

Board of Public Works Meeting

March 14, 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
March 14, 2023

A Regular Meeting of the Board of Public Work will be held Tuesday, March 14, 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: 880 2743 1271 Passcode: 924833

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

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

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS AND REMONSTRANCES

III. TITLE VI ENFORCEMENT

1. Abatement at 530 S. Washington

IV. CONSENT AGENDA

1. Approval of Minutes February 28, 2023
2. Resolution 2023-12; Request from Six Ways Market for a Pop-Up Supermarket
3. Approval of Payroll

V. NEW BUSINESS

1. Resolution 2023-11; Request from Turning Point USA at Indiana University to paint an “All Lives Matter” Street Mural
2. Resolution 2023-13; Request from Constellation Stage & Screen for the 2023 Arts Fair on the Square
3. Amendment #4 to LPA-Consulting Contract with Lochmueller Group for the 17th Street (Monroe to Grant) Multimodal Improvements Project
4. Request from F.A. Wilhelm for lane and sidewalk closures on S. Strong Drive
5. Request from Duke Energy for Lane Closures for the Reliability Project Phase II Tree Clearing
6. Right-of-Way Use Request from CoreBuilt Contracting for Placement of Dumpster at 210 E. Kirkwood
7. Request from AEG for Lane and Sidewalk Closures
8. Addendum #2 to Preliminary Engineering Contract with Shrewsberry for BHRU Infrastructure & Site Engineering Phase I East Project
9. Award Contract to Milestone Contractors, LP for the Winslow Road (Walnut to Allendale) Resurfacing Project
10. Contract with PEI Maintenance for Installation of Diesel Exhaust Fluid (DEF) Tank
11. Contract with CE Hughes Milling dba The Airmarking Company for Pavement Marking Services
12. Contract with Cargill, Inc. for Delcing Salt
13. Change Order #1 to Contract with Ann-Kriss, LLC. For Upgrades and Repairs to Fire Station #4

VI. STAFF REPORTS & OTHER BUSINESS

VII. APPROVAL OF CLAIMS

VIII. ADJOURNMENT

Staff Report

To: Board of Public Works

From: Christopher J. Wheeler, Assistant City Attorney

Date: March 13, 2023

Re: Request to Abate property at 530 S. Washington St., Bloomington, IN

Attachments:

1. Notice(s) of Violation Issued on 8/11/2022, 8/25/2022, 9/7/2022, 10/7/2022.
2. Photograph(s) of the property
3. GIS Property Report Card
4. Order for Abatement (proposed)

Facts:

1. BMC § 6.06.020 makes it unlawful “for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.”
2. Bloomington Municipal Code § 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
3. On 8/11/2022, 8/25/2022, 9/7/2022, 10/7/2022, a HAND Neighborhood Compliance Officer inspected the property located at 530 S. Washington St., Bloomington, IN 47401, (Hereinafter the “Property”) and issued Notices of Violation for deposit of garbage in violation of BMC § 6.06.020 and excessive growth in violation of BMC § 6.06.050 (Hereinafter the “NOV”).
4. The NOV were issued to Joseph Davis (Hereinafter the “Owner”) the owner of the Property which is in violation of BMC § 6.06.020 because of the impermissible presence of garbage, recyclable materials, yard waste and excessive overgrowth on the Property.
5. The violations for excessive growth were corrected.
6. The violations for garbage, recyclable materials and yard waste have not been corrected and the NOV were unsuccessfully appealed.
7. The NOV were properly issued to the Owner in accordance with BMC § 6.06.070(b).
8. The Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC § 6.06.080(b).
9. The abatement order should be continuous.

Status of the Property and Reason for Abatement:

The Property remains out of compliance. Garbage, recyclable material and yard waste remains thrown, placed and scattered on the property. The property needs to be abated to eliminate the violation and public nuisance.

Staff Recommendation:

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



**City of Bloomington
Housing and Neighborhood Development**

NOTICE OF REQUEST FOR ABATEMENT

To: Joseph Bradley Davis (“Property Owner”)

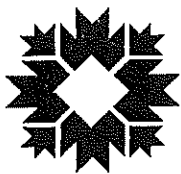
The City of Bloomington Housing and Neighborhood Development (“HAND”) Department has requested that the Board of Public Works issue an order to abate the ordinance violation(s) noted on the attached ticket(s) at the property located at **530 S Washington St**, Bloomington 47401, under parcel number **53-08-04-214-018.000-009** and whose legal description is **015-13650-00 Bowles Lot 10** (Hereinafter the “Property”).

If the Board of Public Works grants HAND’s request, then HAND or its third party contractor will enter into and onto the Property and abate the violation(s). The Property Owner shall be responsible for reimbursing the City for the abatement and all associated costs. If the Property Owner fails to reimburse the city for any and all costs associated with an abatement of his property, said costs shall be filed with the county auditor and placed on the tax duplicate for the property at issue; said costs being collected as taxes are collected.

If you do not immediately remedy the ongoing ordinance violations on your property, HAND will seek authorization for abatement of said violation(s) at the Board of Public Works meeting to be held at **5:30 P.M. Tuesday March 14, 2023 via ZOOM meetings and in person in the Council Chamber of City Hall, 401 N. Morton Street, Bloomington, Indiana 47404**. You must contact the Office of Public Works at **812-349-3410** or email at **public.works@bloomington.in.gov** for further information.

The Property Owner is entitled to present arguments and evidence in defense of this request for abatement.

Fines are not appealed at this meeting



Notice of Violation

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

Date 8/11/22 Time 4pm Address/location 530 S. Washington St 47401

Issued by: 207

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

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

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

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

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 51715

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

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

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 51716

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

Comments: Properly dispose of all garbage and putrescent materials on property. Eradicate all Japanese knot weed and poison ivy from property.

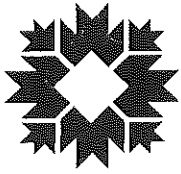
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address listed above. Please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

Owner Name Joseph Davis
 Address 530 S. Washington St
 City Bloomington State IN
 Zip Code 47401

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

BPW: _____

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



Notice of Violation

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

Date 8/25/22 Time 3:45 Address/location 530 S. Washington

Issued by: _____

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

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

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

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

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

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

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

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

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

Comments: Verbal warning issued. No progress.
Return 9/1/22 to check progress. Photos taken
and shared with Mike Arnold / JZ / JH

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

Owner Name _____
Address _____
City _____ State _____
Zip Code _____

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

BPW: _____

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



Notice of Violation

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

Date 9/7/22 Time 1035 Address/location 530 S. Washington St 47401

Issued by: 707

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

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

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

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

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 52045

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

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

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 52046

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

Comments: _____

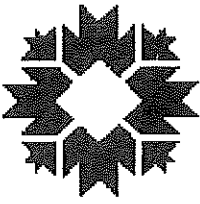
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please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

Owner Name Joseph Davis
 Address 530 S. Washington St
 City Bloomington State IN
 Zip Code 47401

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

BPW: _____

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



Notice of Violation

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

Date 10/7/22 Time 1:45 Address/location 530 S. Washington St 47401

Issued by: 207

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

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

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

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

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 62022-10-0085

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

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

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

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

Comments: _____

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

Owner Name Joseph Davis
 Address 530 S. Washington St
 City Bloomington State IN
 Zip Code 47401

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

BPW: _____

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

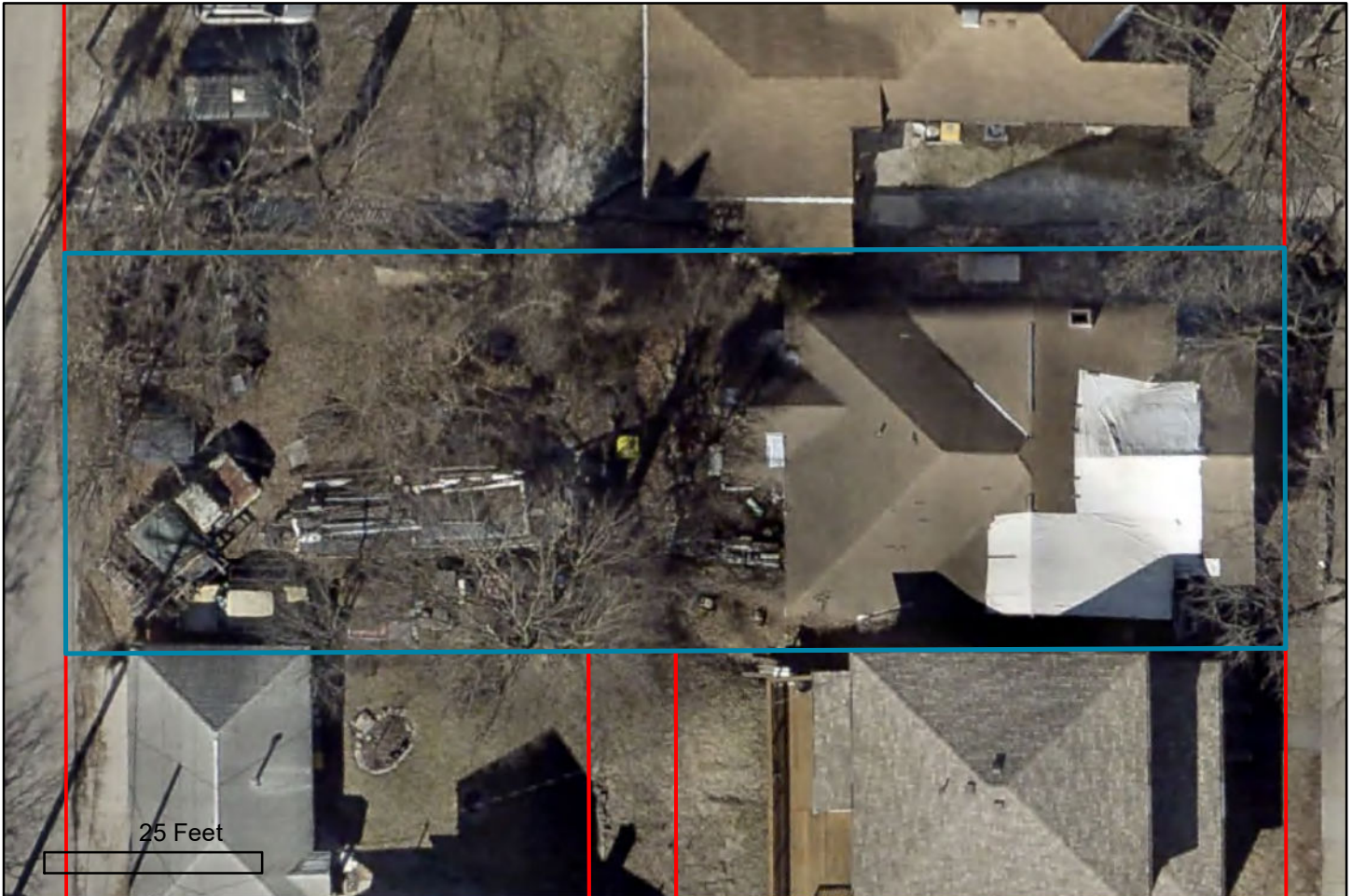


SMILE



Monroe County, IN

530 S Washington ST, Bloomington, IN 47401-4638
53-08-04-214-018.000-009



Parcel Information

Parcel Number: 53-08-04-214-018.000-009
Alt Parcel Number: 015-13650-00
Property Address: 530 S Washington ST
Bloomington, IN 47401-4638
Neighborhood: 151 Trending 2006 - A
Property Class: 2 Family Dwell - Platted Lot
Owner Name: Davis, Joseph Bradley
Owner Address: 530 S Washington St
Bloomington, IN 47401
Legal Description: 015-13650-00 Bowles Lot 10

Taxing District

Township: PERRY TOWNSHIP
Corporation: MONROE COUNTY COMMUNITY

Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
9	0.148	

City of Bloomington’s Board of Public Works
Order Of Abatement for NOV
(deposit of garbage, recyclable material and yard waste)

This matter is before the Board of Public Works for Abatement of Notice of Violations issued on 8/11/2022, 8/25/2022, 9/7/2022, 10/7/2022 (Hereinafter the “NOV”). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, March 14, 2022.

The Board of Public Works now finds as follows:

1. Joseph Davis (Hereinafter the “Owner”) owns the real estate located at 530 S. Washington St., Bloomington, IN 47401, under parcel number 53-08-04-214-018.000-009 and whose legal description is 015-13650-00 Bowles Lot 10 (Hereinafter the “Property”)
2. On 8/11/2022, 8/25/2022, 9/7/2022, 10/7/2022, City of Bloomington Neighborhood Compliance Officer Rob Council issued NOV after personally observing garbage, recyclable materials and yard waste deposited on the Property in violation of BMC § 6.06.020 and excessive growth in violation of BMC § 6.06.050.
3. The NOV were properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV were unsuccessfully appealed.
5. The violations for garbage, recyclable materials and yard waste cited in the NOV were not remedied. The violations for excessive growth were remedied.
6. Notice of the City’s request to abate the Property was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

1. The City, via either its employees or a third-party private contractor hired by the City, is authorized to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, the City, via either its employees or a third-party contractor hired by the City, is authorized to enter into and onto the Property and to remove from the Property any and all garbage, recyclable materials and yard waste as those terms are defined in Chapter 6.06 of the City of Bloomington Municipal Code.
2. The City shall bill the Owner for all associated costs of abatement. The Owner shall remit payment in full no later than ten days from receipt of the bill.
3. If the Owner fails to comply with paragraph 2 above, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for the Property.
4. **CONTINUOUS ABATEMENT:** In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, this Order of Abatement is a **CONTINUOUS**

ORDER OF ABATEMENT. The City is hereby authorized to abate any further ordinance violations of Chapter 6.06 of the City of Bloomington Municipal Code at this Property concerning deposit of garbage, recyclables and yard waste without notice or a hearing in front of this Board while this Order remains in effect.

5. **THIS ABATEMENT ORDER SHALL CONTINUE FOR TWELVE MONTHS AND EXPIRES ON THE 14th DAY OF MARCH, 2024.**
6. Public Works shall notify the Owner of this Order and HAND shall post this Order on the Property at the time of abatement.
7. RIGHT TO APPEAL: All appeals from the Board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

So Ordered this 14th Day of March, 2024.

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

COPY

To: City of Bloomington

From: Joseph Bradley Davis

Legal Department

RECEIVED

530 S. Washington St.

401 N. Morton St., Suite 220

MAR 06 2023

Bloomington, IN 47401

P.O. Box 100

*City of Bloomington
Legal Department
Bloomington, Indiana*

812-525-9706

Bloomington, IN 47402

balebuilder@gmail.com

Tort Claim for Damages with the City of Bloomington

My name is Joseph Bradley Davis. I am the owner/occupier of 530 S. Washington St., Bloomington IN 47401, under parcel number 53-08-214-018.000-009 and whose legal description is 015-13650-00 Bowles Lot 10 (hereinafter the "property"). I am filing on this day, **3-6-23**, a Tort Claim against the City of Bloomington, Department of Housing and Neighborhood Development (HAND), Department of Public Works, Board of Public Works (BPW), et al. for damages, and the right to maintain my building materials, and tools, on hand, in my continuing repair, and improvement, of my Homestead property.

Despite many attempts to clarify and understand an erroneous classification of my building materials, and tools, as garbage, I was fined on 9-7 and 10-7-2022. Both fine dates were appealed before the Board of Public Works without success. I was also notified on 3-1-2023 of a Request for Abatement that will go before the BPW on 3-14-2023.

According to BMC 6.06.010 'garbage' is defined as putrescible animal and vegetable wastes, resulting from handling, preparation, cooking and consumption of food; refuse; and rubbish. There is no definition in the Bloomington Municipal Code for 'construction materials', or 'construction tools'.

I have been damaged already with \$150 dollars in fines and face a subsequent abatement of my building materials, and tools, because the City of Bloomington has refused to correctly classify my said possessions as what they truly are, items typical to an active building site, which I am lawfully able to possess.

On 4-1-2022, I obtained an electrical building permit for the installation of a backyard renewable energy solar system. On 2-10-2023 I received a Certificate of Zoning Compliance (CZC) from the Planning & Transportation Department of the City. Further, under Indiana State Law Code 36-7-8-3(d) (The Indiana Log Cabin Rule) establishes the right to repair, and improve, one's homestead. It is obvious that said repairs, and improvements are only reasonably able to be performed if the materials, and tools, are at hand. I am being treated in a different, and biased way than other construction projects and sites, be it residential, or commercial.



Notice of Violation

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

Date 8/11/22 Time 4pm Address/location 530 S. Washington St 47401

Issued by: ZWF

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

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

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

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

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 51715

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

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

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 51716

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

Comments: Properly dispose of all garbage and putrescent materials on property. Eradicate all Japanese knot weed and poison ivy from property.

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

Owner Name Joseph Davis
 Address 530 S. Washington St
 City Bloomington State IN
 Zip Code 47401

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

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MAR 06 2023
City of Bloomington
Legal Department
Bloomington, Indiana

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



Notice of Violation

CITATION APPEAL
812-349-3410

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

Date 10/7/22 Time 1:45 Address/location 530 S. Washington St 47401

Issued by: 207

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

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

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

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

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 62022-10-0085

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

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

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

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

Comments: _____

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

Owner Name Joseph Davis
 Address 530 S. Washington St
 City Bloomington State IN
 Zip Code 47401

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

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 MAR 06 2023
 City of Bloomington
 Legal Department
 Bloomington, Indiana

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



City of Bloomington
Housing and Neighborhood Development

NOTICE OF REQUEST FOR ABATEMENT

To: Joseph Bradley Davis ("Property Owner")

The City of Bloomington Housing and Neighborhood Development ("HAND") Department has requested that the Board of Public Works issue an order to abate the ordinance violation(s) noted on the attached ticket(s) at the property located at **530 S Washington St**, Bloomington 47401, under parcel number **53-08-04-214-018.000-009** and whose legal description is **015-13650-00 Bowles Lot 10** (Hereinafter the "Property").

If the Board of Public Works grants HAND's request, then HAND or its third party contractor will enter into and onto the Property and abate the violation(s). The Property Owner shall be responsible for reimbursing the City for the abatement and all associated costs. If the Property Owner fails to reimburse the city for any and all costs associated with an abatement of his property, said costs shall be filed with the county auditor and placed on the tax duplicate for the property at issue; said costs being collected as taxes are collected.

If you do not immediately remedy the ongoing ordinance violations on your property, HAND will seek authorization for abatement of said violation(s) at the Board of Public Works meeting to be held at **5:30 P.M. Tuesday March 14, 2023 via ZOOM meetings and in person in the Council Chamber of City Hall, 401 N. Morton Street, Bloomington, Indiana 47404**. You must contact the Office of Public Works at **812-349-3410** or email at **public.works@bloomington.in.gov** for further information.

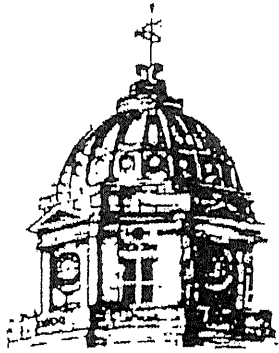
The Property Owner is entitled to present arguments and evidence in defense of this request for abatement.

Fines are not appealed at this meeting

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*City of Bloomington
Legal Department
Bloomington, Indiana*



Monroe County Building Department
(812) 349-2580

Public Notice of
Electrical Permit
Permit #: R-22-342

Owner: DAVIS, JOSEPH BRADLEY
Applicant: Joe Davis
Location: 530 S Washington ST
Contractor:
Type of Work: Residential Electrical Permit
ISSUED ON: April 1, 2022
Permits expire 1 year from the date of issue.

Issued by Bobby LaRue, CBO
Monroe County / City of Bloomington
Building Commissioner

NOTICE:

This card is to be posted in a conspicuous place, visible from the public street and shall remain in place during the entire period of construction. Not having this Permit Notice posted is a violation of the Monroe County Building Ordinance and could result in a fine or assessment of re-inspection fees. Any changes in the scope of the work as submitted in the construction application and specifications must be approved by the Monroe County Building Department prior to the work being performed.

This is an e-permit. To learn more, scan this barcode or visit monroecountyin.viewpointcloud.com/#!/records/9663

City of Bloomington
Legal Department
Bloomington, Indiana

MAR 06 2023

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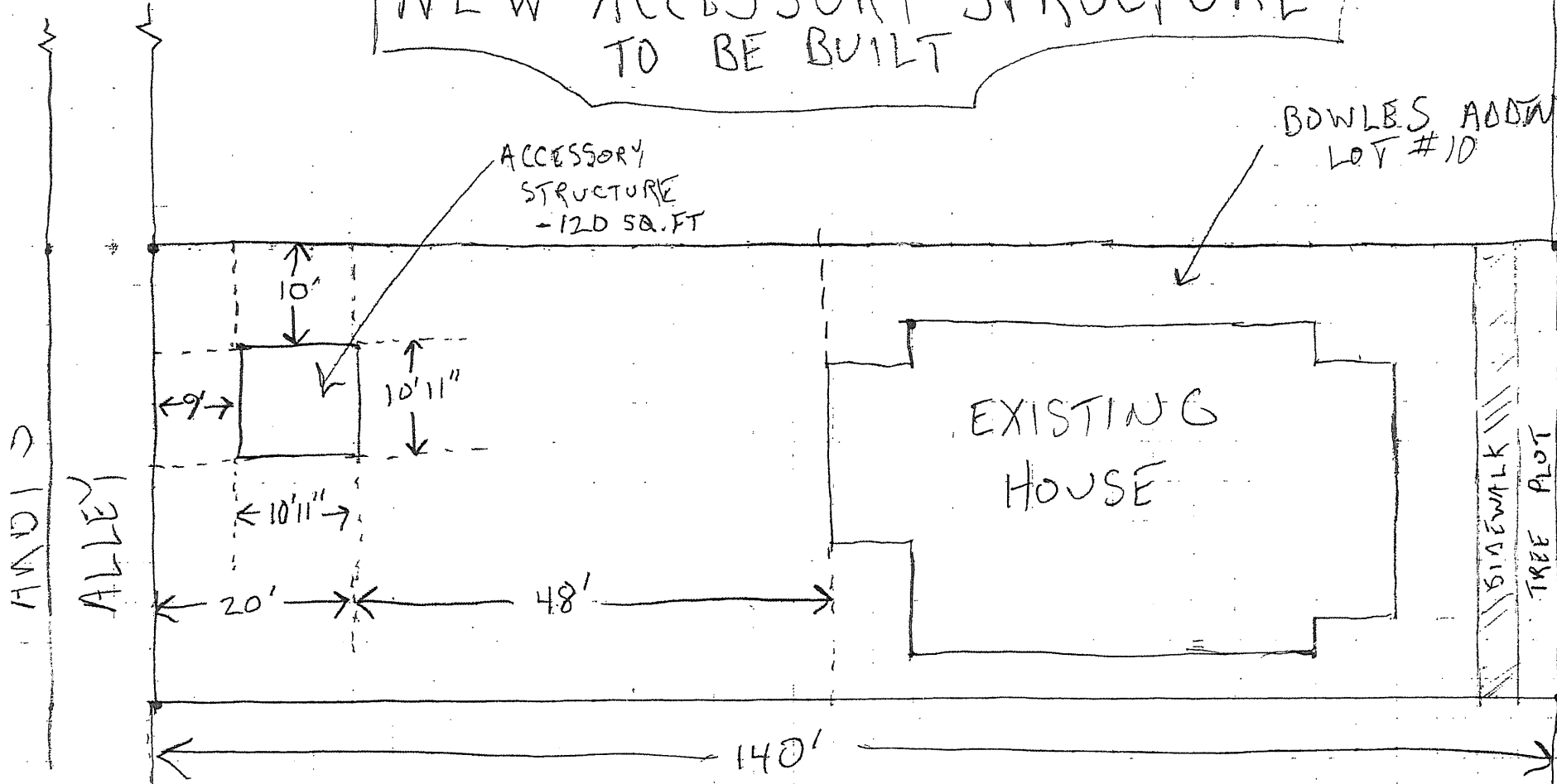
■ = 4' sq. ft

NEW ACCESSORY STRUCTURE
TO BE BUILT

BOWLES ADDN.
LOT #10

ACCESSORY
STRUCTURE
- 120 SQ. FT

EXISTING
HOUSE



JOSEPH B. DAVIS
 - OWNER/BUILDER
 530 S. WASHINGTON ST.
 BLOOMINGTON, TN 47401
 812-525-9706
 hale.builder@gmail.com

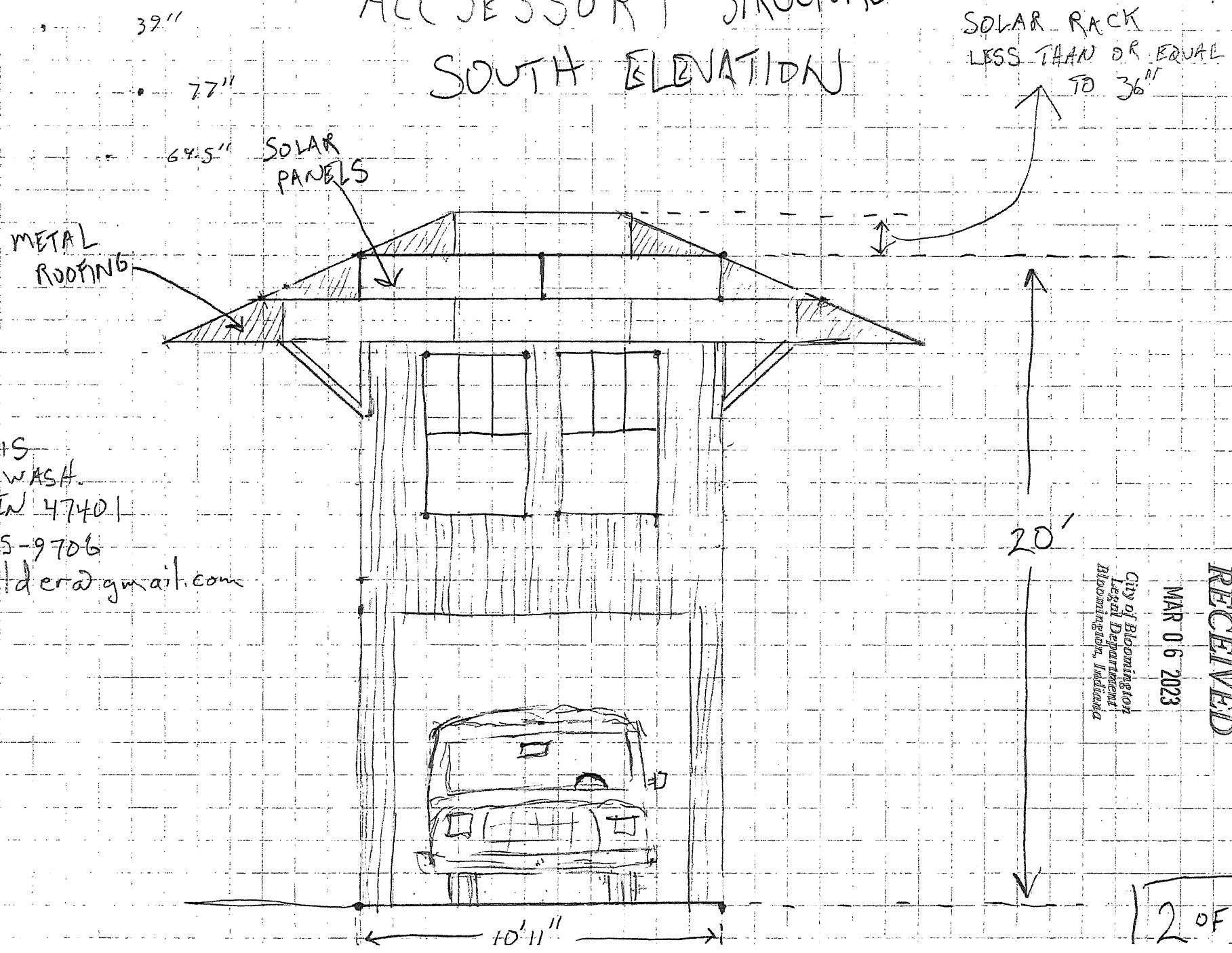
City of Bloomington
 Legal Department
 Bloomington, Indiana

MAR 06 2023

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1 OF 5

ACCESSORY STRUCTURE SOUTH ELEVATION



JOE DAVIS
530 S. WASH.
BLMFW, IN 47401
812-525-9706
balebuilder@gmail.com

City of Bloomington
Legal Department
Bloomington, Indiana

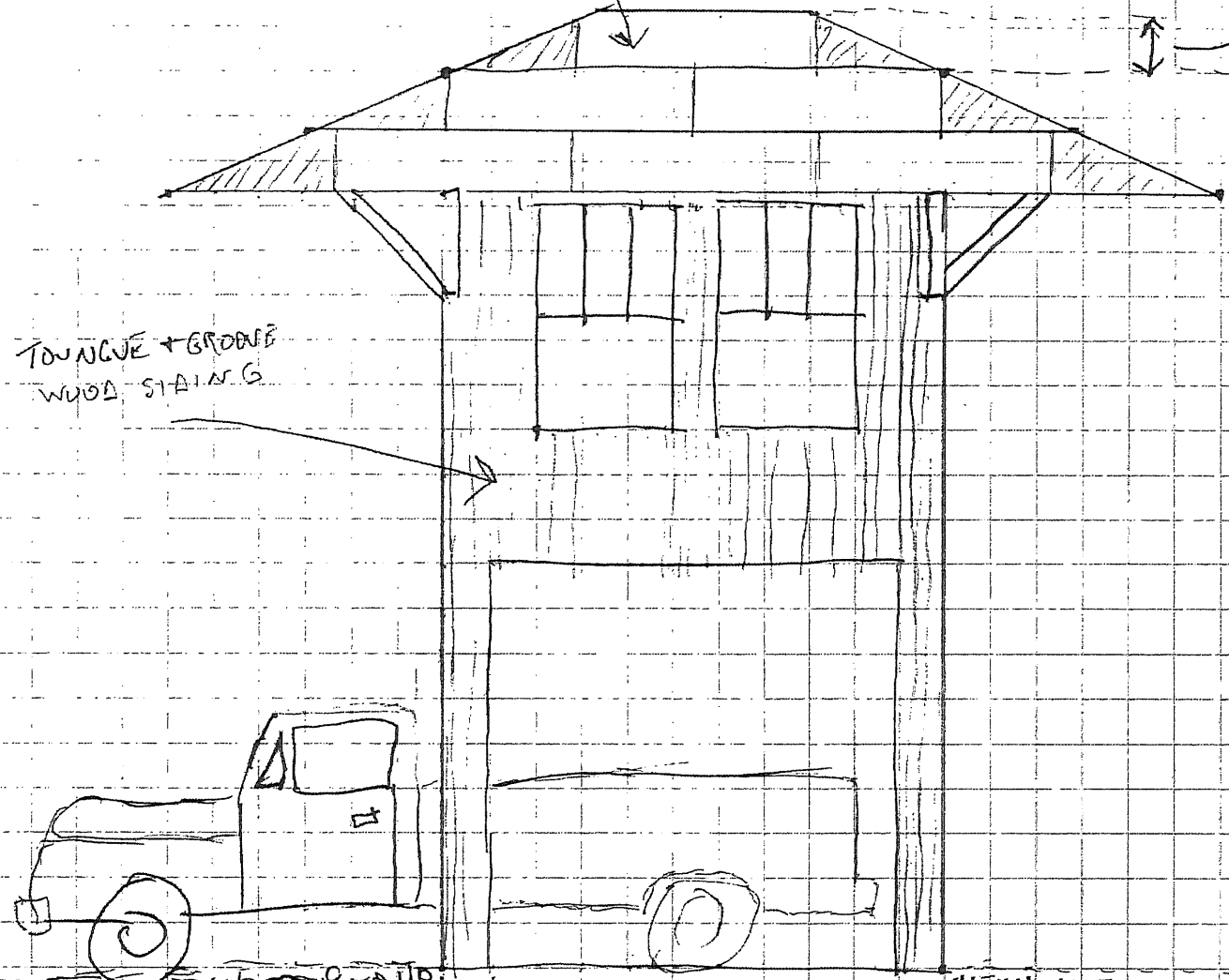
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MAR 06 2023

EAST
ELEVATION

SOLAR RACK
LESS THAN OR EQUAL
TO 36" IN HEIGHT

SOLAR
PANELS

TONGUE + GROOVE
WOOD STAINING



20'

10' 11"

City of Bloomington
Legal Department
Bloomington, Indiana

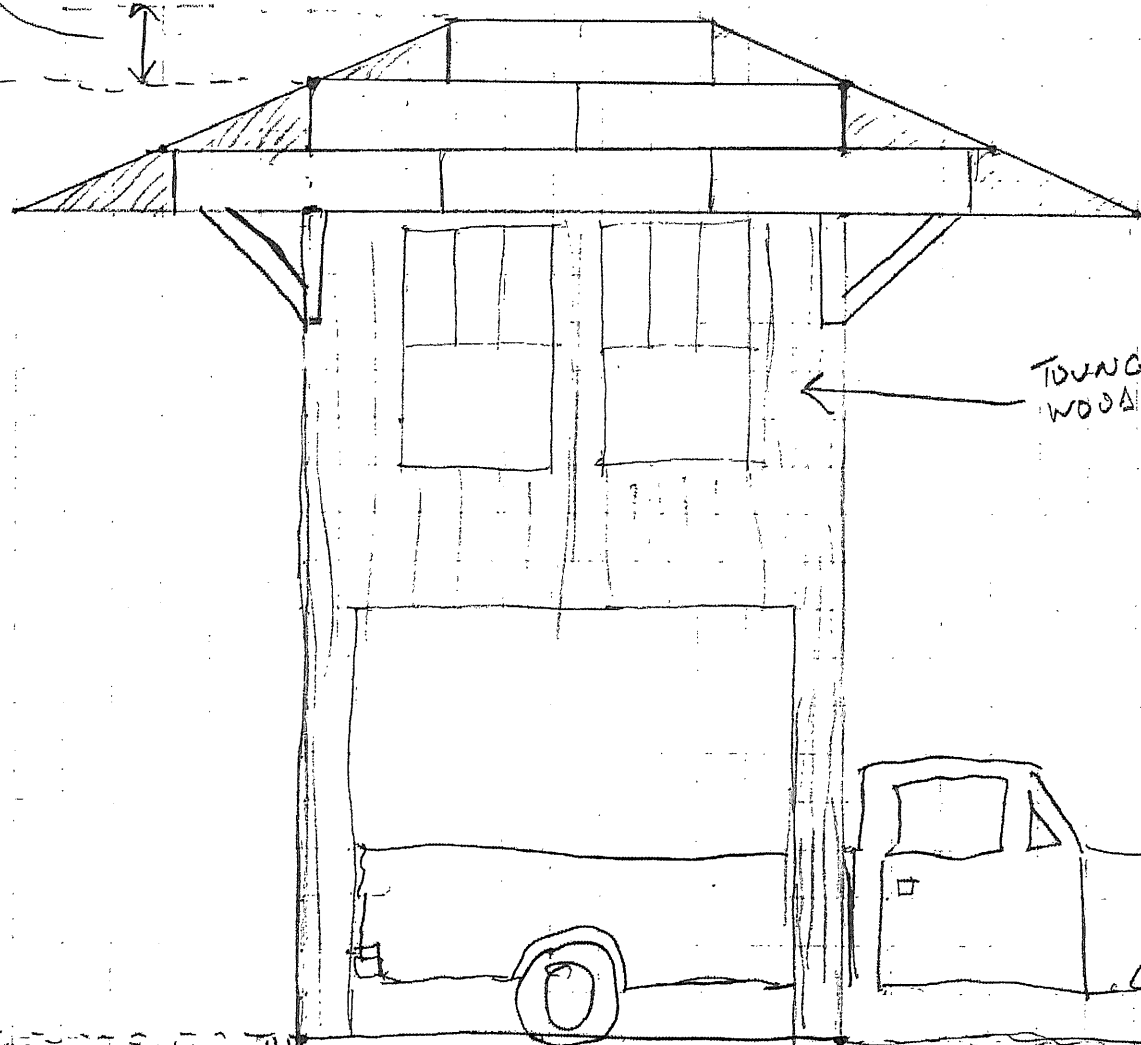
MAR 06 2023

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3 OF 5

SOLAR RACK
LESS THAN OR EQUAL
TO 36" IN HEIGHT

WEST
ELEVATION



20'

TONGUE + GROOVE
WOOD SIDING

10' 11"

City of Bloomington
Legal Department
Bloomington, Indiana

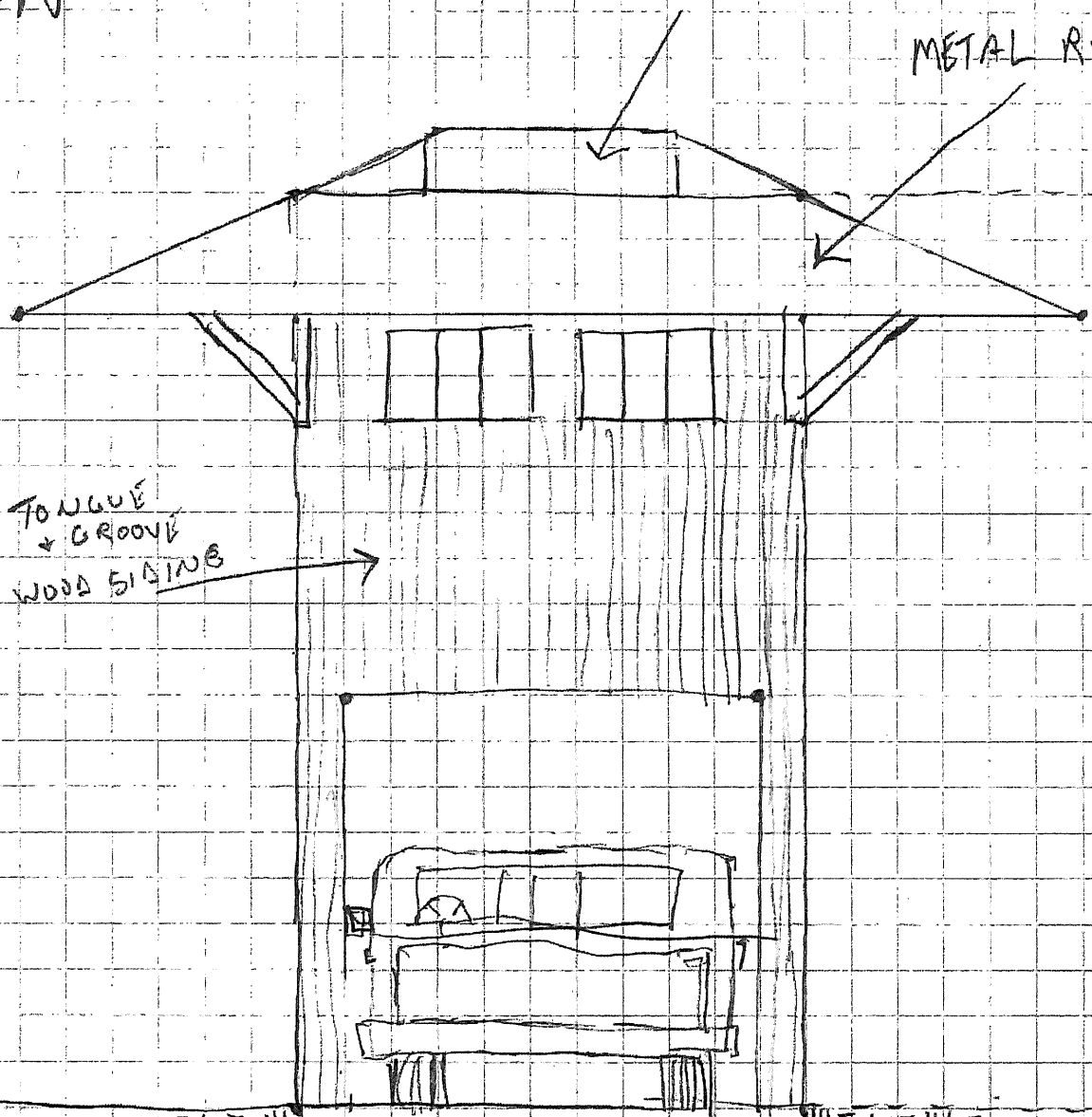
MAR 06 2023

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NORTH ELEVATION

SOLAR RACK
LESS THAN OR EQUAL
TO 36" IN HEIGHT

METAL ROOFING



TONGUE
& GROOVE
WOOD SIDING

20'

10' 11"

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Bloomington, Indiana

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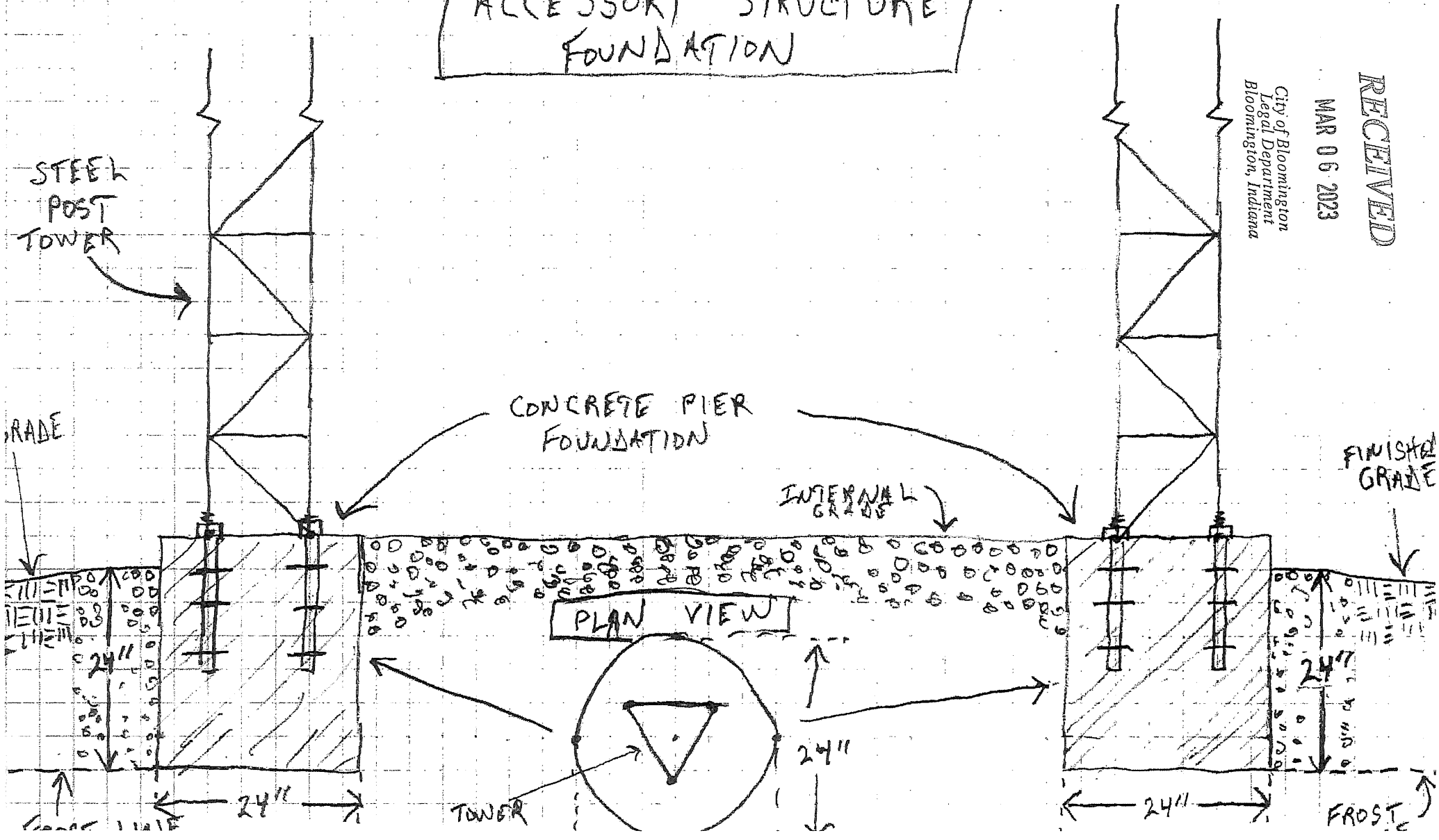
JOSEPH D. DAVIS
530 S. WASH ST.
BLOOMINGTON, IN 47401
812-525-9706
balebuilder@gmail.com

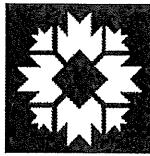
1 OF 1

 = 1 sq.ft.

ACCESSORY STRUCTURE
FOUNDATION

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MAR 06 2023
City of Bloomington
Legal Department
Bloomington, Indiana





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MAR 06 2023

**City of Bloomington
Planning and Transportation Department
Certificate of Zoning Compliance**

*City of Bloomington
Legal Department
Bloomington, Indiana*

Application #:	C23-053 / CZC-2023-0099	Property Address:	530 South Washington Street
Date Received:	2/3/2023	Date Issued:	2/10/2023
Zoning District:	R4	Proposed Use:	Dwelling, single-family (Detached) Accessory structure

The attached plans have been reviewed for compliance with applicable provisions of Title 20, Bloomington Unified Development Ordinance, and conformance with the terms of any approvals which have been granted under authority of the Ordinance. The Planning and Transportation Department finds the plans to be in compliance. The following terms and conditions apply:

- This permit authorizes the proposed Accessory Structure New Construction as shown on the Certificate of Zoning Compliance application only; no other construction is permitted.
- Occupancy of each dwelling unit is limited to not more than 3 unrelated adults, or as defined by the definition of "Family." [BMC 20.07.10 (Family)]
- This permit does not allow for work in a city right-of-way. An excavation permit is required for any work done within a public right-of-way. No structures or site features may encroach on drainage easement without prior permission from CBU
- Gutters and downspouts are required. [BMC 20.04.070(d)(3)(F)]
- Siding material must extend from roofline to within six (6) inches of finished grade. [BMC 20.04.070(d)(3)(C)]
- The exterior finish and façade of the detached garage must conform to "Development Standards & Incentives; Residential" in the Bloomington Unified Development Ordinance. [BMC 20.04.070(d)(3)]
- The accessory structure can be no taller than 20' as measured from the average finished grade surface of the structure exposed above the ground surface to the highest point of the roof. [BMC 20.02.020 (d)(2)(F) & 20.04.020(f)(1)(B)]
- The cumulative area of the footprints of all enclosed accessory structures in the R4 district shall not exceed: 400 square feet. [BMC 20.03.030(g)(1)(E)]
- No more than 2 accessory structures are permitted on a parcel. [BMC 20.03.030(g)(1)(E)]
- Any future construction activities must first receive a subsequent building permit.

This Certificate of Zoning Compliance pertains only to the attached plans and the specific use proposed, exactly as submitted and reviewed. This Certificate does not constitute the issuance of any additional required permits nor exempt the property from compliance with any requirements of other governmental entities.

Gabriel Holbrow, AICP
Zoning Planner
City of Bloomington
Planning and Transportation Department

Indiana Code 36-7-8-3. Establishment of building, heating, ventilating, electrical, plumbing and sanitation standards; ordinances

(a) The legislative body of a county having a county department of buildings or joint city-county building department may, by ordinance, adopt building, heating, ventilating, air conditioning, electrical, plumbing, and sanitation standards for unincorporated areas of the county. These standards take effect only on the legislative body's receipt of written approval from the fire prevention and building safety commission.

(b) An ordinance adopted under this section must be based on occupancy, and it applies to

(1) the construction, alteration, equipment, use, occupancy, location, and maintenance of buildings, structures, and appurtenances that are on land or over water and are:

(A) erected after the ordinance takes effect; and

(B) if expressly provided by the ordinance, existing when the ordinance takes effect;

(2) conversions of buildings and structures, or parts of them, from one occupancy classification to another; and

(3) the movement or demolition of buildings, structures, and equipment for the operation of buildings and structures.

(c) The rules of the fire prevention and building safety commission are the minimum standards upon which ordinances adopted under this section must be based.

(d) An ordinance adopted under this section does not apply to private homes that are built by individuals and used for their own occupancy. However, onsite sewage systems of a private home described in this subsection must comply with state laws and rules.

Notes of decision:

1. Mobile home owners did not build mobile homes in which they resided on their private property, and thus, did not come within statutory exception to building code requirements for private homes built by individuals and used for their own residence, absent any showing that owners performed any of construction work on homes. *Washington County Health Dept. v. White*, App.2007, 878 N.E.2d 224.
2. Term "private home," as used in statute exempting from building code requirements those "private homes" built by individuals and used for their own occupancy, is not limited to the physical structure used as a person's residence, but instead includes accessory structures which are located in proximity, incidental to and within the same site as the primary residence. *Noble County Bd. of Com'rs v. Fahlsing*, App.1999, 714 N.E.2d 1134.
3. Within ruling that person who completes substantial portion of construction of his own home is exempt from building code requirements, "substantial" is to be understood as meaning "of ample or considerable amount, quantity, or size," and it would be inconsistent with ordinary meaning of the term to construe "substantial portion" as referring to only half of the whole. *Robinson v. Monroe County*, App.1996, 663 N.E.2d 196.
4. When statutory exemption from building code requirements for persons building and residing in own homes operates to exempt individual from having to comply with building code requirements, any construction work performed by professional subcontractors or others paid by

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Legal Department
Bloomington, Indiana

owner is not subject to exemption and said work must be performed in compliance with all applicable building code requirements. *Robinson v. Monroe County*, App.1995, 658 N.E.2d 647

5. Homeowners who did all of framing and roofing, finish and cabinet work, electrical work and plumbing on their home and hired independent contractors for remaining work came within statutory exemption from building code requirements for persons building and residing in own homes. *Robinson v. Monroe County*, App.1995, 658 N.E.2d 647

6. Meaning of statutory exemption from building code requirements for persons building and residing in own homes is to be considered in light of its only conceivable purpose: to relieve persons lacking skills to build homes complying with building code specifications and money to pay others to do so from obligation to comply with building code regulations interfering with their ability to build own home and thus pursue American dream. *Robinson v. Monroe County*, App.1995, 658 N.E.2d 647.

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*City of Bloomington
Legal Department
Bloomington, Indiana*



NOTICE OF TORT CLAIM FOR PROPERTY DAMAGE AND/OR PERSONAL INJURY

State Form 54668 (R / 7-17)
Special Investigations Division

OFFICE OF ATTORNEY GENERAL
ATTN: Tort Claim Investigations
Government Center South, 5th floor
302 W. Washington Street
Indianapolis, IN 46204
Telephone: (317) 232-6350

INSTRUCTIONS: Anyone who has a claim for personal injury or property damage against the State of Indiana must either use this form to file a claim or make the claim in writing as prescribed in IC 34-13-3. Immunities are listed on the back of this form.

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City of Bloomington
Legal Department
Bloomington, Indiana

- If applicable**, include copies of accident/incident report, vehicle registration, paid receipts for repair or two (2) estimates for repair, medical reports, photographs and any additional documentation in reference to this matter. Each person who had a loss should file a separate form. Sign and date this form. State statute requires the claim be delivered in person or be sent via **Certified** or **Registered** mail to the address in the upper right corner above. Do not delay making your claim. Indiana law gives you two-hundred seventy (270) days after the loss to make a claim and it must comply with IC 34-13-3. Keep a copy of your claim form, receipts, bills and certified/registered mail receipt. If your claim is properly filed, the Office of the Attorney General will investigate it and will notify you in writing within ninety (90) days of receipt if your claim is approved. A claim is denied if not approved within ninety (90) days.
 - The filing of this claim is part of a legal process. If you have any questions about the right way to file a claim, please contact an attorney of your choice. The state's attorneys are not authorized by law to assist you with filing this claim. For your information a list of actions, or conditions, resulting in non-liability pursuant to IC 34-13-3 are shown on the back of this form.
- Please be advised that this form is not intended for use for claims against political subdivisions, which have some different requirements, including only one hundred eighty (180) days after the loss to make a claim.

CLAIMANT INFORMATION

Name JOSEPH BRADLEY DAVIS	Home Telephone 812-525-9706	Work Telephone ---	Cellular Telephone ---
Address at Time of Loss (number and street, city, state, and ZIP code) 530 S. WASHINGTON ST. BLOOMINGTON, IN 47401	E-mail Address balebuilder@gmail.com		
Current Address (if different from above)	Driver License Number 8914-00-1081	Issuing State INDIANA	
	Vehicle License Plate Number (if involved)	Issuing State	

LOSS INFORMATION

Date of Loss (m/d/yy) 9-7-22	Time of Loss <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	Dollar Amount of Loss \$150.00	State Agency Involved CITY OF BLOOMINGTON	State Vehicle Commission (if known)
Exact Location of Loss (include town, street and nearest crossroad) 530 S. WASHINGTON, BLOOMINGTON, IN 47401				Loss County MONROE

Names / Addresses of All Persons Involved (if known)
**CITY OF BLOOMINGTON; DEPARTMENT OF HOUSING + NEIGHBORHOOD DEVELOPMENT;
DEPT. OF PUBLIC WORKS; BOARD OF PUBLIC WORKS; ET AL.**

Alleged Negligence
PLEASE SEE ATTACHED LETTER TO THE CITY OF BLOOMINGTON AND ITS ENCLOSURES

Explanation of what happened (Use additional sheets if necessary.)
PLEASE SEE ATTACHED LETTER TO THE CITY OF BLOOMINGTON, AND ITS ENCLOSURES.

CITY HALL, P.O. BOX 101
401 N. MORTON ST.
BLOOMINGTON, IN
47401

812-349-3400

Please read: I swear and affirm under the penalties for perjury that the foregoing information is true and correct to the best of my knowledge and belief.

Joseph Bradley Davis
Claimant's Signature

3-6-23
Date (m/d/yy)

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MAR 06 2023

City of Bloomington
Legal Department
Bloomington, Indiana

CERTIFICATE OF SERVICE

I hereby swear or affirm that I sent a full copy of this document to the opposing party on this date of 3-6-2023, as follows:

City of Bloomington,
Housing and Neighborhood Development,
Department of Public Works, Board of Public Works, et al.
City Hall
401 North Morton St., Suite 220
P.O. Box 100
Bloomington, IN 47404
812-349-3400

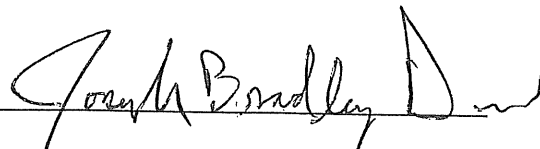
City Representative receiving service:

Name: _____;

Signature: _____.

Respectfully submitted by:

Joseph Bradley Davis
530 S. Washington St.
Bloomington, IN 47401
812-525-9706
balebuilder@gmail.com



The Board of Public Works meeting was held Tuesday, February 28, 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: April Rosenberger – Public Works
Mike Rouker - City Legal
Aleksandrina Pratt - City Legal, via Zoom
Haskell Smith - Parks and Recreation
Roy Aten – Engineering
Patrick Dierkes - Engineering
Jason Kerr - Engineering

None

**MESSAGES FROM BOARD
MEMBERS**

Mike Rouker, City Legal, presented Appeal Noise Citation #40027 for 423 E. Southern Drive. Officer Chad Dorman recounted the events leading up to issuance of the citation. See meeting packet for details. Marisol Sanchez, appellant, stated her account.

**PETITIONS &
REMONSTRANCES**
**Appeal Noise Citation #40027
for 423 E. Southern Drive**

Board Comments: Karon asked to confirm that warnings are not given on noise citations. Rouker confirmed.

Karon made a motion to deny the Appeal of Noise Citation #40027 for 423 E. Southern Drive. Lloyd seconded. All in favor, motion is passed.

Mike Rouker, City Legal, presented Appeal Noise Citation #37913 for 437 E. 16th Street. Officer Colin Deckard recounted the events leading up the issuance of the citation. See meeting packet for details. William Jontz, appellant, stated his account.

**Appeal Noise Citation #37913
for 437 E. 16th Street**

Board Comments: Lloyd asked to confirm that the appellant was playing music from his house. Jontz confirmed. Karon asked about the differences on the timing of when noise complaints are received. Rouker cited the code and the definition of unreasonable noise.

Karon made a motion to deny the Appeal of Noise Citation #37913 for 437 E. 16th Street. Lloyd seconded. All in favor, motion is passed.

1. Approval of Minutes; February 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

CONSENT AGENDA

Board Comments: None

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

Haskell Smith, Parks and Recreation, presented Memorandum of Understanding between Duke Energy and Parks & Recreation for the Reliability Project. See meeting packet for details.

Board Comments: None

Karon made a motion to approve the Memorandum of Understanding between Duke Energy and Parks & Recreation for the Reliability Project. Lloyd seconded. All in favor, motion is passed.

Roy Aten, Engineering, presented Change Order #9 for the 7th Street Protected Bike Lane Project. See meeting packet for details.

Board Comments: None

Karon made a motion to approve Change Order #9 for the 7th Street Protected Bike Lane Project. Lloyd seconded. All in favor, motion is passed.

Roy Aten, Engineering, presented Change Orders #1 and #2 for the 17th Street Multi-Use Path Project. See meeting packet for details.

Board Comments: None

Karon made a motion to approve Change Orders #1 and #2 for the 17th Street Multi-Use Path Project. Lloyd seconded. All in favor, motion is passed.

Roy Aten, Engineering, presented Contract with Bluestone Tree LLC for the B-Line Tree Clearing Project. See meeting packet for details.

Board Comments: None

Karon made a motion to approve Contract with Bluestone Tree LLC for the B-Line Tree Clearing Project. Lloyd seconded. All in favor, motion is passed.

Patrick Dierkes, Engineering, presented Resolution 2023-10; Public Need to Purchase Right-of-Way for the Adams Street Sidewalk (Kirkwood to Fountain) Project. See meeting packet for details.

Board Comments: Lloyd asked how much property is involved. Dierkes answered that it varies depending on the area.

Karon made a motion to approve the Resolution 2023-10; Public Need to Purchase Right-of-Way for the Adams Street Sidewalk (Kirkwood to Fountain) Project. Lloyd seconded. All in favor, motion is passed.

NEW BUSINESS

Memorandum of Understanding between Duke Energy and Parks & Recreation for the Reliability Project

Change Order #9 for the 7th Street Protected Bike Lane Project

Change Orders #1 and #2 for the 17th Street Multi-Use Path Project

Contract with Bluestone Tree LLC for the B-Line Tree Clearing Project

Resolution 2023-10; Public Need to Purchase Right-of-Way for the Adams Street Sidewalk (Kirkwood to Fountain) Project

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

Request from AEG for Lane and Sidewalk Closures

Board Comments: None

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

April Rosenberger, Public Works, presented Resolution 2023-09 IU Carnival. See meeting packet for details.

Resolution 2023-09 IU Carnival

Board Comments: Cox Deckard asked to confirm the route of the closure and that there is no longer a rain date. Julle Comer, IU Carnival organizer, confirmed.

Karon made a motion to approve Resolution 2023-09 IU Carnival. Lloyd seconded. All in favor, motion is passed.

No Staff Reports

STAFF REPORTS AND OTHER BUSINESS

Karon made a motion to approve claims in the amount of \$969,408.61. Lloyd seconded. All in favor, motion is passed.

CLAIMS

Cox Deckard called for adjournment at 6:00 p.m.

ADJOURNMENT

Accepted By:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

Jennifer Lloyd, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Project/Event: Pop-Up Market

Petitioner/Representative: Beck Holladay – Six Ways Markets

Staff Representative: April Rosenberger

Meeting Date: March 14, 2023

Saturday, April 22, 2023 and Sunday, April 23, 2023 Six Ways Market will be hosting a Pop-Up Market.

Organizers are requesting the closure of Madison Street between 10th and 11th in collaboration with Upland Brewing Company beginning at 8 a.m. on Saturday, April 22, 2023, for set up and until 8:00 p.m. on Sunday, April 23, 2023 which will allow for clean up after the event. The Pop-Up Market will have local vendors in 10x10 tents.

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



**JOHN HAMILTON
MAYOR**

CITY OF BLOOMINGTON

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

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

ESD 812.349.3418
PW 812.349.3411

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:	Beck Holladay		
Contact Phone:	503-705-0884	Mobile Phone:	
Title/Position:	Event Director		
Organization:	Six Ways Markets		
Address:	4535 Marcy Lane #258		
City, State, Zip:	Indianapolis, IN 46205		
Contact E-Mail Address:	beckholladay@gmail.com		
Organization E-Mail and URL:	www.sixwaysmarkets.com sixwaysmarkets@gmail.com		
Org Phone No:	503-705-0884	Fax No:	

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

Organization Name:	Upland Brewing Co.		
Address:	350 W 11th St.		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	tabitha@uplandbeer.com		
Phone Number:	(812) 364-2337	Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

3. EVENT INFORMATION

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Art in the Right of Way <input checked="" type="checkbox"/> Other (Explain below in Description of Event)		
Date(s) of Event:	Pop-up market event featuring local vendors utilizing 10x10 tents		
Time of Event:	Date: 4/22	Start: 12pm	Date: 4/23 End: 6pm
Setup/Teardown time Needed	Date: 4/22	Start: 8am	Date: 4/23 End: 8pm
Calendar Day of Week:	Saturday and Sunday		
Description of Event:	<p>We have done this event previously on 9th between Walnut and College in collaboration with Switchyard Brewing. This year, we'd like to utilize Madison St. between 10th and 11th in collaboration with Upland Brewing Co.</p> <p>We'll have local vendors in small 10x10 tents. There will be minimal noise as we won't have live music.</p>		
Expected Number of Participants:	40	Expected # of vehicles (Use of Parking Spaces to close): N/A using Upland Parking Lot	

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

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

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> • 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
<input type="checkbox"/>	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

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*

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

7. CHECKLIST

<input type="checkbox"/>	Determine type of Event
<input type="checkbox"/>	Complete application with attachment: <ul style="list-style-type: none"> <input type="checkbox"/> Detailed Map <input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input type="checkbox"/> Maintenance of Traffic Plan <input type="checkbox"/> Noise Permit Application (if applicable) <input type="checkbox"/> Certificate of Liability Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) <input type="checkbox"/> Waste and Recycling Plan (if applicable) <input type="checkbox"/> 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
<input type="checkbox"/>	Date Application will be heard by Board of Public Works
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	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:	Date Approved:	Approved By:
	Economic & Sustainable Development		
	Bloomington Police		
	Bloomington Fire		
	Engineering		
	Transit		
	Office of the Mayor		
	Utilities		
	Public Works		
	Board of Public Works		



CITY OF BLOOMINGTON

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 april.rosenberger@bloomington.in.gov

Event and Noise Information

Name of Event:	Supermarket			
Location of Event:	Madison St. between 10th and 11th			
Date of Event:	4/22 - 4/23	Time of Event:	Start:	12pm
Calendar Day of Week:	Saturday and Sunday		End:	6pm
Description of Event:	Pop-up market event			
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker	Will Noise be Amplified? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:		

Applicant Information

Name:	Beck Holladay		
Organization:	Six Ways Markets	Title:	Event Director
Physical Address:	4535 Marcy Lane #258 Indianapolis, IN 46205		
Email Address:	beckholladay@gmail.com	Phone Number:	503-705-0884
Signature:		Date:	2/1/2023

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	
_____	_____
Kyla Cox Deckard, President	Elizabeth Karon, Vice-President
_____	_____
Date	Jenifer Lloyd, Secretary

Waste and Recycling Management Plan Template

Supermarket

Event name: _____
Number of expected attendees: 500
Number of food vendors: 0
Number of other vendors: 40

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

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

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

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

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

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

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

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

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

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

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

EXAMPLE: NOTICE OF PUBLIC MEETING LETTER

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

The Board of Public Works meeting to hear this request will be MONTH, DAY, YEAR. Board of Public Works meetings are held 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 <https://bloomington.in.gov/boards/public-works>, or you may also call 812.349.3411 for this information.

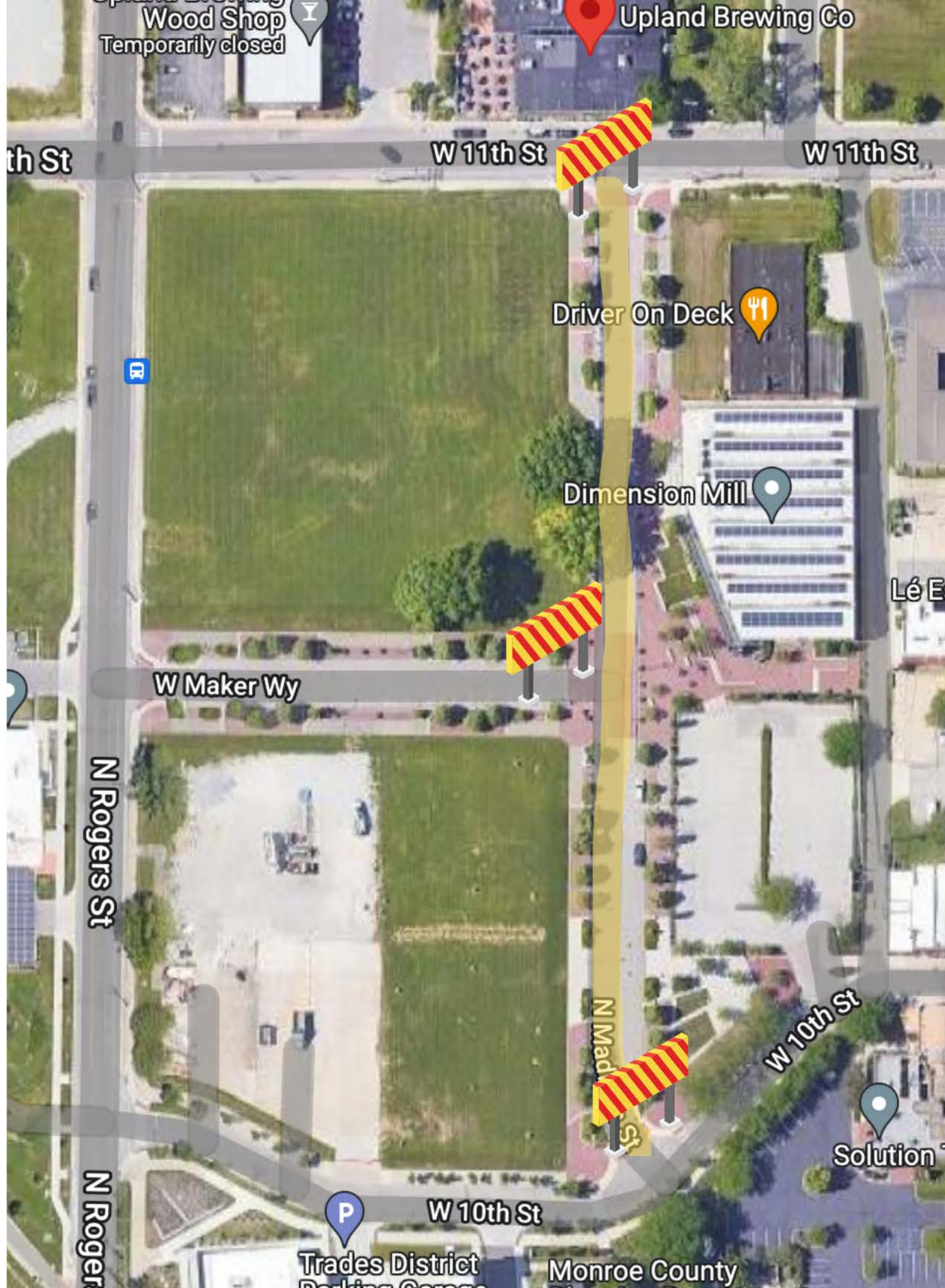
The proposal for_____ will be on file and may be examined in the Public Works office on the Friday (insert date) prior to the Tuesday (insert) meeting.

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



Wood Shop
Temporarily closed

Upland Brewing Co

th St

W 11th St

W 11th St

Driver On Deck

Dimension Mill

Lé Es

W Maker Wy

N Rogers St

N Mad St

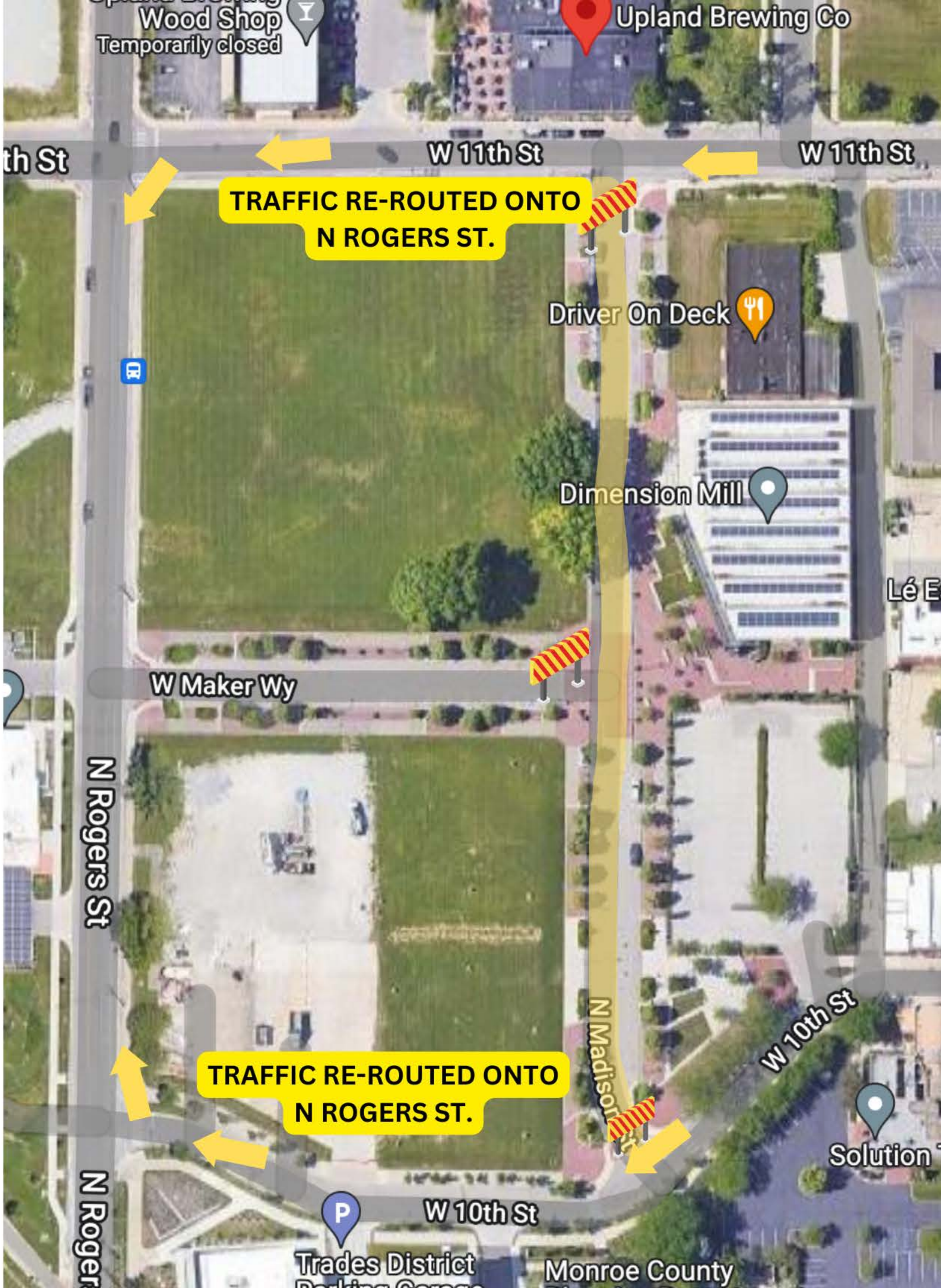
W 10th St

Solution T

W 10th St

Trades District
Parking Garage

Monroe County



Wood Shop
Temporarily closed

Upland Brewing Co

th St

W 11th St

W 11th St

**TRAFFIC RE-ROUTED ONTO
N ROGERS ST.**

Driver On Deck

Dimension Mill

Lé Es

W Maker Wy

N Rogers St

**TRAFFIC RE-ROUTED ONTO
N ROGERS ST.**

N Madison St

W 10th St

Solution T

W 10th St

Trades District
Parking Garage

Monroe County

**BOARD OF PUBLIC WORKS
RESOLUTION 2023-12**

POP-UP MARKET

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

WHEREAS, Six Ways Markets is organizing a Pop-Up Market, to take place on Saturday, April 22, 2023 and Sunday, April 23, 2023; and

WHEREAS, Six Ways Markets has requested that the Board of Public Works allow them to close Madison Street between 10th and 11th Streets to host a Pop-Up Market; and

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

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

1. The Board of Public Works declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28 and 4.30 of the Bloomington Municipal Code.
2. The City of Bloomington Board of Public Works (hereinafter "City") declares that Six Ways Markets may close Madison Street between 10th and 11th Streets to host a Pop-Up Market from 9:00a.m. Saturday, April 22, 2023 until 9:00 p.m. on Sunday, April 23, 2023 for the purpose of staging a pop-up market for the general public.
3. Six Ways Markets shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
4. Six Ways Markets shall be responsible for developing an MUTCD compliant Maintenance of Traffic Plan to be approved by the Engineering Department.
5. Six Ways Markets shall obtain, and place at their own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. Six Ways Markets agrees no closure shall occur before 8 a.m. on Saturday, April 22, 2023, and remove barricades by 9:00p.m. on Sunday, April 23, 2023.
6. The City of Bloomington will provide and set up jersey style water filled barricades not before 8 a.m. on April 22, 2022. Jersey style water filled barricades will be removed as part of clean-up.

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

ADOPTED THIS 14th DAY OF MARCH, 2023.

BOARD OF PUBLIC WORKS:

SIX WAYS MARKETS:

Kyla Cox Deckard, President

Signature

Elizabeth Karon, Vice President

Printed Name, Title

Jennifer Lloyd, Secretary

Date

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
3/10/2023	Payroll				500,505.98
					<u>500,505.98</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of \$ 500,505.98

Dated this 14th day of March year of 2023.

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

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

Fiscal Officer _____



Board of Public Works

Staff Report

Project/Event: Special Event Application – Turning Point USA Mural
Petitioner/Representative: Turning Point USA at Indiana University
Staff Representative: Michael Rouker, City Attorney
Date: 03/14/2023

Report:

Turning Point USA at Indiana University (“Turning Point”) has submitted a special event application to the Department of Public Works for the Board of Public Works’ (“Board”) consideration. Turning Point is requesting a special event to:

[P]aint an approximately 12’ x 120’ “All Lives Matter” street mural on East Kirkwood in front of the Von Lee Building and Indiana University Parking Lot. The mural, which will be contained to the westbound side of the road and will not cross the center line, will contain the phrase “All Lives Matter” bisected by red and blue lines to show support for first responders.

Over the last two months, Turning Point and City staff worked through Turning Point’s application to address as many issues present in the application as possible. The majority of issues identified for clarification have been addressed, including traffic control, scaled drawings, and planned paint materials. However, because Turning Point’s application is inconsistent with the City’s Policy and Procedures on Private Art Installations within the Public Right of Way (“Policy”), staff is recommending that the Board deny Turning Point’s special event application.¹

As the Board may recall, late last year the Board adopted the Policy, which governs requests from private parties to place art installations in the public’s right of way. Among other requirements relevant to Turning Point’s application, speech – defined as words, letters, numbers, universally recognized symbols, or logos of any kind – in (1) art installations that are (2) proposed by private actors for (3) installation in the public’s right of way and that are (4) expected to remain in the right of way for more than seven days, is restricted.²

Turning Point is proposing a semi-permanent or permanent art installation in the form of a painted street mural. Turning Point’s special event application contains the following depiction of the proposed mural:

¹ For reference, the Policy is attached to this staff report.

² Speech is permissible as part of temporary art installations, which are expected to remain in the right of way for seven or fewer days.



The proposed mural unambiguously includes speech in the form of letters and words. It is an art installation. Turning Point is a private actor. The proposal is to install the mural within the public's right of way. And the private installation is expected to remain in place for more than seven days. Therefore the proposed mural is not consistent with the Policy.

In January, during the course of the interactions between City staff and Turning Point, staff asked whether Turning Point would like to submit an alternative proposal that would be consistent with the Policy's limit on speech elements. The applicant consciously declined to submit an alternative design consistent with the Policy. Therefore staff is forwarding the present application to the Board and recommending that the Board deny the application as inconsistent with the Policy.



CITY OF BLOOMINGTON

City of Bloomington Policy and Procedures on Private Art 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. Definitions. 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.

- 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. Criteria Applicable to All Private Art Installations. 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. Additional Criteria Applicable to Semi-Permanent Art Installations or Permanent Art 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.

¹ 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.

- B. Semi-Permanent Art Installations or Permanent Art Installations may not contain Speech.
- V. Additional Criteria Applicable to Street Paintings or Street Murals. 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:
 - 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.

- 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. Programs. 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](#)² 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 [here](#)³ and is attached for reference.

² <https://bloomington.in.gov/neighborhoods/grants/improvement>

³ <https://bloomington.in.gov/departments/esd>



**JOHN HAMILTON
MAYOR**

CITY OF BLOOMINGTON

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

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

ESD 812.349.3418
PW 812.349.3410

Greetings from the City of Bloomington!

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

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

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

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

The City of Bloomington
Department of Economic and Sustainable Development



SPECIAL EVENT APPLICATION

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


1. Applicant Information

Contact Name:	Kyle Reynolds		
Contact Phone:	(219) 307-2518	Mobile Phone:	(219) 307-2518
Title/Position:	President		
Organization:	Turning Point USA at Indiana University		
Address:	545 W Amaryllis Dr		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	kyhreyno@iu.edu		
Organization E-Mail and URL:	kyhreyno@iu.edu, https://beinvolved.indiana.edu/organization/tpusa		
Org Phone No:	(219) 307-2518	Fax No:	N/A

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

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

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input checked="" type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	4/7/2023 - 4/8/2023	
Time of Event:	Date: 4/3/23 Start: 10:00 am	Date: 4/7/23 End: 6:00 pm
Setup/Teardown time Needed	Date: 4/3/23 Start: 10:00 am	Date: 4/8/23 End: 6:00 pm
Calendar Day of Week:	Friday - Saturday	
Description of Event:	<p>Our chapter wishes to paint an approximately 12' x 120' "All Lives Matter" street mural on East Kirkwood in front of the Von Lee Building and Indiana University Parking Lot. The mural, which will be contained to the westbound side of the road and will not cross the center line, will contain the phrase "All Lives Matter" bisected by red and blue lines to show support for first responders. Please see the graphic below for design details. All striping, including cross walks and parking striping, will not be affected. A scaled drawing is included on page 10.</p> 	
List of Street Closures (If applicable)	East Kirkwood in front of the Von Lee Building and Indiana University Parking Lot	
Expected Number of Participants:	20	Expected # of vehicles (Use of Parking Spaces to close): 0

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

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

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

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

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

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

6. CHECKLIST

<input checked="" type="checkbox"/>	Determine what type of Event
<input type="checkbox"/>	Complete application with attachment <input checked="" type="checkbox"/> Detailed Map <input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) ALD <input checked="" type="checkbox"/> Maintenance of Traffic Plan <input type="checkbox"/> Noise Permit Application (if applicable) N/A <input type="checkbox"/> Certificate of Liability Insurance ALD <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) N/A <input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) N/A <input type="checkbox"/> Waste and Recycling Plan (if applicable) N/A
<input type="checkbox"/> ALD	Date Application will be heard by Board of Public Works (contact ESD at 812-349-3418 for date)
<input type="checkbox"/> N/A	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/> N/A	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/> N/A	No Parking Signs <input type="checkbox"/> Board of Public Works approved events are provided by Department of Public Works (DPW) <input type="checkbox"/> Contacted DPW at 812-349-3410 to request and schedule No Parking Signs

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

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

Map of Proposed Rights-of-Way Closure and Maintenance of Traffic Plan

Attached on the following pages are illustrations of the rights-of-way closure and two possible maintenance of traffic plans.

The illustrations are based on examples from the Indiana Manual on Uniform Traffic Control Devices and follow the regulations contained therein.

Two methods for traffic control are provided. One is a simple flagging option that would restrict traffic to one lane. The flaggers would alternate between allowing eastbound and westbound traffic through. Given the fairly low volume of traffic on East Kirkwood, we do not anticipate a queuing issue. At night, both lanes would be open.

The second method closes the westbound lane continuously throughout the project and indicates a detour for traffic. The applicable signage and barricades needed for such a closure are indicated in the illustration.

Both plans indicate the necessary rights-of-way closure which will be the westbound lane from the stop bar at the Dunn Street intersection to the stop bar at the Indiana Avenue intersection.

Throughout the project, access for emergency vehicles will always be maintained and there will be no restrictions for pedestrian traffic.

Personnel involved in the rights-of-way closure, traffic maintenance, and project execution will utilize nearby Indiana University public space available to university students and student organizations.

If any questions arise regarding these plans, please contact the project manager, Kyle Reynolds, at (219) 307-2518 or kyhreyno@iu.edu.

Table 6H-2. Meaning of Symbols on Typical Application Diagrams


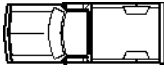





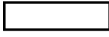















	Arrow board		Shadow vehicle
	Arrow board support or trailer (shown facing down)		Sign (shown facing left)
	Changeable message sign or support trailer		Surveyor
	Channelizing device		Temporary barrier
	Crash cushion		Temporary barrier with warning light
	Direction of temporary traffic detour		Traffic or pedestrian signal
	Direction of traffic		Truck-mounted attenuator
	Flagger		Type 3 barricade
	High-level warning device (Flag tree)		Warning light
	Longitudinal channelizing device		Work space
	Luminaire		Work vehicle
	Pavement markings that should be removed for a long-term project		

Table 6H-3. Meaning of Letter Codes on Typical Application Diagrams

Road Type	Distance Between Signs**		
	A	B	C
Urban (low speed)*	100 feet	100 feet	100 feet
Urban (high speed)*	350 feet	350 feet	350 feet
Rural	500 feet	500 feet	500 feet
Expressway / Freeway	1,000 feet	1,500 feet	2,640 feet

* Speed category to be determined by highway agency

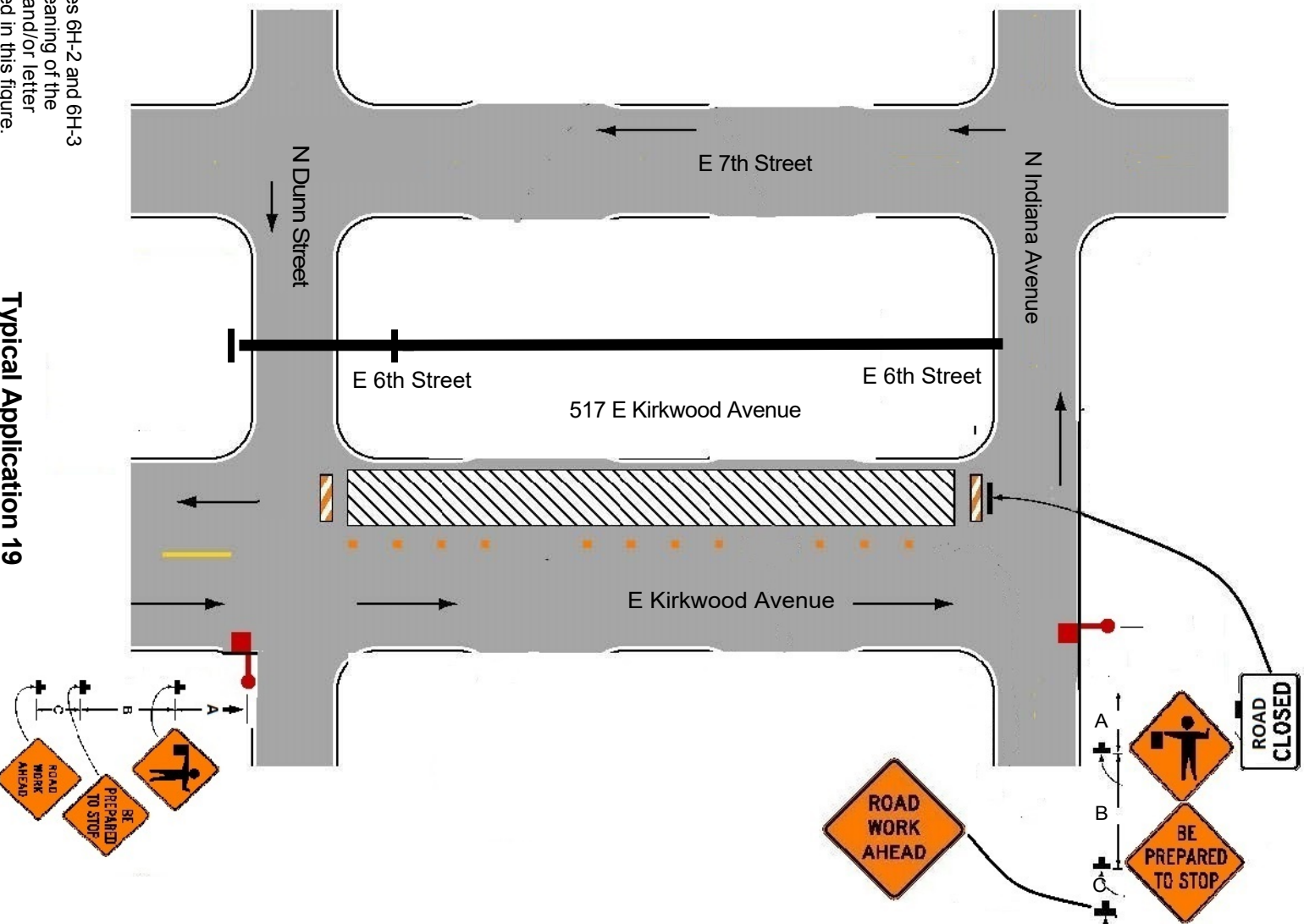
** The column headings A, B, and C are the dimensions shown in Figures 6H-1 through 6H-46. The A dimension is the distance from the transition or point of restriction to the first sign. The B dimension is the distance between the first and second signs. The C dimension is the distance between the second and third signs. (The "first sign" is the sign in a three-sign series that is closest to the TTC zone. The "third sign" is the sign that is furthest upstream from the TTC zone.)

Table 6H-4. Formulas for Determining Taper Length

Speed (S)	Taper Length (L) in feet
40 mph or less	$L = \frac{WS^2}{60}$
45 mph or more	$L = WS$

Where: L = taper length in feet
 W = width of offset in feet
 S = posted speed limit, or off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

Figure 6H-19. Detour for One Travel Direction (TA-19)
IMUTCD Page Modified and annotated for temporary closure of West Bound Kirkwood at Indiana Avenue using flaggers

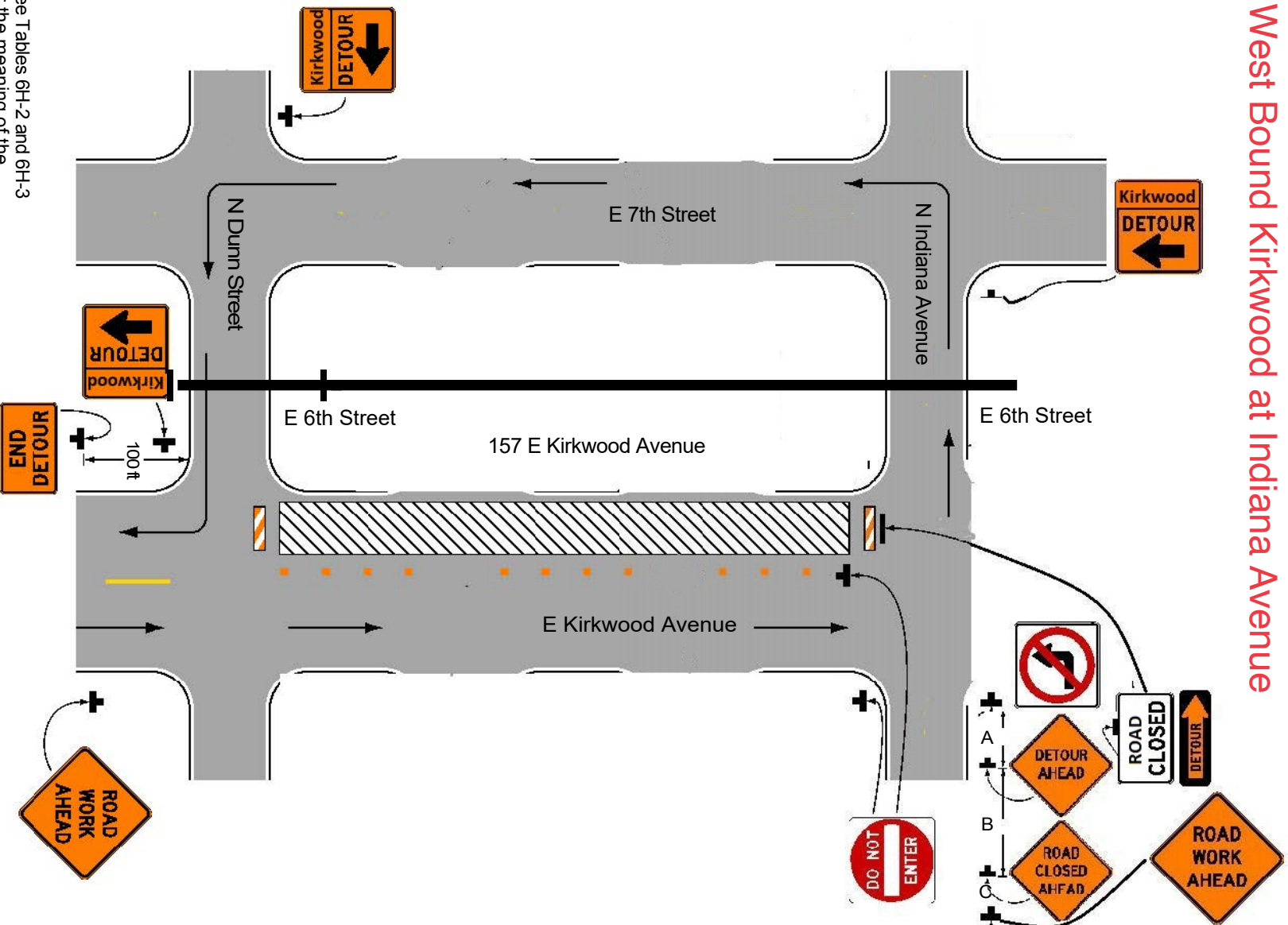


Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

Typical Application 19



Figure 6H-19. Detour for One Travel Direction (TA-19)
IMUTCD Page Modified and annotated to close
West Bound Kirkwood at Indiana Avenue



Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

Typical Application 19





517 E. KIRKWOOD AVENUE MURAL

EX-01

Waste and Recycling Management Plan Template

Event name: _____

Number of expected attendees: _____

Number of food vendors: _____

Number of other vendors: _____

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

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

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

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

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

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

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

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

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

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

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



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 Turning Point USA at Indiana University to paint an “All Lives Matter Street Mural” on East Kirkwood Avenue in front of the Von Lee Building and Indiana University Parking Lot on April 7 and April 8, 2023.

The Board of Public Works meeting to hear this request will be on March 14, 2023 at 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, March 10, prior to the Tuesday, March 14 meeting. All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone you may call 812.349.3410 or email public.works@bloomington.in.gov. 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

Turning Point, USA at Indiana University

Date

Contact Information- Other			
	Location	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	Nicole Wagner	(812) 349-2543
Waste & Recycling Plan	401 N. Morton Street Suite 150	Lauren Travis Economic & Sustainable Development	(812) 349-3837
Bloomington Board of Public Works	401 N. Morton St. Suite 120 Bloomington, IN	April Rosenberger Dept. of Public Works	(812) 349-3411
Bloomington Parks and Recreation Department (Events on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Leslie Brinson Community Events Manager	(812) 349-3700
Bloomington Fire Department	300 E. 4th St. Bloomington, IN	Fire Administration	(812) 332-9763
Bloomington Police Department (Parade Permit)	220 E. Third Bloomington, IN	Police Administration	(812) 339-4477
Master Rental	2022 W. 3 rd 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

**BOARD OF PUBLIC WORKS
RESOLUTION 2023-11**

ALL LIVES MATTER STREET MURAL

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

WHEREAS, the Board received an application from Turning Point USA at Indiana University (“Turning Point”) for a special event “to paint an approximately 12’ x 120’ ‘All Lives Matter’ street mural on East Kirkwood in front of the Von Lee Building” (“Event”); and

WHEREAS, Turning Point wishes to prepare the space and paint the street mural on Friday, April 07, 2023 and Saturday, April 08, 2023; and

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

WHEREAS, the City of Bloomington has adopted a Policy and Procedures on Private Art Installations within the Public Right of Way (“Policy”); and

WHEREAS, Turning Point’s proposed Event is subject to the Policy; and

WHEREAS, the Board has granted Turning Point full access to the application process through which requests to place private art in the public right of way are considered;

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington Board of Public Works:

_____ Has determined that the above described event is an Approved Special Event for Purposes of Chapters 4.16, 4.28 and 4.30 of the Bloomington Municipal Code and that Turning Point shall close East Kirkwood Ave. to vehicular traffic on Friday, April 7, 2023 and Saturday, April 8, 2023 to paint an ALL LIVES MATTER street mural. The application from Turning Point is approved.

_____ Has determined that the above-described event is inconsistent with Section IV(B) of the Policy and Procedures on Private Art Installations within the Public Right of Way. The proposal is for an art installation, the proposal is from a private actor, the proposal is to place art within the public’s right of way, the proposal is semi-permanent or permanent art that is expected to remain in the right of way longer than seven days, and the proposal includes a request to paint the words “All Lives Matter” within the right of way. The application from Turning Point is denied.

**ADOPTED THIS 14th DAY OF MARCH, 2023
BOARD OF PUBLIC WORKS**

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

Jennifer Lloyd, Secretary



Board of Public Works Staff Report

Project/Event: Arts Fair on the Square
Petitioner/Representative: Kate Galvin, Constellation Stage & Screen
Staff Representative: April Rosenberger
Meeting Date: March 14, 2023

Saturday, June 24, 2023 Arts Fair on the Square will return to Bloomington, bringing visual artists and craftspeople together with the local and regional community.

Festival organizers are requesting closure of both Kirkwood Avenue and 6th Street between College Avenue and Walnut Street beginning at 6:00 a.m. for set up and until 8:00 p.m. on Saturday, June 24, 2023 which will allow for clean up after the 10 a.m. – 5:00 p.m. event. Also requested are three parking spaces on College Avenue and three parking spaces on Walnut Street adjacent to the Monroe County Court House for portable toilets.

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

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



**JOHN HAMILTON
MAYOR**

CITY OF BLOOMINGTON

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

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

ESD 812.349.3418
PW 812.349.3411

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:	Kate Galvin		
Contact Phone:	812-336-7110	Mobile Phone:	267-243-6941
Title/Position:	Artistic Director		
Organization:	Constellation Stage & Screen		
Address:	122 S. Walnut St.		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	kate@seeconstellation.org		
Organization E-Mail and URL:	info@seeconstellation.org www.seeconstellation.org		
Org Phone No:	812-336-7110	Fax No:	

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

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

3. EVENT INFORMATION

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input checked="" type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Art in the Right of Way <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	June 24, 2023	
Time of Event:	Date: 6/24/23 Start: 10am	Date: same End: 5pm
Setup/Teardown time Needed	Date: 6/24/23 Start: 6am	Date: same End: 8pm
Calendar Day of Week:	Saturday	
Description of Event:	<p>Arts Fair on the Square returns to Bloomington this June, bringing visual artists and craftspeople together with the local and regional community. This juried art show features 100 regional and national artists and craftspeople on the picturesque grounds surrounding the Monroe County Courthouse. The mission of Arts Fair on the Square is to showcase fine art and craft of the highest quality, connect artists with the art-buying community, and promote commitment to the arts through a variety of interactive arts experiences.</p> <p>For over 40 years, Arts Fair on the Square has been one of the premier annual events in Bloomington, Indiana, earning appreciation from artists from all over the country and patrons from all over Indiana and beyond for its commitment to quality. Arts Fair on the Square draws thousands of visitors to downtown Bloomington to experience the finest visual arts has to offer.</p> <p>Request is to close Sixth Street and Kirkwood Avenue between College Avenue and Walnut Streets from 5:00 a.m. to 8:00 p.m. on June 24 and three spaces each on College Avenue and Walnut Street for portable toilets (delivery and removal time TBD).</p>	
Expected Number of Participants:	100 vendors + volunteers/staff 1000+ attendees	Expected # of vehicles (Use of Parking Spaces to close): See above

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

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

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> • 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
<input type="checkbox"/>	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

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*

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

7. CHECKLIST

<input type="checkbox"/>	Determine type of Event
<input type="checkbox"/>	Complete application with attachment: <ul style="list-style-type: none"> <input type="checkbox"/> Detailed Map <input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input type="checkbox"/> Maintenance of Traffic Plan <input type="checkbox"/> Noise Permit Application (if applicable) <input type="checkbox"/> Certificate of Liability Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) <input type="checkbox"/> Waste and Recycling Plan (if applicable) <input type="checkbox"/> 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
<input type="checkbox"/>	Date Application will be heard by Board of Public Works
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	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:	Date Approved:	Approved By:
	Economic & Sustainable Development		
	Bloomington Police		
	Bloomington Fire		
	Engineering		
	Transit		
	Office of the Mayor		
	Utilities		
	Public Works		
	Board of Public Works		



CITY OF BLOOMINGTON

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 april.rosenberger@bloomington.in.gov

Event and Noise Information

Name of Event:	Arts Fair on the Square		
Location of Event:	Arts Fair on the Square		
Date of Event:	June 24, 2023	Time of Event:	Start: 10am
Calendar Day of Week:	Saturday		End: 5pm
Description of Event:	Arts Fair on the Square returns to Bloomington this June, bringing visual artists and craftspeople together with the local and regional community. This juried art show features 100 regional and national artists and craftspeople on the picturesque grounds surrounding the Monroe County Courthouse. The mission of Arts Fair on the Square is to showcase fine art and craft of the highest quality, connect artists with the art-buying community, and promote commitment to the arts through a variety of interactive arts experiences.		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit: Waldron Arts Center/Constellation Stage & Screen	

Applicant Information

Name:	Kate Galvin		
Organization:	Constellation Stage & Screen	Title:	Artistic Director
Physical Address:	122 S. Walnut Street, Bloomington, IN 47404		
Email Address:	Kate@seeconstellation.org	Phone Number:	812-336-7110
Signature:		Date:	2/23/23

FOR CITY OF BLOOMINGTON USE ONLY

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

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

Waste and Recycling Management Plan – Arts Fair on the Square (June 24, 2023)

Event name: Arts Fair on the Square

Number of expected attendees: 1000+

Number of food vendors: None

Number of other vendors: Approximately 100

Designated waste and recycling manager: Constellation Staff Member TBD before event.

Event map: See attached

Targeted waste:

Type of Waste	Container	Plan
Non-recyclable trash and food	Trash bin (supplied by Constellation)	Staff/volunteers will monitor on schedule, every 2 hours for removal/replacement
Mixed recyclables	Recycling bin (borrowed from Downtown Bloomington, Inc.)	Staff/volunteers will monitor on schedule, every 2 hours for removal/replacement

Collection and hauling system: Recycling will be taken to Waldron Arts Center for sorting before being taken to the recycling center at the earliest possible date. Other waste will be delivered to Constellation’s production facility for dumpster disposal.

All bins will be clearly labeled as “Waste” or “Recycling” and will be monitored by volunteers and staff throughout the event.

Vendor and volunteer education and training: Volunteers will be scheduled ahead of time and trained on the day of the event on how to remove & replace full bins, as well as informed of where to bring full bags of waste and recycling to the Waldron Arts Center. All volunteers will receive appropriate instructional handouts on the day of the event.

Vendors will receive information about the waste management plan prior to load-in. They will be instructed to “leave no trace” and to take any leftover flyers or other handouts with them at the end of the event.

For visitors, posted event map and brochures will include waste and recycling locations.

Materials and supplies: Event maps and brochures including waste and recycling locations, labeled bins, and waste collection and sorting materials including bags, ties, rubber gloves, and labels.

Designation of duties: Waste and recycling manager will train staff, volunteers, and participants regarding waste and recycling plan including collection, sorting, and removal procedures as well as implement the plan.



PHONE

(812) 336-9300 *Box Office*
(812) 336-7110 *Admin*

ADDRESS

3133 N Westbury Village Dr, Suite 5
Bloomington, IN 47404

NOTICE OF PUBLIC MEETING

The Board of Public Works of Bloomington, Indiana, has been petitioned by Constellation Stage & Screen to hear a request for a Special Event in Public Right Way for **6th Street and Kirkwood Streets adjacent to Courthouse Square (between Walnut and College).**

Constellation is requesting closure of these streets for the return of **Arts Fair on the Square on June 23, 2023.** This is the first in-person Arts Fair on the Square since 2019 and is expected to draw approximately 100 vendors and over 1,000 patrons to downtown Bloomington. While previous Arts Fair on the Square events have coincided with Taste of Bloomington, that event will not be taking place this year, so restaurants adjacent to the Square should see an uptick in business as a result of this event.

The Board of Public Works meeting to hear this request will be March 14, 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.

Meetings are also broadcast via Zoom; Zoom information can be found the Board of Public Works web page at <https://bloomington.in.gov/boards/public-works>, or you may also call 812.349.3411 for this information.

The proposal for will be on file and may be examined in the Public Works office on the Friday 3/10/23 prior to the Tuesday 3/14/23 meeting.

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

PETITIONER: Constellation Stage & Screen

DATE: 2/27/23

Contact Information- Other

	<u>Location</u>	<u>Contact</u>	<u>Phone Number</u>
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 rd 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

2023 Arts Fair on the Square

For City Of Bloomington Use Only

Date Received:	Received By:	Date Approved:	Approved By:
3.2.2023	Public Works		
	Board of Public Works		
	Bloomington Police	3.2.2023	Mick
	Bloomington Fire		
	Economic & Sustainable Development		
	Engineering		
	Office of The Mayor	3.2.2023	Kaisa
	Parking Enforcement		
	Utilities	3.2.2023	Jane
	Transit		



CITY OF BLOOMINGTON

City of Bloomington Policy and Procedures on Private Art 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. Definitions. 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.

- 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. Criteria Applicable to All Private Art Installations. 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. Additional Criteria Applicable to Semi-Permanent Art Installations or Permanent Art 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.

¹ 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.

- B. Semi-Permanent Art Installations or Permanent Art Installations may not contain Speech.
- V. Additional Criteria Applicable to Street Paintings or Street Murals. 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:
 - 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.

- 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. Programs. 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](#)² 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 [here](#)³ and is attached for reference.

² <https://bloomington.in.gov/neighborhoods/grants/improvement>

³ <https://bloomington.in.gov/departments/esd>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/02/2023

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

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

PRODUCER Kaplan Insurance Agency, Inc. 3555 Plymouth Blvd. Suite 118 Plymouth, MN 55447 License #: 40020697	CONTACT NAME: Ben Peyton PHONE (A/C, No. Ext): (763)746-5000 E-MAIL ADDRESS: Ben@KaplanInsuranceAgency.com	FAX (A/C, No): (763)746-5577	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Constellation Stage & Screen, Inc. 411 E. 7th Street Bloomington, IN 47408	INSURER A: AmTrust North America, Inc.		42376
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 00005867-0

REVISION NUMBER: 14


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			SPP1794754	12/20/2022	12/20/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			SPP1794754	12/20/2022	12/20/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC4178500	12/20/2022	12/20/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Property			SPP1794754	12/20/2022	12/20/2023	Building 1,000,000
A	Rented Equipment			SPP1794754	12/20/2022	12/20/2023	BPP 210,000

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

The City of Bloomington is an additional insured when required by contract or agreement per form CG2038.

CERTIFICATE HOLDER**CANCELLATION**

City of Bloomington 401 N Morton St Bloomington, IN 47404	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  (BDP)

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Barricade at end of alley

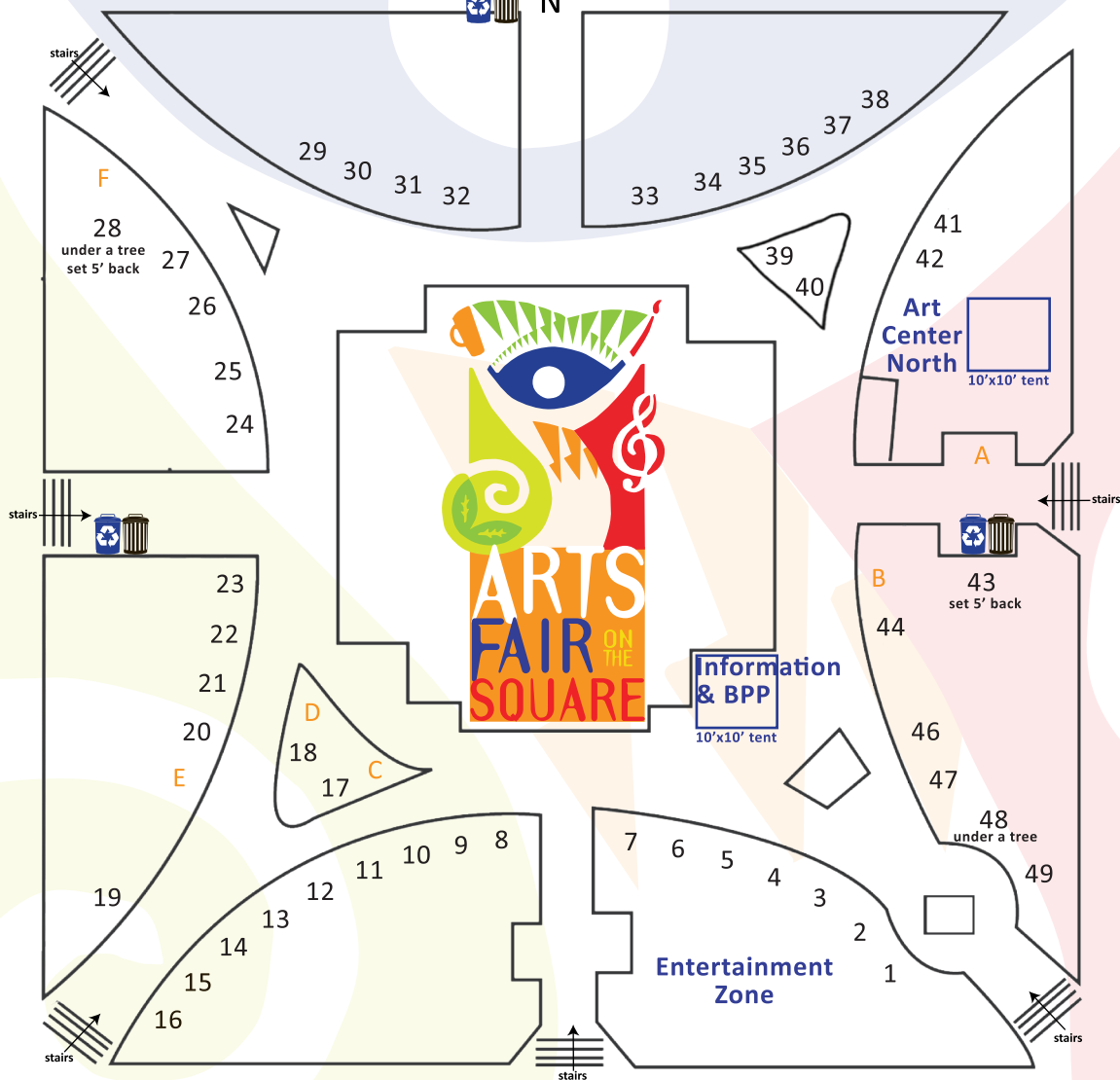


Road Closed Ahead sign at the corner of 6th & Morton



College Avenue

Walnut Street



ONE WAY during loading and unloading!

slopes downward towards the west



Road Closed Ahead sign in the Kirkwood Avenue straight lane heading East.

Please note: Numbers represent 10'x10' square artist spaces while letters represent smaller oddly shaped community group spaces.

**BOARD OF PUBLIC WORKS
RESOLUTION 2023-13**

ARTS FAIR ON THE SQUARE

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

WHEREAS, the Constellation Stage & Screen (hereinafter "CSS") is sponsoring the Arts Fair on the Square, on Saturday, June 24, 2023, to take place on and around the Monroe County Courthouse Square; and

WHEREAS, the BPP has requested that the Board of Public Works allow them to close parking spaces on the west side and the east side of the Courthouse Square to vehicular parking and to close W. 6th Street and W. Kirkwood Avenue between College Avenue and Walnut Street to vehicular traffic during the festival; and

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

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

1. The City of Bloomington Board of Public Works (hereinafter "City") declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28 and 4.30 of the Bloomington Municipal Code.
2. CSS 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 City declares that the CSS may reserve three parking spaces on College Avenue and three parking spaces on Walnut Street, beginning at 5:00 a.m. on Saturday, June 24, 2023 until 8:00 p.m. on Saturday, June 24, 2023 for the placement of portable toilets. The sponsors may also close W. 6th Street and W. Kirkwood Avenue between College Avenue and Walnut Street for the expansion of the festival space from 5:00 a.m. to 8:00 p.m. on Saturday, June 24, 2023 for the purpose of staging an arts festival for the general public.
4. CSS shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Engineering Department. BPP shall obtain, and place at CSS'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. CSS shall not close the streets until 5:00 a.m. on Saturday, June 24, 2023 and shall remove barricades and signage and reopen the streets no later than 8:00 p.m. on Saturday, June 24, 2023.

5. CSS will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within this block, cleaning any grease or other food products from the pavement and sidewalks, and removing any “No Parking” signs posted as part of the event. Cleanup of W. 6th Street and Kirkwood Avenue shall be completed by 8:00 p.m. on Saturday, June 24, 2023.
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 hours of 10:00 a.m. and 5:00 p.m. on Saturday, June 24, 2023.
7. CSS shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
8. CSS shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
9. In consideration for the use of the City’s property and to the fullest extent permitted by law, CSS, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively “Claims”) which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
10. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 14th DAY OF MARCH 2023.

BOARD OF PUBLIC WORKS:

CONSTELLATION STAGE & SCREEN

Kyla Cox Deckard, President

Signature

Elizabeth Karon, Vice President

Printed Name, Title

Jennifer Lloyd, Secretary

Date



Board of Public Works

Staff Report

Project/Event: Approve Amendment 4 to LPA-Consulting Contract with Lochmueller Group, Inc. for the 17th Street (Monroe to Grant) Multimodal Improvements Project

Petitioner/Representative: Engineering Department

Staff Representative: Neil Kopper, Senior Project Engineer

Date: 3/14/2023

Report: This project will construct multiuse path on the north side of 17th Street from Monroe Street to Grant Street, replace the traffic signal at the intersection of 17th Street and Madison Street/Kinser Pike, and provide other multimodal safety improvements within the corridor. The project is programmed in the Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP) for construction and construction inspection (\$2,307,822 in federal funds). Construction is substantially complete east of Walnut Street. To the west of Walnut Street, utility relocation is ongoing and construction will begin shortly.

Lochmueller Group, Inc. is currently under contract for preliminary engineering services. This addendum will increase Construction Phase Services and reduce unused Geotechnical services. Construction Phase Services include facilitating coordination between the two phases of this construction project and performing redesign for unexpected conditions. The total fee remains unchanged at \$837,997. This contract is TIF funded and has prior funding approval.

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval (INDOT-LPA Contract)	Approved	2021
Design Services Contract*	Current Item	3/14/2023
ROW Services Contract*	Approved	5/25/2021
Public Need Resolution	Approved	5/11/2021
Construction Inspection Contract	Approved	3/15/2022
Construction Contract	Approved**	4/12/2022

* Amendment 1 updates the original 8/6/2019 design services contract to include ROW services, 5/25/2021. Amendment 2 updates to include Phase II ESAs, 11/9/2021. Amendment 3 updates to add services necessary to split the project into two construction bids, 5/24/2022.

**Construction contract for federally funded project (west portion) approved and managed by INDOT.

City of Bloomington Contract and Purchase Justification Form

Vendor: Lochmueller Group, Inc.

Contract Amount: \$839,745

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

PURCHASE INFORMATION

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

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

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

	Yes	No	
# of Submittals: 24			Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The RFQu was issued seeking statements of qualifications to establish a list of qualified firms that may be contacted for projects. 14 firms are currently on the City's pre-approved engineering consultant list. Lochmueller Group was previously selected for this particular project based on their expertise.
Was an evaluation team used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Was scoring grid used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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

Lochmueller Group was selected to design this project from the City's pre-approved engineering consultant list due to their expertise as well as the efficiencies gained by the work they had already completed at the 17th-Kinser intersection.

 Neil Kopper

 Print/Type Name

 Senior Project Engineer

 Print/Type Title

 Engineering

 Department

AMENDMENT NO. 4

THIS AMENDMENT NO. 4 IS MADE AND ENTERED INTO THIS ___ DAY OF _____, 2023 BY AND BETWEEN THE CITY OF BLOOMINGTON, HEREINAFTER REFERRED TO AS LPA AND LOCHMUELLER GROUP, INC. HEREINAFTER REFERRED TO AS CONSULTANT.

WITNESSETH

WHEREAS, the LPA and CONSULTANT did on August 6, 2019 enter into an Agreement to provide services for the 17th Street Multimodal Improvements from Monroe Street to Grant Street, INDOT DES No: 1900402, and

WHEREAS, a re-design of the curb ramp at the Southwest corner of 17th Street and College Avenue is required and additional Construction Phase Services will be needed during construction, and

WHEREAS, the CONSULTANT has expressed an interest in providing the additional required services, and

WHEREAS, in order for the CONSULTANT to provide the additional services, it is necessary to amend the original agreement, and

NOW, THEREFORE, it is agreed by and between both parties that the original agreement be amended as follows:

I. Section IV Compensation on page one of the original Contract is modified as follows:

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix “D” which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$837,997.00.**

II. Item 1.0 of Appendix “D” is replaced in its entirety with the following:

1.1 The CONSULTANT shall receive compensation for such professional services under Appendix “A” of this Contract in the amount of a total fee not-to-exceed Eight Hundred Thirty-Seven Thousand Nine Hundred Ninety-Seven Dollars (\$837,997.00) unless an amendment to this Contract is approved in writing by the LPA.

1.2 The CONSULTANT shall receive compensation for providing the services set forth in Items 1.0 through 8.0, inclusive, and 15.0 of Appendix “A” on a lump sum basis in accordance with the following schedule:

- 1.2.1 Topographic Survey Data Collection..... \$47,100.00
- 1.2.2 Environmental Document \$49,300.00

- 1.2.3 Public Involvement - Public and Property Owner Meetings \$12,000.00
- 1.2.4 Water Resource/Stormwater Permitting \$7,100.00
- 1.2.5 Road Design and Plans \$297,350.00
- 1.2.6 Traffic Signal Design and Plans \$15,900.00
- 1.2.7 Project Management/Project Website Update \$20,050.00
- 1.2.8 Utility Coordination..... \$23,600.00
- 1.2.9 Phase II Limited Subsurface Investigation \$7,362.00
- 1.2.10 Right-of-Way Utility Staking..... \$8,100.00
- 1.3 The CONSULTANT shall receive payment for Geotechnical Investigation Services performed under Item 10.0 of Appendix "A" of this Contract on a unit price basis per the schedule set forth in Exhibit "1", attached to this Contract and made an integral part hereof. The total payment for these services shall not exceed \$28,842.30, unless approved by the LPA.
- 1.4 The CONSULTANT shall receive as payment for the Right-of-Way Engineering Services performed under Item 11.0 of Appendix "A" of this Contract based on the specific cost per unit multiplied by the actual units of work performed, in accordance with the following schedule:

	<u>Quantity</u>	<u>Unit Price</u>	<u>Subtotal</u>
1.5.1 Title Research	42 Parcels	@ \$400.00	\$16,800.00
1.5.2 Right-of-Way Engineering	34 Parcels	@ \$2,300.00	\$78,200.00
1.5.3 Right-of-Way Staking	34 Parcel	@ \$350.00	\$11,900.00
1.5.4 Appraisal Problem Analysis	34 Parcels	@ \$240.00	\$8,160.00
1.5.5 Combined or Eliminated Parcels	8 Parcels	@ \$500.00	\$4,000.00
	Total		\$119,060.00
- 1.6 The CONSULTANT shall receive payment for Revising Parcel Plats and Descriptions and Re-Staking services performed pursuant to the following:
 - 1.6.1 Revisions – 13 @ \$200.00/Each..... \$2,600.00
 - 1.6.2 Re-Staked Parcels – 1 @ \$310/Parcel..... \$310.00
- 1.7 The CONSULTANT shall receive payment for Items 14.1 through 14.7 of Appendix "A" of this Contract in accordance with the following fee schedule:

Work Performed	Fee Per Parcel
Appraising-Waiver Valuation	\$680.00
Appraising-Value Finding	\$1,930.00
Appraising-Short Form: Any Property Type (Improved or Unimproved)	\$2,835.00
Appraising-Short Form: Residential /AG (with affected improvements or total take)	\$3,175.00
Appraising-Short Form: Commercial/Industrial/Multi-family/Special/Billboard (WAITT)	\$4,530.00

Work Performed	Fee Per Parcel
Appraising-Long Form: Any Property Type (Unimproved)	\$3,405.00
Appraising-Long Form: Residential AG (Improved)	\$4,530.00
Appraising-Long Form: Commercial/Industrial/Multi-family/Special (Improved)	\$11,340.00
Appraising-Excess Land Appraisal	\$650.00
Review-Waiver Valuation	\$410.00
Review-Value Finding	\$970.00
Review-Short Form: Any Property Type (Improved or Unimproved)	\$1,360.00
Review-Short Form: Residential /AG (with affected improvements or total take)	\$1,535.00
Review-Short Form: Commercial/Industrial/Multi-family/Special/Billboard (WAITT)	\$2,160.00
Review-Long Form: Any Property Type (Unimproved)	\$1,620.00
Review-Long Form: Residential AG (Improved)	\$2,160.00
Review-Long Form: Commercial/Industrial/Multi-family/Special (Improved)	\$5,220.00
Buying-Total/Partial Acquisition	\$2,030.00
Buying-Temporary/Access Rights	\$1,695.00
Minor Revision to R/W	\$500.00
Re-Staking Parcel	\$750.00
Right-of-Way Management	\$1,230.00

1.8 The fee for Items 14.1 through 14.7 of Appendix “A” is estimated based on the number of parcels, type of work performed for each parcel, a contingency for additional parcels and/or changes to the work type performed for each parcel, and the potential need for Condemnation Proceedings. The estimated fee is based on the following schedule:

Work Performed	Actual Number of Parcels	Fee Per Parcel	Totals
Appraising-Waiver Valuation	10	\$680.00	\$6,800.00
Appraising-Value Finding	22	\$1,930.00	\$42,460.00
Appraising-Short Form: Any Property Type	1	\$2,835.00	\$2,835.00
Appraising-Short Form: Commercial/Industrial/Multi-family/Special/Billboard (WAITT) AG (with affected improvements or total take)	0	\$4,530.00	\$0.00
Appraising-Long Form: Commercial/Industrial/Multi-family/Special (Improved)	0	\$11,340.00	\$0.00
Review-Waiver Valuation	10	\$410.00	\$4,100.00
Review-Value Finding	22	\$970.00	\$21,340.00

Work Performed	Actual Number of Parcels	Fee Per Parcel	Totals
Review-Short Form: Residential/AG (with affected improvements or total take)	1	\$1,360.00	\$1,360.00
Review-Short Form: Commercial/Industrial/Multi-family/Special/Billboard (WAITT)	0	\$2,160.00	\$0.00
Review-Long Form: Commercial/Industrial/Multi-family/Special (Improved)Residential AG (Improved)	0	\$5,220.00	\$0.00
Buying-Total/Partial Acquisition	29	\$2,030.00	\$58,870.00
Buying-Temporary/Access Rights	4	\$1,695.00	\$6,780.00
Right-of-Way Management	33	\$1,230.00	\$40,590.00
Contingency			\$980.00
Total Estimated Fee			\$186,115.00

1.9 In consideration of condemnation proceedings, the LPA agrees to pay the Right-of-Way Manager, Appraiser, Review Appraiser, Buyer, Relocation Agent, and Design Engineer on a daily basis (or on a pro-rata basis for less than an eight-hour day) the following sums:

	Pre-Trial Conference and Preparation:	Expert Witness Testimony in Court:
R/W Manager	\$1,200/Day	\$1,200/Day
Appraiser	\$1,000/Day	\$1,000/Day
Review Appraiser	\$1,200/Day	\$1,200/Day
Buyer	\$1,000/Day	\$1,000/Day
Design Engineer	\$1,200/Day	\$1,200/Day

1.10 The amount of final compensation will be adjusted according to the actual number and type of units of work performed.

1.11 The LPA, for and in consideration of the rendering of the services provided in Item 12.0 Construction Phase Office Services of Appendix “A” of this Contract, agrees to pay the CONSULTANT on the basis of the aggregate total of the actual hours of work performed by essential personnel exclusively working on the Contract. The total amount to be paid to CONSULTANT shall be the sum of the total direct salary and wages of each employee, plus the amount of the CONSULTANT’s overhead cost which shall be computed by multiplying the sum of the direct salary and wages by the CONSULTANT’s INDOT approved provisional overhead rate at the time the services were provided, plus 9.5% profit. The total compensation to be

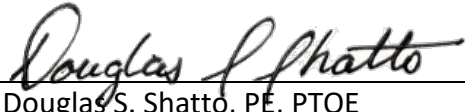
paid to the CONSULTANT shall not exceed \$13,207.70, unless approved by the LPA.

Except as herein modified, changed, and amended, all terms and conditions of the original Contract dated August 6, 2019, Amendment No. 1 dated May 25, 2021, Amendment No. 2 dated November 30, 2021 and Amendment No. 3 shall continue in full force and effect.

This Amendment No. 4 neither increases or decreases the previous not-to-exceed fee of \$837,997.00.

IN WITNESS WHEREOF, the parties have hereunto executed this Amendment No. 3 effective the day and year first above written.

LOCHMUELLER GROUP, INC.



Douglas S. Shatto, PE, PTOE
President/Chief Executive Officer

Attest:



David N. Goffinet
Regional Leader – Southwestern Indiana

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS**

Kyla Cox Deckard
President, Board of Public Works

Jennifer Lloyd
Vice President, Board of Public Works

Elizabeth Karon
Secretary, Board of Public Works

Beth Cate
Corporation Counsel, Office of the Mayor



Board of Public Works Staff Report

Project/Event: Request from F.A. Wilhelm for lane and sidewalk closures on S Strong Dr

Staff Representative: Paul Kehrberg

Petitioner/Representative: Michael Greven, F.A. Wilhelm

Date: March 14, 2023

Report: F.A. Wilhelm is continuing work on Catalent's Project Pegasus. Part of this work will include installing a new water main along the east side of S Strong Dr south of W Allen St. The work will require a lane closure, but will maintain two way traffic. They will also be closing the sidewalk due to the placement of the water main. A new sidewalk will be constructed upon completion of the work.

The closures will be in place from April 3 to April 28, 2023.



CATALENT - PROJECT PEGASUS

Catalent

March 6, 2023

Via E Mail

Board of Public Works
City of Bloomington
401 North Morton Street
Bloomington, IN 47404

RE: Catalent request for traffic restrictions in order to install new water line to serve Pegasus

Dear Mr. Kehrberg and Board Members,

The work is well underway at the Catalent Pegasus project. In order to complete the infrastructure needed for the facility, FA Wilhelm on behalf of Catalent is requesting a ROW permit in order to install a new water line adjacent to Strong Drive. The work is to be completed by Crider and Crider Construction and will take place between 04.03 and 04.28.23. The work will be completed in accordance with the attached MOT plan.

FA Wilhelm and Crider and Crider will coordinate with the City of Bloomington and City of Bloomington Utilities, law enforcement, Catalent and Organized Living to insure that the traffic restrictions are well communicated.

FA Wilhelm respectfully requests approval this ROW application in Board of Public Works meeting on March 14, 2023.

Please advise of any questions and thank you for your consideration.

Best regards,

Michael Greven, FA Wilhelm Sr. Project Manager

A handwritten signature in blue ink that reads 'Michael Greven'.

Cc: Rebecca Mullis, Catalent Project Manager
Mike Boggs, Catalent Facilities
FA Wilhelm Project Pegasus CM Team



CITY OF BLOOMINGTON

RIGHT-OF-WAY USE PERMIT APPLICATION

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

Phone: (812) 349-3913
Fax: (812) 349-3520
Email:
engineering@bloomington.in.gov

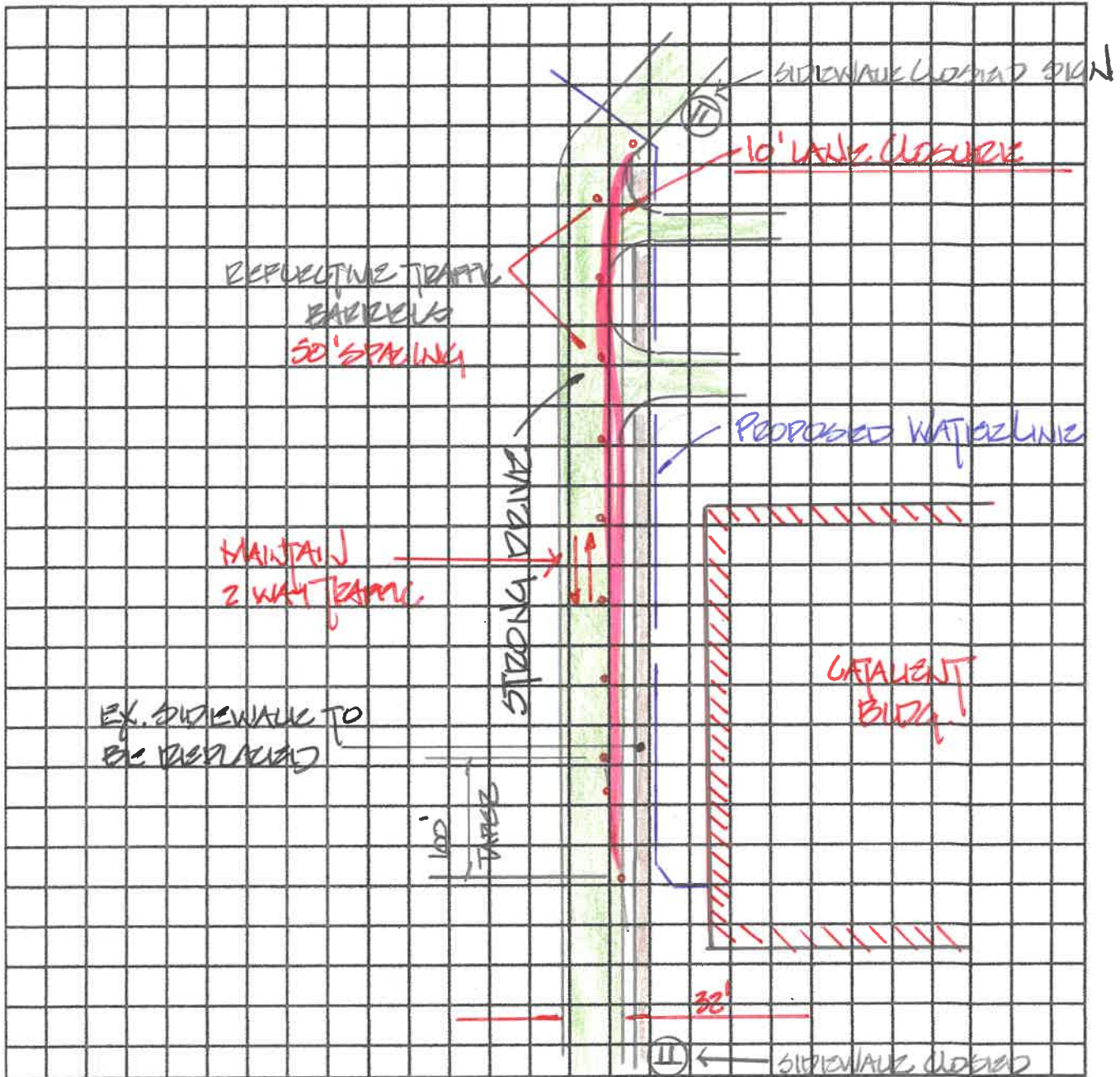
ROW EXCAVATION ROW USE
ADDRESS OF ROW ACTIVITY: _____

A. APPLICANT/AGENT INFORMATION: APPLICANT NAME: <u>MICHAEL GREVEN</u> E-MAIL: <u>michaelgreven@fa.wilhelm.com</u> COMPANY: <u>F.A. WILHELM CONSTRUCTION</u> ADDRESS: <u>3914 Prospect St.</u> CITY, STATE, ZIP: <u>INDIANAPOLIS, IN 46203</u> 24-HR EMERGENCY CONTACT NAME: <u>MICHAEL GREVEN</u> 24-HR CONTACT PHONE #: <u>317-650-1450</u> INSURANCE #: <u>AON RISK SERVICES</u> COMPANY: <u>SEE ATTACHED</u> BOND#: <u>107504600</u> COMPANY: <u>TRAVELERS</u> <small>* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small> **SUBCONTRACTOR INFORMATION** <small>(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)</small> COMPANY NAME: <u>Crider and Crider, Inc</u>	D. TRAFFIC CONTROL DEVICES*: <input checked="" type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD <input type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES <input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER <small>*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet</small> E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <small>IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/ MOVING OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436</small>
B. WORK DESCRIPTION: <input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): <u>Waterline Trench Excavation adjacent to curb</u> <small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small>	F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT? PROJECT NAME: _____ PROJECT #: _____ PROJECT MGR.: _____ PROJECT MGR. #: _____ <small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY</small>
C. RIGHT OF WAY TO BE USED/CLOSED: STREET NAME 1: <u>Strong Drive</u> 1ST INTERSECTING STREET NAME: <u>1000 LF south of Allen St.</u> 2ND INTERSECTING STREET NAME: <u>2000 LF south of Allen St.</u> <input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input checked="" type="checkbox"/> N **NON-METERED START DATE: _____ END DATE: _____ # OF DAYS*: _____ STREET NAME 2: <u>N/A</u> 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED START DATE: <u>4/3/23</u> END DATE: <u>4/28/23</u> # OF DAYS*: <u>20</u> <small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small> STANDARD CLOSURE HOURS MON-FRI*: <u>9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM</u> STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> REQUESTED CLOSURE HOURS: <u>7:00</u> AM - <u>6:00</u> PM <small>*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)</small>	G. EXCAVATIONS: SQ FT OF PAVEMENT* EXCAVATIONS: <u>300 SF</u> <small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small> SQ FT OF NON-PAVEMENT* EXCAVATIONS: <u>4,250 SF</u> <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: _____ <small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small> # OF POLE INSTALLATIONS/REMOVAL: _____ SQ FT OF SIDEWALK RECONSTRUCTION*: <u>4,250 SF</u> <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small> SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small> #RESIDENTIAL DRIVEWAY INSTALLATION: _____ <div style="text-align: center;">  <small>Know what's below. Call before you dig.</small> </div> TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.
H. INDEMNIFICATION AGREEMENT: <small>The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.</small> I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE. PRINT NAME: _____ SIGNATURE: <u>MICHAEL GREVEN</u> DATE: <u>02.22.23</u>	

For Administration Use Only (applicable to CLOSURE approval)

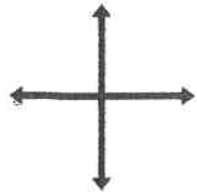
Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



NOTES/ADDITIONAL INFORMATION/LEGEND:

PROPOSED CLOSURE: 10' LANE ON EAST SIDE OF STRONG DRIVE



Additional Temporary Traffic Control Resource(s):
 MUTCD https://mutcd.fhwa.dot.gov/htm/2009/part6/part6_toc.htm



Board of Public Works Staff Report

Project/Event:	Request from Duke Energy for lane closures for vegetation clearing for Phase 2 of the Bloomington Reliability Project
Staff Representative:	Paul Kehrberg
Petitioner/Representative:	Dawn Brunk, Duke Energy
Date:	March 14, 2023

Report: Duke Energy is continuing work on the Bloomington Reliability Project. Phase 3 is currently underway, and work will be starting on Phase 2. Phase 2 will connect the substation at N Dunn St and E 13th St will the substation at N Rogers St and W 11th St. The work is planned for N Dunn St, E 17th St, W 17th St, and N Jackson St.

The initial part of the project will be vegetation clearing, which will take place for 14 days between March 15th and April 14th, 2023. This work will require lane closures as crews move along the route.

Duke Energy sent notifications to all adjacent properties and tenants in November 2022. City of Bloomington Engineering staff receive weekly progress updates about the upcoming work on the Reliability Project from Duke



1000 East Main Street
Plainfield, IN 46168

o: 317-838-1142
c: 317-697-1873

Mar. 10, 2023

Board of Public Works
401 North Morton Street
Bloomington, IN 47404

Re: Duke Energy Vegetation ROW Work

Dear Board Members:

Duke Energy will begin work in March 2023 to clear vegetation along 17th Street in preparation for the new planned transmission line. This project is part of a multi-year project that began in 2016 to help meet the growing demand for electricity and adequately serve the city. Duke Energy has worked closely with the city and local officials to plan the project.

In order to facilitate this project, Duke Energy is respectfully requesting temporary lane closures in the following locations:

- East 17th Street between Lincoln St and Madison St.

This information is included in the attached Management of Traffic Plan. Duke Energy will coordinate with the City of Bloomington, City of Bloomington Utilities, law enforcement and transit providers to ensure that this restriction and closure information is well communicated. Therefore, Duke Energy respectfully requests that the Board of Public Works approves the restrictions closure referenced above for 14 days from March 15, 2023 to April 14, 2023.

Sincerely,

A handwritten signature in black ink that reads "Dawn M. Brunk". The signature is written in a cursive, flowing style.

Dawn Brunk, Project Manager



Street Address
Mail Code
City, State Zip
o: 000.000.0000
c: 000.000.0000
f: 000.000.0000

Mar. 10, 2023

Board of Public Works
401 North Morton Street
Bloomington, IN 47404

Re: Duke Energy Vegetation ROW Work

Dear Board Members:

Duke Energy will begin work in March 2023 to clear vegetation along East 17th Street for the new planned transmission line. This work is one phase of a multi-year effort known as the Bloomington Reliability Project. Planning for the project began in 2016 to help meet the growing demand for electricity and to adequately serve the city.

The project includes the installation of new power lines that will feed three substations in a 3.3-mile transmission corridor and provide a continuous, enhanced reliable flow of energy for the Bloomington community. The project also:

- Provides additional capacity to deliver reliable electricity to help meet the growing needs of Bloomington and Duke Energy customers
- Provides more options for delivering and managing power in the area, enhancing the integrity of the system
- Improves electrical system reliability
- Better addresses the impact of severe weather in the city by improving the resiliency of the electric system and allowing for quicker recovery of service during storm-related outages
- Maintains a robust system for supplying and delivering electricity, which is integral to help ensure the continued economic growth and prosperity of the city and region
- Improves power quality and reliability now and in the future

Construction for the project has been divided into three phases. Phase 1 was completed in 2019 with the installation of the new 11th Street substation and transmission line system along North Rogers Street. Phase 3 is now in construction to connect the 11th Street substation to the substation on South Rogers Street. Duke Energy is now preparing for Phase 2 to connect the Dunn Street substation to the existing 69128 line at 17th St and Jackson St, which will begin with the vegetation work along the route (see attached map).

The vegetation work will require temporary lane closures as submitted with the Right-Of-Way Use Permit Application for 14 days from March 15, 2023 to April 14, 2023.

Duke Energy has worked closely with City of Bloomington officials throughout the planning process on all phases of the project. We have also hosted informational community forums to gather input and evaluate options for the new transmission line route to be the least impactful to the community. We have continued to communicate with stakeholders along the route and in the community:

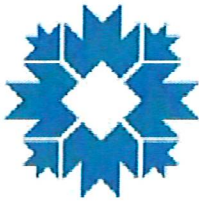
- Project webpage launched in early 2022: [Bloomington Reliability Project – Duke Energy \(duke-energy.com\)](https://www.duke-energy.com)
- January 18, 2022: Phase 3 notification letter mailed to property owners and current tenants in the project area
- June 29, 2022: Phase 3 update postcard mailed notifying neighbors that the project schedule has shifted to 2023
- November 14, 2022:
 - Phase 3 - Update postcard mailed to property owners and tenants in the project area notifying them of upcoming work in 2023
 - Phase 2 – Notification letter mailed to property owners and tenants in the project area
- Vegetation management has communicated with all property owners, either in person or by phone. That communication included property owners with trees in City rights of way
- News release currently being prepared jointly with Duke Energy and City of Bloomington

The project will continue to be managed in coordination with Duke Energy and the City of Bloomington. Questions about the project can be directed to Dawn Brunk at dawn.brunk@duke-energy.com.

Sincerely,

A handwritten signature in black ink that reads "Dawn M. Brunk". The signature is written in a cursive, flowing style.

Dawn Brunk, Project Manager



CITY OF BLOOMINGTON
RIGHT-OF-WAY USE PERMIT APPLICATION

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

Phone: (812) 349-3913
Fax: (812) 349-3520
Email: engineering@bloomington.in.gov

[X] ROW EXCAVATION [] ROW USE

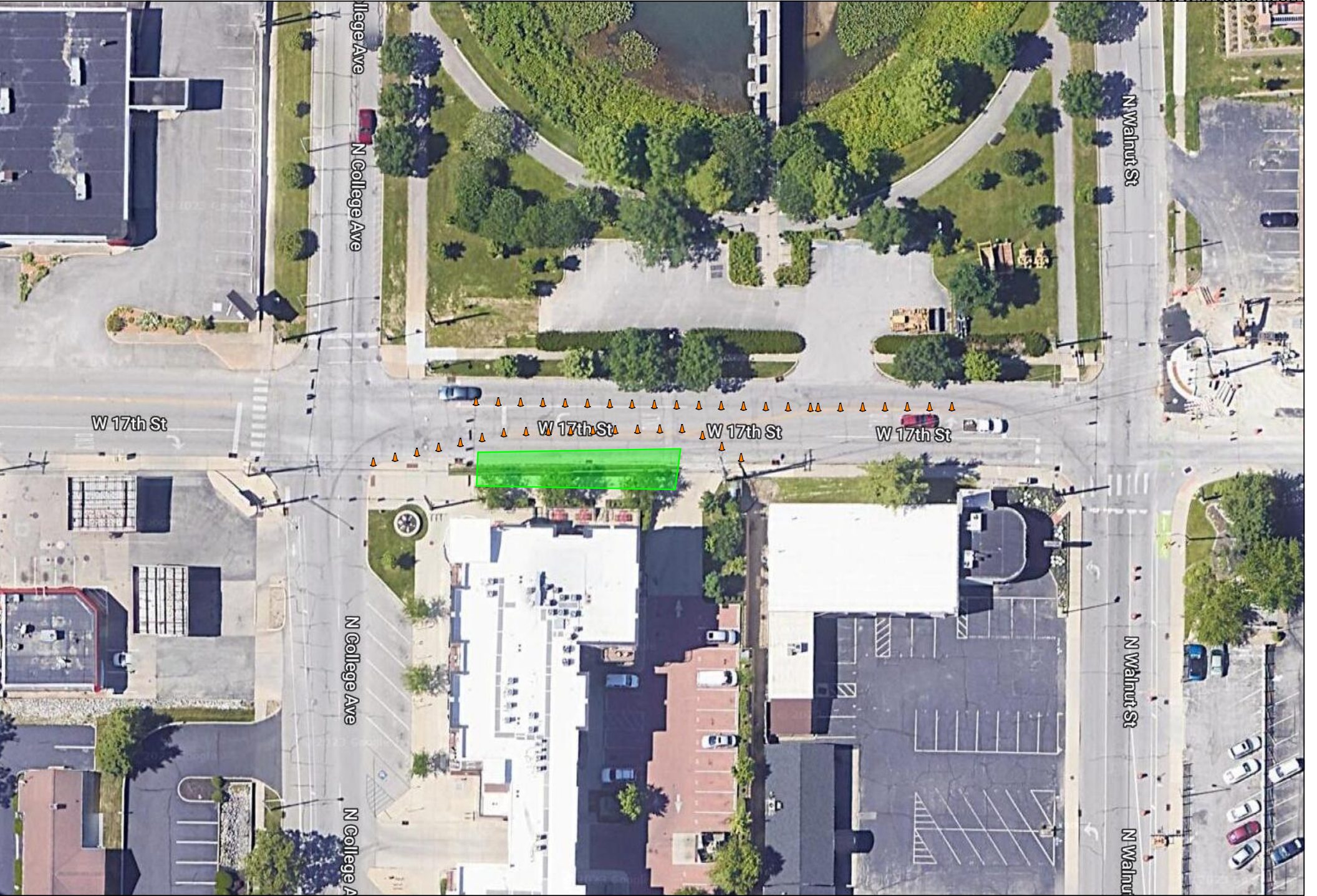
ADDRESS OF ROW ACTIVITY:

Form with sections A through H. Section A: Applicant/Agent Information (John Wright, Duke Energy, 1000 East Main Street). Section B: Work Description (Tree trimming). Section C: Right of Way to be Used/Closed (E 17th Street, N Lincoln St, Madison St). Section D: Traffic Control Devices (Cones, Flaggers). Section E: Metered Parking Spaces Needed (None). Section F: Project Information (69128 BLM Phase 2 Reliability project). Section G: Excavations. Section H: Indemnification Agreement.

For Administration Use Only (applicable to CLOSURE approval)

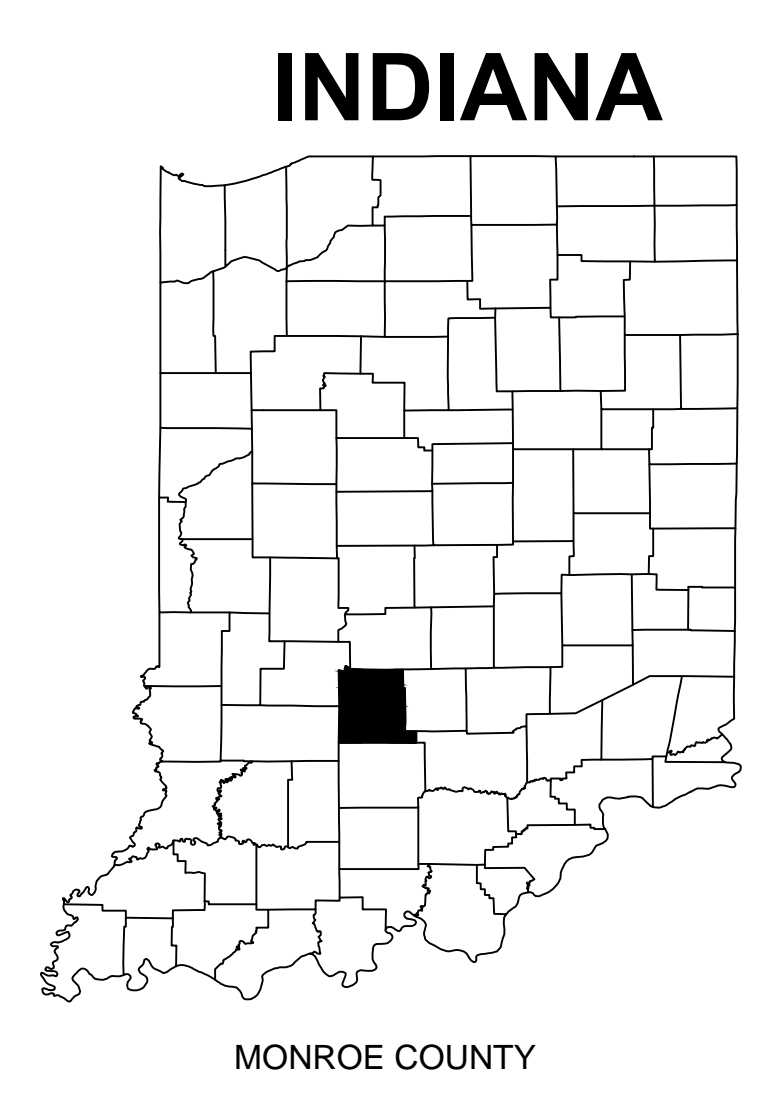
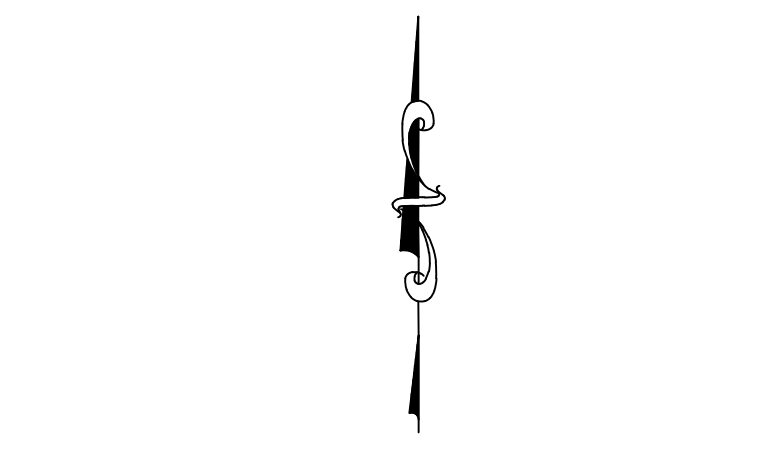
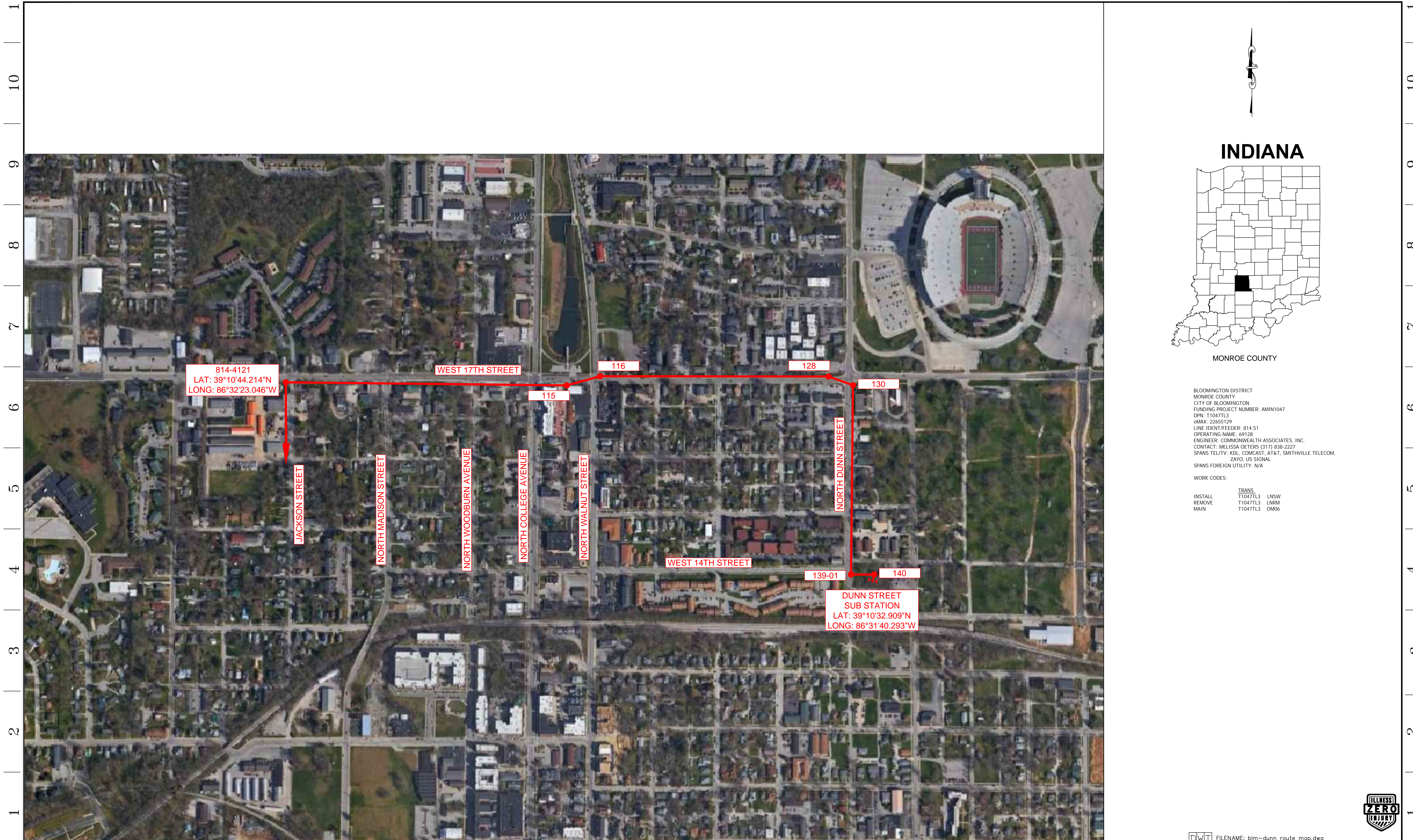
Approved By: [] BPW [] City Engineer [] Director Date:

Staff Representative: Phone#: Date:





A B C D E F G H J K L M N P R S T



BLOOMINGTON DISTRICT
 MONROE COUNTY
 CITY OF BLOOMINGTON
 FUNDING PROJECT NUMBER: AMIN1047
 DPN: T1047TL3
 GMAX: 2265129
 LINE IDENT/FEEDER: 814.51
 OPERATING NAME: 69128
 ENGINEER: COMMONWEALTH ASSOCIATES, INC.
 CONTACT: MELISSA OETERS (317) 838-2227
 SPANS TEL/TV: KDL, COMCAST, AT&T, SMITHVILLE TELECOM,
 ZAYO, US SIGNAL
 SPANS FOREIGN UTILITY: N/A

WORK CODES:

INSTALL	TRANS
REMOVE	T1047TL3 LNSW
MAIN	T1047TL3 LNRM
	T1047TL3 OM06

FOR CONSTRUCTION 5/10/19		THIS DRAWING OR BILL OF MATERIAL IS CONFIDENTIAL AND MAY NOT BE LOANED, REPRODUCED OR COPIED, EITHER WHOLLY OR IN PART, OR MADE PUBLIC IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF DUKE ENERGY CORPORATION.	DRAFTED BY: JAM DESIGNED/CHECKED BY: JTL ENGINEER: AMK DETAIL PROJECT NO: T1047TL3 BM/FUNDING PROJECT: AMIN1047 DATE ISSUED: 5/10/19	<input type="checkbox"/> PRELIMINARY APPROVAL <input type="checkbox"/> AS BUILT DATE _____ NAME _____	ROUTE MAP BLOOMINGTON DUNN STREET SUBSTATION- BLOOMINGTON WEST SUBSTATION 69128 (PHASE 2) MONROE COUNTY, IN
		FILENAME: blm-dunn route map.dwg			SCALE: _____ SCALE FACTOR: _____ STA NO: _____ REV: _____ DWG NO: SHEET 1 OF 1

A B C D E F G H J K L M N P R S T



Board of Public Works Staff Report

Project/Event: Request from CoreBuilt Contracting, Inc. for right of way use at 210 E Kirkwood Ave

Staff Representative: Paul Kehrberg

Petitioner/Representative: Tea Shehadeh, CoreBuilt Contracting, Inc.

Date: March 14, 2023

Report: CoreBuilt Contracting, Inc. is requesting to place a dumpster in metered parking spaces in front of 210 E Kirkwood Ave. They will be building out a tenant space in the Graduate Hotel building. The dumpster will be in place from March 15, 2023 to June 1, 2023. CoreBuilt Contracting, Inc. has agreed to remove the dumpster for graduation weekend, May 5-7, 2023.

Additionally, they are requesting temporary use of the right of way to place a barrier wall in front of the building. This will serve to separate the construction area from the sidewalk. At least six feet of clear sidewalk will remain open adjacent to the temporary wall. The doors will open inward nothing will be fastened to the brick sidewalks.

CoreBuilt Contracting, Inc. has confirmed they have been in contact with the Graduate Hotel to notify all of the tenants within the affected area.



February 22nd, 2023

Via Electronic Delivery

Board of Public Works
City of Bloomington
401 North Morton Street
Bloomington, IN 47404

RE: E. Kirkwood Avenue requested lane restrictions

Dear Board Members,

CoreBuilt Contracting, Inc. is planning on an interior buildout for a Sweetgreen restaurant in the Graduate Hotel located at 210 Kirkwood Avenue Bloomington, IN 47408. We are respectfully requesting the parking space for the dumpster and permission to take the right away of the sidewalk for a temporary barricade while construction is being done. CoreBuilt Contracting, Inc. is requesting temporary parking spot and the right away of the sidewalk closures during March 15th 2023 through June 1st 2023.

CoreBuilt Contracting, Inc. will coordinate with the City of Bloomington Utilities, law enforcement, and transit providers to assure the restriction and closure information is well communicated. Therefore, CoreBuilt Contracting, Inc. respectfully requests that the Board of Public works approves the restrictions closure referenced above from March 15th 2023 through June 1st, 2023.

Kind Regards,

A handwritten signature in blue ink, appearing to read "Tea Shehadeh".

Tea Shehadeh
Project Manager
CoreBuilt Contracting, Inc.



Paul Kehrberg <kehrberp@bloomington.in.gov>

Re: Sweetgreen ROW Permit

Tea Shehadeh <ts@core-built.com>

Wed, Feb 22, 2023 at 3:49 PM

To: Paul Kehrberg <kehrberp@bloomington.in.gov>

Good afternoon, Paul,

We officially have started construction as of Monday 2/20. So, we are looking to have a dumpster as soon as the ROW permit is approved.

Please see attached letter. We have been in communication with the building engineer of the graduate hotel he is in understanding of where we are placing the dumpster and has notified all tenants within the space.

Is there anything else you may need from me?

[Quoted text hidden]



20230222_CONTRACTING.pdf
206K



sweetgreen

3101 W. EXPOSITION BLVD.
LOS ANGELES, CALIFORNIA 90018

THESE DRAWINGS & SPECIFICATIONS ARE CONFIDENTIAL AND SHALL REMAIN THE SOLE PROPERTY OF SWEETGREEN CORPORATION. THEY SHALL NOT BE REPRODUCED (IN WHOLE OR IN PART), SHARED WITH THIRD PARTIES OR USED IN ANY MANNER ON OTHER PROJECTS OR EXTENSIONS TO THIS PROJECT WITHOUT THE PRIOR WRITTEN CONSENT OF SWEETGREEN CORPORATION. THESE DRAWINGS & SPECIFICATIONS ARE INTENDED TO EXPRESS DESIGN INTENT FOR A PROTOTYPICAL SWEETGREEN STORE WHICH IS SUBJECT TO CHANGE AT ANY TIME AND MAY NOT REFLECT ACTUAL SITE CONDITIONS. NEITHER PARTY SHALL HAVE ANY OBLIGATION OR LIABILITY TO THE OTHER (EXCEPT AS STATED ABOVE) UNTIL A WRITTEN AGREEMENT IS FULLY EXECUTED.

ARCHITECT OF RECORD:

HARLAN R. FAUST
ARCHITECT

HARLAN R. FAUST, ARCHITECT
14344 "Y" STREET, SUITE 204
OMAHA, NE 68137-2805
402.895.0878
402.895.9561 FAX
www.hfaarchitects.com

STAMP:

**BID SET -
NOT FOR
CONSTRUCTION**

09/29/2022

PROJECT INFORMATION:
BLOOMINGTON
PROJECT INFORMATION:
**210 E. KIRKWOOD AVENUE
BLOOMINGTON, IN 47408**

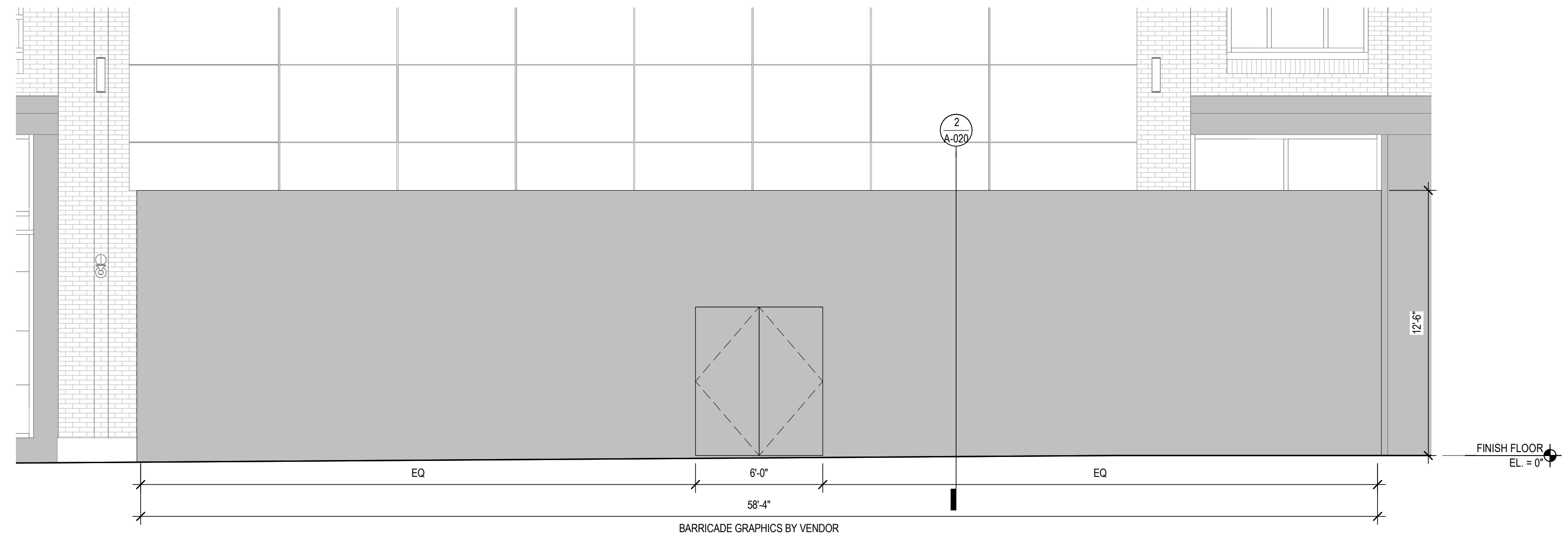
DRAWN BY: ET
CHECKED BY: ST
PROJECT MANAGER: ST
SG DESIGN MANAGER: LK
SG CONSTR. MANAGER: JB
PROJECT NO: 090921
TEMPLATE VERSION: 211018.01

REVISIONS

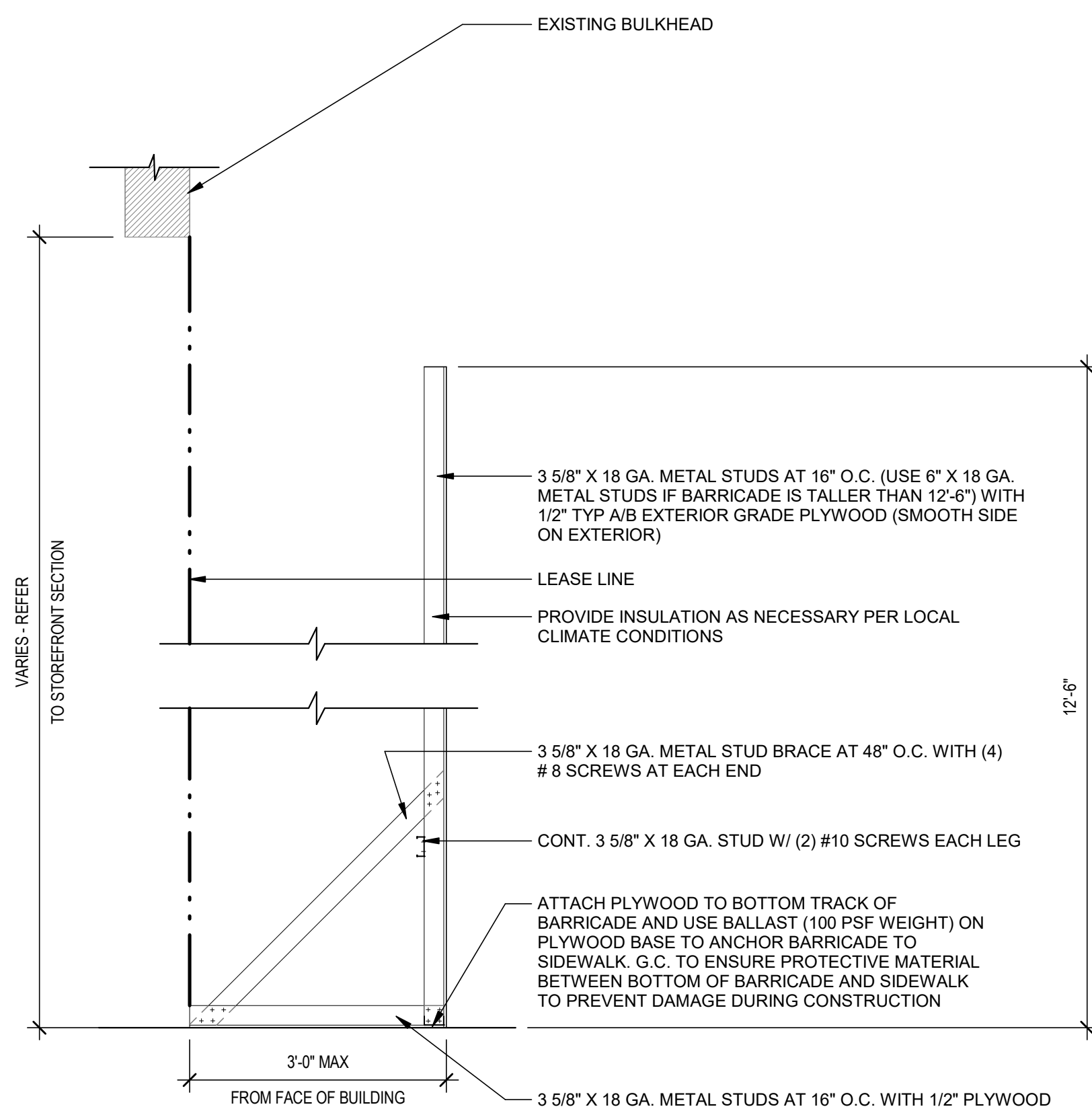
REV. DATE DESCRIPTION

**BARRICADE PLANS,
ELEVATIONS &
DETAILS**

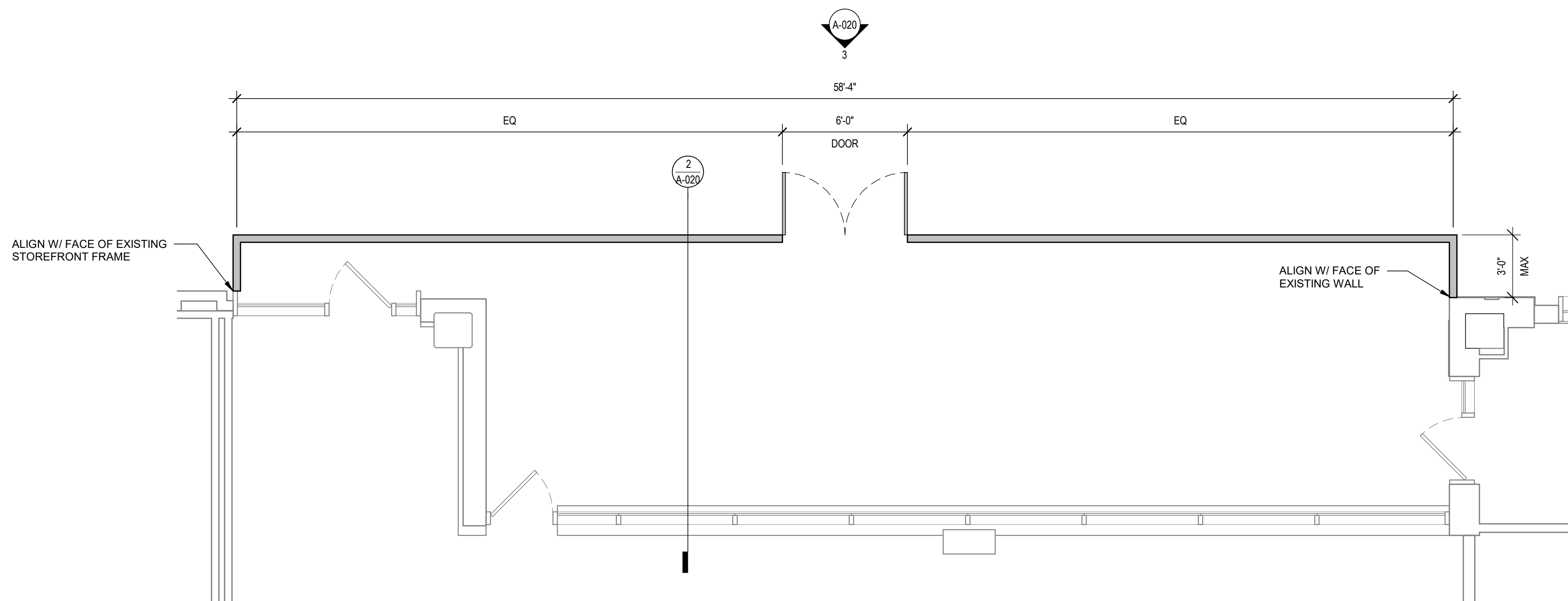
A-020



3 ELEVATION - CONSTRUCTION BARRICADE
1/4" = 1'-0"



2 STOREFRONT BARRICADE - EXTERIOR
NTS



1 CONSTRUCTION BARRICADE PLAN
1/4" = 1'-0"

9/29/2022 10:31:43 AM



CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

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

Phone: (812) 349-3913
Fax: (812) 349-3520
Email:
engineering@bloomington.in.gov

ROW EXCAVATION ROW USE

ADDRESS OF ROW ACTIVITY: _____

A. APPLICANT/AGENT INFORMATION:		D. TRAFFIC CONTROL DEVICES*:	
APPLICANT NAME: <u>Tea Shehadeh</u>		<input type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD	
E-MAIL: <u>TS@core-built.com</u>		<input type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES	
COMPANY: <u>Core Built Contracting</u>		<input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER	
ADDRESS: <u>1900 Greenwood St. Suite #9</u>		*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED. See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet	
CITY, STATE, ZIP: <u>Evanston, IL 60201</u>			
24-HR EMERGENCY CONTACT NAME: <u>Alex Rivas</u>		E. METERED PARKING SPACES NEEDED: <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
24-HR CONTACT PHONE #: <u>708-256-4727</u>		IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436	
INSURANCE #*: <u>CL0234451</u> COMPANY: <u>Core Built</u>		F. IS THIS A <input type="checkbox"/> CBU* <input checked="" type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?	
BOND #*: _____ COMPANY: _____		PROJECT NAME: <u>Sweetgreen</u>	
*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED		PROJECT #: <u>Permit #C-22-201</u>	
SUBCONTRACTOR INFORMATION		PROJECT MGR.: <u>Johnathan Davila</u>	
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)		PROJECT MGR. #: <u>512-762-2633</u>	
COMPANY NAME: _____		*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY	
B. WORK DESCRIPTION:		*IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY	
<input checked="" type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE*		G. EXCAVATIONS:	
(EXPLAIN): <u>Temporary Storefront Barricade</u>		SQ FT OF PAVEMENT* EXCAVATIONS: _____	
*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND		*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS	
C. RIGHT OF WAY TO BE USED/CLOSED: 1 Parking Spots		SQ FT OF NON-PAVEMENT* EXCAVATIONS: _____	
STREET NAME 1: <u>E. Kirkwood Avenue</u>		*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE	
1ST INTERSECTING STREET NAME: <u>S. Lincoln Street</u>		LINEAL FT OF BORE*: _____	
2ND INTERSECTING STREET NAME: <u>S. Washington Steet</u>		*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS	
<input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>		# OF POLE INSTALLATIONS/REMOVAL: _____	
<input checked="" type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input checked="" type="checkbox"/> OTHER		SQ FT OF SIDEWALK RECONSTRUCTION*: _____	
TRANSIT STOP? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N PARKING LANE(S)** <input checked="" type="checkbox"/> Y <input type="checkbox"/> N NON-METERED		*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED	
START DATE: <u>3/15/2023</u> END DATE: <u>6/1/2023</u> # OF DAYS*: _____		SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____	
STREET NAME 2: _____		*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE	
1ST INTERSECTING STREET NAME: _____		#RESIDENTIAL DRIVEWAY INSTALLATION: _____	
2ND INTERSECTING STREET NAME: _____		 <p>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.</p>	
<input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>			
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		H. INDEMNIFICATION AGREEMENT:	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input checked="" type="checkbox"/> Y <input type="checkbox"/> N NON-METERED		The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.	
START DATE: _____ END DATE: _____ # OF DAYS*: _____		I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.	
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW		PRINT NAME: <u>Tea Shehadeh</u>	
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM		SIGNATURE: <u>Tea Shehadeh</u>	
STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/>		DATE: <u>2/15/2023</u>	
REQUESTED CLOSURE HOURS: _____ AM - _____ PM			
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process			
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)			

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



Board of Public Works Staff Report

Project/Event: Atlantic Engineering Group (AEG)
Staff Representative: Jason Kerr
Petitioner/Representative: Bret Simons
Date: March 14, 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 17th 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 4 area projects to be granted through this BPW meeting. The following areas include...

E 17 th St	E 17 th St between N Fess Ave and 45/46 Bypass
W 17 th St	W 17 th St between N Walnut St and I69 Interstate
S Tudor Ln	North to south, this is between E Winslow Rd and S Walnut St Pk West to east, this is between S Walnut St and S Kingsbury Ave
S Xavier Ct	North to south, this is between E Winslow Farm Dr & E Jennifer Dr Wes to east, this is between S Brainbridge Dr and S Abby Ln



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




CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

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

Phone: (812) 349-3913
Fax: (812) 349-3520
Email:
engineering@bloomington.in.gov

ROW EXCAVATION ROW USE

ADDRESS OF ROW ACTIVITY: E 17th St

A. APPLICANT/AGENT INFORMATION:		D. TRAFFIC CONTROL DEVICES*:	
APPLICANT NAME: <u>Bret Simons</u>		<input checked="" type="checkbox"/> CONES	<input type="checkbox"/> ARROWBOARD
E-MAIL: <u>bret.simons@aeg.cc</u>		<input type="checkbox"/> LIGHTED BARRELS	<input checked="" type="checkbox"/> TYPE 3 BARRICADES
COMPANY: <u>Atlantic Engineering Group</u>		<input checked="" type="checkbox"/> FLAGGERS	<input type="checkbox"/> BPD OFFICER
ADDRESS: <u>P.O. Box 349</u>		*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED. See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet	
CITY, STATE, ZIP: <u>Buford, GA 30515</u>		E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input type="checkbox"/> N	
24-HR EMERGENCY CONTACT NAME: <u>(706)654-2298</u>		IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436	
24-HR CONTACT PHONE #: _____		F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?	
INSURANCE #*: <u>TB5-691-473497-082</u> COMPANY: <u>ACORD</u>		PROJECT NAME: <u>BLN01a-F03 E 17th St</u>	
BOND #*: <u>1160465</u> COMPANY: <u>LEXON</u>		PROJECT #: <u>BLN01a-F03 E 17th St</u>	
*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED		PROJECT MGR.: <u>Lex Mullins</u>	
SUBCONTRACTOR INFORMATION		PROJECT MGR. #: <u>215-847-8819</u>	
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)		*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY	
COMPANY NAME: _____		*IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY	
B. WORK DESCRIPTION:		G. EXCAVATIONS:	
<input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE*		SQ FT OF PAVEMENT* EXCAVATIONS: <u>N/A</u>	
(EXPLAIN): <u>Excavation</u>		*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS	
EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND		SQ FT OF NON-PAVEMENT EXCAVATIONS: <u>5 Sq Ft</u>	
C. RIGHT OF WAY TO BE USED/CLOSED:		*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE	
STREET NAME 1: <u>E 17th St</u>		LINEAL FT OF BORE*: <u>5,329 Lineal Ft</u>	
1ST INTERSECTING STREET NAME: _____		*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS	
2ND INTERSECTING STREET NAME: _____		# OF POLE INSTALLATIONS/REMOVAL: <u>N/A</u>	
<input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>		SQ FT OF SIDEWALK RECONSTRUCTION*: <u>N/A</u>	
<input checked="" type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		SQ FT OF SIDEWALK NEW CONSTRUCTION*: <u>N/A</u>	
START DATE: <u>Mar 17th</u> END DATE: _____ # OF DAYS*: <u>30</u>		*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE	
STREET NAME 2: _____		#RESIDENTIAL DRIVEWAY INSTALLATION: <u>N/A</u>	
1ST INTERSECTING STREET NAME: _____		 <p>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. IT'S THE LAW.</p>	
2ND INTERSECTING STREET NAME: _____			
<input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>		H. INDEMNIFICATION AGREEMENT:	
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.	
START DATE: _____ END DATE: _____ # OF DAYS*: _____		PRINT NAME: <u>Bret Simons</u>	
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW		SIGNATURE: <u>Bret Simons</u>	
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM		DATE: <u>2/24/2023</u>	
STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/>			
REQUESTED CLOSURE HOURS: _____ AM - _____ PM			
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process			
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)			

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____




Staff Representative: _____ Phone#: _____ Date: _____

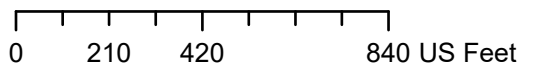


Esri, HERE, Garmin, INCREMENT P, NGA, USGS



Legend BLN01a-F03_E 17th St

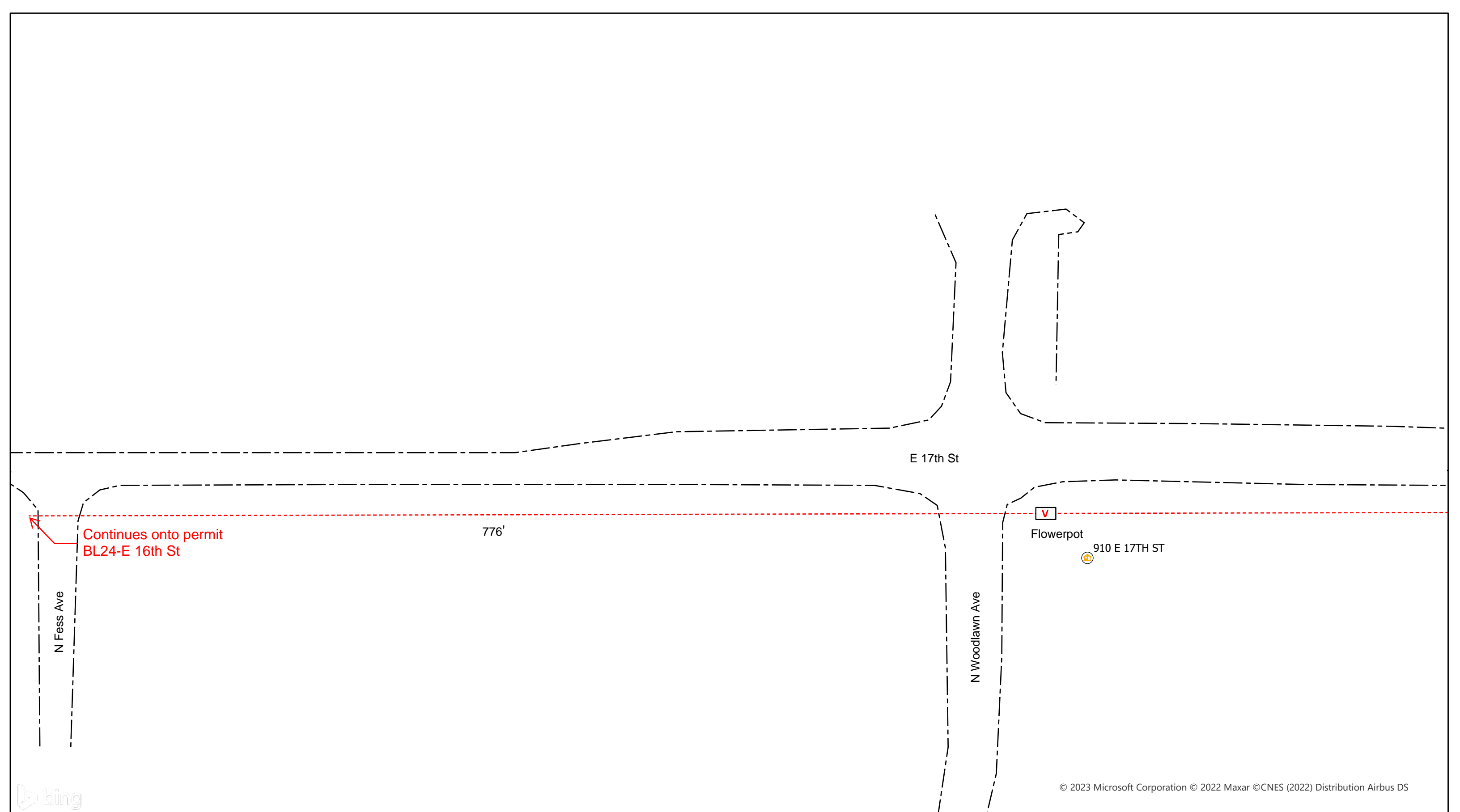
-  Grids
-  Conduit
-  Overhead Strand



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





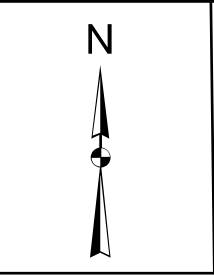
© 2023 Microsoft Corporation © 2022 Maxar ©CNES (2022) Distribution Airbus DS

0 0.001 0.01 Miles

Legend

- - - Conduit
- Bloomington_Parcels
- Address
- V Vaults
- Grids

All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION

Print 2 of 6

1490 N FEE LN

N Fee Ln

E 17th St

776'

V

Flowerpot

776'

1000 E
17TH ST

N Walnut Grove St

N Fee Ln

1225 N FEE LN

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0 0.01 0.01 Miles

Legend

- - - Conduit
- Bloomington_Parcels
- Address
- V Vaults
- Grids

All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



1413 E
17TH ST

1413 E 17TH
ST UNIT A
1413 E 17TH
ST UNIT C
17TH ST UNIT B

E 17th St

V

Flowerpot

776'

V

Flowerpot



0 0.01 0.01 Miles

Legend

- - - Conduit
- Bloomington_Parcels
- Address
- V Vaults
- Grids

All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



1469 E
17TH ST

N Eagleson Ave

E 17th St

817'

V
Flowerpot

N Eagleson Ave

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0 0.01 0.01 Miles

Legend

- - - Conduit
- Bloomington_Parcels
- Address
- V Vaults
- Grids

All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



1410 N DAVID
BAKER AVE

1400 N DAVID
BAKER AVE

SR45/46 Bypass

Continues onto permit
BL33-SR45_INDOT

E 17th St

673'

V

Flowerpot

735'

2200 E
LINGELBACH LN

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0 0.01 0.01 Miles

Legend

- - - Conduit
- Bloomington_Parcels
- Address
- V Vaults
- Grids

All Flowerpots 12" DIA

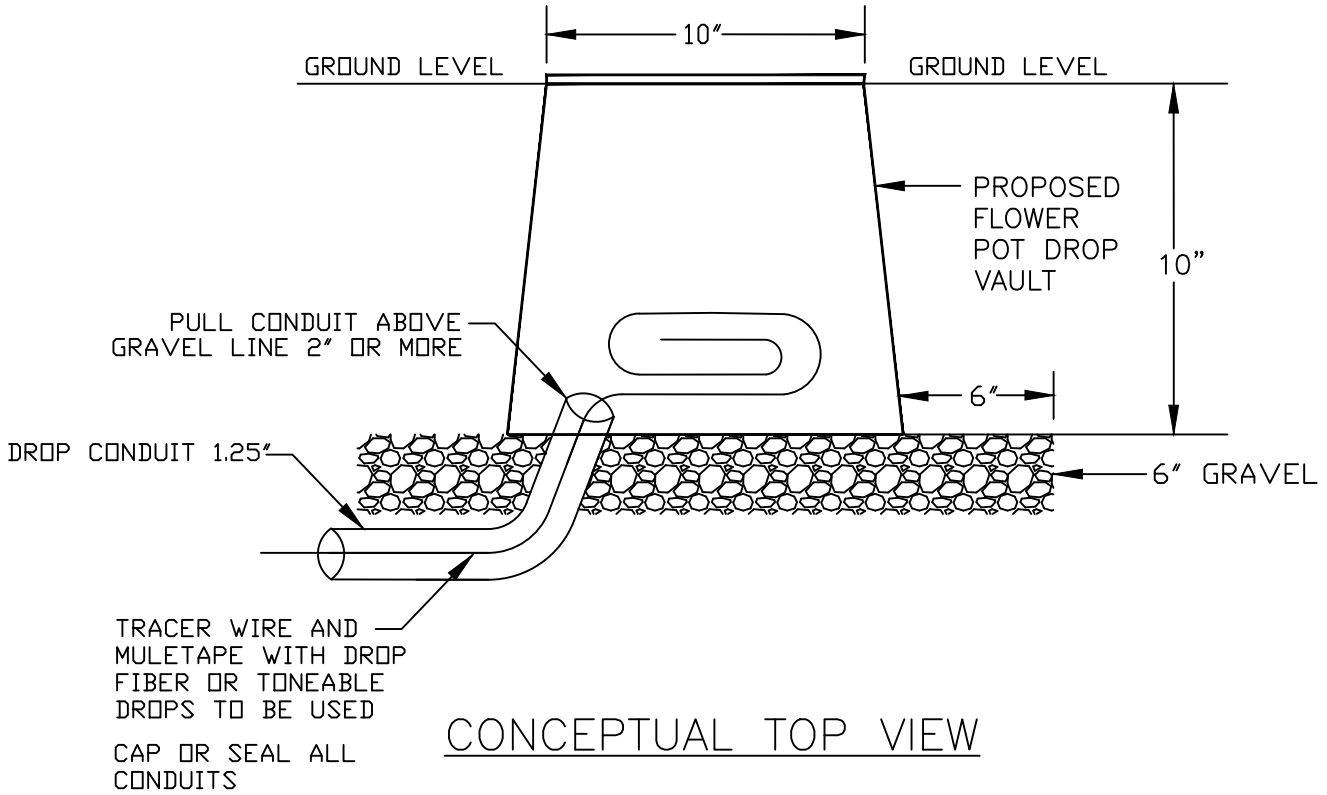


City of Bloomington, IN Permit:
Design View

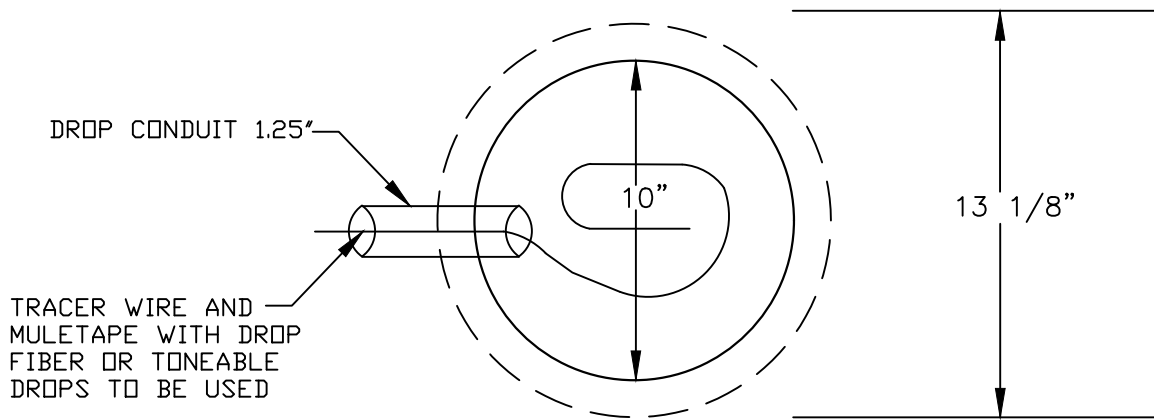
INI	BY	DATE	DESCRIPTION



CONCEPTUAL SIDE VIEW



CONCEPTUAL TOP VIEW

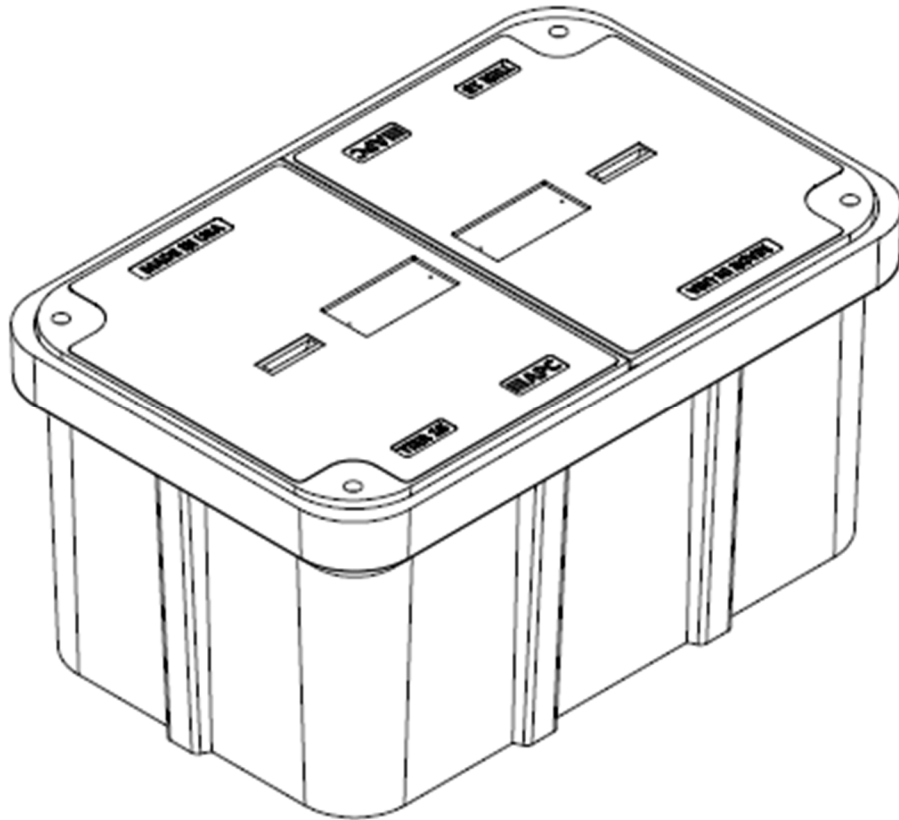


FLOWER POT

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"x48"x18"	Tier 15	P304818HU15...	460 lbs.
PC Unit – TIER 22	30"x48"x18"	Tier 22	P304818HU22...	525 lbs.
PC Unit – TIER 15	30"x48"x24"	Tier 15	P304824HU15...	510 lbs.
PC Unit – TIER 22	30"x48"x24"	Tier 22	P304824HU22...	575 lbs.
PC Unit – TIER 15	30"x48"x36"	Tier 15	P304836HU15...	615 lbs.
PC Unit – TIER 22	30"x48"x36"	Tier 22	P304836HU22...	680 lbs.

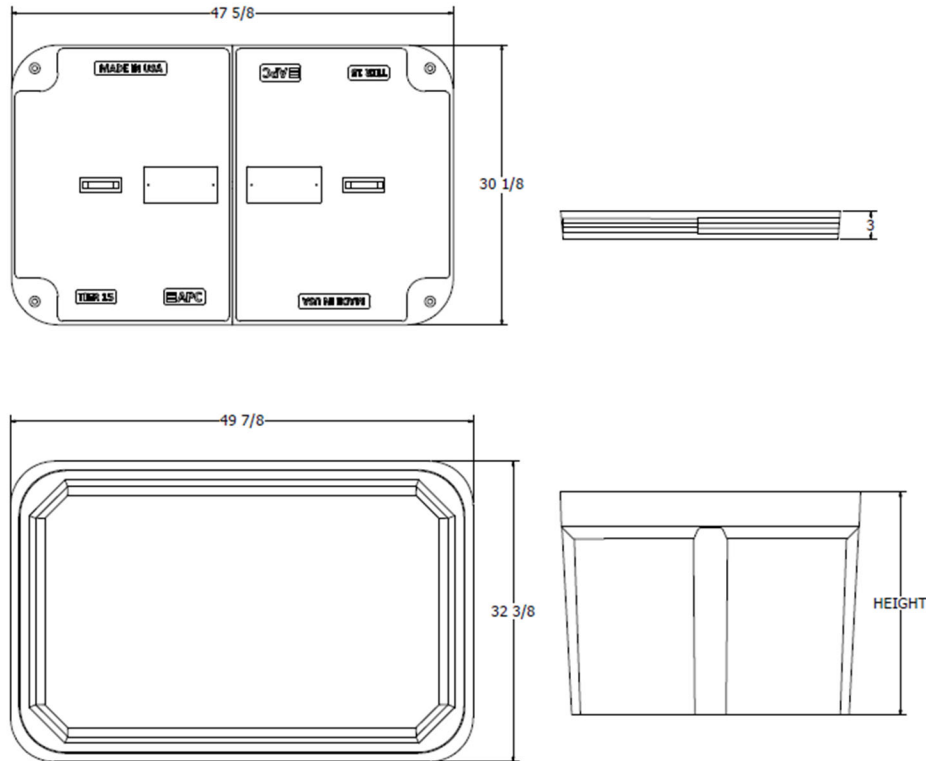


30"x48" PC UNIT, 2PC TIER 15/22

18", 24", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	30"x48"x18"	Tier 22	P304818B22	185 lbs.
Replacement Box	30"x48"x24"	Tier 22	P304824B22	235 lbs.
Replacement Box	30"x48"x36"	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



Machine Thread



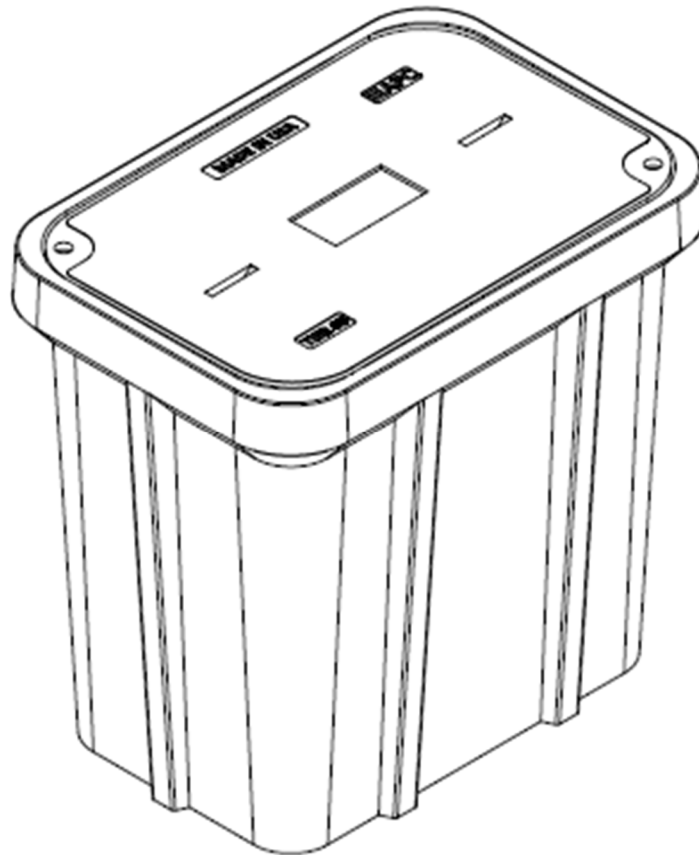
Auger Thread



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	24x36"x18"	Tier 15	P243618U15...	335 lbs.
PC Unit – TIER 22	24x36"x18"	Tier 22	P243618U22...	355 lbs.
PC Unit – TIER 15	24x36"x24"	Tier 15	P243624U15...	365 lbs.
PC Unit – TIER 22	24x36"x24"	Tier 22	P243624U22...	385 lbs.
PC Unit – TIER 15	24x36"x30"	Tier 15	P243630U15...	395 lbs.
PC Unit – TIER 22	24x36"x30"	Tier 22	P243630U22...	415 lbs.
PC Unit – TIER 15	24x36"x36"	Tier 15	P243636U15...	425 lbs.
PC Unit – TIER 22	24x36"x36"	Tier 22	P243636U22...	445 lbs.

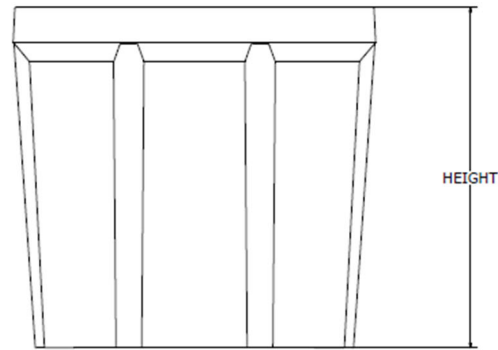
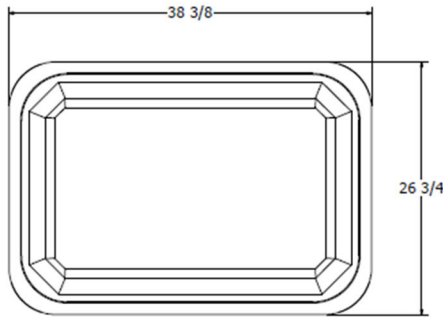
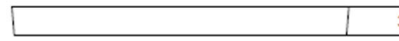
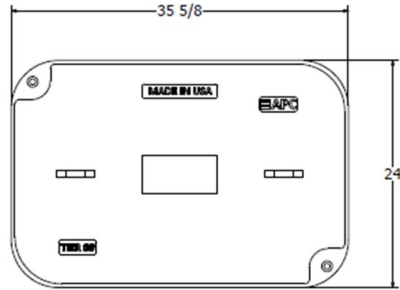


24"x36" PC UNIT, TIER 15/22

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"x36"	Tier 15	Various	170 lbs.
Replacement Lids - T22	24"x36"	Tier 22	Various	190 lbs.

Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread

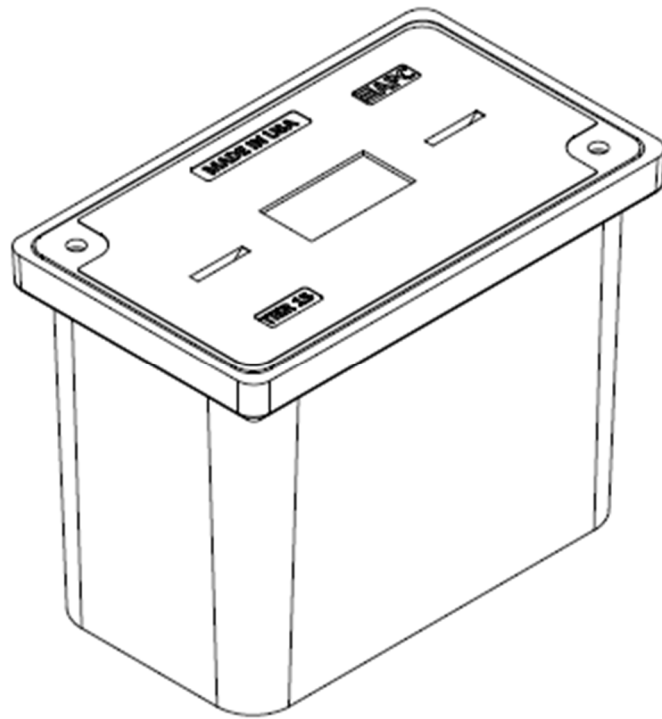


17"x30" PC UNIT, TIER 15/22

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.

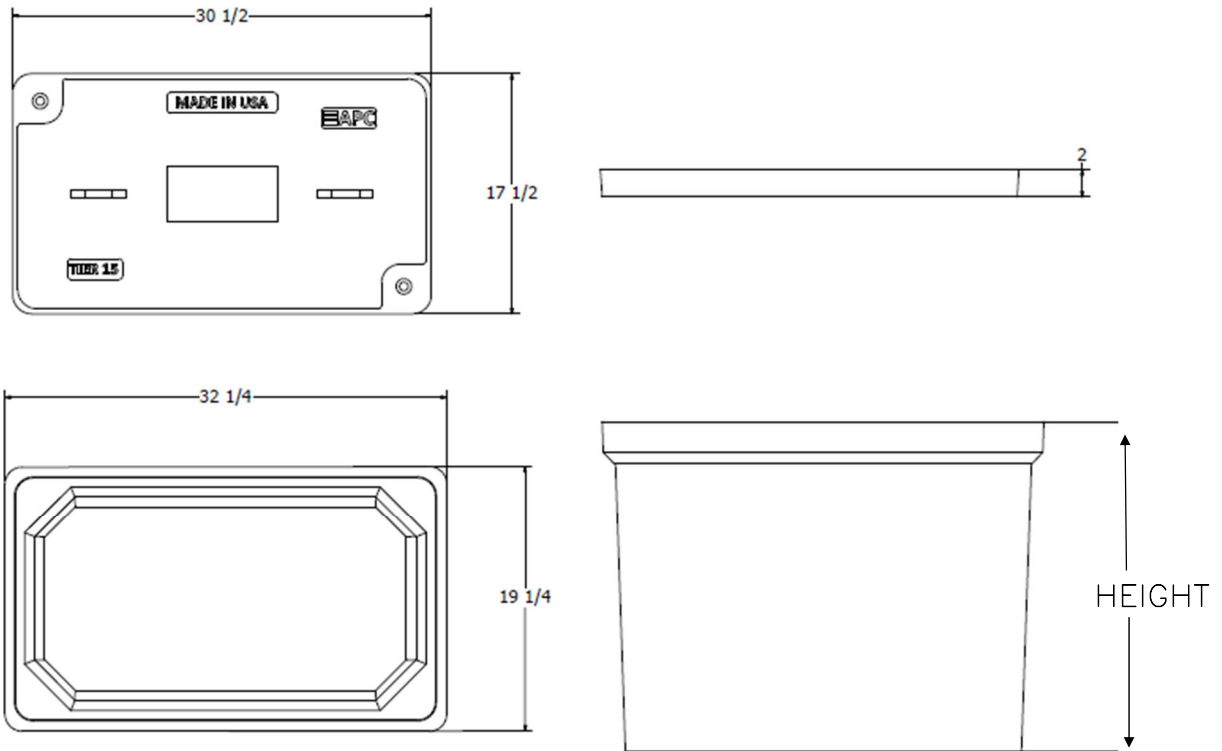


17"x30" PC UNIT, TIER 15/22

12", 18", 24", and 30" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	17"x30"X12"	Tier 22	P173012B22	66 lbs.
Replacement Box	17"x30"X18"	Tier 22	P173018B22	100 lbs.
Replacement Box	17"x30"X24"	Tier 22	P173024B22	120 lbs.
Replacement Box	17"x30"X30"	Tier 22	P173030B22	145 lbs.
Replacement Lids – T15	17"x30"	Tier 15	Various	72 lbs.
Replacement Lids – T22	17"x30"	Tier 22	Various	81 lbs.

Bolt options



Machine Thread



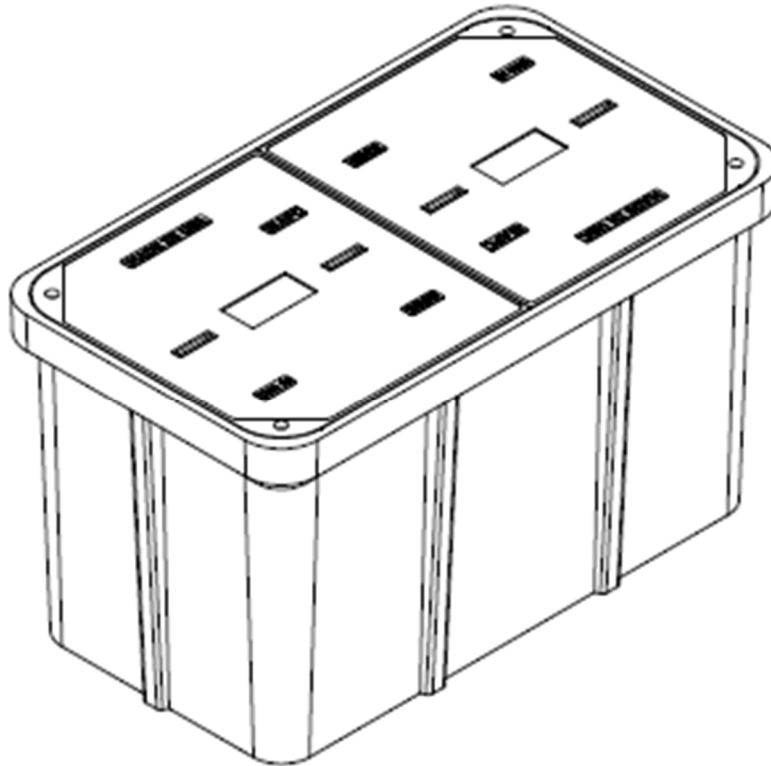
Auger Thread



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"x60"x36"	Tier 22	P336036U22...	1030 lbs.

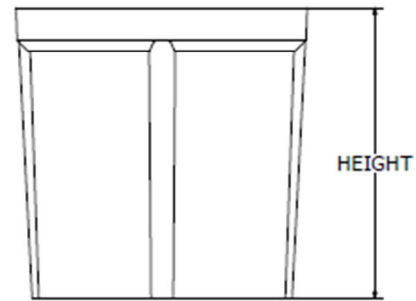
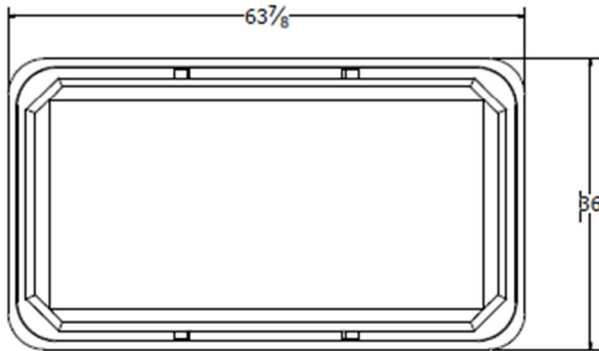
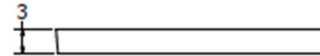


33"x60" PC UNIT, 2PC TIER 15/22

36" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	33"x60"x36"	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



Spacing Charts Based on MUTCD			Must be Approved by an Engineer				
Speed (MPH) Prior To Road Work	SIGN SPACING, FT.		BUFFER SPACE, FT.	TAPER LENGTH, FT.		CHANNELIZING SPACING, FT.	
	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
Urban Low Speed - 100 FT							

APPROVED/ACCEPTED BY:
ENGINEER, OWNER, or PRIME CONTRACTOR
 Check for Notice to Proceed.
BLN01a-F03_E 17th St TCP

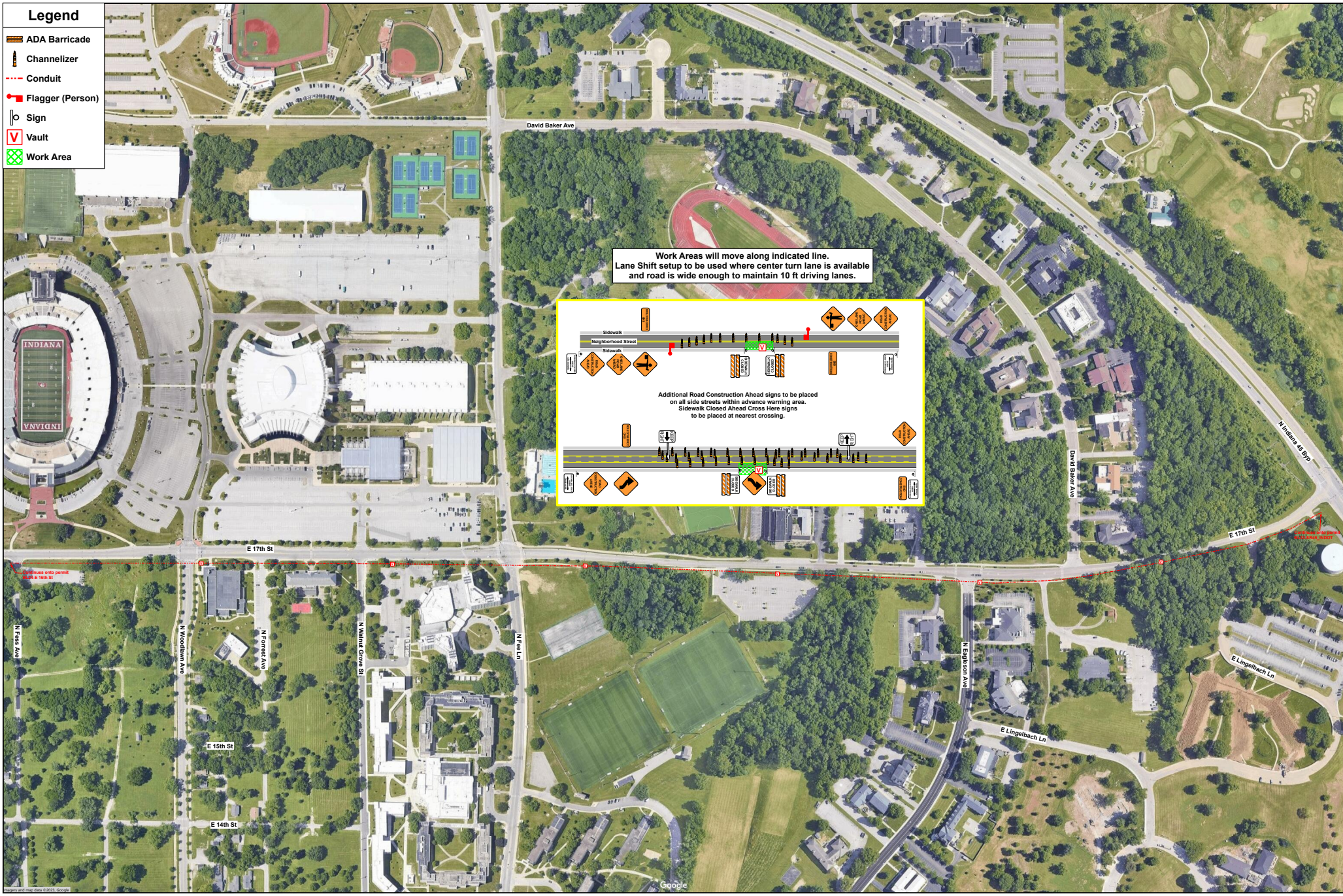
Signature: _____

Company: _____

Road Runner
Safety Services, Inc.

Date: 2/26/2023 Project: BLN01a-F03 E 17th St TCP
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

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

ROW EXCAVATION ROW USE

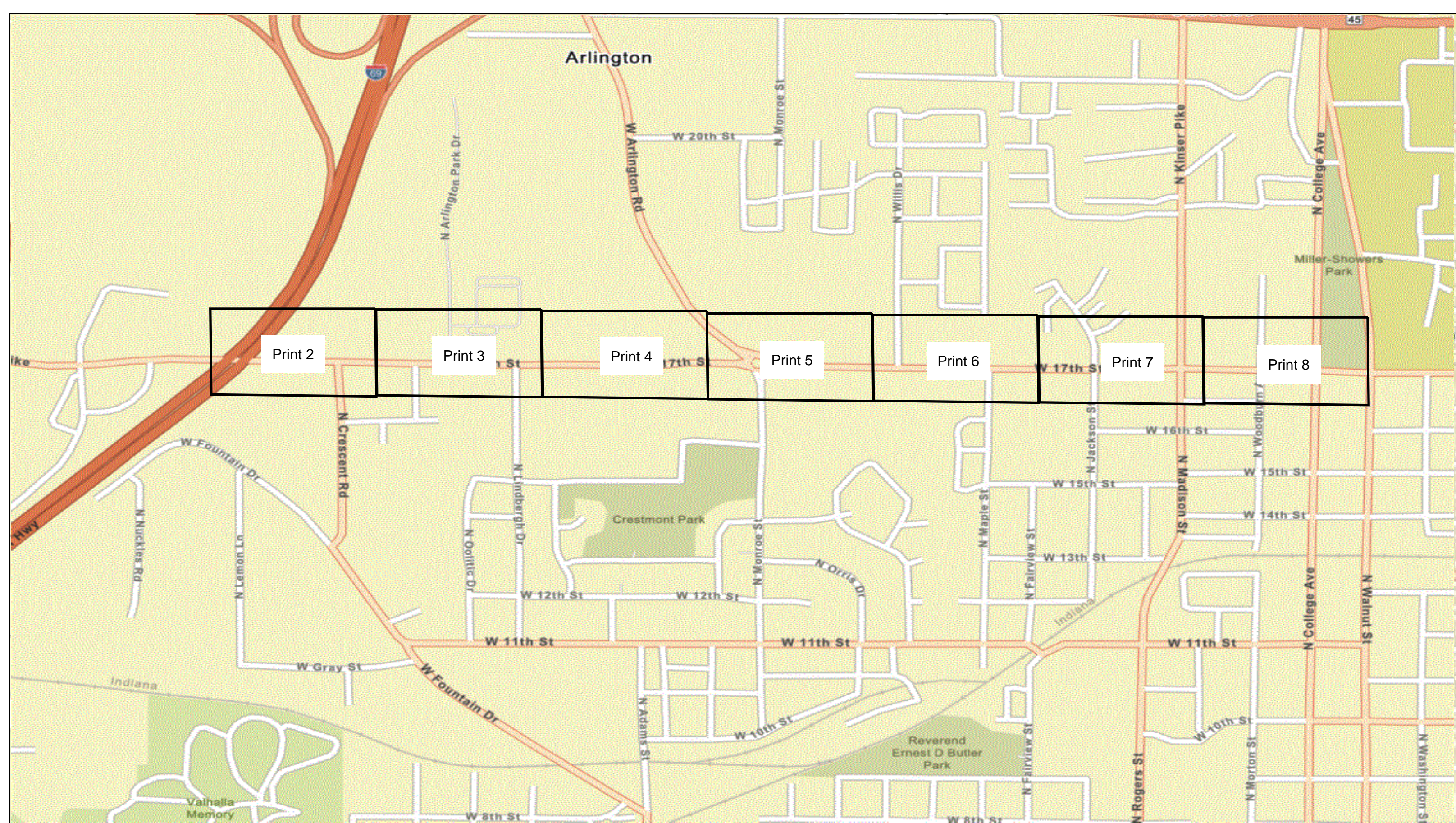
ADDRESS OF ROW ACTIVITY: W 17th St

A. APPLICANT/AGENT INFORMATION: APPLICANT NAME: <u>Bret Simons</u> E-MAIL: <u>bret.simons@aeg.cc</u> COMPANY: <u>Atlantic Engineering Group</u> ADDRESS: <u>P.O. Box 349</u> CITY, STATE, ZIP: <u>Buford, GA 30515</u> 24-HR EMERGENCY CONTACT NAME: <u>(706)654-2298</u> 24-HR CONTACT PHONE #: _____ INSURANCE #*: <u>TB5-691-473497-082</u> COMPANY: <u>ACORD</u> BOND#*: <u>1160465</u> COMPANY: <u>LEXON</u> <small>* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small> **SUBCONTRACTOR INFORMATION** <small>(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)</small> COMPANY NAME: _____	D. TRAFFIC CONTROL DEVICES*: <input checked="" type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD <input type="checkbox"/> LIGHTED BARRELS <input checked="" type="checkbox"/> TYPE 3 BARRICADES <input checked="" type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER <small>*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED. See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet</small>
B. WORK DESCRIPTION: <input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): <u>Excavation</u> <small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small>	E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input type="checkbox"/> N <small>IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436</small>
C. RIGHT OF WAY TO BE USED/CLOSED: STREET NAME 1: <u>W 17th St</u> 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input checked="" type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N <small>**NON-METERED</small> START DATE: <u>Mar 17</u> END DATE: _____ # OF DAYS*: <u>30</u> STREET NAME 2: _____ 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N <small>**NON-METERED</small> START DATE: _____ END DATE: _____ # OF DAYS*: _____ <small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small>	F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT? PROJECT NAME: <u>BLN01b-F12 W 17th St</u> PROJECT #: <u>BLN01b-F12 W 17th St</u> PROJECT MGR.: <u>Lex Mullins</u> PROJECT MGR. #: <u>215-847-8819</u> <small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY</small>
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/> REQUESTED CLOSURE HOURS: _____ AM - _____ PM <small>*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)</small>	G. EXCAVATIONS: SQ FT OF PAVEMENT* EXCAVATIONS: <u>N/A</u> <small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small> SQ FT OF NON-PAVEMENT* EXCAVATIONS: <u>184 Sq Ft</u> <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: <u>12,537 Lineal Ft</u> <small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small> # OF POLE INSTALLATIONS/REMOVAL: <u>N/A</u> SQ FT OF SIDEWALK RECONSTRUCTION*: <u>N/A</u> <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small> SQ FT OF SIDEWALK NEW CONSTRUCTION*: <u>N/A</u> <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small> #RESIDENTIAL DRIVEWAY INSTALLATION: <u>N/A</u>
	 TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. IT'S THE LAW.
	H. INDEMNIFICATION AGREEMENT: The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant. I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE. PRINT NAME: <u>Bret Simons</u> SIGNATURE: <u>Bret Simons</u> DATE: <u>3/7/2023</u>

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____

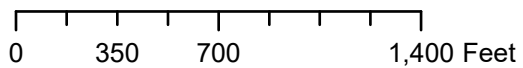


Print 2 Print 3 Print 4 Print 5 Print 6 Print 7 Print 8



Legend BLN01b-F12_E 17th St

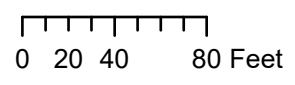
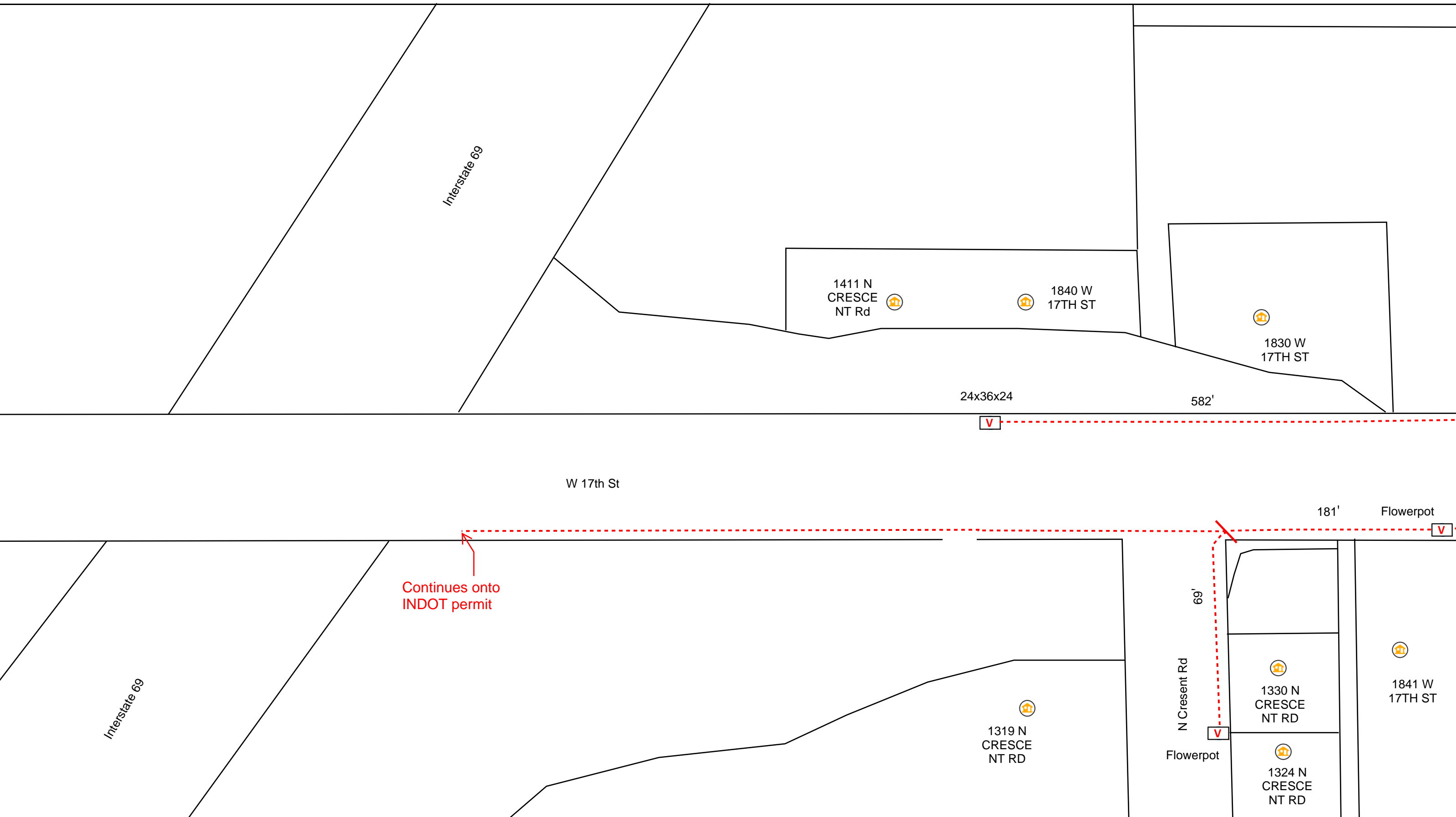
- Overhead Strand
- ⋯ Conduit
- Grids



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- Risers
- Address
- Anchor
- Sidewalk
- Grids

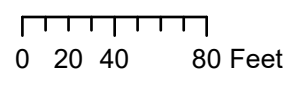
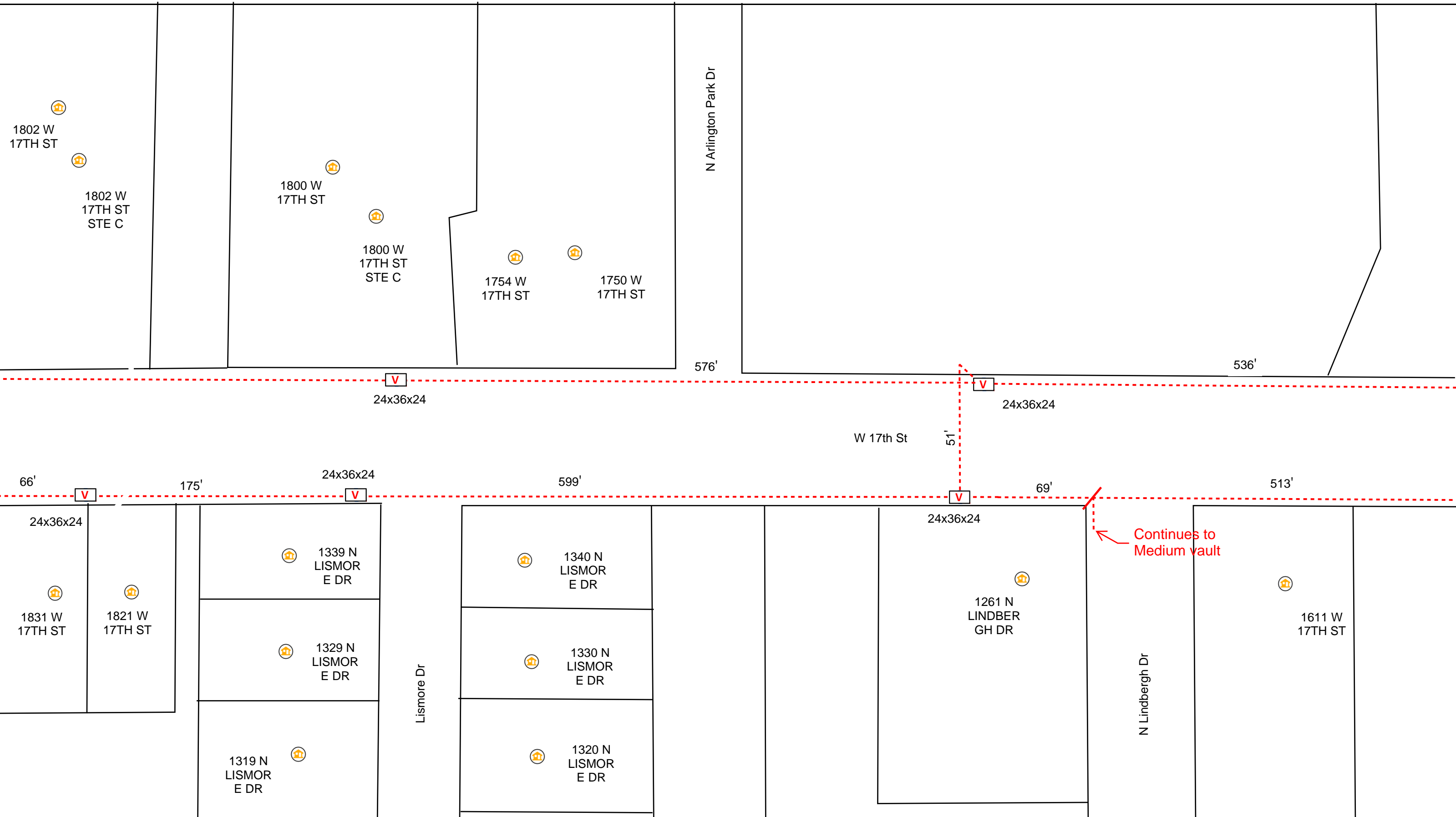
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- V Vaults
- Overhead Strand
- - - Conduit
- Bloomington_Parcels
- Ⓡ Risers
- Ⓜ Address
- Y Anchor
- ← Sidewalk
- Grids

All Flowerpots 12" DIA



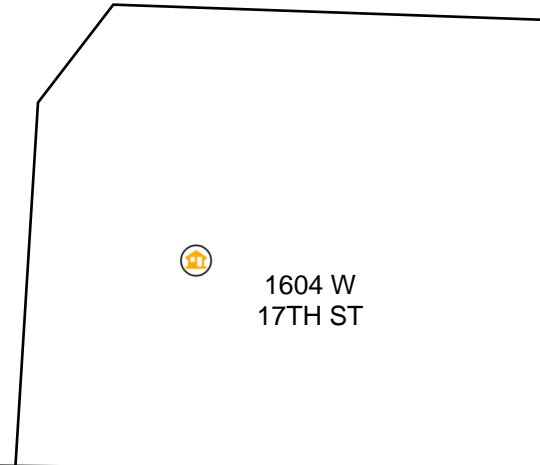
City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION

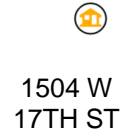


Continues to Medium vault

W Arlington Rd

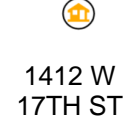


1604 W 17TH ST

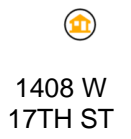


1504 W 17TH ST

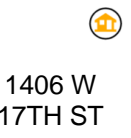
24x36x24



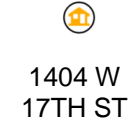
1412 W 17TH ST



1408 W 17TH ST

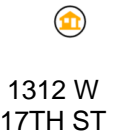


1406 W 17TH ST

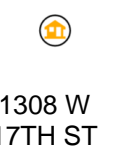


1404 W 17TH ST

543'



1312 W 17TH ST



1308 W 17TH ST



1304 W 17TH ST

543'

V

V

24x36x24

W 17th St

V

582'

V

24x36x24



1605 W 17TH ST



1505 W 17TH ST

24x36x24



1411 W 17TH ST



1405 W 17TH ST



1311 W 17TH ST



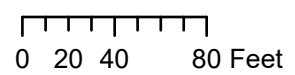
1305 W 17TH ST



1211 W 17TH ST



1111 W 17TH ST



Legend

- Poles
- Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- Risers
- Address
- Anchor
- Sidewalk
- Grids

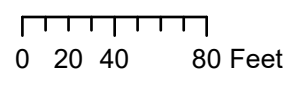
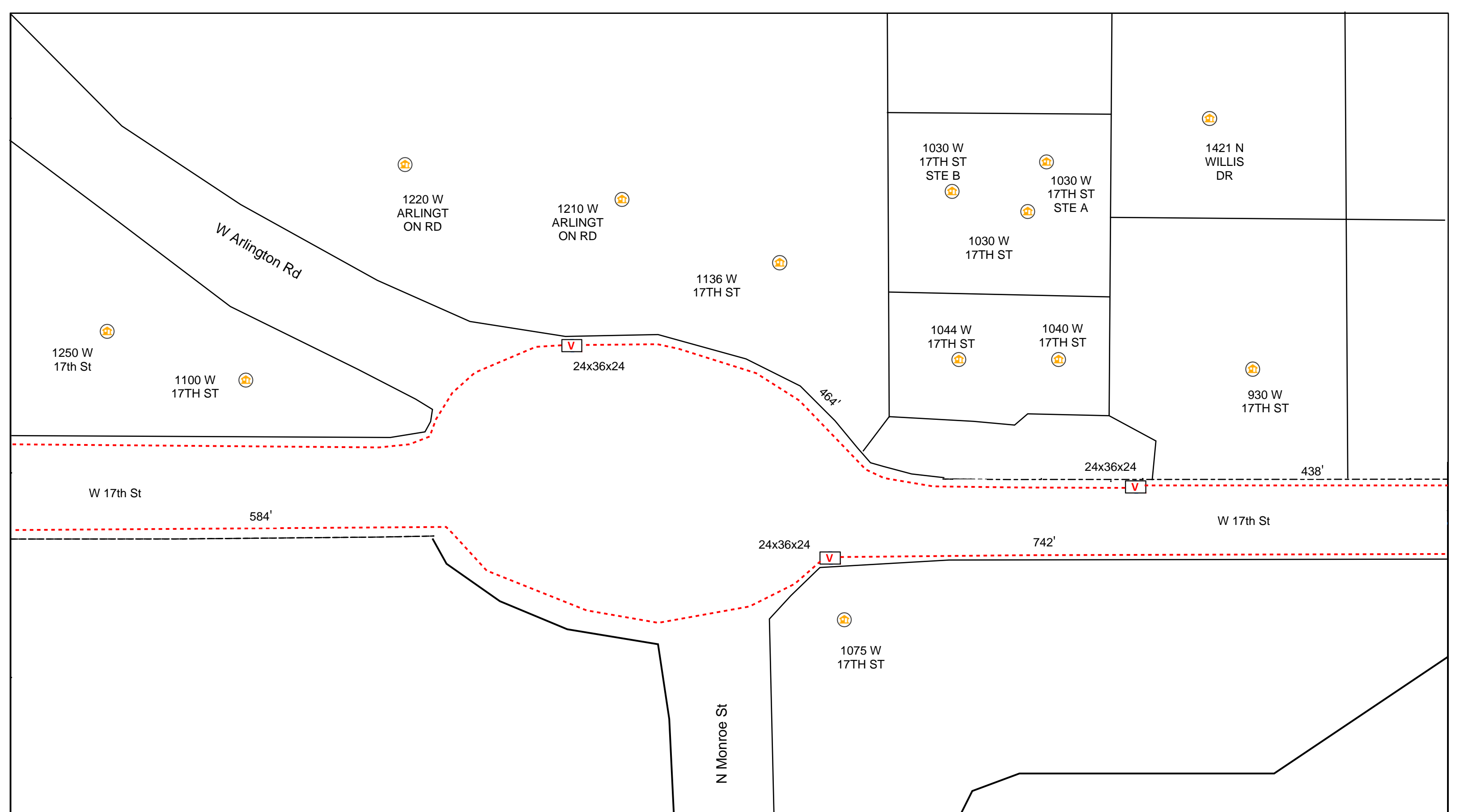
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- V Vaults
- Overhead Strand
- - - Conduit
- Bloomington_Parcels
- Ⓜ Risers
- 🏠 Address
- Y Anchor
- ← Sidewalk
- Grids

All Flowerpots 12" DIA

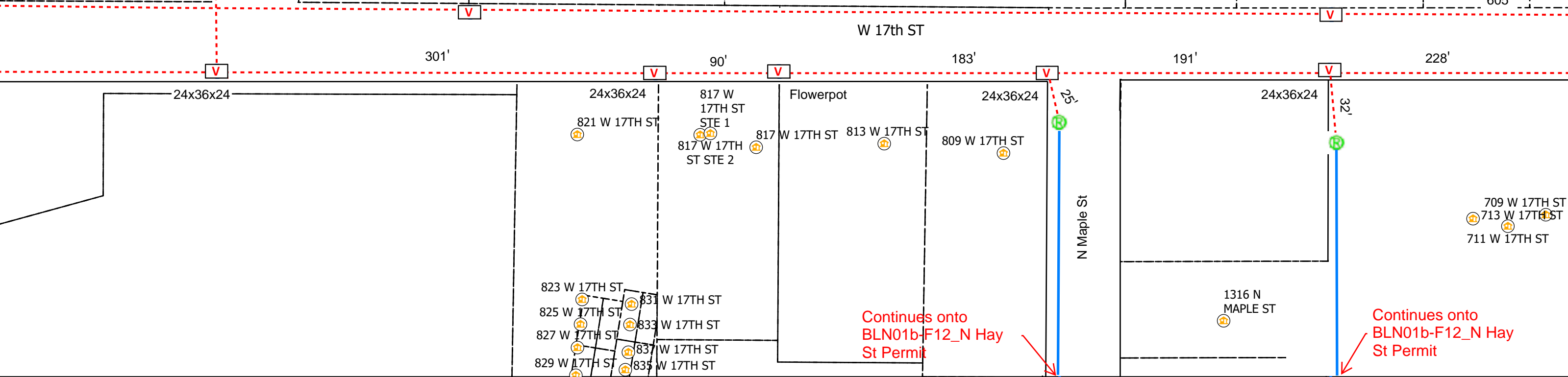
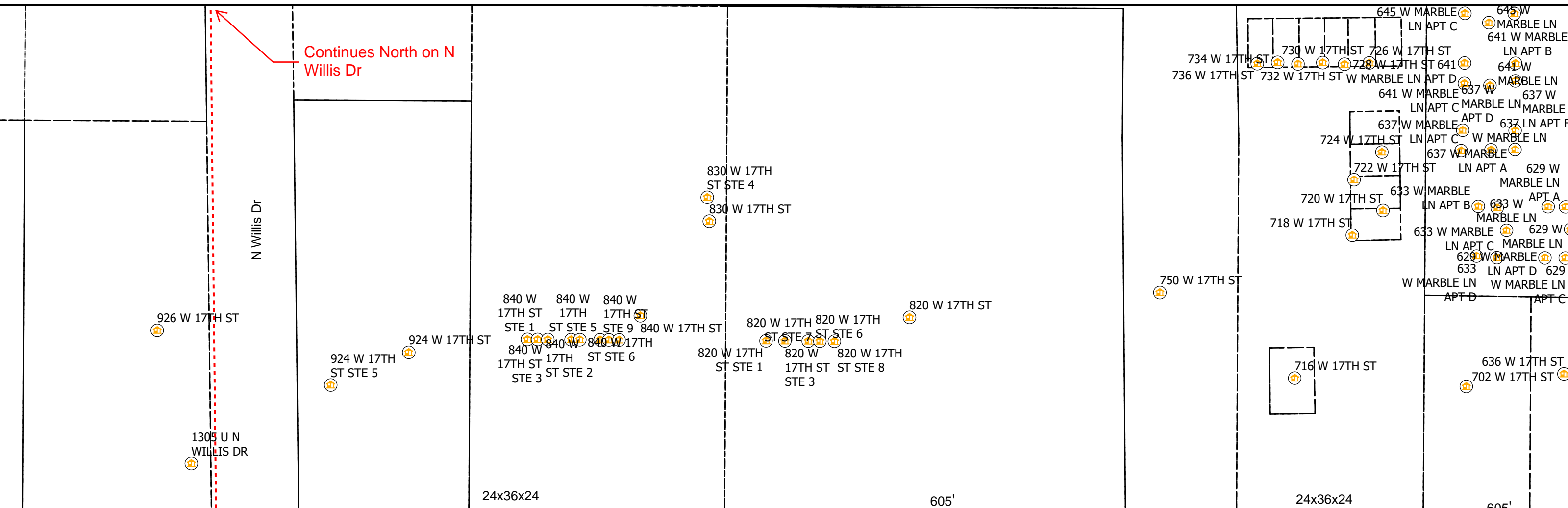


City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



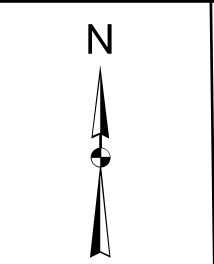
Continues North on N Willis Dr



Legend

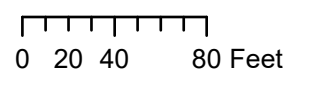
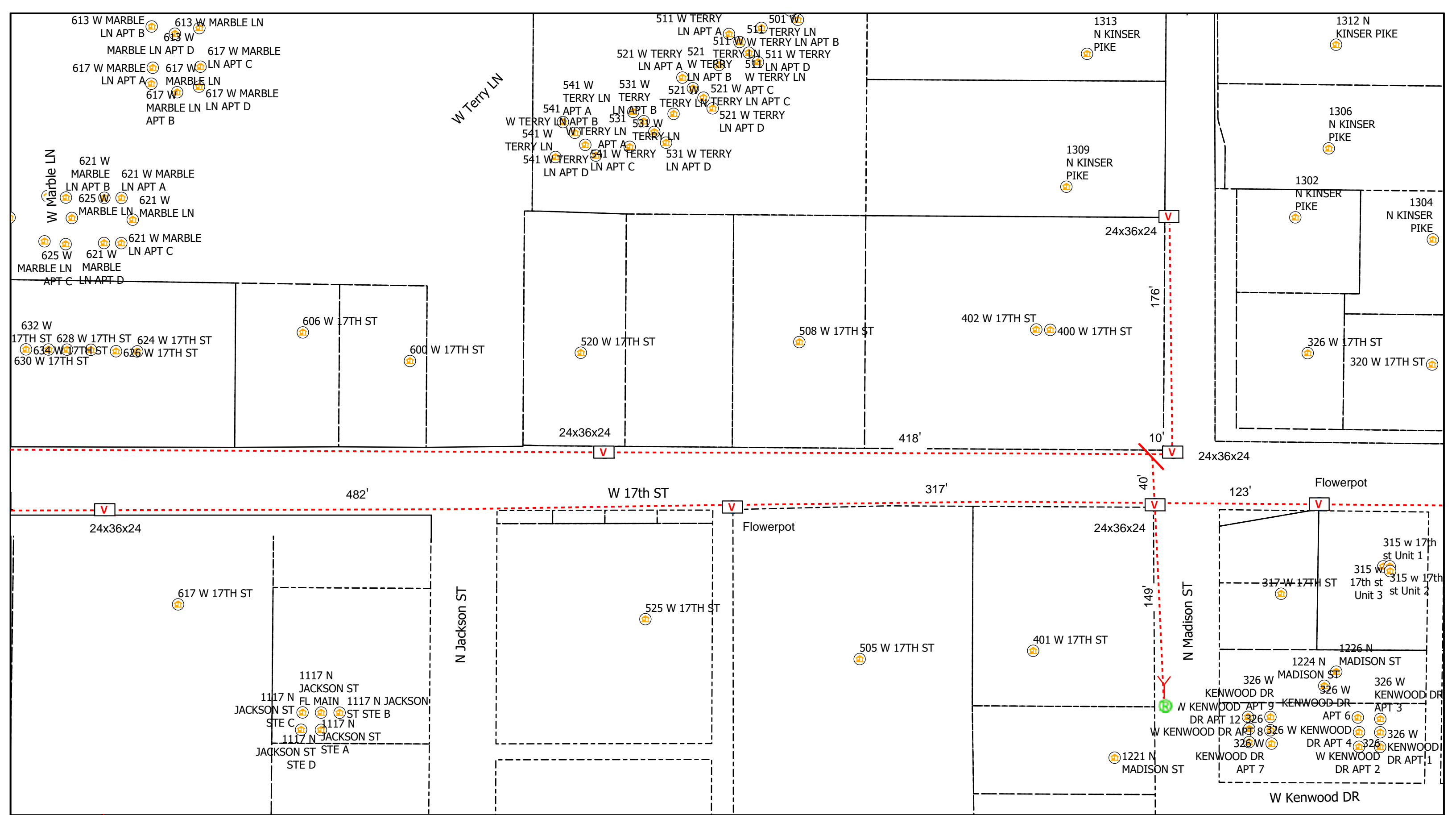
- Poles
- Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- Risers
- Address
- Anchor
- Sidewalk
- Grids

All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



Legend

- Poles
- Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- Risers
- Address
- Anchor
- Sidewalk
- Grids

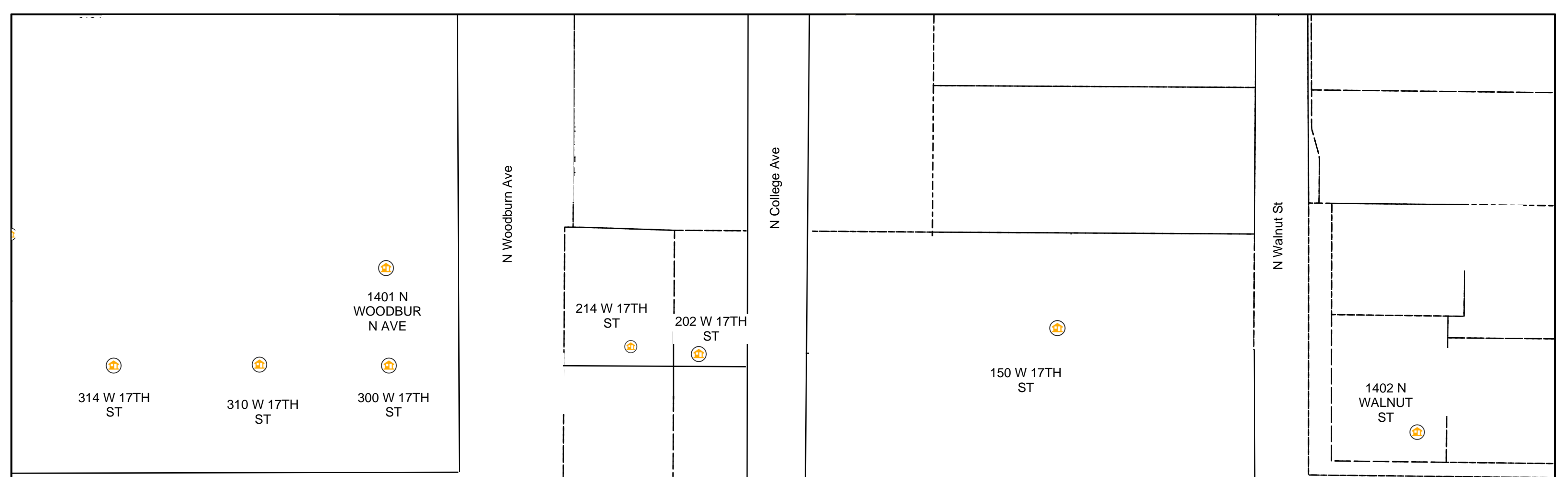
All Flowerpots 12" DIA



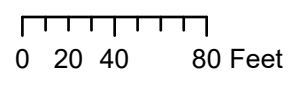
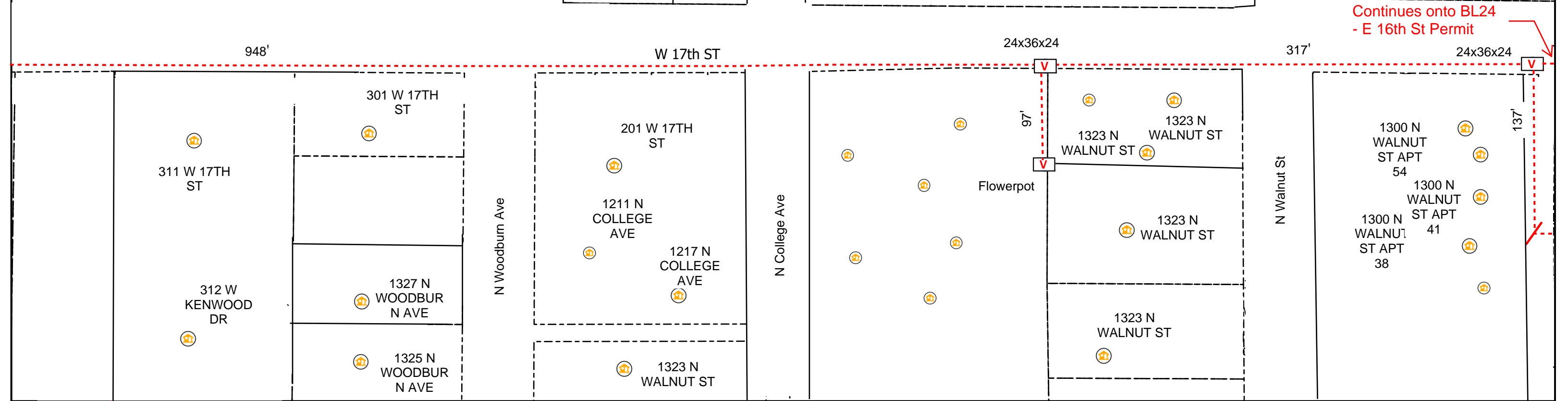
City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Continues onto BL24
- E 16th St Permit



Legend

- Poles
- V Vaults
- Overhead Strand
- - - Conduit
- Bloomington_Parcels
- R Risers
- 🏠 Address
- Y Anchor
- ← Sidewalk
- Grids

All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



Carlton® PV-Mold® Nonmetallic Pole Riser System

Carlton 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.

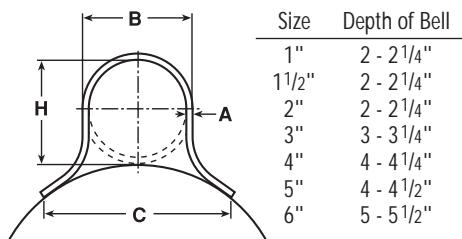


Steel U-Guard requires grounding strapping and does not have belled ends.



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

Flanged Overall Length 10 Feet, Including Bell

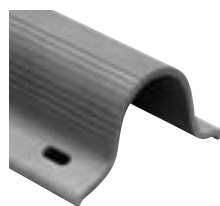


Slots are 1/2" from side to side, and allow for expansion and contraction.

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.



Standard Duty

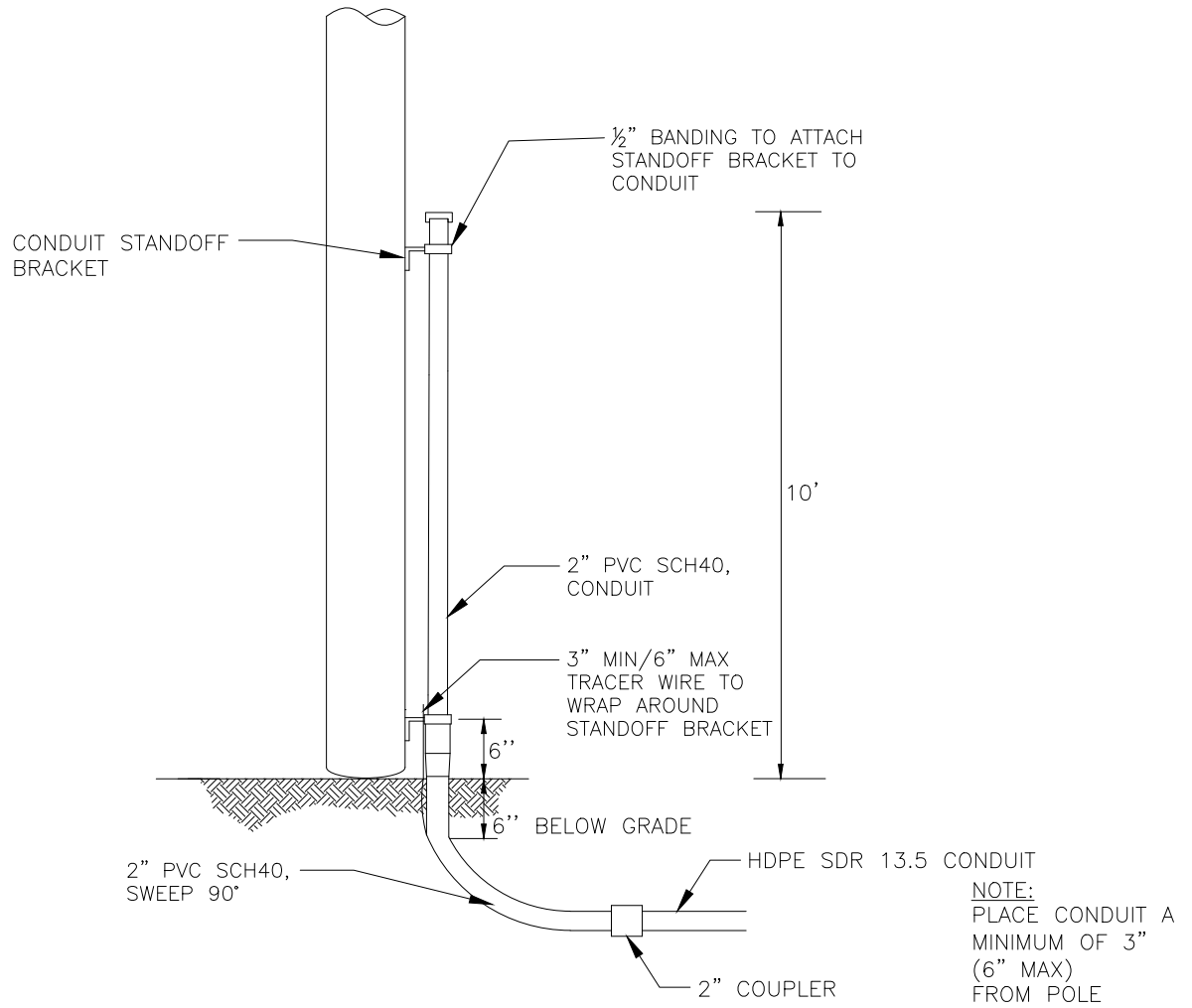
Part No.	Size	Std. Ctn. Qty.	Std. Ctn. Wt. (lbs.)	Dimensions				Actual Impact @ 0°C 20 Pound Top
				A	B	C	H	
59208N	1"	294	1059	0.100"	1 5/8"	2 3/8"	1 5/8"	40 Ft.-Lbs.
59211N	2"	136	726	0.100"	2 3/8"	4 1/2"	2 3/8"	100 Ft.-Lbs.
59211X (5' length)	2"	136	363	0.100"	2 3/8"	4 1/2"	2 3/8"	100 Ft.-Lbs.
59213N	3"	66	761	0.150"	3 1/2"	6"	3 1/2"	110 Ft.-Lbs.
59213X (5' length)	3"	66	381	0.150"	3 1/2"	6"	3 1/2"	100 Ft.-Lbs.
59215N	4"	65	910	0.150"	4 1/2"	6 1/2"	4 1/2"	110 Ft.-Lbs.
59216N	5"	30	515	0.150"	5 1/2"	7 1/2"	5 1/2"	110 Ft.-Lbs.

Heavy Duty Schedule 40

59010N	1 1/2"	200	1142	0.145"	1 29/32"	3 1/2"	1 29/32"	100 Ft.-Lbs.
59011N	2"	136	1214	0.154"	2 3/8"	4 1/2"	2 3/8"	150 Ft.-Lbs.
59013N	3"	66	937	0.216"	3 1/2"	6"	3 9/32"	150 Ft.-Lbs.
59015N	4"	65	1621	0.237"	4 1/2"	6 1/2"	4 1/2"	260 Ft.-Lbs.
59015X (5' length)	4"	65	707	0.237"	4 1/2"	6 1/2"	4 1/2"	260 Ft.-Lbs.
59016N	5"	30	870	0.258"	5 1/2"	7 1/2"	5 1/2"	260 Ft.-Lbs.
59017N	6"	30	1160	0.280"	6 5/8"	8 3/4"	6 5/8"	260 Ft.-Lbs.

Extra Heavy Duty Schedule 80

59411N	2"	136	1549	0.218"	2 3/8"	4 1/2"	2 3/8"	300 Ft.-Lbs.
59413N	3"	66	1495	0.030"	3 1/2"	6"	3 1/2"	525 Ft.-Lbs.



DESCRIPTION

QTY

MANUFACTURER
(PREFERRED)

PART #

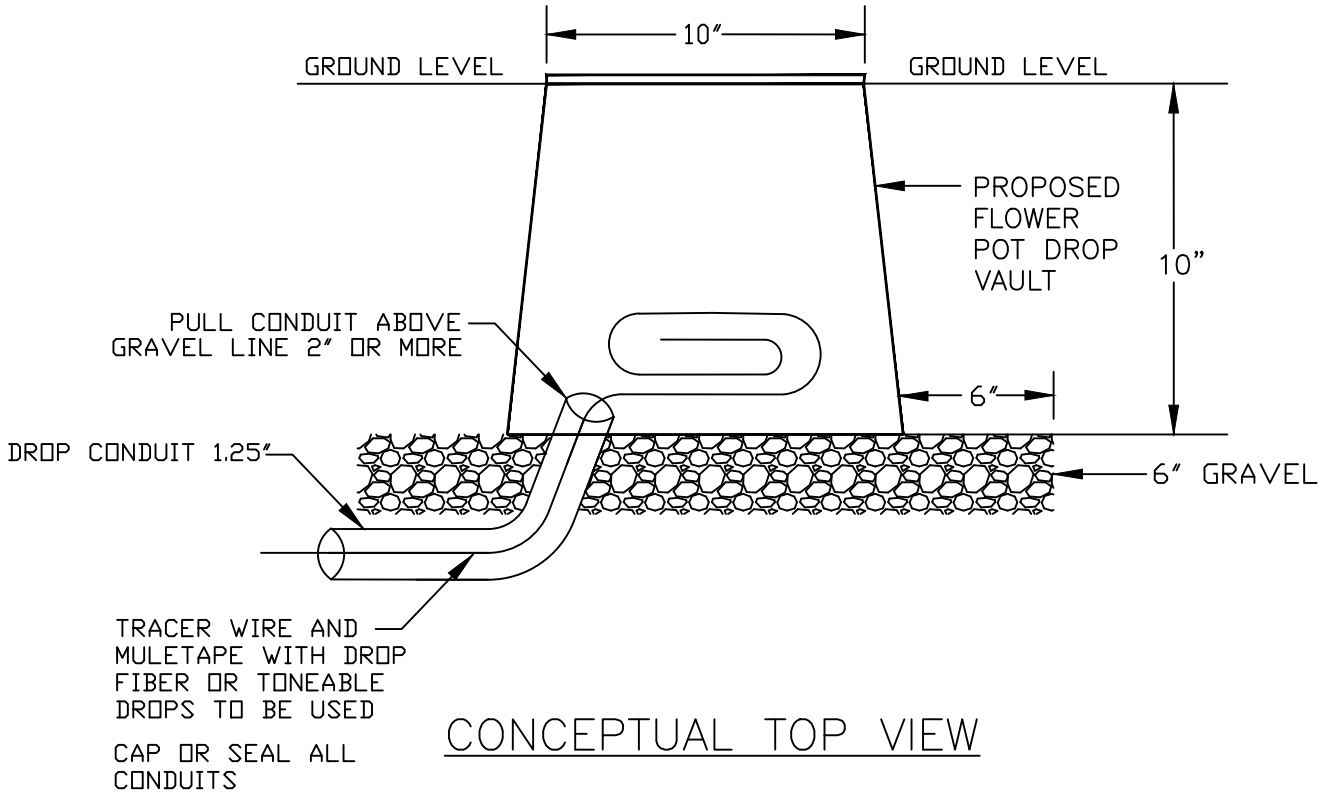
SCREW, LAG, 1/2" x 4-1/2"	10		
HDPE SDR 13.5 CONDUIT, VARIOUS SIZES	N/A		
2" PVC SCH40, RISER PIPE	1		
#12 TRACER WIRE	N/A		
2" PVC SCH40, SWEEP, 90 DEG	1		
CONDUIT STANDOFF BRACKET	VARIES		
CONDUIT STRAP KIT	VARIES		
2" COUPLER	1		



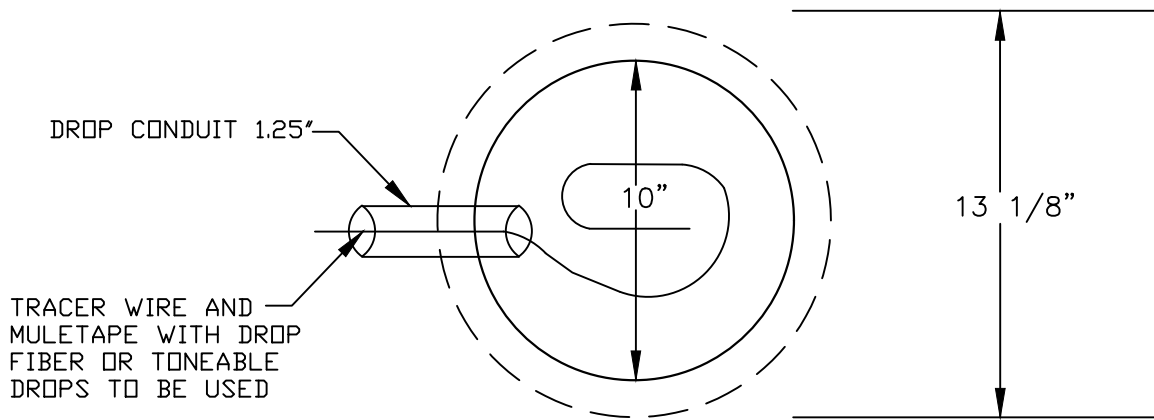
TYPICAL RISER
CONDUIT
WOOD POLE

(R2-W)

CONCEPTUAL SIDE VIEW



CONCEPTUAL TOP VIEW

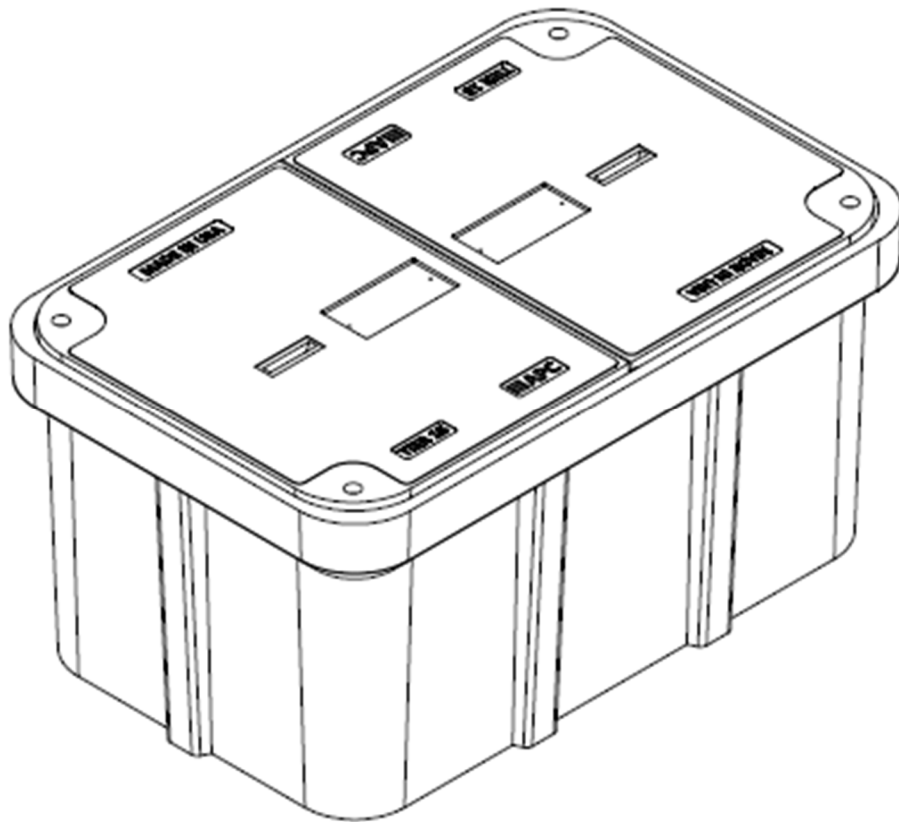


FLOWER POT

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"x48"x18"	Tier 15	P304818HU15...	460 lbs.
PC Unit – TIER 22	30"x48"x18"	Tier 22	P304818HU22...	525 lbs.
PC Unit – TIER 15	30"x48"x24"	Tier 15	P304824HU15...	510 lbs.
PC Unit – TIER 22	30"x48"x24"	Tier 22	P304824HU22...	575 lbs.
PC Unit – TIER 15	30"x48"x36"	Tier 15	P304836HU15...	615 lbs.
PC Unit – TIER 22	30"x48"x36"	Tier 22	P304836HU22...	680 lbs.

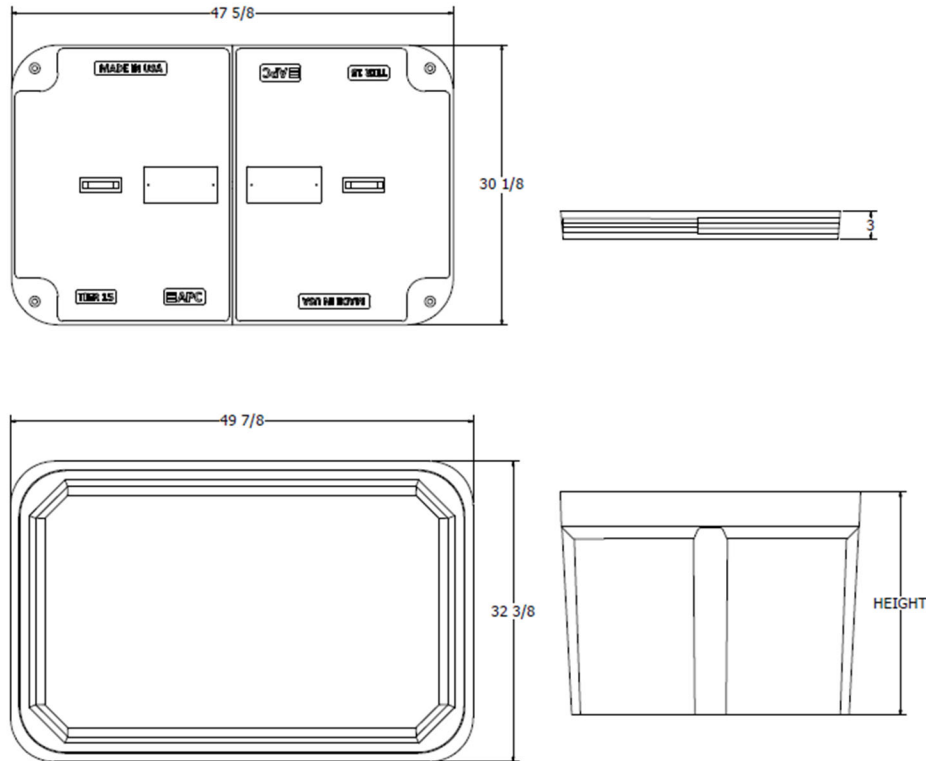


30"x48" PC UNIT, 2PC TIER 15/22

18", 24", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	30"x48"x18"	Tier 22	P304818B22	185 lbs.
Replacement Box	30"x48"x24"	Tier 22	P304824B22	235 lbs.
Replacement Box	30"x48"x36"	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



Machine Thread



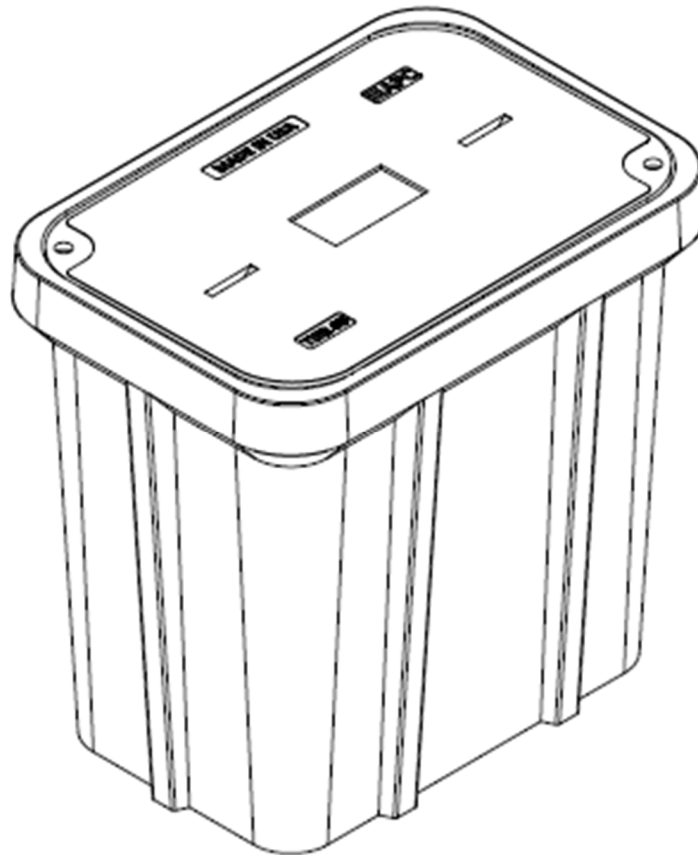
Auger Thread



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	24x36"x18"	Tier 15	P243618U15...	335 lbs.
PC Unit – TIER 22	24x36"x18"	Tier 22	P243618U22...	355 lbs.
PC Unit – TIER 15	24x36"x24"	Tier 15	P243624U15...	365 lbs.
PC Unit – TIER 22	24x36"x24"	Tier 22	P243624U22...	385 lbs.
PC Unit – TIER 15	24x36"x30"	Tier 15	P243630U15...	395 lbs.
PC Unit – TIER 22	24x36"x30"	Tier 22	P243630U22...	415 lbs.
PC Unit – TIER 15	24x36"x36"	Tier 15	P243636U15...	425 lbs.
PC Unit – TIER 22	24x36"x36"	Tier 22	P243636U22...	445 lbs.

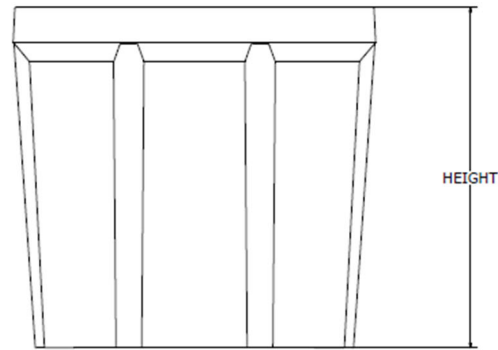
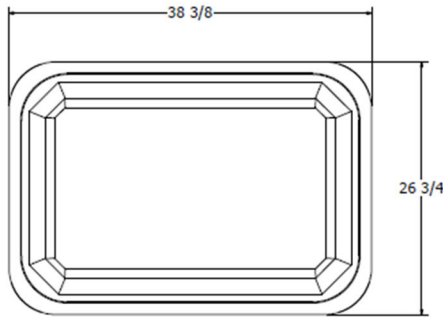
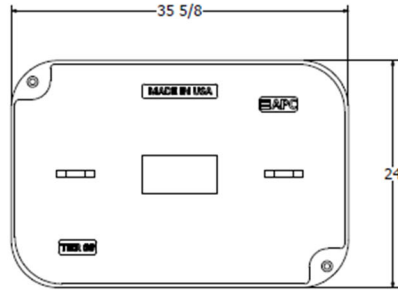


24"x36" PC UNIT, TIER 15/22

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"x36"	Tier 15	Various	170 lbs.
Replacement Lids - T22	24"x36"	Tier 22	Various	190 lbs.

Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread

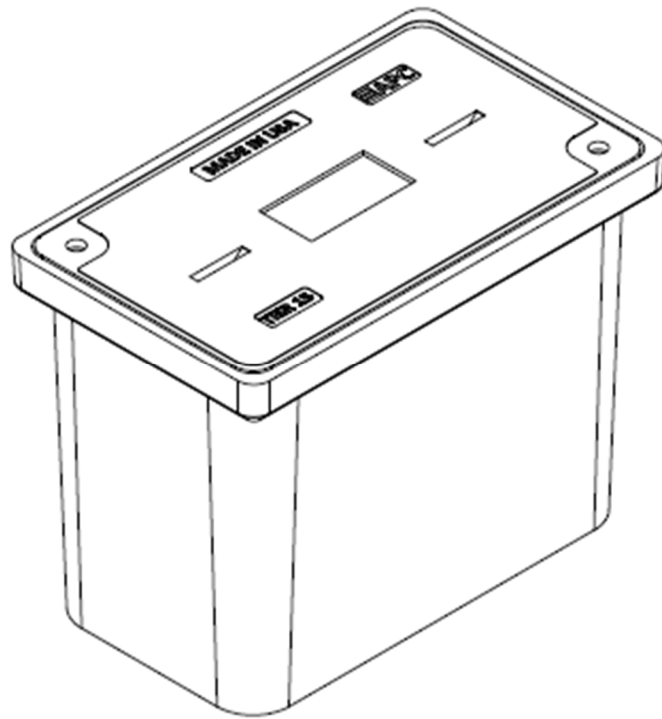


17"x30" PC UNIT, TIER 15/22

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.

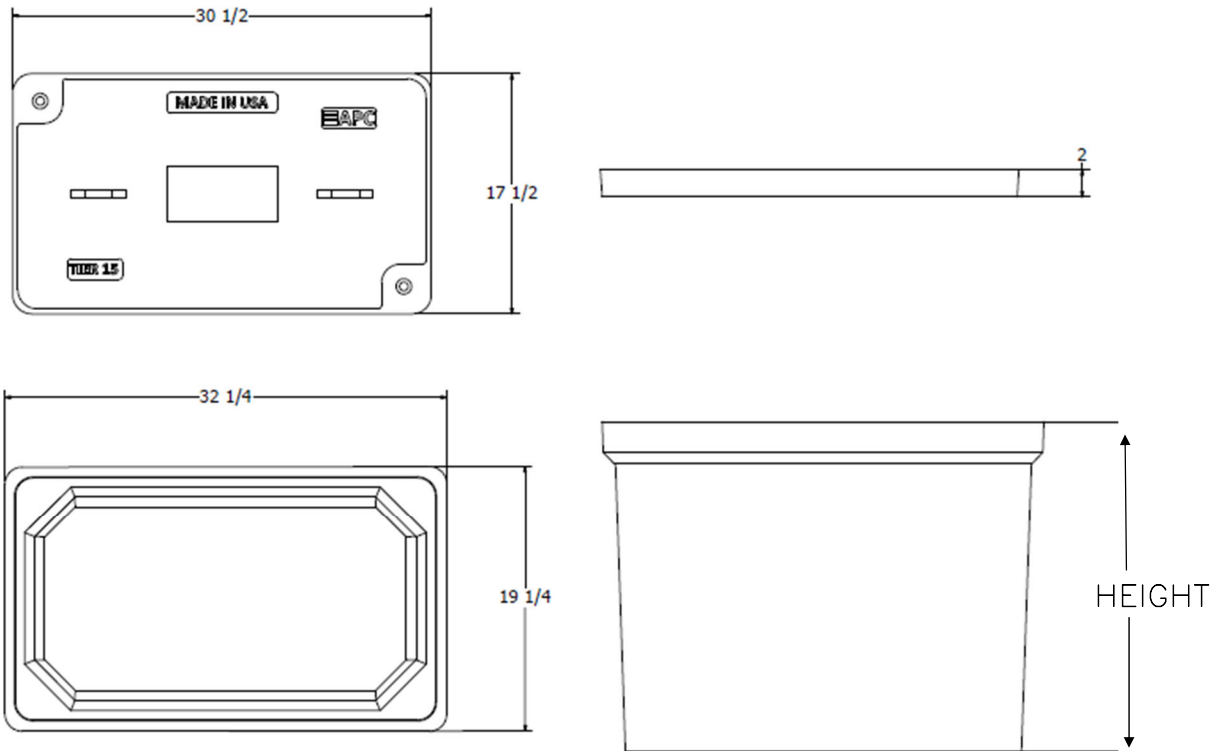


17"x30" PC UNIT, TIER 15/22

12", 18", 24", and 30" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	17"x30"x12"	Tier 22	P173012B22	66 lbs.
Replacement Box	17"x30"x18"	Tier 22	P173018B22	100 lbs.
Replacement Box	17"x30"x24"	Tier 22	P173024B22	120 lbs.
Replacement Box	17"x30"x30"	Tier 22	P173030B22	145 lbs.
Replacement Lids – T15	17"x30"	Tier 15	Various	72 lbs.
Replacement Lids – T22	17"x30"	Tier 22	Various	81 lbs.

Bolt options



Machine Thread



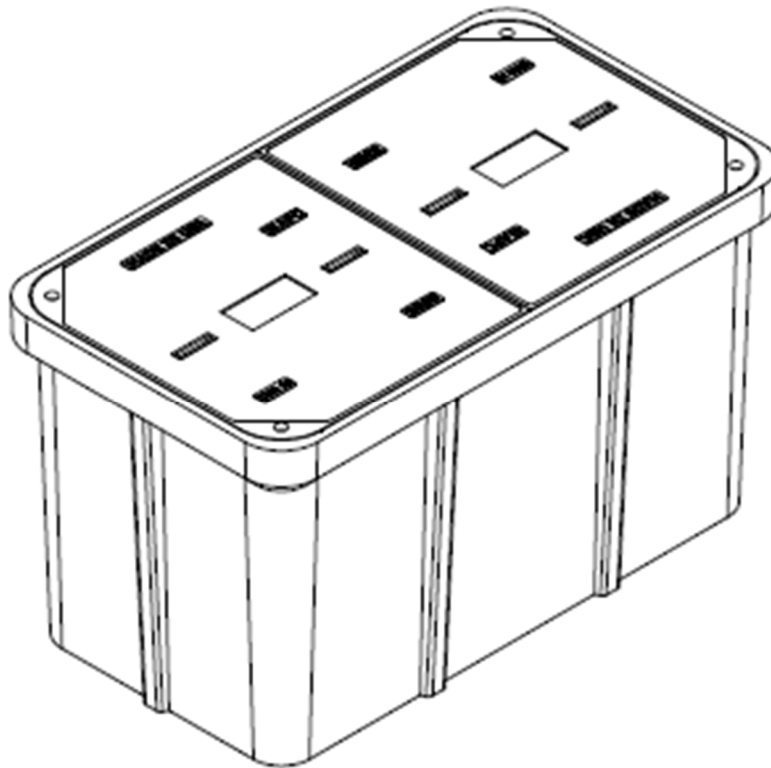
Auger Thread



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"x60"x36"	Tier 22	P336036U22...	1030 lbs.

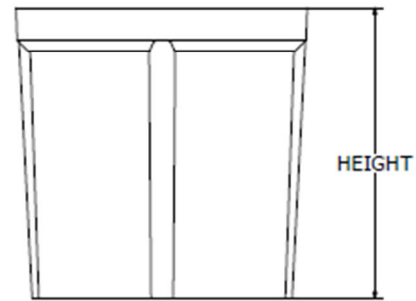
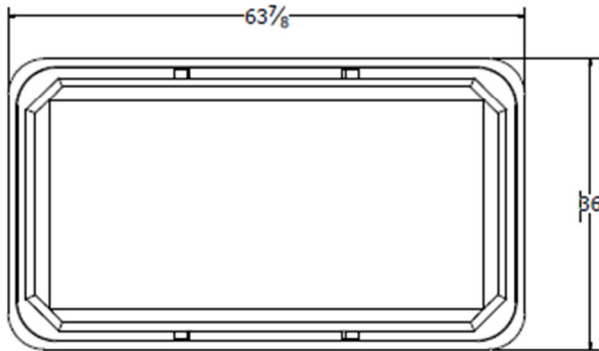
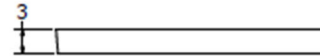


33"x60" PC UNIT, 2PC TIER 15/22

36" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	33"x60"x36"	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



Speed (MPH) Prior To Road Work	SIGN SPACING, FT.		MUTCD Must be Approved by an Engineer				
	Non-Divided Highways	Divided Highways	BUFFER SPACE, FT.	TAPER LENGTH, FT.	CHANNELIZING SPACING, FT.		
	Length	Shoulder (10 ft. Width)	Lane (12 ft. Width)	Through Taper	Through Buffer/Work Area	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
Urban Low Speed - 100 FT							

APPROVED/ACCEPTED BY:
ENGINEER, OWNER, or PRIME CONTRACTOR
 Check for Notice to Proceed.
BLN01b-F12_W 17th St-TCP1

Signature: _____

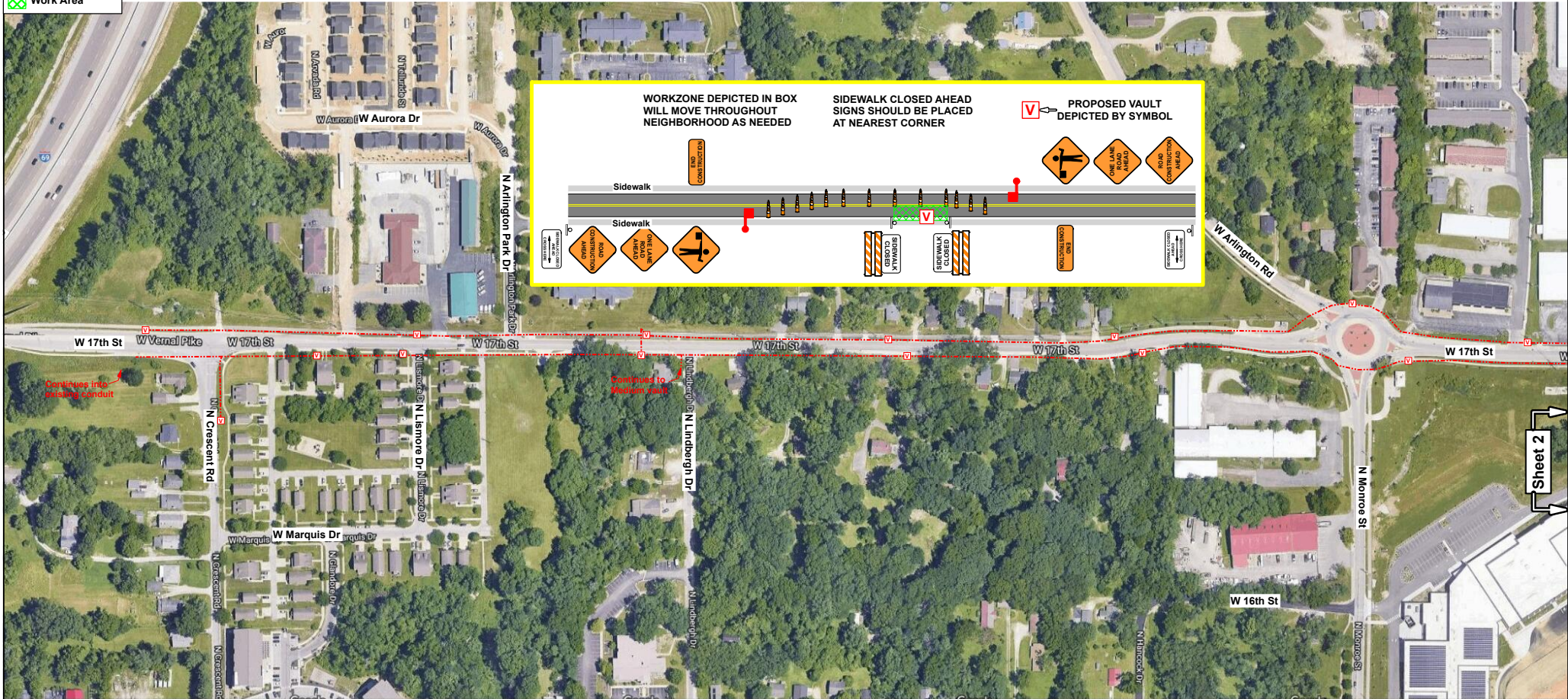
Company: _____



Date: 3/7/2023 Project: BLN01b-F12_W 17th St-TCP :
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.

- Legend**
- ADA Barricade
 - Channelizer
 - Conduit
 - Flagger (Person)
 - Sign
 - Vault
 - Work Area



Spacing Charts Based on MUTCD			Must be Approved by an Engineer				
Speed (MPH) Prior To Road Work	SIGN SPACING, FT.		BUFFER SPACE, FT.	TAPER LENGTH, FT.		CHANNELIZING SPACING, FT.	
	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
Urban Low Speed - 100 FT							

APPROVED/ACCEPTED BY:
ENGINEER, OWNER, or PRIME CONTRACTOR
 Check for Notice to Proceed.
BLN01b-F12_W 17th St-TCP2

Signature: _____

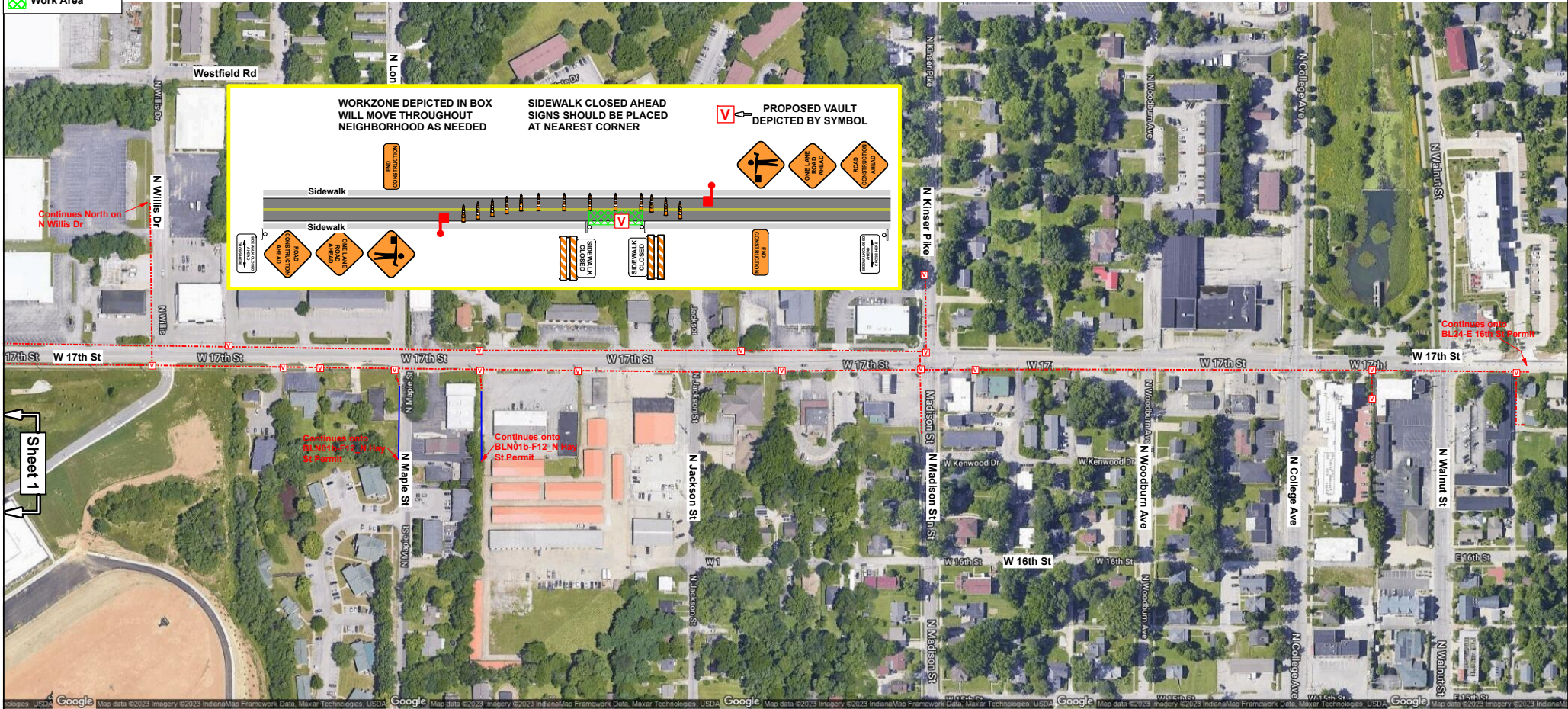
Company: _____



Date: 3/7/2023 Project: BLN01b-F12_W 17th St-TCP :
: 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.

- Legend**
- ADA Barricade
 - Channelizer
 - Conduit
 - Flagger (Person)
 - Sign
 - Vault
 - Work Area






CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

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

Phone: (812) 349-3913
Fax: (812) 349-3520
Email:
engineering@bloomington.in.gov

ROW EXCAVATION ROW USE

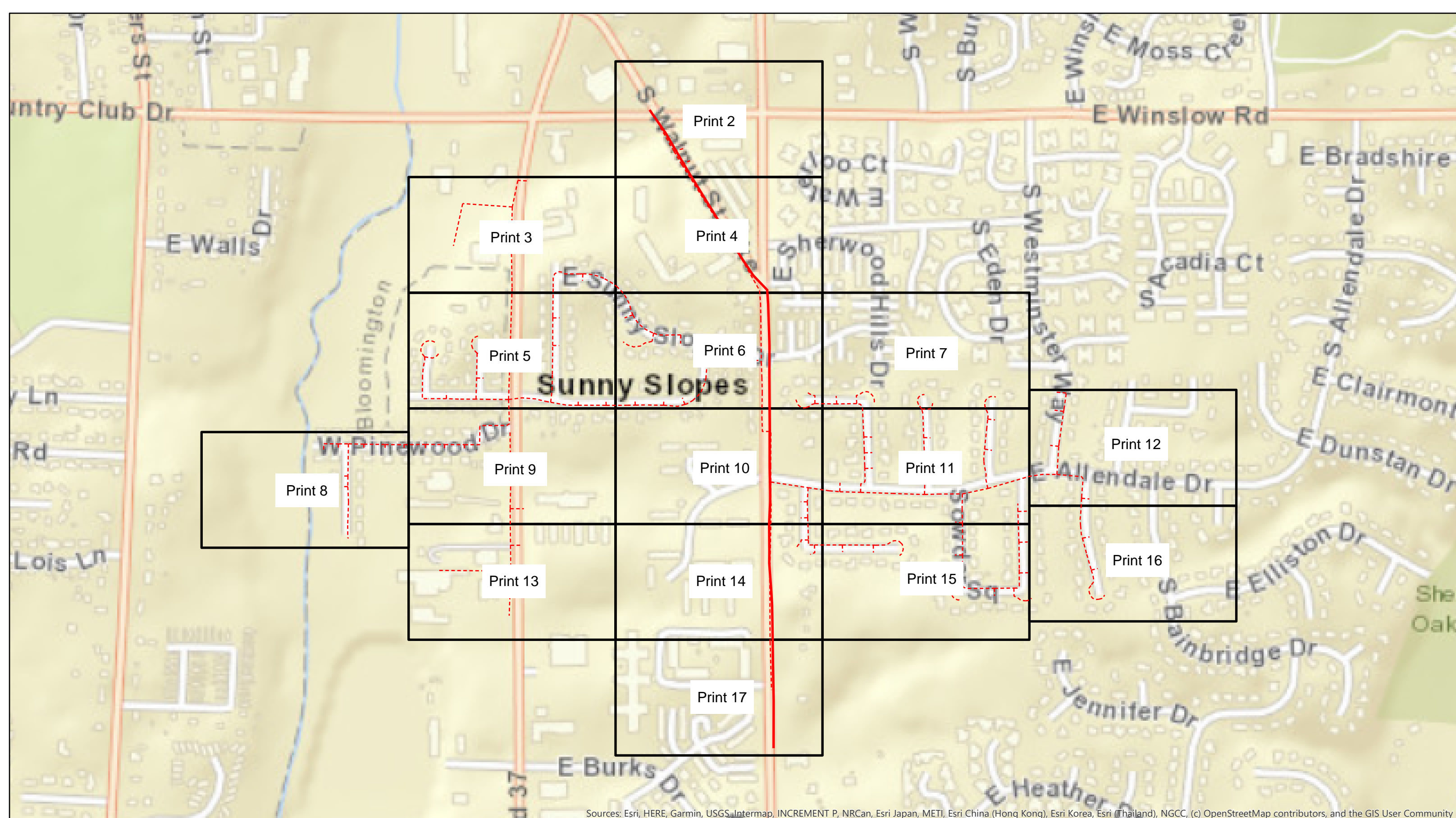
ADDRESS OF ROW ACTIVITY: S Tudor Ln

A. APPLICANT/AGENT INFORMATION:		D. TRAFFIC CONTROL DEVICES*:	
APPLICANT NAME: <u>Bret Simons</u>		<input checked="" type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD	
E-MAIL: <u>bret.simons@aeg.cc</u>		<input type="checkbox"/> LIGHTED BARRELS <input checked="" type="checkbox"/> TYPE 3 BARRICADES	
COMPANY: <u>Atlantic Engineering Group</u>		<input checked="" type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER	
ADDRESS: <u>P.O. Box 349</u>		*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED. See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet	
CITY, STATE, ZIP: <u>Buford, GA 30515</u>			
24-HR EMERGENCY CONTACT NAME: <u>(706)654-2298</u>		E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input type="checkbox"/> N	
24-HR CONTACT PHONE #: _____		IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436	
INSURANCE #*: <u>TB5-691-473497-082</u> COMPANY: <u>ACORD</u>		F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?	
BOND #*: <u>1160465</u> COMPANY: <u>LEXON</u>		PROJECT NAME: <u>BLC02a-F05 S Tudor Ln</u>	
*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED		PROJECT #: <u>BLC02a-F05 S Tudor Ln</u>	
SUBCONTRACTOR INFORMATION		PROJECT MGR.: <u>Lex Mullins</u>	
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)		PROJECT MGR. #: <u>215-847-8819</u>	
COMPANY NAME: _____		*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY	
B. WORK DESCRIPTION:		*IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY	
<input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE*		G. EXCAVATIONS:	
(EXPLAIN): <u>Excavation</u>		SQ FT OF PAVEMENT* EXCAVATIONS : <u>N/A</u>	
*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND		*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS	
C. RIGHT OF WAY TO BE USED/CLOSED:		SQ FT OF NON-PAVEMENT* EXCAVATIONS: <u>521.12 Sq Ft</u>	
STREET NAME 1: <u>S Tudor Ln</u>		*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE	
1ST INTERSECTING STREET NAME: _____		LINEAL FT OF BORE*: <u>22,233 Lineal Ft</u>	
2ND INTERSECTING STREET NAME: _____		*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS	
<input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>		# OF POLE INSTALLATIONS/REMOVAL: <u>N/A</u>	
<input checked="" type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		SQ FT OF SIDEWALK RECONSTRUCTION*: <u>N/A</u>	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED	
START DATE: <u>Mar 17</u> END DATE: _____ # OF DAYS*: <u>30</u>		SQ FT OF SIDEWALK NEW CONSTRUCTION*: <u>N/A</u>	
STREET NAME 2: _____		*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE	
1ST INTERSECTING STREET NAME: _____		#RESIDENTIAL DRIVEWAY INSTALLATION: <u>N/A</u>	
2ND INTERSECTING STREET NAME: _____		 TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. IT'S THE LAW.	
<input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>			
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		H. INDEMNIFICATION AGREEMENT:	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.	
START DATE: _____ END DATE: _____ # OF DAYS*: _____		I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.	
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW		PRINT NAME: <u>Bret Simons</u>	
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM		SIGNATURE: <u>Bret Simons</u>	
STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/>		DATE: <u>3/1/2023</u>	
REQUESTED CLOSURE HOURS: _____ AM - _____ PM			
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process			
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)			

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____

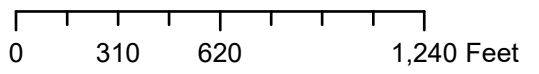


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



Legend BLC02a-F05_S Tudor Ln

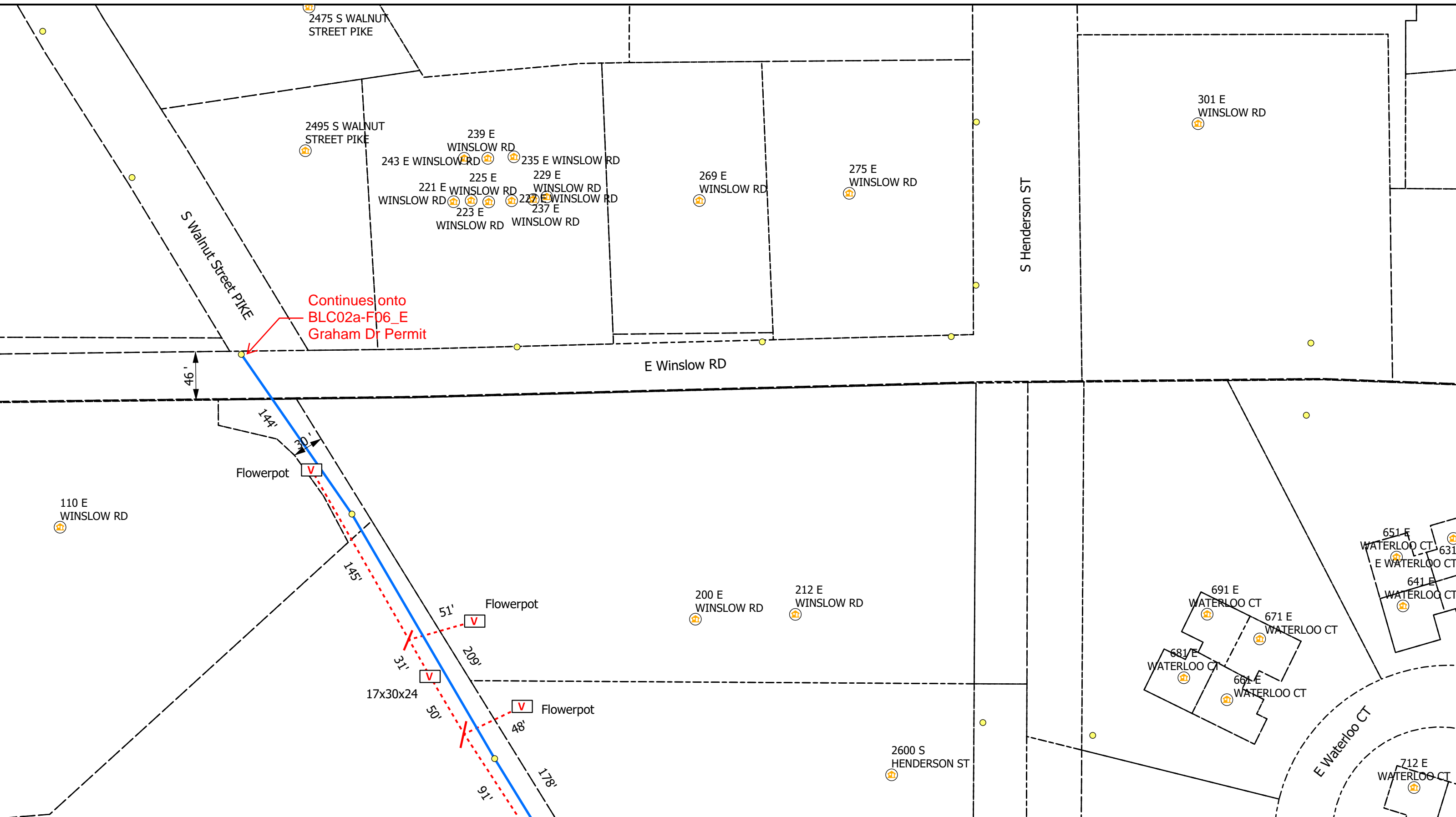
- Overhead Strand
- - - Conduit
- Grids



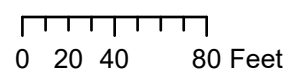
City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Continues onto
BLC02a-F06_E
Graham Dr Permit



Legend

- Poles
- Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- Risers
- Address
- Anchor
- Sidewalk
- Grids

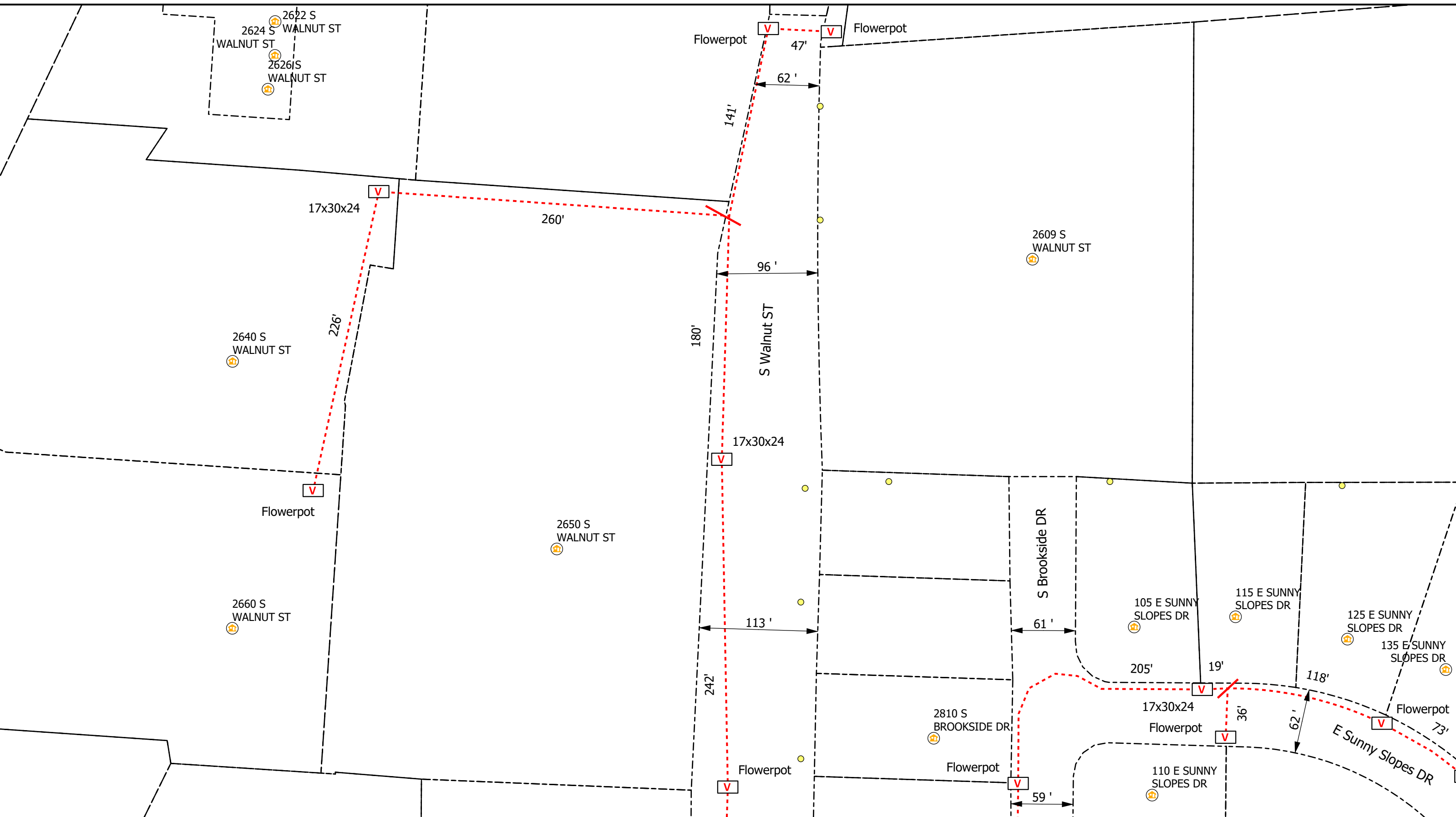
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





AEG

0 20 40 80 Feet

Legend

- Poles
- Vaults
- Overhead Strand
- Conduit
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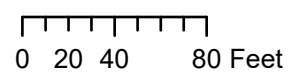
All Flowerpots 12" DIA

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City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION

Print 3 of 17



Legend

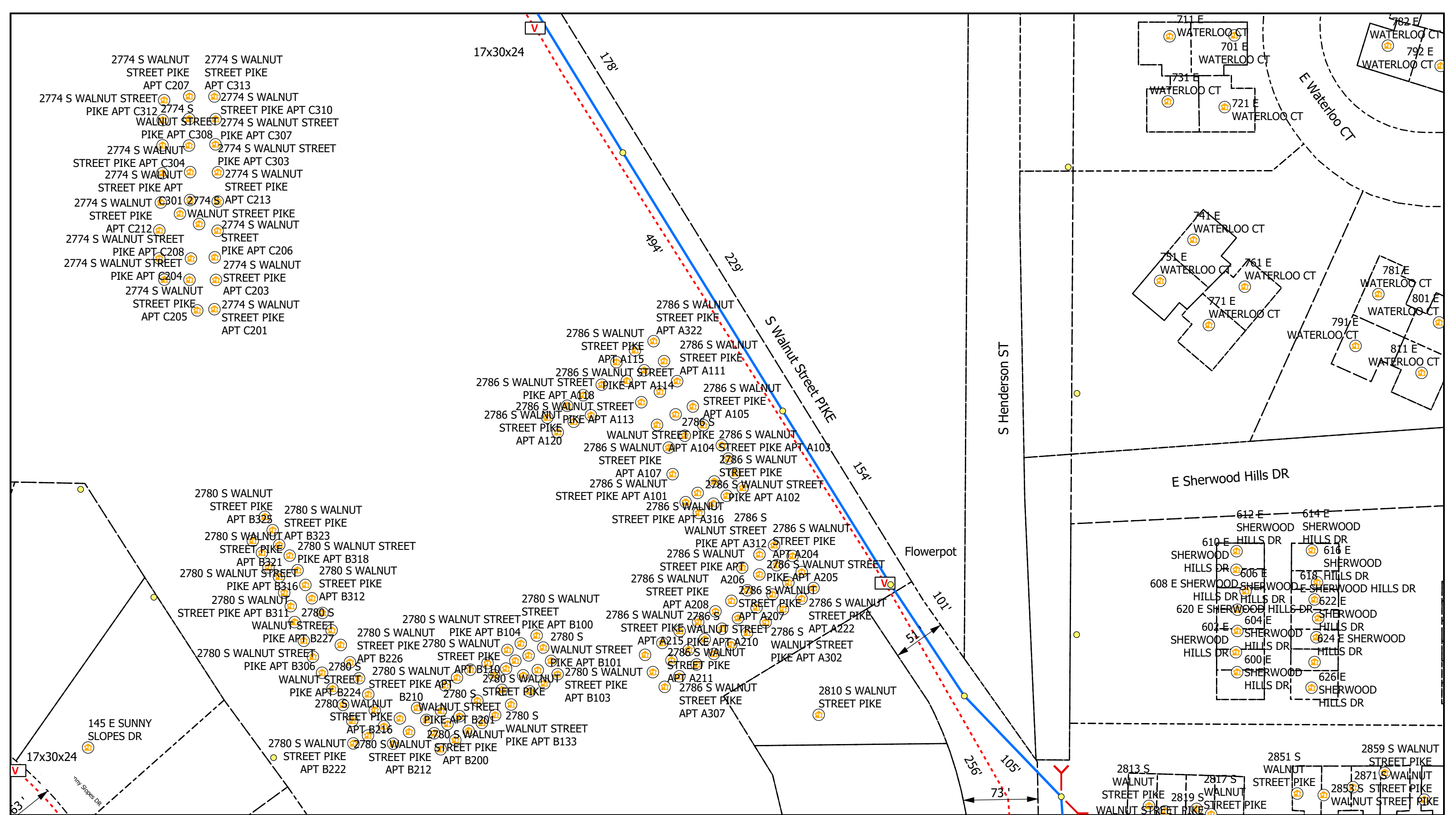
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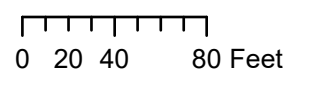
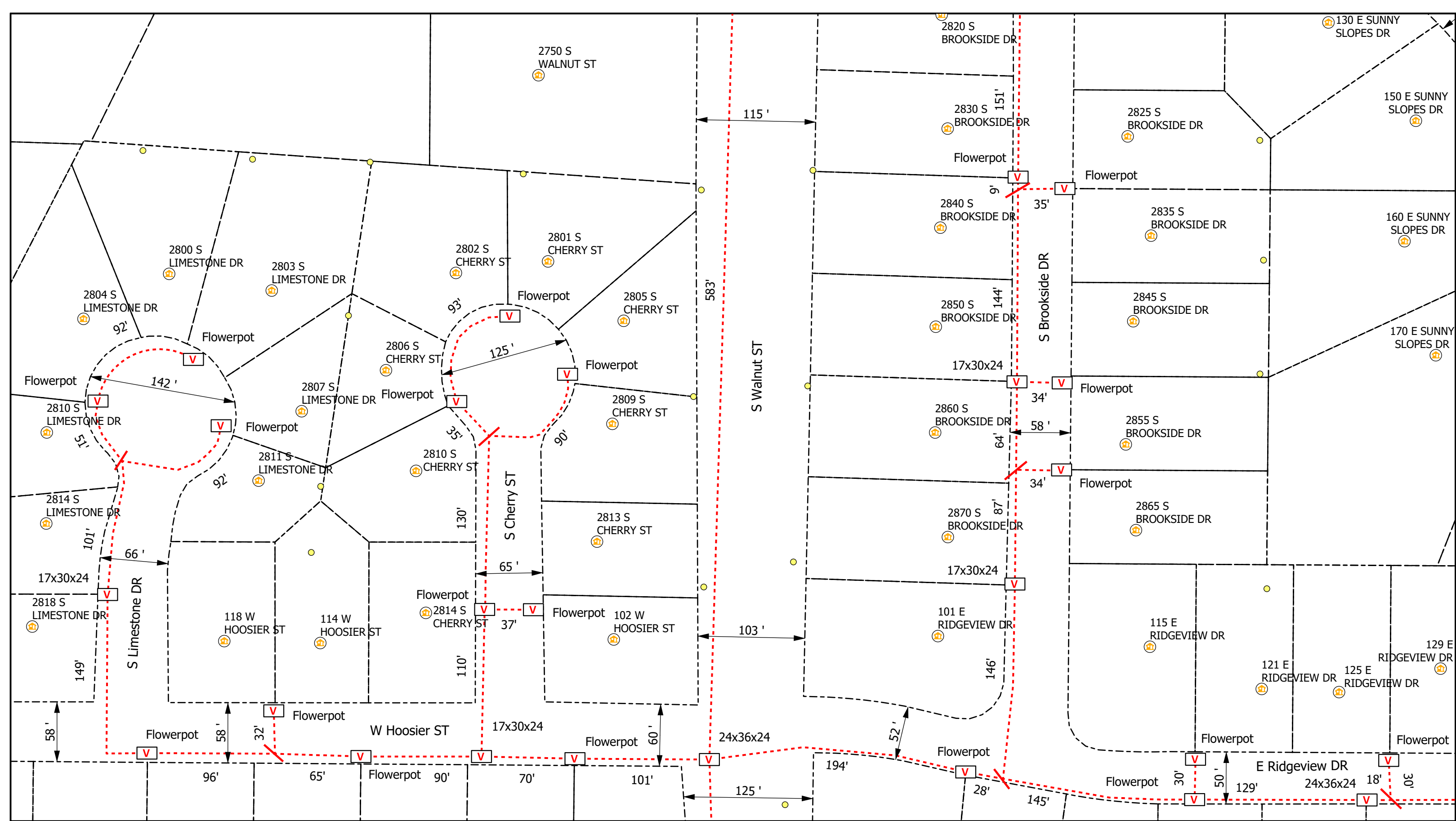
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- V Vaults
- Overhead Strand
- Conduit
- B Bloomington_Parcels
- R Risers
- A Address
- Y Anchor
- ← Sidewalk
- G Grids

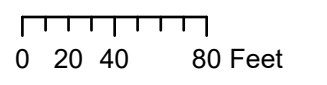
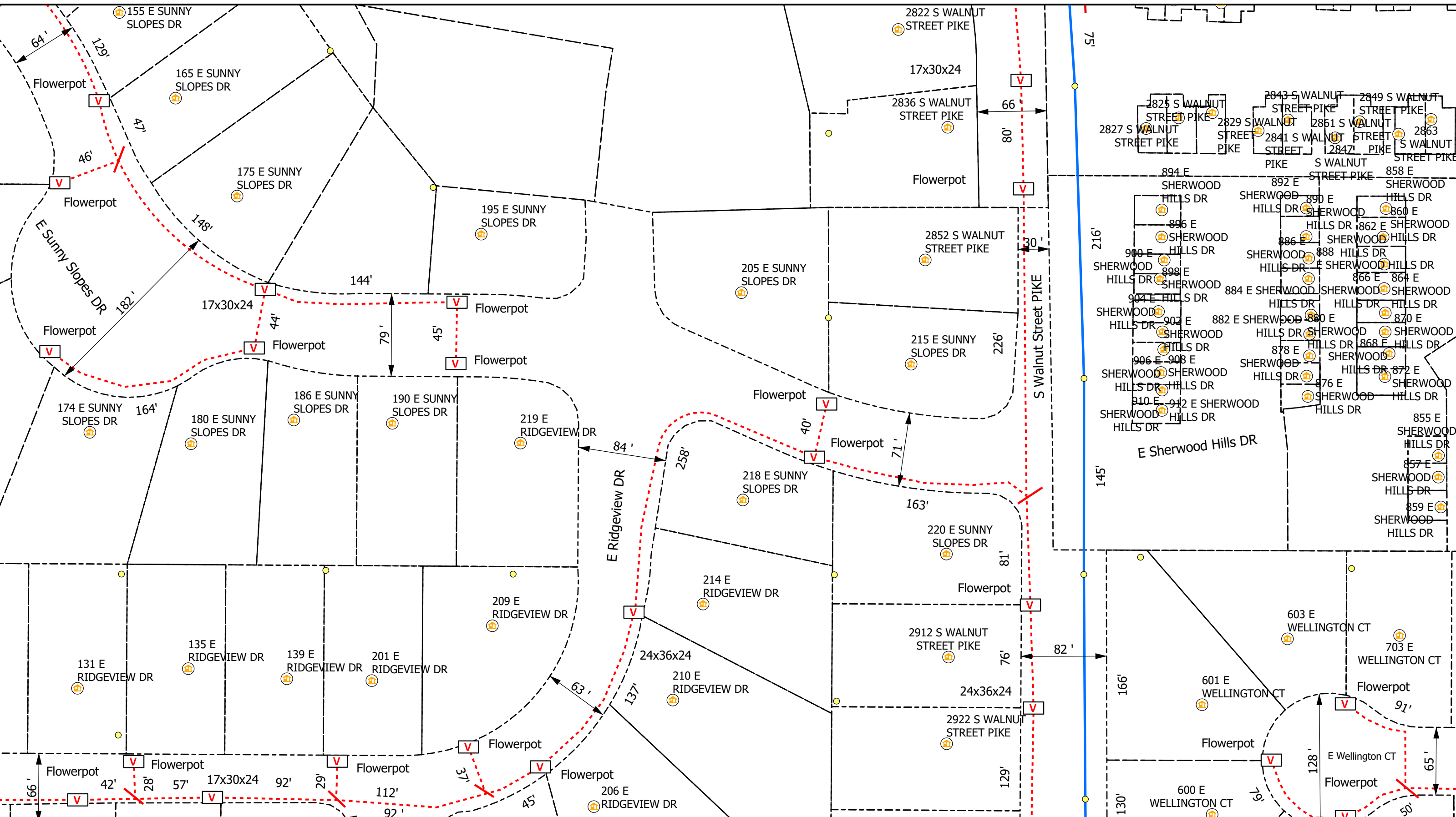
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

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Legend

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- Bloomington_Parcels
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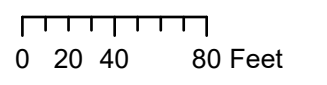
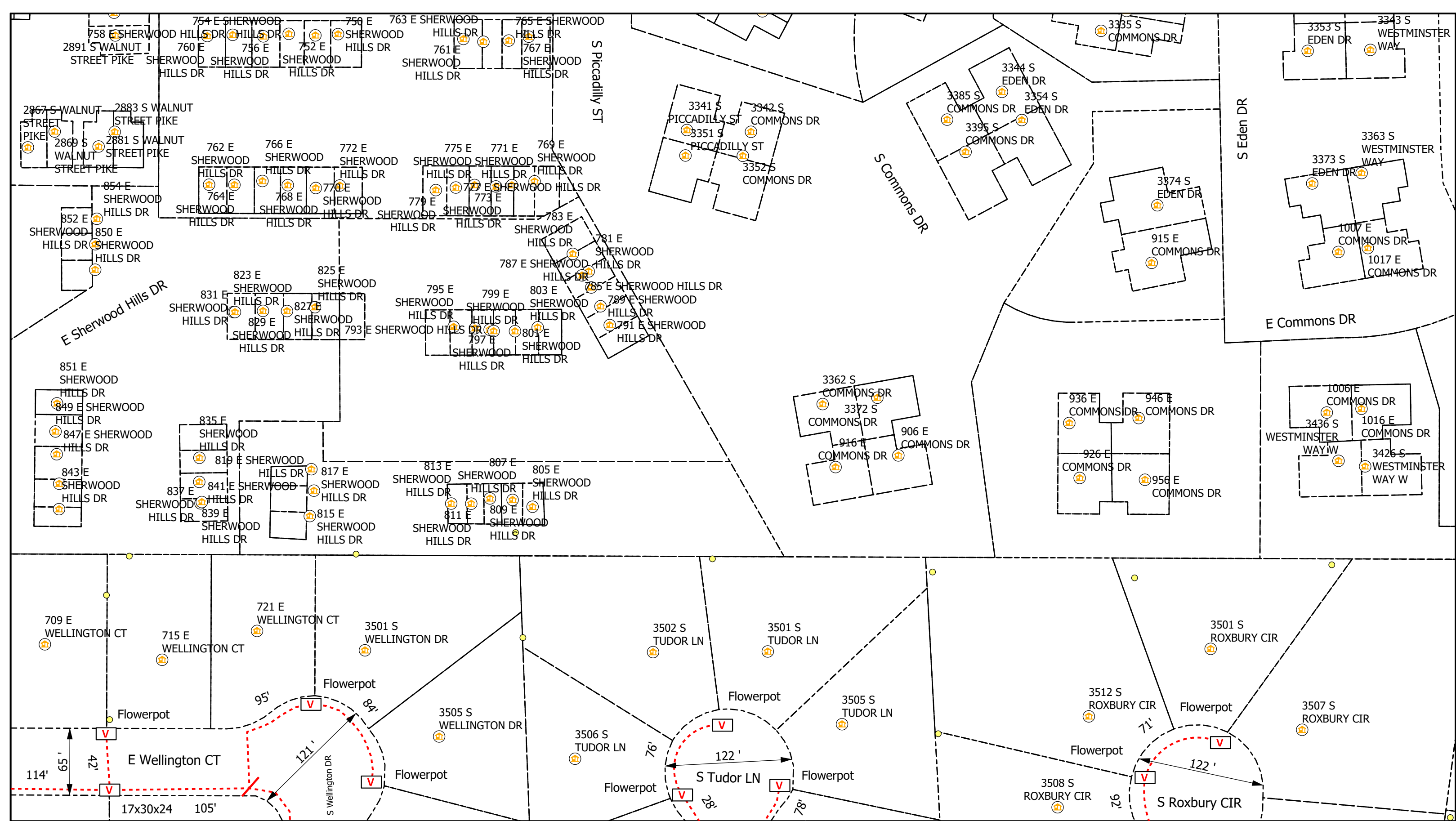
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

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Legend

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All Flowerpots 12" DIA



City of Bloomington, IN Permit:
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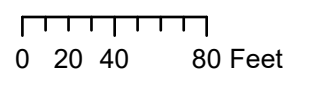
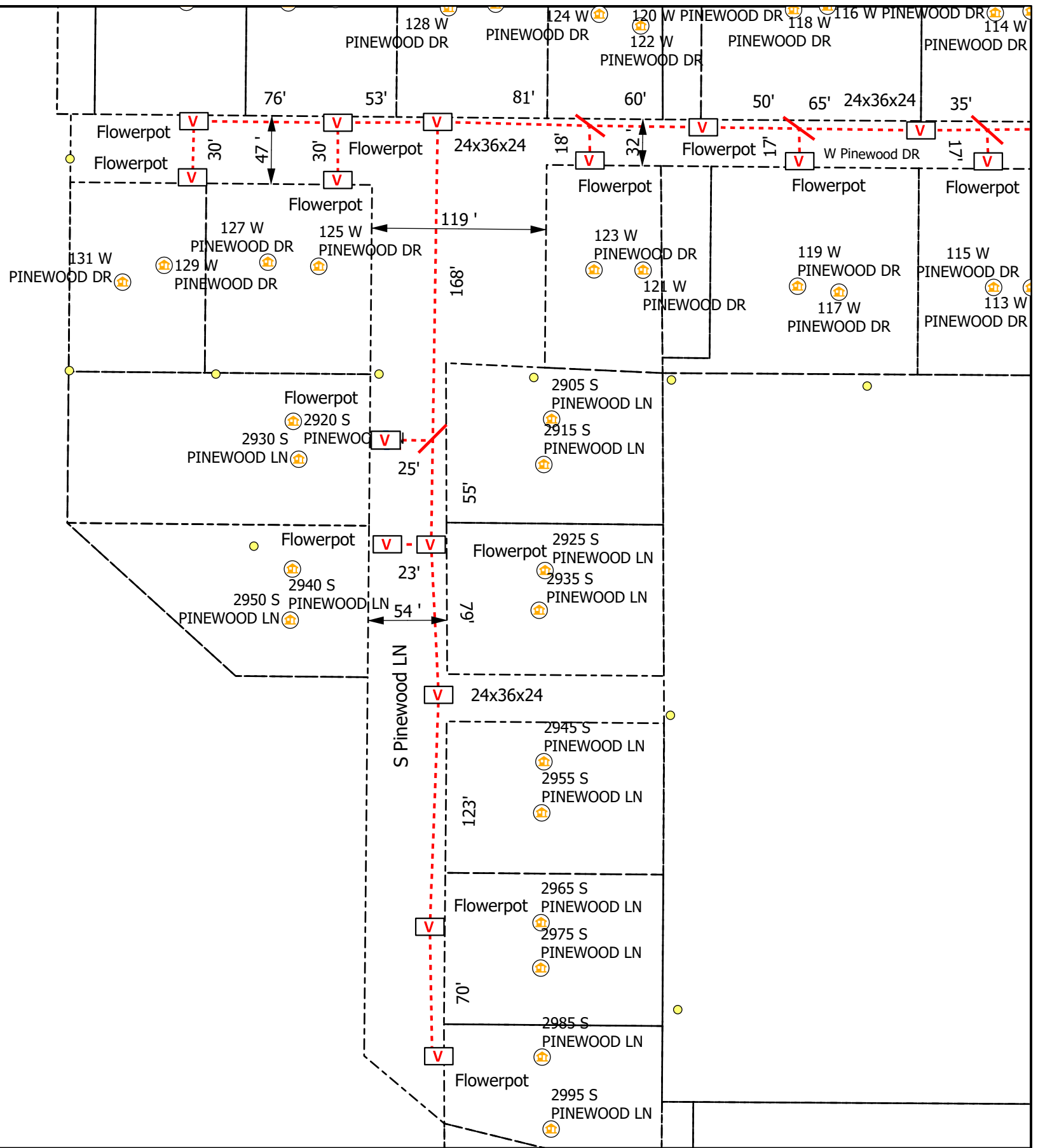


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Bloomington Rail Trail



Legend

- Poles
- Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- Risers
- Address
- Anchor
- Sidewalk
- Grids

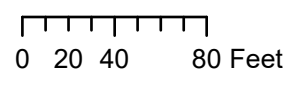
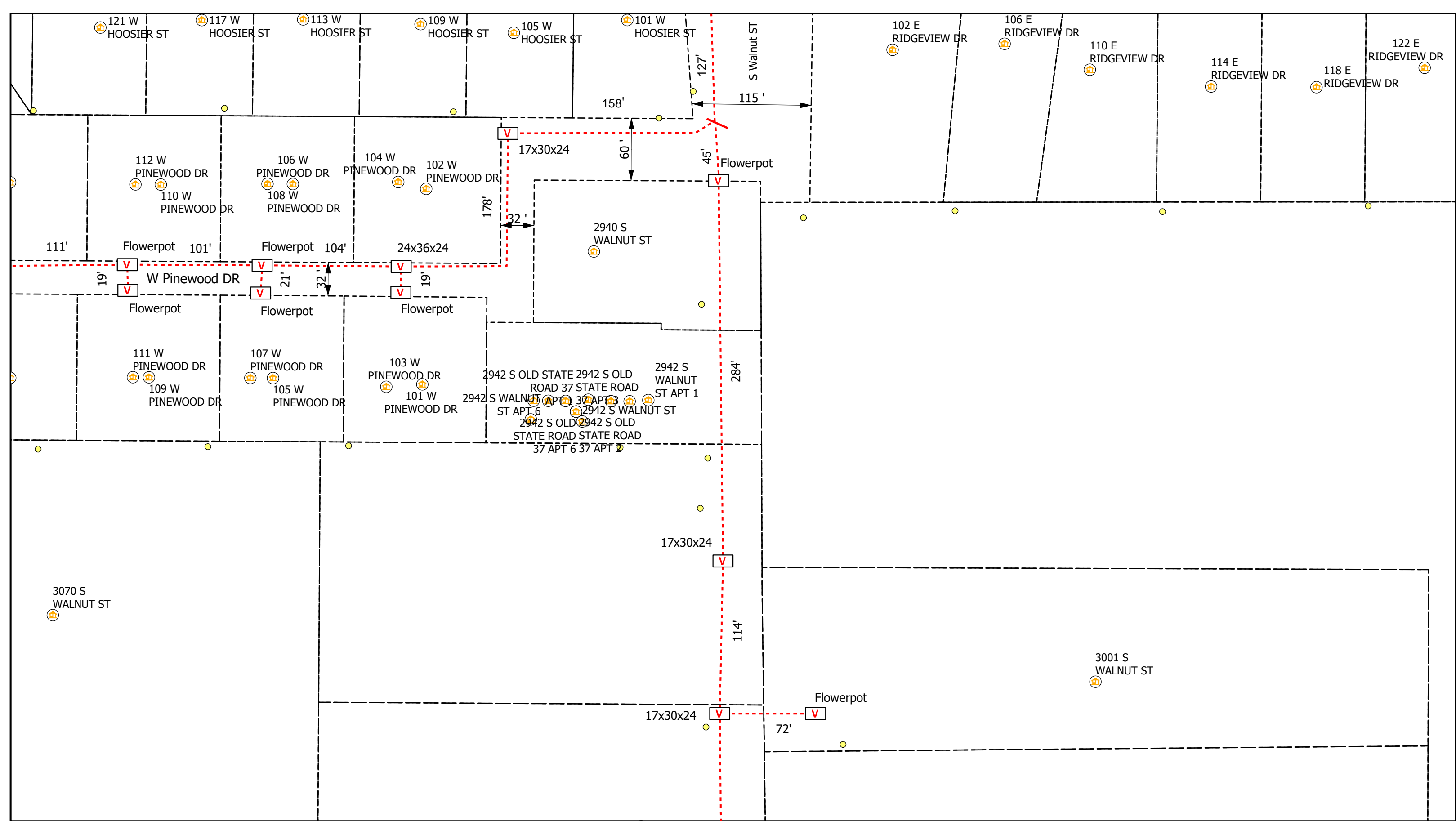
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

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Legend

- Poles
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- Conduit
- Bloomington_Parcels
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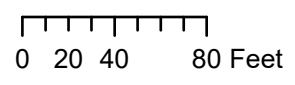
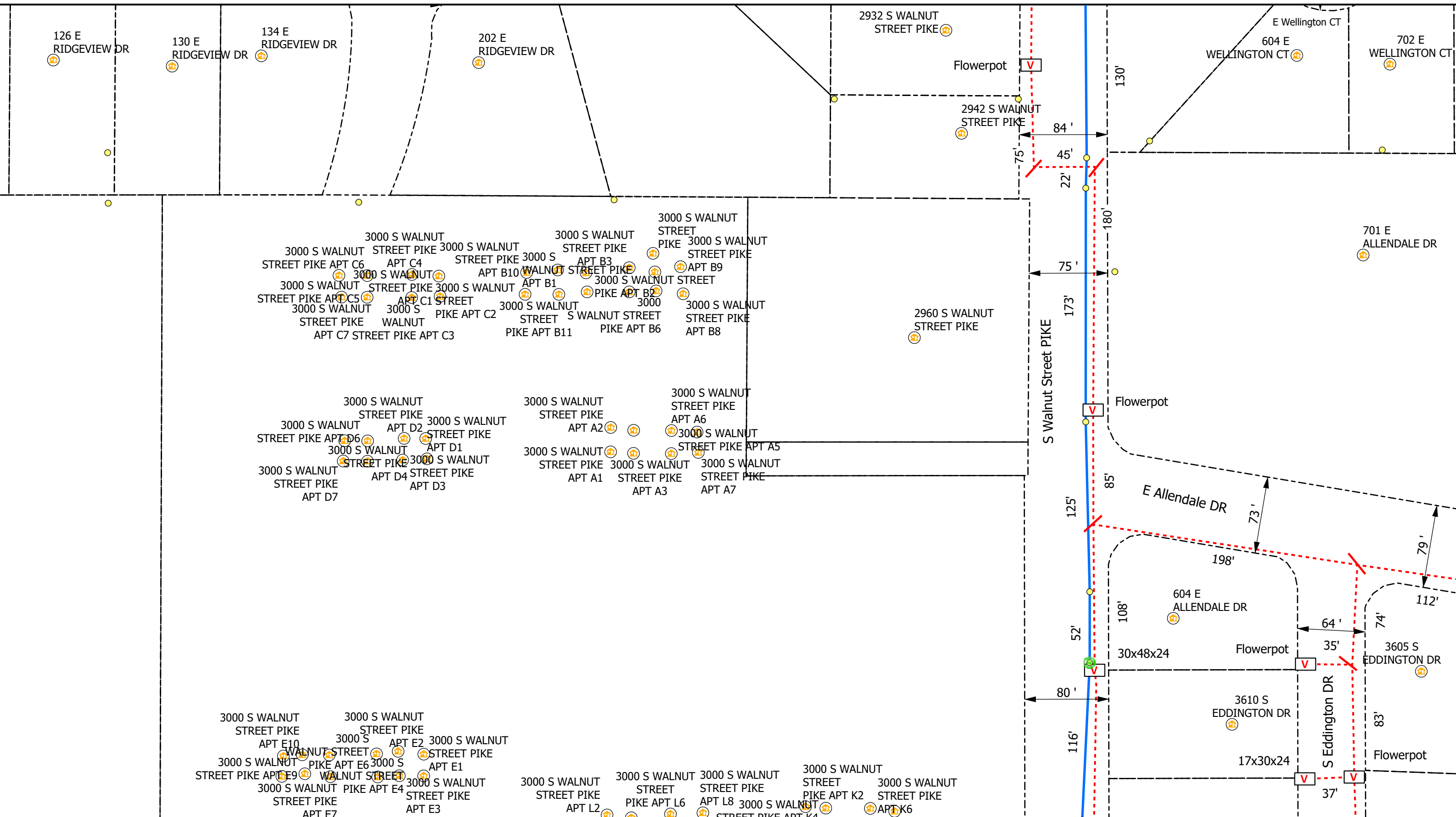
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

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Legend

- Poles
- V Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- R Risers
- Ⓜ Address
- Y Anchor
- ← Sidewalk
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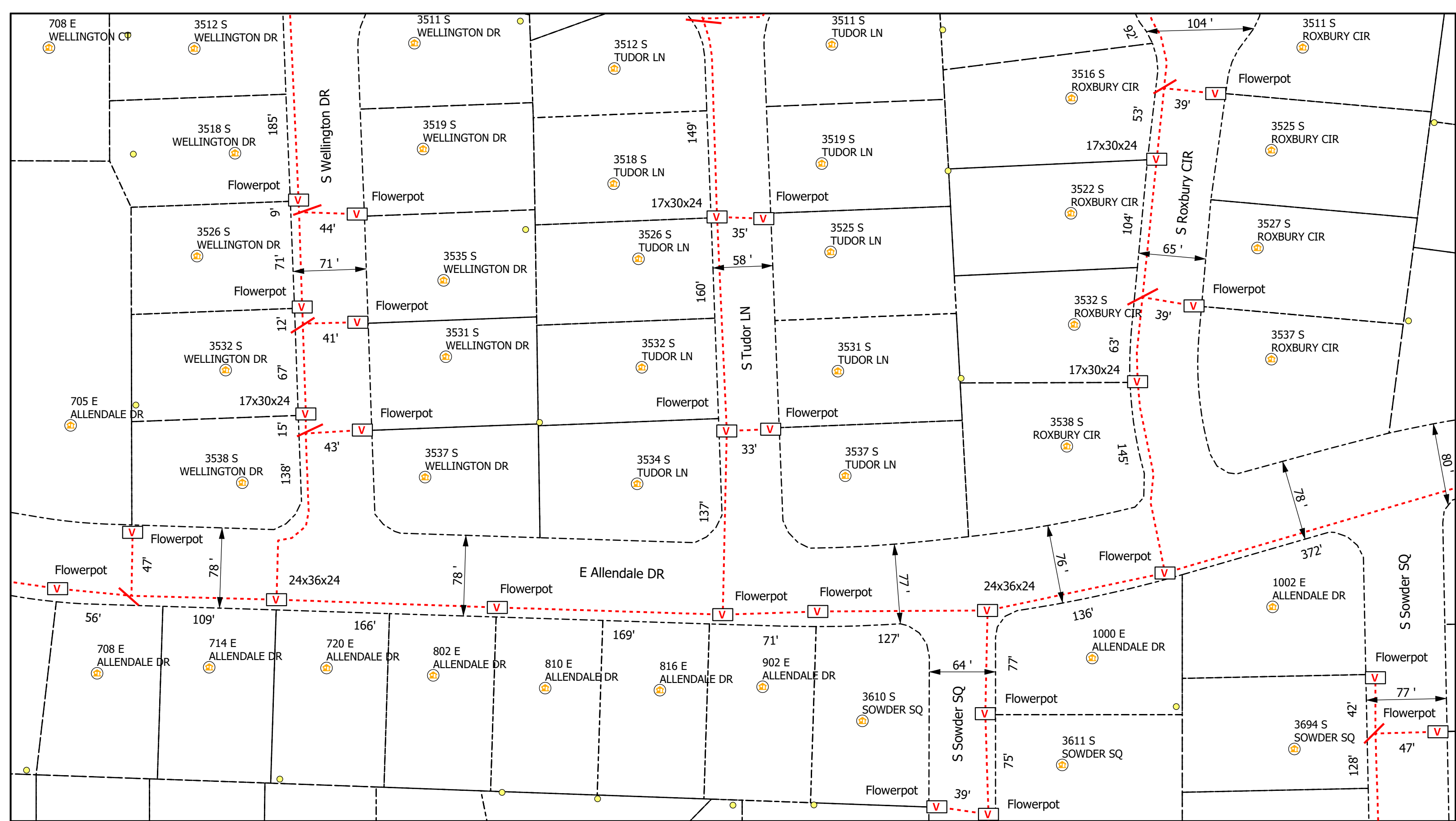
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





0 20 40 80 Feet

Legend

- Poles
- Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
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- Anchor
- Sidewalk
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All Flowerpots 12" DIA

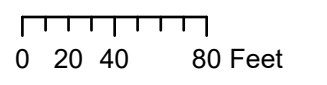
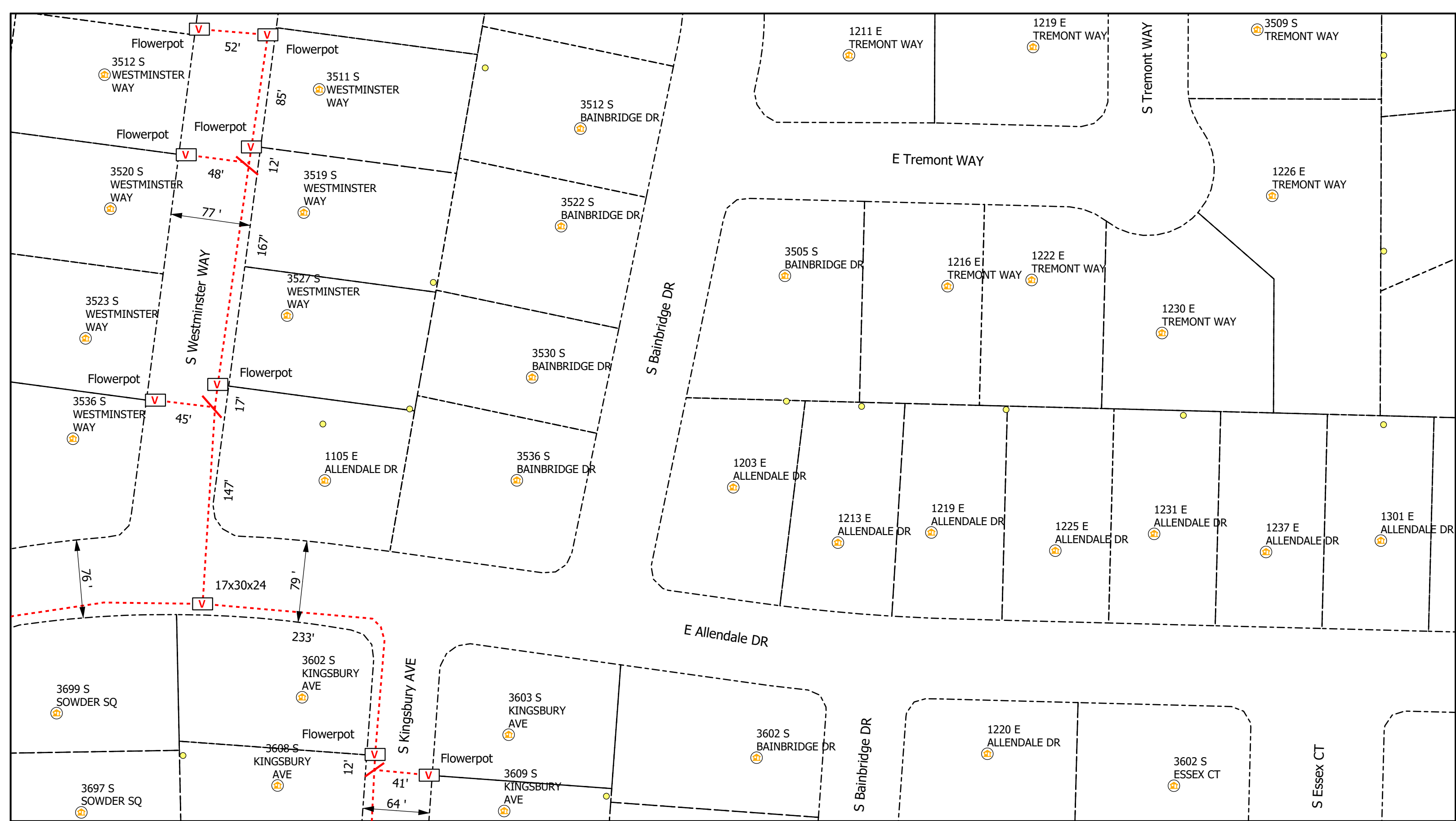
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City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

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- Conduit
- Bloomington_Parcels
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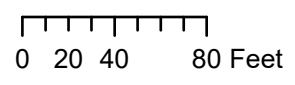
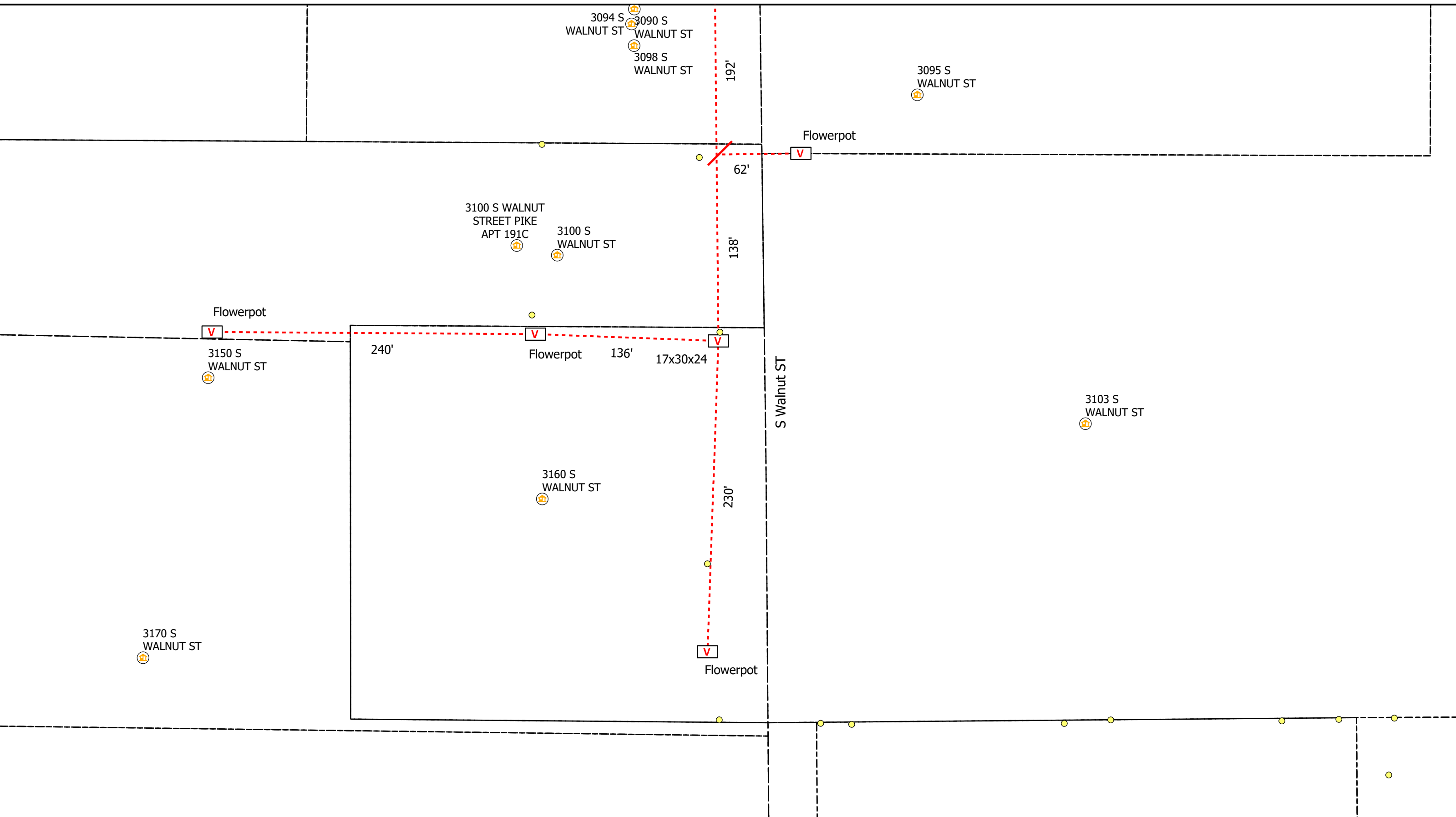
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- V Vaults
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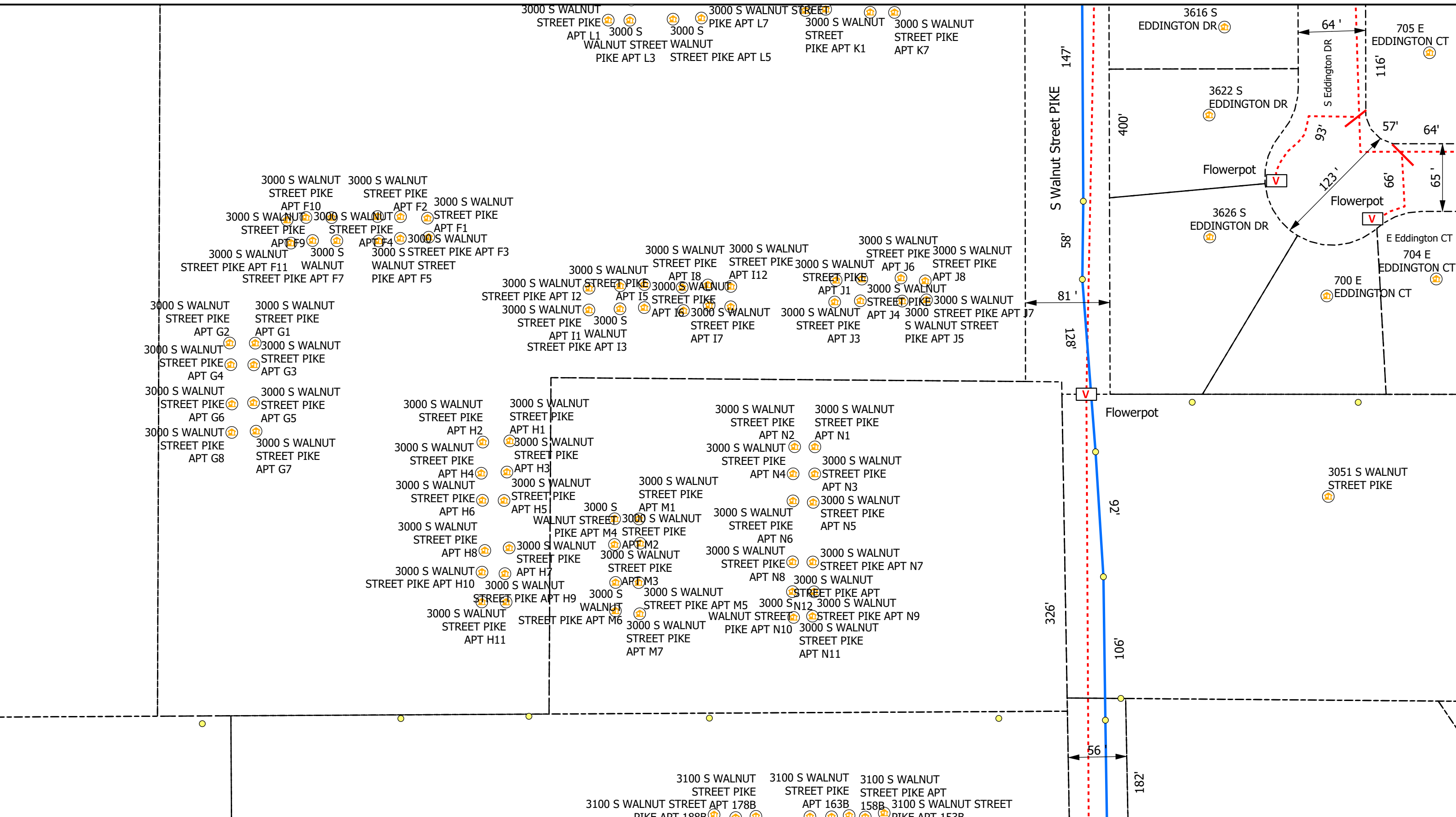
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





0 20 40 80 Feet

Legend

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- Vaults
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All Flowerpots 12" DIA

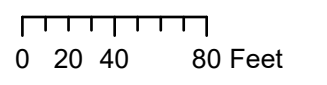
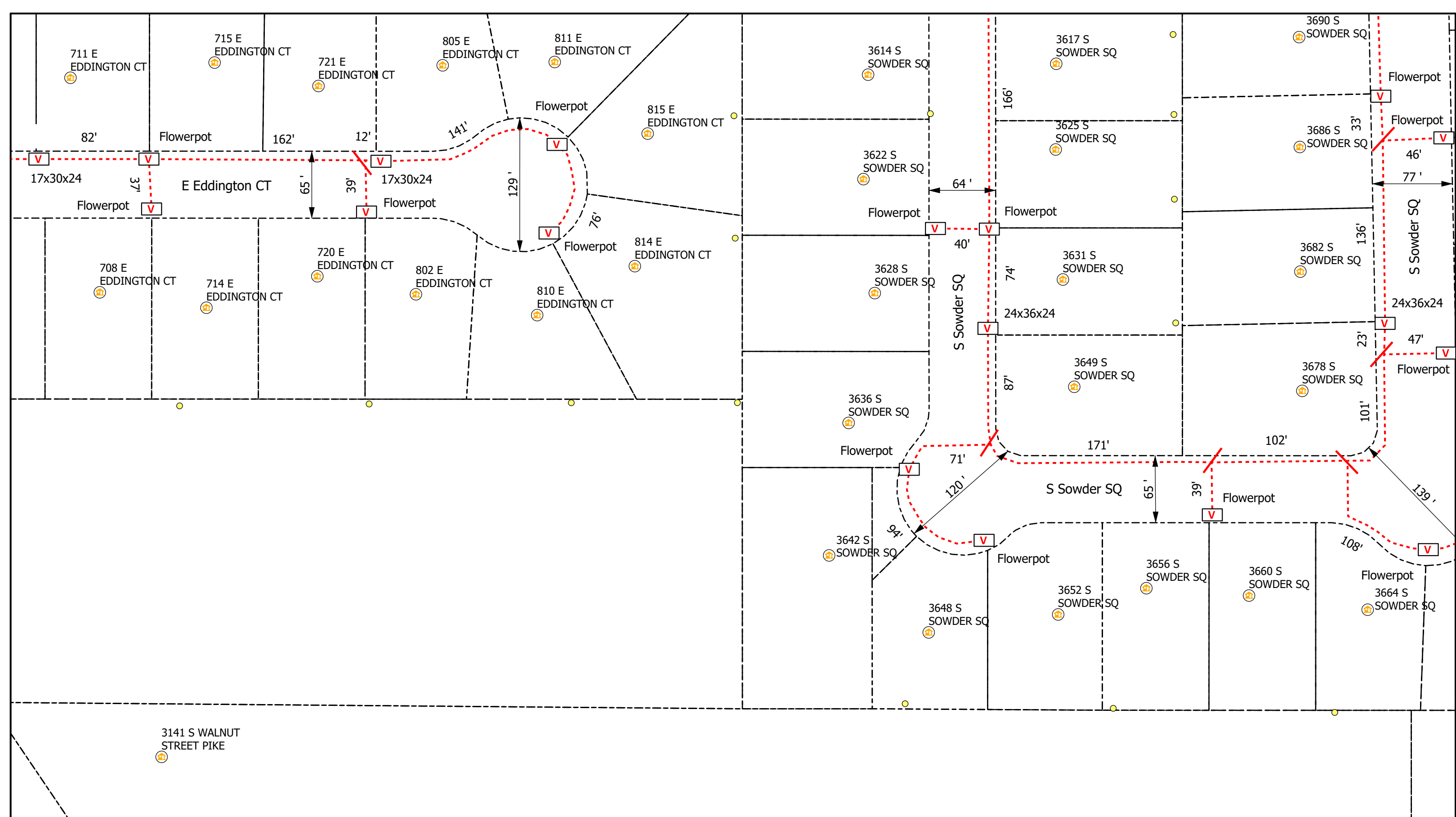
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City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

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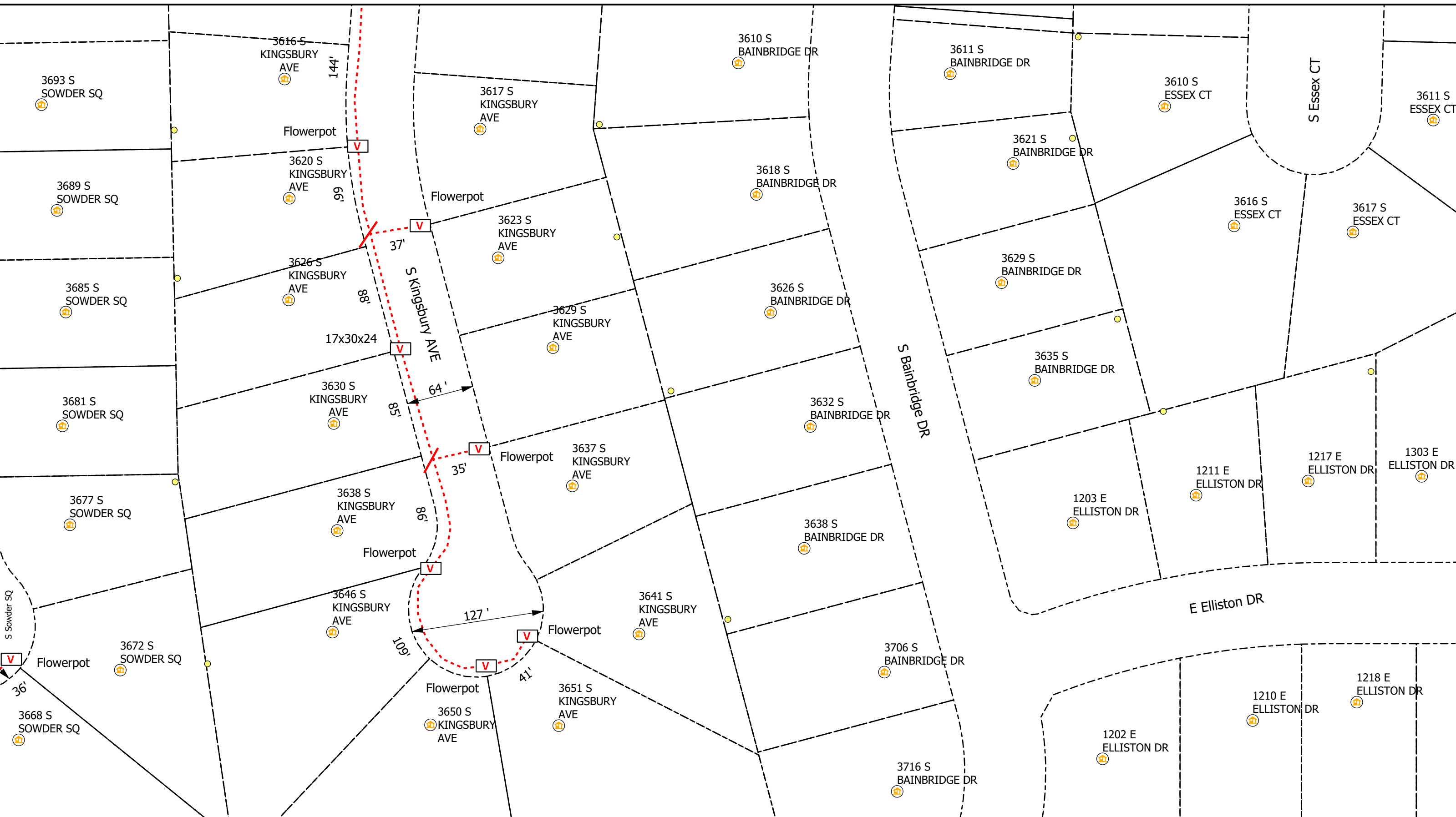
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





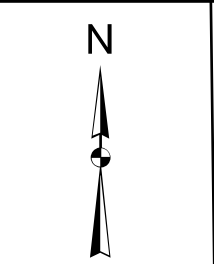
AEG

0 20 40 80 Feet

Legend

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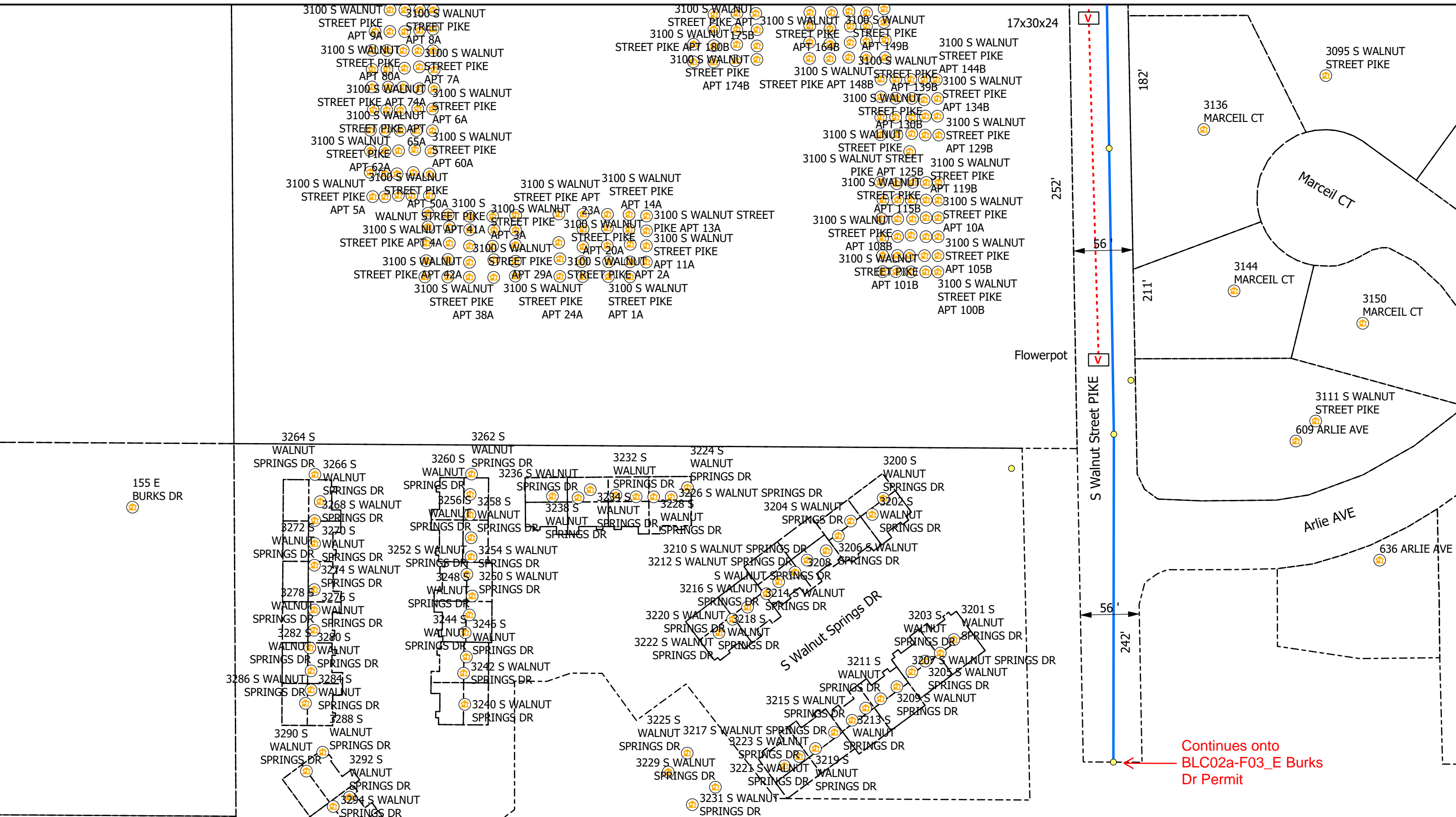
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

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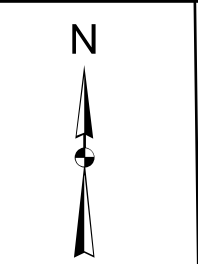
Print 16 of 17



Legend

- Poles
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- Overhead Strand
- Conduit
- Bloomington_Parcels
- R Risers
- A Address
- Y Anchor
- ← Sidewalk
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All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION

Print 17 of 17

Continues onto
BLC02a-F03_E Burks
Dr Permit

Carlton® PV-Mold® Nonmetallic Pole Riser System

Carlton 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.

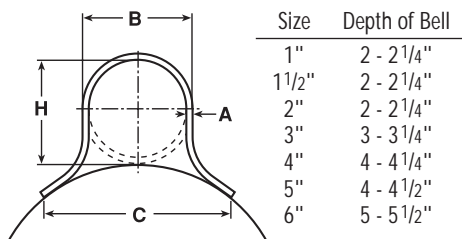


Steel U-Guard requires grounding strapping and does not have belled ends.



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

Flanged Overall Length 10 Feet, Including Bell

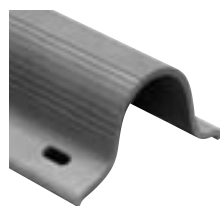


Slots are 1/2" from side to side, and allow for expansion and contraction.

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.



Standard Duty

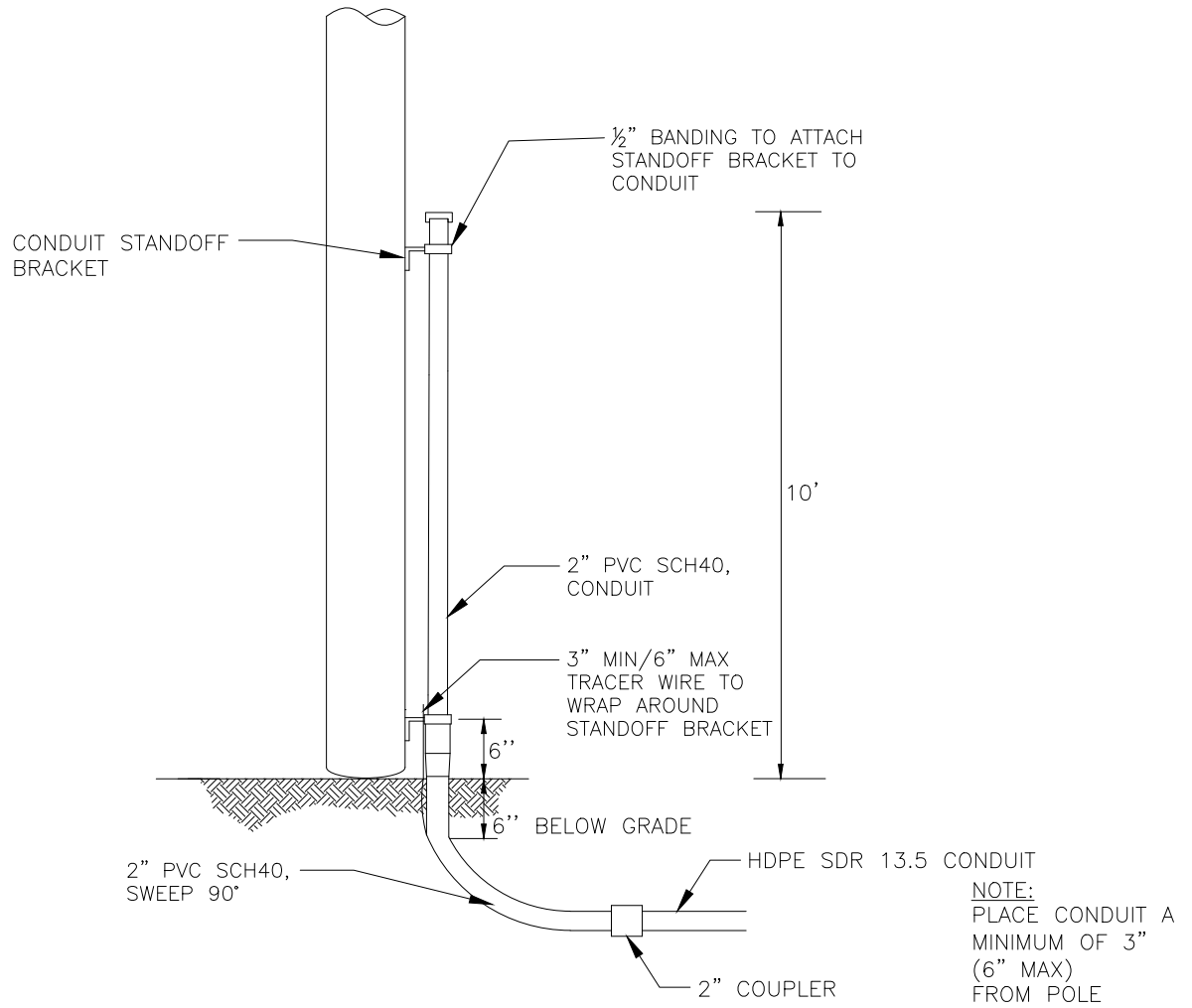
Part No.	Size	Std. Ctn. Qty.	Std. Ctn. Wt. (lbs.)	Dimensions				Actual Impact @ 0°C 20 Pound Top
				A	B	C	H	
59208N	1"	294	1059	0.100"	1 5/8"	2 3/8"	1 5/8"	40 Ft.-Lbs.
59211N	2"	136	726	0.100"	2 3/8"	4 1/2"	2 3/8"	100 Ft.-Lbs.
59211X (5' length)	2"	136	363	0.100"	2 3/8"	4 1/2"	2 3/8"	100 Ft.-Lbs.
59213N	3"	66	761	0.150"	3 1/2"	6"	3 1/2"	110 Ft.-Lbs.
59213X (5' length)	3"	66	381	0.150"	3 1/2"	6"	3 1/2"	100 Ft.-Lbs.
59215N	4"	65	910	0.150"	4 1/2"	6 1/2"	4 1/2"	110 Ft.-Lbs.
59216N	5"	30	515	0.150"	5 1/2"	7 1/2"	5 1/2"	110 Ft.-Lbs.

Heavy Duty Schedule 40

59010N	1 1/2"	200	1142	0.145"	1 29/32"	3 1/2"	1 29/32"	100 Ft.-Lbs.
59011N	2"	136	1214	0.154"	2 3/8"	4 1/2"	2 3/8"	150 Ft.-Lbs.
59013N	3"	66	937	0.216"	3 1/2"	6"	3 9/32"	150 Ft.-Lbs.
59015N	4"	65	1621	0.237"	4 1/2"	6 1/2"	4 1/2"	260 Ft.-Lbs.
59015X (5' length)	4"	65	707	0.237"	4 1/2"	6 1/2"	4 1/2"	260 Ft.-Lbs.
59016N	5"	30	870	0.258"	5 1/2"	7 1/2"	5 1/2"	260 Ft.-Lbs.
59017N	6"	30	1160	0.280"	6 5/8"	8 3/4"	6 5/8"	260 Ft.-Lbs.

Extra Heavy Duty Schedule 80

59411N	2"	136	1549	0.218"	2 3/8"	4 1/2"	2 3/8"	300 Ft.-Lbs.
59413N	3"	66	1495	0.030"	3 1/2"	6"	3 1/2"	525 Ft.-Lbs.



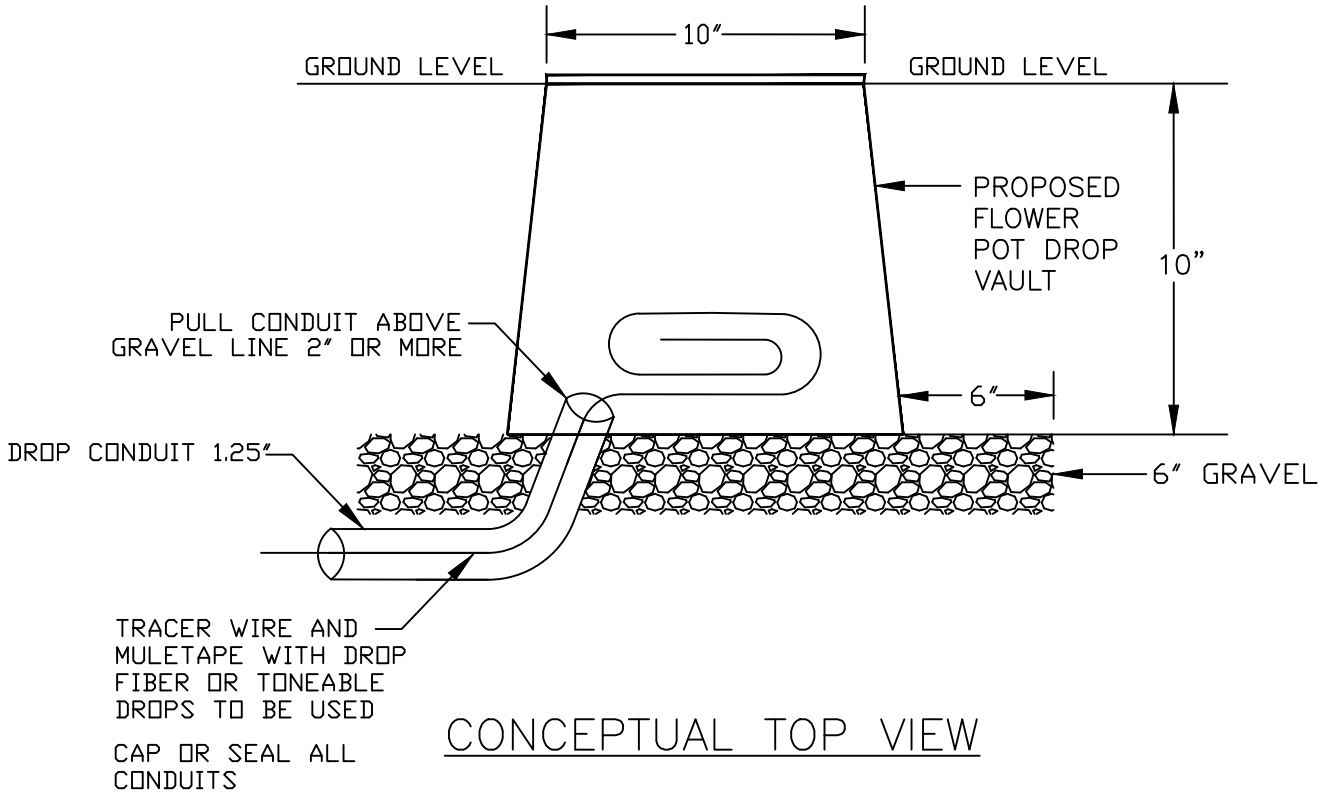
DESCRIPTION	QTY	MANUFACTURER (PREFERRED)	PART #
SCREW, LAG, 1/2" x 4-1/2"	10		
HDPE SDR 13.5 CONDUIT, VARIOUS SIZES	N/A		
2" PVC SCH40, RISER PIPE	1		
#12 TRACER WIRE	N/A		
2" PVC SCH40, SWEEP, 90 DEG	1		
CONDUIT STANDOFF BRACKET	VARIES		
CONDUIT STRAP KIT	VARIES		
2" COUPLER	1		



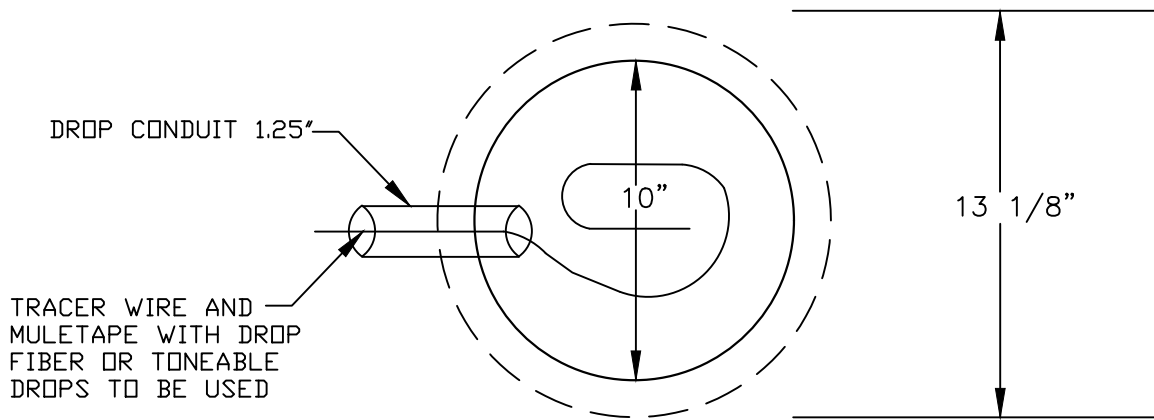
TYPICAL RISER
CONDUIT
WOOD POLE

(R2-W)

CONCEPTUAL SIDE VIEW



CONCEPTUAL TOP VIEW

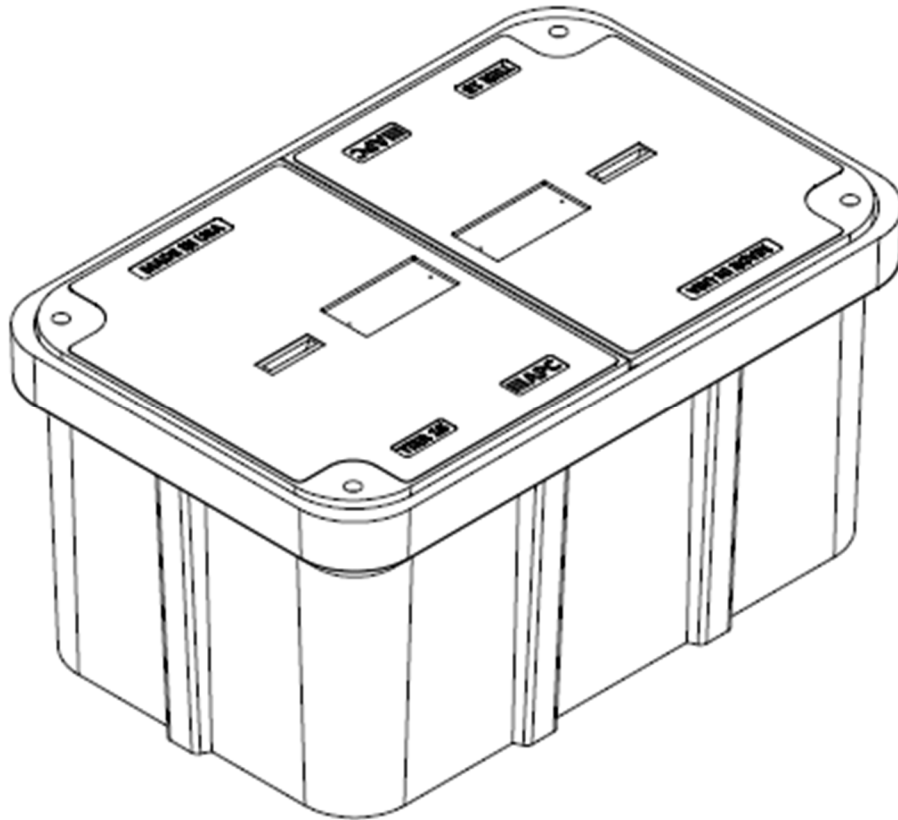


FLOWER POT

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"x48"x18"	Tier 15	P304818HU15...	460 lbs.
PC Unit – TIER 22	30"x48"x18"	Tier 22	P304818HU22...	525 lbs.
PC Unit – TIER 15	30"x48"x24"	Tier 15	P304824HU15...	510 lbs.
PC Unit – TIER 22	30"x48"x24"	Tier 22	P304824HU22...	575 lbs.
PC Unit – TIER 15	30"x48"x36"	Tier 15	P304836HU15...	615 lbs.
PC Unit – TIER 22	30"x48"x36"	Tier 22	P304836HU22...	680 lbs.

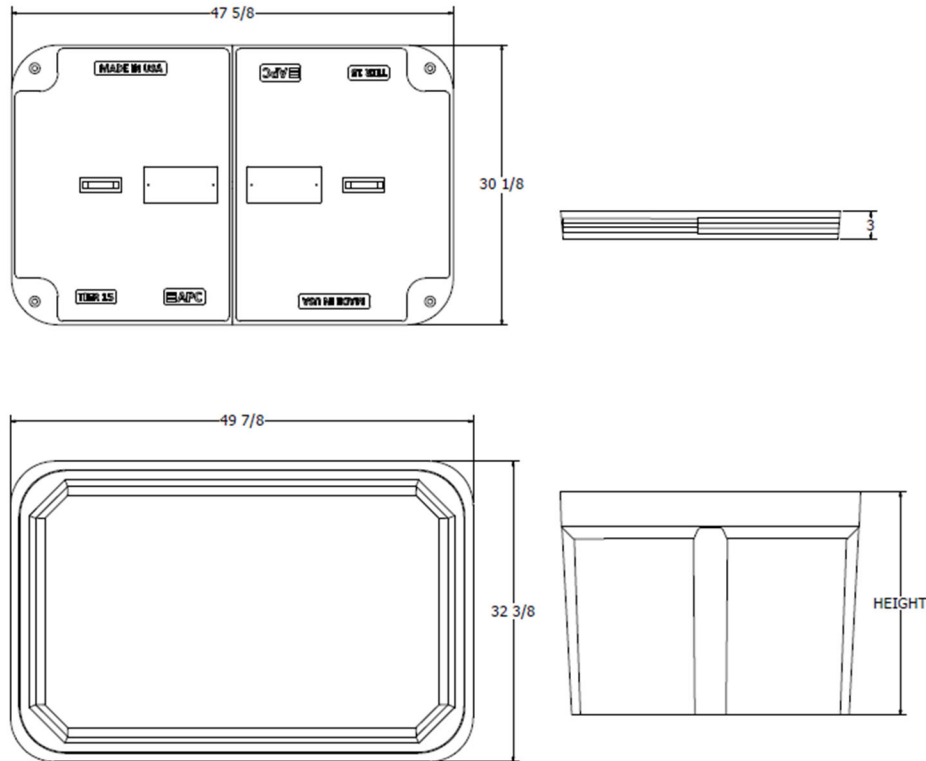


30"x48" PC UNIT, 2PC TIER 15/22

18", 24", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	30"x48"x18"	Tier 22	P304818B22	185 lbs.
Replacement Box	30"x48"x24"	Tier 22	P304824B22	235 lbs.
Replacement Box	30"x48"x36"	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



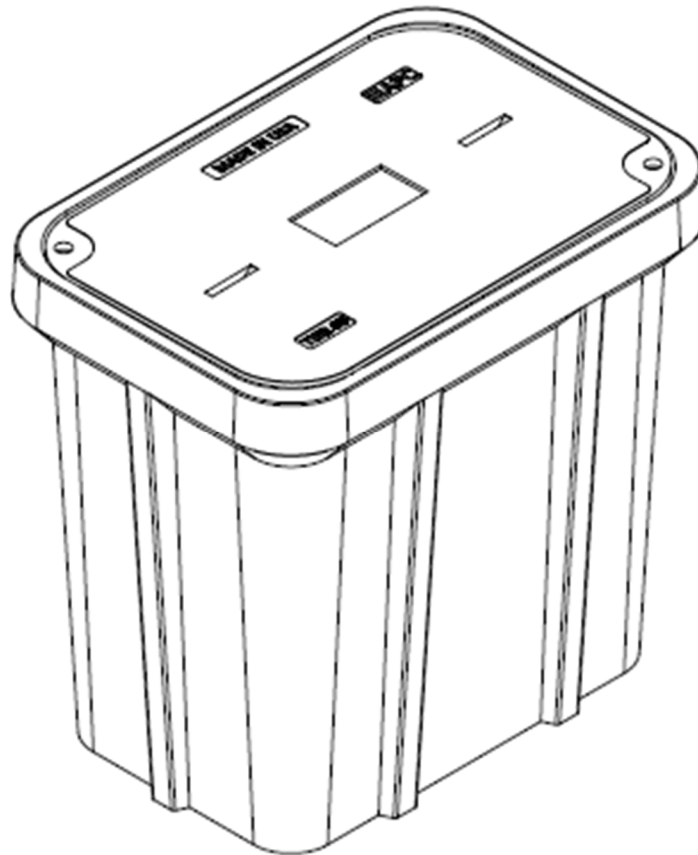
Auger Thread



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	24x36"x18"	Tier 15	P243618U15...	335 lbs.
PC Unit – TIER 22	24x36"x18"	Tier 22	P243618U22...	355 lbs.
PC Unit – TIER 15	24x36"x24"	Tier 15	P243624U15...	365 lbs.
PC Unit – TIER 22	24x36"x24"	Tier 22	P243624U22...	385 lbs.
PC Unit – TIER 15	24x36"x30"	Tier 15	P243630U15...	395 lbs.
PC Unit – TIER 22	24x36"x30"	Tier 22	P243630U22...	415 lbs.
PC Unit – TIER 15	24x36"x36"	Tier 15	P243636U15...	425 lbs.
PC Unit – TIER 22	24x36"x36"	Tier 22	P243636U22...	445 lbs.

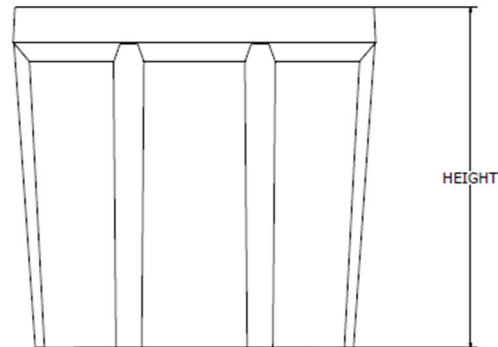
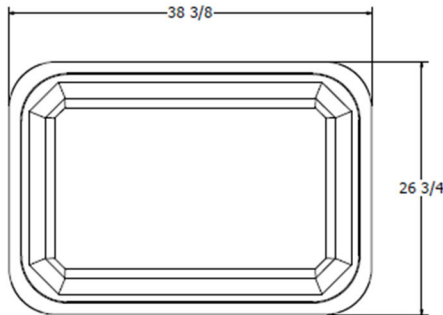
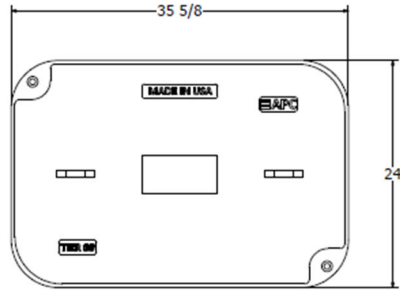


24"x36" PC UNIT, TIER 15/22

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"x36"	Tier 15	Various	170 lbs.
Replacement Lids - T22	24"x36"	Tier 22	Various	190 lbs.

Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread

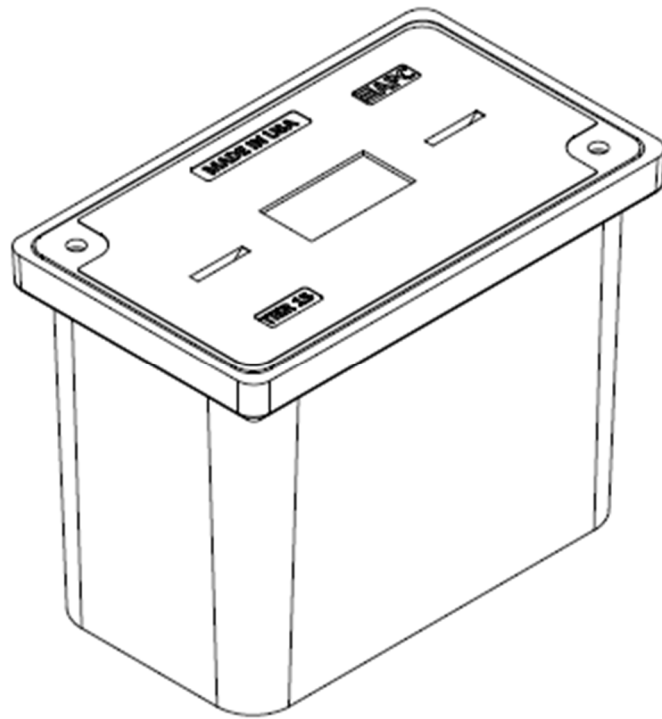


17"x30" PC UNIT, TIER 15/22

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.

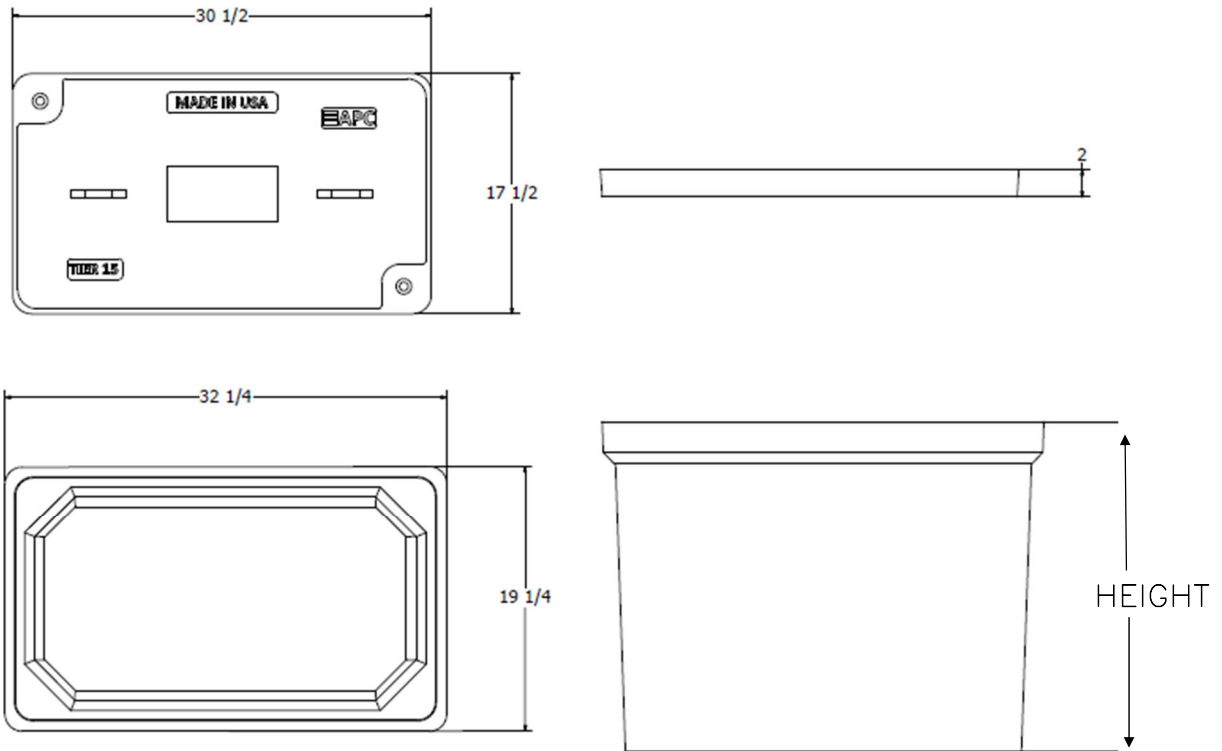


17"x30" PC UNIT, TIER 15/22

12", 18", 24", and 30" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	17"x30"x12"	Tier 22	P173012B22	66 lbs.
Replacement Box	17"x30"x18"	Tier 22	P173018B22	100 lbs.
Replacement Box	17"x30"x24"	Tier 22	P173024B22	120 lbs.
Replacement Box	17"x30"x30"	Tier 22	P173030B22	145 lbs.
Replacement Lids – T15	17"x30"	Tier 15	Various	72 lbs.
Replacement Lids – T22	17"x30"	Tier 22	Various	81 lbs.

Bolt options



Machine Thread



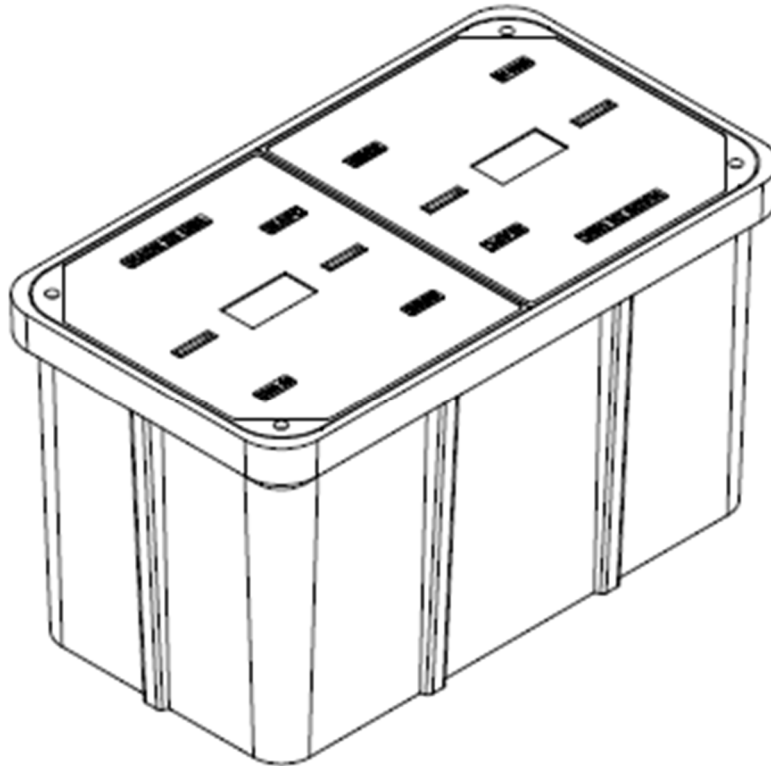
Auger Thread



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"x60"x36"	Tier 22	P336036U22...	1030 lbs.

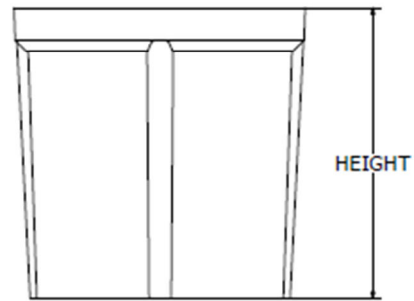
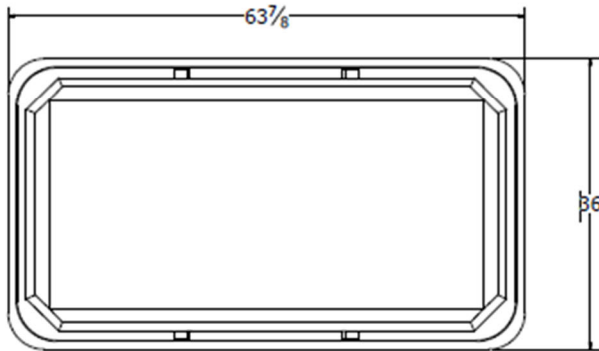
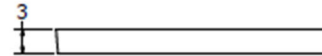
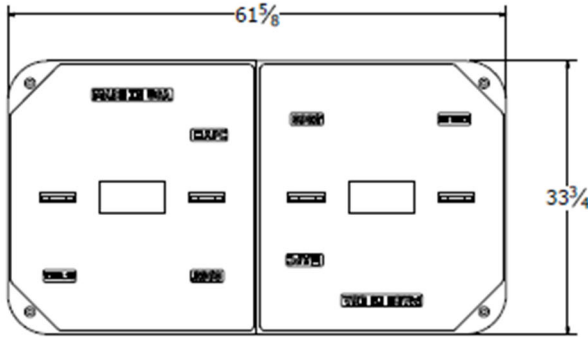


33"x60" PC UNIT, 2PC TIER 15/22

36" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	33"x60"x36"	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



Speed (MPH) Prior To Road Work	SIGN SPACING, FT.		BUFFER SPACE, FT.	TAPER LENGTH, FT.		CHANNELIZING SPACING, FT.	
	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
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
Urban Low Speed - 100 FT							

APPROVED/ACCEPTED BY:
ENGINEER, OWNER, or PRIME CONTRACTOR
 Check for Notice to Proceed.
BLC02a-F05_S Tudor Ln -TCP1

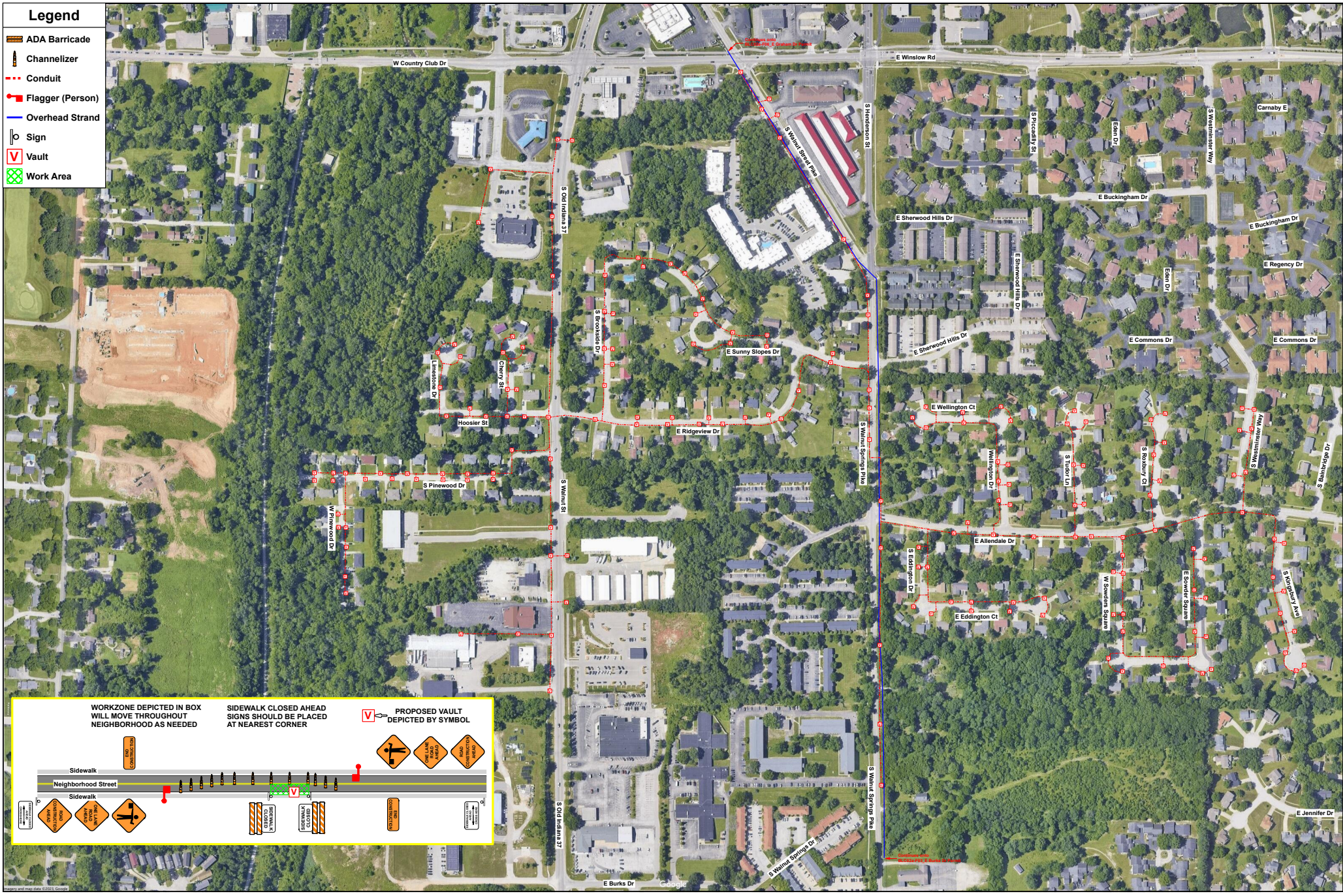
Signature: _____

Company: _____

Road Runner Safety Services, Inc.

Date: 3/1/2023 Project: BLC02a-F05 S Tudor Ln -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.






CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

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

Phone: (812) 349-3913
Fax: (812) 349-3520
Email:
engineering@bloomington.in.gov

ROW EXCAVATION ROW USE

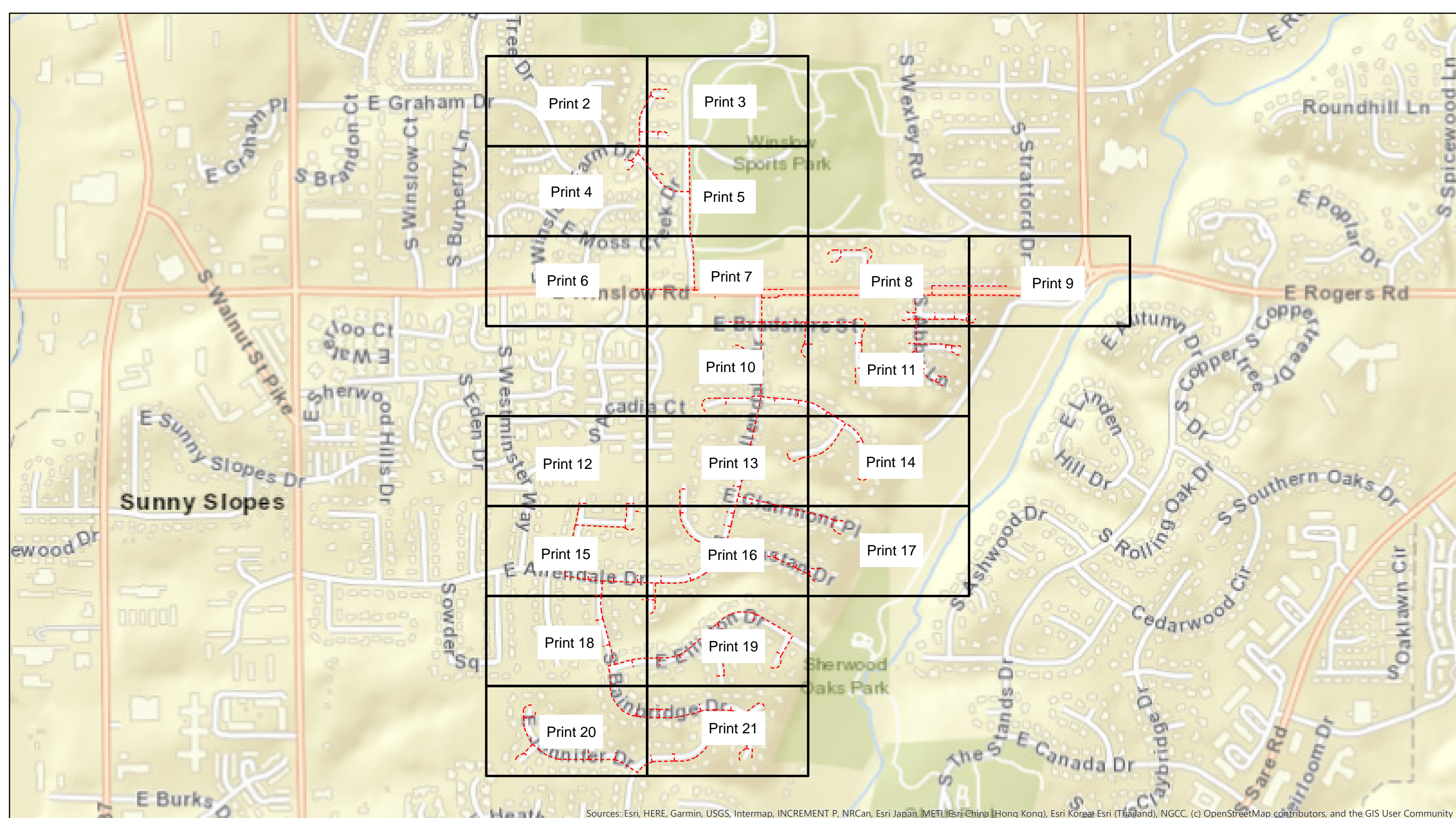
ADDRESS OF ROW ACTIVITY: S Xavier Ct

A. APPLICANT/AGENT INFORMATION:		D. TRAFFIC CONTROL DEVICES*:	
APPLICANT NAME: <u>Bret Simons</u>		<input checked="" type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD	
E-MAIL: <u>bret.simons@aeg.cc</u>		<input type="checkbox"/> LIGHTED BARRELS <input checked="" type="checkbox"/> TYPE 3 BARRICADES	
COMPANY: <u>Atlantic Engineering Group</u>		<input checked="" type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER	
ADDRESS: <u>P.O. Box 349</u>		*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED. See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet	
CITY, STATE, ZIP: <u>Buford, GA 30515</u>			
24-HR EMERGENCY CONTACT NAME: <u>(706)654-2298</u>		E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input type="checkbox"/> N	
24-HR CONTACT PHONE #: _____		IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436	
INSURANCE #*: <u>TB5-691-473497-082</u> COMPANY: <u>ACORD</u>		F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?	
BOND #*: <u>1160465</u> COMPANY: <u>LEXON</u>		PROJECT NAME: <u>BLC02a-F11 S Xavier Ct</u>	
*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED		PROJECT #: <u>BLC02a-F11 S Xavier Ct</u>	
SUBCONTRACTOR INFORMATION		PROJECT MGR.: <u>Lex Mullins</u>	
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)		PROJECT MGR. #: <u>215-847-8819</u>	
COMPANY NAME: _____		*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY	
B. WORK DESCRIPTION:		*IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY	
<input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE*		G. EXCAVATIONS:	
(EXPLAIN): <u>Excavation</u>		SQ FT OF PAVEMENT* EXCAVATIONS: <u>N/A</u>	
*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND		*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS	
C. RIGHT OF WAY TO BE USED/CLOSED:		SQ FT OF NON-PAVEMENT* EXCAVATIONS: <u>717.04 Sq Ft</u>	
STREET NAME 1: <u>S Xavier Ct</u>		*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE	
1ST INTERSECTING STREET NAME: _____		LINEAL FT OF BORE*: <u>29,779 Lineal Ft</u>	
2ND INTERSECTING STREET NAME: _____		*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS	
<input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>		# OF POLE INSTALLATIONS/REMOVAL: <u>N/A</u>	
<input checked="" type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		SQ FT OF SIDEWALK RECONSTRUCTION*: <u>N/A</u>	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED	
START DATE: <u>Mar 17</u> END DATE: _____ # OF DAYS*: <u>30</u>		SQ FT OF SIDEWALK NEW CONSTRUCTION*: <u>N/A</u>	
STREET NAME 2: _____		*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE	
1ST INTERSECTING STREET NAME: _____		#RESIDENTIAL DRIVEWAY INSTALLATION: <u>N/A</u>	
2ND INTERSECTING STREET NAME: _____		 <p>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. IT'S THE LAW.</p>	
<input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>			
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		H. INDEMNIFICATION AGREEMENT:	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.	
START DATE: _____ END DATE: _____ # OF DAYS*: _____		I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.	
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW		PRINT NAME: <u>Bret Simons</u>	
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM		SIGNATURE: <u>Bret Simons</u>	
STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/>		DATE: <u>3/2/2023</u>	
REQUESTED CLOSURE HOURS: _____ AM - _____ PM			
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process			
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)			

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



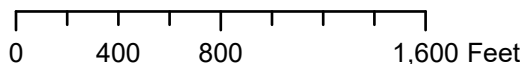
Legend BLC02a-F11_S Xavier Ct

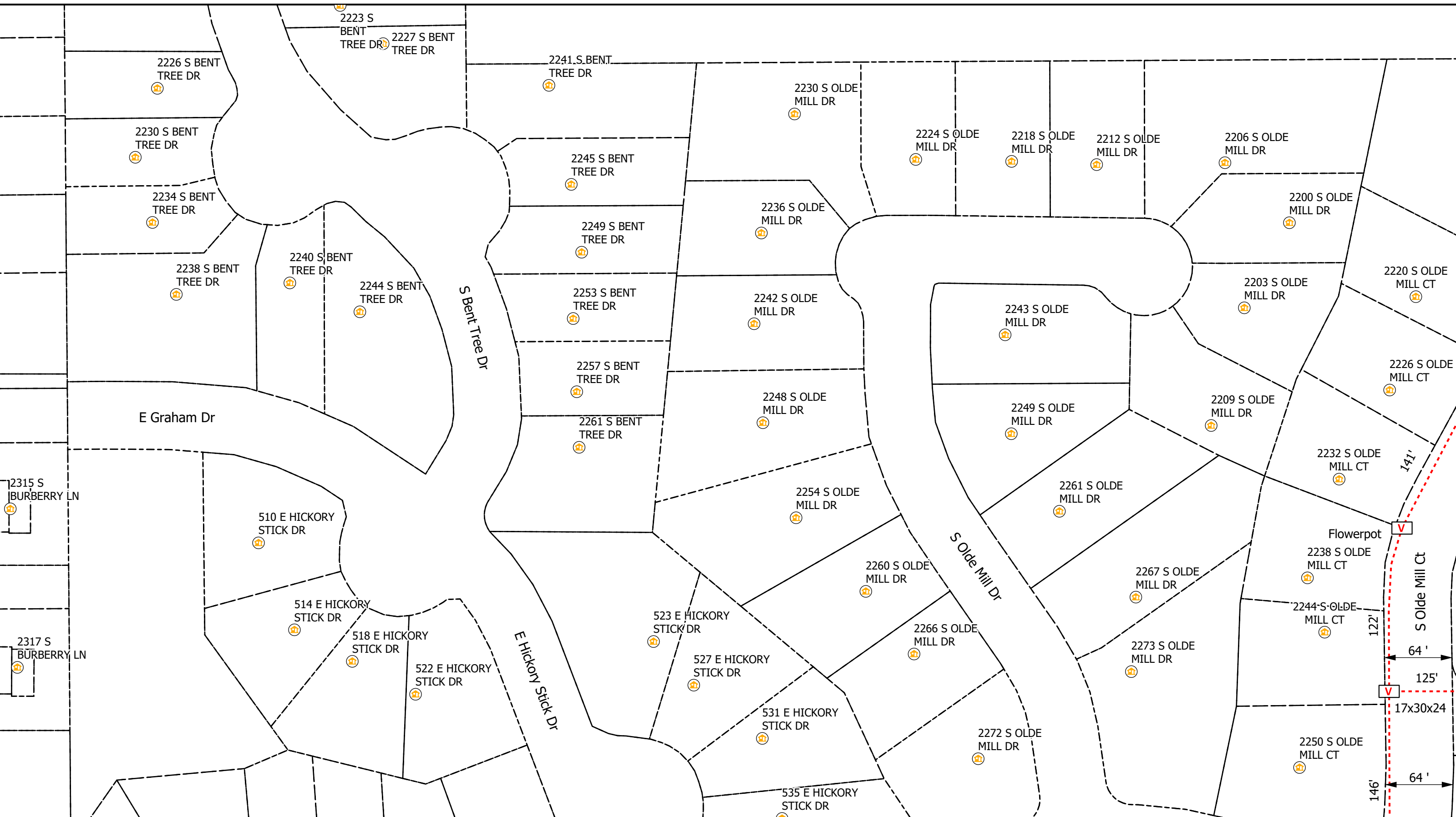
- Overhead Strand
- - - Conduit
- Grids



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



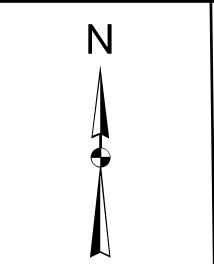


0 20 40 80 Feet

Legend

- Poles
- V Vaults
- Overhead Strand
- - - Conduit
- Bloomington_Parcels
- ⊙ Risers
- ⊙ Address
- Y Anchor
- ← Sidewalk
- Grids

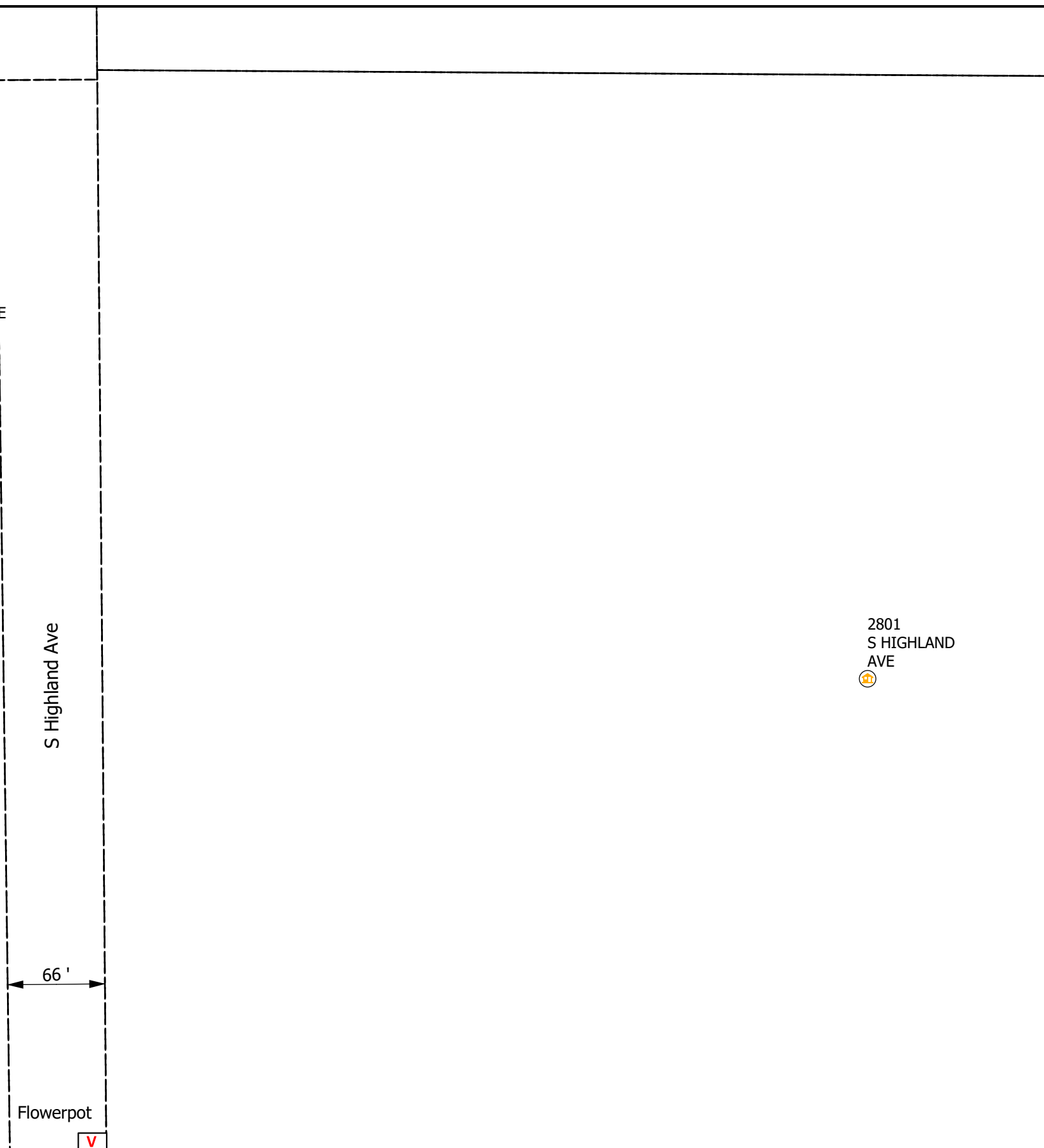
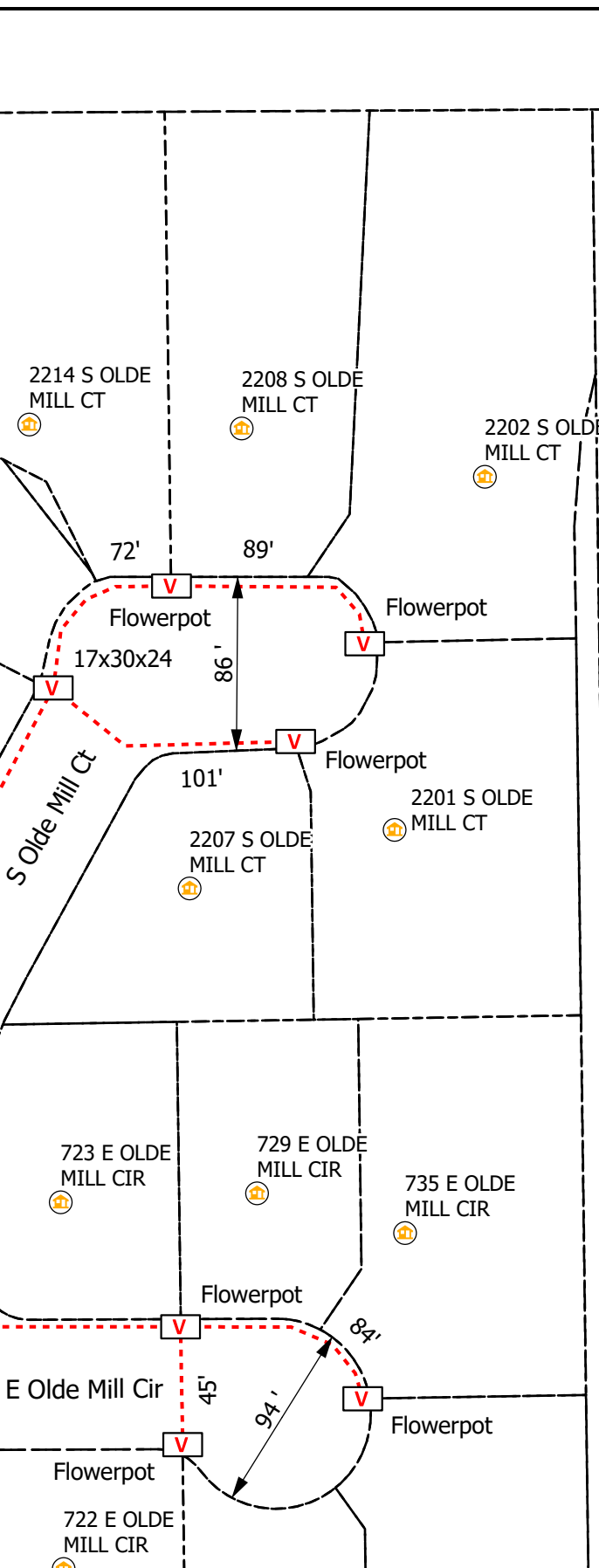
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION

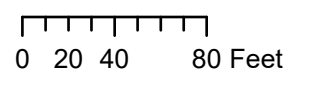
Print 2 of 21



2801
S HIGHLAND
AVE

S Highland Ave

66'



Legend

- Poles
- V Vaults
- Overhead Strand
- - - Conduit
- Bloomington_Parcels
- Ⓡ Risers
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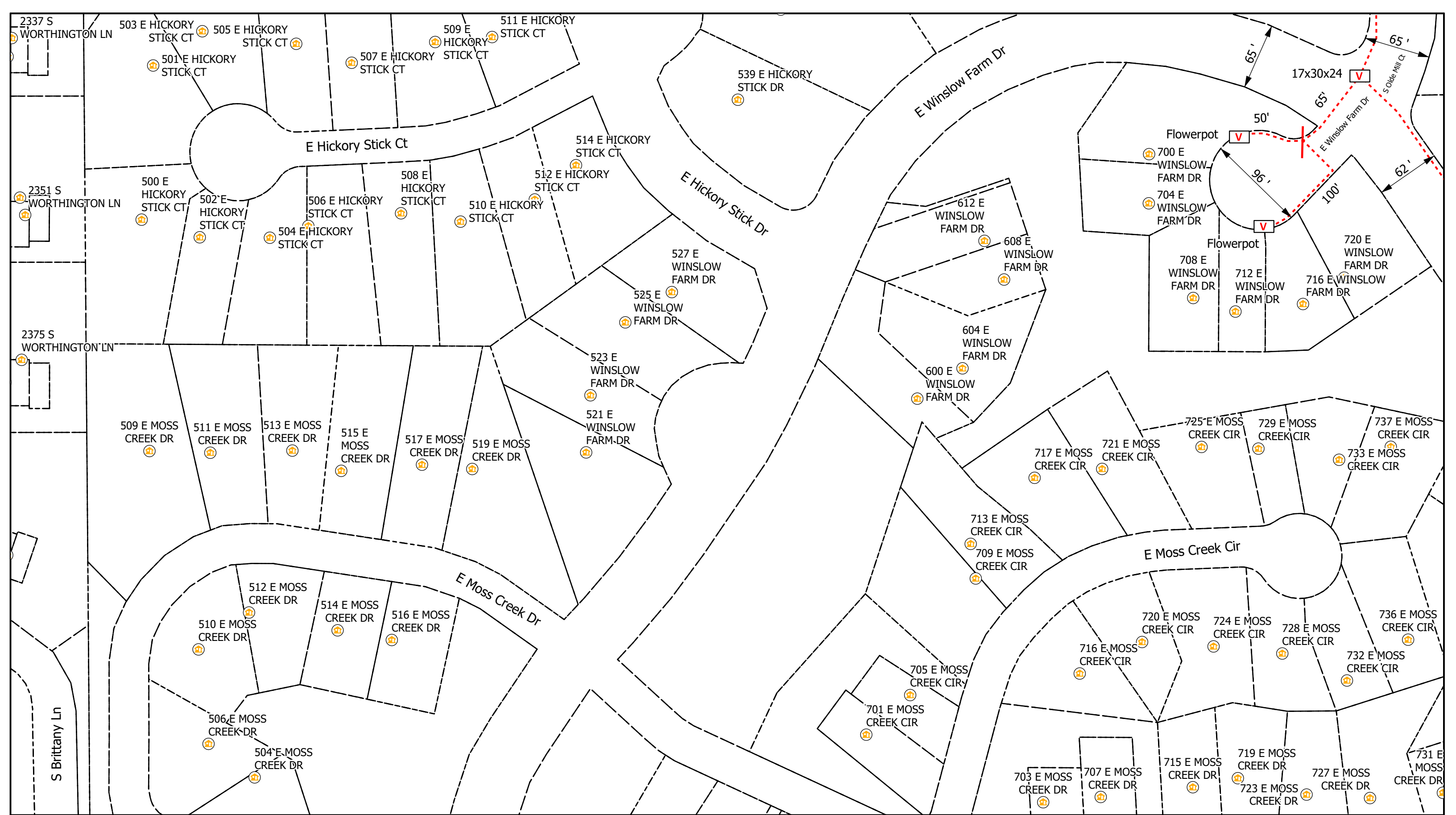
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
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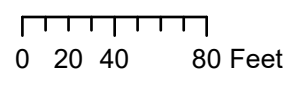
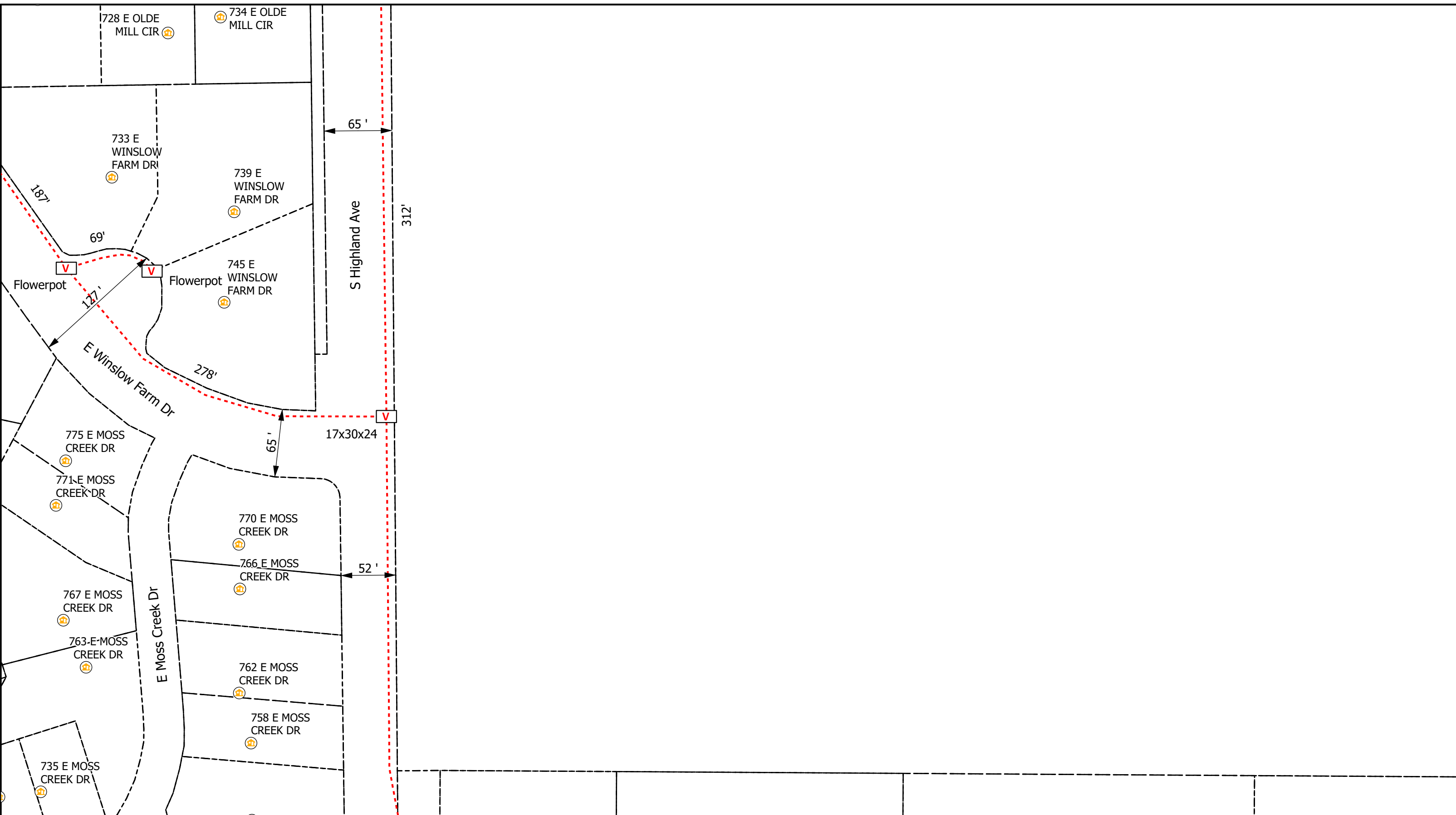
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

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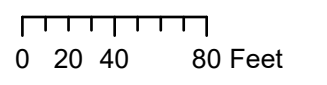
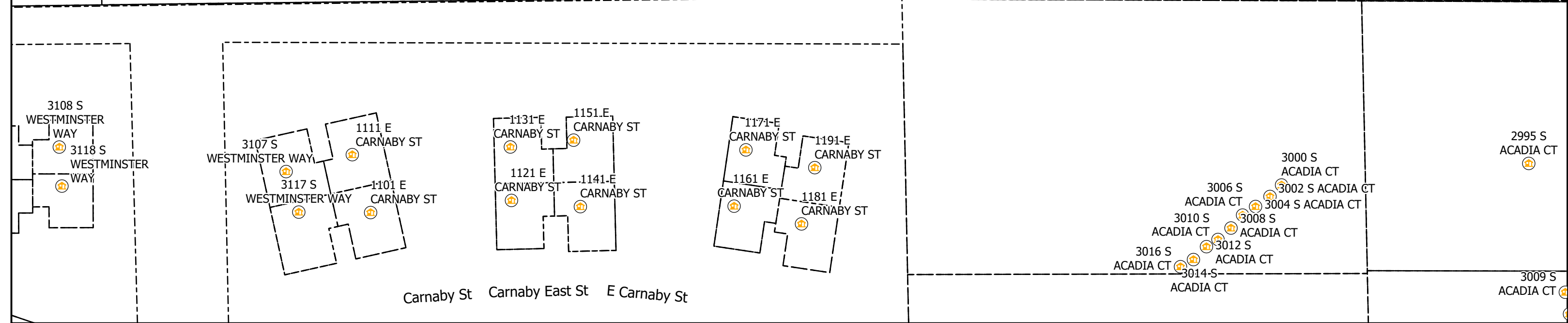
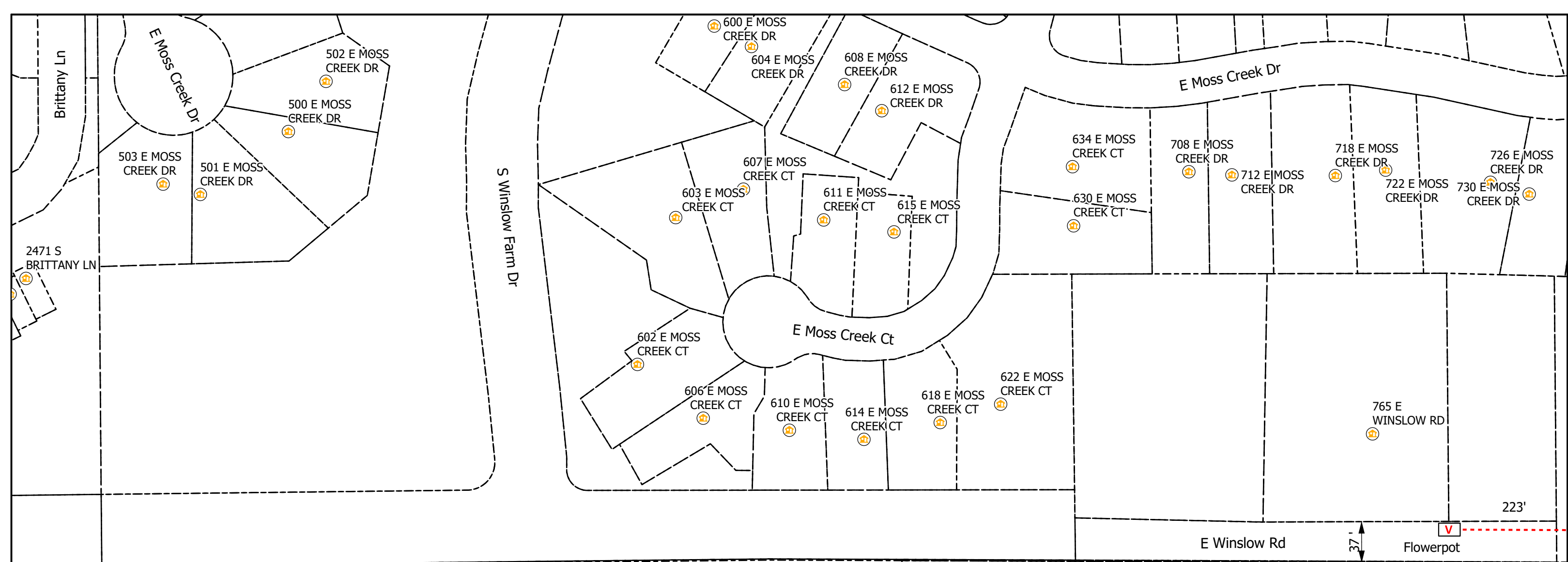
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
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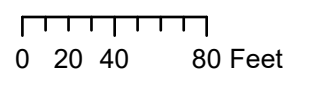
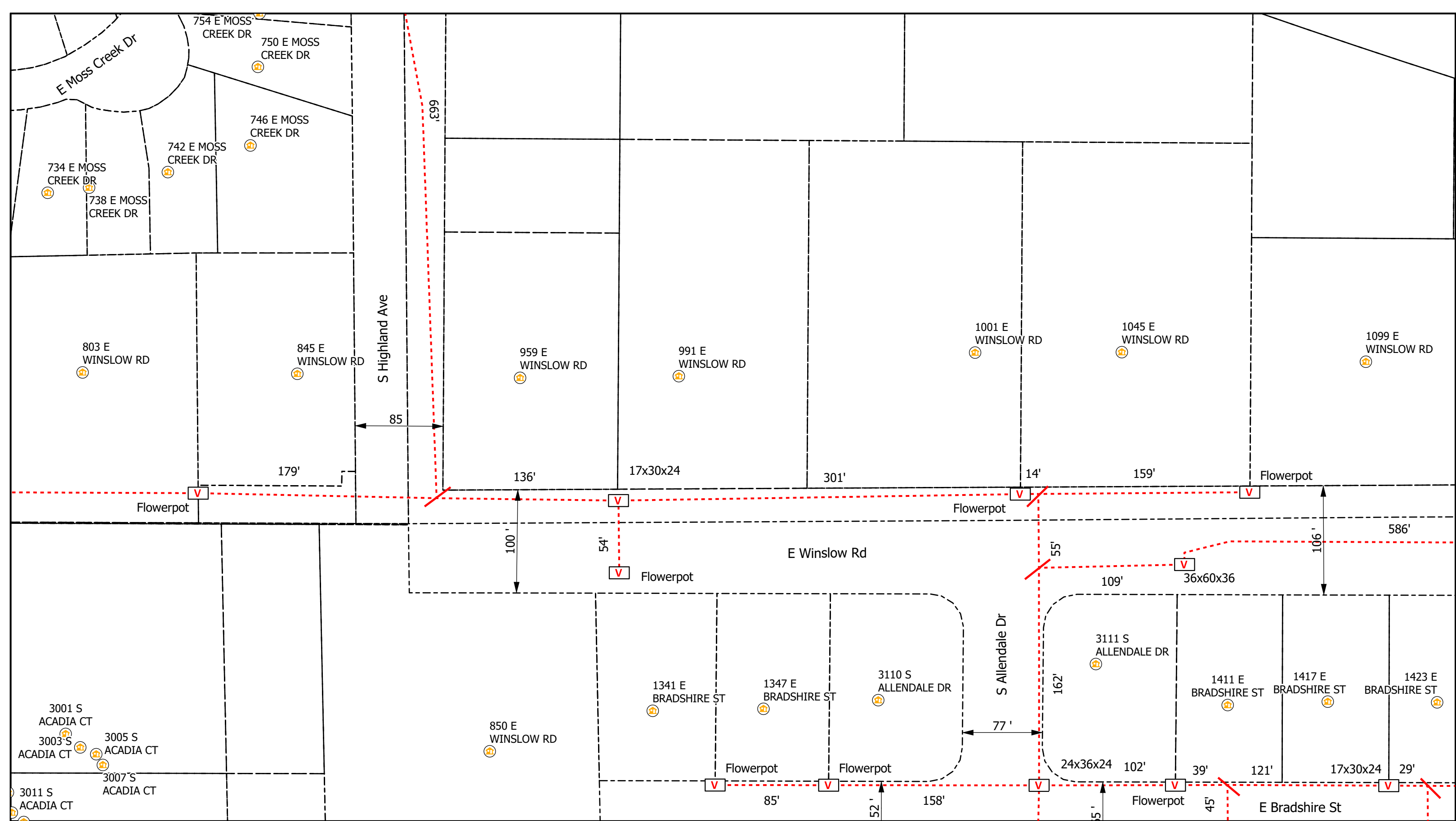
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
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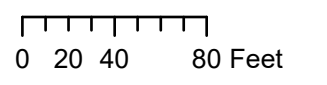
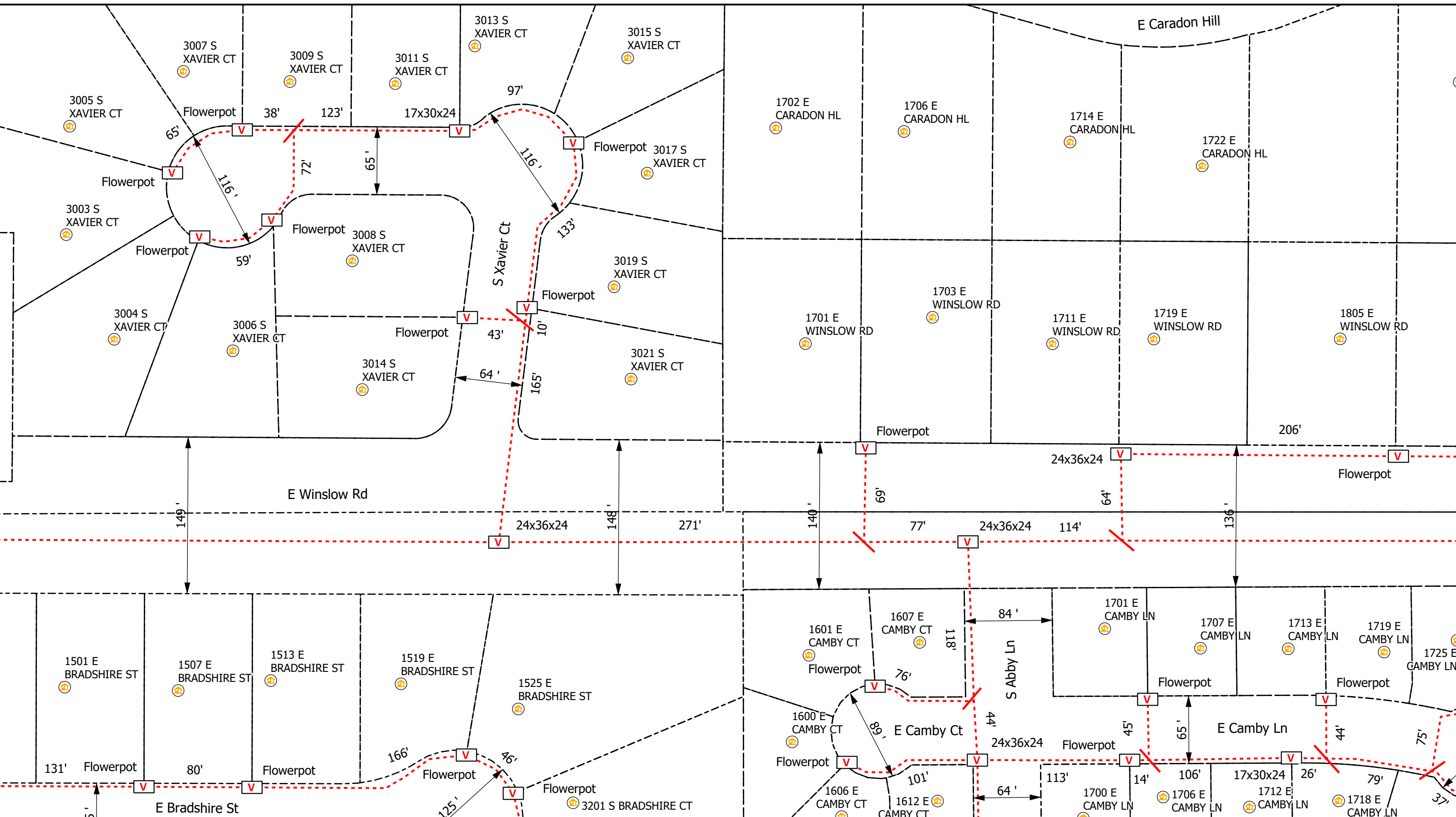
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
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INI	BY	DATE	DESCRIPTION





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- ← Sidewalk
- Grids

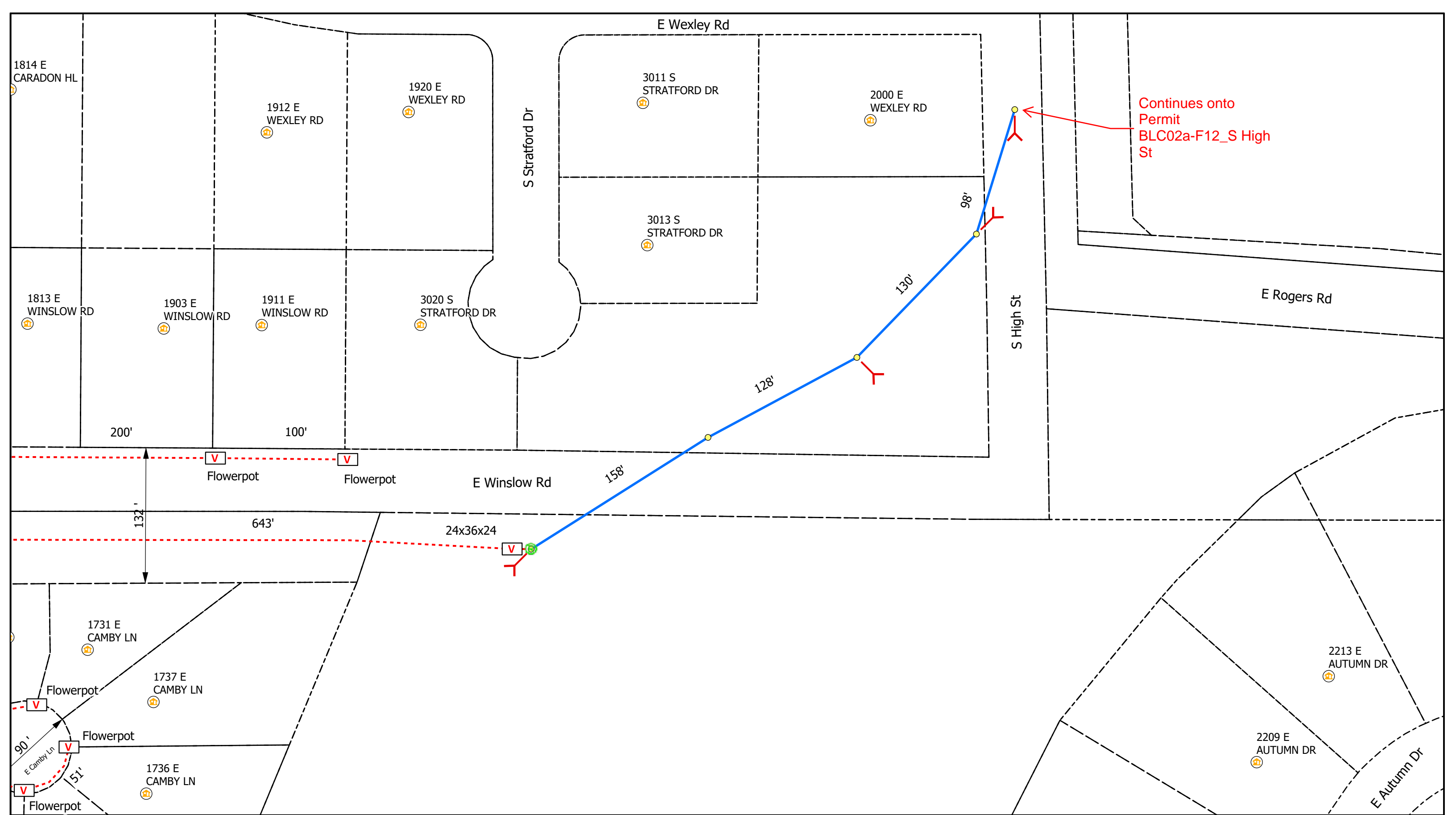
All Flowerpots 12" DIA



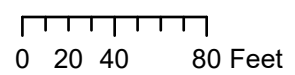
City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





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Permit
BLC02a-F12_S High
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Legend

- Poles
- Risers
- Grids
- Vaults
- Bloomington_Parcels
- Address
- Anchors
- Sidewalk
- Overhead Strand
- Conduit

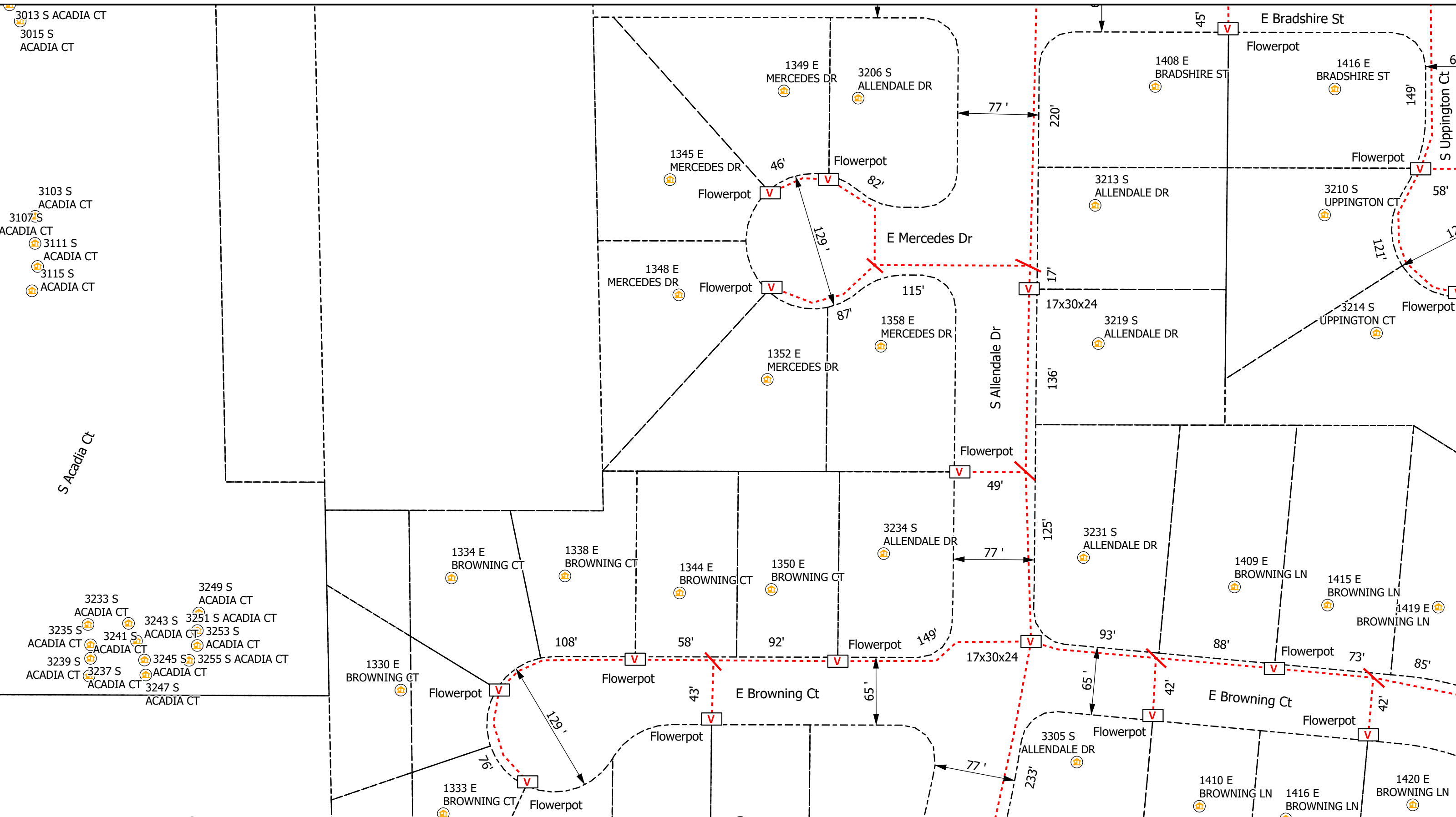
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





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 3107 S ACADIA CT
 3111 S ACADIA CT
 3115 S ACADIA CT

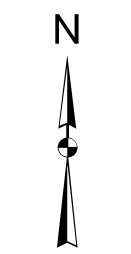
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 3235 S ACADIA CT
 3239 S ACADIA CT
 3241 S ACADIA CT
 3243 S ACADIA CT
 3245 S ACADIA CT
 3247 S ACADIA CT
 3249 S ACADIA CT
 3251 S ACADIA CT
 3253 S ACADIA CT
 3255 S ACADIA CT



Legend

- Poles
- Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- Risers
- Address
- Anchor
- Sidewalk
- Grids

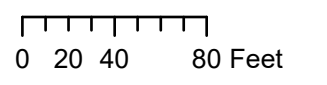
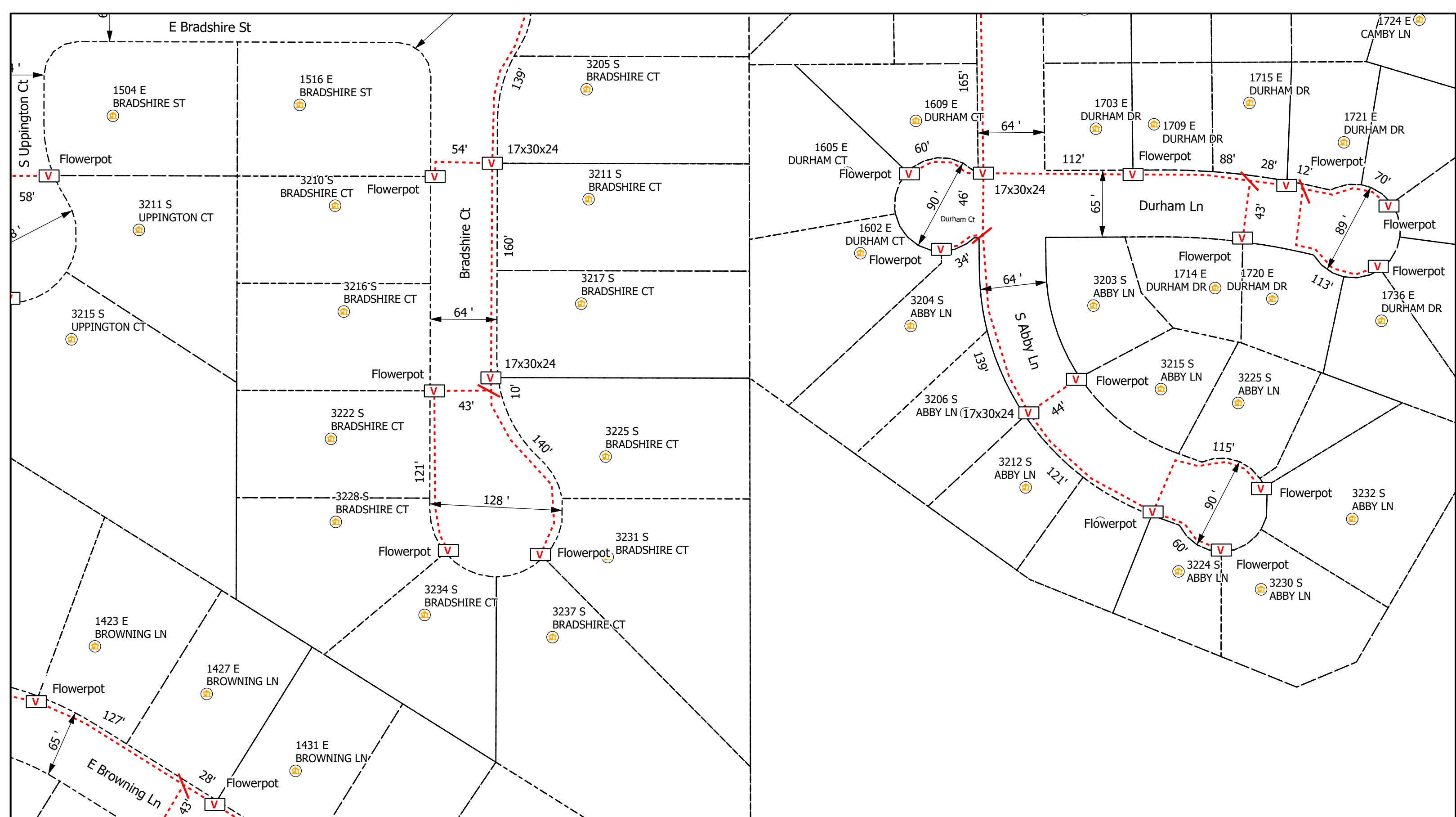
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
 Design View

INI	BY	DATE	DESCRIPTION

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Legend

- Poles
- V Vaults
- Overhead Strand
- - - Conduit
- Bloomington_Parcels
- R Risers
- Ⓜ Address
- Y Anchor
- ← Sidewalk
- Grids

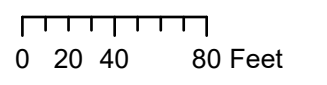
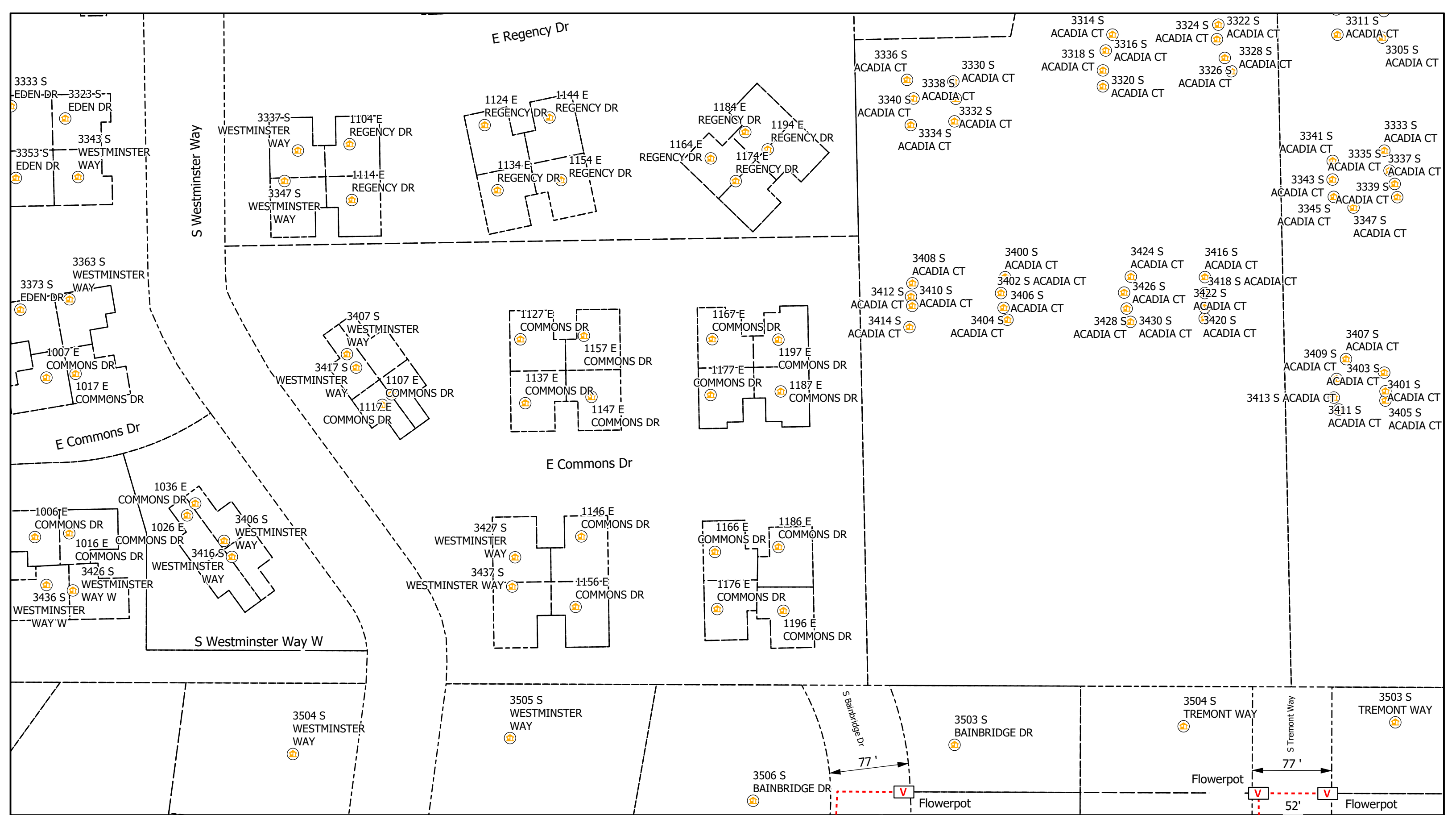
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- Risers
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- Anchor
- Sidewalk
- Grids

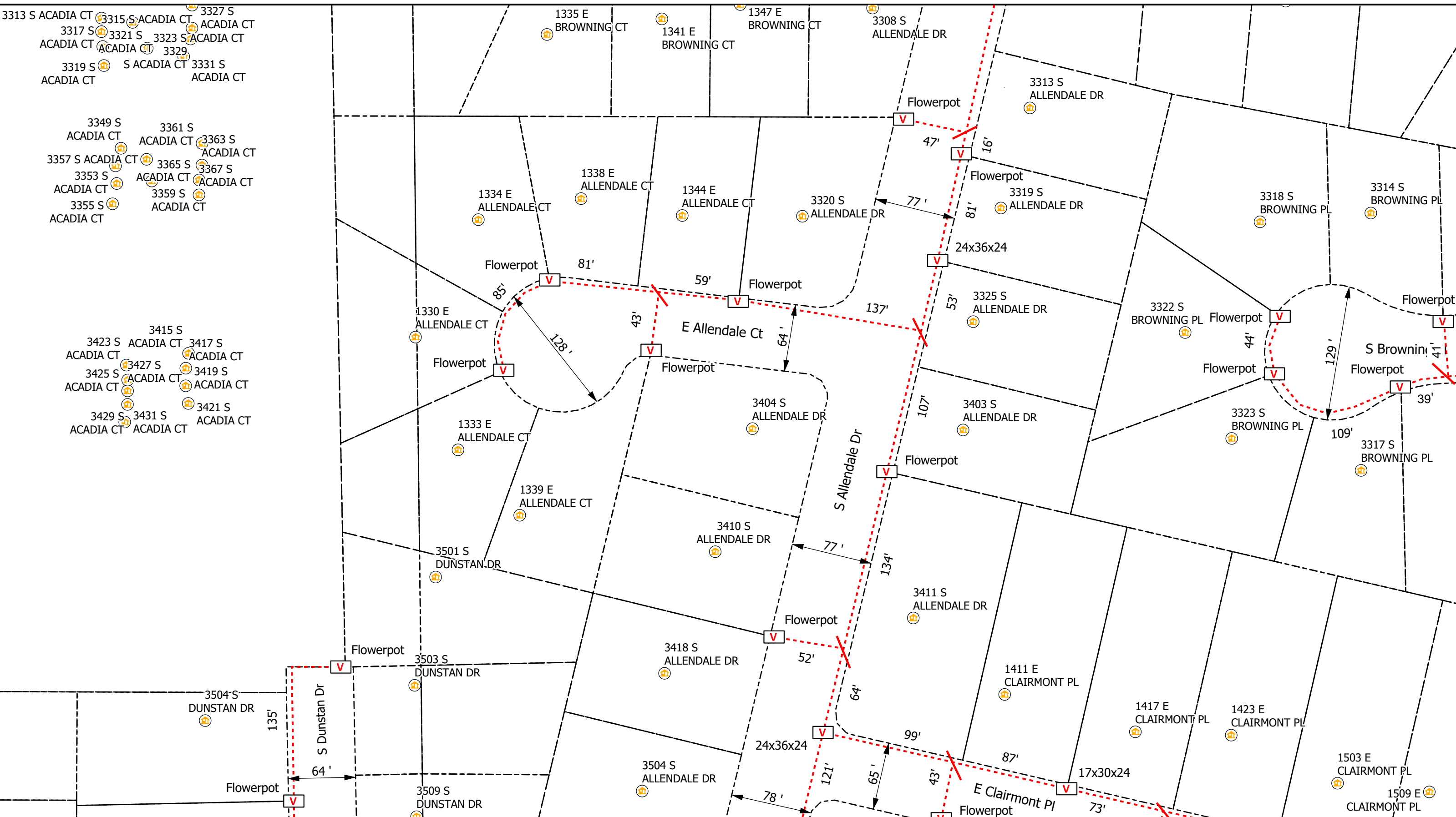
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





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 3317 S ACADIA CT 3321 S ACADIA CT 3323 S ACADIA CT
 3319 S ACADIA CT 3329 S ACADIA CT 3331 S ACADIA CT
 3349 S ACADIA CT 3361 S ACADIA CT 3363 S ACADIA CT
 3357 S ACADIA CT 3365 S ACADIA CT 3367 S ACADIA CT
 3353 S ACADIA CT 3359 S ACADIA CT
 3355 S ACADIA CT
 3415 S ACADIA CT 3417 S ACADIA CT
 3423 S ACADIA CT 3427 S ACADIA CT 3419 S ACADIA CT
 3425 S ACADIA CT 3421 S ACADIA CT
 3429 S ACADIA CT 3431 S ACADIA CT



0 20 40 80 Feet

Legend

- Poles
- Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- Risers
- Address
- Anchor
- Sidewalk
- Grids

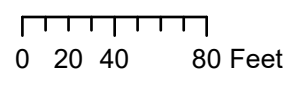
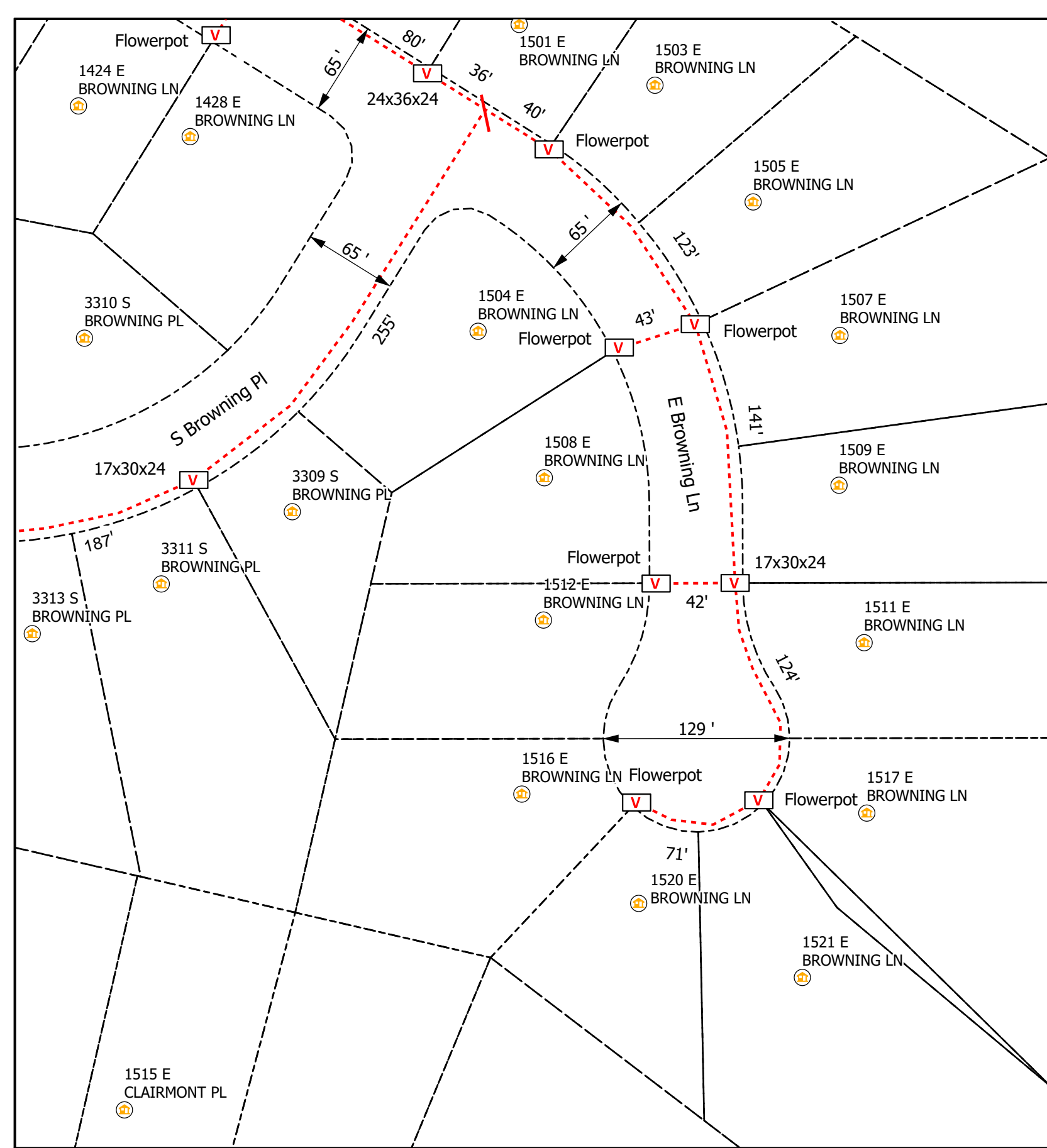
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- Risers
- Address
- Anchor
- Sidewalk
- Grids

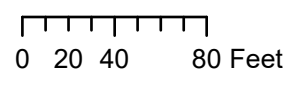
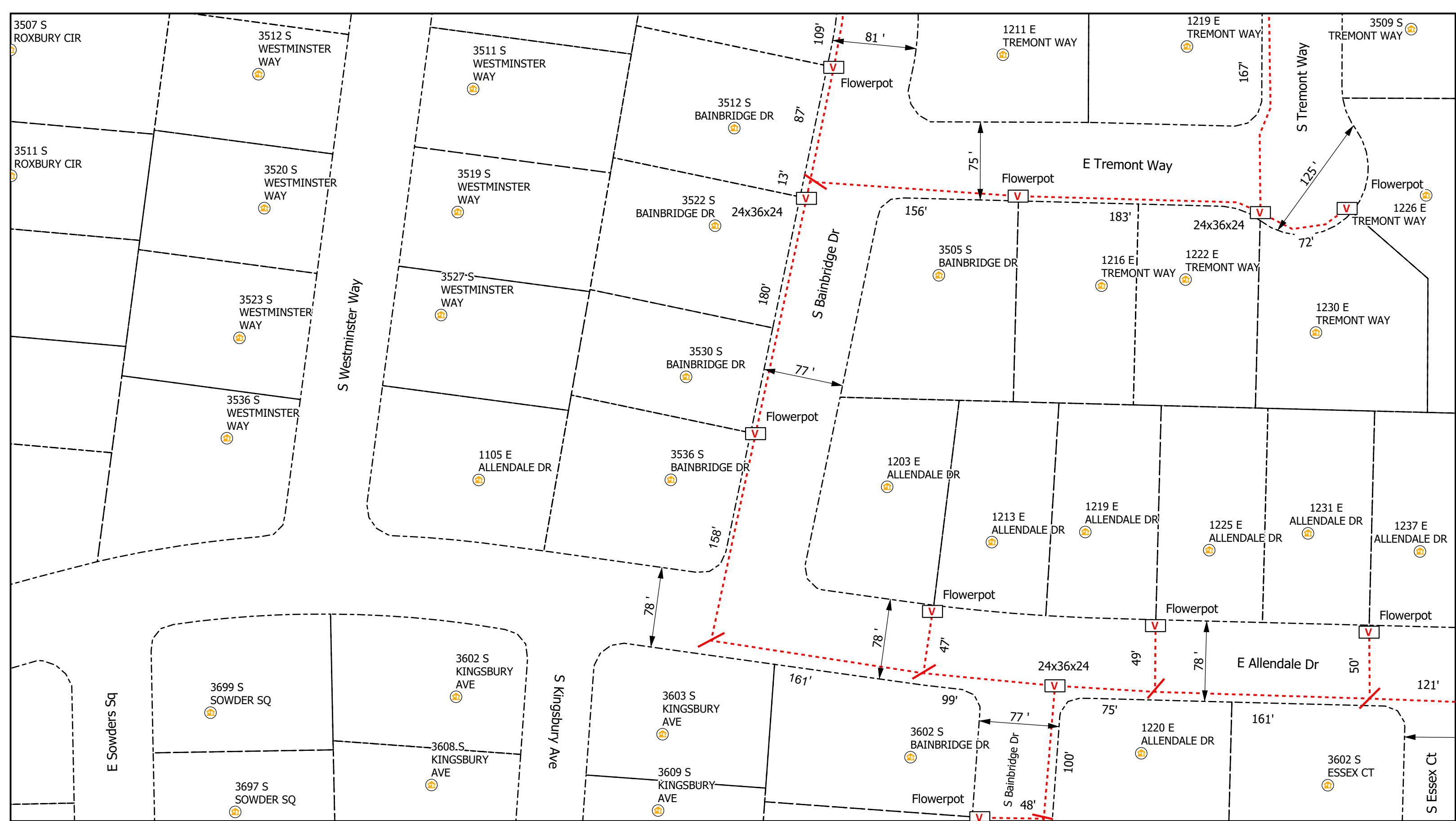
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- Risers
- Address
- Anchor
- Sidewalk
- Grids

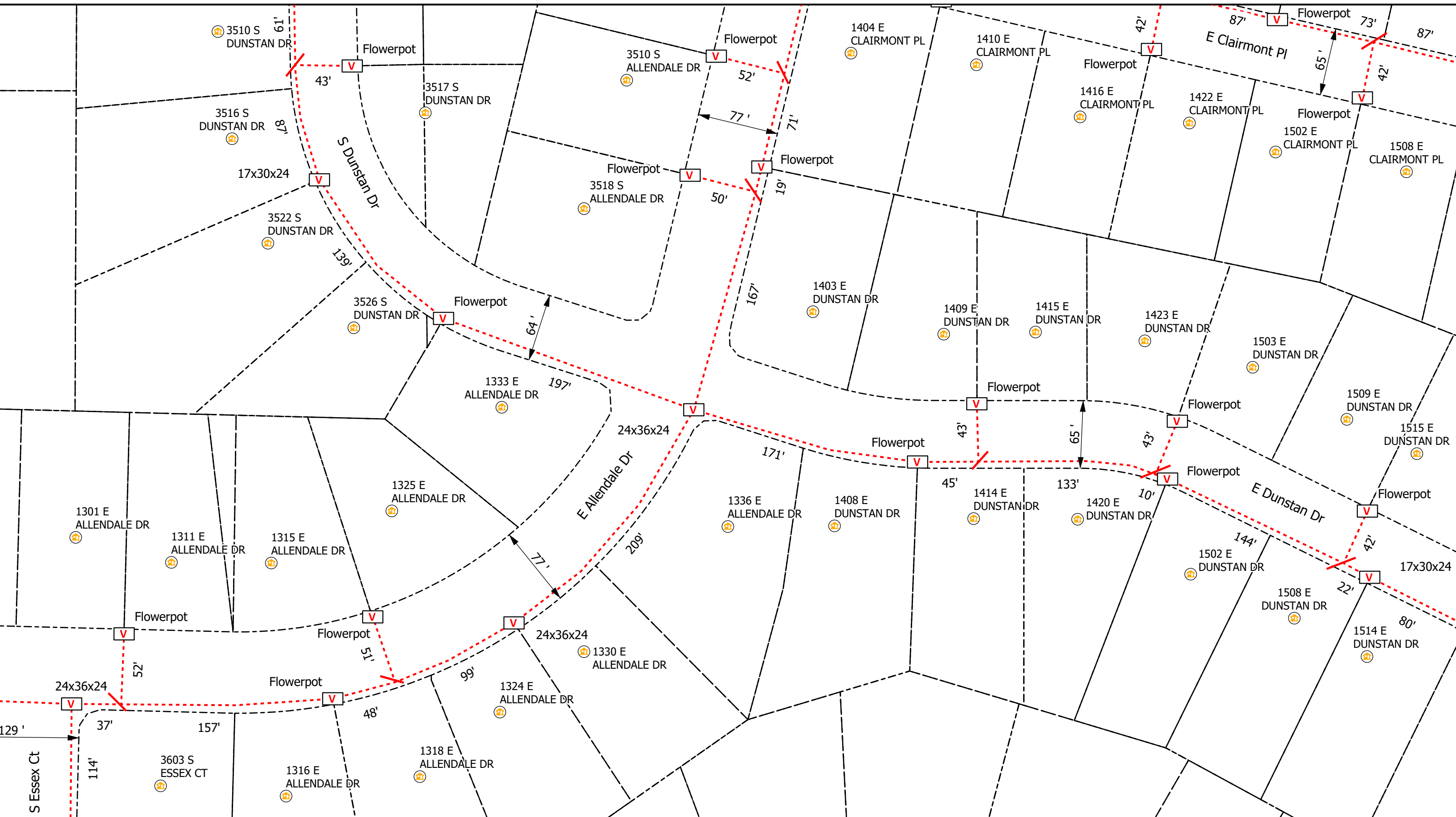
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



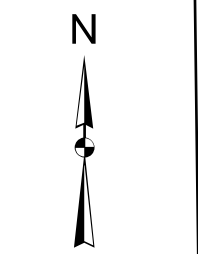


0 20 40 80 Feet

Legend

- Poles
- V Vaults
- Overhead Strand
- Conduit
- B Bloomington_Parcels
- R Risers
- A Address
- Y Anchor
- K Sidewalk
- G Grids

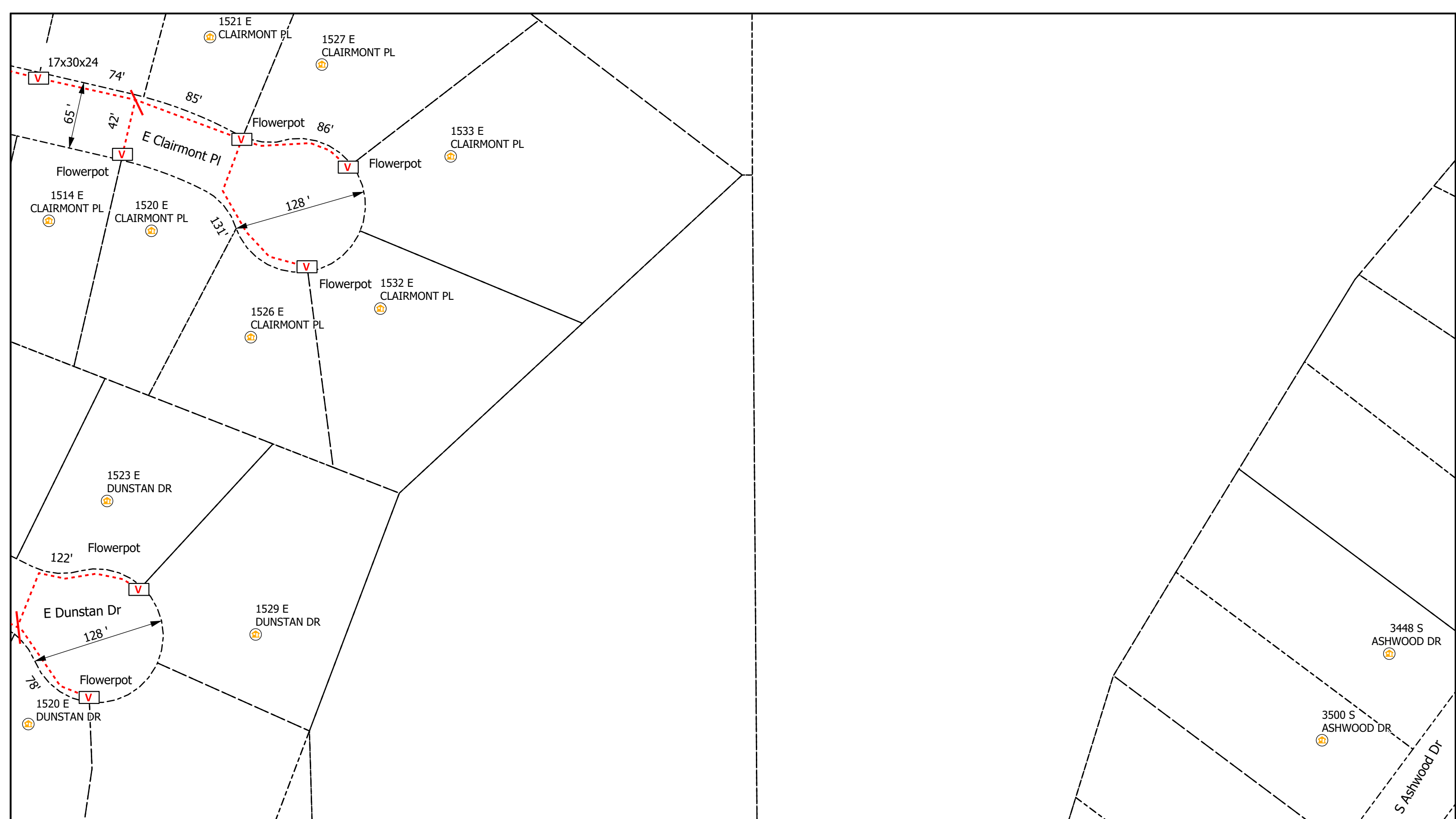
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

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0 20 40 80 Feet

Legend

- Poles
- Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- Risers
- Address
- Anchor
- Sidewalk
- Grids

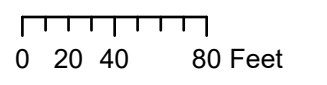
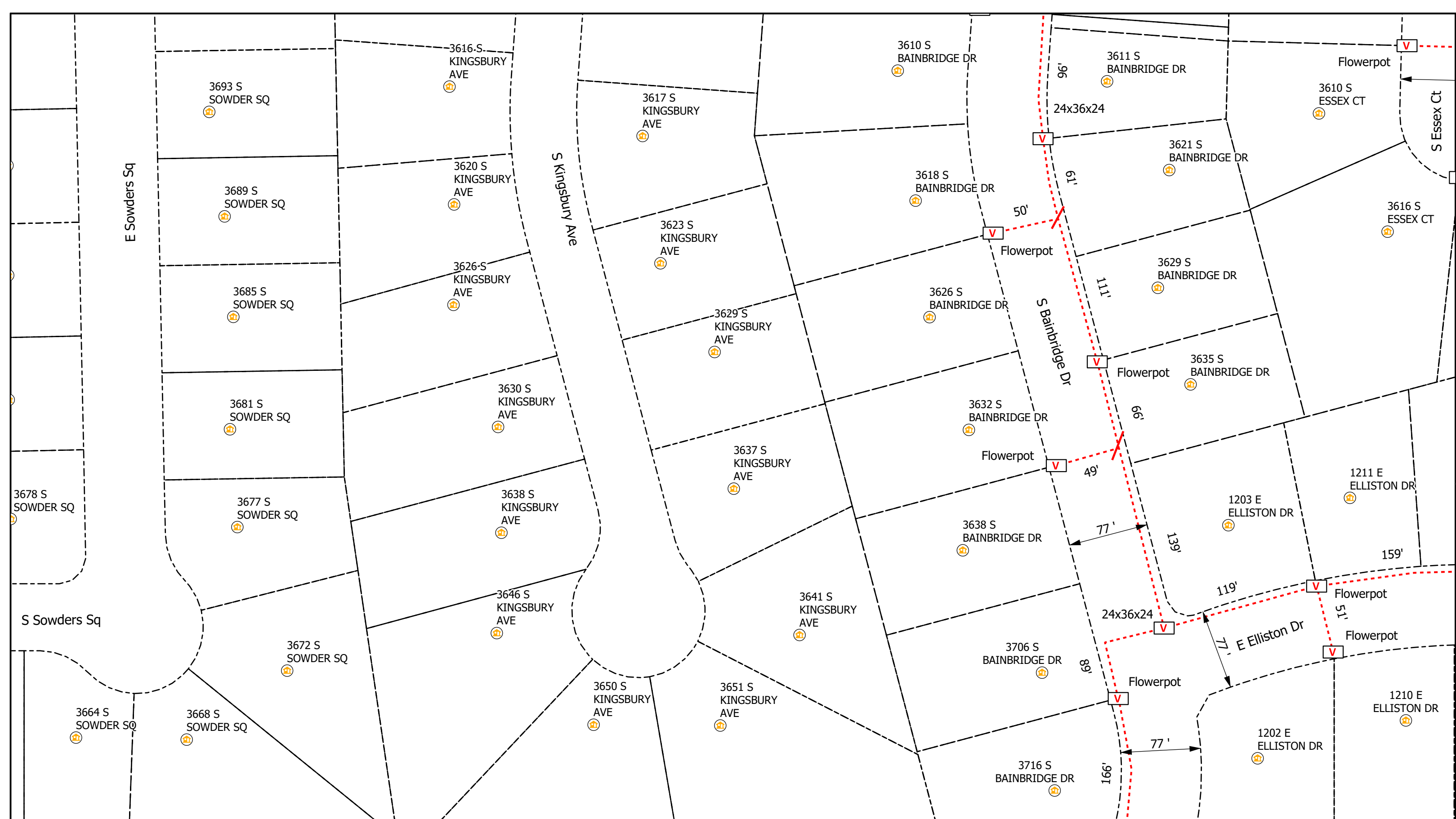
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- Vaults
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- Conduit
- Bloomington_Parcels
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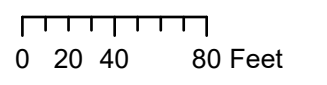
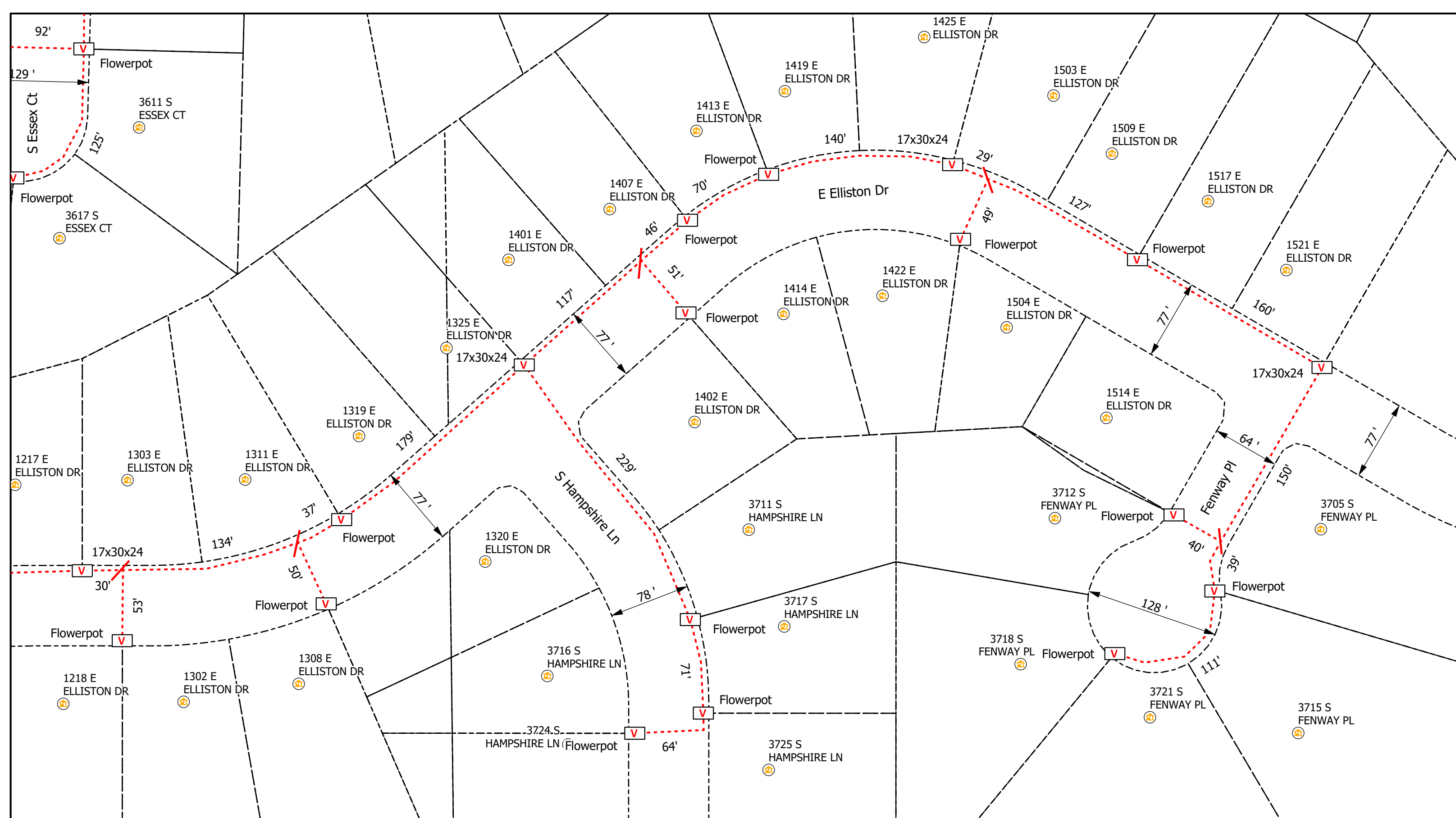
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- Risers
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- Sidewalk
- Grids

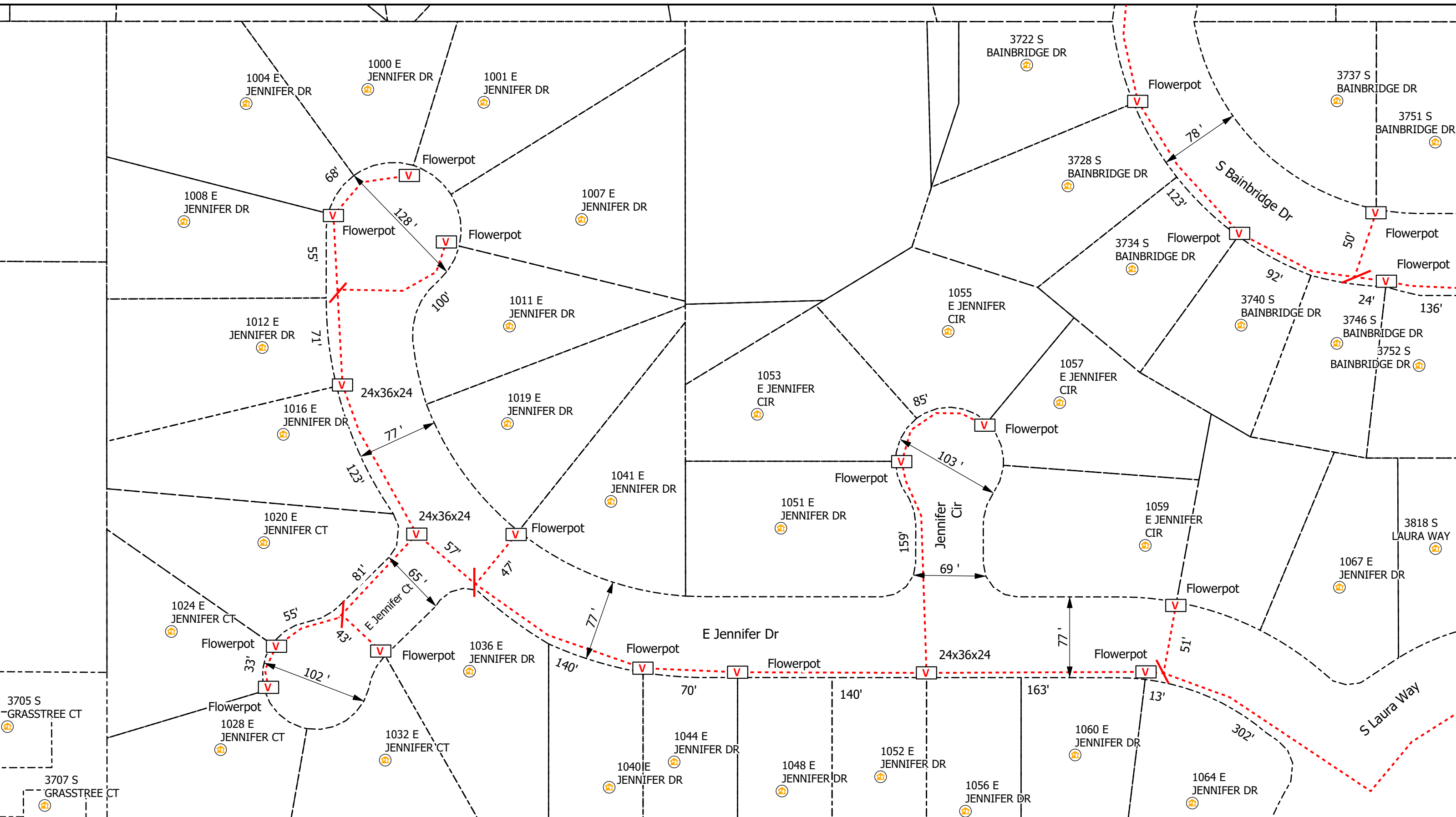
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



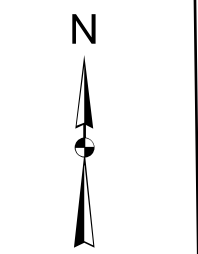


0 20 40 80 Feet

Legend

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- Vaults
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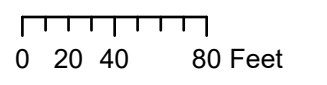
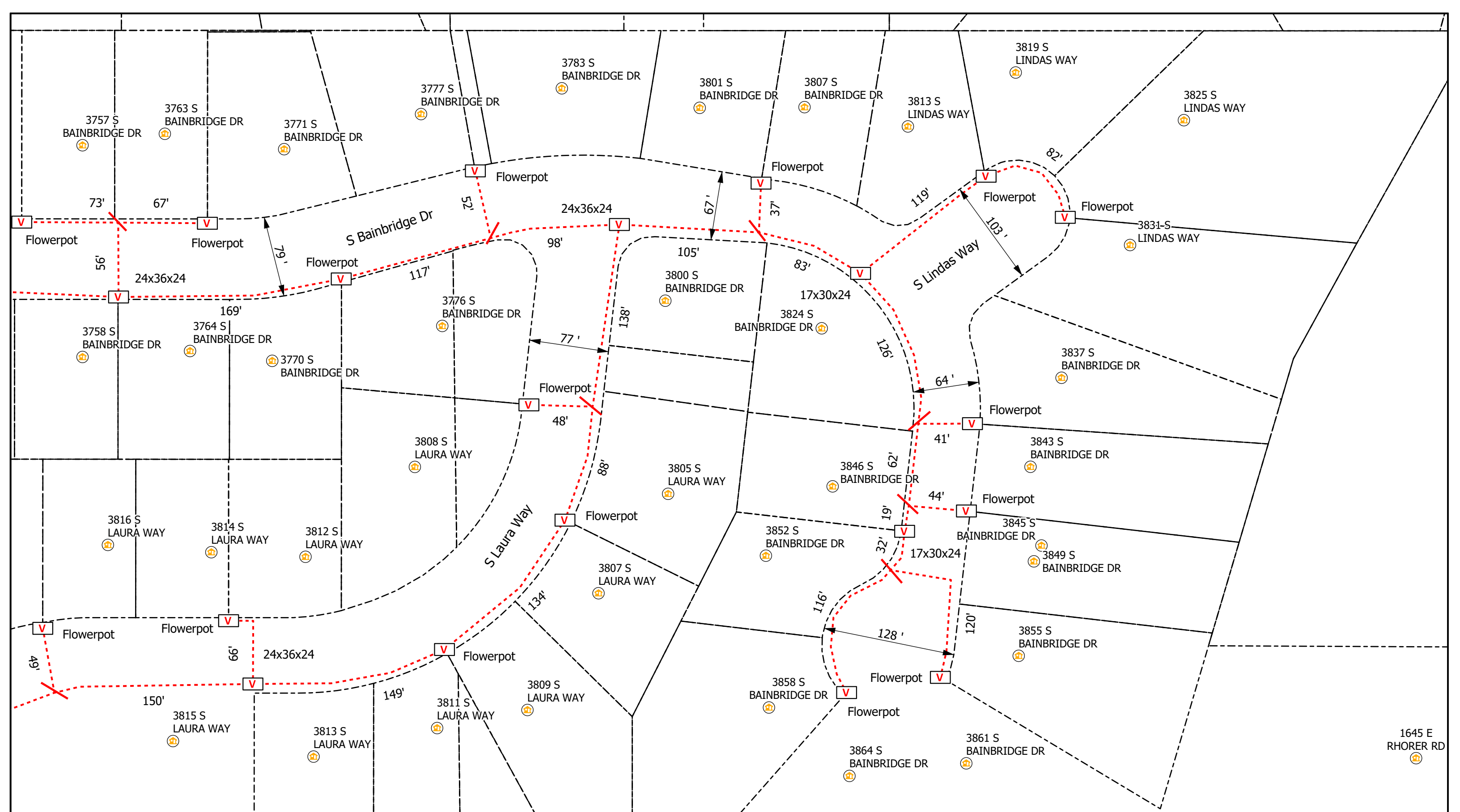
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

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Legend

- Poles
- Vaults
- Overhead Strand
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All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

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Carlton® PV-Mold® Nonmetallic Pole Riser System

Carlton 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.

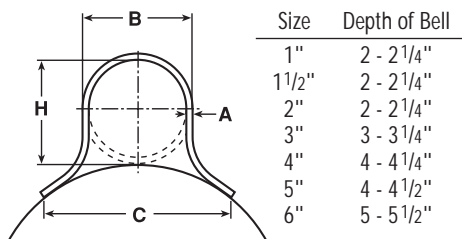


Steel U-Guard requires grounding strapping and does not have belled ends.



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

Flanged Overall Length 10 Feet, Including Bell

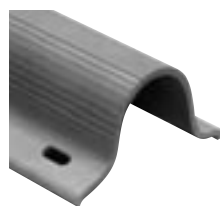


Slots are 1/2" from side to side, and allow for expansion and contraction.

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.



Standard Duty

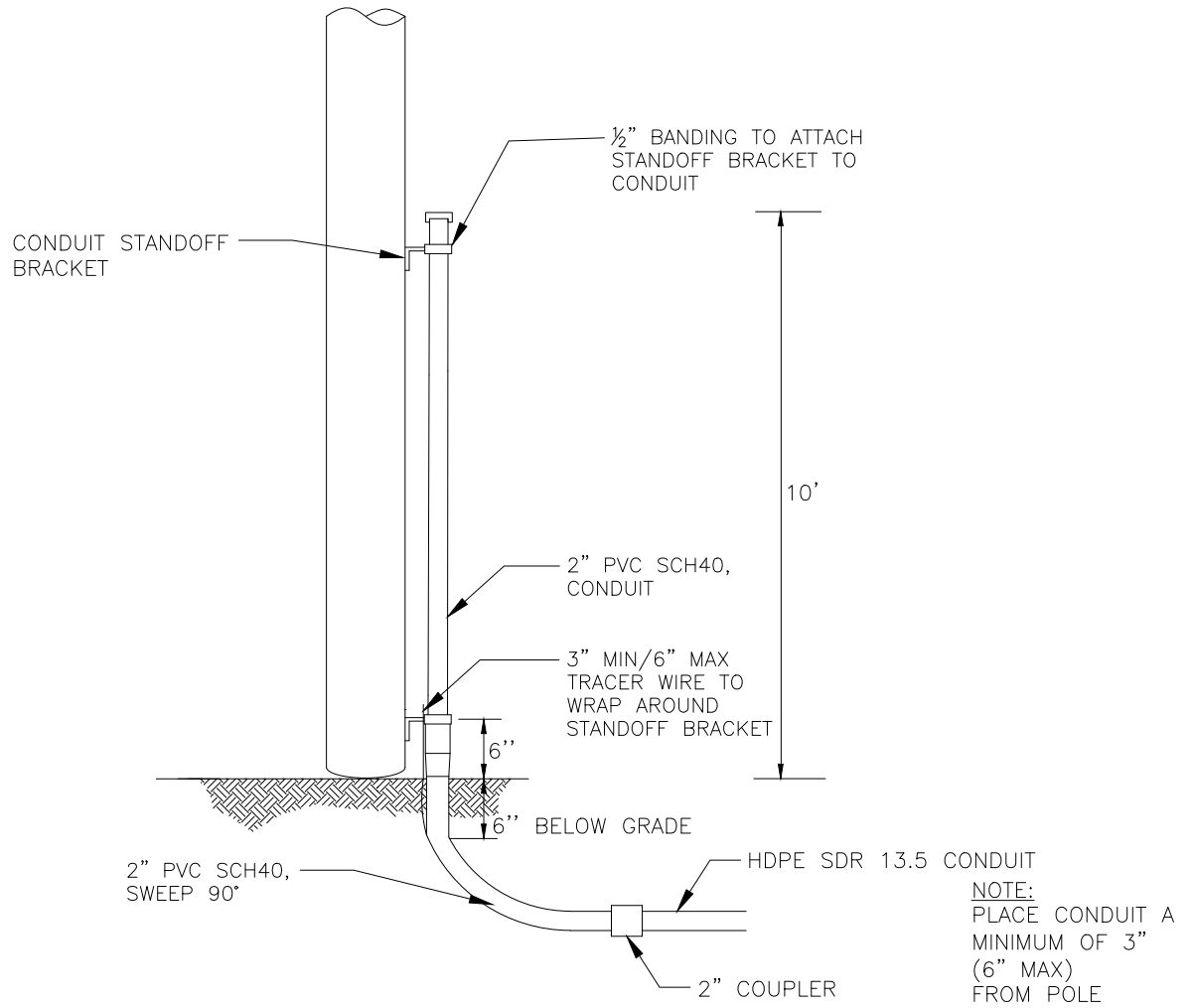
Part No.	Size	Std. Ctn. Qty.	Std. Ctn. Wt. (lbs.)	Dimensions				Actual Impact @ 0°C 20 Pound Top
				A	B	C	H	
59208N	1"	294	1059	0.100"	1 5/8"	2 3/8"	1 5/8"	40 Ft.-Lbs.
59211N	2"	136	726	0.100"	2 3/8"	4 1/2"	2 3/8"	100 Ft.-Lbs.
59211X (5' length)	2"	136	363	0.100"	2 3/8"	4 1/2"	2 3/8"	100 Ft.-Lbs.
59213N	3"	66	761	0.150"	3 1/2"	6"	3 1/2"	110 Ft.-Lbs.
59213X (5' length)	3"	66	381	0.150"	3 1/2"	6"	3 1/2"	100 Ft.-Lbs.
59215N	4"	65	910	0.150"	4 1/2"	6 1/2"	4 1/2"	110 Ft.-Lbs.
59216N	5"	30	515	0.150"	5 1/2"	7 1/2"	5 1/2"	110 Ft.-Lbs.

Heavy Duty Schedule 40

59010N	1 1/2"	200	1142	0.145"	1 29/32"	3 1/2"	1 29/32"	100 Ft.-Lbs.
59011N	2"	136	1214	0.154"	2 3/8"	4 1/2"	2 3/8"	150 Ft.-Lbs.
59013N	3"	66	937	0.216"	3 1/2"	6"	3 9/32"	150 Ft.-Lbs.
59015N	4"	65	1621	0.237"	4 1/2"	6 1/2"	4 1/2"	260 Ft.-Lbs.
59015X (5' length)	4"	65	707	0.237"	4 1/2"	6 1/2"	4 1/2"	260 Ft.-Lbs.
59016N	5"	30	870	0.258"	5 1/2"	7 1/2"	5 1/2"	260 Ft.-Lbs.
59017N	6"	30	1160	0.280"	6 5/8"	8 3/4"	6 5/8"	260 Ft.-Lbs.

Extra Heavy Duty Schedule 80

59411N	2"	136	1549	0.218"	2 3/8"	4 1/2"	2 3/8"	300 Ft.-Lbs.
59413N	3"	66	1495	0.030"	3 1/2"	6"	3 1/2"	525 Ft.-Lbs.



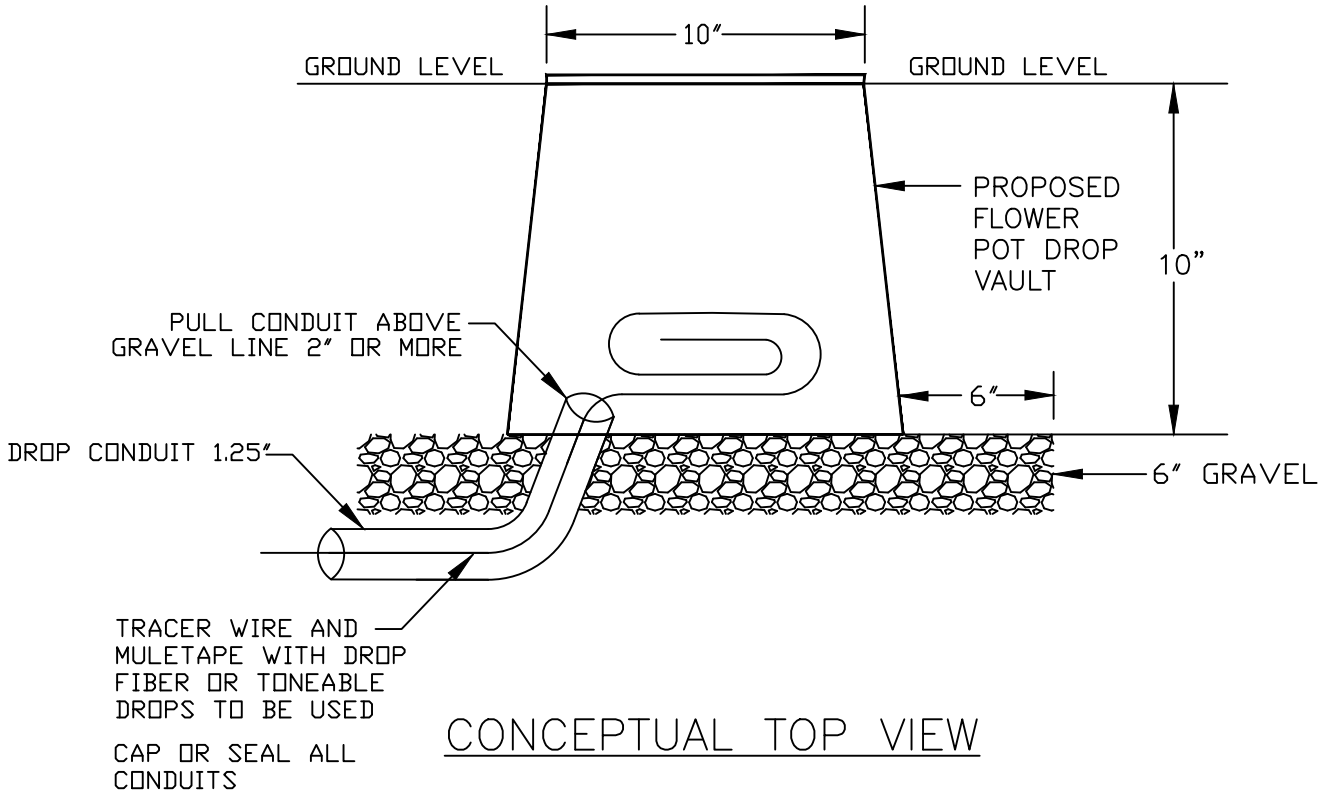
DESCRIPTION	QTY	MANUFACTURER (PREFERRED)	PART #
SCREW, LAG, 1/2" x 4-1/2"	10		
HDPE SDR 13.5 CONDUIT, VARIOUS SIZES	N/A		
2" PVC SCH40, RISER PIPE	1		
#12 TRACER WIRE	N/A		
2" PVC SCH40, SWEEP, 90 DEG	1		
CONDUIT STANDOFF BRACKET	VARIES		
CONDUIT STRAP KIT	VARIES		
2" COUPLER	1		



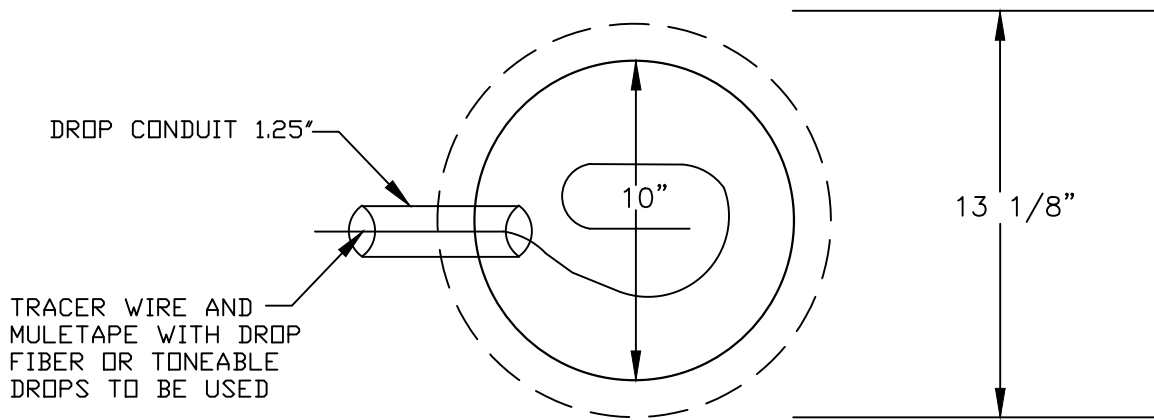
TYPICAL RISER
CONDUIT
WOOD POLE

(R2-W)

CONCEPTUAL SIDE VIEW



CONCEPTUAL TOP VIEW

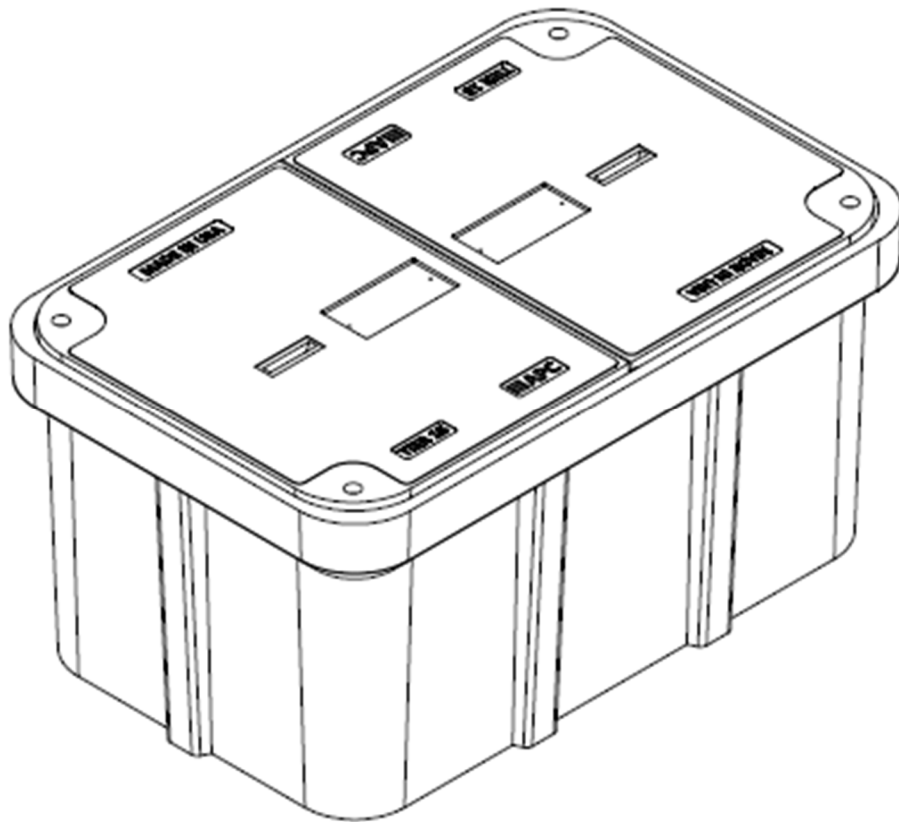


FLOWER POT

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"x48"x18"	Tier 15	P304818HU15...	460 lbs.
PC Unit – TIER 22	30"x48"x18"	Tier 22	P304818HU22...	525 lbs.
PC Unit – TIER 15	30"x48"x24"	Tier 15	P304824HU15...	510 lbs.
PC Unit – TIER 22	30"x48"x24"	Tier 22	P304824HU22...	575 lbs.
PC Unit – TIER 15	30"x48"x36"	Tier 15	P304836HU15...	615 lbs.
PC Unit – TIER 22	30"x48"x36"	Tier 22	P304836HU22...	680 lbs.

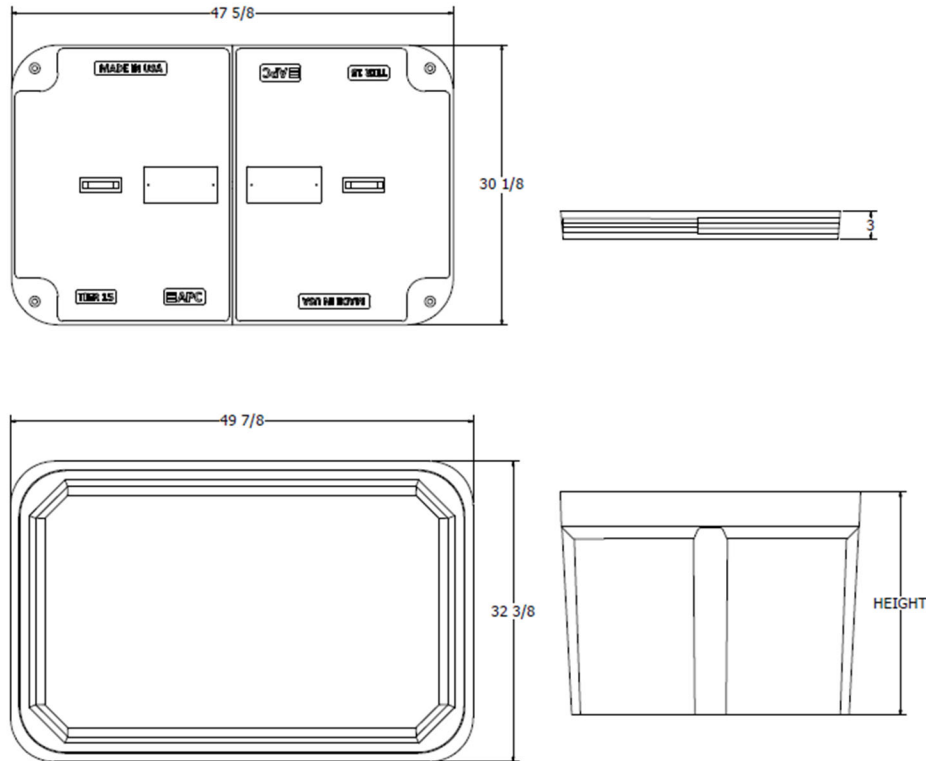


30"x48" PC UNIT, 2PC TIER 15/22

18", 24", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	30"x48"x18"	Tier 22	P304818B22	185 lbs.
Replacement Box	30"x48"x24"	Tier 22	P304824B22	235 lbs.
Replacement Box	30"x48"x36"	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



Machine Thread



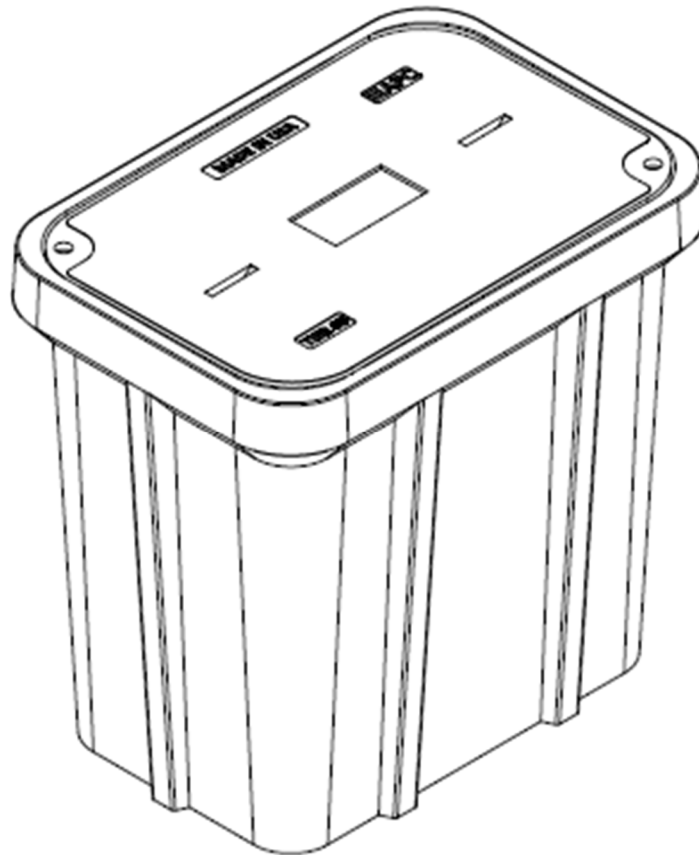
Auger Thread



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	24x36"x18"	Tier 15	P243618U15...	335 lbs.
PC Unit – TIER 22	24x36"x18"	Tier 22	P243618U22...	355 lbs.
PC Unit – TIER 15	24x36"x24"	Tier 15	P243624U15...	365 lbs.
PC Unit – TIER 22	24x36"x24"	Tier 22	P243624U22...	385 lbs.
PC Unit – TIER 15	24x36"x30"	Tier 15	P243630U15...	395 lbs.
PC Unit – TIER 22	24x36"x30"	Tier 22	P243630U22...	415 lbs.
PC Unit – TIER 15	24x36"x36"	Tier 15	P243636U15...	425 lbs.
PC Unit – TIER 22	24x36"x36"	Tier 22	P243636U22...	445 lbs.

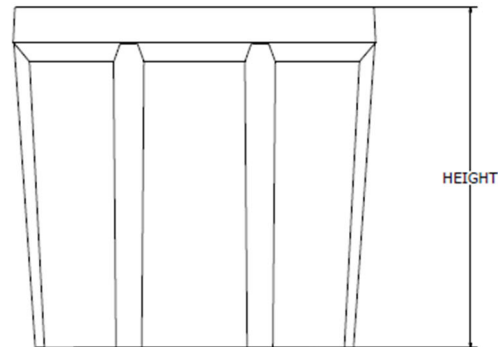
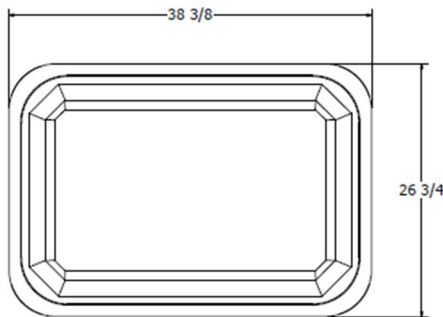
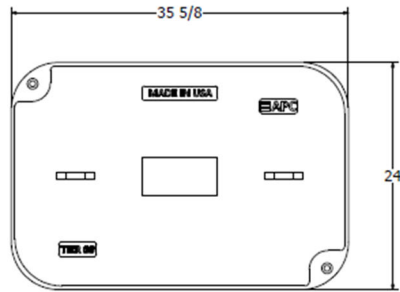


24"x36" PC UNIT, TIER 15/22

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"x36"	Tier 15	Various	170 lbs.
Replacement Lids - T22	24"x36"	Tier 22	Various	190 lbs.

Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread

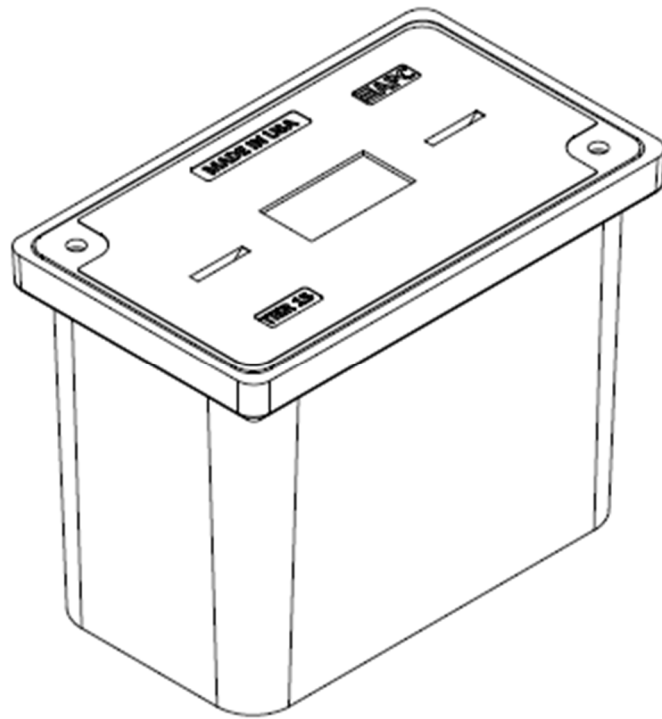


17"x30" PC UNIT, TIER 15/22

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.

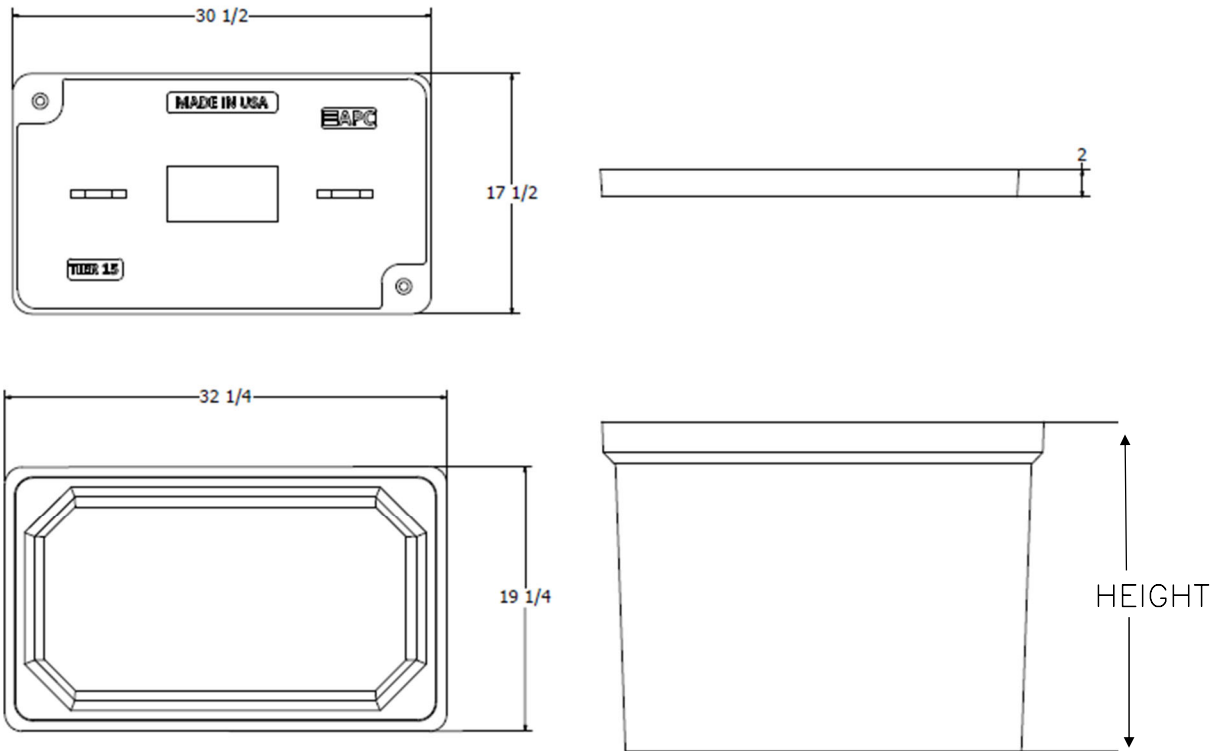


17"x30" PC UNIT, TIER 15/22

12", 18", 24", and 30" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	17"x30"X12"	Tier 22	P173012B22	66 lbs.
Replacement Box	17"x30"X18"	Tier 22	P173018B22	100 lbs.
Replacement Box	17"x30"X24"	Tier 22	P173024B22	120 lbs.
Replacement Box	17"x30"X30"	Tier 22	P173030B22	145 lbs.
Replacement Lids – T15	17"x30"	Tier 15	Various	72 lbs.
Replacement Lids – T22	17"x30"	Tier 22	Various	81 lbs.

Bolt options



Machine Thread



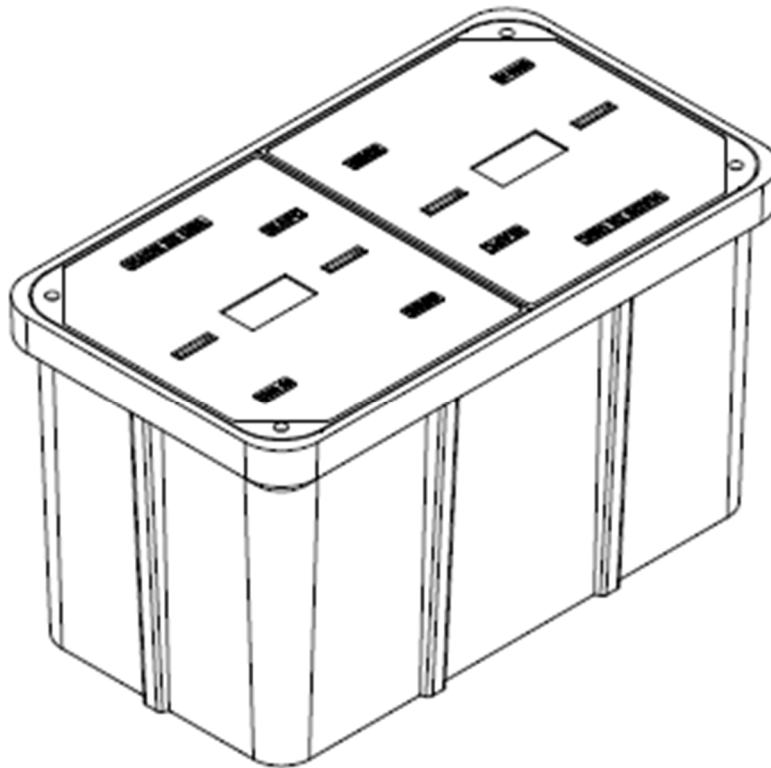
Auger Thread



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"x60"x36"	Tier 22	P336036U22...	1030 lbs.

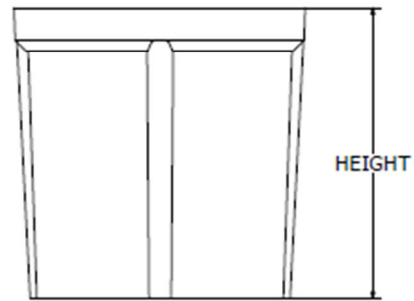
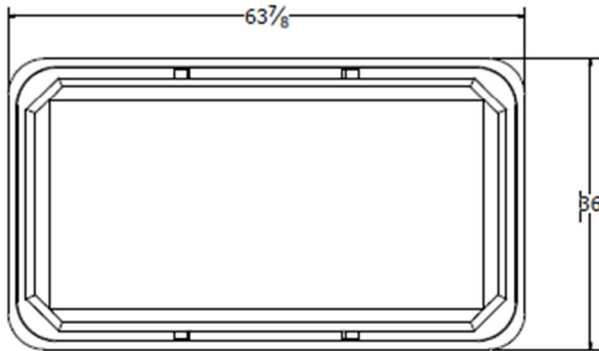
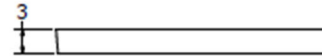


33"x60" PC UNIT, 2PC TIER 15/22

36" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	33"x60"x36"	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



Speed (MPH) Prior To Road Work	SIGN SPACING, FT.		MUTCD Must be Approved by an Engineer				
	Non-Divided Highways	Divided Highways	BUFFER SPACE, FT.	TAPER LENGTH, FT.	CHANNELIZING SPACING, FT.		
	Length	Shoulder (10 ft. Wide)	Lane (12 ft. Wide)	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
	Urban Low Speed - 100 FT						

APPROVED/ACCEPTED BY:
ENGINEER, OWNER, or PRIME CONTRACTOR
 Check for Notice to Proceed.
BLC02a-F11_S Xavier Ct-TCP1

Signature: _____

Company: _____



Date: 3/2/2023 Project: BLC02a-F11 S Xavier Ct-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.





Board of Public Works Staff Report

Project/Event: Approval of Addendum #2 to Preliminary Engineering Contract with Shrewsberry & Associated, LLC

Petitioner/Representative: Engineering Department

Staff Representative: Patrick Dierkes, Project Engineer

Date: 3/14/2023

Report: This project is the first step for the City of Bloomington towards the redevelopment of the IU Health Bloomington Hospital site. The project limits of the BHRU Phase 1 East project are bounded by 2nd Street to the north, 1st Street to the south, the B-Line Trail to the east, and Rogers Street to the west. Project objectives include site demolition, utility coordination, transportation and public facilities, and property platting.

The project had an unsuccessful initial bid that was significantly over the engineer estimate. To address the budget issues the project required design changes to value engineer the project for rebid. This addendum will compensate the design team for a portion of their value engineering work and preparation of the documents for the rebid. The addendum will increase the contract amount by \$23,745.00 bringing the total contract not-to-exceed amount to \$1,108,262.00. A TIF funding resolution for this addendum was approved by the Redevelopment Commission on March 6.

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	Pending – RDC Approval	11/07/2022
Design Services Contract	Approved	6/8/2021
Design Services Contract – Add. #1	Approved	11/7/2022
Design Services Contract – Add. #2	Current Item	3/14/2023
ROW Services Contract	Approved	6/8/2021
Public Need Resolution	N/A	--
Construction Inspection Contract	Approved	7/5/2022
Construction Contract	Future	Summer 2023

City of Bloomington Contract and Purchase Justification Form

Vendor: Shrewsberry & Associates, LLC

Contract Amount: \$1,108,262.00

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

PURCHASE INFORMATION

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

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

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

# of Submittals: 6	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The design firm was selected based upon the most qualified for the job not cost. It is standard practice for contracts of this type that cost is not considered in selection. Typically the most qualified firm will design the most cost effective project for the City.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was scoring grid used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

Shrewsberry was selected to design this project from a competitive RFI process in which their response received the highest score out of six responses.

Patrick Dierkes

Project Engineer

Engineering

Print/Type Name

Print/Type Title

Department

**23-21
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

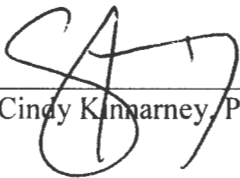
**APPROVAL OF ADDENDUM TO DESIGN CONSULTANT CONTRACT FOR
HOPEWELL PHASE 1 EAST**

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for the purchase and redevelopment the Old Bloomington Hospital Site (Hopewell), including the Phase 1 East redevelopment (“Project”); and
- WHEREAS, the RDC approved a design agreement for the Hopewell Phase 1 East with Shrewsberry and Associates, LLC in Resolution 21-32 for an amount not to exceed \$1,048,880.00; and
- WHEREAS, in Resolution 22-86, the RDC approved the first addendum to the agreement for an additional \$35,637.00, for a total amount under the contract not to exceed 1,084,517.00; and
- WHEREAS, Shrewsberry and City staff believe it is in the best in Project to execute an addendum to add additional design services and services for re-bidding the construction of the project (“Additional Services”); and
- WHEREAS, City staff have negotiated an addendum to the agreement with Shrewsberry for an amount not to exceed an additional Twenty-Three Thousand Seven Hundred Forty-Five Dollars (\$23,745.00) for the Additional Services (“Addendum”), which is attached to this Resolution as Exhibit A; and
- WHEREAS, with the addendum, the total amount of the contract would be \$1,108,262.00; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Services pursuant to the terms of the Agreement; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”), which is attached to this Resolution as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON REDEVELOPMENT COMMISSION THAT:

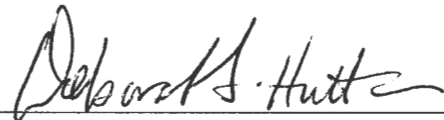
1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public's best interests.
2. The RDC finds the Project is an appropriate use of TIF, and that the Project serves the public's best interests.
3. The RDC hereby approves the Addendum to the Agreement and authorizes the City of Bloomington to expend an additional amount not to exceed Twenty-Three Thousand Seven Hundred Forty-Five Dollars (\$23,745.00) for an aggregate total amount not to exceed One Million One Hundred Eight Thousand Two Hundred Sixty-Two Dollars (\$1,108,262.00) to be payable in accordance with the terms of the Agreement ("Payment").
4. The Payment authorized above may be made from the Consolidated TIF. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.
5. The funding authorization contained in this Resolution is contingent upon the Board of Public Works approval of the Agreement. In the event that the Board of Public Works does not approve the addendum, the funding authorizations contained in this Resolution shall have no effect. Staff is asked to ensure a fully executed copy of the amended Agreement is retained in the RDC's records.
6. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2023.

BLOOMINGTON REDEVELOPMENT COMMISSION



Cindy Kinnarney, President

ATTEST:



~~Deborah Myerson, Secretary~~ Deborah Myerson, Secretary

3-6-23

Date

**ADDENDUM TO AGREEMENT FOR CONSULTING SERVICES
FOR THE BLOOMINGTON HOSPITAL RE-USE (BHRU) INFRASTRUCTURE & SITE
ENGINEERING – PHASE 1 EAST
WITH SHREWSBERRY AND ASSOCIATES, LLC**

This Addendum supplements the Agreement for Consulting Services with Shrewsberry and Associates, LLC (“Agreement”) for the Bloomington Hospital Re-Use (BHRU) Infrastructure & Site Engineering – Phase 1 East which was entered into on June 8, 2021, as follows:

1. See **Scope of Engineering Services**: Exhibit A of the Agreement describes the tasks to be provided by Shrewsberry and Associates, LLC, during this Project. Exhibit A is hereby amended to include the following additional tasks: Additional design services required to update the construction documents to reflect the design changes requested by the city and additional bidding services to re-bid the project through the public bidding process.
2. See **Article 4. Compensation** and **Exhibit B Compensation**: The City shall pay Shrewsberry and Associates, LLC, an amount not to exceed **\$23,745** for the additional Engineering Services. The not to exceed amount for the entire project shall be \$1,108,262.00.
3. In all other aspects, the Agreement shall remain in effect as originally written.

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

OWNER

CONSULTANT

Kyla Cox Deckard – President, Board of Public Works

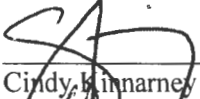
Anthony Warren, President / CEO

Jennifer Lloyd – Vice President, Board of Public Works


Date: _____

Elizabeth Karon – Secretary, Board of Public Works

Date: _____




Cindy Kinnearney – President, Redevelopment Commission



~~Deborah Myerson – Secretary, Redevelopment Commission~~
Job Hutton, Vice President, Redevelopment Commission

Date: 3-6-23



Beth Cate
Corporation Counsel, Office of the Mayor

Date: 3/6/23



7321 Shadeland Station
Suite 160
Indianapolis, IN 46256
317-841-4799
FAX: 317-841-4790
www.shrewsusa.com

AMENDMENT CHANGE ORDER

OWNER
SUBCONSULTANT
OTHER

DATE: 2023.02.24
PROJECT: City of Bloomington – Hopewell Phase 1 - East
PROJECT NO.: 21-0049
AMENDMENT NO.: 2

CONTRACT DATE: 2021.06.08
CONTRACT FOR: Design Services

The Contract is changed as follows:

Additional design services required to update the construction documents to reflect the design changes requested by the city and additional bidding services to re-bid the project through the public bidding process.

The breakdown of additional fees requested by design consultants:

Shrewsberry = \$11,275
 REA = \$ 7,270
Hines = \$ 3,700
 TEC = \$ 1,500
 \$23,745

Not valid until signed by Client

The original Contract Sum was.....\$ 1,048,880
 Net change by previously authorized Change Orders.....\$ 35,637
The Contract Sum prior to this Change Order was.....\$ 1,084,517
The Contract Sum will be increased by this Change Order in the amount of.....\$ 23,745
The new Contract Sum including this Change Order will be.....\$ 1,108,262

The Contract Time will be changed by (67) days

NOTE: All other provisions of the original contract remain unchanged.

CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS

SHREWSBERRY & ASSOCIATES, LLC

By: _____

By: _____

Printed: _____

Printed: Anthony Warren, President / CEO

Date: _____

Date: _____



January 29, 2023

Patrick Dierkes, PE
Project Engineer, Engineering Dept.
City of Bloomington

RE: Hopewell Phase 1 East – Bid Response

Mr. Dierkes,

This letter is in response to your January 28, 2023 e-mail that requested justification for the high bid received during the public bid process for Hopewell Phase 1 East. The only responder to the project had a bid of \$13,568,269, which was \$4,155,846 over the design team's estimate of \$9,412,422.

Over the last three years, requests like this have become commonplace as costs for construction have fluctuated markedly from historic levels. Construction estimates are an important part of any project and we do our best to stay on top of trends and the ever-increasing prices. The design team used RS Means (an industry standard estimating database), INDOT price summaries, bid tabs from recent projects, and prices direct from vendors and material suppliers to generate the project estimate. We take all of these steps to ensure we have the best information available to provide a realistic cost estimate.

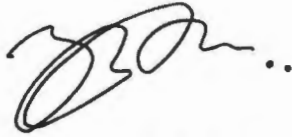
The design team reached out to several contractors that had pulled the project bid documents to determine why there were not more bidders and therefore more competition for this project. The larger contractors capable of a larger project like this are typically roadway contractors, and not as familiar or comfortable with the large amount of custom work and finishes required for the Hopewell project. They are currently very busy, as INDOT is releasing significant amounts of roadway work – this is easier for them to bid, and their back-log is already 12+ months. The design team believes there are some other factors to consider in addition to this, and economic factors like rising interest rates, record inflation, material price increases that are happening monthly instead of yearly, material supply-chain issues and delays, and worker scarcity. We believe some other factors include:

- The single bid received was from a company who is historically the highest bidder on every non-INDOT job we have seen them bid.
- It is likely the bidder realized there would be little to no competition (through their specialty sub-contractors), allowing them less risk for a higher bid.
- A large portion of the project scope is not 'in their wheelhouse', which would account for inflated prices to cover that lack of familiarity.
- Costs for specialty items were verified by the design team prior to the bid, but came in much higher, indicating large profit margins on those items.

We believe that the current economic and industry factors, along with these specific factors above, are what caused the discrepancy between the bid and the estimated cost of Hopewell Phase 1 East.

Please feel free to contact us for any additional information that you require.

Sincerely,

A handwritten signature in black ink, appearing to read 'Zach Berninger', with a stylized flourish at the end.

Zach Berninger, PLA
Director of Landscape Architecture and Site/Civil Services

City of Bloomington
Redevelopment Commission
Amended Project Review & Approval Form

Please Note:

- Approval of the project by the Redevelopment Commission through this Project Review & Approval Form does not represent an authorization to begin work or expend funds.
- Authorization of work and the commitment of funds shall be done when the Redevelopment Commission reviews and approves: (1) a Purchase Order or Contract prepared after complying with the appropriate procurement process for the type of item, service or construction being sought and (2) the estimated costs associated with the Purchase Order or Contract.
- No payment of funds shall be made without a duly authorized and approved Purchase Order or Contract. All claims for payment against a duly authorized Purchase Order or Contract shall be submitted to the Redevelopment Commission for their review and approval along with any required departmental inspections, reviews and approvals prior to the payment of any funds.

Project Name: Purchase and Redevelopment of IU Health Bloomington Hospital Site at 2nd and Rogers (“Legacy Hospital Site” and “Hopewell”)

Project Managers: Don Griffin; Jeff Underwood; Andrew Cibor; Deb Kunce (JS Held)

Project Description: Project will involve purchase of the Hospital Site at 2nd and Rogers from IU Health at such point as IU Health has vacated, razed some or all buildings on the site, and cleaned the site to a development-ready condition, in accordance with a definitive purchase agreement to be executed between the City and IU Health. The site is located in the Consolidated TIF and the City will be seeking funding for the real property purchase and for activities that will support future redevelopment of the site. If it were not for this project, it is very likely the site would be abandoned and underutilized or not utilized at all for years, as has happened across the country with similar hospital relocations and closings. This project will allow the city to prepare the site for and encourage redevelopment and best use of a prime location in the heart of downtown, and adjacent to the new Switchyard Park.

It is the Legal Department’s position that this project is a permissible use of Tax Increment under Indiana Code § 36-7-14-39(b)(3).

Project Timeline:

Start Date: January 2018

End Date: December 31, 2023

Financial Information:

Estimated full cost of project:	\$27,905,934.00
Sources of funds:	

Redevelopment Commission Resolution 23-21
Exhibit B

Consolidated TIF	\$25,000,000.00
Federal Roadway Reconstruction	\$2,905,934.00

Project Phases: This breakdown should mirror the contract(s) expected to be issued for this project. Each phase should include a description of the work to be performed, the cost, and the timeline for the contract.

Step	Description	Estimated Cost	Timeline
1	Consulting	\$638,910	2018-2023
	1a. ULI	\$135,000	2018
	1b. Financial Analysis (SB Friedman)	\$69,370	2021
	1c. Proj. Mgmt (JS Held)	\$367,000	2021
	1d. Branding and Mkt (Borshoff)	\$82,500	2021-2022
	1e. Sustainability (Guidon)	\$12,482	2022
2	Appraisals	\$50,000	2018-2023
3	Project Agreement with IU Health	\$6,500,000	2018-2024
4.	Due Diligence with Environmental Assessment	\$79,865.63	Nov.2018-Mar. 2019
5.	Master Planner	\$410,000	2020-21
6.	1st Street Reconstruction	\$4,935,959.03	2020-2023
	6a. Design – VS Engineering	\$729,029.03	Oct. 2020 – Dec. 2023
	6b. Right of Way Acquisition	Tentatively Estimated \$90,000	Nov. 2021 – May 2022
	6c. Construction Inspection	Tentatively Estimated \$475,000	Apr. 2023 – Nov. 2023
	6d. Construction	Tentatively Estimated \$3,650,000 (including \$2,905,934 federal funding)	Apr. 2023 – Nov. 2023
7.	Phase 1 East	\$16,835,506	June 2021 – Aug. 2024
	7a. Design – Shrewsberry & Associates, LLC	\$1,084,517 (+23,745) \$1,108,262	2021-2023
	7b. Property Acquisition	\$641,094	2021-2022
	7c. Demolition and Remediation	\$652,129.23	2022-2023
	7d. Construction Inspection	\$1,174,740	2022-2024
	7e. Construction	\$10,726,242	2022-2024
	7f. Utility Costs	\$250,000	2022-2023

Redevelopment Commission Resolution 23-21
Exhibit B

	7f(i) Cassady Electric	\$73,550.00	2022
	7f(ii). Duke Relocation	123,942.30	2022-2023
8.	Kohr Admin Redev.	\$95,505	TBD
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22
9.	Security Patrols – Marshall	\$107,198.95	2022-23
10.	Neighborhood Signage	\$4,800	2022-23

TIF District: Consolidated TIF (Walnut-Winslow, South Walnut, Tapp Road, Expanded Tapp Road, Fullerton Pike)

Resolution History:

- 18-13 Project Review and Approval Form
- 18-17 Approval of Contract with Urban Land Institute
- 18-31 Approval of Agreement with IU Health for Purchase of Old Hospital Site
- 18-61 Approval of Funding for Phase 1 Environmental Assessment
- 18-85 Approval of Funding for Due Diligence and Phase 2 Environmental Assessment
- 19-28 Approval of Funding for Due Diligence and Legal Fees
- 19-44 Approval of Third Amendment to Purchase Agreement
- 19-94 Approval to Keep Parking Garage
- 19-95 Approval of Fourth Amendment to Purchase Agreement
- 20-09 Approval of Amended Project Review Form
- 20-12 Agreement with Master Planner – SOM
- 20-79 Design Contract for 1st Street Reconstruction
- 20-86 Purchase Agreement for 413 W. 2nd Street
- 20-93 Approval of Phase II Assessment for 413 W. 2nd Street
- 21-32 Design Contract for Phase 1 East
- 21-45 Amended Project Review and Approval Form
- 21-80 Agreement for Naming and Branding Services
- 21-85 Addendum to 1st Street Design Contract
- 22-10 Amended Project Review and Approval Form
- 22-13 Sustainability Consultant Agreement – Guidon
- 22-30 Amendment to Purchase Agreement and Surrender Agreement
- 22-36 Approval of Agreement for Demolition – Renascent, Inc.
- 22-45 Approval of Agreement for Construction Inspection – REA
- 22-48 Agreement for Security Patrols
- 22-62 Approval of Addendum to SB Friedman Agreement
- 22-86 Addendum to Design Agreement with Shrewsberry
- 22-87 Change Order 1 for Phase 1 East Demolition - Renascent
- 22-95 Cassady Electric Lighting Relocation Phase 1 East
- 22-100 Duke Energy Utility Relocation
- 22-103 Funding for Hopewell Signs
- 23-21 Addendum #2 to Design Contract for Phase 1 East

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____



Board of Public Works Staff Report

Project/Event:	Award Construction Agreement for Winslow Resurfacing Project
Petitioner/Representative:	Engineering Department
Staff Representative:	Matt Smethurst
Date:	March 14th, 2023

Report: This project shall include the milling and resurfacing of asphalt pavement on Winslow Road from Walnut Street to Allendale Drive. The project will also install ADA compliant curb ramps at five intersections, make improvements to sections of sidewalk, and improve safety at the Winslow/Allendale intersection by altering the intersection layout. Bids were opened at a public meeting on March 13th, 2023. The City received two bids:

- Milestone Contractors, LP- \$474,712.00
- E & B Paving, LLC- \$549,300.00

Milestone Contractors, LP were the lowest responsive and responsible bidder. Construction is anticipated to begin in the spring of 2023. Single lane restrictions will be in place during construction utilizing flaggers. This project is TIF funded and will require RDC approval.

City of Bloomington Contract and Purchase Justification Form

Vendor: Milestone Contractors, LP

Contract Amount: \$474,712.00

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

PURCHASE INFORMATION

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

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

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

	Yes	No		Yes	No
# of Submittals: 2			Was the lowest cost selected? (If no, please state below why it was not.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

Milestone Contractors, LP were the lowest responsive and responsible bidder.

Matt Smethurst

Print/Type Name

Project Manager

Print/Type Title

Engineering

Department

22-60
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF PROJECT REVIEW AND APPROVAL FORM FOR RESURFACING
WINSLOW ROAD


WHEREAS, the City of Bloomington ("City") has brought the Redevelopment Commission a Project Review & Approval Form ("Form") which seeks the support for resurfacing Winslow Road from Walnut Street to High Street ("Project"); and

WHEREAS, a copy of the Form is attached to this Resolution as Exhibit A;

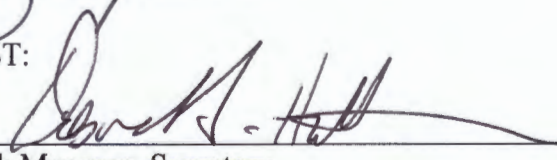
NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA, THAT:

1. The Redevelopment Commission finds that the Project has a valid public purpose, and approves the Project.
2. The expenditure of funds is not approved by this Resolution. Funding will be approved at a later date when the Project Manager brings a Contract or Contracts that have been prepared after complying with the appropriate City procurement process for the Project.

BLOOMINGTON REDEVELOPMENT COMMISSION



Cindy Kinnarney, President

ATTEST:


Deborah Myerson, Secretary

Sept. 6, 2022
Date

City of Bloomington
Redevelopment Commission
Project Review & Approval Form

Please Note:

- Approval of the project by the Redevelopment Commission through this Project Review & Approval Form does not represent an authorization to begin work or expend funds.
- Authorization of work and the commitment of funds shall be done when the Redevelopment Commission reviews and approves: (1) a Purchase Order or Contract prepared after complying with the appropriate procurement process for the type of item, service or construction being sought and (2) the estimated costs associated with the Purchase Order or Contract.
- No payment of funds shall be made without a duly authorized and approved Purchase Order or Contract. All claims for payment against a duly authorized Purchase Order or Contract shall be submitted to the Redevelopment Commission for their review and approval along with any required departmental inspections, reviews and approvals prior to the payment of any funds.

To Be Completed by Requesting Party:

Project Name: Winslow Road Resurfacing

Project Manager: Adam Wason

Project Description: This project will resurface and improve East Winslow Road between South Walnut Street and High Street. This project is anticipated to be part of the INDOT Community Crossing Grant.

Project Timeline:

Start Date: Fall 2022

End Date: December 2023

Financial Information:

Estimated full cost of project:	\$500,000
Sources of funds:	
Consolidated TIF	\$500,000

Project Phases: This breakdown should mirror the contract(s) expected to be issued for this project. Each phase should include a description of the work to be performed, the cost, and the timeline for the contract.

Redevelopment Commission Resolution 22-60

Exhibit A

Step	Description	Estimated Cost	Timeline
1	Preliminary Engineering	TBD	2022-Spring 2023
2	Construction	TBD	2023

TIF District: Consolidated TIF (Walnut-Winslow)

Resolution History: 22-60 Project Review and Approval Form

To Be Completed by Redevelopment Commission Staff:

Approved on 9-6-22

By Resolution 22-60 by a vote of _____

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
ENGINEERING DEPARTMENT
AND
MILESTONE CONTRACTORS, LP
FOR
Winslow Resurfacing Project (Walnut to Allendale)**

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Engineering Department through the Board of Public Works (hereinafter CITY), and Milestone Contractors, LP, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for the milling and resurfacing of asphalt pavement, and the installation of sidewalk, curb, ADA compliant ramps, and pavement markings on Winslow Road, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

2.02. All work required under this Agreement shall be substantially completed by the CONTRACTOR within ninety (90) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

2.03. It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

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

ARTICLE 3. COMPENSATION

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

3.02. 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.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

4.03 Payment of Escrow Amount The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

5.01. CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of 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:

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence
Bodily Injury, personal injury, property damage,	and \$2,000,000 in the
contractual liability, products-completed operations,	aggregate
General Aggregate Limit (other than Products/Completed	
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.

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

governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

5.07. Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. 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.

5.10. Safety. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

5.10.01 CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11. Amendments/Changes

5.11.01 Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

5.11.02 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he 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.

5.13. Payment of Subcontractors CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

5.13.01 The surety of the Payment Bond and Performance Bond may not be released until one (1) year after the Board's final settlement with the CONTRACTOR.

5.14. Written Notice Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:

TO CONTRACTOR:

City of Bloomington	Milestone Contractors, LP
Attn: Matt Smethurst	Aaron Chandler, Director of Estimating
P.O. Box 100 Suite 130	4755 West Arlington Road
Bloomington, Indiana 47402	Bloomington, Indiana 47404

5.15. Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure

of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

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

5.17. Steel or Foundry Products

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

"Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process."

5.17.03 Domestic Foundry products are defined as follows:

"Products cast from ferrous and nonferrous metals by foundries in the United States."

5.17.04 The United States is defined to include all territory subject to the jurisdiction of the United States.

5.17.05 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

5.18. Verification of Employees' Immigration Status

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

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

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

5.19. 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 (LWO)

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 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"

Winslow Resurfacing Project (Walnut to Allendale)

This project shall include, but is not limited to, the milling and resurfacing of asphalt pavement, the installation of sidewalk, curb, ADA compliant ramps, and pavement markings on Winslow Road between Walnut Street and Allendale Drive.

ATTACHMENT 'B'

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

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

AFFIDAVIT

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

1. The undersigned is the DIRECTOR OF ESTIMATING of
(job title)
MILESTONE CONTRACTORS, LP
(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.	TRENCH BOXES	LS	\$1,500.00	1	\$1,500.00
B.					
C.					
D.					
				Total	\$ 1,500.00

Method of Compliance (Specify) TRENCH BOXES

Date: MARCH 13, 2023

Aaron Chandler
Signature

AARON CHANDLER
Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared AARON CHANDLER and acknowledged the execution of the foregoing this 13 day of MARCH, 2023.

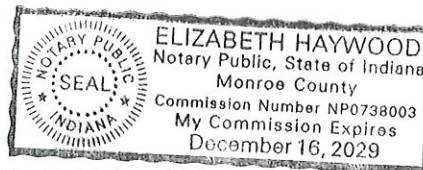
My Commission Expires: 12/16/29

Elizabeth Haywood
Signature of Notary Public

County of Residence: MONROE

ELIZABETH HAYWOOD
Printed Name of Notary Public

Commission #: 0738003



*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 duly sworn, hereby affirms and says that:

- 1. The undersigned is the DIRECTOR OF ESTIMATING of MILESTONE CONTRACTORS, LP.
a. (job title) (company name)
2. The company named herein that employs the undersigned:
i. has contracted with or seeking to contract with the City of Bloomington to provide services; OR
ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

Signature [Handwritten Signature]

AARON CHANDLER
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared AARON CHANDLER and acknowledged the execution of the foregoing this 13 day of MARCH, 20 23.

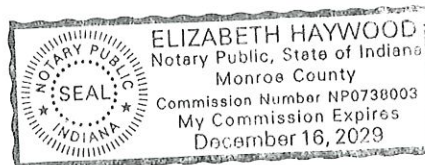
My Commission Expires: 12/16/29

Elizabeth Haywood
Signature of Notary Public

County of Residence: MONROE

ELIZABETH HAYWOOD
Printed Name of Notary Public

My Commission #: 0738003



ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)

) SS:

COUNTY OF MONROE)

AFFIDAVIT

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

1. The undersigned is the DIRECTOR OF ESTIMATING of
(job title)
MILESTONE CONTRACTORS, LP
(company name)
2. The undersigned is duly authorized and has full authority to execute this Affidavit.
3. The company named herein that employs the undersigned:
 - iii. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - iv. is a subcontractor on a contract to provide services to the City of Bloomington.
4. The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of \$150,000 is in accordance with Indiana Code 4-13-18 as amended.
5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.


Signature

AARON CHANDLER
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared AARON CHANDLER
and acknowledged the execution of the foregoing this 13 day of MARCH, 2023.

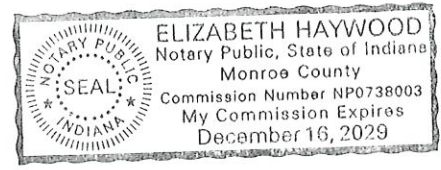
My Commission Expires: 12/16/29

Elizabeth Haywood
Signature of Notary Public

County of Residence: MONROE

ELIZABETH HAYWOOD
Printed Name of Notary Public

My Commission #: 0738003



ATTACHMENT 'E'

"Unit Prices"

Project Title : Winslow Resurfacing Project (Walnut to Allendale)

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
001	105-06845	CONSTRUCTION ENGINEERING	1	L.S.	\$4,000.00	\$4,000.00
002	110-01001	MOBILIZATION & DEMOBILIZATION	1	L.S.	\$7,250.00	\$7,250.00
003	201-52370	CLEARING RIGHT OF WAY	1	L.S.	\$5,000.00	\$5,000.00
004	202-02278	CURB, CONCRETE, REMOVE	20	L.F.	\$125.00	\$2,500.00
005	202-02279	CURB AND GUTTER, REMOVE	375	L.F.	\$35.00	\$13,125.00
006	202-52710	SIDEWALK, CONCRETE, REMOVE	300	S.Y.	\$45.00	\$13,500.00
007	205-06933	TEMPORARY INLET PROTECTION	25	EACH	\$200.00	\$5,000.00
008	211-02050	B BORROW	75	C.Y.	\$115.00	\$8,625.00
009	301-12234	COMPACTED AGGREGATE NO. 53	52	C.Y.	\$175.00	\$9,100.00
010	305-12695	LEAN CONCRETE BASE, 9 IN.	130	S.Y.	\$105.00	\$13,650.00
011	306-08034	MILLING, ASPHALT, 1 1/2 IN.	16400	S.Y.	\$3.00	\$49,200.00
012	401-07321	HMA SURFACE, 9.5 mm (TYPE B)	1450	TON	\$105.00	\$152,250.00
013	401-10258	JOINT ADHESIVE, SURFACE	17000	L.F.	\$0.25	\$4,250.00
014	406-05521	ASPHALT FOR TACK COAT	16400	S.Y.	\$0.25	\$4,100.00
015	604-06070	SIDEWALK, CONCRETE 4 IN.	245	S.Y.	\$55.00	\$13,475.00
016	604-08086	CURB RAMP, CONCRETE	130	S.Y.	\$135.00	\$17,550.00
017	604-12083	DETECTABLE WARNING SURFACES	21	S.Y.	\$515.00	\$10,815.00
018	605-06120	CURB, CONCRETE	40	L.F.	\$95.00	\$3,800.00
019	605-06140	CURB AND GUTTER, CONCRETE	385	L.F.	\$55.00	\$21,175.00
020	605-06235	CENTER CURB, D CONCRETE MODIFIED	30	L.F.	\$205.00	\$6,150.00
021	621-06560	MULCHED SEEDING, U	550	S.Y.	\$5.00	\$2,750.00
022	621-06570	TOPSOIL	45	C.Y.	\$315.00	\$14,175.00
023	715-05149	PIPE, TYPE 2, CIRCULAR, 12 IN.	19	L.F.	\$175.00	\$3,325.00
024	720-44025	CASTING, 4, FURNISH/ADJUST TO GRADE	2	EACH	\$1,105.00	\$2,210.00
025	720-45030	INLET, E7	1	EACH	\$2,900.00	\$2,900.00
026	801-06775	MAINTAINING TRAFFIC	1	L.S.	\$32,000.00	\$32,000.00
027	802-05702	SIGN POST, SQUARE TYPE 2, REINFORCED ANCHOR BASE	18	L.F.	\$35.00	\$630.00

CONTINUED TO NEXT PAGE



City of Bloomington
Engineering Department

Letting Date: March 13th, 2023

Proposal Schedule of Items (Unit Prices) Attachment 'E'

Page 2 of 2

Project Title : Winslow Resurfacing Project (Walnut to Allendale)

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
028	804-11921	DELINEATOR POST FLEXIBLE, TYPE II	2	EACH	\$205.00	\$410.00
029	808-03439	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	860	L.F.	\$15.00	\$12,900.00
030	808-75278	TRANSVERSE MARKING, THERMOPLASTIC, CROSSHATCH LINE, YELLOW, 12 IN.	265	L.F.	\$8.55	\$2,265.75
031	808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	5850	L.F.	\$1.25	\$7,312.50
032	808-75245	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	9100	L.F.	\$1.25	\$11,375.00
033	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, 24 IN.	125	L.F.	\$15.00	\$1,875.00
034	808-75300	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 6 IN.	125	L.F.	\$3.55	\$443.75
035	808-75320	PAVEMENT MESSAGE MARKING, THERMOPLASTIC LANE INDICATION ARROW	10	EACH	\$145.00	\$1,450.00
036	808-75998	SNOWPLOWABLE RAISED PAVEMENT MARKER	63	EACH	\$225.00	\$14,175.00
TOTAL PROJECT BID:						\$474,712.00

Bidder acknowledges that:

- 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
- 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 sworn, hereby affirms and says that:

1. The undersigned is the _____ of Milestone Contractors, LP
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the "Living Wage Ordinance."
4. The projected employment needs under the award include the following: [Click here to enter text.](#)
5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: [Click here to enter text.](#)
6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number



**City of Bloomington
Human Rights Commission**

TO: Public Works and Engineering

DATE: February 28, 2023

RE BIDS FOR: Winslow Resurfacing

DEADLINE: March 10, 2023

Dear Board Members:

I have reviewed the affirmative action plan for Milestone, 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 Attorney

Cc: File
Bidder

ESCROW AGREEMENT

Winslow Road from Walnut Street to Allendale Dr

THIS ESCROW AGREEMENT is made and entered into this 14th day of March, 2023, by and between the City of Bloomington, Indiana, Board of Public Works (the "Owner"), and Milestone Contractors, LP (the "Contractor"), and First Financial Bank, an Ohio state chartered bank (the "Escrow Agent"). The Owner and Contractor shall be collectively referred to as the "Parties" herein.

WHEREAS, the Owner and Contractor entered into an Agreement dated March 13, 2023 in the amount of \$100,000.00 or more, for the construction of a public works project (the "Construction Agreement"); and

WHEREAS, said Construction Agreement provides that portions of payments by Owner to Contractor shall be retained by Owner (the "Retainage") and shall be placed in the escrow account created hereby.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

To the extent that the Owner retains funds out of payments applied for by the Contractor under the provisions of the Construction Agreement providing for payments based on the value of the work in place and the materials stored, the Owner shall place the funds so retained in an escrow account. Such deposit shall be made within three (3) business days after the date such payments are made to Contractor.

The Escrow Agent shall open a "Money Market" account that invests primarily in short-term, interest bearing bank deposit accounts, and/or investment grade securities and deposit said Retainage promptly into the account; however, the Escrow Agent makes no representation as to the yield of such investment and will not bear liability for any delays in depositing the Retainage or for any failure to achieve the maximum possible yield from such Deposit.

The income from and earnings on and all gains derived from the investment and reinvestment of the funds (escrow income) shall be held in the escrow account. The Escrow Agent shall deposit all funds and hold all investments in a specific escrow fund so that a quarterly accounting can and shall be made to the Contractor of all investments made in such funds and all income, fees, payments, deposits, and other activities related to the escrow funds.

The Deposit, less any and all transaction or account fees or charges and out-of-pocket expenses of Escrow Agent attributable to, or incurred in connection with, the deposit thereof in accordance with the terms of this Agreement which items may be deducted by the Escrow Agent from the Deposit as set forth below (such net sum being the "Net Deposit"), will be delivered by Escrow Agent in accordance with the terms of this Escrow Agreement to the person or persons entitled

thereto or, herein, to a substitute impartial party or a court of competent jurisdiction. Escrow Agent agrees to provide the Parties with copies of each monthly statement for the Escrow Account for the period for which the Deposit is held by Escrow Agent. As a condition to the delivery of any funds constituting part of the Deposit, Escrow Agent may require from the recipient a receipt therefor and, upon final payment or disposition, may require its release from any liability arising out of the execution or performance hereof, such release to be in a form reasonably satisfactory to Escrow Agent.

The Escrow Agent shall pay over the net sum held by it hereunder as follows:

The Escrow Agent shall hold all of the escrow funds and shall release the principal, Net Deposit, plus any accrued interest thereon, less any expenses, including but not limited to attorneys' fees, thereof only upon the execution and delivery to it of a Payment Certificate attached here as Exhibit A, executed by the Owner and by the Contractor specifying the portion or portions of the principal of the escrow funds to be released and the person or persons to whom such portions are to be released. After receipt of said Payment Certificate the Escrow Agent shall remit the designated part of escrowed principal and the same proportion of the escrowed income to the person(s) specified in the Payment Certificate. Such release of escrow funds shall be no more than thirty (30) days from the date of receipt by the Escrow Agent of the release executed by the Owner and Contractor.

Although statutorily entitled to a fee, the Escrow Agent agrees to waive the monthly statement fee and the monthly minimum balance.

All income earned on the escrowed principal shall be paid to the Contractor.

In lieu of the presentation of the Payment Certificate described above, any document purporting to be a certificate will be deemed by the Escrow Agent to be a proper certificate, or will suffice as a joint instruction, if it contains: (i) the name of the payee; (ii) the amount of the payment to be made; (iii) the manner of payment (i.e., by certified or cashier's check, by account-to-account transfer, or by wire transfer, whichever is applicable); and (iv) the signatures of each of the Parties hereto, excluding the Escrow Agent.

Escrow Agent will be entitled to rely upon the authenticity of any signature (and upon any facsimile of a signature as if it were an original signature) and the genuineness and/or validity of any writing received by Escrow Agent from either of the Parties pursuant to or otherwise relating to this Escrow Agreement.

Each signatory to this Escrow Agreement warrants that it has full and complete authority to enter into this Escrow Agreement.

The Escrow Agent may at any time request written instructions from the Parties with respect to the interpretation hereof or of action to be taken or suffered or not taken hereunder and, notwithstanding any other provision hereof, will be entitled to withhold (and will not be under any liability to any person for withholding) action hereunder until it has received written instructions signed by all of the Parties.

In the event of the receipt by the Escrow Agent of any notice, demand, or certificate not provided for or in compliance with this Escrow Agreement or of any inconsistent or conflicting notices or certificates, the Escrow Agent will be protected in taking no action whatsoever with reference to any such notice or demand, unless such inaction constitutes gross negligence or willful misconduct on the part of the Escrow Agent. In case of: (i) receipt of contradictory instructions from the Parties; (ii) any dispute as to any matter arising under this Agreement; or (iii) any uncertainty as to the meaning or applicability of any of the provisions hereof, Escrow Agent may, at its option at any time thereafter, deposit the Deposit and/or documents or assets then being held by it in escrow into a court having appropriate jurisdiction, or take such affirmative steps as it may elect in order to substitute an impartial bank of comparable financial and industrial standing to hold the Deposit and/or documents and will thereby be discharged and relieved of any and all liability hereunder.

The Escrow Agent may resign at any time by giving a minimum of thirty (30) days' prior written notice of resignation to the Parties, such resignation to be effective on the date specified in such notice. The Deposit, and any other assets held by the Escrow Agent under the terms of this Escrow Agreement as of the effective date of the resignation, will be delivered to a successor escrow agent designated in writing jointly by the Parties. If no successor escrow agent has been appointed as of the effective date of the resignation, all obligations of the Escrow Agent hereunder will nevertheless cease and terminate, except that the Escrow Agent's sole responsibility thereafter will be to keep safely the Deposit then held by it and to deliver the same to a person designated by both Parties or in accordance with the direction of a final order or judgment of a court of competent jurisdiction.

The Escrow Agent has no responsibility concerning compliance by the Parties with their duties to each other under this Escrow Agreement or any other agreements. Escrow Agent will have only such duties and obligations as are specifically imposed upon it by the terms and conditions of this Escrow Agreement and no implied duties or obligations will be read into this Escrow Agreement against Escrow Agent.

The Parties, jointly and severally, agree to indemnify and hold harmless Escrow Agent from and against any and all costs including its attorney's fees, claims or damages howsoever occasioned that may be incurred by Escrow Agent acting under this Escrow Agreement or to which Escrow Agent may be put in connection with Escrow Agent acting under this Escrow Agreement arising from the Parties' willful misconduct or negligence.

In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided above, the escrowed funds shall be paid in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.

The account shall be a commercial money market account set up by the Escrow Agent to hold the retainage, and there shall be no fees and no minimum balance required. The account shall earn interest rate based on balances. The Parties agree to reimburse Escrow Agent for all reasonable expenses, disbursements and advances incurred or made by Escrow

Agent in the performance of its duties hereunder (including reasonable fees, expenses and disbursements of its counsel).

The Escrow Agent will not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and will not be required to take any action which in Escrow Agent's reasonable judgment would cause it to incur expense or liability unless furnished with security and indemnity which it reasonably deems to be satisfactory.

This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned Construction Agreement.

This instrument constitutes the entire agreement between the Parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds. The Escrow Agent is not liable to the Owner and Contractor for any loss or damages, other than loss or damage directly caused by Escrow Agent's own gross negligence or willful misconduct.

This Escrow Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms or covenants hereof may be waived only by a written instrument executed by all the Parties hereto.

This Escrow Agreement contains the entire agreement between the Parties with respect to the escrow transaction contemplated herein and may not be changed or terminated orally.

This Escrow Agreement shall be governed by the laws of the State of Indiana.

This Escrow Agreement will be binding upon and inure solely to the benefit of the Parties hereto and their respective heirs, administrators, successors and assigns, and will not be enforceable by or inure to the benefit of any third party, except any successor escrow agent. No party may assign any of its rights or obligations under this Escrow Agreement without the written consent of the other parties, except that either of the Parties may assign its rights and obligations hereunder in connection with a permitted assignment of its rights and obligations under the Agreement in which case any signatures required hereunder will be those of such assignee.

This Escrow Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

All notices, waivers, consents, approvals and other communications hereunder shall be in writing and shall be deemed to have been properly given on the date of service if delivered personally or on the date of mailing if deposited in the United States mail, first class postage prepaid, to the extent required by applicable law, and will comply with the requirements of the Uniform Commercial Code then in effect, addressed appropriately as

follows:

If to Owner:

City of Bloomington Board of Public Works
401 N. Morton Street, Suite 130
Bloomington IN 47404
Attn: Andrew Cibor, City Engineer

If to Escrow Agent:

First Financial Bank
536 N. College Ave.
Bloomington, IN 47404
Attn: Amy Kaiser, Vice President, Treasury Management Services

If to Contractor:

Name: _____
Address: _____
City/State: _____
Attn: _____

In Witness Whereof, the undersigned have executed this Escrow Agreement as of the day and year first above written.

OWNER:

City of Bloomington, Board of Public Works

By: _____
Kyla Cox Deckard, President

Reviewed and Approved By:

Jeffrey Underwood, Controller
City of Bloomington

Dated: _____

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Tax I.D. No.: _____

ESCROW AGENT:

First Financial Bank

By: _____

Amy Kaiser, Vice President,
Treasury Management Services



Board of Public Works Staff Report

Project/Event: Award of Quote and Approval of Contract

Petitioner/Representative: PEI Maintenance & Contracting

Staff Representative: Cory Snider/ Lisa Lazell

Meeting Date: March 14, 2023

December 28, 2022, we received quotes for the installation of a Diesel Exhaust Tank (DEF) at the Henderson Street Fuel Site.

PEI was the most responsive and responsible bidder.

PEI will install a DEF tank system and will interface it with our Fuel Master Fuel Management System for accurate tracking of DEF usage. The system will be accessible 24 hours a day.

City of Bloomington Contract and Purchase Justification Form

Vendor: PEI Maintenance and

Contract Amount: \$57,089.00

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

PURCHASE INFORMATION

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

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

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

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

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

We sent quote packets to three vendors. PEI returned a quote.

Cory Snider

Print/Type Name

Interim Fleet Manager

Print/Type Title

Fleet Maintenance

Department

PEI Maintenance & Contracting *(a division of Peacetree, Inc.)*

7630 N. Fox Hollow Road, Bloomington, IN 47408 Phone: 812-331-2318 E-Mail: rarmes@pei-mc.com

Commitment, Strength, & Integrity The update on this quote was just removing the language that indicated possibly two locations of tank installs which was old text left over from when Jason ask him the cost on two tanks. 12/29/22 (JAL)

Price Quote

December 26, 2022

To: City of Bloomington
Attn: Jason Speer
800 E. Miller Drive
Bloomington, IN 47401

Phone: 812-349-3494

Email: jspeer@bloomington.in.gov

Site: Henderson Street

From: Rod Armes
E-Mail: rarmes@pei-mc.com

Subject: New DEF Above Ground Tank System

Jason,

SOW: PEI will provide all labor, materials, and equipment to install a new 500-gallon Self-Contained DEF Tank System at the above location in the City of Bloomington Indiana for the Division of Public Works. The new system will be connected to the existing FuelMaster Fuel Management System (FMS) for complete control and access 24 hours a day. Labor and Materials to lengthen the existing fuel island and add the additional required electrical will be included, providing that the current electrical system for the fueling systems has ample space to provide circuits for this addition of a new DEF System at the location. This system will not come with any connect ability to the Veeder Root Tank Monitoring System. This could be added if desired. Proposal is based upon completing the new installation.

Price: \$ 57,089.00 All Labor, Materials, and Equipment

Most material lead times are currently 18-26 weeks after purchase order(s) are approved.

Line Items:

- | | |
|-------------------------|-------------|
| 1. DEF Tank System | \$24,125.00 |
| 2. Installation & Labor | \$32,964.00 |

NOTES:

1. Price does include any state or local permits, if needed.
2. Price is good for thirty (30) days unless otherwise specified. ***See Note Below**
3. Price does not include any sales tax, if applicable.
4. Pricing does not include problems that might be encountered during demolition/construction, such as contaminated soils to be removed, water, rock, etc.

*Please be advise that the prices quoted herein of this price quote are very likely to increase prior to execution of any Contract, Supplier agreements, or prior to delivery of materials. This is not by our choice. Our suppliers and manufacturers have made it very clear that due to today's extremely unstable economic climate they can no longer guarantee price holds for any length of time. Peacetree, Inc. will do its very best to maintain the prices quoted for up to 30 days.

Should you have any other questions, please feel free to contact me.

Thank You!

Rod Armes
Fuel System Specialist

Fuel System Specialist

Gas Stations, C-Stores, Garages, Service Centers, Commercial & Fleet Fueling Systems, Airports, Marinas, Bulk Plants, Bulk Propane Storage
Complete Consulting, Design, Contracting, Maintenance Services, and Equipment Sales
General Contractor

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
PEI Maintenance & Contracting**

This Agreement, entered into on this 14th day of March, 2023, by and between the City of Bloomington Department of Public Works (the “Department”), and PEI Maintenance & Contracting (“Contractor”).

Article 1. Scope of Services After receiving a **Notice to Proceed**, Contractor shall provide all labor, materials and equipment to install a new 500-gallon self-contained Diesel Exhaust Fluid (“DEF”) tank system. The new system will be connected to the existing FuelMaster Fuel Management System for accurate tracking of DEF usage and will be accessible 24 hours a day. These services (“Services”) will be performed at the Henderson Street fuel site for a set price of Fifty-Seven Thousand Eighty-Nine Dollars (\$57,089.00). 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, 2023, 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 Cory Snider, Inventory Coordinator, Fleet Maintenance, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Fifty-Seven Thousand Eighty-Nine Dollars. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent via email to public.works@bloomington.in.gov or via first class mail postage prepaid to 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. Appropriation of Funds Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 20. Compliance with Laws In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor

shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

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

Department: City of Bloomington Public Works, Attn: Adam Wason, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: PEI Maintenance & Contracting, 7630 N. Fox Hollow Road, Bloomington, IN 47408

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

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

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

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

CITY OF BLOOMINGTON

PEI Maintenance & Contracting

John Hamilton, Mayor

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox-Deckard, President, Board of Public Works

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20_____.

PEI Maintenance & Contracting

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public Printed Name

Notary Public's Signature

My Commission Expires: _____

County of Residence: _____

My Commission #: _____



Board of Public Works Staff Report

Project/Event: Award 2023 Pavement Marking Contract
Petitioner/Representative: Street Department
Staff Representative: Joe Van Deventer
Meeting Date: March 14, 2023

Bids were opened at the March 13, 2023 Board of Public Works session. CE Hughes Milling, Inc. DBA The Airmarking Co. was determined the most responsible and responsive with action recommended for the 2023 Pavement Marking Contract.

CE Hughes Milling, Inc. DBA The Airmarking Co. \$ 179,440.00

Indiana Sign & Barricade, Inc. \$ 197,795.00

City of Bloomington Contract and Purchase Justification Form

Vendor: CE Hughes Milling, Inc. DBA The

Contract Amount: \$179,440.00

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

PURCHASE INFORMATION

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

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

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

# of Submittals: 2	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bids were opened at Board of Public Work Session on 3/13/2023. Two bids received.		
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

Bids were conducted, CE Hughes Milling, Inc. DBA The Airmarking Co. was determined the most responsible and responsive, action to recommend award of 2023 Pavement Marking Contract.

Joe VanDeventer

Director of Operations

Public Works/Street Division

Print/Type Name

Print/Type Title

Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS – STREET DIVISION

AND

CE Hughes Milling, Inc. DBA The Airmarking Co.

FOR

Pavement Marking Services

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works - Street Division through the Board of Public Works (hereinafter CITY), and CE Hughes Milling, Inc. DBA The Airmarking Co., (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for the furnishing of all necessary labor and materials, and equipment for installing, or removing of pavement markings for the City of Bloomington. All materials and work shall meet with the current edition of the Indiana Manual on Uniform Traffic Control Devices (MUTCD), and the Indiana Department of Transportation (INDOT) Standard Specifications, and current supplements thereto. These specifications can be located on the INDOT website.

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 Contractor shall complete all Work as specified or indicated in the Contract Documents.

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR by December 31, 2023 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 Work under this Agreement shall be conducted during the summer and fall months of 2023. This agreement may be renewed up to two (2) times for additional one (1) year terms for work to be conducted in the summer and fall of 2024 and 2025, provided the Contractor gives written notice to the City on or before December 31, 2024, and December 31, 2025, respectively, of its intent to renew this Agreement, and both the City and Contractor agree to a one-year renewal of this Agreement.

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 and indicated in this Agreement.

3.02 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.

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

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

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

3.06 Engineer The City Engineer shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. . When referred to throughout the Contact Documents the term "Engineer" refers to the Director of Street Operations or his/her designee.

ARTICLE 4. RETAINAGE

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

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

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

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

prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

5.01 CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of 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:

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence Bodily Injury, personal injury, property damage, and \$2,000,000 in the contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed 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.

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

5.07 Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. 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.

5.10 Safety. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

5.10.01 CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11 Amendments/Changes

5.11.01 Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

5.11.02 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he 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.

5.13 Payment of Subcontractors CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

5.13.01 The surety of the Payment Bond and Performance Bond may not be released until one (1) year after the Board's final settlement with the CONTRACTOR.

5.14 Written Notice Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:

TO CONTRACTOR:

City of Bloomington	CE Hughes Milling, Inc. DBA The Airmarking Co
Attn: Joe VanDeventer	Attn: Greg Lowe
P.O. Box 100	1544 N State Road 25
Bloomington, Indiana 47402	Rochester, Indiana 46975

5.15 Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party’s right to demand later compliance with the same or other provisions of this Agreement.

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

5.17 Steel or Foundry Products

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

“Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.”

5.17.03 Domestic Foundry products are defined as follows:

“Products cast from ferrous and nonferrous metals by foundries in the United States.”

5.17.04 The United States is defined to include all territory subject to the jurisdiction of the United States.

5.17.05 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

5.18 Verification of Employees’ Immigration Status

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

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

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

5.19 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 (LWO)

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 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 'B'

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

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

1. The undersigned is the N/A of _____
(job title)

(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*:

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF Fulton)

E-Verify AFFIDAVIT

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

- 1. The undersigned is the President of C E Hughes Milling, Inc. DBA The Airmarking Co.
a. (job title) (company name)
2. The company named herein that employs the undersigned:
i. has contracted with or seeking to contract with the City of Bloomington to provide services; OR
ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

Signature: Caroline Hughes, President
Caroline Hughes - President

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF Fulton)

Before me, a Notary Public in and for said County and State, personally appeared Caroline Hughes and acknowledged the execution of the foregoing this 13th day of March, 2023.

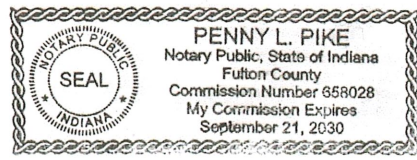
My Commission Expires: 09/21/2030

Signature of Notary Public: Penny L Pike
Penny L Pike

County of Residence: Fulton

Penny L Pike
Printed Name of Notary Public

My Commission #: 658028



ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

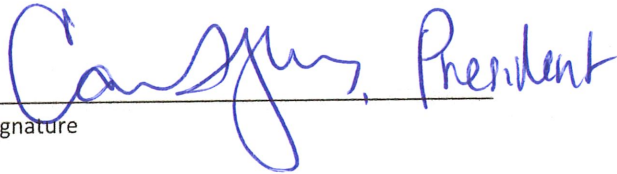
STATE OF INDIANA)
) SS:
COUNTY OF Fulton)

AFFIDAVIT

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

1. The undersigned is the President of
(job title)
C E Hughes Milling, Inc. DBA The Airmarking Co.
(company name)
2. The undersigned is duly authorized and has full authority to execute this Affidavit.
3. The company named herein that employs the undersigned:
 - iii. has contracted with or seeking to contract with the City of Bloomington to provide services; OR
 - iv. is a subcontractor on a contract to provide services to the City of Bloomington.
4. The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of \$150,000 is in accordance with Indiana Code 4-13-18 as amended.
5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

Signature


 Caroline Hughes, President

Caroline Hughes -President
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF Fulton)

Before me, a Notary Public in and for said County and State, personally appeared Caroline Hughes
and acknowledged the execution of the foregoing this 13th day of March, 2023.

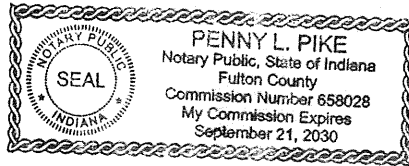
My Commission Expires: 09/21/2030


Signature of Notary Public Penny L Pike

County of Residence: Fulton

Penny L Pike
Printed Name of Notary Public

My Commission #: 658028



VENDOR / CONTRACTOR INFORMATION

Company: C E Hughes Milling, Inc. DBA The Airmarking Co.

Name (print): Caroline Hughes

Address: 1544 N. SR 25 P.O. Box 526 Rochester, IN 46975

Telephone: 574-223-5817 Fax: _____

E-Mail: nick@airmarking.com caroline@airmarking.com

Signature:  President

(Must be signed by an authorized company representative.)

ATTACHMENT 'E'
CITY OF BLOOMINGTON
PAVEMENT MARKING SERVICES

DELIVER BID TO:

City of Bloomington Public Works Dept.
 401 N Morton St. Atrium
 Bloomington, IN 47404

Pricing shall include all costs, including labor and material, and a detailed breakdown of the cost of work by line items. The detailed cost information can be included on an additional page.

QTY	DESCRIPTION	COST
250,000 lf	Line, Fast Dry Paint, Solid, White, 4"	\$ 0.18
35,000 lf	Line, Fast Dry Paint, Solid, Yellow, 4"	\$ 0.18
270,000 lf	Line, Fast Dry Paint, Double Yellow, 4"	\$ 0.32
7,000 lf	Line, Fast Dry Paint, Skip, Yellow, 4"	\$ 0.19
24,000 lf	Line, Fast Dry Paint, Skip, White, 4"	\$ 0.19
110,000 lf	Line, Fast Dry Paint, White, Bike Lane, 6"	\$ 0.21
	OPTION PRICING BELOW	
1,500 lf.	24" Thermoplastic – Applied to Asphalt Intersections	\$ 7.50
200 lf	24" Thermoplastic – Applied to Concrete	\$ 7.50

For projects requiring submission of Trench Safety Systems Affidavit, the portion of the Lump Sum cost provided above which is attributable to trench safety systems is \$ Not applicable for this project.

EXHIBIT "F"

AFFIDAVIT THE LIVING WAGE ORDINANCE

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

1. The undersigned is the _____ of CE Hughes Milling, Inc. DBA The Airmarking Co.
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the "Living Wage Ordinance."
4. The projected employment needs under the award include the following: _____
5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: [Click here to enter text.](#)
6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of _____
_____, 2023.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

ESCROW AGREEMENT

Pavement Marking Services 2023

THIS ESCROW AGREEMENT is made and entered into this 14th day of March, 2023, by and between the City of Bloomington, Indiana, Board of Public Works (the "Owner"), and CE Hughes Milling, Inc. DBA The Airmarking Co. (the "Contractor"), and First Financial Bank, an Ohio state chartered bank (the "Escrow Agent"). The Owner and Contractor shall be collectively referred to as the "Parties" herein.

WHEREAS, the Owner and Contractor entered into an Agreement dated the 14th day of March, 2023, in the amount of \$179,440.00 or more, for the construction of a public works project (the "Construction Agreement"); and

WHEREAS, said Construction Agreement provides that portions of payments by Owner to Contractor shall be retained by Owner (the "Retainage") and shall be placed in the escrow account created hereby.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

To the extent that the Owner retains funds out of payments applied for by the Contractor under the provisions of the Construction Agreement providing for payments based on the value of the work in place and the materials stored, the Owner shall place the funds so retained in an escrow account. Such deposit shall be made within three (3) business days after the date such payments are made to Contractor.

The Escrow Agent shall open a "Money Market" account that invests primarily in short-term, interest bearing bank deposit accounts, and/or investment grade securities and deposit said Retainage promptly into the account; however, the Escrow Agent makes no representation as to the yield of such investment and will not bear liability for any delays in depositing the Retainage or for any failure to achieve the maximum possible yield from such Deposit.

The income from and earnings on and all gains derived from the investment and reinvestment of the funds (escrow income) shall be held in the escrow account. The Escrow Agent shall deposit all funds and hold all investments in a specific escrow fund so that a quarterly accounting can and shall be made to the Contractor of all investments made in such funds and all income, fees, payments, deposits, and other activities related to the escrow funds.

The Deposit, less any and all transaction or account fees or charges and out-of-pocket expenses of Escrow Agent attributable to, or incurred in connection with, the deposit thereof in accordance with the terms of this Agreement which items may be deducted by the Escrow Agent from the Deposit as set forth below (such net sum being the "Net Deposit"), will be delivered by Escrow Agent in accordance with the terms of this Escrow Agreement to the person or persons entitled thereto or, herein, to a substitute impartial party or a court of competent jurisdiction. Escrow Agent agrees to provide the Parties with copies of each monthly statement for the Escrow Account for the period for which the Deposit is held by Escrow Agent. As a condition to the delivery of any funds constituting part of the Deposit, Escrow Agent may require from the recipient a receipt therefor and, upon final payment or disposition, may require its release from any liability arising out of the execution or performance hereof, such release to be in a form reasonably satisfactory to Escrow Agent.

The Escrow Agent shall pay over the net sum held by it hereunder as follows:

The Escrow Agent shall hold all of the escrow funds and shall release the principal, Net Deposit, plus any accrued interest thereon, less any expenses, including but not limited to attorneys' fees, thereof only upon

the execution and delivery to it of a Payment Certificate attached here as Exhibit A, executed by the Owner and by the Contractor specifying the portion or portions of the principal of the escrow funds to be released and the person or persons to whom such portions are to be released. After receipt of said Payment Certificate the Escrow Agent shall remit the designated part of escrowed principal and the same proportion of the escrowed income to the person(s) specified in the Payment Certificate. Such release of escrow funds shall be no more than thirty (30) days from the date of receipt by the Escrow Agent of the release executed by the Owner and Contractor.

Although statutorily entitled to a fee, the Escrow Agent agrees to waive the monthly statement fee and the monthly minimum balance.

All income earned on the escrowed principal shall be paid to the Contractor.

In lieu of the presentation of the Payment Certificate described above, any document purporting to be a certificate will be deemed by the Escrow Agent to be a proper certificate, or will suffice as a joint instruction, if it contains: (i) the name of the payee; (ii) the amount of the payment to be made; (iii) the manner of payment (i.e., by certified or cashier's check, by account-to-account transfer, or by wire transfer, whichever is applicable); and (iv) the signatures of each of the Parties hereto, excluding the Escrow Agent.

Escrow Agent will be entitled to rely upon the authenticity of any signature (and upon any facsimile of a signature as if it were an original signature) and the genuineness and/or validity of any writing received by Escrow Agent from either of the Parties pursuant to or otherwise relating to this Escrow Agreement.

Each signatory to this Escrow Agreement warrants that it has full and complete authority to enter into this Escrow Agreement.

The Escrow Agent may at any time request written instructions from the Parties with respect to the interpretation hereof or of action to be taken or suffered or not taken hereunder and, notwithstanding any other provision hereof, will be entitled to withhold (and will not be under any liability to any person for withholding) action hereunder until it has received written instructions signed by all of the Parties.

In the event of the receipt by the Escrow Agent of any notice, demand, or certificate not provided for or in compliance with this Escrow Agreement or of any inconsistent or conflicting notices or certificates, the Escrow Agent will be protected in taking no action whatsoever with reference to any such notice or demand, unless such inaction constitutes gross negligence or willful misconduct on the part of the Escrow Agent. In case of: (i) receipt of contradictory instructions from the Parties; (ii) any dispute as to any matter arising under this Agreement; or (iii) any uncertainty as to the meaning or applicability of any of the provisions hereof, Escrow Agent may, at its option at any time thereafter, deposit the Deposit and/or documents or assets then being held by it in escrow into a court having appropriate jurisdiction, or take such affirmative steps as it may elect in order to substitute an impartial bank of comparable financial and industrial standing to hold the Deposit and/or documents and will thereby be discharged and relieved of any and all liability hereunder.

The Escrow Agent may resign at any time by giving a minimum of thirty (30) days' prior written notice of resignation to the Parties, such resignation to be effective on the date specified in such notice. The Deposit, and any other assets held by the Escrow Agent under the terms of this Escrow Agreement as of the effective date of the resignation, will be delivered to a successor escrow agent designated in writing jointly by the Parties. If no successor escrow agent has been appointed as of the effective date of the resignation, all obligations of the Escrow Agent hereunder will nevertheless cease and terminate, except that the Escrow Agent's sole responsibility thereafter will be to keep safely the Deposit then held by it

and to deliver the same to a person designated by both Parties or in accordance with the direction of a final order or judgment of a court of competent jurisdiction.

The Escrow Agent has no responsibility concerning compliance by the Parties with their duties to each other under this Escrow Agreement or any other agreements. Escrow Agent will have only such duties and obligations as are specifically imposed upon it by the terms and conditions of this Escrow Agreement and no implied duties or obligations will be read into this Escrow Agreement against Escrow Agent.

The Parties, jointly and severally, agree to indemnify and hold harmless Escrow Agent from and against any and all costs including its attorney's fees, claims or damages howsoever occasioned that may be incurred by Escrow Agent acting under this Escrow Agreement or to which Escrow Agent may be put in connection with Escrow Agent acting under this Escrow Agreement arising from the Parties' willful misconduct or negligence.

In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided above, the escrowed funds shall be paid in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.

The account shall be a commercial money market account set up by the Escrow Agent to hold the retainage, and there shall be no fees and no minimum balance required. The account shall earn interest rate based on balances. The Parties agree to reimburse Escrow Agent for all reasonable expenses, disbursements and advances incurred or made by Escrow Agent in the performance of its duties hereunder (including reasonable fees, expenses and disbursements of its counsel).

The Escrow Agent will not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and will not be required to take any action which in Escrow Agent's reasonable judgment would cause it to incur expense or liability unless furnished with security and indemnity which it reasonably deems to be satisfactory.

This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned Construction Agreement.

This instrument constitutes the entire agreement between the Parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds. The Escrow Agent is not liable to the Owner and Contractor for any loss or damages, other than loss or damage directly caused by Escrow Agent's own gross negligence or willful misconduct.

This Escrow Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms or covenants hereof may be waived only by a written instrument executed by all the Parties hereto.

This Escrow Agreement contains the entire agreement between the Parties with respect to the escrow transaction contemplated herein and may not be changed or terminated orally.

This Escrow Agreement shall be governed by the laws of the State of Indiana.

This Escrow Agreement will be binding upon and inure solely to the benefit of the Parties hereto and their respective heirs, administrators, successors and assigns, and will not be enforceable by or inure to the benefit of any third party, except any successor escrow agent. No party may assign any of its rights or obligations under this Escrow Agreement without the written consent of the other parties, except that either of the Parties may assign its rights and obligations hereunder in connection with a permitted

assignment of its rights and obligations under the Agreement in which case any signatures required hereunder will be those of such assignee.

This Escrow Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

All notices, waivers, consents, approvals and other communications hereunder shall be in writing and shall be deemed to have been properly given on the date of service if delivered personally or on the date of mailing if deposited in the United States mail, first class postage prepaid, to the extent required by applicable law, and will comply with the requirements of the Uniform Commercial Code then in effect, addressed appropriately as follows:

If to Owner:

City of Bloomington Board of Public Works
401 N. Morton Street, Suite 130
Bloomington IN 47404
Attn: Adam Wason, Public Works Director

If to Escrow Agent:

First Financial Bank
536 N. College Ave.
Bloomington, IN 47404
Attn: Amy Kaiser, Vice President, Treasury Management Services

If to Contractor:

Name: CE Hughes Milling, Inc. DBA The Airmarking Co.
Address: 1544 N State Road 25
City/State: Rochester, Indiana 46975
Attn: Greg Lowe, President

In Witness Whereof, the undersigned have executed this Escrow Agreement as of the day and year first above written.

OWNER:

City of Bloomington, Board of Public Works

By: _____
Kyla Cox Deckard, President

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Tax I.D. No.: _____

ESCROW AGENT:

First Financial Bank

By: _____

Amy Kaiser, Vice President,
Treasury Management Services



**City of Bloomington
Human Rights Commission**

TO: BPW
Attn: Adam Wasson

DATE: March 3, 2023

RE BIDS FOR: Pavement Markings

DEADLINE: March 13, 2023

Dear Board Members:

I have reviewed the affirmative action plan for CE Hughes Milling Inc., 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



Board of Public Works Staff Report

Project/Event: Award bid for De-icing Salt

Petitioner/Representative: Street Department

Staff Representative: Joe VanDeventer

Meeting Date: March 14, 2023

A review of the 2023 De-icing Salt bids has been conducted to determine the most responsible and responsive action to be recommended based upon the past usage of de-icing materials by the City of Bloomington Public Works Department.

Cargill, Inc.

8,000 Tons \$ 95.76 \$ 766,080.00 +/-

Morton Salt – declined to bid

Compass Mineral – declined to bid

City of Bloomington Contract and Purchase Justification Form

Vendor: Cargill, Inc.

Contract Amount: \$766,080.00

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

PURCHASE INFORMATION

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

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

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

# of Submittals: 3	Yes	No		Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Was the lowest cost selected? (If no, please state below why it was not.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Bids opened at Board of Public work session on 3/13/23.	
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

Bids were conducted, Cargill, Inc. was determined the most responsible and responsive, action to recommend upon the past usage of de-icing salt by the City of Bloomington Public Works/Street Division.

Joe VanDeventer

Director of Operations

PW/Street Division

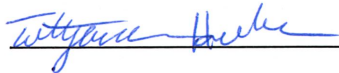
Print/Type Name

Print/Type Title

Department

Is this product on the Pacific Northwest States (PNS) Approved List? Yes No

Certification: By signature affixed below, I hereby certify the above information to be complete and accurate and further certify that the product described meets or exceeds all additional specification requirements applicable to this offering. I further certify that any product delivered under the product name shown on this sheet will meet or exceed all applicable specification requirements and be equal or better in quality to the product described on this sheet.

Signed:  Date: 03.09.2023

Printed Name: Tatyana Huhn Title: Customer Care Representative

Bidder Cargill, Incorporated-Salt, Road Safety
--

VENDOR CERTIFIED PRODUCT DATA SHEET –Granular Sodium Chloride

Complete **all** fields listed below: Additional attachments will **not** be accepted in lieu of this data sheet.

Product Name (Brand Name): ClearLane Enhanced Deicer

Manufacturer's Name: Cargill, Incorporated-Salt, Road Safety

Manufacturer's Address: 24950 Country Club Blvd, Ste 450 North Olmsted, OH 44070

CERTIFIED SIZE GRADING:

Material	Content, % (w/w)
NaCl	97.3%
Water (Moisture)	0.02%
<u>Sieve Size</u>	<u>Percent Passing</u>
1/2" - (12.5 MM)	100%
3/8" - (9.5 MM)	95-100%
No. 4 - (4.75 MM)	20-90%
No. 8 - (2.36 MM)	10-60%
No. 30 - (600 Microns)	15 % Max

Certification: By signature affixed below, I hereby certify the above information to be complete and accurate and further certify that the product described meets or exceeds all additional specification requirements applicable to this offering. I further certify that any product delivered under the product name shown on this sheet will meet or exceed all applicable

specification requirements and be equal or better in quality to the product described on this sheet.

Signed: Tatyana Huhn Date: 03.09.2023

PrintedName: Tatyana Huhn Title: Customer Care Representative

BID OFFER FOR SODIUM CHLORIDE WITH LIQUID MAGNESIUM CITY OF BLOOMINGTON, INDIANA 2023-2024

Unit Price per Ton (Delivered) \$ 95.76

Unit Price per Ton (FOB) \$ 95.00

Total Bid Amount (Delivered) \$ 766,080.00 8,000 Tons (More or Less)

Total Bid Amount (FOB) \$ 760,000.00 8,000 Tons (More or Less)

Please state any conditions that are not part of specifications below or by attachment:

BID BOND

KNOW ALL BY THESE PRESENTS, That we, Cargill, Incorporated - Salt, Road Safety
of 24950 Country Club Blvd., #450, North Olmstead, OH 44070

(hereinafter called the Principal), as Principal, and Liberty Mutual Insurance Company

(hereinafter called the Surety), as Surety are held and firmly bound unto CITY OF BLOOMINGTON

(hereinafter called the Obligee) in the penal sum of THIRTY EIGHT THOUSAND THREE HUNDRED

AND FOUR DOLLARS 00/100 ***** Dollars (\$ 38,304.00)
for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to
submit a proposal to the Obligee on a contract for Bulk Road Salt

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be
specified, enter into the Contract in writing, and give bond, if bond is required, with the surety acceptable to the Obligee for
the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 9th day of MARCH, 2023

Shelly Brown
Shelly Brown
Customer Care Rep.
Witness

Cargill, Incorporated - Salt, Road Safety (Seal)
Principal

Tatyana Huhn
Tatyana Huhn
Customer Care Rep.
Title

Ann Kloempken
Ann Kloempken
Witness

Liberty Mutual Insurance Company

By S.R. Donovan
S.R. Donovan
Attorney-in-Fact



SPECIAL PROVISIONS TO THE BID

Delivery and Inspection

The City of Bloomington normally orders between 300 and 1,000 tons at a time. The enhanced salt must be delivered within 48 hours of placement of order. Weekends and holidays will not be counted in the 48 hour time period. All deliveries will be made in tarp covered trucks to 1981 S. Henderson Street, Bloomington, Indiana 47401. Deliveries are accepted Monday through Thursday between 7:00 a.m. local time, and 4:00 p.m. local time. For each working day that delivery extends beyond this 48 hour limit, \$200.00 will be deducted from any money due to the vendor, not as a penalty, but as liquidated damages. A email confirmation will be sent from the vendor to the City of Bloomington Street Department after each order is placed. The Street Department email confirmation is workmand@bloomington.in.gov.

Requirements for Loading

All material must be unloaded in the salt dome at 1981 S. Henderson Street. Failure to unload all the enhanced salt from the trucks into the storage building will result in a deduction, as liquidated damages from the price bid for salt delivered and loaded. Liquidated damages shall be the bid per ton cost plus \$1.00 per ton.

The deduction for liquidated damages shall not be made if the Department requires the material to be unloaded outside of the storage building. Such a departmental order shall be the only reason for not deducting liquidated damages for salt not unloaded into the salt storage dome structure. Salt shall not be unloaded on the ground or outside of the salt storage dome without specific order of the Street Department management. The vendor will be responsible for any damage to the salt dome resulting from improper piling or unloading of material. Further, the vendor may be required to move any material improperly stacked. The City of Bloomington reserves the right and privilege to require any truck to go to the nearest available certified scales to check weights at no additional cost to the City of Bloomington Street Department.

Delivery Tickets

Delivery tickets for all deliveries shall indicate gross, tare and net weights, the location of stockpile from which shipment is made and point of delivery. Weights will be checked at random for the accuracy of the delivery ticket weights. The City of Bloomington reserves the right and privilege to require any truck to go to the nearest available certified scales to check weights at no additional cost to the City of Bloomington Street Department.

1. **“Loaded”** to indicate materials were placed in the building. **The delivery tickets shall be marked as follows:**
2. **“Delivered”** will indicate that material delivered but not in the building which will result in the deduction for liquidated damages. **“Delivered”** represents that the load was dumped outside the building without permission.
3. **“Delivered – No Deduction”** – dumped with permission outside of the building – full payment to be made.

Invoicing

The vendor shall invoice the City of Bloomington Street Department by way of an itemized invoice within five (5) days after each delivery made by the vendor. Payment shall be made in arrears in accordance with Indiana law.

Bid Bond

A Bid Bond in the amount of 5% of bid amount shall be required with all bids. The Bid Bond will be held for liquidated damages if the bid is withdrawn before the award is made.

Failure to Meet Obligations

If the vendor is unable to meet its agreement obligations as set out in the invitation and specifications, then the City of Bloomington, at its option may purchase materials from the other available sources on the open market, may cancel the agreement or applicable portions thereof, and may award the portions so canceled to another supplier. In the event the City of Bloomington must resort to any of the above procedures, the vendor shall be required to reimburse the City of Bloomington for any expense incurred due to non-compliance with the terms of these specifications and special provisions.

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

Granular Sodium Chloride Treated with Liquid Magnesium Chloride and Untreated Sodium Chloride

(PLEASE TYPE OR PRINT MATERIAL NAME)

03.09.2023

(DATE)

- 1. Governmental Unit: City of Bloomington Board of Public Works
- 2. County: Monroe
- 3. Bidder (Firm): Cargill, Incorporated-Salt, Road Safety
 Address: 24950 Country Club Blvd, Ste 450
 City/State/Zip: North Olmsted, OH 44070
- 4. Telephone Number: 800-600-7258
- 5. Agent of Bidder (if applicable): Customer Care

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

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

Tatyana Huhn
PRINTED NAME

Tatyana Huhn
SIGNATURE OF BIDDER OR AGENT

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. The following is an example of this bid format: CLASS OR ITEM QUANTITY UNIT DESCRIPTION UNIT PRICE AMOUNT

NON-COLLUSION AFFIDAVIT

STATE OF Ohio)
) SS:
COUNTY OF Cuyahoga)

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

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

Cargill, Incorporated-Salt, Road Safety
BIDDER (FIRM)

Tatyana Huhn
PRINTED NAME

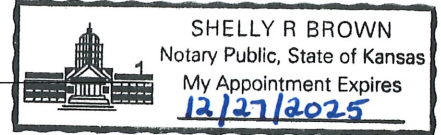
Tatyana Huhn
SIGNATURE OF BIDDER OR AGENT

Subscribed and sworn to me this day of 9th March 2023

My Commission Expires: 12/27/2025 Shelly Brown
Notary Public Signature

County of Residence: Butler

Shelly Brown
Printed Name



My Commission Number: 1192549

ACCEPTANCE

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

BOARD OF PUBLIC WORKS MEMBERS:

Kyla Cox Deckard
KYL A COX DECKARD PRESIDENT

Elizabeth Karon
ELIZABETH KARON MEMBER

Jennifer Lloyd
JENNIFER LLOYD, MEMBER

STATE OF Ohio)
) SS:
COUNTY OF Cuyahoga)

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the Customer Care Representative of Cargill, Incorporated-Salt, Road Safety.
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

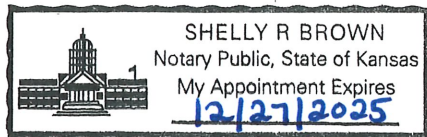
Tatyana Huhn Signature
Tatyana Huhn Printed Name

STATE OF Ohio)
) SS:
COUNTY OF Cuyahoga)

Before me, a Notary Public in and for said County and State, personally appeared Tatyana Huhn and

acknowledged the execution of the foregoing this

9th day of March, 2023.



Shelly Brown
Notary Public
Shelly Brown
Printed Name

My Commission Expires: 12/27/2025

County of Residence: Butler

My Commission Number: 1192549



**City of Bloomington
Human Rights Commission**

TO: BPW
DATE: March 10, 2023
RE BIDS FOR: Salt Bid
DEADLINE: March 10, 2023

Dear Board Members:

I have reviewed the affirmative action plan for Cargill Salts Inc., 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



Board of Public Works Staff Report

Project/Event: Change Order #1 to Contract with Ann-Kriss, LLC for Upgrades and Repairs at Fire Station#4

Petitioner/Representative: Bloomington Fire Department

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

Meeting Date: March 14, 2023

After work commenced on the project at Fire Station #4, Fire Department staff, the contractor, and Facilities staff identified some additional work to add to the project. This cost of the additional work is partially offset by some tasks that have been eliminated. The result is that additional repairs will not result in exceeding the original approved contract amount. The purpose is to add the repairs to the scope of work to be completed. These additional repairs include:

Additional drywall work to the Captains quarters ceiling	\$2,240.00
Venting kitchen exhaust hood to exterior	\$600.00
Kitchen exhaust hood chosen exceeds allowance	\$1,486.20
Changing wood lockers to metal lockers	\$2,374.23
Additional work to kitchen outlets	\$1,117.00
Tile backsplash in kitchen	\$2,480.00
Additional tile in locker room toilet area	\$713.82
Schluter ledges above locker room sinks	\$ 1,011.00
Work on electrical panels in excess of original bid	\$900.00
Bulkhead cabinet above refrigerator	\$550.00
Coffee station cabinet and top in kitchen	\$787.00
Repair holes in locker room behind lockers	\$185.00
Additional LED lights in locker room area	\$300.00
Wiring of power outlets into lockers	\$4,800.00
Additional outlets in TV room	\$550.00
Installation of bulkheads above lockers	\$1,896.00
Demolition (tiled areas and flooring)	No additional cost.

The total cost of additions is \$21,990.25

There will also be two deductions:

Eliminate insulating windows in the equipment bay	\$4,600.00
Double billing of bulkhead installation above lockers	\$1,896.00

The total deductions are **\$6,496.00**

The total additions minus the deductions equals **\$15,494.25**

The original bid price was \$269,472.00. The addition of \$15,494.25 brings the total expected price of the project to \$284,966.25, which is below the \$296,419.00 "not to exceed" amount approved by the board in the original contract. This change order is merely to change the scope of work.

Respectfully submitted,



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

City of Bloomington Contract and Purchase Justification Form

Vendor: Ann-Kriss, LLC

Contract Amount: \$296,419.00 (no change)

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

PURCHASE INFORMATION

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

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

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

	Yes	No	
# of Submittals: 5			Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	This change order does not change the contract "not to exceed" amount. It changes the scope of work.
Was an evaluation team used?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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

These additional repairs in the change order include:

Additional drywall work to the Captains quarters ceiling (\$2,240.00), Venting kitchen exhaust hood to exterior (\$600.00), Kitchen exhaust hood chosen exceeds allowance Changing wood lockers to metal lockers (\$2,374.23), Additional work to kitchen outlets (\$1,117.00), Tile backsplash in kitchen (\$2,480.00), Additional tile in locker room toilet area (\$713.82), Schluter ledges above locker room sinks (\$ 1,011.00), Work on electrical panels in excess of original bid (\$900.00), Bulkhead cabinet above refrigerator (\$550.00), Coffee station cabinet and top in kitchen (\$787.00), Repair holes in locker room behind lockers (\$185.00), Additional LED lights in locker room area (\$300.00), Wiring of power outlets into lockers (\$4,800.00), Additional outlets in TV room (\$550.00), installation of bulkheads above lockers (\$1,896.00). Demolition of tiled areas and existing flooring is to be added at no additional cost. The total cost of additions is \$21,990.00

J. D. Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department



Board of Public Works Claim Register

Invoice Date Range 03/04/23 - 03/17/23

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 43430 - Animal Adoption Fees				
Sherra Reams	01-refund adoption fee/rabbies vac-2/21/23		03/17/2023	75.00
	Account 43430 - Animal Adoption Fees Totals	Invoice 1		<u>\$75.00</u>
		Transactions		
Account 43460 - Medical				
Sherra Reams	01-refund adoption fee/rabbies vac-2/21/23		03/17/2023	15.00
	Account 43460 - Medical Totals	Invoice 1		<u>\$15.00</u>
		Transactions		
Account 52210 - Institutional Supplies				
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	01-Slip Leads, Treat Pouches, Can Openers, & Surgical Masks		03/17/2023	532.52
3278 - Boehringer Ingelheim Animal Health (Merial, INC)	01-Antibiotic and Supportive Meds		03/17/2023	86.07
3278 - Boehringer Ingelheim Animal Health (Merial, INC)	01-Antibiotic and Supportive Meds		03/17/2023	143.76
4586 - Hill's Pet Nutrition Sales, INC	01-Dog & Cat Food		03/17/2023	110.88
4586 - Hill's Pet Nutrition Sales, INC	01-Dog & Cat Food		03/17/2023	138.60
3929 - IDEXX Laboratories, INC	01-F/F, HW & Parvo Tests		03/17/2023	2,315.69
4574 - John Deere Financial f.s.b. (Rural King)	01-litter-50 40lb bags pellet bedding		03/17/2023	249.50
4549 - Kroger Limited Partnership I	01-Rabbit Food & Shelter Supplies		03/17/2023	23.15
4549 - Kroger Limited Partnership I	01-Rabbit Food & Shelter Supplies		03/17/2023	27.00
4633 - Midwest Veterinary Supply, INC	01-Veterinary Supplies blue Stain		03/17/2023	10.80
4633 - Midwest Veterinary Supply, INC	01-Veterinary Supplies muzzles		03/17/2023	20.39



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4633 - Midwest Veterinary Supply, INC	01-Veterinary Supplies gloves	03/17/2023	30.95
4633 - Midwest Veterinary Supply, INC	01-01-Veterinary Supplies needles	03/17/2023	39.06
4633 - Midwest Veterinary Supply, INC	01-Veterinary Supplies antibiotics	03/17/2023	41.19
4633 - Midwest Veterinary Supply, INC	01-Veterinary Supplies antibiotics & antianxiety meds	03/17/2023	81.28
4633 - Midwest Veterinary Supply, INC	01-Veterinary Supplies nutritional supplements	03/17/2023	110.31
4633 - Midwest Veterinary Supply, INC	01-Veterinary Supplies sanitizer & toryvo depressors	03/17/2023	111.36
4633 - Midwest Veterinary Supply, INC	01-Veterinary Supplies food trays & rabbit food	03/17/2023	123.45
4633 - Midwest Veterinary Supply, INC	01-Veterinary Supplies gloves	03/17/2023	180.80
4633 - Midwest Veterinary Supply, INC	01-Veterinary Supplies muzzles, needles, waste baas	03/17/2023	261.29
4633 - Midwest Veterinary Supply, INC	01-Veterinary Supplies antibiotics, pain mang meds. svrinages	03/17/2023	354.59
4633 - Midwest Veterinary Supply, INC	01-Veterinary Supplies syringes, anti, supp med	03/17/2023	947.81
4633 - Midwest Veterinary Supply, INC	01-Veterinary Supplies sanitizer-rescue concentrate 55 gal.	03/17/2023	1,646.00
Account 52210 - Institutional Supplies Totals		Invoice 23 Transactions	<u>\$7,586.45</u>
Account 52310 - Building Materials and Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	01-Hose Coupler & Velcro Tape	03/17/2023	129.85
3560 - First Financial Bank / Credit Cards	01-Kennel Repair Parts	03/17/2023	120.41
394 - Kleindorfer Hardware & Variety	01-maintenance/repairs supplies	03/17/2023	3.18
394 - Kleindorfer Hardware & Variety	01-maintenance/repairs supplies -hose repair parts	03/17/2023	18.74
Account 52310 - Building Materials and Supplies Totals		Invoice 4 Transactions	<u>\$272.18</u>
Account 52340 - Other Repairs and Maintenance			
313 - Fastenal Company	01-Cleaning & Shelter Supplies-paper towels	03/17/2023	102.07
313 - Fastenal Company	01-Cleaning & Shelter Supplies-trash liners	03/17/2023	104.88



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313 - Fastenal Company	01-Cleaning & Shelter Supplies-laundry detergent	03/17/2023	188.76
	Account 52340 - Other Repairs and Maintenance Totals	Invoice 3	<u>\$395.71</u>
		Transactions	
Account 52420 - Other Supplies			
53442 - Paragon Micro, INC	01-Adobe Acrobat Pro	03/17/2023	489.99
	Account 52420 - Other Supplies Totals	Invoice 1	<u>\$489.99</u>
		Transactions	
Account 53130 - Medical			
6529 - BloomingPaws, LLC	01-Emergency Veterinary Services	03/17/2023	81.16
6529 - BloomingPaws, LLC	01-Emergency Veterinary Services	03/17/2023	205.80
3376 - Bloomington Pets Alive, INC	01-Spay/Neuter surgeries-2/28/2023	03/17/2023	895.00
3376 - Bloomington Pets Alive, INC	01-Spay/Neuter surgeries-2/1-2/9/23	03/17/2023	2,299.00
3376 - Bloomington Pets Alive, INC	01-Spay/Neuter surgeries-2/13-2/23/23	03/17/2023	3,704.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-Diagnostics; Surgeries; Vet Visits & spav/neutor & rabies vac	03/17/2023	180.00
	Account 53130 - Medical Totals	Invoice 6	<u>\$7,364.96</u>
		Transactions	
Account 53220 - Postage			
3560 - First Financial Bank / Credit Cards	01-BOH Shipping-2/7/23	03/17/2023	11.98
	Account 53220 - Postage Totals	Invoice 1	<u>\$11.98</u>
		Transactions	
Account 53310 - Printing			
3892 - Midwest Color Printing, INC	01-Business Card Printing-Peffinger	03/17/2023	62.47
	Account 53310 - Printing Totals	Invoice 1	<u>\$62.47</u>
		Transactions	
Account 53610 - Building Repairs			
321 - Harrell Fish, INC (HFI)	01-SA Replaced System 4 at ACC-2/10/23	BC 2022-115 03/17/2023	8,850.00
	Account 53610 - Building Repairs Totals	Invoice 1	<u>\$8,850.00</u>
		Transactions	



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Account 53910 - Dues and Subscriptions

3560 - First Financial Bank / Credit Cards

01-AAWA 2023 Dues-R. Penninger 03/17/2023 250.00

Account 53910 - Dues and Subscriptions Totals	Invoice 1	\$250.00
	Transactions	
Program 010000 - Main Totals	Invoice 43	\$25,373.74
	Transactions	

Program 010001 - Donations Over \$5K

Account 53130 - Medical

6529 - BloomingPaws, LLC

01-Heartworm Treatment 03/17/2023 119.80

6529 - BloomingPaws, LLC

01-Spay/Neuter 03/17/2023 647.04

7718 - Humane Society of Indianapolis

01-Diagonistics -11/8/22 03/17/2023 25.00

3929 - IDEXX Laboratories, INC

01-Diagnostic Testing: Fecals, Urine & Bloodwork 03/17/2023 377.38

54639 - Shake Veterinary Services, INC (Town & Country Vet

01-Diagnostics; Surgeries; Vet Visits & spav/neutor & rabies vac 03/17/2023 346.94

Account 53130 - Medical Totals	Invoice 5	\$1,516.16
	Transactions	
Program 010001 - Donations Over \$5K Totals	Invoice 5	\$1,516.16
	Transactions	
Department 01 - Animal Shelter Totals	Invoice 48	\$26,889.90
	Transactions	

Department 02 - Public Works

Program 020000 - Main

Account 46060 - Other Violations

Jennifer Lang 26-custsomer paid ticket then it was voided 03/17/2023 60.00

Steve Priddy 26-ticket was paid then voided, customer pd the wrong meter 03/17/2023 30.00

Andrew Zagorski 26-customer pd ticket then it was appealed and dismissed 03/17/2023 30.00

Account 46060 - Other Violations Totals	Invoice 3	\$120.00
	Transactions	

Account 52110 - Office Supplies



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6530 - Office Depot, INC	02-File folders, lined note, pencil holder, post it notes.	03/17/2023	121.60
	Account 52110 - Office Supplies Totals	Invoice 1	<hr/> \$121.60
Account 52420 - Other Supplies		Transactions	
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	02- Organizing supplies for Atrium	03/17/2023	122.84
	Account 52420 - Other Supplies Totals	Invoice 1	<hr/> \$122.84
Account 53160 - Instruction		Transactions	
3560 - First Financial Bank / Credit Cards	02-Central Square (Lucity) Conference Fee- Nate Nickel	03/17/2023	849.00
	Account 53160 - Instruction Totals	Invoice 1	<hr/> \$849.00
	Program 020000 - Main Totals	Transactions	<hr/> \$1,213.44
	Department 02 - Public Works Totals	Invoice 6	<hr/> \$1,213.44
		Transactions	
Department 04 - Economic & Sustainable Dev			
Program 040000 - Main			
Account 52110 - Office Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	04-keyboard & tray for admin desk	03/17/2023	119.69
	Account 52110 - Office Supplies Totals	Invoice 1	<hr/> \$119.69
Account 53160 - Instruction		Transactions	
8352 - Association For Commuter Transportation	04-ACT Climate Action Summit - Crowley	03/17/2023	175.00
8352 - Association For Commuter Transportation	04-ACT Climate Action Summit - K. Roth	03/17/2023	235.00
	Account 53160 - Instruction Totals	Invoice 2	<hr/> \$410.00
Account 53170 - Mgt. Fee, Consultants, and Workshops		Transactions	
3560 - First Financial Bank / Credit Cards	04-BCT Box Office Web Sale - WHM table for luncheon-3/23/23	03/17/2023	275.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice 1	<hr/> \$275.00
		Transactions	



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Account 53320 - Advertising

8466 - A-L Tier II (Learfield Communications LLC)	04- Advertising Agreement to Promote Go Bloomington	03/17/2023	22,000.00
5103 - Staples Contract & Commercial, INC	04-Vertical Indoor Banner - ARTS	03/17/2023	112.69
5103 - Staples Contract & Commercial, INC	04-Vertical Indoor Banner - ESD	03/17/2023	112.69
Account 53320 - Advertising Totals		Invoice 3 Transactions	\$22,225.38

Account 53910 - Dues and Subscriptions

1051 - Bloomington Economic Development Corp	04-2023 Annual Membership Dues	03/17/2023	5,750.00
Account 53910 - Dues and Subscriptions Totals		Invoice 1 Transactions	\$5,750.00

Account 53970 - Mayor's Promotion of Business

5695 - 1818 Apparel Co., INC (dba Freethink AppareI)	04-TShirts and other swag for Go Bloomington	03/17/2023	1,249.32
3560 - First Financial Bank / Credit Cards	04-Art Reception Catering -2/1/23	03/17/2023	142.00
3404 - J.R. Watkins & Family, INC (Signs Now)	04-Go Bloomington bicycle inserts	03/17/2023	80.00
Account 53970 - Mayor's Promotion of Business Totals		Invoice 3 Transactions	\$1,471.32

Account 53990 - Other Services and Charges

3560 - First Financial Bank / Credit Cards	04-Job Post - GovernmentJobs.com	03/17/2023	199.00
3560 - First Financial Bank / Credit Cards	04-Job Post - ICMA.org	03/17/2023	150.00
Account 53990 - Other Services and Charges Totals		Invoice 2 Transactions	\$349.00

Program **040000 - Main** Totals Invoice 13 \$30,600.39

Department **04 - Economic & Sustainable Dev** Totals Invoice 13 Transactions \$30,600.39

Department 05 - Common Council

Program 050000 - Main

Account 52110 - Office Supplies



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6530 - Office Depot, INC

05 - Office supplies - floor lamp	03/17/2023	43.99
Account 52110 - Office Supplies Totals	Invoice 1	<u>\$43.99</u>
Program 050000 - Main Totals	Transactions Invoice 1	<u>\$43.99</u>
Department 05 - Common Council Totals	Transactions Invoice 1	<u>\$43.99</u>
	Transactions	

Department **06 - Controller's Office**

Program **060000 - Main**

Account **53910 - Dues and Subscriptions**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)

06-Amazon Business Prime membership 2023 03/17/2023 1,299.00

3560 - First Financial Bank / Credit Cards

06-GFOA 2023 Membership dues for C Gilliland	03/17/2023	65.00
Account 53910 - Dues and Subscriptions Totals	Invoice 2	<u>\$1,364.00</u>
Program 060000 - Main Totals	Transactions Invoice 2	<u>\$1,364.00</u>
Department 06 - Controller's Office Totals	Transactions Invoice 2	<u>\$1,364.00</u>
	Transactions	

Department **07 - Engineering**

Program **070000 - Main**

Account **53160 - Instruction**

3560 - First Financial Bank / Credit Cards

07-ITE-Technical Training Lunch-2/16-Cibor	03/17/2023	15.00
Account 53160 - Instruction Totals	Invoice 1	<u>\$15.00</u>
	Transactions	

Account **53230 - Travel**

3560 - First Financial Bank / Credit Cards

07-Purdue Road School-Pkg-3/14-3/15/23-Cibor 03/17/2023 10.00

3560 - First Financial Bank / Credit Cards

07-Purdue Road School-Pkg-3/14-3/15/23-Aten 03/17/2023 10.00

3560 - First Financial Bank / Credit Cards

07-Purdue Road School-Pkg-3/14-3/15/23-Dierkes 03/17/2023 10.00

3560 - First Financial Bank / Credit Cards

07-ITE Purdue Road School Banquet-Cibor 03/17/2023 20.00



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		Account 53230 - Travel Totals	Invoice 4	\$50.00
Account 53310 - Printing			Transactions	
3892 - Midwest Color Printing, INC		07-Business Cards (Maria McCormick)	03/17/2023	62.47
		Account 53310 - Printing Totals	Invoice 1	\$62.47
			Transactions	
Account 53910 - Dues and Subscriptions				
3560 - First Financial Bank / Credit Cards		07-AIM_2023 IACE Dues Renewal (Andrew Cibar) #98304	03/17/2023	75.00
3560 - First Financial Bank / Credit Cards		07-doxpop Subscription for Public Record Access 2/13 #994244	03/17/2023	20.40
		Account 53910 - Dues and Subscriptions Totals	Invoice 2	\$95.40
			Transactions	
Account 54310 - Improvements Other Than Building				
5637 - Shrewsberry & Associates, LLC		07-DT Curb Ramps Ph3-CE-thru 1/28/23	BC 2022-065 03/17/2023	2,218.50
		Account 54310 - Improvements Other Than Building Totals	Invoice 1	\$2,218.50
			Transactions	
		Program 070000 - Main Totals	Invoice 9	\$2,441.37
			Transactions	
		Department 07 - Engineering Totals	Invoice 9	\$2,441.37
			Transactions	
Department 09 - CFRD				
Program 090000 - Main				
Account 52110 - Office Supplies				
3560 - First Financial Bank / Credit Cards		09-Staples-Name Tent Cards for Events	03/17/2023	33.99
		Account 52110 - Office Supplies Totals	Invoice 1	\$33.99
			Transactions	
Account 52420 - Other Supplies				
3560 - First Financial Bank / Credit Cards		09-Notary Public Materials-Fingerprint ink.Stamp. iournal-Seeber	03/17/2023	65.54
		Account 52420 - Other Supplies Totals	Invoice 1	\$65.54
			Transactions	
Account 53160 - Instruction				



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3560 - First Financial Bank / Credit Cards	09-Deaf Culture Competence Webinar for Michael Shermis	03/17/2023	20.00
3560 - First Financial Bank / Credit Cards	09-National ADA Symposium Registration for Michael Shermis	03/17/2023	750.00
	Account 53160 - Instruction Totals	Invoice 2 Transactions	<hr/> \$770.00
Account 53230 - Travel			
3560 - First Financial Bank / Credit Cards	09-Flight NY to Indy-Beverly Calender Anderson from NYC Confer.	03/17/2023	190.88
3560 - First Financial Bank / Credit Cards	09-Flights Charles Culp Beverly Calender Anderson to NYC Confer.	03/17/2023	485.74
3560 - First Financial Bank / Credit Cards	09-American Airlines-Culp-one-way NY to Indy	03/17/2023	153.52
3560 - First Financial Bank / Credit Cards	09-Delta Airlines-Shermis-National ADA Svmposium	03/17/2023	552.40
	Account 53230 - Travel Totals	Invoice 4 Transactions	<hr/> \$1,382.54
Account 53310 - Printing			
3892 - Midwest Color Printing, INC	09-Business Cards for Shatoyia Moss	03/17/2023	62.47
	Account 53310 - Printing Totals	Invoice 1 Transactions	<hr/> \$62.47
Account 53960 - Grants			
205 - City Of Bloomington	09-Be More Awards 2023 Sponsorship	03/17/2023	1,000.00
	Account 53960 - Grants Totals	Invoice 1 Transactions	<hr/> \$1,000.00
	Program 090000 - Main Totals	Invoice 10 Transactions	<hr/> \$3,314.54
	Department 09 - CFRD Totals	Invoice 10 Transactions	<hr/> \$3,314.54
Department 10 - Legal			
Program 100000 - Main			
Account 53120 - Special Legal Services			
50587 - Barnes & Thornburg LLP	10-legal services-Convention Center Expansion-Dec 2022	03/17/2023	310.00
50587 - Barnes & Thornburg LLP	10- legal services-general municipal advice-Dec 2022	03/17/2023	575.00



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19660 - Bose McKinney & Evans, LLP	10-legal services-John Waldron Art Ctr-11/16-12/14/22	03/17/2023	608.50
	Account 53120 - Special Legal Services Totals	Invoice 3	<hr/> \$1,493.50
Account 53220 - Postage		Transactions	
3560 - First Financial Bank / Credit Cards	10- USPS postage for packet to Ice Miller-2/8/23	03/17/2023	12.80
	Account 53220 - Postage Totals	Invoice 1	<hr/> \$12.80
	Program 10000 - Main Totals	Transactions Invoice 4	<hr/> \$1,506.30
	Department 10 - Legal Totals	Transactions Invoice 4	<hr/> \$1,506.30
		Transactions	
Department 11 - Mayor's Office			
Program 11000 - Main			
Account 52110 - Office Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	11 - Post its, laptop stand for public engagement director	03/17/2023	25.78
	Account 52110 - Office Supplies Totals	Invoice 1	<hr/> \$25.78
Account 52420 - Other Supplies		Transactions	
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	11 -storage boxes, docking station, computer items for comms	03/17/2023	44.16
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	11 -Gift bags, and ilabwhite boards, hangers	03/17/2023	439.02
5103 - Staples Contract & Commercial, INC	11 -Office chair, sanitizing items, dust-off, Compostable nap...	03/17/2023	212.96
	Account 52420 - Other Supplies Totals	Invoice 3	<hr/> \$696.14
Account 53160 - Instruction		Transactions	
259 - Indiana Association Of Cities & Towns (AIM)	11 - Mayor's institute registration -Carmichael	03/17/2023	219.00
	Account 53160 - Instruction Totals	Invoice 1	<hr/> \$219.00
Account 53230 - Travel		Transactions	
3560 - First Financial Bank / Credit Cards	11 -Expedia; Flight ins.-Kidd-3/28-4/3/23	03/17/2023	22.19



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3560 - First Financial Bank / Credit Cards	11 -Spirit Air- Travel for Kidd: Innovation; flight change	03/17/2023	185.24
3560 - First Financial Bank / Credit Cards	11 -Spirit Air- Travel for Kidd Innovation-flight	03/17/2023	251.07
	Account 53230 - Travel Totals	Invoice 3 Transactions	\$458.50
Account 53310 - Printing			
129 - FedEx Print Service, INC (Printing Only)	11 -SOTC Signs-FedEx Acct #0547243307	03/17/2023	129.56
	Account 53310 - Printing Totals	Invoice 1 Transactions	\$129.56
Account 53990 - Other Services and Charges			
3560 - First Financial Bank / Credit Cards	11 -Emailable- accurate & secure email checker	03/17/2023	50.00
3560 - First Financial Bank / Credit Cards	11 -Global gifts- sympathy- for Team member repurchase w/o tax	03/17/2023	12.00
3560 - First Financial Bank / Credit Cards	11 -Lucid- Org charts for CoB-1/28-2/28/23	03/17/2023	9.95
3560 - First Financial Bank / Credit Cards	11 -EIN Presswire; PR Distribution	03/17/2023	99.95
3560 - First Financial Bank / Credit Cards	11 -Freepk & Flaticon- Comms needs-2/3/23	03/17/2023	24.00
3560 - First Financial Bank / Credit Cards	11 -Global gifts- sympathy- for Team member-sales tax chad	03/17/2023	(12.84)
3560 - First Financial Bank / Credit Cards	11 -Hopscotch for Showers II tenant meeting	03/17/2023	79.92
3560 - First Financial Bank / Credit Cards	11 -Michaels; gift bags Bulk	03/17/2023	43.06
3560 - First Financial Bank / Credit Cards	11 -rev transcription svc	03/17/2023	9.00
3560 - First Financial Bank / Credit Cards	11 -Transcription svc Bloomington Welcome Signs.mp4	03/17/2023	4.50
3560 - First Financial Bank / Credit Cards	11 -rev transcription svc	03/17/2023	7.50
3560 - First Financial Bank / Credit Cards	11 -Trello for OOTM	03/17/2023	107.50
3560 - First Financial Bank / Credit Cards	11 -Jackets for Cabinet Members (25)	03/17/2023	2,597.50
7347 - Andrew B Krebbs	11 -reimb AK & Flaticon- Comms needs- on personal CC	03/17/2023	24.00
4201 - One World Catering & Events (Lennie's, INC)	11 -SOTC Catering-Gov't Reception-2/23/23	03/17/2023	2,848.32



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Account 53990 - Other Services and Charges Totals	Invoice 15	\$5,904.36
	Transactions	
Program 110000 - Main Totals	Invoice 24	\$7,433.34
	Transactions	
Department 11 - Mayor's Office Totals	Invoice 24	\$7,433.34
	Transactions	

Department **12 - Human Resources**

Program **120000 - Main**

Account **52110 - Office Supplies**

501 - Karl Clark (KC Designs)	12-department envelopes	03/17/2023	110.00
6530 - Office Depot, INC	12-credit for items not received -planners	03/17/2023	(59.98)
6530 - Office Depot, INC	12-stepstool	03/17/2023	39.99
6530 - Office Depot, INC	12-pens, binder clips, highlighters, binder dividers \$33.34	03/17/2023	33.34
	Account 52110 - Office Supplies Totals	Invoice 4	\$123.35
		Transactions	

Account **53990 - Other Services and Charges**

7815 - A&M Graphics (Baugh Fine Print and Mailing)	12-300 AFSCME Union booklets	03/17/2023	1,155.00
3560 - First Financial Bank / Credit Cards	12-SCIHRA 2023 Membership Scales/Fields/Mevis	03/17/2023	435.00
7268 - Raftelis Financial Consultants, INC	12-Org Assessment for Parks and Rec Dept 2/1-2/28/23	03/17/2023	8,149.00
5444 - Tyler Technologies, INC	12-open enrollment training -11/29/22	03/17/2023	525.00

Account 53990 - Other Services and Charges Totals	Invoice 4	\$10,264.00
	Transactions	
Program 120000 - Main Totals	Invoice 8	\$10,387.35
	Transactions	
Department 12 - Human Resources Totals	Invoice 8	\$10,387.35
	Transactions	

Department **13 - Planning**

Program **130000 - Main**

Account **53160 - Instruction**



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3560 - First Financial Bank / Credit Cards	13-IN Sustainability&Resilience Conf-L Thompson	03/17/2023	50.00
	Account 53160 - Instruction Totals	Invoice 1	<hr/> \$50.00
		Transactions	
Account 53170 - Mgt. Fee, Consultants, and Workshops			
8305 - Schmidt Associates, INC	13-Design Services-ADU Concepts-Jan 2023	03/17/2023	3,025.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice 1	<hr/> \$3,025.00
		Transactions	
Account 53320 - Advertising			
3560 - First Financial Bank / Credit Cards	13- Senior Zoning Compliance Planner Job Posting	03/17/2023	50.00
3560 - First Financial Bank / Credit Cards	13- MPO Transportation Planner Job Posting	03/17/2023	195.00
	Account 53320 - Advertising Totals	Invoice 2	<hr/> \$245.00
		Transactions	
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	13-APA Renewal for Karina Pazos	03/17/2023	99.00
	Account 53910 - Dues and Subscriptions Totals	Invoice 1	<hr/> \$99.00
		Transactions	
Account 53990 - Other Services and Charges			
3663 - WSP USA, INC	13-Misc. Neighborhood Greenways-TO #2-9/2-BC 2020-109 12/31/22	03/17/2023	63,962.29
3663 - WSP USA, INC	13-Misc. Neighborhood Greenways-8/6- 12/30/22 BC 2020-109	03/17/2023	12,801.53
3560 - First Financial Bank / Credit Cards	13- Credit for from Glory.com for unauthorized charge	03/17/2023	(29.99)
3560 - First Financial Bank / Credit Cards	13-Monroe County Master Gardeners Association EC Tabling at Fair	03/17/2023	83.00
8467 - Origin Studio LLC	13 - ADU Design Services	03/17/2023	3,000.00
53442 - Paragon Micro, INC	13-Adobe Creative Cloud (for Hank Duncan)	03/17/2023	757.99
6235 - Toole Design Group, LLC	13-Corridor Study_College& Walnut- 45/46 Bypass- Allen-Jan 2023 BC 2022-086	03/17/2023	4,276.03
	Account 53990 - Other Services and Charges Totals	Invoice 7	<hr/> \$84,850.85
		Transactions	
	Program 130000 - Main Totals	Invoice 12	<hr/> \$88,269.85
		Transactions	



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		Department 13 - Planning Totals	Invoice 12 Transactions	\$88,269.85
Department 19 - Facilities Maintenance				
Program 190000 - Main				
Account 52310 - Building Materials and Supplies				
409 - Black Lumber Co. INC	19- Great Stuff gaps & Cracks		03/17/2023	9.99
293 - J&S Locksmith Shop, INC	19 - Batteries for powered tools		03/17/2023	9,969.96
409 - Black Lumber Co. INC	19-Rogers St-rebar stakes		03/17/2023	29.90
		Account 52310 - Building Materials and Supplies Totals	Invoice 3 Transactions	\$10,009.85
Account 52420 - Other Supplies				
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	19 -Replacement power cords for battery jump boxes		03/17/2023	55.98
3560 - First Financial Bank / Credit Cards	19- Pizzas for Brighten B-Town Crew-2/3/23		03/17/2023	180.90
60 - Monroe County Solid Waste Management District	19-Disposal of Flourescent Tubes		03/17/2023	8.40
		Account 52420 - Other Supplies Totals	Invoice 3 Transactions	\$245.28
Account 52430 - Uniforms and Tools				
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	19-Power Invertor plugs for Brighten Btown crews		03/17/2023	16.98
19171 - Aramark Uniform & Career Apparel Group, INC	19-Work Uniforms for Facility Employees-2/23/23		03/17/2023	30.84
		Account 52430 - Uniforms and Tools Totals	Invoice 2 Transactions	\$47.82
Account 53160 - Instruction				
3560 - First Financial Bank / Credit Cards	19-Central Square National User Group Conference-JD Boruf		03/17/2023	849.00
		Account 53160 - Instruction Totals	Invoice 1 Transactions	\$849.00
Account 53610 - Building Repairs				
393 - Kone INC	19-SA Value Added Services 12.1-12.31.2022	BC 2022-024	03/17/2023	250.00



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393 - Kone INC	19- SA Value Added Services 10.1-10.31.2022	BC 2022-024	03/17/2023	65.00
393 - Kone INC	19 - Value Added Services 08.01-08.31.22	BC 2022-024	03/17/2023	65.00
393 - Kone INC	19-SA Value Added Services 09.01-09.30.2022	BC 2022-024	03/17/2023	65.00
393 - Kone INC	19-SA Value Added Services 11.1-11.30.2022	BC 2022-024	03/17/2023	65.00
6688 - SSW Enterprises, LLC (Office Pride)	19-SA -Cleaning Services at Animal for Feb 2023	BC 2022-142	03/17/2023	1,432.99
6688 - SSW Enterprises, LLC (Office Pride)	19- SA-Cleaning Services at City Hall for Feb 2023	BC 2022-142	03/17/2023	12,863.80
6688 - SSW Enterprises, LLC (Office Pride)	19-SA-Cleaning Services-Fleet Maint-Feb 2023	BC 2022-142	03/17/2023	1,021.80
6688 - SSW Enterprises, LLC (Office Pride)	19-SA-Cleaning Services at Sanitation for Feb 2023	BC 2022-142	03/17/2023	829.43
6688 - SSW Enterprises, LLC (Office Pride)	19-SA -Cleaning Services-Street/Traffic- Feb 2023	BC 2022-142	03/17/2023	1,567.80
	Account 53610 - Building Repairs Totals		Invoice 10	<u>\$18,225.82</u>
			Transactions	
	Program 190000 - Main Totals		Invoice 19	<u>\$29,377.77</u>
			Transactions	
	Department 19 - Facilities Maintenance Totals		Invoice 19	<u>\$29,377.77</u>
			Transactions	
Department 28 - ITS				
Program 280000 - Main				
Account 53160 - Instruction				
50722 - Bloomington Bagel Co., INC	28 - Food for 5S TSG Staff Training 2/24/23		03/17/2023	17.99
4408 - Environmental Systems Research Institute,INC ESRI	28 - 2023 Midwest User Conference Richard Creek Rea		03/17/2023	349.00
3560 - First Financial Bank / Credit Cards	28 - FFB - Pilot Institute UAV training for Richard		03/17/2023	299.00
3560 - First Financial Bank / Credit Cards	28 - FFB - IGIC Conference Fee Max Stier		03/17/2023	305.00
8315 - Indiana Geographic Information Council, INC	28 - 2023 Indiana Geographic Training Richard Creek		03/17/2023	295.00
4549 - Kroger Limited Partnership I	28- 5S Training Food-bagels, cream cheese, fruit		03/17/2023	43.62
	Account 53160 - Instruction Totals		Invoice 6	<u>\$1,309.61</u>
			Transactions	



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Account 53230 - Travel

3560 - First Financial Bank / Credit Cards	28 -2023 Esri Conference Hotel-2/21-2/23/23-Creek-den 1 dav	03/17/2023	118.75
Account 53230 - Travel Totals		Invoice 1	\$118.75
		Transactions	

Account 53640 - Hardware and Software Maintenance

3989 - Ricoh USA, INC	28-Copiers-ITS Portion 12/17/22-1/16/23	03/17/2023	1,323.25
3989 - Ricoh USA, INC	28 - Copiers-ITS Portion -12/17/22-1/16/23	03/17/2023	90.13
3989 - Ricoh USA, INC	28 - Copiers-ITS Portion 1/17-2/16/23	03/17/2023	3,197.61
3989 - Ricoh USA, INC	28 - Copiers- ITS Portion 1/17-2/16/23	03/17/2023	129.22
8750 - Service Express, INC	28 - Service Exp - 2023 City Hall & BPD Server Maint Portion	03/17/2023	1,056.00
5444 - Tyler Technologies, INC	28 - Tyler - New World ERP Core renewal - ITS Portion	03/17/2023	33,397.99
Account 53640 - Hardware and Software Maintenance Totals		Invoice 6	\$39,194.20
		Transactions	

Account 53910 - Dues and Subscriptions

7404 - ArchiveSocial, INC	28 - ArchiveSocial 2023 social media archiving sub. - 6K records	03/17/2023	8,388.00
3560 - First Financial Bank / Credit Cards	28 - FFB - Google APIs-Feb 2023	03/17/2023	34.55
3560 - First Financial Bank / Credit Cards	28 - FFB - Bluesky Zoom Timer Billed Monthly	03/17/2023	89.95
3560 - First Financial Bank / Credit Cards	28 - FFB - HT Newspaper Subscription 2023	03/17/2023	1.00
3560 - First Financial Bank / Credit Cards	28 - FFB - Zoom 500., 1000 webinar, 500GB cloud - 2023	03/17/2023	430.00
3560 - First Financial Bank / Credit Cards	28-Airtable-Pro-2/23/23-2/23/24	03/17/2023	1,028.88
3560 - First Financial Bank / Credit Cards	28 - FFB - Canva Subscriptions 2023	03/17/2023	14.60
7344 - Periodic INC	28 - Online Booking Subscription Dec 2022	03/17/2023	137.00
7344 - Periodic INC	28 - Periodic 2023 Online Booking Subscription Jan 2023	03/17/2023	140.50
7344 - Periodic INC	28 - Periodic 2023 Online Booking Subscription Feb 2023	03/17/2023	140.00



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8441 - Promevo Holdings, INC (Promevo, LLC)	28 - 2023 Google Workspace Enterprise Plus-1/26/23-1/25/24	03/17/2023	131,656.00
	Account 53910 - Dues and Subscriptions Totals	Invoice 11	<u>142,060.48</u>
Account 54420 - Purchase of Equipment		Transactions	
53442 - Paragon Micro, INC	28 - Tripp Lite 42U Rack Enclosure	03/17/2023	1,399.99
	Account 54420 - Purchase of Equipment Totals	Invoice 1	<u>1,399.99</u>
		Transactions	
	Program 280000 - Main Totals	Invoice 25	<u>184,083.03</u>
		Transactions	
	Department 28 - ITS Totals	Invoice 25	<u>184,083.03</u>
		Transactions	
	Fund 101 - General Fund (S0101) Totals	Invoice 181	<u>386,925.27</u>
		Transactions	
Fund 176 - ARPA Local Fiscal Recvry (S9512)			
Department 04 - Economic & Sustainable Dev			
Program G21005 - ARPA COVID Local Fiscal Recovery			
Account 53960 - Grants			
7532 - Christina Elem	04-Consulting Services for public art - C.Elam	03/17/2023	300.00
8531 - Girls Rock Bloomington	04-BAC Arts Operations Grant - Girls Rock Bloomington	03/17/2023	2,000.00
8075 - IFF (IFF Real Estate Services LLC)	04-SEEL Program - Facility Energy Assessments	03/17/2023	968.75
203 - INDIANA UNIVERSITY	04-ARPA Grant 2023- Archives of African American Music & Culture	03/17/2023	15,000.00
234 - Monroe County Community School Corporation	04-Arts Education Grant - MCCSC	03/17/2023	30,000.00
4041 - Reimagining Opera For Kids, LLC	04-BAC Arts Grant - Reimagining Opera for Kids	03/17/2023	3,850.00
8504 - Rebecca Woodward (Rebecca Woodward Art Education LLC)	04-BAC Emerging Artists Grant - Rebecca Woodward	03/17/2023	1,500.00
	Account 53960 - Grants Totals	Invoice 7	<u>53,618.75</u>
		Transactions	
	Program G21005 - ARPA COVID Local Fiscal Recovery Totals	Invoice 7	<u>53,618.75</u>
		Transactions	
	Department 04 - Economic & Sustainable Dev Totals	Invoice 7	<u>53,618.75</u>
		Transactions	



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Department **20 - Street**

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

Account **52420 - Other Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	20-Bumper sleeve for Kirkwood ballards & Misc supplies	03/17/2023	324.75
4574 - John Deere Financial f.s.b. (Rural King)	20-Misc Supplies for concrete crew (Pliers, wrench & straw)	03/17/2023	67.93
6262 - Koenig Equipment, INC	20-Supplies for tree crew (bar, chains,oil, pluas)	03/17/2023	41.64
4519 - Osburn Associates, INC	20-48x48 Rollup stop signs	03/17/2023	429.17
4519 - Osburn Associates, INC	20-Plasticade Barricades for crews	03/17/2023	445.93

Account **52420 - Other Supplies** Totals Invoice 5 \$1,309.42
Transactions

Account **54420 - Purchase of Equipment**

2096 - West Side Tractor Sales CO.	20-2022 John Deere 544 P 4WD Loader (Sourcewell #032119-JDC)	03/17/2023	214,956.55
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Account **54420 - Purchase of Equipment** Totals Invoice 1 \$214,956.55
Transactions

Program **G21005 - ARPA COVID Local Fiscal Recovery** Totals Invoice 6 \$216,265.97
Transactions

Department **20 - Street** Totals Invoice 6 \$216,265.97
Transactions

Fund **176 - ARPA Local Fiscal Recvry (S9512)** Totals Invoice 13 \$269,884.72
Transactions

Fund **312 - Community Services**

Department **09 - CFRD**

Program **090001 - Com Serv - Black Males**

Account **52420 - Other Supplies**

11693 - The Award Center, INC	09-'23 Sponsor/Living Legend/Outstand Black Leaders of Tomorrow	03/17/2023	88.00
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Account **52420 - Other Supplies** Totals Invoice 1 \$88.00
Transactions

Program **090001 - Com Serv - Black Males** Totals Invoice 1 \$88.00
Transactions



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Program 090016 - Com Serv - Safe & Civil

Account 52420 - Other Supplies

8584 - Shaunquia Latae Chitty (Vivid Events & Design, LLC)	09-Event Design-BHM 2023 Gala-The Woolery-2/25/23	03/17/2023	1,332.80
53125 - Mr. Copy, INC	09-Program for Black History Month 2023-300 Booklets	03/17/2023	741.60
11693 - The Award Center, INC	09-Black History Month Visionary Leader Award	03/17/2023	140.00
11693 - The Award Center, INC	09-'23 Sponsor/Living Legend/Outstand Black Leaders of Tomorrow	03/17/2023	42.00
	Account 52420 - Other Supplies Totals	Invoice 4	<hr/> \$2,256.40
		Transactions	

Account 53990 - Other Services and Charges

8478 - Shawn D Adams	09-Entertainment for Black History Month Black Innovation Gala	03/17/2023	1,499.00
8591 - Melissa Jackson	09-3rd Place Middle School Prize-Black History Month Essav Conte	03/17/2023	125.00
8586 - Rebekah Mou	09-2nd Place High School Prize-Black History Month Essav Contest	03/17/2023	150.00
8587 - Ronetta Poellnitz	09-3rd Place Elem School Prize-Black History Month Essav Contes	03/17/2023	125.00
8596 - Liwei Sui	09-3rd Place High School Prize-Black History Month Essav Contest	03/17/2023	125.00
3560 - First Financial Bank / Credit Cards	09-Safe and Civil City Jotform 2/23-3/23/2023	03/17/2023	19.00
	Account 53990 - Other Services and Charges Totals	Invoice 6	<hr/> \$2,043.00
		Transactions	
	Program 090016 - Com Serv - Safe & Civil Totals	Invoice 10	<hr/> \$4,299.40
		Transactions	
	Department 09 - CFRD Totals	Invoice 11	<hr/> \$4,387.40
		Transactions	
	Fund 312 - Community Services Totals	Invoice 11	<hr/> \$4,387.40
		Transactions	

Fund 401 - Non-Reverting Telecom (S1146)

Department 25 - Telecommunications

Program 254000 - Infrastructure

Account 53640 - Hardware and Software Maintenance



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13482 - Northern Lights Locating & Inspection, INC	25 - BDU Line Locates January 2023	03/17/2023	2,500.00
13482 - Northern Lights Locating & Inspection, INC	25 - BDU Line Locates February 2023	03/17/2023	2,500.00
13482 - Northern Lights Locating & Inspection, INC	25 - BDU Line Locates Emergency call out 02/20/23	03/17/2023	125.00
Account 53640 - Hardware and Software Maintenance Totals		Invoice 3	<u>\$5,125.00</u>
		Transactions	
Program 254000 - Infrastructure Totals		Invoice 3	<u>\$5,125.00</u>
		Transactions	
Program 256000 - Services			
Account 53150 - Communications Contract			
203 - INDIANA UNIVERSITY	25 - IU Fire Station Dark Fiber Service Dec 2022	03/17/2023	65.00
203 - INDIANA UNIVERSITY	25 - IU Fire Station Dark Fiber Service Jan 2023	03/17/2023	65.00
203 - INDIANA UNIVERSITY	25 - IU Fire Station Dark Fiber Service Feb 2023	03/17/2023	65.00
Account 53150 - Communications Contract Totals		Invoice 3	<u>\$195.00</u>
		Transactions	
Account 54450 - Equipment			
53442 - Paragon Micro, INC	25 - CAPR Laptops (20)	03/17/2023	40,199.40
Account 54450 - Equipment Totals		Invoice 1	<u>\$40,199.40</u>
		Transactions	
Program 256000 - Services Totals		Invoice 4	<u>\$40,394.40</u>
		Transactions	
Department 25 - Telecommunications Totals		Invoice 7	<u>\$45,519.40</u>
		Transactions	
Fund 401 - Non-Reverting Telecom (S1146) Totals		Invoice 7	<u>\$45,519.40</u>
		Transactions	
Fund 450 - Local Road and Street(S0706)			
Department 20 - Street			
Program 200000 - Main			
Account 52420 - Other Supplies			
603 - Traffic Control Corporation	20-MIOVision for traffic Signals (10, 17th & Wood. Wal & Gri)	03/17/2023	71,961.00



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	Account 52420 - Other Supplies Totals	Invoice 1 Transactions	\$71,961.00
Account 53520 - Street Lights / Traffic Signals			
223 - Duke Energy	02-Illinois St/Illinois Ct-elec chgs 01/21-02/20/23	BC 2021-12 03/08/2023	7.87
223 - Duke Energy	02-W. 12th & N. Lindberg -elec. chgs 01/21-02/20/23	BC 2021-11 03/08/2023	4.28
223 - Duke Energy	02-3rd/5th/Adams traffic signal-elec chgs 01/25/23-02/22/23	03/08/2023	57.24
223 - Duke Energy	02-N. Blair Ave-walkway elec chgs-01/21-02/20/23	BC 2021-76 03/08/2023	4.03
223 - Duke Energy	02-Rogers Rd Sidepath-elec chgs 01/18/23-02/15/23	BC 2019-99 03/08/2023	11.25
223 - Duke Energy	02-6th St (Fairview to Elm)-elec chgs 01/25/23-02/22/23	BC 2021-59 03/08/2023	29.73
223 - Duke Energy	02-W 11th (Fairview & Fountain)-elec chgs 01/21/23-02/20/23	BC 2021-10 03/08/2023	51.43
223 - Duke Energy	02-Gray/Lemon/Fountain-elec chgs-01/21/23-02/20/23	BC 2021-143 03/08/2023	25.01
	Account 53520 - Street Lights / Traffic Signals Totals	Invoice 8 Transactions	\$190.84
	Program 200000 - Main Totals	Invoice 9 Transactions	\$72,151.84
	Department 20 - Street Totals	Invoice 9 Transactions	\$72,151.84
	Fund 450 - Local Road and Street(S0706) Totals	Invoice 9 Transactions	\$72,151.84
Fund 451 - Motor Vehicle Highway(S0708)			
Department 20 - Street			
Program 200000 - Main			
Account 52110 - Office Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	20-Office Supplies (pens, highlighters & paper clips)	03/17/2023	7.99
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	20-Bumper sleeve for Kirkwood ballards & Misc supplies	03/17/2023	24.77
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	20-Office Supplies (pens, highlighters & paper clips)	03/17/2023	5.92
	Account 52110 - Office Supplies Totals	Invoice 3 Transactions	\$38.68



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Account 52210 - Institutional Supplies

313 - Fastenal Company	20-Safety Supplies for Crews (gloves, glasses, ear pluas)	03/17/2023	191.18
313 - Fastenal Company	20-Safety Supplies for Crews (gloves, glasses, ear pluas)	03/17/2023	26.28
Account 52210 - Institutional Supplies Totals		Invoice 2	<u>\$217.46</u>
		Transactions	

Account 52340 - Other Repairs and Maintenance

4519 - Osburn Associates, INC	20-Sheeting 48' x 50yds HIP White & Blue for Welcome Bloominaton	03/17/2023	1,356.00
480 - Proveli, LLC (Hall Signs, INC)	20- Sign W6-1 Directional Arrow for 2151 E 10th Street	03/17/2023	94.68
Account 52340 - Other Repairs and Maintenance Totals		Invoice 2	<u>\$1,450.68</u>
		Transactions	

Account 52420 - Other Supplies

409 - Black Lumber Co. INC	20-Concrete crew-grass seed	03/17/2023	69.97
Account 52420 - Other Supplies Totals		Invoice 1	<u>\$69.97</u>
		Transactions	

Account 53160 - Instruction

3560 - First Financial Bank / Credit Cards	20-ISA Certified Arborist Membership (McCoy)	03/17/2023	135.00
3560 - First Financial Bank / Credit Cards	20-ISA Certified Arborist Preparation Course & Test (McCov)	03/17/2023	197.66
3560 - First Financial Bank / Credit Cards	20-ISA Certified Arborist Preparation Course & Test (McCov)	03/17/2023	280.00
Account 53160 - Instruction Totals		Invoice 3	<u>\$612.66</u>
		Transactions	

Account 53220 - Postage

3560 - First Financial Bank / Credit Cards	20-UPS-Ground shipping for tree crew radio svstem	03/17/2023	21.34
Account 53220 - Postage Totals		Invoice 1	<u>\$21.34</u>
		Transactions	

Account 53250 - Pagers

332 - Indiana Paging Network, INC	20-Monthly Service for Pagers (Snow Control)- April 2023	03/17/2023	86.14
Account 53250 - Pagers Totals		Invoice 1	<u>\$86.14</u>
		Transactions	



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Account 53610 - Building Repairs

32 - Cassady Electrical Contractors, INC	20-SA Replace GFI at Street Dept	BC 2022-090	03/17/2023	116.71
321 - Harrell Fish, INC (HFI)	20- SA Replaced Fan Motor at Street Dept	BC 2022-115	03/17/2023	1,035.00
			Account 53610 - Building Repairs Totals	Invoice 2
				Transactions
				<u>\$1,151.71</u>

Account 53920 - Laundry and Other Sanitation Services

19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-2/15/23		03/17/2023	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-2/22/23		03/17/2023	34.28
			Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 2
				Transactions
				<u>\$68.56</u>
			Program 200000 - Main Totals	Invoice 17
				Transactions
			Department 20 - Street Totals	Invoice 17
				Transactions
			Fund 451 - Motor Vehicle Highway(S0708) Totals	Invoice 17
				Transactions
				<u>\$3,717.20</u>

Fund 452 - Parking Facilities(S9502)

Department 26 - Parking

Program 260000 - Main

Account 53510 - Electrical Services

223 - Duke Energy	26-Trades Garage-489 W. 10th-elec chgs		03/08/2023	2,829.96
		01/21/23-2/20/23		
			Account 53510 - Electrical Services Totals	Invoice 1
				Transactions
				<u>\$2,829.96</u>

Account 53610 - Building Repairs

393 - Kone INC	26-SA Maint & Value Added Serv-All Garages-	BC 2022-024	03/17/2023	2,085.00
		11.1-11.30.22		
393 - Kone INC	26-SA Maint & value Added Serv-All Garages-	BC 2022-024	03/17/2023	2,270.00
		12.1-12.31.2022		
393 - Kone INC	26- SA Value Added Services All Garages 8.1-	BC 2022-024	03/17/2023	325.00
		8.31.2022		
393 - Kone INC	26-SA Value Added Services-All Garages- 9.1-	BC 2022-024	03/17/2023	325.00
		9.30.2022		



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393 - Kone INC	26-SA Value Added Services-All Garages- 10.1- BC 2022-024	03/17/2023	390.00
	10.31.2022		
392 - Koorsen Fire & Security, INC	26-SA-Morton St Garage-Repair Fire Alarm BC 2022-092	03/17/2023	700.00
392 - Koorsen Fire & Security, INC	02-SA-Repair Fire Alarm at Trades Garage BC 2022-092	03/17/2023	700.00
392 - Koorsen Fire & Security, INC	SA-Trades Garage-Qrtly Fire Alarm Monitoring- BC 2022-092	03/17/2023	150.00
	2.01-4.30.23		
	Account 53610 - Building Repairs Totals	Invoice 8	<u>\$6,945.00</u>
		Transactions	
Account 53650 - Other Repairs			
3397 - Evens Time, INC	26-SA-Walnut St Garage-beyond scope SA-CC BC 2022-119	03/17/2023	75.99
	shutters-2/17/23		
3397 - Evens Time, INC	26-SA-Walnut St Garage-beyond scope SA- BC 2022-119	03/17/2023	567.99
	gate arm repair-12/9/22		
3397 - Evens Time, INC	26-SA-4th St garage-beyond scope of SA-gate BC 2022-119	03/17/2023	602.99
	arm broken-10/18/22		
3397 - Evens Time, INC	26-SA-Walnut St Garage-beyond scope SA- BC 2022-119	03/17/2023	843.99
	gate repair-2/17/23		
	Account 53650 - Other Repairs Totals	Invoice 4	<u>\$2,090.96</u>
		Transactions	
Account 53840 - Lease Payments			
512 - 7th & Walnut , LLC	26-Walnut St Garage- April 2023 garage rent	03/17/2023	17,824.79
3887 - Mercury Development Group, LLC	26-Morton St Garage-April 2023 garage rent	03/17/2023	38,035.85
	Account 53840 - Lease Payments Totals	Invoice 2	<u>\$55,860.64</u>
		Transactions	
	Program 260000 - Main Totals	Invoice 15	<u>\$67,726.56</u>
		Transactions	
	Department 26 - Parking Totals	Invoice 15	<u>\$67,726.56</u>
		Transactions	
	Fund 452 - Parking Facilities(S9502) Totals	Invoice 15	<u>\$67,726.56</u>
		Transactions	
Fund 454 - Alternative Transport(S6301)			
Department 05 - Common Council			
Program 050000 - Main			
Account 54310 - Improvements Other Than Building			



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10 - Bledsoe Riggert Cooper & James INC	07-Liberty Sidewalk-1/31/23	BC 2022-069	03/17/2023	1,368.00
	Account 54310 - Improvements Other Than Building Totals		Invoice 1	<hr/> \$1,368.00
			Transactions	
	Program 050000 - Main Totals		Invoice 1	<hr/> \$1,368.00
			Transactions	
	Department 05 - Common Council Totals		Invoice 1	<hr/> \$1,368.00
			Transactions	
Department 13 - Planning				
Program 130000 - Main				
Account 54310 - Improvements Other Than Building				
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Misc. Neighborhood Greenways-inv date 2/17/23	BC 2022-135	03/17/2023	3,596.35
	Account 54310 - Improvements Other Than Building Totals		Invoice 1	<hr/> \$3,596.35
			Transactions	
	Program 130000 - Main Totals		Invoice 1	<hr/> \$3,596.35
			Transactions	
	Department 13 - Planning Totals		Invoice 1	<hr/> \$3,596.35
			Transactions	
	Fund 454 - Alternative Transport(S6301) Totals		Invoice 2	<hr/> \$4,964.35
			Transactions	
Fund 455 - Parking Meter Fund(S2141)				
Department 26 - Parking				
Program 260000 - Main				
Account 52340 - Other Repairs and Maintenance				
4264 - IPS Group, INC	26-out of warranty clock repairs-2/20/23		03/17/2023	6,052.20
4264 - IPS Group, INC	26-out of warranty clock repairs-2/20/23		03/17/2023	1,563.91
480 - Proveli, LLC (Hall Signs, INC)	26-ADA time limit sign for ADA space		03/17/2023	11.89
6688 - SSW Enterprises, LLC (Office Pride)	26-4th st garage cleaning service-3/1/23		03/17/2023	487.00
	Account 52340 - Other Repairs and Maintenance Totals		Invoice 4	<hr/> \$8,115.00
			Transactions	
Account 52430 - Uniforms and Tools				



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4489 - J.L. Waters & Company, INC	26-safety shoes-O. Stevens (8 1/2)-2/16/23	03/17/2023	100.00
4489 - J.L. Waters & Company, INC	26-safety shoes-P. McLaughlin (11.5M)- 2/21/23	03/17/2023	100.00
Account 52430 - Uniforms and Tools Totals		Invoice 2	<u>\$200.00</u>
		Transactions	
Account 53310 - Printing			
3892 - Midwest Color Printing, INC	26-Business cards for Charlene Lawson	03/17/2023	62.47
Account 53310 - Printing Totals		Invoice 1	<u>\$62.47</u>
		Transactions	
Account 53990 - Other Services and Charges			
204 - State Of Indiana	26-BMV Lookups for towing	03/17/2023	99.00
Account 53990 - Other Services and Charges Totals		Invoice 1	<u>\$99.00</u>
		Transactions	
Program 260000 - Main Totals		Invoice 8	<u>\$8,476.47</u>
		Transactions	
Department 26 - Parking Totals		Invoice 8	<u>\$8,476.47</u>
		Transactions	
Fund 455 - Parking Meter Fund(S2141) Totals		Invoice 8	<u>\$8,476.47</u>
		Transactions	
Fund 600 - Cumulative Cap Imprv(CIG)(S2379)			
Department 02 - Public Works			
Program 020000 - Main			
Account 52330 - Street , Alley, and Sewer Material			
334 - Irving Materials, INC	20-Concrete Materials-804 S. Gatewood Drive	BC 2022-10 03/17/2023	564.00
334 - Irving Materials, INC	20-Concrete Materials-4305 E. Walpole Lane	BC 2022-10 03/17/2023	582.50
334 - Irving Materials, INC	20-Concrete Materials-715 N Plymouth Rd	BC 2022-10 03/17/2023	765.00
334 - Irving Materials, INC	20-Concrete Materials-Plymouth & Beacon	BC 2022-10 03/17/2023	616.00
334 - Irving Materials, INC	20-Concrete Materials-Plymouth & Wembley	BC 2022-10 03/17/2023	616.00
365 - Rogers Group, INC	20-Stone for Leaf Pile	03/17/2023	402.39



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Account 52330 - Street , Alley, and Sewer Material Totals	Invoice 6	<u>\$3,545.89</u>
	Transactions	
Program 020000 - Main Totals	Invoice 6	<u>\$3,545.89</u>
	Transactions	
Department 02 - Public Works Totals	Invoice 6	<u>\$3,545.89</u>
	Transactions	
Fund 600 - Cumulative Cap Imprv(CIG)(S2379) Totals	Invoice 6	<u>\$3,545.89</u>
	Transactions	

Fund **601 - Cumulative Capital Devlp(S2391)**

Department **02 - Public Works**

Program **020000 - Main**

Account **52420 - Other Supplies**

4186 - Carrier & Gable, INC	20-Battery, 12VDC 110 A for traffic signals	03/17/2023	3,480.00
4519 - Osburn Associates, INC	20-Safety signs for crews	03/17/2023	4,467.09
4519 - Osburn Associates, INC	20-Plasticade Barricades for crews	03/17/2023	83.35
19681 - Southeastern Equipment Co, INC	20-Skirts for milling machine repairs	03/17/2023	11,699.45

Account 52420 - Other Supplies Totals	Invoice 4	<u>\$19,729.89</u>
	Transactions	
Program 020000 - Main Totals	Invoice 4	<u>\$19,729.89</u>
	Transactions	
Department 02 - Public Works Totals	Invoice 4	<u>\$19,729.89</u>
	Transactions	
Fund 601 - Cumulative Capital Devlp(S2391) Totals	Invoice 4	<u>\$19,729.89</u>
	Transactions	

Fund **730 - Solid Waste (S6401)**

Department **16 - Sanitation**

Program **160000 - Main**

Account **52420 - Other Supplies**

392 - Koorsen Fire & Security, INC	16-Repair & Service of 1 fire Extinguisher	03/17/2023	118.00
392 - Koorsen Fire & Security, INC	16-replacement bracket fire extinguishers for 10 trks	03/17/2023	1,728.50



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1743 - The Home City Ice Company	16-refill Ice machine (35) Bags		03/17/2023	91.65
	Account 52420 - Other Supplies Totals		Invoice 3	<u>\$1,938.15</u>
			Transactions	
Account 52430 - Uniforms and Tools				
793 - Indiana Safety Company, INC	16-Safety Vests		03/17/2023	19.83
	Account 52430 - Uniforms and Tools Totals		Invoice 1	<u>\$19.83</u>
			Transactions	
Account 53150 - Communications Contract				
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	16-Wirless Radios Services for March 2023		03/17/2023	572.05
	Account 53150 - Communications Contract Totals		Invoice 1	<u>\$572.05</u>
			Transactions	
Account 53240 - Freight / Other				
793 - Indiana Safety Company, INC	16-Safety Vests		03/17/2023	15.67
	Account 53240 - Freight / Other Totals		Invoice 1	<u>\$15.67</u>
			Transactions	
Account 53610 - Building Repairs				
9078 - Bruce Home Improvements, INC (Bruce's Garage Door)	16-SA- Repair Overhead Door at Sanitation	BC 2022-101	03/17/2023	320.00
	Account 53610 - Building Repairs Totals		Invoice 1	<u>\$320.00</u>
			Transactions	
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-2/15/23		03/17/2023	4.62
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-2/22/23		03/17/2023	4.62
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-3/1/23		03/17/2023	4.62
19171 - Aramark Uniform & Career Apparel Group, INC	16-Mat Services - 02/15/2023		03/17/2023	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-Mat Services - 02/22/2023		03/17/2023	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-Mat Services - 03/01/2023		03/17/2023	23.26
	Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 6	<u>\$83.64</u>
			Transactions	



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Account 53950 - Landfill

52226 - Hoosier Transfer Station-3140	16-recycling fees-02/16-02/28/2023	03/17/2023	2,079.24
52226 - Hoosier Transfer Station-3140	16-recycling fees-02/01-02/15/2023	03/17/2023	2,535.23
52226 - Hoosier Transfer Station-3140	16-trash disposal fee-02/16-02/28/23	03/17/2023	12,138.47
52226 - Hoosier Transfer Station-3140	16-trash disposal fee-02/01-02/15/23	03/17/2023	15,460.96

Account **53950 - Landfill** Totals

Invoice 4 \$32,213.90

Program **160000 - Main** Totals

Transactions Invoice 17 \$35,163.24

Department **16 - Sanitation** Totals

Transactions Invoice 17 \$35,163.24

Fund **730 - Solid Waste (S6401)** Totals

Transactions Invoice 17 \$35,163.24

Transactions

Fund 800 - Risk Management(S0203)

Department 10 - Legal

Program 100000 - Main

Account 52430 - Uniforms and Tools

8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes D. Douglas 12W-5/21/22	03/17/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes J. Behrman (11D)-5/25/22	03/17/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes B. Hardin 12 D-9/20/22	03/17/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes L. Parsons 12 D-9/20/22	03/17/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes Q. Deppert (8.5D)-9/20/22	03/17/2023	100.00

Account **52430 - Uniforms and Tools** Totals

Invoice 5 \$500.00

Transactions

Account 53130 - Medical

6433 - Larry Dean Armes	10-reimb for CDL physical-2/10/23	03/17/2023	100.00
3112 - Jason Glenn Eller	10-reimb for CDL physical-2/17/23	03/17/2023	100.00



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5183 - Frank L Robinson	10-reimb for CDL physical-2/23/23	03/17/2023	100.00
	Account 53130 - Medical Totals	Invoice 3	<u>300.00</u>
		Transactions	
Account 53160 - Instruction			
3560 - First Financial Bank / Credit Cards	10-3 CPR certification CLS-03270055	03/17/2023	108.00
	Account 53160 - Instruction Totals	Invoice 1	<u>108.00</u>
		Transactions	
	Program 100000 - Main Totals	Invoice 9	<u>908.00</u>
		Transactions	
	Department 10 - Legal Totals	Invoice 9	<u>908.00</u>
		Transactions	
	Fund 800 - Risk Management(S0203) Totals	Invoice 9	<u>908.00</u>
		Transactions	
Fund 801 - Health Insurance Trust			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990 - Other Services and Charges			
3977 - Cigna Health & Life Insurance Company	12-March 2023 Dental Vision Premiums	03/17/2023	2,318.80
	Account 53990 - Other Services and Charges Totals	Invoice 1	<u>2,318.80</u>
		Transactions	
Account 53990.1201 - Other Services and Charges Health Insurance			
3928 - Aim Medical Trust	12-March 2023 AIM Medical Premium	03/07/2023	783,025.81
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$3019.52	03/08/2023	3,019.52
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont	03/09/2023	2,805.32
	Account 53990.1201 - Other Services and Charges Health Insurance Totals	Invoice 3	<u>788,850.65</u>
		Transactions	
	Program 120000 - Main Totals	Invoice 4	<u>791,169.45</u>
		Transactions	
	Department 12 - Human Resources Totals	Invoice 4	<u>791,169.45</u>
		Transactions	
	Fund 801 - Health Insurance Trust Totals	Invoice 4	<u>791,169.45</u>
		Transactions	



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Fund 802 - Fleet Maintenance(S9500)

Department 17 - Fleet Maintenance

Program 170000 - Main

Account 52110 - Office Supplies

6530 - Office Depot, INC	17 - manila file folders for auction		03/17/2023	14.80
6530 - Office Depot, INC	17 - tote for auction		03/17/2023	41.19
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	20-Memory Stick for Fleet Surplus Photos		03/17/2023	39.59

Account 52110 - Office Supplies Totals	Invoice 3	\$95.58
	Transactions	

Account 52230 - Garage and Motor Supplies

50605 - Bauer Built, INC	17 - Disposal of 3 tires		03/17/2023	38.25
50605 - Bauer Built, INC	17 - disposal of 33 tires		03/17/2023	165.00
4693 - Monroe County Tire & Supply, INC	17 -1 Goodyear tire and Indiana tire fee		03/17/2023	129.03
4693 - Monroe County Tire & Supply, INC	17 - (20) Firestone FHawk pursuit tires and Indiana tire fee		03/17/2023	2,672.80
4693 - Monroe County Tire & Supply, INC	17 - (20) Firestone FHawk tires and Indiana tire fee		03/17/2023	2,672.80

Account 52230 - Garage and Motor Supplies Totals	Invoice 5	\$5,677.88
	Transactions	

Account 52240 - Fuel and Oil

613 - Hoosier Penn Oil Company, INC	17 - Synthetic oil for various vehicles and equipment		03/17/2023	1,529.37
7854 - Premier AG CO-OP, INC (Premier Energy)	17-unleaded fuel-8,085 gallons-2/21/23	BC 2022-109D	03/17/2023	27,459.09
7854 - Premier AG CO-OP, INC (Premier Energy)	17-unleaded-8,093 gallons-2/21/23	BC 2022-109D	03/17/2023	27,486.26

Account 52240 - Fuel and Oil Totals	Invoice 3	\$56,474.72
	Transactions	

Account 52320 - Motor Vehicle Repair

244 - Bloomington Ford, INC	17 - Fuel feed tube		03/17/2023	91.00
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244 - Bloomington Ford, INC	17 - Radiator hose	03/17/2023	93.41
244 - Bloomington Ford, INC	17 - various parts & labor for outside services	03/17/2023	401.28
244 - Bloomington Ford, INC	17 - various parts & service for outside service vehicles	03/17/2023	793.64
5481 - Bright Equipment, INC (Bobcat of Ellettsville)	17 - gasspring & freight charge for Bobcat	03/17/2023	214.68
5481 - Bright Equipment, INC (Bobcat of Ellettsville)	17 - 2.5gal of hydraulic oil	03/17/2023	355.50
594 - Curry Auto Center, INC	17 - oil change and wheel alignment to unit 628	03/17/2023	47.66
51827 - Fire Service, INC	17 - Proximity Door Switch, Prox Switch Magnet plus freight	03/17/2023	66.22
51827 - Fire Service, INC	17 - Halogen Snap-in 50W bulb (2)	03/17/2023	120.70
51827 - Fire Service, INC	17 - Fuel filter w/sensor + freight	03/17/2023	121.36
51827 - Fire Service, INC	17 - Kussmaul Auto Charger	03/17/2023	819.00
4387 - Force America Distributing, LLC	17 - #461 coil, sight guageamd pressure guage	03/17/2023	434.16
4046 - Heritage-Crystal Clean, INC	17 - bulk antifreeze	03/17/2023	639.41
11672 - Jack Doheny Companies, INC	17 - single wrap main broom 66, SB segment set(4) 17 wire	03/17/2023	5,981.52
11672 - Jack Doheny Companies, INC	17 - Belt, Bearing, LWR roll BRG, LWR convover Bra	03/17/2023	575.45
908 - JB Salvage (Westside Auto Parts)	17 - 404 steel tubing and angle iron	03/17/2023	130.00
53385 - O'Reilly Automotive Stores, INC	17 - Oil Drain plug	03/17/2023	6.33
53385 - O'Reilly Automotive Stores, INC	17 - Air Filter	03/17/2023	11.89
53385 - O'Reilly Automotive Stores, INC	17 - Manifold Set	03/17/2023	22.91
53385 - O'Reilly Automotive Stores, INC	17 - 2-Brake Rotors and a ceramic pads	03/17/2023	119.99
53385 - O'Reilly Automotive Stores, INC	17 - Tensioner for Ford vehicle	03/17/2023	52.89
53385 - O'Reilly Automotive Stores, INC	17 - VVT solenoid	03/17/2023	204.72
53385 - O'Reilly Automotive Stores, INC	17 - water pump	03/17/2023	91.40



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53385 - O'Reilly Automotive Stores, INC	17 - New CV Shaft	03/17/2023	106.29
53385 - O'Reilly Automotive Stores, INC	17 - IGN Coil	03/17/2023	458.94
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - various parts for the month of February 2023	03/17/2023	10,798.56
54351 - Sternberg, INC	17 - Fuel/water separator	03/17/2023	67.67
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - intake hose and charge air cooler	03/17/2023	96.29
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - kit lock set	03/17/2023	321.57
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - Lock set kit Unique ACMD	03/17/2023	324.45
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - Top Channel Assembly & Bottom Channel Assembly	03/17/2023	977.92
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - Hoses, clamps, convolut,	03/17/2023	1,902.58
4398 - TruckPro Holding Corporation	17 - Hub cap	03/17/2023	70.38
7555 - VoMac Truck Sales & Service INC	17 - O-Ring	03/17/2023	2.03
7555 - VoMac Truck Sales & Service INC	17 - filler cap	03/17/2023	35.16
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - Air cleaner element assembly for stock	03/17/2023	13.17
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - cabin filter for stock	03/17/2023	48.40
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - Ignition Coil Assembly	03/17/2023	97.30
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - (2) Semi Loaded Caliper for 2001 Ford F250 Super	03/17/2023	166.50
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - Ignition Coil Assembly	03/17/2023	194.60
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - Filter, (2) brake lining kit and assembly, oil filter	03/17/2023	507.52
Account 52320 - Motor Vehicle Repair Totals		Invoice 41	<u>\$27,584.45</u>
Account 52420 - Other Supplies		Transactions	
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	17 - filters for drinking fountain	03/17/2023	192.58
8181 - Lawson Products, INC	17 - shop supplies and DNI parts	03/17/2023	822.45



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6216 - Terminal Supply, INC	17 - shop supplies drill bits, lugs, Tubing, liiquid tight & ect	03/17/2023	247.63
	Account 52420 - Other Supplies Totals	Invoice 3	<u>\$1,262.66</u>
Account 53130 - Medical		Transactions	
231 - IU Health OCC Health Services	17 - Dot testing for F Robinson-2/6/23	03/17/2023	50.00
231 - IU Health OCC Health Services	17 -DOT testing for R. Hillenburg-2/6/23	03/17/2023	50.00
	Account 53130 - Medical Totals	Invoice 2	<u>\$100.00</u>
Account 53620 - Motor Repairs		Transactions	
244 - Bloomington Ford, INC	17 - various parts & labor for outside services	03/17/2023	437.50
244 - Bloomington Ford, INC	17 - various parts & service for outside service vehicles	03/17/2023	1,601.95
594 - Curry Auto Center, INC	17 - oil change and wheel alignment to unit 628	03/17/2023	198.45
	Account 53620 - Motor Repairs Totals	Invoice 3	<u>\$2,237.90</u>
Account 53640 - Hardware and Software Maintenance		Transactions	
7455 - TriTech Software Systems	17- Custom Reports, Parts Inventory, Costs-Fleet-2/12-2/18/23	03/17/2023	900.00
	Account 53640 - Hardware and Software Maintenance Totals	Invoice 1	<u>\$900.00</u>
Account 53920 - Laundry and Other Sanitation Services		Transactions	
19171 - Aramark Uniform & Career Apparel Group, INC	17 - city portion of uniform rentals for 2-15-2023	03/17/2023	16.47
19171 - Aramark Uniform & Career Apparel Group, INC	17 - towel and mat rentals - 2/15/2023	03/17/2023	77.36
19171 - Aramark Uniform & Career Apparel Group, INC	17 - mat and towel rentals - 2/22/2023	03/17/2023	77.36
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion of uniform rentals - 2/22/2023	03/17/2023	16.47
	Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 4	<u>\$187.66</u>
	Program 170000 - Main Totals	Transactions	
	Department 17 - Fleet Maintenance Totals	Invoice 65	<u>\$94,520.85</u>
		Transactions	
		Invoice 65	<u>\$94,520.85</u>
		Transactions	



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		Fund 802 - Fleet Maintenance(\$9500) Totals	Invoice 65	\$94,520.85
			Transactions	
Fund 804 - Insurance Voluntary Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990.1241 - Other Services and Charges Vision				
3977 - Cigna Health & Life Insurance Company	12-March 2023 Dental Vision Premiums		03/17/2023	8,836.62
Account 53990.1241 - Other Services and Charges Vision Totals			Invoice 1	\$8,836.62
			Transactions	
Account 53990.1271 - Other Services and Charges Section 125 - URM- City				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		03/06/2023	750.34
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		03/06/2023	50.88
17785 - The Howard E. Nyhart Company, INC	12-City URM		03/06/2023	61.05
17785 - The Howard E. Nyhart Company, INC	12-City URM		03/07/2023	91.60
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		03/08/2023	227.93
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		03/09/2023	310.51
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM			131.41
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals			Invoice 7	\$1,623.72
			Transactions	
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		03/06/2023	25.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		03/06/2023	25.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		03/08/2023	62.51
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		03/09/2023	55.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM			4.19



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Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals	Invoice 5	\$171.70
Account 53990.1283 - Other Services and Charges Health Savings Account	Transactions	
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA Employee Contribution 3-10-2023	23,839.51
Account 53990.1283 - Other Services and Charges Health Savings Account Totals	Invoice 1	\$23,839.51
	Transactions	
	Invoice 14	\$34,471.55
	Transactions	
	Invoice 14	\$34,471.55
	Transactions	
	Invoice 14	\$34,471.55
	Transactions	
	Invoice 382	\$1,843,262.08
	Transactions	
	Grand Totals	