

Board of Public Works Meeting

November 08, 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

The City is committed to providing equal access to information. However, despite our efforts, at times, portions of our board and commission packets are not accessible for some individuals. If you encounter difficulties accessing material in this packet, please contact April Rosenberger, Public Works Departmental Accessibility contact at april.rosenberger@bloomington.in.gov or 812.349.3411 and provide your name, contact information, and a link to or description of the document or web page you are having problems with.

AGENDA
BOARD OF PUBLIC WORKS
November 08, 2023

A Regular Meeting of the Board of Public Work will be held Wednesday, **November 08, 2023 at 5:00 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/81663589764?pwd=M4Fr0lwdQo8A5g6OXbQLN8oH9BrSja.1> Meeting ID: 816 6358 9764 Passcode: 162185

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS AND REMONSTRANCES

III. CONSENT AGENDA

1. Resolution 2023-64; Declaration of ITS Surplus.
2. Resolution 2023-72; Declaration of ITS Surplus for Donation to Binary Heart.
3. Resolution 2023-74; Canopy of Lights
4. Resolution 2023-75; Holiday Market
5. Outdoor Lighting Service Agreement with Duke Energy for the Franklin Road Business Park
6. Outdoor Lighting Service Agreement with Duke Energy for the Shadow Creek Subdivision
7. Addendum #1 to Contract with Ann-Kriss, LLC for Sanitation Garage Repairs
8. Addendum #1 to Contract with Ann-Kriss, LLC for Restorative Roof Coating at FS #2
9. 2024 Service Agreement with Ann-Kriss, LLC
10. 2024 Service Agreement with B&L Sheet Metal
11. 2024 Service Agreement with Bounds Flooring
12. 2024 Service Agreement with Bruce Home Improvements
13. 2024 Service Agreement with Cassady Electric
14. 2024 Service Agreement with Commercial Service
15. 2024 Service Agreement with Economy Termite & Pest Control
16. 2024 Service Agreement with Everywhere Signs
17. Renewal #3 for ReCollect Systems, Inc.
18. Approval of Payroll

IV. NEW BUSINESS

1. Full Street Closure Request from Milestone Contractors on W. 2nd St. for Hopewell Project- Phase I
2. Lane and Sidewalk Closure Request from Duke Energy along W. Belle Ave near W. 3rd St (December 01, 2023- April 30, 2024)
3. Sidewalk and Parking Lane Closure Request from Strauser Construction at 217 W 6th Street to Remove Green Roof at Yellow Cab Company (November 13, 2023 – November 17, 2023)
4. Resolution 2023-76; Encroachment Agreement for 617 N. Madison

V. STAFF REPORTS & OTHER BUSINESS

VI. APPROVAL OF CLAIMS

VII. ADJOURNMENT

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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



Board of Public Works Staff Report

Project/Event: Disposal of Surplus Items by the City of Bloomington – Information & Technology Services

Staff Representative: Rick Dietz

Date: October 23, 2023

Report:

The Department of Information & Technology Services has a single typewriter that is able to be donated.

The Department of Information & Technology Services staff believe that the expense of labor, equipment, and fuel required to organize and transport this equipment for a sale or transfer exceeds the value of the equipment. This item is identified in Exhibit A to Resolution 2023-64: Recycle Lot 28 City Hall.

Recommendation and Supporting Justification:

Under Indiana Code § 5-22-22-6, the City of Bloomington Board of Public Works may determine these devices to be surplus property and may conduct a public or private sale or transfer the property without advertising, as there is one (1) item with an estimated value of less than one thousand dollars (\$1,000). Alternatively, under Indiana Code § 5-22-22-7, the City of Bloomington Board of Public Works may determine these devices to be surplus property and may sell the property at a public or private sale or transfer the property without advertising if the property may be recycled and has been collected in conjunction with a recycling program.

Recommend: Approval Denial by: Rick Dietz

**BOARD OF PUBLIC WORKS
RESOLUTION 2023-64**

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

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

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

WHEREAS, as this equipment becomes inoperable and/or outdated it is returned to ITS by City departments; and

WHEREAS, ITS has a typewriter which ITS wishes to dispose of as surplus personal property (the "Property") and further identified in Exhibit A, which is attached hereto and incorporated by reference; and

WHEREAS, ITS wishes to transfer the Property without advertising; and

WHEREAS, Indiana Code § 5-22-22-6 permits the City of Bloomington Board of Public Works (the "Board") to conduct a public or private sale or transfer the Property without advertising, as there is one (1) item with an estimated value of less than one thousand dollars (\$1,000); and

WHEREAS, ITS has assessed the value of the Property is less than one thousand dollars (\$1,000); and

WHEREAS, Indiana Code § 5-22-22-8 permits the Board to deem the Property worthless if the value of the Property is less than the estimated cost of the sale and transportation of the Property; and

WHEREAS, in considering the expense of labor, equipment and fuel required to organize and transport the Property for sale or transfer, ITS believes that these costs exceed the value of the Property; and

WHEREAS, ITS has offered the Property as a donation to a local nonprofit organization.

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 to be surplus personal property.
2. The value of the Property is assessed to be less than one thousand dollars (\$1,000).

3. The costs to organize and transport the Property for sale or transfer exceed the value of the Property.
4. ITS shall donate and transfer the Property to Teachers Warehouse, Inc., an Indiana nonprofit corporation with its principal office in Bloomington, Indiana.

PASSED AND ADOPTED by the City of Bloomington Board of Public Works this 8th day of November, 2023.

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

Jane Kupersmith, Secretary

Attest: _____
Rick Dietz, Director
Information & Technology Services

				EXHIBIT A					
				ITS Department/City of Bloomington					
				Teachers Warehouse Donation LOT 28 - 2023 Info					
				Donation Items List					
Asset ID	Asset Num	Serial #	Name	Category	Division	Installed Date	Organization	Date	Organization
			Typewriter						Teachers Warehouse



Board of Public Works Staff Report

Project/Event: Disposal of Surplus Items by the City of Bloomington – Information & Technology Services

Staff Representative: Rick Dietz

Date: October 23, 2023

Report:

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

The Department of Information & Technology Services staff believe that the expense of labor, equipment, and fuel required to organize and transport all of this equipment for a sale or transfer, exceeds the value of the equipment. These items are identified in Exhibit A to Resolution 2023-72: Recycle Lot 27 City Hall.

Recommendation and Supporting Justification:

Under Indiana Code § 5-22-22-6, the City of Bloomington Board of Public Works may determine these devices to be surplus property and may conduct a public or private sale or transfer the property without advertising, as there is more than one (1) item with an estimated value of less than five thousand dollars (\$5,000). Alternatively, under Indiana Code § 5-22-22-7, the City of Bloomington Board of Public Works may determine these devices to be surplus property and may sell the property at a public or private sale or transfer the property without advertising if the property may be recycled and has been collected in conjunction with a recycling program.

Recommend: Approval Denial by: Rick Dietz

**BOARD OF PUBLIC WORKS
RESOLUTION 2023-72**

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

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

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

WHEREAS, as this equipment becomes inoperable and/or outdated it is returned to ITS by City departments; and

WHEREAS, ITS has a large stock of returned equipment which ITS wishes to dispose of as surplus personal property (the “Property”) and further identified in Exhibit A, which is attached hereto and incorporated by reference; and

WHEREAS, ITS wishes to transfer the Property without advertising; and

WHEREAS, Indiana Code § 5-22-22-6 permits the City of Bloomington Board of Public Works (the “Board”) to conduct a public or private sale or transfer the Property without advertising as there is more than one (1) item with an estimated value of less than five thousand dollars (\$5,000); and

WHEREAS, ITS has assessed the value of the Property to be less than five thousand dollars (\$5,000); and

WHEREAS, Indiana Code § 5-22-22-8 permits the Board to deem the Property worthless if the value of the Property is less than the estimated cost of the sale and transportation of the Property; and

WHEREAS, in considering the expense of labor, equipment and fuel required to organize and transport the Property for sale or transfer, ITS believes that these costs exceed the value of the Property; and

WHEREAS, ITS has offered the Property as a donation to a local nonprofit organization.

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

1. The City of Bloomington property described in Exhibit A is hereby declared to be surplus personal property.
2. The value of the Property is assessed to be less than five thousand dollars (\$5,000).

3. The costs to organize and transport the Property for sale or transfer exceed the value of the Property.
4. ITS shall donate and transfer the Property to that certain nonprofit organization stated in Exhibit A.

PASSED AND ADOPTED by the City of Bloomington Board of Public Works this 8th day of November, 2023.

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

Jane Kupersmith, Secretary

Attest: _____
Rick Dietz, Director
Information & Technology Services

EXHIBIT A

ITS Department/City of Bloomington
BinaryHeart Donation 27 - 2023 Info

Donation Items List

Asset ID	Asset Num	Serial #	Name	Category	Division	Installed Date	Organization	Date	Organization
5332	1805437j	F77W0Q2	hnd1805437j	Desktop	HAND	08/10/2018		10/20/2023	BinaryHeart
5357	1805437k	F77Y0Q2	hrd1805437k	Desktop	Employee Servic	08/13/2018		10/20/2023	BinaryHeart
2258	1600582f	JJ2WFB2	cnt1600582f	Desktop	Controller	05/24/2016		10/20/2023	BinaryHeart
3364	1600972G	G002G03405	cnt1600972G	UPS	Controller			10/20/2023	BinaryHeart
7430	140182	JTTZW12	140182	Desktop				10/20/2023	BinaryHeart
7431	130059		130059	Monitor				10/20/2023	BinaryHeart
3759	120095	204NDCR8E235	ucs120095	LCD 1	Customer Services			10/20/2023	BinaryHeart
3345	130262	101NDDMGK25	ITS130262	LCD 1	IT			10/20/2023	BinaryHeart
3798	120092	204NDQA8E236	ucs120092	LCD 1	Customer Services			10/20/2023	BinaryHeart
3019	140287		lg140287	Desktop	Legal	06/01/2017		10/20/2023	BinaryHeart
7327	090420		BTR090420					10/20/2023	BinaryHeart
Box of wires, cables, and preefials not tract in AssetTrack									BinaryHeart
3 Used Laptop Bags									BinaryHeart



Board of Public Works Staff Report

Project/Event: Canopy of Lights

Petitioner/Representative: Downtown Bloomington, Inc.

Staff Representative: April Rosenberger

Meeting Date: November 08, 2023

Event Date: November 24, 2023

The Canopy of Lights is an annual event sponsored by Downtown Bloomington, Inc., and is free and open to the public. Downtown Bloomington, Inc. is requesting 4 parking spaces on Kirkwood from Wednesday, November 22nd at 8 am to Saturday, November 25th at 9 am for placement of the stage.

Downtown Bloomington, Inc. is also requesting Kirkwood Avenue between College Avenue and Walnut Street be closed to vehicular traffic and parking on Friday, November 24th between 3:00 p.m. and 8:00 p.m. as well as 4 parking spaces along College Ave. across from The Tap be closed on Friday, November 24th, between 3:00 p.m. and 9:00 p.m.

It is anticipated this event will attract 5000 participants to the Downtown area.

The resolution includes a noise waiver for amplified music.



JOHN HAMILTON

MAYOR DEPARTMENT OF PUBLIC WORKS DEPARTMENT OF ECONOMIC

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

Greetings from the City of Bloomington!

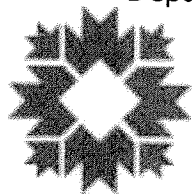
This application is for approval from the Board of Public Works for Temporary Special Events for the use of public rights of way owned by the City of Bloomington. To assure timely approval by the Board of Public Works to your application we ask that you notify us three (3) months in advance.

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

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

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

The City of Bloomington
Department of Economic and Sustainable Development



SPECIAL EVENT APPLICATION

**City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton Street, Suite 150
Bloomington, Indiana 47404
812-349-3418
Department of Public Works
812-349-3411**

CITY OF BLOOMINGTON

1. APPLICANT INFORMATION

Contact Name:	Talisha Coppock		
Contact Phone:	812.360.3681	Mobile Phone:	812.360.3681
Title/Position:	Executive Director		

Organization:	Downtown Bloomington Inc.		
Address:	302 S College Avenue		
City, State, Zip:	Bloomington, IN 47403		
Contact E-Mail Address:	tcoppock@downtownbloomington.com		
Organization E-Mail and URL:	www.downtownbloomington.com		
Org Phone No:	812.336.3681	Fax No:	812.349.2981

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

Organization Name:	City of Bloomington Parks and Recreation (Provides Mobile Stage)		
Address:	P.O. Box 100		
City, State, Zip:	Bloomington IN 47402		
Contact E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:	B97		
Address:	Century Village		
City, State, Zip:	Bloomington, IN 47401		
E-Mail Address:			
Phone Number:	812.336-8000	Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

3. EVENT INFORMATION

Type of Event	<input checked="" type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input checked="" type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Art in the Right of Way <input checked="" type="checkbox"/> Other (Explain below in Description of Event) Canopy of Lights Downtown Lighting Ceremony
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Date(s) of Event:	November 24, 2023	
Time of Event:	Date: Start: Date: End: November 24 6 pm November 24 8 pm	
Setup/Teardown time Needed	Date: Start: Date: End: ✗ Wed November 22 at beginning at 8 am park mobile stage in 4 parking spaces to November 25 ✗ Friday November 24 Close street between Walnut and College on Kirkwood from 3 pm until 8 pm ✗ Block 4 parking spaces across from The Tap on College from 3 pm to 9 pm	
Calendar Day of Week:	Friday Night	
Description of Event:	Downtown Lighting ceremony with Bloomington Brass Band, Windfall Dancers, Constellation "Mathilda" singers, Mayor and County Commissioner speakers and Santa lighting the lights.	
Expected Number of Participants:	5,000	Expected # of vehicles (Use of Parking Spaces to close): 1 block -approximately 30 spaces

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

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

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

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

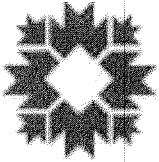
7. CHECKLIST

<input type="checkbox"/>	Determine type of Event
<input type="checkbox"/>	Complete application with attachment: <ul style="list-style-type: none"> <input type="checkbox"/> Detailed Map <input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input type="checkbox"/> Maintenance of Traffic Plan <input type="checkbox"/> Noise Permit Application (if applicable) <input type="checkbox"/> Certificate of Liability Insurance <input checked="" type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input checked="" type="checkbox"/> Beer and Wine Permit (if applicable) Waste and Recycling Plan (if applicable) <input 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
<input type="checkbox"/>	Date Application will be heard by Board of Public Works
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	If applicable, acknowledgment of compliance with the City of Bloomington Policy and Procedures on Private Art Installations within the Public Right of Way (Policy attached with application)

FOR CITY OF BLOOMINGTON USE ONLY

Date Received:	Received By:	Date Approved:	Approved By:
	Economic & Sustainable Development		
	Bloomington Police		
	Bloomington Fire		
	Engineering		
	Transit		
	Office of the Mayor		

	Utilities		
	Public Works		
	Board of Public Works		



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

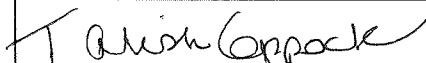
Contact April Rosenberger with any questions: (812) 349-3411 or april.rosenberger@bloomington.in.gov

Event and Noise Information

Name of Event:	Canopy of Lights Downtown Lighting Ceremony			
Location of Event:	101 W Kirkwood - Southside of Courthouse Square			
Date of Event:	November 24, 2023	Time of Event:	Start: 6 pm	
Calendar Day of Week:	Friday		End: 8 pm	
Description of Event:	Holiday music and announcements			
Source of Noise:	Live Band Yes	Instrument Brass Band	Loudspeaker Announcers	Will Noise be Amplified? Yes
Is this a Charity Event?	Yes No Yes Non Profit Free Event	If Yes, to Benefit: <i>Downtown Revitalization</i>		

Applicant Information

Name:	Talisha Coppock		
Organization:	Downtown Bloomington Inc.	Title:	
Physical Address:	302 S College Avenue		
Email Address:	tcoppock@downtownbloomington.com	Phone Number:	812.360.3681

Signature: 	Date: October 26, 2023
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FOR CITY OF BLOOMINGTON USE ONLY

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

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

Waste and Recycling Management Plan Template

Event name: Canopy of Lights Downtown Lighting Ceremony
 Number of expected attendees: 5,000
 Number of food vendors: 1
 Number of other vendors: 2

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

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

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

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

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



RE: Notice of Public Meeting re: Downtown Lighting Ceremony on November 24, 2023

Dear Downtown Business:

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in the Public Right Way for the annual Canopy of Lights Downtown Lighting Ceremony to be held on Friday, November 24, 2023. (Set up for the event will require 4 parking spaces on Kirkwood beginning on Wednesday, November 22 at 8 am to Saturday, November 25, 2023. The actual event and set up will be from 3 pm to 8 pm on Friday November 24, 2023.

The Board of Public Works meeting to hear this request will be on Wednesday, November 8 at 5:00 PM. Board of Public Works meetings are held virtually via zoom and in person in the City of Bloomington Council Chambers at City Hall, 401 N. Morton Street, Bloomington, Room 115.

Zoom information for the meeting may be found on the Public Works web page at <https://bloomington.in.gov/boards/public-works> or you may also call 812.349.3411 for zoom information.

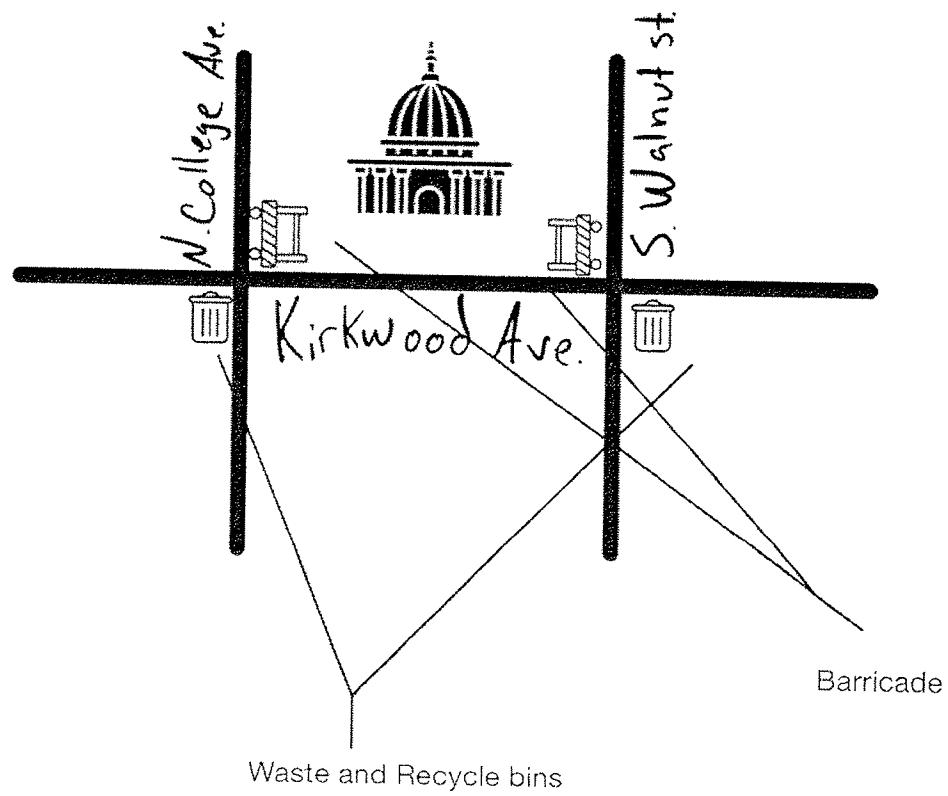
The proposal for this event will be on file and may be examined in the Public Works office on Friday, November 3, prior to the Wednesday, November 8 meeting. All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone you may call 812.349.3411 or email public.works@bloomington.in.gov. Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

We appreciate your patience. If you have questions about the actual event you can also email tcoppock@downtownbloomington.com.

Talisha Coppock, Downtown Bloomington Inc. 812.360.3681

A handwritten signature in black ink that reads "Talisha Coppock". The signature is written in a cursive, flowing style.

2023 - ✓



- Close Kirkwood between College Ave. and Walnut St.
- "No Parking" signs required for Kirkwood between College Ave. and Walnut St. and 4 extra "no parking" for elderly accessibility on College Ave. East side, North of Kirkwood.
- Intersections will not be blocked for traffic at College Ave. and Walnut St.
- Place barricades inside each.

**BOARD OF PUBLIC WORKS
RESOLUTION 2023-74**

Canopy of Lights

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

WHEREAS, Downtown Bloomington, Inc., (hereinafter “Sponsor”) is desirous of closing Kirkwood Avenue to traffic and parking between Walnut Street and College Avenue for activities in conjunction with the Canopy of Lights on the downtown square; and

WHEREAS, Sponsor has agreed to provide all traffic control as deemed necessary and as instructed by the City of Bloomington Engineering and/or Bloomington Police Department and to incur the complete cost; and

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Bloomington Board of Public Works declares that Kirkwood Avenue between Walnut Street and College Avenue be temporarily closed to parking and to traffic from 3:00 p.m. until 9:00 p.m., Friday, November 24, 2023, and for the general public to occupy the streets, Friday, November 24, 2023 from 6:00 p.m. until 8:00 p.m. while watching the entertainment and lighting of the downtown square. In addition, 4 parking spaces on College Ave. across from The Tap will be blocked on Friday, November 24, 2023 from 3:00 p.m. to 9:00 p.m., for members of the Brass Band.
2. The City of Bloomington will provide and set up jersey style water filled barricades at or around 3:00 p.m. on November 24, 2023. Jersey style water filled barricades water barriers will be removed as part of clean-up.
3. The Stage for this event will require four parking spaces on the south side of Kirkwood to be used from Wednesday, November 22, 2023 from 8:00 a.m. to Saturday, November 25, 2023 at 9:00 a.m.
4. Sponsor shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Engineering Department. Sponsor shall obtain, and place at Sponsor’s own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers for protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate
5. Sponsor shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures, and to obtain from any and all appropriate entities the

RESOLUTION 2023-74

necessary permission to use private property.

6. Sponsor shall be responsible for all clean-up that may be necessary as a result of the event to be completed by 9:00 p.m., Friday, November 24, 2023. Clean-up shall include removal of any temporary “no parking” signage.
7. That by granting permission to utilize City property to facilitate this activity, the Board of Public Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified music may be played during the hours of the event.
8. Sponsor shall be responsible for notifying the general public in advance by notice to the press, Bloomington and IU Transits, local cab companies and all emergency services 48 hours prior to the event and the fact that vehicular traffic may be temporarily delayed at times.
9. That in consideration for the use of the City’s property and to the fullest extent permitted by law, Downtown Bloomington Inc., for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively “Claims”) which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
10. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 08th DAY OF NOVEMBER, 2023.

BOARD OF PUBLIC WORKS:

DOWNTOWN BLOOMINGTON, INC.

Kyla Cox Deckard, President

Signature

Elizabeth Karon, Vice President

Printed Name

Jane Kupersmith, Secretary

Position



Board of Public Works Staff Report

Project/Event: Holiday Market

Petitioner/Representative: Bloomington Parks and Recreation Department

Staff Representative: Leslie Brinson

Meeting Date: November 06, 2023

Event Date: Saturday, November 25, 2023

Ring in the holiday season by shopping for unique gifts and farm products from local vendors. Shop for locally grown farm products, and arts and fine crafts created by local artisans, all while listening to the music of the season.

The Holiday Market will have arts and fine crafts vendors outside of City Hall. The farmers market will be taking place with additional local food and arts and crafts outside as well. The Parks and Recreation mobile stage will set up on Morton Street along the curb on the west side of the street and performances will happen throughout the 10 am – 3 pm timeframe. There will also be roving carolers and costumed characters throughout the market area.

Horse drawn carriage rides will be provided for a cost. The carriage will pick up customers at the 8th Street entrance of the Market and travel west to Rogers Street, North to Maker's Way, east to Madison Street, west on 10th Street to Rogers and then back to the market. A map is included.

The Holiday Market will be held on Saturday, November 25, 2023, and is requesting use of the North Showers Parking Lot, Showers Common, Showers Plaza, specific on-street parking spaces and the following streets: North Morton Street between the entrance of the Showers Parking Lot and W. 8th Street from 6:00 AM to 6:00 PM. They are also requesting a Noise Permit.



**JOHN HAMILTON
MAYOR**

CITY OF BLOOMINGTON

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

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

ESD 812.349.3418
PW 812.349.3410

Greetings from the City of Bloomington!

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

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

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

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

The City of Bloomington
Department of Economic and Sustainable Development



SPECIAL EVENT APPLICATION

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

1. Applicant Information

Contact Name:	Leslie Brinson		
Contact Phone:	812.349.3715	Mobile Phone:	812.272.4569
Title/Position:	Community Events Manager		
Organization:	City of Bloomington Parks and Recreation		
Address:	401 N. Morton St., Suite 250		
City, State, Zip:	Bloomington, IN 47402		
Contact E-Mail Address:	brinsonl@bloomington.in.gov		
Organization E-Mail and URL:	https://bloomington.in.gov/parks		
Org Phone No:	812.349.3700	Fax No:	812.349.3705

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

Organization Name:	List of Prepared Food Vendors can be found at: https://bloomington.in.gov/farmers-market/vendors		
Address:			
City, State, Zip:			
Contact E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:	Downtown Bloomington Inc.		
Address:	302 S. College Ave		
City, State, Zip:	Bloomington, IN 47403		
E-Mail Address:	tcoppock@bloomingtonconvention.com		
Phone Number:	812-336-3681	Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			

Phone Number:		Mobile Phone:	
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3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input checked="" type="checkbox"/> Other (Explain below in Description of Event) Holiday Market is a combination of the Farmers' Market, A Fair of the Arts and event activities. This year will include carriage rides as well.	
Date(s) of Event:	Saturday, November 25, 2023	
Time of Event:	Date: 11/25/2023 Start: 10:00 a.m. Date: 11/25/2023 End: 3:00 p.m.	
Setup/Teardown time Needed	Date: 11/25/2023 Start: 6:00 a.m. Date: 11/25/2023 End: 6:00 p.m.	
Calendar Day of Week:	Saturday	
Description of Event:	<p>Ring in the holiday season by shopping for unique gifts and farm products from local vendors. Shop for locally grown farm products, and arts and fine crafts created by local artisans, all while listening to the music of the season. The Parks and Recreation mobile stage will set up on Morton and will feature holiday inspired musical performances throughout the day.</p> <p>We will have arts and fine crafts vendors inside and outside of City Hall. The Parks and Recreation mobile stage will be placed in Morton St. along the curb on the west side of the street and performances will happen throughout the 10am-3pm timeframe. The farmers market will be taking place with additional local food and arts and crafts outside as well. There will also be roving carolers and costumed characters throughout the market area.</p> <p>Horse drawn carriage rides will be provided for a cost. The carriage will pick up customers at the 8th Street entrance of the Market and travel west to Rogers Street, North to Maker's Way, east to Madison Street, west on 10th Street to Rogers and then back to the market. A map is included.</p>	
List of Street Closures (If applicable)	Morton Street between 8 th Street and 9 th Street where our mobile stage will be parked. Also 8 th Street as it enters the Market area.	
Expected Number of Participants:	7,000	Expected # of vehicles (Use of Parking Spaces to close): 8-10 and City Hall Parking lot

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

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

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

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

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

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

6. CHECKLIST

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

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

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

For City Of Bloomington Use Only

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



CITY OF BLOOMINGTON

NOISE PERMIT

City of Bloomington
401 N. Morton St., Suite 120
Bloomington, Indiana 47404
812-349-3589

Application and Permit Information

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

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

Contact Christina Smith with any questions: (812) 349-3589 or smithc@bloomington.in.gov

Event and Noise Information

Name of Event:	Leslie Brinson		
Location of Event:	Bloomington's City Hall and Showers Plaza		
Date of Event:	11/25/2023	Time of Event:	Start: 10:00 a.m.
Calendar Day of Week:	Saturday		End: 3:00 p.m.
Description of Event:	<p>Ring in the holiday season by shopping for unique gifts and farm products from local vendors. Shop for locally grown farm products, and arts and fine crafts created by local artisans, all while listening to the music of the season. The Parks and Recreation mobile stage will set up on Morton and will feature holiday inspired musical performances throughout the day.</p> <p>We will have arts and fine crafts vendors outside of City Hall. The Parks and Recreation mobile stage will be placed in Morton St. along the curb on the west side of the street and performances will happen throughout the 10am-3pm timeframe. The farmers market will be taking place with additional local food and arts and crafts outside as well. There will also be roving carolers and costumed characters throughout the market area.</p>		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input checked="" type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
	Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:	Leslie Brinson		
Organization:	Bloomington Parks and Recreation	Title:	Community Events Manager
Physical Address:	401 N. Morton St., Bloomington, IN 47402		
Email Address:	brinsonl@bloomington.in.gov	Phone Number:	812.349.3715
Signature:	<i>Leslie Brinson</i>	Date:	10/24/23

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Elizabeth Karon, Vice-President

Date

Jane Kupersmith, Secretary

Dear Business or Property Owner,

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for Bloomington Parks and Recreation's 21st Annual Holiday Market. The Holiday Market is an annual holiday celebration that celebrates the end of season for the Bloomington Community Farmers' Market and the start of the holiday season. The event includes arts and fine crafts vendors in City Hall, farm vendors, local product vendors, holiday games, entertainment and more.

The Board of Public Works meeting to hear this request will be _____. Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton at 5:30 p.m.

The proposal for Bloomington Parks and Recreation's 21st Annual Holiday Market will be on file and may be examined in the Public Works office on _____ prior to the _____.

If you have questions about the Holiday Market, please feel free to reach out to me at 812.349.3725.

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.

Sincerely,



Crystal Ritter
City of Bloomington
Parks and Recreation
ritterc@bloomington.in.gov
(812)349-3725

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

PETITIONER: City of Bloomington Parks and Recreation

DATE:

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	Nicole Wagner	(812) 349-2543
Waste & Recycling Plan	401 N. Morton Street Suite 150	Lauren Travis Economic & Sustainable Development	(812) 349.3837
Bloomington Board of Public Works	401 N. Morton St. Suite 120 Bloomington, IN	April Rosenberger Dept. of Public Works OR Sean Starowitz Community Arts Director	(812) 349-3410 (812) 349-3534
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

2023 Holiday Market– Saturday, November 25th 10:00 a.m. to 3:00 p.m.



8th and Morton
Street intersection

Bloomington

Bloomington

W 8th St

N Morton St

N Morton St

B-Line Trail

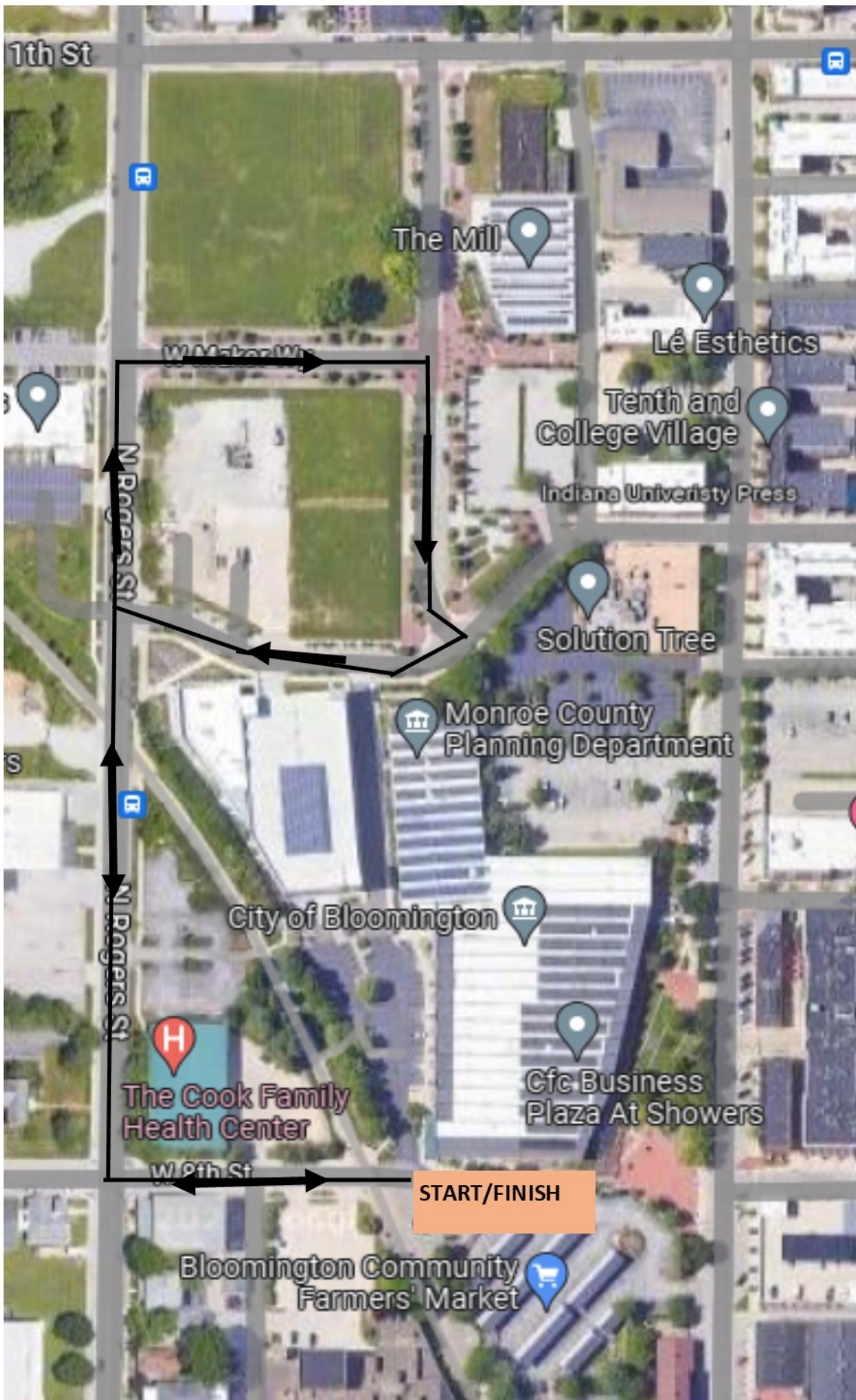
30 x 30
Tent

30 x 40
Tent

30 x 30
Tent

Morton Street at entrance
Showers Parking lot

- Type 3 Barricade with Road Closed Sign age
- Bollards
- Parks Mobile Stage 34'x16'
- 10x10 pop-up tent
- Water filled barricades



**BOARD OF PUBLIC WORKS
RESOLUTION 2023-75**

HOLIDAY MARKET

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

WHEREAS, the City of Bloomington has committed itself to promoting and assisting businesses in Bloomington and to support Bloomington Parks and Recreation Department; and

WHEREAS, Bloomington Parks and Recreation Department is desirous of using City property which includes North Showers Parking Lot, Showers Common, Showers Plaza, North Morton Street between the Entrance of the Showers Parking Lot & West 8th Street, to sponsor the Holiday Market, on which is scheduled for 10:00 a.m. through 3:00 p.m.; and

NOW, THEREFORE, BE IT RESOLVED THAT:

1. North Morton Street will be closed between the Showers Parking Lot Entrance and West 8th Street beginning at 6:00 a.m. until 6:00 p.m. on Saturday, November 25, 2023.
2. Bloomington Parks and Recreation Department shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
3. Bloomington Parks and Recreation Department shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Engineering Department. Parks and Rec shall obtain and place any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers for protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. Bloomington Parks and Recreation Department shall not close the streets until 6:00 a.m. on Saturday, November 25th, 2023 and to remove barricades and signage by 6:00 p.m. on Saturday, November 25th, 2023
4. Bloomington Parks and Recreation Department will be responsible for removing all trash from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any "No Parking" signs posted as part of the event. Cleanup shall be completed by 6:00 p.m. on Saturday, November 25, 2023.
5. By granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the

Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.

6. Bloomington Parks and Recreation Department 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.

7. _____, 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 08th DAY OF NOVEMBER, 2023.

BOARD OF PUBLIC WORKS:

ATTEST:

Kyla Cox Deckard, President

Crystal Ritter
Parks and Recreation Department

Elizabeth Karon, Vice-President

Date

Jane Kupersmith, Secretary



Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Department of Public Works

Staff Representative: Christina Smith

Meeting Date: November 8, 2023

Department of Public Works (DPW) received a request for street lighting from a resident regarding street lighting within the public right of way at the Franklin Rd Business Park. In keeping with our departmental policy to light

Staff requested and received an outdoor lighting service agreement to effectively illuminate the public right-of-way. All of the associated costs with this new lighting system will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

Summary: Franklin Road Business Park

Locations: Intersection of S. Franklin Road and W. Holiday Dr. &
Intersection of S. Fairfield Road and W. Holiday Dr.

Fixtures: 2 New 70W LED Roadway Fixtures with a Grey Finish

Fixture Temp: 3,000 Kelvin (Soft Yellow Illumination Pattern)

Poles: 2 New Aluminum Poles with a Grey Finish

Funding: Local Roads and Streets Fund

Est. Charges: \$106.32 (Monthly); \$1275.84 (Annually)

City of Bloomington Contract and Purchase Justification Form

Vendor: Duke Energy

Contract Amount: \$106.32 MO/ \$1275.84 YR

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

PURCHASE INFORMATION

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

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

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

# of Submittals:	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	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:

Duke Energy is a sole source provider for street light installation within the public right of way. The City leases street lights from Duke Energy and pays for the installation costs, energy, and maintenance costs with Duke providing the maintenance services. The City does not have the labor force or equipment necessary to provide maintenance services for over 3,000 street lights within the public right of way.

Christina Smith

Project Coordinator

DPW

Print/Type Name

Print/Type Title

Department



IN01 LIGHTING SERVICE AGREEMENT

Customer Information:
CITY OF BLOOMINGTON
SMITHC@BLOOMINGTON.IN.GOV
..

Project Information:

Indiana

Account Number:

Work Order Number:
51332176

Duke Energy Representative Contact Info:
Craig Barker

This Lighting Service Agreement is hereby entered into this 24th day of October, 2023, between Duke Energy (hereinafter called the “Company”) and CITY OF BLOOMINGTON (hereinafter referred to as the “Customer”) for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company’s Rate Schedule LED and Service Regulations, or its successor, as the same is on file with the Indiana Public Service Commission (INDIANA UTILITY REGULATORY COMMISSION) and as may be amended and subsequently filed with the INDIANA UTILITY REGULATORY COMMISSION.

To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the INDIANA UTILITY REGULATORY COMMISSION.

The date of *initiation* of service shall be defined as the date the first light(s) is energized or billing is transferred and shall continue hereafter until terminated *by either party upon written notice 22 days prior to termination*. It is further agreed that Duke Energy reserves the right to discontinue service and remove any Duke Energy-owned facilities from the Customers premise if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement.

Customer Signature _____

Date Signed _____

Duke Energy Representative Craig Barker

Date Signed 10/24/2023

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Summary of Estimated Charges				
Minimum Service Term	Initial Monthly Cost	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term
10 Years (120) Months	106.32	0.00	12758.40	106.32

Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment Rental**	Maintenance	Energy	Unit Total	Sub-Total
I	002	Light Bracket Side Mount Mast Arm Aluminum 4 foot long	4.25	0.00	0.00	4.25	8.50
I	002	Light Fixture Roadway LED 70W Gray (RAL7038) Type III 3	3.24	2.05	1.71	7.00	14.00
I	002	Light Pole Direct Buried Aluminum 39 foot long brushed	17.55	0.00	0.00	17.55	35.10
I	001	TOTAL MONTHLY WIRE CHARGE FOR 10 FT 6ALDX UG AND BORE W	0.00	0.00	0.00	0.00	0.00
Rental, Maintenance, F&E Totals:			\$50.08	\$4.10	\$3.42		
Estimated Change to Base Monthly Charge Total							\$57.60

Additional Monthly Charges				
Service Required	Quantity Required	Description	Unit Price	Sub-Total
I	028	TOTAL MONTHLY WIRE CHARGE FOR 10 FT 6ALDX UG AND BORE W : TOTAL MONTHLY WIRE CHARGE FOR 10 FT 6ALDX UG AND BORE WITH CON DEMIN51332176	48.72	48.72
Estimated Change to Additional Monthly Charge Total <i>excludes any applicable taxes, franchise fees or customer charge</i>				\$48.72

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OUTDOOR LIGHTING LED SERVICE AGREEMENT

PROPOSALS ARE VALID FOR 90 DAYS FROM THE DATE POSTED ON THE LIGHTING SERVICE AGREEMENT PAGE AND THE AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE PROPOSAL EXPIRATION DATE.

See Section I for lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts listed.

IN WITNESS WHEREOF, Company and Customer (each individually a “Party” or collectively the “Parties”) hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Outdoor Lighting LED Service Agreement (“Agreement”) is made and entered into by Duke Energy Indiana, LLC an Indiana limited liability corporation (hereafter, “Company”). Company is a subsidiary of Duke Energy Corporation. Neither Duke Energy Corporation nor any of its other subsidiaries and/or affiliated companies are parties to this Agreement.

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system (“System”), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION I. – EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment (“Equipment”) to provide, operate and maintain the System. In Company’s sole discretion, the cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement.
- 1.2 Costs quoted excludes Commission approved tariff riders and sales tax.

A. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE	
Impact Watts = the energy used by the lamp watts plus ballast watts.	
<ul style="list-style-type: none"> • Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours. • Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh). 	<ul style="list-style-type: none"> • Annual kWh divided by twelve (12) months equals monthly kWh. • Monthly kWh times current rate per kWh equals the monthly dollar amount for each item.

LIGHTING LAYOUT DESIGN DISCLAIMER

<p><i>Company will install the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number, and types of lights). Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum foot-candle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company (including Company's parent, subsidiary and affiliate companies and all of their respective employees, officers, directors and agents) from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.</i></p>

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SECTION II. – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

2.1 HOURS OF OPERATION are either the typical dusk-to-dawn photoelectric cell automatically operated System or as prescribed by a schedule agreed upon by the Company and the Customer. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. In Company's sole discretion, there may be assessed a monthly estimated energy usage based on either i) luminaire impact wattage and lamp source equally over twelve months (See Section I - A, above); ii) metered using actual energy usage plus a monthly meter charge; or iii) based upon a calculation related to an agreed upon schedule of usage and the luminaire impact wattage.

SECTION III. – ENERGY USAGE COST CALCULATION - See Section I

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Section I of this Agreement and adding any energy Commission approved tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the Commission and shall be deemed a part of this Agreement.

SECTION IV. – SYSTEM MAINTENANCE

- 4.1 Company provided routine maintenance ("Maintenance") includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common Equipment. Acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Maintenance also covers ordinary wear and tear but only from Customer's proper use of the System. Repairs or replacements requested as a result of Customer caused damage will be performed on a time and material cost basis, in which instance i) an estimate of costs will be provided to the Customer; and ii) Customer agrees to pay for all such costs before the work begins. Company reserves the right, in its sole discretion, to charge Customer for repair costs incurred due to vandalism.
- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. Customer herein acknowledges that different types of lighting Equipment have different life spans and that lighting Equipment suppliers may also discontinue manufacture of certain Equipment. End of useful life for a System will be determined by the Company, in Company's sole discretion.
- 4.4 Company reserves the right to update or modify the monthly Maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one-hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V. – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable Commission approved tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due is summarized on Page 3 of this Agreement and are current at the time the Agreement is executed. A monthly bill will be rendered and due each month in accordance with the applicable Commission approved tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.

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- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this System shall be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI. – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement shall be in accordance with the Option indicated on Page 3 of this Agreement (“Initial Term”). After the Initial Term, this Agreement shall continue in force and effect for successive automatic one-year extensions unless terminated by either Party upon sixty (60) days prior written notice.

SECTION VII. – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions governing the System are set forth in Exhibit "B" and incorporated herein by reference and made a part of this Agreement.
- 7.2 This Agreement constitutes the final written expression between the Parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. Nothing herein shall preclude either Party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the Parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the work is rendered without regard to its conflict of laws provisions.

EXHIBIT ‘B’ - OTHER TERMS AND CONDITIONS

- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement, for any reason whatsoever, shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other work by Company.
- 2 If Customer requests part or all of the System’s removal before the end of the System’s useful life, including by reason of termination of this Agreement, Customer must pay Company’s unrecovered costs of the System, to be determined at the sole discretion Company, plus System removal costs.
- 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4 Service under this rate schedule shall be for a minimum initial term of ten (10) years from the commencement of service and shall continue until terminated by either Party by sixty (60) days prior written notice. Upon early termination of service under this schedule, the Customer shall pay an amount equal to the remaining monthly lease amount for the term of contract, applicable Customer Charges and removal cost of the facilities.
- 5 Company’s installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary; and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 6 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.

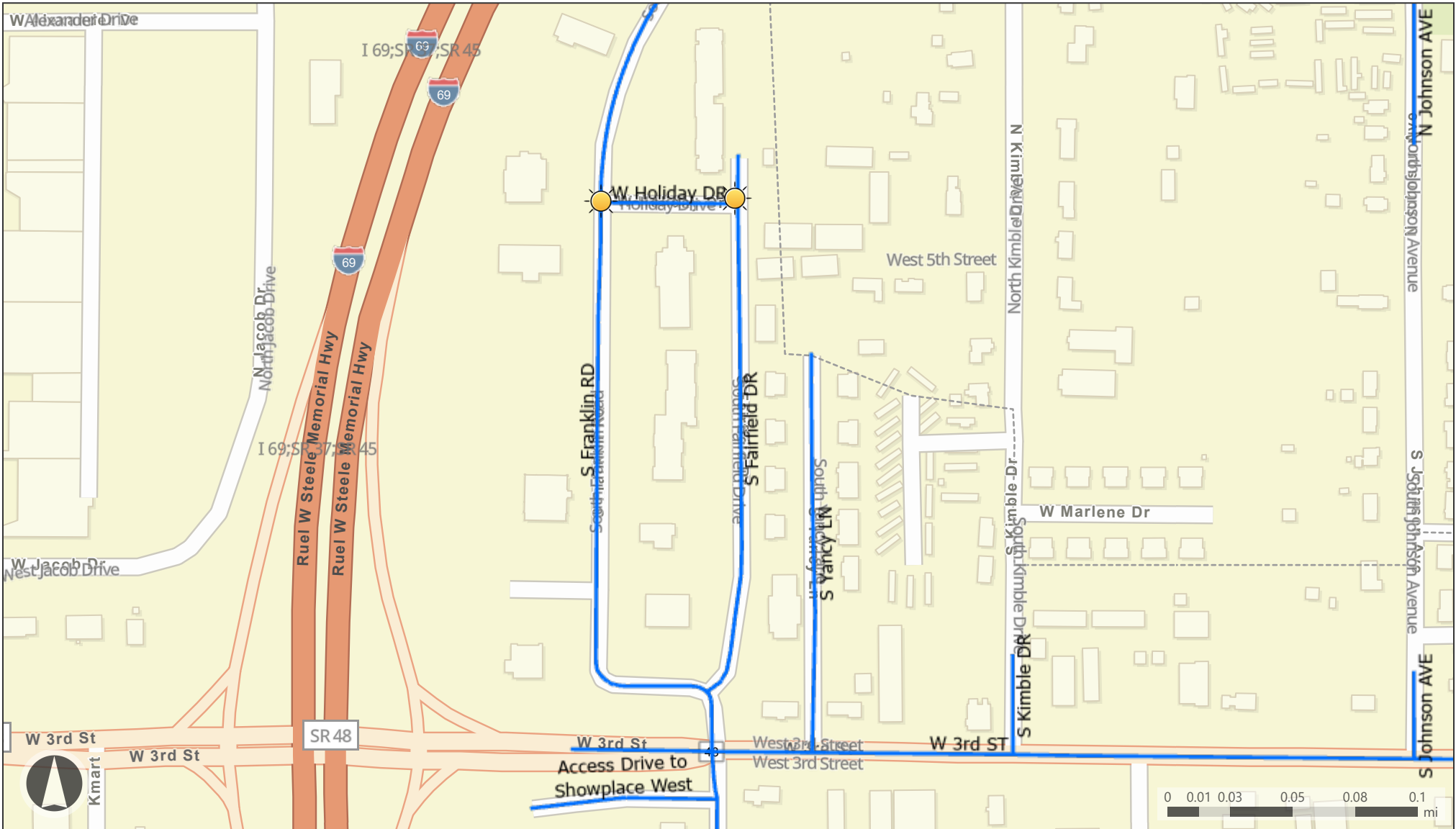
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- 7 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third-party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the Company. Company is not liable for any incidental, punitive, exemplary and/or consequential damages of any kind or nature arising under this Agreement COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 8 If a breach or default occurs, the non-breaching Party shall provide the breaching Party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching Party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching Party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching Party, at its sole discretion, shall provide notice to the breaching Party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, pandemics or epidemics, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 9 Customer desiring a Company-installed System on a public right-of-way or on other property not under Customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining all easements and/or all applicable property rights.
- 10 Company reserves the right to refuse to install Company Equipment on another's property; however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System Equipment.
- 11 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned Equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If, in Company's sole discretion, the structure becomes unsuitable, or unsafe to support Company-owned Equipment, the Company retains the right to remove the Equipment from the structure. If Company Equipment is removed under these conditions, Customer shall pay Company a pro-rated amount for the removed Equipment plus removal costs minus salvage value.
- 12 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount (if any) to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium, light emitting diode). Any such agreed upon changes will be documented either by a new or an amended Agreement. New Equipment added to the System will require a new Agreement.
- 13 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 14 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns
- 15 Each Party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 16 No delay of or omission in the exercise of any right, power or remedy accruing to any Party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 17 Neither Party shall assign this Agreement without the prior written consent of the other Party, which consent, if given shall not relieve the Party of making such assignment from full responsibility for the fulfillment of its

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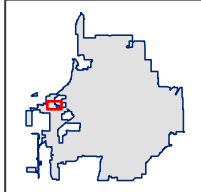


obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.



Map Legend
— City Maintained Streets

● Proposed Light Locations





Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Department of Public Works

Staff Representative: Christina Smith

Meeting Date: November 8, 2023

Department of Public Works (DPW) received a request for street lighting from the Shadow Creek Subdivision's Neighborhood Association. This neighborhood does not have any existing street lights has been on DPW's Residential Lighting Request worksheet since 2022.

Staff requested and received an outdoor lighting service agreement to effectively illuminate the public right-of-way. All of the associated costs with this new lighting system will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

Summary: Shadow Creek Subdivision

Locations: Along S Andrew Cir & S Coleman Ct

Fixtures: 7 New 50W LED Traditional Fixtures with a Black Finish

Fixture Temp: 3,000 Kelvin (Soft Yellow Illumination Pattern)

Poles: 7 New Aluminum Poles with a Black Finish

Funding: Local Roads and Streets Fund

Est. Charges: \$143.00 (Monthly); \$1,716.00 (Annually)

City of Bloomington Contract and Purchase Justification Form

Vendor: Duke Energy

Contract Amount: \$143 MO & \$ 1,716 YR

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 checked="" type="checkbox"/>			

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

Duke Energy is a sole source provider for street light installation within the public right of way. The City leases street lights from Duke Energy and pays for the installation costs, energy, and maintenance costs with Duke providing the maintenance services. The City does not have the labor force or equipment necessary to provide maintenance services for over 3,000 street lights within the public right of way.

 Christina Smith

Print/Type Name

 Project Coordinator

Print/Type Title

 DPW

Department



IN01 LIGHTING SERVICE AGREEMENT

Customer Information:
CITY OF BLOOMINGTON
SMITHC@BLOOMINGTON.IN.GOV
..

Project Information:

Indiana

Account Number:

Work Order Number:
51332066

Duke Energy Representative Contact Info:
Craig Barker

This Lighting Service Agreement is hereby entered into this 24th day of October, 2023, between Duke Energy (hereinafter called the "Company") and CITY OF BLOOMINGTON (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LED and Service Regulations, or its successor, as the same is on file with the Indiana Public Service Commission (INDIANA UTILITY REGULATORY COMMISSION) and as may be amended and subsequently filed with the INDIANA UTILITY REGULATORY COMMISSION.

To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the INDIANA UTILITY REGULATORY COMMISSION.

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Customer Signature _____

Date Signed _____

Duke Energy Representative Craig Barker

Date Signed 10/24/2023



Summary of Estimated Charges				
Minimum Service Term	Initial Monthly Cost	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term
10 Years (120) Months	143.00	0.00	17160.00	143.00

Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment Rental**	Maintenance	Energy	Unit Total	Sub-Total
I	007	Light Fixture Traditional LED 50W Black (RAL9017) Type	5.29	2.05	1.22	8.56	59.92
I	007	Light Pole Style A Direct Buried Aluminum 15 foot long	6.40	0.00	0.00	6.40	44.80
I	001	TOTAL MONTHLY WIRE CHARGE FOR 10 FT 6ALDX UG AND BORE W	0.00	0.00	0.00	0.00	0.00
Rental, Maintenance, F&E Totals:			\$81.83	\$14.35	\$8.54		
Estimated Change to Base Monthly Charge Total							\$104.72

Additional Monthly Charges				
Service Required	Quantity Required	Description	Unit Price	Sub-Total
I	022	TOTAL MONTHLY WIRE CHARGE FOR 10 FT 6ALDX UG AND BORE W : TOTAL MONTHLY WIRE CHARGE FOR 10 FT 6ALDX UG AND BORE WITH CON DEMIN51332066	38.28	38.28
Estimated Change to Additional Monthly Charge Total <i>excludes any applicable taxes, franchise fees or customer charge</i>				\$38.28

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OUTDOOR LIGHTING LED SERVICE AGREEMENT

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WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

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**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE	
Impact Watts = the energy used by the lamp watts plus ballast watts.	
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SECTION VI. – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement shall be in accordance with the Option indicated on Page 3 of this Agreement (“Initial Term”). After the Initial Term, this Agreement shall continue in force and effect for successive automatic one-year extensions unless terminated by either Party upon sixty (60) days prior written notice.

SECTION VII. – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions governing the System are set forth in Exhibit "B" and incorporated herein by reference and made a part of this Agreement.
- 7.2 This Agreement constitutes the final written expression between the Parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. Nothing herein shall preclude either Party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the Parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the work is rendered without regard to its conflict of laws provisions.

EXHIBIT ‘B’ - OTHER TERMS AND CONDITIONS

- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement, for any reason whatsoever, shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other work by Company.
- 2 If Customer requests part or all of the System’s removal before the end of the System’s useful life, including by reason of termination of this Agreement, Customer must pay Company’s unrecovered costs of the System, to be determined at the sole discretion Company, plus System removal costs.
- 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4 Service under this rate schedule shall be for a minimum initial term of ten (10) years from the commencement of service and shall continue until terminated by either Party by sixty (60) days prior written notice. Upon early termination of service under this schedule, the Customer shall pay an amount equal to the remaining monthly lease amount for the term of contract, applicable Customer Charges and removal cost of the facilities.
- 5 Company’s installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary; and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 6 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.

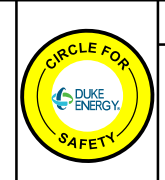
THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

- 7 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third-party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the Company. Company is not liable for any incidental, punitive, exemplary and/or consequential damages of any kind or nature arising under this Agreement COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 8 If a breach or default occurs, the non-breaching Party shall provide the breaching Party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching Party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching Party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching Party, at its sole discretion, shall provide notice to the breaching Party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, pandemics or epidemics, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 9 Customer desiring a Company-installed System on a public right-of-way or on other property not under Customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining all easements and/or all applicable property rights.
- 10 Company reserves the right to refuse to install Company Equipment on another's property; however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System Equipment.
- 11 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned Equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If, in Company's sole discretion, the structure becomes unsuitable, or unsafe to support Company-owned Equipment, the Company retains the right to remove the Equipment from the structure. If Company Equipment is removed under these conditions, Customer shall pay Company a pro-rated amount for the removed Equipment plus removal costs minus salvage value.
- 12 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount (if any) to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium, light emitting diode). Any such agreed upon changes will be documented either by a new or an amended Agreement. New Equipment added to the System will require a new Agreement.
- 13 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 14 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns
- 15 Each Party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 16 No delay of or omission in the exercise of any right, power or remedy accruing to any Party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 17 Neither Party shall assign this Agreement without the prior written consent of the other Party, which consent, if given shall not relieve the Party of making such assignment from full responsibility for the fulfillment of its

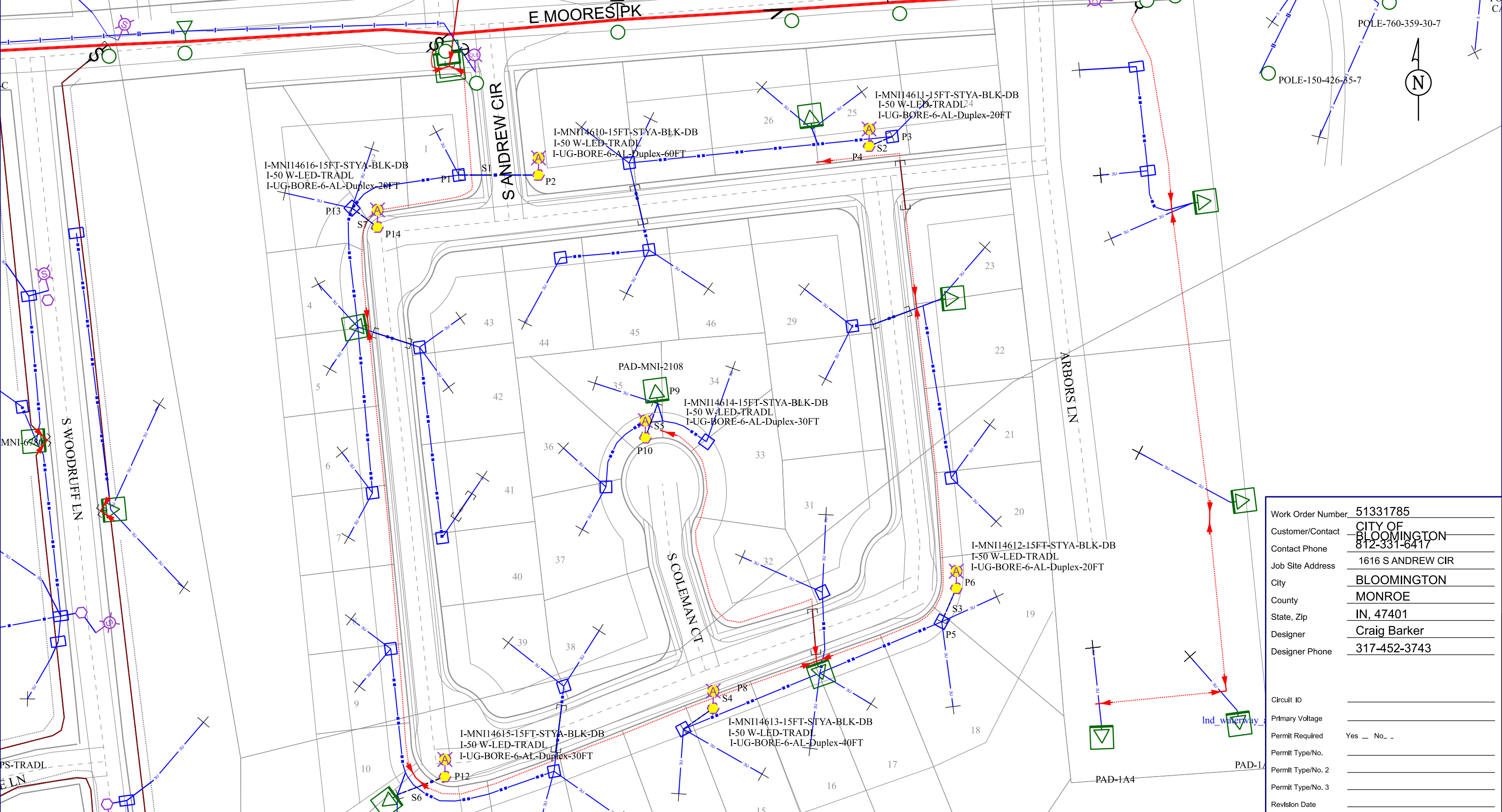
THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.



REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



Work Order Number	51331785
Customer/Contact	CITY OF BLOOMINGTON
Contact Phone	812-331-6417
Job Site Address	1616 S ANDREW CIR
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47401
Designer	Craig Barker
Designer Phone	317-452-3743
Circuit ID	
Primary Voltage	
Permit Required	Yes _ No _
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Revision Date	



Board of Public Works Staff Report

Project/Event: Addendum #2 for Exterior Repairs to the Sanitation Garage

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: 11/8/2023

In the course of the exterior repair project, Ann-Kriss, LLC identified additional repairs that are necessary. The first is upgrading the new gutters on the lower roof from 6 inch gutter to 8 inch gutters. This was deemed necessary to accommodate the flow of water from the upper roof that is diverted down the lower roof and into the gutters. The cost of this change is Four Thousand Five Hundred Ninety Dollars (\$4,590.00). The second additional repair is to seal the bottom of the roof at the eaves to prevent water from infiltrating under the metal roofing, as well as replacing the existing fatteners along the ridge vent that are rusting and beginning to fail. The cost of these additional repairs will be Three Thousand Six Hundred Seventy Eight Dollars and Twenty One Cents (\$3,678.21).

These additional repairs will increase the contract amount with Ann-Kriss, LLC for this project from Sixty Three Thousand Three Hundred Twenty Eight Dollars (\$63328.00) to Seventy One Thousand Five Hundred Ninety Six Dollars and Twenty One Cents (\$71,596.21).

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: Ann-Kriss, LLC

Contract Amount: \$71,596.21

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

PURCHASE INFORMATION

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

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

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

# of Submittals: 3	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:

In the course of the exterior repair project, Ann-Kriss, LLC identified additional repairs that are necessary. The first is upgrading the new gutters on the lower roof from 6 inch gutter to 8 inch gutters. This was deemed necessary to accommodate the flow of water from the upper roof that is diverted down the lower roof and into the gutters. The cost of this change is Four Thousand Five Hundred Ninety Dollars (\$4,590.00). The second additional repair is to seal the bottom of the roof at the eaves to prevent water from infiltrating under the metal roofing, as well as replacing the existing fatteners along the ridge vent that are rusting and beginning to fail. The cost of these additional cost of these repairs will be Three Thousand Six Hundred Seventy Eight Dollars and Twenty One Cents (\$3,678.21). These additional repairs will increase the contract amount with Ann-Kriss, LLC for this project from Sixty Three Thousand Three Hundred Twenty Eight Dollars (\$63,328.00) to Seventy One Thousand Five Hundred Ninety Six Dollars and Twenty One Cents (\$71,596.21).

J. D. Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department

ADDENDUM #1 TO CONTRACT FOR EXTERIOR REPAIRS TO THE SANITATION GARAGE
BETWEEN
CITY OF BLOOMINGTON
AND
ANN-KRISS, LLC

This Addendum #1 increases the NTE amount of compensation allowed under this Contract as follows:

1. In August, 2023, the Board of Public Works approved the contract for Exterior Repairs to the Sanitation Garage with Ann-Kris, LLC. The original contract amount was \$63,328.00.
2. Additional repairs were identified and deemed necessary. These additional repairs include the installation of 8 inch box gutters on the lower roof instead of 6 inch gutters, sealing the area of the roof up to 1 foot above the eaves to prevent water infiltration, and the replacement of fasteners on the entire length of the ridge vent.
3. **Article 3. Compensation** contained the not to exceed amount of compensation that was originally allowed under this contract of \$63,328.00. This Addendum #2 adds \$8,268.21 in compensation, for a revised NTE cost of \$71,596.21 for this contract. The term of this contract shall be extended to 120 days to allow for these additional repairs.
4. In all other respects, the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Addendum #1 to be executed the day and year last written below:

CITY OF BLOOMINGTON

ANN-KRISS, LLC.

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

By: _____

Name and Title

Date: _____

Date: _____

By: _____
Adam Wason, Director
Public Works Department

Date: _____

By: _____
John Hamilton, Mayor

Date: _____



Board of Public Works Staff Report

Project/Event: Addendum #1 for Restorative Roof Coating at Fire Station #2

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 8, 2023

After the contract was executed with Ann-Kriss, LLC for the Restorative Roof Coating Project at Fire Station #2 was signed, it was discovered that additional work will need to be performed that was outside the original scope of work. A representative of the company that manufactures the coating material performed and adherence test on the roof. It was found that a primer will need to be applied before the coating will properly adhere to the metal roof. The cost of material and labor to apply this primer is Six Thousand Eight Hundred Dollars (\$6,800.00). In discussions with the factory representative, we discovered that the coating material is extremely slippery. For the safety of future service personnel working on the roof, or solar array, we need to apply a granular coating to create safe walkways on the finished roof. The cost of the granular coating will be Three Thousand Five Hundred Dollars (\$3,500.00).

These changes will increase the contract amount from One Hundred Thirty Eight Thousand Dollars (\$138,000.00) to One Hundred Forty Eight Thousand Three Hundred Dollars (\$148,300.00).

Respectfully submitted,

A handwritten signature in black ink that reads "J. D. Boruff".

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Ann-Kriss, LLC

Contract Amount: \$148,300.00

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

PURCHASE INFORMATION

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

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

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

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

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

After the contract was executed with Ann-Kriss, LLC for the Restorative Roof Coating Project at Fire Station #2 was signed, it was discovered that additional work will need to be performed that was outside the original scope of work. A representative of the company that manufactures the coating material performed and adhesion test on the roof. It was found that a primer will need to be applied before the coating will properly adhere to the metal roof. The cost of material and labor to apply this primer is Six Thousand Eight Hundred Dollars (\$6,800.00). In discussions with the factory representative, we discovered that the coating material is extremely slippery. For the safety of future service personnel working on the roof, or solar array, we need to apply a granular coating to create safe walkways on the finished roof. The cost of the granular coating will be Three Thousand Five Hundred Dollars (\$3,500.00).

These changes will increase the contract amount from One Hundred Thirty Eight Thousand Dollars (\$138,000.00) to One Hundred Forty Eight Thousand Three Hundred Dollars (\$148,300.00).

J. D. Boruff

Print/Type Name

Facilities Director

Print/Type Title

Public Works

Department

ADDENDUM #1 TO CONTRACT FOR RESTORATIVE ROOF COATING AT FIRE STATION #2
BETWEEN
CITY OF BLOOMINGTON
AND
ANN-KRISS, LLC

This Addendum #1 increases the not-to-exceed (NTE) amount of compensation allowed under this Contract as follows:

1. In October, 2023, the Board of Public Works approved the contract for Restorative Roof Coating at Fire Station #2 with Ann-Kris, LLC. The original contract amount was \$138,000.
2. Additional repairs were identified and deemed necessary. These additional repairs include applying primer before coating the roof and applying a granular coating to create safe walkways on the finished roof.
3. **Article 3. Compensation** contained the NTE amount of compensation that was originally allowed under this contract of \$138,000. This Addendum #1 adds \$10,300 in compensation, for a revised NTE cost of \$148,300 for this contract. The term of this contract shall be extended to 5/27/2024 days to allow for these additional repairs.
4. In all other respects, the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Addendum #1 to be executed the day and year last written below:

CITY OF BLOOMINGTON

ANN-KRISS, LLC.

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

By: _____

Name and Title

Date: _____

Date: _____

By: _____
Adam Wason, Director
Public Works Department

Date: _____

By: _____
John Hamilton, Mayor

Date: _____



Board of Public Works Staff Report

Project/Event: 2024 Service Agreement with Ann-Kriss, LLC for Maintenance and Repair Services

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 8, 2023

This contract is carpentry, drywall, painting, fencing, and masonry repairs at various facilities maintained by Public Works Facilities Division.

Compensation not to exceed \$75,000.00.

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: Ann-Kriss, LLC

Contract Amount: \$75,000

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

PURCHASE INFORMATION

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

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

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

# of Submittals: 0	Yes	No	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"/>	We renew a service agreement with Ann-Kriss every year.		
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

We renew a service agreement with Ann-Kriss every year.

JD Boruff

Facilities Director

Department of Public Works

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
ANN-KRISS, LLC.**

This Agreement, entered into on this 8th day of November, 2023, by and between the City of Bloomington Department of Public Works (the “Department”), and Ann-Kriss, LLC (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: carpentry, drywall, painting, wood and chain link fencing, and masonry. These services will be performed at City facilities (“Services”) for a set price of Forty-Five Dollars (\$45.00) per hour Monday-Friday 8:00 am-5:00 pm for each person. Any work performed outside of those hours, including evenings, weekends, and holidays, will be performed at the rate of Sixty-Seven Dollars and fifty cents (\$67.50) for each person. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department’s Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Seventy-Five Thousand Dollars (\$75,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to public.works@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are

insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department.

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory

requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker’s Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City’s will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

Article 20. Compliance with Laws In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a

City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

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

Department: City of Bloomington Public Works, Attn: J.D. Boruff, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: Ann-Kriss, LLC, 736 S. Morton St., Bloomington Indiana 47403.

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

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

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

Article 25: Renewal This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term

CITY OF BLOOMINGTON

ANN-KRISS, LLC

John Hamilton, Mayor

Dave Padgett, Owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20__.

Ann-Kriss, LLC

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

Commission #: _____



Board of Public Works Staff Report

Project/Event: 2024 Service Agreement with B & L Sheet Metal and Roofing Repair and Sealing Services

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 8, 2023

This contract is for repair and sealing of roofing, windows, doors, walls, and guttering at all City facilities maintained by the Public Works Facilities Division.

Staff recommends awarding the contract to B & L Sheet Metal and Roofing not to exceed \$35,000.00.

Respectfully submitted,

A handwritten signature in black ink that reads "JD Boruff". The signature is written in a cursive, slightly stylized font.

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

City of Bloomington Contract and Purchase Justification Form

Vendor: B&L Sheet Metal

Contract Amount: \$35,000

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

PURCHASE INFORMATION

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

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

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

# of Submittals: 0	Yes	No	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 is a service agreement we renew every year.		
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

We always renew B&L Sheet Metal and Roofing as a vendor every year.

JD Boruff

Director of Facilities Manag

Department of Public Works

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
B & L SHEET METAL AND ROOFING**

This Agreement, entered into on this 8th day of November, 2023, by and between the City of Bloomington Department of Public Works (the “Department”), and B & L Sheet Metal and Roofing (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: Repair of shingled, metal, and membrane roofs. Waterproofing and sealing of doors, windows, and various types of walls. Repair of guttering and downspouts. These services will be performed at City facilities (“Services”) for a set price of Eighty-Five Dollars (\$85.00) per person, per hour Monday-Friday 7:00 am – 5:00 pm. Any work performed outside of those hours, including evenings, weekends, and holidays, will be performed at the rate of One Hundred Ten Dollars (\$110.00) per person, per hour. It is understood that the Contractor will send a minimum of two (2) employees for all roofing service work. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31st, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department’s Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to public.works@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a

minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

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

Article 20. Compliance with Laws In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

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

Department: City of Bloomington Public Works, Attn: J.D. Boruff, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: B & L Sheet Metal and Roofing, 1301 N. Monroe St., Bloomington Indiana 47404.

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

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

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

Article 25: Renewal This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term

CITY OF BLOOMINGTON

Beth Cate, Corporation Counsel

B & L SHEET METAL AND ROOFING

David Lee, Owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

B & L Sheet Metal

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

My Commission #: _____



Board of Public Works Staff Report

Project/Event: Service Contract with Bounds Flooring, Inc. for Maintenance and Repair of Flooring and Carpeting

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 8, 2023

This is a service agreement with Bounds Flooring for maintenance and repair of flooring and carpeting at facilities maintained by Public Works.

Compensation not to exceed \$25,000.00.

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: Bounds Flooring, Inc

Contract Amount: \$25,000

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

PURCHASE INFORMATION

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

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

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

# of Submittals: 0	Yes	No	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"/>	We renew a service agreement with Bounds Flooring every year.		
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

We renew a service agreement with Bounds Flooring every year.

 JD Boruff

 Director of Facilities

 Department of Public Works

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
BOUNDS FLOORING, INC.**

This Agreement, entered into on this 8th day of November, 2023, by and between the City of Bloomington Department of Public Works (the “Department”), and Bounds Flooring, Inc., LLC (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: repair and maintenance of flooring and carpeting. These services will be performed at City facilities (“Services”) for a set price. These rates shall be Sixty-Eight Dollars (\$68.00) per hour Monday through Friday, 7:00 am to 5:00 pm, Seventy-Eight Dollars (\$78.00) per hour Monday through Friday 5:00 pm to 7:00 am, Eighty-Three Dollars (\$83.00) an hour on Saturday, and One-Hundred-Six Dollars (\$106.00) an hour on Sunday for a Lead Man. A Helper shall be billed at the rate of Forty-Two Dollars (\$42.00) per hour Monday through Friday, 7:00 am to 5:00 pm, Forty-Five Dollars (\$45.00) per hour Monday through Friday 5:00 pm to 7:00 am, Forty-Seven Dollars (\$47.00) an hour on Saturday, and Sixty Dollars (\$60.00) an hour on Sunday. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Tuesday, December 31st, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department’s Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to public.works@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a

minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

Article 20. Compliance with Laws In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor

shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

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

Department: City of Bloomington Public Works, Attn: J.D. Boruff, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: Bounds Flooring, Inc., 5005 North State Road 37 Business., Attn: Matt McIntosh, Bloomington Indiana 47404.

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

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

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

Article 25: Renewal This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term

CITY OF BLOOMINGTON

Bounds Flooring, Inc.

John Hamilton, Mayor

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20__.

Bounds Flooring, Inc.

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

Commission #: _____



Board of Public Works Staff Report

Project/Event: 2024 Service Contract with Bruce Home Improvements, Inc. for Maintenance and Repair of Overhead Doors and Associated Equipment

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 8, 2023

This contract is for maintenance and repair of overhead doors, door openers, and remote operators at City facilities maintained by the Public Works Facilities Division.

Compensation not to exceed \$25,000.00.

Respectfully submitted,

A handwritten signature in black ink that reads "J. D. Boruff". The signature is written in a cursive, flowing style.

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Bruce Home Improvement

Contract Amount: 25,000

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 type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

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

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

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

We renew a service agreement with Bruce Home Improvement every year.

 JD Boruff

 Director of Facilities

 Department of Public Works

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
BRUCE HOME IMPROVEMENTS, INC.**

This Agreement, entered into on this 8th day of November, 2023, by and between the City of Bloomington Department of Public Works (the “Department”), and Bruce Home Improvements, Inc. (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: Maintenance and repair of overhead doors, door openers, and remote control equipment for overhead doors. These services will be performed at City facilities (“Services”) for a set price. One person during normal business hours shall be One Hundred Forty Dollars (\$140.00) for the first hour, Seventy-Five Dollars (\$75.00) per hour for the second hour and all subsequent hours. Two people during normal business hours shall be One Hundred Ninety Dollars (\$190.00) per hour for the first hour, One Hundred Twenty-Five Dollars (\$125.00) per hour for the second hour and all subsequent hours. Three people during normal business hours shall be Two Hundred Twenty-Five Dollars (\$225.00) for the first hour, One Hundred Sixty Dollars (\$160.00) per hour for the second hour and all subsequent hours. Normal business hours shall be Monday through Friday 7:00 am to 5:00 pm. One person outside of normal business hours shall be Two Hundred Dollars per hour (\$200.00) for the first hour, One Hundred Twenty-Five Dollars (\$125.00) per hour for the second hour and all subsequent hours. Two people outside of normal business hours shall be Two Hundred Fifty Dollars (\$250.00) per hour for the first hour, One Hundred Seventy-Five Dollars (\$175.00) per hour for the second hour and all subsequent hours. Three people outside of normal business hours shall be Three Hundred Dollars (\$300.00) for the first hour, Two Hundred Twenty-Five Dollars (\$225.00) for the second hour and all subsequent hours. The Department will pay for all parts and materials. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31st, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to public.works@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers’ Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker’s Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City’s will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

Article 20. Compliance with Laws In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

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

Department: City of Bloomington Public Works, Attn: J.D. Boruff, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: Bruce Home Improvements, PO Box 614, Clear Creek, Indiana 47426.

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

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

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

Article 25: Renewal This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term

CITY OF BLOOMINGTON

Bruce Home Improvements, Inc.

John Hamilton, Mayor

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20__.

Bruce Home Improvements, Inc.

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

My Commission #: _____



Board of Public Works Staff Report

Project/Event: 2024 Service Agreement with Cassady Electric, Inc. for Electrical Maintenance and Repair Services

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 8, 2023

This contract is for repair and maintenance of electrical systems at all City facilities maintained by the Public Works Facilities Division through December 31, 2024.

Compensation not to exceed \$55,000.00.

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: Cassady Electric

Contract Amount: \$55,000

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 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: 0	Yes	No	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"/>	We renew a service agreement with Cassady Electric every year.		
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

We renew a service agreement with Cassady Electric every year.

JD Boruff

Director of Facilities

Public Works

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT AND
CASSADY ELECTRICAL CONTRACTORS, INC.**

This Agreement, entered into on this 8th day of November, 2023, by and between the City of Bloomington Department of Public Works (the “Department”), and Cassady Electrical Contractors, Inc. (“Contractor”).

Article 1. Scope of Services Contractor shall perform electrical repair and maintenance services. The Contractor shall furnish all necessary labor and material, on an "on-call" basis, to maintain electrical equipment at various City of Bloomington facilities maintained by the Department of Public Works, Facilities Division. These services will be performed at City facilities for a set price of Ninety- Five Dollars (\$95.00) per hour per person Monday-Friday 7:00am-3:30pm. Any work performed outside of these hours, excluding Sundays and Holidays, will be performed at the rate of One Hundred Forty-Two Dollars and Fifty Cents (\$142.50) per person. Work done at any time on Sundays or Holidays will performed at the rate of One Hundred Ninety Dollars (\$190.00) per hour per person. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Thursday, December 31st, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department’s Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Fifty-Five Thousand Dollars (\$55,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to public.works@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department.

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

Article 20. Compliance with Laws In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor

shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

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

Department: City of Bloomington Public Works, Attn: J.D. Boruff, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. **Contractor:** Cassady Electric, P.O. Box 53, Ellettsville, Indiana 47429. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

Article 25: Renewal This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term

CITY OF BLOOMINGTON

Cassady Electric, Inc.

John Hamilton, Mayor

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20__.

Cassady Electric, Inc.

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

My Commission #: _____



Board of Public Works Staff Report

Project/Event: 2024 Service Agreement with Commercial Service of Bloomington for maintenance and repair of HVAC Equipment and Plumbing Systems

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 8, 2023

This is a service agreement with Commercial Service for maintenance and repair HVAC and Plumbing systems at facilities maintained by Public Works.

Compensation not to exceed \$15,000.00.

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: Commercial Service, Inc

Contract Amount: \$15,000

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

PURCHASE INFORMATION

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

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

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

# of Submittals: 0	Yes	No	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"/>	We renew a service agreement with Commercial Service yearly.		
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:

We renew a service agreement with Commercial Service yearly.

JD Boruff

Facilities Director

Department of Public Works

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
COMMERCIAL SERVICE OF BLOOMINGTON, INC.**

This Agreement, entered into on this 8th day of November, 2023, by and between the City of Bloomington Department of Public Works (the “Department”), and Commercial Service of Bloomington, Inc. (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: maintenance and repair of HVAC and plumbing systems. These services will be performed at City facilities (“Services”) for a set price per hour. The rate for a Technician shall be Ninety-Eight Dollars (\$98.00) per hour for regular time, One-Hundred-Forty-Seven Dollars (\$147.00) per hour for overtime, and One-Hundred-Ninety-Six Dollars (\$196.00) per hour for double time. The rate for a Helper shall be Seventy Dollars (\$70.00) per hour for regular time, One Hundred-Five Dollars (\$105.00) per hour for overtime, and One-Hundred-Forty Dollars (\$140.00) per hour for double time. Regular time shall be Monday through Friday 7:00 am to 5:00 pm and Saturday from 7:00 am to 1:00 pm. Over time shall be Monday through Friday 5:00 pm to 10:00 pm, Saturday 1:00 pm to 10:00 pm, and Sunday 7:00 am to 5:00 pm. Double time shall be Monday through Friday 10:00 pm to 7:00 am, Saturday 10:00 pm to 7:00 am, and Sunday 5:00 pm to 7:00 am. Any hours on a holiday recognized by the City shall be billed at double time. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Tuesday, December 31st, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department’s Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to public.works@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being

performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

Article 20. Compliance with Laws In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor

shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

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

Department: City of Bloomington Public Works, Attn: J.D. Boruff, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: Commercial Service of Bloomington, Inc., Attn: Danny Middleton, 4710 W. Vernal Pike, Bloomington Indiana 47404.

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

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

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

Article 25: Renewal This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term

CITY OF BLOOMINGTON

Commercial Service of Bloomington, Inc.

John Hamilton, Mayor

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20__.

Commercial Service of Bloomington, Inc.

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

My Commission #: _____



Board of Public Works Staff Report

Project/Event: 2023 Service Agreement with Economy Termite & Pest Control, Inc. for Pest Control Services

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 22, 2022

This contract is for pest control services at City facilities maintained by the Public Works Facilities Division.

Compensation not to exceed \$12,000.00.

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: Economy Termite & Pest Control

Contract Amount: \$12,000.00

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: 0	Yes	No	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"/>	We renew a service agreement with Economy Termite & Pest Control every year.		
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

We renew a service agreement with Economy Termite & Pest Control every year.

JD Boruff

Facilities Director

Department of Public Works

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
ECONOMY TERMITE AND PEST CONTROL, INC.**

This Agreement, entered into on this 08nd day of November, 2023, by and between the City of Bloomington Department of Public Works (the “Department”), and Economy Termite and Pest Control, Inc. (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: Treatments for current pest infestations and preventative treatments to prevent pest infestations, removal of pests from facilities, inspections of facilities. These services will be performed at City facilities (“Services”) for a set price of One Hundred Dollars (\$100.00) per hour, at any time or any day, including holidays. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Sunday, December 31st, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department’s Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Twelve Thousand Dollars (\$12,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to public.works@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall

be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

Article 20. Compliance with Laws In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not

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

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

Department: City of Bloomington Public Works, Attn: J.D. Boruff, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: Economy Termite & Pest Control, Inc., 2625 W. Bolin Ln., Bloomington Indiana 47403.

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

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

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

Article 25: Renewal This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term

CITY OF BLOOMINGTON

ECONOMY TERMITE & PEST CONTROL, INC

John Hamilton, Mayor

Mike Sterrett, Owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT A
E-VERIFY AFFIDAVIT

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 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__.

 Notary Public's Signature My Commission Expires: _____

 Printed Name of Notary Public County of Residence: _____

 Commission No.

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20__.

Economy Termite & Pest Control, Inc.

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

Commission No.



Board of Public Works Staff Report

Project/Event: 2024 Service Agreement with Everywhere Signs, LLC for Repair and Maintenance of Signs, and Door and Window Lettering

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 08, 2023

This service agreement is for the repair and maintenance of interior and exterior signs, as well as lettering and decals on doors and windows at all City facilities maintained by the Public Works Facilities Division.

Compensation not to exceed \$5,000.00

Respectfully submitted,

A handwritten signature in black ink that reads "J. D. Boruff". The signature is written in a cursive, flowing style.

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Everywhere Signs, LLC

Contract Amount: \$5,000

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

PURCHASE INFORMATION

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

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

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

# of Submittals: 0		Yes	No	
Met city requirements?	<input type="checkbox"/>	<input type="checkbox"/>		Was the lowest cost selected? (If no, please state below why it was not.) <input type="checkbox"/> <input checked="" type="checkbox"/>
Met item or need requirements?	<input type="checkbox"/>	<input type="checkbox"/>		We renew a service agreement with Everywhere Signs every year.
Was an evaluation team used?	<input type="checkbox"/>	<input type="checkbox"/>		
Was scoring grid used?	<input type="checkbox"/>	<input type="checkbox"/>		
Were vendor presentations requested?	<input type="checkbox"/>	<input type="checkbox"/>		

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

We renew a service agreement with Everywhere Signs every year.

 JD Boruff

 Facilities Director

 Public Works

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
EVERYWHERE SIGNS, LLC**

This Agreement, entered into on this 08nd day of November, 2023, by and between the City of Bloomington Department of Public Works (the “Department”), and Everywhere Signs, LLC (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: Repair and maintenance of exterior and interior signs, and lettering and decals for doors and windows. These services will be performed at City facilities (“Services”) for a set price of Eighty Dollars (\$80.00) per hour Monday-Friday 8:00 am - 5:00 pm for one person. If the use of a bucket truck is required, it will be billed at the rate of One Hundred-Twenty Dollars (\$120.00) per hour with one employee and One Hundred Sixty-Five Dollars (\$165.00) per hour with two employees. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31st, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department’s Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Five Thousand Dollars (\$5,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to public.works@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a

minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

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

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

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

Department: City of Bloomington Public Works, Attn: J.D. Boruff, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: Everywhere Signs, LLC, 2630 N. Walnut St., Bloomington Indiana 47404.

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

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

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

Article 25: Renewal This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term

CITY OF BLOOMINGTON

Everywhere Signs, LLC

John Hamilton, Mayor

Karen Elgar, Co-owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20__.

Everywhere Signs, LLC

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

Commission No.



Board of Public Works

Staff Report

Project/Event: Renewal #3 ReCollect Digital Recycling Education Software

Petitioner/Representative: Public Works Department

Staff Representative: Michael Large, Operations Manager

Meeting Date: November 8, 2023

The ReCollect software system provides digital recycling education and outreach to the public through enhanced website tools and features for the municipal sanitation industry. The ReCollect software continues to provide the public with convenient recycling educational information and content, as well as making several regular sanitation services more easily accessible.

Staff has been extremely satisfied with the capabilities of the system that consists of three modules listed below:

- **Collection Calendar:** Residents can access the calendar from a website tool and easily find their collection schedule. They can also subscribe to receive collection day reminders and notifications via e-mail, text message, or an automated phone call. With over 10,000 first time users in the three years of service this module is vital in sending notice to the public during weather related service delays
- **Special Collection:** A tool that allows residents to self-schedule on-line for additional services (i.e. bulky items, appliances, or extra weekly pick-ups). Feature has drastically reduced phone calls and efficiency with large item pickup. This feature is key in scheduling the removal of large items during student turnover in the fall and spring.
- **Waste Wizard:** Provides real-time, searchable information, on how people should dispose of any waste material (essentially, what's trash and what's recyclable). With more than 3,970 first time users and 14,000 individual searches, this system continues to be a vital educational tool for the ever changing recycling market.

Scan QR to access the site with your smartphone.



Staff recommends the renewal of the ReCollect software system at a cost of \$13,760.40.

Recommend **Approval** **Denial** **by: Michael Large**

Board of Public Works Staff Report

City of Bloomington Contract and Purchase Justification Form

Vendor: ReCollect Systems INC.

Contract Amount: \$13,760.40

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

PURCHASE INFORMATION

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

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

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

# of Submittals:	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	<input type="checkbox"/>	<input type="checkbox"/>
Met city requirements?	<input type="checkbox"/>	<input type="checkbox"/>	This renewal #3 of the Service Contract.		
Met item or need requirements?	<input type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input type="checkbox"/>			

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

This vendor provides a specific service through software and data collections that has allowed us to specifically target areas of contamination with the recycling collection stream. Through this identification we are able to provide education and explanation for our services to the general public. Since we have purchased this software we have brought more than 10,000 individual residents on as subscribers for the reminder and special collection services provided through this vendor's proprietary software.

Renewals occur automatically unless a party informs the other in writing at least 30 days before end of the term. Fees for initial contract totaled \$11,508.15. Fees for the first renewal totaled \$11,699.00. Fees for the second renewal term totaled \$12,741.12. Fees for the third renewal term will be \$13,760.40

 Michael Large

 Operations Manager

 Public Works

Print/Type Name

Print/Type Title

Department

**RENEWAL # 3 BETWEEN THE
CITY OF BLOOMINGTON
And
RECOLLECT SYSTEMS INC.**

The 2nd renewal term of this Agreement began on December 1, 2022, and shall end on November 30, 2023. This Renewal #3 extends this Agreement as follows:

1. **Section 4.2 Term.** This Subscription Services Agreement shall automatically renew for additional one (1) year terms, unless a party provides written notice of intent to terminate to the other party at least 30 days before the Termination Date of the current Term. The renewal term shall begin on December 1, 2022 and shall end on November 30, 2023.

2. **Section 5.3 Inflation.** The fees will increase on each one year anniversary of the Effective Date by the rate of CPI inflation as defined by the US Bureau of Labor Statistics. Fees during the Initial Term of this Agreement totaled \$11,508.15. Fees for the first Renewal Term shall be \$11,699.00. Fees for the second Renewal Term shall be \$12,741.12. Fees for the third Renewal Term shall be \$ 13, 760.40

3. **Section 10. Indemnification** shall be amended for both ReCollect and the City of Bloomington to delete the word “defend” from the first line of both **10.1 ReCollect Indemnification** and **10.2 Customer Indemnification**, such that each party is still required to “indemnify and hold harmless” the other.

4. In all other respects, the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Renewal #3 to be executed the day and year last written below:

CITY OF BLOOMINGTON

RECOLLECT SYSTEMS INC.

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

By: _____

Name and Title

Date: _____

Date: _____

By: _____
Adam Wason, Director
Public Works Department

Date: _____

By: _____
Beth Cate, Corporation Counsel

Date: _____



Routeware Companies

REMITTANCE (EFT PREFERRED): accountsreceivable@routeware.com | PO Box 676074, Dallas, TX 75267-6074

We'd like to introduce our new Customer Portal, where you can download invoices and make payments!
It can be found here: [Register / Pay Now](#)

FOR USD CUSTOMERS:

Bank: PNC Bank, N.A.
Bank Address: 2 Tower Center Blvd, East Brunswick, NJ 08816
Acct Title: Routeware, Inc.
Account #: 8026456977
Routing #: 031207607

FOR CAD CUSTOMERS:

Bank: PNC Canada Branch
Bank Address: 130 King West Suite 2140, Toronto ON M5X 1E4
Account Title: Routeware Canada, Inc.
Account #: 7900015824
Bank & Transit #: 365, 00790
GST/HST no. 81978 8480 RT0001

Invoice

Invoice #: INV-024552
Invoice Date: 10/17/2023

BILL TO

City of Bloomington IN
Sourcewell 1441 #041521-RCS
3406 S. Walnut Street
Bloomington, Indiana 47403

SHIP TO

City of Bloomington IN
3406 S. Walnut Street
3406 S. Walnut Street
Bloomington, Indiana 47403

CUSTOMER PO	CUSTOMER NO.	TRACKING NUMBER	SHIP VIA	TERMS	DUE DATE
RC 2024 Annual Support	C000646			Net 45	11/30/2023

DESCRIPTION	QTY	U/M	UNIT COST	AMOUNT
ReCollect Collection Calendar: 12/01/2023 - 11/30/2024 (\$318.78 per month)	1	Each	\$3,825.36	\$3,825.36
ReCollect Special Collection: 12/01/2023 - 11/30/2024 (\$660.56 per month)	1	Each	\$7,926.72	\$7,926.72
ReCollect Waste Wizard: 12/01/2023 - 11/30/2024 (\$167.36 per month)	1	Each	\$2,008.32	\$2,008.32
ReCollect Essential Success Package: 12/01/2023 - 11/30/2024 Included	1	Each	\$0.00	\$0.00
ReCollect Website Tool: 12/01/2023 - 11/30/2024 Included	1	Each	\$0.00	\$0.00
			Subtotal	\$13,760.40
			SHIPPING	\$0.00
			SHIPPING (RMA)	\$0.00
			TAX	\$0.00
			VAT	\$0.00
			VAT-nr	\$0.00
			Total	\$13,760.40
			PAYMENTS APPLIED	\$0.00
			REMAINING DUE	\$13,760.40 USD

PLEASE NOTE: To the extent you do not have a currently effective written contract for services with a Routeware company, by paying this invoice, you agree that the terms and conditions found at <https://routeware.com/Clients/> will apply to and govern the services provided to you by Routeware, and therefore, will affect your legal rights and obligations. However, if you have a currently effective written contract for services with a Routeware company, the terms and conditions of your written contract will continue to apply as provided in such contract. As determined appropriate by Routeware, payments that do not reference a specific invoice will be applied to the oldest outstanding invoice.

Current	1 – 30 days	31 – 60 days	61 – 90 days	91 days	Total
19,959.56 CAD	0.00 CAD	3,870.60 CAD	0.00 CAD	0.00 CAD	23,830.16 CAD

Customers with a balance 30+ days past due are subject to support hold. Overdue amounts are subject to late payment charge of 1.5% per month.

All returns are subject to a 15% restocking charge. Fees may be occasionally increased to align with inflation and cost increases.

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/3/2023	Payroll				523,579.55
					<u>523,579.55</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 \$ 523,579.55

Dated this 8th day of November year of 2023.

Kyla Cox Deckard, President Elizabeth Karon, Vice President Jane Kupersmith, 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: Road and Sidewalk Closure of W 2nd St for Water Installation

Staff Representative: Alex Gray

Petitioner/Representative: Milestone / Hopewell Phase 1 East

Date: November 8th, 2023

Report: Milestone is requesting a full road closure of W 2nd St at the intersection of S Madison St to complete a water installation for the Hopewell Phase 1 East project. Connecting sidewalks will also need to be closed due to the excavation work. The water installation spans both lanes of W 2nd St and will be an extensive excavation as the water system will need to be several feet deep. The project is expected to take 5 days and is planned from 11/27/2023 and 12/1/2023.



CITY OF BLOOMINGTON
RIGHT-OF-WAY USE PERMIT APPLICATION

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

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

[X] ROW EXCAVATION [] ROW USE

ADDRESS OF ROW ACTIVITY: 322 W SECOND STREET

A. APPLICANT/AGENT INFORMATION:
APPLICANT NAME: THOMAS GOTT
E-MAIL: THOMAS.GOTT@MILESTONELP.COM
COMPANY: MILESTONE CONTRACTORS
ADDRESS: 4755 W ARLINGTON RD
CITY, STATE, ZIP: BLOOMINGTON, IN, 47404
24-HR EMERGENCY CONTACT NAME: THOMAS GOTT
24-HR CONTACT PHONE #: 812-318-5546
INSURANCE #: COMPANY:
BOND#: COMPANY:
*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED

D. TRAFFIC CONTROL DEVICES*:
[X] CONES [] ARROWBOARD
[X] LIGHTED BARRELS [X] TYPE 3 BARRICADES
[] FLAGGERS [] BPD OFFICER
*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED

SUBCONTRACTOR INFORMATION
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)
COMPANY NAME:

E. METERED PARKING SPACES NEEDED: [] Y [X] N
IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436

B. WORK DESCRIPTION:
[] POD/DUMPSTER [] CRANE [] SCAFFOLDING [] CONSTRUCTION USE*
(EXPLAIN):
*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND

F. IS THIS A [X] CBU* [] COUNTY* [] IU* [] NP* PROJECT?
PROJECT NAME: HOPEWELL PHASE 1 EAST
PROJECT #:
PROJECT MGR.: THOMAS GOTT
PROJECT MGR. #: 812-318-5546
*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY
*IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY

C. RIGHT OF WAY TO BE USED/CLOSED:
STREET NAME 1: SECOND STREET
1ST INTERSECTING STREET NAME: MADISON STREET
2ND INTERSECTING STREET NAME: ROGERS STREET
[X] ROAD CLOSURE [] LANE CLOSURE 1 [] 2 [] 3 []
[X] SIDEWALK* [] BIKE LANE [] OTHER
TRANSIT STOP? [] Y [] N PARKING LANE(S)** [] Y [] N **NON-METERED
START DATE: 11-27 END DATE: 12-1 # OF DAYS*: 5

G. EXCAVATIONS:
SQ FT OF PAVEMENT* EXCAVATIONS: 400 SQ FT
*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS
SQ FT OF NON-PAVEMENT* EXCAVATIONS: 0
*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE
LINEAL FT OF BORE*:
*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS
OF POLE INSTALLATIONS/REMOVAL:
SQ FT OF SIDEWALK RECONSTRUCTION*:
*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED
SQ FT OF SIDEWALK NEW CONSTRUCTION*:
*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE
#RESIDENTIAL DRIVEWAY INSTALLATION:

STREET NAME 2:
1ST INTERSECTING STREET NAME:
2ND INTERSECTING STREET NAME:
[] ROAD CLOSURE [] LANE CLOSURE 1 [] 2 [] 3 []
[] SIDEWALK* [] BIKE LANE [] OTHER
TRANSIT STOP? [] Y [] N PARKING LANE(S)** [] Y [] N **NON-METERED
START DATE: END DATE: # OF DAYS*:
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW

Indiana 811 logo
TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK
CALL 811 OR 800-382-5544
CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.

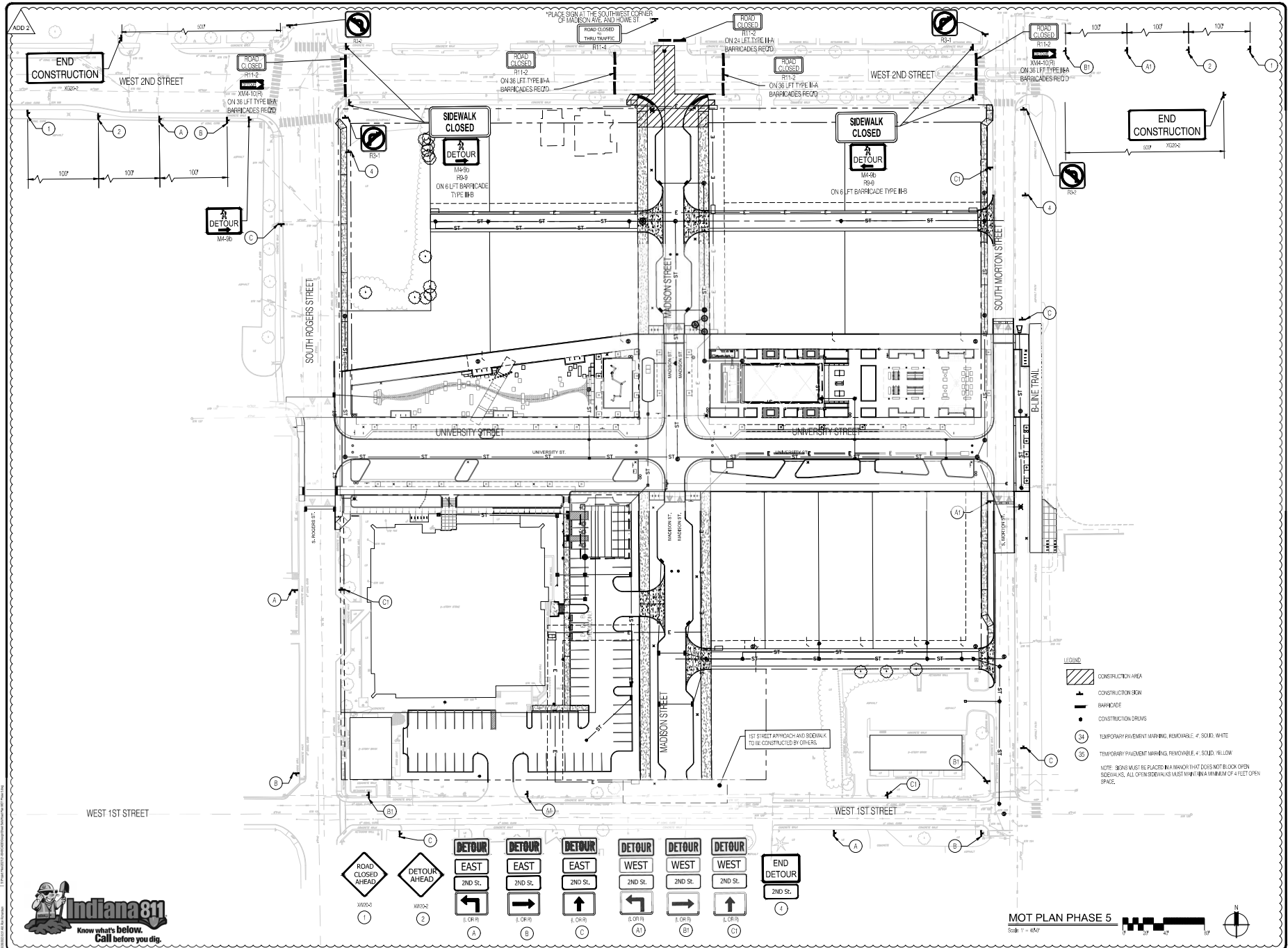
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM
STANDARD CLOSURE HOURS [] *NON-STANDARD CLOSURE HOURS [X]
REQUESTED CLOSURE HOURS: AM - PM
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)

H. INDEMNIFICATION AGREEMENT:
The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.
I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.
PRINT NAME: THOMAS GOTT
SIGNATURE: THOMAS GOTT
DATE: 10/19/2023

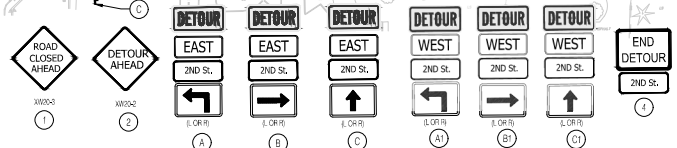
For Administration Use Only (applicable to CLOSURE approval)

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

Staff Representative: Phone#: Date:



- LEGEND**
- CONSTRUCTION AREA
 - CONSTRUCTION SIGN
 - BARRICADE
 - CONSTRUCTION DRUMS
 - TEMPORARY PAVEMENT MARKING, REMOVABLE, 4" SOUND, WHITE
 - TEMPORARY PAVEMENT MARKING, REMOVABLE, 4" SOUND, YELLOW
- NOTE: SIGNS MUST BE PLACED IN A MANNER THAT DOES NOT BLOCK OPEN SIDEWALKS. ALL OPEN SIDEWALKS MUST MAINTAIN A MINIMUM OF 4 FEET OPEN SPACE.



MOT PLAN PHASE 5
 Scale: 1" = 40'

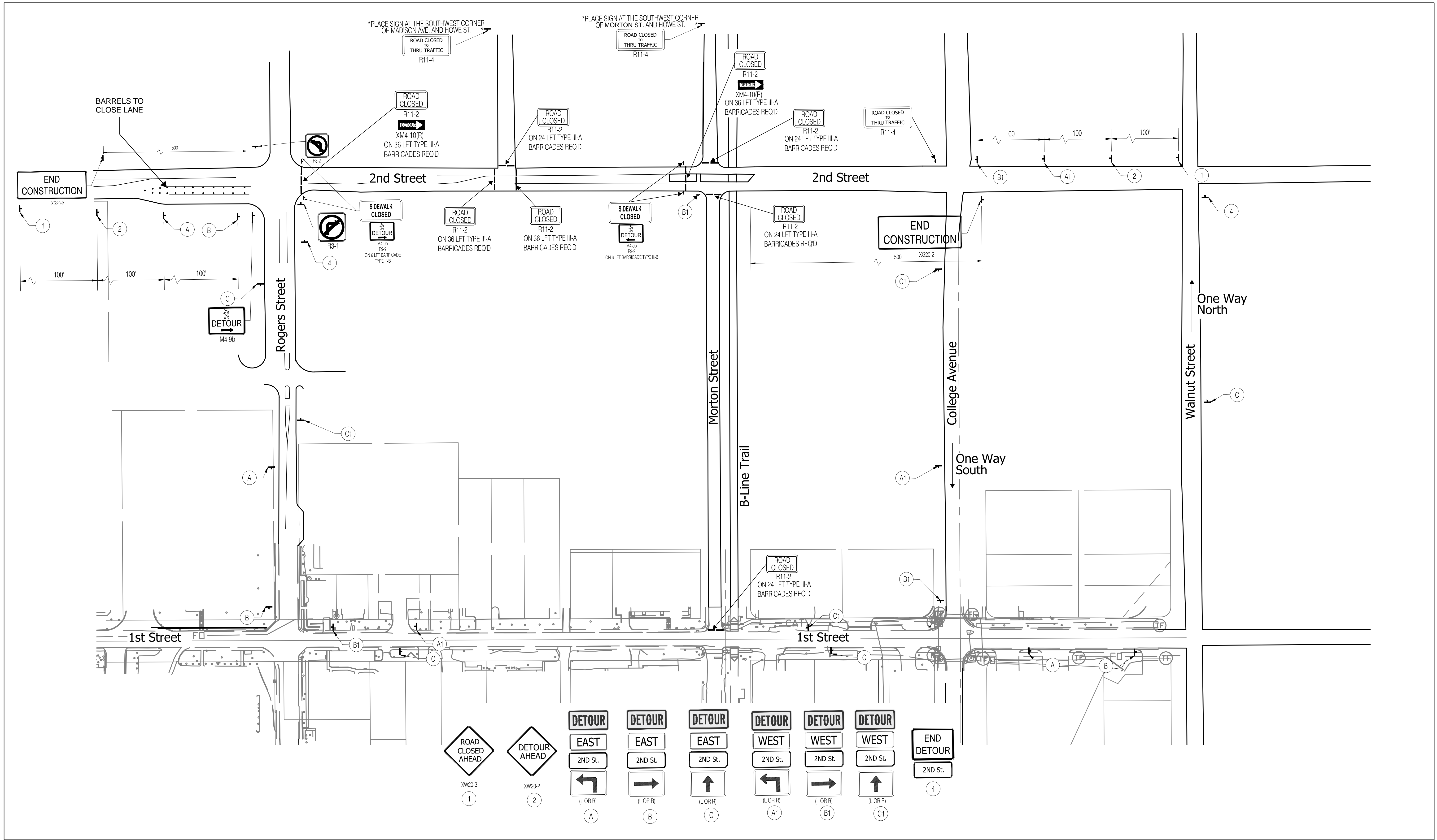
NO.	DATE	DESCRIPTION
1	10/18/23	ADDENDUM 2



HOPEWELL INFRASTRUCTURE & SITE ENGINEERING
PHASE 1 EAST - RE-BID
 CITY OF BLOOMINGTON
 BLOOMINGTON, INDIANA 47403

DATE: 03/15/2023	PROJECT NO.: 21-0049
DRAWN BY: RCP	CHECKED BY: MDW
RE-BID	
MOT AND DETOUR PLAN PHASE 5	
T105	





RECOMMENDED FOR APPROVAL _____	DATE _____
DESIGNED: _____	DRAWN: _____
CHECKED: _____	CHECKED: _____

HORIZONTAL SCALE N.T.S.	BRIDGE FILE N/A
VERTICAL SCALE N/A	DESIGNATION
SURVEY BOOK N/A	SHEETS of
CONTRACT	PROJECT



Board of Public Works Staff Report

Project/Event:	Lane and Sidewalk Closures near W 3 rd St and W Belle Ave
Staff Representative:	Alex Gray
Petitioner/Representative:	Duke Energy
Date:	November 8 th , 2023

Report: Duke Energy is requesting a lane and sidewalk closure for City ROW near W 3rd St and W Belle Ave. The neighborhood will have pole removals, replacements, and installations as part of Duke Energy's Whitehall Pike reliability improvements. There are about 12 poles that will be worked on during the duration of their work and the work is planned between December 1st, 2023 and April 30th, 2024 or 152 days.



1000 E Main St
Plainfield, IN 46168
c: 812-605-2361

Michael.McKinney@Duke.Energy.com

October 30, 2023

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

Subject: Duke Energy WO# 38870421 System Planning 23-24; 06011263A: CIR WHITEHALL PIKE 1263 SOG Main Line T2SOG-6011263

Dear Board Members:

Duke Energy is planning to perform reliability improvement work on the Bloomington Whitehall Pike1263 circuit. We will be working on approximately 12 poles and replacing overhead conductors within the City of Bloomington Right-of-Way as shown on our prints as well as other poles and equipment outside of the Right-of-Way. We will also be installing padmounted equipment in easements outside of the Right-of-Way. There will be a bore crossing required at W Belle Avenue and S Park Square Drive as show on sheet 4, and another crossing at Gifford Road and S Park Square Drive as shown on sheet 8. The duration of the work at each location will vary. At many locations it will require temporary road lane restrictions/closers and blocking of sidewalks or walking trails during the duration of the work at that location. Duke Energy will utilize traffic control crews and/or local authorities to block off safe working zones while at each location. The performance period for our crew to visit all locations is currently scheduled between December 1st of 2023 thru April 30th 2024, upon your approval.

Duke Energy and our field crew will coordinate with the City of Bloomington, local authorities and residential/commercial customer as required during this work to limit any inconveniences experienced. Duke Energy asks that the Bloomington Board of Public Works approves these temporary restrictions as needed to complete this work.

Sincerely,

Corey Brackney
Engineering Design Associate



CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

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

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

ROW EXCAVATION ROW USE

ADDRESS OF ROW ACTIVITY: W Belle Avenue Bloomington, IN 47403

A. APPLICANT/AGENT INFORMATION:		D. TRAFFIC CONTROL DEVICES*:	
APPLICANT NAME: <u>Corey Brackney</u>		<input checked="" type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD	
E-MAIL: <u>corey.brackney@duke-energy.com</u>		<input type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES	
COMPANY: <u>Duke Energy</u>		<input checked="" type="checkbox"/> FLAGGERS <input checked="" type="checkbox"/> BPD OFFICER	
ADDRESS: <u>1000 E Main Street</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>Plainfield, IN 46168</u>			
24-HR EMERGENCY CONTACT NAME: <u>Corey Brackney</u>		E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input type="checkbox"/> N	
24-HR CONTACT PHONE #: <u>317-753-0081</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>105534117</u> <u>Travelers Casualty and Surety Company</u>		F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?	
BOND #*: <u>105534117</u> <u>Travelers Casualty and Surety Company</u>		PROJECT NAME: <u>System Planning</u>	
*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED		PROJECT #: <u>38870421</u>	
SUBCONTRACTOR INFORMATION		PROJECT MGR.: <u>Mike McKinney</u>	
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)		PROJECT MGR. #:	
COMPANY NAME:		*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY	
B. WORK DESCRIPTION:		*IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY	
<input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE*		G. EXCAVATIONS:	
(EXPLAIN): <u>Removing 4 poles, Replacing 5 poles, Installing 2 poles, Installing 2 Pits Replacing Framing on 1 pole</u>		SQ FT OF PAVEMENT* EXCAVATIONS: _____	
*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND		*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS	
C. RIGHT OF WAY TO BE USED/CLOSED:		SQ FT OF NON-PAVEMENT* EXCAVATIONS: _____	
STREET NAME 1: <u>W Belle Avenue</u>		*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE	
1ST INTERSECTING STREET NAME: <u>W Sunset Avenue</u>		LINEAL FT OF BORE*: _____	
2ND INTERSECTING STREET NAME: _____		*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS	
<input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>		# OF POLE INSTALLATIONS/REMOVAL: _____	
<input checked="" type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		SQ FT OF SIDEWALK RECONSTRUCTION*: _____	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED	
START DATE: <u>12-1-23</u> END DATE: <u>4-30-24</u> # OF DAYS*: <u>152</u>		SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____	
STREET NAME 2: _____		*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE	
1ST INTERSECTING STREET NAME: _____		#RESIDENTIAL DRIVEWAY INSTALLATION: _____	
2ND INTERSECTING STREET NAME: _____		 <p>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.</p>	
<input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>			
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		H. INDEMNIFICATION AGREEMENT:	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.	
START DATE: _____ END DATE: _____ # OF DAYS*: _____		I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.	
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW		PRINT NAME: <u>Corey Brackney</u>	
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM		SIGNATURE: 	
STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input checked="" type="checkbox"/>		DATE: <u>10-20-2023</u>	
REQUESTED CLOSURE HOURS: <u>8:00</u> AM - <u>3:00</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			
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: _____



USP: BLOOMINGTON WHITEHALL PIKE (601) CIRCUIT 1263 (12.47/7.2KV)
 1) BLOOMINGTON WHITEHALL PIKE (601) SUBSTATION AT
 135 N GATES DR, BLOOMINGTON, IN 47404



Safety Reminders / Adverse Conditions

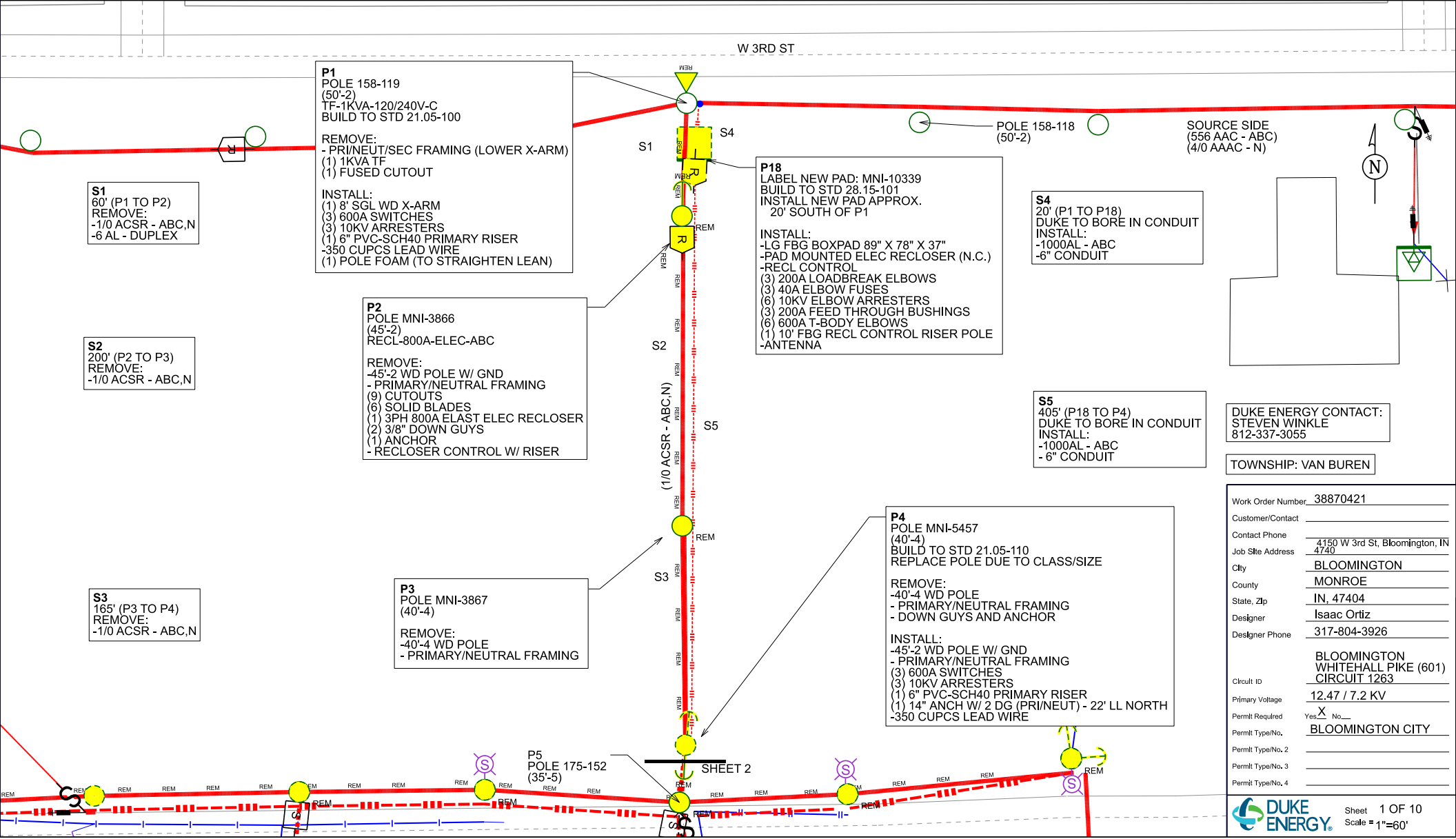
TRAFFIC FLAGGING REQUIRED



Work Zone General Comments:

NOTE: OVERHEAD FACILITIES TO BE REMOVED FROM P1 TO P4. UNDERGROUND FACILITIES INCLUDING A PADMOUNT RECLOSER TO BE INSTALLED FROM P1 TO P4

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



DUKE ENERGY CONTACT:
 STEVEN WINKLE
 812-337-3055

TOWNSHIP: VAN BUREN

Work Order Number	38870421
Customer/Contact	
Contact Phone	4150 W 3rd St, Bloomington, IN 4740
Job Site Address	4740
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47404
Designer	Isaac Ortiz
Designer Phone	317-804-3926
Circuit ID	BLOOMINGTON WHITEHALL PIKE (601) CIRCUIT 1263
Primary Voltage	12.47 / 7.2 KV
Permit Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Permit Type/No.	BLOOMINGTON CITY
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



USP: BLOOMINGTON WHITEHALL PIKE (601) CIRCUIT 1263 (12.47/7.2KV)
 1) RECLOSER ON POLE MNI-3866 AT 4150 W 3RD ST, BLOOMINGTON, IN 47404
 2) BLOOMINGTON WHITEHALL PIKE (601) SUBSTATION AT 135 N GATES DR, BLOOMINGTON, IN 47404



Safety Reminders / Adverse Conditions
 TRAFFIC FLAGGING REQUIRED

Work Zone General Comments:



REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

P11
 POLE 177-569 (35'-5)
 REPLACE POLE DUE TO HEIGHT
 BUILD TO STD 03.11-103 & 03.11-140
 SOUTH SPAN TO BE SLACKED
 POLE VAC REQUIRED

REMOVE:
 -35'-5 WD POLE
 - PRIMARY/NEUTRAL/SECONDARY FRAMING
 (3) 3/8" DOWN GUYS
 (2) ANCHORS
 -2/0 CU COVERED LEAD WIRE

INSTALL:
 -45'-4 WD POLE W/ GND
 - PRIMARY/NEUTRAL/SECONDARY FRAMING
 -2CU COVERED LEAD WIRE

TRANSFER:
 (1) 200A SECTIONALIZER

S12 (P10 TO P11)
 150 FT

REMOVE:
 -2/0 AAAC - ABC, N

INSTALL:
 -556 AAC - ABC
 -4/0 AAAC - N

S11 (P9 TO P10)
 160 FT

REMOVE:
 -2/0 AAAC - ABC, N

INSTALL:
 -556 AAC - ABC
 -4/0 AAAC - N

S10 (P8 TO P9)
 140 FT

REMOVE:
 -2/0 AAAC - ABC, N

INSTALL:
 -556 AAC - ABC
 -4/0 AAAC - N

S9 (P5 TO P8)
 145 FT

REMOVE:
 -2/0 AAAC - ABC, N

INSTALL:
 -556 AAC - ABC
 -4/0 AAAC - N

P10
 POLE 177-568 (40'-4)
 BUILD TO STD 21.03-100
 LOWER NEUTRAL AND SECONDARY PER STD
 POLE VAC REQUIRED

REMOVE:
 - 40' C4 WD POLE
 - PRIMARY/NEUTRAL/SECONDARY FRAMING
 (3) FUSED CUTOUPS
 (3) ARRESTERS
 (1) 4" PVC CONDUIT RISER
 -2CU COVERED LEAD WIRE

INSTALL:
 - 45' C4 WD POLE
 - PRIMARY/NEUTRAL/SECONDARY FRAMING
 (3) 200A CUTOUPS
 (3) 125A STD FUSES
 (3) ARRESTERS
 (1) 6" PVC CONDUIT RISER
 -2CU COVERED LEAD WIRE

P8
 POLE 176-701 (35'-5)
 BUILD TO STD 03.11-103
 REPLACE POLE DUE TO HEIGHT & AGE
 POLE VAC REQUIRED

REMOVE:
 -35'-5 WD POLE
 - PRIMARY/NEUTRAL FRAMING

INSTALL:
 -45'-4 WD POLE W/ GND
 - PRIMARY/NEUTRAL FRAMING

TRANSFER:
 (1) 100W HPS 4' COBRA STREETLIGHT

P9
 POLE 176-702 (40'-4)
 REPLACE POLE DUE TO AGE
 NEW POLE MUST BE MIN 4' FROM
 FIRE HYDRANT
 BUILD TO STD 03.11-140
 POLE VAC REQUIRED

REMOVE:
 -40'-4 WD POLE
 - PRIMARY/NEUTRAL FRAMING
 -2/0 CU COVERED LEAD WIRE

INSTALL:
 -45'-4 WD POLE W/ GND
 - PRIMARY/NEUTRAL FRAMING
 -2CU COVERED LEAD WIRE

TRANSFER:
 (1) 200A SECTIONALIZER

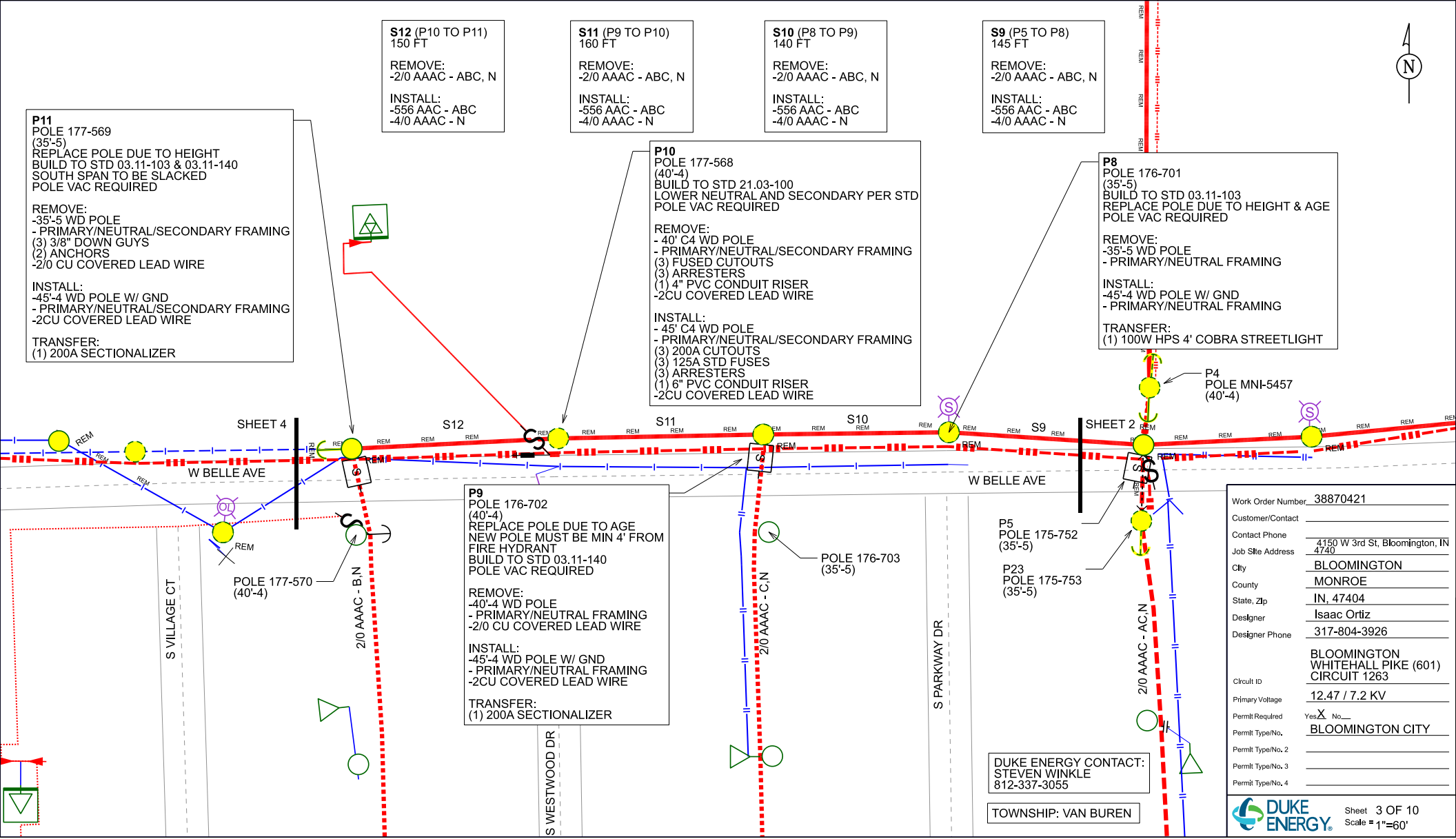
P5
 POLE 175-752 (35'-5)

P23
 POLE 175-753 (35'-5)

DUKE ENERGY CONTACT:
 STEVEN WINKLE
 812-337-3055

TOWNSHIP: VAN BUREN

Work Order Number	38870421
Customer/Contact	
Contact Phone	4150 W 3rd St, Bloomington, IN 47404
Job Site Address	4150 W 3rd St, Bloomington, IN 47404
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47404
Designer	Isaac Ortiz
Designer Phone	317-804-3926
Circuit ID	BLOOMINGTON WHITEHALL PIKE (601) CIRCUIT 1263
Primary Voltage	12.47 / 7.2 KV
Permit Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Permit Type/No.	BLOOMINGTON CITY
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	





USP: BLOOMINGTON WHITEHALL PIKE (601) CIRCUIT 1263 (12.47/7.2KV)
 1) RECLOSER ON POLE MNI-3866 AT 4150 W 3RD ST, BLOOMINGTON, IN 47404
 2) BLOOMINGTON WHITEHALL PIKE (601) SUBSTATION AT 135 N GATES DR, BLOOMINGTON, IN 47404

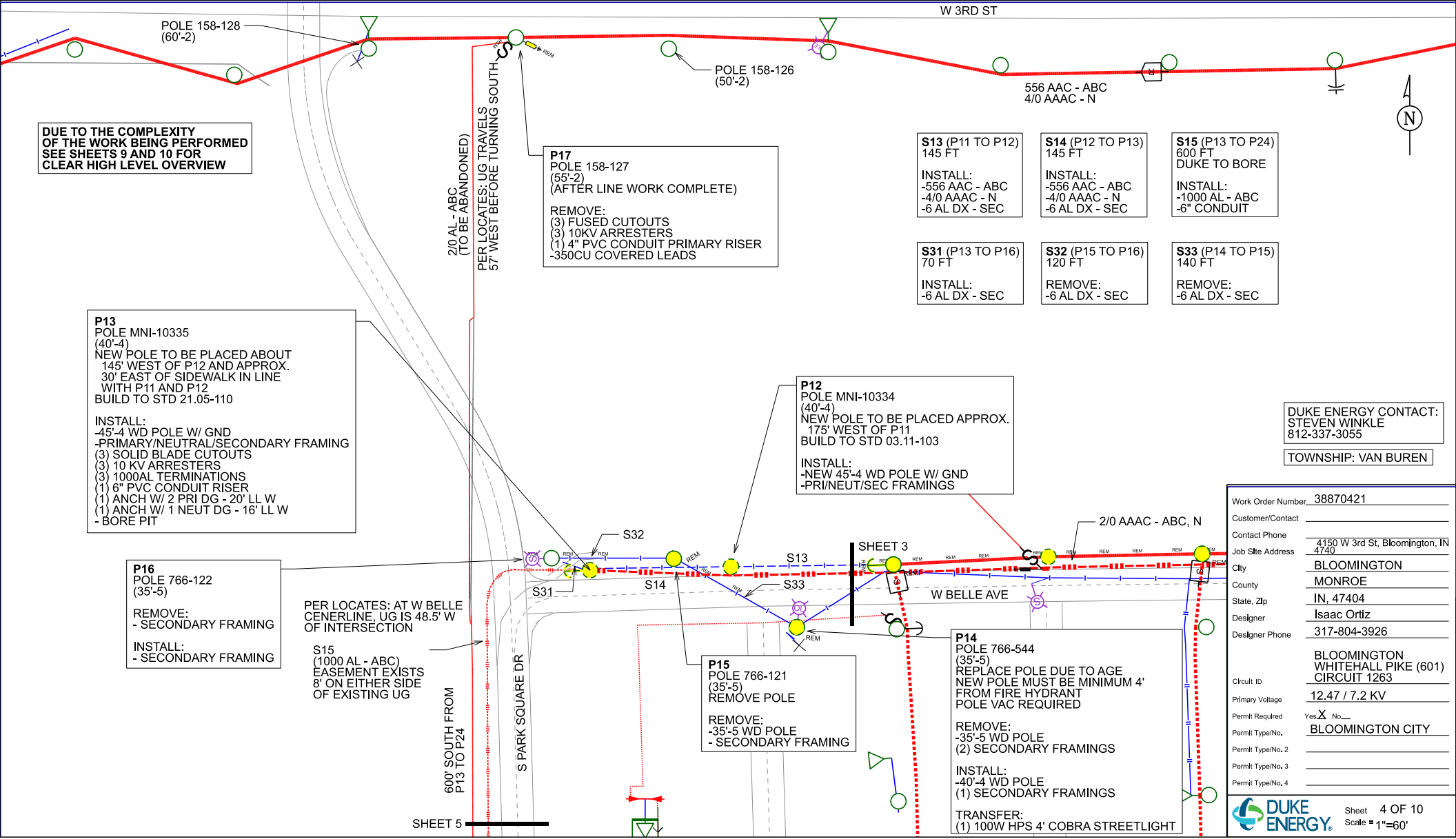


Safety Reminders / Adverse Conditions
 TRAFFIC FLAGGING REQUIRED



Work Zone General Comments:

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



DUKE ENERGY CONTACT:
 STEVEN WINKLE
 812-337-3055
TOWNSHIP: VAN BUREN

Work Order Number	38870421
Customer/Contact	
Contact Phone	4150 W 3rd St, Bloomington, IN 47404
Job Site Address	BLOOMINGTON
City	MONROE
County	IN, 47404
State, Zip	Isaac Ortiz
Designer	317-804-3926
Designer Phone	
Circuit ID	BLOOMINGTON WHITEHALL PIKE (601) CIRCUIT 1263
Primary Voltage	12.47 / 7.2 KV
Permit Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Permit Type/No.	BLOOMINGTON CITY
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	

USP: BLOOMINGTON WHITEHALL PIKE (601) CIRCUIT 1263 (12.47/7.2KV)
 1) RECLOSER ON POLE MNI-3866 AT
 4150 W 3RD ST, BLOOMINGTON, IN 47404
 2) BLOOMINGTON WHITEHALL PIKE (601) SUBSTATION AT
 135 N GATES DR, BLOOMINGTON, IN 47404



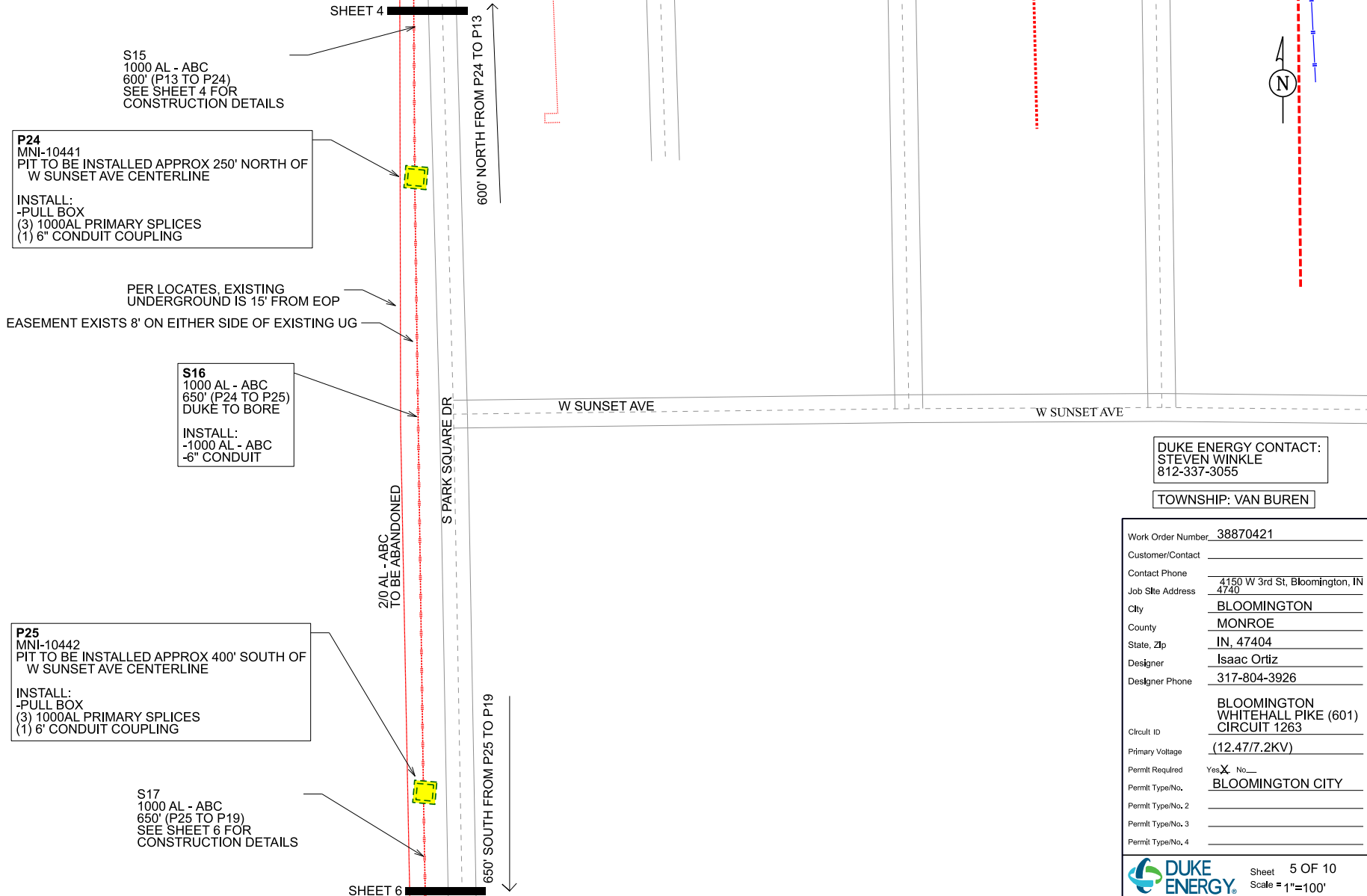
Safety Reminders / Adverse Conditions

TRAFFIC FLAGGING REQUIRED



Work Zone General Comments:

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



DUKE ENERGY CONTACT:
 STEVEN WINKLE
 812-337-3055

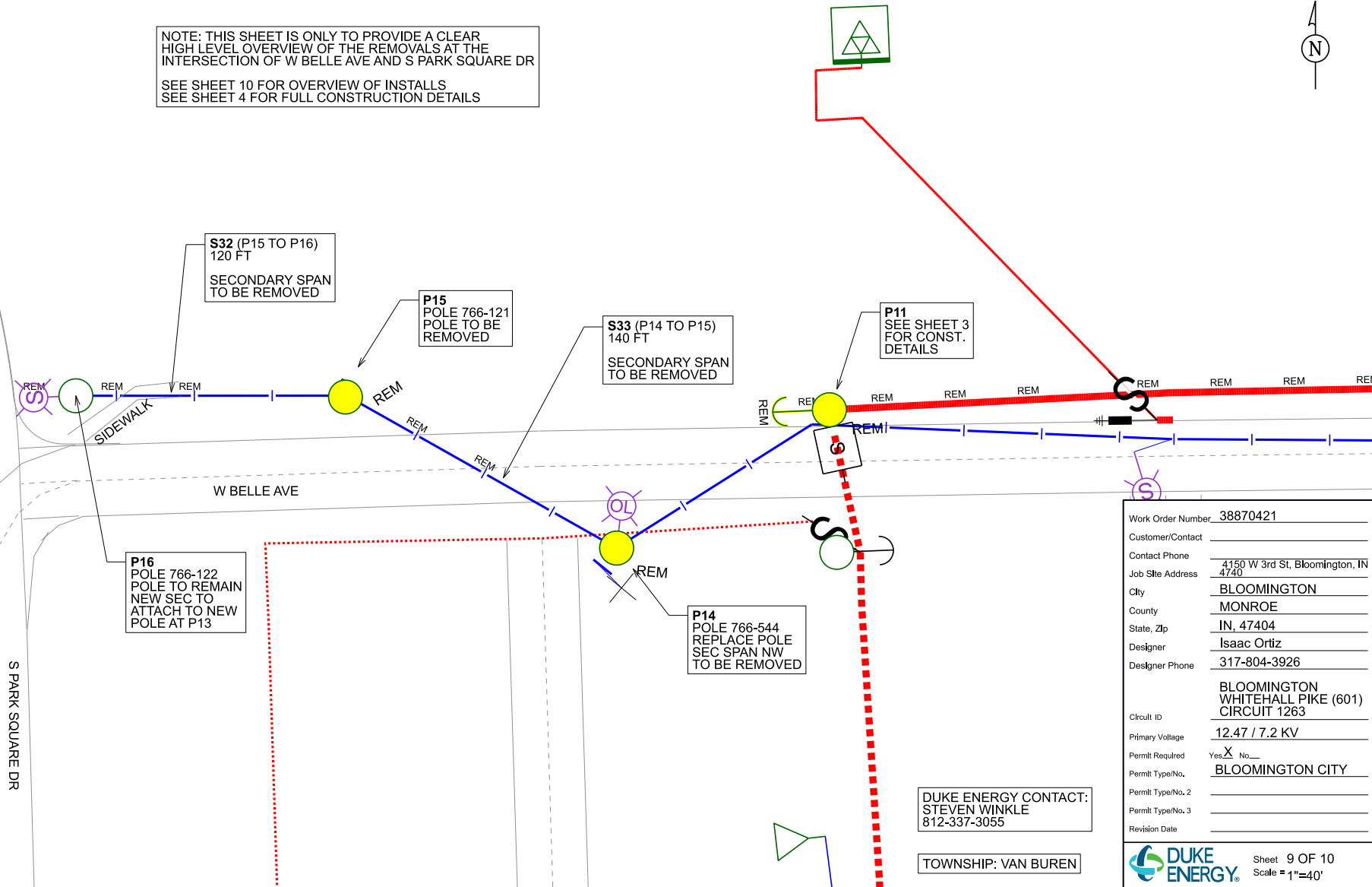
TOWNSHIP: VAN BUREN

Work Order Number	38870421
Customer/Contact	
Contact Phone	
Job Site Address	4150 W 3rd St, Bloomington, IN 47404
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47404
Designer	Isaac Ortiz
Designer Phone	317-804-3926
Circuit ID	BLOOMINGTON WHITEHALL PIKE (601) CIRCUIT 1263
Primary Voltage	(12.47/7.2KV)
Permit Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Permit Type/No.	BLOOMINGTON CITY
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

NOTE: THIS SHEET IS ONLY TO PROVIDE A CLEAR HIGH LEVEL OVERVIEW OF THE REMOVALS AT THE INTERSECTION OF W BELLE AVE AND S PARK SQUARE DR
 SEE SHEET 10 FOR OVERVIEW OF INSTALLS
 SEE SHEET 4 FOR FULL CONSTRUCTION DETAILS



S32 (P15 TO P16)
 120 FT
 SECONDARY SPAN
 TO BE REMOVED

P15
 POLE 766-121
 POLE TO BE
 REMOVED

S33 (P14 TO P15)
 140 FT
 SECONDARY SPAN
 TO BE REMOVED

P11
 SEE SHEET 3
 FOR CONST.
 DETAILS

P16
 POLE 766-122
 POLE TO REMAIN
 NEW SEC TO
 ATTACH TO NEW
 POLE AT P13

P14
 POLE 766-544
 REPLACE POLE
 SEC SPAN NW
 TO BE REMOVED

DUKE ENERGY CONTACT:
 STEVEN WINKLE
 812-337-3055

TOWNSHIP: VAN BUREN

Work Order Number	38870421
Customer/Contact	
Contact Phone	4150 W 3rd St, Bloomington, IN 47404
Job Site Address	4740
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47404
Designer	Isaac Ortiz
Designer Phone	317-804-3926
Circuit ID	BLOOMINGTON WHITEHALL PIKE (601) CIRCUIT 1263
Primary Voltage	12.47 / 7.2 KV
Permit Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Permit Type/No.	BLOOMINGTON CITY
Permit Type/No. 2	
Permit Type/No. 3	
Revision Date	

USP: BLOOMINGTON WHITEHALL PIKE (601) CIRCUIT 1263 (12.47/7.2KV)
 1) RECLOSER ON POLE MNI-3866 AT 4150 W 3RD ST, BLOOMINGTON, IN 47404
 2) BLOOMINGTON WHITEHALL PIKE (601) SUBSTATION AT 135 N GATES DR, BLOOMINGTON, IN 47404



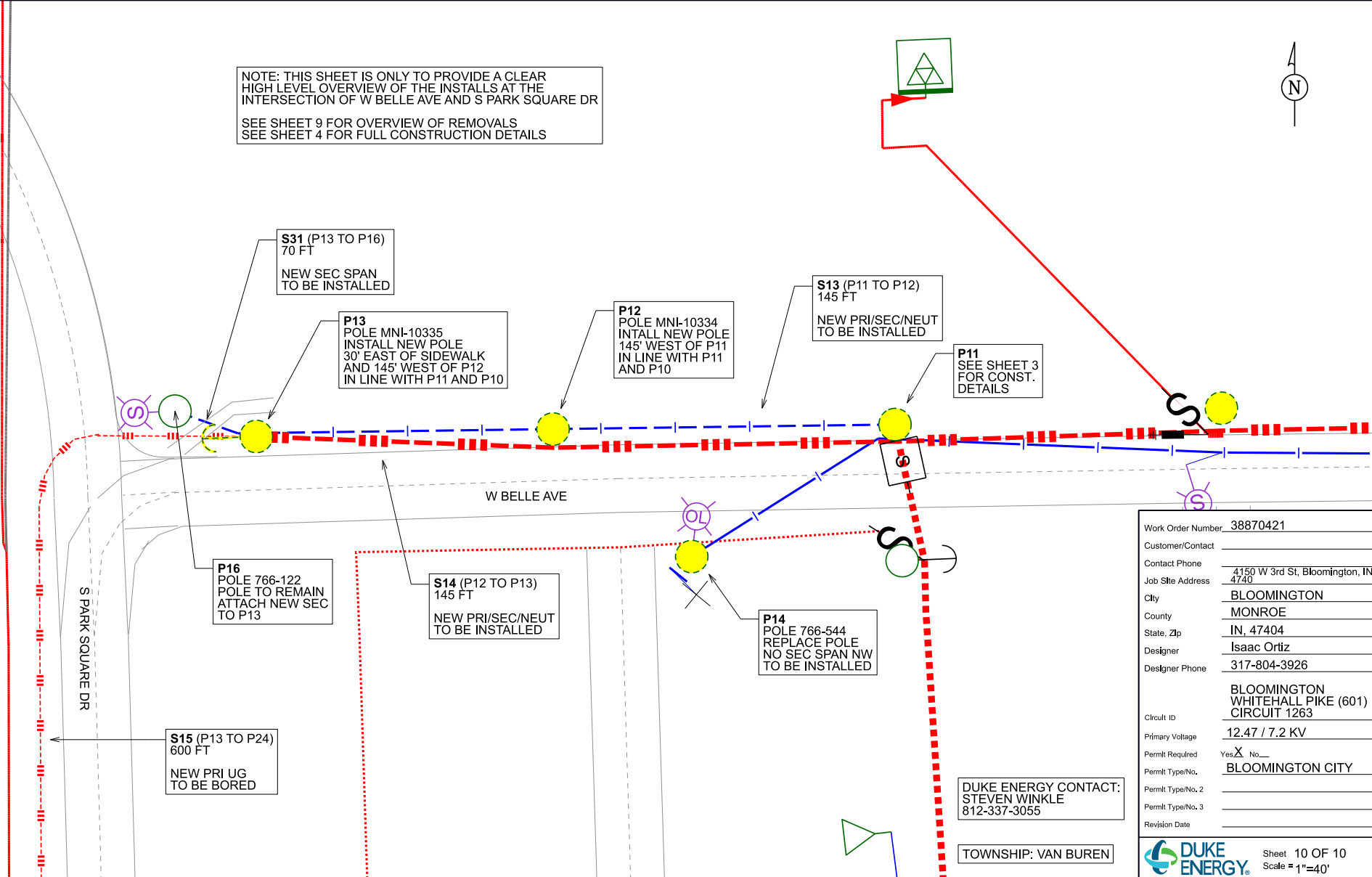
Safety Reminders / Adverse Conditions
 TRAFFIC FLAGGING REQUIRED



Work Zone General Comments:

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

NOTE: THIS SHEET IS ONLY TO PROVIDE A CLEAR HIGH LEVEL OVERVIEW OF THE INSTALLS AT THE INTERSECTION OF W BELLE AVE AND S PARK SQUARE DR
 SEE SHEET 9 FOR OVERVIEW OF REMOVALS
 SEE SHEET 4 FOR FULL CONSTRUCTION DETAILS



S31 (P13 TO P16)
 70 FT
 NEW SEC SPAN
 TO BE INSTALLED

P13
 POLE MNI-10335
 INSTALL NEW POLE
 30' EAST OF SIDEWALK
 AND 145' WEST OF P12
 IN LINE WITH P11 AND P10

P12
 POLE MNI-10334
 INTALL NEW POLE
 145' WEST OF P11
 IN LINE WITH P11
 AND P10

S13 (P11 TO P12)
 145 FT
 NEW PRI/SEC/NEUT
 TO BE INSTALLED

P11
 SEE SHEET 3
 FOR CONST.
 DETAILS

P16
 POLE 766-122
 POLE TO REMAIN
 ATTACH NEW SEC
 TO P13

S14 (P12 TO P13)
 145 FT
 NEW PRI/SEC/NEUT
 TO BE INSTALLED

P14
 POLE 766-544
 REPLACE POLE
 NO SEC SPAN NW
 TO BE INSTALLED

S15 (P13 TO P24)
 600 FT
 NEW PRI UG
 TO BE BORED

DUKE ENERGY CONTACT:
 STEVEN WINKLE
 812-337-3055

TOWNSHIP: VAN BUREN

Work Order Number	38870421
Customer/Contact	
Contact Phone	4150 W 3rd St, Bloomington, IN 47404
Job Site Address	4150 W 3rd St, Bloomington, IN 47404
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47404
Designer	Isaac Ortiz
Designer Phone	317-804-3926
Circuit ID	BLOOMINGTON WHITEHALL PIKE (601) CIRCUIT 1263
Primary Voltage	12.47 / 7.2 KV
Permit Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Permit Type/No.	BLOOMINGTON CITY
Permit Type/No. 2	
Permit Type/No. 3	
Revision Date	

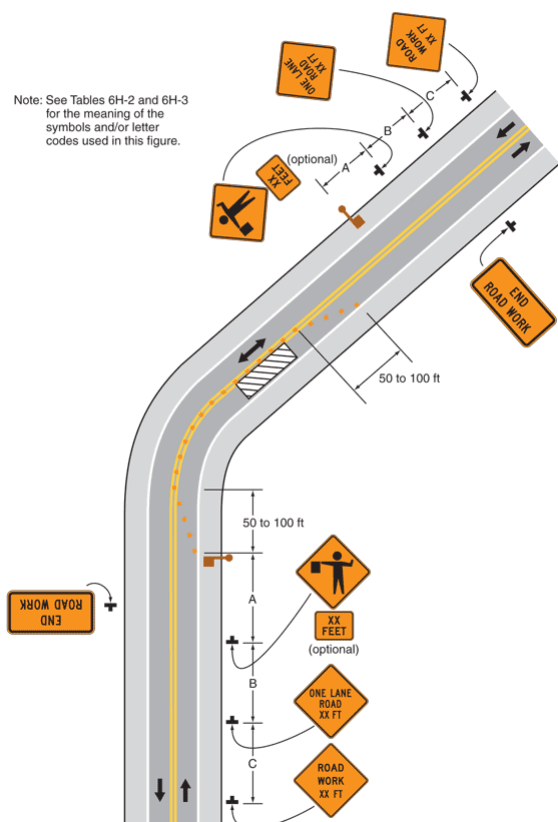
Manual on Uniform Traffic
Control Devices (MUTCD)

Knowledge

[Back to Chapter 6H](#)

2009 Edition Part 6 Figure 6H-10. Lane Closure on a Two-Lane Road Using Flaggers (TA-10)

Figure 6H-10. Lane Closure on a Two-Lane Road Using Flaggers (TA-10)



Typical Application 10

Figure 6H-10. Lane Closure on a Two-Lane Road Using Flaggers (TA-10)

This figure illustrates lane closure on a two-lane road using flaggers. A legend under the figure states that this is Typical Application 10. A note states "See [Tables 6H-2](#) and [6H-3](#) for the meaning of the symbols and/or letter codes used in this figure."

A vertical two-lane roadway is shown, the top half curving to the right. Downward-pointing black arrows in the left lane and upward-pointing black arrows in the right lane denote the direction of travel. The opposing lanes are shown separated by a solid double yellow line. A shoulder is shown to the right of each direction of travel. The shoulders are shown separated from the travel lanes by a solid white line.

At the bottom of the figure and to the right of the shoulder of the right lane, a black inverted "T" is shown denoting a sign. The sign is shown as a diamond-shaped orange sign with a black border and the words "ROAD WORK XX FT" in black. This sign is shown at a dimensioned distance C in advance of another diamond-shaped orange sign with a black border to the right of the right shoulder. It shows the words "ONE LANE ROAD XX FT" in black. This sign is shown at a dimensioned distance B in advance of a sign assembly to the right of the right shoulder. This assembly is shown as composed of a diamond-shaped orange sign with a black border and a black symbol of a flagger above a horizontal rectangular orange supplemental plaque labeled optional with a black border and the distance "XX FEET" in black. This sign assembly is shown at a dimensioned distance A in advance of a red symbol for a flagger, shown on the right shoulder. Beginning where the flagger is shown and at the white line separating the shoulder from the right lane, a series of orange squares, denoting channelizing devices, are shown tapering in to the solid double yellow line separating the opposing traffic lanes. The space between the first channelizing device at the shoulder to the one shown on the solid double yellow line is shown as a dimension of 50 to 100 ft. Beyond this area, the channelizing devices continue along the solid double yellow line as the road is shown curving to the right.

Beyond the curve, the work space is shown in the right lane, represented by a vertical rectangular black and white diagonally striped box. The channelizing devices are shown continuing along the solid double yellow line to a point one device beyond the work space and then tapering back to the right shoulder for a dimensioned distance of 50 to 100 ft. Near the top of the figure, a horizontal rectangular orange sign with a black border is shown to the right of the right shoulder with the words "END ROAD WORK" in black.

At the top of the figure, to the outside of the left lane, the same three diamond-shaped orange signs are shown at the same dimensioned distances in advance of another flagger symbol in advance of the work space. Beyond the work space and roadway curve in the left lane, another End Road Work sign is shown.

[Back to Chapter 6H](#)



Board of Public Works

Staff Report

Project/Event: Request for sidewalk and parking lane closure at 217 W. 6th St.
Petitioner/Representative: Ryan Strauser for Strauser Construction
Staff Representative: [Maria McCormick](#)
Date: November 8, 2023

Report:

Strauser Construction is requesting a closure of the sidewalk and parking lanes in front of 217 W. 6th Street between November 13 -17, 2023. They will be removing the green roof materials from the building as it is compromising the structural integrity of the building roof structure. They will be placing a crane and dumpster in these areas to facilitate this work. They will be providing a pedestrian detour to the north side of 6th St. for the duration of the project.

As the green roof was required as a condition of approval for the building at the time of construction, we would also request that the board include as a condition of the permit that the petitioner and building owner work with City Planning & Transportation staff to provide either a time line for the replacement of the green roof or if it will be seeking an amendment to this condition from the Plan Commission.

November 3, 2023

City of Bloomington - Board of Public Works

401 N. Morton Street
Bloomington, IN 47404

RE: 217 W. 6th - Roof Repairs
217 W. 6th Street
Bloomington, Indiana
Temporary Sidewalk Closures & Parking Space Use

Dear Board Members:

Strauser Construction Co., Inc. has been hired by the property owner at 217 W. 6th Street to remove debris and green roof materials from the roof level of the existing building that is causing issues with the existing building systems. It has been requested that these steps be taken prior to winter snow conditions happening in the area after the Owner consulted with licensed design professionals.

To facilitate this work and timeline, we are requesting the use of the ROW from November 13, 2023 – November 17, 2023 to place a crane and dumpsters to perform the work.

During this requested duration, we will need to shut down (10) metered parking spaces along 6th Street and close the sidewalk so that no pedestrians walk under the loads overhead being removed from the building.

As we have now been informed that the green roof was an original condition of approval for the project, the Owner will plan to work with City Planning staff to determine if it is viable to re-design and install a new green roof on the building or if they will plan to seek an amendment for this original condition.

During the course of this project Strauser Construction Co., Inc. will work with the City of Bloomington and City of Bloomington Engineering to minimize disruptions caused by the project. Based on the attached information, Strauser Construction Co., Inc. request that the Board of Public Works approves the use of the right of way during the time periods stated above.

Sincerely,

Ryan M. Strauser

Ryan M. Strauser
RA, AIA, LEED AP

Strauser Construction Co., Inc.
453 S. Clarizz Blvd.
Bloomington, IN 47401

SIDEWALK CLOSED
USE OTHER SIDE
SIGNAGE



10 PARKING SPOTS
CLOSED DURING
CONSTRUCTION

SIDEWALK CLOSED
USE OTHER SIDE
SIGNAGE

MOT PLAN
November 3, 2023



Board of Public Works

Staff Report

Project/Event:	Request for Approval of Resolution 2023-76 Right of Way Encroachment for The Trades District 617 N. Madison St.
Petitioner/Representative:	John Fernandez for the Trades District
Staff Representative:	Maria McCormick
Date:	November 8, 2023

Report:

The Trades District is constructing a new office building at 617 N. Madison Street. They are requesting approval for an encroachment of private utilities to run parallel in the alley to the west of the building. This alley is part of the city's right-of-way (ROW).

The encroachment are as follow and the description of each item is based on the corresponding number identified on the attached Site Utility Plan pg. C301 dated August 29, 2023

- #1 – 6” private combined water service line
- #2 – meter pit for 2” private domestic meter and yoke
- #3 – 2” private domestic water service line
- #4 – 6” private fire protection water service line
- #5 – fire department connection (FDC) and 6” private fire protection water service line
- #6 – supervised post indicator valve (PIV); and

**BOARD OF PUBLIC WORKS
RESOLUTION 2023-76**

Encroachment Agreement with City of Bloomington Redevelopment Commission

WHEREAS, the City of Bloomington Redevelopment Commission (“Owner”) owns the real property at 617 N Madison Street, Instrument No. 2011013164, in the Office of the Recorder of Monroe County (the “Property”); and

WHEREAS, Owner wishes to place the following type of encroachment in the public right of way adjacent to the Property (description of each encroachment item is based on the corresponding number identified on the site utility plan, attached as Exhibit A):

- #1 – 6” private combined water service line
- #2 – meter pit for 2” private domestic meter and yoke
- #3 – 2” private domestic water service line
- #4 – 6” private fire protection water service line
- #5 – fire department connection (FDC) and 6” private fire protection water service line
- #6 – supervised post indicator valve (PIV); and

WHEREAS, Owner will be digging, cutting, or excavating in the right-of-way with this encroachment and will therefore be required to obtain a ROW Use Permit and/or a Grading Permit in addition to this encroachment agreement; and

WHEREAS, the City of Bloomington Board of Public Works (“BPW”) has authority pursuant to I.C. 36-9-2-5 to establish, vacate, maintain, and operate public ways, including air ways over sidewalks; and

WHEREAS, the BPW neither desires nor intends to vacate this right of way.

NOW, THEREFORE, BE IT RESOLVED:

That the BPW agrees not to initiate any legal action against Owner or its successor(s) in interest regarding the encroachment into the described right of way provided that:

1. Owner agrees to maintain all of the described encroachments and to keep them in a safe and good condition. Owner shall be responsible for timely

performance of maintenance and shall bear all expense regarding such maintenance.

2. The encroachments shall not deviate from the design which is depicted in Exhibit A of this Resolution. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.
3. The encroachments shall not cause noncompliance with the current Americans with Disabilities Act (ADA) and Public Rights-of-Way Accessibility Guidelines (PROWAG).
4. This Resolution is not intended to relieve Owner of any provisions of any applicable zoning or other ordinance or statute that may apply to the Property.
5. Owner agrees that the only encroachments that may be installed in the right of way are described herein. In the event Owner wishes to install any additional encroachment(s), Owner must first obtain additional approval from the BPW.
6. The terms of this Resolution shall be in effect upon the following: (a) passage by the BPW; (b) written acceptance by Owner and acknowledgement by Owner that the BPW may alter the terms and conditions to address unanticipated problems or may revoke permission if the BPW determines the encroachments are undesirable in terms of the general welfare of the City; and (c) the return of a copy of the recorded Resolution to the Engineering Department, which must include the Monroe County Recorder's file information.
7. Owner understands and agrees that if the City or a public or municipal utility needs to work in said area for any reason, and any of the encroachments needs to be removed to facilitate the City or a public or municipal utility, the removal shall be at the sole expense of Owner, and the City shall not be responsible for any damage which may occur to the encroachments by the City's workers or contractors, or by those of a public utility. Owner shall not be compensated for any expense which it may incur.
8. If at any time it is determined that the encroached upon area should be improved to better serve the public, or public improvements need to be made in the right of way and the encroaching improvements interfere with the planned public improvements, then Owner shall remove any materials

or other installations, included within the encroachments upon notification by the City, without compensation by the City.

9. In the event Owner no longer owns the property this encroachment agreement will run with the land.
10. In consideration for the use of the property, pursuant to this Resolution, Owner, for itself, its officers, directors, agents, employees, members, successors and assigns, (collectively, the “Owner Parties”) hereby acknowledges and agrees to assume as between Owner and the City, its officers, directors, agents, employees, successor and assigns, full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys’ fees and court costs, which may occur as a result of the use of said property by the Owner Parties pursuant to this Resolution, and for the same consideration hereby agree to indemnify, hold harmless, release, waive and forever discharge the City, its officers, directors, agents, employees, successors and assigns, and all other persons and entities associated with the City, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys’ fees and court costs, which may occur as a result of the use of said property by the Owner Parties pursuant to this Resolution, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract. Owner expressly acknowledges that this Resolution is intended to be as broad as permitted by law, subject to the terms and conditions hereof, and, if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.
11. This Resolution shall be effective upon the following: (a) passage by the BPW; (b) written acceptance by Owner; and (c) the return of a copy of the recorded Resolution to the Department of Planning and Transportation, which must include the Monroe County Recorder’s file information.
12. Owner agrees by signing that they have full power by proper action to enter into this agreement and have authority to do so.

IN WITNESS WHEREOF, the Board of Public Works has executed this Resolution 2023-76 this _____ day of _____, 2023.

CITY OF BLOOMINGTON

BOARD OF PUBLIC WORKS

By: _____
Kyla Cox Deckard, President

REDEVELOPMENT COMMISSION

By: _____
Cindy Kinnarney, President

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Kyla Cox Deckard of the City of Bloomington Board of Public Works, who acknowledged the execution of the foregoing instrument.

WITNESS, my hand and notarial seal this ____ day of _____, 20____.

Resident of _____ County _____

Notary Public Signature

My Commission #: _____

Printed Name

My Commission expires: _____

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared City of Bloomington Redevelopment Commission, as Owner of 617 N Madison Street, who acknowledged the execution of the foregoing instrument.

WITNESS, my hand and notarial seal this ____ day of _____, 20____.

Resident of _____ County _____

Notary Public Signature

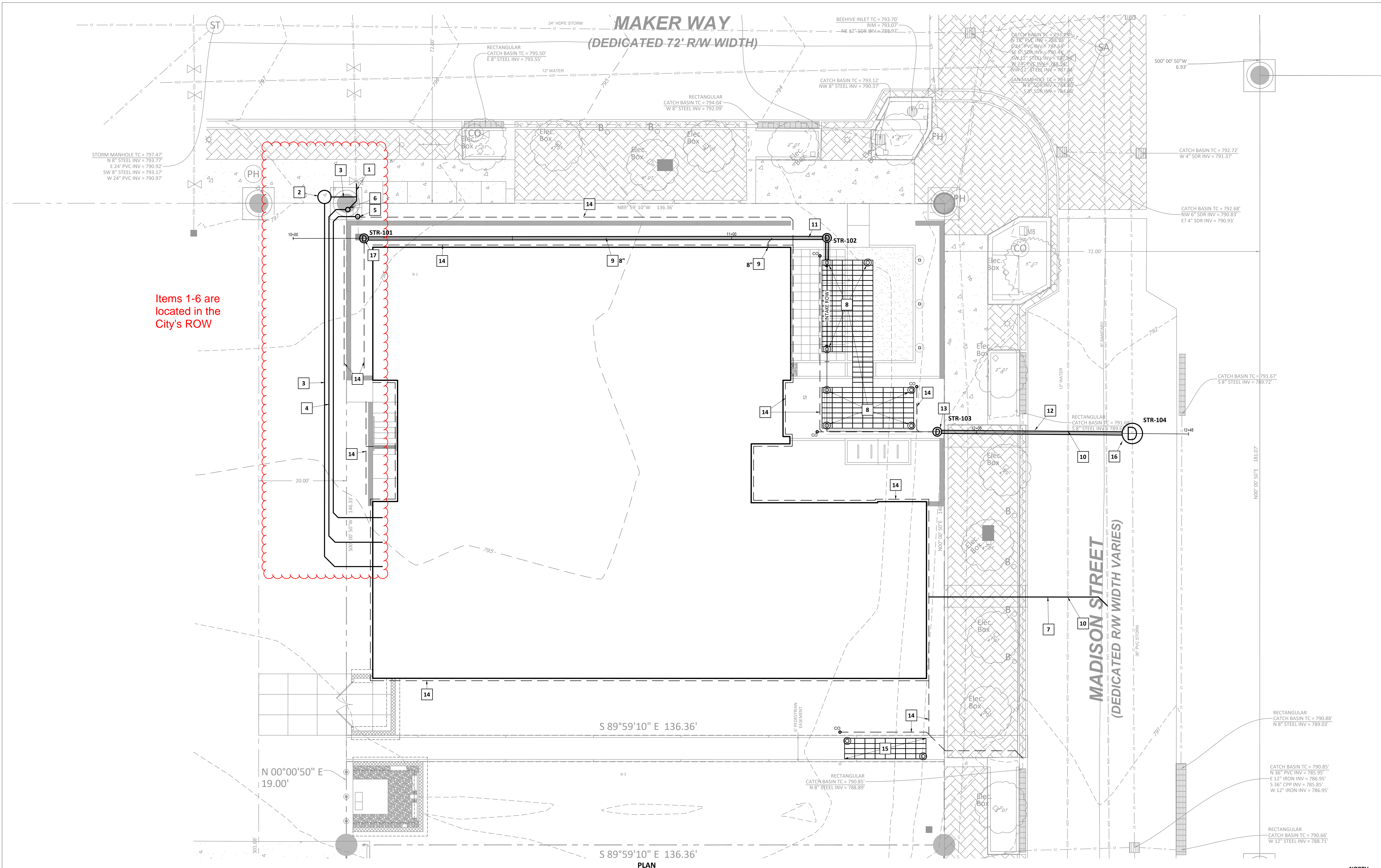
My Commission #: _____

Printed Name

My Commission expires: _____

I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Aleksandrina P. Pratt

This instrument was prepared by Aleksandrina P. Pratt, Assistant City Attorney,
City of Bloomington Legal Department, P.O. Box 100, Bloomington, Indiana 47402-
0100.



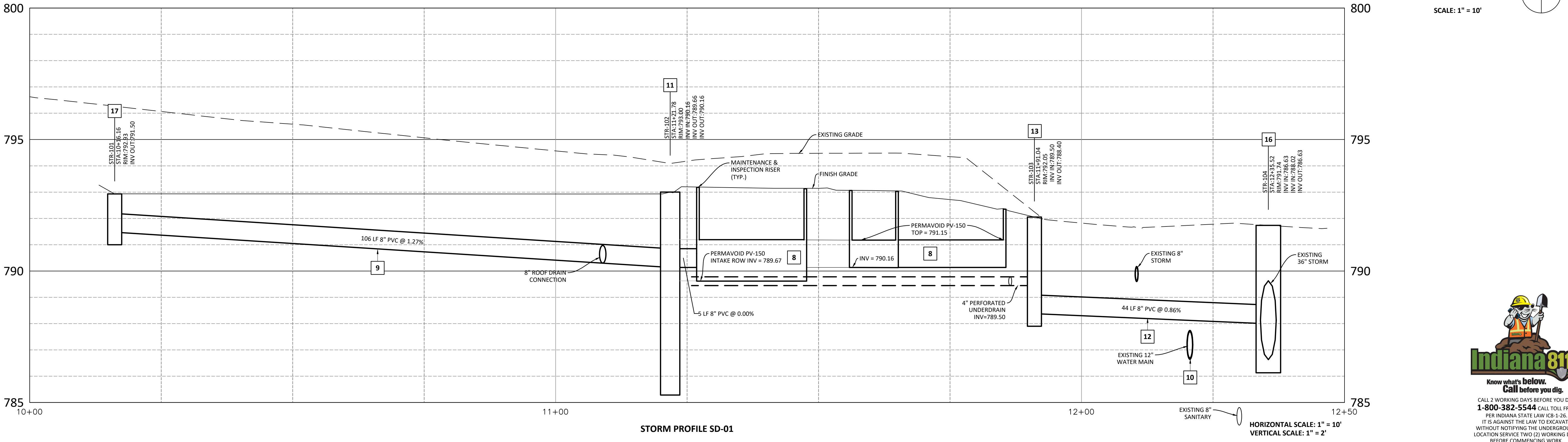
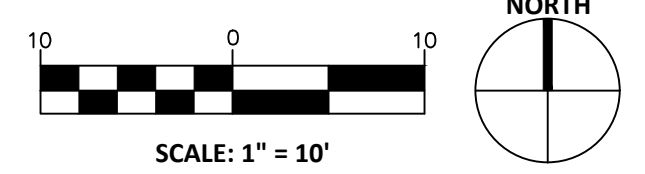
Items 1-6 are located in the City's ROW

GENERAL NOTES

- A. CONTRACTOR SHALL BE RESPONSIBLE FOR CUTTING AND PATCHING AS REQUIRED TO COMPLETELY INSTALL THE WORK INDICATED.
- B. CONTRACTOR SHALL COORDINATE EXACT UTILITY LOCATIONS WITH THE OWNER AND LOCAL UTILITY COMPANIES PRIOR TO COMMENCING ANY WORK. CONTACT THE INDIANA 811 AT 1-800-382-5544 AND OTHER UTILITIES PRIOR TO ANY EXCAVATION ON THE SITE.
- C. ALL WORK ASSOCIATED WITH WATER AND SEWER SYSTEMS SHALL COMPLY WITH THE STANDARDS & REQUIREMENTS OF THE INDIANA DEPT. OF ENVIRONMENTAL MANAGEMENT DESIGN, THE AMERICAN WATER WORKS ASSOCIATION (AWWA), THE GREAT LAKES UPPER MISSISSIPPI BOARD OF STATE PUBLIC HEALTH AND ENVIRONMENTAL MANAGERS (GLUMBE), THE INDIANA PLUMBING CODE AND THE CITY OF BLOOMINGTON UTILITIES CONSTRUCTION SPECIFICATIONS.
- D. CONTRACTOR IS REQUIRED TO VERIFY FIELD CONDITIONS AND NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES PRIOR TO BEGINNING WORK.
- E. CONTRACTOR SHALL SET ALL EXISTING AND PROPOSED CASTINGS AND CLEANOUT COVERS TO FINAL FINISHED GRADE.
- F. A MINIMUM OF 18 INCHES VERTICAL SEPARATION SHALL BE MAINTAINED BETWEEN WATER AND SANITARY/STORM SEWER LINES UNLESS OTHERWISE INDICATED, OR UNLESS WRITTEN PERMISSION IS GIVEN BY THE ENGINEER. SEWERS CROSSING WATER MAINS SHALL BE LEAD TO MAINTAIN A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE OUTSIDE OF THE WATER MAIN AND OUTSIDE OF THE SEWER MAIN. THIS SHALL BE THE CASE WHETHER THE WATER MAIN IS ABOVE OR BELOW THE SEWER. THE CROSSING SHALL BE ARRANGED SO THAT THE JOINTS IN THE SEWER MAIN WILL BE EQUIVALENT AND AS FAR AS POSSIBLE FROM THE JOINTS IN THE WATER MAIN. THE CROSSING MUST BE AT A MINIMUM ANGLE OF 45° MEASURED FROM THE CENTERLINE OF THE SEWER AND WATER MAINS. WHERE A WATER MAIN CROSSES UNDER A SEWER, ADEQUATE STRUCTURAL SUPPORT SHALL BE PROVIDED FOR THE SEWER TO MAINTAIN LINE AND GRADE.
- G. A MINIMUM OF 10 FEET HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN WATER AND SANITARY/STORM SEWER UNLESS OTHERWISE INDICATED, OR UNLESS WRITTEN PERMISSION IS GIVEN BY THE ENGINEER.
- H. ALL STORM AND SANITARY MANHOLES AND STORM INLET STRUCTURES SHALL HAVE A MINIMUM SEPARATION OF 8 FEET FROM WATER MAINS.
- I. ALL SANITARY AND STORM LATERALS SHALL HAVE A MINIMUM SLOPE OF 1/8" PER FOOT UNLESS NOTED OTHERWISE.
- J. ALL STORM LINES SHALL HAVE A MINIMUM COVER OF 12".
- K. ALL WATER LINES SHALL HAVE A MINIMUM COVER OF 48". INSTALL LINES WITH NO ISOLATED HIGH POINTS.
- L. WHERE DISSIMILAR PIPING MATERIALS ARE JOINED TOGETHER ALONG GRAVITY SANITARY AND STORM LATERALS, THE CONTRACTOR SHALL USE A NON-SHEAR COUPLING EQUAL TO FERROD.
- M. CONTRACTOR SHALL REFER TO ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING, AND TELECOMMUNICATIONS PLANS FOR ADDITIONAL UTILITIES WORK AND NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES PRIOR TO START OF CONSTRUCTION.
- N. PRE-CONSTRUCTION MEETING: EFFECTIVE MARCH 1, 2010, ALL PROJECTS WILL REQUIRE A PRE-CONSTRUCTION MEETING WITH THE CITY OF BLOOMINGTON UTILITIES (CBU) PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR AND/OR DEVELOPER MUST CONTACT THE UTILITIES TECHNICIAN AT (317)343-3678 TO SCHEDULE THE MEETING.
- O. UTILITIES INSPECTION: CONTRACTOR SHALL NOTIFY THE CITY OF BLOOMINGTON UTILITIES ENGINEERING DEPARTMENT ONE (1) WORKING DAY PRIOR TO CONSTRUCTION OF ANY WATER, STORM OR SANITARY SEWER UTILITY. A CBU INSPECTOR MUST HAVE NOTICE SO WORK CAN BE INSPECTED, DOCUMENTED, AND A PROPER AS-BUILT MADE. WHEN A CONTRACTOR WORKS ON WEDNESDAYS, A CBU DESIGNATED HOLIDAY, OR BEYOND NORMAL CBU WORK HOURS, THE CONTRACTOR WILL PAY FOR THE INSPECTOR'S OVERTIME. FOR CBU WORK HOURS AND HOLIDAY INFORMATION, PLEASE CONTACT THE CITY OF BLOOMINGTON UTILITIES DEPARTMENT AT (317)343-3666.
- P. ALL DUCTILE IRON PIPE AND FITTINGS SHALL BE PRESSURE CLASS 350 INSTALLED WITH MECHANICAL JOINT RESTRAINTS AND POLYETHYLENE ENGAGEMENT.
- Q. PROVIDE AND INSTALL INSULATED #12 AWG COPPER CLAD STEEL LOCATE WIRE ON ALL PVC OR POLYETHYLENE WATER, SANITARY AND STORM LINES.

PLAN NOTES

1. PRIVATE COMBINED WATER SERVICE LINE: 6" AWWA C900 DR 14 PVC PIPE WITH DUCTILE IRON FITTINGS. ALL JOINTS TO BE RESTRAINED.
2. METER PIT FOR 2" PRIVATE DOMESTIC METER AND YOKE. COORDINATE WITH CBU. CONTRACTOR RESPONSIBLE FOR SERVICE SADDLE, CORPORATION STOP, CURB STOP, AND ASSOCIATED MATERIALS REQUIRED BY CBU. CBU TO INSTALL METER SETTER AND METER - REFER TO CBU STANDARD DETAIL 28, SHEET C401.
3. 2" PRIVATE DOMESTIC WATER SERVICE LINE: ASTM B88 TYPE K COPPER OR BLUE POLYETHYLENE AWWA 901 PE 4710 ASTM D2737, CTS SDR9 PC 250 PIPE.
4. 6" PRIVATE FIRE PROTECTION WATER SERVICE LINE: AWWA C900 DR 14 PVC PIPE WITH DUCTILE IRON FITTINGS. ALL JOINTS TO BE RESTRAINED. INSTALL WITH 12-GA COPPER LOCATE WIRE.
5. FIRE DEPARTMENT CONNECTION (FDC) AND 6" PRIVATE FIRE PROTECTION WATER SERVICE LINE: PRESSURE CLASS 350 DUCTILE IRON PIPE AND FITTINGS WITH MECHANICAL JOINT RESTRAINTS AND POLYETHYLENE ENGAGEMENT. ALL JOINTS TO BE RESTRAINED. FDC SERVICE LINE TO SLOPE UPWARD FROM BUILDING TO FDC. ALL JOINTS TO BE RESTRAINED. STORGE TYPE FDC WITH FDC STAND PIPE - REFER TO DETAIL 3C-401.
6. SUPERVISED POST INDICATOR VALVE (PIV) - REFER TO DETAIL 9C-401. CONFIRM LOCATION WITH BLOOMINGTON FIRE CHIEF.
7. PRIVATE SANITARY LATERAL - 6" AWWA C900 DR 14 PVC. TO BE INSTALLED WITH MINIMUM COVER OF 24". PROVIDE TEE-WYE FITTING CONNECTION TO EXISTING MAIN. CONTRACTOR RESPONSIBLE FOR SANITARY CONNECTION AND TAP FEES.
8. UNDERGROUND STORMWATER DETENTION SYSTEM: TOTAL 370 AWT PERMAVOID PV-150 STORAGE UNITS - OR APPROVED EQUAL. INTAKE ROW SHALL BE INSTALLED 3 LAYERS DEEP TO CREATE SEDIMENT CAPTURE SUMP. REMAINDER OF ARRAY TO BE INSTALLED IN TWO LAYERS. PROVIDE 12" DIAMETER INSPECTION AND CLEANOUT RISERS AT CORNERS OF ARRAY. ALLOWING DIRECT INSPECTION OF OPEN VOID SPACE WITHIN PV-150 UNITS - REFER TO DETAIL 10C-401.
9. ASTM 3034 SDR33 PVC DRAINAGE COLLECTION PIPE. SIZE AS INDICATED.
10. VACUUM EXCAVATE TO VERIFY DEPTH TO TOP OF 12" WATER. REFER TO GENERAL NOTE 1 ABOVE IF VERTICAL CLEARANCE WILL BE LESS THAN 18" BETWEEN WATER AND SEWER UTILITIES.
11. 1.5 FT DIAMETER HYDRO INTERNATIONAL FIRST DEFENSE WATER QUALITY UNIT FDCW-3, OR APPROVED EQUAL.
12. 6" AWWA C900 DR 14 PVC STORM PIPE.
13. 24" NYLOPLAST DRAIN BASIN WITH SOLID COVER. RIM = 792.05, 8" INV OUT = 788.40, 4" INV IN = 790.16.
14. 4" DIAMETER DUAL-WALL HOPE TYPE S PERFORATED SUBIRAN PIPE IN CLEAN STONE BACKFILL. CONNECT TO STORM DRAINAGE SYSTEM AS INDICATED.
15. UNDERGROUND STORMWATER DETENTION SYSTEM: TOTAL 32 AWT PERMAVOID PV-150 STORAGE UNITS IN TWO LAYERS. PROVIDE 12" DIAMETER INSPECTION AND CLEANOUT RISERS ALLOWING DIRECT INSPECTION OF OPEN VOID SPACE WITHIN PV-150 UNITS.
16. INSTALL 60" DIA. FLAT TOP PRECAST CONCRETE MANHOLE ON EXISTING 36" PVC STORM. PROVIDE E-19V-5340 FRAME AND GRATE.
17. 24" NYLOPLAST DRAIN BASIN WITH STANDARD GRATE. RIM = 792.83, 8" INV OUT = 791.50, 4" INV IN = 791.50.



CALL 3 WORKING DAYS BEFORE YOU DIG
1-800-382-5544 CALL TOLL FREE
 PER INDIANA STATE LAW ICB-1-26
 IT IS AGAINST THE LAW TO EXCAVATE
 WITHOUT NOTIFYING THE UNDERGROUND
 LOCATION SERVICE TWO (2) WORKING DAYS
 BEFORE COMMENCING WORK.

LEGEND

- CLEANOUT - REFER TO DETAIL - 20C-401
- ⊙ STORM STRUCTURE

SITE CHARACTERISTICS

GREEN ROOF:	5.478 SF
SITE LANDSCAPE/VEGETATION:	6.617 SF
PERMEABLE PAVEMENTS:	1.740 SF
TOTAL IMPERVIOUS SURFACES:	63.518 SF
TOTAL PARCEL AREA:	19,953 SF
PERCENT IMPERVIOUS:	30.7%
PERCENT PERVIOUS:	69.3%



STUDIO AXIS

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 Indianapolis, Indiana 46202
 +1 (317) 264-8162

WWW.STUDIOAXIS.COM



CITY OF BLOOMINGTON

CLIENT
 CITY OF BLOOMINGTON
 John Hernandez
 142 North Morton Street
 Bloomington, Indiana 47404
 817-259-9714

CIVIL ENGINEER
 MKC Civil Engineers
 588 Ridgeway
 1351 West Tapp Road
 Bloomington, Indiana 47403
 817-336-6277

STRUCTURAL ENGINEER
 FRP Engineers
 Jonny White
 3333 East Main Street, Suite 105
 Indianapolis, Indiana 46241
 317-873-8400

MEP ENGINEER
 Lofth Engineering
 Kasey Lofth
 201 South Capitol Avenue, Suite 310
 Indianapolis, Indiana 46203
 317-303-9822

LANDSCAPE ARCHITECT
 Kundel Smalberger Associates
 Chad Penland
 418 East Wacker Street
 Indianapolis, Indiana 46202
 317-626-0127

CONSTRUCTION MANAGER
 Waddle Bros
 Chris Cull
 2102 West Industrial Park Drive
 Bloomington, Indiana 47404
 817-339-9500



PROJECT NUMBER: 2022001
 DRAWN: AEK CHECKED: WSR
 BD PACKAGE AUGUST 29, 2023
 REVISIONS: # DESCRIPTION DATE

CITY OF BLOOMINGTON
 TRADES DISTRICT
 TECHNOLOGY
 CENTER

617 NORTH MADISON STREET
 BLOOMINGTON, INDIANA 47404

SITE UTILITY PLAN

C-301



Board of Public Works Claim Register

Invoice Date Range 10/28/23 - 11/09/23

Vendor	Invoice Description	Received Date	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-Envelopes & markers		11/09/2023	34.32
	Account 52110 - Office Supplies Totals		Invoice 1 Transactions	<u>\$34.32</u>
Account 52210 - Institutional Supplies				
4586 - Hill's Pet Nutrition Sales, INC	01-Prescription Veterinary Food		11/09/2023	345.21
4574 - John Deere Financial f.s.b. (Rural King)	01-CO2 Cartridge		11/09/2023	19.99
4549 - Kroger Limited Partnership I	01-Rabbit food-spinach, cilantro, parsley		11/09/2023	20.40
	Account 52210 - Institutional Supplies Totals		Invoice 3 Transactions	<u>\$385.60</u>
Account 52310 - Building Materials and Supplies				
8658 - Kleindorfer's Hardware LLC	01-(4) O Rings		11/09/2023	1.76
	Account 52310 - Building Materials and Supplies Totals		Invoice 1 Transactions	<u>\$1.76</u>
Account 52340 - Other Repairs and Maintenance				
313 - Fastenal Company	01-Laundry soap, hand soap and towels		11/09/2023	154.20
	Account 52340 - Other Repairs and Maintenance Totals		Invoice 1 Transactions	<u>\$154.20</u>
Account 52420 - Other Supplies				
4633 - Midwest Veterinary Supply, INC	01-Sanitizer-Rescue Concentrate (55 gal)		11/09/2023	1,678.92
	Account 52420 - Other Supplies Totals		Invoice 1 Transactions	<u>\$1,678.92</u>



Board of Public Works Claim Register

Invoice Date Range 10/28/23 - 11/09/23

Account 53130 - Medical

54639 - Shake Veterinary Services, INC (Town & Country Vet	01-Spay/Neuter Surgeries	11/09/2023	862.99
	Account 53130 - Medical Totals	Invoice 1	\$862.99
		Transactions	

Account 53510 - Electrical Services

223 - Duke Energy	19-Fac Summary Elec Billing-08/29/23-10/02/23	11/01/2023	1,613.25
	Account 53510 - Electrical Services Totals	Invoice 1	\$1,613.25
		Transactions	
	Program 010000 - Main Totals	Invoice 9	\$4,731.04
		Transactions	

Program 010001 - Donations Over \$5K

Account 52210 - Institutional Supplies

4586 - Hill's Pet Nutrition Sales, INC	01-Dog, puppy, kitten & cat food	11/09/2023	246.70
4586 - Hill's Pet Nutrition Sales, INC	01-Dog and puppy food	11/09/2023	262.26
	Account 52210 - Institutional Supplies Totals	Invoice 2	\$508.96
		Transactions	
	Program 010001 - Donations Over \$5K Totals	Invoice 2	\$508.96
		Transactions	
	Department 01 - Animal Shelter Totals	Invoice 11	\$5,240.00
		Transactions	

Department 02 - Public Works

Program 020000 - Main

Account 52110 - Office Supplies

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	02-Cell Phone Otter Box & Power Cord M. Large	11/09/2023	52.67
651 - Engraving & Stamp Center, INC	02-PO Stamps and BPW Signature Stamp	11/09/2023	113.50
6530 - Office Depot, INC	02-(3) Duster, Scissors & Desktop Tape Dispenser for PW Admin	11/09/2023	13.06
	Account 52110 - Office Supplies Totals	Invoice 3	\$179.23
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 10/28/23 - 11/09/23

Account 53410 - Liability / Casualty Premiums

19618 - ONI Risk Partners, INC, DBA EPIC Insurance Midwest	06-additional premium for police cars that were added	11/09/2023	4,706.00
Account 53410 - Liability / Casualty Premiums Totals		Invoice 1	<u>\$4,706.00</u>
Program 020000 - Main Totals		Transactions	
Department 02 - Public Works Totals		Invoice 4	<u>\$4,885.23</u>
		Transactions	
		Invoice 4	<u>\$4,885.23</u>
		Transactions	

Department 04 - Economic & Sustainable Dev

Program 040000 - Main

Account 53170 - Mgt. Fee, Consultants, and Workshops

199 - Monroe County Government	04: Food/Drinks for Climate Workshop 10/16/23	11/09/2023	2,624.76
6530 - Office Depot, INC	04: Labels 112821	11/09/2023	3.69
6530 - Office Depot, INC	04: Colored markers - pk of 24	11/09/2023	13.51
8368 - Holly Warren	04: Reimbursement for Lunch for BAC Grant Review-8/10/23	11/09/2023	82.46
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice 4	<u>\$2,724.42</u>
		Transactions	

Account 53910 - Dues and Subscriptions

3404 - J.R. Watkins & Family, INC (Signs Now)	04-4mm coro sign "Happy First Birthday Go Bloomington"	11/09/2023	40.00
Account 53910 - Dues and Subscriptions Totals		Invoice 1	<u>\$40.00</u>
		Transactions	

Account 53960 - Grants

2538 - Bloomington Chamber Singers, INC	04: BAC Operations Winter Grant 2023	11/09/2023	1,500.00
7141 - Fourth Street Festival of the Arts & Crafts	04: BAC Operations Grant Winter 2023	11/09/2023	1,000.00
203 - INDIANA UNIVERSITY	04: IU Prison Arts Initiative BAC Grant-NR 204847/IPID 00787733	11/09/2023	2,000.00
6082 - Limestone Media LLC (Limestone Post Magazine)	04: BAC Ops Grant for Limestone Media	11/09/2023	1,000.00



Board of Public Works Claim Register

Invoice Date Range 10/28/23 - 11/09/23

	Account 53960 - Grants Totals	Invoice 4 Transactions	\$5,500.00
Account 53970 - Mayor's Promotion of Business			
4549 - Kroger Limited Partnership I	04: Supplies for Guild Art Reception at City Hall	11/09/2023	15.97
4443 - The Sherwin Williams Company	04: Paint for 3rd Street Mural-10/25/23	11/09/2023	60.26
4443 - The Sherwin Williams Company	04: Paint for 3rd Street Mural -10/25/23	11/09/2023	333.02
8368 - Holly Warren	04-Krogers- Snacks for Duke Walls Workshop - Reimbursement	11/09/2023	14.27
	Account 53970 - Mayor's Promotion of Business Totals	Invoice 4 Transactions	\$423.52
Account 53990 - Other Services and Charges			
5605 - Photizo, LLC (Fish Window Cleaning)	04: Power wash alley wall between Kirkwood & Wonderlab	11/09/2023	360.00
	Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions	\$360.00
	Program 040000 - Main Totals	Invoice 14 Transactions	\$9,047.94
	Department 04 - Economic & Sustainable Dev Totals	Invoice 14 Transactions	\$9,047.94
Department 05 - Common Council			
Program 050000 - Main			
Account 52110 - Office Supplies			
651 - Engraving & Stamp Center, INC	05 - Commemorative Gavel	11/09/2023	69.10
	Account 52110 - Office Supplies Totals	Invoice 1 Transactions	\$69.10
	Program 050000 - Main Totals	Invoice 1 Transactions	\$69.10
	Department 05 - Common Council Totals	Invoice 1 Transactions	\$69.10
Department 06 - Controller's Office			
Program 060000 - Main			



Board of Public Works Claim Register

Invoice Date Range 10/28/23 - 11/09/23

Account 47110 - Miscellaneous

6678 - Bloomington Urban Enterprise Association	06-Refund for check deposited in error-KC Designs	11/09/2023	433.90
	Account 47110 - Miscellaneous Totals	Invoice 1	<hr/> \$433.90
		Transactions	

Account 53910 - Dues and Subscriptions

371 - Pitney Bowes, INC	06-Mail Machine Analytics-7/26-10/25/23	11/09/2023	285.12
	Account 53910 - Dues and Subscriptions Totals	Invoice 1	<hr/> \$285.12
		Transactions	

Account 53990 - Other Services and Charges

391 - O. W. Krohn & Associates, LLP	06-prof serv in connection w/ general acct & TIF-through 9/30/23	11/09/2023	7,200.00
	Account 53990 - Other Services and Charges Totals	Invoice 1	<hr/> \$7,200.00
		Transactions	
	Program 060000 - Main Totals	Invoice 3	<hr/> \$7,919.02
		Transactions	
	Department 06 - Controller's Office Totals	Invoice 3	<hr/> \$7,919.02
		Transactions	

Department 07 - Engineering

Program 070000 - Main

Account 53990 - Other Services and Charges

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	07-IPhone Charger	11/09/2023	14.99
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	07-Otterbox, iPhone Case/Charger	11/09/2023	52.67
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	07-Otterbox Case for iPhone	11/09/2023	54.99
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	07-Jabra Headphones for New Hire Engineering Field Special	11/09/2023	134.41
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	07-Jabra Headphones (2 sets)for Z. Rogers & J. Inman	11/09/2023	239.82
53442 - Paragon Micro, INC	07-Bluebeam Revu Standard License (Zac Rogers)	11/09/2023	482.98
3444 - Rundell Ernstberger Associates, INC	07-On-Call Engineering Services-thru 9/30/23	11/09/2023	9,573.75



Board of Public Works Claim Register

Invoice Date Range 10/28/23 - 11/09/23

Account 53990 - Other Services and Charges Totals	Invoice 7	\$10,553.61
	Transactions	
Program 070000 - Main Totals	Invoice 7	\$10,553.61
	Transactions	
Department 07 - Engineering Totals	Invoice 7	\$10,553.61
	Transactions	
Department 09 - CFRD		
Program 090000 - Main		
Account 53960 - Grants		
205 - City Of Bloomington	09-CFRD Sponsorship for MLK Jr. Birthday Celebration Event 2024	11/09/2023 1,000.00
5261 - Realife Media, INC (The Warehouse)	09-The Warehouse-Violence Reduction Grant 2023-Full Amount	11/09/2023 18,716.00
	Account 53960 - Grants Totals	Invoice 2 \$19,716.00
		Transactions
	Program 090000 - Main Totals	Invoice 2 \$19,716.00
		Transactions
	Department 09 - CFRD Totals	Invoice 2 \$19,716.00
		Transactions
Department 10 - Legal		
Program 100000 - Main		
Account 53120 - Special Legal Services		
205 - City Of Bloomington	10-petty cash for Waivers Woodline Wangle & Westgate	11/09/2023 75.00
	Account 53120 - Special Legal Services Totals	Invoice 1 \$75.00
		Transactions
Account 53160 - Instruction		
4823 - NBI, INC (National Business Institute)	10-webinar-Concealed:Carry Law-Cate	11/09/2023 389.00
	Account 53160 - Instruction Totals	Invoice 1 \$389.00
		Transactions
	Program 100000 - Main Totals	Invoice 2 \$464.00
		Transactions
	Department 10 - Legal Totals	Invoice 2 \$464.00
		Transactions



Board of Public Works Claim Register

Invoice Date Range 10/28/23 - 11/09/23

Department **11 - Mayor's Office**

Program **110000 - Main**

Account **47080 - Other Reimbursements**

6894 - Devta Linda Kidd	11 - reimbursement for supplies for Innovation celebration	11/09/2023	91.44
	Account 47080 - Other Reimbursements Totals	Invoice 1	<u>\$91.44</u>
		Transactions	

Account **52420 - Other Supplies**

5819 - Synchrony Bank	11 - cake and supplies for Board & Commission appreciation event	11/09/2023	131.22
5819 - Synchrony Bank	11 - food for Board & Commission appreciation event	11/09/2023	57.95
	Account 52420 - Other Supplies Totals	Invoice 2	<u>\$189.17</u>
		Transactions	

Account **53990 - Other Services and Charges**

4201 - One World Catering & Events (Lennie's, INC)	11 - catering for Board & Commission appreciation event-10/24/23	11/09/2023	2,358.12
	Account 53990 - Other Services and Charges Totals	Invoice 1	<u>\$2,358.12</u>
		Transactions	
	Program 110000 - Main Totals	Invoice 4	<u>\$2,638.73</u>
		Transactions	
	Department 11 - Mayor's Office Totals	Invoice 4	<u>\$2,638.73</u>
		Transactions	

Department **12 - Human Resources**

Program **120000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC	12-envelopes	11/09/2023	4.76
	Account 52110 - Office Supplies Totals	Invoice 1	<u>\$4.76</u>
		Transactions	
	Program 120000 - Main Totals	Invoice 1	<u>\$4.76</u>
		Transactions	
	Department 12 - Human Resources Totals	Invoice 1	<u>\$4.76</u>
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 10/28/23 - 11/09/23

Department **13 - Planning**

Program **130000 - Main**

Account **52420 - Other Supplies**

7149 - Namify, LLC	13- Magnetic name tag for Joy Brown		11/09/2023	26.85
		Account 52420 - Other Supplies Totals	Invoice 1 Transactions	<hr/> \$26.85

Account **53320 - Advertising**

6891 - Gatehouse Media Indiana Holdings	13- Legal Ad Notice for Plan Commission ZO-34-23		11/09/2023	52.92
		Account 53320 - Advertising Totals	Invoice 1 Transactions	<hr/> \$52.92

Account **53990 - Other Services and Charges**

3663 - WSP USA, INC	13-Misc. Neighborhood Greenways (Primary) 8/5/23-9/30/23	BC 2020-109	11/09/2023	642.24
3663 - WSP USA, INC	13-Misc. Neighborhood Greenways (TO-#2) 8/26/23-09/30/23	BC 2020-109	11/09/2023	34,211.05
6235 - Toole Design Group, LLC	13- Safe Streets & Roads-All Action Plan Contract-thru 9/29/23	BC 2023-036	11/09/2023	8,687.12
		Account 53990 - Other Services and Charges Totals	Invoice 3 Transactions	<hr/> \$43,540.41
		Program 130000 - Main Totals	Invoice 5 Transactions	<hr/> \$43,620.18

Program **132000 - MPO**

Account **52420 - Other Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	13- Thank you cards for MPO Conference		11/09/2023	24.99
		Account 52420 - Other Supplies Totals	Invoice 1 Transactions	<hr/> \$24.99

Account **53990 - Other Services and Charges**

8932 - Bloomington Shuttle Service INC (Go Express Travel	13-Bloomington & Monroe County Bus Tour Mobile Workshop		11/09/2023	1,381.00
905 - Convention And Visitors Bureau Of Monroe County	13-Granola Bars, notecards, bookmarks, salsa for MPO Conference		11/09/2023	195.17



Board of Public Works Claim Register

Invoice Date Range 10/28/23 - 11/09/23

199 - Monroe County Government	13- MPO Convention Day 1-Stage/Food/Room Rental/Drinks	11/09/2023	14,890.14
199 - Monroe County Government	13-MPO Convention Day 2-Breakfast/Lunch/Room Chg/Serv Chg	11/09/2023	12,004.44
199 - Monroe County Government	13-MPO Convention Day 3-Breakfast/Room Chg/serv chg	11/09/2023	1,845.00
4201 - One World Catering & Events (Lennie's, INC)	13-Catering for MPO Welcome Reception-10/10/23	11/09/2023	1,269.36
Account 53990 - Other Services and Charges Totals		Invoice 6 Transactions	<u>\$31,585.11</u>
Program 132000 - MPO Totals		Invoice 7 Transactions	<u>\$31,610.10</u>
Department 13 - Planning Totals		Invoice 12 Transactions	<u>\$75,230.28</u>
Department 19 - Facilities Maintenance			
Program 190000 - Main			
Account 52310 - Building Materials and Supplies			
177 - Indiana Oxygen Company, INC	19 - Cylinder Rental, Torch Supplies	11/09/2023	44.40
8658 - Kleindorfer's Hardware LLC	19- 11 pk of AA batteries, 20 Key rings	11/09/2023	217.29
8658 - Kleindorfer's Hardware LLC	19 - 6 ea of cap screws and washers	11/09/2023	2.76
Account 52310 - Building Materials and Supplies Totals		Invoice 3 Transactions	<u>\$264.45</u>
Account 52430 - Uniforms and Tools			
19171 - Aramark Uniform & Career Apparel Group, INC	19 - Work pants for R. Flake-10/12/23	11/09/2023	12.41
Account 52430 - Uniforms and Tools Totals		Invoice 1 Transactions	<u>\$12.41</u>
Account 53510 - Electrical Services			
223 - Duke Energy	19-Fac Summary Elec Billing-08/29/23-10/02/23	BC 2010-23 11/01/2023	172.04
Account 53510 - Electrical Services Totals		Invoice 1 Transactions	<u>\$172.04</u>
Program 190000 - Main Totals		Invoice 5 Transactions	<u>\$448.90</u>



Board of Public Works Claim Register

Invoice Date Range 10/28/23 - 11/09/23

Department 19 - Facilities Maintenance Totals		Invoice 5 Transactions	\$448.90
Department 28 - ITS			
Program 280000 - Main			
Account 52420 - Other Supplies			
8670 - Barcodes Acquisition, INC. (Plasco LLC, DBA IDW)	28 - IDW - 500 DuraProx 26 Bit Proximity - Composite Cards	11/09/2023	2,349.50
Account 52420 - Other Supplies Totals		Invoice 1 Transactions	\$2,349.50
Account 53210 - Telephone			
1079 - AT&T	28-phone charges 9/20-10/19/23-#812 339-2261 261 1	11/01/2023	6,126.60
Account 53210 - Telephone Totals		Invoice 1 Transactions	\$6,126.60
Account 53640 - Hardware and Software Maintenance			
3989 - Ricoh USA, INC	28-Printers/Copiers ITS Portion 09/17/23-10/16/23	11/09/2023	135.54
3989 - Ricoh USA, INC	28 -Printers/Copiers ITS Portion 09/17/23-10/16/23	11/09/2023	1,880.99
Account 53640 - Hardware and Software Maintenance Totals		Invoice 2 Transactions	\$2,016.53
Account 53960 - Grants			
5849 - Wheeler Mission Ministries, INC	28-Wheeler Mission Digital Equity Grant	11/09/2023	2,700.00
Account 53960 - Grants Totals		Invoice 1 Transactions	\$2,700.00
Account 53990 - Other Services and Charges			
5534 - Presidio Holdings, INC	28 - Wifi in the Parks-Peoples Park Proj Closure-10/17/23	11/09/2023	6,024.17
5534 - Presidio Holdings, INC	28 - Wifi in the Parks-3rd St Park Proj Closure-9/22/23	11/09/2023	8,761.00
5534 - Presidio Holdings, INC	28 - Wifi in the Parks - Butler Hardware -3/7/23	11/09/2023	4,144.05
5534 - Presidio Holdings, INC	28 -Wifi in the Parks - Butler Hardware -3/16/23	11/09/2023	1,046.52



Board of Public Works Claim Register

Invoice Date Range 10/28/23 - 11/09/23

5534 - Presidio Holdings, INC	28 - Wifi in the Parks - Crestmont Kickoff-7/25/22	11/09/2023	2,152.75
5534 - Presidio Holdings, INC	28 - Wifi in the Parks - Butler Proj Closure Split-9/21/23	11/09/2023	11,183.51
Account 53990 - Other Services and Charges Totals		Invoice 6 Transactions	<u>\$33,312.00</u>
Account 54420 - Purchase of Equipment			
5534 - Presidio Holdings, INC	28 - Wifi in the Parks - Butler Proj Closure Split-9/21/23	11/09/2023	10,123.62
Account 54420 - Purchase of Equipment Totals		Invoice 1 Transactions	<u>\$10,123.62</u>
Program 280000 - Main Totals		Invoice 12 Transactions	<u>\$56,628.25</u>
Department 28 - ITS Totals		Invoice 12 Transactions	<u>\$56,628.25</u>
Fund 101 - General Fund (S0101) Totals		Invoice 78 Transactions	<u>\$192,845.82</u>
Fund 103 - Restricted Donations(ord 05-17)			
Department 06 - Controller's Office			
Program 400101 - Animal Medical Services			
Account 53130 - Medical			
6529 - BloomingPaws, LLC	01-Heartworm Treatment	11/09/2023	217.00
6529 - BloomingPaws, LLC	01-Vet visit and medication treatment	11/09/2023	45.88
6529 - BloomingPaws, LLC	01 - Spay/neuter surgeries	11/09/2023	700.50
175 - Monroe County Humane Association, INC	01-Spay/Neuter Surgeries	11/09/2023	789.00
Account 53130 - Medical Totals		Invoice 4 Transactions	<u>\$1,752.38</u>
Program 400101 - Animal Medical Services Totals		Invoice 4 Transactions	<u>\$1,752.38</u>
Program 400102 - Animal Supplies			
Account 52210 - Institutional Supplies			



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3929 - IDEXX Laboratories, INC	01-F/F Diagnostic Test Kits	11/09/2023	1,590.44
4633 - Midwest Veterinary Supply, INC	01 - antibiotics, anti parasitics	11/09/2023	1,288.79
4633 - Midwest Veterinary Supply, INC	01-Antibiotics, heartworm meds, syringes, antifungal	11/09/2023	908.69
4633 - Midwest Veterinary Supply, INC	01-Thermometer	11/09/2023	7.78
4633 - Midwest Veterinary Supply, INC	01-Probiotic, anti parasitic, nebulizer, sharps container	11/09/2023	388.19
4633 - Midwest Veterinary Supply, INC	01-Gloves, syringes	11/09/2023	116.45
4633 - Midwest Veterinary Supply, INC	01-Flavor for compounding meds	11/09/2023	59.94

Account 52210 - Institutional Supplies Totals	Invoice 7	<u>\$4,360.28</u>
Program 400102 - Animal Supplies Totals	Transactions Invoice 7	<u>\$4,360.28</u>
Department 06 - Controller's Office Totals	Transactions Invoice 11	<u>\$6,112.66</u>
Fund 103 - Restricted Donations(ord 05-17) Totals	Transactions Invoice 11	<u>\$6,112.66</u>
	Transactions	

Fund 153 - LIT – Economic Development

Department 04 - Economic & Sustainable Dev

Program 040000 - Main

Account 53960 - Grants

8560 - Wright Implement I, LLC	04: 2 batteries UTVs for Parks & Rec	11/09/2023	27,000.00
	Account 53960 - Grants Totals	Invoice 1	<u>\$27,000.00</u>
	Program 040000 - Main Totals	Transactions Invoice 1	<u>\$27,000.00</u>
	Department 04 - Economic & Sustainable Dev Totals	Transactions Invoice 1	<u>\$27,000.00</u>
		Transactions	

Department 12 - Human Resources

Program 120000 - Main



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Account **53990 - Other Services and Charges**

8799 - Stephen Anthony Johnson

12-hotel room expense, food charges \$419.23 11/09/2023 415.23

Account 53990 - Other Services and Charges Totals	Invoice 1	\$415.23
	Transactions	
Program 120000 - Main Totals	Invoice 1	\$415.23
	Transactions	
Department 12 - Human Resources Totals	Invoice 1	\$415.23
	Transactions	
Fund 153 - LIT – Economic Development Totals	Invoice 2	\$27,415.23
	Transactions	

Fund **160 - IFA CoronaVirus Relief Fnd21.019**

Department **06 - Controller's Office**

Program **G20018 - IFA Corona Virus Relief Fund**

Account **53990 - Other Services and Charges**

250 - Crowe LLP

12 - Classification and Compensation Study 2023 - 11/09/2023 12,061.00
September 2023

Account 53990 - Other Services and Charges Totals	Invoice 1	\$12,061.00
	Transactions	
Program G20018 - IFA Corona Virus Relief Fund Totals	Invoice 1	\$12,061.00
	Transactions	
Department 06 - Controller's Office Totals	Invoice 1	\$12,061.00
	Transactions	
Fund 160 - IFA CoronaVirus Relief Fnd21.019 Totals	Invoice 1	\$12,061.00
	Transactions	

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

Department **04 - Economic & Sustainable Dev**

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

Account **53310 - Printing**

5695 - 1818 Apparel Co., INC (dba Freethink AppareI)

04: TShirts (260) for Go Bloomington 11/09/2023 2,598.40

Account 53310 - Printing Totals	Invoice 1	\$2,598.40
	Transactions	



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Account 53960 - Grants

7532 - Christina Elem	04: Consulting Services for public art - C.Elam 8/22/23-9/14/23	11/09/2023	2,369.55
8075 - IFF (IFF Real Estate Services LLC)	04-SEEL-Facility Energy Assessments-Senior Owners Rep-Aug 2023	11/09/2023	2,557.50
8075 - IFF (IFF Real Estate Services LLC)	04-SEEL-Facility Energy Assessments-Senior Owners Rep-Sept 2023	11/09/2023	775.00
Account 53960 - Grants Totals		Invoice 3	\$5,702.05
Program G21005 - ARPA COVID Local Fiscal Recovery Totals		Transactions	
Department 04 - Economic & Sustainable Dev Totals		Invoice 4	\$8,300.45
		Transactions	
		Invoice 4	\$8,300.45
		Transactions	

Department 07 - Engineering

Program G21005 - ARPA COVID Local Fiscal Recovery

Account 54310 - Improvements Other Than Building

5149 - E&B Paving, INC	07-Allen-Patterson to Walnut-7/21-10/17/23-App 3	BC 2022-123	11/09/2023	79,628.03
7627 - River Town Construction, LLC	07-Henderson Street Improvement (CN)-one lump payment	BC 2022-110	11/09/2023	191,580.93
Account 54310 - Improvements Other Than Building Totals		Invoice 2	\$271,208.96	
Program G21005 - ARPA COVID Local Fiscal Recovery Totals		Transactions		
Department 07 - Engineering Totals		Invoice 2	\$271,208.96	
		Transactions		
		Invoice 2	\$271,208.96	
		Transactions		

Department 20 - Street

Program G21005 - ARPA COVID Local Fiscal Recovery

Account 52420 - Other Supplies

786 - Richard's Small Engine, INC	20-Helmet wheel suspensions & ratchet, Misc Supp for tree crew		11/09/2023	57.94
Account 52420 - Other Supplies Totals		Invoice 1	\$57.94	
Program G21005 - ARPA COVID Local Fiscal Recovery Totals		Transactions		
		Invoice 1	\$57.94	
		Transactions		



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Department 20 - Street Totals		Invoice 1	\$57.94
Fund 176 - ARPA Local Fiscal Recvry (S9512) Totals		Transactions	
		Invoice 7	\$279,567.35
		Transactions	
Fund 401 - Non-Reverting Telecom (S1146)			
Department 25 - Telecommunications			
Program 256000 - Services			
Account 54450 - Equipment			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28- Monitor GIS Team CapR	11/09/2023	335.86
Account 54450 - Equipment Totals		Invoice 1	\$335.86
Program 256000 - Services Totals		Transactions	
		Invoice 1	\$335.86
Department 25 - Telecommunications Totals		Transactions	
		Invoice 1	\$335.86
Fund 401 - Non-Reverting Telecom (S1146) Totals		Transactions	
		Invoice 1	\$335.86
		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 10/4/23	11/09/2023	3,000.00
Account 53120 - Special Legal Services Totals		Invoice 1	\$3,000.00
Program 060000 - Main Totals		Transactions	
		Invoice 1	\$3,000.00
Department 06 - Controller's Office Totals		Transactions	
		Invoice 1	\$3,000.00
Fund 405 - Non-Reverting Improve I(S0113) Totals		Transactions	
		Invoice 1	\$3,000.00
		Transactions	
Fund 450 - Local Road and Street(S0706)			



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Department **20 - Street**

Program **200000 - Main**

Account **53520 - Street Lights / Traffic Signals**

223 - Duke Energy	02-Rogers Rd Sidepath-elec chgs 09/16-10/17/23	BC 2019-099	11/01/2023	8.88
223 - Duke Energy	02-Tapp & Deborah-signal chgs 09/02-10/02/23		11/01/2023	44.46
223 - Duke Energy	02-Signal Summary Billing-elec chgs 08/30-10/03/23	BC 2018-03	11/01/2023	3,248.68
223 - Duke Energy	02-Street Light (Misc Lights)-09/02/23-10/02/23		11/01/2023	172.05
223 - Duke Energy	02-Street Light (Misc Lights)-08/30/23-10/10/23		11/01/2023	388.94
223 - Duke Energy	02-Street Light (Misc Lights)-09/21/23-10/20/23		11/01/2023	75.40
223 - Duke Energy	02-Street Light (Misc Lights) 08/23/23-10/24/23		11/01/2023	142.07
223 - Duke Energy	02-LED Conversion Projects/Streetscape Project 9/22/23-10/24/23		11/01/2023	450.12
Account 53520 - Street Lights / Traffic Signals Totals			Invoice 8	<u>\$4,530.60</u>
			Transactions	
Program 200000 - Main Totals			Invoice 8	<u>\$4,530.60</u>
			Transactions	
Department 20 - Street Totals			Invoice 8	<u>\$4,530.60</u>
			Transactions	
Fund 450 - Local Road and Street(S0706) Totals			Invoice 8	<u>\$4,530.60</u>
			Transactions	

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

Department **20 - Street**

Program **200000 - Main**

Account **52110 - Office Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	20-Office Supplies for Admin (Pens)		11/09/2023	42.52
Account 52110 - Office Supplies Totals			Invoice 1	<u>\$42.52</u>
			Transactions	



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Account 52210 - Institutional Supplies

313 - Fastenal Company	20-Safety glasses for crews/safety	11/09/2023	47.92
Account 52210 - Institutional Supplies Totals		Invoice 1	\$47.92
		Transactions	

Account 52340 - Other Repairs and Maintenance

4186 - Carrier & Gable, INC	20-16" LED PED for traffic signals	11/09/2023	1,600.00
313 - Fastenal Company	20- traffic crew (Torque wrench/Harness)	11/09/2023	372.72
480 - Proveli, LLC (Hall Signs, INC)	20-(10) Stop Signs	11/09/2023	538.50
336 - Southside Rental Center, INC	20-Propane for thermal cart	11/09/2023	95.20
Account 52340 - Other Repairs and Maintenance Totals		Invoice 4	\$2,606.42
		Transactions	

Account 52420 - Other Supplies

409 - Black Lumber Co. INC	20-Stanely tape for paving crew	11/09/2023	36.99
409 - Black Lumber Co. INC	20-Sand, metal blades and fold back knife for sidewalk crew	11/09/2023	41.43
409 - Black Lumber Co. INC	20-Heavy Staple Gun for paving crew	11/09/2023	21.99
409 - Black Lumber Co. INC	20-Push Broom, double head nail for concrete crew	11/09/2023	45.96
8658 - Kleindorfer's Hardware LLC	20-Credit for 5/8 SDS Bits (Inv 734598)	11/09/2023	(62.97)
2974 - MacAllister Machinery Co, INC	20-Plate & Flashing for Paver Machine	11/09/2023	317.36
2974 - MacAllister Machinery Co, INC	20-Parts for paver (plates,flashing)	11/09/2023	360.80
2974 - MacAllister Machinery Co, INC	20-Parts for paver (washer,bolts)	11/09/2023	187.00
2974 - MacAllister Machinery Co, INC	20-Parts for paver (plates,flashing)	11/09/2023	2,551.31
786 - Richard's Small Engine, INC	20- tree crew (chains & bar oil for saws)	11/09/2023	100.70
1743 - The Home City Ice Company	20-Ice for crews-85 7lb bags-9/22/23	11/09/2023	201.15



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Account 52420 - Other Supplies Totals		Invoice 11 Transactions	\$3,801.72
Account 53130 - Medical			
231 - IU Health OCC Health Services	20-DOT 5 Panel E Screen- Z. Eads-10/3/23	11/09/2023	50.00
Account 53130 - Medical Totals		Invoice 1 Transactions	\$50.00
Account 53240 - Freight / Other			
51575 - Ennis-Flint, INC	20-Shipping charges- pavement markings supplies- Inv 452145	11/09/2023	222.44
Account 53240 - Freight / Other Totals		Invoice 1 Transactions	\$222.44
Account 53510 - Electrical Services			
223 - Duke Energy	19-Fac Summary Elec Billing-08/29/23-10/02/23	BC 2010-23 11/01/2023	281.57
Account 53510 - Electrical Services Totals		Invoice 1 Transactions	\$281.57
Account 53610 - Building Repairs			
321 - Harrell Fish, INC (HFI)	20- SA - Installed new thermostat and filter	BC 2022-115 11/09/2023	785.14
321 - Harrell Fish, INC (HFI)	20 - SA - Cleared weep hole/installed new diaphragm mens restroo	BC 2022-116 11/09/2023	185.00
Account 53610 - Building Repairs Totals		Invoice 2 Transactions	\$970.14
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-10/4/23	11/09/2023	8.35
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-10/4/23	11/09/2023	38.47
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-10/11/23	11/09/2023	8.35
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-10/11/23	11/09/2023	38.47
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-10/18/23	11/09/2023	8.35
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-10/18/23	11/09/2023	38.47



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19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-10/25/23		11/09/2023	8.35
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-10/25/23		11/09/2023	38.47
Account 53920 - Laundry and Other Sanitation Services Totals			Invoice 8	\$187.28
			Transactions	
Account 53990 - Other Services and Charges				
3526 - Hawkins & Son Towing	20-Hook Fee to move vehicle from paving area		11/09/2023	135.00
8189 - Paragon Asset Recovery Services, LLC (Sedgwick)	20-Liability Claim for Peter Volpe-Claim #4A2210W289J		11/09/2023	5,000.00
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-10/11/23		11/09/2023	200.00
4780 - TraffTech, INC	20-Annual Service Charge for Diamond Maintenance Program Sign		11/09/2023	1,845.00
Account 53990 - Other Services and Charges Totals			Invoice 4	\$7,180.00
			Transactions	
Program 200000 - Main Totals			Invoice 34	\$15,390.01
			Transactions	
Department 20 - Street Totals			Invoice 34	\$15,390.01
			Transactions	
Fund 451 - Motor Vehicle Highway(S0708) Totals			Invoice 34	\$15,390.01
			Transactions	
Fund 452 - Parking Facilities(S9502)				
Department 26 - Parking				
Program 260000 - Main				
Account 52340 - Other Repairs and Maintenance				
3397 - Evens Time, INC	26-ordered two forcing rods for staff to repair gates		11/09/2023	360.00
Account 52340 - Other Repairs and Maintenance Totals			Invoice 1	\$360.00
			Transactions	
Account 53510 - Electrical Services				
223 - Duke Energy	19-Fac Summary Elec Billing-08/29/23-10/02/23	BC 2010-23	11/01/2023	2,538.95
223 - Duke Energy	15-Trades Garage-489 W. 10th-elec chgs 09/21/23- 10/20/23		11/01/2023	665.52



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		Account 53510 - Electrical Services Totals	Invoice 2 Transactions	\$3,204.47
Account 53610 - Building Repairs				
393 - Kone INC	26- Morton St Gar-Maintenance period-Oct 2023	BC 2023-004	11/09/2023	456.54
393 - Kone INC	26-Trades District Garage-Maintenance Period-Oct 2023	BC 2023-004	11/09/2023	913.08
393 - Kone INC	26-4th St Garage-Maintenance Period-Oct 2023	BC 2023-004	11/09/2023	913.08
393 - Kone INC	26-Walnut St Gar-elevator foreign object removed from track	BC 2023-004	11/09/2023	867.79
		Account 53610 - Building Repairs Totals	Invoice 4 Transactions	\$3,150.49
		Program 260000 - Main Totals	Invoice 7 Transactions	\$6,714.96
		Department 26 - Parking Totals	Invoice 7 Transactions	\$6,714.96
		Fund 452 - Parking Facilities(S9502) Totals	Invoice 7 Transactions	\$6,714.96
Fund 454 - Alternative Transport(S6301)				
Department 05 - Common Council				
Program 050000 - Main				
Account 54310 - Improvements Other Than Building				
10 - Bledsoe Riggert Cooper & James INC	07-Overhill Drive Sidewalk (3rd & 5th St)-100% Comp	BC 2023-033	11/09/2023	1,100.00
10 - Bledsoe Riggert Cooper & James INC	07-Overhill Sidewalks (3rd & 5th) 100% compl-9/30/23	BC 2023-033	11/09/2023	1,520.00
10 - Bledsoe Riggert Cooper & James INC	07-Liberty Sidewalk (3rd Street South) 90% complete-9/30/23	BC 2022-069	11/09/2023	684.00
		Account 54310 - Improvements Other Than Building Totals	Invoice 3 Transactions	\$3,304.00
		Program 050000 - Main Totals	Invoice 3 Transactions	\$3,304.00
		Department 05 - Common Council Totals	Invoice 3 Transactions	\$3,304.00
Department 26 - Parking				



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Program 260000 - Main

Account 53310 - Printing

53984 - Dri-Stick Decal Corp. (Rydin Decal)	26-permits for neighborhood contractors (1,000)	11/09/2023	2,312.69
53984 - Dri-Stick Decal Corp. (Rydin Decal)	26-zone permits (100)	11/09/2023	757.64
Account 53310 - Printing Totals		Invoice 2 Transactions	\$3,070.33

Account 53990 - Other Services and Charges

5605 - Photizo, LLC (Fish Window Cleaning)	26-4th st parking office window cleaning	11/09/2023	80.00
Account 53990 - Other Services and Charges Totals		Invoice 1 Transactions	\$80.00
Program 260000 - Main Totals		Invoice 3 Transactions	\$3,150.33
Department 26 - Parking Totals		Invoice 3 Transactions	\$3,150.33
Fund 454 - Alternative Transport(S6301) Totals		Invoice 6 Transactions	\$6,454.33

Fund 455 - Parking Meter Fund(S2141)

Department 26 - Parking

Program 260000 - Main

Account 53990 - Other Services and Charges

5605 - Photizo, LLC (Fish Window Cleaning)	26-4th st parking office window cleaning	11/09/2023	80.00
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	26-sign and post repair and install	11/09/2023	1,675.64
Account 53990 - Other Services and Charges Totals		Invoice 2 Transactions	\$1,755.64
Program 260000 - Main Totals		Invoice 2 Transactions	\$1,755.64
Department 26 - Parking Totals		Invoice 2 Transactions	\$1,755.64
Fund 455 - Parking Meter Fund(S2141) Totals		Invoice 2 Transactions	\$1,755.64



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Fund 456 - MVH Restricted

Department 20 - Street

Program 200000 - Main

Account 53730 - Machinery and Equipment Rental

351 - Young Trucking, INC	20-Truck & Trailer for moving paving equipment- 10/4/23		11/09/2023	218.75
	Account 53730 - Machinery and Equipment Rental Totals		Invoice 1	<u>218.75</u>
			Transactions	

Account 53990 - Other Services and Charges

7905 - IMS Infrastructure Management Services, LLC	20-Asset management data collection services- 10/15/23	BC 2021-81	11/09/2023	820.00
	Account 53990 - Other Services and Charges Totals		Invoice 1	<u>820.00</u>
			Transactions	
	Program 200000 - Main Totals		Invoice 2	<u>\$1,038.75</u>
			Transactions	
	Department 20 - Street Totals		Invoice 2	<u>\$1,038.75</u>
			Transactions	
	Fund 456 - MVH Restricted Totals		Invoice 2	<u>\$1,038.75</u>
			Transactions	

Fund 600 - Cumulative Cap Imprv(CIG)(S2379)

Department 02 - Public Works

Program 020000 - Main

Account 52330 - Street , Alley, and Sewer Material

5149 - E&B Paving, INC	20-Asphalt for patching Kinser 10/3/23	BC 2023-009A	11/09/2023	156.49
5149 - E&B Paving, INC	20-Asphalt for patching Gilbert Drive 10/4/23	BC 2023-009A	11/09/2023	154.11
334 - Irving Materials, INC	20-Concrete materials class A stone-2040 Rock Creek	BC 2023-008	11/09/2023	956.00
334 - Irving Materials, INC	20-Concrete Materials class A stone-Lindbergh & 15th	BC 2023-008	11/09/2023	596.00
365 - Rogers Group, INC	20-Sand for stock pile-6 cy		11/09/2023	144.00



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365 - Rogers Group, INC	20-#11 & #53 stone-71.19 tons-9/26-9/27/23	11/09/2023	783.20
336 - Southside Rental Center, INC	20-Propane for paving crew (tac machine)	11/09/2023	61.88
Account 52330 - Street , Alley, and Sewer Material Totals		Invoice 7	<hr/> \$2,851.68
Program 020000 - Main Totals		Transactions Invoice 7	<hr/> \$2,851.68
Department 02 - Public Works Totals		Transactions Invoice 7	<hr/> \$2,851.68
Fund 600 - Cumulative Cap Imprv(CIG)(S2379) Totals		Transactions Invoice 7	<hr/> \$2,851.68
		Transactions	

Fund **601 - Cumulative Capital Devlp(S2391)**

Department **02 - Public Works**

Program **020000 - Main**

Account **52330 - Street , Alley, and Sewer Material**

5149 - E&B Paving, INC	20- Asphalt for Paving Whitley Ct. Marie Ct & Anthony Ct 10/4/23	BC 2023-009A	11/09/2023	14,539.42
5149 - E&B Paving, INC	20-Credit for asphalt millings-Country Club/Tamarron/11th	BC 2023-009A	11/09/2023	(2,773.92)
5149 - E&B Paving, INC	20- Asphalt for Paving Whitley Court 10/5/23	BC 2023-009A	11/09/2023	3,102.93
5149 - E&B Paving, INC	20- Asphalt for Paving Carrington Ct 10/9/23	BC 2023-009A	11/09/2023	14,902.37
5149 - E&B Paving, INC	20- Asphalt for Paving Bridgestone Dr 10/10/23	BC 2023-009A	11/09/2023	8,332.38
5149 - E&B Paving, INC	20- Asphalt for Paving Roy Schmalz St 10/12/23	BC 2023-009A	11/09/2023	6,048.18
Account 52330 - Street , Alley, and Sewer Material Totals		Invoice 6		<hr/> \$44,151.36
		Transactions		

Account **54510 - Other Capital Outlays**

8629 - CE Hughes Milling, INC (The Airmarking Co)	20-2023 Pavement Marking Services Contract-7/10-7/14/23	BC 2023-017	11/09/2023	85,142.19
8629 - CE Hughes Milling, INC (The Airmarking Co)	20-2023 Pavement Marking Services Contract-7/17 & 7/21/23	BC 2023-017	11/09/2023	75,226.99
8629 - CE Hughes Milling, INC (The Airmarking Co)	20-2023 Pavement Marking Services Contract-7/25 & 7/26/23	BC 2023-017	11/09/2023	20,451.14



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8629 - CE Hughes Milling, INC (The Airmarking Co)	20-2023 Pavement Marking Services Contract-9/26/23	BC 2023-017	11/09/2023	8,376.79
5149 - E&B Paving, INC	20-CCMG 2023-1 E 3rd St-Mitchell/Eagleson-8/1-8/31/23-App 2	BC 2023-009A	11/09/2023	17,798.57
5149 - E&B Paving, INC	20-CCMG 2023-1- W Country Club-Walnut/Madison-8/1-8/31/23-App 2	BC 2023-009A	11/09/2023	6,976.87
5149 - E&B Paving, INC	20-CCMG 2023-1 E 3rd St-Overhill/Mitchell-8/1-8/31/23-App 2	BC 2023-009A	11/09/2023	59,333.81
	Account 54510 - Other Capital Outlays Totals		Invoice 7 Transactions	<u>\$273,306.36</u>
	Program 020000 - Main Totals		Invoice 13 Transactions	<u>\$317,457.72</u>
	Department 02 - Public Works Totals		Invoice 13 Transactions	<u>\$317,457.72</u>

Department **07 - Engineering**

Program **070000 - Main**

Account **54310 - Improvements Other Than Building**

10 - Bledsoe Riggert Cooper & James INC	07-RW staking, 1st St Reconstruction Utility Relocations-9/30/23		11/09/2023	1,250.00
10 - Bledsoe Riggert Cooper & James INC	07-Mores Creek/SE Park Train Imp-85% Comp-9/30/23	BC 2022-137	11/09/2023	1,506.00
	Account 54310 - Improvements Other Than Building Totals		Invoice 2 Transactions	<u>\$2,756.00</u>
	Program 070000 - Main Totals		Invoice 2 Transactions	<u>\$2,756.00</u>
	Department 07 - Engineering Totals		Invoice 2 Transactions	<u>\$2,756.00</u>
	Fund 601 - Cumulative Capital Devlp(S2391) Totals		Invoice 15 Transactions	<u>\$320,213.72</u>

Fund **730 - Solid Waste (S6401)**

Department **16 - Sanitation**

Program **160000 - Main**

Account **52420 - Other Supplies**

7076 - Beaver Research Company	16-Degreaser Soap for trucks		11/09/2023	563.75
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793 - Indiana Safety Company, INC	16-leather/gauge palm coated gloves	11/09/2023	621.60
793 - Indiana Safety Company, INC	16-leather gloves & vests	11/09/2023	259.00
793 - Indiana Safety Company, INC	16-leather gloves	11/09/2023	287.80
4574 - John Deere Financial f.s.b. (Rural King)	16-(2)Grease guns for trucks	11/09/2023	25.98
8658 - Kleindorfer's Hardware LLC	16-parts for the powerwasher	11/09/2023	20.17
4443 - The Sherwin Williams Company	16-Material for building repairs-foam	11/09/2023	27.76
Account 52420 - Other Supplies Totals		Invoice 7 Transactions	\$1,806.06
Account 53130 - Medical			
231 - IU Health OCC Health Services	16-DS DOT 5 Panel E Screen-D. Fields-9/27/23	11/09/2023	50.00
231 - IU Health OCC Health Services	16-DS DOT 5 Panel E Screen-S. French-9/27/23	11/09/2023	50.00
231 - IU Health OCC Health Services	16-DS Breath Alcohol Test DOT- C. Konermann-9/27/23	11/09/2023	50.00
231 - IU Health OCC Health Services	16-DS DOT 5 Panel E Screen-T. Brown-10/9/23	11/09/2023	50.00
231 - IU Health OCC Health Services	16-DS DOT 5 Panel E Screen-W. Porter-10/9/23	11/09/2023	50.00
231 - IU Health OCC Health Services	16-DS DOT 5 Panel E Screen-J. Wolford-10/9/23	11/09/2023	50.00
Account 53130 - Medical Totals		Invoice 6 Transactions	\$300.00
Account 53240 - Freight / Other			
7076 - Beaver Research Company	16-Degreaser Soap for trucks	11/09/2023	138.17
793 - Indiana Safety Company, INC	16-leather/gauge palm coated gloves	11/09/2023	60.09
793 - Indiana Safety Company, INC	16-leather gloves & vests	11/09/2023	35.08
793 - Indiana Safety Company, INC	16-leather gloves	11/09/2023	20.03
Account 53240 - Freight / Other Totals		Invoice 4 Transactions	\$253.37



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Account 53410 - Liability / Casualty Premiums

8189 - Paragon Asset Recovery Services, LLC (Sedgwick)	16-Insurance Claim 7/31/23 Danyel Spradling- #4A2307Z8BQT	11/09/2023	3,701.04
Frank Vilardo	16-Replacement cost of mailbox	11/09/2023	200.00
Account 53410 - Liability / Casualty Premiums Totals		Invoice 2 Transactions	\$3,901.04

Account 53510 - Electrical Services

223 - Duke Energy	19-Fac Summary Elec Billing-08/29/23-10/02/23	11/01/2023	22.04
Account 53510 - Electrical Services Totals		Invoice 1 Transactions	\$22.04

Account 53610 - Building Repairs

6378 - ANN-KRISS, LLC	16-Contract for Garage Exterior Repairs - payment 4 (final)	BC 2023-048 11/09/2023	5,408.00
Account 53610 - Building Repairs Totals		Invoice 1 Transactions	\$5,408.00

Account 53920 - Laundry and Other Sanitation Services

19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-10/11/23	11/09/2023	7.97
19171 - Aramark Uniform & Career Apparel Group, INC	16-Mat Services - 10/11/23	11/09/2023	26.76
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-10/18/23	11/09/2023	7.97
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-10/18/23	11/09/2023	26.76
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-10/25/23	11/09/2023	7.97
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-10/25/23	11/09/2023	26.76
Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 6 Transactions	\$104.19

Account 53950 - Landfill

52226 - Hoosier Transfer Station-3140	16-recycling fees-9/18-9/28/23	11/09/2023	1,746.16
52226 - Hoosier Transfer Station-3140	16-recycling fees-10/2-10/12/23	11/09/2023	2,301.35



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52226 - Hoosier Transfer Station-3140	16-trash disposal fees-9/16-9/30/23	11/09/2023	15,309.14
52226 - Hoosier Transfer Station-3140	16-trash disposal fees-10/2-10/14/23	11/09/2023	14,205.81
	Account 53950 - Landfill Totals	Invoice 4	<hr/> \$33,562.46
	Program 160000 - Main Totals	Transactions	
		Invoice 31	<hr/> \$45,357.16
	Department 16 - Sanitation Totals	Transactions	
		Invoice 31	<hr/> \$45,357.16
	Fund 730 - Solid Waste (S6401) Totals	Transactions	
		Invoice 31	<hr/> \$45,357.16
		Transactions	

Fund **800 - Risk Management(S0203)**

Department **10 - Legal**

Program **100000 - Main**

Account **52430 - Uniforms and Tools**

1448 - Shoe Carnival, INC	10-safety shoes-Olson (10)-8/30/23	11/09/2023	89.98
1448 - Shoe Carnival, INC	10-safety shoes- Large (11.5)-9/9/23	11/09/2023	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Grossman (8.5)-9/25/23	11/09/2023	79.98
1448 - Shoe Carnival, INC	10-safety shoes-Padget (13)-9/25/23	11/09/2023	89.98
1448 - Shoe Carnival, INC	10-safety shoes-Sowders (11)-9/29/23	11/09/2023	100.00
	Account 52430 - Uniforms and Tools Totals	Invoice 5	<hr/> \$459.94
		Transactions	

Account **53130 - Medical**

8942 - Sean Robert Breton	10-reimb for CDL physical-9/27/23	11/09/2023	100.00
8921 - Tamela L Bruce-Riney	10-reimb for CDL physical-10/02/23	11/09/2023	100.00
8935 - David C Pitman	10-reimb for CDL physical-9/22/23	11/09/2023	100.00
	Account 53130 - Medical Totals	Invoice 3	<hr/> \$300.00
		Transactions	



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Account 53420 - Worker's Comp & Risk

7792 - ONB Benefit Administration LLC (JWF Specialty)	10 -Worker's Comp 10.11.23 to 10.18.23	10/30/2023	1,496.25
7792 - ONB Benefit Administration LLC (JWF Specialty)	10 Workers Compensation Claims 10.19.23-11.1.23 Inv BL110223		23,272.73
Account 53420 - Worker's Comp & Risk Totals		Invoice 2	<u>\$24,768.98</u>
		Transactions	

Account 53990 - Other Services and Charges

3977 - Cigna Health & Life Insurance Company	12- October 2023 Cigna Dent/Vision	11/09/2023	2,492.71
Account 53990 - Other Services and Charges Totals		Invoice 1	<u>\$2,492.71</u>
		Transactions	
Program 100000 - Main Totals		Invoice 11	<u>\$28,021.63</u>
		Transactions	
Department 10 - Legal Totals		Invoice 11	<u>\$28,021.63</u>
		Transactions	
Fund 800 - Risk Management(S0203) Totals		Invoice 11	<u>\$28,021.63</u>
		Transactions	

Fund 801 - Health Insurance Trust

Department 12 - Human Resources

Program 120000 - Main

Account 53990 - Other Services and Charges

18539 - Life Insurance Company Of North America	12-October 2023, Bill Ref # 103094_10012023	11/09/2023	3,841.80
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$1276.02	11/02/2023	1,276.02
Account 53990 - Other Services and Charges Totals		Invoice 2	<u>\$5,117.82</u>
		Transactions	

Account 53990.1201 - Other Services and Charges Health Insurance

3928 - Aim Medical Trust	12 - November 2023 Medical Premiums	11/02/2023	1,014,639.72
Account 53990.1201 - Other Services and Charges Health Insurance Totals		Invoice 1	<u>\$1,014,639.72</u>
		Transactions	

Account 53990.1278 - Other Services and Charges Disability LTD



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18539 - Life Insurance Company Of North America	12-October 2023, Bill Ref # 103094_10012023	11/09/2023	9,855.74
Account 53990.1278 - Other Services and Charges Disability LTD Totals		Invoice 1	<u>\$9,855.74</u>
Program 120000 - Main Totals		Transactions	
Department 12 - Human Resources Totals		Invoice 4	<u>\$1,029,613.28</u>
Fund 801 - Health Insurance Trust Totals		Transactions	
		Invoice 4	<u>\$1,029,613.28</u>
		Transactions	
		Invoice 4	<u>\$1,029,613.28</u>
		Transactions	
Fund 802 - Fleet Maintenance(\$9500)			
Department 17 - Fleet Maintenance			
Program 170000 - Main			
Account 52110 - Office Supplies			
6530 - Office Depot, INC	17 - White on Label tape for shop	11/09/2023	37.98
Account 52110 - Office Supplies Totals		Invoice 1	<u>\$37.98</u>
		Transactions	
Account 52210 - Institutional Supplies			
313 - Fastenal Company	17 - first aid supplies-wound wipes, antibiotic ointment, splint	11/09/2023	108.29
Account 52210 - Institutional Supplies Totals		Invoice 1	<u>\$108.29</u>
		Transactions	
Account 52230 - Garage and Motor Supplies			
50605 - Bauer Built, INC	17 - Disposal fee for (8) commercial & (31) Light truck tires	11/09/2023	257.00
50605 - Bauer Built, INC	17 - Disposal fee for various tires - 10/10/23	11/09/2023	433.25
50605 - Bauer Built, INC	17 - various tires, metal valve & aluminum valve, Tire mount	11/09/2023	4,666.06
4693 - Monroe County Tire & Supply, INC	17 - Kenda K500 Turf 6 Ply	11/09/2023	140.25
4693 - Monroe County Tire & Supply, INC	17 - Service call for tire repair on backhoe 623 (our shop)	11/09/2023	265.81
4693 - Monroe County Tire & Supply, INC	17 - (4) F'stone tranforce AT2 tires for 418	11/09/2023	788.80



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Account 52230 - Garage and Motor Supplies Totals		Invoice 6 Transactions	\$6,551.17
Account 52240 - Fuel and Oil			
7854 - Premier AG CO-OP, INC (Premier Energy)	17-fuel-87 Regular (7,993 gallons)-10/11/23	BC 2022-109D 11/09/2023	24,889.40
7854 - Premier AG CO-OP, INC (Premier Energy)	17-fuel-B5 PDX4 Clear Winter on Road (7,285 gallons)-10/11/23	BC 2022-109D 11/09/2023	26,205.60
7854 - Premier AG CO-OP, INC (Premier Energy)	17-fuel-B5 PDX4 Clear Winter on Road (7,297 gallons)-10/20/23	BC 2022-109D 11/09/2023	27,670.95
Account 52240 - Fuel and Oil Totals		Invoice 3 Transactions	\$78,765.95
Account 52320 - Motor Vehicle Repair			
7432 - BEC Enterprises LLC (Brown Equipment Company)	17 - #598 parts and labor for repairs	11/09/2023	9,025.95
244 - Bloomington Ford, INC	17 - Spacer	11/09/2023	10.63
244 - Bloomington Ford, INC	17 - TPMS sensor	11/09/2023	62.72
244 - Bloomington Ford, INC	17 - Windshield Pillar Trim Moulding	11/09/2023	81.44
244 - Bloomington Ford, INC	17 - Spark plug, Gasket and Hego Sensor for P127	11/09/2023	125.50
244 - Bloomington Ford, INC	17 - various parts & labor for outside service vehicle A147	11/09/2023	168.90
244 - Bloomington Ford, INC	17 - various parts & labor charges - outside service-#246	11/09/2023	26.25
244 - Bloomington Ford, INC	17 - various parts & Labor for outside service vehicle#1216	11/09/2023	380.52
244 - Bloomington Ford, INC	17 - credit for returned Bearing cups from Inv# 5081145	11/09/2023	(47.62)
244 - Bloomington Ford, INC	17 - credit for returned starter motor assembly Inv 5080930	11/09/2023	(271.37)
5792 - Clark Truck Equipment Co., INC	17 - Stock snow equipment parts; chains	11/09/2023	2,800.00
594 - Curry Auto Center, INC	17 - Exchange SL-N-Valve for the correct one for 293	11/09/2023	10.14
594 - Curry Auto Center, INC	17 - #293 parts and labor for repairs	11/09/2023	268.15
8665 - Effingham Crossroads Truck Equipment INC	17- #442 swivel fitting	11/09/2023	23.50



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4046 - Heritage-Crystal Clean, INC	17 - antifreeze	11/09/2023	701.74
4044 - Industrial Hydraulics, INC	17 -(4) female pipe tee,(4) pipe bushing,(12) male adapters	11/09/2023	100.00
4044 - Industrial Hydraulics, INC	17 -(40) coupling set, holmbury, thinwall for stock	11/09/2023	2,529.58
455 - Industrial Service & Supply, INC	17 - 90 deg. male elbow	11/09/2023	10.57
455 - Industrial Service & Supply, INC	17 - (12) JIC Bulkhead Adpt. for stock	11/09/2023	178.32
796 - Interstate Battery System of Bloomington, INC	17 - battery for City vehicle #851	11/09/2023	205.00
796 - Interstate Battery System of Bloomington, INC	17 - Batteries for stock-31-MHD, MT-51, MTP-65HD	11/09/2023	259.52
293 - J&S Locksmith Shop, INC	17 - Ignition Switch for 839	11/09/2023	71.88
6763 - Jacobi Sales, INC	17 - unit 707 switch and knob	11/09/2023	71.74
908 - JB Salvage (Westside Auto Parts)	17 - 1 1/2 x 1 1/2 x 1/8 24' sq tube for 9300 Sanitation	11/09/2023	30.50
4574 - John Deere Financial f.s.b. (Rural King)	17 - #851- spray paint	11/09/2023	27.96
4439 - JX Enterprises, INC	17 -2 QT Reservoir, 4" Bracket, V-Clamp band&Circular Gasket-438	11/09/2023	410.56
4439 - JX Enterprises, INC	17 - V Ribbed belt & Alternator for 465	11/09/2023	547.37
4439 - JX Enterprises, INC	17 - credit for returned Windshield washer	11/09/2023	(63.99)
4439 - JX Enterprises, INC	17 - credit for returned Screw, oring seal, injector sleeve,core	11/09/2023	(389.72)
53385 - O'Reilly Automotive Stores, INC	17 - Cooler Hose for 438	11/09/2023	34.36
53385 - O'Reilly Automotive Stores, INC	17 - Wiring Kit for 297	11/09/2023	45.89
53385 - O'Reilly Automotive Stores, INC	17 - Stat Housing, Water pump & outlet gasket for 1211	11/09/2023	118.32
53385 - O'Reilly Automotive Stores, INC	17 - Park Assist for P127	11/09/2023	213.99
53385 - O'Reilly Automotive Stores, INC	17 - Alternator & core charge for 884	11/09/2023	284.99
53385 - O'Reilly Automotive Stores, INC	17-Reman Compressor w/core charge, Expansion valve, AC Condenser	11/09/2023	499.65



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53385 - O'Reilly Automotive Stores, INC	17-Oil pan&gasket, O/P screen, water pump, quick-strutforcharger	11/09/2023	1,025.31
53385 - O'Reilly Automotive Stores, INC	17 - credit for returned A/trans seal-Inv #1903-390344	11/09/2023	(6.50)
53385 - O'Reilly Automotive Stores, INC	17-credi-returned New Compress & core chg-Inv 1903-394665	11/09/2023	(347.11)
4547 - Riddle Tractor Sales (Lawrence County Equip.)	17 - #760 seat assembly	11/09/2023	357.30
54351 - Sternberg, INC	17 - Valve	11/09/2023	39.15
54351 - Sternberg, INC	17 - fittings for 432	11/09/2023	43.65
54351 - Sternberg, INC	17 - Valve for 429	11/09/2023	332.01
54351 - Sternberg, INC	17 - Fuel tank for 432	11/09/2023	1,433.46
5333 - Total Truck Parts, INC	17 - #963 governor-1200+	11/09/2023	105.49
582 - Town & Country Chrysler Dodge Jeep, INC	17 - tire pressure sensor for 419	11/09/2023	47.64
582 - Town & Country Chrysler Dodge Jeep, INC	17 - Power steering fluid for stock	11/09/2023	141.00
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - Valve for 4461	11/09/2023	566.42
7555 - VoMac Truck Sales & Service INC	17 - control valve for stock	11/09/2023	524.84
2096 - West Side Tractor Sales CO.	17 - 2 elbows for 648	11/09/2023	346.78
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - Ignition Coil Assembly, spark plugs	11/09/2023	605.52
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - Ignition coil assemblies (2)-Unit # P127	11/09/2023	112.00
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - Ignition coil assemblies (4)-Unit #P127	11/09/2023	224.00
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - ignition Coil assemblies (4)-Unit #P138	11/09/2023	224.00
Account 52320 - Motor Vehicle Repair Totals		Invoice 53 Transactions	<u>\$24,327.90</u>
Account 52420 - Other Supplies			
409 - Black Lumber Co. INC	17 - Yellow Jacket outlet surges	11/09/2023	33.98



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177 - Indiana Oxygen Company, INC	17 - gases for torch and welding equipment - 9/30/23		11/09/2023	279.90
8181 - Lawson Products, INC	17 - 6 inch wire cutters/strippers		11/09/2023	69.09
3286 - Peacetree, INC (PEI Maintenance)	7 - fuel pump parts, nozzles, hoses swivels and etc		11/09/2023	1,431.48
6216 - Terminal Supply, INC	17 - shop supplies drill bits, fuses, battery terminals and etc		11/09/2023	188.61
Account 52420 - Other Supplies Totals			Invoice 5 Transactions	<u>\$2,003.06</u>
Account 53510 - Electrical Services				
223 - Duke Energy	19-Fac Summary Elec Billing-08/29/23-10/02/23		11/01/2023	212.60
Account 53510 - Electrical Services Totals			Invoice 1 Transactions	<u>\$212.60</u>
Account 53610 - Building Repairs				
321 - Harrell Fish, INC (HFI)	17 - repairs to the car wash and in the parts room	BC 2022-115	11/09/2023	250.79
321 - Harrell Fish, INC (HFI)	17-parts/repair-Backflow Leaking	BC 2022-116	11/09/2023	1,452.24
Account 53610 - Building Repairs Totals			Invoice 2 Transactions	<u>\$1,703.03</u>
Account 53620 - Motor Repairs				
7432 - BEC Enterprises LLC (Brown Equipment Company)	17 - #598 parts and labor for repairs		11/09/2023	4,603.95
244 - Bloomington Ford, INC	17 - various parts & labor for outside service vehicle A147		11/09/2023	31.95
244 - Bloomington Ford, INC	17 - various parts & labor charges - outside service-#246		11/09/2023	175.00
244 - Bloomington Ford, INC	17 - various parts & Labor for outside service vehicle#1216		11/09/2023	624.95
594 - Curry Auto Center, INC	17 - #293 parts and labor for repairs		11/09/2023	1,075.95
4044 - Industrial Hydraulics, INC	17 - repair of cylinders		11/09/2023	2,447.07
52607 - Jim's Custom Trim Shop	17 - #765 set repair		11/09/2023	558.23
4474 - Ken's Westside Service & Towing, LLC	17 - Replace PF Wheel with spare on Unit# 1228-10/23/23		11/09/2023	75.00



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4474 - Ken's Westside Service & Towing, LLC	17 - Tow for Unit #1200-10/26/23	11/09/2023	100.00
4474 - Ken's Westside Service & Towing, LLC	17 - towing Unit #1216-10/23/23	11/09/2023	100.00
4474 - Ken's Westside Service & Towing, LLC	17 - towing Unit #P125-10/24/23	11/09/2023	100.00
4474 - Ken's Westside Service & Towing, LLC	17 - towing-Unit #131-10/17/23	11/09/2023	117.00
4474 - Ken's Westside Service & Towing, LLC	17 -Unit #395-50 ton rotator per hour (2)-10/17/23	11/09/2023	450.00
4474 - Ken's Westside Service & Towing, LLC	17 -towing Unit #395-10/20/23	11/09/2023	1,125.00
6476 - Samuel D Wray (Wray Automotive)	17 - Unit #1207 alignment	11/09/2023	50.00
Account 53620 - Motor Repairs Totals		Invoice 15 Transactions	\$11,634.10
Account 53650 - Other Repairs			
4046 - Heritage-Crystal Clean, INC	17 - drain clean	11/09/2023	2,000.57
Account 53650 - Other Repairs Totals		Invoice 1 Transactions	\$2,000.57
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals - 10/11/2023	11/09/2023	20.18
19171 - Aramark Uniform & Career Apparel Group, INC	17 - mat and towel rentals - 10/11/2023	11/09/2023	88.90
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals - 10/18/2023	11/09/2023	20.18
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Mat & towel rentals - 10/18/2023	11/09/2023	88.90
Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 4 Transactions	\$218.16
Program 170000 - Main Totals		Invoice 92 Transactions	\$127,562.81
Department 17 - Fleet Maintenance Totals		Invoice 92 Transactions	\$127,562.81
Fund 802 - Fleet Maintenance(\$9500) Totals		Invoice 92 Transactions	\$127,562.81
Fund 804 - Insurance Voluntary Trust			



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Department **12 - Human Resources**

Program **120000 - Main**

Account **47090.1241 - Employee Contributions Vision**

3977 - Cigna Health & Life Insurance Company	12- October 2023 Cigna Dent/Vision	11/09/2023	9,647.63
Account 47090.1241 - Employee Contributions Vision Totals		Invoice 1 Transactions	\$9,647.63

Account **53990.1271 - Other Services and Charges Section 125 - URM- City**

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/30/2023	16.50
17785 - The Howard E. Nyhart Company, INC	12-City URM	10/30/2023	50.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	11/02/2023	50.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	11/03/2023	39.41
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals		Invoice 4 Transactions	\$155.91

Account **53990.1273 - Other Services and Charges Term Life**

18539 - Life Insurance Company Of North America	12-October 2023, Bill Ref # 103094_10012023	11/09/2023	18,724.19
Account 53990.1273 - Other Services and Charges Term Life Totals		Invoice 1 Transactions	\$18,724.19

Account **53990.1277 - Other Services and Charges Disability STD**

18539 - Life Insurance Company Of North America	12-October 2023, Bill Ref # 103094_10012023	11/09/2023	9,113.63
Account 53990.1277 - Other Services and Charges Disability STD Totals		Invoice 1 Transactions	\$9,113.63

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

17785 - The Howard E. Nyhart Company, INC	12-Util URM	10/30/2023	12.82
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/30/2023	23.95
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals		Invoice 2 Transactions	\$36.77



Board of Public Works Claim Register

Invoice Date Range 10/28/23 - 11/09/23

Account **53990.1283 - Other Services and Charges Health Savings Account**

17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA Employee Contribution 11-03-2023	11/02/2023	22,760.92
Account 53990.1283 - Other Services and Charges Health Savings Account Totals		Invoice 1	<u>\$22,760.92</u>
Program 120000 - Main Totals		Transactions	
Department 12 - Human Resources Totals		Invoice 10	<u>\$60,439.05</u>
Fund 804 - Insurance Voluntary Trust Totals		Transactions	
Grand Totals		Invoice 10	<u>\$60,439.05</u>
		Transactions	
		Invoice 10	<u>\$60,439.05</u>
		Transactions	
		Invoice 330	<u>\$2,171,281.54</u>
		Transactions	

REGISTER OF CLAIMS
Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/09/23	Claims				\$2,171,281.54
					<u>\$2,171,281.54</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$2,171,281.54

Dated this 8th day of November year of 2023.

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

Jane Kupersmith, 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 Office _____