

# **Board of Public Works Meeting**

## **August 30, 2022**



The City will offer virtual options, including CATS public access television (live and tape-delayed) and

Public comments and questions will be encouraged via Zoom or [bloomington.in.gov](http://bloomington.in.gov) rather than in person

**AGENDA**  
**BOARD OF PUBLIC WORKS**  
**August 30, 2022**

A Regular Meeting of the Board of Public Work will be held Tuesday, August 30, 2022 at 5:30 p.m. in the McCloskey Conference Room (Rm #135) of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana and via Zoom by using the following link: <https://bloomington.zoom.us/j/85032544954?pwd=cVpxcEIXb1krYWFKLyt5elJGRStoQT09>

**Meeting ID: 850 3254 4954 Passcode: 292420**

The City offers virtual options, including CATS public access television (live and tape- delayed). Comments and questions will be encouraged via Zoom or [bloomington.in.gov](http://bloomington.in.gov) rather than in person.

Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call 812-349-3411 or email [public.works@bloomington.in.gov](mailto:public.works@bloomington.in.gov)

**I. MESSAGES FROM BOARD MEMBERS**

**II. PETITIONS & REMONSTRANCES**

**III. CONSENT AGENDA**

1. Approval of Minutes August 16, 2022
2. Right-of-Way Dedication on Clarizz Boulevard and Kingston Drive
3. 2022 Subaru Loves Pets Marketing Agreement
4. 2022 Subaru “Share the Love” Marketing Agreement
5. Resolution 2022-66; I FELL Community Celebration
6. Resolution 2022-67; IU Foundation Street Sprints
7. Resolution 2022-68; Jill Behrman 5K Color Run
8. Resolution 2022-69; The Chamber Block Party
9. Noise Permit Application for First Deputy Prosecutor David Gohn’s Going Away Party
10. Addendum #1 to KONE Service Agreement
11. Supplement #1 to HFI Plumbing Service Agreement
12. Approval of Payroll

**IV. NEW BUSINESS**

1. Request to Reject Bid for the Downtown Alley Repaving Phase II Project
2. LPA-Consulting Contract with Butler, Fairman & Seufert, Inc. for Preliminary Engineering Services for the High Street Intersection Modernization and Multi-Use Path Project
3. Task Order #2 to Preliminary Engineering Contract with WSP USA for Neighborhood Greenway Projects
4. LPA-Consulting Contract with HWC Engineering for Inspection Services for the 1<sup>st</sup> Street Reconstruction Project from Fairview St. to College Ave.
5. LPA-Consulting Contract with Shrewsbury & Associates, LLC for Downtown Curb Ramps Phase III
6. Lane closure request from Goodman Construction on N. Walnut Street
7. Change Order #1 with Rivertown Construction, LLC for the Neighborhood Greenways Phase I Project
8. Contract with TAPCO for Traffic Signal Inspections

**V. STAFF REPORTS & OTHER BUSINESS**

**VI. APPROVAL OF CLAIMS**

**VII. ADJOURNMENT**

The Board of Public Works meeting was held Tuesday, August 16, 2022 at 5:30 pm in the Council Chambers of City Hall at 401 N. Morton St., Bloomington, Indiana and virtually through Zoom with Cox Deckard presiding.

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

Present: Kyla Cox Deckard  
Elizabeth Karon  
Jennifer Lloyd

**ROLL CALL**

City Staff: April Rosenberger -- Public Works  
Susan Coates -- Economic & Sustainable Development  
Andrew Cibor -- Engineering

Cox Deckard wanted to mention that it is a very busy time in the community and appreciates everyone’s patience. Mentioned scooter parking in odd places and hoped for a dramatic improvement once students and newcomers become more aware of the parking procedures.

**MESSAGES FROM BOARD MEMBERS**

1. Approval of Minutes; August 02, 2022
2. Resolution 2022-60; Declaration of Surplus Property from ITS
3. Add Previously Accepted City Streets to City Inventory
4. Public Improvements Bond Estimate for 1503 W. Arlington Road, Secondary Plat
5. Resolution 2022-61; Bloomingfoods Annual Membership Meeting
6. Noise Permit and Road Closure Request for the Robert Chandler Hamilton Memorial
7. Resolution 2022-62; Blue Ridge Neighborhood Picnic
8. Resolution 2022-63; Paint the Town Purple
9. Approval of Payroll

**CONSENT AGENDA**

Karon made a motion to approve the Consent Agenda. Lloyd seconded. All in favor, motion is passed.

Susan Coates, Economic & Sustainable Development, presented Resolution 2022-64; New Mobile Solicitor; Republic National Distributing Company (RNDC). See meeting packet for details.

**NEW BUSINESS**  
**Resolution 2022-64; New Mobile Solicitor; Republic National Distributing Company (RNDC)**

**Board Comments:** Lloyd asked if the dates are August 18<sup>th</sup> and 19<sup>th</sup>. Coates confirmed.

Karon made a motion to approve Resolution 2022-64; New Mobile Solicitor; Republic National Distributing Company (RNDC). Lloyd seconded. All in favor, motion is passed.

Andrew Cibor, Engineering, presented Right-of-Way Use Request from Rubicon Construction for Placement of Dumpster on W. 4<sup>th</sup> St. between S. College Ave. and S. Walnut St. (August 17, 2022- October 31, 2022) on behalf of Paul Kehrberg. See meeting packet for details.

**Right-of-Way Use Request from Rubicon Construction for Placement of Dumpster on W. 4<sup>th</sup> St. between S. College Ave. and S. Walnut St. (August 17, 2022- October 31, 2022)**

**Board Comments:** Lloyd recused herself from discussion and vote.

Karon made a motion to approve Right-of-Way Use Request from Rubicon Construction for Placement of Dumpster on W. 4<sup>th</sup> St. between S. College Ave. and S. Walnut St. (August 17, 2022- October 31, 2022). Cox Deckard seconded. All in favor, motion is passed with one recusal.

Andrew Cibor, Engineering, presented Lane and Sidewalk Closure Request from Everstream Solutions along S. Rogers, W. Patterson, and S. Walnut. See meeting packet for details.

**Board Comments:** Karon wanted to confirm that, since the projects are very close to two schools, there is communication with MCCSC in case there are any transportation issues. Cibor confirmed that a condition of the permit issuance is for the work to be done outside of school rush hours. Cox Deckard asked if the contractors are aware they will not get the standard work hours. Cibor confirmed.

Karon made a motion to approve Lane and Sidewalk Closure Request from Everstream Solutions along S. Rogers, W. Patterson, and S. Walnut. Lloyd seconded. All in favor, motion is passed.

Andrew Cibor, Engineering, presented Lane Closure Request from Landmark Construction on E. 14<sup>th</sup> Street (August 17, 2022-October 14, 2022). See meeting packet for details.

**Board Comments:** Karon asked to repeat the adjusted dates of the closure. Cibor stated the closure will be from August 29, 2022 through January 31, 2023. Cox Deckard commented that she is glad there had been a meeting with the property owners and there had been continual communication. She asked if there were any concerns that had been unresolved. Cibor stated he believes this request addresses all concerns. Cox Deckard asked if this specific closure caused any additional adjustments or changes to Bloomington Transit service that had already been relocated because of the work in this area. Cibor answered no.

**Public Comments:** Susan Goldsworthy, owner of property of 940 N. Walnut, asked if Washington Street will still be accessible from east and west. Eric Shulte, Landmark, confirmed. Goldsworthy asked if North Dunn and 13<sup>th</sup> Street would remain open in both directions. Schulte confirmed.

Karon made a motion to approve Lane Closure Request from Landmark Construction on E. 14<sup>th</sup> Street for the adjusted dates of August 29, 2022 through January 31, 2023. Lloyd seconded. All in favor, motion is passed.

Andrew Cibor, Engineering, presented Lane Closure Request from Reed & Sons on W. Fountain Dr. (August 17, 2022-October 14, 2022). See meeting packet for details.

**Board Comments:** None

Karon made a motion to approve Lane Closure Request from Reed & Sons on W. Fountain Dr. (August 17, 2022-October 14, 2022). Lloyd seconded. All in favor, motion is passed.

April Rosenberger, Public Works, presented Addendum #1 to Contract with Ann-Kriss for Sanitation Bathroom Remodel. See meeting packet for details.

**Board Comments:** Karon recused herself from discussion and vote.

**Lane and Sidewalk Closure Request from Everstream Solutions along S. Rogers, W. Patterson, and S. Walnut**

**Lane Closure Request from Landmark Construction on E. 14<sup>th</sup> Street (August 17, 2022-October 14, 2022)**

**Lane Closure Request from Reed & Sons on W. Fountain Dr. (August 17, 2022-October 14, 2022)**

**Addendum #1 to Contract with Ann-Kriss for Sanitation Bathroom Remodel**



Lloyd made a motion to approve Addendum #1 to Contract with Ann-Kriss for Sanitation Bathroom Remodel. Cox Deckard seconded. All in favor, motion is passed with one recusal.

April Rosenberger reiterated Cox Deckard's comments from the beginning of the meeting, reminding everyone that it is a really busy time in the city and asked for patience.

Karon made a motion to approve claims in the amount of \$1,635,406.30. Lloyd seconded. All in favor, motion is passed.

Cox Deckard called for adjournment at 5:54 p.m.

Accepted By:

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

\_\_\_\_\_  
Jennifer Lloyd, Vice President

\_\_\_\_\_  
Elizabeth Karon, Secretary

Date:

Attest to:

**STAFF REPORTS AND OTHER  
BUSINESS**

**CLAIMS**

**ADJOURNMENT**



## Board of Public Works Staff Report

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**Project/Event:** Dedication of Right of Way along S. Clarizz Boulevard and S. Kingston Drive

**Staff Representative:** Emily Herr

**Petitioner/Representative:** Latimer Farms Real Estate, LLC

**Date:** 08/30/2022

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The development called District at Latimer Square is currently under construction at 3216 E 3<sup>rd</sup> Street under Grading Permit C21-488. The property owner (Latimer Farms real Estate, LLC) is dedicating additional right-of-way along S. Clarizz Boulevard and S. Kingston Drive so that the right-of-way extends 1 foot behind new sidewalks and multiuse paths which will be installed with the project.



**ACCEPTANCE OF DEDICATION OF PUBLIC RIGHT OF WAY**

The City of Bloomington Board of Public Works, Monroe County, Indiana, hereby accepts the foregoing dedication as a public street this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS**

By: \_\_\_\_\_  
Kyla Cox Deckard, President

By: \_\_\_\_\_  
Jennifer Lloyd, Vice President

By: \_\_\_\_\_  
Elizabeth Karon, Secretary

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF MONROE    )

Before me, a Notary Public in and for said county and state, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, at which time Kyla Cox Deckard, Jennifer Lloyd, and Elizabeth Karon, as Officers of the City of Bloomington Board of Public Works, personally appeared and acknowledged the acceptance of the foregoing public right of way dedication.

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

My Commission #: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

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

This instrument was prepared by Jacquelyn F. Moore, Attorney at Law, City of Bloomington, P. O. Box 100. Bloomington, IN.

The mailing address to which statements should be mailed under IC 6-1.1-22-8.1 is City of Bloomington, 401 N. Morton Street, Bloomington, Indiana 47404.

CLARIZZ BLVD:

A part of the Northwest quarter of Section 2, Township 8 North, Range 1 West, Monroe County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the said quarter section; thence South 89 degrees 42 minutes 18 seconds West for 245.10 feet along the north line of said quarter section; thence South 01 degree 11 minutes 18 seconds East for 40.00 feet to the point of beginning, being on the south right of way line of Third Street (State Road 46); thence continuing South 01 degree 11 minutes 18 second East for 920.00 feet along the existing west right of way line of said Clarizz Boulevard; thence South 89 degrees 38 minutes 40 seconds West for 4.50 feet; thence North 01 degrees 11 minutes 18 seconds West for 720.90 feet; thence North 00 degrees 32 minutes 38 seconds West for 199.08 feet and to the said south right of way of Third Street; thence North 89 degrees 42 minutes 18 seconds East for 2.26 feet along the said south right of way line to the point of beginning. Containing 3917 square feet (0.09 acres), more or less.

KINGSTON DRIVE:

A part of the Northwest quarter of Section 2, Township 8 North, Range 1 West, Monroe County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the said quarter section; thence South 89 degrees 42 minutes 18 seconds West for 245.10 feet along the north line of said quarter section; thence South 01 degree 11 minutes 18 seconds East for 40.00 feet to the south right of way line of Third Street (State Road 46); thence South 89 degrees 42 minutes 18 seconds West for 421.34 feet along said south right of way line; thence South 01 degree 11 minutes 18 seconds East for 220.44 feet; thence South 89 degrees 38 minutes 40 seconds West for 150.00 feet to the point of beginning, being on the existing east right of way line of Kingston Drive; thence on and along the said east right of way line the following four (4) directions and dimensions; 1) southwesterly 156.47 feet along a curve concave to the northwest, having a radius of 652.70 feet, subtended by a long chord bearing South 05 degrees 40 minutes 46 seconds West for a chord length of 156.10 feet; 2) South 12 degrees 32 minutes 50 seconds West for 97.07 feet; 3) southerly 142.09 feet along a curve concave to the southeast, having a radius of 592.70 feet, subtended by a long chord bearing South 05 degrees 40 minutes 46 seconds West for a chord length of 141.75 feet; 4) South 01 degree 11 minutes 18 seconds East for 309.15 feet; thence North 89 degrees 39 minutes 40 seconds East 4.50 feet; thence North 01 degrees 11 minutes 18 seconds West for 309.22 feet; thence northeasterly 141.01 feet along a curve concave to the southeast, having a radius of 588.20 feet, subtended by a long chord bearing North 05 degrees 40 minutes 46 seconds East for a chord length of 140.67 feet; thence North 12 degrees 32 minutes 50 seconds East for 97.07 feet; thence northerly along a curve concave to the northwest, having a radius of 657.20 feet, subtended by a long chord bearing North 05 degrees 40 minutes 56 seconds East for a chord length of 157.11 feet; thence South 89 degrees 38 minutes 40 seconds West 4.50 feet to the point of beginning. Containing 3172 square feet (0.07 acres), more or less.





**MEMORANDUM**

**TO:** Legal Department (Jacquelyn Moore)  
**FROM:** Virgil Sauder, Animal Care and Control  
**DATE:** 8/30/22  
**RE:** Subaru Loves Pets

**Funding Source:** No cost to City, will receive donations for the Animal Shelter from Subaru for each animal adopted through event.

**Total Dollar Amount of Contract:** NTE \$3,100 in donations from Subaru

**Expiration Date of Contract:** Estimated February 28, 2023

**Renewal Date for Contract:** NA

**Department Head Initials of Approval:** Adam Wason

**Due Date For Signature:** July 7, 2022

**Record Destruction Date (Legal Dept to fill in):** 12/31/2034

**Legal Department Internal Tracking # (Legal Dept to fill in):** 22-361

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

**ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE:** Virgil Sauder

**Summary of Contract:**

This agreement is for participation as a beneficiary in Subaru's annual "Subaru Loves Pets Marketing" event. The animal shelter will be partnering with Royal Eastside Subaru to hold adoption events and marketing campaigns between October 1 and October 31, 2022. For each animal adopted during this period Subaru will donate \$100 to the shelter with no more than \$3,100 donated.

## **2022 Subaru Loves Pets Marketing Agreement**

This Agreement ("Agreement"), effective as of July 07, 2022, ("Effective Date"), is between Subaru of America, Inc., a for profit corporation with a principal place of business at One Subaru Drive, Camden, NJ 08103 ("Subaru") and City of Bloomington Animal Care and Control, a governmental organization with principal place of business at 3410 S. Walnut St. Bloomington, IN ("Organization"). Subaru and/or Organization may be referred to as a "Party" or collectively as the "Parties."

In consideration of the mutual agreements and promises set forth herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Subaru is conducting a marketing campaign (the "Campaign") in which, commencing on October 1, 2022 and continuing through October 31, 2022 (the "Campaign Period"), Subaru and its Retailers will donate One hundred dollars (\$100) for every dog or cat adopted from the Organization, up to Three thousand one hundred dollars (\$3,100) total (the "Donation"). Among other things, Subaru and its Retailers will partner with the Organization to share adoptable dogs and cats of the day or week to promote the Campaign, on platforms such as their social media channels, on the Retailer websites, and at the Retailer locations through adoption events. Subaru and its Retailer have selected Organization to be the beneficiary of all Donations based on dog and cat adoptions that are initiated during the Campaign Period. For the avoidance of doubt, Organization shall be responsible to handle all aspects of the adoption process. Adoptions that occur during the Campaign Period can be in person or virtual adoptions but must be initiated by October 31, 2022, and completed by November 14, 2022. Organization will provide a written accounting of the completed dog and cat adoptions in connection with the Campaign by November 30, 2022, and will include a minimum of one adoption story, including photos, that demonstrates its support of the Campaign. Subaru will transfer the verified donation amount to Organization on or before February 28, 2023. Organization makes no representation as to the status of such payments for federal, state, or local tax purposes with respect to Subaru, including qualification as tax-deductible contributions.
2. Organization grants Subaru and its Retailers a limited, non-exclusive, non-assignable, non-transferable, royalty-free license to use the Organization's name, logo, and other marks as requested (the "Organization Marks") for the sole purpose of promoting the Campaign, and represents and warrants that it is the owner of the Organization Marks and possesses all rights to utilize the Organization Marks without approval of any third party, and otherwise has the ability to perform its obligations hereunder. All promotional materials, publicity, advertising or press releases relating to the Campaign that bear the Organization Marks must be approved by Organization prior to publication or distribution in any manner, which approval shall not be unreasonably withheld.
3. Each Party agrees to defend, indemnify and hold harmless the other Party and its respective parent and affiliates, and each of their directors, officers, employees, agents, and representatives, from and against any and all actions, claims, demands, liabilities, expenses and costs, including, without limitation, reasonable attorney's fees and legal expenses (collectively, "Claims"), which arise out of any third party claim in connection



with (i) any breach of this Agreement or (ii) the negligence or willful misconduct of the indemnifying Party in connection with indemnifying Party's performance (or failure to perform) under this Agreement. Notwithstanding the foregoing, the indemnifying party shall have no obligation to defend or indemnify the indemnified party against any Claims to the extent such Claims were the result of the indemnified party's own negligent or improper conduct. Each Party agrees to maintain adequate and sufficient insurance to assure protection against any and all risks that exist pursuant to this Agreement.

4. Subaru and Organization agree to comply with all applicable laws and regulations required to perform this Agreement. Organization represents that it is a governmental organization in the state where the Retailer is located.
5. Each Party represents and warrants that it has the right, power and authority to enter into this Agreement, grant the rights and benefits herein described and satisfy the obligations hereunder.
6. This Agreement will be governed by the laws of the State of New Jersey, without regard to conflicts of laws principles, and any dispute pertaining to the Agreement will be brought exclusively in a court of competent jurisdiction within the State of New Jersey, County of Camden.
7. This Agreement shall constitute the complete understanding of the Parties and shall supersede all prior written or oral agreements or understandings. This Agreement shall not be modified or amended except in writing signed by the authorized representatives of each Party. Notwithstanding any other provision herein, this Agreement is not effective unless and until the fully executed Agreement is received by Subaru.
8. The Agreement may be executed in one or more counterparts, each of which will be deemed an original, but together will constitute one and the same instrument. A facsimile (or other copy made by reliable mechanical means) of a signed Agreement may be relied upon as an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives on the dates indicated below.

...

**Subaru of America, Inc.**



Signature



**Adam Wason, Director  
Public Works Department**

Signature

Alan Bethke

Printed Name

S.V.P – Marketing

**Beth Cate,  
Corporation Counsel**

*Beth Cate*

08/10/2022

Date

Title

10/01/2022

Date



**MEMORANDUM**

**TO:** Legal Department (Jacquelyn Moore)  
**FROM:** Virgil Sauder, Animal Care and Control  
**DATE:** 8/1/22  
**RE:** Subaru Share the Love Agreement

**Funding Source:** No cost to City, will receive donations for the Animal Shelter from Subaru for each animal adopted through event.

**Total Dollar Amount of Contract:** See summary of past year amounts

**Expiration Date of Contract:** Estimate May 31, 2023

**Renewal Date for Contract:** NA

**Department Head Initials of Approval:** Adam Wason

**Due Date For Signature:** July 7, 2022

**Record Destruction Date (Legal Dept to fill in):** 2034

**Legal Department Internal Tracking # (Legal Dept to fill in):** 22-360

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

**ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE:** Virgil Sauder

**Summary of Contract:**

This agreement is for participation as a beneficiary in Subaru's annual "Share the Love" event. The animal shelter will be partnering with Royal Eastside Subaru to hold adoption events and marketing campaigns. This will be the Seventh year that the shelter has participated in this event.

In previous years partnership has netted the shelter the following donations:

2021-2022	\$19,009.61
2020-2021	\$16,845
2019-2020	\$21,017
2018-2019	\$17,000
2017-2018	\$21,064.93
2016-2017	\$25,000

## 2022-23 Subaru "Share the Love" Cause Marketing Agreement

This Agreement, effective as of August 30, 2022 ("Effective Date"), is entered into by and between **City of Bloomington**, a governmental organization of the City of Bloomington Public Works Department, with a principal place of business at **3410 S. Walnut St., Bloomington, IN 47401** ("Organization"), and **Subaru of America, Inc.**, a for-profit corporation with a principal place of business at One Subaru Drive, Camden, New Jersey, 08103 ("Subaru"). Subaru and/or Organization may be referred to as a "Party" or collectively as the "Parties."

WHEREAS, Organization is a tax-exempt, governmental organization which includes the **City of Bloomington Animal Shelter, the primary provider of animal-related services for Bloomington and Monroe County. The mission of Bloomington Animal Care and Control is to address and respond to all animal needs in the community through education, enforcement, and support to build a community where animals are valued and treated with kindness and respect.**

WHEREAS, Subaru wishes to conduct a cause marketing campaign to raise funds and awareness for certain charitable organizations, including Organization, through the sale or lease of new Subaru vehicles; and

WHEREAS, in connection with the cause marketing campaign, Subaru and Retailer (as defined in **Exhibit A**) wish to use Organization's name and logo in connection with sales or leases of new Subaru vehicles at a specified local Subaru retailer, and Organization is willing to grant Subaru a non-exclusive license to use its name and logo subject to the terms and conditions set forth in this Agreement; and

WHEREAS, Organization wishes to communicate the support of Subaru and Retailer through its cause marketing campaign through its relevant and available communication channels.

NOW THEREFORE, for the mutual agreements and promises set forth herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### 1. Responsibilities of the Parties.

#### 1. Responsibilities of Subaru.

1. Campaign Terms. Subaru shall conduct a cause marketing campaign as described in **Exhibit A** (the "Campaign").
2. Marketing Costs. Subaru shall be responsible for all costs related to the development, marketing, and execution of the Campaign.
3. Marketing Disclosures. Subaru shall disclose on key Campaign point of sale advertising the following information: (a) the actual or anticipated portion of the purchase price that will benefit Organization; (b) the duration of the Campaign; and (c) any maximum or guaranteed minimum amount to be paid to Organization, if applicable.
4. Donation. Subaru and Retailer shall make certain donations (collectively, the "Donation") to Organization in connection with the Campaign, as

described in **Exhibit A**. Organization makes no representation as to the status of such payments for federal, state or local tax purposes with respect to Subaru, including qualification as tax-deductible charitable contributions.

5. Purchaser Acknowledgment. Subaru shall send each purchaser a thank you letter on behalf of Subaru, Retailer, and all of the charitable beneficiaries thanking them for making a charity selection. The letter shall also state that because Subaru is making the donation, the donation is not a tax-deductible contribution to the purchaser.

2. Responsibilities of Organization.

1. Use of Funds. Organization shall use the Donation to support its mission.
2. Acknowledgment. Organization shall publicly acknowledge Subaru's and Retailer's support through the "Share the Love" Campaign to its constituencies/members through all relevant and available communication channels, including but not limited to, press releases, in social media and at mission related events.

2. Term and Termination.

1. Term. This Agreement shall commence as of the Effective Date, and shall expire on May 31, 2023, unless terminated earlier pursuant to section 2b of the Agreement (the "Term").
2. Termination. Before expiration of the Term, either Party may terminate this Agreement upon: (i) any material breach of the Agreement by the other Party, if such breach is not remedied to the reasonable satisfaction of the non-breaching Party within twenty (20) days after written notice; (ii) twenty (20) days' written notice to the other Party whenever the notifying Party in its sole discretion determines that the continuation of the Agreement will damage its reputation or good will; or (iii) written notice in the event one Party (a) becomes or is declared insolvent or bankrupt or is subject to the appointment of a trustee or receiver or any equivalent thereof, (b) is the subject of any proceeding related to its liquidation or insolvency (whether voluntary or involuntary) which is not dismissed within ninety (90) days, (c) makes an assignment for the benefit of creditors, or (d) is subject to any sale, lease, or other transfer of all or substantially all of its assets to any entity; or (e) is subject to a change of control (whether by merger, stock transfer or otherwise), except in the case of an initial public offering.

3. Intellectual Property License.

1. License of Organization Marks. Organization hereby grants to Subaru and Retailer a limited, non-exclusive, nontransferable right and license to use, reproduce, and publicly display Organization's name and logo ("Organization Marks") solely in connection with the sale, advertising, and marketing of the Campaign, as described in **Exhibit A**. Organization represents and warrants that, as of the date hereof, it has the power and authority to license the Organization Marks pursuant to the terms and conditions of this Agreement. All uses of the Organization Marks shall inure to the benefit of Organization.
2. License of Subaru Marks. Subaru hereby grants to Organization a limited, non-exclusive, nontransferable right and license to use, reproduce, and publicly

display Subaru's name and logo ("Subaru Marks," and collectively with the Organization Marks, the "Licensed Marks") for purposes of providing recognition and acknowledgment of Subaru, as described in section 1.b of the Agreement. Subaru represents and warrants to Organization that, as of the date hereof, it has the power and authority to license the Subaru Marks pursuant to the terms and conditions of this Agreement. All uses of the Subaru Marks shall inure to the benefit of Subaru.

4. **Approvals and Quality Control.**

1. **Approvals.** Organization shall submit their logo and mission statement to Subaru for use in promotional, advertising or other materials in connection with the Campaign ("Promotional Materials"). Each Party shall have the right to monitor the quality of the other Party's use of its Licensed Marks. The Licensing Party, if requested shall submit for advanced written approval samples of Promotional Materials to the other Party. Each Party agrees to review such submissions within three (3) business days of its receipt and will not unreasonably withhold its consent. Any references to a Party's Licensed Marks shall contain the appropriate trademark notice provided from time to time by the Licensing Party.
2. **Quality Control.** Each Party agrees to comply with any additional quality control standards announced from time to time by the other Party regarding its Licensed Marks. Each Party agrees not to use the other Party's Licensed Marks in a manner that is defamatory, misleading, libelous, obscene, or otherwise potentially damaging to the reputation or goodwill of the other Party.

5. **Compliance with Law.** Subaru and Organization shall conduct the Campaign in accordance with all applicable laws and regulations, including any state filings and registrations.

6. **Confidentiality.** Each Party acknowledges that certain information received under this Agreement, including, but not limited to, non-public information concerning the disclosing Party's business, methods, programs, activities, services, donors, members, consumers, or finances ("Confidential Information"), is confidential and proprietary. Each Party agrees to hold any and all Confidential Information of the disclosing Party in strict confidence and not disclose such Confidential Information to any third party, except as required by law or as authorized by the disclosing Party. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) was known to the Party receiving such information at the time of its receipt from the disclosing Party; (iii) is rightfully received from a third party who did not acquire or disclose such information by a wrongful or tortious act; (iv) is independently developed by the receiving Party without reference to any Confidential Information; or (v) is inherently non-distinctive or non-proprietary in nature. This confidentiality provision shall survive termination or expiration of the Agreement.

7. **Representations & Warranties.**

1. Each Party represents and warrants that it is the owner of its Licensed Marks and holds a current trademark registration or otherwise possesses all rights to utilize its Licensed Marks without approval of any third party, and otherwise has the ability to perform its obligations hereunder.

2. Each Party represents and warrants that it has the right, power and authority to enter into this Agreement, grant the rights and benefits herein described and satisfy the obligations hereunder.
8. **Indemnification.**
1. Organization shall defend, indemnify and hold harmless Subaru, its respective directors, officers, employees, agents, and representatives, from and against any and all actions, claims, demands, liabilities, expenses, and costs, including, without limitation, reasonable attorney's fees and legal expenses, which arise out of any third party claim regarding: (i) the gross negligence or wilful misconduct of Organization in connection with Organization's performance (or failure to perform) under this Agreement, and/or (ii) Organization's breach of any representation made by Organization under this Agreement.
  2. Subaru shall defend, indemnify and hold harmless Organization, its respective directors, officers, employees, agents, and representatives, from and against any and all actions, claims, demands, liabilities, expenses, and costs, including, without limitation, reasonable attorney's fees and legal expenses, which arise out of any third party claim regarding: (i) the gross negligence or wilful misconduct of Subaru in connection with Subaru's performance (or failure to perform) under this Agreement, and/or (ii) Subaru's breach of any representation made by Subaru under this Agreement.
  3. These indemnification obligations by each Party to the other shall continue beyond the termination or expiration of this Agreement.
9. **No Solicitation.** In no event shall this Agreement be construed as a contract or agency agreement for Subaru to solicit or consult on the solicitation of contributions on behalf of Organization.
10. **Relationship Between the Parties.** The Agreement shall not create or be deemed to create any agency, partnership, or joint venture between the Parties.
11. **Books and Records.** Subaru shall maintain accurate books and records of all activities conducted pursuant to this Agreement during the Term and at least three (3) years thereafter. Subaru's books and records pertaining to this Agreement shall be made available for inspection and/or audit by Organization or its designated independent auditor at reasonable times upon the request of Organization.
12. **Waiver.** The failure of any Party at any time to require performance of any provision of, or resort to any remedy provided under, this Agreement, shall in no way affect the right of that Party to require performance or resort to a remedy at any time thereafter, nor shall the waiver by any Party of a breach be deemed to be a waiver of any subsequent breach.
13. **Severability.** If any term or provision of this Agreement is determined to be invalid, illegal, or incapable of being enforced by any law, regulation, or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect.
14. **Survival.** All of the terms of the Agreement which, by their express terms or by their nature, extend beyond the termination or expiration of the Agreement, shall survive the termination or expiration of this Agreement and remain in full force and effect.
15. **Assignment.** Neither Subaru nor Organization shall assign this Agreement, or any rights, interests, or obligations hereunder, without the prior written consent of the other Party.
16. **Notices.** All notices required or permitted to be given under this Agreement shall be deemed to have been duly given: (a) when delivered in person, (b) upon confirmation of

receipt when transmitted by facsimile transmission or by e-mail (but, in the case of e-mail, only if followed by delivery by national overnight courier or hand delivery on the next Business Day), (c) upon receipt after dispatch by registered or certified mail, postage prepaid, or (d) on the next Business Day if sent by national overnight courier (with confirmation of delivery). All such notices shall be delivered to the addressees listed below (or at such other address as may be furnished in writing to the notifying Party):

If to **City of Bloomington**  
Attn: **Virgil Sauder**  
Address:  
**3410 S. Walnut St., Bloomington, IN, 47401**  
Fax: 812-349-3440

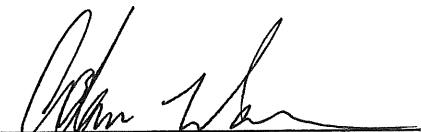
If to **Subaru**  
Attn: Alan Bethke, S.V.P – Marketing  
Address:  
One Subaru Drive, Camden, New Jersey, 08103  
Fax: 856-488-3274

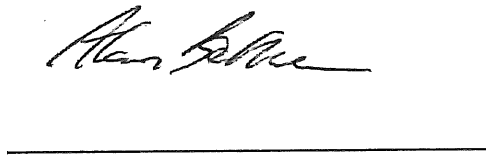
17. **Governing Law.** This Agreement shall be construed and governed by the laws of the state of New Jersey, without regard to conflicts of laws principles, and any dispute pertaining to this Agreement shall be brought exclusively in a court of competent jurisdiction within State of New Jersey, County of Camden.
18. **Entire Agreement.** This Agreement shall constitute the complete understanding of the Parties and shall supersede all prior written or oral agreements or understandings. This Agreement shall not be modified or amended except in writing signed by the authorized representatives of each Party. Notwithstanding any other provision herein, this Agreement is not effective unless and until the fully executed Agreement is received by Subaru.
19. **Counterparts.** The Agreement may be executed in one or more counterparts, each of which will be deemed an original, but together will constitute one and the same instrument. A facsimile (or other copy made by reliable mechanical means) of a signed Agreement may be relied upon as an original.

In WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives on the dates indicated below.

City of Bloomington

Subaru of America, Inc.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature



Adam Wason

Printed Name

arks Department

DPW - Director

Title

8/10/2022

Date

Alan Bethke

Printed Name

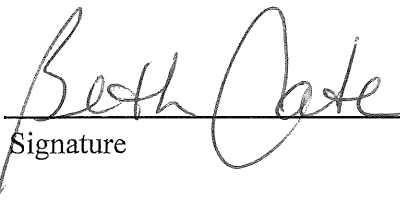
S.V.P - Marketing

Title

July 31st, 2022

Date

*A 2nd Organization signature required if Organization is located in Massachusetts, Tennessee, or Virginia.*

  
Signature

Beth Cate

Printed Name

Corporation Counsel

Title

August 10, 2022

Date

## EXHIBIT A

### TERMS OF THE CAMPAIGN

1. Description & Public Representation of the Campaign. Subaru will donate \$250 for every new Subaru vehicle sold or leased from November 17, 2022, through January 3, 2023, to the purchaser's choice of four national charities designated by the purchaser: ASPCA®, Make-A-Wish Foundation of America®, Meals On Wheels Association of America®, and the National Park Foundation, and at certain participating retailers, purchasers have an additional choice of a Hometown Organization ("Subaru Donation"). Organization has been selected as the Hometown Organization at the Retailer specified in section 3 of this Exhibit A. The four national charities will receive a guaranteed minimum donation of \$250,000 each.

Additional Retailer Donation: The Retailer specified in Section 3 of this Exhibit A will donate a minimum of \$50 per unit sold to be divided amongst each Hometown Organization registered to the Retailer for every new Subaru vehicle it sells or leases from November 17, 2022 through January 3, 2023 ("Additional Retailer Donation").

This promotion applies to all new Subaru vehicles (based on VIN numbers) sold or leased from November 17, 2022, through January 3, 2023. In order to designate which charity or organization will receive the \$250 from each purchase or lease, purchasers must make their designation on Subaru.com by January 13, 2023. This promotion is void in the state of Hawaii. See your local Subaru retailer for details or visit Subaru.com/share.

2. Promotional activities to be conducted. Promotional activities that will be undertaken by Subaru for the overall Campaign include various media and communication channels, including but not limited to, television, radio, social media, email, internet, print ads, and at Subaru retailers nationwide. Promotional activities with respect to Organization shall be limited to the Subaru retailer where Organization is designated as the Hometown Organization selection, promotion in local media, and acknowledgment of support in mission related events. Additional promotional materials may be developed for and throughout the duration of the Campaign to acknowledge Organization's participation in the Campaign, and highlight stories about Organization and its mission and activities, including the local events conducted in conjunction with the Campaign, and such materials may be used by Subaru in its promotional or marketing activities throughout the Term of the Agreement; provided, however, that any such materials used by Subaru following the end of the Campaign Period will not state or suggest that the Campaign is still continuing.
3. Marketing and Sales Territory. The marketing and sales territory applicable to Organization shall be limited to **Royal Subaru in Indiana.**
4. Exclusivity. Subaru shall be the exclusive corporate partner of Organization in the automotive industry during the Campaign Period. Organization agrees not to participate in any cause marketing promotion, corporate sponsorship, or similar relationship that would conflict with this exclusivity provision.
5. Campaign Period. November 17, 2022, through January 3, 2023.
6. Payment and Accounting.

1. Payment Schedule. Subaru shall pay Organization the Donation, (including the Subaru Donation, Additional Retailer Donation and Additional Service Donation, if any) in a lump sum payment by May 31, 2023.
2. Written Accounting of Sales. Subaru will provide a written accounting of the Donation amounts that benefited Organization as follows:
  1. Subaru Donation Amount based upon Customer Selections
  2. Additional Retailer Donation Amount
  3. Additional Service Donation Amount (if applicable)
  4. Organization portion of undesignated donations (if applicable)
3. Delivery of Payment. The Donation shall be made payable to **City of Bloomington** and sent to  
Name : **Virgil Sauder**  
Title: Director of Animal Care and Control  
Address: **3410 S. Walnut St. Bloomington IN 47401**  
Phone: **(812) 349-3870**  
Email: **sauderv@bloomington.in.gov**



## Board of Public Works Staff Report

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**Project/Event:** I. Fell 10<sup>th</sup> Anniversary Community Celebration

**Petitioner/Representative:** Beth Hamlin, I. Fell LLC

**Staff Representative:** Holly Warren

**Meeting Date:** August 30, 2022

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I Fell, LLC is requesting to close a portion of W. 4<sup>th</sup> Street between Rogers Street and the mid-block alley in the 400 block of W. 4<sup>th</sup> Street adjacent to the I Fell Building on Saturday, October 8, 2022 for a public celebration of the 10 year anniversary of the I Fell Studios and Galleries. Event hours are from 2:00 pm to 8:00 pm and they request that they be allowed to close the street at 12:00 p.m. for set up and commit to having it opened back up by 10:00 pm after clean up. As part of this event they are also requesting a noise permit.



## 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:	Beth Hamlin		
Contact Phone:		Mobile Phone:	812-345-4409
Title/Position:	Events Coordinator		
Organization:	I FELL LLC		
Address:	415 West 4 <sup>th</sup> St.		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	ifellbloomington@gmail.com		
Organization E-Mail and URL:			
Org Phone No:		Fax No:	

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

Organization Name:	TBA		
Address:			
City, State, Zip:			
Contact E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			

Phone Number:		Mobile Phone:	
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### 3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input checked="" type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)		
Date(s) of Event:	Saturday, October 8, 2022		
Time of Event:	Date: 10/08/22	Start: 2pm	Date: 10/08/22   End: 8pm
Setup/Teardown time Needed	Date: 10/08/22	Start: 12pm	Date: 10/08/22   End: 10pm
Calendar Day of Week:	Saturday		
Description of Event:	<p>I Fell 10th Anniversary Community Celebration  This project will be a public celebration of the 10 year anniversary of the I Fell Studios and Galleries. The event will be a multi-faceted event with live music, multiple artists displaying and selling their work, spoken word and food trucks. A special effort will be made to invite minority and underrepresented artists.</p>		
List of Street Closures (If applicable)	4 <sup>th</sup> Street east of Rogers between Rogers and alley		
Expected Number of Participants:	300 but less than 100 at any given time	Expected # of vehicles (Use of Parking Spaces to close): 12	

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

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

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

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

<input checked="" type="checkbox"/>	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked <ul style="list-style-type: none"> <li>• The ending point shall be clearly marked</li> <li>• The number of lanes to be restricted on each road shall be clearly marked</li> <li>• Each intersection along the route shall be clearly identified</li> <li>• A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and</li> <li>• The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<input checked="" type="checkbox"/>	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input checked="" type="checkbox"/> Not applicable
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required      * Determine if Barricades will be required
<input type="checkbox"/>	For larger events, you may be required to submit an Emergency Management Plan for review by the Bloomington Fire and Police Departments
<input checked="" type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input checked="" type="checkbox"/>	Beer & Wine Permit    in process <input type="checkbox"/> Not applicable

<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"/>	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 <ul style="list-style-type: none"> <li><input type="checkbox"/> Detailed Map</li> <li><input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other)</li> <li><input type="checkbox"/> Maintenance of Traffic Plan</li> <li><input type="checkbox"/> Noise Permit Application (if applicable)</li> <li><input type="checkbox"/> Certificate of Liability Insurance</li> <li><input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable)</li> <li><input type="checkbox"/> Beer and Wine Permit (if applicable)</li> <li><input type="checkbox"/> Waste and Recycling Plan (if applicable)</li> <li><input type="checkbox"/> Waste and Recycling Plan (if applicable)</li> </ul>
<input 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 checked="" type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	No Parking Signs <ul style="list-style-type: none"> <li><input type="checkbox"/> Board of Public Works approved events are provided by Department of Public Works (DPW)</li> <li><input type="checkbox"/> Contacted DPW at 812-349-3410 to request and schedule No Parking Signs</li> </ul>

**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>.**





CITY OF BLOOMINGTON

# NOISE PERMIT

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

## Application and Permit Information

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

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

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

## Event and Noise Information

Name of Event:	I FELL 10 <sup>th</sup> Anniversary Party			
Location of Event:	400 block of W 4th St. to alley			
Date of Event:	10/08/22	10/08/22	2:00	
Calendar Day of Week:	Saturday		8:00	
Description of Event:	I Fell 10th Anniversary Community Celebration This project will be a public celebration of the 10 year anniversary of the I Fell Studios and Galleries. The event will be a multi-faceted event with live music, multiple artists displaying and selling their work, spoken word and food trucks. A special effort will be made to invite minority and underrepresented artists.			
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker	Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:		

## Applicant Information

Name:	Beth Hamlin		
Organization:	I IFELL LLC	Title:	Events Coordinator
Physical Address:	415 West 4 <sup>th</sup> Street		
Email Address:	<a href="mailto:hamlin.beth@gmail.com">hamlin.beth@gmail.com</a>	Phone Number:	812-345-4409
Signature:		Date:	08/1/22

## FOR CITY OF BLOOMINGTON USE ONLY

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

<b>BOARD OF PUBLIC WORKS</b>	
_____	_____
Kyla Cox Deckard, President	Jennifer Lloyd, Vice-President
_____	_____
Date	Elizabeth Karon Secretary

# Waste and Recycling Management Plan Template

Event name: I Fell 10<sup>th</sup> Anniversary Party  
 Number of expected attendees: 300 but no more than 100 at any given time  
 Number of food vendors: 1-3  
 Number of other vendors: 10 artist booths

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

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

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

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

Type of waste	Collection plan
<Containers>*	<Recycling, composting, etc.>
<Mixed paper>4	<Recycling in on-site, designated bins staffed by volunteers>
<Food waste>4	Bins will be monitored and collected at the end of the event – removed from the street

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

**Collection and hauling system:** Describe where and how waste and recycling will be collected and separated. Include information on how attendees and vendors will be educated on where materials should be placed, including signage, pre-event training and publicity, volunteer-staffed waste management stations, etc. Angela Caldwell will supervise all refuse bins during the event and remove all types of waste from the street at the end of the event.

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

**Vendor and volunteer education and training:** Describe your plans for educating volunteers about waste and recycling management plans at the event, and vendors on what materials will be permitted in order to comply with the Plan and to minimize waste through both reduction and recycling. Angela Caldwell will train two volunteers to check hourly and monitor the four bins placed at each corner. The volunteers will remove any overflowing bins off site to our larger bins in the parking area behind the Fell building.

**Materials and supplies:** List the materials you plan to have on hand to implement the waste and recycling management plan, including bins, labels, bags, signage, etc. We will have four red recycling bins – one for each corner along with a trash receptacle for combined food/paper waste.

## NOTICE OF PUBLIC MEETING LETTER

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in the Public Right of Way for the I Fell 10th Anniversary Community Celebration.

The Board of Public Works meeting to hear this request will be August 30, 2022. Board of Public Works meetings are held virtually via zoom and in person in the Council Chambers of City Hall. Zoom information can be found on the Public Works web page at <https://bloomington.in.gov/boards/public-works> or you may also call 812.349.3411 for this information.

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

All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone you may call 812.349.3410 or email [public.works@bloomington.in.gov](mailto:public.works@bloomington.in.gov)

Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

BOARD OF PUBLIC WORKS CITY OF BLOOMINGTON, INDIANA

PETITIONER: I Fell LLC, tenant at the I Fell Building, 415 West 4th Street, Bloomington, IN

DATE:

You are invited to the

### I Fell 10th Anniversary Community Celebration

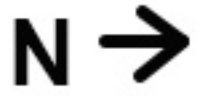
It's been 10 years since we took over the yellow brick building on the southeast corner of 4<sup>th</sup> and Rogers! We've slowly redeveloped the building, historically restoring it and filling it up with amazing artists, art shows, music, poetry and vegan donuts. We decided we should celebrate that accomplishment with a little party that includes all of those elements and we would really like you to join us!

Look for more detailed information to come displayed in our storefronts and on \_\_\_\_\_

**Contact Information- Other**

	<b><u>Location</u></b>	<b><u>Contact</u></b>	<b><u>Phone Number</u></b>
Maintenance of Traffic Plan	401 N. Morton St. Suite 130 Bloomington, IN	City of Bloomington Planning & Transportation	(812) 349-3423
Monroe County Health Department (Food Handler Permit)	119 W. 7th St. Bloomington, IN	Nicole Wagner	(812) 349-2543
Waste & Recycling Plan	401 N. Morton Street Suite 150	Autumn Salamack Economic & Sustainable Development	(812) 349.3837
Bloomington Board of Public Works	401 N. Morton St. Suite 120 Bloomington, IN	Christina Smith Dept. of Public Works OR Sean Starowitz Community Arts Director	(812) 349-3589 (812) 349-3534
Bloomington Parks and Recreation Department (Events on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Becky Barrick Higgins Community Events Manager	(812) 349-3700
Bloomington Fire Department  (If event will have any kind of open	300 E. 4th St. Bloomington, IN	Fire Administration	(812) 332-9763
Bloomington Police Department  (Parade Permit)	220 E. Third Bloomington, IN	Police Administration	(812) 339-4477
Master Rental	2022 W. 3 <sup>rd</sup> Street Bloomington, IN	Type 3 Barricades	(812) 332-0600

Indiana Traffic Services	3867 N. Commercial Parkway Greenfield, IN 46140	Type 3 Barricades	(317) 891-8065
Monroe County Emergency Management	2800 S. Kirby Road Bloomington, IN		(812)- 349-2546



I Fell 10th Anniversary Block Party  
W 4th Street Closure

-  Barricades
-  Trash Cans

**RESOLUTION 2022-66**  
**I FELL 10 YEAR ANNIVERSARY CELEBRATION**

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

WHEREAS, the City has committed itself to promoting the arts; and

WHEREAS, I Fell LLC is desirous of using W. 4<sup>th</sup> Street from the intersection of Rogers Street to the mid-block alley in the 400 block to host a public celebration of the 10 year anniversary of I Fell Studios and Galleries on Saturday, October 8, 2022.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Bloomington Board of Public Works declares that W. 4<sup>th</sup> Street from the intersection with Rogers Street to the mid-block alley in the 400 block shall be temporarily closed to traffic and parking, beginning at 12:00 p.m. until 10:00 p.m., on Saturday, October 8, 2022, for the purpose of hosting a public celebration of the 10 year anniversary of the I Fell Studios and Galleries, operating food trucks and providing entertainment including live music and multiple artists for the general public.
2. That I Fell LLC shall be responsible for posting "no parking" signs at least 24 hours in advance of the closing of the streets. Temporary "no parking" signs may be obtained from the City of Bloomington Department of Public Works.
3. That I Fell, LLC shall be responsible for placement and removal of barricades. I Fell, LLC is responsible for contacting the City of Bloomington Engineering Department for instructions on the type of and placement of said barricades. I Fell, LLC agrees to obtain at its own expense and place barricades to close the street, not before 12:00 p.m. and to remove barricades by 10:00 p.m. on Saturday, October 8, 2022.
4. The sponsors will be responsible for removing all trash that is a result of the event, to pick up litter including cigarette butts from the street and sidewalks within this block and to clean any grease or other food products from the pavement and sidewalks after the event. Cleanup shall be completed by 10:00 p.m. on Saturday, October 8, 2022.
5. That 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 music may be played during the hours of 2:00 p.m. and 8:00 p.m.
6. The sponsors shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.

RESOLUTION 2022-66

7. I Fell, LLC shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice (at least 48 hours in advance).
8. In consideration for the use of the City’s property and to the fullest extent permitted by law, I Fell, LLC, for itself, its officers, directors, agents, employees, members, successor 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.
9. That \_\_\_\_\_, 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 30<sup>th</sup> DAY OF AUGUST, 2022.

BOARD OF PUBLIC WORKS:

I FELL, LLC:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Jennifer Lloyd, Vice President

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Elizabeth Karon, Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





## **Board of Public Works**

### **Staff Report**

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**Project/Event: IU Fall Cycling Series Street Sprints, October 22, 2022**

**Petitioner/Representative: Indiana University Student Foundation**

**Staff Representative: April Rosenberger**

**Meeting Date: August 30, 2022**

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The Indiana University Student Foundation is sponsoring the IU Fall Cycling Series Street Sprints, a bicycle sprint race on Saturday, October 22, 2022 between 12:00 p.m. and 6:00 p.m. to raise funds for student scholarships. The riders race 200 meters on E. 7<sup>th</sup> Street between N. Forest Ave. and Showalter Fountain. In the fall semester, the series consists of three events, one of which is Street Sprints.



## 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:	Hank Duncan		
Contact Phone:	(812) 855-7816	Mobile Phone:	(502) 689-6356
Title/Position:	Little 500 Race Director		
Organization:	IU Student Foundation		
Address:	1606 N Fee Lane		
City, State, Zip:	Bloomington, IN 47408		
Contact E-Mail Address:	<a href="mailto:heardunc@iu.edu">heardunc@iu.edu</a>		
Organization E-Mail and URL:	<a href="mailto:iusf@indiana.edu">iusf@indiana.edu</a> / <a href="https://iusf.indiana.edu/">https://iusf.indiana.edu/</a>		
Org Phone No:	(812) 855-9152	Fax No:	(812) 855-0842

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

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

### 3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input checked="" type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	Saturday, October 22, 2022	
Time of Event:	Date: 10/22/2022 Start: 12:00 pm   Date: 10/22/2022 End: 6:00 pm	
Setup/Teardown time Needed	Date: 10/22/2022 Start: 8:00 am   Date: 10/22/2022 End: 7:30 pm	
Calendar Day of Week:	Saturday	
Description of Event:	<p>The Little 500 raises funds for student scholarships. In the fall semester, we hold our Fall Cycling Series to engage our students during the fall semester. This series consists of three events, one of which is Street Sprints, which we will hold on Saturday, October 22<sup>nd</sup>. We love to engage the Bloomington community and give our students the opportunity to race their bikes outside of Bill Armstrong Stadium. Riders race 200 meters from up to the Showalter Fountain on 7<sup>th</sup> Street.</p>	
Expected Number of Participants:	180	Expected # of vehicles (Use of Parking Spaces to close): 0—we need to close the road and NO cars can be parked on the road for safety reasons

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

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

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

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

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

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

<input type="checkbox"/>	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked <ul style="list-style-type: none"> <li>• The ending point shall be clearly marked</li> <li>• The number of lanes to be restricted on each road shall be clearly marked</li> <li>• Each intersection along the route shall be clearly identified</li> <li>• A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and</li> <li>• The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<input type="checkbox"/>	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required      * Determine if Barricades will be required
<input type="checkbox"/>	For larger events, you may be required to submit an Emergency Management Plan for review by the Bloomington Fire and Police Departments
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input type="checkbox"/> Not applicable

<input type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. <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"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

**8.  
CHECKLIST**

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

**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.**

**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		

# Waste and Recycling Management Plan Template

Event name: Little 500 Street Sprints  
 Number of expected attendees: 180  
 Number of food vendors: 0  
 Number of other vendors: 0

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

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

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

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

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

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

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

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

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

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

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

**Waste and Recycling Management Plan**

IUSF Little 500 Street Sprints

7<sup>th</sup> Street from the IMU Parking Lot to the Showalter Fountain

Saturday, October 22<sup>nd</sup>, 2022

12:00 pm – 6:00 pm (with set up beginning at 8:00 am, tear down complete by 7:30 pm)

# of expected attendees: 180

# of food vendors: 0

# of other vendors: 0

**Designated waste and recycling manager:** IUSF Little 500 Race Director Hank Duncan will brief all IUSF volunteers about properly depositing trash and recyclable products at the event. We will choose one individual to be the manager to ensure that products get placed in the correct receptacles.

**Targeted waste:**

Type of waste	Collection plan
Water and sports drink bottles	Recycling
Energy goo, beans, blocks wrappers	Waste bins
Zip ties, tape	Waste bins

**Collection and hauling system:** We will be using the waste and recycling bins already located on campus, as well as our own trash bags and bins by highly-populated areas the day of the event. We will verbally direct participants to properly dispose of their trash and recyclable materials over our microphone. All volunteers will be briefed as a reminder to place items in the correct bins.

**Contact Information- Other**

	<b><u>Location</u></b>	<b><u>Contact</u></b>	<b><u>Phone Number</u></b>
Maintenance of Traffic Plan	401 N. Morton St. Suite 130 Bloomington, IN	City of Bloomington Planning & Transportation	(812)349-3423
Monroe County Health Department (Food Handler Permit)	119 W. 7th St. Bloomington, IN	Sylvia Garrison, Administrator	(812) 349-2543
Waste & Recycling Plan	401 N. Morton Street Suite 150	Jackie Bauer Economic & Sustainable Development	(812) 349.3837
Bloomington Board of Public Works	401 N. Morton St. Suite 120 Bloomington, IN	Christina Smith Dept. of Public Works OR Sean Starowitz Community Arts Director	(812) 349-3589 (812) 349-3534
Bloomington Parks and Recreation Department (Events on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Becky Barrick Higgins Community Events Manager	(812) 349-3700
Bloomington Fire Department  (If event will have any kind of open	300 E. 4th St. Bloomington, IN	Fire Administration	(812) 332-9763
Bloomington Police Department  (Parade Permit)	220 E. Third Bloomington, IN	Police Administration	(812) 339-4477
Master Rental	2022 W. 3 <sup>rd</sup> Street Bloomington, IN	Type 3 Barricades	(812) 332-0600
Indiana Traffic Services	3867 N. Commercial Parkway Greenfield, IN 46140	Type 3 Barricades	(317) 891-8065
Monroe County Emergency Management	2800 S. Kirby Road Bloomington, IN		(812)- 349-2546



## **Maintenance of Traffic Plan**

IUSF Little 500 Street Sprints

East 7<sup>th</sup> Street between North Forrest Ave. and Showalter Fountain

Saturday, October 22<sup>nd</sup>, 2022

12:00 pm – 6:00 pm (with set up beginning at 8:00 am, tear down complete by 7:30 pm)

# of expected attendees: 180

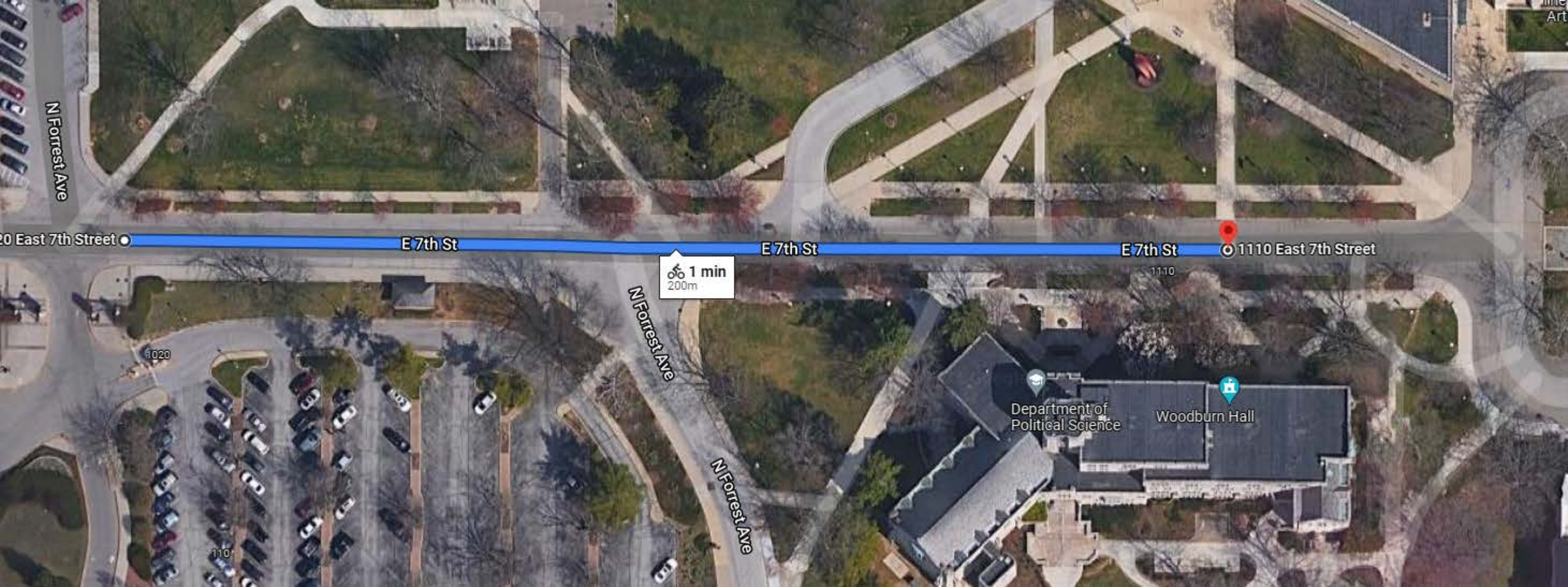
# of food vendors: 0

# of other vendors: 0

No parking signs will be placed by the School of Public Health. Road closure signs will be placed on 7<sup>th</sup> Street Thursday evening before the event.

Barricades will be placed at the following locations:

- I. N. Forrest Ave and E 7<sup>th</sup> St.
  - a. IU parking ticket booth
  - b. 4 barriers (water)
- II. N. Forrest Ave and E 7<sup>th</sup> St.
  - a. Intersection on south side of E 7<sup>th</sup> St.
  - b. 4 barriers (wooden or water)
- III. E 7<sup>th</sup> St. and Driveway between School of Public Health and Eskenazi Museum of Art
  - a. 2 barriers (wooden or water)
- IV. E 7<sup>th</sup> St. and Showalter Fountain
  - a. 6 barriers (water)



N Forrest Ave

0 East 7th Street

E 7th St

E 7th St

E 7th St

1110 East 7th Street

1 min  
200m

N Forrest Ave

N Forrest Ave

Department of  
Political Science

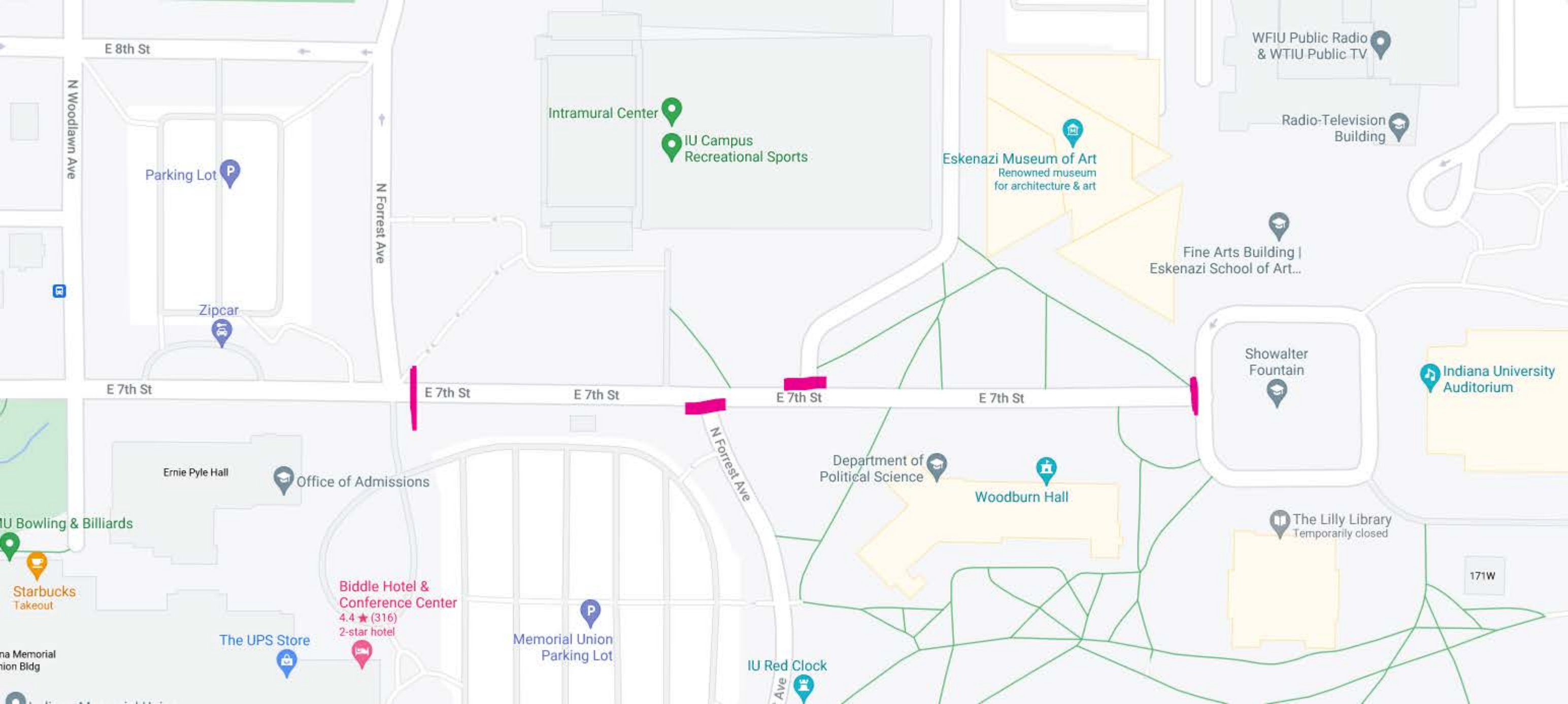
Woodburn Hall

1020

110

1110





E 8th St

N Woodlawn Ave

N Forrest Ave

Intramural Center

IU Campus Recreational Sports

Eskenazi Museum of Art  
Renowned museum for architecture & art

WFIU Public Radio & WTIU Public TV

Radio-Television Building

Fine Arts Building | Eskenazi School of Art...

Showalter Fountain

Indiana University Auditorium

E 7th St

E 7th St

E 7th St

E 7th St

E 7th St

N Forest Ave

Ernie Pyle Hall

Office of Admissions

Department of Political Science

Woodburn Hall

The Lilly Library  
Temporarily closed

171W

IU Bowling & Billiards

Starbucks Takeout

Biddle Hotel & Conference Center  
4.4 ★ (316)  
2-star hotel

The UPS Store

Memorial Union Parking Lot

IU Red Clock

Indiana Memorial Union Bldg

**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2022-67**

**IU FALL CYCLING SERIES STREET SPRINTS**

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

WHEREAS, the Indiana University Student Foundation has requested use of public streets to conduct an IU Street Sprints bicycle race as part of their Fall Cycling Series; and

WHEREAS, the Indiana University Student Foundation has agreed to provide all traffic control as deemed necessary and as instructed by Bloomington Engineering Department and/or Bloomington Police Department and to incur the complete cost; and

WHEREAS, the Indiana University Student Foundation has agreed to provide the City with a Certificate of Insurance which names the City of Bloomington as an additional insured.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS THAT:

1. The Indiana University Student Foundation (hereinafter "Sponsor") may close E. 7<sup>th</sup> Street from N. Forrest Ave to Showalter Fountain to conduct an IU Fall Cycling Series Street Sprints event between the hours of 12:00 p.m. and 6:00 p.m., with set up and tear down times beginning at 8:00 a.m. and ending at 7:30 p.m. on Saturday, October 22, 2022.
2. Sponsor shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Engineering Department. Sponsor shall obtain, and place at Sponsor's 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 appropriate. Sponsor shall not close the streets until 8:00 a.m. on Saturday, October 22, 2022 and shall remove barricades and signage by 7:30 p.m. on Saturday, October 22, 2022.
3. Sponsor shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
4. Sponsor shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures, and to obtain from any and all appropriate entities the necessary permission to use private property.
5. Sponsor shall be responsible for all clean-up that may be necessary as a result of the event to be completed by 7:30 p.m., Saturday, October 22, 2022.
6. That by granting permission to utilize City property to facilitate this activity, the Board of Public Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified music may be played during the hours of the event.
7. The City declares the above-described and approved event to be a Special Event for purposes of

Resolution 2022-67

Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.

8. Sponsor shall be responsible for notifying all emergency services, transit companies and cab companies by written notice and to the general public by notice to the press at least 48 hours in advance of the event. Flyers shall be hand delivered to all businesses affected by the traffic restriction. Notice shall include date and time of the event and the fact that vehicular traffic may be temporarily delayed at times.
9. Indiana University Student Foundation, its officers, directors, agents, employees, members, successors and assigns, does 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.
10. \_\_\_\_\_, by signing this agreement, represents that she/he has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 30th DAY OF AUGUST, 2022.

BOARD OF PUBLIC WORKS

INDIANA UNIVERSITY STUDENT FOUNDATION

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Jennifer Lloyd, Vice-President

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Elizabeth Karon, Secretary

\_\_\_\_\_  
Date



## Board of Public Works Staff Report

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**Project/Event:** Jill Behrman 5K Color the Campus Run  
**Petitioner/Representative:** Indiana University Recreational Sports  
**Staff Representative:** April Rosenberger  
**Meeting Date:** August 30, 2022

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Indiana University Campus Recreational Sports is sponsoring the Indiana University's only color run Saturday, October 22, 2022 from 11:00 a.m. – 1:30 p.m. with a setup/teardown time of 7:00 a.m. to 2:30 p.m. The run begins and ends at the SRSC on Law Lane and encompasses five color zones and various entertainment along the route: N. Fee Lane, E. 7<sup>th</sup> Street, Indiana Avenue, N. Union Street, and E. 10<sup>th</sup> Street. Security for the race will be provided by IUPD. Proceeds in part fund the Jill Behrman Emerging Leader Scholarship.



## 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:	Mike Jones		
Contact Phone:	812-856-3114	Mobile Phone:	440-225-9534
Title/Position:	Assistant Director, Student Personnel, Special Events, & Special Projects		
Organization:	IU Campus Recreational Sports		
Address:	Bill Garrett Fieldhouse 290, 1025 E 7th Street		
City, State, Zip:	Bloomington, IN, 47405		
Contact E-Mail Address:	mijone@iu.edu		
Organization E-Mail and URL:	http://recsports.indiana.edu/home.php		
Org Phone No:	812-855-5222	Fax No:	812-855-8809

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

Organization Name:	Buccto's Smiling Teeth		
Address:	115 South SR 46 BYP - Suite B		
City, State, Zip:	Bloomington, IN, 47408		
Contact E-Mail Address:	paul@bucctos.com		
Phone Number:	(317) 627-6235	Mobile Phone:	
Organization Name:	Delivery.com		
Address:	118 S Rogers St		
City, State, Zip:	Bloomington, IN, 47404		
E-Mail Address:	jthompson@mrdelivery.com		
Phone Number:	812-330-7293	Mobile Phone:	
Organization Name:	Kroger		
Address:	1175 S College Mall Rd		
City, State, Zip:	Bloomington, IN, 47401		
E-Mail Address:	michelle.terrell@stores.kroger.com		
Phone Number:	812-333-5766	Mobile Phone:	

### 3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input checked="" type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	Saturday, October 22, 2022	
Time of Event:	Date: Oct 22, 2022 Start: 11:00 AM	Date: Oct 22, 2022 End: 1:30 PM
Setup/Teardown time Needed	Date: Oct 22, 2022 Start: 7:00 AM	Date: Oct 22, 2022 End: 2:30 PM
Calendar Day of Week:		
Description of Event:	<p>The Jill Behrman 5K is IU's only color run. The event starts and ends at the SRSC on Law Lane and encompasses 5 color zones and various entertainment along the route. Before and after the event, participants gather in the SRSC's loading dock for a dance party with RS Group Exercise Leaders. Hospitality is provided at the end of the event on Law Lane.</p>	
List of Street Closures (If applicable)	Indiana Ave. between 4th St. and 10th St. See attached route - all streets on the route are subject to rolling closures (managed by IUPD) whenever runners are on the street.	
Expected Number of Participants:	1,000	Expected # of vehicles (Use of Parking Spaces to close): 200 parking in the SRSC and adjacent lots. Most people walk to the event.



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

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

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

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

<input type="checkbox"/>	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked <ul style="list-style-type: none"> <li>• The ending point shall be clearly marked</li> <li>• The number of lanes to be restricted on each road shall be clearly marked</li> <li>• Each intersection along the route shall be clearly identified</li> <li>• A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and</li> <li>• The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<input type="checkbox"/>	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required      * Determine if Barricades will be required
<input type="checkbox"/>	For larger events, you may be required to submit an Emergency Management Plan for review by the Bloomington Fire and Police Departments
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input type="checkbox"/> Not applicable

<input type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. <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"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

## 6. CHECKLIST

<input type="checkbox"/>	Determine what type of Event
<input type="checkbox"/>	Complete application with attachment <ul style="list-style-type: none"> <li><input type="checkbox"/> Detailed Map</li> <li><input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other)</li> <li><input type="checkbox"/> Maintenance of Traffic Plan</li> <li><input type="checkbox"/> Noise Permit Application (if applicable)</li> <li><input type="checkbox"/> Certificate of Liability Insurance</li> <li><input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable)</li> <li><input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable)</li> <li><input type="checkbox"/> Waste and Recycling Plan (if applicable)</li> </ul>
<input 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)
<input type="checkbox"/>	No Parking Signs <ul style="list-style-type: none"> <li><input type="checkbox"/> Board of Public Works approved events are provided by Department of Public Works (DPW)</li> <li><input type="checkbox"/> Contacted DPW at 812-349-3410 to request and schedule No Parking Signs</li> </ul>

**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>.**



CITY OF BLOOMINGTON

# NOISE PERMIT

City of Bloomington  
401 N. Morton St., Suite 120  
Bloomington, Indiana 47404  
812-349-3410

## Application and Permit Information

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

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

Contact April Rosenberger with any questions: (812) 349-3410 or [april.rosenberger@bloomington.in.gov](mailto:april.rosenberger@bloomington.in.gov)

## Event and Noise Information

Name of Event:	Jill Behrman Color the Campus 5K		
Location of Event:	SRSC 1601 Law Lane, Bloomington, IN 47405		
Date of Event:	October 22, 2022	Time of Event:	Start: 11:00 AM
Calendar Day of Week:			End: 1:30 PM
Description of Event:	<p>The Jill Behrman 5K is IU's only color run. The event starts and ends at the SRSC on Law Lane and encompasses 4 color zones and various entertainment along the route. Before and after the event, participants gather in the SRSC's loading dock for a dance party with RS Group Exercise Leaders. Hospitality is provided at the end of the event on Law Lane.</p> <p>-Amplified sound/loudspeaker will be located at the SRSC -Drumline on the corner of Law Lane and Jordan Ave.</p>		
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit: Jill Behrman Emerging Leader Scholarship	

## Applicant Information

Name:	Mike Jones		
Organization:	Indiana University Campus Recreational Sports	Title:	Assistant Director, Student Personnel, Special Events, & Special Projects
Physical Address:	Bill Garrett Fieldhouse 290, 1025 E 7th St., Bloomington, IN 47405		
Email Address:	mijone@iu.edu	Phone Number:	812-856-3114
Signature:	<i>Mike Jones</i>	Date:	05/31/2022

## FOR CITY OF BLOOMINGTON USE ONLY

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

<b>BOARD OF PUBLIC WORKS</b>	
_____	_____
Kyla Cox Deckard, President	Beth H. Hollingsworth, Vice-President
_____	_____
Date	Elizabeth Karon, Secretary

# Waste and Recycling Management Plan Template

Event name: Jill Behrman Color the Campus 5K  
Number of expected attendees: 1000  
Number of food vendors: 3  
Number of other vendors: 0

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

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

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

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

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

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

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

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

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

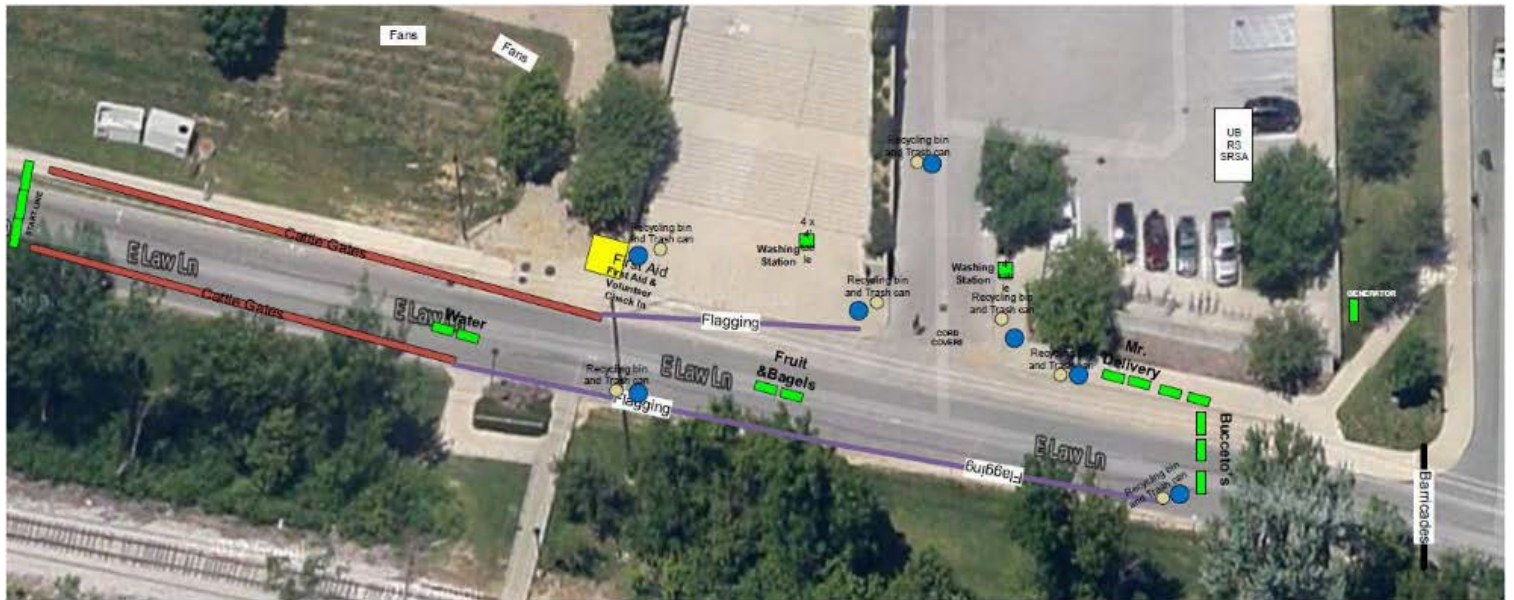
**Materials and supplies:** List the materials you plan to have on hand to implement the waste and recycling management plan, including bins, labels, bags, signage, etc.

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



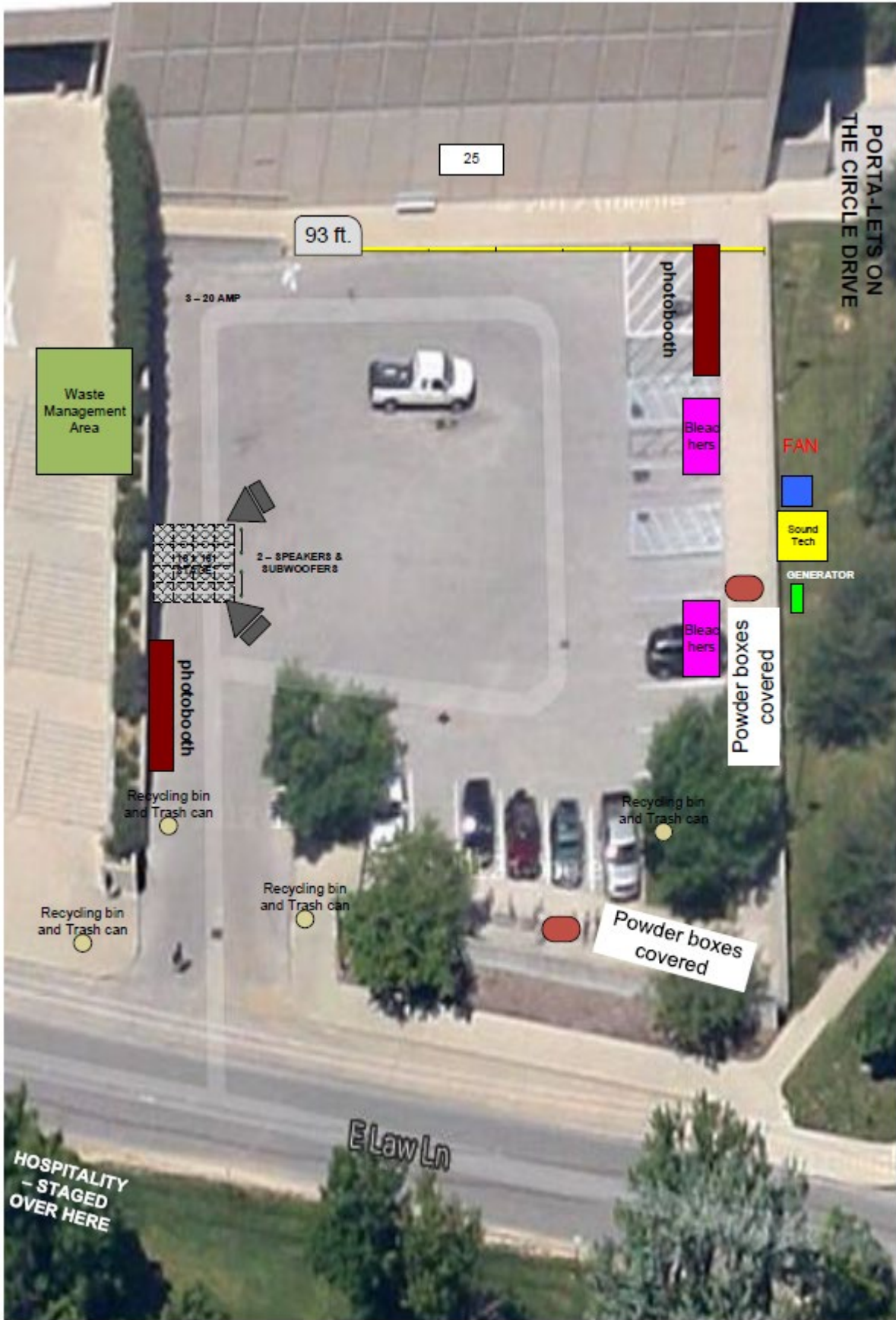
## Event Map

(A)– **Start/Finish.** The start and finish area will be in front of the SRSC on Law Lane. Trash receptacles and recycling bins that will be clearly labeled and strategically placed around food vendors, adjacent to washing stations and places participants congregate. RS staff are responsible for final clean up at the conclusion of the event.



(B) **Pre and post race party area.** The SRSC loading dock will serve as the location for the pre and post event dance party takes place. Trash receptacles and recycling bins that will be clearly labeled and strategically placed throughout this area. RS staff are responsible for final clean up at the conclusion of the event.





25

93 ft.

3 - 20 AMP

Waste Management Area

2 - SPEAKERS & SUBWOOFERS

photobooth

Bleachers

FAN

Sound Tech

GENERATOR

Bleachers

Powder boxes covered

Recycling bin and Trash can

Recycling bin and Trash can

Recycling bin and Trash can

Recycling bin and Trash can

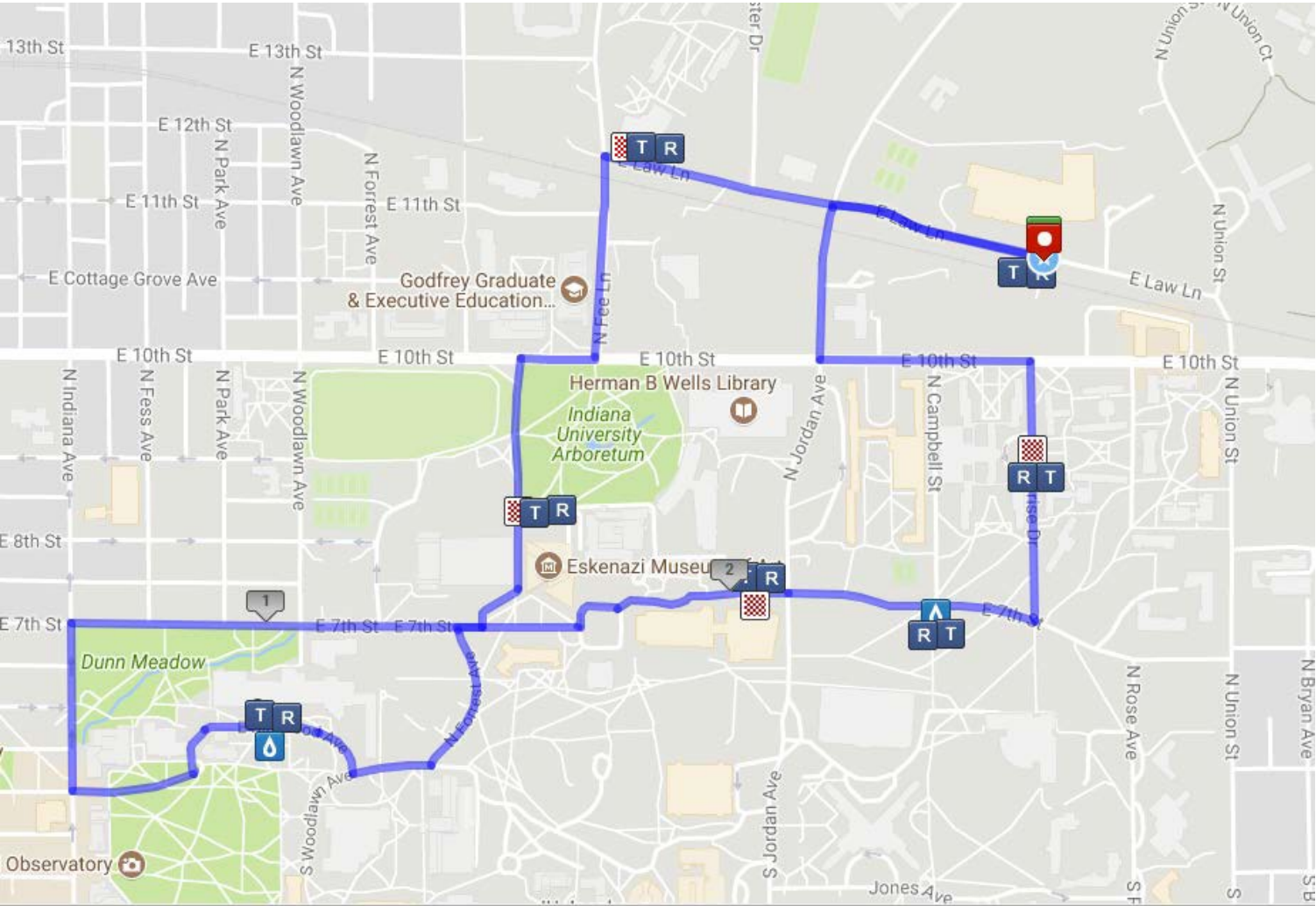
Powder boxes covered

E Law Ln

HOSPITALITY - STAGED OVER HERE

PORTA-LETS ON THE CIRCLE DRIVE

(C) **Event Route.** All trash and recycling will be brought back to the SRSC by the RS Facility Support staff for sorting and appropriate disposal. RS staff are responsible for final clean up at the conclusion of the event. The color zones are designated by the red checkered boxes and the water stops by the blue rain drop symbol.





## JB5K Fall 2022 Risk Management Plan

**EVENT:** JB5K Color the Campus

**DATE OF EVENT:** October 22, 2022

**On-Site Professional:** TBD

### PRE-EVENT NOTIFICATIONS

Email notification will be sent out to the following groups at the times scheduled below:

Business/Organization	Method	Timing
Campus and Bloomington Bus Systems	Email	Mid Sept and 2 weeks prior to the event
IU Health Ambulance Service & Bloomington Fire Department	Email	Mid Sept and 2 weeks prior to the event
IU Greek life	Email	Mid-September & 1 week prior to event
IU Residential Programs & Services	Email	Mid-September & 1 week prior to event
Effected campus buildings	Email	Mid-September & 1 week prior to event

Sample email:

Bloomington Police Department, Bloomington Fire Department, Campus Bus Service, Bloomington Transit, IU Health Ambulance Service

*Dear [ ],*

*On Saturday October 22<sup>nd</sup>, Indiana University Campus Recreational Sports will be hosting the Jill Behrman 5K Color the Campus Run that was first established in 2000. We are expecting around 1,000 participants and volunteers at this event, which will start at 11:00 am and end at approximately 1:00 pm. The race route starts at the Student Recreational Sports Center (SRSC) on Law Lane and winds through central campus and back to the SRSC.*

*We wanted you to be aware of temporary road closures that you may encounter during this time. **Please see that attached map.** IUPD is providing safety and traffic control throughout the event.*

*Please let us know if you have any questions.*

*Best,*

**EMERGENCY RESPONSE:**

1. Request that four (4) Risk Management First Responders be scheduled for the event to be on site stationed in the following locations with appropriate emergency equipment including standard FA equipment, RS radio, accident/incident reports, UP-PDT kit and AED & radios equipped with ear pieces.

Location	On-site at location	RMFR
SRSC First Aid tent	9:30 AM	
Between color zones 1 (east entrance to SPH) and 2 (north side of the Neal Marshall Center)	10:45 AM	
At color zone 3 on Sunrise	10:45 AM	
Central Campus near the water stop on the back side of the IMU	10:45 AM	

2. The Coordinator for Risk Management will request ALS (Advance Life Support) person with non-transport vehicle coverage for the event.
3. A map of the race route with IUPD coverage locations can be found on the last page of this document. IUPD will be responsible for managing traffic along the event route. The RS assistant director for Risk Management will distribute this map to the RS RMFR staff and the IU Health Ambulance Service.
4. Facility Support & the RS staff assigned to race route logistics will be responsible for setting up barricades along the race route.
5. Mike Grannan will be responsible for inspecting the course and insuring that IUPD, the Risk Management First Responders and emergency response units are in their designated locations with appropriate equipment.
6. Sgt. David Wilson is the POC for IUPD. 18 IUPD officers will be stationed throughout the course with lead and trailing officers on bicycles. The lead and trialing officers are in constant contact with the other officers providing race coverage in order to effectively and safely manage traffic.
7. IU Health non-transport vehicle will be stationed on Woodlawn Avenue in the alley to the west of Ernie Pyle Hall. They will be on-site from 10:30am-12:30pm. After that time the RS RMFR will continue to be stationed at the SRSC loading dock area until the event closes at 1:30pm.

8. Volunteers will be given the following instructions on a sheet of paper to have with them on race day:

**IMPORTANT SAFETY INFORMATION**

The safety of the participants and volunteers is of utmost importance to us. In the event of a medical or other emergency:

- **Call 911 immediately**
- Then call 812-855-3225 (Recreational Sports emergency phone)

Please note that IUPD officers are stationed throughout the race route so emergency personnel can be on the scene quickly.

**PLEASE RETURN ANY SUPPLIES TO THE INFORMATION TENT AT THE SRSC AFTER THE EVENT AND JOIN IN THE DANCE PARTY! THERE WILL BE PLENTY OF POWDER LEFT FOR YOU!**

9. The RS On-Site Professional (OS) will be at the race monitoring the cell phone. If they receive a call, they will go to the site of the accident in order to assist with the situation and to gather information.
10. In the event of an accident, the RMFR will attempt to reach IU Health Bloomington Ambulance (stationed at Woodlawn & 7<sup>th</sup> Street) via radio on Channel 3. If the ambulance service cannot be reached after two attempts, then the RMFR is directed to call a Code Red through Bill Garrett Fieldhouse (BGF) Member Services.
  - a. Mike Grannan will respond to all accidents/incidents throughout the course to ensure continuity and efficiency of care in coordinating between IU Health Ambulance Service and Risk Management First Responders
11. All Recreational Sports personnel and volunteers will be directed to call 911 first in the event of an emergency. The ambulance on site and IUPD will both then be alerted by the emergency dispatcher and able to respond quickly.

**COMMUNICATION:**

1. In the event of an emergency, BGF Member Services will call the On-Site Professional on the OS cell phone and radio Mike Grannan who will direct the appropriate RMFR to respond. All others should remain in their assigned locations unless otherwise directed.
2. Staff members will be asked to bring RS communication radios to the event to assist with communication. All facility support staff will be issued radios.

Person (TBD)	Has	Area	Radio
Jones, Mike		General	Check out an ext mic radio from SRSC- MG will get you the earpiece
Geary, Chris	*	General	Issued
Special Event PAs (2)		General	Check out an ext mic radio from SRSC- MG will get you the earpiece
Mirza, Anmar	*	Risk Mgmt	Scanning radio w/ earpiece
Grannan, Mike	*	Risk Mgmt	Scanning radio w/ earpiece
RMFR (4)		Risk Mgmt	Mike will get Radios from SRSC for RMFRs
IUPD (2)		Risk Mgmt	Mike will distribute one or two radios to IUPD
IU Health Ambulance		Risk Mgmt	Anmar will distribute one radio from Mike
Arvin, Chris	*	Race Route	Issued
Pedersen, John	*	Facility Support	Issued
Cox, Tom	*	Facility Support	Issued
O'Donnell, James	*	Facility Support	Issued

Polley, Will	*	Facility Support	Issued
Edelbrock, Kellen	*	Color Zone Support	Issued
Miller, Mark		Color Zone 1 – Law Lane	SRSC
Caldwell, Justin		Color Zone 2 – SPH	BGF
Smith, Shelby		Color Zone 3 – Neal-Marshall	BGF
McGhee, Mandy		Color Zone 4 - Teter	SRSC
Chopra, Chris		Water Stop 1	BGF
Kido, Satoshi		Water Stop 2	BGF
Graskewitz, Brett	*	Volunteers – Sample Gates	Issued
Bowdoin, Brady	*	Volunteers – SRSC	Issued
Jones, Rebecca		Volunteers – Neal Marshall	BGF
Landrum, Katie		SRSC Dance Party	SRSC
Fitzgerald, Ryan		Race Route Logistics	RSFC
Tucker-Ramer, Jason		Race Route Logistics	RSFC
Jamriska, Jim	*	Emcee	Issued
DeLong, Alexis		Race Route Logistics	RSFC
Spence, Josh		Race Route Logistics	RSFC

3. Radio communication for the race will take place on Channel 3 as to not interfere with other RS radio communication. Mike Grannan’s radio will scan channels 1 & 3.
4. **Important-** After the race, staff will be reminded to turn their radio in immediately upon their return to the SRSC before it gets saturated with powder. The radios that get powder on them **must** be cleaned and inspected before they get returned to the respective EQ’s for check out. So- if it is clean, return it, put it up, or lock it down somewhere before it gets coated with powder. If you are at the SRSC and it belongs at BGF get it to Mike and he will get it back where it belongs.

## Inclement Weather Plan

*This plan addresses issues including wind, rain, thunder & lightning and tornados.*

### Monitoring of Weather Conditions

- Although many RS staff will be monitoring weather conditions via cell phone, Student Recreational Sports Center (SRSC) Member Services and RM Coordinator and or Assistant Director will be tasked with this responsibility and they will communicate directly with **Mike Grannan**.

### Rain Rates

<0.10 inches per hour	Light
0.10-.30 inches per hour	Moderate
>.30 inches per hour	Heavy

### Communication

- At 6am Chris Geary and Tom Cox will report to the SRSC to evaluate weather conditions and work with Markey's to determine set up options in the event of inclement weather.
- Official communication to RS staff regarding race cancellation or postponements will be handled via the RS radios by Mike Grannan.
- Social media and the JB5K.com website will be used to communicate with event participants. Member Services in both buildings will also be notified of any updates in order to be able to respond to questions via the Recsport email account or those received by phone.
- Participants will be instructed to follow @IURecsports on Twitter to receive updates throughout the event via announcements by the emcee and via an email that will go out today.

### Set up

- A set up call on sound/stage will need to be made by 6:30 am.
  - Markey's will bring GFI break switches to protect staff and equipment
  - Markey's will adhere to their weather decision matrix (see appendix) for set up limitations.
- John Pedersen will make the call regarding the use of the truss systems at the stage and start/finish area. If wind gusts are predicted to exceed 15 miles per hour, the truss WILL NOT be set up.

### Race Route

#### Prior to the start of the event:

- If lightening is seen or thunder heard, the race start will be postponed 30 minutes.
- This will continue until noon at which time the event will be cancelled.
- The following announcement will be made several times prior to the start of the event:

Good morning everyone and welcome to Campus Recreational Sports' Annual Jill Behrman Color the Campus 5K. **For your safety and the safety of all race personnel, if you see lightning or hear thunder during the race, please seek shelter in the nearest campus building closest to wherever you are on the route. If while you are on the course and you get to a color zone or water station and no one is there, they have evacuated due to safety concerns and you should do the same.**

## In the event of weather that requires event stoppage:

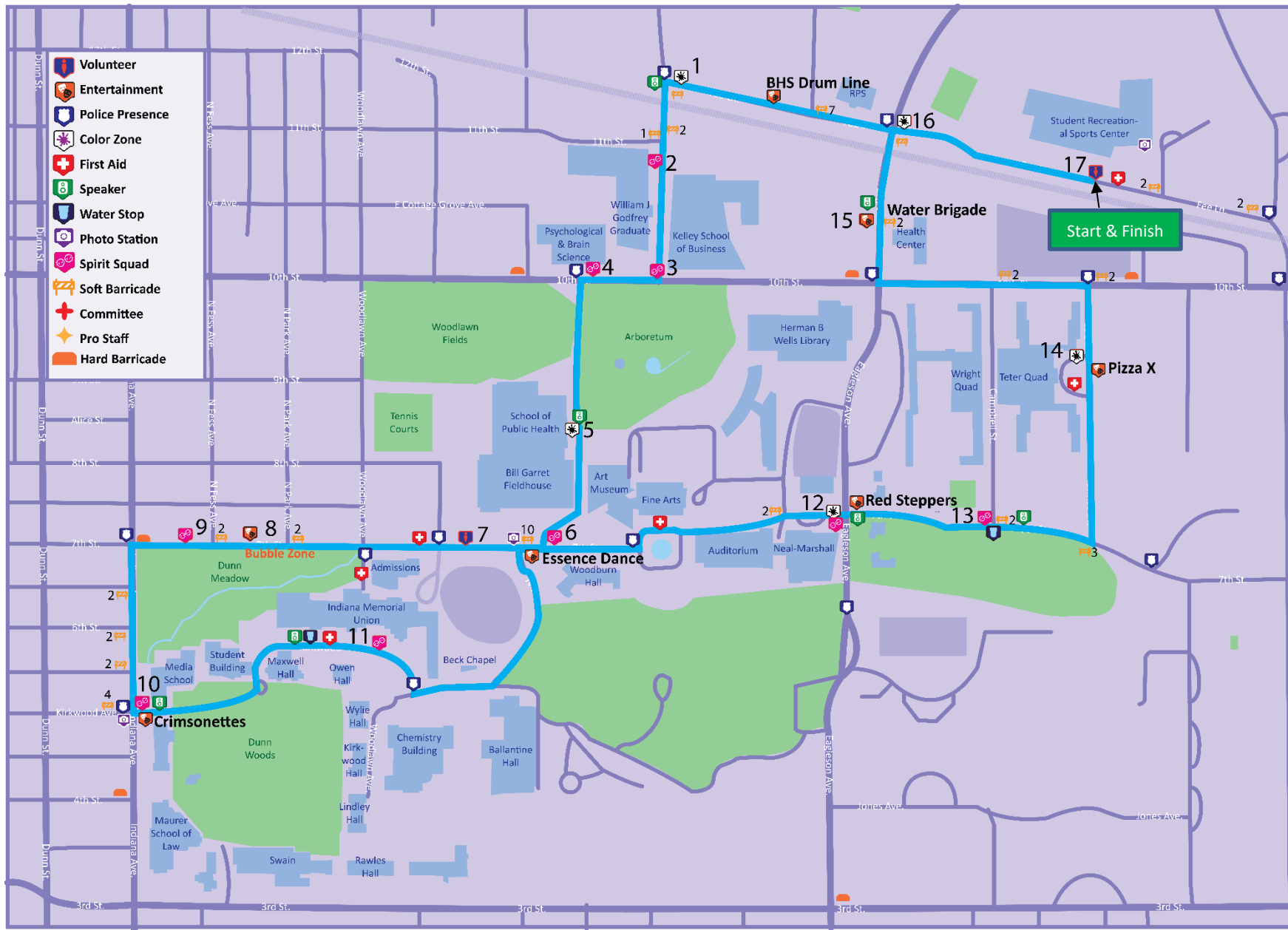
- If lightning is seen or thunder heard, the race will be stopped and participants, RS staff and volunteers will be instructed that they are advised to seek shelter immediately. If there is a sound system in the area – they will be instructed to take it with them if possible.
- In the event of the 10 mile notification, Mike Grannan will monitor the track and make the call.
- Notifications
  - IUPD will be notified via radio by Mike Grannan
  - RS staff will be notified via radio by Mike Grannan –
    - Staff should notify participants and volunteers in their area and evacuate to the nearest facility taking radios and any portable sound systems with them if possible.
    - Evacuation options for color zones, water stops and entertainment are listed below.
  - JB5K Committee will be notified via Group Me
  - Marketing will update social media
- IUPD officers will assist RS staff as needed; however, their focus will remain on traffic flow and pedestrian safety.
- Officers will verbally advise participants of any safety concerns and/or have a few squad cars make announcements over the PA system as they drive by.
- Participants will not be forced to seek shelter, though it would be in their best interest if lightning should occur.
- Signs will be left at the water stop and color zone indicating that they should seek shelter
- Golf carts are not considered vehicles and should be parked and the driver and any passengers should take the cart key and seek shelter in the nearest building.
- Kubotas are considered vehicles so they can remain on the road and will be used to drive the course to notify any participants who remain.

## Markey's Sound and Stage Weather Decision Matrix

### WEATHER DECISION MATRIX

		Department Affected				
		Speakers Ground Supported	Sound Electronics	Video, Projection & Display	Temp Structure, staging/décor	FOH Control Area
THREAT OR CONDITION	Light to Moderate Rain	COVER	COVER	COVER	MONITOR	MONITOR
	Heavy Rain	SECURE & COVER	SECURE & COVER	SECURE & COVER	SECURE & COVER	SECURE & COVER
	Flooding or Saturated Turf	MONITOR or RELOCATE	MONITOR or RELOCATE	MONITOR or RELOCATE	MONITOR or RELOCATE	MONITOR or RELOCATE
	Thunder Heard Lightening Seen	MONITOR	MONITOR	MONITOR	MONITOR	MONITOR
	Thunderstorm Watch	MONITOR	MONITOR	MONITOR	MONITOR & follow HWAP	MONITOR
	Thunderstorm Warning	SECURE & COVER	SECURE & COVER	SECURE & COVER	SECURE & COVER	SECURE & COVER
	Winds 15-25 MPH	LOWER & SECURE	LOWER & SECURE	LOWER SCREENS & SECURE	LOWER & SECURE	LOWER & SECURE
	Winds 25-40 MPH	LOWER & SECURE	SECURE	LOWER SCREENS & SECURE	SECURE, follow HWAP	SECURE
	Winds +40 MPH or Tornado Warning	LOWER & SECURE	SECURE & COVER	SECURE & COVER	SECURE, follow HWAP	SECURE & COVER
	Heat Index	MONITOR	MONITOR	MONITOR	MONITOR	MONITOR
	Windchill (working outdoors)	MONITOR	MONITOR	MONITOR	MONITOR	MONITOR
	Snow Emergency					





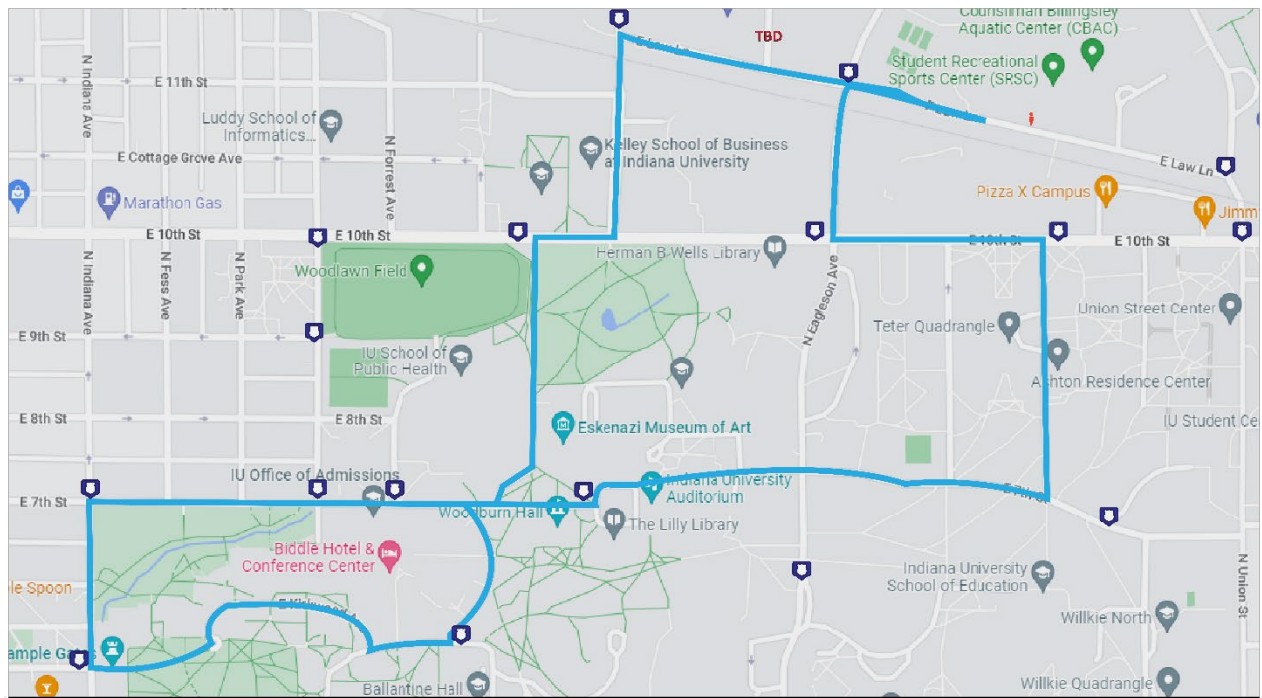
## Bloomington Business Notice of Event

[customer@bloomingtontransit.com](mailto:customer@bloomingtontransit.com)

Bloomington Transit,

I am reaching out to you to let you know about an event taking place on **Saturday, October 22<sup>nd</sup>, 2022** that will potentially affect the current bus routes. Every year, IU Recreational Sports hosts the Jill Behrman 5K Color the Campus Run/Walk to honor the memory of Jill Behrman. The event takes place from 11 AM- 1 PM, and the race route goes through the center of IU's campus. Streets will begin to be blocked off at **10:30 AM**. I have included a map of the race route, so you are able to see a map of the road closures and the location of IU Police Department officers. I have copied my supervisor, Chris Geary, to this email so she may help answer any questions you may have. We will send out additional reminders as we get closer to the event, but we wanted to get this on everyone's radar.

Please feel free to contact Mike Jones, cc'd above, or me to let us know if you have any questions.



Best,

Send this email to the following services/organizations on and around campus 1 month and 2 weeks out from the event.

IU Health Ambulance Service – Amy Fish [afish@iuhealth.org](mailto:afish@iuhealth.org)  
Bloomington PD – Chief Michael Diekhoff [diekhofm@bloomington.in.gov](mailto:diekhofm@bloomington.in.gov)  
Bloomington FD – Chief Jason Moore [moorja@bloomington.in.gov](mailto:moorja@bloomington.in.gov)  
SPH – Dean David Allison [allison@iu.edu](mailto:allison@iu.edu)

Attach: [\\bl-recs-goalie\Activities\JillBehrman 5k\JB5K 18\RaceRoute\JB5K18 Route IUPD.pdf](#)

Dear \_\_\_\_\_,

On Saturday, October 22<sup>nd</sup>, Indiana University Campus Recreational Sports will be hosting the Jill Behrman 5K Color the Campus Event that was first established in 2000. We are expecting around 750 participants and volunteers at this event, which will start at 11:00 am and end at approximately 1:00 pm. The race route starts at the Student Recreational Sports Center (SRSC) on Law Lane and winds through central campus and back to the SRSC.

We wanted you to be aware of temporary road closures that you may encounter during this time. **Please see the attached PDF.** IUPD is providing safety and traffic control throughout the event.

Please feel free to contact Mike Jones, cc'd above, or me to let us know if you have any questions.

Best,

Hello,

On Saturday October 22<sup>nd</sup>, Indiana University Campus Recreational Sports will be hosting the Jill Behrman 5K Color the Campus Event that was first established in 2000. We are expecting around 750 participants and volunteers at this event, which will start at 11:00 am and end at approximately 1:00 pm. The race route starts at the Student Recreational Sports Center (SRSC) on Law Lane and winds through central campus and back to the SRSC.

We wanted you to be aware of temporary road closures that you may encounter during this time. **Please see the attached PDF.** IUPD is providing safety and traffic control throughout the event.

Please feel free to contact Mike Jones, cc'd above, or me to let us know if you have any questions.

Best,

**BOARD OF PUBLIC WORKS  
RESOLUTION 2022-68**

**JILL BEHRMAN 5K COLOR THE CAMPUS RUN**

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

WHEREAS, Indiana University Campus Recreational Sports has requested use of city streets to conduct the a 5K race, which provides support for the Jill Behrman Emerging Leader Scholarship; and

WHEREAS, Indiana University Campus Recreational Sports has agreed to provide any traffic control as deemed necessary and as instructed by Bloomington Engineering Department and/or Bloomington Police Department and to incur the complete cost; and

WHEREAS, Indiana University Campus Recreational Sports, herein after “Sponsors”, has agreed to provide the city with a Certificate of Insurance which names the City of Bloomington as an additional insured.

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 City streets may be utilized to conduct the Jill Behrman 5K Color the Campus Run between the hours of 7:00 a.m. and 2:30 p.m. with the event time of 11:00 a.m. to 1:30 p.m. on Saturday, October 22, 2022
2. The City of Bloomington Board of Public Works agrees that vehicular traffic may be restricted for short periods of time on sections of city streets as per the map shown.
3. IU Campus Recreational Sports shall be responsible for developing an MUTCD compliant Maintenance of Traffic Plan to be approved by the Engineering Department.
4. IU Campus Recreational Sports shall obtain, and place at their own expense, any security measures which are deemed prudent and necessary by Bloomington Police Department which may include, but are not limited to: anti-vehicle barriers or protections; pedestrian barriers; and other engineering controls or personnel as deemed appropriate.
5. By granting permission to utilize City property to facilitate this activity, the Board of Public Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified music may be played during the hours of the event.
6. The sponsors shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures, and to obtain from the appropriate entity for permission to use Indiana University property.
7. The sponsors shall be responsible for all clean-up that may be necessary as a result of the event to be completed by 2:30 p.m. Saturday, October 22, 2022
8. The sponsors shall be responsible for notifying all emergency services, transit companies and

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local cab companies by written notice and to the general public by notice to the press well in advance of the event. Signs should be installed on routes as directed by City staff to inform the general public of possible delays on the day of the event. Notice and signs shall include date and time of the event and the fact that vehicular traffic may be temporarily delayed at times.

- 9. \_\_\_\_\_, 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.
- 10. In consideration for the use of the City’s property and to the fullest extent permitted by law, Indiana University Campus Recreational Sports, 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 offices, 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.

ADOPTED THIS 30th DAY OF AUGUST, 2022.

**BOARD OF PUBLIC WORKS:**

**IU Campus Recreational Sports**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Jennifer Lloyd, Vice-President

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Elizabeth Karon, Secretary

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date



## Board of Public Works Staff Report

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**Project/Event:** Greater Bloomington Chamber of Commerce

**Petitioner/Representative:** Joy Brown

**Staff Representative:** April Rosenberger

**Meeting Date:** August 30, 2022

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The Greater Bloomington Chamber of Commerce is requesting permission to close 6th Street between Rogers St. and Madison St. outside of the Chamber office on Friday, October 7, 2022 from 3-6 PM. The Block Party event is open to the public, inviting both Chamber members and the surrounding Bloomington community. The Chamber will provide food and beverages to attendees by partnering with local food trucks and an alcohol vendor. The event is designed to be informal, communitive, informative, fun, and flexible providing the community a chance to attend at any time. The purpose of the event is to grow and enrich the Chamber's existing affinity groups: Bloomington Women In Leadership and Young Professionals Bloomington; to welcome the newly revamped Black-Owned Business and Latinx-Owned Business affinity groups; to encourage the start of future groups; to create long-lasting members and build a stronger connection with the larger Bloomington community.

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## 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:	Joy Brown		
Contact Phone:	812-676-2008	Mobile Phone:	
Title/Position:	Events Coordinator		
Organization:	Greater Bloomington Chamber of Commerce		
Address:	421 W. 6th Street, Suite A		
City, State, Zip:	Bloomington, IN, 47404		
Contact E-Mail Address:	jbrown@chamberbloomington.org		
Organization E-Mail and URL:	info@ chamberbloomington.org	http://www.chamberbloomington.org/	
Org Phone No:	812-336-6381	Fax No:	

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

Organization Name:	JD's Taste of Chicago		
Address:			
City, State, Zip:	Bloomington, IN		
Contact E-Mail Address:	darwin.jdtoc@gmail.com		
Phone Number:	(812) 325-4859	Mobile Phone:	
Organization Name:	Serena's Food Hut		
Address:	PO Box 5752		
City, State, Zip:	Bloomington, IN 47407		
E-Mail Address:	lupizza1@yahoo.com		
Phone Number:	(812) 320-4036	Mobile Phone:	
Organization Name:	Cardinal Spirits		
Address:	922 S. Morton St		
City, State, Zip:	Bloomington, IN 47404		
E-Mail Address:	hello@cardinalspirits.com		
Phone Number:	(812) 202-6789	Mobile Phone:	



### 3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input checked="" type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)		
Date(s) of Event:	October 7, 2022		
Time of Event:	Date: 10/07/2022	Start: 3:00PM	Date: 10/07/2022 End: 5:00PM
Setup/Teardown time Needed	Date: 10/07/2022	Start: 1:00PM	Date: 10/07/2022 End: 7:00PM
Calendar Day of Week:	FRIDAY		
Description of Event:	<p>The Chamber would like to receive permission from the city to block 6th street between Rogers St. and Madison St. outside of the Chamber office on Friday, October 7th 3-6PM. The Block Party event is open to the public, inviting both Chamber members and the surrounding Bloomington community. The Chamber will provide food and beverages to attendees by partnering with local food trucks and an alcohol vendor. The event is designed to be informal, communitive, informative, fun, and flexible providing the community a chance to attend at any time. The purpose of the event is to grow and enrich the Chamber's existing affinity groups: Bloomington Women In Leadership and Young Professionals Bloomington; to welcome the newly revamped Black-Owned Business and Latinx-Owned Business affinity groups; to encourage the start of future groups; to create long-lasting members and build a stronger connection with the larger Bloomington community.</p>		
List of Street Closures (If applicable)	6th Street between Rogers Street and Madison Street		
Expected Number of Participants:	100-200	Expected # of vehicles (Use of Parking Spaces to close): 15	

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

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

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

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

<input type="checkbox"/>	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked <ul style="list-style-type: none"> <li>• The ending point shall be clearly marked</li> <li>• The number of lanes to be restricted on each road shall be clearly marked</li> <li>• Each intersection along the route shall be clearly identified</li> <li>• A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and</li> <li>• The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<input type="checkbox"/>	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input checked="" type="checkbox"/> Not applicable
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required      * Determine if Barricades will be required
<input type="checkbox"/>	For larger events, you may be required to submit an Emergency Management Plan for review by the Bloomington Fire and Police Departments
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input checked="" type="checkbox"/> Not applicable

<input type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. <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"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

## 6. CHECKLIST

<input type="checkbox"/>	Determine what type of Event
<input type="checkbox"/>	Complete application with attachment <ul style="list-style-type: none"> <li><input type="checkbox"/> Detailed Map</li> <li><input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other)</li> <li><input type="checkbox"/> Maintenance of Traffic Plan</li> <li><input type="checkbox"/> Noise Permit Application (if applicable)</li> <li><input type="checkbox"/> Certificate of Liability Insurance</li> <li><input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable)</li> <li><input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable)</li> <li><input type="checkbox"/> Waste and Recycling Plan (if applicable)</li> </ul>
<input 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)
<input type="checkbox"/>	No Parking Signs <ul style="list-style-type: none"> <li><input type="checkbox"/> Board of Public Works approved events are provided by Department of Public Works (DPW)</li> <li><input type="checkbox"/> Contacted DPW at 812-349-3410 to request and schedule No Parking Signs</li> </ul>

**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>.**



CITY OF BLOOMINGTON

# NOISE PERMIT

City of Bloomington  
401 N. Morton St., Suite 120  
Bloomington, Indiana 47404  
812-349-3410

## Application and Permit Information

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

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

Contact April Rosenberger with any questions: (812) 349-3410 or [april.rosenberger@bloomington.in.gov](mailto:april.rosenberger@bloomington.in.gov)

## Event and Noise Information

Name of Event:	The Chamber Block Party		
Location of Event:	421 W. 6th Street, Suite A, Bloomington, IN, 47404		
Date of Event:	October 7, 2022	Time of Event:	Start: 3:00PM
Calendar Day of Week:	Friday		End: 5:00PM
Description of Event:	The Chamber would like to receive permission from the city to block 6th street between Rogers St. and Madison St. outside of the Chamber office on Friday, October 7th 3-6PM. The Block Party event is open to the public, inviting both Chamber members and the surrounding Bloomington community. The Chamber will provide food and beverages to attendees by partnering with local food trucks and an alcohol vendor. The event is designed to be informal, communitive, informative, fun, and flexible providing the community a chance to attend at any time.		
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

## Applicant Information

Name:	Joy Brown		
Organization:	The Greater Bloomington Chamber of Commerce	Title:	Events Coordinator
Physical Address:	421 W. 6th Street Suite A, Bloomington, IN, 47404		
Email Address:	<a href="mailto:info@chamberbloomington.org">info@chamberbloomington.org</a>	Phone Number:	812-336-6381
Signature:		Date:	7/7/2022

## FOR CITY OF BLOOMINGTON USE ONLY

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

<b>BOARD OF PUBLIC WORKS</b>	
_____	_____
Kyla Cox Deckard, President	Jennifer Lloyd, Vice-President
_____	_____
Date	Elizabeth Karon, Secretary

# EMERGENCY ACTION PLAN

for

Facility Name:  
The Greater Bloomington Chamber of Commerce

Facility Address:  
421 W 6th Street, Suite A  
Bloomington, IN 47404

DATE PREPARED: 7 / 7 / 2022

## EMERGENCY PERSONNEL NAMES AND PHONE NUMBERS

DESIGNATED RESPONSIBLE OFFICIAL:

Name: Eric Spoonmore Phone: ( 812-336-6381 )

EMERGENCY COORDINATOR:

Name: Joy Brown Phone: ( 812-336-6381 )

AREA/FLOOR MONITORS (If applicable):

Area/Floor: \_\_\_\_\_ Name: \_\_\_\_\_ Phone: ( \_\_\_\_\_ )

Area/Floor: \_\_\_\_\_ Name: \_\_\_\_\_ Phone: ( \_\_\_\_\_ )

ASSISTANTS TO PHYSICALLY CHALLENGED (If applicable):

Name: \_\_\_\_\_ Phone: ( \_\_\_\_\_ )

Name: \_\_\_\_\_ Phone: ( \_\_\_\_\_ )

Date 7 / 7 / 2022

## EMERGENCY PHONE NUMBERS

FIRE DEPARTMENT: 812-332-9763

PARAMEDICS/AMBULANCE: 812-353-9299

POLICE: 812-339-4477

FEDERAL PROTECTIVE SERVICE: 800-992-6978

SECURITY (If applicable): \_\_\_\_\_

BUILDING MANAGER (If applicable): \_\_\_\_\_

## **EMERGENCY REPORTING AND EVACUATION PROCEDURES**

Types of emergencies to be reported by site personnel are:

- MEDICAL
- FIRE
- SEVERE WEATHER
- BOMB THREAT
- CHEMICAL SPILL
- STRUCTURE CLIMBING/DESCENDING
- EXTENDED POWER LOSS
- OTHER (specify) \_\_\_\_\_  
(e.g., terrorist attack/hostage taking)



## MEDICAL EMERGENCY

- Call medical emergency phone number (check applicable):

- Ambulance
- Fire Department
- Other

Provide the following information:

- a. Nature of medical emergency,
  - b. Location of the emergency (address, building, room number),  
and
  - c. Your name and phone number from which you are calling.
- Do not move victim unless absolutely necessary.
  - Call the following personnel trained in CPR and First Aid to provide the required assistance prior to the arrival of the professional medical help:

Name: Kaytee Lorentzen Phone: 812-336-6381

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

- If personnel trained in First Aid are not available, as a minimum, attempt to provide the following assistance:
  1. Stop the bleeding with firm pressure on the wounds (note: avoid contact with blood or other bodily fluids).
  2. Clear the air passages using the Heimlich Maneuver in case of choking.
- In case of rendering assistance to personnel exposed to hazardous materials, consult the Material Safety Data Sheet (MSDS) and wear the appropriate personal protective equipment. Attempt first aid ONLY if trained and qualified.

Date 7 / 7 / 2022

## FIRE EMERGENCY

*When fire is discovered:*

- Activate the nearest fire alarm (if installed)
- Notify the local Fire Department by calling 812-332-9763.
- If the fire alarm is not available, notify the site personnel about the fire emergency by the following means (check applicable):

- |                                     |               |                          |                 |
|-------------------------------------|---------------|--------------------------|-----------------|
| <input checked="" type="checkbox"/> | Voice         | <input type="checkbox"/> | Radio           |
| <input type="checkbox"/>            | Communication | <input type="checkbox"/> | Other (specify) |
| <input type="checkbox"/>            | Phone Paging  |                          |                 |

*Fight the fire ONLY if:*

- The Fire Department has been notified.
- The fire is small and is not spreading to other areas.
- Escaping the area is possible by backing up to the nearest exit.
- The fire extinguisher is in working condition and personnel are trained to use it.

*Upon being notified about the fire emergency, occupants must:*

- Leave the building using the designated escape routes.
- Assemble in the designated area (specify location):
- Remain outside until the competent authority (Designated Official or designee) announces that it is safe to reenter.

*Designated Official, Emergency Coordinator or supervisors must (underline one):*

- Disconnect utilities and equipment unless doing so jeopardizes his/her safety.
- Coordinate an orderly evacuation of personnel.
- Perform an accurate head count of personnel reported to the designated area.
- Determine a rescue method to locate missing personnel.
- Provide the Fire Department personnel with the necessary information about the facility.
- Perform assessment and coordinate weather forecast office emergency closing procedures

*Area/Floor Monitors must:*

- Ensure that all employees have evacuated the area/floor.
- Report any problems to the Emergency Coordinator at the assembly area.

*Assistants to Physically Challenged should:*

- Assist all physically challenged employees in emergency evacuation.

Date 7 / 7 / 2022

## **EXTENDED POWER LOSS**

In the event of extended power loss to a facility certain precautionary measures should be taken depending on the geographical location and environment of the facility:

- Unnecessary electrical equipment and appliances should be turned off in the event that power restoration would surge causing damage to electronics and effecting sensitive equipment.
- Facilities with freezing temperatures should turn off and drain the following lines in the event of a long term power loss.
  - Fire sprinkler system
  - Standpipes
  - Potable water lines
  - Toilets
- Add propylene-glycol to drains to prevent traps from freezing
- Equipment that contain fluids that may freeze due to long term exposure to freezing temperatures should be moved to heated areas, drained of liquids, or provided with auxiliary heat sources.

### Upon Restoration of heat and power:

- Electronic equipment should be brought up to ambient temperatures before energizing to prevent condensate from forming on circuitry.
- Fire and potable water piping should be checked for leaks from freeze damage after the heat has been restored to the facility and water turned back on.



## SEVERE WEATHER AND NATURAL DISASTERS

### ***Tornado:***

- When a warning is issued by sirens or other means, seek inside shelter. Consider the following:
  - Small interior rooms on the lowest floor and without windows,
  - Hallways on the lowest floor away from doors and windows, and
  - Rooms constructed with reinforced concrete, brick, or block with no windows.
- Stay away from outside walls and windows.
- Use arms to protect head and neck.
- Remain sheltered until the tornado threat is announced to be over.

### ***Earthquake:***

- Stay calm and await instructions from the Emergency Coordinator or the designated official.
- Keep away from overhead fixtures, windows, filing cabinets, and electrical power.
- Assist people with disabilities in finding a safe place.
- Evacuate as instructed by the Emergency Coordinator and/or the designated official.

### ***Flood:***

#### *If indoors:*

- Be ready to evacuate as directed by the Emergency Coordinator and/or the designated official.
- Follow the recommended primary or secondary evacuation routes.

#### *If outdoors:*

- Climb to high ground and stay there.
- Avoid walking or driving through flood water.
- If car stalls, abandon it immediately and climb to a higher ground.

### ***Hurricane:***

- The nature of a hurricane provides for more warning than other natural and weather disasters. A hurricane watch is issued when a hurricane becomes a threat to a coastal area. A hurricane warning is issued when hurricane winds of 74 mph or higher, or a combination of dangerously high water and rough seas, are expected in the area within 24 hours.

#### *Once a hurricane watch has been issued:*

- Stay calm and await instructions from the Emergency Coordinator or the designated official.
- Moor any boats securely, or move to a safe place if time allows.
- Continue to monitor local TV and radio stations for instructions.
- Move early out of low-lying areas or from the coast, at the request of officials.
- If you are on high ground, away from the coast and plan to stay, secure the building, moving all loose items indoors and boarding up windows and

openings.

- Collect drinking water in appropriate containers.

*Once a hurricane warning has been issued:*

- Be ready to evacuate as directed by the Emergency Coordinator and/or the designated official.
- Leave areas that might be affected by storm tide or stream flooding.

*During a hurricane:*

- Remain indoors and consider the following:
  - Small interior rooms on the lowest floor and without windows,
  - Hallways on the lowest floor away from doors and windows, and
  - Rooms constructed with reinforced concrete, brick, or block with no windows.

**Blizzard:**

*If indoors:*

- Stay calm and await instructions from the Emergency Coordinator or the designated official.
- Stay indoors!
- If there is no heat:
  - Close off unneeded rooms or areas.
  - Stuff towels or rags in cracks under doors.
  - Cover windows at night.
- Eat and drink. Food provides the body with energy and heat. Fluids prevent dehydration.
- Wear layers of loose-fitting, light-weight, warm clothing, if available.

*If outdoors:*

- Find a dry shelter. Cover all exposed parts of the body.
- If shelter is not available:
  - Prepare a lean-to, wind break, or snow cave for protection from the wind.
  - Build a fire for heat and to attract attention. Place rocks around the fire to absorb and reflect heat.
  - Do not eat snow. It will lower your body temperature. Melt it first.

*If stranded in a car or truck:*

- Stay in the vehicle!
- Run the motor about ten minutes each hour. Open the windows a little for fresh air to avoid carbon monoxide poisoning. Make sure the exhaust pipe is not blocked.
- Make yourself visible to rescuers.
  - Turn on the dome light at night when running the engine.
  - Tie a colored cloth to your antenna or door.
  - Raise the hood after the snow stops falling.
- Exercise to keep blood circulating and to keep warm.

# Waste and Recycling Management Plan Template

Event name: The Chamber Block Party

Number of expected attendees: 100-200

Number of food vendors: 2

Number of other vendors: 1

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

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

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

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

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

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

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

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

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

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

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



## Waste and Recycling Management Plan

Designated waste and recycling manager: As a backup plan there are two dumpsters on-site, we can utilize as well. If needed, we will organize our ambassadors (volunteers) to assist with the emptying of bins.

Event map: Trash and recycling bins are paired together, and their locations are marked on the map indicated with W for Trash and R for Recycling.

Targeted waste:

Type of Waste	Collection Plan
Plastic Bottles, Cans	Recycling
Paper, food containers	Recycling
Plastic wrappers, food items, styrofoam, napkins	Waste/ Trash

Collection and hauling system: Working with one of our member waste management businesses to manage our trash and recycling services. They will manage the dropping off and picking up the trash and recycling bins before and after the event.

Vendor and volunteer education and training: In the case the backup plan needs to be implemented, the ambassadors (event volunteers) will be informed of waste management via a video and read aloud waste management information provided by IU EHS Environmental Health and Safety Training.

Materials and supplies: Trash & Recycling Bins, large trash bags for easy disposal, gloves, Clorox wipes, hand sanitizers, and yard signs for labeling and signage.

Designation of duties: Events coordinator – implementing w&r management plan, membership coordinator – organizing ambassadors, ambassadors- responsible for removing and refreshing w&r bins.





Dear Neighbor,

We will be having our Chamber Block Party on October 7<sup>th</sup>, 2022, on West 6<sup>th</sup> Street between Rogers Street and Madison Street. The Block Party will start at 3:00pm and conclude at 6:00pm

While this means W. 6th Street between N. Rogers Street and N. Madison Street will be barricaded starting the afternoon of the October 7th approximately around 2:00PM, businesses and residents will still have access to nearby locations. The south end of the block can still access all parking lots and buildings from Rogers Street, W. Kirkwood Avenue, and Madison Street. The north end of the block can still access all parking lots and buildings from Rogers Street, 7th Street, and Madison Street.

There will be music playing. I apologize in advance for any inconveniences caused due to noise resulting from the gathering and party. Thank you for your kind consideration. Your patience that day would be greatly appreciated.

I would love to invite you all to come and celebrate with us. I would be very grateful if you accept my invitation and join us. However, if you are not able to join us, please feel free to stop by our office on the corner of 6<sup>th</sup> and Rogers and say hello. We would love to see you!

Sincerely,

The Greater Bloomington Chamber of Commerce



#### Additional Notations

Permits: The Chamber has contacted the MCHD, and the food trucks are licensed and permitted in Monroe County and will not need additional documentation. The beverage vendor will use their festival permit by contacting the appropriate departments and follow all guidelines, therefore no additional permits will be secured.

Entertainment: MC and DJ services will be acquired for the event. Please noise permit and notification to neighbor letter.

Waste and Recycling Plan: The Chamber works with local businesses for Waste and Recycling management services for our events. Please see management plan.

Emergency Action Plan: Included if applicable.

Signage: We will contact DPW to request or for approval of our No Parking Signs.

If you have any questions, please contact Joy Brown at [jbrown@chamberbloomington.org](mailto:jbrown@chamberbloomington.org) or 812-336-6381.

Sincerely,

The Greater Bloomington Chamber of Commerce

## EXAMPLE: NOTICE OF PUBLIC MEETING LETTER

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for [The Greater Bloomington Chamber of Commerce](#).

The Board of Public Works meeting to hear this request will be MONTH, DAY, YEAR. Board of Public Works meetings are held virtually via zoom. Zoom information can be found on the Public Works web page at <https://bloomington.in.gov/boards/public-works> or you may also call 812.349.3411 for this information.

The proposal for [The Chamber Block Party](#) will be on file and may be examined in the Public Works office on the Friday (insert date) prior to the Tuesday (insert) meeting.

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

BOARD OF PUBLIC WORKS  
CITY OF BLOOMINGTON, INDIANA

PETITIONER: [The Greater Bloomington Chamber of Commerce](#)  
DATE: [07/07/2022](#)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/24/2022

**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> First Insurance Group 1405 N. College Avenue  Bloomington IN 47404	<b>CONTACT NAME:</b> Beth Jones <b>PHONE (A/C, No, Ext):</b> (812) 331-3230 <b>E-MAIL ADDRESS:</b> bethj@figprotects.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Greater Bloomington Chamber of Commerce P.O. Box 1302  Bloomington IN 47402-1302	<b>INSURER A:</b> Cincinnati Insurance Co	<b>NAIC #</b> 10677
	<b>INSURER B:</b> Accident Fund Ins Co of America	10166
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** CL2252412919                      **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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ECP 0239650	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ECP 0239650	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> OCCUR CLAIMS-MADE DED    RETENTION \$			ECP 0239650	04/01/2022	04/01/2023	PROPERTY DAMAGE EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCV 6162623	03/20/2022	03/20/2023	PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Directors & Officers Liability Employment Practices Liability			EMN 048 28 60	05/01/2022	05/01/2023	Aggregate 1,000,000 Aggregate 1,000,000

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

<b>CERTIFICATE HOLDER</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  

**Contact Information- Other**

	<b><u>Location</u></b>	<b><u>Contact</u></b>	<b><u>Phone Number</u></b>
Maintenance of Traffic Plan	401 N. Morton St. Suite 130 Bloomington, IN	City of Bloomington Planning & Transportation	(812) 349-3423
Monroe County Health Department (Food Handler Permit)	119 W. 7th St. Bloomington, IN	Nicole Wagner	(812) 349-2543
Waste & Recycling Plan	401 N. Morton Street Suite 150	Lauren Travis Economic & Sustainable Development	(812) 349-3837
Bloomington Board of Public Works	401 N. Morton St. Suite 120 Bloomington, IN	April Rosenberger Dept. of Public Works	(812) 349-3411
Bloomington Parks and Recreation Department (Events on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Leslie Brinson Community Events Manager	(812) 349-3700
Bloomington Fire Department	300 E. 4th St. Bloomington, IN	Fire Administration	(812) 332-9763
Bloomington Police Department (Parade Permit)	220 E. Third Bloomington, IN	Police Administration	(812) 339-4477
Master Rental	2022 W. 3 <sup>rd</sup> Street Bloomington, IN	Type 3 Barricades	(812) 332-0600
Indiana Traffic Services	3867 N. Commercial Parkway Greenfield, IN 46140	Type 3 Barricades	(317) 891-8065
Monroe County Emergency Management	2800 S. Kirby Road Bloomington, IN		(812)- 349-2546
Department of Homeland Security		Mike Anderson	(317) 409-9510





N Rogers St

N Rogers St

Rogers St

Madison St.

N Madison St

N

420

404

Temporarily closed

W R

R W

W R

R W

Line 1

Line 2

W 6th St

W 6th St

W 6th St

Waste Hauling Access

Add a subtitle

Volta Glass Studio

Erman & Associates  
Temporarily closed

Mejaro Inspection  
Services



### Maintenance of Traffic Plan

W 6<sup>th</sup> Street between N. Rogers Street and N. Madison Street will be barricades with Type 3 Barricades from MasterRental. The west intersection at Rogers and 6<sup>th</sup> will be blocked using three (3) of the barricades. The east intersection at Madison and 6<sup>th</sup> will also be blocked using three (3) of the barricades.

While W 6<sup>th</sup> Street between N. Rogers Street and N. Madison Street will be barricaded starting the afternoon of the October 7<sup>th</sup> approximately around 2:00PM, businesses and residents will still have access to nearby locations. Detour routes are included below for both local and through traffic.

The south end of the block can still access all parking lots and buildings from Rogers Street, W. Kirkwood Avenue, and Madison Street. The north end of the block can still access all parking lots and buildings from Rogers Street, 7<sup>th</sup> Street, and Madison Street. Through traffic will be directed use either 7<sup>th</sup> street or Kirkwood Avenue.



**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2022-69**

**Greater Bloomington Chamber of  
Commerce Block Party**

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

WHEREAS, The Greater Bloomington Chamber of Commerce (“The Chamber”) is desirous of using East 6<sup>th</sup> Street between Rogers Street and Madison Street for a Block Party on Friday, October 7, 2022 from 3:00 to 5:00 p.m.; and

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City of Bloomington Board of Public Works declares that East 6<sup>th</sup> Street between Rogers Street and Madison Street, shall be temporarily closed to motor vehicles from 1:00 p.m. until 7:00 p.m. on Friday, October 07, 2022, for the purpose of staging a block party with the actual event between the hours of 5:00 p.m. to 7:00 p.m.
2. The Chamber shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
3. The Chamber shall be responsible for developing a Traffic Plan to be approved by the Engineering Department. The Chamber shall obtain, and place at The Chamber's 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 or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. The Chamber agrees to close the streets not before 1:00 p.m. on Friday, October 7, 2022 and to remove barricades and signage by 7:00 p.m. on Friday, October 7, 2022.
4. The Sponsor shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
5. The Sponsor 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. 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 the event.

Resolution 2022-69



7. The Sponsor agrees to clean up the street both before and after the event. The clean-up shall include but not be limited to removal of any food or drink residue, picking up litter, sweeping any broken glass, and emptying and removal of trash cans. Clean-up after the event shall be completed by 7:00 p.m. on the day of the event.
8. In consideration for the use of the City's property and to the fullest extent permitted by law, The Chamber, for itself, its officers, directors, agents, employees, members, successor 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.
9. 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 30TH DAY OF AUGUST, 2022.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Jennifer Lloyd, Vice President

\_\_\_\_\_  
Joy Brown, Chamber of Commerce

\_\_\_\_\_  
Elizabeth Karon, Secretary

\_\_\_\_\_  
Date



## Board of Public Works Staff Report

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**Project/Event:** First Deputy Prosecutor David Gohn's Going Away Party

**Petitioner/Representative:** Erika Oliphant

**Staff Representative:** April Rosenberger

**Meeting Date:** August 30, 2022

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A going away party will be held on Friday, September 09, 2022 from 5:00 pm- 11:00 pm at the Sycamore Shelter. The party will include a pitch-in dinner and live music, which will include acoustic instruments and vocal amplification.



CITY OF BLOOMINGTON

# NOISE PERMIT

City of Bloomington  
401 N. Morton St., Suite 120  
Bloomington, Indiana 47404  
812-349-3410

## Application and Permit Information

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

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

Contact April Rosenberger with any questions: (812) 349-3410 or [april.rosenberger@bloomington.in.gov](mailto:april.rosenberger@bloomington.in.gov)

## Event and Noise Information

Name of Event:	David Gohn's Going Away Party		
Location of Event:	Sycamore Shelter at Lower Cascades		
Date of Event:	9/9/2022	Time of Event:	Start: 5:00 PM
Calendar Day of Week:	Friday		End: 11:00 PM
Description of Event:	Pitch-in dinner with live music, anticipating acoustic instruments and vocal amplification		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

## Applicant Information

Name:	Erika Oliphant		
Organization:		Title:	
Physical Address:	2019 W Cory Dr., Bloomington, IN 47403		
Email Address:	erika.oliphant@gmail.com	Phone Number:	812-322-4074
Signature:	Erika Oliphant	Date:	8/16/22

## FOR CITY OF BLOOMINGTON USE ONLY

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

<b>BOARD OF PUBLIC WORKS</b>	
_____	_____
Kyla Cox Deckard, President	Jennifer Lloyd, Vice-President
_____	_____
Date	Elizabeth Karon, Secretary



## Board of Public Works Staff Report

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**Project/Event:** 2022 Kone Service Contract Addendum #1  
**Petitioner/Representative:** Parking Services, Ryan Daily  
**Staff Representative:** Ryan Daily  
**Date:** 8.30.2022

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### Report:

The Elevator at Morton Street Garage suffered a VFD Drive failure on August 2<sup>nd</sup>. Kone Service techs identified the problem and submitted a repair quote in the amount of \$21,995.67.

The Walnut Street Garage suffered a failure on the Door Operator on July 30<sup>th</sup>. Kone service technicians identified the problem and submitted a repair quote in the amount of \$14,575.00.

Total cost of repairs to both units = \$36,570.67

Both of these repairs extend beyond the service contract scope. In order to make repairs to both of these elevators, we are requesting an increase of \$20,000 to the existing Kone service contract to cover the costs of both repairs.

Original contract amount = \$30,000

New contract amount = \$50,000

Funding source is 452.26.260000.53610 (Building Repair)

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# City of Bloomington Contract and Purchase Justification Form

Vendor: Kone

Contract Amount: \$20,000

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

## PURCHASE INFORMATION

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

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

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

# of Submittals:	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Morton and Walnut elevators went out of service in due to hardware failures. Kone was awarded the service contract for elevator maintenance for all garage locations.
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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

Kone was awarded the service contract for all parking garage elevators for 2022 for all service and maintenance of garage elevators.

Ryan Daily

Parking Garage Manager

Parking Services

Print/Type Name

Print/Type Title

Department



# City of Bloomington Emergency Purchase Justification Form

Vendor: Kone

Requisition #:

Emergency Purchase is a purchase which has been determined by the Department Head, and approved by the Controller, to be an emergency, and would cause immediate danger to health, safety or welfare, or other substantial loss to the City if not procured. This is a Special Purchasing Method as established by Indiana State Code 5-22-10, and does not require formal quotes, bids, or proposals.

## PURCHASE INFORMATION

1. State the reason for the emergency purchase by explaining what the emergency is and what caused the emergency situation:

The Elevator at Morton Street Garage suffered a VFD Drive failure on August 2nd. Kone Service techs identified the problem and submitted a repair quote in the amount of \$21,995.67.

The Walnut Street Garage suffered a failure on the Door Operator on July 30th. Kone service technicians identified the problem and submitted a repair quote in the amount of \$14,575.00.

Both Repair exceed the \$30,000 2022 Kone Service Agreement

2. State the facts that lead to the conclusion that financial or operational damage or risk of damage will occur if needs are not satisfied immediately (do not simply say that there will be damage or risk of damage):

There is only one elevator at each facility - Morton and Walnut. These elevators must be repaired to comply with building operation codes.

3. State why the needs were not or could not be anticipated so that goods or services could not have been purchased following standard procedures:

Both repairs were mechanical in nature. While Parking Services expected repairs on the elevators, we did not expect to replace throughout the year, we did not anticipate such mechanical failure.

4. State the name of the Vendor and the reason and process used for selecting this vendor (Attach all quotes or proposals received from other sources, if applicable):

Kone is the selected vendor for repair and service for both the Morton and Walnut Street Garages.

I certify that the above statements are true and correct, and that no other material fact or consideration offered or given has influenced this recommendation for an emergency procurement.

Michelle L. Wanl

Print/Type Name

Parking Services Director Public Works

Print/Type Title

Department

[Signature]

Department Head Signature

8/12/22

Date

3516

Telephone Number

Amount: \$36,570.67

Budget Line: 452.26.260000.53610

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

**Jeffery H. Underwood - Controller**

**ADDENDUM #1 TO AGREEMENT FOR  
KONE for ELEVATOR REPAIRS**

This Addendum #1 supplements the original 2022 Service Agreement with KONE for elevator repairs at City elevators, including the Morton Street and Walnut Street Parking Garages, which was entered into on March 29, 2022, and which is attached hereto and incorporated herein by reference.

1. **Article 4. Compensation** provides that the not to exceed cost of this Service Agreement could be amended to add additional services not set forth in the original agreement. The original Not to Exceed cost was \$30,000. The additional repairs to the elevators at the Morton Street and Walnut Street Parking Garages were outside the scope of this original Service Agreement. An additional \$20,000 is added to this Agreement, which makes the total compensation allowed under this Addendum #1 an amount Not to Exceed \$50,000.
  
2. In all other aspects, the Agreement shall remain in effect as originally written.

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

**OWNER**

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

\_\_\_\_\_  
Jennifer Lloyd  
Vice President, Board of Public Works

\_\_\_\_\_  
Elizabeth Karon  
Secretary, Board of Public Works

Date: \_\_\_\_\_

\_\_\_\_\_  
John Hamilton  
Mayor

Date: \_\_\_\_\_

**CONTRACTOR**

\_\_\_\_\_  
John Hadley, Branch Manager

Date: \_\_\_\_\_

**AGREEMENT BETWEEN CITY OF BLOOMINGTON  
PUBLIC WORKS DEPARTMENT AND  
KONE**

This Agreement, entered into on this 29<sup>th</sup> day of March, 2022, by and between the City of Bloomington Department of Public Works (the “Department”), and KONE (“Contractor”).

**Article 1. Scope of Services** After receiving a **Notice to Proceed**, Contractor shall perform repair and maintenance services of the following types: elevator inspection, elevator repair, parts install and inspection services outside of the standard scope of works. These services will be performed at the Morton, Walnut, 4<sup>th</sup>, and Trades Garages, City Hall, John Walden Arts Center, and BPB Dispatch Center for a set price of Thirty Thousand dollars \$30,000 (“Services”) for a set rate of Three Hundred Ninety-Three Dollars and Forty-Two Cents (\$393.42) per hour Monday-Friday 8:00 am - 4:00 pm for one person, with an additional Three Hundred Thirty-Five Dollars and Thirty-Nine Cents (\$335.39) per hour for each additional person. Any work performed outside of those hours, including evenings, weekends, and holidays, will be performed at the rate of Seven Hundred Fifty-Six Dollars Twelve Cents (\$756.12) per hour for one person, with an additional Six Hundred Twenty-Two Dollars Thirty-Six Cents (\$622.36) for each additional person. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Ryan Daily, Parking Garage Manager. J.D. Boruff, Operations & Facilities Director, Public Works Facilities Division, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department. The facilities included in this Agreement are identified in Attachment A. Attachment A is attached hereto and incorporated by reference as though fully set forth.

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

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

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Thirty Thousand Dollars (\$30,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to [publicworks@bloomington.in.gov](mailto:publicworks@bloomington.in.gov) or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.



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

**Article 6. Schedule** Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

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

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

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

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

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

**Article 12. Insurance** During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

**Article 19. Non-Discrimination** Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head

in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

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

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

**Department:** City of Bloomington Public Works, Attn: Ryan Daily/JD Boruff, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

**Contractor:** KONE INC, Attn: Nate Neal, 5201 Park Emerson Drive, Suite O, Indianapolis, Indiana 46203.

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

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

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

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

**CITY OF BLOOMINGTON**

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Beth Cate, Corporation Counsel

**KONE, INC**

---

John Hadley, Branch Manager

**CITY OF BLOOMINGTON PUBLIC WORKS**

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Adam Wason, Director

---

Kyla Cox Deckard, President, Board of Public Works



**EXHIBIT B**

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF \_\_\_\_\_)

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**KONE, INC.**

By: \_\_\_\_\_  
\_\_\_\_\_

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF \_\_\_\_\_)

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public Printed Name

\_\_\_\_\_  
Notary Public's Signature

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

My Commission #: \_\_\_\_\_



## Board of Public Works Staff Report

**Project/Event:** Supplement #1 to Service Agreement with Harrell-Fish, Inc.,  
for Plumbing Maintenance and Repair Services

**Petitioner/Representative:** Public Works Facilities Division

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

**Meeting Date:** August 30, 2022

This supplement is being requested for the increase of the original not to exceed amount of \$60,000. The supplement we're requesting would be an additional \$10,000. This Supplement #1 increases the not to exceed amount of the Agreement to \$70,000.00. When determining the original "not to exceed" amount for the original agreement, we underestimated the amount of work we would have for this contractor to perform.

Respectfully submitted,

A handwritten signature in black ink that reads "J. D. Boruff".

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

# City of Bloomington Contract and Purchase Justification Form

Vendor: Harrell-Fish, Inc.

Contract Amount: \$10,000 added in Supp #1

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

## PURCHASE INFORMATION

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

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

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

# of Submittals: 0	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	Yes	No
Met city requirements?	<input type="checkbox"/>	<input type="checkbox"/>	This is a supplement to an existing service agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Met item or need requirements?	<input type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input type="checkbox"/>			

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

This is a supplement to an an existing service agreement that was approved by the Board of Public Works on November 9th, 2021. We are adding an additional \$10,000 to the service agreement. Total adjusted cost is \$70,000.

JD Boruff

Director of Facilities

Public Works

Print/Type Name

Print/Type Title

Department



**SUPPLEMENT #1 TO 2022 SERVICE AGREEMENT FOR  
HFI FOR PLUMBING SERVICES**

This Supplement #1 amends the original 2022 Service Agreement with HFI for plumbing repair and inspection services for all facilities maintained by the Department, which was entered into on November 9, 2021, and which is attached hereto and incorporated herein by reference.

1. **Article 4. Compensation** provides that the not to exceed cost of this Service Agreement could be amended to add additional services not set forth in the original agreement. The original Not to Exceed cost was \$60,000. The Supplement #1 would increase the total compensation allowed under this Agreement by \$10,000, to a new Not to Exceed cost of to \$70,000, after the Department determined it had underestimated the amount of work they would have for HFI to perform
2. In all other aspects, the Agreement shall remain in effect as originally written.

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

**OWNER**

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

\_\_\_\_\_  
Jennifer Lloyd  
Vice President, Board of Public Works

\_\_\_\_\_  
Elizabeth Karon  
Secretary, Board of Public Works

Date: \_\_\_\_\_

\_\_\_\_\_  
John Hamilton  
Mayor

Date: \_\_\_\_\_

**CONTRACTOR**

\_\_\_\_\_  
Steve Dawson, President of HFI

Date: \_\_\_\_\_

**AGREEMENT BETWEEN CITY OF BLOOMINGTON  
PUBLIC WORKS DEPARTMENT AND  
HARRELL-FISH, INC.**

This Agreement, entered into on this 09<sup>th</sup> day of November, 2021, by and between the City of Bloomington Department of Public Works (the “Department”), and Harrell-Fish, Inc. (“Contractor”).

**Article 1. Scope of Services** Contractor shall perform repair and inspection services on plumbing systems at all facilities maintained by the Department. These services will be performed at City facilities (“Services”) for a set price of Eighty-Four Dollars (\$84.00) per hour, per person during the hours of Monday-Friday 7:00 am – 3:30 pm. Any work performed Monday-Friday 3:30 pm to 7:00 am, and on Saturdays, will have a set price of Ninety-Nine Dollars (\$99.00) per hour, per person. Any work performed on Sundays, or on a recognized holiday, will be performed at the rate of One Hundred Thirty-Five (\$135.00.00) per hour, per person. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31<sup>st</sup>, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Sixty Thousand Dollars (\$60,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: **Invoices shall be sent via email to [publicworks@bloomington.in.gov](mailto:publicworks@bloomington.in.gov) or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

**Article 6. Schedule** Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

**Article 19. Non-Discrimination** Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

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

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

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

**Contractor:** Harrell-Fish, Inc., P.O. Box 1998., Bloomington Indiana 47402.

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

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

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

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

**CITY OF BLOOMINGTON**

**Harrell-Fish, Inc.**

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John Hamilton, Mayor

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Steve Dawson, President

**CITY OF BLOOMINGTON PUBLIC WORKS**

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Adam Wason, Director

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Dana Henke, President, Board of Public Works



**EXHIBIT B**

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Harrell-Fish, Inc.**

By: \_\_\_\_\_  
\_\_\_\_\_

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public's Signature

My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_  
County of Residence: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public



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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
8/26/2022	Payroll				493,765.56
					<u>493,765.56</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 \$ 493,765.56

**Dated this 30th day of August year of 2022.**

\_\_\_\_\_

Kyla Cox Deckard, President                      Jennifer Lloyd, Vice President                      Elizabeth Karon, 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

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**Project/Event:** Bid for Downtown Alleys Repaving Phase II Project  
**Petitioner/Representative:** Engineering Department  
**Staff Representative:** Matt Smethurst  
**Date:** August 30th, 2022

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**Report:** On August 29<sup>th</sup>, 2022, staff opened a bid that was solicited by the Engineering Department for the Downtown Alleys Repaving Phase II Project. No other Bids were received.

A Base Bid of \$622,286.83, with a Bid for Alternate #1 of \$389,682.51 was received from Groomer Construction, Inc.

The Bid received from Groomer Construction was substantially higher than the Engineer's Estimate for the project. As such, staff is asking the Board to reject the bid for the Downtown Alleys Repaving Phase II Project.



## Board of Public Works Staff Report

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**Project/Event:** Approve LPA-Consulting Contract with Butler, Fairman & Seufert, Inc. for Preliminary Engineering Services for the High Street Intersection Modernizations and Multiuse Path Project

**Petitioner/Representative:** Engineering Department

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

**Date:** 8/30/2022

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**Report:** This project will begin with a conceptual scoping exercise, but the project is tentatively expected to construct a multiuse path on the east side of High Street from Arden Drive to 3rd Street and to modernize the three existing traffic signals within the project limits. The project is included in the Bloomington/Monroe County Metropolitan Planning Organization (MPO) Transportation Improvement Plan (TIP) for design, right-of-way acquisition, and construction (\$3,892,064 in federal funds for up to 80% of project costs).

The City sought proposals for design services for the project and BF&S was the highest scoring firm out of the six proposals received. This contract is set at a not-to-exceed amount of \$862,750. Construction of this project is anticipated in 2026.

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<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval (INDOT-LPA Contract)	Future	2022
<b>Design Services Contract</b>	<b>Current Item</b>	<b>8/30/2022</b>
ROW Services Contract	Future	2023
Construction Inspection Contract	Future	2025
Construction Contract	N/A*	2025

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

# City of Bloomington Contract and Purchase Justification Form

Vendor: Butler, Fairman & Seufert

Contract Amount: \$862,750

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

## PURCHASE INFORMATION

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

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

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

# of Submittals: 6	Yes	No	
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Was the lowest cost selected? (If no, please state below why it was not.) <span style="float: right;">Yes    No</span> <input type="checkbox"/> <input checked="" type="checkbox"/> Per INDOT requirements, selection was based on qualifications per the highest scoring submittal
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Was an evaluation team used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Was scoring grid used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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

Highest scoring submittal, indicating most qualified consultant, was selected per INDOT requirements for using federal funding.

\_\_\_\_\_  
Neil Kopper

\_\_\_\_\_  
Senior Project Engineer

\_\_\_\_\_  
Engineering

Print/Type Name

Print/Type Title

Department

## LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of \_\_\_\_\_ 2022 ("Effective Date") by and between the 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.

Des. No.: 2200020

Project Description: High Street Multiuse Path and Intersection Modernizations: extension of the existing shared-use path along High Street, from Arden Drive to 3<sup>rd</sup> Street.

### RECITALS

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

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

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

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

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

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

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

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

**SECTION III TERM.** The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be October, 2028. 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 \$ 862,750.00.

**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  
City of Bloomington  
401 North Morton Street, Suite 130  
Bloomington, IN 47402

Notices to the CONSULTANT shall be sent to:

Bradley D. Watson, PE, Executive V.P.  
Butler Fairman & Seufert, Inc.  
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  
Jennifer Lloyd, Vice President

\_\_\_\_\_  
Signature  
Elizabeth Karon, Secretary

\_\_\_\_\_  
Signature  
Beth Cate, Corporation Counsel

## 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 (INDOT) and Federal Highway Administration (FHWA).

Project Description: High Street Multiuse Path and Intersection Modernizations: an extension of the existing High Street multiuse path from Arden Drive to 3<sup>rd</sup> Street. The 10-foot wide HMA path will be located along the east side of High Street, from the north side of Arden Drive to 3<sup>rd</sup> Street. Crossing improvements at each street intersection, including signal modernizations at Moores Pike, 2<sup>nd</sup> Street and 3<sup>rd</sup> Street, are to be included in the project. Drive and path improvements along 1<sup>st</sup> Street from High Street to Rogers Elementary School are to be included.

The CONSULTANT shall be responsible for performing the following activities:

#### A. CONCEPTUAL SCOPING REPORT

Prior to the initiation of other Project activities, the CONSULTANT shall investigate options for project improvements and develop a Conceptual Scoping Report summarizing the options considered and the recommendations for a final configuration and scope.

1. Path options to be considered include whether the path should be located solely on the east side of High Street, solely on west side of High Street, or a combination.
2. Intersection improvement options (lane configuration, signals, ramps) will be considered at all path/street crossings, including the possible realignment of High Street at 3<sup>rd</sup> Street to align with Bryan Avenue, modifications of the 3<sup>rd</sup> Street intersections and/or signals at both Bryan and Union.
3. Factors to be considered in the investigation include costs and overall impacts to right-of-way, utilities, historic properties, environmental and tree impacts, stormwater modifications or improvements, public safety, and input from the public and stakeholders.
4. Existing GIS data and site observations will be utilized to document constraints and opportunities related to each option.

#### B. PUBLIC ENGAGEMENT

##### 1. Conceptual Scoping Report Phase

- a. The CONSULTANT shall assist the LPA in the creation and facilitation of a public survey to gather public input regarding the proposed path improvements.
- b. The CONSULTANT shall facilitate a Public Information Meeting to gather public input and present optional alignments to the public. The CONSULTANT shall prepare visual materials for the meeting and deliver them to the LPA for review prior to the meeting. The general public and specific project-related stakeholders (identified by the LPA) will be invited to attend the meeting.
- c. If requested by the LPA, the CONSULTANT shall facilitate a second Public Information Meeting to present conceptual alignments to the public.

##### 2. Project Design Phase

- a. If requested by the LPA, the CONSULTANT shall facilitate additional Public Information Meeting(s) to inform the public of project progress and any updates to the proposed improvements. These Public Information Meetings are separate from, and will not qualify as, NEPA Public Involvement Hearings.

The Board of Public Works meeting was held Tuesday, August 16, 2022 at 5:30 pm in the Council Chambers of City Hall at 401 N. Morton St., Bloomington, Indiana and virtually through Zoom with Cox Deckard presiding.

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

Present: Kyla Cox Deckard  
Elizabeth Karon  
Jennifer Lloyd

**ROLL CALL**

City Staff: April Rosenberger -- Public Works  
Susan Coates -- Economic & Sustainable Development  
Andrew Cibor -- Engineering

Cox Deckard wanted to mention that it is a very busy time in the community and appreciates everyone’s patience. Mentioned scooter parking in odd places and hoped for a dramatic improvement once students and newcomers become more aware of the parking procedures.

**MESSAGES FROM BOARD MEMBERS**

1. Approval of Minutes; August 02, 2022
2. Resolution 2022-60; Declaration of Surplus Property from ITS
3. Add Previously Accepted City Streets to City Inventory
4. Public Improvements Bond Estimate for 1503 W. Arlington Road, Secondary Plat
5. Resolution 2022-61; Bloomingfoods Annual Membership Meeting
6. Noise Permit and Road Closure Request for the Robert Chandler Hamilton Memorial
7. Resolution 2022-62; Blue Ridge Neighborhood Picnic
8. Resolution 2022-63; Paint the Town Purple
9. Approval of Payroll

**CONSENT AGENDA**

Karon made a motion to approve the Consent Agenda. Lloyd seconded. All in favor, motion is passed.

Susan Coates, Economic & Sustainable Development, presented Resolution 2022-64; New Mobile Solicitor; Republic National Distributing Company (RNDC). See meeting packet for details.

**NEW BUSINESS**  
**Resolution 2022-64; New Mobile Solicitor; Republic National Distributing Company (RNDC)**

**Board Comments:** Lloyd asked if the dates are August 18<sup>th</sup> and 19<sup>th</sup>. Coates confirmed.

Karon made a motion to approve Resolution 2022-64; New Mobile Solicitor; Republic National Distributing Company (RNDC). Lloyd seconded. All in favor, motion is passed.

Andrew Cibor, Engineering, presented Right-of-Way Use Request from Rubicon Construction for Placement of Dumpster on W. 4<sup>th</sup> St. between S. College Ave. and S. Walnut St. (August 17, 2022- October 31, 2022) on behalf of Paul Kehrberg. See meeting packet for details.

**Right-of-Way Use Request from Rubicon Construction for Placement of Dumpster on W. 4<sup>th</sup> St. between S. College Ave. and S. Walnut St. (August 17, 2022- October 31, 2022)**

**Board Comments:** Lloyd recused herself from discussion and vote.

Karon made a motion to approve Right-of-Way Use Request from Rubicon Construction for Placement of Dumpster on W. 4<sup>th</sup> St. between S. College Ave. and S. Walnut St. (August 17, 2022- October 31, 2022). Cox Deckard seconded. All in favor, motion is passed with one recusal.

Andrew Cibor, Engineering, presented Lane and Sidewalk Closure Request from Everstream Solutions along S. Rogers, W. Patterson, and S. Walnut. See meeting packet for details.

**Board Comments:** Karon wanted to confirm that, since the projects are very close to two schools, there is communication with MCCSC in case there are any transportation issues. Cibor confirmed that a condition of the permit issuance is for the work to be done outside of school rush hours. Cox Deckard asked if the contractors are aware they will not get the standard work hours. Cibor confirmed.

Karon made a motion to approve Lane and Sidewalk Closure Request from Everstream Solutions along S. Rogers, W. Patterson, and S. Walnut. Lloyd seconded. All in favor, motion is passed.

Andrew Cibor, Engineering, presented Lane Closure Request from Landmark Construction on E. 14<sup>th</sup> Street (August 17, 2022-October 14, 2022). See meeting packet for details.

**Board Comments:** Karon asked to repeat the adjusted dates of the closure. Cibor stated the closure will be from August 29, 2022 through January 31, 2023. Cox Deckard commented that she is glad there had been a meeting with the property owners and there had been continual communication. She asked if there were any concerns that had been unresolved. Cibor stated he believes this request addresses all concerns. Cox Deckard asked if this specific closure caused any additional adjustments or changes to Bloomington Transit service that had already been relocated because of the work in this area. Cibor answered no.

**Public Comments:** Susan Goldsworthy, owner of property of 940 N. Walnut, asked if Washington Street will still be accessible from east and west. Eric Shulte, Landmark, confirmed. Goldsworthy asked if North Dunn and 13<sup>th</sup> Street would remain open in both directions. Schulte confirmed.

Karon made a motion to approve Lane Closure Request from Landmark Construction on E. 14<sup>th</sup> Street for the adjusted dates of August 29, 2022 through January 31, 2023. Lloyd seconded. All in favor, motion is passed.

Andrew Cibor, Engineering, presented Lane Closure Request from Reed & Sons on W. Fountain Dr. (August 17, 2022-October 14, 2022). See meeting packet for details.

**Board Comments:** None

Karon made a motion to approve Lane Closure Request from Reed & Sons on W. Fountain Dr. (August 17, 2022-October 14, 2022). Lloyd seconded. All in favor, motion is passed.

April Rosenberger, Public Works, presented Addendum #1 to Contract with Ann-Kriss for Sanitation Bathroom Remodel. See meeting packet for details.

**Board Comments:** Karon recused herself from discussion and vote.

**Lane and Sidewalk Closure Request from Everstream Solutions along S. Rogers, W. Patterson, and S. Walnut**

**Lane Closure Request from Landmark Construction on E. 14<sup>th</sup> Street (August 17, 2022-October 14, 2022)**

**Lane Closure Request from Reed & Sons on W. Fountain Dr. (August 17, 2022-October 14, 2022)**

**Addendum #1 to Contract with Ann-Kriss for Sanitation Bathroom Remodel**



Lloyd made a motion to approve Addendum #1 to Contract with Ann-Kriss for Sanitation Bathroom Remodel. Cox Deckard seconded. All in favor, motion is passed with one recusal.

April Rosenberger reiterated Cox Deckard's comments from the beginning of the meeting, reminding everyone that it is a really busy time in the city and asked for patience.

Karon made a motion to approve claims in the amount of \$1,635,406.30. Lloyd seconded. All in favor, motion is passed.

Cox Deckard called for adjournment at 5:54 p.m.

Accepted By:

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

\_\_\_\_\_  
Jennifer Lloyd, Vice President

\_\_\_\_\_  
Elizabeth Karon, Secretary

Date:

Attest to:

**STAFF REPORTS AND OTHER  
BUSINESS**

**CLAIMS**

**ADJOURNMENT**



## Board of Public Works Staff Report

---

**Project/Event:** Dedication of Right of Way along S. Clarizz Boulevard and S. Kingston Drive

**Staff Representative:** Emily Herr

**Petitioner/Representative:** Latimer Farms Real Estate, LLC

**Date:** 08/30/2022

---

The development called District at Latimer Square is currently under construction at 3216 E 3<sup>rd</sup> Street under Grading Permit C21-488. The property owner (Latimer Farms real Estate, LLC) is dedicating additional right-of-way along S. Clarizz Boulevard and S. Kingston Drive so that the right-of-way extends 1 foot behind new sidewalks and multiuse paths which will be installed with the project.



**ACCEPTANCE OF DEDICATION OF PUBLIC RIGHT OF WAY**

The City of Bloomington Board of Public Works, Monroe County, Indiana, hereby accepts the foregoing dedication as a public street this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS**

By: \_\_\_\_\_  
Kyla Cox Deckard, President

By: \_\_\_\_\_  
Jennifer Lloyd, Vice President

By: \_\_\_\_\_  
Elizabeth Karon, Secretary

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF MONROE    )

Before me, a Notary Public in and for said county and state, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, at which time Kyla Cox Deckard, Jennifer Lloyd, and Elizabeth Karon, as Officers of the City of Bloomington Board of Public Works, personally appeared and acknowledged the acceptance of the foregoing public right of way dedication.

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

My Commission #: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

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

This instrument was prepared by Jacquelyn F. Moore, Attorney at Law, City of Bloomington, P. O. Box 100. Bloomington, IN.

The mailing address to which statements should be mailed under IC 6-1.1-22-8.1 is City of Bloomington, 401 N. Morton Street, Bloomington, Indiana 47404.

CLARIZZ BLVD:

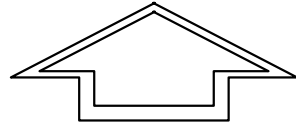
A part of the Northwest quarter of Section 2, Township 8 North, Range 1 West, Monroe County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the said quarter section; thence South 89 degrees 42 minutes 18 seconds West for 245.10 feet along the north line of said quarter section; thence South 01 degree 11 minutes 18 seconds East for 40.00 feet to the point of beginning, being on the south right of way line of Third Street (State Road 46); thence continuing South 01 degree 11 minutes 18 second East for 920.00 feet along the existing west right of way line of said Clarizz Boulevard; thence South 89 degrees 38 minutes 40 seconds West for 4.50 feet; thence North 01 degrees 11 minutes 18 seconds West for 720.90 feet; thence North 00 degrees 32 minutes 38 seconds West for 199.08 feet and to the said south right of way of Third Street; thence North 89 degrees 42 minutes 18 seconds East for 2.26 feet along the said south right of way line to the point of beginning. Containing 3917 square feet (0.09 acres), more or less.

KINGSTON DRIVE:

A part of the Northwest quarter of Section 2, Township 8 North, Range 1 West, Monroe County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the said quarter section; thence South 89 degrees 42 minutes 18 seconds West for 245.10 feet along the north line of said quarter section; thence South 01 degree 11 minutes 18 seconds East for 40.00 feet to the south right of way line of Third Street (State Road 46); thence South 89 degrees 42 minutes 18 seconds West for 421.34 feet along said south right of way line; thence South 01 degree 11 minutes 18 seconds East for 220.44 feet; thence South 89 degrees 38 minutes 40 seconds West for 150.00 feet to the point of beginning, being on the existing east right of way line of Kingston Drive; thence on and along the said east right of way line the following four (4) directions and dimensions; 1) southwesterly 156.47 feet along a curve concave to the northwest, having a radius of 652.70 feet, subtended by a long chord bearing South 05 degrees 40 minutes 46 seconds West for a chord length of 156.10 feet; 2) South 12 degrees 32 minutes 50 seconds West for 97.07 feet; 3) southerly 142.09 feet along a curve concave to the southeast, having a radius of 592.70 feet, subtended by a long chord bearing South 05 degrees 40 minutes 46 seconds West for a chord length of 141.75 feet; 4) South 01 degree 11 minutes 18 seconds East for 309.15 feet; thence North 89 degrees 39 minutes 40 seconds East 4.50 feet; thence North 01 degrees 11 minutes 18 seconds West for 309.22 feet; thence northeasterly 141.01 feet along a curve concave to the southeast, having a radius of 588.20 feet, subtended by a long chord bearing North 05 degrees 40 minutes 46 seconds East for a chord length of 140.67 feet; thence North 12 degrees 32 minutes 50 seconds East for 97.07 feet; thence northerly along a curve concave to the northwest, having a radius of 657.20 feet, subtended by a long chord bearing North 05 degrees 40 minutes 56 seconds East for a chord length of 157.11 feet; thence South 89 degrees 38 minutes 40 seconds West 4.50 feet to the point of beginning. Containing 3172 square feet (0.07 acres), more or less.

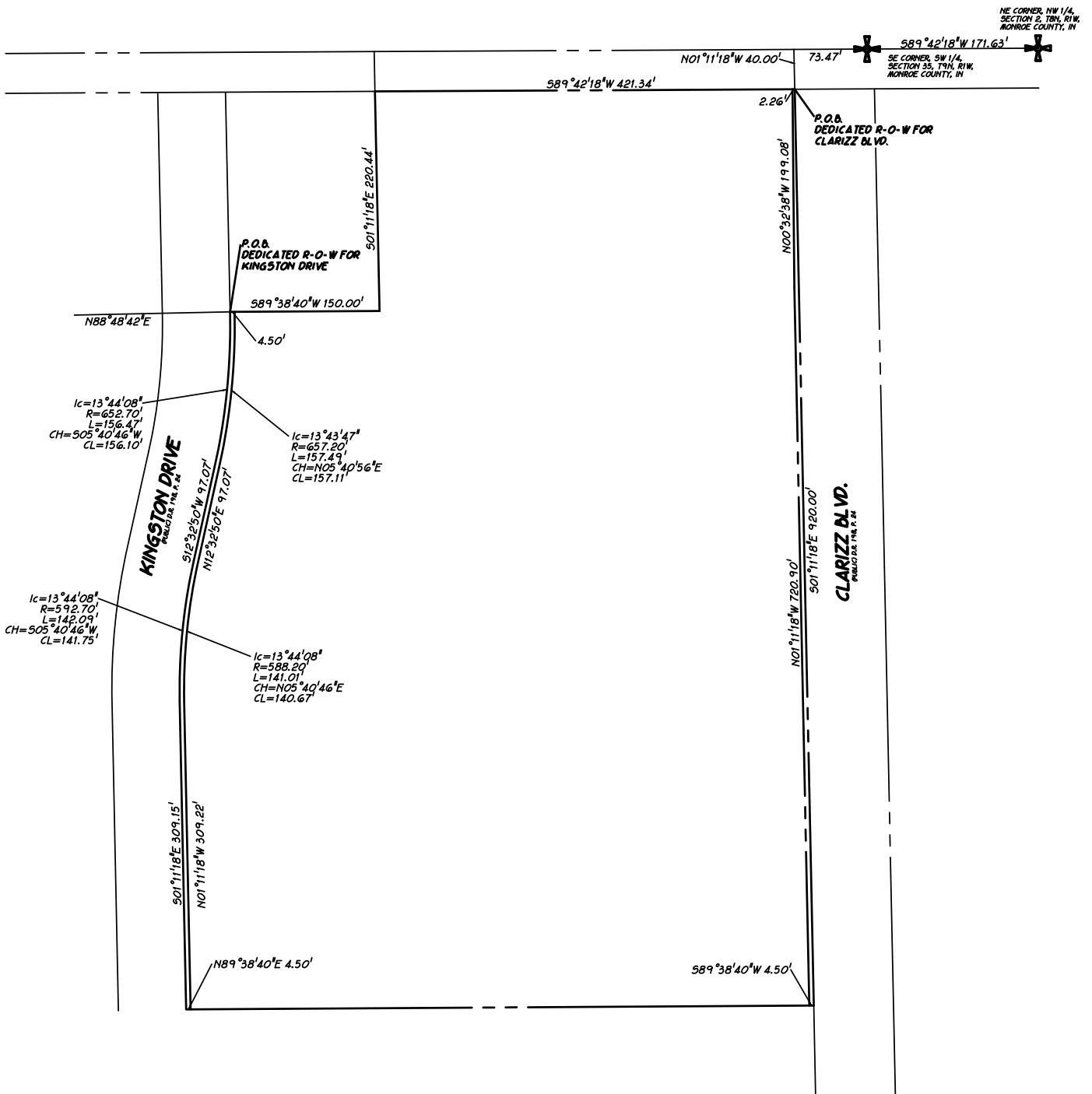


NORTH



Scale 1" = 150 ft

BASIS OF BEARING  
SPCS IN WEST NAD 83



Dated this 28th day of October, 2021.

*C. D. Graham*  
 [LICENSED SURVEYOR'S SIGNATURE]



Registration Number: LS29500014



**MEMORANDUM**

**TO:** Legal Department (Jacquelyn Moore)  
**FROM:** Virgil Sauder, Animal Care and Control  
**DATE:** 8/30/22  
**RE:** Subaru Loves Pets

**Funding Source:** No cost to City, will receive donations for the Animal Shelter from Subaru for each animal adopted through event.

**Total Dollar Amount of Contract:** NTE \$3,100 in donations from Subaru

**Expiration Date of Contract:** Estimated February 28, 2023

**Renewal Date for Contract:** NA

**Department Head Initials of Approval:** Adam Wason

**Due Date For Signature:** July 7, 2022

**Record Destruction Date (Legal Dept to fill in):** 12/31/2034

**Legal Department Internal Tracking # (Legal Dept to fill in):** 22-361

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

**ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE:** Virgil Sauder

**Summary of Contract:**

This agreement is for participation as a beneficiary in Subaru's annual "Subaru Loves Pets Marketing" event. The animal shelter will be partnering with Royal Eastside Subaru to hold adoption events and marketing campaigns between October 1 and October 31, 2022. For each animal adopted during this period Subaru will donate \$100 to the shelter with no more than \$3,100 donated.

## **2022 Subaru Loves Pets Marketing Agreement**

This Agreement ("Agreement"), effective as of July 07, 2022, ("Effective Date"), is between Subaru of America, Inc., a for profit corporation with a principal place of business at One Subaru Drive, Camden, NJ 08103 ("Subaru") and City of Bloomington Animal Care and Control, a governmental organization with principal place of business at 3410 S. Walnut St. Bloomington, IN ("Organization"). Subaru and/or Organization may be referred to as a "Party" or collectively as the "Parties."

In consideration of the mutual agreements and promises set forth herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Subaru is conducting a marketing campaign (the "Campaign") in which, commencing on October 1, 2022 and continuing through October 31, 2022 (the "Campaign Period"), Subaru and its Retailers will donate One hundred dollars (\$100) for every dog or cat adopted from the Organization, up to Three thousand one hundred dollars (\$3,100) total (the "Donation"). Among other things, Subaru and its Retailers will partner with the Organization to share adoptable dogs and cats of the day or week to promote the Campaign, on platforms such as their social media channels, on the Retailer websites, and at the Retailer locations through adoption events. Subaru and its Retailer have selected Organization to be the beneficiary of all Donations based on dog and cat adoptions that are initiated during the Campaign Period. For the avoidance of doubt, Organization shall be responsible to handle all aspects of the adoption process. Adoptions that occur during the Campaign Period can be in person or virtual adoptions but must be initiated by October 31, 2022, and completed by November 14, 2022. Organization will provide a written accounting of the completed dog and cat adoptions in connection with the Campaign by November 30, 2022, and will include a minimum of one adoption story, including photos, that demonstrates its support of the Campaign. Subaru will transfer the verified donation amount to Organization on or before February 28, 2023. Organization makes no representation as to the status of such payments for federal, state, or local tax purposes with respect to Subaru, including qualification as tax-deductible contributions.
2. Organization grants Subaru and its Retailers a limited, non-exclusive, non-assignable, non-transferable, royalty-free license to use the Organization's name, logo, and other marks as requested (the "Organization Marks") for the sole purpose of promoting the Campaign, and represents and warrants that it is the owner of the Organization Marks and possesses all rights to utilize the Organization Marks without approval of any third party, and otherwise has the ability to perform its obligations hereunder. All promotional materials, publicity, advertising or press releases relating to the Campaign that bear the Organization Marks must be approved by Organization prior to publication or distribution in any manner, which approval shall not be unreasonably withheld.
3. Each Party agrees to defend, indemnify and hold harmless the other Party and its respective parent and affiliates, and each of their directors, officers, employees, agents, and representatives, from and against any and all actions, claims, demands, liabilities, expenses and costs, including, without limitation, reasonable attorney's fees and legal expenses (collectively, "Claims"), which arise out of any third party claim in connection



with (i) any breach of this Agreement or (ii) the negligence or willful misconduct of the indemnifying Party in connection with indemnifying Party's performance (or failure to perform) under this Agreement. Notwithstanding the foregoing, the indemnifying party shall have no obligation to defend or indemnify the indemnified party against any Claims to the extent such Claims were the result of the indemnified party's own negligent or improper conduct. Each Party agrees to maintain adequate and sufficient insurance to assure protection against any and all risks that exist pursuant to this Agreement.

4. Subaru and Organization agree to comply with all applicable laws and regulations required to perform this Agreement. Organization represents that it is a governmental organization in the state where the Retailer is located.
5. Each Party represents and warrants that it has the right, power and authority to enter into this Agreement, grant the rights and benefits herein described and satisfy the obligations hereunder.
6. This Agreement will be governed by the laws of the State of New Jersey, without regard to conflicts of laws principles, and any dispute pertaining to the Agreement will be brought exclusively in a court of competent jurisdiction within the State of New Jersey, County of Camden.
7. This Agreement shall constitute the complete understanding of the Parties and shall supersede all prior written or oral agreements or understandings. This Agreement shall not be modified or amended except in writing signed by the authorized representatives of each Party. Notwithstanding any other provision herein, this Agreement is not effective unless and until the fully executed Agreement is received by Subaru.
8. The Agreement may be executed in one or more counterparts, each of which will be deemed an original, but together will constitute one and the same instrument. A facsimile (or other copy made by reliable mechanical means) of a signed Agreement may be relied upon as an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives on the dates indicated below.

...

**Subaru of America, Inc.**



Signature



**Adam Wason, Director  
Public Works Department**

Signature

Alan Bethke

Printed Name

S.V.P – Marketing

**Beth Cate,  
Corporation Counsel**

*Beth Cate*

08/10/2022

Date

Title

10/01/2022

Date



**MEMORANDUM**

**TO:** Legal Department (Jacquelyn Moore)  
**FROM:** Virgil Sauder, Animal Care and Control  
**DATE:** 8/1/22  
**RE:** Subaru Share the Love Agreement

**Funding Source:** No cost to City, will receive donations for the Animal Shelter from Subaru for each animal adopted through event.

**Total Dollar Amount of Contract:** See summary of past year amounts

**Expiration Date of Contract:** Estimate May 31, 2023

**Renewal Date for Contract:** NA

**Department Head Initials of Approval:** Adam Wason

**Due Date For Signature:** July 7, 2022

**Record Destruction Date (Legal Dept to fill in):** 2034

**Legal Department Internal Tracking # (Legal Dept to fill in):** 22-360

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

**ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE:** Virgil Sauder

**Summary of Contract:**

This agreement is for participation as a beneficiary in Subaru's annual "Share the Love" event. The animal shelter will be partnering with Royal Eastside Subaru to hold adoption events and marketing campaigns. This will be the Seventh year that the shelter has participated in this event.

In previous years partnership has netted the shelter the following donations:

2021-2022	\$19,009.61
2020-2021	\$16,845
2019-2020	\$21,017
2018-2019	\$17,000
2017-2018	\$21,064.93
2016-2017	\$25,000

## 2022-23 Subaru "Share the Love" Cause Marketing Agreement

This Agreement, effective as of August 30, 2022 ("Effective Date"), is entered into by and between **City of Bloomington**, a governmental organization of the City of Bloomington Public Works Department, with a principal place of business at **3410 S. Walnut St., Bloomington, IN 47401** ("Organization"), and **Subaru of America, Inc.**, a for-profit corporation with a principal place of business at One Subaru Drive, Camden, New Jersey, 08103 ("Subaru"). Subaru and/or Organization may be referred to as a "Party" or collectively as the "Parties."

WHEREAS, Organization is a tax-exempt, governmental organization which includes the **City of Bloomington Animal Shelter, the primary provider of animal-related services for Bloomington and Monroe County. The mission of Bloomington Animal Care and Control is to address and respond to all animal needs in the community through education, enforcement, and support to build a community where animals are valued and treated with kindness and respect.**

WHEREAS, Subaru wishes to conduct a cause marketing campaign to raise funds and awareness for certain charitable organizations, including Organization, through the sale or lease of new Subaru vehicles; and

WHEREAS, in connection with the cause marketing campaign, Subaru and Retailer (as defined in **Exhibit A**) wish to use Organization's name and logo in connection with sales or leases of new Subaru vehicles at a specified local Subaru retailer, and Organization is willing to grant Subaru a non-exclusive license to use its name and logo subject to the terms and conditions set forth in this Agreement; and

WHEREAS, Organization wishes to communicate the support of Subaru and Retailer through its cause marketing campaign through its relevant and available communication channels.

NOW THEREFORE, for the mutual agreements and promises set forth herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### 1. Responsibilities of the Parties.

#### 1. Responsibilities of Subaru.

1. Campaign Terms. Subaru shall conduct a cause marketing campaign as described in **Exhibit A** (the "Campaign").
2. Marketing Costs. Subaru shall be responsible for all costs related to the development, marketing, and execution of the Campaign.
3. Marketing Disclosures. Subaru shall disclose on key Campaign point of sale advertising the following information: (a) the actual or anticipated portion of the purchase price that will benefit Organization; (b) the duration of the Campaign; and (c) any maximum or guaranteed minimum amount to be paid to Organization, if applicable.
4. Donation. Subaru and Retailer shall make certain donations (collectively, the "Donation") to Organization in connection with the Campaign, as

described in **Exhibit A**. Organization makes no representation as to the status of such payments for federal, state or local tax purposes with respect to Subaru, including qualification as tax-deductible charitable contributions.

5. Purchaser Acknowledgment. Subaru shall send each purchaser a thank you letter on behalf of Subaru, Retailer, and all of the charitable beneficiaries thanking them for making a charity selection. The letter shall also state that because Subaru is making the donation, the donation is not a tax-deductible contribution to the purchaser.

2. Responsibilities of Organization.

1. Use of Funds. Organization shall use the Donation to support its mission.
2. Acknowledgment. Organization shall publicly acknowledge Subaru's and Retailer's support through the "Share the Love" Campaign to its constituencies/members through all relevant and available communication channels, including but not limited to, press releases, in social media and at mission related events.

2. Term and Termination.

1. Term. This Agreement shall commence as of the Effective Date, and shall expire on May 31, 2023, unless terminated earlier pursuant to section 2b of the Agreement (the "Term").
2. Termination. Before expiration of the Term, either Party may terminate this Agreement upon: (i) any material breach of the Agreement by the other Party, if such breach is not remedied to the reasonable satisfaction of the non-breaching Party within twenty (20) days after written notice; (ii) twenty (20) days' written notice to the other Party whenever the notifying Party in its sole discretion determines that the continuation of the Agreement will damage its reputation or good will; or (iii) written notice in the event one Party (a) becomes or is declared insolvent or bankrupt or is subject to the appointment of a trustee or receiver or any equivalent thereof, (b) is the subject of any proceeding related to its liquidation or insolvency (whether voluntary or involuntary) which is not dismissed within ninety (90) days, (c) makes an assignment for the benefit of creditors, or (d) is subject to any sale, lease, or other transfer of all or substantially all of its assets to any entity; or (e) is subject to a change of control (whether by merger, stock transfer or otherwise), except in the case of an initial public offering.

3. Intellectual Property License.

1. License of Organization Marks. Organization hereby grants to Subaru and Retailer a limited, non-exclusive, nontransferable right and license to use, reproduce, and publicly display Organization's name and logo ("Organization Marks") solely in connection with the sale, advertising, and marketing of the Campaign, as described in **Exhibit A**. Organization represents and warrants that, as of the date hereof, it has the power and authority to license the Organization Marks pursuant to the terms and conditions of this Agreement. All uses of the Organization Marks shall inure to the benefit of Organization.
2. License of Subaru Marks. Subaru hereby grants to Organization a limited, non-exclusive, nontransferable right and license to use, reproduce, and publicly

display Subaru's name and logo ("Subaru Marks," and collectively with the Organization Marks, the "Licensed Marks") for purposes of providing recognition and acknowledgment of Subaru, as described in section 1.b of the Agreement. Subaru represents and warrants to Organization that, as of the date hereof, it has the power and authority to license the Subaru Marks pursuant to the terms and conditions of this Agreement. All uses of the Subaru Marks shall inure to the benefit of Subaru.

4. **Approvals and Quality Control.**

1. **Approvals.** Organization shall submit their logo and mission statement to Subaru for use in promotional, advertising or other materials in connection with the Campaign ("Promotional Materials"). Each Party shall have the right to monitor the quality of the other Party's use of its Licensed Marks. The Licensing Party, if requested shall submit for advanced written approval samples of Promotional Materials to the other Party. Each Party agrees to review such submissions within three (3) business days of its receipt and will not unreasonably withhold its consent. Any references to a Party's Licensed Marks shall contain the appropriate trademark notice provided from time to time by the Licensing Party.
2. **Quality Control.** Each Party agrees to comply with any additional quality control standards announced from time to time by the other Party regarding its Licensed Marks. Each Party agrees not to use the other Party's Licensed Marks in a manner that is defamatory, misleading, libelous, obscene, or otherwise potentially damaging to the reputation or goodwill of the other Party.

5. **Compliance with Law.** Subaru and Organization shall conduct the Campaign in accordance with all applicable laws and regulations, including any state filings and registrations.

6. **Confidentiality.** Each Party acknowledges that certain information received under this Agreement, including, but not limited to, non-public information concerning the disclosing Party's business, methods, programs, activities, services, donors, members, consumers, or finances ("Confidential Information"), is confidential and proprietary. Each Party agrees to hold any and all Confidential Information of the disclosing Party in strict confidence and not disclose such Confidential Information to any third party, except as required by law or as authorized by the disclosing Party. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) was known to the Party receiving such information at the time of its receipt from the disclosing Party; (iii) is rightfully received from a third party who did not acquire or disclose such information by a wrongful or tortious act; (iv) is independently developed by the receiving Party without reference to any Confidential Information; or (v) is inherently non-distinctive or non-proprietary in nature. This confidentiality provision shall survive termination or expiration of the Agreement.

7. **Representations & Warranties.**

1. Each Party represents and warrants that it is the owner of its Licensed Marks and holds a current trademark registration or otherwise possesses all rights to utilize its Licensed Marks without approval of any third party, and otherwise has the ability to perform its obligations hereunder.

2. Each Party represents and warrants that it has the right, power and authority to enter into this Agreement, grant the rights and benefits herein described and satisfy the obligations hereunder.
8. **Indemnification.**
1. Organization shall defend, indemnify and hold harmless Subaru, its respective directors, officers, employees, agents, and representatives, from and against any and all actions, claims, demands, liabilities, expenses, and costs, including, without limitation, reasonable attorney's fees and legal expenses, which arise out of any third party claim regarding: (i) the gross negligence or wilful misconduct of Organization in connection with Organization's performance (or failure to perform) under this Agreement, and/or (ii) Organization's breach of any representation made by Organization under this Agreement.
  2. Subaru shall defend, indemnify and hold harmless Organization, its respective directors, officers, employees, agents, and representatives, from and against any and all actions, claims, demands, liabilities, expenses, and costs, including, without limitation, reasonable attorney's fees and legal expenses, which arise out of any third party claim regarding: (i) the gross negligence or wilful misconduct of Subaru in connection with Subaru's performance (or failure to perform) under this Agreement, and/or (ii) Subaru's breach of any representation made by Subaru under this Agreement.
  3. These indemnification obligations by each Party to the other shall continue beyond the termination or expiration of this Agreement.
9. **No Solicitation.** In no event shall this Agreement be construed as a contract or agency agreement for Subaru to solicit or consult on the solicitation of contributions on behalf of Organization.
10. **Relationship Between the Parties.** The Agreement shall not create or be deemed to create any agency, partnership, or joint venture between the Parties.
11. **Books and Records.** Subaru shall maintain accurate books and records of all activities conducted pursuant to this Agreement during the Term and at least three (3) years thereafter. Subaru's books and records pertaining to this Agreement shall be made available for inspection and/or audit by Organization or its designated independent auditor at reasonable times upon the request of Organization.
12. **Waiver.** The failure of any Party at any time to require performance of any provision of, or resort to any remedy provided under, this Agreement, shall in no way affect the right of that Party to require performance or resort to a remedy at any time thereafter, nor shall the waiver by any Party of a breach be deemed to be a waiver of any subsequent breach.
13. **Severability.** If any term or provision of this Agreement is determined to be invalid, illegal, or incapable of being enforced by any law, regulation, or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect.
14. **Survival.** All of the terms of the Agreement which, by their express terms or by their nature, extend beyond the termination or expiration of the Agreement, shall survive the termination or expiration of this Agreement and remain in full force and effect.
15. **Assignment.** Neither Subaru nor Organization shall assign this Agreement, or any rights, interests, or obligations hereunder, without the prior written consent of the other Party.
16. **Notices.** All notices required or permitted to be given under this Agreement shall be deemed to have been duly given: (a) when delivered in person, (b) upon confirmation of

receipt when transmitted by facsimile transmission or by e-mail (but, in the case of e-mail, only if followed by delivery by national overnight courier or hand delivery on the next Business Day), (c) upon receipt after dispatch by registered or certified mail, postage prepaid, or (d) on the next Business Day if sent by national overnight courier (with confirmation of delivery). All such notices shall be delivered to the addressees listed below (or at such other address as may be furnished in writing to the notifying Party):

If to **City of Bloomington**  
Attn: **Virgil Sauder**  
Address:  
**3410 S. Walnut St., Bloomington, IN, 47401**  
Fax: 812-349-3440

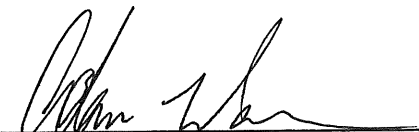
If to **Subaru**  
Attn: Alan Bethke, S.V.P – Marketing  
Address:  
One Subaru Drive, Camden, New Jersey, 08103  
Fax: 856-488-3274

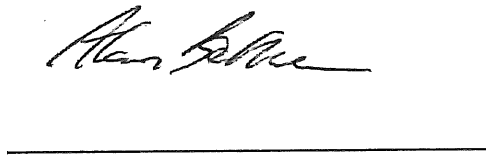
17. **Governing Law.** This Agreement shall be construed and governed by the laws of the state of New Jersey, without regard to conflicts of laws principles, and any dispute pertaining to this Agreement shall be brought exclusively in a court of competent jurisdiction within State of New Jersey, County of Camden.
18. **Entire Agreement.** This Agreement shall constitute the complete understanding of the Parties and shall supersede all prior written or oral agreements or understandings. This Agreement shall not be modified or amended except in writing signed by the authorized representatives of each Party. Notwithstanding any other provision herein, this Agreement is not effective unless and until the fully executed Agreement is received by Subaru.
19. **Counterparts.** The Agreement may be executed in one or more counterparts, each of which will be deemed an original, but together will constitute one and the same instrument. A facsimile (or other copy made by reliable mechanical means) of a signed Agreement may be relied upon as an original.

In WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives on the dates indicated below.

**City of Bloomington**

**Subaru of America, Inc.**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature



Adam Wason

Printed Name

arks Department

DPW - Director

Title

8/10/2022

Date

Alan Bethke

Printed Name

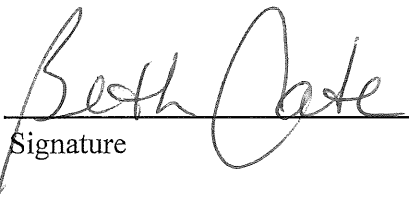
S.V.P - Marketing

Title

July 31st, 2022

Date

*A 2nd Organization signature required if Organization is located in Massachusetts, Tennessee, or Virginia.*

  
Signature

Beth Cate

Printed Name

Corporation Counsel

Title

August 10, 2022

Date

## EXHIBIT A

### TERMS OF THE CAMPAIGN

1. Description & Public Representation of the Campaign. Subaru will donate \$250 for every new Subaru vehicle sold or leased from November 17, 2022, through January 3, 2023, to the purchaser's choice of four national charities designated by the purchaser: ASPCA®, Make-A-Wish Foundation of America®, Meals On Wheels Association of America®, and the National Park Foundation, and at certain participating retailers, purchasers have an additional choice of a Hometown Organization ("Subaru Donation"). Organization has been selected as the Hometown Organization at the Retailer specified in section 3 of this Exhibit A. The four national charities will receive a guaranteed minimum donation of \$250,000 each.

Additional Retailer Donation: The Retailer specified in Section 3 of this Exhibit A will donate a minimum of \$50 per unit sold to be divided amongst each Hometown Organization registered to the Retailer for every new Subaru vehicle it sells or leases from November 17, 2022 through January 3, 2023 ("Additional Retailer Donation").

This promotion applies to all new Subaru vehicles (based on VIN numbers) sold or leased from November 17, 2022, through January 3, 2023. In order to designate which charity or organization will receive the \$250 from each purchase or lease, purchasers must make their designation on Subaru.com by January 13, 2023. This promotion is void in the state of Hawaii. See your local Subaru retailer for details or visit Subaru.com/share.

2. Promotional activities to be conducted. Promotional activities that will be undertaken by Subaru for the overall Campaign include various media and communication channels, including but not limited to, television, radio, social media, email, internet, print ads, and at Subaru retailers nationwide. Promotional activities with respect to Organization shall be limited to the Subaru retailer where Organization is designated as the Hometown Organization selection, promotion in local media, and acknowledgment of support in mission related events. Additional promotional materials may be developed for and throughout the duration of the Campaign to acknowledge Organization's participation in the Campaign, and highlight stories about Organization and its mission and activities, including the local events conducted in conjunction with the Campaign, and such materials may be used by Subaru in its promotional or marketing activities throughout the Term of the Agreement; provided, however, that any such materials used by Subaru following the end of the Campaign Period will not state or suggest that the Campaign is still continuing.
3. Marketing and Sales Territory. The marketing and sales territory applicable to Organization shall be limited to **Royal Subaru in Indiana.**
4. Exclusivity. Subaru shall be the exclusive corporate partner of Organization in the automotive industry during the Campaign Period. Organization agrees not to participate in any cause marketing promotion, corporate sponsorship, or similar relationship that would conflict with this exclusivity provision.
5. Campaign Period. November 17, 2022, through January 3, 2023.
6. Payment and Accounting.

1. Payment Schedule. Subaru shall pay Organization the Donation, (including the Subaru Donation, Additional Retailer Donation and Additional Service Donation, if any) in a lump sum payment by May 31, 2023.
2. Written Accounting of Sales. Subaru will provide a written accounting of the Donation amounts that benefited Organization as follows:
  1. Subaru Donation Amount based upon Customer Selections
  2. Additional Retailer Donation Amount
  3. Additional Service Donation Amount (if applicable)
  4. Organization portion of undesignated donations (if applicable)
3. Delivery of Payment. The Donation shall be made payable to **City of Bloomington** and sent to  
Name : **Virgil Sauder**  
Title: Director of Animal Care and Control  
Address: **3410 S. Walnut St. Bloomington IN 47401**  
Phone: **(812) 349-3870**  
Email: **sauderv@bloomington.in.gov**

**RESOLUTION 2022-66**  
**I FELL 10 YEAR ANNIVERSARY CELEBRATION**

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

WHEREAS, the City has committed itself to promoting the arts; and

WHEREAS, I Fell LLC is desirous of using W. 4<sup>th</sup> Street from the intersection of Rogers Street to the mid-block alley in the 400 block to host a public celebration of the 10 year anniversary of I Fell Studios and Galleries on Saturday, October 8, 2022.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Bloomington Board of Public Works declares that W. 4<sup>th</sup> Street from the intersection with Rogers Street to the mid-block alley in the 400 block shall be temporarily closed to traffic and parking, beginning at 12:00 p.m. until 10:00 p.m., on Saturday, October 8, 2022, for the purpose of hosting a public celebration of the 10 year anniversary of the I Fell Studios and Galleries, operating food trucks and providing entertainment including live music and multiple artists for the general public.
2. That I Fell LLC shall be responsible for posting "no parking" signs at least 24 hours in advance of the closing of the streets. Temporary "no parking" signs may be obtained from the City of Bloomington Department of Public Works.
3. That I Fell, LLC shall be responsible for placement and removal of barricades. I Fell, LLC is responsible for contacting the City of Bloomington Engineering Department for instructions on the type of and placement of said barricades. I Fell, LLC agrees to obtain at its own expense and place barricades to close the street, not before 12:00 p.m. and to remove barricades by 10:00 p.m. on Saturday, October 8, 2022.
4. The sponsors will be responsible for removing all trash that is a result of the event, to pick up litter including cigarette butts from the street and sidewalks within this block and to clean any grease or other food products from the pavement and sidewalks after the event. Cleanup shall be completed by 10:00 p.m. on Saturday, October 8, 2022.
5. That 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 music may be played during the hours of 2:00 p.m. and 8:00 p.m.
6. The sponsors shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.

RESOLUTION 2022-66

7. I Fell, LLC shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice (at least 48 hours in advance).
8. In consideration for the use of the City’s property and to the fullest extent permitted by law, I Fell, LLC, for itself, its officers, directors, agents, employees, members, successor 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.
9. That \_\_\_\_\_, 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 30<sup>th</sup> DAY OF AUGUST, 2022.

BOARD OF PUBLIC WORKS:

I FELL, LLC:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Jennifer Lloyd, Vice President

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Elizabeth Karon, Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2022-67**

**IU FALL CYCLING SERIES STREET SPRINTS**

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

WHEREAS, the Indiana University Student Foundation has requested use of public streets to conduct an IU Street Sprints bicycle race as part of their Fall Cycling Series; and

WHEREAS, the Indiana University Student Foundation has agreed to provide all traffic control as deemed necessary and as instructed by Bloomington Engineering Department and/or Bloomington Police Department and to incur the complete cost; and

WHEREAS, the Indiana University Student Foundation has agreed to provide the City with a Certificate of Insurance which names the City of Bloomington as an additional insured.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS THAT:

1. The Indiana University Student Foundation (hereinafter "Sponsor") may close E. 7<sup>th</sup> Street from N. Forrest Ave to Showalter Fountain to conduct an IU Fall Cycling Series Street Sprints event between the hours of 12:00 p.m. and 6:00 p.m., with set up and tear down times beginning at 8:00 a.m. and ending at 7:30 p.m. on Saturday, October 22, 2022.
2. Sponsor shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Engineering Department. Sponsor shall obtain, and place at Sponsor's 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 appropriate. Sponsor shall not close the streets until 8:00 a.m. on Saturday, October 22, 2022 and shall remove barricades and signage by 7:30 p.m. on Saturday, October 22, 2022.
3. Sponsor shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
4. Sponsor shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures, and to obtain from any and all appropriate entities the necessary permission to use private property.
5. Sponsor shall be responsible for all clean-up that may be necessary as a result of the event to be completed by 7:30 p.m., Saturday, October 22, 2022.
6. That by granting permission to utilize City property to facilitate this activity, the Board of Public Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified music may be played during the hours of the event.
7. The City declares the above-described and approved event to be a Special Event for purposes of

Resolution 2022-67

Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.

8. Sponsor shall be responsible for notifying all emergency services, transit companies and cab companies by written notice and to the general public by notice to the press at least 48 hours in advance of the event. Flyers shall be hand delivered to all businesses affected by the traffic restriction. Notice shall include date and time of the event and the fact that vehicular traffic may be temporarily delayed at times.
9. Indiana University Student Foundation, its officers, directors, agents, employees, members, successors and assigns, does 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.
10. \_\_\_\_\_, by signing this agreement, represents that she/he has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 30th DAY OF AUGUST, 2022.

BOARD OF PUBLIC WORKS

INDIANA UNIVERSITY STUDENT FOUNDATION

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Jennifer Lloyd, Vice-President

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Elizabeth Karon, Secretary

\_\_\_\_\_  
Date

**BOARD OF PUBLIC WORKS  
RESOLUTION 2022-68**

**JILL BEHRMAN 5K COLOR THE CAMPUS RUN**

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

WHEREAS, Indiana University Campus Recreational Sports has requested use of city streets to conduct the a 5K race, which provides support for the Jill Behrman Emerging Leader Scholarship; and

WHEREAS, Indiana University Campus Recreational Sports has agreed to provide any traffic control as deemed necessary and as instructed by Bloomington Engineering Department and/or Bloomington Police Department and to incur the complete cost; and

WHEREAS, Indiana University Campus Recreational Sports, herein after “Sponsors”, has agreed to provide the city with a Certificate of Insurance which names the City of Bloomington as an additional insured.

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 City streets may be utilized to conduct the Jill Behrman 5K Color the Campus Run between the hours of 7:00 a.m. and 2:30 p.m. with the event time of 11:00 a.m. to 1:30 p.m. on Saturday, October 22, 2022
2. The City of Bloomington Board of Public Works agrees that vehicular traffic may be restricted for short periods of time on sections of city streets as per the map shown.
3. IU Campus Recreational Sports shall be responsible for developing an MUTCD compliant Maintenance of Traffic Plan to be approved by the Engineering Department.
4. IU Campus Recreational Sports shall obtain, and place at their own expense, any security measures which are deemed prudent and necessary by Bloomington Police Department which may include, but are not limited to: anti-vehicle barriers or protections; pedestrian barriers; and other engineering controls or personnel as deemed appropriate.
5. By granting permission to utilize City property to facilitate this activity, the Board of Public Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified music may be played during the hours of the event.
6. The sponsors shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures, and to obtain from the appropriate entity for permission to use Indiana University property.
7. The sponsors shall be responsible for all clean-up that may be necessary as a result of the event to be completed by 2:30 p.m. Saturday, October 22, 2022
8. The sponsors shall be responsible for notifying all emergency services, transit companies and

Resolution 2022-68



local cab companies by written notice and to the general public by notice to the press well in advance of the event. Signs should be installed on routes as directed by City staff to inform the general public of possible delays on the day of the event. Notice and signs shall include date and time of the event and the fact that vehicular traffic may be temporarily delayed at times.

- 9. \_\_\_\_\_, 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.
  
- 10. In consideration for the use of the City’s property and to the fullest extent permitted by law, Indiana University Campus Recreational Sports, 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 offices, 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.

ADOPTED THIS 30th DAY OF AUGUST, 2022.

**BOARD OF PUBLIC WORKS:**

**IU Campus Recreational Sports**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Jennifer Lloyd, Vice-President

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Elizabeth Karon, Secretary

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2022-69**

**Greater Bloomington Chamber of  
Commerce Block Party**

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

WHEREAS, The Greater Bloomington Chamber of Commerce (“The Chamber”) is desirous of using East 6<sup>th</sup> Street between Rogers Street and Madison Street for a Block Party on Friday, October 7, 2022 from 3:00 to 5:00 p.m.; and

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City of Bloomington Board of Public Works declares that East 6<sup>th</sup> Street between Rogers Street and Madison Street, shall be temporarily closed to motor vehicles from 1:00 p.m. until 7:00 p.m. on Friday, October 07, 2022, for the purpose of staging a block party with the actual event between the hours of 5:00 p.m. to 7:00 p.m.
2. The Chamber shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
3. The Chamber shall be responsible for developing a Traffic Plan to be approved by the Engineering Department. The Chamber shall obtain, and place at The Chamber's 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 or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. The Chamber agrees to close the streets not before 1:00 p.m. on Friday, October 7, 2022 and to remove barricades and signage by 7:00 p.m. on Friday, October 7, 2022.
4. The Sponsor shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
5. The Sponsor 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. 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 the event.

Resolution 2022-69

7. The Sponsor agrees to clean up the street both before and after the event. The clean-up shall include but not be limited to removal of any food or drink residue, picking up litter, sweeping any broken glass, and emptying and removal of trash cans. Clean-up after the event shall be completed by 7:00 p.m. on the day of the event.
8. In consideration for the use of the City's property and to the fullest extent permitted by law, The Chamber, for itself, its officers, directors, agents, employees, members, successor 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.
9. 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 30TH DAY OF AUGUST, 2022.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Jennifer Lloyd, Vice President

\_\_\_\_\_  
Joy Brown, Chamber of Commerce

\_\_\_\_\_  
Elizabeth Karon, Secretary

\_\_\_\_\_  
Date



## Board of Public Works Staff Report

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**Project/Event:** 2022 Kone Service Contract Addendum #1  
**Petitioner/Representative:** Parking Services, Ryan Daily  
**Staff Representative:** Ryan Daily  
**Date:** 8.30.2022

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### Report:

The Elevator at Morton Street Garage suffered a VFD Drive failure on August 2<sup>nd</sup>. Kone Service techs identified the problem and submitted a repair quote in the amount of \$21,995.67.

The Walnut Street Garage suffered a failure on the Door Operator on July 30<sup>th</sup>. Kone service technicians identified the problem and submitted a repair quote in the amount of \$14,575.00.

Total cost of repairs to both units = \$36,570.67

Both of these repairs extend beyond the service contract scope. In order to make repairs to both of these elevators, we are requesting an increase of \$20,000 to the existing Kone service contract to cover the costs of both repairs.

Original contract amount = \$30,000

New contract amount = \$50,000

Funding source is 452.26.260000.53610 (Building Repair)

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# City of Bloomington Contract and Purchase Justification Form

Vendor: Kone

Contract Amount: \$20,000

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

## PURCHASE INFORMATION

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

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

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

# of Submittals:	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Morton and Walnut elevators went out of service in due to hardware failures. Kone was awarded the service contract for elevator maintenance for all garage locations.
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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

Kone was awarded the service contract for all parking garage elevators for 2022 for all service and maintenance of garage elevators.

Ryan Daily

Parking Garage Manager

Parking Services

Print/Type Name

Print/Type Title

Department

# City of Bloomington Emergency Purchase Justification Form

Vendor: Kone

Requisition #:

Emergency Purchase is a purchase which has been determined by the Department Head, and approved by the Controller, to be an emergency, and would cause immediate danger to health, safety or welfare, or other substantial loss to the City if not procured. This is a Special Purchasing Method as established by Indiana State Code 5-22-10, and does not require formal quotes, bids, or proposals.

## PURCHASE INFORMATION

1. State the reason for the emergency purchase by explaining what the emergency is and what caused the emergency situation:

The Elevator at Morton Street Garage suffered a VFD Drive failure on August 2nd. Kone Service techs identified the problem and submitted a repair quote in the amount of \$21,995.67.

The Walnut Street Garage suffered a failure on the Door Operator on July 30th. Kone service technicians identified the problem and submitted a repair quote in the amount of \$14,575.00.

Both Repair exceed the \$30,000 2022 Kone Service Agreement

2. State the facts that lead to the conclusion that financial or operational damage or risk of damage will occur if needs are not satisfied immediately (do not simply say that there will be damage or risk of damage):

There is only one elevator at each facility - Morton and Walnut. These elevators must be repaired to comply with building operation codes.

3. State why the needs were not or could not be anticipated so that goods or services could not have been purchased following standard procedures:

Both repairs were mechanical in nature. While Parking Services expected repairs on the elevators, we did not expect to replace throughout the year, we did not anticipate such mechanical failure.

4. State the name of the Vendor and the reason and process used for selecting this vendor (Attach all quotes or proposals received from other sources, if applicable):

Kone is the selected vendor for repair and service for both the Morton and Walnut Street Garages.

I certify that the above statements are true and correct, and that no other material fact or consideration offered or given has influenced this recommendation for an emergency procurement.

Michelle L. Wanl

Print/Type Name

Parking Services Director Public Works

Print/Type Title

Department

[Signature]

Department Head Signature

8/12/22

Date

3516

Telephone Number

Amount: \$36,570.67

Budget Line: 452.26.260000.53610

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

**Jeffery H. Underwood - Controller**

**ADDENDUM #1 TO AGREEMENT FOR  
KONE for ELEVATOR REPAIRS**

This Addendum #1 supplements the original 2022 Service Agreement with KONE for elevator repairs at City elevators, including the Morton Street and Walnut Street Parking Garages, which was entered into on March 29, 2022, and which is attached hereto and incorporated herein by reference.

1. **Article 4. Compensation** provides that the not to exceed cost of this Service Agreement could be amended to add additional services not set forth in the original agreement. The original Not to Exceed cost was \$30,000. The additional repairs to the elevators at the Morton Street and Walnut Street Parking Garages were outside the scope of this original Service Agreement. An additional \$20,000 is added to this Agreement, which makes the total compensation allowed under this Addendum #1 an amount Not to Exceed \$50,000.
  
2. In all other aspects, the Agreement shall remain in effect as originally written.

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

**OWNER**

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

\_\_\_\_\_  
Jennifer Lloyd  
Vice President, Board of Public Works

\_\_\_\_\_  
Elizabeth Karon  
Secretary, Board of Public Works

Date: \_\_\_\_\_

\_\_\_\_\_  
John Hamilton  
Mayor

Date: \_\_\_\_\_

**CONTRACTOR**

\_\_\_\_\_  
John Hadley, Branch Manager

Date: \_\_\_\_\_



## Board of Public Works Staff Report

**Project/Event:** Supplement #1 to Service Agreement with Harrell-Fish, Inc.,  
for Plumbing Maintenance and Repair Services

**Petitioner/Representative:** Public Works Facilities Division

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

**Meeting Date:** August 30, 2022

This supplement is being requested for the increase of the original not to exceed amount of \$60,000. The supplement we're requesting would be an additional \$10,000. This Supplement #1 increases the not to exceed amount of the Agreement to \$70,000.00. When determining the original "not to exceed" amount for the original agreement, we underestimated the amount of work we would have for this contractor to perform.

Respectfully submitted,

A handwritten signature in black ink that reads "J. D. Boruff". The signature is written in a cursive, flowing style.

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



# City of Bloomington Contract and Purchase Justification Form

Vendor: Harrell-Fish, Inc.

Contract Amount: \$10,000 added in Supp #1

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

## PURCHASE INFORMATION

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

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

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

# of Submittals: 0	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	Yes	No
Met city requirements?	<input type="checkbox"/>	<input type="checkbox"/>	This is a supplement to an existing service agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Met item or need requirements?	<input type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input type="checkbox"/>			

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

This is a supplement to an an existing service agreement that was approved by the Board of Public Works on November 9th, 2021. We are adding an additional \$10,000 to the service agreement. Total adjusted cost is \$70,000.

JD Boruff

Director of Facilities

Public Works

Print/Type Name

Print/Type Title

Department

**SUPPLEMENT #1 TO 2022 SERVICE AGREEMENT FOR  
HFI FOR PLUMBING SERVICES**

This Supplement #1 amends the original 2022 Service Agreement with HFI for plumbing repair and inspection services for all facilities maintained by the Department, which was entered into on November 9, 2021, and which is attached hereto and incorporated herein by reference.

1. **Article 4. Compensation** provides that the not to exceed cost of this Service Agreement could be amended to add additional services not set forth in the original agreement. The original Not to Exceed cost was \$60,000. The Supplement #1 would increase the total compensation allowed under this Agreement by \$10,000, to a new Not to Exceed cost of to \$70,000, after the Department determined it had underestimated the amount of work they would have for HFI to perform
2. In all other aspects, the Agreement shall remain in effect as originally written.

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

**OWNER**

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

\_\_\_\_\_  
Jennifer Lloyd  
Vice President, Board of Public Works

\_\_\_\_\_  
Elizabeth Karon  
Secretary, Board of Public Works

Date: \_\_\_\_\_

\_\_\_\_\_  
John Hamilton  
Mayor

Date: \_\_\_\_\_

**CONTRACTOR**

\_\_\_\_\_  
Steve Dawson, President of HFI

Date: \_\_\_\_\_

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
8/26/2022	Payroll				493,765.56
					<u>493,765.56</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 \$ 493,765.56

**Dated this 30th day of August year of 2022.**

\_\_\_\_\_

Kyla Cox Deckard, President                      Jennifer Lloyd, Vice President                      Elizabeth Karon, 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

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**Project/Event:** Bid for Downtown Alleys Repaving Phase II Project  
**Petitioner/Representative:** Engineering Department  
**Staff Representative:** Matt Smethurst  
**Date:** August 30th, 2022

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**Report:** On August 29<sup>th</sup>, 2022, staff opened a bid that was solicited by the Engineering Department for the Downtown Alleys Repaving Phase II Project. No other Bids were received.

A Base Bid of \$622,286.83, with a Bid for Alternate #1 of \$389,682.51 was received from Groomer Construction, Inc.

The Bid received from Groomer Construction was substantially higher than the Engineer's Estimate for the project. As such, staff is asking the Board to reject the bid for the Downtown Alleys Repaving Phase II Project.



## Board of Public Works Staff Report

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**Project/Event:** Approve LPA-Consulting Contract with Butler, Fairman & Seufert, Inc. for Preliminary Engineering Services for the High Street Intersection Modernizations and Multiuse Path Project

**Petitioner/Representative:** Engineering Department

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

**Date:** 8/30/2022

---

**Report:** This project will begin with a conceptual scoping exercise, but the project is tentatively expected to construct a multiuse path on the east side of High Street from Arden Drive to 3rd Street and to modernize the three existing traffic signals within the project limits. The project is included in the Bloomington/Monroe County Metropolitan Planning Organization (MPO) Transportation Improvement Plan (TIP) for design, right-of-way acquisition, and construction (\$3,892,064 in federal funds for up to 80% of project costs).

The City sought proposals for design services for the project and BF&S was the highest scoring firm out of the six proposals received. This contract is set at a not-to-exceed amount of \$862,750. Construction of this project is anticipated in 2026.

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<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval (INDOT-LPA Contract)	Future	2022
<b>Design Services Contract</b>	<b>Current Item</b>	<b>8/30/2022</b>
ROW Services Contract	Future	2023
Construction Inspection Contract	Future	2025
Construction Contract	N/A*	2025

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

# City of Bloomington Contract and Purchase Justification Form

Vendor: Butler, Fairman & Seufert

Contract Amount: \$862,750

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

## PURCHASE INFORMATION

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

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

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

# of Submittals: 6	Yes	No	
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Was the lowest cost selected? (If no, please state below why it was not.) <span style="float: right;">Yes No</span> <input type="checkbox"/> <input checked="" type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Per INDOT requirements, selection was based on qualifications per the highest scoring submittal
Was an evaluation team used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Was scoring grid used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

3. State why this vendor was selected to receive the award and contract:  
 Highest scoring submittal, indicating most qualified consultant, was selected per INDOT requirements for using federal funding.

Neil Kopper  
 \_\_\_\_\_  
 Print/Type Name

Senior Project Engineer  
 \_\_\_\_\_  
 Print/Type Title

Engineering  
 \_\_\_\_\_  
 Department

## LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of \_\_\_\_\_ 2022 ("Effective Date") by and between the 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.

Des. No.: 2200020

Project Description: High Street Multiuse Path and Intersection Modernizations: extension of the existing shared-use path along High Street, from Arden Drive to 3<sup>rd</sup> Street.

### RECITALS

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

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

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

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

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

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

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

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

**SECTION III TERM.** The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be October, 2028. 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 \$ 862,750.00.

**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.

**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  
Jennifer Lloyd, Vice President

\_\_\_\_\_  
Signature  
Elizabeth Karon, Secretary

\_\_\_\_\_  
Signature  
Beth Cate, Corporation Counsel



## 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 (INDOT) and Federal Highway Administration (FHWA).

Project Description: High Street Multiuse Path and Intersection Modernizations: an extension of the existing High Street multiuse path from Arden Drive to 3<sup>rd</sup> Street. The 10-foot wide HMA path will be located along the east side of High Street, from the north side of Arden Drive to 3<sup>rd</sup> Street. Crossing improvements at each street intersection, including signal modernizations at Moores Pike, 2<sup>nd</sup> Street and 3<sup>rd</sup> Street, are to be included in the project. Drive and path improvements along 1<sup>st</sup> Street from High Street to Rogers Elementary School are to be included.

The CONSULTANT shall be responsible for performing the following activities:

#### A. CONCEPTUAL SCOPING REPORT

Prior to the initiation of other Project activities, the CONSULTANT shall investigate options for project improvements and develop a Conceptual Scoping Report summarizing the options considered and the recommendations for a final configuration and scope.

1. Path options to be considered include whether the path should be located solely on the east side of High Street, solely on west side of High Street, or a combination.
2. Intersection improvement options (lane configuration, signals, ramps) will be considered at all path/street crossings, including the possible realignment of High Street at 3<sup>rd</sup> Street to align with Bryan Avenue, modifications of the 3<sup>rd</sup> Street intersections and/or signals at both Bryan and Union.
3. Factors to be considered in the investigation include costs and overall impacts to right-of-way, utilities, historic properties, environmental and tree impacts, stormwater modifications or improvements, public safety, and input from the public and stakeholders.
4. Existing GIS data and site observations will be utilized to document constraints and opportunities related to each option.

#### B. PUBLIC ENGAGEMENT

1. Conceptual Scoping Report Phase
  - a. The CONSULTANT shall assist the LPA in the creation and facilitation of a public survey to gather public input regarding the proposed path improvements.
  - b. The CONSULTANT shall facilitate a Public Information Meeting to gather public input and present optional alignments to the public. The CONSULTANT shall prepare visual materials for the meeting and deliver them to the LPA for review prior to the meeting. The general public and specific project-related stakeholders (identified by the LPA) will be invited to attend the meeting.
  - c. If requested by the LPA, the CONSULTANT shall facilitate a second Public Information Meeting to present conceptual alignments to the public.
2. Project Design Phase
  - a. If requested by the LPA, the CONSULTANT shall facilitate additional Public Information Meeting(s) to inform the public of project progress and any updates to the proposed improvements. These Public Information Meetings are separate from, and will not qualify as, NEPA Public Involvement Hearings.

### C. TOPOGRAPHIC SURVEY

1. Field survey data shall be in conformance with the requirements of Title 865 IAC 1-12 et sequential and the Indiana Design Manual, Part III, Location Surveys.
2. As a minimum the survey will include locating all visible features necessary for the proper design of the proposed improvements within the existing and proposed future right-of-way. This shall be done to ensure the most efficient design can be achieved which will minimize land acquisition and relocation costs. These features will include buildings, paved surfaces, shrubs, signs, poles, utilities, manholes, valves and meters, utility locations marked by others, individual trees in lawn areas, and limits of heavily wooded areas.
3. Before field work commences, an IUPPS ticket will be submitted for utility locates along the project route. Any marks completed by the respective utilities or their locators will be tied into the survey and graphically shown on the finished product.
4. Sufficient elevation shots will be taken (cross sections at a maximum of 100-foot intervals with intermediate grade changes taken as necessary) so that an accurate Digital Terrain Model (DTM) of the existing ground conditions can be created. One-foot contours will be created from the DTM and included in the survey submittal.
5. The Field Survey will be integrated with the United States Public Land System and physical monumentation as necessary to acquire Right of Way for this project in accordance with Title 865 IAC 1-12 et sequential.
6. Deed research, property ownership and right of way determination will be completed to show the limits of property ownership on the topographic survey. Research at the Monroe County offices or any other entity will be completed to facilitate the determination of these lines.
7. A survey centerline will be established, set and referenced in the field at a maximum interval of 1,300 feet. The design plans will reference this survey centerline so that the survey control can be used to establish the construction centerline.
8. Vertical control points (benchmarks) will be set at a maximum interval of 1,300 feet.
9. A Location Control Route Survey Plat will be completed for the survey limits, where necessary for Right of Way Acquisition.

### D. ENVIRONMENTAL SERVICES:

The environmental services required to develop this project shall meet the National Environmental Policy Act of 1969 (NEPA) regulations and, as appropriate, latest versions of the NEPA and the Indiana Department of Transportation (INDOT) Decision Making Process, INDOT Procedural Manual for Preparing Environmental Documents, INDOT Categorical Exclusion Manual, and Chapter 8 of the INDOT LPA Process Guidance Document for Local Federal-Aid Projects.

The environmental document completed for this project will be coordinated, as required, with the Environmental Scoping Manager at the INDOT Seymour District, and as appropriate, the INDOT Office of Environmental Services, and the Federal Highway Administration.

The CONSULTANT shall provide the following services and environmental documentation:

1. Public Involvement:
  - a. The CONSULTANT shall prepare and advertise a legal notice offering the public the opportunity to request a Public Hearing per Part I, Section IV, C, 5a of the INDOT PIPPM. If no requests are forthcoming prior to the established deadline date, the CONSULTANT shall obtain Public Involvement certification from the Public Hearings Section at INDOT prior to receiving final environmental document approval.
  - b. If limited requests for a Public Hearing are received and it is determined by the CONSULTANT that the comments received could be adequately answered by meeting individually with those respondents, the CONSULTANT shall conduct individual meetings, either in-person or via telephone. All comments received will be answered and submitted to the INDOT Public Hearings Section for Public Involvement certification prior to receiving final environmental document approval.

### C. TOPOGRAPHIC SURVEY

1. Field survey data shall be in conformance with the requirements of Title 865 IAC 1-12 et sequential and the Indiana Design Manual, Part III, Location Surveys.
2. As a minimum the survey will include locating all visible features necessary for the proper design of the proposed improvements within the existing and proposed future right-of-way. This shall be done to ensure the most efficient design can be achieved which will minimize land acquisition and relocation costs. These features will include buildings, paved surfaces, shrubs, signs, poles, utilities, manholes, valves and meters, utility locations marked by others, individual trees in lawn areas, and limits of heavily wooded areas.
3. Before field work commences, an IUPPS ticket will be submitted for utility locates along the project route. Any marks completed by the respective utilities or their locators will be tied into the survey and graphically shown on the finished product.
4. Sufficient elevation shots will be taken (cross sections at a maximum of 100-foot intervals with intermediate grade changes taken as necessary) so that an accurate Digital Terrain Model (DTM) of the existing ground conditions can be created. One-foot contours will be created from the DTM and included in the survey submittal.
5. The Field Survey will be integrated with the United States Public Land System and physical monumentation as necessary to acquire Right of Way for this project in accordance with Title 865 IAC 1-12 et sequential.
6. Deed research, property ownership and right of way determination will be completed to show the limits of property ownership on the topographic survey. Research at the Monroe County offices or any other entity will be completed to facilitate the determination of these lines.
7. A survey centerline will be established, set and referenced in the field at a maximum interval of 1,300 feet. The design plans will reference this survey centerline so that the survey control can be used to establish the construction centerline.
8. Vertical control points (benchmarks) will be set at a maximum interval of 1,300 feet.
9. A Location Control Route Survey Plat will be completed for the survey limits, where necessary for Right of Way Acquisition.

### D. ENVIRONMENTAL SERVICES:

The environmental services required to develop this project shall meet the National Environmental Policy Act of 1969 (NEPA) regulations and, as appropriate, latest versions of the NEPA and the Indiana Department of Transportation (INDOT) Decision Making Process, INDOT Procedural Manual for Preparing Environmental Documents, INDOT Categorical Exclusion Manual, and Chapter 8 of the INDOT LPA Process Guidance Document for Local Federal-Aid Projects.

The environmental document completed for this project will be coordinated, as required, with the Environmental Scoping Manager at the INDOT Seymour District, and as appropriate, the INDOT Office of Environmental Services, and the Federal Highway Administration.

The CONSULTANT shall provide the following services and environmental documentation:

1. Public Involvement:
  - a. The CONSULTANT shall prepare and advertise a legal notice offering the public the opportunity to request a Public Hearing per Part I, Section IV, C, 5a of the INDOT PIPPM. If no requests are forthcoming prior to the established deadline date, the CONSULTANT shall obtain Public Involvement certification from the Public Hearings Section at INDOT prior to receiving final environmental document approval.
  - b. If limited requests for a Public Hearing are received and it is determined by the CONSULTANT that the comments received could be adequately answered by meeting individually with those respondents, the CONSULTANT shall conduct individual meetings, either in-person or via telephone. All comments received will be answered and submitted to the INDOT Public Hearings Section for Public Involvement certification prior to receiving final environmental document approval.

- c. If a Public Hearing is required, or the LPA desires to hold a Public Hearing, the CONSULTANT shall prepare and advertise a legal notice per Part I, Section IV, C, 5c of the INDOT PIPPM, coordinate, prepare for and conduct a Public Hearing per Part I, Section VI, D, and prepare a Transcript and comment/response sheets. Subsequent to the requirements of the Public Hearing, the CONSULTANT shall obtain Public Involvement certification from the INDOT Public Hearings Section prior to receiving final environmental document approval.
2. Early coordination with various required local, state and federal agencies.
3. Project corridor impact evaluation including:
  - a. Waters Report and wetland determination/delineation
  - b. Ecological Evaluation Form
  - c. Threatened and endangered species review
  - d. Karst, Sole Source Aquifers, Wellhead Protection Areas, Ground Water, Surface Water and Drinking Water reviews.
  - e. Floodplain review
  - f. Farmland review and completion of the Farmland Conversion Impact Rating form (NRCS-CPA-106) for corridor type projects.
  - g. Section 6(f) (Land and Water Conservation Fund) and Section 4(f) (public park and recreation land, wildlife and waterfowl refuges and historic properties) reviews.
  - h. Identification and recording of existing documentation in regard to the criteria air pollutants and the conformity status of the project in addition to identifying additional requirements beyond conformity (hot spot analyses and mobile source air toxics analyses) that may be applicable.
  - i. Community impacts, Indirect and Cumulative Impacts, Relocation Studies.
  - j. Determination of the Regulatory Permits required for the project.
  - k. Environmental Justice determination.
4. Section 106 Consultation including, as appropriate,
  - a. Historic Property Report
  - b. Coordination with Consulting Parties
  - c. Section 106 documentation, meetings, and the advertising of legal notices for a “No Adverse Effect” or an “Adverse Effect” finding pursuant to 36 CFR 800.11(e), (f), or (g) based upon results of the Historic Property Report and consultation with the State Historic Preservation Officer (SHPO), the Indiana Department of Transportation (INDOT) Cultural Resources Section (CRS) and other consulting parties. If needed, preparation of a Memorandum of Agreement associated with the 36CFR 800.11(e) for an “Adverse Effect”.
  - d. Prepare a Cemetery Development Plan to be reviewed and approved by SHPO/INDOT CRO.
5. Evaluation of Hazardous Materials and Regulated Substances, including:
  - a. Completion of a Red Flag Investigation.
  - b. Completion of a Hazardous Waste Site Assessment form.
  - c. Evaluation of the need for a Phase I ESA to determine specific contamination.

Items not included in the above descriptions include the following:

1. Mitigation plans
2. Stream enhancement plans
3. Endangered species studies or reports beyond the minimum early coordination review of the Indiana bat and the northern long-eared bat.
4. Archaeological studies beyond a Phase 1a reconnaissance.
5. Woody revegetation plan
6. Phase I or Phase II Environmental Site Assessment

#### E. ENVIRONMENTAL PERMITS

The CONSULTANT shall assist the LPA in submitting and obtaining a Construction in a Floodway permit (assuming hydraulic modeling is not required) from the Indiana Department of Natural Resources (IDNR), and water quality permits from the U.S. Army Corps of Engineers and IDEM, all related to the culvert extension at West Fork Jackson Creek.

#### F. PROJECT DESIGN

1. Project Limits are as described above in Project Description.
2. The CONSULTANT shall prepare preliminary plans and preliminary estimates of cost, which shall be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: Chapter 7 (Plan Preparation) of the "INDOT LPA Guidance Document for Local Federal-Aid Projects" (latest revision), INDOT 3-R Design Standards, American Association of State Highway and Transportation Officials "A Policy on Geometric Design of Highways and Streets", Indiana Department of Transportation's Standard Specifications, Road and Bridge Memoranda and Road and Bridge Design Manuals except as modified by supplemental specifications and special provisions, if any.
3. Hydraulic Submission for Structures and Culverts: if required, the CONSULTANT shall prepare the Hydraulic Submittal in accordance with Indiana Design Manual Section 14-2.04(01) (not anticipated).
4. The CONSULTANT shall determine the need for Level 1 Design exceptions that will be required during the project development. All necessary documentation to request a formal Level 1 Design Exception shall be completed, plans and design calculations shall be prepared in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the Field Check Plans are distributed: "Indiana Department of Transportation Design Standards for 3R Projects", Indiana Department of Transportation's Standard Specifications, Road and Bridge Memoranda, except as modified by supplemental specifications and special provisions, if any.
5. Stage 1 Review Submission: The CONSULTANT shall submit Stage 1 Plans to the LPA, and INDOT if required, for review and approval, including LPA review meeting.
6. Preliminary Field Check Plans and Meeting: The CONSULTANT shall prepare necessary information and notices and conduct a Preliminary Field Check.
7. Stage 2 Review Submission: The CONSULTANT shall submit Stage 2 Plans to the LPA, and INDOT if required, for review and approval, including LPA review meeting.
8. Stage 3 Review Submission: Following receipt of the public hearing certification, the CONSULTANT shall complete the final plans, special provisions (recurring and unique), final opinions of probable construction costs, and all other necessary documents, reports and calculations. The opinion of probable construction cost shall be prepared according to the current practices of the INDOT and shall include all items of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but shall not include the cost of such items of work for which the LPA, through its own forces or through other party or parties will prepare detail plans. The unit prices to be used shall be in accordance with the methods used by the INDOT. The CONSULTANT shall submit Stage 3 Review Submission to the LPA for review prior to submittal to INDOT for review and approval.
9. Final Tracings Package: Upon receipt of Stage 3 Review Submission review comments from INDOT, the CONSULTANT shall submit to the LPA and INDOT all required documentation for the Final Tracings Package Submission.
10. Bid Assistance: The CONSULTANT shall provide contract document and bid assistance to INDOT and the LPA, including review of INDOT's Contract Information Book and addressing contractor inquiries.

11. The CONSULTANT shall provide the design, the layout, and configuration of the path and other bicycle-pedestrian improvements for the entire length of the project route, including pavement, connections to existing trails and streets, street and drive crossings, concrete pads at existing bus stops, roadway curb and gutter, and related storm sewer improvements.
12. The CONSULTANT shall provide the design, layout, plans and details for modular block retaining walls required along the route.
13. The CONSULTANT shall provide the design, layout, plans and details for the trail crossing of West Fork Jackson Creek, assumed to be the extension of the existing High Street culvert.
14. The CONSULTANT shall provide the design of all safety and traffic signs along the trail and at street crossings.
15. The CONSULTANT shall provide design of curb ramps and crosswalks at all street crossings.
16. The CONSULTANT shall provide the design of new signal and signal pole installations, including bicycle-pedestrian signals, at Moores Pike, 2<sup>nd</sup> Street and 3<sup>rd</sup> Street.
17. The CONSULTANT shall provide design for additional bicycle-pedestrian improvements needed at and along the 1<sup>st</sup> Street connection to Rogers Elementary School.
18. The CONSULTANT shall perform a tree impact study and develop a tree replacement plan.
19. The CONSULTANT shall assist the LPA in submitting and obtaining permits and approvals for the project from all state and local governing agencies for an IDEM Construction Stormwater General Permit (CSGP).
20. The CONSULTANT shall make a study of the possible flood hazards that may be encountered on the project in accordance with Volume 6, Chapter 7, Section 3, Subsection 2 of the Federal-Aid Highway Program Manual entitled "Location and Hydraulic Design of Encroachment of Flood Plains".

#### G. TRAFFIC DATA COLLECTION AND ANALYSIS

1. Collect traffic counts, with full turning movements, at Moore's Pike, 2nd, 3rd/Bryan, and Union.
2. Enter the traffic data into the LPA's existing synchro City-wide traffic model to evaluate options for intersection reconfiguration.

#### H. UTILITY COORDINATION SERVICES

##### UTILITY COORDINATION

The CONSULTANT shall perform utility coordination which shall include the following in accordance with 105 IAC 13 "Utility Facility Relocation on Construction Contracts" for INDOT and federal-aid local projects:

1. Utility Coordination Project Management, project meetings, and monthly reports
2. Utility coordination for Environmental Documentation, and utility commitment resolution from environmental document commitment list
3. Perform IUPPS 811 Design Ticket and area research to determine utilities in the area of the project
4. Send out Initial Notice Letters for preliminary contact to all utilities, both public and private, to establish: a point of contact, the location of the utilities facilities within the field survey limits, and documentation of reimbursable property interests if any.
5. Send out Verification of Existing Facility Letters and plans to all utilities, review response information as they are obtained and update / coordinate the update of the project topographical information.
6. Notify utilities of the preliminary field check meeting and attend to discuss both locations of existing facilities shown on the plans and potential conflicts between the utilities and the proposed project.
7. Send out Conflict Analysis Letters to all utilities with revised plans and utility information based on responses from Verification of Existing Facilities and discussions at the Preliminary Field Check to verify any remaining conflicts with the proposed improvements for the project.
8. Send out Preliminary Final Plans, Requests for Work Plans Letters and Work Plan Documents to each utility. AutoCAD files will be prepared and sent to utilities upon request.

9. Review Utility Relocation Work Plans and Relocation Drawings for possible conflicts with the proposed improvements for the project, and for conflicts between additional utilities and their proposed relocations.
10. Coordinate a final utility coordination meeting if necessary to discuss utility relocations with all relevant utilities.
11. Prepare utility coordination certification, utility special provision, utility relocation Gantt chart for final submittals.
12. Prepare “no involvement” railroad coordination certification.
13. Issue all approved work plan letters to the utilities unless otherwise directed by the LPA or INDOT.

#### UTILITY COORDINATION CONSTRUCTION PHASE

The CONSULTANT shall perform utility coordination construction phase which shall include the following in accordance with 105 IAC 13 “Utility Facility Relocation on Construction Contracts” for INDOT and federal-aid local projects:

1. Draft and issue pre-construction and relocation Notice-To-Proceed letters to the utilities as necessary for the project unless otherwise directed by the LPA or INDOT.
2. Assist in coordination the completion of utility relocation dependency items by others (such as staking of the right-of-way, clearing, grubbing, etc.) with the parties performing the work to ensure it is completed in a timely fashion to allow utility relocations to be completed on time.
3. Send letters & communication follow-up during utility progress to monitor progress and schedules
4. Attend the project pre-construction meeting.
5. Attend field meetings and or utility related conference calls.
6. Remain available throughout construction as needed for unforeseen conditions.

#### SUBSURFACE UTILITY INVESTIGATION (SUI) (SUBCONSULTANT PROVIDER)

SUI is not anticipated.

#### SUBSURFACE UTILITY ENGINEERING (SUE) COORDINATION & SURVEY

SUE is not anticipated.

#### UTILITY RELOCATION STAKING

The CONSULTANT shall perform staking of the right-of-way, proposed structures, or other design items necessary for utilities to perform their relocation prior to the contract being let on an as needed basis.

#### FOLLOW-UP UTILITY SURVEY

The CONSULTANT shall re-submit Indiana 811 tickets to get existing utilities located throughout the project limits in specific areas of concern due for design and utility coordination purposes in the event that utility was not marked for original topographic survey, or additional information is needed, which requires additional site visits for survey collection. This work will be performed on an as needed basis.

#### I. GEOTECHNICAL INVESTIGATION

The CONSULTANT shall make or cause to be made a complete Geotechnical Investigation in accordance with "Requirements for Geotechnical Investigations" dated 1 November 1984. Copies of this document are on file with INDOT and the documents are incorporated herein by reference and is made a part hereof. Borings shall extend sufficiently in depth to obtain characteristic data for the proper design of foundations. In the event more extensive boring, sampling, and testing is needed, a supplemental agreement shall be executed to pay for the additional work. The Consultant shall backfill bore holes or cause to be backfilled in accordance with "Aquifer Protection Guidelines" dated December 9, 1987. A copy of the document is on file with the INDOT, Division of Materials and Tests, Geotechnical section.

- J. Upon final approval of the Final Tracings Package submittal by the LPA, the CONSULTANT shall deliver to the LPA the following, which shall become the property of the LPA:
1. Sets of final approved tracings of the contract plans drawn to a suitable scale on standard 36" x 23" sheets prepared in AutoCAD and Adobe Acrobat® .pdf format (latest versions at the time of completion of the plans) on CD-ROM.
  2. Set of Special Provisions for the Specifications in Adobe Acrobat® .pdf format (latest version at the time of completion of the plans) on CD-ROM.
  3. Copy of the construction cost estimates in Adobe Acrobat® .pdf format (latest version at the time of completion of the plans) on CD-ROM.
  4. Copy all design computations, quantity calculations, indexed, paged and bound in Adobe Acrobat® .pdf format (latest version at the time of completion of the plans) on CD-ROM.
  5. Two (2) paper copies of the final approved tracings of the contract plans drawn to a suitable scale on standard 36" x 23" sheets, delivered to City of Bloomington Utilities.
- K. The CONSULTANT shall provide project management and administration services, including the following:
1. Assist the LPA in updating the Quarterly Tracking Reports and attend and participate in the MPO Quarterly Tracking and Review meetings, primarily via conference call, providing timely and accurate federal aid project updates.
  2. Provide the LPA with documentation necessary for submission of vouchers to INDOT for reimbursement of services.
  3. Attend all such conferences with the officials of the LPA and other interested agencies as may be required in connection with the work.
  4. Coordinate with all sub-consultants for their respective elements of the project and their delivery schedules.
- L. Additional general data shall be issued at the mutual agreement of the CONSULTANT and the LPA. The CONSULTANT does not authorize or assume liability for any reuse of the documents or digital materials described in this section for any purpose other than this project and the specific use intended, unless adapted by and approved by the CONSULTANT.
- M. RIGHT-OF-WAY ENGINEERING
- The CONSULTANT shall provide right-of-way engineering in accordance with the procedures and standards as indicated in the Indiana Department of Transportation, Land Acquisition Division, Right-of-Way Engineering Procedures Manual including the following:
1. Establish Right-of-Way required for acquisition as well as template for documentation; coordinate Right-of-Way efforts with client, design, and subconsultants.
  2. Provide a documented title search (T&E Report) for each parcel prepared by an abstractor as approved by the Indiana Department of Transportation.
  3. Provide legal descriptions and land plats for each parcel. The descriptions shall be prepared and certified by an Indiana Professional Surveyor.
  4. Prepare Right-of-Way Plans.
  5. Provide an Appraisal Problem Analysis (APA) for each parcel prepared by an appraiser as approved by the Indiana Department of Transportation (INDOT).



## **APPENDIX "B"**

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

The LPA shall furnish the CONSULTANT with the following:

- A. Assist the CONSULTANT in obtaining property owner information, deeds, plans of adjacent developments, section corner information, and any other pertinent information necessary to perform work under this Contract.
- B. Criteria for design and details for signs, signals, highways and structures such as grades, curves, sight distances, clearances, design loadings, etc.
- C. Specifications and standard drawings applicable to the project.
- D. Plans of existing structures and roads within the project limits, if available.
- E. All written views pertinent to the project that are received by the LPA.
- F. Actual relocation and land acquisition costs.
- G. Available data from the transportation planning process.
- H. Utility plans available to the LPA covering utility facilities throughout the affected areas.
- I. Guarantee access to enter upon public and private lands as required for the CONSULTANT under this Contract.
- J. All legal services as may be required for development of the project.
- K. Determining and obtaining locations/time/dates for all public meetings and/or hearings.

**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. At the time of the execution of this Contract, project letting is scheduled for October 8, 2025.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval by the approximate dates shown in the following submission schedule assuming Notice to Proceed Date for the Conceptual Scoping Report of October 3, 2022:

Conceptual Scoping Report	January 3, 2023
Topographic Survey Complete	April 3, 2023
Preliminary Field Check submission and conduct Field Check	August 1, 2023
RW Engineering Complete	October 16, 2023
Draft Environmental Document submitted to INDOT	January 3, 2024
Final Environmental Document approval from INDOT	July 1, 2024
Stage 3 Plan Submittal to INDOT	February 14, 2025
Final Tracing Plan Submittal to INDOT	June 16, 2025

**APPENDIX "D"**COMPENSATION:

## A. Amount of Payment

1. The CONSULTANT shall receive as payment for the services performed under this Contract, as identified in Items 2, 3, and 4 below, the total fee not to exceed \$862,750.00 unless a modification of the Contract is approved in writing by the LPA.

2. The CONSULTANT will be paid for the work performed under this Contract on a lump sum basis in accordance with the following schedule:

a. Conceptual Scoping Report	\$ 18,000.00
b. Topographic Survey	\$ 56,700.00
c. Environmental Document (CE)	\$ 19,900.00
d. Historic Properties Section 106/4(f) (CE)	\$ 31,800.00
e. IDNR Construction in a Floodway Permit (non-modeling)	\$ 3,400.00
f. IDNR Floodway Permit Tree Impact Analysis	\$ 1,350.00
g. IDEM 401/USACE 404 Water Quality Permits	\$ 5,100.00
h. Path Design	\$ 405,950.00
i. Traffic Signal Design	\$ 17,850.00
j. Traffic Counts and Analysis	\$ 13,000.00
k. IDEM CSGP Erosion and Sediment Control Permit	\$ 5,000.00
l. Project Management & Administration	\$ 20,200.00
m. Utility Coordination and Certification	\$ 13,900.00
n. Utility Coordination Construction Phase	<u>\$ 5,100.00</u>
Total Lump Sum	\$ 617,250.00

3. The CONSULTANT will be paid for the Right-of-Way Engineering services performed under this Contract in accordance with the following schedule:

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
a. Establish R/W and property lines R/W oversight	Lump Sum		\$17,500.00
b. T&E Reports	50 Parcels	\$500.00	\$25,000.00
c. Legal Descriptions and Land Plats	50 Parcels	\$1,900.00	\$92,500.00
d. R/W Plans	Lump Sum		\$17,000.00
e. Appraisal Problem Analysis	50 Parcels	\$300.00	<u>\$15,000.00</u>
Total R/W Engineering			\$167,000.00

4. The LPA agrees to compensate the CONSULTANT for On-Call Additional Services on the basis of actual hours of work performed on the project at the hourly billing rates noted in APPENDIX "D-1". The Hourly Billing Rates include overhead and fixed fee. The CONSULTANT will be paid for the following work under additional services in accordance with the following schedule:
- |  |                     |
|--|---------------------|
| a. Potential on-call additional services required:   | \$ 10,000.00        |
| 1. Pre-Construction Meeting  |                     |
| 2. Shop Drawing Reviews – reviewed and returned to LPA within 7 calendar days                      |                     |
| 3. Revisions to Contract Documents related to Owner and Property Owner(s) Right-of-Way Acquisition |                     |
| 4. Consultation during construction for unforeseen or unusual conditions                           |                     |
| b. Public Engagement & Information Meetings  | \$ 15,000.00        |
| c. NEPA Public Involvement (Hearing or Individual Meetings)  | \$ 11,000.00        |
| d. Utility Relocation Staking  | \$ 2,000.00         |
| e. Follow-up Utility Survey  | \$ 2,500.00         |
| f. Geotechnical Investigation  | <u>\$ 38,000.00</u> |
| Total On-Call Services   | \$ 78,500.00        |
5. The CONSULTANT will be paid for the following work as additional services, or on a fixed fee basis shown in the following schedule, in accordance with this contract, Item VI.6. (Changes in Work):
- |  |                    |
|--|--------------------|
| a. Additional Permits (if required)                        | (to be determined) |
| b. Subsurface Utility Investigation (SUI) (sub-consultant) | (to be determined) |
| c. Subsurface Utility Engineering (SUE) Coordination       | (to be determined) |
| d. SUE Survey  | (to be determined) |
| e. Right of Way Acquisition and Management Services        | (to be determined) |
| f. Right-of-Way Staking                                    | (to be determined) |
6. The CONSULTANT shall not be paid for any service performed by the LPA or services not required to develop this project. Costs for routine photocopy and paper reproduction, cellular phone costs, pager costs and computer time costs will not be paid as a reimbursable but is to be included in the above fees and overhead costs.

#### 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 LPA. The invoice voucher shall represent the value, to the LPA, of the partially completed work as of the date of the invoice voucher. The CONSULTANT shall attach thereto a summary of each pay item in Section A of this Appendix, percentage completed and prior payments in a form acceptable to the LPA.
2. The LPA for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay the CONSULTANT for rendering such services the fee established above upon completion of the work thereunder, acceptance thereof by the LPA and upon the CONSULTANT submitting an invoice as described above.
3. In the event of a substantial change in the scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with Item VI.6 (Changes in Work), as set out in this Contract.

**APPENDIX “D-1”**

**SCHEDULE OF COMPENSATION**

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

**HOURLY RATE SCHEDULE**

<u>Classification</u>	<u>Hourly Rate</u>
E-V Engineer V (Principal)	\$ 214.02
E-IV Engineer IV	\$ 185.69
E-III Engineer III	\$ 159.29
E-II Engineer II	\$ 124.91
E-I Engineer I	\$ 94.21
FP-V Field Personnel V	\$ 188.33
FP-IV Field Personnel IV	\$ 164.33
FP-III Field Personnel III	\$ 120.22
FP-II Field Personnel II	\$ 101.08
FP-I Field Personnel I	\$ 81.94
EA-III Engineer’s Assistant III	\$ 161.05
EA-II Engineer’s Assistant II	\$ 138.93
EA-I Engineer’s Assistant I	\$ 86.66
SP-1 Support Personnel I	\$ 59.85
C-II Clerical II	\$ 111.36
C-I Clerical I	\$ 73.19
P-III Planner/Environmental Specialist III	\$ 128.04
P-II Planner/Environmental Specialist II	\$ 92.51
P-I Planner/Environmental Specialist I	\$ 84.75

The Hourly Rates include an Overhead Rate of 164.20%, Facilities Capital Cost of Money Rate of 0.19%, and Profit Rate of 10.7%. The Hourly Rates are effective January 2022 and may be adjusted annually (beginning January 2023) to reflect changes in the compensation payable to the CONSULTANT.



## Board of Public Works Staff Report

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**Project/Event:** Approve Task Order 2 to Preliminary Engineering Contract with WSP USA for Neighborhood Greenway Projects

**Petitioner/Representative:** Engineering Department

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

**Date:** 8/30/2022

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**Report:** This contract contains services to complete preliminary engineering tasks for multiple Phase 1 neighborhood greenway projects as prioritized in the City's Transportation Plan. WSP USA is currently under contract for work on the following greenway projects: Weatherstone (Hawthorne to Hillside), Hawthorne (Weatherstone to 3rd), Sheridan/Southdowns (Woodlawn to Jordan), Southdowns/Ruby/Nancy (Jordan to High), and Covenanter (High to College Mall).

This contract is set up with an overall not-to-exceed amount of \$400,000 with individual design efforts divided into Task Orders that require individual fee amounts and approvals. Task Order 1 was part of the original overall contract approval and included the planning, public input, and conceptual design efforts with a not-to-exceed amount of \$153,835. This Task Order 2 includes services to complete detailed design for the Hawthorne and Weatherstone neighborhood greenways. Compensation for Task Order 2 is set at a not-to-exceed amount of \$143,847. The overall contract amount does not change with this Task Order approval. Additional future Task Orders for other design tasks will come to the Board for approval.

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<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	N/A	--
Design Services Contract	Approved	12/22/2020
Task Order 1	Approved	12/22/2020
Task Order 2	<b>Current Item</b>	8/30/2022
Task Order 3	Future	TBD
Construction Inspection Contract	N/A	--
Construction Contract	Future	TBD

## City of Bloomington Contract and Purchase Justification Form

Vendor: WSP USA

Contract Amount: \$400,000

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

### PURCHASE INFORMATION

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

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

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

# of Submittals: 2	Yes	No		Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Was the lowest cost selected? (If no, please state below why it was not.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Qualifications-based selection based on responses to RFQ.		
Was an evaluation team used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was scoring grid used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

WSP was selected for this contract based on an evaluation of their response to an RFQ.

\_\_\_\_\_  
Neil Kopper

Print/Type Name

\_\_\_\_\_  
Senior Project Engineer

Print/Type Title

\_\_\_\_\_  
Engineering

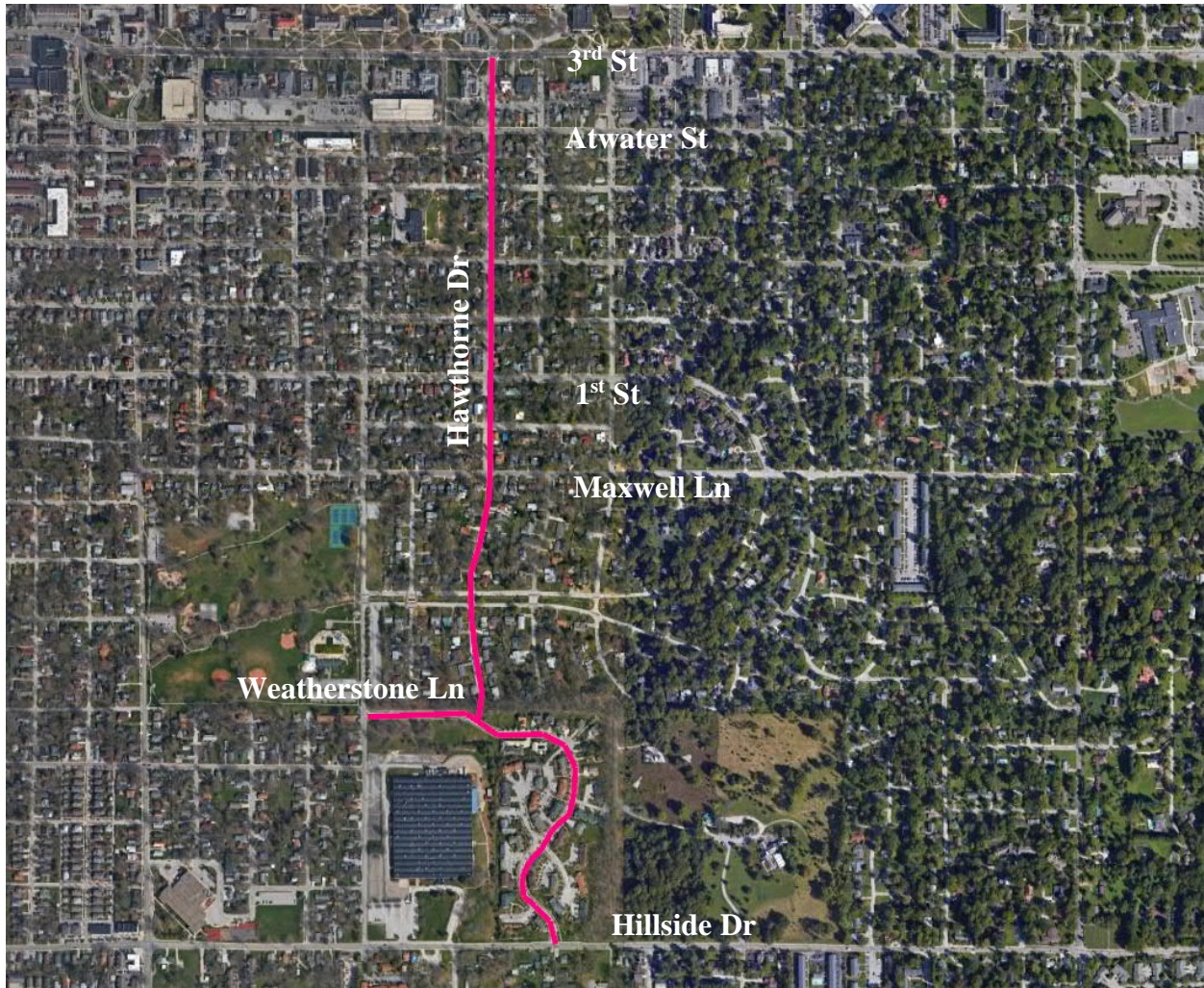
Department



**EXHIBIT 1 - SCOPE OF WORK**  
Hawthorne Drive and Weatherstone Lane Designs

The City of Bloomington has requested that WSP USA Inc. (WSP) perform design services for a portion of the Neighborhood Greenways in Bloomington, Indiana. The project limits, shown in Exhibit 1a, are as follows:

1. Hawthorne Drive from Weatherstone Lane to 3<sup>rd</sup> Street, including a trail connection from Hawthorne Drive to Weatherstone Lane
2. Weatherstone Lane from Woodlawn Avenue to Hillside Drive



The project will include the addition of curb bump outs and speed cushions to both Hawthorne Drive and Weatherstone Lane, as well as signs and pavement markings to denote the route as a Neighborhood Greenway. The project will include upstream traffic calming along three cross-streets (Atwater Street, 1<sup>st</sup> Street, and Maxwell Lane). The following intersection improvements are also included in the project:

- Hawthorne Drive & Atwater Street – proposed design is assumed to be a raised intersection with a pedestrian activated hybrid beacon (HAWK signal) or rectangular rapid flashing beacon (RRFB). The final decision on improvements at this location will be determined in coordination with the City.
- Hawthorne Drive & 1<sup>st</sup> Street – curb bump outs into 1<sup>st</sup> Street along southwest and southeast corners



A trail connection from the south end of Hawthorne Drive to Weatherstone Lane with pedestrian level lighting is included in the project scope.

WSP will be responsible for the following tasks as part of this Scope of Work:

### **Task 1. Project Management & Meetings**

Through its Quality Management System (QMS), WSP has a recognized project management and quality control system with an established series of tracking templates. It is through the QMS that WSP manages its projects, facilitating the team's adherence to project scope, schedule, and budget. WSP's project manager will comply with the QMS procedures by preparing a project management plan and associated documents to guide the project. Monthly invoices will be prepared for submittal to the City of Bloomington.

Up to two (2) WSP representatives will attend up to three (3) meetings with the City during the design process.

### **Task 2. Topographic Data Collection**

The survey subcontractor shall survey the project location. The field survey will be conducted to a level detailed enough to provide adequate information to complete the final design plans. WSP will coordinate, manage, and contract with the subcontractor, as well as perform quality reviews of the subcontractor's deliverables. The intersection of Weatherstone Lane and Hillside Drive will be surveyed as part of this task order but will be designed in a future task order.

Deliverables:

- Topographic Survey
- Fieldbook
- Location Control Route Survey (Weatherstone/Hillside Intersection only)

### **Task 3. Design**

As part of Task Order #1, WSP is preparing conceptual schematics of the proposed design. Based on the client and public feedback to the conceptual schematics, WSP will prepare the design plans, specifications, and estimate (PS&E) package for bidding.

WSP will prepare a preliminary (60%) plan set for submittal and review. The preliminary submittal will include:

- Locations and typical details of curb bump outs and speed cushions
- 60% level of detail for trail connection design and intersection improvements
- Signs and pavement markings
- Coordination with Duke on pedestrian lighting for the trail connection
- Pedestrian Activated Crossing layout (as needed)
- Preliminary cost estimate

After submittal of the preliminary plan set, WSP will coordinate a Field Check with the City of Bloomington. Up to two (2) WSP representatives will attend. WSP will prepare and distribute meeting minutes following the Field Check.

After the Field Check and receipt of comments on the preliminary plans, WSP will progress the plans to the Final Tracings submittal, considering review comments from the preliminary submittal during the final design phase. The Final Tracings submittal will include:

- Locations and typical details of curb bump outs and speed cushions
- Plan & Profile for trail connection
- Intersection improvement designs

- Signs and pavement markings
- Coordination with Duke on pedestrian lighting for the trail connection
- Pedestrian Activated Crossing details (as needed)
- Opinion of probable construction cost
- Project specifications

Deliverables:

- Preliminary Submittal
- Field Check Meeting Minutes
- Final Tracings Submittal
- Electronic Design Files

Exclusions / Assumptions:

- No right-of-way acquisition will be required for this project.
- The anticipated area of disturbance is minor, with no permits expected to be required. Permitting is excluded from this scope of work.
- No environmental documentation is required or included in this scope of work.
- It is assumed that no legal drains, wetlands, jurisdictional waterways, or streams exist in the area of the trail connection.
- Hydraulic Analysis and Design are excluded from this scope of work.
- Tree mitigation and a tree mitigation plan are excluded from this scope of work.
- A right-of-entry will be needed for the construction of two curb bump-outs at the intersection of Hawthorne Drive & 1<sup>st</sup> Street. The City of Bloomington will prepare and execute right-of-entries.
- The assumed design for the intersection of Hawthorne Drive & Atwater Street is a raised intersection with a rectangular rapid flashing beacon (RRFB) assembly.
- Lighting design will be completed by Duke. WSP will coordinate with Duke to provide the trail design and City requirements for the lighting design.
- No public meetings are included in this scope of work.
- The intersection improvement at Weatherstone Lane & Hillside Drive will be part of a future task order.
- Signal design and corresponding geotechnical investigation is excluded from this scope of work.
- The City will compile the Contract Information Book and bid package. WSP will provide the plans, specifications, and estimate to be included in the bid package.

#### **Task 4. Utility Coordination**

WSP will perform utility coordination for the design and construction of the project.

Results / Deliverables:

- List of Affected Utilities in the Project Area
  - Perform an Indiana 811 Design Inquiry Ticket to obtain a list of member utilities and contacts in the project limits.
  - Send Initial Notice of Proposed Project to utilities
  - Attend Initial Field Visit (1 person)
- Verify Utility Involvement & Utility Conflicts
  - Send Verification of Existing Facilities & Conflict Analysis Letters to utilities to determine extent of conflicts and practical solutions
  - Perform Conflict Analysis
  - Update CAD files with information provided by utilities
  - Attend Field Check (1 person)
  - Coordinate with designers to mitigate utility conflicts
- Utility Work Plans
  - Send Utility Work Plan requests to utilities

- Review Work Plans from utilities (up to 2 hours per utility)
- Coordinate with designers on conflict solutions
- Send Work Plan Approval & Notice to Proceed (NTP) letters to utilities (up to 1 hour per utility)
- Utility Certification & Utility Special Provisions
  - Prepare a Utility Special Provision similar to INDOT 107-R-169

Exclusions / Assumptions:

- Existing City of Bloomington Utilities information within the project limits will be provided by the City of Bloomington.
- It is assumed that there are no more than eight (8) utilities in the project area.
- The Consultant has no control over utility companies' level of effort or schedules. The City of Bloomington will be available for advice and will be available in matters where Bloomington's authority is needed, such as signing of official documents.
- The Consultant will review relocation plans and schedules to verify that all conflicts are resolved.
- The Consultant shall request a schedule from utilities, but no formal Gantt Chart will be provided.
- Detailed design and layout of affected utilities is excluded from this scope of work.
- Subsurface Utility Engineering is excluded from this scope of work.
- Reimbursable agreements are excluded from this scope of work.
- A digital CAD file showing master utility relocations or as-builts is excluded from this scope of work.

### **Task 5. Post-Design Services**

WSP will provide up to 16 hours of post-design engineering services, which could include:

- Attending the Pre-Construction Meeting
- Responding to RFI's
- Review of Shop Drawings

WSP will provide up to 16 hours of post-design utility coordination services, which could include:

- Attending the Pre-Construction Meeting
- Coordinating between the Utilities, Contractor, and City of Bloomington
- Answering Contractor questions
- Attending Construction Progress Meetings as needed, up to two (2) meetings

Deliverables:

- RFI Responses
- Shop Drawing Reviews

Exclusions / Assumptions:

- Construction Engineering is not included.
- Inspection services are not included.
- The approval of the shop drawings does not indicate Consultant's approval of Contractor's means and methods, technique, sequence or safety precautions and procedures.
- It is assumed that the City of Bloomington is responsible for the bidding process.



**Corporate Office**  
7172 N. Keystone Ave. Ste. G  
Indianapolis, IN 46240  
317.466.9520  
www.eticagroup.com  
Certified WBE | DBE

August 5, 2022

Eric Arthur, PE  
Lead Consultant, Civil Engineer  
Roadway Design  
WSP

**Re.: Bloomington Neighborhood Greenways  
City of Bloomington  
Etica Group Project 220101**

Dear Mr. Arthur:

The Etica Group, Inc. is pleased to submit this proposal for survey services for multiple intersections for the Bloomington Neighborhood Greenways.

We appreciate this opportunity and look forward to providing the highest quality of professional services in working with WSP.

Respectfully Submitted,

A handwritten signature in black ink that reads "Rodney J. Kelly". The signature is written in a cursive, flowing style.

Rodney J. Kelly, PS  
Director of Survey Services

Enclosures

cc: file

# **Bloomington Neighborhood Greenways**

**WSP**

**August 5, 2022**

## Project Description

This project for the City of Bloomington, as a subconsultant to WSP, is intended to make existing streets and crossings more pedestrian friendly, called neighborhood greenways. This will include bike lanes, bump outs, speed cushions, way finding signage, etc. by way of Etica Group providing topographic survey and existing right-of-way information to aid in the design of some of these features.

### TOPOGRAPHIC SURVEY

#### I. Site(s)

A. The following is included in this scope of work:

1. Weatherstone/Hillside Intersection: the widening of Hillside to provide space in the road for pedestrian and bike refuge island
  - a. Include Location Control Route Survey
  - b. Information should include detailed elevations in intersection for curb ramps and pedestrian refuge
  - c. 300 feet either side of Weatherstone
  - d. Include intersection of Olive and 75 feet south along Olive
  - e. Include 30 feet north of existing north curb line
  - f. 4 feet behind south sidewalk line, or existing right-of-way line (whichever is closest)
  - g. Include existing right-of-way based on record documents and observed evidence
  - h. Include utilities observed by evidence and Indiana 811
2. Hawthorne and Weatherstone Intersection: Trail Connection
  - a. Include existing right-of-way information based on record documents and observed evidence
  - b. utilities observed by evidence and Indiana 811
  - c. Information should include detailed elevations along Weatherstone north curb line and trail
  - d. Include detailed tree information (location and size for any tree at or larger than 3" dbh in the wooded area)
3. Hawthorne/1st Street Intersection: Improvement
  - a. Include existing right-of-way information based on record documents and observed evidence
  - b. utilities observed by evidence and Indiana 811
  - c. Topography shall include the south side of the intersection and a minimum of 25 feet beyond curve/curb lines in each direction of both roads
  - d. 4 feet behind south sidewalk line, or existing right-of-way line (whichever is closest)
4. Hawthorne/Atwater Intersection: Improvement
  - a. Include existing right-of-way information based on record documents and observed evidence
  - b. utilities observed by evidence and Indiana 811
  - c. Topography shall include full intersection and a minimum of 25 feet beyond curve/curb lines in each direction
  - d. 4 feet behind south sidewalk line, or existing right-of-way line (whichever is closest)

## **II. Topographic Data**

- A. All topographic data will be collected, processed, and provided by Etica Group in digital format. Certification shall be provided by means of a Survey Book

## **ASSUMPTIONS AND EXCLUSIONS**

- A. Horizontal control will be established in Monroe InGCS Coordinates or State Plane Coordinates (Indiana East Zone)
- B. Vertical control will be established in NAVD 88
- C. Collect general topography data within the specified limits shall include only visible locations of any utilities observed
- D. Level circuits with balanced elevations will be performed through all Etica Primary control and temporary benchmarks, when set
- E. INDOT INCORS Network will be utilized if any GPS observations are taken
- F. Research of local ownership or record lines, deed lines, right-of-way by the governing agency and subdivision plats will be acquired. If title research is required, this will be an additional fee.
- G. Detail observed storm and sanitary structures located within the survey limits including inverts and pipe sizes that are attainable, safely, and accurately. This fee does not include structures considered confined space entry.
- H. Submit requests to have utilities marked through Indiana 811 and provide utilities as obtained by Indiana 811 within survey book. Etica Group cannot guarantee the accuracy or completeness of the marked utilities by locate service providers. Utilities will be shown for horizontal location only. The depth, size, or any other features will not be noted, unless provided by locate service providers.
- I. Private utilities are not included
- J. The survey scope has been prepared with the intention of using traditional radial surveying techniques using robotic total stations, LiDAR, or GPS to measure and collect the onsite survey data.

## **SCHEDULE**

- A. The project schedule will be coordinated once a contract and Notice to Proceed (NTP) is granted.

## **DELIVERABLES**

- A. Electronic drawing of the survey in MicroStation. dgn format and associated digital terrain files and points, as needed
- B. PDF copy of the Location Control Route Survey signed and sealed by a professional surveyor in Indiana (Weatherstone/Hillside Intersection Only)
- C. PDF copy of the survey book (all intersections combined) sealed by a professional surveyor in Indiana

## **COMPENSATION**

### **A. Total to complete the scope of all 4 sites = \$58,805**

Individually, sites breakdown as follows:

1. Weatherstone / Hillside = \$22,452
2. Trail Connection = \$13,021
3. Hawthorne / 1st Street = \$9,150
4. Hawthorne / Atwater = \$14,182

Thank you again for the opportunity to submit on this request. If you have any further questions, please contact me at 317-946-6694 or rkelly@eticagroup.com

Respectfully,

Rodney Kelly, PS  
Director of Survey Services  
The Etica Group, Inc.  
8720 Castle Creek Parkway East Dr. Suite 400  
Indianapolis, IN 46250

Attachments: MFJ (Individual Site Fees)





## Manhour Fee Justification Bloomington Neighborhood Greenways Intersection Improvement Hillside Drive & Weatherstone Lane

Client: WSP  
 Project: Bloomington Neighborhood Greenways  
 Date: 8/5/2022  
 Cost Savings \*

Prepared by: RJK  
 Etica No.: 220101

Rates: 2022 OH+10.4% Rates

Topographic Survey: (Performed in Conjunction with Additional Topographic Surveys)*								
Task	Task Budget	Sr. Project Manager	Project Surveyor	CAD Technician	Crew Chief	Crew Chief	Title Researcher	
Prepare survey notice letters (12 Parcels)	\$388	1					2	
Field Pack-Field Operations, Scheduling, Safety and Coordination	\$508	1	1		1	1		
Establishing Horizontal Control & Vertical Control	\$929		1		5	3		
Quality Assurance-Control Check / Finalization	\$306	1	1					
811 Utility requests (+2nd Notice) & observations	\$534			2	2		1	
Data Collection for Topographic Survey	\$2,326	1	1		10	10		
Sanitary, Storm Sewer & Pipe Details (Estimated 22)	\$2,988	1	1	4	11	11		
Data Processing (Q/A) & CAD / Drafting	\$1,043		1	8				
Field Check (Q/C), Review	\$623	1	1	1		2		
Submittal Files	\$300	1		1				
Prepare Survey Book & Certification	\$670	1	4					
Project Administration and Coordination	\$555	3						
<b>Total Hours</b>		97	11	11	16	29	27	3
<b>Hourly Rate</b>			\$184.85	\$121.25	\$115.26	\$100.97	\$100.97	\$101.60
<b>Labor Total</b>		\$11,170	\$2,033	\$1,334	\$1,844	\$2,928	\$2,726	\$305



**Manhour Fee Justification  
Bloomington Neighborhood Greenways  
Intersection Improvement Hillside Drive & Weatherstone Lane**

Client: WSP  
 Project: Bloomington Neighborhood Greenways  
 Date: 8/5/2022  
 Cost Savings \*

Prepared by: RJK  
 Etica No.: 220101

Rates: 2022 OH+10.4% Rates

Location Control Route Survey (Performed in Conjunction with the Topographic Survey)*							
Task	Task Budget	Sr. Project Manager	Project Surveyor	CAD Technician	Crew Chief	Crew Chief	Title Researcher
Section Corner Recovery / Local Monuments / Centerline / App PLs	\$1,160		1	2	4	4	
Research (Includes visit to local agencies)	\$916	1	1				6
Process Field Data, Plotting and Drafting Survey Plat	\$1,533		8	4			1
Survey Analysis and Report	\$2,079	6	8				
QA / QC Review and Edits	\$306	1	1				
Plotting and Drafting Survey Plat	\$2,449	8	8				
Alignment Monuments Set and Referenced	\$1,114	1	1		4	4	
Project Administration, Recordation of survey and Coordination	\$370	2					
<b>Total Hours</b>	76	19	28	6	8	8	7
<b>Hourly Rate</b>		\$184.85	\$121.25	\$115.26	\$100.97	\$100.97	\$101.60
<b>Labor Total</b>	\$9,925	\$3,512	\$3,395	\$692	\$808	\$808	\$711
Estimated Direct Expenses & Unit Pricing							
Item	Task Budget	Quantity	Unit	Cost/ Unit	Total Cost		
Mileage includes one additional trip to county recorder's office for	\$250	400	Mile	\$0.63	250.00		
Lodging Expense <a href="https://www.in.gov/idoa/2459.htm">https://www.in.gov/idoa/2459.htm</a>	\$776	8	Per Night	\$97.00	776.00		
Per Diem Reimbursable	\$208	8	Per Day	\$26.00	208.00		
Recording Fee	\$50	2	Each	\$25.00	50.00		
Research Cost	\$60	12	Per Doc	\$5.00	60.00		
Postage for survey notices	\$12	12	Each	\$1.00	12.00		
<b>Expense Total</b>	<b>\$1,356</b>						
<b>TOTAL FEE</b>	<b>\$22,452</b>						



## Manhour Fee Justification Bloomington Neighborhood Greenways Trail Connection Hawthorne and Weatherstone

Client: WSP  
 Project: Bloomington Neighborhood Greenways  
 Date: 8/5/2022  
 Cost Savings \*

Prepared by: RJK  
 Etica No.: 220101

Rates: 2022 OH+10.4% Rates

Topographic Survey: (Performed in Conjunction with Additional Topographic Surveys)*							
Task	Task Budget	Sr. Project Manager	Project Surveyor	CAD Technician	Crew Chief	Crew Chief	Title Researcher
Prepare survey notice letters (3 Parcels)	\$286	1					1
Field Pack-Field Operations, Scheduling, Safety and Coordination	\$407	1	1		1		
Establishing Horizontal Control & Vertical Control	\$828		1		4	3	
Quality Assurance-Control Check / Finalization	\$306	1	1				
811 Utility requests (+2nd Notice) & observations	\$318			1	1		1
Data Collection for Topographic Survey	\$1,518	1	1		6	6	
Sanitary, Storm Sewer & Pipe Details (Estimated 6)	\$958		1	2	3	3	
Data Processing (Q/A) & CAD / Drafting	\$582		1	4			
Field Check (Q/C), Review	\$623	1	1	1		2	
Submittal Files	\$300	1		1			
Prepare Survey Book & Certification	\$427	1	2				
Project Administration and Coordination	\$370	2					
<b>Total Hours</b>	<b>58</b>	<b>9</b>	<b>9</b>	<b>9</b>	<b>15</b>	<b>14</b>	<b>2</b>
<b>Hourly Rate</b>		<b>\$184.85</b>	<b>\$121.25</b>	<b>\$115.26</b>	<b>\$100.97</b>	<b>\$100.97</b>	<b>\$101.60</b>
<b>Labor Total</b>	<b>\$6,924</b>	<b>\$1,664</b>	<b>\$1,091</b>	<b>\$1,037</b>	<b>\$1,515</b>	<b>\$1,414</b>	<b>\$203</b>



## Manhour Fee Justification Bloomington Neighborhood Greenways Trail Connection Hawthorne and Weatherstone

Client: WSP  
 Project: Bloomington Neighborhood Greenways  
 Date: 8/5/2022  
 Cost Savings \*

Prepared by: RJK  
 Etica No.: 220101

Rates: 2022 OH+10.4% Rates

Right-of-Way Assessment: (Performed in Conjunction with the Topographic Survey)*							
Task	Task Budget	Sr. Project Manager	Project Surveyor	CAD Technician	Crew Chief	Crew Chief	Title Researcher
Section Corner Recovery	\$1,114	1	1		4	4	
Local Monuments / Centerline Monument Recovery / App Prop Lines	\$1,212				6	6	
Research (Includes visit to local agencies)	\$611	1	1				3
Process Field Data	\$121		1				
Survey Analysis and Letter	\$1,837	6	6				
QA / QC Review and Edits	\$306	1	1				
Project Administration and Coordination	\$370	2					
<b>Total Hours</b>	44	11	10	0	10	10	3
<b>Hourly Rate</b>		\$184.85	\$121.25	\$115.26	\$100.97	\$100.97	\$101.60
<b>Labor Total</b>	\$5,570	\$2,033	\$1,213	\$0	\$1,010	\$1,010	\$305
Estimated Direct Expenses & Unit Pricing							
Item	Task Budget	Quantity	Unit	Cost/ Unit	Total Cost		
Mileage includes one additional trip to county recorder's office for	\$141	225	Mile	\$0.63	140.63		
Lodging Expense <a href="https://www.in.gov/idoa/2459.htm">https://www.in.gov/idoa/2459.htm</a>	\$291	3	Per Night	\$97.00	291.00		
Per Diem Reimbursable	\$78	3	Per Day	\$26.00	78.00		
Research Cost	\$15	3	Per Doc	\$5.00	15.00		
Postage for survey notices	\$3	3	Each	\$1.00	3.00		
<b>Expense Total</b>	<b>\$528</b>						
<b>TOTAL FEE</b>	<b>\$13,021</b>						



**Manhour Fee Justification  
Bloomington Neighborhood Greenways  
Intersection Improvement Hawthorne/1st Street**

Client: WSP  
 Project: Bloomington Neighborhood Greenways  
 Date: 8/5/2022  
 Cost Savings \*

Prepared by: RJK  
 Etica No.: 220101

Rates: 2022 OH+10.4% Rates

<b>Topographic Survey:</b> (Performed in Conjunction with Additional Topographic Surveys)*							
Task	Task Budget	Sr. Project Manager	Project Surveyor	CAD Technician	Crew Chief	Crew Chief	Title Researcher
Prepare survey notice letters (2 Parcels)	\$286	1					1
Field Pack-Field Operations, Scheduling, Safety and Coordination	\$407	1	1		1		
Establishing Horizontal Control & Vertical Control	\$323		1		1	1	
Quality Assurance-Control Check / Finalization	\$306	1	1				
811 Utility requests(+2nd Notice) & observations	\$318			1	1		1
Data Collection for Topographic Survey	\$1,114	1	1		4	4	
Sanitary, Storm Sewer & Pipe Details (Estimated 3)	\$438		1	1	1	1	
Data Processing (Q/A) & CAD / Drafting	\$467		1	3			
Field Check (Q/C), Review	\$522	1	1	1		1	
Submittal Files	\$300	1		1			
Prepare Survey Book & Certification	\$427	1	2				
Project Administration and Coordination	\$185	1					
<b>Total Hours</b>	<b>41</b>	<b>8</b>	<b>9</b>	<b>7</b>	<b>8</b>	<b>7</b>	<b>2</b>
<b>Hourly Rate</b>		<b>\$184.85</b>	<b>\$121.25</b>	<b>\$115.26</b>	<b>\$100.97</b>	<b>\$100.97</b>	<b>\$101.60</b>
<b>Labor Total</b>	<b>\$5,095</b>	<b>\$1,479</b>	<b>\$1,091</b>	<b>\$807</b>	<b>\$808</b>	<b>\$707</b>	<b>\$203</b>



## Manhour Fee Justification Bloomington Neighborhood Greenways Intersection Improvement Hawthorne/1st Street

Client: WSP  
 Project: Bloomington Neighborhood Greenways  
 Date: 8/5/2022  
 Cost Savings \*

Prepared by: RJK  
 Etica No.: 220101

Rates: 2022 OH+10.4% Rates

Right-of-Way Assessment: (Performed in Conjunction with the Topographic Survey)*							
Task	Task Budget	Sr. Project Manager	Project Surveyor	CAD Technician	Crew Chief	Crew Chief	Title Researcher
Section Corner Recovery	\$710	1	1		2	2	
Local Monuments / Centerline Monument Recovery / App Prop Lines	\$606				3	3	
Research (Includes visit to local agencies)	\$611	1	1				3
Process Field Data	\$121		1				
Survey Analysis and Letter	\$1,224	4	4				
QA / QC Review and Edits	\$306	1	1				
Project Administration and Coordination	\$370	2					
<b>Total Hours</b>	30	9	8	0	5	5	3
<b>Hourly Rate</b>		\$184.85	\$121.25	\$115.26	\$100.97	\$100.97	\$101.60
<b>Labor Total</b>	\$3,948	\$1,664	\$970	\$0	\$505	\$505	\$305
Estimated Direct Expenses & Unit Pricing							
Item	Task Budget	Quantity	Unit	Cost/ Unit	Total Cost		
Mileage includes one additional trip to county recorder's office for	\$88	140	Mile	\$0.63	87.50		
Lodging Expense <a href="https://www.in.gov/idoa/2459.htm">https://www.in.gov/idoa/2459.htm</a>	\$0		Per Night	\$97.00	0.00		
Per Diem Reimbursable	\$0		Per Day	\$26.00	0.00		
Research Cost	\$20	4	Per Doc	\$5.00	20.00		
Postage for survey notices	\$0		Each	\$1.00	0.00		
<b>Expense Total</b>	<b>\$108</b>						
<b>TOTAL FEE</b>	<b>\$9,150</b>						



## Manhour Fee Justification Bloomington Neighborhood Greenways Intersection Improvement Hillside Drive & Weatherstone Lane

Client: WSP  
 Project: Bloomington Neighborhood Greenways  
 Date: 8/5/2022  
 Cost Savings \*

Prepared by: RJK  
 Etica No.: 220101

Rates: 2022 OH+10.4% Rates

Topographic Survey: (Performed in Conjunction with Additional Topographic Surveys)*							
Task	Task Budget	Sr. Project Manager	Project Surveyor	CAD Technician	Crew Chief	Crew Chief	Title Researcher
Prepare survey notice letters (4 Parcels)	\$388	1					2
Field Pack-Field Operations, Scheduling, Safety and Coordination	\$407	1	1		1		
Establishing Horizontal Control & Vertical Control	\$626		1		3	2	
Quality Assurance-Control Check / Finalization	\$306	1	1				
811 Utility requests(+2nd Notice) & observations	\$534			2	2		1
Data Collection for Topographic Survey	\$1,616				8	8	
Sanitary, Storm Sewer & Pipe Details (Estimated 3)	\$941	1	1	2	2	2	
Data Processing (Q/A) & CAD / Drafting	\$934		2	6			
Field Check (Q/C), Review	\$909	2	1	1		3	
Submittal Files	\$300	1		1			
Prepare Survey Book & Certification	\$1,097	2	6				
Project Administration and Coordination	\$555	3					
<b>Total Hours</b>	71	12	13	12	16	15	3
<b>Hourly Rate</b>		\$184.85	\$121.25	\$115.26	\$100.97	\$100.97	\$101.60
<b>Labor Total</b>	\$8,612	\$2,218	\$1,576	\$1,383	\$1,616	\$1,515	\$305



## Manhour Fee Justification Bloomington Neighborhood Greenways Intersection Improvement Hillside Drive & Weatherstone Lane

Client: WSP  
 Project: Bloomington Neighborhood Greenways  
 Date: 8/5/2022  
 Cost Savings \*

Prepared by: RJK  
 Etica No.: 220101

Rates: 2022 OH+10.4% Rates

Right-of-Way Assessment: (Performed in Conjunction with the Topographic Survey)*							
Task	Task Budget	Sr. Project Manager	Project Surveyor	CAD Technician	Crew Chief	Crew Chief	Title Researcher
Section Corner Recovery	\$1,114	1	1		4	4	
Local Monuments / Centerline Monument Recovery / App Prop Lines	\$1,212				6	6	
Research (Includes visit to local agencies)	\$611	1	1				3
Process Field Data	\$121		1				
Survey Analysis and Letter	\$1,837	6	6				
QA / QC Review and Edits	\$306	1	1				
Project Administration and Coordination	\$370	2					
<b>Total Hours</b>	44	11	10	0	10	10	3
<b>Hourly Rate</b>		\$184.85	\$121.25	\$115.26	\$100.97	\$100.97	\$101.60
<b>Labor Total</b>	\$5,570	\$2,033	\$1,213	\$0	\$1,010	\$1,010	\$305
Estimated Direct Expenses & Unit Pricing							
Item	Task Budget	Quantity	Unit	Cost/Unit	Total Cost		
Mileage includes one additional trip to county recorder's office for	\$0		Mile	\$0.63	0.00		
Lodging Expense <a href="https://www.in.gov/idoa/2459.htm">https://www.in.gov/idoa/2459.htm</a>	\$0		Per Night	\$97.00	0.00		
Per Diem Reimbursable	\$0		Per Day	\$26.00	0.00		
Research Cost	\$0		Per Doc	\$5.00	0.00		
Postage for survey notices	\$0		Each	\$1.00	0.00		
<b>Expense Total</b>	<b>\$0</b>						
<b>TOTAL FEE</b>	<b>\$14,182</b>						



**Exhibit 2A - Rate Schedule**  
Hawthorne Drive and Weatherstone Lane Designs

P-Grade	Classification	Hourly Rate	Contract Rate
P-07	ASSISTANT CONSULTANT, CIVIL ENGINEER	\$ 34.88	\$ 89.81
P-07	ASSISTANT CONSULTANT, ENVIRONMENTAL ENGINEER	\$ 30.21	\$ 77.77
P-07	ASSISTANT CONSULTANT, PROJECT CONTROLS	\$ 35.10	\$ 90.37
P-07	ASSISTANT CONSULTANT, STRUCTURAL ENGINEER	\$ 34.14	\$ 87.89
P-07	ASSISTANT CONSULTANT, TRAFFIC ENGINEER	\$ 32.45	\$ 83.55
P-07	ASSISTANT CONSULTANT, WATER RESOURCES ENGINEER	\$ 33.90	\$ 87.29
P-08	ASSOCIATE CONSULTANT, CIVIL ENGINEER	\$ 38.14	\$ 98.20
P-08	ASSOCIATE CONSULTANT, ENVIRONMENTAL ENGINEER	\$ 35.78	\$ 92.12
P-08	ASSOCIATE CONSULTANT, GRAPHIC DESIGN	\$ 35.28	\$ 90.84
P-08	ASSOCIATE CONSULTANT, PROJECT ACCOUNTING	\$ 37.37	\$ 96.22
P-08	ASSOCIATE CONSULTANT, PROJECT CONTROLS	\$ 36.30	\$ 93.46
P-08	ASSOCIATE CONSULTANT, STRUCTURAL ENGINEER	\$ 38.13	\$ 98.17
P-08	ASSOCIATE CONSULTANT, TRAFFIC ENGINEER	\$ 36.66	\$ 94.39
P-08	ASSOCIATE CONSULTANT, TRANSPORTATION PLANNER	\$ 35.63	\$ 91.74
P-08	ASSOCIATE CONSULTANT, WATER RESOURCES ENGINEER	\$ 41.35	\$ 106.47
P-09	CONSULTANT, CIVIL ENGINEER	\$ 43.55	\$ 112.12
P-09	CONSULTANT, ENVIRONMENTAL ENGINEER	\$ 43.28	\$ 111.42
P-09	CONSULTANT, GRAPHIC DESIGN	\$ 40.78	\$ 105.00
P-09	CONSULTANT, LAND/URBAN PLANNER	\$ 35.53	\$ 91.48
X-09	CONSULTANT, PROJECT ACCOUNTING	\$ 40.31	\$ 103.79
P-09	CONSULTANT, PROJECT CONTROLS	\$ 43.01	\$ 110.74
P-09	CONSULTANT, STRUCTURAL ENGINEER	\$ 42.19	\$ 108.62
P-09	CONSULTANT, TRAFFIC ENGINEER	\$ 41.82	\$ 107.66
P-09	CONSULTANT, TRANSPORTATION PLANNER	\$ 41.37	\$ 106.52
T-06	COORDINATOR, TECHNICAL ENGINEERING SUPPORT	\$ 27.66	\$ 71.23
T-06	COORDINATOR, TECHNICIAN	\$ 27.63	\$ 71.15
X-13	DIRECTOR, CIVIL ENGINEER	\$ 91.55	\$ 235.71
X-13	DIRECTOR, INFRASTRUCTURE AND OPERATIONS	\$ 85.00	\$ 218.86
X-13	DIRECTOR, LOCAL BUSINESS LEADER	\$ 98.70	\$ 254.13
X-13	DIRECTOR, TRAFFIC ENGINEER	\$ 88.22	\$ 227.15
T-05	INTERN	\$ 20.71	\$ 53.33
X-11	LEAD CONSULTANT, CIVIL ENGINEER	\$ 65.06	\$ 167.52
X-11	LEAD CONSULTANT, TRAFFIC ENGINEER	\$ 60.02	\$ 154.53
T-10	LEAD TECHNICAL ENGINEERING SUPPORT SPECIALIST	\$ 52.87	\$ 136.13
T-10	LEAD TECHNICIAN	\$ 60.84	\$ 156.65
X-11	MANAGER, CONTRACTS	\$ 58.86	\$ 151.54
X-11	MANAGER, DESIGN SUPPORT	\$ 62.46	\$ 160.82
X-11	MANAGER, PROJECT ACCOUNTING	\$ 55.07	\$ 141.79
T-08	SPECIALIST, DESIGN SUPPORT	\$ 41.19	\$ 106.06
T-08	SPECIALIST, TECHNICAL ENGINEERING SUPPORT	\$ 40.45	\$ 104.15
T-08	SPECIALIST, TECHNICIAN	\$ 63.36	\$ 163.14
P-10	SR. CONSULTANT, CIVIL ENGINEER	\$ 50.54	\$ 130.13
P-10	SR. CONSULTANT, GRAPHIC DESIGN	\$ 54.72	\$ 140.89
X-10	SR. CONSULTANT, PROJECT ACCOUNTING	\$ 46.56	\$ 119.88
P-10	SR. CONSULTANT, TRAFFIC ENGINEER	\$ 51.54	\$ 132.71
T-09	SR. DESIGN SUPPORT SPECIALIST	\$ 47.73	\$ 122.89
T-06	SR. INTERN	\$ 23.01	\$ 59.23
X-12	SR. LEAD CONSULTANT, CIVIL ENGINEER	\$ 75.15	\$ 193.50
X-12	SR. LEAD CONSULTANT, TRAFFIC ENGINEER	\$ 68.51	\$ 176.41
X-12	SR. LEAD CONSULTANT, TRANSPORTATION PLANNER	\$ 73.42	\$ 189.04
T-11	SR. LEAD TECHNICIAN	\$ 59.60	\$ 153.46
T-11	SR. MANAGER, ACCOUNTING	\$ 63.24	\$ 162.83
X-12	SR. MANAGER, CONTRACTS	\$ 73.15	\$ 188.35
X-12	SR. MANAGER, PROJECT ACCOUNTING	\$ 60.23	\$ 155.07
T-09	SR. TECHNICAL ENGINEERING SUPPORT SPECIALIST	\$ 49.69	\$ 127.93
T-09	SR. TECHNICIAN	\$ 49.40	\$ 127.20
T-05	TECHNICAL ENGINEERING SUPPORT ASSISTANT	\$ 24.51	\$ 63.11
T-05	TECHNICIAN ASSISTANT	\$ 21.63	\$ 55.68



# Bloomington Neighborhood Greenways

WSP PROJECT NO.: 30900699

DES. NO.: TBD

DESCRIPTION: Task 2 - Hawthorne & Weatherstone Designs

Client: City of Bloomington

			Proposed Fees		
TASKS	Description	Contract Type	WSP USA	ETICA	Subtotal
Section 1	Project Management & Meetings	Negotiated Labor Rate	\$9,600		\$9,600
Section 2	Topographic Data Collection	Negotiated Labor Rate	\$3,354	\$58,805	\$62,159
Section 3	Design	Negotiated Labor Rate	\$59,975		\$59,975
Section 4	Utility Coordination	Negotiated Labor Rate	\$7,218		\$7,218
Section 5	Post-Design Services	Negotiated Labor Rate	\$4,895		\$4,895
		<b>Subtotal</b>	<b>\$85,042</b>	<b>\$58,805</b>	<b>\$143,847</b>

GRAND TOTAL \$143,847

**Exhibit 2A - Fee Breakdown**  
 Hawthorne Drive and Weatherstone Lane Designs

# Bloomington Neighborhood Greenways

PROJECT NO.: 30900699      DES. NO.: TBD  
 DESCRIPTION: Task 2 - Hawthorne & Weatherstone Designs

Proposed Labor Rates Worksheet

A. Direct Labor, Estimated 1.00  
 Estimated manhours x Current Hourly Rates

B. Escalation

	Year	% work	DL multiplier	Escalation Rate	Start Date	End Date
Base Year	2023	95.0%	1.0000	0.0%	7/1/2022	6/30/2023
(Based on allowable annual labor rate increase)	2024	5.0%	1.0350	3.5%	7/1/2023	6/30/2024
(Previous Year + Escalation Rate)	2025	0.0%	1.0712	3.5%	7/1/2024	6/30/2025
	2026	0.0%	1.1087	3.5%	7/1/2025	6/30/2026
	2027	0.0%	1.1475	3.5%	7/1/2026	6/30/2027
	2028	0.0%	1.1877	3.5%	7/1/2027	6/30/2028

C. Total Direct Labor 100.0%      1.0018      3.5%  
 C = Weighted labor rate per year

D. Overhead Rate 130.51%      1.3051  
 INDOT approved OH rate (based on current actual audited OH rate)

E. Baseline Fee Base 2.3051  
 E = (D + A)

F. Baseline Net Fee 11.40%      0.2628  
 F = Baseline Fee (E) x Profit Margin

G. Cost of Facilities Capital (Audited Value) 0.24%      0.0024  
 G = Cost of Facilities Capital Rate

J. Total Estimated Fee Multiplier 2.5703      1.0018      2.5748 Escalation Multiplier  
 J = Baseline LM x Weighted Escalation



**Exhibit 2A - Fee Breakdown**  
Hawthorne Drive and Weatherstone Lane Designs

# Project Management & Meetings

PROJECT NO.: 30900699

DES. NO.: TBD

DESCRIPTION: Task 2 - Hawthorne & Weatherstone Designs

DESCRIPTION	PERSON HOURS BY CLASSIFICATION													TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	X-14 SR. DIRECTOR, LOCAL BUSINESS LEADER	X-14 SR. DIRECTOR, CIVIL ENGINEER	X-13 DIRECTOR, CIVIL ENGINEER	X-12 SR. LEAD CONSULTANT, CIVIL ENGINEER	X-11 LEAD CONSULTANT, CIVIL ENGINEER	X-11 LEAD CONSULTANT, TRAFFIC ENGINEER	P-09 CONSULTANT, CIVIL ENGINEER	P-08 ASSOCIATE CONSULTANT, CIVIL ENGINEER	P-07 ASSISTANT CONSULTANT, CIVIL ENGINEER	X-10 SR. CONSULTANT, PROJECT ACCOUNTING	X-11 MANAGER, CONTRACTS	T-10 LEAD TECHNICIAN	T-06 SR. INTERN		
Overhead Classification	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO		
Project Setup & Ongoing Management	2.00				24.00					8.00				34.00	\$5,557.88
Client Meetings (Up to 3)					12.00	12.00								24.00	\$3,864.51
<b>SUBTOTAL:</b>														<b>58</b>	<b>\$9,423.00</b>
<b>TOTAL - HOURS:</b>	2.00	0.00	0.00	0.00	36.00	12.00	0.00	0.00	0.00	8.00	0.00	0.00	0.00	58	
<b>SALARY PER HOUR</b>	\$289.19	\$276.82	\$235.71	\$193.50	\$167.52	\$154.53	\$112.12	\$98.20	\$89.81	\$119.88	\$151.54	\$156.65	\$59.23		
<b>DIRECT SALARY COSTS:</b>	\$578.39	\$0.00	\$0.00	\$0.00	\$6,030.62	\$1,854.30	\$0.00	\$0.00	\$0.00	\$959.08	\$0.00	\$0.00	\$0.00		\$9,423.00
<b>DIRECT EXPENSES</b>															
Mileage	3.00				Trips x	120	Mi./Trip x	\$0.490							\$176.40
															\$0.00
<b>DIRECT EXPENSES:</b>															<b>\$177.00</b>
<b>TOTAL COSTS (Direct Labor Costs + Expenses):</b>															<b>\$9,600.00</b>



**Exhibit 2A - Fee Breakdown**  
Hawthorne Drive and Weatherstone Lane Designs

# Topographic Data Collection

PROJECT NO.: 30900699

DES. NO.: TBD

DESCRIPTION: Task 2 - Hawthorne & Weatherstone Designs

DESCRIPTION	PERSON HOURS BY CLASSIFICATION													TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	X-14	X-14	X-13	X-12	X-11	P-10	P-09	P-08	X-10	X-11	T-11	T-10	T-06		
	SR. DIRECTOR, LOCAL BUSINESS LEADER	SR. DIRECTOR, OPERATIONS	DIRECTOR, COMMUNICATION AND PUBLIC INVOLVEMENT	SR. LEAD CONSULTANT, CIVIL ENGINEER	LEAD CONSULTANT, CIVIL ENGINEER	SR. CONSULTANT, CIVIL ENGINEER	CONSULTANT, CIVIL ENGINEER	ASSOCIATE CONSULTANT, CIVIL ENGINEER	SR. CONSULTANT, PROJECT ACCOUNTING	MANAGER, CONTRACTS	SR. LEAD TECHNICIAN	LEAD TECHNICAL ENGINEERING SUPPORT SPECIALIST	SR. INTERN		
Overhead Classification	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO		
Process & Review Survey Data											8.00			8.00	\$1,227.65
Subconsultant Coordination, Management & Contracting	2.00				6.00				2.00	2.00				12.00	\$2,126.34
<b>SUBTOTAL:</b>														<b>20</b>	<b>\$3,354.00</b>
TOTAL - HOURS:	2.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	2.00	2.00	8.00	0.00	0.00	20	
SALARY PER HOUR	\$289.19	\$382.50	\$211.70	\$193.50	\$167.52	\$130.13	\$112.12	\$98.20	\$119.88	\$151.54	\$153.46	\$136.13	\$59.23		
DIRECT SALARY COSTS:	\$578.39	\$0.00	\$0.00	\$0.00	\$1,005.10	\$0.00	\$0.00	\$0.00	\$239.77	\$303.08	\$1,227.65	\$0.00	\$0.00		\$3,354.00
<b>SUBCONSULTANT SCOPE &amp; FEES (Subconsultant Manhour Justification Follows this Cost Proposal)</b>															
ETICA															\$58,805.00
<b>DIRECT EXPENSES:</b>															<b>\$58,805.00</b>
<b>TOTAL COSTS (Direct Labor Costs + Expenses):</b>															<b>\$62,159.00</b>



**Exhibit 2A - Fee Breakdown**  
Hawthorne Drive and Weatherstone Lane Designs

# Design

PROJECT NO.: 30900699

DES. NO.: TBD

DESCRIPTION: Task 2 - Hawthorne & Weatherstone Designs

DESCRIPTION	PERSON HOURS BY CLASSIFICATION													TOTAL HOURS / TASK	TOTAL DOLLARS / TASK	
	X-14	X-14	X-13	X-11	X-11	P-10	P-10	P-09	P-09	X-10	T-11	T-10	T-06			
	SR. DIRECTOR, LOCAL BUSINESS LEADER	SR. DIRECTOR, OPERATIONS	DIRECTOR, COMMUNICATIO N AND PUBLIC INVOLVEMENT	LEAD CONSULTANT, CIVIL ENGINEER	LEAD CONSULTANT, TRAFFIC ENGINEER	SR. CONSULTANT, CIVIL ENGINEER	SR. CONSULTANT, TRAFFIC ENGINEER	CONSULTANT, TRAFFIC ENGINEER	CONSULTANT, CIVIL ENGINEER	SR. CONSULTANT, PROJECT ACCOUNTING	SR. LEAD TECHNICIAN	LEAD TECHNICAL ENGINEERING SUPPORT SPECIALIST	SR. INTERN			
Overhead Classification	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO			
Preliminary Plan Submittal																
Initial Field Visit				6.00					6.00						12.00	\$1,677.82
Title Sheet									2.00		2.00				4.00	\$531.15
Index Sheet									2.00						2.00	\$224.24
Strip Map - Hawthorne				1.00					4.00						5.00	\$616.00
Strip Map - Weatherstone				1.00					4.00						5.00	\$616.00
Typical Details (Bump Outs and Speed Cushions)				4.00					8.00						12.00	\$1,567.03
Intersection Detail Sheet - Hawthorne & Atwater				8.00					16.00						24.00	\$3,134.06
Intersection Detail Sheet - Hawthorne & 1st				4.00					12.00						16.00	\$2,015.51
Trail Connection Plan & Profile Sheet				16.00					16.00		2.00				34.00	\$4,781.11
Curb Ramp Details - Hawthorne & Atwater				2.00					10.00						12.00	\$1,456.24
Curb Ramp Details - Hawthorne & 1st				2.00					10.00						12.00	\$1,456.24
Cross Sections				2.00					4.00						6.00	\$783.52
Erosion Control Plans				2.00					6.00						8.00	\$1,007.76
MOT Plans				6.00					20.00						26.00	\$3,247.51
Pavement Marking & Sign Sheets					8.00			8.00							16.00	\$2,097.52
Preliminary Lighting Coordination					6.00										6.00	\$927.15
Pedestrian Activated Crossing Layout					8.00		8.00								16.00	\$2,297.89
Preliminary Quantities & Cost Estimate				4.00	2.00		2.00		10.00						18.00	\$2,365.74
QA/QC of Deliverables				4.00	2.00		2.00		2.00						10.00	\$1,468.78
Field Check																
Field Check Plan Distribution					2.00										2.00	\$309.05
Attend Field Check & Prepare Minutes				6.00	8.00										14.00	\$2,241.31
Final Plan Submittal																
Revise Plans per Comments				4.00	2.00				4.00						10.00	\$1,427.60
Finalize Title Sheet									1.00						1.00	\$112.12
Finalize Index Sheet									1.00						1.00	\$112.12
Finalize Strip Maps				2.00					2.00						4.00	\$559.27
Finalize Typical Detail Sheets				2.00					6.00						8.00	\$1,007.76
Finalize Intersection Detail Sheets				4.00					12.00						16.00	\$2,015.51
Trail Connection Plan & Profile Sheet				8.00					16.00						24.00	\$3,134.06
Finalize Curb Ramp Detail Sheets				6.00					18.00						24.00	\$3,023.27
Finalize Cross Sections				2.00					4.00						6.00	\$783.52
Finalize Erosion Control Plans				2.00					4.00						6.00	\$783.52
Finalize MOT Plans				4.00					8.00						12.00	\$1,567.03
Finalize Pavement Marking & Sign Sheets					4.00			8.00							12.00	\$1,479.42
Final Lighting Coordination					2.00										2.00	\$309.05
Finalize Pedestrian Activated Crossing Sheet					4.00		8.00								12.00	\$1,679.79
Pavement Marking & Sign Summary Tables					2.00			6.00							8.00	\$955.04
Miscellaneous Summary Tables				2.00					4.00						6.00	\$783.52
Tree Removal Sheet				1.00					4.00						5.00	\$616.00
Level 1 Design Calcs				2.00					1.00						3.00	\$447.15
Prepare Special Provisions				4.00	2.00										6.00	\$979.12
Final Quantities & Cost Estimate				2.00	2.00				8.00						12.00	\$1,541.05
QA/QC of Deliverables				4.00	4.00		2.00		2.00						12.00	\$1,777.83
<b>SUBTOTAL:</b>															<b>450</b>	<b>\$59,916.00</b>
<b>TOTAL - HOURS:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>117.00</b>	<b>58.00</b>	<b>0.00</b>	<b>22.00</b>	<b>22.00</b>	<b>227.00</b>	<b>0.00</b>	<b>4.00</b>	<b>0.00</b>	<b>0.00</b>		<b>450</b>	



**Exhibit 2A - Fee Breakdown**  
Hawthorne Drive and Weatherstone Lane Designs

# Design

PROJECT NO.: 30900699

DES. NO.: TBD

DESCRIPTION: Task 2 - Hawthorne & Weatherstone Designs

DESCRIPTION	PERSON HOURS BY CLASSIFICATION												TOTAL HOURS / TASK	TOTAL DOLLARS / TASK	
	X-14	X-14	X-13	X-11	X-11	P-10	P-10	P-09	P-09	X-10	T-11	T-10			T-06
	SR. DIRECTOR, LOCAL BUSINESS LEADER	SR. DIRECTOR, OPERATIONS	DIRECTOR, COMMUNICATION AND PUBLIC INVOLVEMENT	LEAD CONSULTANT, CIVIL ENGINEER	LEAD CONSULTANT, TRAFFIC ENGINEER	SR. CONSULTANT, CIVIL ENGINEER	SR. CONSULTANT, TRAFFIC ENGINEER	CONSULTANT, TRAFFIC ENGINEER	CONSULTANT, CIVIL ENGINEER	SR. CONSULTANT, PROJECT ACCOUNTING	SR. LEAD TECHNICIAN	LEAD TECHNICAL ENGINEERING SUPPORT SPECIALIST	SR. INTERN		
SALARY PER HOUR	\$289.19	\$382.50	\$211.70	\$167.52	\$154.53	\$130.13	\$132.71	\$107.66	\$112.12	\$119.88	\$153.46	\$136.13	\$59.23		
DIRECT SALARY COSTS:	\$0.00	\$0.00	\$0.00	\$19,599.52	\$8,962.47	\$0.00	\$2,919.63	\$2,368.62	\$25,451.29	\$0.00	\$613.83	\$0.00	\$0.00		\$59,916.00
<b>DIRECT EXPENSES</b>															
Mileage	1.00					Trips x	120	Mi./Trip x	\$0.490						\$58.80
<b>DIRECT EXPENSES:</b>															<b>\$59.00</b>
<b>TOTAL COSTS (Direct Labor Costs + Expenses):</b>															<b>\$59,975.00</b>







**Exhibit 2A - Fee Breakdown**  
Hawthorne Drive and Weatherstone Lane Designs

# Post-Design Services

PROJECT NO.: 30900699 DES. NO.: TBD  
 DESCRIPTION: Task 2 - Hawthorne & Weatherstone Designs

DESCRIPTION	PERSON HOURS BY CLASSIFICATION													TOTAL HOURS	TOTAL DOLLARS	
	X-14	X-14	X-13	X-11	X-11	P-10	P-09	P-08	P-07	X-10	T-11	T-10	T-06			/ TASK
SR. DIRECTOR, LOCAL BUSINESS LEADER	SR. DIRECTOR, OPERATIONS	DIRECTOR, COMMUNICATION AND PUBLIC INVOLVEMENT	LEAD CONSULTANT, TRAFFIC ENGINEER	LEAD CONSULTANT, CIVIL ENGINEER	SR. CONSULTANT, CIVIL ENGINEER	CONSULTANT, CIVIL ENGINEER	ASSOCIATE CONSULTANT, CIVIL ENGINEER	ASSISTANT CONSULTANT, CIVIL ENGINEER	SR. CONSULTANT, PROJECT ACCOUNTING	SR. LEAD TECHNICIAN	LEAD TECHNICAL ENGINEERING SUPPORT SPECIALIST	SR. INTERN				
Overhead Classification	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO			
Engineering Services																
Attend Pre-Construction Meeting				4.00	4.00									8.00	\$1,288.17	
Respond to Requests for Information				2.00	2.00									4.00	\$644.09	
Review Shop Drawings				2.00	2.00									4.00	\$644.09	
Utility Services																
Attend Pre-Construction Meeting						4.00								4.00	\$520.52	
Coordinate between Utility, Contractor, & Client						3.00								3.00	\$390.39	
Answer Contractor Questions						1.00								1.00	\$130.13	
Attend Construction Progress Meetings - As Needed (up to 2 meetings)						8.00								8.00	\$1,041.03	
<b>SUBTOTAL:</b>													<b>32</b>	<b>\$4,659.00</b>		
<b>TOTAL - HOURS:</b>	0.00	0.00	0.00	8.00	8.00	16.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	<b>32</b>		
<b>SALARY PER HOUR</b>	\$289.19	\$382.50	\$211.70	\$154.53	\$167.52	\$130.13	\$112.12	\$98.20	\$89.81	\$119.88	\$153.46	\$136.13	\$59.23			
<b>DIRECT SALARY COSTS:</b>	\$0.00	\$0.00	\$0.00	\$1,236.20	\$1,340.14	\$2,082.07	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		<b>\$4,659.00</b>	
<b>DIRECT EXPENSES</b>																
Mileage	4.00					Trips x 120	Mi./Trip x \$0.490								\$235.20	
<b>DIRECT EXPENSES:</b>															<b>\$236.00</b>	
<b>TOTAL COSTS (Direct Labor Costs + Expenses):</b>																<b>\$4,895.00</b>

**EXHIBIT 3 - SCHEDULE**  
Hawthorne Drive and Weatherstone Lane Designs

Preliminary Plan Submittal	September 30, 2022
Final Tracings Submittal	October 31, 2022

**TASK ORDER NO. 2**  
**TO**  
**TASK-ORDER BASED PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN**  
**WSP USA INC.**  
**AND**  
**CITY OF BLOOMINGTON, INDIANA**

Client: City of Bloomington  
Project Name: Bloomington Neighborhood Greenways  
Project No. 30900699

WSP USA Inc. (“WSP”) and the City of Bloomington (“Client”) entered into an Agreement for Consulting Services (the “Agreement”) for the performance of **preliminary engineering** services pursuant to Task Orders. All terms and conditions of the Agreement, including all exhibits and amendments thereto, and all documents and terms incorporated therein, are by this reference incorporated into this Task Order for all purposes as if fully set forth, and shall govern the parties hereto.

This Task Order, effective upon execution by both parties, constitutes WSP’s Notice to Proceed with performance of the Services described herein, in accordance with the terms hereof.

1. **Task Order Services**. WSP shall perform the Services set forth in Exhibit 1, Scope of Services, attached hereto and by this reference incorporated herein and made a part hereof for all purposes.
  
2. **Compensation**. WSP shall be compensated for performance of the Services on a time and materials basis, in an amount not-to-exceed **ONE HUNDRED FORTY-THREE THOUSAND EIGHT HUNDRED FORTY-SEVEN AND NO/100 DOLLARS (\$143,847.00)**, according to the rate schedules contained in Exhibit 2A, attached hereto and by this reference incorporated herein and made a part hereof for all purposes. The fee breakdown is shown in Exhibit 2B.
  
3. **Schedule**. WSP shall perform the Services, including submittal of all deliverables, if any, in accordance with the Schedule stipulated in Exhibit C of the Agreement or in Exhibit 3, attached hereto and incorporated herein and made a part hereof for all purposes.

City of Bloomington  
Board of Public Works

WSP USA INC.

By: \_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Kelli McNamara, Local Business Leader

By: \_\_\_\_\_  
Jennifer Lloyd, Vice President

By: \_\_\_\_\_  
Elizabeth Karon, Secretary

By: \_\_\_\_\_  
Beth Cate, Corporation Counsel



## Board of Public Works Staff Report

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**Project/Event:** Approve LPA-Consulting Contract for Inspection Services with HWC Engineering for the 1<sup>st</sup> St Reconstruction Project from Fairview St to College Ave

**Petitioner/Representative:** Engineering Department

**Staff Representative:** Patrick Dierkes, Project Engineer

**Date:** 08/30/2022

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**Report:** This project will reconstruct W. 1st Street between Fairview Street and College Avenue. Work. The Project will include full roadway reconstruction, replacement of underground utilities, and replacement of the traffic signal at the S. College Avenue and 1st Street intersection. The project is included in the Bloomington/Monroe County Metropolitan Planning Organization (MPO) Transportation Improvement Plan (TIP) and is eligible for federal funding. The project is programmed for up to 80% federal funding for construction (up to \$2,919,646 in federal funds). Construction is anticipated to begin in 2023.

The City sought proposals for inspection services for the project and HWC Engineering was the highest ranked firm out of the five proposals received. After contract negotiations the proposed not-to-exceed contract amount is \$433,001.20. Construction of this project is anticipated in 2023 and will be partially funded with federal funds. This contract also needs funding approval by the RDC. Inspection costs for the project will be 100% locally funded from the TIF.

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<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval (INDOT-LPA Contract)	Approved	2020
Design Services Contract	Approved	10/30/2020
ROW Services Contract	Approved	07/19/2022
Public Need Resolution	N/A	2021
Construction Inspection Contract	<b>Current Item</b>	<b>08/30/2022</b>
Construction Contract	N/A*	2022

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

# City of Bloomington Contract and Purchase Justification Form

Vendor: HWC Engineering

Contract Amount: \$433,001.20

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

## PURCHASE INFORMATION

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

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

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

	Yes	No	
# of Submittals: 5			Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The consultant was selected based upon the most qualified for the job not cost. It is standard practice for contracts of this type that cost is not considered in selection. Typically the most qualified firm will provide the most cost effective project for the City.
Was an evaluation team used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Was scoring grid used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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

The City sought proposals for inspection services for the project and HWC Engineering was the highest ranked firm out of the five proposals received.

Patrick Dierkes	Project Engineer	Engineering
Print/Type Name	Print/Type Title	Department

## LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of \_\_\_\_\_, 2022 ("Effective Date") by and between City of Bloomington, IN acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and HWC Engineering ("the CONSULTANT"), a corporation/limited liability company organized under the laws of the State of Indiana.

Des. No.: 1900399

Project Description: Construction Inspection Services for 1<sup>st</sup> Street Reconstruction from Fairview Street to College Avenue

### RECITALS

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

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

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

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

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

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

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

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

**SECTION III TERM.** The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be December 31, 2027. 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 \$ 433,001.20.

**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:

City of Bloomington, IN  
 Attention: Patrick Dierkes, PE  
 401 N. Morton Street  
 Bloomington, IN 47404

Notices to the CONSULTANT shall be sent to:

HWC Engineering  
 Attn: Troy Swan, Director of Inspection  
 135 North Pennsylvania Street, Suite 2800  
 Indianapolis, IN 46204

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:  
City of Bloomington, IN  
Attention: Patrick Dierkes, PE  
401 N. Morton Street  
Bloomington, IN 47404
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.

**HWC ENGINEERING**

**City of Bloomington, IN**

\_\_\_\_\_  
Signature

Terry M. Baker, President

\_\_\_\_\_  
Signature

Kyla Cox Deckard, President, Board of  
Public Works

Attest:

\_\_\_\_\_  
Signature

Jennifer Lloyd, Vice President, Board of  
Public Works

\_\_\_\_\_  
Signature

Troy Swan, Director of Inspection

\_\_\_\_\_  
Signature

Elizabeth Karon, Secretary, Board of  
Public Works

\_\_\_\_\_  
Signature

John Hamilton, Mayor

## 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, 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 LPA and the INDOT and no personnel will be assigned to the project until LPA and INDOT approval is obtained.

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

The full time RPR will coordinate project activities with the LPA’s Project Coordinator 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 pre-construction 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, State, and FHWA to review working details of the project. The LPA, State, and FHWA 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 fulltime RPR 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 LPA and INDOT by the fulltime RPR.
4. Cooperate: with the LPA in dealing with the various Federal, State, and Local agencies having jurisdictions over the project.



5. Assist: the LPA and INDOT in obtaining from the Contractor a list of his proposed suppliers and sub-contractors.
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'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 INDOT laboratory office.
9. Shop Drawings:
  - a. Receive shop drawings and falsework drawings. Check for completeness and then forward to INDOT personnel for approval.
  - b. Review approved shop and falsework drawings, specifications, and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents.
  - c. Alert the Contractor's field superintendent when it is observed that materials or equipment are being or about to be used or installed before approval of shop drawings or samples, where such are required, and advise the LPA and INDOT when he believes it is necessary to disapprove the work as failing to conform 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 Indiana State Highway Commission Construction 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 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 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 LPA.

- c. Maintain for the LPA, a record of names, addresses, and telephone numbers of all subcontractors and major material suppliers.
  - d. Maintain a set of drawings on which authorized changes are noted, and deliver to the LPA upon request, but in any event at the completion of the project.
  - e. Prepare the Final Construction Record and Final Estimate as required by the INDOT and the LPA.
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 in place in accordance with the Contract.
  15. Project Responsibility: The RPR 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's Area Engineer. If work on the construction project is suspended, 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'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 THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Standard Specifications and standard drawings applicable to the project
2. Plans of existing bridge within the project limits
3. Necessary permit forms and permit processing (US Army Corps of Engineers, US Coast Guard, and/or Indiana Department of Natural Resources)
4. Utility plans available to INDOT covering utility facilities govern the location of signals and underground conduits throughout the affected areas
5. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract
6. Geotechnical investigation, if applicable

**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 LPA. 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 of the contractors 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 **\$ 433,001.20**, unless a supplement is executed by the parties that increases the maximum amount payable.
2. The CONSULTANT will be paid for the actual hours of work performed exclusively on this Contract in accordance with the negotiated hourly billing rates per classification:

<u>Labor Classification</u>	<u>Allowable Hourly Rates Per Year</u>		
	<u>Base Rate</u>	2022-23	2023-24*
HWC Engineering			
Senior Project Manager	\$188.53	\$193.62	\$198.55
Project Manager	\$159.27	\$163.57	\$167.99
Inspection Manager	\$144.01	\$147.90	\$151.89
Construction Inspector I	\$102.95	\$105.73	\$108.58
Construction Inspector I (Overtime)	\$120.16	\$123.40	\$126.73
Construction Inspector II	\$88.54	\$90.93	\$93.39
Construction Inspector II (Overtime)	\$103.34	\$106.13	\$109.00
Project Engineer I	\$130.06	\$133.57	\$137.18
Project Engineer II	\$99.94	\$102.64	\$105.41
Designer/Technician	\$102.00	\$104.75	\$107.58
Engineering Intern	\$57.84	\$59.40	\$61.00
Engineering Intern (Overtime)	\$86.76	\$89.10	\$91.51
Clerical Support	\$93.12	\$95.63	\$98.21

\* The projected rates for future years based on 2.7% ECI index as of 7/1/21. Actual rates charged for those years will be the base rate multiplied by the approved ECI index for that given year.

\*The base rates listed above shall be in effect from July 1 to June 30<sup>th</sup> of the corresponding year listed. Applicable rates following the base rate shall be adjusted annually effective July 1<sup>st</sup> of each subsequent calendar year. The adjusted change will be based on the Employment Cost Index (ECI) as issued by the U.S. Department of Labor.

3. For those services performed by the CONSULTANT, the CONSULTANT will be reimbursed the direct non-salary costs (the actual costs of such out-of-pocket expenses directly attributable to the Contract such as fares, mileage long distance calls, equipment rentals, reproduction, 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 claim voucher shall be subject to approval as reasonable by the Local Public Agency prior to any reimbursement thereof.
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 the Contract for the week by that individual. Holidays hours not worked on the Contract do not apply to the 40 hour week total.
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 claim voucher per calendar month for work covered under this Contract. The claim vouchers shall be submitted to:  
City of Bloomington, IN  
Attention: Patrick Dierkes, PE  
401 N. Morton Street  
Bloomington, IN 47404
2. The claim vouchers shall represent the value to the Local Public Agency (LPA) of the partially completed work as of the date of the claim voucher. When submitting a claim voucher, the CONSULTANT shall furnish a copy of records showing the individuals who worked on this Contract during the month, their classification, the number of hours worked since the last claim voucher was submitted and the hourly rate.

3. If the LPA does not agree with the amount claimed by the CONSULTANT on a claim voucher, the LPA 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 2 of this Contract or the CONSULTANT's last known address.
4. If, prior to the satisfactory completion of the services under this Contract, the total of the direct and indirect costs incurred by the CONSULTANT is within ten percent (10%) of the maximum amount payable, the CONSULTANT shall notify INDOT and the status will be evaluated.

**Bloomington, IN**  
**1st Street Reconstruction**  
**Inspection Fee Man-hour Justification**  
**INDOT Des. 1900399**  
**Contract number R-41892**

**HWC Engineering**

I. Resident Inspection	MANHOURS	RATE/HOUR	COSTS
Senior Project Manager	0	\$188.53	\$ -
Project Manager	0	\$159.27	\$ -
Inspection Group Manager	100	\$144.01	\$ 14,401.00
Construction Inspector I	2360	\$102.95	\$ 242,962.00
Const. Inspection I (overtime)	0	\$120.16	\$ -
Construction Inspector II	1280	\$88.54	\$ 113,331.20
Construction Inspector II (overtime)	0	\$103.34	\$ -
North Point	480	\$80.50	\$ 38,640.00
Project Engineer I	0	\$130.06	\$ -
Project Engineer II	0	\$99.94	\$ -
Designer/Technician	0	\$102.00	\$ -
Engineering Intern	0	\$57.84	\$ -
Engineering Intern (overtime)	0	\$86.76	\$ -
Clerical Support	0	\$93.12	\$ -
	4220		\$ 409,334.20
Total Labor costs		\$	409,334.20
Direct Expenses		\$	23,667.00
<b>I. Total Inspection Costs</b>		<b>\$</b>	<b>433,001.20</b>

Direct Expense Summary				
Mileage	Weeks	Miles/Week	Total mileage	\$0.41/mile
Inspection Manager	3	100	300	\$147.00
Project Supervisor/Inspectors	96	500	48000	\$23,520.00
Project Manager	0	200	0	\$0.00
Direct Expenses		Total		\$23,667.00

Note: Mileage rate of \$.49 based on INDOT mileage reimbursement rate dated July 11, 2016 (updated June 2022).  
Mileage rate will be adjusted to match current INDOT rate should a new rate be implemented during course of this contract.  
Travel reimbursement will be paid as described in the most current State of Indiana travel policy

One full time HWC project supervisor is expected to be required for 59 weeks (40 hours preconstruction, 2080 construction 240 hours final records)  
*Part Time from 1/1/23 to 4/1/2023 (Utility Relocation), Full Time from 4/1/2023 to 12/31/2023), As needed in Spring of 2024 for incidentals and FCR*  
One full time HWC INDOT inspector is expected to be required for 32 weeks (1280 hours)  
*Full Time to begin approximately 6/1/2023 during peak construction activity*  
One Full time NorthPoint inspector is expected to be required for 12 weeks (480 hours)  
*Full Time to begin approximately 3/15/2023.*  
Inspection Group Manager to visit site 15 times during construction.

	INDOT approved rate	INDOT approved overhead rate 170.86%	Allowable 10.4% profit	FCCM (0.18%)	Total rate/hour for 2022-23	Total rate/hour for 2022-23 **Effective 7/1/23 with 2.7% ECI	Total rate/hour for 2023-24 **Effective 7/1/24 with 2.7% ECI
2021-22 INDOT approved rates							
Calculations for hourly rates							
Senior Project Manager	\$63.01	\$107.66	\$17.75	\$0.11	\$188.53	\$193.62	\$198.85
Project Manager	\$53.23	\$90.95	\$14.99	\$0.10	\$159.27	\$163.57	\$167.99
Inspection Manager	\$48.13	\$82.23	\$13.56	\$0.09	\$144.01	\$147.90	\$151.89
Construction Inspector I	\$34.41	\$58.79	\$9.69	\$0.06	\$102.95	\$105.73	\$108.58
Const. Inspection I (overtime)	\$51.62	\$58.79	\$9.69	\$0.06	\$120.16	\$123.40	\$126.73
Construction Inspector II	\$29.59	\$50.56	\$8.34	\$0.05	\$88.54	\$90.93	\$93.39
Construction Inspector II (overtime)	\$44.39	\$50.56	\$8.34	\$0.05	\$103.34	\$106.13	\$109.00
Project Engineer I	\$43.47	\$74.27	\$12.24	\$0.08	\$130.06	\$133.57	\$137.18
Project Engineer II	\$33.40	\$57.07	\$9.41	\$0.06	\$99.94	\$102.64	\$105.41
Designer/Technician	\$34.09	\$58.25	\$9.60	\$0.06	\$102.00	\$104.75	\$107.58
Engineering Intern	\$19.33	\$33.03	\$5.45	\$0.03	\$57.84	\$59.40	\$61.00
Engineering Intern (overtime)	\$29.00	\$49.54	\$8.17	\$0.05	\$86.76	\$89.10	\$91.51
Clerical Support	\$31.12	\$53.17	\$8.77	\$0.06	\$93.12	\$95.63	\$98.21





## Board of Public Works Staff Report

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**Project/Event:** Approve LPA-Contract for Inspection Services with Shrewsberry & Associates, LLC for Downtown Curb Ramps Phase III

**Petitioner/Representative:** Engineering Department

**Staff Representative:** Patrick Dierkes, Project Engineer

**Date:** 08/30/2022

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**Report:** This project will reconstruct 23 downtown curbs ramps that were selected based upon condition, pedestrian traffic and route connections. Shrewsberry & Associates, LLC was selected from 4 consulting firms that responded to an RFP to perform inspection services for the project. After contract negotiations the proposed not-to-exceed contract amount is estimated to be \$62,309.00. Construction of this project is scheduled to begin spring 2023 and will be partially funded with federal funds. Inspection costs for the project will be partially reimbursed with federal funds.

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<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	N/A	--
<b>Design Services Contract</b>	Approved	3/16/2021
ROW Services Contract	N/A	--
Public Need Resolution	N/A	--
Construction Inspection Contract	<b>Current Item</b>	<b>08/30/2022</b>
Construction Contract	N/A*	2022

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

## City of Bloomington Contract and Purchase Justification Form

Vendor: Shrewsberry &amp; Associates, LLC

Contract Amount: \$62,309.00

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

### PURCHASE INFORMATION

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

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

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

# of Submittals: 4

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

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

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

The consultant was selected based upon the most qualified for the job not cost. It is standard practice for contracts of this type that cost is not considered in selection. Typically the most qualified firm will provide the most cost effective project for the City.



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

The City sought proposals for inspection services for the project and Shrewsberry & Associates, LLC was the highest ranked firm out of the four proposals received.

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 Patrick Dierkes

Print/Type Name

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 Project Engineer

Print/Type Title

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 Engineering

Department

## LPA - CONSULTING CONTRACT

This Contract (“this Contract”) is made and entered into effective as of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”) by and between the City of Bloomington Engineering Department through the Board of Public Works, acting by and through its proper officials (“LOCAL PUBLIC AGENCY” or “LPA”), and Shrewsberry & Associates, LLC (“the CONSULTANT”), [a corporation/limited liability company organized under the laws of the State of Indiana].

Des. No.: 1900403

Project Description: City of Bloomington Curb Ramps Phase 3 (Seymour District)

### 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 07/31/2023. A schedule for completion of the Services and deliverables is set forth in Appendix “C” which is herein attached to and made an integral part of this Contract.

**SECTION IV COMPENSATION.** The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix “D” which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$62,309.00.**

**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:

City of Bloomington  
Attn: Patrick Dierkes  
401 N Morton St  
Bloomington, IN 47402

Notices to the CONSULTANT shall be sent to:

Shrewsberry & Associates, LLC  
Attn: Anthony Warren  
7321 Shadeland Station, Suite 160  
Indianapolis, IN 46256

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 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**  
SHREWSBERRY & ASSOCIATES,  
LLC

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

\_\_\_\_\_  
D. Blake Wilson, Principal/Vice  
President

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

\_\_\_\_\_  
Jennifer Lloyd, Vice President, Board of  
Public Works

Attest:

\_\_\_\_\_  
Elizabeth Karon, Secretary, Board of Public  
Works

\_\_\_\_\_  
Madeline Hetzler, Contracts  
Administrator

\_\_\_\_\_  
John Hamilton, Mayor

## 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. Construction Inspector Personnel

For the fulfillment of all services outlined in Section B below, the CONSULTANT shall provide one (1) full time Resident Project Representative, 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 CONSULTANTS are subject to approval by the LPA and no personnel will be assigned to the project until the LPA's approval is obtained.

The full time Resident Project Representative shall report to INDOT and the LPA on all matters concerning contract compliance and administration.

The full time Resident Project Representative shall coordinate project activities with the LPA's Project Manager.

The full time Resident Project Representative/Inspectors shall have a mobile cellular telephone with them at all time and shall make the telephone number available to the Contractor's Superintendent/Foreman and the City's Project Manager to respond to questions concerning their assignments

B. Description of Services

CONSULTANT shall:

1. Construction Schedule: Review and monitor the construction schedules prepared by the Contractor for contract compliance and provide detailed documentation and recommendations to the LPA concerning the schedule's acceptability.
2. Conferences: Schedule, conduct, notify participants, and provide minutes of pre-construction meetings, partnering meetings, progress meetings and such other job conferences as required for the timely and acceptable conduct of the job. Attend Public Information Meetings conducted by the City of Bloomington.  
The CONSULTANT shall be available for conferences as requested by the LPA to review working details of the project. The LPA 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. The Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to monitor the Contractor to insure that all provisions therein are in compliance. Any deviation observed shall be addressed to the Contractor by the Resident Project Representative. Recommendations to obtain compliance also shall be reported to the LPA.
- 4. Cooperation: Cooperate with the LPA in dealing with various Federal, State and Local Agencies having jurisdiction over the project.
- 5. Suppliers/Subcontractors: Obtain from the Contractor a list of its proposed suppliers and subcontractors.
- 6. Information: Obtain from the Contractor additional details or information when needed at the job site for proper execution of the work.
- 7. Certification- of Materials: Check for completeness of certifications of materials delivered to the site.
- 8. 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. Accompany visiting inspectors, representing Local, State or Federal Agencies having jurisdiction over the project, and report details of such inspections to the LPA.
  - c. Verify that the required QUALITY CONTROL SAMPLING AND TESTING has been accomplished and materials certification has been provided by the Contractor.
  - d. Review the Contractor's test/certification results for accuracy and retain in the project file.
- 9. Modification: Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the LPA.
- 10. 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 CONSULTANT's 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 LPA.

- c. Maintain for the LPA, a record of names, addresses and telephone numbers of all sub-contractors and major material suppliers.
  - d. Obtain red line marked up "As Built" drawings. The red line mark ups shall be for any modification to the plans as bid. Examples of modifications to be marked up may include but are not limited to the following:
    - i. Geometric revision (additions or deletions) to the as bid plans.
    - ii. Type of pipe installed from the specified Class.
    - iii. Changes in the size of a pipe.
    - iv. Changes in the structure or casting type.
    - v. Revisions to planned invert elevations.
    - vi. Existing infrastructure discovered during construction (ie. field tile, storm sewers, manholes, etc.) that will remain in place as well as any connections to the new construction.
    - vii. Revisions to planned drainage swales or ditches.
    - viii. Changes in the pavement thickness, composition, or type.
    - ix. Revisions to permanent right-of-way or easements or the location of any encroachments to the right-of-way or easements that will remain after the project.
  - e. The CONSULTANT shall deliver one (1) PDF set of as-built prints.
  - f. Prepare the Final Construction Record, Daily Progressive Record, and Final Estimate as required by the LPA.
11. Reports: Furnish to the LPA at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule.
12. Progress Estimates: Prepare progress estimates for periodic partial payments to the Contractor and deliver to the LPA 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.
13. Project Responsibility: Be responsible for the documentation of pay quantities and estimates, and the maintenance of appropriate records related to the construction of this project.
14. Work Schedule and Suspension: Be required to regulate their work week to conform to the contractor's hours in accordance with the directions of the LPA. 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.
15. Contract Administration: Administer the contract in accordance with the current edition of the INDOT Standard Drawings, Standard Specifications, and "General

Instructions to Field Employees".

16. Conflict of Interest: Acknowledge and agree that 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 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.

**APPENDIX "B"**

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

The LPA shall furnish the CONSULTANT with the following:

1. LPA hereby designates Patrick Dierkes, Project Engineer, ("Dierkes") to serve as LPA's representative for the project. Dierkes shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to CONSULTANT's services.
2. Assistance to the CONSULTANT by placing at their disposal all available information pertinent to the project.
3. Provide all criteria and full information as to LPA's requirements for the Services and make timely decisions on matters relating to CONSULTANT's services.



**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:

Estimated date to begin work:	03/01/2023
Calendar completion date:	07/31/2023

**APPENDIX "D" - PAGE 1 OF 3**

COMPENSATION

This project is to be completed and invoiced using a time and materials basis. Additional services will only proceed with prior written approval from the LPA or Engineering Department officials designated by the Board. See the attached Fee summary and Schedule of Hourly Rates.

**Shrewsberry**

Bloomington Downtown Curb Ramps Phase 3 Construction Inspection

8/22/2022

**Manhour Justification Worksheet**

2023

CLASSIFICATION	RATE	March Hours	April Hours	May Hours	June Hours	July Hours	Total Hours	FEE
Inspector 5	\$249.67	0	0	0	0	0	0	\$0
Inspector 4	\$191.85	0	0	0	0	0	0	\$0
Inspector 3	\$134.02	18	18	18	18	18	90	\$12,062
Inspector 2	\$108.92	58	58	58	58	58	290	\$31,587
Inspector 1	\$79.86	30	30	30	30	30	150	\$11,979
<b>DB Engineering (10%)</b>								<b>\$6,181</b>

Subtotal Fee = 61,809  
 Expenses = \$500  
**Total Not To Exceed Fee = \$62,309**



**2022-2023 BILLING RATE TABLE**

**Overhead Effective Date: 07/01/22**

Project Number & Description: 22-0154 - City of Bloomington - Curb Ramps Phase 3 Inspection (Des. #1900403)

GROUP CLASSIFICATIONS/STAFF TYPES	2022 GROUP HOURLY LABOR RATE	2022 GROUP HOURLY LABOR RATE X OVERHEAD @ 173.45%	2022 GROUP HOURLY LABOR RATE + OH	2022 GROUP HOURLY LABOR RATE + OH x PROFIT @ 10.40%	2022 GROUP HOURLY LABOR RATE TIMES COST OF MONEY @ 0.16%	2022 HOURLY BILLING RATE
<b>MANAGEMENT</b>						
Principal 7	\$ 83.15	\$ 144.22	\$ 227.37	\$ 23.65	\$ 0.13	\$ 251.15
<b>ENGINEERING</b>						
Engineer 7	\$ 100.87	\$ 174.96	\$ 275.83	\$ 28.69	\$ 0.16	\$ 304.68
Engineer 6	\$ 77.72	\$ 134.81	\$ 212.53	\$ 22.10	\$ 0.12	\$ 234.75
Engineer 5	\$ 72.50	\$ 125.75	\$ 198.25	\$ 20.62	\$ 0.12	\$ 218.99
Engineer 4	\$ 62.18	\$ 107.85	\$ 170.03	\$ 17.68	\$ 0.10	\$ 187.81
Engineer 3	\$ 49.87	\$ 86.50	\$ 136.37	\$ 14.18	\$ 0.08	\$ 150.63
Engineer 2	\$ 40.87	\$ 70.89	\$ 111.76	\$ 11.62	\$ 0.07	\$ 123.45
Engineer 1	\$ 36.54	\$ 63.38	\$ 99.92	\$ 10.39	\$ 0.06	\$ 110.37
Designer 5	\$ 55.78	\$ 96.75	\$ 152.53	\$ 15.86	\$ 0.09	\$ 168.48
Designer 4	\$ 47.36	\$ 82.15	\$ 129.51	\$ 13.47	\$ 0.08	\$ 143.05
Designer 3	\$ 38.94	\$ 67.54	\$ 106.48	\$ 11.07	\$ 0.06	\$ 117.62
Designer 2	\$ 28.55	\$ 49.52	\$ 78.07	\$ 8.12	\$ 0.05	\$ 86.23
Designer 1	\$ 28.41	\$ 49.28	\$ 77.69	\$ 8.08	\$ 0.05	\$ 85.82
CADD Drafter 2	\$ 27.46	\$ 47.63	\$ 75.09	\$ 7.81	\$ 0.04	\$ 82.94
CADD Drafter 1	\$ 20.48	\$ 35.52	\$ 56.00	\$ 5.82	\$ 0.03	\$ 61.85
<b>LANDSCAPE ARCHITECTURE</b>						
Landscape Architect 6	\$ 57.50	\$ 99.73	\$ 157.23	\$ 16.35	\$ 0.09	\$ 173.68
Landscape Architect 5	\$ 46.39	\$ 80.46	\$ 126.85	\$ 13.19	\$ 0.07	\$ 140.12
Landscape Architect 4	\$ 42.12	\$ 73.06	\$ 115.18	\$ 11.98	\$ 0.07	\$ 127.22
Landscape Architect 3	\$ 33.51	\$ 58.12	\$ 91.63	\$ 9.53	\$ 0.05	\$ 101.22
Landscape Architect 2	\$ 31.73	\$ 55.04	\$ 86.77	\$ 9.02	\$ 0.05	\$ 95.84
Landscape Architect 1	\$ 26.50	\$ 45.96	\$ 72.46	\$ 7.54	\$ 0.04	\$ 80.04
<b>CONSTRUCTION SERVICES</b>						
Inspector 5	\$ 82.66	\$ 143.37	\$ 226.03	\$ 23.51	\$ 0.13	\$ 249.67
Inspector 4	\$ 63.52	\$ 110.17	\$ 173.68	\$ 18.06	\$ 0.10	\$ 191.85
Inspector 3	\$ 44.37	\$ 76.96	\$ 121.33	\$ 12.62	\$ 0.07	\$ 134.02
Inspector 2	\$ 36.06	\$ 62.55	\$ 98.61	\$ 10.26	\$ 0.06	\$ 108.92
Inspector 1	\$ 26.44	\$ 45.86	\$ 72.30	\$ 7.52	\$ 0.04	\$ 79.86
<b>SUPPORT</b>						
Administration 6	\$ 59.31	\$ 102.87	\$ 162.18	\$ 16.87	\$ 0.09	\$ 179.15
Project Manager 5	\$ 81.61	\$ 141.55	\$ 223.16	\$ 23.21	\$ 0.13	\$ 246.50
Administration 4	\$ 44.25	\$ 76.75	\$ 121.00	\$ 12.58	\$ 0.07	\$ 133.66
Administration 3	\$ 42.79	\$ 74.22	\$ 117.01	\$ 12.17	\$ 0.07	\$ 129.25
Administration 2	\$ 25.51	\$ 44.25	\$ 69.76	\$ 7.25	\$ 0.04	\$ 77.05
Administration 1	\$ 21.69	\$ 37.63	\$ 59.32	\$ 6.17	\$ 0.03	\$ 65.53
Intern	\$ 12.00	\$ 20.81	\$ 32.81	\$ 3.41	\$ 0.02	\$ 36.25

As verified and Approved as to the date indicated.

Signed: *D Blake Wilson* 8/23/2022



## Board of Public Works Staff Report

---

**Project/Event:** Request from Goodman Construction for a lane closure on N Walnut St

**Staff Representative:** Paul Kehrberg

**Petitioner/Representative:** Dayne Goodman, Goodman Construction

**Date:** August 30, 2022

---

**Report:** Goodman Construction is requesting a lane closure on N Walnut St north of E 19<sup>th</sup> St as part of the final work at the project at 1800 N Walnut St. This request was previously approved at the May 2<sup>nd</sup> Board of Public Works meeting to install 165 feet of new City water main. In June they were able to complete a majority of the work, but they were waiting on one necessary part to arrive. Goodman is now able to complete the project. The work is planned for September 12 to 16, 2022. The closure will be in the east lane adjacent to the project.

Goodman Construction Co. Inc.  
2597 W. Fountain Dr.  
Bloomington, IN 47404  
Tel. 812-822-0748  
[dayne@goodmanconstructionco.com](mailto:dayne@goodmanconstructionco.com)  
[derrick@goodmanconstructionco.com](mailto:derrick@goodmanconstructionco.com)



**August 16<sup>th</sup>, 2022**

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

**RE: Lane Closure for 1800 N Walnut project located in Bloomington, IN**

Dear Board Members,

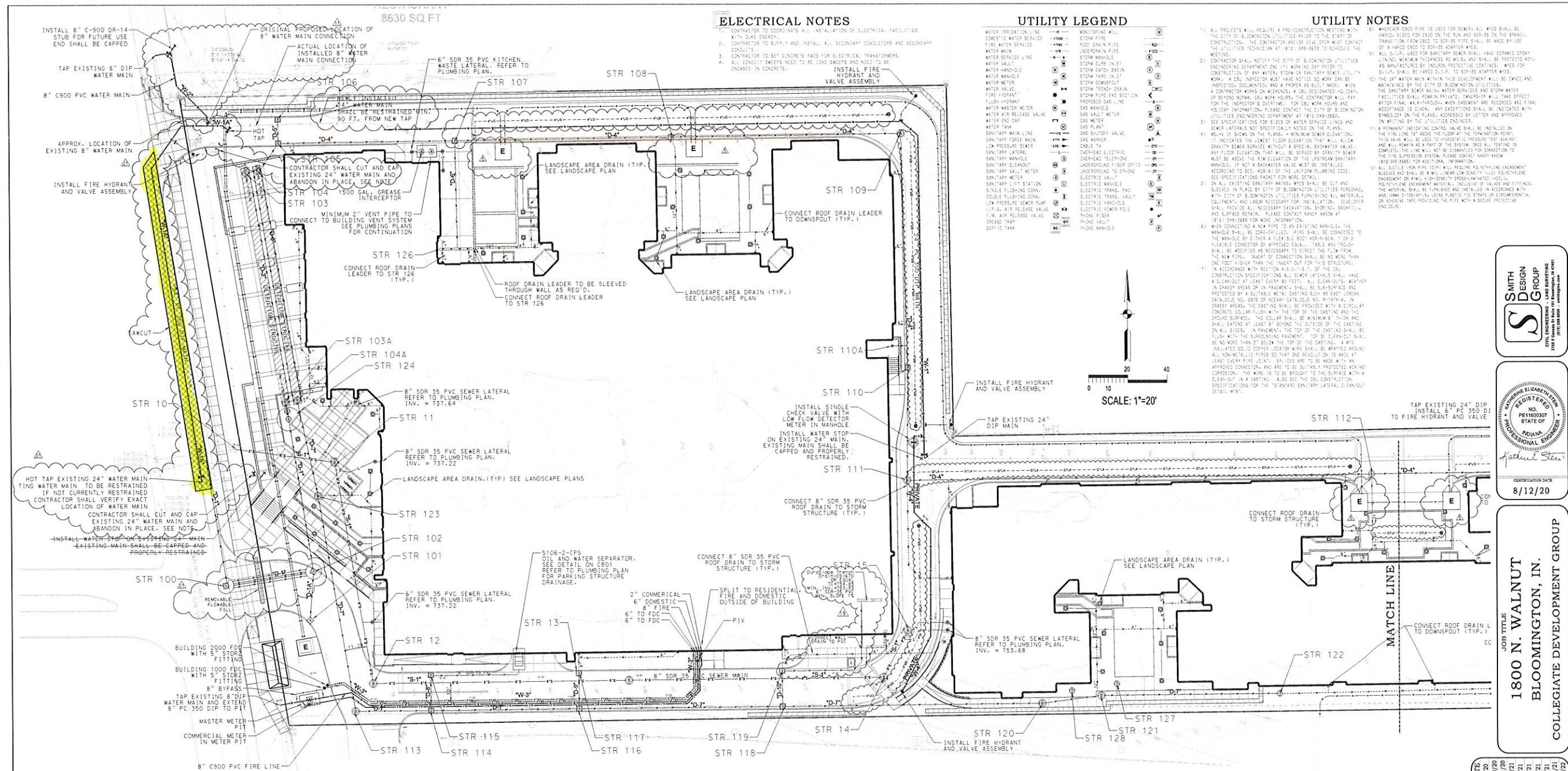
Goodman Construction Co. Inc. is needing to use the East Lane for Dump Truck access and room to perform the work to finish up the water main for the 1800 N Walnut project at the address of 1800 N. Walnut, Bloomington, IN. Goodman Construction Co. Inc. is respectfully requesting a temporary lane closure in front of site in the East Lane at the North Entrance to the property. With this closure, it will also help with the safety of GCC personnel and dump trucks as we are on a busy street, we will be excavating in inside the North Entrance to 1800. Also, this closure will help GCC to perform with better efficiency and safety for general public. Goodman Construction Co. Inc. is requesting the closure for the East Lane from September 12<sup>th</sup>, 2022 through September 16<sup>th</sup>, 2022.

Goodman Construction Co. Inc. will coordinate with the City of Bloomington and City of Bloomington Utilities to ensure that this closure is well communicated, and all transit providers know about this closure. Therefore, Goodman Construction respectfully request that the board of Public Works approves the restrictions referenced above from September 12<sup>th</sup>, 2022 through September 16<sup>th</sup>, 2022.

A handwritten signature in black ink, appearing to read 'Dayne H. Goodman', with a long horizontal flourish extending to the right.

Thank you,  
Dayne Goodman - 812-798-3260

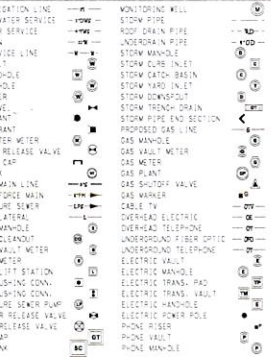




**ELECTRICAL NOTES**

- CONTRACTOR TO COORDINATE ALL INSTALLATION OF ELECTRICAL FACILITIES WITH DUE ENERGY.
- CONTRACTOR TO SUPPLY AND INSTALL ALL SECONDARY CONDUCTORS AND SECONDARY CONDUITS.
- CONTRACTOR TO SET CONCRETE PADS FOR ELECTRICAL TRANSFORMERS.
- ALL CONDUIT ENDS NEED TO BE END SWEEPS AND NEED TO BE ENGRAVED IN CONCRETE.

**UTILITY LEGEND**



**UTILITY NOTES**

- ALL PROJECTS WILL REQUIRE A PRE-CONSTRUCTION MEETING WITH THE CITY OF BLOOMINGTON UTILITIES PRIOR TO THE START OF CONSTRUCTION. THE DESIGNER AND/OR DEVELOPER MUST CONTACT THE UTILITIES TECHNICIAN AT (812) 398-3833 TO SCHEDULE THE MEETING.
- CONTRACTOR SHALL NOTIFY THE CITY OF BLOOMINGTON UTILITIES ENGINEERING DEPARTMENT (1) WORKING DAY PRIOR TO CONSTRUCTION OF ANY WATER, STORM OR SANITARY SEWER UTILITY WORK. A C.S. INSPECTOR MUST HAVE NOTICED AS WORK BE INSPECTED, DOCUMENTED, AND A PROPER AS-BUILT MADE. WITH A CONTRACTOR WORKS ON RECORDS, A C.S. DESIGNATED INSPECTOR OR BIDDING NORMAL JOB WORKERS, THE CONTRACTOR WILL STAY FOR THE INSPECTOR'S DETERMINE, FOR C.S. WORK HOURS AND HOLIDAY INFORMATION, PLEASE CONTACT THE CITY OF BLOOMINGTON UTILITIES ENGINEERING DEPARTMENT AT (812) 398-3833.
- SEE SPECIFICATIONS FOR SIZES OF WATER SERVICE LINES AND SEWER LATERALS NOT SPECIFICALLY NOTED ON THE PLANS.
- MINIMUM 12\"/>

**24\"/>**

- CONTRACTOR SHALL VERIFY EXACT LOCATION OF WATER MAIN.
- CONTRACTOR SHALL CUT AND CAP EXISTING 24\"/>

**STRUCTURE DATA TABLE**

INLET NO.	CASTING	CASTING DESCRIPTION	STRUCTURE DESCRIPTION	LENGTH (ft)	SIZE (in)	TYPE	UP INV. (ft)	DN INV. (ft)	T.C. ELEV. (ft)	CONNECTION
100	AE 5340	Grate Inlet	4' dia Manhole	63	24	N-12	730.08	729.76	733.36	CONNECT TO EX STR
101	AE 7505	Curb Inlet	24\"/>							

**SMITH DESIGN GROUP**  
 CIVIL ENGINEERING, LAND SURVEYING, AND SURVEYING  
 1011 W. MAIN ST., SUITE 100  
 BLOOMINGTON, IN 47403  
 (317) 844-1111

**REGISTERED PROFESSIONAL ENGINEER**  
 NO. PE1100307  
 STATE OF INDIANA  
 Matthew Stein  
 8/12/20

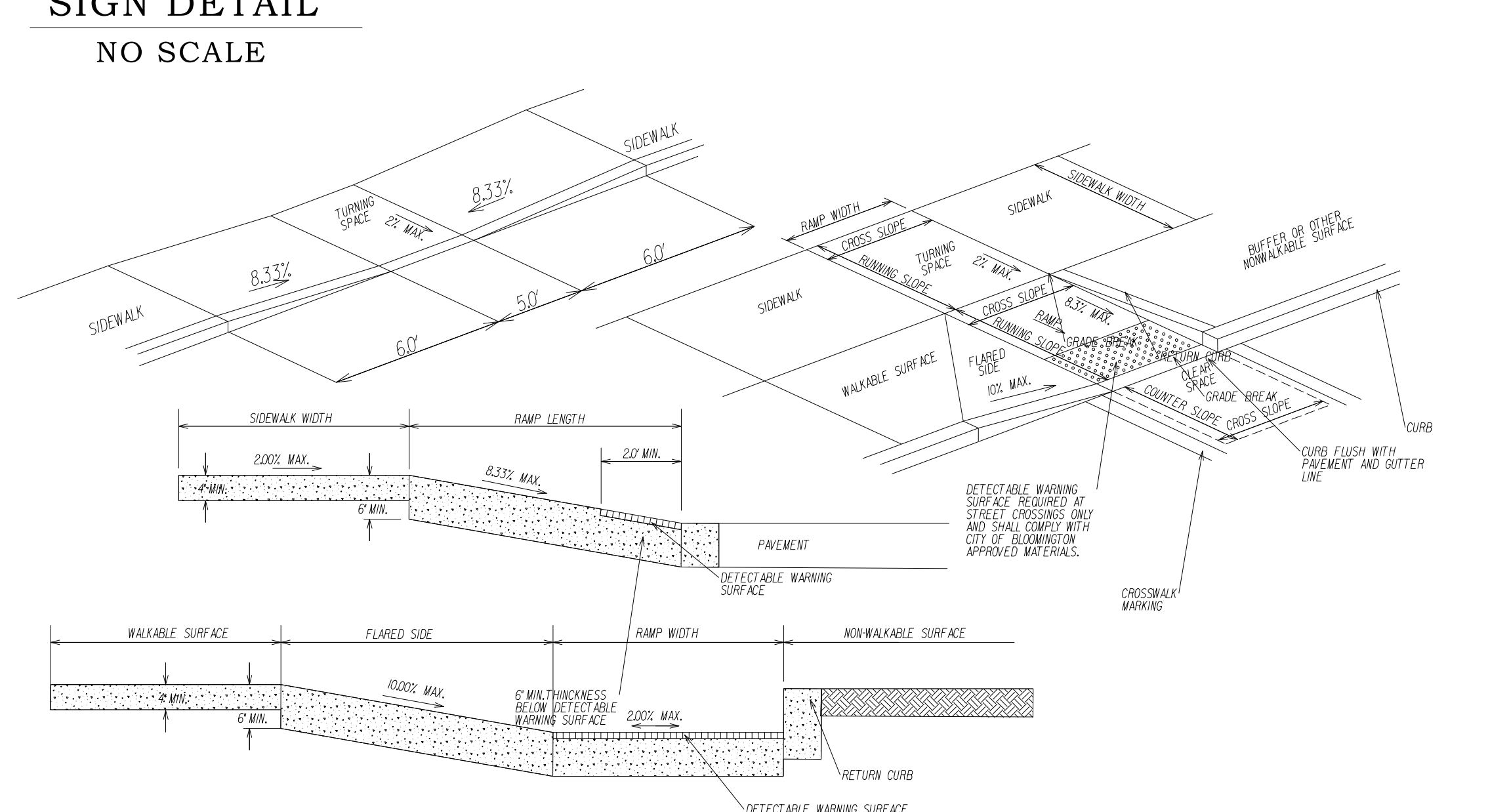
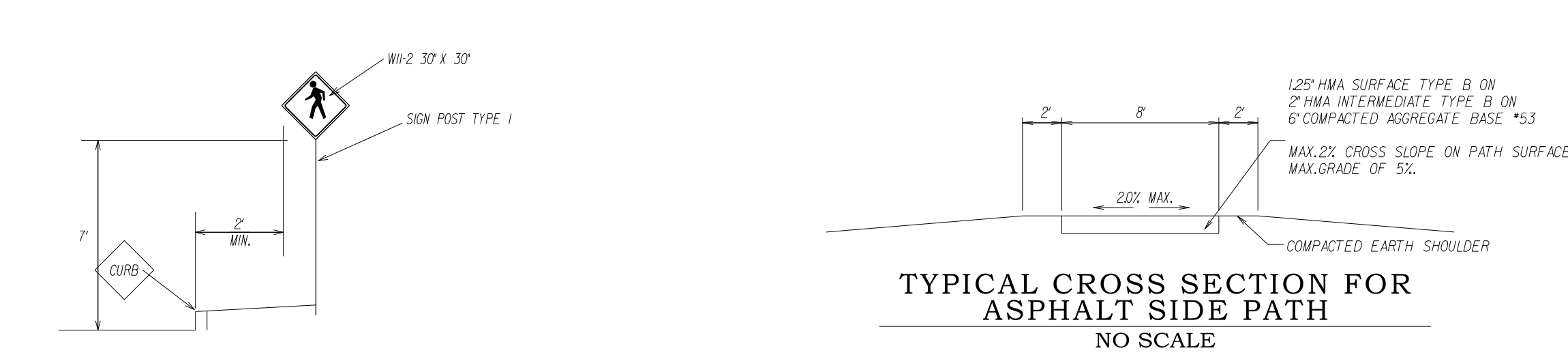
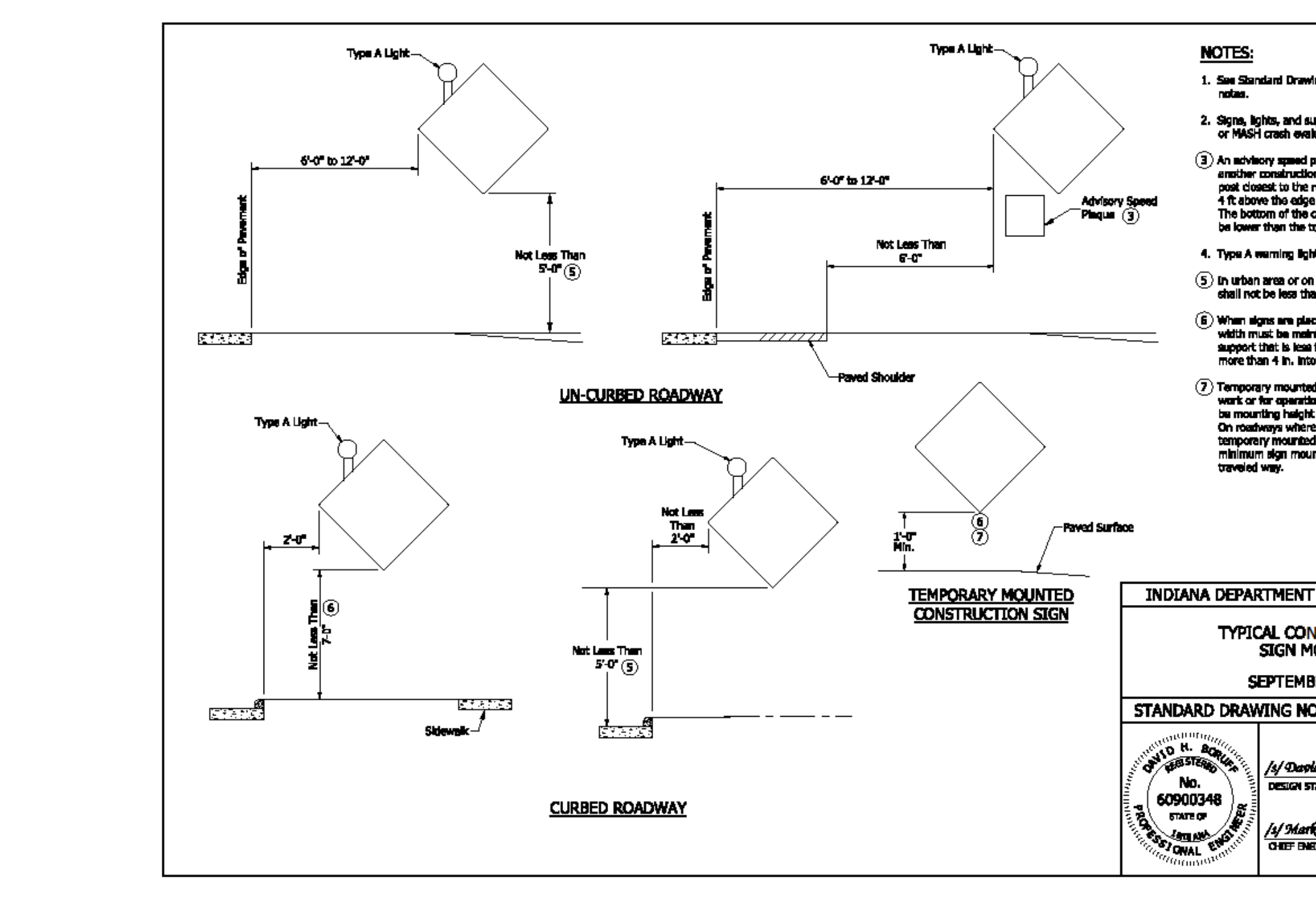
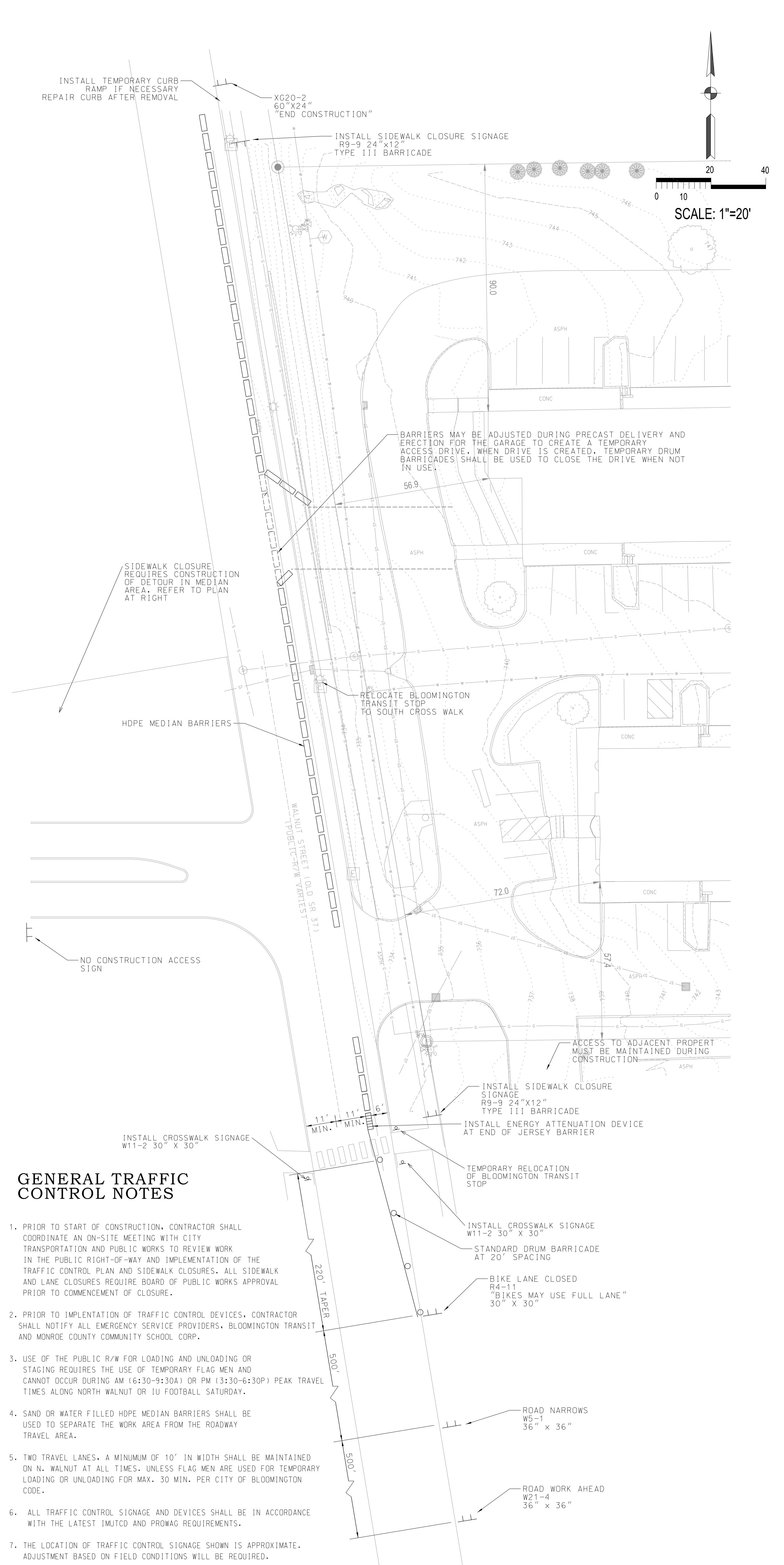
**1800 N. WALNUT**  
 BLOOMINGTON, IN.  
 COLLEGIATE DEVELOPMENT GROUP

**REVISIONS**

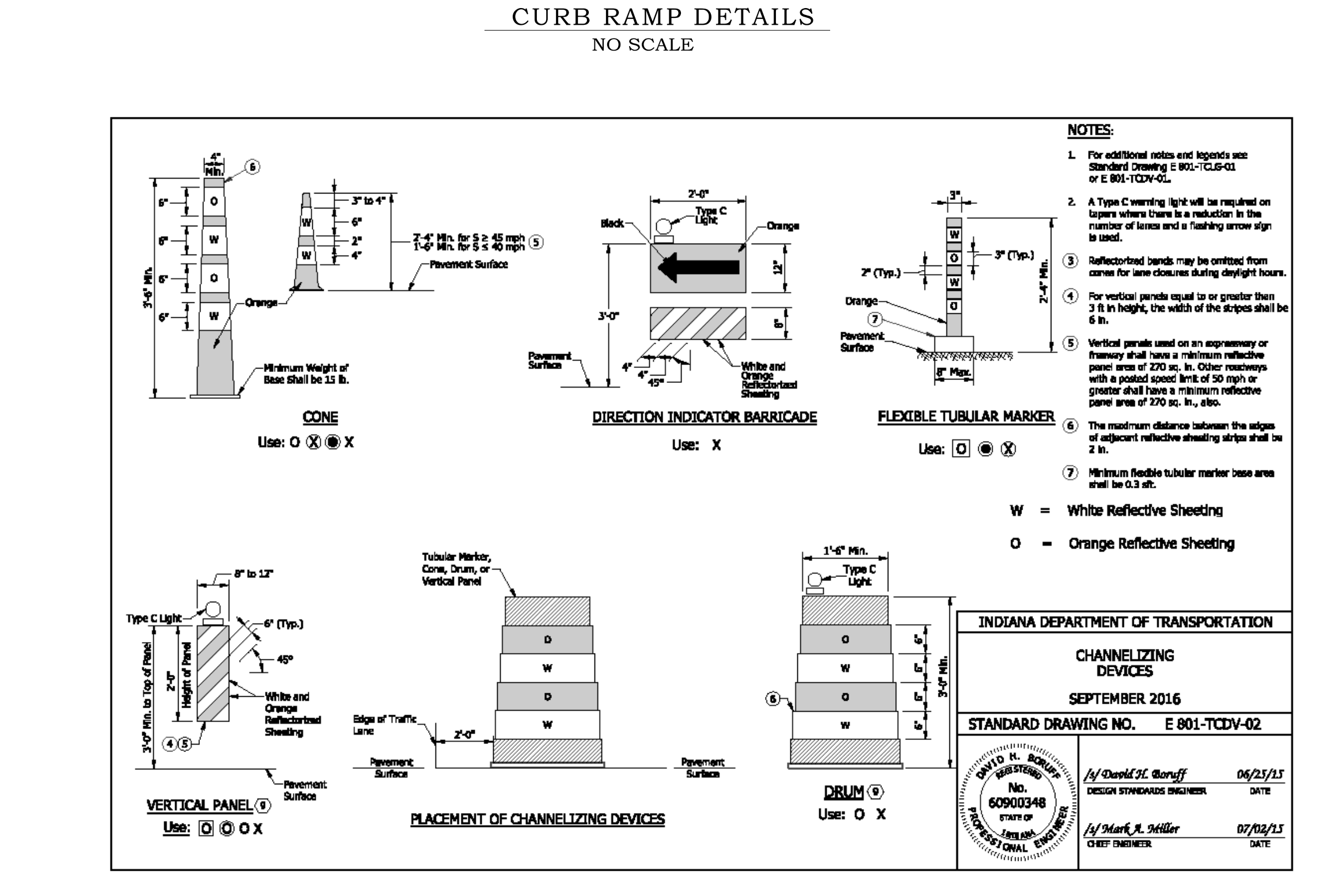
NO.	DATE	DESCRIPTION
1	12/11/20	ISSUED FOR PERMITS
2	2/18/21	REVISED PER PERMITS
3	2/18/21	REVISED PER PERMITS
4	5/10/21	REVISED PER PERMITS
5	7/15/21	REVISED PER PERMITS
6	8/19/21	REVISED PER PERMITS
7	12/22/21	REVISED PER PERMITS
8	2/10/22	REVISED PER PERMITS

**5827**  
 SHEET  
**C400**  
 DATE 8/12/20  
 UTILITY PLAN





- GENERAL NOTES:**
- ALL SLOPES ARE ABSOLUTE. SLOPES AT LEAST 0.50% LESS THAN THE MAXIMUM ARE PREFERRED.
  - A TURNING SPACE SHALL BE PROVIDED AT THE TOP OF A PERPENDICULAR RAMP. BOTTOM OF A PARALLEL RAMP OR WHERE THE PEDESTRIAN TRAVEL REQUIRES A CHANGE IN DIRECTION. A COMMON TURNING SPACE MAY BE SHARED BY ADJACENT RAMPS. THE TURNING SPACE SHALL HAVE A MINIMUM CLEAR DIMENSION OF 4'x4', WHERE THE TURNING SPACE IS CONSTRAINED AT THE BACK OF THE SIDEWALK BY A CURB, RETAINING WALL, BUILDING OR FEATURE OVER 2' IN HEIGHT. THE MINIMUM CLEAR DIMENSION SHALL BE 4'x5' WITH THE 5' DIMENSION IN THE DIRECTION OF TRAVEL.
  - A FLARED SIDE ADJACENT SHALL BE USED TO A WALKABLE SURFACE. A FLARED SIDE MAY BE USED ADJACENT TO A NON-WALKABLE SURFACE. A FLARED SIDE SHALL HAVE A MAXIMUM SLOPE OF 10.00% MEASURED PARALLEL TO THE BACK OF CURB.
  - A RETURN CURB IS PLACED PERPENDICULAR TO THE ROADWAY CURB. A RETURN CURB MAY BE USED ADJACENT TO A NON-WALKABLE SURFACE. THE RETURN CURB MAY BE OMITTED WHERE THE NON-WALKABLE SURFACE IS FLARED AND THE CURB ADJACENT TO THE ROADWAY IS TAPERED TO MEET THE FLUSH CURB AT THE BOTTOM OF THE RAMP.
  - A CLEAR SPACE SHALL BE PROVIDED BEYOND THE BOTTOM GRADE BREAK OF A CURB RAMP. THE CLEAR SPACE SHALL BE WITHIN THE CROSSWALK AND WITHIN THE PARALLEL VEHICULAR TRAVEL PATH. THE CLEAR SPACE SHALL HAVE A MINIMUM CLEAR DIMENSION OF 4'x4'.
  - A DETECTABLE WARNING SURFACE SHALL CONSIST OF TRUNCATED DOMES AND BE PLACED AT EACH STREET, HIGHWAY OR RAILROAD CROSSING. SURFACES ARE NOT PLACED AT DRIVEWAY OR ALLEY CROSSINGS. THE DETECTABLE WARNING SURFACE SHALL EXTEND A MINIMUM OF 2' IN THE DIRECTION OF PEDESTRIAN TRAVEL AND BE PLACED THE ENTIRE WIDTH OF THE RAMP.
  - THE RUNNING SLOPE OF THE RAMP SHALL BE MEASURED PARALLEL TO THE DIRECTION OF PEDESTRIAN TRAVEL.
    - A TURNING SLOPE OF 2.00% OR LESS IS CONSIDERED LEVEL.
    - A RAMP SHALL HAVE A MAXIMUM RUNNING SLOPE OF 8.33%.
    - A TURNING SPACE SHALL HAVE A MAXIMUM RUNNING SLOPE OF 2.00%.
    - UNLESS OTHERWISE NOTED, THE MINIMUM WIDTH OF THE RAMP SHALL BE 5'.
    - THE CROSS SLOPE OF A RAMP OR TURNING SPACE SHALL BE MEASURED PERPENDICULAR TO THE DIRECTION OF PEDESTRIAN TRAVEL.
      - THE MAXIMUM CROSS SLOPE OF A PEDESTRIAN STREET CROSSING WITHOUT STOP OR YIELD CONTROL SHALL BE 5.0%.
      - THE MAXIMUM CROSS SLOPE OF A PEDESTRIAN STREET CROSSING WITH STOP OR YIELD CONTROL SHALL BE 2.0%.
  - OBJECTS SUCH AS UTILITY COVERS, WALLS, FRAMES, GRATES, CASTINGS, SHALL NOT BE LOCATED WITHIN THE RAMP OR TURNING SPACES.



**GENERAL TRAFFIC CONTROL NOTES**

- PRIOR TO START OF CONSTRUCTION, CONTRACTOR SHALL COORDINATE AN ON-SITE MEETING WITH CITY TRANSPORTATION AND PUBLIC WORKS TO REVIEW WORK IN THE PUBLIC RIGHT-OF-WAY AND IMPLEMENTATION OF THE TRAFFIC CONTROL PLAN AND SIDEWALK CLOSURES. ALL SIDEWALK AND LANE CLOSURES REQUIRE BOARD OF PUBLIC WORKS APPROVAL PRIOR TO COMMENCEMENT OF CLOSURE.
- PRIOR TO IMPLEMENTATION OF TRAFFIC CONTROL DEVICES, CONTRACTOR SHALL NOTIFY ALL EMERGENCY SERVICE PROVIDERS, BLOOMINGTON TRANSIT AND MONROE COUNTY COMMUNITY SCHOOL CORP.
- USE OF THE PUBLIC R/W FOR LOADING AND UNLOADING OR STAGING REQUIRES THE USE OF TEMPORARY FLAG MEN AND CANNOT OCCUR DURING AM (6:30-9:30A) OR PM (3:30-6:30P) PEAK TRAVEL TIMES ALONG NORTH WALNUT OR IUI FOOTBALL SATURDAY.
- SAND OR WATER FILLED HOPE MEDIAN BARRIERS SHALL BE USED TO SEPARATE THE WORK AREA FROM THE ROADWAY TRAVEL AREA.
- TWO TRAVEL LANES - A MINIMUM OF 10' IN WIDTH SHALL BE MAINTAINED ON N. WALNUT AT ALL TIMES. UNLESS FLAG MEN ARE USED FOR TEMPORARY LOADING OR UNLOADING FOR MAX. 30 MIN. PER CITY OF BLOOMINGTON CODE.
- ALL TRAFFIC CONTROL SIGNAGE AND DEVICES SHALL BE IN ACCORDANCE WITH THE LATEST MUTCD AND PROWAG REQUIREMENTS.
- THE LOCATION OF TRAFFIC CONTROL SIGNAGE SHOWN IS APPROXIMATE. ADJUSTMENT BASED ON FIELD CONDITIONS WILL BE REQUIRED.

INDIANA DEPARTMENT OF TRANSPORTATION  
 TYPICAL CONSTRUCTION SIGN MOUNTING  
 SEPTEMBER 2016  
 STANDARD DRAWING NO. E 801-TC05-05

S	MERGING TAPER				SHIFTING TAPER					
	Min. Taper Length L1	W = 9	W = 10	W = 11	W = 12	Min. Taper Length L2	W = 9	W = 10	W = 11	W = 12
20	80	70	75	80	20	30	35	40	40	
25	100	100	110	120	25	40	55	60	65	
30	120	130	140	150	30	50	70	85	90	
35	140	150	160	170	35	60	80	100	110	
40	160	170	180	190	40	70	90	110	130	
45	180	190	200	210	45	80	100	120	140	
50	200	210	220	230	50	90	110	130	150	
55	220	230	240	250	55	100	120	140	160	
60	240	250	260	270	60	110	130	150	170	
65	260	270	280	290	65	120	140	160	180	
70	280	290	300	310	70	130	150	170	190	

INDIANA DEPARTMENT OF TRANSPORTATION  
 MERGING OR SHIFTING TAPER  
 SEPTEMBER 2016  
 STANDARD DRAWING NO. E 801-TC03-03

Smith Brethob & Associates, Inc.  
 2335 E. Canada Drive  
 Suite 101  
 Bloomington, Indiana 47401  
 www.smithbrethob.com

REGISTERED PROFESSIONAL ENGINEER  
 STATE OF INDIANA  
 No. PE1600307  
 Matthew E. Stein

CERTIFICATION DATE  
 8/12/20

JOB TITLE  
 1800 N. WALNUT  
 BLOOMINGTON, IN.  
 COLLEGIATE DEVELOPMENT GROUP

BY	DATE	REVISIONS

DESIGNED BY  
 SAAB  
 DRAWN BY  
 SB/WAW  
 CHECKED BY  
 KES  
 DATE

5827  
 SHEET  
 C600

DATE  
 8/12/20

MAINTENANCE OF TRAFFIC





# CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

401 N Morton Street, Suite 130  
P.O. Box 100  
Bloomington, IN 47402  
Phone: (812) 349-3913  
Fax: (812) 349-3520  
Email:  
engineering@bloomington.in.gov

ADDRESS OR NEAREST ADDRESS

OF ROW ACTIVITY: 1800 N Walnut Bloomington, IN 47404

### A. APPLICANT/AGENT INFORMATION:

APPLICANT NAME: Derrick Goodman  
E-MAIL: derrick@goodmanconstructionco.com  
COMPANY: Goodman Construction Co. Inc.  
ADDRESS: 2597 W Fountain Dr.  
CITY, STATE, ZIP: Bloomington, IN 47404  
24-HR EMERGENCY CONTACT NAME: Jeremie Solterman  
24-HR CONTACT PHONE #: 812-325-6404  
  
ADDITIONAL INFO:  
  
\*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED

**\*\*SUBCONTRACTOR INFORMATION\*\***  
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: Goodman Construction Co. Inc.  
**IS THIS A**  CBU\*  COUNTY\*  IU\*  NP\* **PROJECT?**  
PROJECT NAME: 1800 N Walnut  
PROJECT #:  
PROJECT MGR.:  
PROJECT MGR. #:  
  
\*CBU = CITY OF BLOOMINGTON UTILITIES \*COUNTY = MONROE COUNTY  
\*IU = INDIANA UNIVERSITY \*NP= NOT-FOR-PROFIT AGENCY

### B. WORK DESCRIPTION:

POD/DUMPSTER  CRANE  SCAFFOLDING  CONSTRUCTION USE\*  GAS  ELECTRIC  SANITARY SEWER  WATER  
 TELECOM  OTHER (EXPLAIN): Installing 24" Water Main in N Entrance for project (Use Lane to Load Trucks)  
\*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND

### WILL RIGHT OF WAY BE USED/CLOSED/BLOCKED?

STREET NAME: Walnut St.  
 ROAD CLOSURE  LANE CLOSURE  1  2  3  
 SIDEWALK\*  BIKE LANE  OTHER  
\*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW  
START DATE: 9/12/2022 END DATE: 9/16/2022 # OF DAYS\*: 5  
REQUESTED CLOSURE HOURS: 12:00 AM - 11:59 PM  
\*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)  
ADDITIONAL NOTES:

**WILL THERE BE EXCAVATIONS** (LENGTH, WIDTH, AND DEPTH OR LxWxD IN FEET)?  
LxWxD OF PAVEMENT\* EXCAVATIONS :  
\*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS  
LxWxD OF NON-PAVEMENT\* EXCAVATIONS:  
\*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE  
LINEAL FT OF BORE\*:  
\*BORE PITS SHALL BE CALCULATED AS LxWxD EXCAVATIONS  
# OF POLE INSTALL/REMOVAL:  
LxWxD OF SIDEWALK RECONSTRUCTION\*:  
\*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED  
LxWxD OF SIDEWALK NEW CONSTRUCTION\*:  
\*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE  
# OF DRIVEWAY INSTALLATIONS:

### C. INDEMNIFICATION AGREEMENT:

The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.

PRINT NAME: Derrick Godman  
SIGNATURE: Derrick R. Goodman  
DATE: 8/24/2022



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

For Administration Use Only (applicable to CLOSURE approval)

Approved By: \_\_\_\_\_  Staff  BPW  City Engineer  Director Date: \_\_\_\_\_

Staff Representative: \_\_\_\_\_ Phone#: \_\_\_\_\_ Date: \_\_\_\_\_



## Board of Public Works Staff Report

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**Project/Event:** Change Order #1 for the Neighborhood Greenways Project

**Petitioner/Representative:** Engineering Department

**Staff Representative:** Sara Gomez

**Meeting Date:** August 30, 2022

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This project was awarded to Rivertown Construction, LLC. The project included the installation of sidewalks, curbs, ADA complaint ramps, and pavement markings. Change Order #1 adds an item for 'Mulched Seeding' (item ID 621-06550). The quantity for Mulched Seeding is being deducted from item #0170 'Sodding, Nursery' (item ID 621-06575).

The original contract amount for the project was \$439,876.10. Change Order #1 would result in a \$0.00 increase to the contract. The contract sum would still be \$439,876.10.

This project is funded through the Public Works Department and the Engineering Department.

# City of Bloomington Contract and Purchase Justification Form

Vendor: Rivertown Construction, LLC

Contract Amount: \$439,876.10

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

## PURCHASE INFORMATION

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

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

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

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

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

The contract with Rivertown Construction, LLC for the Neighborhood Greenways Project, Phase 1 was approved by the BPW on December 21st, 2021. This Change Order is being presented in compliance with the contract documents for the Neighborhood Greenways Project.  
 Original: \$439,876.10  
 Previous Change Orders \$0.00  
 Change Order #1 \$0.00

Sara Gomez

Project Manager

Engineering

Print/Type Name

Print/Type Title

Department



# City of Bloomington, Indiana

## Change Order Details

### Neighborhood Greenways Project Phase 1

---

<b>Description</b>	<i>Neighborhood Greenways using traffic calming to create a comfortable shared space street, East 7th Street (Union St to Overhill Dr.) W Graham and Ralston Drives (Rockport Rd. to Bryan Street).</i>
<b>Prime Contractor</b>	River Town Construction, LLC PO Box 444 Newburg, IN 47629
<b>Change Order</b>	1
<b>Status</b>	Pending
<b>Date Created</b>	08/17/2022
<b>Type</b>	Scope Changes
<b>Summary</b>	Add Seed and Straw Item
<b>Change Order Description</b>	It was proposed seed and straw would be installed in place of Sod due to the small areas of sod, the expense of sod, and the difficult upkeep of Sod during summer months. Rivertown agreed to a price of \$5 a SYS for seed and straw.
<b>Awarded Project Amount</b>	\$439,876.10
<b>Authorized Project Amount</b>	\$439,876.10
<b>Change Order Amount</b>	\$0.00
<b>Revised Project Amount</b>	\$439,876.10

**Increases/Decreases**

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
<b>Section: 1 - Description</b>									
0170	621-06575	SYS	\$20.000	491.000	\$9,820.00	-151.795	-\$3,035.90	339.205	\$6,784.10
SODDING, NURSERY									
Reason: Deduct cost of seed and straw from this item to make \$0 balance change order. Seed and Straw is replacing Sodding									
1 item			Totals		\$9,820.00		-\$3,035.90		\$6,784.10

**New Items**

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
<b>Section: 1 - Description</b>					
0390	621-06550	SYS	607.180	\$5.000	\$3,035.90
MULCHED SEEDING P					
Reason: Using Seed & Straw in place of Sod item# 17, 621-06575					
1 item					Total: \$3,035.90

**Attachments**

Document	Name	Description	Submission Date
Seed_and_Straw_City_of_Bloomington_Indiana_Mail_-_Bloomington_Greenways_PH1_Week_Ending_5-20-2022_Total_Quantities.pdf	Seed and Straw_City of Bloomington, Indiana Mail - Bloomington Greenways PH1 Week Ending 5-20-2022 Total Quantities.pdf	Email confirmation from Riverton	08/17/2022 03:31 PM EDT

1 attachment

Not valid until signed by the Engineer, Contractor, and Owner

 _____	 _____	 _____
Engineer	Contractor	Board of Public Works
 _____	 _____	 _____
Title	Title	Title
 _____	 _____	 _____
Date	Date	Date



# City of Bloomington Contract and Purchase Justification Form

Vendor: TAPCO, Traffic & Parking Control Co., Inc.

Contract Amount: \$ 106,565.00

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

**PURCHASE INFORMATION**

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

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

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

# of Submittals:    2	Yes	No	
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Was the lowest cost selected? (If no, please state below why it was not.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Two quotes were opened on August 29, 2022 at BPW work session. TAPCO quote was responsive and responsible.
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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

TAPCO was responsive and responsible. References provided with similar scope and size were contacted, we received great reviews on contracts with TAPCO.

\_\_\_\_\_  
Joe Van Deventer

\_\_\_\_\_  
Director of Operations

\_\_\_\_\_  
Street Division

Print/Type Name

Print/Type Title

Department



**AGREEMENT**  
**BETWEEN**  
**CITY OF BLOOMINGTON**  
**PUBLIC WORKS DEPARTMENT**  
**AND**  
**TAPCO (Traffic & Parking Control Co., Inc.)**  
**FOR**  
**2022 Traffic Signal Inspections**

**THIS AGREEMENT**, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and TAPCO (Traffic & Parking Control Co., Inc. ), (hereinafter CONTRACTOR);

**WITNESSETH THAT:**

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Traffic Signal Inspections**, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

**ARTICLE 1. TERM**

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

**ARTICLE 2. SERVICES**

2.01 Contractor shall complete all Work 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 seventy-five (45) 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** Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed **One Hundred Six Thousand, Five Hundred Sixty-Five Dollars and Zero Cents (\$106,565.00)**. 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 or her own and all subcontracted employees, to City Engineer or his or her representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

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

### **ARTICLE 4. RETAINAGE**

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

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

**4.02** **Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a

Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

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

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

## **ARTICLE 5. GENERAL PROVISIONS**

**5.01** CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of his or her 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 his or her 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 or her representative.

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

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

Inability to finance the work adequately.

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

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

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

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

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

### **5.03 Successors and Assigns**

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

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

### **5.04 Extent of Agreement: Integration**

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Quote Documents.
4. The Invitation to Quoters.

5. The Instructions to Quoters.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

**5.05 Insurance**

**5.05.01**

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him 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 he or she is now and will maintain in good standing with such governmental agencies and that he or she will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

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

**5.08** **Non-Discrimination**

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

**5.08.02** CONTRACTOR certifies for themselves and all his or her 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 he or she:

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

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

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

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

**5.09 Workmanship and Quality of Materials**

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

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

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

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

**5.10.01** CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) feet 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 both a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

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

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

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

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

**5.13.01** The surety of the Payment Bond 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	TAPCO Traffic & Parking Control Company, Inc.
Attn: Joe VanDeventer	Lindsey Harvey
401 N. Morton St., Suite 130	5100 E Brown Deer Road
Bloomington, Indiana 47404	Milwaukee, WI 53223

**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 he or she receives an official written Notice to Proceed (NTP) 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 his or her 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 his or her subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of his or her subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or his or her 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 his or her 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 his or her subcontractor did not knowingly employ an unauthorized alien. If the Contractor or his or her 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 his or her 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.

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

DATE: \_\_\_\_\_

City of Bloomington  
Bloomington Board of Public Works

TAPCO Traffic & Parking Control Co., Inc.

BY:

BY:

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

\_\_\_\_\_  
Contractor Representative

\_\_\_\_\_  
Jennifer Lloyd, Vice President

\_\_\_\_\_  
Andy Bergholz,

\_\_\_\_\_  
Elizabeth Karon, Secretary

\_\_\_\_\_  
Co-Owner

\_\_\_\_\_  
John Hamilton, Mayor of Bloomington

**ATTACHMENT 'A'**

**"SCOPE OF WORK"**

**2022 Traffic Signal Inspections**

*This project shall include, but is not limited to:*

*TAPCO shall provide routine inspections of traffic signal equipment and supply a complete Traffic Inspection Report for each signal.*



STATE OF \_\_\_\_\_ )  
 ) 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

My Commission #: \_\_\_\_\_

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

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

NON-COLLUSION AFFIDAVIT

EXHIBIT B

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

OATH AND AFFIRMATION

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

Dated this 22nd day of August, 2022.

TAPCO, Traffic and Parking Control Co., Inc.
(Name of Organization)

By Lindsay L. Harvey, Service Solutions Director
(Name and Title of Person Signing)
[Signature: Lindsay L. Harvey]

STATE OF Texas )
) S.S.:
COUNTY OF Bell )

Subscribed and sworn to before me this 22nd day of August 2022.

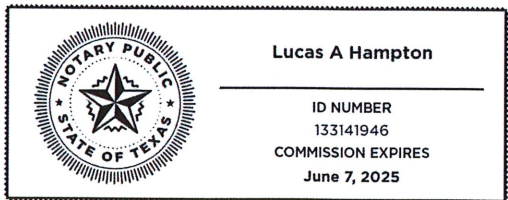
My Commission Expires:

06/07/2025

[Signature: Lucas A. Hampton]
Notary Public Signature

Resident of Bell County

Lucas A Hampton
Printed Name



Notarized online using audio-video communication

"E-VERIFY AFFIDAVIT"

STATE OF Wisconsin )  
 ) S.S.:  
COUNTY OF Milwaukee )

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

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

[Handwritten Signature]

Signature

Curtis Coffin  
Printed Name

STATE OF Wisconsin )  
 ) SS:  
COUNTY OF MILWAUKEE

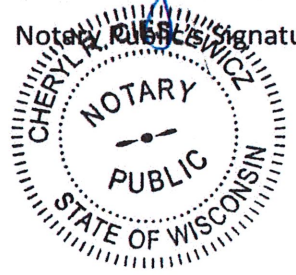
Before me, a Notary Public in and for said County and State, personally appeared Curtis Coffin and acknowledged the execution of the foregoing this 9<sup>th</sup> day of August, 2022.

[Handwritten Signature: Cheryl R Cieslewicz]

Notary Public's signature

Cheryl R Cieslewicz  
Printed Name of Notary Public

My Commission Expires: 2/17/2026  
County of Residence: MILWAUKEE



**ESCROW AGREEMENT**  
**Not Required for Quotes under \$100,000.00**

**2022 Traffic Signal Inspections**

THIS ESCROW AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Bloomington, Indiana, Board of Public Works (the "Owner"), and TAPCO (Traffic & Parking Control Company, Inc., (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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 Board of Public Works  
401 N. Morton Street, Suite 130  
Bloomington IN 47404  
Attn: Andrew Cibor, City Engineer

If to Escrow Agent:

First Financial Bank  
536 N. College Ave.  
Bloomington, IN 47404  
Attn: Amy Kaiser, Vice President, Treasury Management Services

If to Contractor:

Name: TAPCO Traffic & Parking Control Company, Inc.  
Address: 5100 W. Brown Deer Road  
City/State: Brown Deer, WI 53223  
Attn: Andy Bergholz, Co-Owner

In Witness Whereof, the undersigned have executed this Escrow Agreement as of the day and year first above written.

**OWNER:**

City of Bloomington, Board of Public Works

By: \_\_\_\_\_  
Kyla Cox Deckard, President

**CONTRACTOR:**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Tax I.D. No.: \_\_\_\_\_

**ESCROW AGENT:**

First Financial Bank

By: \_\_\_\_\_  
Amy Kaiser, Vice President, Treasury Management Services

# AUTHORIZATION TO RELEASE ESCROW FUNDS

\_\_\_\_\_  
(Date)

First Financial Bank  
536 N. College Avenue  
Bloomington, IN 47404

Attn: Amy Kaiser, Vice President, Treasury Management Services

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: 2022 Traffic Signal Inspections  
Account Holder/Contractor: TAPCO Traffic & Parking Control Company, Inc.  
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 its 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, 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

By: \_\_\_\_\_  
Andrew Cibor, City Engineer  
City of Bloomington

\_\_\_\_\_  
Jeffrey Underwood, Controller  
City of Bloomington

Dated: \_\_\_\_\_

Contractor

By: \_\_\_\_\_  
Andy Bergholz, Co-Owner  
TAPCO Traffic & Parking Control Co., Inc.  
Reviewed and Approved By:

Escrow Agent  
First Financial Bank

By: \_\_\_\_\_  
Amy Kaiser, Vice President,  
Treasury Management Services



# Board of Public Works Claim Register

Invoice Date Range 08/20/22 - 09/02/22

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>				
<b>Department 01 - Animal Shelter</b>				
<b>Program 010000 - Main</b>				
<b>Account 43430 - Animal Adoption Fees</b>				
Jenna Barbour	01-return adoption poodle		09/02/2022	40.00
	<b>Account 43430 - Animal Adoption Fees Totals</b>	<b>Invoice 1</b>		<u>\$40.00</u>
		Transactions		
<b>Account 52110 - Office Supplies</b>				
6530 - Office Depot, INC	01-wastebasket, folders, tape		09/02/2022	32.34
5819 - Synchrony Bank	06-Wrist and mouse pads for Long and Gilliland (Gel)		09/02/2022	33.82
	<b>Account 52110 - Office Supplies Totals</b>	<b>Invoice 2</b>		<u>\$66.16</u>
		Transactions		
<b>Account 52210 - Institutional Supplies</b>				
4136 - C. Specialties, INC	01-Cat Carriers		09/02/2022	671.83
4136 - C. Specialties, INC	01- Cat Carriers & Leashes		09/02/2022	691.50
7508 - Elanco US INC	01- Antibiotics		09/02/2022	345.32
313 - Fastenal Company	01- Trash Liners		09/02/2022	62.59
313 - Fastenal Company	01- Trash Liners & Towels		09/02/2022	250.66
4586 - Hill's Pet Nutrition Sales, INC	01- Dog & puppy food		09/02/2022	168.27
3929 - IDEXX Laboratories, INC	01- HTW & FIV/FELV tests		09/02/2022	1,782.33
3929 - IDEXX Laboratories, INC	01-Parvo tests		09/02/2022	296.20
4574 - John Deere Financial (Rural King)	01-guinea pig food		09/02/2022	10.99
4574 - John Deere Financial (Rural King)	01-litter-50 40lb bags pellet bedding-8/12/22		09/02/2022	259.50
4549 - Kroger Limited Partnership I	01-rabbit food-cilantro, spinach, romaine lettuce		09/02/2022	10.73
4549 - Kroger Limited Partnership I	01-rabbit food-cilantro, green leaf lettuce, parsley		09/02/2022	14.20
4549 - Kroger Limited Partnership I	01-cat milk		09/02/2022	14.97



# Board of Public Works Claim Register

Invoice Date Range 08/20/22 - 09/02/22

4633 - Midwest Veterinary Supply, INC	01-veterenary supplies - rescue concentrate 55 gal	09/02/2022	1,646.00
4633 - Midwest Veterinary Supply, INC	01-Veterinary Supplies - exam gloves (XL)	09/02/2022	13.12
4633 - Midwest Veterinary Supply, INC	01-Veterinary Supplies - exam gloves (XL)	09/02/2022	32.80
4633 - Midwest Veterinary Supply, INC	01-Veterinary Supplies - syringes	09/02/2022	89.85
4633 - Midwest Veterinary Supply, INC	01-Veterinary Supplies - milk replacer	09/02/2022	118.84
4633 - Midwest Veterinary Supply, INC	01-Veterinary Supplies - Antibiotics, Insulin, Thyroid Meds	09/02/2022	140.71
4633 - Midwest Veterinary Supply, INC	01-Fluids, Antibiotics, Thermometer, Antiparasitics, Syringes	09/02/2022	631.08
<b>Account 52210 - Institutional Supplies Totals</b>		Invoice 20 Transactions	\$7,251.49
<b>Account 52310 - Building Materials and Supplies</b>			
394 - Kleindorfer Hardware & Variety	01-wire for fence repair	09/02/2022	8.69
394 - Kleindorfer Hardware & Variety	01-pin's for kennel locks	09/02/2022	28.48
<b>Account 52310 - Building Materials and Supplies Totals</b>		Invoice 2 Transactions	\$37.17
<b>Account 52420 - Other Supplies</b>			
5819 - Synchrony Bank	01 - Phone Charger and Case	09/02/2022	61.97
453 - ULINE, INC	01-Desk Riser, hearing protection	09/02/2022	419.53
<b>Account 52420 - Other Supplies Totals</b>		Invoice 2 Transactions	\$481.50
<b>Account 52430 - Uniforms and Tools</b>			
4832 - Animal Care Equipment & Services, LLC	01- Safety gloves (L)	09/02/2022	134.80
4832 - Animal Care Equipment & Services, LLC	01- cat dens	09/02/2022	214.08
798 - Winters Associates Promotional Products, INC	01-ACO Uniform Shirts	09/02/2022	532.56
<b>Account 52430 - Uniforms and Tools Totals</b>		Invoice 3 Transactions	\$881.44
<b>Account 53130 - Medical</b>			
6529 - BloomingPaws, LLC	01- Rabbit neuter	09/02/2022	114.58
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-diagnostics, spay/neuter	09/02/2022	1,028.58



# Board of Public Works Claim Register

Invoice Date Range 08/20/22 - 09/02/22

54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter, x-rays, histopathology	09/02/2022	1,237.97
	Account <b>53130 - Medical</b> Totals	Invoice 3	<u>\$2,381.13</u>
Account <b>53210 - Telephone</b>		Transactions	
13969 - AT&T Mobility II, LLC	06-cell phone chgs 7/12-8/11/22-Inv. 287289748780X08192022		236.23
	Account <b>53210 - Telephone</b> Totals	Invoice 1	<u>\$236.23</u>
Account <b>53610 - Building Repairs</b>		Transactions	
392 - Koorsen Fire & Security, INC	19-SA Annual Fire & Sprinkler Inspection @ ACC	09/02/2022	526.00
	Account <b>53610 - Building Repairs</b> Totals	Invoice 1	<u>\$526.00</u>
	Program <b>010000 - Main</b> Totals	Transactions	
		Invoice 35	<u>\$11,901.12</u>
		Transactions	
Program <b>010001 - Donations Over \$5K</b>			
Account <b>52210 - Institutional Supplies</b>			
4586 - Hill's Pet Nutrition Sales, INC	01- Prescription Vet food	09/02/2022	209.40
4586 - Hill's Pet Nutrition Sales, INC	01-Prescription Food for Kitten, cat, Dog and puppy	09/02/2022	343.49
4137 - Patterson Veterinary Supply, INC	01-bowls	09/02/2022	155.92
4137 - Patterson Veterinary Supply, INC	01-antibiotics, antifungals, bowls	09/02/2022	239.36
	Account <b>52210 - Institutional Supplies</b> Totals	Invoice 4	<u>\$948.17</u>
Account <b>53130 - Medical</b>		Transactions	
6529 - BloomingPaws, LLC	01-Comprehensive Examination and Heartworm treatment	09/02/2022	138.06
6529 - BloomingPaws, LLC	01-Diagnostics & Heartworm treatment	09/02/2022	418.94
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-diagnostics, spay/neuter	09/02/2022	259.69
	Account <b>53130 - Medical</b> Totals	Invoice 3	<u>\$816.69</u>
	Program <b>010001 - Donations Over \$5K</b> Totals	Transactions	
		Invoice 7	<u>\$1,764.86</u>
	Department <b>01 - Animal Shelter</b> Totals	Transactions	
		Invoice 42	<u>\$13,665.98</u>
		Transactions	
Department <b>02 - Public Works</b>			





# Board of Public Works Claim Register

Invoice Date Range 08/20/22 - 09/02/22

**Program 020000 - Main**

**Account 53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 7/12-8/11/22-Inv.  
287289748780X08192022

Account **53210 - Telephone** Totals

Invoice 1

125.28

\$125.28

Transactions

Program **020000 - Main** Totals

Invoice 1

\$125.28

Transactions

Department **02 - Public Works** Totals

Invoice 1

\$125.28

Transactions

**Department 03 - City Clerk**

**Program 030000 - Main**

**Account 53210 - Telephone**

13969 - AT&T Mobility II, LLC

06- cell phone chgs 7/12-8/11/22-Inv.  
287297421132X08192022

Account **53210 - Telephone** Totals

Invoice 1

163.92

\$163.92

Transactions

Program **030000 - Main** Totals

Invoice 1

\$163.92

Transactions

Department **03 - City Clerk** Totals

Invoice 1

\$163.92

Transactions

**Department 04 - Economic & Sustainable Dev**

**Program 040000 - Main**

**Account 52420 - Other Supplies**

53442 - Paragon Micro, INC

04-New Laptop for AD-SBD (NEW HIRE)

09/02/2022

1,679.99

Account **52420 - Other Supplies** Totals

Invoice 1

\$1,679.99

Transactions

**Account 53230 - Travel**

8137 - Jeffrey D Jackson

04-ACT Conf Travel Expense -Chicago-7/31-8/3/22

09/02/2022

1,372.59

Account **53230 - Travel** Totals

Invoice 1

\$1,372.59

Transactions

**Account 53910 - Dues and Subscriptions**

7082 - ICLEI-Local Governments for Sustainability USA INC

04: Annual ICLEI Membership 10/1/22 thru 9/30/23

09/02/2022

1,200.00

Account **53910 - Dues and Subscriptions** Totals

Invoice 1

\$1,200.00

Transactions



# Board of Public Works Claim Register

Invoice Date Range 08/20/22 - 09/02/22

**Account 53940 - Temporary Contractual Employee**

203 - INDIANA UNIVERSITY

04:-MCF Award for Isioma Nwayor Internship 09/02/2022 2,000.00

Account **53940 - Temporary Contractual Employee** Totals Invoice 1  
Transactions \$2,000.00

**Account 53960 - Grants**

458 - Bloomington Symphony Orchestra

04: BAC & BUEA 2022 Grant for BTN Symphony Orchestra 09/02/2022 1,200.00

6631 - Tony Brewer

04: BAC & BUEA 2022 Grant for Urban Deer Recording Co. 09/02/2022 1,000.00

8274 - William B Hatton

04-BGHIP Rebate - William Hatton 09/02/2022 1,000.00

8277 - Pruitt, Lance Robert

04- Rogers Family Farm - Grant for proposal and rendering 09/02/2022 500.00

Account **53960 - Grants** Totals Invoice 4  
Transactions \$3,700.00

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

6895 - Lucas Brown (Brownsmith Studios, LLC)

04: Trades Art Project - Architectural Services 09/02/2022 600.00

4549 - Kroger Limited Partnership I

04-Water and Ice for 4th St Garage Ribbon Ceremony 09/02/2022 31.45

Account **53970 - Mayor's Promotion of Business** Totals Invoice 2  
Transactions \$631.45

**Account 53990 - Other Services and Charges**

6515 - Green Camino, INC (Earthkeepers)

04: City Operations Composting (City Hall, ACC, CBU, Transit) 09/02/2022 390.00

13969 - AT&T Mobility II, LLC

06- cell phone chgs 7/12-8/11/22-Inv. 40.98  
287297421132X08192022

Account **53990 - Other Services and Charges** Totals Invoice 2  
Transactions \$430.98

Program **040000 - Main** Totals Invoice 12  
Transactions \$11,015.01

**Program 04RCVR - Recover Foward**

**Account 53910 - Dues and Subscriptions**

7980 - Right Click Solutions INC (RideAmigos)

04-TDM Software Platform (RideAmigos)-Ann Sub 12/31/21-12/30/22 09/02/2022 33,950.00

Account **53910 - Dues and Subscriptions** Totals Invoice 1  
Transactions \$33,950.00

**Account 53960 - Grants**

421 - Centerstone Of Indiana, INC

04: Brighton Btown DPW labor funding-July 2022 BC 2021-148 09/02/2022 13,970.55



# Board of Public Works Claim Register

Invoice Date Range 08/20/22 - 09/02/22

Account <b>53960 - Grants</b> Totals		Invoice 1	\$13,970.55
Program <b>04RCVR - Recover Forward</b> Totals		Transactions	
Department <b>04 - Economic &amp; Sustainable Dev</b> Totals		Invoice 2	\$47,920.55
		Transactions	
		Invoice 14	\$58,935.56
		Transactions	
Department <b>05 - Common Council</b>			
Program <b>050000 - Main</b>			
Account <b>53210 - Telephone</b>			
13969 - AT&T Mobility II, LLC	06- cell phone chgs 7/12-8/11/22-Inv. 287297421132X08192022		40.98
Account <b>53210 - Telephone</b> Totals		Invoice 1	\$40.98
Program <b>050000 - Main</b> Totals		Transactions	
Department <b>05 - Common Council</b> Totals		Invoice 1	\$40.98
		Transactions	
Department <b>06 - Controller's Office</b>			
Program <b>060000 - Main</b>			
Account <b>47060 - Refunds</b>			
5819 - Synchrony Bank	06-Two under desk keyboard trays	09/02/2022	94.00
5819 - Synchrony Bank	19 - Disposable N95 masks	09/02/2022	374.95
5819 - Synchrony Bank	19 - Disposable N95 masks	09/02/2022	689.90
Account <b>47060 - Refunds</b> Totals		Invoice 3	\$1,158.85
		Transactions	
Account <b>52420 - Other Supplies</b>			
6530 - Office Depot, INC	06-Batteries AA and AAA	09/02/2022	14.17
6792 - VARI Sales Corporation	06- Stand up desk for C. Gilliland	09/02/2022	472.50
Account <b>52420 - Other Supplies</b> Totals		Invoice 2	\$486.67
Program <b>060000 - Main</b> Totals		Transactions	
Department <b>06 - Controller's Office</b> Totals		Invoice 5	\$1,645.52
		Transactions	
		Invoice 5	\$1,645.52
		Transactions	
Department <b>07 - Engineering</b>			



Program **070000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC

07-Batteries, Scissors 09/02/2022 28.70

Account **52110 - Office Supplies** Totals Invoice 1 \$28.70  
Transactions

Account **52420 - Other Supplies**

5819 - Synchrony Bank

07-Insect Repellent -Sawyer 09/02/2022 71.94

Account **52420 - Other Supplies** Totals Invoice 1 \$71.94  
Transactions

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06- cell phone chgs 7/12-8/11/22-Inv. 347.00  
287297421132X08192022

Account **53210 - Telephone** Totals Invoice 1 \$347.00  
Transactions

Account **53990 - Other Services and Charges**

19618 - ONI Risk Partners, INC, DBA EPIC Insurance Midwest

07-Notary Public Surety Bond (Tammy Caswell) 09/02/2022 75.00

Account **53990 - Other Services and Charges** Totals Invoice 1 \$75.00  
Transactions

Account **54110 - Land Purchase**

8031 - Abell Properties, LLC

07-B-Line Trail Multi-Use Path-Parcel 18 09/02/2022 1,500.00

421 - Centerstone Of Indiana, INC

07-ROW-1st ST Reconstruction-#1900399-Parcel 6 09/02/2022 4,300.00

TJ Morton, LLC

07-ROW 1st ST Reconstruction-#1900399-Parcel 2 09/02/2022 7,450.00

8015 - Woodland Acres Properties LLC

07-ROW-B-Line Trail Multi-Use Path-Parcel 1 09/02/2022 16,490.00

Woodland Acres Properties, LLC

07 -ROW-B-Line Trail Multi-Use Path-Parcel 1 09/02/2022 500.00

Account **54110 - Land Purchase** Totals Invoice 5 \$30,240.00  
Transactions

Program **070000 - Main** Totals Invoice 9 \$30,762.64

Department **07 - Engineering** Totals Invoice 9 \$30,762.64  
Transactions

Department **09 - CFRD**

Program **090000 - Main**

# Board of Public Works Claim Register

Invoice Date Range 08/20/22 - 09/02/22



# Board of Public Works Claim Register

Invoice Date Range 08/20/22 - 09/02/22

**Account 52110 - Office Supplies**

6530 - Office Depot, INC	09- laminating pouches	09/02/2022	29.46
6530 - Office Depot, INC	09-Clorox Wipes	09/02/2022	10.69
Account <b>52110 - Office Supplies</b> Totals		Invoice 2 Transactions	\$40.15

**Account 53210 - Telephone**

13969 - AT&T Mobility II, LLC	06- cell phone chgs 7/12-8/11/22-Inv. 287297421132X08192022		122.94
Account <b>53210 - Telephone</b> Totals		Invoice 1 Transactions	\$122.94
Program <b>090000 - Main</b> Totals		Invoice 3 Transactions	\$163.09
Department <b>09 - CFRD</b> Totals		Invoice 3 Transactions	\$163.09

**Department 10 - Legal**

**Program 100000 - Main**

**Account 53120 - Special Legal Services**

19660 - Bose McKinney & Evans, LLP	10--Bloomington GO Bonds-inv date 6/1/22	09/02/2022	1,500.00
19660 - Bose McKinney & Evans, LLP	10- annexation remonstrance July 2022	09/02/2022	10,643.50
608 - Krieg Devault, LLP	10 KD legal services Governmental Affairs-July 2022	09/02/2022	2,500.00
Account <b>53120 - Special Legal Services</b> Totals		Invoice 3 Transactions	\$14,643.50

**Account 53160 - Instruction**

4652 - Indiana State Bar Association	10 seminar-2022 ULS Fall Seminar-C. Wheeler	09/02/2022	325.00
Account <b>53160 - Instruction</b> Totals		Invoice 1 Transactions	\$325.00

**Account 53320 - Advertising**

6891 - Gatehouse Media Indiana Holdings	10 summons Yearby case #7471367-6/30-7/14/22	09/02/2022	52.08
Account <b>53320 - Advertising</b> Totals		Invoice 1 Transactions	\$52.08

**Account 53990 - Other Services and Charges**

205 - City Of Bloomington	10 - Recording Fees 08.16.2022	09/02/2022	25.00
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205 - City Of Bloomington

# Board of Public Works Claim Register

Invoice Date Range 08/20/22 - 09/02/22

10 - petty cash for waiver on 8.19.22	09/02/2022	25.00
Account <b>53990 - Other Services and Charges</b> Totals	Invoice 2	<u>\$50.00</u>
Program <b>10000 - Main</b> Totals	Transactions Invoice 7	<u>\$15,070.58</u>
Department <b>10 - Legal</b> Totals	Transactions Invoice 7	<u>\$15,070.58</u>
	Transactions	

Department **11 - Mayor's Office**

Program **110000 - Main**

Account **52420 - Other Supplies**

7149 - Namify, LLC	11 -name badges	09/02/2022	.00
	Account <b>52420 - Other Supplies</b> Totals	Invoice 1	<u>\$0.00</u>
		Transactions	

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 7/12-8/11/22-Inv. 287287430216X08192022		114.45
	Account <b>53210 - Telephone</b> Totals	Invoice 1	<u>\$114.45</u>
		Transactions	

Account **53990 - Other Services and Charges**

7149 - Namify, LLC	11 -name badges	09/02/2022	39.82
53442 - Paragon Micro, INC	11 -data platform	09/02/2022	9.16
5819 - Synchrony Bank	11 -blue Screen covers for monitors	09/02/2022	125.98
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 3	<u>\$174.96</u>
	Program <b>110000 - Main</b> Totals	Transactions Invoice 5	<u>\$289.41</u>
	Department <b>11 - Mayor's Office</b> Totals	Transactions Invoice 5	<u>\$289.41</u>
		Transactions	

Department **12 - Human Resources**

Program **120000 - Main**

Account **52110 - Office Supplies**

651 - Engraving & Stamp Center, INC	12-Department Received Stamp	09/02/2022	89.27
	Account <b>52110 - Office Supplies</b> Totals	Invoice 1	<u>\$89.27</u>
		Transactions	



# Board of Public Works Claim Register

Invoice Date Range 08/20/22 - 09/02/22

**Account 53320 - Advertising**

6891 - Gatehouse Media Indiana Holdings	12-HT Job Ads -job postings-July 2022	09/02/2022	667.74
	Account <b>53320 - Advertising</b> Totals	Invoice 1	<u>\$667.74</u>
		Transactions	
	Program <b>120000 - Main</b> Totals	Invoice 2	<u>\$757.01</u>
		Transactions	
	Department <b>12 - Human Resources</b> Totals	Invoice 2	<u>\$757.01</u>
		Transactions	

**Department 13 - Planning**

**Program 130000 - Main**

**Account 52110 - Office Supplies**

6530 - Office Depot, INC	13 - Packing tape and pens	09/02/2022	35.77
6530 - Office Depot, INC	13 - (10) 7X4 Notebooks	09/02/2022	45.90
	Account <b>52110 - Office Supplies</b> Totals	Invoice 2	<u>\$81.67</u>
		Transactions	

**Account 52420 - Other Supplies**

6530 - Office Depot, INC	13 - Mouse Pad (Jennifer Burrell)	09/02/2022	14.45
	Account <b>52420 - Other Supplies</b> Totals	Invoice 1	<u>\$14.45</u>
		Transactions	

**Account 53210 - Telephone**

13969 - AT&T Mobility II, LLC	06- cell phone chgs 7/12-8/11/22-Inv. 287297421132X08192022		491.76
	Account <b>53210 - Telephone</b> Totals	Invoice 1	<u>\$491.76</u>
		Transactions	

**Account 53320 - Advertising**

6891 - Gatehouse Media Indiana Holdings	13-Legal Publication -(1) PC and (4) BZA-Appeals	09/02/2022	148.12
	Account <b>53320 - Advertising</b> Totals	Invoice 1	<u>\$148.12</u>
		Transactions	

**Account 53990 - Other Services and Charges**

4632 - Carmen Lillard,	13-Notary Renewal (stamp, criminal history check, license fee)	09/02/2022	120.24
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 1	<u>\$120.24</u>
		Transactions	
	Program <b>130000 - Main</b> Totals	Invoice 6	<u>\$856.24</u>
		Transactions	



# Board of Public Works Claim Register

Invoice Date Range 08/20/22 - 09/02/22

		Department <b>13 - Planning</b> Totals	Invoice 6 Transactions	\$856.24
<b>Department 19 - Facilities Maintenance</b>				
<b>Program 190000 - Main</b>				
<b>Account 52210 - Institutional Supplies</b>				
5819 - Synchrony Bank	19 - Ear plugs		09/02/2022	27.99
		Account <b>52210 - Institutional Supplies</b> Totals	Invoice 1 Transactions	\$27.99
<b>Account 52310 - Building Materials and Supplies</b>				
409 - Black Lumber Co. INC	19- misc hardware @ PW Facilities		09/02/2022	1.90
177 - Indiana Oxygen Company, INC	19-Oxygen Rental, Torch Supplies		09/02/2022	41.54
4574 - John Deere Financial (Rural King)	19-batteries, padlock, chain, utility knife for PW Facilities		09/02/2022	139.36
394 - Kleindorfer Hardware & Variety	19 -oil, gloves, garden hose, picture wire & hangers, caps.sprav		09/02/2022	149.93
394 - Kleindorfer Hardware & Variety	19-Pick sticks and weed killer for Facilities		09/02/2022	123.94
394 - Kleindorfer Hardware & Variety	19 - (2) 3M safety glasses		09/02/2022	6.58
		Account <b>52310 - Building Materials and Supplies</b> Totals	Invoice 6 Transactions	\$463.25
<b>Account 52340 - Other Repairs and Maintenance</b>				
293 - J&S Locksmith Shop, INC	19- 5 LB Pro Trimmer Line		09/02/2022	89.99
293 - J&S Locksmith Shop, INC	19 - 4 tooth grass blade, rider plate, washer		09/02/2022	35.37
		Account <b>52340 - Other Repairs and Maintenance</b> Totals	Invoice 2 Transactions	\$125.36
<b>Account 52420 - Other Supplies</b>				
5819 - Synchrony Bank	19 - Microphone mount for podium		09/02/2022	59.00
		Account <b>52420 - Other Supplies</b> Totals	Invoice 1 Transactions	\$59.00
<b>Account 52430 - Uniforms and Tools</b>				
19171 - Aramark Uniform & Career Apparel Group, INC	19- Uniforms for Facility Employees-8/11/22	BC 2009-52	09/02/2022	30.84
19171 - Aramark Uniform & Career Apparel Group, INC	19- Uniforms for Facility Employees-8/18/22	BC 2009-52	09/02/2022	30.84





# Board of Public Works Claim Register

Invoice Date Range 08/20/22 - 09/02/22

		Account <b>52430 - Uniforms and Tools</b> Totals	Invoice 2 Transactions	\$61.68
<b>Account 53210 - Telephone</b>				
13969 - AT&T Mobility II, LLC	06-cell phone chgs 7/12-8/11/22-Inv. 287289748780X08192022			167.04
		Account <b>53210 - Telephone</b> Totals	Invoice 1 Transactions	\$167.04
<b>Account 53610 - Building Repairs</b>				
321 - Harrell Fish, INC (HFI)	19-Quarterly Planned Maintenance @ City Hall-August 2022	BC 2021-111	09/02/2022	2,027.00
321 - Harrell Fish, INC (HFI)	19-Repair of Registers & Duct work in HAND Dept	BC 2021-111	09/02/2022	3,222.38
321 - Harrell Fish, INC (HFI)	19-City Hall-Several Water Source Heat Pumps Repair	BC 2021-111	09/02/2022	6,575.04
321 - Harrell Fish, INC (HFI)	19-Repair of Condensation Line Leak in ITS room	BC 2021-111	09/02/2022	2,060.68
7402 - Nature's Way, INC	19-Monthly Maintenance Billing-August 2022	BC 2021-141	09/02/2022	364.03
		Account <b>53610 - Building Repairs</b> Totals	Invoice 5 Transactions	\$14,249.13
		Program <b>190000 - Main</b> Totals	Invoice 18	\$15,153.45
		Department <b>19 - Facilities Maintenance</b> Totals	Invoice 18 Transactions	\$15,153.45
<b>Department 28 - ITS</b>				
<b>Program 280000 - Main</b>				
<b>Account 52110 - Office Supplies</b>				
6530 - Office Depot, INC	28 - Sharpie marker 6pk - multicolor		09/02/2022	7.55
6530 - Office Depot, INC	28 - Sharpie marker 4pk - silver		09/02/2022	4.37
6530 - Office Depot, INC	28 - City Hall copier paper - 30 boxes		09/02/2022	1,200.00
		Account <b>52110 - Office Supplies</b> Totals	Invoice 3 Transactions	\$1,211.92
<b>Account 52420 - Other Supplies</b>				
5819 - Synchrony Bank	28 -Two Logitech MX Palm Rests - server room		09/02/2022	39.98
		Account <b>52420 - Other Supplies</b> Totals	Invoice 1 Transactions	\$39.98
<b>Account 53170 - Mgt. Fee, Consultants, and Workshops</b>				



# Board of Public Works Claim Register

Invoice Date Range 08/20/22 - 09/02/22

5437 - Columbia Telecommunications Corporation	28-Addendum to Agreement-CTC-Staff Analyst-11/10/21	09/02/2022	162.50
5437 - Columbia Telecommunications Corporation	28-Addendum to Agreement-CTC-Staff/Senior Analyst/Dir-12/1/21	09/02/2022	1,837.50
5437 - Columbia Telecommunications Corporation	28-Addendum to Agreement-CTC-Director of Bus Consulting-12/28/21	09/02/2022	510.00
5437 - Columbia Telecommunications Corporation	28-Addendum to Agreement-CTC-Senior&Principal Eng, Dir-2/17/22	09/02/2022	2,322.50
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals		Invoice 4	\$4,832.50
		Transactions	
<b>Account 53210 - Telephone</b>			
1079 - AT&T	28-phone chares 6/20-7/19/22-#812 339-2261 261 1		6,429.07
1079 - AT&T	28-phone chares 5/20-6/19/22-#812 339-2261 261 1		6,314.69
13969 - AT&T Mobility II, LLC	06-cell phone chgs 7/12-8/11/22-Inv. 287289748780X08192022		618.56
13969 - AT&T Mobility II, LLC	06- cell phone chgs 7/12-8/11/22-Inv. 287297421132X08192022		78.48
Account <b>53210 - Telephone</b> Totals		Invoice 4	\$13,440.80
		Transactions	
<b>Account 53640 - Hardware and Software Maintenance</b>			
3989 - Ricoh USA, INC	28-Copier maintenance Main bill-7/17-8/16/22	09/02/2022	1,884.63
3989 - Ricoh USA, INC	28-Copier maintenance Secondary bill-7/17-8/16/22	09/02/2022	158.09
Account <b>53640 - Hardware and Software Maintenance</b> Totals		Invoice 2	\$2,042.72
		Transactions	
<b>Account 54420 - Purchase of Equipment</b>			
50972 - CDW, LLC	28 - Two OWL 3 Premium 360 units, two OWL expansion mics	09/02/2022	2,832.72
53442 - Paragon Micro, INC	28 - Logitech C920e webcam - ITS stock	09/02/2022	64.99
Account <b>54420 - Purchase of Equipment</b> Totals		Invoice 2	\$2,897.71
		Transactions	
Program <b>280000 - Main</b> Totals		Invoice 16	\$24,465.63
		Transactions	
Department <b>28 - ITS</b> Totals		Invoice 16	\$24,465.63
		Transactions	
Fund <b>101 - General Fund (S0101)</b> Totals		Invoice 130	\$162,095.29
		Transactions	
<b>Fund 176 - ARPA Local Fiscal Recvry (S9512)</b>			
<b>Department 04 - Economic &amp; Sustainable Dev</b>			



# Board of Public Works Claim Register

Invoice Date Range 08/20/22 - 09/02/22

**Program G21005 - ARPA COVID Local Fiscal Recovery**

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

7981 - Staples Marketing, LLC (Affirm)	04- Go Bloomington TDM Marketing Services	09/02/2022	8,313.00
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals		Invoice 1 Transactions	\$8,313.00

**Account 53960 - Grants**

8075 - IFF (IFF Real Estate Services LLC)	04-SEEL Program - Facility Energy Assessments	09/02/2022	802.52
421 - Centerstone Of Indiana, INC	04: Brighton Btown DPW labor funding-July 2022	BC 2022-057 09/02/2022	1,124.11
Account <b>53960 - Grants</b> Totals		Invoice 2 Transactions	\$1,926.63
Program <b>G21005 - ARPA COVID Local Fiscal Recovery</b> Totals		Invoice 3 Transactions	\$10,239.63
Department <b>04 - Economic &amp; Sustainable Dev</b> Totals		Invoice 3 Transactions	\$10,239.63

**Department 20 - Street**

**Program G21005 - ARPA COVID Local Fiscal Recovery**

**Account 52340 - Other Repairs and Maintenance**

603 - Traffic Control Corporation	20-Signal supplies (Abase & Ped inserts)	09/02/2022	5,110.00
Account <b>52340 - Other Repairs and Maintenance</b> Totals		Invoice 1 Transactions	\$5,110.00

**Account 54420 - Purchase of Equipment**

8236 - Kenn-Feld Group, LLC	20-John Deere 6110M Cab Tractor w/Tiger Bengal 50" Mower	09/02/2022	159,416.76
Account <b>54420 - Purchase of Equipment</b> Totals		Invoice 1 Transactions	\$159,416.76
Program <b>G21005 - ARPA COVID Local Fiscal Recovery</b> Totals		Invoice 2 Transactions	\$164,526.76
Department <b>20 - Street</b> Totals		Invoice 2 Transactions	\$164,526.76
Fund <b>176 - ARPA Local Fiscal Recvry (S9512)</b> Totals		Invoice 5 Transactions	\$174,766.39

**Fund 249 - Grants Non Approp**

**Department 04 - Economic & Sustainable Dev**

**Program G22008 - 2021 to 2024 Brownfield**



# Board of Public Works Claim Register

Invoice Date Range 08/20/22 - 09/02/22

**Account 53990 - Other Services and Charges**

4571 - BCA Environmental Consultants, LLC	04-2021/24 EPA Brownfield Grant/Eligib. Determin & Site Access-	09/02/2022	400.00
4571 - BCA Environmental Consultants, LLC	04-2021/24 EPA Brownfield Grant/Phase I-601 W 2nd St.	09/02/2022	1,376.00
4571 - BCA Environmental Consultants, LLC	04-2021/24 EPA Brownfield Grant/Phase I-Hopewell Hospital	09/02/2022	3,294.00
4571 - BCA Environmental Consultants, LLC	04-2021-2024 EPA Brownfield Grant/PH I-413 W 2nd Street	09/02/2022	1,178.00
4571 - BCA Environmental Consultants, LLC	04- 2021/24 EPA Brownfield Grant/Program Management	09/02/2022	640.00
4571 - BCA Environmental Consultants, LLC	04-2021/24 EPA Brownfield Grant/Environ site Assess-401 W 1st P1	09/02/2022	1,064.00
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 6	<u>\$7,952.00</u>
Program <b>G22008 - 2021 to 2024 Brownfield</b> Totals		Transactions	
		Invoice 6	<u>\$7,952.00</u>
Department <b>04 - Economic &amp; Sustainable Dev</b> Totals		Transactions	
		Invoice 6	<u>\$7,952.00</u>
Fund <b>249 - Grants Non Approp</b> Totals		Transactions	
		Invoice 6	<u>\$7,952.00</u>
		Transactions	

**Fund 312 - Community Services**

**Department 09 - CFRD**

**Program 090003 - Com Serv - Status of Women**

**Account 52420 - Other Supplies**

5819 - Synchrony Bank	09-Books for Women's Achievement Celebration	09/02/2022	24.48
Account <b>52420 - Other Supplies</b> Totals		Invoice 1	<u>\$24.48</u>
Program <b>090003 - Com Serv - Status of Women</b> Totals		Transactions	
		Invoice 1	<u>\$24.48</u>
		Transactions	

**Program 090016 - Com Serv - Safe & Civil**

**Account 52420 - Other Supplies**

7809 - Jeffrey Carson	09-Catering for Juneteenth Celebration-6/18/22	09/02/2022	3,500.00
Account <b>52420 - Other Supplies</b> Totals		Invoice 1	<u>\$3,500.00</u>
Program <b>090016 - Com Serv - Safe &amp; Civil</b> Totals		Transactions	
		Invoice 1	<u>\$3,500.00</u>
Department <b>09 - CFRD</b> Totals		Transactions	
		Invoice 2	<u>\$3,524.48</u>
		Transactions	



# Board of Public Works Claim Register

Invoice Date Range 08/20/22 - 09/02/22

		Fund <b>312 - Community Services</b> Totals	Invoice 2 Transactions	\$3,524.48
<b>Fund 401 - Non-Reverting Telecom (S1146)</b>				
Department <b>25 - Telecommunications</b>				
Program <b>254000 - Infrastructure</b>				
Account <b>54450 - Equipment</b>				
53442 - Paragon Micro, INC	25-CapR-1 each: laptops, docks, bags, keyboard/mice combos		09/02/2022	1,679.99
53442 - Paragon Micro, INC	25-CapR-10 each: laptops, docks, bags, keyboard/mice combos		09/02/2022	19,689.80
53442 - Paragon Micro, INC	25-CapR-10 each: laptops, docks, bags, keyboard/mice combos		09/02/2022	19,689.80
53442 - Paragon Micro, INC	25-Remainder for 10 laptops, 10 docks - CapR		09/02/2022	19,689.80
53442 - Paragon Micro, INC	25-CapR-90-Pro Slim Briefcase 15		09/02/2022	2,699.10
53442 - Paragon Micro, INC	25-CapR-10 each: laptops, docks, bags, keyboard/mice combos		09/02/2022	19,689.80
		Account <b>54450 - Equipment</b> Totals	Invoice 6 Transactions	\$83,138.29
		Program <b>254000 - Infrastructure</b> Totals	Invoice 6 Transactions	\$83,138.29
Program <b>256000 - Services</b>				
Account <b>53150 - Communications Contract</b>				
4170 - Comcast Cable Communications, INC	28-401 N Morton-business services-9/1-9/30/22		08/24/2022	203.40
4170 - Comcast Cable Communications, INC	28-3550 N Kinser Pike-business services 8/27-9/26/22			110.35
		Account <b>53150 - Communications Contract</b> Totals	Invoice 2 Transactions	\$313.75
		Program <b>256000 - Services</b> Totals	Invoice 2 Transactions	\$313.75
		Department <b>25 - Telecommunications</b> Totals	Invoice 8 Transactions	\$83,452.04
		Fund <b>401 - Non-Reverting Telecom (S1146)</b> Totals	Invoice 8 Transactions	\$83,452.04
<b>Fund 451 - Motor Vehicle Highway(S0708)</b>				
Department <b>20 - Street</b>				
Program <b>200000 - Main</b>				



# Board of Public Works Claim Register

Invoice Date Range 08/20/22 - 09/02/22

**Account 52110 - Office Supplies**

5819 - Synchrony Bank	20-hanging file folders for sign crew		09/02/2022	16.99
	Account <b>52110 - Office Supplies</b> Totals		Invoice 1	\$16.99
			Transactions	

**Account 52420 - Other Supplies**

409 - Black Lumber Co. INC	20-Combo Wrench 7/8", 2-pack super glue -8/11/2022		09/02/2022	15.78
409 - Black Lumber Co. INC	20-Oil Dry (6) 43lb for Street Crews-Hillside & Walnut		09/02/2022	77.94
394 - Kleindorfer Hardware & Variety	20-Sign Crews-2ea 7/32 allen bit & socket adapter		09/02/2022	11.37
480 - Proveli, LLC ( Hall Signs, INC)	20 - I69 sign replacements		09/02/2022	133.24
5819 - Synchrony Bank	20-Kairay Hitch Step Universals fits 2 in Hitch Receivers		09/02/2022	40.79
	Account <b>52420 - Other Supplies</b> Totals		Invoice 5	\$279.12
			Transactions	

**Account 53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 7/12-8/11/22-Inv. 287289748780X08192022			167.04
13969 - AT&T Mobility II, LLC	06- cell phone chgs 7/12-8/11/22-Inv. 287297421132X08192022			130.22
	Account <b>53210 - Telephone</b> Totals		Invoice 2	\$297.26
			Transactions	

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

19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-8/10/2022	BC 2009-52	09/02/2022	7.66
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-8/10/2022		09/02/2022	34.28
	Account <b>53920 - Laundry and Other Sanitation Services</b> Totals		Invoice 2	\$41.94
			Transactions	
	Program <b>200000 - Main</b> Totals		Invoice 10	\$635.31
			Transactions	
	Department <b>20 - Street</b> Totals		Invoice 10	\$635.31
			Transactions	
	Fund <b>451 - Motor Vehicle Highway(S0708)</b> Totals		Invoice 10	\$635.31
			Transactions	

**Fund 452 - Parking Facilities(S9502)**

**Department 26 - Parking**

**Program 260000 - Main**



# Board of Public Works Claim Register

Invoice Date Range 08/20/22 - 09/02/22

**Account 52340 - Other Repairs and Maintenance**

5099 - Office Three Sixty, INC

26-wall mount open shelf, storage cabinet, full HT ped f/f		09/02/2022	.93
Account <b>52340 - Other Repairs and Maintenance</b> Totals			Invoice 1 Transactions \$0.93

**Account 53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 7/12-8/11/22-Inv. 13.92  
287289748780X08192022

13969 - AT&T Mobility II, LLC

06- cell phone chgs 7/12-8/11/22-Inv. 122.94  
287297421132X08192022

Account <b>53210 - Telephone</b> Totals			Invoice 2 Transactions \$136.86
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**Account 53610 - Building Repairs**

6197 - CE Solutions, INC

26- Walnut Street Repair Project-service thru 7/15/22 BC 2021-102 09/02/2022 1,680.00

321 - Harrell Fish, INC (HFI)

26-work performed-bathroom heaters @ 4th Street Garage- BC 2021-116 09/02/2022 320.50  
3/30/22

321 - Harrell Fish, INC (HFI)

26-Annual Backflow Testing @ 4th Street Garage BC 2021-116 09/02/2022 175.00

321 - Harrell Fish, INC (HFI)

26- Repair 4th St. Garage HVAC-replace filter-6/17/22 BC 2021-111 09/02/2022 217.92

4474 - Ken's Westside Service & Towing, LLC

26-Move Vehicle from Morton to Trades for Repair 09/02/2022 75.00

393 - Kone INC

26-Annual Elevator Maint-Morton St Garage-8/1-10/31/21 BC 2021-23 09/02/2022 1,404.69

393 - Kone INC

26-Annual Elevator Maint-Morton St Garage 11/1/21-1/31/22 BC 2021-23 09/02/2022 1,404.69

393 - Kone INC

26-Remove Phone from elevator pit-Walnut St Garage BC 2022-20 09/02/2022 1,074.52

393 - Kone INC

26-Walnut St Garage-elevator door knocked off track BC 2022-20 09/02/2022 1,010.59

393 - Kone INC

26-Morton St Garage-machinery room not heated properly- BC 2022-20 09/02/2022 3,144.28  
11/15/21

392 - Koorsen Fire & Security, INC

26-Trades Garage-Fire Alarm Monitoring-8/1-10/31/22 BC 2022-16 09/02/2022 150.00

392 - Koorsen Fire & Security, INC

26-Morton St Garage-Fire Alarm Monitoring-8/1-10/31/22 BC 2022-16 09/02/2022 150.00

Account <b>53610 - Building Repairs</b> Totals			Invoice 12 Transactions \$10,807.19
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**Account 53990 - Other Services and Charges**

6330 - Marshall Security LLC

26- Contract for Patrol of Garages for July 2022 BC 2022-11 09/02/2022 3,968.00

Account <b>53990 - Other Services and Charges</b> Totals			Invoice 1 Transactions \$3,968.00
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# Board of Public Works Claim Register

Invoice Date Range 08/20/22 - 09/02/22

Program <b>260000 - Main</b> Totals	Invoice 16	\$14,912.98
	Transactions	
Department <b>26 - Parking</b> Totals	Invoice 16	\$14,912.98
	Transactions	
Fund <b>452 - Parking Facilities(S9502)</b> Totals	Invoice 16	\$14,912.98
	Transactions	

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

**Department 02 - Public Works**

**Program 020000 - Main**

**Account 43170.0002 - Residential Neighborhood Permits Zone # 2**

Corinna Repetto 26-Customer tried to purchase a permit, doesn't quality 09/02/2022 48.00

Account **43170.0002 - Residential Neighborhood Permits Zone # 2** Totals Invoice 1 \$48.00

Program **020000 - Main** Totals Invoice 1 \$48.00

Department **02 - Public Works** Totals Invoice 1 \$48.00

Transactions

**Department 07 - Engineering**

**Program 070000 - Main**

**Account 54310 - Improvements Other Than Building**

18844 - First Financial Bank, N.A. 07-Neighborhood Greenways PH 1-2/16-6/24/22-Escrow #1 BC 2021-157 09/02/2022 4,036.45

7627 - River Town Construction, LLC 07 -Neighborhood Greenways PH I-2/16-6/24/22-App 1 BC 2021-157 09/02/2022 76,692.55

Account **54310 - Improvements Other Than Building** Totals Invoice 2 \$80,729.00

Program **070000 - Main** Totals Invoice 2 \$80,729.00

Department **07 - Engineering** Totals Invoice 2 \$80,729.00

Transactions

**Department 13 - Planning**

**Program 130000 - Main**

**Account 54310 - Improvements Other Than Building**

7059 - Eagle Ridge Civil Engineering Services, LLC 07-Neighborhood Greenways-Inv date 8/5/22 BC 2020-106 09/02/2022 7,360.25

Account **54310 - Improvements Other Than Building** Totals Invoice 1 \$7,360.25

Transactions





# Board of Public Works Claim Register

Invoice Date Range 08/20/22 - 09/02/22

Department **26 - Parking**

Program **260000 - Main**

Account **52110 - Office Supplies**

5819 - Synchrony Bank

26-Paper towels for restroom at Parking Services 09/02/2022 38.25

5819 - Synchrony Bank

26-hand towels and plastic bags for Parking Services 09/02/2022 75.48

Account **52110 - Office Supplies** Totals Invoice 2 \$113.73  
Transactions

Account **52340 - Other Repairs and Maintenance**

409 - Black Lumber Co. INC

26-10 bags 80# Quikrete Concrete Gravel Mix 09/02/2022 36.95

Account **52340 - Other Repairs and Maintenance** Totals Invoice 1 \$36.95  
Transactions

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 7/12-8/11/22-Inv. 13.92  
287289748780X08192022

Account **53210 - Telephone** Totals Invoice 1 \$13.92  
Transactions

Account **53310 - Printing**

50680 - Biller Press & Manufacturing, INC

26-green parking ticket envelopes (7,000) 09/02/2022 525.54

5819 - Synchrony Bank

26-Colored paper for neighborhood permit flyers 09/02/2022 12.99

Account **53310 - Printing** Totals Invoice 2 \$538.53  
Transactions

Program **260000 - Main** Totals Invoice 6 \$703.13

Department **26 - Parking** Totals Invoice 6 \$703.13  
Transactions

Fund **454 - Alternative Transport(S6301)** Totals Invoice 10 \$88,840.38  
Transactions

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

Department **26 - Parking**

Program **260000 - Main**



# Board of Public Works Claim Register

Invoice Date Range 08/20/22 - 09/02/22

## Account 41020 - Permits

Bone Dry Roofing	26-Contractor finished job early-didn't need spaces	09/02/2022	120.00
Account <b>41020 - Permits</b> Totals		Invoice 1	\$120.00
		Transactions	

## Account 52110 - Office Supplies

3892 - Midwest Color Printing, INC	26-Business cards for Michelle Wahl	09/02/2022	61.94
5819 - Synchrony Bank	26-Paper towels for restroom at Parking Services	09/02/2022	38.25
5819 - Synchrony Bank	26-hand towels and plastic bags for Parking Services	09/02/2022	75.48
Account <b>52110 - Office Supplies</b> Totals		Invoice 3	\$175.67
		Transactions	

## Account 52340 - Other Repairs and Maintenance

409 - Black Lumber Co. INC	26-10 bags 80# Quikrete Concrete Gravel Mix	09/02/2022	36.95
Account <b>52340 - Other Repairs and Maintenance</b> Totals		Invoice 1	\$36.95
		Transactions	

## Account 52420 - Other Supplies

394 - Kleindorfer Hardware & Variety	26-misc parking supplies - 2 cans of WD-40, 1 pk of D batteries	09/02/2022	24.47
394 - Kleindorfer Hardware & Variety	26- 3 clorox wipes, 2pk of Terro Ant bait & Raid Ant/Roach sprav	09/02/2022	32.34
394 - Kleindorfer Hardware & Variety	26- mounting tape	09/02/2022	7.99
5099 - Office Three Sixty, INC	26-wall mount open shelf, storage cabinet, full HT ped f/f	09/02/2022	2,335.64
Account <b>52420 - Other Supplies</b> Totals		Invoice 4	\$2,400.44
		Transactions	

## Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	06-cell phone chgs 7/12-8/11/22-Inv. 287289748780X08192022		13.92
13969 - AT&T Mobility II, LLC	06- cell phone chgs 7/12-8/11/22-Inv. 287297421132X08192022		40.98
Account <b>53210 - Telephone</b> Totals		Invoice 2	\$54.90
		Transactions	

## Account 53310 - Printing

50680 - Biller Press & Manufacturing, INC	26-green parking ticket envelopes (7,000)	09/02/2022	525.54
53125 - Mr. Copy, INC	26-plastic squares for residential permit install	09/02/2022	452.70



# Board of Public Works Claim Register

Invoice Date Range 08/20/22 - 09/02/22

		Account <b>53310 - Printing</b> Totals	Invoice 2	\$978.24
			Transactions	
Account <b>53830 - Bank Charges</b>				
4264 - IPS Group, INC	26-transaction and card fees for July 2022		09/02/2022	13,348.92
		Account <b>53830 - Bank Charges</b> Totals	Invoice 1	\$13,348.92
			Transactions	
Account <b>53910 - Dues and Subscriptions</b>				
6940 - International Parking & Mobility Institute	26-Membership renewal for Michelle Wahl		09/02/2022	695.00
		Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice 1	\$695.00
			Transactions	
Account <b>53990 - Other Services and Charges</b>				
594 - Curry Auto Center, INC	26-damage to #241 by unknown source/person		09/02/2022	619.42
		Account <b>53990 - Other Services and Charges</b> Totals	Invoice 1	\$619.42
			Transactions	
		Program <b>260000 - Main</b> Totals	Invoice 16	\$18,429.54
			Transactions	
		Department <b>26 - Parking</b> Totals	Invoice 16	\$18,429.54
			Transactions	
		Fund <b>455 - Parking Meter Fund(S2141)</b> Totals	Invoice 16	\$18,429.54
			Transactions	
Fund <b>456 - MVH Restricted</b>				
Department <b>20 - Street</b>				
Program <b>200000 - Main</b>				
Account <b>52420 - Other Supplies</b>				
313 - Fastenal Company	20-safety supplies-gloves, safety glasses, towels-8/12/22		09/02/2022	169.43
		Account <b>52420 - Other Supplies</b> Totals	Invoice 1	\$169.43
			Transactions	
		Program <b>200000 - Main</b> Totals	Invoice 1	\$169.43
			Transactions	
		Department <b>20 - Street</b> Totals	Invoice 1	\$169.43
			Transactions	
		Fund <b>456 - MVH Restricted</b> Totals	Invoice 1	\$169.43
			Transactions	
Fund <b>600 - Cumulative Cap Imprv(CIG)(S2379)</b>				
Department <b>02 - Public Works</b>				



# Board of Public Works Claim Register

Invoice Date Range 08/20/22 - 09/02/22

Program **020000 - Main**

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

11243 - Core & Main, LP	20-24x24 Brick Red Detectable Tiles for ADA		09/02/2022	1,084.23
334 - Irving Materials, INC	20-2nd & Arbutus Ct-Concrete for sidewalks & ADA ramps	BC 2022-10	09/02/2022	800.00
334 - Irving Materials, INC	20-Queens Way & Montclair Class A Stone Ash-6 cy-8/9/22	BC 2022-10	09/02/2022	740.00
334 - Irving Materials, INC	20-1100 W 12th -Class A Stone Ash-3 cy-8/11/22	BC 2022-10	09/02/2022	630.00
334 - Irving Materials, INC	20-S Mitchell Street-Class A Stone Ash-4 cy-8/3/22	BC 2022-10	09/02/2022	500.00

Account <b>52330 - Street , Alley, and Sewer Material</b> Totals	Invoice 5	<u>\$3,754.23</u>
	Transactions	
Program <b>020000 - Main</b> Totals	Invoice 5	<u>\$3,754.23</u>
	Transactions	
Department <b>02 - Public Works</b> Totals	Invoice 5	<u>\$3,754.23</u>
	Transactions	
Fund <b>600 - Cumulative Cap Imprv(CIG)(S2379)</b> Totals	Invoice 5	<u>\$3,754.23</u>
	Transactions	

Fund **601 - Cumulative Capital Devlp(S2391)**

Department **02 - Public Works**

Program **020000 - Main**

Account **52420 - Other Supplies**

313 - Fastenal Company	20-Anchor cement for parking meter repairs-4 50lb		09/02/2022	297.44
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Account <b>52420 - Other Supplies</b> Totals	Invoice 1	<u>\$297.44</u>
	Transactions	
Program <b>020000 - Main</b> Totals	Invoice 1	<u>\$297.44</u>
	Transactions	
Department <b>02 - Public Works</b> Totals	Invoice 1	<u>\$297.44</u>
	Transactions	
Fund <b>601 - Cumulative Capital Devlp(S2391)</b> Totals	Invoice 1	<u>\$297.44</u>
	Transactions	

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

Department **16 - Sanitation**

Program **160000 - Main**

Account **52420 - Other Supplies**



# Board of Public Works Claim Register

Invoice Date Range 08/20/22 - 09/02/22

7225 - Arctic Glacier USA, INC	16 - (80) 5 lb Bags of Ice-8/15/22		09/02/2022	190.20
48 - Continental Research Corporation	16 - Truck & Garage cleaning supplies		09/02/2022	184.91
48 - Continental Research Corporation	16 - Cleaning products for trucks-Wowzser Plus		09/02/2022	307.78
793 - Indiana Safety Company, INC	16 - Employee gloves, Jersey, Blue palm & leather		09/02/2022	434.55
476 - Southern Indiana Parts, INC (Napa Auto Parts)	16 - 20 bags of Dri Oil		09/02/2022	209.80
Account <b>52420 - Other Supplies</b> Totals			Invoice 5 Transactions	\$1,327.24
<b>Account 53140 - Exterminator Services</b>				
51538 - Economy Termite & Pest Control, INC	16-Exterminator Services @ Sanitation-8/8/22	BC 2021-108	09/02/2022	125.00
Account <b>53140 - Exterminator Services</b> Totals			Invoice 1 Transactions	\$125.00
<b>Account 53210 - Telephone</b>				
13969 - AT&T Mobility II, LLC	06-cell phone chgs 7/12-8/11/22-Inv. 287289748780X08192022			41.76
13969 - AT&T Mobility II, LLC	06- cell phone chgs 7/12-8/11/22-Inv. 287297421132X08192022			419.36
Account <b>53210 - Telephone</b> Totals			Invoice 2 Transactions	\$461.12
<b>Account 53240 - Freight / Other</b>				
793 - Indiana Safety Company, INC	16 - Employee gloves, Jersey, Blue palm & leather		09/02/2022	38.15
Account <b>53240 - Freight / Other</b> Totals			Invoice 1 Transactions	\$38.15
<b>Account 53920 - Laundry and Other Sanitation Services</b>				
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-8/3/22	BC 2009-52	09/02/2022	4.94
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-8/3/22		09/02/2022	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-8/10/22	BC 2009-52	09/02/2022	4.94
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-8/10/22		09/02/2022	23.26
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals			Invoice 4 Transactions	\$56.40
<b>Account 53950 - Landfill</b>				
6515 - Green Camino, INC (Earthkeepers)	16 - 4 loads of Yard waste dumped in July 2022	BC 2022-21	09/02/2022	127.44



# Board of Public Works Claim Register

Invoice Date Range 08/20/22 - 09/02/22

52226 - Hoosier Transfer Station-3140	16-recycling fees-7/18 - 7/28/2022	09/02/2022	2,449.41
52226 - Hoosier Transfer Station-3140	16-trash disposal fees- 7/16 - 7/30/2022	09/02/2022	15,379.92
	Account <b>53950 - Landfill</b> Totals	Invoice 3	<u>\$17,956.77</u>
		Transactions	
<b>Account 53990 - Other Services and Charges</b>			
6378 - ANN-KRISS, LLC	16- Bathroom Remodel @ Sanitation-8/18/22-final payment	BC 2022-30 09/02/2022	4,000.00
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 1	<u>\$4,000.00</u>
		Transactions	
	Program <b>160000 - Main</b> Totals	Invoice 17	<u>\$23,964.68</u>
		Transactions	
	Department <b>16 - Sanitation</b> Totals	Invoice 17	<u>\$23,964.68</u>
		Transactions	
	Fund <b>730 - Solid Waste (S6401)</b> Totals	Invoice 17	<u>\$23,964.68</u>
		Transactions	
<b>Fund 800 - Risk Management(S0203)</b>			
<b>Department 10 - Legal</b>			
<b>Program 100000 - Main</b>			
<b>Account 52430 - Uniforms and Tools</b>			
1448 - Shoe Carnival, INC	10-safety shoes-Juers (13)-7/22/22	09/02/2022	89.98
1448 - Shoe Carnival, INC	10 -safety shoes-Meschter (1.5)-7/16/22	09/02/2022	100.00
	Account <b>52430 - Uniforms and Tools</b> Totals	Invoice 2	<u>\$189.98</u>
		Transactions	
<b>Account 53130 - Medical</b>			
7430 - Timothy W Vaught	10-reimb for CDL physical-6/6/2022	09/02/2022	100.00
	Account <b>53130 - Medical</b> Totals	Invoice 1	<u>\$100.00</u>
		Transactions	
<b>Account 53420 - Worker's Comp &amp; Risk</b>			
7792 - ONB Benefit Administration LLC (JWF Specialty)	10 Worker's Comp Payment 8.4.22-8.10.22	08/23/2022	1,468.20
	Account <b>53420 - Worker's Comp &amp; Risk</b> Totals	Invoice 1	<u>\$1,468.20</u>
		Transactions	
	Program <b>100000 - Main</b> Totals	Invoice 4	<u>\$1,758.18</u>
		Transactions	
	Department <b>10 - Legal</b> Totals	Invoice 4	<u>\$1,758.18</u>
		Transactions	



# Board of Public Works Claim Register

Invoice Date Range 08/20/22 - 09/02/22

		Fund <b>800 - Risk Management(S0203)</b> Totals	Invoice 4 Transactions	\$1,758.18
<b>Fund 801 - Health Insurance Trust</b>				
Department <b>12 - Human Resources</b>				
Program <b>120000 - Main</b>				
Account <b>53990 - Other Services and Charges</b>				
18539 - Life Insurance Company Of North America	12-August 2022, Bill Ref # 103094_08012022		09/02/2022	4,061.30
		Account <b>53990 - Other Services and Charges</b> Totals	Invoice 1 Transactions	\$4,061.30
Account <b>53990.1201 - Other Services and Charges Health Insurance</b>				
17785 - The Howard E. Nyhart Company, INC	12-August 2022 Wellness Reimbursements \$1663.92		08/23/2022	1,663.92
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$307.56		08/24/2022	307.56
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$307.56-8/25/2022		08/25/2022	307.56
		Account <b>53990.1201 - Other Services and Charges Health Insurance</b> Totals	Invoice 3 Transactions	\$2,279.04
Account <b>53990.1278 - Other Services and Charges Disability LTD</b>				
18539 - Life Insurance Company Of North America	12-August 2022, Bill Ref # 103094_08012022		09/02/2022	8,929.12
		Account <b>53990.1278 - Other Services and Charges Disability LTD</b> Totals	Invoice 1 Transactions	\$8,929.12
		Program <b>120000 - Main</b> Totals	Invoice 5 Transactions	\$15,269.46
		Department <b>12 - Human Resources</b> Totals	Invoice 5 Transactions	\$15,269.46
		Fund <b>801 - Health Insurance Trust</b> Totals	Invoice 5 Transactions	\$15,269.46
<b>Fund 802 - Fleet Maintenance(S9500)</b>				
Department <b>17 - Fleet Maintenance</b>				
Program <b>170000 - Main</b>				
Account <b>52230 - Garage and Motor Supplies</b>				
409 - Black Lumber Co. INC	17 - 24" structo-cast level for shop		09/02/2022	8.99
11672 - Jack Doheny Companies, INC	17- Black D-glass door		09/02/2022	2,499.18



# Board of Public Works Claim Register

Invoice Date Range 08/20/22 - 09/02/22

394 - Kleindorfer Hardware & Variety	17 - shop supplies -(1) 1 1/2"x1 1/2"x8 piece of Angel Aluminum		09/02/2022	41.49
4548 - Midwest Motor Supply (Kimball Midwest)	17- brake cleaner		09/02/2022	1,380.00
4693 - Monroe County Tire & Supply, INC	17 - (4) Firestone 225/70R15 Destination tires		09/02/2022	436.00
4693 - Monroe County Tire & Supply, INC	17 - ST225/75R15 UN203 10Ply tire for stock		09/02/2022	115.25
4693 - Monroe County Tire & Supply, INC	17 - 235/70R17 General Grabber HTS60 XL Owl tire		09/02/2022	180.25
4693 - Monroe County Tire & Supply, INC	17 -(2) ST225/75R15 tires		09/02/2022	230.50
4693 - Monroe County Tire & Supply, INC	17 -(2) Lt245/75R17 Goodyear Wrangler tires for various vehicles		09/02/2022	333.36
4693 - Monroe County Tire & Supply, INC	17 -(4) P215/55R16 F'stone Firehawk tires		09/02/2022	381.04
4693 - Monroe County Tire & Supply, INC	17 -(4) 10-16.5 Titan HD2000 8 Ply tires for various vehicles		09/02/2022	941.00
<b>Account 52230 - Garage and Motor Supplies Totals</b>			Invoice 11 Transactions	\$6,547.06
<b>Account 52240 - Fuel and Oil</b>				
7854 - Premier AG CO-OP, INC (Premier Energy)	17-fuel-B5 PDX4 Clear on Road (7,245 gallons)-8/11/22	BC 2021-84D	09/02/2022	30,410.16
7854 - Premier AG CO-OP, INC (Premier Energy)	17 - unleaded fuel-7,926 gallons-8/3/22	BC 2021-84D	09/02/2022	29,041.66
7854 - Premier AG CO-OP, INC (Premier Energy)	17 - unleaded fuel-7,414 gallons-8/10/22	BC 2021-84D	09/02/2022	26,849.06
<b>Account 52240 - Fuel and Oil Totals</b>			Invoice 3 Transactions	\$86,300.88
<b>Account 52320 - Motor Vehicle Repair</b>				
4150 - Alexander's LLC	17 - #775 bearings, seals and spindles		09/02/2022	329.20
4135 - Andy Mohr Truck Center	17 - credit for returned parts		09/02/2022	(303.44)
4135 - Andy Mohr Truck Center	17 - #959 motor		09/02/2022	596.37
4135 - Andy Mohr Truck Center	17- Filter for #960		09/02/2022	137.93
1107 - Best Equipment Company, INC	17- #488 oil sender		09/02/2022	79.09
1107 - Best Equipment Company, INC	17-#467 Rod Bracket & Bracket plate		09/02/2022	120.01
244 - Bloomington Ford, INC	17 - #690 OSL repairs for turbo and front end		09/02/2022	8,483.67
244 - Bloomington Ford, INC	17 - tail gate handle		09/02/2022	21.86





# Board of Public Works Claim Register

Invoice Date Range 08/20/22 - 09/02/22

244 - Bloomington Ford, INC	17-spark plug and gasket	09/02/2022	45.04
244 - Bloomington Ford, INC	17 - Door moulding	09/02/2022	60.22
244 - Bloomington Ford, INC	17 - Ford Window shield pillar trim	09/02/2022	102.86
244 - Bloomington Ford, INC	17 - Ford gaskets	09/02/2022	112.88
244 - Bloomington Ford, INC	17- door lock module	09/02/2022	262.50
244 - Bloomington Ford, INC	17- Ford Brake Rotor Assembly	09/02/2022	232.24
244 - Bloomington Ford, INC	17 - Tube assembly and Gasket	09/02/2022	446.25
244 - Bloomington Ford, INC	17- Ford Skid plate, Electric fuel pump, gasket	09/02/2022	1,181.08
244 - Bloomington Ford, INC	17-RTDKEY key	09/02/2022	10.00
5792 - Clark Truck Equipment Co., INC	17 - #741 tail gate kit	09/02/2022	1,425.00
594 - Curry Auto Center, INC	17- GM parts - Air conditioning hose	09/02/2022	102.90
4992 - Fleetpride, INC	17 - #960 wheel hub	09/02/2022	534.21
455 - Industrial Service & Supply, INC	17-hydraulic fittings - MORFS-FORFS 90 deg	09/02/2022	12.71
796 - Interstate Battery System of Bloomington, INC	17 -MT-40R battery for vehicles and equipment	09/02/2022	97.47
796 - Interstate Battery System of Bloomington, INC	17 - misc batteries for vehicles and equipment	09/02/2022	1,602.95
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17 - stock valve and sensor	09/02/2022	887.29
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17 - core return credit	09/02/2022	(112.50)
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17 - core return credit	09/02/2022	(120.00)
53385 - O'Reilly Automotive Stores, INC	17- (2) wheel seals	09/02/2022	21.88
53385 - O'Reilly Automotive Stores, INC	17- Cabin & Air filters for Chevrolet Equinox	09/02/2022	25.80
337 - Stansifer Radio Co, INC	17 - #948 Waldom Switch	09/02/2022	5.48
54351 - Sternberg, INC	17-nuts	09/02/2022	44.85
582 - Town & Country Chrysler Dodge Jeep, INC	17 - Windshield washer Hose and Nozzle	09/02/2022	49.73
582 - Town & Country Chrysler Dodge Jeep, INC	17- Cooler: condenser assembly	09/02/2022	467.50



# Board of Public Works Claim Register

Invoice Date Range 08/20/22 - 09/02/22

582 - Town & Country Chrysler Dodge Jeep, INC	17- Power steering pump and deposit		09/02/2022	1,444.00
582 - Town & Country Chrysler Dodge Jeep, INC	17 -Engine Cooler Radiator Chrysler parts for stock		09/02/2022	486.20
582 - Town & Country Chrysler Dodge Jeep, INC	17- checked electrical problem in Dodge Charger		09/02/2022	125.00
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - Brake pad assembly auto parts		09/02/2022	89.48
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - Tire press IND Sensor Assembly auto parts		09/02/2022	51.93
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 -Tire Press sensor assembly auto parts		09/02/2022	82.84
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 -Brake pad assembly auto parts		09/02/2022	89.48
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - Brake lining kit - auto parts		09/02/2022	189.72
<b>Account 52320 - Motor Vehicle Repair Totals</b>			Invoice 40 Transactions	\$19,521.68
<b>Account 52420 - Other Supplies</b>				
48 - Continental Research Corporation	17 - scorch guard		09/02/2022	291.87
177 - Indiana Oxygen Company, INC	17 - spl. mild steel for torch welder and etc		09/02/2022	42.90
177 - Indiana Oxygen Company, INC	17 - 2-compressed oxygens for torch welder and etc		09/02/2022	54.00
177 - Indiana Oxygen Company, INC	17 -gases for torches		09/02/2022	238.26
6759 - Interclean Equipment, LLC	17 - car wash soap - Low Foam 55 gal		09/02/2022	4,236.76
6770 - Noregon Systems, INC	17 - allison software Subscription renewal		09/02/2022	450.00
6216 - Terminal Supply, INC	17 - liquid tight break, drill bit, brush		09/02/2022	136.66
<b>Account 52420 - Other Supplies Totals</b>			Invoice 7 Transactions	\$5,450.45
<b>Account 53140 - Exterminator Services</b>				
51538 - Economy Termite & Pest Control, INC	17- Exterminator Service @ Fleet- 8/16/2022	BC 2021-108	09/02/2022	95.00
<b>Account 53140 - Exterminator Services Totals</b>			Invoice 1 Transactions	\$95.00
<b>Account 53210 - Telephone</b>				
13969 - AT&T Mobility II, LLC	06-cell phone chgs 7/12-8/11/22-Inv. 287289748780X08192022			41.76
<b>Account 53210 - Telephone Totals</b>			Invoice 1 Transactions	\$41.76



# Board of Public Works Claim Register

Invoice Date Range 08/20/22 - 09/02/22

**Account 53610 - Building Repairs**

392 - Koorsen Fire & Security, INC	19-Fleet Maint-Quarterly Commercial Base Monitoring-8/1-10/31/22	BC 2022-16	09/02/2022	91.27
21104 - Cummins Crosspoint, LLC	17 - Generator repair-remove/replace alternator end-4/26/22		09/02/2022	19,774.34

Account <b>53610 - Building Repairs</b> Totals	Invoice 2 Transactions	\$19,865.61
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**Account 53620 - Motor Repairs**

4474 - Ken's Westside Service & Towing, LLC	17 - towing services - Unit #775-8/16/22		09/02/2022	95.00
4474 - Ken's Westside Service & Towing, LLC	17 - towing services - street sweeper-8/8/22		09/02/2022	450.00

Account <b>53620 - Motor Repairs</b> Totals	Invoice 2 Transactions	\$545.00
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**Account 53920 - Laundry and Other Sanitation Services**

19171 - Aramark Uniform & Career Apparel Group, INC	17 - mat and towel rentals-8/3/22		09/02/2022	77.36
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals -8/3/22	BC 2009-52	09/02/2022	20.51
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals-8/10/22	BC 2009-52	09/02/2022	20.51
19171 - Aramark Uniform & Career Apparel Group, INC	17 - mat rentals and shop towels-8/17/22		09/02/2022	77.36
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals-8/17/22	BC 2009-52	09/02/2022	20.51

Account <b>53920 - Laundry and Other Sanitation Services</b> Totals	Invoice 5 Transactions	\$216.25
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Program <b>170000 - Main</b> Totals	Invoice 72	\$138,583.69
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Department <b>17 - Fleet Maintenance</b> Totals	Invoice 72	\$138,583.69
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Fund <b>802 - Fleet Maintenance(\$9500)</b> Totals	Invoice 72 Transactions	\$138,583.69
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**Fund 804 - Insurance Voluntary Trust**

**Department 12 - Human Resources**

**Program 120000 - Main**

**Account 53990.1271 - Other Services and Charges Section 125 - URM- City**

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		08/22/2022	1,416.66
17785 - The Howard E. Nyhart Company, INC	12-City URM		08/22/2022	10.00





# Board of Public Works Claim Register

Invoice Date Range 08/20/22 - 09/02/22

Account **54310 - Improvements Other Than Building**

3515 - Dentons Bingham Greenebaum LLP

07-Duke Energy Relocation, Jackson Crk Trail PH II-serv June2022	09/02/2022	8,085.00
Account <b>54310 - Improvements Other Than Building</b> Totals	Invoice 1	<u>\$8,085.00</u>
	Transactions	
Program <b>06016C - 2016 C Jackson Trail</b> Totals	Invoice 1	<u>\$8,085.00</u>
	Transactions	
Department <b>06 - Controller's Office</b> Totals	Invoice 1	<u>\$8,085.00</u>
	Transactions	
Fund <b>978 - City 2016 GO Bond Proceeds</b> Totals	Invoice 1	<u>\$8,085.00</u>
	Transactions	
Grand Totals	Invoice 320	<u><u>\$798,281.03</u></u>
	Transactions	

**REGISTER OF 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>
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<b>09/02/22</b>	<b>Claims</b>				<b>\$798,281.03</b>
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**\$798,281.03**

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of **\$798,281.03**

**Dated this \_\_\_\_\_ day of \_\_\_\_\_ year of 20\_\_\_\_\_.**

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

\_\_\_\_\_  
 Jennifer Lloyd, Vice President

\_\_\_\_\_  
 Elizabeth Karon, Secretary

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

Fiscal Office \_\_\_\_\_