Paterson, MAI, President

\_\_\_\_\_  
Roy Aten, Sr. Project Manager/ ERC

July 26, 2019  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Local Public Agency - Subconsultant Acknowledgment

RECITALS

WHEREAS, the undersigned subconsultant ("Subconsultant") desires to provide goods and/or services in connection with that certain consulting contract by and between Butler Fairman Seufert, Inc. and the City of Bloomington Board of Public Works the Local Public Agency (LPA); DES number 1500398, Project Description: Jackson Creek Trail Phase 2 ("Contract"), and

WHEREAS, the LPA consents to the services of the Subconsultant according to the laws of the State of Indiana and the terms of this Subconsultant Acknowledgement (Acknowledgement),

THEREFORE, in consideration of the mutual covenants contained herein, the Subconsultant for itself and on behalf of its successors and assigns (if any) and the LPA agree as follows:

1. Without limiting any rights or remedies based in agency, law, equity or otherwise that the LPA may have with respect to the Subconsultant under the Contract, the Subconsultant specifically agrees that Paragraphs #17 (Governing Laws); #19 (Indemnification) and #21(Insurance – Liability for Damages) of the Contract shall apply to Subconsultant as though Subconsultant had been a party to and duly executed the Contract.

2. The LPA and Subconsultant agree that execution of this Acknowledgement is an inducement for INDOT to permit Subconsultant to perform services under the Contract and the LPA is entitled to and does, in fact, rely upon the terms and conditions contained herein.

For Sub-consultant: Appraising  
First Appraisal Group, Inc.

For LPA:  
City of Bloomington, IN

  
\_\_\_\_\_  
Ashley Johnson MAI, President

\_\_\_\_\_  
Roy Aten, Sr. Project Manager/ ERC

7/26/2019  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date













# Board of Public Works Staff Report

**Project/Event:** Resolution 2019-80 Public Need to Purchase Right of Way for the Jackson Creek Trail Phase II Project

**Petitioner/Representative:** Planning and Transportation Department

**Staff Representative:** Roy Aten

**Date:** 08/20/2019

**Report:** This project will construct a multiuse path from the Sare Road multiuse path at Rhorer Road, westward along Rhorer Road across Jackson Creek, then northward along the creek to the south end of the existing Jackson Creek Trail in Sherwood Oaks Park. Additionally, there will be an extension of the path along the east side of High Street from the roundabout at Rogers Road to Arden Drive, then east along Arden Drive to the existing path in Southeast Park. Construction is expected in 2021.

The project may require purchase of additional right of way from 12 parcels. If approved by the Board, this resolution will confirm that the Project serves a public purpose and will authorize the right of way acquisition.

**Recommendation and Supporting Justification:** Staff recommends that the Board approve Resolution 2019-80 Public Need to Purchase Right of Way for the Jackson Creek Trail Phase II Project.

**Recommend**  **Approval**  **Denial** by Roy Aten

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	Approved	02/20/2017
Design Services Contract	Approved	02/20/2018
Supplemental #1, Bridge	Approved	01/22/2019
ROW Services Contract	Pending	08/20/2019
Public Need Resolution	Pending	08/20/2019
Construction Inspection Contract	Future	2019
Construction Contract	N/A*	2020

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



## Attachment A

Jackson Creek Trail Phase 2  
 Potential Property Owner Impacts  
 20-Aug-19

Section	Property Owner Name	Potential Impact	Parcel ID	Property Address
South	Paul E. Jr. & Heather H. Johnson	Permanent R/W	015-29346-03	1599 E. Rhorer Rd.
	Richard P. & Marilyn Sue Rechter	Permanent R/W	015-29346-02	E. Rhorer Rd.
	Tim J. & Erika R. Henke	Permanent R/W	015-29345-00	1645 E. Rhorer Rd.
	Harmon Farm II, LLC	Permanent and Temporary R/W	015-09175-00	1909 E. Rhorer Rd.
North	William D. Adam	Permanent and Temporary R/W	015-53480-00	2225 S. High St.
	Monroe County Community School Corp.	Permanent and Temporary R/W	015-28110-00	2221 S. High St.
	Monroe County Community School Corp.	Permanent and Temporary R/W	015-76680-00	2211 S. High St.
	Monroe County Community School Corp.	Permanent and Temporary R/W	015-04420-04	E. Rhorer Rd.
	Laura B. & Charles B. Jesseph	Permanent and Temporary R/W	015-25875-01	2129 S. High St.
	Angelo J. Pizzo & Bobbi Bowden	Permanent and Temporary R/W	015-25875-00	2121 S. High St.
	Hollie Hirst, 2117 LLC	Temporary R/W	015-58600-00	2117 S. High St.
	Dean L. & Lisa P. Lenz	Permanent and Temporary R/W	015-59300-00	2101 S. High St.



**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2019 – 80**

**JACKSON CREEK TRAIL PHASE II  
RIGHT OF WAY PURCHASE**

WHEREAS, the City of Bloomington through its Board of Public Works (“City”) intends to construct a multiuse path from the Sare Road multiuse path at Rhorer Road westward along Rhorer Road across Jackson creek, then northward along the creek to the south end of the existing Jackson Creek Trail. The path will also extend along the east side of High Street from the Rogers Road roundabout to Arden Drive and then along Arden Drive to the existing path in Southeast Park, (the “Project”) in Bloomington, Indiana; and

WHEREAS, the City has determined that there is a need for the Project, and that it will serve a public purpose and be of public benefit, and has appropriated money to finance construction of the Project; and

WHEREAS, it is necessary to acquire land and/or easements for construction of the Project from the property owners listed in Attachment A, incorporated herein by reference;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Project serves a public purpose and will benefit the citizens of Bloomington and Monroe County, Indiana.
2. The acquisition of the land and easements from the property owners listed on Attachment A is hereby authorized. In the event the City is unable to reach agreement with a property owner regarding the purchase of the land or easement within 30 days after the issuance of a formal offer to purchase, as provided in Indiana Code 32-24-1, the City is hereby authorized to commence eminent domain proceedings.

Approved this 20<sup>th</sup> day of August, 2019.

CITY OF BLOOMINGTON, INDIANA  
BOARD OF PUBLIC WORKS

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Kyla Cox Deckard

---

Beth H. Hollingsworth

---

Dana Palazzo





## Board of Public Works Staff Report

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**Project/Event:** Request for extension from Duke for temporary closures on Gentry St, N Morton St and adjacent alleys between W Kirkwood Ave and W 6th St.

**Staff Representative:** Sara Gomez

**Petitioner/Representative:** Duke Energy/Brandon Wilson

**Date:** August 20<sup>th</sup>, 2019

---

**Report:** Duke Energy is requesting an extension for the temporary closures on Gentry St, N Morton St and adjacent alleys between W Kirkwood Ave and W 6th St. as part of the Alleyworks overhead relocation project. This request is to accommodate overhead line relocation to underground facilities. The Board approved the initial request on February 5<sup>th</sup>, 2019 for the dates of March 4<sup>th</sup>, 2019 to May 3<sup>rd</sup>, 2019 and granted an extension on May 14<sup>th</sup>, 2019 to work until August 3<sup>rd</sup>, 2019. The current extension request is for work to continue until November 29<sup>th</sup>, 2019.

**Recommendation and Supporting Justification:** Staff has reviewed the request and recommends granting permission to Duke Energy for the temporary traffic control on Gentry St, N Morton St and adjacent alleys between W Kirkwood Ave and W 6th St.

**Recommend**  **Approval**  **Denial by**

*Sara Gomez*





Duke Energy  
1100 West Second Street  
Bloomington, IN 47403

08/08/19

Board of Public Works  
City of Bloomington  
401 N Morton St  
Bloomington, IN 47404

RE: Permit C19-ROW-051

Dear Board Members,

Due to delays from the weather, environmental processes, soil sampling, and unexpected difficulties occurring in both the installation of the UG cable and the reworking/removal of OH facilities. Duke Energy is requesting an extension to November 29<sup>th</sup>.

If there are any questions, please contact me by phone or email.

A handwritten signature in black ink that reads "Brandon Wilson".

Brandon Wilson  
Sr. Engineering Technologist  
Duke Energy  
1100 W Second St.  
Bloomington IN 47403  
[brandon.wilson2@duke-energy.com](mailto:brandon.wilson2@duke-energy.com)  
PH. 812-632-8904





Sara Gomez <gomezs@bloomington.in.gov>

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## AlleyWorks Project

---

**Wilson, Brandon B.** <Brandon.Wilson2@duke-energy.com>

Wed, Aug 14, 2019 at 8:17 AM

To: Julia Conlin, "marccornett

, "Walker, Ron"

, Cassandra Slone

, Sara Gomez

<gomezs@bloomington.in.gov>, "Mike Baldomero

Cc: "cdick@snedegar-construction.com" <cdick@snedegar-construction.com>, "Schaffner, Rebekah Ann"

<Rebekah.Schaffner@duke-energy.com>, "Kilgore, Stephanie Diane" <Stephanie.Kilgore@duke-energy.com>, "BEHL, PAUL"

<Paul.Behl@duke-energy.com>

All,

Crews have energized the new transformer for the new apartments and are now focused on cleaning up the old facilities and installing the new underground. Crews this week are removing overhead lines from the Wonderlab area to Gentry St. and overhead removal will continue as new permanent Underground lines are tested and energized. Underground crews are working in Gentry St. alley and will be continuing work in the alley off Morton south of Janko's.

I will be attending a Board of Public Works Meeting on Tuesday, August 20th at 5:30 pm in the City Hall Council Chambers, should anyone have question that can't be answered here directly please feel free to attend. We will be asking for an extension of our city permit (again) until November 29<sup>th</sup> in hopes that we finish this project before then. As many of you know we have experienced delay after delay on this project. But, since the weather has improved and other issues have been resolved, work has been moving along and efforts should start to become visible in the next few weeks.

Thank You

### Brandon Wilson

Sr. Engineering Technologist

DUKE ENERGY

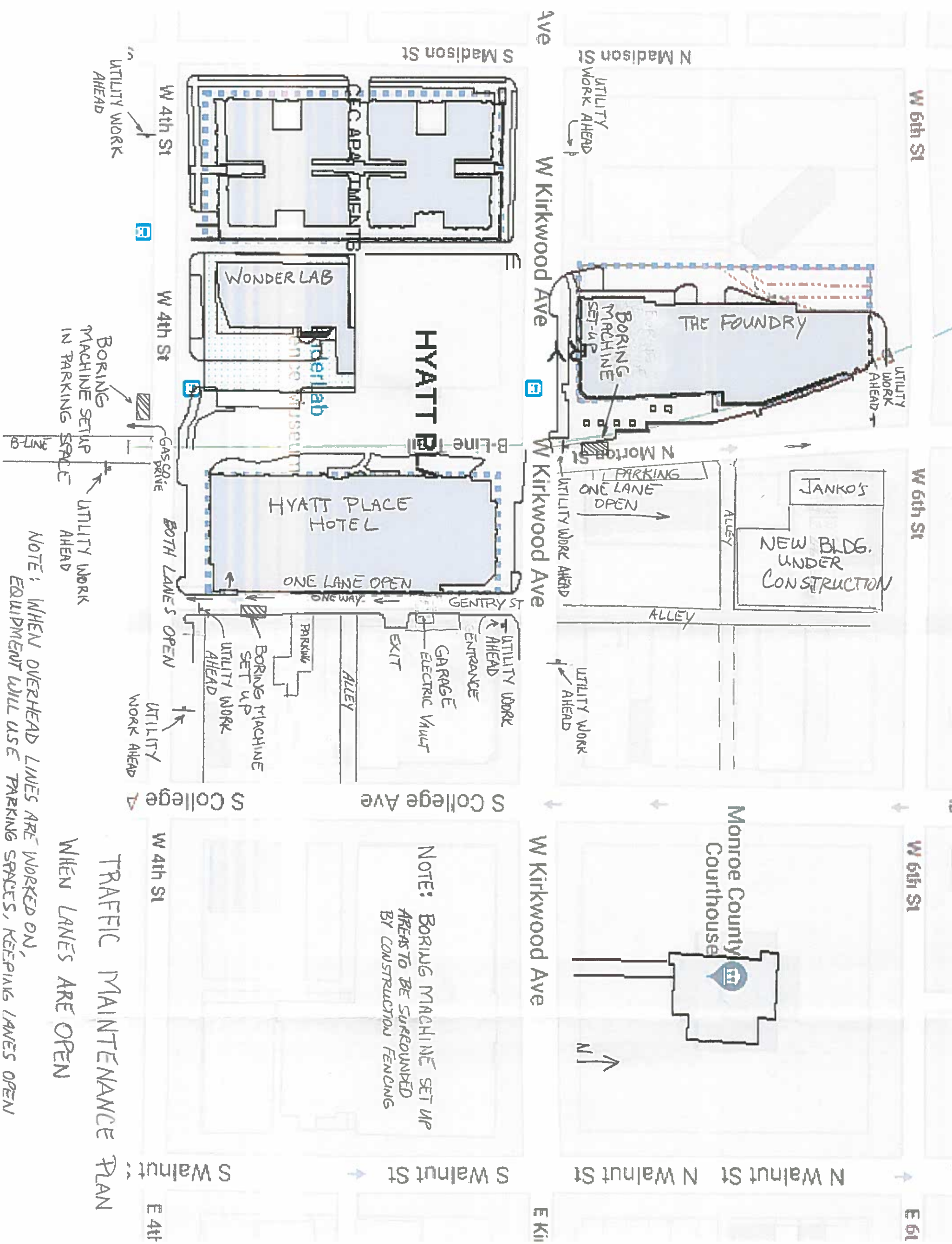
(812) 632-8904 Cell

(812) 337-3023 Office

[Builders, Contractors, and Developers: Click here to learn Duke's requirements for new installations.](#)

[Quoted text hidden]





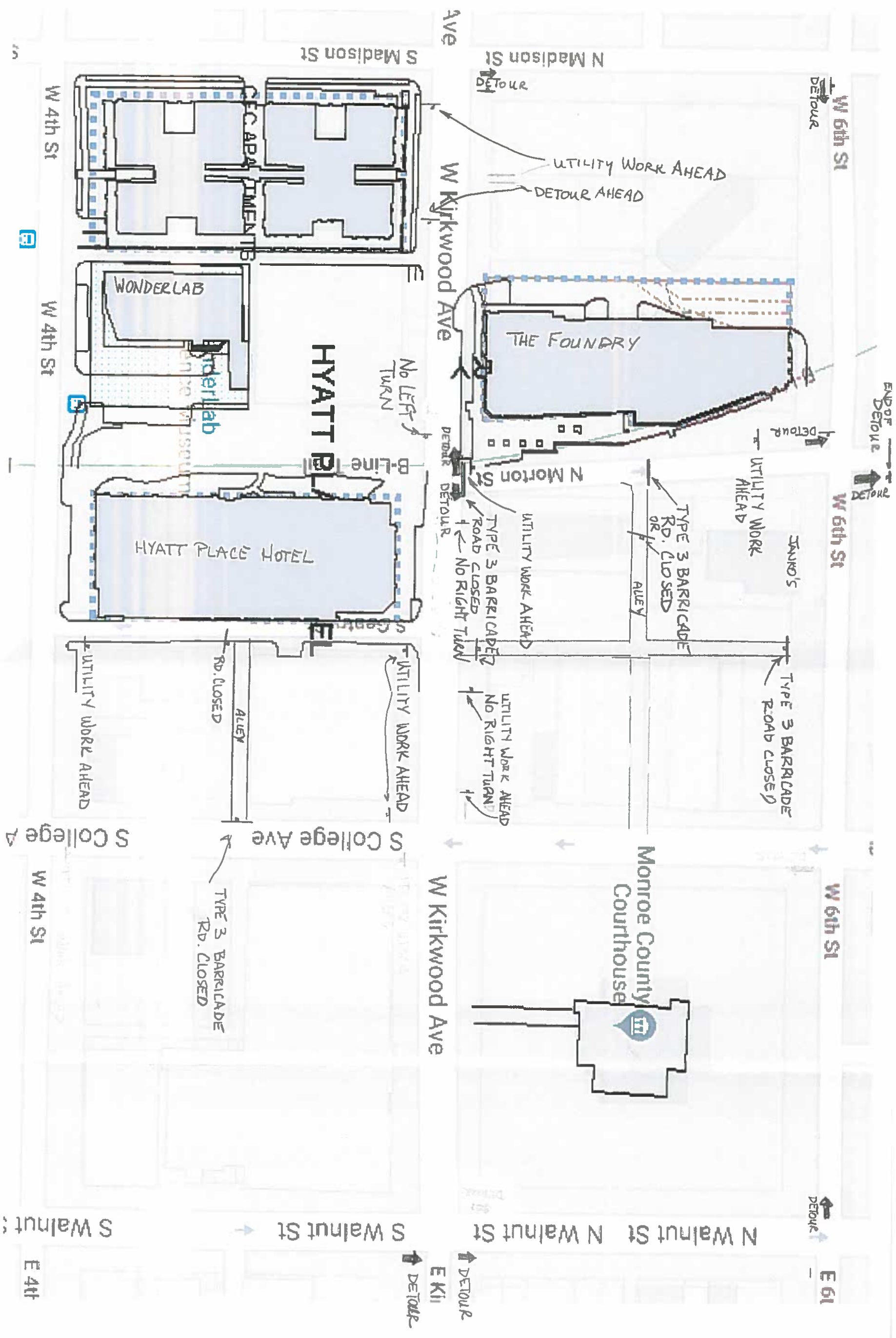
NOTE: WHEN OVERHEAD LINES ARE WORKED ON,  
EQUIPMENT WILL USE PARKING SPACES, KEEPING LANES OPEN

NOTE: BORING MACHINE SET UP  
AREAS TO BE SURROUNDED  
BY CONSTRUCTION FENCING

TRAFFIC MAINTENANCE PLAN

WHEN LANES ARE OPEN





TRAFFIC MAINTENANCE PLAN  
WHEN MORTON ST OR ALLEY'S ARE CLOSED



W Kirkwood Ave

W Kirkwood Ave

B-Line Trail

B-Line Trail

Bloomington Rail Trail

S College Ave

S College Ave

S College Ave

S Century St

S Century St

S Century St

Closure

Flaggers

Mega Mala

W 4th St

W 4th St





W Kirkwood Ave

Flaggers

W Kirkwood Ave

S College Ave

S College Ave

S College Ave

B-Line Trail

B-Line Trail

Bloomington Rail Trail

S Gentry St

S Gentry St

S Gentry St

Closure

Yoga Mala

W 4th St

W 4th St





W Kirkwood Ave

Flaggers

W Kirkwood Ave

Closure

S College Ave

S College Ave

Yoga Mala

S College Ave

B-Line Trail

B-Line Trail

Bloomington Rail Trail

W 4th St

W 4th St

S Gentry St

S Gentry St

S Gentry St





## Board of Public Works Staff Report

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**Project/Event:** Request to use Public Right-Of-Way by Strauser Construction Company

**Petitioner/Representative:** Strauser Construction Company/ Ryan Strauser

**Staff Representative:** Sara Gomez, Public Improvements Manager

**Date:** 8/20/2019

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**Report:** Strauser has been contracted to construct a new building at 115 E Kirkwood Avenue. In order to work on the project, Strauser will need to use the public right-of-way for staging, equipment placement, and utility installations. The utility installations would be at the beginning of the project indicated as Phase 1 on the MOT plan. During that phase there would be a one lane closure westbound. During Phase 2 the petitioner is planning to place a 6 foot chain link fence along Kirkwood Ave and Washington St into the sidewalk and parking lanes. A protected pedestrian walk-around would be provided on both Kirkwood Ave and Washinton St. The east-west and north-south alleys adjacent to the project would be closed at times as indicated on the project schedule. The north-south alley closures would be coordinated with the property owners located west of the construction site to maintain access for trash pick-up and for deliveries to those businesses. Strauser would like to use the right-of-way and have a temporary traffic plan in place from September 2<sup>nd</sup> until November 6<sup>th</sup> 2020. The petitioner understands that the meter fees of \$28,570.00 will be due for the entirety of the project before the meters can be blocked off for construction use.

**Recommendation and Supporting Justification:** Staff recognizes that the logistics of any construction in the downtown area is difficult because of limited space and appreciates the thorough maintenance of traffic plan that has been submitted. Staff recommends approval of the petitioner's request.

Recommend  Approval  Denial by Sara Gomez





BYNUM FANYO & ASSOCIATES, INC.

ARCHITECTURE  
CIVIL ENGINEERING  
PLANNING

August 9, 2019

**Notice of Public Hearing**

**Re: 115 East Kirkwood Avenue (parking lot west of CVS Pharmacy)**

**Bloomington, In 47401**

The owner of the above property, T M Crowley & Associates, is proposing to construct a 4-story building located on the existing parking lot next to the CVS Pharmacy at the north west corner of Kirkwood Ave and Washington Street. The proposed construction has been approved by the Bloomington Plan Commission. The building will consist of ground level retail, covered parking for residents and 3 levels of owner-occupied condominiums.

As part of the project, Strauser Construction Co., Inc. the general contractor, is requesting closures of parking spots and alleys, as well as restrictions to sidewalks and traffic lanes to enable the construction of the structure and to extend utility services.

This request will be heard at the City of Bloomington's Board of Public Works meeting on August 20, 2019 at 5:30 pm local time. The meeting will be held in the City Hall Council Chambers at 401 N Morton Street, Bloomington Indiana. You may attend and comment at this time and place.

**TM Crowley & Associates**



July 28, 2019

**City of Bloomington - Board of Public Works**

401 N. Morton Street  
Bloomington, IN 47404

**RE: One15 – Lofts on Kirkwood Project**  
*Lane, Sidewalk, Parking & Alley Restriction Request*

Dear Board Members:

Strauser Construction Co., Inc. is currently planning a project on Kirkwood Avenue that consists of the construction of a new 4-story building located in the currently vacant parking lot adjacent (west) of the existing CVS Pharmacy building located at the corner Kirkwood Ave. and Washington Streets. The building will consist of ground level retail, covered parking for residents, and 3 levels of Owner occupied condominiums.

As part of the project, Strauser Construction Co., Inc. is requesting closures of parking spots and alleys, as well as restrictions to sidewalks and traffic lanes. These requests are vital and required to be able to construct the structure as well as connect the new building to the existing City utility infrastructure.

An outline of the request with logistics detailed in the attached MOT plan are as follows:

- 1) There would be a walk-around established on both Kirkwood Avenue and Washington Streets for approximately 85% of the project duration. This is needed to establish a perimeter for construction to be installed, as well as provide a barrier between the construction site and the general public.
- 2) During the time the walk-around is in place there will be the need to shut down (1) metered parking spot along Kirkwood Ave. and (3) metered spots on Washington Street.
- 3) During utility installation at the early stage of the project there will need to be a temporary lane restriction established on Kirkwood Ave. to connect utilities to the existing infrastructure located in the street. Strauser will work with City Engineering and City Utilities to establish the least disruptive plan for pedestrians and vehicular traffic disruption while this work takes place.
- 4) The new building structure is being built to the property line on both the north and west sides of the site, which adjoins the alleys and will require alley closures. During the course of the construction Strauser will be making all efforts to stage construction to leave one of the alleys open when possible, based on current project site conditions at the time. However, it should be noted that even during periods when an alley adjacent the project is open, there will most likely be some restrictions during the work day as construction proceeds.

During the course of this project Strauser Construction Co., Inc. is dedicated to working with and coordinating with the City of Bloomington, City of Bloomington Utilities, City Law Enforcement and City Transit Providers to assure that all restrictions and closure information is well communicated and planned in advance. Based on this and the attached information, Strauser Construction Co., Inc. request that the Board of Public works approves the restrictions and closures requested that occur between September 2, 2019 and November 6, 2020. If there are any questions please feel free to contact me.

Sincerely,

**Ryan M. Strauser**  
RA, AIA, LEED AP

**Strauser Construction Co., Inc.**  
4213 E. 3<sup>rd</sup> Street  
Bloomington, IN 47401



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CUMBERLAND, RI 02864

Postage	\$3.50	0762 12
Certified Fee	\$2.80	
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Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$6.85	

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 c/o CVS 10676-01  
 200 Highland Corporate Drive  
 Cumberland RI 02864

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Certified Fee	\$2.80	
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$6.85	

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Total Postage & Fees	\$6.85	

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Restricted Delivery Fee (Endorsement Required)	\$0.00	
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Postage	\$3.50	
Certified Fee	\$2.80	
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$6.85	



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Certified Fee	\$2.80	
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$6.85	



Sent To: City of Bloomington Board Of Park Commissioners  
 PO Box 100  
 Bloomington IN 47402

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Certified Fee	\$2.80	
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Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$6.85	



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 PO Box 1763  
 Bloomington IN 47402

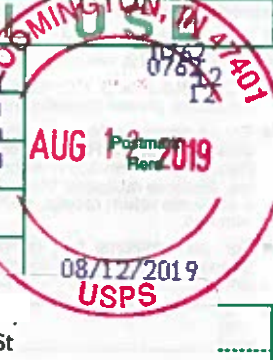
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BLOOMINGTON, IN 47404

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Certified Fee	\$2.80	
Return Receipt Fee (Endorsement Required)	\$0.00	
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BLOOMINGTON, IN 47408

Postage	\$3.50	
Certified Fee	\$2.80	
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$6.85	



Sent To: First United Methodist Church of Bloomington Inc  
 219 E 4th St  
 Bloomington IN 47408

PS Form 3800

7011 3500 0002 2189 5707

7011 3500 0002 2189 5721

7011 3500 0002 2189 5769

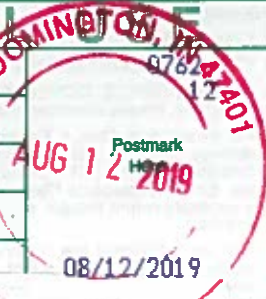


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Certified Fee	\$0.00	\$0.00
Return Receipt Fee (Endorsement Required)	\$0.00	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00	\$0.00
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Return Receipt Fee (Endorsement Required)	\$0.00	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00	\$0.00
Total Postage & Fees	\$0.55	\$6.85



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IDS Inc  
PO Box 306  
Bloomington IN 47402

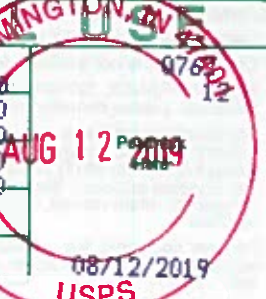
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Return Receipt Fee (Endorsement Required)	\$0.00	\$0.00
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Total Postage & Fees	\$0.55	\$6.85



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Jupiter Investments Inc  
c/o Rick Coombes  
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Certified Fee	\$0.00	\$0.00
Return Receipt Fee (Endorsement Required)	\$0.00	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00	\$0.00
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HHI Sullivans LLC  
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BLOOMINGTON, IN 47401

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Certified Fee	\$0.00	\$0.00
Return Receipt Fee (Endorsement Required)	\$0.00	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00	\$0.00
Total Postage & Fees	\$0.55	\$6.85



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Timel LLC  
2470 E Rhorer Rd  
Bloomington IN 47401

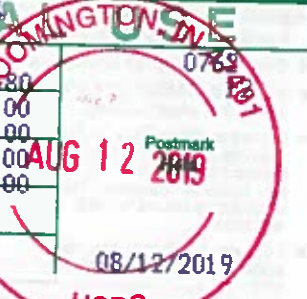
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Certified Fee	\$0.00	\$0.00
Return Receipt Fee (Endorsement Required)	\$0.00	\$0.00
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Total Postage & Fees	\$0.55	\$6.85



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VT Management LLC  
1721 E Thornton Dr  
Bloomington IN 47401

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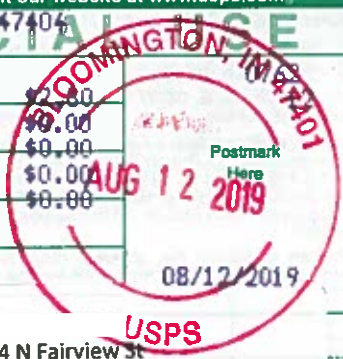


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BLOOMINGTON, IN 47404

Postage	\$3.50	\$2.80	
Certified Fee	\$0.00	\$0.00	
Return Receipt Fee (Endorsement Required)	\$0.00	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	\$0.00	
Total Postage & Fees	\$0.55	\$6.85	



Sent To  
 924 N Fairview St  
 Bloomington IN 47404

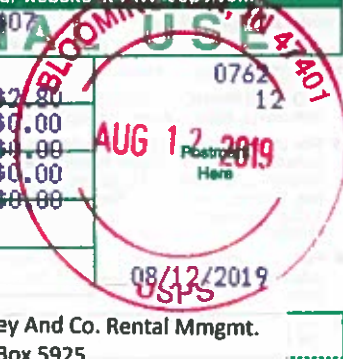
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BLOOMINGTON, IN 47407

Postage	\$3.50	\$2.80	0762 12
Certified Fee	\$0.00	\$0.00	
Return Receipt Fee (Endorsement Required)	\$0.00	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	\$0.00	
Total Postage & Fees	\$0.55	\$6.85	



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 Claire H. Wilder Costley And Co. Rental Mmgmt.  
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BLOOMINGTON, IN 47401

Postage	\$3.50	\$2.80	0762 12
Certified Fee	\$0.00	\$0.00	
Return Receipt Fee (Endorsement Required)	\$0.00	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	\$0.00	
Total Postage & Fees	\$0.55	\$6.85	



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BLOOMINGTON, IN 47401

Postage	\$3.50	\$2.80	0762 12
Certified Fee	\$0.00	\$0.00	
Return Receipt Fee (Endorsement Required)	\$0.00	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	\$0.00	
Total Postage & Fees	\$0.55	\$6.85	



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BLOOMINGTON, IN 47401

Postage	\$3.50	\$2.80	0762 12
Certified Fee	\$0.00	\$0.00	
Return Receipt Fee (Endorsement Required)	\$0.00	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	\$0.00	
Total Postage & Fees	\$0.55	\$6.85	



Sent To  
 North Walnut Street Properties LLC  
 940 S Clarizz Blvd Apt 25  
 Bloomington IN 47401

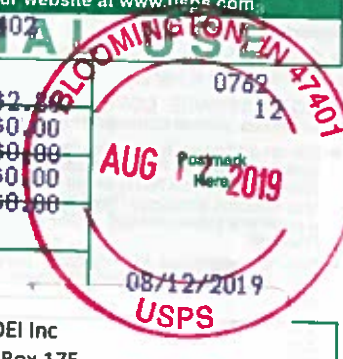
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BLOOMINGTON, IN 47402

Postage	\$3.50	\$2.80	0762 12
Certified Fee	\$0.00	\$0.00	
Return Receipt Fee (Endorsement Required)	\$0.00	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	\$0.00	
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 OEI Inc  
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Certified Fee	\$2.80	
Return Receipt Fee (Endorsement Required)	\$0.00	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	<b>AUG 12 2019</b>
	\$0.55	08/12/2019
<b>Total Postage &amp; Fees</b>	<b>\$6.85</b>	<b>USPS</b>

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Certified Fee	\$2.80	
Return Receipt Fee (Endorsement Required)	\$0.00	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	<b>AUG 12 2019</b>
	\$0.55	08/12/2019
<b>Total Postage &amp; Fees</b>	<b>\$6.85</b>	<b>USPS</b>

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CHICAGO, IL 60661

Postage	\$3.50	0762 12
Certified Fee	\$2.80	
Return Receipt Fee (Endorsement Required)	\$0.00	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	<b>AUG 12 2019</b>
	\$0.55	08/12/2019
<b>Total Postage &amp; Fees</b>	<b>\$6.85</b>	<b>USPS</b>

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 Graduate Bloomington Ours LLC  
 133 N Jefferson St 4th Floor  
 Chicago IL 60661

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BLOOMINGTON, IN 47408

Postage	\$3.50	0762 12
Certified Fee	\$2.80	
Return Receipt Fee (Endorsement Required)	\$0.00	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	<b>AUG 12 2019</b>
	\$0.55	08/12/2019
<b>Total Postage &amp; Fees</b>	<b>\$6.85</b>	<b>USPS</b>

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 Stardust Development LLC  
 403 E 6th St  
 Bloomington IN 47408

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BLOOMINGTON, IN 47401

Postage	\$3.50	0762 12
Certified Fee	\$2.80	
Return Receipt Fee (Endorsement Required)	\$0.00	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	<b>AUG 12 2019</b>
	\$0.55	08/12/2019
<b>Total Postage &amp; Fees</b>	<b>\$6.85</b>	<b>USPS</b>

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 Omega Center and Lofts 1092B  
 629 S Woodcrest Dr  
 Bloomington IN 47401

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Postage	\$3.50	0762 12
Certified Fee	\$2.80	
Return Receipt Fee (Endorsement Required)	\$0.00	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	<b>AUG 12 2019</b>
	\$0.55	08/12/2019
<b>Total Postage &amp; Fees</b>	<b>\$6.85</b>	<b>USPS</b>

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INDIANAPOLIS, IN 46204

Postage	\$3.50	0762 12
Certified Fee	\$2.85	
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$6.85	

Sent To: 118 Kirkwood LLC  
 300 N Meridian St Suite 1100  
 Indianapolis IN 46204

PS Form 3800, August 2019



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BLOOMINGTON, IN 47408

Postage	\$3.50	0782 12
Certified Fee	\$2.85	
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$6.85	

Sent To: Monroe County Historical Society Inc  
 202 E 6th St  
 Bloomington IN 47408

PS Form 3800, August 2019



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BLOOMINGTON, IN 47408

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Certified Fee	\$2.85	
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$6.85	

Sent To: CF Allen Court LLC  
 225 N Washington St  
 Bloomington IN 47408

PS Form 3800, August 2019





Memorandum of Understanding  
Between  
City of Bloomington Planning and Transportation Department  
And  
Strauser Construction Company, Inc.

This Memorandum of Understanding (MOU) between the City of Bloomington Planning and Transportation Department, (hereafter “Planning and Transportation”) and Strauser Construction Company, Inc., (hereafter “Strauser”) outlines the binding conditions placed upon and agreed to by Strauser, in exchange for use by Strauser, its agents and subcontractors, of certain public right of way during the construction of a building at 115 East Kirkwood Avenue in Bloomington, Indiana (hereinafter the “Construction Site”).

1. This MOU shall cover the time period from September 2, 2019, through November 6, 2020, inclusive.
2. Planning and Transportation shall allow Strauser to block and restrict from general public usage the space along the east side of Washington Street and the north side of Kirkwood Ave and directly adjacent to the Construction Site as depicted in Exhibit “A”.
3. Strauser, shall coordinate the placement of any and all construction notification and detour signage with Planning and Transportation including both vehicular and pedestrian signage.
4. Strauser shall install and maintain, to the satisfaction of Planning and Transportation, all signage associated with providing notice to the public of restrictions on right of way usage. Such signage shall reflect the form and content specified by the Manual on Uniform Traffic Control Devices and must be approved by Planning and Transportation. In the event any pedestrian route must be modified to accommodate this Construction Site, Strauser, shall install and maintain any temporary pedestrian route in accordance with the Draft Public Right of Way Accessibility Guidelines (PROWAG) and must be approved by Planning and Transportation.
5. Strauser shall coordinate the removal and replacement of all permanent signage at, or adjoining, the Construction Site through the City of Bloomington Street Department at all requested points for permanent signage replacement, which will be performed by Strauser.
6. Strauser, shall be responsible for repairing and restoring the adjoining right of way and all improvements to the reasonable satisfaction of the Department of Public Works as soon as practicably possible. Strauser shall restore such right of way and improvements to as good a condition as they were in immediately prior to the commencement of the work described in this MOU. The City waives no right to make claims for any damages



incurred as a result of work described in this MOU and performed by Strauser, their employees, agents, contractors and subcontractors.

7. Strauser, shall also be financially responsible to City of Bloomington Utilities for any damage done to any City of Bloomington Utilities facility. In the event damage occurs during this project, repairs shall either be performed by or approved by City of Bloomington Utilities.
8. The City shall have the right to avail itself of any legal action and remedy as necessary to maintain the free flow of traffic along the streets in the Construction Site area.
9. Nothing in this MOU shall be construed to prohibit the City of Bloomington from issuing any Stop Work Orders during construction on this project, in addition to any remedy or action spelled out in this MOU or available under law.
10. Should any part of this MOU be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the MOU is still served.
11. Strauser, agrees to release, forever discharge, hold harmless and indemnify the City of Bloomington, Indiana, its departments, its Board of Public Works and its employees, officers and agents, its successors and assigns from any and all claims or causes of action that may arise from personal injury, property damage, and/or any other type of claim which may occur as a result of Strauser's use of the described right of way, whether such claims may be brought by the City of Bloomington or by any third party.
12. Strauser shall pay, in advance, for any and all meter fees associated with the closure of the four (4) adjoining parking spaces at a rate of twenty dollars (\$20) per day per meter with an administrative fee of ten dollars (\$10). Strauser has requested a fifty-two (52) week term for its use of City right of way adjacent to the Construction Site. Calculating a six (6) day work week and deducting for holidays, the meter fees for the term of this MOU, beginning September 2, 2019 and ending November 6, 2020 are Twenty-eight Thousand Five Hundred and Seventy Dollars and Zero Cents (\$28,570.00).
13. In the event Strauser has not completed its work at the Construction Site by November 6, 2020, Strauser shall incur and agrees to pay meter fees of Eighty Dollars and Zero Cents (\$80.00) per day for each working day after November 6, 2020 that Strauser continues to use public right of way at the Construction Site.



14. Prior to beginning work, Strauser, shall provide Planning and Transportation with a phone contact list for their supervisory personnel and for their sub-contractors.
15. Strauser, shall make its on-site supervisory personnel available for bi-weekly meetings with Planning and Transportation staff for progress updates.
16. Ryan Strauser, Co-Owner of Strauser, agrees by signing that he has full power by proper action to enter into this MOU and has the authority to do so.

**Board of Public Works**

**Strauser Construction Company, Inc.**

By: \_\_\_\_\_  
Kyla Cox Deckard, President

By: \_\_\_\_\_  
Ryan Strauser, Co-Owner

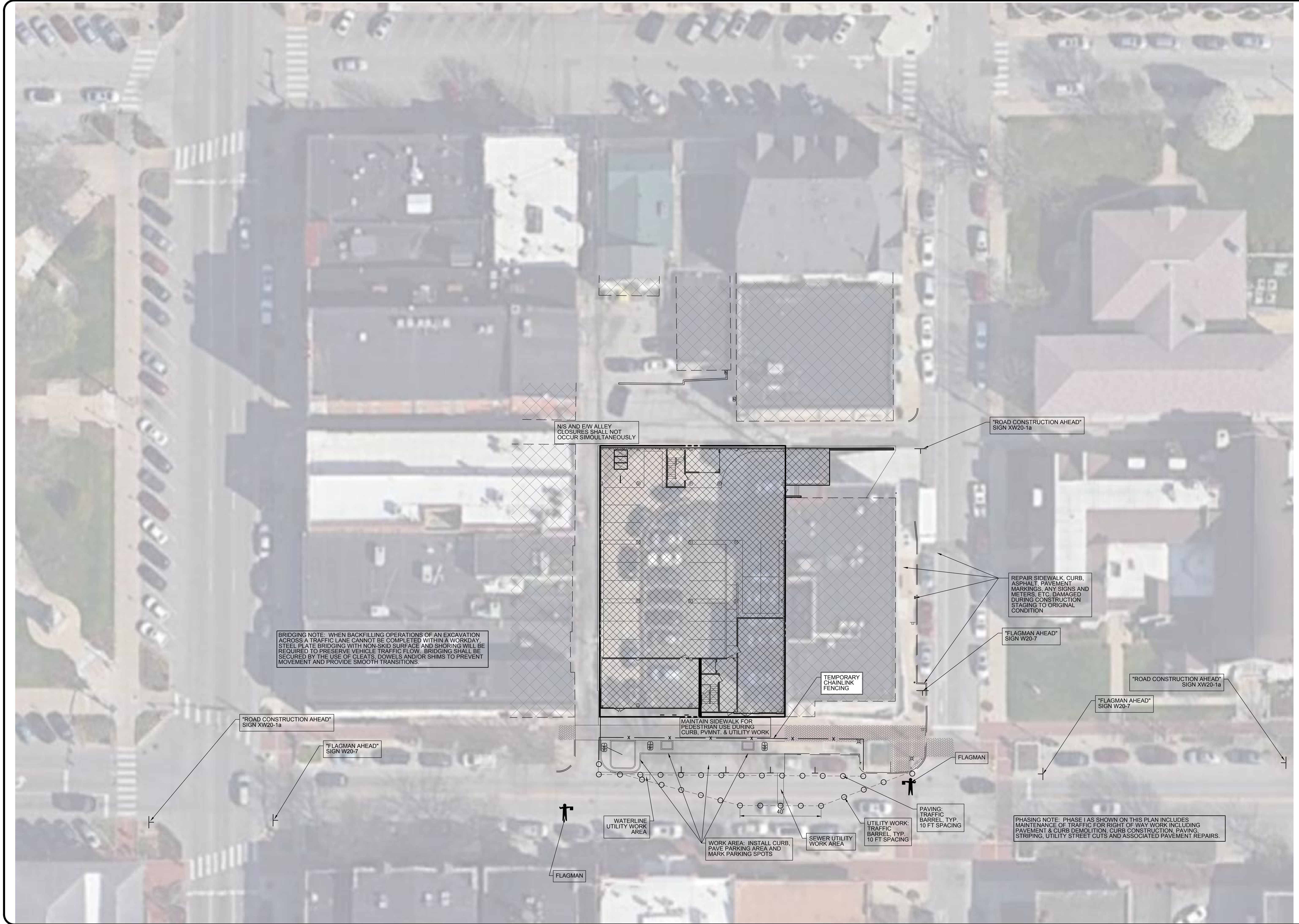
By: \_\_\_\_\_  
Beth H. Hollingsworth, Vice-President

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Dana Palazzo, Secretary

Date: \_\_\_\_\_





N/S AND E/W ALLEY CLOSURES SHALL NOT OCCUR SIMULTANEOUSLY

"ROAD CONSTRUCTION AHEAD" SIGN XW20-1a

BRIDGING NOTE: WHEN BACKFILLING OPERATIONS OF AN EXCAVATION ACROSS A TRAFFIC LANE CANNOT BE COMPLETED WITHIN A WORKDAY, STEEL PLATE BRIDGING WITH NON-SKID SURFACE AND SHORING WILL BE REQUIRED TO PRESERVE VEHICLE TRAFFIC FLOW. BRIDGING SHALL BE SECURED BY THE USE OF CLEATS, DOWELS AND/OR SHIMS TO PREVENT MOVEMENT AND PROVIDE SMOOTH TRANSITIONS.

"ROAD CONSTRUCTION AHEAD" SIGN XW20-1a

"FLAGMAN AHEAD" SIGN W20-7

TEMPORARY CHAINLINK FENCING

REPAIR SIDEWALK, CURB, ASPHALT, PAVEMENT MARKINGS, ANY SIGNS AND METERS, ETC. DAMAGED DURING CONSTRUCTION STAGING TO ORIGINAL CONDITION

"FLAGMAN AHEAD" SIGN W20-7

"ROAD CONSTRUCTION AHEAD" SIGN XW20-1a

"FLAGMAN AHEAD" SIGN W20-7

MAINTAIN SIDEWALK FOR PEDESTRIAN USE DURING CURB, PVMNT. & UTILITY WORK

FLAGMAN

WATERLINE UTILITY WORK AREA

WORK AREA: INSTALL CURB, PAVE PARKING AREA AND MARK PARKING SPOTS

SEWER UTILITY WORK AREA

UTILITY WORK: TRAFFIC BARREL, TYP. 10 FT SPACING

PAVING: TRAFFIC BARREL, TYP. 10 FT SPACING

FLAGMAN

PHASING NOTE: PHASE I AS SHOWN ON THIS PLAN INCLUDES MAINTENANCE OF TRAFFIC FOR RIGHT OF WAY WORK INCLUDING PAVEMENT & CURB DEMOLITION, CURB CONSTRUCTION, PAVING, STRIPING, UTILITY STREET CUTS AND ASSOCIATED PAVEMENT REPAIRS.

revisions:

SCALE: 1"=20'

ARCHITECTURE  
CIVIL ENGINEERING  
PLANNING

BYNUM FANYO & ASSOCIATES, INC.  
528 north walnut street  
(812) 332-8030

bloomington, indiana  
(812) 339-2990 (Fax)

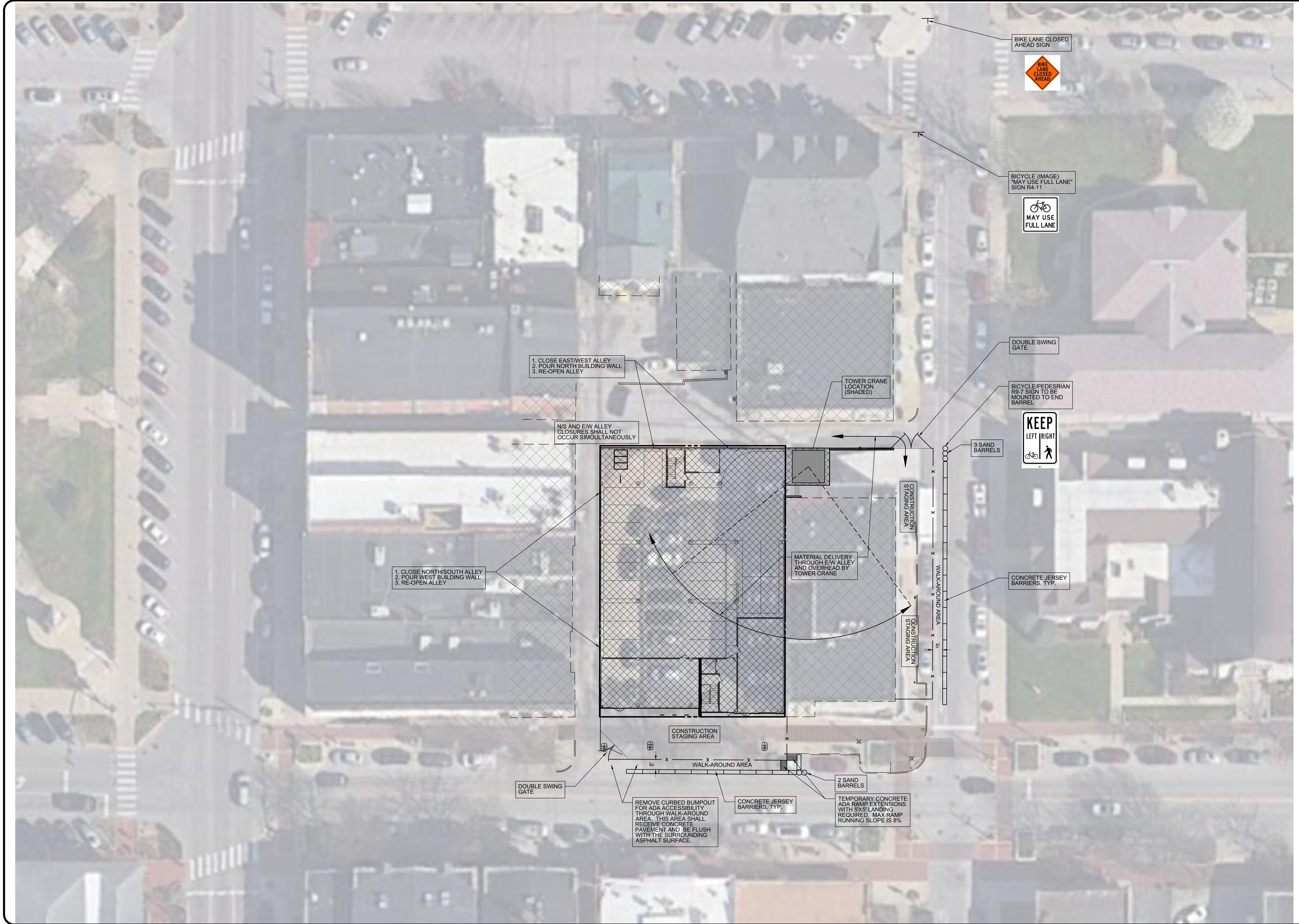
certified by:

**PROPOSED  
ONE15 - LOFTS ON KIRKWOOD  
CONDOMINIUMS & RETAIL**  
115 E. KIRKWOOD AVE.  
BLOOMINGTON, INDIANA 47408

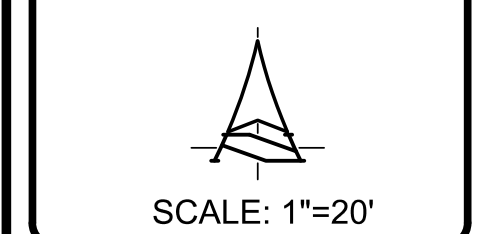
title: PHASE I -  
MAINTENANCE OF  
TRAFFIC PLAN

designed by: JBT  
drawn by: JBT  
checked by: JSF  
sheet no: C501  
project no.: 401713





revisions:



ARCHITECTURE  
CIVIL ENGINEERING  
PLANNING

BYNUM FANYO & ASSOCIATES, INC.  
528 north walnut street  
(812) 332-8030

certified by:

certified by:

**PROPOSED**  
**ONE15 - LOFTS ON KIRKWOOD**  
**CONDOMINIUMS & RETAIL**  
115 E. KIRKWOOD AVE.  
BLOOMINGTON, INDIANA 47408

title: PHASE II -  
MAINTENANCE OF  
TRAFFIC PLAN

designed by: JBT  
drawn by: JBT  
checked by: JSF  
sheet no: C502  
project no.: 401713









## Board of Public Works Staff Report

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**Project/Event:** Award Construction Contract to E & B Paving, Inc. for the E. Moores Pike (S. College Mall Rd to S. Woodruff Ln.) Sidewalk.

**Petitioner/Representative:** Planning and Transportation Department

**Staff Representative:** Russell White

**Date:** 08/20/2019

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**Report:** On August 5, 2019 the Board opened sealed bids for the construction of a sidewalk on the southern side of E. Moores Pike from S. College Mall Road to S. Woodruff Lane. The Board received 4 bids, and E & B Paving, Inc. was found to be the lowest responsible and responsive bidder with a bid amount of \$322,322.00. Funding for this project will utilize 454-02-020000-54310. We anticipate construction of this project will begin in late August and be completed towards the end of November.



### Recommendation and Supporting

**Justification:** City Staff has reviewed the bids and is recommending that the Board award the construction contract to E & B Paving, Inc. the lowest responsive and responsible bidder.

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



# AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PLANNING AND TRANSPORTATION DEPARTMENT

AND

E & B PAVING, INC.

FOR

**E. Moores Pike (S. College Mall Road to S. Woodruff Lane) Sidewalk**

**THIS AGREEMENT**, executed by and between the City of Bloomington, Indiana, Planning and Transportation Department through the Board of Public Works (hereinafter CITY), and E & B Paving, Inc. (hereinafter CONTRACTOR);

**WITNESSETH THAT:**

WHEREAS, CITY desires to retain CONTRACTOR'S services for the Installation of a sidewalk on the south side of Moores Pike from College Mall Road to Woodruff Lane. (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

**ARTICLE 1. TERM**

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

**ARTICLE 2. SERVICES**

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

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

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

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



### **ARTICLE 3. COMPENSATION**

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

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

Defective work.

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

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

Damage to CITY or a third party.

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

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

**3.05** For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his 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 Bid Form, the Owner requires that retainage be held set out below.

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

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

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

**4.04** **Withholding Funds for Completion of Contract** If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of



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

## **ARTICLE 5. GENERAL PROVISIONS**

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

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

### **5.02 Abandonment, Default and Termination**

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

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

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

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

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

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

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

### **5.05 Insurance**

#### **5.05.01**

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



<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence
Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, 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 or she shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

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

**5.12 Performance Bond and Payment Bond**

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

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

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

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

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

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



TO CITY:

TO CONTRACTOR:

City of Bloomington	E & B Paving, Inc.
Attn: Russell White, Project Manager	Attn:
401 N. Morton St, Suite 130	
Bloomington, Indiana 47404	

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

**5.16 Notice to Proceed** CONTRACTOR shall not begin the work pursuant to the “Scope of Work” of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within ten (10) 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 ten (10) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

**5.17 Steel or Foundry Products**

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

**5.17.02** Domestic Steel products are defined as follows:

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

**5.17.03** Domestic Foundry products are defined as follows:

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

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

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

**5.18 Verification of Employees’ Immigration Status**

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

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



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

**5.19 Drug Testing Plan**

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

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

DATE: \_\_\_\_\_

City of Bloomington  
Bloomington Board of Public Works

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



## **“SCOPE OF WORK”**

### **E. Moores Pike (S. College Mall Road to S. Woodruff Lane) Sidewalk**

This project shall include, but is not limited to, the Installation of a sidewalk on the south side of Moores Pike from College Mall Road to Woodruff Lane.



**ATTACHMENT 'B'**

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

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_)

**AFFIDAVIT**

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

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



	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				<b>Total</b>	<b>\$ _____</b>

Method of Compliance (Specify) \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

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

My Commission Expires: \_\_\_\_\_  
\_\_\_\_\_  
Signature of Notary Public

County of Residence: \_\_\_\_\_  
\_\_\_\_\_  
Printed Name of Notary Public

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

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



**ATTACHMENT 'C'**

**"E-Verify AFFIDAVIT"**

STATE OF INDIANA )  
 )SS:  
COUNTY OF \_\_\_\_\_)

**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\_\_.

\_\_\_\_\_  
Notary Public's Signature

\_\_\_\_\_  
Printed Name of Notary Public

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_



**ATTACHMENT 'D'**

**COMPLIANCE AFFIDAVIT**

**REGARDING INDIANA CODE CHAPTER 4-13-18**

**DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS**

STATE OF INDIANA )  
 ) SS:

COUNTY OF \_\_\_\_\_ )

**AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )



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

My Commission Expires: \_\_\_\_\_  
Signature of Notary Public

County of Residence: \_\_\_\_\_  
Printed Name of Notary Public



**ATTACHMENT 'E'**





Project Title : Moore's Pike (College Mall to Woodruff) Sidewalk

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
001	105-06845	Construction Engineering	1	Lump sum	-	-
002	107-09367	Inspect Hole, Deeper than 3 ft.	3	Each	-	-
003	110-01001	Mobilization and Demobilization	1	Lump sum	-	-
004	201-52370	Clearing Right of Way	1	Lump sum	-	-
005	203-02000	Excavation Common	335	CYS	-	-
006	203-02070	Borrow	62	CYS	-	-
007	205-06933	Temporary Inlet Protection	10	Each	-	-
008	205-06937	Temporary Silt Fence	760	LFT	-	-
009	211-09264	Structure Backfill, Type 3	5	CYS	-	-
010	301-07448	Compacted Aggregate No. 53 Base	70	TON	-	-
011	304-07490	HMA Patching Type B	68	TON	-	-
012	401-10258	Joint Adhesive, Surface	838	LFT	-	-
013	406-05520	Asphalt for Tack Coat	303	SYS	-	-
014	604-06070	Sidewalk, Concrete, 4 in.	470	SYS	-	-
015	604-08086	Curb Ramp, Concrete	44	SYS	-	-
016	604-12083	Detectable Warning Surfaces	12	SYS	-	-
017	605-06125	Curb, Concrete, Modified	851	LFT	-	-
018	610-08446	PCCP for Approaches, 6 in.	165	Sys	-	-
019	621-09867	Topsoil	236	CYS	-	-
020	621-06554	Mulched Seeding U	702	SYS	-	-
021	715-01354	Clean Existing Pipe	31	LFT	-	-
022	715-05048	Pipe, Type 4, Circular, 6 in.	126	LFT	-	-
023	715-05053	Pipe, Underdrain, Outlet 6 in.	4	LFT	-	-
024	718-12306	Geotextile for Underdrain, Type IB	81	SYS	-	-
025	720-04499	Inlet Reconstruct	3	Lft	-	-
026	720-44015	Casting, 2, Furnish and Adjust to Grade, ADA Compliant	1	Each	-	-
027	720-44025	Casting, 4, Furnish and Adjust to Grade	2	Each	-	-
028	720-45035	Inlet, F7	2	Each	-	-
029	720-45045	Inlet, J10	4	Each	-	-

See Attached

CONTINUED TO NEXT PAGE





Project Title : Moore's Pike (College Mall to Woodruff) Sidewalk

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
030	732-11770	Aggregate for Drainage Fill	19	CYS	-	-
031	732-11810	Modular Block Wall	331	SFT	-	-
032	732-11811	Modular Block Wall Erection	331	SFT	-	-
033	801-06775	Maintaining Traffic Sign, Post, Square Type 1, Reinforced	1	Lump Sum	-	-
034	802-05701	Anchor Base	23	LFT	-	-
035	802-07060	Sign, Sheet, Relocate	2	Each	-	-
036	808-05866	Pavement Message Marking Remove	6	SYS	-	-
037	808-06368	Transverse Marking, Remove	37	LFT	-	-
038	808-06703	Line, Thermoplastic, Solid, White, 4 in.	341	LFT	-	-
039	808-06716	Line, Remove	2547	LFT	-	-
040	808-11493	Line, Thermoplastic, Dotted, White, 4 in.	87	LFT	-	-
041	808-75245	Line, Thermoplastic, Solid, Yellow, 4 in.	2302	LFT	-	-
042	808-75260	Transverse Marking, Thermoplastic, White, 12 in.	46	LFT	-	-
043	808-75297	Transverse Marking, Thermoplastic, Stop Line, White, 24 in.	36	LFT	-	-
044	808-75300	Transverse Marking, Thermoplastic, Crosswalk Line, White, 6 in.	102	LFT	-	-
045	808-75320	Pavement Message Marking, Thermoplastic, Lane Indication Arrow	6	Each	-	-
046	808-75998	Snowplowable Raised Pavement Marker, Blue	3	Each	-	-
047	211-09264	Structure Backfill, Type 1	19	CYS	-	-
048	715-05149	Pipe, Type 2, Circular, 12 IN	32	LFT	-	-
<b>TOTAL PROJECT BID:</b>						-

*See Attached*

Bidder acknowledges that:

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



**BID TOTALS**

<u>Biditem</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1	CONSTRUCTION ENGINEERING	U	1.000	LS	6,000.00	6,000.00
2	INSPECT HOLE DEEPER THAN 3 FT	U	3.000	EA	1,100.00	3,300.00
3	MOBILIZATION AND DEMOBILIZATION	U	1.000	LS	16,500.00	16,500.00
4	CLEARING RIGHT OF WAY	U	1.000	LS	12,000.00	12,000.00
5	EXCAVATION COMMON	U	335.000	CYD	65.00	21,775.00
6	BORROW	U	62.000	CYD	80.00	4,960.00
7	TEMPORARY INLET PROTECTION	U	10.000	EA	100.00	1,000.00
8	TEMPORARY SILT FENCE	U	760.000	LFT	4.50	3,420.00
9	STRUCTURE BACKFILL TYPE 3		5.000	CYD	348.55	1,742.75
10	COMPACTED AGGREGATE NUMBER 53 BASE	U	70.000	TON	85.00	5,950.00
11	HMA PATCHING TYPE B	U	68.000	TON	265.00	18,020.00
12	JOINT ADHESIVE SURFACE	U	838.000	LFT	0.50	419.00
13	ASPHALT FOR TACK COAT		303.000	SYD	0.65	196.95
14	SIDEWALK CONCRETE 4 IN	U	470.000	SYD	74.00	34,780.00
15	CURB RAMP CONCRETE	U	44.000	SYD	250.00	11,000.00
16	DETECTABLE WARNING SURFACES	U	12.000	SYD	190.00	2,280.00
17	CURB CONCRETE MODIFIED	U	851.000	LFT	59.00	50,209.00
18	PCCP FOR APPROACHES 6 IN	U	165.000	SYD	110.00	18,150.00
19	TOPSOIL	U	236.000	CYD	80.00	18,880.00
20	MULCHED SEEDING U	U	702.000	SYD	1.90	1,333.80
21	CLEAN EXISTING PIPE	U	31.000	LFT	45.00	1,395.00
22	PIPE TYPE 4 CIRCULAR 6 IN	U	126.000	LFT	15.00	1,890.00
23	PIPE UNDERDRAIN OUTLET 6 IN	U	4.000	LFT	80.00	320.00
24	GEOTEXTILE FOR UNDERDRAIN TYPE IB	U	81.000	SYD	10.00	810.00
25	INLET RECONSTRUCT	U	3.000	LFT	1,600.00	4,800.00
26	CASTING 2 FURNISH AND ADJUST TO GRADE ADACOMPLIANT	U	1.000	EA	800.00	800.00
27	CASTING 4 FURNISH AND ADJUST TO GRADE	U	2.000	EA	700.00	1,400.00
28	INLET F7	U	2.000	EA	3,000.00	6,000.00
29	INLET J10	U	4.000	EA	2,800.00	11,200.00
30	AGGREGATE FOR DRAINAGE FIII	U	19.000	CYD	89.00	1,691.00
31	MODULAR BLOCK WALI	U	331.000	SFT	20.00	6,620.00
32	MODULAR BLOCK WALI ERECTION	U	331.000	SFT	37.00	12,247.00
33	MAINTAINING TRAFFIC	U	1.000	LS	23,886.00	23,886.00
34	SIGN POST SQUARE TYPE 1 REINFORCED ANCHOR BASE	U	23.000	LFT	23.00	529.00
35	SIGN SHEET RELOCATE	U	2.000	EA	111.00	222.00
36	PAVEMENT MESSAGE MARKING REMOVE	U	6.000	SYD	78.00	468.00
37	TRANSVERSE MARKING REMOVE	U	37.000	LFT	8.00	296.00
38	LINE THERMOPLASTIC SOIID WHITE 4 IN		341.000	LFT	1.10	375.10
39	LINE REMOVE	U	2,547.000	LFT	1.50	3,820.50



**BID TOTALS**

<u>Biditem</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
40	LINE THERMOPLASTIC DOTTED WHITE 4 IN		87.000	LFT	1.10	95.70
41	LINE THERMOPLASTIC SOLID YELLOW 4 IN		2,302.000	LFT	1.10	2,532.20
42	TRANSVERSE MARKING THERMOPLASTIC WHITE 12 IN	U	46.000	LFT	7.00	322.00
43	TRANSVERSE MARKING THERMOPIASTIC STOP LINE WHITE 2	U	36.000	LFT	11.50	414.00
44	TRANSVERSE MARKING THERMOPLASTIC CROSSWALK LINE WH	U	102.000	LFT	3.50	357.00
45	THERMOPLASTIC LANE INDICATION ARROW	U	6.000	EA	145.00	870.00
46	SNOWPLOWABLE RAISED PAVEMENT MARKER BLUE	U	3.000	EA	500.00	1,500.00
47	STRUCTURE BACKFILL TYPE 1	U	19.000	CYD	115.00	2,185.00
48	PIPE TYPE 2 CIRCULAR 12 IN	U	32.000	LFT	105.00	3,360.00

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Bid Total =====> \$322,322.00

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3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

Cazares Concrete - Concrete Construction

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Asphalt paving - TBD based on availability

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Indy Sign & Barricade - Thermoplastic Marking

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4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

All equipment of Monroe LLC, including a variety of trucks, equipment, and elevation and grade instruments. Monroe LLC also has several relationships with rental companies for extra equipment if needed. Primary equipment for this project is a 20K lb rubber tracked excavator and a 12K lb compact track loader.

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5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

prices for concrete construction were offered by Cazarez Concrete. Monroe LLC is able to estimate costs for pipe, structures, aggregates and other materials as they are in regular use for other projects

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### SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

See Monroe LLC financials on file with  
City of Bloomington (Mitchell St Sidewalk)





## Board of Public Works Staff Report

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**Project/Event:** 2019 Walnut Street Garage Stairwell Repair  
**Petitioner/Representative:** Public Works , Ryan Daily  
**Staff Representative:** Ryan Daily  
**Date:** 8.20.2019

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**Report:**

We held open bidding for the Walnut Street Garage Stairwell repair project. The following bids were received:

Contractor	Bid Amount Base	Option #1	Total
ANN-Kris Glenroy Construction	\$ 391,672.00	\$ 80,337.00	\$ 472,009.00
	\$ 810,000.00	\$ 78,000.00	\$ 888,000.00

We recommend using Ann-Kris for repairs.

Total cost to repair = \$472,009

---

**Recommend**  **Approval**  **Denial by:** Ryan Daily



# AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

BOARD OF PUBLIC WORKS

AND

ANN-KRISS LLC

FOR

## WALNUT STREET PARKING GARAGE STAIR REPLACEMENT

**THIS AGREEMENT**, executed by and between the City of Bloomington, Indiana, Board of Public Works (hereinafter CITY), and ANN- KRIS LLC, (hereinafter CONTRACTOR);

### WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for Walnut Street Garage Stair Replacement (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

### **ARTICLE 1. TERM**

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

### **ARTICLE 2. SERVICES**

**2.01.** CONTRACTOR shall complete all work required under this by October 31, 2019 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 and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

**2.03.** 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 Four Hundred Seventy-Two Thousand, Nine Dollars (\$472,009.00). 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 Bid Form, the Owner requires that retainage be held set out below.

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

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

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

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



## **ARTICLE 5. GENERAL PROVISIONS**

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

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

### **5.02. Abandonment, Default and Termination**

**5.02.01** CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his 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 Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

**5.05. Insurance**

**5.05.01**

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

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



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 a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	ANN KRIS LLC
Attn: Ryan Daily, Parking Garage Manager	ATTN: Dave Padgett
P.O. Box 100 Suite 120	736 S. Morton St.
Bloomington, Indiana 47402	Bloomington, IN 47403

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

**5.16. Notice to Proceed** CONTRACTOR shall not begin the work pursuant to the “Scope of Work” of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is



canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

**5.17. Steel or Foundry Products**

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

**5.17.02** Domestic Steel products are defined as follows:

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

**5.17.03** Domestic Foundry products are defined as follows:

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

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

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

**5.18. Verification of Employees’ Immigration Status**

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

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

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

**5.19. Drug Testing Plan**

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



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

DATE: \_\_\_\_\_

City of Bloomington  
Board of Public Works

BY:

BY:

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Contractor Representative

\_\_\_\_\_  
Beth H. Hollingsworth, Member

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Dana Palazzo, Member

\_\_\_\_\_  
Title of Contractor Representative

\_\_\_\_\_  
John Hamilton, Mayor of Bloomington



**ATTACHMENT 'A'**

**"SCOPE OF WORK"**

**WALNUT STREET PARKING GARAGE STAIR REPLACEMENT**

This project shall include, but is not limited to, SCOPE OF WORK



ATTACHMENT 'A'

"SCOPE OF WORK"

WALNUT STREET PARKING GARAGE STAIR REPLACEMENT

This project shall include, but is not limited to, SCOPE OF WORK

- 1.) Secure Area
- 2.) Install barriers
- 3.) Start Demolition of stairwell
- 4.) Remove existing stairwell components
- 5.) Prep stairwell for new systems
- 6.) Tempary lighting, water lines
- 7.) Fabricate, install stairs
- 8.) Install concrete in stairwell
- 9.) Prime Paint, stairs
- 10.) Install curtain wall
- 11.) Re-install water, power, sprinklers
- 12.) Clean + finish all items

\* Stairs are to get Sherwin-Williams  
Ken-cote prime and epoxy finish coat





**CITY OF BLOOMINGTON BID FORM**  
**ITB #2019-WALNUT ST. GARAGE STAIRS**

Important:

All pages of this Bid Form must be completed for the bid to be valid and accepted.

**SEND OR DELIVER BID TO:**

Bloomington Board of Public Works  
Attn: Kyla Cox Deckard, President  
401 N. Morton St., Ste. 120  
Bloomington, IN 47404

Pricing shall include all costs, including labor and material. Include a detailed breakdown of each line item cost of work. Information detailing each cost may be included on an additional page, if necessary.

Item No.	Description	Cost
1.	Stair Replacement for all levels	\$ 391,672.00
2.	<b>Option #1</b> Curtain Wall (Glass Enclosure)	\$ 80,337.00

Project Total:

\$ 472,009.00

**FIRM/CONTRACTOR INFORMATION**

(Please print legibly)

Company: ANN-KRISS Services LLC.

Name and Title: DAVID PADGETT

Address: 736 S. Morton St.

Telephone: 812/361-7620 Fax: \_\_\_\_\_

E-Mail: davedpadgett@yahoo.com

Signature: [Signature]

(Must be signed by an authorized company representative.)



SECTION IV CONTRACTOR'S NON-COLLUSION AFFIDAVIT

The undersigned Bidder 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 bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

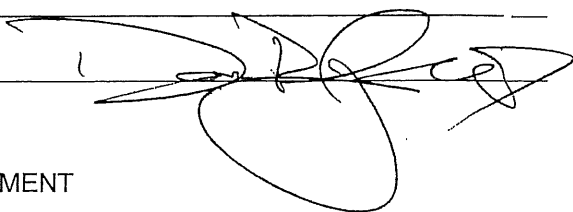
He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

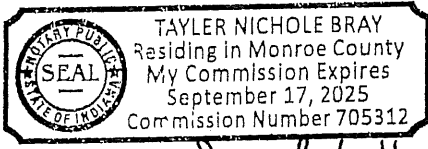
Dated at Member's Choice FCU this 5 day of August 2019

(Name of Organization)  
By ANN-KRESS LLC

(Title of Person Signing)  
OWNER: 

ACKNOWLEDGEMENT

STATE OF INDIANA )  
 ) ss:  
COUNTY OF MONROE )



Before me, a Notary Public, personally appeared the above-named Dave Padgett and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 5 day of August, 2019

Taylor Nichole Bray  
Notary Public

My Commission Expires: September 17, 2025  
County of Residence: Monroe



"AFFIDAVIT"

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MONROE )

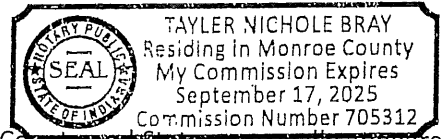
E-VERIFY AFFIDAVIT

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

1. The undersigned is the OWNER of ANN-KRISS Llc.  
 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]  
Signature  
DAVID DANGELL  
Printed Name

STATE OF IN )  
 ) SS:  
COUNTY OF Monroe )



Before me, a Notary Public in and for said County and State, personally appeared Dave Padgett and acknowledged the execution of the foregoing this 5 day of August, 2019.

[Signature]  
Notary Public's Signature

Taylor Nichole Bray  
Printed Name of Notary Public

My Commission Expires: September 17, 2025  
County of Residence: Monroe County







## ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Bloomington, Indiana, Department of Public Works (the "Owner"), and Ann-Kriss LLC, (the "Contractor"), and First Financial Bank, an Ohio state chartered bank (the "Escrow Agent"). The Owner and Contractor shall be collectively referred to as the "Parties" herein.

WHEREAS, the Owner and Contractor entered into an Agreement dated the 20th day of August, 2019, in the amount of \$100,000.00 or more, for the construction of a public works project (the "Construction Agreement"); and

WHEREAS, said Construction Agreement provides that portions of payments by Owner to Contractor shall be retained by Owner (the "Retainage") and shall be placed in the escrow account created hereby.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

To the extent that the Owner retains funds out of payments applied for by the Contractor under the provisions of the Construction Agreement providing for payments based on the value of the work in place and the materials stored, the Owner shall place the funds so retained in an escrow account. Such deposit shall be made within three (3) business days after the date such payments are made to Contractor.

The Escrow Agent shall open a "Money Market" account that invests primarily in short-term, interest bearing bank deposit accounts, and/or investment grade securities and deposit said Retainage promptly into the account; however, the Escrow Agent makes no representation as to the yield of such investment and will not bear liability for any delays in depositing the Retainage or for any failure to achieve the maximum possible yield from such Deposit.

The income from and earnings on and all gains derived from the investment and reinvestment of the funds (escrow income) shall be held in the escrow account. The Escrow Agent shall deposit all funds and hold all investments in a specific escrow fund so that a quarterly accounting can and shall be made to the Contractor of all investments made in such funds and all income, fees, payments, deposits, and other activities related to the escrow funds.

The Deposit, less any and all transaction or account fees or charges and out-of-pocket expenses of Escrow Agent attributable to, or incurred in connection with, the deposit thereof in accordance with the terms of this Agreement which items may be deducted by the Escrow Agent from the Deposit as set forth below (such net sum being the "Net Deposit"), will be delivered by Escrow Agent in accordance with the terms of this Escrow Agreement to the person or persons entitled thereto or, herein, to a substitute impartial party or a court of competent jurisdiction. Escrow Agent agrees to provide the Parties with copies of each monthly statement for the Escrow Account for the period for which the Deposit is held by Escrow Agent. As a condition to the delivery of any funds constituting part of the Deposit, Escrow Agent may require from the recipient a receipt therefor and, upon final payment or disposition, may require its release from any liability arising out of the execution or performance hereof, such release to be in a form reasonably



satisfactory to Escrow Agent.

The Escrow Agent shall pay over the net sum held by it hereunder as follows:

The Escrow Agent shall hold all of the escrow funds and shall release the principal, Net Deposit, plus any accrued interest thereon, less any expenses, including but not limited to attorneys' fees, thereof only upon the execution and delivery to it of a Payment Certificate attached here as Exhibit A, executed by the Owner and by the Contractor specifying the portion or portions of the principal of the escrow funds to be released and the person or persons to whom such portions are to be released. After receipt of said Payment Certificate the Escrow Agent shall remit the designated part of escrowed principal and the same proportion of the escrowed income to the person(s) specified in the Payment Certificate. Such release of escrow funds shall be no more than thirty (30) days from the date of receipt by the Escrow Agent of the release executed by the Owner and Contractor.

Although statutorily entitled to a fee, the Escrow Agent agrees to waive the monthly statement fee and the monthly minimum balance.

All income earned on the escrowed principal shall be paid to the Contractor.

In lieu of the presentation of the Payment Certificate described above, any document purporting to be a certificate will be deemed by the Escrow Agent to be a proper certificate, or will suffice as a joint instruction, if it contains: (i) the name of the payee; (ii) the amount of the payment to be made; (iii) the manner of payment (i.e., by certified or cashier's check, by account-to-account transfer, or by wire transfer, whichever is applicable); and (iv) the signatures of each of the Parties hereto, excluding the Escrow Agent.

Escrow Agent will be entitled to rely upon the authenticity of any signature (and upon any facsimile of a signature as if it were an original signature) and the genuineness and/or validity of any writing received by Escrow Agent from either of the Parties pursuant to or otherwise relating to this Escrow Agreement.

Each signatory to this Escrow Agreement warrants that it has full and complete authority to enter into this Escrow Agreement.

The Escrow Agent may at any time request written instructions from the Parties with respect to the interpretation hereof or of action to be taken or suffered or not taken hereunder and, notwithstanding any other provision hereof, will be entitled to withhold (and will not be under any liability to any person for withholding) action hereunder until it has received written instructions signed by all of the Parties.

In the event of the receipt by the Escrow Agent of any notice, demand, or certificate not provided for or in compliance with this Escrow Agreement or of any inconsistent or conflicting notices or certificates, the Escrow Agent will be protected in taking no action whatsoever with reference to any such notice or demand, unless such inaction constitutes gross negligence or willful misconduct on the part of the Escrow Agent. In case of: (i) receipt of contradictory instructions from the Parties; (ii) any dispute as to any matter arising under this Agreement; or (iii) any uncertainty as to the meaning or applicability of any of the provisions hereof, Escrow Agent may, at



its option at any time thereafter, deposit the Deposit and/or documents or assets then being held by it in escrow into a court having appropriate jurisdiction, or take such affirmative steps as it may elect in order to substitute an impartial bank of comparable financial and industrial standing to hold the Deposit and/or documents and will thereby be discharged and relieved of any and all liability hereunder.

The Escrow Agent may resign at any time by giving a minimum of thirty (30) days' prior written notice of resignation to the Parties, such resignation to be effective on the date specified in such notice. The Deposit, and any other assets held by the Escrow Agent under the terms of this Escrow Agreement as of the effective date of the resignation, will be delivered to a successor escrow agent designated in writing jointly by the Parties. If no successor escrow agent has been appointed as of the effective date of the resignation, all obligations of the Escrow Agent hereunder will nevertheless cease and terminate, except that the Escrow Agent's sole responsibility thereafter will be to keep safely the Deposit then held by it and to deliver the same to a person designated by both Parties or in accordance with the direction of a final order or judgment of a court of competent jurisdiction.

The Escrow Agent has no responsibility concerning compliance by the Parties with their duties to each other under this Escrow Agreement or any other agreements. Escrow Agent will have only such duties and obligations as are specifically imposed upon it by the terms and conditions of this Escrow Agreement and no implied duties or obligations will be read into this Escrow Agreement against Escrow Agent.

The Parties, jointly and severally, agree to indemnify and hold harmless Escrow Agent from and against any and all costs including its attorney's fees, claims or damages howsoever occasioned that may be incurred by Escrow Agent acting under this Escrow Agreement or to which Escrow Agent may be put in connection with Escrow Agent acting under this Escrow Agreement arising from the Parties' willful misconduct or negligence.

In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided above, the escrowed funds shall be paid in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.

The account shall be a commercial money market account set up by the Escrow Agent to hold the retainage, and there shall be no fees and no minimum balance required. The account shall earn interest rate based on balances. The Parties agree to reimburse Escrow Agent for all reasonable expenses, disbursements and advances incurred or made by Escrow Agent in the performance of its duties hereunder (including reasonable fees, expenses and disbursements of its counsel).

The Escrow Agent will not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and will not be required to take any action which in Escrow Agent's reasonable judgment would cause it to incur expense or liability unless furnished with security and indemnity which it reasonably deems to be satisfactory.

This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have



against the other arising out of the aforementioned Construction Agreement.

This instrument constitutes the entire agreement between the Parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds. The Escrow Agent is not liable to the Owner and Contractor for any loss or damages, other than loss or damage directly caused by Escrow Agent's own gross negligence or willful misconduct.

This Escrow Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms or covenants hereof may be waived only by a written instrument executed by all the Parties hereto.

This Escrow Agreement contains the entire agreement between the Parties with respect to the escrow transaction contemplated herein and may not be changed or terminated orally.

This Escrow Agreement shall be governed by the laws of the State of Indiana.

This Escrow Agreement will be binding upon and inure solely to the benefit of the Parties hereto and their respective heirs, administrators, successors and assigns, and will not be enforceable by or inure to the benefit of any third party, except any successor escrow agent. No party may assign any of its rights or obligations under this Escrow Agreement without the written consent of the other parties, except that either of the Parties may assign its rights and obligations hereunder in connection with a permitted assignment of its rights and obligations under the Agreement in which case any signatures required hereunder will be those of such assignee.

This Escrow Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

All notices, waivers, consents, approvals and other communications hereunder shall be in writing and shall be deemed to have been properly given on the date of service if delivered personally or on the date of mailing if deposited in the United States mail, first class postage prepaid, to the extent required by applicable law, and will comply with the requirements of the Uniform Commercial Code then in effect, addressed appropriately as follows:

If to Owner:

City of Bloomington Public Works Department  
401 N. Morton Street, Suite 120  
Bloomington IN 47404  
Attn: Adam Wason, Director

If to Escrow Agent:

First Financial Bank 536 N. College Ave.  
Bloomington, IN 47404  
Attn: Cindy Kinnarney



If to Contractor:

Name: Ann-Kriss LLC

Address: 736 S. Morton St.

City/State: Bloomington, IN 47403

Attn: Dave Padgett

In Witness Whereof, the undersigned have executed this Escrow Agreement as of the day and year first above written.

**OWNER:**

City of Bloomington, Department of Public Works

By: \_\_\_\_\_  
Adam Wason, Director

**CONTRACTOR:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Tax I.D. No.: \_\_\_\_\_

**ESCROW AGENT:**

First Financial Bank

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



**AUTHORIZATION TO RELEASE ESCROW FUNDS**  
(Date) \_\_\_\_\_

First Financial Bank  
536 N. College Avenue  
Bloomington, IN 47404

Attn: Cindy Kinnarney

Ladies and Gentlemen:

Pursuant to that certain Escrow Agreement dated as of \_\_\_\_\_, 20\_\_\_\_, by and among you as Escrow Agent and the undersigned (the "Escrow Agreement"), the undersigned hereby jointly notify and instruct you to issue a check for the balance in the Escrow Account as follows:

Escrow Account for Retainage on Project: \_\_\_\_\_  
Account Holder/Contractor: \_\_\_\_\_  
Primary Account Number: \_\_\_\_\_

The undersigned, in consideration of the release of funds being held by Escrow Agent, and other good and valuable consideration, receipt of which is hereby acknowledged, hereby release, acquit and forever discharge the Escrow Agent, and it employees, officers, directors, agents, accountants, attorneys and parent companies, and all directors, agents, accounts and attorneys of such parent companies and all employees, officers, and heirs, executors, administrators, successors and assigns of all of the foregoing, jointly and severally (collectively, the "Bank Parties"), of and from all and any manner of action, actions, cause and causes of action, suits, debts, dues, sums of money, accounts, bonds, bills, covenants, contracts, agreements, promises, obligations, defenses, offsets, counterclaims, damages, judgments, claims, demands and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, in law or in equity, that any one or more of the undersigned had, have, may have or may in the future have against any one or more of the Bank Parties arising out of, for or by reason of or resulting from or in any way related, directly or indirectly, to the Escrow Agreement. In addition, the undersigned, jointly and severally, agree not to commence, aid, cause, permit, join in, prosecute or participate in any suit or other proceeding in a position which is adverse to any of the Bank Parties, which suit or proceeding arises from or relates to, in whole or in part, directly or indirectly, any of the foregoing matters.

Sincerely,

THE ESCROW PARTIES:

The City of Bloomington

Contractor

Reviewed and Approved By:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Adam Wason, Director  
Public Works Department

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Escrow Agent  
First Financial Bank

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title



# WALNUT STREET PARKING GARAGE SOUTHEAST STAIRWELL REPLACEMENT – 2019 BLOOMINGTON, INDIANA

PROJECT ID NUMBER: 18-197



Project Location

## PROJECT VICINITY MAP

SCALE : N.T.S.

### Owner

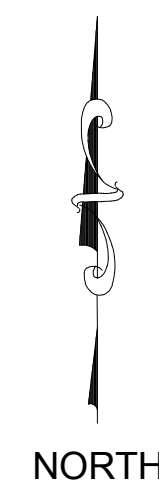
City of Bloomington  
Public Works Department  
401 N. Morton Street, Suite 120  
Bloomington, IN 47404  
812-349-3410

### Structural Engineer

CE Solutions, Inc.  
10 Shoshone Drive  
Carmel, Indiana 46032  
317-818-1912

### Architect

Kirkwood Design Studio, PC  
PO Box 7915  
Bloomington, Indiana 47404



### DRAWING INDEX:

A101	EAST STAIR ENCLOSURE PLANS AND DETAILS
A102	EAST STAIR ENCLOSURE ELEVATIONS
S100	GENERAL STRUCTURAL NOTES AND REPAIR PROCEDURES
S101	SIGNAGE AND BARRIER PLAN
S201	EAST STAIRWAY DEMOLITION – 01
S202	EAST STAIRWAY DEMOLITION – 02
S203	EAST STAIRWAY DEMOLITION – 03
S301	EAST STAIRWAY SECTION AND PLANS
S302	EAST STAIRWAY DETAILS
S303	EAST STAIRWAY DETAILS
S304	EAST STAIRWAY DETAILS

CONSTRUCTION DOCUMENTS

MAY 14, 2019

**CE Solutions**  
structural engineers

10 Shoshone Drive 317.818.1912  
Carmel, IN 46032 cesolutionsinc.com

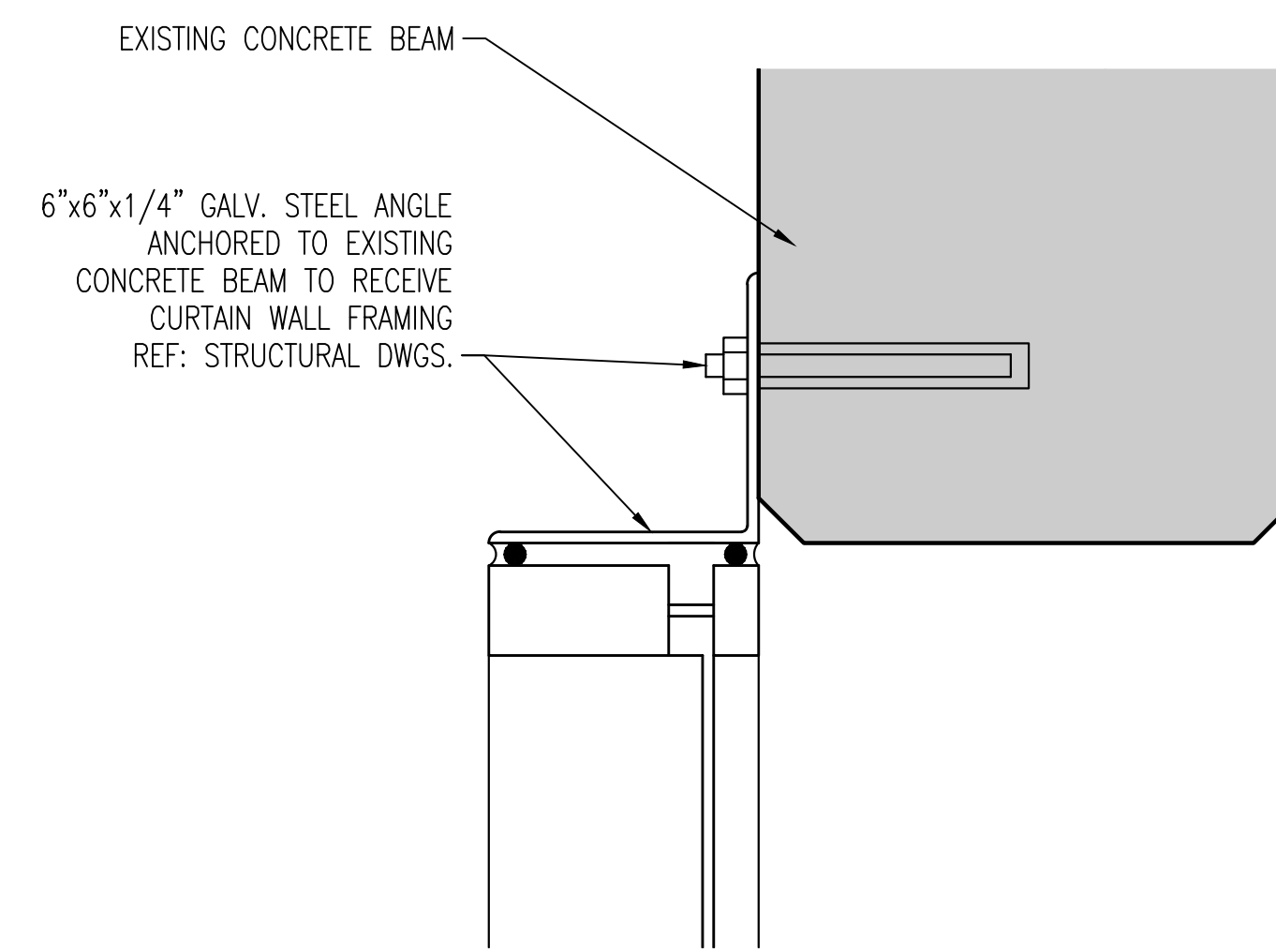


**WALNUT STREET  
PARKING GARAGE STAIR  
REPLACEMENT - 2019  
BLOOMINGTON, IN**

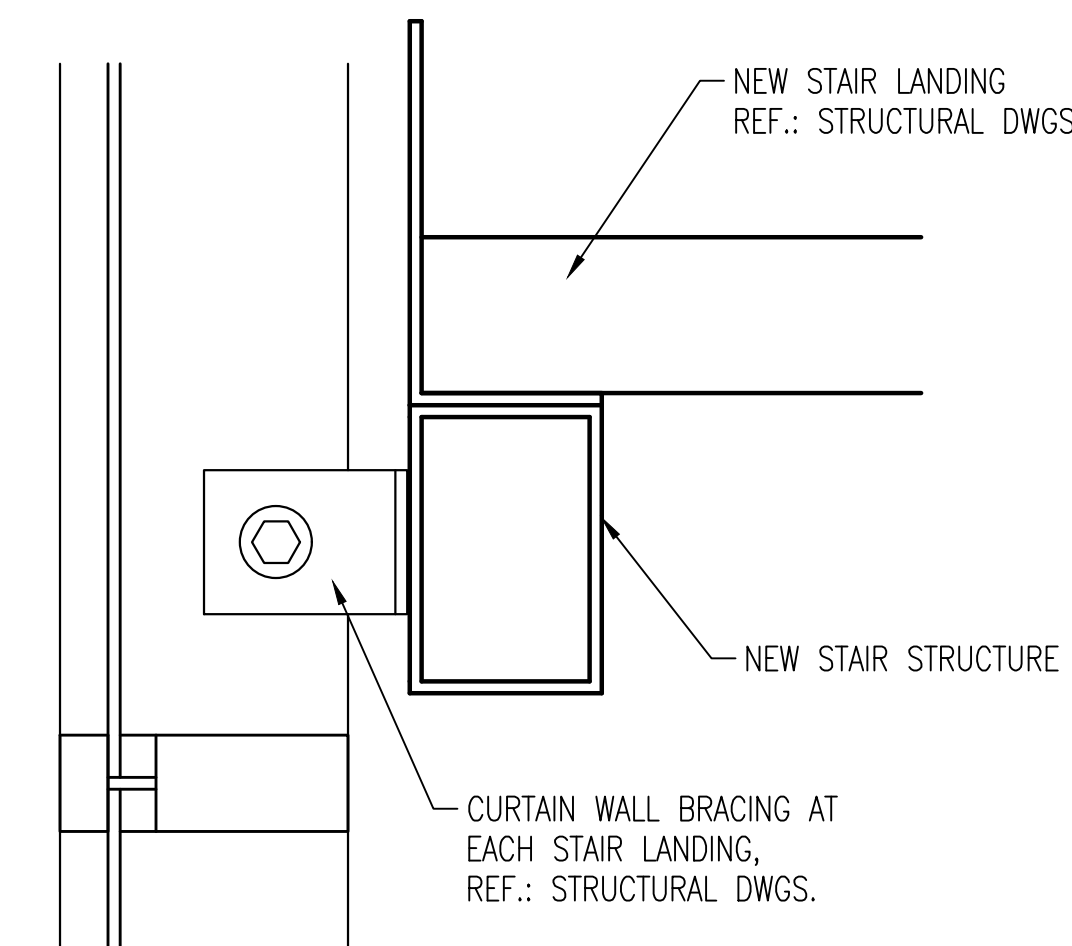
**OWNER**  
City of Bloomington Public Works Department  
401 N. Morton Street, Suite 120  
Bloomington, IN 47404  
812-349-3410

**STRUCTURAL ENGINEER**  
CE Solutions, Inc.  
10 Shoshone Drive  
Carmel, IN 46032  
317-818-1912

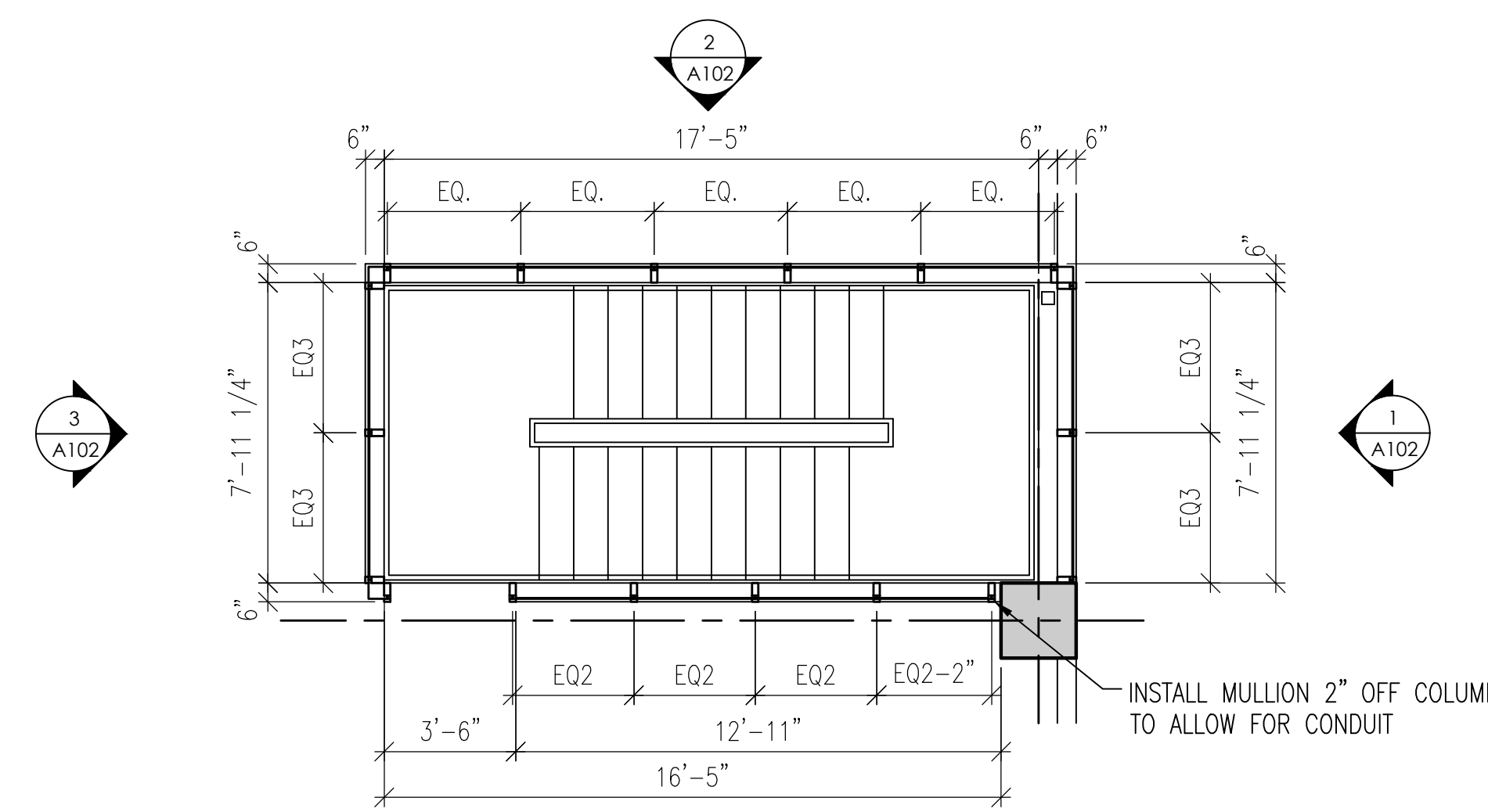
**ARCHITECT**  
Kirkwood Design Studio, PC  
PO Box 7915  
Bloomington, IN 47407  
812-331-0255



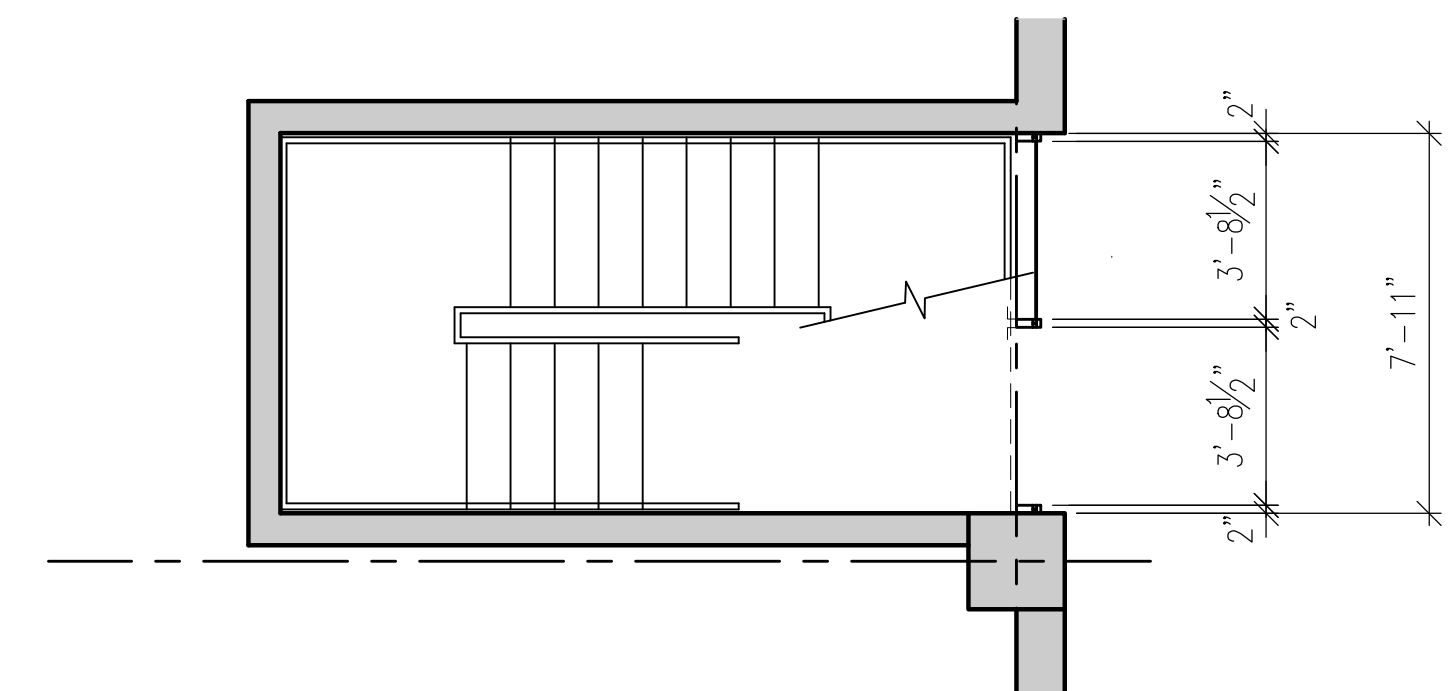
**4** FRAMING HEAD DETAIL  
A101 SCALE: 3" = 1'-0"



**3** CURTAIN WALL BRACING DETAIL  
A101 SCALE: 3" = 1'-0"



**2** 2ND, 3RD, 4TH & 5TH FLOOR PLANS  
A101 SCALE: 1/4" = 1'-0" VERIFY ALL DIMENSIONS IN FIELD



**1** 1ST FLOOR PLAN  
A101 SCALE: 1/4" = 1'-0"

No.	Description	Date

*Mary J. Krupinski*  
 CERTIFICATION

CE Solutions  
 structural engineers  
 10 Shoshone Drive Carmel, IN 46032 317.818.1912 cesolutionsinc.com

**EAST STAIR ENCLOSURE  
PLANS & DETAILS  
ALTERNATE 1**

Project Number	18-197
Date	05/03/19
Drawn By	JIB
Checked By	MJK

**A101**

Scale AS NOTED







## GENERAL STRUCTURAL NOTES

All notes hereafter are typically applicable unless noted otherwise on plans, sections, or details.

### GENERAL

- Work shall be performed in accordance with the Construction Procedures on S100 series sheets.
- All work shall be performed in accordance with the Indiana Building Code, 2014 Edition (2012 International Building Code, first printing, with Indiana Amendments).
- Dimensions shown on plan are based on original construction documents. The Contractor is required to field verify all conditions for the purpose of performing the bid and preparing the work.
- Original plans of the parking garage are on file with the City of Bloomington.
- The structure has been designed for the in-service loads only. The methods, procedures, and sequences of construction are the responsibility of the Contractor. The Contractor shall take all necessary precautions to maintain and ensure the integrity of the structure at all stages of construction.
- Structural repairs were designed and detailed assuming that no load other than dead load was acting on the roof structural framing prior to making the repairs. The Contractor shall notify the Structural Engineer prior to performing any structural work if these conditions are not satisfied.
- Refer to the architectural drawings for additional requirements concerning glass enclosure.
- Where new work is to be fitted to old work, the Contractor shall check all dimensions and conditions in the field, and report any errors or discrepancies to the Structural Engineer prior to the fabrication and erection of any new members. The Contractor shall be responsible for the correctness and fit of the new parts to the old parts.
- Existing materials that are to be removed and reinstalled as part of this contract, but become damaged, shall be replaced with approved new material of equivalent quality and appearance at the contractor's expense.
- Do not determine dimensions by "scaling" off the plans. The Contractor shall accept all risk associated with "scaling" and shall be responsible for all inadequate work resulting therefrom. Questions regarding missing or conflicting dimensions shall be directed, in writing, to the Structural Engineer.
- All work shall be performed without damage to adjacent retained work. Adequate protection of areas nearby work against dust, dirt and debris accumulation shall be maintained at all times. Special care shall be used if/when shotblasting or sandblasting are required. Protect and/or shield all adjacent surfaces from shotblasting (including windows, glass in doors, vehicles, etc.) Any damage shall be repaired with approved new material of equivalent quality and appearance at the contractor's expense. The Garage will remain active while Contractor performs the work thus the Contractor shall perform the work with extreme care to protect pedestrians, vehicles, and garage ticketing equipment, etc.
- All photos referenced in the Construction Documents are included in the Appendices of the Technical Provisions section of the Project Manual.
- Repair locations are shown graphically to assist the Contractor in locating the repair. These locations are approximate and should not be construed as being exact. The Contractor shall use the graphic representations in combination with the photographs to locate repairs. Sounding tests (i.e. chain dragging and/or hammer sounding) may be required to locate areas of deteriorated/delaminated concrete. All repairs will be marked by the contractor and reviewed by the Structural Engineer. The Structural Engineer shall be notified for review.
- The Contractor shall relocate any conduit that interferes with the proposed construction. Conduit relocation to be approved by the City of Bloomington. Please note that conduit may be present in the slab. Exercise extreme caution while performing concrete repairs. Damaged conduit shall be repaired with approved new material of equivalent quality and appearance at the contractor's expense. Service shall be maintained at all times during utility relocation unless otherwise noted.
- The location of sleeves or openings not shown in structural members shall be approved by the Structural Engineer.

Contractor shall not store materials on the elevated floors of the garage without the approval of the Engineer of Record and the City of Bloomington. Forklift or other construction vehicles shall not be allowed on the elevated garage floors without the prior approval of the Structural Engineer and the City of Bloomington (loading restrictions will apply).

17. Any concentration of tools or materials for contractor immediate use placed within the parking garage shall not exceed 40 psf to avoid overload on elevated decks.

18. Principal openings in the structure are indicated on the structural drawings. Refer to the architectural, mechanical, electrical, and plumbing drawings for sleeves, curbs, inserts, etc. not herein indicated. Openings in slabs with a maximum side dimension or diameter of 10 inches or less shall not require additional framing or reinforcement, unless noted otherwise. The location of sleeves or openings not shown in structural members shall be approved by the Structural Engineer.

19. Opening dimensions shown on the plans and elevation views are nominal rough openings. It shall be the Contractor's responsibility to coordinate the specific clear opening dimension with the selected door manufacturer and door installer. Clear opening dimension shall account for any shimming and construction tolerances needed by the Contractor to complete their work. Refer to the Architectural plans for door locations and sizes.

### CONCRETE REPAIR

- See specifications and repair procedures for concrete repair requirements.

### CONCRETE

- Reinforced concrete has been designed in accordance with the latest edition of the Building Code Requirements for Reinforced Concrete (ACI 318) by the American Concrete Institute (ACI).
- Mixing, transporting, and placing of concrete shall conform to the latest edition of the Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete (ACI 211.1) and the Standard Specifications for Structural Concrete (ACI 301). Concrete curing shall conform to the latest editions of the Standard Practice for Concrete Curing (ACI 308) and the Standard Specification for Curing Concrete (ACI 308.1). In case of a discrepancy, the plans and specifications shall govern.
- Unless noted otherwise, concrete shall have natural sand fine aggregate and normal weight coarse aggregates conforming to ASTM C33, and Type I or III Portland Cement conforming to ASTM C150.
- The Contractor shall submit a mix design for each proposed class of concrete. Mix designs shall indicate proportions by weight, water-cement ratio, slump, air content, synthetic fiber size and quantity, sieve analyses of fine and coarse aggregates, standard deviation analysis, and required average strength and documentation of average strength verifying compliance with ACI 318. The Contractor shall not vary from the mix design without approval from the Structural Engineer.
- Unless noted otherwise, fly ash may be used as a pozzolan to replace a portion of the Portland Cement in a concrete mix. Fly ash, when used, shall conform to ASTM C618, Type C. Concrete mixes using fly ash shall be proportioned to account for the properties of the specific fly ash used and to account for the specific properties of the fly ash concrete thus resulting. The ratio of the amount of the fly ash to the total amount of fly ash plus cement in the mix shall not exceed 25 percent.
- Water-reducing admixtures conforming to ASTM C494 may be used in the concrete mix design. Maximum slump shall be 5 inches for mixes containing water-reducing admixtures and 5 to 8 inches for mixes containing high range water-reducing admixtures.
- Concrete compressive strength tests shall be performed in accordance with ASTM C39. Copies of the test results shall be forwarded to the Structural Engineer. One set of specimens shall be taken for each day's pour of appreciable size and for each 500 cubic yards in accordance with the latest edition of ASTM C31. Each set shall include one specimen tested at 7 days, 2 specimens tested at 28 days and one specimen retained in reserve. These test cylinders shall be laboratory cured.
- When the ambient temperature is expected to fall below 40 degrees during the course of a concrete pour or subsequent curing period, it shall be placed and cured in accordance with the latest edition of Cold Weather Concreting (ACI 306R) and an additional set of concrete test cylinders shall be made. These cylinders shall be stored immediately adjacent to, and cured under the same conditions as the building concrete. Special curing boxes are not permitted for these test cylinders.
- Concrete mixed, transported, placed, and cured under conditions of high ambient temperature, low humidity, solar radiation, or high winds shall conform to the latest edition of Hot Weather Concreting (ACI 305R) and an additional set of concrete test cylinders shall be made. These cylinders shall be stored immediately adjacent to, and cured under the same conditions as the building concrete. Special curing boxes are not permitted for these test cylinders.
- Slump tests shall be made prior to and following the addition of plasticizers. Where concrete is placed by pumping methods, concrete for test cylinders and slump tests shall be taken at the point of final placement.
- Water shall not be added to the concrete at the job site. The Contractor is responsible for coordinating a pumpable and workable mix without the addition of water at the job site. The use of plasticizers, retardants and other additives shall be at the option of the Contractor subject to the approval of the Structural Engineer. Follow the recommendations of the manufacturer for the proper use of additives. Use of calcium chloride or other chloride bearing salts is prohibited.

- Place concrete in a manner so as to prevent segregation of the mix. Delay floating and troweling operations until the concrete has lost surface water sheen or all free water. Do not sprinkle fine cement on the slab surface. Finishing of slab surfaces shall conform to the latest editions of ACI 302.1R and ACI 304R (Guide for Measuring, Mixing, Transporting and Placing Concrete).
- Where an epoxy adhesive is specified for bonding plastic concrete to hardened concrete, it shall conform to the latest edition of the Standard Specification for Bonding Plastic Concrete to Hardened Concrete with a Multi-Component Epoxy Adhesive (ACI 503.2).
- Maintain concrete in a moist condition for at least 5 days at ambient temperatures above 70 degrees, and at least 7 days at ambient temperatures above 50 degrees. Curing compounds or moisture retention covers shall be used for all non-formed surfaces. Formed surfaces shall be cured by leaving forms in place. During hot, dry weather, keep forms moist by sprinkling. When forms are removed prior to the end of the curing period, apply curing compound to the exposed surfaces.
- See specifications for concrete finish at stair treads.
- Protect finished concrete surfaces from damage, rain, hail, running water, other injurious effects.
- Protect the concrete surface between finishing operations on hot, dry days or any time plastic shrinkage cracks could develop by using wet burlap, plastic membranes or fogging.
- Provide 3/4 inch chamfers on all exposed corners of concrete except those abutting masonry.
- The Contractor shall verify the location of sleeves, openings, embedded items, etc. and shall ensure that they are in place prior to the placement of the concrete.

CONCRETE SCHEDULE						
CLASS	$f'_c$	AIR CONTENT	MIN. CEMENT: LB/CY (SACKS/CY)	MAX. WATER/ CEMENT RATIO	CONCRETE PLACEMENT	REMARKS
A	4,000 psi	6% ± 1%	517 (5.5)	0.48	Interior Stair Steps at Concrete Pan System	Welded Wire Fabric

### REINFORCING STEEL

- Reinforcing bar detailing, fabricating, and placing shall conform to the latest edition of the following standards: Specifications for Structural Concrete for Buildings (ACI 301), ACI Detailing Manual (SP66). The latest editions of Concrete Reinforcing Steel Institute's Reinforcing Bar Detailing and Placing Reinforcing Bars may also be used.
- Provide standard bar chairs, slab bolsters, spacers, etc. as required to maintain concrete protection specified. Reinforcing steel shall be tied to prevent displacement during concrete placement.
- Reinforcement bars shall not be tack welded, welded, heated or cut unless otherwise indicated or approved by the Structural Engineer.
- Welding of reinforcement bars, when approved by the Structural Engineer, shall conform to the latest edition of American Welding Society Standard D1.4. Electrodes for shop and field welding of reinforcement bars shall conform to ASTM A233, Class E90XX.
- Concrete cover over reinforcement, unless otherwise noted, shall be as specified in the latest edition of ACI 318.
- Welded wire fabric in concrete pan stair shall be placed at the centerline of the slab unless otherwise noted. Welded wire fabric shall be 6x6 - W2.9xW2.9 in stair treads and landings.

CONCRETE REINFORCING STEEL LAP SPlice SCHEDULE			
BAR SIZE	TENSION SPlice		COMPRESSION SPlice
	TOP BAR	OTHER	
#3	21"	16"	12"
#4	28"	24"	15"
#5	35"	30"	19"
#6	42"	36"	23"
#7	49"	42"	26"
#8	56"	48"	30"
#9	63"	57"	34"
#10	76"	66"	38"
#11	93"	72"	42"

### STRUCTURAL STEEL

- Structural steel detailing, fabrication and erection shall conform to the latest editions of the AISC Specification for Structural Steel Buildings, Allowable Stress Design and Plastic Design and the AISC Code of Standard Practice for Steel Buildings and Bridges.
- Structural steel shall be shop-painted with a rust inhibiting primer. Steel which will be exposed to weather shall receive one additional finish coat. Steel that will be normally visible to the building's occupants or exposed to weather shall receive a field applied finish coat matching the existing surrounding surfaces. All abrasions caused by handling after shop painting shall be touched-up after erection is complete.
- Design connections not shown in accordance with the latest AISC Specification and Manual of Steel Construction (allowable stress design method). Design simple span non-composite beam connections not shown to support one-half the beam load capacity as given in the AISC Uniform Load Constants for Beams Laterally Supported tables. Connection angles shall be double web angles, 5/16" minimum thickness.
- Unless otherwise noted, bolted connections for structural steel members shall be bearing-type using 3/4" diameter ASTM A325 high strength bolts with standard 13/16" diameter holes tightened to the snug tight condition. Bolted wind brace connections shall be slip-critical-type (SC) using 3/4" diameter ASTM A325 high strength bolts with oversized 15/16" diameter holes tightened using the turn-of-nut method unless noted otherwise.
- High strength bolted connections shall conform to the latest edition of the Specification for Structural Joints Using ASTM A325 or A490 Bolts, approved by the Research Council on Structural Connections of the Engineering Foundation. Faying surfaces of slip-critical-type (SC) connections shall be free of paint and meet the minimum requirements for a Class A surface condition (mean slip coefficient not less than 0.33).
- Welding procedures shall conform to the latest edition of the American Welding Society's (AWS) Structural Welding Codes for: Steel ANSI/AWS D1.1 and Sheet Steel ANSI/AWS D1.3, and Reinforcing Steel ANSI/AWS D1.4.
- Welded connections using ASTM A572 and A992 steel as a base metal shall be made with E70XX Low Hydrogen electrodes. Unless otherwise noted, other welded connections shall be made with regular E70XX electrodes. Welding shall be performed only where shown and to the extent indicated.
- Field drilled holes shall be reamed, cleaned and deburred prior to assembly of the connection.
- Thermal cutting shall preferably be done by machine. Hand thermally cut edges which will be subjected to substantial stress, or which are to have weld metal deposited on them, shall be reasonably free from notches or gouges. Notches or gouges greater than 3/16" that remain from cutting shall be removed by grinding. Re-entrant corners shall be shaped notch-free to a radius of at least 1/2".
- Paint on surfaces adjacent to joints to be field welded shall be wire brushed to reduce the paint film to a minimum.
- Surfaces within 2" of any field weld shall be free of materials that would prevent proper welding or produce toxic fumes while welding is being done.
- Splicing of structural steel members, where not detailed is prohibited without the prior approval of the Structural Engineer as to location, type of splice and connection to be made.
- Beams with specified camber shall be cambered upward. Beams without specified camber shall be fabricated so that after erection any minor camber due to rolling or shop assembly is upward.
- The minimum bearing length for all steel beams bearing on concrete or masonry shall be 8" for spans 8'-0" or less and 1'-4" for spans greater than 8'-0".
- The Contractor shall prepare detailed working or shop drawings to enable him to fabricate, erect and construct all parts of the work in accordance with the drawings and specifications and shall submit one reproducible copy and one blue line copy to the Structural Engineer for review prior to fabrication. These shop drawings will be reviewed for design concepts only. The Contractor shall be responsible for all dimensions, accuracy, and fit of work.

### POST-INSTALLED EXPANSION/ADHESIVE ANCHORS

- Post-installed anchors shall only be used where specified on the Construction Documents. The Contractor shall obtain approval from the Structural Engineer prior to installing the post-installed anchors in place of missing or misplaced cast-in-place anchors.
- Care shall be taken in placing post-installed anchors to avoid conflicts with existing reinforcing steel.
- Post-installed anchors shall be installed by qualified personnel in accordance with the drawings and specifications.
- Post-installed anchors shall be installed by qualified personnel in accordance with the Manufacturer's Printed Installation Instructions (MPII), the drawings and specifications. Installation of adhesive anchors shall be performed by personnel trained to install adhesive anchors. Contractor shall submit installer training cards with anchor package.
- Post-installed anchors shall be HILTI type as manufactured by HILTI Fastening Systems or approved equivalent. Substitution requests must be submitted by the Contractor to the Structural Engineer for review. Provide back-up technical data that demonstrates that the substituted product is capable of achieving the equivalent performance values (minimum) of the specified products using the appropriate design procedure and/or standard(s) as required by the building code.
- Masonry cores receiving post-installed anchors shall be filled with course grout. Grout must comply with IBC Section 2103.12 or IRC Section R609.1.1, as applicable. Alternatively, the grout must have a minimum compressive strength, when tested in accordance with ASTM C1019, equal to its specified strength, but not less than 2,000 psi. Post-installed anchors shall not be installed in a masonry mortar joint.
- The Contractor shall inspect the masonry or concrete surface at each proposed post-installed anchor location prior to installation. If the anchor locations align with mortar joints or the masonry or concrete is honeycombed, cracked or otherwise unsound, the post-installed anchors shall be repositioned so as to be located in sound material and be in accordance with the manufacturer's minimum spacing and edge distance requirements. Contractor shall scan concrete beams, columns, bumper walls, and masonry walls at post-installed anchors locations in order to locate existing reinforcement and tendons. No existing reinforcement shall be cut during post-installed anchors installation.
- Adhesive anchors shall be subject to the following additional requirements:

- Anchors shall meet the requirements of ACI 355.2 (mechanical anchors) and ACI 355.4 (adhesive anchors).
- Proof loading of adhesive anchors is not required [Proof loading of adhesive anchors is required].
- Anchors shall not be installed in concrete cured less than 21-days.
- Anchors shall not be installed until the concrete has reached a minimum compressive strength of 2,500 psi.
- Concrete temperature must be greater than 50 °F and less than 80 °F prior to installation of the anchors unless otherwise permitted by the MPII.
- Anchors shall be installed in holes drilled with a rotary or rock drill. Follow the MPII for size and depth of holes required.
- [Anchors shall be installed in holes drilled with the HILTI Hollow Drill Bit (TE-CD (SDS Plus) or TE-YD (SDS Max)) and HILTI VC 2040 Vacuum (VC 20-U or VC 40-U). Follow the MPII for size and depth of holes required].
- The acceptability of certification other than the ACI/CRSI Adhesive Anchor Installer Certification shall be the responsibility of the Structural Engineer.
- Adhesive anchors installed in horizontal or upwardly inclined orientations to resist sustained tension loads shall be continuously inspected during installation by an inspector specially approved for that purpose by the building official. The special inspector shall furnish a report to the licensed design professional and building official that the work covered by the report has been performed and that the materials used and the installation procedures used conform to the approved contract documents and MPII.

Installation of anchors shall be inspected in accordance with ACI 318-11, Section 1.3 and the Indiana Building Code.

### NON-SHRINK GROUT

- Grout shall be a high early strength, non-metallic, shrinkage resistant (when tested in accordance with the latest edition of ASTM C827 or CRD-C821), premixed, non-corrosive, non-staining product conforming to the requirements of the latest edition of ASTM C1107 and containing Portland Cement, silica sands, shrinkage compensating agents and fluidity improving compounds.
- Grout compressive strength tests shall be performed in accordance with the latest edition of ASTM C109, with a restraining plate placed over the molds.
- Grout shall be installed in accordance with the manufacturer's instructions.
- Grout shall be placed in a non-sag flowable state and shall have forms built around it for confinement. Grout shall be cured according to manufacturer's recommendations

### COORDINATION WITH OTHER TRADES

The Contractor shall coordinate and check all dimensions relating to architectural finishes, structural framing, mechanical openings, equipment, etc. The Structural Engineer shall be notified of any discrepancies before proceeding with work in an area under question.

### DESIGN

Building Code:

Indiana Building Code, 2014 Edition (2012 International Building Code, first printing, with Indiana Amendments)

Concrete:

28 day compressive strength ( $f'_c$ ) see schedule

Reinforcing steel (deformed bars of new billet steel):

Stirrup and tie ASTM A615, Grade 60  
Weldable (Low-Alloy) ASTM A706, Grade 60  
Otherwise ASTM A615, Grade 60  
Welded wire fabric (smooth) ASTM A185  
Welded wire fabric (deformed) ASTM A497

Structural Steel:

Structural tubing members ASTM A500, Grade B, Fy = 46 ksi  
Structural steel pipe members ASTM A53, Type E or S, Grade B, Fy = 35 ksi  
Structural steel rolled wide flange W shapes ASTM A992, Fy = 50ksi  
Structural steel rolled S, M, and HP shapes & channels ASTM A36  
Structural steel rolled plates & angles ASTM A36  
All other members ASTM A36  
Connection bolts ASTM A325N  
Anchor bolts ASTM A36

Non-shrink grout:

28 day compressive strength 5,000 psi

Epoxy Resin Adhesive for Injection:

28 day compressive strength 10,000 psi  
14 day tensile strength 7,000 psi  
14 day flexural strength 10,000 psi  
14 day shear strength 4,500 psi

Live loads:

Floors: Stair & Exit Facilities 100 psf

Live Load Deflection Limitation:

Floors L/360

Risk Category II

Wind:

Basic wind speed (3-second gust) 115 mph  
Exposure B  
Internal pressure coefficient, GC/Pr 0.18

Seismic loads:

Seismic importance factor,  $I_e$  1.0  
Site class D (assumed)  
Mapped MCE Seismic Spectral Response Acceleration at Short Periods,  $S_s$  22.2% g  
Mapped MCE Seismic Spectral Response Acceleration at 1 Second,  $S_1$  10.7% g  
Short period site coefficient,  $F_a$  1.60  
Long period site coefficient,  $F_v$  2.40  
Spectral response acceleration at short periods,  $S_{ds}$  23.7% g  
Spectral response acceleration at 1 Second,  $S_{d1}$  16.9% g  
Seismic Design Category C  
Egress Stairways 2.5  
Response modification factor,  $R_p$  1.0  
Amplification factor (egress stairways) ap 2.5  
Overstrength factor (egress stairways) 2.5  
Seismic importance factor (egress stairways)  $I_p$  2.5  
Analysis procedure used Seismic Design For Components

### MASONRY

- Engineered concrete masonry has been designed in accordance with the latest edition of the ACI Building Code Requirements for Masonry Structures (ACI 530/ASCE 5).
- Concrete masonry construction shall conform to the latest edition of the ACI Specifications for Masonry Structures (ACI 530.1/ASCE 6). Masonry compressive strength ( $f'_m$ ) shall be minimum of 1,500 psi at 28 day.
- Mortar shall be type N for interior non-load bearing walls. For exterior and load bearing walls, mortar shall be type M below grade and type S above grade. Mortar shall conform to the requirements of the latest edition of ASTM C270. Portland Cement-lime without air entrainment shall be used in the mortar mix.
- Provide standard spacers, etc. as required to prevent reinforcing steel displacement during grout placement.
- Provide reinforcing steel in vertical cores as indicated. In addition, provide reinforcing steel in vertical cores on each side of all openings and each corner of all walls. Grout cores with reinforcing steel solid.
- Reinforcing steel lap splices in concrete masonry shall be 60 bar diameters (minimum) unless otherwise noted. All splices shall be wired together.
- Masonry cores (where specified) and bond beams shall be filled with coarse grout conforming to the requirements of the latest edition of ASTM C476 and having a minimum 28-day compressive strength of 3,000 psi, 3/4 inch maximum aggregate, and an 8 to 11 inch maximum slump.
- Bearings for beams, lintels, joists, etc. shall be bond beams or hollow masonry units with cores filled solid with grout. The minimum bearing length shall be 8 inches unless otherwise indicated.

### SPECIAL NOTES TO THE OWNER

- Under normal conditions and for conventional buildings structures such as the subject structure, reinforced concrete will develop cracks. The cracks are due to inherent shrinkage of the concrete, creep, ambient temperature variation, and restraining effects of vertical and other structural elements.
- The cracks formed are normally cosmetic. The concrete maintains its serviceability and strength requirements. It is possible that a number of hairline cracks, which would normally spread over a wide area, will integrate into a single crack with a width exceeding 0.01 inch. It is emphasized that although special effort is made to reduce the potential causes and number of such cracks, it is not practical to provide total articulation and thereby achieve complete inhibition of all cracks.
- The majority of these cracks develop within the first three years of service. Cracks which are wider than 0.01 inch may require sealing or epoxy injection.
- The object of the joints provided in the structure is to allow movement. Movements due to creep and shrinkage may be noticeable at joints up to two years after construction, beyond which movements due to variations in temperature will persist.

### SUBMITTAL NOTES

The Fabricator shall neither use nor reproduce any part of the Design Drawings as part of the Shop or Erection Drawings without the written permission of the Structural Engineer. All information contained in the CAD files or Design Drawings shall be considered instruments of service of the Structural Engineer. When allowed by the Structural Engineer, their use shall not relieve the Fabricator's responsibility for proper checking of member sizes and coordination of dimensions, details and fit-up of the structure.

Fifteen days after notice to proceed, the Contractor shall submit for review a schedule which details the estimated quantity of shop drawings and the date the shop drawings will be received by the Design Team. The Structural Engineer shall have the opportunity to review the proposed schedule and submit comments to the Contractor. The final shop drawing schedule shall be developed and submitted to and approved by the Design Team. The schedule shall allow for adequate review and delivery time. Review time may vary depending on volume and overlap of submittals. Contractor shall allow a minimum of 14 calendar days for review time. Depending on Submittal complexity and volume, additional time may be required.

The Contractor is to review each submittal prior to forwarding to the Architect and Structural Engineer. The Contractor is to stamp EACH submittal verifying that the following is addressed:

- The shop drawing is requested.
- The shop drawing is based on the latest design.
- The Architect's and Structural Engineer's comments from any previous submittal are addressed.
- The work is coordinated amongst all construction trades.
- Revisions from previous submittals are clearly marked by circling or clouds.
- Submittal is complete.

The Structural Engineer shall return, without comment, submittals which the Contractor has not stamped or which did not meet the above requirements. The Structural Engineer's review shall be for general conformance with the design intent. No work shall be started without such review.

The following items require submittals to be submitted by the contractor whose scope includes listed times for structural review as outlined in the specifications.

033000 - S Reinforcing Layout  
033000 - S Concrete Mix Designs  
051200 - S Structural Steel  
051200 - S C Structural Steel Connections

S = Shop Drawings or Product Data is requested.  
C = Supporting calculations required. Signed and Sealed by a Licensed Structural Engineer in the State in which the project is located.

The following items require Shop Drawings to be submitted by the Contractor for review of attachment to the Structure:

SD Architectural ornamentation (Flagpoles, Banners, Masts, Etc.)  
SDSS Curtain Wall Systems  
SDSS Metal Stairs

SD = Shop Drawings shall show the magnitudes, directions, and connection conditions of all loads imposed on the supporting structure.

SDSS = In addition to "SD" the submittal shall list the design loads used and be signed and sealed by a Licensed Structural Engineer in the state in which the project is located.

The Contractor shall submit product data for proprietary material and items, including reinforcement and forming accessories, admixtures, patching compounds, water-stops, joint systems, curing compounds, and other if requested by the Structural Engineer and Architect.

A mix design for each proposed class of concrete shall be submitted to the Structural Engineer and Architect. Mix designs shall indicate proportions by weight, water-cement ratio, slump, air content, fiber size and quantity, sieve analyses of fine and coarse aggregates, standard deviation analysis, and required average strength verify compliance with ACI 318. The Contractor shall be responsible for any difficulties in concrete finishing that may arise due to the use of the contractor reinforced concrete.

Contractor shall highlight changes made in the Shop Drawings that do not comply with the Design Drawings.

### EPOXY INJECTION PROCEDURE (EI):

Repairs shall be in accordance with product manufacturer's written instructions and shall include, but not be limited to, the following sequential steps:

- Clean all areas to be injected. Remove all debris, mineral deposits, and existing sealant materials so that cracks and joints can be seen clearly enough to layout the drilling pattern for the injectors. Use one or more of the following techniques: hammer and chisel, wire brush, grinding wheel, shotblast, power washing.
- Drill appropriate injection ports based upon injection system used and per epoxy manufacturer's recommendations. Pressure wash holes and cracks and allow to dry. Note: Surface mounted entry ports may be used, as appropriate. If cracks are blocked, such as with calcified concrete, drilled injection ports shall be used, as specified.
- Install injection ports into the drilled holes.
- Seal around injection ports and the crack surface using manufacturer specified sealant.
- When the sealer is fully cured, begin injecting at the lowest port on vertical surfaces or at the widest location on horizontal surfaces. Cap the port being injected when pure resin flows out of the next port and move on to that port. Continue injecting the length of the crack until it is completed.
- Injection ports removal and grinding surfaces smooth is required at all locations after epoxy adhesive has cured.

See Specifications and General Structural Notes for additional information.

## WALNUT STREET PARKING GARAGE STAIR REAPLACEMENT - 2019 BLOOMINGTON, IN

### OWNER

City of Bloomington Public Works Department  
401 N. Morton Street, Suite 120  
Bloomington, IN 47404  
812-349-3410

### STRUCTURAL ENGINEER

CE Solutions, Inc.  
10 Shoshone Drive  
Carmel, IN 46032  
317-818-1912

### ARCHITECT

Kirkwood Design Studio, PC  
PO Box 7915  
Bloomington, IN 47407  
812-331-0255

No.	Description	Date



### CERTIFICATION



## GENERAL STRUCTURAL NOTES AND REPAIR PROCEDURES

Project Number	18-197
Date	05/14/2019
Drawn By	RMS
Checked By	AMS
<h1>S100</h1>	
Scale	12" = 1'-0"













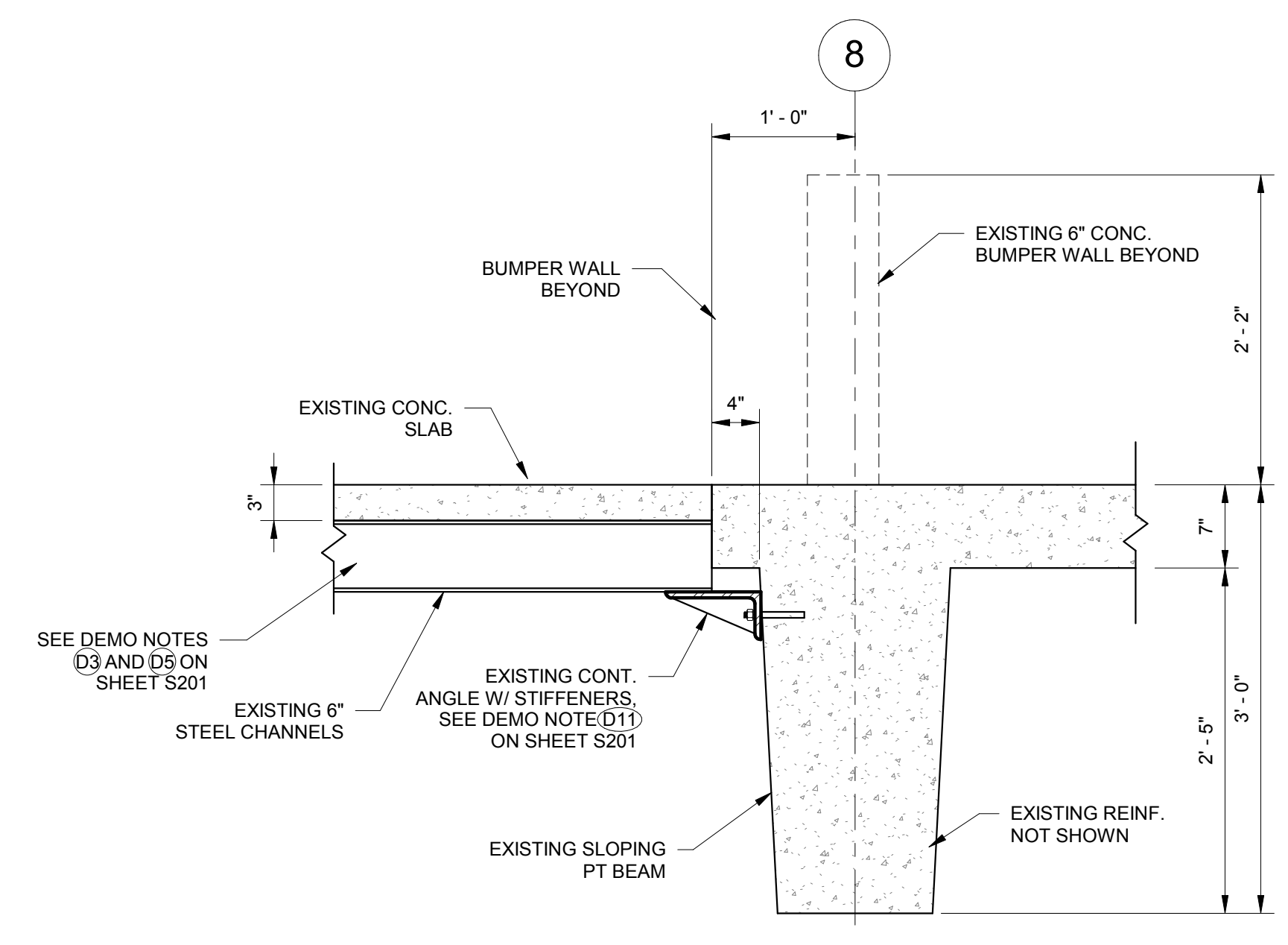


**WALNUT STREET  
PARKING GARAGE STAIR  
REPLACEMENT - 2019  
BLOOMINGTON, IN**

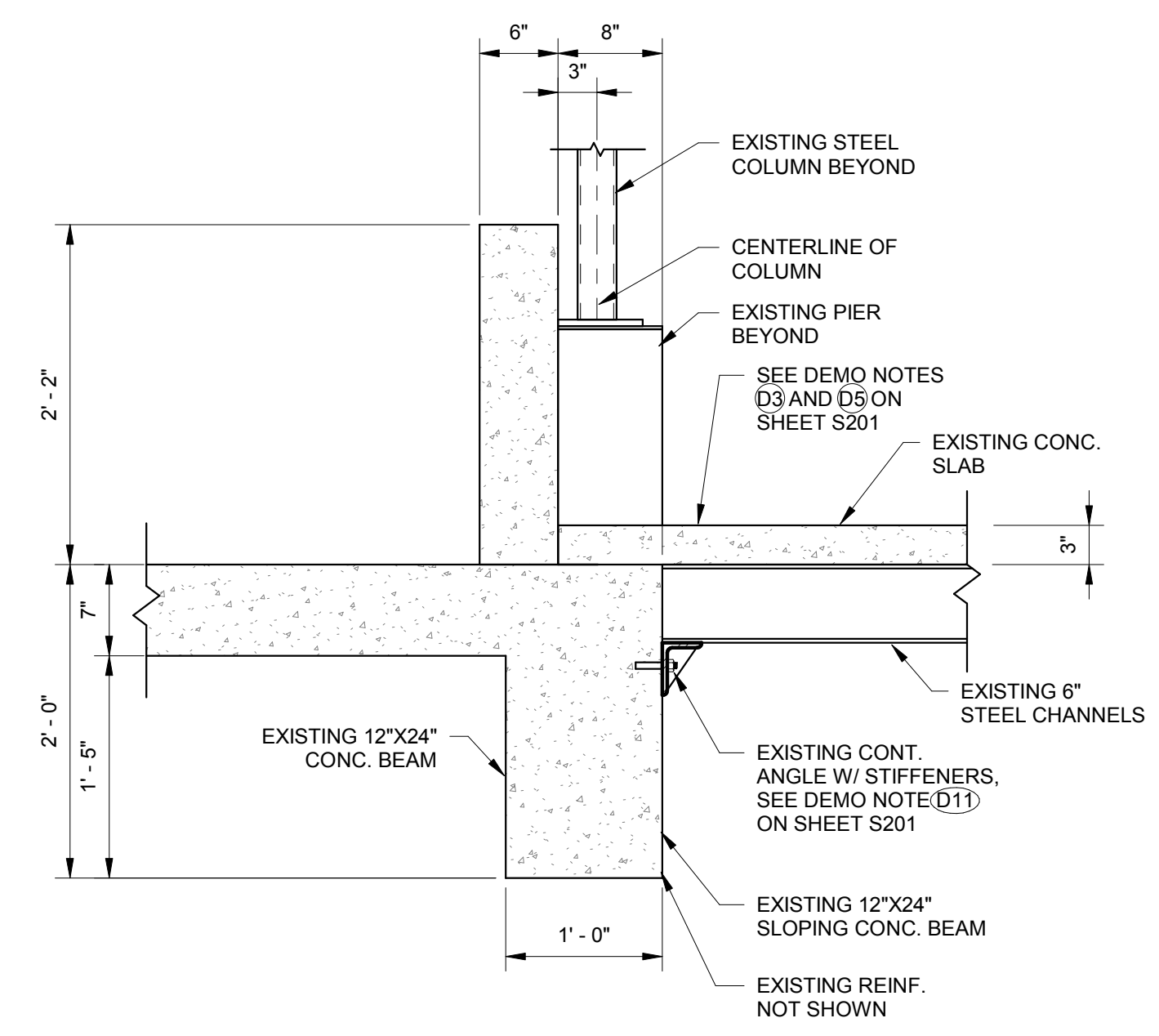
**OWNER**  
City of Bloomington Public Works Department  
401 N. Morton Street, Suite 120  
Bloomington, IN 47404  
812-349-3410

**STRUCTURAL ENGINEER**  
CE Solutions, Inc.  
10 Shoshone Drive  
Carmel, IN 46032  
317-818-1912

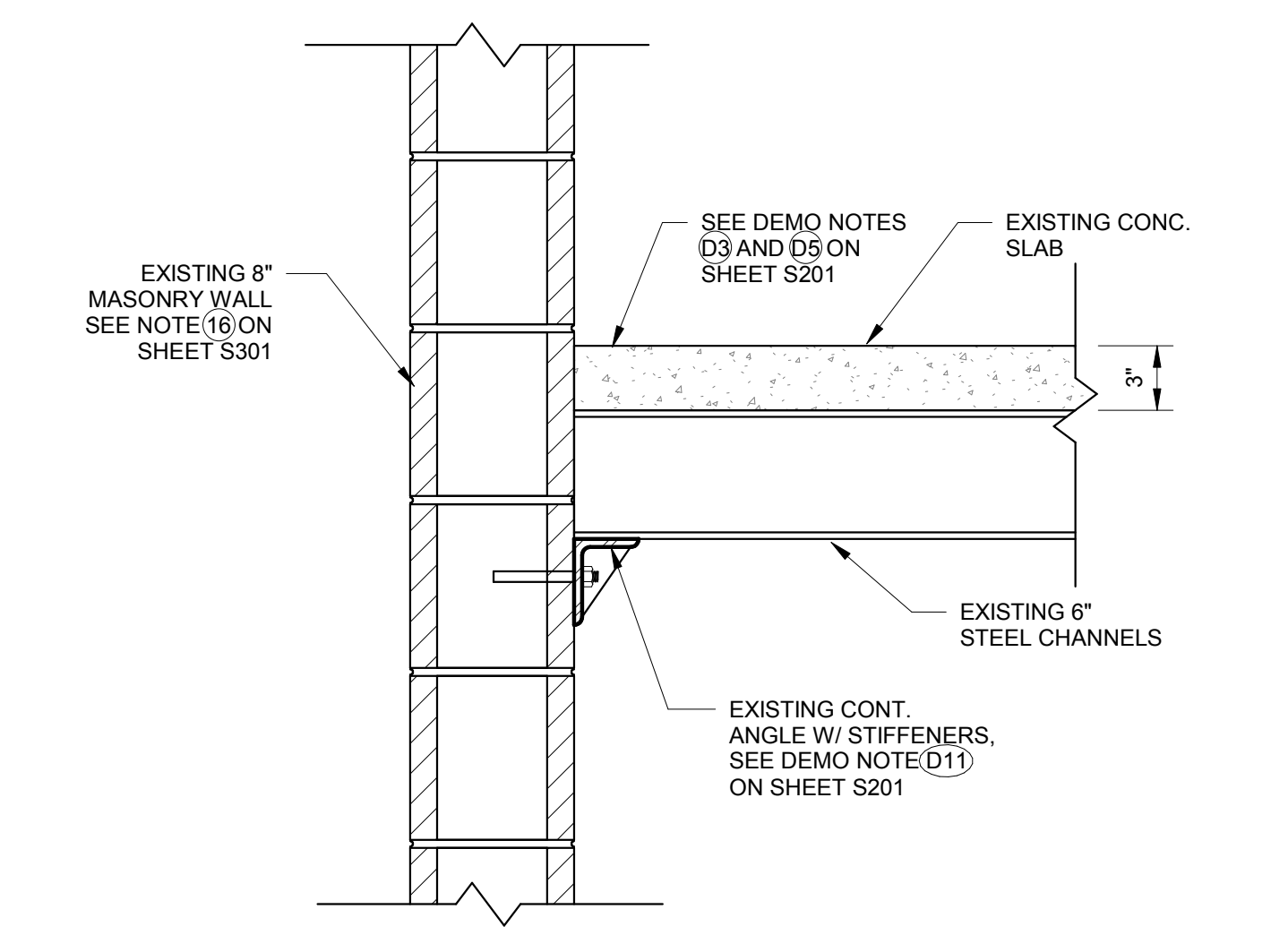
**ARCHITECT**  
Kirkwood Design Studio, PC  
PO Box 7915  
Bloomington, IN 47407  
812-331-0255



**1 SECTION AT EXISTING PT BEAM**  
S203 1" = 1'-0"



**2 SECTION AT EXISTING CONCRETE BEAM**  
S203 1" = 1'-0"



**3 SECTION AT EXISTING MASONRY WALL - DEMO**  
S203 1 1/2" = 1'-0"

No.	Description	Date



CERTIFICATION

**CE Solutions**  
structural engineers  
10 Shoshone Drive Carmel, IN 46032 317.818.1912 cesolutionsinc.com

**EAST STAIRWAY  
DEMOLITION - 03**

Project Number	18-197
Date	05/14/2019
Drawn By	RMS
Checked By	AMS

**S203**

Scale As indicated













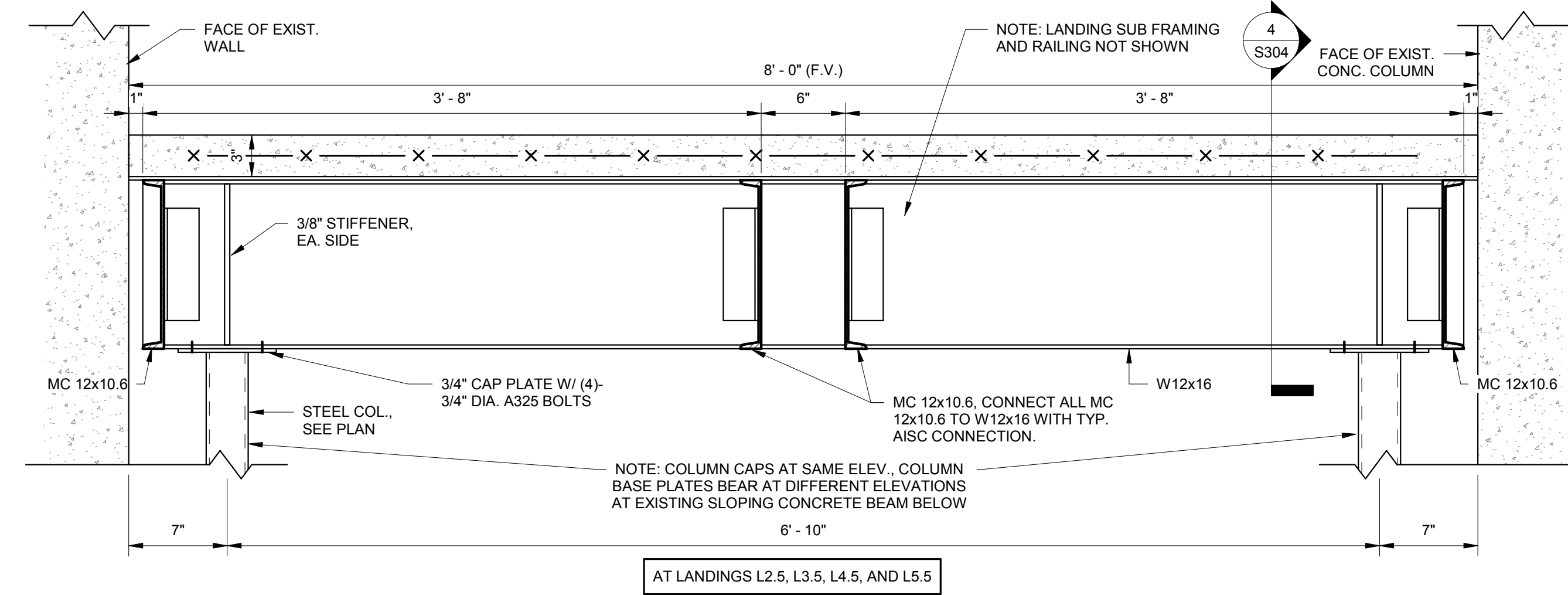


WALNUT STREET  
PARKING GARAGE STAIR  
REPLACEMENT - 2019  
BLOOMINGTON, IN

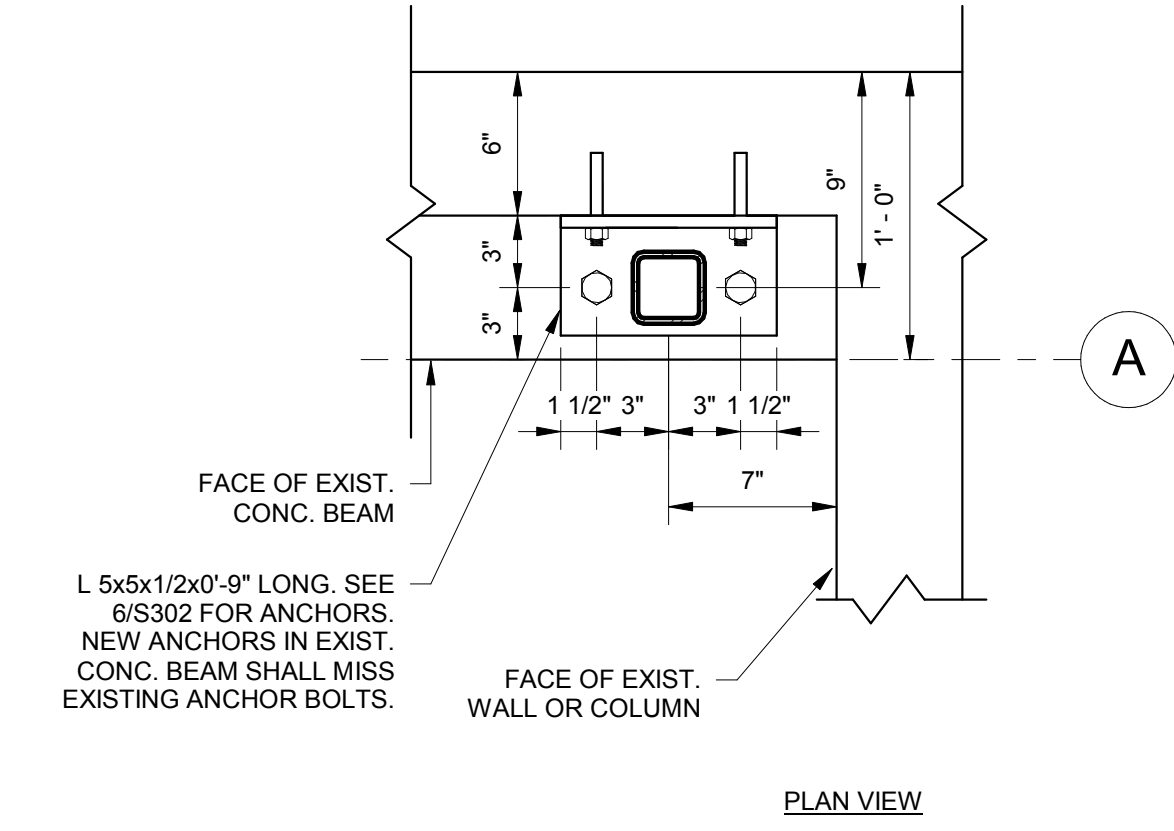
**OWNER**  
City of Bloomington Public Works Department  
401 N. Morton Street, Suite 120  
Bloomington, IN 47404  
812-349-3410

**STRUCTURAL ENGINEER**  
CE Solutions, Inc.  
10 Shoshone Drive  
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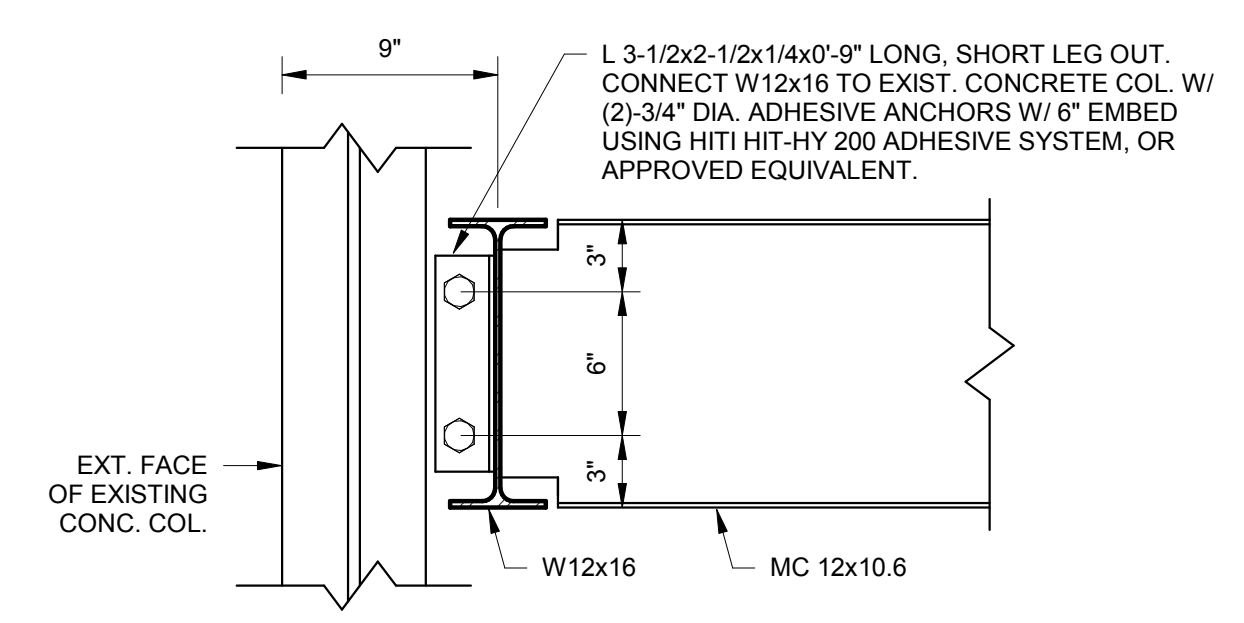
**ARCHITECT**  
Kirkwood Design Studio, PC  
PO Box 7915  
Bloomington, IN 47407  
812-331-0255



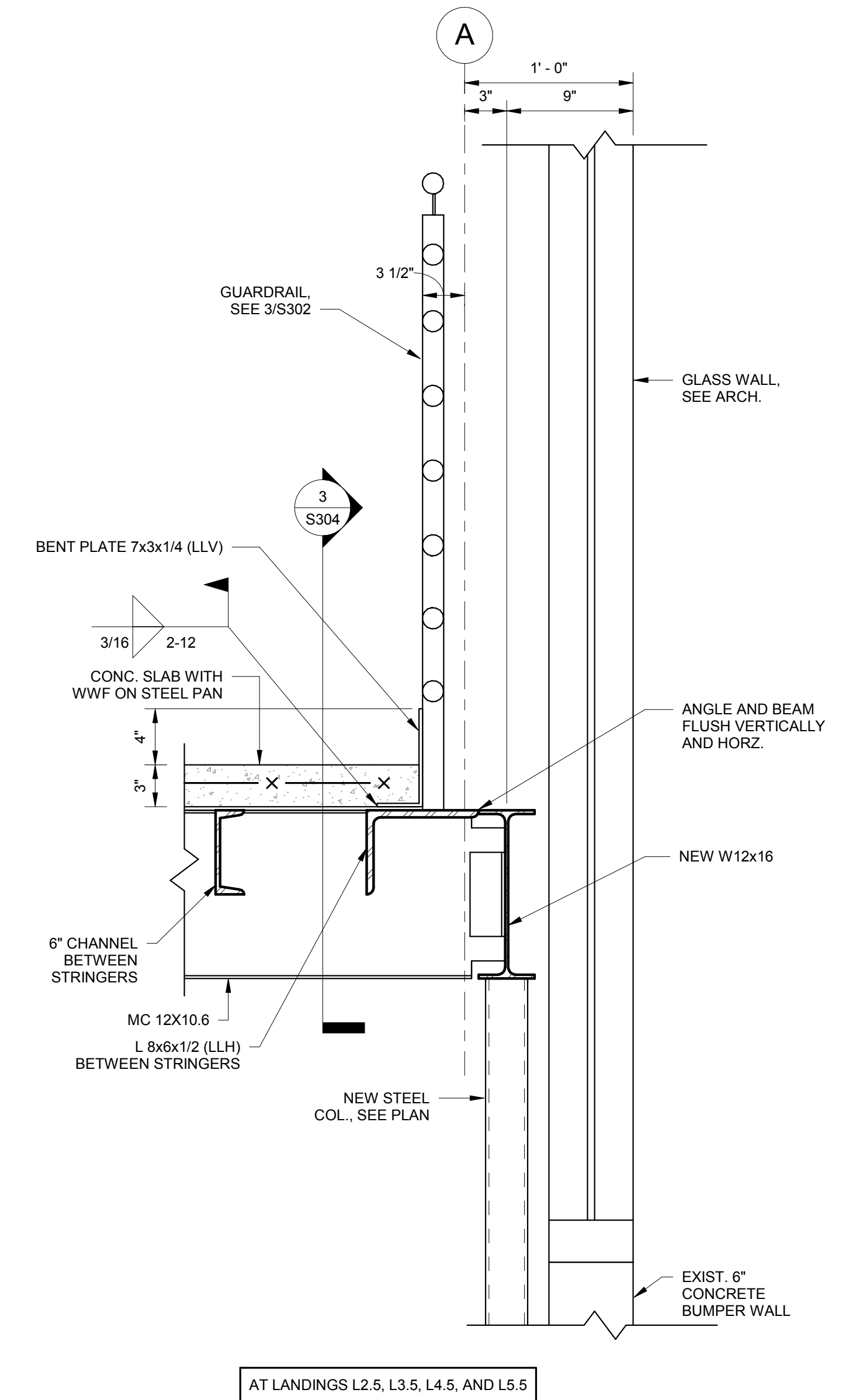
3 SECTION AT LANDING CHANNELS  
S304 1 1/2" = 1'-0"



1 DETAIL AT SUPPORT COLUMN  
S304 1 1/2" = 1'-0"



4 SECTION AT NEW BEAM  
S304 1 1/2" = 1'-0"



2 SECTION AT LANDING  
S304 1 1/2" = 1'-0"

No.	Description	Date



EAST STAIRWAY DETAILS

Project Number	18-197
Date	05/14/2019
Drawn By	MMK
Checked By	AMS

S304

Scale 1 1/2" = 1'-0"





## Board of Public Works Staff Report

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**Project/Event:** Grant of Easement along Dunn Street Route to Duke Energy Indiana, LLC

**Petitioner/Representative:** Legal Department

**Staff Representative:** Jackie Moore

**Date:** August 20, 2019

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**Report:** The City owns a five acre parcel on IU's campus on the south side of 17<sup>th</sup> Street where the Mets Carillon was located. This property was contained within the territory annexed by the City in Ordinance No. 24, 1959. This easement grants Duke an easement regarding its utility needs, and Duke consents to the City's future use of the easement area for a paved walking trail.

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**Recommendation and Supporting Justification:**

Recommend  Approval  Denial by: **Jackie Moore**



# **GRANT OF EASEMENT**

Pt. Parcel # 53-05-34-200-021.000-005

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **THE CITY OF BLOOMINGTON, INDIANA** (hereinafter referred to as “Grantor”), hereby grant(s) unto **DUKE ENERGY INDIANA, LLC**, an Indiana limited liability company with a mailing address of 1000 E. Main Street, Plainfield, IN 46168 and its successors and assigns (hereinafter referred to as “Grantee”), a perpetual, non-exclusive easement to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify and remove, electric, and/or telecommunication line or lines including but not limited to, all necessary and convenient supporting structures, conduits, wires, cables, manholes, pullboxes, grounding systems, counterpoises, surface equipment (including, but not limited to, transformers and switchgears), and all other appurtenances, fixtures and equipment (hereinafter referred to as the “Facilities”), for the underground transmission and distribution of electrical energy, and for technological purposes (including but not limited to telecommunications), in, upon, over, along, under, through and across the following described real estate:

Situate in Section 34, Township 9 North, Range 1 West, Bloomington Township, Monroe County, State of Indiana; being a part of a tract as recorded in **Deed Book 91, Page 527** in the Office of the Recorder of Monroe County, Indiana (hereinafter referred to as “Grantor’s Property”), and being more particularly described as follows:

Said easement area being described and shown as a survey drawing marked Exhibit “A”, attached hereto and becoming a part hereof (hereinafter referred to as the “Easement Area”).

This easement grant shall include, but not be limited to, the following respective rights and duties of Grantor and Grantee:

1. Grantee shall have the right of ingress and egress over the Easement Area, and over the adjoining land of Grantor’s Property (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation upon or over the Easement Area. Grantee shall also have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation which are adjacent to the Easement Area but only to the extent such vegetation may endanger, as reasonably determined by Grantee, the safe or reliable operation of the Facilities, or where such vegetation is trimmed consistent with generally accepted arboricultural practices.

*For Grantee’s Internal Use:*

*Line Name/No: Monroe – Bloomington – IN*

*Tract No: 2 of 2*

*Job Control # 10865109*

*LU# \_\_\_\_\_*

*Prep/Chk: MES/DMA/JBS Exec/Rec: \_\_\_\_\_*

*Dwg/Fac Ref.: Exhibit “A”*

*Prepared Date: June 27, 2019*

*Revised Date: August 13, 2019*



3. Grantee shall have the right to allow third parties to trench with Grantee's Facilities, and any such equipment shall include but not be limited to, wires, cables, and other fixtures; provided, that Grantor shall pursue any claim with the third party and not Grantee, if any such claim arises out of any third party's facility location.

4. To the best of Grantor's knowledge, the Easement Area and the adjoining land of Grantor's Property, have never been used to release, discharge, generate or store any toxic, hazardous, corrosive, radioactive or otherwise harmful substance or material.

5. Grantor shall not place, or permit the placement of, any obstructions, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such obstruction.

6. Grantee shall have the right to pile dirt and other material and to operate equipment upon the surface of the Easement Area and the adjoining land of Grantor's Property, *but only* during those times when Grantee is constructing, reconstructing, maintaining, repairing, replacing, relocating, adding to, modifying, or removing the Facilities.

7. Excluding the removal of vegetation and obstructions as provided herein, any physical damage to the surface area of the Easement Area and the adjoining land of Grantor's Property resulting from the exercise of the rights granted herein to Grantee, shall be promptly paid by Grantee, or repaired or restored by Grantee to a condition which is reasonably close to the condition it was in prior to the damage, all to the extent such damage is caused by Grantee or its contractors or employees. In the event that Grantee does not, in the opinion of Grantor, satisfactorily repair any damage, Grantor must, within ninety (90) days after such damage occurs, file a claim for such damage with Grantee at (a) 1000 E. Main St., Plainfield, IN 46168, Attn: Right of Way Services, or (b) by contacting an authorized Right of Way Services representative of Grantee.

8. Grantor shall have the right to use the Easement Area and the adjoining land of Grantor's Property in any manner which is consistent with the rights granted herein to Grantee, and shall comply with all applicable codes when making use of the land near the Facilities.

9. Notwithstanding anything to the contrary contained herein, Grantor shall not without the prior written consent of Grantee (a) construct or install, or permit the construction or installation of any building, house, or other above-ground structure, or portion thereof, upon the Easement Area; or (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area. Grantee consents to the future use of the Easement Area by Grantor for a paved walking trail; provided, Grantor shall not change the surface elevation of the Easement Area at the time of such use by more than one foot, and Grantor shall not install any pavement within five (5) horizontal feet of the Facilities.



10. Grantor warrants that it has the necessary authority and title to Grantor's Property to grant this easement to Grantee, and shall defend and hold Grantee harmless from the claim of any third party that Grantor does not have such authority or title.

11. The respective rights and duties herein of Grantor and Grantee shall inure to the benefit of, and shall be binding upon the respective successors, assigns, heirs, personal representatives, lessees, licensees, and/or tenants of Grantor and Grantee. Easement, Grantor and Grantee, as used herein, shall be deemed to be plural, when required to be so. The exercise of any or all of the rights and privileges of Grantee set forth herein, shall be at the sole discretion of Grantee.

Signature page(s) follow.











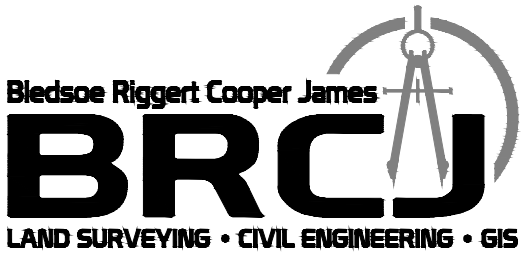


EXHIBIT "A"  
A part of the North Half of  
Section 34, T9N, R1W,  
in the City of Bloomington,  
Monroe County, Indiana.  
BRCJ Job Number 9903

Easement J:

A part of the North Half of Section 34, Township 9 North, Range 1 West, in the City of Bloomington, Monroe County, Indiana, more particularly described by Christopher L. Porter, LS21200022, on June 11, 2019, as part of an easement exhibit generated by Bledsoe Riggert Cooper & James, Inc., Job Number 9903, as follows:

Commencing at a 1-inch diameter iron pin at the Northwest Corner of said Section 34; thence along the north line of said Section 34 NORTH 89 degrees 53 minutes 55 seconds EAST a distance of 1911.81 feet; thence leaving said north line SOUTH 00 degrees 06 minutes 05 seconds EAST a distance of 101.26 feet to the intersection of the south right of way line of Seventeenth Street and the east right of way line of Jordan Avenue; thence along said south right of way line the following 4 courses:

- 1) NORTH 57 degrees 04 minutes 38 seconds EAST a distance of 34.93 feet;
  - 2) SOUTH 87 degrees 59 minutes 44 seconds EAST a distance of 31.10 feet to the point of curvature of a non-tangent curve to the left having a radius of 2550.00 feet, a chord bearing of SOUTH 89 degrees 58 minutes 50 seconds EAST, and a chord length of 176.67 feet;
  - 3) along said curve an arc length of 176.71 feet to the west line of a parcel in the name of the City of Bloomington, Indiana as found recorded in Deed Book 91, Page 527 in the office of the Monroe County Recorder and the Point of Beginning;
  - 4) 181.92 feet along the arc of a curve to the left having a radius of 2550.00 feet, a chord bearing of NORTH 85 degrees 59 minutes 25 seconds EAST, and a chord length of 181.88 feet to the west line of a parcel in the name of the Trustees of Indiana University as found recorded in Deed Record 62, Page 71 in the office of the Monroe County Recorder;
- thence leaving said south right of way line and along the west line of said Trustees of Indiana University parcel SOUTH 01 degrees 27 minutes 04 seconds EAST a distance of 15.05 feet; thence leaving said west line 182.26 feet along the arc of a curve to the right having a radius of 2565.00 feet, a chord bearing of SOUTH 86 degrees 00 minutes 33 seconds WEST, and a chord length of 182.23 feet to the west line of said City of Bloomington, Indiana parcel; thence along said west line NORTH 00 degrees 07 minutes 22 seconds WEST a distance of 15.01 feet to the point of beginning and containing 0.06 acres, more or less.

This survey was executed according to survey requirements contained in Section 1 through 19 of 865 IAC 1-12.

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

Evidence of easements have not been located in the field and are not shown on this survey drawing.

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 11th day of June, 2019

Christopher L. Porter  
Professional Land Surveyor No. LS21200022  
State of Indiana



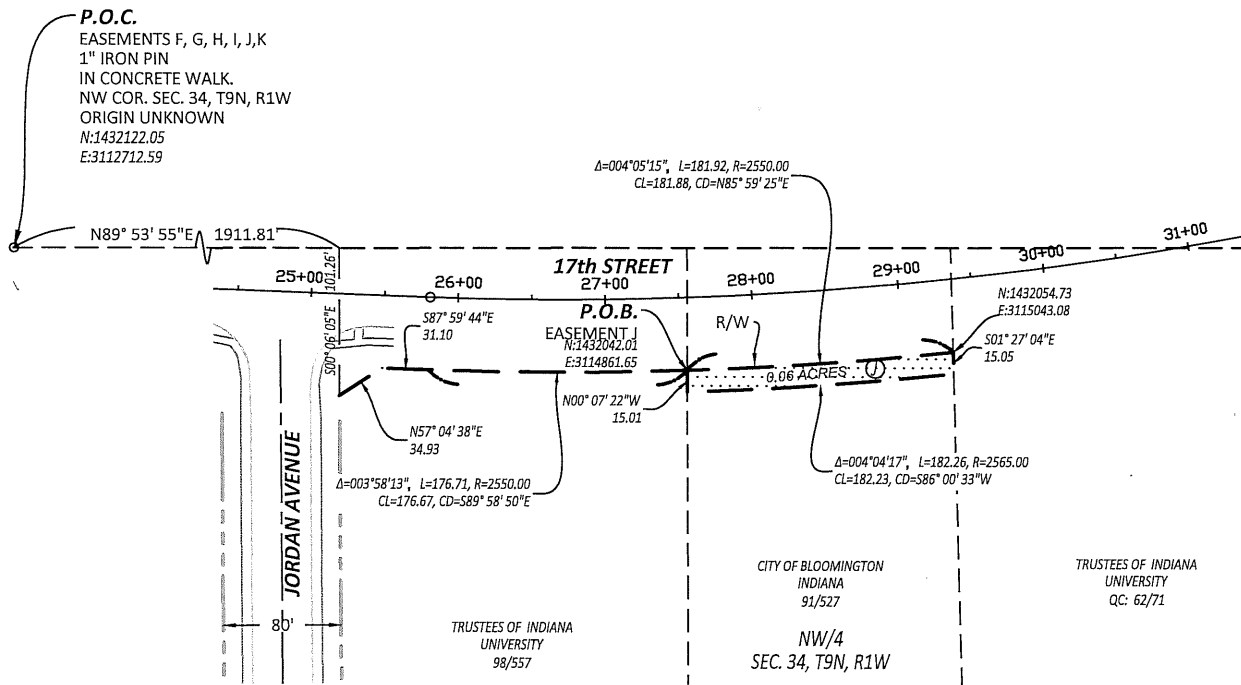




**EXHIBIT "A"**  
 The City of Bloomington, Indiana  
 Deed Book 91, Page 527  
 Parcel Numbers: 53-05-34-200-021.000-005

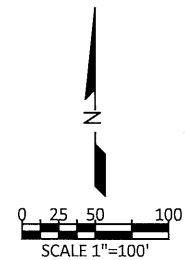
2015 IU CONTROL POINTS				
Point #	Northing	Easting	Elevation	Description
1	1434691.72	3110368.16	744.44	MON 01-2015
2	1432193.30	3110143.80	801.41	MON 02-2015
3	1429402.92	3110182.28	770.68	MON 03-2015
4	1426419.96	3110382.69	783.53	MON 04-2015
5	1435003.22	3111849.72	790.09	MON 05-2015
6	1431679.88	3111723.14	796.71	MON 06-2015
7	1428910.04	3111835.40	772.43	MON 07-2015
8	1426320.66	3111702.46	815.11	MON 08-2015
9	1434860.62	3114253.91	814.25	MON 09-2015
10	1432957.21	3113444.99	833.61	MON 10-2015
11	1431947.98	3114944.48	913.62	MON 11-2015
12	1430182.52	3113835.54	869.36	MON 12-2015
13	1427781.04	3113932.62	805.21	MON 13-2015
14	1431054.20	3115354.90	868.60	MON 14-2015
15	1428683.64	3115489.99	810.50	MON 15-2015
16	1426868.78	3115450.99	853.33	MON 16-2015
17	1434117.71	3116940.98	813.38	MON 17-2015
18	1429563.52	3116683.44	838.14	MON 18-2015
19	1432033.35	3118723.36	822.31	MON 19-2015
20	1430507.65	3119320.27	830.68	MON 20-2015

- NOTES:**
- BEARINGS SHOWN HEREON ARE BASED UPON GRID NORTH ESTABLISHED FROM THE 2015 IU NETWORK CONTROL MONUMENTS, INDIANA STATE PLANE COORDINATES WEST ZONE, U.S. SURVEY FEET.
  - FIELD WORK PERFORMED SEPTEMBER, 2018.



Prepared For: Duke Energy Indiana, LLC  
 Project: Dunn Street to Hospital Circuit Route Easement  
 Prepared By: Bledsoe, Riggert, Cooper, James  
 1351 W Tapp Road, Bloomington, IN 47403  
 (812) 336-8277  
 JOB #9903

EASEMENT  
 MONUMENT FOUND







**EXHIBIT "A"**

A part of the North Half of  
Section 34, T9N, R1W,  
in the City of Bloomington,  
Monroe County, Indiana.  
BRCJ Job Number 9903

**Easement J:**

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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 11th day of June, 2019

Christopher L. Porter  
Professional Land Surveyor No. LS21200022  
State of Indiana







# Board of Public Works Claim Register

Invoice Date Range 08/12/19 - 08/23/19

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				
Joshua Beeker	01-refund adoption fee		08/23/2019	75.00
Makenna Reyes	01-refund adoption fee-feline		08/23/2019	75.00
	Account 43430 - Animal Adoption Fees Totals	2		\$150.00
Account 43442 - Equipment Deposits				
Emily Smith	01-refund trap deposit		08/23/2019	40.00
	Account 43442 - Equipment Deposits Totals	1		\$40.00
Account 52110 - Office Supplies				
6530 - Office Depot, INC	01-colored copy paper		08/23/2019	21.60
6530 - Office Depot, INC	01-tape		08/23/2019	12.77
6530 - Office Depot, INC	01-paper 4 reams		08/23/2019	21.28
6530 - Office Depot, INC	01-copy paper 1 ream 11x17		08/23/2019	24.99
	Account 52110 - Office Supplies Totals	4		\$80.64
Account 52210 - Institutional Supplies				
3278 - Boehringer Ingelheim Animal Health (Merial, INC)	01-flea treatment-7/22/19		08/23/2019	739.90
313 - Fastenal Company	01-paper towels, dust pan-7/25/19		08/23/2019	92.44
313 - Fastenal Company	01-trash bags-400-7/25/19		08/23/2019	358.40
313 - Fastenal Company	01-roll paper towels-7/30/19		08/23/2019	48.98
313 - Fastenal Company	01-roll paper towels-7/30/19		08/23/2019	32.65
4586 - Hill's Pet Nutrition Sales, INC	01-canine/puppy/feline/kitten food-7/26/19		08/23/2019	484.28
4586 - Hill's Pet Nutrition Sales, INC	01-prescription canine/feline food-8/2/19		08/23/2019	171.00
4586 - Hill's Pet Nutrition Sales, INC	01-canine/feline/kitten/puppy food-8/2/19		08/23/2019	635.62
3929 - IDEXX Laboratories, INC	01-parvo, F/F heartworm diagnostics-7/1/19		08/23/2019	1,974.34
4633 - Midwest Veterinary Supply, INC	01-refund-partnership program-7/22/19		08/23/2019	(189.77)
4633 - Midwest Veterinary Supply, INC	01-antibiotics, milk replacer-7/24/19		08/23/2019	103.10
4633 - Midwest Veterinary Supply, INC	01-syringes-7/24/19		08/23/2019	89.10
4633 - Midwest Veterinary Supply, INC	01-needles, thyroid meds-7/25/19		08/23/2019	155.78





# Board of Public Works Claim Register

Invoice Date Range 08/12/19 - 08/23/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
4633 - Midwest Veterinary Supply, INC	01-antibiotics, syringes, sedatives-7/29/19		08/23/2019	124.09
4633 - Midwest Veterinary Supply, INC	01-syringes-7/29/19		08/23/2019	52.00
4633 - Midwest Veterinary Supply, INC	01-appetite stimulant, pain meds-8/5/19		08/23/2019	216.35
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (M/L/XL), syringes-8/2/19		08/23/2019	218.52
4633 - Midwest Veterinary Supply, INC	01-feeding tubes-8/2/19		08/23/2019	12.30
4633 - Midwest Veterinary Supply, INC	01-milk replacer, stitch scissors, vinyl exam		08/23/2019	61.84
4633 - Midwest Veterinary Supply, INC	01-antihistamine-7/15/19		08/23/2019	2.24
4137 - Patterson Veterinary Supply, INC	01-antibiotics, needles, syringes, feeding tubes-		08/23/2019	286.92
5819 - Synchrony Bank	01-Van Ness Small Litter Pan (large pack of 4)-2		08/23/2019	52.96
5819 - Synchrony Bank	01-AmazonBasics microwave for kitten care-small		08/23/2019	56.99
5819 - Synchrony Bank	01-Coopay 180 pack large rubber bands		08/23/2019	13.99
5819 - Synchrony Bank	01-TSA approved cable luggage locks for kennels		08/23/2019	25.95
4666 - Zoetis, INC	01-feline vaccines, antibiotics-7/24/19		08/23/2019	675.68
4666 - Zoetis, INC	01-Felv diagnostics-7/24/19		08/23/2019	274.84
	Account 52210 - Institutional Supplies Totals		27	<u>\$6,770.49</u>
Account 52310 - Building Materials and Supplies				
394 - Kleindorfer Hardware & Variety	01-keys, key cover, key rings, belt hook		08/23/2019	8.03
	Account 52310 - Building Materials and Supplies Totals		1	<u>\$8.03</u>
Account 53130 - Medical				
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-7/18-7/31/19		08/23/2019	3,383.00
54639 - Shake Veterinary Services, INC (Town & Country	01-spay/neuter surgeries-7/16, 7/23/19		08/23/2019	462.77
	Account 53130 - Medical Totals		2	<u>\$3,845.77</u>
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-ACC-water/sewer bill July 2019		08/12/2019	446.76
	Account 53530 - Water and Sewer Totals		1	<u>\$446.76</u>
Account 53540 - Natural Gas				
222 - Vectren	19-ACC-gas bill 7/2-8/5/19		08/12/2019	309.09
	Account 53540 - Natural Gas Totals		1	<u>\$309.09</u>
Account 53610 - Building Repairs				
4483 - City Lawn Corporation	01-ACC-Mowing Services 7/9, 7/22	BC 2019-38	08/23/2019	240.00





# Board of Public Works Claim Register

Invoice Date Range 08/12/19 - 08/23/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
321 - Harrell Fish, INC	19-ACC-Incinerator Repair. Replaced Sensor and	BC 2019-23	08/23/2019	1,339.04
321 - Harrell Fish, INC	19-ACC- Bottle Filler Installation	BC 2019-24	08/23/2019	1,437.00
	Account 53610 - Building Repairs Totals		3	\$3,016.04
Account 53990 - Other Services and Charges				
60 - Monroe County Solid Waste Management District	01-sharps disposal-7/26/19		08/23/2019	261.60
	Account 53990 - Other Services and Charges Totals		1	\$261.60
	Program 010000 - Main Totals		43	\$14,928.42
Program 010001 - Donations Over \$5K				
Account 53130 - Medical				
50350 - Arlington Heights Veterinary Hospital, INC	01-emergency surgery-7/5/19		08/23/2019	1,243.18
50350 - Arlington Heights Veterinary Hospital, INC	01-surgery-2/24/18		08/23/2019	318.98
50350 - Arlington Heights Veterinary Hospital, INC	01-emergency visit, surgery-5/24-6/27/19		08/23/2019	1,474.14
6529 - BloomingPaws, LLC	01-emergency surgery-7/29-8/1/19		08/23/2019	1,667.01
175 - Monroe County Humane Association, INC	01-treatment-7/11/19		08/23/2019	205.00
175 - Monroe County Humane Association, INC	01-diagnostics-7/10/19		08/23/2019	145.50
175 - Monroe County Humane Association, INC	01-ear treatment-7/11/19		08/23/2019	81.50
175 - Monroe County Humane Association, INC	01-exam & treatment-6/20 & 6/27/19		08/23/2019	18.44
175 - Monroe County Humane Association, INC	01-ear treatment-6/27/19		08/23/2019	55.00
175 - Monroe County Humane Association, INC	01-ear treatment-6/20/19		08/23/2019	55.00
175 - Monroe County Humane Association, INC	01-office visit thyroid check-6/20/19		08/23/2019	46.50
175 - Monroe County Humane Association, INC	01-office visit, diagnostics-5/13 & 6/17/19		08/23/2019	93.00
54639 - Shake Veterinary Services, INC (Town & Country	01-office visit-meds-7/25/19		08/23/2019	5.85
54639 - Shake Veterinary Services, INC (Town & Country	01-spay/neuter surgeries-7/30/19		08/23/2019	430.00
	Account 53130 - Medical Totals		14	\$5,839.10
	Program 010001 - Donations Over \$5K Totals		14	\$5,839.10
	Department 01 - Animal Shelter Totals		57	\$20,767.52
Department 02 - Public Works				
Program 020000 - Main				
Account 53910 - Dues and Subscriptions				
4498 - American Public Works Association	02-APWA Renewal Membership for 10/1/2019-		08/23/2019	1,700.00





# Board of Public Works Claim Register

Invoice Date Range 08/12/19 - 08/23/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
	Account 53910 - Dues and Subscriptions Totals		1	\$1,700.00
	Program 020000 - Main Totals		1	\$1,700.00
	Department 02 - Public Works Totals		1	\$1,700.00
Department 03 - City Clerk Program 030000 - Main Account 52420 - Other Supplies 6530 - Office Depot, INC	03-shredder, labeler, black on white tape, AA		08/23/2019	242.13
	Account 52420 - Other Supplies Totals		1	\$242.13
Account 53230 - Travel 3560 - First Financial Bank / Credit Cards	03 - IIMC Conference fuel		08/23/2019	43.23
3560 - First Financial Bank / Credit Cards	03 - IIMC Conference hotel		08/23/2019	284.16
	Account 53230 - Travel Totals		2	\$327.39
	Program 030000 - Main Totals		3	\$569.52
	Department 03 - City Clerk Totals		3	\$569.52
Department 04 - Economic & Sustainable Dev Program 040000 - Main Account 53160 - Instruction 3560 - First Financial Bank / Credit Cards 3560 - First Financial Bank / Credit Cards 517 - Indiana Economic Development Association, INC	04 - Fee for GSC Conference - Lauren		08/23/2019	145.00
	04 - 2 registrations Indiana Land Use Summit -		08/23/2019	80.00
	04 2019 Conference Fee Explore Southern Indiana		08/23/2019	250.00
	Account 53160 - Instruction Totals		3	\$475.00
Account 53910 - Dues and Subscriptions 3560 - First Financial Bank / Credit Cards	04 - Hootsuite Platform for 2019		08/23/2019	5.99
	Account 53910 - Dues and Subscriptions Totals		1	\$5.99
Account 53960 - Grants 7034 - Gallery Walk (Gallery Walk of Bloomington)	04 BEAD 2019 Sponsorship		08/23/2019	250.00
	Account 53960 - Grants Totals		1	\$250.00
Account 53970 - Mayor's Promotion of Business 7029 - William D Marquez (W/Purpose, LLC) 7018 - Lulu Martinez (LAA Office,LLC)	04 2019 Public Art Concept - Switchyard		08/23/2019	500.00
	04 Design Fee - 4th Street Parking Garage		08/23/2019	1,000.00





# Board of Public Works Claim Register

Invoice Date Range 08/12/19 - 08/23/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
	Account 53970 - Mayor's Promotion of Business Totals		2	\$1,500.00
Account 53990 - Other Services and Charges 6515 - Green Camino, INC	04 - 2019 composing agreement - city facilities		08/23/2019	330.00
	Account 53990 - Other Services and Charges Totals		1	\$330.00
	Program 040000 - Main Totals		8	\$2,560.99
	Department 04 - Economic & Sustainable Dev Totals		8	\$2,560.99
Department 05 - Common Council Program 050000 - Main Account 52410 - Books	10-Library Plan Charges-7/5-8/4/19		08/23/2019	198.25
3956 - West Publishing Corporation (Thomson Reuters)	Account 52410 - Books Totals		1	\$198.25
Account 53910 - Dues and Subscriptions 3956 - West Publishing Corporation (Thomson Reuters)	10-West Information Charges-7/1-7/31/19		08/23/2019	337.40
	Account 53910 - Dues and Subscriptions Totals		1	\$337.40
	Program 050000 - Main Totals		2	\$535.65
	Department 05 - Common Council Totals		2	\$535.65
Department 06 - Controller's Office Program 060000 - Main Account 52420 - Other Supplies	06-Keybaord Replacement for J Underwood		08/23/2019	36.99
53442 - Paragon Micro, INC	Account 52420 - Other Supplies Totals		1	\$36.99
Account 53910 - Dues and Subscriptions 3560 - First Financial Bank / Credit Cards	06-Annual fee for IndianaBids.com		08/23/2019	24.00
	Account 53910 - Dues and Subscriptions Totals		1	\$24.00
	Program 060000 - Main Totals		2	\$60.99
	Department 06 - Controller's Office Totals		2	\$60.99
Department 09 - CFRD Program 090000 - Main Account 52420 - Other Supplies	09-Rechargeable Flashlight		08/23/2019	99.14
4482 - Galls, LLC				





# Board of Public Works Claim Register

Invoice Date Range 08/12/19 - 08/23/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
		Account 52420 - Other Supplies Totals	1	\$99.14
Account 53230 - Travel				
3560 - First Financial Bank / Credit Cards	09-American Airlines-flight for S. Moss-Mayor		08/23/2019	366.51
		Account 53230 - Travel Totals	1	\$366.51
Account 53940 - Temporary Contractual Employee				
580 - Express Services, INC	Temp service (Steve Cook) front desk reception		08/23/2019	611.20
580 - Express Services, INC	09-Temp service for front desk reception-Steve		08/23/2019	764.00
580 - Express Services, INC	09-Temp service for front reception-Steve Cook-		08/23/2019	748.15
		Account 53940 - Temporary Contractual Employee Totals	3	\$2,123.35
		Program 090000 - Main Totals	5	\$2,589.00
		Department 09 - CFRD Totals	5	\$2,589.00
Department 10 - Legal				
Program 100000 - Main				
Account 52410 - Books				
3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan Charges-7/5-8/4/19		08/23/2019	967.90
		Account 52410 - Books Totals	1	\$967.90
Account 53120 - Special Legal Services				
330 - Ice Miller, LLP	10 -legal work IU hospital		08/23/2019	4,373.50
608 - Krieg Devault, LLP	10-Legal Services Per Retainer June 2019		08/23/2019	2,500.00
608 - Krieg Devault, LLP	10-Legal services per retainer-April 2019		08/23/2019	2,500.00
		Account 53120 - Special Legal Services Totals	3	\$9,373.50
Account 53230 - Travel				
3560 - First Financial Bank / Credit Cards	10 airline tickets for seminar FFB		08/23/2019	427.60
5712 - Philippa M Guthrie	10-per diem/hotel/pkg/Lyft-MO-Cities Summit-		08/23/2019	440.12
		Account 53230 - Travel Totals	2	\$867.72
Account 53910 - Dues and Subscriptions				
204 - State Of Indiana	10 Annual attorney registrations SOI 2019-6		08/23/2019	900.00
3956 - West Publishing Corporation (Thomson Reuters)	10-West Information Charges-7/1-7/31/19		08/23/2019	1,349.60
		Account 53910 - Dues and Subscriptions Totals	2	\$2,249.60
		Program 100000 - Main Totals	8	\$13,458.72





# Board of Public Works Claim Register

Invoice Date Range 08/12/19 - 08/23/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Program 101000 - Human Rights				
Account 53910 - Dues and Subscriptions				
204 - State Of Indiana	10 Annual attorney registrations SOI 2019-6		08/23/2019	180.00
	Account 53910 - Dues and Subscriptions Totals		1	\$180.00
	Program 101000 - Human Rights Totals		1	\$180.00
	Department 10 - Legal Totals		9	\$13,638.72
Department 11 - Mayor's Office				
Program 110000 - Main				
Account 53160 - Instruction				
7042 - President and Fellows of Harvard College	11-Devta Exec Ed program in City Leadership and		08/23/2019	2,400.00
	Account 53160 - Instruction Totals		1	\$2,400.00
Account 53990 - Other Services and Charges				
6247 - Transmap Corporation	20-2018 Transmap contract funding-Nightime		08/23/2019	17,226.00
	Account 53990 - Other Services and Charges Totals		1	\$17,226.00
	Program 110000 - Main Totals		2	\$19,626.00
	Department 11 - Mayor's Office Totals		2	\$19,626.00
Department 12 - Human Resources				
Program 120000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	12- pens, label tape, shredder oil, binder clips		08/23/2019	45.41
6530 - Office Depot, INC	12-Inkroll		08/23/2019	3.79
6530 - Office Depot, INC	12-pens		08/23/2019	11.99
	Account 52110 - Office Supplies Totals		3	\$61.19
Account 53160 - Instruction				
3560 - First Financial Bank / Credit Cards	12 Conference Fee (E. Fields)		08/23/2019	1,360.00
	Account 53160 - Instruction Totals		1	\$1,360.00
Account 53230 - Travel				
3560 - First Financial Bank / Credit Cards	12 Airline Travel for (E. Fields)		08/23/2019	339.97
3560 - First Financial Bank / Credit Cards	12 Airline Travel for (E. Fields)		08/23/2019	(120.00)
	Account 53230 - Travel Totals		2	\$219.97





# Board of Public Works Claim Register

Invoice Date Range 08/12/19 - 08/23/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Account 53320 - Advertising				
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	12 Job Ads Invoice 8419		08/23/2019	1,120.48
	Account 53320 - Advertising Totals		1	<u>\$1,120.48</u>
Account 53990 - Other Services and Charges				
3560 - First Financial Bank / Credit Cards	12-Employee recognition photos \$14.52		08/23/2019	14.52
7049 - TF Inter-Holdings, INC (Troyer Foods)	12 Food for Appreciation Picnic Inv S10663442		08/23/2019	1,304.32
	Account 53990 - Other Services and Charges Totals		2	<u>\$1,318.84</u>
	Program 120000 - Main Totals		9	<u>\$4,080.48</u>
	Department 12 - Human Resources Totals		9	<u>\$4,080.48</u>
Department 13 - Planning				
Program 130000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	13-portfolio, poly, 2PKT, blac-1		08/23/2019	.99
6530 - Office Depot, INC	13 - Paper, post-its, pens, folders, wipes		08/23/2019	35.17
	Account 52110 - Office Supplies Totals		2	<u>\$36.16</u>
Account 52420 - Other Supplies				
651 - Engraving & Stamp Center, INC	13-Stamp (Received/OK to pay) for Desiree		08/23/2019	35.95
6530 - Office Depot, INC	13 - Paper towels		08/23/2019	16.69
6530 - Office Depot, INC	13 - Paper, post-its, pens, folders, wipes		08/23/2019	39.20
53442 - Paragon Micro, INC	13 - 3 Dell LED 22" computer monitors		08/23/2019	449.97
6792 - VARI Sales Corporation	13-Varidesk for Desiree (King)		08/23/2019	355.50
	Account 52420 - Other Supplies Totals		5	<u>\$897.31</u>
Account 53170 - Mgt. Fee, Consultants, and Workshops				
6974 - M.J. Wells & Associates, INC	13-Travel Demand Mgmt (TDM) Plan-Inv. date		08/23/2019	9,395.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		1	<u>\$9,395.00</u>
Account 53310 - Printing				
3892 - Midwest Color Printing, INC	13- 250 business cards (Keegan Gulick)		08/23/2019	36.50
3892 - Midwest Color Printing, INC	13- 250 business cards (Mallory Rickbeil)		08/23/2019	36.50
3892 - Midwest Color Printing, INC	13- 250 business cards (D. King)		08/23/2019	36.50
	Account 53310 - Printing Totals		3	<u>\$109.50</u>





# Board of Public Works Claim Register

Invoice Date Range 08/12/19 - 08/23/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Account 53320 - Advertising				
3560 - First Financial Bank / Credit Cards	13 - Project Engineer Job Posting (ITE)		08/23/2019	295.00
	Account 53320 - Advertising Totals		1	<u>295.00</u>
Account 54310 - Improvements Other Than Building				
399 - American Structurepoint, INC	13 - 7th St protected bike lane improv.-6/1-	BC 2018-109	08/23/2019	39,131.12
	Account 54310 - Improvements Other Than Building Totals		1	<u>\$39,131.12</u>
	Program 130000 - Main Totals		13	<u>\$49,864.09</u>
	Department 13 - Planning Totals		13	<u>\$49,864.09</u>
Department 19 - Facilities Maintenance				
Program 190000 - Main				
Account 52310 - Building Materials and Supplies				
394 - Kleindorfer Hardware & Variety	19 Facilities Maintenance Supplies for Repairs and		08/23/2019	52.00
53005 - Menards, INC	19 Supplies for Facilities Maintenance		08/23/2019	5.48
53005 - Menards, INC	19 Supplies for Facilities Maintenance		08/23/2019	4.00
53005 - Menards, INC	19 Supplies for Facilities Maintenance		08/23/2019	59.33
53005 - Menards, INC	19 Supplies for Facilities Maintenance		08/23/2019	14.83
	Account 52310 - Building Materials and Supplies Totals		5	<u>\$135.64</u>
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-City Hall-water/sewer bill-July 2019		08/12/2019	1,290.63
208 - City Of Bloomington Utilities	19-Temp Mtr-Graffiti Team-water/sewer bill-July		08/12/2019	15.48
	Account 53530 - Water and Sewer Totals		2	<u>\$1,306.11</u>
Account 53610 - Building Repairs				
6378 - ANN-KRISS, LLC	19-Removal of Stones/Rebuild Wall in 4th St	BC 2019-78	08/23/2019	1,619.88
4483 - City Lawn Corporation	19-PW Facility- 4th&Washington-Mowing Services	BC 2019-38	08/23/2019	90.00
4483 - City Lawn Corporation	19-PW Facility- 2nd&Weimer-Mowing Services	BC 2019-38	08/23/2019	35.00
4483 - City Lawn Corporation	19-PW Facility-121 S Allen-Mowing Services	BC 2019-38	08/23/2019	35.00
4483 - City Lawn Corporation	19-PW Facility-2541 W Third St- Mowing Services	BC 2019-38	08/23/2019	150.00
4483 - City Lawn Corporation	19-PW Facility-1910 W. 3rd St. Mowing Services	BC 2019-38	08/23/2019	40.00
4483 - City Lawn Corporation	19-PW Facility-Tapp& Rockport-Mowing&Cleanup	BC 2019-38	08/23/2019	135.00
321 - Harrell Fish, INC	19-City Hall- Heat Pump Check & Cooling in	BC 2019-23	08/23/2019	4,876.02





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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
321 - Harrell Fish, INC	19-KMC Control System Reset at City Hall	BC 2019-23	08/23/2019	293.00
321 - Harrell Fish, INC	19-Blower Motor Repair and Belt Replacement at	BC 2019-23	08/23/2019	2,005.29
321 - Harrell Fish, INC	19-Condensation Back up at City Hall	BC 2019-23	08/23/2019	259.88
321 - Harrell Fish, INC	19-Council Chambers Condensation Leak from Air	BC 2019-23	08/23/2019	142.88
7402 - Nature's Way, INC	19-Monthly interior maintenance billing @ city hall	BC 2019-07	08/23/2019	336.60
	Account 53610 - Building Repairs Totals		13	\$10,018.55
	Program 190000 - Main Totals		20	\$11,460.30
	Department 19 - Facilities Maintenance Totals		20	\$11,460.30
Department 28 - ITS				
Program 280000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	28 - Copier Paper for City Departments		08/23/2019	804.60
	Account 52110 - Office Supplies Totals		1	\$804.60
Account 52420 - Other Supplies				
6530 - Office Depot, INC	28 - Plotter Toner-6		08/23/2019	460.64
	Account 52420 - Other Supplies Totals		1	\$460.64
Account 53170 - Mgt. Fee, Consultants, and Workshops				
6765 - Berry Dunn McNeil & Parker, LLC	28-IT Strategic Plan Development-7/31/2019		08/23/2019	3,900.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		1	\$3,900.00
Account 53230 - Travel				
3560 - First Financial Bank / Credit Cards	28 - Walid Siblo Flight Oracle Code One		08/23/2019	194.00
3560 - First Financial Bank / Credit Cards	28 - Walid Siblo Flight Oracle Code One		08/23/2019	199.00
	Account 53230 - Travel Totals		2	\$393.00
Account 53320 - Advertising				
3560 - First Financial Bank / Credit Cards	28 - Stock Photos - Credit Memo		08/23/2019	(.84)
3560 - First Financial Bank / Credit Cards	28 - Stock Photos - Credit Memo		08/23/2019	(2.31)
	Account 53320 - Advertising Totals		2	(\$3.15)
Account 53910 - Dues and Subscriptions				
3560 - First Financial Bank / Credit Cards	28 - Amazon Web Services - July 2019		08/23/2019	9.19
3560 - First Financial Bank / Credit Cards	28 - Basecamp Proj Mgmt Subscription - 7/11/19 -		08/23/2019	20.00





# Board of Public Works

## Claim Register

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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
3560 - First Financial Bank / Credit Cards	28 - Survey Monkey Annual Plan 2019		08/23/2019	372.00
3560 - First Financial Bank / Credit Cards	28 - Squarespace Subscription - Bloomington		08/23/2019	216.00
53442 - Paragon Micro, INC	28 - Power BI Subscription - July 2019		08/23/2019	9.16
5786 - Promevo, LLC	28 - Google Drive Storage Subscription 50GB -		08/23/2019	15.00
	Account 53910 - Dues and Subscriptions Totals		6	\$641.35
	Program 280000 - Main Totals		13	\$6,196.44
	Department 28 - ITS Totals		13	\$6,196.44
	Fund 101 - General Fund (S0101) Totals		144	\$133,649.70
Fund 270 - CC Jack Hopkins NR17-42 (S0011)				
Department 05 - Common Council				
Program 050000 - Main				
Account 53960 - Grants				
7033 - Courage to Change Sober Living, INC	15-JH2019-rent scholarship-Best & Ferguson		08/23/2019	1,000.00
174 - Hoosier Hills Food Bank INC	19-JH 2019-deposit/down payment new truck		08/23/2019	5,000.00
7014 - Society of St. Vincent De Paul, Archdiocesan	15-JH2019-client reports-July 2019		08/23/2019	1,145.00
6045 - South Central Indiana Housing Opportunities Corp	15-JH2019-Tenant Assistance Tabling-Justice		08/23/2019	196.00
12443 - Volunteers In Medicine Clinic Of Monroe County,INC	15-JH 2019-July salaries-walk in nurse practioner		08/23/2019	7,380.17
	Account 53960 - Grants Totals		5	\$14,721.17
	Program 050000 - Main Totals		5	\$14,721.17
	Department 05 - Common Council Totals		5	\$14,721.17
	Fund 270 - CC Jack Hopkins NR17-42 (S0011) Totals		5	\$14,721.17
Fund 312 - Community Services				
Department 09 - CFRD				
Program 090004 - Com Serv- Accessibility				
Account 53990 - Other Services and Charges				
6219 - Half-Baked, LLC	09-29th Anniversary-ADA Celebration-7/26/19-10		08/23/2019	128.75
1815 - Michael Shermis	09-29th ADA Celebration-reimburse Michael for		08/23/2019	28.54
	Account 53990 - Other Services and Charges Totals		2	\$157.29
	Program 090004 - Com Serv- Accessibility Totals		2	\$157.29
Program 090018 - CBVN				





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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Account 53990 - Other Services and Charges 891 - Lucy Schaich	09-reimburse for annual plan renewal of		08/23/2019	71.88
	Account 53990 - Other Services and Charges Totals	1		\$71.88
	Program 090018 - CBVN Totals	1		\$71.88
	Department 09 - CFRD Totals	3		\$229.17
	Fund 312 - Community Services Totals	3		\$229.17
Fund 401 - Non-Reverting Telecom (S1146) Department 25 - Telecommunications Program 254000 - Infrastructure Account 52420 - Other Supplies 337 - Stansifer Radio Co, INC	25 - Network Rail		08/23/2019	9.63
	Account 52420 - Other Supplies Totals	1		\$9.63
Account 53640 - Hardware and Software Maintenance 13482 - Northern Lights Locating & Inspection, INC	25 - Locating and Marking Services - July 2019		08/23/2019	3,099.00
	Account 53640 - Hardware and Software Maintenance Totals	1		\$3,099.00
Account 54450 - Equipment 53442 - Paragon Micro, INC	25 - Monitor Deputy Comptroller - Capital		08/23/2019	149.99
	Account 54450 - Equipment Totals	1		\$149.99
	Program 254000 - Infrastructure Totals	3		\$3,258.62
Program 256000 - Services Account 53980 - Community Access TV/Radio 64 - Monroe County Public Library	25 - CATS- July, August & September 2019		08/23/2019	110,600.50
	Account 53980 - Community Access TV/Radio Totals	1		\$110,600.50
	Program 256000 - Services Totals	1		\$110,600.50
	Department 25 - Telecommunications Totals	4		\$113,859.12
	Fund 401 - Non-Reverting Telecom (S1146) Totals	4		\$113,859.12
Fund 450 - Local Road and Street(S0706) Department 20 - Street Program 200000 - Main Account 53520 - Street Lights / Traffic Signals				





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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
223 - Duke Energy	02-420 E. 19th-HAWK Signal-elec. bill 7/2-8/1/19		08/12/2019	15.19
223 - Duke Energy	02-Middle Way House-elec. bill-8/2/19-#3910-		08/12/2019	9.51
223 - Duke Energy	02-2200 W. Tapp Rd-elec chgs-bill date 8/6/19		08/12/2019	4.65
223 - Duke Energy	02-10th & Union-traffic signal-elec. chgs-7/9-		08/12/2019	42.09
	Account 53520 - Street Lights / Traffic Signals Totals	4		<u>\$71.44</u>
	Program 200000 - Main Totals	4		<u>\$71.44</u>
	Department 20 - Street Totals	4		<u>\$71.44</u>
	Fund 450 - Local Road and Street(S0706) Totals	4		<u>\$71.44</u>
Fund 451 - Motor Vehicle Highway(S0708)				
Department 20 - Street				
Program 200000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	20-folders, envelopes, wall clock, highlighters,		08/23/2019	52.02
6792 - VARI Sales Corporation	20-stand up desk		08/23/2019	355.50
	Account 52110 - Office Supplies Totals	2		<u>\$407.52</u>
Account 52210 - Institutional Supplies				
313 - Fastenal Company	20-Safety & Misc Supplies-earplugs, spray paint		08/23/2019	74.98
313 - Fastenal Company	20-Safety & Misc Supplies-gloves, tape measure,		08/23/2019	116.64
4519 - Osburn Associates, INC	20-Type III Barricades (10)		08/23/2019	2,399.60
5819 - Synchrony Bank	20-Base dust mask for tree crew		08/23/2019	75.96
	Account 52210 - Institutional Supplies Totals	4		<u>\$2,667.18</u>
Account 52330 - Street , Alley, and Sewer Material				
334 - Irving Materials, INC	20-7th & Walnut-Class A Stone Ash-3 cy-7/25/19		08/23/2019	344.50
334 - Irving Materials, INC	20-Hearthstone Ct-Class A Stone Ash-3 cy-7/3/19		08/23/2019	304.50
334 - Irving Materials, INC	20-4409 Bridgestone-Class A Stone Ash-1.50 cy-		08/23/2019	152.25
334 - Irving Materials, INC	20-306 N Walnut St-Class A Stone Ash-2 cy-		08/23/2019	203.00
334 - Irving Materials, INC	20-304 N Walnut St-Class A Stone Ash-2.25 cy-		08/23/2019	228.38
	Account 52330 - Street , Alley, and Sewer Material Totals	5		<u>\$1,232.63</u>
Account 52340 - Other Repairs and Maintenance				
480 - Hall Signs INC	20-Duck Crossing Signs for Tapp Road-4		08/23/2019	105.68





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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
	Account 52340 - Other Repairs and Maintenance Totals		1	\$105.68
Account 52420 - Other Supplies				
409 - Black Lumber Co. INC	20-sidewalk crew-2x4-10 construction lumber-		08/23/2019	4.39
394 - Kleindorfer Hardware & Variety	20-4 2 gallon garden sprayer		08/23/2019	119.96
5080 - Metro Arborist Supplies (TreeStuff, INC)	20-Boom Truck Bucket Cover		08/23/2019	52.70
336 - Southside Rental Center, INC	20-Propane-Sign/Paving/Pavement Marking Crew-		08/23/2019	13.09
	Account 52420 - Other Supplies Totals		4	\$190.14
Account 53130 - Medical				
231 - Indiana University Health Bloomington, INC	20-J. Creech-drug screen DOT 5 Panel E screen-		08/23/2019	45.00
231 - Indiana University Health Bloomington, INC	20-D. Sanders-drug screen DOT 5 panel E screen-		08/23/2019	45.00
231 - Indiana University Health Bloomington, INC	20-S. Henderson-Drug Screen DOT 5 Panel E		08/23/2019	45.00
	Account 53130 - Medical Totals		3	\$135.00
Account 53250 - Pagers				
332 - Indiana Paging Network, INC	20-Services for Snow Control Pagers-September		08/23/2019	87.26
	Account 53250 - Pagers Totals		1	\$87.26
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-Traffic Bldg-water/sewer bill-July 2019		08/12/2019	41.50
208 - City Of Bloomington Utilities	19-Street Dept-water/sewer bill-July 2019		08/12/2019	185.89
208 - City Of Bloomington Utilities	19-Street Dept-Fire Hydrant meter-water/sewer		08/12/2019	79.76
	Account 53530 - Water and Sewer Totals		3	\$307.15
Account 53540 - Natural Gas				
222 - Vectren	19-Street Dept-gas bill 7/5-8/7/19		08/12/2019	18.16
222 - Vectren	19-Traffic Bldg-gas bill 7/5-8/7/19		08/12/2019	19.51
	Account 53540 - Natural Gas Totals		2	\$37.67
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-7/31/19		08/23/2019	16.84
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-7/31/19		08/23/2019	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-7/24/19		08/23/2019	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-7/24/19		08/23/2019	16.84
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-8/7/19		08/23/2019	21.83





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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel services-8/7/19		08/23/2019	34.28
	Account 53920 - Laundry and Other Sanitation Services Totals		6	\$158.35
Account 53950 - Landfill				
52226 - Hoosier Transfer Station-3140	20-Landfill services for sweeper dumps-6/19/19		08/23/2019	1,741.50
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	20-Disposal Fee for Tree Limbs-26 loads-July 2019		08/23/2019	572.00
	Account 53950 - Landfill Totals		2	\$2,313.50
Account 53990 - Other Services and Charges				
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	20-Two Way Radio Communication Services-8/1-		08/23/2019	2,321.25
902 - Indiana Underground Plant Protection Service, INC	20-Services for Line Locates-621 tickets-June		08/23/2019	589.95
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-7/9/19		08/23/2019	150.00
	Account 53990 - Other Services and Charges Totals		3	\$3,061.20
	Program 200000 - Main Totals		36	\$10,703.28
	Department 20 - Street Totals		36	\$10,703.28
	Fund 451 - Motor Vehicle Highway(S0708) Totals		36	\$10,703.28
Fund 452 - Parking Facilities(S9502)				
Department 26 - Parking				
Program 260000 - Main				
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-4th St Garage-water/sewer bill-July 2019		08/12/2019	51.01
208 - City Of Bloomington Utilities	19-Morton St Garage-water/sewer bill-July 2019		08/12/2019	88.05
	Account 53530 - Water and Sewer Totals		2	\$139.06
Account 53610 - Building Repairs				
6378 - ANN-KRISS, LLC	26-Install 13 Lights @ Walnut St Garage	BC 2019-78	08/23/2019	5,581.40
6378 - ANN-KRISS, LLC	26-Removal of Debris from 4th St Garage	BC 2019-78	08/23/2019	300.00
	Account 53610 - Building Repairs Totals		2	\$5,881.40
Account 53840 - Lease Payments				
512 - 7th & Walnut , LLC	26-Walnut St Garage-September 2019 garage rent		08/23/2019	18,759.98
3887 - Mercury Development Group, LLC	26-Morton St Garage-September 2019 garage rent		08/23/2019	38,035.85
	Account 53840 - Lease Payments Totals		2	\$56,795.83
	Program 260000 - Main Totals		6	\$62,816.29





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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
		Department 26 - Parking Totals	6	\$62,816.29
		Fund 452 - Parking Facilities(S9502) Totals	6	<u>\$62,816.29</u>
Fund 454 - Alternative Transport(S6301)				
Department 02 - Public Works				
Program 020000 - Main				
Account 43170.0001 - Residential Neighborhood Permits Zone # 1				
Andrea M. Murray	14-refund for zone/visitor permit-should have		08/23/2019	40.00
	Account 43170.0001 - Residential Neighborhood Permits Zone # 1 Totals		1	<u>\$40.00</u>
Account 43170.0099 - Residential Neighborhood Permits All Zones Sevice Permit				
Junghwa Moon Auer	14-refund All Zone permit fee-diff btwn old and		08/23/2019	48.00
	Account 43170.0099 - Residential Neighborhood Permits All Zones Sevice Permit Totals		1	<u>\$48.00</u>
	Program 020000 - Main Totals		2	<u>\$88.00</u>
	Department 02 - Public Works Totals		2	<u>\$88.00</u>
	Fund 454 - Alternative Transport(S6301) Totals		2	<u>\$88.00</u>
Fund 600 - Cum Cap Improvement (CIG)(S2379)				
Department 02 - Public Works				
Program 020000 - Main				
Account 52330 - Street , Alley, and Sewer Material				
365 - Rogers Group, INC	20-#11 stone-15.14 tons-7/8/19		08/23/2019	136.26
	Account 52330 - Street , Alley, and Sewer Material Totals		1	<u>\$136.26</u>
	Program 020000 - Main Totals		1	<u>\$136.26</u>
	Department 02 - Public Works Totals		1	<u>\$136.26</u>
	Fund 600 - Cum Cap Improvement (CIG)(S2379) Totals		1	<u>\$136.26</u>
Fund 601 - Cum Cap Development(S2391)				
Department 02 - Public Works				
Program 020000 - Main				
Account 52330 - Street , Alley, and Sewer Material				
19278 - Milestone Contractors, LP	20-surface-15th St/patching-187.39 tons-7/2-	BC 2019-32	08/23/2019	8,029.65
19278 - Milestone Contractors, LP	20-surface-15th St/patching-40.52 tons-7/1/19	BC 2019-32	08/23/2019	1,736.29
19278 - Milestone Contractors, LP	20-surface-Wylie St-468.31 tons-7/10 & 7/11/19	BC 2019-32	08/23/2019	20,067.07





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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
19278 - Milestone Contractors, LP	20-surface-patching-10.41 tons-7/8-7/10/19	BC 2019-32	08/23/2019	446.06
19278 - Milestone Contractors, LP	20-surface-Henderson & patching-56.89 tons-	BC 2019-32	08/23/2019	2,437.74
19278 - Milestone Contractors, LP	20-surface-patching-15.61 tons-7/15-7/22/19	BC 2019-32	08/23/2019	668.89
19278 - Milestone Contractors, LP	20-surface-Henderson & patching-531.78 tons-	BC 2019-32	08/23/2019	22,786.77
19278 - Milestone Contractors, LP	20-surface-Henderson-32.98 tons-7/29/19	BC 2019-32	08/23/2019	1,413.19
19278 - Milestone Contractors, LP	20-surface-Henderson St-16.46 tons-7/29/19	BC 2019-32	08/23/2019	705.31
4443 - The Sherwin Williams Company	20-Paint for curbs (Brighten Btown)-7/5/2019		08/23/2019	3,600.00
	Account 52330 - Street , Alley, and Sewer Material Totals		10	\$61,890.97
Account 53110 - Engineering and Architectural				
399 - American Structurepoint, INC	13-Adams St (Kirkwood-Patterson)-6/1-6/30/19	BC 2017-96	08/23/2019	6,580.50
5641 - AZTEC Engineering Group, INC	13-B-Line Ext./Multiuse Path-6/1-6/30/19	BC 2018-108	08/23/2019	35,640.00
	Account 53110 - Engineering and Architectural Totals		2	\$42,220.50
	Program 020000 - Main Totals		12	\$104,111.47
	Department 02 - Public Works Totals		12	\$104,111.47
	Fund 601 - Cum Cap Development(S2391) Totals		12	\$104,111.47
Fund 730 - Solid Waste (S6401)				
Department 16 - Sanitation				
Program 160000 - Main				
Account 52420 - Other Supplies				
15449 - Rosen & Rosen Industries (R&R Industries)	16-employee safety vests-30-7/25/19		08/23/2019	300.00
	Account 52420 - Other Supplies Totals		1	\$300.00
Account 53240 - Freight / Other				
15449 - Rosen & Rosen Industries (R&R Industries)	16-employee safety vests-30-7/25/19		08/23/2019	65.42
	Account 53240 - Freight / Other Totals		1	\$65.42
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-Sanitation Bldg-water/sewer bill-July 2019		08/12/2019	134.05
	Account 53530 - Water and Sewer Totals		1	\$134.05
Account 53540 - Natural Gas				
222 - Vectren	19-Sanitation-gas bill 7/2-8/5/19		08/12/2019	46.93
	Account 53540 - Natural Gas Totals		1	\$46.93





# Board of Public Works Claim Register

Invoice Date Range 08/12/19 - 08/23/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Account 53610 - Building Repairs				
51538 - Economy Termite & Pest Control, INC	19-Sanitation- Monthly Pest Control	BC 2019-33	08/23/2019	125.00
	Account 53610 - Building Repairs Totals		1	<u>\$125.00</u>
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-8/7/19		08/23/2019	32.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-8/7/19		08/23/2019	14.77
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-7/31/19		08/23/2019	32.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-7/31/19		08/23/2019	14.77
	Account 53920 - Laundry and Other Sanitation Services Totals		4	<u>\$94.06</u>
Account 53950 - Landfill				
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	16-yard waste-7 loads-7/1-7/30/19	BC 2019-45	08/23/2019	154.00
	Account 53950 - Landfill Totals		1	<u>\$154.00</u>
	Program 160000 - Main Totals		10	<u>\$919.46</u>
	Department 16 - Sanitation Totals		10	<u>\$919.46</u>
	Fund 730 - Solid Waste (S6401) Totals		10	<u>\$919.46</u>
Fund 800 - Risk Management(S0203)				
Department 10 - Legal				
Program 100000 - Main				
Account 52430 - Uniforms and Tools				
1448 - Shoe Carnival, INC	10-G. Richey-2019 safety shoes (12)		08/23/2019	99.98
	Account 52430 - Uniforms and Tools Totals		1	<u>\$99.98</u>
Account 53130 - Medical				
6198 - Allan Russell Frye	10- reimb for physical for CDL-7/11/2019		08/23/2019	90.00
6123 - Jeffery W Morris	10-physical reimb for CDL 7/22/19		08/23/2019	85.00
	Account 53130 - Medical Totals		2	<u>\$175.00</u>
Account 53420 - Worker's Comp & Risk				
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-SIHO-TTD- Invoice 2019106		08/23/2019	1,127.69
	Account 53420 - Worker's Comp & Risk Totals		1	<u>\$1,127.69</u>
Account 53990 - Other Services and Charges				
6943 - Joseph W Ubben (Breakaway Performance Group,	10-Employee Counseling-Inv. date 8/5/19		08/23/2019	450.00





# Board of Public Works Claim Register

Invoice Date Range 08/12/19 - 08/23/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
	Account 53990 - Other Services and Charges Totals		1	\$450.00
	Program 100000 - Main Totals		5	\$1,852.67
	Department 10 - Legal Totals		5	\$1,852.67
	Fund 800 - Risk Management(S0203) Totals		5	\$1,852.67
Fund 801 - Health Insurance Trust Department 12 - Human Resources Program 120000 - Main Account 53990 - Other Services and Charges 3977 - Cigna Health & Life Insurance Company	12-Aug2019 Cigna Dental & Vision Admin		08/23/2019	2,159.50
	Account 53990 - Other Services and Charges Totals		1	\$2,159.50
	Program 120000 - Main Totals		1	\$2,159.50
	Department 12 - Human Resources Totals		1	\$2,159.50
	Fund 801 - Health Insurance Trust Totals		1	\$2,159.50
Fund 802 - Fleet Maintenance(S9500) Department 17 - Fleet Maintenance Program 170000 - Main Account 52230 - Garage and Motor Supplies 50605 - Bauer Built, INC 50605 - Bauer Built, INC 13929 - Eckert's Tech Supply, INC 4693 - Monroe County Tire & Supply, INC	17-disposal fee passenger (24)/commercial truck		08/23/2019	94.00
	17-stock tires-315/80R225 20 Conti HAU3 WT-2		08/23/2019	1,041.90
	17-tire supplies-plugs, bead seal		08/23/2019	110.51
	17-stock tires-245/55R18 F'stone F'Hawk GT		08/23/2019	608.64
	Account 52230 - Garage and Motor Supplies Totals		4	\$1,855.05
Account 52240 - Fuel and Oil 4335 - Circle Distributing, INC 349 - White River Cooperative, INC 349 - White River Cooperative, INC	17-stock 5w30 oil		08/23/2019	44.28
	17-fuel-87 regular (no ethanol)-7,928 gallons- BC 2018-78D		08/23/2019	19,307.06
	17-fuel-PDX4 On Road B20-7,251 gallons-8/2/19 BC 2018-78D		08/23/2019	18,107.92
	Account 52240 - Fuel and Oil Totals		3	\$37,459.26
Account 52320 - Motor Vehicle Repair 4150 - Alexander's LLC 4336 - American Eagle Auto Glass of Terre Haute, INC	17-#550 install heat pump and thermostat-parts		08/23/2019	1,357.52
	17-#p125 windshield replacement-labor		08/23/2019	220.00





# Board of Public Works Claim Register

Invoice Date Range 08/12/19 - 08/23/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
244 - Bloomington Ford, INC	17-#p134 hub assembly/wheel bearing		08/23/2019	220.10
244 - Bloomington Ford, INC	17-#p134 wheel assembly		08/23/2019	159.12
244 - Bloomington Ford, INC	17-#p134 power steering rack/core		08/23/2019	1,663.30
244 - Bloomington Ford, INC	17-#327 key		08/23/2019	44.99
244 - Bloomington Ford, INC	17-credit return Inv. 5066230-Kit-tie rod		08/23/2019	(36.50)
244 - Bloomington Ford, INC	17-credit for core return-Inv. 5066319		08/23/2019	(400.00)
4335 - Circle Distributing, INC	17-#621 wastegate control solenoid		08/23/2019	31.27
594 - Curry Auto Center, INC	17-#408 drivers seat and cushion		08/23/2019	482.08
594 - Curry Auto Center, INC	17-#199f water inlet gaskets		08/23/2019	8.15
613 - Hoosier Penn Oil Company, INC	17-stock bulk oil-Handi Clean 4/1		08/23/2019	84.21
4044 - Industrial Hydraulics, INC	17-#959 repair hyd cylinder		08/23/2019	97.64
455 - Industrial Service & Supply, INC	17-#340 90 degree elbow		08/23/2019	4.40
796 - Interstate Battery System of Bloomington, INC	17-batteries-8/2/19		08/23/2019	603.48
11672 - Jack Doheny Companies, INC	17-#464 port plug		08/23/2019	40.60
4439 - JX Enterprises, INC	17-#4241marker lamps-pigtails-8/5/19		08/23/2019	116.98
4439 - JX Enterprises, INC	17-#4241 pressure sensor-marker lamps-pigtails-		08/23/2019	164.35
394 - Kleindorfer Hardware & Variety	17-zipties, 3/8 tees, 90 degree elbow		08/23/2019	41.63
4693 - Monroe County Tire & Supply, INC	17-#4811/stock tires-Pk Prem Super Hwy Lt		08/23/2019	461.00
53385 - O'Reilly Automotive Stores, INC	17-#199f thermostat and housing		08/23/2019	104.31
4608 - Reliable Transmission Service-Midwest, INC	17-#396 repair failed pto-labor		08/23/2019	111.15
4608 - Reliable Transmission Service-Midwest, INC	17-#340 -gasket, mounting, PT- inc. s/h		08/23/2019	35.45
4608 - Reliable Transmission Service-Midwest, INC	17-#340 output sensor, connector		08/23/2019	123.57
786 - Richard's Small Engine, INC	17-#475 mower blades		08/23/2019	69.69
786 - Richard's Small Engine, INC	17-#475 blade spindle		08/23/2019	120.31
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17-various parts - July 2019		08/23/2019	4,221.42
54351 - Sternberg, INC	17-#4241 pressure valve		08/23/2019	29.17
5333 - Total Truck Parts, INC	17-stock clutch disc		08/23/2019	127.50
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-#779 coolant level sensor		08/23/2019	19.80
2096 - West Side Tractor Sales CO.	17-#617 replace rotary manifold and hoses		08/23/2019	2,653.07
	Account 52320 - Motor Vehicle Repair Totals		31	\$12,979.76





# Board of Public Works Claim Register

Invoice Date Range 08/12/19 - 08/23/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Account 52420 - Other Supplies				
21104 - Cummins Crosspoint, LLC	17 - Data Link Connector		08/23/2019	807.50
	Account 52420 - Other Supplies Totals		1	\$807.50
Account 53160 - Instruction				
3472 - Lucity, INC	17- 2019 Lucity annual conference - J. Speer		08/23/2019	800.00
	Account 53160 - Instruction Totals		1	\$800.00
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-Fleet Maint-water/sewer bill-July 2019		08/12/2019	117.15
	Account 53530 - Water and Sewer Totals		1	\$117.15
Account 53540 - Natural Gas				
222 - Vectren	19-Fleet Maint-gas bill 7/5-8/7/19		08/12/2019	46.83
	Account 53540 - Natural Gas Totals		1	\$46.83
Account 53610 - Building Repairs				
321 - Harrell Fish, INC	19-Fleet-Air Compressor Repair	BC 2019-23	08/23/2019	137.00
	Account 53610 - Building Repairs Totals		1	\$137.00
Account 53620 - Motor Repairs				
4150 - Alexander's LLC	17-#550 install heat pump and thermostat-parts		08/23/2019	255.00
4336 - American Eagle Auto Glass of Terre Haute, INC	17-#p125 windshield replacement-labor		08/23/2019	20.00
11 - Bruce's Welding	17-#466 repair of dump body cylinder coupling		08/23/2019	950.00
4044 - Industrial Hydraulics, INC	17-#959 repair hyd cylinder		08/23/2019	294.00
4608 - Reliable Transmission Service-Midwest, INC	17-#396 repair failed pto-labor		08/23/2019	2,111.28
2096 - West Side Tractor Sales CO.	17-#617 replace rotary manifold and hoses		08/23/2019	862.40
	Account 53620 - Motor Repairs Totals		6	\$4,492.68
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-8/7/19		08/23/2019	69.56
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel services-7/31/19		08/23/2019	73.46
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-7/24/2019		08/23/2019	70.34
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-7/17/2019		08/23/2019	70.60
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-7/10/2019		08/23/2019	70.08
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-7/3/2019		08/23/2019	70.08





# Board of Public Works Claim Register

Invoice Date Range 08/12/19 - 08/23/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-8/07/2019		08/23/2019	16.75
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-7/31/2019		08/23/2019	16.75
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-7/03/2019		08/23/2019	16.75
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-07/24/2019		08/23/2019	35.75
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-07/17/2019		08/23/2019	16.75
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-7/10/2019		08/23/2019	16.75
	Account 53920 - Laundry and Other Sanitation Services Totals		12	<u>\$543.62</u>
Account 54310 - Improvements Other Than Building				
3472 - Lucity, INC	17-Annual Program Fee Renewal	BC 2019-37	08/23/2019	5,816.59
	Account 54310 - Improvements Other Than Building Totals		1	<u>\$5,816.59</u>
	Program 170000 - Main Totals		62	<u>\$65,055.44</u>
	Department 17 - Fleet Maintenance Totals		62	<u>\$65,055.44</u>
	Fund 802 - Fleet Maintenance(\$9500) Totals		62	<u>\$65,055.44</u>
Fund 804 - Insurance Voluntary Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990.1241 - Other Services and Charges Vision				
3977 - Cigna Health & Life Insurance Company	12-Aug2019 Cigna Dental & Vision Admin		08/23/2019	7,249.21
	Account 53990.1241 - Other Services and Charges Vision Totals		1	<u>\$7,249.21</u>
Account 53990.1271 - Other Services and Charges Section 125 - URM- City				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		08/12/2019	67.75
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		08/12/2019	300.28
17785 - The Howard E. Nyhart Company, INC	12-City URM		08/12/2019	199.58
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		08/14/2019	290.59
	Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals		4	<u>\$858.20</u>
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City				
17785 - The Howard E. Nyhart Company, INC	12-FSA UnreimbursedDDC City		08/13/2019	475.00
	Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals		1	<u>\$475.00</u>
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		08/12/2019	225.18





# Board of Public Works Claim Register

Invoice Date Range 08/12/19 - 08/23/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		08/12/2019	95.68
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		08/14/2019	3.82
	Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals		3	<u>\$324.68</u>
	Program 120000 - Main Totals		9	<u>\$8,907.09</u>
	Department 12 - Human Resources Totals		9	<u>\$8,907.09</u>
	Fund 804 - Insurance Voluntary Trust Totals		9	<u>\$8,907.09</u>
Fund 978 - City 2016 GO Bond Proceeds				
Department 06 - Controller's Office				
Program 06016C - 2016 C Jackson Trail				
Account 54310 - Improvements Other Than Building				
16 - Butler, Fairman & Seufert, INC	13-Jackson Creek Trail Phase 2_Design-6/1-	BC 2019-11	08/23/2019	11,244.00
	Account 54310 - Improvements Other Than Building Totals		1	<u>\$11,244.00</u>
	Program 06016C - 2016 C Jackson Trail Totals		1	<u>\$11,244.00</u>
Program 06016D - 2016 D Multi Use Paths				
Account 54310 - Improvements Other Than Building				
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Rogers Road Sidepath-6/15-7/12/19-Inv. date	BC 2018-110	08/23/2019	13,880.25
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Winslow Avenue Sidepath-6/15-7/12/19-Inv.	BC 2018-111	08/23/2019	15,363.75
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Henderson Street Sidepath-6/15-7/12/19-Inv.	BC 2018-112	08/23/2019	13,543.75
	Account 54310 - Improvements Other Than Building Totals		3	<u>\$42,787.75</u>
	Program 06016D - 2016 D Multi Use Paths Totals		3	<u>\$42,787.75</u>
	Department 06 - Controller's Office Totals		4	<u>\$54,031.75</u>
	Fund 978 - City 2016 GO Bond Proceeds Totals		4	<u>\$54,031.75</u>
			308	<u>\$573,311.81</u>









# Board of Public Works Claim Register

Invoice Date Range 08/07/19 - 08/07/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>										
Department 02 - Public Works										
Program 020000 - Main										
Account 53210 - Telephone										
1079 - AT&T	812R08178807-19	02-Radio circuits-phone charges 6/29-7/28/19	Paid by Check # 70077		08/07/2019	08/07/2019	08/07/2019		08/07/2019	180.64
								Account 53210 - Telephone Totals	Invoice Transactions 1	<u>180.64</u>
								Program 020000 - Main Totals	Invoice Transactions 1	<u>180.64</u>
								Department 02 - Public Works Totals	Invoice Transactions 1	<u>180.64</u>
								Fund 101 - General Fund (S0101) Totals	Invoice Transactions 1	<u>180.64</u>
<b>Fund 401 - Non-Reverting Telecom (S1146)</b>										
Department 25 - Telecommunications										
Program 254000 - Infrastructure										
Account 53150 - Communications Contract										
12283 - Smithville Communications	401NMRTN-080119	28-City Hall/ACC-internet services 8/1-8/31/19	Paid by Check # 70096		08/07/2019	08/07/2019	08/07/2019		08/07/2019	1,502.47
								Account 53150 - Communications Contract Totals	Invoice Transactions 1	<u>1,502.47</u>
Account 53750 - Rentals - Other										
12283 - Smithville Communications	401NMRTN-080119	28-City Hall/ACC-internet services 8/1-8/31/19	Paid by Check # 70096		08/07/2019	08/07/2019	08/07/2019		08/07/2019	1,614.27
								Account 53750 - Rentals - Other Totals	Invoice Transactions 1	<u>1,614.27</u>
								Program 254000 - Infrastructure Totals	Invoice Transactions 2	<u>3,116.74</u>
Program 256000 - Services										
Account 53150 - Communications Contract										
4170 - Comcast Cable Communications, INC	3550NKNSR-071319	28-3550 N Kinser Pike-business services 7/17-7/26/19	Paid by Check # 70079		08/07/2019	08/07/2019	08/07/2019		08/07/2019	106.85
4170 - Comcast Cable Communications, INC	401NMRTN-071819	28-401 N Morton-business services-8/1-	Paid by Check # 70080		08/07/2019	08/07/2019	08/07/2019		08/07/2019	149.85
								Account 53150 - Communications Contract Totals	Invoice Transactions 2	<u>256.70</u>
								Program 256000 - Services Totals	Invoice Transactions 2	<u>256.70</u>
								Department 25 - Telecommunications Totals	Invoice Transactions 4	<u>3,373.44</u>
								Fund 401 - Non-Reverting Telecom (S1146) Totals	Invoice Transactions 4	<u>3,373.44</u>
<b>Fund 450 - Local Road and Street(S0706)</b>										
Department 20 - Street										
Program 200000 - Main										
Account 53520 - Street Lights / Traffic Signals										
223 - Duke Energy	18003894017-7/19	02-Street light chgs various locations-bill date	Paid by Check # 70093		08/07/2019	08/07/2019	08/07/2019		08/07/2019	26.72
223 - Duke Energy	1603883012-73019	02-Countryside & Sunflower-street light	Paid by Check # 70094		08/07/2019	08/07/2019	08/07/2019		08/07/2019	4.01
223 - Duke Energy	12403886015-7/19	02-912 S. Walnut-Crosswalk-electric bill-	Paid by Check # 70081		08/07/2019	08/07/2019	08/07/2019		08/07/2019	9.13
223 - Duke Energy	91403886012-7/19	02-420 W. 4th-Crosswalk-electric bill-6/27-7/26/19	Paid by Check # 70082		08/07/2019	08/07/2019	08/07/2019		08/07/2019	9.28
223 - Duke Energy	88003920016-8/19	02-114 N Walnut St (alley)-street light chgs.-	Paid by Check # 70083		08/07/2019	08/07/2019	08/07/2019		08/07/2019	5.22
								Account 53520 - Street Lights / Traffic Signals Totals	Invoice Transactions 5	<u>54.36</u>
								Program 200000 - Main Totals	Invoice Transactions 5	<u>54.36</u>
								Department 20 - Street Totals	Invoice Transactions 5	<u>54.36</u>
								Fund 450 - Local Road and Street(S0706) Totals	Invoice Transactions 5	<u>54.36</u>
<b>Fund 800 - Risk Management(S0203)</b>										
Department 10 - Legal										
Program 100000 - Main										
Account 53420 - Worker's Comp & Risk										
2618 - Southeastern Indiana Health Operations, INC (SIHO)	2019104	10-Claims Admin Fee-TTD-7/29-8/2/19	Paid by EFT # 30488		08/07/2019	08/07/2019	08/07/2019		08/07/2019	1,127.69
								Account 53420 - Worker's Comp & Risk Totals	Invoice Transactions 1	<u>1,127.69</u>
								Program 100000 - Main Totals	Invoice Transactions 1	<u>1,127.69</u>
								Department 10 - Legal Totals	Invoice Transactions 1	<u>1,127.69</u>
								Fund 800 - Risk Management(S0203) Totals	Invoice Transactions 1	<u>1,127.69</u>
<b>Fund 804 - Insurance Voluntary Trust</b>										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990.1271 - Other Services and Charges Section 125 - URM- City										
17785 - The Howard E. Nyhart Company, INC	Daily-8/6/2019	12-Daily benefits card funding detail-8/6/2019	Paid by EFT # 30487		08/07/2019	08/07/2019	08/07/2019		08/07/2019	155.48
								Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals	Invoice Transactions 1	<u>155.48</u>
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util										
17785 - The Howard E. Nyhart Company, INC	Daily-8/6/2019	12-Daily benefits card funding detail-8/6/2019	Paid by EFT # 30487		08/07/2019	08/07/2019	08/07/2019		08/07/2019	243.16
								Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals	Invoice Transactions 1	<u>243.16</u>
								Program 120000 - Main Totals	Invoice Transactions 2	<u>398.64</u>
								Department 12 - Human Resources Totals	Invoice Transactions 2	<u>398.64</u>
								Fund 804 - Insurance Voluntary Trust Totals	Invoice Transactions 2	<u>398.64</u>
								Grand Totals	Invoice Transactions 13	<u>\$5,134.77</u>



**REGISTER OF SPECIAL CLAIMS**

**Board: Board of Public Works Claim Register**

<b>Date:</b>	<b>Type of Claim</b>	<b>FUND</b>	<b>Description</b>	<b>Bank Transfer</b>	<b>Amount</b>
7/28/2019	Bank Fees				1,763.94
8/23/2019	Claims				573,311.81
8/7/2019	Special Utility Claims				5,134.77
	Month Of Aug HSA/WorkComp/MT & Gym/CIGNA				
	Sales Tax For June 2019				
					<b>580,210.52</b>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of [REDACTED] claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of **\$ 580,210.52**

**Dated this** 20 **day of** August **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 \_\_\_\_\_