# Board of Public Works Meeting February 28, 2023



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

Public comments and questions will be encouraged via Zoom or bloomington.in.gov rather than in person

#### AGENDA BOARD OF PUBLIC WORKS February 28, 2023

A Regular Meeting of the Board of Public Work will be held Tuesday, February 28, 2023 at 5:30 p.m. in the Council Chambers (Rm #115) 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/89418003555?pwd=bkpqZzY1ajN5aWRYOWVqSmh4clJpQT09 Meeting ID: 894 1800 3555 Passcode: 435082

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

Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call 812-349-3411 or email <a href="mailto:public.works@bloomington.in.gov">public.works@bloomington.in.gov</a>.

#### I. MESSAGES FROM BOARD MEMBERS

#### II. PETITIONS AND REMONSTANCES

- 1. Appeal Noise Citation # 40027 for 423 E. Southern Drive
- 2. Appeal Noise Citation #37913 for 437 E. 16th Street

#### III. CONSENT AGENDA

- 1. Approval of Minutes January 14, 2023
- 2. Bonding Agreement with Indiana University
- 3. Bonding Agreement with City of Bloomington Utilities
- 4. Resolution 2023-05; Declaration of Surplus Fleet Vehicles
- 5. Resolution 2023-08; Declaration of Surplus ITS
- 6. Revised 2023 Service Agreement with Precision Concrete, Inc. to Remove Sidewalk Trip Hazards
- 7. Approval of Payroll

#### IV. NEW BUSINESS

- 1. Memorandum of Understanding between Duke Energy and Parks & Recreation for the Reliability Project
- 2. Change Order #9 for the 7th Street Protected Bike Lane Project
- 3. Change Orders #1 and #2 for the 17th Street Multi-Use Path East Project
- 4. Contract with Bluestone Tree LLC for the B-Line Tree Clearing Project
- 5. Resolution 2023-10; Public Need to Purchase Right-of-Way for the Adams Street Sidewalk (Kirkwood to Fountain) Project
- 6. Request from AEG for Lane and Sidewalk Closures
- 7. Resolution 2023-09; IU Carnival

#### V. STAFF REPORTS & OTHER BUSINESS

#### VI. <u>APPROVAL OF CLAIMS</u>

#### VII. ADJOURNMENT

## STAFF REPORT NOV APPEAL (noise)

**Appellant Information:** 

Name: Marisol Sanchez Address: 423 E Southern Drive

Bloomington, IN

Date Appealed: February 10, 2023

**NOV Information:** 

Date Issued: February 5, 2023

By: Officer Dorman

Where: 423 Southern Drive For: Unreasonable Noise

#### **Attachments:**

- 1. Notice of Violation
- 2. Dispatch Records
- 3. Noise Appeal
- 4. Proposed Order

#### **Controlling Ordinances and Language:**

BMC § 14.09.030(c)(4). It shall be a violation of this chapter to play, use, operate or allow to be played, used, or operated any radio, television, digital media player, loudspeaker, sound amplifier, musical instrument, or any other machine or device for producing or reproducing sound in such a manner that the sound produced persists continuously or intermittently for a period of at least fifteen minutes and can be heard outside the immediate premises from the location of the emitter by a person with normal hearing. Sound that is clearly audible to a person with normal hearing from any place other than the premises from which the source of the sound is located, when the sound occurs between the hours of nine p.m. and seven a.m., is prima facie evidence of a violation of this section. (emphasis added)

**BMC** § 14.09.030(b). Except as otherwise provided in this chapter, it shall be unlawful for any person to cause or make any unreasonable noise or to allow any unreasonable noise to be caused or made in or on any real or personal property occupied or controlled by that person.

BMC § 14.09.070(b). Any person violating any of the provisions of this chapter, shall, upon a written finding of violation signed by the enforcement officer, be subject to an initial penalty of fifty dollars. Each day such violation is committed or permitted to continue shall constitute a separate offense. A second violation in any twelve-month period is subject to a fine or penalty of one hundred dollars and subsequent violations within a twelve month period are subject to a fine or penalty of five hundred dollars. (emphasis added)

#### **Discussion:**

- 1. At approximately 11:45 p.m. on February 4, 2023, the Bloomington Police Department received a complaint regarding unreasonable noise at the property located at 423 E. Southern Drive (the "Property"). Officer Chad Dorman of the Bloomington Police Department, responded to the noise complaint and arrive on scene at approximately 12:27 a.m. on February 5, 2023.
- 2. Officer Dorman approached the Property and observed a large number of persons in the vicinity. While approaching the Property, but before entering the Property, Officer Dorman was able to clearly hear music and to identify that the sound was coming from the Property.
- 3. At 12:27 a.m. on February 5, 2023, Officer Dorman made contact with Marisol Sanchez ("Appellant") who is the/an occupant and tenant of the Property. Appellant was issued a ticket for unreasonable noise, and assessed a fine of \$50.
- 4. Appellant appealed the NOV.
- 5. The facts establish that the noise was unreasonable because it was audible from off premises between 9pm and 7am by Officer Dorman, a person with ordinary hearing.
- 6. Appellant occupies and has control of this property and is, therefore, a person who can and should be held responsible for this violation.
- 7. A fine of \$50 is appropriate because this is the first noise violation issued to Appellant and at this Property in a 12-month period

#### **Staff Recommendation:**

1. The appeal should be denied.

#### COUNTY OF MONROE CITY OF BLOOMINGTON ORDINANCE VIOLATION

NO. 400270-

The undersigned having probable cause to believe and being duly sworn upon his/her oath says that on:

being duly swoi	being duly sworn upon his/her oath says that on:						
Day of Week	Day 5	Month FCb	Year 2023	Time OOU			
Last NameSau	chez		First 1	sel #			
Street Address	23 <i>E</i>	Souther	in Or	C-14-01			
. /	ringto		Stote	Zip Code			
Sex F Race	s	SN/OLN					
DID COMMIT THE			:	A 49			
		OR		00			
	Residenc			ehicle			
Contrary to the BM	AC § [L	1.09.0	30				
at				comington, IN.			
Officer's Signature	L	2_,	1.1	D. No. 747			
		City	of Blooming	gton, Indiana			
		Date $\widehat{\mathscr{O}}$	2-57	3			
	Signatu	re 0/1/	Mar E	2-2			
You	r signatur	e is not an adm	nission of gu	ailt.			

SEE OTHER SIDE FOR ADDITIONAL INFORMATION

02/24/23 BLOOMINGTON POLICE DEPARTMENT 365 10:52 Page: CALL DETAIL REPORT 1

Call Number: 230204272

NOISE Nature:

Reported: 23:45:03 02/04/23

YATES N Rcvd By: How Rcvd: 9 Occ Btwn: 23:45:03 02/04/23 and 23:46:48 02/04/23 1

Type: Priority:

Address: 432 E SOUTHERN DR BLOOMINGTON

City:

Alarm:

#### COMPLAINANT/CONTACT \_\_\_\_\_\_

Complainant: , Name#:

Race: Sex: DOB: \*\*/\*\*

Address: ,

Home Phone: Work Phone:

Contact: JOHN

Address: 1606 S ROGERS Phone: (432)888-4785

#### RADIO LOG

\_\_\_\_\_

Dispatcher	Time/Date	e 	Unit	Code	Zone	Agnc	Description
BRITTON E	00:09:00	02/05/23	1707	ER	LB3	BPD	(MDC) Enroute to a call incid#=B23-05936 call=2731
DORMAN C	00:09:06	02/05/23	1747	ENRT	LB3	BPD	(MDC) Assisting unit 1707 incid#=B23-05936 call=2731
BRITTON E	00:15:00	02/05/23	1707	AR	LB3	BPD	(MDC) Arrived on scene incid#=B23-05936 call=2731
DORMAN C	00:27:03	02/05/23	1747	ER	LB3	BPD	(MDC) Assigned as Responsible Unit for call 230204272
DORMAN C	00:27:42	02/05/23	1747	AR	LB3	BPD	(MDC) Arrived on scene incid#=B23-05936 call=2731
DORMAN C	00:27:54	02/05/23	1747	CE	LB3	BPD	(MDC) Completed call incid#=B23-05936 call=2731
BRITTON E	00:27:58	02/05/23	1707	CE	LB3	BPD	(MDC) Completed call incid#=B23-05936 call=2731

#### COMMENTS

\_\_\_\_\_

23:45:44 02/04/2023 - YATES N

LOUD PARTY

23:46:42 02/04/2023 - YATES N

SOUNDED LIKE THE CP WAS AT THE RESIDENCE

00:27:04 02/05/2023 - DORMAN C

Unit 1747 has replaced Unit 1707 as the responsible unit on call 2731

00:27:53 02/05/2023 - DORMAN C

cite

02/24/23	
10:52	

#### BLOOMINGTON POLICE DEPARTMENT CALL DETAIL REPORT

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UNIT HISTORY

Unit	Time/Date	9	Code
1707	00:09:00	02/05/23	ER
1707	00:15:00	02/05/23	AR
1707	00:27:58	02/05/23	CE
1747	00:09:06	02/05/23	ENRT
1747	00:27:03	02/05/23	ER
1747	00:27:42	02/05/23	AR
1747	00:27:54	02/05/23	CE
	00.27.01	02,00,20	-

#### RESPONDING OFFICERS

Unit Officer 1707 BRITTON E 1747 DORMAN C

#### INVOLVEMENTS

\_\_\_\_\_

Type	Record#	Date	Description		Relationship
LW	B23-05936	02/05/23	NOISE B23-05936	432 E SOUTHE	Initiating Call



### Appeal of Noise Citation to the Board of Public Works

City of Bloomington
Department of Public Works
401 North Morton Street, Suite 120
Phone (812)349-3410

Email: Public.Works@Bloomington.IN.gov

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

Name: Marial Sanchez	Phone Number <u>210-N52-7278</u>
Citation Number:	Date on Noise Citation: <u>M-M5-23</u>
(Located in the top right hand corner of the citation)	
Local Address:	Permanent Address:
423 E SOUTHERN Drive.	89111) Connemano Churt
	Today's Date: <u>102-10-2023</u>
Reason for Appeal: I Compiled and worked u	Ith the Officer's directions. I did not
cause any problems and answered all	the gentlemen's questions. I do not
thinh it is right that my home recieve	ed a ticret, we never recieved a
warning and this is the first time	my hause has rectived a noise
Complaint. Also, we had already turned	
houd, before the police came Please	consider my appeal and thanh
you for your time.	
You may continue on another page if necessary)	
On this day, I submitted my completed appeal of Noise	citation and received the date of <u>\\\02-\\02-\\02-\\02-\\02-\\02-\\02-\\0</u>
When the Board of Public Works will consider my appe	eal.
Maria al Sala	m2 1 m 123
Signature	Date
For use by Public Works:	
Date Appeal Received: Rec	eeived By:
Date Appeal Forwarded to Legal Department:	

# City of Bloomington's Board of Public Works Order on Appeal of Notice of Violation Ticket # 40027 (B23-05936)

This matter is before the Board of Public Works for an Appeal of Notice of Violation # 40027 (B23-05936) (the "NOV") at 423 E. Southern Drive (the "Property"). The Board of Public Works received information regarding the NOV at its regular meeting on February 28, 2023.

The Board of Public Works now finds as follows:

- 1. Marisol Sanchez ("Appellant") appealed the NOV.
- 2. Appellant resides at the Property.
- 3. At approximately 11:45 p.m. on February 4, 2023 Bloomington Police Dispatch received a report of loud music and noise coming from the Property.
- 4. City of Bloomington Police Officer Chad Dorman responded to the call and, at approximately 12:27 a.m. on February 5, 2023, while not physically on the Property, heard music and sound coming from the Property.
- 5. These facts establish a prima facie violation of BMC 14.09.070(c)(4) in that the sound was clearly audible to a person with normal hearing from any place other than the premises from which the source of the sound is located, when the sound occurs between the hours of 9:00 p.m. and 7:00 a.m.
- 6. Appellant is a person under BMC 14.09.030(b) who can be held responsible for this violation.
- 7. The facts support a finding that the Appellant did violate BMC § 14.09 regarding unreasonable noise, and that this is Appellant's first violation of BMC § 14.09 within 12 months.

After reviewing all of the evidence and testimony presented, the Board of Public Works hereby Orders that the Appeal of NOV # 40027 (B23-05936) is denied.

So Ordered this 28th Day of February, 2023.

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

## STAFF REPORT NOV APPEAL (noise)

#### **Appellant Information:**

Name: William Jontz Address: 437 E. 16<sup>th</sup> Street Bloomington, IN 47408

Date Appealed: February 20, 2023

#### **NOV Information:**

Date Issued: February 18, 2023 By: Officer Colin Deckard Where: 437 E. 16<sup>th</sup> Street For: Unreasonable Noise

#### **Attachments:**

- 1. Notice of Violation
- 2. Dispatch Records
- 3. Noise Appeal
- 4. Proposed Order

#### **Controlling Ordinances and Language:**

BMC § 14.09.030(c)(4). It shall be a violation of this chapter to play, use, operate or allow to be played, used, or operated any radio, television, digital media player, loudspeaker, sound amplifier, musical instrument, or any other machine or device for producing or reproducing sound in such a manner that the sound produced persists continuously or intermittently for a period of at least fifteen minutes and can be heard outside the immediate premises from the location of the emitter by a person with normal hearing. Sound that is clearly audible to a person with normal hearing from any place other than the premises from which the source of the sound is located, when the sound occurs between the hours of nine p.m. and seven a.m., is prima facie evidence of a violation of this section.

**BMC** § 14.09.030(b). Except as otherwise provided in this chapter, it shall be unlawful for any person to cause or make any unreasonable noise or to allow any unreasonable noise to be caused or made in or on any real or personal property occupied or controlled by that person.

BMC § 14.09.070(b). Any person violating any of the provisions of this chapter, shall, upon a written finding of violation signed by the enforcement officer, be subject to an initial penalty of fifty dollars. Each day such violation is committed or permitted to continue shall constitute a separate offense. A second violation in any twelve-month period is subject to a fine or penalty of one hundred dollars and subsequent violations within a twelve month period are subject to a fine or penalty of five hundred dollars. (emphasis added)

#### **Discussion:**

- 1. At approximately 4:16 p.m. on February 18, 2023, the Bloomington Police Department received a complaint regarding unreasonable noise at the property located at 437 E. 16<sup>th</sup> Street (the "Property"). Officer Deckard of the Bloomington Police Department responded to the noise complaint at approximately 4:35 p.m. on February 18, 2023.
- 2. Officer Deckard approached the Property in his patrol vehicle from several blocks away. While approaching the Property, but before entering the Property, Officer Deckard was able to clearly hear loud music from multiple blocks away, including from E. 16<sup>th</sup> Street and Lincoln Street and from E. 16<sup>th</sup> Street and Grant Street. Officer Deckard was able to identify that the sound was coming from the Property.
- 3. At approximately 4:49 p.m. on February 28, 2023, Officer Deckard made contact with William Jontz ("Appellant") who is the/an occupant and tenant of the Property. Appellant was issued a ticket for unreasonable noise, and assessed a fine of \$50.
- 4. Appellant appealed the NOV.
- 5. The facts establish that the noise was unreasonable. The noise was audible from two blocks away.
- 6. Appellant occupies and has control of this property and is, therefore, a person who can and should be held responsible for this violation.
- 7. A fine of \$50 is appropriate because this is the first noise violation issued to Appellant and at this Property in a 12-month period

#### **Staff Recommendation:**

1. The appeal should be denied.

# COUNTY OF MONROE CITY OF BLOOMINGTON ORDINANCE VIOLATION

The undersigned having probable cause to believe and being duly sworn upon his/her oath says that on:

eing auly swol	пироп	morner out	11 00.9	i 19
Day of Week	Day	Month	Year	Time,
Last Name	4-	First	MR.	
and in it	1 document		1 /V	D.Ó,B.3
Street Address	7 E	1:12	51	3/1/
City B	OMIN	M. H.	State	Zip Code
Sex Race	S			
DID COMMIT TH	E FOLLO	WING OFFENS	E:	
	1015	t		_
Excessive Lo	_Residenc	OR		hicle
Contrary to the B	> +	1640	5t_, Blo	omington, IN.
Officer's Signatur	e	1 lea	1.0	D. No. 7 / 5
		Cit	y of Blooming	ton, Indiana
		Date _	2/13/	23
	Signatu	ire / /	Section Sectio	/

Your signature is not an admission of guilt.

SEE OTHER SIDE FOR ADDITIONAL INFORMATION

02/24/23 BLOOMINGTON POLICE DEPARTMENT 365 10:53 CALL DETAIL REPORT Page: 1

Call Number: 230218174

Nature: NOISE

Reported: 16:16:18 02/18/23

BORDERS J Rcvd By: How Rcvd: T 16:16:18 02/18/23 and 16:17:26 02/18/23 Occ Btwn:

Type: Priority:

437 E 16TH ST Address: City: BLOOMINGTON

Alarm:

#### COMPLAINANT/CONTACT \_\_\_\_\_\_

Complainant: ,

Name#:

Race: Sex: DOB: \*\*/\*\*

Address: ,

Home Phone: Work Phone:

Contact: ANONYMOUS

Address: Phone:

#### RADIO LOG

\_\_\_\_\_

Dispatcher	Time/Date	<b>&gt;</b>	Unit	Code	Zone	Agnc	Description
DECKARD C	16:35:46	02/18/23	1725	ER	LB2	BPD	(MDC) Enroute to a call incid#=B23-08307 call=1731
SNIDER T	16:35:52	02/18/23	1748	ENRT	LB2	BPD	(MDC) Assisting unit 1725 incid#=B23-08307 call=1731
DECKARD C	16:37:34	02/18/23	1725	AR	LB2	BPD	(MDC) Arrived on scene incid#=B23-08307 call=1731
SNIDER T	16:38:43	02/18/23	1748	AR	LB2	BPD	(MDC) Arrived on scene incid#=B23-08307 call=1731
DECKARD C	16:49:41	02/18/23	1725	CE	LB2	BPD	(MDC) Completed call incid#=B23-08307 call=1731
SNIDER T	16:54:53	02/18/23	1748	CE	LB2	BPD	(MDC) Completed call incid#=B23-08307 call=1731

#### COMMENTS

\_\_\_\_\_

16:16:30 02/18/2023 - BORDERS J

\*EDITED\* LOUD SPEAKERS

16:17:24 02/18/2023 - KELLEY P

2ND CALLER

16:40:34 02/18/2023 - ROCK K

Address change from 409 E 16TH ST to 437 E 16TH ST

16:49:38 02/18/2023 - DECKARD C

ONE NOISE CIT GIVEN TO RESIDENT WILLIAM JONTZ WHO REFUSED TO SIGN COPY. WILLIAM PROVIDED WITH COPY. COULD HEAR NOISE FROM E 16TH ST AND N GRANT ST.

02/24/23	
10:53	

#### BLOOMINGTON POLICE DEPARTMENT CALL DETAIL REPORT

365 Page: 2

Unit	Time/Date	)	Code
1725	16:35:46	02/18/23	ER
1725	16:37:34	02/18/23	AR
1725	16:49:41	02/18/23	CE
1748	16:35:52	02/18/23	ENRT
1748	16:38:43	02/18/23	AR
1748	16:54:53	02/18/23	CE

#### RESPONDING OFFICERS

Unit	Officer
1725	DECKARD C
1748	SNIDER T

#### INVOLVEMENTS

Type	Record#	Date	Description		Relationship
LW	B23-08307	02/18/23	NOISE B23-08307	437 E 16TH S	Initiating Call



#### Appeal of Noise Citation to the Board of Public Works

City of Bloomington Department of Public Works 401 North Morton Street, Suite 120 Phone (812)349-3410

Email: Public.Works@Bloomington.IN.gov

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

	William Jontz	Phone Number(810)-964-9455
Local Addre	(Located in the top right hand corner	Permanent Address:1012 Pinewood Court, Brighton MI 48116
	Appeal:	Today's Date:02/20/2023
also nev	er asked to turn it down which	o have conversations with ease in front of the speaker. We were we would've been happy to have done if had been asked to do so rofanity or explicit language or heavy bass/beat that would be see errors on the ticket he gave me. He listed me as a W for Sex and

On this day, I submitted my completed appeal of Noise citation and received the date of

When the Board of Public Works will consider n	ny appeal.	
	02/20/2023	
Signature	Date	
For use by Public Works:		
Date Appeal Received:	Received By:	
Date Appeal Forwarded to Legal Department:		

# City of Bloomington's Board of Public Works Order on Appeal of Notice of Violation Ticket # 37913 (B23-08307)

This matter is before the Board of Public Works for an Appeal of Notice of Violation # 37913 (B23-08307) (the "NOV") at 437 E 16<sup>th</sup> Street (the "Property"). The Board of Public Works received information regarding the NOV at its regular meeting on February 28, 2023.

The Board of Public Works now finds as follows:

- 1. William Jontz ("Appellant") appealed the NOV.
- 2. Appellant resides at the Property.
- 3. At approximately 4:16 p.m. on February 18, 2023 Bloomington Police Dispatch received a report of loud music and noise coming from the Property.
- 4. City of Bloomington Police Officer Colin Deckard responded to the call and, at approximately 4:37 p.m. on February 18, 2023, while not physically on the Property, heard music and sound coming from the Property. Officer Deckard heard loud music coming from the property from multiple blocks away.
- 5. These facts establish a violation of BMC 14.09.030(b) in that the sound was clearly audible to a person with normal hearing from multiple blocks away, and constitutes unreasonable noise, as the noise was of a volume, frequency, or pattern that prevents, disrupts, injures, or endangers the health, safety, welfare, prosperity, comfort or repose of reasonable persons of ordinary sensitivities.
- 6. Appellant is a person under BMC 14.09.030(b) who can be held responsible for this violation.
- 7. The facts support a finding that the Appellant violated BMC § 14.09 regarding unreasonable noise, and that this is Appellant's first violation of BMC § 14.09 within 12 months.

After reviewing all of the evidence and testimony presented, the Board of Public Works hereby Orders that the Appeal of NOV #37913 (B23-08307) is denied.

So Ordered this 28th Day of February, 2023.

Kyla Cox Deckard, President Board of Public Works City of Bloomington The Board of Public Works meeting was held Tuesday, February 14, 2023 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

Elizabeth Karon Jennifer Lloyd **ROLL CALL** 

City Staff: Adam Wason - Public Works

April Rosenberger – Public Works

Aleksandrina Pratt - City Legal, Via Zoom

Neil Kopper -- Engineering Paul Kehrberg -- Engineering Jason Kerr -- Engineering Alex Gray -- Engineering

None MESSAGES FROM BOARD MEMBERS

None PETITIONS& REMONSTRANCES

- 1. Approval of Minutes; January 31, 2023
- 2. 2023 Service Agreement with Precision Concrete, Inc. to Remove Sidewalk Trip Hazards
- 3. Resolution 2023-06; International Festival
- 4. Resolution 2023-07; Declaration of Surplus by Bloomington Police Department
- 5. Approval of Payroll

**Board Comments: None** 

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

Neil Kopper, Engineering, presented Contract with J.R. Ellington Tree Experts for the West 1st Street Tree Removal Project. See meeting packet for details.

**Board Comments**: None

Karon made a motion to approve Contract with J.R. Ellington Tree Experts for the West 1<sup>st</sup> Street Tree Removal Project. Lloyd seconded. All in favor, motion is passed.

Paul Kehrberg, Engineering, Request from Goodman Construction for Lane Closure at 1800 N. Walnut St. (February 20, 2023-March 31, 2023). See meeting packet for details.

**Board Comments**: None

CONSENT AGENDA

NEW BUSINESS Contract with J.R. Ellington

Tree Experts for the West 1st Street Tree Removal Project

Request from Goodman Construction for Lane Closure at 1800 N. Walnut St. (February 20, 2023-March 31, 2023) Karon made a motion to approve Request from Goodman Construction for Lane Closure at 1800 N. Walnut St. (February 20, 2023-March 31, 2023). Lloyd seconded. All in favor, motion is passed.

Paul Kehrberg, Engineering, presented Request from Gilliatte General Contracting for Lane and Sidewalk Closures on S. Grant. See meeting packet for details.

**Board Comments**: Cox Deckard asked to confirm that the 4<sup>th</sup> Street sidewalk would not be closed. Kehrberg confirmed that it would not.

Karon made a motion to approve Request from Gilliatte General Contracting for Lane and Sidewalk Closures on S. Grant. Lloyd seconded. All in favor, motion is passed.

Jason Kerr, Engineering, presented Request from AEG for Lane and Sidewalk Closures. See meeting packet for details.

**Board Comments**: Karon asked if AEG is responsive to complaints. Kerr confirmed.

Karon made a motion to approve Request from AEG for Lane and Sidewalk Closures. Lloyd seconded. All in favor, motion is passed.

Jason Kerr, Engineering, presented Request from Centerpoint Energy for Street and Sidewalk Closures along S. Rockport Road. See meeting packet for details.

**Board Comments:** Cox Deckard asked what time the work would end each day. Kerr answered their work day will be from 7:30-5:00. Lloyd questioned the application stating 7:00-5:30. Kerr confirmed that 7:00-5:30 is the correct time. Cox Deckard asked about communication with Bloomington Transit. Kerr stated he had given Centerpoint the information to reach out to Bloomington Transit.

Karon made a motion to approve the Request from Centerpoint Energy for Street and Sidewalk Closures along S. Rockport Road. Lloyd seconded. All in favor, motion is passed.

Jason Kerr, Engineering, presented Request from Red Truck Bloomington LLC to place Dumpster in Right-of-Way at 402 and 406 W. 6<sup>th</sup> St. (March 6, 2023- up to 90 days). See meeting packet for details.

**Board Comments**: Karon asked if the approval is for the start date of March 6<sup>th</sup>, would there be an issue with the work beginning sooner. Wason answered that there wouldn't be an issue.

Karon made a motion to approve the Request from Red Truck Bloomington LLC to place Dumpster in Right-of-Way at 402 and 406 W. 6<sup>th</sup> St. (March 6, 2023- up to 90 days). Lloyd seconded. All in favor, motion is passed.

Adam Wason, Public Works, presented Concrete Materials Contract with Irving Materials, Inc. on behalf of Joe VanDeventer, Street Division. See meeting packet for details.

Request from Gilliatte General Contracting for Lane and Sidewalk Closures on S. Grant

Request from AEG for Lane and Sidewalk Closures

Request from Centerpoint Energy for Street and Sidewalk Closures along S. Rockport Road

Request from Red Truck Bloomington LLC to place Dumpster in Right-of-Way at 402 and 406 W. 6<sup>th</sup> St. (March 6, 2023- up to 90 days)

**Concrete Materials Contract** with Irving Materials, Inc.

Board Comments: Cox Deckard asked to clarify the amount on the Staff Report. Wason stated the amount was a typo and the amount is supposed to read \$144.00 per yard. Karon made a motion to approve the Concrete Materials Contract with Irving Materials, Inc. Lloyd seconded. All in favor, motion is passed. Adam Wason, Public Works, presented Asphalt Material Contract with E&B Paving, Inc. **Asphalt Material Contract** (Primary) and Milestone Contractors, LP (Secondary) for Joe VanDeventer, Street Division. with E&B Paving, Inc. See meeting packet for details. (Primary) and Milestone Contractors, LP (Secondary) Board Comments: None Karon made a motion to approve the Asphalt Material Contract with E&B Paving, Inc. (Primary) and Milestone Contractors, LP (Secondary). Lloyd seconded. STAFF REPORTS AND Adam Wason, Public Works, stated there wasn't anything major to announce. Stated that **OTHER BUSINESS** the Animal Shelter would be running an adoption special on dogs the following weekend and trying to clear some space. **CLAIMS** Karon made a motion to approve claims in the amount of \$3,187,446.57. Lloyd seconded. All in favor, motion is passed. Cox Deckard called for adjournment at 5:52 p.m. **ADJOURNMENT** Accepted By: Kyla Cox Deckard, President Elizabeth Karon, Vice President Jennifer Lloyd, Secretary

Attest to:

Date:



# Board of Public Works Staff Report

**Project/Event:** Approve Bonding Agreement with Indiana

University

Staff Representative: Paul Kehrberg, Engineering

Petitioner/Representative: Trustees of Indiana University; Donald Lukes

**Date:** February 28, 2023

**Report:** City Code allows for various entities to apply for a bonding agreement with the City of Bloomington. This agreement makes the applicant exempt from the bonding requirements otherwise required by code. This covers their routine work within City rights of way. Indiana University is seeking approval of their bonding agreement with the City of Bloomington..

### 2023 BONDING AGREEMENT

### **ENGINEERING DEPARTMENT, CITY OF BLOOMINGTON, INDIANA**

THIS AGREEMENT entered into this	day of	, 2023, by
and between the City of Bloomington,	a Municipal Corporat	ion of Indiana (hereinafter
referred to as CITY), and The Trustee	s of Indiana Universit	y (hereinafter referred to as
APPLICANT).		

#### **RECITALS:**

- A. APPLICANT has filed, or soon will file, an application with the CITY for a permit to perform excavation and restoration work on CITY's public ways.
- B. APPLICANT guarantees faithful performance of the work in full compliance with Bloomington Municipal Code Chapter 12.08 Use of the Right of Way and other applicable CITY ordinances, regulations, specifications and standards listed on the CITY Engineering Department's resources website (the "City Standards").
- C. APPLICANT acknowledges that this 2023 Bonding Agreement shall terminate on December 31, 2023.

#### AGREEMENT:

**NOW, THEREFORE,** in consideration of the recitals above, the mutual covenants and undertakings of the parties hereto, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. Applicant's Completion and Warranty Obligations. APPLICANT irrevocably acknowledges its obligation to perform the work in a good, workmanlike, lien-free manner in full compliance with City Standards. APPLICANT further warrants that the work will be free of defects (normal wear and tear excepted) for a period of two (2) years after the work has been completed and finally accepted by CITY, assuming the CITY inspects the work within a reasonable timeframe after being properly notified of its completion.
- 2. **Applicant's Covenants.** APPLICANT irrevocably represents, warrants and covenants to CITY as follows:
  - (a) Compliance with City Standards. That APPLICANT shall fully comply with all City Standards relative to the work, and fully and promptly indemnify and hold harmless CITY, and respond to CITY, for APPLICANT's failure to conform with such obligations.
  - (b) Completion of the Work.
    - Diligence. That after the work is commenced, APPLICANT shall proceed with diligence and expedition and shall promptly complete the work and restore the property to City Standards, so as not to

- obstruct the property or public use or travel thereon more than is reasonably necessary.
- ii. Restoration. That unless authorized by CITY on the permit, all paving, resurfacing or replacement of street facilities on major or collector streets shall be done in conformance with City Standards as soon as reasonably possible. In winter, a temporary patch must be provided. In all excavations, restoration and pavement surfaces shall be made immediately after backfilling is completed or concrete is cured.
- (c) That APPLICANT shall guarantee the materials and workmanship of the work in compliance with City Standards for a period of two (2) years from completion and CITY's acceptance of the work, with reasonable wear and tear excepted.
- Repairs. All responsibility for completion, repair and maintenance of the work shall remain with APPLICANT until all of the work has been completed in full compliance with City Standards, inspected and finally accepted by CITY, and the warranty has expired.
- 4. **Contractors**. This Agreement does not extend to contractors applying for permit on behalf of APPLICANT.
- 5. **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.
- 6. **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.
- 7. **Severability**. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.
- 8. **Amendment**. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.
- 9. **Interpretation**. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the State of Indiana.
- 10. Assignment. APPLICANT may not assign or otherwise convey its rights or delegate its duties under this Agreement without the express written consent of CITY.
- 11. **No Partnership**. CITY and APPLICANT do not by this Agreement in any way or for any purpose become partners or joint ventures with each other.

#### **APPLICANT**

Entity: The Trustees of Indiana University By Donald S. Lukes, University Treasurer

**CITY OF BLOOMINGTON** 

Date Signed Feb 10, 2023

### **BOND WAIVER**

The Board of Public Works, having reviewed the Bonding Agreement herein, approves and accepts said Bonding Agreement for the remainder of calendar year 2023. The Board of Public Works hereby finds the APPLICANT to be exempt from the provisions of Bloomington Municipal Code Section 12.08.060.

BOARD OF PUBLIC WORKS	
Kyla Cox Deckard, President	Date:
Tylu Cox Beekara, Frestaein	
	Date:
Elizabeth Karon, Vice President	
	Data
Jennifer Lloyd, Secretary	Date:
	Date:
Andrew Cibor, Director	
Engineering Department	
	Date:
Beth Cate	
Corporation Counsel	



# Board of Public Works Staff Report

**Project/Event:** Approve Bonding Agreement with City of

Bloomington Utilities Transmission and Distribution

Staff Representative: Paul Kehrberg

Petitioner/Representative: James Hall, CBU

**Date:** February 28, 2023

**Report:** City Code allows for various entities to apply for a bonding agreement with the City of Bloomington. This agreement makes the applicant exempt from the bonding requirements otherwise required by code. City of Bloomington Utilities is seeking to have their bonding agreement renewed for 2023 for their routine work in the City rights of way. This agreement does not apply to large scale construction contracts completed by other contractors.

### **2023 BONDING AGREEMENT**

#### **ENGINEERING DEPARTMENT, CITY OF BLOOMINGTON, INDIANA**

	- 11		- (	
THIS AGREEMENT entered into this	8 40	day of	Februara	, 2023, by
and between the City of Bloomington,	a Munici	ipal Corpo	ration of Indiana	a (hereinafter
referred to as CITY), and the City of B	loomingt	on Utilities	s Department (h	ereinafter
referred to as APPLICANT).	_		,	

#### **RECITALS:**

- A. APPLICANT has filed, or soon will file, an application with the CITY for a permit to perform excavation and restoration work on CITY's public ways.
- B. APPLICANT guarantees faithful performance of the work in full compliance with Bloomington Municipal Code Chapter 12.08 Use of the Right of Way and other applicable CITY ordinances, regulations, specifications and standards listed on the CITY Engineering Department's resources website (the "City Standards").
- C. APPLICANT acknowledges that this 2023 Bonding Agreement shall terminate on December 31, 2023.

#### AGREEMENT:

**NOW, THEREFORE,** in consideration of the recitals above, the mutual covenants and undertakings of the parties hereto, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. Applicant's Completion and Warranty Obligations. APPLICANT irrevocably acknowledges its obligation to perform the work in a good, workmanlike, lien-free manner in full compliance with City Standards. APPLICANT further warrants that the work will be free of defects (normal wear and tear excepted) for a period of two (2) years after the work has been completed and finally accepted by CITY, assuming the CITY inspects the work within a reasonable timeframe after being properly notified of its completion.
- 2. **Applicant's Covenants.** APPLICANT irrevocably represents, warrants and covenants to CITY as follows:
  - (a) Compliance with City Standards. That APPLICANT shall fully comply with all City Standards relative to the work, and fully and promptly indemnify and hold harmless CITY, and respond to CITY, for APPLICANT's failure to conform with such obligations.
  - (b) Completion of the Work.
    - i. **Diligence**. That after the work is commenced, APPLICANT shall proceed with diligence and expedition and shall promptly complete the work and restore the property to City Standards, so as not to

- obstruct the property or public use or travel thereon more than is reasonably necessary.
- ii. **Restoration**. That unless authorized by CITY on the permit, all paving, resurfacing or replacement of street facilities on major or collector streets shall be done in conformance with City Standards as soon as reasonably possible. In winter, a temporary patch must be provided. In all excavations, restoration and pavement surfaces shall be made immediately after backfilling is completed or concrete is cured.
- (c) That APPLICANT shall guarantee the materials and workmanship of the work in compliance with City Standards for a period of two (2) years from completion and CITY's acceptance of the work, with reasonable wear and tear excepted.
- Repairs. All responsibility for completion, repair and maintenance of the work shall remain with APPLICANT until all of the work has been completed in full compliance with City Standards, inspected and finally accepted by CITY, and the warranty has expired.
- 4. **Contractors**. This Agreement does not extend to contractors applying for permit on behalf of APPLICANT.
- 5. **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.
- 6. **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.
- 7. **Severability**. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.
- 8. **Amendment**. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.
- 9. **Interpretation**. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the State of Indiana.
- 10. Assignment. APPLICANT may not assign or otherwise convey its rights or delegate its duties under this Agreement without the express written consent of CITY.
- 11. **No Partnership**. CITY and APPLICANT do not by this Agreement in any way or for any purpose become partners or joint ventures with each other.

#### **APPLICANT**

Entity: City of Bloomington Utilities Department

By Vic Kelson, Director

Signature 1/02/h	Date Signed <u>Z/8/2の</u> える
BOND WAIN	VER
The Board of Public Works, having reviewed the Band accepts said Bonding Agreement for the remandant of Public Works hereby finds the APPLICA of Bloomington Municipal Code Section 12.08.060	ainder of calendar year 2023. The NT to be exempt from the provisions

# 

Beth Cate Corporation Counsel



# Board of Public Works Staff Report

Staff Representative:	Declaration of Surplus Fleet Vehicles  Michael Large, Operations Manager, DPW
Petitioner/Representative: Staff Representative:	·
Staff Representative:	
•	Michael Large
Date:	<u> </u>
Date.	February 28, 2023
Report:	•
The Fleet Maintenance Division	on purchases and provides vehicles and equipment to various City departments so
that they can provide a wide range of	vital municipal government services to the residents of Bloomington. These
vehicles and equipment all have limite	ed service lives determined by their type and operational duties. As these assets
reach the end of their lifecycle they ar	e reclaimed by the Fleet Maintenance Division and replaced. The Fleet
Maintenance Division has three vehicl	les, two pieces of equipment and one riding lawn mower that have been placed out
of service and wishes to dispose of the	em as surplus property via the utilization of govdeals.com, an online auctioning
service. To date this collaboration wit	th Govdeals.com has resulted in more than \$171,000 in revenue received. All
revenue received from the online auct	tion is placed directly in the City of Bloomington's Vehicle Replacement Fund for
future capital vehicle purchasing need	ds.
	pard of Public Works declare the vehicles and equipment in Attachment A as surplu
so that they can be sold on govdeals.c	com.
Staff also notes that in the pre	esent case, the equipment was inadvertently sold prior to the Board's authorization.
•	ard by Indiana Code § 36-1-4-16, staff is requesting that the Board ratify the surplu
declaration and sale via Resolution 20	
•	•
Recommendation and Supportir	ng Justification:

Board of Public Works Staff Report

#### **RESOLUTION 2023-05** TO DESIGNATE SURPLUS PROPERTY FOR TRANSFER

WHEREAS, the City of Bloomington, Department of Public Works, Fleet Maintenance Division, was in possession of vehicles and equipment that have reached the end of their lifecycles; and

WHEREAS, the Fleet Maintenance Division sold the surplus property using an Internet auction site; and

WHEREAS, Indiana Code § 5-22-22-4.5 and Board of Public Works Resolution 2020-10, permits the City of Bloomington Board of Public Works to declare the property surplus for purposes of disposal and to sell the surplus property at an Internet auction site.

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

1. The City of Bloomington property described in Exhibit A is hereby declared surplus.

CO BACCED AND ADOPTED 41:

- 2. The sale of the City of Bloomington property described in Exhibit A is hereby authorized.
- 3. Pursuant to Indiana Code § 36-1-4-16, to the extent that municipal officers or employees have taken action related to the property described in Exhibit A in advance of the Board's authorization for said action, the Board hereby ratifies said prior actions.

SO PASSED AND ADOPTED thisBloomington Board of Public Works	day of	, 2023, by the City of
Kyla Cox-Deckard, President		
Elizabeth Karon, Vice President		
Jennifer Lloyd, Secretary		

## Attachment A Declaration of Surplus BPW 2.14.23

Asset #	Department	Model Year	Make/Model	VIN/Serial Number	Sale Price
505	CBU	2001	GMC Safari Van AWD	1GKEL19W01B500051	\$3,325.95
609	CBU	2014	Scag STT61V-25KBD mower	K1600019	\$3,990.00
770	CBU	2004	Chevy Blazer	1GNDT13Z64K155595	\$2,225.00
804	Parks	2007	COLORADO	1GCCS139878232638	\$4,300.00
	DPW - Fleet	1999	Champion Air Compressor-Gas		\$200.56
	DPW - Fleet		Ammco Brake Lathe		\$484.50



# City of Bloomington

# Disposal / Surplus / Trade In Form

				PAGE NO.	1	of 1			
DEPT: Public Works Fleet Division			_	DATE:	2/21	1/2023			
LOCATION: 800 E. Miller Dr.			_	PHONE:					
DEPT. HEAD / DIVISION DIRECTOR:	Adam Wa	ason		EMAIL:	largem@bloo	omington.in.gov			
<b>DESCRIPTION</b> (List Make, Model, and Year)	QTY	DECLARATION REASON (works, needs repair, not repairable,etc)	SERIAL /VIN NO.	COB ASSET #		N REQUESTED check one)	NAME OF VENDOR/PERSON OR COMPANY THE ITEM WAS SURPLUSED OR TRADED TO	ESTIMATED VALUE	SURPLUS DATE
					<b>V</b> Sell	□ Trade			
. 2001 GMC Safari Van AWD	1	End of Service Life	1GKEL19W01B500051	505	☐ Transfer	☐ Dispose	GovDeals.com	\$2,000.00	02/14/23
					<b>V</b> Sell	□ Trade	GovDeals.com		
2. 2004 Chevy Blazer	1	End of Service Life	1GNDT13Z64K155595	770	☐ Transfer	□ Dispose		\$1,500.00	02/14/23
					<b>▼</b> Sell	□ Trade			
3. 2007 Chevy Colorado	1	End of Service Life	1GCCS139878232638	804	☐ Transfer	□ Dispose	GovDeals.com	\$3,000.00	02/14/23
					▼ Sell	□ Trade			
2014 Scag STT61V-25KBD Mower	1	End of Service Life	K1600019	609	☐ Transfer	□ Dispose	GovDeals.com	\$2,500.00	02/14/23
					<b>▼</b> Sell	□ Trade			
5. 1999 Champion Air Compressor-Gas	1	End of Service Life			☐ Transfer	□ Dispose	GovDeals.com	\$100.00	02/14/23
					<b>⊽</b> Sell	□ Trade			
6. Ammco Brake Lathe	1	End of Service Life			☐ Transfer	□ Dispose	GovDeals.com	\$200.00	02/14/23
					□ Sell	☐ Trade			
7.					☐ Transfer	□ Dispose			
					□ Sell	□ Trade			
3.					☐ Transfer	□ Dispose			
					□ Sell	□ Trade			
).					☐ Transfer	□ Dispose			
					□ Sell	□ Trade			
0.					☐ Transfer	□ Dispose			
					□ Sell	Trade			
1.					☐ Transfer	□ Dispose			
					□ Sell	Trade			
2.					☐ Transfer	□ Dispose			
					□ Sell	☐ Trade			
3.					☐ Transfer	□ Dispose			
					□ Sell	☐ Trade			
4.					☐ Transfer	□ Dispose			
					□ Sell	☐ Trade			
5.						☐ Dispose		1	
					□ Sell	☐ Trade			
6					Transfer	□ Dispose			



# Board of Public Works Staff Report

Project/Event:	Disposal of Surplus Items by the City of Bloomington –

Information & Technology Services

Staff Representative: Rick Dietz

**Date:** Feburary 15, 2023

•

#### Report:

The Department of Information & Technology Services has a large stock of computer equipment and peripherals that are inoperable or recyclable.

The Department of Information & Technology Services staff believe that the expense of labor, equipment, and fuel required to organize and transport all of this equipment for a sale or transfer, exceeds the value of the equipment. These identified beginning July 2022 items are provided for the Exhibit to Resolution 2023-08: Recycle Lot 51 BPD.

#### **Recommendation and Supporting Justification:**

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

Alternatively, under Indiana Code § 5-22-22-7, the City of Bloomington Board of Public Works may determine these devises to be surplus property and may conduct a public or private sale or transfer the property without advertising if the devises may be recycled in conjunction with a recycling program. Additionally, under Indiana Code § 5-22-22-8, the City of Bloomington Board of Public Works may determine these devices to be worthless property which may be demolished or junked; the property is considered worthless if the value is less than the estimated cost of sale or transportation.

Recommend: 

Approval □ Denial by: Rick Dietz

#### BOARD OF PUBLIC WORKS RESOLUTION 2023-08

# TO DISPOSE OF SURPLUS PERSONAL PROPERTY OWNED BY THE CITY OF BLOOMINGTON

WHEREAS, the City of Bloomington Information & Technology Services Department ("ITS") purchases and provides equipment for City Departments including, but not limited to, computers, computer hard drives, keyboards, monitors, and other computer accessories, which are used by a significant portion of City employees in order to assist the employees in their work on behalf of the City; and

WHEREAS, all of this equipment has limited life cycles; and

WHEREAS, as this equipment becomes inoperable and/or outdated it is returned to ITS by City Departments, and ITS provides those Departments with new replacement equipment; and

WHEREAS, ITS has a large stock of returned equipment which ITS wishes to dispose of as surplus personal property; and

WHEREAS, this equipment is identified in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to Indiana Code § 5-22-22-6, the City of Bloomington Board of Public Works (hereinafter "Board of Public Works") may determine this equipment to be surplus property and may conduct a private sale or transfer the property without advertising, as there is more than one (1) item, and the value of this inoperable and/or outdated equipment is less than five thousand dollars (\$5,000); and

WHEREAS, ITS has assessed the value of this equipment contained in Exhibit A to be less than five thousand dollars (\$5,000); and

WHEREAS, pursuant to Indiana Code § 5-22-22-8, the Board of Public Works is also authorized to consider this equipment worthless, if the value of the equipment is less than the estimated cost of the sale and transportation of the equipment; and

WHEREAS, in considering the expense of labor, equipment and fuel required to organize and transport all of this equipment contained in Exhibit A for a sale or transfer, ITS believes that these costs exceed the value of the equipment; and

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

- 1. The equipment contained in Exhibit A is hereby declared to be surplus personal property.
- 2. The value of the equipment contained in the Exhibit is assessed to be less than five thousand dollars (\$5,000).
- 3. The costs of transporting this equipment and conducting a private sale exceed the value of the equipment.

4.	1 1	5-22-22-8, may be demolished, offered for recycling, donate	d
PASSED ANI of February, 2	· · ·	Bloomington Board of Public Works this day	
BOARD OF I	PUBLIC WORKS		
		Attest:	
Kyla Cox Decl	kard, President	Rick Dietz, Director	-
		Information & Technology Services	
Elizabeth Karo	on, Vice President		
Jennifer Lloyd	, Secretary		

## IT Department

### BPD Recycle - 2022 - A

Lot ID: 51 Date: 07/08/2022 Recycle

Recycle Items List

Asset ID	Asset No.	Serial No.	Name	Category	Division	Date	Recycle Location
4052	1503289C	CQYEN2000774	por1503289C	UPS	Dispatch	02/06/2023	BPD Recycle - 2022 A
7159	1806222p		1806222p	UPS		02/06/2023	BPD Recycle - 2022
4024	1525575G		POD1525575G	UPS	Detectives	02/06/2023	BPD Recycle - 2022 A
4026	140434		POD140434	UPS	Detectives	02/06/2023	BPD Recycle - 2022
7158	18046731		18046731	UPS		02/06/2023	BPD Recycle - 2022
5163	1704003G		pod1704003G	UPS	Detectives	02/06/2023	BPD Recycle - 2022
7155	13010a		13010a	Monitor		02/06/2023	BPD Recycle - 2022
4017	100154	884483643240	pop100154	LCD 2	Uniformed Officers	02/06/2023	BPD Recycle - 2022
7154	100382		100382	Monitor		02/06/2023	BPD Recycle - 2022
4050	100387		por100387	LCD 3	Dispatch	02/06/2023	BPD Recycle - 2022
3997	070436	CNRXJ88761	pop070436	NetworkPrinter	Uniformed Officers	02/06/2023	BPD Recycle - 2022
4462	070382		070382	NetworkPrinter		02/06/2023	BPD Recycle - 2022
4059	090169		por090169	NetworkPrinter	Dispatch	02/06/2023	BPD Recycle - 2022
1604	1804735	CNRXS14308	Fire 1 Rip and Run HP 4350	NetworkPrinter		02/06/2023	BPD Recycle - 2022
7160	1907251g		1907251g	UPS		02/06/2023	BPD Recycle - 2022
4016	1702755L		POD1702755L	UPS	Detectives	02/06/2023	BPD Recycle - 2022
4215	100001C		POA100001C	UPS	Police Administrator	02/06/2023	BPD Recycle - 2022
7167	675787		box_cables_misc			02/06/2023	BPD Recycle - 2022
7166	1232121		box_keyboards_multi			02/06/2023	BPD Recycle - 2022
4210	060108		poa060108	Monitor	Police Administrator	02/06/2023	BPD Recycle - 2022
7165	1906661c		1906661c	UPS		02/06/2023	BPD Recycle - 2022
7164	170295d		170295d	UPS		02/06/2023	BPD Recycle - 2022
7157	1907251k		1907251k	UPS		02/06/2023	BPD Recycle - 2022
61	130426	27L8BZ1	pop130426	Laptop	Uniformed Officers	02/06/2023	BPD Recycle - 2022
4018	110134		POD110134	UPS	Detectives	02/06/2023	BPD Recycle - 2022
7163	1806222c		1806222c	UPS		02/06/2023	BPD Recycle - 2022
7162	1702950p		1702950p	UPS		02/06/2023	BPD Recycle - 2022
3991	1600525A		POD1600525A	UPS	Detectives	02/06/2023	BPD Recycle - 2022
7161	13017		13017	Monitor		02/06/2023	BPD Recycle - 2022
4012	110157		POD110157	UPS	Detectives	02/06/2023	BPD Recycle - 2022
3998	070347	CNRXC91486	POD070347	NetworkPrinter	Detectives	02/06/2023	BPD Recycle - 2022
1903	1525008j	5T6CW52	pod1525008j	Desktop	Detectives	02/06/2023	BPD Recycle - 2022
7156	1702950j		1702950j	UPS		02/06/2023	BPD Recycle - 2022
2334	1601300A		Monroe-Cam-PC	Desktop	Monroe	02/06/2023	BPD Recycle - 2022
2087	1600481j	G3Z8FB2	poa1600481j	Desktop	Police Administrator	02/06/2023	BPD Recycle - 2022
4936	1703934d	4VWQ0M2	dis1703934d	Desktop	Police Dispatch	02/06/2023	BPD Recycle - 2022
7151	1703933e		1703933e	Desktop		02/06/2023	BPD Recycle - 2022
5967	1600481f	1	pop1600481f	Desktop	Uniformed Officers	02/06/2023	BPD Recycle - 2022

5553	1600481h	G3YCFB2	pop1600481h	Desktop	Uniformed Officers	02/06/2023	BPD Recycle - 2022 -
2208	1600481c	G3ZBFB2	poa1600481c	Desktop	Police Administrator	02/06/2023	BPD Recycle - 2022 -
2072	1600481a	G3ZDFB2	pop1600481a	Desktop	Uniformed Officers	02/06/2023	BPD Recycle - 2022 -
4905	1703933a	1T5R0M2	pod1703933a	Desktop	Detectives	02/06/2023	BPD Recycle - 2022 -
7152	1703070c		1703070c	Desktop		02/06/2023	BPD Recycle - 2022 -
2428	1601468f	3NC7RD2	por1601468f	Desktop	Dispatch	02/06/2023	BPD Recycle - 2022 -
4902	1703933c	1T6Q0M2	pop1703933c	Desktop	Uniformed Officers	02/06/2023	BPD Recycle - 2022 -
2440	1601468g	3NBBRD2	por1601468g	Desktop	Dispatch	02/03/2023	BPD Recycle - 2022 -
2430	1601468a	3NC5RD2	por1601468a	Desktop	Dispatch	02/03/2023	BPD Recycle - 2022 -
2383	1601468c	3NC6RD2	por1601468c	Desktop	Dispatch	02/03/2023	BPD Recycle - 2022 -
1117	1601468j	3NB6RD2	por1601468j	Desktop	Dispatch	02/03/2023	BPD Recycle - 2022 -
4935	1703934c	4VWP0M2	dis1703934c	Desktop	Police Dispatch	02/03/2023	BPD Recycle - 2022 -
2354	1601468e	3NB8RD2	por1601468e	Desktop	Dispatch	02/03/2023	BPD Recycle - 2022 -
2429	1601468d	3NBCRD2	por1601468d	Desktop	Dispatch	02/03/2023	BPD Recycle - 2022 -
7148	1703933d		1703933d	Desktop		02/03/2023	BPD Recycle - 2022 -
7149	1600481g		1600481g	Desktop		02/03/2023	BPD Recycle - 2022 -
1919	1525008k	5T6HW52	pod1525008k	Desktop	Detectives	02/03/2023	BPD Recycle - 2022 -
1935	1525008h	5T5JW52	poa1525008h	Desktop	Police Administrator	02/03/2023	BPD Recycle - 2022 -
7150	1525008L		1525008L	Desktop		02/03/2023	BPD Recycle - 2022 -
6919	110276		110276	Monitor		07/08/2022	BPD Recycle - 2022 -
6920	130017		130017	Monitor		07/08/2022	BPD Recycle - 2022 -
6921	130010a		130010a	Monitor		07/08/2022	BPD Recycle - 2022 -
3984	030671		POD030671	UPS	Detectives	07/08/2022	BPD Recycle - 2022 -
6923	1805533m		1805533m	UPS		07/08/2022	BPD Recycle - 2022 -
6922	1702950n		1702950n			07/08/2022	BPD Recycle - 2022 -



# Board of Public Works Staff Report

Project/Event:	Contract Service Agreemen

Petitioner/Representative: Street Department
Staff Representative: Joe Van Deventer
Meeting Date: February 28, 2023

Precision Concrete, Inc., is proposing a saw cut solution (not grinding) for the City of Bloomington, to remove sidewalk trip hazards on sidewalks located in various locations. Trip hazards will be eliminated leaving a maximum running slop (ramp) of 1:8 as permitted to meet ADA requirements. Precision Concrete Services will correct 1,400 trip hazards. This is a continuous project to repair trip hazards within the City.

☑ Precision Concrete Cutting \$ 100,000

## AGREEMENT BETWEEN CITY OF BLOOMINGTON PUBLIC WORKS DEPARTMENT AND PRECISION CONCRETE, LLC

	This Agreement,	entered into on	this22_	day of	Fel	oruary	_, 20_	_23	_,
by a	nd between the City	of Bloomington	Departmen	t of Public	Works (the	"Department"),	, and P	recisio	on
Cond	crete, LLC ("Contrac	tor").							

- Article 1. Scope of Services After receiving a Notice to Proceed, Contractor shall perform repair and maintenance services of the following types: remove trip hazards from uneven sidewalks and other concrete walkways within the City. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 20\_\_\_23\_, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Joe Van Deventer, Director of Street Operations, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.
- Article 2. <u>Standard of Care</u> Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The Department shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.
- Article 3. Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.
- Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Joe Van Deventer, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.
- **Article 5.** <u>Appropriation of Funds</u> Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.
- **Article 6.** Schedule Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

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

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

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

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

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

Article 12. <u>Insurance</u> During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall

stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

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

Article 20. <u>Compliance with Laws</u> In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such

governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

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

**Department:** City of Bloomington Public Works, Attn: Joe Van Deventer, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: Precision Concrete, LLC, 1896 Goldeneye Drive, Holland, MI 49424.

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

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

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

Article 25. <u>Living Wage Ordinance</u> Contractors that are considered "covered employers" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," are required to pay their covered employees at least a living wage. Currently, the living wage is \$15.29 per hour for covered employees, and up to 15% of that amount, or \$2.29, may be in the form the covered employer's contribution to health insurance available to the covered employee.

Contractor is determined to be a covered employer under the LWO. Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit C; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

Article 26. <u>Renewal</u> This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term

CITY OF BLOOMINGTON	Precision Concrete, LLC
Beth Cate, Corporation Counsel	Bonnie K Bonkowski, Chief Financial Officer
CITY OF BLOOMINGTON PUBLIC WORKS	
Adam Wason, Director	

Kyla Cox Deckard, President, Board of Public Works

# **EXHIBIT A**E-VERIFY AFFIDAVIT

STATI	TE OF INDIANA )	
COUN	)SS: NTY OF)	
	AFFID	AVIT
	The undersigned, being duly sworn, hereby a	ffirms and says that:
1.	The undersigned is the (job title)	_of
2.	The company named herein that employs the  i. has contracted with or seekin services; <b>OR</b>	undersigned: g to contract with the City of Bloomington to provide
3.	The undersigned hereby states that, to the best	act to provide services to the City of Bloomington. of his/her knowledge and belief, the company named athorized alien," as defined at 8 United States Code
4.	. , . ,	est of his/her belief, the company named herein is ogram.
Signati	ture	
Printed	od Name	
	TE OF INDIANA ) )SS:	
COUN	)SS: NTY OF)	
Before and acl	e me, a Notary Public in and for said County an eknowledged the execution of the foregoing this	ad State, personally appeared, 20
Notary	y Public Printed Name	Notary Public's Signature
Му Со	ommission Expires:	County of Residence:
Му Со	ommission #:	

# **EXHIBIT B**

STATE OF INDIANA	) 55.		
COUNTY OF	) SS: )		
		LUSION AFFIDAVIT	
member, representative, of entered into any combination	or agent of the firm, ion, collusion or agre any person from mak	g duly sworn on oath, says that he has not, nor has any ot company, corporation or partnership represented by he ement with any person relative to the price to be offered ing an offer nor to induce anyone to refrain from making ace to any other offer.	im, by
I affirm under the to the best of my knowled	penalties of perjury	ND AFFIRMATION that the foregoing facts and information are true and corr	ect
Dated this	day of	, 20	
	Precis	sion Concrete, LLC	
	By:		
STATE OF INDIANA  COUNTY OF  Before me, a Notary Publication acknowledged the execution of the state of		anty and State, personally appeared, 2023.	
Notary Public Printed Nan	ne	Notary Public's Signature	
My Commission Expires:		County of Residence:	
My Commission #:		_	

# **EXHIBIT C**

# AFFIDAVIT THE LIVING WAGE ORDINANCE

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the Click here to enter text. of Click l (job title) (company	
2. The company named herein that employs the undersigned with the City of Bloomington to provide services.	d has contracted with or is seeking to contract
3. The undersigned hereby states that, to the best of their kn is subject to Bloomington City Ordinance 2.28, otherwise k	
4. The projected employment needs under the award includ	e the following: Click here to enter text.
5. The projected net increase or decrease in jobs for cover awarding the assistance: Click here to enter text.	ed employees by job title that will result from
6. The undersigned hereby affirms that the smallest hourl employees shall be at least the living wage.	y wage to be earned by each of their covered
I affirm under the penalties of perjury that the foregoing fabest of my knowledge and belief.	cts and information are true and correct to the
Signature	
Printed name	
STATE OF INDIANA ) ) SS:	
) SS: COUNTY OF)	
Before me, a Notary Public in and for said County and Stat and acknowledged the execution c, 2022.	e, personally appeared day of
My Commission Expires:	otary Public
County of Residence:	
N	ame Printed

Commission Number



## City of Bloomington Human Rights Commission

TO:

**BPW** 

DATE:

February 22, 2023

RE BIDS FOR:

Sidewalk Repair

**DEADLINE:** 

NA

Dear Board Members:

I have reviewed the affirmative action plan for Precision Concrete Cutting, which is on file with the City Legal Department. I find the plan acceptable under the City of Bloomington Human Rights Ordinance and under the Contract Compliance Regulations. I will retain a copy of the plan in my files.

Sincerely,

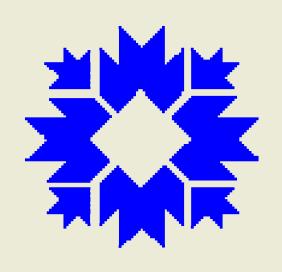
Audrey Brittingham

Assistant City Attorney

Cc: File

Bidder

# NOTICE TO ALL EMPLOYEES WORKING ON CITY-RELATED PROJECTS



# LIVING WAGE

Your employer may be required to pay you a living wage pursuant to the Bloomington Living Wage Ordinance. There are some exceptions.

If you believe you are not receiving the required pay, contact the Living Wage Ordinance Contract Compliance Officer at the City of Bloomington Legal Department, 812-349-3426 or at legal@bloomington.in.gov.

# **REGISTER OF PAYROLL CLAIMS**

**Board: Board of Public Works Claim Register** 

				Bank	
Date:	Type of Claim	FUND	Description	Transfer	Amount
2/24/2023	Payroll				498,697.05
					498,697.05
		ALLOWANC	E OF CLAIMS		
claim, and exc total amount c	cept for the claims not al	lowed as shown on	ister of claims, consisting the register, such claims	of <b>1</b> are hereby allowed in the	
Kyla Cox Decl	kard, President	Elizabeth Karor	n, Vice President	Jennifer Lloyd, Secretary	<u>,                                      </u>
	fy that each of the above ith IC 5-11-10-1.6.	listed voucher(s)	or bill(s) is (are) true and o	correct and I have audited sam	ne in
		Fiscal Officer_			



#### STAFF REPORT

Agenda Item: C-7 Date: 2-24-2023

Administrator Review\Approval

**TO**: Board of Park Commissioners, Board of Public Works

**FROM:** Haskell Smith, Urban Forester

DATE: February 28, 2023

SUBJECT: MEMORANDUM OF UNDERSTANDING WITH DUKE ENERGY FOR THE

**DUKE RELIABILITY PROJECT PHASE 2** 

#### Recommendation

Staff recommends approval of a MOU with Duke Energy Incorporated for the upcoming phase of the "Duke Reliability Project" that will connect the transmission lines between the substation on 14<sup>th</sup> and Dunn to the substation at 11<sup>th</sup> and Fairview.

#### **Background**

The City previously worked with Duke Energy to negotiate two prior phases of the Duke Reliability Project to improve electric service reliability in Bloomington. Phase 1 was completed in 2019 and Phase 3 is currently underway. More information, including the route map for the new transmission lines, can be found on Duke's website: <a href="https://www.duke-energy.com/our-company/about-us/electric-transmission-projects/bloomington-rogers-street">https://www.duke-energy.com/our-company/about-us/electric-transmission-projects/bloomington-rogers-street</a>. The installation of transmission lines for Phase II will result in the loss of approximately 16 city-owned "street trees." Duke Energy has agreed to compensate the City \$6,443.20 for the loss of these trees; this money will be used for street trees in Bloomington with a priority focus on replanting as many as possible along this corridor after the conclusion of the project. This fee was negotiated based on the Urban Forester's assessed value of the trees to be lost based on species, tree health, and the size of the tree's diameter at breast height ("dbh").

The project will also necessitate work in the right-of-way and on trails, and this MOU additionally outlines steps Duke Energy will take to coordinate with the City, including the Board of Park Commissioners and Board of Public Works, for closures and other impacts.

RESPECTFULLY SUBMITTED,

Haskell Smith, Urban Forester

2023-January

## MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF BLOOMINGTON AND DUKE ENERGY INDIANA, LLC FOR RESPONSIBILITIES REGARDING THE "2023 DUKE RELIABILITY PROJECT PHASE 2"

**THIS MEMORANDUM OF UNDERSTANDING** is entered into by and between the City of Bloomington, acting through its Board of Park Commissioners and Board of Public Works ("City") and Duke Energy Indiana, LLC ("DEI").

**WHEREAS,** DEI is engaging in a capital project to connect transmission lines between the intersections of 17<sup>th</sup> & Jackson Streets and N. Dunn and 14<sup>th</sup> Streets (the "Project"); and

**WHEREAS**, the completion of the Project will necessitate location of electric facilities in public rights-of-way ("ROW") along roads and adjacent to trails; and

WHEREAS, as part of the use of the public ROW, DEI will comply with the City's permitting process for work within the public ROW, including Maintenance of Traffic plans for land, road, and trail closures. Road closures and restrictions will be approved through the City's Engineering Department, and trail closures and restrictions will be approved through the Parks and Recreation Department; and

**WHEREAS**, the City will not unduly or unreasonably interfere with the permitting process as described above; and

**WHEREAS**, the use of the public ROW will result in the removal of existing trees in the public ROWs which may result in public comments/complaints to DEI or the City; and

**WHEREAS**, each of the Parties agrees to undertake certain aspects of the work related to the use of the public ROW as set forth below;

**NOW, THEREFORE,** in consideration of the foregoing and other valuable consideration set forth below, which the Parties acknowledge as sufficient, the Parties agree as follows:

- 1. DEI OBLIGATIONS: DEI shall, as part of its work on the Project in the public ROW:
  - a. Issue a press release, prepared in conjunction with the City, that the City has approved the Project's use of public ROW, the Project itself, including its purpose, scope and impact on the public ROW, and that the Project will necessitate the removal of specified City-owned trees in the public ROW:
  - b. Safely remove all City-owned trees (as identified by the City as City-owned) that in the reasonable exercise of DEI's judgment must be removed to complete the Project;
  - c. Remove vegetation debris caused by the tree removal work described in subparagraph 1(a);

- d. Grind stumps of any City-owned trees that are removed in accordance with subparagraph 1(a);
- e. Respond to any comments or complaints by the public to DEI about the use of the public ROW for the Project, which responses shall not denigrate or negatively portray the Project, the use of the public ROW, or the City; and
- f. Make a one-time payment of six thousand four hundred forty three dollars and twenty cents (\$6,443.20) to the City within thirty (30) business days of the commencement of the Project construction to assist the City in replanting approved vegetation at the conclusion of the Project, in place of trees removed in accordance with subparagraph 1(a).

#### 2. <u>CITY OBLIGATIONS</u>: The City shall:

- a. Purchase and replant vegetation in the public ROW corridors after the completion of all activities by DEI and its subcontractors, provided that any vegetation the City chooses must meet NESC regulations and DEI vegetation guidelines, with the exception that DEI will permit the City to choose and plant trees pursuant to this Section 2a with a maximum maturity height of twenty feet (20') even though this height varies from the DEI vegetation guidelines;
- b. Remain solely responsible for the care and maintenance of any vegetation planted by it in the public ROW pursuant to this Agreement. However, DEI, in its sole discretion, may maintain, trim or remove such vegetation in the public ROW in accordance with utility vegetation management guidelines; and
- c. Respond to any comments or complaints by the public to the City about the use of the public ROW for the Project, which responses shall not denigrate or negatively portray the Project, the use of the public ROW, or DEI.
- 3. This Memorandum of Understanding may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 4. This Memorandum of Understanding will remain valid and in effect for a period of one year from the date of Project commencement of construction.

**IN WITNESS WHEREOF,** the parties hereto have executed this Memorandum of Understanding which shall become effective as of the date last entered below.

CITY OF BLOOMINGTON	DUKE ENERGY INDIANA, LL			
Kathleen Mills, President Board of Park Commissioners	Dawn M. Brunk, Project Manager, I			
Date	Date			
Paula McDevitt, Director City of Bloomington Parks and Recreation				
Date				
Kyla Cox Deckard, President Board of Public Works				
Date				
Beth Cate, Corporation Counsel				
Date				



# **Board of Public Works**

# **Staff Report**

**Project/Event:** Change Order #9 for the 7<sup>th</sup> Street Protected Bike Lane Project.

Petitioner/Representative: Engineering Department

**Staff Representative:** Roy Aten, Senior Project Manager

**Date:** 02/28/2022

#### Report:

This project was awarded on May 11<sup>th</sup>, 2021 to Milestone Contractors in the amount of \$2,572,455.00. The project constructed a protected bike lane along 7th Street from the B-Line Trail to Woodlawn Avenue. There have been a total of eight change orders approved for a final authorized amount of \$2,662,250.65. This final change order will balance the final quantities for the project and will result in a deduct of \$192,095.69, for a final contract amount of \$2,470,154.96. This project is funded through the Bicentennial Bond 2018 Series A and B.

Print

# City of Bloomington Contract and Purchase Justification Form

Vendor: Milestone Contractors, LP Contract Amount: \$2,662,250.65

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.

		P	URCHASE INFORMATI	ON		
1.	Check the box beside the procure applicable)	ment meth	nod used to initiate this	procu	rement: (Attach a quote o	bid tabulation if
	Request for Quote (RFQ)		Request for Proposal (RFP)		Sole Source	Not Applicable
	Invitation to Bid (ITB)		Request for Qualifications (RFQu)		Emergency Purchase	(NA)
2.	List the results of procurement p	rocess. Giv	ve further explanation v	where	e requested.	Yes No
	# of Submittals: 1	Yes No	。 <b>一</b>		the lowest cost selected? (If no, se state below why it was not.)	$\checkmark$
	Met city requirements?  Met item or need requirements?		_ ]		ntract awarded May 11th, 20 ard of Public Works	21 through the
	Was an evaluation team used?					
	Was scoring grid used?					
	Were vendor presentations requested?	· 📙 🛂				
3.	State why this vendor was selected	ed to receiv	e the award and contra	ct:		
	Contract BC-2021-47-CN was a is being presented in compliance					
	Change Order #9 -\$192,	,455.00 795.65 ,095.69 .154.96				
	Roy Aten		Senior Project Mana	ager	Engi	neering
	Print/Type Name		Print/Type Title		Depa	rtment



# City of Bloomington, Indiana

# Change Order Details

7th Street Protected Bike Lane Improvements

Description

Contract: BC-2021-47-CN

Installation of a protected bike lane along 7th Street from the B-Line Trail to Woodlawn Avenue.

**Prime Contractor** 

Milestone Contractors, L.P

3301 S. 460 E.

Laffayette, IN

Change Order

9

Status

Pending

**Date Created** 

12/12/2022

Summary

Balancing Change Order for Final Payment

**Change Order Description** 

Balancing Change Order for Final Payment

**Awarded Project Amount** 

\$2,572,455.00

**Authorized Project Amount** 

\$2,662,250.65

**Change Order Amount** 

-\$192,095.69

**Revised Project Amount** 

\$2,470,154.96

## Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Descr	ription								
0002	109-08359	DOL	\$1.000	1.000	\$1.00	-1.000	-\$1.00	0.000	\$0.00
LIQUIDATED D.	AMAGES								
Reason: Balancin	g Change Order								
					F	unding Details			
			Protected Bike Lane	1.000	\$1.00	-1.000	-\$1.00	0.000	\$0.00
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

1,710.000

PAVEMENT REMOVAL

0006

Reason: Balancing Change Order

202-02240

SYS

\$30.000

			Funding Details						
			Protected Bike Lane	1,710.000	\$51,300.00	567.740	\$17,032.20	2,277.740	\$68,332.20
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0007	202-02637	LFT	\$25.000	155.000	\$3,875.00	-155.000	-\$3,875.00	0.000	\$0.00

\$51,300.00

567.740

\$17,032.20

2,277.740

PIPE ABANDON AND GROUT FILL

Reason: Balancing Change Order

Change Order Details:

\$68,332.20

Line Number	Item ID	Unit	Unit Price	Curre	ent	Chan	ge	Revis	ed
				Quantity	Amount	Quantity	Amount	Quantity	Amount
					I	Funding Details			
			Protected Bike Lane	155.000	\$3,875.00	-155.000	-\$3,875.00	0.000	\$0.00
(9			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0008	203-02000	CYS	\$53.100	2,080.000	\$110,448.00	-27.710	-\$1,471.40	2,052.290	\$108,976.60
EXCAVATION, O	COMMON								
Reason: Balancing	g Change Order								
					I	Funding Details			
			Protected Bike Lane	1,763.000	\$93,615.30	-0.710	-\$37.70	1,762.290	\$93,577.60
			Rain Gardens	317.000	\$16,832.70	-27.000	-\$1,433.70	290.000	\$15,399.00
0009	205-12108	DOL	\$1.000	7,000.000	\$7,000.00	-2,813.000	-\$2,813.00	4,187.000	\$4,187.00
STORM WATER	MANAGEMENT	BUDGET							
Reason: Balancing	g Change Order								
					I	Funding Details			
			Protected Bike Lane	7,000.000	\$7,000.00	-2,813.000	-\$2,813.00	4,187.000	\$4,187.00
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
010	207-08264	SYS	\$30.000	1,120.000	\$33,600.00	-385.500	-\$11,565.00	734.500	\$22,035.00
SUBGRADE TRE	ATMENT, TYPE	EII							

Line Number	Item ID	Unit	Unit Price	Curre	ent	Chan	ige	Revis	ed
				Quantity	Amount	Quantity	Amount	Quantity	Amount
					F	unding Details			
			Protected Bike Lane	1,120.000	\$33,600.00	-385.500	-\$11,565.00	734.500	\$22,035.00
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
011	207-09935	SYS	\$57.000	1,049.000	\$59,793.00	220.330	\$12,558.81	1,269.330	\$72,351.81
SUBGRADE T	REATMENT, TYPE	E IC							
Reason: Balan	cing Change Order								
				Visionia substancia material proposata in	MICHELLA PROGRAMA CON PROGRAMA		All the state of t		
					F	unding Details			
			Protected Bike Lane	1,049.000	\$59,793.00	220.330	\$12,558.81	1,269.330	\$72,351.81
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
012	211-09265	CYS	\$61.000	68.000	\$4,148.00	-0.380	-\$23.18	67.620	\$4,124.82
STRUCTURE	BACKFILL, TYPE 2	2							
Reason: Balan	cing Change Order								
						(S			
					F	unding Details			
			Protected Bike Lane	68.000	\$4,148.00	-0.380	-\$23.18	67.620	\$4,124.82
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
013	301-12234	CYS	\$110.000	326.000	\$35,860.00	-266.010	-\$29,261.10	59.990	\$6,598.90
COMPACTED	AGGREGATE NO	53							
	cing Change Order								

Line Number	Item ID	Unit	Unit Price	Curre	ent	Char	ige	Revis	ed
				Quantity	Amount	Quantity	Amount	Quantity	Amount
						Funding Details			
			Protected Bike Lane	326.000	\$35,860.00	-266.010	-\$29,261.10	59.990	\$6,598.90
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
014	302-07455	CYS	\$315.000	22.000	\$6,930.00	-1.550	-\$488.25	20.450	\$6,441.75
DENSE GRADEI	D SUBBASE								
Reason: Balancin	ng Change Order								
						Funding Details			
2			Protected Bike Lane	22.000	\$6,930.00	-1.550	-\$488.25	20.450	\$6,441.75
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
015	304-07491	TON	\$169.000	390.000	\$65,910.00	-390.000	-\$65,910.00	0.000	\$0.00
HMA PATCHING	G, TYPE C								
Reason: Balancin	ng Change Order								
						Funding Details			
			Protected Bike Lane	390.000	\$65,910.00	-390.000	-\$65,910.00	0.000	\$0.00
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
016	306-08034	SYS	\$2.500	14,450.000	\$36,125.00	-332.500	-\$831.25	14,117.500	\$35,293.75
MILLING, ASPH	IALT, 1 1/2 IN.								
Reason: Balancin	ng Change Order								
	<i>C</i>								

Line Number	Item ID	Unit	Unit Price	Currei	nt	Chan	ge	Revise	d
				Quantity	Amount	Quantity	Amount	Quantity	Amount
					]	Funding Details			
			Protected Bike Lane	14,450.000	\$36,125.00	-332.500	-\$831.25	14,117.500	\$35,293.75
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
017	401-10258	LFT	\$0.520	6,370.000	\$3,312.40	-6,370.000	-\$3,312.40	0.000	\$0.00
JOINT ADHESIVE	, SURFACE								
Reason: Balancing	Change Order								
				Called Artist Land Control of the					
					l	Funding Details			
			Protected Bike Lane	6,370.000	\$3,312.40	-6,370.000	-\$3,312.40	0.000	\$0.00
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
018	401-10259	LFT	\$9.540	105.000	\$1,001.70	-105.000	-\$1,001.70	0.000	\$0.00
JOINT ADHESIVE	, INTERMEDIA	ATE							
Reason: Balancing	Change Order								
					l	Funding Details			
			Protected Bike Lane	105.000	\$1,001.70	-105.000	-\$1,001.70	0.000	\$0.00
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
019	401-11785	LFT	\$0.350	6,370.000	\$2,229.50	-6,370.000	-\$2,229.50	0.000	\$0.00
LIQUID ASPHALT	SEALANT								
Reason: Balancing	Change Order								

Line Number	Item ID	Unit	Unit Price	Curr	ent	Chan	ge	Revis	ed
				Quantity	Amount	Quantity	Amount	Quantity	Amount
					I	Funding Details			
			Protected Bike Lane	6,370.000	\$2,229.50	-6,370.000	-\$2,229.50	0.000	\$0.00
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
020	402-07434	TON	\$133.150	1,425.000	\$189,738.75	378.680	\$50,421.24	1,803.680	\$240,159.99
HMA SURFACE	E, TYPE C								
Reason: Balanci	ng Change Order								
		ta .						An Wales and the Control of the Control	
					I	<b>Funding Details</b>			
			Protected Bike Lane	1,425.000	\$189,738.75	378.680	\$50,421.24	1,803.680	\$240,159.99
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
022	402-07442	TON	\$173.500	340.000	\$58,990.00	-190.790	-\$33,102.07	149.210	\$25,887.93
HMA BASE, TY	PE C								
Reason: Balanci	ng Change Order								
¥							2		
					1	Funding Details			
			Protected Bike Lane	340.000	\$58,990.00	-190.790	-\$33,102.07	149.210	\$25,887.93
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
023	406-05521	SYS	\$0.170	17,745.000	\$3,016.65	-7,421.200	-\$1,261.60	10,323.800	\$1,755.05
ASPHALT FOR	TACK COAT								
Danson: Rolanci	ng Change Order								

Line Number	Item ID	Unit	Unit Price	Curre	ent	Chan	ge	Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
					F	unding Details			
			Protected Bike Lane	17,745.000	\$3,016.65	-7,421.200	-\$1,261.60	10,323.800	\$1,755.05
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
024	502-09531	SYS	\$195.850	141.000	\$27,614.85	110.560	\$21,653.18	251.560	\$49,268.03
PCCP, PEDESTR	IAN CROSSINGS								
Reason: Balancin	g Change Order								
					F	unding Details			
			Protected Bike Lane	141.000	\$27,614.85	110.560	\$21,653.18	251.560	\$49,268.03
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
025	506-06333	SYS	\$71.000	940.000	\$66,740.00	129.150	\$9,169.65	1,069.150	\$75,909.65
PCCP PATCHING	G, FULL DEPTH								
Reason: Balancin	g Change Order							- :	
					F	unding Details			
			Protected Bike Lane	940.000	\$66,740.00	129.150	\$9,169.65	1,069.150	\$75,909.65
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
026	604-06070	SYS	\$148.500	375.000	\$55,687.50	75.580	\$11,223.63	450.580	\$66,911.13
SIDEWALK CON	NCRETE, 4 IN								
Reason: Balancin	o Change Order								

Line Number	Item ID	Unit	Unit Price	Curre	ent	Chan	ge	Revis	ed
				Quantity	Amount	Quantity	Amount	Quantity	Amount
-					F	unding Details			
			Protected Bike Lane	375.000	\$55,687.50	75.580	\$11,223.63	450.580	\$66,911.13
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
028	604-12083	SYS	\$321.000	135.000	\$43,335.00	-18.670	-\$5,993.07	116.330	\$37,341.93
DETECTABLE V	VARNING SURF.	ACES							
Reason: Balancir	ig Change Order								
					F	unding Details			
			Protected Bike Lane	135.000	\$43,335.00	-18.670	-\$5,993.07	116.330	\$37,341.93
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
030	604-07824	SYS	\$155.000	608.500	\$94,317.50	-55.030	-\$8,529.65	553.470	\$85,787.85
STAMPED CON	CRETE, 6 IN								
Reason: Balancir	ng Change Order								
					F	unding Details			
			Protected Bike Lane	608.500	\$94,317.50	-55.030	-\$8,529.65	553.470	\$85,787.85
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
031	604-07825	SYS	\$167.000	310.000	\$51,770.00	-30.010	-\$5,011.67	279.990	\$46,758.33
STAMPED CON	CRETE, 10 IN								
Reason: Balancir	ng Change Order								

Line Number	Item ID	Unit	Unit Price	Curr	ent	Chan	ge	Revis	ed
				Quantity	Amount	Quantity	Amount	Quantity	Amount
					F	Funding Details			
			Protected Bike Lane	310.000	\$51,770.00	-30.010	-\$5,011.67	279.990	\$46,758.33
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
032	605-06120	LFT	\$39.250	6,725.000	\$263,956.25	-1,062.050	-\$41,685.46	5,662.950	\$222,270.79
CURB, CONCR	ETE (VERTICAL)								
Reason: Balanci	ng Change Order								
					I	Funding Details			
			Protected Bike Lane	6,725.000	\$263,956.25	-1,062.050	-\$41,685.46	5,662.950	\$222,270.79
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
33	605-06235	LFT	\$100.750	987.000	\$99,440.25	3.000	\$302.25	990.000	\$99,742.50
CENTER CURB	, D CONCRETE M	ODIFIED							
Reason: Balanci	ng Change Order								
			· ·						
					I	Funding Details			
			Protected Bike Lane	987.000	\$99,440.25	3.000	\$302.25	990.000	\$99,742.50
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
)35	605-90726	LFT	\$40.000	1,090.000	\$43,600.00	199.030	\$7,961.20	1,289.030	\$51,561.20
CURB, CONCR	ETE B (DEPRESSE	ED)							*
Reason: Balanci									

Line Number	Item ID	Unit	Unit Price	Curre	ent	Chang	ge	Revise	ed
				Quantity	Amount	Quantity	Amount	Quantity	Amount
					F	unding Details			
			Protected Bike Lane	1,090.000	\$43,600.00	199.030	\$7,961.20	1,289.030	\$51,561.20
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
036	610-08446	SYS	\$186.750	140.000	\$26,145.00	-0.370	-\$69.10	139.630	\$26,075.90
PCCP FOR APPRO	ACHES, 6 IN.								
Reason: Balancing	Change Order								
					F	unding Details			
			Protected Bike Lane	140.000	\$26,145.00	-0.370	-\$69.10	139.630	\$26,075.90
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
039	616-11736	TON	\$80.500	42.000	\$3,381.00	77.400	\$6,230.70	119.400	\$9,611.70
DECORATIVE STO	ONE								
Reason: Balancing	Change Order								
					F	unding Details			
			Protected Bike Lane	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Rain Gardens	42.000	\$3,381.00	77.400	\$6,230.70	119.400	\$9,611.70
040	301-12233	TON	\$49.590	57.000	\$2,826.63	-17.360	-\$860.88	39.640	\$1,965.75
COMPACTED AGO	GREGATE NO 8								
Reason: Balancing	Change Order								

Line Number	Item ID	Unit	Unit Price	Curre	nt	Chang	ge	Revise	ed
				Quantity	Amount	Quantity	Amount	Quantity	Amount
	-				F	unding Details			
			Protected Bike Lane	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Rain Gardens	57.000	\$2,826.63	-17.360	-\$860.88	39.640	\$1,965.75
041 SAND (ASTM C3	401-93813 3)	TON	\$206.500	30.000	\$6,195.00	11.110	\$2,294.22	41.110	\$8,489.22
Reason: Balancing	g Change Order								
					F	unding Details			
			Protected Bike Lane	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Rain Gardens	30.000	\$6,195.00	11.110	\$2,294.22	41.110	\$8,489.22
042 BIOSOIL	621-09908	CYS	\$212.000	133.000	\$28,196.00	-3.000	-\$636.00	130.000	\$27,560.00
Reason: Balancing	g Change Order								
					F	unding Details			
			Protected Bike Lane	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Rain Gardens	133.000	\$28,196.00	-3.000	-\$636.00	130.000	\$27,560.00
043 PLANTING SOIL	621-06570 MIX	CYS	\$116.000	23.000	\$2,668.00	10.000	\$1,160.00	33.000	\$3,828.00
Reason: Balancing	g Change Order								

Line Number	Item ID	Unit	Unit Price	Currer	nt	Chang	ge	Revise	ed
		Quantity Amou	Amount	Quantity	Amount	Quantity	Amount		
					F	unding Details			
			Protected Bike Lane	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Rain Gardens	23.000	\$2,668.00	10.000	\$1,160.00	33.000	\$3,828.00
045	621-06575	SYS	\$41.500	168.000	\$6,972.00	80.600	\$3,344.90	248.600	\$10,316.90
CODDNIC NUM	CEDIA								

SODDING, NURSERY

048

Reason: Balancing Change Order

				Fui	nding Details			
		Protected Bike Lane	168.000	\$6,972.00	80.600	\$3,344.90	248.600	\$10,316.90
		Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
622-05650	EACH	\$605.000	34.000	\$20,570.00	1.000	\$605.00	35.000	\$21,175.00

PLANT, DECIDUOUS TREE, SINGLE STEM, OVER 2 IN. TO 2.5 IN.

Reason: Balancing Change Order

				Funding Details								
			Protected Bike Lane	34.000	\$20,570.00	1.000	\$605.00	35.000	\$21,175.00			
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00			
051	715-05149	LFT	\$59.500	360.000	\$21,420.00	-104.000	-\$6,188.00	256.000	\$15,232.00			

PIPE, TYPE 2, CIRCULAR, 12 IN.

Reason: Balancing Change Order

Line Number	Item ID	Unit	Unit Price	Current		Chan	ge	Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
					F	unding Details			
			Protected Bike Lane	360.000	\$21,420.00	-104.000	-\$6,188.00	256.000	\$15,232.00
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
)53	720-44000	EACH	\$522.000	6.000	\$3,132.00	7.000	\$3,654.00	13.000	\$6,786.00
CASTING, ADJU	ST TO GRADE								
Reason: Balancing	Change Order								
					F	unding Details			
			Protected Bike Lane	6.000	\$3,132.00	7.000	\$3,654.00	13.000	\$6,786.00
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0054	720-45042	EACH	\$3,005.000	3.000	\$9,015.00	-2.000	-\$6,010.00	1.000	\$3,005.00
NLET, HA5									
Reason: Balancing	g Change Order								
			STATE OF PERSONS ASSESSED FOR SOME						
					F	unding Details			
			Protected Bike Lane	3.000	\$9,015.00	-2.000	-\$6,010.00	1.000	\$3,005.00
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
)54	720-45270	EACH	\$2,905.000	9.000	\$26,145.00	-5.000	-\$14,525.00	4.000	\$11,620.00
PIPE CATCH BAS	SIN, 18 IN.								
Reason: Balancing	Change Order								

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised				
				Quantity	Amount	Quantity	Amount	Quantity	Amount			
				Funding Details								
			Protected Bike Lane	5.000	\$14,525.00	-5.000	-\$14,525.00	0.000	\$0.00			
			Rain Gardens	4.000	\$11,620.00	0.000	\$0.00	4.000	\$11,620.00			
055	720-45410	EACH	\$3,055.000	4.000	\$12,220.00	-3.000	-\$9,165.00	1.000	\$3,055.00			
MANHOLE, C4												

Reason: Balancing Change Order

		Funding Details										
	.1	Protected Bike Lane	4.000	\$12,220.00	-3.000	-\$9,165.00	1.000	\$3,055.00				
		Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00				
720-97008	EACH	\$5,150.000	2.000	\$10,300.00	-2.000	-\$10,300.00	0.000	\$0.00				

FIRE HYDRANT ASSEMBLY RELOCATE

Reason: Balancing Change Order

			Funding Details						
		Protected Bike Lane	2.000	\$10,300.00	-2.000	-\$10,300.00	0.000	\$0.00	
		Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	
720-98174	EACH	\$2,955.000	8.000	\$23,640.00	-2.000	-\$5,910.00	6.000	\$17,730.00	

INLET, B15

058

057

Reason: Balancing Change Order

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised		
				Quantity	Amount	Quantity	Amount	Quantity	Amount	
	Funding Details									
			Protected Bike Lane	8.000	\$23,640.00	-2.000	-\$5,910.00	6.000	\$17,730.00	
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	
059	720-98555	EACH	\$3,133.000	6.000	\$18,798.00	-4.000	-\$12,532.00	2.000	\$6,266.00	
INI FT C15										

INLET, C15

060

062

Reason: Balancing Change Order

		Funding Details										
		Protected Bike Lane	6.000	\$18,798.00	-4.000	-\$12,532.00	2.000	\$6,266.00				
		Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00				
801-01093	EACH	\$775.000	2.000	\$1,550.00	-2.000	-\$1,550.00	0.000	\$0.00				

TEMPORARY WORKSITE SPEED LIMIT SIGN ASSEMBLY

Reason: Balancing Change Order

	Funding Details										
Protected Bike Lane	2.000	\$1,550.00	-2.000	-\$1,550.00	0.000	\$0.00					
Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00					
\$370.000	15.000	\$5,550.00	-7.000	-\$2,590.00	8.000	\$2,960.00					

ROAD CLOSURE SIGN ASSEMBLY

801-04308

**EACH** 

Reason: Balancing Change Order

Change Order Details:

Line Number	Item ID	Unit	Unit Price	Currei	nt	Chan	ge	Revise	ed
				Quantity	Amount	Quantity	Amount	Quantity	Amount
					F	unding Details			
			Protected Bike Lane	15.000	\$5,550.00	-7.000	-\$2,590.00	8.000	\$2,960.00
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
063	801-06625	EACH	\$145.000	36.000	\$5,220.00	-18.000	-\$2,610.00	18.000	\$2,610.00
DETOUR ROUTI	E MARKER ASSE	EMBLY							
Reason: Balancin	g Change Order								
					F	unding Details			
			Protected Bike Lane	36.000	\$5,220.00	-18.000	-\$2,610.00	18.000	\$2,610.00
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
065	801-06645	EACH	\$105.000	25.000	\$2,625.00	-20.000	-\$2,100.00	5.000	\$525.00
CONSTRUCTION	N SIGN, B								
Reason: Balancin	g Change Order							•	
					F	unding Details			
			Protected Bike Lane	25.000	\$2,625.00	-20.000	-\$2,100.00	5.000	\$525.00
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
067	801-07118	LFT	\$15.000	324.000	\$4,860.00	28.000	\$420.00	352.000	\$5,280.00
BARRICADE, III	-A		*						
<b>n</b> n	g Change Order								

Line Number	Item ID	Unit	Unit Unit Price	Current		Chang	Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount	
					F	unding Details				
			Protected Bike Lane	324.000	\$4,860.00	28.000	\$420.00	352.000	\$5,280.00	
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	
068	802-05701	LFT	\$20.000	208.000	\$4,160.00	151.500	\$3,030.00	359.500	\$7,190.00	
SIGN POST, SQU	JARE TYPE 1 RE	EINFORCE	D ANCHOR BASE							

Reason: Balancing Change Order

		Fu	nding Details			
Protected Bike Lane	208.000	\$4,160.00	151.500	\$3,030.00	359.500	\$7,190.00
Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
\$31.000	109.000	\$3,379.00	36.500	\$1,131.50	145.500	\$4,510.50

SIGN, SHEET, WITH LEGEND, 0.080 IN.  $\,$ 

802-09838

SFT

LFT

Reason: Balancing Change Order

069

079

		Fu	nding Details			
Protected Bike Lane	109.000	\$3,379.00	36.500	\$1,131.50	145.500	\$4,510.50
Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
\$2.500	500.000	\$1,250.00	25.000	\$62.50	525.000	\$1,312.50

SIGNAL CABLE, CONTROL, COPPER, 5C/14 GA

805-78485

Item ID	Unit	Unit Price	Current		Change		Revised	
			Quantity	Amount	Quantity	Amount	Quantity	Amount
				F	unding Details			
		Protected Bike Lane	500.000	\$1,250.00	25.000	\$62.50	525.000	\$1,312.50
		Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
805-78490	LFT	\$2.600	800.000	\$2,080.00	-204.000	-\$530.40	596.000	\$1,549.60
			Protected Bike Lane Rain Gardens	Protected Bike Lane 500.000  Rain Gardens 0.000	Quantity         Amount           F         Protected Bike Lane         500.000         \$1,250.00           Rain Gardens         0.000         \$0.00	QuantityAmountQuantityFunding DetailsProtected Bike Lane500.000\$1,250.0025.000Rain Gardens0.000\$0.000.000	Quantity         Amount         Quantity         Amount           Funding Details           Protected Bike Lane         500.000         \$1,250.00         25.000         \$62.50           Rain Gardens         0.000         \$0.00         0.000         \$0.00	Quantity         Amount         Quantity         Amount         Quantity           Funding Details           Protected Bike Lane         500.000         \$1,250.00         25.000         \$62.50         525.000           Rain Gardens         0.000         \$0.00         0.000         \$0.00         0.000

SIGNAL CABLE, CONTROL, COPPER, 7C/14 GA

Reason: Balancing Change Order

				Fu	nding Details			
		Protected Bike Lane	800.000	\$2,080.00	-204.000	-\$530.40	596.000	\$1,549.60
		Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
805-78795	LFT	\$36.000	20.000	\$720.00	-0.300	-\$10.80	19.700	\$709.20

SAW CUT FOR ROADWAY LOOP DETECTOR AND SEALANT

Reason: Balancing Change Order

082

					Fu	nding Details			
			Protected Bike Lane	20.000	\$720.00	-0.300	-\$10.80	19.700	\$709.20
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
083	808-02977	EACH	\$146.000	31.000	\$4,526.00	2.000	\$292.00	33.000	\$4,818.00

PAVEMENT MESSAGE MARKING, THERMOPLASTIC, BIKE SYMBOL

Reason: Balancing Change Order

Change Order Details:

7th Street Protected Bike Lane Improvements

		Quantity	Amount	Oventity			
The Part of the Control of the Contr	the same with the same of the same of the same same same same same same same sam	Quantity Amount		Quantity	Amount	Quantity	Amount
			F	unding Details			
	Protected Bike Lane	31.000	\$4,526.00	2.000	\$292.00	33.000	\$4,818.00
	Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
39 LFT	\$5.950	1,805.000	\$10,739.75	-336.000	-\$1,999.20	1,469.000	\$8,740.55
39		Rain Gardens  LFT \$5.950	Rain Gardens 0.000  LFT \$5.950 1,805.000	Rain Gardens 0.000 \$0.00  LFT \$5.950 1,805.000 \$10,739.75	Rain Gardens 0.000 \$0.00 0.000	Rain Gardens         0.000         \$0.00         0.000         \$0.00           LFT         \$5.950         1,805.000         \$10,739.75         -336.000         -\$1,999.20	Rain Gardens 0.000 \$0.00 0.000 \$0.00 0.000  LFT \$5.950 1,805.000 \$10,739.75 -336.000 -\$1,999.20 1,469.000

TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.

LFT

Reason: Balancing Change Order

		Fu	inding Details			
Protected Bike Lane	1,805.000	\$10,739.75	-336.000	-\$1,999.20	1,469.000	\$8,740.55
Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
\$3.000	70.000	\$210.00	-34.000	-\$102.00	36.000	\$108.00

LINE, THERMOPLASTIC, BROKEN, WHITE, 4 IN.

808-06701

Reason: Balancing Change Order

088

089

				Fı	unding Details			
		Protected Bike Lane	70.000	\$210.00	-34.000	-\$102.00	36.000	\$108.00
		Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
808-06703	LFT	\$0.750	910.000	\$682.50	-455.000	-\$341.25	455.000	\$341.25

LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.

Line Number	Item ID	Unit	Unit Price	Curren	t	Chang	ge	Revise	d
	Quantity Amount (		Quantity	Amount	Quantity	Amount			
					F	unding Details			
			Protected Bike Lane	910.000	\$682.50	-455.000	-\$341.25	455.000	\$341.25
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
090	808-10118	EACH	\$13.350	61.000	\$814.35	-11.000	-\$146.85	50.000	\$667.50

"SHARKS TEETH", THERMOPLASTIC, YIELD LINE, WHITE

Reason: Balancing Change Order

			Fu	nding Details			
Pro	tected Bike Lane	61.000	\$814.35	-11.000	-\$146.85	50.000	\$667.50
	Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
LFT	\$3.000	635.000	\$1,905.00	49.000	\$147.00	684.000	\$2,052.00

LINE, THERMOPLASTIC, DOTTED, YELLOW, 4 IN.

808-11493

Reason: Balancing Change Order

091

092

			Fu	inding Details			
	Protected Bike Lane	635.000	\$1,905.00	49.000	\$147.00	684.000	\$2,052.00
	Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
LFT	\$3.000	40.000	\$120.00	244.500	\$733.50	284.500	\$853.50

LINE, THERMOPLASTIC, SOLID, WHITE, 12 IN.

808-75215

Reason: Balancing Change Order

Change Order Details:

7th Street Protected Bike Lane Improvements

Item ID	Item ID	Item ID	Item ID	Item ID	Item ID	Unit	Unit Price	Curren	t	Chang	ge	Revise	d
		Quantity Amount Quantity	Quantity	Amount	Quantity	Amount							
			Funding Details										
		Protected Bike Lane	40.000	\$120.00	244.500	\$733.50	284.500	\$853.50					
		Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00					
808-75240	LFT	\$3.000	75.000	\$225.00	90.400	\$271.20	165.400	\$496.20					
			Protected Bike Lane Rain Gardens	Protected Bike Lane 40.000 Rain Gardens 0.000	QuantityAmountFProtected Bike Lane40.000\$120.00Rain Gardens0.000\$0.00	QuantityAmountQuantityFunding DetailsProtected Bike Lane40.000\$120.00244.500Rain Gardens0.000\$0.000.000	Quantity         Amount         Quantity         Amount           Funding Details           Protected Bike Lane         40.000         \$120.00         244.500         \$733.50           Rain Gardens         0.000         \$0.00         0.000         \$0.00	Quantity         Amount         Quantity         Amount         Quantity           Funding Details           Protected Bike Lane         40.000         \$120.00         244.500         \$733.50         284.500           Rain Gardens         0.000         \$0.00         0.000         \$0.00         0.000					

LINE, THERMOPLASTIC, BROKEN, YELLOW, 4 IN.

Reason: Balancing Change Order

	Funding Details										
Protected Bike Lane	75.000	\$225.00	90.400	\$271.20	165.400	\$496.20					
Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00					
\$0.800	6,955.000	\$5,564.00	-849.000	-\$679.20	6,106.000	\$4,884.80					

LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.

808-75245

Reason: Balancing Change Order

094

			Funding Details									
			Protected Bike Lane	6,955.000	\$5,564.00	-849.000	-\$679.20	6,106.000	\$4,884.80			
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00			
095	808-75260	LFT	\$3.000	75.000	\$225.00	77.000	\$231.00	152.000	\$456.00			

TRANSVERSE MARKING, THERMOPLASTIC, CROSSHATCH LINE, WHITE, 12 IN.

LFT

Line Number	Item ID	Unit	Unit Price	Curren	t	Chang	ge	Revise	d		
				Quantity	Amount	Quantity	Amount	Quantity	Amount		
				Funding Details							
			Protected Bike Lane	75.000	\$225.00	77.000	\$231.00	152.000	\$456.00		
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00		
096	808-75278	LFT	\$3.050	24.000	\$73.20	-24.000	-\$73.20	0.000	\$0.00		

TRANSVERSE MARKING, THERMOPLASTIC, CROSSHATCH LINE, YELLOW, 12 IN.

Reason: Balancing Change Order

		Funding Details									
	Protected Bike Lane	24.000	\$73.20	-24.000	-\$73.20	0.000	\$0.00				
	Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00				
LFT	\$6.000	205.000	\$1,230.00	50.000	\$300.00	255.000	\$1,530.00				

TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.

Reason: Balancing Change Order

808-75297

097

			Funding Details								
			Protected Bike Lane	205.000	\$1,230.00	50.000	\$300.00	255.000	\$1,530.00		
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00		
098	808-75320	EACH	\$118.000	36.000	\$4,248.00	-4.000	-\$472.00	32.000	\$3,776.00		

PAVEMENT MESSAGE MARKING, THERMOPLASTIC LANE INDICATION ARROW

Line Number	Item ID	Unit	Unit Price	Curren	t	Chang	ge	Revise	d	
		Quantity Amount Quantity Amou	Amount	Quantity	Amount					
				Funding Details						
			Protected Bike Lane	36.000	\$4,248.00	-4.000	-\$472.00	32.000	\$3,776.00	
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	
099	808-96075	LFT	\$4.000	173.000	\$692.00	-21.000	-\$84.00	152.000	\$608.00	

LINE, THERMOPLASTIC, BROKEN, WHITE, 6 IN.

808-99199

Reason: Balancing Change Order

Funding Details										
Protected Bike Lane	173.000	\$692.00	-21.000	-\$84.00	152.000	\$608.00				
Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00				
\$50.000	370.000	\$18,500.00	-370.000	-\$18,500.00	0.000	\$0.00				

TRANSVERSE MARKING, PREFORMED PLASTIC, 36" SOLID GREEN

LFT

Reason: Balancing Change Order

0100

0101

		Funding Details									
		Protected Bike Lane	370.000	\$18,500.00	-370.000	-\$18,500.00	0.000	\$0.00			
		Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00			
808-09968	SFT	\$10.300	1,700.000	\$17,510.00	-1,700.000	-\$17,510.00	0.000	\$0.00			

PAVEMENT MARKING, GREEN LANE

Line Number	Item ID	Unit	Unit Price	Curren	nt	Chang	ge	Revise	ed
				Quantity	Amount	Quantity	Amount	Quantity	Amount
					F	unding Details			
			Protected Bike Lane	1,700.000	\$17,510.00	-1,700.000	-\$17,510.00	0.000	\$0.00
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0102	808-95935	LFT	\$10.000	30.000	\$300.00	-8.000	-\$80.00	22.000	\$220.00
CURB PAINTIN	G, BLUE								
Reason: Balancir	ng Change Order								
					F	unding Details			
			Protected Bike Lane	30.000	\$300.00	-8.000	-\$80.00	22.000	\$220.00
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0103	808-95936	LFT	\$10.000	19.000	\$190.00	97.000	\$970.00	116.000	\$1,160.00
CURB PAINTIN	G, GRAY								
Reason: Balancii	ng Change Order								
								The second contact and a present process and	
					F	unding Details			
			Protected Bike Lane	19.000	\$190.00	97.000	\$970.00	116.000	\$1,160.00
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0104	808-95933	LFT	\$12.000	185.000	\$2,220.00	2.000	\$24.00	187.000	\$2,244.00
CURB PAINTIN	G, YELLOW								
Reason: Balancin	na Changa Ordan								

Line Number	Item ID	Item ID Unit	Unit Price	Current		Change		Revised			
				Quantity	Amount	Quantity	Amount	Quantity	Amount		
				Funding Details							
			Protected Bike Lane	185.000	\$2,220.00	2.000	\$24.00	187.000	\$2,244.00		
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00		
0105	808-12274	LFT	\$9.000	30.000	\$270.00	18.000	\$162.00	48.000	\$432.00		

TRANSVERSE MARKING, THERMOPLASTIC, PARKING "T", 3'X3', 4"

Reason: Balancing Change Order

		Funding Details								
		Protected Bike Lane	30.000	\$270.00	18.000	\$162.00	48.000	\$432.00		
		Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00		
802-04089	EACH	\$75.000	6.000	\$450.00	32.000	\$2,400.00	38.000	\$2,850.00		

SIGN, REMOVE

0106

0107

Reason: Balancing Change Order

		F	unding Details			
Protected Bike Lane	6.000	\$450.00	32.000	\$2,400.00	38.000	\$2,850.00
Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
\$3.000	270.000	\$810.00	-190.000	-\$570.00	80.000	\$240.00

LINE, REMOVE

Reason: Balancing Change Order

808-06716

LFT

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Name and the second					F	unding Details			
			Protected Bike Lane	270.000	\$810.00	-190.000	-\$570.00	80.000	\$240.00
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0108	605-06125	LFT	\$115.000	723.000	\$83,145.00	-151.500	-\$17,422.50	571.500	\$65,722.50

CURB, MODIFIED STRAIGHT (RAIN GARDENS)

604-06070

Reason: Balancing Change Order

	Funding Details						
	Protected Bike Lane	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
	Rain Gardens	723.000	\$83,145.00	-151.500	-\$17,422.50	571.500	\$65,722.50
SYS	\$85.620	103.820	\$8,889.07	23.970	\$2,052.31	127.790	\$10,941.38

SIDEWALK, CONCRETE

0120

		Funding Details					
	Protected Bike Lane	103.820	\$8,889.07	23.970	\$2,052.31	127.790	\$10,941.38
	Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
77 items	Totals		\$1,836,296.85		-\$192,095.69		\$1,644,201.16

# **Funding Summary**

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
Protected Bike Lane	\$2,362,877.67	\$2,452,673.32	-\$181,427.53	\$2,271,245.79
Rain Gardens	\$209,577.33	\$209,577.33	-\$10,668.16	\$198,909.17
2 fund packages	\$2,572,455.00	\$2,662,250.65	-\$192,095.69	\$2,470,154.96

Not valid until signed by the Engineer, Contractor, and Board of Public Works.

MG	Digitally signed by Brent Foster DN: C=US, C=US, DM: d=US, DM: G=US, DM: G=U	
Engineer	Contractor	Board of Public Works
City Engine	General Superintendent	
Title	Title	Title
2/22/2023	2-17-23	
Date	Date	Date



### **Board of Public Works**

# **Staff Report**

**Project/Event:** Approve Change Orders #1 and #2 for the 17<sup>th</sup> Street Multi-Use

Path EAST Project

Petitioner/Representative: Engineering Department

**Staff Representative:** Roy Aten, Senior Project Manager

**Date:** 02/28/2022

### Report:

This project was awarded to Milestone Contractors on April 12<sup>th</sup>, 2022 in the amount of \$1,192,901.58. This project installed a multi-use path on the north side of 17th Street from Walnut Street to Grant Street. Change Order #1 will add \$25,453.00 for additional work in the Red Restaurant parking area. Change Order #2 will add \$2,054.28 for additional curb ramp work at the intersection of 17th and Grant. Pending approval of these change orders and funding approval from the Redevelopment Commission, the final contract price will be \$1,220,408.86.

# City of Bloomington Contract and Purchase Justification Form

Vendor: Milestone Contractors, LP Contract Amount: \$1,192,901.58

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	ON	
1.	Check the box beside the procured applicable)	ment method used to initiate this p	orocurement: (Attach a quote or	bid tabulation if
	Request for Quote (RFQ)	Request for Proposal (RFP)	Sole Source	Not Applicable
	Invitation to Bid (ITB)	Request for Qualifications (RFQu)	Emergency Purchase	(NA)
2.	List the results of procurement positions of Submittals:  # of Submittals:  1  Met city requirements?  Met item or need requirements?  Was an evaluation team used?	rocess. Give further explanation v	where requested.  Was the lowest cost selected? (If no, please state below why it was not.)  Contract awarded April 12th, 20 Board of Public Works	Yes No  22 through the
3.	Was scoring grid used? Were vendor presentations requested?	d to receive the award and contrac	ct:	
		oard of Public Works on April 12t e contract documents for the 17th		
		\$0.00 ,453.00 ,054.28		
	Roy Aten	Senior Project Mana	ager Engir	eering
	Print/Type Name	Print/Type Title	Depai	tment



# City of Bloomington, Indiana

# Change Order Details

17th Street Multi-Use Path EAST

**Description** Installation of a multi-use path, curb and ramp replacement, installation of storm sewer, and milling and resurfacing East 17th Street from North

Walnut Street to North Grant Street.

Prime Contractor Milestone Contractors, L.P

3301 S. 460 E. Laffayette, IN

Change Order

**Status** Pending

**Date Created** 12/12/2022

**Type** Errors and Omissions, Non-recoverable

**Summary** Red Restaurant Driveway Modifications

Change Order Description During construction it was discovered that the cross slope for the parking area in the Red Restaurant e ceeded a reasonable slope. The engineer

redesigned the parking area and drive entrance. The contractor had to demo a portion of the finished work and reconstruct the area. This work

was done outside the time limits for the proæct, so no additional days are to be added.

**Awarded Project Amount** \$1,192,901.58

**Authorized Project Amount** \$1,192,901.58

**Change Order Amount** \$25,453.00

**Revised Project Amount** \$1,218,354.58

Change Order Details: 17th Street Multi-Use Path EAST

# **New Items**

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0110	402-05499	LS	1.000	\$25,453.000	\$25,453.00
□MA, RECONSTRUCT PA	ARKING AREA				
Reason: Reconstruction of	Red Restaurant parking lot.				
1 item					Total: \$25,453.00

# Attachments

Document	Name	Description	<b>Submission Date</b>
□ang_Property_Change_Order_17th_Street_City_of_Bloomingto n_Updated.pdf	$\square$ ang Property Change Order 17th Street City of Bloomingto n_Updated.pdf	Milestone Breakd own.	12/15/2022 08:20 AM EST
1 attachment			

Change Order Details: 12/1 □/2022

## Not valid until signed by the Engineer, Contractor, and Owner

Engineer	Contractor	Board of Public Works
	General Superintendent	
Title	Title	Title
	12/15/22	
Date	Date	Date



# City of Bloomington, Indiana

# Change Order Details

17th Street Multi-Use Path EAST

**Description** Installation of a multi-use path, curb and ramp replacement, installation of storm sewer, and milling and resurfacing East 17th Street from North

Walnut Street to North Grant Street.

**Prime Contractor** Milestone Contractors, L.P

3301 S. 460 E. Laffayette, IN

Change Order 2

**Status** Pending

**Date Created** 12/12/2022

Type Scope Changes

Summary Wreck / Replace Curb & Fill Between Wall and Curb with Concrete.

Change Order Description After construction it was determined that the curb work at the intersection of 17th and Grant needed to be reworked in order to improve safety for

vehicles traveling on Grant. Milestone removed the previously installed curb and reinstalled a modified curb. This work was done outside of the

original contract time and no additional days are being added.

**Awarded Project Amount** \$1,192,901.58

**Authorized Project Amount** \$1,192,901.58

**Change Order Amount** \$2,054.28

**Revised Project Amount** \$1,194,955.86

Change Order Details: 17th Street Multi-Use Path EAST

# **New Items**

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0120	109-04299	DOL	1.000	\$2,054.280	\$2,054.28
FORCE ACCOUNT WORK:	17th and Grant Curb Worl	K			
Reason: Rework SE corner of 17th and Grant.					
1 item					Total: \$2,054.28

Not valid until signed by the Engineer, Contractor, and Owner

Engineer	Contractor	Board of Public Works
	General Superintendent	
Title	Title	Title
	12-16-22	
Date	Date	Date

Change Order Details: 17th Street Multi-Use Path EAST



# **Board of Public Works**

# **Staff Report**

**Project/Event:** Approve B-Line Tree Clearing Contract to Bluestone Tree

Petitioner/Representative: Engineering Department

**Staff Representative:** Roy Aten, Senior Project Manager

**Date:** 02/28/2022

#### Report:

This project will remove the necessary trees along the B-Line Extension Projects corridor. Bids were opened at the February 27<sup>th</sup>, 2023 Board of Public Works work session. Four bidders submitted bids.

Bidder	Bid amount
Bluestone Tree, Inc.	\$48,764.20
J.R. Ellington Tree Experts	\$68,295.00
Monroe LLC	\$53,250.00
Crider & Crider, Inc.	\$192,450.00

With the lowest responsive and responsible bidder being Bluestone Tree, Inc.

Print Reset Form

# City of Bloomington Contract and Purchase Justification Form

Vendor: Bluestone Tree, Inc Contract Amount: \$48,764.36

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.

Print/Type Name	Print/Type Title	Department
Roy Aten	Senior Project Manager	Engineering
Contract will be awarded at the	ed to receive the award and contract: February 28th, 2023 Board of Public Works	to the lowest responsive and
Met item or need requirements?  Was an evaluation team used?  Was scoring grid used?	36-1-12 a	e solicited in compliance with IAC and the City of Bloomington's Financial Manual (Updated January 2018)
List the results of procurement p # of Submittals: 4  Met city requirements?		west cost selected? (If no, te below why it was not.)
Invitation to Bid (ITB)	(RFQu)	rgency Purchase
applicable)  Request for Quote (RFQ)		Source Not Applical
Check the box beside the procure	ment method used to initiate this procureme	nt: (Attach a quote or bid tabulation i

#### **AGREEMENT**

**BETWEEN** 

**CITY OF BLOOMINGTON** 

**ENGINEERING DEPARTMENT** 

AND

**CONTRACTOR** 

**FOR** 

#### **B-Line Extension Tree Clearing**

**THIS AGREEMENT,** executed by and between the City of Bloomington, Indiana, Engineering Department through the Board of Public Works (hereinafter CITY), and <u>Bluestone Tree, Inc.</u>, (hereinafter CONTRACTOR);

#### WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **removal of selected trees along the proposed B-Line Extension Project**, (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 seg.*, 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 sixty (60) 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.
- <u>3.02</u> Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Bid, attached hereto as Attachment 'E'. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

- <u>3.03</u> 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.
- <u>3.04</u> 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.
- <u>3.05</u> 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.
- <u>3.06</u> <u>Engineer</u> 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.
- <u>4.04</u> <u>Withholding Funds for Completion of Contract</u> 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 or her 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 or her 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:

Coverag	<u>यe</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,		and \$2,000,000 in the

General Aggregate Limit (other than Products/Completed aggregate

Operations)

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, \$1,000,000 each accident

owned, hired and non-owned)

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.
- <u>S.06</u> <u>Necessary Documentation</u> 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. 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 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 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 its 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 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.

#### 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.
- <u>5.10</u> <u>Safety</u>. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.
- **5.10.01** CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

#### 5.11 Amendments/Changes

- **5.11.01** Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.
- **5.11.02** Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.
- **5.11.03** If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he or she shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.
- **5.11.04** CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

#### 5.12 Performance Bond and Payment Bond

- **5.12.01** For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.
- **5.12.02** Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.
- **5.12.03** If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.
- <u>5.13</u> <u>Payment of Subcontractors</u> 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.
- <u>5.14</u> <u>Written Notice</u> 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	Bluestone Tree	
Attn: Roy Aten	Attn: Tiffany Oren	
P.O. Box 100 Suite 130	3090 S. Walnut St.	
Bloomington, Indiana 47402	Bloomington, IN 47401	

- <u>5.15</u> <u>Severability and Waiver</u> 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.
- <u>5.16</u> <u>Notice to Proceed</u> CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

#### 5.17 Steel or Foundry Products

- **5.17.01** To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.
- **5.17.02** Domestic Steel products are defined as follows:
  - "Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process."
- **5.17.03** Domestic Foundry products are defined as follows:
  - "Products cast from ferrous and nonferrous metals by foundries in the United States."
- **5.17.04** The United States is defined to include all territory subject to the jurisdiction of the United States.
- **5.17.05** CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

#### 5.18 Verification of Employees' Immigration Status

Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Attachment C, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

Contractor shall require any subcontractors performing work under this Agreement to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

#### 5.19 Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject

to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

#### 5.20 Living Wage Ordinance

Contractors that are considered "covered employers" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," are required to pay their covered employees at least a living wage. Currently, the living wage is \$15.29 per hour for covered employees, and up to 15% of that amount, \$2.29, may be in the form the covered employer's contribution to health insurance available to the covered employee.

If CONTRACTOR is determined to be a covered employer under the LWO, CONTRACTOR shall execute the Living Wage Ordinance Affidavit, attached as Exhibit F; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands.			
DATE:	_		
City of Bloomington Bloomington Board of Public Works			
BY:	BY:		
Kyla Cox Deckard, President	Contractor Representative		
Elizabeth Karon, Vice President	Printed Name		
Jennifer Lloyd, Secretary	Title of Contractor Representative		
John Hamilton, Mayor of Bloomington			

### ATTACHMENT 'A'

### "SCOPE OF WORK"

**B-Line Extension Tree Clearing** 

This project shall include, but is not limited to, the removal of selected trees along the proposed B-Line Extension Project.

#### **ATTACHMENT 'B'**

## BIDDER'S AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS; COST RECOVERY

STATE	OF INDIANA )
COUNT	YOF Monroe )
	AFFIDAVIT
The un	dersigned, being duly sworn, hereby affirms and says that:
1.	The undersigned is the of (job title) of Luestone Tree, Inc.
	(company name)
2.	The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
3.	The company named herein that employs the undersigned:

- - i. has contracted with or seeking to contract with the City of Bloomington to provide services; OR
  - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
- 4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
- 5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
- 6. The Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below\*:

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.	NIIn				
B.	17 1+1				
C.					
D.					
				Total	\$ NA

Method of Compliance (Specify)	· · · · · · · · · · · · · · · · · · ·
Date: _	2/20 ,2023
Signature	
Tiffany Oren Printed Name	
rinted name	
STATE OF INDIANA ) ) SS: COUNTY OF Mogroe )	CHAMA HENRY Notary Public, State of Indiana Monroe County SEAL:  Commission Number NP0739339 My Commission Expires February 22, 2030
Before me, a Notary Public in and for sa	aid County and State, personally appeared and acknowledged the execution of the foregoing this D23.
	) <del>- 3</del> .
My Commission Expires: <u> </u>	Signature of Notary Public
County of Residence: Monroe	Printed Name of Notary Public
Commission #: NPOコスタススタ	
*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 Monroe	)
	E-Verify AFFIDAVIT
The undersigned, being o	duly sworn, hereby affirms and says that:
1. The undersigned is the _	Owner of Bluestone Tree, Inc. a. (job title) (company name)
i. has co	rein that employs the undersigned: ntracted with or seeking to contract with the City of Bloomington to provide services; <b>OR</b> ocontractor on a contract to provide services to the City of Bloomington.
	states that, to the best of his/her knowledge and belief, the company named herein does not nauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned herby s participates in the E-veri	tates that, to the best of his/her belief, the company named herein is enrolled in and fy program.
Tiffany Oren Printed Name	
STATE OF INDIANA	CHAMA HENRY Notary Public, State of Indiana Monroe County  SEAL  Commission Number NP0739339  My Commission Expires February 22, 2030
COUNTY OF Monroe	
Before me, a Notary Public in and acknowledged the execution of the	for said County and State, personally appeared and see foregoing this day of and
My Commission Expires: 2123	Signature of Notary Public
County of Residence:	Printed Name of Notary Public
My Commission #: UP 07 39	<u> </u>

### ATTACHMENT 'D'

### **COMPLIANCE AFFIDAVIT**

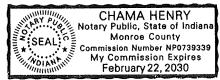
### **REGARDING INDIANA CODE CHAPTER 4-13-18**

### DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE	OF INDIANA )
	) SS:
COUNT	YOF Monroe
	AFFIDAVIT
The un	dersigned, being duly sworn, hereby affirms and says that:
1.	The undersigned is theof
	(job title) Bluestone Tree, Inc.
	(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; <b>OR</b> 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.
Signatu	ire Cl
Printed	Name Dren

STATE OF INDIANA		)
	ΛΛ.	)SS:
COUNTY OF _	Monroe	)

My Commission #: NPO7 39339



Before me, a Notary Public in and for said County and State, personally appeared	
My Commission Expires: 2/22/2030 Signature of Notary Public	
County of Residence: Monroe  Printed Name of Notary Public	

#### ATTACHMENT 'E'



Proposal Schedule of Items (Unit Prices)

Letting Date: February 27th, 2023

Page 1 of 1

Project Title: B-Line Extension Tree Clearing

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
001	201-02245	TREE, 6 IN, REMOVE	101 EACH		\$140.30	\$14,170.30
002	201-02250	TREE, 10 IN, REMOVE	38 EA	ACH	\$153.46	\$5,831.48
003	201-02255	TREE, 18 IN, REMOVE	44 EACH		\$276.99	\$12,187.56
004	201-02260	TREE, 30 IN, REMOVE	16 EACH		\$517.97	\$8,287.52
005	201-02265	TREE, 48 IN, REMOVE	5 EACH		\$1,657.50	\$8,287.50
006	801-06775	MAINTENANCE OF TRAFFIC	1 LS	5	\$0.00	\$0.00
			_			
					TOTAL PROJECT BID:	\$48,764.36

#### Bidder acknowledges that

- 1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
- 2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

#### **EXHIBIT "F"**

#### AFFIDAVIT THE LIVING WAGE ORDINANCE

The undersigned, being duly s	sworn, hereby affii	rms and says that:
1. The undersigned is the		of Bluestone Tree, Inc.
	(job title)	(company name)
2. The company named hereing Bloomington to provide services		e undersigned has contracted with or is seeking to contract with the City of
		est of their knowledge and belief, the company named herein is subject to own as the "Living Wage Ordinance."
4. The projected employment	t needs under the	award include the following:
5. The projected net increase assistance:	or decrease in job	s for covered employees by job title that will result from awarding the
6. The undersigned hereby af at least the living wage.	firms that the sma	illest hourly wage to be earned by each of their covered employees shall be
I affirm under the penalties or knowledge and belief.	f perjury that the f	foregoing facts and information are true and correct to the best of my
Signature		
Printed name		
STATE OF INDIANA )		
	) SS:	
COUNTY OF	)	

Before me, a Notary Public in and for said County at and acknowledged the execution of the fo		, 2023.
My Commission Expires:		
	Notary Public	
County of Residence:		
	Name Printed	
	Commission Number	



#### **B-Line Extension Tree Clearing**

#### **GENERAL NOTES**

Contractor shall provide all required maintenance of traffic.

All trees must be cut down by March 31st, 2023. Trees must be removed from site by April 30th, 2023.

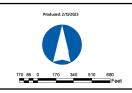
Contractor is responsible for tree cutting and removal of fallen trees. Stumps may remain.

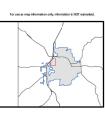
#### Legend



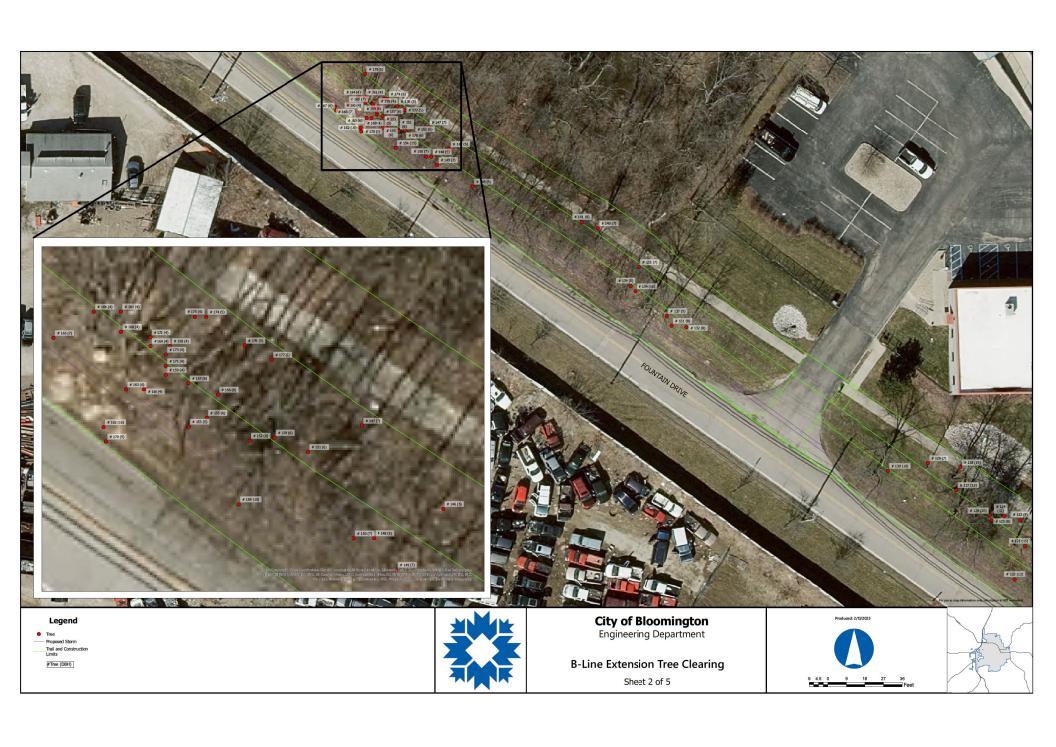
## **City of Bloomington** Engineering Department

**B-Line Extension Tree Clearing** 



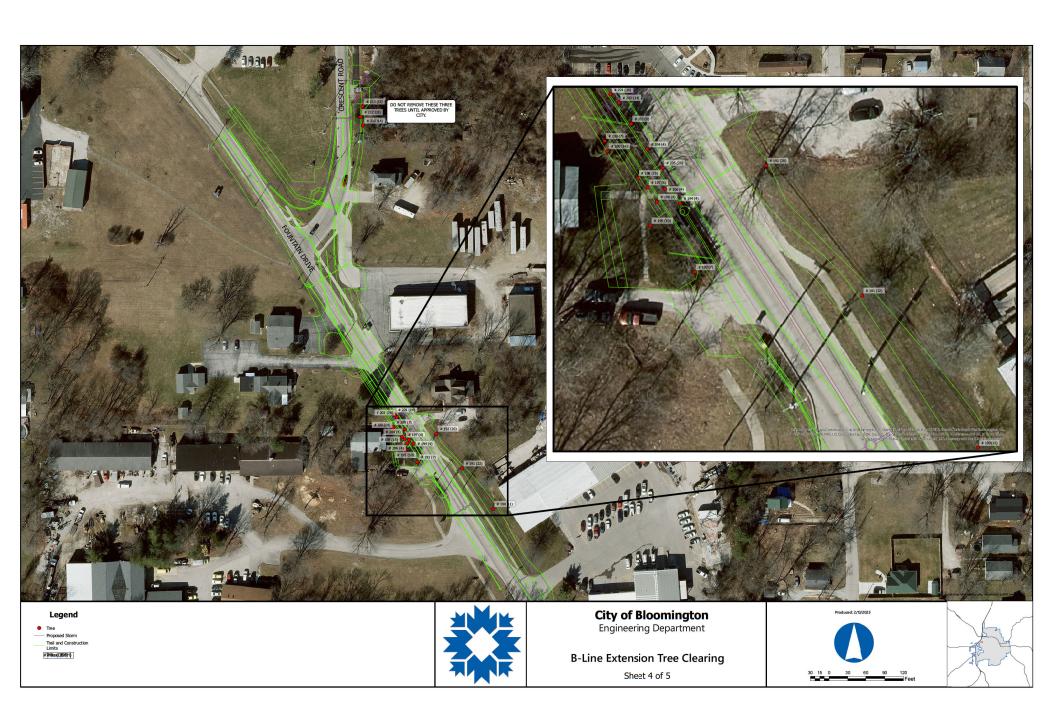


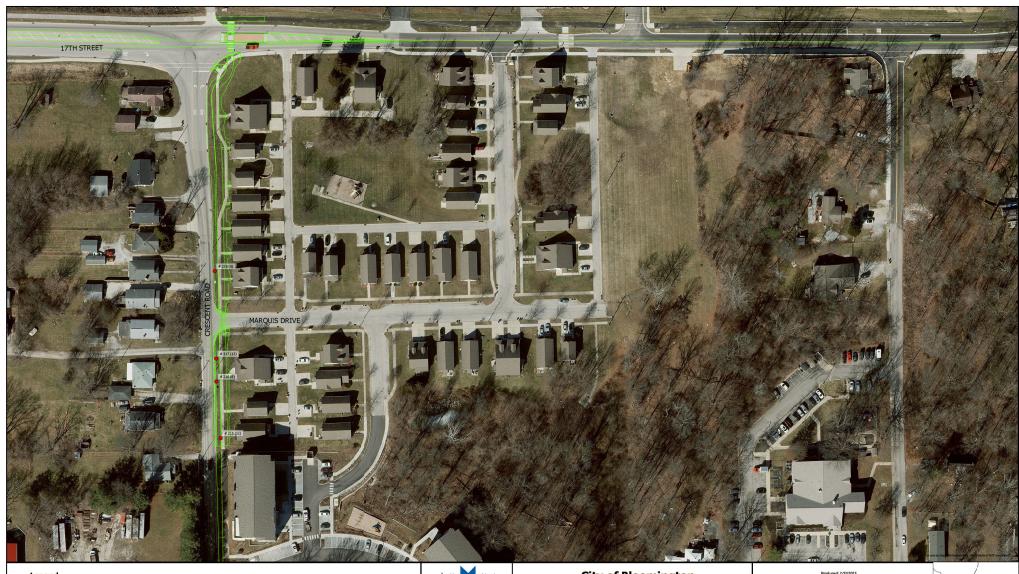






Sheet 3 of 5





#### Legend

Proposed Storm
Trail and Construction
Limits

#Tree (DBH)

## **City of Bloomington** Engineering Department

**B-Line Extension Tree Clearing** Sheet 5 of 5







# Board of Public Works Staff Report

**Project/Event:** Resolution 2023-10 Public Need to Purchase Right of Way for

the Adams Street Sidewalk (Kirkwood to Fountain) Project

**Petitioner/Representative:** Engineering Department

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

**Date:** 02/28/2023

**Report:** This project will construct a sidewalk on the west side of Adams Street from Kirkwood Ave to Fountain Drive, including accessible curb ramps. This project was programmed through the Council Sidewalk Committee and has received additional funding support with a Community Development Block Grant of \$140,000. The existing right of way width of Adams Street does not provide sufficient space for the proposed sidewalk so the project requires acquisition of additional rights of way from seven parcels.

If approved by the Board, this resolution will confirm that the Project serves a public purpose and will authorize the right of way acquisition.

Project Approvals Timeline						
Approval Type	<u>Status</u>	<u>Date</u>				
Funding Approval — Council Sidewalk & CDBG	Approved	2023				
Design Services Contract	Approved	12/08/2020				
ROW Services Contract	Approved	07/19/2022				
Public Need Resolution	Current Item	02/28/2023				
Construction Inspection Contract	N/A					
Construction Contract	Pending	Summer 2023				

#### RESOLUTION 2023-10 BOARD OF PUBLIC WORKS CITY OF BLOOMINGTON, INDIANA

WHEREAS, the City of Bloomington through its Board of Public Works ("City) intends to construct a sidewalk on the west side of Adams Street from Kirkwood Avenue to Fountain Drive, including accessible curb ramps; and

WHEREAS, the City has determined that there is a need for the project, and that it will serve a public purpose and be of public benefit, and has appropriated money to finance construction of the project; and

WHEREAS, it is necessary to acquire land/or easement for construction of the project from the property owners listed in Attachment A, incorporated herein by reference; and

**NOW, THEREFORE**, be it hereby resolved by the City that:

Jennifer Lloyd, Secretary

- 1. The project serves a public purpose and will benefit the citizens of Bloomington and Monroe County, Indiana.
- 2. The acquisition of the land and easements from the property owners listed on Attachment A is hereby authorized. In the event the City is unable to reach agreement with a property owner regarding the purchase of the land or easement within thirty (30) days after the issuance of a formal offer to purchase, as provided in Indiana Code § 32-24-1-5, the City is hereby authorized to commence eminent domain proceedings.

SO PASSED AND ADOPTED this Bloomington Board of Public Works	day of	, 2023, by the City of
Kyla Cox-Deckard, President		
Elizabeth Karon, Vice President		

#### ATTACHMENT A

<u>Parcel</u>	<u>Owner</u>	<u>Address</u>
1	Matthew R. Murphy	103-113 North Adams Street
2	JKM Associates LLC	141 North Adams Street
3	Gloria Gibson	201 North Adams Street
4	Todd & Jack Berger	221 North Adams Street
5	Braden Beetz	223 North Adams Street
6	Joseph Christine, LLC	227, 231 & 233 North Adams Street
7	ELM Rentals, LLC	301 North Adams Street



# Board of Public Works Staff Report

**Project/Event:** Atlantic Engineering Group (AEG)

Staff Representative: Jason Kerr
Petitioner/Representative: Bret Simons

**Date:** February 28, 2023

**Report:** AEG is requesting lane closures and sidewalk closures in multiple locations of their project work areas. This request is to accommodate work on fiber installation via boring and aerial fiber installation. The traffic control would be in place from March 3rd through end of project, which we're estimating to be 4 weeks per project area.

AEG has supplied various maintenance of traffic plans for all work. They are also placing door hangers for public notice to property owners about scope of their work and contact information for if there are any issues. (see packet for details).

AEG is requesting for 3 area projects to be granted through this BPW meeting. The following areas include...

E University St North to south, this is between E 3<sup>rd</sup> St and E Maxwell Ln

West to east, this is between S Woodlawn and S Clifton Ave

E Tamarack Trl North to south, this is between Ramble Rd Ct and 46 Bypass

West to east, this is between N walnut and N Headley Rd

W Acuff Rd North to south, this is between W Bayles RD and Arlington Rd

Following north on Kinser Pike



P.O. Box 349 | Buford, Georgia 30515 Main Office: (706)654-2298

www.aeg.cc

To: City of Bloomington – Engineering Department

Subject: City of Bloomington Right of Way Application

Dear Board Members,

Atlantic Engineering Group is planning a large FTTH project across the entire City of Bloomington. This work will take place at different locations throughout the year. In order to facilitate these up coming projects, AEG is respectfully requesting access the to ROW as planned out in the submitted permits.

Traffic control plans will be attached to each permit. No long-term road closures or sidewalk closures are expected. Signs and flaggers will be present when needed and move with the project as it moves throughout the city. The areas will all be identified on the plans we submit to the cities Engineering Department.

Proper door hangers will be placed prior to the construction starting in a particular area. The door hangers will provide information about the construction and contact information if any issues arise.

Bret Simons
Project Coordinator
Atlantic Engineering Group



# Fiber Optic Internet is Coming to Your Neighborhood!

Over the next several weeks there will be construction crews in your area building a new fiber optic network. Fiber is the fastest and most reliable technology to deliver internet and Wi-Fi services.

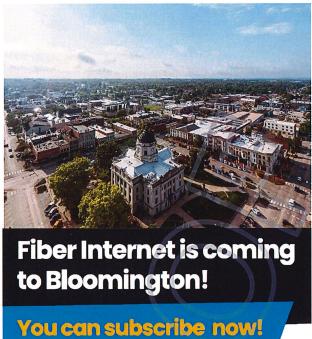
Before we begin building, we must determine the location of existing underground utilities.

Construction areas will be marked with flags and paint that should remain in place for the duration of construction.

Please feel free to mark any private underground facilities that you believe are in the right of way. Examples of private facilities are: Sprinkler systems, dog fences, private gas line, pool systems, etc..

For additional information please call (812)-269-8805.

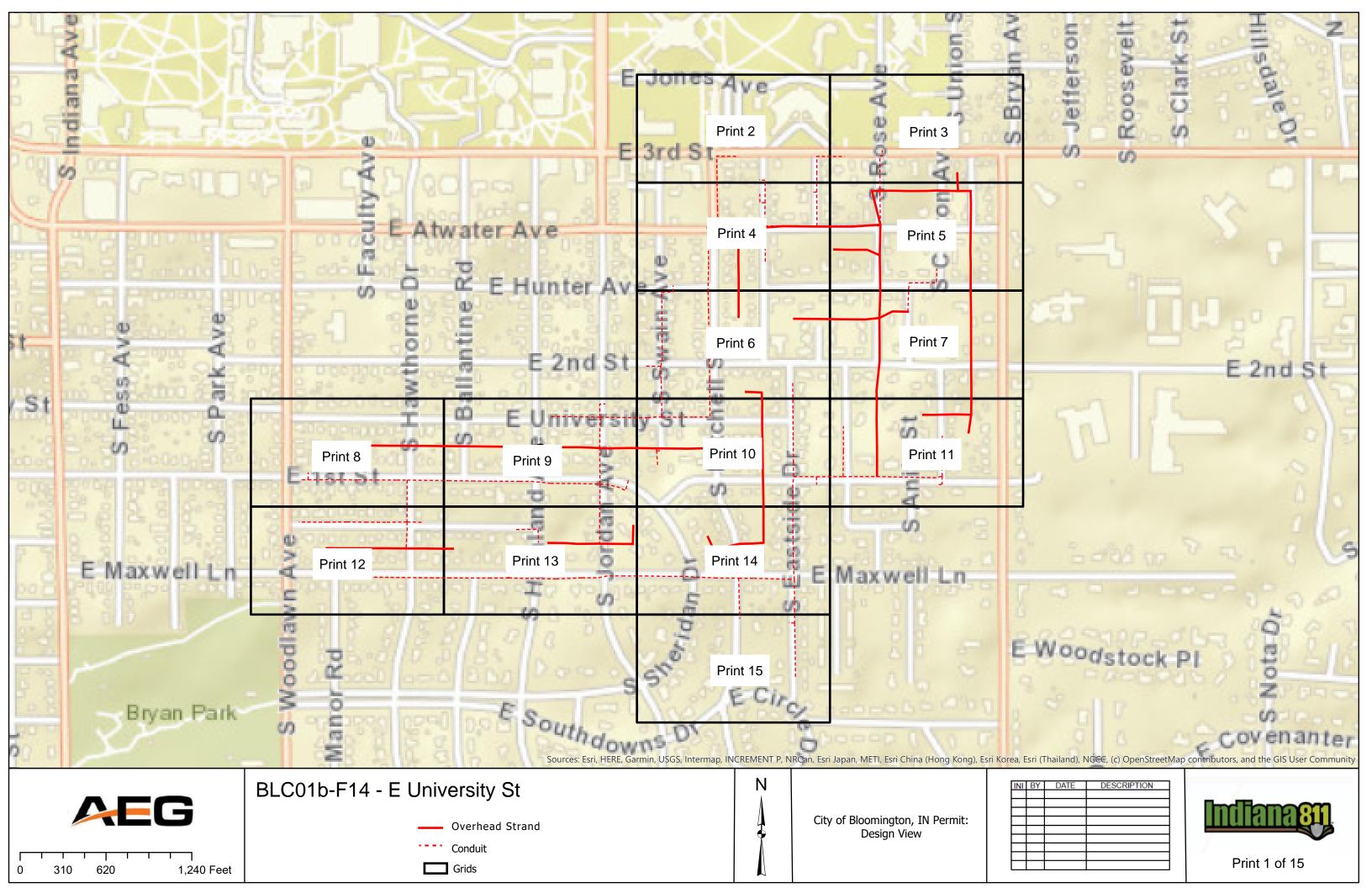


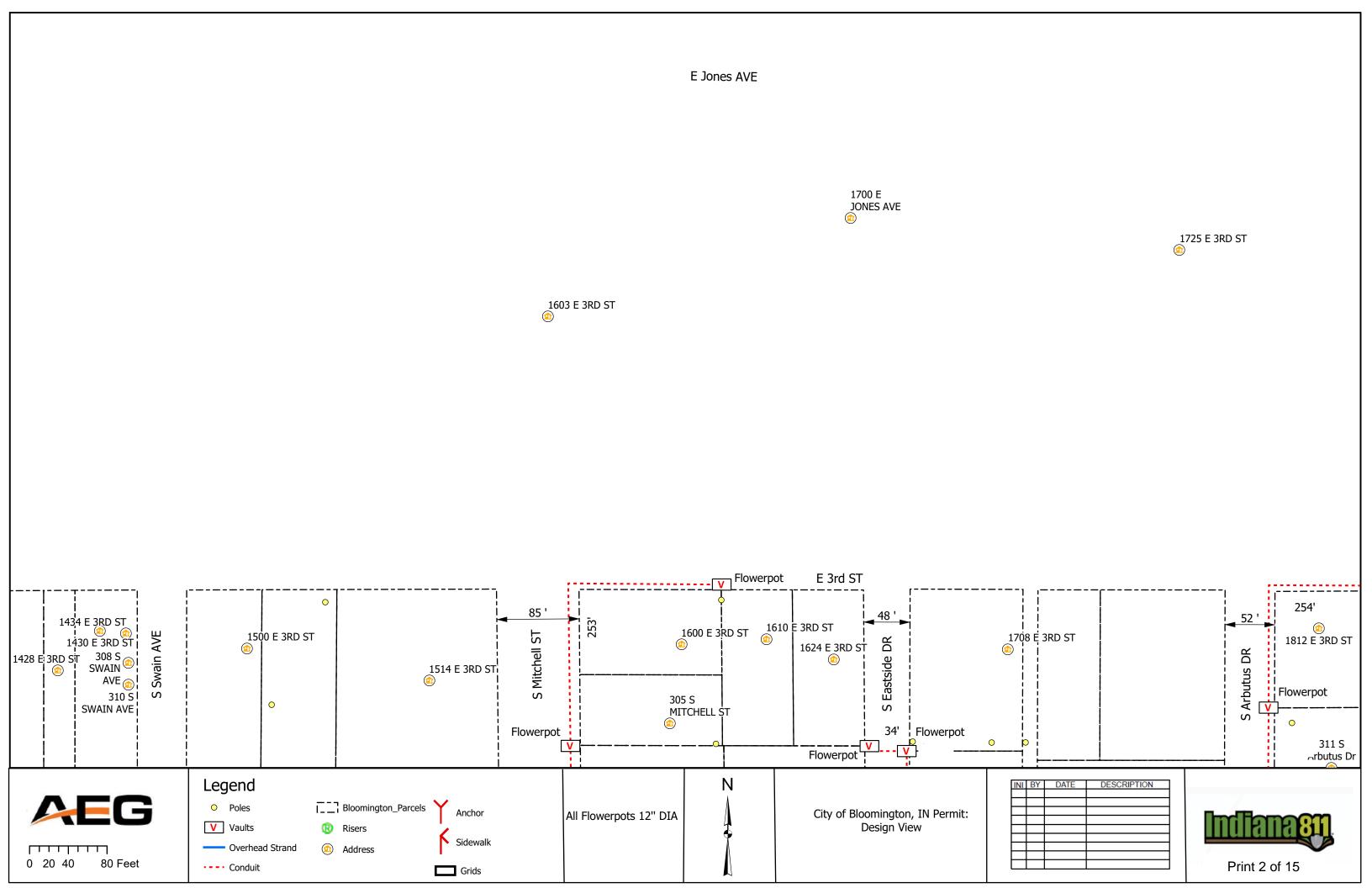


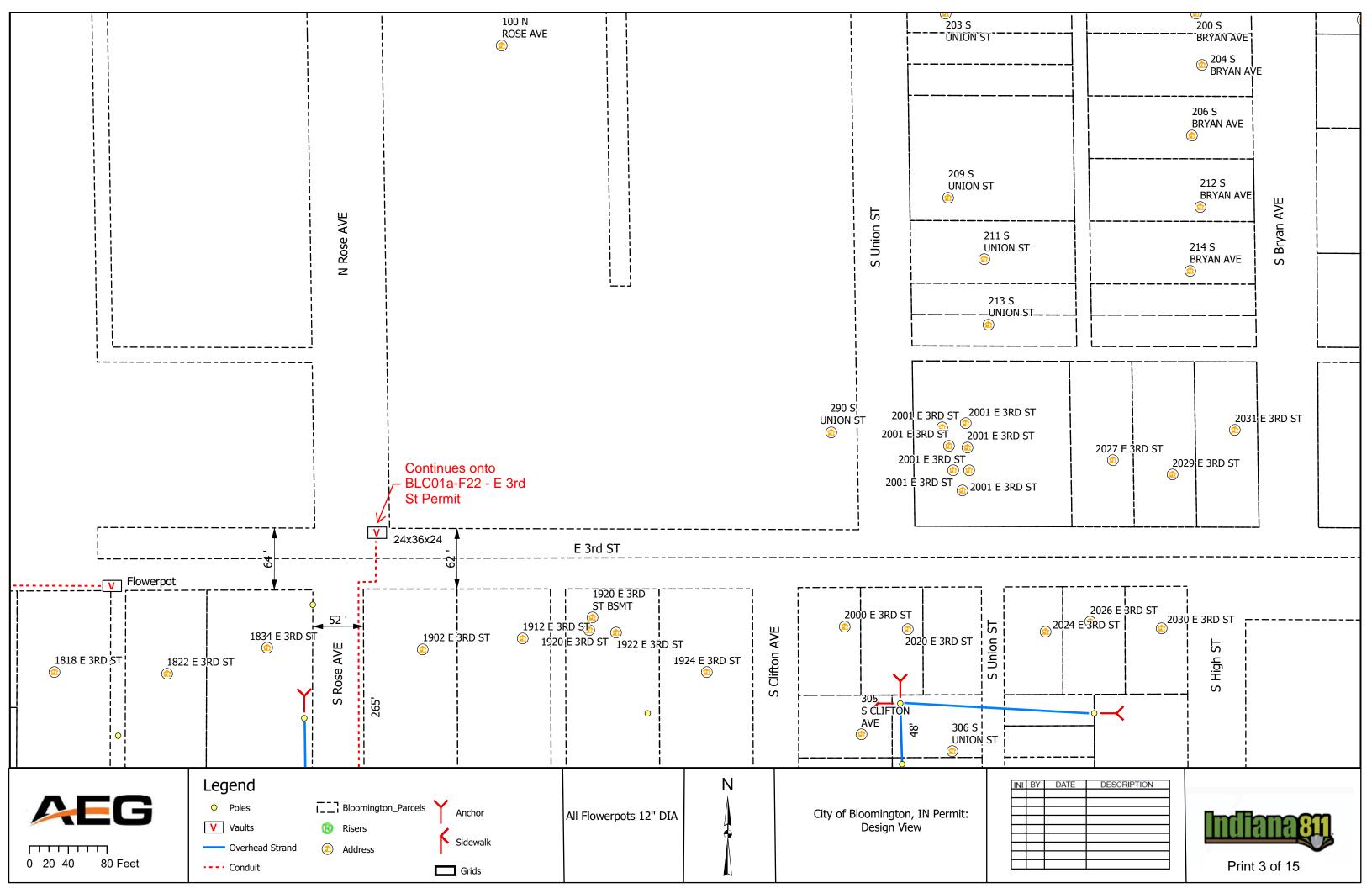
## **Get the Fastest Internet in Town**

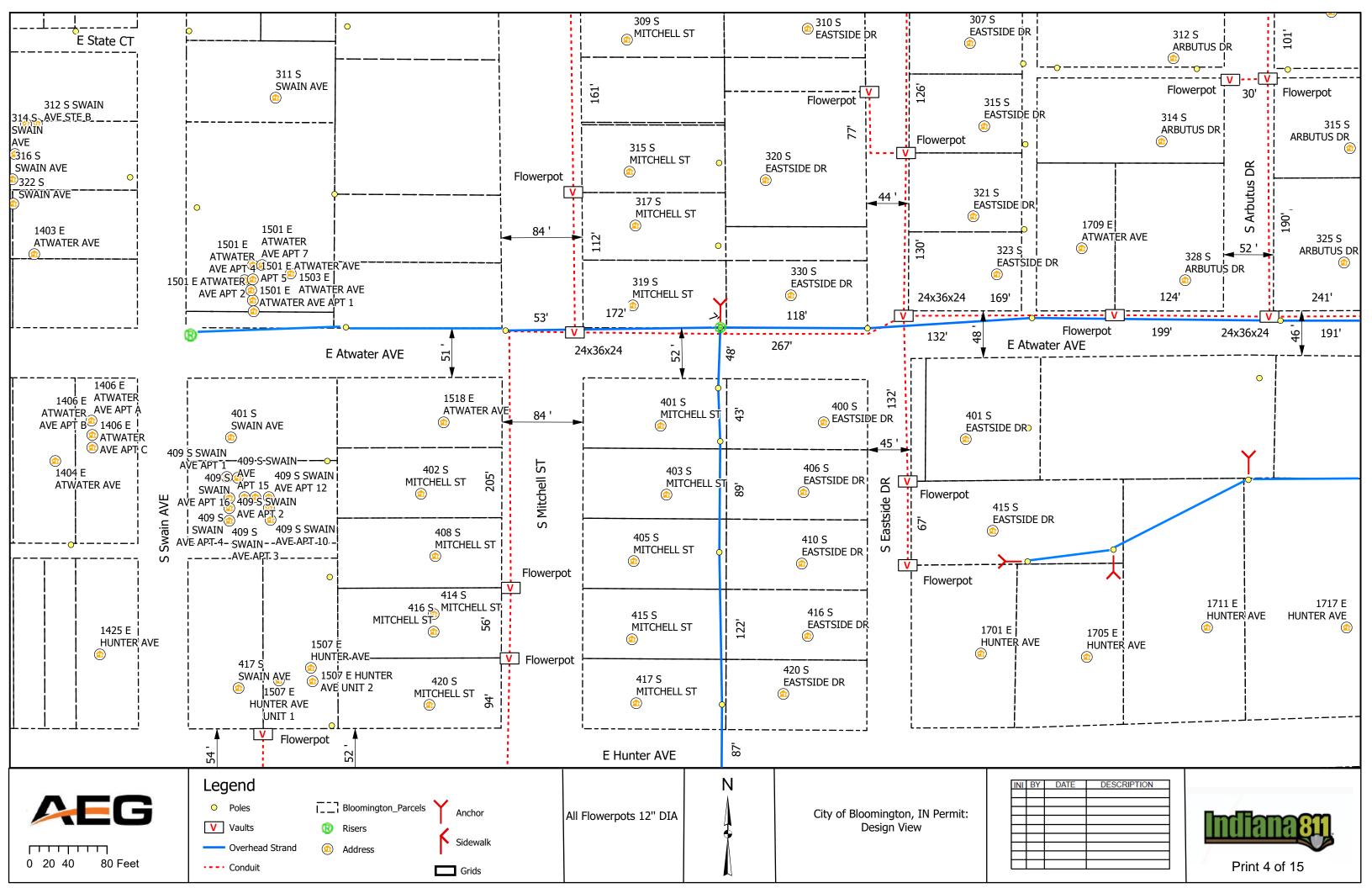
- **⊘** Same Speeds Up and Down
- **⊘** Ultimate Gaming with No Lag
- Stream without Buffering
- **Video Chats without** Interruption
- **⊘** Use All Your Devices, All at the Same Time - No Problem!

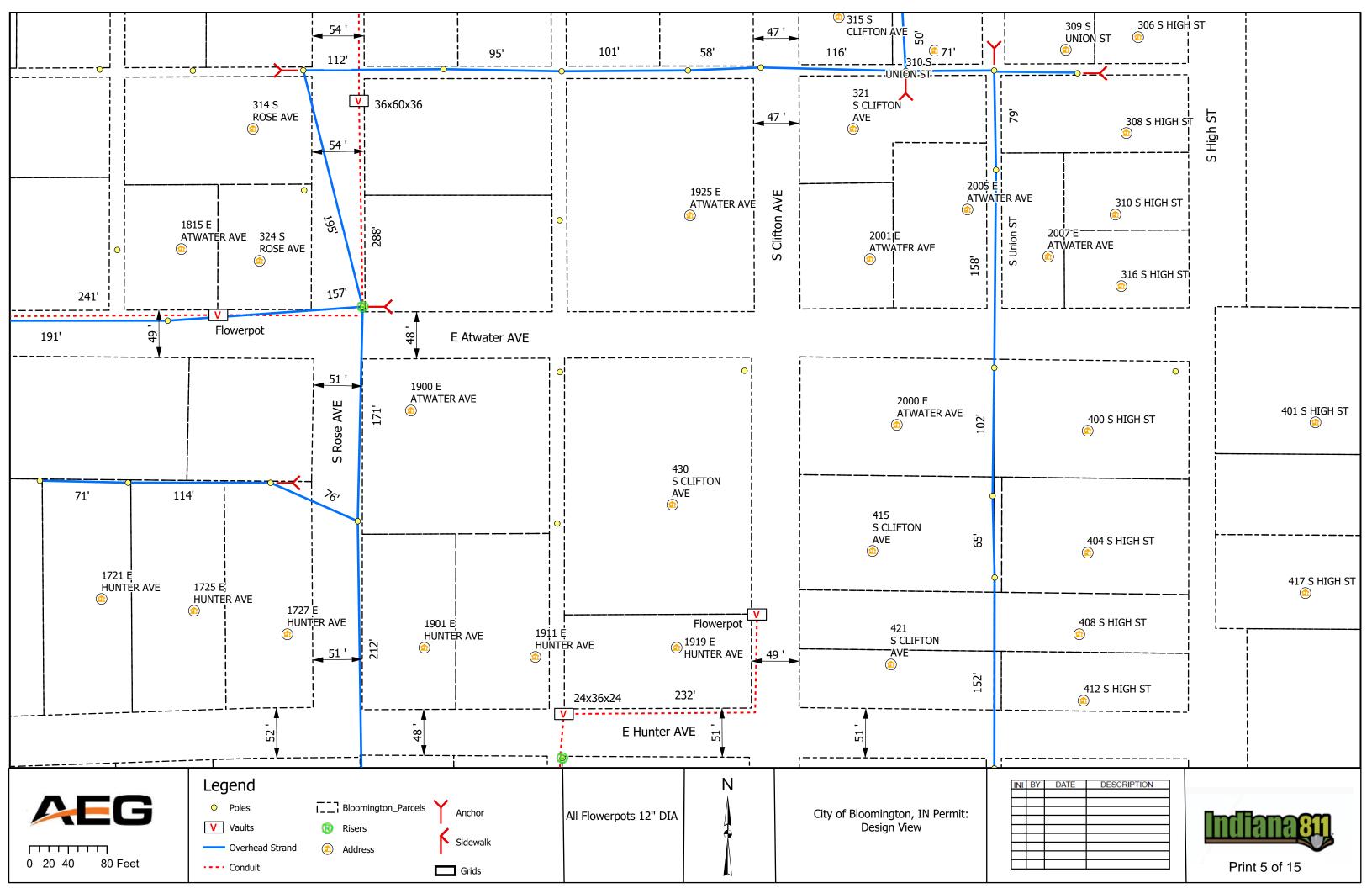


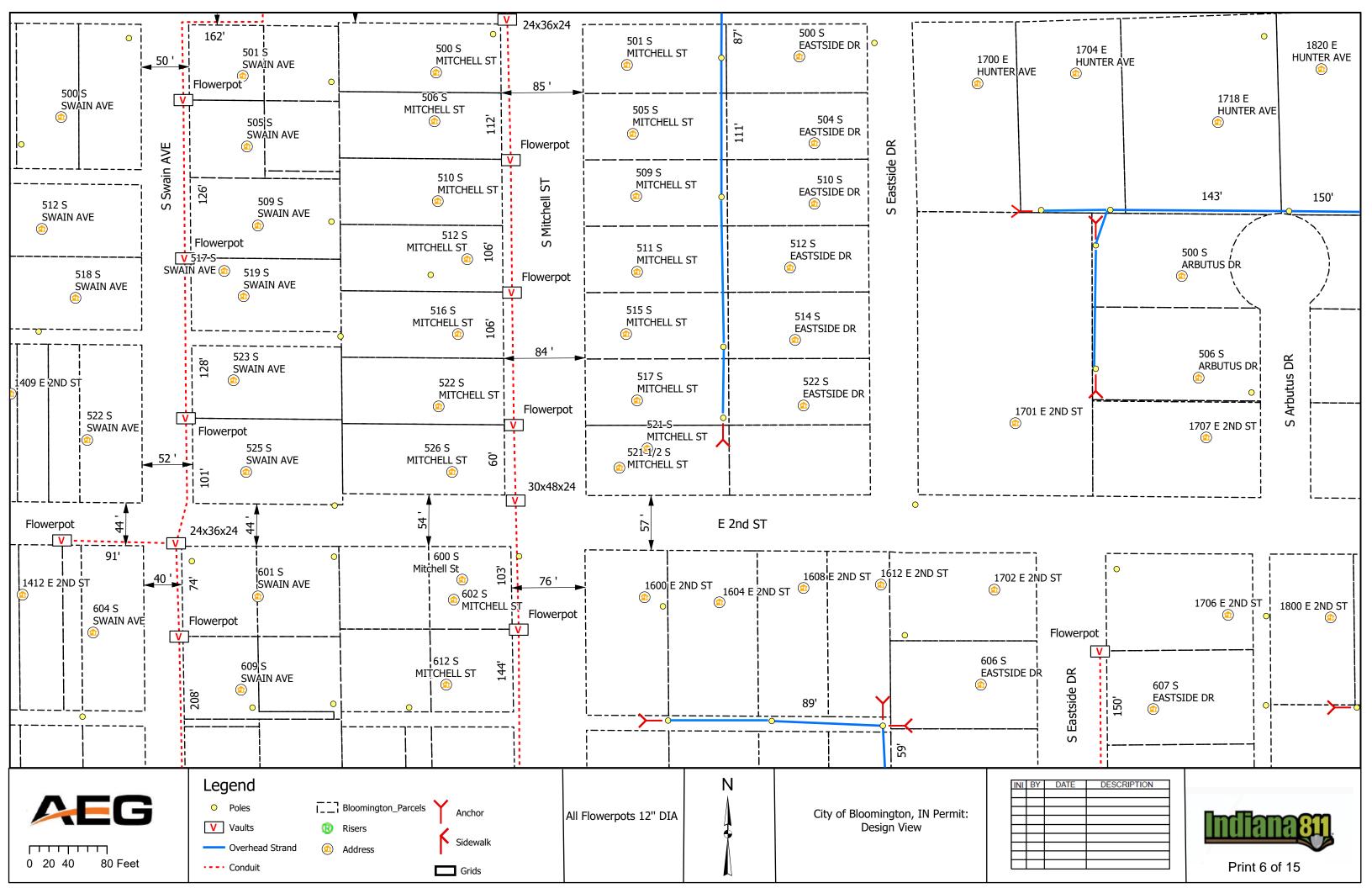


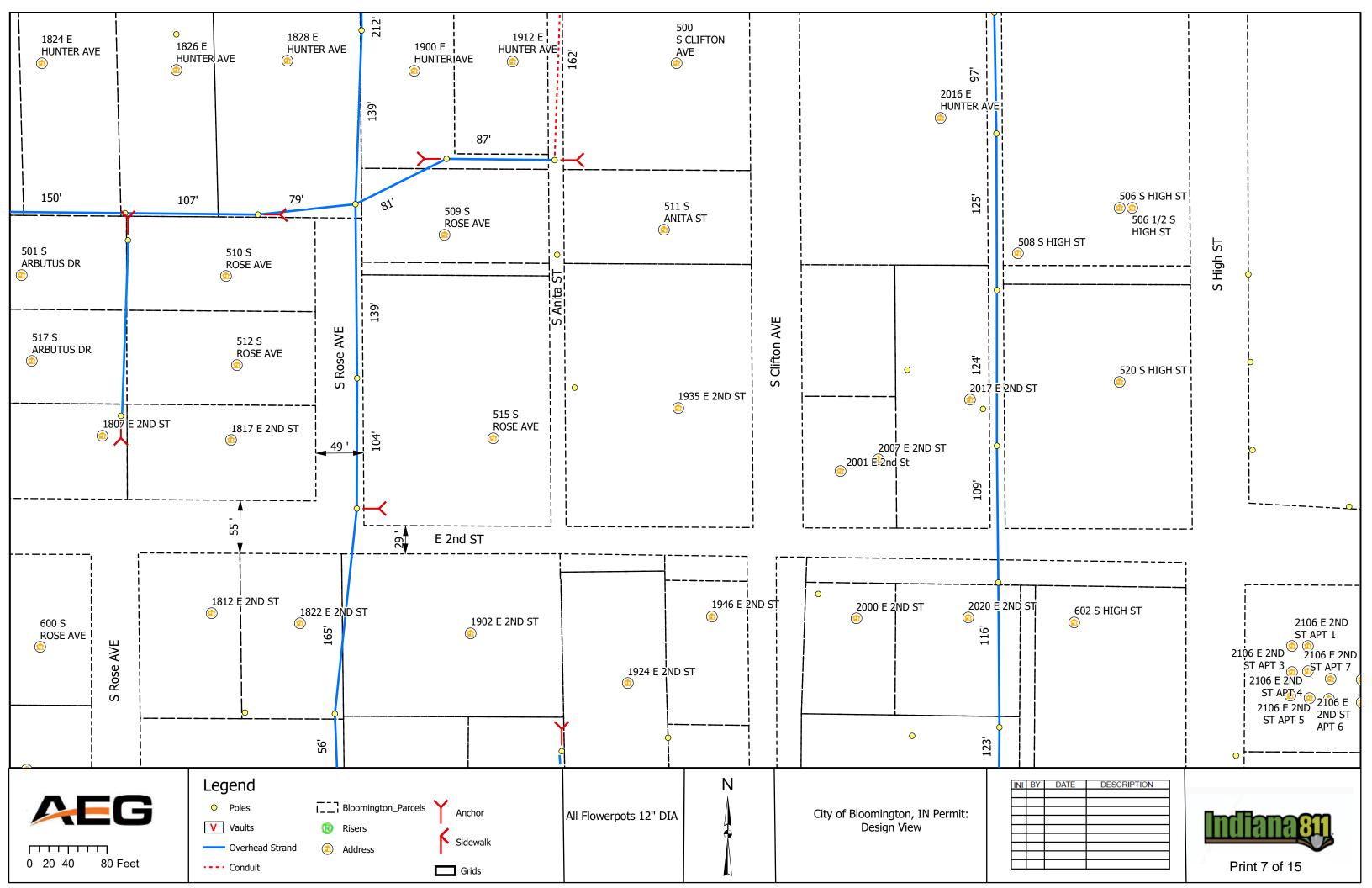


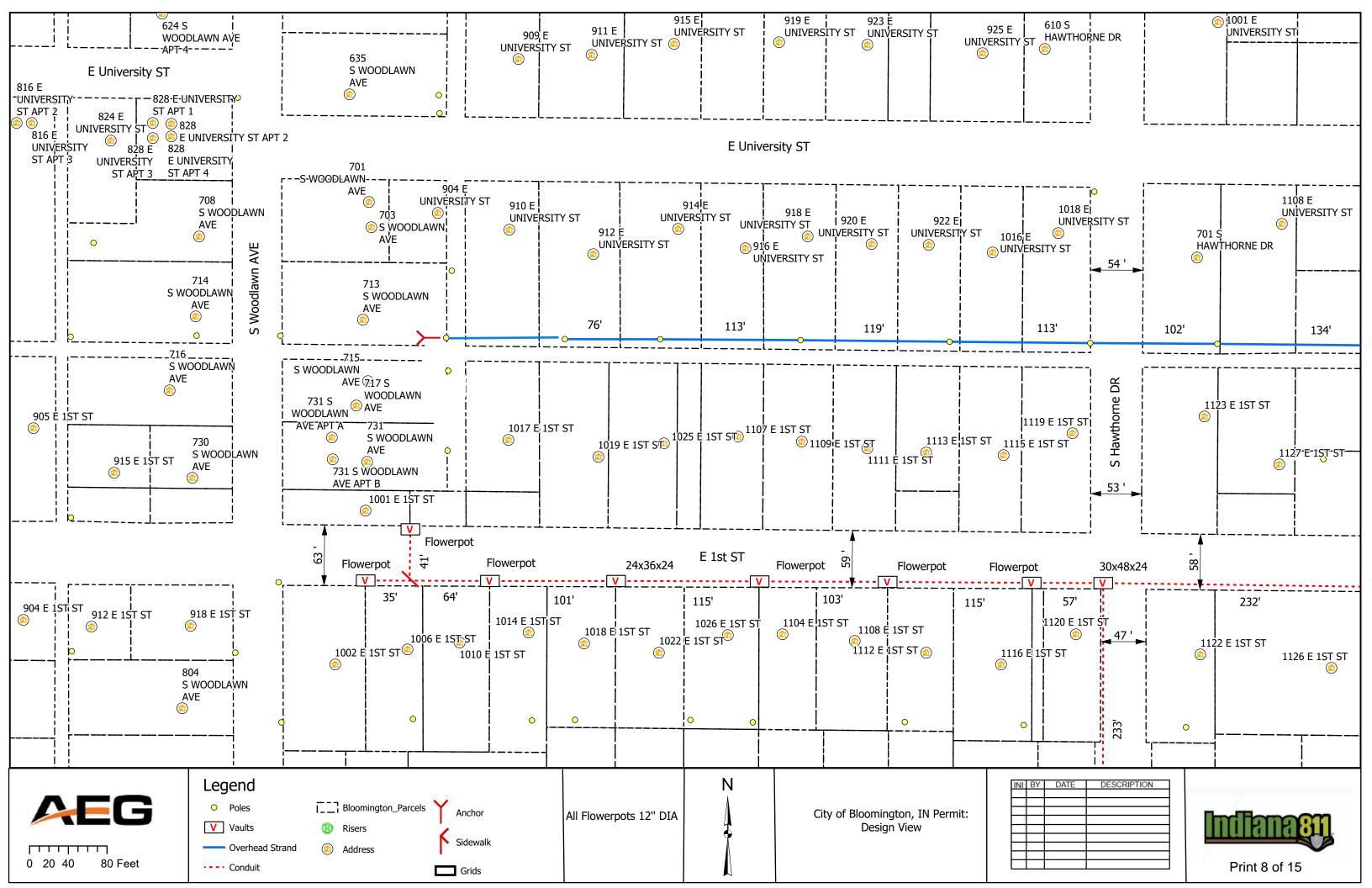


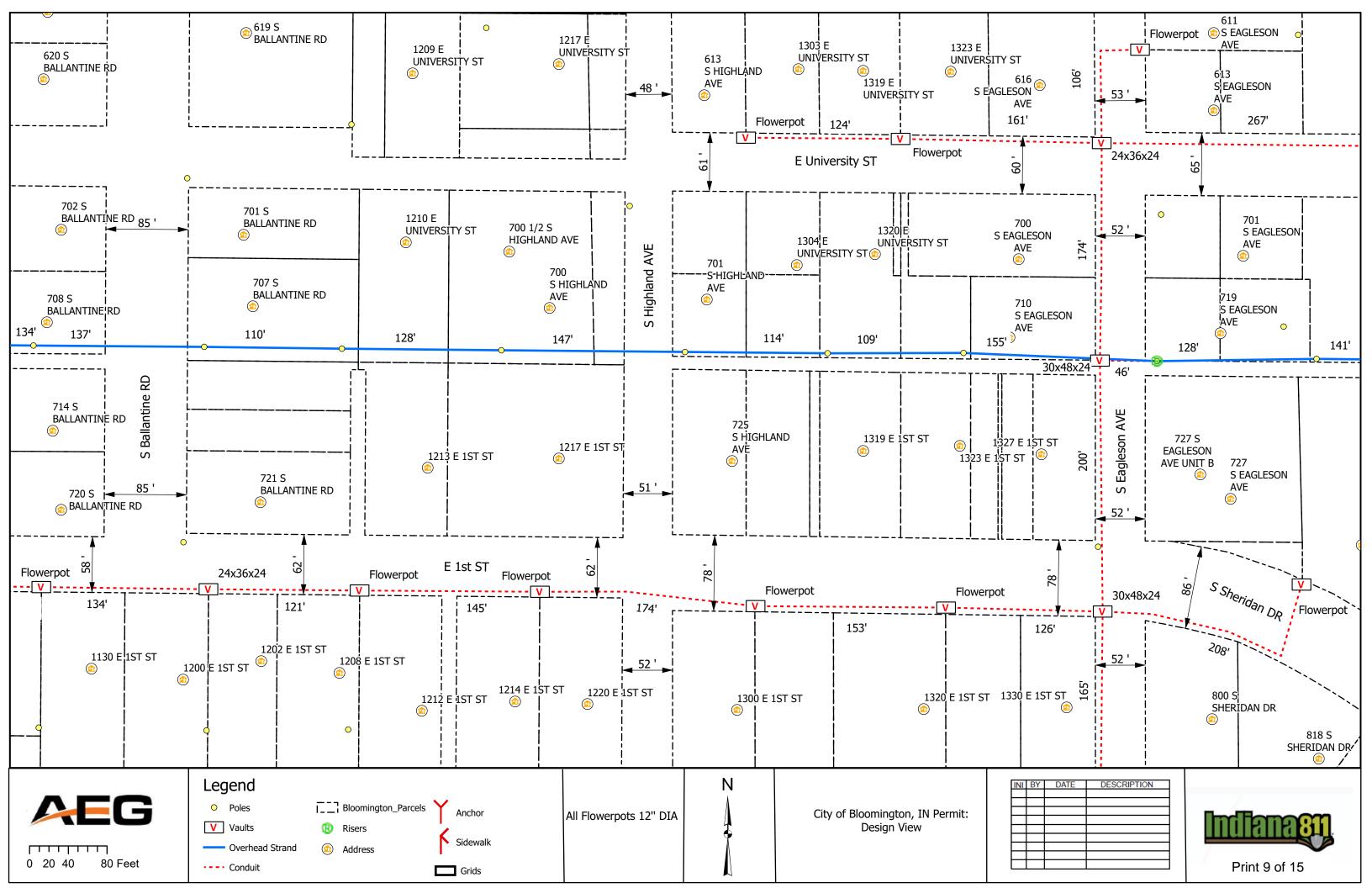


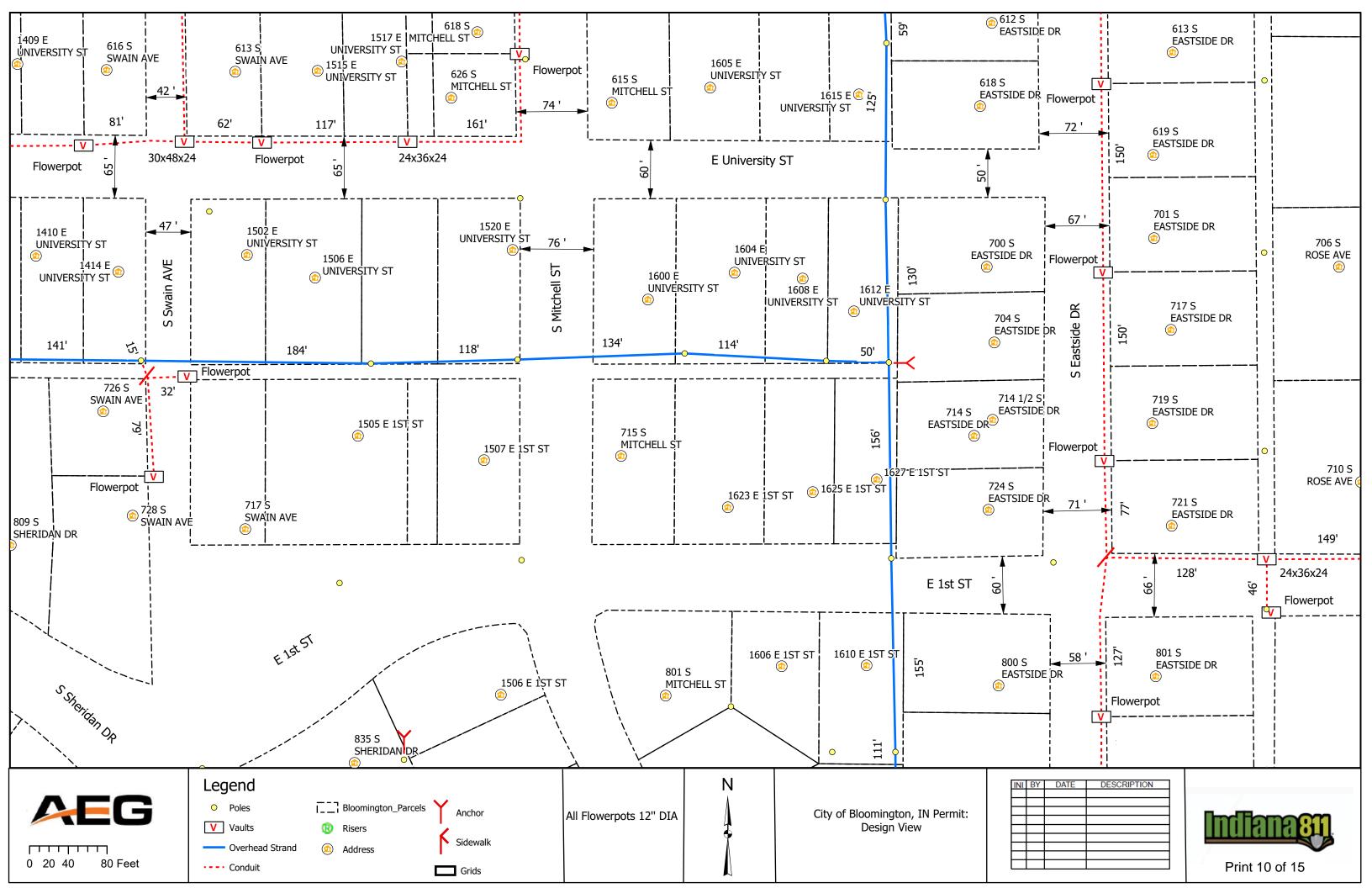


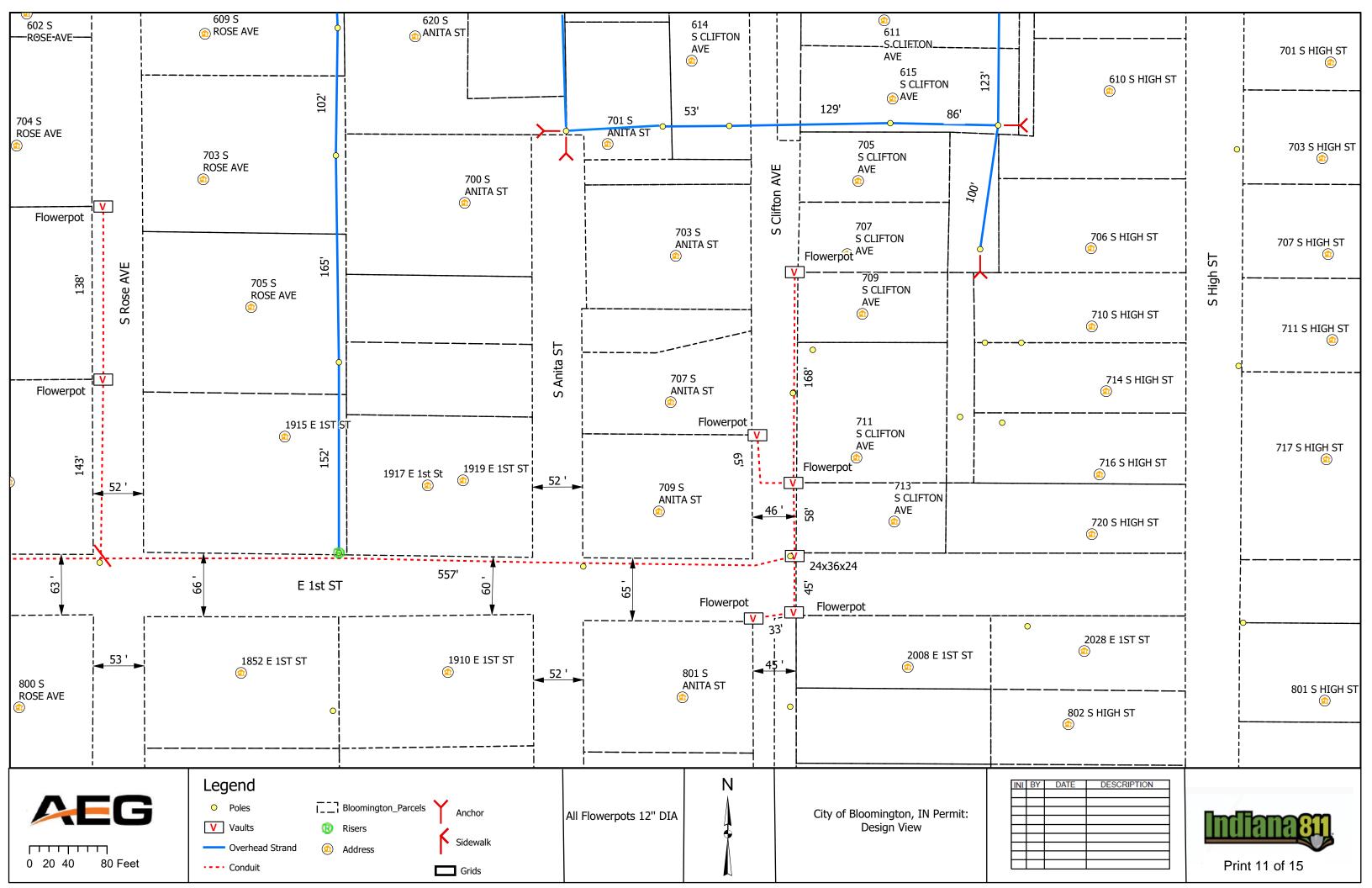


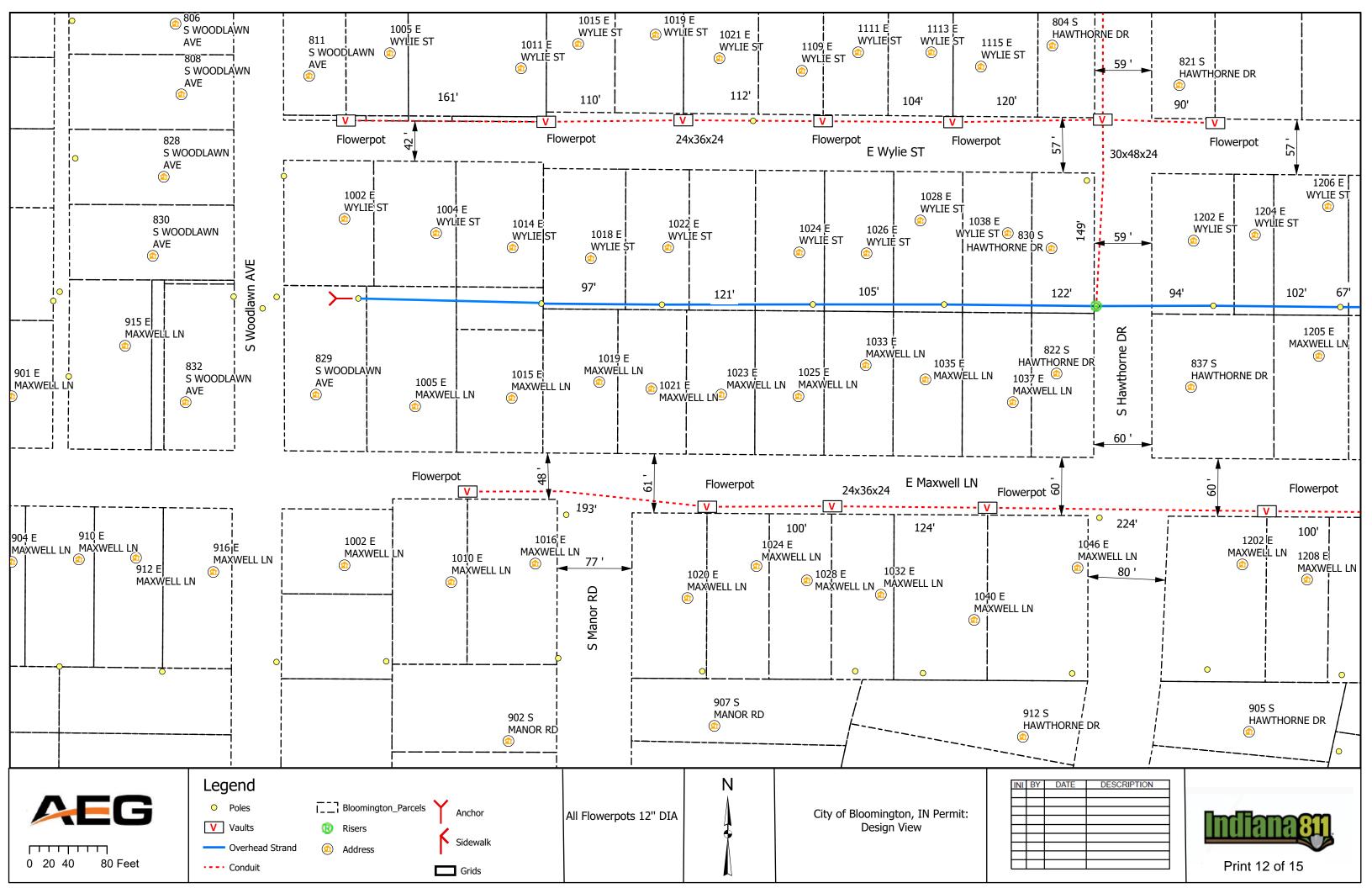


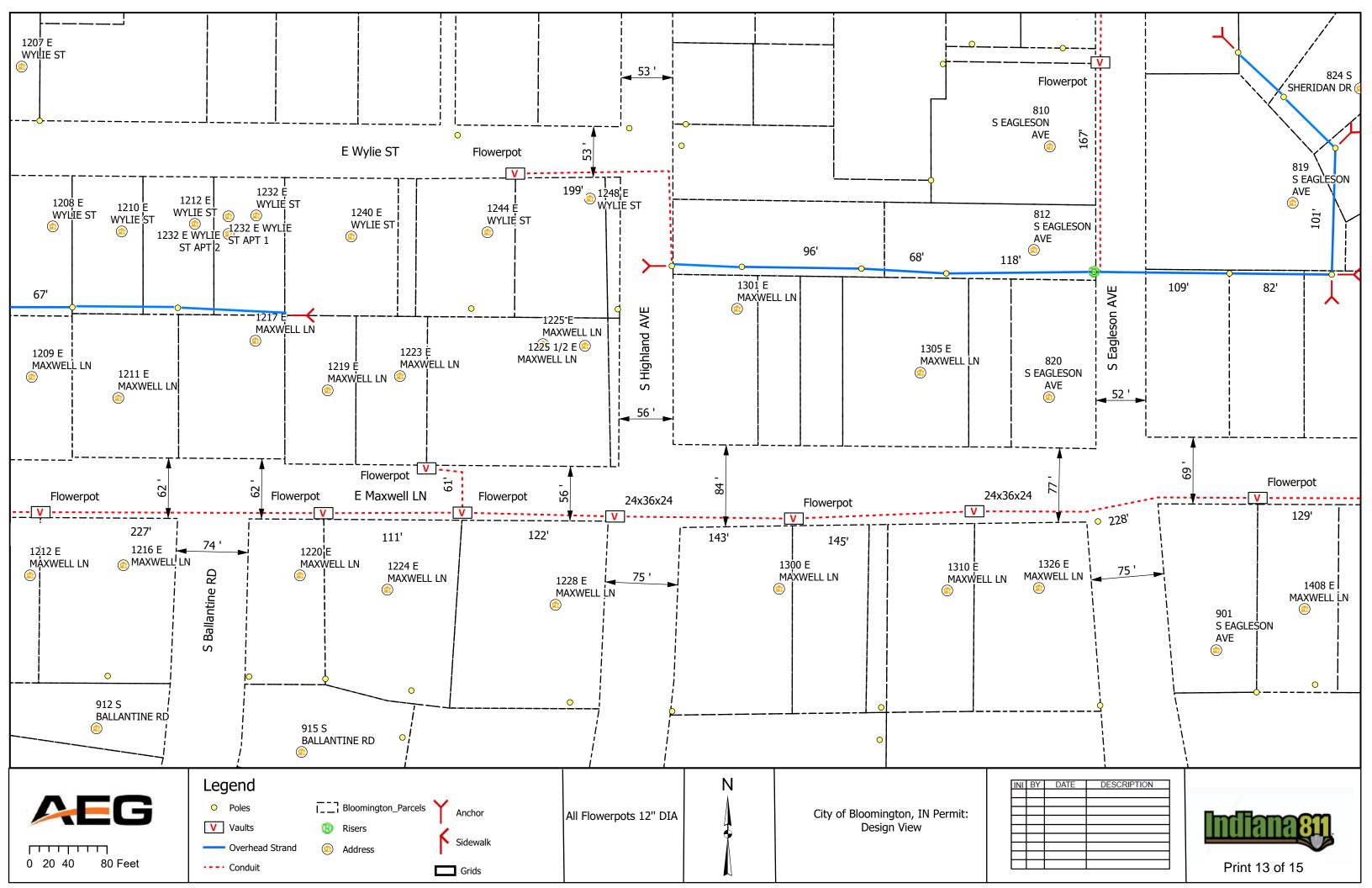


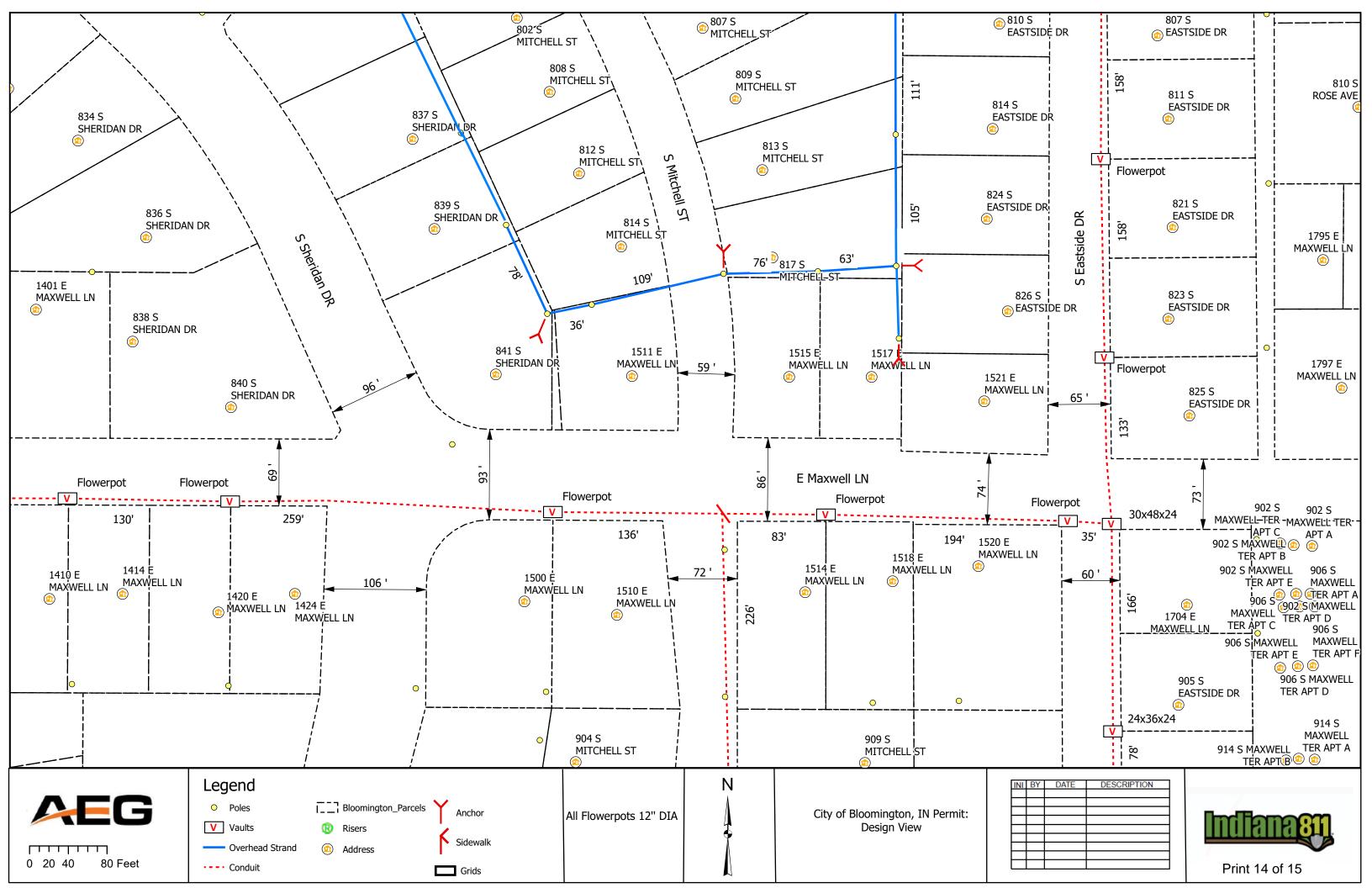


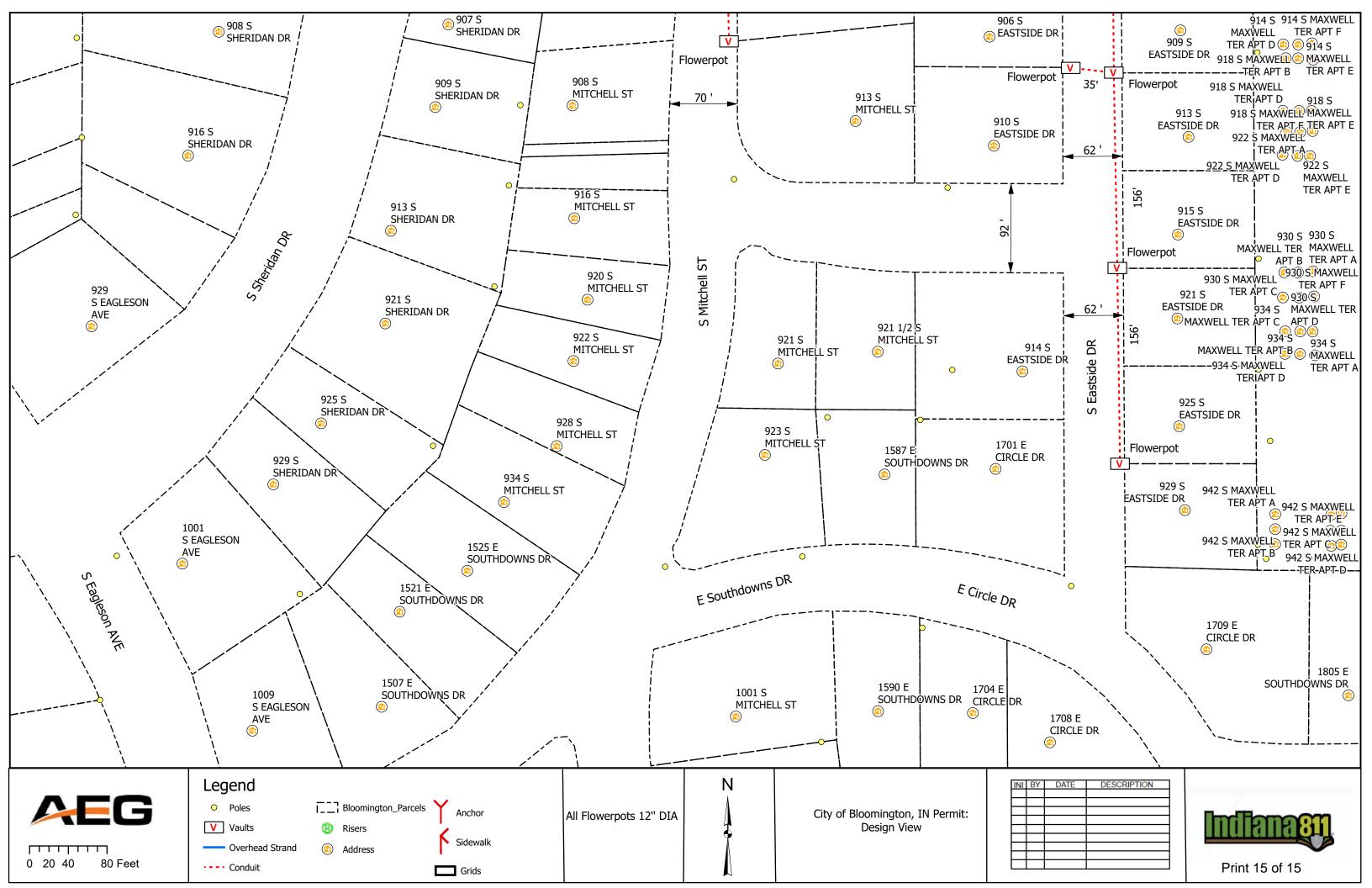












**RUS** Listed

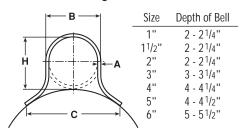
## Carlon PV-Mold Nonmetallic Pole Riser System

Carlon PV-Mold is a nonmetallic pole riser system designed to protect communications power cable installed on poles.

#### Features:

- Meets or exceeds requirements outlined in the National Electric Safety Code (NESC).
- Designed in accordance with NEMA TC-19 specifications.
- Ultraviolet, cold temperature and corrosive atmosphere resistant.
- Schedule 40 wall meets Schedule 80 PVC conduit impact requirements per NEMA TC-19.
- No grounding required.
- Belled end fits over each added section or conduit.
- · Flame retardant.
- Requires no maintenance.
- PV-Mold acts as an insulator against electrical shock.
- Interchangeable parts and accessories to match the needs of specific requirements.

#### Flanged Overall Length 10 Feet, Including Bell



Slots are 1/2" from side to side, and allow for expansion and contraction.

Slot Dimensions: for sizes 2" through 6" are  $^{5}/_{16}$ " wide,  $^{3}/_{4}$ " long.

Slot Dimensions: for 1" and  $1^{1/2}$ " are 3/16" wide, 3/4" long.

Slot Spacing: 18" from center, beginning 6" from end.





Steel U-Guard requires grounding strapping and does not have belled ends.



PV-Mold has belled ends, flanged design and does not require grounding.

#### **Standard Duty**

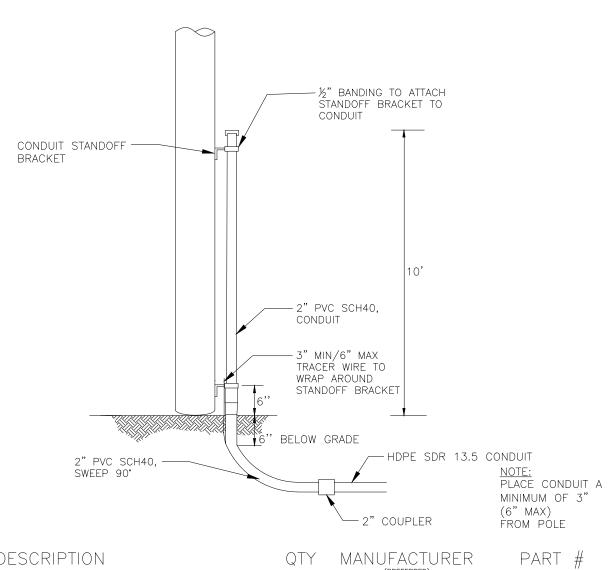
Part No.	Size	Std. Ctn. Qty.	Std. Ctn. Wt. (lbs.)		Dimensi B	ons C	Н	Actual Impact @ 0°C 20 Pound Tup
59208N	1"	294	1059	0.100"	15/8"	23/8"	15/8"	40 FtLbs.
59211N	2"	136	726	0.100"	23/8"	41/2"	23/8"	100 FtLbs.
59211X (5' length)	2"	136	363	0.100"	23/8"	41/2"	23/8"	100 FtLbs.
59213N	3"	66	761	0.150"	31/2"	6''	31/2"	110 FtLbs.
59213X (5' length)	3"	66	381	0.150"	31/2"	6"	31/2"	100 FtLbs.
59215N	4"	65	910	0.150"	41/2"	6 <sup>1</sup> /2"	41/2"	110 FtLbs.
59216N	5"	30	515	0.150"	51/2"	71/2"	51/2"	110 FtLbs.

#### **Heavy Duty Schedule 40**

	·							
59010N	11/2"	200	1142	0.145"	129/32"	31/2"	129/32"	100 FtLbs.
59011N	2"	136	1214	0.154"	2 3/8"	41/2"	23/8"	150 FtLbs.
59013N	3"	66	937	0.216"	31/2"	6''	3 9/32"	150 FtLbs.
59015N	4''	65	1621	0.237"	41/2"	61/2"	41/2"	260 FtLbs.
59015X (5' length)	4"	65	707	0.237"	41/2"	61/2"	41/2"	260 FtLbs.
59016N	5"	30	870	0.258"	51/2"	71/2"	51/2"	260 FtLbs.
59017N	6"	30	1160	0.280"	65/8"	83/4"	6 <sup>5</sup> /8"	260 FtLbs.

#### Extra Heavy Duty Schedule 80

59411N	2"	136	1549	0.218"	23/8"	41/2"	23/8"	300 FtLbs.
59413N	3"	66	1495	0.030"	31/2"	6''	31/2"	525 FtLbs.



DESCRIPTION	QTY	MANUFACTURER (PREFERRED)	PART #
SCREW, LAG, 1/2" x 4-1/2"	10		
HDPE SDR 13.5 CONDUIT, VARIOUS SIZES	N/A		
2" PVC SCH40, RISER PIPE	1		
#12 TRACER WIRE	N/A		
2" PVC SCH40, SWEEP, 90 DEG	1		
CONDUIT STANDOFF BRACKET	VARIES		
CONDUIT STRAP KIT	VARIES		
2" COUPLER	1		

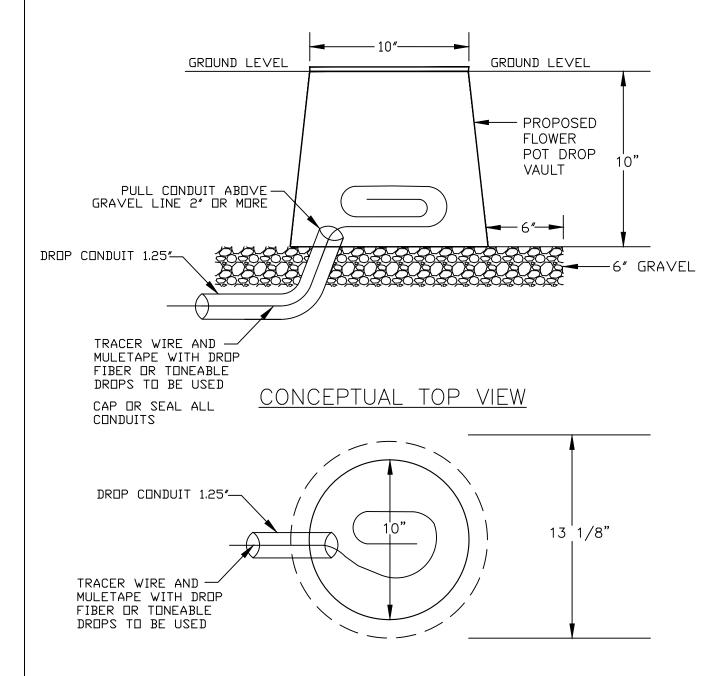


SCALE: NTS

DATE: 02/03/2022 REVISION: CLM TYPICAL RISER CONDUIT WOOD POLE

(R2-W)

#### CONCEPTUAL SIDE VIEW



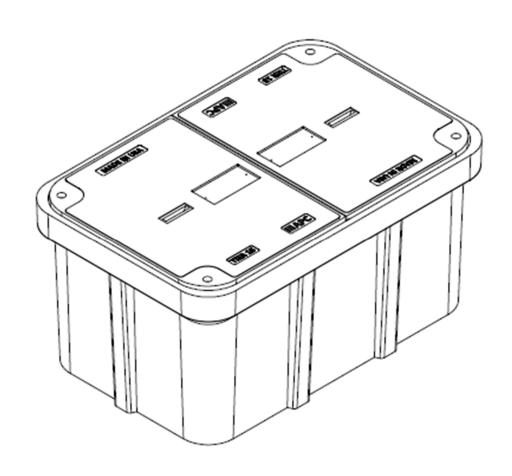


FLOWER POT

## 30"x48" PC UNIT, 2PC TIER 15/22 18", 24", and 36" HEIGHT



### AMERICAN POLYMER COMPANY



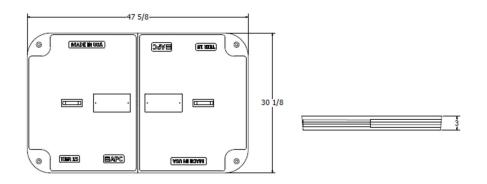
Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit - TIER 15	30"×48"×18"	Tier 15	P304818HU15	460 lbs.
PC Unit - TIER 22	30"×48"×18"	Tier 22	P304818HU22	525 lbs.
PC Unit - TIER 15	30"×48"×24"	Tier 15	P304824HU15	510 lbs.
PC Unit - TIER 22	30"×48"×24"	Tier 22	P304824HU22	575 lbs.
PC Unit - TIER 15	30"×48"×36"	Tier 15	P304836HU15	615 lbs.
PC Unit - TIER 22	30"×48"×36"	Tier 22	P304836HU22	680 lbs.

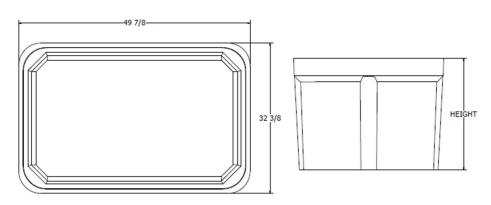


## 30"x48" PC UNIT, 2PC TIER 15/22 18", 24", and 36" HEIGHT



### AMERICAN POLYMER COMPANY





Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	30"×48"×18"	Tier 22	P304818B22	185 lbs.
Replacement Box	30"×48"×24"	Tier 22	P304824B22	235 lbs.
Replacement Box	30"×48"×36"	Tier 22	P304836B22	340 lbs.
Replacement Lids — T15	30"x48" (half)	Tier 15	Various	150 lbs.
Replacement Lids - T22	30"x48" (half)	Tier 22	Various	170 lbs.

#### Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread

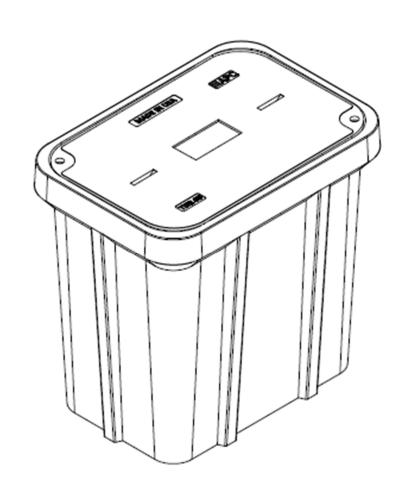




## 24"x36" PC UNIT, TIER 15/22 18", 24", 30", and 36" HEIGHT



### AMERICAN POLYMER COMPANY



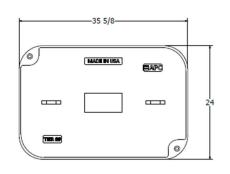
Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit - TIER 15	24×36"×18"	Tier 15	P243618U15	335 lbs.
PC Unit - TIER 22	24×36"×18"	Tier 22	P243618U22	355 lbs.
PC Unit - TIER 15	24×36 <b>"</b> ×24"	Tier 15	P243624U15	365 lbs.
PC Unit - TIER 22	24×36"×24"	Tier 22	P243624U22	385 lbs.
PC Unit - TIER 15	24×36"×30"	Tier 15	P243630U15	395 lbs.
PC Unit - TIER 22	24×36"×30"	Tier 22	P243630U22	415 lbs.
PC Unit - TIER 15	24×36"×36"	Tier 15	P243636U15	425 lbs.
PC Unit - TIER 22	24×36"×36"	Tier 22	P243636U22	445 lbs.



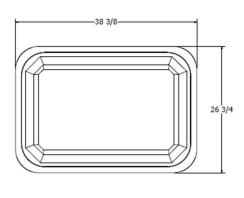
## 24"x36" PC UNIT, TIER 15/22 18", 24", 30", and 36" HEIGHT

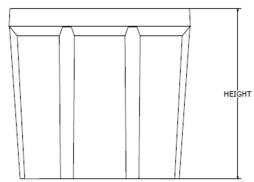


#### AMERICAN POLYMER COMPANY









Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	24"x36"x18"	Tier 22	P243618B22	165 lbs.
Replacement Box	24"x36"x24"	Tier 22	P243624B22	195 lbs.
Replacement Box	24"x36"x30"	Tier 22	P243630B22	225 lbs.
Replacement Box	24"x36"x36"	Tier 22	P243636B22	255 lbs.
Replacement Lids - T15	24"×36"	Tier 15	Various	170 lbs.
Replacement Lids - T22	24 <b>"</b> ×36 <b>"</b>	Tier 22	Various	190 lbs.

#### Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread



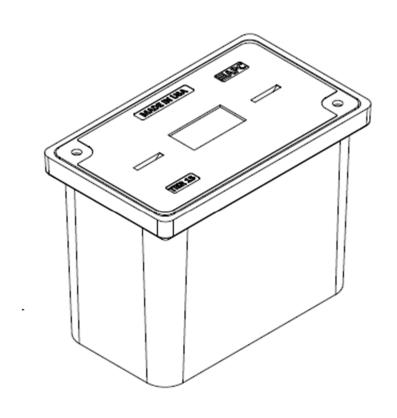


www.apcunderground.com

## 17"x30" PC UNIT, TIER 15/22 12", 18", 24", and 30" HEIGHT



### AMERICAN POLYMER COMPANY



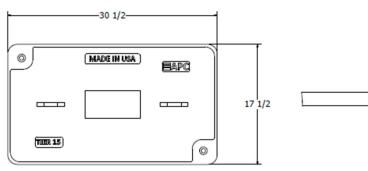
Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit - TIER 15	17"x30"x12"	Tier 15	P173012U15	138 lbs.
PC Unit - TIER 22	17"x30"x12"	Tier 22	P173012U22	147 lbs.
PC Unit - TIER 15	17"x30"x18"	Tier 15	P173018U15	172 lbs.
PC Unit - TIER 22	17"x30"x18"	Tier 22	P173018U22	181 lbs.
PC Unit - TIER 15	17"x30"x24"	Tier 15	P173024U15	192 lbs.
PC Unit - TIER 22	17"x30"x24"	Tier 22	P173024U22	201 lbs.
PC Unit - TIER 15	17"x30"x30"	Tier 15	P173030U15	217 lbs.
PC Unit - TIER 22	17"x30"x30"	Tier 22	P173030U22	226 lbs.



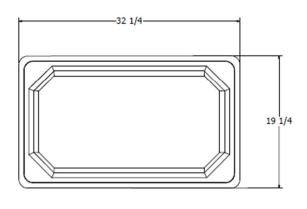
## 17"x30" PC UNIT, TIER 15/22 12", 18", 24", and 30" HEIGHT

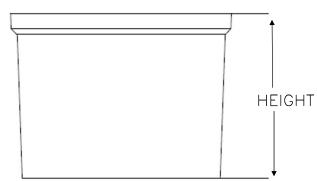


#### AMERICAN POLYMER COMPANY









Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	17"×30"×12"	Tier 22	P173012B22	66 lbs.
Replacement Box	17"×30"×18"	Tier 22	P173018B22	100 lbs.
Replacement Box	17"×30"×24"	Tier 22	P173024B22	120 lbs.
Replacement Box	17"×30"×30"	Tier 22	P173030B22	145 lbs.
Replacement Lids — T15	17"×30"	Tier 15	Various	72 lbs.
Replacement Lids — T22	17"×30"	Tier 22	Various	81 lbs.

#### Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread

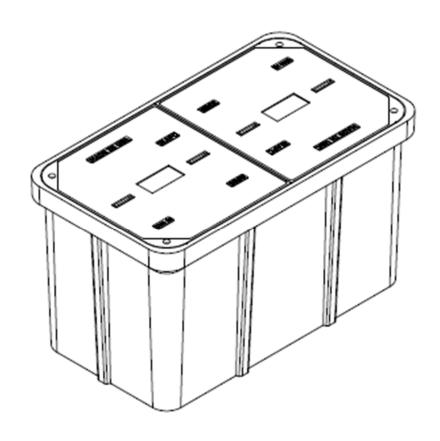




## 33"x60" PC UNIT, 2PC TIER 15/22 36" HEIGHT



### AMERICAN POLYMER COMPANY



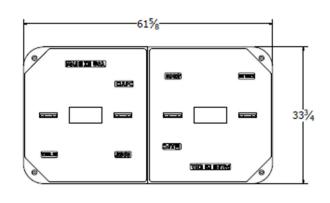
Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit - TIER 15	33"x60"x36"	Tier 15	P336036U15	930 lbs.
PC Unit - TIER 22	33"×60"×36"	Tier 22	P336036U22	1030 lbs.



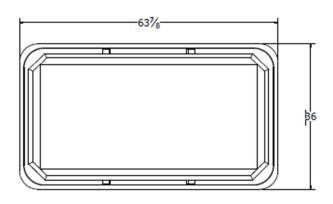
## 33"x60" PC UNIT, 2PC TIER 15/22 36" HEIGHT

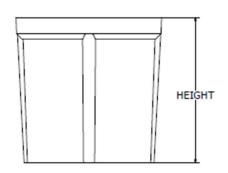


### AMERICAN POLYMER COMPANY









Components	Nominal Size	Nominal Size ANSI Tier		Estimated Weight
Replacement Box	33"×60"×36"	Tier 22	P336036B22	530 lbs.
Replacement Lids — T15	33"x60" (half)	Tier 15	Various	200 lbs.
Replacement Lids — T22	33"x60" (half)	Tier 22	Various	250 lbs.

#### Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread





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	Spacing Charts Based on MUTCD Must be Approved by an Engineer							
		SIGN SPA	CING, FT.	BUFFER SPACE, FT.	TAF LENG			ANNELIZING ACING, FT.
	Speed (MPH) Prior To Road Work	Non-Divided Highways	Divided Highways	Length	Shoulder (10 ft Width)	Lane (12 ft Width)	Through Taper	Through Buffer/Work Area
	0-35	200	200	250	70	245	35	50
	40-45	350	500	360	150	540	40	80
	50-55	500	1000	495	185	660	50	100
	60-70	SA-1000, SB-1	500, SC-2640	730	235	840	60	120
Urban Low Speed - 100 FT								
Legend								
	Conduit							
	— Overhead Strand							

APPROVED/ACCEPTED BY:
ENGINEER, OWNER, or PRIME CONTRACTOR
Check for Notice to Proceed.
BLC01b-F14 - E University St - TCP1

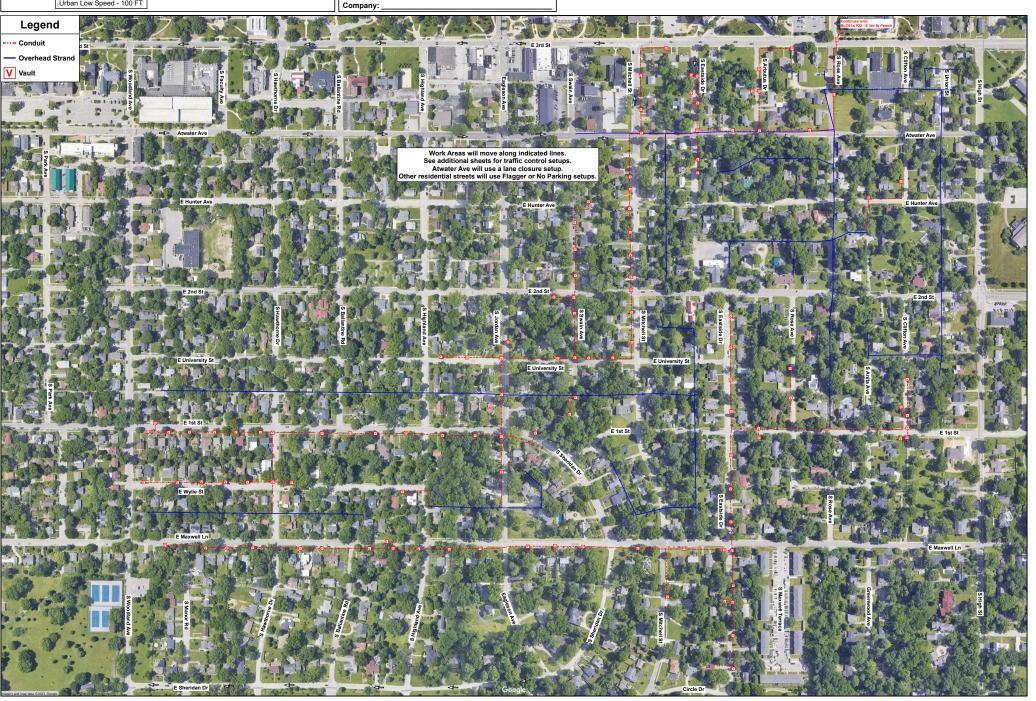
	BLC01b-F14 - E	University	St - TCP1	
Signature	:			
Company				

Date: 2/10/2023 Project: BLC01b-F14 - E University St - TCP1:
: Traffic Control Suggestion For: AEG :
By: Road Runner Safety Services, Inc.: Nathan

#### Comments:

Drawing not to scale. Traffic control plan must be approved by an engineer. This is a suggestion only. Road Runners Safety Services, Inc. has no liability for this suggested traffic control plan. Actual placement and spacing of all traffic control devices will depend on field conditions and must conform to MUTCD standards.





Speed (MPH) Prior To Road Work 0-35 40-45 50-55 60-70	Non Divided Divided	TICD   Must be Approved by an Engineer	APPROVED/ACCEPTED BY: ENGINEER, OWNER, or PRIME CONTRACTOR Check for Notice to Proceed. BLC01b-F14 - E University St - TCP2  Signature: Company:	Road Runner	Date: 2/10/2023 Project: B: Traffic Control Suggest By: Road Runner Safety Secomments: Drawing not to scale. Traffic only. Road Runners Safety Sectual placement and spacimust conform to MUTCD states.	control plan must Services, Inc. has ng of all traffic con	iversity St - TCP2 : nan be approved by an engineer. To liability for this suggested truly devices will depend on field	This is a suggestion affic control plan.
TOUS TRUCTON ANEAD CONSTRUCTON ANEAD CONSTRUCTON ANEAD CONSTRUCTON ANEAD CONSTRUCTON	CLOSED CLOSED ANEAD ANEAD	Lane Closure  NOLICINALISHOS DYON  ROAD CONSTRUCTION AVEAU	setup to be used on Atwater Ave	COORDINATE OF THE PROPERTY OF	CONSTRUCTION  CONSTRUCTION  CONSTRUCTION  CONSTRUCTION		d Construction Ahead s on all side streets with dewalk Closed Ahead C to be placed at neare	in work area. ross Here signs
	OUTO-PRESINGO OFFE P	OVER OVER ON THE PROPERTY OF T	OCONSTRUCTION AVELOGO  OCONSTRUCTION  OCONSTRUCTION	ANESO ANES ANES ANES ANES ANES ANES ANES ANES	No Parking of State Construction of State Co	Setup to be us S Mitchell St ar	eed on one way sections and S Eastside Dr	END CONSTRUCTION
WILCOME BOARD STATE OF THE STAT	E ADO	SIDEWALK CLOSED  NOLLONALSNOOD  ONS  ONS  ONE  COORS WHE  COORS WH	AND	residential 2 way	y streets.	SIDEWALK CLOSED	COMSTRUCTON	CONF. LAWE TOWNER, CACOTO TOWNER, CACOTO TO



# CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

**☑** ROW EXCAVATION **☑** ROW USE

ADDRESS OF ROW ACTIVITY: E University St

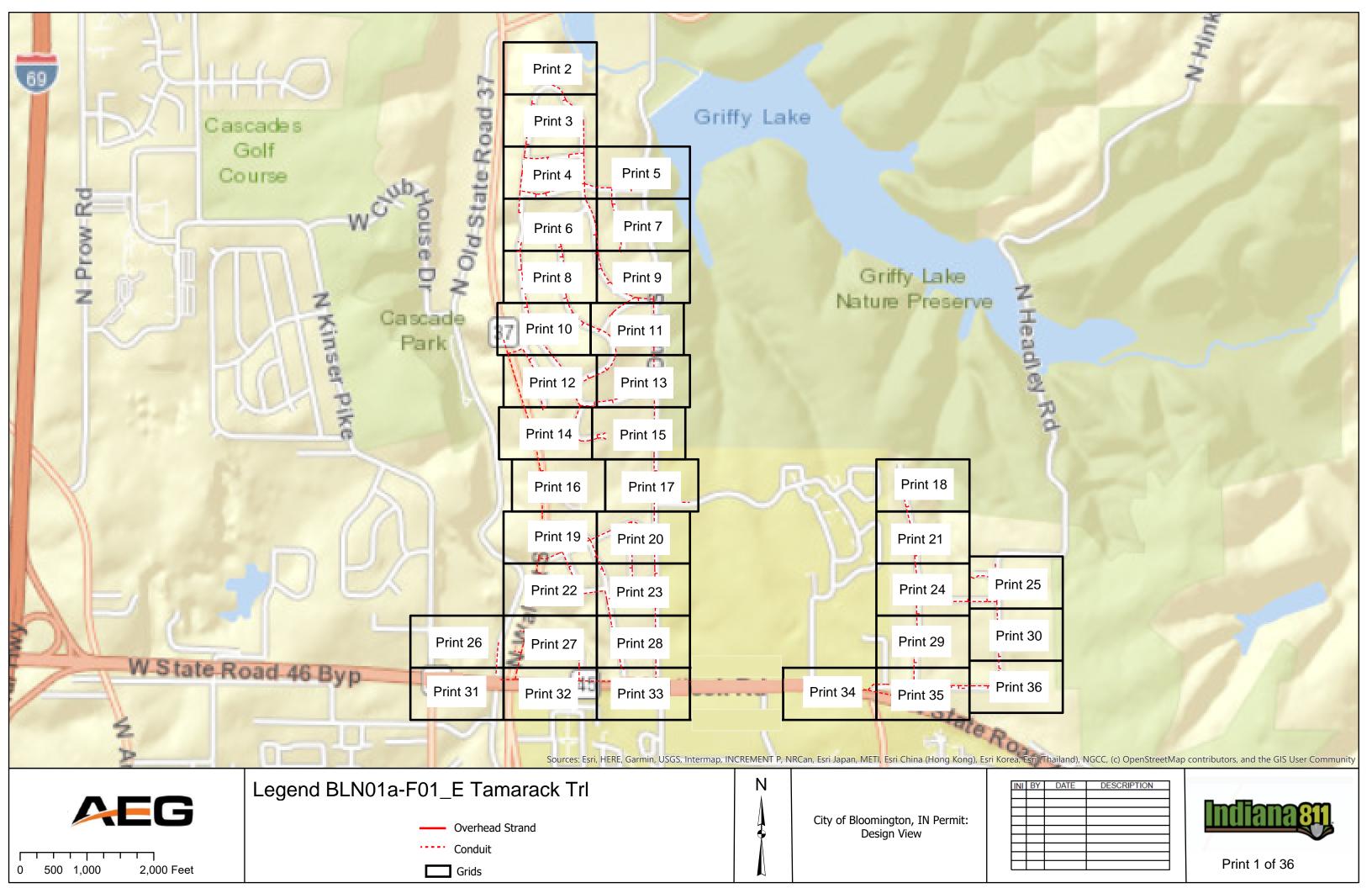
401 N Morton Street, Suite 130 P.O. Box 100 Bloomington, IN 47402

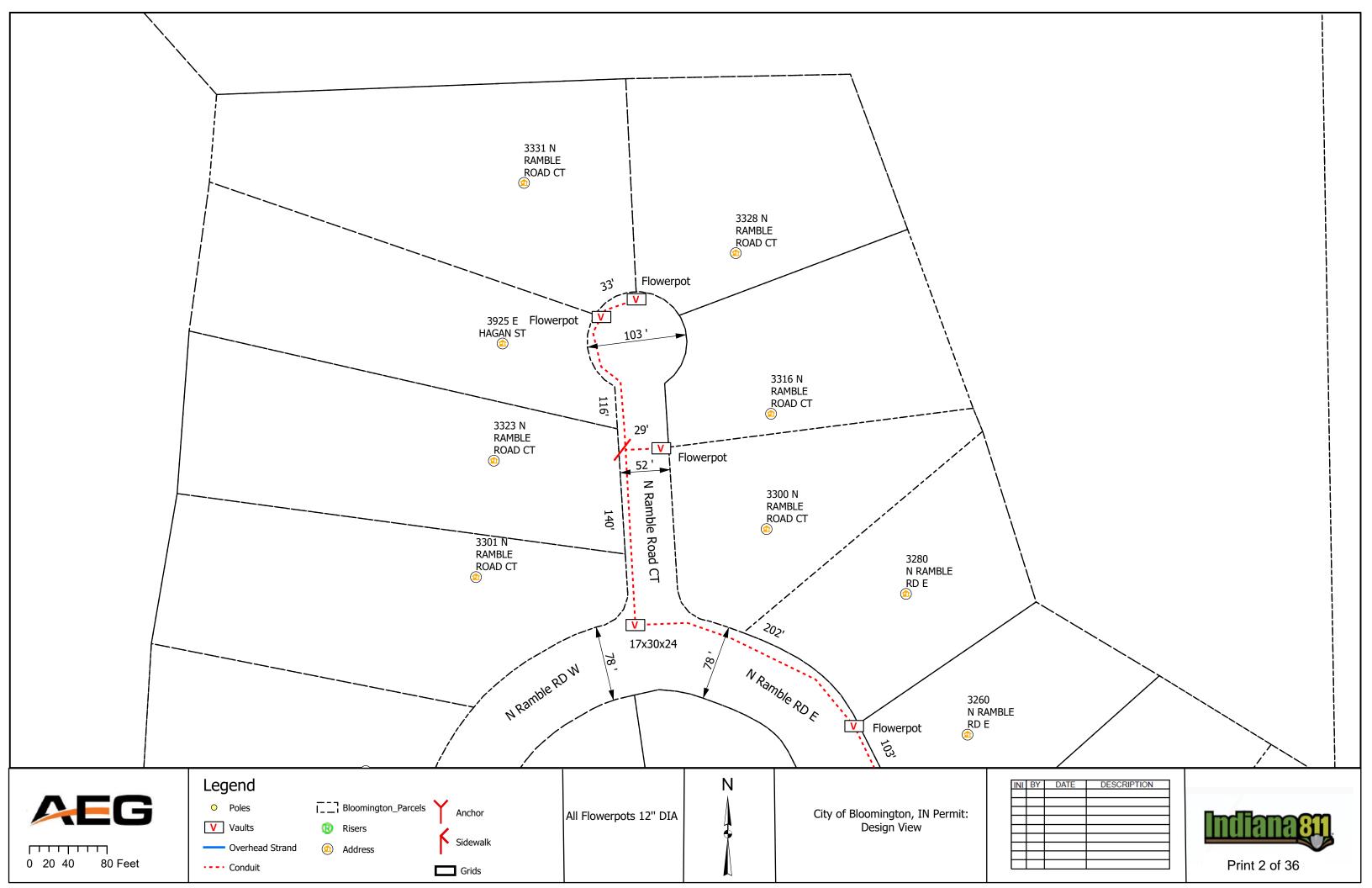
Phone: (812) 349-3913 Fax: (812) 349-3520

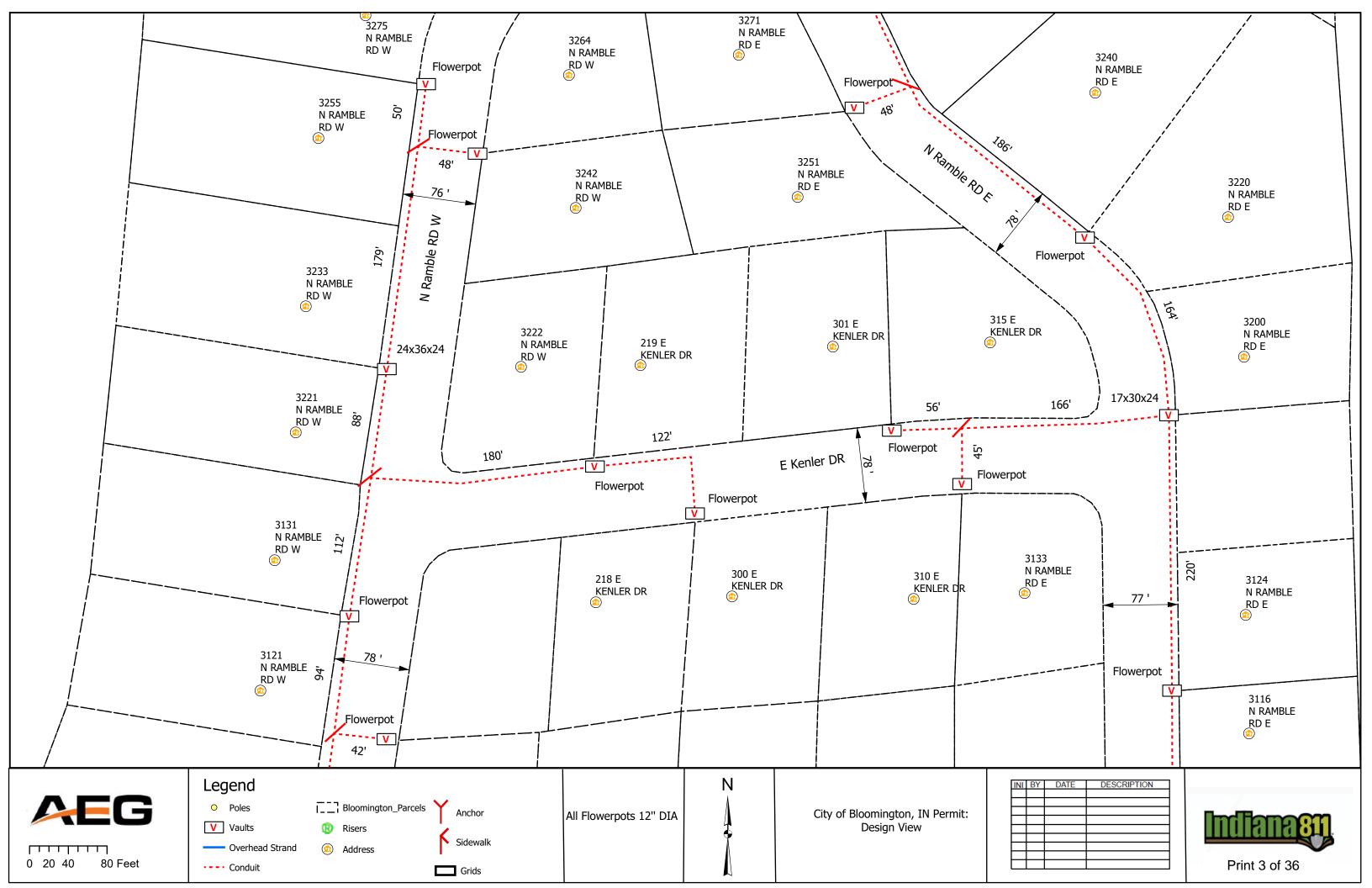
Email:

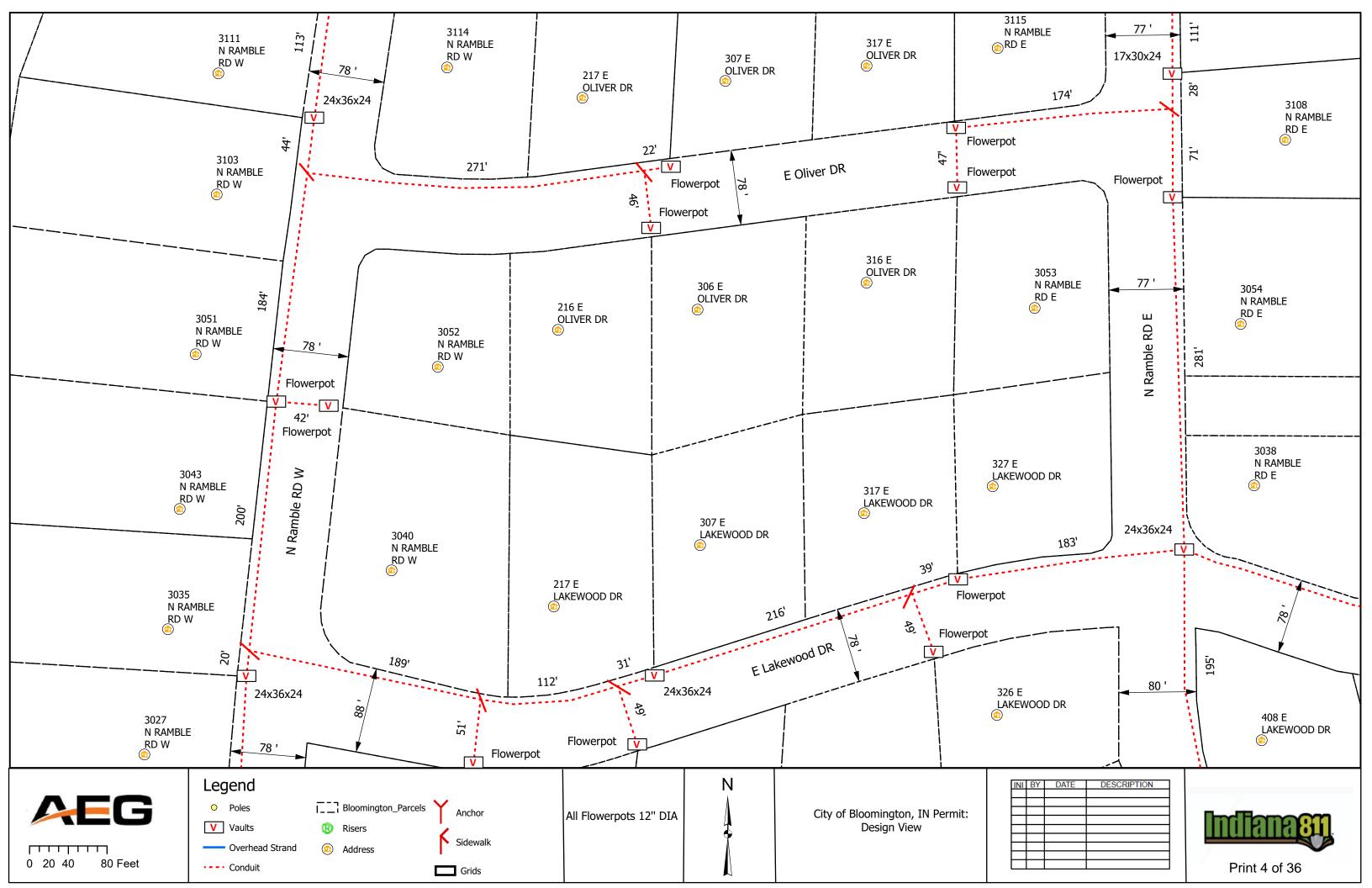
engineering@bloomington.in.gov

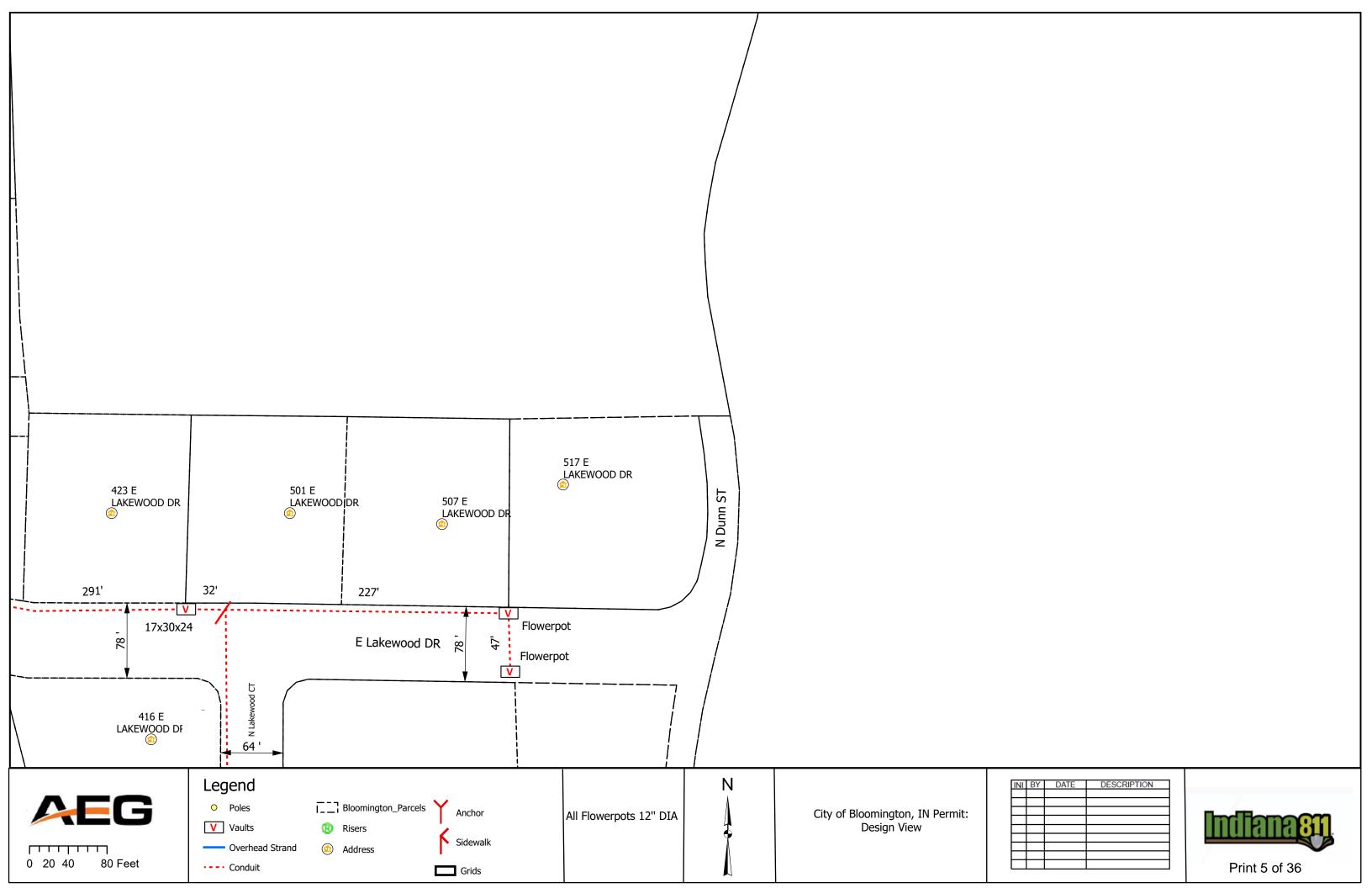
ADDRESS OF NOW ACTIVITY. E OHIVER	<u> </u>
A. APPLICANT/AGENT INFORMATION:	D. TRAFFIC CONTROL DEVICES*:
APPLICANT NAME: Bret Simons	☑ CONES ☐ ARROWBOARD
E-MAIL: bret.simons@aeg.cc	☐ LIGHTED BARRELS ☐ TYPE 3 BARRICADES
COMPANY: Atlantic Engineering Group	☑ FLAGGERS □ BPD OFFICER
ADDRESS: P.O. Box 349	*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT)PLAN IS YOUR RESPONSIBILITY AND REQUIRED
CITY, STATE, ZIP: Buford, GA 30515	See page 3 for additional MOT resources; the graph paper can be used for your MOT
24-HR EMERGENCY CONTACT NAME: <u>(706)654-2298</u>	site plan if needed or you can submit a separate sheet  E. METERED PARKING SPACES NEEDED:   N
24-HR CONTACT PHONE #:	IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S)
INSURANCE # <u>*:</u> TB5-691-473497-082 COMPANY:ACORD	APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/
BOND#*: <u>1160465</u> COMPANY: LEXON	moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436
* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED	
**SUBCONTRACTOR INFORMATION**	PROJECT NAME: BLC01b-F14 - E University St
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)	PROJECT #: BLC01b-F14 - E University St
COMPANY NAME:	PROJECT MGR.: Lex Mullins
B. WORK DESCRIPTION:	PROJECT MGR. #: 215-847-8819
□ POD/DUMPSTER □ CRANE □ SCAFFOLDING ☑ CONSTRUCTION USE	*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY  *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY
(EXPLAIN): Excavation	G. EXCAVATIONS:
*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND	
C. RIGHT OF WAY TO BE USED/CLOSED:	*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS
STREET NAME 1: E University St	SQ FT OF NON-PAVEMENT* EXCAVATIONS: 303 Sq Ft  *DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE
1ST INTERSECTING STREET NAME:	LINEAL FT OF BORE*: 16,583 Lineal Ft
2ND INTERSECTING STREET NAME:	*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS
□ ROAD CLOSURE ☑ LANE CLOSURE 1 ☑ 2 □ 3 □	# OF POLE INSTALLATIONS/REMOVAL: N/A
☑ SIDEWALK* □ BIKE LANE □ OTHER	SQ FT OF SIDEWALK RECONSTRUCTION*: N/A
TRANSIT STOP? ☐ Y ☐ N PARKING LANE(S)** ☐ Y ☐ N **non-metered	*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED
START DATE: Mar 3rd END DATE: # OF DAYS*: 30	SQ FT OF SIDEWALK NEW CONSTRUCTION*: N/A
	*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE
STREET NAME 2:	#RESIDENTIAL DRIVEWAY INSTALLATION: N/A
1ST INTERSECTING STREET NAME:	TO SUBMIT A LOCATE REQUEST 24 HRS A DAY,
2ND INTERSECTING STREET NAME:	7 DAYS A WEEK CALL 811 OR 800-382-5544
□ ROAD CLOSURE □□ANE CLOSURE 1 □ 2 □ 3 □ □	Know what's below. Call before you dig.  CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.
□ SIDEWALK* □ BIKE LANE □ □ □ THER	IIS THE LAW.
TRANSIT STOP? ☐ Y ☐ N PARKING LANE(S)** ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	H. INDEMNIFICATION AGREEMENT:
START DATE:# OF DAYS*:	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
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW	<ul> <li>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</li> </ul>
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 P	m right-of-way use pursuant to this permit grant.
STANDARD CLOSURE HOURS 🗹 *NON-STANDARD CLOSURE HOURS 🗖	I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.
REQUESTED CLOSURE HOURS:AMPM	PRINT NAME: Bret Simons
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process	SIGNATURE: Bret Simons
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)	DATE: 2/10/2023
(And to A Prior predinate namnitis)	
For Administration Use Only (applicable to CLOSURE approval)	
Approved By: BPW City	Engineer Director Date:
Staff Representative:Phone#:	Date:

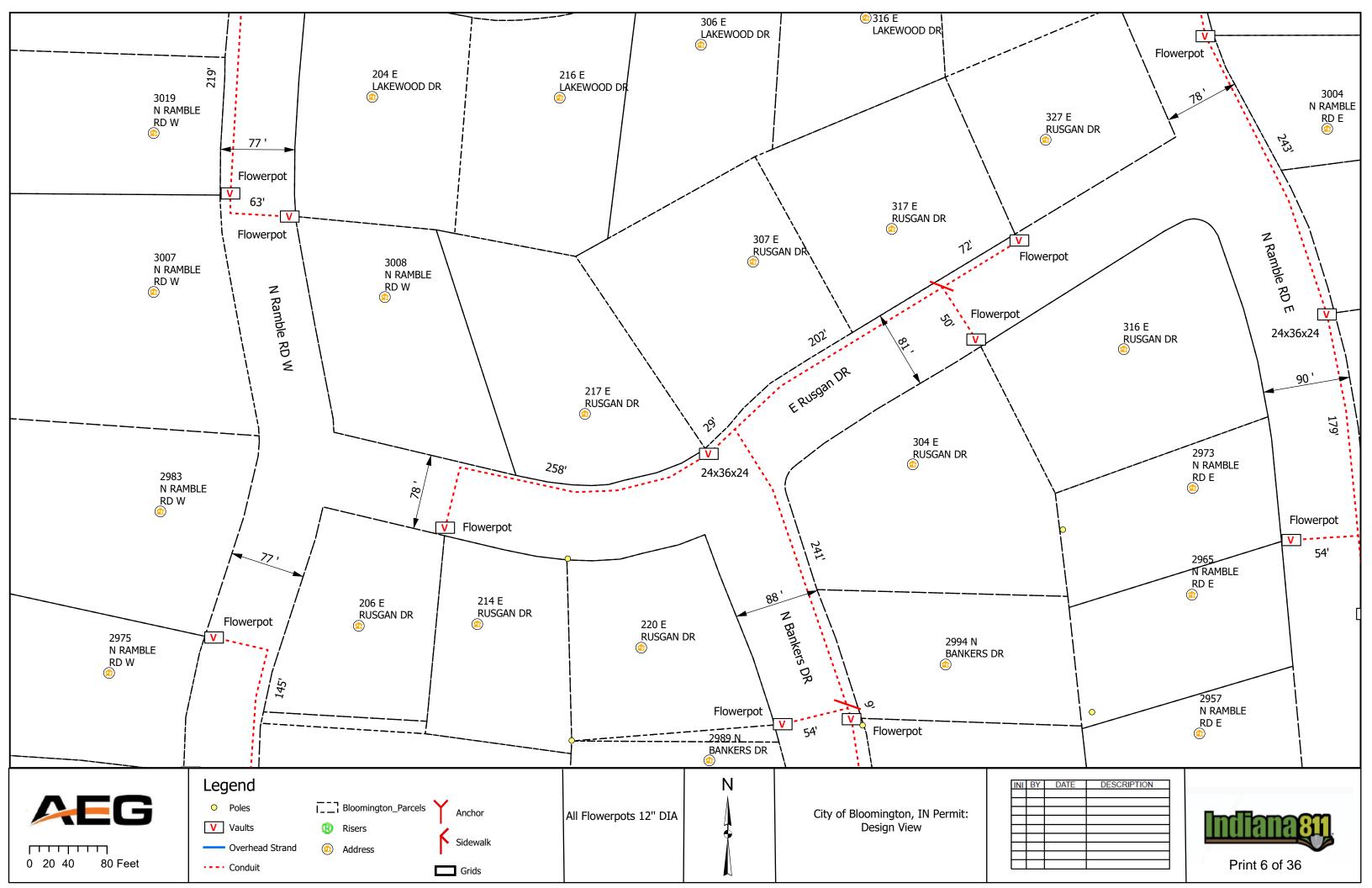


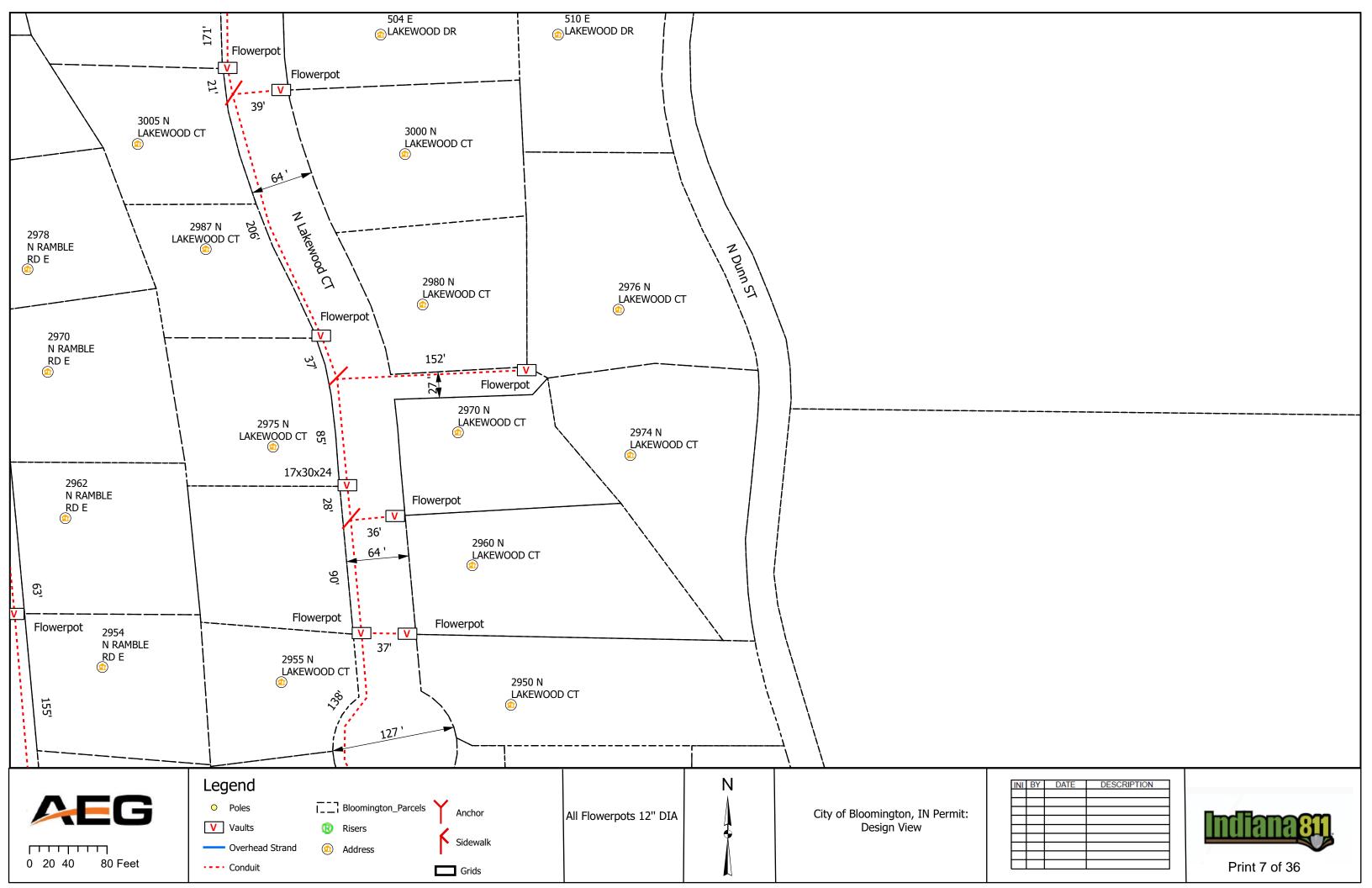


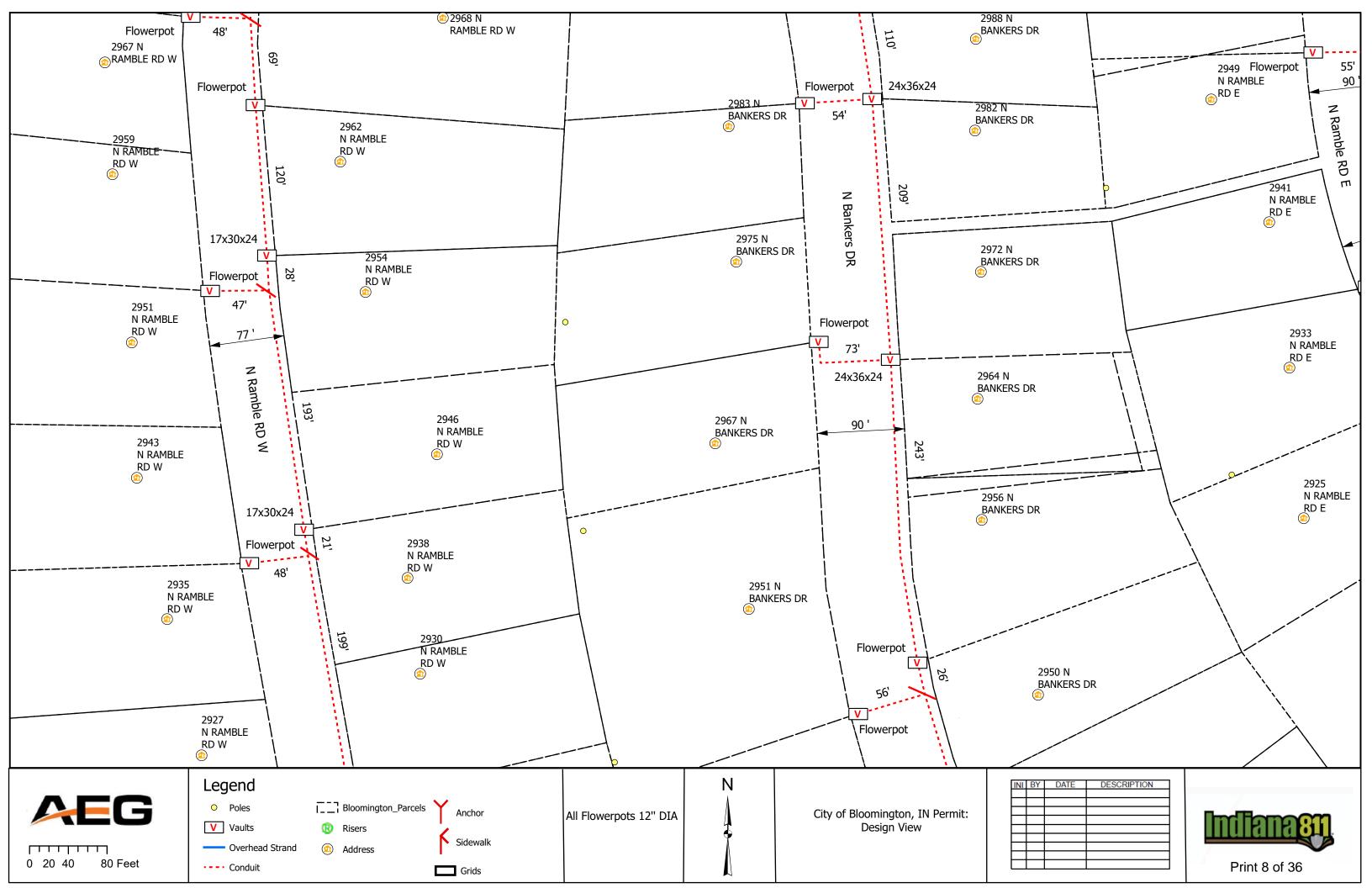


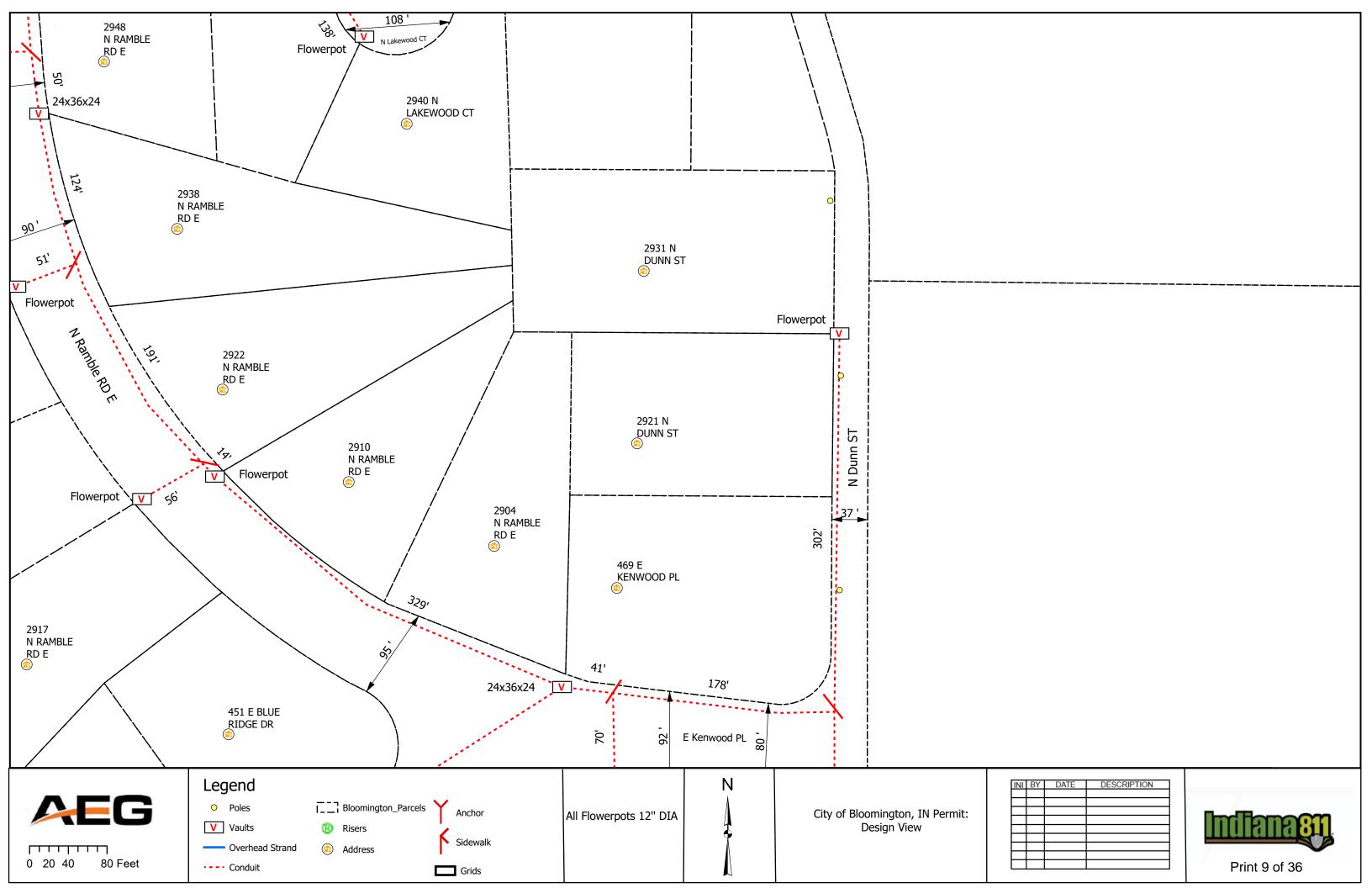


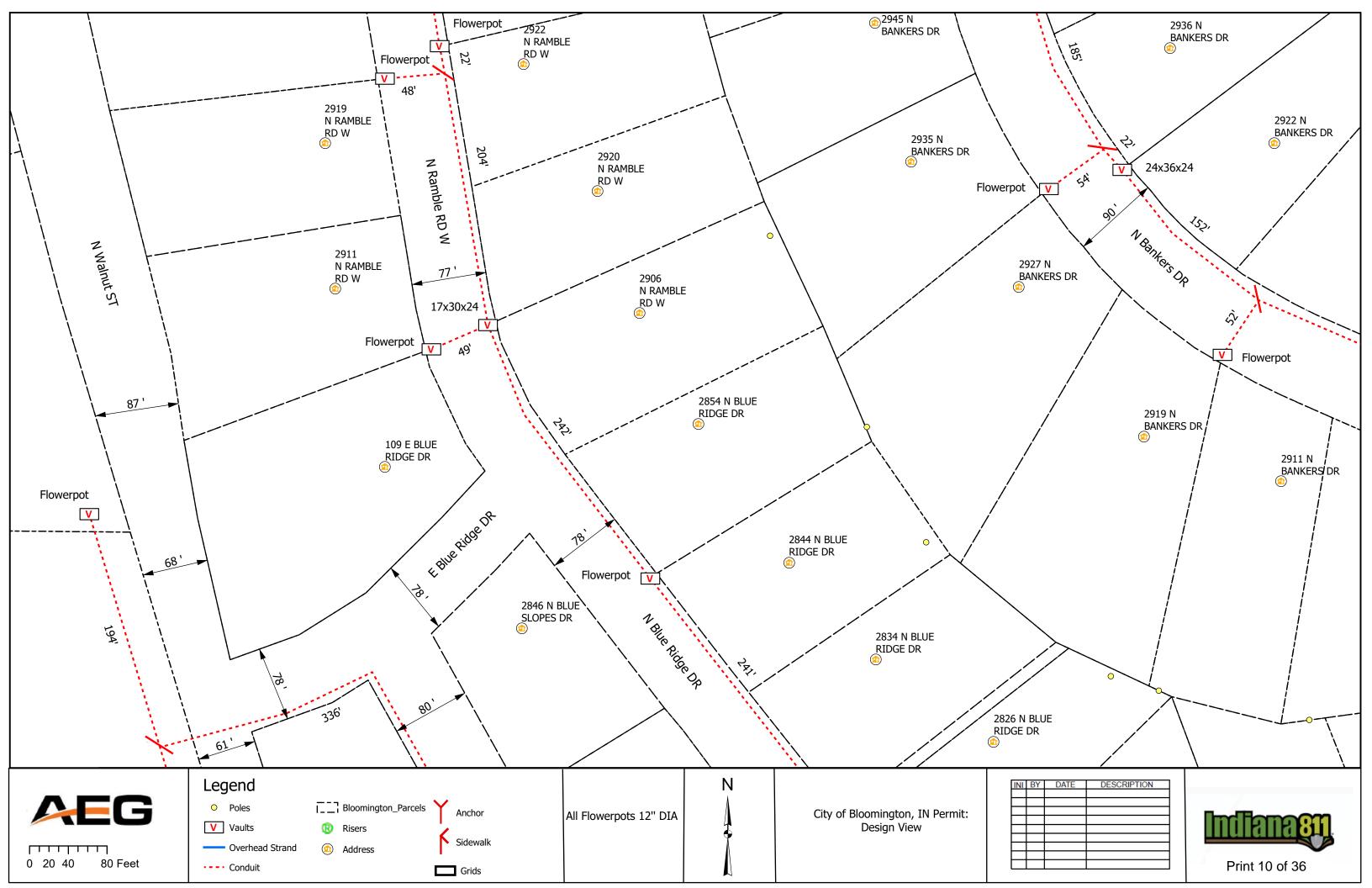


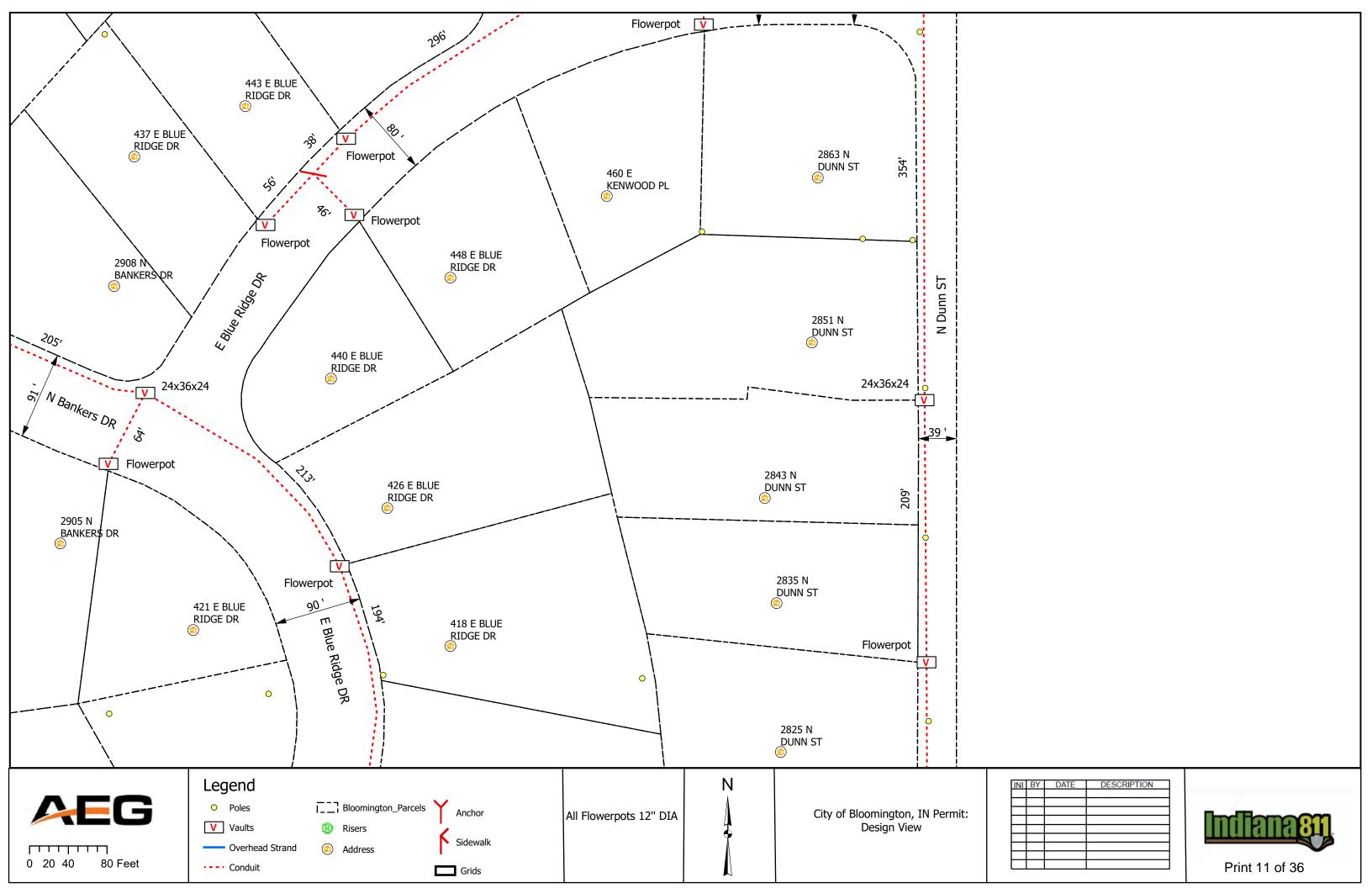


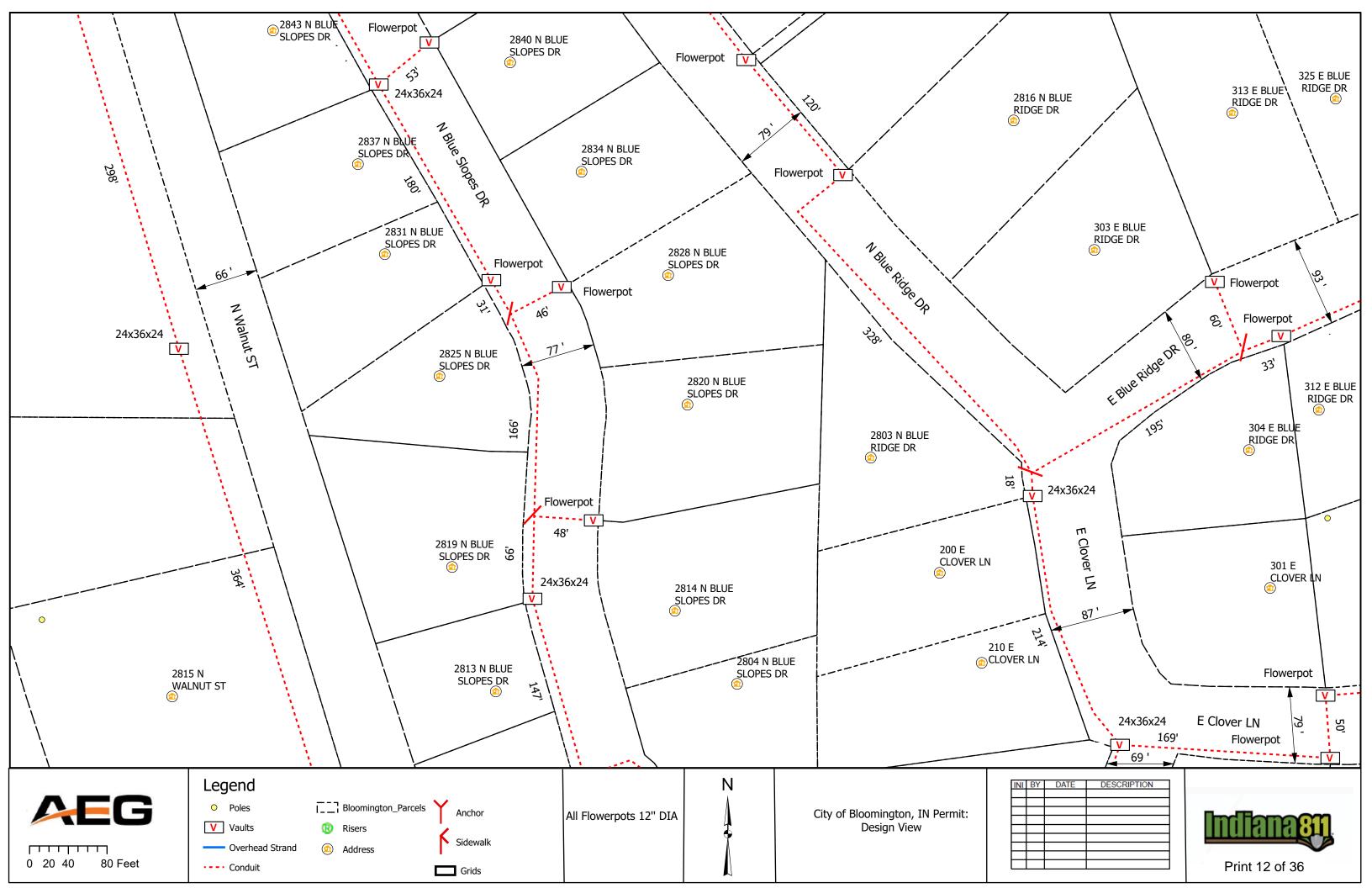


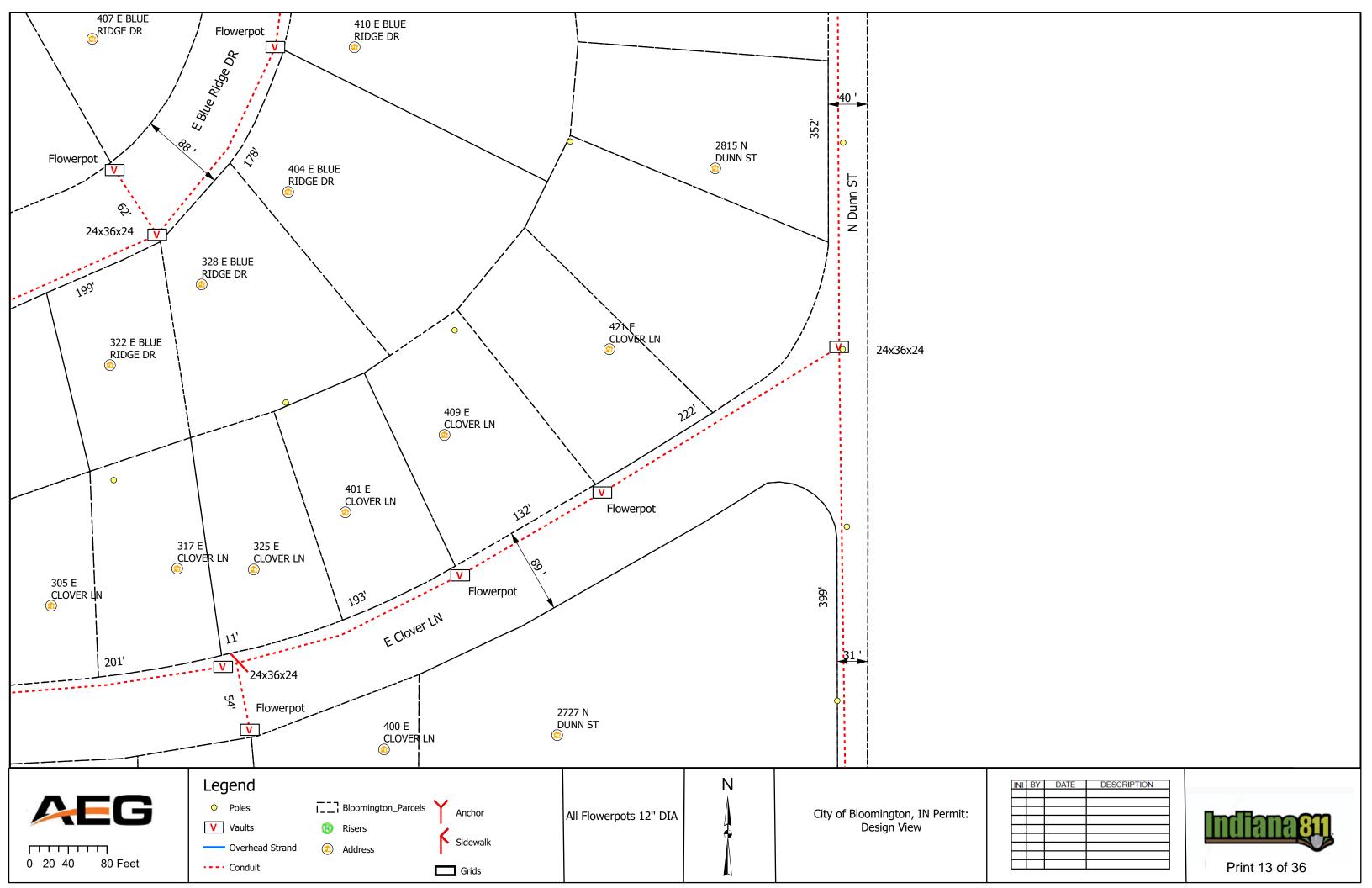


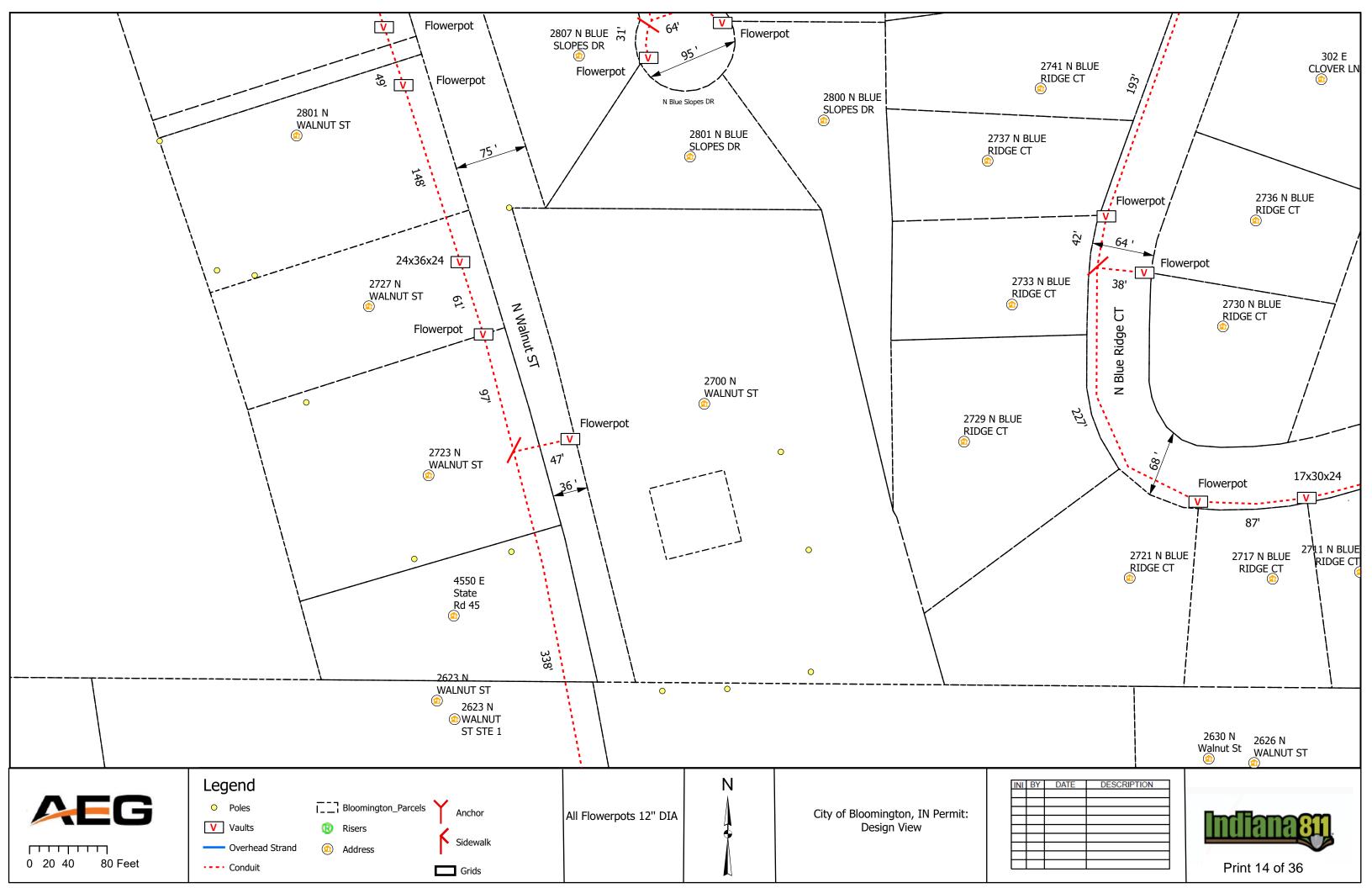


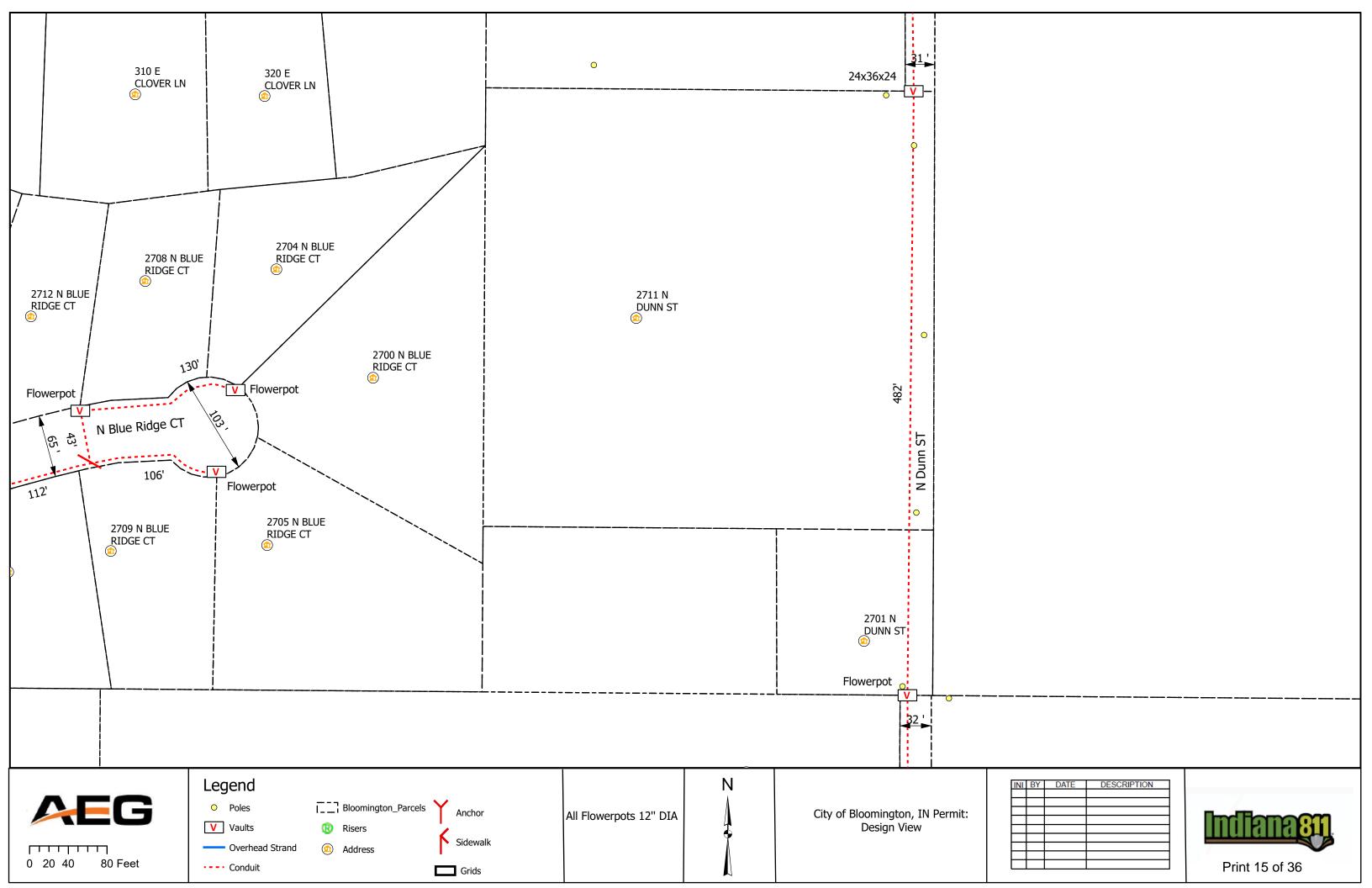


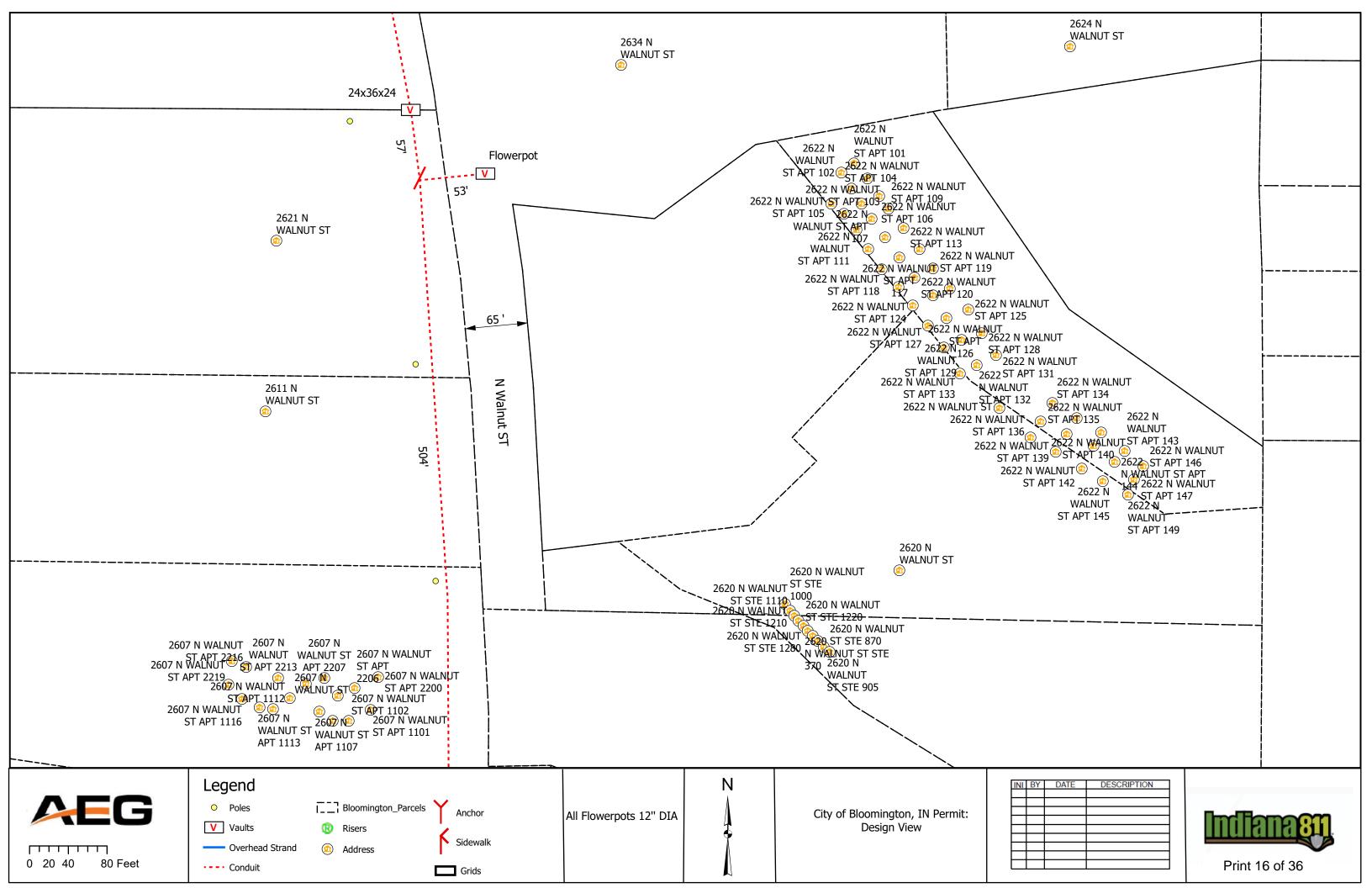


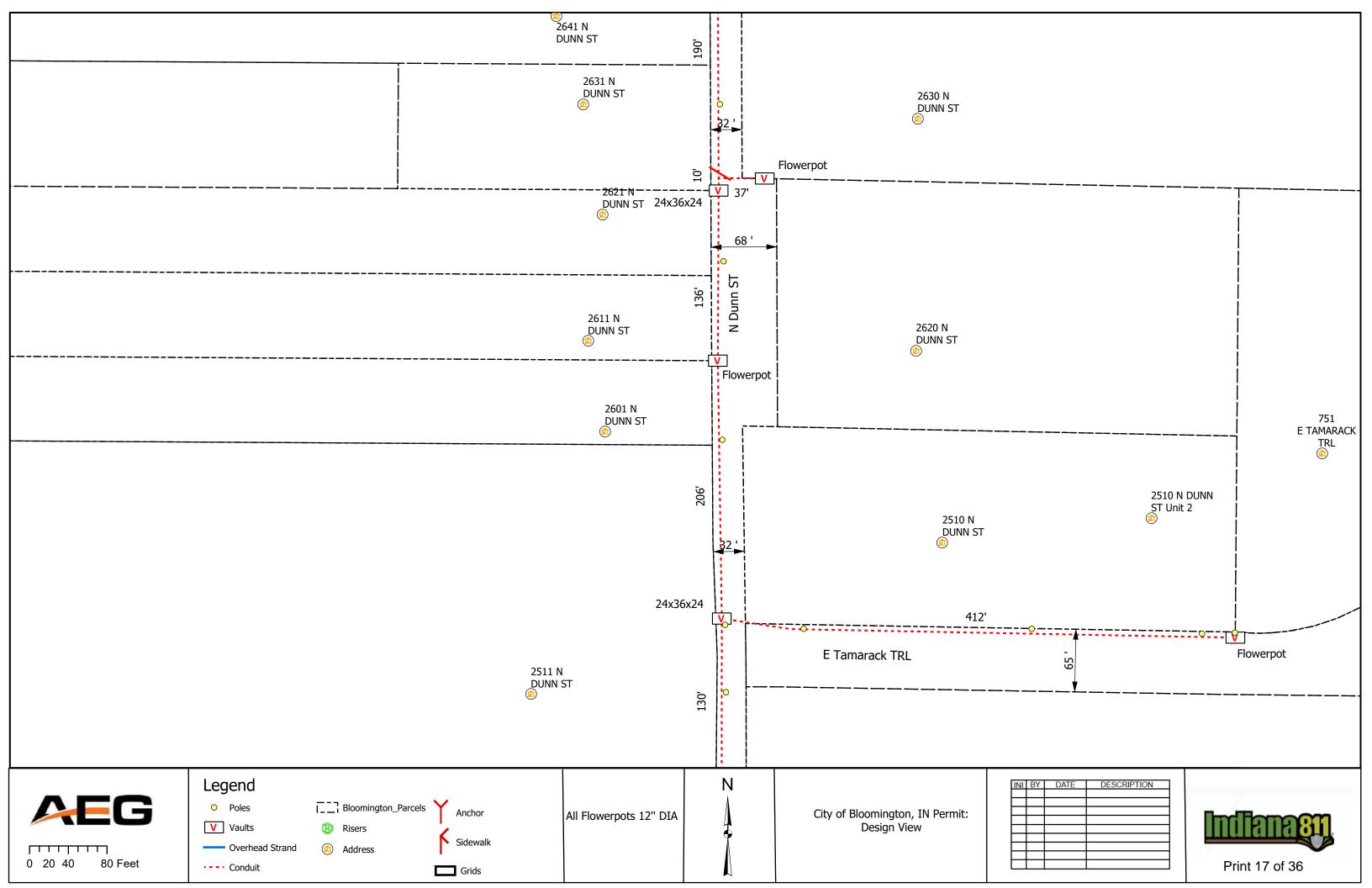


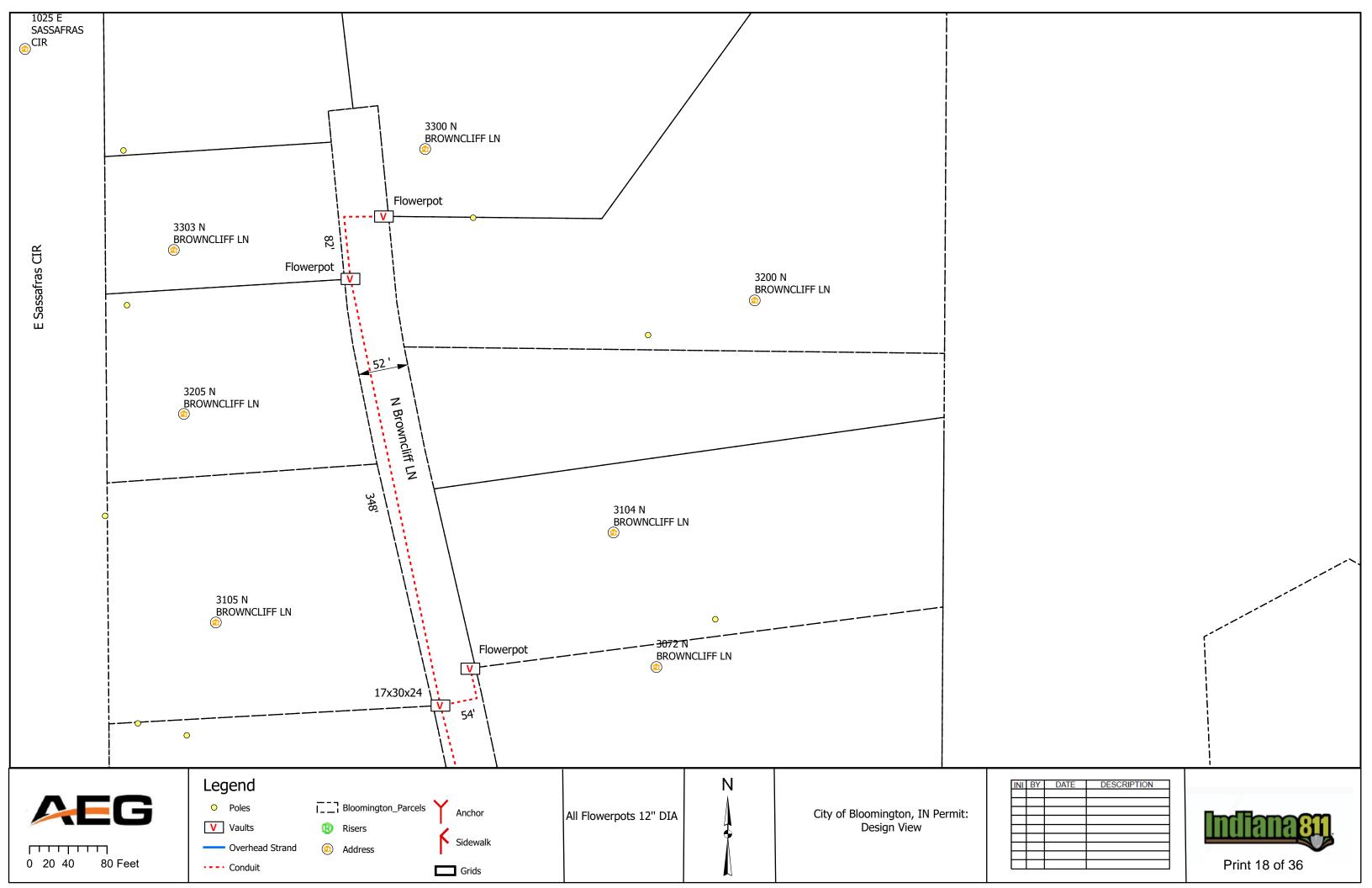


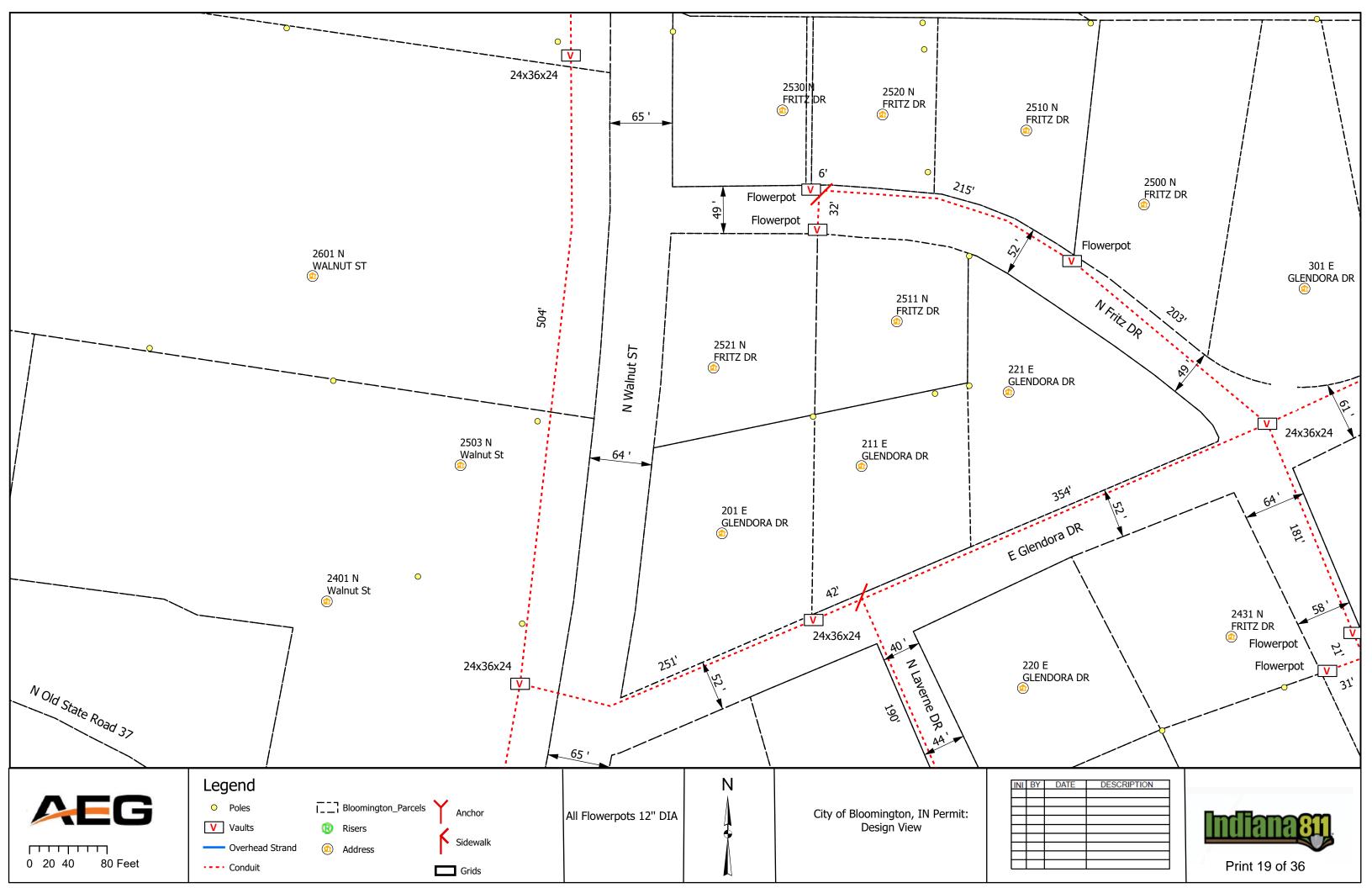


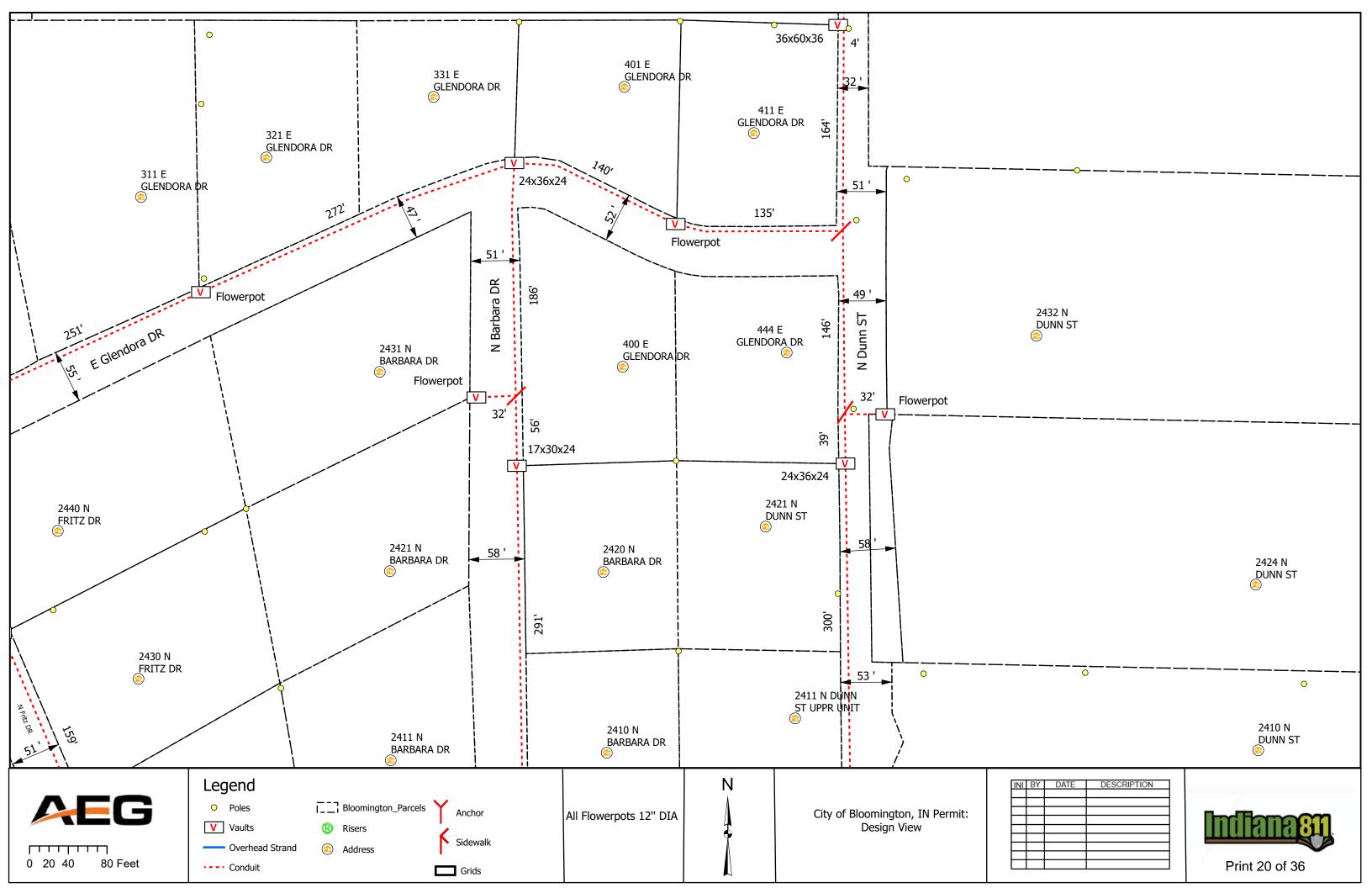


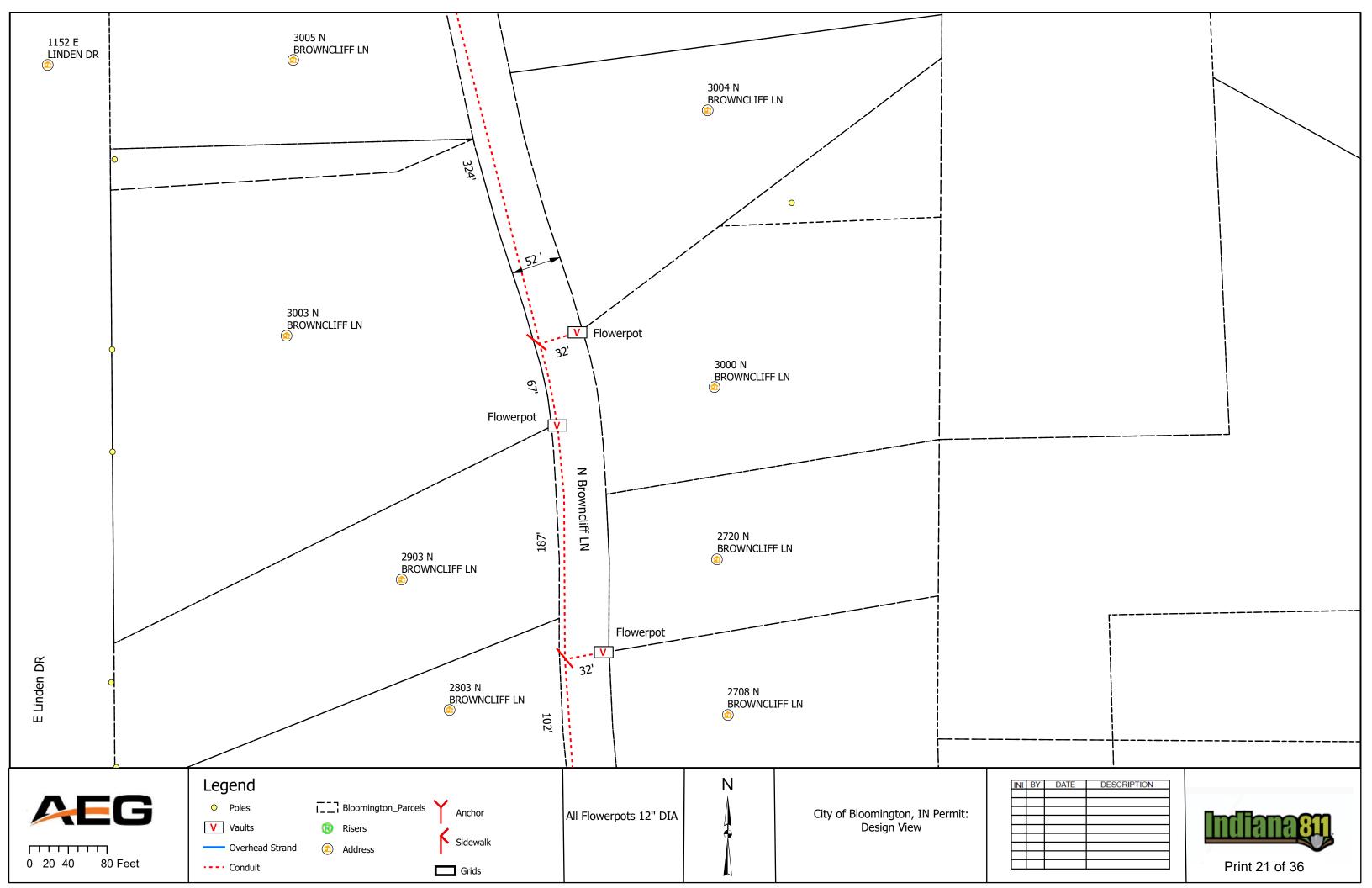


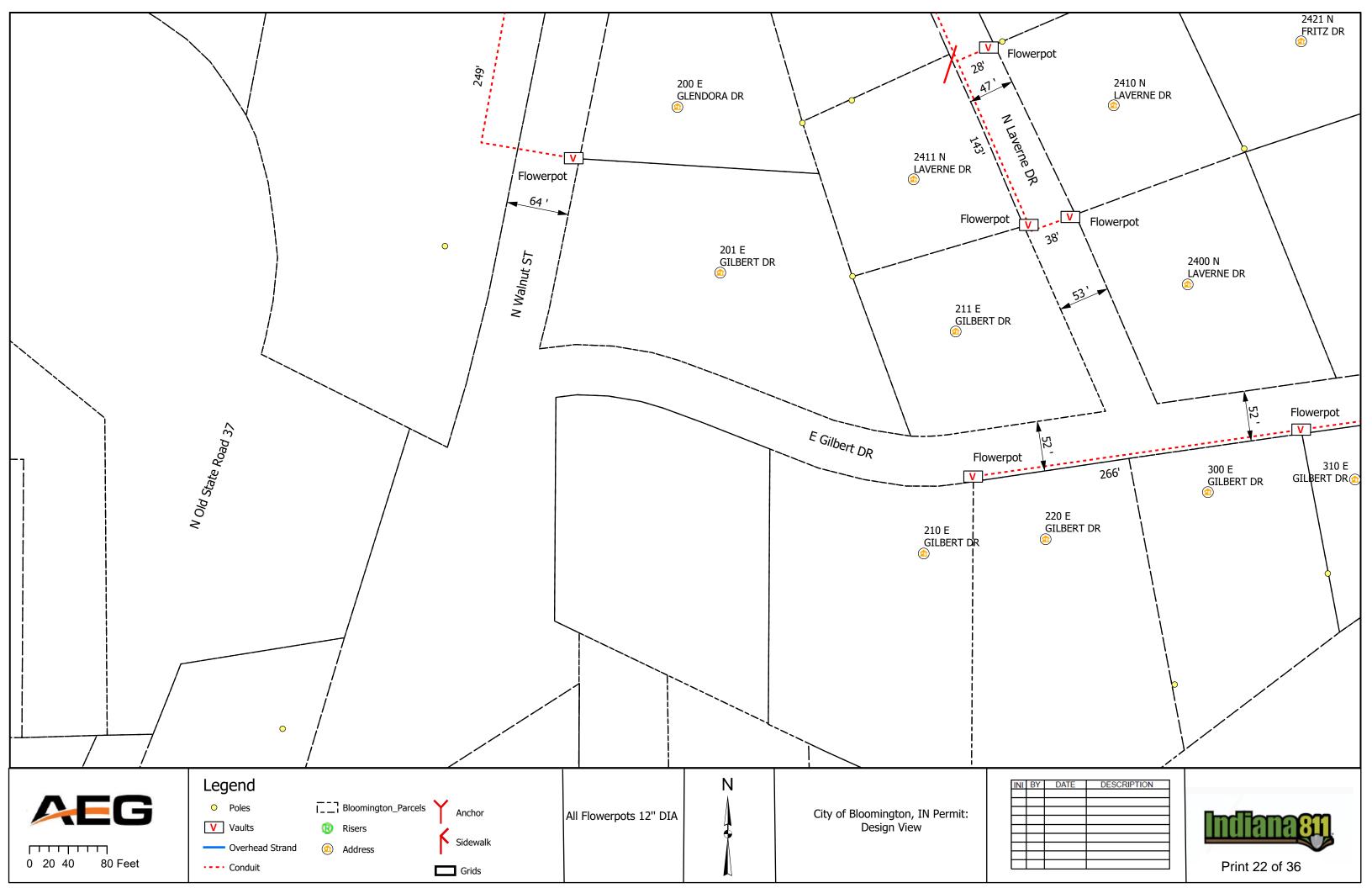


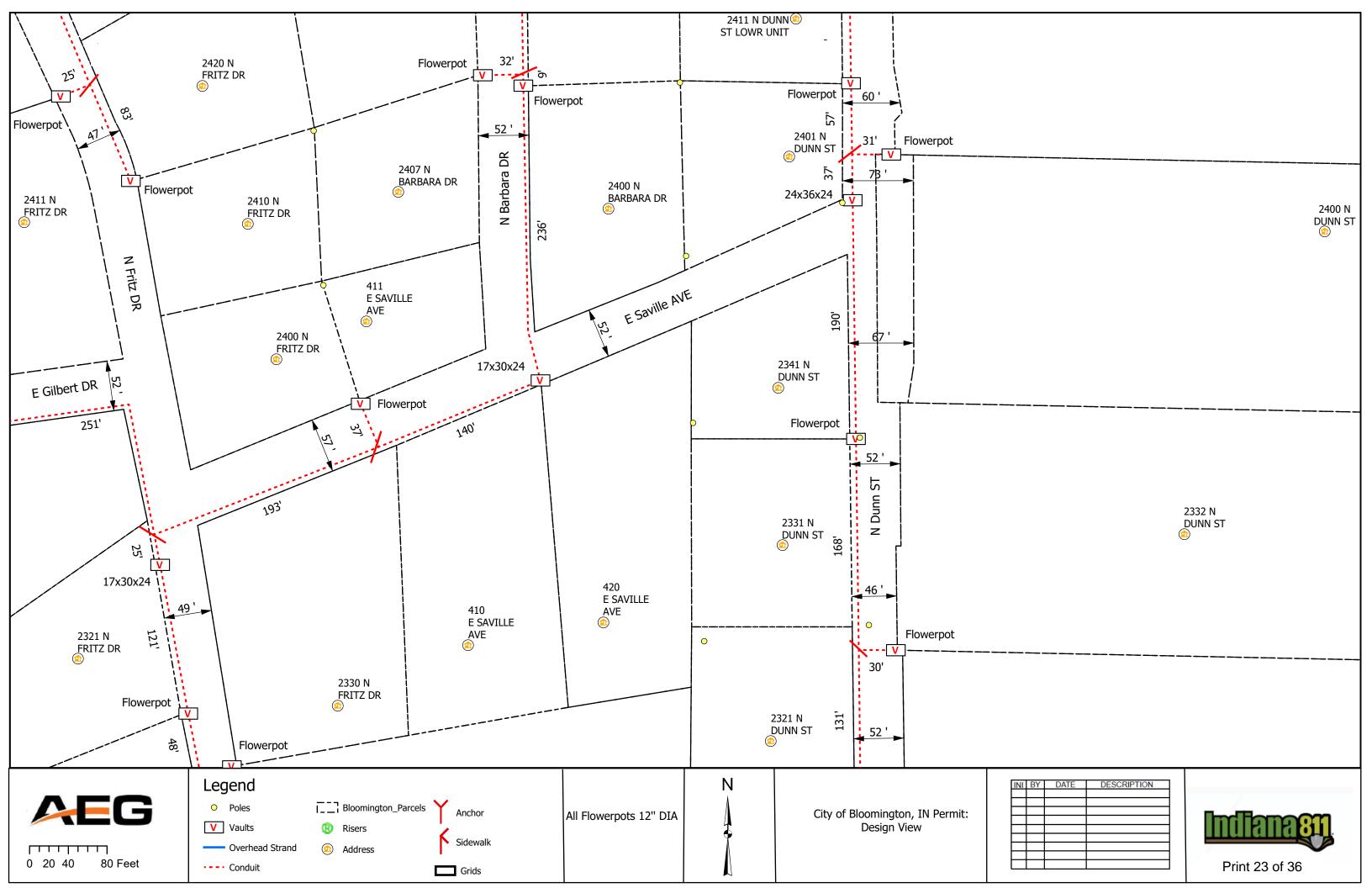


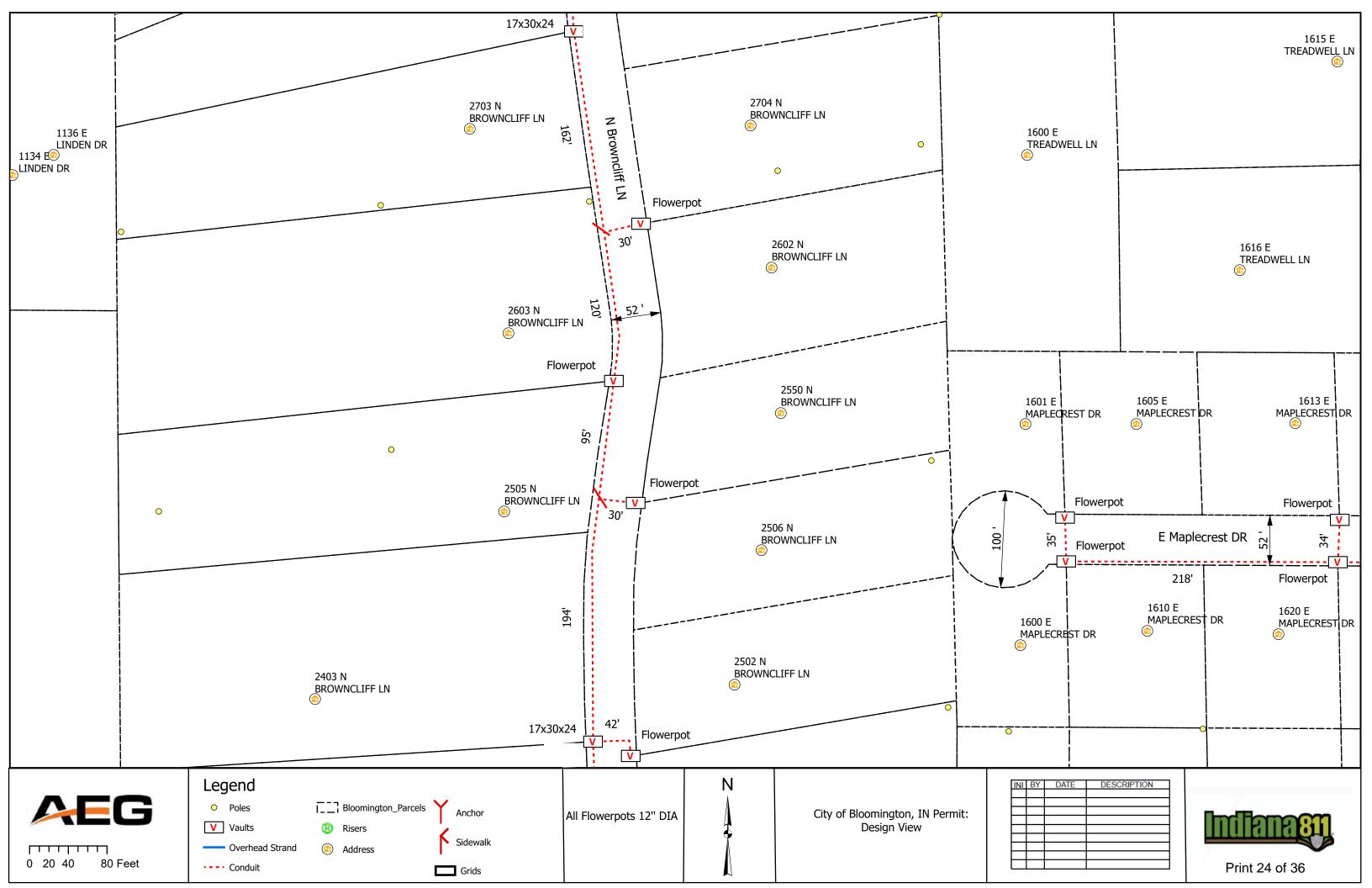


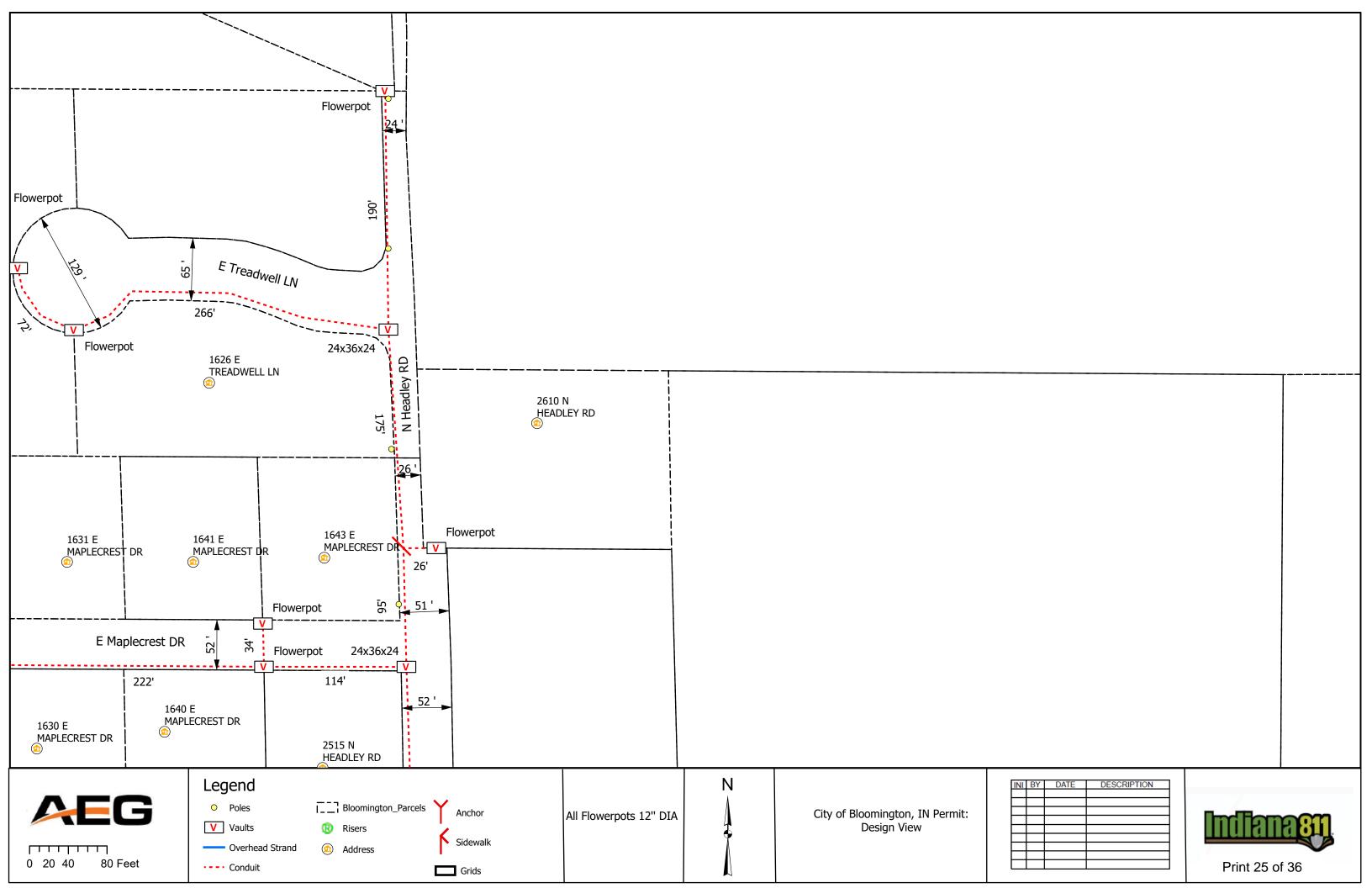


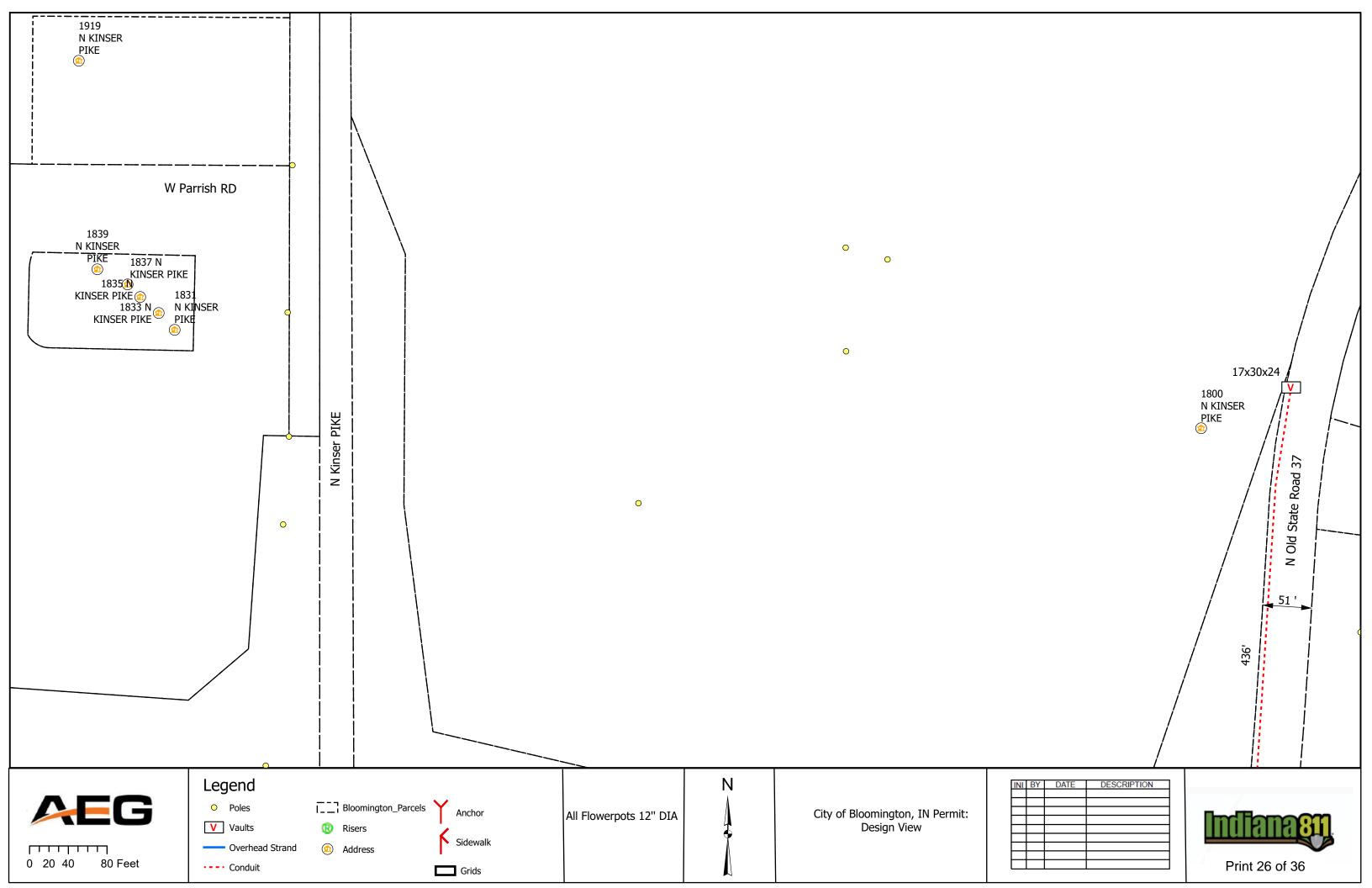


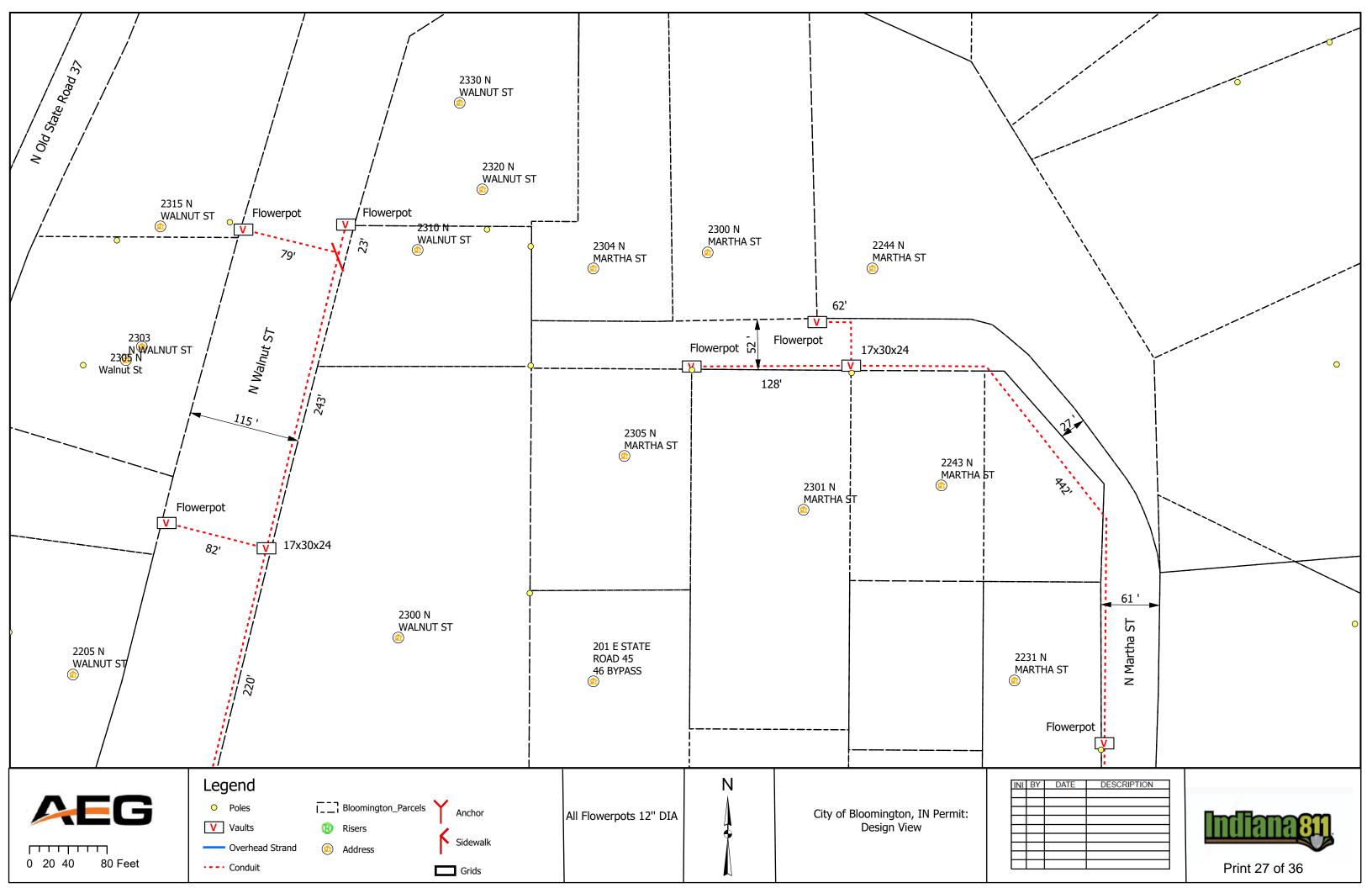


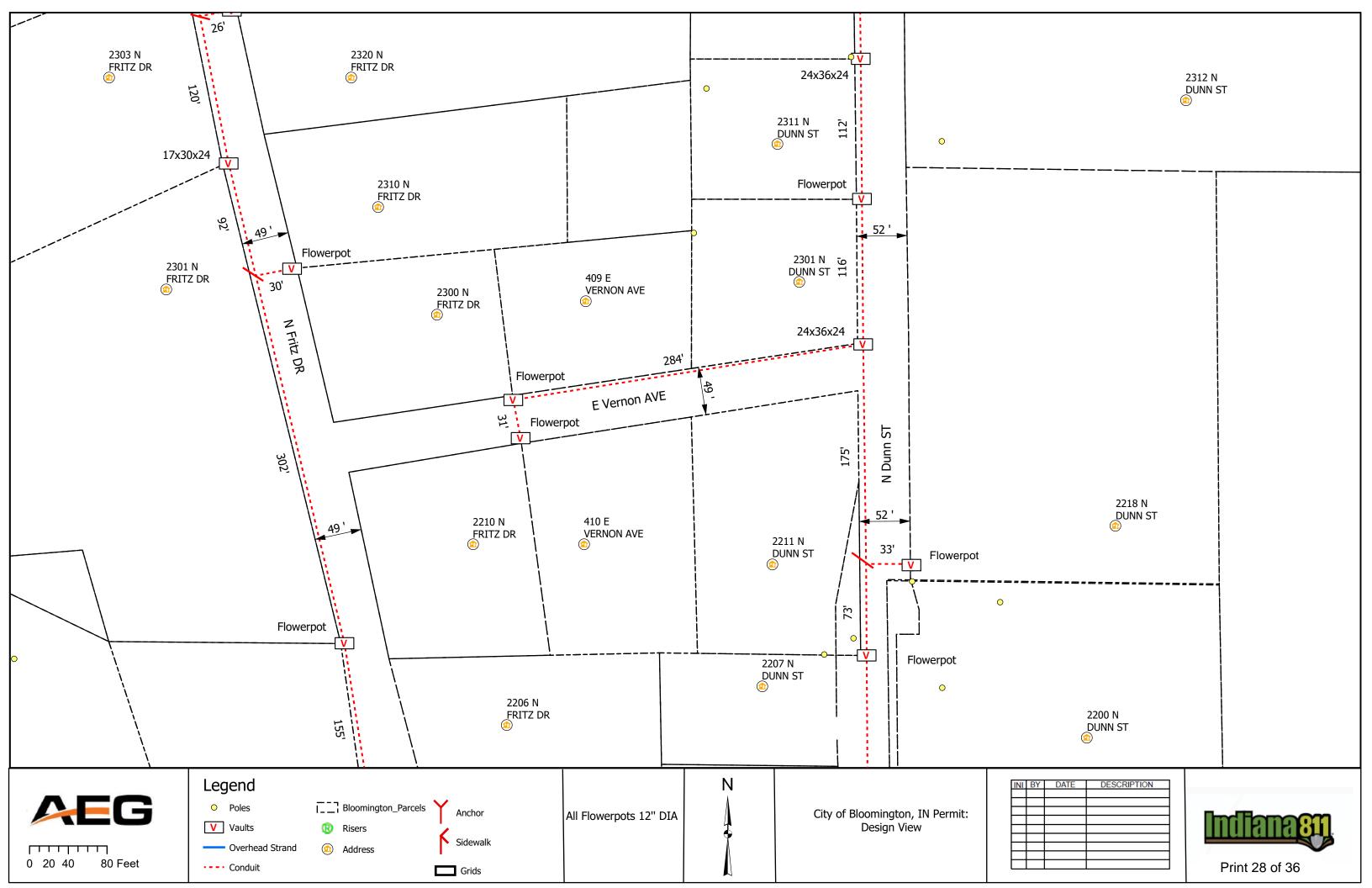


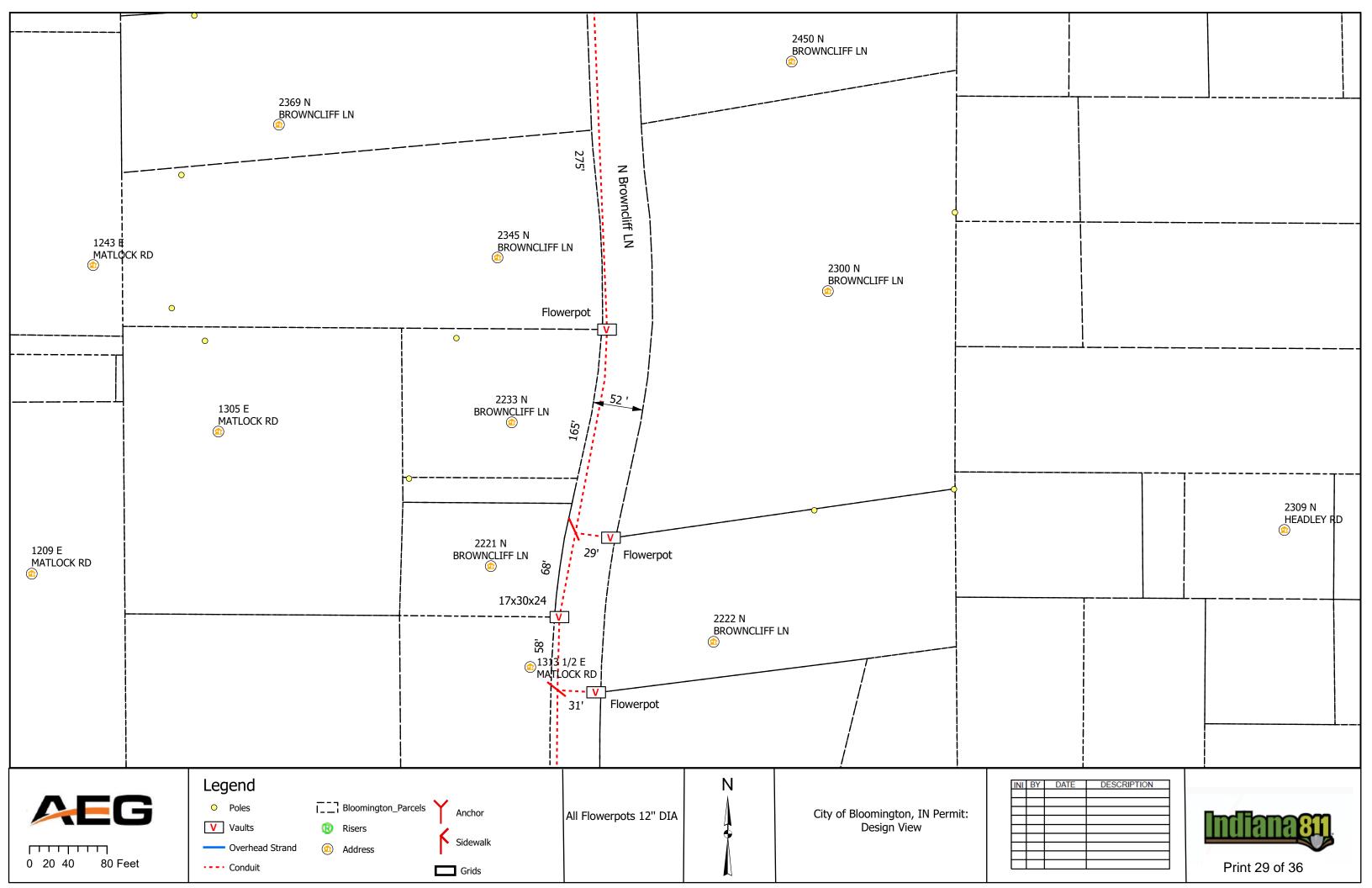


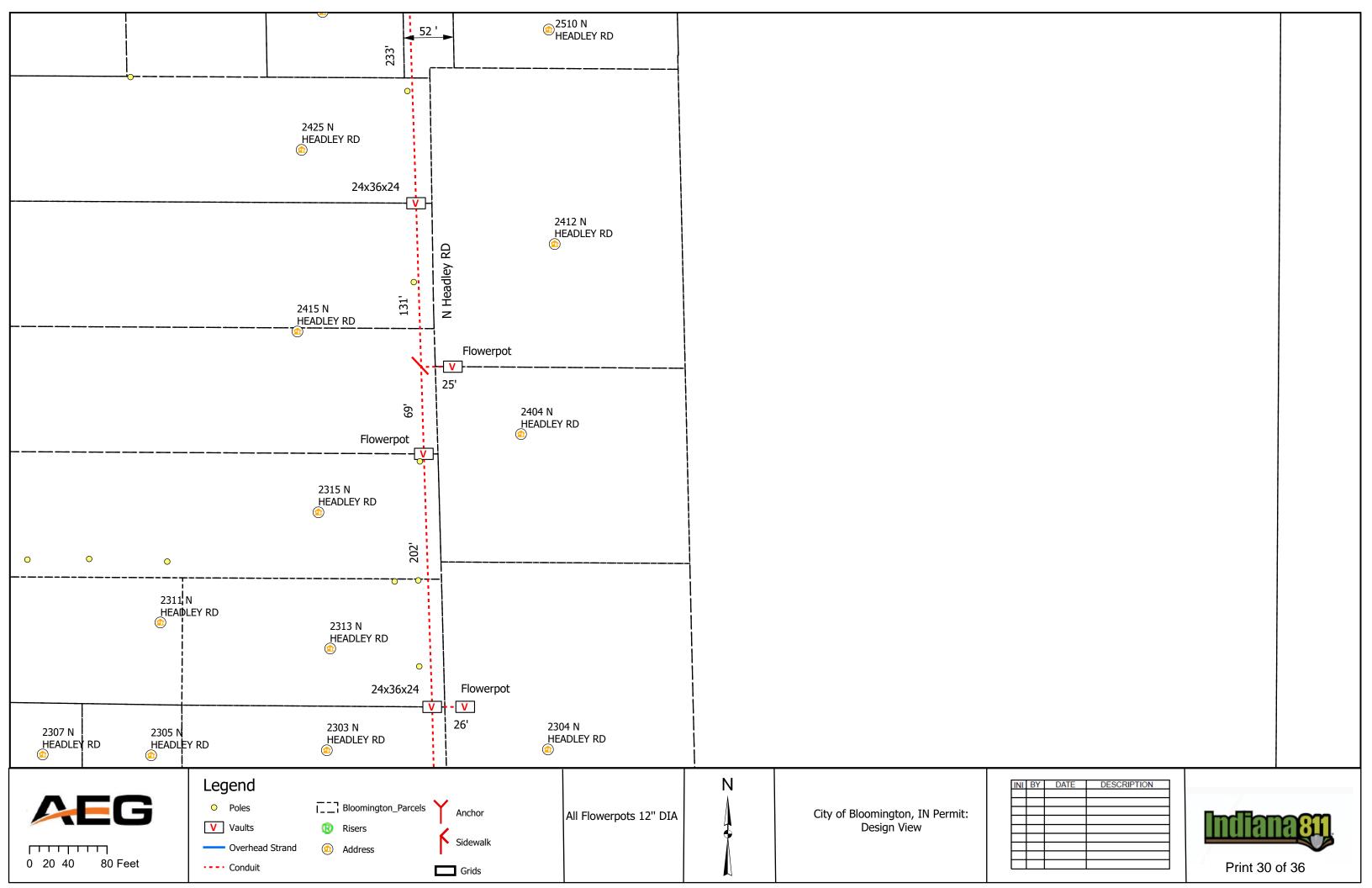


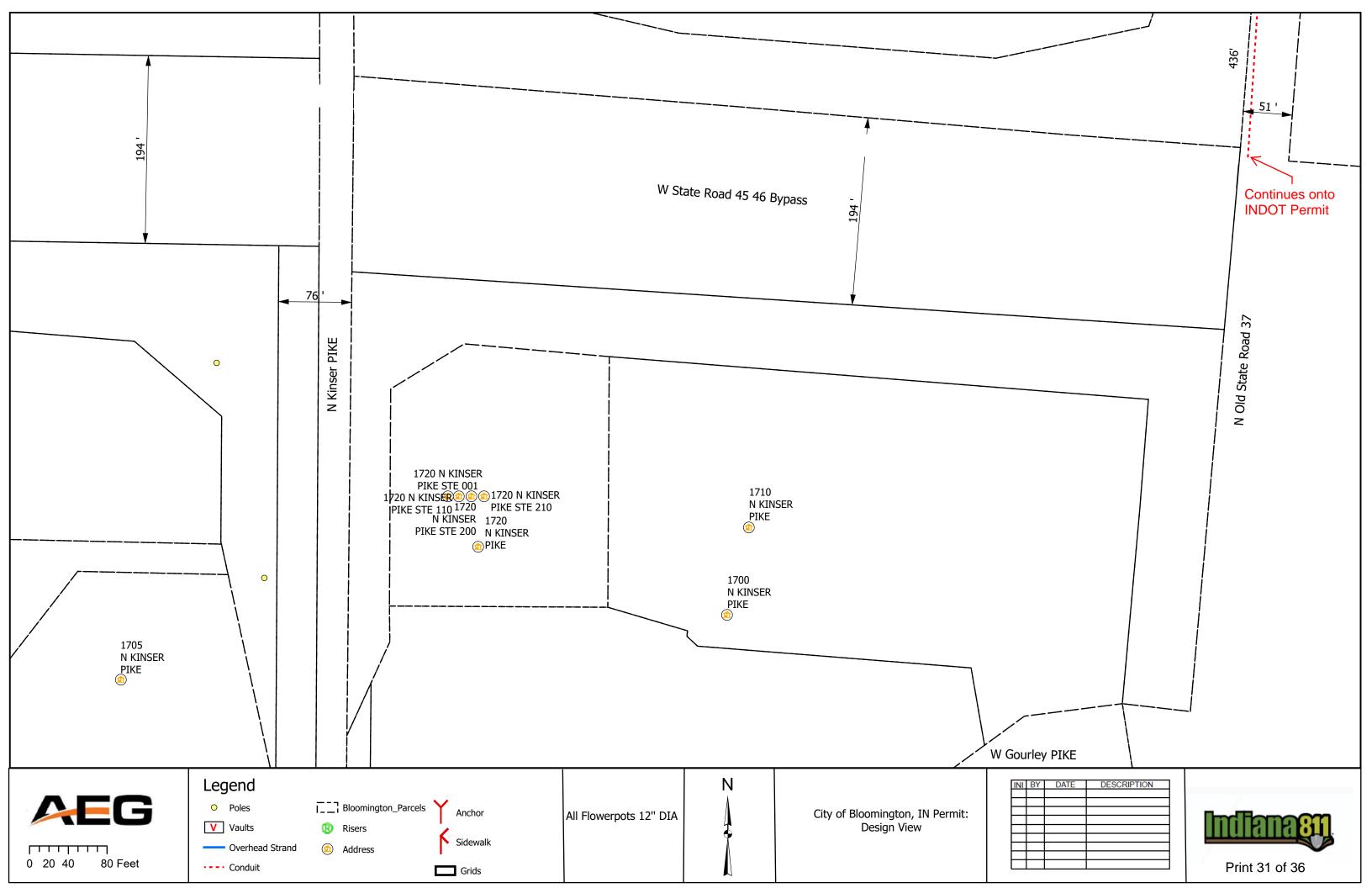


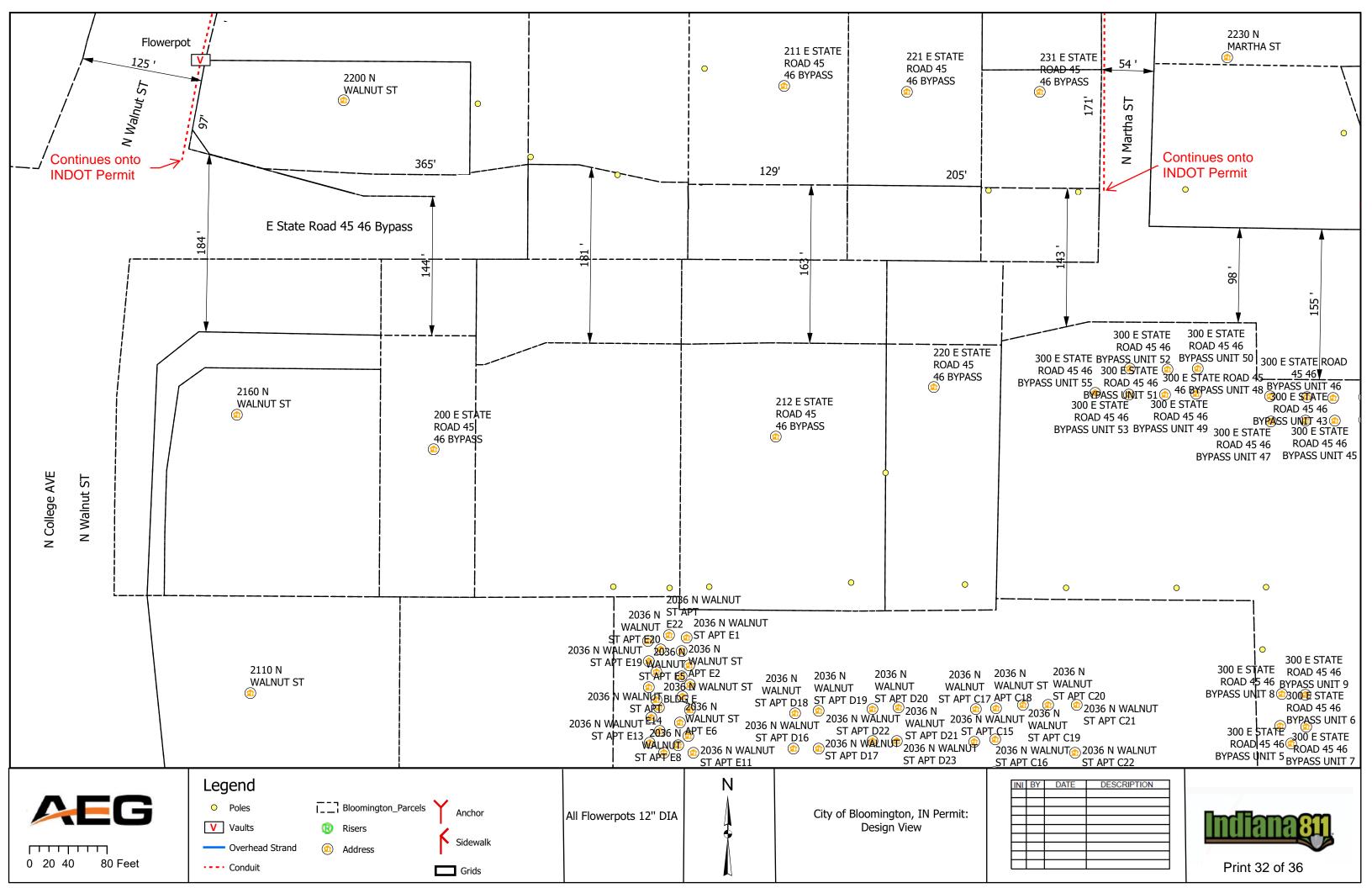


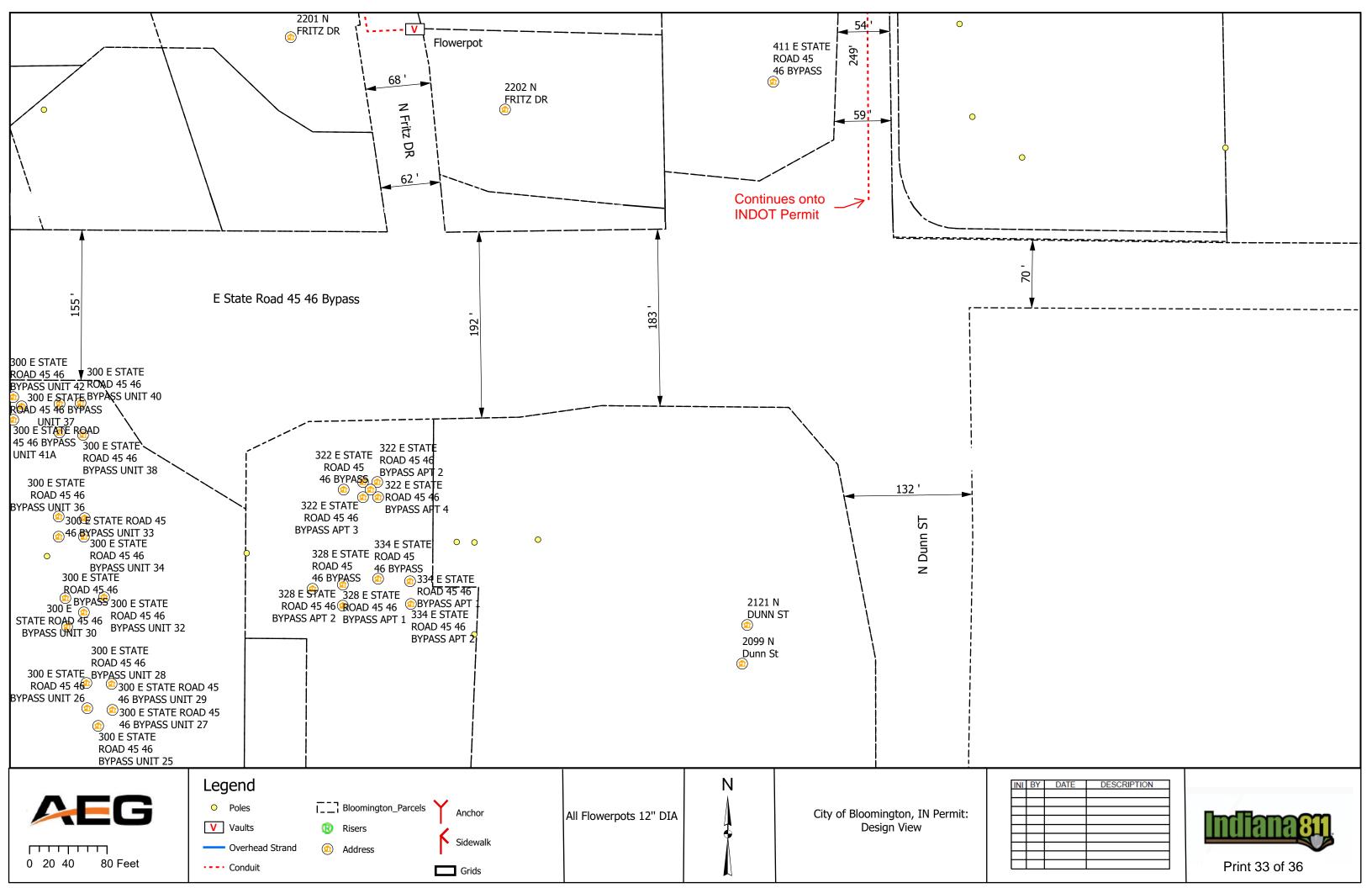


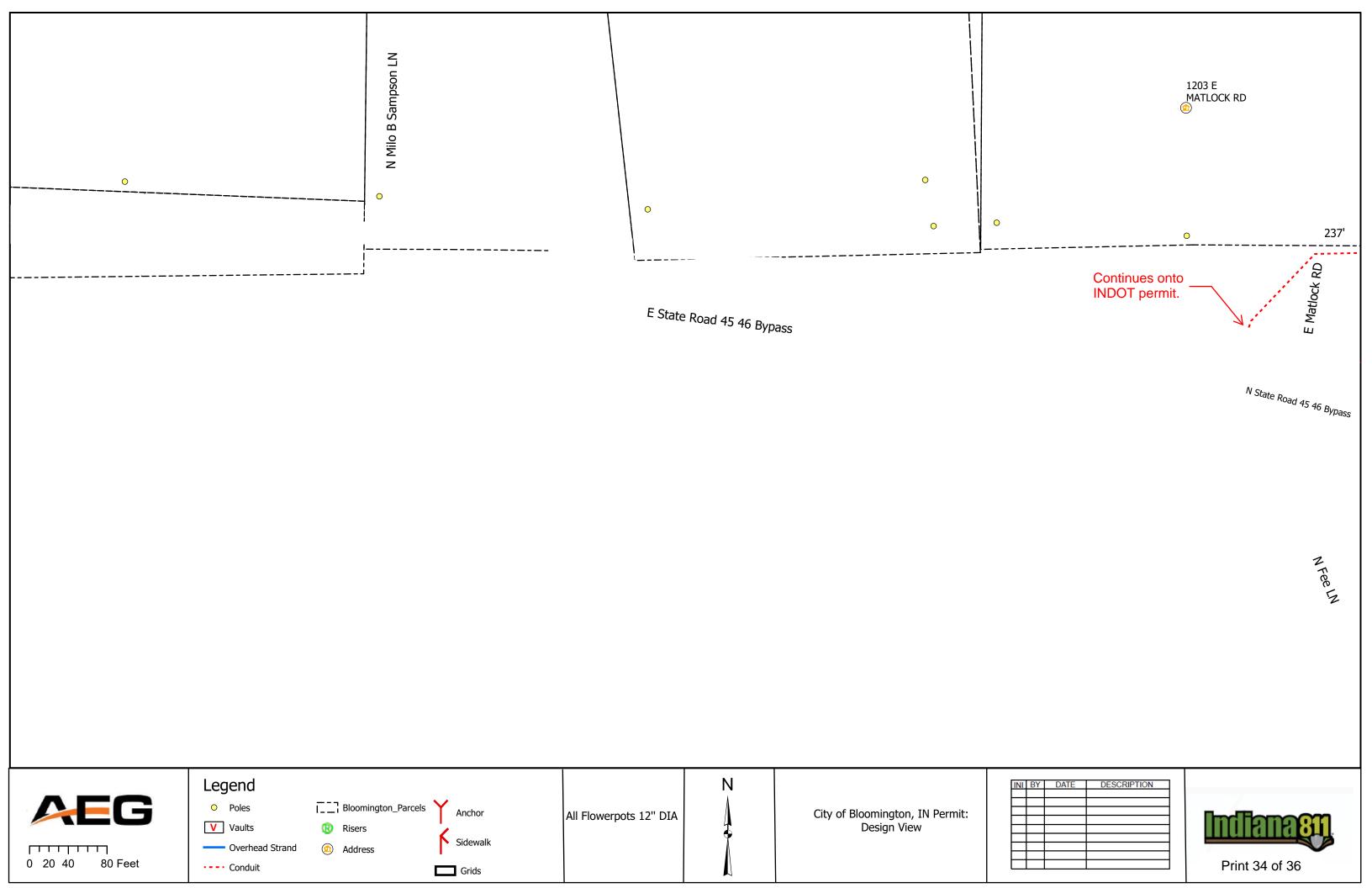


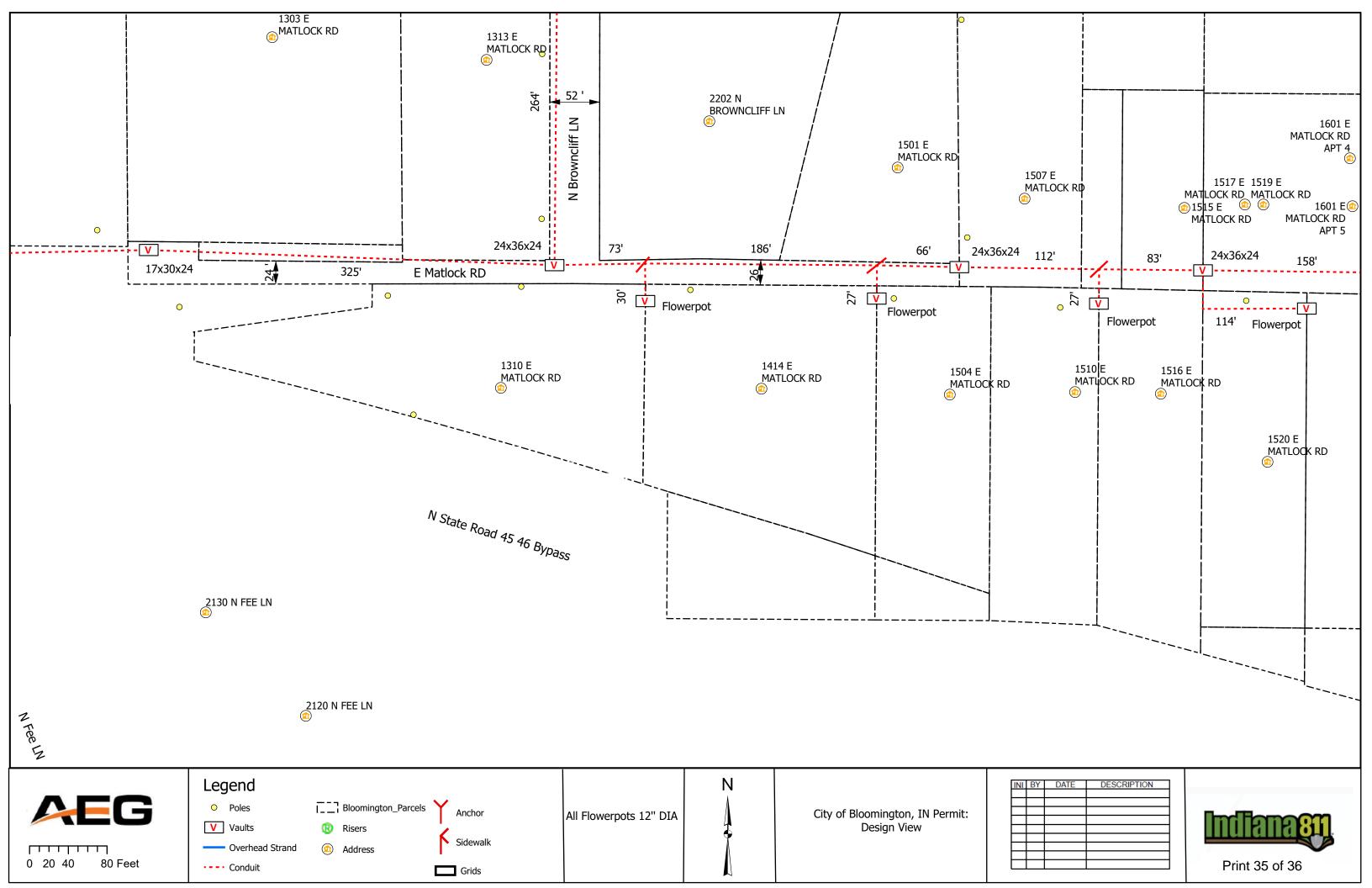


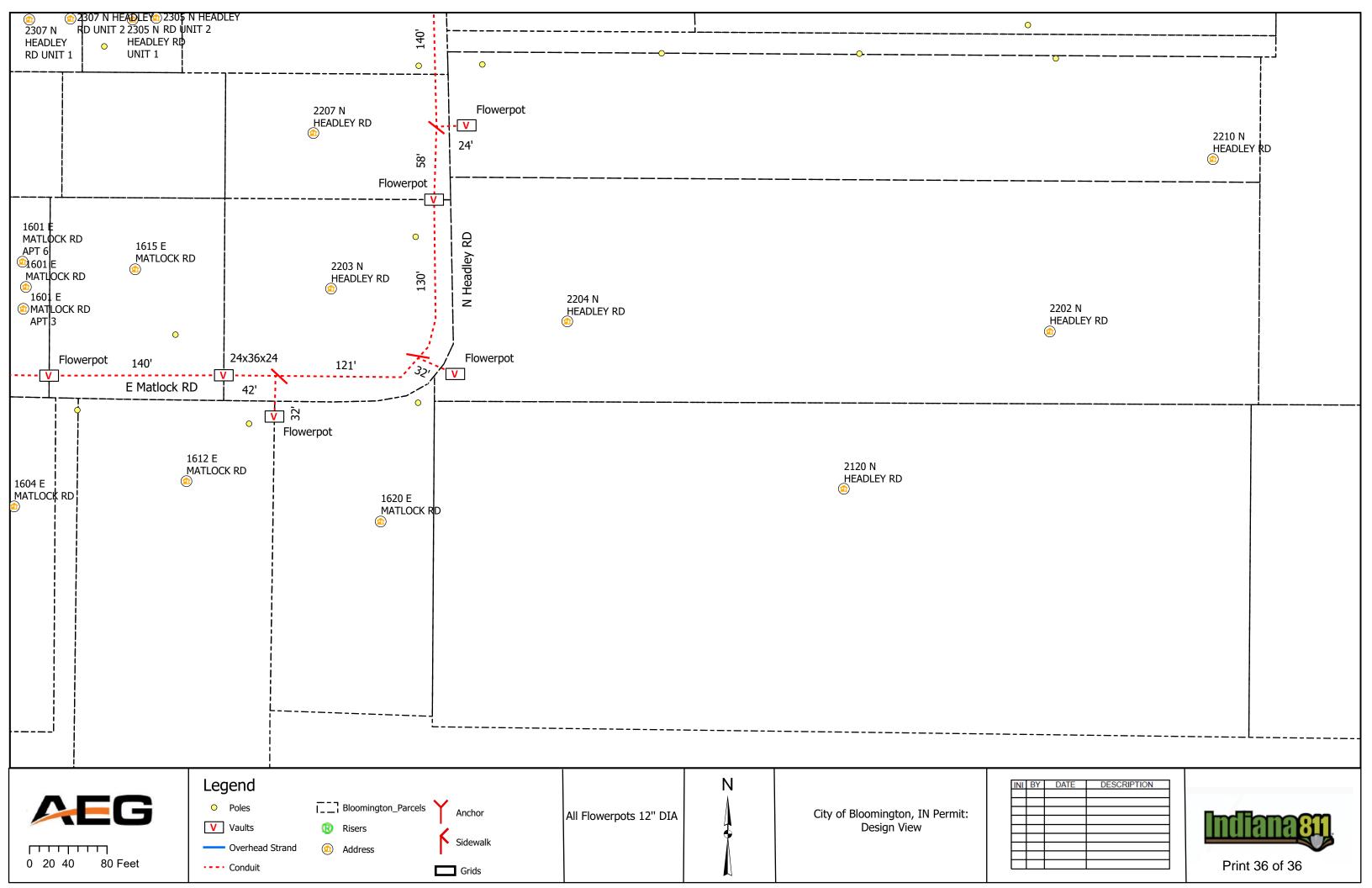












**RUS** Listed

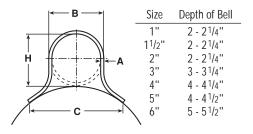
## Carlon PV-Mold Nonmetallic Pole Riser System

Carlon PV-Mold is a nonmetallic pole riser system designed to protect communications power cable installed on poles.

#### Features:

- Meets or exceeds requirements outlined in the National Electric Safety Code (NESC).
- Designed in accordance with NEMA TC-19 specifications.
- Ultraviolet, cold temperature and corrosive atmosphere resistant.
- Schedule 40 wall meets Schedule 80 PVC conduit impact requirements per NEMA TC-19.
- No grounding required.
- Belled end fits over each added section or conduit.
- · Flame retardant.
- Requires no maintenance.
- PV-Mold acts as an insulator against electrical shock.
- Interchangeable parts and accessories to match the needs of specific requirements.

#### Flanged Overall Length 10 Feet, Including Bell



Slots are 1/2" from side to side, and allow for expansion and contraction.

Slot Dimensions: for sizes 2" through 6" are  $^{5}/_{16}$ " wide,  $^{3}/_{4}$ " long.

Slot Dimensions: for 1" and  $1^{1/2}$ " are 3/16" wide, 3/4" long.

Slot Spacing: 18" from center, beginning 6" from end.





Steel U-Guard requires grounding strapping and does not have belled ends.



PV-Mold has belled ends, flanged design and does not require grounding.

#### **Standard Duty**

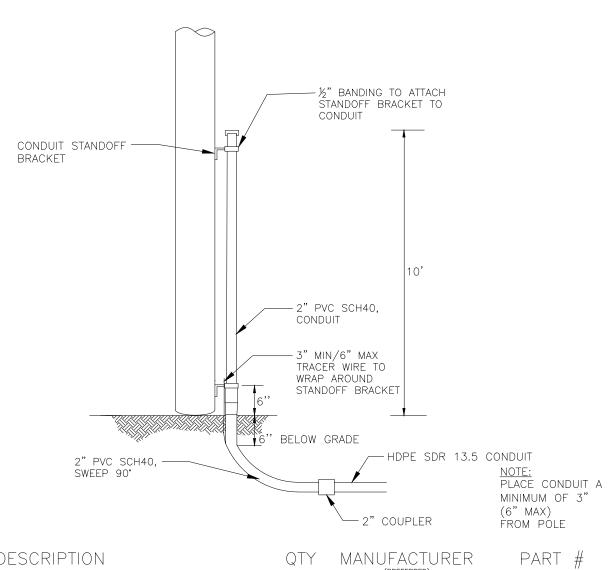
Part No.	Size	Std. Ctn. Qty.	Std. Ctn. Wt. (lbs.)		Dimensi B	ons C	Н	Actual Impact @ 0°C 20 Pound Tup
59208N	1"	294	1059	0.100"	15/8"	23/8"	15/8"	40 FtLbs.
59211N	2"	136	726	0.100"	23/8"	41/2"	23/8"	100 FtLbs.
59211X (5' length)	2"	136	363	0.100"	23/8"	41/2"	23/8"	100 FtLbs.
59213N	3"	66	761	0.150"	31/2"	6''	31/2"	110 FtLbs.
59213X (5' length)	3"	66	381	0.150"	31/2"	6"	31/2"	100 FtLbs.
59215N	4"	65	910	0.150"	41/2"	6 <sup>1</sup> /2"	41/2"	110 FtLbs.
59216N	5"	30	515	0.150"	51/2"	71/2"	51/2"	110 FtLbs.

### **Heavy Duty Schedule 40**

	•							
59010N	11/2"	200	1142	0.145"	129/32"	31/2"	129/32"	100 FtLbs.
59011N	2"	136	1214	0.154"	2 3/8"	41/2"	23/8"	150 FtLbs.
59013N	3"	66	937	0.216"	31/2"	6''	3 9/32"	150 FtLbs.
59015N	4''	65	1621	0.237"	41/2"	61/2"	41/2"	260 FtLbs.
59015X (5' length)	4"	65	707	0.237"	41/2"	61/2"	41/2"	260 FtLbs.
59016N	5"	30	870	0.258"	51/2"	71/2"	51/2"	260 FtLbs.
59017N	6"	30	1160	0.280"	65/8"	83/4"	6 <sup>5</sup> /8"	260 FtLbs.

### Extra Heavy Duty Schedule 80

59411N	2"	136	1549	0.218"	23/8"	41/2"	23/8"	300 FtLbs.
59413N	3"	66	1495	0.030"	31/2"	6''	31/2"	525 FtLbs.



DESCRIPTION	QTY	MANUFACTURER (PREFERRED)	PART #
SCREW, LAG, 1/2" x 4-1/2"	10		
HDPE SDR 13.5 CONDUIT, VARIOUS SIZES	N/A		
2" PVC SCH40, RISER PIPE	1		
#12 TRACER WIRE	N/A		
2" PVC SCH40, SWEEP, 90 DEG	1		
CONDUIT STANDOFF BRACKET	VARIES		
CONDUIT STRAP KIT	VARIES		
2" COUPLER	1		

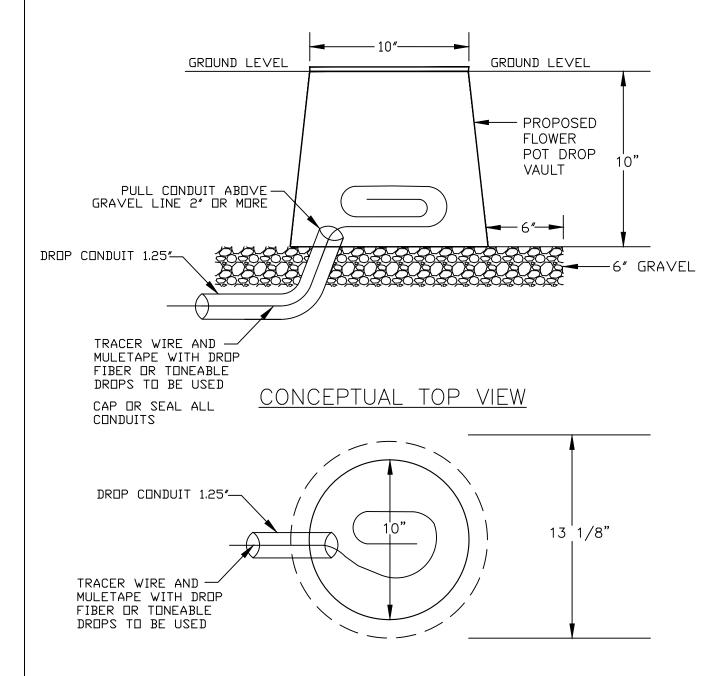


SCALE: NTS

DATE: 02/03/2022 REVISION: CLM TYPICAL RISER CONDUIT WOOD POLE

(R2-W)

### CONCEPTUAL SIDE VIEW

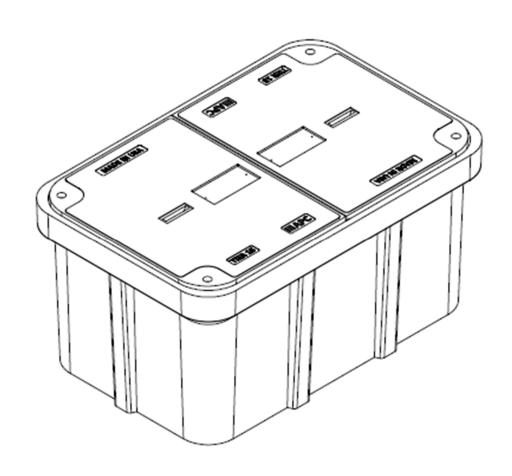




FLOWER POT

# 30"x48" PC UNIT, 2PC TIER 15/22 18", 24", and 36" HEIGHT





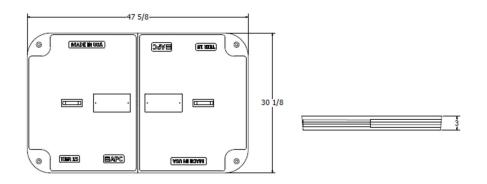
Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit - TIER 15	30"×48"×18"	Tier 15	P304818HU15	460 lbs.
PC Unit - TIER 22	30"×48"×18"	Tier 22	P304818HU22	525 lbs.
PC Unit - TIER 15	30"×48"×24"	Tier 15	P304824HU15	510 lbs.
PC Unit - TIER 22	30"×48"×24"	Tier 22	P304824HU22	575 lbs.
PC Unit - TIER 15	30"×48"×36"	Tier 15	P304836HU15	615 lbs.
PC Unit - TIER 22	30"×48"×36"	Tier 22	P304836HU22	680 lbs.

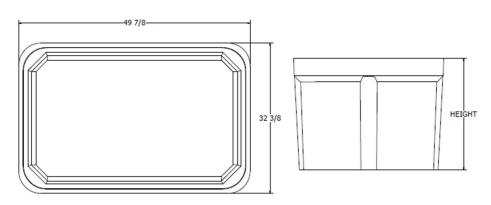


## 30"x48" PC UNIT, 2PC TIER 15/22 18", 24", and 36" HEIGHT



### AMERICAN POLYMER COMPANY





Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	30"×48"×18"	Tier 22	P304818B22	185 lbs.
Replacement Box	30"×48"×24"	Tier 22	P304824B22	235 lbs.
Replacement Box	30"×48"×36"	Tier 22	P304836B22	340 lbs.
Replacement Lids — T15	30"x48" (half)	Tier 15	Various	150 lbs.
Replacement Lids - T22	30"x48" (half)	Tier 22	Various	170 lbs.

#### Bolt options

Hex Head



Machine Thread



Penta Head



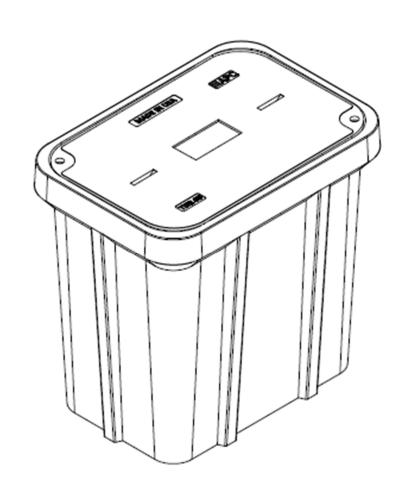
Auger Thread





# 24"x36" PC UNIT, TIER 15/22 18", 24", 30", and 36" HEIGHT





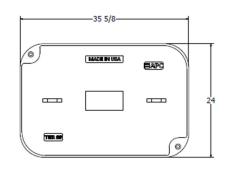
Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit - TIER 15	24×36"×18"	Tier 15	P243618U15	335 lbs.
PC Unit - TIER 22	24×36"×18"	Tier 22	P243618U22	355 lbs.
PC Unit - TIER 15	24×36 <b>"</b> ×24"	Tier 15	P243624U15	365 lbs.
PC Unit - TIER 22	24×36"×24"	Tier 22	P243624U22	385 lbs.
PC Unit - TIER 15	24×36"×30"	Tier 15	P243630U15	395 lbs.
PC Unit - TIER 22	24×36"×30"	Tier 22	P243630U22	415 lbs.
PC Unit - TIER 15	24×36"×36"	Tier 15	P243636U15	425 lbs.
PC Unit - TIER 22	24×36"×36"	Tier 22	P243636U22	445 lbs.



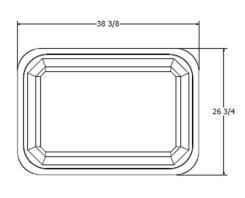
## 24"x36" PC UNIT, TIER 15/22 18", 24", 30", and 36" HEIGHT

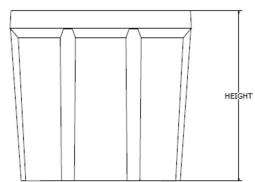


### AMERICAN POLYMER COMPANY









Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	24"x36"x18"	Tier 22	P243618B22	165 lbs.
Replacement Box	24"x36"x24"	Tier 22	P243624B22	195 lbs.
Replacement Box	24"×36"×30"	Tier 22	P243630B22	225 lbs.
Replacement Box	24"x36"x36"	Tier 22	P243636B22	255 lbs.
Replacement Lids — T15	24"×36"	Tier 15	Various	170 lbs.
Replacement Lids - T22	24"×36"	Tier 22	Various	190 lbs.

### Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread

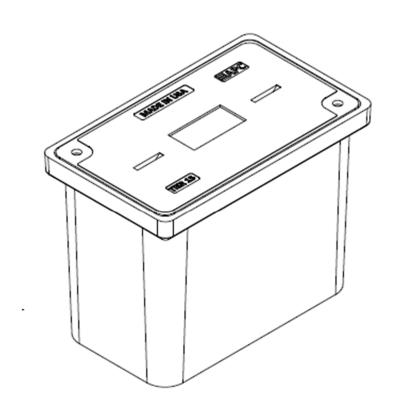




www.apcunderground.com

## 17"x30" PC UNIT, TIER 15/22 12", 18", 24", and 30" HEIGHT





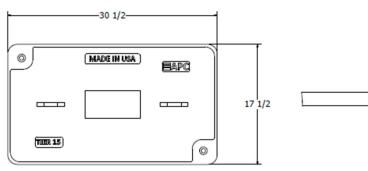
Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit - TIER 15	17"x30"x12"	Tier 15	P173012U15	138 lbs.
PC Unit - TIER 22	17"x30"x12"	Tier 22	P173012U22	147 lbs.
PC Unit - TIER 15	17"x30"x18"	Tier 15	P173018U15	172 lbs.
PC Unit - TIER 22	17"x30"x18"	Tier 22	P173018U22	181 lbs.
PC Unit - TIER 15	17"x30"x24"	Tier 15	P173024U15	192 lbs.
PC Unit - TIER 22	17"x30"x24"	Tier 22	P173024U22	201 lbs.
PC Unit - TIER 15	17"x30"x30"	Tier 15	P173030U15	217 lbs.
PC Unit - TIER 22	17"x30"x30"	Tier 22	P173030U22	226 lbs.



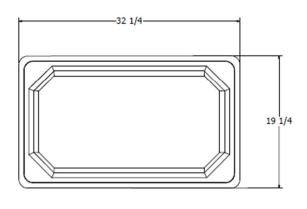
## 17"x30" PC UNIT, TIER 15/22 12", 18", 24", and 30" HEIGHT

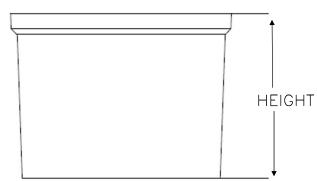


### AMERICAN POLYMER COMPANY









Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	17"×30"×12"	Tier 22	P173012B22	66 lbs.
Replacement Box	17"×30"×18"	Tier 22	P173018B22	100 lbs.
Replacement Box	17"×30"×24"	Tier 22	P173024B22	120 lbs.
Replacement Box	17"×30"×30"	Tier 22	P173030B22	145 lbs.
Replacement Lids — T15	17"×30"	Tier 15	Various	72 lbs.
Replacement Lids — T22	17"×30"	Tier 22	Various	81 lbs.

#### Bolt options

Hex Head



Machine Thread



Penta Head



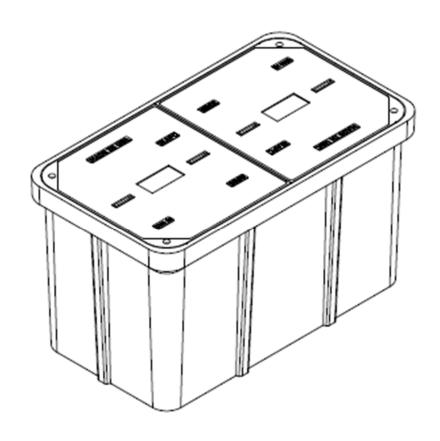
Auger Thread





## 33"x60" PC UNIT, 2PC TIER 15/22 36" HEIGHT





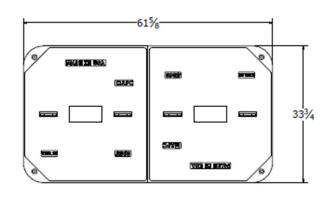
Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit - TIER 15	33"x60"x36"	Tier 15	P336036U15	930 lbs.
PC Unit - TIER 22	33"×60"×36"	Tier 22	P336036U22	1030 lbs.



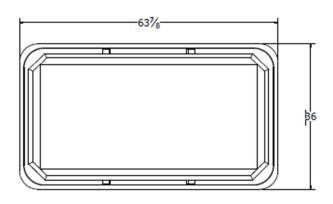
## 33"x60" PC UNIT, 2PC TIER 15/22 36" HEIGHT

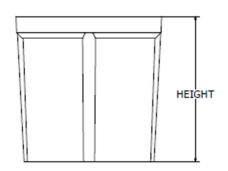


### AMERICAN POLYMER COMPANY









Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	33"×60"×36"	Tier 22	P336036B22	530 lbs.
Replacement Lids — T15	33"x60" (half)	Tier 15	Various	200 lbs.
Replacement Lids - T22	33"x60" (half)	Tier 22	Various	250 lbs.

### Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread





www.apcunderground.com

	Spacing Ch	arts Based on	MUTCD I	Must be A	pproved	by an En	gineer
	SIGN SPA	CING, FT.	BUFFER SPACE, FT.	TAF LENG			ANNELIZING PACING, FT.
Speed (MPH) Prior To Road Work	Non-Divided Highways	Divided Highways	Length	Shoulder (10 ft Width)	Lane (12 ft Width)	Through Taper	Through Buffer/Work Area
0-35	200	200	250	70	245	35	50
40-45	350	500	360	150	540	40	80
50-55	500	1000	495	185	660	50	100
60-70	SA-1000, SB-1	1500, SC-2640	730	235	840	60	120
•	Lirbon Low Cr	200d 100 ET					•

APPROVED/ACCEPTED BY: ENGINEER, OWNER, or PRIME CONTRACTOR Check for Notice to Proceed.

BLN01a-F01\_E Tamarack Trl -TCP1

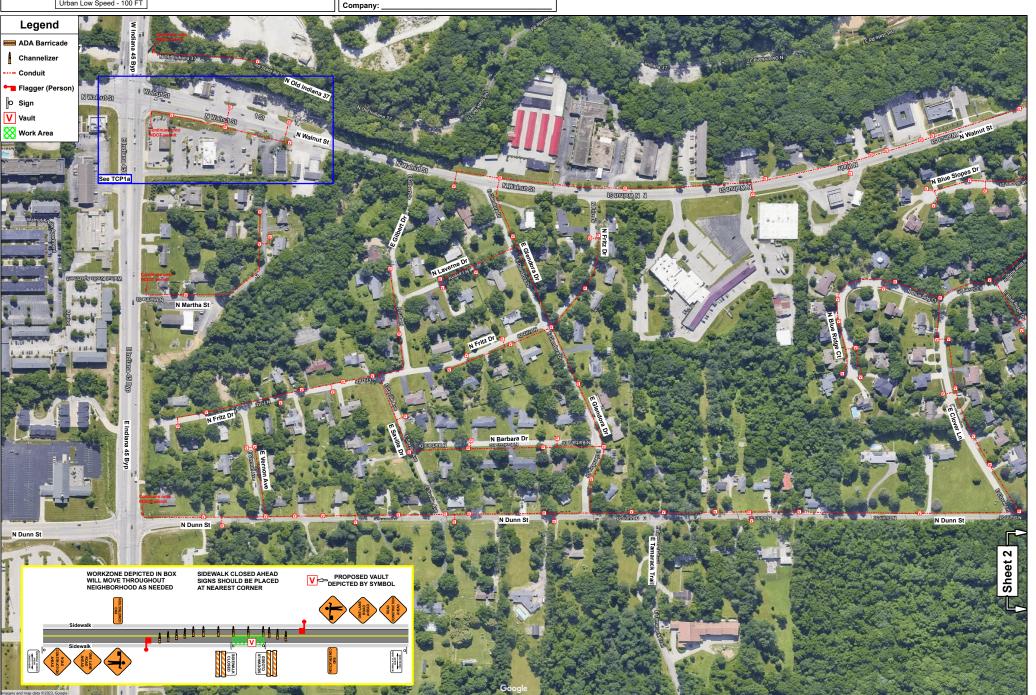
Signature:		
1 .		

Date: 2/13/2023 Project: BLN01a-F01 E Tamarack Trl -TCP1 : : Traffic Control Suggestion For: AEG : By: Road Runner Safety Services, Inc. : Nathan

#### Comments:

Road Runner
Safety Services, Inc Drawing not to scale. Traffic control plan must be approved by an engineer. This is a suggestion only. Road Runners Safety Services, Inc. has no liability for this suggested traffic control plan. Actual placement and spacing of all traffic control devices will depend on field conditions and must conform to MUTCD standards.





	g Charts Based on I SPACING, FT.	BUFFER SPACE, FT.	Must be A TAP LENGT		CHA	ANNELIZING ACING, FT.	APPROVED/ACCEPTED BY: ENGINEER, OWNER, or PRIME CONTRACTOR		Date: 2/13/2023 Project: BLN01a-F01 E Tamarack Trl -TCP1a : : Traffic Control Suggestion For: AEG : By: Road Runner Safety Services, Inc. : Nathan
Speed (MPH) Non-Di	ided Divided	Length	Shoulder (10 ft Width)	Lane	Through	Through	Check for Notice to Proceed.	Road Runner	
ior To Road Work Highv						Buffer/Work Area	BLN01a-F01_E Tamarack Trl -TCP1a		Comments:
0-35 20 40-45 35		250 360	70 150	245 540	35 40	50 80		Safety Services,Inc	Drawing not to scale. Traffic control plan must be approved by an engineer. This is a suggestion only. Road Runners Safety Services, Inc. has no liability for this suggested traffic control plan.
40-45 35 50-55 50		495	185	660	50	100	Signature:		Actual placement and spacing of all traffic control devices will depend on field conditions and
	SB-1500, SC-2640	730	235	840	60	120	oignature.		must conform to MUTCD standards.
	ow Speed - 100 FT						Company:		Legend Manifest
	W Veughn Gipp wa	W Riley lor			College College		N (N Old Indiana 37	OTIGAT (MOLITORILISMO) OTION O	Windiana 45 Byp (Construction)  Wold State Rd 37  Wold Indiana 35

Indiene 45 Byp

Google Earth

	Spacing Ch	arts Based on	MUTCD I	Must be A	pproved	by an En	gineer
	SIGN SPA	CING, FT.	BUFFER SPACE, FT.	TAF LENG1			ANNELIZING ACING, FT.
Speed (MPH) Prior To Road Work	Non-Divided Highways	Divided Highways	Length	Shoulder (10 ft Width)		Through Taper	Through Buffer/Work Area
0-35	200	200	250	70	245	35	50
40-45	350	500	360	150	540	40	80
50-55	500	1000	495	185	660	50	100
60-70	SA-1000, SB-1	1500, SC-2640	730	235	840	60	120

APPROVED/ACCEPTED BY:
ENGINEER, OWNER, or PRIME CONTRACTOR
Check for Notice to Proceed.
BLN01a-F01_E Tamarack Trl -TCP2

Signature:

eck for Notice to Proceed. F01_E Tamarack TrI -TCP2	Ro

ate: 2/13/2023	Project:	BLN01a-F01	Ε.	Tamarack Trl -TCP2	,
Traffic Contro	ol Sugge	stion For: Al	ĒG		

By: Road Runner Safety Services, Inc.: Nathan

#### Comments:

Drawing not to scale. Traffic control plan must be approved by an engineer. This is a suggestion only. Road Runners Safety Services, Inc. has no liability for this suggested traffic control plan.

Actual placement and spacing of all traffic control devices will depend on field conditions and must conform to MUTCD standards.





	Spacing Ch	arts Based on	MUTCD I	Must be A	pproved	by an En	gineer
	SIGN SPA	CING, FT.	BUFFER SPACE, FT.	TAF LENG1			ANNELIZING ACING, FT.
Speed (MPH) Prior To Road Work	Non-Divided Highways	Divided Highways	Length	Shoulder (10 ft Width)	Lane (12 ft Width)	Through Taper	Through Buffer/Work Area
0-35	200	200	250	70	245	35	50
40-45	350	500	360	150	540	40	80
50-55	500	1000	495	185	660	50	100
60-70	SA-1000, SB-1	1500, SC-2640	730	235	840	60	120
	Link on Larry Co	1 400 FT					

APPROVED/ACCEPTED BY:	
ENGINEER, OWNER, or PRIME CONTRACTOR	
Check for Notice to Proceed.	
BLN01a-F01_E Tamarack Trl -TCP3	

E	BLN01a-F01_E Tamarack Trl -TCP3	
Signature:		

Date: 2/13/2023 Project: BLN01a-F01 E Tamarack Trl -TCP3 : Traffic Control Suggestion For: AEG : By: Road Runner Safety Services, Inc. : Nathan

#### Comments:

Drawing not to scale. Traffic control plan must be approved by an engineer. This is a suggestion only. Road Runners Safety Services, Inc. has no liability for this suggested traffic control plan. Actual placement and spacing of all traffic control devices will depend on field conditions and must conform to MUTCD standards.







# CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

ROW EXCAVATION ROW USE

ADDRESS OF ROW ACTIVITY: E Tamarack Trl

401 N Morton Street, Suite 130 P.O. Box 100 Bloomington, IN 47402

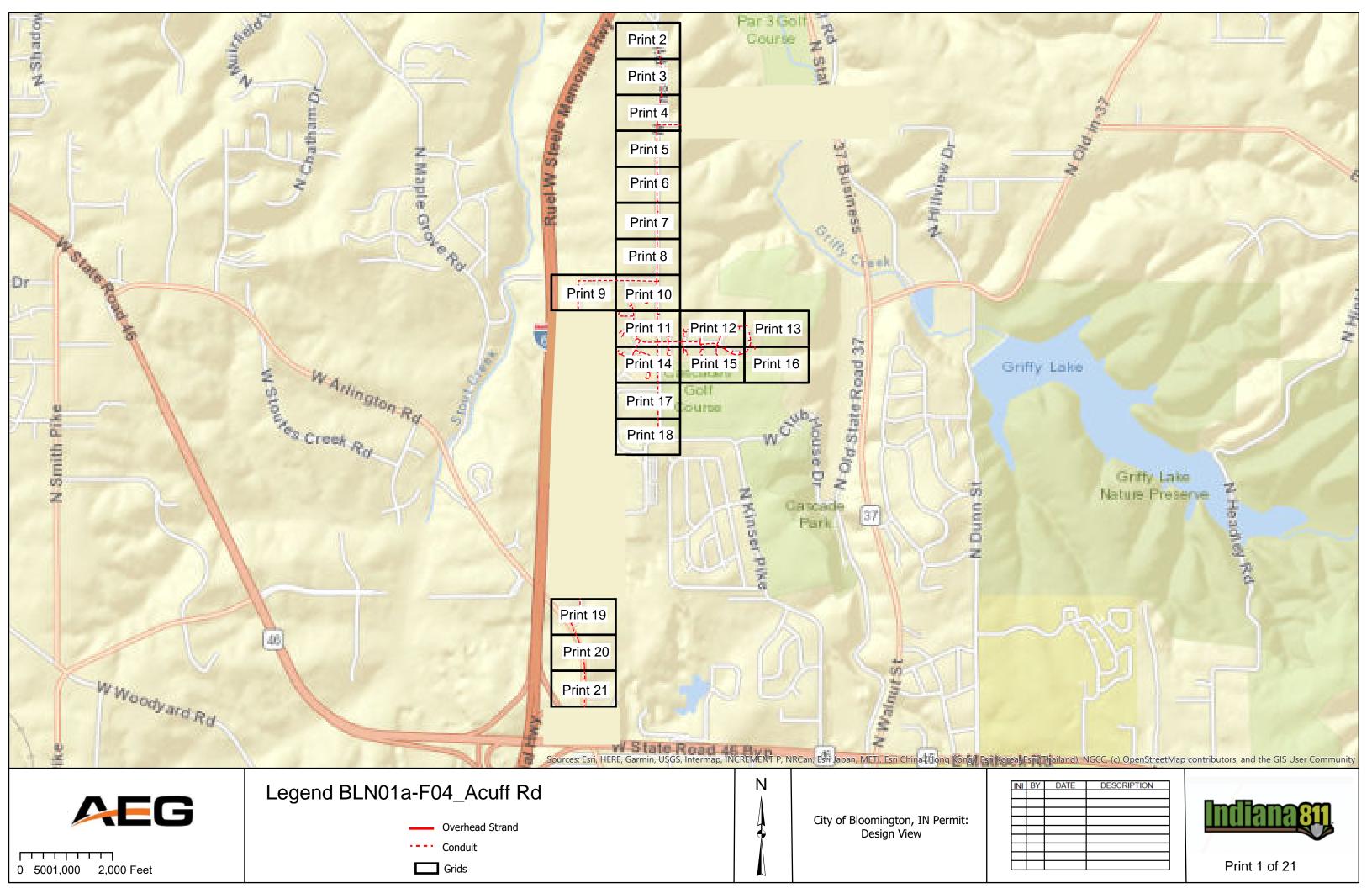
Phone: (812) 349-3913 Fax: (812) 349-3520

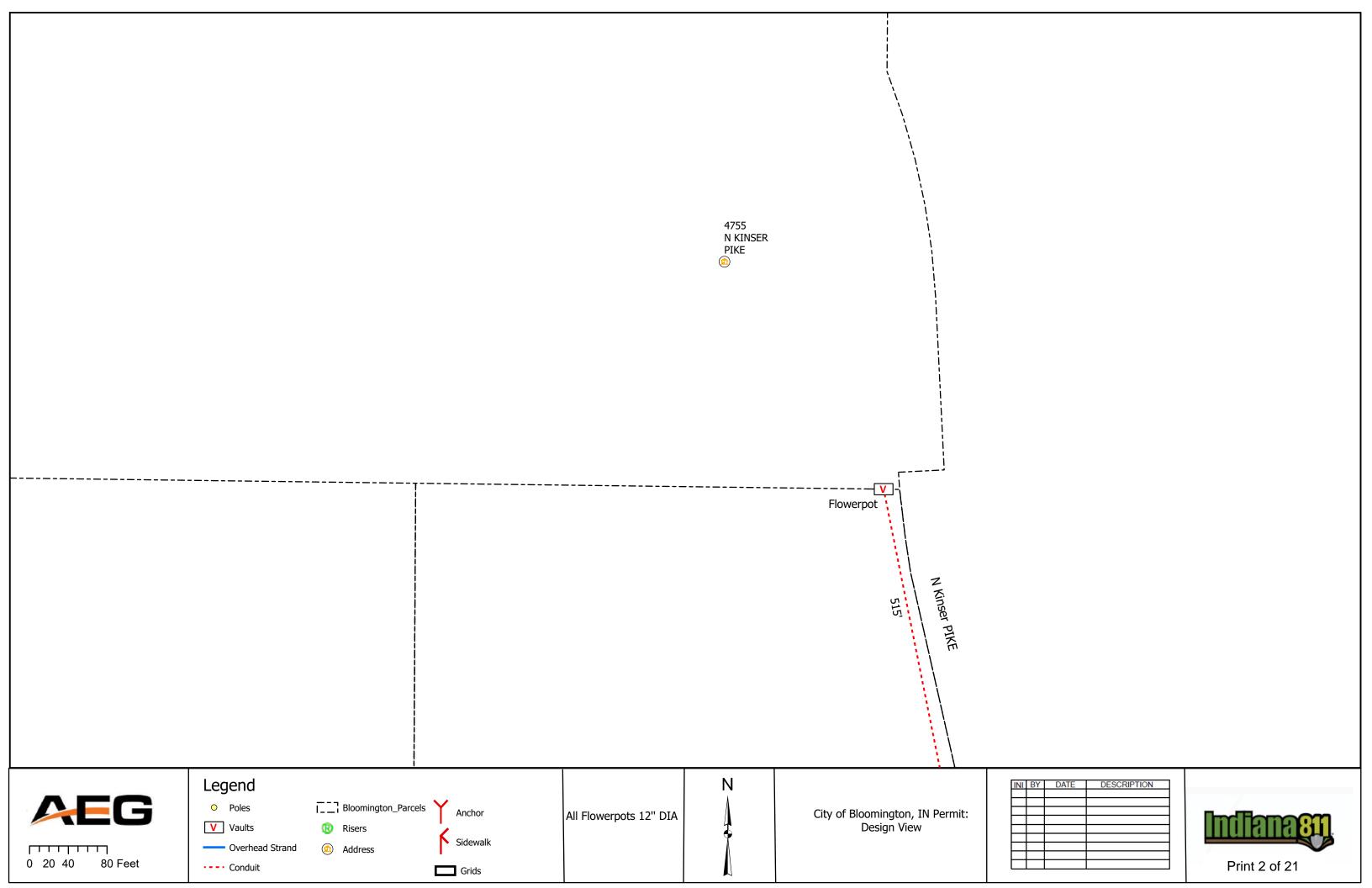
Email:

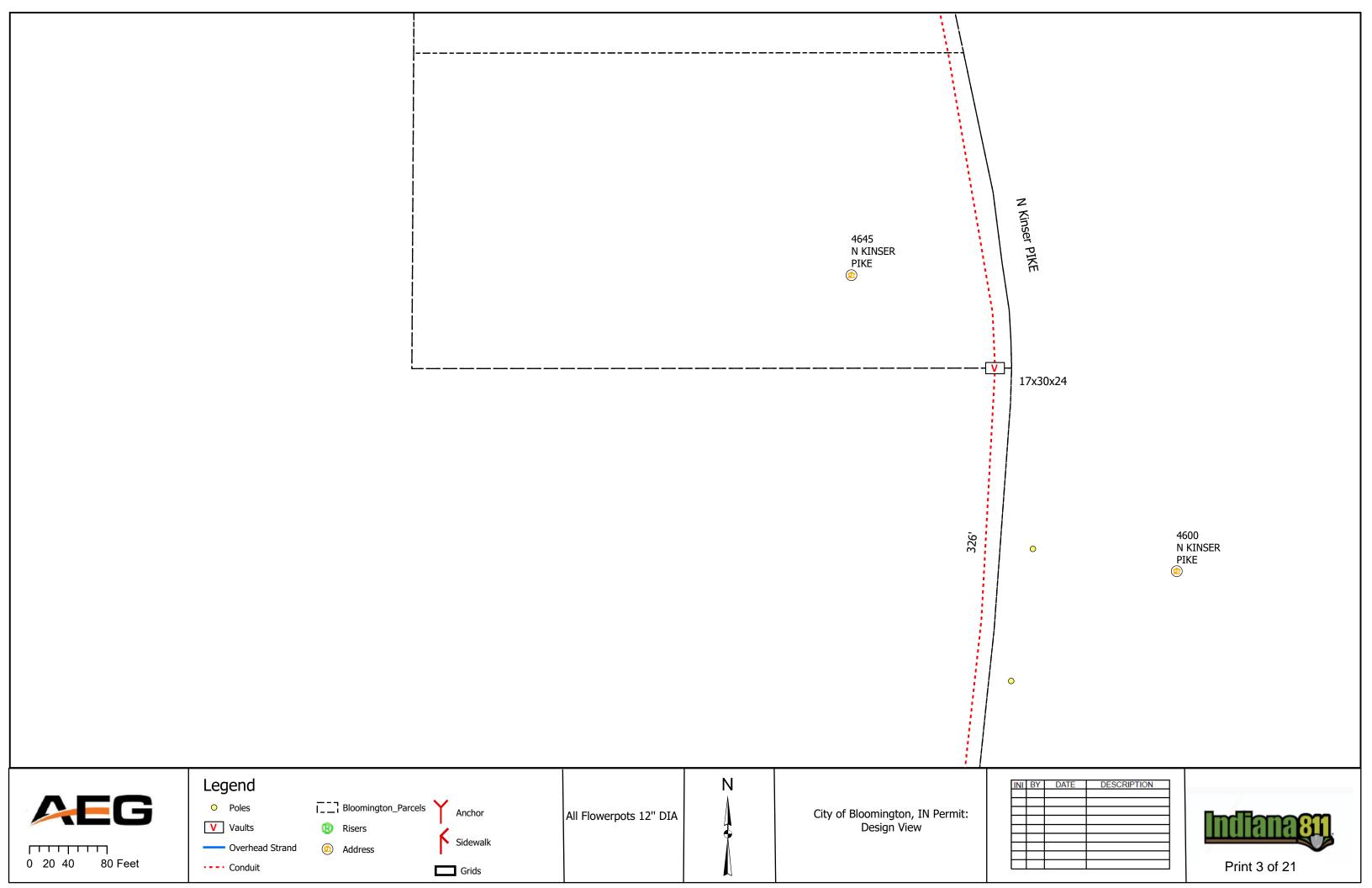
engineering@bloomington.in.gov

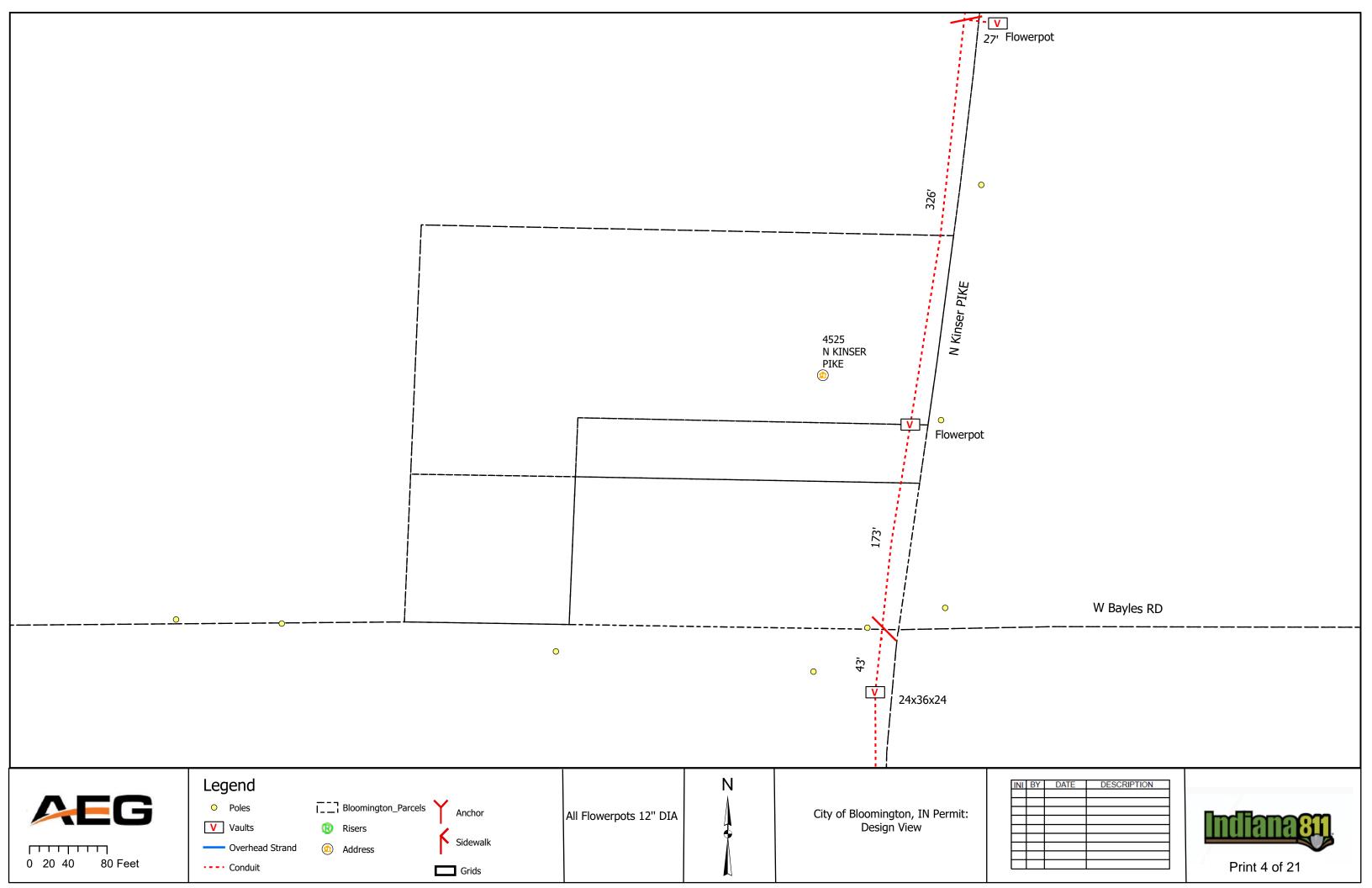
A. APPLICANT/AGENT INFORMATION:	D. TRAFFIC CONTROL DEVICES*:
APPLICANT NAME: Bret Simons	☑ CONES ☐ ARROWBOARD
E-MAIL: bret.simons@aeg.cc	☐ LIGHTED BARRELS ☐ TYPE 3 BARRICADES
COMPANY: Atlantic Engineering Group	☐ FLAGGERS ☐ BPD OFFICER
ADDRESS: P.O. Box 349	*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT)PLAN IS YOUR RESPONSIBILITY AND REQUIRED
CITY, STATE, ZIP: Buford, GA 30515	See page 3 for additional MOT resources; the graph paper can be used for your MOT
24-HR EMERGENCY CONTACT NAME: <u>(706)654-2298</u>	site plan if needed or you can submit a separate sheet  E. METERED PARKING SPACES NEEDED:   N  N
24-HR CONTACT PHONE #:	IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S)
INSURANCE # <u>*:</u> TB5-691-473497-082 COMPANY: _ ACORD	APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/
BOND#*: 1160465COMPANY: LEXON	moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436
* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED	F. IS THIS A □ CBU*□ COUNTY* □ IU*□ NP* PROJECT?
**SUBCONTRACTOR INFORMATION**	PROJECT NAME: BLN01a-F01 E Tamarack Trl
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)	PROJECT #: BLN01a-F01 E Tamarack Trl
COMPANY NAME:	PROJECT MGR.: Lex Mullins
B. WORK DESCRIPTION:	PROJECT MGR.#: 215-847-8819
□ POD/DUMPSTER □ CRANE □ SCAFFOLDING ☑ CONSTRUCTION USE*	*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY
(EXPLAIN): Excavation	G. EXCAVATIONS:
*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND	SQ FT OF PAVEMENT* EXCAVATIONS : N/A
C. RIGHT OF WAY TO BE USED/CLOSED:	*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS
STREET NAME 1: E Tamarack Trl	SQ FT OF NON-PAVEMENT* EXCAVATIONS: 847.26 Sq Ft *DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE
1ST INTERSECTING STREET NAME:	LINEAL FT OF BORE*: 41,225 Lineal Ft
2ND INTERSECTING STREET NAME:	*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS
□ ROAD CLOSURE ☑ LANE CLOSURE 1 ☑ 2 □ 3 □	# OF POLE INSTALLATIONS/REMOVAL: N/A
☑ SIDEWALK* □ BIKE LANE □ OTHER	SQ FT OF SIDEWALK RECONSTRUCTION*: N/A
TRANSIT STOP? ☐ Y ☐ N PARKING LANE(S)** ⅢY ☐ N **NON-METERED	*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED
START DATE: Mar 3rd END DATE: # OF DAYS*: 30	SQ FT OF SIDEWALK NEW CONSTRUCTION*: N/A
	*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE
STREET NAME 2:	#RESIDENTIAL DRIVEWAY INSTALLATION: N/A
1ST INTERSECTING STREET NAME:	TO SUBMIT A LOCATE REQUEST 24 HRS A DAY,
2ND INTERSECTING STREET NAME:	7 DAYS A WEEK CALL 811 OR 800-382-5544
□ ROAD CLOSURE □□□ANE CLOSURE 1 □ 2 □ 3 □ □	Know what's below. Call before you'dig.  CALL 2 WORKING DAYS BEFORE YOU DIG.  ITS THE LAW.
□ SIDEWALK* □ BIKE LANE □ □ □ HER	H. INDEMNIFICATION AGREEMENT:
TRANSIT STOP? ☐ Y ☐ N PARKING LANE(S)** ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ N-*NON-METERED	The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the
START DATE:# OF DAYS*:	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
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW	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.
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM	I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE
STANDARD CLOSURE HOURS *NON-STANDARD CLOSURE HOURS REQUESTED CLOSURE HOURS:AMPM	FOREGOING REPRESENTATIONS ARE TRUE.
REQUESTED CLOSURE HOURS:AMPM *non-standard hours may not be allowed near schools, on arterials, or other	PRINT NAME: Bret Simons
circumstances and are subject to approval during the permitting process	SIGNATURE: Bret Simons
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)	DATE: 2/10/2023
For Administration Use Only (applicable to CLOSURE approval)	
Approved By: BPW City En	ngineer Director Date:

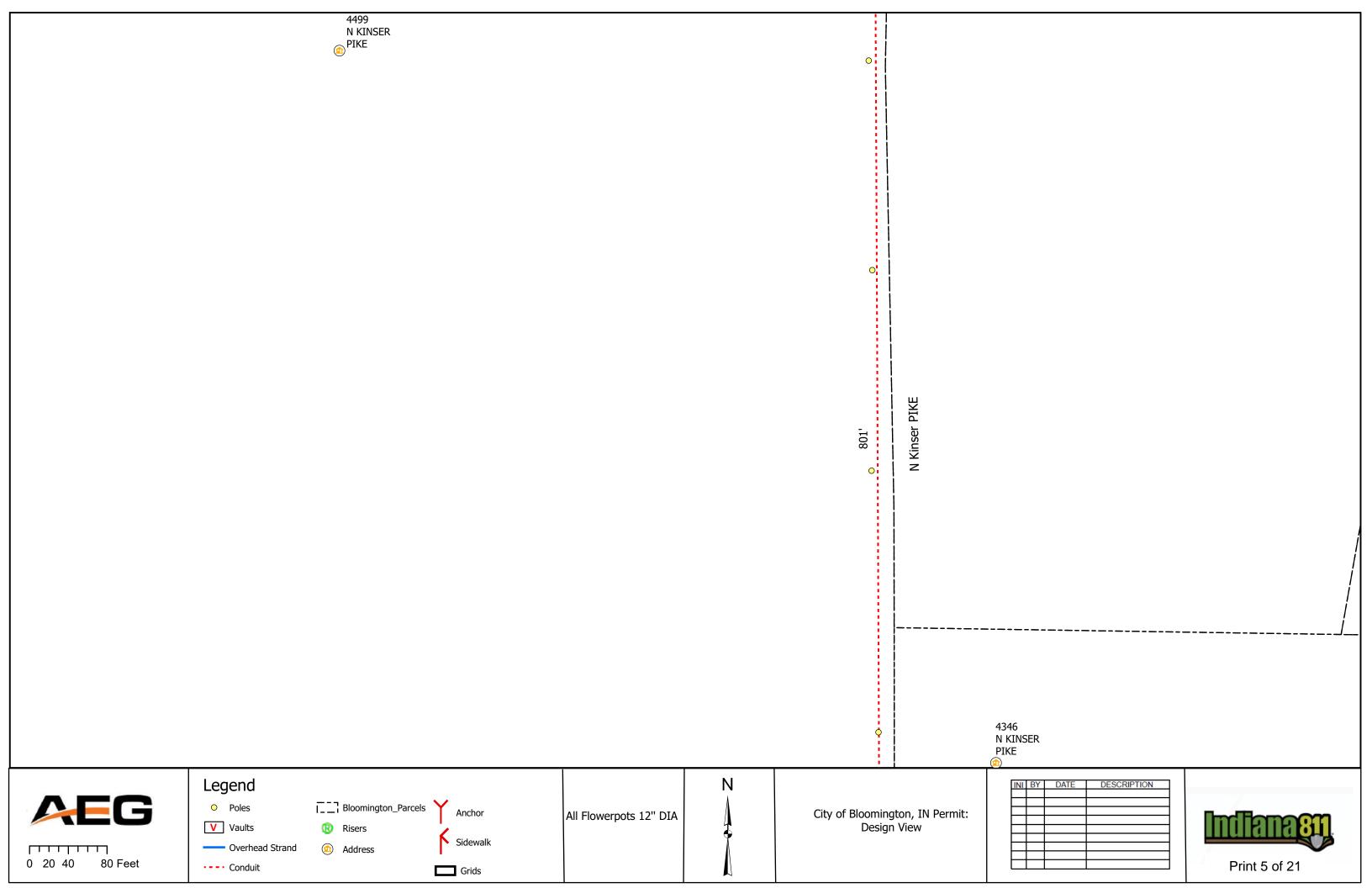
Staff Representative: \_\_\_\_\_Phone#: \_\_\_\_Date:\_

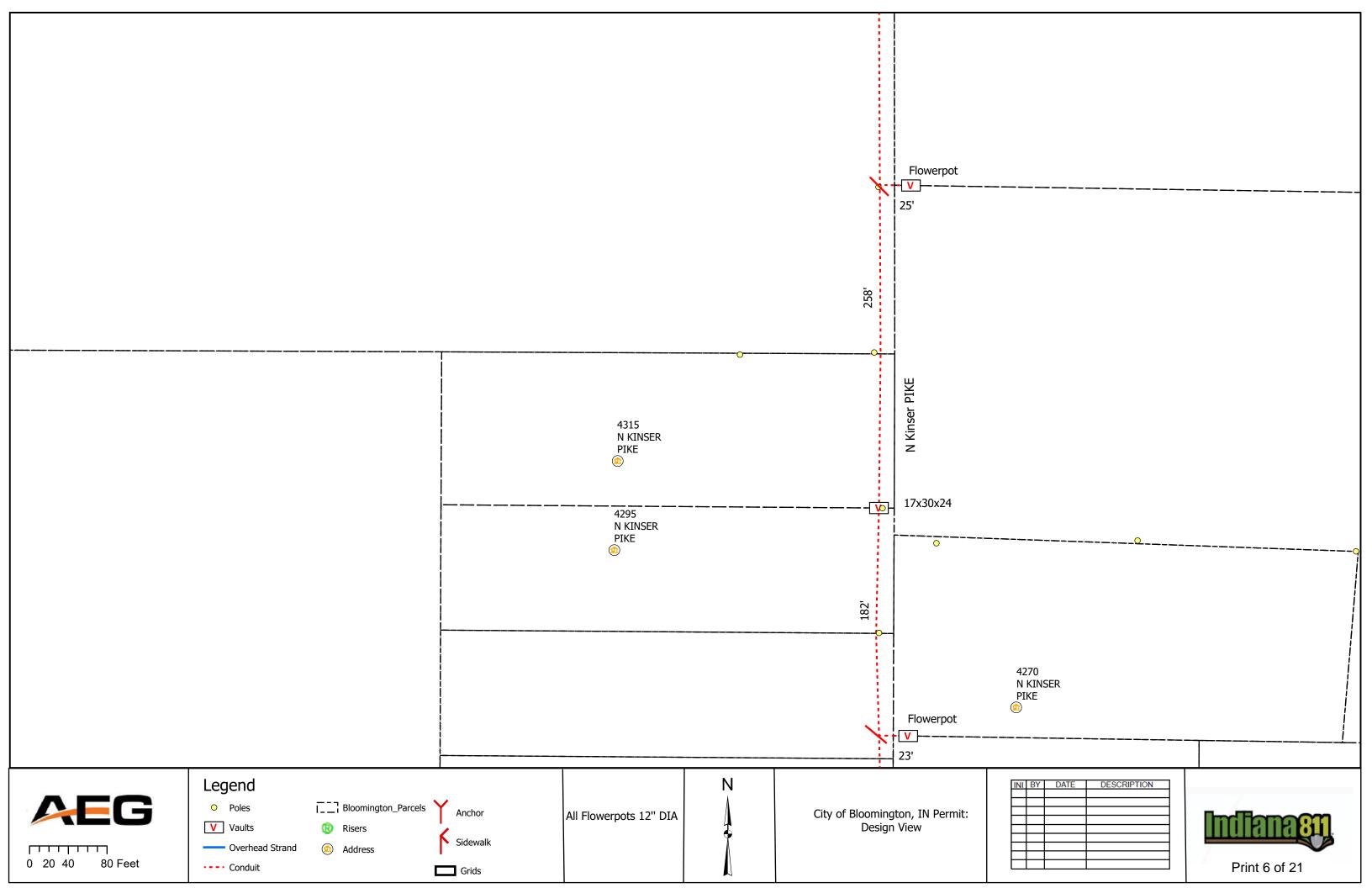


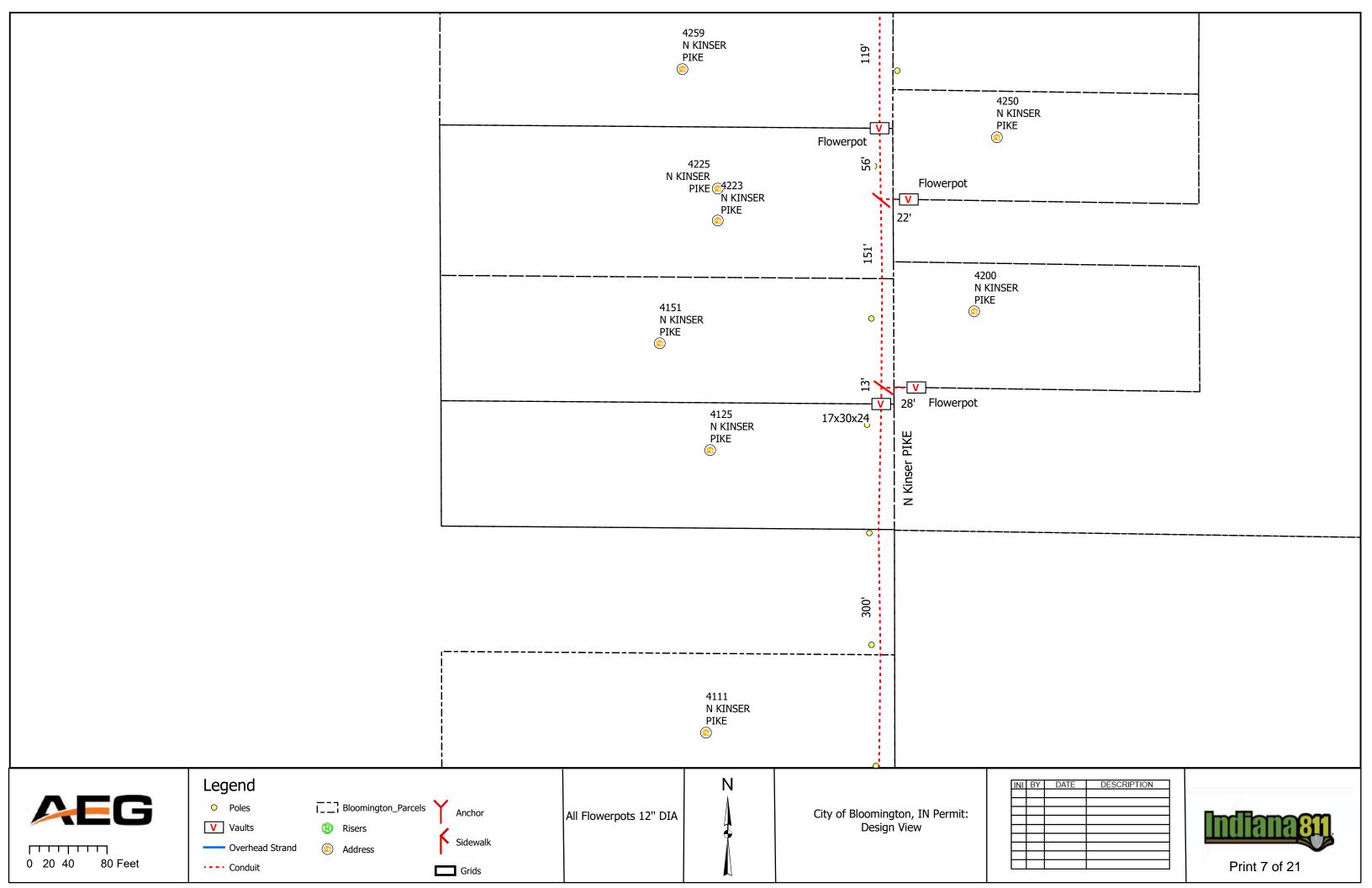


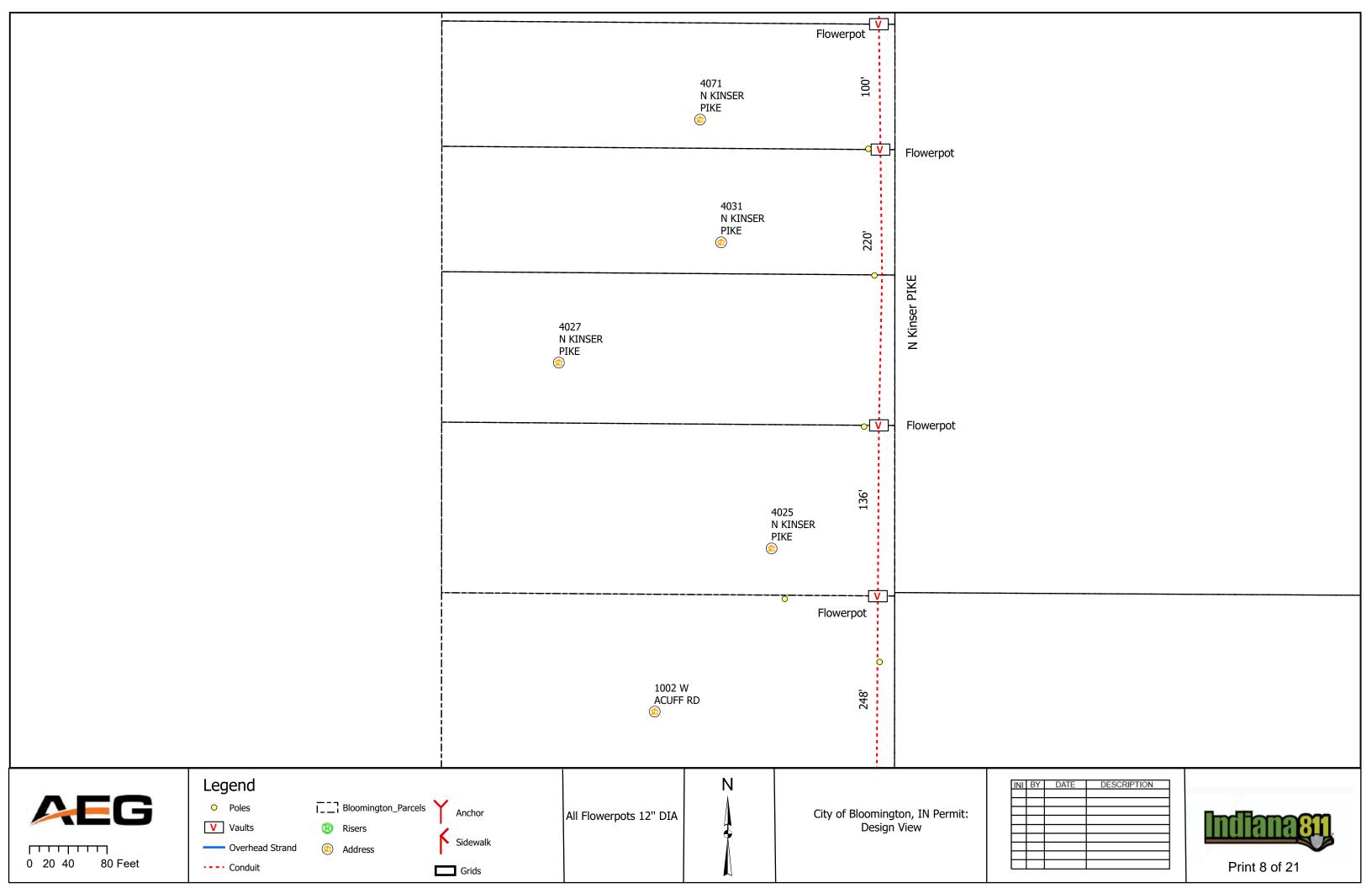


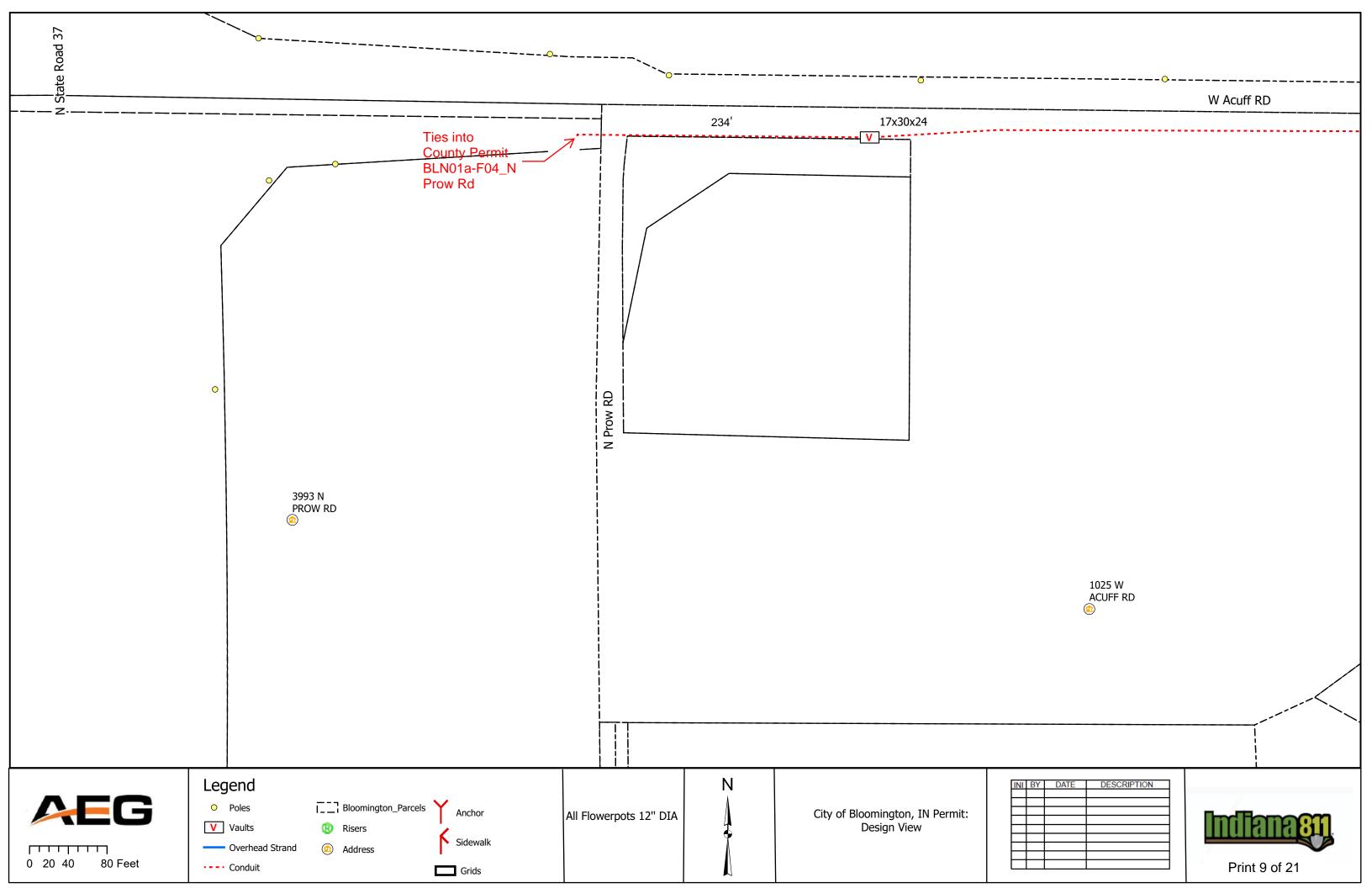


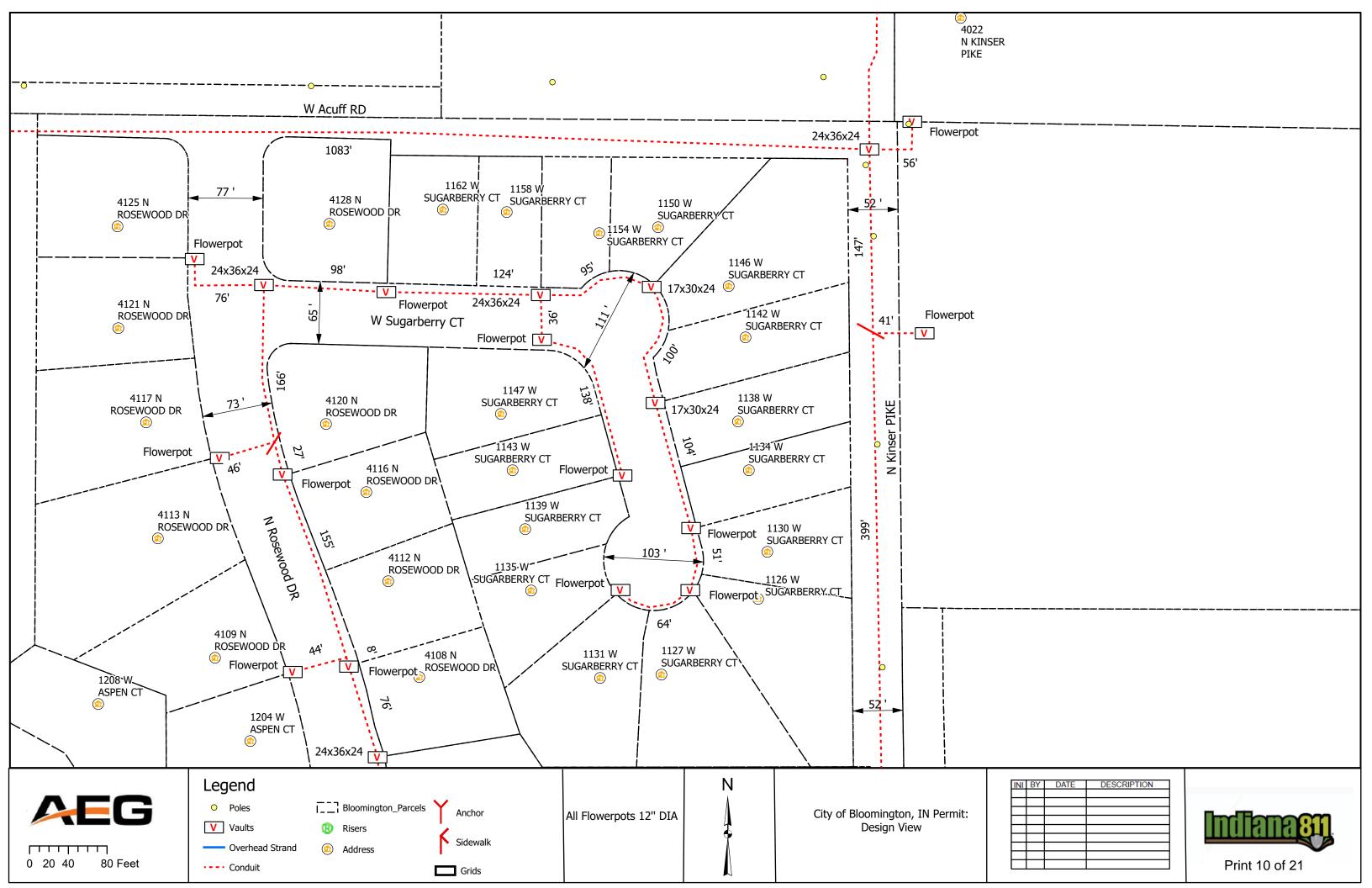


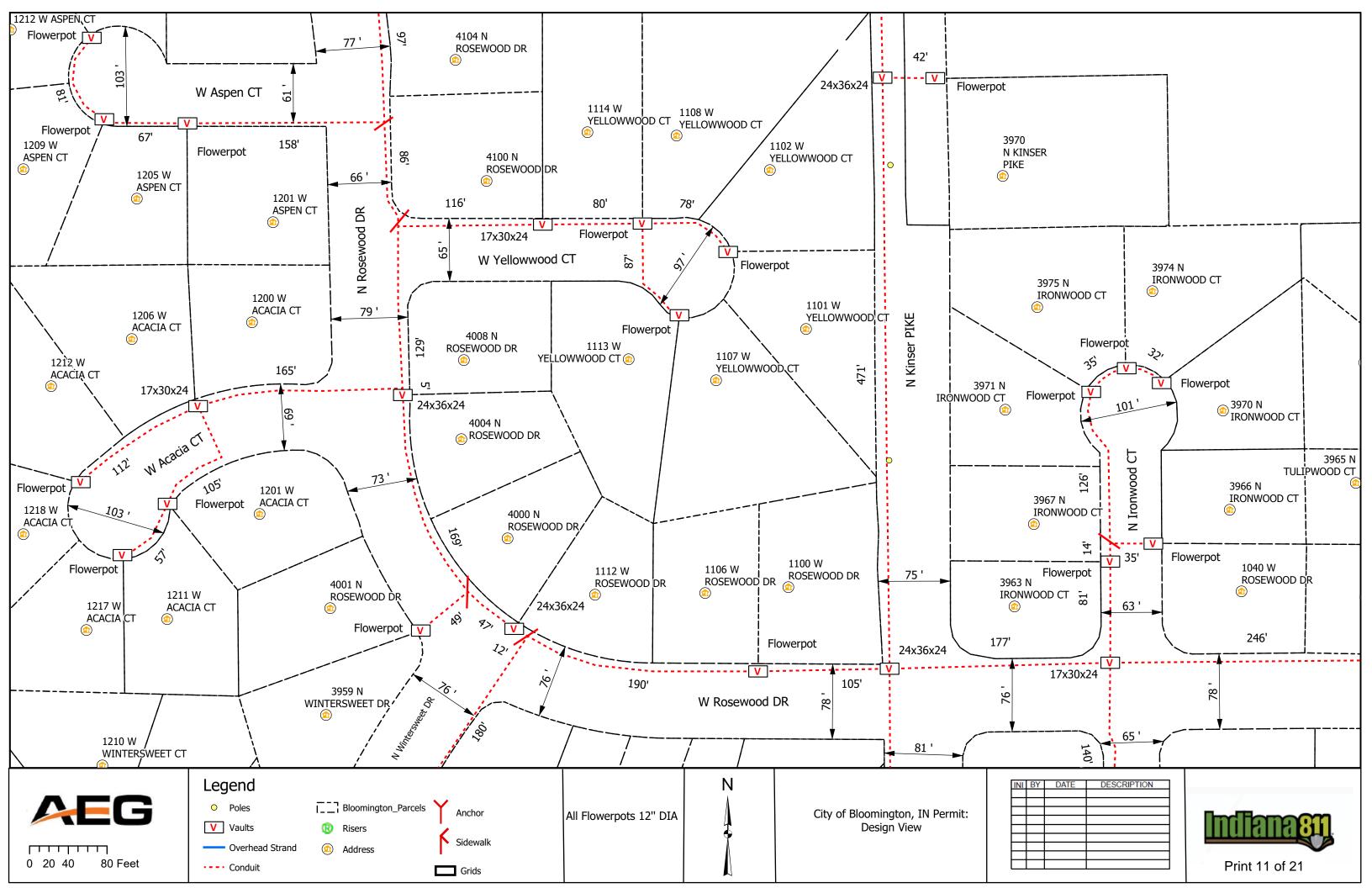


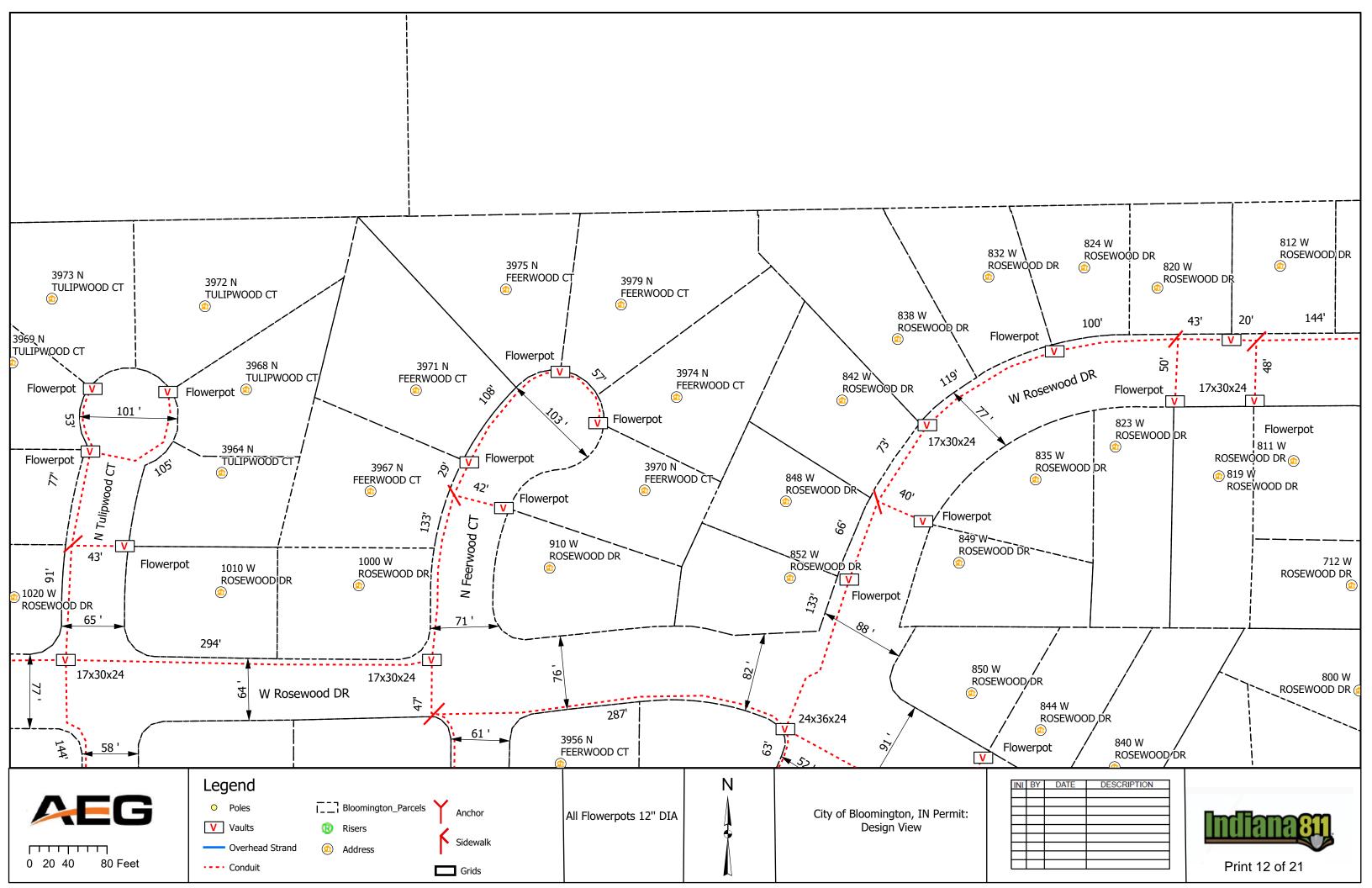


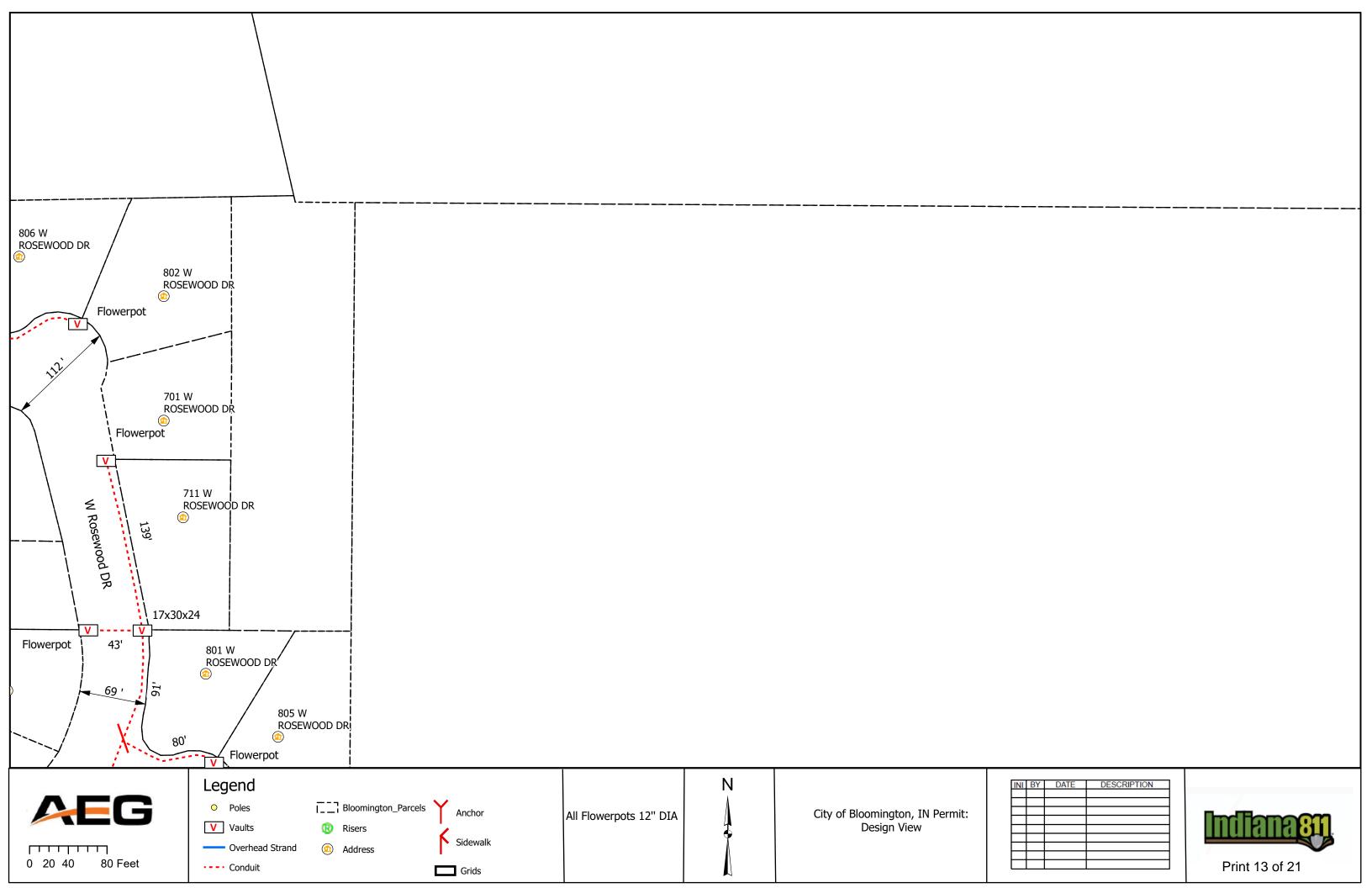


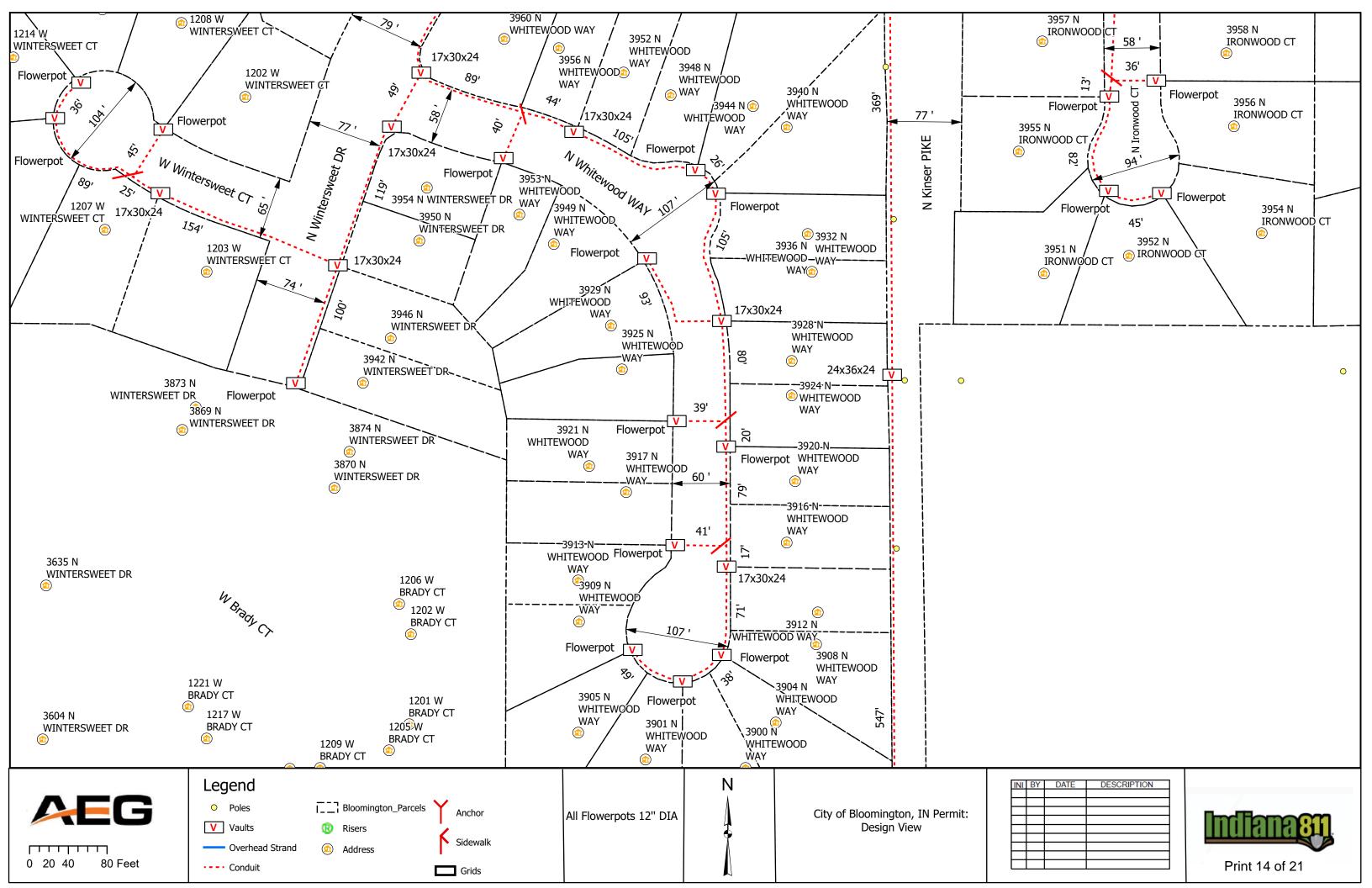


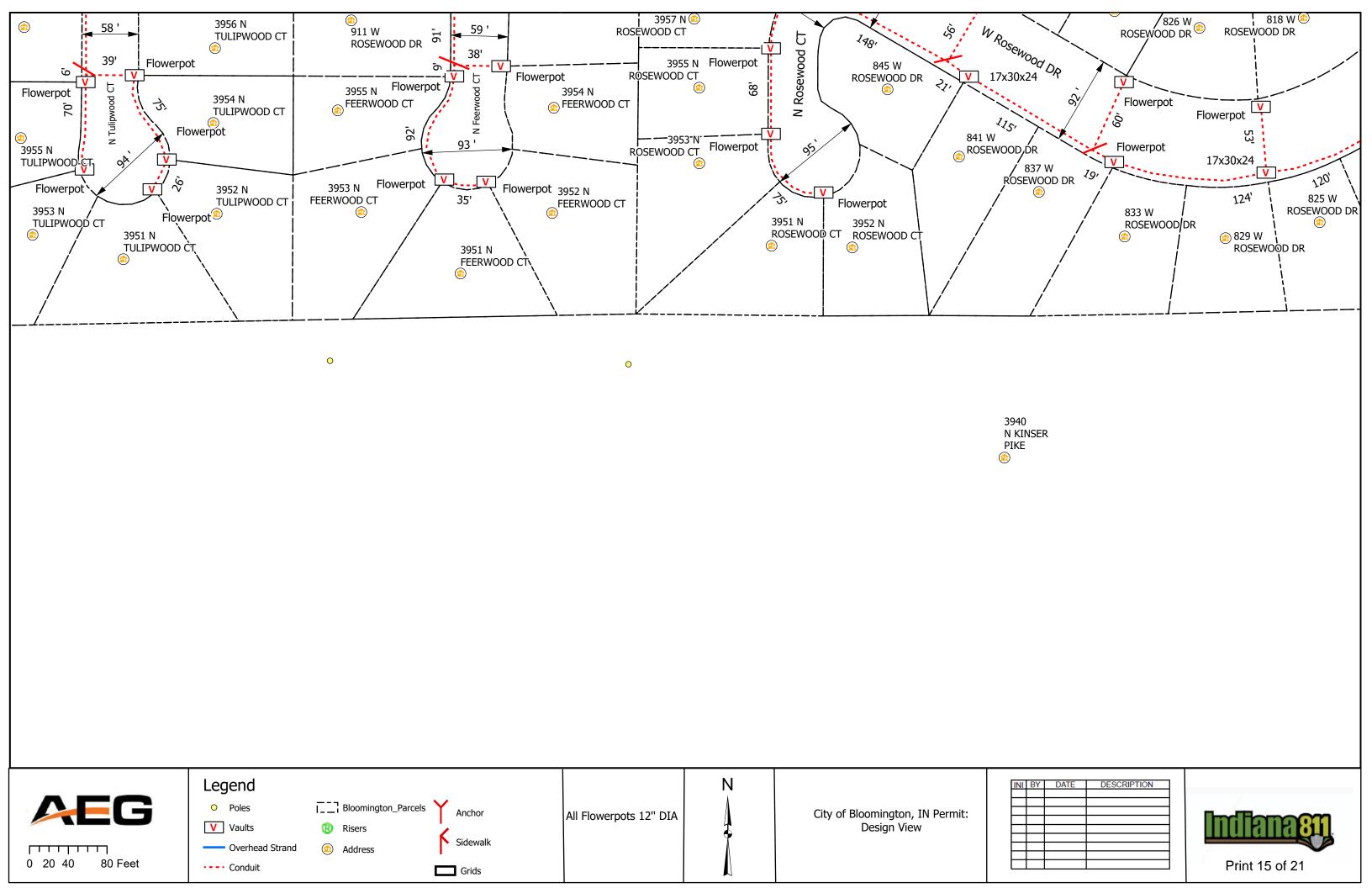


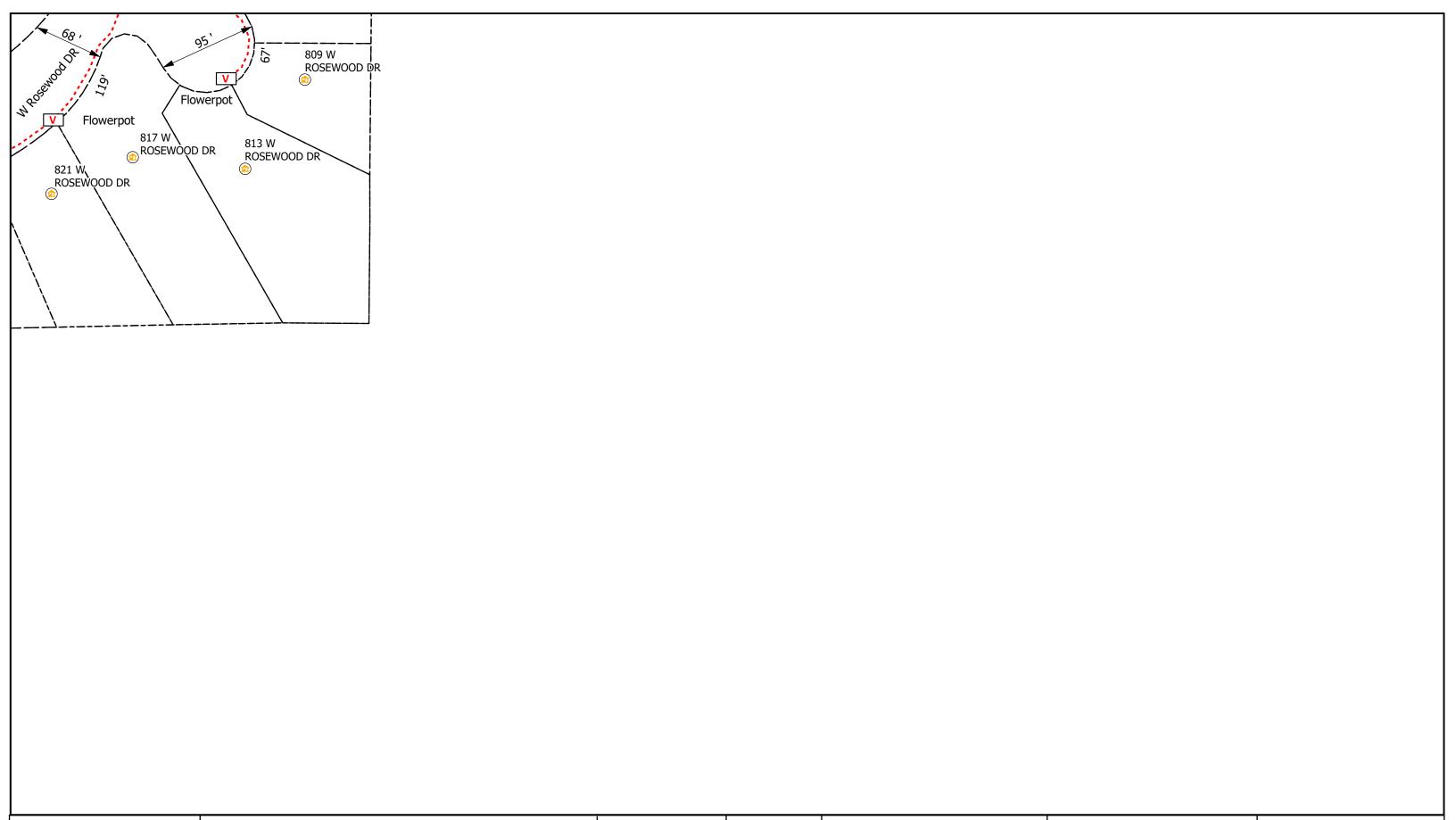




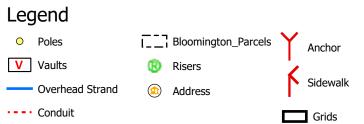








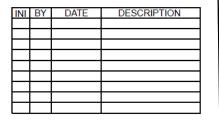




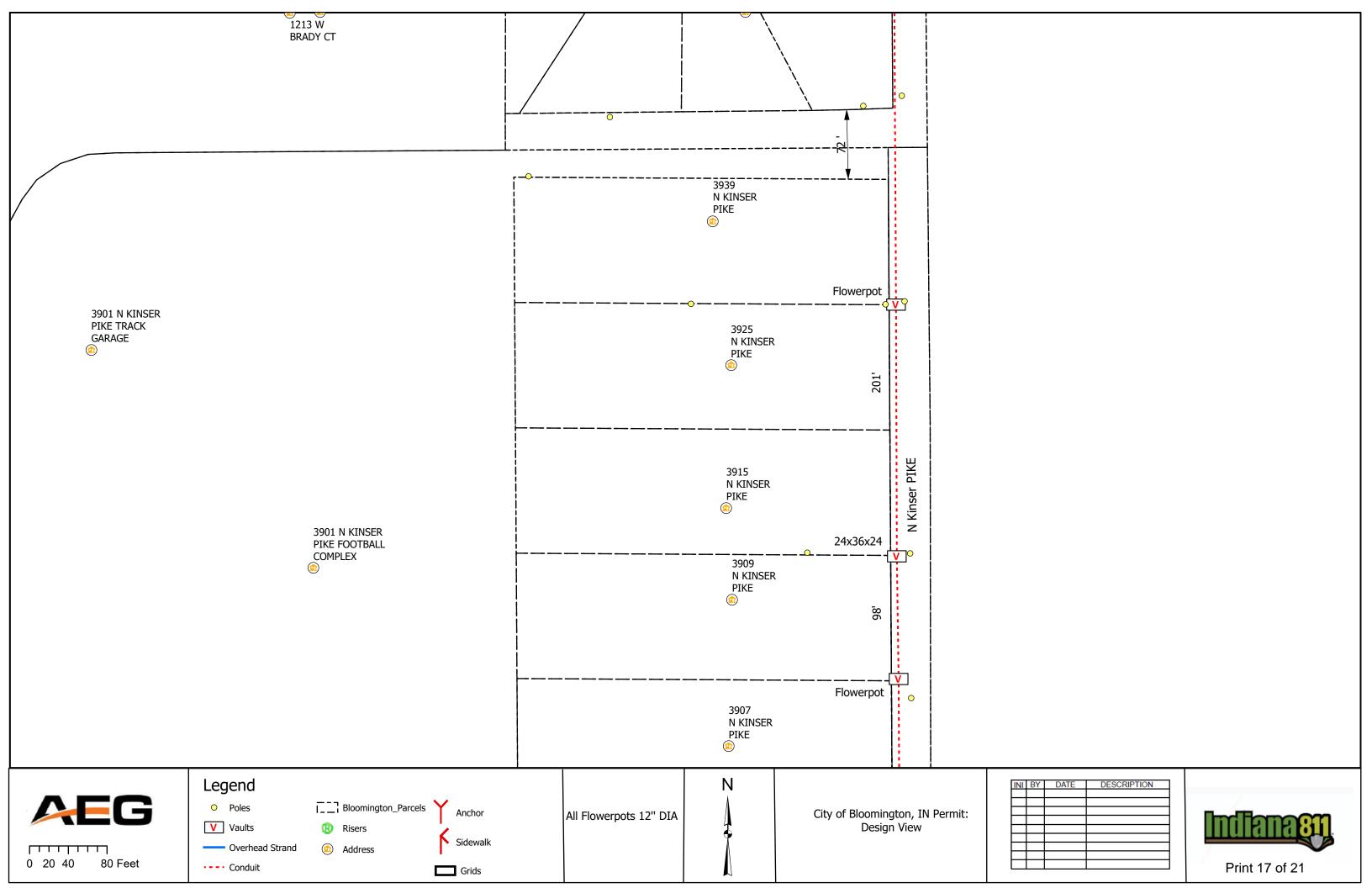


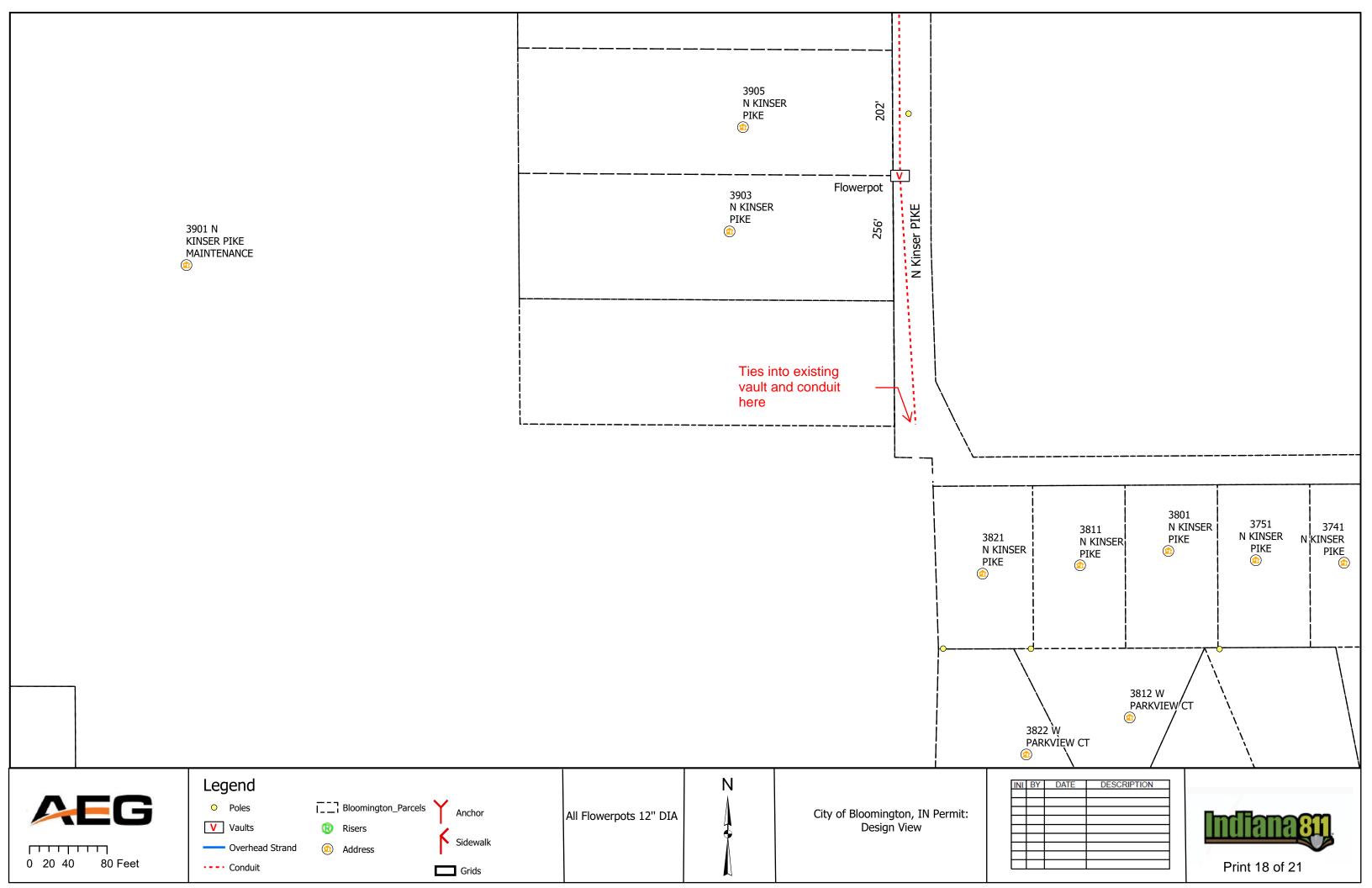
All Flowerpots 12" DIA

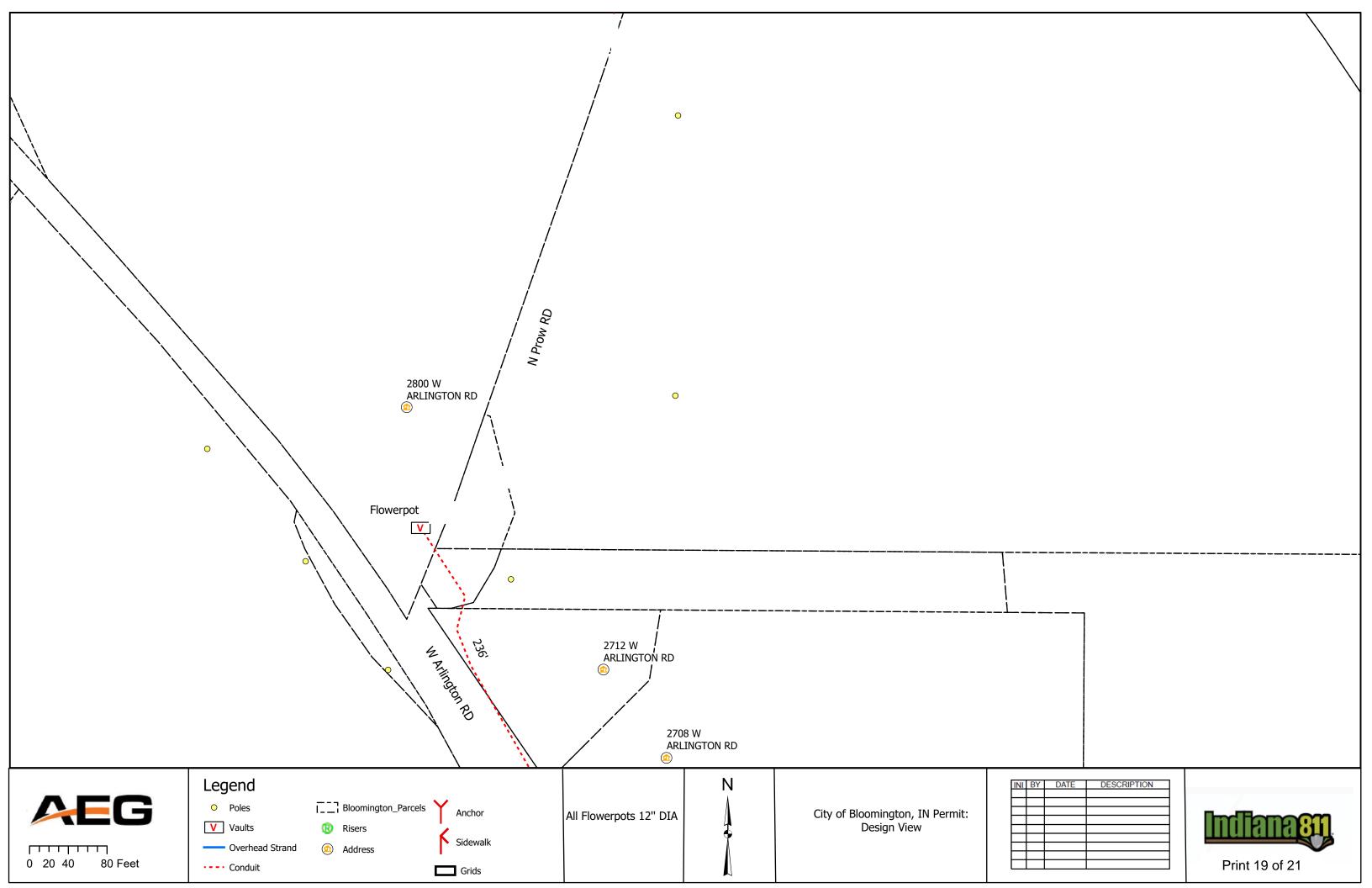
City of Bloomington, IN Permit: Design View

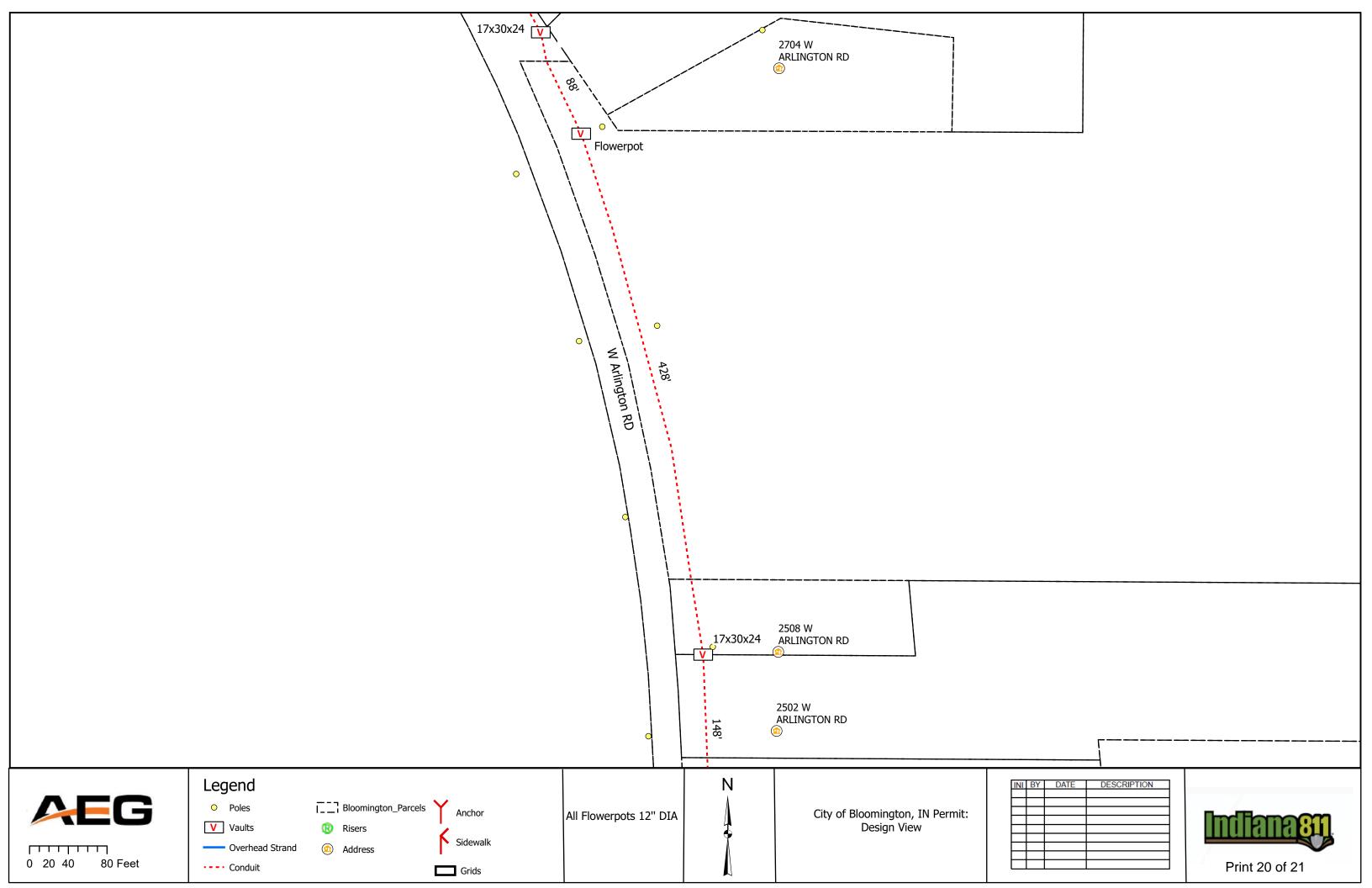


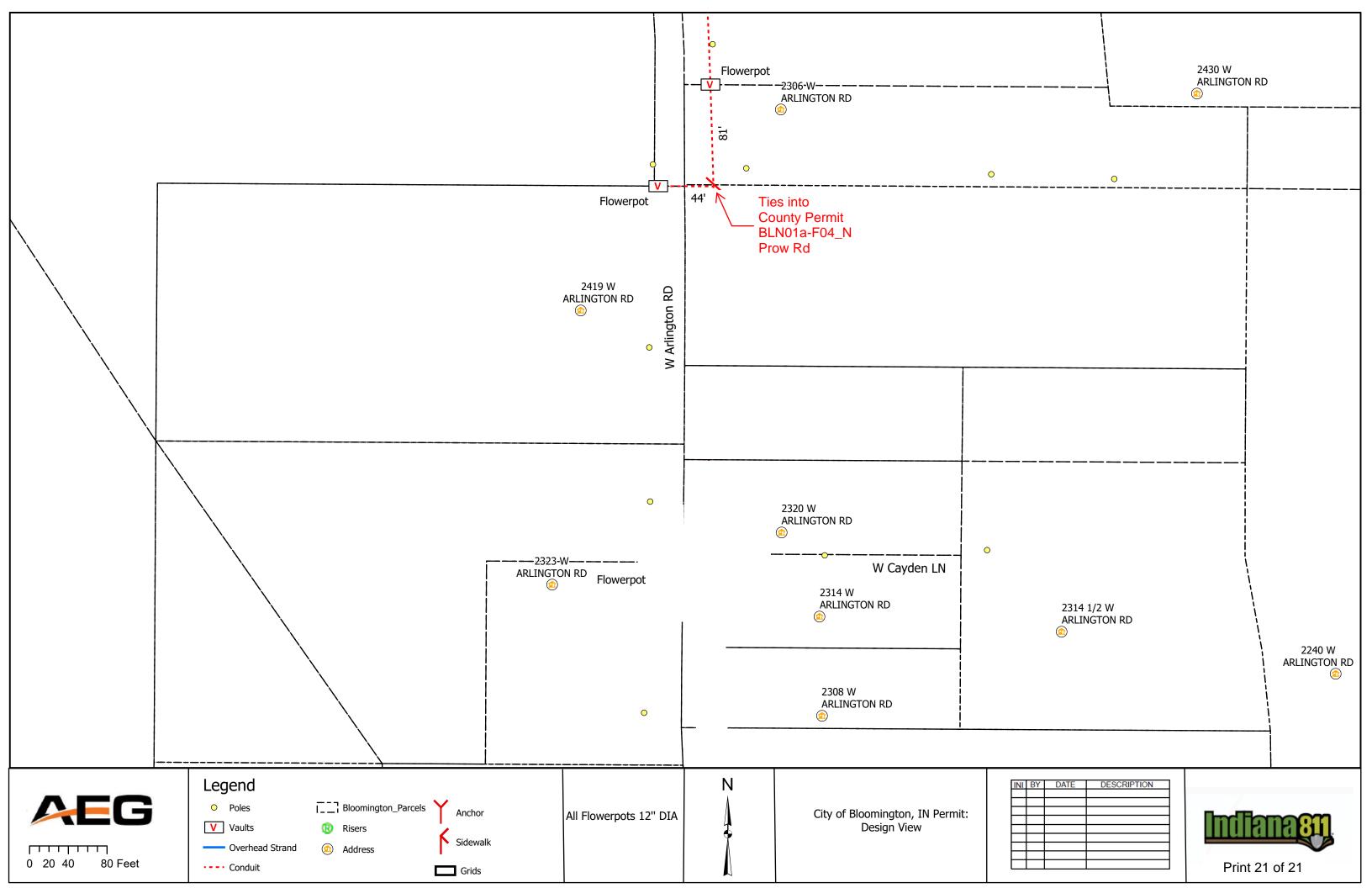












**RUS** Listed

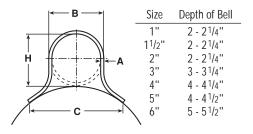
## Carlon PV-Mold Nonmetallic Pole Riser System

Carlon PV-Mold is a nonmetallic pole riser system designed to protect communications power cable installed on poles.

### Features:

- Meets or exceeds requirements outlined in the National Electric Safety Code (NESC).
- Designed in accordance with NEMA TC-19 specifications.
- Ultraviolet, cold temperature and corrosive atmosphere resistant.
- Schedule 40 wall meets Schedule 80 PVC conduit impact requirements per NEMA TC-19.
- No grounding required.
- Belled end fits over each added section or conduit.
- · Flame retardant.
- Requires no maintenance.
- PV-Mold acts as an insulator against electrical shock.
- Interchangeable parts and accessories to match the needs of specific requirements.

## Flanged Overall Length 10 Feet, Including Bell



Slots are 1/2" from side to side, and allow for expansion and contraction.

Slot Dimensions: for sizes 2" through 6" are  $^{5}/_{16}$ " wide,  $^{3}/_{4}$ " long.

Slot Dimensions: for 1" and  $1^{1/2}$ " are 3/16" wide, 3/4" long.

Slot Spacing: 18" from center, beginning 6" from end.





Steel U-Guard requires grounding strapping and does not have belled ends.



PV-Mold has belled ends, flanged design and does not require grounding.

### **Standard Duty**

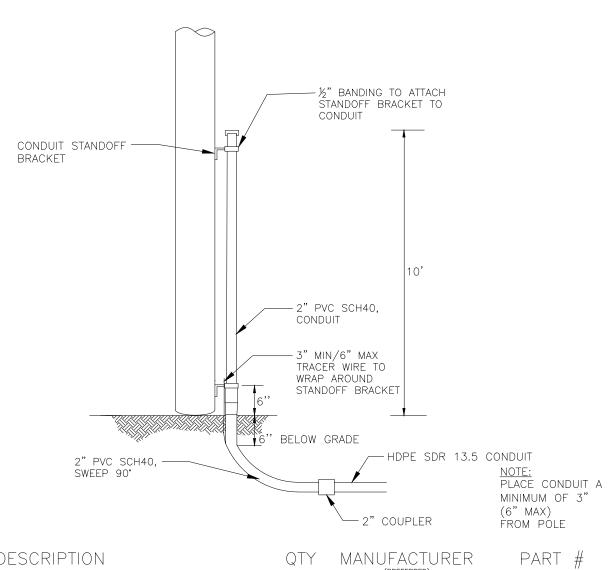
Part No.	Size	Std. Ctn. Qty.	Std. Ctn. Wt. (lbs.)		Dimensi B	ons C	Н	Actual Impact @ 0°C 20 Pound Tup
59208N	1"	294	1059	0.100"	15/8"	23/8"	15/8"	40 FtLbs.
59211N	2"	136	726	0.100"	23/8"	41/2"	23/8"	100 FtLbs.
59211X (5' length)	2"	136	363	0.100"	23/8"	41/2"	23/8"	100 FtLbs.
59213N	3"	66	761	0.150"	31/2"	6''	31/2"	110 FtLbs.
59213X (5' length)	3"	66	381	0.150"	31/2"	6"	31/2"	100 FtLbs.
59215N	4"	65	910	0.150"	41/2"	6 <sup>1</sup> /2"	41/2"	110 FtLbs.
59216N	5"	30	515	0.150"	51/2"	71/2"	51/2"	110 FtLbs.

## **Heavy Duty Schedule 40**

	•							
59010N	11/2"	200	1142	0.145"	129/32"	31/2"	129/32"	100 FtLbs.
59011N	2"	136	1214	0.154"	2 3/8"	41/2"	23/8"	150 FtLbs.
59013N	3"	66	937	0.216"	31/2"	6''	3 9/32"	150 FtLbs.
59015N	4''	65	1621	0.237"	41/2"	61/2"	41/2"	260 FtLbs.
59015X (5' length)	4"	65	707	0.237"	41/2"	61/2"	41/2"	260 FtLbs.
59016N	5"	30	870	0.258"	51/2"	71/2"	51/2"	260 FtLbs.
59017N	6"	30	1160	0.280"	65/8"	83/4"	6 <sup>5</sup> /8"	260 FtLbs.

## Extra Heavy Duty Schedule 80

59411N	2"	136	1549	0.218"	23/8"	41/2"	23/8"	300 FtLbs.
59413N	3"	66	1495	0.030"	31/2"	6''	31/2"	525 FtLbs.



DESCRIPTION	QTY	MANUFACTURER (PREFERRED)	PART #
SCREW, LAG, 1/2" x 4-1/2"	10		
HDPE SDR 13.5 CONDUIT, VARIOUS SIZES	N/A		
2" PVC SCH40, RISER PIPE	1		
#12 TRACER WIRE	N/A		
2" PVC SCH40, SWEEP, 90 DEG	1		
CONDUIT STANDOFF BRACKET	VARIES		
CONDUIT STRAP KIT	VARIES		
2" COUPLER	1		

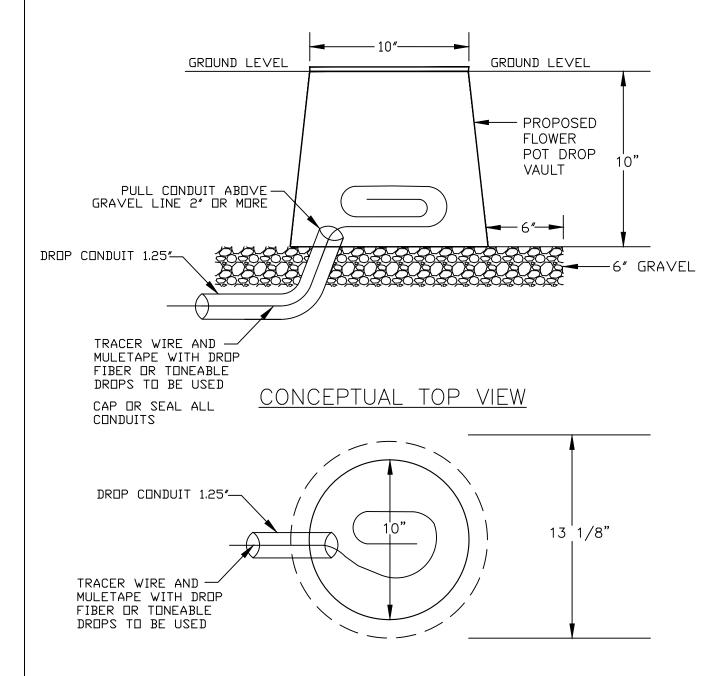


SCALE: NTS

DATE: 02/03/2022 REVISION: CLM TYPICAL RISER CONDUIT WOOD POLE

(R2-W)

## CONCEPTUAL SIDE VIEW



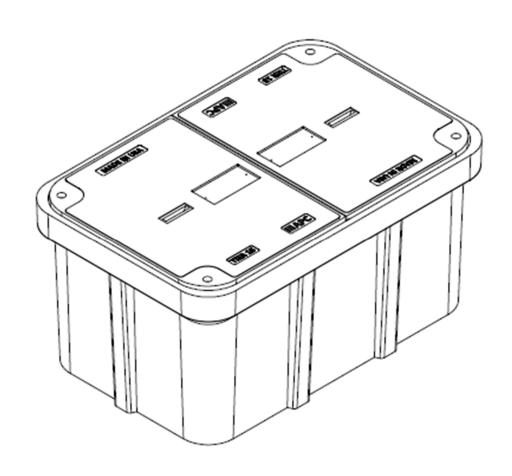


FLOWER POT

## 30"x48" PC UNIT, 2PC TIER 15/22 18", 24", and 36" HEIGHT



## AMERICAN POLYMER COMPANY



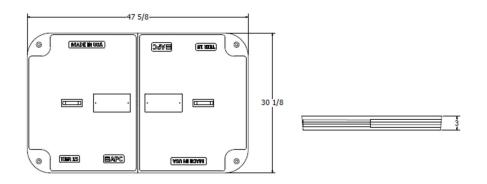
Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit - TIER 15	30"×48"×18"	Tier 15	P304818HU15	460 lbs.
PC Unit - TIER 22	30"×48"×18"	Tier 22	P304818HU22	525 lbs.
PC Unit - TIER 15	30"×48"×24"	Tier 15	P304824HU15	510 lbs.
PC Unit - TIER 22	30"×48"×24"	Tier 22	P304824HU22	575 lbs.
PC Unit - TIER 15	30"×48"×36"	Tier 15	P304836HU15	615 lbs.
PC Unit - TIER 22	30"×48"×36"	Tier 22	P304836HU22	680 lbs.

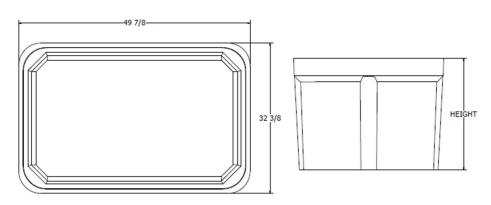


## 30"x48" PC UNIT, 2PC TIER 15/22 18", 24", and 36" HEIGHT



## AMERICAN POLYMER COMPANY





Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	30"×48"×18"	Tier 22	P304818B22	185 lbs.
Replacement Box	30"×48"×24"	Tier 22	P304824B22	235 lbs.
Replacement Box	30"×48"×36"	Tier 22	P304836B22	340 lbs.
Replacement Lids — T15	30"x48" (half)	Tier 15	Various	150 lbs.
Replacement Lids - T22	30"x48" (half)	Tier 22	Various	170 lbs.

## Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread

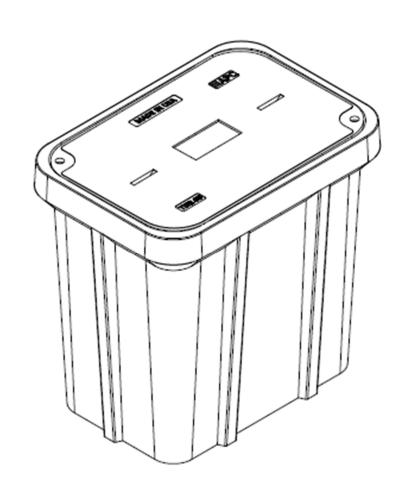




## 24"x36" PC UNIT, TIER 15/22 18", 24", 30", and 36" HEIGHT



## AMERICAN POLYMER COMPANY



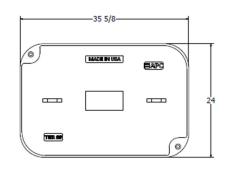
Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit - TIER 15	24×36"×18"	Tier 15	P243618U15	335 lbs.
PC Unit - TIER 22	24×36"×18"	Tier 22	P243618U22	355 lbs.
PC Unit - TIER 15	24×36 <b>"</b> ×24"	Tier 15	P243624U15	365 lbs.
PC Unit - TIER 22	24×36"×24"	Tier 22	P243624U22	385 lbs.
PC Unit - TIER 15	24×36"×30"	Tier 15	P243630U15	395 lbs.
PC Unit - TIER 22	24×36"×30"	Tier 22	P243630U22	415 lbs.
PC Unit - TIER 15	24×36"×36"	Tier 15	P243636U15	425 lbs.
PC Unit - TIER 22	24×36"×36"	Tier 22	P243636U22	445 lbs.



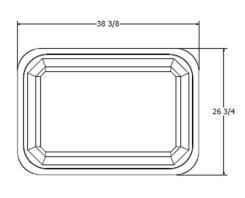
## 24"x36" PC UNIT, TIER 15/22 18", 24", 30", and 36" HEIGHT

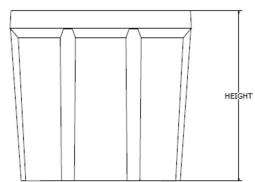


## AMERICAN POLYMER COMPANY









Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	24"x36"x18"	Tier 22	P243618B22	165 lbs.
Replacement Box	24"x36"x24"	Tier 22	P243624B22	195 lbs.
Replacement Box	24"×36"×30"	Tier 22	P243630B22	225 lbs.
Replacement Box	24"x36"x36"	Tier 22	P243636B22	255 lbs.
Replacement Lids — T15	24"×36"	Tier 15	Various	170 lbs.
Replacement Lids - T22	24"×36"	Tier 22	Various	190 lbs.

## Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread



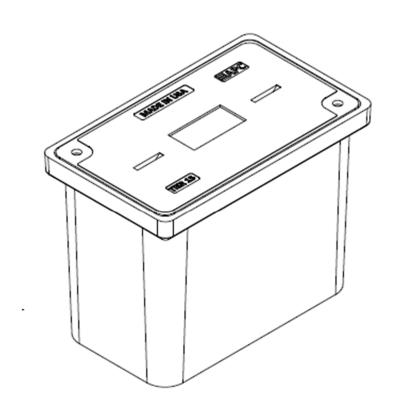


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## 17"x30" PC UNIT, TIER 15/22 12", 18", 24", and 30" HEIGHT



## AMERICAN POLYMER COMPANY



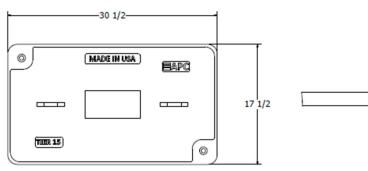
Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit - TIER 15	17"x30"x12"	Tier 15	P173012U15	138 lbs.
PC Unit - TIER 22	17"x30"x12"	Tier 22	P173012U22	147 lbs.
PC Unit - TIER 15	17"x30"x18"	Tier 15	P173018U15	172 lbs.
PC Unit - TIER 22	17"x30"x18"	Tier 22	P173018U22	181 lbs.
PC Unit - TIER 15	17"x30"x24"	Tier 15	P173024U15	192 lbs.
PC Unit - TIER 22	17"x30"x24"	Tier 22	P173024U22	201 lbs.
PC Unit - TIER 15	17"x30"x30"	Tier 15	P173030U15	217 lbs.
PC Unit - TIER 22	17"x30"x30"	Tier 22	P173030U22	226 lbs.



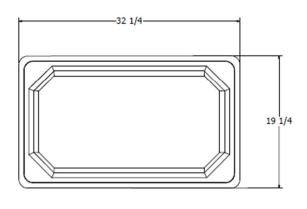
## 17"x30" PC UNIT, TIER 15/22 12", 18", 24", and 30" HEIGHT

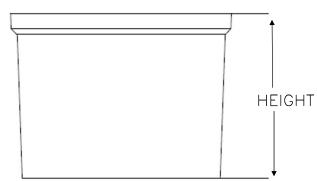


## AMERICAN POLYMER COMPANY









Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	17"×30"×12"	Tier 22	P173012B22	66 lbs.
Replacement Box	17"×30"×18"	Tier 22	P173018B22	100 lbs.
Replacement Box	17"×30"×24"	Tier 22	P173024B22	120 lbs.
Replacement Box	17"×30"×30"	Tier 22	P173030B22	145 lbs.
Replacement Lids — T15	17"×30"	Tier 15	Various	72 lbs.
Replacement Lids — T22	17"×30"	Tier 22	Various	81 lbs.

### Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread

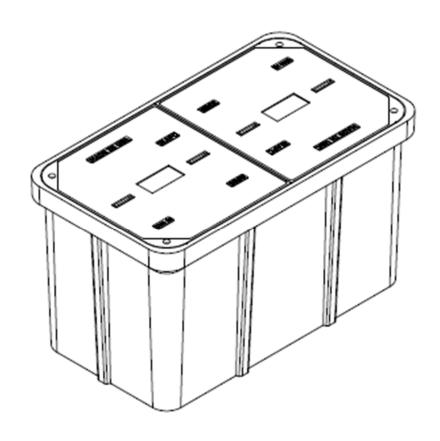




## 33"x60" PC UNIT, 2PC TIER 15/22 36" HEIGHT



## AMERICAN POLYMER COMPANY



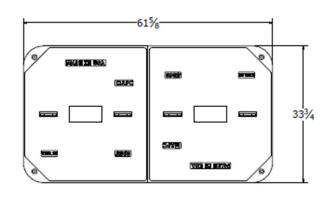
Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit - TIER 15	33"x60"x36"	Tier 15	P336036U15	930 lbs.
PC Unit - TIER 22	33"×60"×36"	Tier 22	P336036U22	1030 lbs.



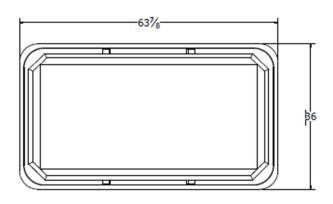
## 33"x60" PC UNIT, 2PC TIER 15/22 36" HEIGHT

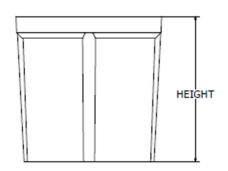


## AMERICAN POLYMER COMPANY









Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	33"×60"×36"	Tier 22	P336036B22	530 lbs.
Replacement Lids — T15	33"x60" (half)	Tier 15	Various	200 lbs.
Replacement Lids - T22	33"x60" (half)	Tier 22	Various	250 lbs.

## Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread





www.apcunderground.com

	Spacing Ch	arts Based on	n MUTCD Must be Approved by an Engineer				
	SIGN SPACING, FT.		BUFFER SPACE, FT.	TAF LENG1			ANNELIZING ACING, FT.
Speed (MPH) Prior To Road Work	Non-Divided Highways	Divided Highways	Length	Shoulder (10 ft Width)	Lane (12 ft Width)	Through Taper	Through Buffer/Work Area
0-35	200	200	250	70	245	35	50
40-45	350	500	360	150	540	40	80
50-55	500	1000	495	185	660	50	100
60-70	SA-1000, SB-1500, SC-2640		730	235	840	60	120
	University of August 100 FT						

APPROVED/ACCEPTED BY:					
ENGINEER, OWNER, or PRIME CONTRACTOR					
Check for Notice to Proceed.					
BLN01a-F04 N Prow Rd -TCP1					

Signature:



Date: 2/13/2023 Project: BLN01a-F04 N Prow Rd -TCP1 : Traffic Control Suggestion For: AEG : By: Road Runner Safety Services, Inc. : Nathan

Drawing not to scale. Traffic control plan must be approved by an engineer. This is a suggestion only. Road Runners Safety Services, Inc. has no liability for this suggested traffic control plan. Actual placement and spacing of all traffic control devices will depend on field conditions and must conform to MUTCD standards.





	Spacing Charts Based on MUTCD Must be Approved by an Engi					gineer	
	SIGN SPACING, FT.		BUFFER SPACE, FT.	TAF LENG			ANNELIZING ACING, FT.
Speed (MPH) Prior To Road Work	Non-Divided Highways	Divided Highways	Length	Shoulder (10 ft Width)	Lane (12 ft Width)	Through Taper	Through Buffer/Work Area
0-35	200	200	250	70	245	35	50
40-45	350	500	360	150	540	40	80
50-55	500	1000	495	185	660	50	100
60-70	SA-1000, SB-1	1500, SC-2640	730	235	840	60	120
		1 400 FT					

APPROVED/ACCEPTED BY:						
ENGINEER, OWNER, or PRIME CONTRACTO						

Check for Notice to Proceed.
BLN01a-F04\_N Prow Rd -TCP2

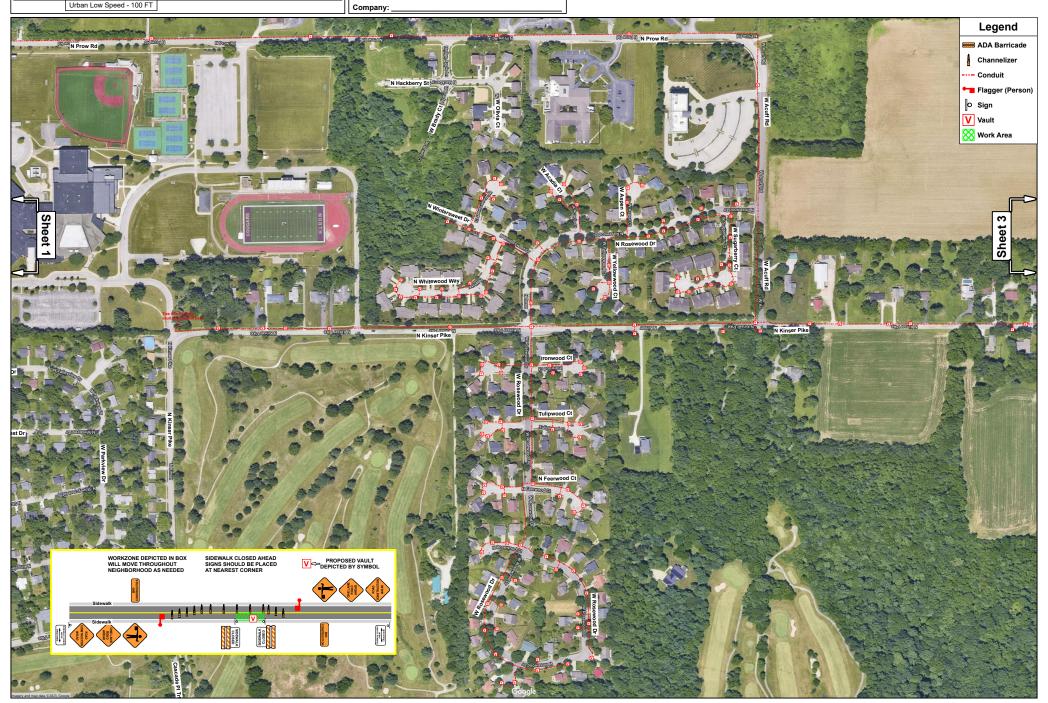
Signature:		 	



Date: 2/13/2023 Project: BLN01a-F04 N Prow Rd -TCP2 : Traffic Control Suggestion For: AEG : By: Road Runner Safety Services, Inc. : Nathan

Drawing not to scale. Traffic control plan must be approved by an engineer. This is a suggestion only. Road Runners Safety Services, Inc. has no liability for this suggested traffic control plan. Actual placement and spacing of all traffic control devices will depend on field conditions and must conform to MUTCD standards.





	Spacing Charts Based on MUTCD Must be Approved by an Engi					gineer	
	SIGN SPACING, FT.		BUFFER SPACE, FT.	TAF LENG			ANNELIZING ACING, FT.
Speed (MPH) Prior To Road Work	Non-Divided Highways	Divided Highways	Length	Shoulder (10 ft Width)	Lane (12 ft Width)	Through Taper	Through Buffer/Work Area
0-35	200	200	250	70	245	35	50
40-45	350	500	360	150	540	40	80
50-55	500	1000	495	185	660	50	100
60-70	SA-1000, SB-1	1500, SC-2640	730	235	840	60	120
		1 400 FT					

APPROVED/ACCEPTED BY:					
ENGINEER, OWNER, or PRIME CONTRACTOR					
Check for Notice to Proceed.					
BI NO12 FOA N Drow Dd TCD3					

Signature:		

Date: 2/13/2023 Project: BLN01a-F04 N Prow Rd -TCP3 : Traffic Control Suggestion For: AEG : By: Road Runner Safety Services, Inc. : Nathan

Drawing not to scale. Traffic control plan must be approved by an engineer. This is a suggestion only. Road Runners Safety Services, Inc. has no liability for this suggested traffic control plan. Actual placement and spacing of all traffic control devices will depend on field conditions and must conform to MUTCD standards.







Staff Representative:\_\_\_\_

# CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

ROW EXCAVATION ROW USE

ADDRESS OF ROW ACTIVITY: Acuff Rd

401 N Morton Street, Suite 130 P.O. Box 100 Bloomington, IN 47402

Phone: (812) 349-3913 Fax: (812) 349-3520

Email:

engineering@bloomington.in.gov

ADDRESS OF ROW ACTIVITY. ACUIT RU					
A. APPLICANT/AGENT INFORMATION:	D. TRAFFIC CONTROL DEVICES*:				
APPLICANT NAME: Bret Simons	☑ CONES ☐ ARROWBOARD				
E-MAIL: bret.simons@aeg.cc	☐ LIGHTED BARRELS ☐ TYPE 3 BARRICADES				
COMPANY: Atlantic Engineering Group	☑ FLAGGERS □ BPD OFFICER				
ADDRESS: P.O. Box 349	*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT)PLAN IS YOUR RESPONSIBILITY AND REQUIRED				
CITY, STATE, ZIP: Buford, GA 30515	See page 3 for additional MOT resources; the graph paper can be used for your MOT				
24-HR EMERGENCY CONTACT NAME: <u>(</u> 706)654-2298	site plan if needed or you can submit a separate sheet  E. METERED PARKING SPACES NEEDED:   Y				
24-HR CONTACT PHONE #:	IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S)				
INSURANCE #*: TB5-691-473497-082 COMPANY: _ ACORD	APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/				
BOND#*: 1160465 COMPANY: LEXON	moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436				
* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED	F. IS THIS A □ CBU*□ COUNTY* □ IU*□ NP* PROJECT?				
**SUBCONTRACTOR INFORMATION**	PROJECT NAME: BLN01a-F04_Acuff Rd				
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)	PROJECT#: BLN01a-F04_Acuff Rd				
COMPANY NAME:	PROJECT MGR.: Lex Mullins				
B. WORK DESCRIPTION:	PROJECT MGR. #: 215-847-8819				
□ POD/DUMPSTER □ CRANE □ SCAFFOLDING □ CONSTRUCTION USE*	*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY				
(EXPLAIN): Excavation	G. EXCAVATIONS:				
*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND	SQ FT OF PAVEMENT* EXCAVATIONS : N/A				
C. RIGHT OF WAY TO BE USED/CLOSED:	*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS SQ FT OF NON-PAVEMENT* EXCAVATIONS: 372.58 Sq Ft				
STREET NAME 1: Acuff Rd	*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE				
1ST INTERSECTING STREET NAME:	LINEAL FT OF BORE*: 19,325 Lineal Ft				
2ND INTERSECTING STREET NAME:	*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS				
□ ROAD CLOSURE □ LANE CLOSURE 1 □ 2 □ 3 □	# OF POLE INSTALLATIONS/REMOVAL: N/A				
☑ SIDEWALK* 및 BIKE LANE 및 OTHER	SQ FT OF SIDEWALK RECONSTRUCTION*: N/A				
TRANSIT STOP? ☐ Y ☐ N PARKING LANE(S)** ☐ Y ☐ N **NON-METERED	*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED				
START DATE: Mar 3rd END DATE: # OF DAYS*: 30	SQ FT OF SIDEWALK NEW CONSTRUCTION*: N/A				
	*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE #RESIDENTIAL DRIVEWAY INSTALLATION: N/A				
STREET NAME 2:					
1ST INTERSECTING STREET NAME:	TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544				
2ND INTERSECTING STREET NAME: □ ROAD CLOSURE □□ANE CLOSURE 1 □ 2 □ 3 □ □	CALL 2 WORKING DAYS REFORE YOU DIG				
□ SIDEWALK* □BIKE LANE □ □ □ □ □	Know what's below. Call before you dig. ITS THE LAW.				
TRANSIT STOP?  Y  N PARKING LANE(S)**	H. INDEMNIFICATION AGREEMENT:				
START DATE: END DATE: # OF DAYS*:	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				
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL	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				
INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW	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				
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM	right-of-way use pursuant to this permit grant. I AFFIRM, UNDER THE PENALTIES FOR PERIURY, THAT THE				
STANDARD CLOSURE HOURS    *NON-STANDARD CLOSURE HOURS ■	FOREGOING REPRESENTATIONS ARE TRUE.				
REQUESTED CLOSURE HOURS:AMPM *non-standard hours may not be allowed near schools, on arterials, or other	PRINT NAME: Bret Simons				
circumstances and are subject to approval during the permitting process	SIGNATURE: Bret Simons				
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)	DATE: 2/10/2023				
For Administration Use Only (applicable to CLOSURE approval)					
Approved By: BPW	ngineer Director Date:				

Phone#:\_\_\_\_\_Date:\_\_\_



# Board of Public Works Staff Report

**Project/Event:** Student Involvement and Leadership Center

Petitioner/Representative: Julie Comer/ Terese Weimann

**Staff Representative:** April Rosenberger **Meeting Date:** February 28, 2023

The Student Involvement and Leadership Center is requesting permission to close 7th Street between Indiana Avenue and N.Woodlawn Ave. to host an IU Bloomington Carnival featuring large carnival rides, food trucks, live music, games, prize giveaways for IU students and their guests to celebrate the end of the semester.

### CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS RESOLUTION 2023-09

### **Indiana University Carnival**

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

WHEREAS, The Student Involvement and Leadership Center is desirous of using East 7<sup>th</sup> Street from Indiana Avenue to N. Woodlawn Avenue for a Carnival on Friday, April 14, 2023 from 6:00 p.m. until 12:00 a.m.

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

- 1. The City of Bloomington Board of Public Works declares that East 7<sup>th</sup> Street from Indiana Avenue to N. Woodlawn Avenue shall be temporarily closed for a Carnival on Friday, April 14, 2023 from 7:00 a.m. until Saturday, April 15, 2023 at 3:00 a.m. for the purpose of staging a Carnival with the actual event being on Friday, April 14, 2023 between the hours of 6:00 p.m. to 12:00 a.m. No rain date is planned for this event.
- 2. The Student Involvement and Leadership Center shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
- 3. The Student Involvement and Leadership Center shall be responsible for developing a Traffic Plan to be approved by the Engineering Department. The Student Involvement and Leadership Center shall obtain, and place at T The Student Involvement and Leadership Center 's own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. The Student Involvement and Leadership Center agrees to close the streets not before 7:00 a.m. on Friday, April 14, 2023 and to remove barricades and signage by3:00 a.m. on Saturday, April 15, 2023.
- 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 inadvance.
- 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 3:00 a.m.
- 8. In consideration for the use of the City's property and to the fullest extent permitted by law, The Student Involvement and Leadership Center, for itself, it officers, directors, agents, employees, members,

  Resolution 2023-09

Jennifer Lloyd, Secretary

successor and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents, and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim of claims brought by



# JOHN HAMILTON MAYOR DEPARTMENT OF PUBLIC WORKS DEPARTMENT OF ECONOMIC

CITY OF BLOOMINGTON & SUSTAINABLE DEVELOPMENT 401 N Morton St Suite 150 ESD 812.349.3418 PO Box 100 PW 812.349.3411 Bloomington IN 47402

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 three (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
812-349-3411

### 1. APPLICANT INFORMATION

Contact Name:	Julle Comer		
Contact Phone:		Mobile Phone:	317-800-4487

Title/Position:	Program Manager Intern					
Organization:	Student Involvement and Leadership C	Student Involvement and Leadership Center - Indiana Memorial U				
Address:	900 E 7th St					
City, State, Zip:	Bloomington, IN 47405					
Contact E-Mail Address:	jncomer@iu.edu					
Organization E-Mail and URL:	sil@indiana.edu https://studentaffairs.indiana.edu/get-involved/index.html					
Org Phone No:	812-855-4682	Fax No:				

2. ANY KEY PARTNERS INVOLVED (including Food Vendors if applicable)

2. ANT RET PARTNERS INVOLVED (including 1 ood Vendors in applicable)						
Organization Name:	Local Bloomington Food Trucks - actual trucks TBD					
Address:						
City, State, Zip:						
Contact E-Mail Address:						
Phone Number:		Mobile Phone:				
Organization Name:	Indiana University Catering					
Address:	900 E 7th St					
City, State, Zip:	Bloomington, IN 47405					
E-Mail Address:	iucater@indiana.edu					
Phone Number:		Mobile Phone:				
Organization Name:	Indiana Memorial Union Board & Bloon	nington Delta Mus	ic			
Address:	900 E 7th St					
City, State, Zip:	Bloomington, IN 47405					
E-Mail Address:	lfb@indiana.edu					
Phone Number:		Mobile Phone:				

### 3. EVENT INFORMATION

Type of Event	☐ Metered Parking Space(s) ☐ Run/Walk <a href="#">✓ Festival ☐ Block</a> Party ☐ Parade ☐ Art in the Right of Way ☐ Other (Explain below in Description of Event)		
Date(s) of Event:	April 14th, 2023 Rain Date: April 21, 2023		
Time of Event:	Date: 4/14/23 Start: 6:00pm Date: 4/14/23 End: 12:00am		
Setup/Teardown time Needed	Date: 4/14/23 Start: 7am Date: 4/14/23 End: 3am Rain Date times for set-up/tear down are the same		
Calendar Day of Week:	Friday		
Description of Event:	An IU Bloomington carnival featuring large carnival rides, food trucks, live music, games, prize giveaways- this would be for IU students and their guests to celebrate the end of the semester		
Expected Number of Participants:	3,000	Expected # of vehicles (Use of Parking Spaces to close): N/A	

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

<ul> <li>A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified)</li> <li>The starting point shall be clearly marked</li> <li>The ending point shall be clearly marked</li> <li>Each intersection along the route shall be clearly identified</li> <li>A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed)</li> </ul>
Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
A properly executed Maintenance of Traffic Plan  • Determine if No Parking Signs will be required
Noise Permit application

## **5.** 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

A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified)  • The starting point shall be clearly marked  • The ending point shall be clearly marked  • The number of lanes to be restricted on each road shall be clearly marked  • Each intersection along the route shall be clearly identified  • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (i.e.: Type 3 barricades and/or law enforcement); and  • The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
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)
Using a City park or trail? Parks & Recreation Department Approved Special Use Permit () Not applicable
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.
A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
Secured a Parade Permit from Bloomington Police Department () Not applicable
Noise Permit application () Notapplicable
Waste and Recycling Plan if more than 100 participates (template attached)

## 6. 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

Stre	eets/Sidewalks/Use of Metered Parking
8	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  • The ending point shall be clearly marked  • The number of lanes to be restricted on each road shall be clearly marked  • Each intersection along the route shall be clearly identified  • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and  • The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
	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)
	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit   ✓ Not applicable
V	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required

V	Noise Permit application () Not applicable
4	Beer& Wine Permit ✓ Not applicable
V	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.
V	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
9	Waste and Recycling Plan if more than 100 participates (template attached)

## 7. CHECKLIST

V	Determine type of Event
	Complete application with attachment:  Detailed Map  Proof of notification to businesses/residents (copy of letter/flyer/other)  Maintenance of Traffic Plan  Noise Permit Application (if applicable)  Certificate of Liability Insurance  Secured a Parade Permit from Bloomington Police Department (if applicable)  Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable)  Waste and Recycling Plan (if applicable)  For art installations: an accurate depiction of the design of private art to scale, dimensions of the art, placement on the detailed map of proposed location of the art, and the name and qualifications of the artist
V	Date Application will be heard by Board of Public Works
4	Approved Parks Special Use Permit (if using a City Park)
V	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
9	If applicable, acknowledgment of compliance with the City of Bloomington Policy and Procedures on Private Art Installations within the Public Right of Way (Policy attached with application)

## FOR CITY OF BLOOMINGTON USE ONLY

Date Received:	Received By: Economic & Sustainable Development	Date Approved:	Approved By:
	Bloomington Police		
	Bloomington Fire		
	Engineering		
	Transit		

10 Carnival - Option B of closures

For City Of Blo	pomington Use Only				•
Date Received:	Received By: Date Approved Public Works		proved:	Approved By:	
	Board of Public Works				
	Bloomington Police	2	116	23	MW - Options Te - Options
	Bloomington Fire	24	16	123	tc-option?
	Economic & Sustainable Development	2	طا	133 -	De-Options
,	Engineering				
	Office of The Mayor	24	16	23	KG-Option B
,	Parking Enforcement				
۶	Utilities	9	HIL	0/23	Jane
	Transit				

Office of the Mayor	
Utilities	
Public Works	
Board of Public Works	



### **NOISE PERMIT**

City of Bloomington 401 N. Morton St., Suite 120 Bloomington, Indiana 47404 812-349-3411

### **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) 349-3411 or <a href="mailto:april.rosenberger@bloomington.in.gov">april.rosenberger@bloomington.in.gov</a>

### **Event and Noise Information**

Name of Event:	IU Late Nite Carnival				
Location of Event:	900 E 7th St				
Date of Event:	April 14th, 2023 Time of Event: Start: 8:00pm				
Calendar Day of Week:	Friday End: 1:00am				
Description of Event:	An IU Bloomington carnival featuring large carnival rides, food trucks, live music, games, prize giveaways- this would be for IU students and their guests to celebrate the end of the semester				
Source of Noise:	Live Band Bloomington Delta Music Group	Instrument Loudspeaker Will Noise be Yes Amplified? Yes No			
Is this a Charity Event?	Yes <mark>No</mark>	If Yes, to Benefit	::		

### **Applicant Information**

Name:
-------

Organization:	Indiana Memorial Union Student Involvement and Leadership Center	Title:	SILC Program Manager Intern
Physical Address:	900 E 7th St		
Email Address:	jncomer@iu.edu	Phone Number:	317-8004487
Signature:	fm w	Date:	2/20/2023

### FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS	Elizabeth Karon, Vice-President
Kyla Cox Deckard, President	
	Jenifer Lloyd, Secretary
Date	

## Waste and Recycling Management Plan Template

Event name: IU Late Nite Carnival Number of expected attendees: 3,000

Number of food vendors: 8 food trucks, IMU Catering and possibly two other vendors to serve "carnival like" food

ontions

Number of other vendors: 6- Carnival Ride Vendor, Carnival Game Vendor, Tent/Table/Chair Vendor, Porta-Pottie

Vendor, Production Vendor, Photo Booth Vendor

Designated waste and recycling manager: Event Logistics Lead: Julle Comer

**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 <a href="Downtown Bloomington">Downtown Bloomington</a>, 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
---------------	-----------------

Trash from food containers;	Recycling bins for cans/bottle 1 per 300 people; trash bins 1 per 100 people– all provided by IU Facilities
n/a	n/a
<food waste=""></food>	Waste bins (see above)

<sup>\*</sup>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:IU Facilities will handle the disposing of waste and the recyling. There will be signage throughout the venue helping guests locate the closest recycling and/or waste bin. Volunteers will also be helping guests locate the closest recycling and/or waste bin. Announcements throughout the live music will also remind guests that there are both waste bins and recycling bins.

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. This will be done through IU facilities

**Vendor and volunteer education and training**: During volunteer training prior to the event, information on the waste and recycling management will be shared. Vendors will also receive this information prior to the start of the event.

**Materials and supplies**: Signage throughout the venue and recycling bins (1 per 300) and waste bins (1 per 100) throughout the venue and located in high traffic areas. We will have buttons made as part of our "uniform" reminding folks to recycle

**Designation of duties**: Volunteer coordinator will be educating the volunteers, Logistics coordinator will be in charge of placement of bins and education of vendors.

## **Certificate of Liability**

We will provide a Certificate of Liability no later than 5 days prior to the event.

## **Security**

We will work with IUPD and CSC to ensure the safety of all attendees.

## **Food Vendors**

Food Vendors will be IMU Catering, Local Approved by IU Food Truck

# Vendors, and one additional vendor to provide "carnival-like" food approved by IU.

#### **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 February 28, 2023. Board of Public Works meetings are held in the Council Chambers of the Showers City Hall at 401 N. Morton at 5:30 p.m. Meeting are also broadcast via Zoom; Zoom information can be found the Board of Public Works web page at <a href="https://bloomington.in.gov/boards/public-works">https://bloomington.in.gov/boards/public-works</a>, 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 <a href="mailto:public.works@bloomington.in.gov">public.works@bloomington.in.gov</a>. 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			
	<u>Location</u>	Contact	Phone Number
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	County Health Department Food Sanitarian	(812) 349-2543
Waste & Recycling Plan	401 N. Morton Street Suite 150	Lauren Clemens Economic & Sustainable Development	(812) 349.3837

Bloomington Board of Public Works	401 N. Morton St. Suite 120 Bloomington, IN	April Rosenbarger Dept. of Public Works	(812) 349-3411
Economic and Sustainable Development (Arts)	401 N. Morton St. Suite 150 Bloomington, IN	Holly Warren Arts Director	(812) 349-3618
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  (If event will have any kind of open	300 E. 4th St. Bloomington, IN	Fire Administration	(812) 332-9763
Bloomington Police Department (Parade Permit)	220 E. Third Bloomington, IN	Police Administration	(812) 339-4477
Master Rental	2022 W. 3 <sup>rd</sup> Street Bloomington, IN	Type 3 Barricades	(812) 332-0600
Indiana Traffic Services	3867 N. Commercial Parkway Greenfield, IN 46140	Type 3 Barricades	(317) 891-8065
Monroe County Emergency Management	2800 S. Kirby Road Bloomington, IN		(812)- 349-2546
Department of Homeland Security		Mike Anderson	(317) 409-9510



**City of Bloomington Policy and Procedures on Private Art** 



RE: Notice of Public Meeting

Dear Sir or Madam:
The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in the Public Right Way for
The Board of Public Works meeting to hear this request will be onat 5:30 PM. Board of Public Works meetings are held virtually via zoom and in person in the City of Bloomington Council Chambers at City Hall, 401 N. Morton Street, Bloomington, Room 115.
Zoom information for the meeting may 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 zoom information.
The proposal for this event will be on file and may be examined in the Public Works office on Friday,, prior to the Tuesday,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 812.349.3411 or email public.works@bloomington.in.gov. Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.
BOARD OF PUBLIC WORKS CITY OF BLOOMINGTON, INDIANA
Petitioner:
Date:



### **Notification to Residents:**

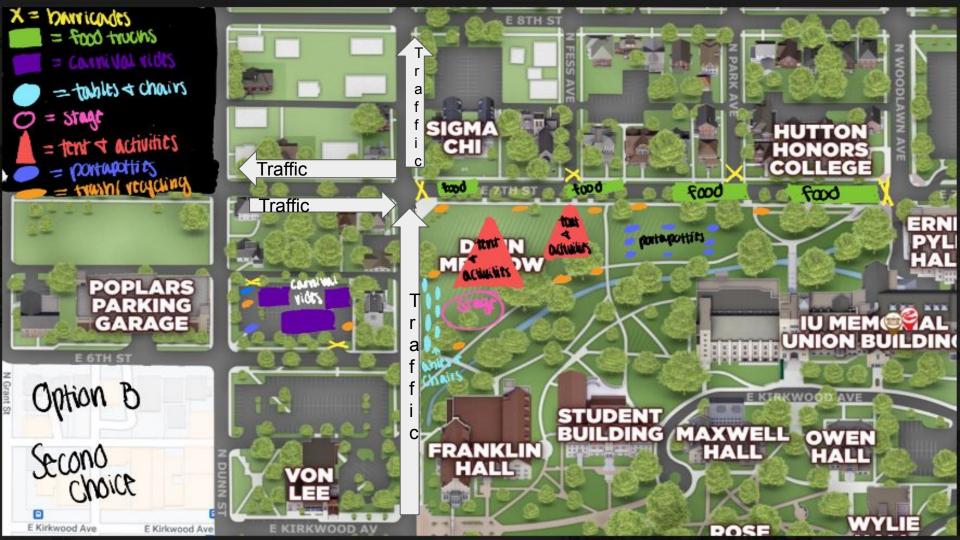
#### NOTICE OF PUBLIC MEETING LETTER

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a SpecialEvent in Public Right Way for the Indiana University Student Involvement and Leadership Center's Late Nite Carnival.

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 <a href="https://bloomington.in.gov/boards/public-works">https://bloomington.in.gov/boards/public-works</a> 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 <u>public.works@bloomington.in.gov</u>. Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.



### **Installations within the Public Right of Way**

The City of Bloomington's Policy and Procedures on Private Art Installations within the Public Right of Way ("Policy") authorizes private Art Installations in the public right of way that comply with this document and are approved through one of two City programs: (1) the Neighborhood Improvement Grant Program or (2) a Special Event Application.

This Policy is designed to reduce the risks to public safety and burden on public resources that private Art Installations within the right of way may impose while simultaneously recognizing the importance of private as well as public art to Bloomington's culture, community, and economy.

- I. <u>Definitions</u>. The following definitions shall apply throughout this policy.
  - A. Temporary Art. Art expected to remain in place within the public right of way for seven (7) or fewer days.
  - B. Semi-Permanent Art or Permanent Art. Art expected to remain in place within the public right of way for more than seven (7) days.
  - C. Art Installation. Temporary, Semi-Permanent, or Permanent Art that consists of a physical alteration of the right of way, such as a painting, mural, or sculpture and that is not Performative Art.
  - D. Street Painting or Street Mural. Art involving the placement of paint or a similar material within the area where vehicles drive or park, commonly understood to be the space "between the curbs."
  - E. Performative Art. A time-based art form that is an ephemeral event featuring a live presentation to an audience, drawing on such arts as acting, poetry, music, or dance, and that does not involve the creation of an artifact (such as a painting or sculpture) that physically alters the right of way beyond the time of the live performance.

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- F. Speech. Words, letters, numbers, universally recognized symbols, or logos of any kind.
- II. Performative Art. This policy does not apply to Performative Art. 1
- III. <u>Criteria Applicable to All Private Art Installations</u>. The following criteria are applicable to any private Art Installation proposed within Bloomington's right of way, whether the Art Installation is Temporary Art, Semi-Permanent Art, or Permanent Art.

- A. Requests must be submitted to the appropriate City Department(s) and/or Board(s) or Commission(s), as required by the selected program application identified in Section VI below. Staff shall provide a recommendation on the request to the appropriate Board(s) or Commission(s) based on the request's compliance with this Policy and any other applicable laws, rules, or City of Bloomington policies.
- B. Art Installations may not use or incorporate copyrighted material in whole or part where the copyright is not owned by the artist.
- C. Art Installations may not mimic in whole or part traffic control devices including but not limited to a crosswalk, stop sign, stop bar, or similar traffic control device. Art Installation geometry should be such that drivers do not alter their course to drive around the art.
- D. Art Installations may not depict activities, materials, images, or products that are not legally available to all ages.

## IV. <u>Additional Criteria Applicable to Semi-Permanent Art Installations or Permanent Art</u> Installations.

- A. Applications for approval of a Semi-Permanent or Permanent Art Installation within the right of way must include the following:
  - 1. An accurate depiction of the design to scale;
  - 2. Dimensions;
  - 3. A map of proposed location of the design; and
  - 4. The name and qualifications of the artist.

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- B. Semi-Permanent Art Installations or Permanent Art Installations may not contain Speech.
- V. <u>Additional Criteria Applicable to Street Paintings or Street Murals</u>. Because paintings and murals within the street create a heightened probability of conflicts with traffic control devices and driver distraction, the following additional criteria apply to all paintings or murals proposed for street surfaces, whether as Temporary, Semi-Permanent, or Permanent Art Installations.
  - A. Applications for approval of a Street Painting or Street Mural within the right of way must include the following:

<sup>&</sup>lt;sup>1</sup> Though this Policy does not apply to Performative Art taking place within the right of way, other municipal policies or ordinances may apply that impact Performative Art within the right of way, including but not limited to the City's parade ordinance or special event application process.

- 1. An accurate depiction of the design to scale;
- 2. Dimensions;
- 3. A map of proposed location of the design; and
- 4. The name and qualifications of the artist.
- B. Street paintings and street murals may only be placed on streets with a local or secondary collector functional classification under the City's Transportation Plan, where regulatory speed limits do not exceed 25 miles per hour.
- C. Street paintings and street murals may only be placed on pavement in adequate condition for materials to bond.
- D. Street paintings and street murals are not permitted on brick, paver, or other decorative surface materials (e.g., colored or stamped concrete). Street paintings and street murals are only permitted on standard non-decorative concrete or asphalt.
- E. A buffer of four feet must remain between street paintings and street murals and any crosswalk.
- F. Within an intersection, street paintings and street murals are only allowed where the intersection utilizes all-way stop control, unless the painting or mural is located on an apron.
- G. Street paintings and street murals may not be painted on the side or top of any curb or any curb ramp.
- H. Materials used must be approved by the City's Engineering Department.

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- I. Any paint or similar material utilized as part of any street painting or street mural must provide a non-slip surface for pedestrians and must be street-grade.
- VI. <u>Programs</u>. Individuals and external organizations seeking to place private Art Installations within the public right of way must apply pursuant to one of the programs listed below and follow the procedures associated with the program, which are linked and attached hereto for reference. Requests to place an Art Installation in the City's right of way using a program or procedure other than those listed below will not be considered.
  - A. Neighborhood Improvement Grant Program
    - 1. Applications for Art Installations within the right of way pursuant to the Neighborhood Improvement Grant Programs must comply with Program

guidelines, the criteria set forth in this Policy, and any additional logistical or safety conditions imposed by the Board of Public Works as part of its approval.

2. Neighborhood Improvement Grant Program guidelines may be accessed here<sup>2</sup> and are attached for reference.

### B. Special Event Permit

- 1. A special event application may be submitted for permission to conduct an event during which an Art Installation will be placed in the public right of way. The proposed Art Installation must comply with the criteria set forth in this policy, the requirements set forth in the special event permit application, and any additional logistical or safety conditions imposed by the Board of Public Works as part of its approval.
- 2. A special event application may be accessed <u>here</u><sup>3</sup> and is attached for reference.

<sup>&</sup>lt;sup>2</sup> https://bloomington.in.gov/neighborhoods/grants/improvement

<sup>&</sup>lt;sup>3</sup> https://bloomington.in.gov/departments/esd



Vendor	Invoice Description	Received Date Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)			
Department <b>01 - Animal Shelter</b>			
Program <b>010000 - Main</b>			
Account 43430 - Animal Adoption Fees			
Oscar Flores	01-refund adoption fee/rabies vac-2/7/23	03/03/2023	75.00
	Account 43430 - Animal Adoption Fees Totals		\$75.00
Account 43442 - Equipment Deposits		Transactions	
Jon Williams	01-Refund trap deposit-2/11/23	03/03/2023	40.00
	Account 43442 - Equipment Deposits Totals	Invoice 1 Transactions	\$40.00
Account <b>43460 - Medical</b>			
Oscar Flores	01-refund adoption fee/rabies vac-2/7/23	03/03/2023	15.00
	Account <b>43460 - Medical</b> Totals	Invoice 1 Transactions	\$15.00
Account 52210 - Institutional Supplies		Halisactions	
7508 - Elanco US INC	01-antiparasitics	03/03/2023	383.76
4586 - Hill's Pet Nutrition Sales, INC	01-Dog & Cat Food	03/03/2023	110.88
4549 - Kroger Limited Partnership I	01-Rabbit Food & Shelter Supplies	03/03/2023	32.25
4633 - Midwest Veterinary Supply, INC	01-Veterinary Medication & Supplies	03/03/2023	632.79
4633 - Midwest Veterinary Supply, INC	01-Veterinary Supplies-syringes	03/03/2023	74.55
4633 - Midwest Veterinary Supply, INC	01-Veterinary Supplies	03/03/2023	128.92
4633 - Midwest Veterinary Supply, INC	01-Veterinary Supplies-antibiotics	03/03/2023	197.75
4633 - Midwest Veterinary Supply, INC	01-Veterinary Supplies	03/03/2023	625.76



Invoice Date Range 02/18/23 - 03/03/23

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	Account <b>52210 - Institutional Supplies</b> Totals	Invoice 8 Transactions	\$2,186.66
Account <b>52340 - Other Repairs and Maintenance</b>			
313 - Fastenal Company	01-Cleaning & Shelter Supplies-vehicle brush heads	03/03/2023	77.26
	Account <b>52340 - Other Repairs and Maintenance</b> Totals		\$77.26
Account 52420 - Other Supplies		Transactions	
6222 - Apple, INC	01-Power Adaptor for Phone	03/03/2023	19.00
6222 - Apple, INC	01-Square Reader	03/03/2023	49.95
Account F2120 Madical	Account <b>52420 - Other Supplies</b> Totals	Invoice 2 Transactions	\$68.95
Account <b>53130 - Medical</b>			
8424 - Pipsqueakery INC (The Pipsqueakery)	01-Rabbit Spay/Neuter & Other Surgeries- 11/8/22-1/26/23	03/03/2023	1,180.00
54639 - Shake Veterinary Services, INC (Town & Country Vet		03/03/2023	270.00
	Account <b>53130 - Medical</b> Totals		\$1,450.00
Account 53610 - Building Repairs		Transactions	
Account 33010 - Building Repairs			
321 - Harrell Fish, INC (HFI)	01-SA Repaired Outdoor Kennel Drains	BC 2022-116 03/03/2023	535.00
	Account <b>53610 - Building Repairs</b> Totals	Invoice 1 Transactions	\$535.00
Account 53640 - Hardware and Software Maintenance			
4464 - Volgistics, INC	01-Volunteer Management Software- 3/14/23-3/13/24	03/03/2023	1,800.00
Acco	unt <b>53640 - Hardware and Software Maintenance</b> Totals	Invoice 1	\$1,800.00
		Transactions	
	Program <b>010000 - Main</b> Totals	Invoice 18 Transactions	\$6,247.87
	Department <b>01 - Animal Shelter</b> Totals		\$6,247.87
Department 04 Feenemic 9 Sustainable Day		Transactions	

Department 04 - Economic & Sustainable Dev

Program **040000 - Main** 



Account <b>53910</b> -	Dues and	Subscriptions
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7656 - Brightly Software, INC	04-Energy Management Software renewal- 2023	03/03/2023	12,936.00
	Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice 1 Transactions	\$12,936.00
Account 53960 - Grants		Transactions	
51483 - Downtown Bloomington, INC	04: Funds for Several Downtown pubic art installations	03/03/2023	10,000.00
	Account <b>53960 - Grants</b> Totals	Invoice 1 Transactions	\$10,000.00
	Program <b>040000 - Main</b> Totals	Invoice 2 Transactions	\$22,936.00
Program <b>04RCVR - Recover Foward</b>			
Account 53960 - Grants			
7204 - Purdue University	04-Farm to School Program (Purdue Ext)- A. Abbott	03/03/2023	2,213.20
	Account <b>53960 - Grants</b> Totals	Invoice 1	\$2,213.20
	Program <b>04RCVR - Recover Foward</b> Totals	Transactions Invoice 1	\$2,213.20
Program <b>04WALD - Waldron Arts Center</b>		Transactions	
Account 53610 - Building Repairs			
393 - Kone INC	04-WALDRON Elevator - door detectors-	03/03/2023	65.00
393 - Kone INC	Aug 2022 04-WALDRON Elevator - door detectors-	03/03/2023	65.00
393 - Kone INC	Sept 2022 04-WALDRON Elevator - door detectors-	03/03/2023	65.00
393 - Kone INC	Oct 2022 04-WALDRON Elevator-door	03/03/2023	250.00
393 - Kone INC	detectors/Maint Period-Nov 2022 04-WALDRON Elevator-door	03/03/2023	250.00
Account <b>53990 - Other Services and Charges</b>	detectors/Maint Period-Dec 2022 Account <b>53610 - Building Repairs</b> Totals	Invoice 5 Transactions	\$695.00
-			
6515 - Green Camino, INC (Earthkeepers)	04-Composting Service Agreement-2/6/23	03/03/2023	390.00



	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 1 Transactions	\$390.00
	Program <b>04WALD - Waldron Arts Center</b> Totals	Invoice 6	\$1,085.00
	Department <b>04 - Economic &amp; Sustainable Dev</b> Totals	Transactions Invoice 9 Transactions	\$26,234.20
Department <b>05 - Common Council</b>			
Program <b>050000 - Main</b>			
Account <b>52110 - Office Supplies</b>			
6530 - Office Depot, INC	05- Name plate stands	03/03/2023	88.59
6530 - Office Depot, INC	05-office chairs, clocks, lamp	03/03/2023	775.60
	Account <b>52110 - Office Supplies</b> Totals	Invoice 2 Transactions	\$864.19
	Program <b>050000 - Main</b> Totals	Invoice 2 Transactions	\$864.19
	Department 05 - Common Council Totals	Invoice 2 Transactions	\$864.19
Department 06 - Controller's Office		Transactions	
Program <b>060000 - Main</b>			
Account <b>52110 - Office Supplies</b>			
5103 - Staples Contract & Commercial, INC	06-Fellowes shredder bags for model C125ci (20 gal)	03/03/2023	38.46
	Account <b>52110 - Office Supplies</b> Totals	Invoice 1 Transactions	\$38.46
	Program <b>060000 - Main</b> Totals	Invoice 1	\$38.46
	Department <b>06 - Controller's Office</b> Totals	Transactions Invoice 1	\$38.46
Department <b>07 - Engineering</b>		Transactions	
Program <b>070000 - Main</b>			
Account <b>52110 - Office Supplies</b>			
6530 - Office Depot, INC	07-Label tape, Mila Folders	03/03/2023	17.89



5103 - Staples Contract & Commercial, INC	07-Hanging Folders, Sharpie, Note pads	03/03/2023	66.31
	Account <b>52110 - Office Supplies</b> Totals	Invoice 2	\$84.20
Account 52420 - Other Supplies		Transactions	
6530 - Office Depot, INC	07-Dymo Label Writer 550, Address	03/03/2023	59.18
53442 - Paragon Micro, INC	Labels 07-Dell Monitor_2nd monitor for	03/03/2023	237.99
	administrative assistant Account <b>52420 - Other Supplies</b> Totals	Invoice 2	\$297.17
Account <b>53910 - Dues and Subscriptions</b>		Transactions	
2871 - International Municipal Signal Association (IMSA)	07-2023 Membership Dues_IMSA ID	03/03/2023	340.00
	50947-Enq Employees Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice 1	\$340.00
Account 54310 - Improvements Other Than Building		Transactions	
204 - State Of Indiana	07-Crosswalks Ph1 (Change order 2)	03/03/2023	5,747.50
Accou	nt <b>54310 - Improvements Other Than Building</b> Totals	Invoice 1	\$5,747.50
	Program <b>070000 - Main</b> Totals	Transactions _ Invoice 6	\$6,468.87
	Department <b>07 - Engineering</b> Totals	Transactions Invoice 6	\$6,468.87
Department <b>09 - CFRD</b>		Transactions	
Program <b>090000 - Main</b>			
Account <b>52110 - Office Supplies</b>			
6530 - Office Depot, INC	09-Office Supplies-Clorox Wipes, Tissues,	03/03/2023	69.52
6530 - Office Depot, INC	Hooks 09-lint rollers	03/03/2023	36.29
6530 - Office Depot, INC	09-Banquet Roll for Programs & Events	03/03/2023	92.07
	Account <b>52110 - Office Supplies</b> Totals	Invoice 3 Transactions	\$197.88



Invoice Date Range 02/18/23 - 03/03/23

6042 - International Town & Gown Association	09-ITGA 2023 Conference Registration for	03/03/2023	595.00
	Beverly C-A	, ,	
	Account <b>53160 - Instruction</b> Totals	Invoice 1 Transactions	\$595.00
Account <b>53960 - Grants</b>		Transactions	
5665 - Backline (All Options Pregnancy)	09-Reproductive Healthcare Emergency Grant 2022	03/03/2023	15,000.00
	Account <b>53960 - Grants</b> Totals	Invoice 1	\$15,000.00
	Program <b>090000 - Main</b> Totals	Transactions Invoice 5	\$15,792.88
	Department <b>09 - CFRD</b> Totals	Transactions Invoice 5	\$15,792.88
Department 10 Level	·	Transactions	
Department 10 - Legal			
Program 100000 - Main			
Account <b>52110 - Office Supplies</b>			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	10-surge protector requisition # 224156	03/03/2023	14.99
	Account <b>52110 - Office Supplies</b> Totals	Invoice 1	\$14.99
Account <b>53120 - Special Legal Services</b>		Transactions	
Account 33120 - Special Legal Services			
19660 - Bose McKinney & Evans, LLP	10-legal services annexation	03/03/2023	21,888.00
	remonstrances-Jan 2023 Account <b>53120 - Special Legal Services</b> Totals	Invoice 1	\$21,888.00
Assessment F2000. Other Countings and Chauses		Transactions	
Account 53990 - Other Services and Charges			
53442 - Paragon Micro, INC	10-adobe acrobat pro 2020	03/03/2023	489.99
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 1	\$489.99
	Drogram 100000 Main Totals	Transactions Invoice 3	¢22 202 00
	Program <b>100000 - Main</b> Totals	Transactions	\$22,392.98
	Department 10 - Legal Totals	Invoice 3	\$22,392.98

Department 11 - Mayor's Office

Program **110000 - Main** 



Invoice Date Range 02/18/23 - 03/03/23

Transactions

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Account 52420 - Other Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	11 -Tickets for events	03/03/2023	9.79
651 - Engraving & Stamp Center, INC	11 -Name plate for new CoS	03/03/2023	18.28
7149 - Namify, LLC	11 -name badges	03/03/2023	38.20
	Account <b>52420 - Other Supplies</b> Totals	Invoice 3	\$66.27
Account 53910 - Dues and Subscriptions		Transactions	
53442 - Paragon Micro, INC	11-Power Bl Pro	03/03/2023	9.16
53442 - Paragon Micro, INC	11 -Power Bl Pro	03/03/2023	9.16
53442 - Paragon Micro, INC	11-Power Bl Pro	03/03/2023	9.16
	Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice 3	\$27.48
Account 53960 - Grants		Transactions	
1051 - Bloomington Economic Development Corp	11 -BEDC Annual Meeting Sponsorship	03/03/2023	750.00
205 - City Of Bloomington	11 -2023 Women's History Month	03/03/2023	500.00
205 - City Of Bloomington	Luncheon sponsorship 11-2023 BHM Gala extra seat-Goodman	03/03/2023	60.00
	Account <b>53960 - Grants</b> Totals	Invoice 3	\$1,310.00
	Program 110000 - Main Totals	Transactions Invoice 9	\$1,403.75
	Department 11 - Mayor's Office Totals	Transactions Invoice 9	\$1,403.75
Department 12 - Human Resources		Transactions	
Program <b>120000 - Main</b>			
Account 53320 - Advertising			
6891 - Gatehouse Media Indiana Holdings	12-HT Job Ads - January 2023	03/03/2023	1,680.12
	Account <b>53320 - Advertising</b> Totals	Invoice 1	\$1,680.12



Invoice Date Range 02/18/23 - 03/03/23

Transactions

A ccount	E2000	Othor	Comissos	and Charge	_
ACCOUNT	23990	- Otner	Services	and Charde	S

19660 - Bose McKinney & Evans, LLP	12-Consultation Services Employment Law	03/03/2023	545.50
6099 - Safe Hiring Solutions	- January 2023 12-out of state background check	03/03/2023	278.95
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 2	\$824.45
	Program <b>120000 - Main</b> Totals	Transactions Invoice 3 Transactions	\$2,504.57
	Department 12 - Human Resources Totals	Invoice 3	\$2,504.57
Department 13 - Planning		Transactions	
Program <b>130000 - Main</b>			
Account 42080 - F.H.W.A. Planning			
585 - Bloomington Public Transportation Corporation	13- FY 2023 UPWP Q2 - Foursquare Strategic Plan	03/03/2023	54,938.19
205 - City Of Bloomington	13- FY 2023 UPWP Q2 - Asset	03/03/2023	1,686.72
199 - Monroe County Government	Management 13- FY 2023 UPWP Q2 Infrastructure Management Systems	03/03/2023	4,555.28
	Account <b>42080 - F.H.W.A. Planning</b> Totals	Invoice 3 Transactions	\$61,180.19
Account 53320 - Advertising		Transactions	
6891 - Gatehouse Media Indiana Holdings	13-BZA Legal Ad for Case #AA-51-22	03/03/2023	29.40
	Account <b>53320 - Advertising</b> Totals	Invoice 1 Transactions	\$29.40
Account <b>53990 - Other Services and Charges</b>			
12604 - Howard D Bruce (Tabor/Bruce Architecture & Design, INC	) 13 - ADU Design Services	03/03/2023	3,327.00
6235 - Toole Design Group, LLC	13-Corridor Study-College Ave & Walnut St-11/26-12/31/22	03/03/2023	1,222.39
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 2 Transactions	\$4,549.39
	Program 130000 - Main Totals	Invoice 6 Transactions	\$65,758.98
	Department 13 - Planning Totals	Invoice 6	\$65,758.98



Invoice Date Range 02/18/23 -03/03/23

Denartment	19 -	<b>Facilities</b>	Maintenance
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Program **190000 - Main** 

Account 52310 - Building Materials and Supplies				
409 - Black Lumber Co. INC	19 - 18V Hepa Vac		03/03/2023	189.97
177 - Indiana Oxygen Company, INC	19- Cylinder Rental, Torch Supplies		03/03/2023	45.88
	Account <b>52310 - Building Materials and Supplies</b> Totals	Invoice Transactions		\$235.85
Account <b>52430 - Uniforms and Tools</b>				
19171 - Aramark Uniform & Career Apparel Group, INC	19- Work Uniforms for Facility Employees - 2/9/2023		03/03/2023	30.84
19171 - Aramark Uniform & Career Apparel Group, INC	19- Work Uniforms for Facility Employees - 2/16/23		03/03/2023	30.84
	Account <b>52430 - Uniforms and Tools</b> Totals			\$61.68
Account <b>53610 - Building Repairs</b>		Transactions	5	
32 - Cassady Electrical Contractors, INC	SA- Electrical Work at City Hall-installed floor box	BC 2022-090	03/03/2023	533.38
651 - Engraving & Stamp Center, INC	19-Name Plaques		03/03/2023	23.23
321 - Harrell Fish, INC (HFI)	19-SA Qrtly Planned Maintenance Feb 2023	BC 2022-115	03/03/2023	2,088.00
321 - Harrell Fish, INC (HFI)	19-SA Chiller Repair in Council Chambers	BC 2022-115	03/03/2023	210.00
7402 - Nature's Way, INC	19- Plant Maintenance @ City Hall - 2/1/2023	BC 222-118	03/03/2023	353.43
1420 - Richard Trinkle (Trinkle SnowPlowing LLC)	19-SA-Push Snow/Ice Melt-Eastside CH- 12.24.12.26, 1.25.23	BC 2022-104	03/03/2023	450.00
	Account <b>53610 - Building Repairs</b> Totals	Invoice Transactions		\$3,658.04
	Program <b>190000 - Main</b> Totals		10	\$3,955.57
	Department 19 - Facilities Maintenance Totals	Invoice	10	\$3,955.57
	Fund 101 - General Fund (S0101) Totals	Transactions Invoice Transactions	72	\$151,662.32
E 1400 D 111 ID 11 ( 10E 47)				

Fund 103 - Restricted Donations(ord 05-17)



Invoice Date Range 02/18/23 - 03/03/23

Department 06 - Controller's Office

Program 400101 - Animal Medical Services

Program 400101 - Animai Medicai Services			
Account <b>53130 - Medical</b>			
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-Veterinary Diagnostics & Surgeries & spay/neutor	03/03/2023	350.16
	Account <b>53130 - Medical</b> Totals	Invoice 1	\$350.16
	Program 400101 - Animal Medical Services Totals	Transactions Invoice 1	\$350.16
	Trogram 400101 Animal Picarcal Screeces rotals	Transactions	ψ330:10
	Department <b>06 - Controller's Office</b> Totals	Invoice 1	\$350.16
	Fund 102 Postvisted Departisms (and 05 17) Totals	Transactions Invoice 1	\$350.16
	Fund 103 - Restricted Donations(ord 05-17) Totals	Transactions	\$350.10
Fund 153 - LIT - Economic Development		Transactions	
Department 19 - Facilities Maintenance			
Program <b>190000 - Main</b>			
Account 53990 - Other Services and Charges			
421 - Centerstone Of Indiana, INC	04: Brighton Btown DPW labor funding- Jan 2023	BC 2022-057 03/03/2023	2,593.01
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 1	\$2,593.01
		Transactions	+2 502 04
	Program <b>190000 - Main</b> Totals	Invoice 1 Transactions	\$2,593.01
	Department 19 - Facilities Maintenance Totals	Invoice 1	\$2,593.01
	Ψ	Transactions	1 /
Department 28 - ITS			
Program <b>280000 - Main</b>			
Account 53980 - Community Access TV/Radio			
64 - Monroe County Public Library	28-Public Meeting (CATS)-Jan-March 2023	BC 2022-139 03/03/2023	115,091.25
	Account <b>53980 - Community Access TV/Radio</b> Totals	Invoice 1	\$115,091.25
		Transactions	
	Program <b>280000 - Main</b> Totals	Invoice 1 Transactions	\$115,091.25



Invoice Date Range 02/18/23 - 03/03/23

	Department 28 - ITS Totals	Invoice 1		\$115,091.25
	Fund 153 - LIT – Economic Development Totals	Transactions Invoice 2		\$117,684.26
Fund 176 - ARPA Local Fiscal Recvry (S9512)		Transactions		
Department 04 - Economic & Sustainable Dev				
Program <b>G21005 - ARPA COVID Local Fiscal Re</b>	ecovery			
Account <b>53170 - Mgt. Fee, Consultants, and W</b>	orkshops			
7509 - Axis Architecture + Interiors, LLC	15-Additional Services for the Trades	03	3/03/2023	8,450.00
	District Tech Center Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals	Invoice 1		\$8,450.00
Account <b>53960 - Grants</b>		Transactions		
8570 - Dave Debikey	04-BGHIP Rebate - Dave Debikey	03	3/03/2023	1,000.00
51483 - Downtown Bloomington, INC	04: Funds for Several Downtown pubic art	03	3/03/2023	110,000.00
7532 - Christina Elem	installations 04-Consulting Services for public art -	03	3/03/2023	60.00
8075 - IFF (IFF Real Estate Services LLC)	C.Elam 04-SEEL Program - Facility Energy	03	3/03/2023	697.50
203 - INDIANA UNIVERSITY	Assessments 04-ARPA Grant for Arts Communication	03	3/03/2023	72,500.00
8528 - Caleb Olin Meredith Poer	Platform - IU 04-BAC ARPA Emerging Artist Grant -	03	3/03/2023	1,600.00
8536 - University Players IU Bloomington	Caleb Poer 04- BAC Emerging Artists Grant -	03	3/03/2023	2,000.00
421 - Centerstone Of Indiana, INC	University Players 04: Brighton Btown DPW labor funding for	BC 2022-057 03	3/03/2023	27,468.49
421 - Centerstone Of Indiana, INC	Dec 2022 04: Brighton Btown DPW labor funding-	BC 2022-057 03	3/03/2023	26,139.53
	Jan 2023 Account <b>53960 - Grants</b> Totals	Invoice 9		\$241,465.52
		Transactions		+240.045.53
	Program <b>G21005 - ARPA COVID Local Fiscal Recovery</b> Totals	Invoice 10 Transactions	)	\$249,915.52
	Department 04 - Economic & Sustainable Dev Totals	Invoice 10	)	\$249,915.52
Daniel and Charles		Transactions		

Department 20 - Street



Invoice Date Range 02/18/23 - 03/03/23

Transactions

#### Program G21005 - ARPA COVID Local Fiscal Recovery

20-Arborist safety helmets for tree crew	03/03/2023	173.98
20-Supplies for tree crew (bar, chains,oil,	03/03/2023	51.84
Account <b>52420 - Other Supplies</b> Totals	Invoice 2	\$225.82
2100F ADDA COVID Lacal Ficant Decement Tabula		¢22Ε 02
21005 - ARPA COVID Local Fiscal Recovery Totals		\$225.82
Department 20 - Street Totals		\$225.82
Department 20 Dates Fotolo		Ψ223102
und 176 - ARPA Local Fiscal Recvry (S9512) Totals	Invoice 12	\$250,141.34
	Transactions	
04-2021-2024 EPA Brownfield Grant-	03/03/2023	480.00
Program Management	/ /	
	03/03/2023	320.00
	03/03/2023	1,744.00
•	03/03/2023	1,744.00
04-2021-2024 EPA Brownfield Grant-PH II	03/03/2023	5,001.63
Hospital Parcel C&D		<u> </u>
Account <b>53990 - Other Services and Charges</b> Totals	Invoice 4	\$7,545.63
		+7.545.60
Program G22008 - 2021 to 2024 Brownfield Totals		\$7,545.63
enartment 04 - Economic & Sustainable Dev Totals		\$7,545.63
repartment 0-1 Leonomic & Sustamusic Dev Totals		Ψ7,515.05
Fund <b>249 - Grants Non Approp</b> Totals	Invoice 4	\$7,545.63
	20-Supplies for tree crew (bar, chains,oil, pluqs) Account 52420 - Other Supplies Totals  21005 - ARPA COVID Local Fiscal Recovery Totals Department 20 - Street Totals  and 176 - ARPA Local Fiscal Recvry (\$9512) Totals  O4-2021-2024 EPA Brownfield Grant-Program Management 04-2021-2024 EPA Brownfield Grant-Eligib Determin & Site Access 04-2021-2024 EPA Brownfield Grant-PH II Hospital Parcel C&D  Account 53990 - Other Services and Charges Totals Program G22008 - 2021 to 2024 Brownfield Totals Department 04 - Economic & Sustainable Dev Totals	20-Supplies for tree crew (bar, chains,oil, pluqs) Account 52420 - Other Supplies Totals 21005 - ARPA COVID Local Fiscal Recovery Totals Department 20 - Street Totals and 176 - ARPA Local Fiscal Recvry (S9512) Totals  O4-2021-2024 EPA Brownfield Grant-Program Management 04-2021-2024 EPA Brownfield Grant-Eligib Determin & Site Access 04-2021-2024 EPA Brownfield Grant-PH II Hospital Parcel C&D Account 53990 - Other Services and Charges Totals Program G22008 - 2021 to 2024 Brownfield Totals Repartment 04 - Economic & Sustainable Dev Totals  Invoice 2 Transactions Invoice 12 Transactions Invoice 2 Transactions Invoice 12 Transactions Invoice 12 Transactions Invoice 2 Transactions Invoice 2 Transactions Invoice 2 Transactions Invoice 2 Transactions Invoice 12 Transactions

Fund 312 - Community Services

Department 09 - CFRD



Invoice Date Range 02/18/23 - 03/03/23

Account **52420 - Other Supplies** 

Account 32420 Other Supplies			
4549 - Kroger Limited Partnership I	09-Cookies for Black History Month Class Presentation	03/03/2023	9.98
	Account <b>52420 - Other Supplies</b> Totals	Invoice 1	\$9.98
	Program <b>090016 - Com Serv - Safe &amp; Civil</b> Totals	Transactions Invoice 1	\$9.98
	110gram 090010 - Com Serv - Sare & Civil Totals	Transactions	φ3.30
	Department <b>09 - CFRD</b> Totals	Invoice 1	\$9.98
		Transactions	
	Fund <b>312 - Community Services</b> Totals	Invoice 1	\$9.98
Fund 401 - Non-Reverting Telecom (S1146)		Transactions	
Department 25 - Telecommunications			
Program 256000 - Services			
Account <b>53150 - Communications Contract</b>			
4170 - Comcast Cable Communications, INC	25 - Comcast Internet - 401 N Morton-	02/22/2023	203.40
4170 - Comcast Cable Communications, INC	March 2023 28 - 3550 N. Kinser Cascades Clubhouse-	02/22/2023	120.35
4170 - Conicast Cable Communications, INC	1/27-2/26/23	02/22/2023	120.55
4170 - Comcast Cable Communications, INC	28-3940 N Kinser Pike-business	02/22/2023	169.86
	serv./equip chgs-2/21-3/20/23		
4170 - Comcast Cable Communications, INC	25 - Internet - 627 N Morton - 1/17-	02/23/2023	178.45
4170 - Comcast Cable Communications, INC	2/16/2023 25 - Internet - 627 N Morton - 2/17-	02/23/2023	178.45
4170 - Comcast Cable Communications, INC	3/16/2023	02/23/2023	170.43
4170 - Comcast Cable Communications, INC	25 - Internet - 627 N Morton -	02/23/2023	178.45
	12/17/2022-1/16/2023		
	Account <b>53150 - Communications Contract</b> Totals	Invoice 6	\$1,028.96
	Program <b>256000 - Services</b> Totals	Transactions Invoice 6	\$1,028.96
	Trogram 20000 Scivices rouns	Transactions	Ψ1,020.90
	Department 25 - Telecommunications Totals	Invoice 6	\$1,028.96
		Transactions	
	Fund 401 - Non-Reverting Telecom (S1146) Totals	Invoice 6	\$1,028.96
		Transactions	

Fund 405 - Non-Reverting Improve I(S0113)



Invoice Date Range 02/18/23 -03/03/23

\$5,696.00

Transactions

Invoice 3 Transactions

Department	06	_	Contro	ller's	Office
Debai tillelit	vv	_	CUILIU	ilei s	OHICE

Program **060000 - Main** 

#### Account 53120 - Special Legal Services

19660 - Bose McKinney & Evans, LLP	10-legal srvs-alcoholic beverage permit	03/03/2023	196.00
19660 - Bose McKinney & Evans, LLP	Civic Center-Jan 2023 10- legal services federally funded project-	03/03/2023	3,000.00
608 - Krieg Devault, LLP	2/6/23 10- legal services Governmental Affairs-	03/03/2023	2,500.00
	January 2023 Account <b>53120 - Special Legal Services</b> Totals	Invoice 3	\$5,696.00
	Program <b>060000 - Main</b> Totals	Transactions Invoice 3	\$5,696.00
	Department <b>06 - Controller's Office</b> Totals	Transactions Invoice 3	\$5,696.00

Fund 405 - Non-Reverting Improve I(S0113) Totals

#### Fund 450 - Local Road and Street(S0706)

Department 20 - Street

Program 200000 - Main

Account 53520 - Street Lights / Traffic Signals				
223 - Duke Energy	02-Facilities Summary-FS#4 bill-11/29/22-	BC 2010-23	02/22/2023	593.89
223 - Duke Energy	02/01/23 02-14th & Walnut St 11/08/22-02/07/23		02/22/2023	164.25
223 - Duke Energy	02-Traffic Signal Summary electric bill- 12/30/22-02/02/23	BC 2018-0.	02/22/2023	3,905.68
223 - Duke Energy	02-Street Light Summary bill-12/10/22- 01/27/23	BC 20101-23	02/22/2023	42,484.26
Acco	ount <b>53520 - Street Lights / Traffic Signals</b> Totals	Invoice Transaction	-	\$47,148.08
	Program <b>200000 - Main</b> Totals		e 4	\$47,148.08
	Department 20 - Street Totals		e 4	\$47,148.08
	Fund 450 - Local Road and Street(S0706) Totals		e 4	\$47,148.08



Invoice Date Range 02/18/23 - 03/03/23

#### Fund 451 - Motor Vehicle Highway(S0708)

Department 20 - Street

Program 200000 - Main

#### Account **52210 - Institutional Supplies**

313 - Fastenal Company	20-Safety Supplies for Crews (gloves, glasses, ear plugs)	03/03/2023	230.10
	Account <b>52210 - Institutional Supplies</b> Totals	Invoice 1	\$230.10
Account 52340 - Other Repairs and Maintenance		Transactions	
480 - Proveli, LLC ( Hall Signs, INC)	20-Sign materials for Welcome to Bloomington	03/03/2023	1,703.90
337 - Stansifer Radio Co, INC	20-Parts for signal repair at 17 & Dunn	03/03/2023	13.78
3039 - Unistructural Support Systems, LTD	20-Sign materials (Poles & Anchors)	03/03/2023	7,170.00
	Account <b>52340 - Other Repairs and Maintenance</b> Totals	Invoice 3 Transactions	\$8,887.68
Account <b>52420 - Other Supplies</b>		Transactions	
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	20-Retevis RT68 Walkie Talkies for crews	03/03/2023	118.99
409 - Black Lumber Co. INC	20-Bollards-Eagleson-lumber for concrete	03/03/2023	113.31
409 - Black Lumber Co. INC	forms 20-Bollards-Eagleson-hardware	03/03/2023	3.28
409 - Black Lumber Co. INC	20-Winslow/Henderson-band saw blade	03/03/2023	27.99
409 - Black Lumber Co. INC	20-lumber-damaged mailboxes	03/03/2023	10.89
409 - Black Lumber Co. INC	20-lumber-damaged mailboxes	03/03/2023	10.89
409 - Black Lumber Co. INC	20-scraper to clean corners of hot boxes	03/03/2023	69.98
409 - Black Lumber Co. INC	20-2203 S. Rockport-mailbox damage- retro fit ez base	03/03/2023	29.99
409 - Black Lumber Co. INC	20-Pete Ellis Dr-guardrail hardware	03/03/2023	25.92
908 - JB Salvage (Westside Auto Parts)	20-Used steel for ballards on State Ct & stock	03/03/2023	9.00



4574 - John Deere Financial f.s.b. (Rural King)	20-60V Grinder & 20pc ratcheting wrench	03/03/2023	428.98
394 - Kleindorfer Hardware & Variety	set 20-truck cleaning supplies	03/03/2023	15.38
394 - Kleindorfer Hardware & Variety	20-shackles	03/03/2023	9.38
394 - Kleindorfer Hardware & Variety	20-chain-parts for sign puller	03/03/2023	6.46
	Account <b>52420 - Other Supplies</b> Totals	Invoice 14	\$880.44
Account 53130 - Medical		Transactions	
231 - IU Health OCC Health Services	20-M Heagy-DS DOT 5 Panel Screen-	03/03/2023	50.00
231 - IU Health OCC Health Services	1/19/23 20-D. Akers-DS DOT 5 Panel Screen-	03/03/2023	50.00
231 - IU Health OCC Health Services	1/25/23 20-T. Carroll-DS DOT 5 Panel Screen-	03/03/2023	50.00
231 - IU Health OCC Health Services	2/02/23 20-R. Hitchcox-DS DOT 5 Panel Screen- 2/02/23	03/03/2023	50.00
231 - IU Health OCC Health Services	20-C. Phipps-DS DOT 5 Panel Screen-	03/03/2023	50.00
	02/02/23 Account <b>53130 - Medical</b> Totals	Invoice 5	\$250.00
Account <b>53150 - Communications Contract</b>		Invoice 5 Transactions	\$250.00
Account <b>53150 - Communications Contract</b> 5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	Account <b>53130 - Medical</b> Totals  20-Monthly Two-way Radio Services for		\$250.00 2,321.25
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	Account <b>53130 - Medical</b> Totals	Transactions 03/03/2023 Invoice 1	
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	Account <b>53130 - Medical</b> Totals  20-Monthly Two-way Radio Services for Vehicles-Feb 2023	Transactions 03/03/2023	2,321.25
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	Account <b>53130 - Medical</b> Totals  20-Monthly Two-way Radio Services for Vehicles-Feb 2023  Account <b>53150 - Communications Contract</b> Totals  20-Street Dept-fire hydrant-water/sewer	Transactions 03/03/2023 Invoice 1	2,321.25
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)  Account <b>53530 - Water and Sewer</b>	20-Monthly Two-way Radio Services for Vehicles-Feb 2023 Account <b>53150 - Communications Contract</b> Totals  20-Street Dept-fire hydrant-water/sewer bill-January 2023 20-Street Dept-water/sewer bill-January	Transactions  03/03/2023  Invoice 1  Transactions	2,321.25 \$2,321.25
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)  Account <b>53530 - Water and Sewer</b> 208 - City Of Bloomington Utilities	20-Monthly Two-way Radio Services for Vehicles-Feb 2023 Account <b>53150 - Communications Contract</b> Totals  20-Street Dept-fire hydrant-water/sewer bill-January 2023	Transactions  03/03/2023  Invoice 1  Transactions  02/22/2023  02/22/2023  Invoice 2	2,321.25 \$2,321.25 44.47
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)  Account <b>53530 - Water and Sewer</b> 208 - City Of Bloomington Utilities	20-Monthly Two-way Radio Services for Vehicles-Feb 2023 Account <b>53150 - Communications Contract</b> Totals  20-Street Dept-fire hydrant-water/sewer bill-January 2023 20-Street Dept-water/sewer bill-January 2023	Transactions  03/03/2023  Invoice 1  Transactions  02/22/2023  02/22/2023	2,321.25 \$2,321.25 44.47 293.69
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)  Account <b>53530 - Water and Sewer</b> 208 - City Of Bloomington Utilities  208 - City Of Bloomington Utilities	20-Monthly Two-way Radio Services for Vehicles-Feb 2023 Account <b>53150 - Communications Contract</b> Totals  20-Street Dept-fire hydrant-water/sewer bill-January 2023 20-Street Dept-water/sewer bill-January 2023	Transactions  03/03/2023  Invoice 1  Transactions  02/22/2023  02/22/2023  Invoice 2	2,321.25 \$2,321.25 44.47 293.69



Invoice Date Range 02/18/23 - 03/03/23

#### Account 53730 - Machinery and Equipment Rental

6928 - Lavin Rental, LLC (Master Rental)	20-Rental of two man auger/install sign @	03/03/2023	62.70
	Hend/Atwater Account <b>53730 - Machinery and Equipment Rental</b> Totals	Invoice 1	\$62.70
Account 53920 - Laundry and Other Sanitation Services		Transactions	
Account DD 20 Laural y and Carol Daniel Control			
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-2/8/23	03/03/2023	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)- 2/8/23	03/03/2023	8.72
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)- 1/25/23	03/03/2023	6.83
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)- 2/1/23	03/03/2023	8.72
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-	03/03/2023	9.77
19171 - Aramark Uniform & Career Apparel Group, INC	12/14/22 20-mat/towel service-12/14/22	03/03/2023	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-	03/03/2023	7.88
19171 - Aramark Uniform & Career Apparel Group, INC	12/21/22 20-mat/towel service-12/21/22	03/03/2023	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-	03/03/2023	8.72
19171 - Aramark Uniform & Career Apparel Group, INC	12/28/22 20-uniform rental (minus payroll ded)-	03/03/2023	8.72
19171 - Aramark Uniform & Career Apparel Group, INC	1/4/23 20-uniform rental (minus payroll ded)-	03/03/2023	8.72
19171 - Aramark Uniform & Career Apparel Group, INC	1/11/23 20-uniform rental (minus payroll ded)-	03/03/2023	8.72
Accou	1/18/23 at <b>53920 - Laundry and Other Sanitation Services</b> Totals	Invoice 12	\$179.64
710000	and state summer	Transactions	φ1/3/01
Account <b>53990 - Other Services and Charges</b>			
902 - Indiana Underground Plant Protection Service, INC	20-Line Locate Services for 2023 January	03/03/2023	546.25
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks- 1/9/2023	03/03/2023	200.00
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 2 Transactions	\$746.25
	Program <b>200000 - Main</b> Totals	I ransactions Invoice 42 Transactions	\$14,158.52



	Department <b>20 - Street</b> Totals	Invoic Transaction		\$14,158.52
	Fund 451 - Motor Vehicle Highway(S0708) Totals		e 42	\$14,158.52
Fund 452 - Parking Facilities(S9502)		Talisaction	15	
Department 26 - Parking				
Program <b>260000 - Main</b>				
Account <b>52210 - Institutional Supplies</b>				
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	26-Windmaster Signs		03/03/2023	375.55
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	26-Windmaster Signs		03/03/2023	425.55
	Account 52210 - Institutional Supplies Totals	Invoic Transaction		\$801.10
Account <b>52340 - Other Repairs and Maintenance</b>		Transaction	iS	
293 - J&S Locksmith Shop, INC	26-Changing out Lock Cylinder		03/03/2023	105.80
	Account <b>52340 - Other Repairs and Maintenance</b> Totals			\$105.80
Account 53530 - Water and Sewer		Transaction	IS	
208 - City Of Bloomington Utilities	26-Morton St Garage-water/sewer bill-		02/22/2023	57.36
	January 2023 Account <b>53530 - Water and Sewer</b> Totals			\$57.36
Account 53610 - Building Repairs		Transaction	IS	
392 - Koorsen Fire & Security, INC	26-SA Morton Street Garage Alarm	BC 2022-092	03/03/2023	150.00
392 - Koorsen Fire & Security, INC	Monitoring-2/1-4/30/23 26-SA 4th St Garage Garage Service	BC 2022-092	03/03/2023	120.00
392 - Koorsen Fire & Security, INC	Monitoring-2/1-4/30/23 26-SA Trades District Garage Service	BC 2022-092	03/03/2023	600.00
1537 - Indiana Door & Hardware Specialties, INC	Monitoring 26- SA- Morton St Parking Doors service	BC 2022-117	03/03/2023	758.00
393 - Kone INC	call 26-SA -Morton Street - furnish and install	BC 2023-004	03/03/2023	1,656.00
1420 - Richard Trinkle (Trinkle SnowPlowing LLC)	a new ADA telephone 26-SA -Snow Removal at Garages (Trades and 4th St) - 1/25/2023	BC 2022-104	03/03/2023	300.00



1420 - Richard Trinkle (Trinkle SnowPlowing LLC)	26-Snow Removal&Icemelt /Lot 1 & 3; Lincoln St 12/24 & 12/26/22 Account <b>53610 - Building Repairs</b> Totals	BC 2022-104 03/03/2023  Invoice 7	1,530.00 \$5,114.00
Account <b>53650 - Other Repairs</b>	- ,	Transactions	. ,
Account 53650 - Other Repairs			
3397 - Evens Time, INC	26-Morton St Garage-ticket spitter-	03/03/2023	492.99
	1/17/23-beyond SA Account <b>53650 - Other Repairs</b> Totals	Invoice 1	\$492.99
		Transactions	
	Program <b>260000 - Main</b> Totals	Invoice 12	\$6,571.25
		Transactions	
	Department <b>26 - Parking</b> Totals	Invoice 12	\$6,571.25
		Transactions	
	Fund <b>452 - Parking Facilities(S9502)</b> Totals		\$6,571.25
		Transactions	
Fund 454 - Alternative Transport(S6301)			
Department 05 - Common Council			
Program <b>050000 - Main</b>			
Account 54310 - Improvements Other Than Building	ing		
Account <b>54310 - Improvements Other Than Build</b> 17 - Bynum Fanyo & Associates, INC	o7-Adams St ROW-11/6/22-1/31/23	BC 2022-051 03/03/2023	58,025.00
•	07-Adams St ROW-11/6/22-1/31/23	, ,	<u> </u>
•		Invoice 1	58,025.00 \$58,025.00
•	07-Adams St ROW-11/6/22-1/31/23 Account <b>54310 - Improvements Other Than Building</b> Totals	Invoice 1 Transactions	\$58,025.00
•	07-Adams St ROW-11/6/22-1/31/23	Invoice 1 Transactions Invoice 1	<u> </u>
•	07-Adams St ROW-11/6/22-1/31/23 Account <b>54310 - Improvements Other Than Building</b> Totals	Invoice 1 Transactions	\$58,025.00
•	07-Adams St ROW-11/6/22-1/31/23  Account <b>54310 - Improvements Other Than Building</b> Totals  Program <b>050000 - Main</b> Totals	Invoice 1 Transactions Invoice 1 Transactions	\$58,025.00 \$58,025.00
•	07-Adams St ROW-11/6/22-1/31/23  Account <b>54310 - Improvements Other Than Building</b> Totals  Program <b>050000 - Main</b> Totals	Invoice 1 Transactions Invoice 1 Transactions Invoice 1 Transactions	\$58,025.00 \$58,025.00
17 - Bynum Fanyo & Associates, INC	07-Adams St ROW-11/6/22-1/31/23  Account <b>54310 - Improvements Other Than Building</b> Totals  Program <b>050000 - Main</b> Totals  Department <b>05 - Common Council</b> Totals	Invoice 1 Transactions Invoice 1 Transactions Invoice 1 Transactions	\$58,025.00 \$58,025.00 \$58,025.00
•	07-Adams St ROW-11/6/22-1/31/23  Account <b>54310 - Improvements Other Than Building</b> Totals  Program <b>050000 - Main</b> Totals  Department <b>05 - Common Council</b> Totals	Invoice 1 Transactions Invoice 1 Transactions Invoice 1 Transactions Invoice 1	\$58,025.00 \$58,025.00 \$58,025.00
17 - Bynum Fanyo & Associates, INC	07-Adams St ROW-11/6/22-1/31/23  Account <b>54310 - Improvements Other Than Building</b> Totals  Program <b>050000 - Main</b> Totals  Department <b>05 - Common Council</b> Totals	Invoice 1 Transactions Invoice 1 Transactions Invoice 1 Transactions Invoice 1	\$58,025.00 \$58,025.00 \$58,025.00
17 - Bynum Fanyo & Associates, INC  Fund 455 - Parking Meter Fund(S2141)	07-Adams St ROW-11/6/22-1/31/23  Account <b>54310 - Improvements Other Than Building</b> Totals  Program <b>050000 - Main</b> Totals  Department <b>05 - Common Council</b> Totals	Invoice 1 Transactions Invoice 1 Transactions Invoice 1 Transactions Invoice 1	\$58,025.00 \$58,025.00 \$58,025.00
17 - Bynum Fanyo & Associates, INC  Fund 455 - Parking Meter Fund(S2141)  Department 26 - Parking	07-Adams St ROW-11/6/22-1/31/23  Account <b>54310 - Improvements Other Than Building</b> Totals  Program <b>050000 - Main</b> Totals  Department <b>05 - Common Council</b> Totals	Invoice 1 Transactions Invoice 1 Transactions Invoice 1 Transactions Invoice 1	\$58,025.00 \$58,025.00 \$58,025.00
17 - Bynum Fanyo & Associates, INC  Fund 455 - Parking Meter Fund(S2141)  Department 26 - Parking  Program 260000 - Main	07-Adams St ROW-11/6/22-1/31/23  Account <b>54310 - Improvements Other Than Building</b> Totals  Program <b>050000 - Main</b> Totals  Department <b>05 - Common Council</b> Totals	Invoice 1 Transactions Invoice 1 Transactions Invoice 1 Transactions Invoice 1	\$58,025.00 \$58,025.00 \$58,025.00



4264 - IPS Group, INC	26-card readers for the kiosk in the	03/03/2023	2,040.19
4264 - IPS Group, INC	surface lots 26-batteries for meters, card readers for	03/03/2023	5,450.00
4264 - IPS Group, INC	meterrs 26-service cards to collect, maintain	03/03/2023	165.00
	parking meters Account <b>52340 - Other Repairs and Maintenance</b> Totals	Invoice 4	\$7,773.92
Account <b>53150 - Communications Contract</b>		Transactions	
4264 - IPS Group, INC	26-bank fees and communications fees January 2023	03/03/2023	9,131.25
	Account <b>53150 - Communications Contract</b> Totals	Invoice 1 Transactions	\$9,131.25
Account 53240 - Freight / Other		Transactions	
4264 - IPS Group, INC	26-batteries for meters, card readers for meterrs	03/03/2023	21.08
4264 - IPS Group, INC	26-service cards to collect, maintain	03/03/2023	21.08
	parking meters Account <b>53240 - Freight / Other</b> Totals	Invoice 2 Transactions	\$42.16
Account <b>53830 - Bank Charges</b>		Transactions	
4264 - IPS Group, INC	26-bank fees and communications fees January 2023	03/03/2023	4,073.29
	Account <b>53830 - Bank Charges</b> Totals	Invoice 1 Transactions	\$4,073.29
Account 53990 - Other Services and Charges		Transactions	
480 - Proveli, LLC ( Hall Signs, INC)	26-sign for history center	03/03/2023	71.27
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	26-sign removal for 900 E. Atwater st - parkmobile signs	03/03/2023	153.33
1420 - Richard Trinkle (Trinkle SnowPlowing LLC)		BC 2022-104 03/03/2023	1,560.00
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 3 Transactions	\$1,784.60
	Program <b>260000 - Main</b> Totals	Invoice 11 Transactions	\$22,805.22
	Department 26 - Parking Totals	Invoice 11 Transactions	\$22,805.22
	Fund 455 - Parking Meter Fund(S2141) Totals	Invoice 11 Transactions	\$22,805.22



Invoice Date Range 02/18/23 - 03/03/23

Fund 456 - MVH Restricted

Department 20 - Street

Program 200000 - Main

Account 53990 - Other Services and Charges  7905 - IMS Infrastructure Management Services, LLC	Program 200000 - Main			
Account 53990 - Other Services and Charges Totals Program 200000 - Main Totals Department 20 - Street Totals Fund 456 - MVH Restricted Totals Program 200000 - Main Totals Fund 456 - MVH Restricted Totals Program 200000 - Main Totals Fund 456 - MVH Restricted Totals Program 200000 - Main Totals Fund 456 - MVH Restricted Totals Program 200000 - Main Totals Account 52330 - Street , Alley, and Sewer Material  351 - Young Trucking, INC  Account 52330 - Street , Alley, and Sewer Material Totals Account 52330 - Street , Alley, and Sewer Material Totals Account 52420 - Other Supplies  4186 - Carrier & Gable, INC 20-APS Pushbutton Assy for College Mall & 03/03/2023 & 832.00 8 & Buick Cad 10412 - Complete Masonry Supplies, INC 20-Concrete blankets for sidewalk projects 20-Concrete blankets for sidewalk projects 37d.College Mall & 03/03/2023 & 48.367.00 37d.College Mall & 1. Invoice 4 Transactions 1 Invoice 1 Transactions 1 1 Tra	Account 53990 - Other Services and Charges			
Account 53990 - Other Services and Charges Totals Program 200000 - Main Totals Invoice 1 Transactions Invoice 1 Tr	7905 - IMS Infrastructure Management Services, LLC	5	BC 2021-81 03/03/2023	3,088.70
Program 200000 - Main Totals   Program 200000 - Main   Program 200000 -			Invoico 1	¢2 000 70
Program 200000 - Main Totals   Program 200000 - Main Totals   Department 20 - Street Totals   Transactions   Invoice 1   \$3,088.70   \$3,		Account 33330 - Other Services and Charges Totals		\$3,066.70
Department 20 - Street Totals Fund 456 - MVH Restricted Totals F		Program 200000 - Main Totals		\$3,088.70
Fund 456 - MVH Restricted Totals Transactions Invoice 1 Transactions			Transactions	
Fund <b>456 - MVH Restricted</b> Totals Transactions  Fund <b>601 - Cumulative Capital Devlp(S2391)</b> Department <b>02 - Public Works</b> Program <b>020000 - Main</b> Account <b>52330 - Street , Alley, and Sewer Material</b> 351 - Young Trucking, INC  20-Clear Lane De-icing Salt-1/24-1/27/23  Account <b>52420 - Other Supplies</b> 4186 - Carrier & Gable, INC  4186 - Carrier & Gable, INC  20-APS Pushbutton Assy for College Mall 103/03/2023  8 Buick Cad 20-Concrete blankets for sidewalk projects  8 Buick Cad 20-4200 gallon verticle tank for salt brine  603 - Traffic Control Corporation  20-AI Preempt/Priority FMUS2 Cat (2nd, 3rd, College Mall 1 Nocioe 4 Transactions  Invoice 1 \$3,088.70  \$4,080.70		Department <b>20 - Street</b> Totals		\$3,088.70
Fund <b>601 - Cumulative Capital Devlp(S2391)</b> Department <b>02 - Public Works</b> Program <b>020000 - Main</b> Account <b>52330 - Street , Alley, and Sewer Material</b> 351 - Young Trucking, INC  20-Clear Lane De-icing Salt-1/24-1/27/23  Account <b>52330 - Street , Alley, and Sewer Material</b> Account <b>52330 - Street , Alley, and Sewer Material</b> Totals  Account <b>52420 - Other Supplies</b> 4186 - Carrier & Gable, INC  20-APS Pushbutton Assy for College Mall  103/03/2023  832.00  8 Buick Cad  20-Concrete blankets for sidewalk projects  8527 - National Tank Outlet  20-4200 gallon verticle tank for salt brine  603 - Traffic Control Corporation  20-AI Preempt/Priority FMUS2 Cat (2nd, 3rd,College Mall )  Account <b>52420 - Other Supplies</b> Invoice 4  Transactions  48,367.00  48,367.00		5 1456 2005 21.15		+2.000.70
Department 02 - Public Works   Program 020000 - Main		Fund 456 - MVH Restricted Totals		\$3,088.70
Program 020000 - Main           Account 52330 - Street , Alley, and Sewer Material           351 - Young Trucking, INC         20-Clear Lane De-icing Salt-1/24-1/27/23         03/03/2023         92,473.50           Account 52420 - Other Supplies         Invoice 1 Transactions         \$92,473.50           Account 52420 - Other Supplies           4186 - Carrier & Gable, INC         20-APS Pushbutton Assy for College Mall & 03/03/2023         832.00           10412 - Complete Masonry Supplies, INC         8 Buick Cad 20-Concrete blankets for sidewalk projects         03/03/2023         394.80           8527 - National Tank Outlet         20-4200 gallon verticle tank for salt brine         03/03/2023         6,257.34           603 - Traffic Control Corporation         20-AI Preempt/Priority FMUS2 Cat (2nd, 3rd,College Mall) Account 52420 - Other Supplies Totals         Invoice 4 Transactions         \$55,851.14	Fund 601 - Cumulative Capital Devlp(S2391)		Transactions	
Account 52330 - Street , Alley, and Sewer Material  351 - Young Trucking, INC  20-Clear Lane De-icing Salt-1/24-1/27/23  Account 52330 - Street , Alley, and Sewer Material Totals Account 52420 - Other Supplies  4186 - Carrier & Gable, INC  20-APS Pushbutton Assy for College Mall 8 Buick Cad 20-Concrete blankets for sidewalk projects  40412 - Complete Masonry Supplies, INC  8527 - National Tank Outlet  20-4200 gallon verticle tank for salt brine  603 - Traffic Control Corporation  20-AI Preempt/Priority FMUS2 Cat (2nd, 3rd,College Mall ) Account 52420 - Other Supplies Totals  Invoice 4 Transactions  1 sy2,473.50  \$92,473.50  \$92,473.50  \$92,473.50  \$92,473.50  \$92,473.50  \$92,473.50  \$92,473.50  \$92,473.50	Department 02 - Public Works			
351 - Young Trucking, INC  Account 52330 - Street , Alley, and Sewer Material Totals Account 52420 - Other Supplies  4186 - Carrier & Gable, INC  20-APS Pushbutton Assy for College Mall 10412 - Complete Masonry Supplies, INC  820-APS Pushbutton Assy for Sidewalk projects 20-Concrete blankets for sidewalk projects 394.80  8527 - National Tank Outlet  20-AI Preempt/Priority FMUS2 Cat (2nd, 3rd, College Mall ) Account 52420 - Other Supplies Totals Invoice 1 Transactions  92,473.50  \$92,473.50  \$92,473.50  \$92,473.50  \$92,473.50  \$92,473.50  \$92,473.50	Program <b>020000 - Main</b>			
Account 52330 - Street , Alley, and Sewer Material Totals Account 52420 - Other Supplies  4186 - Carrier & Gable, INC 4186 - Complete Masonry Supplies, INC 520-APS Pushbutton Assy for College Mall 8 Buick Cad 20-Concrete blankets for sidewalk projects 703/03/2023	Account 52330 - Street , Alley, and Sewer Material			
Account 52420 - Other Supplies  4186 - Carrier & Gable, INC  4186 - Complete Masonry Supplies, INC  8 Buick Cad 20-APS Pushbutton Assy for College Mall 8 Buick Cad 20-Concrete blankets for sidewalk projects  93/03/2023  94.80  8527 - National Tank Outlet  20-4200 gallon verticle tank for salt brine  93/03/2023  6,257.34  603 - Traffic Control Corporation  20-AI Preempt/Priority FMUS2 Cat (2nd, 3rd,College Mall) Account 52420 - Other Supplies Totals  Invoice 4 Transactions	351 - Young Trucking, INC	20-Clear Lane De-icing Salt-1/24-1/27/23	03/03/2023	92,473.50
Account 52420 - Other Supplies  4186 - Carrier & Gable, INC  20-APS Pushbutton Assy for College Mall 820-Concrete blankets for sidewalk projects  03/03/2023  394.80  8527 - National Tank Outlet  20-4200 gallon verticle tank for salt brine  03/03/2023  6,257.34  603 - Traffic Control Corporation  20-AI Preempt/Priority FMUS2 Cat (2nd, 3rd,College Mall) Account 52420 - Other Supplies Totals  Invoice 4 Transactions  Transactions		Account 52330 - Street , Alley, and Sewer Material Totals		\$92,473.50
8. Buick Cad 20-Concrete blankets for sidewalk projects 03/03/2023 394.80 8527 - National Tank Outlet 20-4200 gallon verticle tank for salt brine 03/03/2023 6,257.34 603 - Traffic Control Corporation 20-AI Preempt/Priority FMUS2 Cat (2nd, 3rd,College Mall ) Account 52420 - Other Supplies Totals Invoice 4 Transactions \$55,851.14	Account <b>52420 - Other Supplies</b>		Transactions	
10412 - Complete Masonry Supplies, INC  20-Concrete blankets for sidewalk projects  03/03/2023  394.80  20-4200 gallon verticle tank for salt brine  03/03/2023  6,257.34  20-AI Preempt/Priority FMUS2 Cat (2nd, 37d,College Mall ) Account 52420 - Other Supplies Totals  Invoice 4 Transactions  \$55,851.14	4186 - Carrier & Gable, INC	20-APS Pushbutton Assy for College Mall	03/03/2023	832.00
8527 - National Tank Outlet 20-4200 gallon verticle tank for salt brine 03/03/2023 6,257.34  20-AI Preempt/Priority FMUS2 Cat (2nd, 3/03/2023 48,367.00 3rd,College Mall ) Account <b>52420 - Other Supplies</b> Totals Invoice 4 Transactions				
603 - Traffic Control Corporation  20-AI Preempt/Priority FMUS2 Cat (2nd, 03/03/2023 48,367.00 3rd,College Mall ) Account <b>52420 - Other Supplies</b> Totals Invoice 4 \$55,851.14 Transactions	10412 - Complete Masonry Supplies, INC	20-Concrete blankets for sidewalk projects	03/03/2023	394.80
3rd,College Mall ) Account <b>52420 - Other Supplies</b> Totals Invoice 4  Transactions  **55,851.14	8527 - National Tank Outlet	20-4200 gallon verticle tank for salt brine	03/03/2023	6,257.34
Account <b>52420 - Other Supplies</b> Totals Invoice 4 \$55,851.14 Transactions	603 - Traffic Control Corporation		03/03/2023	48,367.00
Transactions			Invoice 4	¢55 851 14
		Account 32-720 Other Supplies Totals		Ψ55,051.17
		Program <b>020000 - Main</b> Totals		\$148,324.64
Transactions		-	Transactions	•



	Department <b>02 - Public Works</b> Totals	Invoice 5 Transactions	\$148,324.64
	Fund 601 - Cumulative Capital Devlp(S2391) Totals	Invoice 5	\$148,324.64
Fund <b>730 - Solid Waste (S6401)</b>		Transactions	
Department 16 - Sanitation			
Program <b>160000 - Main</b>			
Account 52420 - Other Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	16-Control tubes of cockroach bait	03/03/2023	36.49
4574 - John Deere Financial f.s.b. (Rural King)	16-batteries, paper towels, microfiber	03/03/2023	62.95
394 - Kleindorfer Hardware & Variety	cloths,(2)sprayers 16-5 coat hooks for garage	03/03/2023	6.45
394 - Kleindorfer Hardware & Variety	16-hose & parts for power washer	03/03/2023	39.96
	Account <b>52420 - Other Supplies</b> Totals	Invoice 4	\$145.85
Account <b>53150 - Communications Contract</b>		Transactions	
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	16-Wirless Radios Services for Feb 1-28,	03/03/2023	572.05
	2023 Account <b>53150 - Communications Contract</b> Totals	Invoice 1	\$572.05
Account <b>53210 - Telephone</b>		Transactions	
7146 - Routeware, INC	16-BiAnnual Cellular Chgs-Sanitation	03/03/2023	2,160.00
	Trucks-1/1-6/30/23/ Account <b>53210 - Telephone</b> Totals	Invoice 1	\$2,160.00
Account 53410 - Liability / Casualty Premiums		Transactions	
	16 marsing to Tours 220 mars on willing	02/02/2022	C 10F C0
622 - Truck Country of Indiana, INC (Stoops Freightliner	16-repairs to Truck 939-replace grille, mirror, antenna	03/03/2023	6,105.60
	Account <b>53410 - Liability / Casualty Premiums</b> Totals	Invoice 1	\$6,105.60
Account <b>53640 - Hardware and Software Maintenance</b>		Transactions	
7146 - Routeware, INC	17 Tablet Hardware Replacement 12 Sanitation Trucks	03/03/2023	3,308.00



	Account <b>53640 - Hardware and Software Maintenance</b> Totals	Invoice 1 Transactions	\$3,308.00
Account 53920 - Laundry and Other Sanitation Se	rvices	Transactions	
19171 - Aramark Uniform & Career Apparel Group, INC	16-Laundry Services - 2-8-2023	03/03/2023	4.62
19171 - Aramark Uniform & Career Apparel Group, INC	16-Mat Services - 02/08/2023	03/03/2023	23.26
	Account <b>53920 - Laundry and Other Sanitation Services</b> Totals	Invoice 2	\$27.88
	Program <b>160000 - Main</b> Totals	Transactions Invoice 10	\$12,319.38
	Department 16 - Sanitation Totals	Transactions Invoice 10	\$12,319.38
	Fund 730 - Solid Waste (S6401) Totals	Transactions Invoice 10	\$12,319.38
Fund 800 - Risk Management(S0203)		Transactions	
Department 10 - Legal			
Program <b>100000 - Main</b>			
Account <b>52430 - Uniforms and Tools</b>			
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes- L. Hardin 11 D-2/2/23	03/03/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes- R. Kinser (12M)-2/11/23	03/03/2023	100.00
1448 - Shoe Carnival, INC	10-safety shoes- Kerr 10.5-8/31/22	03/03/2023	89.98
	Account <b>52430 - Uniforms and Tools</b> Totals	Invoice 3	\$289.98
Account <b>53130 - Medical</b>		Transactions	
6854 - Andrew J Boden	10-reimb for CDL physical-2/7/23	03/03/2023	100.00
7562 - Brown, Tammy S	10-reimb for CDL physical-2/3/23	03/03/2023	97.00
8574 - Stephen Micheal French	10-reimb for CDL physical-1/31/23	03/03/2023	100.00
8104 - Timothy Lee Jacobs	10-reimb for CDL physical-2/9/23	03/03/2023	100.00
6287 - Joseph E Morrow	10-reimb for CDL physical-1/16/23	03/03/2023	100.00



Fund <b>801 - Health Insurance Trust</b> Department <b>12 - Human Resources</b>	Account <b>53130 - Medical</b> Totals  Program <b>100000 - Main</b> Totals  Department <b>10 - Legal</b> Totals  Fund <b>800 - Risk Management(S0203)</b> Totals	Invoice 5 Transactions     Invoice 8 Transactions     Invoice 8 Transactions     Invoice 8 Transactions     Invoice 8 Transactions	\$497.00 \$786.98 \$786.98 \$786.98
Program <b>120000 - Main</b>			
Account <b>53990 - Other Services and Charges</b>			
17785 - The Howard E. Nyhart Company, INC	12 - Nyhart Admin Fee (FSA, HSA,	03/03/2023	1,253.40
17785 - The Howard E. Nyhart Company, INC	Wellness) - January 2023 12 - Nyhart Admin Fee (FSA, HSA, Wellness) - December 2022	03/03/2023	1,235.50
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 2	\$2,488.90
	Program <b>120000 - Main</b> Totals	Transactions Invoice 2	\$2,488.90
	Department 12 - Human Resources Totals	Transactions Invoice 2 Transactions	\$2,488.90
	Fund 801 - Health Insurance Trust Totals	Invoice 2	\$2,488.90
Fund 802 - Fleet Maintenance(S9500)		Transactions	
Department 17 - Fleet Maintenance			
Program <b>170000 - Main</b>			
Account <b>52110 - Office Supplies</b>			
6530 - Office Depot, INC	17 - office supplies -packing tape, rubber	03/03/2023	31.66
6530 - Office Depot, INC	bands 17 - office supplies-oil base paint marker	03/03/2023	46.99
	Account <b>52110 - Office Supplies</b> Totals	Invoice 2	\$78.65
Account 52230 - Garage and Motor Supplies		Transactions	



50605 - Bauer Built, INC	17 - tires for stock	03/03/2023	2,602.86
50605 - Bauer Built, INC	17- (4) 12R225 H XDN2 tires	03/03/2023	2,752.00
50605 - Bauer Built, INC	17 - tires for stock	03/03/2023	4,404.20
4693 - Monroe County Tire & Supply, INC	17 - tires and tire supplies	03/03/2023	687.32
4693 - Monroe County Tire & Supply, INC	17 - tires and tire supplies	03/03/2023	1,336.40
	Account <b>52230 - Garage and Motor Supplies</b> Totals	Invoice 5	\$11,782.78
Account 52240 - Fuel and Oil		Transactions	
7854 - Premier AG CO-OP, INC (Premier Energy)	17 - diesel fuel (7,363 gallons)-2/8/23	BC 2022-109 D 03/03/2023	27,528.05
	Account 52240 - Fuel and Oil Totals		\$27,528.05
Account <b>52320 - Motor Vehicle Repair</b>		Transactions	
244 - Bloomington Ford, INC	17 -(2) relay	03/03/2023	27.50
244 - Bloomington Ford, INC	17 - 199H OSLSS PM service	03/03/2023	25.17
244 - Bloomington Ford, INC	17 - #207 OSLSS PM services	03/03/2023	27.57
244 - Bloomington Ford, INC	17 - credit for bill wrong amount for Oil.	03/03/2023	(55.76)
244 - Bloomington Ford, INC	Motorcraft SAE OW 17 - @217 OSLSS pm service	03/03/2023	32.33
244 - Bloomington Ford, INC	17 - RTDKey Key	03/03/2023	65.00
244 - Bloomington Ford, INC	17 - @1215 OSL check engine light	03/03/2023	81.33
244 - Bloomington Ford, INC	17 - ford catalytic converter	03/03/2023	500.00
244 - Bloomington Ford, INC	17 - Seal	03/03/2023	567.25
244 - Bloomington Ford, INC	17- #806 OSLSS pm service and other	03/03/2023	287.22
941 - Central Indiana Truck Equipment Corporation	repairs 17 - 1" check valves (2)	03/03/2023	379.74
594 - Curry Auto Center, INC	17 - credit for valve returned from inv# 5105778	03/03/2023	(100.00)



			03/03/23
594 - Curry Auto Center, INC	17 - #575 OSL sheet metal repair	03/03/2023	683.85
594 - Curry Auto Center, INC	17 - #875 OSL check engine light	03/03/2023	545.04
455 - Industrial Service & Supply, INC	17 - adapter union	03/03/2023	4.41
455 - Industrial Service & Supply, INC	17 - Hyd Adapter	03/03/2023	7.72
796 - Interstate Battery System of Bloomington, INC	17 - 2 SRM-24 batteries for City vehicles	03/03/2023	191.26
796 - Interstate Battery System of Bloomington, INC	17 - various batteries for City vehicles	03/03/2023	528.53
4693 - Monroe County Tire & Supply, INC	17- tires for #819 & stock	03/03/2023	311.90
53385 - O'Reilly Automotive Stores, INC	17 - various parts-manifold set	03/03/2023	10.61
53385 - O'Reilly Automotive Stores, INC	17 - spark plug & cop boot	03/03/2023	56.28
53385 - O'Reilly Automotive Stores, INC	17 - credit for returned parts-cop coil,	03/03/2023	(99.95)
53385 - O'Reilly Automotive Stores, INC	micro-v belt 17 - new CV shaft	03/03/2023	106.29
53385 - O'Reilly Automotive Stores, INC	17 - 14.1 OZ Grease & Freight	03/03/2023	158.54
53385 - O'Reilly Automotive Stores, INC	17 - hub assembly	03/03/2023	275.50
53385 - O'Reilly Automotive Stores, INC	17-Brake Rotor (2) & OEx Brk Pads (2)	03/03/2023	450.16
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - various parts and shop supplies for	03/03/2023	7,614.98
337 - Stansifer Radio Co, INC	January 17-R5511D20-12F NTE	03/03/2023	91.88
582 - Town & Country Chrysler Dodge Jeep, INC	17-latch hot and cable hood latch	03/03/2023	223.00
582 - Town & Country Chrysler Dodge Jeep, INC	17-Seal Slim Line	03/03/2023	123.30
582 - Town & Country Chrysler Dodge Jeep, INC	17- work preformed at chrysler - 2019	03/03/2023	974.68
622 - Truck Country of Indiana, INC (Stoops Freightliner	Dodge Charger 17-Isolator-radiator, nut-hex, washer-	03/03/2023	64.94
622 - Truck Country of Indiana, INC (Stoops Freightliner	harden 17-Pin-Radiator, retainer clip	03/03/2023	76.52
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-Tube, hose core/tank	03/03/2023	126.62



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			03/03/23
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-Hoses	03/03/2023	157.27
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-tube assy, core/take and hose	03/03/2023	3,431.78
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17-Cabin Filter	03/03/2023	24.20
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17-Cabin Filter	03/03/2023	72.60
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17-Coil Asy, sparkplug	03/03/2023	539.68
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17-brake kit, brake pad, oil filter, titanium	03/03/2023	777.46
	brake rotor Account <b>52320 - Motor Vehicle Repair</b> Totals	Invoice 40	\$19,366.40
Account 52420 - Other Supplies		Transactions	
409 - Black Lumber Co. INC	17 - 2x6 10 Construction lumber for shop	03/03/2023	9.49
4918 - HELM, INC	17 - Ford IDS software-1 year-expires	03/03/2023	800.00
177 - Indiana Oxygen Company, INC	2/3/24 17 - Propane refill in cylinder	03/03/2023	252.45
177 - Indiana Oxygen Company, INC	17 - gases for torch and welding	03/03/2023	252.85
177 - Indiana Oxygen Company, INC	equipment 17 - gases for torch and welding	03/03/2023	289.23
394 - Kleindorfer Hardware & Variety	equipment 17 - misc hardware	03/03/2023	4.80
394 - Kleindorfer Hardware & Variety	17 - misc hardware	03/03/2023	22.08
394 - Kleindorfer Hardware & Variety	17 - misc hardware-broom, light bulbs,	03/03/2023	171.65
394 - Kleindorfer Hardware & Variety	spray paint 17 - misc hardware	03/03/2023	70.59
8181 - Lawson Products, INC	17 - shop supplies and DNI parts	03/03/2023	1,346.89
6216 - Terminal Supply, INC	17 - shop supplies drill bits, fuses, battery	03/03/2023	51.69
6216 - Terminal Supply, INC	terminals and etc 17 - shop supplies drill bits, fuses, battery	03/03/2023	128.59
	terminals and etc Account <b>52420 - Other Supplies</b> Totals	Invoice 12 Transactions	\$3,400.31

Account 53130 - Medical



231 - IU Health OCC Health Services	17-J. Smith-DS DOT 5 Panel E Screen- 1/13/23	03/03/202	3 50.00
	Account <b>53130 - Medical</b> Totals		\$50.00
Account 53610 - Building Repairs		Transactions	
321 - Harrell Fish, INC (HFI)	17- SA- Backflow Testing -1/30/23	BC 2022-116 03/03/202	3 375.00
392 - Koorsen Fire & Security, INC	, 3	BC 2022-092 03/03/202	3 91.27
392 - Koorsen Fire & Security, INC	4.30.23 17-SA Fire Alarm System Installation Fleet	BC 2022-092 03/03/202	3 5,161.78
	Account 53610 - Building Repairs Totals		\$5,628.05
Account <b>53620 - Motor Repairs</b>		Transactions	
4336 - American Eagle Auto Glass of Terre Haute, INC	17 - #765 windshield replacement	03/03/202	3 250.00
244 - Bloomington Ford, INC	17 - 199H OSLSS PM service	03/03/202	3 28.00
244 - Bloomington Ford, INC	17 - #207 OSLSS PM services	03/03/202	3 28.00
244 - Bloomington Ford, INC	17 - @217 OSLSS pm service	03/03/202	3 28.00
244 - Bloomington Ford, INC	17 - @1215 OSL check engine light	03/03/202	3 87.50
244 - Bloomington Ford, INC	17- #806 OSLSS pm service and other	03/03/202	3 810.24
594 - Curry Auto Center, INC	repairs 17 - #575 OSL sheet metal repair	03/03/202	3 145.50
594 - Curry Auto Center, INC	17 - #875 OSL check engine light	7 - #875 OSL check engine light 03/03/2023	
4474 - Ken's Westside Service & Towing, LLC	17 - tire service for Unit #134-2/4/23	03/03/202	3 50.00
4474 - Ken's Westside Service & Towing, LLC	17 - tow Unit #829-2/16/23	03/03/202	3 75.00
	Account <b>53620 - Motor Repairs</b> Totals		\$2,817.19
Account 53650 - Other Repairs		Transactions	
298 - Commercial Service Of Bloomington, INC	17 - air compressor repair-12/19/22	03/03/202	3 245.00
321 - Harrell Fish, INC (HFI)	17 - repairs to car wash (replaced broken pipes)	03/03/202	3 570.00



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	Account <b>53650 - Other Repairs</b> Totals	Invoice 2 Transactions	\$815.00
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC	17- towel and Mat rentals - 1/18/2023	03/03/2023	77.36
19171 - Aramark Uniform & Career Apparel Group, INC	17 - mat and towel rentals - 2/1/2023	03/03/2023	77.36
19171 - Aramark Uniform & Career Apparel Group, INC	17-city portion of uniform rentals - 2/1/2023	03/03/2023	16.47
19171 - Aramark Uniform & Career Apparel Group, INC	17 - mat and towel rentals - 2/8/2023	03/03/2023	77.36
19171 - Aramark Uniform & Career Apparel Group, INC	17 - city portion of uniform rentals - 2/8/2023	03/03/2023	16.47
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals		Invoice 5	\$265.02
	Program <b>170000 - Main</b> Totals	Transactions Invoice 81	\$71,731.45
	Department 17 - Fleet Maintenance Totals	Transactions Invoice 81	\$71,731.45
	Fund <b>802 - Fleet Maintenance(S9500)</b> Totals	Transactions Invoice 81	\$71,731.45
Fund 804 - Insurance Voluntary Trust		Transactions	
Department 12 - Human Resources			
Program <b>120000 - Main</b>			
Account 53990.1271 - Other Services and Charges Section 125 - U	RM- City		
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/20/2023	213.20
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/20/2023	491.20
17785 - The Howard E. Nyhart Company, INC	12-City URM	02/21/2023	35.42
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/22/2023	261.70
17785 - The Howard E. Nyhart Company, INC	12-City URM	02/23/2023	82.50
Account 53990.1271 - Other Services	and Charges Section 125 - URM- City Totals	Invoice 5 Transactions	\$1,084.02

Account 53990.1272 - Other Services and Charges Section 125 - DDC- City



17785 - The Howard E. Nyhart Company, INC	12-CityDDC	02/21/2023	560.80
Account <b>53990.1272 - Other S</b>	ervices and Charges Section 125 - DDC- City Totals	Invoice 1	\$560.80
Account 53990.1281 - Other Services and Charges Section 1	.25 - URM- Util	Transactions	
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/20/2023	60.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/20/2023	37.70
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/22/2023	15.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	02/23/2023	25.00
Account <b>53990.1281 - Other S</b>	ervices and Charges Section 125 - URM- Util Totals	Invoice 4	\$137.70
Account 53990.1283 - Other Services and Charges Health Sa	Transactions		
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA Employee Contribution 2-	02/23/2023	23,646.82
24-2023 Account <b>53990.1283 - Other Services and Charges Health Savings Account</b> Totals		Invoice 1	\$23,646.82
		Transactions	
	Program <b>120000 - Main</b> Totals	Invoice 11 Transactions	\$25,429.34
	Department 12 - Human Resources Totals	Invoice 11	\$25,429.34
	Fund 904 Transported Valuations Trust Table	Transactions	¢2E 420 24
	Fund <b>804 - Insurance Voluntary Trust</b> Totals	Invoice 11 Transactions	\$25,429.34
Fund 978 - City 2016 GO Bond Proceeds			
Department 06 - Controller's Office			
Program 06016G - 2016 G Sanitation Carts			
Account 54510 - Other Capital Outlays			
5697 - Cascade Engineering, INC	16-replacement large Sanitation totes &	03/03/2023	7,187.50
5697 - Cascade Engineering, INC	16-64 gallon replacement lids for	03/03/2023	15,225.00
	trash,recycle & yardwaste Account <b>54510 - Other Capital Outlays</b> Totals	Invoice 2	\$22,412.50
	Program <b>06016G - 2016 G Sanitation Carts</b> Totals	Transactions Invoice 2 Transactions	\$22,412.50



Invoice Date Range 02/18/23 - 03/03/23

Department **06 - Controller's Office** Totals

Fund **978 - City 2016 GO Bond Proceeds** Totals

**Grand Totals** 

Invoice 2
Transactions
Invoice 2
Transactions
Invoice 291
Transactions

\$22,412.50 \$22,412.50

\$969,408.61

# REGISTER OF CLAIMS Board of Public Works Claim Register

Bank

Date:	Type of Claim	FUND	Description	Transfer	Amount
03/03/23	Claims				\$969,408.61
		ALLOWANCE (	OF CLAIMS		\$969,408.61
We have examined the claims li claims, and except for the claims total amount of  Dated this28th day of			_	ne	
Kyla Cox Deckard, President	_	Elizabeth Karo	n, Vice President	Jennifer Lloyd, S	Secretary
I herby certify that each of the a accordance with IC 5-11-10-1.6.		(s) is (are) true and o	correct and I have audited	same in	
		Fiscal Office		<del> </del>	