

Board of Public Works Meeting

February 10, 2025



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 rather than in person

The City is committed to providing equal access to information. However, despite our efforts, at times, portions of our board and commission packets are not accessible for some individuals. If you encounter difficulties accessing material in this packet, please contact April Rosenberger at april.rosenberger@bloomington.in.gov and provide your name, contact information, and a link to or description of the document or web page you are having problems with.



Board of Public Works Staff Report

Project/Event: Kirkwood Conversion Program Guidelines 2025
Staff Representative: Chaz Mottinger of ESD
Petitioner/Representative: Chaz Mottinger of ESD
Date: February 10, 2025

Report: The City of Bloomington Department of Economic & Sustainable Development is requesting approval of the 2025 Kirkwood Conversion Program guidelines that pertains to Ordinance 2025-02 that City Council passed into law on January 22, 2025. These guidelines outline the implementation logistics required to have a safe and cohesive Kirkwood conversion program for the 2025 extended outdoor dining season. This is in addition to the previously passed Parklet Program guideline resolution passed by BPW on January 14, 2025.

RESOLUTION 2025-05

A Resolution Establishing Guidelines for and Approving the Kirkwood Conversion as part of the Outdoor Dining Program in the Downtown Corridor

- WHEREAS, on June 8, 2020, the Board of Public Works (“Board”) passed Resolution 2020-28 that allowed for the temporary closure of Kirkwood Avenue and authorized an alternative procedure for sidewalk seating and merchandise encroachments known as the Outdoor Dining Program (“Program”); and
- WHEREAS, the Program made it possible to assist local restaurants by extending the outdoor seating area into parklets, also known as streateries; and
- WHEREAS, the Board extended the Program and authorization on June 9, 2021 and again on December 21, 2021; and
- WHEREAS, on January 14, 2025, the Board passed Resolution 2025-02 that established guidelines and re-approved the Program with respect to extending the outdoor seating area into parklets; and
- WHEREAS, on January 22, 2025, City Council passed Ordinance 2025-02 that established the Program in the Downtown Corridor. The Ordinance approved the Program and the Guidelines as established by the Board. The Ordinance also approved the Kirkwood conversion from 100 E. block through 500 E. block to operate each year pursuant to the Program Guidelines; and
- WHEREAS, the Program continues to add vibrancy to our downtown and to the health and use of our downtown business community; and
- WHEREAS, the Program seeks to provide long-term certainty to businesses, residents, and visitors regarding parklets and the Kirkwood conversion, allowing them to plan, adapt and invest with confidence; and
- WHEREAS, the Program promotes Kirkwood Avenue as a premier destination for commerce, pedestrians, civic engagement, and community life, fostering economic vitality and social interaction; and
- WHEREAS, pursuant to Chapter 12.06 of the Bloomington Municipal Code (“BMC”), the Board has authority to grant final approval of all sidewalk seating and merchandising encroachment applications; and
- WHEREAS, pursuant to Chapter 12.04 of the BMC, the Board has authority to grant permission for gathering of people that may block the use of the streets or sidewalks.

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

THE CITY OF BLOOMINGTON, INDIANA:

- Section 1. Beginning on April 4, 2025, for the limited purpose of those areas in the downtown corridor where the City will be implementing the Program, the City's right-of-way application and other rules related to use of the right-of-way are modified as described by City Council Ordinance 2025-02. The specific guidelines for the Program are outlined in Exhibits A, B and C to this Resolution.
- Section 2. Staff at the Economic and Sustainable Development Department are authorized to receive and give final approval to an application submitted by a Kirkwood merchant for additional Kirkwood seating from early February, 2025, through March 3, 2025, provided that the submitted application(s) meets all requirements as modified by this resolution and by the attached Program guidelines, and by City Council Ordinance 25-02. No additional approval from this Board will be required.
- Section 3. Ordinance 2025-02 mandates that the Program will operate unless earlier terminated in cases of emergency, lack of participation or any other reason that might render the Program impractical. However, the Program guidelines will be reviewed and approved by the Board annually.

PASSED AND ADOPTED by the Board of Public Works of the City of Bloomington, Monroe County, Indiana, upon this 10th day of February, 2025.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

Exhibit A: 2025 Kirkwood Conversion Dining Program Guidelines

Timeline

- Materials due to Council: Dec. 30, 2024
- Council - first reading: Jan. 8, 2025
- Board of Public Works approval of [parklet] guidelines Jan. 14, 2025
- Council vote on new ordinance: Jan. 22, 2025
- Board of Public Works approval of [Kirkwood] guidelines Feb 10, 2025
- Applications available to businesses: Mid-Feb. 2025
- Deadline for submitting applications: Mar. 3, 2025
- Final staff determination of the number and location of parklets: Mar. 10, 2025
- Implementation of program (*weather permitting*): Mar. 31–Apr. 3, 2025
- Season officially begins: Apr. 4, 2025
- End of seasonal outdoor dining program: Nov. 10, 2025

Costs

- Kirkwood conversion outdoor dining cost:
 - For businesses with a capacity of under 20, the cost will be \$500 for utilization of the extended outdoor space on Kirkwood during the 2025 season.
 - For businesses with a capacity between 20 and 100, the cost will be \$1,250 for utilization of the extended outdoor space on Kirkwood during the 2025 season.
 - For businesses with a capacity 100 and above, the cost will be \$3,500 for utilization of the extended outdoor space on Kirkwood during the 2025 season.
 - All fees are due in full by March 28, 2025.
- Businesses are responsible for any direct costs associated with utilizing expanded outdoor dining space.
- Each participating business must submit a certificate of insurance to the Economic and Sustainable Development Department establishing proof of a comprehensive general liability policy naming the City of Bloomington as additional insured to the extent of at least \$500,000 bodily injury and \$100,000 property damage, which shall be in effect during the term of this authorization.

Eligibility

- Eligibility is limited to establishments on Kirkwood Avenue from Indiana Avenue (500 block) to Walnut Street (100 block).
 - Each block from Indiana Avenue to Walnut Street will be fully closed during the program season except for the eastern half of the block from Washington Street

to Walnut Street (100 block) will be open to traffic during the first part of the season for additional study.

- City staff will review the proposed spaces' street locations to ensure they are suitable for the program.
 - Eligible businesses must complete the application and payment process as outlined in this memo.
 - Eligibility is limited to any business or organization located in the participating blocks of Kirkwood Ave. This program is focused on, but not limited to, food service establishments.
 - All participating businesses must agree to cease alcohol sales on Kirkwood by midnight.
 - Other retailers will have the ability to participate in pop-up events via coordination with the City of Bloomington Economic and Sustainable Development department.
- Application process:
 - Application form will go live on the City's webpage in February 2025.
 - Applications are due by March 3, 2025. Businesses may submit applications in advance of the deadline.
 - A detailed site plan drawn to scale shall be submitted with the application. This site shall indicate the location of any ramps and seating installed in the parklet as well as any street furniture/trees. Measurements should be included to show conformance with Exhibit B.
 - Fees are payable via grant application site by March 28, 2025.
- Implementation:
 - The participating businesses will work with City staff to install and remove bollards at the beginning and end of the 2025 season. Implementation will be coordinated by City staff.
 - City staff will temporarily reconvert the participating blocks of Kirkwood Ave. during the 2025 season. No permanent physical changes will be made to the streetscape.
 - All cross streets will remain open.
 - A fire lane will be left in the middle of the street as necessary, as determined by the Bloomington Fire Department.
 - Where the street is closed with a contiguous barrier (i.e. orange jersey barriers as opposed to bollards), there will be a bike lane so that bikes and scooters may retain a path despite Kirkwood being a dismount zone.
 - City staff will review the quantity and location of ADA parking spaces in the downtown area and will determine whether additional ADA spaces are needed.
 - Areas not occupied by businesses or the fire lane will have opportunities for event programming, such as live music, mural and plein air painting,

performances, festivals or markets. The nature and timing of this programming will be determined by City staff, in partnership with community stakeholders.

- If the weather in March/April 2025, is not conducive to outdoor dining, City staff may exercise discretion on the exact dates the bollards are installed.
- If a space is removed, either by request of the business or by determination of City staff, it may not be reinstalled in the same calendar year. Any fees paid by the business will not be refunded.

- Requirements for participating businesses:

- Participating businesses are required to provide their own furniture, decorations, etc.
- Participating businesses are required to invest in the beautification of street spaces through decor that meets safety standards (see Exhibit C).
- Participating businesses must meet all requirements for their extended outdoor seating, including the Americans with Disabilities Act (ADA), PROWAG, Indiana Alcohol Tobacco Commission (ATC), Monroe County Health Department, safety, and insurance requirements.
- Participating businesses must meet ADA/Accessibility requirements as stated in Exhibit B. All businesses utilizing the extended outdoor space on Kirkwood will be required to have a temporary PROWAG-compliant ramp from the sidewalk into the section of the street they are utilizing.
- Tents and heaters are not allowed for use in the Outdoor Dining Program.
- Participating businesses must comply with Indiana Fire Code regulations.
- Businesses must remove all seating, furniture, decorations, and any other property from the parklet before the end of the program on November 10, 2025, when the parklet setups are set to come down or face fines in accordance with Title 12 of the Bloomington Municipal Code.

Exhibit B: ADA/Accessibility Requirements

Expanded outdoor street spaces must conform to the Americans with Disabilities Act (ADA) guidelines and Public Right-of-Way Accessibility Guidelines (PROWAG), or have adjacent outdoor seating options which conform to the ADA and PROWAG (if applicable). It is the responsibility of the applicant to design and implement their seating to be compliant. Below are guidelines that will help design your space to be compliant with the ADA, PROWAG, and the City of Bloomington's standards. The guidelines below are not expected to cover all contingencies, but rather to provide basic information that participants must adhere to.

Ramps for Curb Access

- All participating businesses shall have a ramp which provides access directly from the business to the seating area.
 - The ramp shall be placed in a manner that provides a clear, straight pathway, no less than 54 inches, leading from the entrance of the building to the seating area
- Slope: The maximum slope allowed is 1:12 (8.3%). This means that for every 12 inches in length there will be a 1 inch of rise (or less).
- Width: The width of a ramp shall be no less than 48 inches wide.
- Landings: The landing clear width shall be at least as wide as the ramp. The landing clear length shall be a minimum of 48 inches long. Ramps that change direction at the landing shall have a clear space a minimum of 48 x 48 inches.
- Further information can be found in the PROWAG:
 - Section R304 Curb Ramps and Blended Transitions
 - Section R407 Ramps

Accessible Seating

- While it is encouraged that all seating be wheelchair accessible, it shall be required that a minimum of at least 1 seat for every 25 to remain accessible. Seating can be made accessible by following the guidelines below:
- If only one accessible table is provided, it shall be placed closest to the accessible route into the space.
- Table Height: The table shall be 28-34 inches from the ground to the underside of the table.
- Knee Space: There shall be at least 27 inches of vertical knee space from the underside of the table, and at least 30 inches wide.
- Clearance: There shall be a clear floor space of at least 30 by 48 inches around the accessible seating.
- Availability: Accessible seating shall be available without necessitating the moving/removal of furniture.
- Further information can be found in the 2010 ADA Standards for Accessible Design:
 - Section 221 Assembly Areas

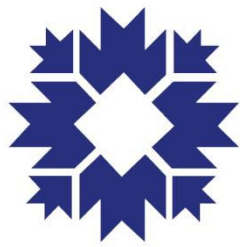
- Section 306 Knee and Toe Clearance
- Section 902 Dining Surfaces and Work Surfaces
- Further information can be found in the PROWAG:
- Section R405 Knee and Toe Clearance

Exhibit C: Beautification Guidelines

Several options are available to outdoor dining program participants for beautification. Examples of parklet + block beautification may include, but are not limited to, the adornment of art, accessibility alterations, or cosmetic improvements, all per guidelines listed in this “Exhibit C: Beautification Guidelines.” Given the potential costs for professional parklet beautification, employing cost-friendly and easy-to-implement solutions is crucial, as businesses will bear the costs.

Beautification Options:

- Additional seating platforms
 - Outside of their uses associated with outdoor dining, spaces installations may include wooden or metal benches, platforms, ramps, or additional forms of seating to compensate for increased customer capacity and general community interactions.
- Adornment of art
 - Program participants are encouraged to use a variety of art sources to beautify spaces.
 - E.g., collaboration with local artists and the utilization of murals
 - Private art installations within the public right of way have to be approved by the Board of Public Works through a special event application and comply with the City’s policy and procedures on private art installations
- Space greenery
- Additional lighting
 - Please review the Bloomington Municipal Code section 20.04.090 for compliance.
- Further cosmetic and logistical improvements
 - More options for cosmetic improvements include the use of budget-friendly space dividers, outdoor rugs/flooring, temporary installations of menu/special boards, spaces dedicated for bike parking, and the inclusion of interactive features.
- Businesses should work with City staff to determine appropriate beautification options for the spaces. No permanent physical changes can be made to the streetscape.



CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

Project/Event:	Mobile Vendor in Right of Way
PW Resolution No:	2025-007
Petitioner/Representative:	Taneisha Henline, Owner of Top Shotta Jerk Chicken LLC
Staff Representative:	Susan Coates
Meeting Date:	02/10/2024

Top Shotta Jerk Chicken LLC, by its owner, Taneisha Henline, has applied for a Mobile Vendor License to operate a food truck/trailer. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will be selling food via a mobile kitchen, food truck or trailer.

This application is for 1 year.

Staff is supportive of the request.

RESOLUTION 2025-007
CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
Mobile Vendor in Public Right of Way
Top Shotta Jerk Chicken LLC

WHEREAS, the Board of Public Works is empowered by Indiana Code § 36-9-6-2 to supervise the streets, alleys, sewers, public grounds, and other property of the City of Bloomington (“City”);

WHEREAS, Top Shotta Jerk Chicken LLC (“Vendor”), is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

WHEREAS, the issuance of a Mobile Vendor License under Bloomington Municipal Code 4.28 requires Vendor to submit documentation to the City—set forth at Bloomington Municipal Code 4.28.050—including an independent safety inspection, an open burn permit issued by the City of Bloomington Fire Department, and all applicable permits required by the Monroe County Health Department;

WHEREAS, Vendor has agreed to the Standards of Conduct set forth in Bloomington Municipal Code 4.28.160 and signed the Release, Hold-Harmless, and Indemnification Agreement as required by Bloomington Municipal Code 4.28.090;

WHEREAS, Vendor desires to be able to use “City property” as defined in Bloomington Municipal Code 4.28.010, which includes public on-street parking, on a temporary and transient basis for the purpose of selling food via a mobile kitchen, food truck or trailer; and

WHEREAS, under the Bloomington Municipal Code, approval to use public on-street parking and sidewalks is provided by the Board of Public Works via resolution;

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen, food truck or trailer for 1 year beginning 2/25/2025, and ending on 2/25/2026.

2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.28 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above. Operating a mobile vendor without a business license is a violation of Bloomington Municipal Code 4.28.180(a)(1), and would subject Vendor to a fine of \$2,500 for the first offense.

3. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.28 of the Bloomington Municipal Code—attach to this approval:

- a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
- b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor’s operation on City property.
- c. Vendor may locate his business in a public parking space within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.

- d. Vendor shall remove his business from a public parking space within a reasonable time, no more than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
- e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.28 (Mobile Vendors), and (2) all City parking regulations, restrictions, and ordinances.
- f. Vendor is prohibited from operating within a one block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:
 - 1) City of Bloomington Farmers' Market;
 - 2) City of Bloomington Holiday Market;
 - 3) The Taste of Bloomington;
 - 4) Lotus World Music and Arts Festival;
 - 5) The Fourth Street Festival;
 - 6) Arts Fair on the Square;
 - 7) Strawberry Festival;
 - 8) Canopy of Lights;
 - 9) Fourth of July Parade; and
 - 10) Any other special events approved by the City Controller.

ADOPTED THIS THE 10th DAY OF FEBRUARY, 2025.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

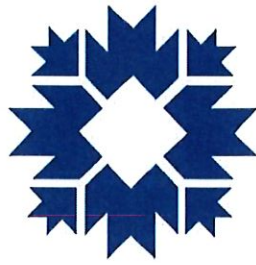
James Roach, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2025-007 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Taneisha Henline

Date: _____

RESOLUTION 2025-007



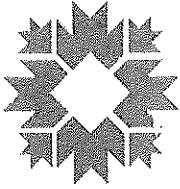
CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

Business License Cover Sheet

Business Name	Top Shotta Jerk Chicken LLC
License Type	Mobile Vendor License
Contact	Taneisha Henline
Phone	812-361-3912
Email	jamaicahenline@gmail.com
BPW Resolution No (if applicable)	2025-007
Issue Date of License	2/25/2025
Expiration Date of License	2/25/2026
Scanned?	<input checked="" type="checkbox"/>
Renewal Date for License	2/25/2026
Department Head	Jane Kupersmith
Record Destruction Date	2/25/2029
ESD Tracking No	N/A
Document Physical Filing Location	2-drawer file cabinet at ESD Admin's desk
Document Digital Filing Location	I:\common\Economic Development\BUSINESS\Business Licensing\Licenses\Mobile Vendor License\Businesses

Res: 2025-007
Top Shotta
Jerk Chicken



CITY OF BLOOMINGTON

MOBILE VENDOR LICENSE APPLICATION

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

1. License Length and Fee Application

Length of

License: 1 Year - \$350

2. Applicant Information

Name: Taneisha Henline
Title/Position: owner
Date of Birth: Dec 8, 1991
Address: 4114 w Daniel ave
City, State, Zip: Blommington IN 47403
E-Mail Address: jamaica.henline@gmail.com
Phone Number: 8123613912 Mobile Phone: 8123613912

3. Indiana Contact Information (For non-residents only)

If applicant is not a resident of Indiana, they must designate a resident to serve as a contact.

Name:

Address:

City, State, Zip:

E-Mail Address:

Phone Number:

Mobile Phone:

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JAN 27 2025

4. Company Information

Name of Employer:

Address of
Employer:

City, State, Zip:

Employment Start
Date:

End Date (If known):

Phone Number:

Website / Email:

Company is a:

☒ Limited
Liability
Corporation
(LLC) ☐ Corporation ☐ Partnership ☐ Sole
Proprietor ☐ Other:

5. Company Officer Information

Provide the names and addresses of all principal officers, partners, trustees, owners or other persons with controlling interests in the company.

Name

Address

Taneisha Henline

4114 w Daniel ave Bloomington In 47403

6. Company Incorporation Information (For Corporations and LLCs Only)

Date of incorporation
or organization:

october 2017

State of incorporation
or organization:

Indiana

(If Not Indiana) Date
qualified to transact
business in state of
Indiana:

7. Description of product or service to be sold and any equipment to be used

Jerk chicken, rice all cooked on a grill. tacos, wraps. authentic Jamaican cuisine.

Planned hours of operation:

fridays 1-7 Saturdays 2-7 (maybe thursday 1-7pm)

Place or places where you will conduct business (If private property, attach written permission from property owner):

Ellettsville at Tire genie
Farm Stop Bloomington Collective

Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.

Please Attach

Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?

Yes ☐

No ☒ no

(If Yes) Provide details

8. You are required to secure, attach, and submit the following:

- ☒ A copy of the Indiana registration for the vehicle
- ☒ Copy of a valid driver's license
- ☒ Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
- ☒ Proof of an independent safety inspection of all vehicles to be used in the business (form included with app)
- ☒ Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code:
 - Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate
 - Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
- ☒ Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business (included with application)
- ☒ A copy of the business's registration with the Indiana Secretary of State.
- ☒ A copy of the Employer ID number
- ☒ A signed copy of the Prohibited Location Agreement (included with application)
- ☒ A signed copy of the Standards of Conduct Agreement (included with application)
- ☒ Fire inspection (if required)
- ☒ Picture of truck or trailer
- ☒ Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler License.

For City Of Bloomington Use Only

Received in ESD

JAN 27 2025

Received By:

Stoatts

Date Approved:

Approved By:



State Form 48099 (R5/1-17)
Approved by State Board of
Accounts 2017

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 0	AGE 2	ISSUE DATE 01/14/25	PUR DATE 05/22/18	COUNTY 53 - MONROE	TP R	PL YR 25	PLATE TR328ZNW	PL TP GP	WEIGHT 3	PR YR 24	LS N	TYPE GP	PRIOR YR PL TR328ZNW
EXPIRATION DATE 01/31/26		MUNICIPALITY NONE OF THE ABOVE			VEHICLE YEAR 18	MAKE R G	MODEL TR	VEHICLE IDENTIFICATION NUMBER 7GRR110B0JZ000818			TYPE TR	COLOR BLK/	
CURRENT YEAR TAX	EX TAX 8.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 8.00	CO. WHEEL/SUR 10.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 16.35		ADMIN FEE 0.00	TOTAL 34.35			
PRIOR YEAR TAX	EX TAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/SUR 0.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 0.00		ADMIN FEE 0.00	TOTAL 0.00			
REGISTRATION LICENSE TYPE GENERAL TRAILER NEW FORMAT 3.000													



Legal Address
4114 W DANIEL AVE
BLOOMINGTON IN 47403-1806

TOP SHOTTA JERK CHICKEN



4114 W DANIEL AVE
BLOOMINGTON IN 47403-1806

0101



46:14:99



State Form 48099 (R5/7-17)
Approved by State Board of
Accounts 2017

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 11	AGE 23	ISSUE DATE 01/14/25	PUR DATE 05/22/18	COUNTY 53 - MONROE	TP R	PL YR 25	PLATE 762UT	PL TP PA	WEIGHT	PR YR 24	LS N	TYPE PA	PRIOR YR PL 762UT
EXPIRATION DATE 01/31/26		MUNICIPALITY NONE OF THE ABOVE			VEHICLE YEAR 02	MAKE WRK	MODEL STE	VEHICLE IDENTIFICATION NUMBER 5T4HP41RX23344383			TYPE VA	COLOR GRN/BLK	
CURRENT YEAR TAX	EX TAX 21.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 21.00	CO. WHEEL/SUR 25.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 36.35		ADMIN FEE 0.00	TOTAL 82.35			
PRIOR YEAR TAX	EX TAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/SUR 0.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 0.00		ADMIN FEE 0.00	TOTAL 0.00			
REGISTRATION LICENSE TYPE PASSENGER - NEW PLATE TYPE													



Legal Address
4114 W DANIEL AVE
BLOOMINGTON IN 47403-1806

TOP SHOTTA JERK CHICKEN



4114 W DANIEL AVE
BLOOMINGTON IN 47403-1806

0101



46:9:38

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Obtain ID Card](#)

[Schedule Driving Test](#)

[Your Renewal Date](#)

[COL Self-Certify Driver Type](#)

[Proceed to Checkout](#)

my Driver Records

Welcome, ELI JEPHTA HENLINEI

Click to Verify - This site chose
VeriSign SSL for secure e-commerce
and confidential communications.
[ABOUT SSL CERTIFICATES](#)

**** NOTE:** The BMV only retains supporting documentation for a period of ten (10) years **

License type: DRIVERS W/ MC

As of 01/20/2025 4:29 pm

License status: VALID

IINT

SR22: Not needed

Current points: 0

Endorsements: L

Pending Endorsements: None

Restrictions: None

Pending Restrictions: None

Suspension Information -- (* indicates active suspensions)

-- (** indicates closed/expired active suspensions stayed)

Susp ID	Type	Suspension Reason	Effective Date	Expiration Date	Mail Date	Address ID	Fee Due
11	Suspension	FAILURE TO APPEAR CASE 53C021311IF008734 MONROE CIRCUIT #2 Phone: (812) 349-2602 Offense: DRIVING WHILE SUSPENDED	12/03/2013	12/05/2013	12/03/2013	08	
9	Suspension	FAILURE TO APPEAR FOR DRIVER SAFETY PROGRAM	09/30/2013	11/08/2013	07/02/2013	08	
8	Suspension	FAILURE TO APPEAR CASE 53C021306IF004464 MONROE CIRCUIT #2 Phone: (812) 349-2602 Offense: FAILURE TO USE/IMPROPER SIGNAL	06/25/2013	07/01/2013	06/25/2013	08	
6	Suspension	FAILURE TO APPEAR CASE 53C021207IF005530 MONROE CIRCUIT #2 Phone: (812) 349-2602 Offense: SEAT BELT VIOLATION	08/07/2012	08/16/2012	08/07/2012	08	

Pending Suspension Information

No Pending Suspensions were found.

Disqualification Information -- (* indicates active disqualifications)

No Disqualifications were found.

Pending Disqualification Information

No Pending Disqualifications were found.

Out of State Withdrawal Information

No OOS Withdrawals were found.

Convictions -- (* indicates active points)

Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazmat
07/19/2013	0	NO VALID LICENSE FOR TYPE OF VEHICLE THAT WAS OPERATED	06/29/2013	MONROE CIRCUIT #5 / 53C051307IF005720			No	No
07/01/2013	2	FAILURE TO USE/IMPROPER SIGNAL	05/28/2013	MONROE CIRCUIT #2 / 53C021306IF004464	9		No	No
09/14/2012	4	SPEEDING 79/55	07/03/2012	MARION SUPERIOR TRAFFIC DIVISION #13 / 49G131207IF059100	9		No	No
08/16/2012	0	SEAT BELT VIOLATION	06/28/2012	MONROE CIRCUIT #2 / 53C021207IF005530			No	No
11/09/2009	2	SPEEDING	10/12/2009	TENNESSEE / TN 8017659			No	No

12/08/2005	4	SPEEDING 72/55	11/13/2005	DAVIESS SUPERIOR / 14D010511IF2335	No	No
11/17/2005	4	MOTORCYCLE LEARNER PERMIT VIOLATION	08/24/2005	MONROE CIRCUIT #6 / 53C060508IF11225	No	No
02/17/2004	2	SPEEDING 40/30	01/31/2004	MONROE CIRCUIT #2 / 53C020402IF01056	No	No
12/15/2003	2	SPEEDING 70/55	10/21/2003	MARTINSVILLE CITY / 55H010312IF6380	No	No
10/09/2002	4	SPEEDING 55/35	09/04/2002	MONROE CIRCUIT #3 / 53C030209IF11920	No	No
08/31/2000	2	SPEEDING 50/35	08/27/2000	GREENE SUPERIOR / 28D010008IF2507	No	No

Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
8	11/17/2011	4114 W DANIEL AVE	BLOOMINGTON	IN	47403-1806
7	06/13/2010	4114 W DANIEL AVE	BLOOMINGTON	IN	47403-1806
6	08/25/2007	2421 S MADISON ST	BLOOMINGTON	IN	47403-3633
5	07/28/1997	5777 S HARMONY ROAD	BLOOMINGTON	IN	47403
4	07/28/1997	5777 S HARMONY ROAD	BLOOMINGTON	IN	47403
3	05/20/2000	5777 S HARMONY RD	BLOOMINGTON	IN	47403
2	06/23/1999	5777 S HARMONY RD	BLOOMINGTON	IN	47403
1	05/19/2000	5777 S HARMONY RD	BLOOMINGTON	IN	47403-9526

Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
8	11/17/2011	4114 W DANIEL AVE	BLOOMINGTON	IN	47403-1806
6	08/25/2007	2421 S MADISON ST	BLOOMINGTON	IN	47403-3633
1	05/19/2000	5777 S HARMONY RD	BLOOMINGTON	IN	47403-9526

Control #: 14696937

Issue Date: 05/30/2019, Renew License, DRIVERS WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: None, Expiration Date: 04/15/2026

Interim Credential Issue Date: 2/28/2014, Expiration Date: 3/30/2014, Reason: DUPLICATE DL, IN-STATE, Control #: 5670752

Issue Date: 02/28/2014 Duplicate License, DRIVERS WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 04/15/2019

Interim Credential Issue Date: 6/18/2013, Expiration Date: 7/18/2013, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 4807730

Issue Date: 06/18/2013, Renew License, DRIVERS WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 04/15/2019

Interim Credential Issue Date: 11/17/2011, Expiration Date: 12/17/2011, Reason: AMEND DL W/ CARD, IN-STATE, Control #: 2053599

Issue Date: 11/17/2011, Amend License, DRIVERS WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 04/15/2013

Interim Credential Issue Date: 11/7/2011, Expiration Date: 12/7/2011, Reason: AMEND DL W/O CARD, IN-STATE, Control #: 2025118

Issue Date: 11/07/2011, Amend License, DRIVERS WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 04/15/2013

Issue Date: 07/16/2008, Renew License, DRIVERS W/MC (4 YR), Endorsements: L, Restrictions: B, Expiration Date: 04/15/2013

Issue Date: 08/25/2007, Amend License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 04/15/2009

Issue Date: 08/04/2007, Renew MC Permit, MOTORCYCLE LEARNER'S PERMIT, Endorsements: None, Restrictions: B, Expiration Date: 08/31/2008

Issue Date: 04/15/2005, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 04/15/2009

Issue Date: 04/07/2005, Renew MC Permit, MOTORCYCLE LEARNER'S PERMIT, Endorsements: None, Restrictions: B, Expiration Date: 04/30/2006

Issue Date: 05/19/2000, Renew License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 04/15/2005

Issue Date: 05/16/2000, Duplicate Permit, DRIVER EDUCATION, Endorsements: None, Restrictions: B, Expiration Date: 07/31/2000

Issue Date: 06/23/1999, Issue Driver's Ed, DRIVER EDUCATION, Endorsements: None, Restrictions: B, Expiration Date: 07/31/2000

Issue Date: 07/28/1997, Issue ID Card, REGULAR ID CARD, Endorsements: None, Restrictions: None, Expiration Date: 07/31/2001

Issue Date: 04/21/2006, Renew MC Permit, MOTORCYCLE LEARNER'S PERMIT, Endorsements: None, Restrictions: None, Expiration Date: 04/30/2007

Remarks

Remark Date:11/08/2013 Driver Safety Program (DSP) completed on 11/7/2013 12:00:00 AM for 4 points

Remark Date:05/25/2007 Driver Safety Program (DSP) completed on 5/23/2007 12:00:00 AM for 4 points

Remark Date:05/16/2006 PROBATION DATA, EFFECTIVE DATE: 05/15/2006 EXPIRATION DATE: 08/14/2006

Remark Date:03/15/2006 Driver Safety Program (DSP) completed on 03/15/2006 for 4 points

Remark Date:05/14/2004 Driver Safety Program (DSP) completed on 05/13/2004 for 4 points

* End of Driver Record *

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Carmichael Truck & Auto Serv. Inc.
INSPECTOR'S NAME Kenny Boehm INSPECTOR'S PHONE # 812-334-8285
DATE OF INSPECTION 1/23/25
NAME OF VENDOR Top Shotta Jerk Chicken
VEHICLE YEAR 02 MAKE Workhorse MODEL FT-1061
VIN 5T4HP41RX23344383

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	✓	_____	_____
FLASHERS	✓	_____	_____
REFLECTORS	✓	_____	_____
HORN	✓	_____	_____
WINDSHIELD WIPERS	✓	_____	_____
MIRRORS	✓	_____	_____
SEATBELTS	✓	_____	_____
BUMPER HEIGHT	✓	_____	_____
ALL WINDOWS	✓	_____	_____
MUFFLER	✓	_____	<u>Getting Rusty, O.K. For Now</u>
TIRES	✓	_____	_____
BRAKES	✓	_____	_____
DOORS	✓	_____	_____
GENERAL CONDITION OF VEHICLE	✓	_____	_____

Attach this completed Inspection Sheet with your permit or renewal application
and remit to:

City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton St.
Bloomington, Indiana 47404
812-349-3419

Additional Comments by Inspector: Tightened Upper Radiator
Hose Clamp. Was Slightly Loose.
- Also Tightened Power Steering Hose Clamp.
(At HydroBoost). Slightly Low. Did Top Off Fluid.

Inspector Signature

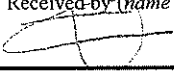
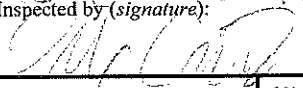
Date:

Kary Bulmy
1/23/25

**Attach this completed Inspection Sheet with your permit or renewal application
and remit to:**

**City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton St.
Bloomington, Indiana 47404
812-349-3419**

MONROE COUNTY HEALTH DEPARTMENT
119 West Seventh St.
Bloomington, IN 47404-3989

Establishment Name Top Shetta Jerk Chicken			Telephone Number (817) Establishment (361-3912) Owner		Date of Inspection (mm/dd/yr) 11/19/2024		ID # 11:00am	
Establishment Address (number and street, city, state, ZIP code) 3609 State Road 116, Bloomington, IN 47403			Purpose: 1. Routine 2. Follow-up 3. Complaint 4. Pre-Operational 5. Temporary 6. HACCP 7. Other (list)		Follow-up		Release Date 12 Days	
Owner Taneisha Henline					Summary of Violations: C <input type="checkbox"/> NC <input type="checkbox"/> R <input type="checkbox"/>			
Owner's Address 1111 W Daniel Ave, Bloomington, IN 47403								
Person in Charge Taneisha Henline								
Responsible Person's E-mail			Menu Type (See back of page) 1 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>					
Certified Food Handler Taneisha Henline exp 11/27								
• CRITICAL ITEMS ARE IDENTIFIED IN THE CHECKLIST AND NARRATIVE COLUMNS MARKED "C" • VIOLATION(S) REPEATED FROM PREVIOUS INSPECTIONS ARE DENOTED IN THE "SUMMARY OF VIOLATIONS" AND IN THE NARRATIVE BELOW AS "R"								
Section#	C/NC	R	Narrative				To Be Corrected By	
			No violations observed at this time					
Received by (name and title printed): 			Inspected by (name and title printed): Pastor McLaughlin E-15					
Received by (signature):			Inspected by (signature): 					
cc:			cc:			cc:		



City of Bloomington Fire Department

PO Box 100
Bloomington Indiana 47402
812-332-9763

Mayor Kerry Thomson

Fire Chief Roger Kerr

Current Date

01/22/2025

Inspected by

Jeff Yutmeyer

Next Inspection Date

01/22/2026

Inspection Number

BFD-2025-0003438

Business Name

Top Shotta Jerk
Chicken LLC

Address

4114 W DANIEL
AVE

City

BLOOMINGTON

State

IN

Zip

47403

Suite

--

Fire Inspection Results

No fire code violations found.

Thank You

On 01/22/2025 the Top Shotta Jerk Chicken LLC was inspected by Bloomington Fire Department and no deficiencies were found.

Inspection Signatures

Occupancy Contact Signature

A handwritten signature in black ink, appearing to be "Taneisha Henline".

Taneisha Henline

Owner

812-361-3912

jamaica.henline@gmail.com

Inspector Signature

A handwritten signature in black ink, appearing to be "Jeff Yutmeyer".

Jeff Yutmeyer

Deputy Fire Marshal

812-360-3507

Jeff.yutmeyer@bloomington.in.gov



Notice of Permits

The Fire Official has approved the following permits for the following locations

Location

Name	Address	Phone
Top Shotta Jerk Chicken LLC	4114 W DANIEL AVE, BLOOMINGTON, IN, 47403	8123613912

Permits

Permit Number	Permit Type	Effective Date	Expiration Date
BFD-2025-0000009	Food Vendor Permit	01/22/2025	01/22/2026

This notice must be prominently displayed at all times. Permits may be revoked at any time for failure to remain in conformity with applicable regulations.

Issued by:

Date Issued:

01/22/2025

A handwritten signature in black ink that reads "Jeff Yutmeyer". The signature is written in a cursive, flowing style.

Jeff Yutmeyer
Deputy Fire Marshal
812-360-3507
Jeff.yutmeyer@bloomington.in.gov

Indiana Farmers
MUTUAL INSURANCE COMPANY

Indiana Farmers Mutual Insurance Company
10 West 106th Street, Indianapolis, IN 46290

Identification Cards
Commercial Auto Policy

Policy Number	Policy Period	Effective Date
CAP1009771	06/25/2024 - 06/25/2025	06/25/2024
Named Insured and Address	Agency Information	
TOP SHOTTA JERK CHICKEN, LLC 4114 W DANIEL AVE BLOOMINGTON, IN 47403-0000	GERMAN AMERICAN INSURANCE 6603-2554 811 MAIN STREET PO BOX 1008 JASPER, IN 47546-0000 Producer Code:	

Indiana Farmers Mutual Insurance Company
10 West 106th Street, Indianapolis, IN 46290
Phone: (800) 477-1660
Fax: (317) 848-8629
WWW.INDIANAFARMERS.COM

MOTOR VEHICLE INSURANCE IDENTIFICATION CARD

Policy Number	Effective Date	Expiration Date
CAP1009771	06/25/2024	06/25/2025

Named Insured(s)	Agency: GERMAN AMERICAN INSURANCE
TOP SHOTTA JERK CHICKEN LLC 4114 W DANIEL AVE BLOOMINGTON, IN 47403-0000	Phone: (812)482-2866

Insured Vehicle	VIN
2002 WRK STE	5T4HP41RX23344383

This card is proof that a policy of auto insurance has been issued. It is invalid if the policy has lapsed, was terminated, or has been cancelled.

CAP-ID (09/09)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/3/2024

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).

PRODUCER German American Insurance PO Box 1008 Jasper IN 47547-1008	CONTACT NAME: PHONE (A/C, No, Ext): 812-482-2866 E-MAIL ADDRESS: insmail@germanamerican.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Indiana Farmers Mutual Ins Co		22624
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES CERTIFICATE NUMBER: 1034937653 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CGL1008962	6/25/2024	6/25/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAP1009771	6/25/2024	6/25/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

City of Bloomington
401 N Morton St
Bloomington IN 47404

CANCELLATION

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

Kerry Thomson

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT

p. 812.349.3418

f. 812.349.3520

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

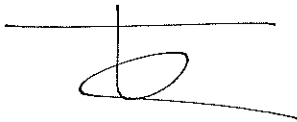
The undersigned, in consideration for the issuance of a license by the City of Bloomington Controller, agrees to the following:

1. The undersigned, in exchange for the issuance of a license by the City of Bloomington Controller, agrees to release, hold harmless, and forever indemnify the City of Bloomington and any and all City employees, officers, and agents from any claim or claims which may arise out of any incident connected with or in any way related to his/her issuance of a license by the City of Bloomington or his/her operation of a business which was licensed by the City of Bloomington. This includes claims for personal injury, death, property damage, and/or any other type of harm or injury.
2. The undersigned shall, and hereby does, indemnify, defend, and hold harmless the City of Bloomington and any and all City employees, officers, and agents from and against any and all actions, costs, claims, suits, losses, expenses or damages, including but not limited to attorneys' fees and court costs, arising out of the undersigned's operation of a business which has been licensed by the City of Bloomington.
3. The undersigned understands this release binds him/herself, his/her spouse, and all heirs, executors, partners, co-owners and administrators of those individuals.

The undersigned acknowledges that he/she has read this release and understands all of its terms. The undersigned signs this release voluntarily and with full knowledge of its significance.

Taneisha Henline

Name, Printed



Signature

Jan 27, 25
~~sep 3, 24~~

Date Release Signed



REGISTERED RETAIL MERCHANT CERTIFICATE

INDIANA DEPARTMENT OF REVENUE
100 N SENATE AVE
INDIANAPOLIS IN 46204-2253
(317) 232-2240

TOP SHOTTA JERK CHICKEN
4114 W DANIEL AVE
BLOOMINGTON IN 47403-1806

FEIN 82-3072079
LOC ID 0165855380-001
ISSUED March 02, 2023
EXPIRES March 31, 2025

IS AUTHORIZED TO COLLECT INDIANA RETAIL SALES TAX AT THE
ADDRESS ABOVE IF DIFFERENT FROM BELOW.

THIS LICENSE:
IS NOT TRANSFERRABLE TO ANY OTHER PERSON.
IS NOT SUBJECT TO REBATE.
IS VOID IF ALTERED.



TOP SHOTTA JERK CHICKEN LLC
4114 W DANIEL AVE
BLOOMINGTON IN 47403-1806

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN THE LOCATION SHOWN

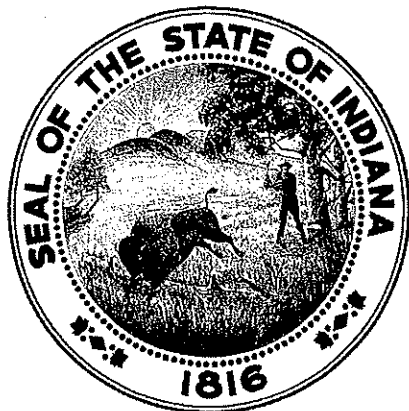
----- (Cut or Fold Here) -----

State of Indiana
Office of the Secretary of State

Certificate of Organization
of
TOP SHOTTA JERK CHICKEN LLC

I, CONNIE LAWSON, Secretary of State, hereby certify that Articles of Organization of the above Domestic Limited Liability Company have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Flexibility Act.

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, October 16, 2017.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, October 13, 2017

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

201710161218818 / 7724856

BUSINESS INFORMATION
DIEGO MORALES
INDIANA SECRETARY OF STATE
01/27/2025 05:24 PM

Business Details

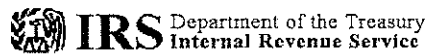
Business Name: **TOP SHOTTA JERK CHICKEN LLC** Business ID: **201710161218818**
Entity Type: **Domestic Limited Liability Company** Business Status: **Active**
Creation Date: **10/16/2017** Inactive Date:
Principal Office Address: **4114 Daniel Ave, Bloomington, IN, 47403, USA** Expiration Date: **Perpetual**
Jurisdiction of Formation: **Indiana** Business Entity Report Due Date: **10/31/2025**
Years Due:

Governing Person Information

Title	Name	Address
President	Taneisha Henline	4114 West Daniel Avenue, Bloomington, IN, 47403, USA
CEO	Taneisha Henline	4114 w daniel ave, Bloomington, IN, 47403, USA

Registered Agent Information

Type: **Individual**
Name: **Taneisha Henline**
Address: **4114 w daniel ave, Bloomington, IN, 47403, USA**



OGDEN UT 84201-0038

In reply refer to: 0457209009
Apr. 12, 2018 LTR 147C 0
82-3072079 000000 00
00006980
BODC: SB

TOP SHOTTA JERK CHICKEN LLC
TOP SHOTTA JERK CHICKEN
% TANEISHA C HENLINE SOLE MBR
4114 W DANIEL AVE
BLOOMINGTON IN 47403-1806



030679

Employer identification number: 82-3072079

Kerry Thomson

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

Prohibited Location Agreement

Bloomington Municipal Code Section 4.28.140 prohibits Mobile Vendor Units from operating in certain locations. This Agreement provides for all of the prohibited locations. Two maps are also attached to this Agreement. All signatories to this Agreement are required to review not only this Agreement, but also the attached maps prior to signing this Agreement.

As a licensed Mobile Vendor Unit, I understand and agree that I cannot and will not operate my mobile vendor unit in a manner that would violate any of the below-listed location restrictions:

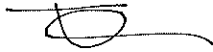
- No mobile food vendor unit shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works.
- No mobile food vendor unit shall operate within fifty feet of any facade of a ground level establishment that also sells food or beverages, or operate within fifty feet of the perimeter of such an establishment's outdoor seating area, regardless of whether or not the mobile food vendor unit is currently conducting business. The distance restriction only applies from one hour before the opening time to an hour after the closing time posted by a ground level establishment on the facade of its building.
- No mobile food vendor unit shall locate in an alleyway.
- Mobile food vendor units shall be located a reasonable distance from all posted bus stops, crosswalks, driveways, alleyways, right-of-way lines of two or more intersecting streets and building entrances or walk-up windows.
- Mobile food vendor units shall only be located on private property if the private property owner has provided both the business operator and the City written permission for the mobile food vendor unit to locate on said property.
- No mobile food vendor unit shall locate within a one block radius of a Special Event unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works.
- No mobile food vendor unit shall park on City property in violation of any City parking regulation, restriction, or ordinance. For example, if parking at one, or multiple, parking meters, the operator of the mobile food vendor unit shall feed all relevant parking meters with the required monetary amount.
- No mobile food vendor unit shall be located in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public.
- No mobile food vendor unit shall be located within fifteen feet of any fire hydrant.

- No mobile food vendor shall locate within any zoning district except the following: Commercial General; Commercial Arterial; Commercial Downtown; Industrial General; Business Park; and Institutional.
- No mobile food vendor operating on private property shall displace required parking or landscaping nor block any drives, parking access aisles, fire lanes, sidewalks, or accessible routes required for the private parking by the City's zoning code.
- No mobile food vendor unit shall be located more than one foot away from the curb of the street on which it is parked.
- No mobile food vendor unit shall park near an intersection and in a manner that blocks the line-of-sight of drivers using adjacent roadways.

I, the undersigned, understand that if I locate my mobile vendor unit in any of the above-described prohibited locations or manner that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Chapter 4.28 of the Bloomington Municipal Code.

Vendor:

Name: Taneisha Henline

Signature: 

Date: ~~Sep 3, 24~~ Jan 27, 25

Kerry Thomson

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

Standard of Conduct Agreement

Bloomington Municipal Code Section 4.28.160 provides Standards of Conduct for all Mobile Vendor Units. This Agreement provides a list of said Standards of Conduct. All signatories to this Agreement are required to review this Agreement prior to signing this Agreement.

As a licensed Mobile Vendor Unit, I understand and agree that I cannot and will not conduct business in a manner that would violate any of the Standards of Conduct noted below:

- Mobile food vendor unit operators shall conduct themselves at all times in an orderly and lawful manner, and shall not make, or cause to be made, any unreasonable noise of such volume as to be in violation of the City of Bloomington Noise Ordinance as stated in Title 14 of the Bloomington Municipal Code
- A device may not be used which would amplify sounds nor may attention be drawn to the mobile food vendor unit by an aural means or a light-producing device (examples of such devices may include, but are not meant to be limited to the following: bull horns and strobe lights
- No mobile food vendor unit may be permanently or temporarily affixed to any object, including but not limited to buildings, trees, telephone poles, streetlight poles, traffic signal poles or fire hydrants
- No mobile food vendor unit may be used to advertise any product which is not authorized to be sold from that unit
- Each mobile food vendor unit shall be limited to one sandwich board sign that meets the provisions of Section 20.05.086 of the Bloomington Municipal Code regardless of the zoning district in which it locates, provided a sign permit is obtained from the City's Planning and Transportation Department
- No mobile food vendor unit may make use of any public or private electrical outlet while in operation
- Each mobile food vendor unit shall protect against littering and shall have both an adequate trash receptacle and a separate receptacle for recyclable materials:
 - The trash and recyclable receptacles shall be emptied sufficiently often to allow disposal of litter and waste by the public at any time;
 - The trash and recyclable receptacles on the mobile food vendor unit shall not be emptied into trash or recyclable receptacles owned by the City of Bloomington;
 - Liquid from the mobile food vendor unit shall not be discharged on or in a City sewer or drain or elsewhere on City property, nor on private property without the express written consent of the owner thereof;

- Before leaving any location each mobile food vendor unit shall first pick up, remove and dispose of all trash, refuse and/or recyclable materials, including products spilled on the ground within twenty feet of the mobile food vendor unit.
- No mobile food vendor unit shall expose any pedestrian to any undue safety or health hazards nor shall it be maintained so as to create a public nuisance
- Each mobile food vendor unit shall be maintained free and clear of dirt, and finishes shall not be chipped, faded or unduly marred
- Foods or beverages which present a substantial likelihood that liquid matter or particles will drop to the street or sidewalk during the process of carrying or consuming the food or beverage shall be sold in proper containers so as to avoid falling to the street or sidewalk
- Mobile food vendor units which utilize a grill or device that may result in a spark, flame or fire shall adhere to the following additional standards:
 - Be placed approximately 20 feet from a building or structure;
 - Provide a barrier between the grill or device and the general public;
 - The spark, flame or fire shall not exceed 12 inches in height;
 - A fire extinguisher shall be within reaching distance of the mobile food vendor unit operator at all times;
- Mobile food vendor unit operators shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out inside of the City's jurisdictional limits, including, where possible, the removal of the mobile food vendor unit and cessation of such sales
- No mobile food vendor unit shall ever be left unattended
- Mobile food vendor units shall not be stored, parked or left overnight on any City property
- All mobile food vendor units which are food service establishments as defined by Title 10.17 of the Bloomington Municipal Code shall install an approved grease interceptor or grease trap. Foods, oils and greases shall never be discharged into the City's sewer or storm drains
- All mobile food vendor unit operators are required to collect and pay all applicable and appropriate sales taxes
- No mobile food vendor shall provide customer seating unless approval has been provided by the City's Board of Public Works and the City's Planning and Transportation Department
- All mobile food vendors shall comply with the lighting standards found in Chapter 20.05 of the Bloomington Municipal Code
- All mobile food vendors shall comply with the vision clearance standards found in Chapter 20.05 of the Bloomington Municipal Code
- No mobile food vendor shall have a drive-thru
- The decibels of any generator(s) associated with a mobile food vendor unit shall not exceed "70dBA".
 - Such noise measurement shall be made at a height of at least four (4) feet above the ground and at a point approximately twenty-five (25) feet away from where the

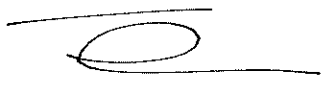
noise is being emitted on a sound level meter operated on the "A" weighting network (scale).

- No person other than the operators shall be within twenty-five (25) feet of the sound level meter during the sample period.
- Sound measurements shall be conducted at that time of day or night when the relevant noise source is emitting sound.
- The sound level measurement shall be determined as follows:
 - Calibrate the sound level meter within one (1) hour before use.
 - Set the sound level meter on the "A" weighted network at slow response.
 - Set the omnidirectional microphone in an approximately seventy degree position in a location which complies with subsections (1) and (2) herein. The operator of the sound level meter shall face the noise source and record the meter's instantaneous response.
 - Recalibrate the sound level meter after use.
- It shall be unlawful for any person to interfere, through the use of sound or otherwise, with the taking of sound level measurement.

I, the undersigned, understand that if I conduct business in violation of any the above described standards of conduct that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Chapter 4.28 of the Bloomington Municipal Code.

Vendor:

Name: Taneisha Henline

Signature: _____

Date: ~~Sep 3, 24~~ Mon Jan 27, 2025

Location: Bloomington Farm Stop Collective & Badknees

Permission day & time: Saturdays, 3-7pm

Thursdays, 3-7pm (not confirmed)

Contact name & number: Bobbi - 812 869 4330

Badknees Jim - 812 ~~287~~ 287-9899





Location: Tire Genie in Ellettsville
Permission Day & Time: Fridays, morning until 6pm
Contact name & number ~~of~~: Hayden 812 300 0265

Mobile Food Service Establishment License

Monroe County Health Department

This is to certify that:

Top Shotta Jerk Chicken

Taneisha Henline

3629 SR 46

Bloomington, IN 47404


Having complied with the rules and regulations of the Monroe County Health Department as authorized by the Indiana Administrative Code and the Board of Commissioners of Monroe County, Indiana, is hereby authorized to operate a Food Service Establishment at the above location for the calendar year.



Issued:

1/22/2024

By


Monroe County Health Officer

2024

NON-NEGOTIABLE AND NOT TRANSFERABLE

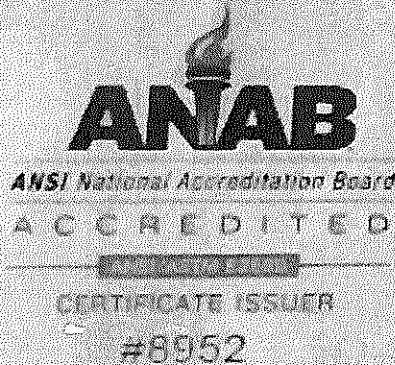
PERMIT EXPIRES FEBRUARY 28, 2025



This certifies that

Taneisha Henline

has successfully achieved the
Food Handler Card



Jean Chong

Jean Chong
Director of Training

AAA F
(71

www.AAAFood.com

Certificate ID: 1675126280-8-61027
Issue Date: January 30, 2023

CERTIFICATE VALID FOR 3 YEARS AFTER
Please check with local and state training requirements as expiration



MONROE COUNTY HEALTH DEPARTMENT COMMISSARY KITCHEN AGREEMENT

Mobile/Facility Owner:

Mobile/Facility Name: Top Sholta Jerk chicken Hours of Operation: T/F/S 1pm - 8pm
Mobile/Facility Owner Name: (please print) JANEISHA HENLINE
Mobile Owner Address: 4114 W Daniel Ave 47403
Mobile/Facility Owner Signature: [Signature] Date: Jan 21, 25

☐ I own both the mobile unit and the commissary.

Commissary Kitchen:

Commissary Kitchen Name: Pantry 279
Commissary Kitchen Address: 3609 SR 46
City: Blmgt N State: IN Zip: 47404 Phone: 812-606-1524
Email: pantry279@yahoo.com Hours of Operation: _____
Commissary Kitchen Owner Name: (please print) Gina Chavez
Commissary Kitchen Responsible Party Signature: [Signature] Date: 1-21-25

☐ Other mobile unit/food cart vendors also use this kitchen as a commissary. Number of vendors: _____

The following is available for use by the mobile unit operator:

Equipment/Service: (*Minimum Requirement)

	Yes	No	
*Potable water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
*Wastewater disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
*Garbage disposal	<input type="checkbox"/>	<input type="checkbox"/>	
*Restroom access	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
*3-compartment sink with drainboard space at each end	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
*Mop sink	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
*Hand sink	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Cooking equipment	<input type="checkbox"/>	<input type="checkbox"/>	
Refrigeration space	<input type="checkbox"/>	<input type="checkbox"/>	Number of cubic feet provided _____
Dry storage space	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Number of cubic feet provided _____
Freezer space	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Number of cubic feet provided _____
Ice machine access	<input type="checkbox"/>	<input type="checkbox"/>	
Overnight storage of mobile unit	<input type="checkbox"/>	<input type="checkbox"/>	
Food prep sink with drainboard	<input type="checkbox"/>	<input type="checkbox"/>	
Access to the food establishment requires a key	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

The commissary kitchen owner agrees to provide the mobile unit operator use of the Retail Food Establishment as listed above. Changing or canceling this agreement will result in closure of the Mobile/Facility. This agreement is not transferable.



Board of Public Works Staff Report

Project/Event: Disposal of Surplus Items by the City of Bloomington
Parking Services Department

Staff Representative: Raye Ann Cox

Date: January 16, 2025

Report:

The City of Bloomington Parking Services Department has 54 parking meter housings that are damaged, non-repairable and unusable.

Recommendation and Supporting Justification:

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

Recommend ☒ Approval ☐ Denial by: Raye Ann Cox







RESOLUTION 2025-008
TO DESIGNATE SURPLUS PROPERTY FOR TRANSFER

WHEREAS, the City of Bloomington Parking Services is in possession of 54 parking meter housings that are damaged, non-repairable and unusable; and

WHEREAS, the City of Bloomington Parking Services wishes to conduct a private sale or transfer the property without advertising; and

WHEREAS, Indiana Code § 5-22-22-6, permits the City of Bloomington Board of Public Works to sell the property at a public or private sale or transfer the property without advertising, if the property to be sold is more than one item with an estimated total value of less than \$5,000; and

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

1. The City of Bloomington property described is hereby declared to be more than one item with an estimated total value of less than \$5,000, and therefore may be sold at a public or private sale without advertising.
2. The City of Bloomington Parking Services shall sell or transfer the items described within thirty (30) days of this Resolution being signed by the City of Bloomington Board of Public Works.

SO PASSED AND ADOPTED this ____ day of _____, 2025, by the City of Bloomington Board of Public Works

Kyla Cox-Deckard, President







ENCROACHMENT PLACEHOLDER

Encroachment is still in the Legal review process

XX Agenda itemAdmin. Approval: TS
Date: 1/9/25

TO: Board of Park Commissioners
FROM: Tim Street, Director
DATE: January 23, 2025
SUBJECT: APPROVAL OF QUITCLAIM DEEDS FOR SWITCHYARD PARK

Recommendation

Staff recommends approval of a series of Quitclaim Deeds from both the Board of Public Works (three parcels) and the Redevelopment Commission (two parcels) in order to consolidate ownership of the parcels comprising Switchyard Park under the Board of Park Commissioners.

Background

The land on which Switchyard Park was built was acquired in various ways in the past. Because of these complex acquisitions, Switchyard Park today is comprised of eight parcels owned by the Board of Park Commissioners, Board of Public Works ("City of Bloomington"), and the Redevelopment Commission.

In order to satisfy closeout requirements for the Indiana Department of Environmental Management, the City must record a permanent Environmental Restrictive Covenant on the parcels on which coal ash and cinders were permanently sequestered and capped. However, because the sequesterations are scattered around and sometimes across these parcels, recording this ERC has proven difficult. By consolidating the ownership of these parcels to the Board of Park Commissioners, the Parks Department has worked with Bledsoe, Riggert, Cooper and James to undertake efforts to combine them into one parcel, making the recording of this ERC and future management efforts of the park easier. An exhibit is pasted below showing the location of the parcels. BRCJ has prepared quitclaim deeds for each.

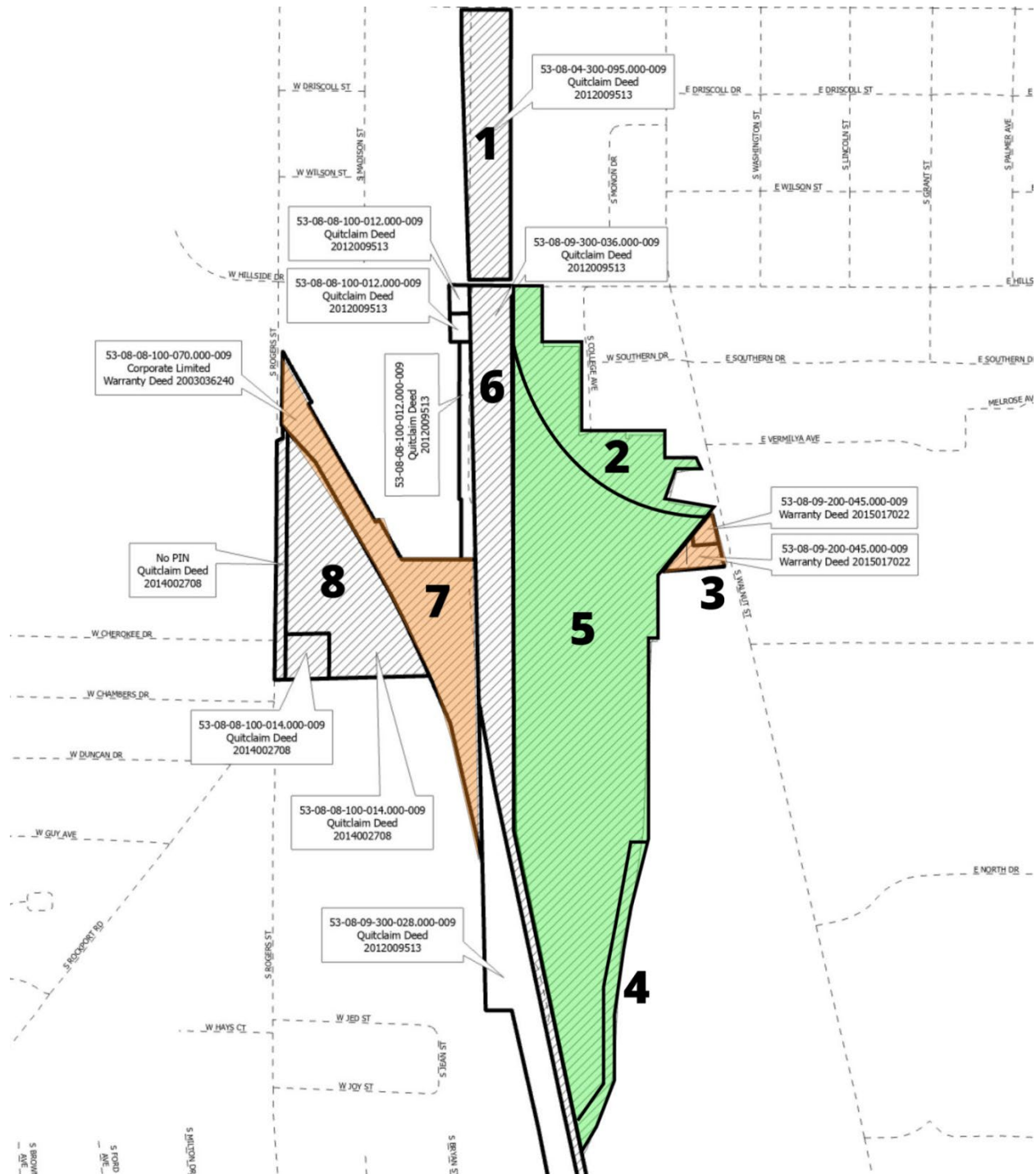
The Board of Public Works is approving quitclaim deeds for parcels shaded in green (2, 4, and 5).

The Redevelopment Commission is approving quitclaim deeds for parcels shaded in orange (3 and 7). There is also a lot line adjustment to Parcel 7, and as such a quitclaim deed for the unshaded parcel directly south of Switchyard Park (running parallel to the B-Line) is included in this packet. While managed by Parks this will not be part of the consolidated Switchyard Park parcel.

The Board of Park Commissioners is approving the acceptance of the parcels above, as well as quitclaim deeds to update ownership of parcels left unshaded (1, 6, and 8) and a new quitclaim deed for the consolidated parcels.

RESPECTFULLY SUBMITTED,**Tim Street, Director***January 2024*

Switchyard Parcels Exhibit



January 2024



CONTRACT COVER MEMORANDUM

TO: Margie Rice, Corporation Counsel
FROM: Tim Street, Director
DATE: January 9, 2025
RE: QUITCLAIM DEEDS TO CONSOLIDATE SWITCHYARD PARK
PARCEL OWNERSHIP

Contract Recipient/Vendor Name:	n/a
Department Head Initials of Approval:	TS
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Division Director: Tim Street
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	None
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-047
Due Date For Signature:	Friday Before Park Board Meeting: 1/17/2025
Expiration Date of Contract:	n/a
Renewal Date for Contract:	n/a
Total Dollar Amount of Contract:	n/a
Funding Source:	n/a
W9/EFT Complete: <i>(Staff Member of Responsible Dept to fill in - Vendor #)</i>	n/a
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in; \$10,000+)</i>	n/a
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	n/a

Summary of Contract

These five quitclaim deeds serve to consolidate ownership of the eight current parcels that comprise Switchyard Park to the Board of Park Commissioners. Three are to be approved by the Board of Public Works and two by the Redevelopment Commission. Consolidating ownership will then allow Parks to merge the parcels into one and record the Environmental Restrictive Covenant and delineated wetlands as required by IDEM.

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that the City of Bloomington, Indiana, by its Board of Public Works, an Indiana Municipal Corporation (“Grantor”), RELEASES and QUITCLAIMS to the City of Bloomington, Indiana Board of Park Commissioners, an Indiana municipal corporation (“Grantee”) for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Monroe County, in the State of Indiana:

See **Attachment A**, attached hereto and incorporated herein by reference.

The mailing address to which statements should be mailed under IC 6-1.1-22-8.1 is City of Bloomington Board of Park Commissioners, 401 N Morton St., Suite 250, Bloomington, IN 47404. The mailing address of the grantee is City of Bloomington Board of Park Commissioners, 401 N Morton St., Suite 250, Bloomington, IN 47404.

IN WITNESS WHEREOF Grantors have executed this Quitclaim Deed this _____ Day of _____, 2025.

BLOOMINGTON BOARD PUBLIC WORKS

By: _____

Print: _____

Attest: _____

Print: _____

[illegible]

Before me, a Notary Public in and for said State and County, personally appeared _____, _____ of the Bloomington Board of Public Works, who acknowledged the execution of the foregoing Quitclaim Deed as his voluntary act and deed.

WITNESS my hand and notarial seal this _____ day of _____, 2025.

My Commission Expires:

Notary Public

Resident of _____ County

Name Printed: _____

Commission Number:

[illegible]

Before me, a Notary Public in and for said State and County, personally appeared _____, _____ of the Bloomington Board of Public Works, who acknowledged the execution of the foregoing Quitclaim Deed as his voluntary act and deed.

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

2025. My Commission Expires:

Notary Public

Resident of _____ County

Name Printed: _____

Commission Number: _____

I affirm under penalties of perjury that I, Audrey R. Brittingham, have taken reasonable care to redact each Social Security Number in this document, unless required by law.

This instrument prepared by Audrey R. Brittingham, Assistant City Attorney, City of Bloomington Legal Department, P.O. Box 100, Bloomington, Indiana 47402

ATTACHMENT A

A part of Section 9, Township 8 North, Range 1 West, Monroe County, Indiana described as follows:

Commencing at the Southwest corner of Section 9; thence North 01 degree 09 minutes 51 seconds West, 2006.42 feet along the West line of Section 9; thence North 88 degrees 50 minutes 09 seconds East, 367.92 feet to the Point of Being; thence North 12 degrees 04 minutes 41 seconds West 1280.48 feet; thence North 00 degrees 05 minutes 32 seconds East, 1758.86 feet; thence North 01 degree 13 minutes 04 seconds East, 283.69 feet to the North line of Section 9; along said North line North 88 degrees 31 minutes 16 seconds East, 91.59 feet to the West line of Railroad Park; thence along said West line South 00 degrees 55 minutes 18 seconds East, 223.00 feet to the Northwest corner of Lot 21 in said Railroad Park; thence along said North line North 89 degrees 08 minutes 56 seconds East, 132.00 feet to the Northeast corner of Lot 21; thence South 00 degrees 51 minutes 04 seconds East, 342.00 feet to the South line of Railroad Park; thence along said South line of North 89 degrees 08 minutes 56 seconds East, 147.01 feet to the West Right-of-Way of Walnut Street; thence along said West Right-of-Way South 00 degrees 16 minutes 07 seconds West, 49.34 feet; thence South 80 degrees 50 minutes 13 seconds West, 88.99 feet; thence South 16 degrees 01 minute 58 seconds West, 111.97 feet to a point on the North Right-of-Way of a CSX Railroad spur line, said point being on a curve, the radius of which bears North 12 degrees 50 minutes 43 seconds East, 693.93 feet; thence Southeasterly on a curve to the left along said Right-of-Way through a central angle of 12 degrees 23 minutes 21 seconds along said curve, 150.05 feet to the West Right-of-Way of Walnut Street; thence along said West Right-of-Way South 12 degrees 21 minutes 05 seconds East 51.19 feet; thence South 12 degrees 21 minutes 05 seconds East along said Right-of-Way 12.98 feet; thence South 62 degrees 22 minutes 27 seconds West, 63.29 feet to a curve the radius of which bears South 27 degrees 37 minutes 31 seconds East, 413.93 feet; thence Southerly on a curve left through a central angle of 26 degrees 36 minutes 41 seconds along said curve 192.25 feet; thence South 35 degrees 45 minutes 48 seconds West, 194.89 feet; thence South 01 degrees 46 minutes 45 seconds East, 140.81 feet; thence North 89 degrees 21 minutes 29 seconds East, 50.00 feet; thence South 03 degrees 08 minutes 01 seconds West, 1952.16 feet; thence South 77 degrees 51 minutes 15 seconds West, 103.61 feet to the Point of Beginning, containing 27.29 acres.

Tax ID: 53-08-09-207-019.000-009

The address of the real estate described herein is 1726 S Walnut St. Bloomington, IN 47403.



Board of Public Works Staff Report

Project/Event: Approve LPA-Consulting Contract with American Structurepoint, Inc. for Construction Engineering Services for the West 2nd Street Modernization and Safety Improvement Project

Petitioner/Representative: Engineering Department

Staff Representative: Kendall Knoke, Project Engineer

Date: 02/10/2025

Report: The West 2nd Street Modernization and Safety Improvement Project consists of various improvements to West 2nd Street between the B-Line Trail and South Walker Street including bike lanes, signal replacement, drainage improvements, new sidewalks and curb ramps, lighting, and other associated work. This project has been prioritized for federal funding participation for preliminary engineering and construction. The local funding portion comes from a 2022 Parks GO bond. Construction is expected to begin in 2025 and be substantially complete by the end of 2026.

American Structurepoint, Inc. was selected through a Request for Proposals INDOT selection process to perform construction engineering for this project. Compensation for these construction engineering services is set at a not-to-exceed amount of \$743,707.06. Funding source: 4665-18-180000-54510.

Project Approvals Timeline		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Project and Local Funding Approval	Approved	04/22/2022
Design Services Contract	Approved	09/27/2022
ROW Services Contract	Approved	07/03/2023
Federal-Aid Construction Funding Approval (INDOT-LPA Contract)	Approved	02/05/2024
Public Need Resolution	Approved	04/23/2024
Construction Inspection Contract	Current Item	02/10/2025
Construction Contract*	N/A	Scheduled to let on 05/07/2025

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



CONTRACT COVER MEMORANDUM

TO: Office of the Mayor
FROM: Engineering Department
DATE: 01/30/2025
RE: Construction Engineering Contract for the West 2nd Street Modernization and Safety Improvement Project

Contract Recipient/Vendor Name:	American Structurepoint, Inc.
Department Head Initials of Approval:	Andrew Cíbor
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Kendall Knoke
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	2037
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-107
Due Date For Signature:	2/10/2025
Expiration Date of Contract:	Estimated December 2026
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$743,707.06
Funding Source:	4665 18-180000-54510
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract:

The West 2nd Street Modernization and Safety Improvement Project consists of various improvements to West 2nd Street between the B-Line Trail and South Walker Street including bike lanes, signal replacement, drainage improvements, new sidewalks and curb ramps, lighting, and other associated work. This project has been prioritized for federal funding participation for preliminary engineering and construction. The local funding portion comes from a 2022 Parks GO bond. Construction is expected to begin in 2025 and be substantially complete by the end of 2026. American Structurepoint, Inc. was selected through a Request for Proposals INDOT selection process to perform construction engineering for this project. Compensation for these construction engineering services is set at a not-to-exceed amount of \$743,707.06.

City of Bloomington Contract and Purchase Justification Form

Vendor: American Structurepoint, Inc.

Contract Amount: \$743,707.06

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

PURCHASE INFORMATION

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

☐

Request for Quote (RFQ)

☒

Request for Proposal (RFP)

☐

Sole Source

☐

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

2. List the results of procurement process. Give further explanation where requested.

Yes No

of Submittals: 5

Yes No

Met city requirements?

☒☐

Met item or need requirements?

☒☐

Was an evaluation team used?

☒☐

Was scoring grid used?

☒☐

Were vendor presentations requested?

☐☒

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

☐☒

Qualifications-based selection per the INDOT process (required for Federal-Aid projects) based on responses to RFP.

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

American Structurepoint, Inc. was selected for this contract as the highest ranked firm out of the five proposals received.

Kendall Knoke

Project Engineer

Engineering

Print/Type Name

Print/Type Title

Department

LPA - CONSULTING CONTRACT

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

Des. No.: 2200012; Contract R-44765

Project Description: West 2nd Street from South Walker Street to the B Line Trail

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 February 5, 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 \$ 743,707.06.

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:

Kendall Knoke, Project Engineer
City of Bloomington
401 N. Morton Street, Suite 130
Bloomington, Indiana 47404

Notices to the CONSULTANT shall be sent to:

Cash E. Canfield, President
American Structurepoint, Inc.
9025 River Road, Suite 200
Indianapolis, Indiana 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:
- Kendall Knoke, Project Engineer
City of Bloomington
401 N. Morton Street, Suite 130
Bloomington, Indiana 47404
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
 - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered

within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. Termination for Default.

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

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

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Non-Collusion.

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

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

CONSULTANT

American Structurepoint, Inc.

DocuSigned by:

*Cash E. Canfield*F19A20CCE23A42D...
Cash E. Canfield, President**LOCAL PUBLIC AGENCY**

City of Bloomington, Indiana

Kyla Cox Deckard, President, Board of
Public Works_____
Elizabeth Karon, Vice President, Board of
Public Works

Attest:

DocuSigned by:

*Megan Adams*21AAC5D2FC67470...

Megan Adams, Secretary, Board of Public Works_____
James Roach, Secretary, Board of Public
Works_____
Margie Rice, Corporation Counsel, Office
of the 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 full-time Resident Project Representative, 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 INDOT, and no personnel will be assigned to the project until LPA and INDOT approval is obtained.

The full-time Resident Project Representative will take directions from and report to the INDOT Area Engineer on all matters concerning contract compliance and administration.

The full-time Resident Project Representative will coordinate project activities with the LPA Project Coordinator and INDOT Area Engineer.

B. DESCRIPTION OF SERVICES

1. **CONSTRUCTION SCHEDULE:** Review the construction schedule prepared by the Contractor for compliance with the contract and give to the LPA detailed documentation concerning its acceptability.
2. **CONFERENCES:** Attend preconstruction conferences as directed by the LPA, arrange a schedule of progress meetings and such other job conferences as required for the timely and acceptable conduct of the job, and submit such schedules prepared to the LPA for notification to those who are expected to attend. Record for the LPA, as directed, minutes of such meetings. The CONSULTANT shall be available for conferences as requested by the LPA, INDOT, and Federal Highway Administration to review working details of the project. The LPA, INDOT, and Federal Highway Administration may review and inspect the activities whenever desired during the life of the Agreement.
3. **LIAISON:** Serve as the LPA's liaison with the Contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting in liaison capacity, the Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to monitor the Contractor for compliance with provisions therein. Any deviation observed shall be reported to the LPA and INDOT by the Resident Project Representative.

Serve as the LPA's liaison with the traveling public and nearby affected business owners and property owners. The Resident Project Representative will offer information and provide field

office numbers to interested parties. If necessary, the Resident Project Representative will attend and participate in any public information meetings.

4. **COOPERATE** with the LPA in dealing with the various federal, state, and local agencies having jurisdiction over the project.
5. **ASSIST** the LPA and INDOT in obtaining from the Contractor a list of his proposed suppliers and subcontractors.
6. **ASSIST** the LPA and INDOT in obtaining from the Contractor additional details or information when needed at the job site for proper execution of work.
7. **EQUIPMENT:** Furnish all equipment necessary to sample and test materials in accordance with INDOT procedures.
8. **SAMPLES:** Obtain field samples of materials delivered to the site as required by INDOT and deliver such samples to the appropriate INDOT laboratory office.
9. **SHOP DRAWINGS**
 - a. Receive shop drawings and falsework drawings. Check for completeness and then forward to LPA's DESIGN ENGINEER 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 inform the LPA and INDOT when he believes it is necessary to disapprove work as failing to conform to the Contract Documents
10. **REVIEW OF WORK, INSPECTION, AND TESTS**
 - a. Conduct on-site inspections for the LPA of the work in progress as a basis for determining the project is proceeding in accordance with the Contract Documents
 - b. Provide on-site acceptance testing of materials in the manner and extent prescribed by the latest edition of the INDOT Construction Manual and in accordance with current accepted practices
 - c. 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 required testing has been accomplished

11. **MODIFICATION:** Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the LPA and INDOT.
12. **RECORDS**
 - a. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders, and additional drawings subsequent to the award of the Contract, progress reports, and other project-related documents
 - b. Keep a diary or logbook recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request, furnish copies of such a diary or logbook to the LPA
 - c. Maintain for the LPA a record of names, addresses, and telephone numbers of all subcontractors and major material suppliers
 - d. Maintain a set of drawings on which authorized changes are noted and deliver to the LPA upon request, but in any event at the completion of the project
 - e. Prepare the Final Construction Record and Final Estimate as required by INDOT and the LPA. Provide a copy of the Final Construction Record to the LPA
13. **REPORTS:** Furnish to INDOT and the LPA at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule.
14. **PROGRESS ESTIMATES:** Prepare progress estimates for periodic partial payments to the Contractor and deliver to the LPA and INDOT for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete and in place in accordance with the contract.
15. **PROJECT RESPONSIBILITY:** The Resident Project Representative will be responsible for the documentation of pay quantities and estimates and the maintenance of appropriate records related to the construction of this project.
16. **WORK SCHEDULE AND SUSPENSION:** The CONSULTANT's crew will be required to regulate their work week to conform to the Contractor's hours in accordance with the directions of the INDOT Area Engineer. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the CONSULTANT may also be suspended without cost to the project.
17. **CONTRACT ADMINISTRATION:** The CONSULTANT will administer the contract in accordance with INDOT procedures.
18. CONSULTANT shall not at any time supervise, direct, or have control over Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods,

techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Designated employee and Project Coordinator to coordinate activities between CONSULTANT, INDOT, and the LPA.
2. Assistance to the CONSULTANT by placing at their disposal all available information pertinent to the project.

APPENDIX "C"**SCHEDULE:**

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

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:

1. The CONSULTANT will be prepared to begin services under this Contract within five days after a letter to proceed is received from the LPA. The CONSULTANT shall complete and deliver the final construction record and final estimate to the INDOT Area Manager within 45 days after the contractor's last day of work.
2. CONSULTANT's fee assumes 88 weeks of construction inspection activities.

APPENDIX "D"**A. Amount of Payment**

1. The CONSULTANT shall be compensated for services to be performed under this Contract a total fee not to exceed **\$743,707.06** unless approved in writing by the LPA.
2. The CONSULTANT will be paid for the work described in Appendix "A" in accordance with the following negotiated hourly billing rates per classification.

Labor Classification	Allowable Hourly Rates Per Year							
	7/1/24-6/30/25		7/1/25-6/30/26		7/1/26-6/30/27		7/1/27-6/30/28	
	Regular	Overtime	Regular	Overtime	Regular	Overtime	Regular	Overtime
Project Engineer	\$202.72	\$202.72	\$210.64	\$210.64	\$218.86	\$218.86	\$227.40	\$227.40
Resident Project Representative	\$165.16	\$191.36	\$171.58	\$198.80	\$178.26	\$206.54	\$185.22	\$214.60
Construction Inspector	\$118.78	\$137.62	\$123.41	\$142.99	\$128.23	\$148.57	\$133.25	\$154.39
Intern	\$66.64	\$77.21	\$69.23	\$80.21	\$71.93	\$83.34	\$74.74	\$86.60

3. The classification rates are based on the calendar year for the actual hours of work performed by essential personnel exclusively working on this Contract. 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 this Contract such as fares, subsistence, mileage, long distance calls, equipment rentals, reproductions, etc.) as approved by INDOT. The direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current INDOT policy on travel reimbursement.
4. For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each such invoice shall be subject to approval as reasonable by the LPA prior to any reimbursement therefore.
5. 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. Payment shall be made monthly to the CONSULTANT upon submission to the LPA of an invoice. From the partial payment computed each month, there shall be deducted all previous partial fee payments made to the CONSULTANT.
2. If, prior to the satisfactory completion of the services under this Contract, the total of the direct and indirect costs incurred and the portion of the fixed fee completed by the

CONSULTANT is within ten percent (10%) of the maximum amount payable, the CONSULTANT shall notify INDOT and the status will be evaluated.

3. It is the policy of INDOT that Project Representatives and/or Inspectors are on the construction site whenever the Contractor is engaged in any activity requiring inspection or testing concurrent with the construction or activity.
4. 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. Should this become necessary; overtime premium may be paid on this project according to the overtime rates in the table under paragraph 2 of this Appendix "D" for all hours worked on this project by the Project Representatives and Inspectors over 40 hours per week.

EXHIBIT "A"

INSPECTION FEE JUSTIFICATION
MANHOURS BY CLASSIFICATION

OWNER: City of Bloomington, Indiana

DESCRIPTION: Contract R-44765
West 2nd Street Modernization and Safety Improvements

LETTING: May 7, 2025 Anticipated

NOTICE TO PROCEED: June 7, 2025 Anticipated

CONTRACT COMPLETION DATE: September 18, 2026 Anticipated

PRECONSTRUCTION ACTIVITIES:	6/2/2025	to	6/13/2025	=	2.00 weeks
UTILITY COORDINATION ACTIVITIES:	6/16/2025	to	7/25/2025		6.00 weeks
CONSTRUCTION ACTIVITIES:	7/28/2025	to	9/18/2026	=	60.00 weeks
POST CONSTRUCTION ACTIVITIES:	9/21/2026	to	2/5/2027	=	<u>20.00 weeks</u>
					88.00 weeks

The following pages (manhour justification and fee estimate) are based on the above construction schedule. Any delay or extension in the construction that significantly extends the completion date shown above may require an extension to this Agreement and an increase in the estimated fees.

EXHIBIT "A"

LABOR**PROJECT ENGINEER/MANAGER:**

Regular time:	88 weeks	@	1 hours/week	=	88 hours
PROJECT ENGINEER/MANAGER REGULAR HOURS					= 88 hours

RESIDENT PROJECT REPRESENTATIVE:**Utility Coordination Activities**

Regular Time:	6 weeks	@	10 hours/week	=	60 hours
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Preconstruction Activities:

Regular Time:	2 weeks	@	40 hours/week	=	80 hours
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Construction Activities:

Regular Time:	60 weeks	@	40 hours/week	=	2,400 hours
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Overtime (assume 20%)	2,400	@	20%	=	480 hours
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Post-Construction Activities:

Regular Time:	20 weeks	@	20 hours/week	=	400 hours
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RESIDENT PROJECT REPRESENTATIVE TOTAL REGULAR HOURS	=	2,940 hours
RESIDENT PROJECT REPRESENTATIVE TOTAL OVERTIME HOURS	=	480 hours

CONSTRUCTION INSPECTOR(S):**Preconstruction Activities: (assume 0 inspector(s) needed):**

Regular Time:	2 weeks	@	- hours/week	=	- hours
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Construction Activities: (assume 1 inspector(s) needed):

Regular Time:	18 weeks	@	40 hours/week	=	720 hours
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Overtime (assume 20%)	720	@	20%	=	144 hours
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Post-Construction Activities:

Regular Time:	- weeks	@	40 hours/week	=	- hours
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CONSTRUCTION INPSECTOR(S) TOTAL REGULAR HOURS	=	720 hours
CONSTRUCTION INPSECTOR(S) TOTAL OVERTIME HOURS	=	144 hours

EXHIBIT "A"

INTERN(S):

Construction Activities:

Regular Time:	-	weeks	@	40	hours/week	=	-	hours
Overtime (assume 10%)	-		@	10%		=	-	hours

Post-Construction Activities:

Regular Time:	-	weeks	@	40	hours/week	=	-	hours
INTERN(S) TOTAL REGULAR HOURS						=	-	hours
INTERN(S) TOTAL OVERTIME HOURS						=	-	hours

EXPENSES

Mileage:								
Project Engineer/Manager	88	weeks	@	50	miles/week	=	4,400	miles
Resident Project Representative	88	weeks	@	250	miles/week	=	22,000	miles
Inspector(s)	18	weeks	@	250	miles/week	=	4,500	miles
Intern(s)	-	weeks	@	250	miles/week	=	-	miles
TOTAL MILEAGE						=	30,900	miles

EXHIBIT "A"

INSPECTION FEE SUMMARY
CONSTRUCTION INSPECTION SERVICES

CLIENT: City of Bloomington, Indiana

DESCRIPTION: Contract R-44765
West 2nd Street Modernization and Safety Improvements

	<u>Rate</u>	<u>Units</u>	<u>Fee</u>
Project Engineer/Manager	\$ 211.10	88	\$ 18,576.80
Resident Project Representative (Regular)	\$ 171.95	2,940	\$ 505,533.00
Resident Project Representative (Overtime)	\$ 197.74	480	\$ 94,916.40
Inspector(s) (Regular)	\$ 123.69	720	\$ 89,056.80
Inspector(s) (Overtime)	\$ 142.24	144	\$ 20,483.06
Intern(s) (Regular)	\$ 69.39	-	\$ -
Intern(s) (Overtime)	\$ 79.80	-	\$ -
Mileage	\$ 0.490	30,900	\$ 15,141.00
TOTAL INSPECTION FEE			<u>\$ 743,707.06</u>
American Structurepoint, Inc. (93%) =			\$ 691,647.57
DB Engineering (DBE) (7%) =			\$ 52,059.49

American Structurepoint, Inc.
January 29, 2025

Escalated Billing Rate Calculation

Wage Rates - Escalated				
	10/29/2024 Certified Pay Rates			
	7/1/24 thru 6/30/25	7/1/25 thru 6/30/26	7/1/26 thru 6/30/27	7/1/27 thru 6/30/28
Annual Increase Avg.		3.90%	3.90%	3.90%
Classification				
Construction Inspector	37.68	39.15	40.68	42.27
Interns and Co-ops	21.14	21.96	22.82	23.71
Project Engineer	64.31	66.82	69.43	72.14
Resident Project Representative	52.39	54.43	56.55	58.76
Provisional Audited				
Overhead Rate:	187.89%	187.89%	187.89%	187.89%
Overhead Amount				
Construction Inspector	70.80	73.56	76.43	79.42
Interns and Co-ops	39.72	41.26	42.88	44.55
Project Engineer	120.83	125.55	130.45	135.54
Resident Project Representative	98.44	102.27	106.25	110.40
Profit (Fixed Fee) %	9.20%	9.20%	9.20%	9.20%
Fixed Fee Amount				
Construction Inspector	9.98	10.37	10.77	11.20
Interns and Co-ops	5.60	5.82	6.04	6.28
Project Engineer	17.03	17.70	18.39	19.11
Resident Project Representative	13.88	14.42	14.98	15.56
Cost of Money	0.85%	0.85%	0.85%	0.85%
COM Amount				
Construction Inspector	0.32	0.33	0.35	0.36
Interns and Co-ops	0.18	0.19	0.19	0.20
Project Engineer	0.55	0.57	0.59	0.61
Resident Project Representative	0.45	0.46	0.48	0.50
Escalated Billing Rate				
Construction Inspector	118.78	123.41	128.23	133.25
Interns and Co-ops	66.64	69.23	71.93	74.74
Project Engineer	202.72	210.64	218.86	227.40
Resident Project Representative	165.16	171.58	178.26	185.22

American Structurepoint, Inc.
January 29, 2025
2023 Year of Indirect Cost Submission
10/29/2024 Certified Payroll

Escalation Percent:	3.90%
Overhead Percent:	187.89%
Profit Percent:	9.20%
Cost of Money Percent:	0.85%

Wage Rates - Escalated				
	7/1/24 thru 6/30/25	7/1/25 thru 6/30/26	7/1/26 thru 6/30/27	7/1/27 thru 6/30/28
Classifications:				
Construction Inspector	118.78	123.41	128.23	133.25
Interns and Co-ops	66.64	69.23	71.93	74.74
Project Engineer	202.72	210.64	218.86	227.40
Resident Project Representative	165.16	171.58	178.26	185.22

WEIGHTED AVERAGE CALCULATION:					Weighted Average
	% Work by Year				100.00%
	15.00%	65.00%	20.00%	0.00%	
Construction Inspector	\$ 17.82	\$ 80.22	\$ 25.65	\$ -	\$ 123.69
Interns and Co-ops	\$ 10.00	\$ 45.00	\$ 14.39	\$ -	\$ 69.39
Project Engineer	\$ 30.41	\$ 136.92	\$ 43.77	\$ -	\$ 211.10
Resident Project Representative	\$ 24.77	\$ 111.53	\$ 35.65	\$ -	\$ 171.95



Board of Public Works Staff Report

Project/Event: Poplars Redevelopment
Staff Representative: Kyle Baugh
Petitioner/Representative: Dylan Rauch – F.A. Wilhelm
Date: February 10th, 2025

Report:

F.A. Wilhelm is requesting approval for protected bike lane closures, sidewalk closures, and an alley closure as part of the second phase of the Poplars Redevelopment project at 400 E 7th St. The proposed changes include:

- Protected Bike Lane Closure: The two-way protected bike lanes on E 7th St. will be closed between N Grant St. and N Dunn St. Bicycle traffic will be rerouted into the adjacent travel lanes.
- Sidewalk Closure: The sidewalk on the north side of the property will remain closed, with pedestrian traffic routed to the sidewalk on the north side of E 7th St. between N Grant St. and N Dunn St.
- Alley Closure: The east-west alley on the south side of the property, between N Grant St. and N Dunn St., will be closed.

The requested closures would be in place from February 17, 2025, through November 21, 2025.

The bike lane closure is necessary to accommodate a crane on-site for construction. Several alternative locations were considered, including N Grant St., N Dunn St., and the Indiana University parking garage, but all were ultimately deemed more problematic than E 7th St.

City staff met with Bloomington Transit and the City of Bloomington Bicycle & Pedestrian Coordinator to evaluate options for managing the closure. Two primary alternatives were considered:

1. Option 1 – Dedicated Bike Lane & Vehicle Detour:
 - Convert the existing eastbound travel lane on E 7th St. into a bike-only lane.
 - Detour eastbound vehicle traffic onto Grant St., E 6th St., and Indiana Ave.
 - This option posed challenges, including:
 - Reduced clearance for turn movements.
 - Proximity to the Kirkwood outdoor dining closure.
 - Disruptions to Bloomington Transit routes.
 - Increased travel distances for transit riders accessing alternate stops.

2. Option 2 – Bike Lane Diversion (Recommended Approach):

- Merge the protected bike lanes into the adjacent travel lanes at designated diversion points.
- This approach minimizes disruptions to Bloomington Transit service, reduces vehicle detours onto E 6th St., and simplifies coordination efforts for temporary traffic control.

Material deliveries are expected to take place intermittently throughout this phase of the project and are expected to take place at the construction entrances on either N Grant St. or N Dunn St. and will not take place on E 7th St. The request does not include sidewalk or parking closures on N Dunn St. or N Grant St.

City staff will conduct regular inspections throughout the closure period to ensure that traffic control measures are acceptable.



Board of Public Works Staff Report

Project/Event:	Approve Lane and Sidewalk Closure for Crown Castle Fiber at 6 Locations
Staff Representative:	Alex Gray
Petitioner/Representative:	Curtis McDiffitt, GPD Group; Ryan Ziss, Crown Castle
Date:	February 10 th , 2025

Report: Crown Castle Fiber is requesting lane and sidewalk closures in 6 locations in Bloomington for aerial and underground fiber optic cable installation. The 6 locations and the type of closures required are listed below:

- **Location 1: S Old State Rd 37 at E Rhorer Rd** - east side of Old State Rd 37, south to the intersection, and along north side of E Rhorer Rd: underground to aerial connection; estimated to take a few days up to a week and will include a sidewalk/path closure and a potential lane closure at the location
- **Location 2: S Walnut St Pike into S Henderson St between E Heather Dr. and E Winslow Rd**, along the east side of S Walnut St Pike: aerial work; estimated to take 4 weeks to complete and will include a lane closure at the location
- **Location 3: S Henderson St between E Winslow Rd and E Miller Dr.**, on east side of S Henderson St before crossing E Winslow Rd and then crossing to the west side of S Henderson St before crossing E Miller Dr. and back across S Henderson St to the east to follow on the north side of E Miller Dr.: aerial and underground work and will include lane and sidewalk closures and is estimated to take about 4 weeks to complete
- **Location 4: N Woodlawn Ave between E 10th St and E Cottage Grove Ave**, west side of N Woodlawn Ave to the intersection before crossing to follow south side of E Cottage Grove Ave: underground work and estimated to take a week to complete and will include a lane and sidewalk closure
- **Location 5: E 10th St just east of N Campbell St**, north side of E 10th St: underground work, includes a sidewalk and lane closure and will take less than a week
- **Location 6: E 17th St at David Baker Ave**, south side of E 17th St: underground work, includes a lane closure and will take less than a week

In total, the work is expected to take about 3 months to complete with work beginning after the Board of Public Works meeting, upon approval of the issued permit, and continuing into May 2025.

Crown Castle Fiber has been advised to avoid pick-up and drop-off times for South High School when working in that area as to not disrupt bus traffic.

RETAINED BY THE GENERAL CONTRACTOR.

• SUE IMPACT SCORE HAS BEEN CALCULATED USING DATA COLLECTED PER AISC 38-22 SUE QUALITY LEVEL C. CONTRACTOR SHALL VERIFY THE COMPLETENESS OF THE INFORMATION PROVIDED AND TAKE THE NECESSARY STEPS TO COMPLY WITH THE NOTES AND PROCEDURES OF CROWN CASTLE'S UTILITY AVOIDANCE STANDARD.

SHEET NUMBER
T-2

REVIEWS				
REV.	DATE	DESCRIPTION	INITIALS	
A	06/10/24	ISSUED FOR REVIEW	CJM	
B	07/12/24	REVISED NOTES	CED	
C	08/29/24	REVISED PER CLIENT	CJM	
D	10/11/24	REVISED PER CLIENT	CJM	
E	01/15/24	REVISED PER JDX	CJM	
NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET				

OPERATORS WITHIN CONSTRUCTION AREA (P-8 TO P-10)						
(ONE-CALL DESIGN TICKET # 240315407/240315417/2403154208 & ONE-CALL LOCATE TICKET # 24031704502/031704569/2403170458)						
OPERATOR	HIGH PRIORITY UTILITIES?	ONE-CALL SUBMISSION (date)	ONE-CALL SECOND NOTICE (date)	POSITIVE RESPONSE (date)	CONTACT INFORMATION	UTILITY WITHIN TOLERANCE ZONE (#64")
AT&T DISTRIBUTION	YES		N/A	PENDING	ATT INDIANA UTILITY COORDINATION g098710@att.com	YES
BLOOMINGTON ITS FIBER	NO		4/5/24	PENDING		YES
BLOOMINGTON TRAFFIC DIVISION	NO		4/5/24	PENDING		NO
BLOOMINGTON UTILITIES	NO	3/15/2024	N/A	4/2/24	JAMES HALL (812)349-3657 hallj@bloomington.in.gov 100 S MILL CREEK RD BLOOMINGTON, IN 47401	YES
CENTERPOINT ENERGY SOUTH	NO		N/A	4/2/24	JOHN EASHAM (765)287-2119 publicprotection@centerpointenergy.com 100 W WASHINGTON ST MUNCIE, IN 47302	TBD
COMCAST CABLE	NO		4/5/24	PENDING		YES
DUKE ENERGY	NO		4/5/24	PENDING	BOB MCDUFFY (317)776-5320 del-dline-coord@duke-energy.com 100 S MILL CREEK RD BLOOMINGTON, IN 47401	YES
SMITHVILLE TELEPHONE	NO		N/A	4/10/24	BROAD HUDOFF (812)935-2423 broadh@smithvilletholite.com 100 S MILL CREEK RD ELLETTSVILLE, IN 47429	YES
SUBSURFACE UTILITY ENGINEERING (SUE) UTILITY IMPACT SCORE: 2.2*						
* SUE IMPACT SCORE HAS BEEN CALCULATED USING DATA COLLECTED PER ASCE 38-22 SUE QUALITY LEVEL C. CONTRACTOR SHALL VERIFY THE COMPLETENESS OF THE INFORMATION PROVIDED AND TAKE THE NECESSARY STEPS TO COMPLY WITH THE NOTES AND PROCEDURES OF CROWN CASTLE'S UTILITY AVOIDANCE STANDARD.						



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REVISIONS		DESCRIPTION	DATE
A	06/10/24	ISSUED FOR REVIEW	CJM
B	07/12/24	REVISED NOTES	CED
C	08/29/24	REVISED PER CLIENT	CJM
D	10/11/24	REVISED PER CLIENT	CJM
E	01/15/24	REVISED PER JOX	CJM
NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET			

WS BLOOMINGTON DT
SMALL CELL FIBER PROJECT
CITY OF BLOOMINGTON, IN 47401
MONROE COUNTY

SHEET TITLE
GENERAL CONTRACTOR
UNDERGROUND UTILITY
NOTES

SHEET NUMBER
T-4

OPERATORS WITHIN CONSTRUCTION AREA (P-11)						
(ONE-CALL DESIGN TICKET # 2403754389/2403754342 & ONE-CALL LOCATE TICKET # 240370861/240370468)						
OPERATOR	HIGH PRIORITY UTILITIES?	ONE-CALL SUBMISSION (date)	ONE-CALL SECOND NOTICE (date)	POSITIVE RESPONSE (date)	CONTACT INFORMATION	UTILITY WITHIN TOLERANCE ZONE (364') UTILITY WITHIN BUFFER ZONE (±136')
AT&T DISTRIBUTION	YES		4/5/24	PENDING	ATT INDIANA UTILITY COORDINATION g09871@att.com	YES YES
AT&T TRANSMISSION	YES		N/A	4/2/24	ATT INDIANA UTILITY COORDINATION g09871@att.com	NO NO
BLOOMINGTON TRAFFIC DIVISION	NO		4/5/24	PENDING	PENDING	NO NO
BLOOMINGTON UTILITIES	NO		N/A	4/2/24	JAMES HALL (812)349-4457 hallj@bloomington.in.gov 600 E. MILLER DRIVE BLOOMINGTON, IN 47401	YES YES
CENTERPOINT ENERGY SOUTH	NO		N/A	4/2/24	JOHN EASTHAM (765)287-2119 publicproject@centerpointenergy.com 600 W. WALNUT GROVE BLOOMINGTON, IN 47405	NO NO
COMCAST CABLE	NO	3/15/2024	4/5/24	PENDING	PENDING	YES YES
CROWN CASTLE	NO		N/A	4/2/24	FIBER DIG TEAM (888)545-4545 fiber.dig@vercaste.com 1500 CORPORATE DR CANONSBURG, PA 15317	NO NO
DUKE ENERGY	NO		4/5/24	PENDING	dai-dlira-coord@duke-energy.com 100 MILL CREEK RD NORTH ANDERSON, IN 47402 (317)776-5320	YES YES
EVERSTREAM, LLC	NO		N/A	3/22/24	EVERSTREAM LLC UTILITY REVIEW utilityreview@everstreamet 342 MASSACHUSETTS AVE SUITE203 INDIANAPOLIS, IN 46237	NO NO
INDIANA UNIVERSITY	NO		4/5/24	PENDING	MARK MENEFEE mmenefee@indiana.edu 820 N. WALNUT GROVE BLOOMINGTON, IN 47405	NO NO
SUBSURFACE UTILITY ENGINEERING (SUE) UTILITY IMPACT SCORE: 2.5*						
* SUE IMPACT SCORE HAS BEEN CALCULATED USING DATA COLLECTED PER ASCE 38-22 SUE QUALITY LEVEL C. CONTRACTOR SHALL VERIFY THE COMPLETENESS OF THE INFORMATION PROVIDED AND TAKE THE NECESSARY STEPS TO COMPLY WITH THE NOTES AND PROCEDURES OF CROWN CASTLE'S UTILITY AVOIDANCE STANDARD.						



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REV.	DATE	DESCRIPTION	REVISED
A	06/10/24	ISSUED FOR REVIEW	CJM
B	07/12/24	REVISED NODES	CED
C	08/29/24	REVISED PER CLIENT	CJM
D	10/11/24	REVISED PER CLIENT	CJM
E	01/15/24	REVISED PER JDX	CJM
NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET			

WS BLOOMINGTON DT
SMALL CELL FIBER PROJECT
CITY OF BLOOMINGTON, IN 47401
MONROE COUNTY

SHEET TITLE
GENERAL CONTRACTOR
UNDERGROUND UTILITY
NOTES

SHEET NUMBER
T-5

OPERATORS WITHIN CONSTRUCTION AREA (P-13)						
(ONE-CALL DESIGN TICKET # 2403152979 & ONE-CALL LOCATE TICKET # 2403170437)						
OPERATOR	HIGH PRIORITY UTILITIES?	ONE-CALL SUBMISSION (date)	ONE-CALL SECOND NOTICE (date)	POSITIVE RESPONSE (date)	CONTACT INFORMATION	UTILITY WITHIN TOLERANCE ZONE (#64")
AT&T DISTRIBUTION	YES		N/A	PENDING	ATT INDIANA UTILITY COORDINATION g09871@att.com	YES
BLOOMINGTON TRAFFIC DIVISION	NO		4/5/24	PENDING		NO
BLOOMINGTON UTILITIES	NO		N/A	4/2/24	JAMES HILL (812) 544-5857 hillj@bloomington.in.gov 600 E. MILLER DRIVE BLOOMINGTON, IN 47401	YES
CENTERPOINT ENERGY SOUTH	NO		N/A	4/2/24	JOHN EASTMAN (765) 287-2119 publicproject@centerpointenergy.com 100 E. MAIN STREET MUNCIE, IN 47302	NO
COMCAST CABLE	NO	3/15/2024	4/5/24	PENDING		YES
CROWN CASTLE	NO		N/A	4/2/24	FIBER DIG TEAM 2 (888) 422-2222 fiber.dig@crowncastle.com 1500 CORPORATE DR CANNONBURG, IN 47537	NO
DUKE ENERGY	NO		4/5/24	PENDING	de-dline-coord@duke-energy.com (317) 778-5320 100 E. MAIN STREET NOBLESVILLE, IN 46062	NO
HOOSIER NETWORKS, LLC	NO		N/A	4/2/24		NO
INDIANA UNIVERSITY	NO		4/5/24	PENDING	MARK MENEFEE mmenefee@indiana.edu 820 N. WALNUT GROVE BLOOMINGTON, IN 47405	NO
SMITHVILLE TELEPHONE	NO		N/A	4/10/24	BRAD HUDOLF (812) 935-2443 brad.hudolf@smithville.com 1600 W. TEMPERANCE ST. ELLETTSVILLE, IN 47429	NO
SUBSURFACE UTILITY ENGINEERING (SUE) UTILITY IMPACT SCORE: 2.0*						
* SUE IMPACT SCORE HAS BEEN CALCULATED USING DATA COLLECTED PER ASCE 38-22 SUE QUALITY LEVEL C. CONTRACTOR SHALL VERIFY THE COMPLETENESS OF THE INFORMATION PROVIDED AND TAKE THE NECESSARY STEPS TO COMPLY WITH THE NOTES AND PROCEDURES OF CROWN CASTLE'S UTILITY AVOIDANCE STANDARD.						



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REVIEWS		REVISIONS
REV.	DATE	DESCRIPTION
A	06/10/24	ISSUED FOR REVIEW C/M
B	07/12/24	REVISED NOTES CED
C	08/29/24	REVISED PER CLIENT C/M
D	10/11/24	REVISED PER CLIENT C/M
E	01/15/24	REVISED PER IDK C/M
NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET		

WS BLOOMINGTON DT
SMALL CELL FIBER PROJECT
CITY OF BLOOMINGTON, IN 47401
MONROE COUNTY

SHEET TITLE

GENERAL CONTRACTOR
UNDERGROUND UTILITY
NOTES

SHEET NUMBER

T-7

CONSTRUCTION NOTES

1. THE ENCLOSED DESIGN WAS CREATED UTILIZING STATE LIDAR DATA, PREVIOUS LAND SURVEYS AND BY REFERENCING CROSS-REFERENCE OF EXISTING UTILITY RECORDS. THIS INFORMATION IS NOT TO BE CONSIDERED ABSOLUTE AS CONTRACTOR AND/OR ITS SUBCONTRACTOR SHOULD FURTHER VERIFY THESE UTILITIES USING ANY AND ALL METHODS AND INSTRUMENTS AVAILABLE IF / WHEN NECESSARY.
2. EVERY EFFORT HAS BEEN MADE TO ACCURATELY DEPICT ANY AND ALL RIGHT OF WAY LINES AND UTILITY EXEMEMT INFORMATION. HOWEVER, THIS DOCUMENT IS TO NOT BE INTERPRETED AS A LAND SURVEY OF THE RIGHT OF WAY OR CONTRACTOR'S RESPONSIBILITY FOR LOCATING ALL UTILITIES 48 HOURS PRIOR TO CONSTRUCTION ACTIVITY.
3. ALL BURIED OBSTRUCTIONS KNOWN BY GPD ARE SHOWN ON THE CONSTRUCTION DRAWINGS. ANY AND ALL OTHERS ENCOUNTERED DURING CONSTRUCTION ARE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND PROTECT.
4. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES 48 HOURS PRIOR TO CONSTRUCTION ACTIVITY.
5. SHORING MAY BE REQUIRED AND SHALL COMPLY TO O.S.H.A. STANDARDS.
6. ALL BURIED CONDUIT/CABLE WILL BE PLACED AT 36" MINIMUM COVER UNLESS SPECIFIED OR OTHERWISE NOTED ON DRAWINGS.
7. ANY AND ALL UNDERPAVEMENTS, IF DAMAGED, SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION. THIS INCLUDES BUT IS NOT LIMITED TO: ASPHALT, CONCRETE, PAVEMENT, CURBS, GUTTERS, SIDEWALKS, DRAINAGE DITCHES, EMBANKMENTS, SHURDS, TREES, GRASS, SOD, ETC..
8. ALL FIBER INSTALLATIONS SHALL OBSERVE A MINIMUM DYNAMIC BEND RADIUS OF 20X THE CABLE DIAMETER FOR ALL GPD FIBER SHEATHS AND 15X THE CABLE DIAMETER FOR ALL ISP FIBER SHEATHS. ADDITIONALLY, ALL INSTALLATIONS SHALL BE SECURED TO THE UNDERPAVEMENT OR GROUND SURFACE WITH STRAPS OR CABLE TIES. THE BEND RADIUS FOR THE CABLE DIAMETER FOR ALL ISP FIBER SHEATHS. IF THE MANUFACTURER'S SPECIFICATIONS FOR BEND RADIUS ARE GREATER, THEN THEY SHALL BE FOLLOWED.
9. ALL NEW METALLIC AERIAL STRAND SHALL BE BONDED/GROUNDED (PREFERABLY TO THE POWER COMPANY NEUTRAL) PER LOCAL REQUIREMENTS. AT A MINIMUM, THE BONDING/GROUNDING PATTERN SHALL BE THE FIRST AND LAST POLE AND THE POLES OF EITHER SIDE OF THE LINE. ALL NEW METALLIC AERIAL STRAND SHALL BE BONDED/GROUNDED AND THE PATTERN SHOULD CONTINUE EVERY TENTH POLE FROM THAT STARTING POINT.
10. ALL AERIAL FIBER OPTIC CABLES SHALL BE SECURELY LASHED TO AERIAL STRAND BY METHOD OF MECHANICAL LASHING CHARGE OR APPROVED EQUAL.
11. ALL FIBER OPTIC CABLES INSTALLED BELOW GRADE SHALL BE OF AN ARMORED VARIETY WITH METALLIC INNER SHEATH, OR BE PLACED WITH A METALLIC LOCATING WIRE TO FACILITATE FUTURE LOCATING SERVICES.
12. ALL CONDUIT OR DUCT CONSTRUCTION SHALL INCLUDE THE PLACEMENT OF PULLING TAPE OF SUFFICIENT SIZE AND GRADE TO FACILITATE THE INSTALLATION OF THE SPECIFIED FIBER TYPE THROUGH CONDUIT BEING UTILIZED (LETUNE USE TO BE APPROVED BY CLIENT).
13. ALL FUSION SPLICING SHALL BE COMPLETED BY A QUALIFIED FIBER SPLICER IN A CLEAN TEMPERATURE CONTROLLED ENVIRONMENT. FIBER SPLICING SHALL BE TOOLLED OR DESIGNED FOR THE PURPOSE OF FUSION SPLICING FIBER OPTIC CABLES IN A FIELD ENVIRONMENT.
14. CONTRACTORS SHALL BE RESPONSIBLE FOR ANY AND ALL CORRECTIONS TO WORK IDENTIFIED AS UNACCEPTABLE BY CLIENT, ENGINEER, OR INSPECTOR, DURING SITE INSPECTION ACTIVITIES AND/OR AS A RESULT OF TESTING.
15. CONTRACTOR SHALL KEEP THE SITE FREE FROM ACCUMULATING WASTE MATERIAL, DEBRIS, AND TRASH AT THE COMPLETION OF THE WORK. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL REMAINING RUBBERISH, IMPLEMENTS, TEMPORARY FURNISHES, AND SUPPLIES MATERIALS. CONTRACTOR TO RETURN SITE TO PREVIOUS OR BETTER CONDITION.
16. DRAWINGS ARE INTENDED TO SHOW DESIGN INTENT. CONTRACTOR SHALL PROVIDE MATERIALS AND LABOR AS REQUIRED TO CONSTRUCT THE PROJECT. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS. ANY WORKS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS. SUCH MODIFICATIONS SHALL BE INCLUDED IN THE WORK.
17. CONTRACTOR SHALL WORK WITH CLIENT TO IDENTIFY ALL CONTRACTOR SUPPLIED MATERIALS TO CONSTRUCT NETWORK PER SPECIFICATIONS.
18. THE CONTRACTOR SHALL TAKE CARE IN LOCATING ALL APPROPRIATE BORING PIT LOCATIONS IN ORDER TO AVOID DAMAGE TO EXISTING UTILITIES, RESTORATION AND SITE DISRUPTIONS. CONTRACTOR IS RESPONSIBLE FOR REPAIRING ALL DISTURBED PAVEMENT.
19. CONTRACTORS SHALL MAINTAIN PERFORMANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL.
20. SEEDING AND MULCHING OF THE SITE SHALL BE ACCOMPLISHED AS SOON AS POSSIBLE AFTER COMPLETION OF GROUND DISTURBING WORK. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND MAINTAINING AN ADEQUATE COVER OF VEGETATION OF THE SITE FOR A ONE-YEAR PERIOD.
21. CLEARING OF VEGETATION OF THE SITE SHALL BE HELD TO A MINIMUM. ONLY THOSE NECESSARY FOR CONSTRUCTION SHALL BE REMOVED. CONTRACTOR SHALL MAINTAIN PROPERLY THE REMOVED VEGETATION. CONTRACTOR SHALL REMOVE ANY TREE REMOVAL REQUIRED FOR THE PROJECT INSTALLATION SHALL BE REVIEWED AND APPROVED BY CROWN CASTLE AND AUTHORITY HAVING JURISDICTION PRIOR TO THEIR REMOVAL.
- MATERIALS**
- CONTRACTOR SHALL FURNISH AND PLACE ALL MATERIALS REQUIRED FOR THE COMPLETE PERFORMANCE OF THE WORK EXCEPT FOR MATERIALS PROVIDED BY CROWN CASTLE.
- CONTRACTOR SHALL RECEIVE CROWN CASTLE FURNISHED MATERIAL AT THE LOCATION DEEMED NECESSARY BY CROWN CASTLE.
- THE RECEIPT OF ALL MATERIALS SHALL BE CONSTRUED AS CONCLUSIVE EVIDENCE THAT THE CONTRACTOR HAS MADE ALL NECESSARY EXAMINATION AND INSPECTIONS, AND IS SATISFIED AS TO THE QUALITY AND QUANTITY OF MATERIALS RECEIVED. ANY AND ALL MATERIALS THAT MAY BECOME LOST, STOLEN OR DAMAGED SHALL BE REPLACED BY THE CONTRACTOR AT HIS SOLE EXPENSE, AND ANY DELAY INCURRED SHALL NOT BE CAUSE FOR AN EXTENSION IN TIME.
- CONTRACTOR IS RESPONSIBLE FOR ALL SECURITY REQUIRED TO PROTECT THEIR WAREHOUSE, LAYDOWN, AND STAGING AREAS. SECURITY SHALL ALSO INCLUDE TRAFFIC CONTROL WHERE REQUIRED INCLUDING THE USE OF OFF DUTY POLICE OFFICERS.
- GAS / NATURAL GAS LEAK DETECTION**
- CONTRACTORS AND SUB-CONTRACTORS MUST USE EXTREME CAUTION WHEN THERE IS THE POTENTIAL FOR GAS / NATURAL GAS LINES TO BE LOCATED WITHIN / ADJACENT TO / OR CROSSING THE PROJECT WORK LIMITS AND ALONG A RIGHT-OF-WAY. CONTRACTORS SHALL BE RESPONSIBLE FOR IDENTIFYING ALL POTENTIAL GAS LINES AND FOR THE PROTECTION EXERCISED BY ALL A HANDHELD SNIFFER / DETECTOR MUST BE UTILIZED BY THE CONTRACTOR AT ALL TIMES DURING OPERATIONS. THIS HANDHELD DEVICE SHALL BE USED AT ALL POT-HOLE LOCATIONS AS WELL AS AT THE ENTRY AND EXIT POINTS.

CONSTRUCTION NOTES (CONT.)

- PERSONNEL SHALL BE ON THE LOOKOUT FOR LEAK INDICATORS SUCH AS:
- UNUSUAL SOUNDS SUCH AS WHISTLING, HISsing OR ROARING
 - UNUSUAL SMELLS SUCH AS SULFUR, NATURAL GAS, OR OTHERS
 - UNUSUAL VIBRATIONS
 - ALARMS FROM LEAK DETECTION DEVICE.
- IF A GAS LINE IS HIT/DAMAGED THERE IS THE POTENTIAL FOR GAS TO TRAVEL ALONG THE BORE PATH, THUS EXPOSING MORE PEOPLE, BUILDINGS AND PROPERTY TO THE DANGERS OF FIRE AND EXPLOSION.
- IF A LEAK IS DETECTED, OPERATIONS MUST HALT IMMEDIATELY AND EVACUATIONS MUST COMMENCE, THEN FROM A SAFE LOCATION CALLING EMERGENCY PERSONAL INCLUDING 911, AND THE UTILITY COMPANY. IF USING A CELL PHONE OR RADIO, YOU MUST MOVE AWAY FROM THE AREA WHERE THERE MIGHT BE GAS BEFORE CALLING TO AVOID SETTING OFF AN EXPLOSION.
- THIS SECTION CONSISTS OF CROWN CASTLES TYPICAL DESIGN STANDARDS FOR AERIAL CONSTRUCTION. THIS SECTION AND RELATED DRAWINGS ARE MEANT TO PROVIDE DESIGN GUIDELINES TO DESIGN PROFESSIONALS AND CONSTRUCTION INDUSTRY.
- AERIAL LASHING GUIDELINES**
- ALL AERIAL TOWER/WARE SHALL BE (CLASS A GALVANIZED) OR STRONGER GALVANIZED STEEL.
 - ALL PORTS, PORTALS, HANDWAYS INCLUDING BUT NOT LIMITED TO STRAND, STRAND HAWKS, ANCHORS, POLES, LASHING, CRAWLING WIRE, CROWN WIRE, SPOULGES, FIBER GUARD, GUY GUARD, ETC. IS SUPPLIED BY THE CONSTRUCTION VENDOR.
- AERIAL STRAND GUIDELINES**
- STRAND SHALL BE A MINIMUM OF 6.6M EHS (CLASS A GALVANIZED) OR STRONGER AS REQUIRED BY THE NESC OR LOCAL AGENCY. STRAND SHALL BE DESIGNED TO SUPPORT FUTURE OVER LASH OF TWO ADDITIONAL 28R COUNT SINGLE AND SHALL DESIGN THE STRAND CAPACITY TO SUPPORT FUTURE OVER LASH OF TWO ADDITIONAL 28R COUNT SINGLE FIBER OPTIC CABLES. IN ADDITION, A SAFETY FACTOR SHALL BE INCORPORATED IN THE DESIGN, WITH AERIAL SPANS NOT EXCEEDING 100 FEET. STRAND SHALL BE DESIGNED TO SUPPORT A MINIMUM OF 100 LBS PER LINEAL FOOT OF WEIGHT ON THE APPROPRIATE STORM LOAD DISTRICT. SEE NESC RULE 2B12 FOR ADDITIONAL INFORMATION.
 - STRAND SHALL BE SAGGED AND TENSIONED IN ACCORDANCE WITH APPROPRIATE CODE, UTILITY AGREEMENTS, AND STANDARDS. TENSION SHALL BE TAKEN INTO ACCOUNT LOADING, SPAN LENGTH, AND AMBIENT TEMPERATURE AT TIME OF PLACEMENT.
 - LASHING GUIDELINES
 - ALL FIBER OPTIC CABLES SHALL BE DOUBLE LASHED, USING A MINIMUM OF 0.045 TYPE 430 STAINLESS STEEL LASHING WIRE OR GREATER AS REQUIRED.
 - ALL LASHING SHALL BE TERMINATED WITH LASHING WIRE CLAMPS WITH THE MESSENGER CABLE.
 - DOWN GUY & ANCHOR GUIDELINES
 - ALL DOWN GUY SHALL HAVE A MINIMUM OF 8 FT OF YELLOW DOWN GUY MARKER INSTALLED ON THE DOWN GUY STRAIL.
 - ALL ANCHORS SHALL BE SCREW TYPE ANCHORS, AND PLACEMENT, SIZE, AND DETAILS OF THE ANCHORS SHALL BE DETERMINED BY THE DESIGN ENGINEER. ANCHORS THAT ARE NOT HELICAL MUST BE DISTRICT APPROVED, I.E. ROCK OR POLE ANCHORS.
- RESEDER GUIDELINES**
- ALL RESEDER SHALL BE PROTECTED WITH A PVC U-GUARD FROM 1 FOOT BELOW GRADE TO A MINIMUM OF 2 FEET BELOW THE STRAND.
 - ALL RESEDER SHALL BE PLACED ON THE OPPOSITE SIDE OF TRAVEL (VEHICULAR) WHEN AVAILABLE.
 - U-GUARD BEST PRACTICE IS TO USE APPROPRIATE SIZE BASED ON THE RISER AND PROPERLY SUPPORTED
 - U-GUARD TOPS SHALL BE COVERED TO PREVENT ANIMAL INFESTATION.
- NEW POLE GUIDELINES**
- IF NEW POLES ARE DESIGNATED TO BE PLACED AS PART OF THE DESIGN, THE POLES ARE DETERMINED BY THE AEE AND MUNICIPAL REQUIREMENTS WITH A MINIMUM OF CLASS 4 POLES.
- CABLE TAGS (CROWN CASTLE)**
- ALL CABLE TAGS SHALL INCLUDE THE CROWN CASTLE NAME AND NETWORK NOC PHONE NUMBER
 - 1-850-931-FIBER (34237)
- JURISDICTION AND POLE OWNER TAG REQUIREMENTS SHALL ALSO BE MET BASED ON THE MARKET.

WORK SITE SAFETY

1. CONSTRUCTION WORK PRESENTS UNIQUE THREATS TO HEALTH AND SAFETY. THE CROWN CASTLE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A SAFE WORK SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THIS EDUCATION SHALL INCLUDE BUT NOT BE LIMITED TO APPLICABLE TRAINING COURSES AND CERTIFICATIONS. PROPER PERSONAL PROTECTIVE EQUIPMENT USAGE, DAILY TALKGATE MEETINGS AND ANY OTHER PREVENTATIVE MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE WORK AREA, ADJACENT AREAS AND ANY PROPERTY OCCUPANTS WHO MAY BE AFFECTED BY THE WORK UNDER CONTRACT. ALL CONTRACTORS SHALL REVIEW ALL PRIME CONTRACTOR, CLIENT STANDARDS TO ENSURE A SAFE WORKPLACE.
2. ALL SAFETY EQUIPMENT SHALL BE INSPECTED ACCORDING TO ALL OSHA AND INDUSTRY SCHEDULED INTERVALS AND ALL INSPECTIONS SHALL BE DOCUMENTED PER APPLICABLE CODES AND STANDARDS.



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GPD JOB#: 2024706.58

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WS BLOOMINGTON DT
SMALL CELL FIBER PROJECT
CITY OF BLOOMINGTON, IN 47401
MONROE COUNTY

SHEET TITLE

GENERAL NOTES

SHEET NUMBER

GN-1

MAINTENANCE OF TRAFFIC NOTES

NOTIFICATIONS

AS OF THE 02/26/2019 THESE PLANS WERE PREPARED, THE FOLLOWING IS THE CONTACT INFORMATION FOR THE LOCAL GOVERNING AUTHORITY:

1. INDIANA DEPARTMENT OF TRANSPORTATION
CHAMFORDSVILLE, IN 47933
(855) 463-6848
2. MONROE COUNTY SHERIFF
301 N. COLLEGE AVE
BLOOMINGTON, IN 47404
(812) 349-2780
3. BLOOMINGTON FIRE DEPARTMENT
300 E 4TH ST
BLOOMINGTON, IN 47408
(812) 332-9765
4. BLOOMINGTON POLICE DEPARTMENT
BLOOMINGTON, IN 47401
(812) 339-4477
5. MONROE COUNTY SCHOOL DISTRICT
319 E NORTH DR
BLOOMINGTON, IN 47401
(812) 330-7700

MAINTENANCE OF ACCESS AND TRAFFIC

DURING THE CONSTRUCTION PERIOD, SIDEWALKS, SHOULDERS, TRAVEL LANE(S), OR STREETS MAY HAVE TO BE TEMPORARILY CLOSED OR RESTRICTED FOR THE UNLOADING, LOADING OF EQUIPMENT OR AS A RESULT OF THE CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND INTERSECTING LOCAL GOVERNING AUTHORITIES PRIOR TO IMPLEMENTING SUCH CLOSURES AND MUST OBTAIN WRITTEN PERMISSION FROM THE APPROPRIATE AUTHORITIES PRIOR TO IMPLEMENTING SUCH CLOSURES OR RESTRICTIONS. ANY CLOSURE OR RESTRICTION MUST BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND INTERSECTING LOCAL GOVERNING AUTHORITIES PRIOR TO IMPLEMENTING SUCH CLOSURES OR RESTRICTIONS. ANY CLOSURE OR RESTRICTION MUST BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND INTERSECTING LOCAL GOVERNING AUTHORITIES PRIOR TO IMPLEMENTING SUCH CLOSURES OR RESTRICTIONS. ANY CLOSURE OR RESTRICTION MUST BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

THE CONTRACTOR SHALL MAINTAIN SAFE AND SATISFACTORY ACCESS TO ALL ADJACENT PROPERTIES AND INTERSECTING STREET AT ALL TIMES DURING THE CONSTRUCTION OF THE IMPROVEMENTS ANTICIPATED. DRIVEWAYS MUST BE MAINTAINED AND ALL TRENCHES SHALL BE BACKFILLED AT THE END OF EACH WORK DAY. PER THE STATE AUTO AND OTHER INSURANCE POLICIES, THE CONTRACTOR SHALL MAINTAIN SATISFACTORY BARRIERS, CONES, SIGNS, BARRELS, MESSAGE BOARDS, LIGHTING, FLAGMEN, LAW ENFORCEMENT OFFICERS, ETC. TO AVOID DAMAGE AND / OR INJURY TO VEHICLES AND PERSONS TRAVERSING THE CONSTRUCTION AREA.

LEGEND

- BORE
- INNERDUCT
- UG
- UG
- E
- OH
- W
- T
- G
- SAN
- FM
- ST
- VEGETATION
- POLE-TO-POLE GUY
- GUARD RAIL
- MISC. TOPO
- EDGE OF WALL
- EDGE OF WALK
- CURB
- EDGE OF PAVEMENT
- EDGE OF DRIVEWAY
- CENTER LINE
- PROPERTY LINE
- EX. RIGHT OF WAY
- EX. CORP. LINE
- EX. EASEMENT
- DESIGNATED WORK AREA

LEGEND

- PROP. DIR BORE PATH
- PROP. INNERDUCT & FIBER W/N EX. CONDUIT
- PROP. UG FIBER (TRENCHING)
- PROP. AERIAL PATH
- EX. UG FIBER
- ELECTRICAL
- OVER HEAD
- WATER MAIN
- TELEPHONE
- GAS
- SANITARY SEWER
- SANITARY FORCE MAIN
- STORM SEWER
- EDGE OF BUILDING
- POLE-TO-POLE GUY
- GUARD RAIL
- MISC. TOPO
- EDGE OF WALL
- EDGE OF WALK
- CURB
- EDGE OF PAVEMENT
- EDGE OF DRIVEWAY
- CENTER LINE
- PROPERTY LINE
- EX. RIGHT OF WAY
- EX. CORP. LINE
- EX. EASEMENT
- DESIGNATED WORK AREA

ABBREVIATIONS

- R/W = RIGHT-OF-WAY
- DB = DIRECTIONAL BORE
- PROP = PROPOSED
- UG = UNDERGROUND
- OH = OVER HEAD
- W = WATER
- T = TELECOMMUNICATIONS
- FCC = FIBER WITH CABLE
- EX. = EXISTING
- W/C = WATER CLOSET
- STW = STORM SEWER
- SAN = SANITARY SEWER
- E = ELECTRIC
- G = GAS



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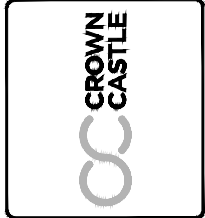
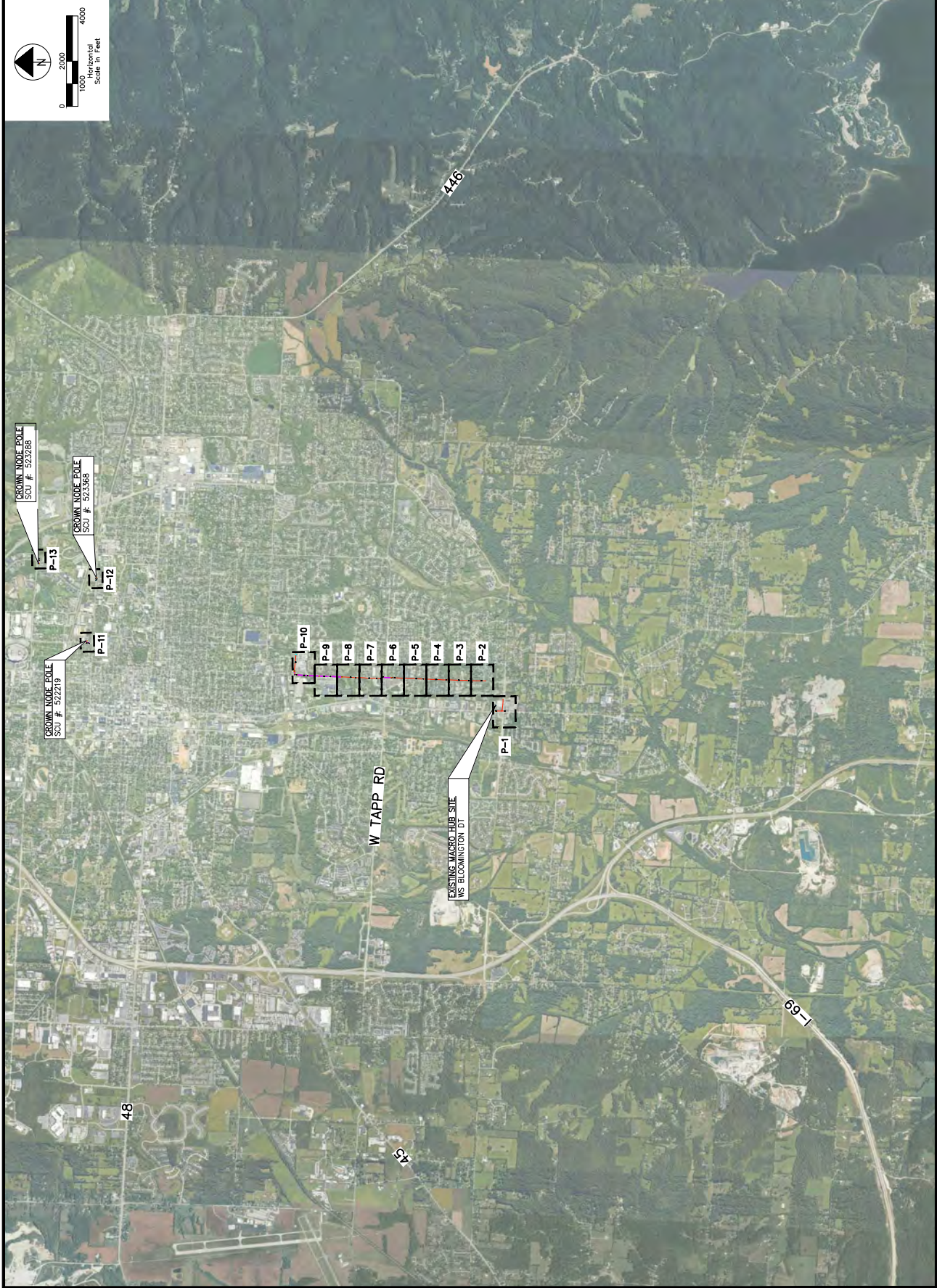
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WS BLOOMINGTON DT
SMALL CELL FIBER PROJECT
CITY OF BLOOMINGTON, IN 47401
MONROE COUNTY

SHEET TITLE
MAINTENANCE OF
TRAFFIC NOTES &
LEGEND

SHEET NUMBER

GN-2



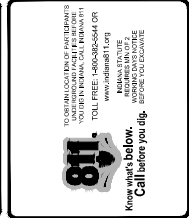
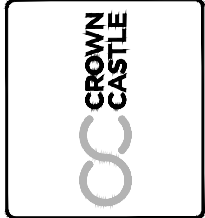
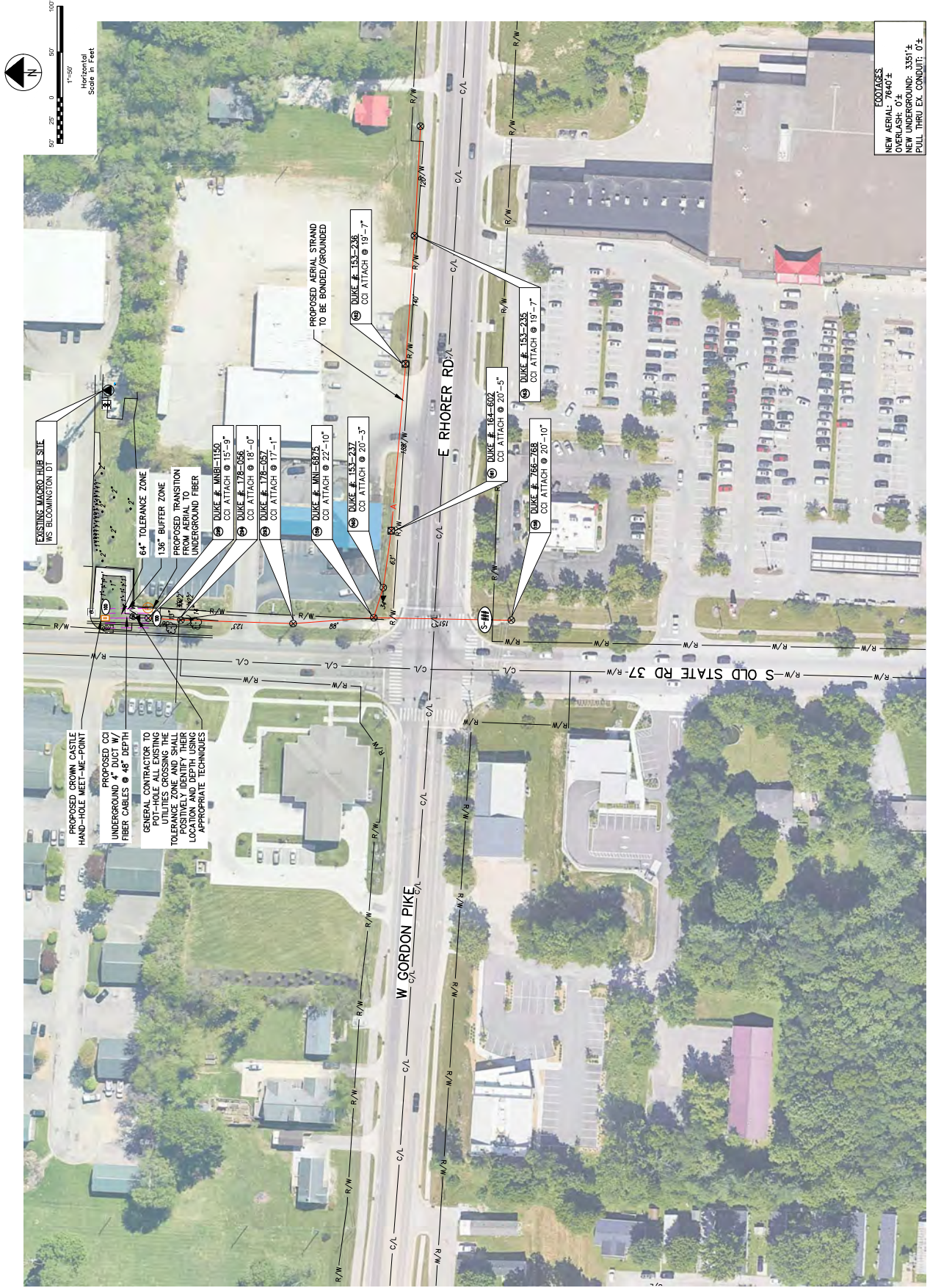
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MONROE COUNTY

SHEET TITLE
OVERALL PLAN

SHEET NUMBER
I-1



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CITY OF BLOOMINGTON, IN 47401
MONROE COUNTY

SHEET TITLE
PLAN

SHEET NUMBER
P-1



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MONROE COUNTY

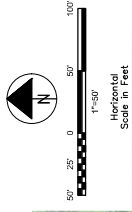
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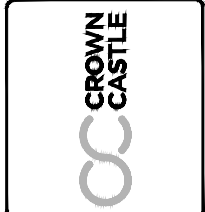
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P-2





FOOTAGES
NEW AERIAL: 7840'±
OVERLASH: 0'±
NEW UNDERGROUND: 3351'±
PULL THRU EX. CONDUIT: 0'±

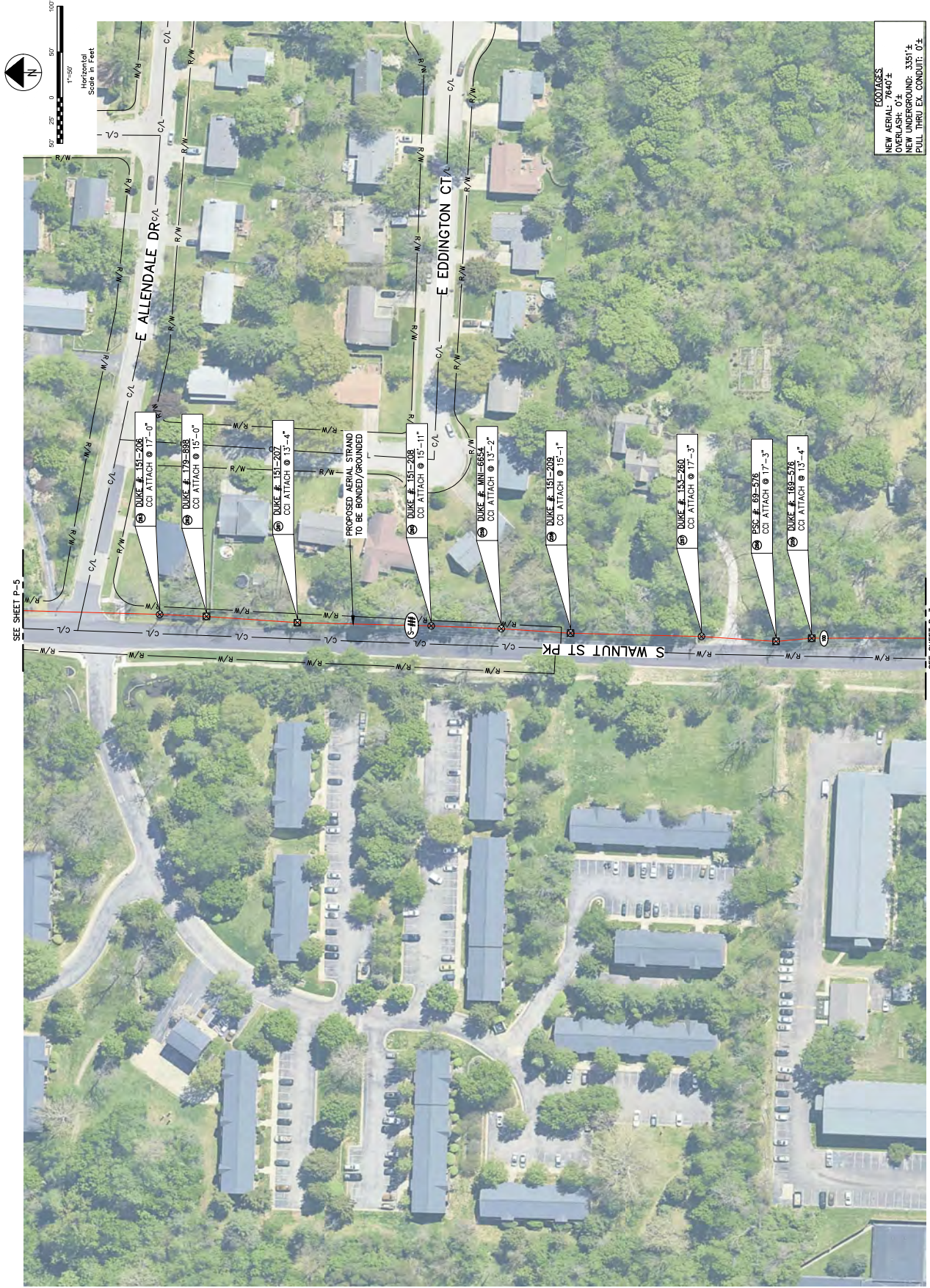


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SHEET TITLE
PLAN

SHEET NUMBER
P-3



SEE SHEET P-5

SEE SHEET P-3

FOOTAGES
NEW AERIAL: 7840'±
OVERLASH: 0'±
NEW UNDERGROUND: 3351'±
PULL THRU EX. CONDUIT: 0'±



8275 ALLIANCE DRIVE, SUITE 200
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MONROE COUNTY

SHEET TITLE

PLAN

SHEET NUMBER

P-4



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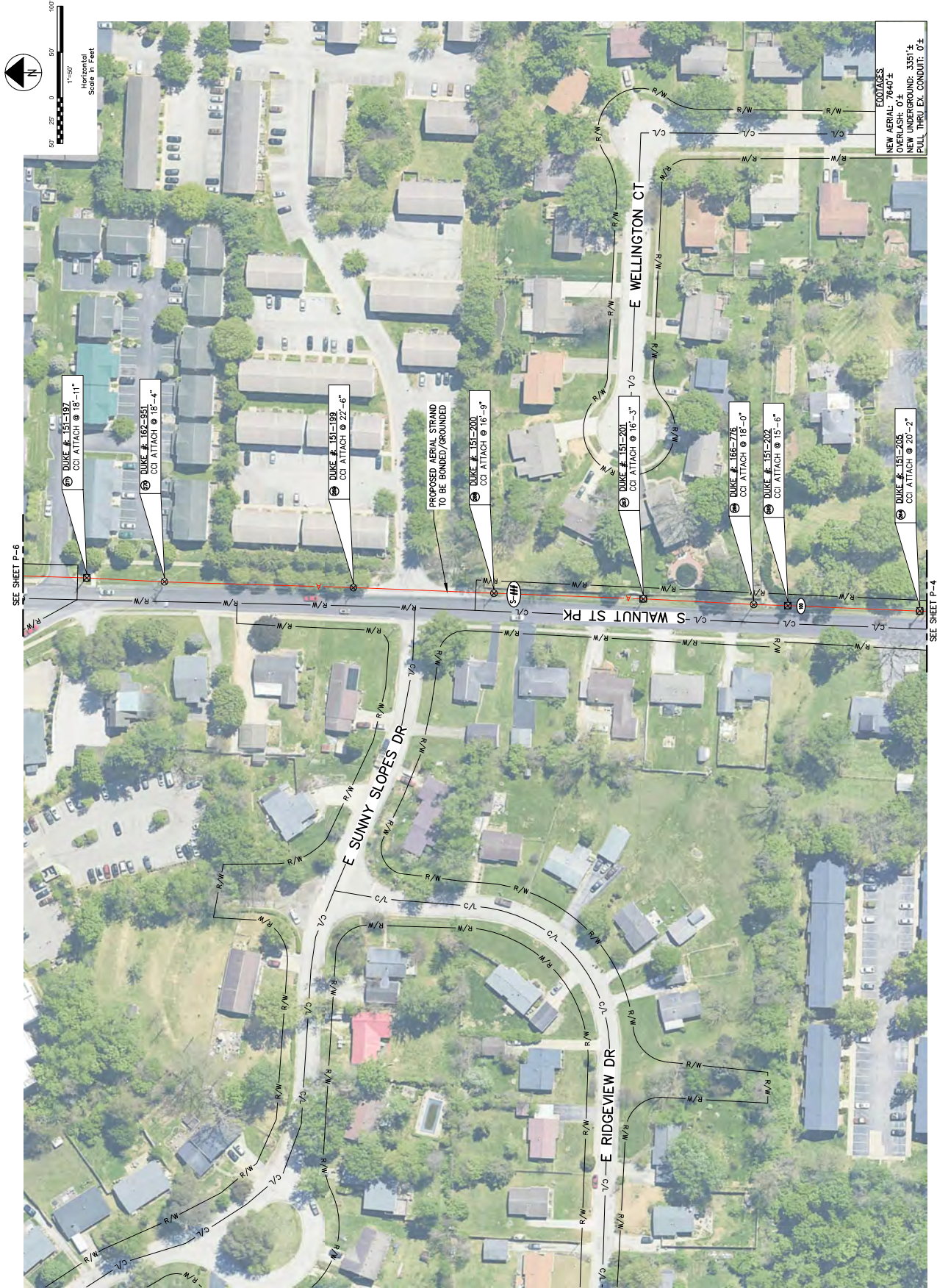
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SHEET TITLE


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SHEET NUMBER


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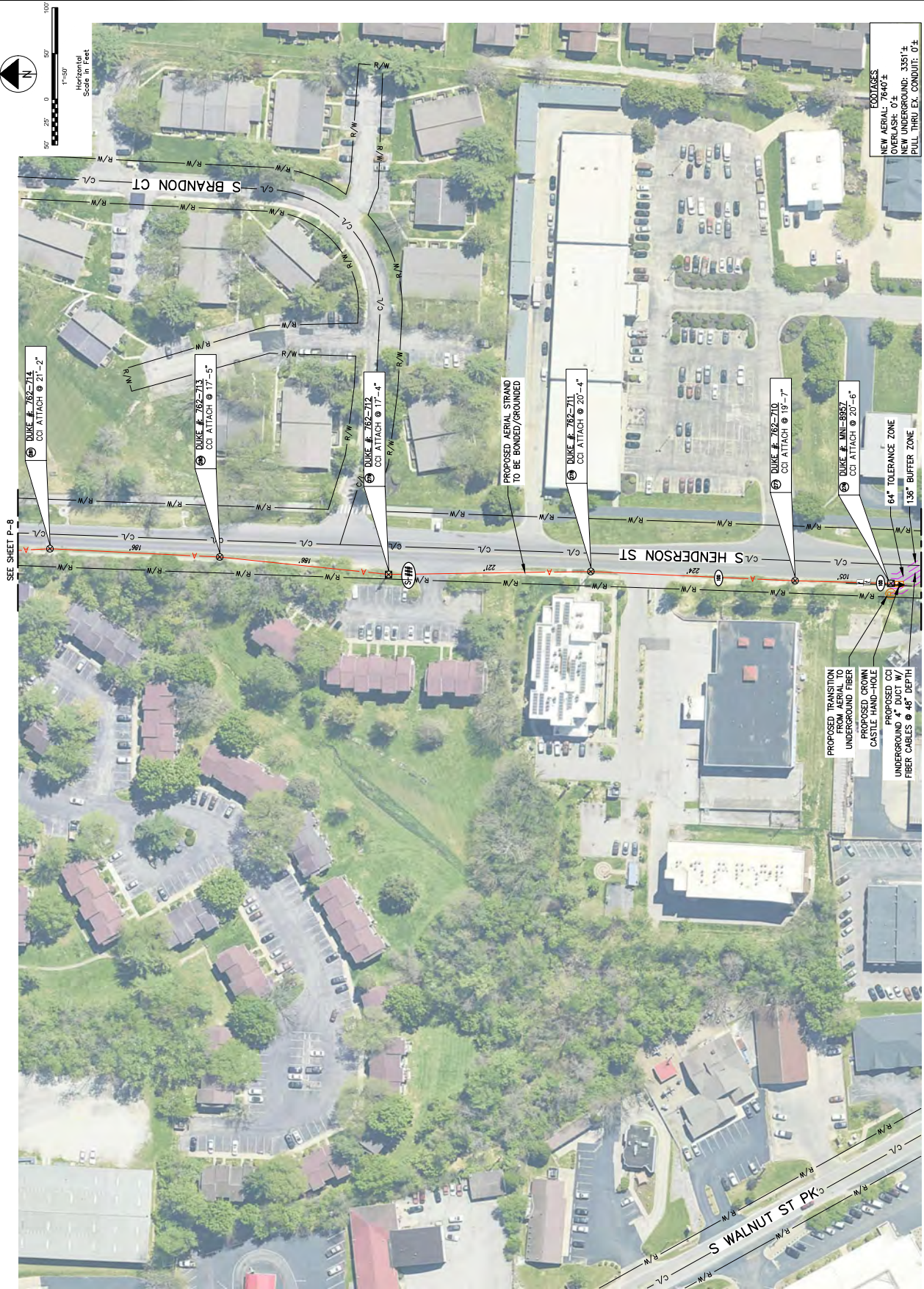
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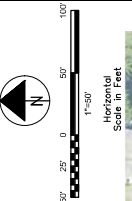
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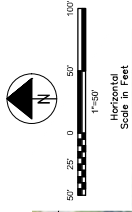
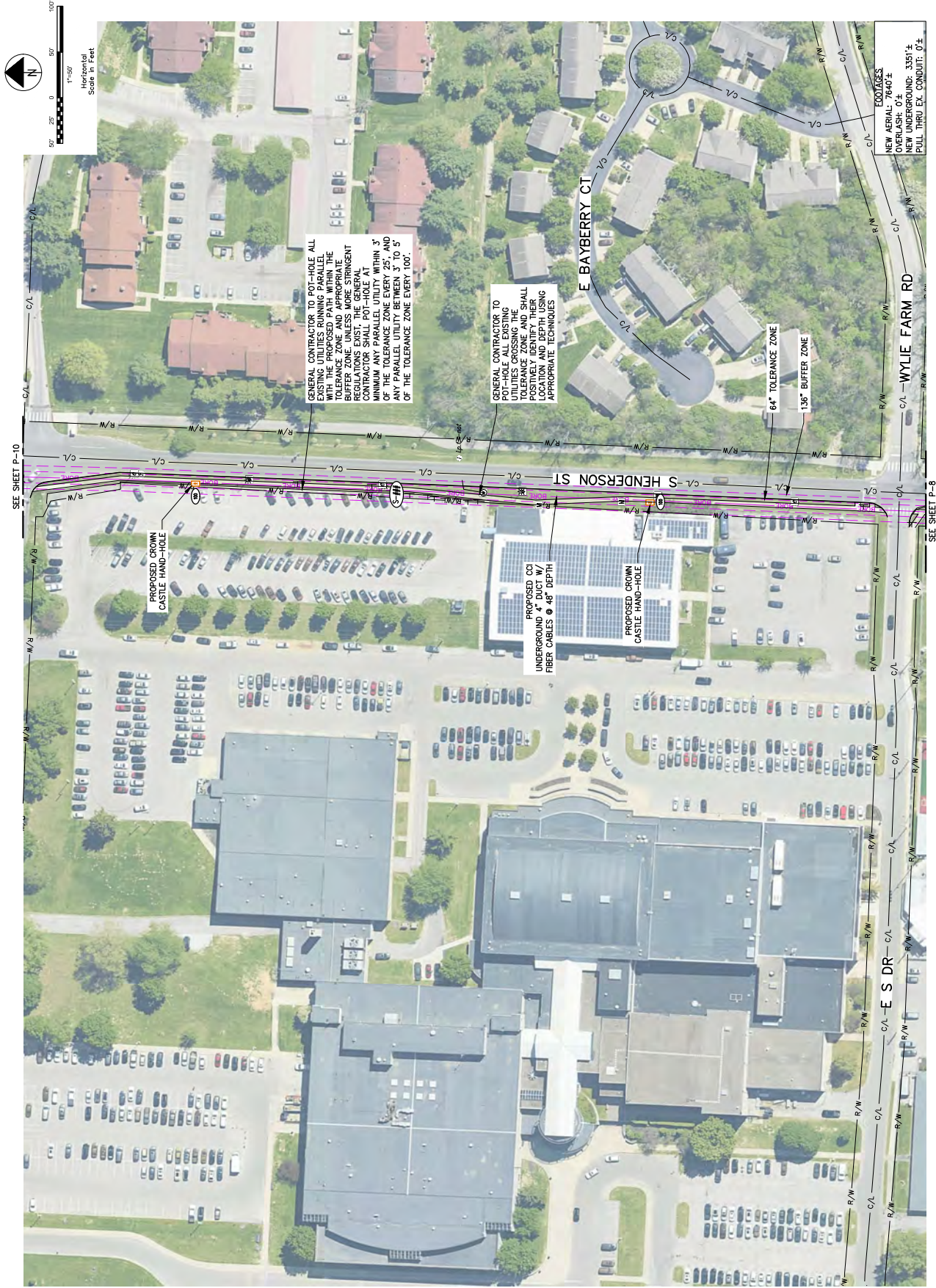


SEE SHEET P-6

SEE SHEET P-6



FOOTAGES
NEW AERIAL: 7840'±
OVERLASH: 0'±
NEW UNDERGROUND: 3351'±
PULL THRU EX. CONDUIT: 0'±



SEE SHEET P-10

SEE SHEET P-8

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SHEET NUMBER

P-9



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INDIANA STATUTE
REQUIRES MIN. OF 2
WORKING DAYS NOTICE
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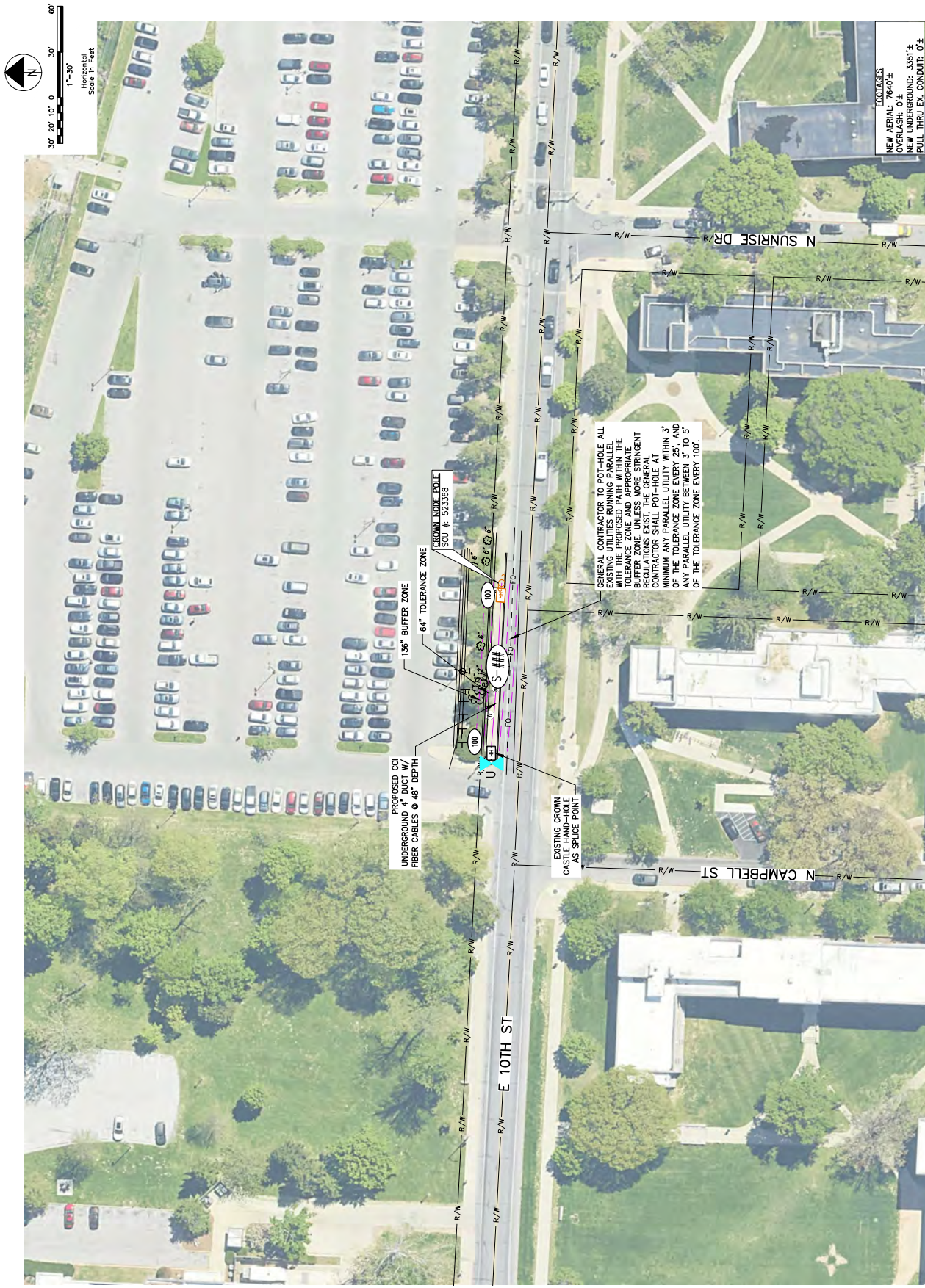
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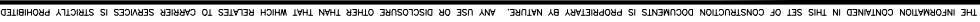
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MONROE COUNTY

SHEET TITLE

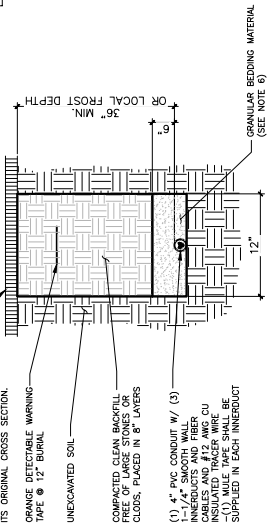
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SHEET NUMBER

P-12



EXISTING UTILITY OR OBSTRUCTION NOTE:
CONDUITS SHALL MAINTAIN 2 FOOT MINIMUM HORIZONTAL & VERTICAL SEPARATION FROM ANY EXISTING UTILITY OR OBSTRUCTION.



1. FIELD VERIFY THE LOCATION OF ANY EXISTING UNDERGROUND UTILITIES PRIOR TO EXCAVATING IN THE VICINITY OF THE SITE. ALL EXCAVATIONS SHALL BE MADE BY HAND OVER OR UNDER OR IMMEDIATELY ADJACENT TO ANY EXISTING UTILITIES & FOUNDING.
2. ALL UTILITY COMPANIES SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO ANY CONSTRUCTION ON THIS PROJECT. CONTACT UNDERGROUND UTILITY PROTECTION SERVICE, TOLL FREE 1-800-362-5544 OR 811.
3. THE LOCATION OF UNDERGROUND UTILITIES DEPICTED WITHIN ARE PROVIDED BASED ON UTILITY LOCATIONS PROVIDED BY THE UTILITY COMPANIES. EXCAVATIONS NEAR OR WITHIN THE TOLERANCE ZONE SHALL BE PERFORMED IN ACCORDANCE WITH INDIA CODE (G 81-26). CONTRACTOR SHALL BE RESPONSIBLE TO LOCATE, EXPOSE, AND DETERMINE IF CONFLICT EXIST WITH THE NEW INFRASTRUCTURE. CONTRACTOR SHALL NOTIFY THE ENGINEER ON RECORD IN ORDER TO RESOLVE ANY CONFLICTS.
4. TRENCH MOUTH SHALL NOT EXCEED 18" AT ALL ACCESS DRIVE LOCATIONS.
5. CONCEPT BACKFILL TO BOX MODIFIED PROCTOR IN 4" LIFTS. REMOVE ANY LARGE ROCKS PRIOR TO BACKFILLING.
6. CONCRETE ENCASE CONDUIT WHEN TRENCHING UNDER SITE ACCESS ROAD. CONCRETE ENCASEMENT SHALL EXTEND 1' MINIMUM BEYOND LIMITS OF ACCESS ROAD/CAVE.

TYPICAL OPEN TRENCH DETAIL

SCALE: N.T.S. 2



- NOTES:**
1. ANS/ASSE 77 TIER 22 RATING PROVIDES FOR 22,500 LB DESIGN LOAD.
 2. HANDLE SHALL BEAR ON 1" STONE BASE ATOP UNDISTURBED SOIL. NO CUTTING, GRINDING, OR TAMPING RACK COMPACTOR. RESTORE THE SURROUNDING AREA TO ITS ORIGINAL CONDITIONS BY EITHER SEEDING OR SODDING GRASS AREAS, OR BY REPLACING TOPSOIL AND SEALING WITH HOT BITUMEN ASPHALT OR CONCRETE ACCORDING TO ITS ORIGINAL CROSS SECTION.
 3. CABLE RACK SHALL BE PROVIDED IN HANDLE FOR FIBER CABLE WITHIN HANDLE. PROVIDE SUPPORT AND PROTECTION FOR FIBER CABLE WITHIN HANDLE AND SUPPORT ON CABLE RACK WITHIN HANDLE TO PREVENT DAMAGE TO CABLE.

HANDHOLE SPECIFICATIONS

SCALE: N.T.S. 4



811. Know what's below. Call before you dig.

CDP JOB#: 20247005.56

REVIEWS			
REV.	DATE	DESCRIPTION	INITIALS
A	06/10/24	ISSUED FOR REVIEW	CJM
B	07/12/24	REVISED NOTES	CEJ
C	08/29/24	REVISED PER CLIENT	CJM
D	10/11/24	REVISED PER CLIENT	CJM
E	01/15/24	REVISED PER JDX	CJM

NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

WS BLOOMINGTON DT
SMALL CELL FIBER PROJECT
CITY OF BLOOMINGTON, IN 47401
MONROE COUNTY

SHEET TITLE

SHEET NUMBER
GD-3

GENERAL REQUIREMENT - UNDERGROUND UTILITY AVOIDANCE

- GENERAL CONTRACTOR IS RESPONSIBLE TO FOLLOW ALL FEDERAL, AND STATE STATUTES AND REGULATIONS; INDUSTRY BEST PRACTICES; BUILDING AND FIRE CODES; GENERAL CONTRACTOR LICENSES; AND LOCAL LAWS, REGULATIONS AND ORDINANCES. IN THE EVENT A CONFLICT EXISTS BETWEEN THESE REGULATIONS AND THIS DOCUMENT, THE REGULATIONS SHALL CONTROL THE GENERAL CONTRACTOR'S ACTIONS.
- AT MINIMUM, WHEN NOT IN CONFLICT WITH FEDERAL, STATE, AND LOCAL STATUTES, THE GENERAL CONTRACTOR SHALL FOLLOW THE "COMMON GROUND ALLIANCE (CGA) BEST PRACTICES VERSION 17.0 MANUAL OR LATEST" - THE DEFINITIVE GUIDE FOR UNDERGROUND SAFETY AND DAMAGE PREVENTION" RECOMMENDATIONS.
- GENERAL CONTRACTOR SHALL PREPARE AN EMERGENCY RESPONSE PLAN, INCLUDING APPROPRIATE CONTACT INFORMATION, ONE CALL TICKET DETAILS, AND IMMEDIATE CONTACTING DETAILS. IN THE EVENT OF UNDERGROUND UTILITY DAMAGE, AND HAVE AVAILABLE AT THE INSTALLATION SITE.
- GENERAL CONTRACTOR SHALL TAKE NECESSARY MEASURES TO ENSURE ALL ELECTRICAL STRIKE SYSTEMS ARE IN PLACE, IF APPLICABLE, AND HAS BRIEFED THE INSTALLATION CREW ON THE GENERAL CONTRACTOR'S ELECTRICAL AND GAS LINE STRIKE PROCEDURES EACH DAY PRIOR TO WORK COMMENCING.
- GENERAL CONTRACTOR SHALL WHITE LINE THE PROPOSED CONSTRUCTION ROUTE PRIOR TO CONTACTING THE UTILITY ONE-CALL SYSTEM.
- GENERAL CONTRACTOR SHALL IDENTIFY, PRIOR TO WORK COMMENCEMENT, A COMPETENT PERSON ON THE WORK CREW WHO IS CAPABLE OF IDENTIFYING HAZARDS AND HAS THE AUTHORIZATION TO TAKE PROMPT CORRECTIVE MEASURES (INCLUDING STOP WORK AUTHORITY) TO ELIMINATE THEM AND SHALL BE ON SITE AT ALL TIMES.
- GENERAL CONTRACTOR SHALL CONTACT THE ONE-CALL FACILITY FOR EXISTING UTILITY LOCATES AS REQUIRED BY LAW AND PRESERVE ALL MARKS UNTIL THE PROJECT IS COMPLETED AND REFRESH THE ONE CALL IF REQUIRED BY STATE OR JURISDICTIONAL REQUIREMENTS.
- FOR PROJECTS WITH HIGH PRIORITY UTILITIES, OR ANY UNUSUAL OR COMPLEX CONSTRUCTION, THE GENERAL CONTRACTOR SHALL ARRANGE FOR A PRE-EXCAVATION MEETING WITH THE AFFECTED UTILITIES AND/OR THEIR DESIGNATED LOCATING COMPANY TO DISCUSS THE PROJECT, HIGH PRIORITY UTILITIES SHALL INCLUDE, BUT NOT BE LIMITED TO, HIGH-PRESSURE GAS LINES, HIGH-VOLTAGE ELECTRIC LINES, MAJOR PIPELINES, MAJOR WATER LINES, AND HIGH CAPACITY FIBER OPTIC LINES.
- THE GENERAL CONTRACTOR SHALL ENSURE ANY UTILITIES IDENTIFIED FOR LOCATING WHICH ARE NOT MARKED ON THE GROUND HAVE PROVIDED POSITIVE CONFIRMATION NO CONFLICT EXISTS. IF THERE IS A LACK OF POSITIVE CONFIRMATION, THE GENERAL CONTRACTOR MUST RE-CALL THE ONE-CALL CENTER OR RELEVANT UTILITY DIRECTLY FOR CONFIRMATION.
- IN THE EVENT A UTILITY CANNOT BE LOCATED, WHERE POSITIVE CONFIRMATION IS NOT RECEIVED, OR WHERE THERE IS A LIKELIHOOD OF UNDOCUMENTED UTILITIES, SUCH AS PRIVATE INFRASTRUCTURE, THE GENERAL CONTRACTOR SHALL TAKE THE STEP OF SYSTEMATICALLY EXCAVATE AND DOCUMENT ANY UTILITIES WITHIN THE CONSTRUCTION ZONE. ANY UTILITY LOCATED USING GPR SHALL BE PROPERLY LOCATED AND EXPOSED AS OUTLINED WITHIN THIS STANDARD PRIOR TO DIGGING.
- THE GENERAL CONTRACTOR SHALL INSPECT THE AREA, PRIOR TO INSTALLATION FOR ANY UNDERGROUND UTILITY INFRASTRUCTURE WHICH MAY HAVE BEEN MISSED BY SURVEYING THE CONSTRUCTION AREA AND SURROUNDING ENVIRONMENT FOR CLEANOUTS, SUNKEN AREAS, RISERS, OUTBUILDINGS, LIGHT POLES, METERS, UTILITY BOXES, PEDESTALS, MANHOLE COVERS, MARKERS, ETC. PARTICULAR ATTENTION SHOULD BE MADE TO IDENTIFY SERVICE FEEDS FROM BUILDINGS AND HOMES ARE MARKED.
- THE GENERAL CONTRACTOR SHALL CONTACT ANY UTILITY WHERE LOCATES ARE IN QUESTION AND/OR UNVERIFIED. NO ASSUMPTIONS SHOULD BE MADE ON LOCATION OR DEPTH OF EXISTING UTILITIES.
- THE GENERAL CONTRACTOR, AT MINIMUM, SHALL TAKE AND STORE A PHOTO SERIES TO BE SUBMITTED WITH THE CLOSE OUT PACKAGE OF ALL EXCAVATION AREAS ONCE LOCATES ARE COMPLETE AND PRIOR TO EXCAVATION.
- GENERAL CONTRACTOR SHALL MEET ALL FEDERAL, STATE AND LOCAL REGULATIONS REGARDING WORKER SAFETY AND TRAINING WHEN WORKING AROUND UNDERGROUND FACILITIES.
- GENERAL CONTRACTOR SHALL VISUALLY EXPOSE (POT-HOLE) ALL EXISTING UTILITIES CROSSING THE TOLERANCE ZONE AND SHALL POSITIVELY IDENTIFY THEIR LOCATION AND DEPTH USING APPROPRIATE TECHNIQUES WITHIN THE TOLERANCE ZONE.
- GENERAL CONTRACTOR SHALL VISUALLY EXPOSE (POT-HOLE) ALL EXISTING UTILITIES RUNNING PARALLEL WITH THE PROPOSED PATH AT THE APPROPRIATE INTERVALS WITHIN THE TOLERANCE ZONE AND APPROPRIATE BUFFER ZONE, UNLESS MORE STRINGENT REGULATIONS EXIST. THE GENERAL CONTRACTOR SHALL EXPOSE (POT-HOLE) AT MINIMUM ANY PARALLEL UTILITY WITHIN 3' OF THE TOLERANCE ZONE EVERY 25' AND ANY PARALLEL UTILITY BETWEEN 3' TO 5' OF THE TOLERANCE ZONE EVERY 100'.
- THE TOLERANCE ZONE SHALL BE A MINIMUM OF 30" BEYOND EACH SIDE OF THE INSTALLED PIPE, OR GREATER IF CODE REQUIRES.
- GENERAL CONTRACTOR SHALL USE A DRILL HEAD TRACKING DEVICE WHEN BORING AND TRACK THE DRILL HEAD AT A MINIMUM OF EVERY 5' OR AS REQUIRED BY CODE. A LOG SHALL BE CREATED RECORDING THE LOCATION AND DEPTH AND SUBMITTED WITH THE GENERAL CONTRACTOR AS-BUILT PACKAGE.
- GENERAL CONTRACTOR SHALL SUBMIT TO CROWN CASTLE, AS PART OF THE PROJECT CLOSE OUT PACKAGE, THESE ITEMS INCLUDING, BUT NOT LIMITED TO: ALL AS-BUILTS WITH SUE SCORE NOTES; BEFORE AND AFTER CONSTRUCTION PHOTOS DETAILING THE UTILITY LOCATE MARKINGS; AND THE DIRECTIONAL BORE LOG.
- GENERAL CONTRACTOR SHALL ENSURE THESE REQUIREMENTS ARE ENFORCED WITH ALL SUB-CONTRACTORS RETAINED BY THE GENERAL CONTRACTOR.



8275 ALLISON POINTE TR., STE 220
BLOOMINGTON, IN 47401
330.572.2100 Fax 330.572.2101



TO OBTAIN LOCATION OF PUBLIC UTILITIES
CALL 811 OR VISIT www.811.org
TOLL FREE 1-800-368-5848 OR
811-811-1111
ASK ABOUT YOUR
LOCAL 811 SERVICE
BEFORE YOU DIG.

Know what's below.
Call before you dig.

GPD JOB#: 2024706.56

REVISONS		REVISION	DATE
A	06/10/24	ISSUED FOR REVIEW	CJM
B	07/12/24	REVISED NOTES	CD
C	08/29/24	REVISED PER CLIENT	CJM
D	10/11/24	REVISED PER CLIENT	CJM
E	01/15/24	REVISED PER JCK	CJM
NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET			

WS BLOOMINGTON DT
SMALL CELL FIBER PROJECT
CITY OF BLOOMINGTON, IN 47401
MONROE COUNTY

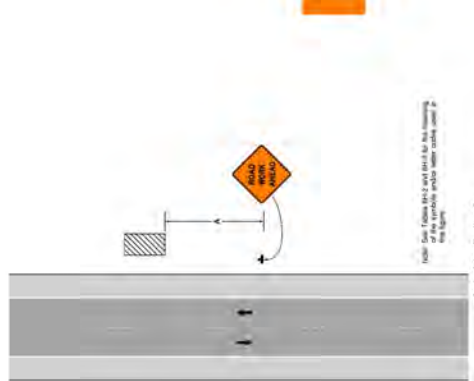
SHEET TITLE

UNDERGROUND UTILITY
AVOIDANCE STANDARD
NOTES

SHEET NUMBER

GD-4

Figure 6H-1. Work Beyond the Shoulder (TA-1)



Factorial Two (Tables 10-12 and 10-13) for the measuring of the symbols and/or water within each of the figures.

2

3. Example of a One-Lane, Two-Way Traffic Tap





Board of Public Works

Staff Report

Project/Event: Bloomington Fire Department fire engine purchase

Petitioner/Representative: Max Litwin

Staff Representative: Max Litwin

Date: 1-17-2025

Report:

Maintaining a fleet of fully operational apparatus within the city is essential to proper emergency response. As our fleet ages, new apparatus must be purchased to keep front line units in the proper functioning condition, as well as adequate reserve apparatus for when front line units need serviced or encounter maintenance issues. The contract being pursued is to secure a new E-One Aluminum Body Pumper Typhoon Chassis Fire Engine from Fire Service, Inc (FSI) so that this need can be met.



CONTRACT COVER MEMORANDUM

TO: Enedina Kassamanian
FROM: Max Litwin
DATE: 1-17-2025
RE: Purchase of Engine 4

Contract Recipient/Vendor Name:	Fire Service, Inc
Department Head Initials of Approval:	MBZ
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Deputy Chief Max Litwin
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Enedina Kassamanian
Record Destruction Date: <i>(Legal to fill in)</i>	2041
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-115
Due Date For Signature:	2/10/2025
Expiration Date of Contract:	N/A
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$850,521.00
Funding Source:	2240-08-080000-54440
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A

Summary of Contract:

This contract is for one E-One Aluminum Body Pumper Typhoon Chassis Fire Engine for the fire department. Maintaining a fleet of fully operational and properly functioning apparatus is essential to proper fire protection of the city.



SALES CONTRACT

This agreement made by and between **FIRE SERVICE, INC** (Company) and

City of Bloomington
(Legal Name of Buyer)

401 N. Morton St Bloomington Indiana 47404
(Address) (City) (State / Province) (Zip / Postal Code)

1. **ACCEPTANCE:** The “Company” agrees to sell and the “Buyer” agrees to purchase the apparatus and equipment described in the E-ONE specifications and made part of this contract, in accordance with the terms and conditions listed on contract pages 1, 2, and 3.

2. **DELIVERY:** The apparatus shall be ready for delivery within approximately **450** calendar days, after the receipt and signed acceptance of this contract at the E-ONE Corporate Headquarters, Ocala, FL. The Company cannot be held liable for penalties and / or delays due to strikes, fires, accidents occurring due to the negligent conduct of other parties, force majeure, or any other causes that are not occasioned by the intentional, reckless, or negligent conduct of the Company.

In order to establish a stable design, procurement, and build schedule, a Buyer change order cutoff date of eight (8) Days from the date of the execution of the contract will be enforced. Changes in major components, configuration, or other items that may change the major components or configuration, (e.g.: engine, transmission, axles, water tank, body, fire pump) will not be allowed after the contract execution date.

If inability to obtain exclusive or brand name materials causes completion or delivery problems, the Company shall advise the Buyer of said problem. The Company resolves to examine alternative sources of said material. Material substitutions shall be mutually agreed upon by the Buyer and the Company. No substitutions shall be made without the execution of a written change order by the Buyer.

3. **CHANGE ORDERS:** Changes to the contract may be requested by the Buyer after the execution of the contract according to Section 2 of this document. Changes shall be reviewed for cost and schedule impact by the Company. Changes shall be sequentially numbered. Change Orders shall be prepared by the Company and executed by the Buyer. The price of the apparatus shall be adjusted to take into account any Change Orders. **Any and all Change Orders may extend the completion and delivery of the apparatus.**

4. **SPECIFICATIONS:** The Company agrees that all material and workmanship in and about this apparatus shall comply with the hereto attached E-ONE proposal dated **01/15/25** and clarifications.

5. **WARRANTY:** Shall be as proposed in the attached E-ONE specifications.

6. **PRICE:** The Buyer shall pay, as a purchase price for the apparatus, the sum of **Eight Hundred Fifty Thousand Five Hundred and Twenty-One Dollars and no cents (\$850,521.00)**. All prices are less applicable local, state, or federal taxes which may be applied to the apparatus proposed. NOTE: Payment shall be made by electronic funds transfer to the account indicated by the Company on the City's Electronic Funds Transfer form.

7. **TERMS OF PAYMENT:**

a) **Payment Plan Option: Payment shall be due within forty five (45) days of delivery of completed unit to the City of Bloomington.**

The purchase price payment reflects US dollars and does not include any authorized change orders which, if applicable, shall be paid at time of final inspection and signed acceptance.

b) No payment of any amount shall be made payable to a sales representative without written approval from the company.

c) It is agreed that the apparatus and equipment covered by this contract shall remain the property of the Company and not be placed in service until the entire contract price has been paid.

d) A copy of the Buyer's tax-exempt certificate, if applicable, shall be submitted with this signed contract.

8. **FIRE SERVICE, INC** requires, and the Customer agrees, that the unit shall be inspected and / or delivered within seven (7) days of notice that the unit had been completed.

9. **CANCELLATION:** This contract is subject to cancellation by Buyer only upon payment to Company of reasonable cancellation charges, which shall take into account expenses already incurred and commitments made by Company.

This contract, to be binding, must be signed by an officer of **Fire Service, Inc** or a person authorized, in writing, by **Fire Service, Inc.** to do so.

10. **TAG-ON / ADDITIONAL ORDERS:** The Company, at its sole discretion, would allow the terms of this contract to be extend both in terms to the Buyer as well as to other entities for similar unit(s). To accommodate for pricing, the Company would quote the original prices plus applicable manufactures price increases. Additionally, any regulatory changes (NFPA, EPA/Engine Emissions, FMVSS, etc.) would also have to be added as they become applicable. Change orders changing these units from the original quotation would need to be authorized, signed, and accepted as normal. Any entity using the tag-on process would be required to sign a new contract commencing the relationship. If the purchasing agency is not the BUYER, a separate contract will be required to complete the additional purchases. Additionally, any new tag-on order would require a separate Performance bond if initially required by the purchaser.

This contract, including its appendices, embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of the Company has authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of amendments of this agreement, including any appendices, must be in writing signed by an authorized representative of each of the parties hereto.

No surety of any performance bond given by the Company to the Buyer in connection with this Agreement shall be liable for any obligation of the Company arising under the Standard Warranty.

IN WITNESS WHEREOF, the Buyer and the Company have caused this contract to be executed by their duly authorized representatives this ____ **day of January 2025**.

COMPANY	BUYER
Fire Service, Inc. 9545 North Industrial Drive Saint John, Indiana 46373 219-365-7157 Phone 219-365-8572 Fax	City of Bloomington Board of Public Works 401 N. Morton Street Bloomington, IN 47404
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



Vendor Contract #113021-RVG-4

Date: 0/13/2025

Member Name: City of Bloomington, Indiana
Member ID: 1441
401 North Morton Street
Bloomington, IN 47404

We are pleased to offer you (1) E-One, Aluminum Body Pumper, Typhoon Chassis, PRAL-TYPN through the Sourcewell® Contract, based on the provided specifications and drawings per E-One Quote #124647 (147105)

MSRP	\$ 931,454.00
Sourcewell Discount	-\$ 158,347.00
Discount Percentage	17%
Sub-Total Per Unit	\$ 773,107.00
Loose Equipment Package	+\$ 80,000.00
Quantity	1
Repeat Customer Discount	-\$ 2,586.00
Total Contract Price	<u>\$ 850,521.00</u>

Prices above do not include any Federal, State or local taxes.

We look forward to providing your agency with an industry-leading apparatus. Our legacy of expertise means we build your apparatus from the ground up on a foundation ready to handle your specific response equipment and route needs. We strategically configure your apparatus design to represent the best possible mix of safety, speed, agility, ergonomics, and serviceability.





Board of Public Works

Staff Report

Project/Event: Bloomington Fire Department rescue truck purchase

Petitioner/Representative: Max Litwin

Staff Representative: Max Litwin

Date: 2-3-2025

Report:

This contract is for the purchase one Heavy Rescue Truck for the fire department. With the recent reinsertion of a dedicated rescue team to fire department operations, this purchase will allow the proper response to rescue related emergency needs. This truck will be outfitted with specialized equipment and capabilities to serve a wide array of rescue disciplines. This will also allow for the current rescue apparatus to be placed in reserve status so that rescue operations remain unimpeded during an event that takes the front line apparatus out of service.



CONTRACT COVER MEMORANDUM

TO: Enedina Kassamanian
FROM: Max Liwin
DATE: 2-3-2025
RE: Purchase of Rescue Truck

Contract Recipient/Vendor Name:	HME, Inc.
Department Head Initials of Approval:	<i>ML</i>
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Deputy Chief Max Litwin
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Enedina Kassamanian
Record Destruction Date: <i>(Legal to fill in)</i>	N/A
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-116
Due Date For Signature:	2/10/2025
Expiration Date of Contract:	N/A
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$884,500.00
Funding Source:	2240-08-080000-54440
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A

Summary of Contract:

This contract is for one Heavy Rescue Truck for the fire department. With the recent reinsertion of a dedicated rescue team to fire department operations, this purchase will allow the proper response to rescue related emergency needs.



APPARATUS SALES AGREEMENT

This Apparatus Sales Agreement ("Agreement") sets forth the terms and conditions under which HME, INC., a Michigan corporation of 1950 Byron Center Ave., Wyoming, Michigan 49519 ("HME") will sell an apparatus as further identified on *Schedule A* ("Apparatus") to the following buyer ("Buyer") and Buyer will purchase the Apparatus.

Buyer:

Bloomington Fire Department

(Name of Buyer)

2917 S. McIntire Lane

(Street)

Bloomington

IN

47403

(City)

(State)

(Zip)

Attention: Jason Zeeks, Assistant Chief of Operations

Telephone No. (812) 332-9763


E-mail Address: zeeksj@bloomington.in.gov

This Agreement is comprised of this Signature Page, the attached *Schedule A*, and the attached General Terms and Conditions.

The parties have executed this Agreement based on the dates of the signatures below.

HME, INC.

By:


(HME Signature)

Gary Trout

(Type or Print Individual's Name)

Its:

President

(Type or Print Individual's Title)

Date:

10/23/24

City of Bloomington Fire Department

(Type or Print Buyer's Name)

By:



Digitally signed by litwinm
Date: 2024.10.11 11:03:34 -04'00'

(Buyer Signature)

Max Litwin

(Type or Print Individual's Name)

Its:

Deputy Chief

(Type or Print Individual's Title)

Date:

10/11/24

SIGNATURE PAGE

20670331

SCHEDULE A

APPARATUS INFORMATION

Apparatus Type:	Heavy Rescue, SO #24293
Date of Specifications:	6/14/24
Price:	\$884,500.00
Pre-Construction Conference Date: (if needed)	
Expected Delivery Date:	January 31, 2024
Additional Terms:	Sourcewell purchase. Price includes lettering, final inspection for four (4) representatives, and delivery.



Board of Public Works Staff Report

Project/Event: Renewal #2 for Asphalt Materials Contract for Primary Provider to E&B Paving, LLC and Secondary Provider to Milestone Contractor

Petitioner/Representative: Street Department

Staff Representative: Joe Van Deventer

Date: February 10, 2025

Report:

Per the 2023 contract agreement with E&B Paving, Inc. and secondary provider Milestone Contractors, LP. Both providers have agreed to extend our contract on same terms and conditions for 2025. The bid results are as follows:

E&B Paving, LLC (Primary Provider) and Milestone Contractors (Secondary Provider)

☒ E&B Paving, Inc.

+/- 20,000 Tons	Hot Mix (Surface #9 or #11)	\$ 59.50
+/- 200 Tons	Binder (Intermediate #8 or #9)	\$ 58.50
+/- 200 Tons	Base (#5)	\$ 55.50
+/- 200 Tons	Cold Mix	\$ 125.00
+/- 8,000 Tons	Recycled Asphalt Product (RAP)	\$ 6.00 (Credit)
+/- 2,500 Gallons	Tack Oil	\$ 5.00

☒ Milestone Contractors, LP

+/- 20,000 Tons	Hot Mix (Surface #9 or #11)	\$ 61.95
+/- 200 Tons	Binder (Intermediate #8 or #9)	\$ 61.95
+/- 200 Tons	Base (#5)	\$ 55.50
+/- 200 Tons	Cold Mix	\$ 120.00
+/- 8,000 Tons	Recycled Asphalt Product (RAP)	\$ 7.00 (Credit)
+/- 2,500 Gallons	Tack Oil	\$ 4.00



CONTRACT COVER MEMORANDUM

TO: Legal Department
FROM: Joe Van Deventer
DATE: February 11, 2025
RE: Renewal #2 to Asphalt Materials Contract with primary
E&B Paving, LLC. and secondary Milestone Contractors, LP

Contract Recipient/Vendor Name:	E&B Paving, LLC.
Department Head Initials of Approval:	Adam Wason
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Danna Workman
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	2037
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-109
Due Date For Signature:	02.10.2025
Expiration Date of Contract:	12/31/2025
Renewal Date for Contract:	Upon mutual agreement
Total Dollar Amount of Contract:	Not to exceed \$800,000
Funding Source:	1101-02-020000-52330 - \$132,887.00 2202-20-200000-52330 - \$216,696.00 4402-02-020000-52330 - \$450,417.00
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract:

This is Renewal #2 to the 2023 asphalt materials contract with E&B Paving, LLC. Pricing covered under the original contract will remain the same for the 2025 paving season. (Secondary Provider) Milestone Contractors agreed for renewal for 2025.

City of Bloomington Contract and Purchase Justification Form

Vendor: E&B Paving, LLC (Primary)

Contract Amount: \$ 800,000

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 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: 2	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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No Asphalt bid documents were awarded at BPW on 2/14/2023.
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 asphalt material bids were opened at the Board of Public Works session on 2/13/23. Two bids were submitted from E&P Paving, LLC and Milestone Contractors. E&B Paving will be primary provider with lowest bid. Milestone Contractors will be secondary provider.

This is Renewal #2 to the 2023 asphalt materials contract with E&B Paving, LLC. Pricing covered under the original contract will remain the same for the 2025 paving season. Secondary Provider, Milestone Contractors has agreed for renewal for 2025 as well.

 Joe VanDeventer

Print/Type Name

 Director of Operations

Print/Type Title

 PW/Street Division

Department

CITY OF BLOOMINGTON BID FORM

	CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1.	MIXED WINTER STOCKPILE COLD MIX (B.C.A.)	+/- 200	TONS	BITUMINOUS MATERIAL COLD MIX*	\$ 125.00	\$25,000.00
2.	HOT ASPHALTIC SURFACE MIX #9 OR #11	+/- 20,000	TONS	BITUMINOUS MATERIAL HOT MIX*	\$ 59.50	\$1,190,000.00
3.	HOT ASPHALTIC INTERMEDIATE MIX #8 OR #9	+/- 200	TONS	BITUMINOUS MATERIAL HOT MIX*	\$ 58.50	\$11,700.00
4.	HOT ASPHALTIC BASE MIX #5	+/- 200	TONS	BITUMINOUS MATERIAL HOT MIX*	\$ 55.50	\$11,100.00
5.	TACK OIL	+/- 2,500	GALS	TACK OIL	\$ 5.00	\$12,500.00

*Per INDOT Specifications Section 400 ASPHALT PAVEMENTS detailed specifications. Other sections may be applicable for conformance to complete specifications. It is the responsibility of the supplier to ensure they familiarize and understand all requirements for material bidding, and disqualification may occur at the discretion of the Board of Public Works should a supplier or their material does not meet the requirements

BITUMINOUS MATERIALS RECYCLED ASPHALT PRODUCT (RAP)

	CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION	CREDIT UNIT PRICE	TOTAL CREDIT AMOUNT
1.	RECYCLED ASPHALT PRODUCT (RAP)	+/- 8,000	TONS	BITUMINOUS MATERIAL MILLINGS AND/OR ASPHALT CHIPS	\$-6.00	\$-48,000.00

FOB Location of plant: 1110 N. Oard Road, Bloomington, IN 47404

CITY OF BLOOMINGTON BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

BITUMINOUS MATERIALS, TACK OIL, RECYCLED ASPHALT

(PLEASE TYPE OR PRINT MATERIAL NAME)

February 13, 2023

(DATE)

1. Governmental Unit: City of Bloomington Board of Public Works

2. County: Monroe

3. Bidder (Firm):

E&B Paving, LLC

Address:

2520 W. Industrial Park Drive

City/State/Zip Code:

Bloomington, IN 47404

4. Telephone Number:

812-334-7940

5. Agent of Bidder (if applicable):

Todd Hoops, Area Manager

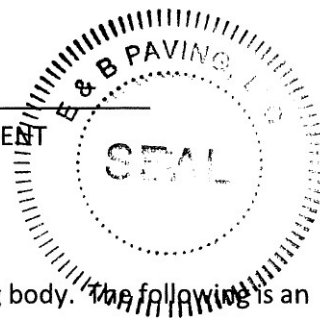
Pursuant to notices given, the undersigned offers bid(s) City of Bloomington Board of Public Works. In Accordance with the following attachment(s) which specify the class or item number or description, quantity, unit price and total amount.

The Contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he/she has not offered nor received a less price than that price stated in his/her bid for the materials included in said bid. Bidder further agrees that he/she will not withdraw his/her bid from the office in which it is filed. A certified check or bond will be

filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as case may be.


SIGNATURE OF BIDDER OR AGENT

BID OFFER OR PROPOSAL



Attach separate sheet listing each item bid based on specifications published by governing body. The following is an example of this bid format:

CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
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NON-COLLUSION AFFIDAVIT

STATE OF Indiana)

SS:

COUNTY OF Monroe)

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership representative represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

E&B Paving, LLC

BIDDER (FIRM)


Todd Hoops, Area Manager

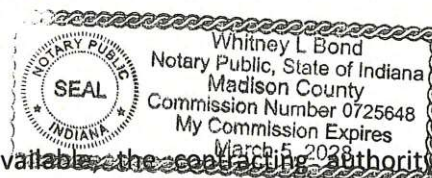
SIGNATURE OF BIDDER OR AGENT

Subscribed and sworn to me this 13 day of February 20 23My Commission
Expires:March 5, 2028

Notary Public

County of Residence: Madison

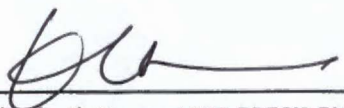
ACCEPTANCE



There now being sufficient unobligated appropriated funds available, the contracting authority of City of Bloomington Board of Public Works hereby accepts the terms of the attached bid for classes or items numbered and promises to pay the undersigned bidder upon delivery of the price quoted for the materials stipulated in said bid.

BOARD OF PUBLIC WORKS MEMBERS:


Kyla Cox Deckard, PRESIDENT


Elizabeth Karon, VICE PRESIDENT


Jennifer Lloyd, SECRETARY

ADDITIONAL CONTRACT CLAUSE ATTACHMENT

The following clause is added and incorporated as an additional contract term.

Liquidated Damages. The city and bidder recognize that time is of the essence in bidder's providing Bituminous Materials for pick up by city vehicles at bidder's site(s). The city will suffer financial loss if the bituminous materials are not available at the time needed by the city. The city and bidder also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the materials are not available when needed by the city. Accordingly, instead of requiring any such proof, the city and bidder agree that as liquidated damages for delay (but not as a penalty), bidder shall pay the city the following amount each time that bituminous materials are not available for pick up by city vehicles at bidder's site. If bidder shall neglect, refuse, or fail to provide the bituminous materials when needed by the city, bidder shall pay city the following amount for each instance in which bidder neglects, refuses or fails to provide bituminous materials to the city.

<u>Item</u>	<u>Liquidated Damages</u>
Neglect, Refusal or Failure to Provide Bituminous Materials for Pick Up by City Vehicle(s) at Bidder's Site(s)	Any and all costs, above the Bidder's contract rate, for the City to purchase bituminous materials from another source

The city shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to bidder, or to initiate applicable dispute resolution procedures and recover liquidated damages for nonperformance of this Contract within the time stipulated.

Acceptance. Signed Todd Hoops

Printed Name Todd Hoops

Title Area Manager

Company E&B Paving, LLC

Date February 13, 2023



Exhibit A

CITY OF BLOOMINGTON BID FORM

	CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1.	MIXED WINTER STOCKPILE COLD MIX (B.C.A.)	+/- 200	TONS	BITUMINOUS MATERIAL COLD MIX*	\$120.00	\$ 24,000.00
2.	HOT ASPHALTIC SURFACE MIX #9 OR #11	+/- 20,000	TONS	BITUMINOUS MATERIAL HOT MIX*	\$ 61.95	\$ 1,239,000.00
3.	HOT ASPHALTIC INTERMEDIATE MIX #8 OR #9	+/- 200	TONS	BITUMINOUS MATERIAL HOT MIX*	\$ 61.95	\$ 12,390.00
4.	HOT ASPHALTIC BASE MIX #5	+/- 200	TONS	BITUMINOUS MATERIAL HOT MIX*	\$ 55.50	\$ 11,100.00
5.	TACK OIL	+/- 2,500	GALS	TACK OIL	\$ 4.00	\$ 10,000.00

*Per INDOT Specifications Section 400 ASPHALT PAVEMENTS detailed specifications. Other sections may be applicable for conformance to complete specifications. It is the responsibility of the supplier to ensure they familiarize and understand all requirements for material bidding, and disqualification may occur at the discretion of the Board of Public Works should a supplier or their material does not meet the requirements

BITUMINOUS MATERIALS RECYCLED ASPHALT PRODUCT (RAP)

	CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION	CREDIT UNIT PRICE	TOTAL CREDIT AMOUNT
1.	RECYCLED ASPHALT PRODUCT (RAP)	+/- 8,000	TONS	BITUMINOUS MATERIAL MILLINGS AND/OR ASPHALT CHIPS	\$ 7.00	\$ 56,000.00



E&B PAVING, LLC

January 31, 2025

Mr. Joe Vandeventer
City of Bloomington Street Department

Re: 2025 FOB Hot Mix Asphalt

Mr. Vandeventer,

Please let this letter serve as notice of E&B willingness to renew the pricing we submitted for 2023 FOB Hot Mix Asphalt for the 2025 calendar year as allowed per the bid documents.

This pricing is as follows:

HMA Surface Type B, #9 or #11	\$59.50 per ton
HMA Intermediate Type B #8 or #9	\$58.50 per ton
HMA Base Type B, #5	\$55.50 per ton
Cold Mix Asphalt Patching Material	\$125.00 per ton
Tack Oil SS-1-H	\$5.00 per gallon
Recycled Asphalt Product (RAP)	-\$6.00 per ton

FOB Location
1110 N Oard Road
Bloomington, IN 47404

Please contact me with any questions and we look forward to continuing this valued relationship.

Sincerely,

Garrett Gough
Division Manager

Accepting for City of Bloomington

AN EQUAL OPPORTUNITY EMPLOYER

2520 W. INDUSTRIAL PARK DRIVE, BLOOMINGTON, IN 47404

PHONE 812-334-7940

www.ebpaving.com

ASPHALT AND CONCRETE PAVING CONTRACTORS



Confirmation of FOB Asphalt Pricing

Dear Mr. Bitner,

I hope this note finds you well. I am writing to confirm that Milestone will roll over our FOB asphalt pricing as secondary. We look forward to continuing our collaboration with the city of Bloomington.

Please feel free to reach out if you have any questions or need further clarification.

Best regards,

 1-23-25
AJ Chandler

Dir. of Estimating



Board of Public Works Staff Report

Project/Event: Addendum #1 to the Agreement for Purchase and Delivery of Fuel

Petitioner/Representative: Fleet Maintenance Department

Staff Representative: Lisa Lazell

Meeting Date:

Report: On December 19, 2023 the Board of Public Works approved agreements for the purchase and delivery of fuel products with the following companies: Premier Energy, Petroleum Traders Corporation and Sunoco LP. Included in the agreements is the provision to renew the agreement annually.



CONTRACT COVER MEMORANDUM

TO: Legal Department
FROM: PW/Fleet Division
DATE: February 10, 2025
RE: Renewal of Fuel Contract with Premier Energy, Petroleum Traders, Corp., and Sunoco, LLC.

Contract Recipient/Vendor Name:	Premier Energy Petroleum Traders, Corp. Sunoco, LLC
Department Head Initials of Approval:	Adam Wason
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Lisa Lazell
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	2038
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-108
Due Date For Signature:	02.10.2025
Expiration Date of Contract:	12-31-2025
Renewal Date for Contract:	Upon mutual agreement
Total Dollar Amount of Contract:	NTE \$1,238,445.00
Funding Source:	7702-17-170000-52240
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract: The contracts are for the purchase and delivery of unleaded and diesel fuel.

CONTRACT PLACEHOLDER

Contract is still in the Legal review process

**CLAIMS WILL BE SENT
OUT IN THE PACKET
UPDATE**