

Board of Public Works Meeting

March 28, 2023



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

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

AGENDA
BOARD OF PUBLIC WORKS
March 28, 2023

A Regular Meeting of the Board of Public Work will be held Tuesday, March 28, 2023 at 5:30 p.m. in the Council Chambers (Rm #115) of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana and via Zoom by using the following link:

<https://bloomington.zoom.us/j/83723325966?pwd=VzZSZVRmWnJwSmNTQStMUW1dVEzdz09>

Meeting ID: 837 2332 5966 Passcode: 723915

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. CONSENT AGENDA

1. Approval of Minutes March 14, 2023
2. Renewal #1 to Agreement with Groomer Construction for Sidewalk Repair/Replacement Services
3. Renewal #1 to Agreement with Groomer Construction for Sidewalk Assistance 50/50 Repair/Replacement Program
4. Resolution 2023-17; Declaration of Surplus; Fleet Division
5. Resolution 2023-18; Granfalloon Main Stage Concert and Bloomington Handmade Market
6. Approval of Payroll

IV. NEW BUSINESS

1. Change Order #2 for the Jackson Creek Creek Phase II Project
2. Change Order #3 for the 17th Street Multi-Use Path East Project
3. Request from Scannell Properties for Right-of-Way Use Extension on 2851 E. Longview Dr.
4. Request from AEG for Lane and Sidewalk Closures
5. Contract with Strauser Construction for Construction of a Bathroom in the Parking Office Suite
6. Change Order #2 to Contract with Ann-Kriss, LLC. for Upgrades and Repairs to Fire Station #4

V. STAFF REPORTS & OTHER BUSINESS

VI. APPROVAL OF CLAIMS

VII. ADJOURNMENT

The Board of Public Works meeting was held Tuesday, March 14, 2023 at 5:30 pm in the Council Chambers of City Hall at 401 N. Morton St., Bloomington, Indiana and virtually through Zoom with Kyla Cox Deckard presiding.

REGULAR MEETING OF THE BOARD OF PUBLIC WORKS

Present: Kyla Cox Deckard
Elizabeth Karon
Jennifer Lloyd

ROLL CALL

City Staff: April Rosenberger - Public Works
Mike Rouker - City Legal, via Zoom
Chris Wheeler - City Legal
Rob Council – Housing and Neighborhood Development
Matt Smethurst - Engineering
Paul Kehrberg - Engineering
Jason Kerr - Engineering

None

MESSAGES FROM BOARD MEMBERS

None

PETITIONS & REMONSTRANCES

Chris Wheeler, City Legal, presented Abatement at 530 S. Washington. Rob Council, Housing and Neighborhood Development also provided details. See meeting packet for details.

**TITLE VI ENFORCEMENT
Abatement at 530 S. Washington**

Board Comments: Cox Deckard asked if the property owner is aware of the time remaining before an abatement takes place. Wheeler stated the abatement order is in effect for 12 months, but he was not certain of when it would start. Karon asked if the property owner is alerted before the abatement takes place. Wheeler stated that a notice to the property owner is mailed stating that there will be abatement, but a specific date is not given.

Joe Davis, property owner, stated that he had been working on his property since he received the notice for abatement. He stated that previous to the notice of abatement, he had only received three notices of violations. He stated that no one had been out to inspect his property in the past week, and that it looks great. Davis stated he is willing to work with Housing and Neighborhood Development to reach compliance. He asked for more time to continue his work.

Public Comments: Renata Raper, adjacent property owner, spoke of the condition of 530 S. Washington. She stated that the property is unkempt, unsafe, and an eye-sore. She stated she has lost tenant renewals and new leases because of the condition of the property. She also said that she has spoken to Mr. Davis several times, and she continues to be frustrated because he will not take pride and clean up his property. Stated her property has lost value because of the rubbish that is piled up.

Karon asked which section of the property Mr. Davis had been working on based on the two pictures that were provided in the packet. Davis stated that the photo was old, and the items had been cleaned up.

Karon made a motion to approve the Abatement at 530 S. Washington. Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

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

CONSENT AGENDA

Board Comments: None

Karon made a motion to approve the Consent Agenda. Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

Mike Rouker, City Legal, presented Resolution 2023-11; Request from Turning Point USA at Indiana University to paint an “All Lives Matter” Street Mural. See meeting packet for details.

Kyle Reynolds, President of Turning Point USA, stated that removing the speech element of the mural would defeat the purpose of the mural. Stated he sees no reason why their right should be voted down.

Public Comments: Bob Costello, President of Kirkwood Community Association, spoke on behalf of all of KCA’s members. He asked that this request be voted down. Heidi Darling, resident, stated the euphemism to deny existence of racial injustice is “all lives matter” and that allowing this mural to be painted on public property would be an insult. Sue Aquila, business owner, stated it’s neither appropriate nor desired to have any kind of mural such as this and asked that it be denied. Ruth Aydt, resident, asked via zoom the board to deny the request from Turning Point USA. Ellen Mills, resident, spoke via zoom and asked the board to deny the proposal. Maqube Reese, resident, asked via zoom that the proposal be denied. Rhys Masterson, resident, spoke via zoom, supporting Maqube Reese’s statement. Corey Parton, resident, asked via zoom that the board deny the request. Gary Crow stated via zoom his opposition of the request and asked the board to deny.

Board Comments: Cox Deckard stated that written comments had also been received directly to the Public Works address.

Karon made a motion to deny Resolution 2023-11; Request from Turning Point USA at Indiana University to paint an “All Lives Matter” Street Mural. Lloyd seconded. Cox Deckard took a roll call vote. All in favor to deny, motion is passed.

April Rosenberger, Public Works, presented Resolution 2023-13; Request from Constellation Stage & Screen for the 2023 Arts Fair on the Square. See meeting packet for details.

Board Comments: Jennifer Lloyd recused herself from the vote.

Karon made a motion to approve Resolution 2023-13; Request from Constellation Stage & Screen for the 2023 Arts Fair on the Square. Cox Deckard seconded. Cox Deckard took a roll call vote. All in favor, with one recusal, motion is passed.

Matt Smethurst, Engineering, presented Amendment #4 to LPA-Consulting Contract with Lochmueller Group for the 17th Street (Monroe to Grant) Multimodal Improvements Project. See meeting packet for details.

Board Comments: Lloyd asked if she understood it correctly that this amendment is just a

NEW BUSINESS **Resolution 2023-11; Request from Turning Point USA at Indiana University to paint an “All Lives Matter” Street Mural**

Resolution 2023-13; Request from Constellation Stage & Screen for the 2023 Arts Fair on the Square

Amendment #4 to LPA-Consulting Contract with Lochmueller Group for the 17th Street (Monroe to Grant) Multimodal

reallocation from one project to another. Smethurst confirmed.

Karon made a motion to approve Amendment #4 to LPA-Consulting Contract with Lochmueller Group for the 17th Street (Monroe to Grant) Multimodal Improvements Project. Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

Paul Kehrberg, Engineering, presented Request from F.A. Wilhelm for lane and sidewalk closures on S. Strong Drive. See meeting packet for details.

Board Comments: None

Karon made a motion to approve Request from F.A. Wilhelm for lane and sidewalk closures on S. Strong Drive. Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

Paul Kehrberg, Engineering, presented Request from Duke Energy for Lane Closures for the Reliability Project Phase II Tree Clearing. See meeting packet for details.

Board Comments: None

Karon made a motion to approve Request from Duke Energy for Lane Closures for the Reliability Project Phase II Tree Clearing. Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

Paul Kehrberg, Engineering, presented Right-of-Way Use Request from CoreBuilt Contracting for Placement of Dumpster at 210 E. Kirkwood. See meeting packet for details.

Board Comments: None

Karon made a motion to approve the Right-of-Way Use Request from CoreBuilt Contracting for Placement of Dumpster at 210 E. Kirkwood. Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

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

Board Comments: None

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

Matt Smethurst, Engineering, presented Addendum #2 to Preliminary Engineering Contract with Shrewsberry for BHRU Infrastructure & Site Engineering Phase I East Project. See meeting packet for details.

Board Comments: None

Karon made a motion to approve Addendum #2 to Preliminary Engineering Contract with Shrewsberry for BHRU Infrastructure & Site Engineering Phase I East Project. Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

Matt Smethurst, Engineering, presented Award Contract to Milestone Contractors, LP for the Winslow Road (Walnut to Allendale) Resurfacing Project. See meeting packet for

Improvements Project

Request from F.A. Wilhelm for lane and sidewalk closures on S. Strong Drive

Request from Duke Energy for Lane Closures for the Reliability Project Phase II Tree Clearing

Right-of-Way Use Request from CoreBuilt Contracting for Placement of Dumpster at 210 E. Kirkwood

Request from AEG for Lane and Sidewalk Closures

Addendum #2 to Preliminary Engineering Contract with Shrewsberry for BHRU Infrastructure & Site Engineering Phase I East Project

Award Contract to Milestone Contractors, LP

details.

Board Comments: None

Karon made a motion to approve Award Contract to Milestone Contractors, LP for the Winslow Road (Walnut to Allendale) Resurfacing Project. Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

April Rosenberger, Public Works, presented Contract with PEI Maintenance for Installation of Diesel Exhaust Fluid (DEF) Tank. See meeting packet for details.

Board Comments: None

Karon made a motion to approve Contract with PEI Maintenance for Installation of Diesel Exhaust Fluid (DEF) Tank. Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

April Rosenberger, Public Works, presented Contract with CE Hughes Milling dba The Airmarking Company for Pavement Marking Services. See meeting packet for details.

Board Comments: None

Karon made a motion to approve Contract with CE Hughes Milling dba The Airmarking Company for Pavement Marking Services. Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

April Rosenberger, Public Works, presented Contract with Cargill, Inc. for DeIcing Salt. See meeting packet for details.

Board Comments: None

Karon made a motion to approve Contract with Cargill, Inc. for DeIcing Salt. Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

April Rosenberger, Public Works, presented Change Order #1 to Contract with Ann-Kriss, LLC. For Upgrades and Repairs to Fire Station #4. See meeting packet for details.

Board Comments: Karon noted that she would recuse from the vote.

Lloyd made a motion to approve Change Order #1 to Contract with Ann-Kriss, LLC. For Upgrades and Repairs to Fire Station #4. Cox Deckard seconded. Cox Deckard took a roll call vote, Karon abstained, motion is passed.

None.

Karon made a motion to approve claims in the amount of \$1,843,262.08. Lloyd seconded. All in favor, motion is passed.

**for the Winslow Road
(Walnut to Allendale)
Resurfacing Project**

**Contract with PEI
Maintenance for Installation
of Diesel Exhaust Fluid
(DEF) Tank**

**Contract with CE Hughes
Milling dba The
Airmarking Company for
Pavement Marking Services**

**Contract with Cargill, Inc.
for DeIcing Salt**

**Change Order #1 to
Contract with Ann-Kriss,
LLC. For Upgrades and
Repairs to Fire Station #4**

**STAFF REPORTS AND
OTHER BUSINESS**

CLAIMS

Cox Deckard called for adjournment at 6:37 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: Renewal #1 Agreement for Sidewalk Repair/Replacement Services

Petitioner/Representative: Street Department

Staff Representative: Joe Van Deventer

Meeting Date: March 28, 2023

On May 24, 2022, the Board of Public Works approved the 2022 Agreement with Groomer Construction, Inc. for Sidewalk Repair/Replacement Services, as the lowest responsive and responsible bidder. This Renewal #1 supplements that Sidewalk Repair/Replacement Services with Groomer Construction, Inc. for 2023 as agreed by both City and Groomer Construction, Inc.

Groomer Construction, Inc. **\$ 200,000.00**

City of Bloomington Contract and Purchase Justification Form

Vendor: Groomer Construction, Inc.

Contract Amount: \$ 200,000

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

PURCHASE INFORMATION

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

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

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

# 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:

Renewal #1 with Groomer Construction Agreement for Sidewalk Repair-Replacement Services for 2023.

Joe VanDeventer
Print/Type Name

Director of Street Operation
Print/Type Title

PW/Street Division
Department

Groomer Construction, Inc.
Richard Groomer
6535 W. Ison Rd.
Bloomington, Indiana 47403
Ph# 812-825-2758, Fax# 812-825-2758
e-mail: groomconst2758@yahoo.com

Date: February 20,2023

To; Street Dept
1981 S. Henderson
Bloomington, Indiana 47401

To who it may concern Groomer Construction Inc will extend their contract for city Sidewalk Services for the 2023 year.

Thank You
Richard Groomer /President
Groomer Construction Inc.

Thank You,
Richard Groomer, President
Groomer Construction, Inc.

RENEWAL #1 TO AGREEMENT FOR SIDEWALK REPAIR/REPLACEMENT SERVICES

Between the

CITY OF BLOOMINGTON

And

GROOMER CONSTRUCTION, INC.

On May 24, 2022, the Board of Public Works approved the 2022 Agreement with Groomer Construction, Inc., for Sidewalk Repair/Replacement Services, as the lowest responsive and responsible bidder. This Renewal #1 supplements that Agreement for Sidewalk Repair/Replacement Services with Groomer Construction, Inc. as follows:

1. **Article 25. RENEWAL** states the agreement maybe renewed for two additional one-year terms so long as noon of the terms and conditions herein are modified in anyway. 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.
2. Groomer Construction, Inc. provided notice to the City on February 20, 2023 of its wish to renew this Agreement.
3. The City also wishes to renew this Agreement for 2023 Sidewalk Repair/Replacement Services.
4. In all other respects, the Agreement shall remain in effect as originally written.

CITY OF BLOOMINGTON

GROOMER CONSTRUCTIONS, INC.

By: _____
Kyla Cox Deckard, President
Board of Public Works

By: _____
Richard Groomer, President

Date: _____

Date: _____

By: _____
Adam Wason, Director
Public Works Department

Date: _____

By: _____
Beth Cate, Corporation Counsel



Board of Public Works Staff Report

Project/Event: Renewal #1 Agreement for Sidewalk Assistance 50/50 Repair/Replacement Program

Petitioner/Representative: Street Department

Staff Representative: Joe Van Deventer

Meeting Date: March 28, 2023

On March 15, 2022, the Board of Public Works approved the 2022 Agreement with Groomer Construction, Inc. for Sidewalk Assistance 50/50 Repair/Replacement Program, as the lowest responsive and responsible quote. This Renewal #1 supplements that Sidewalk Assistance 50/50 Repair/Replacement Program with Groomer Construction, Inc. for 2023 as agreed by both City and Groomer Construction, Inc.

Groomer Construction, Inc. **\$ 100,000.00**

City of Bloomington Contract and Purchase Justification Form

Vendor: Groomer Construction, Inc.

Contract Amount: \$ 100,000

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

PURCHASE INFORMATION

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

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

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

	Yes	No		Yes	No
# of Submittals:			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 type="checkbox"/>			

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

On March 15, 2022, the Board of Public Works approved the 2022 Agreement with Groomer Construction, Inc. for Sidewalk Assistance 50/50 Repair/Replacement Program, as the lowest responsive and responsible quote. This Renewal #1 supplements that Sidewalk Assistance 50/50 Repair/Replacement Program with Groomer Construction, Inc. for 2023 as agreed by both City and Groomer Construction, Inc.

Joe VanDeventer

Director of Operations

PW/Street Division

Print/Type Name

Print/Type Title

Department

Groomer Construction, Inc.
Richard Groomer
6535 W. Ison Rd.
Bloomington, Indiana 47403
Ph# 812-825-2758, Fax# 812-825-2758
e-mail: groomconst2758@yahoo.com

Date: February 20,2023

To; Street Dept
1981 S. Henderson
Bloomington, Indiana 47401

To who it may concern Groomer Construction Inc will extend their contract for Sidewalk Assistance 50/50 Repair/Replacement Program for the 2023 year.

Thank You
Richard Groomer /President
Groomer Construction Inc.

Thank You,
Richard Groomer, President
Groomer Construction, Inc.

**RENEWAL #1 TO AGREEMENT FOR SIDEWALK ASSISTANCE 50/50
REPAIR/REPLACEMENT PROGRAM**

Between the

CITY OF BLOOMINGTON

And

GROOMER CONSTRUCTION, INC.

On March 15, 2022, the Board of Public Works approved the 2022 Agreement with Groomer Construction, Inc., for Sidewalk Assistance 50/50 Repair/Replacement Program, as the lowest responsive and responsible bidder. This Renewal #1 supplements that Agreement for Sidewalk Assistance 50/50 Repair/Replacement Program with Groomer Construction, Inc. as follows:

1. **Article 25. RENEWAL** states the agreement maybe renewed for two additional one-year terms so long as none of the terms and conditions herein are modified in anyway. 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.
2. Groomer Construction, Inc. provided notice to the City on February 20, 2023 of its wish to renew this Agreement.
3. The City also wishes to renew this Agreement for 2023 Sidewalk Assistance 50/50 Repair/Replacement Program.
4. In all other respects, the Agreement shall remain in effect as originally written.

CITY OF BLOOMINGTON

GROOMER CONSTRUCTIONS, INC.

By: _____
Kyla Cox Deckard, President
Board of Public Works

By: _____
Richard Groomer, President

Date: _____

Date: _____

By: _____
Adam Wason, Director
Public Works Department

Date: _____

By: _____
Beth Cate, Corporation Counsel



Board of Public Works Staff Report

Project/Event: Declaration of Surplus Fleet Vehicles
Petitioner/Representative: Michael Large, Operations Manager, DPW
Staff Representative: Michael Large
Date: March 28, 2023

Report:

The Fleet Maintenance Division purchases and provides vehicles and equipment to various City departments so that they can provide a wide range of vital municipal government services to the residents of Bloomington. These vehicles and equipment all have limited service lives determined by their type and operational duties. As these assets reach the end of their lifecycle they are reclaimed by the Fleet Maintenance Division and replaced. The Fleet Maintenance Division has several vehicles that have been placed out of service and wishes to dispose of them as surplus property via the utilization of govdeals.com, an online auctioning service. To date this collaboration with Govdeals.com has resulted in more than \$171,000 in revenue received. All revenue received from the online auction is placed directly in the City of Bloomington's Vehicle Replacement Fund for future capital vehicle purchasing needs.

Staff is requesting that the Board of Public Works declare the vehicles and equipment in Attachment A as surplus so that they can be sold on govdeals.com.

Recommendation and Supporting Justification:

Recommend Approval Denial by: *Michael Large*

**RESOLUTION 2023-17
TO DESIGNATE SURPLUS PROPERTY FOR TRANSFER**

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

WHEREAS, the Fleet Maintenance Division wishes to sell the surplus property using an Internet auction site; and

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

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

1. The City of Bloomington property described in Exhibit A is hereby declared surplus.
2. The Fleet Maintenance Division shall sell the items described using an Internet auction site within thirty (30) days of this Resolution being signed by the City of Bloomington Board of Public Works.

SO PASSED AND ADOPTED this ____ day of _____, 2023, by the City of Bloomington Board of Public Works

Kyla Cox-Deckard, President



City of Bloomington

Disposal / Surplus / Trade In Form

PAGE NO. 1 of 1

DATE: 3/24/2023

PHONE: 812-349-3494

DEPT: Department of Public Works/ Fleet Maintenance Division

LOCATION: 800 E. Miller Dr.

DEPT. HEAD / DIVISION DIRECTOR: Adam Wason./ Cory Snider

EMAIL: _____

DESCRIPTION (List Make, Model, and Year)	QTY	DECLARATION REASON (works, needs repair, not repairable, etc)	SERIAL /VIN NO.	COB ASSET #	DISPOSITION REQUESTED (Please check one)	NAME OF VENDOR/PERSON OR COMPANY THE ITEM WAS SURPLUSED OR TRADED TO	ESTIMATED VALUE	SURPLUS DATE
1. 2000 GMC K-2500 Sierra Pickup Truck	1	End of Life (EOL) Resale	1GTGK24R0YR181119	406	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GovDeals.com	\$3,125.00	
2. 2010 Dodge Ram Pickup Truck	1	End of Life (EOL) Resale	1D7CW3BK6AS177224	418	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GovDeals.com	\$6,500.00	
3. 2011 Ford F250 Super Duty Pickup w/ Snowplow	1	End of Life (EOL) Resale	1FTBF2B64BEA02652	494	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GovDeals.com	\$14,525.00	
4. 2001 GMC C8500 Jet Rodder	1	End of Life (EOL) Resale	1GDP7H1C1HJ503691	599	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GovDeals.com	\$5,000.00	
5. 1998 Chevrolet 3/4 Ton 4WD Pickup Truck	1	End of Life (EOL) Resale	1GCGK24R7WZ250899	610	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GovDeals.com	\$1,150.00	
6. 2010 Ford Ranger Pickup Truck	1	End of Life (EOL) Resale	1FTKR1AD7APA05128	613	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GovDeals.com	\$2,000.00	
7. 2012 Chevrolet Colorado 4x4 Pickup Truck	1	End of Life (EOL) Resale	1GCGTBF92C8166565	615	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GovDeals.com	\$750.00	
8. 2001 Chevrolet 3/4 Ton 2500 4WD Pickup Truck	1	End of Life (EOL) Resale	1GCGK29UX1Z209415	740	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GovDeals.com	\$2,500.00	
9. 1992 GMC 1.5 Ton TopKick Utility Truck	1	End of Life (EOL) Resale	1GDE6H1J9NJ524951	780	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GovDeals.com	\$14,500.00	
10. 2004 Chevrolet Pickup Truck	1	End of Life (EOL) Resale	1GCEC19T34Z280739	813	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GovDeals.com	\$2,500.00	
11. 1996 Chevrolet Sport Van	1	End of Life (EOL) Resale	1GAGG39K7TF10158	817	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GovDeals.com	\$4,000.00	
12. 2001 Dodge Ram Wagon Van	1	End of Life (EOL) Resale	2B5WB35Z31K536060	827	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GovDeals.com	\$1,500.00	
13.					<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
14.					<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
15.					<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
16.					<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			



Board of Public Works Staff Report

Project/Event: Granfalloon Mainstage Concert and Bloomington Handmade Market

Petitioner/Representative: Indiana University Arts & Humanities Council &
Bloomington Handmade Market

Staff Representative: April Rosenberger

Date: March 28, 2023

Event Date: Saturday, June 10th, 2023

Inspired by one of the Hoosier State's most famous authors, Granfalloon brings together musicians, artists, thinkers, and good people from all walks of life for a multi-day celebration of art, ideas, and community to kick off the summer arts scene in Bloomington. The Mainstage concert will take place on Saturday, June 10, 2023 and feature activity booths hosted by local arts groups, talks and interactive activities hosted by IU's Luddy School, and keynote reading by Meg Cabot, and a side stage performance from Girls Rock Bloomington and Bloomington Fantastics, all of which will culminate in a free outdoor concert featuring The Flaming Lips, Arrested Development, and Indigo De Souza. The festival will include new and returning partners including the City of Bloomington, Bloomington Handmade Market, Buskirk-Chumley Theater, IU Writers' Conference, Visit Bloomington, I Monroe County Public Library, and WFHB among others.

Bloomington Handmade Market is an independent craft fair featuring the work of artists, makers, and craftspersons from all over the Midwest. BHM began in 2009 and has hosted 18 markets over the past 13 years. In 2023, they will take up three city blocks to host 60+ handmade makers selling their wares. They plan to continue their partnerships with local Kirkwood businesses: MCPL, Orange Theory, Graduate Bloomington, and the BCT as well as the restaurants on Kirkwood that have already closed the streets.



**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:	Gerard Pannekoek		
Contact Phone:	(812) 855-7700	Mobile Phone:	(219) 476-5887
Title/Position:	Program Coordinator		
Organization:	Indiana University Arts and Humanities Council		
Address:	750 E Kirkwood Ave		
City, State, Zip:	Bloomington, IN 47405		
Contact E-Mail Address:	gpanneko@iu.edu		
Organization E-Mail and URL:	artsandhumanities.indiana.edu		
Org Phone No:		Fax No:	

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

Organization Name:	Bloomington Handmade Market		
Address:	116 N Walnut St		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	bloomingtonhandmademarket@gmail.com		
Phone Number:	(812) 287-8046	Mobile Phone:	(812) 345-9607
Organization Name:	Buskirk-Chumley Theater		
Address:	114 E Kirkwood Ave		
City, State, Zip:	Bloomington, IN 47408		
E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:	Monroe County Public Library		
Address:	303 E Kirkwood Ave		
City, State, Zip:	Bloomington, IN 47408		
E-Mail Address:			
Phone Number:		Mobile Phone:	

Additional community partners and supporters include: City of Bloomington, Graduate Bloomington, Visit Bloomington, Downtown Bloomington Inc., Girls Rock Bloomington, Kurt Vonnegut Museum and Library, WFHB

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 10, 2023		
Time of Event:	Date: 6/10/23	Start: 10am	Date: 6/10/23 End: 10pm
Setup/Teardown time Needed	Date: 6/9/23	Start: 3pm	Date: 6/11/23 End: 7am
Calendar Day of Week:	Saturday		
Description of Event:	<p>Granfalloon Main Stage Concert + Bloomington Handmade Market</p> <p>Inspired by one of the Hoosier State's most famous authors, Granfalloon brings together musicians, artists, thinkers, and good people from all walks of life for a multi-day celebration of art, ideas, and community to kick off the summer arts scene in Bloomington. The Main Stage concert will take place on Saturday, June 10, 2023 and feature booths hosted by local arts groups, talks and interactive activities hosted by IU's Luddy School, a keynote reading by Meg Cabot, and side stage performances from Girls Rock Bloomington and the Bloomington Fantastics, all of which will culminate in a free outdoor concert featuring The Flaming Lips, Arrested Development, and Indigo De Souza. The festival will include new and returning partners including the City of Bloomington, Bloomington Handmade Market, Buskirk-Chumley Theater, IU Writers' Conference, Visit Bloomington, Monroe County Public Library, and WFHB among others.</p> <p>Bloomington Handmade Market is an independent craft fair featuring the work of artists, makers, and craftspersons from all over the Midwest. BHM began in 2009 and has hosted 20 markets over the past 13 years. In 2023, they will take up three city blocks to host 60+ handmade makers selling their wares. They plan to continue their partnerships with local Kirkwood businesses: MCPL, Orange Theory, Graduate Bloomington, and the BCT as well as the restaurants on Kirkwood that have already closed the streets.</p>		
Expected Number of Participants:	10,000+	Expected # of vehicles (Use of Parking Spaces to close): 50+ (detailed in traffic plan)	

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
	<ul style="list-style-type: none"> 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 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 checked="" type="checkbox"/>	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input checked="" type="checkbox"/> Not applicable
<input checked="" type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input checked="" type="checkbox"/>	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 checked="" type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

7. CHECKLIST

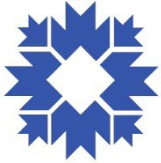
<input checked="" type="checkbox"/>	Determine type of Event
<input type="checkbox"/>	Complete application with attachment: <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Detailed Map <input checked="" type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input checked="" type="checkbox"/> Maintenance of Traffic Plan <input checked="" type="checkbox"/> Noise Permit Application (if applicable) <input type="checkbox"/> Certificate of Liability Insurance <i>See note 1 below</i> <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) <i>See note 2 below</i> <input checked="" type="checkbox"/> Waste and Recycling Plan (if applicable) <input checked="" 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 <i>See note 3 below</i>
<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)

Note 1 - A COI from Indiana University will be submitted closer to the festival date.

Note 2 - All alcohol vendors are directly responsible for obtaining all required permits, MCHD licenses, etc.

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:	Granfalloon Main Stage Concert + Bloomington Handmade Market			
Location of Event:	Kirkwood Ave (200 E - 500 E), Grant St (100 N & 100 S)			
Date of Event:	June 10, 2023	Time of Event:	Start: 10am	
Calendar Day of Week:	Saturday		End: 11pm	
Description of Event:	The Granfalloon Main Stage concert features booths hosted by local arts groups, talks and interactive activities hosted by IU's Luddy School, a keynote reading by Meg Cabot, and side stage performances from Girls Rock Bloomington and the Bloomington Fantastics, all of which will culminate in a free outdoor concert featuring The Flaming Lips, Arrested Development, and Indigo De Souza. The Bloomington Handmade Market is an independent craft fair featuring the work of artists, makers, and craftspersons from all over the Midwest. BHM began in 2009 and has hosted 20 markets over the past 13 years. In 2023, they will take up three city blocks to host 60+ handmade makers selling their wares.			
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:		

Applicant Information

Name:	Gerard Pannekoek		
Organization:	Indiana University Arts and Humanities Council	Title:	Program Coordinator
Physical Address:	750 E Kirkwood Ave, Bloomington, IN 47405		
Email Address:	gpanneko@iu.edu	Phone Number:	812-855-7700
Signature:	<i>Gerard Pannekoek</i>	Date:	3/9/2023

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

Event name: Granfalloon Main Stage Concert + Bloomington Handmade Market

Number of expected attendees: 10,000

Number of food vendors: 5-8 food trucks, local restaurants

Number of other vendors: tbd

Designated waste and recycling manager: Gerard Pannekoek

Event map: Attached to application. We will utilize current city trash containers + 15 additional waste bins, 15 additional recycling bins. IU Facility Operations will dispose of waste and recycling in additionally provided bins.

Targeted waste:

Type of waste	Collection plan
Co-mingled recyclable	Collect waste in rented bins and move to larger dumpster during/after festival; festival signs and volunteers will ensure non-recyclable waste isn't put in co-mingled recyclable bins
Non-recyclable Waste	Collect waste in rented bins and move to larger dumpster during/after festival; will use festival signage to designate non-recyclable bins

Collection and hauling system: The festival will have non-recyclable waste and co-mingled recycling bins located along Kirkwood Avenue and Grant Street. They will be spaced intermittently for easy access by attendees in all areas of the festival. We will provide signage that will clearly indicate which bins are used for waste and which bins are used for recycling. IU Facility Operations will empty the bins as needed throughout the festival, replace the bin bags, and manage the disposal of filled bags. They will also lead the cleanup effort immediately after the festival, including a street sweep.

Vendor and volunteer education and training: We are working closely with local restaurants to provide food and drink options at the festival. We will communicate directly with these restaurants about festival waste management practices. Food truck vendors will also receive information beforehand about expectations for appropriate use of the waste and recycling bins.

We will offer volunteer training prior to the festival and on-site before each volunteer shift. Festival volunteers will be trained on festival waste management practices and best practices for informing attendees of festival waste practices.

Materials and supplies: In addition to the City's waste and recycling bins, we will provide 15 waste bins, 15 recycling bins, bin bags, and signage. IU Facility Operations will empty the bins as needed throughout the festival, replace the bin bags, and manage the disposal of filled bags. Festival staff and volunteers will be equipped with protective gloves and trash pickers for waste pickup as needed.

Designation of duties: The Waste and Recycling Manager will coordinate with IU Facility Operations to ensure that collection and hauling needs are met. The Volunteer Coordinator will work with volunteers to ensure effective communication to attendees about festival waste and recycling practices.

2023 Granfalloon Outdoor Festival + Bloomington Handmade Market
Maintenance of Traffic Plan

Before Setup

- City to place “No Parking” signs on Kirkwood Ave (Blocks 200-500 E), Grant St (Blocks 100 N and 100 S), and a few designated spaces on both Washington and Lincoln Ave.

Friday Evening – Stage and tent setup

- 3pm – City to close 200-Block of E Kirkwood Ave to through traffic (if not already closed) with removable bollards and/or provided barricades; set-up road closed signage
 - Festival staff will coordinate with stage, tent, and fence drop-off teams
- Temporary “No Parking” enforced

Saturday – Continued setup, festival

- 6am – City to close 300, 400, and 500-Block of E Kirkwood Ave, 100-Block of N Grant, and 100-Block of S Grant to through traffic (if not already closed) with removable bollards and/or provided barricades
 - Festival staff will coordinate with port-a-potty rental team
- 10am – City to close alleyway access to closed areas of Kirkwood Ave and Grant Street with provided barricades; include no through traffic signage
 - Last call for vehicle drop-off
- 12pm - Close 200 E Kirkwood south sidewalk, route pedestrian traffic to north sidewalk
- Festival Staff will setup bike-rack fencing for back-stage, VIP, and Pit areas (fencing provided by IU)
- Install temporary walking ramps on Washington St around fan areas (as needed)
- Maintain 12 ft safety corridor from Dunn St to Washington St (east/west)
- Temporary “No Parking” enforced

Saturday/Sunday (immediately after concert) – Stage teardown, clean-up

- City to remove bollards/barricades on all roads and connected alleyways unless the City decides to keep them closed
- Festival staff will remove all rented equipment from streets and sidewalks
- Remove temporary walking ramps (if needed)
- City to remove “No Parking” signs

- = Barricade/Bollard
- = Stage + Backstage
- = Pit Section
- = Art Installation
- = Waste/Recycling
- = VIP Section
- = Beer Garden
- = Sidewalk/ Parking closure

Proposed Road/Sidewalk Closures:

- E Kirkwood Ave Blocks 200-500
- N Grant St 100 Block + S Grant St 100 Block
- Washington, Lincoln, and Dunn remain open
- 200 E Kirkwood south sidewalk closed, route to north sidewalk



**GRANFALLOON + BLOOMINGTON HANDMADE MARKET
JUNE 10, 2023 - EVENT MAP**

Other Notes:

- Existing restaurant infrastructure to remain
- 10'-deep tents will line Kirkwood along the curb



INDIANA UNIVERSITY

ARTS & HUMANITIES COUNCIL

Bloomington

March 13, 2023

Dear Kirkwood Area Resident or Business Owner,

I am writing to let you know that the IU Arts and Humanities Council is planning to host its annual Granfalloon festival again in early June 2023. The festival, which celebrates Bloomington as both a source of and destination for high level arts and ideas, will feature numerous events in multiple locations over the span of a few weeks and include dozens of local artists, musicians, writers, creators, and thinkers. We are excited to be working again with the Bloomington Handmade Market, the IU Writers' Conference, and an expanding list of other local organizations, for this dynamic kickoff of Bloomington's summer arts season.

On Saturday, June 10, both the Granfalloon Main Stage Concert and Bloomington Handmade Market Summer Fair will take place on Kirkwood Avenue from 10:00 am to roughly 10:00 pm. These events will require most of East Kirkwood Avenue to be closed; the 200-block for Granfalloon activities and the 300, 400, and 500-blocks for the Bloomington Handmade Market. We will also be closing the 100 N and 100 S blocks of Grant Street for partner booths. Please see the map and public meeting notice included with this letter for more information.

Thank you for your attention to this matter. I hope we can work together to make this a successful event for our community and all nearby residents, businesses, and organizations. If you have any questions or suggestions, please reach out to us at ahcounc@indiana.edu.

Sincerely,

Edward P. Dallis-Comentale

Director, IU Arts & Humanities Council
Director, Gayle Karch Cook Center for Public Arts & Humanities
Associate Vice Provost, Arts & Humanities
Professor, English

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 Granfalloon Main Stage Concert and Bloomington Handmade Market.

The Board of Public Works meeting to hear this request will be **MARCH 28, 2023**. Board of Public Works meetings are held virtually via zoom. Zoom information can be found on the Public Works web page at <https://bloomington.in.gov/boards/public-works> or you may also call 812.349.3411 for this information.

The proposal for Granfalloon Main Stage Concert and Bloomington Handmade Market will be on file and may be examined in the Public Works Office on **Friday, March 24** prior to the **Tuesday, March 28** 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: Gerard Pannekoek (IU Arts and Humanities Council)

DATE: March 3, 2023

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



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)

3/13/2023

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 Shine Insurance Agency PO BOX 5187 Bloomington IN 47407		CONTACT NAME: Jeremy Goodrich PHONE (A/C, No, Ext): (812) 679-8779 E-MAIL ADDRESS: jeremy@shineinsurance.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: SECURA INS A MUT CO	NAIC # 22543
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Bloomington Handmade Market LLC 1012 S Graywell Dr Ste B Bloomington IN 47401			

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

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			3260806	11/18/2022	11/18/2023	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000,000			
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR						AGGREGATE	\$
	EXCESS LIAB							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input checked="" type="checkbox"/> N		N/A			E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

City of Bloomington is an Additional Insured as required by written contract and as listed on Secura Policy 326086, for liability coverage.

Form CG 20 26 07 04

CERTIFICATE HOLDER **CANCELLATION**

City of Bloomington PO Box 100 Bloomington IN 47402	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 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Bloomingfoods Trust
City of Bloomington
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

Old Crescent Insurance Company / Indiana University

Certificate of Insurance

Insured
The Trustees of Indiana University
 c/o INLOCC
 2805 E. 10th St, Rm 110
 Bloomington IN 47408

03/15/2023 Certificate 7957

This certificate is issued as matter of information, only, and conveys no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Insurers Affording Coverage

Should any of the below described policies be cancelled before the expiration date thereof the issuing company and/or The Trustees of Indiana University will endeavor to mail 30 days written notice to the certificate holder named below, but failure to do so shall impose no obligation or liability of any kind upon the company or the Trustees of Indiana University, their agents or representatives.

Insurer A: Old Crescent Insurance Company
 Insurer B: Travelers
 Insurer C: Star Insurance Company
 Insurer D: StarNet Insurance Co.
 Insurer E: United Educators

Insurer F: XL Specialty Ins. Co.
 Insurer G: Columbia Casualty Co.
 Insurer H: Allied World Ass. Co.
 Insurer I: Lexington Ins. Co.
 Insurer J:

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. Aggregate limits shown may have been reduced by paid claims.

Insr Ltr	Type of Insurance	Policy Number	Policy Dates	Limits	
A	GENERAL LIABILITY Commercial General Liability – Occurrence including Contractual Excess of \$100,000 retention Includes coverage for Professional Liability excluding Medical Malpractice	GLEx-1t	02/01/2023 – 02/01/2024	Each Occurrence	\$2,000,000
				Fire Damage	\$2,000,000
				Personal & Adv Injury	\$2,000,000
				General Aggregate	\$2,000,000
				Products/Comp Ops	\$2,000,000
	Liquor Liability	\$2,000,000			
A	VEHICLE LIABILITY All licensed vehicles owned, leased, rented by or for, or driven on behalf of Indiana University (Excess of \$100,000 retention)	AEx-1t	02/01/2023 – 02/01/2024	Combined Single Limit	\$2,000,000
A	CYBER LIABILITY	CLEx-1b	02/01/2023 – 02/01/2024	Each Occurrence	\$2,000,000
E H I	EXCESS LIABILITY Layer 1 Layer 2 Layer 3	G74-67K	02/01/2023 – 02/01/2024	Aggregate	\$30,000,000
		03127174	02/01/2023 – 02/01/2024	Aggregate	\$10,000,000
		023627600	02/01/2023 – 02/01/2024	Aggregate	\$10,000,000
C	WORKERS COMPENSATION & EMPLOYERS LIABILITY (excess of \$1,000,000/claim retention)	WCE-0953273-23	02/01/2023 – 02/01/2024	Each Occurrence	Statutory + \$1M
				Employers Liability	\$1,000,000
A	PROPERTY (Incl Boiler, Flood, Earthquake) Sub-limits may apply. Excess of \$100,000 retention.	ARP-1t	02/01/2023 – 02/01/2024	Each Occurrence	\$500,000
B	EXCESS PROPERTY	KTK-CMB-5647P70-9-23	02/01/2023 – 02/01/2024	Each Occurrence	\$1 billion
F D	FINE ART (pro rata: 60% share) FINE ART (pro rata: 40% share)	UMA0010548SP23A	02/01/2023 – 02/01/2024	Each Occurrence	\$360 million
		HBB-000528-FA01	02/01/2023 – 02/01/2024	Each Occurrence	\$240 million
A	MEDICAL MALPRACTICE (coverage subject to Indiana statutes) Includes \$1 million out-of-state coverage. This includes participation in the Indiana Patient Compensation Fund with current statutory limits.	HL-1t	02/01/2023 – 02/01/2024	Statutory	\$500,000
G	EXCESS MEDICAL MALPRACTICE (out-of-state, only)	HMC 1064386826	02/01/2023 – 02/01/2024	Aggregate	\$2,000,000

Description of operations/locations/vehicles/exclusions added by endorsement/Special Provisions:

To provide proof of various insurance coverages by The Trustees of Indiana University and the IU Arts and Humanities Council for The Granfalloon Kirkwood Mainstage Concert on the dates shown below. The City of Bloomington is listed as additional insured per form CG 20 26 04 13.

Certificate Holder:
 City of Bloomington
 401 N Morton St
 BLOOMINGTON IN 47404

Authorized signature

Approved by

Kutina L. England

The signer of this document is authorized to represent the coverages of the Old Crescent Insurance Company. In addition, the signer is authorized to make representations of the other coverages outlined on this certificate of insurance based on policy information on file at the Indiana University Office of Insurance, Loss Control and Claims. Certificate of insurance for the other insurance companies indicated on this certificate may be obtained, if necessary.

Effective dates: 06/09/2023 — 06/11/2023

**CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS
RESOLUTION 2023-18**

Granfalloon Mainstage Concert and Bloomington Handmade Market

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

WHEREAS, the Granfalloon Mainstage Concert and Bloomington Handmade Market is organizing their Mainstage Concert and Summer Handmade Market, on Saturday, June 10, 2023, to take place on Kirkwood Ave and Grant Street and designated spaces on both Washington Street and Lincoln Ave ; and

WHEREAS, the Granfalloon Mainstage Concert and Bloomington Handmade Market has requested that the Board of Public Works allow them to close the 200-500 blocks of E. Kirkwood Ave, Grant Street and designated spaces on both Washington Street and Lincoln Ave. and

WHEREAS, Granfalloon Mainstage Concert and Bloomington Handmade Market 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 Granfalloon Mainstage Concert and Bloomington Handmade Market may close the 200-500 blocks of E. Kirkwood Ave, Grant Street and designated spaces on both Washington Street and Lincoln Ave. beginning at 3:00 pm Friday, June 09, 2023 until 7:00 a.m. on Sunday, June 11, 2023 for the purpose of staging the Granfalloon Mainstage Concert and Bloomington Handmade Market for the general public.
3. Granfalloon Mainstage Concert and Bloomington Handmade Market 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. Granfalloon Mainstage Concert and Bloomington Handmade Market 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.
5. The City of Bloomington will provide and set up barricades not before 3:00 p.m. on June 09, 2023. The barricades will be removed by 7:00 a.m. on Sunday, June 11, 2023.
6. Granfalloon Mainstage Concert and Bloomington Handmade Market 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.

7. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of 10:00 a.m. and 11:00 p.m. on Saturday, June 10, 2023.
8. Granfalloon Mainstage Concert and Bloomington Handmade Market shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
9. Granfalloon Mainstage Concert and Bloomington Handmade Market 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, Granfalloon Mainstage Concert and Bloomington Handmade Market, 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 28th DAY OF MARCH 2023.

BOARD OF PUBLIC WORKS:

INDIANA UNIVERSITY-
GRANFALLOON MAINSTAGE CONCERT:

Kyla Cox Deckard, President

Signature

Elizabeth Karon, Vice President

Printed Name, Title

Jennifer Lloyd, Secretary

BLOOMINGTON HANDMADE MARKET:

Signature

Date

Printed Name, Title

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
3/24/2023	Payroll				508,161.94
					<u>508,161.94</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 \$ 508,161.94

Dated this 28th 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: Approval of Change Order #2 for the Jackson Creek Trail PH II Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Roy Aten

Date: March 28th, 2023

Report: This project constructed a multiuse path from the Sare Road multiuse path at Rhorer Road, westward along Rhorer road across Jackson Creek, then northward along the creek to the south end of the existing Jackson Creek Trail in Sherwood Oaks Park. Additionally, an extension of the path along the east side of High Street from the roundabout at Rogers Road to Arden Drive, then east along Arden Drive to the existing path in southeast Park. The project was awarded to Milestone Contractors on February 10th, 2021 in the amount of \$2,429,280.00. To date there has been one change order approved for an extension of time. Change Order #2 is needed for additional storm sewer repair, as well as improvements to the driveway and path on the southern section of the trail. The Change Order will add \$39,221.00, for a final contract amount of \$2,468,501.00.

Recommendation and Supporting Justification: Staff has reviewed the Change Order and finds that it is in proper order and executed per the terms of the INDOT-LPA agreement.

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

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	Approved	02/20/2017
Design Services Contract	Approved	02/20/2018
Supplemental #1, Bridge	Approved	01/22/2019
ROW Services Contract	Approved	08/20/2019
Public Need Resolution	Approved	08/20/2019
Construction Inspection Contract	Approved	10/27/2020
Construction Letting*	Approved	02/10/2021
Change Order #1, Time Extension	Approved	10/31/2022
Change Order #2, Storm Changes	Pending	03/28/2023

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Milestone Contractors, LP

Contract Amount: \$2,429,280.00

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 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: 1			Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract was let through INDOT on 02/10/2021. This Change Order is being executed in compliance to the contract documents.
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:

Contract was awarded by INDOT and is governed through the INDOT-LPA Agreement. These Change Orders are being presented in compliance with the contract documents for the Jackson Creek Trail Phase II Project.

Award	\$2,429,280.00
Previous Change Orders	\$0.00
Change Order #3	+\$39,221.00
Final Contract	\$2,468,501.00

Roy Aten

Senior Project Manager

Engineering

Print/Type Name

Print/Type Title

Department

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

Contract Information

District:SEYMOUR DISTRICT

Contract No.: R -38353

AE:Wren, Rachel

Letting Date:02/10/2021

PE/S:Lenglade, Jon

Status:Pending

Change Order Information

Date Generated: 12/14/2022

Change Order No.: 002

Date Approved: 00/00/0000

EWA: N or Force Acct: N

Reason Code: CHANGED COND, Constructability Related

Description: Addition of concrete apron and rip-rap

Original Contract Amount	\$ 2,429,280.00	
Current Change Order Amount	\$ 39,221.00	Percent: 1.615 %
Total Previous Approved Changes	\$ 0.00	Percent: 0.000 %
Total Change To-Date	\$ 39,221.00	Percent: 1.615 %
Modified Contract Amount	\$ 2,468,501.00	

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

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

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

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

Previous Time Approved

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

SS Days_____ SP Days Value \$ _____

Revised Contract Time

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

SS Date 00/00/0000 or SP Days 0

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

Review and Approval Information

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

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

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

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

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

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

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

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

Field Engineer _____ Date _____

Comments: _____

Contract: R -38353
 Project: 1500398 - State:150039800LC5
 Change Order Nbr: 002
 Change Order Description: Addition of concrete apron and rip-rap
 Reason Code: CHANGED COND, Constructability Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0020	1500398	0020	207-08264	SYS	19.000	100.000	C	Amount:\$ 1,900.00
Item Description: SUBGRADE TREATMENT, TYPE II								
Supplemental Description1:								
Supplemental Description2:								
0041	1500398	0041	610-08446	SYS	94.000	100.000	C	Amount:\$ 9,400.00
Item Description: PCCP FOR APPROACHES, 6 IN.								
Supplemental Description1:								
Supplemental Description2:								
0044	1500398	0044	616-06405	TON	104.060	150.000	C	Amount:\$ 15,609.00
Item Description: RIPRAP, REVETMENT								
Supplemental Description1:								
Supplemental Description2:								
0045	1500398	0045	616-12248	SYS	21.060	200.000	C	Amount:\$ 4,212.00
Item Description: GEOTEXTILE FOR RIPRAP TYPE 2A								
Supplemental Description1:								
Supplemental Description2:								
0084	1500398	0084	715-05757	LFT	270.000	30.000	C	Amount:\$ 8,100.00
Item Description: PIPE EXTENSION, CIRCULAR, 36 IN.								
Supplemental Description1: , CMP								
Supplemental Description2:								

Total Value for Change Order 002 = \$ 39,221.00

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.

General or Standard Change Order Explanation

Strucutre # 25 was called out on the plans to have a 10 foot extension put on it. After it was excavated it was found that the entire pipe had been rusted out and thus needed to be replaced. A meeting with the City of Bloomington was had on site and it was brought up how much the area over the structure is prone to flooding. Because of this the City requested that the area of the path and driveway that goes over the pipe be concrete. This will be a 30 foot by 30 foot section of 6 inch PCCP. The addition of rip-rap at the pipe outlet was also needed in order to help protect the bank at the pipe outlet.

Change Order Explanation for ALL Line Item

A contract time adjustment is not required for this change.

Change Order Explanation for Specific Line Item

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

Contractor:  _____

Signed By: _____

Date: _____

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

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S _____

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
Project Engineer/Supervisor	Lenglade, Jon	00/00/0000	Action Pending



Board of Public Works

Staff Report

Project/Event: Approve Change Orders #3 for the 17th Street Multi-Use Path EAST Project

Petitioner/Representative: Engineering Department

Staff Representative: Roy Aten, Senior Project Manager

Date: 03/28/2023

Report:

This project installed a multi-use path on the north side of 17th Street from Walnut Street to Grant Street. The project was awarded to Milestone Contractors on April 4th, 2022 in the amount of \$1,192,901.58. To date there have been two change orders approved for a revised contract amount of \$1,220,408.86. Change Order #3 will be the final balancing change order and will result in a deduction of \$24,111.76, for a final contract amount of \$1,196,297.10.

City of Bloomington Contract and Purchase Justification Form

Vendor: Milestone Contractors, LP

Contract Amount: \$1,196,297.10

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: 1	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.) Contract awarded April 12th, 2022 through the Board of Public Works.	<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:

Contract was approved by the Board of Public Works on April 12th, 2022. These Change Orders are being presented in compliance with the contract documents for the 17th Street Multi-Use Path EAST Project.

Award	\$1,192,901.58
Previous Change Orders	+\$27,507.28
Change Order #3	-\$24,111.76
Final Contract	\$1,196,297.10

Roy Aten

Senior Project Manager

Engineering

Print/Type Name

Print/Type Title

Department



City of Bloomington, Indiana

Change Order Details

17th Street Multi-Use Path EAST

Description	Installation of a multi-use path, curb and ramp replacement, installation of storm sewer, and milling and resurfacing East 17th Street from North Walnut Street to North Grant Street.
Prime Contractor	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
Change Order	3
Status	Pending
Date Created	12/15/2022
Summary	Balancing Change Order for Final Payment
Change Order Description	Balancing Change Order for Final Payment
Awarded Project Amount	\$1,192,901.58
Authorized Project Amount	\$1,220,408.86
Change Order Amount	-\$24,111.76
Revised Project Amount	\$1,196,297.10

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0005	202-02278	L.F.	\$9.700	1,454.000	\$14,103.80	-168.380	-\$1,633.29	1,285.620	\$12,470.51
CURB, CONCRETE, REMOVE									
Reason: Balancing Change Order									
0007	202-52710	SYS	\$17.000	540.000	\$9,180.00	-46.250	-\$786.25	493.750	\$8,393.75
SIDEWALK CONCRETE, REMOVE									
Reason: Balancing Change Order									
0011	202-96133	L.F.	\$30.000	696.000	\$20,880.00	23.000	\$690.00	719.000	\$21,570.00
PIPE, REMOVE									
Reason: Balancing Change Order									
0013	205-12108	\$	\$1.000	10,362.830	\$10,362.83	-9,152.830	-\$9,152.83	1,210.000	\$1,210.00
STORM WATER MANAGEMENT BUDGET									
Reason: Balancing Change Order									
0016	207-08264	SYS	\$34.000	781.000	\$26,554.00	-126.560	-\$4,303.04	654.440	\$22,250.96
SUBGRADE TREATMENT, TYPE II									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Reason: Balancing Change Order									
0017	207-08268	SYS	\$47.000	432.000	\$20,304.00	-118.190	-\$5,554.93	313.810	\$14,749.07
SUBGRADE TREATMENT, TYPE IV									
Reason: Balancing Change Order									
0018	207-09895	SYS	\$20.000	776.000	\$15,520.00	-108.030	-\$2,160.60	667.970	\$13,359.40
SUBGRADE TREATMENT, TYPE V									
Reason: Balancing Change Order									
0020	211-09265	C.Y.	\$44.000	358.000	\$15,752.00	64.700	\$2,846.80	422.700	\$18,598.80
STRUCTURE BACKFILL, TYPE 2									
Reason: Balancing Change Order									
0022	211-09268	C.Y.	\$375.000	19.000	\$7,125.00	-19.000	-\$7,125.00	0.000	\$0.00
STRUCTURE BACKFILL, TYPE 5									
Reason: Balancing Change Order									
0023	214-11796	SYS	\$5.000	714.000	\$3,570.00	81.700	\$408.50	795.700	\$3,978.50
GEOGRID, TYPE IB									
Reason: Balancing Change Order									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0024	301-12234	C.Y.	\$95.000	176.000	\$16,720.00	-39.770	-\$3,778.15	136.230	\$12,941.85
COMPACTED AGGREGATE NO 53									
Reason: Balancing Change Order									
0025	302-07455	C.Y.	\$195.000	92.000	\$17,940.00	14.370	\$2,802.15	106.370	\$20,742.15
DENSE GRADED SUBBASE									
Reason: Balancing Change Order									
0026	304-12623	TON	\$300.000	117.000	\$35,100.00	30.480	\$9,144.00	147.480	\$44,244.00
HMA FULL DEPTH PATCHING, TYPE B									
Reason: Balancing Change Order									
0027	305-11779	SYS	\$200.000	51.000	\$10,200.00	40.080	\$8,016.00	91.080	\$18,216.00
PCC BASE PATCHING, 7 IN.									
Reason: Balancing Change Order									
0029	402-00001	TON	\$125.000	361.000	\$45,125.00	-52.500	-\$6,562.50	308.500	\$38,562.50
HMA SURFACE, TYPE B, 9.5 MM									
Reason: Balancing Change Order									
0030	401-10258	L.F.	\$0.600	3,662.000	\$2,197.20	-2,488.000	-\$1,492.80	1,174.000	\$704.40
JOINT ADHESIVE, SURFACE									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Reason: Balancing Change Order									
0031	401-10259	L.F.	\$1.500	2,762.000	\$4,143.00	-2,762.000	-\$4,143.00	0.000	\$0.00
JOINT ADHESIVE, INTERMEDIATE									
Reason: Balancing Change Order									
0032	401-11785	L.F.	\$0.400	3,662.000	\$1,464.80	-3,662.000	-\$1,464.80	0.000	\$0.00
LIQUID ASPHALT SEALANT									
Reason: Balancing Change Order									
0033	402-07451	TON	\$145.000	46.000	\$6,670.00	5.470	\$793.15	51.470	\$7,463.15
HMA WEDGE AND LEVEL, TYPE B									
Reason: Balancing Change Order									
0034	406-05521	TON	\$700.000	2.200	\$1,540.00	-2.200	-\$1,540.00	0.000	\$0.00
ASPHALT FOR TACK COAT									
Reason: Balancing Change Order									
0035	502-11543	SYS	\$68.000	550.000	\$37,400.00	-4.490	-\$305.32	545.510	\$37,094.68
PCCP, 4 IN.									
Reason: Balancing Change Order									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0037	604-06070	SYS	\$145.000	132.000	\$19,140.00	-0.110	-\$15.95	131.890	\$19,124.05
SIDEWALK, CONCRETE, 4"									
Reason: Balancing Change Order									
0038	604-08086	SYS	\$225.000	106.000	\$23,850.00	12.940	\$2,911.50	118.940	\$26,761.50
CURB RAMP, CONCRETE, 9 IN.									
Reason: Balancing Change Order									
0039	604-12083	SYS	\$500.000	17.000	\$8,500.00	3.400	\$1,700.00	20.400	\$10,200.00
DETECTABLE WARNING SURFACES									
Reason: Balancing Change Order									
0040	604-44251	C.Y.	\$6,500.000	2.000	\$13,000.00	1.000	\$6,500.00	3.000	\$19,500.00
STEPS, CONCRETE									
Reason: Balancing Change Order									
0041	605-06090	L.F.	\$62.000	215.000	\$13,330.00	43.000	\$2,666.00	258.000	\$15,996.00
CURB, INTEGRAL CONCRETE									
Reason: Balancing Change Order									
0042	605-06105	L.F.	\$59.000	127.000	\$7,493.00	25.400	\$1,498.60	152.400	\$8,991.60
CURB, INTEGRAL CONCRETE, MODIFIED									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Reason: Balancing Change Order									
0043	605-06120	L.F.	\$72.000	175.000	\$12,600.00	37.000	\$2,664.00	212.000	\$15,264.00
CURB, CONCRETE									
Reason: Balancing Change Order									
0044	605-06125	L.F.	\$115.000	53.000	\$6,095.00	13.000	\$1,495.00	66.000	\$7,590.00
CURB, CONCRETE, MODIFIED									
Reason: Balancing Change Order									
0045	605-06155	L.F.	\$57.000	635.000	\$36,195.00	96.000	\$5,472.00	731.000	\$41,667.00
CURB AND GUTTER, CONCRETE, MODIFIED									
Reason: Balancing Change Order									
0046	610-07487	TON	\$225.000	131.000	\$29,475.00	0.360	\$81.00	131.360	\$29,556.00
HMA FOR APPROACHES, TYPE B									
Reason: Balancing Change Order									
0047	610-08446	SYS	\$160.000	49.000	\$7,840.00	-2.500	-\$400.00	46.500	\$7,440.00
PCCP FOR APPROACHES, 6 IN. MOD. JOINTING									
Reason: Balancing Change Order									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0048	610-09108	SYS	\$155.000	476.000	\$73,780.00	40.750	\$6,316.25	516.750	\$80,096.25
PCCP FOR APPROACHES, 9 IN. MOD. JOINTING									
Reason: Balancing Change Order									
0049	621-06567	M.G.	\$10.000	2.200	\$22.00	-2.200	-\$22.00	0.000	\$0.00
WATER									
Reason: Balancing Change Order									
0050	621-06575	SYS	\$5.750	553.000	\$3,179.75	199.000	\$1,144.25	752.000	\$4,324.00
SODDING, NURSERY									
Reason: Balancing Change Order									
0052	628-09401	MONTH	\$2,200.000	12.000	\$26,400.00	-12.000	-\$26,400.00	0.000	\$0.00
FIELD OFFICE, A									
Reason: Balancing Change Order									
0057	715-05053	L.F.	\$11.500	20.000	\$230.00	34.000	\$391.00	54.000	\$621.00
PIPE, UNDERDRAIN, OUTLET 6IN.									
Reason: Balancing Change Order									
0058	715-05149	L.F.	\$100.000	69.000	\$6,900.00	27.000	\$2,700.00	96.000	\$9,600.00
PIPE, TYPE 2, CIRCULAR, 12 IN.									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

Reason: Balancing Change Order

0065	720-12797	EACH	\$1,400.000	5.000	\$7,000.00	1.000	\$1,400.00	6.000	\$8,400.00
CASTING, INLET, ADJUST TO GRADE									

Reason: Balancing Change Order

0066	720-12798	EACH	\$1,900.000	4.000	\$7,600.00	1.000	\$1,900.00	5.000	\$9,500.00
CASTING, MANHOLE, ADJUST TO GRADE									

Reason: Balancing Change Order

0074	720-97317	EACH	\$3,400.000	1.000	\$3,400.00	1.000	\$3,400.00	2.000	\$6,800.00
INLET, F2									

Reason: Balancing Change Order

0077	801-01504	EACH	\$250.000	1.000	\$250.00	-1.000	-\$250.00	0.000	\$0.00
TEMPORARY PAVEMENT MESSAGE MARKING, LANE INDICATION ARROW									

Reason: Balancing Change Order

0078	801-02595	EACH	\$1,000.000	2.000	\$2,000.00	-2.000	-\$2,000.00	0.000	\$0.00
CONTROLLER RESET TIMING									

Reason: Balancing Change Order

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0080	801-06203	L.F.	\$1.550	500.000	\$775.00	-500.000	-\$775.00	0.000	\$0.00
TEMPORARY PAVEMENT MARKING, 4 IN.									
Reason: Balancing Change Order									
0081	801-06207	L.F.	\$1.400	1,100.000	\$1,540.00	680.000	\$952.00	1,780.000	\$2,492.00
TEMPORARY PAVEMENT MARKING, REMOVABLE, 4 IN.									
Reason: Balancing Change Order									
0082	801-06208	L.F.	\$2.400	400.000	\$960.00	-151.000	-\$362.40	249.000	\$597.60
TEMPORARY PAVEMENT MARKING, REMOVABLE, 5 IN. (Black Tape)									
Reason: Balancing Change Order									
0083	801-06211	EACH	\$275.000	5.000	\$1,375.00	-5.000	-\$1,375.00	0.000	\$0.00
TEMPORARY PAVEMENT MESSAGE MARKING, REMOVABLE, LANE INDICATION ARROW									
Reason: Balancing Change Order									
0084	801-06217	L.F.	\$2.400	200.000	\$480.00	-200.000	-\$480.00	0.000	\$0.00
TEMPORARY TRANSVERSE PAVEMENT MARKING, REMOVABLE, 6 IN.									
Reason: Balancing Change Order									
0085	801-06577	L.F.	\$14.950	100.000	\$1,495.00	-100.000	-\$1,495.00	0.000	\$0.00
TEMPORARY PAVEMENT MARKING, REMOVABLE, 24 IN.									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Reason: Balancing Change Order									
0086	801-06625	EACH	\$146.000	10.000	\$1,460.00	1.000	\$146.00	11.000	\$1,606.00
DETOUR ROUTE MARKER ASSEMBLY									
Reason: Balancing Change Order									
0087	801-06640	EACH	\$180.000	50.000	\$9,000.00	-23.000	-\$4,140.00	27.000	\$4,860.00
CONSTRUCTION SIGN, A									
Reason: Balancing Change Order									
0088	801-06645	EACH	\$81.000	45.000	\$3,645.00	-4.000	-\$324.00	41.000	\$3,321.00
CONSTRUCTION SIGN, B									
Reason: Balancing Change Order									
0090	801-07118	L.F.	\$14.000	96.000	\$1,344.00	-16.000	-\$224.00	80.000	\$1,120.00
BARRICADE, III-A									
Reason: Balancing Change Order									
0091	801-07119	L.F.	\$15.000	70.000	\$1,050.00	130.000	\$1,950.00	200.000	\$3,000.00
BARRICADE, III-B									
Reason: Balancing Change Order									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0092	801-07612	L.F.	\$13.600	100.000	\$1,360.00	-100.000	-\$1,360.00	0.000	\$0.00
TEMPORARY PAVEMENT MARKING, 24 IN.									
Reason: Balancing Change Order									
0093	801-94295	EACH	\$1,000.000	2.000	\$2,000.00	-2.000	-\$2,000.00	0.000	\$0.00
SIGNAL HEAD, RELOCATE									
Reason: Balancing Change Order									
0094	802-05701	L.F.	\$50.000	30.000	\$1,500.00	-30.000	-\$1,500.00	0.000	\$0.00
SIGN POST, SQUARE TYPE 1 REINFORCED ANCHOR BASE									
Reason: Balancing Change Order									
0095	802-07060	EACH	\$150.000	1.000	\$150.00	-1.000	-\$150.00	0.000	\$0.00
SIGN, SHEET, RELOCATE									
Reason: Balancing Change Order									
0096	802-09838	S.F.	\$50.000	7.000	\$350.00	-7.000	-\$350.00	0.000	\$0.00
SIGN, SHEET, WITH LEGEND, 0.080 IN.									
Reason: Balancing Change Order									
0097	808-03439	L.F.	\$10.050	323.000	\$3,246.15	-51.000	-\$512.55	272.000	\$2,733.60
TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Reason: Balancing Change Order									
0098	808-06703	L.F.	\$1.300	115.000	\$149.50	65.000	\$84.50	180.000	\$234.00
LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.									
Reason: Balancing Change Order									
0099	808-75245	L.F.	\$1.300	2,282.000	\$2,966.60	-294.000	-\$382.20	1,988.000	\$2,584.40
LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.									
Reason: Balancing Change Order									
0100	808-75297	L.F.	\$10.050	71.000	\$713.55	20.000	\$201.00	91.000	\$914.55
TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.									
Reason: Balancing Change Order									
0101	808-75300	L.F.	\$2.550	143.000	\$364.65	53.000	\$135.15	196.000	\$499.80
TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 6 IN.									
Reason: Balancing Change Order									
64 items			Totals		\$666,055.83		-\$24,111.76		\$641,944.07

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

Brent Foster
Digitally signed by Brent Foster
DN: C=US,
E=brent.foster@milestonelp.com,
O=Milestone, OU=Milestone,
CN=Brent Foster
Date: 2023.03.06 15:57:22-0500'

Engineer

Contractor

Board of Public Works

General Superintendent

Title

Title

Title

3-6-23

Date

Date

Date



Board of Public Works Staff Report

Project/Event:	Request from Scannell Properties for sidewalk closures
Staff Representative:	Jason Kerr
Petitioner/Representative:	Craig Miller, Scannell Properties
Date:	March 28, 2023

Report: Scannell Properties is building a new mixed use project at 2851 E Longview Dr. Scannell had requested closures of the sidewalks adjacent to their site from November 24, 2021 to May 1, 2023. Scannell is currently requesting an extension for these closures from May 2, 2023 through August 11, 2023. The request is to provide separation and protection for pedestrians and the construction area. The sidewalks included are the following:

- The east side of E 7th St north of E Longview Dr
- The north side of E Longview Dr from E 7th St to N Pete Ellis Dr.
- The east side of N Pete Ellis Dr north of E Longview Dr.

Scannell has provided detailed maintenance of traffic plans, and have sent notifications to adjacent properties.



Headquarters

8801 River Crossing Blvd.
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Indianapolis, IN 46240
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fax:317.843.5957

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March 15, 2023

Re: Scannell Multifamily Project – Temporary Sidewalk Restrictions on North Pete Ellis Dr., 7th St., and Longview Ave.

Dear Neighbor:

Scannell Properties is building a mixed-use project at 2851 East Longview Avenue. In order to facilitate the ongoing construction and completion of the project, and ensure the safety of both the general public and the construction personnel, Scannell is working with the City of Bloomington to continue the temporary closure of the adjacent sidewalks west of Pete Ellis Dr., east of 7th St., and north of Longview Ave. for the duration of the project. We anticipate the project will finish this August.

Scannell is working with the City of Bloomington Engineering department to limit the impact to you and your neighbors, and we will be discussing our ongoing plans in more detail during the upcoming Board of Public Works meeting on Tuesday, March 28, 2023 at 5:30p. If you wish to attend in person, the meeting will be held in the Council Chambers at City Hall, 401 N. Morton Street. Alternatively, please also find information on joining the meeting remotely on the reverse of this letter.

Kind Regards,

Craig Miller
Vice President of Project Management

Cc: Paul Kehrberg – City of Bloomington Engineering
Tyler Curry – Curry Urban Properties
Tom Jasin – Development Manager, Scannell Properties
Chris Junken – Project Manager, Shiel Sexton
Dave Lawrence – Superintendent, Shiel Sexton

Join Zoom Meeting

<https://bloomington.zoom.us/j/83723325966?pwd=VzZSZVRmWnJwSmNTQStMUWI1dVEzdz09>

Meeting ID: 837 2332 5966

Passcode: 723915

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 646 931 3860 US

+1 929 205 6099 US (New York)

+1 564 217 2000 US

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 689 278 1000 US

+1 719 359 4580 US

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

Meeting ID: 837 2332 5966

Passcode: 723915

Find your local number: <https://bloomington.zoom.us/j/83723325966?pwd=VzZSZVRmWnJwSmNTQStMUWI1dVEzdz09>



Headquarters

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March 15, 2023

Via Electronic Delivery

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

Re: Scannell Multifamily Project – Sidewalk Restrictions on North Pete Ellis Dr., 7th St., and Longview Ave.

Dear Board Members:

Scannell Properties (Scannell) is building a mixed-use project at 2851 East Longview Avenue. In order to facilitate the ongoing construction and completion of this project, Scannell is respectfully requesting the ongoing temporary closure of the adjacent sidewalks west of Pete Ellis Dr., east of 7th St., and north of Longview Ave., in accordance with the attached Maintenance of Traffic plan. Scannell is requesting the sidewalk closures through August 11, 2023.

Scannell will coordinate with the City of Bloomington, City of Bloomington Utilities, law enforcement, and transit providers to assure that this closure information is well communicated. Therefore, Scannell respectfully requests that the Board of Public Works approves the restrictions and closures referenced above through August 11, 2023.

Kind Regards,

Craig Miller
Vice President of Project Management

Cc: Paul Kehrberg – City of Bloomington Engineering
Tom Jasin – Development Manager, Scannell Properties
Chris Junken – Project Manager, Shiel Sexton
Dave Lawrence – Superintendent, Shiel Sexton



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: 2851 E. Longview

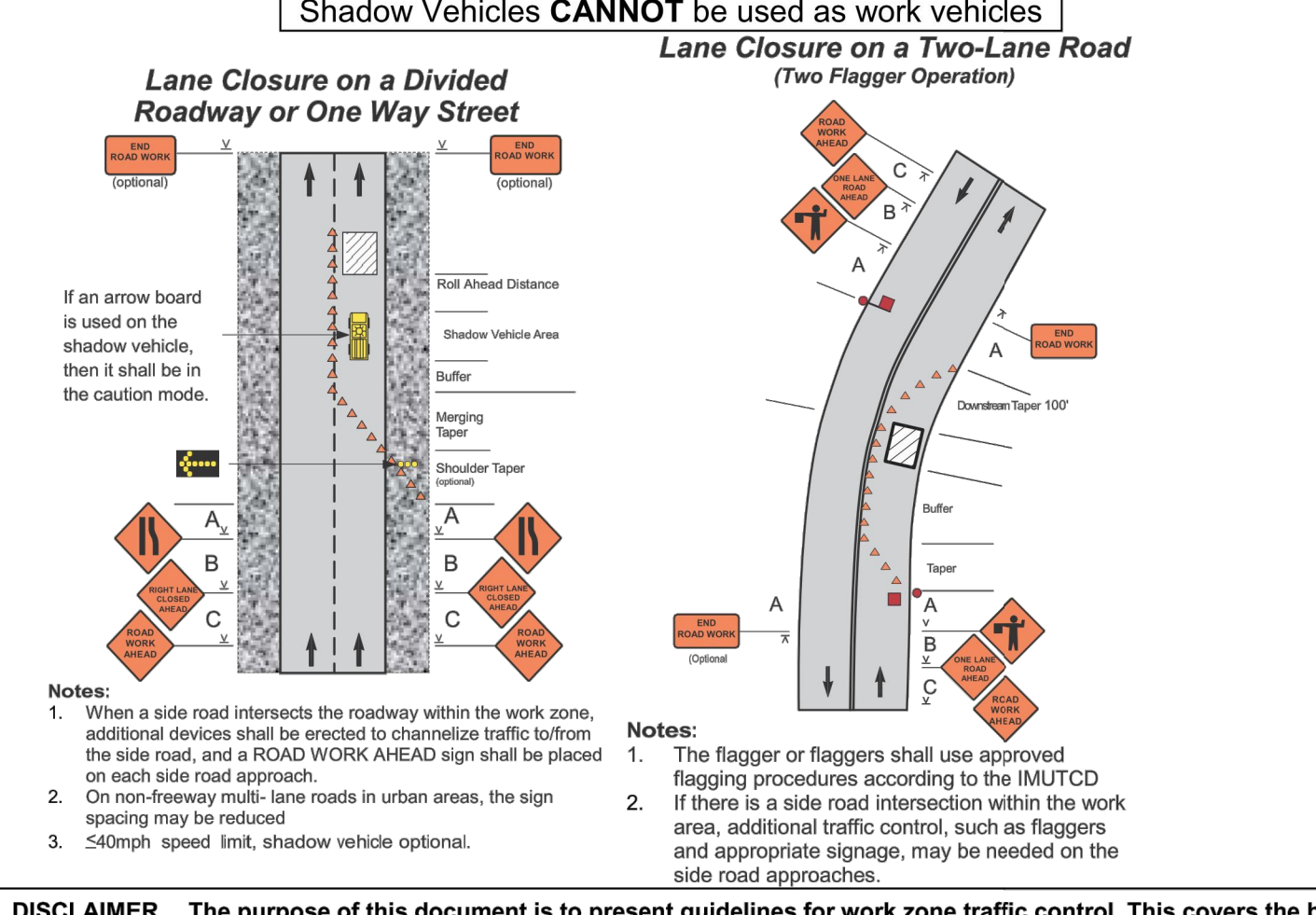
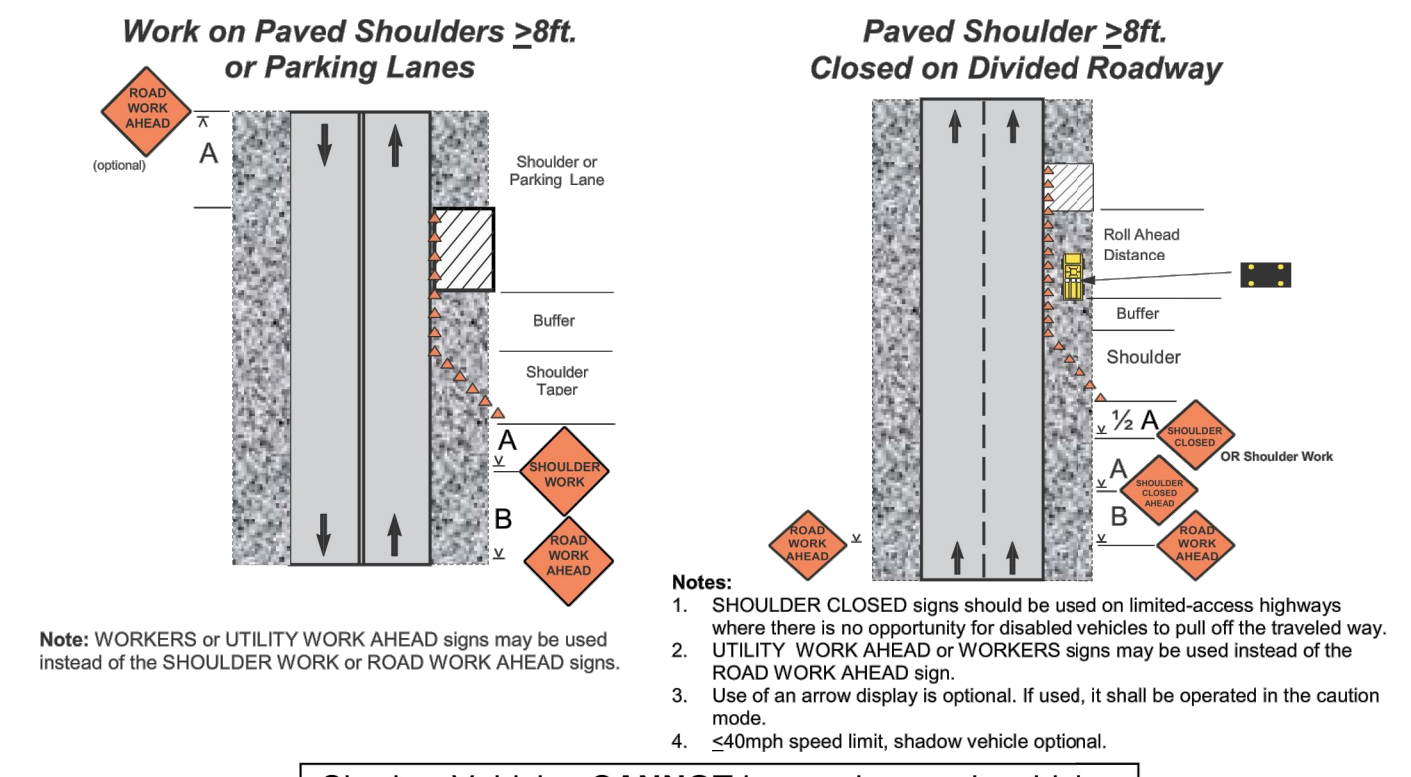
A. APPLICANT/AGENT INFORMATION:		D. TRAFFIC CONTROL DEVICES*: <u>Per MOT Plan</u>	
APPLICANT NAME: <u>Chris Junken</u>		<input type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD	
E-MAIL: <u>cjunken@shielsexton.com</u>		<input type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES	
COMPANY: <u>Shiel Sexton Co.</u>		<input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER	
ADDRESS: <u>902 N. Capitol Ave.</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>Indianapolis, IN 46204</u>			
24-HR EMERGENCY CONTACT NAME: <u>Dave Lawrence</u>		E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
24-HR CONTACT PHONE #: <u>(317) 710-4835</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>Attached</u> COMPANY: <u>Shiel Sexton</u>		F. IS THIS A <input checked="" type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?	
BOND #*: <u>Attached</u> COMPANY: <u>Shiel Sexton</u>		PROJECT NAME: <u>Bloomington Multi-Family</u>	
*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED		PROJECT #: <u>21126</u>	
SUBCONTRACTOR INFORMATION		PROJECT MGR.: <u>Chris Junken</u>	
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)		PROJECT MGR. #: <u>(317) 557-2915</u>	
COMPANY NAME: <u>Reed & Sons Inc.</u>		*CBU - CITY OF BLOOMINGTON UTILITIES *COUNTY - MONROE COUNTY *IU - INDIANA UNIVERSITY *NP - NOT-FOR-PROFIT AGENCY	
B. WORK DESCRIPTION:		G. EXCAVATIONS: <u>Per MOT Plan</u>	
<input type="checkbox"/> POD/DUMPSTER <input checked="" type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE*		SQ FT OF PAVEMENT* EXCAVATIONS:	
(EXPLAIN): <u>Use to safely construct project</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:	
C. RIGHT OF WAY TO BE USED/CLOSED:		*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE	
STREET NAME 1: <u>Per attached MOT sheet</u>		LINEAL FT OF BORE*:	
1ST INTERSECTING STREET NAME: _____		*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS	
2ND INTERSECTING STREET NAME: _____		# OF POLE INSTALLATIONS/REMOVAL: _____	
<input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>		SQ FT OF SIDEWALK RECONSTRUCTION*:	
<input 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*:	
START DATE: <u>5/2/2023</u> END DATE: <u>8/11/2023</u> # OF DAYS*: <u>102</u>		*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE	
STREET NAME 2: _____		#RESIDENTIAL DRIVEWAY INSTALLATION: _____	
1ST 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.	
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>Chris Junken</u>	
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW		SIGNATURE: _____	
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM		DATE: <u>3/15/2023</u>	
STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input checked="" type="checkbox"/>			
REQUESTED CLOSURE HOURS: <u>12:00</u> AM - <u>11:59</u> PM			
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process 24 hours			
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: _____

Indiana Department Of Transportation Permit Section Traffic Control Quick Reference Guide



DISCLAIMER: The purpose of this document is to present guidelines for work zone traffic control. This covers the basic requirements set forth in Part VI of the Indiana Manual on Uniform Traffic Control Devices (MUTCD) as it pertains to Right-Of-Way Permit work. Any changes or additions of traffic control of protection can be requested per the INDOT District Permit Sections. This document MUST accompany the Right-Of-Way Permit Application.

Legend

- Channelizing Device
- Portable Sign Support
- Work Area
- Arrow Board Display
- Arrow Board Display Symbol
- Warning Sign
- Flagger Symbol
- Shadow Vehicle With Flashing Light

Flagger Standards and Procedures

If flaggers are used they must be properly trained and equipped at all times.

Only 24" Diameter Stop/Slow paddles are allowed while flagging on State Right-Of-Way

Acceptable Channelizing Devices

- Stripes on barricade rails slope downward at an angle of 45 degrees toward the direction traffic is to pass.
- Barricade rail stripe widths shall be 6 inches except where rail lengths are less than 36 inches, then 4 inch wide stripes may be used.
- The sides of barricades facing traffic shall have retroreflective rail faces.
- All channelizing devices shall meet AASHTO Manual for Assessing Safety Hardware (MASH) Requirements.

Sign Spacing (feet)

Speed (mph)	25-30 mph	35-40 mph	45-55 mph	Multilane Divided Freeway	Expressway/Freeway
A	100	350	500	1000	1000
B	100	350	500	1600	1600
C	100	350	500	2640	2640

Guidelines for Buffer Lengths and Distance of Flagging Station in Advance of the Workspace

Speed (mph)	MUTCD Based Buffer Length (ft)	Optional Buffer Length (ft)	Number of Skips
20	115	120	3
25	155	160	4
30	200	200	5
35	250	280	7
40	305	320	8
45	360	360	9
50	425	440	11
55	495	520	13
60	570	600	15
65	645	690	17
70	730	760	19

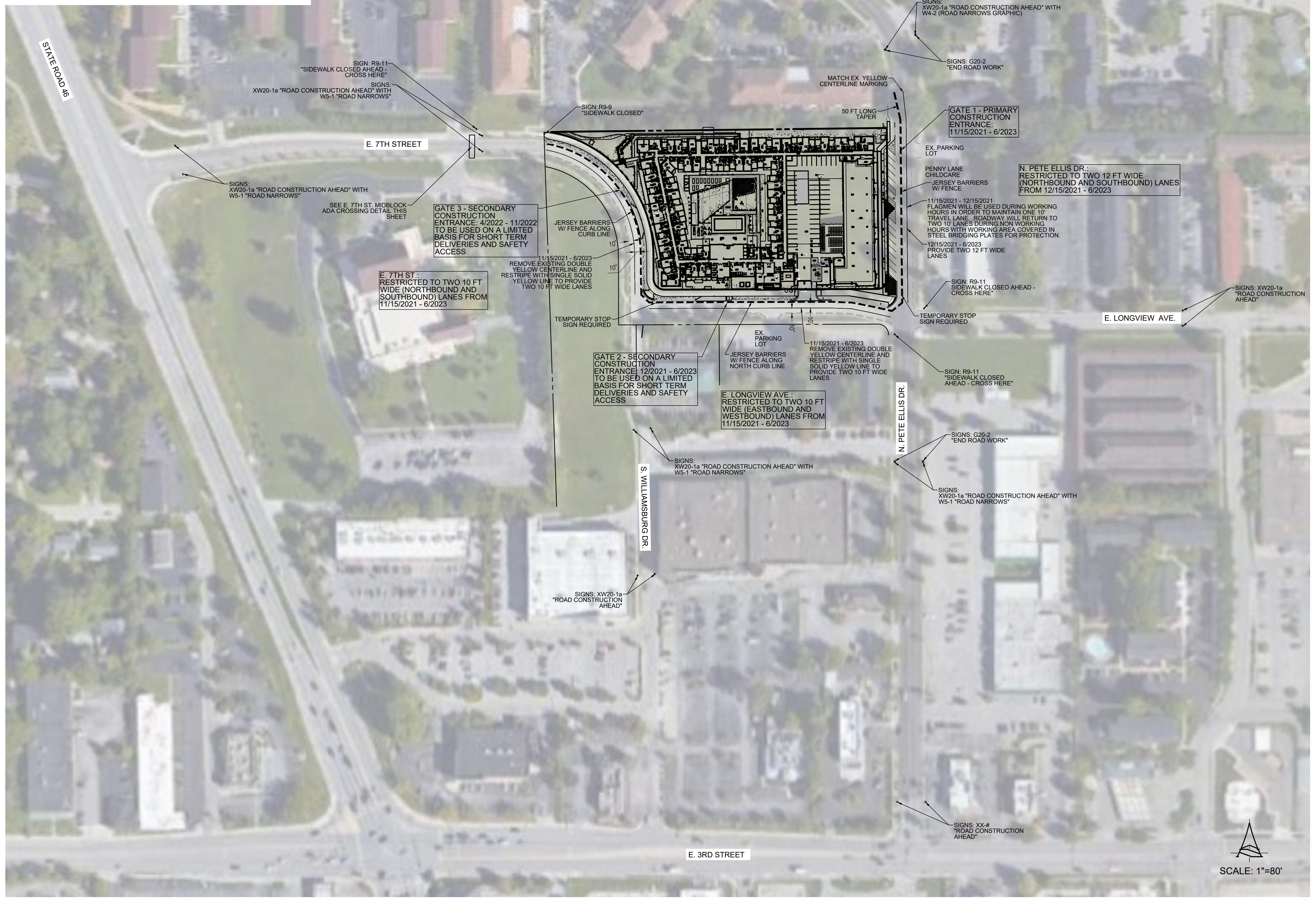
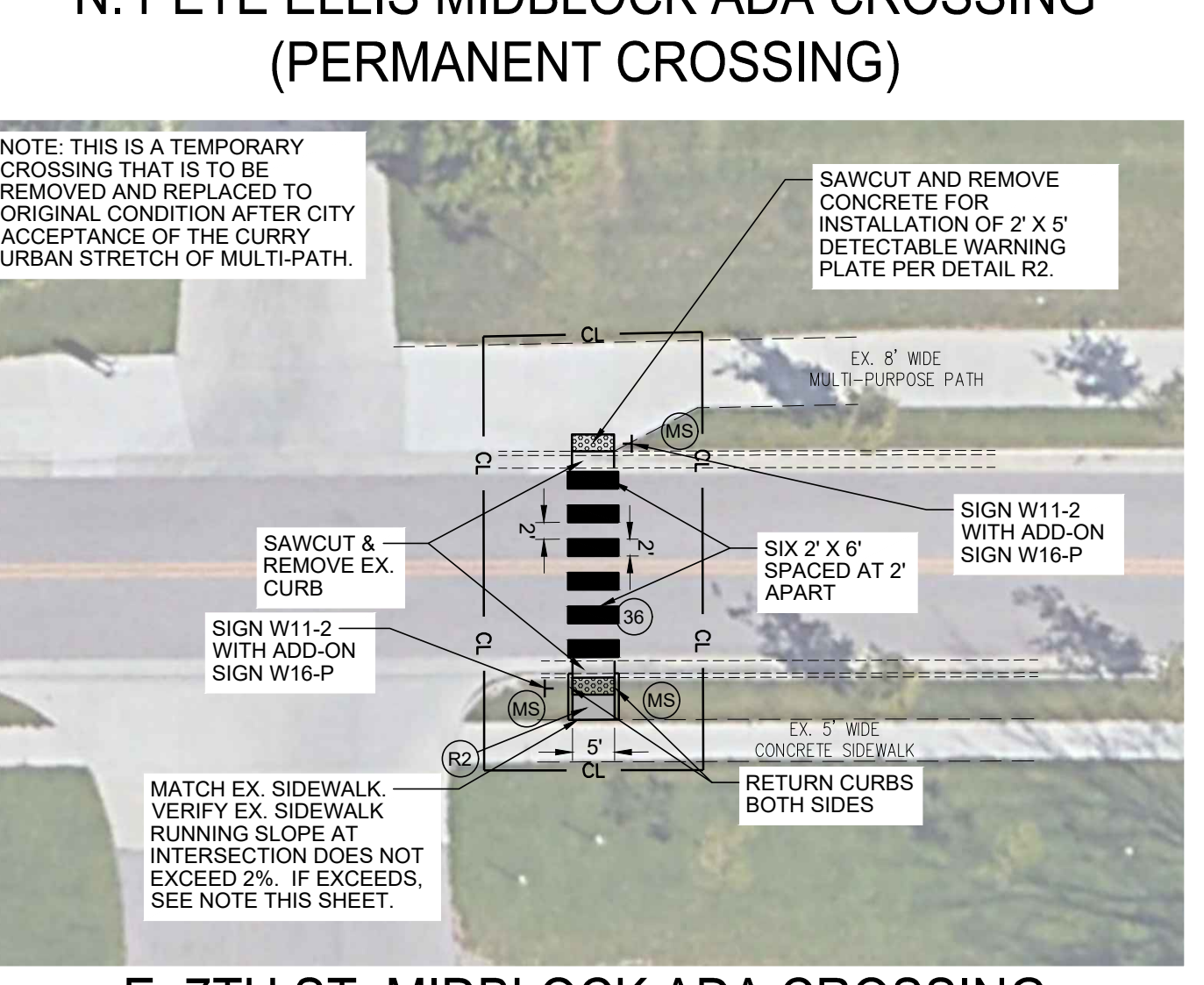
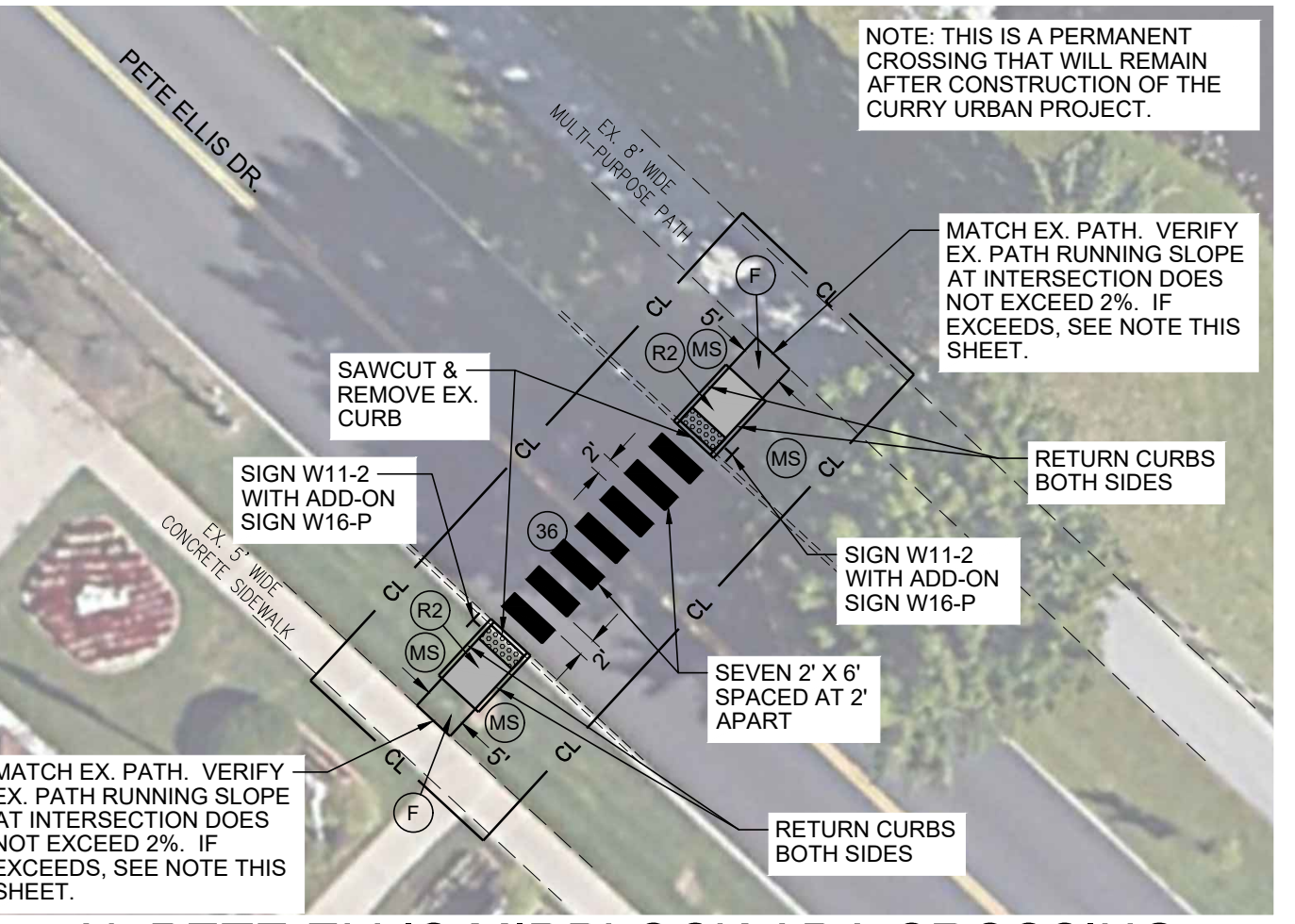
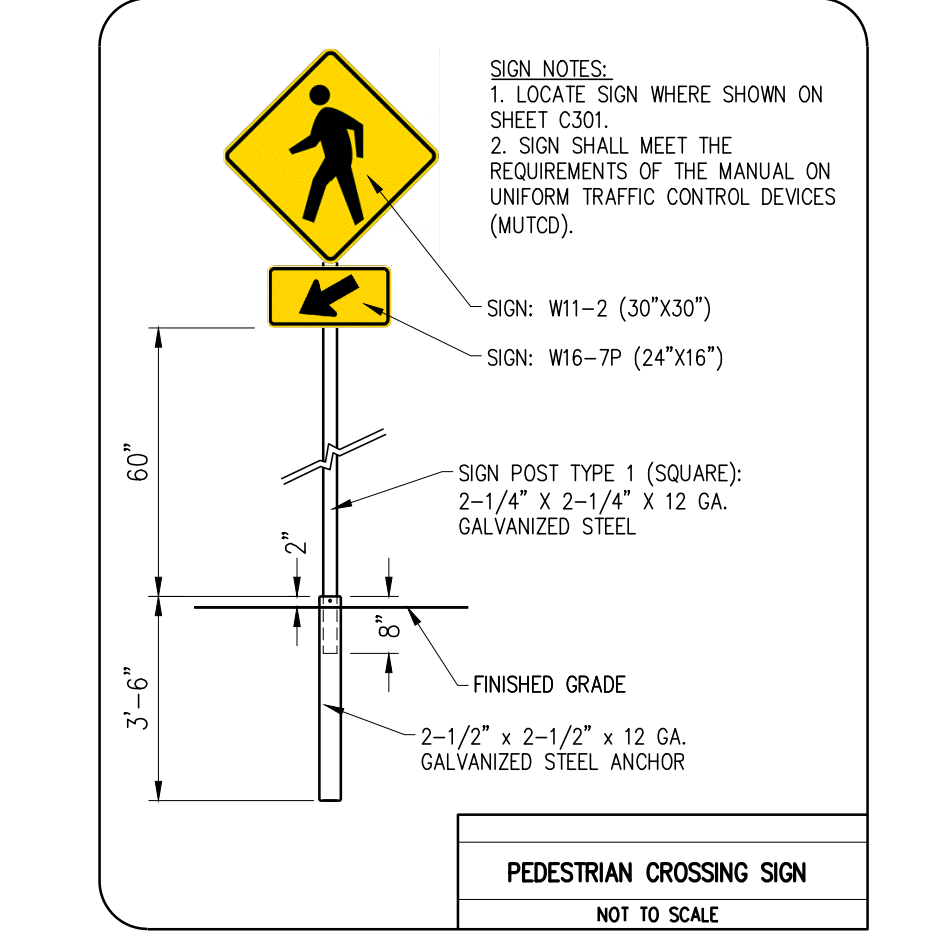
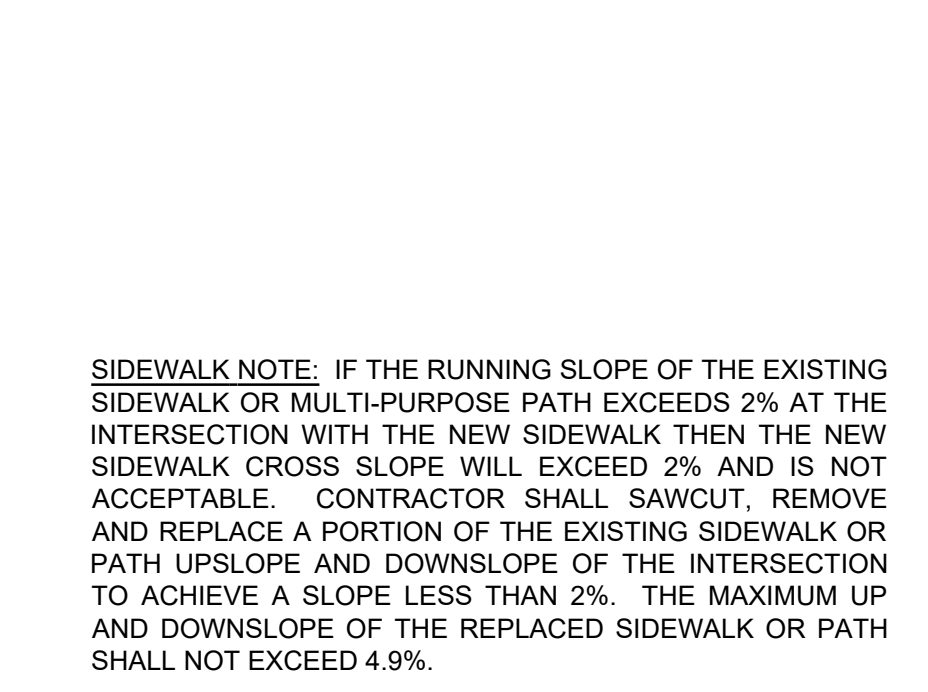
Roll-ahead Distances

Speed	Stationary	Mobile
< 45 mph	100 ft	150 ft
50 - 55 mph	150 ft	200 ft
60 - 65 mph	200 ft	275 ft
70 mph	225 ft	325 ft



MAINTENANCE OF TRAFFIC NOTES

- CONTRACTOR TO FOLLOW INDIANA DEPARTMENT OF TRANSPORTATION PERMIT SECTION TRAFFIC CONTROL QUICK REFERENCE GUIDE ON THIS SHEET (WORK ON PAVED SHOULDERS >8FT) FOR CONSTRUCTION SIGNAGE, CHANNELIZATION AND TAPERS. SEE TYPICAL CROSS SECTION ON THIS SHEET AS WELL FOR TEMPORARY STRIPING, BARRELS WITHIN CONSTRUCTION AREA, AND REQUIRED LANES TO REMAIN OPEN DURING CONSTRUCTION.
- BRIDGING NOTE: WHEN BACKFILLING OPERATIONS OF AN EXCAVATION ACROSS A TRAFFIC LANE CANNOT BE COMPLETED WITHIN A WORKDAY, STEEL PLATE BRIDGING WITH NON-SKID SURFACE AND SHORING WILL BE REQUIRED TO PRESERVE VEHICLE TRAFFIC FLOW. BRIDGING SHALL BE SECURED BY THE USE OF CLEATS, DOWELS AND/OR SHIMS TO PREVENT MOVEMENT AND PROVIDE SMOOTH TRANSITIONS.
- FLASHING WARNING LIGHTS AND/OR FLAGS MAY BE USED TO CALL ATTENTION TO THE ADVANCE WARNING SIGNS.
- WHEN USED, THE "BE PREPARED TO STOP" SIGN SHOULD BE LOCATED BETWEEN THE "FLAGGER" SIGN AND THE "ONE LANE ROAD" SIGN.
- AT NIGHT, FLAGGER STATIONS SHALL BE ILLUMINATED, EXCEPT IN EMERGENCIES.





Board of Public Works Staff Report

Project/Event: Atlantic Engineering Group (AEG)
Staff Representative: Jason Kerr
Petitioner/Representative: Bret Simons
Date: March 28, 2023

Report: AEG is requesting lane closures and sidewalk closures in multiple locations of their project work areas. This request is to accommodate work on fiber installation via boring and aerial fiber installation. The traffic control would be in place from March 31st through end of project, which we're estimating to be 4 weeks per project area.

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

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

N Hay St	North to south, this is between W 17 th St and W 8 th St West to east, this is between N Hay St and N Fairview St
E Benson Ct	North to south, this is between E Heather Dr and E Benson Ct West to east, this is between E Emilie Ct and S Jamie Ln
E Hickory Stick Dr	North to south, this is between E Azalea Ln & E Winslow Farm Dr West to east, this is between S Walnut St and S Olde Mill Dr



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

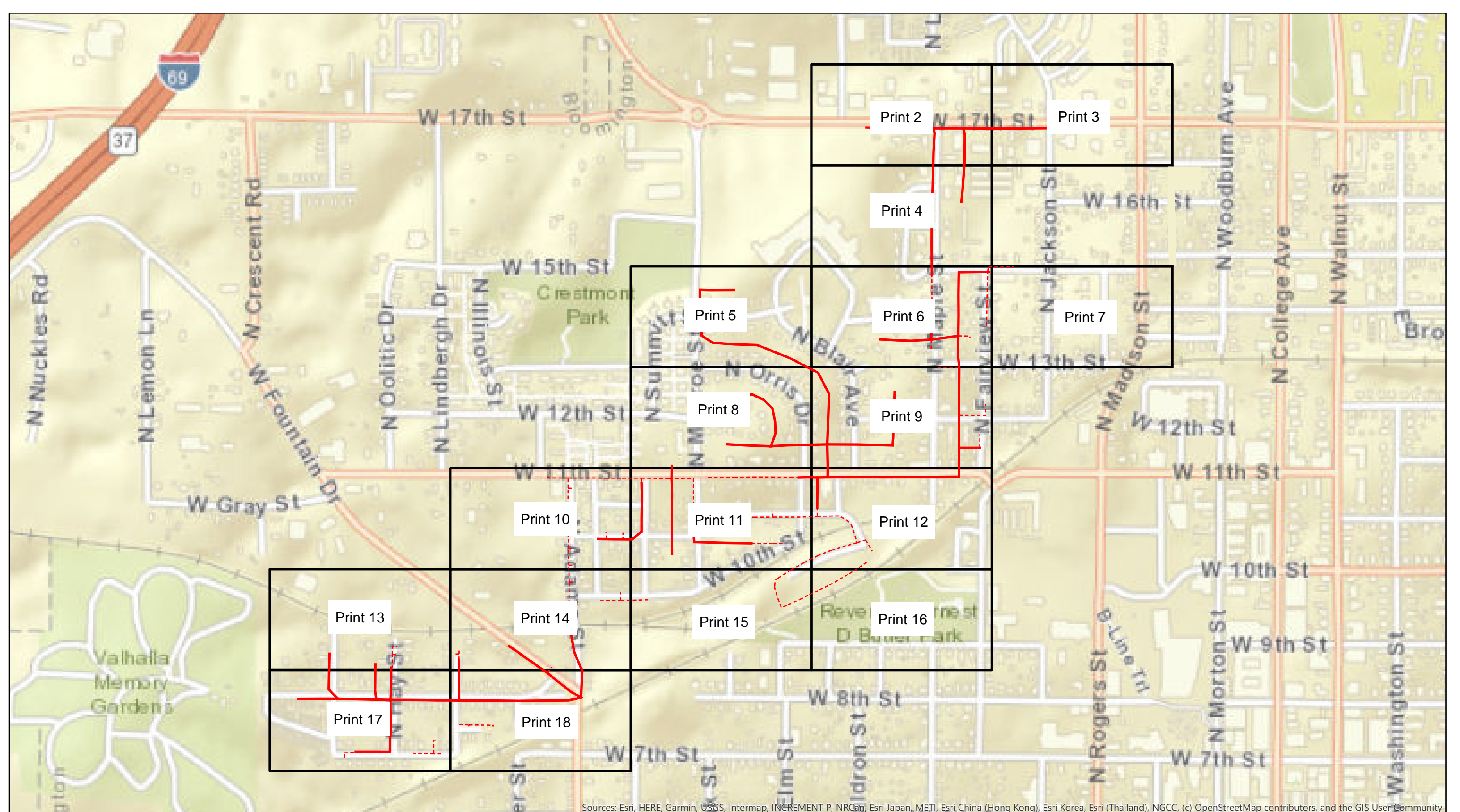
Dear Board Members,

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

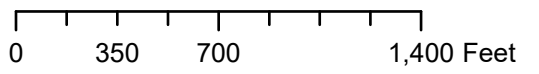


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



Legend BLN01b-F12_N Hay St

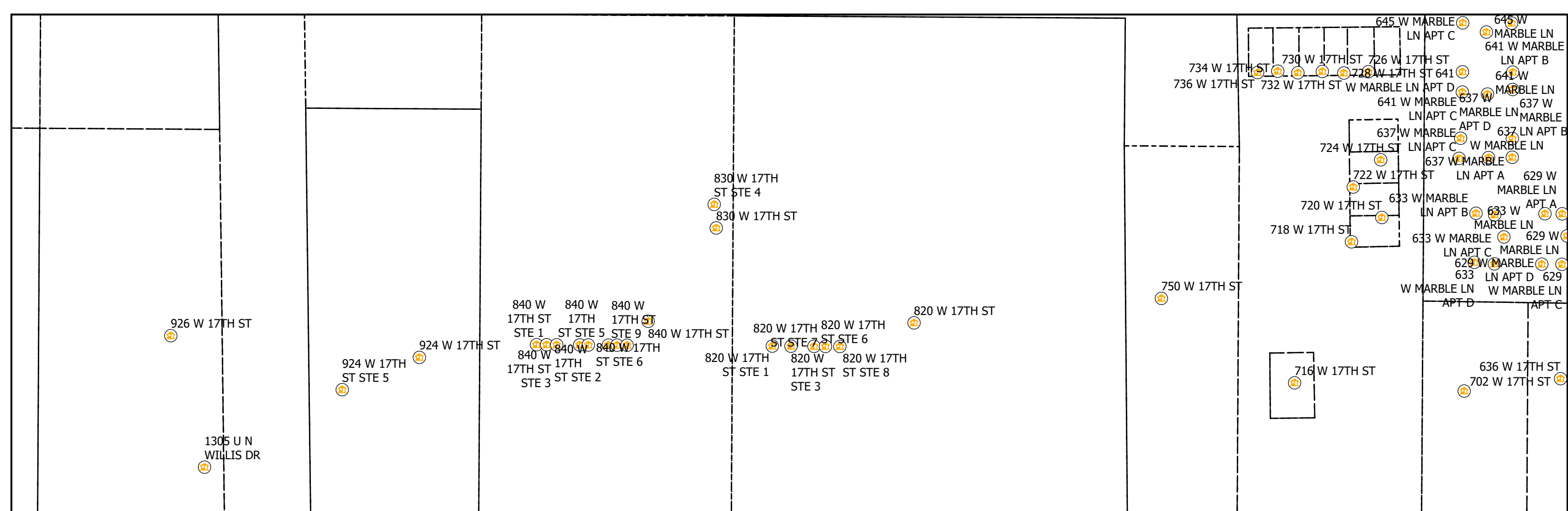
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- ⋯ Conduit
- Grids



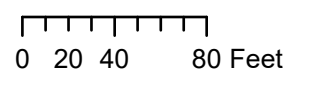
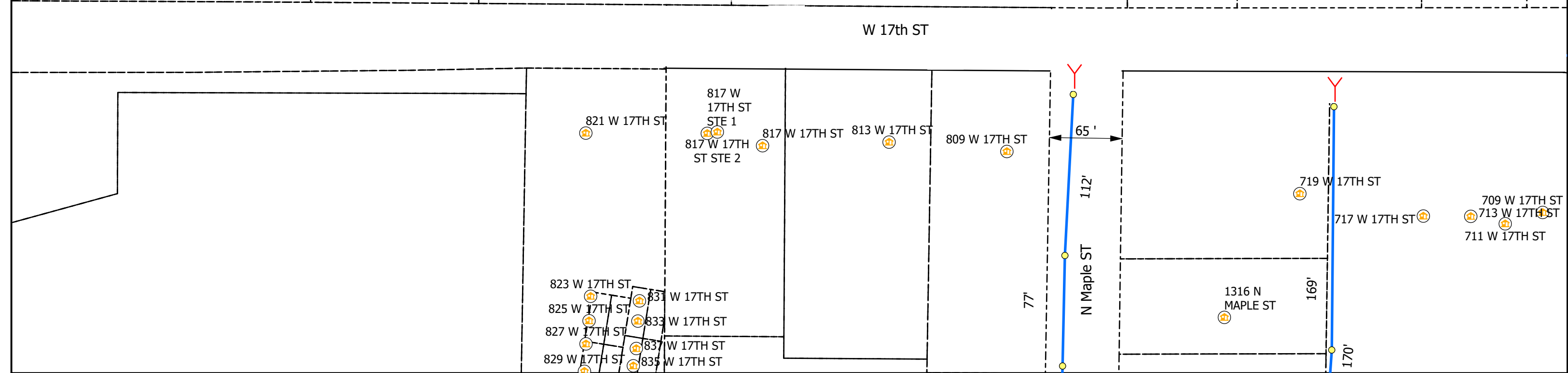
City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





W 17th St



Legend

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

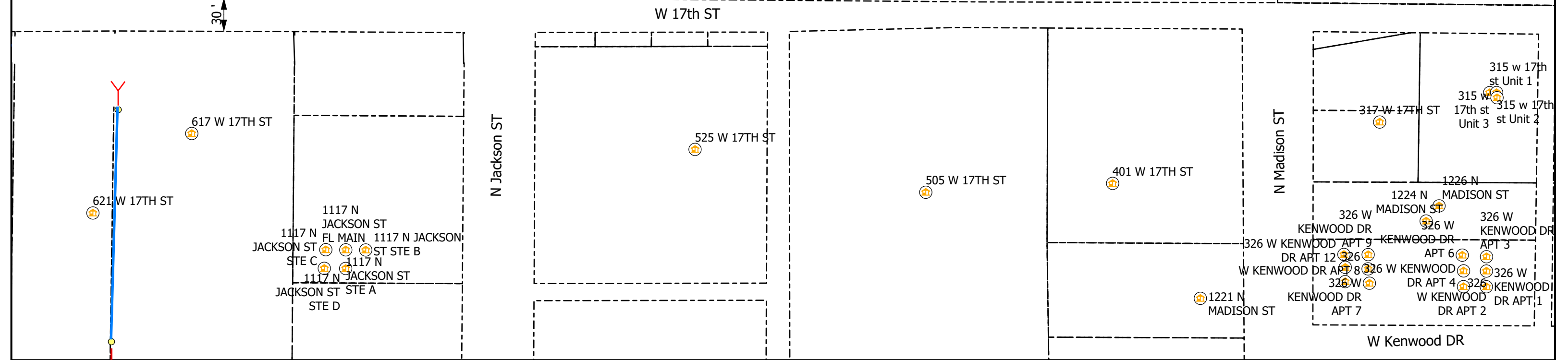
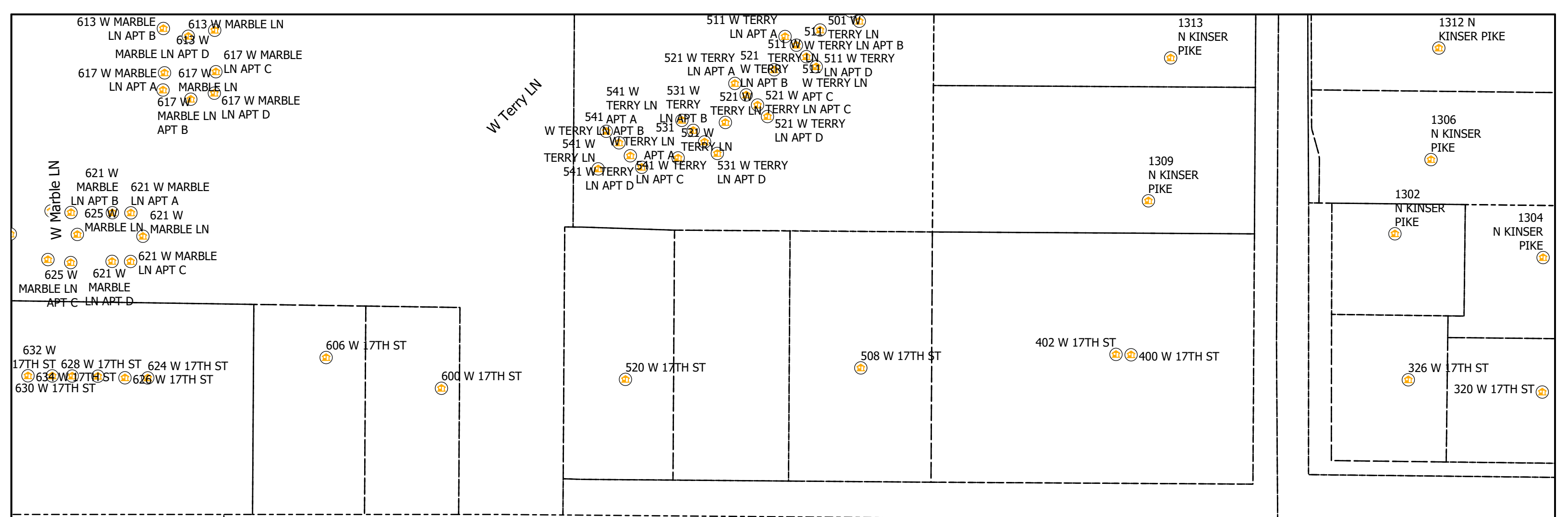
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
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0 20 40 80 Feet

Legend

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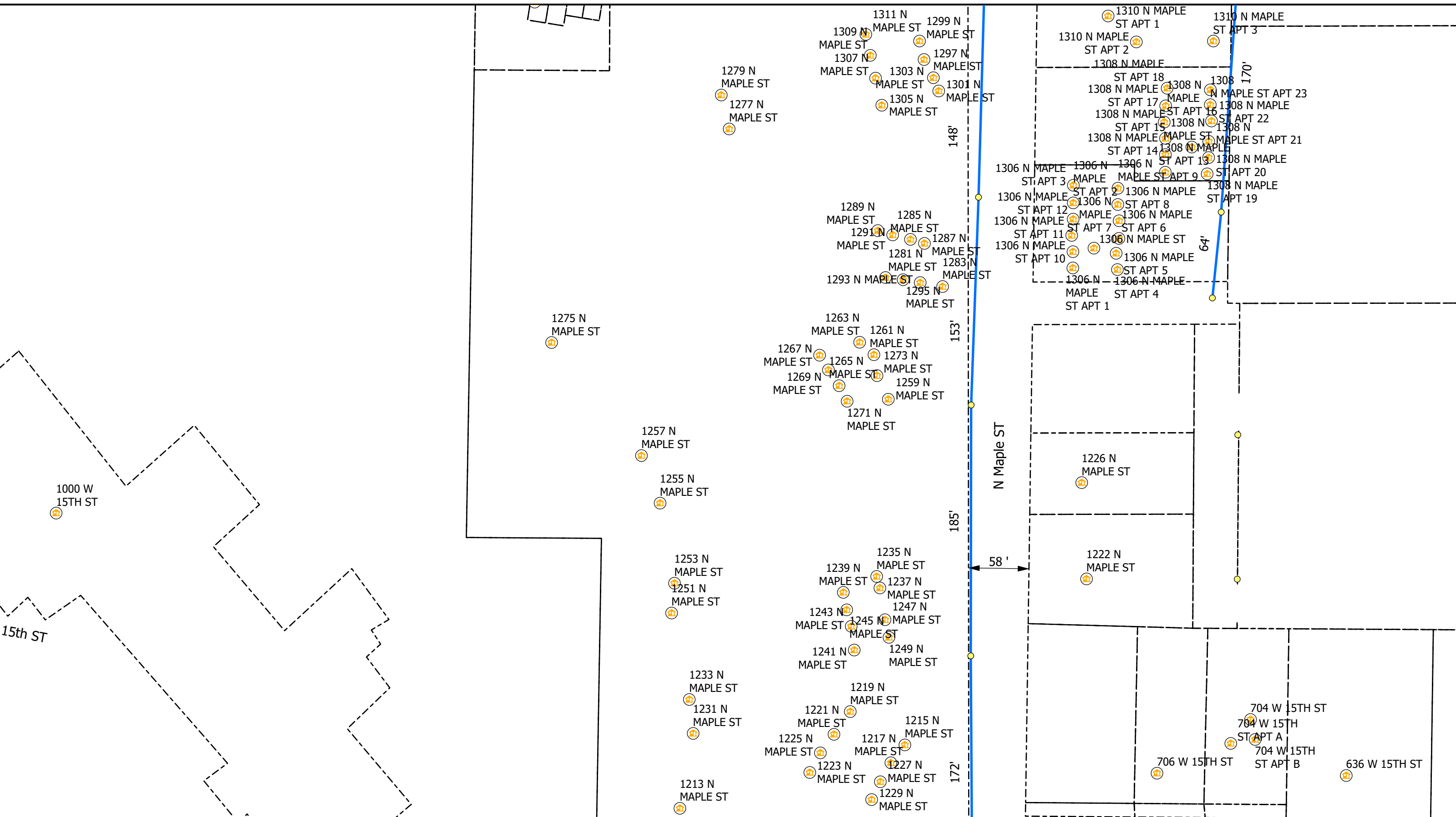
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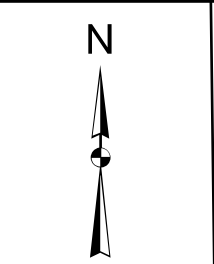


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Legend

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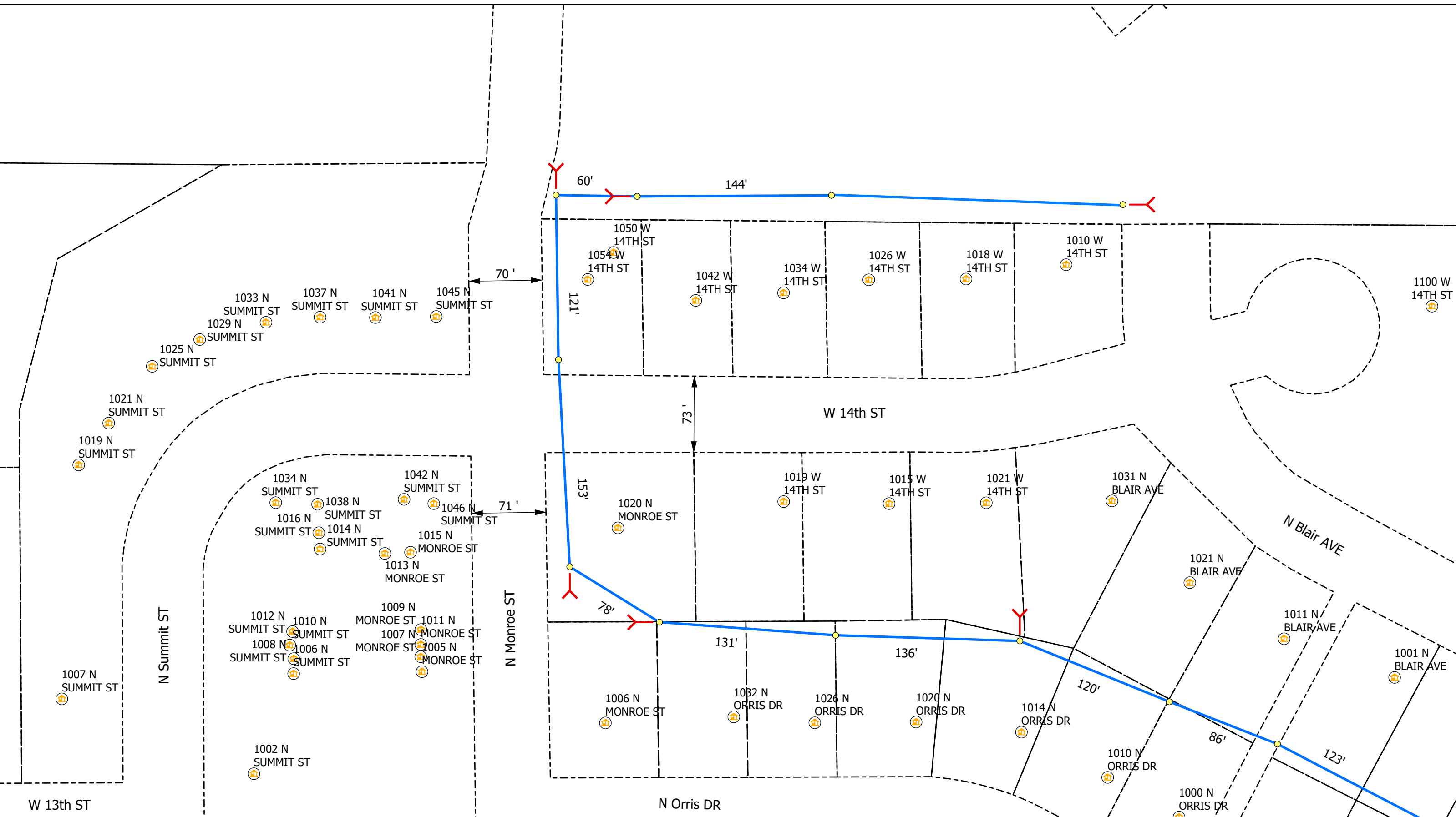
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City of Bloomington, IN Permit:
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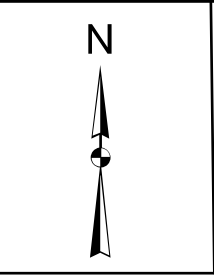


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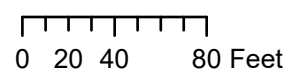
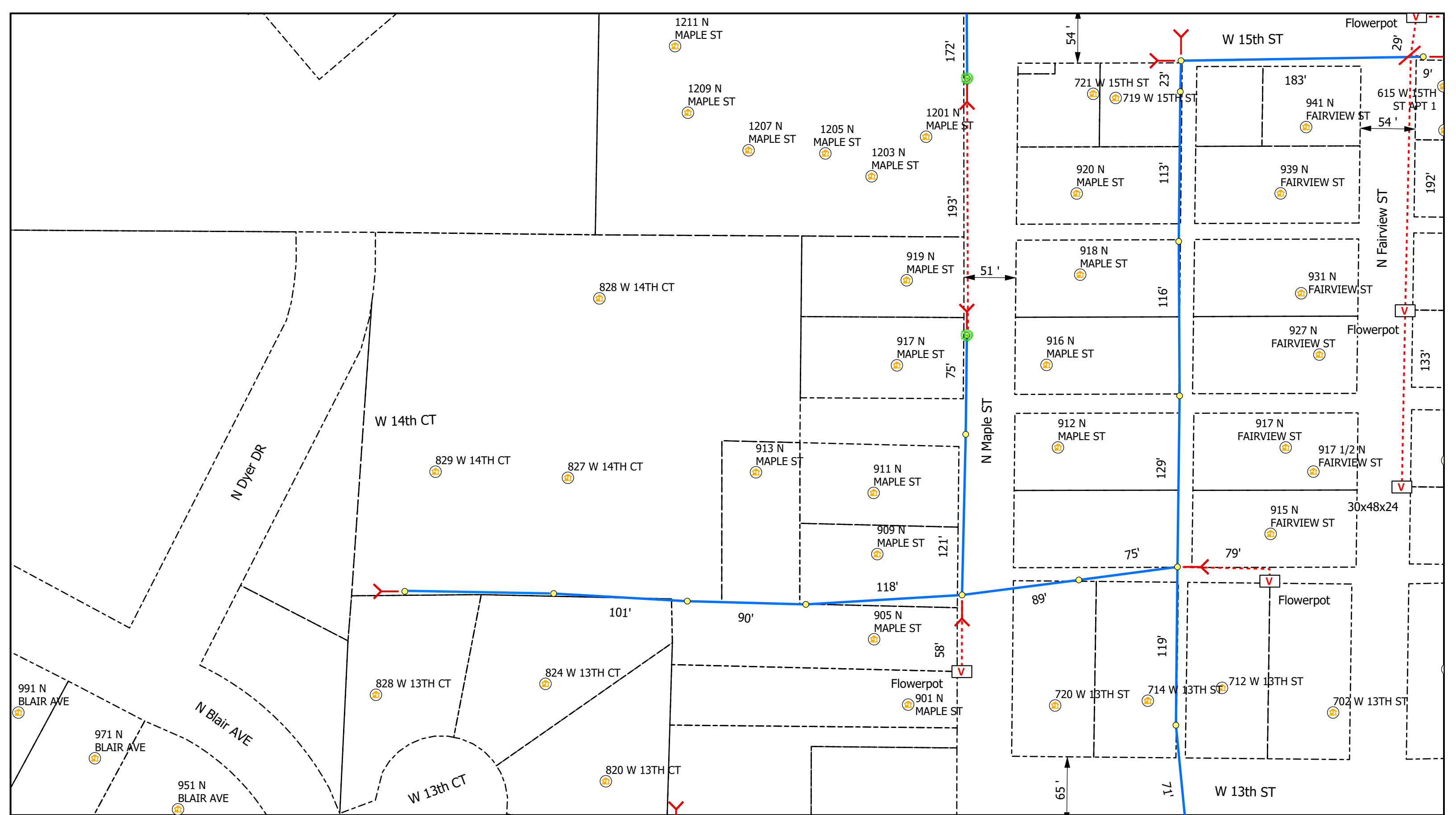
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City of Bloomington, IN Permit:
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Legend

- Poles
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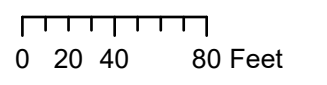
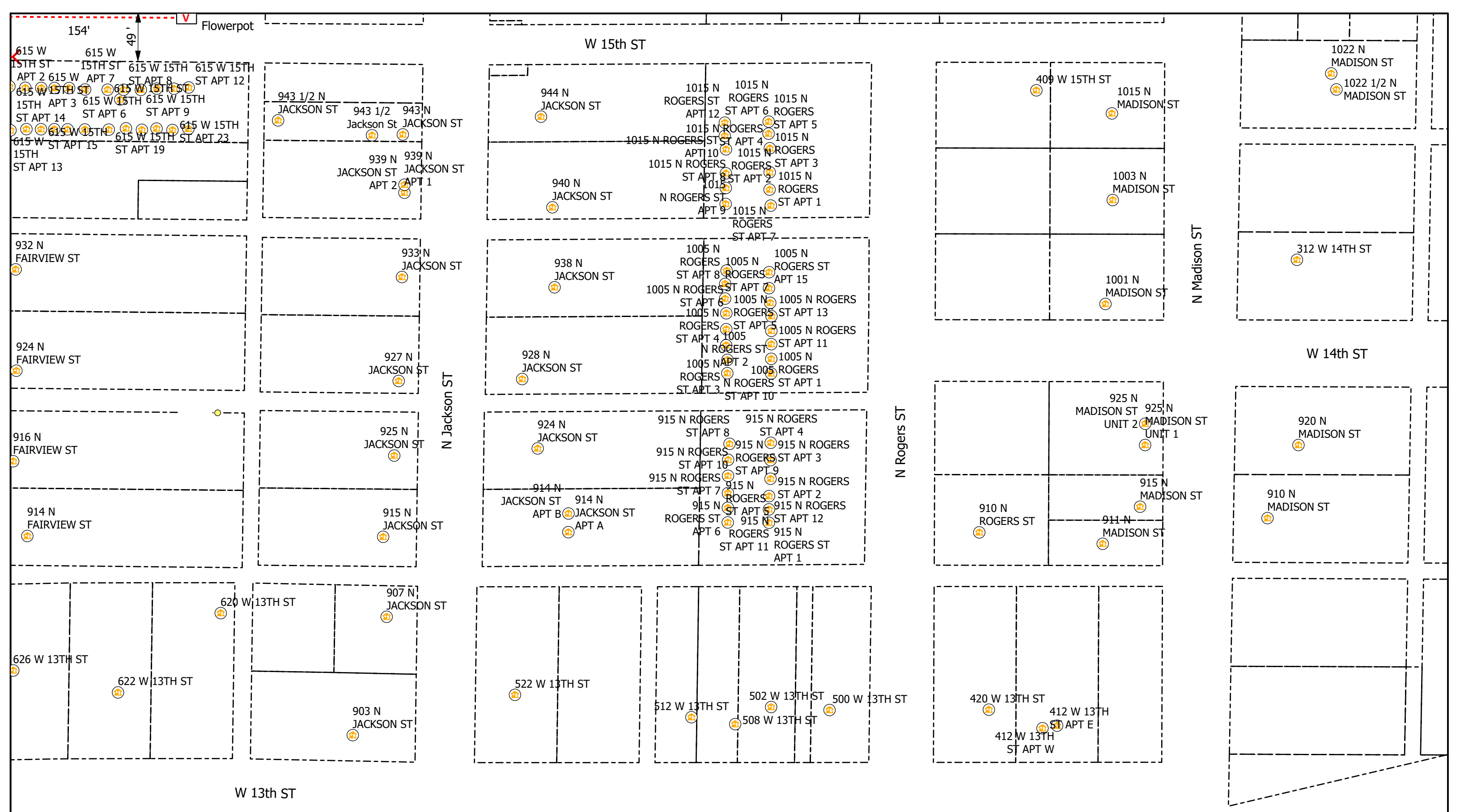
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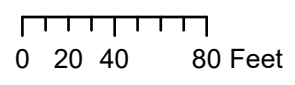
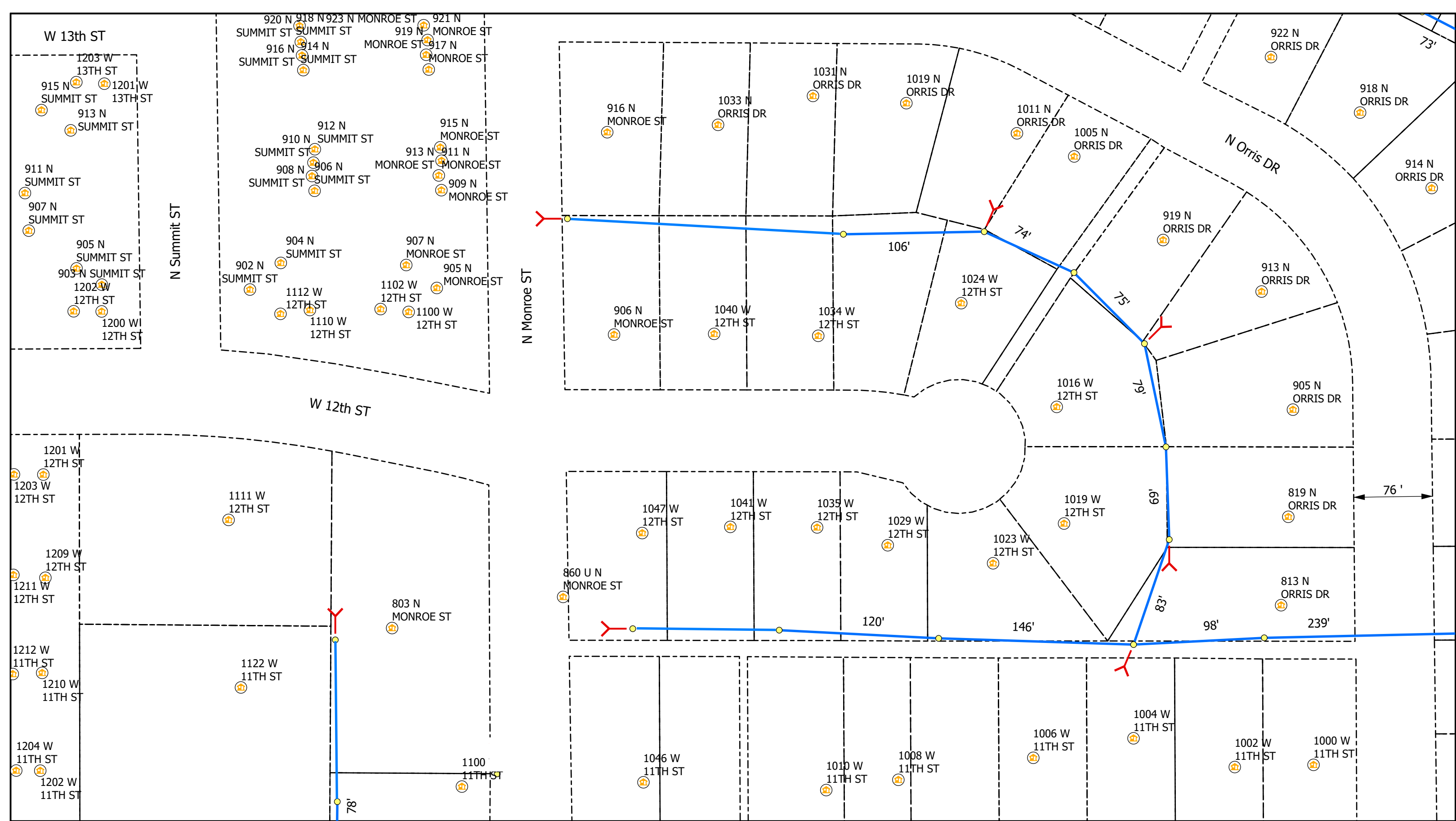
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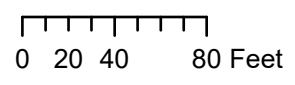
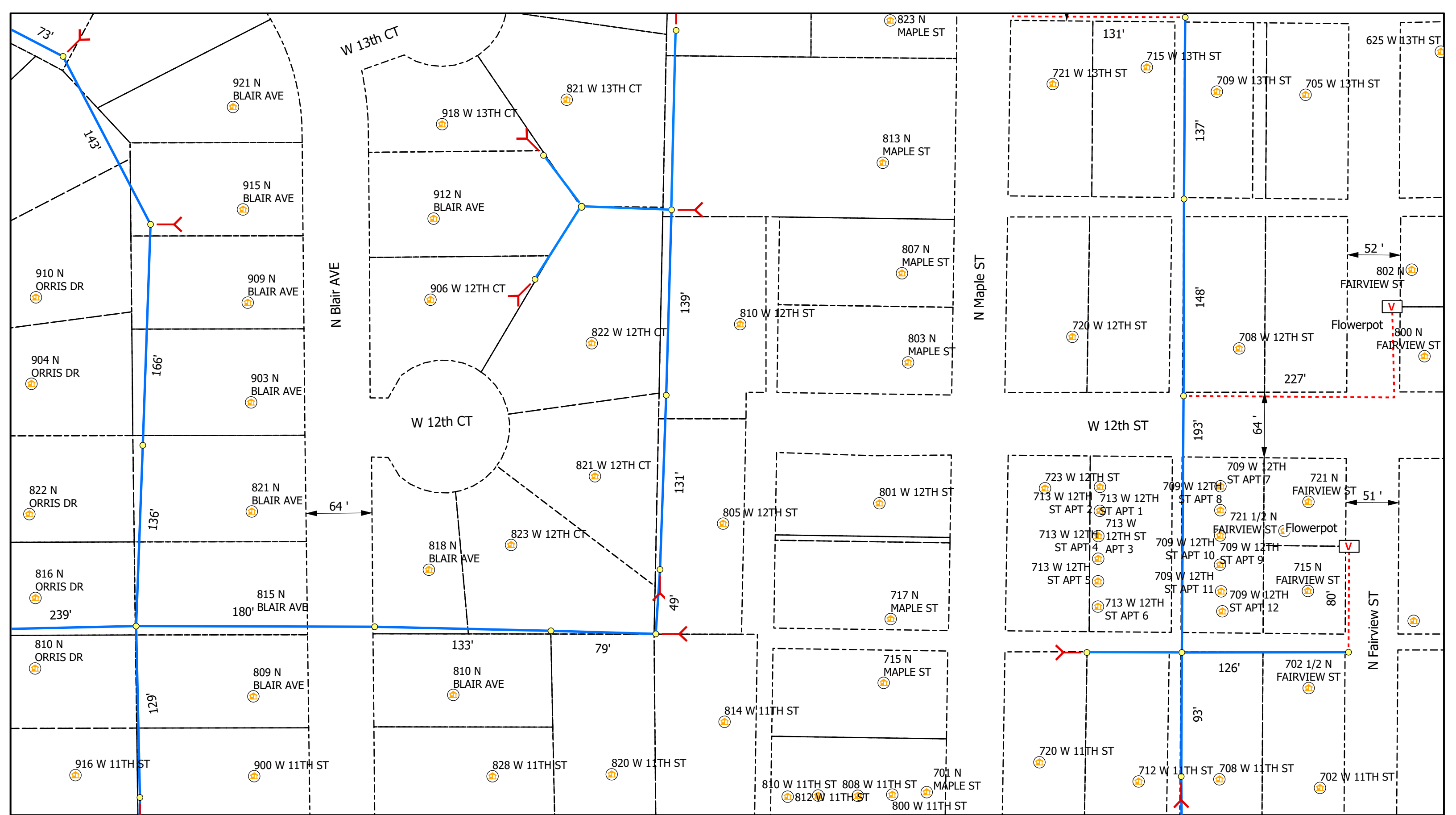
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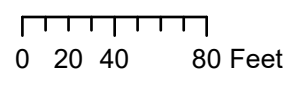
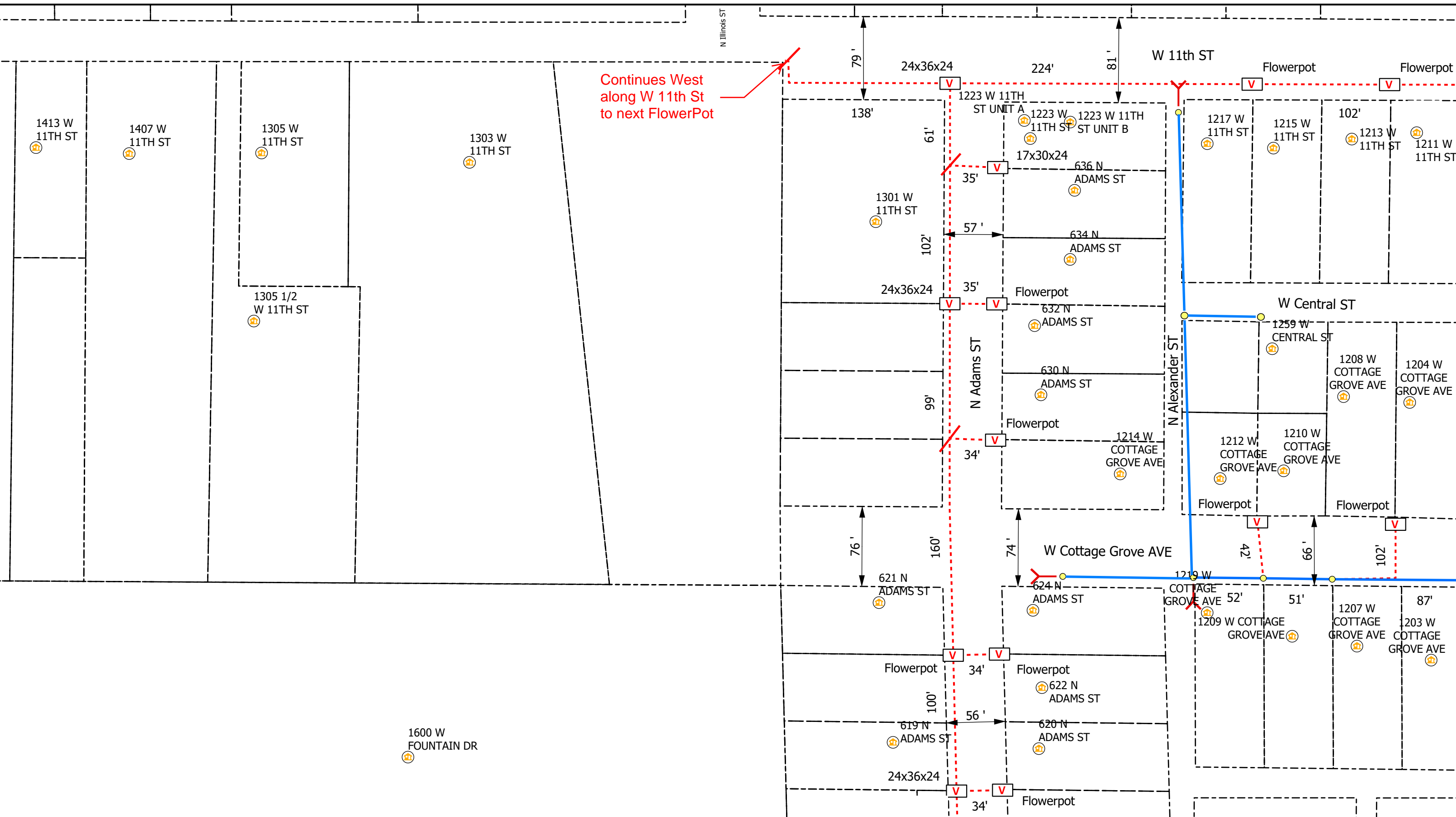
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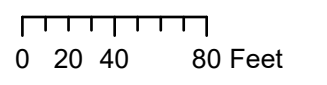
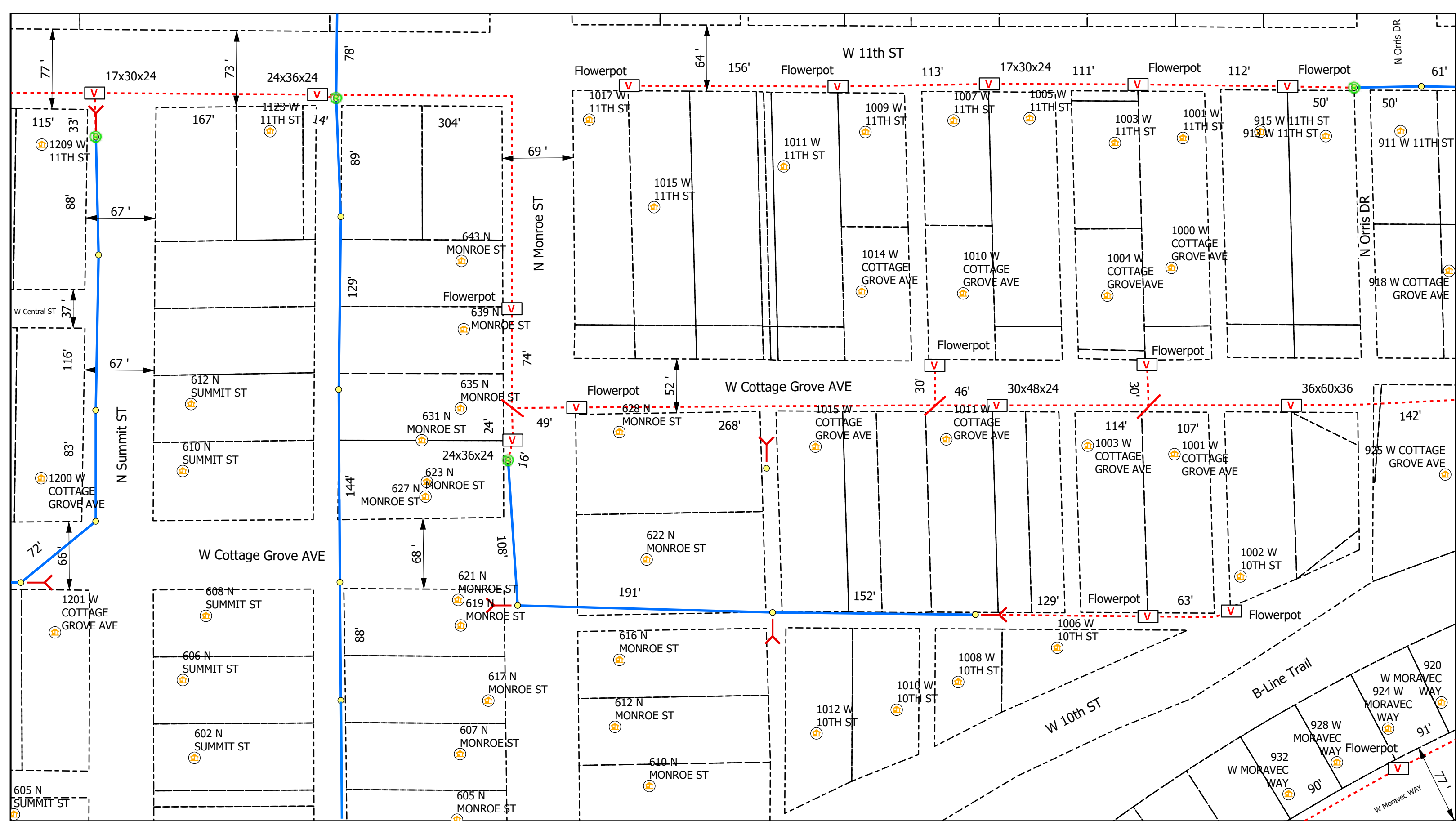
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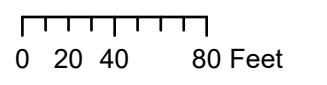
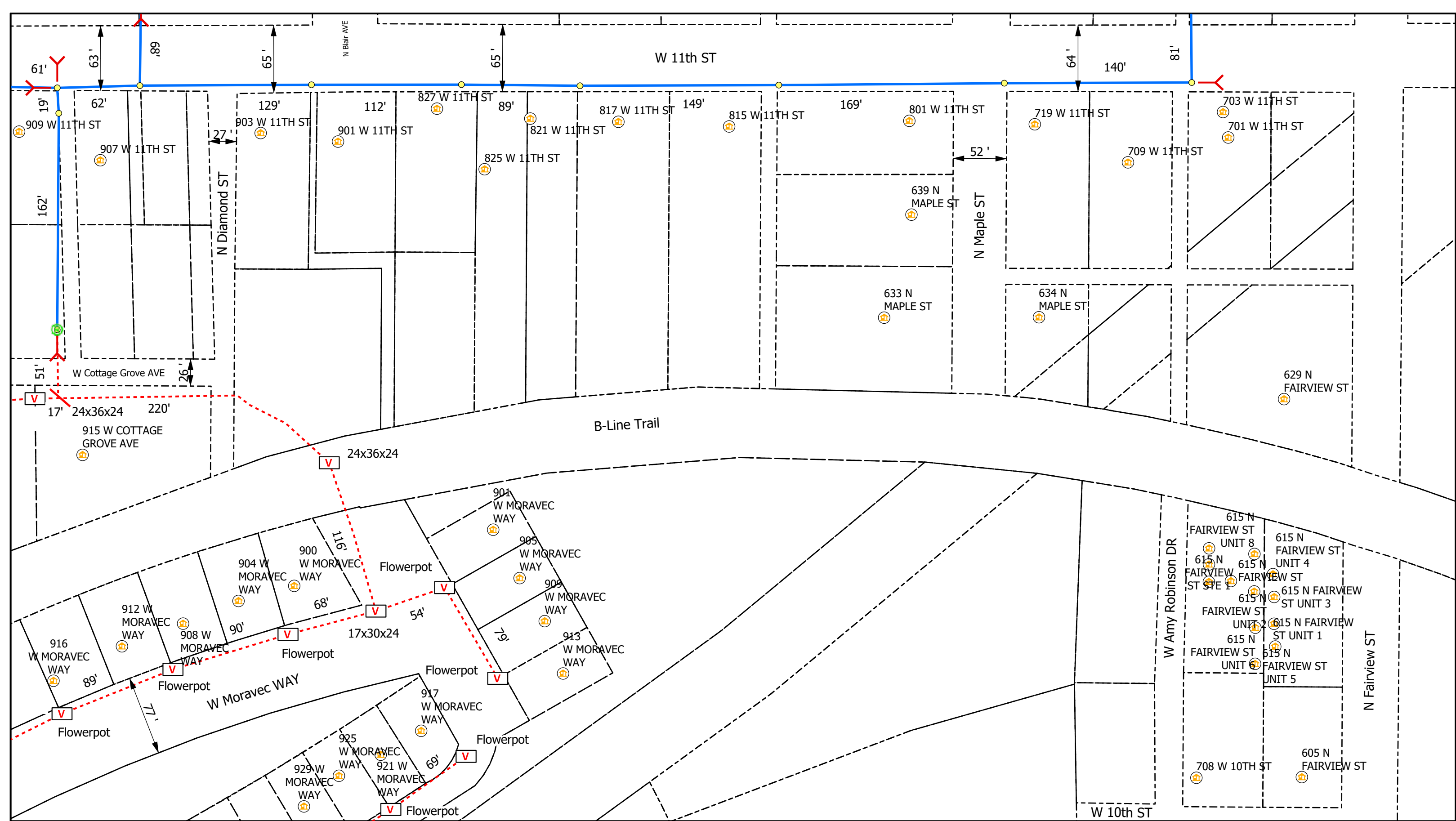
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City of Bloomington, IN Permit:
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620 N NORTH ST

1803 W FOUNTAIN DR

W Fountain DR

415 N SPRING ST

413 N SPRING ST

411 N SPRING ST

1706 W 8TH ST

N Spring ST

410 N SPRING ST

406 N SPRING ST

1634 W 8TH ST

1630 W 8TH ST

425 N HAY ST

417 N HAY ST

N Hay ST

Flowerpot

Flowerpot

428 N HAY ST

424 N HAY ST

420 N HAY ST

429 N HOPEWELL ST

421 N HOPEWELL ST

405 N HOPEWELL ST

60'

211'

160'

113'

76'

85'

27'

45'



0 20 40 80 Feet

Legend

- Poles
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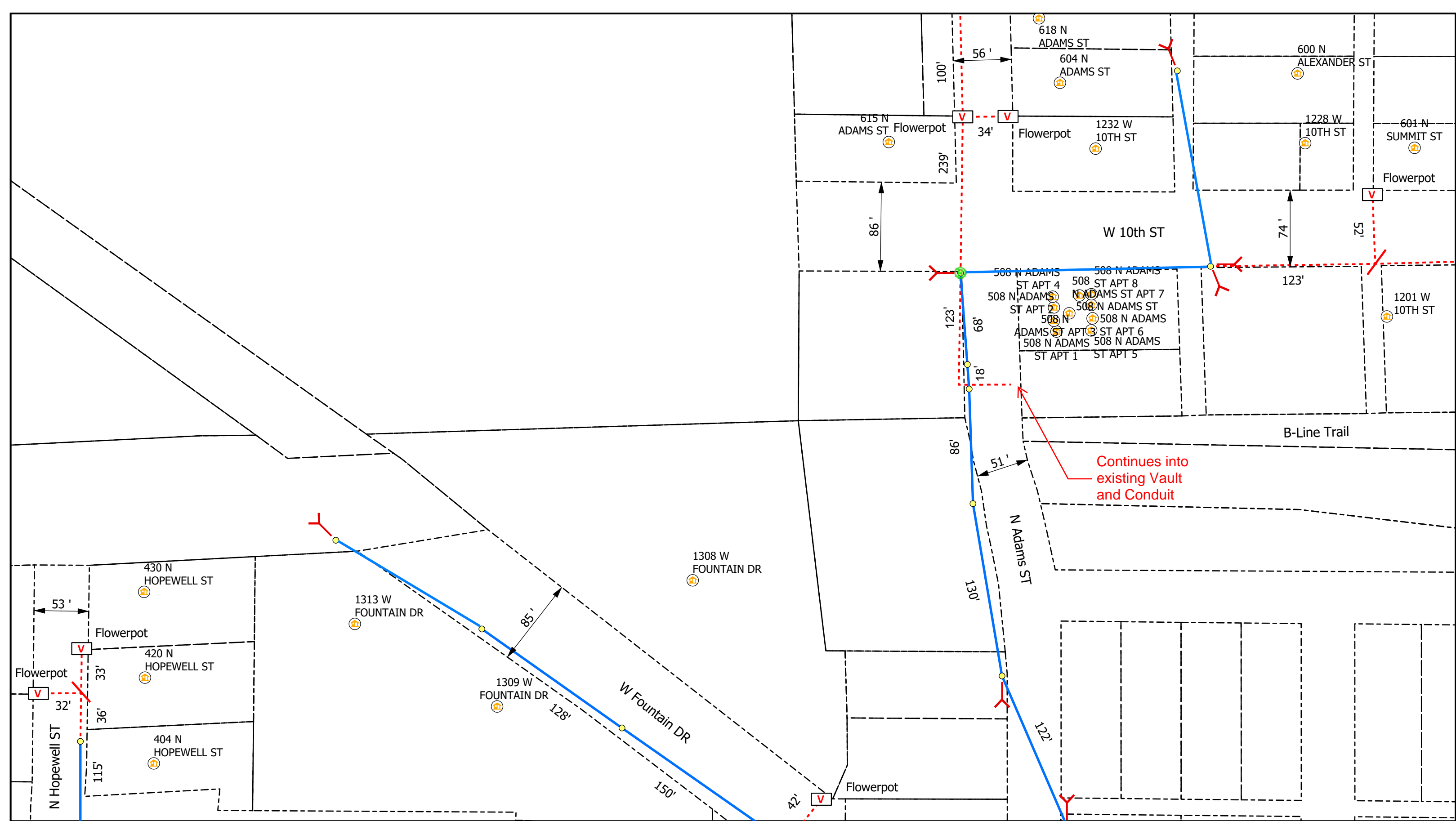
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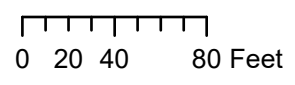
City of Bloomington, IN Permit:
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Continues into existing Vault and Conduit



Legend

- Poles
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- - - Conduit
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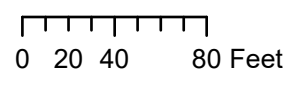
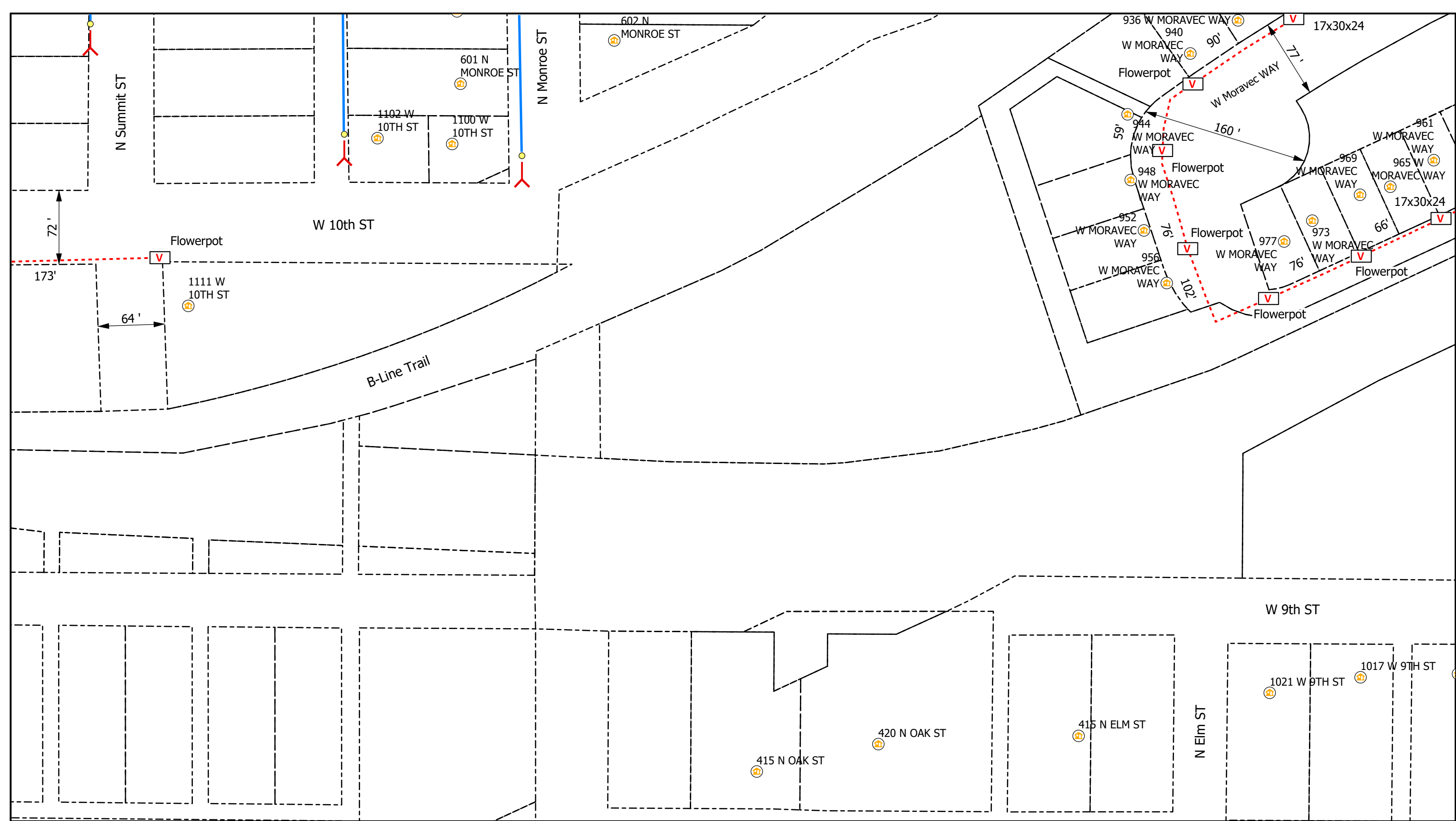
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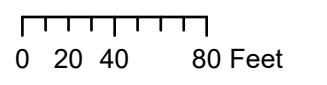
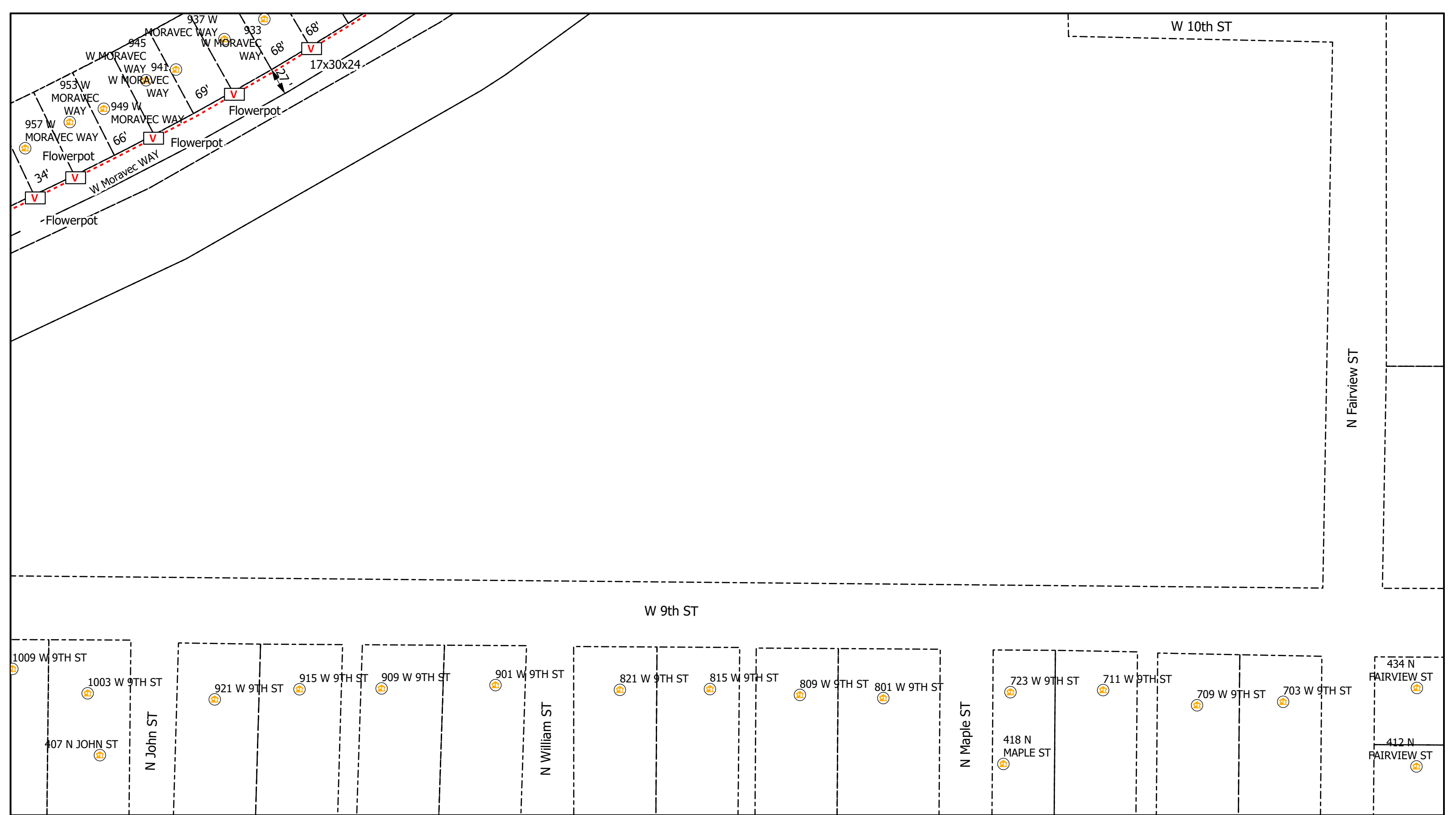
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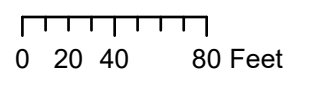
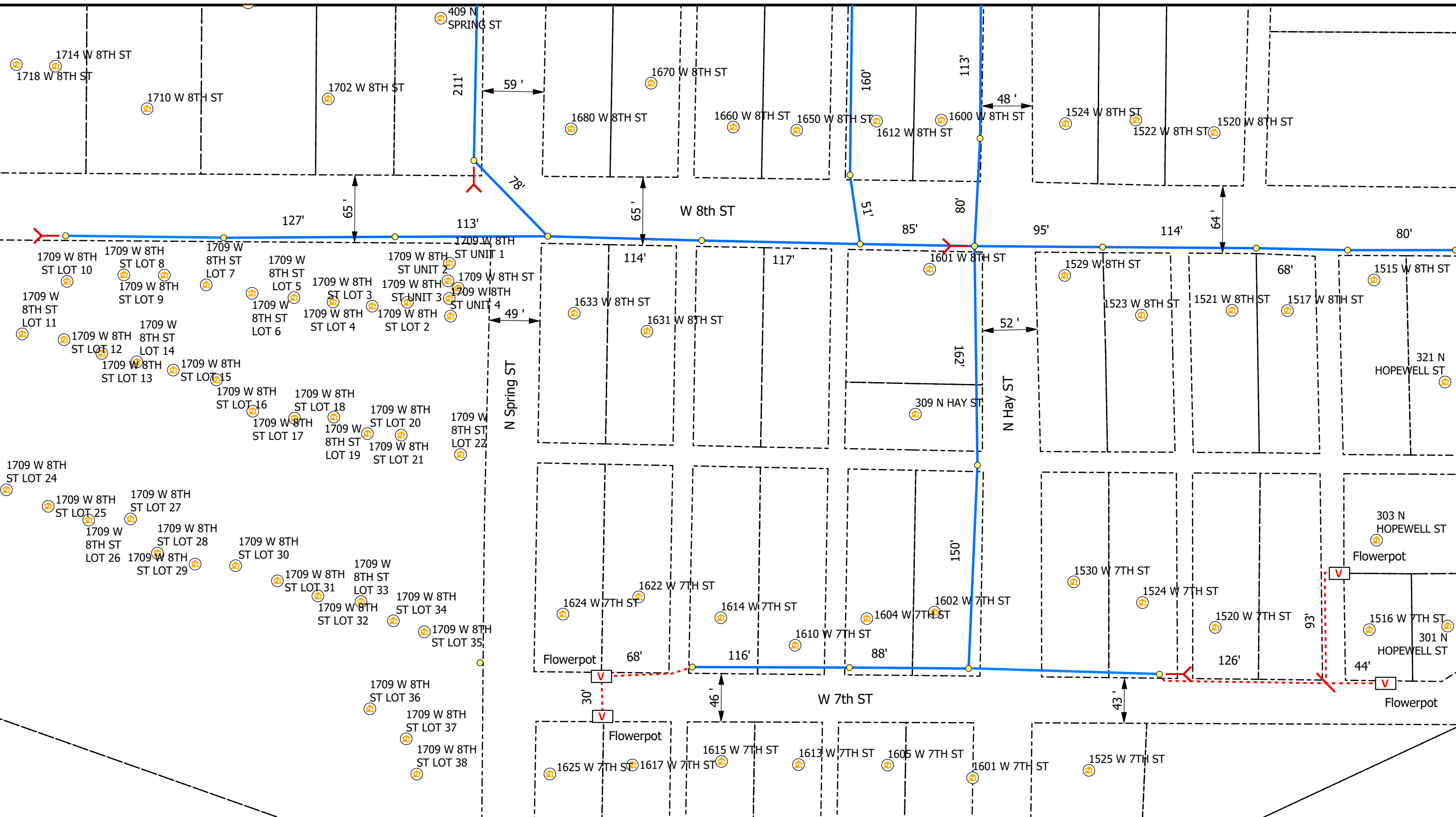
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- Grids

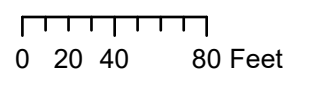
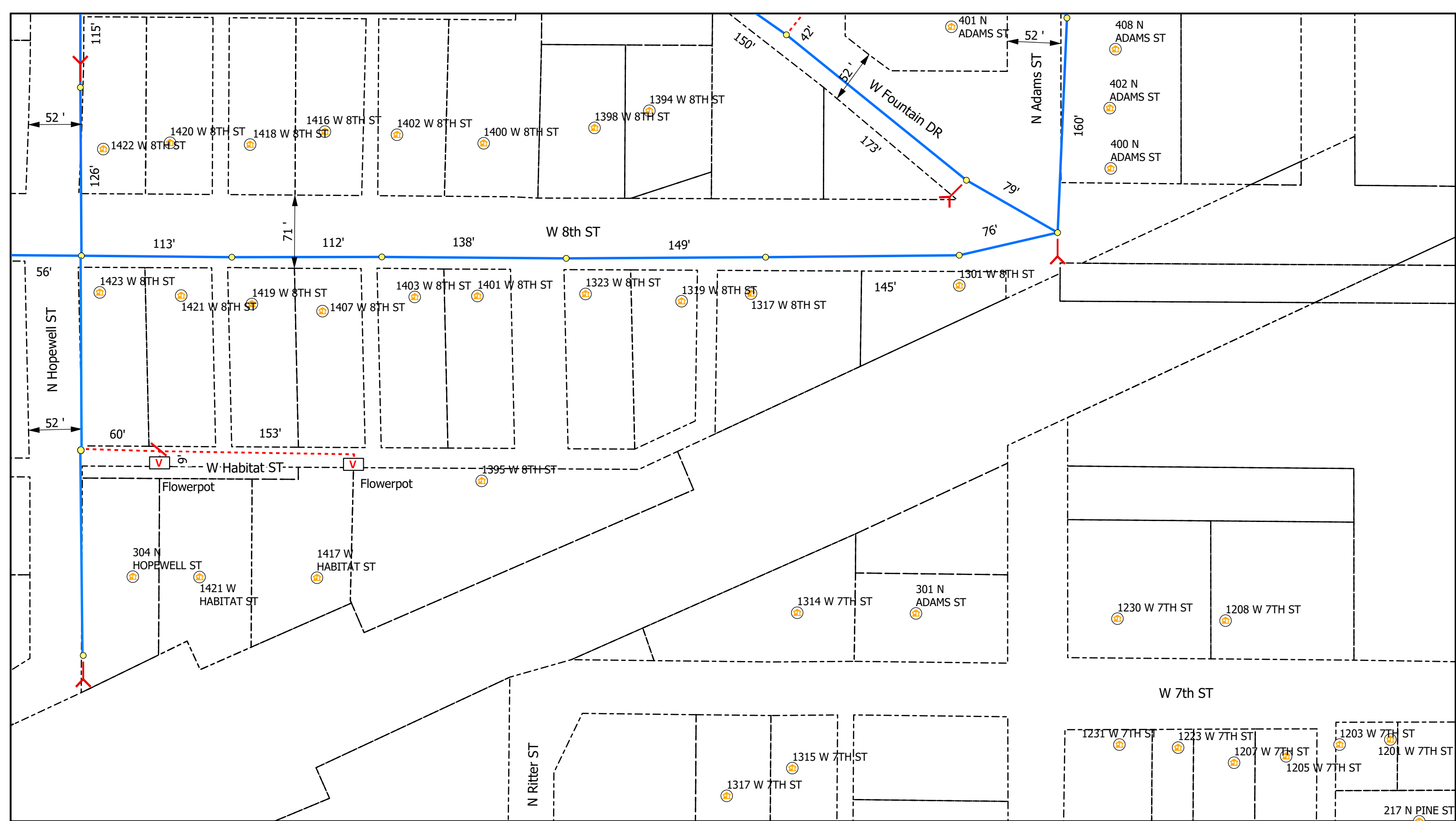
All Flowerpots 12" DIA



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



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.

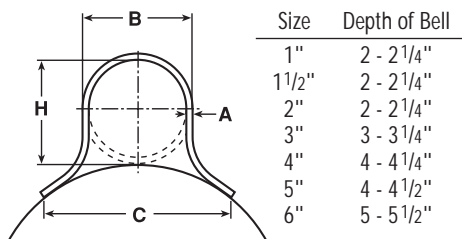


Steel U-Guard requires grounding strapping and does not have belled ends.



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

Flanged Overall Length 10 Feet, Including Bell

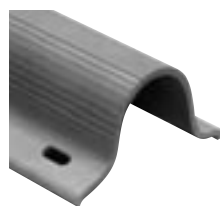


Slots are 1/2" from side to side, and allow for expansion and contraction.

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

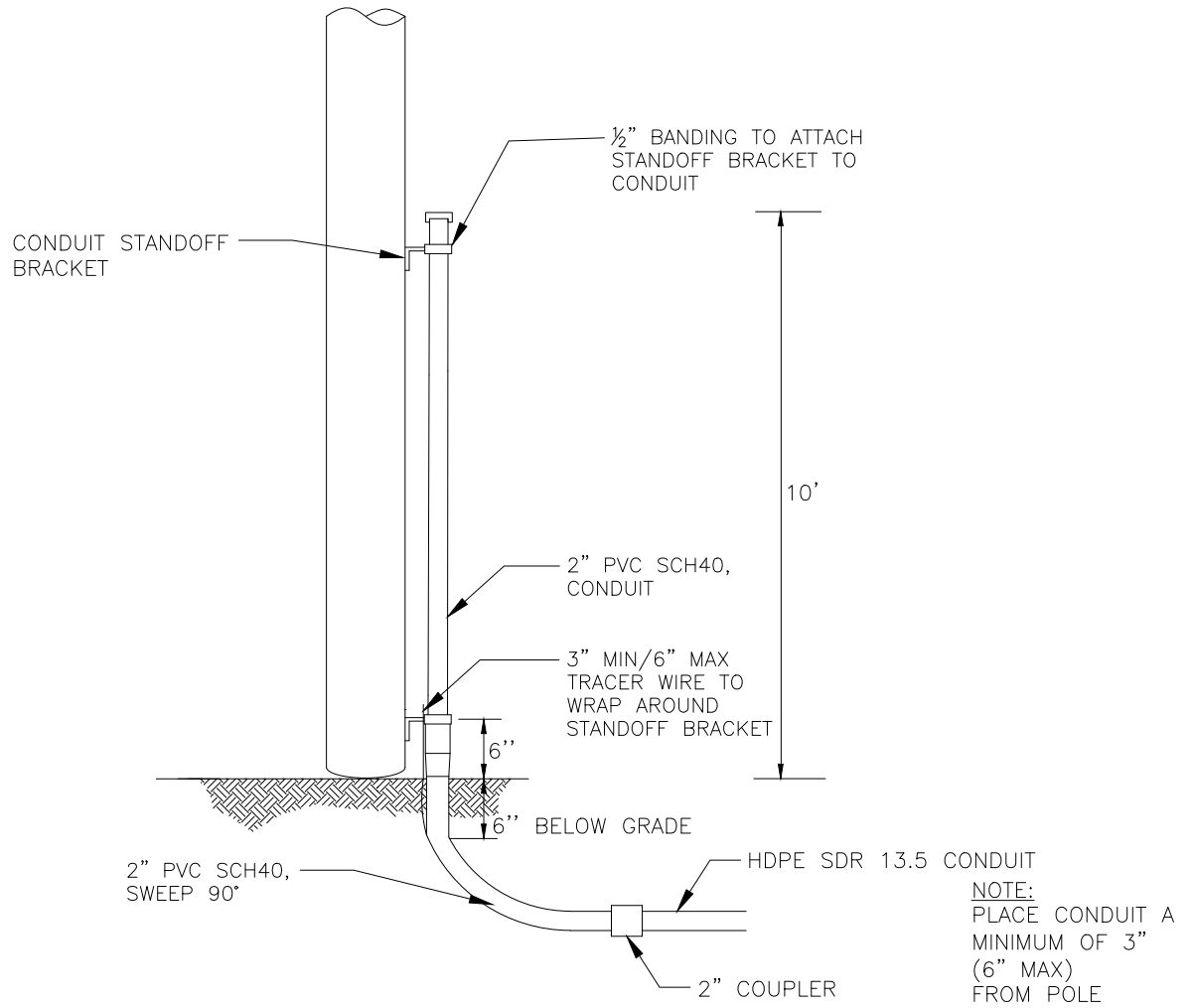
Part No.	Size	Std. Ctn. Qty.	Std. Ctn. Wt. (lbs.)	Dimensions				Actual Impact @ 0°C 20 Pound Top
				A	B	C	H	
59208N	1"	294	1059	0.100"	1 5/8"	2 3/8"	1 5/8"	40 Ft.-Lbs.
59211N	2"	136	726	0.100"	2 3/8"	4 1/2"	2 3/8"	100 Ft.-Lbs.
59211X (5' length)	2"	136	363	0.100"	2 3/8"	4 1/2"	2 3/8"	100 Ft.-Lbs.
59213N	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.



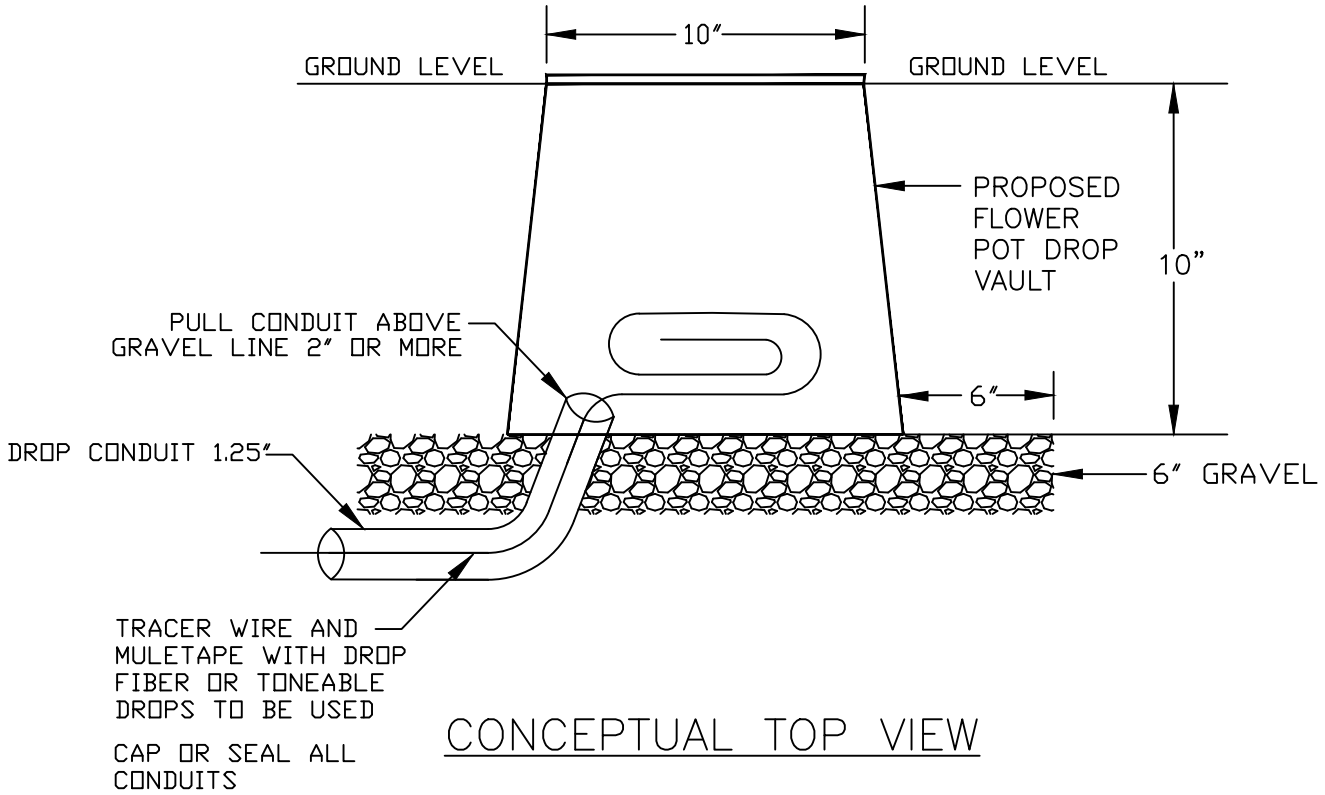
DESCRIPTION	QTY	MANUFACTURER (PREFERRED)	PART #
SCREW, LAG, 1/2" x 4-1/2"	10		
HDPE SDR 13.5 CONDUIT, VARIOUS SIZES	N/A		
2" PVC SCH40, RISER PIPE	1		
#12 TRACER WIRE	N/A		
2" PVC SCH40, SWEEP, 90 DEG	1		
CONDUIT STANDOFF BRACKET	VARIES		
CONDUIT STRAP KIT	VARIES		
2" COUPLER	1		



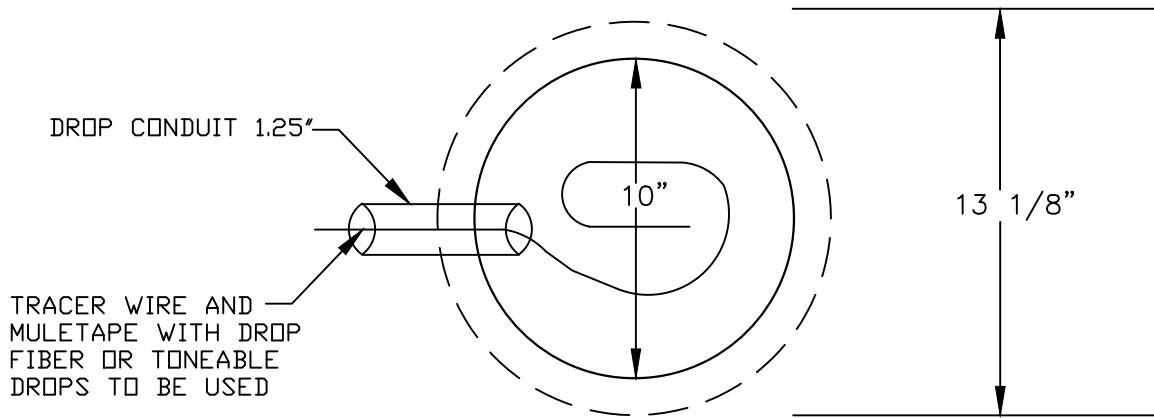
TYPICAL RISER
CONDUIT
WOOD POLE

(R2-W)

CONCEPTUAL SIDE VIEW



CONCEPTUAL TOP VIEW

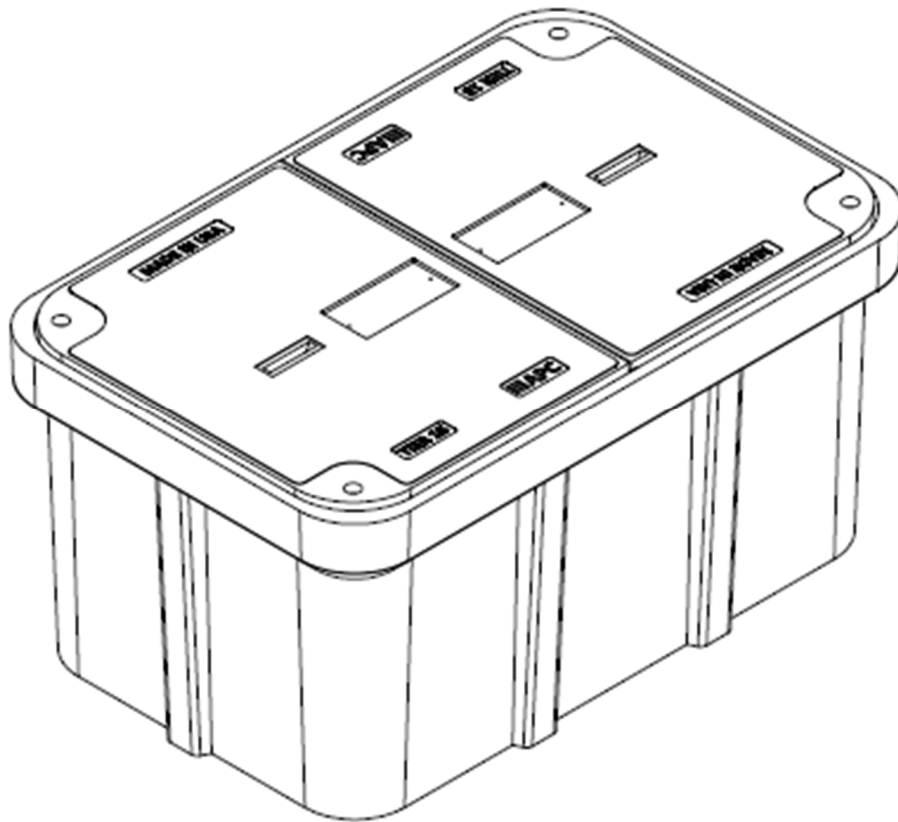


FLOWER POT

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.

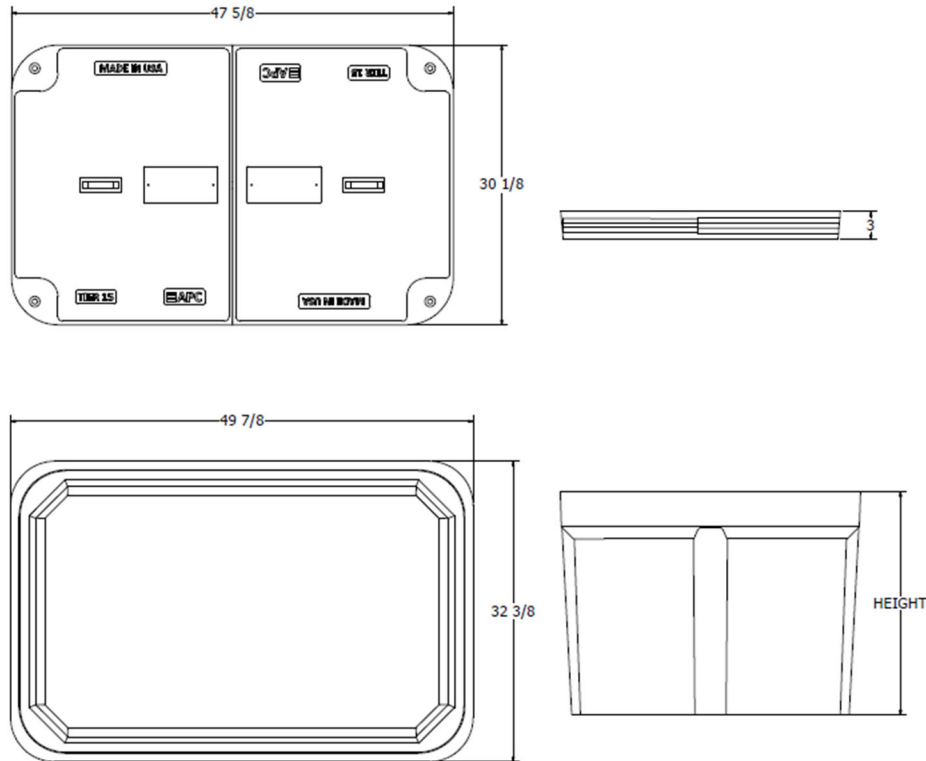


30"x48" PC UNIT, 2PC TIER 15/22

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



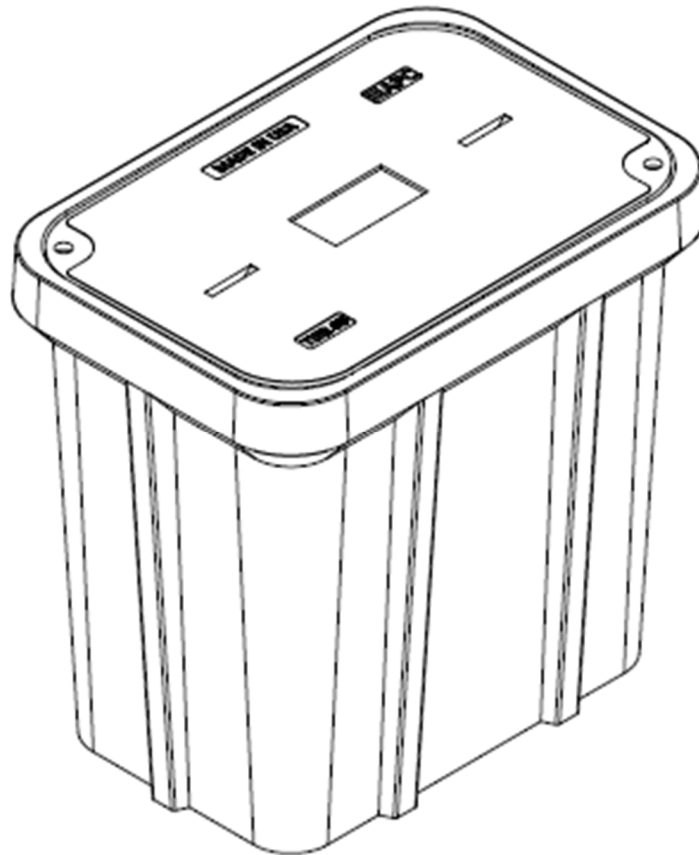
Auger Thread



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.

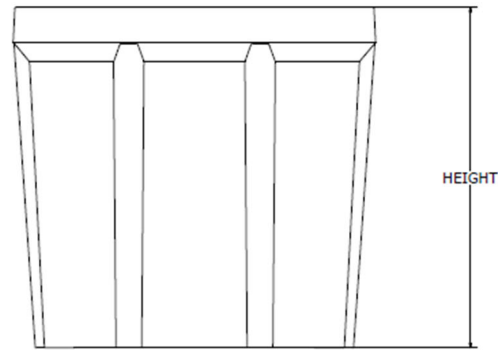
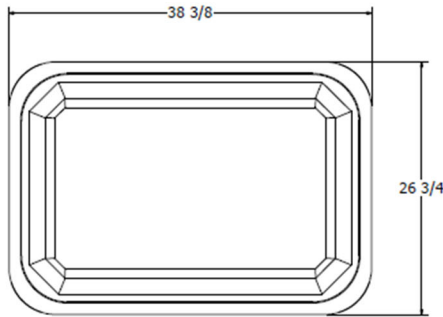
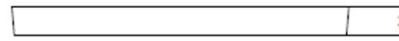
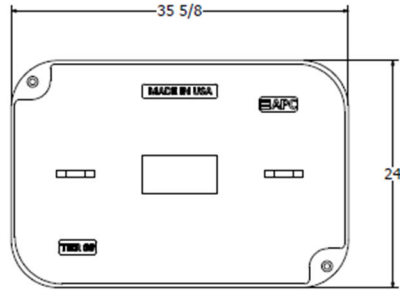


24"x36" PC UNIT, TIER 15/22

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

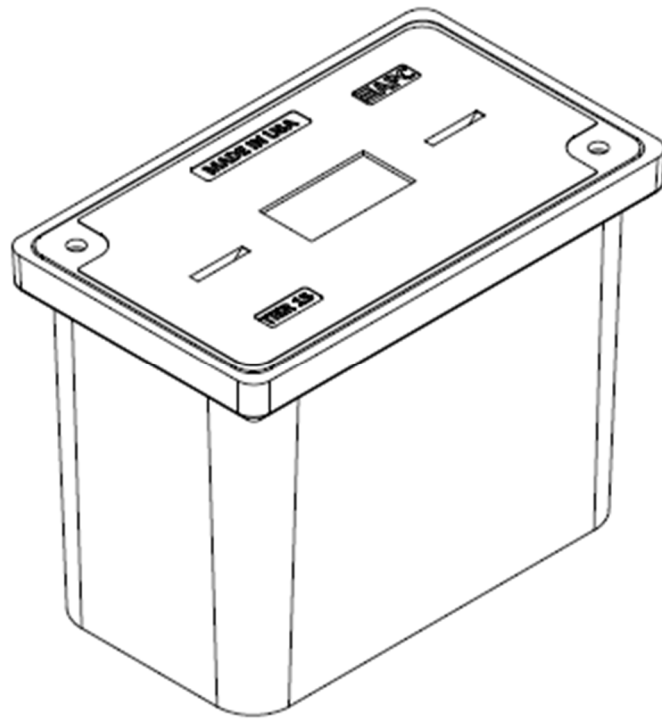


17"x30" PC UNIT, TIER 15/22

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.

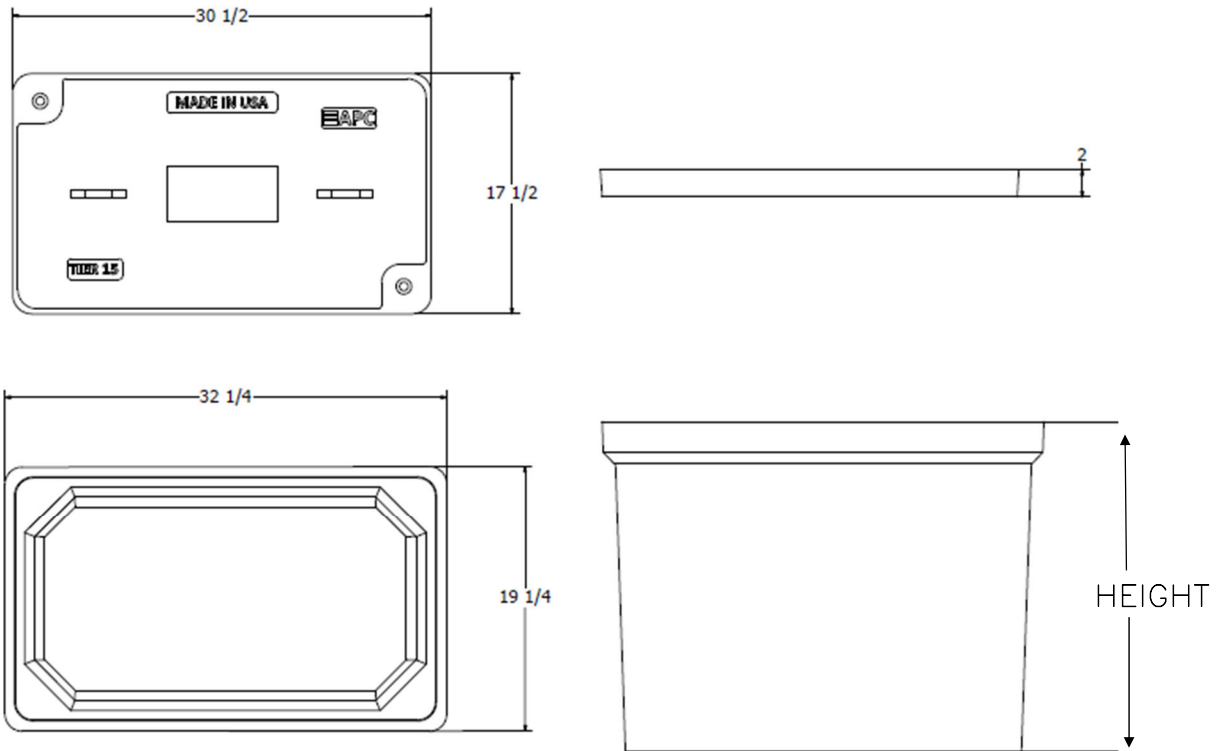


17"x30" PC UNIT, TIER 15/22

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



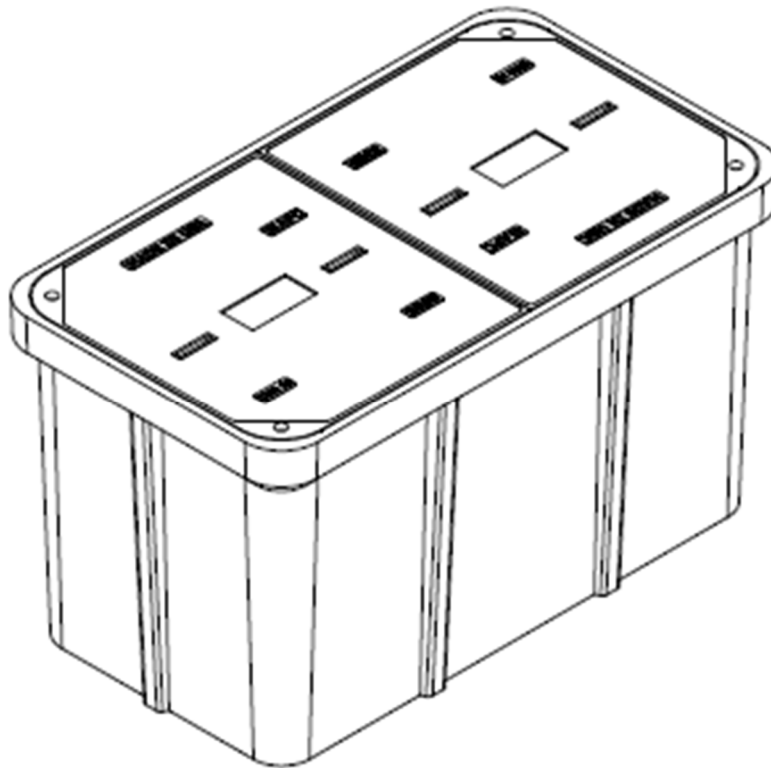
Auger Thread



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.

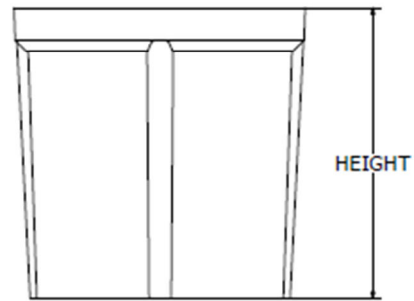
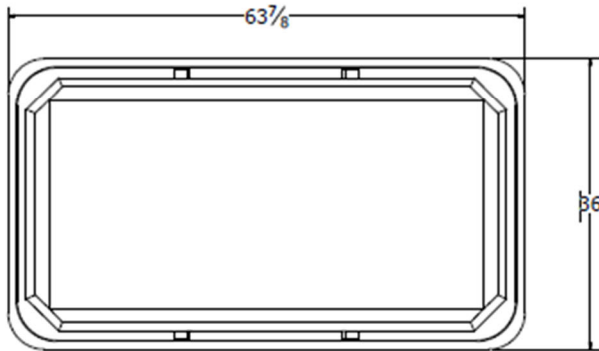
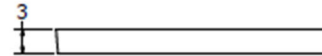
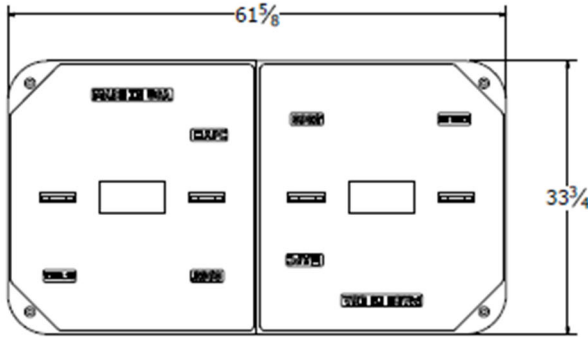


33"x60" PC UNIT, 2PC TIER 15/22

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



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_N Hay St-TCP1

Signature: _____

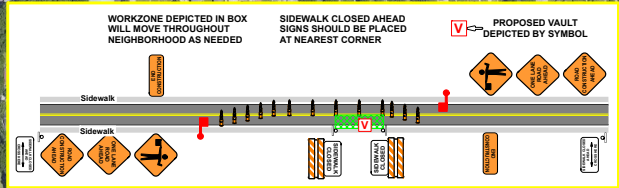
Company: _____

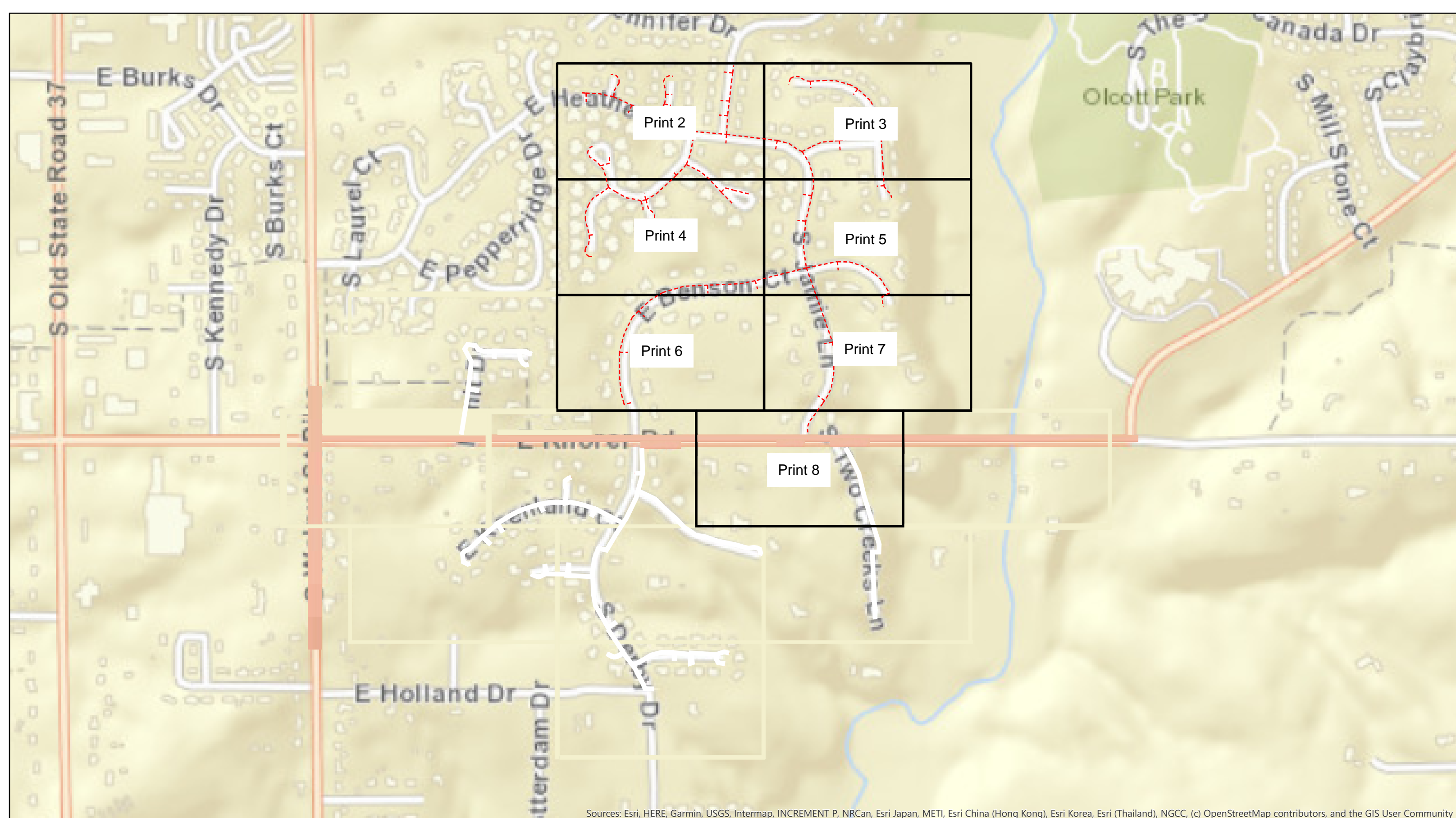
Road Runner Safety Services, Inc.

Date: 3/8/2023 Project: BLN01b-F12 N Hay St-TCP1 :
: Traffic Control Suggestion For: AEG :
By: Road Runner Safety Services, Inc. : Nathan

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

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



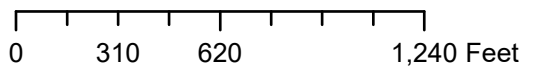


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



Legend BLC02a-F04_E Benson Ct

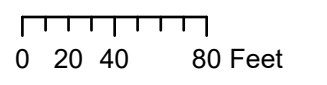
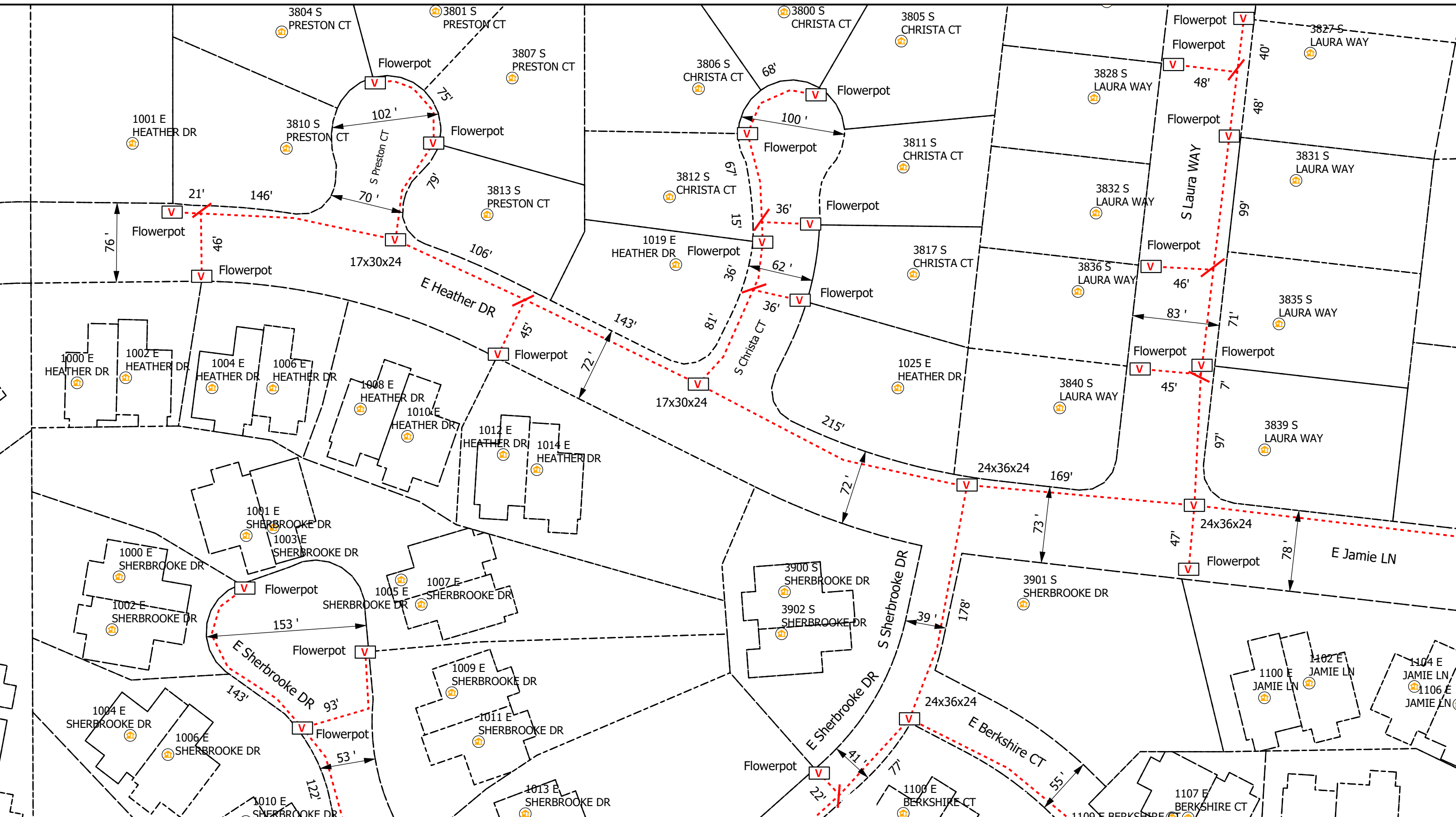
- Overhead Strand
- - - Conduit
- Grids



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

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

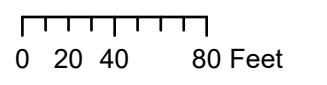
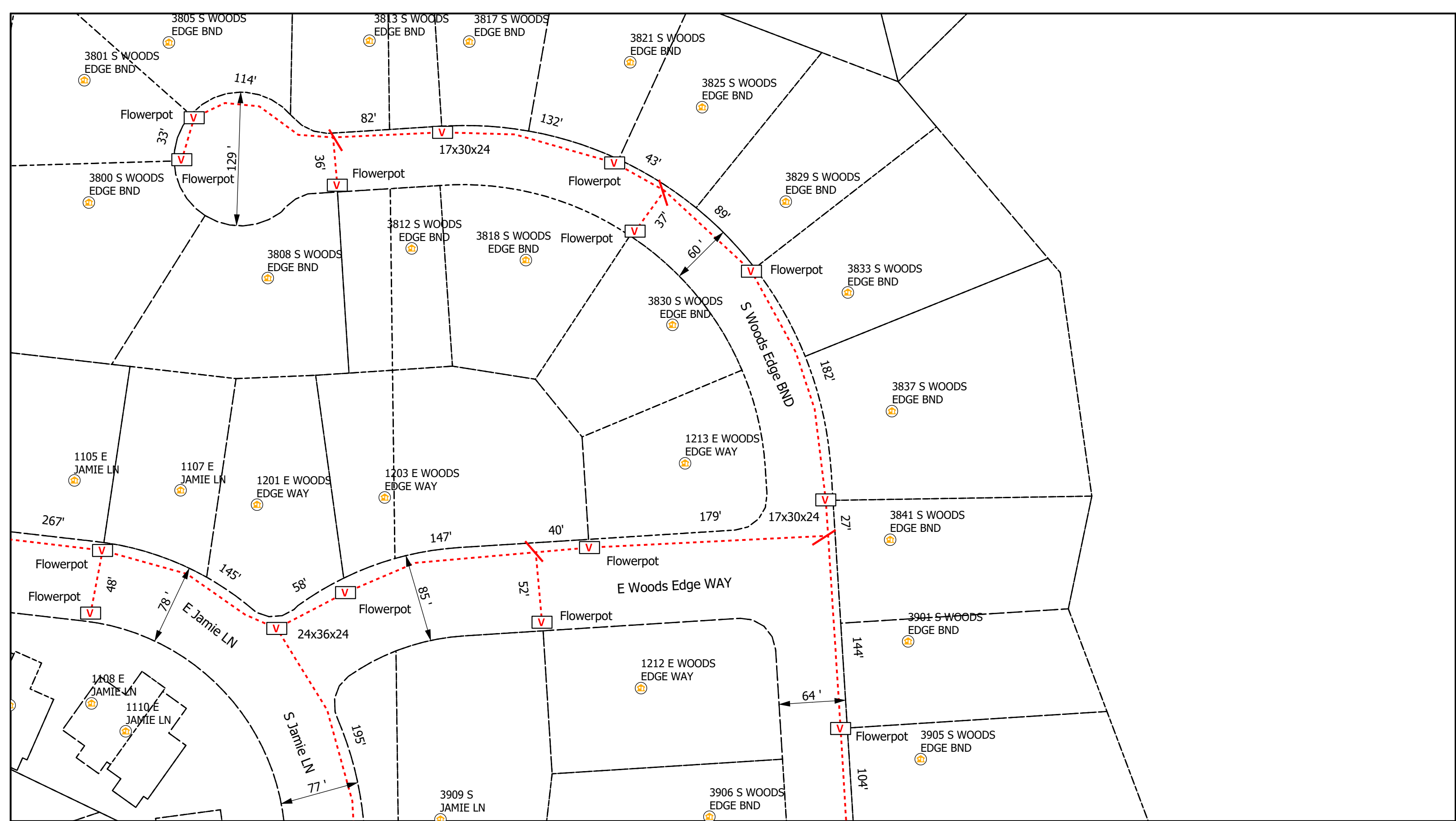
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

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

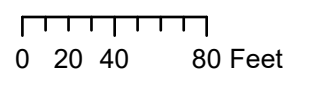
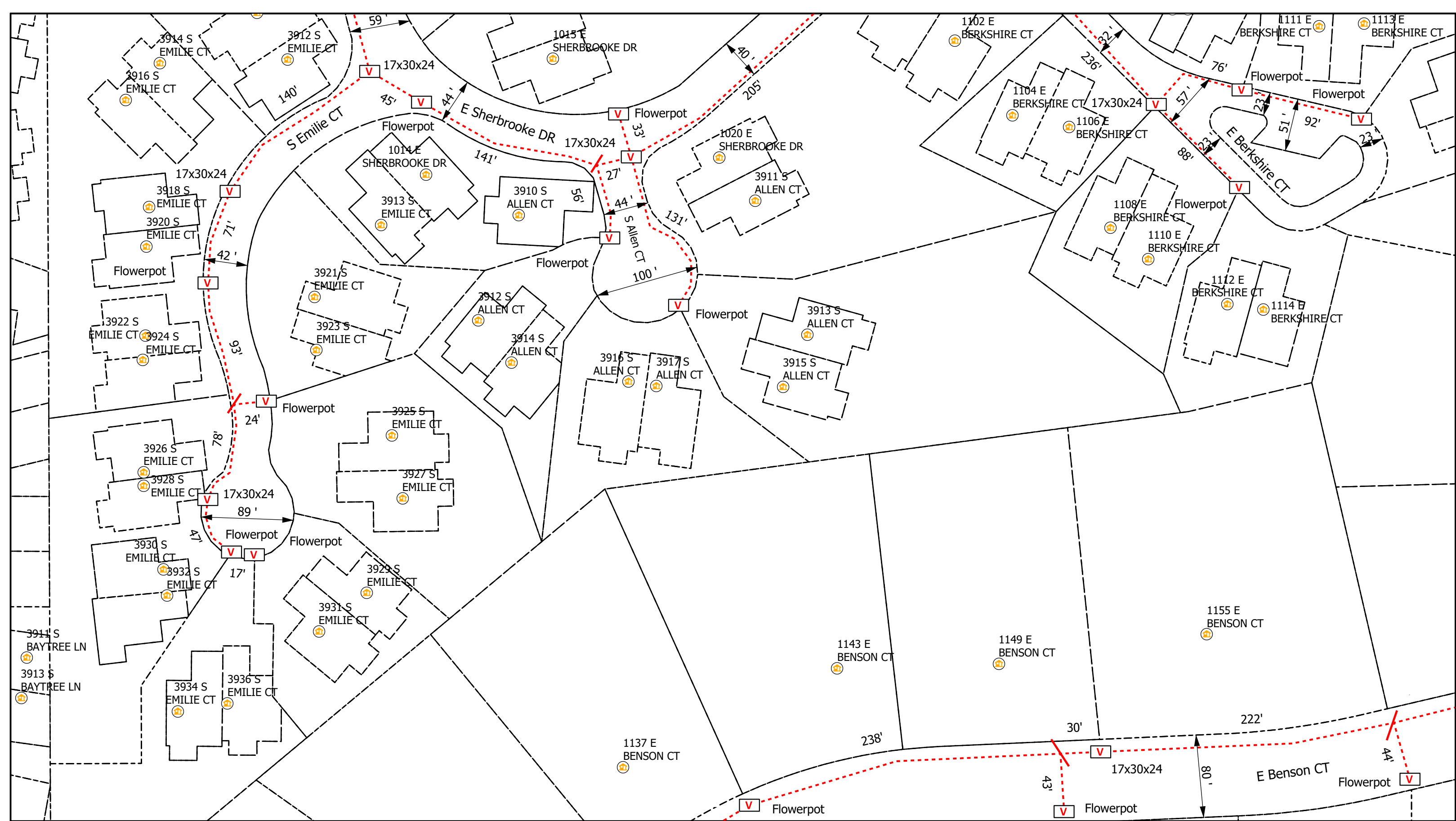
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- Vaults
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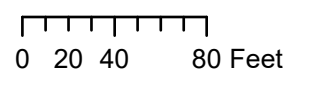
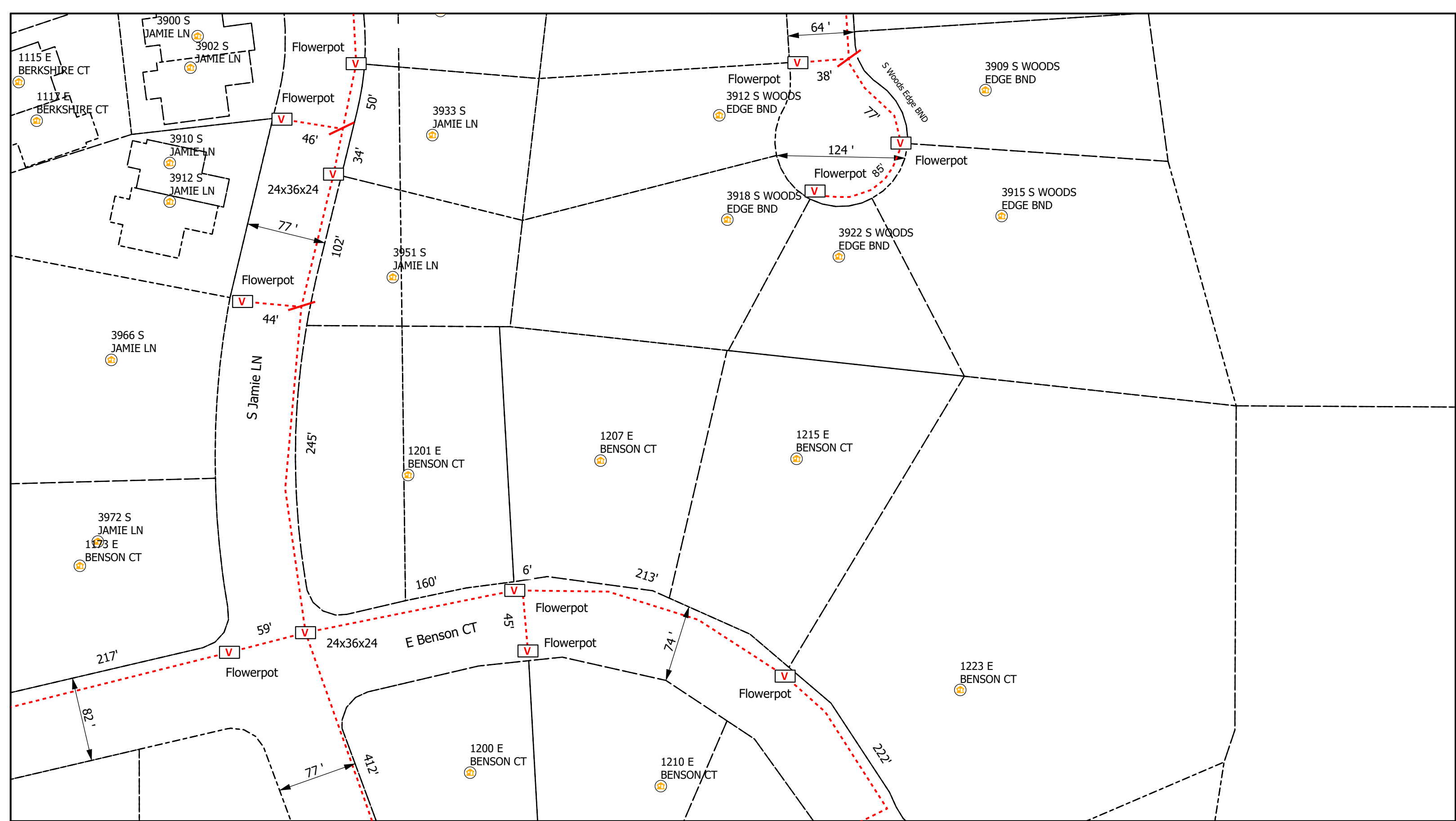
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- V Vaults
- Overhead Strand
- - - Conduit
- ⊕ Risers
- ⊕ Address
- Y Anchor
- └ Sidewalk
- Grids
- Bloomington_Parcels

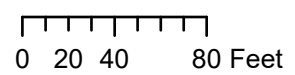
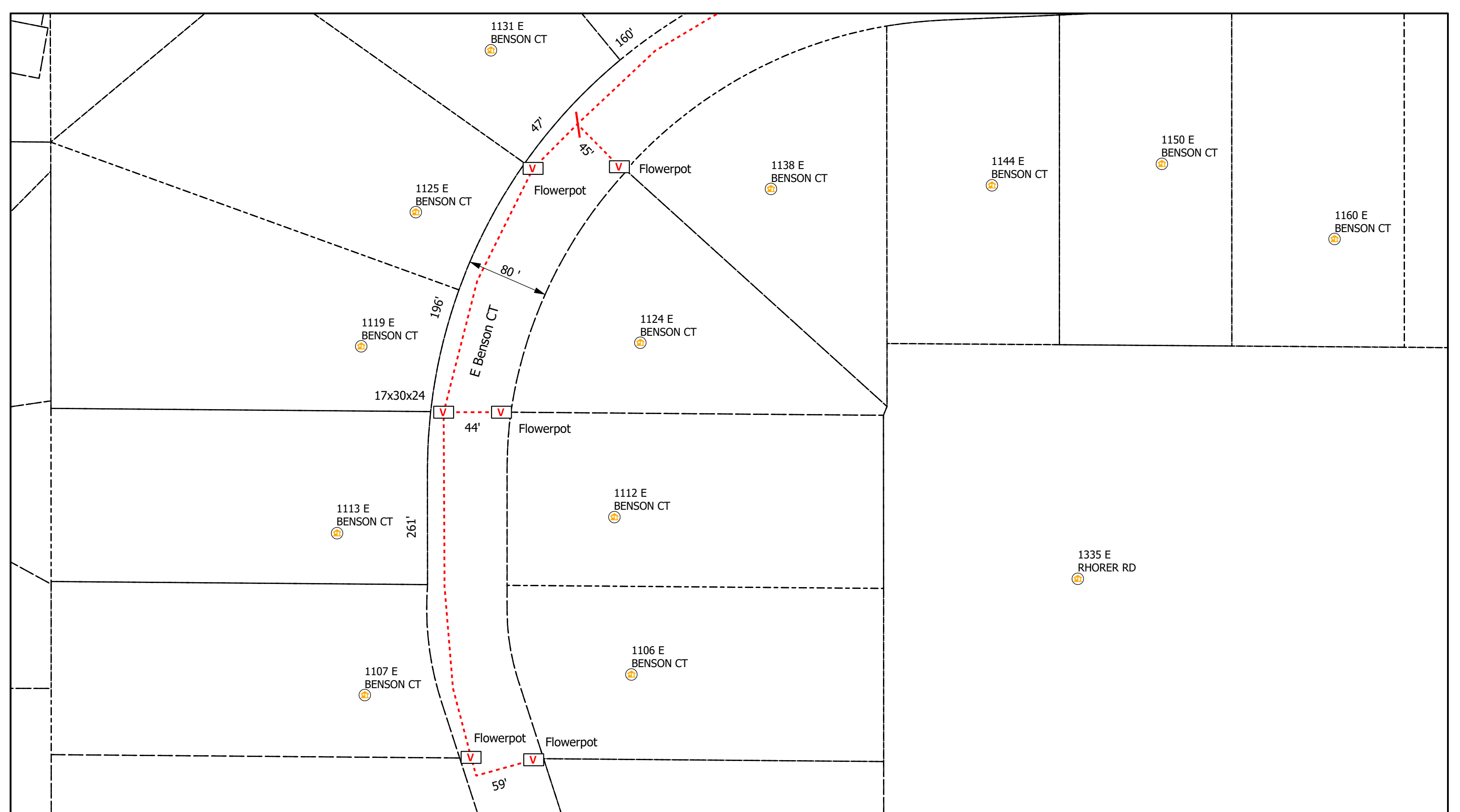
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

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

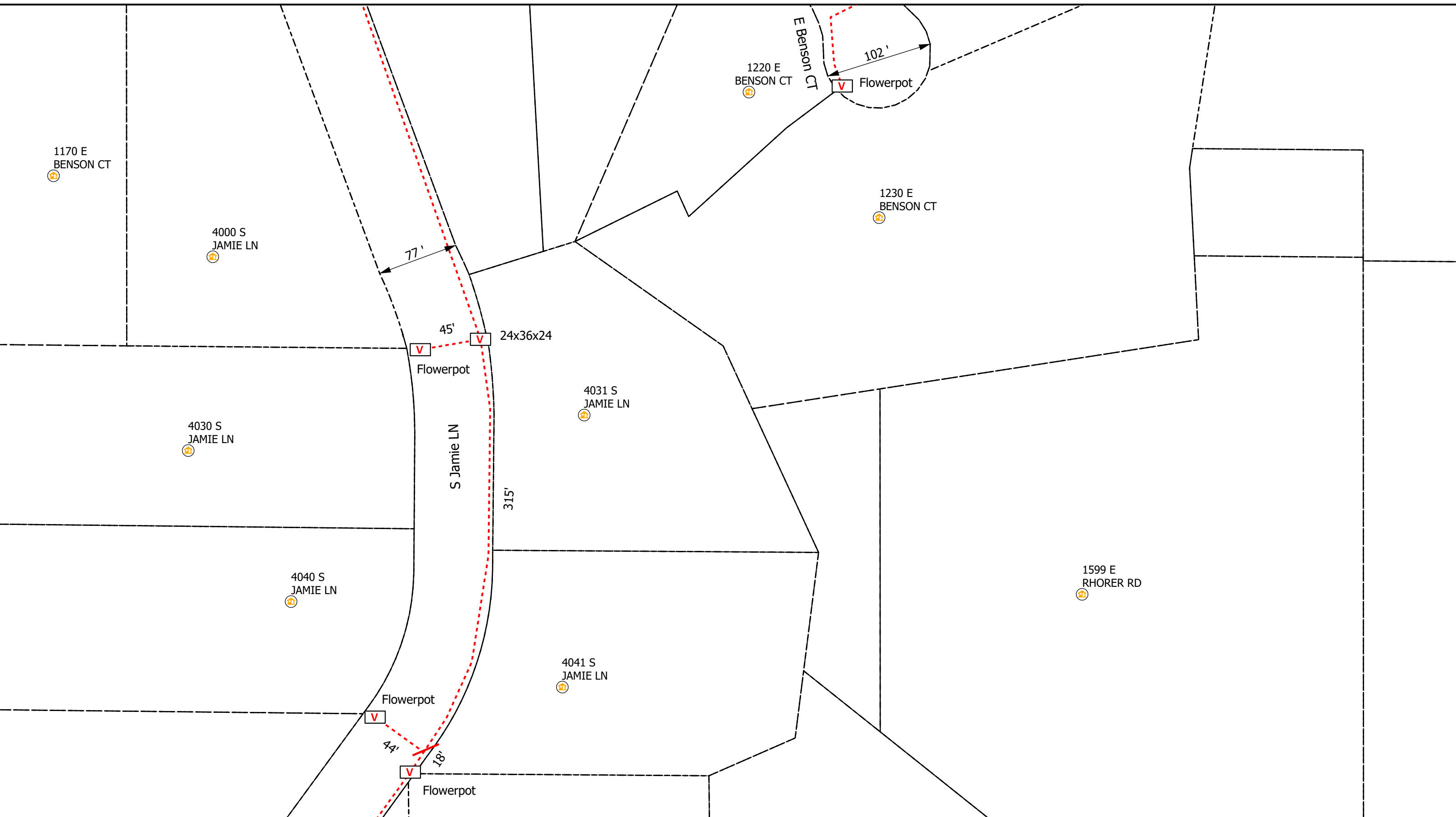
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





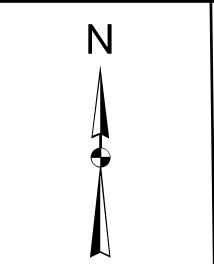
AEG

0 20 40 80 Feet

Legend

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

All Flowerpots 12" DIA

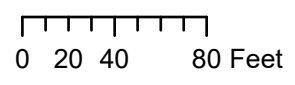
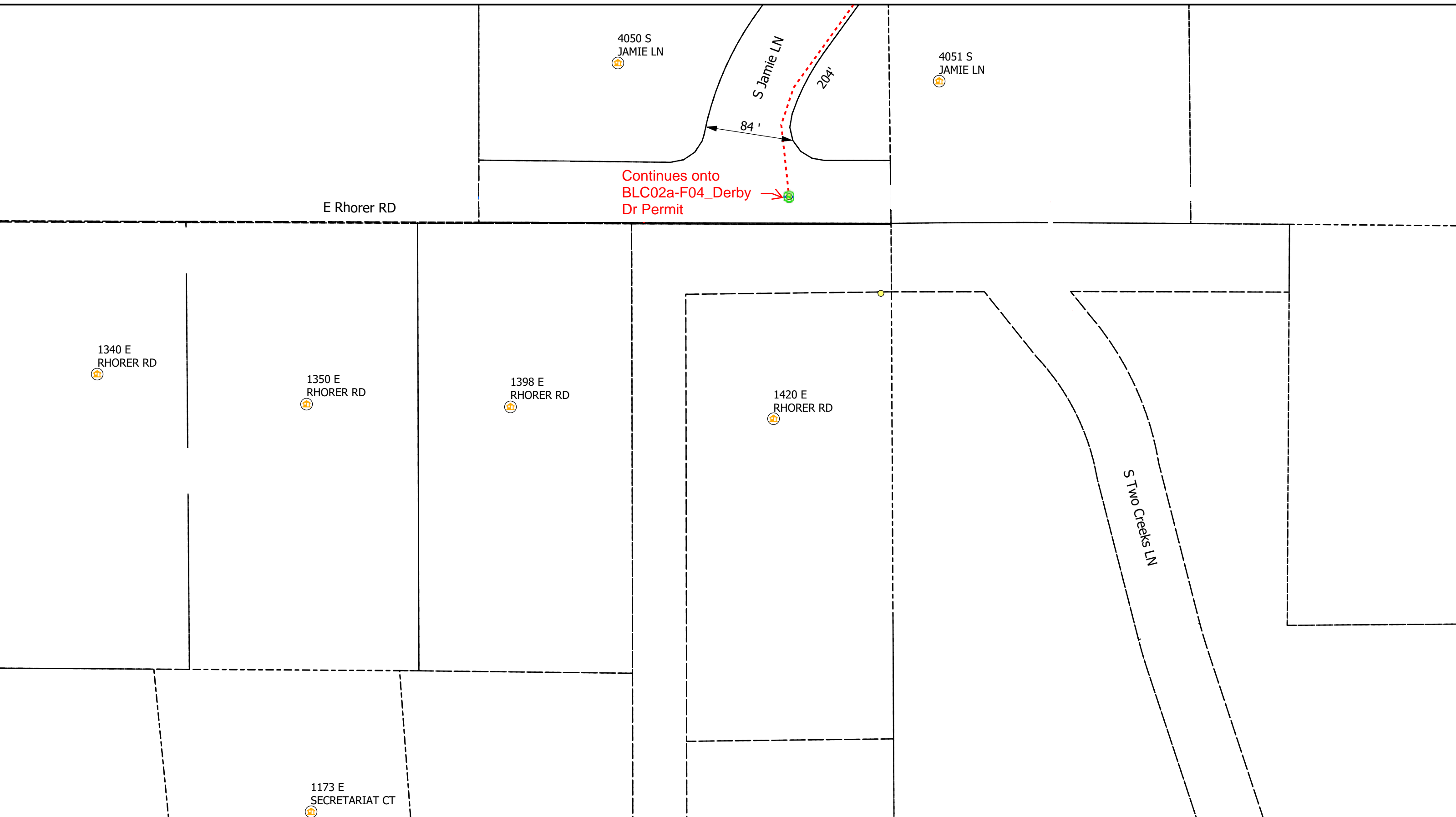


City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION

Indiana 811

Print 7 of 8



Legend

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

All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



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- 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.

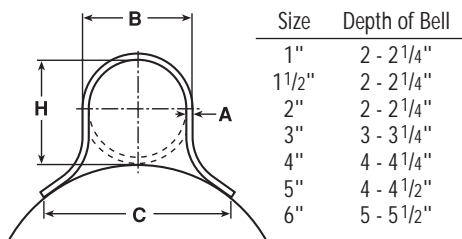


Steel U-Guard requires grounding strapping and does not have belled ends.



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

Flanged Overall Length 10 Feet, Including Bell

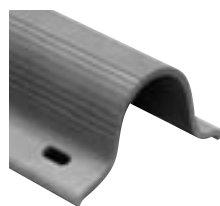


Slots are 1/2" from side to side, and allow for expansion and contraction.

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

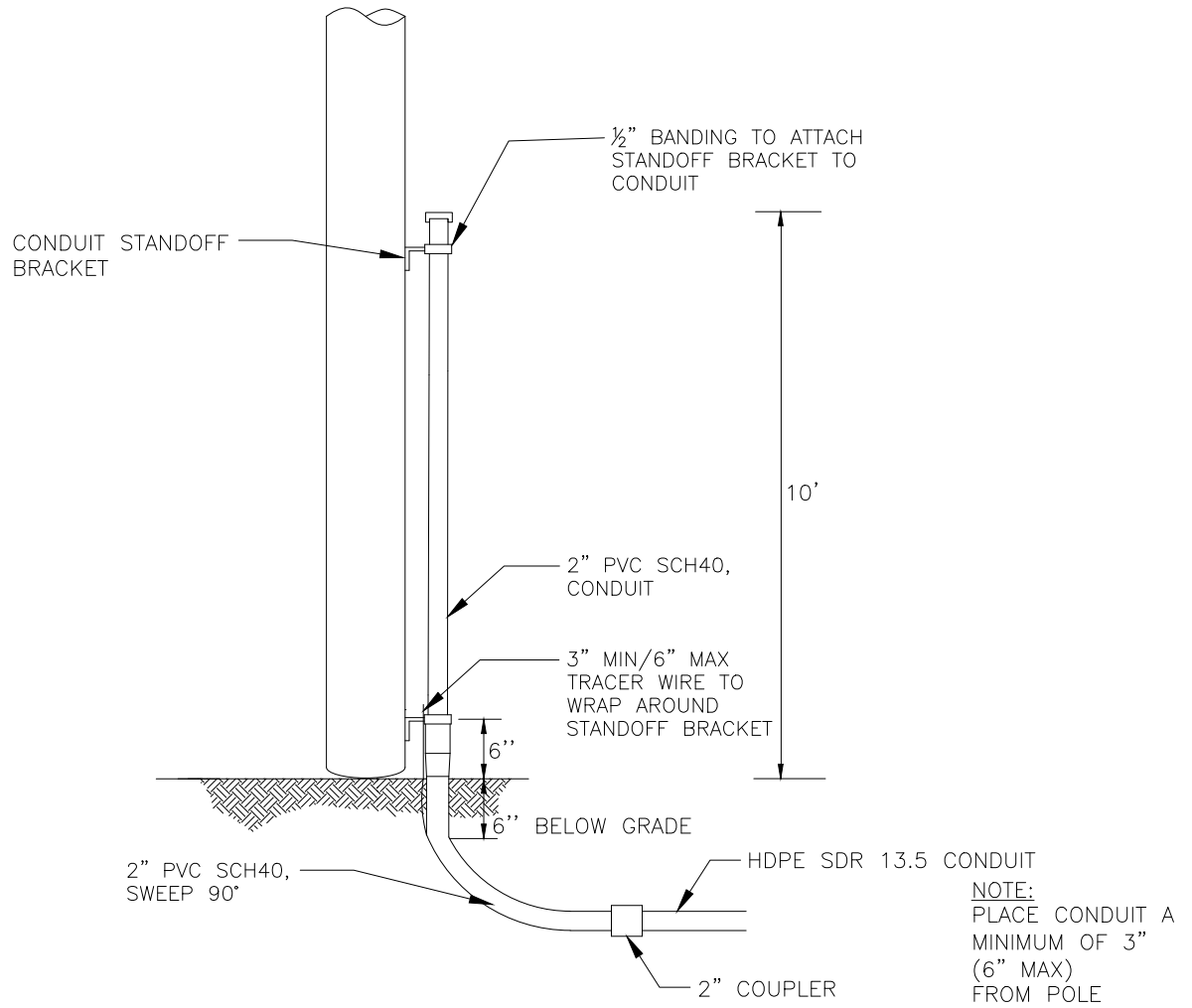
Part No.	Size	Std. Ctn. Qty.	Std. Ctn. Wt. (lbs.)	Dimensions				Actual Impact @ 0°C 20 Pound Top
				A	B	C	H	
59208N	1"	294	1059	0.100"	1 5/8"	2 3/8"	1 5/8"	40 Ft.-Lbs.
59211N	2"	136	726	0.100"	2 3/8"	4 1/2"	2 3/8"	100 Ft.-Lbs.
59211X (5' length)	2"	136	363	0.100"	2 3/8"	4 1/2"	2 3/8"	100 Ft.-Lbs.
59213N	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.



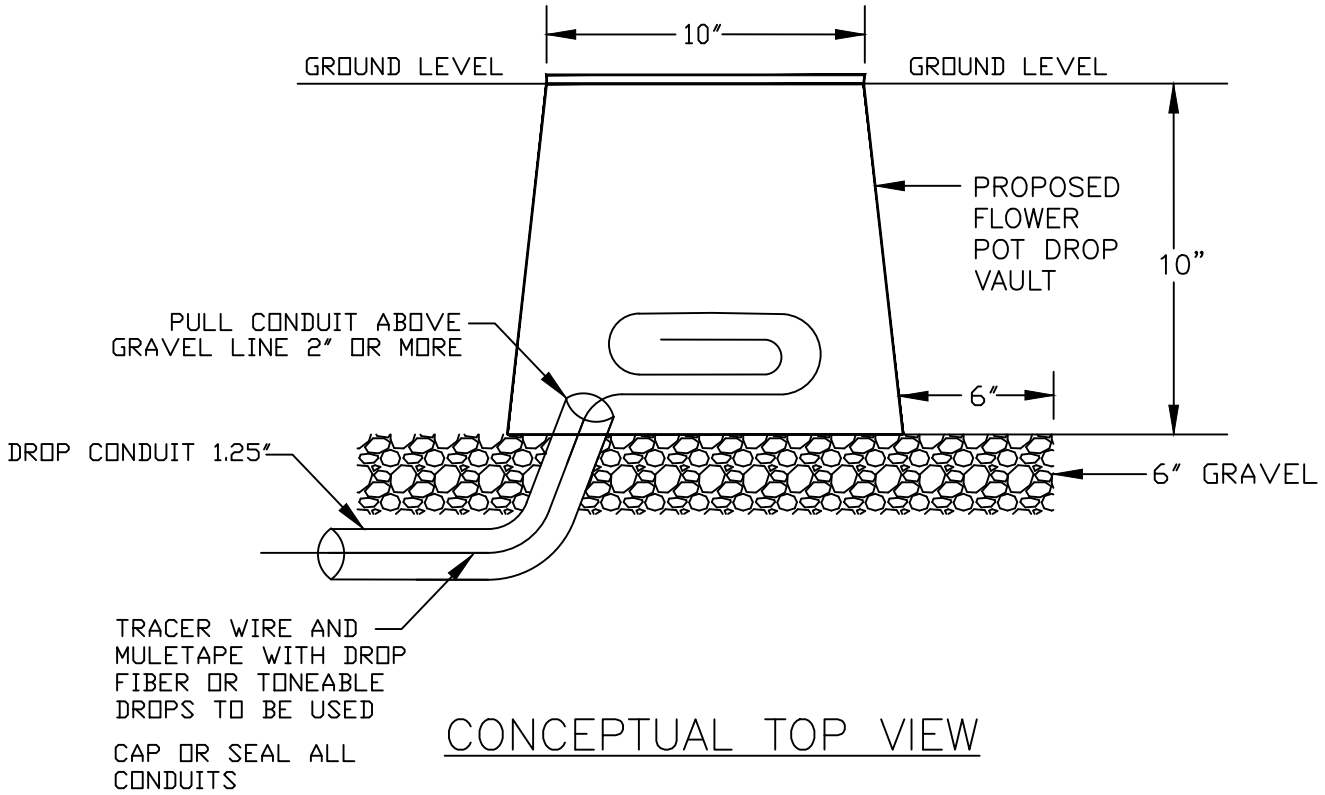
DESCRIPTION	QTY	MANUFACTURER (PREFERRED)	PART #
SCREW, LAG, 1/2" x 4-1/2"	10		
HDPE SDR 13.5 CONDUIT, VARIOUS SIZES	N/A		
2" PVC SCH40, RISER PIPE	1		
#12 TRACER WIRE	N/A		
2" PVC SCH40, SWEEP, 90 DEG	1		
CONDUIT STANDOFF BRACKET	VARIES		
CONDUIT STRAP KIT	VARIES		
2" COUPLER	1		



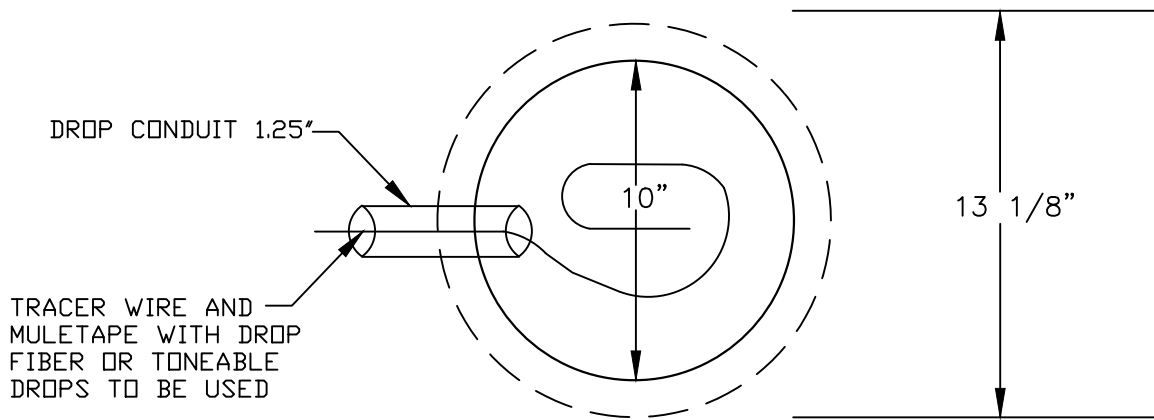
TYPICAL RISER
CONDUIT
WOOD POLE

(R2-W)

CONCEPTUAL SIDE VIEW



CONCEPTUAL TOP VIEW

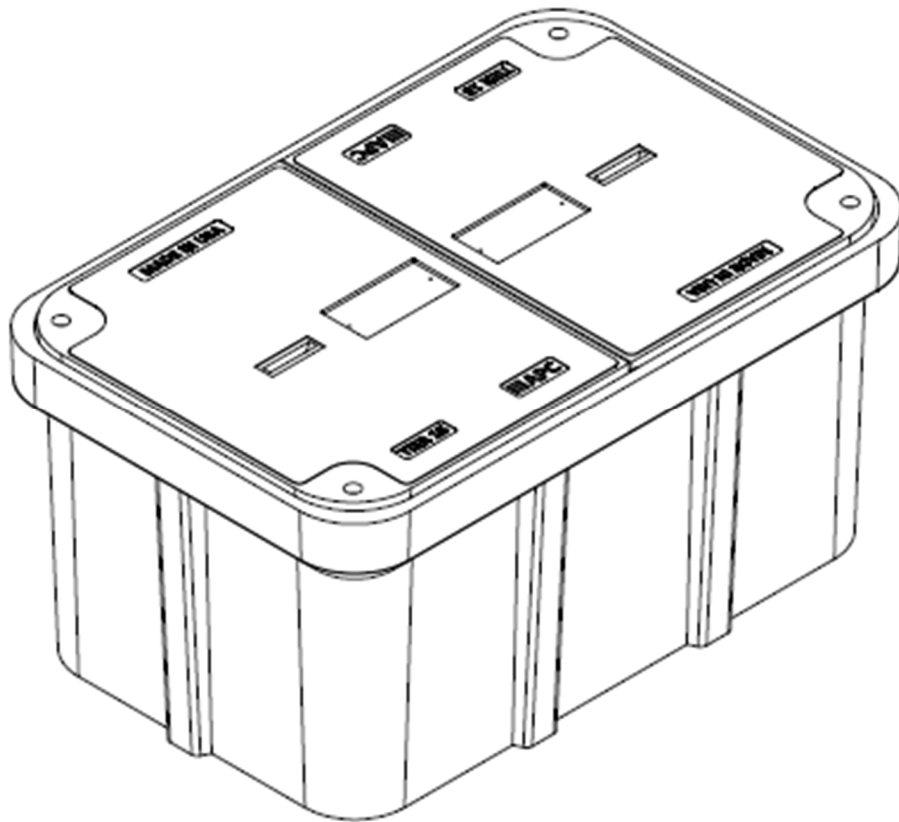


FLOWER POT

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.

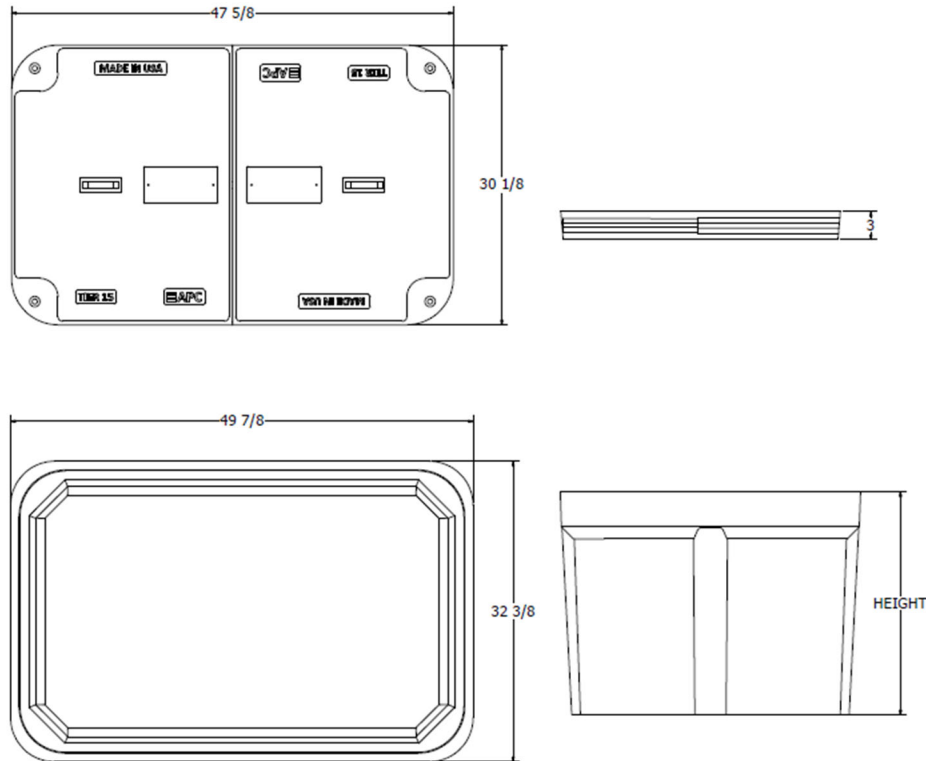


30"x48" PC UNIT, 2PC TIER 15/22

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



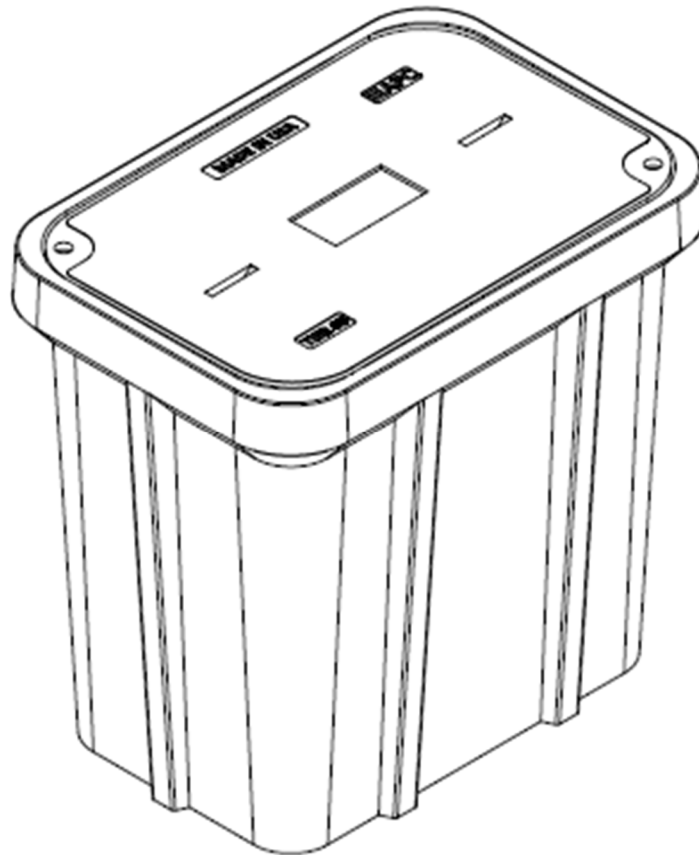
Auger Thread



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.

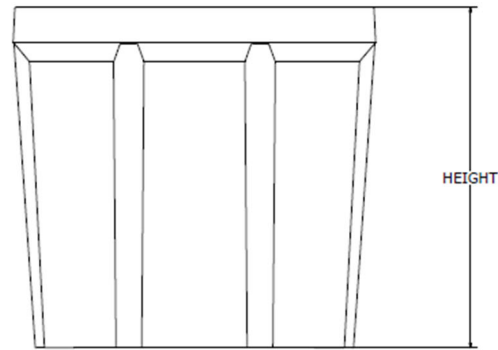
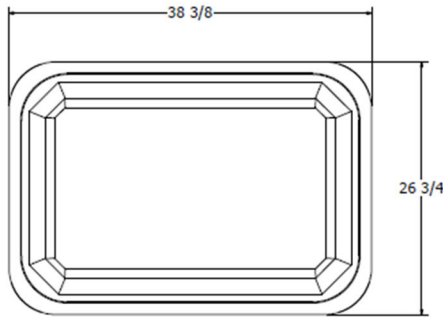
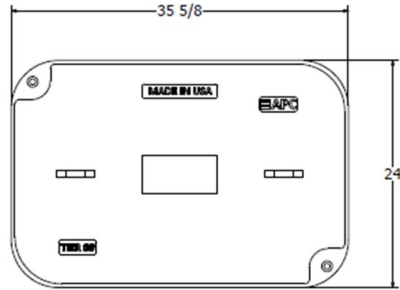


24"x36" PC UNIT, TIER 15/22

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

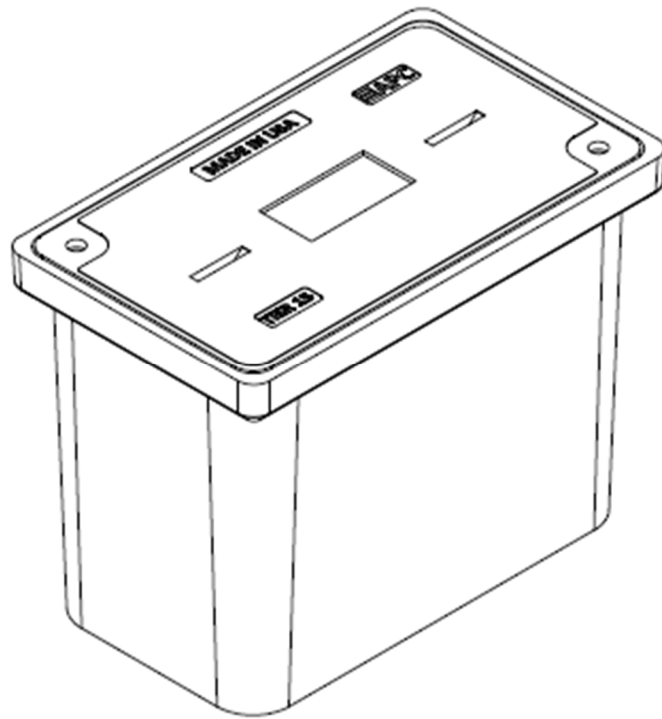


17"x30" PC UNIT, TIER 15/22

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.

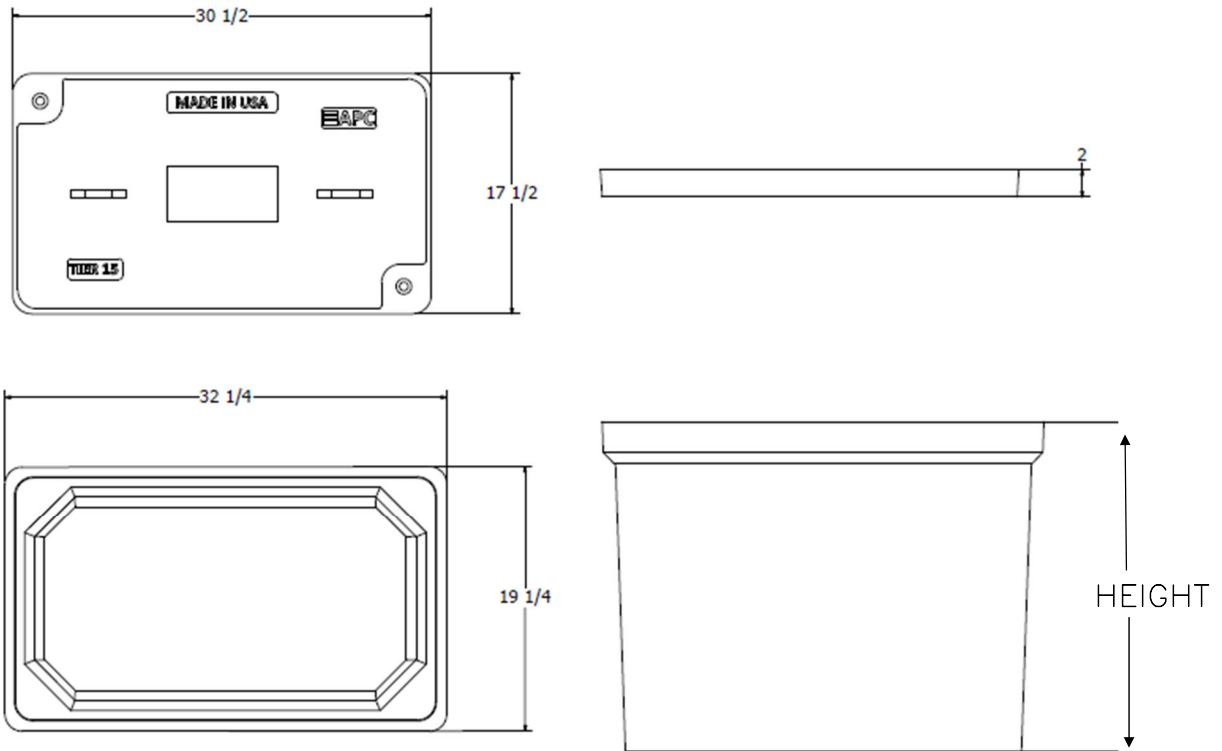


17"x30" PC UNIT, TIER 15/22

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



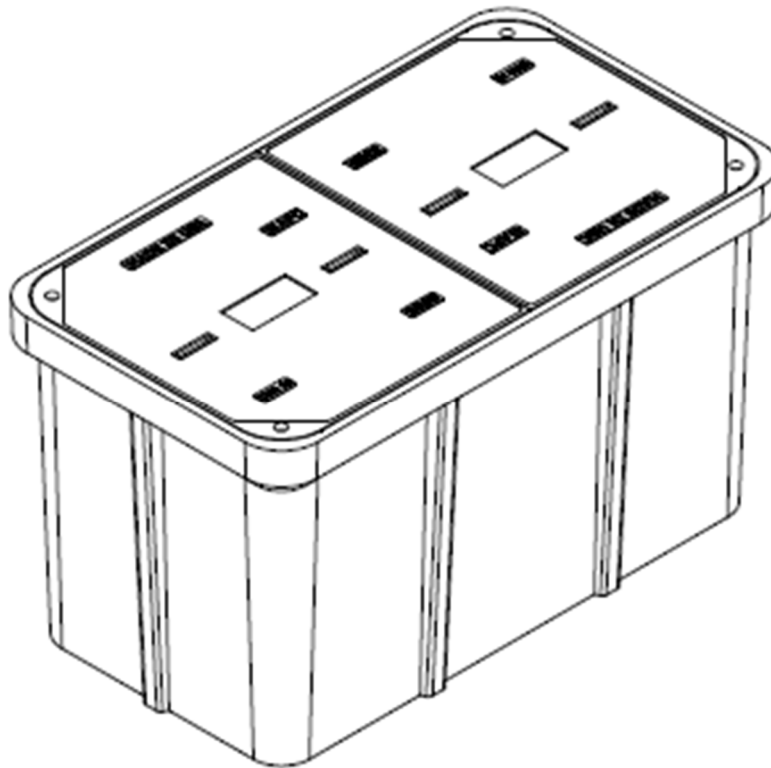
Auger Thread



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.

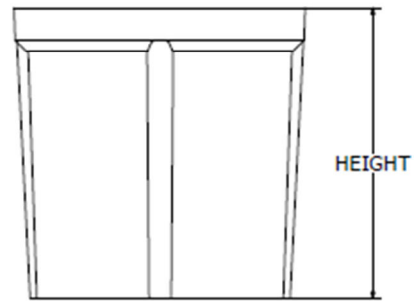
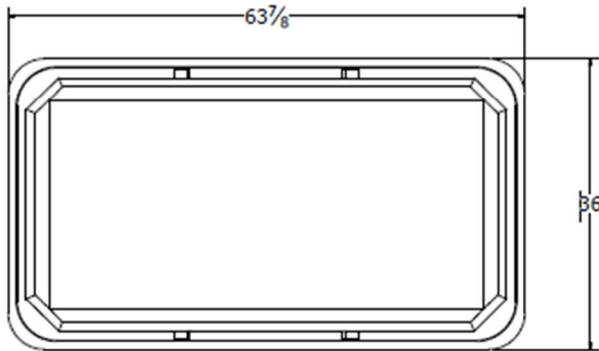
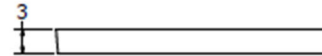
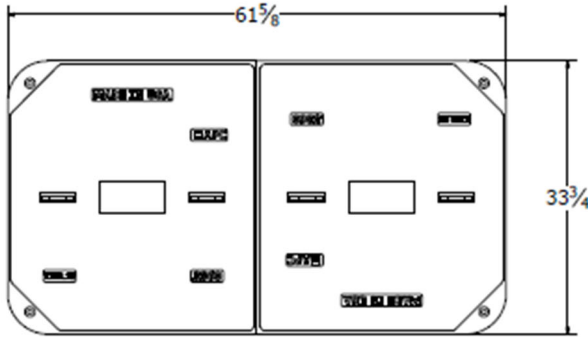


33"x60" PC UNIT, 2PC TIER 15/22

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		
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						

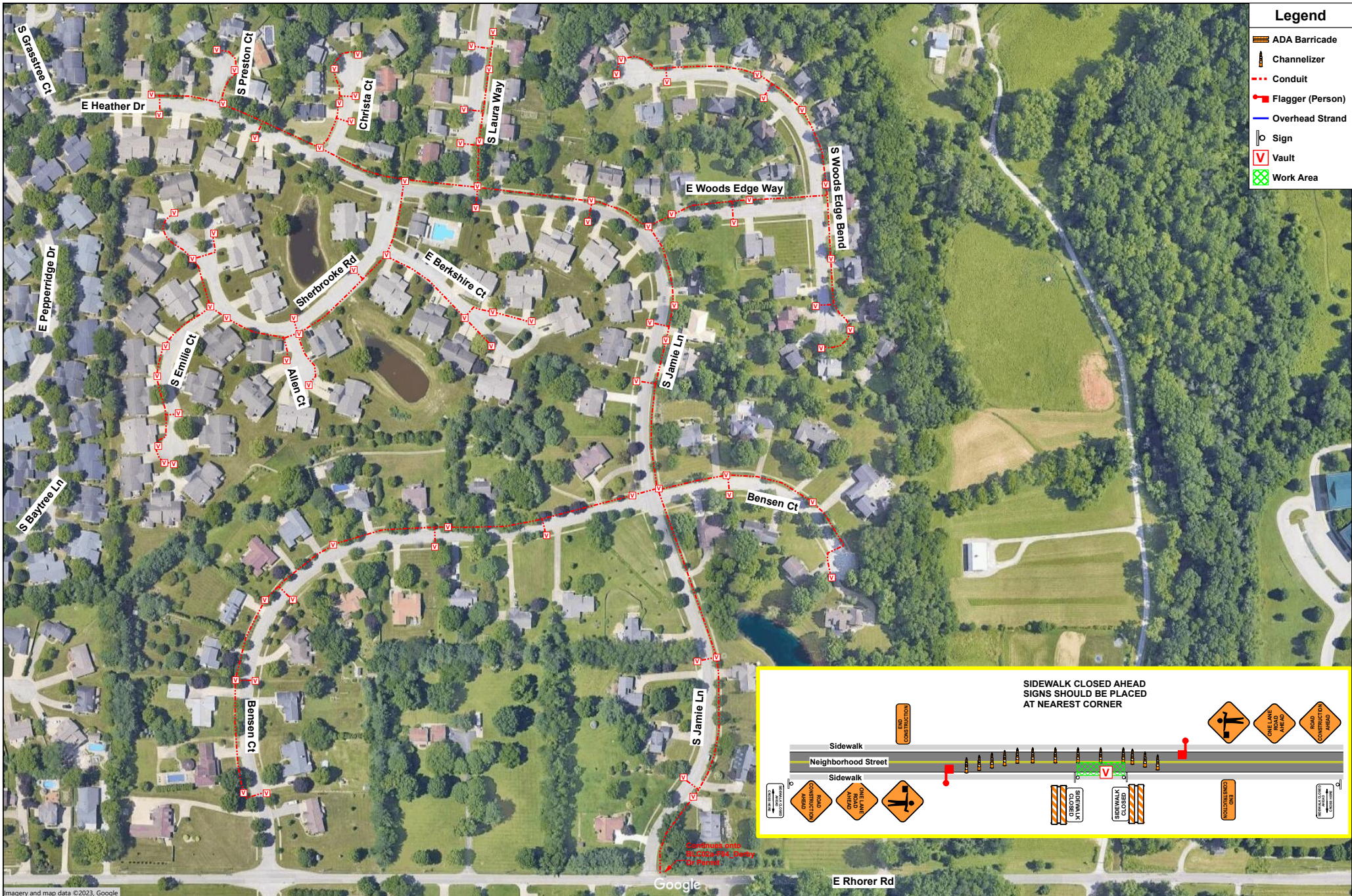
APPROVED/ACCEPTED BY:
ENGINEER, OWNER, or PRIME CONTRACTOR
 Check for Notice to Proceed.
BLC02a-F04_E Benson Ct

Signature: _____

Company: _____

Date: 3/15/2023 **Project:** BLC02a-F04 E Benson Ct :
: **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

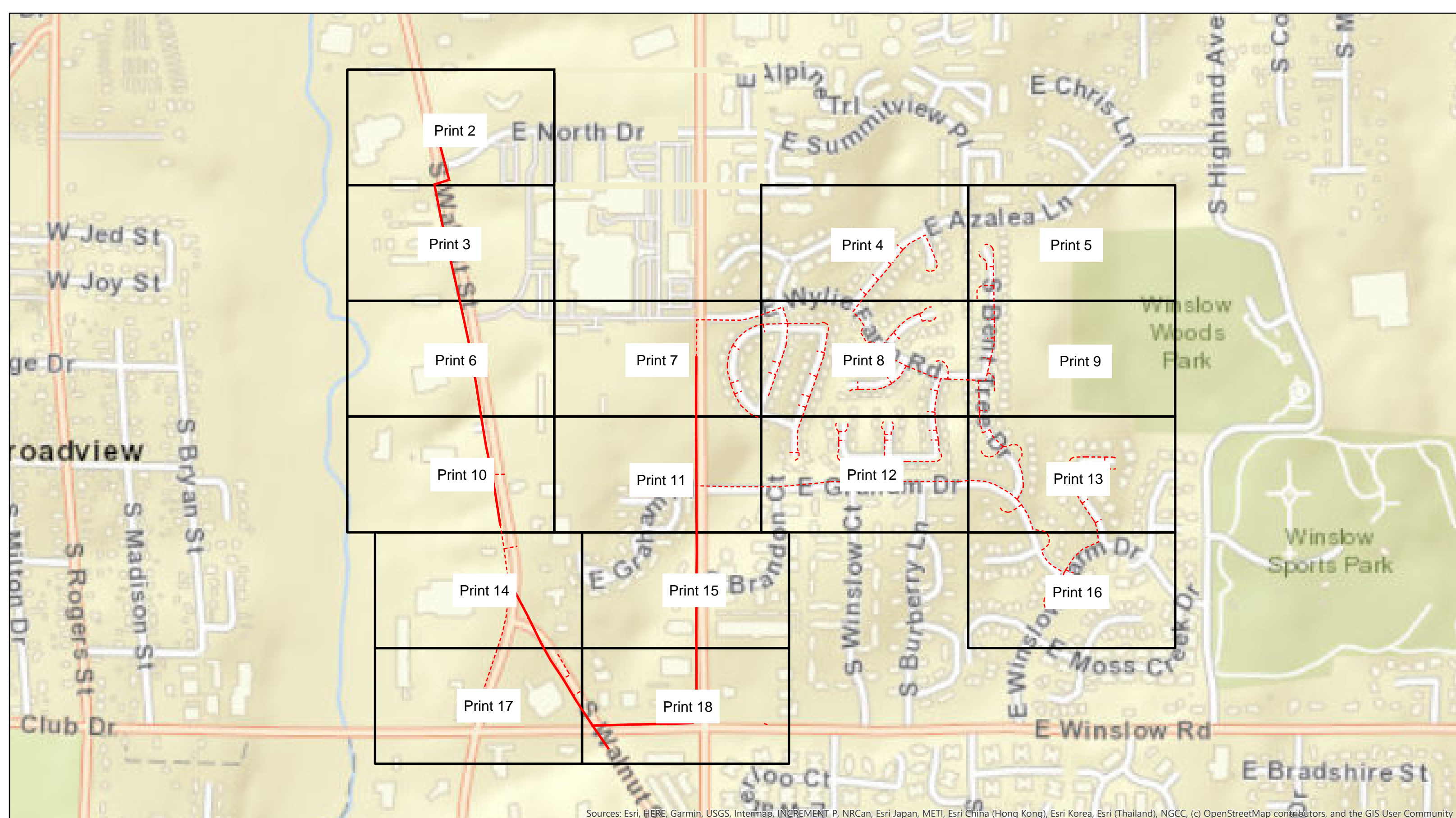
ADDRESS OF ROW ACTIVITY: E Benson Ct

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>		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>BLC02a-F04 E Benson Ct</u>	
BOND #*: <u>1160465</u> COMPANY: <u>LEXON</u>		PROJECT #: <u>BLC02a-F04 E Benson Ct</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>219.40 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 Benson Ct</u>		LINEAL FT OF BORE*: <u>10,007 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 31st</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>3/15/2023</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: _____



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



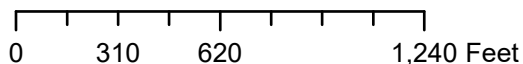
Legend BLC02a-F06_ E Hickory Stick Dr

- Overhead Strand
- - - Conduit
- Grids



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



1890 S WALNUT ST APT 15
 1890 S WALNUT ST APT 17
 1890 S WALNUT ST APT 19
 1890 S WALNUT ST APT C
 1890 S WALNUT ST APT A
 1890 S WALNUT ST APT B

315 E NORTH DR

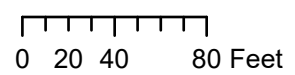
1900 S WALNUT ST

Continues into existing vault

S Walnut ST

E North DR

1958 S WALNUT ST
 1960 S WALNUT ST



Legend

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

All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



1962 S WALNUT ST

2000 S WALNUT ST

2020 S WALNUT ST

2050 S WALNUT ST

2100 S WALNUT ST

2110 S WALNUT ST

45'

181'

103'

201'

S Walnut ST

45'

128'

78'

61'



0 20 40 80 Feet

Legend

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

All Flowerpots 12" DIA

N

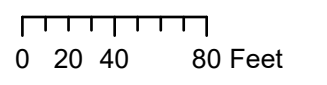
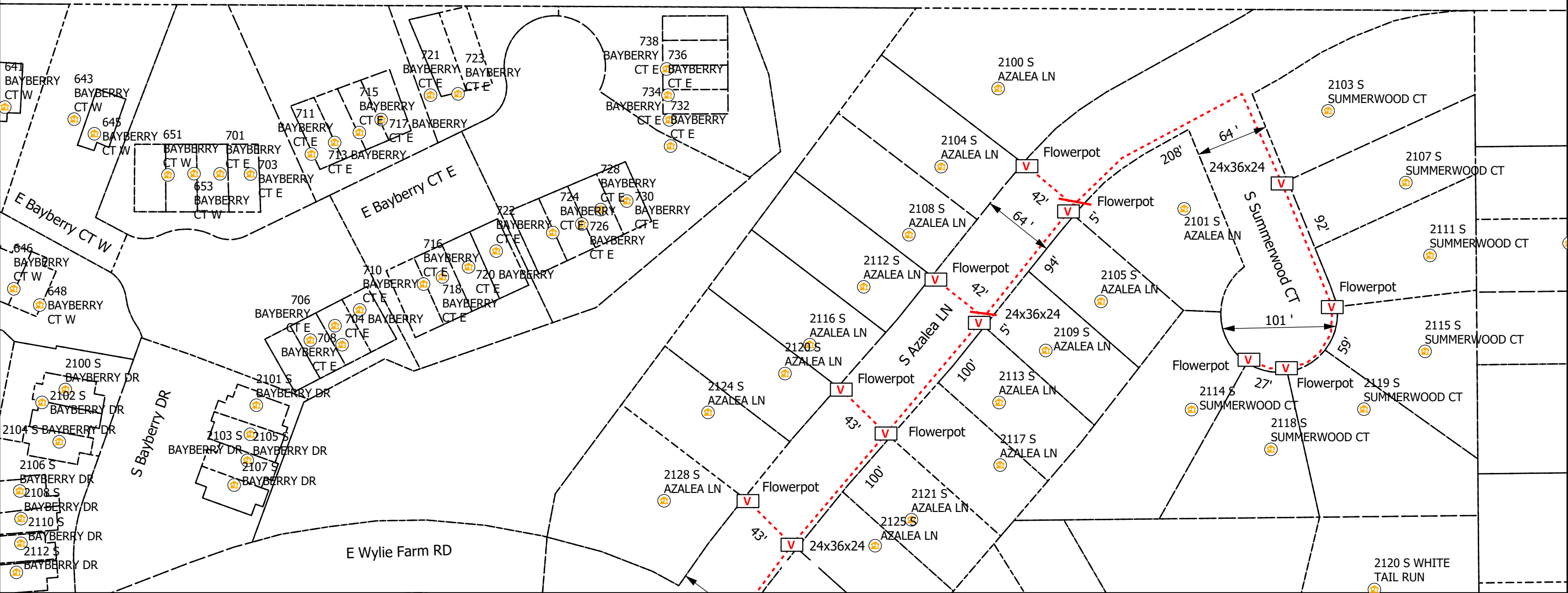


City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



738 RIDGE CREST CT, 742 RIDGE CREST CT, 744 RIDGE CREST CT, 736 RIDGE CREST CT, 740 RIDGE CREST CT, 734 RIDGE CREST CT, 732 RIDGE CREST CT, 702 RIDGE CREST CT, 714 RIDGE CREST CT, 718 RIDGE CREST CT, 726 RIDGE CREST CT, 730 RIDGE CREST CT, 700 RIDGE CREST CT, 706 RIDGE CREST CT, 710 RIDGE CREST CT, 716 RIDGE CREST CT, 722 RIDGE CREST CT, 704 RIDGE CREST CT, 708 RIDGE CREST CT, 712 RIDGE CREST CT, 720 RIDGE CREST CT, 724 RIDGE CREST CT, 728 RIDGE CREST CT, 686 RIDGE CREST CT, 682 RIDGE CREST CT, 684 RIDGE CREST CT, 1030 E SUMMIT VIEW PL, 1032 E SUMMIT VIEW PL, 1034 E SUMMIT VIEW PL, 1036 E SUMMIT VIEW PL, 1038 E SUMMIT VIEW PL, 1042 E SUMMIT VIEW PL, 1040 E SUMMIT VIEW PL, 1046 E SUMMIT VIEW PL, 1044 E SUMMIT VIEW PL, E Ridge Crest CT, E Azalea LN, E Summit View PL



Legend

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

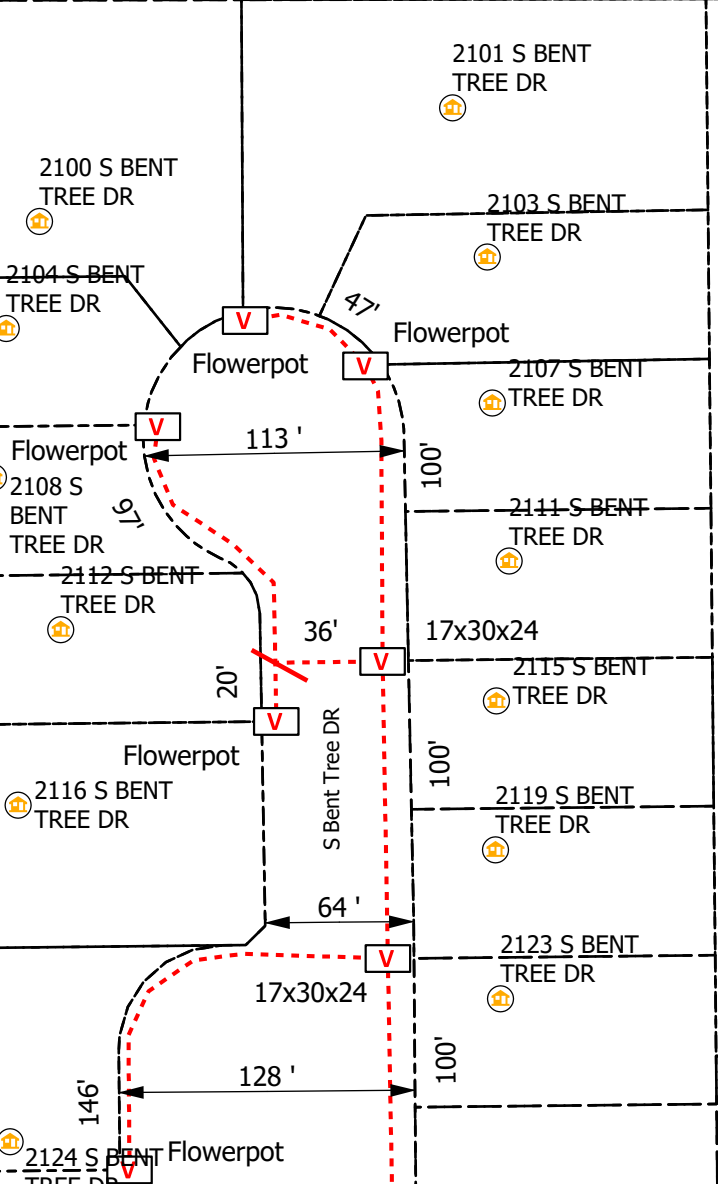
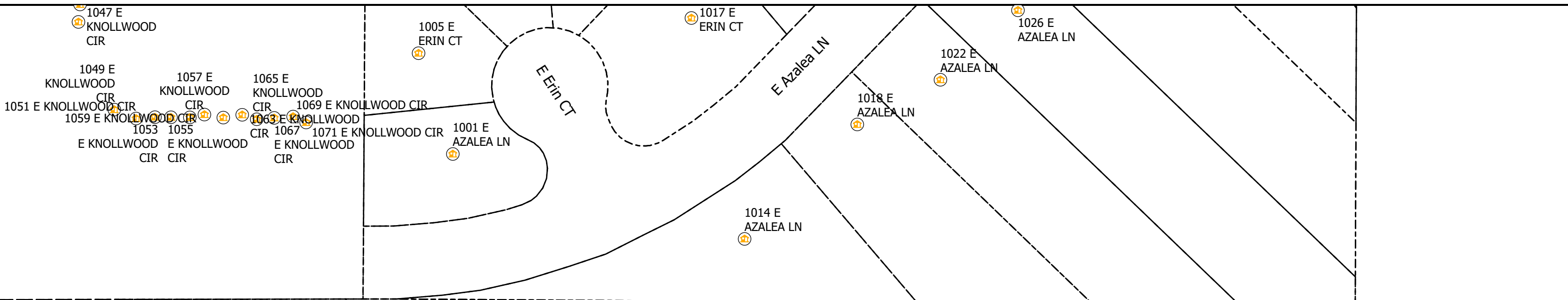
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

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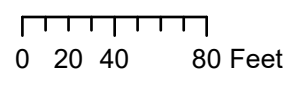
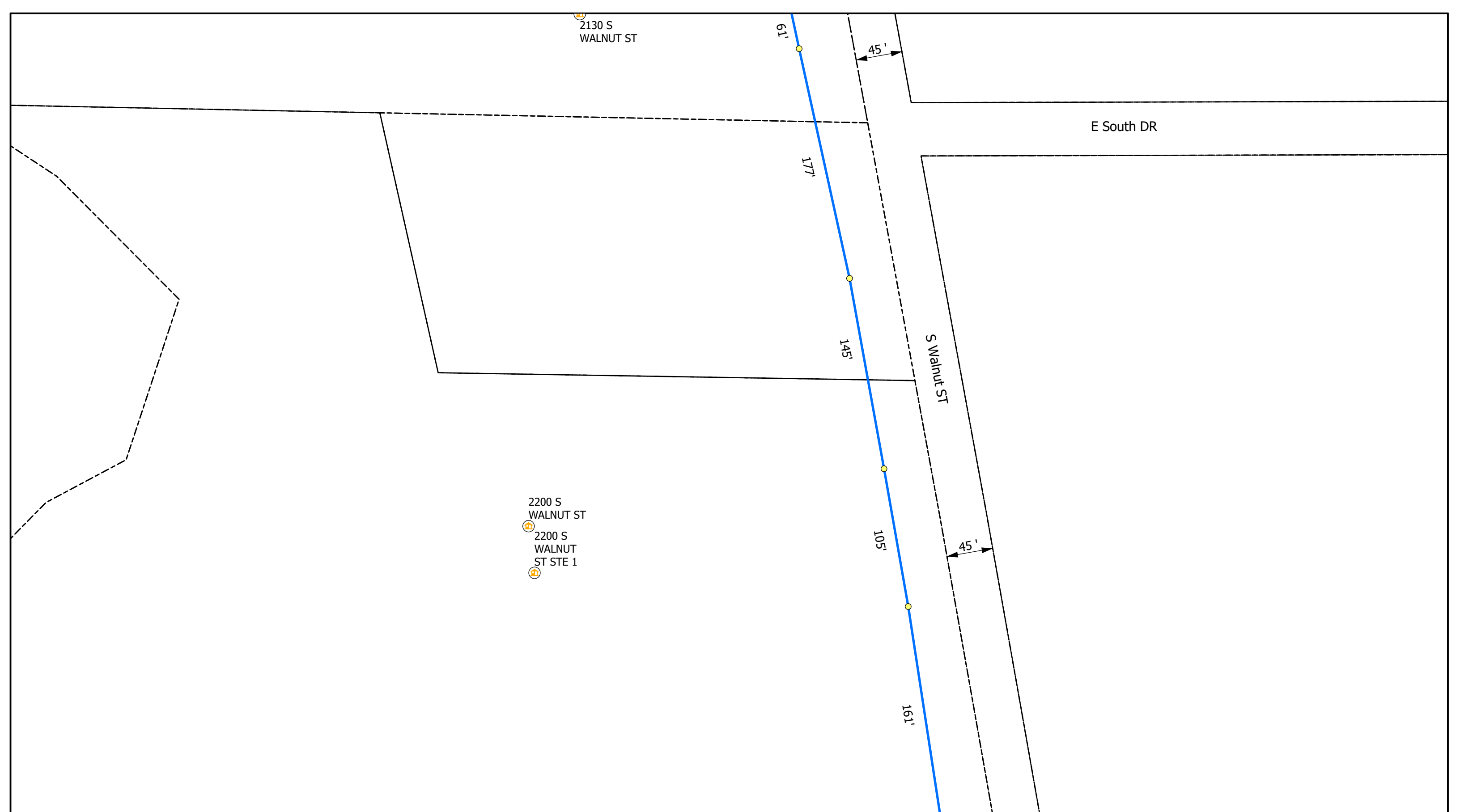
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
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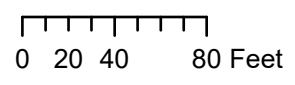
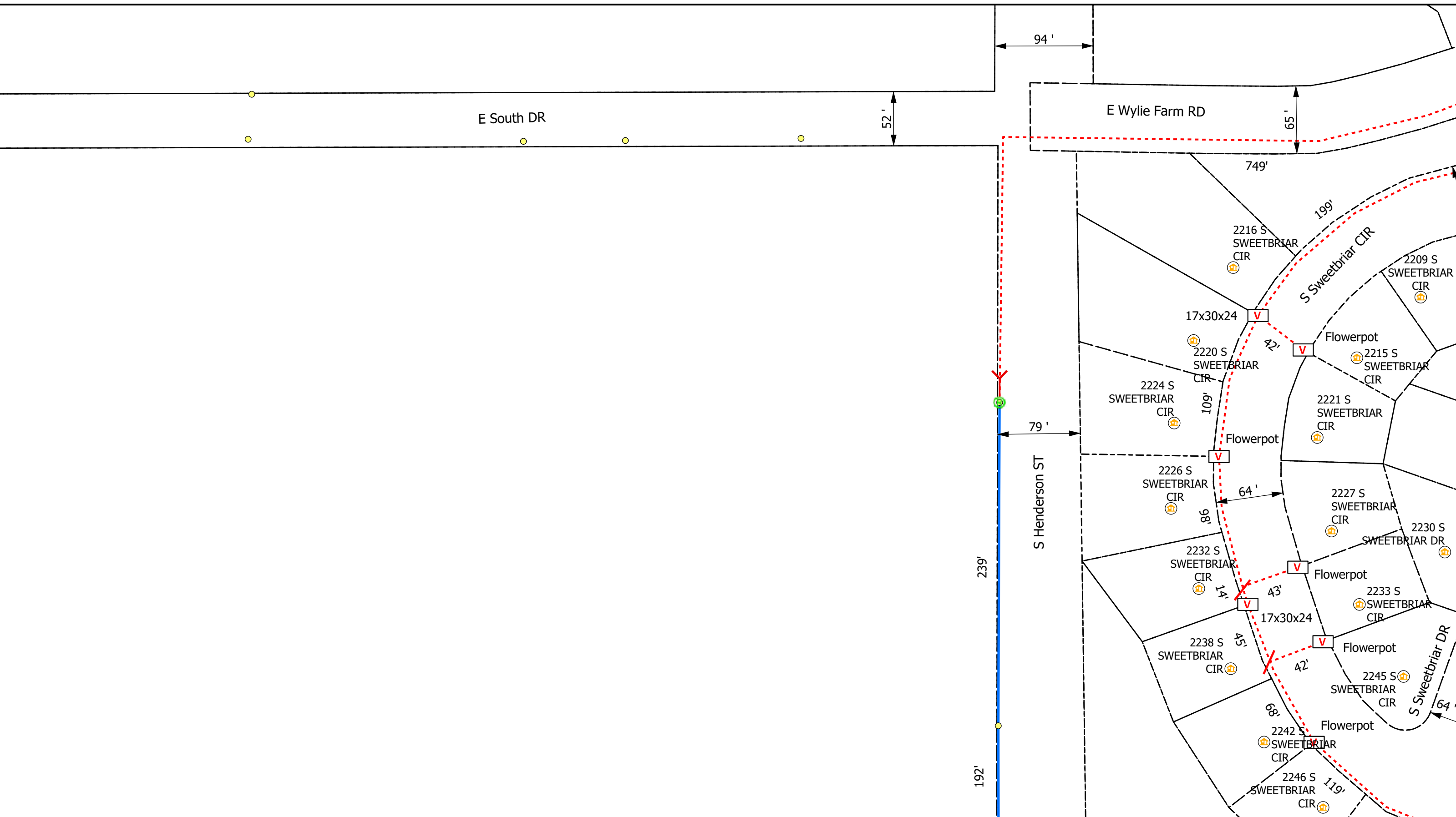
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- Vaults
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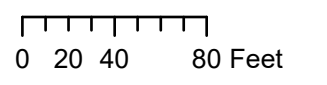
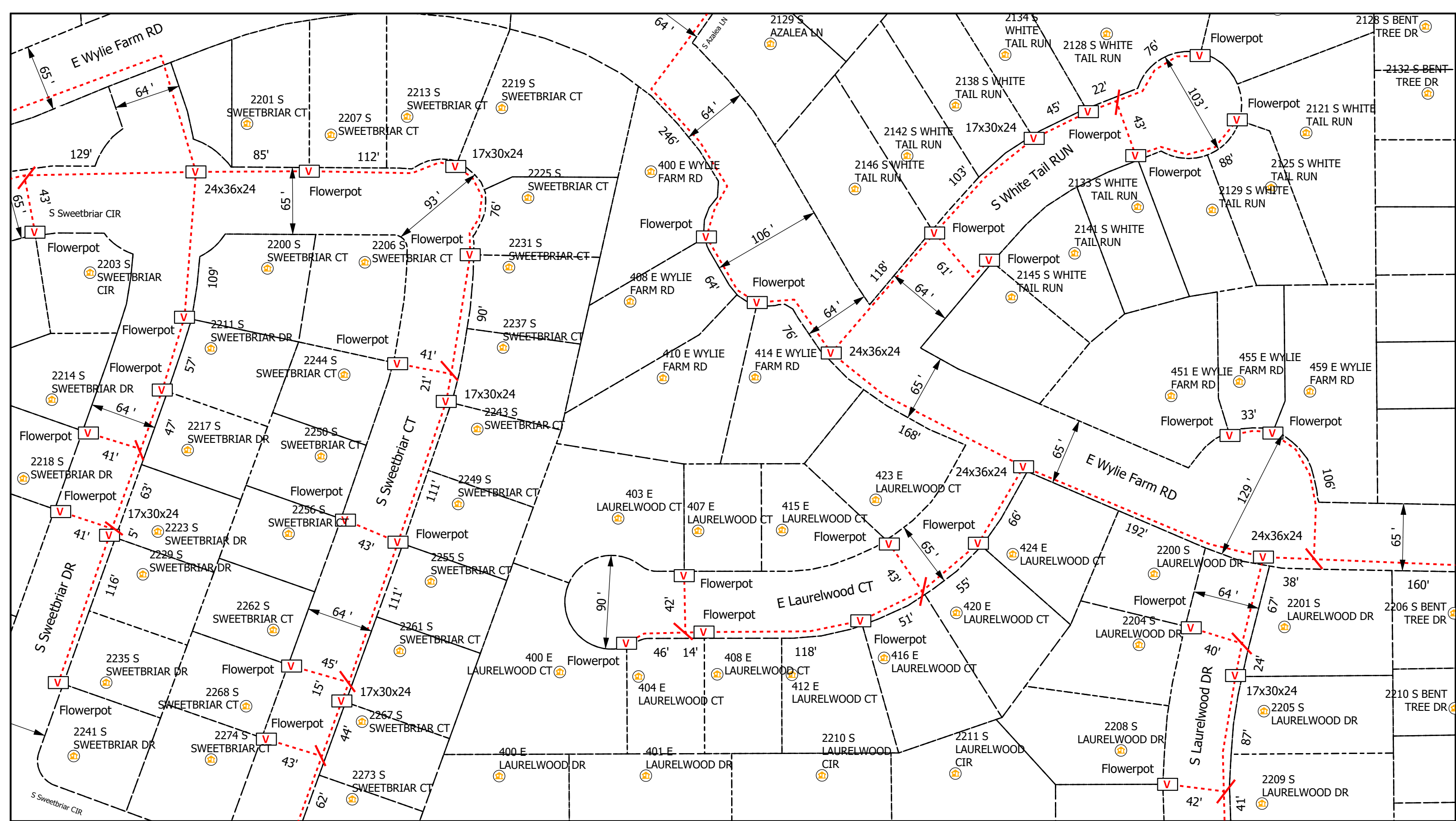
All Flowerpots 12" DIA



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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- Address
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- Grids

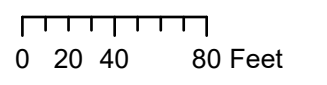
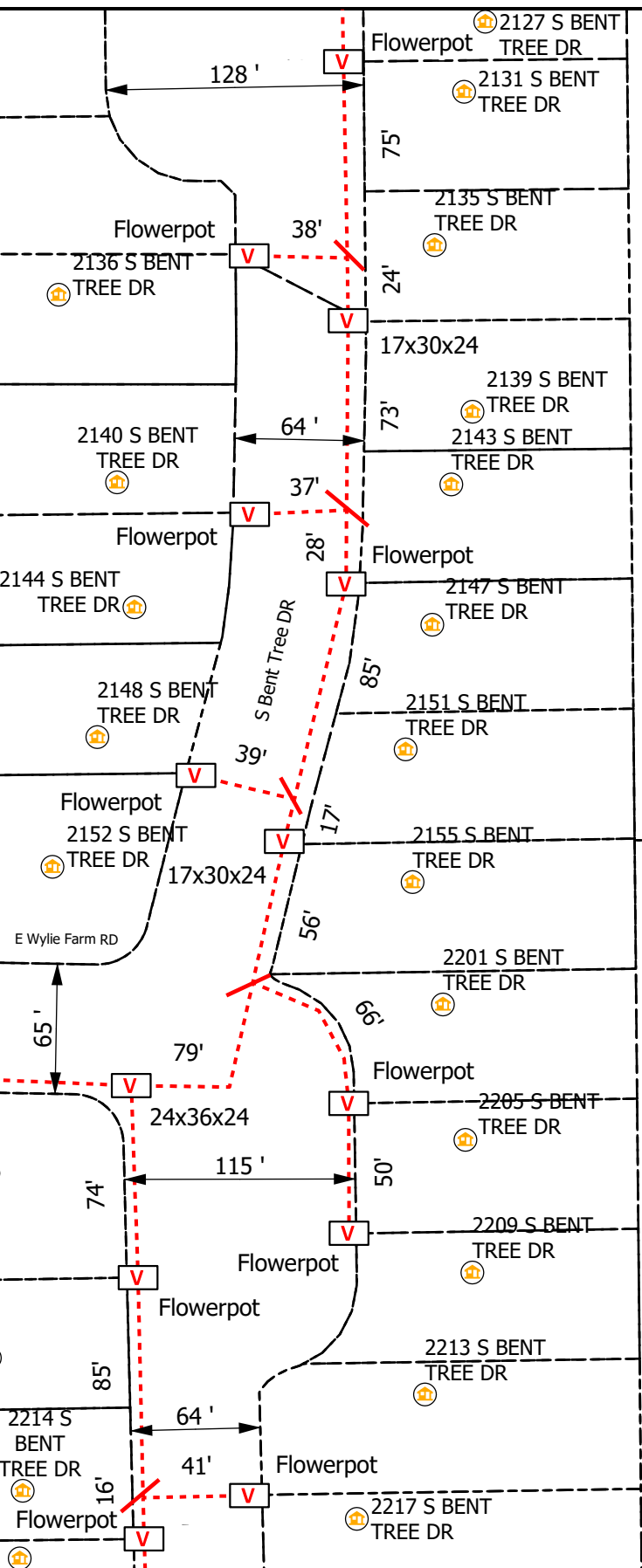
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- Vaults
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- Bloomington_Parcels
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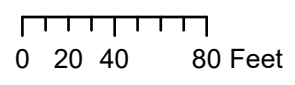
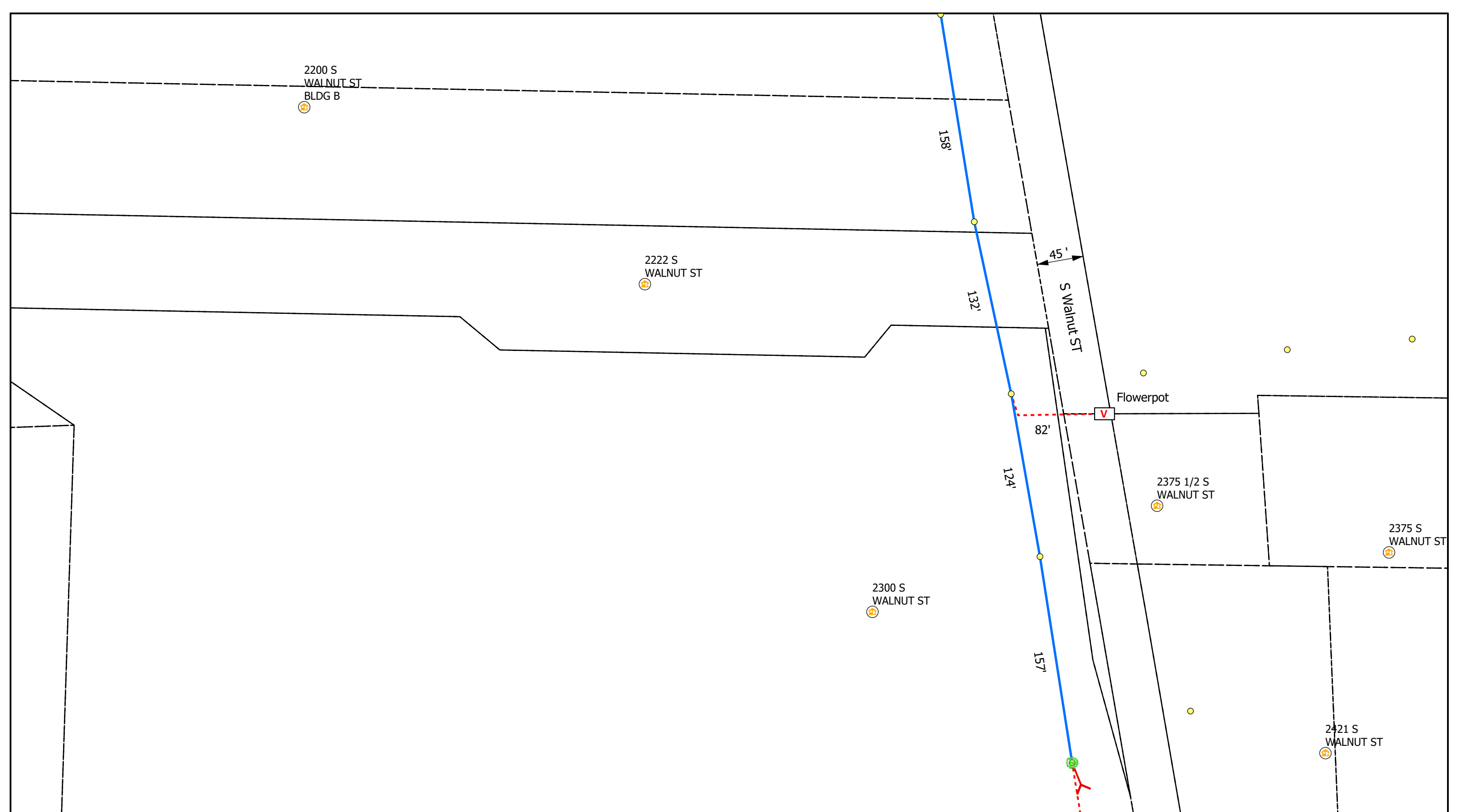
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- V Vaults
- Overhead Strand
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- Grids

All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



119'
Flowerpot

192'

224'

88'

S Henderson ST

716'

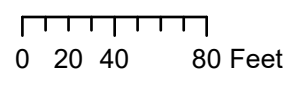
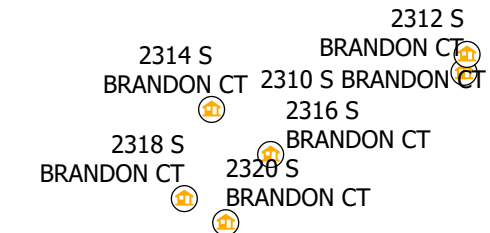
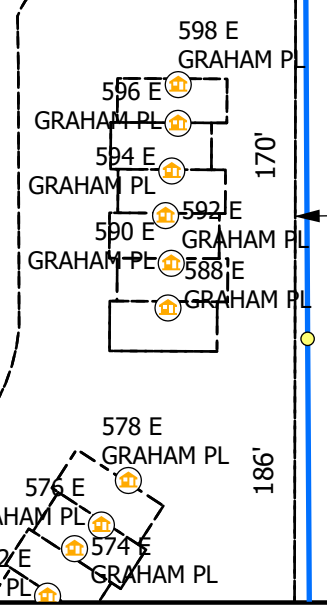
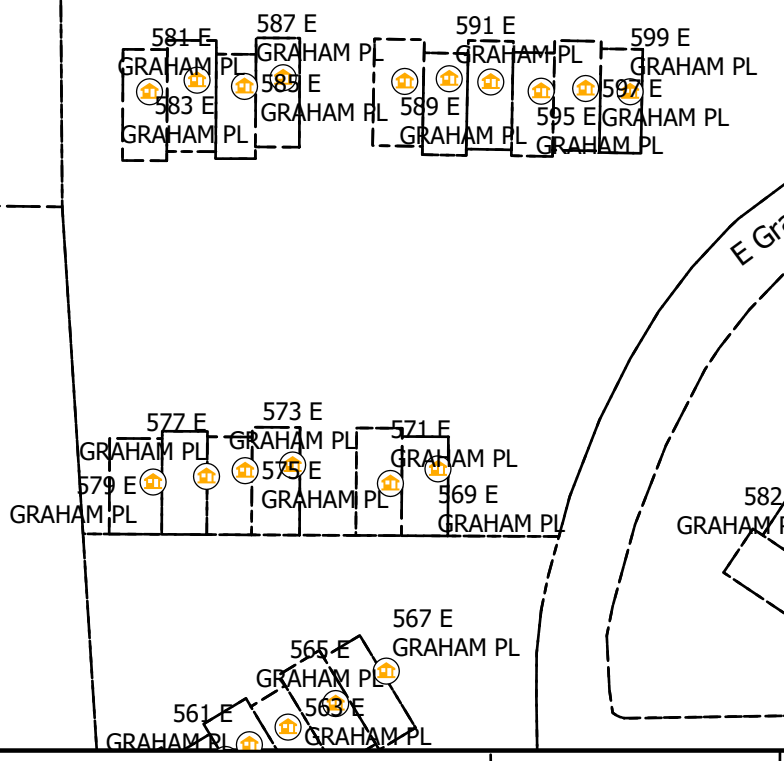
E Graham DR

52'

170'

86'

186'



Legend

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

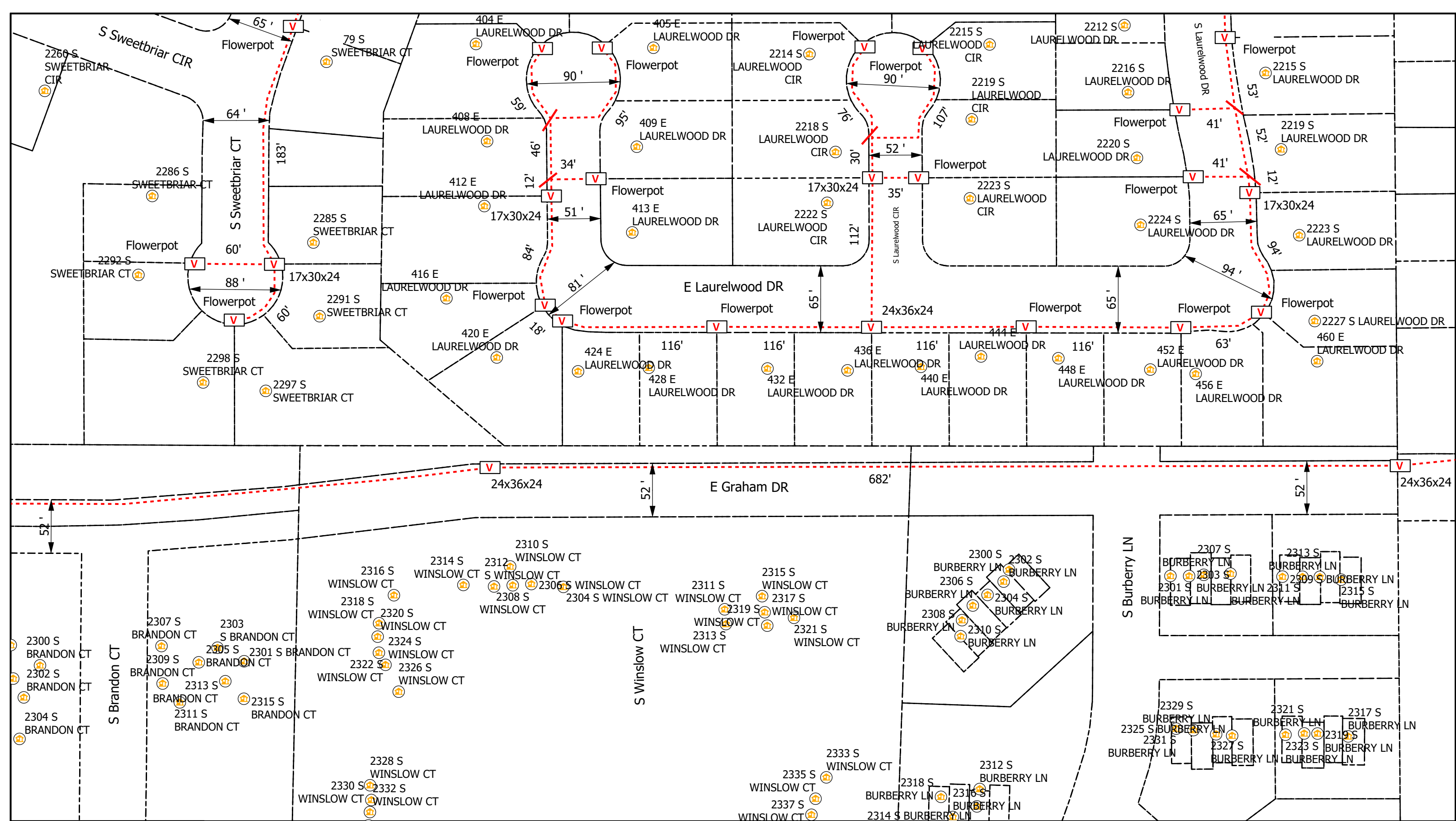
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION

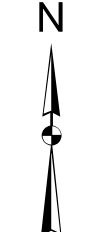




Legend

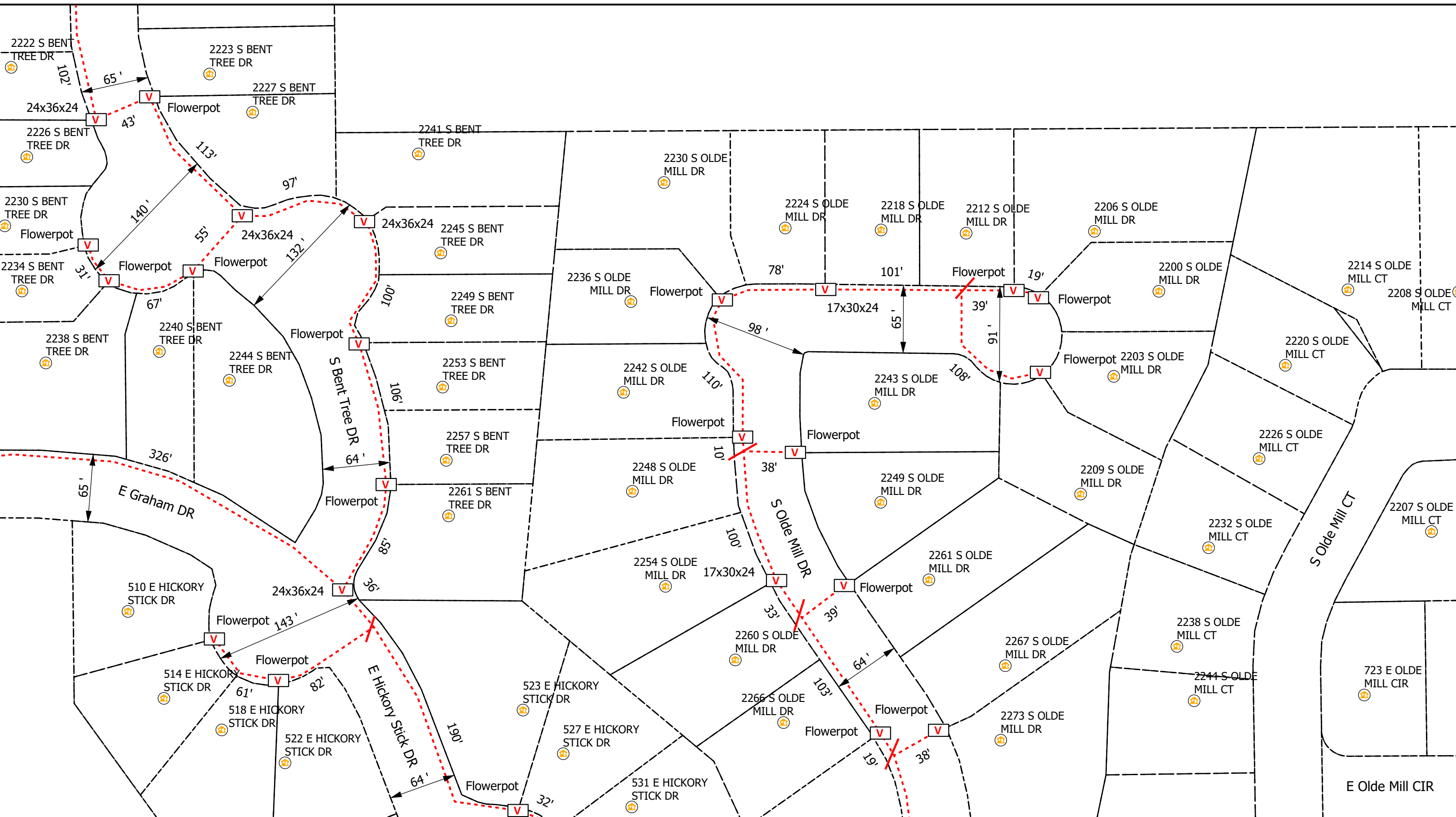
- Poles
- Vaults
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All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

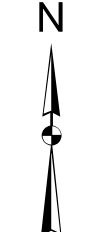
INI	BY	DATE	DESCRIPTION



Legend

- Poles
- Vaults
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- Conduit
- Bloomington_Parcels
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- Address
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- Grids

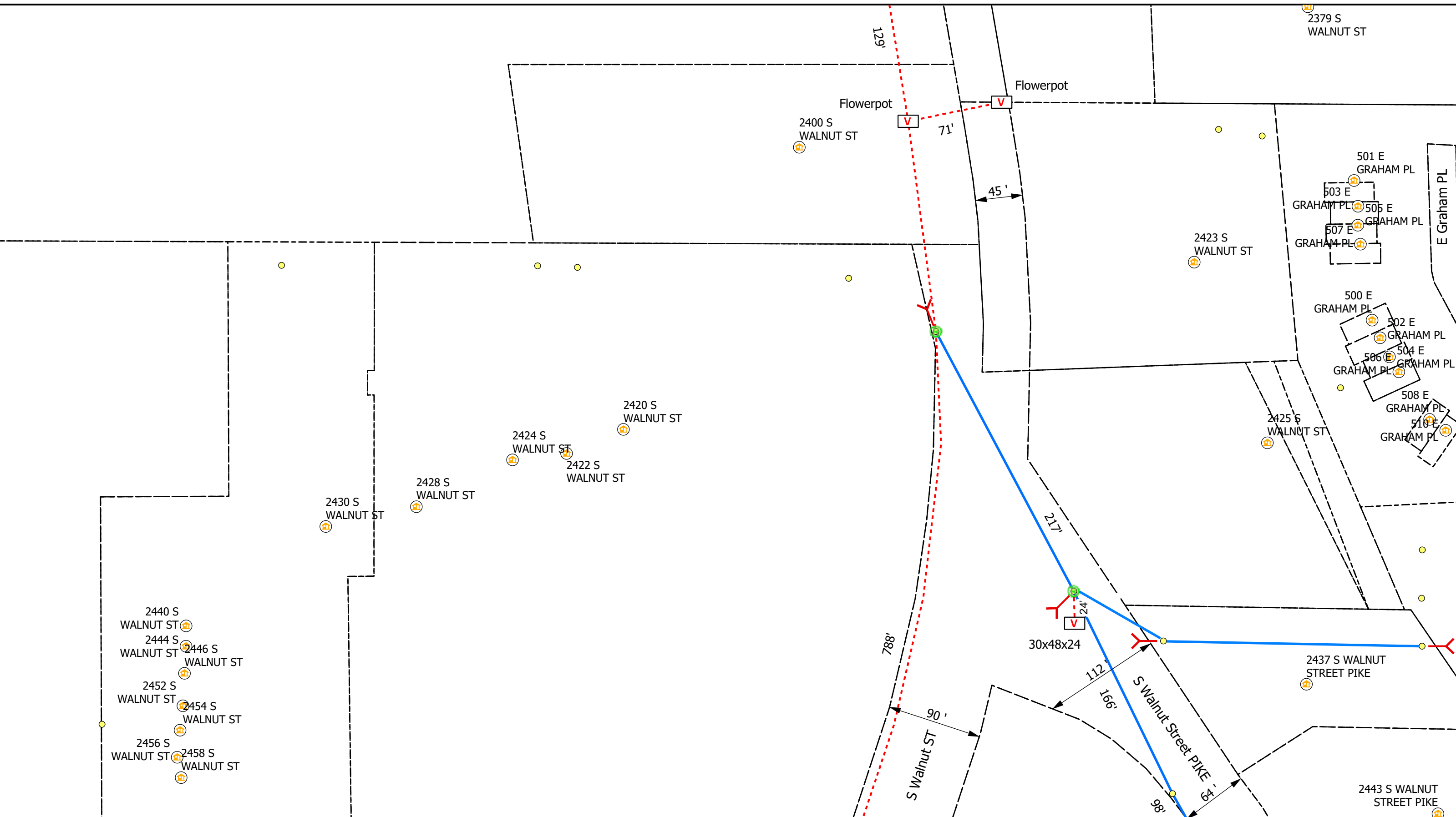
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION

Print 13 of 18



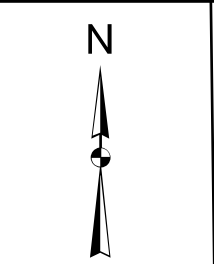
AEG

0 20 40 80 Feet

Legend

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

All Flowerpots 12" DIA

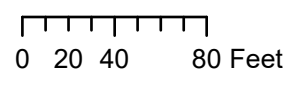
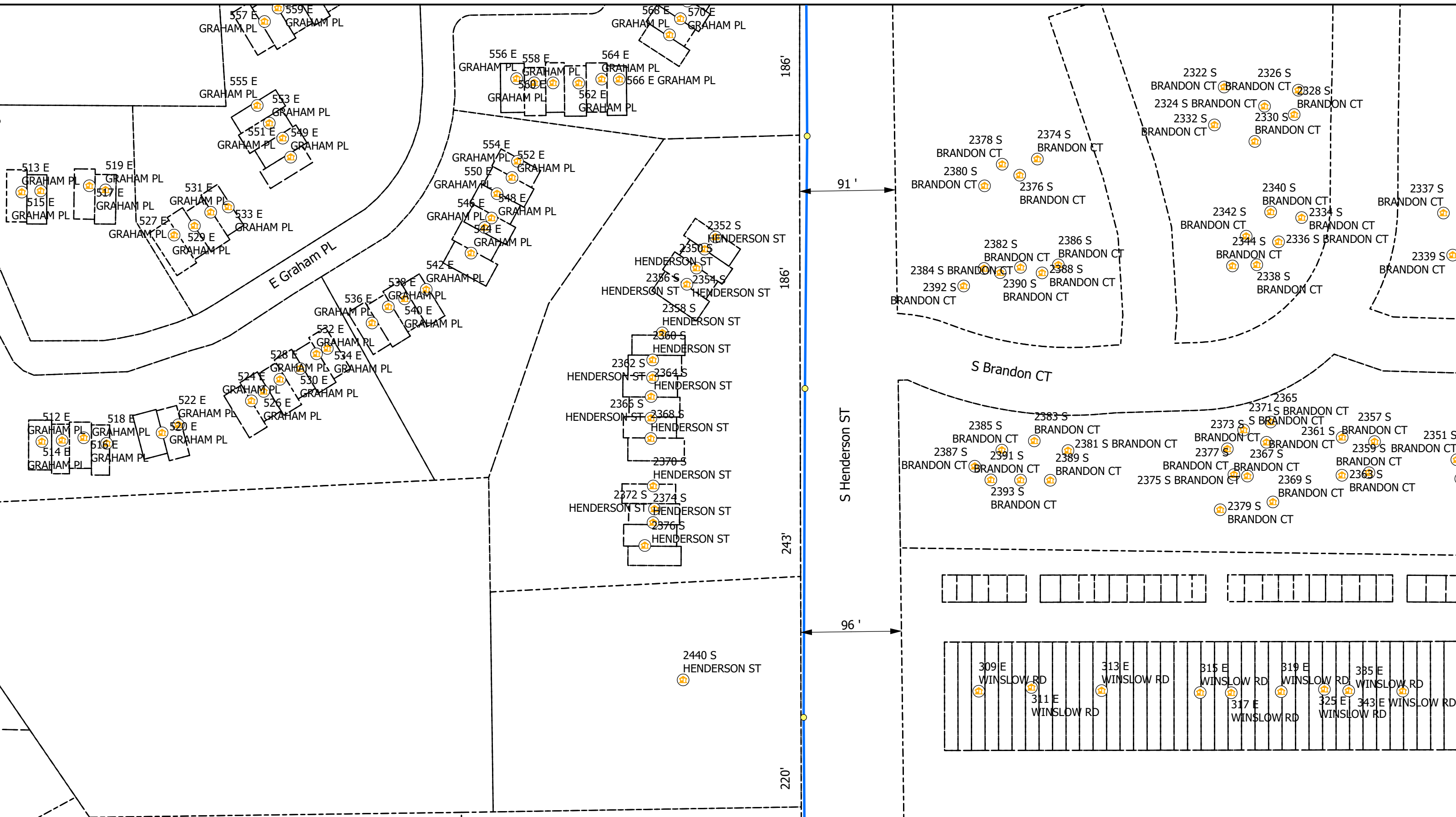


City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION

Indiana 811

Print 14 of 18



Legend

- Poles
- V Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- Ⓡ Risers
- Ⓜ Address
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- Grids

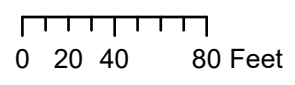
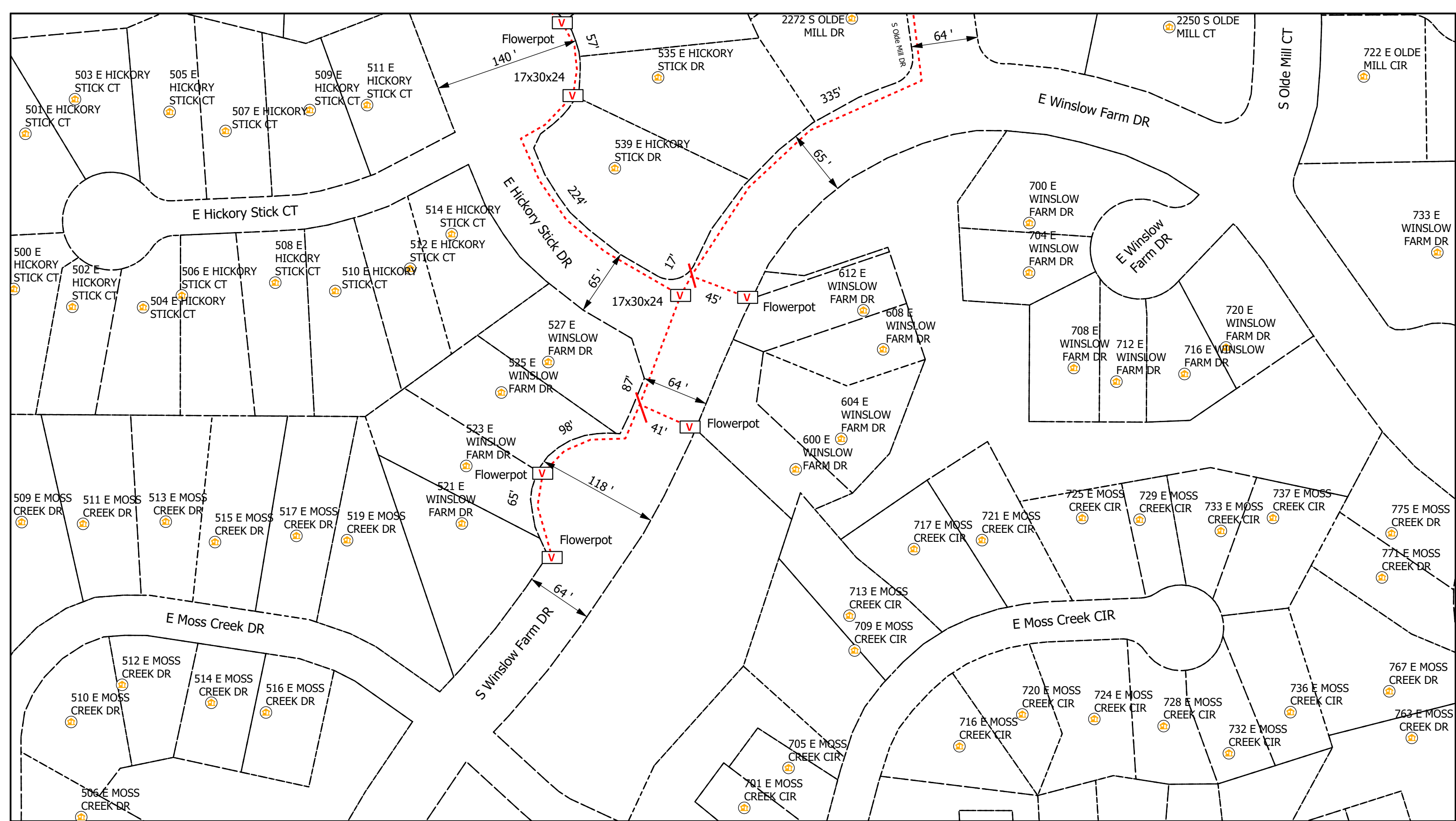
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- Vaults
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- Bloomington_Parcels
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All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



2460 S WALNUT ST
 2476 S WALNUT ST
 2478 S WALNUT ST
 2480 S WALNUT ST
 2482 S WALNUT ST
 2484 S WALNUT ST
 2486 S WALNUT ST
 2488 S WALNUT ST

2490 S WALNUT ST

2498 S WALNUT ST

105 E WINSLOW RD

110 E WINSLOW RD

W Country Club DR

E Winslow RD

S Walnut ST

S Walnut Street PIKE

V

V

V

V

17x30x24

134'

90'

64'

155'

98'

100'

116'

71'



0 20 40 80 Feet

Legend

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

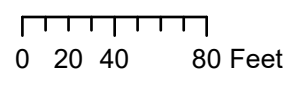
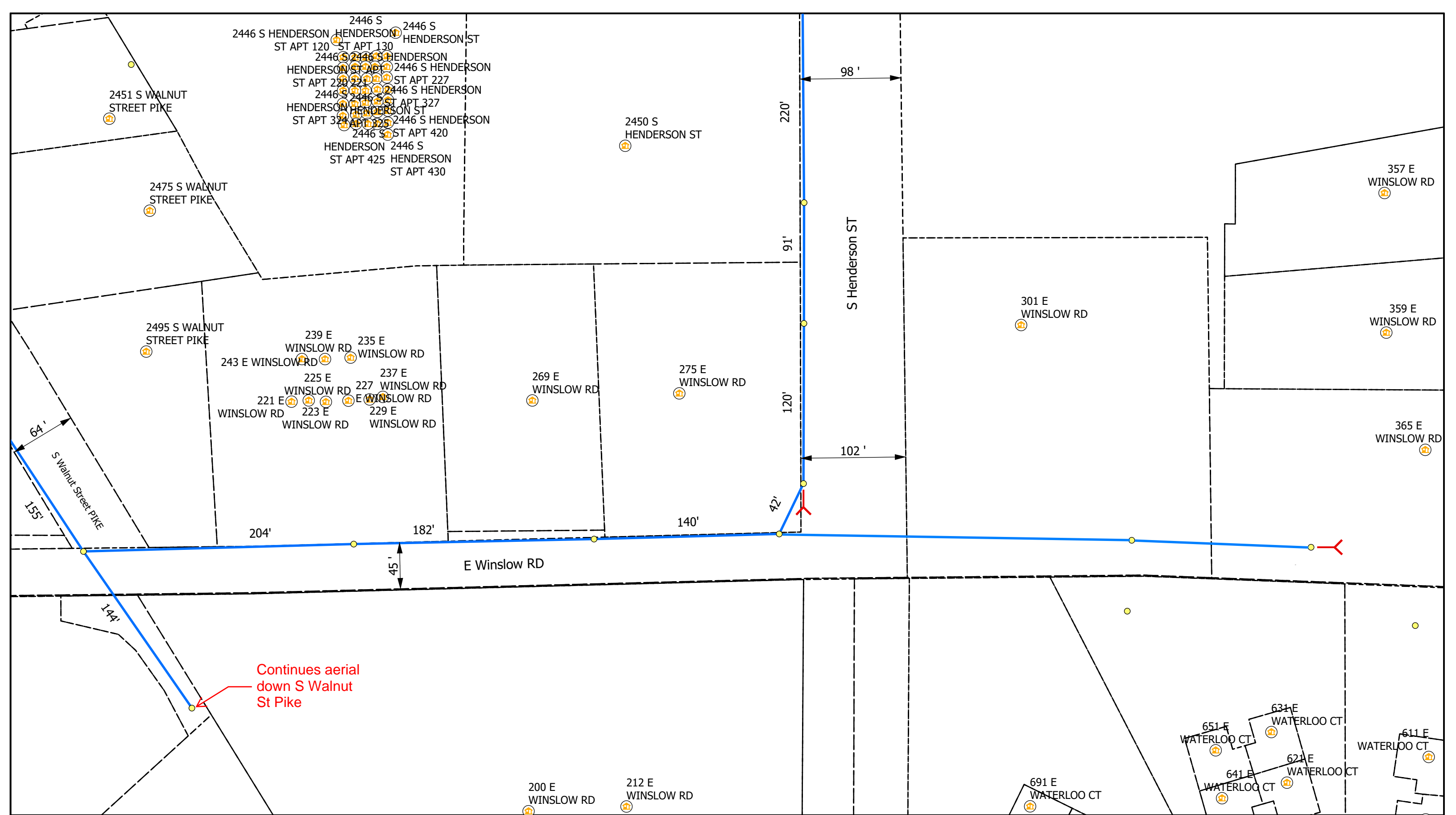
All Flowerpots 12" DIA



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



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.

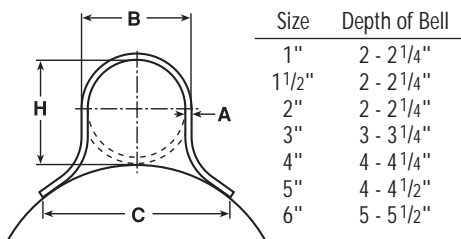


Steel U-Guard requires grounding strapping and does not have belled ends.



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

Flanged Overall Length 10 Feet, Including Bell

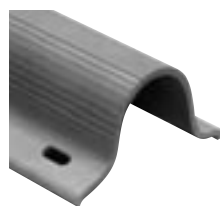


Slots are 1/2" from side to side, and allow for expansion and contraction.

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

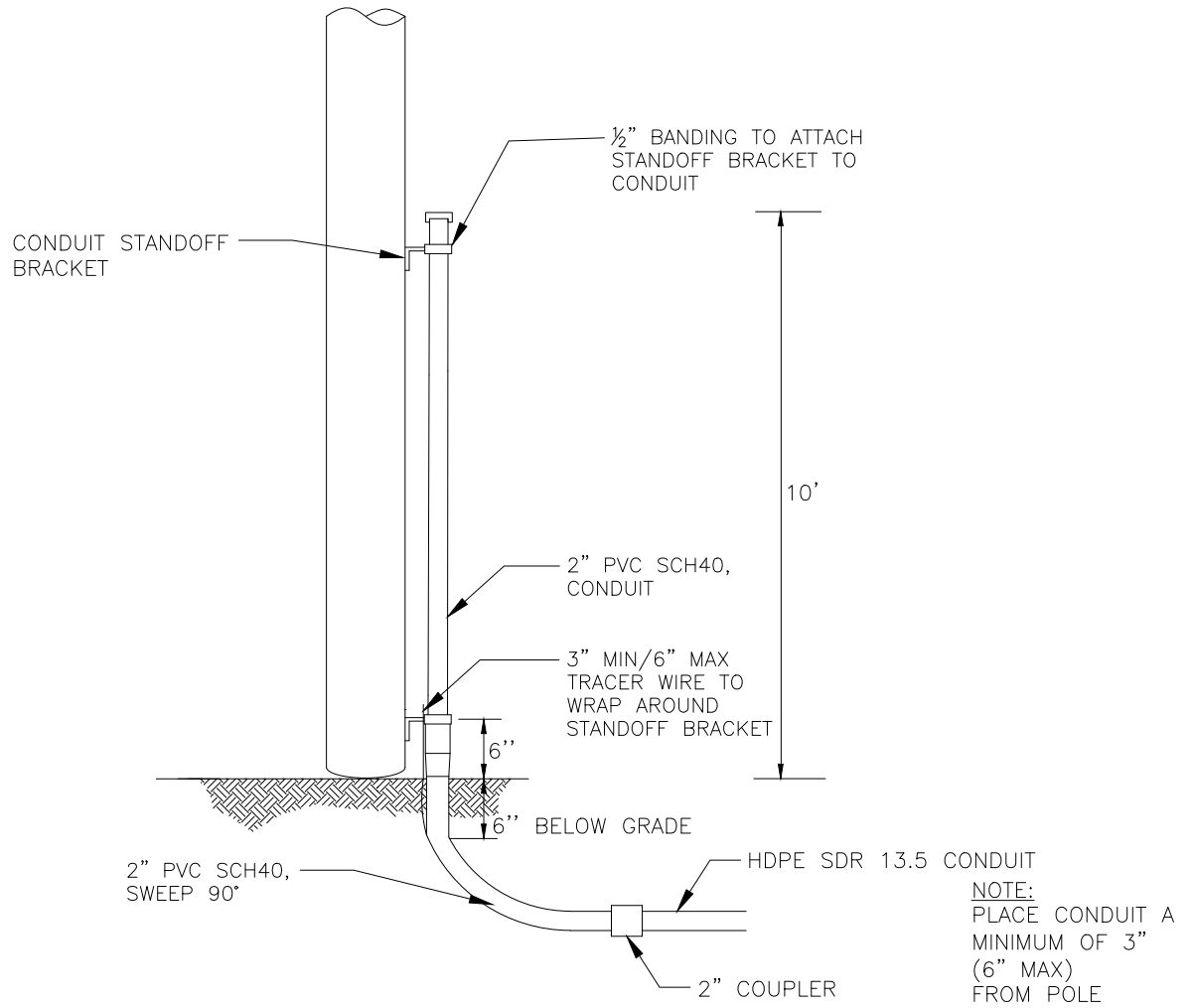
Part No.	Size	Std. Ctn. Qty.	Std. Ctn. Wt. (lbs.)	Dimensions				Actual Impact @ 0°C 20 Pound Top
				A	B	C	H	
59208N	1"	294	1059	0.100"	1 5/8"	2 3/8"	1 5/8"	40 Ft.-Lbs.
59211N	2"	136	726	0.100"	2 3/8"	4 1/2"	2 3/8"	100 Ft.-Lbs.
59211X (5' length)	2"	136	363	0.100"	2 3/8"	4 1/2"	2 3/8"	100 Ft.-Lbs.
59213N	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.



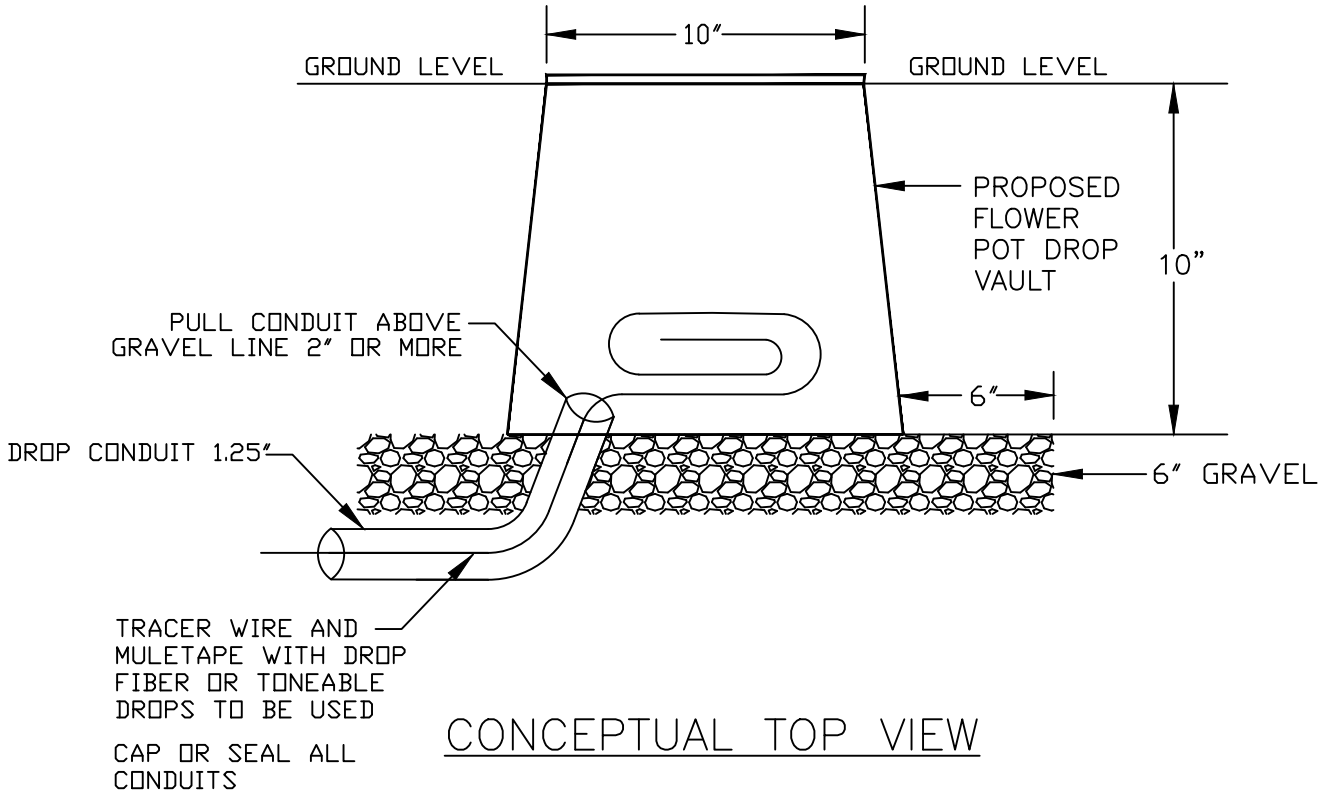
DESCRIPTION	QTY	MANUFACTURER (PREFERRED)	PART #
SCREW, LAG, 1/2" x 4-1/2"	10		
HDPE SDR 13.5 CONDUIT, VARIOUS SIZES	N/A		
2" PVC SCH40, RISER PIPE	1		
#12 TRACER WIRE	N/A		
2" PVC SCH40, SWEEP, 90 DEG	1		
CONDUIT STANDOFF BRACKET	VARIES		
CONDUIT STRAP KIT	VARIES		
2" COUPLER	1		



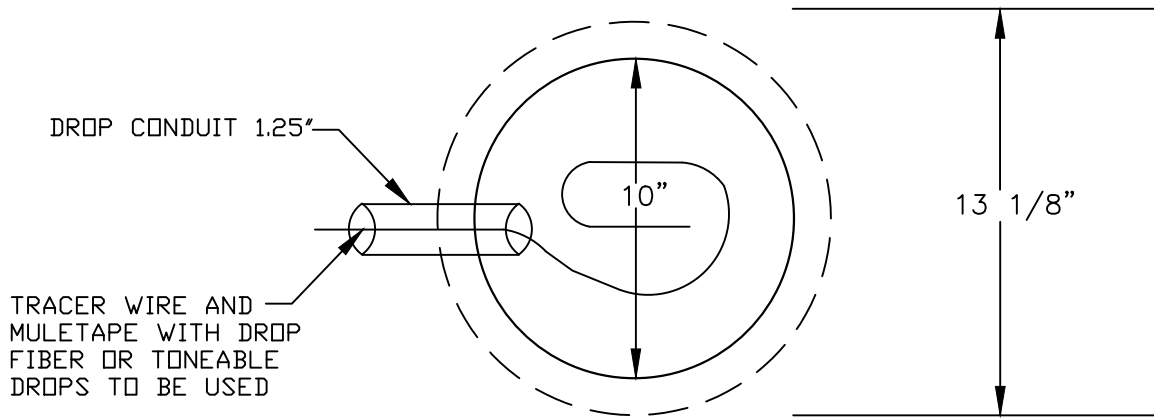
TYPICAL RISER
CONDUIT
WOOD POLE

(R2-W)

CONCEPTUAL SIDE VIEW



CONCEPTUAL TOP VIEW

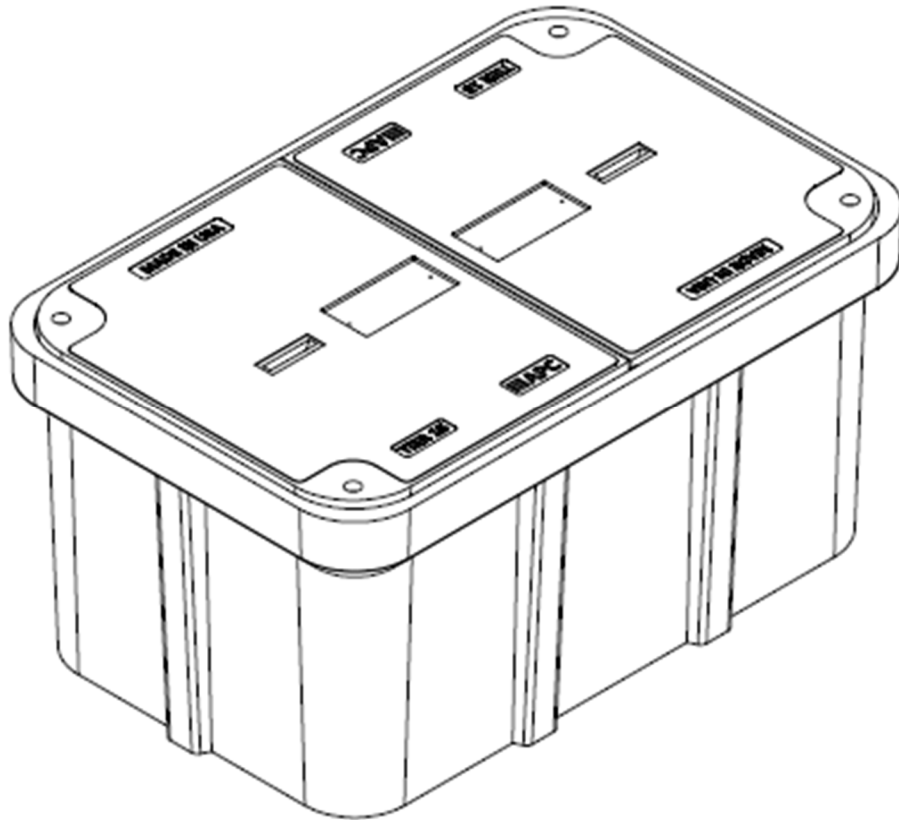


FLOWER POT

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.

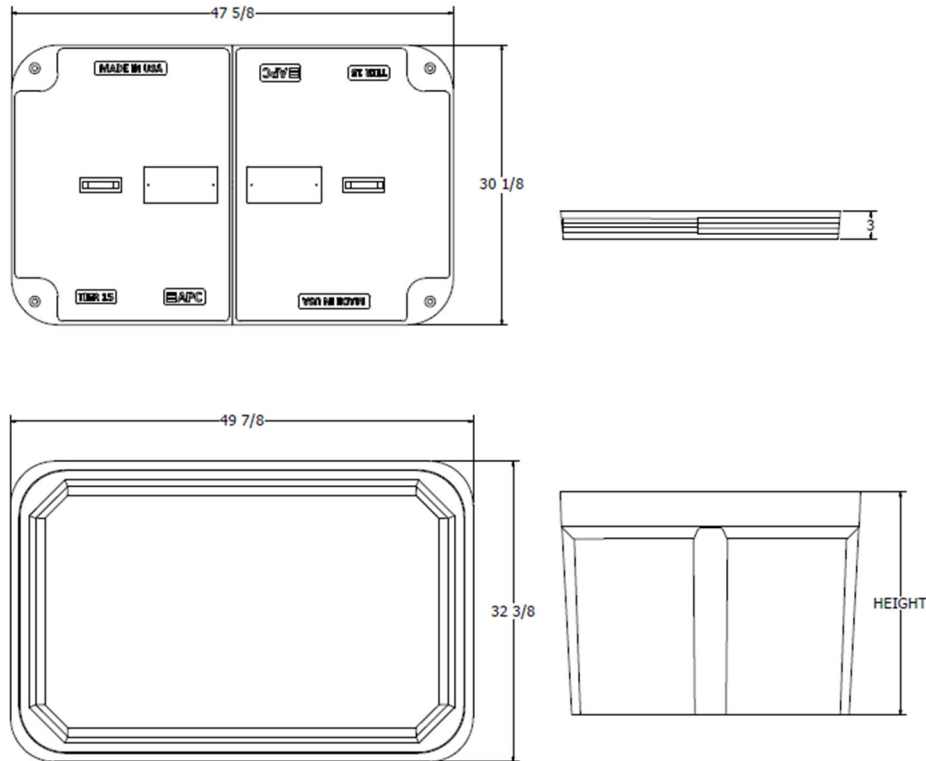


30"x48" PC UNIT, 2PC TIER 15/22

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



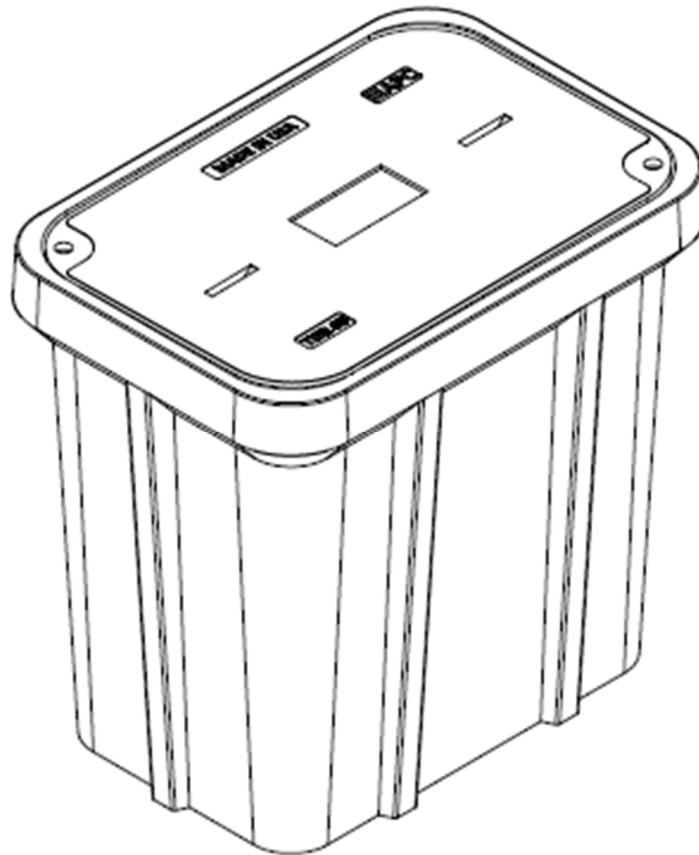
Auger Thread



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.

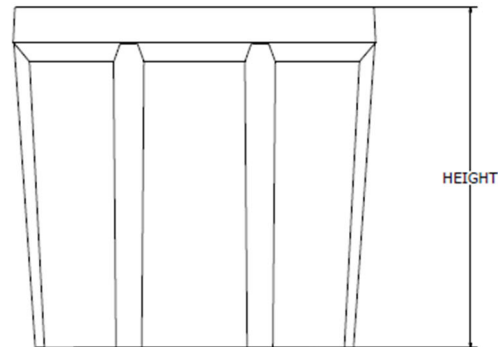
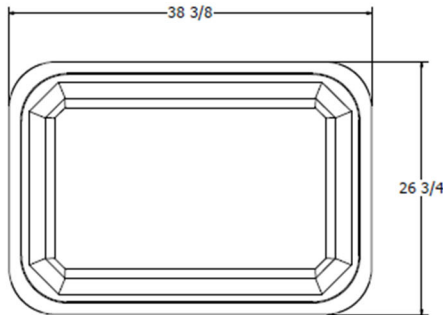
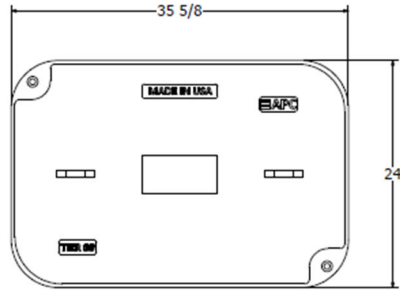


24"x36" PC UNIT, TIER 15/22

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

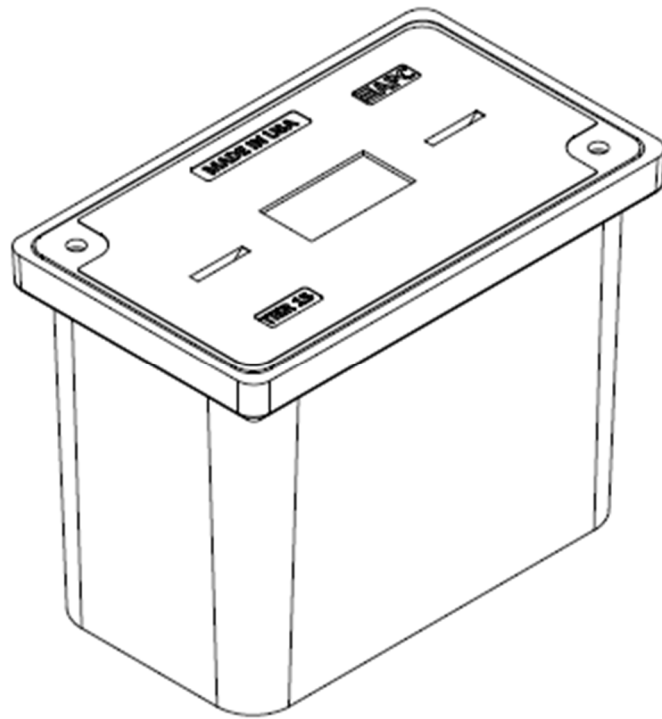


17"x30" PC UNIT, TIER 15/22

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.

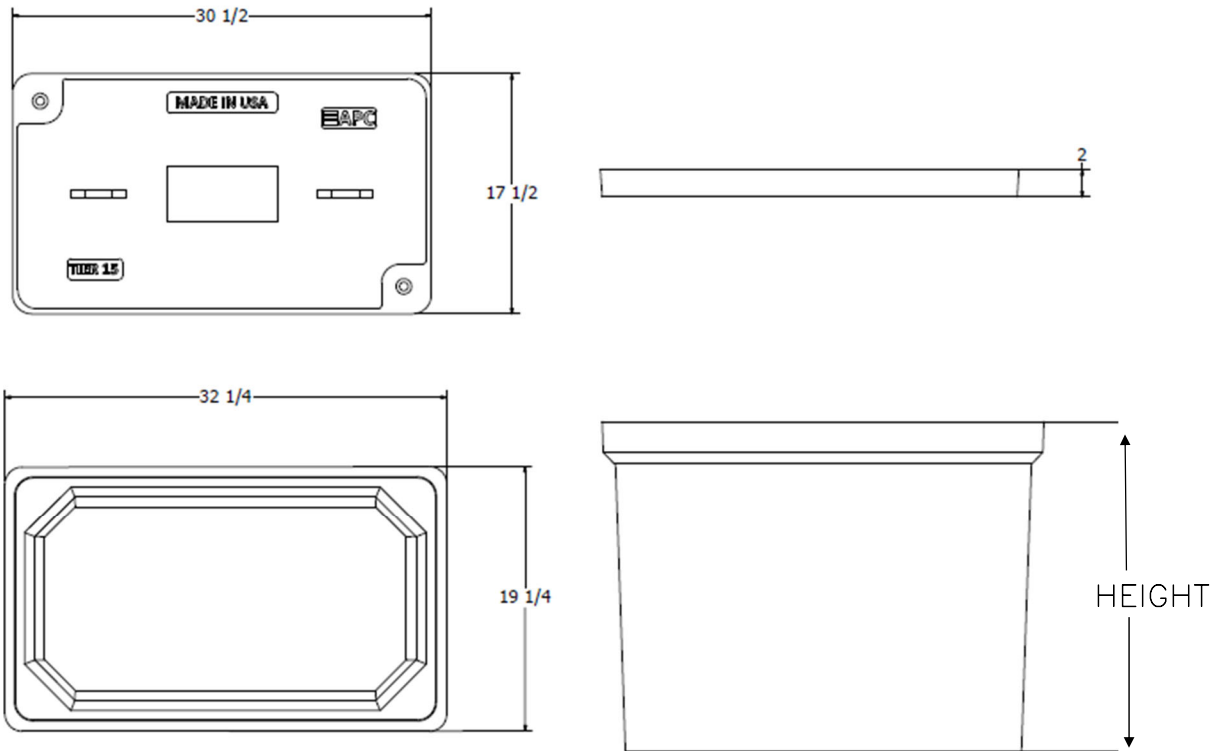


17"x30" PC UNIT, TIER 15/22

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



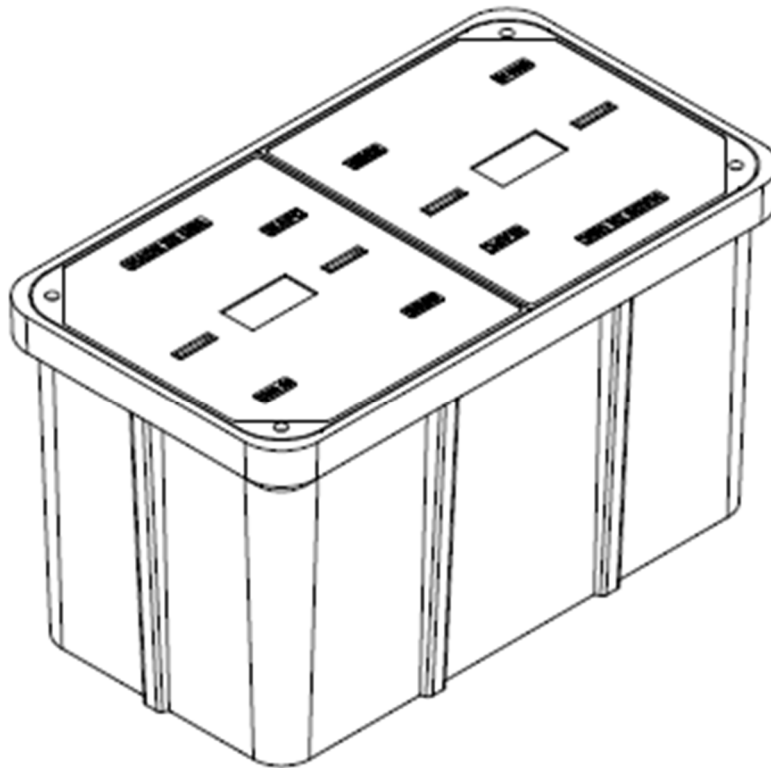
Auger Thread



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.

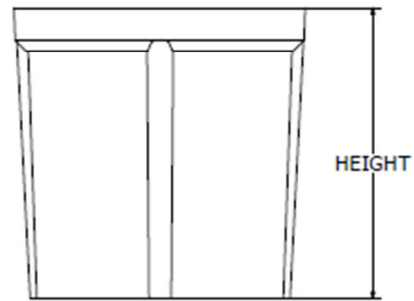
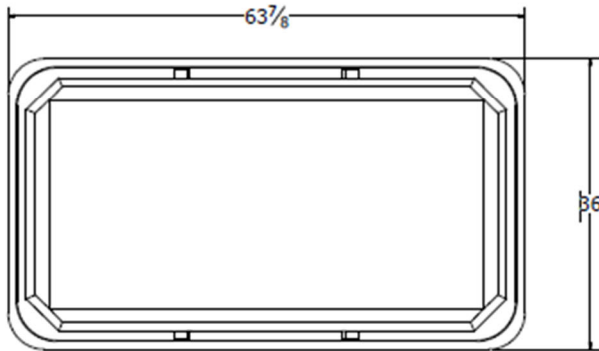
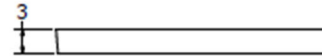
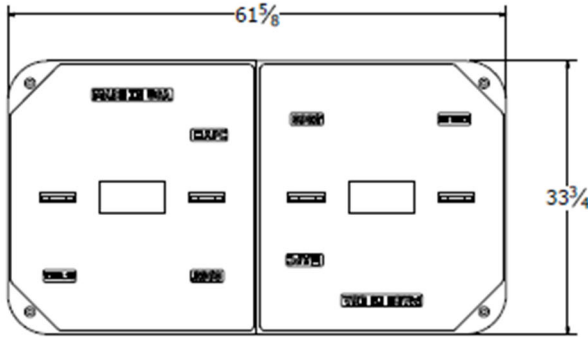


33"x60" PC UNIT, 2PC TIER 15/22

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		
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						

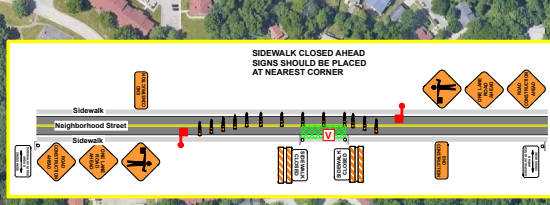
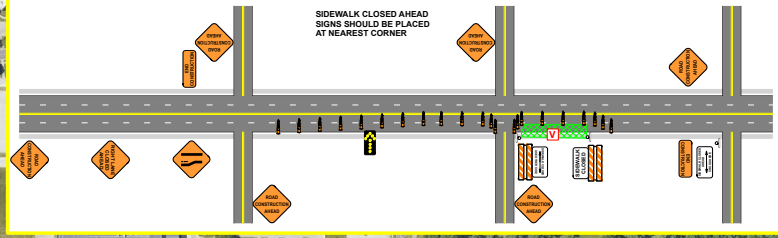
APPROVED/ACCEPTED BY:
ENGINEER, OWNER, or PRIME CONTRACTOR
 Check for Notice to Proceed.
BLC02a-F06_E Graham Dr - TCP

Signature: _____
Company: _____

Date: 3/14/2023 Project: BLC02a-F06 E Graham Dr - 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
 - Arrow Board
 - Channelizer
 - Conduit
 - Flagger (Person)
 - Overhead Strand
 - Sign
 - Vault
 - Work Area



Work Areas will move along indicated lines. Residential streets will use Flagger setup. S Walnut St to use Lane Closure setup.






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 Hickory Stick Dr

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>	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>
SUBCONTRACTOR INFORMATION <small>(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)</small> COMPANY NAME: _____	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>
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>	F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT? PROJECT NAME: <u>BLC02a-F06 E Hickory Stick Dr</u> PROJECT #: <u>BLC02a-F06 E Hickory Stick Dr</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>
C. RIGHT OF WAY TO BE USED/CLOSED: STREET NAME 1: <u>E Hickory Stick Dr</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 31st</u> END DATE: _____ # OF DAYS*: <u>30</u>	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>408.26 Sq Ft</u> <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: <u>15,486 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>
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>	 <small>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. IT'S THE LAW.</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>	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: <u>Bret Simons</u> SIGNATURE: <u>Bret Simons</u> DATE: <u>3/8/2023</u>

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: Bathroom Construction at Parking Operations Office

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: 3/27/23

To meet ADA requirements and obtain a permanent Occupancy Permit, it is necessary to add an additional bathroom to the Parking Operations office suite. Permission for an emergency purchase was obtained from the Controller's Office for this contract. Staff recommends awarding the contract to Strauser Construction Co., Inc. for \$ 29,953.00.

Respectfully submitted,

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

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Strauser COnstruction Co., Inc.

Contract Amount: \$ 29,953.00

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

PURCHASE INFORMATION

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

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

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

	Yes	No		Yes	No
# of Submittals: 1			Was the lowest cost selected? (If no, please state below why it was not.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	This project was approved as an emergency purchase.		
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

The new bathroom in Parking Operations is going into the same retail space Strauser is currently doing a build out in. They were willing, along with the tenant, to adjust their construction plans for space to accommodate this bathroom that opens into the Parking Operations suite. This bathroom must be constructed to meet ADDA requirements and obtain an Occupancy permit from the Monroe County Building Dept.

J. D. Boruff

Operations & Facilities Dire

Public Works

Print/Type Name

Print/Type Title

Department

City of Bloomington Emergency Purchase Justification Form

Vendor: **Strauser Construction**

Requisition #:

Emergency Purchase is a purchase which has been determined by the Department Head, and approved by the Controller, to be an emergency, and would cause immediate danger to health, safety or welfare, or other substantial loss to the City if not procured. This is a Special Purchasing Method as established by Indiana State Code 5-22-10, and does not require formal quotes, bids, or proposals.

PURCHASE INFORMATION

1. State the reason for the emergency purchase by explaining what the emergency is and what caused the emergency situation:

With all Parking Operations centrally located into the Walnut Street Offices of the 4th Street Parking, nearly 20 employees are sharing one office bathroom. This bathroom is not ADA compliant from all access points of the office and workspaces. This additional restroom facility will meet that standard of health and welfare, and provide much relief of one bathroom for 20 employees.

2. State the facts that lead to the conclusion that financial or operational damage or risk of damage will occur if needs are not satisfied immediately (do not simply say that there will be damage or risk of damage):

The emergency nature of the request is that Strauser construction is in the process of building out office space for the tenant in the adjacent office space. The square footage of this restroom is being reconfigured to an area that was going to be part of that buildout, but would now be repurposed for this City use. We could be at risk of not receiving a final occupancy permit for the facility if we do not install the additional ADA Compliant restroom.

3. State why the needs were not or could not be anticipated so that goods or services could not have been purchased following standard procedures:

The build-out contract for the adjacent space was recently awarded and construction was beginning to occur in the only area with this restroom could be added. That project agreed to delay while we received proper approvals.

4. State the name of the Vendor and the reason and process used for selecting this vendor (Attach all quotes or proposals received from other sources, if applicable):

Strauser Construction. Quote attached

I certify that the above statements are true and correct, and that no other material fact or consideration offered or given has influenced this recommendation for an emergency procurement.

Adam Wason

Director

Public Works

Print/Type Name

Print/Type Title

Department

Department Head Signature

2/2/23

Date

812-349-3516

Telephone Number

Amount: \$29,953.00

Budget Line: 0101-02-020000-54510

Approved by: _____

Date: _____

Jeffery H. Underwood - Controller

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT
AND
STRAUSER CONSTRUCTION CO., INC.

FOR

PARKING OPERSTIONS BATHROOM

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and Stauser Construction Co., Inc., (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for construction of a bathroom at the Parking Operations office suite, (more particularly described in Attachment A, "Scope of Work"; and

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

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

WHEREAS, this project is an emergency purchase under Indiana Code 5-22-10.

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

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

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

2.03 CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any

part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed **Twenty Nine Thousand Nine Hundred and Fifty Three Dollars (\$ 29,953.00)**. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

4.03 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the

escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Quote Documents.
4. The Invitation to Quoters.
5. The Instructions to Quoters.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.

11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

5.05.01

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 **Non-Discrimination**

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

Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment.

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

Breach of this covenant may be regarded as a material breach of the Agreement.

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

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

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

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

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

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

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

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

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

5.09 Workmanship and Quality of Materials

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

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

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

5.10 Safety. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations,

ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

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

5.11 Amendments/Changes

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

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

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

5.11.04 CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

5.12 Performance Bond and Payment Bond

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with both a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

5.12.02 Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.

5.12.03 Failure by CONTRACTOR to pay for labor and services performed, material furnished or services rendered may result in forfeiture of CONTRACTOR's Payment Bond.

5.12.04 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Stauser Construction Co., Inc.
Attn: J. D. Boruff, Facilities Director	Attn: Lennie Streauber
P.O. Box 100 Suite 120	453 Clarizz Blvd.
Bloomington, Indiana 47402	Bloomington, IN 47401

5.15 Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement,

unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

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

5.19 Non-Collusion

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

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.

If Contractor is determined to be a covered employer under the LWO, Contractor shall execute the Living Wage Ordinance Affidavit, attached as Attachment E; 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

Jennifer Lloyd, Member

Printed Name

Elizabeth Karon, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

Parking Operations Bathroom

This project shall include, but is not limited to:

- Labor, material and equipment for addition of (1) ADA restroom located into adjacent tenant space.
- Includes additional wall framing, painting and resilient base
- New exhaust and supply duct tied into existing exhaust fan
- New 3 gallon tanked water heater, toilet, wall hung lavatory
- Added plumbing piping, sanitary and excavation
- Cut-in existing drywall wall and install (1) new commercial door and hardware
- Add (1) additional sprinkler head
- Add (1) fire alarm device
- Provide and install (3) grab bars and (1) framed mirror
- Install Owner provided soap, toilet paper and paper towel dispensers
- Provide and install new light switch, 2x2 lay-in light fixture and power to point of use heater
- Wiring for exhaust system
- Supervision and clean-up of our work
- Building permit cost
- Architectural Design and permit drawing
- If County request State release those fees are not included
- Relocate wall already installed for IT Room
- Purchase new door and frame for smaller IT Room based on new configuration

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 20_____.

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

*Quoters: Add extra sheet(s), if needed.

If Quoter fails to complete and execute this sworn affidavit, his/her Quote may be declared nonresponsive and rejected by the **CITY OF BLOOMINGTON**.

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

1. The undersigned is the _____ of _____.
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

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 _____, 20__.

My Commission Expires: _____

Notary Public's Signature

County of Residence: _____

Printed Name of Notary Public

Commission Number

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____.

My Commission Expires: _____
Notary Public Signature

Resident of _____ County
Printed Name

Commission Number

ATTACHMENT "E"

AFFIDAVIT THE LIVING WAGE ORDINANCE

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

1. The undersigned is the [Click here to enter text.](#) of [Click here to enter text.](#)
(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 _____, 2023.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number



Board of Public Works Staff Report

Project/Event: Change Order #2 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 28, 2023

It has recently been determined that replacement flooring for a portion of Fire Station #4 was not included in the original scope of work. The tear out was listed in the scope of work, but no provisions or specifications for replacement flooring was made. This would constitute a change of the estimated costs in the amount of \$10,349.96.

In the course of the project, it was discovered that a gas line running from the interior of the building to the exterior (serving a gas grill), was improperly installed and utilized the wrong materials. This created an unsafe condition that needs to be remedied. The cost of the gas line replacement will be \$3,600.00.

The total cost of this change order will be \$13,948.96. This would increase the contract amount from \$284,966.20 to \$298,913.16.

Staff recommends adding the above changes and increasing the contract amount to \$298,913.16.

Respectfully submitted,

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

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

CHANGE ORDER

Distribution to:

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

Tabor/Bruce Architecture & Design, Inc.

PROJECT: City of Bloomington Fire Station 4
(name, address) City of Bloomington Public Works
401 N Morton St
Bloomington, Indiana 47404

CHANGE ORDER NUMBER: 2

TO: Ann-Kriss LLC
(Contractor) 736 S Morton St
Bloomington IN 47404

INITIATION DATE: 3-24-23
ARCHITECT'S PROJECT NO: 1422
CONTRACT DATE: xx-xx-2022

You are directed to make the following changes in this contract:

1. Removal of existing flooring and Installation of new LVT tile in the Kitchen, lounge, and hallway. \$10,348.96
2. Removal of an existing unsafe, buried gas line and replacement with a code compliant buried gas line to serve the existing gas grill. \$3,600.00

Total \$13,948.96

Not valid until signed by both the owner and architect.

Signature of the contractor indicates his/her agreement herewith, including any adjustment in the contract sum or contract time.

The original (contract sum) was	\$269,472.00
Net change by previously authorized change orders	\$15,494.20
The (contract sum) prior to this change order was	\$284,966.20
The (contract sum) will be (increased) by this change order	\$13,948.96
The new (contract sum) including this change order will be	\$298,913.16
The contract time will be (unchanged) by	(0) days.
The date of substantial completion as of the date of this change order therefore is	Unchanged

Tabor/Bruce Architecture
ARCHITECT
1101 S Walnut Street
Bloomington, IN. 47401
Address

Ann-Kriss LLC
CONTRACTOR
736 S Morton St
Bloomington, IN 47404
Address

Bloomington Public Works
OWNER
401 N Morton St
Bloomington, IN 47404
Address

By _____

By _____

By _____

Date

Date

Date

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

ANN-KRISS,LLC

FOR

FIRE STATION #4 UPGRADES AND REPAIRS

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Upgrades and Repairs to Bloomington Fire Department Station #4** (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 one hundred eighty (180) 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, in an amount not to exceed Two Hundred Ninety Six Thousand Four Hundred Nineteen Dollars (\$292,419.00). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

3.06 The Director of Operations & Facilities shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Director of Operations & Facilities, Engineer, or Owner 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) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
	Products/Completed Operation	\$1,000,000
	Personal & Advertising Injury Limit	\$1,000,000
	Each Occurrence Limit	\$1,000,000
	Fire Damage (any one fire)	\$50,000
D.	Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
	Bodily injury and property damage	
E.	Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
	The Deductible on the Umbrella Liability shall not be more than	\$10,000

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

Attn: J. D. Boruff	Attn: Dave Padgett
P.O. Box 100 Suite 120	736 S. Morton St.
Bloomington, Indiana 47404	Bloomington, IN 47403

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 thirty (30) 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 thirty (30) 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.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands.

DATE: _____

City of Bloomington

Bloomington Board of Public Works

Ann-Kriss, LLC

BY:

BY:

Kyla Cox Deckard, President

Dave Padgett, Owner

Jennifer Lloyd, Vice President

Elizabeth Karon, Secretary

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

FIRE STATION #4 UPGRADES AND REPAIRS

This project shall include, but is not limited to, the repairs and upgrades detailed in the plan set labeled A Renovation for the: City of Bloomington Fire Station #4 produced by Tabor / Bruce Architecture & Design, Inc., date September 2022.

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 _____ 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*:

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				Total	\$ _____

Method of Compliance (Specify) _____

Date: _____, 20____

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 _____, 20____.

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

Commission #: _____

*Bidders: Add extra sheet(s), if needed.

If Bidder fails to complete and execute this sworn affidavit, his/her Bid may be declared nonresponsive and rejected by the **CITY OF BLOOMINGTON**.

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-Verify AFFIDAVIT

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

1. The undersigned is the _____ of _____.
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

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 _____, 20_____.

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

My Commission #: _____

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 _____)

AFFIDAVIT

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

1. The undersigned is the _____ of
(job title)

(company name)
2. The undersigned is duly authorized and has full authority to execute this 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

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 _____, 20_____.

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

My Commission #: _____



Board of Public Works Claim Register

Invoice Date Range 03/18/23 - 03/31/23

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	01-Office Supplies		03/31/2023	20.88
6530 - Office Depot, INC	01-Office Supplies monitor stand		03/31/2023	45.19
	Account 52110 - Office Supplies Totals		Invoice 2 Transactions	\$66.07
Account 52210 - Institutional Supplies				
4832 - Animal Care Equipment & Services, LLC	01-cat muzzles		03/31/2023	36.76
4586 - Hill's Pet Nutrition Sales, INC	01-Prescription Veterinary Food		03/31/2023	84.97
4586 - Hill's Pet Nutrition Sales, INC	01-Dog & Cat Food		03/31/2023	99.96
4586 - Hill's Pet Nutrition Sales, INC	01-Dog & Cat Food		03/31/2023	110.28
3929 - IDEXX Laboratories, INC	01-Diagnostics; F/F; Heartworm		03/31/2023	453.78
4549 - Kroger Limited Partnership I	01-Rabbit Food & Shelter Supplies		03/31/2023	15.52
4549 - Kroger Limited Partnership I	01-Rabbit Food & Shelter Supplies		03/31/2023	18.22
4633 - Midwest Veterinary Supply, INC	01-Veterinary Supplies Boot covers		03/31/2023	27.21
4633 - Midwest Veterinary Supply, INC	01-Veterinary Supplies rabbit food-timothy hay		03/31/2023	42.70
4633 - Midwest Veterinary Supply, INC	01-Veterinary Supplies -sedative		03/31/2023	59.97
4633 - Midwest Veterinary Supply, INC	01-Veterinary Supplies rabbit food, ISO gowns		03/31/2023	171.80
4633 - Midwest Veterinary Supply, INC	01-Veterinary Supplies antibiotics, boot covers		03/31/2023	463.65



Board of Public Works Claim Register

Invoice Date Range 03/18/23 - 03/31/23

4633 - Midwest Veterinary Supply, INC	01-Veterinary Supplies heartworm preventative	03/31/2023	655.16
Account 52210 - Institutional Supplies Totals		Invoice 13 Transactions	<u>\$2,239.98</u>
Account 52310 - Building Materials and Supplies			
394 - Kleindorfer Hardware & Variety	01-maintenance/repairs supplies - hose repair parts	03/31/2023	1.59
Account 52310 - Building Materials and Supplies Totals		Invoice 1 Transactions	<u>\$1.59</u>
Account 52340 - Other Repairs and Maintenance			
313 - Fastenal Company	01-Cleaning & Shelter Supplies-towels, tape	03/31/2023	108.93
313 - Fastenal Company	01-Cleaning & Shelter Supplies-zip lock bags	03/31/2023	64.14
313 - Fastenal Company	01-Cleaning & Shelter Supplies-mop head, batteries	03/31/2023	80.54
Account 52340 - Other Repairs and Maintenance Totals		Invoice 3 Transactions	<u>\$253.61</u>
Account 53130 - Medical			
6529 - BloomingPaws, LLC	01-Emergency Veterinary Services	03/31/2023	182.00
Account 53130 - Medical Totals		Invoice 1 Transactions	<u>\$182.00</u>
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 01/12/23-02/11/23-Inv.	03/22/2023	250.15
Account 53210 - Telephone Totals		Invoice 1 Transactions	<u>\$250.15</u>
Account 53510 - Electrical Services			
223 - Duke Energy	19-Fac Summary Elec Billing-2/22/22-2/1/23-#9300-0002-7212	BC 2010-23 03/22/2023	1,781.55
223 - Duke Energy	19-Fac Summary Elec Billing-1/24-3/5/23-#9300-0002-7212	BC 2010-23 03/22/2023	1,637.45
Account 53510 - Electrical Services Totals		Invoice 2 Transactions	<u>\$3,419.00</u>
Account 53610 - Building Repairs			



Board of Public Works Claim Register

Invoice Date Range 03/18/23 - 03/31/23

321 - Harrell Fish, INC (HFI)	01-SA- Repair drain in Sally Port & Sink in CAT area	BC 2022-116	03/31/2023	944.44
	Account 53610 - Building Repairs Totals		Invoice 1	\$944.44
			Transactions	
	Program 010000 - Main Totals		Invoice 24	\$7,356.84
			Transactions	
 Program 010001 - Donations Over \$5K				
Account 52210 - Institutional Supplies				
3278 - Boehringer Ingelheim Animal Health (Merial, INC)	01-insulin		03/31/2023	94.72
4633 - Midwest Veterinary Supply, INC	01-Veterinary Supplies food trays		03/31/2023	80.75
4633 - Midwest Veterinary Supply, INC	01-Veterinary Supplies antibiotics, syrigen		03/31/2023	601.70
	Account 52210 - Institutional Supplies Totals		Invoice 3	\$777.17
			Transactions	
 Account 53130 - Medical				
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-Diagnostics; Surgeries; Vet Visits entropion repair, xrays		03/31/2023	661.13
	Account 53130 - Medical Totals		Invoice 1	\$661.13
			Transactions	
	Program 010001 - Donations Over \$5K Totals		Invoice 4	\$1,438.30
			Transactions	
	Department 01 - Animal Shelter Totals		Invoice 28	\$8,795.14
			Transactions	
 Department 02 - Public Works				
Program 020000 - Main				
Account 46060 - Other Violations				
James Brenner	26-customer paid \$60, only owed \$30		03/31/2023	30.00
Marty Lintvedt	26-Customer paid wrong ticket online		03/31/2023	60.00
	Account 46060 - Other Violations Totals		Invoice 2	\$90.00
			Transactions	
 Account 52110 - Office Supplies				



Board of Public Works Claim Register

Invoice Date Range 03/18/23 - 03/31/23

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	02-Desk Tray and Organizer Binders for PW Staff	03/31/2023	37.98
	Account 52110 - Office Supplies Totals	Invoice 1	<u>\$37.98</u>
		Transactions	
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 01/12/23-02/11/23-Inv.	03/22/2023	125.19
	Account 53210 - Telephone Totals	Invoice 1	<u>\$125.19</u>
		Transactions	
	Program 020000 - Main Totals	Invoice 4	<u>\$253.17</u>
		Transactions	
	Department 02 - Public Works Totals	Invoice 4	<u>\$253.17</u>
		Transactions	
Department 04 - Economic & Sustainable Dev			
Program 040000 - Main			
Account 53160 - Instruction			
8352 - Association For Commuter Transportation	04: ACT Climate Action Summit-4/4/23 - Jeff Jackson	03/31/2023	175.00
	Account 53160 - Instruction Totals	Invoice 1	<u>\$175.00</u>
		Transactions	
Account 53310 - Printing			
4087 - White Rabbit Corporation	04: Printing Services - IUPAI Programs	03/31/2023	198.00
	Account 53310 - Printing Totals	Invoice 1	<u>\$198.00</u>
		Transactions	
Account 53320 - Advertising			
8448 - TEN31 Marketing LLC	04: Marketing Services for GoBloomington-Feb 2023	03/31/2023	6,652.50
	Account 53320 - Advertising Totals	Invoice 1	<u>\$6,652.50</u>
		Transactions	
Account 53910 - Dues and Subscriptions			
8292 - Bloomington Rotary Club	04- Rotarian meal-Crowley-1/24/23	03/31/2023	15.11
8292 - Bloomington Rotary Club	04- guest meals-1/31/23	03/31/2023	15.11



Board of Public Works Claim Register

Invoice Date Range 03/18/23 - 03/31/23

8292 - Bloomington Rotary Club	04-New Organization Membership/3rd quarter dues	03/31/2023	267.00
8292 - Bloomington Rotary Club	04- Rotarian meal-Crowley-2/7/23	03/31/2023	15.11
8292 - Bloomington Rotary Club	04- Rotarian meal-De La Rosa-2/14/23	03/31/2023	15.11
Account 53910 - Dues and Subscriptions Totals		Invoice 5 Transactions	<u>\$327.44</u>
Account 53960 - Grants			
1481 - Ivy Tech Community College	04-BUEA Grant for Small Business Dev Center	03/31/2023	10,000.00
Account 53960 - Grants Totals		Invoice 1 Transactions	<u>\$10,000.00</u>
Account 53970 - Mayor's Promotion of Business			
4549 - Kroger Limited Partnership I	04: Bottled water for arts event	03/31/2023	9.28
Account 53970 - Mayor's Promotion of Business Totals		Invoice 1 Transactions	<u>\$9.28</u>
Program 040000 - Main Totals		Invoice 10 Transactions	<u>\$17,362.22</u>
Program 04WALD - Waldron Arts Center			
Account 53990 - Other Services and Charges			
6515 - Green Camino, INC (Earthkeepers)	04-Composting Service Agreement--3/9/2023	03/31/2023	360.00
Account 53990 - Other Services and Charges Totals		Invoice 1 Transactions	<u>\$360.00</u>
Program 04WALD - Waldron Arts Center Totals		Invoice 1 Transactions	<u>\$360.00</u>
Department 04 - Economic & Sustainable Dev Totals		Invoice 11 Transactions	<u>\$17,722.22</u>
Department 06 - Controller's Office			
Program 060000 - Main			
Account 52110 - Office Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	06-Ergo mouse replacement (JAL)	03/31/2023	44.99



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Account 52110 - Office Supplies Totals		Invoice 1	\$44.99
		Transactions	
Account 52420 - Other Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	06-Money counting machine	03/31/2023	164.88
Account 52420 - Other Supplies Totals		Invoice 1	\$164.88
		Transactions	
Account 53320 - Advertising			
6891 - Gatehouse Media Indiana Holdings	06-Public Notice of 2022 Cash and Investments on ran 2/21/23	03/31/2023	306.00
Account 53320 - Advertising Totals		Invoice 1	\$306.00
		Transactions	
Account 53730 - Machinery and Equipment Rental			
371 - Pitney Bowes, INC	06-Mail Meter Rental 12/31/22 - 3/30/23	03/31/2023	120.00
Account 53730 - Machinery and Equipment Rental Totals		Invoice 1	\$120.00
		Transactions	
Account 53990 - Other Services and Charges			
391 - O. W. Krohn & Associates, LLP	06-prof serv in connection w/ general acct & TIF-10/1/22-	03/31/2023	3,500.00
5648 - Reedy Financial Group, PC	06-Financial Plan Consulting-billing through 2-28-2023	03/31/2023	4,207.80
Account 53990 - Other Services and Charges Totals		Invoice 2	\$7,707.80
		Transactions	
Program 060000 - Main Totals		Invoice 6	\$8,343.67
		Transactions	
Department 06 - Controller's Office Totals		Invoice 6	\$8,343.67
		Transactions	
Department 07 - Engineering			
Program 070000 - Main			
Account 52110 - Office Supplies			
6530 - Office Depot, INC	07-11x17 copy paper (Engineering & P&T)	03/31/2023	42.16
6530 - Office Depot, INC	07-Panel wall clips, scissors	03/31/2023	22.19



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Invoice Date Range 03/18/23 - 03/31/23

Account 52110 - Office Supplies Totals		Invoice 2	\$64.35
		Transactions	
Account 53320 - Advertising			
6891 - Gatehouse Media Indiana Holdings	07-Legal Ad (B-Line Ext. Tree Clearing) Order #8444640	03/31/2023	175.38
Account 53320 - Advertising Totals		Invoice 1	\$175.38
		Transactions	
Program 070000 - Main Totals		Invoice 3	\$239.73
		Transactions	
Department 07 - Engineering Totals		Invoice 3	\$239.73
		Transactions	
Department 11 - Mayor's Office			
Program 110000 - Main			
Account 52420 - Other Supplies			
50972 - CDW, LLC	11 -OWL expansion for meetings/ilab	03/31/2023	231.57
Account 52420 - Other Supplies Totals		Invoice 1	\$231.57
		Transactions	
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 12/12/22-01/11/23-Inv.	03/22/2023	114.40
Account 53210 - Telephone Totals		Invoice 1	\$114.40
		Transactions	
Account 53970 - Mayor's Promotion of Business			
52910 - Markey's Audio Visual, INC	11-State of the City Address, data projection-2/23/23	03/31/2023	4,197.13
Account 53970 - Mayor's Promotion of Business Totals		Invoice 1	\$4,197.13
		Transactions	
Account 53990 - Other Services and Charges			
4123 - Central Indiana Interpreting Service	11-ASL Interpreter svcs State of the City-2/23/23	03/31/2023	300.26
6766 - Justin Kyle Crossley	11 -reimbursement JC Rev.com transcription svc-3/2/23	03/31/2023	9.00
Account 53990 - Other Services and Charges Totals		Invoice 2	\$309.26
		Transactions	



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	Program 110000 - Main Totals	Invoice 5	\$4,852.36
		Transactions	
	Department 11 - Mayor's Office Totals	Invoice 5	\$4,852.36
		Transactions	
 Department 12 - Human Resources			
 Program 120000 - Main			
 Account 53320 - Advertising			
6891 - Gatehouse Media Indiana Holdings	12-HT Job Ads-City-Feb 2023	03/31/2023	1,590.37
	Account 53320 - Advertising Totals	Invoice 1	\$1,590.37
		Transactions	
 Account 53990 - Other Services and Charges			
8609 - LoCascio Hadden & Dennis, LLC (LHD Benefit Advisor	12- Consultant for employee clinic project	03/31/2023	2,600.00
6099 - Safe Hiring Solutions	12-out of state background checks	03/31/2023	450.20
4827 - Society For Human Resource Management	12- People Manager Qualification (PMQ) Coaching	03/31/2023	30,721.00
	Account 53990 - Other Services and Charges Totals	Invoice 3	\$33,771.20
		Transactions	
	Program 120000 - Main Totals	Invoice 4	\$35,361.57
		Transactions	
	Department 12 - Human Resources Totals	Invoice 4	\$35,361.57
		Transactions	
 Department 13 - Planning			
 Program 130000 - Main			
 Account 52110 - Office Supplies			
5099 - Office Three Sixty, INC	13- Received Date Stamps with 2023	03/31/2023	54.06
	Account 52110 - Office Supplies Totals	Invoice 1	\$54.06
		Transactions	
 Account 52420 - Other Supplies			
3404 - J.R. Watkins & Family, INC (Signs Now)	13-Name Plate for Planning Comm. Member: Ellen Coe Rodkey	03/31/2023	53.00



Board of Public Works Claim Register

Invoice Date Range 03/18/23 - 03/31/23

Account 52420 - Other Supplies Totals		Invoice 1	\$53.00
		Transactions	
Account 53320 - Advertising			
6891 - Gatehouse Media Indiana Holdings	13-Public Notices PC #DP-53-22 & ZO-04-23 through ZO-07-23	03/31/2023	108.78
Account 53320 - Advertising Totals		Invoice 1	\$108.78
		Transactions	
Account 53990 - Other Services and Charges			
4506 - TAPCO (Traffic and Parking Control Co INC)	20-No Turn on Red Sign Project	BC 2022-082 03/31/2023	20,000.00
Account 53990 - Other Services and Charges Totals		Invoice 1	\$20,000.00
		Transactions	
Program 130000 - Main Totals		Invoice 4	\$20,215.84
		Transactions	
Department 13 - Planning Totals		Invoice 4	\$20,215.84
		Transactions	
Department 19 - Facilities Maintenance			
Program 190000 - Main			
Account 52210 - Institutional Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	19 - Graffiti Remover-inc s/h	03/31/2023	104.78
Account 52210 - Institutional Supplies Totals		Invoice 1	\$104.78
		Transactions	
Account 52420 - Other Supplies			
6222 - Apple, INC	19-Adaptor for DT Specialist phone	03/31/2023	19.00
Account 52420 - Other Supplies Totals		Invoice 1	\$19.00
		Transactions	
Account 52430 - Uniforms and Tools			
19171 - Aramark Uniform & Career Apparel Group, INC	19-Work Uniforms for Facility Employees - 3/2/2023	03/31/2023	30.84
19171 - Aramark Uniform & Career Apparel Group, INC	19- Work Uniforms for Facility Employees- 03/09/2023	03/31/2023	30.84
19171 - Aramark Uniform & Career Apparel Group, INC	19- Work Uniforms for Facility Employees - 3/16/2023	03/31/2023	30.84



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Account 52430 - Uniforms and Tools Totals		Invoice 3	\$92.52
		Transactions	
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 01/12/23-02/11/23-Inv.	03/22/2023	126.18
Account 53210 - Telephone Totals		Invoice 1	\$126.18
		Transactions	
Account 53510 - Electrical Services			
223 - Duke Energy	19-Fac Summary Elec Billing-2/22/22-2/1/23-#9300-0002-7212	BC 2010-23 03/22/2023	15,422.81
223 - Duke Energy	19-Fac Summary Elec Billing-1/24-3/5/23-#9300-0002-7212	BC 2010-23 03/22/2023	14,637.24
Account 53510 - Electrical Services Totals		Invoice 2	\$30,060.05
		Transactions	
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	19-Temp Mtr-Graffiti Team-water/sewer bill-February 2023	03/22/2023	15.84
208 - City Of Bloomington Utilities	19-City Hall-water/sewer bill - February 2023	03/22/2023	900.06
Account 53530 - Water and Sewer Totals		Invoice 2	\$915.90
		Transactions	
Account 53610 - Building Repairs			
656 - B&L Sheet Metal and Roofing, INC	19-SA Roof Repairs in Legal Department	BC 2022-089 03/31/2023	1,437.40
321 - Harrell Fish, INC (HFI)	19-SA Replaced contactors on boiler	BC 2022-115 03/31/2023	1,189.08
7402 - Nature's Way, INC	19-Plant Maintenance @ City Hall - 3/1/2023	BC 2022-118 03/31/2023	353.43
Account 53610 - Building Repairs Totals		Invoice 3	\$2,979.91
		Transactions	
Account 53990 - Other Services and Charges			
231 - IU Health OCC Health Services	19 Hearing Tests for facility staff (Boruff & Flake)	03/31/2023	74.00
Account 53990 - Other Services and Charges Totals		Invoice 1	\$74.00
		Transactions	
Program 190000 - Main Totals		Invoice 14	\$34,372.34
		Transactions	



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Invoice Date Range 03/18/23 - 03/31/23

Department 19 - Facilities Maintenance Totals	Invoice 14	\$34,372.34
	Transactions	

Department **28 - ITS**

Program **280000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC	28 - Office Depot - pens, tape, sticky notes, 5S bins	03/31/2023	763.30
6530 - Office Depot, INC	28 - Office Depot - Paper Return- Inv 301500740001	03/31/2023	(643.56)

Account 52110 - Office Supplies Totals	Invoice 2	\$119.74
	Transactions	

Account **52420 - Other Supplies**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 01/12/23- 02/11/23-Inv.	03/22/2023	1,164.90
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Account 52420 - Other Supplies Totals	Invoice 1	\$1,164.90
	Transactions	

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 01/12/23- 02/11/23-Inv.	03/22/2023	534.75
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Account 53210 - Telephone Totals	Invoice 1	\$534.75
	Transactions	

Account **53640 - Hardware and Software Maintenance**

2998 - Seiler Instrument & Mfg Co, INC	28 - Seiler - GPS Catalyst 30 subscription & equipment	03/31/2023	1,325.00
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Account 53640 - Hardware and Software Maintenance Totals	Invoice 1	\$1,325.00
	Transactions	

Account **53910 - Dues and Subscriptions**

6870 - Carahsoft Technology Corporation	28 - LinkedIn Learning - 11 seats - 3-26-2023--3-25-2024	03/31/2023	3,696.00
2895 - Rapid Reproductions, INC	28 - Rapid - Planroom Split w Parks Renewal 3-15-23 to 3-14-24	03/31/2023	847.50

Account 53910 - Dues and Subscriptions Totals	Invoice 2	\$4,543.50
	Transactions	

Account **54420 - Purchase of Equipment**



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Invoice Date Range 03/18/23 - 03/31/23

2898 - JDH Contracting, INC	28 - 96F M Cable Reel	03/31/2023	19,600.00
6530 - Office Depot, INC	28 - Office Depot - Bluetooth Mouse for Victoria's Desk	03/31/2023	99.99
53442 - Paragon Micro, INC	28 - Upgrade ITS TV Monitors (3)	03/31/2023	2,870.94
53442 - Paragon Micro, INC	28 - Training Room Laptops (5)	03/31/2023	9,399.95
53442 - Paragon Micro, INC	28 - Paragon - CAPR 2 Desktop PCs	03/31/2023	2,859.98
2998 - Seiler Instrument & Mfg Co, INC	28 - Seiler - GPS Catalyst 30 subscription & equipment	03/31/2023	1,802.00
5103 - Staples Contract & Commercial, INC	28 - Fluke Network Meters (2)	03/31/2023	5,275.98

Account 54420 - Purchase of Equipment Totals	Invoice 7	\$41,908.84
	Transactions	
Program 280000 - Main Totals	Invoice 14	\$49,596.73
	Transactions	
Department 28 - ITS Totals	Invoice 14	\$49,596.73
	Transactions	
Fund 101 - General Fund (S0101) Totals	Invoice 93	\$179,752.77
	Transactions	

Fund 103 - Restricted Donations(ord 05-17)

Department 06 - Controller's Office

Program 400101 - Animal Medical Services

Account 53130 - Medical

7204 - Purdue University	01-diagnostic exam, biopsy	03/31/2023	1,191.95
	Account 53130 - Medical Totals	Invoice 1	\$1,191.95
		Transactions	
	Program 400101 - Animal Medical Services Totals	Invoice 1	\$1,191.95
		Transactions	
	Department 06 - Controller's Office Totals	Invoice 1	\$1,191.95
		Transactions	
	Fund 103 - Restricted Donations(ord 05-17) Totals	Invoice 1	\$1,191.95
		Transactions	

Fund 153 - LIT – Economic Development



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Department **04 - Economic & Sustainable Dev**

Program **040000 - Main**

Account **53960 - Grants**

7532 - Christina Elem	04-Art Grant for MLK Remembrance Week - C.Elem	03/31/2023	1,000.00
8528 - Caleb Olin Meredith Poer	04-Art Grant for MLK Remembrance Week - C.Poer	03/31/2023	1,000.00
8377 - Patrick C Steward (PDVNCH)	04-Art Grant for MLK Remembrance Week - PDVNCH	03/31/2023	1,000.00
	Account 53960 - Grants Totals	Invoice 3	<u>\$3,000.00</u>
		Transactions	
	Program 040000 - Main Totals	Invoice 3	<u>\$3,000.00</u>
		Transactions	
	Department 04 - Economic & Sustainable Dev Totals	Invoice 3	<u>\$3,000.00</u>
		Transactions	
	Fund 153 - LIT – Economic Development Totals	Invoice 3	<u>\$3,000.00</u>
		Transactions	

Fund **176 - ARPA Local Fiscal Recvry (S9512)**

Department **20 - Street**

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

Account **52420 - Other Supplies**

4574 - John Deere Financial f.s.b. (Rural King)	20-Ratchet straps & batteries for paving crew	03/31/2023	36.96
13706 - Sunbelt Rentals, INC	20-Diamond 14" blade for sidewalk crew	03/31/2023	250.00
13706 - Sunbelt Rentals, INC	20-20-8HP Honda 4 Cycle Packer for sidewalks	03/31/2023	1,900.00
	Account 52420 - Other Supplies Totals	Invoice 3	<u>\$2,186.96</u>
		Transactions	
	Program G21005 - ARPA COVID Local Fiscal Recovery Totals	Invoice 3	<u>\$2,186.96</u>
		Transactions	
	Department 20 - Street Totals	Invoice 3	<u>\$2,186.96</u>
		Transactions	
	Fund 176 - ARPA Local Fiscal Recvry (S9512) Totals	Invoice 3	<u>\$2,186.96</u>
		Transactions	



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Fund 249 - Grants Non Approp

Department 04 - Economic & Sustainable Dev

Program G22008 - 2021 to 2024 Brownfield

Account 53990 - Other Services and Charges

4571 - BCA Environmental Consultants, LLC	04-2021-2024 EPA Brownfield Grant-Inventory & Prior	03/31/2023	400.00
4571 - BCA Environmental Consultants, LLC	04-2021-2024 EPA Brownfield Grant-Eligib Determin & Site Access	03/31/2023	800.00
4571 - BCA Environmental Consultants, LLC	04-2021-2024 EPA Brownfield Grant-PH II Hospital Parcel C&D	03/31/2023	12,266.17
Account 53990 - Other Services and Charges Totals		Invoice 3 Transactions	<u>\$13,466.17</u>
Program G22008 - 2021 to 2024 Brownfield Totals		Invoice 3 Transactions	<u>\$13,466.17</u>
Department 04 - Economic & Sustainable Dev Totals		Invoice 3 Transactions	<u>\$13,466.17</u>
Fund 249 - Grants Non Approp Totals		Invoice 3 Transactions	<u>\$13,466.17</u>

Fund 312 - Community Services

Department 09 - CFRD

Program 090016 - Com Serv - Safe & Civil

Account 52420 - Other Supplies

8597 - Elle Vie Body Products, LLC	09-Mini Shea Butter Gala Gifts- Black History Month Gala	03/31/2023	1,015.00
Account 52420 - Other Supplies Totals		Invoice 1 Transactions	<u>\$1,015.00</u>

Account 53990 - Other Services and Charges

7240 - Troy T Thomas	09-Hobbit Photography-Event Photography for BHM Gala 2023	03/31/2023	400.00
Account 53990 - Other Services and Charges Totals		Invoice 1 Transactions	<u>\$400.00</u>
Program 090016 - Com Serv - Safe & Civil Totals		Invoice 2 Transactions	<u>\$1,415.00</u>



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Department 09 - CFRD Totals	Invoice 2	\$1,415.00
	Transactions	
Fund 312 - Community Services Totals	Invoice 2	\$1,415.00
	Transactions	

Fund **401 - Non-Reverting Telecom (S1146)**

Department **25 - Telecommunications**

Program **256000 - Services**

Account **52420 - Other Supplies**

1999 - CMS Communications, INC	25 - CMS - 11 replacement Nortel M5316 Centrex landline phones	03/31/2023	1,358.00
	Account 52420 - Other Supplies Totals	Invoice 1	\$1,358.00
		Transactions	
	Program 256000 - Services Totals	Invoice 1	\$1,358.00
		Transactions	
	Department 25 - Telecommunications Totals	Invoice 1	\$1,358.00
		Transactions	
	Fund 401 - Non-Reverting Telecom (S1146) Totals	Invoice 1	\$1,358.00
		Transactions	

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

Department **06 - Controller's Office**

Program **060000 - Main**

Account **53120 - Special Legal Services**

19660 - Bose McKinney & Evans, LLP	10-legal services federally funded project-3/3/23	03/31/2023	3,000.00
19660 - Bose McKinney & Evans, LLP	10-legal services Annexation-1/19-2/27/23	03/31/2023	928.50
19660 - Bose McKinney & Evans, LLP	10-alcoholic beverage permit-Civic Center-2/15/23	03/31/2023	116.70
608 - Krieg Devault, LLP	10- legal services Governmental Affairs-February 2023	03/31/2023	2,500.00
8610 - Frank Sullivan, JR	10-legal services Sullivan-City v Smith 53C06-2203-PL-000608	03/31/2023	1,025.00
	Account 53120 - Special Legal Services Totals	Invoice 5	\$7,570.20
		Transactions	



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	Program 060000 - Main Totals		Invoice 5	\$7,570.20
			Transactions	
	Department 06 - Controller's Office Totals		Invoice 5	\$7,570.20
			Transactions	
	Fund 405 - Non-Reverting Improve I(S0113) Totals		Invoice 5	\$7,570.20
			Transactions	
Fund 450 - Local Road and Street(S0706)				
Department 20 - Street				
Program 200000 - Main				
Account 53520 - Street Lights / Traffic Signals				
223 - Duke Energy	19-Fac Summary Elec Billing-1/24-3/5/23-#9300-0002-7212	BC 2010-23	03/22/2023	338.38
223 - Duke Energy	02-College Mall & Moores Pk-signal chgs 01/31/23-02/28/23		03/22/2023	54.19
223 - Duke Energy	02-6th & Lincoln-meter surface lot-elec. chgs 02/03/23-03/03/23	BC 2019-74	03/22/2023	20.70
223 - Duke Energy	02-Henderson St Pathway-elec chgs 01/28/23-02/27/23	BC 2019-100	03/22/2023	58.40
223 - Duke Energy	02-Tapp & Deborah-signal chgs 02/02/23-03/02/23		03/22/2023	51.44
223 - Duke Energy	02-Lighting 2538 S Buttonwood Lane elec chgs 02/02/23-03/02/23	BC 2022-025	03/22/2023	7.44
223 - Duke Energy	02-Trailview Subdivision-elec. chgs 01/28/23-02/27/23	BC 2022-076	03/22/2023	52.22
223 - Duke Energy	02-W 17th St Reconstruction Proj-elec chgs 01/28/23-02/27/23	BC 2019-15	03/22/2023	113.78
223 - Duke Energy	02 - 17th & Dunn - elec charges for 02/03/23 to 03/03/23	BC 2015-70	03/22/2023	48.85
223 - Duke Energy	02-308 N Roger-crosswalk-elec chgs 01/27/23-02/24/23	BC 2021-94	03/22/2023	11.41
223 - Duke Energy	02 - 3rd & Indiana signal- elec charges for 02/03/23 - 03/03/23		03/22/2023	42.96
	Account 53520 - Street Lights / Traffic Signals Totals		Invoice 11	\$799.77
			Transactions	
Account 53990 - Other Services and Charges				
4506 - TAPCO (Traffic and Parking Control Co INC)	20-No Turn on Red Sign Project	BC 2022-082	03/31/2023	6,405.00



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Account 53990 - Other Services and Charges Totals	Invoice 1	\$6,405.00
	Transactions	
Program 200000 - Main Totals	Invoice 12	\$7,204.77
	Transactions	
Department 20 - Street Totals	Invoice 12	\$7,204.77
	Transactions	
Fund 450 - Local Road and Street(S0706) Totals	Invoice 12	\$7,204.77
	Transactions	

Fund 451 - Motor Vehicle Highway(S0708)

Department 20 - Street

Program 200000 - Main

Account 52210 - Institutional Supplies

313 - Fastenal Company	20-Safety Supplies for Crews (gloves, glasses, ear plugs)	03/31/2023	92.65
313 - Fastenal Company	20-Safety Supplies for Crews (gloves, glasses, ear plugs)	03/31/2023	113.68
Account 52210 - Institutional Supplies Totals		Invoice 2	\$206.33
		Transactions	

Account 52420 - Other Supplies

50637 - Bender Lumber Company INC	20- 8 x 8 x 12 Post for guard rail repair on Pete Ellis	03/31/2023	301.72
409 - Black Lumber Co. INC	20-Saw blades for Concrete Crew	03/31/2023	107.96
394 - Kleindorfer Hardware & Variety	20-pipe parts	03/31/2023	24.38
394 - Kleindorfer Hardware & Variety	20-Sprayer for hot box-3 gal sprayer	03/31/2023	53.99
394 - Kleindorfer Hardware & Variety	20-Misc Supplies for crews-cut off wheel	03/31/2023	8.99
394 - Kleindorfer Hardware & Variety	20-Parts to repair fence @3rd and college	03/31/2023	73.38
394 - Kleindorfer Hardware & Variety	20-Measuring wheel, hammers and shovels	03/31/2023	285.39
Account 52420 - Other Supplies Totals		Invoice 7	\$855.81
		Transactions	

Account 53150 - Communications Contract



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5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	20-Monthly Two-way Radio Services for Vehicles-March 2023		03/31/2023	2,321.25
	Account 53150 - Communications Contract Totals		Invoice 1 Transactions	<u>\$2,321.25</u>
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	06-cell phone chgs 01/12/23-02/11/23-Inv.		03/22/2023	166.92
	Account 53210 - Telephone Totals		Invoice 1 Transactions	<u>\$166.92</u>
Account 53510 - Electrical Services				
223 - Duke Energy	19-Fac Summary Elec Billing-2/22/22-2/1/23-#9300-0002-7212	BC 2010-23	03/22/2023	628.98
223 - Duke Energy	19-Fac Summary Elec Billing-1/24-3/5/23-#9300-0002-7212	BC 2010-23	03/22/2023	544.96
	Account 53510 - Electrical Services Totals		Invoice 2 Transactions	<u>\$1,173.94</u>
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	20-Street Dept-fire hydrant-water/sewer bill-February 2023		03/22/2023	44.47
208 - City Of Bloomington Utilities	20-Street Dept-water/sewer bill-February 2023		03/22/2023	291.50
208 - City Of Bloomington Utilities	20-Traffic Bldg-water/sewer bill-February 2023		03/22/2023	40.73
	Account 53530 - Water and Sewer Totals		Invoice 3 Transactions	<u>\$376.70</u>
Account 53540 - Natural Gas				
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	20-Street Dept-gas bill 02/06/23-03/06/23		03/22/2023	200.63
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	20-Traffic bldg-gas bill 02/06/23-03/06/23		03/22/2023	116.13
	Account 53540 - Natural Gas Totals		Invoice 2 Transactions	<u>\$316.76</u>
Account 53610 - Building Repairs				
321 - Harrell Fish, INC (HFI)	19 - SA-Street-labor/tools/materials to install water cooler	BC 2022-115	03/31/2023	1,155.00
	Account 53610 - Building Repairs Totals		Invoice 1 Transactions	<u>\$1,155.00</u>



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Account 53920 - Laundry and Other Sanitation Services

19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-2/15/23		03/31/2023	8.40
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-2/22/23		03/31/2023	8.40
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-3/1/23		03/31/2023	6.51
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-3/1/23		03/31/2023	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-3/8/23		03/31/2023	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-3/15/23		03/31/2023	6.51
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-3/15/23		03/31/2023	34.28

Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 7 Transactions	\$132.66
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Account 53950 - Landfill

52226 - Hoosier Transfer Station-3140	20-Disposal fees for sweeper dump debris-2/28/23		03/31/2023	1,232.95
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Account 53950 - Landfill Totals	Invoice 1 Transactions	\$1,232.95
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Account 53990 - Other Services and Charges

310 - Astbury Gabriel Corp (ESG Laboratories)	20-Testing for street sweeping debris		03/31/2023	369.00
902 - Indiana Underground Plant Protection Service, INC	20-Line Locate Services for February 2023		03/31/2023	521.55
4506 - TAPCO (Traffic and Parking Control Co INC)	20-No Turn on Red Sign Project	BC 2022-082	03/31/2023	18,435.00
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-2/20/23		03/31/2023	200.00

Account 53990 - Other Services and Charges Totals	Invoice 4 Transactions	\$19,525.55
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Program 200000 - Main Totals	Invoice 31 Transactions	\$27,463.87
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Department 20 - Street Totals	Invoice 31 Transactions	\$27,463.87
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Fund 451 - Motor Vehicle Highway(S0708) Totals	Invoice 31 Transactions	\$27,463.87
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Fund **452 - Parking Facilities(S9502)**

Department **26 - Parking**

Program **260000 - Main**

Account **52310 - Building Materials and Supplies**

394 - Kleindorfer Hardware & Variety	19 - gallon of anti-freeze		03/31/2023	13.49
394 - Kleindorfer Hardware & Variety	19 -(2) dustpan,(5) shovel, safety glasses, broom,(4) scrappers		03/31/2023	215.37
394 - Kleindorfer Hardware & Variety	19 - 2 padlocks, 24 screws, bit, plunger, garbage disposal, bulb		03/31/2023	221.04
Account 52310 - Building Materials and Supplies Totals			Invoice 3 Transactions	\$449.90

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 01/12/23-02/11/23-Inv.		03/22/2023	27.82
Account 53210 - Telephone Totals			Invoice 1 Transactions	\$27.82

Account **53510 - Electrical Services**

223 - Duke Energy	19-Fac Summary Elec Billing-2/22/22-2/1/23-#9300-0002-7212	BC 2010-23	03/22/2023	3,880.19
223 - Duke Energy	19-Fac Summary Elec Billing-1/24-3/5/23-#9300-0002-7212	BC 2010-23	03/22/2023	3,583.54
223 - Duke Energy	26-4th St Garage-105 W 4th -elec chgs 01/27/23-02/24/23		03/22/2023	2,291.24
Account 53510 - Electrical Services Totals			Invoice 3 Transactions	\$9,754.97

Account **53530 - Water and Sewer**

208 - City Of Bloomington Utilities	26-4th St Garage-water/sewer bill-February 2023		03/22/2023	155.87
208 - City Of Bloomington Utilities	26-Morton St Garage-water/sewer bill-February 2023		03/22/2023	57.36
Account 53530 - Water and Sewer Totals			Invoice 2 Transactions	\$213.23

Account **53540 - Natural Gas**



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222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	26-4th St Garage-105 W. 4th St- gas bill 02/01/23-03/01/23		03/22/2023	48.77
	Account 53540 - Natural Gas Totals		Invoice 1	\$48.77
			Transactions	

Account 53610 - Building Repairs

6299 - Bounds Flooring, INC	26-SA-Repair wall base after water leak-Pkg Ops Admin area	BC 2022-100	03/31/2023	435.48
321 - Harrell Fish, INC (HFI)	26- SA-4th St Pkg Garage- Repair Leak in Water Heater	BC 2022-116	03/31/2023	372.98
1537 - Indiana Door & Hardware Specialties, INC	26-SA Door Guard at Trades Garage	BC 2022-107	03/31/2023	124.00
	Account 53610 - Building Repairs Totals		Invoice 3	\$932.46
			Transactions	
	Program 260000 - Main Totals		Invoice 13	\$11,427.15
			Transactions	
	Department 26 - Parking Totals		Invoice 13	\$11,427.15
			Transactions	
	Fund 452 - Parking Facilities(S9502) Totals		Invoice 13	\$11,427.15
			Transactions	

Fund 454 - Alternative Transport(S6301)

Department 26 - Parking

Program 260000 - Main

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	06-cell phone chgs 01/12/23- 02/11/23-Inv.		03/22/2023	27.82
1838 - Verizon Wireless	26-charges for Parking Officer phones, etc 01/24/23-02/23/23		03/22/2023	112.82
	Account 53210 - Telephone Totals		Invoice 2	\$140.64
			Transactions	
	Program 260000 - Main Totals		Invoice 2	\$140.64
			Transactions	
	Department 26 - Parking Totals		Invoice 2	\$140.64
			Transactions	
	Fund 454 - Alternative Transport(S6301) Totals		Invoice 2	\$140.64
			Transactions	

Fund 455 - Parking Meter Fund(S2141)



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Department **26 - Parking**

Program **260000 - Main**

Account **52340 - Other Repairs and Maintenance**

480 - Proveli, LLC (Hall Signs, INC)	26-ADA stickers for ADA meters	03/31/2023	82.50
Account 52340 - Other Repairs and Maintenance Totals		Invoice 1	\$82.50
		Transactions	

Account **52420 - Other Supplies**

394 - Kleindorfer Hardware & Variety	26-Parking Enforcement Purchases- Armor All wipes, hand wipes	03/31/2023	29.05
6172 - The Tamis Corporation	26-Fill caps for water barricades	03/31/2023	500.00
Account 52420 - Other Supplies Totals		Invoice 2	\$529.05
		Transactions	

Account **52430 - Uniforms and Tools**

4489 - J.L. Waters & Company, INC	26-safety shoes-J. Heath (10.5)- 3/9/23	03/31/2023	100.00
Account 52430 - Uniforms and Tools Totals		Invoice 1	\$100.00
		Transactions	

Account **53150 - Communications Contract**

4264 - IPS Group, INC	26-bank fees and communications fees FEBRUARY 2023	03/31/2023	9,131.25
Account 53150 - Communications Contract Totals		Invoice 1	\$9,131.25
		Transactions	

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 01/12/23- 02/11/23-Inv.	03/22/2023	27.82
1838 - Verizon Wireless	26-charges for Parking Officer phones, etc 01/24/23-02/23/23	03/22/2023	620.50
Account 53210 - Telephone Totals		Invoice 2	\$648.32
		Transactions	

Account **53240 - Freight / Other**

6172 - The Tamis Corporation	26-Fill caps for water barricades	03/31/2023	49.00
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Account 53240 - Freight / Other Totals		Invoice 1	\$49.00
		Transactions	
Account 53640 - Hardware and Software Maintenance			
54432 - T2 Systems, INC	26-ROVR returns for February 2023	03/31/2023	1,259.70
Account 53640 - Hardware and Software Maintenance Totals		Invoice 1	\$1,259.70
		Transactions	
Account 53830 - Bank Charges			
4264 - IPS Group, INC	26-bank fees and communications fees FEBRUARY 2023	03/31/2023	4,921.28
Account 53830 - Bank Charges Totals		Invoice 1	\$4,921.28
		Transactions	
Program 260000 - Main Totals		Invoice 10	\$16,721.10
		Transactions	
Department 26 - Parking Totals		Invoice 10	\$16,721.10
		Transactions	
Fund 455 - Parking Meter Fund(S2141) Totals		Invoice 10	\$16,721.10
		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-4404 Weymouth Lane	BC 2023-008 03/31/2023	616.00
334 - Irving Materials, INC	20-Concrete Materials-601 E Wellington Ct	BC 2023-008 03/31/2023	642.50
Account 52330 - Street , Alley, and Sewer Material Totals		Invoice 2	\$1,258.50
		Transactions	
Program 020000 - Main Totals		Invoice 2	\$1,258.50
		Transactions	
Department 02 - Public Works Totals		Invoice 2	\$1,258.50
		Transactions	
Fund 600 - Cumulative Cap Imprv(CIG)(S2379) Totals		Invoice 2	\$1,258.50
		Transactions	
Fund 601 - Cumulative Capital Devlp(S2391)			



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Department 02 - Public Works

Program 020000 - Main

Account 52330 - Street , Alley, and Sewer Material

365 - Rogers Group, INC	20-Asphalt materials (Cold Mix)	03/31/2023	7,785.45
Account 52330 - Street , Alley, and Sewer Material Totals		Invoice 1	<u>7,785.45</u>
		Transactions	
Program 020000 - Main Totals		Invoice 1	<u>7,785.45</u>
		Transactions	
Department 02 - Public Works Totals		Invoice 1	<u>7,785.45</u>
		Transactions	

Department 07 - Engineering

Program 070000 - Main

Account 54310 - Improvements Other Than Building

18844 - First Financial Bank, N.A.	07-17th St Multi-Use Path (BC-2022-022-CN)-7/2/22-3/6/23-App	03/31/2023	169.78
19278 - Milestone Contractors, LP	07-17th St Multi-Use Path (BC-2022-022-CN)-7/2/22-3/6/23	BC 2022-022 03/31/2023	3,225.74
Account 54310 - Improvements Other Than Building Totals		Invoice 2	<u>3,395.52</u>
		Transactions	
Program 070000 - Main Totals		Invoice 2	<u>3,395.52</u>
		Transactions	
Department 07 - Engineering Totals		Invoice 2	<u>3,395.52</u>
		Transactions	
Fund 601 - Cumulative Capital Devlp(S2391) Totals		Invoice 3	<u>11,180.97</u>
		Transactions	

Fund 730 - Solid Waste (S6401)

Department 16 - Sanitation

Program 160000 - Main

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	06-cell phone chgs 01/12/23-02/11/23-Inv.	03/22/2023	41.73
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	Account 53210 - Telephone Totals	Invoice 1 Transactions	\$41.73
Account 53510 - Electrical Services			
223 - Duke Energy	19-Fac Summary Elec Billing- 2/22/22-2/1/23-#9300-0002-7212	BC 2010-23 03/22/2023	285.06
223 - Duke Energy	19-Fac Summary Elec Billing-1/24- 3/5/23-#9300-0002-7212	BC 2010-23 03/22/2023	73.73
	Account 53510 - Electrical Services Totals	Invoice 2 Transactions	\$358.79
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	16-Sanitation-water/sewer bill-Feb 2023	03/22/2023	178.31
	Account 53530 - Water and Sewer Totals	Invoice 1 Transactions	\$178.31
Account 53540 - Natural Gas			
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	16-Sanitation-gas bill 2/2-3/2/23	03/22/2023	245.24
	Account 53540 - Natural Gas Totals	Invoice 1 Transactions	\$245.24
Account 53610 - Building Repairs			
656 - B&L Sheet Metal and Roofing, INC	16-SA- Metal Roof Repair-2/16/23	BC 2022-089 03/31/2023	1,134.65
	Account 53610 - Building Repairs Totals	Invoice 1 Transactions	\$1,134.65
	Program 160000 - Main Totals	Invoice 6 Transactions	\$1,958.72
	Department 16 - Sanitation Totals	Invoice 6 Transactions	\$1,958.72
	Fund 730 - Solid Waste (S6401) Totals	Invoice 6 Transactions	\$1,958.72
Fund 800 - Risk Management(S0203)			
Department 10 - Legal			
Program 100000 - Main			
Account 53130 - Medical			



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4878 - James M Smith	10-reimb for CDL physical-3/6/23	03/31/2023	100.00
	Account 53130 - Medical Totals	Invoice 1	<u>\$100.00</u>
		Transactions	
Account 53420 - Worker's Comp & Risk			
7792 - ONB Benefit Administration LLC (JWF Specialty)	10-Workers Comp Payment (03.02.23-03.08.23)	03/22/2023	3,333.56
	Account 53420 - Worker's Comp & Risk Totals	Invoice 1	<u>\$3,333.56</u>
		Transactions	
Account 53990 - Other Services and Charges			
204 - State Of Indiana	10-drivers license look up	03/31/2023	15.00
	Account 53990 - Other Services and Charges Totals	Invoice 1	<u>\$15.00</u>
		Transactions	
	Program 100000 - Main Totals	Invoice 3	<u>\$3,448.56</u>
		Transactions	
	Department 10 - Legal Totals	Invoice 3	<u>\$3,448.56</u>
		Transactions	
	Fund 800 - Risk Management(S0203) Totals	Invoice 3	<u>\$3,448.56</u>
		Transactions	
Fund 801 - Health Insurance Trust			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990.1201 - Other Services and Charges Health Insurance			
17785 - The Howard E. Nyhart Company, INC	12-March 2023 Wellness Reimbursements	03/21/2023	1,760.00
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$1425.96	03/21/2023	1,425.96
	Account 53990.1201 - Other Services and Charges Health Insurance Totals	Invoice 2	<u>\$3,185.96</u>
		Transactions	
	Program 120000 - Main Totals	Invoice 2	<u>\$3,185.96</u>
		Transactions	
	Department 12 - Human Resources Totals	Invoice 2	<u>\$3,185.96</u>
		Transactions	
	Fund 801 - Health Insurance Trust Totals	Invoice 2	<u>\$3,185.96</u>
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 03/18/23 - 03/31/23

Fund **802 - Fleet Maintenance(S9500)**

Department **17 - Fleet Maintenance**

Program **170000 - Main**

Account **52320 - Motor Vehicle Repair**

582 - Town & Country Chrysler Dodge Jeep, INC	17 - credit for returned parts - Engine		03/31/2023	(75.00)
582 - Town & Country Chrysler Dodge Jeep, INC	17 - 857 parts to repair - ball joint loose, bushings&links worn		03/31/2023	1,938.33
Account 52320 - Motor Vehicle Repair Totals			Invoice 2 Transactions	<u>\$1,863.33</u>

Account **52420 - Other Supplies**

394 - Kleindorfer Hardware & Variety	17 - 4 allen bolts, 1 bulb for shop		03/31/2023	12.35
Account 52420 - Other Supplies Totals			Invoice 1 Transactions	<u>\$12.35</u>

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 01/12/23-02/11/23-Inv.		03/22/2023	41.73
Account 53210 - Telephone Totals			Invoice 1 Transactions	<u>\$41.73</u>

Account **53510 - Electrical Services**

223 - Duke Energy	19-Fac Summary Elec Billing-2/22/22-2/1/23-#9300-0002-7212	BC 2010-23	03/22/2023	713.50
223 - Duke Energy	19-Fac Summary Elec Billing-1/24-3/5/23-#9300-0002-7212	BC 2010-23	03/22/2023	374.99
Account 53510 - Electrical Services Totals			Invoice 2 Transactions	<u>\$1,088.49</u>

Account **53540 - Natural Gas**

222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	17-Fleet Maint-gas bill 02/06/23-03/06/23		03/22/2023	371.42
Account 53540 - Natural Gas Totals			Invoice 1 Transactions	<u>\$371.42</u>

Account **53620 - Motor Repairs**



Board of Public Works Claim Register

Invoice Date Range 03/18/23 - 03/31/23

582 - Town & Country Chrysler Dodge Jeep, INC	17 - 857 parts to repair - ball joint loose, bushings&links worn	03/31/2023	2,095.45
Account 53620 - Motor Repairs Totals		Invoice 1	<u>\$2,095.45</u>
		Transactions	
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniform and towel rentals - 3/1/2023	03/31/2023	77.36
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals - 3/1/2023	03/31/2023	15.88
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals - 3/8/2023	03/31/2023	77.36
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals- 3/8/2023	03/31/2023	16.04
Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 4	<u>\$186.64</u>
		Transactions	
Program 170000 - Main Totals		Invoice 12	<u>\$5,659.41</u>
		Transactions	
Department 17 - Fleet Maintenance Totals		Invoice 12	<u>\$5,659.41</u>
		Transactions	
Fund 802 - Fleet Maintenance(S9500) Totals		Invoice 12	<u>\$5,659.41</u>
		Transactions	
Fund 804 - Insurance Voluntary Trust			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990.1271 - Other Services and Charges Section 125 - URM- City			
17785 - The Howard E. Nyhart Company, INC	12-City URM	03/20/2023	39.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	03/20/2023	91.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	03/21/2023	138.47
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/22/2023	263.46
17785 - The Howard E. Nyhart Company, INC	12-City URM		338.90
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals		Invoice 5	<u>\$870.83</u>
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 03/18/23 - 03/31/23

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

17785 - The Howard E. Nyhart Company, INC	12-City DDC	03/21/2023	180.00
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Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals	Invoice 1	\$180.00
	Transactions	

Account **53990.1281 - Other Services and Charges Section 125 - URM- Util**

17785 - The Howard E. Nyhart Company, INC	12-Util URM	03/20/2023	74.00
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17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/22/2023	25.00
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Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals	Invoice 2	\$99.00
	Transactions	

Program 120000 - Main Totals	Invoice 8	\$1,149.83
	Transactions	

Department 12 - Human Resources Totals	Invoice 8	\$1,149.83
	Transactions	

Fund 804 - Insurance Voluntary Trust Totals	Invoice 8	\$1,149.83
	Transactions	

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

Department **06 - Controller's Office**

Program **06016C - 2016 C Jackson Trail**

Account **54310 - Improvements Other Than Building**

3515 - Dentons Bingham Greenebaum LLP	07-Jackson Crk Trail PH II (Duke Relocation)-serv Oct 2022	03/31/2023	2,035.00
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3515 - Dentons Bingham Greenebaum LLP	07-Jackson Crk Trail PH II (Duke Relocation)-serv Jan 2023	03/31/2023	1,347.00
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3515 - Dentons Bingham Greenebaum LLP	07-Jackson Crk Trail PH II (Duke Relocation)-serv Nov 2022	03/31/2023	220.00
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Account 54310 - Improvements Other Than Building Totals	Invoice 3	\$3,602.00
	Transactions	

Program 06016C - 2016 C Jackson Trail Totals	Invoice 3	\$3,602.00
	Transactions	

Department 06 - Controller's Office Totals	Invoice 3	\$3,602.00
	Transactions	

Fund 978 - City 2016 GO Bond Proceeds Totals	Invoice 3	\$3,602.00
	Transactions	



Board of Public Works Claim Register

Invoice Date Range 03/18/23 - 03/31/23

Grand Totals	Invoice 218	<u>\$304,342.53</u>
	Transactions	

REGISTER OF CLAIMS
Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
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03/31/23	Claims				\$304,342.53
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\$304,342.53

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$304,342.53

Dated this _____ day of _____ year of 20_____.

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

Fiscal Office _____