

Board of Public Works Meeting

October 2, 2018



**REVISED AGENDA
BOARD OF PUBLIC WORKS
OCTOBER 2, 2018**

A Regular Meeting of the Board of Public Work to be held Tuesday, October 2, 2018 at 5:30 p.m., in the Council Chambers of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana.

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. TITLE VI ENFORMCEMENT

1. Permission to Abate Property at 231 N. Adams Street
2. Permission to Abate Property at 233 N. Adams Street
3. Permission to Abate Property at 1301 W. 8th Street
4. Permission to Abate Property at 3811 N. Kinser Pike

IV. CONSENT AGENDA

1. Approval of Minutes – September 18
2. Resolution 2018-106: Allow Mobile Vendor to Operate in the Public Right of Way (Swakin Stir – Fry)
3. Resolution 2018-107: Allow Mobil Vendor to Operate in the Public Right of Way (Broomsticks Bakery)
4. Use of Public Streets for BBC 5K Run/Walk (Thursday, 11/22)
5. Request from Gilliate General Contractors to Shift/Close Lanes on Tapp Road (Sunday, 10/14 – Saturday, 10/27)
6. Request from Weddle Brothers to extend the use of the public right of way to close E. 13th Street from N. Woodlawn Avenue to N. Fess Avenue IU Fine Arts Project (Monday, 9/24 through Friday 10/26)
7. Approval of Payroll

V. NEW BUSINESS

1. Resolution 2018-109: Uphold Order to Seal Unsafe Structure at 2431 South Bryan Street
2. Resolution 2018-108: Approval for the Short – Term Closure of Public Right of Way
3. Request from City of Bloomington Utilities Request to Use Public Right of Way to Facilitate a Culvert Repair (Monday,10/1 – Wednesday, 10/31)
4. Approve Change Order #3 for the Pedestrian Countdown Timer Project
5. Approve Change Order #4 for the Pedestrian Countdown Timer Project
6. Approve Supplement #1 for the HWC Engineering Construction Inspection Contract on the Pedestrian Countdown Timers Project
7. Approve Construction Inspection Contract with HWC Engineering for the 2nd – Bloomfield Multimodal Safety Improvements Project
8. Approve Replacement of Automatic Doors at City Hall by Stanley Access Technologies
9. Noise Permit Request Regarding Lights on the Lawn (Thursday, 10/11)

VI. STAFF REPORTS & OTHER BUSINESS

VII. APPROVAL OF CLAIMS

VIII. ADJOURNMENT

Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call 812-349-3410 or email public.works@bloomington.in.gov.

Staff Report

To: Board of Public Works

From: Jo Stong, HAND; Chris Wheeler, City Legal

Date: September 27, 2018

Re: Request For Order to Abate 231 N. Adams St., Bloomington, IN

Attachments:

1. First Notice of Violation Issued August 15
2. Photographs of the Property
3. Proposed BPW Decision and Proposed BPW Order

Facts:

1. Bloomington Municipal Code 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On August 15, 2018, Neighborhood Compliance Officer Jo Stong inspected the property located at 231 N. Adams St., Bloomington, IN (Hereinafter the “Property”) and issued Notice of Violation #41166 (Hereinafter the “NOV”) to Dustin and Crystal Sullivan because the Property is in violation of BMC 6.06.050 in that it contains grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the property is overgrown.
3. The violation has not been corrected and the NOV was not appealed.
4. The NOV was posted in a conspicuous place at the Property in accordance with 6.06.070(b).
5. Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC 6.06.080(b).
6. The abatement order should be continuous in nature.

Status of the Property and Reason for Abatement:

The Property remains in a continued state of excessive growth. Grass throughout the entire property is in excess of eight inches. The Property needs to be abated to eliminate the violation and public nuisance.

Staff Recommendation:

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

City of Bloomington's Board of Public Works

Decision on Request for Abatement of NOV

#41166 (excessive growth)

This matter is before the Board of Public Works for Abatement of Notice of Violation #41166 (Hereinafter referred to as the "NOV"). Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, October 2, 2018.

The Board of Public Works now finds as follows:

1. Dustin and Crystal Sullivan (hereinafter the "Owner") own the real estate located at 231 N. Adams St., Bloomington, IN (the "Property").
2. On August 15, 2018, Jo Stong, City of Bloomington Neighborhood Compliance Officer, issued the NOV after personally observing weeds and grass growing on the Property at a height greater than eight inches and overgrown, in violation of BMC 6.06.050.
3. The NOV was properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV was not appealed.
5. The violation(s) cited in the NOV has not been remedied.
6. Notice of Abatement was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

1. That the City shall abate the Property in accordance with Bloomington Municipal Code 6.06.
2. That the Board of Public Works shall issue an Order of Abatement to the owner of the Property.
3. That the Order of Abatement shall be continuous.

So Ordered this 2nd day of October, 2018.

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



Notice of Violation

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

Date 8-15-18 Time 10:44A Address/location 231 N. Adams 47408

Issued by: 230

BMC 6.04.070 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

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

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.060(c).

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

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

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

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

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 41166

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

Comments: Cut the overgrowth.
Property will go to Board of Public Works for permission to abate.

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

Owner Name Dustin & Crystal Sullivan
 Address 2912 Stater Ferry Rd.
 City Sulsberry State IN
 Zip Code 47459

Agent Name _____
 Address _____
 City _____ State _____
 Zip Code _____

BPW: X9-4-18

Mail Copies To: Resident: X Owner: X Agent: _____



Agent Name:
 Address:
 City:
 Zip Code:
 Copy To: Resident

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Staff Report

To: Board of Public Works

From: Jo Stong, HAND; Chris Wheeler, City Legal

Date: September 27, 2018

Re: Request For Order to Abate 233 N. Adams St., Bloomington, IN

Attachments:

1. First Notice of Violation Issued August 1, 2018
2. Photographs of the Property
3. Proposed BPW Decision and Proposed BPW Order

Facts:

1. Bloomington Municipal Code 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On August 1, 2018, Neighborhood Compliance Officer Jo Stong inspected the property located at 233 N. Adams St., Bloomington, IN (Hereinafter the “Property”) and issued Notice of Violation #41007 (Hereinafter the “NOV”) to Dustin and Crystal Sullivan because the Property is in violation of BMC 6.06.050 in that it contains grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the property is overgrown.
3. The violation has not been corrected and the NOV was not appealed.
4. The NOV was mailed to the Owners in accordance with 6.06.070(b).
5. Notice of Request to Abate was served on the Owners of the Property by certified mail in accordance with BMC 6.06.080(b).
6. The abatement order should be continuous in nature.

Status of the Property and Reason for Abatement:

The Property remains in a continued state of excessive growth. Grass throughout the entire Property is in excess of eight inches. The Property needs to be abated to eliminate the violation and public nuisance.

Staff Recommendation:

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

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

Comes now the City of Bloomington Board of Public Works, pursuant to the authority granted it by Indiana Code 36-7-10.1-3 and Bloomington Municipal Code Chapter 6.06 and issues this Order of Abatement for the property located at 233 N. Adams St., Bloomington, Indiana, under parcel number 53-05-32-307-110.000-005 and whose legal description is 013-34630-00 Watermans Lot 12.

This Order of Abatement allows the City of Bloomington, via either its employees or a third-party private contractor hired by the City of Bloomington, to enter into and onto the above-described property in order to bring said property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, this Order of Abatement allows the City of Bloomington, via either its employees or a third-party contractor hired by the City of Bloomington, to enter onto the above-described property to reduce the weeds, grass or noxious plants present on said property to a height of below eight inches.

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

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

THIS CONTINUOUS ABATEMENT ORDER SHALL EXPIRE ON THE 31st day of July, 2019.

SO ORDERED THIS 2nd DAY OF OCTOBER, 2018.

Kyla Cox Deckard, President of the Board

City of Bloomington's Board of Public Works

Decision on Request for Abatement of NOV

#41007 (excessive growth)

This matter is before the Board of Public Works for Abatement of Notice of Violation #41007 (Hereinafter referred to as the "NOV"). Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, October 2, 2018.

The Board of Public Works now finds as follows:

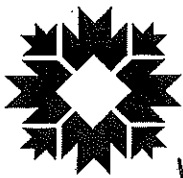
1. Dustin and Crystal Sullivan (hereinafter the "Owner") own the real estate located at 233 N. Adams St., Bloomington, IN (the "Property").
2. On August 1, 2018, Jo Stong, City of Bloomington Neighborhood Compliance Officer, issued the NOV after personally observing weeds and grass growing on the Property at a height greater than eight inches and overgrown, in violation of BMC 6.06.050.
3. The NOV was properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV was not appealed.
5. The violation(s) cited in the NOV has not been remedied.
6. Notice of Abatement was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

1. That the City shall abate the Property in accordance with Bloomington Municipal Code 6.06.
2. That the Board of Public Works shall issue an Order of Abatement to the owner of the Property.
3. That the Order of Abatement shall be continuous.

So Ordered this 2nd day of October, 2018.

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



Notice of Violation

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

Date ~~8-1-18~~ ^{Wed} 8-1-18 Time 11:29 A Address/location 233 N. Adams 47404
Issued by: 230 Vacant lot

BMC 6.04.070 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

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

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.060(c).

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

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

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

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

Fine Due: \$50 **\$100** **\$150** **Warning (No fine due at this time)** Ticket# 41007

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

Comments: cut the overgrowth

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

Owner Name Dustin & Crystal Sullivan
Address 2912 State Ferry Rd
City Solsberry State IN
Zip Code 47459

Agent Name _____
Address _____
City _____ State _____
Zip Code _____

BPW: _____

Mail Copies To: Resident: _____ Owner: Agent: _____



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Staff Report

To: Board of Public Works

From: Jo Stong, HAND; Chris Wheeler, City Legal

Date: September 27, 2018

Re: Request For Order to Abate 1301 W. 8th St., Bloomington, IN

Attachments:

1. First Notice of Violation Issued August 31, 2018
2. Photographs of the property
3. Proposed BPW Decision and Proposed BPW Order

Facts:

1. Bloomington Municipal Code 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On August 1, 2018, Neighborhood Compliance Officer Jo Stong inspected the property located at 1301 W. 8th St., Bloomington, IN (Hereinafter the “Property”) and issued Notice of Violation #41339 (Hereinafter the “NOV”) to Hannah Wilkerson & Sarah Poole because the Property is in violation of BMC 6.06.050 in that it contains grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the Property is overgrown.
3. The violation has not been corrected and the NOV was not appealed.
4. The NOV was posted in a conspicuous place at the Property in accordance with 6.06.070(b).
5. Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC 6.06.080(b).
6. The abatement order should be continuous in nature.

Status of the Property and Reason for Abatement:

The Property remains in a continued state of excessive growth. Grass throughout the entire Property is in excess of eight inches. The Property needs to be abated to eliminate the violation and public nuisance.

Staff Recommendation:

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

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

Comes now the City of Bloomington Board of Public Works, pursuant to the authority granted it by Indiana Code 36-7-10.1-3 and Bloomington Municipal Code Chapter 6.06 and issues this Order of Abatement for the property located at 1301 W. 8th St., Bloomington, Indiana, under parcel number 53-05-32-307-112.000-005 and whose legal description is 013-26770-00 Waterman Pt Lot 59.

This Order of Abatement allows the City of Bloomington, via either its employees or a third-party private contractor hired by the City of Bloomington, to enter into and onto the above-described property in order to bring said property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, this Order of Abatement allows the City of Bloomington, via either its employees or a third-party contractor hired by the City of Bloomington, to enter onto the above-described property to reduce the weeds, grass or noxious plants present on said property to a height of below eight inches.

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

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

THIS CONTINUOUS ABATEMENT ORDER SHALL EXPIRE ON THE 30th day of August, 2019.

SO ORDERED THIS 2nd DAY OF OCTOBER, 2018.

Kyla Cox Deckard, President of the Board

City of Bloomington's Board of Public Works

Decision on Request for Abatement of NOV

#41339 (excessive growth)

This matter is before the Board of Public Works for Abatement of Notice of Violation #41339 (Hereinafter referred to as the "NOV"). Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, October 2, 2018.

The Board of Public Works now finds as follows:

1. Hannah Wilkerson and Sarah Poole (hereinafter the "Owner") own the real estate located at 1301 W. 8th St., Bloomington, IN (the "Property").
2. On August 31, 2018, Jo Stong, City of Bloomington Neighborhood Compliance Officer, issued the NOV after personally observing weeds and grass growing on the Property at a height greater than eight inches and overgrown, in violation of BMC 6.06.050.
3. The NOV was properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV was not appealed.
5. The violation(s) cited in the NOV has not been remedied.
6. Notice of Abatement was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

1. That the City shall abate the Property in accordance with Bloomington Municipal Code 6.06.
2. That the Board of Public Works shall issue an Order of Abatement to the owner of the Property.
3. That the Order of Abatement shall be continuous.

So Ordered this 2nd day of October, 2018.

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



Notice of Violation

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

Date 8.31.18 ^{FRI} Time 2:22P Address/location 1301 W. 8th 47404

Issued by: 230

BMC 6.04.070 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

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

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.060(c).

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

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

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

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

Fine Due: \$50 \$100 \$150 **Warning (No fine due at this time)** Ticket# 411339

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

Comments: Received complaint about this address.
cut the overgrowth.

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

Owner Name Hannah Wilkerson & Sarah Poole
Address 1301 W 8th
City Bton State IN
Zip Code 47404

Agent Name _____
Address _____
City _____ State _____
Zip Code _____

BPW: _____

Mail Copies To: Resident: _____ Owner: Agent: _____
Vacant



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Staff Report

To: Board of Public Works

From: Jo Stong, HAND; Chris Wheeler, City Legal

Date: September 27, 2018

Re: Request For Order to Abate 3811 N. Kinser Pike, Bloomington, IN

Attachments:

1. First Notice of Violation Issued August 29, 2018
2. Photographs of the property
3. Proposed BPW Decision and Proposed BPW Order

Facts:

1. Bloomington Municipal Code 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On August 29, 2018, Neighborhood Compliance Officer Jo Stong inspected the property located at 3811 N. Kinser Pike, Bloomington, IN (Hereinafter the “Property”) and issued Notice of Violation #41298 (Hereinafter the “NOV”) to Robert L. Wagner because the Property is in violation of BMC 6.06.050 in that it contains grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the Property is overgrown.
3. The violation has not been corrected and the NOV was not appealed.
4. The NOV was posted in a conspicuous place at the Property in accordance with 6.06.070(b).
5. Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC 6.06.080(b).
6. The abatement order should be continuous in nature.

Status of the Property and Reason for Abatement:

The Property remains in a continued state of excessive growth. Grass throughout the entire Property is in excess of eight inches. The Property needs to be abated to eliminate the violation and public nuisance.

Staff Recommendation:

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

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

Comes now the City of Bloomington Board of Public Works, pursuant to the authority granted it by Indiana Code 36-7-10.1-3 and Bloomington Municipal Code Chapter 6.06 and issues this Order of Abatement for the property located at 3811 N. Kinser Pike, Bloomington, Indiana, under parcel number 53-05-20-401-036.000-005 and whose legal description is 013-08810-00 Fritz Terrace 1ST Lot 63.

This Order of Abatement allows the City of Bloomington, via either its employees or a third-party private contractor hired by the City of Bloomington, to enter into and onto the above-described property in order to bring said property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, this Order of Abatement allows the City of Bloomington, via either its employees or a third-party contractor hired by the City of Bloomington, to enter onto the above-described property to reduce the weeds, grass or noxious plants present on said property to a height of below eight inches.

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

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

THIS CONTINUOUS ABATEMENT ORDER SHALL EXPIRE ON THE 28th day of August, 2019.

SO ORDERED THIS 2nd DAY OF OCTOBER, 2018.

Kyla Cox Deckard, President of the Board

City of Bloomington's Board of Public Works

Decision on Request for Abatement of NOV

#41298 (excessive growth)

This matter is before the Board of Public Works for Abatement of Notice of Violation #41298 (Hereinafter referred to as the "NOV"). Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, October 2, 2018.

The Board of Public Works now finds as follows:

1. Robert L. Wagner (hereinafter the "Owner") own the real estate located at 3811 N. Kinser Pike, Bloomington, IN (the "Property").
2. On August 29, 2018, Jo Stong, City of Bloomington Neighborhood Compliance Officer, issued the NOV after personally observing weeds and grass growing on the Property at a height greater than eight inches and overgrown, in violation of BMC 6.06.050.
3. The NOV was properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV was not appealed.
5. The violation(s) cited in the NOV has not been remedied.
6. Notice of Abatement was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

1. That the City shall abate the Property in accordance with Bloomington Municipal Code 6.06.
2. That the Board of Public Works shall issue an Order of Abatement to the owner of the Property.
3. That the Order of Abatement shall be continuous.

So Ordered this 2nd day of October, 2018.

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



Dedicated to Service & QualitySM

VISIT MENARDS.COM

10 11 12 13 14 15 16 17 18 19

The Board of Public Works meeting was held on Tuesday, September 18, at 5:42 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana, with Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard
Beth Hollingsworth
Dana Palazzo

ROLL CALL

City Staff:
Liz Carter – Planning & Transportation
Neil Kopper – Planning & Transportation
Christina Smith – Public Works
Michael Large – Public Works
J.D. Boruff – Public Works
Jackie Moore – City Legal

Hollingsworth commented on the traffic update. She thanked the City employees for their hard work and diligence while projects were on going.

**MESSAGES FROM
BOARD MEMBERS**

None

**PETITIONS &
REMONSTRANCES**

None

TITLE 6 VIOLATIONS

CONSENT AGENDA

1. Approval of Minutes- September 4, 2018
2. Resolution 2018-99: Allow Mobile Vendor to Operate in the Public Right - of -Way (Pili's Party Taco Truck#2)
3. Resolution 2018-100: Use of Public Street for Parks & Recreation Holiday Market (Saturday, 11/25)
4. Resolution 2018-101: Use of Public Street for Breast Cancer Awareness Walk (Saturday, 10/27)
5. Resolution 2018-102: Use of Public Street for IU Street Sprints (Saturday, 10/27)
6. Resolution 2018-103: Use of Public Street for Jill Behrman 5k (Saturday, 10/27)
7. Resolution 2018-95: Amend Use of Public Street for Bloomingfoods Co-op Vendor Fair to Change Start Time from 8am to 6am (Saturday, 9/22)
8. Approve Addendum # 2 Supplement for Agreement for the Purchase and Delivery of Fuel with Al Warren Oil, Heritage Petroleum, Petroleum Traders and White River Co-Op
9. Approval of Payroll in the amount of \$395,840.84

Hollingsworth made a motion to approve the items on the Consent Agenda. Palazzo seconded. Motion passed. Consent Agenda approved.

NEW BUSINESS

Liz Carter, Planning & Transportation, presented the Request from Pictura Gallery to Encroach into the Public Right of Way located at 204 South Rogers St. See meeting packet for details.

Board Comments:

Hollingsworth asked for clarification of the encroachment. Carter explained that the contractor understands that they have a limited time to complete the project and must come back to the board if they need more time to complete the project.

Palazzo made a motion to approve the Request from Pictura Gallery to Encroach into the Public Right – of –Way located at 204 South Rogers Street. Hollingsworth seconded. Motion passed. Resolution 2018-105 is approved.

Liz Carter, Planning & Transportation, presented the Request from Weddle Brothers to Use Public Right – of –Way for IU Fine Arts Construction Project. See meeting packet for details.

Board Comments:

Hollingsworth asked for clarification on the street closure times.

Carter explained that 13th street would be closed from 7am to 5:30pm while work is taking place. In addition, the crane will be moved when not in use to allow traffic to utilize the street.

Hollingsworth made a motion to approve the Request from Weddle Brothers to Use Public Right – of – Way for IU Fine Arts Construction Project. Palazzo seconded. Motion passed. Request is approved.

Liz Carter, Planning & Transportation, presented the Request from Sarge Rentals to Use Public Right of Way and Parking Spaces for Dumpster Placement and Construction Vehicles on Kirkwood Ave. See meeting packet for details.

Board Comments:

Hollingsworth asked if the parking spaces to be used were on Kirkwood Avenue or Walnut Street. Carter stated that the property has a Kirkwood Avenue address but the five parking spots would be on the west side of the property on Walnut Street. Hollingsworth asked about the progress of the construction project. Carter elaborated on the intentions of the contractor to complete the project in a timely manner. Carter said the contractor understands that the

**Resolution 2018-105:
Request from Pictura
Gallery to Encroach into
the Public Right of Way
located at 204 South
Rogers St.**

**Request from Weddle
Brothers to Use Public
Right of Way for IU Fine
Arts Construction
Project**

**Request from Sarge
Rentals to Use Public
Right of Way and
Parking Spaces for
Dumpster Placement and
Construction Vehicles on
Kirkwood Avenue**

scaffolding is an eyesore. Hollingsworth asked about previous conversations regarding the plastic covering. Carter went on to explain that the plastic cover is imperative to keep pedestrians and patrons of local restaurants safe from debris and dust resulting from the work.

Palazzo asked for clarification regarding the location of the concrete barriers. Carter explained the barriers would not prevent usage of the east lane of Walnut Street. The barriers will create a safety enclosure restricting pedestrians from the work zone.

Hollingsworth made a motion to approve the Request from Sarge Rentals to Use Public Right of Way and Parking Spaces for Dumpster Placement and Construction Vehicles on Kirkwood Ave. Palazzo seconded. Motion passed. Request is approved.

Liz Carter, Planning & Transportation, presented the Hold Harmless Agreement for Sanitation and Snow and Ice Removal Services for Habitat for Humanity Trailview Neighborhood. See meeting packet for details.

Carter explained that the infrastructure improvements will become City inventory once completed. Carter went on to state that the City has determined the roadways are sufficient for waste and snow removal using service vehicles.

Board Comments:

Cox Deckard asks for clarification of how the one year agreement will work. Carter explained that these improvements are the responsibility of the City once approved. After the one year has passed if the predetermined corrections to infrastructure are not made by Habitat then the City will cash the bond for the project and use the funds to make the corrections that are remaining or necessary.

Palazzo made a motion to approve Hold Harmless Agreement for Sanitation and Snow and Ice Removal Services for the Habitat for Humanity Trailview Neighborhood. Hollingsworth seconded the motion. Motion passed. Agreement is approved.

Neil Kopper, Planning & Transportation, presented Supplement 2 for the Preliminary Engineering Services Contract with WSP USA, Inc. for the 2nd-Bloomfield Multimodal Safety Improvements Project. See meeting packet for details.

Hollingsworth made a motion to Approve Supplement 2 for the Preliminary Engineering Services Contract with WSP USA, Inc. for the 2nd-Bloomfield Multimodal Safety Improvements Project. Palazzo seconded. Motion passed. Supplement 2 is approved.

Approve Hold Harmless Agreement for Sanitation and Snow and Ice Removal Services for Habitat for Humanity Trailview Neighborhood

Approve Supplement 2 for the Preliminary Engineering Services Contract with WSP USA, Inc. for the 2nd-Bloomfield Multimodal Safety Improvements Project

J.D. Boruff, Public Works, presented Agreement with Designscape Horticultural Services Inc. for Grading, Turf Installation, and Landscape Bed Maintenance at City Hall. See meeting packet for details.

Board Comments:

Hollingsworth asked if this agreement included maintenance of the fountain. Boruff explained that the fountain is the responsibility of the Parks Department. Boruff went on to elaborate on plans to correct the areas without grass around the fountain due to the steep grade.

Hollingsworth made a motion to Approve Agreement with Designscape Horticultural Services Inc. for Grading, Turf Installation, and Landscape Bed Maintenance at City Hall. Palazzo seconded. Motion passed. Agreement is approved.

J.D. Boruff, Public Works, presented Contract for Custodial Maintenance & Janitorial Services at City of Bloomington Facilities with SSW Enterprises, LLC. See meeting packet for details.

Board Comments:

Hollingsworth asked for clarification regarding the facilities that would be included in the contract. Boruff stated that the contract included PW facilities including City Hall, Street, Sanitation, Animal Control, and the Skywalk to the Fourth Street Garage.

Palazzo made a motion to approve Contract for Custodial Maintenance & Janitorial Services at City of Bloomington Facilities with SSW Enterprises, LLC. Hollingsworth seconded. Motion passed. Contract is approved.

J.D. Boruff, Public Works, presented Cleaning Services Agreement with Hoosier Power Wash for City Hall Plaza and Entry Way. See meeting packet for details.

Board Comments:

Hollingsworth asked if this was a yearly maintenance agreement. Boruff stated it was a 3-5 year preventative maintenance service.

Palazzo made a motion to approve Cleaning Services Agreement with Hoosier Power Wash for City Hall Plaza and Entry Way. Hollingsworth seconded. Motion passes. Agreement is approved.

Approve Agreement with Designscape Horticultural Services Inc. for Grading, Turf Installation, and Landscape Bed Maintenance at City Hall.

Award Contract for Custodial Maintenance & Janitorial Services at City of Bloomington Facilities with SSW Enterprises, LLC

Approve Cleaning Services Agreement with Hoosier Power Wash for City Hall Plaza and Entry Way

J.D. Boruff, Public Works, presented Installation of Circuits for Block Heaters on Street Division Equipment with Electric Plus. See meeting packet for details.

Approve Installation of Circuits for Block Heaters on Street Division Equipment with Electric Plus

Board Comments:

Hollingsworth asked for clarification of a block heater. Boruff explained it was to ensure that the diesel engines on service vehicles would start during cold weather.

Hollingsworth made a motion to approve installation of circuits for block heaters on Street Division equipment with Electric Plus. Palazzo seconded. Motion passed. Installation agreement is approved.

Christina Smith, Public Works, presented outdoor seating permits for Scotty’s Brewhouse, as well as Qudoba Mexican Restaurant.

STAFF REPORTS & OTHER BUSINESS

Hollingsworth moved to approve the Claims Register for 9/10/18 to 9/21/18 in the amount of \$798,501.12. Palazzo seconded. Motion passed. Claims approved.

APPROVAL OF CLAIMS

Cox Deckard called for adjournment. Meeting adjourned at 6:12 p.m.

ADJOURNMENT

Accepted by:

Kyla Cox Deckard, President

Beth Hollingsworth, Vice-president

Dana Palazzo, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Project/Event: Mobile Vendor in right of way
Petitioner/Representative: Abdelmuezz Zeidan, Swakin LLC
Staff Representative: Laurel Waters
Meeting Date: October 2, 2018

Abdelmuezz Zeidan, dba as Swakin LLC, was approved for a Mobile Vendor License for one year beginning September 13, 2018, through September 12, 2019, for private property. Mr. Zeidan would now like to operate his food trailer in the City's right of way. It has been determined that when the applicant wants to operate in the right of way that before the permit is issued, permission must be obtained from the Board of Public Works. The Department of Economic & Sustainable Development has reviewed the application and the Board of Public Works' approval to operate in the public right of way is one of the items on the check list that is required before a permit can be issued. ESD will confirm that all rules and regulations have been met prior to a permit being issued.

The business will operate from a food trailer selling stir fry read to go food.

This application is for one year, retroactive to her private property license beginning September 13, 2018, to September 12, 2019.

Staff is supportive of the request.

Recommend **Approval** **Denial** by Laurel Waters

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2018- 1066**

**Mobile Vendor in Public Right of Way
Abdelmuezz Zeidan, Swakin 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”); and

WHEREAS Abdelmuezz Zeidan dba Swakin LLC dba (“Vendor”) is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28; and

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; and

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; and

WHEREAS, Vendor obtained a Mobile Vendor License for one year beginning on September 13, 2018 and running through September 19, 2019, for operation on private property; and

WHEREAS, Vendor now 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 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 for one year, beginning on September 13, 2018 and ending September 12, 2019.

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.

RESOLUTION 2018-1066

- 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 2nd DAY OF October 2018.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2018-1066 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Abdelmuezz Zeidan, dba Swakin LLC

Date: _____



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:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	24 Hours	3 Days	7 Days	30 Days	3 Months	6 Months	1 Year
License Fee:	\$25	\$30	\$50	\$75	\$150	\$200	\$350

2. Applicant Information

Name:	Abdelmuezz Zeidan		
Title/Position:	Owner		
Date of Birth:	09/13/1976		
Address:	6770 E state rd 46		
City, State, Zip:	Bloomington, IN, 47401		
E-Mail Address:	moezidan@yahoo.com		
Phone Number:	812 606 5413	Mobile Phone:	812 606 5413

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:	

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

Stir Fry Ready to go food -

Planned hours of operation:

8 am - 11 am, 11pm - 3 am, 7 days a week

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

Bloomington Indiana.

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

(If Yes) Provide details

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

<input checked="" type="checkbox"/>	A copy of the Indiana registration for the vehicle
<input checked="" type="checkbox"/>	Copy of a valid driver's license
<input checked="" type="checkbox"/>	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
<input checked="" type="checkbox"/>	Proof of an independent safety inspection of all vehicles to be used in the business
<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: <ul style="list-style-type: none"> • 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
<input checked="" type="checkbox"/>	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.
<input checked="" type="checkbox"/>	A copy of the business's registration with the Indiana Secretary of State.
<input checked="" type="checkbox"/>	A copy of the Employer ID number
<input checked="" type="checkbox"/>	A signed copy of the Prohibited Location Agreement
<input checked="" type="checkbox"/>	A signed copy of the Standards of Conduct Agreement
<input checked="" type="checkbox"/>	Fire inspection (if required)
<input checked="" type="checkbox"/>	Picture of truck or trailer
<input checked="" type="checkbox"/>	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

For City Of Bloomington Use Only

Date Received:	Received By:	Date Approved:	Approved By:
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State Form 48099 (R5/7-17)
Approved by State Board of
Accounts 2016

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS	AGE	ISSUE DATE	PUR DATE	COUNTY	TP	PL YR	PLATE	PL TP	WEIGHT	PR YR	LS	TYPE	PRIOR YR PL
		08/12/18	07/26/18	53 - MONROE	N	17	TR858ZRK	GP	3		N	TR	
EXPIRATION DATE		MUNICIPALITY			VEHICLE YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER			TYPE	COLOR	
12/21/18		NONE OF THE ABOVE			92	WCA	UNK	1WC200G24N1055842			TR	WHI/	
CURRENT YEAR TAX	EXTAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/SUR	MUN. WHEEL/SUR	STATE REG FEE	ADMIN FEE	TOTAL				
	3.33	0.00	0.00	3.33	10.00	0.00	16.35	0.00	29.68				
PRIOR YEAR TAX	EXTAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/SUR	MUN. WHEEL/SUR	STATE REG FEE	ADMIN FEE	TOTAL				
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				

REGISTRATION LICENSE TYPE
GENERAL TRAILER NEW FORMAT 3.000

AG

Legal Address
6770 E STATE ROAD 46
BLOOMINGTON, IN 47401-9215



ABDELMUEZZ O ZEIDAN
6770 E STATE ROAD 46
BLOOMINGTON, IN 47401-9215



4 1/1
31-15

BATCH# 2411950 SEQUENCE# 4 1/1



State Form 48099 (R5/7-17)
Approved by State Board of
Accounts 2016

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS	AGE	ISSUE DATE	PUR DATE	COUNTY	TP	PL YR	PLATE	PL TP	WEIGHT	PR YR	LS	TYPE	PRIOR YR PL
14	17	07/28/18	07/26/18	53 - MONROE	N	17	ARJ530	SP			N	4H	
EXPIRATION DATE		MUNICIPALITY			VEHICLE YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER			TYPE	COLOR	
12/21/18		NONE OF THE ABOVE			01	TOY	4RU	JT3HN87R910326795			4H	LBI/	
CURRENT YEAR TAX	EXTAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/SUR	MUN. WHEEL/SUR	STATE REG FEE	ADMIN FEE	TOTAL				
	15.00	4.00	0.00	11.00	2.09	0.00	36.35	0.00	49.44				
PRIOR YEAR TAX	EXTAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/SUR	MUN. WHEEL/SUR	STATE REG FEE	ADMIN FEE	TOTAL				
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				

REGISTRATION LICENSE TYPE
IN GOD WE TRUST NEW FORMAT HIGH DIGIT PASSENGER

LJ

Legal Address
6770 E STATE ROAD 46
BLOOMINGTON, IN 47401-9215



ABDELMUEZZ O ZEIDAN
6770 E STATE ROAD 46
BLOOMINGTON, IN 47401-9215



7 1/1
7-20

BATCH# 2177008 SEQUENCE# 7 1/1

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

Carmichael Truck & Automotive

COMPANY PERFORMING INSPECTION _____

INSPECTOR'S NAME Randy Jans INSPECTOR'S PHONE # 812-334-8295

DATE OF INSPECTION 2/14/13

VEHICLE TYPE Food Truck COMPANY _____

VEHICLE YEAR 2001 MAKE Toyota MODEL 4Runner

VIN JT3HN87R910326795

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	✓	_____	_____
FLASHERS	✓	_____	_____
REFLECTORS	repaired ✓	X	DOT Fire Ext. + Roll over kit ✓
HORN	✓	_____	_____
WINDSHIELD WIPERS	✓	_____	_____
MIRRORS	✓	_____	_____
SEATBELTS	✓	_____	_____
BUMPER HEIGHT	✓	_____	_____
ALL WINDOWS	✓	_____	_____
MUFFLER	repaired ✓	X	Muffler split / Tail pipe Brake
TIRES	repaired ✓	X	Needs Frt Tire
BRAKES	repaired ✓	X	Needs Brakes Frt & Rear
DOORS	✓	_____	_____
GENERAL CONDITION OF VEHICLE	✓	_____	Frt Bumper Damaged

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: _____

Note; Vehicle too small to pull the large trailer - Suggest A larger Vehicle in the future.

Note: Front Bumper Body Damage

Passed this DOT inspection 8/20/18

AM Demand 8/20/18

- 1) New Brakes
- 2) New Tires
- 3) New Mottler
- 4) New Sng Brakes
- 5) DOT Fire Ext. & Bellhead kit ✓

CARMICHAEL TRUCK & AUTOMOTIVE
3950 W. Farmer Ave.
Bloomington, IN 47403

Inspector Signature Ray Jones - Repaired to pass!
Date: 8/19/18 8/20/18

CARMICHAEL TRUCK & AUTOMOTIVE
3950 W. Farmer Ave.
Bloomington, IN. 47403

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

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

Carmichael Truck & Automotive

COMPANY PERFORMING INSPECTION

INSPECTOR'S NAME Rody Jones INSPECTOR'S PHONE # 812-334-8285

DATE OF INSPECTION August 14, 2013

VEHICLE TYPE Food Truck
 TAXICAB COMPANY Zeidan Abdelmoezz

VEHICLE YEAR 1992 MAKE Wells Cargo MODEL Enclosed (Tandem Axle)

VIN 1WC200G24N1055842 (TAG Trailer) - Food Trailer

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	✓	X	Repaired Lights to work!
FLASHERS	✓	X	Flashers - Inop
REFLECTORS	✓		
HORN	N/A	N/A	
WINDSHIELD WIPERS	N/A	N/A	
MIRRORS	N/A	N/A	
SEATBELTS	N/A	N/A	
BUMPER HEIGHT	✓		
ALL WINDOWS	✓		
MUFFLER		N/A	
TIRES	✓		
BRAKES	✓	X	Electric Brakes Repaired to PASS! (Brake Aug. Brkly System Installed)
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: _____

- 1) Repaired All Lights to work |
- 2) Electric Trailer Brakes All repaired to work |
- 3) Brake Away Bathy Kit was Installed & is working |
- 4) DOT Triangle & Reflective Kit Installed |
- 5) Safety chains were installed on Trailer tongue to pass |
- 6)

Inspector Signature Paul Jones - Repaired to PASS |

Date: August 20, 2013

CARMICHAEL TRUCK & AUTOMOTIVE
3950 W. Farmer Ave.
Bloomington, IN. 47403

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

John Hamilton

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

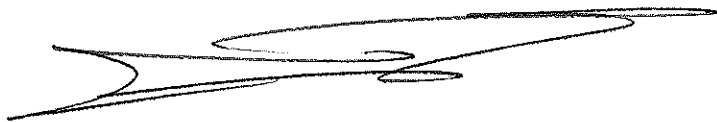
The undersigned, in consideration for the issuance of a license by the City of Bloomington Controller, agrees to the following:

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.

Abdelmuezz Zeidan

Name, Printed



Signature

08/13/2018

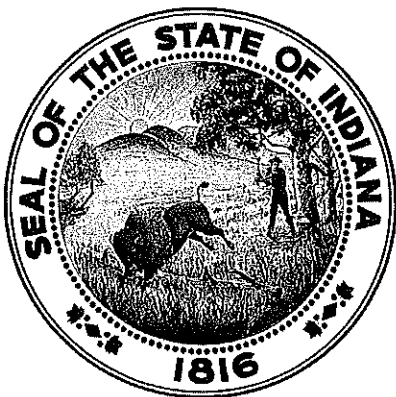
Date Release Signed

State of Indiana
Office of the Secretary of State

Certificate of Organization
of
SWAKIN 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 Code.

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday, August 24, 2018.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, August 27, 2018

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

201808241275039 / 8004542

To ensure the certificate's validity, go to <https://bsd.sos.in.gov/PublicBusinessSearch>

BUSINESS INFORMATION
CONNIE LAWSON
INDIANA SECRETARY OF STATE
08/28/2018 08:05 AM

Business Details

Business Name: **SWAKIN LLC**
Entity Type: **Domestic Limited Liability Company**
Creation Date: **08/24/2018**
Principal Office Address: **6770 E ST RD 46, BLOOMINGTON, IN, 47401, USA**
Foreign Legal Name:
Jurisdiction of Formation:
Business ID: **201808241275039**
Business Status: **Active**
Inactive Date:
Expiration Date: **Perpetual**
Business Entity Report Due Date: **08/31/2020**

Principal Information

TITLE: **Manager**
NAME: **Abdelmuezz O Zeidan**
ADDRESS: **6770 E ST RD 46, BLOOMINGTON, IN, 47401, USA**

Registered Agent Information

Type: **Individual**
Name: **Abdelmuezz O Zeidan**
Address: **6770 E ST RD 46, BLOOMINGTON, IN, 47401, USA**

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
08/27/2018 08:32 AM

ARTICLES OF ORGANIZATION

Formed pursuant to the provisions of the Indiana Code.

ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID 201808241275039
BUSINESS TYPE Domestic Limited Liability Company
BUSINESS NAME SWAKIN LLC
PRINCIPAL OFFICE ADDRESS 6770 e st rd 46, Bloomington, IN, 47401, USA

ARTICLE II - REGISTERED OFFICE AND ADDRESS

REGISTERED AGENT TYPE Individual
NAME Abdelmuezz O Zeidan
ADDRESS 6770 e st rd 46, Bloomington, IN, 47401, USA
SERVICE OF PROCESS EMAIL swakinfood@yahoo.com

I acknowledge that the Service of Process email provided above is the email address at which electronic service of process may be accepted and is publicly viewable.

ARTICLE III - PERIOD OF DURATION AND EFFECTIVE DATE

PERIOD OF DURATION Perpetual
EFFECTIVE DATE 08/24/2018
EFFECTIVE TIME 09:22PM

ARTICLE IV - PRINCIPAL(S)

TITLE Manager
NAME Abdelmuezz O Zeidan
ADDRESS 6770 e st rd 46, Bloomington, IN, 47401, USA

MANAGEMENT INFORMATION

THE LLC WILL BE MANAGED BY MANAGER(S) Yes

Date of this notice: 09-12-2018

Employer Identification Number:
83-1875687

Form: SS-4

Number of this notice: CP 575 G

SWAKIN LLC
ABDELMUEZZ O ZEIDAN SOLE MBR
6770 E ST RD 46
BLOOMINGTON, IN 47401

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 83-1875687. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is SWAK. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

John Hamilton

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:

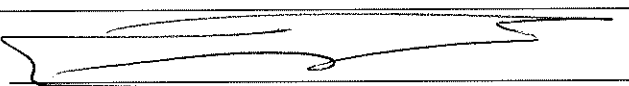
- € No mobile food vendor unit shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works.
- € No mobile food vendor unit shall operate within fifty feet of any facade of a 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: Abdelmuezz Zeidan

Signature: 

Date: 08/ 13/ 2018

John Hamilton

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:
 - o The trash and recyclable receptacles shall be emptied sufficiently often to allow disposal of litter and waste by the public at any time;
 - o 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;
 - o 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: Abdelmuezz Zeidan

Signature:  _____

Date: 08/13/2018

**City of Bloomington
Fire Department**

Mayor John Hamilton
Fire Chief Jason Moore

300 E 4th St
Bloomington IN 47402

(812) 332-9763
Fax (812) 332-9764

Food Vendor Certificate

Date: 09/12/2018

Business Name: Swakin Food Truck

Address: 6770 E STATE ROAD 46
Bloomington, IN 47401

Phone: CELL 812-606-5413

The following permit has been issued:

Permit No. 18-0125

Type: FOOD Temporary Vender/Cooking

Issued Date: 09/12/2018

Effective Date: 09/12/2018

Expiration Date: 09/12/2019

This permit is for a food trailer/vehical operating under the above named and is good for one year from the issue date. All other city rules and ordinance must be followed in conjunction with this permit.

Please contact City of Bloomington Fire for more information.

Inspector: Tim Clapp

Tim Clapp

Date 9/12/2018



STIR FRY
BEEF • CHICKEN • TOFU

BREAKFAST
Biscuits • Sausage Gravy • French Toast

Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542

SWAKIN

Abdelmuezz Zeidan

6770 E. State Rd 46

Bloomington, IN 47401

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.

2018

Issued SEP 06 2018

By *Thomas W. Sharpe*

Expires annually on last day of February

This License Is Not Transferable to Another Individual or Location

RECEIPT

CITY OF BLOOMINGTON, IN. - PARKING ENFORCEMENT

01761

ESD FUND

BLOOMINGTON IN., 9/13 2018

RECEIVED FROM Abdelmuezz Zeidan \$ 350.00
THE SUM OF Three hundred fifty dollars ⁰⁰/₁₀₀ DOLLARS
ON ACCOUNT OF Mobile Vendor License

PAYMENT TYPE & AMOUNT

350.00 CASH CHECK M.O.

E.F.T. C.C./B.C. OTHER

BL

AUTHORIZED SIGNATURE

Sept 13, 2018 to
Sept 12, 2019

PAYMENT DATE
 09/13/2018
COLLECTION STATION
 26 Parking Enforcement
RECEIVED FROM
 Abdelmuezz Zeidan
DESCRIPTION
 Mobile Vendor License

City of Bloomington
 401 N. Morton Street
 Bloomington, IN 47404

BATCH NO.
 2018-09009582
RECEIPT NO.
 2018-00160306
CASHIER
 Beth Reynolds

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT														
04-101-0000-1020	101 Econ Dev Permits Mobile Vendor License	\$350.00														
Payments:	<table border="1"> <thead> <tr> <th>Type</th> <th>Detail</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>Cash</td> <td></td> <td style="text-align: right;">\$350.00</td> </tr> </tbody> </table>	Type	Detail	Amount	Cash		\$350.00									
	Type	Detail	Amount													
Cash		\$350.00														
<table border="1"> <tbody> <tr> <td>Total Cash</td> <td style="text-align: right;">\$350.00</td> </tr> <tr> <td>Total Check</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Total Charge</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Total Wire</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Total Other</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Total Remitted</td> <td style="text-align: right;">\$350.00</td> </tr> <tr> <td>Change</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Total Received</td> <td style="text-align: right;">\$350.00</td> </tr> </tbody> </table>	Total Cash	\$350.00	Total Check	\$0.00	Total Charge	\$0.00	Total Wire	\$0.00	Total Other	\$0.00	Total Remitted	\$350.00	Change	\$0.00	Total Received	\$350.00
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Total Other	\$0.00															
Total Remitted	\$350.00															
Change	\$0.00															
Total Received	\$350.00															
Total Amount:		\$350.00														

Customer Copy



Board of Public Works Staff Report

Project/Event: Mobile Vendor in right of way
Petitioner/Representative: Shaina Dwiel dba Broomsticks Bakery
Staff Representative: Laurel Waters
Meeting Date: October 2, 2018

Shaina Dwiel, owner of Broomsticks Bakers, was approved for a Mobile Vendor License for one year beginning September 20, 2018, through September 19, 2019, for private property. Ms Dwiel would now like to operate her food truck in the City's right of way. It has been determined that when the applicant wants to operate in the right of way that before the permit is issued, permission must be obtained from the Board of Public Works. The Department of Economic & Sustainable Development has reviewed the application and the Board of Public Works' approval to operate in the public right of way is one of the items on the check list that is required before a permit can be issued. ESD will confirm that all rules and regulations have been met prior to a permit being issued.

The business will operate from a food trailer selling vegan and gluten free bake good plus light lunch (salads/soups/sandwiches).

This application is for one year, retroactive to her private property license beginning September 20, 2018, to September 19, 2019.

Staff is supportive of the request.

Recommend **Approval** **Denial by** Laurel Waters

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2018- 107**

**Mobile Vendor in Public Right of Way
Shaina Dwiell dba Broomsticks Bakery 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”); and

WHEREAS Shaina Dwiell dba Broomsticks Baker LLC dba (“Vendor”) is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28; and

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; and

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; and

WHEREAS, Vendor obtained a Mobile Vendor License for one year beginning on September 20, 2018, and running through September 19, 2019, for operation on private property; and

WHEREAS, Vendor now 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 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 for one year, beginning on September 20, 2018, and ending on September 19, 2019.

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.

RESOLUTION 2018-1077

- 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 2nd DAY OF OCTOBER, 2018.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2018-1077** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Shaina Dwiell dba Broomsticks Bakery LLC

Date: _____



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:	<input type="checkbox"/> 24 Hours	<input type="checkbox"/> 3 Days	<input type="checkbox"/> 7 Days	<input type="checkbox"/> 30 Days	<input type="checkbox"/> 3 Months	<input type="checkbox"/> 6 Months	<input checked="" type="checkbox"/> 1 Year
License Fee:	\$25	\$30	\$50	\$75	\$150	\$200	\$350

2. Applicant Information

Name:	Shaina Dwiel	
Title/Position:	owner/operator	
Date of Birth:	8/21/86	
Address:	408 w. Howe St.	
City, State, Zip:	Bloomington, IN 47403	
E-Mail Address:	shaina@dwiel.net	
Phone Number:		Mobile Phone: 815-990-8080

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:

4. Company Information

Name of Employer:	Broomsticks Bakery LLC			
Address of Employer:	408 w. Howe St.			
City, State, Zip:	Bloomington, IN 47403			
Employment Start Date:	8/2017	End Date (If known):		
Phone Number:	815-990-8080			
Website / Email:	broomsticksbakery@gmail.com			
Company is a:	<input checked="" type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor

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
Shaina Dziel	408 w. Howe St.; Bloomington 47403

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

Date of incorporation or organization:	5/31/18
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

<p>Vegan & gluten free baked goods plus light lunch (salads/soups/sandwiches). I use an oven & fridge.</p>	
<p>Planned hours of operation:</p>	<p>8 AM - 3 PM</p>
<p>Place or places where you will conduct business (If private property, attach written permission from property owner):</p>	<p>Harmony School Downtown Bloomington</p>
<p>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.</p>	<p>Please Attach ✓</p>
<p>Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
<p>(If Yes) Provide details</p>	

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

<input checked="" type="checkbox"/>	A copy of the Indiana registration for the vehicle
<input checked="" type="checkbox"/>	Copy of a valid driver's license
<input checked="" type="checkbox"/>	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
<input checked="" type="checkbox"/>	Proof of an independent safety inspection of all vehicles to be used in the business
<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: <ul style="list-style-type: none"> • 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
<input checked="" type="checkbox"/>	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.
<input checked="" type="checkbox"/>	A copy of the business's registration with the Indiana Secretary of State.
<input checked="" type="checkbox"/>	A copy of the Employer ID number
<input checked="" type="checkbox"/>	A signed copy of the Prohibited Location Agreement
<input checked="" type="checkbox"/>	A signed copy of the Standards of Conduct Agreement
<input type="checkbox"/>	Fire inspection (if required)
<input checked="" type="checkbox"/>	Picture of truck or trailer
<input checked="" type="checkbox"/>	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

For City Of Bloomington Use Only

Date Received:	Received By:	Date Approved:	Approved By:
----------------	--------------	----------------	--------------



INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 16	AGE 6	ISSUE DATE 09/08/2018	PUR DATE 07/30/2018	COUNTY 53 - MONROE	TP N	PLYR 18	PLATE 9010542	PL TP PA	WEIGHT	PR YR	LS N	TYPE	PRIOR YR PL
EXPIRATION DATE 4/14/2019		MUNICIPALITY Bloomington		VEHICLE YEAR 2012	MAKE VLK	MODEL TOU	VEHICLE IDENTIFICATION NUMBER WVGEF9BP5CD011684			TYPE 4W	COLOR GRY/		
CURRENT YEAR TAX	VEH EX TAX 132.75	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 132.75	CO. WHEEL/EX TAX 18.75	MUN. WHEEL/EX TAX 0.00	STATE REG FEE 36.35	ADMIN FEE 0.00	TOTAL 187.85				
PRIOR YEAR TAX	VEH EX TAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/EX TAX 0.00	MUN. WHEEL/EX TAX 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 0.00				
REGISTRATION LICENSE TYPE PASSENGER - NEW PLATE TYPE													

SHAINA MICHELE DWIEL
408 W HOWE ST
BLOOMINGTON, IN 47403-2348

C
SNT

IMPORTANT REGISTRATION INFORMATION

The registrant acknowledges that the information provided on the front of this form is correct. The registrant understands that proof of financial responsibility (insurance) for this vehicle will be continuously maintained during the registration period. Additional taxes and/or fees may be due if an error or an adjustment to the amount due is made.



INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS	AGE	ISSUE DATE	PUR DATE	COUNTY	TP	PL YR	PLATE	PL TP	WEIGHT	PR YR	LS	TYPE	PRIOR YR PL
		09/19/2018	02/20/2018	53 - MONROE	N	18	9010868	GP	9		N		
EXPIRATION DATE		MUNICIPALITY		VEHICLE YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER			TYPE	COLOR		
4/14/2019		Bloomington		2018	L &	14'	4YSFP1426IS000070			TR	BLK/		
CURRENT YEAR TAX	VEH EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/EX TAX	MUN. WHEEL/EX TAX	STATE REG FEE	ADMIN FEE	TOTAL				
	8.00	0.00	0.00	8.00	40.00	0.00	25.35	15.00	88.35				
PRIOR YEAR TAX	VEH EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/EX TAX	MUN. WHEEL/EX TAX	STATE REG FEE	ADMIN FEE	TOTAL				
	1.33	0.00	0.00	1.33	40.00	0.00	0.00	0.00	41.33				
REGISTRATION LICENSE TYPE GENERAL TRAILER NEW FORMAT 9,000													

SHAINA MICHELE DWIEL
408 W HOWE ST
BLOOMINGTON, IN 47403-2348

C
SP

IMPORTANT REGISTRATION INFORMATION

The registrant acknowledges that the information provided on the front of this form is correct. The registrant understands that proof of financial responsibility (insurance) for this vehicle will be continuously maintained during the registration period. Additional taxes and/or fees may be due if an error or an adjustment to the amount due is made.

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

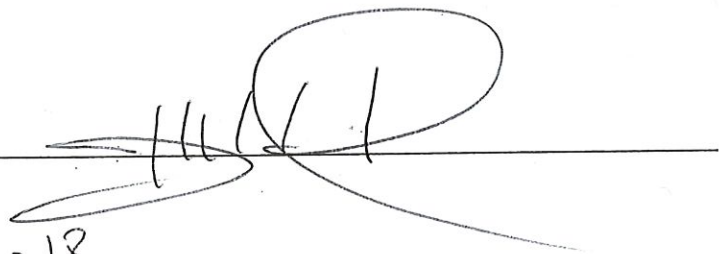
COMPANY PERFORMING INSPECTION Alexander's LLC
INSPECTOR'S NAME Jeff Hacker INSPECTOR'S PHONE # 812-~~332~~-7442
DATE OF INSPECTION 9-17-18
TAXICAB COMPANY _____
VEHICLE YEAR 2012 MAKE VW MODEL Touareg
VIN WVGEF9BPSCD011684

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	✓	_____	_____
FLASHERS	✓	_____	_____
REFLECTORS	✓	_____	_____
HORN	✓	_____	_____
WINDSHIELD WIPERS	✓	_____	_____
MIRRORS	✓	_____	_____
SEATBELTS	✓	_____	_____
BUMPER HEIGHT	✓	_____	_____
ALL WINDOWS	✓	_____	_____
MUFFLER	✓	_____	_____
TIRES	✓	_____	_____
BRAKES	✓	_____	_____
DOORS	✓	_____	_____
GENERAL CONDITION OF VEHICLE	✓	_____	<u>very good condition</u>

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: INSPECTION COMPLETED ON
TOW VEHICLE AND MOBILE TRAILER. FOUND BOTH TO BE
CORRECT AND IN VERY GOOD TO EXCELLANT CONDITION

Inspector Signature



Date: 9-17-18

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

2702 Ireland Grove Road
Bloomington, IL 61705-0001

M-18-3302-FAEA F Z

002888 8123

Named Insured

DWIEL, SHAINA
DBA BROOMSTICKS BAKERY
408 W HOME ST
BLOOMINGTON IN 47403-2348

Policy Number	94-CW-E843-8	
Policy Period	Effective Date	Expiration Date
12 Months	JUN 1 2018	JUN 1 2019
The policy period begins and ends at 12:01 am standard time at the premises location.		

Agent and Mailing Address
MIKE SUTHERLAND
1602 W 3RD ST STE E
BLOOMINGTON IN 47404-5079

PHONE: (812) 333-9700

Food Shop Policy

Automatic Renewal - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entlty: Individual

POLICY PREMIUM \$ 542.00

Prepared
MAY 30 2018
CMP-4000

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Continued on Reverse Side of Page

DECLARATIONS (CONTINUED)

Top Policy for DWIEL, SHAINA
Number 94-CW-E843-8

Employee Dishonesty	\$10,000
Utility Interruption - Loss Of Income	\$10,000
Loss Of Income And Extra Expense	Actual Loss Sustained - 12 Months

SECTION II - LIABILITY

COVERAGE	LIMIT OF INSURANCE
Coverage L - Business Liability	\$1,000,000
Coverage M - Medical Expenses (Any One Person)	\$5,000
Damage To Premises Rented To You	\$300,000
AGGREGATE LIMITS	LIMIT OF INSURANCE
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the **BUSINESSOWNERS COVERAGE FORM** shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS AND ENDORSEMENTS

- CMP-4100 Businessowners Coverage Form
- CMP-4214.2 Amendatory Endorsement
- CMP-4561.1 Policy Endorsement
- CMP-4705.2 Loss of Income & Extra Expense
- CMP-4710 Employee Dishonesty
- CMP-4775 Spoilage Coverage
- FE-3650 Actual Cash Value Endorsement

Prepared
MAY 30 2018
CMP-4000

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Continued on Reverse Side of Page

DECLARATIONS (CONTINUED)

Food Shop Policy for DWIEL, SHAINA
 Policy Number 94-CW-E843-8

SECTION I - PROPERTY SCHEDULE

Location Number	Location of Described Premises	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property	Seasonal Increase-Business Personal Property
001	408 W HOWE ST BLOOMINGTON IN 47403-2348	No Coverage	\$ 20,000	25%

* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

SECTION I - INFLATION COVERAGE INDEX(ES)

Cov A - Inflation Coverage Index: N/A
 Cov B - Consumer Price Index: 250.5

SECTION I - DEDUCTIBLES

Basic Deductible \$500

Special Deductibles:

Money and Securities	\$250	Employee Dishonesty	\$250
Equipment Breakdown	\$500		

Other deductibles may apply - refer to policy.

Prepared
 MAY 30 2018
 CMP-4000

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Continued on Next Page

DECLARATIONS (CONTINUED)

Food Shop Policy for DWIEL, SHAINA
Policy Number 94-CW-E843-8

Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$100,000
Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	\$250,000
Ordinance Or Law - Equipment Coverage	Included
Outdoor Property	\$5,000
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Personal Property Off Premises	\$15,000
Pollutant Clean Up And Removal	\$10,000
Preservation Of Property	30 Days
Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Signs	\$10,000
Spillage (applies only to those premises provided Coverage B - Business Personal Property)	
Expediting Expenses	\$1,000
On Premises	\$15,000
Off Premises	\$5,000
Valuable Papers And Records	
On Premises	\$10,000
Off Premises	\$5,000
Water Damage, Other Liquids, Powder Or Molten Material Damage	Included

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

COVERAGE	LIMIT OF INSURANCE
Dependent Property - Loss Of Income	\$5,000

Prepared
MAY 30 2018
CMP-4000

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Continued on Next Page

Page 4 of 6

John Hamilton
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

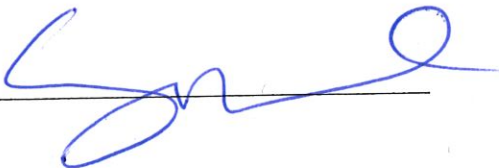
RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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.

Shaina Dziel
Name, Printed


Signature

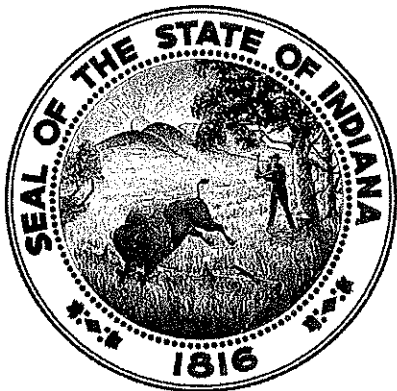
9/20/18
Date Release Signed

State of Indiana
Office of the Secretary of State

Certificate of Organization
of
BROOMSTICKS BAKERY 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 Code.

NOW, THEREFORE, with this document I certify that said transaction will become effective
Wednesday, May 30, 2018.



In Witness Whereof, I have caused to be affixed my
signature and the seal of the State of Indiana, at the City
of Indianapolis, May 31, 2018

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

201805301260763 / 7922987

To ensure the certificate's validity, go to <https://bsd.sos.in.gov/PublicBusinessSearch>

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
05/31/2018 08:50 AM

ARTICLES OF ORGANIZATION

Formed pursuant to the provisions of the Indiana Code.

ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID 201805301260763
BUSINESS TYPE Domestic Limited Liability Company
BUSINESS NAME BROOMSTICKS BAKERY LLC
PRINCIPAL OFFICE ADDRESS 408 WEST HOWE STREET, Bloomington, IN, 47403, USA

ARTICLE II - REGISTERED OFFICE AND ADDRESS

REGISTERED AGENT TYPE Individual
NAME Shaina M Dwiel
ADDRESS 408 WEST HOWE STREET, Bloomington, IN, 47403, USA
SERVICE OF PROCESS EMAIL broomsticksbakery@gmail.com

I acknowledge that the Service of Process email provided above is the email address at which electronic service of process may be accepted and is publicly viewable.

ARTICLE III - PERIOD OF DURATION AND EFFECTIVE DATE

PERIOD OF DURATION Perpetual
EFFECTIVE DATE 05/30/2018
EFFECTIVE TIME 07:04PM

ARTICLE IV - PRINCIPAL(S)

No Principal on record.

MANAGEMENT INFORMATION

THE LLC WILL BE MANAGED BY MANAGER(S) No
IS THE LLC A SINGLE MEMBER LLC? Yes

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
05/31/2018 08:50 AM

SIGNATURE

THE SIGNATOR(S) REPRESENTS THAT THE REGISTERED AGENT NAMED IN THE APPLICATION HAS CONSENTED TO THE APPOINTMENT OF REGISTERED AGENT.

THE UNDERSIGNED, DESIRING TO FORM A LIMITED LIABILITY COMPANY PURSUANT TO THE PROVISIONS OF THE INDIANA BUSINESS FLEXIBILITY ACT EXECUTES THESE ARTICLES OF ORGANIZATION.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **May 30, 2018**.

SIGNATURE

Shaina M Dwiel

TITLE

Member

Business ID : 201805301260763

Filing No : 7922987

Date of this notice: 05-31-2018

Employer Identification Number:
83-0722216

Form: SS-4

Number of this notice: CP 575 G

BROOMSTICKS BAKERY LLC
SHAINA M DWIEL SOLE MBR
408 W HOWE ST
BLOOMINGTON, IN 47403

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 83-0722216. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is BROO. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

John Hamilton
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: Shaina Dwiel

Signature: 

Date: 9/20/18

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: Shaina Dziel

Signature: 

Date: 9/20/18

John Hamilton

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:
 - o The trash and recyclable receptacles shall be emptied sufficiently often to allow disposal of litter and waste by the public at any time;
 - o 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;
 - o 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

Fire Department

Mayor John Hamilton
Fire Chief Jason Moore

300 E 4th St
Bloomington IN 47402

(812) 332-9763
Fax (812) 332-9764

Food Vendor Certificate

Date: 08/16/2018

Business Name: Brooms Stick Bakery

Address: 408 W HOWE ST
Bloomington, IN 47408

Phone: CELL 815-990-8080

The following permit has been issued:

Permit No. 18-0122

Type: FOOD Temporary Vender/Cooking

Issued Date: 08/16/2018

Effective Date: 08/16/2018

Expiration Date: 08/16/2019

This permit is for a food trailer/vehical operating under the above named and is good for one year from the issue date. All other city rules and ordinance must be followed in conjunction with this permit.

Please contact City of Bloomington Fire for more information.

Inspector: Tim Clapp

Tim Clapp

Date 8/16/2018

Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542

BROOMSTICKS BAKERY

SHAINA DWIEL

408 W HOWE ST

BLOOMINGTON, IN 47403

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.

2018

Issued AUG 10 2018

By Thomas W. Mayo

Expires annually on last day of February

This License Is Not Transferable to Another Individual or Location

ServSafe
National Restaurant Association

ServSafe® CERTIFICATION

SHAINA DWIEL

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP).

15596859

CERTIFICATE NUMBER

5285

EXAM FORM NUMBER

9/21/2017

DATE OF EXAMINATION

9/21/2022

DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.



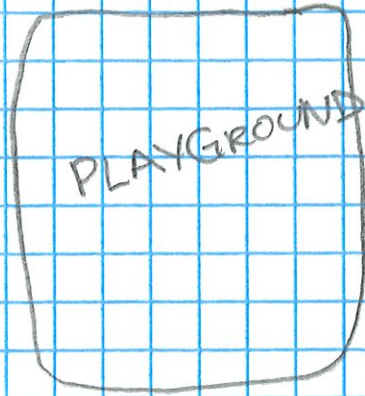
#0655

Sherman L. Brown
Sherman Brown
SVP, National Restaurant Association Solutions

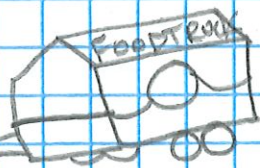


In accordance with Maritime Labour Convention 2006, Resolution ADMIN 068-2013 (Regulation 3.2, Standard A3.2)
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National Restaurant Association® and the arc design are trademarks of the National Restaurant Association.
This document cannot be reproduced or altered.
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Contact us with questions at 175 W Jackson Blvd, Ste 1500, Chicago, IL 60604 or ServSafe@restaurant.org



FIELD



DRIVEWAY TO FIELD

DOOR

SIDEWALK

SIDEWALK



DOOR

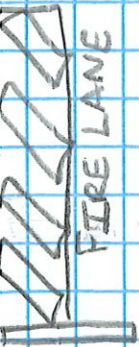
HARMONY SCHOOL

DOOR

BIKES

DOOR

SIDEWALK



PARKING LOT

DRIVEWAY TO HUNTER STREET

DRIVEWAY TO 2nd Street



John Hamilton
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

Special Event Consent

This letter authorizes Broomsticks Bakery, to conduct solicitation
(Name of mobile vendor)
within one-block radius of the following Special Event: Harmony School
(Name of Special Event)

This consent shall run concurrent with the Mobile Vendor's License issued by the City of Bloomington, unless revoked as described herein. If at any time the license expires or is revoked by the City of Bloomington, this consent shall be void. The mobile vendor is required to comply with all applicable sections of the Bloomington Municipal Code, Monroe County Code, and Indiana State Code. Failure to do so will cause the license for said location to be revoked.

I understand that if I revoke this Letter of Consent I must do so in writing and must supply a copy of said revocation to the City of Bloomington Economic & Sustainable Development Department at the above-listed address.

Special Event Representative:

Name: Natalie Bouse (Harmony School)
Signature: Natalie Bouse
Date: 9.20.18
Telephone Number: 812.334.8349

Mobil Vendor:

(Shaina Dwyer)
Name: Broomsticks Bakery
Signature: [Signature]
Date: 9/20/18
Telephone Number: 815-990-8080




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/20/2018

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 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 State Farm Insurance, Mike Sutherland Agent 1602 W Third St., Suite E Bloomington, IN 47404 	CONTACT NAME: KOURTNEY PARROTT PHONE (A/C, No, Ext): 812-333-9700 E-MAIL ADDRESS: KOURTNEY.L.PARROTT.M9HY@STATEFARM.COM FAX (A/C, No): 812-333-9701													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : State Farm Fire and Casualty Company</td> <td>25143</td> </tr> <tr> <td>INSURER B : State Farm Mutual Automobile Insurance Company</td> <td>25178</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : State Farm Fire and Casualty Company	25143	INSURER B : State Farm Mutual Automobile Insurance Company	25178	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER E :														
INSURER F :														
INSURED DWIEL, SHAINA DBA BROOMSTICKS BAKERY 408 W HOWE ST BLOOMINGTON IN 47403-2348														

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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			94-CW-E843-8	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 BUSINESS PRPTY \$ 20,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER CITY OF BLOOMINGTON 401 N MORTON ST PO BOX 100 BLOOMINGTON, IN 47402	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 
--	--

Mobile Vendors Name	License Term	License Dates	Approved for Public Property
Big Cheez – 1	1 year	3-21-18 to 3-20-19	Y
Big Cheez – 2	1 year	3-7-18 to 3-6-19	Y
La Pablana	1 Year	4-4-18 to 4-3-19	Y
Kebab On Wheels, LLC	1 Year	1-25-18 to 1-24-19	Y
Doner Kebab	1 Year	3-21-18 to 3-20-19	Y
Kona Ice of Bloomington	1 Year	7-18-18 to 7-10-19	Y
812 BBQ, LLC	1 Year	5-1-18 to 5-1-19	Y
Wevers Smoke Eaters BBQ #1	1 year	11-02-17 to 11-1-18	Y
Wevers Smoke Eaters BBQ #2 PENDING	1 year	7-11-18 - 7-10-19	Y
Pili's Party Taco	1 year	11-8-17 to 11-7-18	Y
Pili's Party Taco #2	1 year	9-19-18 to 9-18-2019	Y
Juannita's	1 year	10-16-17 to 10-15-18	Y
JD's Taste of Chicago	1 year	5-1-18 to 5-1-19	Y
Juannita's	1 year	10-16-17 to 10-15-18	Y
Limestone BBQ, LLC	1 year	3-21-18 to 3-20-19	Y
Great White Smoke, LLC	6 months	4-18-18 to 10-17-18	Y
Red Frazier Bison, LLP	6 months	4-19-18 to 10-18-18	N
InBloom Juicery	1 year	5-1-18 to 4-30-19	Y
Sweet Valley Ice Cream	1 year	5-29-18 to 5-28-19	Y
Smooth Moves	6 months	6-27-19 to 12-26-18	Y
Top Shotta jerk Chicken LLC	1 year	8-3-18 to 8-2-19	N
Swakin LLC	1 year	9-13-18 to 9-12-19	N
Broomstick Bakery	1 year	9-20-18 to 9-19-19	N
PUSHCARTS Names			
Chocolate Moose	1 year	5-16-18 to 5-15-19	Y
Big Dawgs LLC	1 year	10-4-17 to 10-3-18	Y
The Sandwich Spot	1 year	10-4-17 to 10-3-18	Y
Kona Ice of Bloomington	1 year	3-7-18 to 3-6-19	Y
Rasta Pops	6 months	4-4-18 to 10-3-18	Y

Highlighted – Petitioning Board of Public Works for City Right of Way



Board of Public Works Staff Report

Project/Event: 5K run/walk, Thursday, November 22, 2018
Petitioner/Representative: Sue Acquila/Bloomington Bagel Company
Staff Representative: Sean Starowitz
Meeting Date: October 2, 2018
Event Date: November 22, 2018

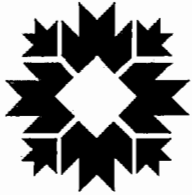
Bloomington Bagel Company has sponsored Thanksgiving 5K run/walk for several years, generally known as the Turkey Trot. The route begins at Bloomington Bagel Company and includes sidewalks only on Dunn, 3rd, 6th, 7th, 10th, and Union Streets as well as Woodlawn Avenue and Indiana Avenue. The run begins on November 22nd at 7:30 a.m. and is over by 9:00 a.m. They expect approximately 500 runners/walkers to participate depending on weather.

Volunteers will be at every turn. Trash is collected onsite at the Bloomington Bagel Company. A Noise Permit was not requested.

Staff recommends approval of the request.

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

SPECIAL EVENT APPLICATION



CITY OF BLOOMINGTON

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

Department of Public Works

812-349-3410

1. Applicant Information

Contact Name:	Suzanne K Aquila		
Contact Phone:		Mobile Phone:	812-322-8209
Title/Position:	President		
Organization:	Bloomington Bagel Co., Inc.		
Address:	113 N Dunn St		
City, State, Zip:	Bloomington IN 47408		
Contact E-Mail Address:	sue@bbcbagel.com		
Organization E-Mail and URL:	www.bbcbagel.com		
Org Phone No:	812-333-4653	Fax No:	

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

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

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

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input checked="" type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)			
Date(s) of Event:	Thanksgiving Morning Each year			
Time of Event:	Date:	Start: 7:30am	Date:	End: 9:00am
Setup/Teardown time Needed	Date:	Start:	Date:	End:
Calendar Day of Week:	Thursday			
Description of Event:	Free 5K for the community every Thanksgiving morning for over 10 years. BBC provides a water bottle to each participant and free bagels/coffee to the community in our store on N Dunn St. We ask all participants to run on the sidewalk, we have volunteers at every turn and no aid stations. All trash is collected onsite at the BBC.			
Expected Number of Participants:	500		Expected # of vehicles (Use of Parking Spaces to close):	0

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

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

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

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

<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)
--------------------------	--

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

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

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

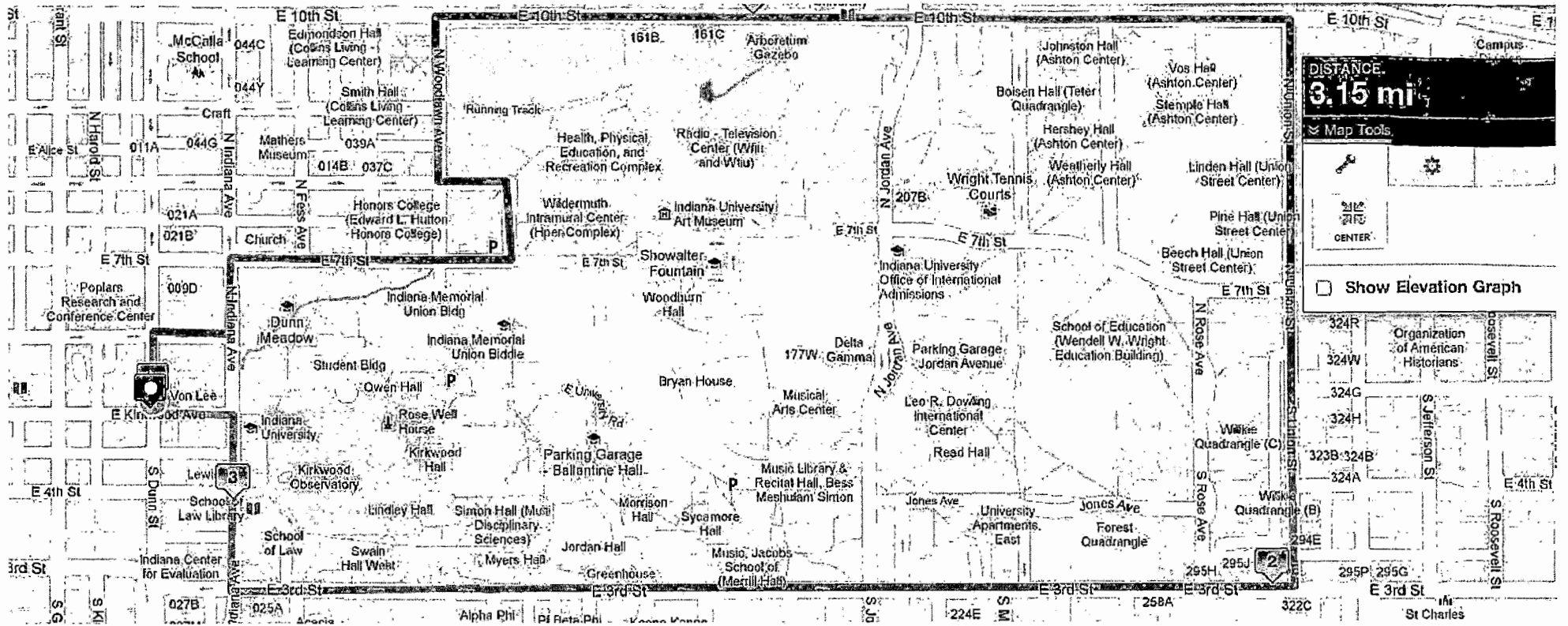
8. CHECKLIST

<input type="checkbox"/>	Determine what type of Event
--------------------------	------------------------------

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

For City Of Bloomington Use Only

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





Board of Public Works Staff Report

Project/Event: Request from Gilliatte General Contractors for time extension to temporarily shift a lane of traffic on Tapp Rd between Kegg Rd and Adams St

Staff Representative: Sara Gomez

Petitioner/Representative: Gilliatte General Contractors / Nick Branson

Date: October 2nd, 2018

Report: On August 21st, 2018, the Board of Public Works approved lane shifts and intermittent lane closures on Tapp Rd. This was requested to facilitate widening Tapp Road for the addition of a right turn in lane and installation of a pedestrian refuge island/crosswalk. The project was scheduled to begin on September 1st, 2018 and be completed by October 13th, 2018. Due to weather delays and concrete cure time needed, Gilliatte General Contractors is now asking for an extension to the original request. The revised request would make the work completion date on or before October 27th, 2018.

Recommendation and Supporting Justification: Staff has reviewed the request and recommends granting permission to Gilliatte General Contractors for the temporary lane shifts and trail closure on W Tapp Rd.

Recommend **Approval** **Denial** by

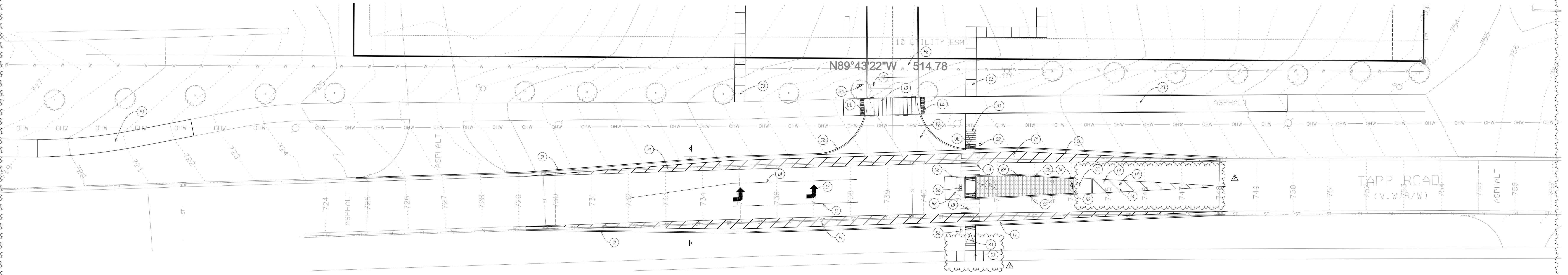
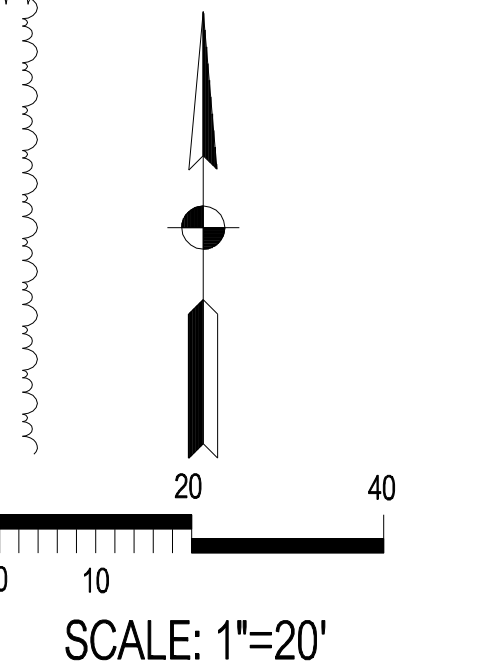
Sara Gomez

MATERIALS LEGEND

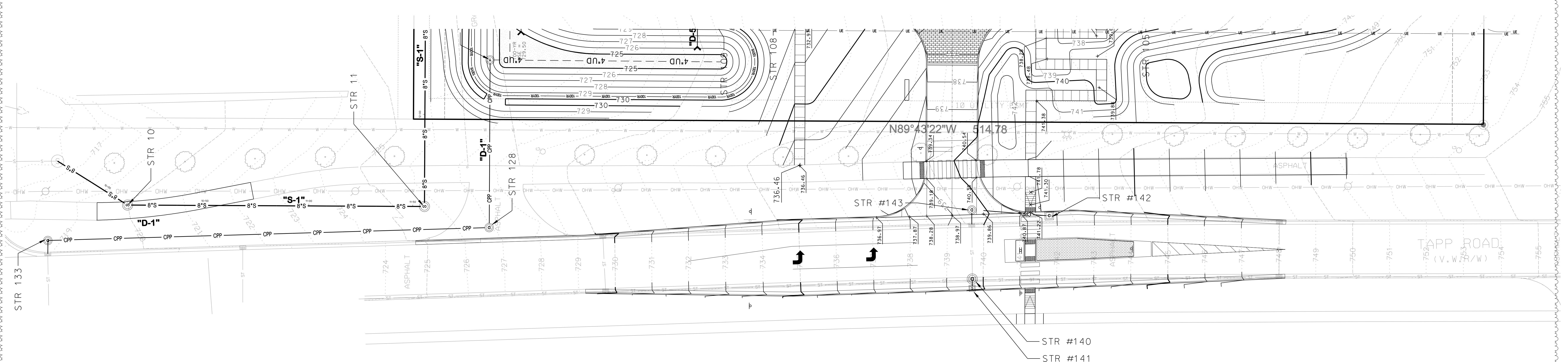
- ① 11" MICRO MILLED PCCP
- ② 18" COMPACTED AGGREGATE BASE #53, TYPE "D"
- ③ CONCRETE PAVEMENT
- ④ 6" THICK, 4000 PSI CONCRETE
- ⑤ 8" COMPACTED AGGREGATE BASE #53, TYPE "D"
- ⑥ 1.25" HMA SURFACE ON 6" HMA BASE ON 6" COMPACTED AGGREGATE BASE #53, TYPE "D"
- ⑦ 2" CONCRETE CURB AND GUTTER
- ⑧ 6" STANDING CURB
- ⑨ CONCRETE SIDEWALK - WIDTH VARIES
- ⑩ 4" THICK CONCRETE
- ⑪ 4" COMPACTED AGGREGATE BASE #53, TYPE "D"
- ⑫ CONCRETE CENTER CURB TYPE D (MEDIAN NOSE PAINTED YELLOW)
- ⑬ LINE, EPOXY PAINT, SOLID, WHITE, 4"
- ⑭ LINE, EPOXY PAINT, SOLID, YELLOW, 4"
- ⑮ LINE, EPOXY PAINT, SOLID, WHITE, 24" STOP BAR
- ⑯ LINE, EPOXY PAINT, SOLID, YELLOW, 4", DOUBLE LINE
- ⑰ TRANSVERSE MARKINGS, EPOXY PAINT, SYMBOL, WHITE, LEFT TURN ARROW
- ⑱ LINE, EPOXY PAINT, SOLID, WHITE, 24" CROSSWALK
- ⑲ ACCESSIBLE RAMP TYPE C WITH DETECTABLE WARNING ELEMENT
- ⑳ REGULATORY "KEEP RIGHT" SIGN, R4-7, 24"x30"
- ㉑ WARNING PEDESTRIAN SIGN, W13-2, 30"x30" ABOVE
- ㉒ WARNING DOWNWARD DIAGONAL ARROW, W16-19, 24"x12"
- ㉓ REGULATORY "STOP" SIGN, R1-1, 30"x30"
- ㉔ CAST IRON DETECTABLE WARNING ELEMENT IN ACCORDANCE WITH INDOT DETAIL E604-SWCR-14
- ㉕ BRICK PAVEMENT MATERIAL SUPPLIED BY CITY OF BLOOMINGTON CONTRACTOR TO COORDINATE MATERIAL WITH UP WITH MATI SMETHURST (Smethurst@bloomington.in.gov)
- ㉖ REFLECTORS AND RAISED PAVEMENT MARKINGS TO BE INSTALLED ON END OF MEDIAN ISLAND IN ACCORDANCE WITH THE LIMITED

NOTES

- 1) SEE SMITH BREHOB & ASSOCIATES, INC. STANDARD SPECIFICATIONS FOR CONSTRUCTION REQUIREMENTS.
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- 5) ALL SIGNS SHALL BE IN COMPLIANCE WITH LIMITED. ALL WARNING SIGNS SHALL BE YELLOW. ALL SIGNS IN ROW SHALL HAVE HIGH INTENSITY PRISMATIC REFLECTIVE SHEETING. POSTS AND MOUNTS SHALL BE IN ACCORDANCE WITH CITY OF BLOOMINGTON STANDARDS. CONTRACTOR IS RESPONSIBLE FOR OBTAINING A CITY R/W ELEVATION PERMIT IF WORK WITHIN THE PUBLIC R/W IS NECESSARY FOR THE PROJECT COMPLETION.
- 6) ALL ROAD CUTS MUST BE MADE TO NEAREST EXISTING CONSTRUCTION JOINT.
- 7) CONCRETE CURING SHALL BE IN ACCORDANCE WITH THE LATEST INDOT SPECIFICATIONS AND STANDARDS. TRAFFIC CONTROL DEVICES SHALL REMAIN IN PLACE TO ACCOMMODATE ADEQUATE CURING TIMES.
- 8) STRUCTURAL CONSTRUCTION JOINTS WILL BE REQUIRED PER INDOT DETAIL E603-CPP-01. RETROFITTED TIE BARS SHALL USE CHEMICAL ANCHOR SYSTEM IN ACCORDANCE WITH INDOT SECTION C1 AND INDOT SPECIFICATIONS. ALL JOINTS SHALL BE CRACK SEALED IN ACCORDANCE WITH INDOT SPECIFICATIONS.
- 9) EXISTING UNDER SEWER ALONG TAPP ROAD TO BE ROUTED AS NECESSARY TO NEW STORM SEWER ALONG TAPP ROAD.
- 10) EXISTING UNDER SEWER ALONG TAPP ROAD.



SITE PLAN



GRADING AND UTILITY PLAN

Smith Brehob & Associates, Inc.
 433 S. Charter Boulevard
 Bloomington, Indiana, 47401
 Telephone: (812) 336-6586
 Fax: (812) 336-0312
 Web: www.smithbrehob.com

KATHERINE E. SEWELL
 REGISTERED PROFESSIONAL ENGINEER
 NO. PE190007
 STATE OF INDIANA
 KATHERINE E. SEWELL
 CERTIFICATION DATE
 03/16/18

JOB TITLE
ADAMS VILLAGE
WOOLERY LOT 1
BLOOMINGTON, IN.

REVISIONS	BY	DATE
AUTOREVISION 1 - CITY REVIEW COMMENTS	HEB	3-16-18
AUTOREVISION 2 - CITY REVIEW COMMENTS	HEB	3-16-18

DESIGNED BY
SB/KS

DRAWN BY
SE/KS

CHECKED BY
CS

DATE

JOB NUMBER
5331

SHEET
C900

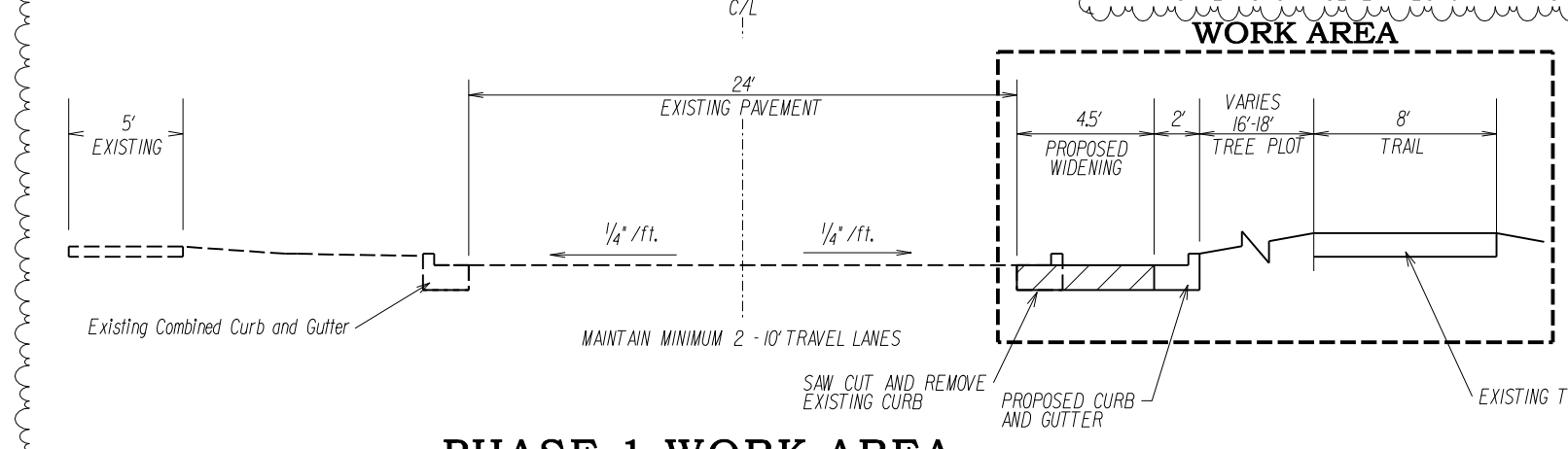
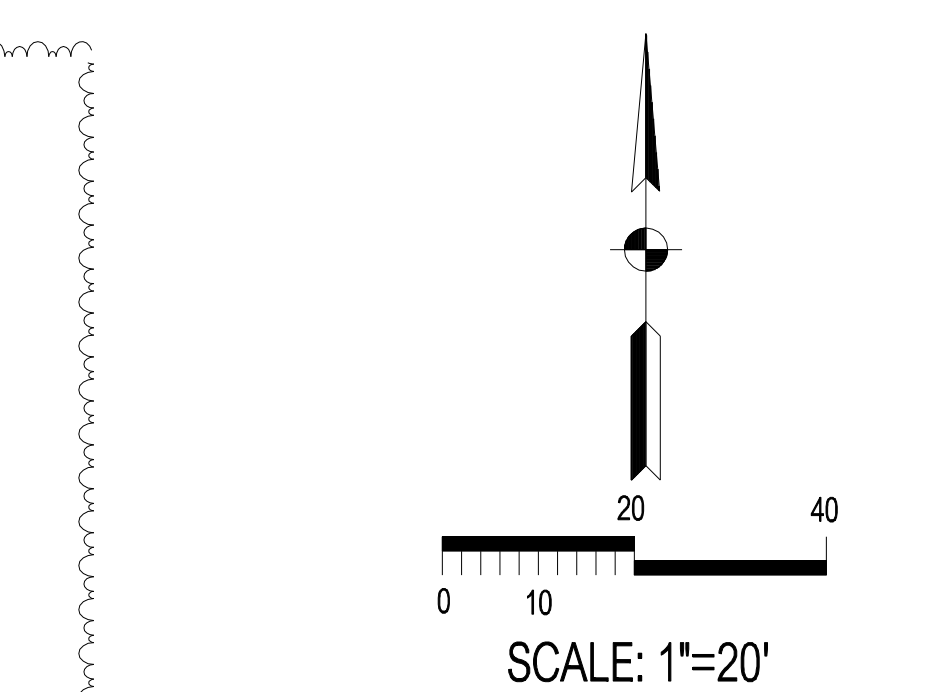
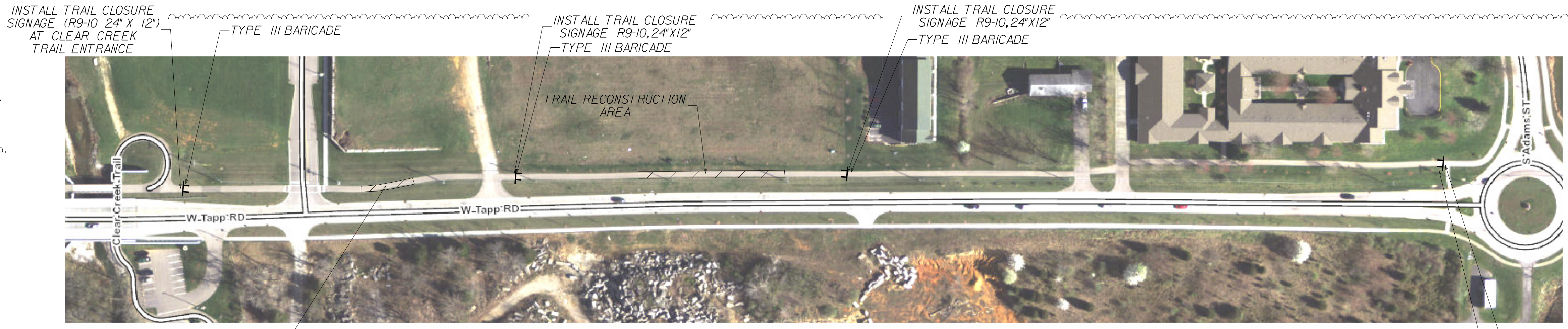
DATE
 03/16/18

TAPP ROAD
 SITE, GRADING
 & UTILITY
 PLAN

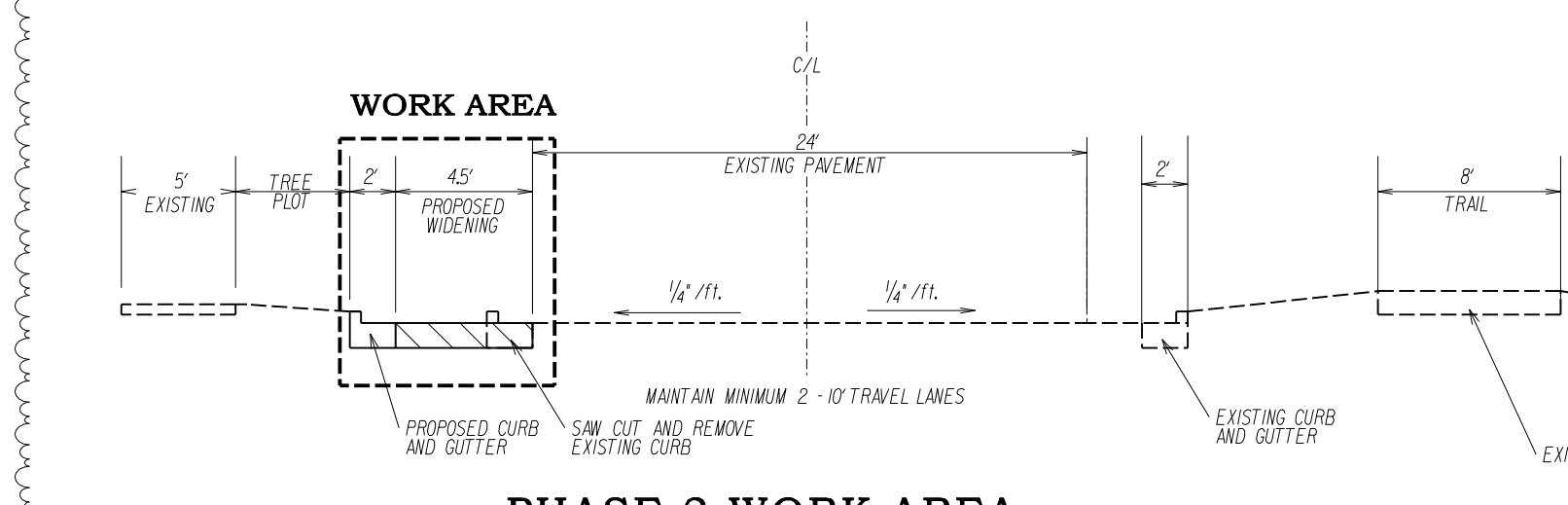
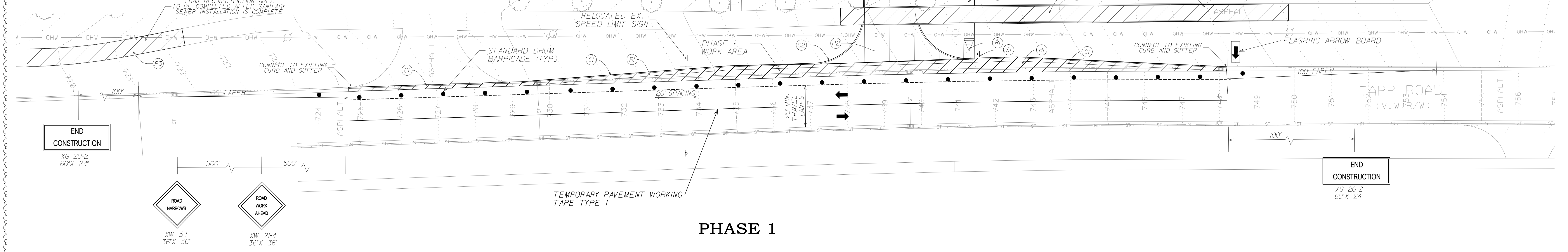
- ### MATERIALS LEGEND
- 11" MICRO MILLED PCP N
 - 1" COMPACTED AGGREGATE BASE #53, TYPE "0"
 - CONCRETE PAVEMENT
 - 6" THICK, 4000 PSI, CONCRETE
 - 8" COMPACTED AGGREGATE BASE #53, TYPE "0"
 - 1.25" HMA SURFACE ON
 - 2" HMA BASE ON
 - 6" COMPACTED AGGREGATE BASE #53, TYPE "0"
 - 2" CONCRETE CURB AND GUTTER
 - 6" STANDING CURB
 - CONCRETE SIDEWALK - WIDTH VARIES
 - 4" THICK CONCRETE
 - 4" COMPACTED AGGREGATE BASE #53, TYPE "0"
 - CONCRETE CENTER CURB TYPE D (MEDIAN NOSE PAINTED YELLOW)
 - LINE - EPOXY PAINT, SOLID, WHITE, 4"
 - LINE - EPOXY PAINT, SOLID, YELLOW, 4"
 - LINE - EPOXY PAINT, SOLID, WHITE, 24" STOP BAR
 - LINE - EPOXY PAINT, SOLID, YELLOW, 4", DOUBLE LINE
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 - BRICK PAVEMENT
 - MATERIAL SUPPLIED BY CITY OF BLOOMINGTON
 - CONTRACTOR TO COORDINATE MATERIAL PICK UP WITH MATTHEW SMITH (SMITH@BLOOMINGTON.IN.GOV)
 - REFLECTORS AND RAISED PAVEMENT MARKINGS TO BE INSTALLED ON END OF MEDIAN ISLAND IN ACCORDANCE WITH THE LIMITED

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 5. A MINIMUM TRAVEL WAY WIDTH OF 20' SHALL BE MAINTAINED AT ALL TIMES ALONG TAPP ROAD.
 6. TRAIL RECONSTRUCTION IS PART OF PHASE 1 WORK. REFER TO PEDESTRIAN MAINTENANCE PLAN.
 7. EXISTING CENTERLINE PAVEMENT MARKING SHALL BE REMOVED IN ACCORDANCE WITH INDOT'S 808-10 DURING PHASE 1 WORK AND TEMPORARY PAVEMENT MARKING TAPE INSTALLED TO DELINEATE TRAVEL LANES WITHIN WORK AREA. GRINDING METHOD OF REMOVAL IS NOT PERMITTED.
 8. ALL TRAFFIC CONTROL DEVICES SHALL REMAIN IN PLACE FOR THE DURATION OF CONSTRUCTION FOR EACH PHASE.

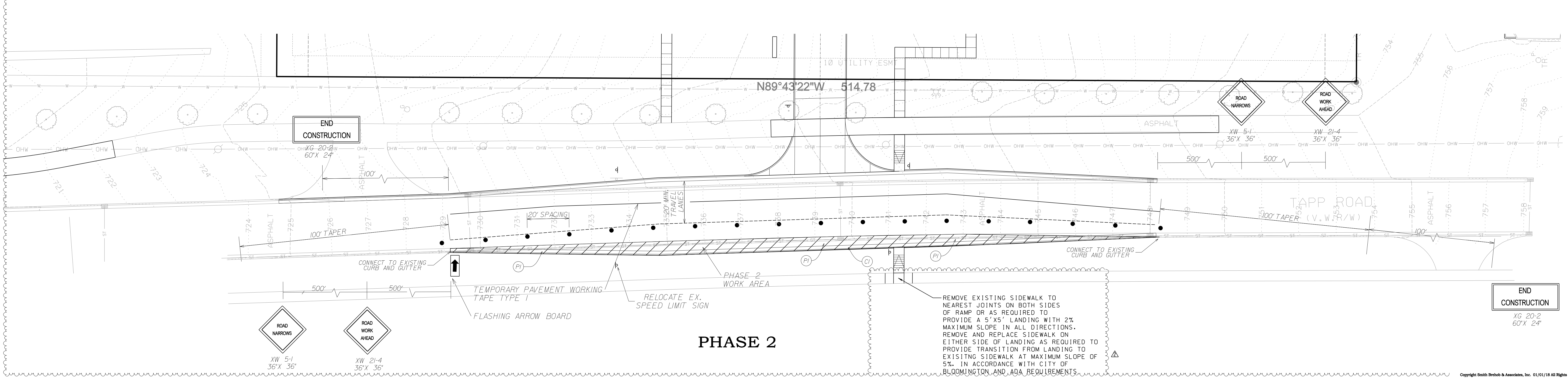
- ### NOTES
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PHASE 1 WORK AREA
NO SCALE



PHASE 2 WORK AREA
NO SCALE



Smith Brehob & Associates, Inc.
453 S. Center Boulevard
Bloomington, Indiana, 47401
Telephone: (812) 336-6586
Fax: (812) 336-0312
www.smithbrehob.com

KATHERINE E. STEWART
REGISTERED PROFESSIONAL ENGINEER
NO. PE1600307
STATE OF INDIANA
Professional Engineer
Katherine Stewart

CERTIFICATION DATE
03/16/18

JOB TITLE
**ADAMS VILLAGE
WOOLERY LOT 1
BLOOMINGTON, IN.**

REVISIONS	BY	DATE
AUTONUM 1 - CITY REVIEW	HEC/PJB	12/15/18
AUTONUM 2 - CITY REVIEW COMMENTS	HEC/PJB	3/30/18

JOB NUMBER
5331

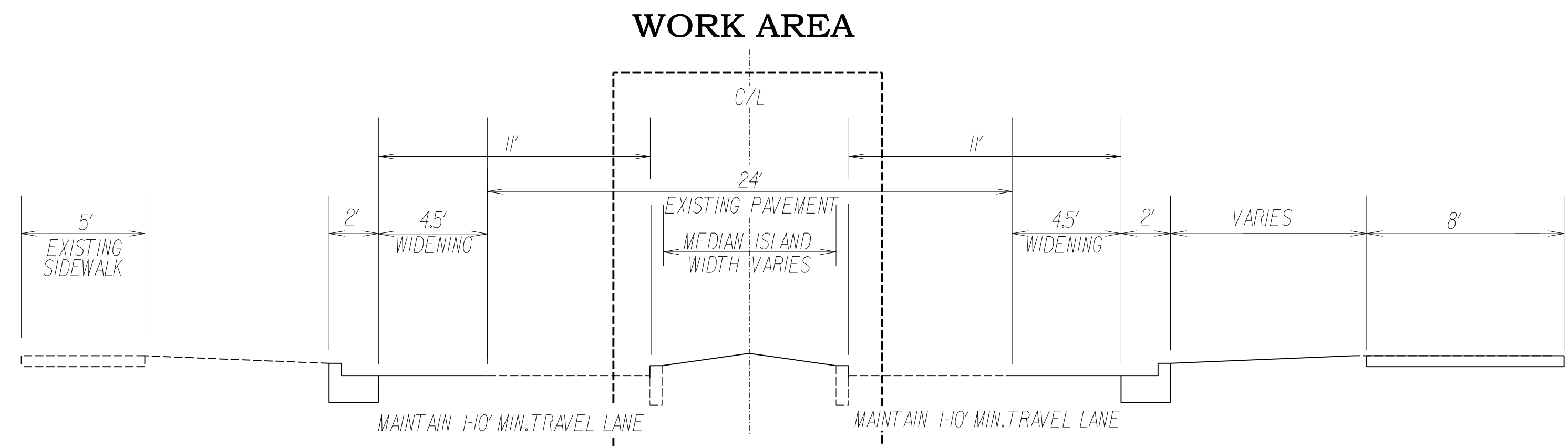
SHEET
C901

DATE
03/16/18

TAPP ROAD
TRAFFIC CONTROL
PLAN

MATERIALS LEGEND

- ① 1" WIND MILLED PFC# 18" COMPACTED AGGREGATE BASE #53, TYPE "D"
- ② CONCRETE PAVEMENT
- ③ 6" THICK 4000 PSI CONCRETE
- ④ 8" COMPACTED AGGREGATE BASE #53, TYPE "D"
- ⑤ 1.25" HMA SURFACE ON
- ⑥ 6" COMPACTED AGGREGATE BASE #53, TYPE "D"
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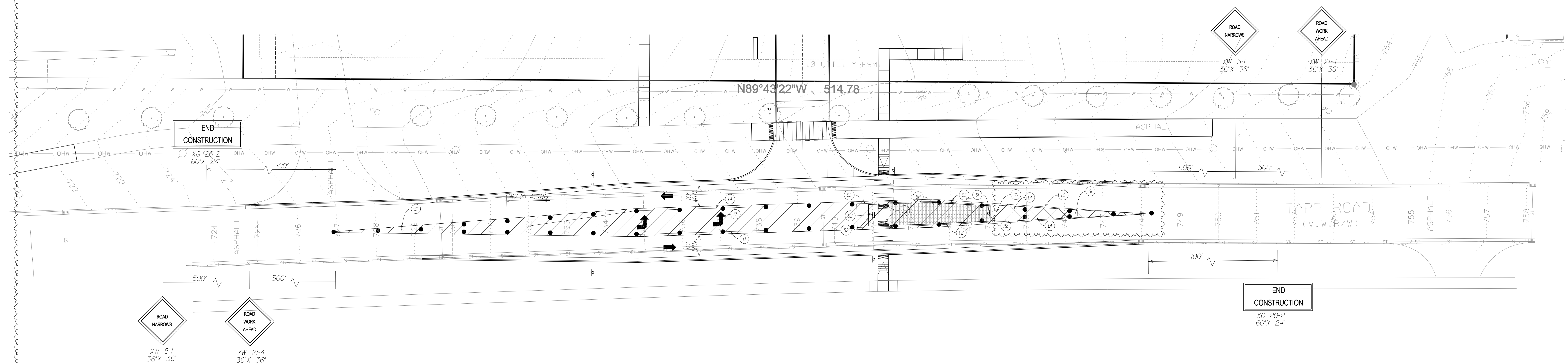
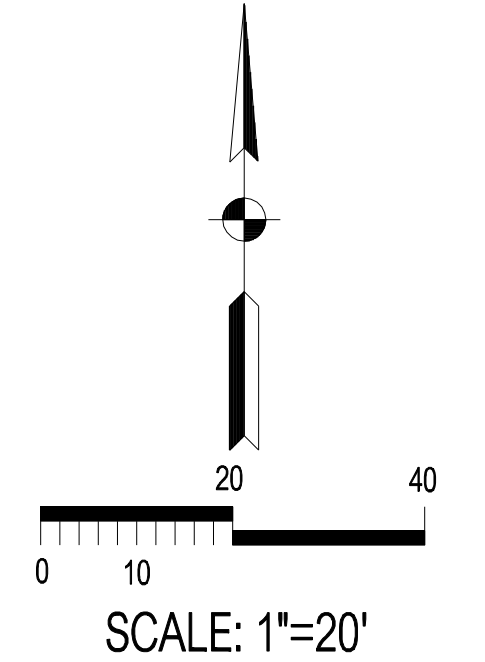
PHASE 3 WORK AREA
NO SCALE

TRAFFIC CONTROL NOTES

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Smith Brehob & Associates, Inc.
453 S. Charter Boulevard
Bloomington, Indiana, 47401
Telephone: (812) 336-6586
Fax: (812) 336-0318
www.smithbrehob.com

W. KATHERINE E. SEIBER
REGISTERED
NO. PE16002007
STATE OF INDIANA
PROFESSIONAL ENGINEER
Natural Steel

CERTIFICATION DATE
03/16/18

JOB TITLE
**ADAMS VILLAGE
WOOLERY LOT 1
BLOOMINGTON, IN.**

REVISIONS	BY	DATE
REVISION 1 - CITY REVIEW COMMENTS	EC/JSB	3-16-18
REVISION 2 - CITY REVIEW COMMENTS	EC/JSB	3-16-18

DESIGNED BY
SB/KS

DRAWN BY
SE/KS

CHECKED BY
DATE

JOB NUMBER
5331

SHEET
C902

DATE
03/16/18

TAPP ROAD
TRAFFIC CONTROL
PLAN



Board of Public Works Staff Report

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

Staff Representative: Liz Carter

Petitioner/Representative: Weddle Brothers Building Group, LLC

Date: October 2, 2018

Report: Weddle Brothers has been contracted by IU to perform a renovation on the building located at 802 E. 13th Street. Weddle was approved by the Board at the last meeting to close 13th Street for 5 weeks, beginning September 24th and lasting until October 26th. The approved closure was to take place from 7:00 am until 5:30 pm, but the street would be open in the evening on a daily basis.

Weddle is now requesting that, for the remaining 4 weeks of closures, the street be closed from Monday morning through Friday evening. The street would be open for the weekends. It has slowed construction activities to close and open 13th Street every morning and evening.

Recommendation and Supporting Justification: Staff recommends approval of this request.

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



City of Bloomington

Public Works Department

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

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

Street or Traffic Lane Closure Permit Application

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

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

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

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

Reason for Closure:

- Work on Sidewalk/Multiuse Path/Trail
- Work in Street
- Loading and Unloading
- Utility Work
- Special Event
- Work on Private Property
- Other: Utilize street to set crane for steel erection of new IU Fine Arts building

Date(s) of Closure: From 10/1/18 To 10/26/18
> 2 weeks? Yes No

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

Overnight Closure Required: Yes No

The applicant hereby certifies and agrees as follows: Road closure would be 24/7 Monday thru Friday and open on Weekends for home football games.

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

Applicant Information:

Name or Organization: Weddle Brothers Building Group, LLC

Contact Person (*Printed Name*): Ryan Nicholson

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

Signature: _____ Date: _____

For Office Use Only

Approved By: _____ Dept.: _____ Date: _____

Approved By: _____ Dept.: _____ Date: _____

Ryan Nicholson

From: Ranard Jr, Herbert E <hranard@iupui.edu>
Sent: Friday, September 28, 2018 9:47 AM
To: Ryan Nicholson
Cc: Chambers, Gary; Stewart, Jim
Subject: RE: 13th Street Closure

Ryan, I just spoke with Mr. Stewart this morning about working with Weddle to close 13th street 24 hour a day. We agree this will work as long as we have the street open for weekend and for any home ball games. Thank you, Herb Ranard

From: Ryan Nicholson <rnicholson@weddlebros.com>
Sent: Friday, September 28, 2018 9:35 AM
To: Ranard Jr, Herbert E <hranard@iupui.edu>
Subject: FW: 13th Street Closure

Herb,

Right now we have 13th street closed from 7:30am to 5:30pm and open it up in the evenings. Is there any way that we could close down 13th Street from Woodlawn to Fess M-F 24hrs? It would gain us laydown area for shaking out steel and wall forms. The next home game is not until October 13th. We would make sure that the road is open for any home game.

Thank You,

Ryan Nicholson
Project Manager



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



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

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
9/28/2018	Payroll				390,752.78
					<u>390,752.78</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of \$ 390,752.78

Dated this _____ day of _____ year of 20_____.

Kyla Cox Deckard President

Beth H. Hollingsworth Vice President

Dana Palazzo Secretary

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

Fiscal Officer _____



Board of Public Works Staff Report

Project/Event: Title 17 Resolution to Uphold Order to Seal for 2431 S Bryan St
Petitioner/Representative: HAND
Staff Representative: Michael Arnold
Date: 02 October 2018

Report: The previous Order to Seal has expired. A drive by of the property on 11 September 2018 found the structure to be open and accessible. HAND is renewing the Order to Seal for more than 90 days. The Board of Public Works is required to uphold an Order to Seal for more than 90 days.

Recommendation and Supporting Justification: Copy of the Order to seal with a picture

Recommend **Approval** **Denial by:**

14 September 2018

LSF9 Master Participation Trust
13801 Wireless Way
Oklahoma City OK 73134

**UNSAFE BUILDING
ORDER TO SEAL**

RE: Structure(s) located at 2431 S Bryan St., Bloomington, Indiana 47403
Legal description of relevant property: 015-37005-00 Broadview Park 2nd Pt Lot 131;
Schult On Re; Annexed 3-1-02 From 014-37000-00

You are the recorded owner of the aforementioned property ("Property"). A recent inspection determined the Property to contain an unsafe structure(s) and revealed violations of Bloomington Municipal Code ("B.M.C.") Chapter 17.16 and Indiana Code ("I.C.") Chapter 36-7-9. Pursuant to B.M.C. Chapter 17.16 and I.C. § 36-7-9-5(a)(2), you are hereby **ORDERED to SEAL THE STRUCTURE(S)** at the above-referenced property within **20** days, to wit: commencing on the date of receipt of this Order to Seal. This Order expires on 14 September 2020.

The following actions must be taken to comply with this Order:

Properly seal the structure to prevent unauthorized entry (See attached)

The structure referenced above is being declared unsafe in accordance with B.M.C. Chapter 17.16 and I.C. § 36-7-9-4(a) and this **ORDER TO SEAL** is being issued as a result of inspection(s) conducted by HAND on 11 September 2018. The inspection(s) revealed that the property is:

- In an impaired structural condition that makes it unsafe to a person or property;
- A fire hazard;
- A hazard to the public health;
- A public nuisance;
- Dangerous to a person or property because of a violation of the below listed statute or ordinance concerning building condition or maintenance:
17.16.060(a); and/or
- Vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of the below listed statute or ordinance:

The law requires a hearing be held before this Order can go into effect. To that end, a hearing will be conducted by the City of Bloomington's ("City") Board of Public Works ("Board") at **5:30 p.m. local time on 02 October, 2018**. The hearing will take place in the City's Common Council Chambers, located at 401 North Morton Street, Bloomington, Indiana. You or your legal counsel may present evidence, cross-examine witnesses, and present arguments at this hearing.

Failure to comply with this Order by the deadline(s) imposed may result in the City issuing citations for violations of the B.M.C., civil penalties being assessed against you, a civil suit being filed against you, the City making the necessary repairs (either by itself or via the use of an independent third-party contractor) and placing a lien on the Property to recover costs associated with this action, and/or demolition of the Property.

You must notify the City's HAND Department within five (5) days if you transfer title, or if another person or entity agrees to take a substantial interest in the Property. This notification shall include the full name, address and telephone number of the person or entity taking title of or substantial interest in the Property. The legal instrument used in the transfer must also be supplied to the HAND Department. Failure to comply with this notification requirement may render you liable to the City if a judgment is entered for the failure of the City to provide notice to persons holding an interest in the Property.

If you have questions regarding this Order, please feel free to contact Neighborhood Compliance Officer Mike Arnold during normal business hours at the address, telephone number, and/or email herein provided:

Michael Arnold
Neighborhood Compliance Officer
Housing & Neighborhood Development Department (HAND)
401 N. Morton Street/P.O. Box 100
Bloomington, Indiana 47402
(812) 349-3401
arnoldm@bloomington.in.gov.

Doris Sims, Director
City of Bloomington
Housing & Neighborhood Development (HAND)
401 N. Morton Street/P.O. Box 100
Bloomington, Indiana 47402

Date

2431 S Bryan St
11 September 2018



17.16.060 Uniform standards for sealing an unsafe building.

Pursuant to Indiana Code §§ 36-7-9-5(a)(2) and 36-7-9-5(a)(8), this section hereby establishes a uniform standard for sealing an unsafe building against intrusion by unauthorized persons when such an order is issued by the housing and neighborhood development department or the board of public works:

- (a) All openings of a building shall be closed.
- (b) Openings that are more than one square foot in area and located less than twenty feet above the ground or that are accessible from a part of the building such as a fire escape or other means of access shall be secured by the following means:
 - (1) Plywood or oriented strand board, covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building and cut to the inside dimension of the exterior of the opening, shall be placed in all openings in such a way that no portion of the plywood or oriented strand board extends outside the existing frame.
 - (A) The plywood or oriented strand board shall be placed against any existing exterior window slide trim or a furring strip.
 - (B) If there is no slide trim or furring strip, an equivalent block shall be installed.
 - (C) The slide trim, furring strip or block shall be sufficient to prevent the plywood or oriented strand board from being pushed inward.
 - (D) The plywood or oriented strand board shall be affixed to the exterior frame by use of two and three-quarters-inch or longer ring nails spaced a maximum of eight inches apart.
 - (2) Where the inside dimension of the opening exceeds twenty-six square feet in area, additional exterior support shall be provided by placing continuous pieces of nominal two-inch by four-inch framing grade lumber on the outside of the plywood or oriented strand board in such a manner that every carriage bolt used in the opening passes through and joins such a piece of nominal two-inch by four-inch lumber, the plywood or oriented strand board and the interior brace.
 - (A) The round head of the bolt shall be on the outside of such pieces of nominal two-inch by four-inch lumber that gives exterior support.
 - (B) The pieces of nominal two-inch by four-inch framing grade lumber shall be covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building.
 - (3) In case of a ground level door the following method of securing shall be used:
 - (A) The door shall be placed in good repair including, but not limited to, closing any openings in the door, repairing hinges on the door and providing for an adequate closure to the opening; and

- (B) The door shall be locked by the use of not less than two hasp locks and padlocks to be located equidistant from the top and bottom casing and each other.
 - (C) If no door exists, or if it is impractical to repair the existing door, the opening shall be secured in the manner described in this subsection, substituting, however, a piece of plywood or oriented strand board for the door. The plywood or oriented strand board shall be covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building.
 - (c) Any opening that is less than one square foot in area or that is both more than twenty feet above the ground and not accessible from a part of the building shall be covered so as to prevent the entry of birds, rats or other animals and shall be made weather tight. The covering shall be painted in color similar to the exterior of the building.
 - (d) The materials used to secure the openings of a building pursuant to these standards shall meet the following specifications:
 - (1) Plywood or oriented strand board: no less than one-half-inch exterior grade;
 - (2) Braces: no less than nominal two-inch by four-inch framing grade lumber; and
 - (3) Bolts: no less than three-eighths-inch carriage bolts.
 - (e) The housing and neighborhood development department or board of public works may allow the use of other materials and methods of securing openings, including the use of existing doors, if it is shown that, as related to the particular circumstances, the objectives of these standards would be met by the use of such materials and methods.
- (Ord. No. 14-23, § 1, 10-29-2014)



Board of Public Works Staff Report

Project/Event: Resolution 2018-108 - Approvals for Short-Term Use of Public Right-of-Way

Staff Representative: Liz Carter

Petitioner/Representative: Planning and Transportation Department – Engineering Division

Date: October 2, 2018

Report: Resolution 2016-07 gave the staff of the Department of Public Works and Planning & Transportation the authorization to approve restrictions and closures of right-of-way. This resolution was created so that staff could approve uses of public right-of-way that were short-term and/or emergency situations.

With Resolution 2018-108, staff is seeking to refine the types of closures and restrictions that do not require Board approval. Staff has identified two major determining factors for the level of approval needed: duration of the use of right-of-way and the classification of the right-of-way being used. The flow chart, attached to the resolution as Exhibit A, shows the categories of requests which staff receive, then identify the level of approval required.

Recommendation and Supporting Justification: Staff recommends approval of the resolution.

Recommend Approval Denial by Liz Carter

**BOARD OF PUBLIC WORKS
RESOLUTION 2018-108**

Approvals for Short-Term Closure of Public Right of Way

WHEREAS, the City's Board of Public Works ("BPW") has authority, pursuant to Ind. Code Section 36-9-2-5, to establish, vacate, maintain and operate public ways, including air ways over sidewalks; and

WHEREAS, on January 26, 2016, the BPW approved Resolution 2016-07 which authorized City staff to approve right-of-way closures on a limited basis, and now the BPW wishes to provide greater clarity regarding that authority; and

WHEREAS, the BPW hereby revokes Resolution 2016-07 and the BPW authorizes staff to act in accordance with this Resolution 2018-108; and

WHEREAS, the staff from the Public Works Department and the Planning and Transportation Department receive multiple requests each week for the imminent closure of a portion of a sidewalk or travel lane(s) on the City's streets in order to deal with unanticipated issues or problems that need immediate attention or requests that seek some restriction on use of right of way during short-term construction projects; and

WHEREAS, in the interest of fostering the timely abatement of unsafe or undesirable conditions upon the City's right of way and of accommodating short-term improvement projects, the BPW wishes to provide the following limited authority to City staff to deal with and resolve such conditions when they occur;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The BPW hereby provides the authorization for City staff to effect the closure of a sidewalk, parking lane, travel lane(s) or full closure of a City street(s) for a period of time not to exceed fourteen (14) days, as provided in the Right-of-Way Use Flow Chart.
2. The Right-of-Way Flow Chart is attached hereto and incorporated herein as Attachment A.
3. BPW authorization is required prior to any right-of-way closure that is anticipated to exceed fourteen (14) days.
4. The person or entity requesting staff or BPW approval for any closure is not relieved from compliance with any applicable rule, regulation or permitting requirement.

5. The terms of this Resolution shall be in effect upon execution of this Resolution by the members of the BPW.

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS**

By: _____
Kyla Cox Deckard, President

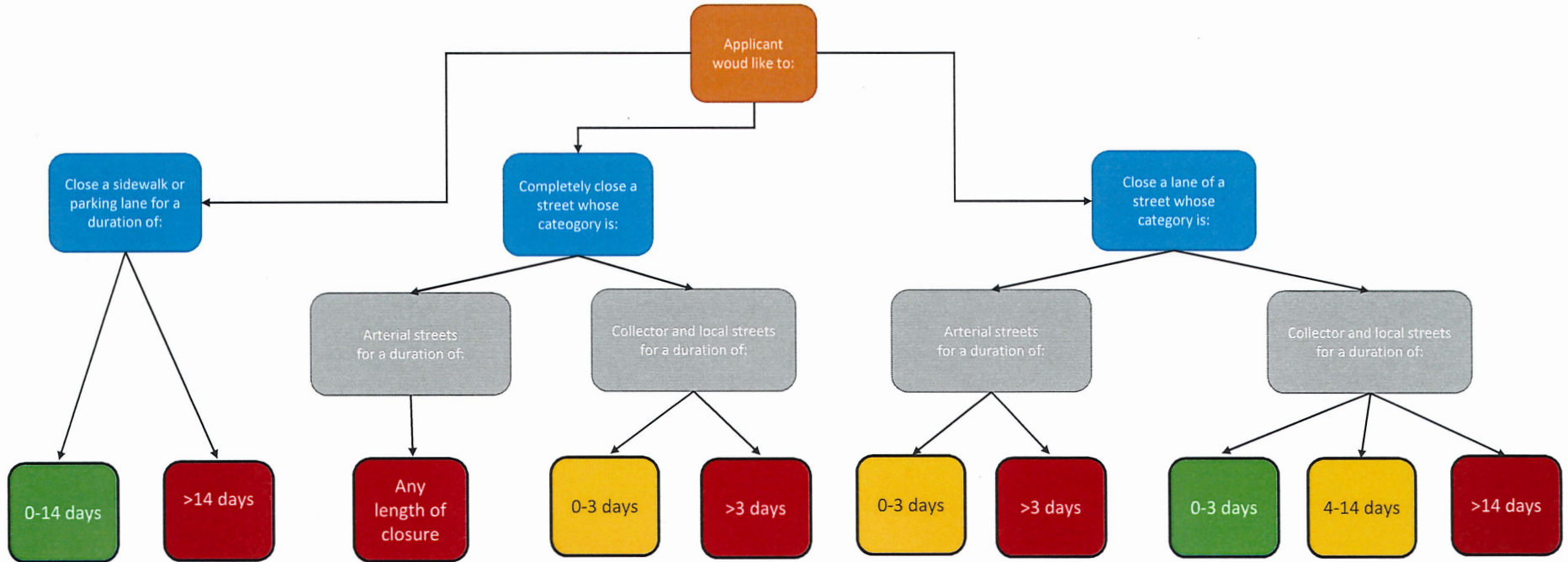
By: _____
Beth H. Hollingsworth, Vice President

By: _____
Dana Palazzo, Secretary

Attest: _____
Adam Wason, Director
Public Works Department

Attest: _____
Terri Porter, Director
Planning and Transportation Department

Right-of-Way Use Flow Chart



Key:

Approval from City Engineer's designee

Must receive approval from Director of Public Works, Director of Planning and Transportation, or City Engineer

Must receive Board of Public Works Approval



Board of Public Works Staff Report

Project/Event: Request to use public right-of-way to facilitate a culvert repair

Staff Representative: Liz Carter

Petitioner/Representative: City of Bloomington Utilities – Phil Peden

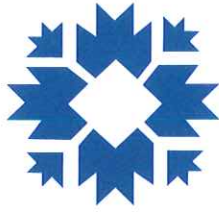
Date: October 2, 2018

Report: A storm culvert adjacent to 624 S. Walnut had collapsed in June. City of Bloomington Utilities (CBU) investigated the collapse and found that the lid of the culvert had failed, causing the collapse and was failing on either side of the collapse.

CBU has ordered large pre-cast concrete panels to replace the lid of the culvert. Thirty-eight (38) of the panels will be on private property and two (2) will be under South Walnut Street. CBU plans to begin this project October 1st and complete it October 31st. In order to replace the panels under South Walnut, CBU has requested a lane closure of the western lane of South Walnut from October 15th through October 19th, 5 days. CBU has also requested the reservation of the on-street parking spaces on East Wylie Street from Walnut through the first alley to the east for the month of October.

Recommendation and Supporting Justification: Staff recognizes the importance of replacing a failing culvert lid before further damage to the culvert occurs. Staff recommends approval of CBU's request with the condition that if the South Walnut Street lane restriction is changed to any timeframe other than October 15th – 19th, CBU must receive Board of Public Works approval for the change.

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



CITY OF BLOOMINGTON UTILITIES
Engineering Department

City of Bloomington
Board of Public Works
Attn: Members

September 27, 2018

Re: Project Name: West Wylie Box Culvert Replacement
Project Location: 700 Walnut St

Dear Board Members:

In June a storm box collapsed along the building at 700 Walnut St. CBU performed an investigation and found the top of the box culvert in very bad condition and needs replaced. CBU has prepared a design plan and ordered pre-cast concrete panels to place over the box culvert up into Walnut Street west lane.

We are now requesting a lane closure on Walnut St for October 15th through October 19th. Also requesting no parking along E. Wylie Street at 625 E. Wylie for the month of October. A design plan and maintenance of traffic plan has been submitted to the City of Bloomington Planning & Transportation Department.

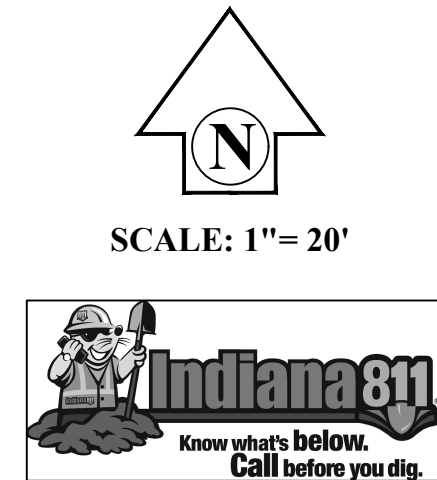
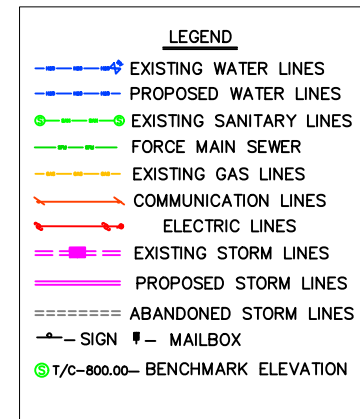
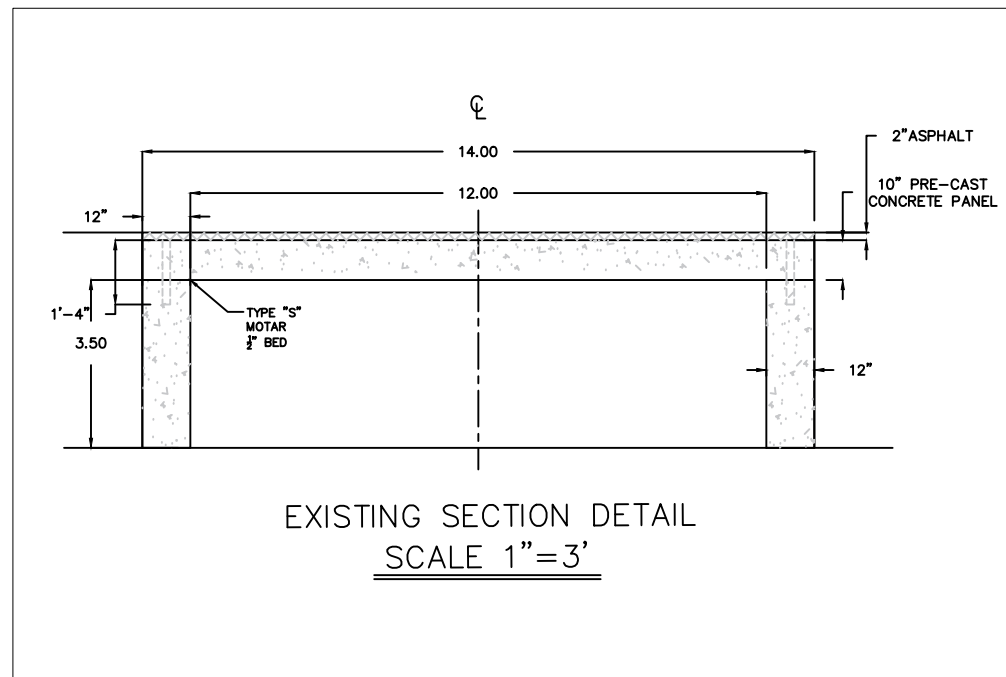
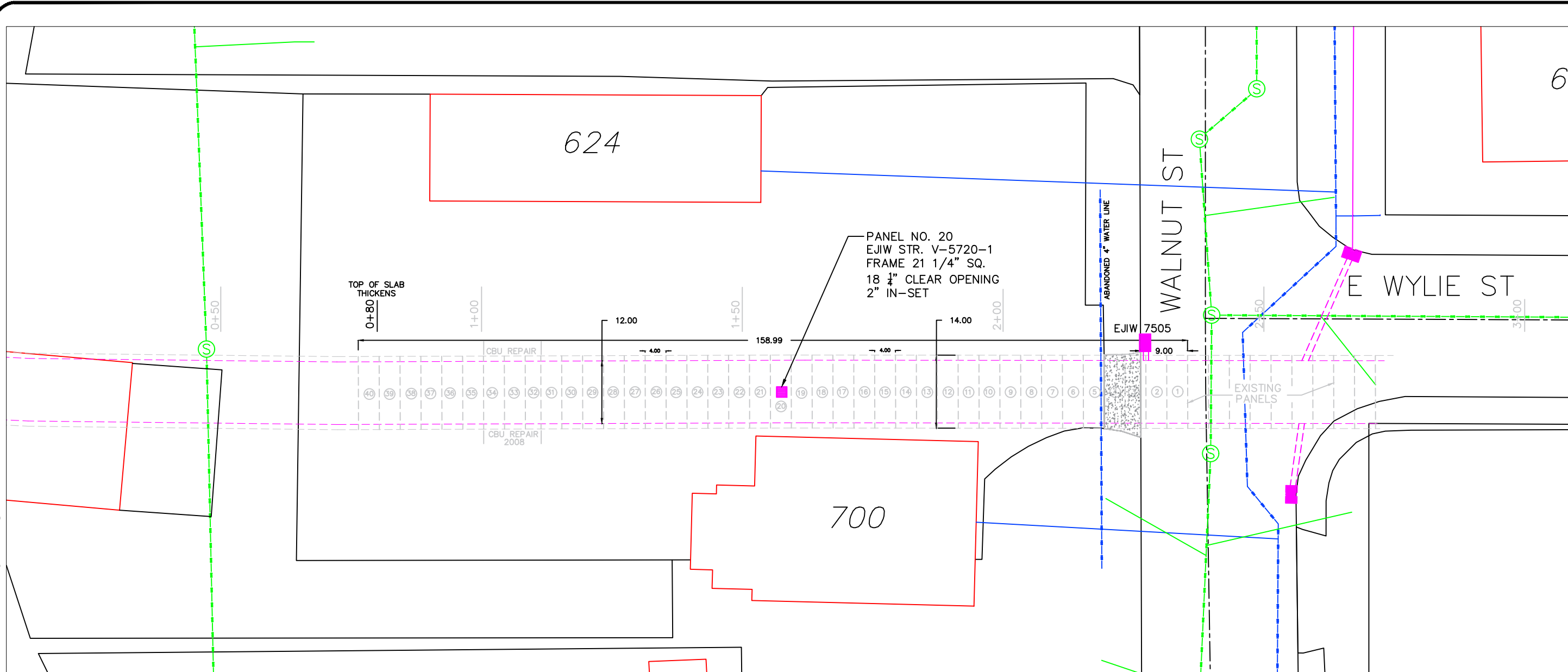
Please feel free to call should you have any questions.

Respectfully yours,

Phil Peden, PE
Engineer
City of Bloomington Utilities

File – Document Imaging – Correspondence File –
Project Inspector – Love – Engineering Technician – J. Ramey Engineering
Contractor: CBU T&D
Email: J. Callahan, B Schroeder, E Carter, P&T

I:\common\CBU DESIGN PROJECTS\Wylie Box Culvert\Wylie Box Culvert\Project.dwg



Note: CONSTRUCTION SPECIFICATIONS for... CITY OF BLOOMINGTON UTILITIES Wastewater, Water, and Storm Projects Update Issue January, 2017 to be used with this project.

NOTE: HIGH PRESSURE GAS LINE CROSSINGS. MUST CONTACT EVAN HAMILTON EAMILTON@VECTREN.COM AT LEAST 2 DAYS BEFORE EXCAVATION.

DATE	REVISIONS	No.	BY	APP.

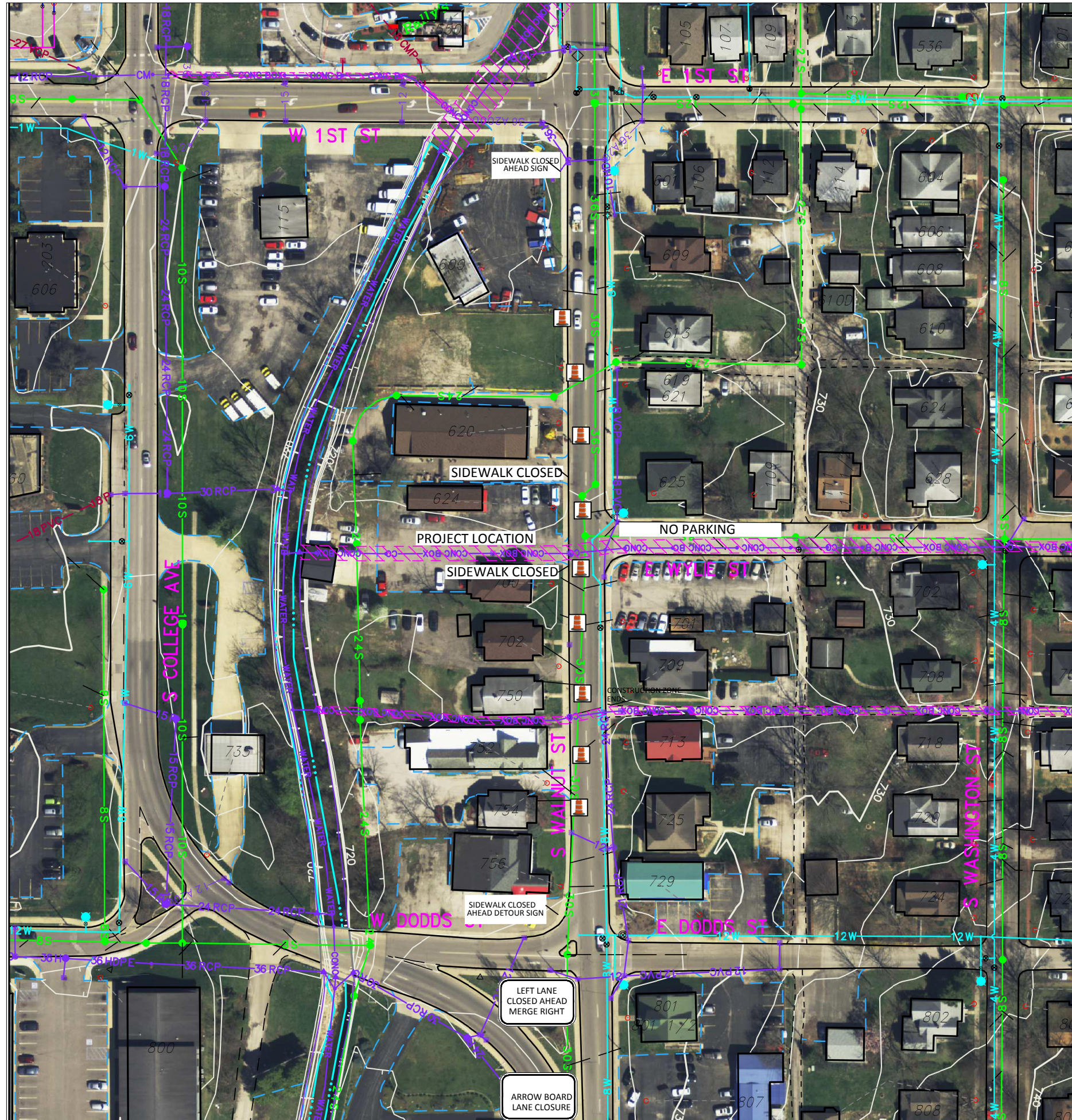


PROJECT NO. ACC
Designed by: J.F. JR.
Drawn by: JR.
Checked by: JF
Approved by:
Date: 08/31/2018

SITE PLAN

WYLIE BOX CULVERT COLLAPSE

SHEET No.
1 of 2



Note: CONSTRUCTION SPECIFICATIONS for...
CITY OF BLOOMINGTON UTILITIES
Wastewater, Water, and Storm Projects Update
Issue January, 2017 to be used with this project.

NOTE: HIGH PRESSURE GAS LINE CROSSINGS.
MUST CONTACT EVAN HAMILTON
EHAMILTON@VECTREN.COM AT LEAST 2
DAYS BEFORE EXCAVATION.

MOT PLAN		REVISIONS		DATE	
WYLIE BOX CULVERT COLLAPSE MAINTENANCE OF TRAFFIC PLAN		No.	BY	APP.	
PROJECT NO. 1502		DATE			
DESIGNED BY: JF, JR.					
DRAWN BY: JR.					
CHECKED BY: JF					
APPROVED BY:				DATE: 09/25/2018	
SHEET No. 1 of 1					



Board of Public Works Staff Report

Project/Event: Approve Change Order #3 for the Pedestrian Countdown Timer Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Roy Aten

Date: 10/02/2018

Report: This INDOT-LPA Project was let on December 13th, 2017 and awarded to Ragle Inc. Work began on April 30th, 2017 and substantially completed on September 13th, 2017. The Project included the installation of countdown pedestrian timers at 15 intersections throughout Bloomington. During construction it was discovered that the existing buried conduits at three intersections were damaged and required replacement in order to facilitate the installation. This change order covers the addition cost of additional hand-holes, conduits, boring, pedestal bases and poles. This change order will add \$13,868.50 to the current contract amount of \$786,767.50, for a new contract amount of \$800,636.00. This project is partially funded with federal funds with a 90/10 split. Local funding will be provided through the City 2016 GO Bond.

Recommendation and Supporting Justification: The City and INDOT staff have reviewed the change orders and are recommending approval.

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

**INDIANA Department of Transportation
Construction Change Order and Time Extension Summary**

Contract Information

District:SEYMOUR DISTRICT

Contract No.: T -39434

AE:Wren, Rachel

Letting Date:12/13/2017

PE/S:Greasor, Roger A

Status:Draft

Change Order Information

Date Generated: 08/28/2018

Change Order No.: 003

Date Approved: 00/00/0000

EWA: N or Force Acct: N

Reason Code: CHANGED COND, Constructability Related

Description: Unforeseen Site Condition - Existing Conduit

Original Contract Amount \$ 773,760.00

Current Change Order Amount \$ 13,868.50

Percent: 1.792 %

Total Previous Approved Changes \$ 13,007.50

Percent: 1.681 %

Total Change To-Date \$ 26,876.00

Percent: 3.473 %

Modified Contract Amount \$ 800,636.00

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0 SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE: _____ DCE: _____ SCE: _____ DDCM: _____

SS Days _____ SP Days Value \$ _____

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

Required Approval Authority AE: _____ DCE: _____ SCE: _____ * DDCM: _____ *
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K -) (-- LE \$ 2 M --) (-- GT \$ 2 M --)
(Days per Contract) (50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)

Verbal Approval Required? Y / N If Y, by _____ Date Issued _____

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager _____

Scope/Design Recommendation Required? Y / N If Y, Referred to Project Manager(PM) _____

Date to PM _____ Date Returned _____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by _____ Date _____

If N,Resolution: Approved _____ Disapproved _____

Resolved by _____ Date _____

LPA Signatures Required? Y / N If Y, Date to LPA _____ Date Returned _____

FHWA Signatures Required? Y / N If Y, Date to FHWA _____ Date Returned _____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

Contract No:T -39434
Change Order No:003

INDIANA
Department of Transportation

Date:09/12/2018
Page: 3

Contract: T -39434
Project: 1600426 - State:160042600LC5
Change Order Nbr: 003
Change Order Description: Unforeseen Site Condition - Existing Conduit
Reason Code: CHANGED COND, Constructability Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0032	1600426	0032	805-01842	EACH	1,350.000	2.000	C	Amount:\$ 2,700.00
Item Description: HANDHOLE SIGNAL TYPE 1 Supplemental Description1: Supplemental Description2:								
0034	1600426	0034	805-02645	EACH	650.000	2.000	C	Amount:\$ 1,300.00
Item Description: SIGNAL PEDESTAL FOUNDATION, A Supplemental Description1: Supplemental Description2:								
0036	1600426	0036	805-04973	LFT	24.000	287.000	C	Amount:\$ 6,888.00
Item Description: CONDUIT Supplemental Description1: , TRENCH OR BORE ACROSS ROAD Supplemental Description2:								
0038	1600426	0038	805-06595	LFT	20.000	16.000	C	Amount:\$ 320.00
Item Description: CONDUIT, PVC, 2 IN. Supplemental Description1: Supplemental Description2:								
0040	1600426	0040	805-78485	LFT	1.500	907.000	C	Amount:\$ 1,360.50
Item Description: SIGNAL CABLE, CONTROL, COPPER, 5C/14 GA Supplemental Description1: Supplemental Description2:								
0041	1600426	0041	805-90005	EACH	650.000	2.000	C	Amount:\$ 1,300.00
Item Description: SIGNAL POLE, PEDESTAL, 10 FT Supplemental Description1: Supplemental Description2:								

Total Value for Change Order 003 = \$ 13,868.50

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.
General or Standard Change Order Explanation

It was determined in the field that at Intersections #18: Grimes and Walnut, Intersection 22: Miller and Walnut, and Intersection #6: High St and Hillside/Moores Pike that the existing conduit which was to be used to carry the new 5C/14Ga signal cable were either damaged, plugged or both eliminating the ability to utilize the existing conduits. Therefore to provide a working system adjustments to existing line items are required. This change order increases the items necessary to provide a working system at these intersections. Line Items involved are: Item #32 Handhole Signal Type 1; Item #34: Signal Pedestal Foundation, A; Item#36: Conduit, Trench or Bore Across Road; Item #38: Conduit, PVC, 2 IN; Item #40: Signal Cable, Control, Copper 5C/14GA; and Item #41: Signal Pole, Pedestal, 10Ft. A Contract Time Adjustment is not required for this change.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above.
Notification and consent to this change order is hereby acknowledged.

Contract No:T -39434
Change Order No:003

INDIANA
Department of Transportation

Date:09/12/2018
Page: 4

Contractor: Royle, Inc

Signed By: 

Date: 9/12/18

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

Contract No:T -39434
Change Order No:003

INDIANA
Department of Transportation

Date:09/12/2018
Page: 5

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

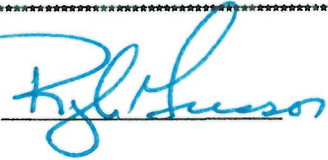
(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S



APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level

Name of Approver

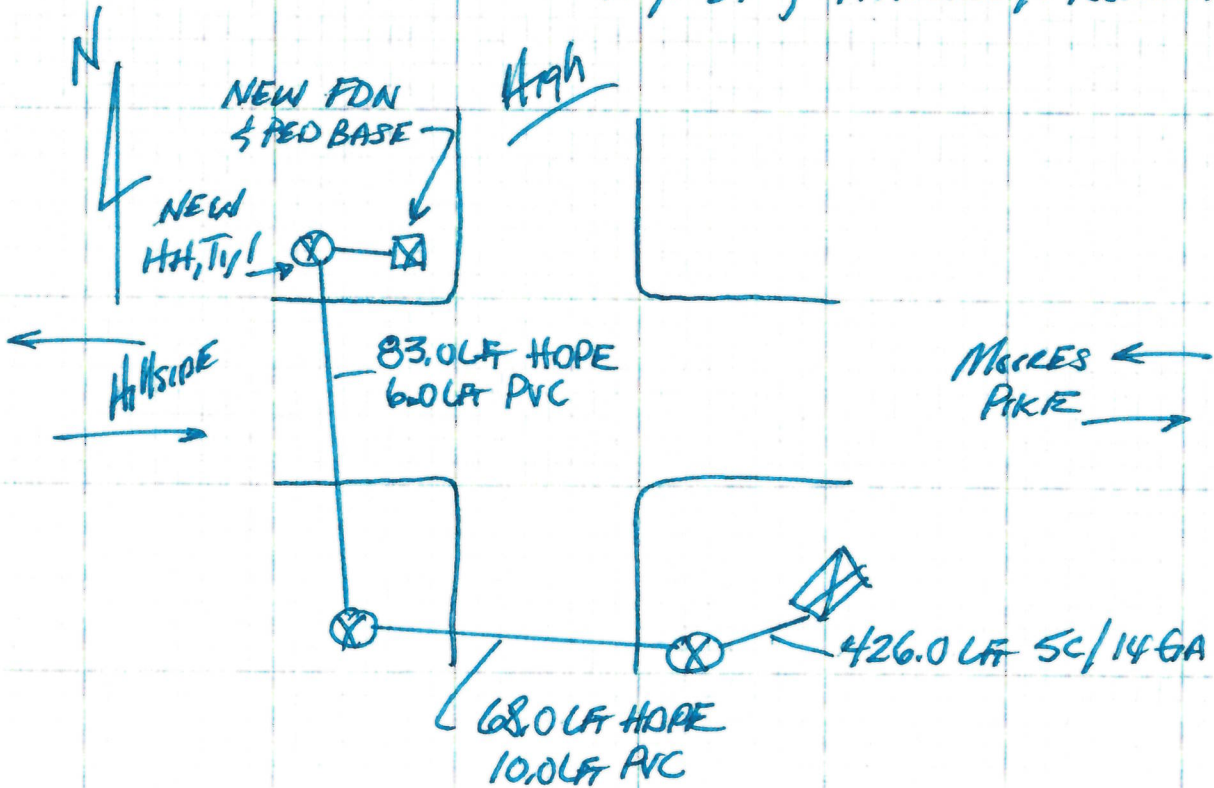
Date

Status



CONTRACT: T39434

INTERSECTION #6: High St & Hillside/Moores Pike

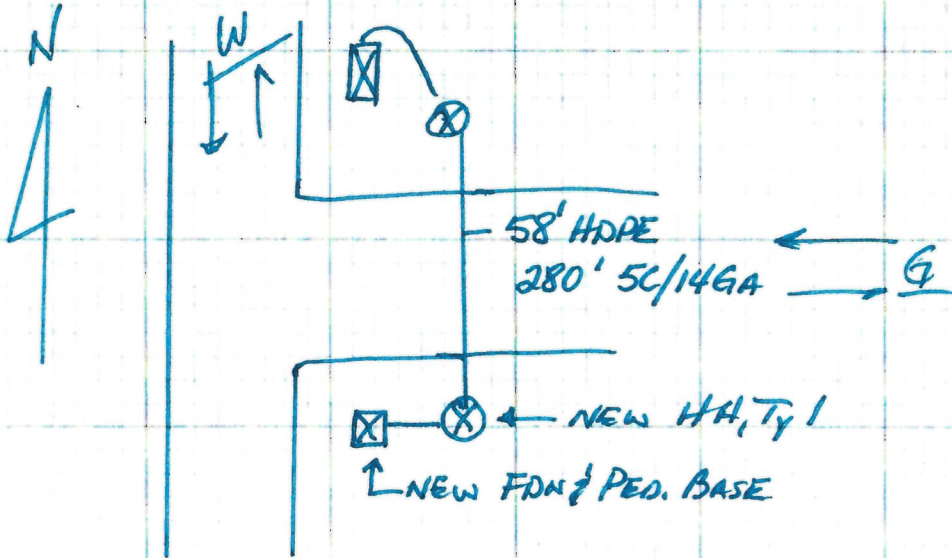


Item #32: + 1.0 EACH	\$ 1350—
#34: + 1.0 EACH	\$ 650—
#36: + 151.0 LF	\$ 3624—
#38: + 16.0 LF	\$ 320—
#40: + 426.0 LF	\$ 639—
#41: + 1.0 EA	\$ 650—
	<hr/> <hr/>
	\$ 7233—



CONTRACT: T39434

INTERSECTION #22: MILLER & WALNUT

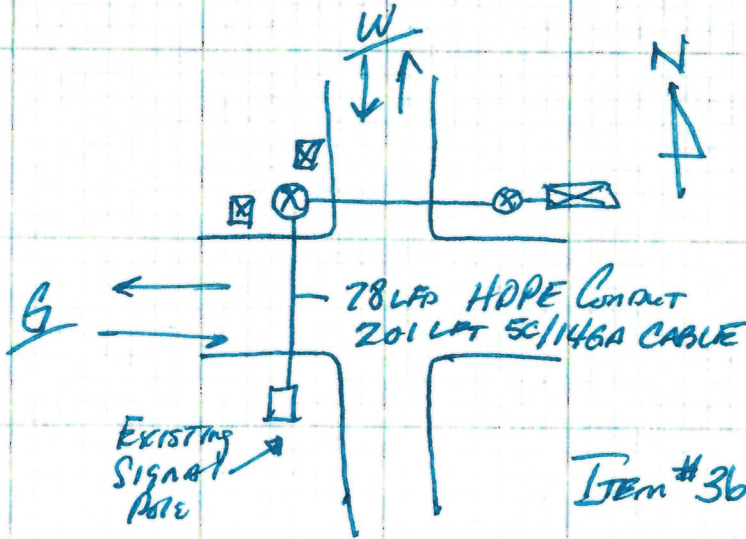


ITEM #32: + 1.0 EACH	\$ 1350-
#34: + 1.0 EACH	\$ 650-
#36: + 58.0 LFT	\$ 1392-
#40: + 280.0 LFT	\$ 420-
#41: + 1.0 EA	\$ 650-
	<hr/> <hr/>
	\$ 4462-



CONTRACT: T39434

INTERSECTION #18: GRIMES ↕ WALNUT



Item #36: + 78.0 LFT \$ 1872-
Item #40: + 201 LFT \$ 301⁵⁰
\$2173⁵⁰

Roger Greasor

From: Roger Greasor
Sent: Friday, July 27, 2018 1:32 PM
To: Wren, Rachel
Cc: Roy Aten; Fischvogt, Brandi; Peters, Andrew (IND)
Subject: T39434 - Unforeseen Changed Site Conditions - Quantity Adjustments Required - Pending Change Order Submission

Rachel,

The following Unforeseen Site Condition has been discovered at three intersection locations to date with the possibility of more as construction progresses. The condition is due to the existing steel conduit and signal poles inability to pull or add signal cable through or in them; either due to existing deterioration, damage, clogged full of dirt/debris, etc.. or the available conduits and the space inside pole is overfull of existing cable.

The Contractor has in good faith attempted uncovering conduits, blowing compressed air through conduits, and investigating conduit routes in attempt to utilize the existing conduits with little to no avail.

In order to provide a working system as intended by the contract, adjustments to existing line items, are required. Had these conditions been known prior to letting the contract would have contained the necessary quantities and therefore it is assumed these additions will be considered Participating.

The City of Bloomington as been notified of these Unforeseen Conditions, the estimated quantities to date, and the good possibility of additional increases in the future; COB is in agreement that the additional quantities are necessary and the Contractor shall continue working so as not to delay the contract. Due to some of the materials have to be ordered I will tract days in case of possible delay.

Since we are not complete with all intersections I will hold off on the submission of a Change Order for there could be additional adjustments required.

This email is for your information and notification of a forthcoming Change Order for approval/acceptance, if you have questions feel free to contact this office.

To Date the following Intersections have been affected and the estimated adjustment/solution is listed, with the exception of the signal cable, I do not yet have a handle on this quantity.

Intersection #6: Hillside Drive & High Street – Moores Pike: (Estimated \$13,400.00 without cable)

- Existing conduits could not be utilized requiring an addition of a new Signal Handhole and 10ft Signal Pole Base&FDN to be installed in the NW Corner, a new Signal Handhole to be installed in the NE Corner, new conduit bored under roadway and additional conduit between the existing HH in the SE Corner under Moores Pike to the existing HH in the SW Corner, then bore under Hillside between the existing HH to the new HH in the NW Corner, install new conduit between the new HH and the new Signal Pole Base/FDN in the NW Corner, bore under Hillside between the existing HH in the SE Corner to the new HH in the NE Corner where also the existing conduit between the existing Signal Pole Base and the Signal Pole will be intercepted, and an increase to the signal cabling is anticipated.

Intersection #18: Grimes Lane & Walnut Street: (Estimated \$1872.00 without cable)

- Existing conduit could not be utilized requiring an additional bore of 78ft conduit under West Grimes between the existing HH in the NW Corner to the existing signal pole in the SW Corner.

Intersection #22: Miller Drive & Walnut Street: (Estimated \$4330.00 without cable)

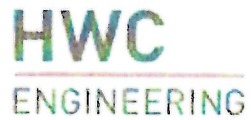
- Existing conduit could not be utilized an additional bore of conduit under East Miller Dr. between the new HH in the NE Corner to a new HH in the SE Corner required, and additional conduit required between the new HH and the new 10ft Signal Pole Base/FDN.

If you have concerns or comments feel free to contact this office.

Thanks

Roger A. Greasor
Senior Resident Project Representative
812-466-6561 mobile
rgreasor@hwcengineering.com

HWC Engineering
135 N. Pennsylvania Street, Suite 2800
Indianapolis, IN 46204
317-981-1278 direct
www.hwcengineering.com



From: Wren, Rachel
To: [Roger Greasor](#)
Subject: Read: T39434 - Unforeseen Changed Site Conditions - Quantity Adjustments Required - Pending Change Order Submission
Date: Friday, July 27, 2018 2:08:52 PM
Attachments: [ATT00001](#)

Your message

To: Wren, Rachel
Subject: T39434 - Unforeseen Changed Site Conditions - Quantity Adjustments Required - Pending Change Order Submission
Sent: Friday, July 27, 2018 1:31:37 PM (UTC-05:00) Eastern Time (US & Canada)
was read on Friday, July 27, 2018 2:08:40 PM (UTC-05:00) Eastern Time (US & Canada).

Roger Greasor

From: Roy Aten <atenro@bloomington.in.gov>
Sent: Monday, July 30, 2018 1:21 PM
To: Roger Greasor
Cc: Wren, Rachel; Fischvogt, Brandi; Peters, Andrew (IND)
Subject: Re: T39434 - Unforeseen Changed Site Conditions - Quantity Adjustments Required - Pending Change Order Submission

Thank you Roger for the summary, I agree with your assessment and I would like to keep the project moving forward.

Thank you,
Roy Aten
Senior Project Manager
City of Bloomington | Planning and Transportation Dept.
812-349-3591

On Fri, Jul 27, 2018 at 1:31 PM, Roger Greasor <rgreasor@hwcengineering.com> wrote:

Rachel,

The following Unforeseen Site Condition has been discovered at three intersection locations to date with the possibility of more as construction progresses. The condition is due to the existing steel conduit and signal poles inability to pull or add signal cable through or in them; either due to existing deterioration, damage, clogged full of dirt/debris, etc.. or the available conduits and the space inside pole is overfull of existing cable.

The Contractor has in good faith attempted uncovering conduits, blowing compressed air through conduits, and investigating conduit routes in attempt to utilize the existing conduits with little to no avail.

In order to provide a working system as intended by the contract, adjustments to existing line items, are required.

Had these conditions been known prior to letting the contract would have contained the necessary quantities and therefore it is assumed these additions will be considered Participating.

The City of Bloomington as been notified of these Unforeseen Conditions, the estimated quantities to date, and the good possibility of additional increases in the future; COB is in agreement that the additional quantities are necessary and the Contractor shall continue working so as not to delay the contract. Due to some of the materials have to be ordered I will tract days in case of possible delay.

Since we are not complete with all intersections I will hold off on the submission of a Change Order for there could be additional adjustments required.

This email is for your information and notification of a forthcoming Change Order for approval/acceptance, if you have questions feel free to contact this office.

To Date the following Intersections have been affected and the estimated adjustment/solution is listed, with the exception of the signal cable, I do not yet have a handle on this quantity.

Intersection #6: Hillside Drive & High Street – Moores Pike: (Estimated \$13,400.00 without cable)

- Existing conduits could not be utilized requiring an addition of a new Signal Handhole and 10ft Signal Pole Base&FDN to be installed in the NW Corner, a new Signal Handhole to be installed in the NE Corner, new conduit bored under roadway and additional conduit between the existing HH in the SE Corner under Moores Pike to the existing HH in the SW Corner, then bore under Hillside between the existing HH to the new HH in the NW Corner, install new conduit between the new HH and the new Signal Pole Base/FDN in the NW Corner, bore under Hillside between the existing HH in the SE Corner to the new HH in the NE Corner where also the existing conduit between the existing Signal Pole Base and the Signal Pole will be intercepted, and an increase to the signal cabling is anticipated.

Intersection #18: Grimes Lane & Walnut Street: (Estimated \$1872.00 without cable)

- Existing conduit could not be utilized requiring an additional bore of 78ft conduit under West Grimes between the existing HH in the NW Corner to the existing signal pole in the SW Corner.

Intersection #22: Miller Drive & Walnut Street: (Estimated \$4330.00 without cable)

- Existing conduit could not be utilized an additional bore of conduit under East Miller Dr. between the new HH in the NE Corner to a new HH in the SE Corner required, and additional conduit required between the new HH and the new 10ft Signal Pole Base/FDN.

If you have concerns or comments feel free to contact this office.

Thanks

Roger A. Greasor

Senior Resident Project Representative

812-466-6561 mobile

rgreasor@hwcengineering.com

HWC Engineering

[135 N. Pennsylvania Street, Suite 2800](#)

[Indianapolis, IN 46204](#)

317-981-1278 direct

www.hwcengineering.com



HWC
ENGINEERING



Board of Public Works Staff Report

Project/Event: Approve Change Order #4 for the Pedestrian Countdown Timer Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Roy Aten

Date: 10/02/2018

Report: This INDOT-LPA Project was let on December 13th, 2017 and awarded to Ragle Inc. Work began on April 30th, 2017 and substantially completed on September 13th, 2017. The Project included the installation of countdown pedestrian timers at 15 intersections throughout Bloomington. The initial estimated plan quantity for copper signal cable was 2,395 LFT for the project. After installation, the final measured quantity of cable was 7,330 LFT. This change order will add 4,935 LFT of cable at a cost of \$1.50/LFT, for a total add of \$7,402.50. This project is partially funded with federal funds with a 90/10 split. Local funding will be provided through the City 2016 GO Bond.

Recommendation and Supporting Justification: The City and INDOT staff have reviewed the change order and are recommending approval.

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

Contract No:T -39434

Change Order No.: 004

Page: 1

**INDIANA Department of Transportation
Construction Change Order and Time Extension Summary**

Contract Information

District:SEYMOUR DISTRICT

Contract No.: T -39434

AE:Wren, Rachel

Letting Date:12/13/2017

PE/S:Greasor, Roger A

Status:Draft

Change Order Information

Date Generated: 09/12/2018

Change Order No.: 004

Date Approved: 00/00/0000

EWA: N or Force Acct: N

Reason Code: ERRORS & OMISSIONS, Qty Related, Minor

Description: Item #40 - 5C/14Ga Overrun

Original Contract Amount \$ 773,760.00

Current Change Order Amount \$ 7,402.50

Percent: 0.957 %

Total Previous Approved Changes \$ 13,007.50

Percent: 1.681 %

Total Change To-Date \$ 20,410.00

Percent: 2.638 %

Modified Contract Amount \$ 794,170.00

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0 SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE: _____ DCE: _____ SCE: _____ DDCM: _____

SS Days _____ SP Days Value \$ _____

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

Required Approval Authority AE:_____ DCE:_____ SCE:_____ * DDCM:_____ *
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K -) (-- LE \$ 2 M --) (-- GT \$ 2 M --)
(Days per Contract) (50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)

Verbal Approval Required? Y / N If Y, by _____ Date Issued _____

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager _____

Scope/Design Recommendation Y / N If Y, Referred to Project Manager(PM) _____
Required? Date to PM _____ Date Returned _____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by _____ Date _____
If N,Resolution: Approved _____ Disapproved _____
Resolved by _____ Date _____

LPA Signatures Required? Y / N If Y, Date to LPA _____ Date Returned _____

FHWA Signatures Required? Y / N If Y, Date to FHWA _____ Date Returned _____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)
Field Engineer _____ Date _____

Comments: _____

Contract No:T -39434
Change Order No:004

INDIANA
Department of Transportation

Date:09/12/2018
Page: 3

Contract: T -39434
Project: 1600426 - State:160042600LC5
Change Order Nbr: 004
Change Order Description: Item #40 - 5C/14Ga Overrun
Reason Code: ERRORS & OMISSIONS, Qty Related, Minor

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0040	1600426	0040	805-78485	LFT	1.500	4935.000	C	Amount:\$ 7,402.50

Item Description: SIGNAL CABLE, CONTROL, COPPER, 5C/14 GA

Supplemental Description1:

Supplemental Description2:

Total Value for Change Order 004 = \$ 7,402.50

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.
General or Standard Change Order Explanation

This change order is for the increase to Line Item #40: Signal Cable, Control, Copper, 5C/14Ga for 4935ft. Plan was underestimated and the quantity measured was required to provide a working system. Wiring required 3 conductors for each Pedestrian Countdown Head and 2 conductors for each APS Button; every new head/button location required wiring from the Control Cabinet to the base of the head/button pole location. At every existing pole location where there was not an existing APS Button wiring was required between the Control Cabinet and that pole. At every new location there was 10ft of wiring required for each head up the pole and 3ft up to the APS Button. At every existing pole location where there was not Buttons, 3ft of wiring required up the pole to the button. At Intersection #14, all wiring was aerial, requiring the additional wiring from the base of the signal pole up to the existing weather head at every pole location. A Contract Time Adjustment is not required for this change.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above.
Notification and consent to this change order is hereby acknowledged.

Contractor: Rayk, Inc

Signed By: [Signature]

Date: 9/12/18

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

Contract No:T -39434
Change Order No:004

INDIANA
Department of Transportation

Date:09/12/2018
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

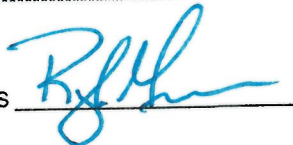
(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S



APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level

Name of Approver

Date

Status

Item #40: Signal Cable, Control, Copper, 5C/14 GA

Int#	Location	#	L	Total	Date
2	Cabinet to Base, SE Corner	2	65.00	130.00	8/1/2018 R.A. Greasor
2	Base to Ped. Head, SE Corner	1	10.00	10.00	8/1/2018 R.A. Greasor
2	Base to APS Buttons, SE Corner	1	3.00	3.00	8/1/2018 R.A. Greasor
23	Cabinet to Base, SW Corner	1	10.00	10.00	8/2/2018 R.A. Greasor
23	SW Base to SE Base	2	45.00	90.00	8/2/2018 R.A. Greasor
23	SE Base to NE Base	1	45.00	45.00	8/2/2018 R.A. Greasor
23	NE Base to NW Base	1	45.00	45.00	8/2/2018 R.A. Greasor
23	Base to APS Buttons, SW Corner	2	3.00	6.00	8/2/2018 R.A. Greasor
23	Base to APS Buttons, SE Corner	2	3.00	6.00	8/2/2018 R.A. Greasor
23	Base to APS Buttons, NE Corner	1	3.00	3.00	8/2/2018 R.A. Greasor
23	Base to APS Buttons, NW Corner	1	3.00	3.00	8/2/2018 R.A. Greasor
17	Cabinet to SWHH to SEHH to NWHH to 10ft Base & 4ft Base	3	145.00	435.00	8/3/2018 R.A. Greasor
17	Cabinet to existing SW Signal Pole	1	10.00	10.00	8/3/2018 R.A. Greasor
17	Existing SW Signal Pole to Existing NW Signal Pole	1	73.00	73.00	8/3/2018 R.A. Greasor
17	Existing SW Signal Pole to Existing SE Signal Pole	1	65.00	65.00	8/3/2018 R.A. Greasor
17	Base to APS Bush Buttons, SW Signal Pole	2	3.00	6.00	8/3/2018 R.A. Greasor
17	Base to APS Push Buttons, NW Signal Pole	2	3.00	6.00	8/3/2018 R.A. Greasor
17	Base to APS Push Buttons, SE Signal Pole	2	3.00	6.00	8/6/2018 R.A. Greasor
17	Base to APS Push Button, NE 4ft Signal Pole	1	3.00	3.00	8/6/2018 R.A. Greasor
17	Base to APS Push Button, NE 10ft Signal Pole	1	3.00	3.00	8/6/2018 R.A. Greasor
17	Base to PED. Heads, NE 10ft Signal Pole	2	10.00	20.00	8/6/2018 R.A. Greasor
6	Base to APS Push Button, S. Base, SW Corner	1	3.00	3.00	8/15/2016 R.A. Greasor
6	Base to Ped. Head, N. Base, SW Corner	1	10.00	10.00	8/15/2016 R.A. Greasor
6	Base to APS Push Button, N. Base, SW Corner	1	3.00	3.00	8/15/2016 R.A. Greasor
6	Base to Ped. Heads, NW Corner	2	10.00	20.00	8/15/2016 R.A. Greasor
6	Base to APS Push Buttons, NW Corner	2	3.00	6.00	8/15/2016 R.A. Greasor
6	Cabinet to FDN Base, NW	2	200.00	400.00	8/16/2018 R.A. Greasor
6	Cabinet to N. FDN, SW Corner	1	122.00	122.00	8/16/2018 R.A. Greasor
6	Cabinet to FDN, SE Corner	2	25.00	50.00	8/16/2018 R.A. Greasor

Item #40: Signal Cable, Control, Copper, 5C/14 GA

Int#	Location	#	L	Total	Date
6	Base to Ped. Heads, SE Corner	2	10.00	20.00	8/16/2018 R.A. Greasor
6	Base to APS Push Buttons, SE Corner	2	3.00	6.00	8/16/2018 R.A. Greasor
6	N.Base to S.Base, SW Corner	1	30.00	30.00	8/16/2018 R.A. Greasor
22	Cabinet to Base, SE Corner	2	127.00	254.00	8/20/2018 R.A. Greasor
22	Base to Ped. Heads, SE Corner	2	10.00	20.00	8/20/2018 R.A. Greasor
22	Base to APS Bush Buttons, SE Corner	2	3.00	6.00	8/20/2018 R.A. Greasor
22	Cabinet to Base, NE Corner	2	55.00	110.00	8/20/2018 R.A. Greasor
22	Base to Ped Heads, NE Corner	2	10.00	20.00	8/20/2018 R.A. Greasor
7	Cabinet to Base, NE Corner	2	88.00	176.00	8/21/2018 R.A. Greasor
7	Base to APS Buttons, SE Corner	2	3.00	6.00	8/21/2018 R.A. Greasor
7	Base to Ped. Heads, NE Corner	2	10.00	20.00	8/21/2018 R.A. Greasor
7	Base to APS Buttons, NE Corner	2	3.00	6.00	8/21/2018 R.A. Greasor
7	Base to Ped. Heads, SW Corner	2	10.00	20.00	8/21/2018 R.A. Greasor
7	Base to APS Buttons, SW	2	3.00	6.00	8/21/2018 R.A. Greasor
18	Base to APS Button, SE Corner, N Base	1	3.00	3.00	8/22/2018 R.A. Greasor
18	Base to APS Button, SE Corner, S Base	1	3.00	3.00	8/22/2018 R.A. Greasor
18	Base to APS Button, NE Corner, S Base	1	3.00	3.00	8/22/2018 R.A. Greasor
18	Base to Ped. Head, NE Corner, N Base	1	10.00	10.00	8/22/2018 R.A. Greasor
18	Base to APS Button, NE Corner, N Base	1	3.00	3.00	8/22/2018 R.A. Greasor
18	Base to APS Button, NW Corner, N Base	1	3.00	3.00	8/22/2018 R.A. Greasor
18	Base to APS Button, NW Corner, S Base	1	3.00	3.00	8/22/2018 R.A. Greasor
18	Base to APS Buttons, SW	2	3.00	6.00	8/22/2018 R.A. Greasor
18	Cabinet to Base, SW Corner	1	195.00	195.00	8/22/2018 R.A. Greasor
18	Cabinet to S Base, NW Corner	1	125.00	125.00	8/22/2018 R.A. Greasor
18	Cabinet to N Base, NW Corner	1	135.00	135.00	8/22/2018 R.A. Greasor
18	Cabinet to N Base, NE Corner	1	28.00	28.00	8/22/2018 R.A. Greasor
18	Cabinet to S Base, NE Corner	2	37.00	74.00	8/22/2018 R.A. Greasor
18	Cabinet to S Base, SE Corner	1	95.00	95.00	8/22/2018 R.A. Greasor
18	Cabinet to N Base, SE Corner	1	100.00	100.00	8/22/2018 R.A. Greasor
10	Base To APS Buttons, SW	2	3.00	6.00	8/23/2018 R.A. Greasor
10	Base to APS Buttons, NW	2	3.00	6.00	8/23/2018 R.A. Greasor
10	Base to APS Buttons, NE Corner	2	3.00	6.00	8/23/2018 R.A. Greasor

Item #40: Signal Cable, Control, Copper, 5C/14 GA

Int#	Location	#	L	Total	Date
10	Base to APS Buttons, SE Corner	2	3.00	6.00	8/23/2018 R.A. Greasor
10	Cabinet to Base, SW Corner	1	30.00	30.00	8/23/2018 R.A. Greasor
10	Cabinet to Base, NW Corner	1	95.00	95.00	8/23/2018 R.A. Greasor
10	Cabinet to Base, NE Corner	1	70.00	70.00	8/23/2018 R.A. Greasor
10	Cabinet to Base, SE Corner	2	85.00	170.00	9/11/2018 R.A. Greasor
25	Base to APS Buttons, SE Corner	2	3.00	6.00	8/24/2018 R.A. Greasor
25	Base To Ped. Head, SW Corner, S Base	1	10.00	10.00	8/24/2018 R.A. Greasor
25	Base to APS Button, SW Corner, S Base	1	3.00	3.00	8/24/2018 R.A. Greasor
25	Base to Ped. Head, SW Corner, N Base	1	10.00	10.00	8/24/2018 R.A. Greasor
25	Base to APS Button, SW Corner, N Base	1	3.00	3.00	8/24/2018 R.A. Greasor
25	Base to Ped. Heads, NW Corner	2	10.00	20.00	8/24/2018 R.A. Greasor
25	Base to APS Buttons, SW Corner	2	3.00	6.00	8/24/2018 R.A. Greasor
25	Base to APS Buttons, NE Corner	2	3.00	6.00	8/27/2018 R.A. Greasor
25	Cabinet to Base, NE Corner	1	85.00	85.00	8/27/2018 R.A. Greasor
25	Cabinet to Base, NW Corner	2	195.00	390.00	8/27/2018 R.A. Greasor
25	Cabinet to N.Base, SW Corner	1	240.00	240.00	8/27/2018 R.A. Greasor
25	Cabinet to S.Base, SW Corner	1	255.00	255.00	8/27/2018 R.A. Greasor
11	W.Base to APS Button, NW Corner,	1	3.00	3.00	8/28/2018 R.A. Greasor
11	Signal Base to APS Button, NW Corner	1	3.00	3.00	8/28/2018 R.A. Greasor
11	Base to APS Buttons, SW Corner	2	3.00	6.00	8/28/2018 R.A. Greasor
11	Base to APS Buttons SE Corner	2	3.00	6.00	8/28/2018 R.A. Greasor
11	Base to Ped. Heads, NE Corner	2	10.00	20.00	8/28/2018 R.A. Greasor
11	Base to APS Buttons, NE Corner	2	3.00	6.00	8/28/2018 R.A. Greasor
11	Cabinet to W.Base, NW Corner	1	27.00	27.00	8/28/2018 R.A. Greasor

Item #40: Signal Cable, Control, Copper, 5C/14 GA

Int#	Location	#	L	Total	Date
	Cabinet to E.Base, NW Corner	1	25.00	25.00	8/28/2018 R.A. Greasor
11	Cabinet to Base, SW Corner	1	84.00	84.00	8/28/2018 R.A. Greasor
11	Cabinet to Base SE Corner	1	180.00	180.00	8/28/2018 R.A. Greasor
11	Cabinet to Base, NE Corner	1	100.00	100.00	8/28/2018 R.A. Greasor
13	Base to Ped. Heads, SW Corner	2	10.00	20.00	8/29/2018 R.A. Greasor
13	Base to APS Buttons, SW Corner	2	3.00	6.00	8/29/2018 R.A. Greasor
13	Base to APS Buttons, NE Corner	2	3.00	6.00	8/29/2018 R.A. Greasor
13	Base to APS Button, NW Corner, N Base	1	3.00	3.00	9/4/2018 R.A. Greasor
13	Base to APS Button, NW Corner, S Base	1	3.00	3.00	9/4/2018 R.A. Greasor
13	Base to APS Buttons, SE Corner	2	3.00	6.00	9/4/2018 R.A. Greasor
13	Cabinet to Base, SW Corner	2	135.00	270.00	9/4/2018 R.A. Greasor
13	Cabinet to Base, SE Corner	1	195.00	195.00	9/10/2018 R.A. Greasor
13	Cabinet to Base, NE Corner	1	120.00	120.00	9/10/2018 R.A. Greasor
13	Cabinet to N.Base, NW Corner	1	47.00	47.00	9/10/2018 R.A. Greasor
13	Cabinet to S.Base, NW Corner	1	34.00	34.00	9/10/2018 R.A. Greasor
14	N.Base to Ped. Heads, NW Corner	2	10.00	20.00	9/5/2018 R.A. Greasor
14	N.Base to APS Button, NW Corner	1	3.00	3.00	9/5/2018 R.A. Greasor
14	S. Base to APS Button, NW Corner	1	3.00	3.00	9/5/2018 R.A. Greasor
14	Base to Ped. Heads, NE Corner	2	10.00	20.00	9/5/2018 R.A. Greasor
14	Base to APS Buttons, NE Corner	2	3.00	6.00	9/5/2018 R.A. Greasor
14	Base to Ped. Heads, SE Corner	2	10.00	20.00	9/5/2018 R.A. Greasor
14	Base to APS Buttons, SE Corner	2	3.00	6.00	9/5/2018 R.A. Greasor
14	N.Base to Ped. Heads, SW Corner	2	10.00	20.00	9/5/2018 R.A. Greasor
14	N.Base to APS Button, SW Corner	1	3.00	3.00	9/5/2018 R.A. Greasor

Item #40: Signal Cable, Control, Copper, 5C/14 GA

Int#	Location	#	L	Total	Date
14	S.Base to APS Button, SW Corner	1	3.00	3.00	9/5/2018 R.A. Greasor
14	Cabinet to N.Base, NW Corner	2	58.00	116.00	9/5/2018 R.A. Greasor
14	Cabinet to S.Base, NW Corner	1	46.00	46.00	9/5/2018 R.A. Greasor
14	Cabinet to S. Base, SW Corner	1	105.00	105.00	9/5/2018 R.A. Greasor
14	Cabinet to N.Base, SW Corner, Aerial	2	130.00	260.00	9/6/2018 R.A. Greasor
14	Cabinet to Base, NE Corner, Aerial	2	140.00	280.00	9/6/2018 R.A. Greasor
14	Cabinet to Base, SE Corner, Aerial	2	195.00	390.00	9/6/2018 R.A. Greasor
5	S.Base to Ped. Head, SW Corner	1	10.00	10.00	9/6/2018 R.A. Greasor
5	S. Base to APS Button, SW Corner	1	3.00	3.00	9/6/2018 R.A. Greasor
5	N. Base to APS Button, SW Corner	1	3.00	3.00	9/6/2018 R.A. Greasor
5	Signal Pole Base to NHH to N. Base, SW Corner	1	42.00	42.00	9/6/2018 R.A. Greasor
5	Signal Pole Base to NHH to S. Base, SW Corner	2	35.00	70.00	9/6/2018 R.A. Greasor
5	S. Base to Ped. Head, NE Corner	1	10.00	10.00	9/7/2018 R.A. Greasor
5	S. Base to APS Button, NE Corner	1	3.00	3.00	9/7/2018 R.A. Greasor
5	N. Base to Ped. Head, NE Corner	1	10.00	10.00	9/7/2018 R.A. Greasor
5	N. Base to APS Button, NE Corner	1	3.00	3.00	9/7/2018 R.A. Greasor
5	N. Base to APS Button, NW Corner	1	3.00	3.00	9/7/2018 R.A. Greasor
5	S. Base to APS Button, NW Corner	1	3.00	3.00	9/7/2018 R.A. Greasor
5	Signal Pole Base to EHH to S. Base, NE Corner	1	35.00	35.00	9/7/2018 R.A. Greasor
5	Signal Pole Base to EHH to NHH to N. Base, NE Corner	1	68.00	68.00	9/7/2018 R.A. Greasor
5	Signal Pole to NHH to N. Base, NW Corner	1	40.00	40.00	9/7/2018 R.A. Greasor

T39434

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Item #40: Signal Cable, Control, Copper, 5C/14 GA

Int#	Location	#	L	Total	Date
5	Signal Pole to NHH to S. Base, NW Corner	1	55.00	55.00	9/7/2018 R.A. Greasor

Total: 7330.00 To FCR Page I - 6



Board of Public Works Staff Report

Project/Event: Approval of Supplement #1 for the HWC Engineering Construction Inspection Contract on the Pedestrian Countdown Timers Project.

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Roy Aten

Date: 10/02/2018

Report: This INDOT-LPA project installed pedestrian countdown timers at 15 signalized intersections throughout Bloomington. On September 19th, 2017, the Board awarded a construction inspection contract to HWC Engineering with a not to exceed amount of \$76,838.74. Due to unexpected pre-construction work, a later than anticipated start date, and a higher than anticipated construction cost, HWC is requesting additional compensation to complete the final construction recorded. This supplement to the contract will add 180 hours of construction inspection at a cost of \$19,758.15 for a final not to exceed amount of \$96,596.89. Funding for this contract supplement will be provided through the 2016 GO Bond.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Pedestrian Safety and Accessibility at Signalized Intersections Construction Inspection Supplement #1 for HWC Engineering.

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

City of Bloomington
Pedestrian Safety and Accessibility at Signalized Intersections
Inspection Fee Man-hour Justification
INDOT Des. 1600426
Contract number T-39434

HWC Engineering

I. Resident Inspection	MANHOURS	RATE/HOUR*	COSTS
Senior Project Manager	0	\$175.20	\$ -
Project Manager	0	\$126.14	\$ -
Inspection Group Manager	0	\$129.16	\$ -
Senior Construction Inspector	180	\$109.77	\$ 19,758.15
Sr. Const. Inspection (overtime)	0	\$127.40	\$ -
Construction Inspector	0	\$90.59	\$ -
Construction Inspector (overtime)	0	\$105.14	\$ -
Design Engineer	0	\$120.48	\$ -
Landscape Architect	0	\$121.57	\$ -
Designer/Technician	0	\$93.05	\$ -
Engineering Intern	0	\$44.89	\$ -
Engineering Intern (overtime)	0	\$52.10	\$ -
Clerical Support	0	\$75.37	\$ -
	180		\$ 19,758.15
Total Labor costs		\$ 19,758.15	
Direct Expenses		\$ -	
DBE Subcontractor The Etica Group 5%		\$0.00	
I. Total Inspection Costs		\$ 19,758.15	

Direct Expense Summary

<i>Mileage</i>	<i>Weeks</i>	<i>Miles/Week</i>	<i>Total mileage</i>	<i>\$0.38/mile</i>
Inspection Manager	0	150	0	\$0.00
Construction Inspector	0	350	0	\$0.00
Direct Expenses			Total	\$0.00

Note: Mileage rate of \$.38 based on INDOT mileage reimbursement rate dated July 11, 2016. Mileage rate will be adjusted to match current INDOT rate should a new rate be implemented during course of this contract.
Travel reimbursement will be paid as described in the most current State of Indiana travel policy

One full time individual is required thru 10/25/18 - Total of 150 hours

One full time individual is required for one week to help check final - Total of 30 hours

	INDOT approved rate	INDOT approved overhead rate 180.08%	Allowable 11% profit	FCCM (0.42%)	Total rate/hour for 2017-18
2017-18 INDOT approved rates					
Calculations for hourly rates					
Senior Project Manager	\$56.28	\$101.35	\$17.34	\$0.24	\$175.20
Project Manager	\$40.52	\$72.97	\$12.48	\$0.17	\$126.14
Inspection Manager	\$41.49	\$74.72	\$12.78	\$0.17	\$129.16
Senior Construction Inspector	\$35.26	\$63.50	\$10.86	\$0.15	\$109.77
Sr. Const. Inspection (overtime)	\$52.89	\$63.50	\$10.86	\$0.15	\$127.40
Construction Inspector	\$29.10	\$52.40	\$8.97	\$0.12	\$90.59
Construction Inspector (overtime)	\$43.65	\$52.40	\$8.97	\$0.12	\$105.14
Design Engineer	\$38.70	\$69.69	\$11.92	\$0.16	\$120.48
Landscape Architect	\$39.05	\$70.32	\$12.03	\$0.16	\$121.57
Designer/Technician	\$29.89	\$53.83	\$9.21	\$0.13	\$93.05
Engineering Intern	\$14.42	\$25.97	\$4.44	\$0.06	\$44.89
Engineering Intern (overtime)	\$21.63	\$25.97	\$4.44	\$0.06	\$52.10
Clerical Support	\$24.21	\$43.60	\$7.46	\$0.10	\$75.37

LPA – CONSULTING CONTRACT

SUPPLEMENT #1

This is a Supplemental Contract, entered into by the City of Bloomington, a local public agency, (hereinafter referred to as LPA) and Hannum Wagle & Cline Engineering (hereinafter to as CONSULTANT).

WHEREAS, the LPA and CONSULTANT entered into a Contract, providing for the necessary Construction Inspection for Pedestrian Safety and Accessibility at Signalized Intersections required in connection with INDOT Project Number 1600426, dated September 21, 2017

WITNESSETH

WHEREAS there exists a need to modify the inspection agreement not to exceed amount to allow for additional inspection. Prior to formal construction operations beginning, several hours of additional work were required to coordinate with the contractor and city. Upon award of the contract, the contractor established a schedule that including starting in March 2018 and completing in June 2018. Work was actually substantially completed September 15, 2018 causing additional inspection efforts. We are modifying the inspection agreement to allow for the extra time associated with these items.

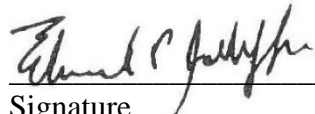
THEREFORE, it is necessary to amend the Contract as follows:

1. APPENDIX “D”, Compensation:, A.1 is amended to read as follows:
 1. The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed \$ 96,596.89, unless a supplement is executed by the parties that increases the maximum amount payable. This adjusted not to exceed fee provides for an additional \$19,758.15 for inspection and travel expenses (mileage).
2. All other matters previously agreed to and set forth in the original Contract dated September 21, 2017 are not affected by this Supplement shall remain in full force and effect.

The undersigned attests, subject to the penalties for perjury, that he/she is the LPA, or that he/she is the properly authorized representative, agent, member or officer of the LPA, that he/she has not, nor has any other member, employee, representative, agent or officer of the LPA, 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.

Hannum, Wagle & Cline
Engineering

City of Bloomington



Signature

Signature

Edward P. Jolliffe, CEO

Print name and title

Signature

Print name and title

September 18, 2018
Date

Signature

Print name and title



Confidence in the built environment.

135 N. Pennsylvania, Suite 2800
Indianapolis, Indiana 46204

www.hwcengineering.com

September 18, 2018

City of Bloomington
Attn: Mr. Roy Aten
Mr. Neil Kopper

RE: Bloomington ADA Project Des No. 1600426 Supplemental Inspection Agreement Summation

Dear Roy and Neil,

We appreciate you taking the time to meet with the HWC team on September 11, 2018 to discuss a supplemental for the above listed project. As requested, this letter shall serve as a compilation of our support documentation to justify the request for this supplemental agreement.

A preconstruction meeting was held on January 22, 2018 and formal consistent work operations did not begin until May 29, 2018. During the time between these two dates, HWC had budgeted 20 hours for preconstruction activities. As shown on the daily hour breakdown sheet provided at the meeting, HWC utilized 107 hours to complete the required project coordination issues, initial change order documentation, construction signage checks, and submittal reviews. This resulted in an additional 87 hours of effort not included in our original cost proposal.

Our initial fee scope was created with two unknowns at the time it was created. First, our fee was based on an estimated construction amount of \$622,704. The actual bid amount was \$773,760, which in hindsight was indicative of the extra coordination, manpower, and effort that was needed to effectively construct and inspect this project. Secondly, we were hopeful that the contractor would be able to compress their schedule and complete the job in a more timely and efficient manner. As stated above, this was not the case. Our proposed budget indicated being on the site 105 hours per month during the four months of construction. In retrospect, it was necessary for HWC to exert more effort each month to ensure Bloomington was receiving the desired finished product. We value this extra effort at 113 hours.

In summary HWC feels that an additional 200 hours of effort will be needed to accurately and effectively complete this project. In an effort to partner with the city, we are requesting a supplemental for 180 of the incurred 200 hours. We are also willing to forego any additional incurred mileage expenses. We thank you for the opportunity to continue serving the city of Bloomington and look forward to closing out this project.

Please let me know if you have any questions or need additional information.

Very truly yours,

HWC Engineering

A handwritten signature in blue ink that reads "Jon Day". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Jon Day
Construction Inspection Services Manager

Cc: James Rice
Randy Hancock
Roger Greasor



Board of Public Works Staff Report

Project/Event: Approval of the Construction Inspection Contract with HWC Engineering, Inc. for the 2nd-Bloomfield Multimodal Safety Improvements Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Roy Aten

Date: 10/02/2018

Report: This project will construct a multiuse path along the north side of W 2nd Street/W Bloomfield Road from S Patterson Drive to S Adams Street. It will also construct improvements for the signalized intersections of West Bloomfield Road at S Landmark Avenue and W 2nd Street at S Patterson Drive. The project is included in the Bloomington/Monroe County Metropolitan Planning Organization (MPO) Transportation Improvement Plan (TIP) and is eligible for federal funding. The project is programmed for up to 80% project fee reimbursement (up to \$50,491 in federal funds) for the construction engineering phases. Construction is anticipated to begin in 2019, but the construction inspection contract must be approved in advance to comply with the INDOT project process.

HWC Engineering was selected from 10 engineering firms that responded to a standard INDOT Request for Proposals to perform construction inspection for this project. Compensation for these services is set at a not-to-exceed amount of \$173,407.40.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Construction Inspection Contract with HWC Engineering, Inc. for the 2nd-Bloomfield Multimodal Safety Improvements Project.

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

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of _____, 2018 ("Effective Date") by and between City of Bloomington, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and HWC Engineering ("the CONSULTANT"), a corporation/limited liability company organized under the laws of the State of Indiana.

Des. No.: 1601851

Project Description: Construction Inspection Services for Bloomfield Avenue Multimodal Safety Improvements INDOT contract R-39976

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 April 01, 2020. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$ 173,407.40.

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

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration (“FHWA”) or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. **Assignment; Successors.**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA’s prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise (“DBE”) SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT’s Economic Opportunity Division Director.

3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. **Certification for Federal-Aid Contracts Lobbying Activities.**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

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

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

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

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

7. **Compliance with Laws.**

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

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

9. Confidentiality of LPA Information.

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

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

11. DBE Requirements.

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

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

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

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

12. Non-Discrimination.

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

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

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

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

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

13. Disputes.

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

14. Drug-Free Workplace Certification.

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

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

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

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

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

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

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

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

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

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

I. Professional Liability Insurance

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

II. Commercial General Liability Insurance

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

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

III. Automobile Liability

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

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

IV. Watercraft Liability (When Applicable)

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

V. Aircraft Liability (When Applicable)

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

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

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

Notices to the LPA shall be sent to:

City of Bloomington
Attention: Neil Kopper, Project Engineer
401 N. Morton Street, Suite 130
Bloomington, IN 47404

Notices to the CONSULTANT shall be sent to:

HWC Engineering
135 N. Pennsylvania Street, Suite 2800
Indianapolis, IN 46204

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

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

28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:
- City of Bloomington
Attention: Neil Kopper, Project Engineer
401 N. Morton Street, Suite 130
Bloomington, IN 47404
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
 - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make

such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. Termination for Default.

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

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

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Non-Collusion.

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

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

CONSULTANT

CITY of BLOOMINGTON

Signature

Terry Baker, President

Signature

Kyla Cox Deckard, President
(Print or type name and title)

Signature

Beth H. Hollingsworth, Vice-President
(Print or type name and title)

Attest:

Signature

Philippa M. Guthrie, Corporation Counsel
(Print or type name and title)

Signature

Signature

Nicole Bolden, Clerk

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

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

The CONSULTANT shall be responsible for performing the following activities:

A. Engineering Personnel

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

The qualifications and experiences of personnel provided by the CONSULTANT are subject to approval by the LPA and the INDOT and no personnel will be assigned to the project until LPA and INDOT approval is obtained.

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

The fulltime RPR will coordinate project activities with the LPA's Project Coordinator and INDOT's Area Engineer.

B. Description of Services

1. Construction Schedule: Review the construction schedule prepared by the Contractor for compliance with the Contract, and give to the LPA detailed documentation concerning its acceptability.
2. Conferences: Attend pre-construction conferences as directed by the LPA, arrange a schedule of progress meetings, and such other job conferences as required for the timely and acceptable conduct of the job, and submit such schedules prepared, to the LPA for notification to those who are expected to attend. Record for the LPA, as directed, minutes of such meetings.

The CONSULTANT shall be available for conferences as requested by the LPA, State, and FHWA to review working details of the project. THE LPA, State and FHWA may review and inspect the activities whenever desired during the life of the Agreement.
3. Liaison: Serve as the LPA's liaison with the contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting in liaison capacity, the fulltime RPR shall be thoroughly familiar with the plans and specifications applicable to the project to insure that all provisions therein are complied with. Any deviation observed shall be reported to the LPA and INDOT by the fulltime RPR.
4. Cooperate: with the LPA in dealing with the various Federal, State and Local Agencies having jurisdiction over the project.
5. Assist the LPA and INDOT in obtaining from the Contractor a list of his proposed suppliers and sub-contractors.
6. Assist the LPA and INDOT in obtaining from the Contractor additional details or information when needed at the job site for proper execution of work.
7. Equipment: Furnish all equipment necessary to sample and test materials in accordance with INDOT's procedures.
8. Samples: Obtain field samples of materials delivered to the site as required by the State and deliver such samples to the appropriate INDOT laboratory office.
9. Shop Drawings:
 - a. Receive shop drawings and falsework drawings. Check for completeness and then forward to INDOT personnel for approval.
 - b. Review approved shop and falsework drawings, specifications and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents.

- c. Alert the Contractor's field superintendent when it is observed that materials or equipment are being or about to be used or installed before approval of shop drawings or samples, where such are required, and advise the LPA and INDOT when he believes it is necessary to disapprove work as failing to conform to the Contract Documents.
10. Review of Work, Inspection and Tests:
- a. Conduct on-site inspections for the LPA of the work in progress as a basis for determining that the project is proceeding in accordance with the Contract Documents.
 - b. Provide on-site acceptance testing of materials in the manner and extent prescribed by the latest edition of the Indiana State Highway Commission Construction Manual and in accordance with current accepted practices.
 - c. Accompany visiting inspectors, representing Local, State or Federal Agencies having jurisdiction over the project, and report details of such inspection to the LPA and INDOT.
 - d. Verify that required testing has been accomplished.
11. Modification: Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the LPA and INDOT.
12. Records:
- a. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders and additional drawings subsequent to the award of the Contract, progress reports and other project related documents.
 - b. Keep a diary or log book, recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request furnish copies of such a diary or log book to the LPA.
 - c. Maintain for the LPA, a record of names, addresses and telephone numbers of all sub-contractors and major material suppliers.
 - d. Maintain a set of drawings on which authorized changes are noted, and deliver to the LPA upon request, but in any event at the completion of the project.
 - e. Prepare the Final Construction Record and Final Estimate as required by the INDOT and the LPA.
13. Reports: Furnish to the INDOT and the LPA at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule.
14. Progress Estimates: Prepare progress estimates for periodic partial payments to the Contractor and deliver to the LPA and INDOT for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete in place in accordance with the Contract.
15. Project Responsibility: The RPR will be responsible for the documentation of pay quantities and estimates, and the maintenance of appropriate records related to the construction of this project.
16. Work Schedule and Suspension: The consultant's crew will be required to regulate their work week to conform to the contractor's hours in accordance with the directions of the INDOT's Area Engineer. If work on the construction project is suspended all matters concerning contract compliance and administration are complete, the services of the consultant may also be suspended without cost to the project.
17. Contract Administration: The CONSULTANT will administer the contract in accordance with INDOT's procedures.

18. **Conflict of Interest:** The CONSULTANT acknowledges and agrees that the CONSULTANT, a firm associated with the CONSULTANT or an individual associated with the CONSULTANT can not accept or perform any work (including but not limited to construction engineering, production staking, falsework drawings, shop drawings) for the contractor, material supplier of the contractor or for any of the contractor's subcontractors on this project. For purposes of this section a firm is associated with the CONSULTANT if the firm and CONSULTANT have a common director, common officer or a common owner. For purposes of this section an individual is associated with the CONSULTANT if the individual is an employee of the CONSULTANT or an employee of a firm associated with the CONSULTANT.

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

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

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

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

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Standard Specifications and standard drawings applicable to the project
2. Plans of existing bridge within the project limits
3. Necessary permit forms and permit processing (US Army Corps of Engineers, US Coast Guard, and/or Indiana Department of Natural Resources)
4. Utility plans available to INDOT covering utility facilities govern the location of signals and underground conduits throughout the affected areas
5. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract
6. Geotechnical investigation, if applicable

APPENDIX "C"

SCHEDULE:

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

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

The CONSULTANT will be prepared to begin the work under this Agreement within five (5) days after a letter of notification to proceed is received from the LPA. The CONSULTANT shall conform to the below listed items:

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

APPENDIX "D"

Compensation:

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed \$ 173,407.40 , unless a supplement is executed by the parties that increases the maximum amount payable.
2. The CONSULTANT will be paid for the actual hours of work performed exclusively on this Contract in accordance with the negotiated hourly billing rates per classification:

<u>Labor Classification</u>	<u>Allowable Hourly Rates Per Year</u>
HWC Engineering	2018-19
Senior Project Manager	\$174.66
Project Manager	\$132.77
Inspection Manager	\$123.43
Sr. Const. Inspector	\$108.35
Sr. Const. Inspector (Overtime)	\$126.67
Construction Inspector	\$90.89
Construction Inspector (Overtime)	\$106.26
Design Engineer	\$121.05
Landscape Architect	\$117.24
Designer/Technician	\$93.24
Engineering Intern	\$42.90
Engineering Intern (Overtime)	\$50.15
Clerical Support	\$71.73

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

4. For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each such claim voucher shall be subject to approval as reasonable by the Local Public Agency prior to any reimbursement thereof.
5. It is the policy of the Indiana Department of Transportation that Project Representatives and/or Inspectors be on the construction site whenever the Contractor is engaged in any activity requiring inspection or testing concurrent with the construction or activity. In order for the contractor to comply with the Contract Plans and Specifications and complete the work within the time required, it is often necessary for the Contractor to work more than an 8-hour day and more than a 5-day week. This in turn may require the Resident Project Representative and Inspectors to work over 40 hours per week. The CONSULTANT shall not bill for overtime for any individual until 40 hours have been worked on the Contract for the week by that individual. Holidays hours not worked on the Contract do not apply to the 40 hour week total.
6. The actual amount payable shall be determined in accordance with a final audit by INDOT's Division of Cost Accounting and Audits.

B. Method of Payment

1. The CONSULTANT may submit a maximum of one claim voucher per calendar month for work covered under this Contract. The claim vouchers shall be submitted to:
City of Bloomington
Attention: Neil Kopper, Project Engineer
401 N. Morton Street, Suite 130
Bloomington, IN 47404
2. The claim vouchers shall represent the value to the Local Public Agency (LPA) of the partially completed work as of the date of the claim voucher. When submitting a claim voucher, the CONSULTANT shall furnish a copy of records showing the individuals who worked on this Contract during the month, their classification, the number of hours worked since the last claim voucher was submitted and the hourly rate.

3. If the LPA does not agree with the amount claimed by the CONSULTANT on a claim voucher, the LPA will send the CONSULTANT a letter by regular mail and list the differences between actual and claimed progress. The letter will be sent to the CONSULTANT's address on page 2 of this Contract or the CONSULTANT's last known address.
4. If, prior to the satisfactory completion of the services under this Contract, the total of the direct and indirect costs incurred by the CONSULTANT is within ten percent (10%) of the maximum amount payable, the CONSULTANT shall notify INDOT and the status will be evaluated.

City of Bloomington
Bloomfield Avenue Multimodal Safety Improvements
Inspection Fee Man-hour Justification
INDOT Des. 1601851
Contract number R-39976

HWC Engineering

I. Resident Inspection	MANHOURS	RATE/HOUR*	COSTS
Senior Project Manager	0	\$174.66	\$ -
Project Manager	0	\$132.77	\$ -
Inspection Group Manager	40	\$123.43	\$ 4,937.30
Senior Construction Inspector	1160	\$108.35	\$ 125,685.21
Sr. Const. Inspection (overtime)	75	\$126.67	\$ 9,500.55
Construction Inspector	120	\$90.89	\$ 10,906.33
Construction Inspector (overtime)	0	\$106.26	\$ -
Design Engineer	0	\$121.05	\$ -
Landscape Architect	0	\$117.24	\$ -
Designer/Technician	0	\$93.24	\$ -
Engineering Intern	0	\$42.90	\$ -
Engineering Intern (overtime)	0	\$50.15	\$ -
Clerical Support	0	\$71.73	\$ -
	1395		\$ 151,029.40
Total Labor costs		\$ 151,029.40	
Direct Expenses		\$ 4,978.00	
DBE Subcontractor The Etica Group 10%		\$17,400.00	
I. Total Inspection Costs			\$ 173,407.40

Direct Expense Summary

Mileage	Weeks	Miles/Week	Total mileage	\$0.38/mile
Inspection Manager	8	150	1200	\$456.00
Construction Inspector	34	350	11900	\$4,522.00
Direct Expenses			Total	\$4,978.00

Note: Mileage rate of \$.38 based on INDOT mileage reimbursement rate dated July 11, 2016. Mileage rate will be adjusted to match current INDOT rate should a new rate be implemented during course of this contract.

Travel reimbursement will be paid as described in the most current State of Indiana travel policy

One full time senior inspector is expected to be required for 29 weeks (60 hours preconstruction, 1075 hours construction, 100 hours final record)
 One part time inspector to help as needed roughly 3 days a week for the peak five weeks of construction (total of 120 hours)
 Inspection manager to visit site 8 times during construction.

2017-18 INDOT approved rates	INDOT approved rate	INDOT approved overhead rate 167.45%	Allowable 11% profit	FCCM (0.63%)	Total rate/hour for 2018-19
Calculations for hourly rates					
Senior Project Manager	\$58.71	\$98.31	\$17.27	\$0.37	\$174.66
Project Manager	\$44.63	\$74.73	\$13.13	\$0.28	\$132.77
Inspection Manager	\$41.49	\$69.48	\$12.21	\$0.26	\$123.43
Senior Construction Inspector	\$36.42	\$60.99	\$10.71	\$0.23	\$108.35
Sr. Const. Inspection (overtime)	\$54.63	\$60.99	\$10.71	\$0.34	\$126.67
Construction Inspector	\$30.55	\$51.16	\$8.99	\$0.19	\$90.89
Construction Inspector (overtime)	\$45.83	\$51.16	\$8.99	\$0.29	\$106.26
Design Engineer	\$40.69	\$68.14	\$11.97	\$0.26	\$121.05
Landscape Architect	\$39.41	\$65.99	\$11.59	\$0.25	\$117.24
Designer/Technician	\$31.34	\$52.48	\$9.22	\$0.20	\$93.24
Engineering Intern	\$14.42	\$24.15	\$4.24	\$0.09	\$42.90
Engineering Intern (overtime)	\$21.63	\$24.15	\$4.24	\$0.14	\$50.15
Clerical Support	\$24.11	\$40.37	\$7.09	\$0.15	\$71.73

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of _____, 2018 ("Effective Date") by and between City of Bloomington, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and HWC Engineering ("the CONSULTANT"), a corporation/limited liability company organized under the laws of the State of Indiana.

Des. No.: 1601851

Project Description: Construction Inspection Services for Bloomfield Avenue Multimodal Safety Improvements INDOT contract R-39976

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 April 01, 2020. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$ 173,407.40.

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

SECTION VI GENERAL PROVISIONS

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

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

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

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

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

7. **Compliance with Laws.**

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

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

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

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

9. Confidentiality of LPA Information.

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

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

11. DBE Requirements.

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

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

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

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

12. Non-Discrimination.

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

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

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

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

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

13. Disputes.

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

14. Drug-Free Workplace Certification.

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

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

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

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

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

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

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

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

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

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

I. Professional Liability Insurance

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

II. Commercial General Liability Insurance

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

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

III. Automobile Liability

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

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

IV. Watercraft Liability (When Applicable)

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

V. Aircraft Liability (When Applicable)

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

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

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

Notices to the LPA shall be sent to:

City of Bloomington
Attention: Neil Kopper, Project Engineer
401 N. Morton Street, Suite 130
Bloomington, IN 47404

Notices to the CONSULTANT shall be sent to:

HWC Engineering
135 N. Pennsylvania Street, Suite 2800
Indianapolis, IN 46204

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

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

28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:
- City of Bloomington
Attention: Neil Kopper, Project Engineer
401 N. Morton Street, Suite 130
Bloomington, IN 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.

[Remainder of Page Intentionally Left Blank]

Non-Collusion.

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

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

CONSULTANT

CITY of BLOOMINGTON

Signature

Terry Baker, President

Signature

Kyla Cox Deckard, President
(Print or type name and title)

Signature

Beth H. Hollingsworth, Vice-President
(Print or type name and title)

Attest:

Signature

Signature

Philippa M. Guthrie, Corporation Counsel
(Print or type name and title)

Signature

Nicole Bolden, Clerk



Board of Public Works Staff Report

Project/Event: Replacement of Automatic Doors at City Hall

Petitioner/Representative: Department of Public Works, Facilities Division

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

Meeting Date: October 2, 2018

The automatic doors at the front entrance of City Hall are original to the 1995 renovation and are showing their age. In 2017, and so far in 2018, repairs to the doors have totaled \$1,491.00. Staff believes the doors are in need of replacement. We solicited three quotes for the doors that are as follows:

Stanley Access Technologies	\$12,870.00
Your Automatic Door Co.	\$14,595.00
Automated Entrance Services	\$16,200.00

Public Works staff recommend awarding the contract for these repairs to Stanley Access Technologies. The current doors are Stanley doors and have given good service. Stanley Access Technologies has also been our service provider and has demonstrated timely response and quality in their workmanship.

Respectfully submitted,

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

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

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT
AND
STANLEY ACCESS TECHNOLOGIES
FOR
REPLACEMENT OF AUTOMATIC FRONT DOORS AT CITY HALL

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Replacement of Automatic Front Doors at City Hall**, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within 90 days of Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

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

2.03 CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Twelve Thousand, Eight Hundred Seventy Dollars (\$12,870.00). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

4.03 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to

complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Quote Documents.
4. The Invitation to Quoters.
5. The Instructions to Quoters.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.

15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

5.05.01

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

5.07 Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 Non-Discrimination

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification,

discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

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

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

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

5.09 Workmanship and Quality of Materials

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

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington Public Works	Stanley Access Technologies, LLC
Attn: J.D. Boruff, Facilities Director	Attn: Vitaly Fedorchuk, Territory Manager
P.O. Box 100	7723 Tylers Place Blvd., Unit 213
Bloomington, Indiana 47402	Cincinnati, Ohio 45069

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

5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the “Scope of Work” of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation

will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Non-Collusion

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

Stanley Access Technologies, LLC

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Beth H. Hollingsworth, Member

Printed Name

Dana Palazzo, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

REPLACEMENT OF AUTOMATIC DOORS AT CITY HALL

This project shall include, but is not limited to:

Stanley Access Technologies, LLC will Furnish and Install (2) STANLEY Duraglide 3000 Single Slide Door Packages.

1. Doors to be Special Finish to match storefront
2. Open via motion sensors.
3. One door to be Right Hand, Second door to be Left Hand.
4. Both doors to have 1" insulated glass and threshold.
5. Both doors to have Transom.
6. Demo and removal of old doors is included.
7. Equipment is furnished and installed during normal business hours, (8:00AM to 4:30PM, Mon-Fri).

Lead Time/Warranty:

1. Current equipment lead time is 4-6 weeks from receipt of order and approved dimensions.
2. **Warranty:** 1 year parts and labor. During normal business hours Mon-Fri 8:00AM to 4:30PM.

Exclusions:

1. Preparation of rough opening.
2. 120 volts AC to inside auto door header 5 amp min.
3. Subcontractor for storefront work.
4. After hours premium labor.
5. Delegated Design.
6. Structural Review (no seismic review).
7. Permits & inspections by others.
8. Prevailing Wage.
9. Certified Payroll.
10. Cleaning and protection of installed material.

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

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

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

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Notary Public Signature

Resident of _____ County
Printed Name



Board of Public Works Staff Report

Project/Event: Lights on the Lawn Benefit Concert
Petitioner/Representative: Lights on the Lawn Organization
Staff Representative: Christina Smith
Meeting Date: October 2, 2018
Event Date: October 11, 2018

Report: Lights on the Lawn Organization is requesting a noise permit for an outdoor music concert to benefit the Boys & Girls Club of Bloomington. The event takes place on Thursday, October 11th from 7:00 p.m. to 11:00 p.m. on the lawn of the Century Village property located at 300 S. State Road 446.

Lights on the Lawn is non-profit, student-run benefit concert series making a difference in local communities. 100% of the proceeds will be donated to the Boys and Girls Club of Bloomington. Amplified music from the live bands will end at 11:00 p.m.

Event organizers will provide surrounding businesses/residents with an information packet that includes the notice of public meeting letter, and event layout map.

Staff is supportive of the noise permit.

Recommend **Approval** **Denial by:** Christina Smith



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:	Lights on the Lawn			
Location of Event:	300 South State Road 446, Bloomington, IN 47401-8837			
Date of Event:	October 11, 2018	Time of Event:	Start: 7:00pm	
Calendar Day of Week:	Thursday		End: 11:00pm	
Description of Event:	Lights on the Lawn is a benefit concert raising money to combat childhood hunger in the Bloomington area, with 100% of all proceeds being donated to the Boys & Girls Club of Bloomington.			
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker	Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit: Boys and Girls Club of Bloomington		

Applicant Information

Name:	Shane Cory Selig		
Organization:	Lights on the Lawn	Title:	Director of Operations
Physical Address:	1250 South Michigan Avenue, Apartment 1303, Chicago, Illinois 60605-2616		
Email Address:	shane@lightsonthelawn.org	Phone Number:	(312) 618-1881
Signature:		Date:	September 27, 2018

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS	
_____	_____
Kyla Cox Deckard, President	Beth H. Hollingsworth, Vice-President
_____	_____
Date	Dana Palazzo, Secretary



NOTICE OF PUBLIC MEETING

September 28, 2018

Dear Resident,

Lights on the Lawn is a nonprofit organization raising funds through benefit concerts to combat local issues across the country. To date, Lights on the Lawn has hosted more than 16,000 fans and raised more than \$500,000 for our local partners. The Bloomington show is partnering with the Boys and Girls Club of Bloomington to combat **childhood hunger**, which is estimated to affect nearly **1 in 5 children in the area**. Currently, there is a \$13,174,000 budget shortfall (information provided by Feeding America). **All proceeds will be donated to the Boys and Girls Club of Bloomington.**

Accordingly, we have petitioned the Board of Public Works of Bloomington to hear a request for a Special Event in Public Right Way.

The Board of Public Works meeting to hear this request will be October 2, 2018. Board of Public meetings are held in the Council Chambers of the Showers Center City Hall located at 401 North Morton Street starting at 5:30pm.

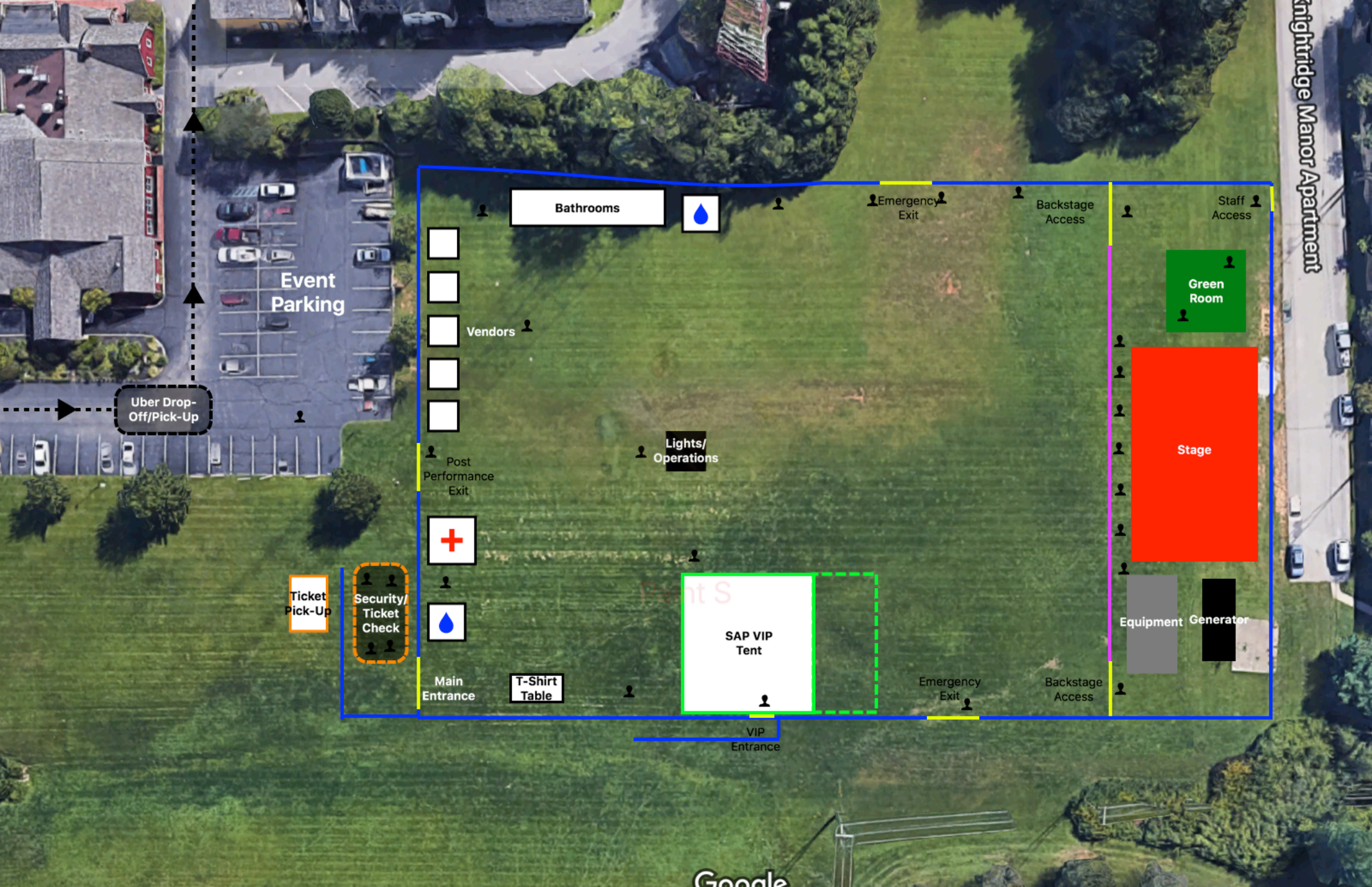
The proposal for the benefit concert will be on file and may be examined in the Public Works office on Friday, September 28, 2018, prior to the meeting on Tuesday, October 2, 2018.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Shane Cory Selig".

Shane Cory Selig
Vice President of Operations
Lights on the Lawn



Event Parking

Uber Drop-Off/Pick-Up

Ticket Pick-Up

Security Ticket Check

Bathrooms

Vendors

Post Performance Exit

Main Entrance

T-Shirt Table

Lights/Operations

SAP VIP Tent

VIP Entrance

Emergency Exit

Backstage Access

Staff Access

Green Room

Stage

Equipment Generator

Emergency Exit

Backstage Access

Krightbridge Manor Apartment

Google



Board of Public Works Claim Register

Invoice Date Range
09/24/18 - 10/05/18
Invoice Amount

Vendor	Invoice Description	Payment Date	Amount
Fund 101 - General Fund (S0101)			
Department 01 - Animal Shelter			
Program 010000 - Main			
Account 43430 - Animal Adoption Fees			
John Hanek	01-refund adoption fee	10/05/2018	20.00
	Account 43430 - Animal Adoption Fees Totals	1	<u>20.00</u>
Account 52110 - Office Supplies			
6530 - Office Depot, INC	01-envelopes	10/05/2018	17.97
6530 - Office Depot, INC	01-wall hooks	10/05/2018	27.38
6530 - Office Depot, INC	01-paper	10/05/2018	10.64
6530 - Office Depot, INC	01-tape, pens, sign holders, markers	10/05/2018	55.96
	Account 52110 - Office Supplies Totals	4	<u>\$111.95</u>
Account 52210 - Institutional Supplies			
4136 - C. Specialties, INC	01-cat adoption carriers-200 plus s/h	10/05/2018	455.01
313 - Fastenal Company	01-paper towels, can liners-9/5/18	10/05/2018	124.02
4586 - Hill's Pet Nutrition Sales, INC	01-puppy/canine/feline/kitten food-9/7/18	10/05/2018	453.76
4586 - Hill's Pet Nutrition Sales, INC	01-prescription vet canine/feline food-9/7/18	10/05/2018	137.91
4586 - Hill's Pet Nutrition Sales, INC	01-canine/puppy/feline/kitten food-9/14/18	10/05/2018	404.16
3278 - Merial, INC	01-antiparasitics	10/05/2018	725.40
4633 - Midwest Veterinary Supply, INC	01-lactulose, milk replacer-9/6/18	10/05/2018	91.17
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves-Large-9/6/18	10/05/2018	26.40
4633 - Midwest Veterinary Supply, INC	01-IV lines-9/6/18	10/05/2018	27.78
175 - Monroe County Humane Association, INC	01-rabies vac., antibiotics, office visit, bloodwork-9/6-	10/05/2018	185.00
4137 - Patterson Veterinary Supply, INC	01-antibiotics-9/10/18	10/05/2018	69.40
4137 - Patterson Veterinary Supply, INC	01-antibiotics, fluids, muzzles-9/6/18	10/05/2018	644.54
4666 - Zoetis, INC	01-canine bordetella vaccines	10/05/2018	272.00
4666 - Zoetis, INC	01-antibiotics, antiparasitic, canine vaccines-8/30/18	10/05/2018	843.28
	Account 52210 - Institutional Supplies Totals	14	<u>\$4,459.83</u>
Account 52310 - Building Materials and Supplies			
394 - Kleindorfer Hardware & Variety	01-drill bits	10/05/2018	6.79
	Account 52310 - Building Materials and Supplies Totals	1	<u>\$6.79</u>
Account 53130 - Medical			
6529 - BloomingPaws, LLC	01-office exam-9/6/18	10/05/2018	36.00
6529 - BloomingPaws, LLC	01-x-rays, bloodwork-8/31/18-canine	10/05/2018	259.55
6529 - BloomingPaws, LLC	01-bloodwork, x-rays-8/31/18-feline	10/05/2018	259.55
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-9/4-9/13/18	10/05/2018	2,390.00



Board of Public Works Claim Register

Invoice Date Range
09/24/18 - 10/05/18
Invoice Amount

Vendor	Invoice Description	Payment Date	Invoice Amount
175 - Monroe County Humane Association, INC	01-rabies vac., antibiotics, office visit, bloodwork-9/6-	10/05/2018	125.00
175 - Monroe County Humane Association, INC	01-office visit, x-rays-8/8 & 8/16/18	10/05/2018	68.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-office visit, bloodwork, neuter surgery-5/4 &	10/05/2018	456.75
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-injection-8/7/18	10/05/2018	17.50
Account 53130 - Medical Totals		8	<u>\$3,612.35</u>
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	02-PW Divisions-cell phone charges 8/12-9/11/18	09/24/2018	238.82
Account 53210 - Telephone Totals		1	<u>\$238.82</u>
Account 53220 - Postage			
4487 - PMB East, INC (PakMail)	01-BOH shipping charges-9/11/18	10/05/2018	17.24
4487 - PMB East, INC (PakMail)	01-BOH shipping charges-8/22/18	10/05/2018	17.24
Account 53220 - Postage Totals		2	<u>\$34.48</u>
Account 53610 - Building Repairs			
321 - Harrell Fish, INC	19-ACC-unclog exterior drain line	10/05/2018	383.00
Account 53610 - Building Repairs Totals		1	<u>\$383.00</u>
Account 53990 - Other Services and Charges			
4963 - David A Blais	01-microscope service & repair-8/17/18	10/05/2018	360.00
Account 53990 - Other Services and Charges Totals		1	<u>\$360.00</u>
Program 010000 - Main Totals		33	<u>\$9,227.22</u>
Department 01 - Animal Shelter Totals		33	<u>\$9,227.22</u>
Department 02 - Public Works			
Program 020000 - Main			
Account 46060 - Other Violations			
Henry Brennan	14-overpayment several pkg citations-on-line &	10/05/2018	440.00
King Dough LLC	14-refund overpayment pkg citation #18200805183	10/05/2018	20.00
Scott Leist	14-refund overpayment pkg citation #18200001550	10/05/2018	20.00
Elizabeth Merle	14-refund overpayment pkg citation E1700457	10/05/2018	40.00
Account 46060 - Other Violations Totals		4	<u>\$520.00</u>
Account 53160 - Instruction			
3472 - Lucity, INC	02-Remote configuration-web interface:	10/05/2018	562.50
Account 53160 - Instruction Totals		1	<u>\$562.50</u>
Program 020000 - Main Totals		5	<u>\$1,082.50</u>
Department 02 - Public Works Totals		5	<u>\$1,082.50</u>
Department 03 - City Clerk			
Program 030000 - Main			



Board of Public Works Claim Register

Invoice Date Range

09/24/18 - 10/05/18

Vendor	Invoice Description	Payment Date	Invoice Amount
Account 52110 - Office Supplies			
6222 - Apple, INC	03-Native union belt XL Cable Zebra-ZML	10/05/2018	31.00
	Account 52110 - Office Supplies Totals	1	<u>\$31.00</u>
	Program 030000 - Main Totals	1	<u>\$31.00</u>
	Department 03 - City Clerk Totals	1	<u>\$31.00</u>
Department 04 - Economic & Sustainable Dev			
Program 040000 - Main			
Account 53320 - Advertising			
323 - Hoosier Times, INC	04 - Garage Sale ad for Hoosier to Hoosier	10/05/2018	37.00
	Account 53320 - Advertising Totals	1	<u>\$37.00</u>
Account 53970 - Mayor's Promotion of Business			
818 - Everywhere Signs, LLC	04 - Bicentennial Banners Woodlawn firestation and	10/05/2018	2,130.00
	Account 53970 - Mayor's Promotion of Business Totals	1	<u>\$2,130.00</u>
Account 53990 - Other Services and Charaes			
6131 - Jane St John	04 - 2018 Consulting Contract	10/05/2018	3,166.25
	Account 53990 - Other Services and Charges Totals	1	<u>\$3,166.25</u>
	Program 040000 - Main Totals	3	<u>\$5,333.25</u>
	Department 04 - Economic & Sustainable Dev Totals	3	<u>\$5,333.25</u>
Department 06 - Controller's Office			
Program 060000 - Main			
Account 52110 - Office Supplies			
6530 - Office Depot, INC	06-pens	10/05/2018	3.80
6530 - Office Depot, INC	06-highlighter, paper, clips	10/05/2018	9.22
	Account 52110 - Office Supplies Totals	2	<u>\$13.02</u>
Account 53730 - Machinery and Equipment Rental			
371 - Pitney Bowes, INC	06- 2018 Postage Meter Rental	10/05/2018	120.00
	Account 53730 - Machinery and Equipment Rental Totals	1	<u>\$120.00</u>
Account 53990 - Other Services and Charaes			
5387 - Creative Graphics, INC (dba Baugh Enterprises)	18- water bill insert for Bicentennial on the B-Line	10/05/2018	370.00
5819 - Synchrony Bank	18- Gift bags and tissue for swag sales	10/05/2018	44.99
5819 - Synchrony Bank	18- Gift bags and tissue for swag sales	10/05/2018	53.68
20275 - The Travelers Indemnity	06- Ded.-C. Baskins (minor)-manhole cover-10/10/17	10/05/2018	4,500.00
	Account 53990 - Other Services and Charges Totals	4	<u>\$4,968.67</u>
	Program 060000 - Main Totals	7	<u>\$5,101.69</u>
	Department 06 - Controller's Office Totals	7	<u>\$5,101.69</u>



**Board of Public Works
Claim Register**

Invoice Date Range
09/24/18 - 10/05/18
Invoice Amount

Vendor	Invoice Description	Payment Date	Invoice Amount
Department 09 - CFRD			
Program 090000 - Main			
Account 52110 - Office Supplies			
6530 - Office Depot, INC	09-AA batteries, sharpie pens, pens, sign holder	10/05/2018	53.17
	Account 52110 - Office Supplies Totals	1	<u>\$53.17</u>
Account 52420 - Other Supplies			
53005 - Menards, INC	09-Sand for tent weights	10/05/2018	7.94
	Account 52420 - Other Supplies Totals	1	<u>\$7.94</u>
Account 53640 - Hardware and Software Maintenance			
53442 - Paragon Micro, INC	09--Adobe InDesign license	10/05/2018	395.99
	Account 53640 - Hardware and Software Maintenance Totals	1	<u>\$395.99</u>
	Program 090000 - Main Totals	3	<u>\$457.10</u>
	Department 09 - CFRD Totals	3	<u>\$457.10</u>
Department 10 - Legal			
Program 100000 - Main			
Account 52110 - Office Supplies			
6530 - Office Depot, INC	10-USB, Lexar S50, 2.0 8GB 10PK	10/05/2018	49.99
6530 - Office Depot, INC	10-energel pens	10/05/2018	28.48
6530 - Office Depot, INC	10-Hi Fi headphone	10/05/2018	19.99
	Account 52110 - Office Supplies Totals	3	<u>\$98.46</u>
Account 53120 - Special Legal Services			
6036 - Connor & Associates (Connor Reporting)	10-copy of transcript-E. Reedy	10/05/2018	362.75
2844 - Fisher Reporting, INC	10-BZA Case #AA-15-18-1/2 cost of transcript	10/05/2018	160.00
608 - Krieg Devault, LLP	10-retainer agreement for August 2018	10/05/2018	2,000.00
	Account 53120 - Special Legal Services Totals	3	<u>\$2,522.75</u>
	Program 100000 - Main Totals	6	<u>\$2,621.21</u>
	Department 10 - Legal Totals	6	<u>\$2,621.21</u>
Department 11 - Mayor's Office			
Program 110000 - Main			
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	11-cell phone charges-8/12-9/11/18	09/24/2018	54.06
	Account 53210 - Telephone Totals	1	<u>\$54.06</u>
	Program 110000 - Main Totals	1	<u>\$54.06</u>
	Department 11 - Mayor's Office Totals	1	<u>\$54.06</u>
Department 12 - Human Resources			
Program 120000 - Main			



Board of Public Works

Claim Register

Invoice Date Range

09/24/18 - 10/05/18

Vendor	Invoice Description	Payment Date	Invoice Amount
Account 52110 - Office Supplies			
6530 - Office Depot, INC	12-tape, post its, paper, binder clips, pens, folders	10/05/2018	29.41
	Account 52110 - Office Supplies Totals	1	<u>\$29.41</u>
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	12-cell phone charges 8/12-9/11/18	09/24/2018	23.03
	Account 53210 - Telephone Totals	1	<u>\$23.03</u>
Account 53320 - Advertising			
323 - Hoosier Times, INC	12 Job ads Inv 83118	10/05/2018	185.37
	Account 53320 - Advertising Totals	1	<u>\$185.37</u>
Account 53990 - Other Services and Charges			
5819 - Synchrony Bank	12 Employee Picnic-su12 Employee Picnic-supplies	10/05/2018	8.96
15963 - Bloomington Metropolitan Professional Firefighters	12 Reimbursement for City Picnic supplies/Sams club	10/05/2018	343.19
5819 - Synchrony Bank	12 Employee Picnic-Supplies from Sams Club (2	10/05/2018	447.24
5819 - Synchrony Bank	12 Employee Picnic-Supplies from Sams Club (2	10/05/2018	799.22
	Account 53990 - Other Services and Charges Totals	4	<u>\$1,598.61</u>
	Program 120000 - Main Totals	7	<u>\$1,836.42</u>
	Department 12 - Human Resources Totals	7	<u>\$1,836.42</u>
Department 13 - Planning			
Program 130000 - Main			
Account 43310 - Application Fee			
Clean Slate Medical Group	13-refund BZA filing fee-Case CV-30-18-petition	10/05/2018	250.00
	Account 43310 - Application Fee Totals	1	<u>\$250.00</u>
Account 52110 - Office Supplies			
6530 - Office Depot, INC	13- Office Supplies (Binders, Post-Its, Notepads)	10/05/2018	37.59
6530 - Office Depot, INC	13-desk fan	10/05/2018	24.99
6530 - Office Depot, INC	13-12 pk notepads	10/05/2018	2.51
	Account 52110 - Office Supplies Totals	3	<u>\$65.09</u>
Account 52430 - Uniforms and Tools			
798 - Winters Associates Promotional Products, INC	13 - Departmental Shirts	10/05/2018	479.54
	Account 52430 - Uniforms and Tools Totals	1	<u>\$479.54</u>
Account 53160 - Instruction			
2675 - Scott Robinson	13 - APA IN Conference Registration & Lunch	10/05/2018	20.00
204 - State Of Indiana	13-ArcGIS Training_Pro Intermediate	10/05/2018	1,200.00
204 - State Of Indiana	13-ArcGIS Training-Pro Transition (Scott & Anna)	10/05/2018	500.00
4949 - Linda Thompson	13-Lunch & Reg. Reimb-APA Training-Jasper, IN-	10/05/2018	25.00
	Account 53160 - Instruction Totals	4	<u>\$1,745.00</u>



Board of Public Works

Claim Register

Invoice Date Range

09/24/18 - 10/05/18

Vendor	Invoice Description	Payment Date	Invoice Amount
Account 53170 - Mgt. Fee, Consultants, and Workshops			
6289 - Clarion Associates, LLC	13-Bloomington UDO-services as of 8/31/18	10/05/2018	14,096.18
8305 - Schmidt Associates, INC	13-City Architect-Proj. Review-services 7/1-7/31/18	10/05/2018	700.00
8305 - Schmidt Associates, INC	13-City Architect-Proj. Review-services 8/1-8/31/18	10/05/2018	3,543.75
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals			<u>3</u> \$18,339.93
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	13-cell phone charges 8/12-9/11/18	09/24/2018	324.39
Account 53210 - Telephone Totals			<u>1</u> \$324.39
Account 53230 - Travel			
6644 - Carlisle T Buddin	13-per diem-4 days-FEMA-Danville IN-8/21-8/24/18	10/05/2018	60.00
6655 - Elizabeth Carter	13-Lunch per diem-GIS Training-Indy-8/2-8/3/18	10/05/2018	30.00
2675 - Scott Robinson	13 - APA IN Conference Registration & Lunch	10/05/2018	15.00
4949 - Linda Thompson	13-Lunch & Reg. Reimb-APA Training-Jasper, IN-	10/05/2018	15.00
Account 53230 - Travel Totals			<u>4</u> \$120.00
Account 53240 - Freight / Other			
798 - Winters Associates Promotional Products, INC	13 - Departmental Shirts	10/05/2018	12.56
Account 53240 - Freight / Other Totals			<u>1</u> \$12.56
Account 53320 - Advertising			
323 - Hoosier Times, INC	13 - Two Public Meeting Notices (525286 & 525980)	10/05/2018	51.60
Account 53320 - Advertising Totals			<u>1</u> \$51.60
Account 53910 - Dues and Subscriptions			
4847 - Anna Dragovich	13-Membership Reimb. (Anna)_League of American	10/05/2018	65.00
Account 53910 - Dues and Subscriptions Totals			<u>1</u> \$65.00
Program 130000 - Main Totals			<u>20</u> \$21,453.11
Prooram 131000 - Environmental			
Account 52420 - Other Supplies			
651 - Engraving & Stamp Center, INC	13 - Three Name Tags for Environmental Commission	10/05/2018	32.44
53125 - Mr. Copy, INC	13 - GIS Photo of Greenspace laminated for tables	10/05/2018	10.80
Account 52420 - Other Supplies Totals			<u>2</u> \$43.24
Program 131000 - Environmental Totals			<u>2</u> \$43.24
Department 13 - Planning Totals			<u>22</u> \$21,496.35
Department 16 - Sanitation			
Prooram 160000 - Main			
Account 53950 - Landfill			
52226 - Hoosier Transfer Station-3140	16-trash disposal fees-8/15-8/30/18	10/05/2018	15,048.40



Board of Public Works Claim Register

Invoice Date Range
09/24/18 - 10/05/18
Invoice Amount

Vendor	Invoice Description	Payment Date	Amount
	Account 53950 - Landfill Totals	1	\$15,048.40
	Program 160000 - Main Totals	1	\$15,048.40
	Department 16 - Sanitation Totals	1	\$15,048.40
Department 19 - Facilities Maintenance			
Program 190000 - Main			
Account 52210 - Institutional Supplies			
2966 - Barrett Supplies & Equipment, INC	19-cleaning supplies-hand soap	10/05/2018	94.32
2966 - Barrett Supplies & Equipment, INC	19-cleaning supplies-toilet tissue, roll paper towels,	10/05/2018	562.81
	Account 52210 - Institutional Supplies Totals	2	\$657.13
Account 52310 - Building Materials and Supplies			
409 - Black Lumber Co. INC	19-gorilla mounting tape	10/05/2018	9.99
394 - Kleindorfer Hardware & Variety	19-Tools-bits, nut sotter	10/05/2018	4.97
394 - Kleindorfer Hardware & Variety	19-urinal repair parts	10/05/2018	55.98
394 - Kleindorfer Hardware & Variety	19-City Hall-drill bits-2	10/05/2018	7.98
53005 - Menards, INC	19-cleaning supplies-rags in a box-200 count-4 boxes	10/05/2018	39.92
53005 - Menards, INC	19-batteries-C Rayovac 8 pack	10/05/2018	9.97
53005 - Menards, INC	19-vacuum-Windtunnel 2 rewind	10/05/2018	129.99
	Account 52310 - Building Materials and Supplies Totals	7	\$258.80
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	02-PW Divisions-cell phone charges 8/12-9/11/18	09/24/2018	177.52
	Account 53210 - Telephone Totals	1	\$177.52
Account 53610 - Building Repairs			
7402 - Nature's Way, INC	19-monthly, September 2018, plant maintenance	10/05/2018	336.60
	Account 53610 - Building Repairs Totals	1	\$336.60
Account 53990 - Other Services and Charaes			
651 - Engraving & Stamp Center, INC	19-City Hall-name plates & conference room sign	10/05/2018	64.00
392 - Koorsen Fire & Security, INC	19-City Hall-September 2018 fire extinguisher annual	10/05/2018	131.70
6656 - R.E. Dimond and Associates, INC	19-City Hall-electrical system evaluation	10/05/2018	1,000.05
	Account 53990 - Other Services and Charges Totals	3	\$1,195.75
	Program 190000 - Main Totals	14	\$2,625.80
	Department 19 - Facilities Maintenance Totals	14	\$2,625.80
Department 28 - ITS			
Program 280000 - Main			
Account 52110 - Office Supplies			
6530 - Office Depot, INC	28-Copier Paper for City Departments-30 Ctn	10/05/2018	804.60



Board of Public Works Claim Register

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Vendor	Invoice Description	Payment Date	Invoice Amount
		Account 52110 - Office Supplies Totals	1 \$804.60
Account 53170 - Mat. Fee, Consultants, and Workshops			
5437 - Columbia Telecommunications Corporation			
	28-Blgtn Broadband-Dir of Bus. Consulting/Staff	10/05/2018	810.00
		Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	1 <u>\$810.00</u>
Account 53210 - Telephone			
1079 - AT&T			
13969 - AT&T Mobility II, LLC			
	28-phone charges 8/20-9/19/18-#812 339-2261 261	09/24/2018	5,569.97
	28-cell phone charges 8/12-9/11/18	09/24/2018	714.81
		Account 53210 - Telephone Totals	2 <u>\$6,284.78</u>
Account 53640 - Hardware and Software Maintenance			
2372 - Probleu, INC			
3989 - Ricoh USA, INC			
3989 - Ricoh USA, INC			
8750 - Service Express INC			
	28-Dell EqualLogic Warranty Renewal	10/05/2018	3,345.00
	28-OOTM-Copier Maintenance-6/1-8/31/18-	10/05/2018	158.52
	28-FS#1-Copier Maintenance-8/29-11/28/18	10/05/2018	419.46
	28-Server Maintenance -COB portion-10/1-12/31/18	10/05/2018	4,795.29
		Account 53640 - Hardware and Software Maintenance Totals	4 <u>\$8,718.27</u>
		Program 280000 - Main Totals	8 <u>\$16,617.65</u>
		Department 28 - ITS Totals	8 <u>\$16,617.65</u>
		Fund 101 - General Fund (S0101) Totals	111 <u>\$81,532.65</u>
Fund 103 - Restricted Donations			
Department 06 - Controller's Office			
Program 400101 - Animal Medical Services			
Account 53130 - Medical			
54639 - Shake Veterinary Services, INC (Town & Country Vet			
	01-bloodwork, office visit for neuter surgery-8/7/18	10/05/2018	779.20
54639 - Shake Veterinary Services, INC (Town & Country Vet			
	01-enucleation, neuter & spay surgeries-9/11/18	10/05/2018	474.87
		Account 53130 - Medical Totals	2 <u>\$1,254.07</u>
		Program 400101 - Animal Medical Services Totals	2 <u>\$1,254.07</u>
Program 400102 - Animal Supplies			
Account 52210 - Institutional Supplies			
5819 - Synchrony Bank			
	01-Book-The Company of Animals Pet Corrector	10/05/2018	73.86
		Account 52210 - Institutional Supplies Totals	1 <u>\$73.86</u>
		Program 400102 - Animal Supplies Totals	1 <u>\$73.86</u>
		Department 06 - Controller's Office Totals	3 <u>\$1,327.93</u>
		Fund 103 - Restricted Donations Totals	3 <u>\$1,327.93</u>
Fund 270 - CC Jack Hopkins NR17-42 (S9508)			
Department 05 - Common Council			
Program 050000 - Main			



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Account 53960 - Grants			
136 - Girls INC Of Monroe County	15-JH Grant-Unity School Bus Parts, Menards,	10/05/2018	1,731.44
12443 - Volunteers In Medicine Clinic Of Monroe County,INC	15-JH2018-Bioreference lab bill for August 2018	10/05/2018	3,106.77
12443 - Volunteers In Medicine Clinic Of Monroe County,INC	15-JH2018-SIRA imaging bill for August 2018	10/05/2018	1,667.66
	Account 53960 - Grants Totals	3	<u>\$6,505.87</u>
	Program 050000 - Main Totals	3	<u>\$6,505.87</u>
	Department 05 - Common Council Totals	3	<u>\$6,505.87</u>
	Fund 270 - CC Jack Hopkins NR17-42 (S9508) Totals	3	<u>\$6,505.87</u>
Fund 312 - Community Services			
Department 09 - CFRD			
Program 090003 - Com Serv - Status of Women			
Account 53960 - Grants			
6525 - Evelyn Gabrielle Bivens Smith	09-BCSW-Leadership Scholarship Initiative recipient	10/05/2018	400.00
	Account 53960 - Grants Totals	1	<u>\$400.00</u>
	Program 090003 - Com Serv - Status of Women Totals	1	<u>\$400.00</u>
Program 090020 - Commission on Aaina			
Account 53990 - Other Services and Charges			
6657 - Dementia Action Alliance	09-CoA Sponsorship (Nonprofit level) of Teepa Snow	10/05/2018	200.00
	Account 53990 - Other Services and Charges Totals	1	<u>\$200.00</u>
	Program 090020 - Commission on Aging Totals	1	<u>\$200.00</u>
	Department 09 - CFRD Totals	2	<u>\$600.00</u>
	Fund 312 - Community Services Totals	2	<u>\$600.00</u>
Fund 401 - Non-Reverting Telecom (S1146)			
Department 25 - Telecommunications			
Program 254000 - Infrastructure			
Account 54450 - Equipment			
53442 - Paragon Micro, INC	28-Dell Laptop Power adapter	10/05/2018	49.99
53442 - Paragon Micro, INC	28-Dell Serial port add-in-card-2	10/05/2018	65.98
53442 - Paragon Micro, INC	28-Mini DisplayPort to DVI Adaptor-13	10/05/2018	168.87
53442 - Paragon Micro, INC	28-Capital Replacement Computer	10/05/2018	2,864.97
	Account 54450 - Equipment Totals	4	<u>\$3,149.81</u>
	Program 254000 - Infrastructure Totals	4	<u>\$3,149.81</u>
Program 256000 - Services			
Account 53150 - Communications Contract			
4170 - Comcast Cable Communications, INC	28-4550 N. Kinser Pike Trlr	09/24/2018	104.85
4170 - Comcast Cable Communications, INC	28-4550 N. Kinser Pike Trlr	09/24/2018	303.85



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4170 - Comcast Cable Communications, INC	28-401 N Morton St-business internet 10/1-10/31/18	09/24/2018	149.85
203 - Indiana University	28-IU Special Circuits-August 2018	10/05/2018	65.00
	Account 53150 - Communications Contract Totals	4	\$623.55
	Program 256000 - Services Totals	4	\$623.55
	Department 25 - Telecommunications Totals	8	\$3,773.36
	Fund 401 - Non-Reverting Telecom (\$1146) Totals	8	\$3,773.36
Fund 451 - Motor Vehicle Highway(S0708)			
Department 20 - Street			
Program 200000 - Main			
Account 52210 - Institutional Supplies			
4519 - Osburn Associates, INC	20-Safety Signs "Detour Ahead"	10/05/2018	653.69
	Account 52210 - Institutional Supplies Totals	1	\$653.69
Account 52330 - Street , Alley, and Sewer Material			
334 - Irving Materials, INC	20-15th & Lincoln-Class A Stone Ash-6 cy-8/30/18	10/05/2018	609.00
334 - Irving Materials, INC	20-Lincoln & 15th-Class A Stone Ash-4 cy-8/28/18	10/05/2018	406.00
334 - Irving Materials, INC	20-15th & Grant-Class A Stone Ash-3 cy-9/6/18	10/05/2018	304.50
334 - Irving Materials, INC	20-214 E. 15th-Class A Stone Ash-3.5 cy-9/4/18	10/05/2018	355.25
	Account 52330 - Street , Alley, and Sewer Material Totals	4	\$1,674.75
Account 52340 - Other Repairs and Maintenance			
294 - All-Phase Electric Supply, INC	20-traffic signal supplies-150 HPS Ballast Quad	10/05/2018	76.49
290 - James H Drew, Corporation	20-Signal Repair Installation Hawk 19th & Dunn	10/05/2018	5,163.00
	Account 52340 - Other Repairs and Maintenance Totals	2	\$5,239.49
Account 52420 - Other Supplies			
409 - Black Lumber Co. INC	20-hand tools for signals-cush grip, striping, nose	10/05/2018	64.83
409 - Black Lumber Co. INC	20-1 gallon tank sprayer	10/05/2018	19.99
409 - Black Lumber Co. INC	20-2 gal back saver sprayer	10/05/2018	77.97
409 - Black Lumber Co. INC	20-Pavement/Sign Crew-cable tie wht 14" 100 pc	10/05/2018	9.99
409 - Black Lumber Co. INC	20-Pavement Marking crew-DIB blue striping	10/05/2018	23.96
313 - Fastenal Company	20-earplugs, safety gloves, spray paint	10/05/2018	32.91
394 - Kleindorfer Hardware & Variety	20-oil dry-10	10/05/2018	114.90
394 - Kleindorfer Hardware & Variety	20-o-rings, cups, shovels	10/05/2018	38.78
394 - Kleindorfer Hardware & Variety	20-hex key set, propane, tape measures	10/05/2018	62.46
394 - Kleindorfer Hardware & Variety	20-tap bolts, hex nuts	10/05/2018	6.08
	Account 52420 - Other Supplies Totals	10	\$451.87
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	02-PW Divisions-cell phone charges 8/12-9/11/18	09/24/2018	181.81



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Vendor	Invoice Description	Payment Date	Invoice Amount
		Account 53210 - Telephone Totals	1 <u>\$181.81</u>
Account 53250 - Pagers			
332 - Indiana Paging Network, INC	20-Pagers for Snow Control-October 2018	10/05/2018	86.76
		Account 53250 - Pagers Totals	1 <u>\$86.76</u>
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-9/5/18	10/05/2018	21.43
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-9/12/18	10/05/2018	21.43
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel services-9/12/18	10/05/2018	25.10
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel services-9/5/18	10/05/2018	26.39
		Account 53920 - Laundry and Other Sanitation Services Totals	4 <u>\$94.35</u>
Account 53950 - Landfill			
52226 - Hoosier Transfer Station-3140	20-Disposal Fee for Sweeper Dump Haulings-8/20/18	10/05/2018	1,799.60
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	20-Disposal Fee for Tree Limbs-23 loads-8/2-8/29/18 BC 2016-51	10/05/2018	460.00
		Account 53950 - Landfill Totals	2 <u>\$2,259.60</u>
Account 53990 - Other Services and Charges			
902 - Indiana Underground Plant Protection Service, INC	20-811 tickets-July 2018-1,001	10/05/2018	950.95
		Account 53990 - Other Services and Charges Totals	1 <u>\$950.95</u>
		Program 200000 - Main Totals	26 <u>\$11,593.27</u>
		Department 20 - Street Totals	26 <u>\$11,593.27</u>
		Fund 451 - Motor Vehicle Highway(S0708) Totals	26 <u>\$11,593.27</u>
Fund 452 - Parkina Facilities(S9502)			
Department 26 - Parkina			
Program 260000 - Main			
Account 52240 - Fuel and Oil			
177 - Indiana Oxygen Company, INC	02-Pkg Garages-propane tanks-4	10/05/2018	93.12
177 - Indiana Oxygen Company, INC	02-Pkg Garages-propane tanks-Acetylene, small HP	10/05/2018	33.42
		Account 52240 - Fuel and Oil Totals	2 <u>\$126.54</u>
Account 52340 - Other Repairs and Maintenance			
6378 - ANN-KRISS, LLC	26-Morton St Garage Stairwell Painting-30% complete	10/05/2018	2,790.00
32 - Cassidy Electrical Contractors, INC	02-Walnut St Garage-replaced ol wallpack w/new	10/05/2018	238.95
321 - Harrell Fish, INC	02-4th St Garage-AC repair	10/05/2018	552.40
		Account 52340 - Other Repairs and Maintenance Totals	3 <u>\$3,581.35</u>
Account 52420 - Other Supplies			
4964 - The Toledo Ticket Co	26-Pkg Garages-Thermal Stock Tickets w/ Disclaimer	10/05/2018	426.27



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Vendor	Invoice Description	Payment Date	Invoice Amount
		Account 52420 - Other Supplies Totals	1 \$426.27
Account 53170 - Mat. Fee, Consultants, and Workshops 6197 - CE Solutions, INC	26-Pkg Garages-structural survey roofs-services thru 8/15/18	BC 2018-66 10/05/2018	10,520.00
		Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	1 \$10,520.00
Account 53210 - Telephone 13969 - AT&T Mobility II, LLC	02-Pkg Garages-phone charges 8/12-9/11/18	09/24/2018	103.79
		Account 53210 - Telephone Totals	1 \$103.79
Account 53610 - Building Repairs 4443 - The Sherwin Williams Company 4443 - The Sherwin Williams Company	02-Pkg Garages-paint-9/10/18	10/05/2018	461.94
	02-Pkg Garages-paint-9/11/18	10/05/2018	585.54
		Account 53610 - Building Repairs Totals	2 \$1,047.48
Account 53650 - Other Repairs 6378 - ANN-KRISS, LLC	26-Morton St Garage SE Stairwell Painting	BC 2018-68 10/05/2018	2,000.00
4443 - The Sherwin Williams Company	02-Pkg Garages-credit overpayment on invoice	10/05/2018	(64.76)
		Account 53650 - Other Repairs Totals	2 \$1,935.24
Account 54420 - Purchase of Equipment 6545 - Advanced Technologies in Electrical & Com (ATEC)	02-Morton St Garage-install fiber line from garage to	10/05/2018	5,763.00
		Account 54420 - Purchase of Equipment Totals	1 \$5,763.00
		Program 260000 - Main Totals	13 \$23,503.67
		Department 26 - Parking Totals	13 \$23,503.67
		Fund 452 - Parking Facilities(S9502) Totals	13 \$23,503.67
Fund 454 - Alternative Transport(S6301) Department 02 - Public Works Program 020000 - Main Account 46060 - Other Violations Henry Brennan Anya Khachatryan	14-overpayment several pkg citations-on-line & 14-refund overpayment pkg citation #18200202615	10/05/2018 10/05/2018	80.00 20.00
		Account 46060 - Other Violations Totals	2 \$100.00
Account 54310 - Improvements Other Than Building 6300 - Edward & Jones Concrete, INC 18844 - First Financial Bank, N.A.	13-Kinser Pk SW Reconstruction-Inv. Date 4/6/18	10/05/2018	49,985.15
	13-Kinser Pk SW Reconstruction-Escrow-Inv. date	10/05/2018	2,630.80
		Account 54310 - Improvements Other Than Building Totals	2 \$52,615.95
		Program 020000 - Main Totals	4 \$52,715.95



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	Department 02 - Public Works Totals	4	\$52,715.95
	Fund 454 - Alternative Transport(S6301) Totals	4	\$52,715.95
Fund 600 - Cum Cap Improvement (CIG)(S2379)			
Department 02 - Public Works			
Program 020000 - Main			
Account 52330 - Street , Alley, and Sewer Material			
365 - Rogers Group, INC	20-#11 stone-14.44 tons-8/23/18	10/05/2018	120.57
	Account 52330 - Street , Alley, and Sewer Material Totals	1	\$120.57
	Program 020000 - Main Totals	1	\$120.57
	Department 02 - Public Works Totals	1	\$120.57
	Fund 600 - Cum Cap Improvement (CIG)(S2379) Totals	1	\$120.57
Fund 601 - Cum Cap Development(S2391)			
Department 02 - Public Works			
Program 020000 - Main			
Account 54110 - Land Purchase			
Mark L Ayers	13-ROW 17th Street Reconstruction	10/05/2018	15,429.00
Mary C Ayers	13-ROW 17th Street Reconstruction	10/05/2018	1,345.00
Timothy W Roualet	13-ROW West 17th Street Reconstruction	10/05/2018	1,845.00
	Account 54110 - Land Purchase Totals	3	\$18,619.00
	Program 020000 - Main Totals	3	\$18,619.00
	Department 02 - Public Works Totals	3	\$18,619.00
	Fund 601 - Cum Cap Development(S2391) Totals	3	\$18,619.00
Fund 730 - Solid Waste (S6401)			
Department 16 - Sanitation			
Program 160000 - Main			
Account 52310 - Building Materials and Supplies			
394 - Kleindorfer Hardware & Variety	19-Sanitation-utility knife, putty	10/05/2018	13.18
	Account 52310 - Building Materials and Supplies Totals	1	\$13.18
Account 52420 - Other Supplies			
248 - Cosner's Ice Company	16-ice for employees-75 7# bags	10/05/2018	108.75
313 - Fastenal Company	16-safety gloves, mix sticks, ear plugs, safety glasses	10/05/2018	406.94
313 - Fastenal Company	16-safety gloves-dipped	10/05/2018	14.62
313 - Fastenal Company	16-mix sticks, safety gloves, gloves-dipped,	10/05/2018	473.09
476 - Southern Indiana Parts, INC (Napa Auto Parts)	16-floor dri-10 bags	10/05/2018	80.00
	Account 52420 - Other Supplies Totals	5	\$1,083.40
Account 53210 - Telephone			



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13969 - AT&T Mobility II, LLC	02-PW Divisions-cell phone charges 8/12-9/11/18	09/24/2018	274.68
	Account 53210 - Telephone Totals	1	<u>\$274.68</u>
Account 53610 - Building Repairs			
392 - Koorsen Fire & Security, INC	19-Sanitation-quarterly bill-fire alarm monitoring-	10/05/2018	93.18
	Account 53610 - Building Repairs Totals	1	<u>\$93.18</u>
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-9/12/18	10/05/2018	7.49
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-9/12/18	10/05/2018	28.86
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-9/19/18	10/05/2018	7.49
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-9/19/18	10/05/2018	34.86
	Account 53920 - Laundry and Other Sanitation Services Totals	4	<u>\$78.70</u>
	Program 160000 - Main Totals	12	<u>\$1,543.14</u>
	Department 16 - Sanitation Totals	12	<u>\$1,543.14</u>
	Fund 730 - Solid Waste (S6401) Totals	12	<u>\$1,543.14</u>
Fund 800 - Risk Management(S0203)			
Department 10 - Legal			
Program 100000 - Main			
Account 52430 - Uniforms and Tools			
6646 - Dennis J Abrams	10-safety shoes	10/05/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-C. Slick-safety shoes	10/05/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-M. Hines-safety shoes	10/05/2018	100.00
54207 - Smith's Shoe Center	10-Safety shoes-R. Hoene, Jr.	10/05/2018	100.00
	Account 52430 - Uniforms and Tools Totals	4	<u>\$400.00</u>
Account 53130 - Medical			
6647 - Jobe Allen Arthur	10-2018 CDL physical reimbursement	10/05/2018	85.00
	Account 53130 - Medical Totals	1	<u>\$85.00</u>
Account 53220 - Postage			
4487 - PMB East, INC (PakMail)	10-Travelers shipping pkg-9/10/18	10/05/2018	28.38
	Account 53220 - Postage Totals	1	<u>\$28.38</u>
Account 53410 - Liability / Casualty Premiums			
1847 - Hylant of Indianapolis, LLC	10-radio equip coverage-policy 1/1/18-1/1/19	10/05/2018	199.00
1847 - Hylant of Indianapolis, LLC	10-public official bond Eric Sandweiss	10/05/2018	75.00
	Account 53410 - Liability / Casualty Premiums Totals	2	<u>\$274.00</u>
	Program 100000 - Main Totals	8	<u>\$787.38</u>
	Department 10 - Legal Totals	8	<u>\$787.38</u>



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Fund 800 - Risk Management(S0203) Totals		8	\$787.38
Fund 801 - Health Insurance Trust			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990 - Other Services and Charges			
18539 - Life Insurance Company Of North America	12-August 2018 LINA \$32,776.15	10/05/2018	4,161.60
17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fee FSA/HSA Gym/Massage for	10/05/2018	1,083.58
Account 53990 - Other Services and Charges Totals		2	<u>\$5,245.18</u>
Account 53990.1278 - Other Services and Charges Disability LTD			
18539 - Life Insurance Company Of North America	12-August 2018 LINA \$32,776.15	10/05/2018	6,423.00
Account 53990.1278 - Other Services and Charges Disability LTD Totals		1	<u>\$6,423.00</u>
Program 120000 - Main Totals		3	<u>\$11,668.18</u>
Department 12 - Human Resources Totals		3	<u>\$11,668.18</u>
Fund 801 - Health Insurance Trust Totals		3	<u>\$11,668.18</u>
Fund 802 - Fleet Maintenance(S9500)			
Department 17 - Fleet Maintenance			
Program 170000 - Main			
Account 52210 - Institutional Supplies			
313 - Fastenal Company	17 - first aid supplies	10/05/2018	23.50
313 - Fastenal Company	17 - first aid supplies	10/05/2018	12.27
Account 52210 - Institutional Supplies Totals		2	<u>\$35.77</u>
Account 52230 - Garage and Motor Supplies			
4693 - Monroe County Tire & Supply, INC	17-tires	10/05/2018	427.47
4693 - Monroe County Tire & Supply, INC	17-tires	10/05/2018	225.75
Account 52230 - Garage and Motor Supplies Totals		2	<u>\$653.22</u>
Account 52240 - Fuel and Oil			
349 - White River Cooperative, INC	17 - Diesel and Unleaded fuels	10/05/2018	20,838.09
349 - White River Cooperative, INC	17 - Diesel and Unleaded fuels	10/05/2018	20,322.56
Account 52240 - Fuel and Oil Totals		2	<u>\$41,160.65</u>
Account 52320 - Motor Vehicle Repair			
409 - Black Lumber Co. INC	17-misc parts	10/05/2018	16.99
244 - Bloomington Ford, INC	17-misc parts	10/05/2018	415.00
244 - Bloomington Ford, INC	17-misc parts	10/05/2018	96.00
244 - Bloomington Ford, INC	17-misc parts	10/05/2018	37.39
244 - Bloomington Ford, INC	17-misc parts	10/05/2018	95.45
244 - Bloomington Ford, INC	17-misc parts	10/05/2018	202.74



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244 - Bloomington Ford, INC	17-misc parts	10/05/2018	409.82
244 - Bloomington Ford, INC	17-misc parts	10/05/2018	3.00
244 - Bloomington Ford, INC	17-misc parts	10/05/2018	257.00
244 - Bloomington Ford, INC	17-misc parts	10/05/2018	286.64
244 - Bloomington Ford, INC	17-misc parts	10/05/2018	91.30
4335 - Circle Distributing, INC	17-misc parts	10/05/2018	303.10
4335 - Circle Distributing, INC	17-misc parts	10/05/2018	31.34
4335 - Circle Distributing, INC	17-misc parts	10/05/2018	843.52
4466 - Clarke Power Services, INC	17-#396 gasket	10/05/2018	26.64
594 - Curry Auto Center, INC	17-misc parts	10/05/2018	486.20
594 - Curry Auto Center, INC	17-misc parts	10/05/2018	101.96
594 - Curry Auto Center, INC	17-#627 ac condensor	10/05/2018	231.63
51827 - Fire Service, INC	17-#335 motor mounts	10/05/2018	129.32
51827 - Fire Service, INC	17-#340 def filter	10/05/2018	59.88
796 - Interstate Battery System of Bloomington, INC	17-batteries	10/05/2018	74.93
796 - Interstate Battery System of Bloomington, INC	17-batteries	10/05/2018	695.06
796 - Interstate Battery System of Bloomington, INC	17-batteries	10/05/2018	147.74
4439 - JX Enterprises, INC	17-#948 brake pedal/valve assy	10/05/2018	553.98
394 - Kleindorfer Hardware & Variety	17-misc parts	10/05/2018	6.80
394 - Kleindorfer Hardware & Variety	17-misc parts	10/05/2018	4.40
5260 - M & K Holding Company	17-stock sensors	10/05/2018	93.16
2974 - MacAllister Machinery Co, INC	17-#458 flashing	10/05/2018	514.05
2974 - MacAllister Machinery Co, INC	17-#458 flashing	10/05/2018	579.09
2974 - MacAllister Machinery Co, INC	17-#458 flashing	10/05/2018	195.60
2974 - MacAllister Machinery Co, INC	17-#458 flashing	10/05/2018	92.85
2974 - MacAllister Machinery Co, INC	17-#657 bearing, window glass and spring	10/05/2018	254.39
2974 - MacAllister Machinery Co, INC	17-#424 seal, sensor and valve	10/05/2018	235.20
2974 - MacAllister Machinery Co, INC	17-#424 seal, sensor and valve	10/05/2018	167.20
6095 - Old Dominion Brush Company, INC	17-stock leafer skirt rubbers	10/05/2018	79.55
6095 - Old Dominion Brush Company, INC	17-#480 roof screen	10/05/2018	657.54
16069 - Palmer Trucks, INC	17-#772 speed sensor	10/05/2018	68.50
786 - Richard's Small Engine, INC	17 - #475 - stock inner tube	10/05/2018	44.00
4547 - Riddle Tractor Sales, INC	17 - #483 clutch bearing and parts	10/05/2018	68.74
19681 - Southeastern Equipment Co, INC	17-#598 hose assys and led markers	10/05/2018	77.99
19681 - Southeastern Equipment Co, INC	17-#598 hose assys and led markers	10/05/2018	143.55
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - August Statement various parts for various	10/05/2018	8,347.18



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5333 - Total Truck Parts, INC	17 - clutch kits for leafer stock	10/05/2018	1,237.00
2096 - West Side Tractor Sales Co.	17-#617 reseal swing door-labor & motor parts	10/05/2018	1,673.49
2096 - West Side Tractor Sales Co.	17 - #454 filters	10/05/2018	112.05
Account 52320 - Motor Vehicle Repair Totals			45
			\$20,248.96
Account 52420 - Other Supplies			
8181 - Lawson Products, INC	17-misc dni parts	10/05/2018	163.66
3286 - Peacetree, INC (PEI Maintenance)	17 - fuel pump parts	10/05/2018	299.55
Account 52420 - Other Supplies Totals			2
			\$463.21
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	02-PW Divisions-cell phone charges 8/12-9/11/18	09/24/2018	40.40
Account 53210 - Telephone Totals			1
			\$40.40
Account 53610 - Building Repairs			
32 - Cassady Electrical Contractors, INC	19-Fleet Maint-replace motor on exhaust fan	10/05/2018	1,659.00
Account 53610 - Building Repairs Totals			1
			\$1,659.00
Account 53620 - Motor Repairs			
2096 - West Side Tractor Sales Co.	17-#617 reseal swing door-labor & motor parts	10/05/2018	1,080.00
Account 53620 - Motor Repairs Totals			1
			\$1,080.00
Account 53650 - Other Repairs			
32 - Cassady Electrical Contractors, INC	19-Fleet Maint-electric service for parts cleaner	10/05/2018	2,751.35
Account 53650 - Other Repairs Totals			1
			\$2,751.35
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels	10/05/2018	15.89
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels	10/05/2018	65.66
Account 53920 - Laundry and Other Sanitation Services Totals			2
			\$81.55
Program 170000 - Main Totals			59
			\$68,174.11
Department 17 - Fleet Maintenance Totals			59
			\$68,174.11
Fund 802 - Fleet Maintenance(\$9500) Totals			59
			\$68,174.11
Fund 804 - Insurance Voluntary Trust			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990.1271 - Other Services and Charges Section 125 - URM- City			
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/24/2018	338.62
17785 - The Howard E. Nyhart Company, INC	12-City URM 2018	09/24/2018	49.48
17785 - The Howard E. Nyhart Company, INC	City URM 2018	09/24/2018	280.52
17785 - The Howard E. Nyhart Company, INC	12-City DDC/City URM	09/25/2018	208.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/26/2018	20.28



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Invoice Date Range
09/24/18 - 10/05/18
Invoice Amount

Vendor	Invoice Description	Payment Date	Amount
17785 - The Howard E. Nyhart Company, INC	12-City URM 2018	09/27/2018	100.00
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals		6	\$996.90
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City			
17785 - The Howard E. Nyhart Company, INC	12-City DDC/City URM	09/25/2018	95.98
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals		1	\$95.98
Account 53990.1273 - Other Services and Charges Term Life			
18539 - Life Insurance Company Of North America	12-August 2018 LINA \$32,776.15	10/05/2018	13,816.87
Account 53990.1273 - Other Services and Charges Term Life Totals		1	\$13,816.87
Account 53990.1277 - Other Services and Charges Disability STD			
18539 - Life Insurance Company Of North America	12-August 2018 LINA \$32,776.15	10/05/2018	8,374.68
Account 53990.1277 - Other Services and Charges Disability STD Totals		1	\$8,374.68
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util			
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/24/2018	46.13
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/26/2018	30.00
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals		2	\$76.13
Account 53990.1283 - Other Services and Charges Health Savings Account			
17785 - The Howard E. Nyhart Company, INC	12-HSA EE Contributions for 2018	09/27/2018	16,260.21
Account 53990.1283 - Other Services and Charges Health Savings Account Totals		1	\$16,260.21
		Program 120000 - Main Totals	12
		Department 12 - Human Resources Totals	12
		Fund 804 - Insurance Voluntary Trust Totals	12
			\$39,620.77
Fund 805 - Unemployment Comp Non-Reverting			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990 - Other Services and Charges			
204 - State Of Indiana	12 Unemployment for June 2018	10/05/2018	687.00
Account 53990 - Other Services and Charges Totals		1	\$687.00
		Program 120000 - Main Totals	1
		Department 12 - Human Resources Totals	1
		Fund 805 - Unemployment Comp Non-Reverting Totals	1
			\$687.00
Fund 978 - City 2016 GO Bond Proceeds			
Department 06 - Controller's Office			
Program 06016B - 2016 B Ped/Signal/Intersection			
Account 54510 - Other Capital Outlays			



Board of Public Works

Claim Register

Invoice Date Range

09/24/18 - 10/05/18

Vendor	Invoice Description	Payment Date	Invoice Amount
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Downtown Curb Ramps PH II-Invoice date 9/7/18 BC 2018-71	10/05/2018	1,941.00
2671 - Hannum, Wagle & Cline Engineering	13-Ped Safety&Access @ Signal Intersections-7/30- Account 54510 - Other Capital Outlays Totals 2	10/05/2018	<u>16,338.71</u> \$18,279.71
	Program 06016B - 2016 B Ped/Signal/Intersection Totals 2		<u>\$18,279.71</u>
Program 06016C - 2016 C Jackson Trail Account 54310 - Improvements Other Than Building 16 - Butler, Fairman & Seufert, INC	13-Jackson Creek Trail PH 2-Design-services 7/1- Account 54310 - Improvements Other Than Building Totals 1	10/05/2018	<u>19,631.00</u> \$19,631.00
	Program 06016C - 2016 C Jackson Trail Totals 1		<u>\$19,631.00</u>
Program 06016D - 2016 D Multi Use Paths Account 54310 - Improvements Other Than Building 7059 - Eagle Ridge Civil Engineering Services, LLC	13-Henderson St. Sidepath-Inv. Date 9/7/18 BC 2017-26	10/05/2018	14,859.45
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Rogers Road Sidepath-Inv. date 9/7/18 BC 2017-28	10/05/2018	17,563.45
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Winslow Avenue Sidepath-Inv. date 9/7/18 BC 2017-27	10/05/2018	12,647.80
	Account 54310 - Improvements Other Than Building Totals 3		<u>\$45,070.70</u>
	Program 06016D - 2016 D Multi Use Paths Totals 3		<u>\$45,070.70</u>
	Department 06 - Controller's Office Totals 6		<u>\$82,981.41</u>
	Fund 978 - City 2016 GO Bond Proceeds Totals 6		<u>\$82,981.41</u>
		275	<u>\$405,754.26</u>



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Invoice Date Range 09/20/18 - 09/20/18

Sales Tax for August 2018

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53990 - Other Services and Charges										
204 - State Of Indiana	August 2018 Sale	18-August Sales Tax	Paid by EFT # 25249		09/20/2018	09/20/2018	09/20/2018		09/20/2018	49.33
Account 53990 - Other Services and Charges Totals								Invoice Transactions 1		\$49.33
Program 060000 - Main Totals								Invoice Transactions 1		\$49.33
Department 06 - Controller's Office Totals								Invoice Transactions 1		\$49.33
Fund 101 - General Fund (S0101) Totals								Invoice Transactions 1		\$49.33
Grand Totals								Invoice Transactions 1		\$49.33



Board of Public Works Claim Register

Invoice Date Range 09/19/18 - 09/19/18

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 52210 - Institutional Supplies										
4574 - John Deere Financial (Rural King)	B56178	01-litter-15 40lb bags-pellet bedding-8/23/18	Paid by Check # 68437		09/19/2018	09/19/2018	09/19/2018		09/19/2018	67.35
4574 - John Deere Financial (Rural King)	B53382	01-litter-15 40lb bags-pellet bedding-8/20/18	Paid by Check # 68437		09/19/2018	09/19/2018	09/19/2018		09/19/2018	67.35
4574 - John Deere Financial (Rural King)	L62832	01-litter-15 40lb bags-pellet bedding-8/27/18	Paid by Check # 68437		09/19/2018	09/19/2018	09/19/2018		09/19/2018	67.35
4574 - John Deere Financial (Rural King)	L63128	01-litter-15 40lb bags-pellet bedding-8/31/18	Paid by Check # 68437		09/19/2018	09/19/2018	09/19/2018		09/19/2018	67.35
4574 - John Deere Financial (Rural King)	B69074	01-litter 15 40lb bags-pellet bedding-9/4/18	Paid by Check # 68437		09/19/2018	09/19/2018	09/19/2018		09/19/2018	67.35
4574 - John Deere Financial (Rural King)	B70069	01-gate round wire 4ft forest gr	Paid by Check # 68437		09/19/2018	09/19/2018	09/19/2018		09/19/2018	89.99
4574 - John Deere Financial (Rural King)	B47276	01-litter-15 40lb bags-pellet bedding-8/14/18	Paid by Check # 68437		09/19/2018	09/19/2018	09/19/2018		09/19/2018	59.85
4574 - John Deere Financial (Rural King)	B42098	01-litter-15 40lb bags-equine fresh pellet	Paid by Check # 68437		09/19/2018	09/19/2018	09/19/2018		09/19/2018	89.85
4549 - Kroger Limited Partnership I	068642	01-Rabbit Food	Paid by Check # 68438		09/19/2018	09/19/2018	09/19/2018		09/19/2018	11.48
								Account 52210 - Institutional Supplies Totals	Invoice Transactions 9	<u>\$587.92</u>
Account 53510 - Electrical Services										
223 - Duke Energy	FACSUM-091318	19-CH/off site facilities-electric summary billing-	Paid by Check # 68436		09/19/2018	09/19/2018	09/19/2018		09/19/2018	1,668.86
								Account 53510 - Electrical Services Totals	Invoice Transactions 1	<u>\$1,668.86</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	ACC-AUG 18'	19-ACC-water/sewer bill-August 2018	Paid by Check # 68428		09/19/2018	09/19/2018	09/19/2018		09/19/2018	434.93
								Account 53530 - Water and Sewer Totals	Invoice Transactions 1	<u>\$434.93</u>
Account 53540 - Natural Gas										
222 - Vectren	50195420-090618	19-ACC-gas bill 8/2-9/6/18	Paid by Check # 68440		09/19/2018	09/19/2018	09/19/2018		09/19/2018	1,313.61
								Account 53540 - Natural Gas Totals	Invoice Transactions 1	<u>\$1,313.61</u>
								Program 010000 - Main Totals	Invoice Transactions 12	<u>\$4,005.32</u>
								Department 01 - Animal Shelter Totals	Invoice Transactions 12	<u>\$4,005.32</u>
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 52430 - Uniforms and Tools										
4574 - John Deere Financial (Rural King)	B71676	19-Facilities Division-2 pair of pants for	Paid by Check # 68437		09/19/2018	09/19/2018	09/19/2018		09/19/2018	219.94
								Account 52430 - Uniforms and Tools Totals	Invoice Transactions 1	<u>\$219.94</u>
Account 53510 - Electrical Services										
223 - Duke Energy	FACSUM-091318	19-CH/off site facilities-electric summary billing-	Paid by Check # 68436		09/19/2018	09/19/2018	09/19/2018		09/19/2018	5,197.95
								Account 53510 - Electrical Services Totals	Invoice Transactions 1	<u>\$5,197.95</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	TMPMTR-AUG 18'	19-Temp Meter Graffiti Team-water/sewer bill-	Paid by Check # 68428		09/19/2018	09/19/2018	09/19/2018		09/19/2018	15.48
208 - City Of Bloomington Utilities	CITYHALL-AUG 18'	19-City Hall-water/sewer bill-August 2018	Paid by Check # 68428		09/19/2018	09/19/2018	09/19/2018		09/19/2018	1,474.27
								Account 53530 - Water and Sewer Totals	Invoice Transactions 2	<u>\$1,489.75</u>
								Program 190000 - Main Totals	Invoice Transactions 4	<u>\$6,907.64</u>
								Department 19 - Facilities Maintenance Totals	Invoice Transactions 4	<u>\$6,907.64</u>
								Fund 101 - General Fund (S0101) Totals	Invoice Transactions 16	<u>\$10,912.96</u>
Fund 103 - Restricted Donations										
Department 06 - Controller's Office										
Program 400102 - Animal Supplies										
Account 52210 - Institutional Supplies										
4549 - Kroger Limited Partnership I	004920	01-rabbit food-parsley, romaine lettuce-8/27/18	Paid by Check # 68438		09/19/2018	09/19/2018	09/19/2018		09/19/2018	9.83
								Account 52210 - Institutional Supplies Totals	Invoice Transactions 1	<u>\$9.83</u>
								Program 400102 - Animal Supplies Totals	Invoice Transactions 1	<u>\$9.83</u>
								Department 06 - Controller's Office Totals	Invoice Transactions 1	<u>\$9.83</u>
								Fund 103 - Restricted Donations Totals	Invoice Transactions 1	<u>\$9.83</u>
Fund 312 - Community Services										
Department 09 - CFRD										
Program 090018 - CBVN										
Account 52420 - Other Supplies										
4549 - Kroger Limited Partnership I	361124	09-Farmers' Market Volunteer Fair--	Paid by Check # 68438		09/19/2018	09/19/2018	09/19/2018		09/19/2018	40.91
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$40.91</u>
								Program 090018 - CBVN Totals	Invoice Transactions 1	<u>\$40.91</u>
								Department 09 - CFRD Totals	Invoice Transactions 1	<u>\$40.91</u>
								Fund 312 - Community Services Totals	Invoice Transactions 1	<u>\$40.91</u>
Fund 401 - Non-Reverting Telecom (S1146)										
Department 25 - Telecommunications										
Program 256000 - Services										
Account 53150 - Communications Contract										
4170 - Comcast Cable Communications, INC	3940NKNSR-090818	28-3940 N Kinser Pike-business cable/internet-	Paid by Check # 68430		09/19/2018	09/19/2018	09/19/2018		09/19/2018	116.01



Board of Public Works Claim Register

Invoice Date Range 09/19/18 - 09/19/18

				Account 53150 - Communications Contract Totals	Invoice Transactions 1				<u>\$116.01</u>
				Program 256000 - Services Totals	Invoice Transactions 1				<u>\$116.01</u>
				Department 25 - Telecommunications Totals	Invoice Transactions 1				<u>\$116.01</u>
				Fund 401 - Non-Reverting Telecom (51146) Totals	Invoice Transactions 1				<u>\$116.01</u>
Fund 450 - Local Road and Street(S0706)									
Department 20 - Street									
Program 200000 - Main									
Account 53520 - Street Lights / Traffic Signals									
223 - Duke Energy	93603608028-9/18	02-10th & Union-traffic signal-elec use 8/7-	Paid by Check # 68431	09/19/2018	09/19/2018	09/19/2018	09/19/2018		35.67
223 - Duke Energy	29703693014-9/18	02-Traffic Signal summary electric bill-bill	Paid by Check # 68432	09/19/2018	09/19/2018	09/19/2018	09/19/2018		2,722.04
223 - Duke Energy	50203725010-9/18	02-Street Light Summary electric bill-bill date	Paid by Check # 68433	09/19/2018	09/19/2018	09/19/2018	09/19/2018		35,161.82
				Account 53520 - Street Lights / Traffic Signals Totals	Invoice Transactions 3				<u>\$37,919.53</u>
				Program 200000 - Main Totals	Invoice Transactions 3				<u>\$37,919.53</u>
				Department 20 - Street Totals	Invoice Transactions 3				<u>\$37,919.53</u>
				Fund 450 - Local Road and Street(S0706) Totals	Invoice Transactions 3				<u>\$37,919.53</u>
Fund 451 - Motor Vehicle Highway(S0708)									
Department 20 - Street									
Program 200000 - Main									
Account 53510 - Electrical Services									
223 - Duke Energy	FACSUM-091318	19-CH/off site facilities-electric summary billing-	Paid by Check # 68436	09/19/2018	09/19/2018	09/19/2018	09/19/2018		410.06
				Account 53510 - Electrical Services Totals	Invoice Transactions 1				<u>\$410.06</u>
Account 53530 - Water and Sewer									
208 - City Of Bloomington Utilities	STREET-AUG 18'	19-Street Dept-water/sewer bill-August	Paid by Check # 68428	09/19/2018	09/19/2018	09/19/2018	09/19/2018		139.59
208 - City Of Bloomington Utilities	TRAFFIC-AUG 18'	19-Traffic Bldg-water/sewer bill-August	Paid by Check # 68428	09/19/2018	09/19/2018	09/19/2018	09/19/2018		37.06
208 - City Of Bloomington Utilities	STFRHYD-AUG 18'	19-Street Dept-Fire Hydrant-water/sewer bill-	Paid by Check # 68428	09/19/2018	09/19/2018	09/19/2018	09/19/2018		41.84
				Account 53530 - Water and Sewer Totals	Invoice Transactions 3				<u>\$218.49</u>
Account 53540 - Natural Gas									
222 - Vectren	52414143-090718	19-Traffic-gas bill 8/7-9/7/18	Paid by Check # 68440	09/19/2018	09/19/2018	09/19/2018	09/19/2018		29.93
222 - Vectren	52418247-090718	19-Street Dept-gas bill 8/7-9/7/18	Paid by Check # 68440	09/19/2018	09/19/2018	09/19/2018	09/19/2018		22.14
				Account 53540 - Natural Gas Totals	Invoice Transactions 2				<u>\$52.07</u>
				Program 200000 - Main Totals	Invoice Transactions 6				<u>\$680.62</u>
				Department 20 - Street Totals	Invoice Transactions 6				<u>\$680.62</u>
				Fund 451 - Motor Vehicle Highway(S0708) Totals	Invoice Transactions 6				<u>\$680.62</u>
Fund 452 - Parking Facilities(S9502)									
Department 26 - Parking									
Program 260000 - Main									
Account 53210 - Telephone									
1079 - AT&T	812334979009-18	02-Pkg Garages-phone charges 8/8-9/7/18-	Paid by Check # 68425	09/19/2018	09/19/2018	09/19/2018	09/19/2018		392.69
				Account 53210 - Telephone Totals	Invoice Transactions 1				<u>\$392.69</u>
Account 53510 - Electrical Services									
223 - Duke Energy	FACSUM-091318	19-CH/off site facilities-electric summary billing-	Paid by Check # 68436	09/19/2018	09/19/2018	09/19/2018	09/19/2018		4,288.24
				Account 53510 - Electrical Services Totals	Invoice Transactions 1				<u>\$4,288.24</u>
Account 53530 - Water and Sewer									
208 - City Of Bloomington Utilities	4thStGar-AUG 18'	19-4th St Garage-water/sewer bill-August	Paid by Check # 68428	09/19/2018	09/19/2018	09/19/2018	09/19/2018		38.91
208 - City Of Bloomington Utilities	MRTNGAR-AUG 18'	19-Morton St. Garage-water/sewer bill-August	Paid by Check # 68428	09/19/2018	09/19/2018	09/19/2018	09/19/2018		27.48
				Account 53530 - Water and Sewer Totals	Invoice Transactions 2				<u>\$66.39</u>
				Program 260000 - Main Totals	Invoice Transactions 4				<u>\$4,747.32</u>
				Department 26 - Parking Totals	Invoice Transactions 4				<u>\$4,747.32</u>
				Fund 452 - Parking Facilities(S9502) Totals	Invoice Transactions 4				<u>\$4,747.32</u>
Fund 730 - Solid Waste (S6401)									
Department 16 - Sanitation									
Program 160000 - Main									
Account 53510 - Electrical Services									
223 - Duke Energy	FACSUM-091318	19-CH/off site facilities-electric summary billing-	Paid by Check # 68436	09/19/2018	09/19/2018	09/19/2018	09/19/2018		222.01
				Account 53510 - Electrical Services Totals	Invoice Transactions 1				<u>\$222.01</u>
Account 53530 - Water and Sewer									
208 - City Of Bloomington Utilities	SANIT-AUG 18'	19-FS#4-water/sewer bill-August 2018	Paid by Check # 68428	09/19/2018	09/19/2018	09/19/2018	09/19/2018		73.46
				Account 53530 - Water and Sewer Totals	Invoice Transactions 1				<u>\$73.46</u>
Account 53540 - Natural Gas									
222 - Vectren	50195440-090518	19-Sanitation-gas bill 8/2-9/5/18	Paid by Check # 68440	09/19/2018	09/19/2018	09/19/2018	09/19/2018		47.96
				Account 53540 - Natural Gas Totals	Invoice Transactions 1				<u>\$47.96</u>
				Program 160000 - Main Totals	Invoice Transactions 3				<u>\$343.43</u>
				Department 16 - Sanitation Totals	Invoice Transactions 3				<u>\$343.43</u>
				Fund 730 - Solid Waste (S6401) Totals	Invoice Transactions 3				<u>\$343.43</u>
Fund 802 - Fleet Maintenance(S9500)									
Department 17 - Fleet Maintenance									



Board of Public Works Claim Register

Invoice Date Range 09/19/18 - 09/19/18

Program **170000 - Main**
 Account **53510 - Electrical Services**
 223 - Duke Energy

FACSUM-091318	19-CH/off site facilities- electric summary billing-	Paid by Check # 68436	09/19/2018	09/19/2018	09/19/2018	09/19/2018	176.40
Account 53510 - Electrical Services Totals						Invoice Transactions 1	<u>\$176.40</u>

Account **53530 - Water and Sewer**
 208 - City Of Bloomington Utilities

FLEET-AUG 18'	19-Fleet Maint- water/sewer bill-Auqust	Paid by Check # 68428	09/19/2018	09/19/2018	09/19/2018	09/19/2018	104.18
Account 53530 - Water and Sewer Totals						Invoice Transactions 1	<u>\$104.18</u>

Account **53540 - Natural Gas**
 222 - Vectren

51863666- 090718	19-Fleet Maint-gas bill 8/7-9/7/18	Paid by Check # 68440	09/19/2018	09/19/2018	09/19/2018	09/19/2018	49.43
Account 53540 - Natural Gas Totals						Invoice Transactions 1	<u>\$49.43</u>

Program 170000 - Main Totals						Invoice Transactions 3	<u>\$330.01</u>
Department 17 - Fleet Maintenance Totals						Invoice Transactions 3	<u>\$330.01</u>
Fund 802 - Fleet Maintenance(\$9500) Totals						Invoice Transactions 3	<u>\$330.01</u>
Grand Totals						Invoice Transactions 40	<u>\$55,100.62</u>

REGISTER OF SPECIAL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/5/2018	Bank Fees				405,754.26
9/19/2018	Claims				55,100.62
	Sp Utility Cks				
	Month Of September HSA/WorkComp/MT & Gym/CIGNA				
9/20/2018	Sales Tax For August 2018				49.33
					<u>460,904.21</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 460,904.21

Dated this _____ day of _____ year of 20_____.

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

Fiscal Office_____