

# **Board of Public Works Meeting**

## **July 19, 2022**



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

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

**AGENDA**  
**BOARD OF PUBLIC WORKS**  
**July 19, 2022**

A Regular Meeting of the Board of Public Work will be held Tuesday, July 19, 2022 at 5:30 p.m. in the Council Chambers of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana and via Zoom by using the following link:

<https://bloomington.zoom.us/j/85914514015?pwd=WnMlS3VkbXFmbFpwO3FSSDhYdHkrUT09>

**Meeting ID: 859 1451 4015 Passcode: 886757**

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

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

**I. MESSAGES FROM BOARD MEMBERS**

**II. PETITIONS & REMONSTRANCES**

**III. TITLE VI ENFORCEMENT**

**1. Abatement at 2216 S. Laurelwood**

**IV. CONSENT AGENDA**

- 1. Approval of Minutes June 05 , 2022**
- 2. Addendum to Centerstone Cooperative Services Agreement**
- 3. Resolution 2022-48; Renew Mobile Vendor in Public Right-of-Way; Kona Ice Truck #2**
- 4. Resolution 2022-49; Renew Mobile Vendor in Public Right-of-Way; Uno Mas Taco Truck**
- 5. Noise Permit; TD's CDs and LPs Employee Appreciation Picnic**
- 6. Noise Permit; Dr. Wrasse Memorial Bike 4 Fitness**
- 7. Resolution 2022-50; Supermarket Pop-Up**
- 8. Resolution 2022-51; Student Involvement Fair**
- 9. Resolution 2022-53; WFHB Block Rocker**
- 10. Resolution 2022-54; Banneker Center Summer Block Party**
- 11. Approval of Payroll**

**V. NEW BUSINESS**

- 1. Amendment #1 to Agreement with American Structurepoint, Inc. for On-Call Traffic Engineering Services**
- 2. Addendum #1 to Preliminary Engineering Contract with Bynum Fanyo & Associates, Inc. for the Adams Street Sidewalk Project**
- 3. LPA-Consulting Contract with VS Engineering for Right-of-Way Services for the 1<sup>st</sup> Street Reconstruction Project from Fairview St. to College Ave.**
- 4. Construction Inspection Contract with Crossroad Engineers, PC for the B-Line Extension Project**
- 5. Lane Closure Request from Centerpoint Energy on W. 17<sup>th</sup> Street (July 20, 2022-August 31, 2022)**
- 6. Street and Alley Closure Request from Renascent, Inc. on N. Dunn Street (August 29, 2022 – September 12, 2022) and N. Grant Street (August 01, 2022-August 13, 2022)**
- 7. Contract with Indiana Sign & Barricade for Pavement Marking Services**
- 8. Contract with Air Technology Solutions of Delaware, LLC for Air Filtration System at the Fire Department Logistics & Training Center**

**VI. STAFF REPORTS & OTHER BUSINESS**

**VII. APPROVAL OF CLAIMS**

**VIII. ADJOURNMENT**

# Staff Report

**To: Board of Public Works**

**From: Daniel Dixon, Assistant City Attorney**

**Date: July 19, 2022**

**Re: Request to Abate property at 2216 S. Laurelwood Drive, Bloomington, IN**

---

## **Attachments:**

1. NOV Issued 04/28/2022, 05/10/2022, 05/24/2022, 06/09/2022, and 07/06/2022.
2. Photograph(s) of the property
3. GIS property information
4. Order for Abatement (proposed)

## **Facts:**

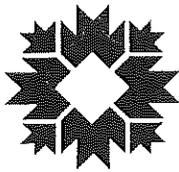
1. Bloomington Municipal Code § 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On 04/28/2022, 05/10/2022, 05/24/2022, 06/09/2022, and 07/06/2022, a City of Bloomington Neighborhood Compliance Officer inspected the property located at 2216 S. Laurelwood Drive, Bloomington, IN (Hereinafter the “Property”) and issued Notice(s) of Violation for excessive growth in violation of BMC § 6.06.050 (Hereinafter the “NOV”).
3. The NOV was/were issued to Chad Sutor (Hereinafter the “Owner”) because he is the Owner of the Property which is in violation of BMC § 6.06.050 in that it contains grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the property is overgrown.
4. The violations have not been corrected and the NOV were not appealed.
5. The NOV were posted in a conspicuous place at the Property in accordance with BMC § 6.06.070(b).
6. The Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC § 6.06.080(b).
7. The abatement order should be continuous.

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

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

## **Staff Recommendation:**

Staff recommends that the property be abated as soon as reasonably possible and that the order be continuous in nature.



# Notice of Violation

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

Date 4-28-22 Time 1:25 Address/location 2216 S. Laurelwood Dr. 47401

Issued by: 208

BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

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

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

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

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

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

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

Fine Due: \$50   \$100   \$150    Warning (No fine due at this time)      Ticket# 50704

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

Comments: Cut all grass on property.

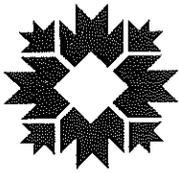
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please make check/money order payable to "The City of Bloomington."** 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 Suter, John Chad  
 Address 2216 S. Laurelwood Dr.  
 City Bloomington State IN.  
 Zip Code 47401

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

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

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



# Notice of Violation

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

Date 5-10-22 Time 9:35 Address/location 2216 S. Laurelwood Dr. 47401

Issued by: 208

BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

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

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

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

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

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

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

Fine Due: \$50   \$100   \$150    Warning (No fine due at this time)      Ticket# 50833

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

Comments: Cut all grass on property

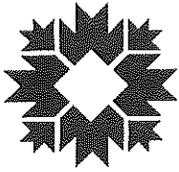
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please make check/money order payable to "The City of Bloomington."** 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 Sutor, John Chad  
 Address 2216 S. Laurelwood Drive  
 City Bloomington State IN  
 Zip Code 47401

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

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

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



# Notice of Violation

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

Date 5-24-22 Time 9:55 Address/location 2216 S. Laurelwood Dr. 47401

Issued by: 208

BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

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

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

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

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

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

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

Fine Due: \$50   \$100   \$150    Warning (No fine due at this time)      Ticket# 51121

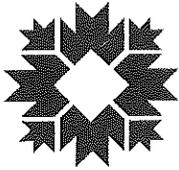
NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: Cut all grass on property.

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please make check/money order payable to "The City of Bloomington." 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 Sator, John Chad  
 Address 2216 S. Laurelwood Dr.  
 City Bloomington State IN.  
 Zip Code 47401

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



# Notice of Violation

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

Date 6-9-22 Time 10:30 Address/location 2216 S. Laurelwood Dr. 47401

Issued by: 208

BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

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

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

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

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

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

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

**Fine Due: \$50**    **\$100**    **\$150**    **Warning (No fine due at this time)**      Ticket# 51309

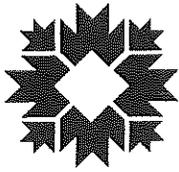
**NOTE: Immediate compliance required** in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: Cut all grass on property.

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please make check/money order payable to "The City of Bloomington."** 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 Sutor, John Chad  
 Address 2216 S. Laurelwood Dr.  
 City Bloomington State IN.  
 Zip Code 47401

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



# 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 7-6-22 Time 2:45 Address/location 2216 S. Laurelwood Dr. 47401

Issued by: 208

BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

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

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

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

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

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

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

Fine Due: \$50 \$100 \$150       Warning (No fine due at this time)      Ticket# 51524

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

Comments: Cut all grass on property.

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address listed above. Please make check/money order payable to "The City of Bloomington." 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 Sutor, John Chad  
 Address 2216 S. Laurelwood Dr  
 City Bloomington State IN.  
 Zip Code 47401

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

BPW:  7-19-22      Mail Copies To: Resident: \_\_\_\_\_ Owner:  Agent: \_\_\_\_\_

# Monroe County, IN

2216 S Laurelwood DR, Bloomington, IN 47401-4598  
53-08-09-420-007.000-009



## Parcel Information

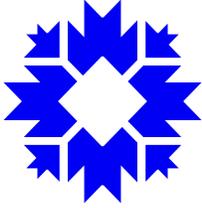
**Parcel Number:** 53-08-09-420-007.000-009  
**Alt Parcel Number:** 015-70002-20  
**Property Address:** 2216 S Laurelwood DR  
Bloomington, IN 47401-4598  
**Neighborhood:** Laurelwood @ Winslow Farms - V  
**Property Class:** 1 Family Dwell - Platted Lot  
**Owner Name:** Sutor, John Chad  
**Owner Address:** 2216 S Laurelwood Dr  
Bloomington, IN 47401  
**Legal Description:** 015-70002-20 LAURELWOOD AT WINSLOW  
FARM; PH 4 LOT 20

## Taxing District

**Township:** PERRY TOWNSHIP  
**Corporation:** MONROE COUNTY COMMUNITY

## Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
9	None	50x0



**City of Bloomington  
Housing and Neighborhood Development**

On 04/28/2022, 05/10/2022, 05/24/2022, 06/09/2022, and 07/06/2022 the Housing & Neighborhood Development Department (HAND) issued tickets for the following violation(s) of the City of Bloomington Municipal Code:

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

This ticket was issued to the property located at 2216 S. Laurelwood Drive .The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation.

**This request is for a continuous abatement through April 28, 2023.**

BPW Meeting Date: 07/19/2022  
Property Owner: Sutor, John Chad  
Address: 2216 S. Laurelwood Drive  
Is this a rental? No  
Agent: N/A  
Address: N/A  
Parcel Number: parcel # 53-08-09-420-007.000-009  
Legal Description: 015-70002-20 Laurelwood at Winslow Farm; PH 4 Lot 20

**City of Bloomington’s Board of Public Works**  
**Order Of Abatement for NOV**  
**(excessive growth)**

This matter is before the Board of Public Works for Abatement of Notice of Violations issued on 04/28/2022, 05/10/2022, 05/24/2022, 06/09/2022, and 07/06/2022 (Hereinafter the “NOV”). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, July 19, 2022.

The Board of Public Works now finds as follows:

1. Chad Sutor (Hereinafter the “Owner”) owns the real estate located at 2216 S Laurelwood Drive, Bloomington, IN, and whose legal description is 015-70002-20 Laurelwood at Winslow Farm; PH 4 Lot 20. (Hereinafter the “Property”).
2. On 04/28/2022, 05/10/2022, 05/24/2022, 06/09/2022, and 07/06/2022, a City of Bloomington Neighborhood Compliance Officer issued NOV after personally observing excessive growth on the Property, in violation of BMC § 6.06.050.
3. The NOV were properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV were not appealed.
5. The violation(s) cited in the NOV were not remedied.
6. Notice of the City’s request to abate the Property 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. The City, via either its employees or a third-party private contractor hired by the City, is authorized to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, the City, via either its employees or a third-party contractor hired by the City, is authorized to enter into and onto the Property to reduce the weeds, grass or noxious plants present on said Property to a height below eight inches and to remove all overgrowth.
2. The City shall bill the Owner for all associated costs of abatement. The Owner shall remit payment in full no later than ten days from receipt of the bill.
3. If the Owner fails to comply with paragraph 2 above, 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 the Property.
4. **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**. The City is hereby authorized to abate any further ordinance violations of Chapter 6.06 of the City of Bloomington Municipal Code at this Property concerning excessive growth without notice or a hearing in front of this Board while this Order remains in effect.

5. **THIS ABATEMENT ORDER SHALL CONTINUE FOR TWELVE MONTHS FROM THE DATE OF THE FIRST NOTICE OF VIOLATION AND EXPIRES ON THE 28<sup>th</sup> DAY OF APRIL, 2023.**
6. Public Works shall notify the Owner of this Order and HAND shall post this Order on the Property at the time of abatement.
7. All appeals from the Board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

**So Ordered this 19<sup>th</sup> Day of July, 2022.**

---

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

The Board of Public Works meeting was held on Tuesday, July 05, 2022 at 5:30 pm in the Council Chambers of City Hall at 401 N. Morton St., Bloomington, Indiana and virtually through Zoom with Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard  
Jennifer Lloyd  
Elizabeth Karon

**ROLL CALL**

City Staff: Adam Wason - Public Works  
April Rosenberger - Public Works  
Daniel Dixon – City Legal  
Beth Cate – City Legal  
Jo Stong - Housing and Neighborhood Development  
Rick Dietz - Information and Technology Services (ITS)  
Holly Warren – Economic & Sustainable Development  
Patrick Dierkes - Engineering  
Paul Kehrberg - Engineering

None

**MESSAGES FROM BOARD MEMBERS**

Daniel Dixon, City Legal, presented Appeal Notices of Violation #51009 and #51132 for Excessive Growth at 1217 W. 6<sup>th</sup> Street. See meeting packet for details.

**PETITIONS & REMONSTRANCES**  
**Appeal Notices of Violation #51009 and #51132 for Excessive Growth at 1217 W. 6<sup>th</sup> Street**

**Public Comment:** Karen Cherrington, appellant, stated her case to appeal the violations.

**Board Comments:** Cox Deckard asked if Ms. Cherrington owned the lot that has the bamboo. Ms. Cherrington said she owns the lot and lives in the home next to it. Wason asked if she had any plans to remove the bamboo. Ms. Cherrington answered that she would like to be able to keep the bamboo because it provides privacy and protection. Wason explained that the expectation is that the bamboo will ultimately be removed entirely. Dixon explained that staff is proposing a 90 day period in order to come up with a plan to remove the bamboo. Karon asked if Ms. Cherrington can be provided with a specific contact in HAND for communications. Karon also asked if the 90 day time period will start now and not from the date of the first Notice of Violation. Wason said John Hewett is the contact for Ms. Cherrington and confirmed the 90 day time frame will start from the date of the motion from the Board and not from the first Notice of Violation.

Karon made a motion to uphold the Notices of Violation #51009 and #51132 for Excessive Growth at 1217 W. 6<sup>th</sup> Street, yet remove the monetary fines. Lloyd seconded. All in favor, motion is passed.

Daniel Dixon, City Legal, presented Appeal Notice of Violation #51369 for Excessive Growth at 4224 E. Penn Court. See meeting packet for details.

**Appeal Notice of Violation #51369  
for Excessive Growth at 4224 E.  
Penn Court**

**Board Comments:** Cox Deckard asked if the plant is edible. Jo Stong, Housing and Neighborhood Development, answered that she looked up the edibility rating on Chinese Bush and it scored a 1 out of 5.

Karon made a motion to uphold Notice of Violation #51369 for Excessive Growth at 4224 E. Penn Court. Lloyd seconded. All in favor, motion is passed.

Jo Stong, Housing and Neighborhood Development, presented Abatement at 2225 S. High Street. See meeting packet for details.

**TITLE VXII ENFORCEMENT  
Abatement at 2225 S. High Street**

**Public Comment:** William Walker Adam, property owner, stated his case to appeal the abatement. Wason agreed to be in contact with Mr. Adam for staff to observe the property. Mr. Adam provided his phone number.

**Board Comment:** None

Karon made a motion to approve the Abatement at 2225 S. High Street. Lloyd seconded. All in favor, motion is passed.

1. Approval of Minutes; June 21, 2022
2. Elders Journey Homecare Adopt-A-Median Partnership Agreement
3. Memorandum of Understanding between City of Bloomington Utilities and Public Works for Cost Sharing in Street Sweeping Study
4. Resolution 2022-44; New Mobile Vendor in Public Right-of-Way, Moon Pennies, LLC.
5. Shared-Use E-Bike Agreement with Lime
6. Acceptance of Public Improvements Associated with Mill Creek Phase II Section I Subdivision
7. Resolution 2022-47; Monroe County History Center's 100 Years of Community
8. Noise Permit; Mother Hubbard's Garden Gala
9. Approval of Payroll

**CONSENT AGENDA**

**Board Comments:** None

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

Rick Dietz, ITS, and Beth Cate, City Legal, presented Resolution 2022-42; Meridian Fiber Project. See meeting packet for details.

**NEW BUSINESS  
Resolution 2022-42; Meridian  
Fiber Project**

**Board Comments:** Lloyd asked about Meridian getting exclusive use of the unused conduit. Cate answered that it isn't exclusive use. The master agreement states others may use the conduit as long as it does not disrupt Meridian's operations in the city and ultimately the cost of maintaining the use of the conduit would then be shared. Lloyd questioned if there was anything to prevent Meridian from coming to

a cost sharing agreement. Cate answered that from conversations with Meridiam, their only concern was to be certain the cost would be split 50/50. Cox Deckard asked if there were other ISPs using the conduit. Dietz said no. Cox Deckard if Smithville could continue to use the fiber without issue. Dietz explained that Smithville's conduit is a parallel infrastructure and they have no desire to utilize the City's conduit. Karon asked if once Meridiam builds out the network, will they be involved in facilitating a relationship with an ISP. Cate answered that they have already partnered with an ISP. Cox Deckard asked how this program differs from other digital equity programs that are already offered by other providers. Dietz explained that the bandwidth is lower with the other programs than what Meridiam is proposing. He also stated that income eligible households typically don't know programs exist and the providers don't market them. Meridiam has committed to having a digital equity coordinator so their program is fully utilized. Cox Deckard asked if the service is limited to internet only. Dietz answered the ISP model is to provide data and not cable television. Scott Layman, Meridiam, explained their focus is getting the highest speed of broadband service on a fiber infrastructure into the homes in Bloomington. Cox Deckard asked if Meridiam is considering covering the remaining 2% of the community that, for whatever reason, is without service. Layman said that is not their focus. Cox Deckard asked if there are any examples of this sort of project and any issues related to them. Layman answered that the most important element in all of the projects he has done is working with the community and using the least disruptive method as much as possible for deployment. Cox Deckard asked what "quiet enjoyment" means. Cate explained that it means that the City won't take action to disrupt or disturb what Meridiam has been granted access to.

Karon made a motion to approve Resolution 2022-42; Meridiam Fiber Project. Lloyd seconded. All in favor, motion is passed.

Lloyd recused herself from the discussion of the Contract with Constellation Stage and Screen for Renovations to the John Waldron Arts Center because she is an employee of Constellation.

**Contract with Constellation Stage and Screen for Renovations to the John Waldron Arts Center**

Holly Warren, Economic & Sustainable Development, presented Contract with Constellation Stage and Screen for Renovations to the John Waldron Arts Center. See meeting packet for details.

Karon asked if the images included in the packet demonstrate what the Center will look like. Warren answered that the images are more of a vision and not final design.

Karon made a motion to approve the Contract with Constellation Stage and Screen for Renovations to the John Waldron Arts Center. Cox Deckard seconded. All in favor, motion is passed with two and one recusal.

Daniel Dixon, City Legal, presented Approve Contract with Haire Construction, LLC for Repairs to Unsafe Structure at 410 S. Highland Ave. See meeting packet for details.

**Approve Contract with Haire Construction, LLC for Repairs to Unsafe Structure at 410 S. Highland Ave.**

**Board Comments:** None

Karon made a motion to approve Contract with Haire Construction, LLC for Repairs

to Unsafe Structure at 410 S. Highland Ave. Lloyd seconded. All in favor, motion is passed.

Daniel Dixon, City Legal, presented Approve Contract with Haire Construction, LLC for Repairs to Unsafe Structure at 708 S. Adams St. See meeting packet for details.

**Board Comments:** None

Karon made a motion to approve Contract with Haire Construction, LLC for Repairs to Unsafe Structure at 708 S. Adams St. Lloyd seconded. All in favor, motion is passed.

Patrick Dierkes, Engineering, presented Construction Inspection Contract with Rundell Ernstberger Associates, Inc., for the Hopewell Phase I East Project. See meeting packet for details.

**Board Comments:** None

Karon made a motion to approve Construction Inspection Contract with Rundell Ernstberger Associates, Inc., for the Hopewell Phase I East Project. Lloyd seconded. All in favor, motion is passed.

Patrick Dierkes, Engineering, presented Addendum #2 to LPA-Consulting Contract with VS Engineering for the 1<sup>st</sup> Street Reconstruction Project from Fairview St. to College Ave. See meeting packet for details.

**Board Comments:** None

Karon made a motion to approve Addendum #2 to LPA-Consulting Contract with VS Engineering for the 1<sup>st</sup> Street Reconstruction Project from Fairview St. to College Ave. Lloyd seconded. All in favor, motion is passed.

Paul Kehrberg, Engineering, presented Request from Reed and Sons Construction for Lane Closures on W. Fountain Dr. (July 11 2022- July 23, 2022). See meeting packet for details.

**Board Comments:** None

Karon made a motion to approve Request from Reed and Sons Construction for Lane Closures on W. Fountain Dr. (July 11 2022- July 23, 2022). Lloyd seconded. All in favor, motion is passed.

Paul Kehrberg, Engineering, presented Request from F.A. Wilhelm Construction for Sidewalk Closures on S. Strong Dr. (July 01- 2022- May 01, 2023). See meeting packet for details.

**Board Comments:** Cox Deckard asked if the public would have access to a contact person in case there are any concerns. Wason answered any concerns could be addressed to Engineering or Public Works.

Karon made a motion to approve Request from F.A. Wilhelm Construction for Sidewalk Closures on S. Strong Dr. (July 01- 2022- May 01, 2023). Lloyd seconded. All in favor, motion is passed.

**Approve Contract with Haire Construction, LLC for Repairs to Unsafe Structure at 708 S. Adams St.**

**Construction Inspection Contract with Rundell Ernstberger Associates, Inc., for the Hopewell Phase I East Project**

**Addendum #2 to LPA-Consulting Contract with VS Engineering for the 1<sup>st</sup> Street Reconstruction Project from Fairview St. to College Ave.**

**Request from Reed and Sons Construction for Lane Closures on W. Fountain Dr. (July 11 2022- July 23, 2022)**

**Request from F.A. Wilhelm Construction for Sidewalk Closures on S. Strong Dr. (July 01- 2022- May 01, 2023)**

Paul Kehrberg, Engineering, presented Request form Lineal Contracting for use of the Right-of-Way in the Stands Neighborhood and along S. Rogers St. (The work on S. Rogers St. will take approximately 45 days. The work in the Stands will take approximately 90 days). See meeting packet for details.

**Request form Lineal Contracting for use of the Right-of-Way in the Stands Neighborhood and along S. Rogers St. (The work on S. Rogers St. will take approximately 45 days. The work in the Stands will take approximately 90 days)**

**Board Comments:** Lloyd asked about the 90 day timeframe going into the beginning of the school year. Kehrberg said the sidewalks would remain open. Karon questioned if the closure on Rogers will be 45 or 70 days. Kehrberg answered that it would be a combined 70 days.

Karon made a motion to approve Request form Lineal Contracting for use of the Right-of-Way in the Stands Neighborhood and along S. Rogers St. (The work on S. Rogers St. will take approximately 45 days. The work in the Stands will take approximately 90 days). Lloyd seconded. All in favor, motion is passed.

Adam Wason, Public Works, presented Change Order #1 to Contract with Strauser Construction for Remodel of FS #5 on behalf of J.D. Boruff. See meeting packet for details.

**Change Order #1 to Contract with Strauser Construction for Remodel of FS #5**

**Board Comments:** None

Karon made a motion to approve Change Order #1 to Contract with Strauser Construction for Remodel of FS #5. Lloyd seconded. All in favor, motion is passed.

None

**STAFF REPORTS AND OTHER BUSINESS**

Karon made a motion to approve Change Order #1 to Contract with Strauser Construction for Remodel of FS #5. Lloyd seconded. All in favor, motion is passed.

**CLAIMS**

Karon made a motion to approve claims in the amount of \$1,005,094.14. Lloyd seconded. All in favor, motion is passed.

Cox Deckard called for adjournment at 7:21 p.m.

**ADJOURNMENT**

Accepted By:

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

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

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

Date:

Attest to:



## Board of Public Works Staff Report

---

<b>Project/Event:</b>	Addendum to Cooperative Services Agreement Program Partnership with Centerstone
<b>Petitioner/Representative:</b>	Department of Public Works
<b>Staff Representative:</b>	April Rosenberger
<b>Meeting Date:</b>	July 19, 2022

---

The Department of Public Works (DPW) entered into a Cooperative Services Agreement Program Partnership with Centerstone. The purpose of the original agreement was to provide well maintained and clean public spaces through a program partnership which allows their clients to work for Centerstone as part of the Brighten B-Town Program.

The original agreement's do not exceed amount was \$220,000. This Addendum will increase the do not exceed amount by \$150,000. When the original do not exceed amount was determined, we underestimated the amount of work we would have for the clients of Centerstone. The do not exceed amount of the original agreement and addendum is \$370,000 for 2022.

---

## City of Bloomington Contract and Purchase Justification Form

Vendor: Centerstone

Contract Amount: \$370,000 (Orig. \$220,000 + Add \$150,000)

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

### PURCHASE INFORMATION

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

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

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

# of Submittals:	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	<input type="checkbox"/>	<input type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	initial award \$100,00 addendum added \$50,000	<input type="checkbox"/>	<input type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

The Department of Public Works (DPW) entered into a Cooperation Services Agreement Program Partnership with Centerstone. The purpose of the original agreement was to provide well maintained and clean public spaces through a program partnership which allows their clients to work for Centerstone as part of the Brighten B-Town Program.

The original agreement's do not exceed amount was \$220,000. This Addendum will increase the do not exceed amount by \$150,000 for a total not to exceed amount of \$370,000.

Adam Wason

---

Print/Type Name

Director

---

Print/Type Title

Department of Public Works

---

Department

**ADDENDUM TO COOPERATIVE SERVICES AGREEMENT**

**Between the  
CITY OF BLOOMINGTON  
And  
CENTERSTONE**

This Addendum increases the not to exceed amount which will allow Centerstone to continue to perform its employment program to support the Brighten B-Town maintenance and beautification efforts Citywide, until December 31, 2022, as follows:

1. On December 7, 2021, the Board of Public Works approved the Cooperative Services Agreement with Centerstone.
2. **Section E. 1. Terms Mutually Agreed to by the Parties to this Agreement** contains a not to exceed cost of \$220,000.00. This Addendum will raise the not to exceed of the entire contract by adding an additional \$150,000.00. The total compensation paid under this Service Agreement shall not exceed \$370,000.00.
3. In all other respects, the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed the day and year last written below:

**CITY OF BLOOMINGTON**

**CENTERSTONE**

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

Kyla Cox Deckard, President  
Board of Public Works

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

Suzanne Koesel, Regional CEO  
Name and Title

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

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

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

Adam Wason, Director  
Public Works Department

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

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

Beth Cate, Corporation Counsel

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

**CITY OF BLOOMINGTON  
COOPERATION SERVICES AGREEMENT  
WITH CENTERSTONE OF INDIANA, INC.**

This Agreement is made and entered into by and between the City of Bloomington Public Works Department (“COB - DPW”) and Centerstone of Indiana, Inc. (“CS”).

WHEREAS, COB - DPW and CS (“the Parties”) desire to cooperate as part of an employment program to support the Brighten B-Town maintenance and beautification efforts Citywide, and

WHEREAS, CS is qualified to perform such services for COB - DPW; and

WHEREAS, COB - DPW is authorized to plan and develop partnerships and contractual arrangements with non-city organizations to ensure delivery of services.

NOW, THEREFORE, the Parties do mutually agree as follows:

**I. Purpose of Agreement**

The purpose of this Agreement is to outline a program partnership, which will provide an opportunity for CS clients to work for CS as part of the Brighten B-Town by combining available resources from each Party to the Agreement.

**II. Duration of Agreement**

This Agreement shall be in effect from the date of signing until December 31, 2022 unless terminated earlier as provided under Section XI.

**III. City of Bloomington Public Works Department Responsibilities**

A. The goal of COB - DPW is to provide well maintained and clean public spaces.

B. COB - DPW agrees to:

1. Define the work areas in the public rights-of-way to be cleaned and maintained under this program which may include: curb painting; vegetation and debris removal; snow removal; general maintenance; cleaning; and other efforts as part of the Brighten B-Town program administered by the Facilities Division of the Public Works Department;
2. COB - DPW shall, under the coordination of the Public Works Director, the Facilities and Operations Manager, the Special Projects and Operations Manager, and the Downtown Specialist COB - DPW coordinate the weekly work plans with CS to be completed during work hours of 9:00 a.m. - 2:00 p.m., Monday - Friday from the execution date through December 31, 2022;
3. Provide on-site training for the CS Brighten B-Town team members on work zone safety, maintenance duties and expectations;

4. Provide maintenance equipment and supplies necessary to maintain the designated rights-of way;
5. Provide personal protection equipment for the CS Brighten B-Town team members; and
6. Pay CS invoiced amounts for labor costs of the COB-DPW and CS Brighten B-Town partnership. Payment shall not to exceed the rate of \$14.01 per hour, plus FICA for CS Brighten B-Town team members, which shall not exceed an aggregate amount of One Hundred Seventy Thousand Dollars (\$170,000.00).
7. Pay CS a lump-sum subsidy of Fifty Thousand Dollars (\$50,000.00) to fund CS administrative support of the Brighten B-Town program during the term of this agreement.
8. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the COB-DPW are at any time not forthcoming or are insufficient, through failure of any entity, including the COB-DPW itself, to appropriate funds or otherwise, then the COB-DPW shall have the right to terminate this Agreement without penalty.

**IV. CENTERSTONE Responsibilities**

- A. The goal of CS is to conduct an employment placement program for Centerstone Brighten B-Town.
- B. CS agrees to:
  1. Conduct hiring interviews, hire, pay, and assume liability/risk coverage for maintenance crews;
  2. Provide up to ten (10) employees Monday through Friday from 7:30 a.m. - 2:30 p.m. to complete cleaning and maintenance tasks as described above;
  3. Invoice COB - DPW monthly for labor costs, plus FICA depending on the positions filled and hours worked, at the rate of \$14.01 per hour for the calendar year 2022;
  4. Provide transportation each day to the agreed upon work sites that are part of the weekly work plans;
  5. Provide a Supervisor to transport and supervise crew on site;
  6. Have substitute workers available to fill in or permanently take a spot on the crew;

7. Address behavioral issues that come up at sites;
8. Complete maintenance log daily per site; and
9. Communicate with designed COB - DPW staff on issues, progress, and supply needs.

**V. Terms Mutually Agreed To By the Parties to this Agreement**

- A. The intent of this Agreement is to document a mutually beneficial partnership between CS and COB - DPW in an amount not to exceed Two Hundred and Twenty Thousand Dollars (\$220,000.00);
- B. The staff and personnel involved in this Agreement will at all times represent the Parties to this Agreement in a professional manner and reflect the commitment of the Parties to quality services and customer satisfaction;
- C. During the performance of any and all Services under this Agreement, CS shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; and c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department of Public Works, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. CS shall provide COB - DPW with a certificate of insurance prior to the commencement of operations under this Agreement. CS and its insurer shall notify COB - DPW within ten (10) days of any insurance cancellation;
- D. The commitment of personnel, facilities, supplies and payments will be honored according to the timetable agreed upon by the Parties;
- E. CS is recognized as having the expertise and experience to hire and supervise the Brighten B-Town work crews safely and effectively. COB - DPW shall have the right to review risk management, agreement terms, and service quality issues;
- F. Municipal Code Sections 6.12.020 and 14.36.090, respectively, prohibit smoking and vaping inside city facilities and the consumption of alcoholic beverages on City property;
- G. Pursuant to Indiana Code Sections 35-47-11.1-2 and -3, the City is prohibited

from enforcing a firearms policy in public parks and City facilities as of July 1, 2011. However, per Indiana Code Section 35-47-11.1-4(10), CS may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned, and the City is hereby authorized to enforce said policy for purposes of this Agreement. If CS implements such a policy, it shall provide a copy of the policy to the City, which shall be attached to this Agreement and incorporated herein by reference;

H. The Parties shall evaluate this Agreement and the services provided hereunder during the month of December 2022; and

**VI. Indemnification and Release**

CS shall release, hold harmless, and indemnify the City of Bloomington, its Public Works Department, and its officers, employees, agents, and assigns (Releasees) from any and all claims which may arise as a result of CS’s activities under this Agreement. This includes claims for personal injury, property damage, or any other type of claim which might be brought against Releasees or CS, or its employees, agents or patrons, by any third party, even if caused by the negligence of Releasees.

**VII. Independent Contractor Status**

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

**VIII. Notices and Representatives**

A. Notice regarding any significant concerns or issues of non-compliance shall be provided to those contacts as follows:

<b>Centerstone</b> Christina L. Murphy 645 S. Rogers St. Bloomington, IN 47403 (812)337-2237	<b>COB - DPW</b> Adam Wason 401 N. Morton Street Bloomington, IN 47404 (812) 349-3410
--	---

B. Representatives for the day-to-day operational implementation of this Agreement are:

<b>Centerstone</b> Christina L. Murphy 645 S. Rogers St. Bloomington, IN 47403 (812) 337-2237	<b>COB - DPW</b> J. D. Boruff, Facilities 812 325-2592
---	--

**IX. Non-Discrimination**

CS shall comply with Bloomington Municipal Code 2.21.020 and all other federal, state

and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

CS understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If CS believes that a City employee engaged in such conduct towards CS and/or any of its employees, CS or its employees may file a complaint with the City department head in charge of the grant and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

**X. Compliance with Laws**

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

**XI. Termination and Modification**

This Agreement may be terminated only upon the mutual written agreement of the Parties. Likewise, the parties may modify any term of this Agreement through mutual written agreement.

**XII. E-Verify**

CS 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). CS shall sign an affidavit, attached as Exhibit A, affirming that CS does not knowingly employ an unauthorized alien. CS shall require any subcontractors performing work under this contract to certify to the CS 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. CS shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

**XIII. Termination**

This Agreement may be terminated only upon the mutual written agreement of the Parties.

**XIV. Integration and Modification**

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between COB-DPW and the CS. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified

only by a written amendment signed by both parties hereto.

**XV. Non-Collusion**

CS is required to certify that it has not, nor has any other member, representative, or agent of CS, 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. CS shall sign an affidavit, attached hereto as Exhibit B, affirming that CS has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

[Signature Page Follows]

Signed and Agreed to this 7<sup>th</sup> day of December, 2021.

DocuSigned by:  
**CENTERSTONE OF INDIANA, INC.**  
*Suzanne Koesel*  
C950BC0AC6BF438...

12/9/2021

Suzanne Koesel, CEO

Date

**CITY OF BLOOMINGTON**

*Adam Wason*  
Adam Wason, Director, COB - DPW

12/7/2021

Date

*Dana Henke*  
Dana Henke, President,  
Board of Public Works

12/7/2021

Date

*Mike Rouker*  
Mike Rouker, City Attorney

12/7/2021

Date



**EXHIBIT B**

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF MONROE        )

**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 December, 2021.

**CENTERSTONE OF INDIANA, INC.**

By: \_\_\_\_\_  
Suzanne Koesel, CEO

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF MONROE    )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed name

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



## Board of Public Works Staff Report

---

**Project/Event:** Mobile Vendor in Right of Way – Resolution No 2022-48  
**Petitioner/Representative:** Warren Stoehler, Owner of Kona Ice of Bloomington - Truck 2  
**Staff Representative:** Susan Coates  
**Meeting Date:** 7/19/2022

---

Kona Ice of Bloomington - Truck 2, by its owner, Warren Stoehler, has applied for a Mobile Vendor License to operate a food truck. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will be selling food via a mobile kitchen and food truck.

This application is for 1 year.

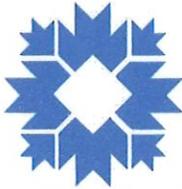
---

Staff is supportive of the request.

Susan Coates

Date: July 5, 2022

KONA ice



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:	Warren Stohler						
Title/Position:	Owner						
Date of Birth:	10/02/1953						
Address:	4610 Hacker Creek Rd						
City, State, Zip:	Martinsville, IN 46151						
E-Mail Address:	wstohler@kona-ice.com						
Phone Number:	317-363-7810			Mobile Phone:	765-610-5934		

### 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:			

7/8 missing proof of ins. sent email ✓ rec'd 7/11

Received in ESD  
JUL 08 2022

#### 4. Company Information

Name of Employer:	Kona Ice of Bloomington				
Address of Employer:	4610 Hacker Creek Rd,				
City, State, Zip:	Martinsville, IN 46151				
Employment Start Date:		End Date (If known):			
Phone Number:	317-363-7810				
Website / Email:					
Company is a:	<input checked="" type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Other:

#### 5. Company Officer Information

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

Name	Address
Warren Stohler	4610 Hacker Creek Rd, Martinsville, IN 46151
Debbie Stohler	4610 Hacker Creek Rd, Martinsville, IN 46151

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

Date of incorporation or organization:	7/25/2016
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**

Planned hours of operation:	When ever we are booked
Place or places where you will conduct business (If private property, attach written permission from property owner):	Where ever we are booked  Food Truck Friday
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 <input type="checkbox"/> No <input checked="" type="checkbox"/>
(If Yes) Provide details	

Type te

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

<input checked="" type="checkbox"/>	A copy of the registration for the vehicle	Attached
<input checked="" type="checkbox"/>	Copy of a valid driver's license	Attached
<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	Attached
<input checked="" type="checkbox"/>	Proof of an independent safety inspection of all vehicles to be used in the business	Attached
<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"> <li>• Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate</li> <li>• Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate</li> </ul>	
<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.	Attached
<input checked="" type="checkbox"/>	A copy of the business's registration with the Indiana Secretary of State.	Attached
<input checked="" type="checkbox"/>	A copy of the Employer Identification Number (EIN)	Attached (FEIN on Retail Merchant Certificate)
<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)	No open flame
<input checked="" type="checkbox"/>	Picture of truck or trailer	Attached
<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	Attached

**For City Of Bloomington Use Only**

Date Received: <i>7/7/22</i>	Received By: <i>Coats</i>	Date Approved:	Approved By:
---------------------------------	------------------------------	----------------	--------------



**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.

Warren Stohler

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

*Warren Stohler*  
\_\_\_\_\_  
Signature

July 5, 2022

\_\_\_\_\_  
Date Release Signed

**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: Warren Stohler

Signature: 

Date: July 5, 2022

**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 Kona Ice of Bloomington, to conduct solicitation  
(Name of mobile vendor)  
within one-block radius of the following Special Event: \_\_\_\_\_  
(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: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

**Mobil Vendor:**

Name: Kona Ice of Bloomington

Signature: \_\_\_\_\_

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

Telephone Number: 317-363-7810

**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

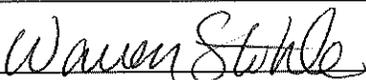
noise is being emitted on a sound level meter operated on the "A" weighting network (scale).

- 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: Warren Stohler

Signature: 

Date: July 5, 2022

# CITY OF BLOOMINGTON

## MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Neal Tire  
INSPECTOR'S NAME Keith Morrow INSPECTOR'S PHONE # 812 876 8286  
DATE OF INSPECTION 7-7-2022  
TAXICAB COMPANY \_\_\_\_\_  
VEHICLE YEAR \_\_\_\_\_ MAKE \_\_\_\_\_ MODEL \_\_\_\_\_  
VIN \_\_\_\_\_

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
FLASHERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
REFLECTORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
HORN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WINDSHIELD WIPERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
MIRRORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
SEATBELTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BUMPER HEIGHT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
ALL WINDOWS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
MUFFLER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
TIRES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BRAKES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DOORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
GENERAL CONDITION OF VEHICLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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.**

State of Indiana  
Office of the Secretary of State

Certificate of Incorporation  
of  
**KONA ICE OF BLOOMINGTON INC**

I, CONNIE LAWSON, Secretary of State, hereby certify that Articles of Incorporation of the above Domestic For-Profit Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, July 25, 2016.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, July 25, 2016

*Connie Lawson*

CONNIE LAWSON  
SECRETARY OF STATE

201607251151112 / 7362997

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



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

# INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 13	AGE 5	ISSUE DATE 01/15/22	PUR DATE 05/10/17	COUNTY 65 - MORGAN	TP R	PL YR 22	PLATE YIZ311	PL TP SP	WEIGHT 11	PR YR 21	LS N	TYPE VA	PRIOR YR PL YIZ311
EXPIRATION DATE 01/31/23		MUNICIPALITY NONE OF THE ABOVE			VEHICLE YEAR 17	MAKE CHE	MODEL EXP	VEHICLE IDENTIFICATION NUMBER 1GB0GRFF2H1208127			TYPE VA	COLOR BLU/	
CURRENT YEAR TAX	EXTAX 121.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 121.00	CO. WHEEL/SUR 25.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 45.35	ADMIN FEE 0.00	TOTAL 191.35				
PRIOR YEAR TAX	EXTAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/SUR 0.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 0.00				

REGISTRATION LICENSE TYPE  
IN GOD WE TRUST NEW FORMAT HIGH DIGIT TRUCK 11,000



LM  
Legal Address  
4610 HACKER CREEK RD  
MARTINSVILLE, IN 46151-9433



STOHLER PROPERTY MANAGEMENT LL  
4610 HACKER CREEK RD  
MARTINSVILLE, IN 46151-9433



317 3/3  
0-

BATCH# 21618121 SEQUENCE# 317 3/3



## REGISTERED RETAIL MERCHANT CERTIFICATE

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

KONA ICE OF BLOOMINGTON INCORPORATED  
4610 HACKER CREEK RD  
MARTINSVILLE IN 46151-9433

FEIN 81-2690958  
LOC ID 0158439155-001  
ISSUED December 02, 2021  
EXPIRES December 31, 2023

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

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



KONA ICE OF BLOOMINGTON INCORPORATED  
4610 HACKER CREEK RD  
MARTINSVILLE IN 46151-9433

*Robert J. Warren*

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN THE LOCATION SHOWN

**INDIANA** OPERATOR LICENSE

DMV.IN.GOV  
PETER L. LACY, COMMISSIONER

4/DOB: 8914-85-0785 6/EXP: 10/02/2026

1/STOHLER  
2/WARREN, EDWARD

3/4610 HACKER CREEK RD  
MARTINSVILLE, IN 46151

4/CLASS: NONE 5/SEX: M 6/HT: 6-11 7/WT: 195 LB  
8/EYES: BLU 9/HAIR: GRN

10/DOB: 10/02/1953 11/ISS: 10/01/2019

12/ID: 11011988900005

DONOR

10/02/53

# Mobile Food Service Establishment License

Monroe County Health Department  
Bloomington, IN 47404-3989  
812-349-2542



KONA ICE MOBILE 2  
WARREN STOHLER  
ART SANCTUARY - 190 N. SYCAMORE  
MARTINSVILLE, IN 46151

2022

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

Issued FEB 07 2022

By *Thomas W. Sharp*

**PERMIT EXPIRES FEBRUARY 28, 2023**

**This License Is Not Transferable to Any Other Individual or Location**

my Driver Records

## my Driver Records

Welcome, WARREN EDWARD STOHLER!

- [View Your Driver Record](#)
- [Official Driver Record](#)
- [Pay Reinstatement Fees Online](#)
- [Renew Your License, Permit or ID Card](#)
- [Add MotorCycle Endorsement](#)
- [View Your Recent Driver Notices](#)
- [Track Your Recent Renewals](#)
- [Replace Your License, Permit or ID Card](#)
- [Schedule Driving Test](#)
- [Your Renewal Date](#)
- [CDL Self-Certify Driver Type](#)
- [Proceed to Checkout](#)

Click to Verify - This site chose VeriSign SSL for secure e-commerce and confidential communications.  
ABOUT SSL CERTIFICATES

### Pending Suspension Information

No Pending Suspensions were found.

### Disqualification Information -- (\* indicates active disqualifications)

Disq ID	Disqualification Reason	Effective Date	Expiration Date	Mail Date	Address ID
7	DISQ/MED/NONCOMPLY	03/02/2012	10/03/2012	03/02/2012	14

### Pending Disqualification Information

No Pending Disqualifications were found.

### Out of State Withdrawal Information

No OOS Withdrawals were found.

### Convictions -- (\* indicates active points)

Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazmat
01/14/2011	0	NON-POINTABLE VIOLATION	09/30/2010	CLINTON CITY COURT / 83H011010IF03301			No	No
02/06/2008	0	NON-POINTABLE VIOLATION	12/17/2007	KNOX SUPERIOR #2 / 42D020801IF000174			No	No
04/07/2006	2	SPEEDING 70/60	02/07/2006	BUNKER HILL TOWN / 52I010602IF107			Yes	No

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

License type: DRIVERS

As of 07/05/2022 4:46 pm  
IINT

License status: VALID

SR22: Not needed

Current points: 0

Endorsements: 2

Pending Endorsements: None

Restrictions: B

Pending Restrictions: None

**Commercial Driver License (CDL) Information:**

CDL Status: Retest

CDL Expires: 10/02/2012 **\*\* Expired \*\***

CDL Class: B

CDL Endorsements: P T

CDL Restrictions: B

**Commercial Learner Permit (CLP) Information:**

CLP Expires: 08/31/2004 **\*\* Expired \*\***

CLP Class: A

CLP Endorsements: PTX

CLP Restrictions: B

CDLIS Status: ELG

Self-Certification Status:

Medical Certificate Status:

**Medical Examiner's Certificate Information:**

Medical Certificate Issue Date:

Medical Certificate Expire Date:

Medical Certificate Restriction Codes:

Medical Examiner's Name:

Medical Examiner's Phone Number:

Medical Examiner's Speciality Code:

Medical Examiner's Jurisdiction:

Medical Examiner's Jurisdiction License Number:

Medical Examiner's FMCSA National Registry Number:

Medical Exemption Effective Date:

Medical Exemption Expiration Date:

SPE Exemption Effective Date:

SPE Exemption Expiration Date:

---

**Suspension Information -- (\* indicates active suspensions)**

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

Susp ID	Type	Suspension Reason	Effective Date	Expiration Date	Mail Date	Address ID	Fee Due
1	Suspension	FAILURE TO APPEAR CASE 83H011010IF03301 CLINTON CITY COURT Phone: (765) 832-9444 Offense: NON-POINTABLE VIOLATION	01/10/2011	01/14/2011	01/10/2011	11	

---

**Pending Suspension Information**

No Pending Suspensions were found.

---

**Disqualification Information -- (\* indicates active disqualifications)**

Disq ID	Disqualification Reason	Effective Date	Expiration Date	Mail Date	Address ID
7	DISQ/MED/NONCOMPLY	03/02/2012	10/03/2012	03/02/2012	14

### Pending Disqualification Information

No Pending Disqualifications were found.

### Out of State Withdrawal Information

No OOS Withdrawals were found.

### Convictions -- (\* indicates active points)

Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazmat
01/14/2011	0	NON-POINTABLE VIOLATION	09/30/2010	CLINTON CITY COURT / 83H011010IF03301			No	No
02/06/2008	0	NON-POINTABLE VIOLATION	12/17/2007	KNOX SUPERIOR #2 / 42D020801IF000174			No	No
04/07/2006	2	SPEEDING 70/60	02/07/2006	BUNKER HILL TOWN / 52I010602IF107			Yes	No

### Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
16	10/03/2019	4610 HACKER CREEK RD	MARTINSVILLE	IN	46151-9433

15	10/03/2012	4610 HACKER CREEK RD	MARTINSVILLE	IN	46151-9433
14	10/06/2011	6448 S BAROUCHE	PENDLETON	IN	46064-8615
12	08/04/2011	6280 S 625 W	PENDLETON	IN	46064-8972
11	11/27/2010	6280 S 625 W	PENDLETON	IN	46064-8972
10	09/14/2009	6280 S 625 W	PENDLETON	IN	46064-8972
9	08/12/2009	6280 S 625 W	PENDLETON	IN	46064-8972
7	09/27/2006	15 S CREEDMOOR WAY	ANDERSON	IN	46011-9019
6	03/02/2004	1777 RACCOON WAY	PENDLETON	IN	46064-8605
5	12/02/1996	5739 S HOBBS DR	ANDERSON	IN	46013
4	12/02/1996	5739 S HOBBS DR	ANDERSON	IN	46013

### Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
16	10/03/2019	4610 HACKER CREEK RD	MARTINSVILLE	IN	46151-9433
15	10/03/2012	4610 HACKER CREEK RD	MARTINSVILLE	IN	46151-9433
13	10/06/2011	6280 S 625 W	PENDLETON	IN	46064-8972
12	08/04/2011	6280 S 625 W	PENDLETON	IN	46064-8972
11	11/27/2010	6280 S 625 W	PENDLETON	IN	46064-8972
8	08/12/2009	15 S CREEDMOOR WAY	ANDERSON	IN	46011-9019
7	09/27/2006	15 S CREEDMOOR WAY	ANDERSON	IN	46011-9019
6	03/02/2004	1777 RACCOON WAY	PENDLETON	IN	46064-8605

### Credential Issuance

Interim Credential Issue Date: 11/1/2019, Expiration Date: 12/1/2019, Reason: DUPLICATE DL, IN-STATE, Control #: 15550463

Issue Date: 11/01/2019, Duplicate License, DRIVERS, Endorsements: 2, Restrictions: B, Expiration Date: 10/02/2026

Interim Credential Issue Date: 10/3/2019, Expiration Date: 11/2/2019, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 15401855

Interim Credential Issue Date: 10/3/2019, Expiration Date: 11/2/2019, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 15401862

Issue Date: 10/03/2019, Renew License, DRIVERS, Endorsements: 2, Restrictions: B, Expiration Date: 10/02/2026

Interim Credential Issue Date: 8/14/2013, Expiration Date: 9/13/2013, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 5041413

Issue Date: 08/14/2013, Renew License, CHAUFFEUR, Endorsements: None, Restrictions: B, Expiration Date: 10/02/2019

Interim Credential Issue Date: 10/3/2012, Expiration Date: 11/2/2012, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 3591959

Issue Date: 10/03/2012, Renew CDL License, DRIVERS (4 Year) NonProb, Endorsements: None, Restrictions: B, Expiration Date: 10/02/2016

Issue Date: 11/27/2010, Amend CDL License, CDL CLASS B, Endorsements: PT, Restrictions: B, Expiration Date: 10/02/2012

Issue Date: 10/01/2008, Renew CDL License, CDL CLASS B, Endorsements: PT, Restrictions: B, Expiration Date: 10/02/2012

Issue Date: 11/21/2006, Amend CDL License, CDL CLASS B, Endorsements: PTH, Restrictions: None, Expiration Date: 10/02/2008

Issue Date: 03/02/2004, Renew License, CDL CLASS B, Endorsements: PTH, Restrictions: B, Expiration Date: 10/02/2008

Issue Date: 02/18/2004, Amend CDL License, CDL CLASS A LEARNER PERMIT, Endorsements: PTX, Restrictions: B, Expiration Date: 08/31/2004

Issue Date: 02/14/2004, Renew CDL Permit, CDL CLASS B LEARNER PERMIT, Endorsements: P, Restrictions: B, Expiration Date: 08/31/2004

Issue Date: 02/16/2004, Duplicate License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 10/02/2004

Issue Date: 10/12/2000, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 10/02/2004

Issue Date: 12/02/1996, Renew License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 10/31/2000

## Remarks

No Remarks were found.

\*\*\*\*\*  
\* End of Driver Record \*  
\*\*\*\*\*

## How to Read an Indiana Bureau of Motor Vehicles (BMV) Official Driver Record

(This legend applies to driver records printed on or after 06/30/2016.)

### Personal Information

- \* First, middle, last name, suffix (if included)
  - \* Street address
- Note: If the driver's address has changed and, therefore, is different than the address listed in the records of the BMV, Indiana law requires the driver to update their address with the BMV.
- \* Birth date & Gender

### Driver's License Information

- \* License Number - unique BMV identification number for each resident with a BMV driver file - (this information is provided only if requestor is authorized to receive)
- \* License Type - type of base license last issued; "Unlicensed" denotes the individual is an Indiana resident, but has not had a driver's license issued in Indiana
- \* License expires - end date of the license validity period
- \* License status - current status of the license or identification; see license status



**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2022-48  
Mobile Vendor in Public Right of Way  
Kona Ice of Bloomington - Truck 2**

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

WHEREAS, Kona Ice of Bloomington - Truck 2 (“Vendor”), is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

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

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

WHEREAS, Vendor desires to be able to use “City property” as defined in Bloomington Municipal Code 4.28.010, which includes public on-street parking, on a temporary and transient basis for the purpose of selling food via a mobile kitchen and food truck; 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 and food truck for 1 year beginning on 07/19/2022, and ending on 7/19/2023.

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

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

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

**RESOLUTION 2022-48**

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

**ADOPTED THIS THE 19th DAY OF JULY, 2022.**

**BOARD OF PUBLIC WORKS:**

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

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

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

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2022-48 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

\_\_\_\_\_  
Warren Stoehler  
Kona Ice of Bloomington - Truck 2

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



## Board of Public Works Staff Report

---

**Project/Event:** Mobile Vendor in Right of Way – Resolution No 2022-49  
**Petitioner/Representative:** Javier Ubaldo Vargas-Romero, Owner of Una Mas Taco Truck  
**Staff Representative:** Susan Coates  
**Meeting Date:** 7/19/2022

---

Una Mas Taco Truck, by its owner, Javier Ubaldo Vargas-Romero, has applied for a Mobile Vendor License to operate a food truck. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will be selling food via a mobile kitchen and food truck.

This application is for 1 year.

---

Staff is supportive of the request.

Susan Coates

UNOMAS Taco Truck

2022-2023

Res # 2022-49



## 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:	JAVIER VARGAS		
Title/Position:	OWNER		
Date of Birth:	04/25/1972		
Address:	919 S ROWLING ROCK DR		
City, State, Zip:	BLOOMINGTON IN 47403		
E-Mail Address:	JVARGAS1425@GMAIL.COM		
Phone Number:		Mobile Phone:	812-272-9543

### 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:	

Received in ESD

JUL 11 2022

#### 4. Company Information

Name of Employer:	UNOMASTACO TRUCK			
Address of Employer:	919 S ROLLING ROCK DR			
City, State, Zip:	BLOOMINGTON IN 47403			
Employment Start Date:		End Date (If known):		
Phone Number:	812-272-9543			
Website / Email:	UNOMASTACOTRUCK@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
JAVIER VARGAS	919 S ROLLING ROCK DR
NUBIA GONZALEZ	919 S ROLLING ROCK DR
ROBERTO VARGAS	919 S ROLLING ROCK DR

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

Date of incorporation or organization:	07/07/2020
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**

Planned hours of operation:		6:00 AM TO 12:00 AM
Place or places where you will conduct business (If private property, attach written permission from property owner):		ONLY IN PUBLIC PLACES WHERE ALLOWED
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 <input type="checkbox"/> No <input checked="" type="checkbox"/>
(If Yes) Provide details		

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

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

**For City Of Bloomington Use Only**

Date Received: Received in ESD	Received By: <i>[Signature]</i>	Date Approved:	Approved By:
-----------------------------------	------------------------------------	----------------	--------------

JUL 11 2022

*[Handwritten note:]* Fire inspection - waiting on Fire Inspection from T. Clapp



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

# INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 13	AGE 14	ISSUE DATE 01/10/22	PUR DATE 05/16/20	COUNTY 53 - MONROE	TP R	PL YR 22	PLATE VTE833	PL TP SP	WEIGHT 11	PR YR 21	LS N	TYPE 4W	PRIOR YR PL VTE833
EXPIRATION DATE 01/31/23		MUNICIPALITY Bloomington			VEHICLE YEAR 08	MAKE TOY	MODEL TUN	VEHICLE IDENTIFICATION NUMBER 5TBBV54118S498172			TYPE 4W	COLOR BLK/	
CURRENT YEAR	TAX 30.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 30.00	CO. WHEEL/SUR 25.00	MUN. WHEEL/SUR 0.00	STATE REQ FEE 45.35	ADMIN FEE 0.00	TOTAL 100.35				
PRIOR YEAR	TAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/SUR 0.00	MUN. WHEEL/SUR 0.00	STATE REQ FEE 0.00	ADMIN FEE 0.00	TOTAL 0.00				
REGISTRATION LICENSE TYPE <b>IN GOD WE TRUST NEW FORMAT HIGH DIGIT TRUCK 11,000</b>													



**IINT**

Legal Address  
919 S ROLLING ROCK DR  
BLOOMINGTON, IN 47403-2120



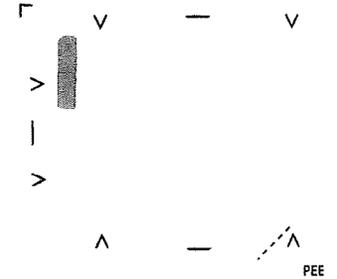
**JAVIER UBALDO VARGAS-ROMERO LL**  
919 S ROLLING ROCK DR  
BLOOMINGTON, IN 47403-2120



605 3/3  
0-

### INSTRUCTIONS FOR APPLYING PLATE DEC

1. Verify plate number and decal match
2. Do not attempt to apply decal if temperature is -10 degrees Fahrenheit.
3. Clean and dry plate before affixing new decal.
4. Remove decal by bending corner of card under along dotted line.
5. Next, lift up corner of decal where card is creased.
6. Decal is fragile peel decal off slowly.
7. Place decal in the upper right corner of your license plate.
8. Rub or press firmly around edges of decal after it is applied.







# Bureau of Motor Vehicles Customer Transaction Receipt

State Form 51717 (R / 4-16)

**Branch:** BLOOMINGTON SST (273)  
1531 S CURRY PIKE  
BLOOMINGTON, IN 47403-2716

**Date:** 7/4/22

**Time:** 10:45:46 am EDT

**Visit ID:** 267113399

**Visit Customer:** ROBERTO VARGAS

### Transactions

<u>Trans ID (PIN)</u>	<u>Trans Type</u>	<u>Trans Subtype</u>	<u>Amount</u>
355960574	Miscellaneous - New Service Sales	New	\$4.00
<b>Subtotal:</b>			<b>\$4.00</b>
<b>Sales/Use Tax:</b>			<b>\$0.00</b>
<b>Credit Applied:</b>			<b>\$0.00</b>
<b>Transaction Fee:</b>			<b>\$0.00</b>
<b>Total :</b>			<b>\$4.00</b>

<b>Payment Method</b>	CREDIT	<b>Amount</b>	\$4.00		
<b>Merchant ID</b>	273SST	<b>Card Type</b>	VISA	<b>Authorization Number</b>	074510
<b>Terminal ID</b>	SST273100	<b>Entry Method</b>	S	<b>Trans Sequence No</b>	160353762
<b>Batch No</b>	0			<b>Account Number</b>	*****6534
<b>Total Due:</b>	<b>\$4.00</b>				
<b>Amount Paid:</b>	<b>\$4.00</b>				
<b>Change Due:</b>	<b>\$0.00</b>				

### \*\*\*IMPORTANT NOTICE\*\*\*

Please allow 14 days to receive your credential and 21 days to receive your title or registration. If you do not receive your credential, title, or registration in the time period provided or have any questions regarding any of these items, visit [www.myBMV.com](http://www.myBMV.com) or call the BMV contact center at 888-692-6841. You will be able to track the progress of your registration or title by using your Transaction ID PIN number listed above and calling 888-692-6841. Please allow 30 days to receive an approved Personalized License Plate.

The \$25 express credential service fee provides prioritized processing and mailing. Occasional delays in verification of an applicant's documents or image are possible, resulting in an extended processing time.

You may renew your motorcycle learner's permit **only one time** for **one year**. If you do not obtain a motorcycle endorsement before the expiration of the renewed motorcycle learner's permit, you must wait one year to apply for a new permit (IC 9-24-8-3).



[www.Facebook.com/inbmv](https://www.facebook.com/inbmv)



[www.Twitter.com/inbmv](https://www.Twitter.com/inbmv)



[www.myBMV.com](http://www.myBMV.com)



# STATE OF INDIANA

Eric J. Holcomb, Governor

## BUREAU OF MOTOR VEHICLES

100 North Senate Avenue  
Indianapolis, Indiana 46204  
Telephone: (888) 692-6841

Joe B. Hoage, Commissioner

### Indiana Official Driver Record

As of 07/04/2022 10:45 am

**\*\* NOTE:** The BMV only retains supporting documentation for a period of 10 years **\*\***

ROBERTO VARGAS  
919 S ROLLING ROCK DR  
BLOOMINGTON, IN 47403-2120

License number: 9370-42-4291  
License type: DRIVERS (4 YR)  
License expires: 11/16/2024  
License status: VALID  
SR22: Not needed

Birth date: 10/17/2003      Gender: MALE

Current points: 4  
Social Security #:

---

**Physical Description:** Height: 5'8"    Weight: 168lbs    Hair color: BROWN    Eye color: BROWN    Donor: N

---

**Endorsements:**    None

---

**Pending Endorsements:**    None

---

**Restrictions:**    CORRECTIVE LENSES

---

**Pending Restrictions:**    None

---

**Suspension Information -- (\* indicates active suspensions)**

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

No Suspensions were found.

---

**Pending Suspension Information**

No Pending Suspensions were found.

---

**Disqualification Information -- (\* indicates active disqualifications)**

No Disqualifications were found.

---

**Pending Disqualification Information**

No Pending Disqualifications were found.

---

**Out of State Withdrawal Information**

No OOS Withdrawals were found.

---

Driver number: 9370-42-4291 ROBERTO VARGAS

DOB: 10/17/2003

Convictions -- (\* indicates active points)

Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazmat
03/21/2022	4[*]	SPEEDING 83/60	03/06/2022	MARTINSVILLE CITY / 55H012203IF000529			No	No

Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
1	10/26/2019	919 S ROLLING ROCK DR	BLOOMINGTON	IN	47403-2120

Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
1	10/26/2019	919 S ROLLING ROCK DR	BLOOMINGTON	IN	47403-2120

Credential Issuance

Issue Date: 05/17/2021, Duplicate License, DRIVERS (4 YR), Endorsements: None, Restrictions: B, Expiration Date: 11/16/2024

Interim Credential Issue Date: 11/10/2020, Expiration Date: 12/10/2020, Reason: NEW ISSUE DL, IN-STATE, Control #: 17153010

Issue Date: 11/10/2020, Issue Drivers, DRIVERS (4 YR), Endorsements: None, Restrictions: B, Expiration Date: 11/16/2024

Issue Date: 05/19/2020, Duplicate Permit, LEARNER PERMIT, Endorsements: None, Restrictions: B, Expiration Date: 11/10/2020

Interim Credential Issue Date: 10/26/2019, Expiration Date: 11/25/2019, Reason: NEW ISSUE DL, IN-STATE, Control #: 15526014

Interim Credential Issue Date: 10/26/2019, Expiration Date: 11/25/2019, Reason: NEW ISSUE DL, IN-STATE, Control #: 15525961

Issue Date: 10/26/2019, Issue Learner, LEARNER PERMIT, Endorsements: None, Restrictions: B, Expiration Date: 11/10/2020

Remarks

No Remarks were found.

\*\*\*\*\*  
\* End of Driver Record \*  
\*\*\*\*\*

# CITY OF BLOOMINGTON

## MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION AMK LLC  
INSPECTOR'S NAME MARTIN MORENO INSPECTOR'S PHONE # 812-606-4649  
DATE OF INSPECTION 07/08/2022  
TAXICAB COMPANY \_\_\_\_\_  
VEHICLE YEAR 2019 MAKE EAGLE MODEL \_\_\_\_\_  
VIN 7FWBE7027K1008064

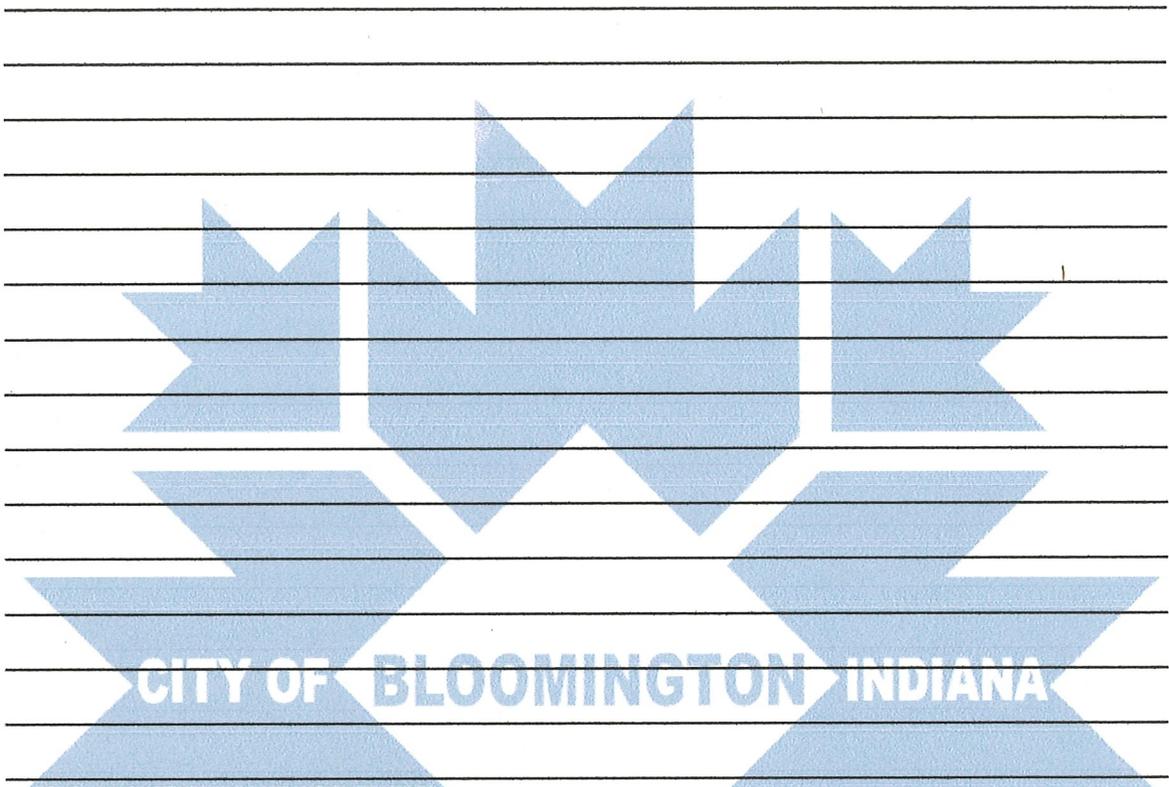
	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	/		
FLASHERS	/		
REFLECTORS	/		
HORN			N/A
WINDSHIELD WIPERS			N/A
MIRRORS			N/A
SEATBELTS			N/A
BUMPER HEIGHT	/		N/A
ALL WINDOWS			N/A
MUFFLER			N/A
TIRES	/		
BRAKES	/		
DOORS	/		
GENERAL CONDITION OF VEHICLE	/		

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

City of Bloomington

10790

Additional Comments by Inspector: \_\_\_\_\_



Inspector Signature Martin Moreno

Date: 07/08/2022

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/08/2022

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

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

<b>PRODUCER</b> Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): (888) 202-3007 FAX (A/C. No): E-MAIL ADDRESS: contact@hiscox.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Hiscox Insurance Company Inc</td> <td>10200</td> </tr> <tr> <td>INSURER B:</td> <td></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> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hiscox Insurance Company Inc	10200	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Hiscox Insurance Company Inc	10200													
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> Uno Mas Taco Truck LLC 919 S Rolling Rock Dr Bloomington, IN 47403														

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			P100.412.853.3	07/23/2022	07/23/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <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) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

**CERTIFICATE HOLDER****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

© 1988-2015 ACORD CORPORATION. All rights reserved.



CINCINNATI OH 45999-0038

In reply refer to: 0235555224  
Aug. 13, 2020 LTR 147C 0  
36-4963255 000000 00  
00001551  
BODC: SB

UND MAS TACO TRUCK LLC  
JAVIER U VARGAS ROMERO MBR  
919 S ROLLING ROCK DR  
BLOOMINGTON IN 47403-2120



012722

Employer identification number: 36-4963255

Dear Taxpayer:

Thank you for your inquiry of June 26, 2020.

Your employer identification number (EIN) is 36-4963255. Please keep this letter in your permanent records. Enter your name and EIN on all federal business tax returns and on related correspondence.

You can get any of the forms or publications mentioned in this letter by visiting our website at [www.irs.gov/forms-pubs](http://www.irs.gov/forms-pubs) or by calling 800-TAX-FORM (800-829-3676).

If you have questions, you can call 800-829-4933.

If you prefer, you can write to us at the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number ( ) \_\_\_\_\_ Hours \_\_\_\_\_

Keep a copy of this letter for your records.

Thank you for your cooperation.

**State of Indiana  
Office of the Secretary of State  
Certified Copies**

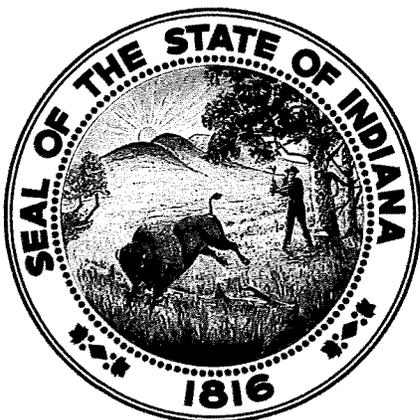
To Whom These Presents Come, Greeting:

I, CONNIE LAWSON, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records and the proper official to execute this certificate.

I further certify that this is a true and complete copy of this 6 page document consisting of the following records filed in this office:

Certification Date: July 07, 2020  
Business Name: UNO MAS TACO TRUCK LLC  
Business ID: 202007061403578

Transaction	Date Filed	No. of pages
Articles of Organization	07/07/2020	3
Articles of Amendment	07/07/2020	3
Total No. of pages		6



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, July 07, 2020

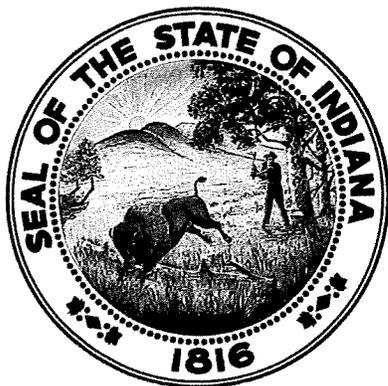
*Connie Lawson*

CONNIE LAWSON  
SECRETARY OF STATE

State of Indiana  
Office of the Secretary of State  
Certificate of Organization  
of  
UNO MAS TACO TRUCK 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 Monday, July 06, 2020.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, July 07, 2020.

*Connie Lawson*

CONNIE LAWSON  
SECRETARY OF STATE

**APPROVED AND FILED**  
**CONNIE LAWSON**  
**INDIANA SECRETARY OF STATE**  
**07/07/2020 08:13 AM**

**ARTICLES OF ORGANIZATION**

Formed pursuant to the provisions of the Indiana Code.

**ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS**

**BUSINESS ID** 202007061403578  
**BUSINESS TYPE** Domestic Limited Liability Company  
**BUSINESS NAME** UNO MAS TACO TRUCK LLC  
**PRINCIPAL OFFICE ADDRESS** 919 S ROLLING ROCK DR, Bloomington, IN, 47403, USA

**ARTICLE II - REGISTERED OFFICE AND ADDRESS**

**REGISTERED AGENT TYPE** Individual  
**NAME** JAVIER U VARGAS ROMERO  
**ADDRESS** 919 S ROLLING ROCK DR, Bloomington, IN, 47403, USA  
**SERVICE OF PROCESS EMAIL**

**ARTICLE III - PERIOD OF DURATION AND EFFECTIVE DATE**

**PERIOD OF DURATION** Perpetual  
**EFFECTIVE DATE** 07/06/2020  
**EFFECTIVE TIME** 04:50PM

**ARTICLE IV - PRINCIPAL(S)**

**TITLE** Member  
**NAME** JAVIER U VARGAS ROMERO  
**ADDRESS** 919 S ROLLING ROCK DR, Bloomington, IN, 47403, USA

**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**  
**07/07/2020 08:13 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 **July 6, 2020.**

**SIGNATURE**

JAVIER U VARGAS ROMERO

**TITLE**

Member

Business ID : 202007061403578

Filing No : 8647081

State of Indiana  
Office of the Secretary of State  
Certificate of Amendment  
of  
**UNO MAS TACO TRUCK LLC**

I, CONNIE LAWSON, Secretary of State, hereby certify that Articles of Amendment 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 Tuesday, July 07, 2020.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, July 07, 2020

*Connie Lawson*

CONNIE LAWSON  
SECRETARY OF STATE

**APPROVED AND FILED**  
**CONNIE LAWSON**  
**INDIANA SECRETARY OF STATE**  
**07/07/2020 12:14 PM**

**ARTICLES OF AMENDMENT**

**ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS**

**BUSINESS ID** 202007061403578  
**BUSINESS TYPE** Domestic Limited Liability Company  
**BUSINESS NAME** UNO MAS TACO TRUCK LLC  
**PRINCIPAL OFFICE ADDRESS** 919 S ROLLING ROCK DR, Bloomington, IN, 47403, USA  
**DATE AMENDMENT WAS ADOPTED** 07/07/2020

**EFFECTIVE DATE**

**EFFECTIVE DATE** 07/07/2020  
**EFFECTIVE TIME** 12:12PM

**ARTICLE I - PRINCIPAL INFORMATION**

**DATE OF ADOPTION** 07/07/2020

**TITLE** Member  
**NAME** JAVIER U VARGAS ROMERO  
**ADDRESS** 919 S ROLLING ROCK DR, Bloomington, IN, 47403, USA

**TITLE** Member  
**NAME** NUBIA GONZALEZ GONZALEZ S  
**ADDRESS** 919 S ROLLING ROCK DR, Bloomington, IN, 47403, USA

**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**  
**07/07/2020 12:14 PM**

**SIGNATURE**

THE MANNER OF THE ADOPTION OF THE ARTICLES OF BUSINESS AMENDMENT CONSTITUTE FULL LEGAL COMPLIANCE WITH THE PROVISIONS OF THE ACT, AND THE ARTICLES OF ORGANIZATION.

THE UNDERSIGNED MANAGER OR MEMBER OF THIS LIMITED LIABILITY COMPANY EXISTING PURSUANT TO THE PROVISIONS OF THE INDIANA BUSINESS FLEXIBILITY ACT DESIRES TO GIVE NOTICE OF ACTION EFFECTUATING BUSINESS AMENDMENT OF CERTAIN PROVISIONS OF ITS 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 **July 7, 2020**.

**SIGNATURE**



JAVIER U VARGAS ROMERO

**TITLE**

owner

Member

Business ID : 202007061403578

Filing No. : 8647829



# REGISTERED RETAIL MERCHANT CERTIFICATE

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

UNO MAS TACO TRUCK  
2361 W RAPPEL AVE  
BLOOMINGTON IN 47404-1769

FEIN 36-4963255  
LOC ID 0170390047-001  
ISSUED July 01, 2022  
EXPIRES July 31, 2024

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

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



UNO MAS TACO TRUCK LLC  
919 S ROLLING ROCK DR  
BLOOMINGTON IN 47403-2120

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN THE LOCATION SHOWN

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

# Prohibited Location Agreement

- € 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: Javier Vargas

Signature: [Handwritten Signature]

Date: 07/08/2022

# STANDARDS OF CONDUCT

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: JAVIER VARGAS

Signature: 

Date: 07/08/2022

**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

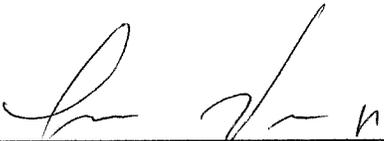
**RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT**

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.

TAVIER VARGAS  
Name, Printed

  
Signature

07/08/2022  
Date Release Signed

**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

**Temporary Food Vendor**

---

**Date:** 07/11/2022

**Business Name:** Uno Mas Taco Truck

**Address:** 919 S ROLLING ROCK DR  
Bloomington, IN 47408

**Phone:** CELL 812-272-9543

**The following permit has been issued:**

**Permit No.** 22-0225

**Type:** FOOD Temporary Vender/Cooking

**Issued Date:** 07/11/2022

**Effective Date:** 07/11/2022

**Expiration Date:** 07/11/2023

It is the business's responsibility to ensure that conditions are in accordance with applicable State and Local fire regulations. Please contact City of Bloomington Fire for more information.



Digitally signed by Tim Clapp  
DN: C=US,  
E=clappt@bloomington.in.gov,  
O=Fire Marshal, OU=City of  
Bloomington Fire, CN=Tim  
Clapp

7/11/2022

---

**Inspector:** Tim Clapp

**Date**



Uno Más

TACO TRUCK

**ServSafe**  
National Restaurant Association

# ServSafe® CERTIFICATION

## JAVIER VARGAS

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).

19097819

CERTIFICATE NUMBER

5480

EXAM FORM NUMBER

3/13/2020

DATE OF EXAMINATION

3/13/2025

DATE OF EXPIRATION

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



#0655



Sherman Brown  
Executive Vice President, National Restaurant Association Solutions



In accordance with Maritime Labour Convention 2006, Resolution ADM N 068-2013 (Regulation 3.2, Standard A3.2).

©2017 National Restaurant Association Educational Foundation (NRAEF). All rights reserved. ServSafe® and the ServSafe logo are trademarks of the NRAEF. National Restaurant Association® and the arc design are trademarks of the National Restaurant Association.

This document cannot be reproduced or altered.  
17110811

v.1711

Contact us with questions at 233 S. Wacker Drive, Suite 3600, Chicago, IL. 60606-6383 or ServSafe@restaurant.org.

ServSafe

# ServSafe CERTIFICATION

## JAVIER VARGAS

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) - Conformance for Food Protection (CFP)

0490

EXAM FORM NUMBER

3/13/2025

DATE OF EXPIRATION

DATE OF EXPIRATION  
Level 1001 only. Check



*[Signature]*

REGISTERED RETAIL MERCHANT CERTIFICATE

INDIANA DEPARTMENT OF REVENUE  
Revenue Administration  
Bloomington, Indiana 47404  
317-232-4312

UNO MAS TACO TRUCK  
2001 W RAPPEL AVE  
BLOOMINGTON, IN 47404-1700

IS AUTHORIZED TO COLLECT INDIANA RETAIL SALES TAX  
AT THE REGISTERED ADDRESS OF OFFICE\* FROM 8/1/2021

000047

UNO MAS TACO TRUCK LLC  
919 S ROLLING ROCK DR  
BLOOMINGTON, IN 47403-2120

MUST BE DISPLAYED BY MERCHANT IN LOCATION SHOWN

ISSUE NUMBER: 00001700 15848

ISSUED: 07/20/2020  
EXPIRES: 07/31/2022

*Robert J. James Jr.*  
COMMISSIONER

### Mobile Food Service Establishment License

Monroe County Health Department  
Bloomington, IN 47404-3989  
812-349-2542

UNO MAS TACO TRUCK  
JAVIER VARGAS  
2001 W. RAPPEL AVE - ONE WORLD  
BLOOMINGTON, IN 47403

**2022**

Issued *[Signature]*  
PERMIT EXPIRES FEBRUARY 28, 2021

This License Is Not Transferable to Any Other Individual or Location

### Mobile Vendor License

City of Bloomington, Indiana

Javier Vargas  
Uno Mas Taco Truck, LLC  
919 S. Rolling Rock Dr  
Bloomington, IN 47403

is hereby licensed on the following dates  
**August 03, 2021 - August 03, 2022**

Said Licensee shall conform in all respects to the requirements  
of the Ordinance of said City of Bloomington

8/13/2021

**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2022-49  
Mobile Vendor in Public Right of Way  
Una Mas Taco Truck**

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

WHEREAS, Una Mas Taco Truck (“Vendor”), is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

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

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

WHEREAS, Vendor desires to be able to use “City property” as defined in Bloomington Municipal Code 4.28.010, which includes public on-street parking, on a temporary and transient basis for the purpose of selling food via a mobile kitchen and food truck; 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 and food truck for 1 year beginning on 08/03/2022, and ending on 8/3/2023.

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

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

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

**RESOLUTION 2022-49**

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

**ADOPTED THIS THE 19th DAY OF JULY, 2022.**

**BOARD OF PUBLIC WORKS:**

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

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

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

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2022-49 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

\_\_\_\_\_  
Javier Ubaldo Vargas-Romero  
Una Mas Taco Truck

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



## Board of Public Works Staff Report

---

**Project/Event:** TD's CDs and LPs Picnic

**Petitioner/Representative:** Wilbur Bewley

**Staff Representative:** April Rosenberger

**Meeting Date:** July 19, 2022

**Event Date:** Friday, August 05, 2022

---

TD's CDs and LPs is hosting a picnic as a customer appreciation event from 3 p.m. to 9 p.m on Friday, August 05, 2022.

DJs will feature records from the shop and from their personal collections for entertainment during the picnic. .



CITY OF BLOOMINGTON

# NOISE PERMIT

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

## Application and Permit Information

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

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

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

## Event and Noise Information

Name of Event:	tds cds and lps picnic		
Location of Event:	sycamore shelter, lower cascades		
Date of Event:	August 5th 2022	Time of Event:	Start: 3:00 pm
Calendar Day of Week:	friday		End: 9:00 pm
Description of Event:	A customer appreciation picnic with deejays		
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit:	

## Applicant Information

Name:	WILBUR BEWLEY		
Organization:	TDS CDS AND LPS	Title:	OWNER
Physical Address:	322. E. KIRKWOOD		
Email Address:	YELLOWBIRD1@PROTONMAIL.COM	Phone Number:	812-322-9920
Signature:	WILBUR BEWLEY	Date:	7/8/22

## FOR CITY OF BLOOMINGTON USE ONLY

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

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



## Board of Public Works Staff Report

---

**Project/Event:** Dr. Wrasse Memorial Bike 4 Fitness

**Petitioner/Representative:** Lisa Wrasse

**Staff Representative:** April Rosenberger

**Meeting Date:** July 19, 2022

---

Bike 4 Fitness is requesting a Noise Permit for their Community Bike Ride at Switchyard Park, which will include announcements over a loud speaker and musical performances. The date of the ride is scheduled for August 06, 2022 from 8:00 am to 1:00 pm with a rain out time scheduled from 5 pm to 9 pm. The Bike 4 Fitness ride will benefit the Riley Children's Fund and the John Wrasse, MD Memorial Scholarship.



CITY OF BLOOMINGTON

# NOISE PERMIT

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

## Application and Permit Information

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

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

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

## Event and Noise Information

Name of Event:	2nd Annual Dr. Wasse Memorial Bike 4 Fitness		
Location of Event:	Switchyard Park main stage		
Date of Event:	Aug. 6, 2022	Time of Event:	Start: 8 AM, with rainout
Calendar Day of Week:	Saturday		End: 1 PM, if start time of 5 PM.
Description of Event:	Family/community Bike ride (not race), which will include announcements and musical entertainment on stage.		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input checked="" type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
Is this a Charity Event?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit:	Riley Children's Fund, AND John Wasse, MD, Memorial Scholarship

## Applicant Information

Name:	Lisa Wasse		
Organization:	Bike 4 Fitness	Title:	co-chair
Physical Address:	3728 S. Bainbridge Dr. Bloomington, IN 47401		
Email Address:	lisawasse@comcast.net	Phone Number:	812-272-7001
Signature:		Date:	3/17/2022

## FOR CITY OF BLOOMINGTON USE ONLY

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

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



## Board of Public Works Staff Report

---

**Project/Event:** Super Market Pop-Up Market

**Petitioner/Representative:** Beck Holladay – Six Ways Markets

**Staff Representative:** April Rosenberger

**Meeting Date:** July 19, 2022

---

Saturday, August 27, 2022 Six Ways Market will be hosting a Super Market Pop-Up Market.

Organizers are requesting the closure of West 9<sup>th</sup> Street from North Walnut Street to North College and the Alley from behind Bloomington Playwrights/Switchyard Brewing Company to the North of W. 9<sup>th</sup> Street beginning at 7 a.m. on Saturday, August 27, 2022, for set up and until 8:00 p.m. on Sunday, August 28, 2022 which will allow for clean up after the event. Super Market Pop-Up Market highlights small businesses by giving them a place to vend and meet people in the community. Super Market Pop-Up Market will include music, local business booths, and food trucks.

A noise permit is also requested as part of this event.

All Businesses have received notice of this event and public meeting for comment.

---



**JOHN HAMILTON  
MAYOR**

**DEPARTMENT OF PUBLIC WORKS  
DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT**

PO Box 100  
Bloomington IN 47402  
**CITY OF BLOOMINGTON**  
401 N Morton St Suite 150

ESD 812.349.3418  
PW 812.349.3410

Greetings from the City of Bloomington!

This application is for approval from the Board of Public Works for Temporary Special Events for the use of public rights of way owned by the City of Bloomington. To assure timely approval by the Board of Public Works to your application we ask that you notify us 3 months in advance.

Applications will not be considered unless all relevant portions of the application have been completed in their entirety. Once a completed application is submitted to the City it will be reviewed by City Staff and will then go before the Board of Public Works for consideration. Once approved by the Board of Public Works, the City retains the right to revoke permission if event becomes a public safety concern.

The Board of Public Works has the sole discretion as to whether or not a special approval shall be granted. If the Board of Public Works issues a special approval for use of public right-of-way the Board may prescribe any reasonable conditions or requirements it deems necessary to minimize the adverse effects upon the Bloomington community, surrounding neighborhoods, or emergency service providers.

If the Board of Public Works issues the special approval, the permit holder shall still abide by all other city, county, state and federal laws.

The City of Bloomington  
Department of Economic and Sustainable Development



**CITY OF BLOOMINGTON**

**SPECIAL EVENT APPLICATION**

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

**1. Applicant Information**

Contact Name:	Beck Holladay		
Contact Phone:	503-705-0884	Mobile Phone:	503-705-0884
Title/Position:	Owner/Event Director		

Organization:	Six Ways Markets		
Address:	127 E 44 <sup>th</sup> St.		
City, State, Zip:	Indianapolis, IN 46205		
Contact E-Mail Address:	<a href="mailto:beckholladay@gmail.com">beckholladay@gmail.com</a>		
Organization E-Mail and URL:	<a href="http://www.sixwaysmarkets.com">www.sixwaysmarkets.com</a>		
Org Phone No:	503-705-0884	Fax No:	N/A

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

Organization Name:	Switchyard Brewing		
Address:	419 N Walnut St.		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	<a href="mailto:dave@switchyardbrewing.com">dave@switchyardbrewing.com</a>		
Phone Number:	812-287-2895	Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

## 3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input checked="" type="checkbox"/> Other (Explain below in Description of Event)
Date(s) of Event:	Pop-Up Market event that will include vendors selling vintage and handmade goods out of 10x10 tents as well as food trucks.

Time of Event:	Date: August 27, 2022 Start: 12pm Date: April 10 <sup>th</sup> , 2022 End: 6pm	
Setup/Tear-down time Needed	Date: August 28, 2022 Start: 9am Date: April 10 <sup>th</sup> , 2022 End: 8pm	
Calendar Day of Week:	Saturday and Sunday	
Description of Event:	Supermarket is a pop-up market event that highlights small businesses by giving them a space to vend and meet with people in the community. The market will utilize 9 <sup>th</sup> St. between Walnut and College as well as the alleyway behind Switchyard (indicated on map) to set up 10x10 vendor tents. The event will incorporate music, however, we will not have live music or a stage, just a small outdoor speaker playing music from an iPod. We plan to bring in 3-4 food trucks or food vendors for the event as well.	
List of Street Closures (If applicable)	9 <sup>th</sup> St. between Walnut and College	
Expected Number of Participants:	40	Expected # of vehicles (Use of Parking Spaces to close): 4

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

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> <li>The starting point shall be clearly marked</li> <li>The ending point shall be clearly marked</li> <li>The number of lanes to be restricted on each road shall be clearly marked</li> <li>Each intersection along the route shall be clearly identified</li> <li>A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: Type 3 barricades and/or law enforcement); and</li> <li>The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<input type="checkbox"/>	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)

<input type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

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

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

<input checked="" type="checkbox"/>	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked <ul style="list-style-type: none"> <li>• The ending point shall be clearly marked</li> <li>• The number of lanes to be restricted on each road shall be clearly marked</li> <li>• Each intersection along the route shall be clearly identified</li> <li>• A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and</li> <li>• The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<input checked="" type="checkbox"/>	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input checked="" type="checkbox"/> Not applicable
<input checked="" type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required      * Determine if Barricades will be required
<input type="checkbox"/>	For larger events, you may be required to submit an Emergency Management Plan for review by the Bloomington Fire and Police Departments
<input type="checkbox"/>	Noise Permit application <input checked="" type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. <b>DEADLINE:</b> To Public Works no later than five days before event.
<input type="checkbox"/>	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

**6. CHECKLIST**

<input type="checkbox"/>	Determine what type of Event
<input type="checkbox"/>	Complete application with attachment <ul style="list-style-type: none"> <li><input type="checkbox"/> Detailed Map</li> <li><input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other)</li> <li><input type="checkbox"/> Maintenance of Traffic Plan</li> <li><input type="checkbox"/> Noise Permit Application (if applicable)</li> <li><input type="checkbox"/> Certificate of Liability Insurance</li> <li><input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable)</li> <li><input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) <input type="checkbox"/> Waste and Recycling Plan (if applicable)</li> </ul>
<input type="checkbox"/>	Date Application will be heard by Board of Public Works (contact ESD at 812-349-3418 for date)

<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	No Parking Signs <input type="checkbox"/> Board of Public Works approved events are provided by Department of Public Works (DPW)  <input type="checkbox"/> Contacted DPW at 812-349-3410 to request and schedule No Parking Signs

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

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

**For City Of Bloomington Use Only**

Date Received:	Received By:	Date Approved:	Approved By:
	Public Works		
	Board of Public Works		
	Bloomington Police		
	Bloomington Fire		
	Economic & Sustainable Development		
	Engineering		
	Office of The Mayor		
	Parking Enforcement		
	Transit		



# NOISE PERMIT

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

## Application and Permit Information

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

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

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

## Event and Noise Information

Name of Event:	SuperMarket		
Location of Event:	9 <sup>th</sup> St. between Walnut St. and College St.		
Date of Event:	August 27 + 28	Time of Event:	Start: 12pm
Calendar Day of Week:	Saturday and Sunday		End: 7pm
Description of Event:	Pop-Up Market event with various vendors utilizing 10x10 tents.		
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit:	

## Applicant Information

Name:	Beck Holladay		
Organization:	Six Ways Markets	Title:	Event Director
Physical Address:	127 E 44 <sup>th</sup> St. Indianapolis, IN 46205		
Email Address:	<a href="mailto:beckholladay@gmail.com">beckholladay@gmail.com</a>	Phone Number:	503-705-0884
Signature:		Date:	1/24/2022

## FOR CITY OF BLOOMINGTON USE ONLY

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

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

Event name: \_\_\_\_\_

Number of expected attendees: \_\_\_\_\_

Number of food vendors: \_\_\_\_\_ Number of other vendors: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

### **EXAMPLE: NOTICE OF PUBLIC MEETING LETTER**

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for\_\_\_\_\_.

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

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

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

BOARD OF PUBLIC WORKS CITY OF BLOOMINGTON, INDIANA

PETITIONER:

DATE:

<b>Contact Information- Other</b>			
	<b><u>Location</u></b>	<b><u>Contact</u></b>	<b><u>Phone Number</u></b>
Maintenance of Traffic Plan	401 N. Morton St. Suite 130 Bloomington, IN	City of Bloomington Planning & Transportation	(812) 349-3423
Monroe County Health Department (Food Handler Permit)	119 W. 7th St. Bloomington, IN	Nicole Wagner	(812) 349-2543
Waste & Recycling Plan	401 N. Morton Street Suite 150	Lauren Travis Economic & Sustainable Development	(812) 349-3837
Bloomington Board of Public Works	401 N. Morton St. Suite 120 Bloomington, IN	April Rosenberger Dept. of Public Works	(812) 349-3411
Bloomington Parks and Recreation Department (Events on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Leslie Brinson Community Events Manager	(812) 349-3700
Bloomington Fire Department	300 E. 4th St. Bloomington, IN	Fire Administration	(812) 332-9763

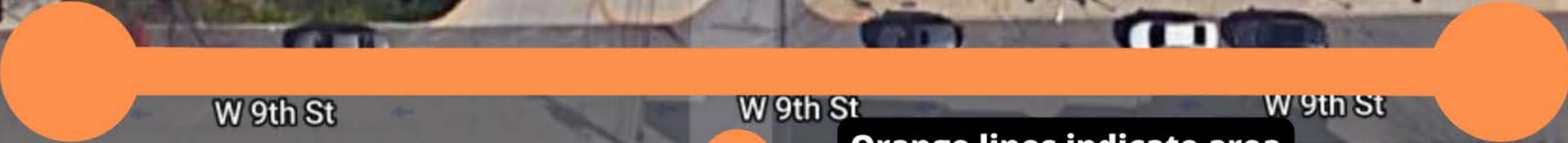
Bloomington Police Department (Parade Permit)	220 E. Third Bloomington, IN	Police Administration	(812) 339-4477
Master Rental	2022 W. 3 <sup>rd</sup> Street Bloomington, IN	Type 3 Barricades	(812) 332-0600
Indiana Traffic Services	3867 N. Commercial Parkway Greenfield, IN 46140	Type 3 Barricades	(317) 891-8065
Monroe County Emergency Management	2800 S. Kirby Road Bloomington, IN		(812)- 349-2546
Department of Homeland Security		Mike Anderson	(317) 409-9510

**Barricades placed OUTSIDE crosswalks to still allow pedestrian crossing on 9th at both ends and use of sidewalks up and down 9th St.**

Water-Filled Jersey Barrier

ROAD CLOSED

ROAD CLOSED



**Orange lines indicate area that we would like to use for the event**

**Parking lot entrance barricaded on 9th St.**



Water-Filled Jersey Barrier

N College Ave

N College Ave

N College Ave

N College Ave

N Walnut St

N Walnut St

N Walnut St

N Walnut St

Big Brothers Big Sisters

Bloomington Playwrights Project

Switchyard Brewing Company

Google

**BOARD OF PUBLIC WORKS  
RESOLUTION 2022-50**

**SUPER MARKET POP-UP**

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

WHEREAS, Six Ways Markets is organizing the Super Market Pop-Up, to take place on Saturday, August 27, 2022 and Sunday, August 28, 2022; and

WHEREAS, Six Ways Markets has requested that the Board of Public Works allow them to close West 9<sup>th</sup> Street to vehicular traffic between North College and North Walnut and the alley from behind Bloomington Playwrights/Switchyard Brewing to the North of West 9<sup>th</sup> Street during the Spring Thing Pop-Up Market; and

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

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

1. The Board of Public Works declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28 and 4.30 of the Bloomington Municipal Code.
2. The City of Bloomington Board of Public Works (hereinafter "City") declares that Six Ways Markets may close West 9<sup>th</sup> Street to vehicular traffic between North College and North Walnut and the alley from behind Bloomington Playwrights/Switchyard Brewing to the North of West 9<sup>th</sup> Street from 7:00 a.m. Saturday, August 27, 2022 until 8:00 p.m. on Sunday, August 28, 2022 for the purpose of staging a pop-up market for the general public.
3. Six Ways Markets shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
4. Six Ways Markets shall be responsible for developing an MUTCD compliant Maintenance of Traffic Plan to be approved by the Engineering Department.
5. Six Ways Markets shall obtain, and place at their own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. Six Ways Markets agrees no closure shall occur before 7 a.m. on Saturday, August 27, 2022, and remove barricades by 8:00 p.m. on Sunday, August 28, 2022.
6. The City of Bloomington will provide and set up jersey style water filled barricades not

before 7 a.m. on August 27, 2022. Jersey style water filled barricades will be removed as part of clean-up.

7. Six Ways Markets will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within this block, cleaning any grease or other food products from the pavement and sidewalks, and removing any “No Parking” signs posted as part of the event.
8. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of 12:00 p.m. and 6:00 p.m. on Saturday, August 27, 2022.
9. Six Ways Markets shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
10. Six Ways Markets shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
11. In consideration for the use of the City’s property and to the fullest extent permitted by law, Six Ways Markets, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively “Claims”) which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
12. \_\_\_\_\_, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 19<sup>th</sup> DAY OF JULY, 2022.

BOARD OF PUBLIC WORKS:

SIX WAYS MARKETS:

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

\_\_\_\_\_  
Signature

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

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

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

\_\_\_\_\_  
Date



## Board of Public Works Staff Report

---

**Project/Event:** Student Involvement Center Fair

**Staff Representative:** April Rosenberger

**Petitioner/Representative:** Alison Miron

**Date of Event:** August 25, 2022

**Date of Meeting:** July 19, 2022

---

**Report:** Student Involvement Center, Division of Student Affairs IU, would like to close 7<sup>th</sup> Street between Woodlawn and Indiana on Thursday, August 25, 2022 with a rain date of Friday, August 26, 2022 from 7:00 a.m. until 10:00 p.m. for the Student Involvement Fair as they have done in the past. The Student Involvement Fair is an annual event that provides students the opportunity to meet with and learn about ways to get involved on campus. The Student Involvement Fair will feature over 300 student organizations in Dunn Meadow, as well as food and a hot air balloon on 7<sup>th</sup> Street. The Student Involvement Fair is free and open to all.



**JOHN HAMILTON  
MAYOR**

**CITY OF BLOOMINGTON**

401 N Morton St Suite 150  
PO Box 100  
Bloomington IN 47402

**DEPARTMENT OF PUBLIC WORKS  
DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT**

ESD 812.349.3418  
PW 812.349.3410

Greetings from the City of Bloomington!

This application is for approval from the Board of Public Works for Temporary Special Events for the use of public rights of way owned by the City of Bloomington. To assure timely approval by the Board of Public Works to your application we ask that you notify us 3 months in advance.

Applications will not be considered unless all relevant portions of the application have been completed in their entirety. Once a completed application is submitted to the City it will be reviewed by City Staff and will then go before the Board of Public Works for consideration. Once approved by the Board of Public Works, the City retains the right to revoke permission if event becomes a public safety concern.

The Board of Public Works has the sole discretion as to whether or not a special approval shall be granted. If the Board of Public Works issues a special approval for use of public right-of-way the Board may prescribe any reasonable conditions or requirements it deems necessary to minimize the adverse effects upon the Bloomington community, surrounding neighborhoods, or emergency service providers.

If the Board of Public Works issues the special approval, the permit holder shall still abide by all other city, county, state and federal laws.

The City of Bloomington  
Department of Economic and Sustainable Development



# SPECIAL EVENT APPLICATION

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

## 1. Applicant Information

Contact Name:	Alicia Milten		
Contact Phone:	812-855-8156	Mobile Phone:	920-419-8782
Title/Position:	Senior Assistant Director for Leadership		
Organization:	Student Involvement + Leadership Center, Division of Student Affairs		
Address:	900 E Seventh Street		
City, State, Zip:	Bloomington, IN 47405		
Contact E-Mail Address:	alimiran@iv-edu		
Organization E-Mail and URL:	sil@indiana.edu	studentaffairs.indiana.edu	
Org Phone No:	812-855-4682	Fax No:	812-855-8967

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

Organization Name:	Big Cheese		
Address:	E. Kirkwood Ave		
City, State, Zip:	Bloomington, IN 47405		
Contact E-Mail Address:	contact@thebigcheese.com		
Phone Number:	812-345-0214	Mobile Phone:	
Organization Name:	Kona Ice		
Address:			
City, State, Zip:	Martinsville, IN 46161		
E-Mail Address:	wstohler@kona-ice.com		
Phone Number:	317-363-7810	Mobile Phone:	
Organization Name:	La Pablana		
Address:	1900 S. Walnut St.		
City, State, Zip:	Bloomington, IN 47402		
E-Mail Address:	lapablana922@gmail.com		
Phone Number:	812-219-8997	Mobile Phone:	

\*all food trucks are not confirmed but working with Indiana Dining to reserve

### 3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input checked="" type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input checked="" type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	Thursday, August 25 <sup>th</sup> Rain delay: Friday, August 26	
Time of Event:	Date: August 25 Start: 4:00 PM Date: Aug 25 End: 7:00 PM	
Setup/Teardown time Needed	Date: Aug 25 Start: 7:00 AM Date: Aug 25 End: 10:00 PM	
Calendar Day of Week:	Thursday	
Description of Event:	Student involvement fair takes place on Dunn Meadow and is a large event to help students get connected to involvement opportunities. There will be about 30 student organizations, departments, community partners along with food trucks and activities.	
List of Street Closures (If applicable)	Seventh Street between Indiana and Woodlawn	
Expected Number of Participants:	2,000	Expected # of vehicles (Use of Parking Spaces to close): N/A

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

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> <li>The starting point shall be clearly marked</li> <li>The ending point shall be clearly marked</li> <li>The number of lanes to be restricted on each road shall be clearly marked</li> <li>Each intersection along the route shall be clearly identified</li> <li>A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: Type 3 barricades and/or law enforcement); and</li> <li>The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<input type="checkbox"/>	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required      * Determine if Barricades will be required
<input type="checkbox"/>	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
<input type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

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

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

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

<input checked="" type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. <b>DEADLINE:</b> To Public Works no later than five days before event.
<input checked="" type="checkbox"/>	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
<input checked="" type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input checked="" type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

## 6.

### CHECKLIST

<input type="checkbox"/>	Determine what type of Event
<input type="checkbox"/>	Complete application with attachment <ul style="list-style-type: none"> <li><input type="checkbox"/> Detailed Map</li> <li><input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other)</li> <li><input type="checkbox"/> Maintenance of Traffic Plan</li> <li><input type="checkbox"/> Noise Permit Application (if applicable)</li> <li><input type="checkbox"/> Certificate of Liability Insurance</li> <li><input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable)</li> <li><input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable)</li> <li><input type="checkbox"/> Waste and Recycling Plan (if applicable)</li> </ul>
<input type="checkbox"/>	Date Application will be heard by Board of Public Works (contact ESD at 812-349-3418 for date)
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	No Parking Signs <ul style="list-style-type: none"> <li><input type="checkbox"/> Board of Public Works approved events are provided by Department of Public Works (DPW)</li> <li><input type="checkbox"/> Contacted DPW at 812-349-3410 to request and schedule No Parking Signs</li> </ul>

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

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

**For City Of Bloomington Use Only**

Date Received:	Received By:	Date Approved:	Approved By:
	Public Works		
	Board of Public Works		
	Bloomington Police		
	Bloomington Fire		
	Economic & Sustainable Development		
	Engineering		
	Office of The Mayor		
	Parking Enforcement		
	Transit		

# Waste and Recycling Management Plan Template

Event name: \_\_\_\_\_

Number of expected attendees: \_\_\_\_\_

Number of food vendors: \_\_\_\_\_

Number of other vendors: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

**EXAMPLE: NOTICE OF PUBLIC MEETING LETTER**

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for \_\_\_\_\_.

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

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

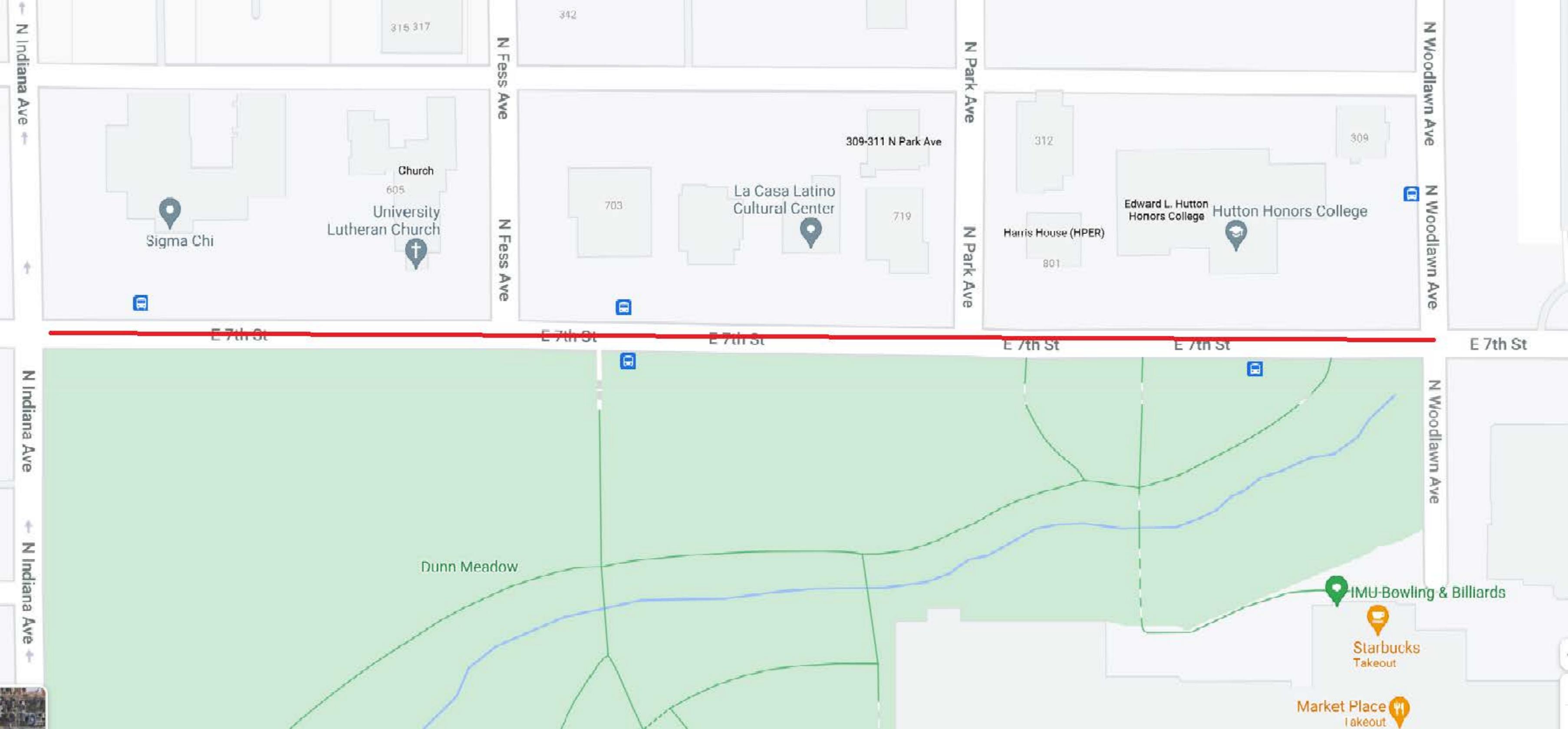
All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone you may call 812.349.3410 or email [public.works@bloomington.in.gov](mailto:public.works@bloomington.in.gov). Written and verbal objections filed with the Board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

BOARD OF PUBLIC WORKS  
CITY OF BLOOMINGTON, INDIANA

PETITIONER:  
DATE:

**Contact Information- Other**

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



N Indiana Ave

N Fess Ave

N Park Ave

N Woodlawn Ave

315-317

342

309-311 N Park Ave

703

719

312

309

Church  
605

University  
Lutheran Church

La Casa Latino  
Cultural Center

Edward L. Hutton  
Honors College  
Hutton Honors College

Sigma Chi

Harris House (HPER)

E 7th St

N Indiana Ave

N Woodlawn Ave

Dunn Meadow

IMU-Bowling & Billiards

Starbucks  
Takeout

Market Place  
Takeout

N Indiana Ave

Search tools

# Student Involvement Fair Plan 2022



Food Trucks

Student Org Tables

Activities

Dunn Meadow

IMU-Bowling & Billiards  
Starbucks Takeout  
Market Place Takeout

**BOARD OF PUBLIC WORKS  
RESOLUTION 2022-51**

**STUDENT INVOLVEMENT FAIR**

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

WHEREAS, Student Involvement Center, Division of Student Affairs IU, has requested use of city streets to conduct a student involvement fair; and

WHEREAS, Student Involvement Center, Division of Student Affairs IU, has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

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

1. The City of Bloomington Board of Public Works agrees that all or a portion of the following City streets may be utilized: E. 7<sup>th</sup> Street between N. Indiana Avenue and N. Woodlawn Avenue.
2. The street closures outlined above are for the purposes of allowing IU Student Involvement Center to provide an event of high quality that is mutually beneficial to participants and the community on Thursday, August 25, 2022 (rain date August 26, 2022).
3. Student Involvement Center, Division of Student Affairs IU shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
4. Student Involvement Center, Division of Student Affairs IU, shall be responsible for developing a Traffic Plan to be approved by the Engineering Department. Student Involvement Center, Division of Student Affairs IU, shall obtain, and place at Student Involvement Center, Division of Student Affairs IU's, own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers for protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. IU Student Involvement Center agrees to close the streets not before 7:00 a.m. on Thursday, August 25, 2022 and to remove barricades and signage by 10:00 p.m. on Thursday, August 25, 2022. Rain Date set for Friday, August 26, 2022.

RESOLUTION 2022-51

5. Student Involvement Center, Division of Student Affairs IU, shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
6. Student Involvement Center, Division of Student Affairs IU, will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any signs posted as part of the event. Cleanup shall be completed by 10:00 p.m. on Thursday, August 25, 2022.
7. By granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
8. The Board of Public Works herein declares the above-described an approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
9. Student Involvement Center, Division of Student Affairs IU, shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
10. In consideration for the use of the City's property and to the fullest extent permitted by law, Student Involvement Center, Division of Student Affairs IU, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
11. \_\_\_\_\_, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 19th DAY OF JULY, 2022.

**BOARD OF PUBLIC WORKS:**

**IU STUDENT INVOLVEMENT CENTER  
REPRESENTATIVE:**

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

\_\_\_\_\_  
Signature

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

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

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

\_\_\_\_\_  
Position



## Board of Public Works Staff Report

---

**Project/Event:** WFHB Community Radio Fundraising Block Party

**Petitioner/Representative:** Jar Turner/WFHB

**Staff Representative:** April Rosenberger

**Meeting Date:** July 19, 2022

---

WFHB is desirous of closing and using parking on W. 4<sup>th</sup> Street from S. College to S. Walnut. WFHB requests the temporary closing of the street, alleys, and parking so it can host a fundraising concert for WFHB Community Radio.

The WFHB Annual Block party and will include a band and food trucks. A Noise Permit Application was included in the application.



**JOHN HAMILTON  
MAYOR**

**CITY OF BLOOMINGTON**

401 N Morton St Suite 150  
PO Box 100  
Bloomington IN 47402

**DEPARTMENT OF PUBLIC WORKS  
DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT**

ESD 812.349.3418  
PW 812.349.3410

Greetings from the City of Bloomington!

This application is for approval from the Board of Public Works for Temporary Special Events for the use of public rights of way owned by the City of Bloomington. To assure timely approval by the Board of Public Works to your application we ask that you notify us 3 months in advance.

Applications will not be considered unless all relevant portions of the application have been completed in their entirety. Once a completed application is submitted to the City it will be reviewed by City Staff and will then go before the Board of Public Works for consideration. Once approved by the Board of Public Works, the City retains the right to revoke permission if event becomes a public safety concern.

The Board of Public Works has the sole discretion as to whether or not a special approval shall be granted. If the Board of Public Works issues a special approval for use of public right-of-way the Board may prescribe any reasonable conditions or requirements it deems necessary to minimize the adverse effects upon the Bloomington community, surrounding neighborhoods, or emergency service providers.

If the Board of Public Works issues the special approval, the permit holder shall still abide by all other city, county, state and federal laws.

The City of Bloomington  
Department of Economic and Sustainable Development



## SPECIAL EVENT APPLICATION

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

### 1. Applicant Information

Contact Name:	Jar Turner		
Contact Phone:	812-323-1200	Mobile Phone:	
Title/Position:	General Manager		
Organization:	WFHB Bloomington Community Radio		
Address:	108 W 4th St.		
City, State, Zip:	Bloomington, IN, 47404		
Contact E-Mail Address:	manager@wfhb.org		
Organization E-Mail and URL:			
Org Phone No:	812-323-1200	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 type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input checked="" type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	August 20th, 2022	
Time of Event:	Date: <sup>8/20/22</sup> Start: 3PM	Date: <sup>8/20/22</sup> End: 11PM
Setup/Teardown time Needed	Date: <sup>8/20/22</sup> Start: 7AM	Date: <sup>8/23/22</sup> End: 2AM
Calendar Day of Week:	Saturday	
Description of Event:	<p>WFHB's Block Rocker 2022 will take place on 4th street between S. Walnut and S. College avenues outside the location of WFHB's studios, in the heart of the performance district in downtown Bloomington,. The entire block will be utilized for this event and it will be open to the public. WFHB believes it is important to create an open and accessible space so that everyone can see live music without financial, physical, or age restrictions. We plan to engage with local funding opportunities, including local businesses, who wish to participate in supporting a music event that is grounded in community-building and the celebration of Bloomington's rich music scene.</p> <p>Ideally, we wish to create a lineup of artists that reflect the diversity of Bloomington. Intentional efforts will be made to reach out to a variety of musicians with the purpose of encouraging all the communities of Bloomington to attend. In addition, we hope to engage with the performance spaces surrounding the immediate area to emphasize the importance of having spaces where local musicians can play.</p> <p>WFHB is working steadily to become a source of support and advancement to non-profit organizations who want to get the word out about their services and need public assistance. By encouraging more community-focused events, like this one, there is the potential for more non-profits of Bloomington to work cooperatively and strengthen their partnerships. WFHB aims to continue these efforts by inviting non-profit organizations to have a presence at this event to promote their varied causes.</p>	
List of Street Closures (If applicable)	West 4th St. between College Ave and South Walnut St.	
Expected Number of Participants:	300	Expected # of vehicles (Use of Parking Spaces to close): 10 spaces

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

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> <li>• The starting point shall be clearly marked</li> <li>• The ending point shall be clearly marked</li> <li>• The number of lanes to be restricted on each road shall be clearly marked</li> <li>• Each intersection along the route shall be clearly identified</li> <li>• A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: Type 3 barricades and/or law enforcement); and</li> <li>• The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<input type="checkbox"/>	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required      * Determine if Barricades will be required
<input type="checkbox"/>	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
<input type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

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

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

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

<input type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. <b>DEADLINE:</b> To Public Works no later than five days before event.
<input type="checkbox"/>	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

## 6. CHECKLIST

<input type="checkbox"/>	Determine what type of Event
<input type="checkbox"/>	Complete application with attachment <ul style="list-style-type: none"> <li><input type="checkbox"/> Detailed Map</li> <li><input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other)</li> <li><input type="checkbox"/> Maintenance of Traffic Plan</li> <li><input type="checkbox"/> Noise Permit Application (if applicable)</li> <li><input type="checkbox"/> Certificate of Liability Insurance</li> <li><input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable)</li> <li><input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable)</li> <li><input type="checkbox"/> Waste and Recycling Plan (if applicable)</li> </ul>
<input type="checkbox"/>	Date Application will be heard by Board of Public Works (contact ESD at 812-349-3418 for date)
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	No Parking Signs <ul style="list-style-type: none"> <li><input type="checkbox"/> Board of Public Works approved events are provided by Department of Public Works (DPW)</li> <li><input type="checkbox"/> Contacted DPW at 812-349-3410 to request and schedule No Parking Signs</li> </ul>

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

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



CITY OF BLOOMINGTON

# NOISE PERMIT

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

## Application and Permit Information

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

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

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

## Event and Noise Information

Name of Event:	WFHB Block Rocker		
Location of Event:	West 4th St. between College Ave and Walnut		
Date of Event:	August 20th, 2022	Time of Event:	Start: 3PM
Calendar Day of Week:	Saturday		End: 11PM
Description of Event:	WFHB's Block Rocker 2022 will take place on 4th street between S. Walnut and S. College avenues outside the location of WFHB's studios, in the heart of the performance district in downtown Bloomington. We plan to engage with local funding opportunities, including local businesses, who wish to participate in supporting a music event that is grounded in community-building and the celebration of Bloomington's rich music scene.		
Source of Noise:	<input checked="" 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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

## Applicant Information

Name:	Jar Turner		
Organization:	WFHB Community Radio Station	Title:	
Physical Address:	108 W. 4th St. Bloomington IN 47404		
Email Address:	manager@wfhb.org	Phone Number:	812-323-1200
Signature:		Date:	5/20/22

## FOR CITY OF BLOOMINGTON USE ONLY

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

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

# Waste and Recycling Management Plan Template

WFHB Block Rocker

Event name: \_\_\_\_\_  
Number of expected attendees: 300  
Number of food vendors: \_\_\_\_\_  
Number of other vendors: 15-20

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

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

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

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

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

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

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

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

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

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

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

**EXAMPLE: NOTICE OF PUBLIC MEETING LETTER**

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for\_\_\_\_\_.

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

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

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

BOARD OF PUBLIC WORKS  
CITY OF BLOOMINGTON, INDIANA

PETITIONER:  
DATE:

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

Road Closed to Thru Traffic sign (Parking Garage Open sign)

Garage entry and exit remains open / doesn't restrict turning onto Walnut

Attendees access food trucks from sidewalk side instead of street

WFHB Block Party boundaries of area

food trucks

water barriers

T = trash/recycling containers

Type 3 barricades

stage

beer

S College Ave

S College Ave

W 4th St

W 4th St

4th Street Garage

Chinese Restaurant

Atlas Ballroom

The Back Door

German American Bank

Google

4th St

& Robertson:  
ery Samuel R

na Legal Services

3rd St

W 3rd St

Firestone C  
AU

E 4th

S Walnut St

S Walnut St

S Walnut St

S Walnut St

Affairs of the  
Sun C  
beer

Sel  
dipity Martini Bar

**BOARD OF PUBLIC WORKS  
RESOLUTION 2022-53**

**WFHB BLOCK PARTY**

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

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

WHEREAS, WFHB is desirous of using and has requested that the Board temporarily close a portion of W. 4<sup>th</sup> Street in downtown Bloomington to traffic from S. College to S. Walnut and use of parking spaces from 7:00 a.m. on Saturday, August 20, 2022 to 2:00 a.m. on Sunday, August 21, 2022, so that WFHB can have control over the streets for the purposes of a fundraising concert for WFHB community radio between the hours of 3:00 p.m. until 11:00 p.m., and

WHEREAS, WFHB has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

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

1. The Board of Public Works declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28 and 4.30 of the Bloomington Municipal Code.
2. The City of Bloomington Board of Public Works declares that W. 4<sup>th</sup> Street between S. College and S. Walnut will be temporarily closed to traffic, and parking from 3:00 p.m. on Saturday, August 20, 2022 until 2:00 a.m. on Sunday, August 21, 2021.
3. The street closures outlined above are for the purposes of allowing WFHB to host a fundraising concert for WFHB Community Radio, and provide a high quality event that is mutually beneficial to the community on Saturday, August 20, 2022.
4. WFHB shall be responsible for developing a Traffic Plan to be approved by the Engineering Department. WFHB shall obtain, and place at WFHB's own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers for protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. WFHB agrees to close the streets not before 7:00 a.m. on Saturday, August 20, 2022 and to remove barricades and signage by 2:00 a.m. on Sunday, August 21, 2022.
5. WFHB, shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.

RESOLUTION 2022-53

6. WFHB will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any “No Parking” signs posted as part of the event. Cleanup shall be completed by midnight on Sunday, August 21, 2022.
7. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
8. WFHB shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
9. In consideration for the use of the City’s property and to the fullest extent permitted by law, WFHB, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively “Claims”) which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
10. That \_\_\_\_\_, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 19<sup>th</sup> DAY OF JULY 2022.

BOARD OF PUBLIC WORKS:

WFHB

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

\_\_\_\_\_  
Signature

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## Board of Public Works Staff Report

---

**Project/Event:** Banneker Community Center Block Party

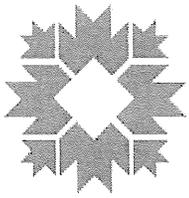
**Petitioner/Representative:** Cassia LeBron-Williams

**Staff Representative:** April Rosenberger

**Meeting Date:** 07/19/2022

---

Banneker Community Center requests blocking Elm Street between 7<sup>th</sup> and 8<sup>th</sup> Streets for a Block Party to celebrate the end of the Banneker Summer Camp. The Block Party will be on Friday, July 22, 2022 beginning at 3:00 pm for set-up and ending at 9:00 pm for teardown. The event will include food and games. The music will not be amplified. Approximately 130 participants are expected.



CITY OF BLOOMINGTON

# SPECIAL EVENT APPLICATION

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

## 1. Applicant Information

Contact Name:	Cassia LeBron-Williams		
Contact Phone:	812-349-3734 (work)	Mobile Phone:	574-323-1091
Title/Position:	Program / Facility Coordinator		
Organization:	Parks and Recreation- Benjamin Bancker Center		
Address:	930 W 7th St. Bloomington, IN		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	Cassia.lebronwilliam@bloomington.in.gov		
Organization E-Mail and URL:			
Org Phone No:		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 type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input checked="" type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	July 22, 2022	
Time of Event:	Date: 7/22/22 Start: 5pm	Date: 7/24/22 End: 7:30pm
Setup/Teardown time Needed	Date: 7/22/22 Start: 3pm	Date: 7/22/22 End: 8pm
Calendar Day of Week:	Friday	
Description of Event:	Celebrate the end of Summer Camp with food and games. All families of students attending camp will be invited	
List of Street Closures (If applicable)	Elm St.	
Expected Number of Participants:	130	Expected # of vehicles (Use of Parking Spaces to close):

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

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> <li>The starting point shall be clearly marked</li> <li>The ending point shall be clearly marked</li> <li>The number of lanes to be restricted on each road shall be clearly marked</li> <li>Each intersection along the route shall be clearly identified</li> <li>A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: Type 3 barricades and/or law enforcement); and</li> <li>The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<input type="checkbox"/>	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
<input type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department <input 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)

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

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

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

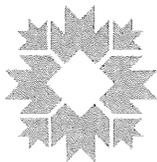
<input type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. <b>DEADLINE:</b> To Public Works no later than five days before event.
<input type="checkbox"/>	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

**6.  
CHECKLIST**

<input type="checkbox"/>	Determine what type of Event
<input checked="" type="checkbox"/>	Complete application with attachment <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Detailed Map</li> <li><input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other)</li> <li><input type="checkbox"/> Maintenance of Traffic Plan</li> <li><input checked="" type="checkbox"/> Noise Permit Application (if applicable)</li> <li><input type="checkbox"/> Certificate of Liability Insurance</li> <li><input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable)</li> <li><input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable)</li> <li><input type="checkbox"/> Waste and Recycling Plan (if applicable)</li> </ul>
<input type="checkbox"/>	Date Application will be heard by Board of Public Works (contact ESD at 812-349-3418 for date)
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	No Parking Signs <ul style="list-style-type: none"> <li><input type="checkbox"/> Board of Public Works approved events are provided by Department of Public Works (DPW)</li> <li><input type="checkbox"/> Contacted DPW at 812-349-3410 to request and schedule No Parking Signs</li> </ul>

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

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



CITY OF BLOOMINGTON

# NOISE PERMIT

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

## Application and Permit Information

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

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

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

## Event and Noise Information

Name of Event:	Summer Block Party		
Location of Event:	Banner Center Gymnasium and Elm St.		
Date of Event:	7/22/22	Time of Event:	Start: 5pm
Calendar Day of Week:	Friday		End: 7:30pm
Description of Event:	Celebrate the end of summer camp with families and campers in the program		
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

## Applicant Information

Name:	Cassia LeBron-Williams		
Organization:	Parks and Recreation	Title:	Program/Facility Coord.
Physical Address:	930 W 7 <sup>th</sup> St. Bloomington, IN 47404		
Email Address:	cassia.lebronnwilliam@bloomington.in.gov	Phone Number:	
Signature:		Date:	7/8/22

### FOR CITY OF BLOOMINGTON USE ONLY

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

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

## Waste and Recycling Management Plan Template

Event name: Summer Block Party  
 Number of expected attendees: 130  
 Number of food vendors: 0  
 Number of other vendors: 0

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

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

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

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

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

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

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

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

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

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

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

**EXAMPLE: NOTICE OF PUBLIC MEETING LETTER**

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for \_\_\_\_\_.

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

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

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

BOARD OF PUBLIC WORKS  
CITY OF BLOOMINGTON, INDIANA

PETITIONER:  
DATE:

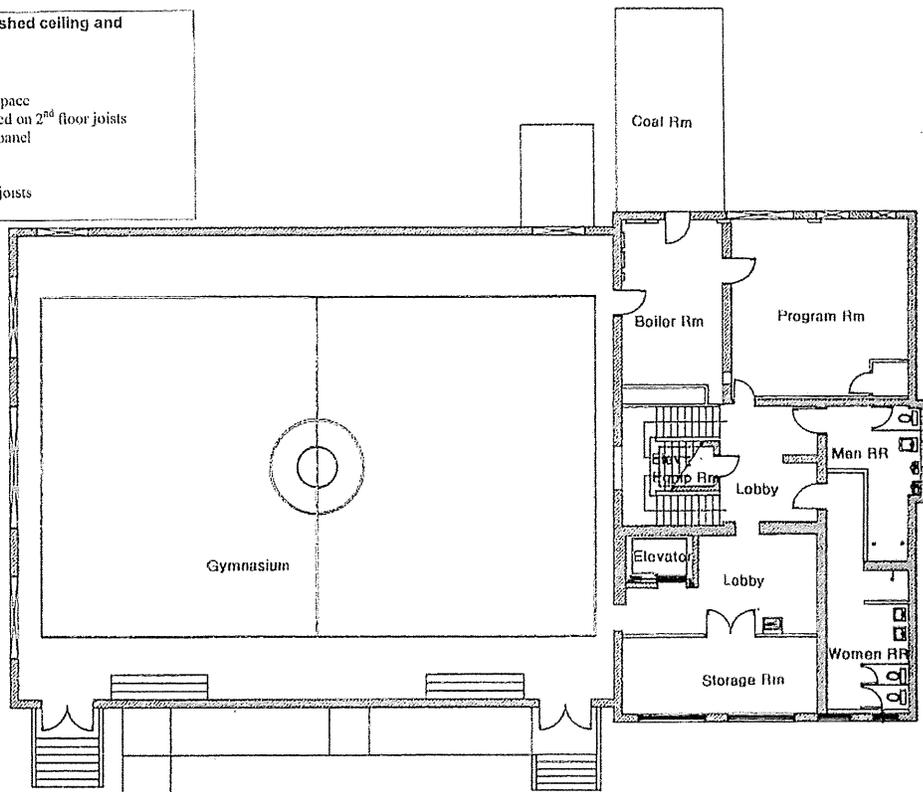
<b><u>Contact Information- Other</u></b>			
	<b><u>Location</u></b>	<b><u>Contact</u></b>	<b><u>Phone Number</u></b>
Maintenance of Traffic Plan	401 N. Morton St. Suite 130 Bloomington, IN	City of Bloomington Planning & Transportation	(812) 349-3423
Monroe County Health Department (Food Handler Permit)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

# Facility Floor Plans

Type of ceiling and/or assumed space between finished ceiling and floor/roof deck above:

1 <sup>st</sup> (Ground) Floor	
Gymnasium	Suspended Panel Ceiling - 16" to 2' space
Storage Room	Drywall secured to lath plaster installed on 2 <sup>nd</sup> floor joists
Lobby	Portion of room ceiling is suspended panel
Restrooms	Suspended panel ceiling
Program Room	Plywood ceiling attached to 2 <sup>nd</sup> floor joists
Boiler Room	None

*Backyard*



**BANNEKER COMMUNITY CENTER**  
FIRST FLOOR PLAN

*Elm St.*

*8/11*

*7/11*

**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2022-54**

**Banneker Community Center Block Party**

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

WHEREAS, the Banneker Community Center is desirous of using North Elm Street between West 7<sup>th</sup> Street and West 8<sup>th</sup> Street for a Neighborhood Block Party; and

WHEREAS, the Banneker Community Center (hereinafter “Sponsor”) is owned and operated by the City of Bloomington Parks and Recreation Department, and events such as this one have been sponsored in the past without Public Works receiving any complaints, and the Board supports neighborhood events that are free and open to the public.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City of Bloomington Board of Public Works declares that North Elm Street, between West 7th and West 8th Streets, shall be temporarily closed to motor vehicles from 3:00 p.m. until 8:00 p.m. on Friday, July 22, 2022, for the purpose of staging a block party with the actual event between the hours of 5:00 p.m. to 7:30 p.m.
2. The Sponsor shall be responsible for posting “no parking” signs at least 24 hours in advance of the street closing. Temporary “no parking” signs may be obtained from the City of Bloomington Department of Public Works.
3. The Sponsor shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Engineering Department. The Sponsor agrees to obtain and place at its own expense barricades and signage required by the Traffic Plan. The Sponsor agrees to close the street not before 3:00 p.m. on Friday, July 22 2022 and to remove barricades and signage by 8:00 p.m. on Friday, July 22, 2022.
4. The Sponsor shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
5. The Sponsor shall be responsible for notifying the general public, public transit and public safety agencies of the street closing by notice at least 48 hours in advance.
6. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the event.
7. The Sponsor agrees to clean up the street both before and after the event. The clean-up shall include but not be limited to removal of any food or drink residue, picking up litter, sweeping any broken glass, and emptying and removal of trash cans. Clean-up after the event shall be completed by 8:30 p.m. on the day

Resolution 2022-54

of the event.

8. \_\_\_\_\_, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

BOARD OF PUBLIC WORKS

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Cassia LeBron-Williams  
For Parks and Recreation

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

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

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
7/15/2022	Payroll				511,756.47
					<u>511,756.47</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 \$ 511,756.47

**Dated this 19th day of July year of 2022.**

\_\_\_\_\_

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

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

Fiscal Officer \_\_\_\_\_



## Board of Public Works Staff Report

---

**Project/Event:** Approve Amendment 1 to Agreement with American Structurepoint, Inc., for On-Call Traffic Engineering Services

**Petitioner/Representative:** Engineering Department

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

**Date:** 7/19/2022

---

**Report:** This contract includes traffic signal timing development and deployment, traffic simulations, intersection analyses, traffic signal design reviews, and other similar tasks. Work is completed on an on-call basis as requested by the City. This contract with American Structurepoint was originally executed in December 2017 with a not-to-exceed amount of \$30,000. This amendment will add \$20,000 to the not-to-exceed amount for a new total of \$50,000. The amendment will also update hourly rates to reflect current billing rates.

---

# City of Bloomington Contract and Purchase Justification Form

Vendor: American Structurepoint, Inc.

Contract Amount: 50,000

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

**PURCHASE INFORMATION**

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

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

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

	Yes	No		Yes	No
# of Submittals: n/a			Was the lowest cost selected? (If no, please state below why it was not.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Met city requirements?	<input type="checkbox"/>	<input type="checkbox"/>	Selection based on qualifications.		
Met item or need requirements?	<input type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input type="checkbox"/>			

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

Selection based on firm's extensive knowledge of and experience with the City's traffic signal system.

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

Print/Type Name

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

Print/Type Title

Engineering  
\_\_\_\_\_

Department

**Attachment 1 – Table of Rates (Exhibit B)**

Classification	Hourly Rate
Project Manager	<del>\$190.26</del> <b>\$215.32</b>
Senior Engineer	<del>\$171.23</del> <b>\$161.23</b>
Project Engineer	<del>\$137.94</del> <b>\$138.32</b>
Senior Environmental Specialist	<del>\$156.97</del> <b>\$172.51</b>
Environmental Specialist	<del>\$90.37</del> <b>\$128.83</b>
Staff Engineer*	<del>\$95.13</del> <b>\$98.63</b>
Survey Crew Member	<del>\$80.86</del> <b>\$70.90</b>
Registered Land Surveyor	<del>\$147.45</del> <b>\$147.50</b>
Researcher*	<del>\$95.13</del> <b>\$113.96</b>
Senior Technician*	<del>\$133.18</del> <b>\$128.41</b>
Technician*	<del>\$95.13</del> <b>\$80.50</b>
Direct Expenses	At Cost
Subconsultants	Cost + 5%

**ADDENDUM TO AGREEMENT FOR CONSULTING SERVICES  
FOR ON-CALL TRAFFIC ENGINEERING SERVICES  
WITH AMERICAN STRUCTUREPOINT, INC.**

This Addendum supplements the Agreement for Consulting Services with American Structurepoint, Inc. (“Agreement”) for On-Call Traffic Engineering Services which was entered into on December 12, 2017, as follows:

1. See **Article 23. Notices**: The address for notices to the Consultant shall be modified to read:

American Structurepoint, Inc.  
Attn: Willis R. Conner  
9025 River Road, Suite 200  
Indianapolis, Indiana 46240

2. See **Article 4. Compensation** and **Exhibit B Compensation**: The City shall pay American Structurepoint, Inc. an amount not to exceed \$20,000.00 for additional Engineering Services as conducted on a time and materials basis. The not to exceed amount for the entire project shall be \$50,000.00. The Exhibit B compensation rates shall be updated as shown in Attachment 1.

3. In all other aspects, the Agreement shall remain in effect as originally written.

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

OWNER

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

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

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

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

\_\_\_\_\_  
Beth Cate  
Corporation Counsel, Office of the Mayor

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

CONSULTANT

\_\_\_\_\_  
Patrick M O'Connor  
Project Manager

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



## Board of Public Works Staff Report

---

**Project/Event:** Approve Addendum 1 to Consulting Contract with Bynum Fanyo & Associates, Inc. for the Adams Street Sidewalk Project from Kirkwood to Fountain

**Petitioner/Representative:** Engineering Department

**Staff Representative:** Patrick Dierkes, Project Engineer

**Date:** 07/19/2022

---

**Report:** This project will install a new sidewalk on the west side of Adams Street from Kirkwood Avenue to Fountain Drive. Bynum Fanyo was selected to design this project from the City's pre-approved engineering consultant list due to their familiarity with the area and expertise with this type of project. The addendum will add additional right of way services to the contract. A portion of ROW services was included in the original contract but after final design it was determined additional ROW is required which in turn requires additional services. The total contract amount is \$63,955.00 and the addendum will increase the contract by \$86,920.00 making the contract total \$150,875.00. This project was prioritized by the City Council Sidewalk Committee.

---

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	Approved	2020
Design Services Contract	Approved	12/08/2020
ROW Services Contract	<b>Current Item</b>	<b>07/19/2022</b>
Public Need Resolution	N/A	--
Construction Inspection Contract	N/A	--
Construction Contract	Future	2023

# City of Bloomington Contract and Purchase Justification Form

Vendor: Bynum Fanyo & Associates, Inc.

Contract Amount: \$150,875.00

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

## PURCHASE INFORMATION

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

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

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

	Yes	No	
# of Submittals: 24			Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The RFQu was issued seeking statement of qualifications to establish a list of qualified firms that may be contacted for projects. 14 firms were placed on the Pre-Approved list, the term of the list is from April 15, 2019 through March 31, 2022.
Was an evaluation team used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Was scoring grid used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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

Bynum Fanyo & Associates, Inc. were selected to design this project from the City's on-call engineering consultant list due to their familiarity with the area and experience with this type of project.

Patrick Dierkes  


---

  
 Print/Type Name

Project Engineer  


---

  
 Print/Type Title

Engineering  


---

  
 Department

**EXHIBIT A AMENDED July 19, 2022**

AFFECTED PAGE 15

**SECTION: RIGHT OF WAY ENGINEERING TASKS**

This section shall be amended to read; Right of Way Engineering Task shall include Right of Way Buying Services as well as the Recording of Right of Way Acquisition Documents.

**EXHIBIT B AMENDED July 19, 2022**

AFFECTED PAGE 17

**COMPENSATION; RIGHT OF WAY DOCUMENT**

This section shall be amended to Table 1 showing revised Right of Way Document and Right of Way Acquisition Compensation.

Total Right of way Documents and Right of Way Acquisition of 12 Parcels \$110,795.00

Total Maximum Cost \$40,080.00 plus Right of way Documents plus Right of Way Acquisition of 12 Parcels of \$110,795.00 equal \$150,875.00 minus the \$23,875.00 for Right of Way Acquisition included in the original contract, this amendment increases the contract by \$86,920.00.

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

Owner

Consultant

City of Bloomington  
Board of Public Works

Bynum Fanyo & Associates, Inc.

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

By: \_\_\_\_\_  
Jeffrey S. Fanyo P.E. CFM

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

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

By: \_\_\_\_\_  
Beth Cate, Corporation Counsel





# Board of Public Works Staff Report

**Project/Event:** Approve LPA-Consulting Contract for Right-of-Way Services with VS Engineering, Inc. for the 1<sup>st</sup> St Reconstruction Project from Fairview St to College Ave

**Petitioner/Representative:** Engineering Department

**Staff Representative:** Patrick Dierkes, Project Engineer

**Date:** 07/19/2022

**Report:** This project will reconstruct W. 1st Street between Fairview Street and College Avenue. Work. The Project will include full roadway reconstruction, replacement of underground utilities, and replacement of the traffic signal at the S. College Avenue and 1st Street intersection. The project is included in the Bloomington/Monroe County Metropolitan Planning Organization (MPO) Transportation Improvement Plan (TIP) and is eligible for federal funding. The project is programmed for up to 80% federal funding for construction (up to \$2,919,646 in federal funds). Construction is anticipated to begin in 2023.

The right-of-way (ROW) services contract provides the services required for the project’s federal funding. The contract amount is \$31,380.00. Construction of this project is anticipated in 2023 and will be partially funded with federal funds. Right-of-way costs for the project will be 100% local and is funded by the RDC.

Project Approvals Timeline		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval (INDOT-LPA Contract)	Approved	2020
Design Services Contract	Approved	10/30/2020
ROW Services Contract	<b>Current Item</b>	<b>07/19/2022</b>
Public Need Resolution	Future	2021
Construction Inspection Contract	Future	2022
Construction Contract	N/A*	2022

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

# City of Bloomington Contract and Purchase Justification Form

Vendor: VS Engineering, Inc.

Contract Amount: \$31,380.00

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

## PURCHASE INFORMATION

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

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

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

# of Submittals: 9	Yes	No	
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Was the lowest cost selected? (If no, please state below why it was not.) <span style="float: right;">Yes    No</span> <input type="checkbox"/> <input checked="" type="checkbox"/>  The design firm was selected based upon the most qualified for the job not cost. It is standard practice for contracts of this type that cost is not considered in selection. Typically the most qualified firm will design the most cost effective project for the City.
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Was an evaluation team used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Was scoring grid used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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

VS Engineering was determined to be the most qualified from 9 engineering firms that responded to an RFI to perform preliminary engineering services for the project.

Patrick Dierkes  


---

  
 Print/Type Name

Project Engineer  


---

  
 Print/Type Title

Engineering  


---

  
 Department

## LPA - CONSULTING CONTRACT

This Contract (“this Contract”) is made and entered into effective as of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”) by and between City of Bloomington, acting by and through its proper officials (“LOCAL PUBLIC AGENCY” or “LPA”), and VS Engineering, Inc. (“the CONSULTANT”), a corporation/limited liability company organized under the laws of the State of Indiana.

Des. No.: 1900399

Project Description: This project includes the reconstruction of 1<sup>st</sup> Street from Fairview Street to College Avenue, in the City of Bloomington, IN. Reconstruction will replace the existing corridor with new asphalt section, new curb & gutter, and new sidewalks, along with replacement of the underground City utility facilities.

### RECITALS

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

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

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

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

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

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

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

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

**SECTION III TERM.** The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be December 31, 2024. 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 **\$ 31,380.00.**

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

## **SECTION VI GENERAL PROVISIONS**

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

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

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

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

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

7. **Compliance with Laws.**

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

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

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

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

**9. Confidentiality of LPA Information.**

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

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

**11. DBE Requirements.**

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

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

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

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

## 12. Non-Discrimination.

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

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

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

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

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

**13. Disputes.**

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

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

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

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

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

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

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

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

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

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

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

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

I. Professional Liability Insurance

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

II. Commercial General Liability Insurance

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

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

III. Automobile Liability

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

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

IV. Watercraft Liability (When Applicable)

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

V. Aircraft Liability (When Applicable)

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

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

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

Notices to the LPA shall be sent to:

Patrick Dierkes, P.E.  
Planning and Transportation Department  
401 N. Morton St. Suite 130  
Bloomington, IN 47404

Notices to the CONSULTANT shall be sent to:

Sanjay Patel, P.E.  
President, VS Engineering, Inc.  
4275 N. High School Drive  
Indianapolis, IN 46254

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

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

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

**35. Termination for Default.**

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

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

[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**

**LOCAL PUBLIC AGENCY**

\_\_\_\_\_  
Signature

Sanjay B. Patel, PE,  
CEO / President, VS Engineering  
\_\_\_\_\_  
(Print or type name and title)

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

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

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print or type name and title)

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

Beth Cate  
Corporation Counsel  
\_\_\_\_\_

## APPENDIX "A"

### SERVICES TO BE FURNISHED BY CONSULTANT:

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

The CONSULTANT shall be responsible for performing the following activities:

#### 1. **Right of Way Services (Permanent and/or Temporary Right-of-Way)**

##### 1. Buying Services

- A. The CONSULTANT shall acquire parcels of real estate for the assigned project. The CONSULTANT shall make every reasonable effort to acquire parcels expeditiously.
- B. The CONSULTANT shall make a prompt offer to acquire each parcel for the full amount, which has been established and approved by LPA as just compensation for the acquisition. The offer shall be made in a Uniform Land and Easement Acquisition Offer letter which shall be given to each parcel owner in person or sent by certified mail with return receipt requested. The CONSULTANT shall also provide the parcel owner a copy of the appraisal (the appraisal copy furnished the owner shall only be on light green paper) written statement explaining the basis for the amount, which has been established. In accomplishing the above, the CONSULTANT shall do the following:
  1. Make all reasonable efforts to personally contact each owner or his designated representative, explain the acquisition, and offer in writing the approved estimate of just compensation. When all efforts to make personal contact have failed or in the event the property owner resides out of state, the owner may be contacted by certified or registered first class mail or other means appropriate to the situation.
  2. No later than the first contact where the offer is discussed, the CONSULTANT shall give the owner a brochure describing the land acquisition process and the owner's rights, privileges and obligations.
- C. The owner of improvements located on lands being acquired for right-of- way should be offered the option of retaining those improvements at a retention value determined by the CONSULTANT and approved by LPA.
- D. A revised offer and summary statement of just compensation shall be provided the owner if:
  1. The extent of the taking is revised, or
  2. The approved estimate of just compensation is revised by the Review Buyer.
- E. The CONSULTANT shall maintain adequate records to include a report for each parcel containing but not limited to:
  1. The date and place of contact,
  2. The parties of interest contacted,
  3. The offer made,
  4. The counter offer or reasons offer was not accepted,
  5. The signature of the CONSULTANT, dates, and initialed by the person contacted.
- F. The property owner must be given a copy of the report on each contact.

- G. The CONSULTANT further agrees that the parcel(s) shall be sufficiently documented to meet the minimum standards set out in Title 49 CFR Part 24, dated March 2, 1989 and all attachments and amendments thereto. Said Title CFR Part 24, attachments and amendments are incorporated into this Agreement by reference and made a part hereto. The CONSULTANT further agrees to follow accepted principles and techniques in purchase of real estate in accordance with existing State Laws, the "Buying Section Policy and Procedures Manual", this "Appendix "A", and any necessary interpretation of these furnished by LPA. Any parcel that does not meet such requirements shall be further documented without additional compensation to the CONSULTANT.
- H. When attempts to buy are successful, a signed statement is to be prepared by the CONSULTANT to the effect that:
1. The written agreement secured, embodies all considerations agreed to by the property owner;
  2. The CONSULTANT has no direct or indirect, present or contemplated future personal interest in the property or in any monetary benefit from the acquisition of the property; and
  3. The agreement was reached without coercion of any type.
- I. When attempts to buy are unsuccessful, the CONSULTANT shall record his recommendation for action and submit it to LPA:
1. The recommendation shall consider administrative settlement, include the amount of settlement and reasons for a settlement,
  2. Otherwise, a condemnation report shall be filled out and submitted with the completed file.

## **APPENDIX "B"**

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

1. Assist CONSULTANT in gaining access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract.
2. Access to the City's geographic information system if available. The CONSULTANT may request shape files that include features such as roadway centerlines and edges of pavement, sidewalk and driveway locations, right-of-way, etc.
3. Access to existing road plans or utilities plans within the project limits if available.

## **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.

All work will be completed and Right of Way Certification will be acquired prior to the RFC date of this project.

**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 \$31,380.00 unless an amendment is executed by the parties which increases the maximum amount payable. No work shall be performed until a separate notice to proceed (NTP) is issued for each phase of work, and for the amount stated in the NTP.

## B. Land Acquisition Services

3. The compensation type for the following services shall be per each Right-of-Way Parcel required. The maximum contract amount available for these services is \$31,380.00 and is based upon an estimated 15 parcels being required. Estimated parcels based upon an analysis of available GIS property data along the proposed alignment. The compensation breakdown is as follows:

Task	Rate	Quantity	Fee
R/W Management	\$1,230	13	\$15,990
Negotiations	\$1,750	6	\$10,500
Negotiation Review	\$335	6	\$2,010
Transfer Documents	\$150	6	\$900
Recording	\$150	6	\$900
Title Updates	\$180	6	\$1,080

Any additional services required to complete the Right-of-Way Engineering can be added on through an amendment to this contract. Additional services and associated fees are attached.

- C. 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 invoice shall be subject to approval as reasonable by LPA prior to any reimbursement therefore.

## D.

## E. Method of Payment

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

Mr. Patrick Dierkes, P.E.  
 Planning & Transportation  
 City of Bloomington  
 401 N. Morton St. Suite 130  
 Bloomington IN 47404

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

- F. LPA, for and in consideration of the rendering of the services provided for in Section "A.1" and Section "B.1", agrees to pay to the CONSULTANT for rendering such services the fees established above in the following manner:

1. Upon approval by LPA, after submittal of the completed work, sum of money equal to the fees heretofore set forth, less the total of the amounts of the partial payments previously paid to the CONSULTANT under Section B(1) of this Appendix "D", shall be due and payable to the CONSULTANT.

2. The CONSULTANT shall only bill for work completed on the above items. If any item is eliminated then no additional billing will be allowed. If a portion of work is completed for an item then the CONSULTANT shall bill only for that work completed.
3. If LPA does not agree with the amount claimed by the CONSULTANT on an invoice voucher, it will send the CONSULTANT a letter by regular mail and list the differences between actual and claimed progress. The letter will be sent to the CONSULTANT's address on page 13 of this Contract or the CONSULTANT's last known address.

**[Remainder of Page Intentionally Left Blank]**



## Board of Public Works Staff Report

---

**Project/Event:** Construction Inspection Contract with Crossroad Engineers, PC, for the B-Line Extension Project

**Petitioner/Representative:** Engineering Department

**Staff Representative:** Roy Aten, Senior Project Manager

**Date:** 07/19/2022

---

**Report:** This project will construct a multiuse path on the east side of North Fountain Drive and North Crescent Road, connecting the B-Line Trail to the multiuse path along West 17<sup>th</sup> Street. The project is programmed in the MPO TIP for construction (\$582,161.00 in federal funds). In the 4<sup>th</sup> quarter of 2021 the City issued a Request for Proposals for construction inspection services, and received 11 Letters of Interest (LOIs). After evaluating the LOIs the evaluation team selected Crossroad Engineers, PC as the highest ranked firm. This contract, in the not to exceed amount of \$257,410.00, will provide construction inspection services for this partially federal funded project. This contract is TIF funded and will requires RDC approval.

## City of Bloomington Contract and Purchase Justification Form

Vendor: Crossroad Engineers, PC

Contract Amount: \$257,410.00

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

### PURCHASE INFORMATION

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

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

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

	Yes	No	
# of Submittals: 11			Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	This is a services contract, selection was based on most qualified.
Was an evaluation team used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Was scoring grid used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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

The consultants proposal was reviewed by a committee and found to be the most qualified to perform the service.

\_\_\_\_\_  
Roy Aten

\_\_\_\_\_  
Senior Project Manager

\_\_\_\_\_  
Engineering

Print/Type Name

Print/Type Title

Department

## LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of \_\_\_\_\_, 20 \_\_\_\_ ("Effective Date") by and between CITY OF BLOOMINGTON, INDIANA, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and CROSSROAD ENGINEERS, PC ("the CONSULTANT"), a corporation organized under the laws of the State of Indiana.

Des. No.: 1700735

Project Description: B-Line Trail Extension, Bloomington, Indiana

### RECITALS

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

WHEREAS, the LPA wishes to hire the CONSULTANT to provide 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 June 2024. 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 \$ 257,410.00

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

### **SECTION VI GENERAL PROVISIONS**

- 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, its 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. 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 Contact. 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:

Roy Aten  
Senior Project Manager  
Engineering Department  
City of Bloomington  
401 North Morton Street  
Bloomington, Indiana 47404

Notices to the CONSULTANT shall be sent to:

CrossRoad Engineers, PC  
115 N. 17<sup>th</sup> Avenue  
Beech Grove, Indiana 46107

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:
- Roy Aten  
Senior Project Manager  
Engineering Department  
City of Bloomington  
401 North Morton Street  
Bloomington, Indiana 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.

[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.

CROSSROAD ENGINEERS, PC  
(CONSULTANT)

CITY OF BLOOMINGTON, INDIANA  
(LOCAL PUBLIC AGENCY)

\_\_\_\_\_  
Trent E. Newport, President

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

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

\_\_\_\_\_  
Elizabeth Karon, Member, BPW

\_\_\_\_\_  
Jennifer Lloyd, Member, BPW

Attest:

\_\_\_\_\_  
Mark A. Beck, Vice President

## APPENDIX "A"

### SERVICES 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 the following:

A. Engineering Personnel

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

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

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

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

B. Description of Services

1. Construction Schedule: Review the construction schedule prepared by the Contractor for compliance with the Contract, and give to the Local Public Agency detailed documentation concerning its acceptability.

2. Conferences: Attend pre-construction conferences as directed by the Local Public Agency, arrange a schedule of progress meetings, and such other job conferences as required for the timely and acceptable conduct of the job, and submit such schedules prepared, to the Local Public Agency for notification to those who are expected to attend.

Record for the Local Public Agency, as directed, minutes of such meetings. The CONSULTANT shall be available for conferences as requested by the Local Public Agency, State and Federal Highway Administration may review and inspect the activities whenever desired during the life of the Agreement.

3. Liaison: Serve as the Local Public Agency's liaison with the contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting in liaison capacity, the fulltime Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to insure that all provisions therein are complied with. Any deviation observed shall be reported to the Local Public Agency and Indiana Department of Transportation by the fulltime Resident Project Representative.

4. Cooperate with the Local Public Agency in dealing with the various Federal, State and Local Agencies having jurisdiction over the project.

5. Assist the Local Public Agency and Indiana Department of Transportation in obtaining from the Contractor a list of his proposed suppliers and sub-contractors.

6. Assist the Local Public Agency and Indiana Department of Transportation in obtaining from the Contractor additional details or information when needed at the job site for proper execution of work.

7. Equipment: Furnish all equipment necessary to sample and test materials in accordance with Indiana Department of Transportation's procedures.

8. Samples: Obtain field samples of materials delivered to the site as required by the State and deliver such samples to the appropriate Indiana Department of Transportation laboratory office.

9. Shop Drawings:

a. Receive shop drawings and falsework drawings. Check for completeness and then forward to 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 Local Public Agency and Indiana Department of Transportation when he believes it is necessary to disapprove work as failing to conform to the Contract Documents.

10. Review of Work, Inspection and Tests:

a. Conduct on-site inspections for the Local Public Agency of the work in progress as a basis for determining that the project is proceeding in accordance with the Contract Documents.

b. Provide on-site acceptance testing of materials in the manner and extent prescribed by the latest edition of the INDOT Manual for Frequency of Sampling and Testing and Basis for use of Materials and in accordance with current accepted practices.

c. Accompany visiting inspectors, representing Local, State or Federal Agencies having jurisdiction over the project, and report details of such inspection to the Local Public Agency and Indiana Department of Transportation.

d. Verify that required testing has been accomplished.

11. Modification: Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the Local Public Agency and Indiana Department of Transportation.

12. Records:

a. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders and additional drawings subsequent to the award of the Contract, progress reports and other project related documents.

- b. Keep a diary or log book, recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request furnish copies of such a diary or log book to the Local Public Agency.
- c. Maintain for the Local Public Agency, a record of names, addresses and telephone numbers of all sub-contractors and major material suppliers.
- d. Maintain a set of drawings on which authorized changes are noted, and deliver to the Local Public Agency upon request, but in any event at the completion of the project.
- e. Prepare the Final Construction Record and Final Estimate as required by the Indiana Department of Transportation and the Local Public Agency.

13. Reports: Furnish to the Indiana Department of Transportation and the Local Public Agency at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule.

14. Progress Estimates: Prepare progress estimates for periodic partial payments to the Contractor and deliver to the Local Public Agency and Indiana Department of Transportation for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete in place in accordance with the contract.

15. Project Responsibility: The Resident Project Representative will be responsible for the documentation of pay quantities and estimates, and the maintenance of appropriate records related to the construction of this project.

16. Work Schedule and Suspension: The consultant's crew will be required to regulate their work week to conform to the contractor's hours in accordance with the directions of the Indiana Department of Transportation's Area Engineer. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the consultant may also be suspended without cost to the project.

17. Contract Administration: The CONSULTANT will administer the contract in accordance with Indiana Department of Transportation's procedures.

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

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

## **APPENDIX "C"**

### **SCHEDULE**

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

The CONSULTANT will be prepared to begin the work under this agreement within five (5) days after a Letter of Notification to proceed is received from the Local Public Agency. The CONSULTANT shall complete and deliver the final construction record and final estimate to the District Director within forty-five (45) calendar days after the contractor's last day of work, which is estimated to be June 2024.

## 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 \$ **257,410.00** , unless a supplement is executed by the parties that increases the maximum amount payable.
2. The CONSULTANT shall 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>Negotiated Hourly Rates 2022</u>	<u>Negotiated Hourly Rates 2023</u>	<u>Negotiated Hourly Rates 2024</u>
Director	\$166.07	\$173.54	\$181.35
Resident Project Rep.	\$93.91	\$98.13	\$102.55
Project Inspector	\$63.60	\$66.46	\$69.45
Asst. Proj. Inspector	\$46.71	\$48.81	\$51.00
CADD Technician	\$74.47	\$77.82	\$81.32

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 invoice shall be subject to approval as reasonable by the LPA 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:

Mr. Roy Aten  
Senior Project Manager  
Engineering Department  
City of Bloomington  
401 North Morton Street  
Bloomington, Indiana 47404

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 12 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 the LPA and the status will be evaluated.



## Board of Public Works Staff Report

---

**Project/Event:** Request from CenterPoint Energy/Miller Pipeline for Periodic Lane Closures on West 17<sup>th</sup> Street

**Staff Representative:** Mike Stewart

**Petitioner/Representative:** Dave Hudson/Tyler DePriest CenterPoint Energy/Miller Pipeline

**Date:** July 19, 2022

---

**Report:** CenterPoint Energy is requesting the use of travel lanes along West 17<sup>th</sup> Street, starting at North Willis Drive and moving eastwards towards North Kinser Pike. These travel lane requests will not happen concurrently and will likely each take approximately a day; however, it is possible some may take longer if issues arise. Flaggers and signage will be present. Crews will be instructed to help any pedestrians through the worksite as there are not appropriate pedestrian detours in the area.

This project is to accommodate utility relocations for the upcoming City W 17<sup>th</sup> Multi-Use Path project. The proposed start date is July 20<sup>th</sup>, 2022 and will take place, periodically through the month of August. CenterPoint Energy will provide status updates to the Engineering Department and will coordinate any lane closures. Special attention will be placed on ensuring the work does not disrupt bus traffic for MCCSC.



Miller Pipeline will be replacing 12 gas service lines and gas main in various locations along W 17<sup>th</sup> St from 930 W 17<sup>th</sup> to N Woodburn Dr. This work will require lane closures for periods of time for use to do our work safely. These will not be all day closures 1 to 2 hours at a time, unless an unforeseen situation happens. We will provide traffic guards to keep a flow of traffic through our work area. We do have an area at Kinzer Pike and 17<sup>th</sup> St that we would like to coordinate with milestone when they shut down the road to do their work at a later date.

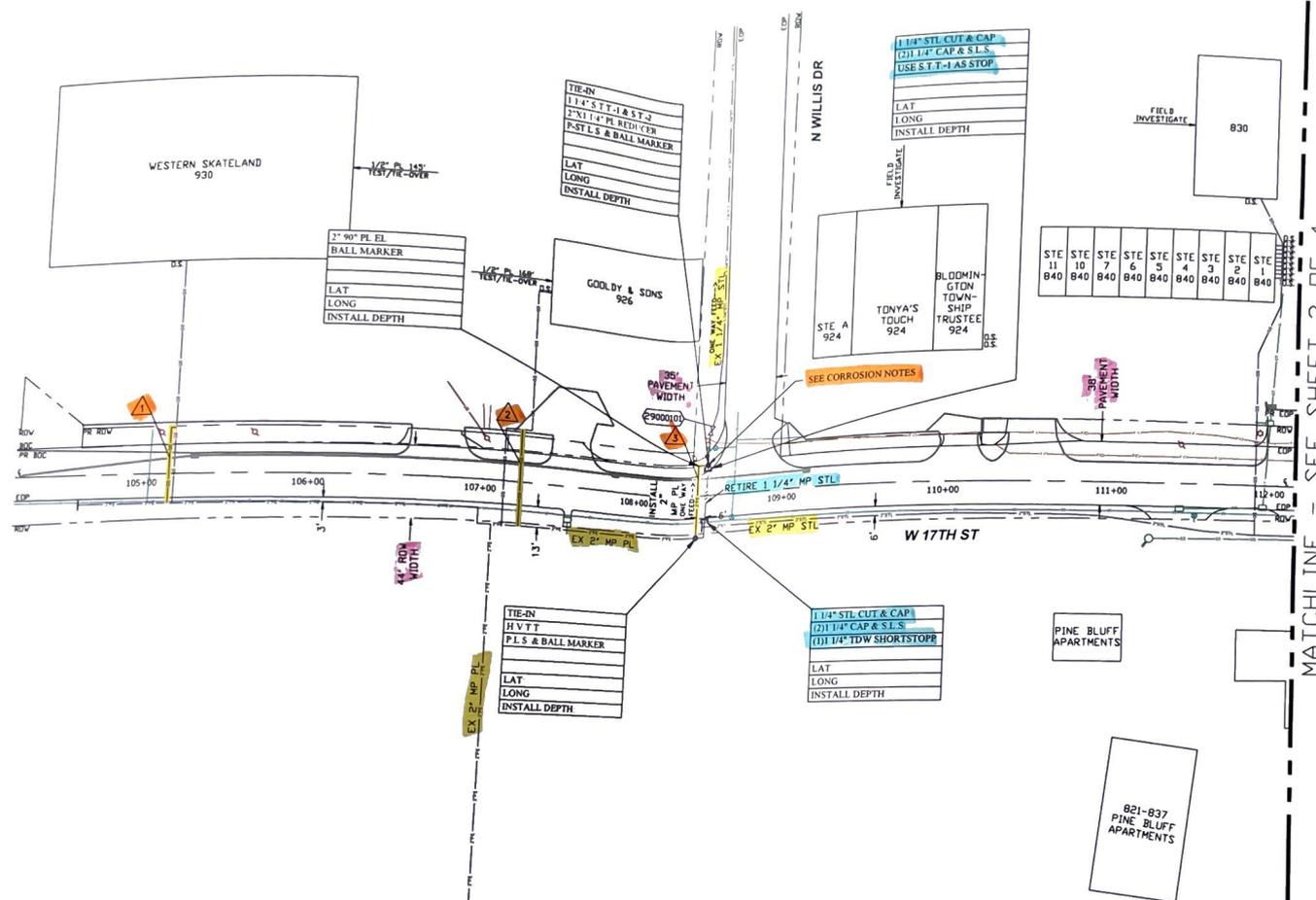
Thanks,

David Hudson



LEGEND

- PROPOSED GAS MAIN
- PROPOSED GAS SERVICE
- EXISTING GAS MAIN
- EXISTING GAS SERVICE
- GAS VALVE
- NON-CRITICAL GAS VALVE #
- CRITICAL GAS VALVE #
- ROAD CENTERLINE
- EASEMENT LINE
- EXISTING PAVEMENT
- CABLE TELEPHONE LINE
- FIBER OPTIC
- U G ELECTRIC LINE
- WATER MAIN
- STORM LINE
- SANITARY LINE



MATCHLINE - SEE SHEET 2 OF 4

**NOTES:**  
 ALL 2 BLUE #10 SOLID COPPER TEST LEADS CONNECTED TO THE NEW 1 1/4" AT THE TIE-IN. ALL 2-17LB ANODES BRING ALL TEST LEADS ANODE LEADS UP INTO A TEST STATION. TERMINATE ONE BLACK WIRE TO ONE BLUE WIRE.  
 LETE 3920 FORM REV. 3/16 AND MARK "AL" FOR PH FREQUENCY.  
 LEAD INSTALLATION TO BE COMPLIANT WITH SECTION 12.4 OF THE CNP GAS CONSTRUCTION STANDARDS CORROSION CONTROL.  
 INSTALLATION TO BE COMPLIANT WITH SECTION 12.3 CNP GAS CONSTRUCTION STANDARDS CORROSION CONTROL.

WORK ORDER QUANTITIES (THIS SHEET)

LOCATION	ACTUAL				PIPE RETIREMENT		SERVICES			
	ESTIMATE	INSERT	BORE	TRENCH	SIZE	ESTIMATE	ACTUAL	SIZE	ESTIMATE	ACTUAL
PP PL ON W 17 ST	55'				1 1/4" STL	30'		TIE-OVER (LONG SIDE)	2	
								TIE-OVER (SHORT SIDE)	-	
								INSERT (LONG SIDE)	-	
								INSERT (SHORT SIDE)	-	
								TRENCH (LONG SIDE)	-	
								TRENCH (SHORT SIDE)	-	
								BORE (LONG SIDE)/PLOW	-	
								BORE (SHORT SIDE)/PLOW	-	
								FIELD INVESTIGATE	2	
								METER MOVEOUTS	-	
								METERS REPLACED	-	
								SERVICES RETIRED	-	
								<b>SHEET TOTAL</b>	<b>30'</b>	

LOC.	MAIN SIZE	STATION	DISTANCE FROM EXISTING CL	PROPOSED GAS MAIN ELEVATION	APPROX. COVER FROM EX GRADE	PROPOSED FINISHED GRADE	APPROX. COVER FROM FINISHED GRADE	DESCRIPTION OF WORK
▲	1"	105+15	9'N	777.0'	5'-5"	782.4'	5'-5"	INSTALL 1" PE SERVICE LINE BELOW PROPOSED STORM INVERT 778.5'
▲	1"	107+23	10'N	782.0'	5'-4"	787.3'	5'-4"	INSTALL 1" PE SERVICE LINE BELOW PROPOSED STORM INVERT 783.5'
▲	2"	108+40	10'N	784.3'	5'-5"	789.7'	5'-5"	INSTALL 2" PE MAIN BELOW PROPOSED STORM INVERT 785.8'

- NOTES:**
- EXISTING UTILITY AND ROADWAY INFORMATION SHOWN IS APPROXIMATE. VERIFY ACTUAL LOCATION PRIOR TO CONSTRUCTION.
  - ALL PIPE IS ASSUMED TO BE INSTALLED BY HDD UNLESS OTHERWISE INDICATED ON PLANS.
  - LOCATION OF PROPOSED MAIN HAS BEEN APPROVED BY THE ENGINEERING DEPARTMENT.
  - "FIELD INVESTIGATE" - CONSTRUCTION CREW MUST FIELD VERIFY EXISTING SERVICE INFORMATION PRIOR TO NEW SERVICE INSTALLATION.
  - CONSTRUCTION CREW TO AVOID DISTURBANCE OF ADA RAMP.



- UNLESS NOTED, ALL PLASTIC PIPE MATERIAL IS ASTM D 2513 MDPE 2708 OR HDPE 4710
- UNLESS NOTED, ALL STEEL PIPE MATERIAL IS API 5LX52.

17TH ST  
 FOR CONSTRUCTION  
 PREPARED BY: **ENgineering**  
 28100 TORCH PARKWAY  
 WARRENVILLE, IL 60555  
 TEL. 630-353-4000  
 FAX 630-353-7777  
 WWW.ENGINEERING.COM

SAP NUMBER: 10080124  
 DWG NUMBER: 1 of 4  
 SHEET



LEGEND

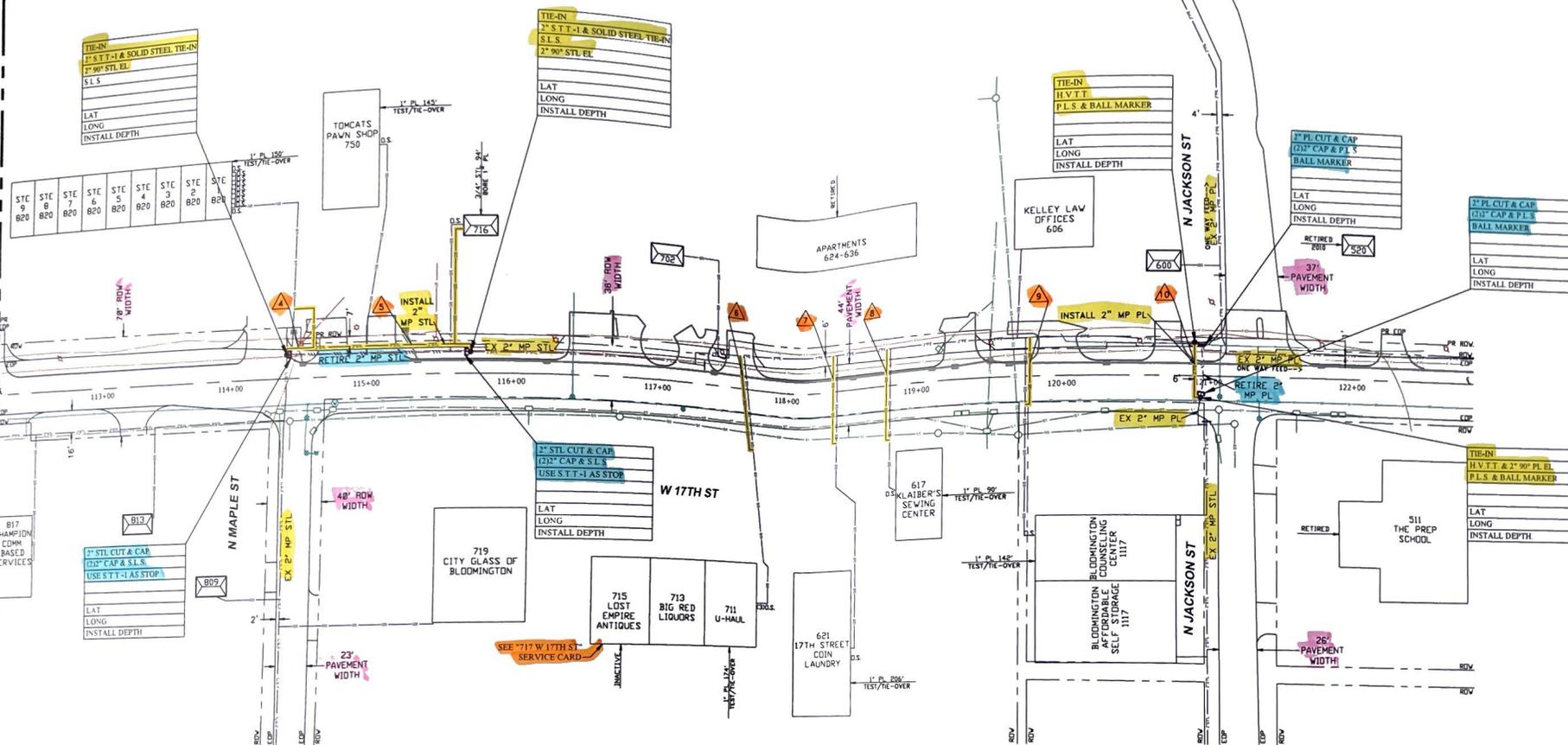
- PROPOSED GAS MAIN
- PROPOSED GAS SERVICE
- RT (RED) GAS
- EXISTING GAS MAIN
- EXISTING GAS SERVICE
- NON-CRITICAL GAS VALVE #
- CRITICAL GAS VALVE #
- ROAD CENTERLINE
- PAVEMENT LINE
- ROW
- EXISTING PAVEMENT
- CABLE/TELEPHONE LINE
- FIBER OPTIC
- WATER MAIN
- STORM LINE
- SANITARY LINE

CONTRACTOR  
 CREW LEADER  
 VECTREN INSPECTOR  
 PROJECT START DATE  
 INSERVICE DATE  
 COMPLETION DATE  
 PROPOSED MAOP 60 PSIG  
 SYSTEM MAOP 45 PSIG  
 SYSTEM NOP 40.5 PSIG

DIVISION VEDI-SE  
 OPERATING CENTER BLOOMINGTON  
 CITY BLOOMINGTON  
 STATE IN  
 COUNTY MONROE  
 GIS GRID 188-206, 169-206  
 LATITUDE 39.179075  
 LONGITUDE -86.537360

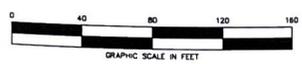
17TH ST  
 FOR CONSTRUCTION  
 DESIGNED BY AS/DW  
 DATE 05-02-22  
 REVISION DATE  
 PREPARED BY: **ENEngineering**  
 28100 TORCH PARKWAY  
 WARRENVILLE, IL 60555  
 TEL. 630-353-4000  
 FAX 630-353-7777  
 WWW.ENENGINEERING.COM  
 SHEET NUMBER 10080124  
 DWG NUMBER  
 SHEET 2 of 4

MATCHLINE - SEE SHEET 1 OF 4



LOC.	MAIN SIZE	STATION	DISTANCE FROM EXISTING CL	PROPOSED GAS MAIN ELEVATION	APPROX. COVER FROM EX GRADE	PROPOSED FINISHED GRADE	APPROX. COVER FROM FINISHED GRADE	DESCRIPTION OF WORK
▲	2"	114+48	20'N	782.6'	5'-3"	788.1'	5'-6"	INSTALL 2" PE MAIN BELOW PROPOSED STORM INVERT 784.1'
▲	2"	115+30	20'N	779.7'	5'-3"	785.5'	5'-10"	INSTALL 2" PE MAIN BELOW PROPOSED STORM INVERT 781.2'
▲	1"	117+64	9'N	768.5'	4'-6"	773.0'	4'-6"	INSTALL 1" PE SERVICE LINE BELOW PROPOSED STORM INVERT 770.0'
▲	1"	118+35	9'N	766.2'	4'-0"	770.2'	4'-0"	INSTALL 1" PE SERVICE LINE BELOW PROPOSED STORM INVERT 767.9'
▲	1"	118+75	9'N	765.5'	4'-0"	769.5'	4'-0"	INSTALL 1" PE SERVICE LINE BELOW PROPOSED STORM INVERT 767.3'
▲	1"	119+78	9'N	765.0'	4'-6"	769.5'	4'-6"	INSTALL 1" PE SERVICE LINE BELOW PROPOSED STORM INVERT 766.5'
▲	2"	120+89	9'N	767.3'	5'-0"	772.3'	5'-0"	INSTALL 2" PE MAIN BELOW PROPOSED STORM INVERT 770.0'

- NOTES:
- EXISTING UTILITY AND ROADWAY INFORMATION SHOWN IS APPROXIMATE. VERIFY ACTUAL LOCATION PRIOR TO CONSTRUCTION.
  - ALL PIPE IS ASSUMED TO BE INSTALLED BY HDD UNLESS OTHERWISE INDICATED ON PLANS.
  - LOCATION OF PROPOSED MAIN HAS BEEN APPROVED BY THE ENGINEERING DEPARTMENT.
  - FIELD INVESTIGATE - CONSTRUCTION CREW MUST FIELD VERIFY EXISTING SERVICE INFORMATION PRIOR TO NEW SERVICE INSTALLATION.
  - CONSTRUCTION CREW TO AVOID DISTURBANCE OF ADA RAMP.



UNLESS NOTED, ALL PLASTIC PIPE MATERIAL IS ASTM D 2513 MDPE 2708 OR HDPE 4710  
 UNLESS NOTED, ALL STEEL PIPE MATERIAL IS API 5LX52.

WORK ORDER QUANTITIES (THIS SHEET)

PIPE INSTALLATION	ACTUAL				SERVICES			
	ESTIMATE	INSERT	BORE	TRENCH	ESTIMATE	ACTUAL	ESTIMATE	ACTUAL
INSTALL 2" MP STL ON W 17 ST	140'				2" STL	120'	TIE-OVER (LONG SIDE)	4
INSTALL 2" MP PL ON N JACKSON ST	40'				2" PL	30'	TIE-OVER (SHORT SIDE)	2
							INSERT (LONG SIDE)	-
							INSERT (SHORT SIDE)	-
							TRENCH (LONG SIDE)	-
							TRENCH (SHORT SIDE)	-
							BORE (LONG SIDE)/PLOW	-
							BORE (SHORT SIDE)/PLOW	1
							FIELD INVESTIGATE	-
							METER MOVE/OUTS	-
							METERS REPLACED	-
							SERVICES RETIRED	-
SHEET TOTAL	180'					150'		



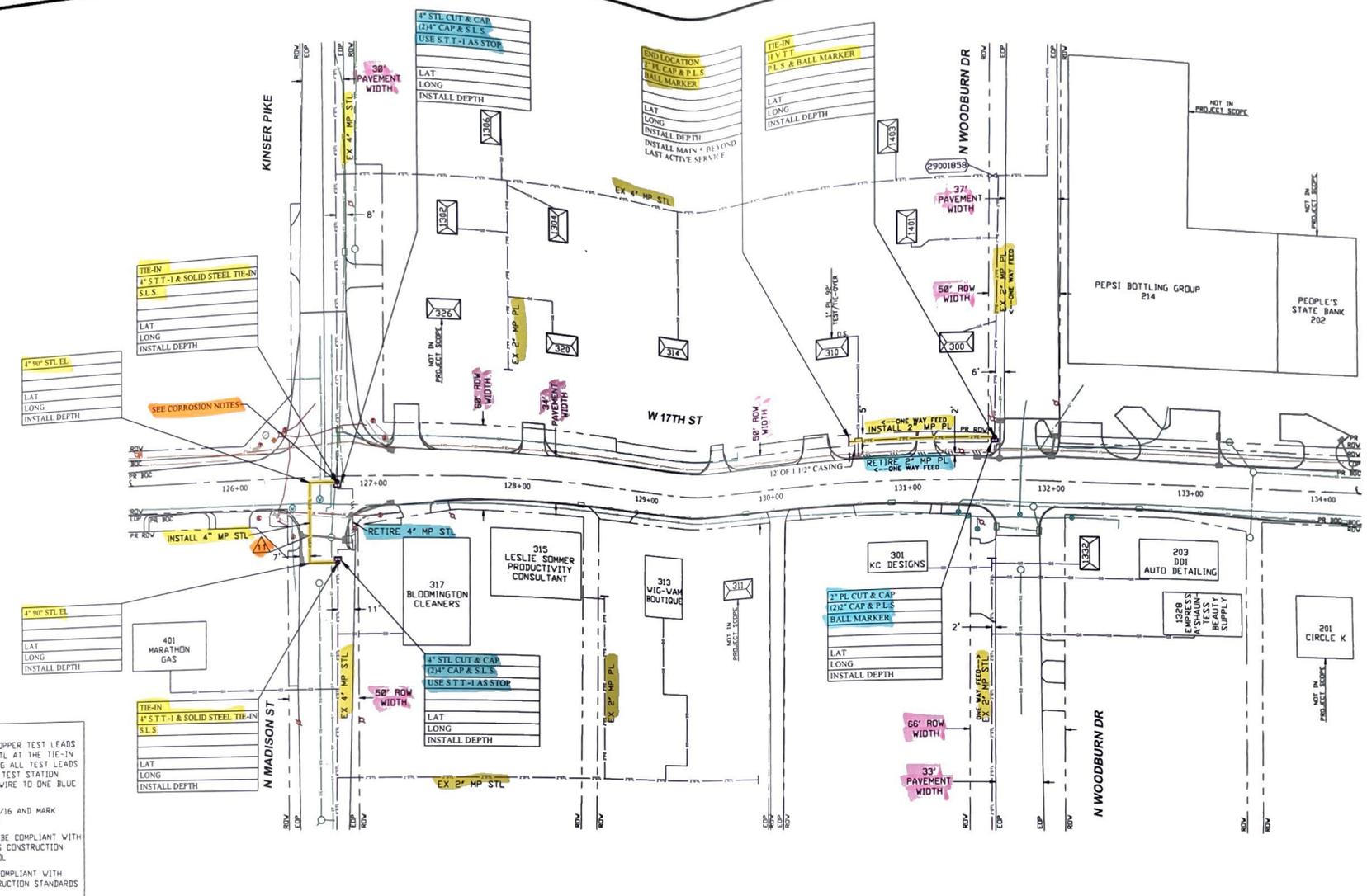
LEGEND

- PROPOSED GAS MAIN
- PROPOSED GAS SERVICE
- RETIRED GAS MAIN
- RETIRED GAS SERVICE
- EXISTING GAS MAIN
- EXISTING GAS SERVICE
- NON-CRITICAL GAS VALVE
- CRITICAL GAS VALVE
- ROAD CENTERLINE
- MENT LINE
- ROW
- EXISTING PAVEMENT
- CABLE TELEPHONE LINE
- FIBER OPTIC TELEPHONE LINE
- OVERHEAD ELECTRIC
- WATER MAIN
- STORM LINE
- SANITARY LINE

CONTRACTOR
CREW LEADER
VECTREN INSPECTOR
PROJECT START DATE
INSERVICE DATE
COMPLETION DATE
PROPOSED MAOP 60 PSIG
SYSTEM MAOP 45 PSIG
SYSTEM NOP 40.5 PSIG
DIVISION VED-SE
OPERATING CENTER BLOOMINGTON
CITY BLOOMINGTON
STATE IN
COUNTY MONROE
GIS GRID 188-206, 169-206
LATITUDE 39.179075
LONGITUDE -86.537360
DESIGNER AS/DW

17TH ST  
FOR CONSTRUCTION  
PREPARED BY: **ENG Engineering**  
28110 TORCH PARKWAY  
WARRENVILLE, IL 60555  
TEL. 630-353-4000  
FAX 630-353-7777  
WWW.ENGINEERING.COM

SHEET NUMBER: 100080124  
DWG NUMBER: 100080124  
SHEET 3 of 4



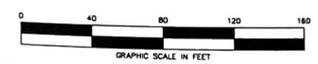
- CORROSION NOTES:**
- INSTALL 2 BLUE #10 SOLID COPPER TEST LEADS CONNECTED TO THE NEW 4" STL AT THE TIE-IN. INSTALL 2-17LB ANODES. BRING ALL TEST LEADS AND ANODE LEADS UP INTO A TEST STATION. POST TERMINATE ONE BLACK WIRE TO ONE BLUE WIRE.
  - COMPLETE 3920 FORM REV. 3/16 AND MARK "ANNUAL" FOR PH FREQUENCY.
  - TEST LEAD INSTALLATION TO BE COMPLIANT WITH SECTION 12.4 OF THE CNP GAS CONSTRUCTION STANDARDS CORROSION CONTROL.
  - ANODE INSTALLATION TO BE COMPLIANT WITH SECTION 12.3 CNP GAS CONSTRUCTION STANDARDS CORROSION CONTROL.

WORK ORDER QUANTITIES (THIS SHEET)

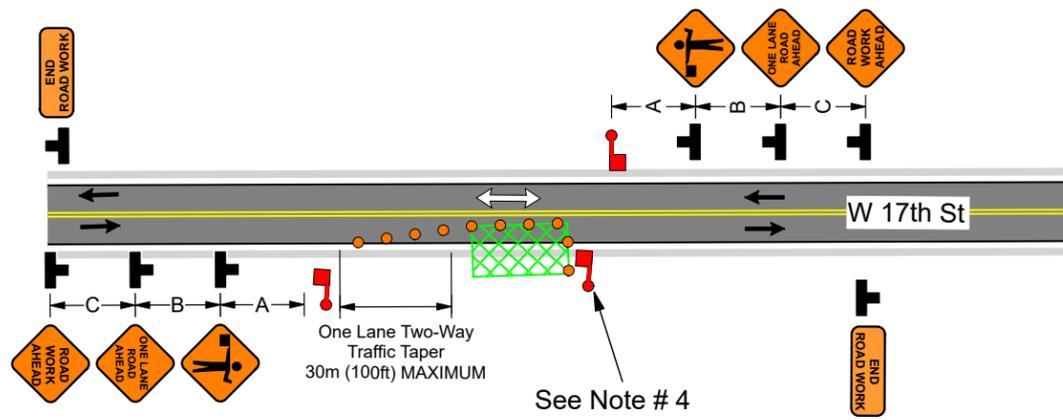
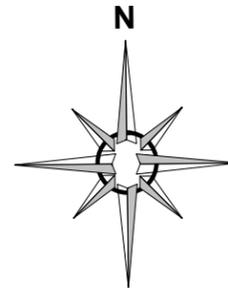
PIPE INSTALLATION	PIPE RETIREMENT				SERVICES			
	ESTIMATE	INSERT	BORE	TRENCH	ESTIMATE	ACTUAL	ESTIMATE	ACTUAL
INSTALL 4" MP STL ON N MADISON ST	95'				4" STL	65'		
INSTALL 2" MP PL ON W 17TH ST	100'				2" PL	105'		
SHEET TOTAL	195'					170'		

LOC.	MAIN SIZE	STATION	DISTANCE FROM EXISTING CL	PROPOSED GAS MAIN ELEVATION	APPROX. COVER FROM EX GRADE	PROPOSED FINISHED GRADE	APPROX. COVER FROM FINISHED GRADE	DESCRIPTION OF WORK
1	4"	126+55	40'S	792.1'	5'-0"	797.1'	5'-0"	INSTALL 4" STL MAIN BELOW PROPOSED STORM INVERT 794.1'

- NOTES:**
- EXISTING UTILITY AND ROADWAY INFORMATION SHOWN IS APPROXIMATE. VERIFY ACTUAL LOCATION PRIOR TO CONSTRUCTION.
  - ALL PIPE IS ASSUMED TO BE INSTALLED BY HDD UNLESS OTHERWISE INDICATED ON PLANS.
  - LOCATION OF PROPOSED MAIN HAS BEEN APPROVED BY THE ENGINEERING DEPARTMENT.
  - "FIELD INVESTIGATE"- CONSTRUCTION CREW MUST FIELD VERIFY EXISTING SERVICE INFORMATION PRIOR TO NEW SERVICE INSTALLATION.
  - CONSTRUCTION CREW TO AVOID DISTURBANCE OF ADA RAMP.



- UNLESS NOTED, ALL PLASTIC PIPE MATERIAL IS ASTM D 2513 MDPE 2708 OR HDPE 4710
- UNLESS NOTED, ALL STEEL PIPE MATERIAL IS API 5LX52.



**Date:** 7/8/2022 **Author:** JW **Project:** Lane Closure on Two-Lane Road Using Flaggers

**Comments:**

1. Plan is Not To Scale.
2. Flagging operation to be used to close EB lane of W 17th St.
3. Flagging example shall be used for mobile operation along W 17th St, and on the other side of street as well.
4. Contractor to provide additional flaggers to assist pedestrians around work area at all times.

W 17th St, Bloomington, IN 47404



Table 6H-2. Meaning of Symbols on Typical Application Diagrams

Road Type	Distance Between Signs**		
	A	B	C
Urban (low speed)*	100 feet	100 feet	100 feet
Urban (high speed)*	350 feet	350 feet	350 feet
Rural	500 feet	500 feet	500 feet
Expressway / Freeway	1,000 feet	1,500 feet	2,640 feet

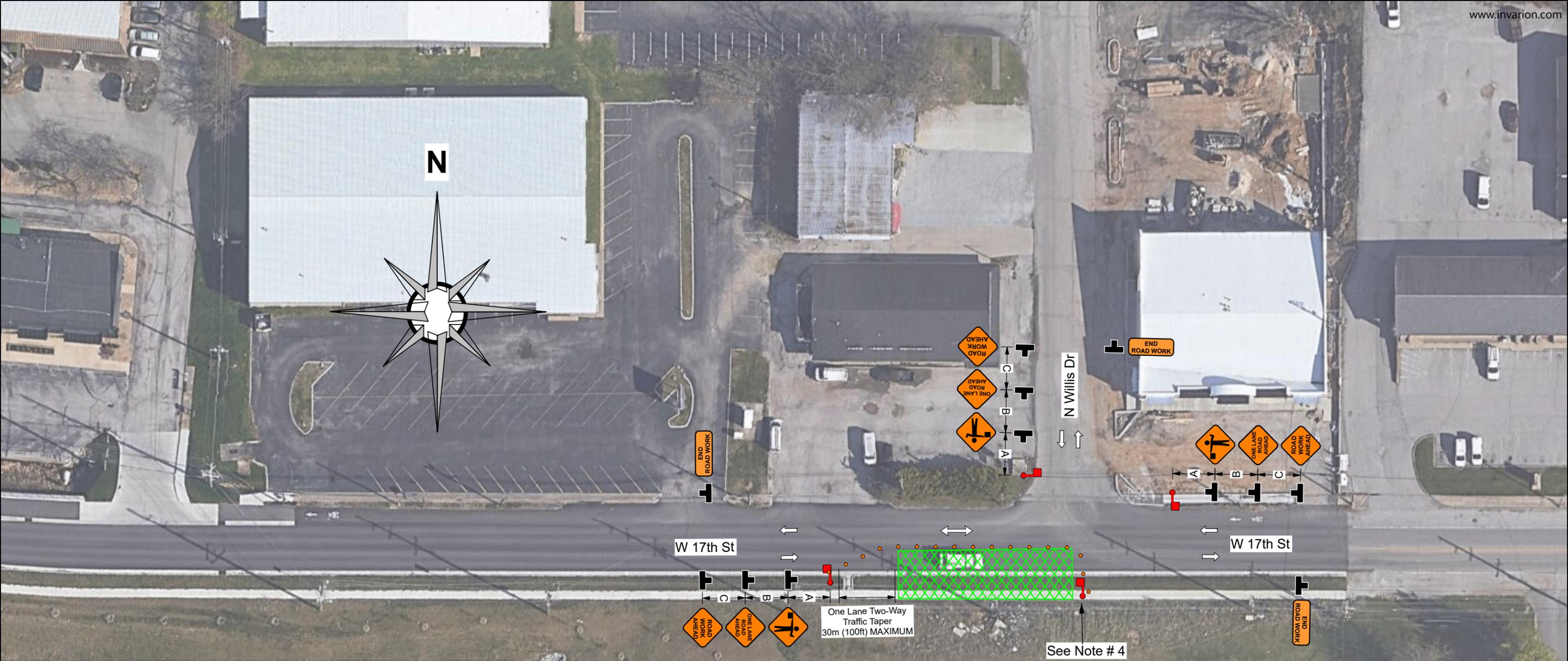
\* Speed category to be determined by highway agency

\*\* The column headings A, B, and C are the dimensions shown in Figures 6H-1 through 6H-46. The A dimension is the distance from the transition or point of restriction to the first sign. The B dimension is the distance between the first and second signs. The C dimension is the distance between the second and third signs. (The "first sign" is the sign in a three-sign series that is closest to the TTC zone. The "third sign" is the sign that is furthest upstream from the TTC zone.)

Table 6H-4. Formulas for Determining Taper Length

Speed (S)	Taper Length (L) in feet
40 mph or less	$L = \frac{WS^2}{60}$
45 mph or more	$L = WS$

Where: L = taper length in feet  
 W = width of offset in feet  
 S = posted speed limit, or off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph



**Date:** 7/8/2022 **Author:** JW **Project:** Lane Closure on Two-Lane Road Using Flaggers

**Comments:**

1. Plan is Not To Scale.
2. Flagging operation to be used to close EB lane of W 17th St.
3. Flagging example may be used on the other side of street as well.
4. Contractor to provide additional flaggers to assist pedestrians around work area at all times.

W 17th St & N Willis Dr, Bloomington, IN 47404



Table 6H-2. Meaning of Symbols on Typical Application Diagrams

Road Type	Distance Between Signs**		
	A	B	C
Urban (low speed)*	100 feet	100 feet	100 feet
Urban (high speed)*	350 feet	350 feet	350 feet
Rural	500 feet	500 feet	500 feet
Expressway / Freeway	1,000 feet	1,500 feet	2,640 feet

Table 6H-4. Formulas for Determining Taper Length

Speed (S)	Taper Length (L) in feet
40 mph or less	$L = \frac{WS^2}{60}$
45 mph or more	$L = WS$

Where: L = taper length in feet  
 W = width of offset in feet  
 S = posted speed limit, or off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

\* Speed category to be determined by highway agency

\*\* The column headings A, B, and C are the dimensions shown in Figures 6H-1 through 6H-46. The A dimension is the distance from the transition or point of restriction to the first sign. The B dimension is the distance between the first and second signs. The C dimension is the distance between the second and third signs. (The "first sign" is the sign in a three-sign series that is closest to the TTC zone. The "third sign" is the sign that is furthest upstream from the TTC zone.)



**Comments:**

1. Plan is Not To Scale.
2. Flagging operation to be used to close WB lane of W 17th St.
3. Flagging example may be used on the other side of street as well.
4. Contractor to provide additional flaggers to assist pedestrians around work area at all times.

W 17th St & N Maple St, Bloomington, IN 47404

Table 6H-2. Meaning of Symbols on Typical Application Diagrams

Road Type	Distance Between Signs**		
	A	B	C
Urban (low speed)*	100 feet	100 feet	100 feet
Urban (high speed)*	350 feet	350 feet	350 feet
Rural	500 feet	500 feet	500 feet
Expressway / Freeway	1,000 feet	1,500 feet	2,640 feet

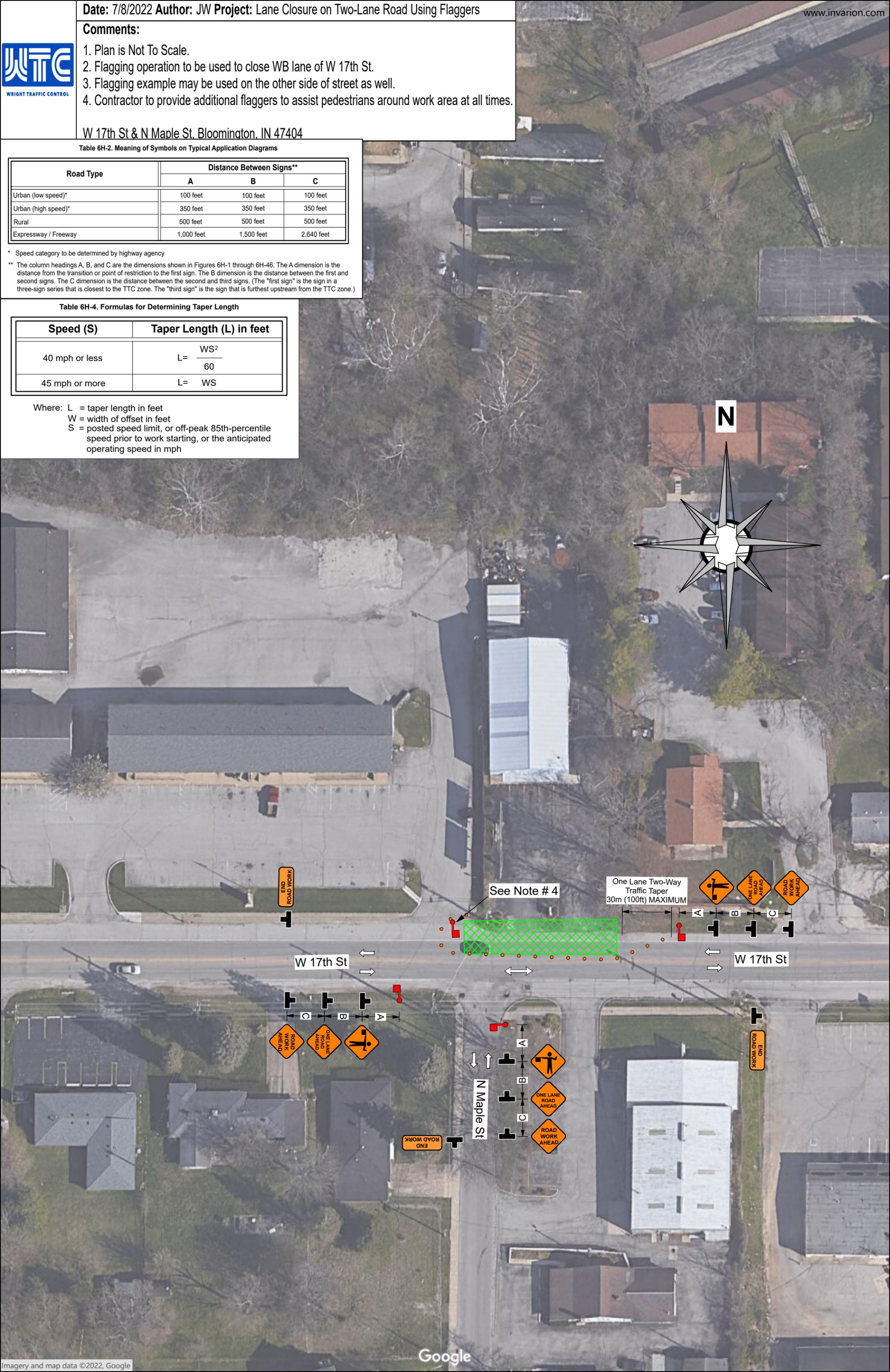
\* Speed category to be determined by highway agency

\*\* The column headings A, B, and C are the dimensions shown in Figures 6H-1 through 6H-46. The A dimension is the distance from the transition or point of restriction to the first sign. The B dimension is the distance between the first and second signs. The C dimension is the distance between the second and third signs. (The "first sign" is the sign in a three-sign series that is closest to the TTC zone. The "third sign" is the sign that is furthest upstream from the TTC zone.)

Table 6H-4. Formulas for Determining Taper Length

Speed (S)	Taper Length (L) in feet
40 mph or less	$L = \frac{WS^2}{60}$
45 mph or more	$L = WS$

Where: L = taper length in feet  
 W = width of offset in feet  
 S = posted speed limit, or off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph



**Comments:**

1. Plan is Not To Scale.
2. Flagging operation to be used to close WB lane of W 17th St.
3. Flagging example may be used on the other side of street as well.
4. Contractor to provide additional flaggers to assist pedestrians around work area at all times.

W 17th St & N Jackson St, Bloomington, IN 47404

Table 6H-2. Meaning of Symbols on Typical Application Diagrams

Road Type	Distance Between Signs**		
	A	B	C
Urban (low speed)*	100 feet	100 feet	100 feet
Urban (high speed)*	350 feet	350 feet	350 feet
Rural	500 feet	500 feet	500 feet
Expressway / Freeway	1,000 feet	1,500 feet	2,640 feet

\* Speed category to be determined by highway agency

\*\* The column headings A, B, and C are the dimensions shown in Figures 6H-1 through 6H-46. The A dimension is the distance from the transition or point of restriction to the first sign. The B dimension is the distance between the first and second signs. The C dimension is the distance between the second and third signs. (The "first sign" is the sign in a three-sign series that is closest to the TTC zone. The "third sign" is the sign that is furthest upstream from the TTC zone.)

Table 6H-4. Formulas for Determining Taper Length

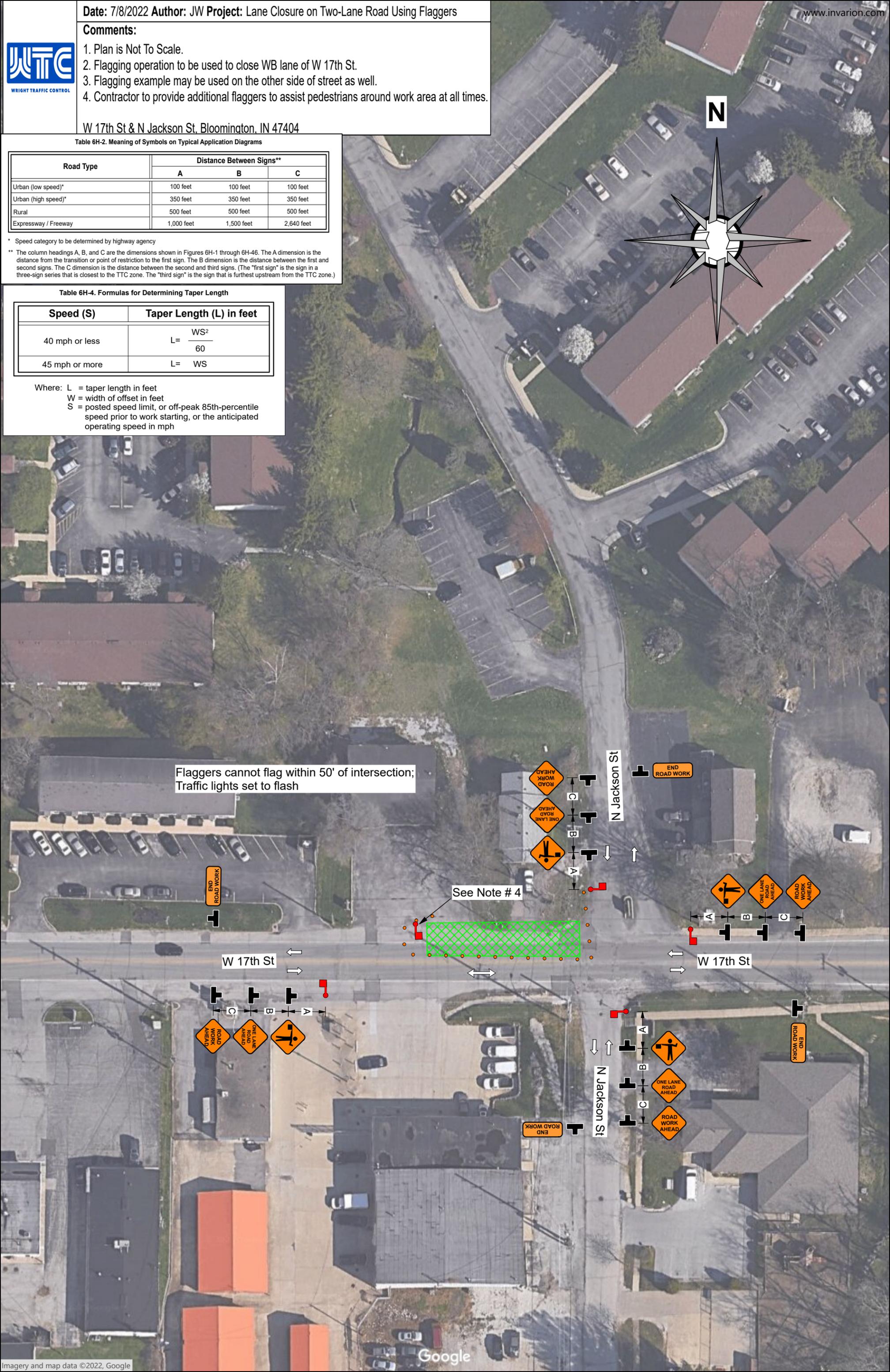
Speed (S)	Taper Length (L) in feet
40 mph or less	$L = \frac{WS^2}{60}$
45 mph or more	$L = WS$

Where: L = taper length in feet  
 W = width of offset in feet  
 S = posted speed limit, or off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph



Flaggers cannot flag within 50' of intersection;  
 Traffic lights set to flash

See Note # 4



Comments:

1. Plan is Not To Scale.
2. Flagging operation to be used to close WB lane of W 17th St.
3. Flagging operation to be used to close SB lane of N Woodburn Ave.
4. Contractor to provide additional flaggers to assist pedestrians around work area at all times.
5. Flagging operation to close left turn lane pocket on W 17th St.
6. Flagging example may be used on other side of the street as well.

W 17th St & N Woodburn Ave, Bloomington, IN 47404

Table 6H-2. Meaning of Symbols on Typical Application Diagrams

Road Type	Distance Between Signs**		
	A	B	C
Urban (low speed)*	100 feet	100 feet	100 feet
Urban (high speed)*	350 feet	350 feet	350 feet
Rural	500 feet	500 feet	500 feet
Expressway / Freeway	1,000 feet	1,500 feet	2,640 feet

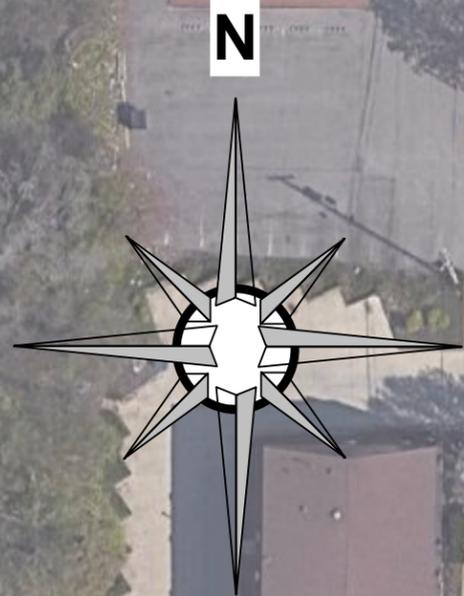
\* Speed category to be determined by highway agency

\*\* The column headings A, B, and C are the dimensions shown in Figures 6H-1 through 6H-46. The A dimension is the distance from the transition or point of restriction to the first sign. The B dimension is the distance between the first and second signs. The C dimension is the distance between the second and third signs. (The "first sign" is the sign in a three-sign series that is closest to the TTC zone. The "third sign" is the sign that is furthest upstream from the TTC zone.)

Table 6H-4. Formulas for Determining Taper Length

Speed (S)	Taper Length (L) in feet
40 mph or less	$L = \frac{WS^2}{60}$
45 mph or more	$L = WS$

Where: L = taper length in feet  
 W = width of offset in feet  
 S = posted speed limit, or off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph





# CITY OF BLOOMINGTON

## RIGHT-OF-WAY USE PERMIT APPLICATION

401 N Morton Street, Suite 130  
P.O. Box 100  
Bloomington, IN 47402

Phone: (812) 349-3423  
Fax: (812) 349-3520  
Email: [planning@bloomington.in.gov](mailto:planning@bloomington.in.gov)

ROW EXCAVATION  ROW USE

ADDRESS OF ROW ACTIVITY: N. Willis Dr.

<p><b>A. APPLICANT/AGENT INFORMATION:</b></p> <p>APPLICANT NAME: <u>Miller Pipeline</u>          E-MAIL: <u>David.Hudson@millerpipeline.com</u>          COMPANY: <u>Miller Pipeline</u>          ADDRESS: <u>1762 Graham Rd</u>          CITY, STATE, ZIP: <u>Franklin In 46131</u>          24-HR EMERGENCY CONTACT NAME: <u>David Hudson</u>          24-HR CONTACT PHONE #: <u>317-509-1095</u>          INSURANCE #: <u>MW7Y3H20-30</u> COMPANY: <u>Old Republic</u>          BOND #: <u>105764323</u> COMPANY: <u>Travelers</u>  <small>*INSURANCE &amp; BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small></p> <p style="text-align: center;"><b>**SUBCONTRACTOR INFORMATION**</b></p> <p>(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)</p> <p>COMPANY NAME: _____</p> <p><b>B. WORK DESCRIPTION:</b></p> <p><input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input type="checkbox"/> CONSTRUCTION USE*          (EXPLAIN): _____</p> <p><small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small></p> <p><b>C. RIGHT OF WAY TO BE USED/CLOSED:</b></p> <p>STREET NAME 1: <u>Willis St</u>          1ST INTERSECTING STREET NAME: <u>N. Willis Dr</u>          2ND INTERSECTING STREET NAME: _____</p> <p><input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>  <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER          TRANSIT STOP? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <small>**NON-METERED</small>          START DATE: <u>7-18-22</u> END DATE: <u>7-21-22</u> # OF DAYS*: <u>4</u></p> <p>STREET NAME 2: _____          1ST INTERSECTING STREET NAME: _____          2ND INTERSECTING STREET NAME: _____</p> <p><input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>  <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER          TRANSIT STOP? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <small>**NON-METERED</small>          START DATE: _____ END DATE: _____ # OF DAYS*: _____</p> <p><small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small></p> <p>STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM &amp; 6:00 PM - 9:00 PM          STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input checked="" type="checkbox"/>          REQUESTED CLOSURE HOURS: <u>7:30</u> AM - <u>5:00</u> PM  <small>*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process          BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)</small></p>	<p><b>D. TRAFFIC CONTROL DEVICES*:</b></p> <p><input checked="" type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD  <input type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES  <input checked="" type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER</p> <p><small>*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED          See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet</small></p> <p><b>E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N</b></p> <p>IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S)          APPLICATION LOCATED: <a href="https://bloomington.in.gov/transportation/parking/moving">https://bloomington.in.gov/transportation/parking/moving</a> OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436</p> <p><b>F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?</b></p> <p>PROJECT NAME: _____          PROJECT #: _____          PROJECT MGR.: _____          PROJECT MGR. #: _____  <small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY          *IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY</small></p> <p><b>G. EXCAVATIONS:</b></p> <p>SQ FT OF PAVEMENT* EXCAVATIONS: <u>2156 FT</u>  <small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small>          SQ FT OF NON-PAVEMENT* EXCAVATIONS: <u>4056 FT</u>  <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small>          LINEAL FT OF BORE*: <u>150 FT</u>  <small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small>          # OF POLE INSTALLATIONS/REMOVAL: _____          SQ FT OF SIDEWALK RECONSTRUCTION*: _____  <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small>          SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____  <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small>          #RESIDENTIAL DRIVEWAY INSTALLATION: _____</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.</p> </div> <p><b>H. INDEMNIFICATION AGREEMENT:</b></p> <p>The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.</p> <p>I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.</p> <p>PRINT NAME: <u>David Hudson</u>          SIGNATURE: <u>[Signature]</u>          DATE: <u>6-29-22</u></p>
---	--

For Administration Use Only (applicable to CLOSURE approval)

Approved By: \_\_\_\_\_  BPW  City Engineer  Director Date: \_\_\_\_\_

Staff Representative: \_\_\_\_\_ Phone#: \_\_\_\_\_ Date: \_\_\_\_\_



# CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

401 N Morton Street, Suite 130  
P.O. Box 100  
Bloomington, IN 47402

Phone: (812) 349-3423  
Fax: (812) 349-3520  
Email: [planning@bloomington.in.gov](mailto:planning@bloomington.in.gov)

ROW EXCAVATION  ROW USE  
ADDRESS OF ROW ACTIVITY: 930 W. 17th St

<p><b>A. APPLICANT/AGENT INFORMATION:</b></p> <p>APPLICANT NAME: <u>Miller Pipeline</u>          E-MAIL: <u>David.Hudson@millerpipeline.com</u>          COMPANY: <u>Miller Pipeline</u>          ADDRESS: <u>1762 Graham Rd</u>          CITY, STATE, ZIP: <u>Franklin In 46131</u>          24-HR EMERGENCY CONTACT NAME: <u>David Hudson</u>          24-HR CONTACT PHONE #: <u>317-509-1095</u>          INSURANCE #: <u>MN7Y3H22-20</u> COMPANY: <u>Old Republic</u>          BOND #: <u>105764323</u> COMPANY: <u>Travelers</u>  <small>*INSURANCE &amp; BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small></p> <p style="text-align: center;"><b>**SUBCONTRACTOR INFORMATION**</b></p> <p><small>(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)</small></p> <p>COMPANY NAME: _____</p> <p><b>B. WORK DESCRIPTION:</b></p> <p><input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input type="checkbox"/> CONSTRUCTION USE*  <small>(EXPLAIN):</small></p> <p><small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small></p> <p><b>C. RIGHT OF WAY TO BE USED/CLOSED:</b></p> <p>STREET NAME 1: <u>W 17th St</u>          1ST INTERSECTING STREET NAME: <u>N. Willis Dr.</u>          2ND INTERSECTING STREET NAME: _____</p> <p><input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>  <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER</p> <p>TRANSIT STOP? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <small>**NON-METERED</small>          START DATE: <u>7-11-22</u> END DATE: <u>7-13</u> # OF DAYS*: _____</p> <p>STREET NAME 2: _____          1ST INTERSECTING STREET NAME: _____          2ND INTERSECTING STREET NAME: _____</p> <p><input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>  <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER</p> <p>TRANSIT STOP? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <small>**NON-METERED</small>          START DATE: _____ END DATE: _____ # OF DAYS*: _____</p> <p><small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small></p> <p>STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM &amp; 6:00 PM - 9:00 PM          STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input checked="" type="checkbox"/>          REQUESTED CLOSURE HOURS: <u>7:30</u> AM - <u>5:00</u> PM  <small>*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process          BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)</small></p>	<p><b>D. TRAFFIC CONTROL DEVICES*:</b></p> <p><input checked="" type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD  <input type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES  <input checked="" type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER</p> <p><small>*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet</small></p> <p><b>E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N</b></p> <p><small>IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: <a href="https://bloomington.in.gov/transportation/parking/">https://bloomington.in.gov/transportation/parking/</a> moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436</small></p> <p><b>F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?</b></p> <p>PROJECT NAME: _____          PROJECT #: _____          PROJECT MGR.: _____          PROJECT MGR. #: _____</p> <p><small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY          *IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY</small></p> <p><b>G. EXCAVATIONS:</b></p> <p>SQ FT OF PAVEMENT* EXCAVATIONS: <u>16 sq ft</u>  <small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small>          SQ FT OF NON-PAVEMENT* EXCAVATIONS: <u>24 sq ft</u>  <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small>          LINEAL FT OF BORE*: <u>100</u>  <small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small>          # OF POLE INSTALLATIONS/REMOVAL: _____          SQ FT OF SIDEWALK RECONSTRUCTION*: _____  <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small>          SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____  <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small>          #RESIDENTIAL DRIVEWAY INSTALLATION: _____</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p style="font-size: small;">TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.</p> </div> <p><b>H. INDEMNIFICATION AGREEMENT:</b></p> <p><small>The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.</small></p> <p>I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.</p> <p>PRINT NAME: <u>David Hudson</u>          SIGNATURE: <u>[Signature]</u>          DATE: <u>6-29-22</u></p>
--	--

For Administration Use Only (applicable to CLOSURE approval)

Approved By: \_\_\_\_\_  BPW  City Engineer  Director Date: \_\_\_\_\_

Staff Representative: \_\_\_\_\_ Phone#: \_\_\_\_\_ Date: \_\_\_\_\_



# CITY OF BLOOMINGTON

## RIGHT-OF-WAY USE PERMIT APPLICATION

401 N Morton Street, Suite 130  
P.O. Box 100  
Bloomington, IN 47402

Phone: (812) 349-3423  
Fax: (812) 349-3520  
Email: [planning@bloomington.in.gov](mailto:planning@bloomington.in.gov)

ROW EXCAVATION  ROW USE

ADDRESS OF ROW ACTIVITY: 926 W. 17th St

### A. APPLICANT/AGENT INFORMATION:

APPLICANT NAME: Miller Pipeline  
E-MAIL: David.Hudson@millerpipeline.com  
COMPANY: Miller Pipeline  
ADDRESS: 1762 Graham Rd  
CITY, STATE, ZIP: Franklin In 46131  
24-HR EMERGENCY CONTACT NAME: David Hudson  
24-HR CONTACT PHONE #: 317-509-1095  
INSURANCE #: MV743420-20 COMPANY: Old Republic  
BOND #: 105764323 COMPANY: Travelers  
\*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED

### \*\*SUBCONTRACTOR INFORMATION\*\*

(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)

COMPANY NAME:

### B. WORK DESCRIPTION:

POD/DUMPSTER  CRANE  SCAFFOLDING  CONSTRUCTION USE\*  
(EXPLAIN):

\*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND

### C. RIGHT OF WAY TO BE USED/CLOSED:

STREET NAME 1: W. 17th  
1ST INTERSECTING STREET NAME: N. Willis Dr  
2ND INTERSECTING STREET NAME:

ROAD CLOSURE  LANE CLOSURE 1  2  3

SIDEWALK\*  BIKE LANE  OTHER

TRANSIT STOP?  Y  N PARKING LANE(S)\*\*  Y  N \*\*NON-METERED

START DATE: 7-12 END DATE: 7-14 # OF DAYS\*:

STREET NAME 2:

1ST INTERSECTING STREET NAME:

2ND INTERSECTING STREET NAME:

ROAD CLOSURE  LANE CLOSURE 1  2  3

SIDEWALK\*  BIKE LANE  OTHER

TRANSIT STOP?  Y  N PARKING LANE(S)\*\*  Y  N \*\*NON-METERED

START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_ # OF DAYS\*:

\*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW

STANDARD CLOSURE HOURS MON-FRI\*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM

STANDARD CLOSURE HOURS  \*NON-STANDARD CLOSURE HOURS

REQUESTED CLOSURE HOURS: 7:30 AM - 5:00 PM

\*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process

BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)

### D. TRAFFIC CONTROL DEVICES\*:

CONES  ARROWBOARD  
 LIGHTED BARRELS  TYPE 3 BARRICADES  
 FLAGGERS  BPD OFFICER

\*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet

### E. METERED PARKING SPACES NEEDED: Y N

IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: <https://bloomington.in.gov/transportation/parking/> moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436

### F. IS THIS A CBU\* COUNTY\* IU\* NP\* PROJECT?

PROJECT NAME:

PROJECT #:

PROJECT MGR.:

PROJECT MGR. #:

\*CBU = CITY OF BLOOMINGTON UTILITIES \*COUNTY = MONROE COUNTY  
IU = INDIANA UNIVERSITY \*NP = NOT-FOR-PROFIT AGENCY

### G. EXCAVATIONS:

SQ FT OF PAVEMENT\* EXCAVATIONS: 165 sq ft

\*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS

SQ FT OF NON-PAVEMENT\* EXCAVATIONS: 245 sq ft

\*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE

LINEAL FT OF BORE\*: 100 ft

\*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS

# OF POLE INSTALLATIONS/REMOVAL:

SQ FT OF SIDEWALK RECONSTRUCTION\*:

\*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED

SQ FT OF SIDEWALK NEW CONSTRUCTION\*:

\*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE

#RESIDENTIAL DRIVEWAY INSTALLATION:



TO SUBMIT A LOCATE REQUEST 24 HRS A DAY,  
7 DAYS A WEEK  
CALL 811 OR 800-382-5544  
CALL 2 WORKING DAYS BEFORE YOU DIG.  
ITS THE LAW.

### H. INDEMNIFICATION AGREEMENT:

The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.

PRINT NAME: David Hudson

SIGNATURE: [Signature]

DATE: 6-24-22

For Administration Use Only (applicable to CLOSURE approval)

Approved By: \_\_\_\_\_  BPW  City Engineer  Director Date: \_\_\_\_\_

Staff Representative: \_\_\_\_\_ Phone#: \_\_\_\_\_ Date: \_\_\_\_\_



## Board of Public Works Staff Report

---

**Project/Event:** Request from Renascent, Inc. for street closures on N Dunn St and N Grant St

**Staff Representative:** Paul Kehrberg

**Petitioner/Representative:** Sean Floyd

**Date:** July 19<sup>th</sup>, 2022

---

**Report:** Renascent, Inc. has been contracted by Indiana University to demolish Poplars Building located at 400 E 7<sup>th</sup> St. They will not do any work from or within the right of way, but they are requesting street closures. Renascent is requesting a full street closure on N Grant St from E 7<sup>th</sup> St to the east/west alley to the south, including the alley. They will also close the sidewalk along the east side of N Grant St. This closure is requested from August 1 to August 13, 2022.

Renascent is also requesting a full street closure on N Dunn St from E 7<sup>th</sup> St to the east/west alley to the south. They are also requesting to close the sidewalk along the west side of N Dunn St adjacent to their site. This closure is requested from August 29 to September 9, 2022.

All of these closures are requested to ensure public safety will the demolition activities are taking place. Each closure will be enclosed with 6' tall fencing. The closures will only be in place during working hours, and will be pulled back overnight.

Staff has reviewed their maintenance of traffic plans. There have been coordination meetings with representatives from IU, Renascent, and the City to ensure the project is completed successfully.



**RENASCENT**

Experts in Demolition™

935 W. Troy Ave. : Indianapolis, IN 46225  
Toll-Free 844.321.DEMO (3366)  
Office 317.783.1500 : Fax 317.783.4860  
info@renascentinc.com : renascentinc.com

7/12/2022

Renasant has been contracted by Indiana University to demolish the IU Poplars Building at 400 E 7<sup>th</sup> Street. We will be demolishing the building and pulling it down to the North onto the space vacated by the single-story level. We will not be working from the Right of Way or staging any materials on the Right of Way. However, to ensure the public safety we are requesting some short-term street closures as well as selective sidewalk closures. These closures would only be up during the working hours of the project and the Right of Way would be opened for traffic at all other times.

For a safety barrier to the public, we are asking for a closure of Grant Street from E 7<sup>th</sup> Street to the alley between IU Poplars and the IU Poplars Parking Garage starting on 8/1/2022 to 8/13/2022. This would also include the alley between IU Poplars and the IU Poplars Parking Garage. We are also asking that the sidewalk on the East side of Grant be closed during that time. We would redirect the pedestrian traffic to the sidewalk on the west side of Grant. The pedestrians would be protected by a 6' fence set in the parking lane.

We are also asking for a closure of N Dunn Street from E 7<sup>th</sup> Street to the alley between IU Poplars and the IU Poplars Parking Garage starting on 8/29/2022 to 9/9/2022. We are asking for the sidewalk on the west side of Dunn Street to be closed during this time. We would redirect the pedestrian traffic to the sidewalk on the east side of Dunn. The pedestrians would be protected by a 6' fence set in the parking lane.

We understand the implications to the residents of redirecting and closing the lanes but feel that the safety of the Public is paramount to any inconvenience.

Thank you,

Sean Floyd

Project Manager



**RENASCENT**

Experts in Demolition™

*Letter to Neighbors Delivered to  
Residents by hand 7/12/2022*

935 W. Troy Ave. : Indianapolis, IN 46225  
Toll-Free 844.321.DEMO (3366)  
Office 317.783.1500 : Fax 317.783.4860  
info@renascentinc.com : renascentinc.com

7/12/2022

Renascent has begun the task of dismantling the IU Poplars Building and turning it into a green space. With all progress there is unfortunately a certain amount of disturbance and inconvenience to those surrounding. I want to start by apologizing for any inconvenience that we may create and want to assure you that we will make every effort to minimize the disruption. You have a beautiful neighborhood that we want to assist in improving ever further by the removal of the IU Poplars Building.

In the next few days, we will removing the lower Northside portion of the building. This allows us to have an area adjacent to the building to work from. Once the lower level is removed, we will be taking the tall portion of the building down selectively with a high-reach excavator and pulling it down to the northside where it will be sorted, removed and recycled.

To provide a safety buffer to the public, we are asking for a closure of Grant Street from E 7<sup>th</sup> Street to the alley between IU Poplars and the IU Poplars Parking Garage starting on 8/1/2022 to 8/13/2022. This would also include the alley between IU Poplars and the IU Poplars Parking Garage. This closure would only take place during working hours and would be removed at the completion of each day. Renascent crews will not be working on or within the Right of Way but merely closing it for safety.

Additionally, we are also requesting a closure of N Dunn Street from E 7<sup>th</sup> Street to the alley between IU Poplars and the IU Poplars Parking Garage starting on 8/29/2022 to 9/9/2022. This closure would only take place during working hours and would be removed at the completion of each day. This again would be merely as a safety measure for the public.

We will be presenting this to the Board of Public Works on Tuesday, July 19<sup>th</sup> at 5:30pm in the City Hall Chambers.

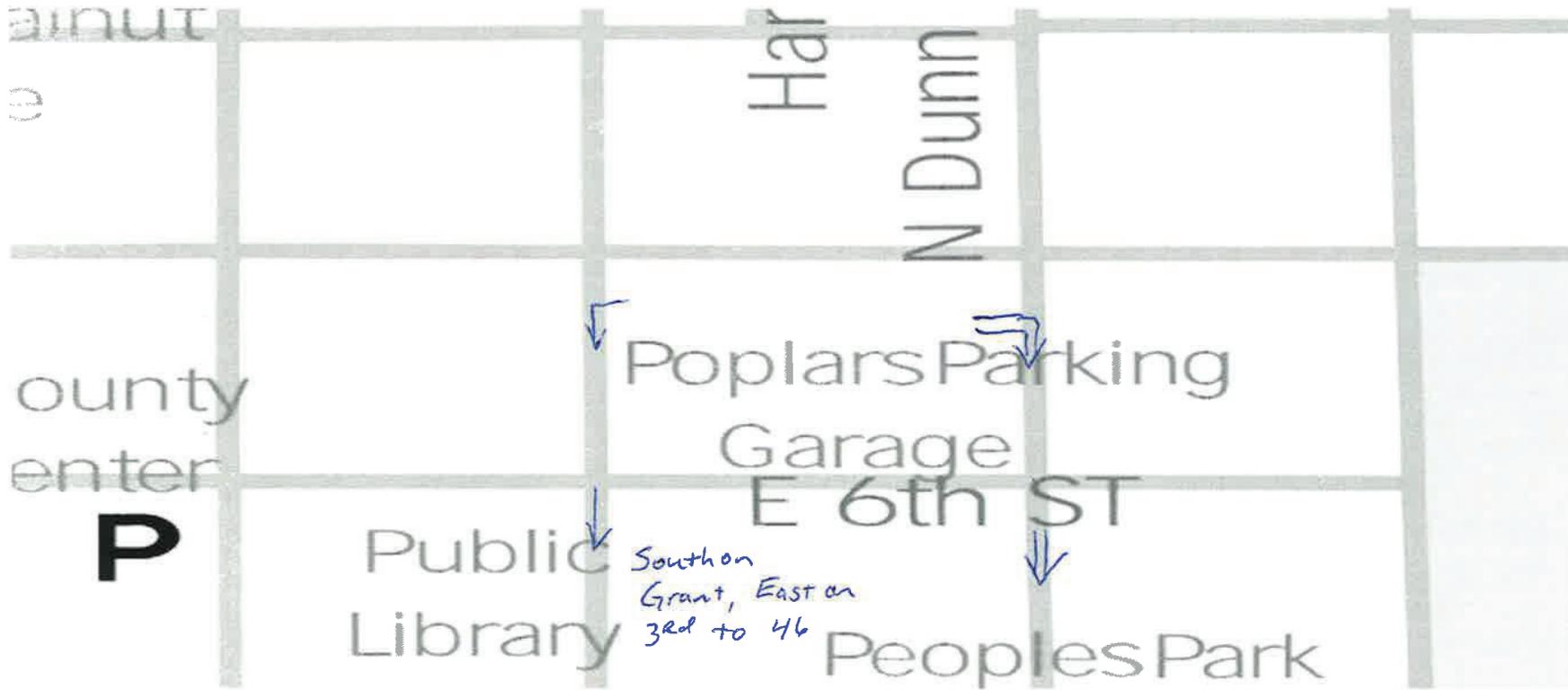
I would like to again express my apologizes for any disruption and inconveniences that this request may cause.

Thank you,

Sean Floyd

Project Manager

Renascent Truck Routes During Closures



A: "Sidewalk Closed Please Use Other Side"

B: IIB Barricade with Road Closed Sign

C: OSHA Trained Flagger

D: "No Right Turn"

E: "No Left Turn"

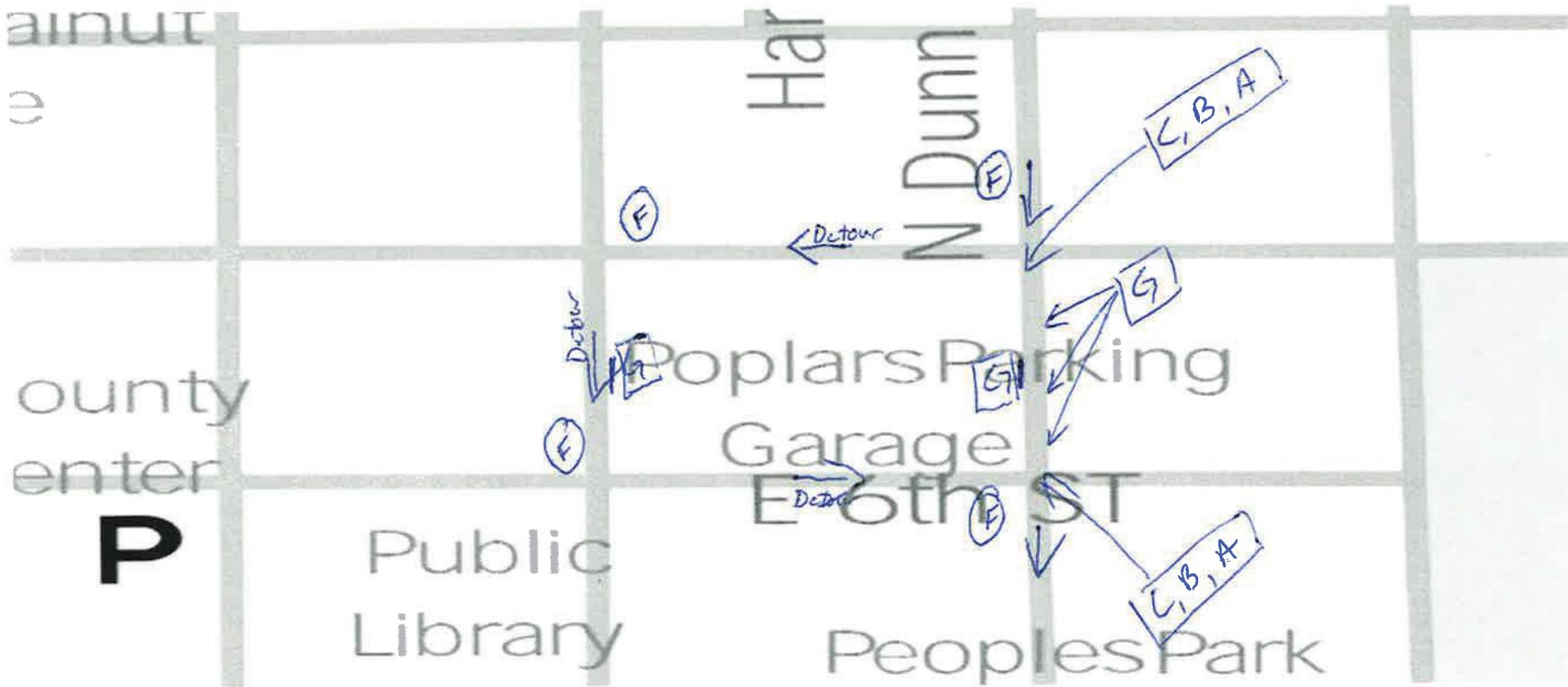
F: "Dunn Street Detour" Arrow Sign

G: Six Foot Fence Panels

→ Grant Street Closure 8/1 to 8/13  
Truck Route

⇒ Dunn Street Closure 8/29 to 9/9

North Dunn Street Closure (Daytime Only) and alley between IU Poplars and IU Poplars Garage. Southbound Dunn Street will detour via Grant Street. Sidewalk on the <sup>East</sup> West Side of Dunn Street will be closed with "Sidewalk Closed Use Other Side"



A: "Sidewalk Closed Please Use Other Side"

B: III B Barricade with Road Closed Sign

C: OSHA Trained Flagger

D: "No Right Turn"

E: "No Left Turn"

F: "Dunn Street Detour" Arrow Sign

G: Six Foot Fence Panels

Dunn Street Closure

8/29 to 9/9

North Grant Street Closure (Daytime only), alley between IU Poplars Building and IU Poplars Garage. Northbound Grant Detour will utilize Lincoln and Southbound Grant Street Via Dunn Street. Sidewalk on West Side of Grant Closed with "Sidewalk Closed Sign Use Other Side"



A: "Sidewalk Closed Please Use Other Side"

B: IIIB Barricade with Road Closed Sign

C: OSHA Trained Flagger

D: "No Right Turn"

E: "No Left Turn"

F: "Grant Street Detour" Arrow Sign

G: Six Foot Fence Panels

Grant Street  
 Closure  
 8/1 to 8/13



# CITY OF BLOOMINGTON

## RIGHT-OF-WAY USE PERMIT APPLICATION

P.O. Box 100  
Bloomington, IN 47402

Phone: (812) 349-3913  
Fax: (812) 349-3520  
Email: [engineering@bloomington.in.gov](mailto:engineering@bloomington.in.gov)

ROW EXCAVATION  ROW USE

ADDRESS OF ROW ACTIVITY: \_\_\_\_\_

<p><b>A. APPLICANT/AGENT INFORMATION:</b></p> <p>APPLICANT NAME: <u>Sean Floyd</u></p> <p>E-MAIL: <u>Sfloyd@renascentinc.com</u></p> <p>COMPANY: <u>Renascent Inc</u></p> <p>ADDRESS: <u>935 West Troy</u></p> <p>CITY, STATE, ZIP: <u>Indianapolis IN 46225</u></p> <p>24-HR EMERGENCY CONTACT NAME: <u>317-354-5232</u></p> <p>24-HR CONTACT PHONE #: <u>Sean Floyd</u></p> <p>INSURANCE #: <u>18648483</u> COMPANY: <u>Lockton</u></p> <p>BOND#: <u>IN 5963485</u> COMPANY: <u>Merchants</u></p> <p><small>* INSURANCE &amp; BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small></p> <p style="text-align: center;"><b>**SUBCONTRACTOR INFORMATION**</b></p> <p>(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)</p> <p>COMPANY NAME: <u>Renascent</u></p> <p><b>B. WORK DESCRIPTION:</b></p> <p><input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input type="checkbox"/> CONSTRUCTION USE*</p> <p>(EXPLAIN): <u>Safety Zone</u></p> <p><small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small></p> <p><b>C. RIGHT OF WAY TO BE USED/CLOSED:</b></p> <p>STREET NAME 1: <u>Grant Street</u></p> <p>1ST INTERSECTING STREET NAME: <u>7th</u></p> <p>2ND INTERSECTING STREET NAME: <u>6th</u></p> <p><input checked="" type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/></p> <p><input checked="" type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER</p> <p>TRANSIT STOP? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N PARKING LANE(S)** <input checked="" type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED</p> <p>START DATE: <u>8/11</u> END DATE: <u>8/13</u> # OF DAYS*: <u>13</u></p> <p>STREET NAME 2: <u>Dunn Street</u></p> <p>1ST INTERSECTING STREET NAME: <u>7th</u></p> <p>2ND INTERSECTING STREET NAME: <u>6th</u></p> <p><input checked="" type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/></p> <p><input checked="" type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER</p> <p>TRANSIT STOP? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N PARKING LANE(S)** <input checked="" type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED</p> <p>START DATE: <u>8/29</u> END DATE: <u>9/9</u> # OF DAYS*: <u>13</u></p> <p><small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small></p> <p><b>STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM &amp; 6:00 PM - 9:00 PM</b></p> <p>STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/></p> <p>REQUESTED CLOSURE HOURS: <u>7</u> AM - <u>5</u> PM</p> <p><small>*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)</small></p>	<p><b>D. TRAFFIC CONTROL DEVICES*:</b></p> <p><input type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD</p> <p><input type="checkbox"/> LIGHTED BARRELS <input checked="" type="checkbox"/> TYPE 3 BARRICADES</p> <p><input checked="" type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER</p> <p><small>*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet</small></p> <p><b>E. METERED PARKING SPACES NEEDED: <input checked="" type="checkbox"/> Y <input type="checkbox"/> N</b></p> <p>IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: <a href="https://bloomington.in.gov/transportation/parking/moving">https://bloomington.in.gov/transportation/parking/moving</a> OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436</p> <p><b>F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input checked="" type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?</b></p> <p>PROJECT NAME: <u>IU Poplars</u></p> <p>PROJECT #: <u>BLOO8 #20210291</u></p> <p>PROJECT MGR.: <u>Dave Riffel</u></p> <p>PROJECT MGR. #: <u>812-325-5560</u></p> <p><small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY</small></p> <p><b>G. EXCAVATIONS:</b></p> <p>SQ FT OF PAVEMENT* EXCAVATIONS: <u>N/A</u></p> <p><small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small></p> <p>SQ FT OF NON-PAVEMENT* EXCAVATIONS: <u>N/A</u></p> <p><small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small></p> <p>LINEAL FT OF BORE*: <u>N/A</u></p> <p><small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small></p> <p># OF POLE INSTALLATIONS/REMOVAL: <u>NA</u></p> <p>SQ FT OF SIDEWALK RECONSTRUCTION*: <u>NA</u></p> <p><small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small></p> <p>SQ FT OF SIDEWALK NEW CONSTRUCTION*: <u>N/A</u></p> <p><small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small></p> <p># RESIDENTIAL DRIVEWAY INSTALLATION: <u>N/A</u></p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p style="text-align: center;"><b>Indiana 811</b></p> <p style="text-align: center;"><small>Know what's below. Call before you dig.</small></p> </div> <p>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. IT'S THE LAW.</p> <p><b>H. INDEMNIFICATION AGREEMENT:</b></p> <p>The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.</p> <p>I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.</p> <p>PRINT NAME: <u>Sean Floyd</u></p> <p>SIGNATURE: <u>Sean Floyd</u></p> <p>DATE: <u>7/13/2022</u></p>
--	--

For Administration Use Only (applicable to CLOSURE approval)

Approved By: \_\_\_\_\_  BPW  City Engineer  Director Date: \_\_\_\_\_

Staff Representative: \_\_\_\_\_ Phone#: \_\_\_\_\_ Date: \_\_\_\_\_



## Board of Public Works Staff Report

---

**Project/Event:** Award 2022 Pavement Marking Contract  
**Petitioner/Representative:** Street Department  
**Staff Representative:** Joe Van Deventer  
**Meeting Date:** July 19, 2022

---

Bids were opened at the May 23, 2022 Board of Public Works session. Indiana Sign & Barricade was the only bidder and that bid was determined to be responsible and responsive for the 2022 Pavement Marking Contract.

**Indiana Sign & Barricade, Inc.**                      **\$ 154,850.00**

---

# City of Bloomington Contract and Purchase Justification Form

Vendor: Indiana Sign & Barricade, Inc.

Contract Amount: \$ 154,850

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

## PURCHASE INFORMATION

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

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

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

# of Submittals: 1	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Met item or need requirements?	<input type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input type="checkbox"/>			

3. State why this vendor was selected to receive the award and contract:  
Indiana Sign & Barricade, Inc., submitted the only bid for this project. The bid was responsive and responsible.

Joe Van Deventer

Dir. of Street Operations

Public Works

Print/Type Name

Print/Type Title

Department

# AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

DEPARTMENT OF PUBLIC WORKS

STREET DIVISION

AND

INDIANA SIGN & BARRICADE, INC.

FOR

PAVEMENT MARKING SERVICES

**THIS AGREEMENT**, executed by and between the City of Bloomington, Indiana, Engineering Department through the Board of Public Works (hereinafter CITY), and Indiana Sign & Barricade, Inc., (hereinafter CONTRACTOR);

**WITNESSETH THAT:**

WHEREAS, CITY desires to retain CONTRACTOR'S services for **pavement markings**, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

## **ARTICLE 1. TERM**

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

## **ARTICLE 2. SERVICES**

**2.01** Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

**2.02.** All work required under this Agreement shall be substantially completed by the CONTRACTOR within seventy-five (75) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

**2.03.** It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

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

### **ARTICLE 3. COMPENSATION**

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

**3.02.** Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed One Hundred Fifty-Four Thousand, Eight Hundred Fifty Dollars and Zero Cents (\$154,850.00). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

### **ARTICLE 4. RETAINAGE**

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

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

**4.02.** **Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a

Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

**4.03 Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

## **ARTICLE 5. GENERAL PROVISIONS**

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

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

### **5.02 Abandonment, Default and Termination**

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

### **5.03. Successors and Assigns**

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

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

### **5.04. Extent of Agreement: Integration**

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Bid Documents.
4. The Invitation to Bidders.

5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

**5.05. Insurance**

**5.05.01**

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

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence
Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate

The Deductible on the Umbrella Liability shall not  
be more than \$10,000

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

**5.07. Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. CONTRACTOR shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

**5.08. Non-Discrimination**

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

**5.08.02** CONTRACTOR certifies for himself and all his or her subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

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

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that he or she:

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

CONTRACTOR understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If CONTRACTOR believes that a City employee engaged in such conduct towards CONTRACTOR and/or any of his or her employees, CONTRACTOR or his or her employees may file a complaint with the City department head in charge of the CONTRACTOR'S work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

- A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

**5.09. Workmanship and Quality of Materials**

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

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

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

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

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

**5.11. Amendments/Changes**

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

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

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

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

**5.12. Performance Bond and Payment Bond**

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Indiana Sign & Barricade, Inc.
Attn: Joe VanDeventer	Attn: Amy Zakutansky
401 N. Morton St., Suite 130	5240 E 25 <sup>th</sup> Street
Bloomington, Indiana 47404	Indianapolis, Indiana 46218

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

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

**5.17. Steel or Foundry Products**

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

**5.17.02** Domestic Steel products are defined as follows:

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

**5.17.03** Domestic Foundry products are defined as follows:

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

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

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

**5.18. Verification of Employees' Immigration Status**

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

Contractor and any of his or her subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of his or her subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of his or her subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or his or her subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of his or her subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a

rebuttable presumption that the Contractor or his or her subcontractor did not knowingly employ an unauthorized alien. If the Contractor or his or her subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or his or her subcontractor is liable to the City for actual damages.

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

**5.19. Drug Testing Plan**

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

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

DATE: \_\_\_\_\_

City of Bloomington  
Bloomington Board of Public Works

Indiana Sign & Barricade, Inc.

BY:

BY:

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

\_\_\_\_\_  
Contractor Representative

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

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

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

\_\_\_\_\_  
Title of Contractor Representative

\_\_\_\_\_  
John Hamilton, Mayor of Bloomington

## ATTACHMENT 'A'

### "SCOPE OF WORK"

#### 2022 PAVEMENT MARKING SERVICES

This project shall include, but is not limited to, *The Contractor shall furnish all necessary labor and materials, and equipment for installing, or removing of pavement markings for the City of Bloomington. All materials and work shall meet with the current edition of the Indiana Manual on Uniform Traffic Control Devices (MUTCD), and the Indiana Department of Transportation (INDOT) Standard Specifications, and current supplements thereto. These specifications can be located on the INDOT website.*



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

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

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

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

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA )  
 )SS:  
COUNTY OF Marion )

E-Verify AFFIDAVIT

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

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

Amy Zakutansky  
Signature  
Amy Zakutansky  
Printed Name

STATE OF INDIANA )  
 )SS:  
COUNTY OF Marion )

Before me, a Notary Public in and for said County and State, personally appeared Amy Zakutansky and acknowledged the execution of the foregoing this 23rd day of May, 2022.

My Commission Expires: 06/26/2026

Heather R. Biddle  
Signature of Notary Public

County of Residence: Madison

Heather R. Biddle  
Printed Name of Notary Public

My Commission #: NP0714720



ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA )  
 ) SS:

COUNTY OF Marion )

AFFIDAVIT

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

1. The undersigned is the President of Indiana Sign & Barricade, Inc.  
(job title) (company name)
2. The undersigned is duly authorized and has full authority to execute this Affidavit.
3. The company named herein that employs the undersigned:
  - iii. has contracted with or seeking to contract with the City of Bloomington to provide services; OR
  - iv. is a subcontractor on a contract to provide services to the City of Bloomington.
4. The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of \$150,000 is in accordance with Indiana Code 4-13-18 as amended.
5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

  
Signature

Amy Zakutansky, President  
Printed Name

STATE OF INDIANA )  
 )SS:  
COUNTY OF Marion )

Before me, a Notary Public in and for said County and State, personally appeared Amy Zakutansky  
and acknowledged the execution of the foregoing this 23rd day of May, 2022.

My Commission Expires: 06/26/2026

Heather R. Biddle  
Signature of Notary Public

County of Residence: Madison

Heather R. Biddle  
Printed Name of Notary Public

My Commission #: 0714720



**SECTION IV CONTRACTOR'S NON-COLLUSION AFFIDAVIT**

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

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

**SECTION V OATH AND AFFIRMATION**

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at Indianapolis this 23rd day of May, 2022

Indiana Sign & Barricade, Inc.

(Name of Organization)

By

Amy Zakutansky  
Amy Zakutansky, President

(Title of Person Signing)

**ACKNOWLEDGEMENT**

STATE OF Indiana )  
 ) ss  
COUNTY OF Marion )

Before me, a Notary Public, personally appeared the above-named Amy Zakutansky and  
swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 23rd day of May, 2022

Heather R. Biddle

Notary Public

My Commission Expires: 06/26/2026

County of Residence: Madison

My Commission #: 0714720



# ESCROW AGREEMENT

## 2022 Pavement Markings

THIS ESCROW AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Bloomington, Indiana, Board of Public Works (the "Owner"), and Indiana Sign & Barricade, Inc. (the "Contractor"), and First Financial Bank, an Ohio state chartered bank (the "Escrow Agent"). The Owner and Contractor shall be collectively referred to as the "Parties" herein.

WHEREAS, the Owner and Contractor entered into an Agreement dated the 19<sup>th</sup> day of July, 2022, in the amount of \$100,000.00 or more, for the installation of pavement markings for this calendar year (the "Construction Agreement"); and

WHEREAS, said Construction Agreement provides that portions of payments by Owner to Contractor shall be retained by Owner (the "Retainage") and shall be placed in the escrow account created hereby.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

To the extent that the Owner retains funds out of payments applied for by the Contractor under the provisions of the Construction Agreement providing for payments based on the value of the work in place and the materials stored, the Owner shall place the funds so retained in an escrow account. Such deposit shall be made within three (3) business days after the date such payments are made to Contractor.

The Escrow Agent shall open a "Money Market" account that invests primarily in short-term, interest bearing bank deposit accounts, and/or investment grade securities and deposit said Retainage promptly into the account; however, the Escrow Agent makes no representation as to the yield of such investment and will not bear liability for any delays in depositing the Retainage or for any failure to achieve the maximum possible yield from such Deposit.

The income from and earnings on and all gains derived from the investment and reinvestment of the funds (escrow income) shall be held in the escrow account. The Escrow Agent shall deposit all funds and hold all investments in a specific escrow fund so that a quarterly accounting can and shall be made to the Contractor of all investments made in such funds and all income, fees, payments, deposits, and other activities related to the escrow funds.

The Deposit, less any and all transaction or account fees or charges and out-of-pocket expenses of Escrow Agent attributable to, or incurred in connection with, the deposit thereof in accordance with the terms of this Agreement which items may be deducted by the Escrow Agent from the Deposit as set forth below (such net sum being the "Net Deposit"), will be delivered by Escrow Agent in accordance with the terms of this Escrow Agreement to the person or persons entitled thereto or, herein, to a substitute impartial party or a court of competent jurisdiction. Escrow Agent agrees to provide the Parties with copies of each monthly statement for the Escrow Account for the period for which the Deposit is held by Escrow Agent. As a condition to the delivery of any funds constituting part of the Deposit, Escrow Agent may require from the recipient a receipt therefor and, upon final payment or disposition, may require its release from any liability arising out of the execution or performance hereof,

such release to be in a form reasonably satisfactory to Escrow Agent.

The Escrow Agent shall pay over the net sum held by it hereunder as follows:

The Escrow Agent shall hold all of the escrow funds and shall release the principal, Net Deposit, plus any accrued interest thereon, less any expenses, including but not limited to attorneys' fees, thereof only upon the execution and delivery to it of a Payment Certificate attached here as Exhibit A, executed by the Owner and by the Contractor specifying the portion or portions of the principal of the escrow funds to be released and the person or persons to whom such portions are to be released. After receipt of said Payment Certificate the Escrow Agent shall remit the designated part of escrowed principal and the same proportion of the escrowed income to the person(s) specified in the Payment Certificate. Such release of escrow funds shall be no more than thirty (30) days from the date of receipt by the Escrow Agent of the release executed by the Owner and Contractor.

Although statutorily entitled to a fee, the Escrow Agent agrees to waive the monthly statement fee and the monthly minimum balance.

All income earned on the escrowed principal shall be paid to the Contractor.

In lieu of the presentation of the Payment Certificate described above, any document purporting to be a certificate will be deemed by the Escrow Agent to be a proper certificate, or will suffice as a joint instruction, if it contains: (i) the name of the payee; (ii) the amount of the payment to be made; (iii) the manner of payment (i.e., by certified or cashier's check, by account-to-account transfer, or by wire transfer, whichever is applicable); and (iv) the signatures of each of the Parties hereto, excluding the Escrow Agent.

Escrow Agent will be entitled to rely upon the authenticity of any signature (and upon any facsimile of a signature as if it were an original signature) and the genuineness and/or validity of any writing received by Escrow Agent from either of the Parties pursuant to or otherwise relating to this Escrow Agreement.

Each signatory to this Escrow Agreement warrants that it has full and complete authority to enter into this Escrow Agreement.

The Escrow Agent may at any time request written instructions from the Parties with respect to the interpretation hereof or of action to be taken or suffered or not taken hereunder and, notwithstanding any other provision hereof, will be entitled to withhold (and will not be under any liability to any person for withholding) action hereunder until it has received written instructions signed by all of the Parties.

In the event of the receipt by the Escrow Agent of any notice, demand, or certificate not provided for or in compliance with this Escrow Agreement or of any inconsistent or conflicting notices or certificates, the Escrow Agent will be protected in taking no action whatsoever with reference to any such notice or demand, unless such inaction constitutes gross negligence or willful misconduct on the part of the Escrow Agent. In case of: (i) receipt of contradictory instructions from the Parties; (ii) any dispute as to any matter arising under this Agreement; or (iii) any uncertainty as to the meaning or applicability of any of the provisions hereof, Escrow Agent may, at its option at any time thereafter, deposit the Deposit and/or documents or assets then being held by it in escrow into a court having appropriate jurisdiction, or take such affirmative steps as it may elect in order to substitute an impartial bank of comparable financial and industrial standing to hold the Deposit and/or documents and will thereby be discharged

and relieved of any and all liability hereunder.

The Escrow Agent may resign at any time by giving a minimum of thirty (30) days' prior written notice of resignation to the Parties, such resignation to be effective on the date specified in such notice. The Deposit, and any other assets held by the Escrow Agent under the terms of this Escrow Agreement as of the effective date of the resignation, will be delivered to a successor escrow agent designated in writing jointly by the Parties. If no successor escrow agent has been appointed as of the effective date of the resignation, all obligations of the Escrow Agent hereunder will nevertheless cease and terminate, except that the Escrow Agent's sole responsibility thereafter will be to keep safely the Deposit then held by it and to deliver the same to a person designated by both Parties or in accordance with the direction of a final order or judgment of a court of competent jurisdiction.

The Escrow Agent has no responsibility concerning compliance by the Parties with their duties to each other under this Escrow Agreement or any other agreements. Escrow Agent will have only such duties and obligations as are specifically imposed upon it by the terms and conditions of this Escrow Agreement and no implied duties or obligations will be read into this Escrow Agreement against Escrow Agent.

The Parties, jointly and severally, agree to indemnify and hold harmless Escrow Agent from and against any and all costs including its attorney's fees, claims or damages howsoever occasioned that may be incurred by Escrow Agent acting under this Escrow Agreement or to which Escrow Agent may be put in connection with Escrow Agent acting under this Escrow Agreement arising from the Parties' willful misconduct or negligence.

In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided above, the escrowed funds shall be paid in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.

The account shall be a commercial money market account set up by the Escrow Agent to hold the retainage, and there shall be no fees and no minimum balance required. The account shall earn interest rate based on balances. The Parties agree to reimburse Escrow Agent for all reasonable expenses, disbursements and advances incurred or made by Escrow Agent in the performance of its duties hereunder (including reasonable fees, expenses and disbursements of its counsel). The Escrow Agent will not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and will not be required to take any action which in Escrow Agent's reasonable judgment would cause it to incur expense or liability unless furnished with security and indemnity which it reasonably deems to be satisfactory.

This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned Construction Agreement.

This instrument constitutes the entire agreement between the Parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds. The Escrow Agent is not liable to the Owner and Contractor for any loss or damages, other than loss or damage directly caused by Escrow Agent's own gross negligence or willful misconduct.

This Escrow Agreement may be amended, modified, superseded, cancelled, renewed or extended, and

the terms or covenants hereof may be waived only by a written instrument executed by all the Parties hereto.

This Escrow Agreement contains the entire agreement between the Parties with respect to the escrow transaction contemplated herein and may not be changed or terminated orally.

This Escrow Agreement shall be governed by the laws of the State of Indiana.

This Escrow Agreement will be binding upon and inure solely to the benefit of the Parties hereto and their respective heirs, administrators, successors and assigns, and will not be enforceable by or inure to the benefit of any third party, except any successor escrow agent. No party may assign any of its rights or obligations under this Escrow Agreement without the written consent of the other parties, except that either of the Parties may assign its rights and obligations hereunder in connection with a permitted assignment of its rights and obligations under the Agreement in which case any signatures required hereunder will be those of such assignee.

This Escrow Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

All notices, waivers, consents, approvals and other communications hereunder shall be in writing and shall be deemed to have been properly given on the date of service if delivered personally or on the date of mailing if deposited in the United States mail, first class postage prepaid, to the extent required by applicable law, and will comply with the requirements of the Uniform Commercial Code then in effect, addressed appropriately as follows:

If to Owner:

City of Bloomington Board of Public Works  
401 N. Morton Street, Suite 130  
Bloomington IN 47404  
Attn: Andrew Cibor, City Engineer

If to Escrow Agent:

First Financial Bank  
536 N. College Ave.  
Bloomington, IN 47404  
Attn: Amy Kaiser, Vice President, Treasury Management Services

If to Contractor:

Name: Indiana Sign & Barricade, Inc.  
Address: 5240 E 25<sup>th</sup> Street  
City/State: Indianapolis, IN 46218  
Attn: Amy Zakutansky, President

In Witness Whereof, the undersigned have executed this Escrow Agreement as of the day and year first above written.

**OWNER:**

City of Bloomington, Board of Public Works

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

**CONTRACTOR:**

By: Indiana Sign & Barricade, Inc.

Printed Name: Amy Zakutansky

Title: President

Tax I.D. No.: \_\_\_\_\_

**ESCROW AGENT:**

First Financial Bank

By: \_\_\_\_\_  
Amy Kaiser, Vice President,  
Treasury Management Services

# AUTHORIZATION TO RELEASE ESCROW FUNDS

\_\_\_\_\_  
(Date)

First Financial Bank  
536 N. College Avenue  
Bloomington, IN 47404

Attn: Amy Kaiser, Vice President, Treasury Management Services

Ladies and Gentlemen:

Pursuant to that certain Escrow Agreement dated as of \_\_\_\_\_, 2022, by and among you as Escrow Agent and the undersigned (the "Escrow Agreement"), the undersigned hereby jointly notify and instruct you to issue a check for the balance in the Escrow Account as follows:

Escrow Account for Retainage on Project:

2022 Pavement Markings

Account Holder/Contractor: Indiana Sign & Barricade, Inc.

Primary Account Number: \_\_\_\_\_

The undersigned, in consideration of the release of funds being held by Escrow Agent, and other good and valuable consideration, receipt of which is hereby acknowledged, hereby release, acquit and forever discharge the Escrow Agent, and its employees, officers, directors, agents, accountants, attorneys and parent companies, and all directors, agents, accounts and attorneys of such parent companies and all employees, officers, and heirs, executors, administrators, successors and assigns of all of the foregoing, jointly and severally (collectively, the "Bank Parties"), of and from all and any manner of action, actions, cause and causes of action, suits, debts, dues, sums of money, accounts, bonds, bills, covenants, contracts, agreements, promises, obligations, defenses, offsets, counterclaims, damages, judgments, claims, demands and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, in law or in equity, that any one or more of the undersigned had, have, may have or may in the future have against any one or more of the Bank Parties arising out of, for or by reason of or resulting from or in any way related, directly or indirectly, to the Escrow Agreement. In addition, the undersigned, jointly and severally, agree not to commence, aid, cause, permit, join in, prosecute or participate in any suit or other proceeding in a position which is adverse to any of the Bank Parties, which suit or proceeding arises from or relates to, in whole or in part, directly or indirectly, any of the foregoing matters.

Sincerely,

THE ESCROW PARTIES:

The City of Bloomington

Contractor

By: \_\_\_\_\_  
Andrew Cibor, City Engineer  
City of Bloomington

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

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

Title: \_\_\_\_\_

Reviewed and Approved By:

\_\_\_\_\_  
Jeffrey Underwood, Controller  
City of Bloomington

Escrow Agent  
First Financial Bank

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Amy Kaiser, Vice President,  
Treasury Management Services



# Board of Public Works Staff Report

**Project/Event:** Installation of Air Filtration System at the Bloomington Fire Department Training & Logistics Center

**Petitioner/Representative:** Department of Public Works, Facilities Division

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

**Meeting Date:** July 19, 2022

Fire Department staff has recognized a need to install an air filtration system at their Training & Logistics Center. This is the facility that processes, cleans, and repairs all dirty turn out gear, tools, and various other pieces of equipment for reuse by the various units. This, along with training, propagates dangerous compounds into the air at this facility. This air filtration system will help protect staff from these dangerous compounds. A sole source purchase was approved by the City Controller for this purchase.

Staff recommends approval of the contract for the installation of this system to Air Technology Solutions of Delaware, LLC for an amount not to exceed \$35,426.70.

Respectfully submitted,

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

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

# City of Bloomington Contract and Purchase Justification Form

Vendor: Air Technology Solutions of

Contract Amount: \$35,426.70

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

## PURCHASE INFORMATION

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

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

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

# of Submittals: 1	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sole source purchase was approved by City Controller.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

Current vendor for all other air filtration systems. Sole source purchase was approved by City Controller.

J.D. Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department



### APPROVAL TO USE SPECIAL PURCHASING METHOD

Check the box for the purchasing method this request applies to

- Auction Purchase  Equipment Compatibility  GSA Special Pricing  No response to RFQ/ITB
- Licensing Agreement  Governmental Discount  Single/Sole Source  Impair City Operations

Email this Request Form to Jeff Underwood: [underwoj@bloomington.in.gov](mailto:underwoj@bloomington.in.gov)

- 1) Request Date 07/05/2022
- 2) Requestor Name Jayme Washel  
 Department FIRE  
 Telephone and E-mail 812.325.5328; Washelja@bloomington.in.gov
- 3) Value of Proposed Contract or Purchase \$ 35,426.70  
 Recommended Vendor Air Technologies Systems of Delaware, LLC  
 Budget Line 101-08-080000-54442
- 4) Enter item description: Air Filtration System for Training and Logistics Building

Detail Justification that Validates Special Purchasing Method. Please attach any supporting documents.

The selected vendor is the only vendor with a proven history of installations in fire stations. In addition, after further investigation it was determined that this vendor is the only company that builds a product designed specifically to remove contaminants found at fire stations. If placed out for bid it was determined by the controllers office that only one company could bid on this exhaust removal solution. The considerable research into this project indicated that this was the best solution to our problem and to accept another solution would not only prove to be more expensive but would also be less effective.

Describe the product or service the vendor will provide and explain why this meets the special purchasing method checked above.

The contract is for the installation and maintenance of an air filtration system designed to remove hazardous fumes from an industrial area. Being a specialty system, built around fire station usage, to remove diesel exhaust this is the only company that has the work history to accomplish this project. We also currently have five (5) stations that are utilizing the system with success. We will seek a service contract to put into place with procurement of the equipment for all systems in current stations.

Detail the research performed to determine this purchase method is the best solution for the city.

Department evaluated all of the available options which included: hose based systems, vehicle based systems, and air filtration systems. The air filtration system had the lowest annual operating cost, lowest installation cost, requires no human interaction to remove carcinogens, and removes rather than displaces harmful fumes.

Describe why this vendor and solution was chosen.

The selected vendor is the only vendor with a proven history of installations in fire stations. In addition, after further investigation it was determined that this vendor is the only company that builds a product designed specifically to remove contaminants found at fire stations. If placed out for bid it was determined by the controllers office that only one company could bid on this exhaust removal solution. The considerable research into this project indicated that this was the best solution to our problem and to accept another solution would not only prove to be more expensive but would also be less effective.

**REVIEWED**  
 By J Martindale-Long at 10:59 am, Jul 08, 2022

Approved By:

Jeffrey H Underwood Digitally signed by Jeffrey H Underwood  
DN: cn=Jeffrey H Underwood, o=City of Bloomington,  
ou=Controller, email=underwoj@bloomington.in.gov, c=US  
Date: 2022.07.11 12:49:59 -04'00'

Jeffrey H. Underwood  
Controller

Date

Department Head

07/05/2022

Date

**AGREEMENT**  
**BETWEEN**  
**CITY OF BLOOMINGTON**  
**PUBLIC WORKS DEPARTMENT**  
**AND**  
**AIR TECHNOLOGY SOLUTIONS OF DELAWARE, LLC**  
**FOR**  
**AIR FILTRATION SYSTEM INSTALLATION AT THE**  
**BLOOMINGTON FIRE DEPARTEMENT TRAINING AND LOGISTICS CENTER**

**THIS AGREEMENT**, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and Air Technology Solutions of Delaware, LLC, (hereinafter CONTRACTOR);

**WITNESSETH THAT:**

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Installation of Air Filtration System at the Bloomington Fire Department Training & Logistics Center**, (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 120 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 **Thirty-Five Thousand, Four Hundred Twenty-Six Dollars and Seventy Cents (\$35,426.70)**. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

### **ARTICLE 4. RETAINAGE**

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

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

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

**4.03** **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the

escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

## **ARTICLE 5. GENERAL PROVISIONS**

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

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

### **5.02 Abandonment, Default and Termination**

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

### **5.03. Successors and Assigns**

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

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

### **5.04. Extent of Agreement: Integration**

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

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

13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

**5.05. Insurance**

**5.05.01**

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

**5.08. Non-Discrimination**

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

Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment.

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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	Air Technology Systems
Attn: J. D. Boruff, Facilities Director	Attn: Daniel Orto, Owner/CEO
401 North Morton Street, Suite 120	5299 Zenith Parkway
Bloomington, Indiana 47404	Loves Park, Illinois 61111

**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

Air Technology Systems of Delaware, LLC

BY:

BY:

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

\_\_\_\_\_  
Contractor Representative

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

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

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

\_\_\_\_\_  
Title of Contractor Representative

\_\_\_\_\_  
John Hamilton, Mayor of Bloomington

**ATTACHMENT 'A'**

**"SCOPE OF WORK"**



AirMATION® Quotation

Air Technology Solutions

Date: 6-29-2022

PO BOX 267 ♦ Princeton, WI 54968 ♦ Tel 800-743-3323 ♦ 609-232-0700 ♦ Fax: 877-459-9077

"GREEN" Energy Efficient Equipment The AirMATION cleans and recirculates heated air rather than exhausting it outside. This saves you money and reduces energy consumption.

Quote To: City of Bloomington Public Works Ship To: City of Bloomington
Name: J. D. Boruff Name: JD Boruff
Address: 401 N. Morton St. Address: 2917 S McIntire Drive
City, St, Zip Bloomington, IN 47404 City, St, Zip Bloomington, IN 47405
Phone: (812) 349-3439 Email: boruffj@bloomington.in.gov Fax:

Table with 4 columns: Qty, Description, Unit Cost, Total Cost. Rows include AirMATION ATS Internal Model #AMB302-GM, MCDHUV-002, TSCMM4, Eletric eye beam set, CO/NO2 Sensor, Door Brackets / Beam iterrupters -AMBT, Airmation Installation Includes Materials and Labor, MCDHUV-002 Installation Includes materials and labor, Freight.

TOTAL: Equipment, Freight and Install \$35,426.70

Notes Lead time is 8 weeks once PO is received High voltage to be supplied to each filtration unit by City

Notes: This quotation is produced only for the client mentioned and may not be transferred to another client. Quote valid for 1 month from the quotation date. All sales final. Please Note: Any permits, special licenses, and/or engineered drawings, if required, will be at customer's expense. A.T.S. Installer is a Licensed Electrician. Use of a local State licensed electrician will be extra unless stated. Freight: FOB Riviera Beach, FL 33404. Prepaid & add. Systems: ETL certified to UL STD 507 & CSA STD 22.2 No. 113 Terms: Payment due upon completion of installation or when units are received if installation is by others. Warranty: 2 years parts and labor excluding filters. Performance: All guarantees & warranties, explicit & implied, will be null and void if non-specified manufacturer approved replacement components are used. Equipment: Delivered as completed unless otherwise specified. Equipment will be 220V/1/60. Activation System / Control Box = 24V. If Quoted: 220V wiring is in surface mounted conduit. Low Voltage wiring is in surface mount conduit to ceiling Quote: Any deviation or alteration from the above specifications will be executed upon written orders only and may become an extra charge over the contracted price. The time for completion of all agreements is contingent upon strikes, accidents, fires, available of materials and all other causes beyond our control. Returns: Accepted only with prior written approval, prepaid and subject to a 25% restocking fee. Shipping Claims: must be noted on the shipping manifest Conditions: Any condition not stated herein or terms inconsistent w/ P.O. will not be binding on the seller. Installation if quoted: To be completed by Air Technology of Delaware or assigned affiliates.

Approval Section Air Technology Solutions

Approved By: Title: Date: / /

Signature: Daniel Orto PH: 800-743-3323 daniel@airtechsol.com

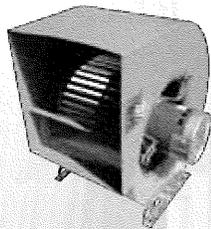
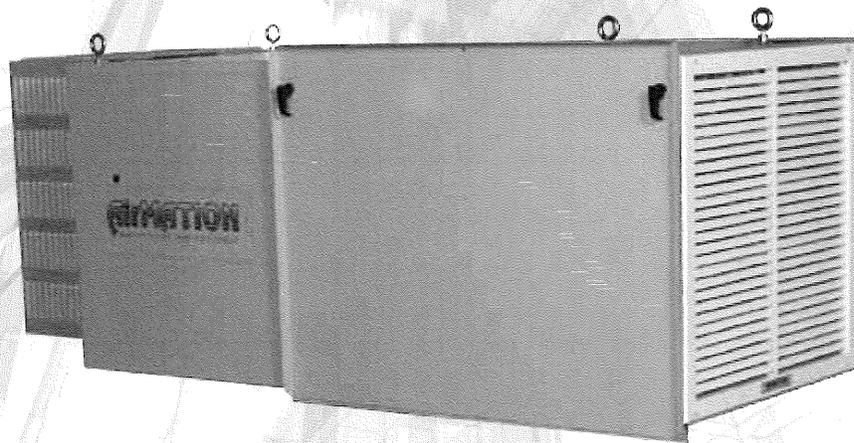
Requested Ship Date

# AirMATION

## AMB-302GM

### Reduces:

- Harmful exhaust fumes
- Mold spores
- Damaging chemicals
- Allergens
- Strong smells
- And more...



**Operates 25-75% more  
efficiently than other  
air filtration units with  
the High Efficiency  
GREEN Motor!**



**AIR TECHNOLOGY SOLUTIONS**

5299 Zenith Pkwy • Loves Park, IL 61111 • T: 800.743.3323 • F: 877.459.9077  
www.pureair.com • e-mail: air@pureair.com

# Low Energy, High Efficiency

## Filtration for Fleet Maintenance & Industrial Applications

### AirMATION AMB-302GM



#### Features:

- Automatic Hands-Free Activation
- Quiet Operation
- Effective Vehicle Exhaust Reduction
- 8-Way Directional Air Return
- No Heat Loss
- Automatic Filter Change Indicator
- Direct Drive Blower Mfr-Rated at 3000 CFM
- Low Electrical Usage
- Turnkey Installation
- Ceiling Mounted
- Approved For Historic Locations
- Fleet Maintenance Coverage
- Reduces Carbon Monoxide (CO)

AirMATION reduces the particulates, contaminants and carcinogens that migrate into your building with a thorough three-stage filter system and efficient motor which provides ample air flow through the filtration unit.

The AirMATION Industrial Air Cleaner reduces diesel fumes and soot, smoke odors, noxious gases, VOCs, welding smoke, dust, oil mist, and metal grindings. It is a multi-stage progressive air filtration system designed to clean the air and protect employee health.

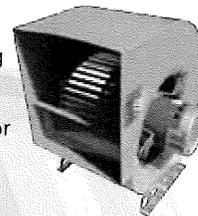
*Air monitoring tests done by independent agencies show that AirMATION reduces the amount of airborne contaminants (including CO, NO2, and SO2), to levels far below OSHA and NIOSH recommended levels.*

#### Ideal for use in:

- Fire/ EMS Facilities
- Body Shops/Mining
- Manufacturing Facilities
- Public work facilities
- Grinding/Sanding Operations
- Car/Truck maintenance facilities
- Welding/Machine/Wood Shops

#### WHY GO GREEN?

AirMATION goes green by improving motor efficiency by reducing power consumption over a PCS motor by 25%. With it's new blower and motor assembly featuring 6-speeds (at 1/2 - 1HP), AirMation provides a wide range of operating options.

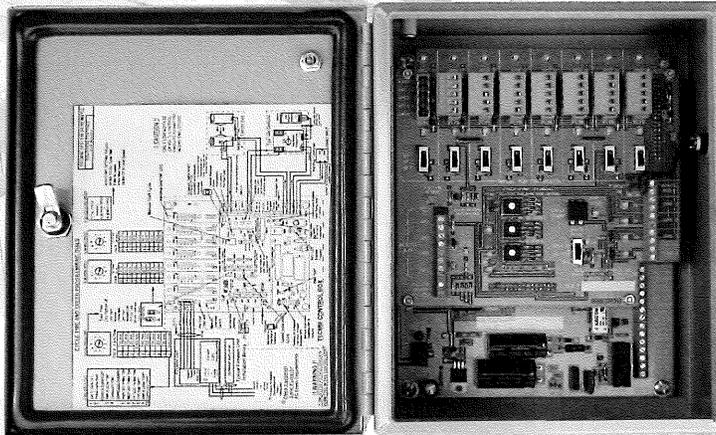


### AIR TECHNOLOGY SOLUTIONS

5299 Zenith Pkwy • Loves Park, IL 61111 • T: 800.743.3323 • F: 877.459.9077  
www.pureair.com • e-mail: air@pureair.com

# Low Energy, High Efficiency

## (Single Board) Activation System



## AirMATION TSCMM V2

### Features:

- Digital Control Dial
- Filter Alarm
- Check filter LED
- 24/7 coverage of run time
- Lift time tech support
- Emergency Shut-down Input
- Complies with UL 508 Specifications
- Complies with CSA Specifications

The new TSCMM low voltage controller is an automated control system that operates various functions of the AirMATION & Airephase LE systems and most other products in the air cleaner family. The TSCMM provides an optional 24/7 coverage of run-time, blower and motor speed, power sequencing, filter change alarm and various other activation modes. Two models (TSCMM2 & TSCMM4) are available. Our NEMA 4 rated enclosure complies with UL 508 & CSA specifications.

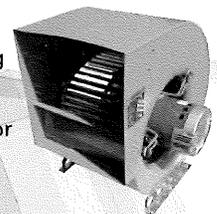
Most of the functions can be manually or automatically activated. The TSCMM allows the motor to custom design your system to your specific application. Additional auxiliary terminals within the box allow connections of other peripheral components, such as; magnetic door relays, gas and motion detectors, remote initiate push buttons, auto-eject power disconnect systems, 800 MHz alert systems, electric eyes, vehicle radio or remote control systems, auxiliary day timers and custom interfaces.

### Ideal for use in:

- Fire/ EMS Facilities
- Body Shops/Mining
- Manufacturing Facilities
- Public work facilities
- Grinding/Sanding Operations
- Car/Truck maintenance facilities
- Welding/Machine/Wood Shops

### WHY GO GREEN?

AirMATION goes green by improving motor efficiency by reducing power consumption over a PCS motor by 25%. With it's new blower and motor assembly featuring 6-speeds (at 1/2 - 1HP), Airimation provides a wide range of operating options.



## AIR TECHNOLOGY SOLUTIONS

5299 Zenith Pkwy • Loves Park, IL 61111 • T: 800.743.3323 • F: 877.459.9077  
www.pureair.com • e-mail: air@pureair.com

**ATTACHMENT 'B'**

**AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS; COST RECOVERY**

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

AFFIDAVIT

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

1. The undersigned is the \_\_\_\_\_ of \_\_\_\_\_  
 (job title)  
 \_\_\_\_\_  
 (company name)
2. The undersigned is duly authorized and has full authority to execute this Quoter's Affidavit.
3. The company named herein that employs the undersigned:
  - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
  - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Quote and subsequent execution of a Contract, the undersigned Quoter certifies that as successful Quoter (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Quoter certifies that as successful Quoter (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Quoter acknowledges that included in the various items listed in the Schedule of Quote Prices and in the Total Amount of Quote Prices are costs for complying with I.C. 36-1-12-20. The Quoter further identifies the costs to be summarized below\*:

	<b>Trench Safety Measure</b>	<b>Units of Measure</b>	<b>Unit Cost</b>	<b>Unit Quantity</b>	<b>Extended Cost</b>
<b>A.</b>					
<b>B.</b>					
<b>C.</b>					
<b>D.</b>					
				<b>Total</b>	<b>\$ _____</b>

Method of Compliance (Specify) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
 Signature

Date: \_\_\_\_\_, 20\_\_\_\_

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

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

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

My Commission Expires: \_\_\_\_\_  
Signature of Notary Public

County of Residence: \_\_\_\_\_  
Printed Name of Notary Public

\*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**.







# Board of Public Works Claim Register

Invoice Date Range 07/09/22 - 07/22/22

Vendor	Invoice Description	Received Date	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>				
<b>Department 01 - Animal Shelter</b>				
<b>Program 010000 - Main</b>				
<b>Account 43430 - Animal Adoption Fees</b>				
Curtis Mills	01-refund adoption fee/rabbies vac-6/25/22		07/22/2022	75.00
	<b>Account 43430 - Animal Adoption Fees Totals</b>		Invoice 1	<u>\$75.00</u>
			Transactions	
<b>Account 43460 - Medical</b>				
Curtis Mills	01-refund adoption fee/rabbies vac-6/25/22		07/22/2022	15.00
	<b>Account 43460 - Medical Totals</b>		Invoice 1	<u>\$15.00</u>
			Transactions	
<b>Account 52110 - Office Supplies</b>				
6530 - Office Depot, INC	01 - post-it notes, gallon Ziplock bags		07/22/2022	68.20
	<b>Account 52110 - Office Supplies Totals</b>		Invoice 1	<u>\$68.20</u>
			Transactions	
<b>Account 52210 - Institutional Supplies</b>				
313 - Fastenal Company	01 - Bleach		07/22/2022	13.45
313 - Fastenal Company	01-Bleach		07/22/2022	26.90



# Board of Public Works Claim Register

Invoice Date Range 07/09/22 - 07/22/22

313 - Fastenal Company	01 - Laundry Detergent	07/22/2022	94.38
3560 - First Financial Bank / Credit Cards	01-Petco - dog food	07/22/2022	268.96
4586 - Hill's Pet Nutrition Sales, INC	01-Dog Food	07/22/2022	138.60
4586 - Hill's Pet Nutrition Sales, INC	01-Dog & puppy food	07/22/2022	226.86
4549 - Kroger Limited Partnership I	01 - rabbit food -romaine, leaf lettuce, kale-6/29/22	07/22/2022	8.75
4549 - Kroger Limited Partnership I	01 - paper plates-7/7/22	07/22/2022	13.99
4633 - Midwest Veterinary Supply, INC	01 - antibiotics, cat vaccines	07/22/2022	445.89
4666 - Zoetis, INC	01 - bordetella vaccine, cat vaccine, antibiotics	07/22/2022	1,196.19
<b>Account 52210 - Institutional Supplies Totals</b>		Invoice 10	\$2,433.97
		Transactions	
<b>Account 52310 - Building Materials and Supplies</b>			
394 - Kleindorfer Hardware & Variety	01 - (3) tension clamps	07/22/2022	16.17
<b>Account 52310 - Building Materials and Supplies Totals</b>		Invoice 1	\$16.17
		Transactions	
<b>Account 53130 - Medical</b>			
6529 - BloomingPaws, LLC	01-Spay/Neuter & Dental Surgeries	07/22/2022	1,187.10
3376 - Bloomington Pets Alive, INC	01 - spay/neuter surgeries 6/1-6/30/22	07/22/2022	9,888.00
7204 - Purdue University	01-Necropsy -J. Burnworth B22-12081	07/22/2022	465.00
<b>Account 53130 - Medical Totals</b>		Invoice 3	\$11,540.10
		Transactions	
<b>Account 53220 - Postage</b>			
3560 - First Financial Bank / Credit Cards	01-Certified Mail	07/22/2022	22.14
<b>Account 53220 - Postage Totals</b>		Invoice 1	\$22.14
		Transactions	
<b>Account 53610 - Building Repairs</b>			



# Board of Public Works Claim Register

Invoice Date Range 07/09/22 - 07/22/22

321 - Harrell Fish, INC (HFI)	01- Performed PM, tested all BFP's-5/6/22	BC 2021-111	07/22/2022	4,498.36
4483 - City Lawn Corporation	19-Mowing at ACC 5/3 & 6/17/22	BC 2021-104	07/22/2022	252.00
Account <b>53610 - Building Repairs</b> Totals			Invoice 2	<hr/> \$4,750.36
			Transactions	
Account <b>53990 - Other Services and Charges</b>				
912 - Central Security Systems, INC	01 - fire alarm monitoring -8/1-10/31/22		07/22/2022	264.00
60 - Monroe County Solid Waste Management District	01 - sharps disposal -6/25/22		07/22/2022	21.60
Account <b>53990 - Other Services and Charges</b> Totals			Invoice 2	<hr/> \$285.60
			Transactions	
Program <b>010000 - Main</b> Totals			Invoice 22	<hr/> \$19,206.54
			Transactions	
Program <b>010001 - Donations Over \$5K</b>				
Account <b>53130 - Medical</b>				
6529 - BloomingPaws, LLC	01-Diagnostics		07/22/2022	135.20
6529 - BloomingPaws, LLC	01 - Emergency Vet Services		07/22/2022	151.62
3929 - IDEXX Laboratories, INC	01 - Blood work		07/22/2022	105.69
Account <b>53130 - Medical</b> Totals			Invoice 3	<hr/> \$392.51
			Transactions	
Program <b>010001 - Donations Over \$5K</b> Totals			Invoice 3	<hr/> \$392.51
			Transactions	
Department <b>01 - Animal Shelter</b> Totals			Invoice 25	<hr/> \$19,599.05
			Transactions	
Department <b>02 - Public Works</b>				
Program <b>020000 - Main</b>				
Account <b>46060 - Other Violations</b>				
Granite Management	26 - Parking Refund for double Payment- #22203302142		07/22/2022	30.00
Account <b>46060 - Other Violations</b> Totals			Invoice 1	<hr/> \$30.00
			Transactions	



# Board of Public Works Claim Register

Invoice Date Range 07/09/22 - 07/22/22

**Account 52110 - Office Supplies**

651 - Engraving & Stamp Center, INC	02-Stamps for PW Office		07/22/2022	93.50
5819 - Synchrony Bank	02- Pens for front desk		07/22/2022	38.99
<b>Account 52110 - Office Supplies Totals</b>			Invoice 2 Transactions	\$132.49

**Account 52330 - Street , Alley, and Sewer Material**

19278 - Milestone Contractors, LP	20-Asphalt for patching and paving-380.82 tons-6/1-6/7/22	BC 2021-119	07/22/2022	17,775.96
19278 - Milestone Contractors, LP	20-Asphalt for patching and paving-399.73 tons-6/8 & 6/9/22	BC 2021-119	07/22/2022	18,817.18
19278 - Milestone Contractors, LP	20 - Asphalt for paving & patching - Moores Pk	BC 2021-119	07/22/2022	1,549.46
19278 - Milestone Contractors, LP	20 - Asphalt for paving Indiana & 13th streets; patching	BC 2021-119	07/22/2022	27,425.62
<b>Account 52330 - Street , Alley, and Sewer Material Totals</b>			Invoice 4 Transactions	\$65,568.22

**Account 53160 - Instruction**

3560 - First Financial Bank / Credit Cards	02-2022 ICMA Annual Conf Reg-N Nickel		07/22/2022	250.00
<b>Account 53160 - Instruction Totals</b>			Invoice 1 Transactions	\$250.00

**Account 53170 - Mgt. Fee, Consultants, and Workshops**

7455 - TriTech Software Systems	02-Asset Management Mapping Services		07/22/2022	405.00
<b>Account 53170 - Mgt. Fee, Consultants, and Workshops Totals</b>			Invoice 1 Transactions	\$405.00

**Account 53410 - Liability / Casualty Premiums**

11331 - Trident Insurance Services, LLC	02-PW Portion-Liability Claim-Kyle Reynolds		07/22/2022	2,185.50
<b>Account 53410 - Liability / Casualty Premiums Totals</b>			Invoice 1 Transactions	\$2,185.50

**Account 53910 - Dues and Subscriptions**

3560 - First Financial Bank / Credit Cards	02-Notary Renewal Education for Christina Smith		07/22/2022	75.00
--	---	--	------------	-------



# Board of Public Works Claim Register

Invoice Date Range 07/09/22 - 07/22/22

Account <b>53910 - Dues and Subscriptions</b> Totals		Invoice 1	\$75.00
		Transactions	
Account <b>53990 - Other Services and Charges</b>			
3560 - First Financial Bank / Credit Cards	02- Notary Certificate -C. Smith	07/22/2022	8.67
3560 - First Financial Bank / Credit Cards	02-Background Check Notary Requirement - Christina Smith	07/22/2022	16.32
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 2	\$24.99
		Transactions	
Program <b>020000 - Main</b> Totals		Invoice 13	\$68,671.20
		Transactions	
Program <b>02RCVR - Recover Forward</b>			
Account <b>53990 - Other Services and Charges</b>			
6611 - Precision Concrete, INC	20-Sidewalk trip hazard removal contract-Recover Forward	BC 2022-039 07/22/2022	15,376.37
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 1	\$15,376.37
		Transactions	
Program <b>02RCVR - Recover Forward</b> Totals		Invoice 1	\$15,376.37
		Transactions	
Department <b>02 - Public Works</b> Totals		Invoice 14	\$84,047.57
		Transactions	
Department <b>03 - City Clerk</b>			
Program <b>030000 - Main</b>			
Account <b>52420 - Other Supplies</b>			
6530 - Office Depot, INC	03-Office Chair	07/22/2022	512.99
Account <b>52420 - Other Supplies</b> Totals		Invoice 1	\$512.99
		Transactions	
Account <b>53160 - Instruction</b>			
3560 - First Financial Bank / Credit Cards	03-Coursera Plus Subscription	07/22/2022	39.00
3560 - First Financial Bank / Credit Cards	03-CMC Certification Program - McDowell	07/22/2022	165.00
Account <b>53160 - Instruction</b> Totals		Invoice 2	\$204.00
		Transactions	



# Board of Public Works Claim Register

Invoice Date Range 07/09/22 - 07/22/22

**Account 53230 - Travel**

3560 - First Financial Bank / Credit Cards	03-Blue Chip Hotel - ILMCT Conference	07/22/2022	382.68
	Account <b>53230 - Travel</b> Totals	Invoice 1	\$382.68
		Transactions	

**Account 53990 - Other Services and Charges**

53442 - Paragon Micro, INC	03-Adobe Pro-Clerk portion	07/22/2022	409.99
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 1	\$409.99
		Transactions	
	Program <b>030000 - Main</b> Totals	Invoice 5	\$1,509.66
		Transactions	
	Department <b>03 - City Clerk</b> Totals	Invoice 5	\$1,509.66
		Transactions	

**Department 04 - Economic & Sustainable Dev**

**Program 040000 - Main**

**Account 52110 - Office Supplies**

6530 - Office Depot, INC	04-notebook, batteries	07/22/2022	17.29
	Account <b>52110 - Office Supplies</b> Totals	Invoice 1	\$17.29
		Transactions	

**Account 53230 - Travel**

7170 - Lauren Clemens	04-Travel Reimbursement (mileage)-Indy Mtg-6/9/22	07/22/2022	66.12
	Account <b>53230 - Travel</b> Totals	Invoice 1	\$66.12
		Transactions	

**Account 53910 - Dues and Subscriptions**

3560 - First Financial Bank / Credit Cards	04- Trello Subscription-6/28-7/8/22	07/22/2022	3.29
	Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice 1	\$3.29
		Transactions	

**Account 53960 - Grants**

8200 - Jordan E Mather-Licht (Hip-Hop Night at the Bishop)	04-Grant to Jordan Mater-Licht	07/22/2022	1,000.00
--	--------------------------------	------------	----------



# Board of Public Works Claim Register

Invoice Date Range 07/09/22 - 07/22/22

Account <b>53990 - Other Services and Charges</b>		Invoice 1	\$1,000.00
		Transactions	
6515 - Green Camino, INC (Earthkeepers)	04- City Operations Composting (City Hall, ACC, CBU, Transit)	07/22/2022	360.00
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 1	\$360.00
		Transactions	
Program <b>040000 - Main</b> Totals		Invoice 5	\$1,446.70
		Transactions	
Program <b>04RCVR - Recover Foward</b>			
Account <b>53960 - Grants</b>			
8040 - Davis & McBride Educational Consultants	04- Job Training Program (RF Continued)-6/9/22 @ MCUM	07/22/2022	5,000.00
421 - Centerstone Of Indiana, INC	04-May 2022 Employment Costs for Brighten B-town BC 2021-148	07/22/2022	14,216.47
Account <b>53960 - Grants</b> Totals		Invoice 2	\$19,216.47
		Transactions	
Program <b>04RCVR - Recover Foward</b> Totals		Invoice 2	\$19,216.47
		Transactions	
Program <b>04WALD - Waldron Arts Center</b>			
Account <b>53990 - Other Services and Charges</b>			
2974 - MacAllister Machinery Co, INC	04:-Waldron - Scissor Lift June 8 - July 06, 2022	07/22/2022	450.25
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 1	\$450.25
		Transactions	
Program <b>04WALD - Waldron Arts Center</b> Totals		Invoice 1	\$450.25
		Transactions	
Department <b>04 - Economic &amp; Sustainable Dev</b> Totals		Invoice 8	\$21,113.42
		Transactions	
Department <b>06 - Controller's Office</b>			
Program <b>060000 - Main</b>			
Account <b>52420 - Other Supplies</b>			
6530 - Office Depot, INC	06-Toner Replacement for AR printer in (Silkworth)	07/22/2022	240.89



# Board of Public Works Claim Register

Invoice Date Range 07/09/22 - 07/22/22

		Account <b>52420 - Other Supplies</b> Totals	Invoice 1	\$240.89
			Transactions	
<b>Account 53230 - Travel</b>				
3560 - First Financial Bank / Credit Cards	06- Hotel (McMillian) SBOA School June 2022 (Blue Chip Hotel)		07/22/2022	122.06
3560 - First Financial Bank / Credit Cards	06-refund of taxes at Blue Chip Hotel - McMillian		07/22/2022	(23.76)
8248 - Cheryl Gilliland	06-Travel reimbursement for 2022 GFOA Conf. C. Gilliland		07/22/2022	2,107.96
880 - Jeff McMillian	06-Per Diem reimb-2022 SBOA School-Michigan City-6/13-6/15/22		07/22/2022	377.69
		Account <b>53230 - Travel</b> Totals	Invoice 4	\$2,583.95
			Transactions	
<b>Account 53910 - Dues and Subscriptions</b>				
3560 - First Financial Bank / Credit Cards	06-INCPAS 2022 Membership Dues for J Underwood		07/22/2022	455.00
1125 - Standard and Poors, LLC (S&P Global Ratings)	06-CUSIP number for bonds-7/1/22		07/22/2022	91.00
		Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice 2	\$546.00
			Transactions	
<b>Account 53990 - Other Services and Charges</b>				
5648 - Reedy Financial Group, PC	06-Financial Plan Consulting-billing through 6/30/22		07/22/2022	5,432.30
5648 - Reedy Financial Group, PC	06-TIF Financial Consulting-billing through 6/30/22		07/22/2022	1,656.20
5444 - Tyler Technologies, INC	06-data conversion, implementation consulting - June 2022		07/22/2022	11,381.25
		Account <b>53990 - Other Services and Charges</b> Totals	Invoice 3	\$18,469.75
			Transactions	
		Program <b>060000 - Main</b> Totals	Invoice 10	\$21,840.59
			Transactions	
		Department <b>06 - Controller's Office</b> Totals	Invoice 10	\$21,840.59
			Transactions	
<b>Department 07 - Engineering</b>				
<b>Program 070000 - Main</b>				
<b>Account 52110 - Office Supplies</b>				



# Board of Public Works Claim Register

Invoice Date Range 07/09/22 - 07/22/22

651 - Engraving & Stamp Center, INC	07-Ink Stamp (Received/OK to Pay) for Tammy - INV 40043	07/22/2022	40.50
	Account <b>52110 - Office Supplies</b> Totals	Invoice 1 Transactions	<u>\$40.50</u>
<b>Account 53160 - Instruction</b>			
3560 - First Financial Bank / Credit Cards	07-Virtual Training Made Easy Drone Maneuvers (Hamid Matinkhah)	07/22/2022	149.00
	Account <b>53160 - Instruction</b> Totals	Invoice 1 Transactions	<u>\$149.00</u>
<b>Account 53230 - Travel</b>			
4842 - Andrew Scott Cibor	07-per diem/pkg/mileage-ITE Conf-6/20-6/22/22-MN	07/22/2022	166.65
3560 - First Financial Bank / Credit Cards	07-Holiday Inn (for Cibor) Conference MN-6/20-6/21/22	07/22/2022	317.98
	Account <b>53230 - Travel</b> Totals	Invoice 2 Transactions	<u>\$484.63</u>
<b>Account 53320 - Advertising</b>			
6891 - Gatehouse Media Indiana Holdings	07-Legal publication for Hopewell Phase I	07/22/2022	180.60
	Account <b>53320 - Advertising</b> Totals	Invoice 1 Transactions	<u>\$180.60</u>
<b>Account 53910 - Dues and Subscriptions</b>			
3560 - First Financial Bank / Credit Cards	07 -Renewal of Engineering License for Neil Kopper	07/22/2022	105.56
	Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice 1 Transactions	<u>\$105.56</u>
<b>Account 53990 - Other Services and Charges</b>			
3560 - First Financial Bank / Credit Cards	07-doxpop Subscription for Public Records Access 6/13 #955751	07/22/2022	15.00
199 - Monroe County Government	07-Rec Fee-17th St MU Pathway Project	07/13/2022	25.00
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 2 Transactions	<u>\$40.00</u>
<b>Account 54110 - Land Purchase</b>			
8028 - Fields, Rudy D. and Laura Kay	07- ROW Acquisition_ B-Line and 17th-Parcel 13	07/22/2022	6,412.00



# Board of Public Works Claim Register

Invoice Date Range 07/09/22 - 07/22/22

Account <b>54110 - Land Purchase</b> Totals	Invoice 1	\$6,412.00
	Transactions	
Program <b>070000 - Main</b> Totals	Invoice 9	\$7,412.29
	Transactions	
Department <b>07 - Engineering</b> Totals	Invoice 9	\$7,412.29
	Transactions	
Department <b>09 - CFRD</b>		
Program <b>090000 - Main</b>		
Account <b>52110 - Office Supplies</b>		
5819 - Synchrony Bank	09-Logitech HD Pro Webcam	61.95
	07/22/2022	
	Account <b>52110 - Office Supplies</b> Totals	\$61.95
	Invoice 1	
	Transactions	
Account <b>53310 - Printing</b>		
3892 - Midwest Color Printing, INC	09-Business cards - Marissa Parrscott	66.22
	07/22/2022	
	Account <b>53310 - Printing</b> Totals	\$66.22
	Invoice 1	
	Transactions	
Account <b>53640 - Hardware and Software Maintenance</b>		
5720 - Galaxy Digital, LLC	09-Bloomington Volunteer Network sub-9/1/22-8/31/23	1,887.50
	07/22/2022	
6090 - Smartsheet, INC	09-Smartsheet yearly subscription-6/30/22-6/29/23	747.00
	07/22/2022	
	Account <b>53640 - Hardware and Software Maintenance</b> Totals	\$2,634.50
	Invoice 2	
	Transactions	
Account <b>53910 - Dues and Subscriptions</b>		
53442 - Paragon Micro, INC	09-Adobe Creative Cloud license	252.99
	07/22/2022	
	Account <b>53910 - Dues and Subscriptions</b> Totals	\$252.99
	Invoice 1	
	Transactions	
	Program <b>090000 - Main</b> Totals	\$3,015.66
	Invoice 5	
	Transactions	
	Department <b>09 - CFRD</b> Totals	\$3,015.66
	Invoice 5	
	Transactions	
Department <b>10 - Legal</b>		



# Board of Public Works Claim Register

Invoice Date Range 07/09/22 - 07/22/22

**Program 100000 - Main**

**Account 53120 - Special Legal Services**

50587 - Barnes & Thornburg LLP	10- general municipal advice May 2022	07/22/2022	441.00
3560 - First Financial Bank / Credit Cards	10 - doxpop subscription 6/3/22-9/2/22	07/22/2022	133.65
<b>Account 53120 - Special Legal Services Totals</b>		Invoice 2 Transactions	\$574.65

**Account 53160 - Instruction**

3560 - First Financial Bank / Credit Cards	10- fire seminar managing disciplinary challenges - Lacy	07/22/2022	250.00
3560 - First Financial Bank / Credit Cards	10-Stormwater Runoff & Advanced Contract Drafting seminars	07/22/2022	618.00
<b>Account 53160 - Instruction Totals</b>		Invoice 2 Transactions	\$868.00

**Account 53310 - Printing**

7815 - A&M Graphics (Baugh Fine Print and Mailing)	10-printing of 2022 annual waiver letters (incl mailing/postage)	07/22/2022	374.13
<b>Account 53310 - Printing Totals</b>		Invoice 1 Transactions	\$374.13

**Account 53990 - Other Services and Charges**

18808 - Michael Rouker	10-Parking expense for traveling to a meeting in Indianapolis	07/22/2022	18.00
<b>Account 53990 - Other Services and Charges Totals</b>		Invoice 1 Transactions	\$18.00
<b>Program 100000 - Main Totals</b>		Invoice 6 Transactions	\$1,834.78

**Program 101000 - Human Rights**

**Account 53160 - Instruction**

4694 - Indiana Continuing Legal Education Forum (ICLEF)	10- Employment Law seminar-B. McKinney	07/22/2022	162.50
<b>Account 53160 - Instruction Totals</b>		Invoice 1 Transactions	\$162.50

**Account 53320 - Advertising**



# Board of Public Works Claim Register

Invoice Date Range 07/09/22 - 07/22/22

4798 - Fun Express, LLC

10- BHRC Parade Items-blue hexagon bubble bottles	07/22/2022	318.78
Account <b>53320 - Advertising</b> Totals	Invoice 1 Transactions	<u>\$318.78</u>
Program <b>101000 - Human Rights</b> Totals	Invoice 2 Transactions	<u>\$481.28</u>
Department <b>10 - Legal</b> Totals	Invoice 8 Transactions	<u>\$2,316.06</u>

Department **11 - Mayor's Office**

Program **110000 - Main**

Account **52420 - Other Supplies**

3560 - First Financial Bank / Credit Cards	11 -Creative Market platform- digital needs	07/22/2022	29.95
3560 - First Financial Bank / Credit Cards	11 -Lucid- Org charts for CoB	07/22/2022	9.95
3560 - First Financial Bank / Credit Cards	11 -Staples- Budget Books	07/22/2022	22.95
5819 - Synchrony Bank	11 -Trays & Proclamation folders	07/22/2022	109.91
	Account <b>52420 - Other Supplies</b> Totals	Invoice 4 Transactions	<u>\$172.76</u>

Account **53230 - Travel**

6829 - Mary C Carmichael	11 - Travel reimbursement for Mary	07/22/2022	593.57
3560 - First Financial Bank / Credit Cards	11 -Southwest Airlines - Conference Travel MC Carmichael	07/22/2022	230.00
	Account <b>53230 - Travel</b> Totals	Invoice 2 Transactions	<u>\$823.57</u>

Account **53310 - Printing**

3560 - First Financial Bank / Credit Cards	11 -Printrunner - Vinyl Banner	07/22/2022	217.12
3560 - First Financial Bank / Credit Cards	11 -Printrunner - Large format posters	07/22/2022	55.61
	Account <b>53310 - Printing</b> Totals	Invoice 2 Transactions	<u>\$272.73</u>

Account **53320 - Advertising**



# Board of Public Works Claim Register

Invoice Date Range 07/09/22 - 07/22/22

7946 - Borshoff, INC	11 -Public relations platform (executive media training)11/11/21	07/22/2022	3,000.00
3560 - First Financial Bank / Credit Cards	11 -Facebook ads post push	07/22/2022	17.11
3560 - First Financial Bank / Credit Cards	11 -email promotional svcs and analytics	07/22/2022	25.00
<b>Account 53320 - Advertising Totals</b>		Invoice 3 Transactions	\$3,042.11
<b>Account 53910 - Dues and Subscriptions</b>			
8233 - Lafayette-West Lafayette Development Corp (Greater	11 -WVLN/ULN Membership	07/22/2022	500.00
<b>Account 53910 - Dues and Subscriptions Totals</b>		Invoice 1 Transactions	\$500.00
<b>Account 53960 - Grants</b>			
3560 - First Financial Bank / Credit Cards	11 - Chamber-BWIL & Girls inc sponsorship	07/22/2022	70.00
<b>Account 53960 - Grants Totals</b>		Invoice 1 Transactions	\$70.00
<b>Account 53990 - Other Services and Charges</b>			
6222 - Apple, INC	11 -Docking station	07/22/2022	299.95
3560 - First Financial Bank / Credit Cards	11 -Brand Template Design platform	07/22/2022	33.50
3560 - First Financial Bank / Credit Cards	11 -Brand Template Design platform	07/22/2022	33.00
5819 - Synchrony Bank	11 -Camera equipment	07/22/2022	1,823.97
5819 - Synchrony Bank	11 -pocket cinema camera	07/22/2022	2,449.95
<b>Account 53990 - Other Services and Charges Totals</b>		Invoice 5 Transactions	\$4,640.37
<b>Program 110000 - Main Totals</b>		Invoice 18 Transactions	\$9,521.54
<b>Department 11 - Mayor's Office Totals</b>		Invoice 18 Transactions	\$9,521.54
<b>Department 12 - Human Resources</b>			
<b>Program 120000 - Main</b>			



# Board of Public Works Claim Register

Invoice Date Range 07/09/22 - 07/22/22

**Account 53990 - Other Services and Charges**

3560 - First Financial Bank / Credit Cards	12-SHRM Conference & Expo-Virtual -Pierson	07/22/2022	1,295.00
3560 - First Financial Bank / Credit Cards	12-SHRM Membership Renewal-Shaw	07/22/2022	229.00
7791 - Thomas M Renneisen (MR Consulting, LLC)	12-Consulting Services 4/10-6/27/22	07/22/2022	5,000.00
6099 - Safe Hiring Solutions	12-out of state background check	07/22/2022	258.75
<b>Account 53990 - Other Services and Charges Totals</b>		Invoice 4	<u>\$6,782.75</u>
		Transactions	
<b>Program 120000 - Main Totals</b>		Invoice 4	<u>\$6,782.75</u>
		Transactions	
<b>Department 12 - Human Resources Totals</b>		Invoice 4	<u>\$6,782.75</u>
		Transactions	

**Department 13 - Planning**

**Program 130000 - Main**

**Account 43310 - Application Fee**

Bailey 8, LLC	13-refund BZA filing fee (V-26-22)-, no fee required	07/22/2022	550.00
<b>Account 43310 - Application Fee Totals</b>		Invoice 1	<u>\$550.00</u>
		Transactions	

**Account 52110 - Office Supplies**

6530 - Office Depot, INC	13 - Purell Hand Wipes, Pens, File Folders	07/22/2022	18.12
<b>Account 52110 - Office Supplies Totals</b>		Invoice 1	<u>\$18.12</u>
		Transactions	

**Account 52430 - Uniforms and Tools**

3560 - First Financial Bank / Credit Cards	13 - Plume Labs Air Pollution Sensor	07/22/2022	557.20
<b>Account 52430 - Uniforms and Tools Totals</b>		Invoice 1	<u>\$557.20</u>
		Transactions	

**Account 53310 - Printing**

5247 - Robert Hudson (Graphic Visions)	13-#75 "Zoning Request Pending" Signs 18 x 24 INV5893	07/22/2022	975.00
--	---	------------	--------



# Board of Public Works Claim Register

Invoice Date Range 07/09/22 - 07/22/22

3892 - Midwest Color Printing, INC	13-#250 Business Cards (Gabriel Holbrow)	07/22/2022	66.22
	Account <b>53310 - Printing</b> Totals	Invoice 2 Transactions	<u>\$1,041.22</u>
<b>Account 53960 - Grants</b>			
19922 - Center For Sustainable Living, INC	13-Local Motion Grant - Blgtn Comm Bike Project	07/22/2022	2,400.00
	Account <b>53960 - Grants</b> Totals	Invoice 1 Transactions	<u>\$2,400.00</u>
<b>Account 53990 - Other Services and Charges</b>			
5409 - VS Engineering, INC	13-Temp. Eng Staff Services_Amend #2-serv thru 5/31/22	07/22/2022	187.50
8247 - Darla A Frost	13-Notary Renewal	07/22/2022	75.00
8247 - Darla A Frost	13-Notary Stamp	07/22/2022	28.89
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 3 Transactions	<u>\$291.39</u>
	Program <b>130000 - Main</b> Totals	Invoice 9 Transactions	<u>\$4,857.93</u>
	Department <b>13 - Planning</b> Totals	Invoice 9 Transactions	<u>\$4,857.93</u>
<b>Department 19 - Facilities Maintenance</b>			
<b>Program 190000 - Main</b>			
<b>Account 52210 - Institutional Supplies</b>			
5819 - Synchrony Bank	19 - Poison Ivy Pre-Contact Wipes	07/22/2022	29.95
	Account <b>52210 - Institutional Supplies</b> Totals	Invoice 1 Transactions	<u>\$29.95</u>
<b>Account 52310 - Building Materials and Supplies</b>			
394 - Kleindorfer Hardware & Variety	19-2 - 2" Trim Brushes for Facilities	07/22/2022	9.18
5819 - Synchrony Bank	19 - (6) Flush Valve Kit	07/22/2022	117.90
5819 - Synchrony Bank	19 - 1 7/8" Gate Latch	07/22/2022	15.94



# Board of Public Works Claim Register

Invoice Date Range 07/09/22 - 07/22/22

Account <b>52310 - Building Materials and Supplies</b> Totals		Invoice 3 Transactions	\$143.02
Account <b>52420 - Other Supplies</b>			
5819 - Synchrony Bank	19 - Magnetic Strobe lights	07/22/2022	50.99
Account <b>52420 - Other Supplies</b> Totals		Invoice 1 Transactions	\$50.99
Account <b>52430 - Uniforms and Tools</b>			
19171 - Aramark Uniform & Career Apparel Group, INC	19-Uniforms for City Employees-6/30/22	BC 2009-52 07/22/2022	30.84
Account <b>52430 - Uniforms and Tools</b> Totals		Invoice 1 Transactions	\$30.84
Account <b>53610 - Building Repairs</b>			
4483 - City Lawn Corporation	19-Mowing at 2nd/Weimer 6/10/22	BC 2021-104 07/22/2022	36.75
4483 - City Lawn Corporation	19-Mowing @ City Hall 6/2-6/23/22 (4 times)	BC 2021-104 07/22/2022	210.00
4483 - City Lawn Corporation	19-Mowing at 1910 3rd St 6/1, 6/8 & 6/17/22	BC 2021-104 07/22/2022	126.00
4483 - City Lawn Corporation	19- Mowing at 2541 W 3rd St- 6/1-6/22/22 (4 mows)	BC 2021-104 07/22/2022	210.00
4483 - City Lawn Corporation	19-Mowing at Tapp/Rockport 6/2 & 6/17/22	BC 2021-104 07/22/2022	73.50
7402 - Nature's Way, INC	19- CH-Monthly Maintenance Billing-7/1/22	BC 2021-141 07/22/2022	364.03
Account <b>53610 - Building Repairs</b> Totals		Invoice 6 Transactions	\$1,020.28
Program <b>190000 - Main</b> Totals		Invoice 12 Transactions	\$1,275.08
Department <b>19 - Facilities Maintenance</b> Totals		Invoice 12 Transactions	\$1,275.08
Department <b>28 - ITS</b>			
Program <b>280000 - Main</b>			
Account <b>52110 - Office Supplies</b>			
6530 - Office Depot, INC	28 - Five boxes of staples	07/22/2022	1.50



# Board of Public Works Claim Register

Invoice Date Range 07/09/22 - 07/22/22

		Account <b>52110 - Office Supplies</b> Totals	Invoice 1	\$1.50
			Transactions	
<b>Account 52420 - Other Supplies</b>				
3560 - First Financial Bank / Credit Cards	28 - Trades Garage server room work bench		07/22/2022	369.99
3560 - First Financial Bank / Credit Cards	28 - 500 retractable ID badge holders - Quality Logo Products		07/22/2022	537.61
5103 - Staples Contract & Commercial, INC	28 - 12"x65" roll of 1/2" bubble wrap		07/22/2022	42.79
5103 - Staples Contract & Commercial, INC	28 - Verbatim 10 pack 32GB flash drives		07/22/2022	44.95
5819 - Synchrony Bank	28 - Laptop stand - Greg Overtoom		07/22/2022	43.90
5819 - Synchrony Bank	28 - Infrared gun for thermostat measurement		07/22/2022	94.49
		Account <b>52420 - Other Supplies</b> Totals	Invoice 6	\$1,133.73
			Transactions	
<b>Account 53170 - Mgt. Fee, Consultants, and Workshops</b>				
5437 - Columbia Telecommunications Corporation	28-Addendum to Agreement with CTC		07/22/2022	1,190.00
		Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals	Invoice 1	\$1,190.00
			Transactions	
<b>Account 53220 - Postage</b>				
3560 - First Financial Bank / Credit Cards	28 - Return shipping for IDVille badge printer-6/23/22		07/22/2022	67.75
		Account <b>53220 - Postage</b> Totals	Invoice 1	\$67.75
			Transactions	
<b>Account 53640 - Hardware and Software Maintenance</b>				
3560 - First Financial Bank / Credit Cards	28 - Zoho Site 24/7 subscription - 6/27-7/26/22		07/22/2022	39.00
		Account <b>53640 - Hardware and Software Maintenance</b> Totals	Invoice 1	\$39.00
			Transactions	
<b>Account 53910 - Dues and Subscriptions</b>				
3560 - First Financial Bank / Credit Cards	28 - Bluesky Zoom timer - June 2022		07/22/2022	89.95
3560 - First Financial Bank / Credit Cards	28 - Google domain bloomingtontechpark.com-6/22/22		07/22/2022	12.00



# Board of Public Works Claim Register

Invoice Date Range 07/09/22 - 07/22/22

3560 - First Financial Bank / Credit Cards	28 - Google APIs - June 1, 2022		07/22/2022	37.60
3560 - First Financial Bank / Credit Cards	28 - Submittable monthly subscription 6/27-7/27/2022		07/22/2022	119.00
3560 - First Financial Bank / Credit Cards	28 - Zoom 500 parti., 1000 webinar, 500GB cloud - 6/20-7/19/22		07/22/2022	430.00
7344 - Periodic INC	28 - Resources and bookables overage charges - June 2022		07/22/2022	137.00
5786 - Promevo, LLC	28 - Google Archive Licenses usage - June 2022		07/22/2022	7.93
5786 - Promevo, LLC	28 - ITS After Hours Google Voice subscription June 2022		07/22/2022	49.75
Account <b>53910 - Dues and Subscriptions</b> Totals			Invoice 8	\$883.23
			Transactions	
Account <b>53980 - Community Access TV/Radio</b>				
64 - Monroe County Public Library	25- Cable Access Television Services (CATS)-July-Sept 2022	BC 2021-134	07/22/2022	113,951.75
Account <b>53980 - Community Access TV/Radio</b> Totals			Invoice 1	\$113,951.75
			Transactions	
Account <b>54420 - Purchase of Equipment</b>				
5819 - Synchrony Bank	28 - Monitor and 8K display port cable - Council Chambers		07/22/2022	70.87
5819 - Synchrony Bank	28 - Logitech wireless keyboard - Jamie Jahnke		07/22/2022	84.99
5819 - Synchrony Bank	28 - iPad fast charger, 2 USB adapters, USB-C charger - C DeHart		07/22/2022	80.07
5819 - Synchrony Bank	28 - 6 foot power strip for Council Chambers		07/22/2022	85.16
5819 - Synchrony Bank	28 -Dell Optiplex desktop computer - Council Chambers		07/22/2022	263.49
5819 - Synchrony Bank	28 - Three Logitech wireless keyboards - ITS stock		07/22/2022	539.97
Account <b>54420 - Purchase of Equipment</b> Totals			Invoice 6	\$1,124.55
			Transactions	
Program <b>280000 - Main</b> Totals			Invoice 25	\$118,391.51
			Transactions	
Department <b>28 - ITS</b> Totals			Invoice 25	\$118,391.51
			Transactions	
Fund <b>101 - General Fund (S0101)</b> Totals			Invoice 152	\$301,683.11
			Transactions	



# Board of Public Works Claim Register

Invoice Date Range 07/09/22 - 07/22/22

**Fund 176 - ARPA Local Fiscal Recvry (S9512)**

Department **20 - Street**

Program **G21005 - ARPA COVID Local Fiscal Recovery**

Account **52330 - Street , Alley, and Sewer Material**

334 - Irving Materials, INC	20-2nd & High-Class A Stone Ash-5 cy-6/29/22	BC 2022-010	07/22/2022	620.00
334 - Irving Materials, INC	20-1935 E. 2nd St-Class A Stone Ash-4 cy-6/30/22	BC 2022-010	07/22/2022	500.00
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals			Invoice 2 Transactions	\$1,120.00

Account **52340 - Other Repairs and Maintenance**

4186 - Carrier & Gable, INC	20-1st&College/3rd&Woodlawn Polara INS3 Push Buttons-crosswalks		07/22/2022	2,952.00
4519 - Osburn Associates, INC	20-Sign installation materials (sign blanks, sheeting)		07/22/2022	1,394.15
Account <b>52340 - Other Repairs and Maintenance</b> Totals			Invoice 2 Transactions	\$4,346.15
Program <b>G21005 - ARPA COVID Local Fiscal Recovery</b> Totals			Invoice 4 Transactions	\$5,466.15
Department <b>20 - Street</b> Totals			Invoice 4 Transactions	\$5,466.15
Fund <b>176 - ARPA Local Fiscal Recvry (S9512)</b> Totals			Invoice 4 Transactions	\$5,466.15

**Fund 312 - Community Services**

Department **09 - CFRD**

Program **090016 - Com Serv - Safe & Civil**

Account **53990 - Other Services and Charges**

3560 - First Financial Bank / Credit Cards	09-Jotform monthly subscription-6/18-7/18/22		07/22/2022	19.00
Account <b>53990 - Other Services and Charges</b> Totals			Invoice 1 Transactions	\$19.00
Program <b>090016 - Com Serv - Safe &amp; Civil</b> Totals			Invoice 1 Transactions	\$19.00



# Board of Public Works Claim Register

Invoice Date Range 07/09/22 - 07/22/22

Program **090018 - CBVN**

Account **53990 - Other Services and Charges**

5720 - Galaxy Digital, LLC

09-Bloomington Volunteer Network sub-9/1/22-8/31/23	07/22/2022	1,887.50
Account <b>53990 - Other Services and Charges</b> Totals	Invoice 1	<u>1,887.50</u>
	Transactions	
Program <b>090018 - CBVN</b> Totals	Invoice 1	<u>1,887.50</u>
	Transactions	
Department <b>09 - CFRD</b> Totals	Invoice 2	<u>1,906.50</u>
	Transactions	
Fund <b>312 - Community Services</b> Totals	Invoice 2	<u>1,906.50</u>
	Transactions	

Fund **401 - Non-Reverting Telecom (S1146)**

Department **25 - Telecommunications**

Program **254000 - Infrastructure**

Account **53640 - Hardware and Software Maintenance**

13482 - Northern Lights Locating & Inspection, INC

25-after hours emergency call out-6/18/22-ticket #2206180338 07/22/2022 237.50

13482 - Northern Lights Locating & Inspection, INC

25 - Line location services - June 2022-inc. over allowance 07/22/2022 3,351.00

Account <b>53640 - Hardware and Software Maintenance</b> Totals	Invoice 2	<u>3,588.50</u>
	Transactions	

Account **54450 - Equipment**

53442 - Paragon Micro, INC

25 - CapR - 63 each: laptops, docks, bags, keyboard/mice combos 07/22/2022 1,849.98

Account <b>54450 - Equipment</b> Totals	Invoice 1	<u>1,849.98</u>
	Transactions	

Program <b>254000 - Infrastructure</b> Totals	Invoice 3	<u>\$5,438.48</u>
	Transactions	

Program **256000 - Services**

Account **52420 - Other Supplies**

5819 - Synchrony Bank

28 - 12-ten packs of 1,3,5,7 foot CAT 6 cables 07/22/2022 242.34



# Board of Public Works Claim Register

Invoice Date Range 07/09/22 - 07/22/22

		Account <b>52420 - Other Supplies</b> Totals	Invoice 1 Transactions	\$242.34
<b>Account 53150 - Communications Contract</b>				
4170 - Comcast Cable Communications, INC	28-3940 N Kinser Pike-business serv./equip chgs-7/21-8/20/22		07/11/2022	159.57
203 - INDIANA UNIVERSITY	25 - Dark Fiber - June 2022		07/22/2022	65.00
		Account <b>53150 - Communications Contract</b> Totals	Invoice 2 Transactions	\$224.57
		Program <b>256000 - Services</b> Totals	Invoice 3 Transactions	\$466.91
		Department <b>25 - Telecommunications</b> Totals	Invoice 6 Transactions	\$5,905.39
		Fund <b>401 - Non-Reverting Telecom (S1146)</b> Totals	Invoice 6 Transactions	\$5,905.39
<b>Fund 450 - Local Road and Street(S0706)</b>				
Department <b>20 - Street</b>				
Program <b>200000 - Main</b>				
Account <b>53520 - Street Lights / Traffic Signals</b>				
223 - Duke Energy	02-W 17th St Reconstruction Proj-elec chgs 6/03-7/05/22	BC 2019-15	07/11/2022	52.33
223 - Duke Energy	02-College Mall & Moores Pk-signal chgs 5/28-6/29/22		07/11/2022	52.39
223 - Duke Energy	02-308 N Roger-crosswalk-elec chgs 5/26-6/27/22	BC 2021-94	07/11/2022	11.63
223 - Duke Energy	02-W 17th St Reconstruction Proj-elec chgs 5/27-6/28/22	BC 2019-15	07/11/2022	104.60
223 - Duke Energy	02-6th & Lincoln-meter surface lot-elec. chgs 6/3-7/5/22	BC 2019-74	07/11/2022	20.74
223 - Duke Energy	02-Downtown Alleys LED PH II-elec chgs 5/26-6/27/22	BC 2021-60	07/11/2022	20.76
223 - Duke Energy	02 - 3rd & Indiana - elec charges for 6/3 - 7/5/22		07/11/2022	49.07
223 - Duke Energy	02-6th St (Fairview to Elm)-elec chgs 5/24-6/23/22	BC 2021-59	07/11/2022	26.18
223 - Duke Energy	02-W 3rd & N Rogers-elec. chgs 5/26-6/27/22	BC 2021-94	07/11/2022	6.13



# Board of Public Works Claim Register

Invoice Date Range 07/09/22 - 07/22/22

223 - Duke Energy	02-Henderson St Pathway-elec chgs 5/27-6/28/22	BC 2019-100	07/11/2022	50.25
223 - Duke Energy	02-3rd/5th/Adams traffic signal-elec chgs 5/24-6/23/22		07/11/2022	53.96
Account <b>53520 - Street Lights / Traffic Signals</b> Totals			Invoice 11	\$448.04
Program <b>200000 - Main</b> Totals			Invoice 11	\$448.04
Department <b>20 - Street</b> Totals			Invoice 11	\$448.04
Fund <b>450 - Local Road and Street(S0706)</b> Totals			Invoice 11	\$448.04
			Transactions	
<b>Fund 451 - Motor Vehicle Highway(S0708)</b>				
Department <b>20 - Street</b>				
Program <b>200000 - Main</b>				
Account <b>52210 - Institutional Supplies</b>				
313 - Fastenal Company	20-Safety Supplies for employees (Vests)		07/22/2022	84.86
313 - Fastenal Company	20-Sign Crew/Paint Crew-Welding Chaps		07/22/2022	81.55
Account <b>52210 - Institutional Supplies</b> Totals			Invoice 2	\$166.41
			Transactions	
Account <b>52310 - Building Materials and Supplies</b>				
409 - Black Lumber Co. INC	20 - Furnace filter for Traffic		07/22/2022	7.98
Account <b>52310 - Building Materials and Supplies</b> Totals			Invoice 1	\$7.98
			Transactions	
Account <b>52420 - Other Supplies</b>				
409 - Black Lumber Co. INC	20-Armour all Protectant, windex, simple green for Street Crews		07/22/2022	31.96
409 - Black Lumber Co. INC	20-Squeegee, dawn soap, fiber cloth, Pro spray bottle-Tree Crew		07/22/2022	13.67
908 - JB Salvage (Westside Auto Parts)	20-4 x 8 x 1/8 sheet steel for #494 bed repair		07/22/2022	291.00
476 - Southern Indiana Parts, INC (Napa Auto Parts)	20-Ball mount & trailer ball for sign crew		07/22/2022	66.81



# Board of Public Works Claim Register

Invoice Date Range 07/09/22 - 07/22/22

		Account <b>52420 - Other Supplies</b> Totals	Invoice 4 Transactions	\$403.44
<b>Account 53130 - Medical</b>				
231 - IU Health OCC Health Services	20-M. Lutes-DS DOT 5 Panel E Screen-4/20/22		07/22/2022	50.00
231 - IU Health OCC Health Services	20-C. Phipps-DS DOT 5 Panel E Screen-4/20/22		07/22/2022	50.00
231 - IU Health OCC Health Services	20-J. Prince-DS DOT 5 Panel E Screen-4/20/22		07/22/2022	50.00
		Account <b>53130 - Medical</b> Totals	Invoice 3 Transactions	\$150.00
<b>Account 53150 - Communications Contract</b>				
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	20-Two-way Radio Services-May 2022		07/22/2022	2,321.25
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	20-Two-way Radio Services -June 2022		07/22/2022	2,321.25
		Account <b>53150 - Communications Contract</b> Totals	Invoice 2 Transactions	\$4,642.50
<b>Account 53250 - Pagers</b>				
332 - Indiana Paging Network, INC	20-Pagers for snow control -August 2022		07/22/2022	86.14
		Account <b>53250 - Pagers</b> Totals	Invoice 1 Transactions	\$86.14
<b>Account 53320 - Advertising</b>				
6891 - Gatehouse Media Indiana Holdings	20-Invitation to Bidders for Concrete & Pavement Markings Serv		07/22/2022	335.30
		Account <b>53320 - Advertising</b> Totals	Invoice 1 Transactions	\$335.30
<b>Account 53950 - Landfill</b>				
52226 - Hoosier Transfer Station-3140	20-Service fee for disposal of sweeper dumps-5/9/22		07/22/2022	1,533.71
		Account <b>53950 - Landfill</b> Totals	Invoice 1 Transactions	\$1,533.71
<b>Account 53990 - Other Services and Charges</b>				
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-Pump saltwater collection tanks-5/9/22		07/22/2022	200.00



# Board of Public Works Claim Register

Invoice Date Range 07/09/22 - 07/22/22

19444 - Jeffery D Todd (Todd Septic Tank Service)

20-Pump saltwater collection tanks-6/13/22	07/22/2022	200.00
<b>Account 53990 - Other Services and Charges</b> Totals	Invoice 2	<u>\$400.00</u>
	Transactions	
Program <b>200000 - Main</b> Totals	Invoice 17	<u>\$7,725.48</u>
	Transactions	
Department <b>20 - Street</b> Totals	Invoice 17	<u>\$7,725.48</u>
	Transactions	
Fund <b>451 - Motor Vehicle Highway(S0708)</b> Totals	Invoice 17	<u>\$7,725.48</u>
	Transactions	

**Fund 452 - Parking Facilities(S9502)**

**Department 26 - Parking**

**Program 260000 - Main**

**Account 52110 - Office Supplies**

4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	26-Graphics for New Parking Services windows at 4th st garag	07/22/2022	599.76
5819 - Synchrony Bank	26-Key Cabinet Storage	07/22/2022	8.99
5819 - Synchrony Bank	26- AC Unit for Walnut St Garage office	07/22/2022	399.99
5819 - Synchrony Bank	26-Floor Mat for Morton St Garage elevator	07/22/2022	150.00
5819 - Synchrony Bank	26-Sharps Disposal Containers	07/22/2022	49.78
5819 - Synchrony Bank	26-Spreaders & Key Rings; TV and wall mount for Parking Srvc	07/22/2022	545.95
	<b>Account 52110 - Office Supplies</b> Totals	Invoice 6	<u>\$1,754.47</u>
		Transactions	

**Account 53510 - Electrical Services**

223 - Duke Energy	26-4th St Garage-elec chgs 5/26-6/27/22	07/11/2022	1,050.73
	<b>Account 53510 - Electrical Services</b> Totals	Invoice 1	<u>\$1,050.73</u>
		Transactions	

**Account 53540 - Natural Gas**

222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	26-4th St Garage-105 W. 4th St-gas bill 6/1-7/1/22	07/11/2022	49.48
--	--	------------	-------



# Board of Public Works Claim Register

Invoice Date Range 07/09/22 - 07/22/22

	Account <b>53540 - Natural Gas</b> Totals	Invoice 1 Transactions	\$49.48
<b>Account 53610 - Building Repairs</b>			
6378 - ANN-KRISS, LLC	26-Glass for Walnut Windos @level 5	07/22/2022	2,000.00
6378 - ANN-KRISS, LLC	26- Rewire Defective Lights @Trades Garage	07/22/2022	640.00
6378 - ANN-KRISS, LLC	26-Install lights in Basement @ Walnut Garage	07/22/2022	1,800.00
1537 - Indiana Door & Hardware Specialties, INC	26- Repair Skywalk (4th St Garage) Door Handle	BC 2021-142 07/22/2022	75.00
392 - Koorsen Fire & Security, INC	26-Morton ST Garage-Install New Line & Fiber to elevators	BC 2022-016 07/22/2022	584.88
	Account <b>53610 - Building Repairs</b> Totals	Invoice 5 Transactions	\$5,099.88
<b>Account 53990 - Other Services and Charges</b>			
6330 - Marshall Security LLC	26- Contract-Patrol of Garages (4) for June 2022	BC 2022-011 07/22/2022	3,840.00
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 1 Transactions	\$3,840.00
	Program <b>260000 - Main</b> Totals	Invoice 14 Transactions	\$11,794.56
	Department <b>26 - Parking</b> Totals	Invoice 14 Transactions	\$11,794.56
	Fund <b>452 - Parking Facilities(S9502)</b> Totals	Invoice 14 Transactions	\$11,794.56
<b>Fund 454 - Alternative Transport(S6301)</b>			
<b>Department 13 - Planning</b>			
<b>Program 130000 - Main</b>			
<b>Account 54310 - Improvements Other Than Building</b>			
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Misc. Neighborhood Greenways-inv date 6/10/22	BC 2020-106 07/22/2022	6,640.60
	Account <b>54310 - Improvements Other Than Building</b> Totals	Invoice 1 Transactions	\$6,640.60
	Program <b>130000 - Main</b> Totals	Invoice 1 Transactions	\$6,640.60



# Board of Public Works Claim Register

Invoice Date Range 07/09/22 - 07/22/22

Department <b>13 - Planning</b> Totals		Invoice 1	\$6,640.60
		Transactions	
Department <b>26 - Parking</b>			
Program <b>260000 - Main</b>			
Account <b>52430 - Uniforms and Tools</b>			
4447 - Municipal Emergency Services, INC	26-safety shoes-J. Miles (10W)-7/1/22	07/22/2022	89.99
Account <b>52430 - Uniforms and Tools</b> Totals		Invoice 1	\$89.99
		Transactions	
Account <b>53210 - Telephone</b>			
1838 - Verizon Wireless	26-Cell service for Parking Officers 5/24-6/23/22	07/11/2022	132.62
Account <b>53210 - Telephone</b> Totals		Invoice 1	\$132.62
		Transactions	
Program <b>260000 - Main</b> Totals		Invoice 2	\$222.61
		Transactions	
Department <b>26 - Parking</b> Totals		Invoice 2	\$222.61
		Transactions	
Fund <b>454 - Alternative Transport(S6301)</b> Totals		Invoice 3	\$6,863.21
		Transactions	
Fund <b>455 - Parking Meter Fund(S2141)</b>			
Department <b>26 - Parking</b>			
Program <b>260000 - Main</b>			
Account <b>52110 - Office Supplies</b>			
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	26-Graphics for New Parking Services windows at 4th st garag	07/22/2022	599.76
5103 - Staples Contract & Commercial, INC	26-office supplies - staple remover	07/22/2022	1.49
5103 - Staples Contract & Commercial, INC	26- Hanging file folders and Heavy weight file folders	07/22/2022	38.49
5819 - Synchrony Bank	26-Office supplies - wall mount for parking maps	07/22/2022	172.00
5819 - Synchrony Bank	26-Febreze air freshener spray for Bathroom	07/22/2022	17.64



# Board of Public Works Claim Register

Invoice Date Range 07/09/22 - 07/22/22

5819 - Synchrony Bank	26-storage cabinet for bathroom at 4th st parking office		07/22/2022	79.58
5819 - Synchrony Bank	26- Office supplies - Key holder for office cabinets		07/22/2022	7.99
5819 - Synchrony Bank	26-office supplies - paper shredder bags		07/22/2022	21.73
5819 - Synchrony Bank	26-office supplies - bathroom cabinet - returned		07/22/2022	(45.99)
<b>Account 52110 - Office Supplies Totals</b>			Invoice 9 Transactions	\$892.69
<b>Account 52340 - Other Repairs and Maintenance</b>				
6688 - SSW Enterprises, LLC (Office Pride)	26-627 N Morton-monthly cleaning-3x per week-7/1/22	BC 2022-007	07/22/2022	373.00
<b>Account 52340 - Other Repairs and Maintenance Totals</b>			Invoice 1 Transactions	\$373.00
<b>Account 52420 - Other Supplies</b>				
4264 - IPS Group, INC	26-4 kiosks Lots 1, 3/replaces 2019-10072		07/22/2022	28,156.00
394 - Kleindorfer Hardware & Variety	26-misc parking supplies - Packing tape		07/22/2022	13.38
5819 - Synchrony Bank	26-Spreaders & Key Rings; TV and wall mount for Parking Srvc		07/22/2022	532.97
<b>Account 52420 - Other Supplies Totals</b>			Invoice 3 Transactions	\$28,702.35
<b>Account 53150 - Communications Contract</b>				
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	26-Final contract payment for portable radios		07/22/2022	4,600.00
<b>Account 53150 - Communications Contract Totals</b>			Invoice 1 Transactions	\$4,600.00
<b>Account 53210 - Telephone</b>				
1838 - Verizon Wireless	26-Cell service for Parking Officers 5/24-6/23/22		07/11/2022	663.06
<b>Account 53210 - Telephone Totals</b>			Invoice 1 Transactions	\$663.06
<b>Account 53310 - Printing</b>				
501 - Karl Clark (KC Designs)	26-Letterhead for Parking Services (500)		07/22/2022	72.00



# Board of Public Works Claim Register

Invoice Date Range 07/09/22 - 07/22/22

5819 - Synchrony Bank	26-Toner for office printers	07/22/2022	40.04
5819 - Synchrony Bank	26-Toner for office printers	07/22/2022	112.32
Account <b>53310 - Printing</b> Totals		Invoice 3	\$224.36
		Transactions	
<b>Account 53640 - Hardware and Software Maintenance</b>			
5819 - Synchrony Bank	26-Refund for TV warranty for Parking Services training	07/22/2022	(118.98)
5819 - Synchrony Bank	26-credit for warranty-2 TV's purchased -Pkg Services training	07/22/2022	118.98
54432 - T2 Systems, INC	26-Rovr returns for June 2022	07/22/2022	565.50
Account <b>53640 - Hardware and Software Maintenance</b> Totals		Invoice 3	\$565.50
		Transactions	
<b>Account 53830 - Bank Charges</b>			
4264 - IPS Group, INC	26-transaction and card fees for June 2022	07/22/2022	13,138.09
Account <b>53830 - Bank Charges</b> Totals		Invoice 1	\$13,138.09
		Transactions	
<b>Account 53990 - Other Services and Charges</b>			
594 - Curry Auto Center, INC	26-payment for repair of Parking Vehicle # 264	07/22/2022	1,993.65
8052 - Empire Franchise Grp LLC (Blgtn Movers/Two Men)	26-moving Parking Services from 627 N Morton to 206 S Walnut	07/22/2022	711.50
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 2	\$2,705.15
		Transactions	
Program <b>260000 - Main</b> Totals		Invoice 24	\$51,864.20
		Transactions	
Department <b>26 - Parking</b> Totals		Invoice 24	\$51,864.20
		Transactions	
Fund <b>455 - Parking Meter Fund(S2141)</b> Totals		Invoice 24	\$51,864.20
		Transactions	
<b>Fund 456 - MVH Restricted</b>			
<b>Department 20 - Street</b>			
<b>Program 200000 - Main</b>			



# Board of Public Works Claim Register

Invoice Date Range 07/09/22 - 07/22/22

**Account 52330 - Street , Alley, and Sewer Material**

365 - Rogers Group, INC	20 - stone for stockpile-#11 Commercial Stone-27.46 tons-6/9/22	07/22/2022	295.20
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals		Invoice 1	\$295.20
		Transactions	

**Account 52420 - Other Supplies**

409 - Black Lumber Co. INC	20-Makita Muffler for concrete Crews	07/22/2022	52.00
409 - Black Lumber Co. INC	20- 2x4-10 Construction Lumber, 1x4-10 Pine Pro-Concrete Crews	07/22/2022	103.68
409 - Black Lumber Co. INC	20-Makita V Belt & Makita Filter for Concrete Crews	07/22/2022	98.08
793 - Indiana Safety Company, INC	20 - 36" Orange Traffic cones (200)	07/22/2022	4,918.00
Account <b>52420 - Other Supplies</b> Totals		Invoice 4	\$5,171.76
		Transactions	
Program <b>200000 - Main</b> Totals		Invoice 5	\$5,466.96
		Transactions	
Department <b>20 - Street</b> Totals		Invoice 5	\$5,466.96
		Transactions	
Fund <b>456 - MVH Restricted</b> Totals		Invoice 5	\$5,466.96
		Transactions	

**Fund 523 - 2019 4th St Garage (S )**

**Department 06 - Controller's Office**

**Program 060000 - Main**

**Account 53820 - Interest**

4740 - Bank Of New York	06-Bloomington RD TIRB 2019A-1-Aug 2022	07/11/2022	319,762.50
Account <b>53820 - Interest</b> Totals		Invoice 1	\$319,762.50
		Transactions	
Program <b>060000 - Main</b> Totals		Invoice 1	\$319,762.50
		Transactions	
Department <b>06 - Controller's Office</b> Totals		Invoice 1	\$319,762.50
		Transactions	
Fund <b>523 - 2019 4th St Garage (S )</b> Totals		Invoice 1	\$319,762.50
		Transactions	



# Board of Public Works Claim Register

Invoice Date Range 07/09/22 - 07/22/22

**Fund 524 - 2019 4th St Garage Tax (S )**

Department **06 - Controller's Office**

Program **060000 - Main**

Account **53810 - Principal**

4740 - Bank Of New York

06-IN Redev Taxable Revenue Bond- BLOOMTAX19A2-Aug 2022	07/13/2022	555,000.00
Account <b>53810 - Principal</b> Totals	Invoice 1	<u>\$555,000.00</u>
	Transactions	

Account **53820 - Interest**

4740 - Bank Of New York

06-IN Redev Taxable Revenue Bond- BLOOMTAX19A2-Aug 2022	07/13/2022	33,360.00
Account <b>53820 - Interest</b> Totals	Invoice 1	<u>\$33,360.00</u>
	Transactions	
Program <b>060000 - Main</b> Totals	Invoice 2	<u>\$588,360.00</u>
	Transactions	
Department <b>06 - Controller's Office</b> Totals	Invoice 2	<u>\$588,360.00</u>
	Transactions	
Fund <b>524 - 2019 4th St Garage Tax (S )</b> Totals	Invoice 2	<u>\$588,360.00</u>
	Transactions	

**Fund 525 - 2019 Trades Garage (S )**

Department **06 - Controller's Office**

Program **060000 - Main**

Account **53820 - Interest**

4740 - Bank Of New York

06-Bloomington RD TIRB 2019B-Aug 2022	07/11/2022	268,412.50
Account <b>53820 - Interest</b> Totals	Invoice 1	<u>\$268,412.50</u>
	Transactions	
Program <b>060000 - Main</b> Totals	Invoice 1	<u>\$268,412.50</u>
	Transactions	
Department <b>06 - Controller's Office</b> Totals	Invoice 1	<u>\$268,412.50</u>
	Transactions	
Fund <b>525 - 2019 Trades Garage (S )</b> Totals	Invoice 1	<u>\$268,412.50</u>
	Transactions	



# Board of Public Works Claim Register

Invoice Date Range 07/09/22 -  
07/22/22

**Fund 601 - Cumulative Capital Devlp(S2391)**

**Department 02 - Public Works**

**Program 020000 - Main**

**Account 52330 - Street , Alley, and Sewer Material**

19278 - Milestone Contractors, LP	20-Asphalt for patching and paving-380.82 tons-6/1-6/7/22	BC 2021-119	07/22/2022	313.03
19278 - Milestone Contractors, LP	20-Asphalt for patching and paving-399.73 tons-6/8 & 6/9/22	BC 2021-119	07/22/2022	170.05
19278 - Milestone Contractors, LP	20 - Asphalt for paving & patching - Moores Pk	BC 2021-119	07/22/2022	167.68
19278 - Milestone Contractors, LP	20 - Asphalt for paving Indiana & 13th streets; patching	BC 2021-119	07/22/2022	167.68
19278 - Milestone Contractors, LP	20-Tack oil for paving -355.20 gallons-6/21/22	BC 2021-119	07/22/2022	1,065.60
<b>Account 52330 - Street , Alley, and Sewer Material Totals</b>			Invoice 5	\$1,884.04
			Transactions	
<b>Program 020000 - Main Totals</b>			Invoice 5	\$1,884.04
			Transactions	
<b>Department 02 - Public Works Totals</b>			Invoice 5	\$1,884.04
			Transactions	
<b>Fund 601 - Cumulative Capital Devlp(S2391) Totals</b>			Invoice 5	\$1,884.04
			Transactions	

**Fund 730 - Solid Waste (S6401)**

**Department 16 - Sanitation**

**Program 160000 - Main**

**Account 52420 - Other Supplies**

793 - Indiana Safety Company, INC	16 - Leather & coated gloves,		07/22/2022	314.74
5819 - Synchrony Bank	16 - large fan for garage		07/22/2022	78.25
5819 - Synchrony Bank	16 - shop vac for garage		07/22/2022	34.99
<b>Account 52420 - Other Supplies Totals</b>			Invoice 3	\$427.98
			Transactions	



# Board of Public Works Claim Register

Invoice Date Range 07/09/22 - 07/22/22

**Account 53140 - Exterminator Services**

51538 - Economy Termite & Pest Control, INC	16- Exterminator Services @ Sanitation -6/27/22	BC 2021-108	07/22/2022	125.00
			Account <b>53140 - Exterminator Services</b> Totals	Invoice 1
				Transactions
				\$125.00

**Account 53150 - Communications Contract**

5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	16 - Wireless Radio Service for July 2022		07/22/2022	572.05
			Account <b>53150 - Communications Contract</b> Totals	Invoice 1
				Transactions
				\$572.05

**Account 53240 - Freight / Other**

793 - Indiana Safety Company, INC	16 - Leather & coated gloves,		07/22/2022	233.16
			Account <b>53240 - Freight / Other</b> Totals	Invoice 1
				Transactions
				\$233.16

**Account 53610 - Building Repairs**

392 - Koorsen Fire & Security, INC	16-Sanitation- Qrtly Fire Alarm Service 7/1-9/30/22	BC 2022-016	07/22/2022	101.79
			Account <b>53610 - Building Repairs</b> Totals	Invoice 1
				Transactions
				\$101.79

**Account 53920 - Laundry and Other Sanitation Services**

19171 - Aramark Uniform & Career Apparel Group, INC	14-Employee uniforms for weekending 6/22/2022	BC 2009-52	07/22/2022	8.01
19171 - Aramark Uniform & Career Apparel Group, INC	16 - office mats-6/22/2022		07/22/2022	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16 - Employee uniforms-6/29/2022	BC 2009-52	07/22/2022	8.01
19171 - Aramark Uniform & Career Apparel Group, INC	16 - Office mats-6/26/2022		07/22/2022	23.26
			Account <b>53920 - Laundry and Other Sanitation Services</b> Totals	Invoice 4
				Transactions
				\$62.54

**Account 53950 - Landfill**

52226 - Hoosier Transfer Station-3140	16-recycling fees-6/1-6/15/22		07/22/2022	2,904.26
52226 - Hoosier Transfer Station-3140	16-trash disposal fees-6/1-6/15/22		07/22/2022	16,957.74



# Board of Public Works Claim Register

Invoice Date Range 07/09/22 -  
07/22/22

Account <b>53950 - Landfill</b> Totals	Invoice 2	\$19,862.00
	Transactions	
Program <b>160000 - Main</b> Totals	Invoice 13	\$21,384.52
	Transactions	
Department <b>16 - Sanitation</b> Totals	Invoice 13	\$21,384.52
	Transactions	
Fund <b>730 - Solid Waste (S6401)</b> Totals	Invoice 13	\$21,384.52
	Transactions	

Fund **800 - Risk Management(S0203)**

Department **10 - Legal**

Program **100000 - Main**

Account **52430 - Uniforms and Tools**

8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-G.Towell (12EE)-6/11/22	07/22/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-M. Ohlson (12EE)-6/18/22	07/22/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-B. Ramey (12W)-6/30/22	07/22/2022	100.00
	Account <b>52430 - Uniforms and Tools</b> Totals	Invoice 3	\$300.00
		Transactions	

Account **53130 - Medical**

3969 - Jeremy C Brothers	10-reimb for CDL physical-6/21/22	07/22/2022	100.00
7406 - Joseph D Creech	10-reimb for CDL physical-6/27/22	07/22/2022	100.00
	Account <b>53130 - Medical</b> Totals	Invoice 2	\$200.00
		Transactions	

Account **53420 - Worker's Comp & Risk**

7792 - ONB Benefit Administration LLC (JWF Specialty)	10- Worker's Comp 2022 claims administration fee	07/22/2022	19,000.00
	Account <b>53420 - Worker's Comp &amp; Risk</b> Totals	Invoice 1	\$19,000.00
		Transactions	
	Program <b>100000 - Main</b> Totals	Invoice 6	\$19,500.00
		Transactions	
	Department <b>10 - Legal</b> Totals	Invoice 6	\$19,500.00
		Transactions	



# Board of Public Works Claim Register

Invoice Date Range 07/09/22 - 07/22/22

		Fund <b>800 - Risk Management(S0203)</b> Totals	Invoice 6 Transactions	\$19,500.00
Fund <b>801 - Health Insurance Trust</b>				
Department <b>12 - Human Resources</b>				
Program <b>120000 - Main</b>				
Account <b>53990 - Other Services and Charges</b>				
3977 - Cigna Health & Life Insurance Company	12-July 2022 Cigna Dental Vision		07/22/2022	2,108.70
18539 - Life Insurance Company Of North America	12-June 2022, Bill Ref # 103094_06012022		07/22/2022	4,180.30
17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fees (FSA,HSA,Wellness)		07/22/2022	1,100.05
		Account <b>53990 - Other Services and Charges</b> Totals	Invoice 3 Transactions	\$7,389.05
Account <b>53990.1278 - Other Services and Charges Disability LTD</b>				
18539 - Life Insurance Company Of North America	12-June 2022, Bill Ref # 103094_06012022		07/22/2022	6,353.33
		Account <b>53990.1278 - Other Services and Charges Disability LTD</b> Totals	Invoice 1 Transactions	\$6,353.33
		Program <b>120000 - Main</b> Totals	Invoice 4 Transactions	\$13,742.38
		Department <b>12 - Human Resources</b> Totals	Invoice 4 Transactions	\$13,742.38
		Fund <b>801 - Health Insurance Trust</b> Totals	Invoice 4 Transactions	\$13,742.38
Fund <b>802 - Fleet Maintenance(S9500)</b>				
Department <b>17 - Fleet Maintenance</b>				
Program <b>170000 - Main</b>				
Account <b>52230 - Garage and Motor Supplies</b>				
409 - Black Lumber Co. INC	17-5pk 9" 8/14T Demo Demon& 3pk 9" BT Carbide Steel demon		07/22/2022	59.98
13929 - Eckert's Tech Supply, INC	17-various shop supplies		07/22/2022	343.92



# Board of Public Works Claim Register

Invoice Date Range 07/09/22 - 07/22/22

11672 - Jack Doheny Companies, INC	17- Sprocket-Conv Drv equipment parts		07/22/2022	37.63
394 - Kleindorfer Hardware & Variety	17-shop supplies-4-screws, repair hose male & female, 2 brooms		07/22/2022	33.68
4693 - Monroe County Tire & Supply, INC	17 -ST225/75R15 tire for various vehicles		07/22/2022	115.25
4693 - Monroe County Tire & Supply, INC	17 -P265/70R16 tires for various vehicles		07/22/2022	681.00
786 - Richard's Small Engine, INC	17- small engine parts - 2 pulleys		07/22/2022	106.52
786 - Richard's Small Engine, INC	17- small engine parts - Nut & Shaft		07/22/2022	247.84
<b>Account 52230 - Garage and Motor Supplies Totals</b>			Invoice 8 Transactions	<u>\$1,625.82</u>
<b>Account 52240 - Fuel and Oil</b>				
7854 - Premier AG CO-OP, INC (Premier Energy)	17 - diesel -6,256 gallons-6/24/22	BC 2021-84 D	07/22/2022	33,444.58
7854 - Premier AG CO-OP, INC (Premier Energy)	17 - unleaded fuel-7,920 gallons-6/23/22	BC 2021-84 D	07/22/2022	37,209.74
<b>Account 52240 - Fuel and Oil Totals</b>			Invoice 2 Transactions	<u>\$70,654.32</u>
<b>Account 52320 - Motor Vehicle Repair</b>				
244 - Bloomington Ford, INC	17- Crankshaft sensor & Connector for ford		07/22/2022	179.30
244 - Bloomington Ford, INC	17- Fuel tank housing, fuel door and weatherstrip for ford		07/22/2022	211.03
244 - Bloomington Ford, INC	17 - replace a water pump-2018 Ford Police Interceptor		07/22/2022	526.82
244 - Bloomington Ford, INC	17- screen assembly, gasket and seal for ford		07/22/2022	67.02
941 - Central Indiana Truck Equipment Corporation	17- 2ea of Bushing & seal pin & L/W grabber gear kit		07/22/2022	5,815.62
21104 - Cummins Crosspoint, LLC	17 - repairs to E-3 (parts & labor)		07/22/2022	2,912.40
4046 - Heritage-Crystal Clean, INC	17 - anti freeze stock - 30 gal		07/22/2022	349.20
796 - Interstate Battery System of Bloomington, INC	17 - 2 - 31MHD, Mt-34, MTP-65HD batteries-vehicles and equipment		07/22/2022	443.45
796 - Interstate Battery System of Bloomington, INC	17 - MTP-48/H6 & MTP-65HD batteries for vehicles and equipment		07/22/2022	505.17



# Board of Public Works Claim Register

Invoice Date Range 07/09/22 - 07/22/22

2974 - MacAllister Machinery Co, INC	17- Solenoid- 12V CAT parts	07/22/2022	117.87
53385 - O'Reilly Automotive Stores, INC	17 - Micro-V Belt	07/22/2022	17.00
53385 - O'Reilly Automotive Stores, INC	17- misc. truck parts - tie rod	07/22/2022	47.70
53385 - O'Reilly Automotive Stores, INC	17- misc. truck parts - Tensioner	07/22/2022	51.58
53385 - O'Reilly Automotive Stores, INC	17- misc. truck parts - Fan Assembly	07/22/2022	108.59
53385 - O'Reilly Automotive Stores, INC	17- misc. truck parts - Brake Rotor	07/22/2022	132.78
53385 - O'Reilly Automotive Stores, INC	17- misc. truck parts - Threadlocker	07/22/2022	16.18
582 - Town & Country Chrysler Dodge Jeep, INC	17- Chrysler parts - Seals	07/22/2022	79.40
582 - Town & Country Chrysler Dodge Jeep, INC	17- Chrysler parts - Radiator fan motors	07/22/2022	413.10
582 - Town & Country Chrysler Dodge Jeep, INC	17- Chrysler parts - Engine Starter	07/22/2022	821.50
582 - Town & Country Chrysler Dodge Jeep, INC	17- Chrysler parts - Axle Drive Shaft Seal	07/22/2022	21.38
582 - Town & Country Chrysler Dodge Jeep, INC	17-credit-part return (Deposit on Engine)-Inv. #5072003	07/22/2022	(75.00)
622 - Truck Country of Indiana, INC (Stoops Freightliner	17- Freightliner parts - Outer Filter Assembly	07/22/2022	216.30
2096 - West Side Tractor Sales CO.	17- Fuel pump - John Deere parts	07/22/2022	84.10
2096 - West Side Tractor Sales CO.	17- misc. John Deere parts - Filter Elements	07/22/2022	94.91
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - misc auto parts - Air Filter & oil filter assembly	07/22/2022	112.12
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - misc auto parts - Condenser assembly	07/22/2022	188.61
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - Alternator auto parts	07/22/2022	227.49
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - misc auto parts - Brake Rotor Assembly	07/22/2022	313.29

Account **52320 - Motor Vehicle Repair** Totals

Invoice 28 Transactions

\$13,998.91

Account **52420 - Other Supplies**



# Board of Public Works Claim Register

Invoice Date Range 07/09/22 - 07/22/22

3560 - First Financial Bank / Credit Cards	17 - vehicle connector for the new Fords	07/22/2022	1,299.00
8181 - Lawson Products, INC	17 - Semi-Gloss Black Maintenance Paint	07/22/2022	51.85
5819 - Synchrony Bank	17 - otterbox for J. Speer	07/22/2022	86.89
Account <b>52420 - Other Supplies</b> Totals		Invoice 3 Transactions	\$1,437.74
<b>Account 53620 - Motor Repairs</b>			
21104 - Cummins Crosspoint, LLC	17 - repairs to E-3 (parts & labor)	07/22/2022	1,948.80
4474 - Ken's Westside Service & Towing, LLC	17 -olorado Unit# 693-6/24/22	07/22/2022	70.00
6476 - Samuel D Wray (Wray Automotive)	17 - #407 Ford F150 alignment	07/22/2022	50.00
Account <b>53620 - Motor Repairs</b> Totals		Invoice 3 Transactions	\$2,068.80
<b>Account 53990 - Other Services and Charges</b>			
3560 - First Financial Bank / Credit Cards	17 - BMV title fees - 6 vehicles & late fees	07/22/2022	270.00
3560 - First Financial Bank / Credit Cards	17 - BMV title fees & late fee	07/22/2022	45.00
3560 - First Financial Bank / Credit Cards	17 - BMV title fee	07/22/2022	15.00
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 3 Transactions	\$330.00
Program <b>170000 - Main</b> Totals		Invoice 47 Transactions	\$90,115.59
Department <b>17 - Fleet Maintenance</b> Totals		Invoice 47 Transactions	\$90,115.59
Fund <b>802 - Fleet Maintenance(\$9500)</b> Totals		Invoice 47 Transactions	\$90,115.59
<b>Fund 804 - Insurance Voluntary Trust</b>			
<b>Department 12 - Human Resources</b>			
<b>Program 120000 - Main</b>			
<b>Account 53990.1241 - Other Services and Charges Vision</b>			



# Board of Public Works Claim Register

Invoice Date Range 07/09/22 - 07/22/22

3977 - Cigna Health & Life Insurance Company	12-July 2022 Cigna Dental Vision	07/22/2022	7,925.93
Account <b>53990.1241 - Other Services and Charges Vision</b> Totals		Invoice 1 Transactions	\$7,925.93
<b>Account 53990.1271 - Other Services and Charges Section 125 - URM- City</b>			
17785 - The Howard E. Nyhart Company, INC	12-City URM	07/11/2022	12.39
17785 - The Howard E. Nyhart Company, INC	12-City URM	07/11/2022	199.98
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/11/2022	25.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/13/2022	75.51
17785 - The Howard E. Nyhart Company, INC	12-City URM	07/14/2022	209.52
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		173.82
Account <b>53990.1271 - Other Services and Charges Section 125 - URM- City</b> Totals		Invoice 6 Transactions	\$696.22
<b>Account 53990.1273 - Other Services and Charges Term Life</b>			
18539 - Life Insurance Company Of North America	12-June 2022, Bill Ref # 103094_06012022	07/22/2022	18,179.60
Account <b>53990.1273 - Other Services and Charges Term Life</b> Totals		Invoice 1 Transactions	\$18,179.60
<b>Account 53990.1277 - Other Services and Charges Disability STD</b>			
18539 - Life Insurance Company Of North America	12-June 2022, Bill Ref # 103094_06012022	07/22/2022	10,327.37
Account <b>53990.1277 - Other Services and Charges Disability STD</b> Totals		Invoice 1 Transactions	\$10,327.37
<b>Account 53990.1281 - Other Services and Charges Section 125 - URM- Util</b>			
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/11/2022	50.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/13/2022	32.38
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		7.48
Account <b>53990.1281 - Other Services and Charges Section 125 - URM- Util</b> Totals		Invoice 3 Transactions	\$89.86



# Board of Public Works Claim Register

Invoice Date Range 07/09/22 - 07/22/22

Account **53990.1283 - Other Services and Charges Health Savings Account**

17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	07/14/2022	18,886.78
Account <b>53990.1283 - Other Services and Charges Health Savings Account</b> Totals		Invoice 1	<u>\$18,886.78</u>
		Transactions	
Program <b>120000 - Main</b> Totals		Invoice 13	<u>\$56,105.76</u>
		Transactions	
Department <b>12 - Human Resources</b> Totals		Invoice 13	<u>\$56,105.76</u>
		Transactions	
Fund <b>804 - Insurance Voluntary Trust</b> Totals		Invoice 13	<u>\$56,105.76</u>
		Transactions	
Grand Totals		Invoice 330	<u><u>\$1,778,390.89</u></u>
		Transactions	