Board of Public Works Meeting July 30, 2024



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 at april.rosenberger@bloomington.in.gov 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 July 30, 2024

A Regular Meeting of the Board of Public Work will be held **Tuesday**, **July 30**, **2024 at 5:30 p.m**. in the Council Chambers (RM# 115) of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana and via <u>Zoom</u> by using the following link

https://bloomington.zoom.us/j/84986911147?pwd=aIau3MfRAbdI9vuualGC4nP9bZrgxb.1 Meeting ID: 849 8691 1147 Passcode: 132223

I. MESSAGES FROM BOARD MEMBERS

II. <u>PETITIONS AND REMONSTRANCES</u>

III. CONSENT AGENDA

- 1. Resolution 2024-042; Written Approval of Payments Pre-Approved by Controller for Special Purchase
- 2. Resolution 2024-043; Approval of Special Purchase under Emergency Conditions for Storm Clean-Up
- 3. Street Sweeping Memorandum of Understanding between City of Bloomington Utilities and Public Works
- 4. Change Order #1 for Moores Pike Trail SE Park Improvements
- 5. Sidewalk and Lane Closure Request from Service Solutions of Bloomington on N. College Ave.
- 6. Contract E&B Paving for W 3rd St from Franklin Rd to Patterson Dr. Project
- 7. Approval of Minutes; July 02, 2024
- 8. Approval of Minutes; July 16, 2024.
- 9. Lane, Bike Lane, and Sidewalk Closure Request from Duke Energy on W. 11th Street
- 10. Alley Closure and Metered Parking Reservation Request from Fox Property & Development
- 11. Sidewalk Closure Request from Dishman Construction Adjacent to 1115 N. College Ave.
- 12. Sidewalk Closure Extension Request from Reed & Sons on E. 9th Street
- 13. Outdoor Lighting Service Agreement with Duke Energy for Courthouse Square Lights
- 14. Approval of Payroll

IV. <u>NEW BUSINESS</u>

- 1. Sidewalk and Alley Closure and Metered Parking Lane Reservation Request from F.A. Wilhelm adjacent to 400 E. 7th Street
- 2. Sidewalk, Parking Lane & Alley Closure Request from Gilliatte General Contractors on S. Washington Street
- 3. Contract with Milestone Contractors, LP for the Downtown Street Maintenance Project
- 4. Lane & Road Closure Request from Reed & Sons adjacent to Miller Showers Park
- 5. Lane & Sidewalk Closure Extension Request from AEG
- 6. Lane & Sidewalk Closure Request from AEG
- 7. Contract with Browning Chapman, LLC for the Walnut Street Garage Repairs Project

V. <u>STAFF REPORTS & OTHER BUSINESS</u>

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

VII. <u>ADJOURNMENT</u>

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 <u>april.rosenberger@bloomington.in.gov</u> 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.

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

Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call 812.349.3411 or email <u>public.works@bloomington.in.gov</u>



Board of Public Works

Staff Report

Project/Event:	Resolution 24-42
Petitioner/Representative:	City of Bloomington
Staff Representative:	Aleksandrina Pratt
Date:	July 30, 2024

Report:

Under Indiana law, the Board must issue prior written approval of payments pre-approved by the controller for a special purchase under emergency conditions. Resolution 24-42 gives the necessary prior written approval.

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS RESOLUTION 2024-42

A WRITTEN APPROVAL OF PAYMENTS PRE-APPROVED BY THE CONTROLLER AND APPROVAL OF SPECIAL PURCHASE UNDER EMERGENCY CONDITIONS

WHEREAS, in accordance with Indiana Code § 36-9-6-2, the Board of Public Works ("Board") shall supervise the streets, alleys, public grounds, and other property of the City of Bloomington ("City"), and shall keep them in repair and good condition. The Board shall also provide for the cleaning of the City streets and alleys; and,

WHEREAS, in accordance with Indiana Code § 36-9-6-8, the Board may, by contract or otherwise, clean and sprinkle any public place within the City; and,

WHEREAS, in accordance with Indiana Code § 5-22-10-4, the Board may make a special purchase when there exists, under emergency conditions, a threat to public health, welfare, or safety; and,

WHEREAS, in accordance with Indiana Code § 5-22-10-1, the Board may make a special purchase under emergency conditions without soliciting bids or proposals;

WHEREAS, in accordance with Indiana Code § 5-22-10-3, the Board shall maintain the contract records for a special purchase in a separate file and shall include in the contract file a written determination of the basis for the special purchase and the selection of a particular contractor. The record must also contain each contractor's name, the amount and type of the contract, and a description of the supplies purchased under each contract; and,

WHEREAS, in accordance with Indiana Code § 36-4-8-14 and Bloomington Municipal Code 2.26.085, the controller is authorized to pay expenses that must be paid because of emergency circumstances prior to Board approval provided that: the Board has issued prior written approval of these pre-approved payments and the Board reviews and allows the claim at its next regular meeting following the pre-approved payment of expense; and

WHEREAS, on June 25, 2024, a thunderstorm with wind gusts of up to 78 mph swept through the City, uprooting and breaking tress, and causing major power outages; and

WHEREAS, the City partnered with Williams Tree Company of Martinsville to collect trees and vegetation debris from the storm in an effort to clear the right-of-way and help residents that have been affected by the storm.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF PUBLIC WORKS THAT:

1. A written approval of payments pre-approved by the controller in connection with claims under the jurisdiction of the Board is issued.

2. The thunderstorm that swept through the City on June 25, 2024, created an emergency condition that justifies a special purchase.

3. The payment that was pre-approved by the controller in the not-to-exceed amount of \$150,000 (Exhibit A, Emergency Purchase Justification Form) for this special purchase is approved.

4. A separate file for the records of this special purchase is created.

ADOPTED THIS 30th DAY OF JULY, 2024 BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

City of Bloomington Emergency Purchase Justification Form

Williams Tree Company LLC Vendor:

Amount:

DNE \$150.000

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

PURCHASE INFORMATION

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

Due to storms that took place on Tuesday, June 25, 2024 the City of Bloomington experienced heavy vegetation damage throughout the City that exceeds our current capacity. The County issued an Emergency Declaration the following day due to the extent of the damage caused by the storm.

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

The urban forester estimates that approximately 2% of the City's trees were damaged or downed, representing approximately 2,000 - 3,000 trees that are currently hindering passage of the right- of- way. This scope of work exceeds the capacity of the Street Division and requires assistance from the selected vendor. Their assistance will ensure that Public Works is able to get roads, sidewalks, and pathways accessible and passible for the residents of Bloomington as we recover from this event.

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

Due to the unforeseen damage created by this storm we are unable to remove the materials due to the extensive amount on the ground. In addition this has been declared an emergency situation requiring additional appropriations to expedite a return to normal operations that could not have been mitigated or planned for in advance.

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

Public Works staff reached out to four commercial vegetation removal contractors with Williams Tree Service LLC being the only responsive vendor. Their proposal and letters of recommendation have been attached to the original submission request.

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

Michael Large	. 1
Print/Type Name	
IAA.	WINA
Vaura	

Department Head Signature

Special Projects/Operations Public Works Print/Type Title June 28, 2004 Date

812-360-7268 **Telephone Number**

Department

Amount:	\$1
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50.000.00

Budget Line:	101-02-20000-53170
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Date:__

Approved by:

Jessica McClellan - Controller



Board of Public Works

Staff Report

Project/Event:	
Petitioner/Representative:	
Staff Representative:	
Date:	

Resolution 24-43 City of Bloomington Aleksandrina Pratt July 30, 2024

Report:

The controller pre-approved a special purchase in connection with clearing trees and vegetation debris caused by the storm that swept through Bloomington on June 25, 2024. Staff is requesting that the Board approve the pre-approved purchase in an amount not to exceed \$500,000.

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS RESOLUTION 2024-43

APPROVAL OF SPECIAL PURCHASE UNDER EMERGENCY CONDITIONS FOR STORM DEBRIS CLEAN UP

WHEREAS, in accordance with Indiana Code § 36-9-6-2, the Board of Public Works ("Board") shall supervise the streets, alleys, public grounds, and other property of the City of Bloomington ("City"), and shall keep them in repair and good condition. The Board shall also provide for the cleaning of the City streets and alleys; and,

WHEREAS, in accordance with Indiana Code § 36-9-6-8, the Board may, by contract or otherwise, clean and sprinkle any public place within the City; and,

WHEREAS, in accordance with Indiana Code § 5-22-10-4, the Board may make a special purchase when there exists, under emergency conditions, a threat to public health, welfare, or safety; and,

WHEREAS, in accordance with Indiana Code § 5-22-10-1, the Board may make a special purchase under emergency conditions without soliciting bids or proposals; and

WHEREAS, in accordance with Indiana Code § 36-4-8-14, Bloomington Municipal Code 2.26.085, and Resolution 24-42, the Board has issued a written approval of payments pre-approved by the controller for a special purchase under emergency conditions; and

WHEREAS, on June 25, 2024, a thunderstorm with wind gusts of up to 78 mph swept through the City, uprooting and breaking tress, and causing major power outages; and

WHEREAS, the City partnered with Williams Tree Company of Martinsville to collect trees and vegetation debris from the storm in an effort to clear the right-of-way and help residents that have been affected by the storm; and

WHEREAS, the controller approved payment of expenses for the collection of trees and vegetation throughout the City in the not-to-exceed amount of \$150,000 (Exhibit A) and \$350,000 (Exhibit B).

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF PUBLIC WORKS THAT:

1. The thunderstorm that swept through the City on June 25, 2024, created an emergency condition that justifies a special purchase.

2. The payment that was pre-approved by the controller in the not-to-exceed amount of \$150,000 (Exhibit A) and \$350,000 (Exhibit B) for this special purchase is approved.

3. A separate file for the records of this special purchase is created.

ADOPTED THIS 30th DAY OF JULY, 2024 BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

City of Bloomington Emergency Purchase Justification Form

Williams Tree Company LLC Vendor:

Amount:

DNE \$150.000

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

PURCHASE INFORMATION

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

Due to storms that took place on Tuesday, June 25, 2024 the City of Bloomington experienced heavy vegetation damage throughout the City that exceeds our current capacity. The County issued an Emergency Declaration the following day due to the extent of the damage caused by the storm.

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

The urban forester estimates that approximately 2% of the City's trees were damaged or downed, representing approximately 2,000 - 3,000 trees that are currently hindering passage of the right- of- way. This scope of work exceeds the capacity of the Street Division and requires assistance from the selected vendor. Their assistance will ensure that Public Works is able to get roads, sidewalks, and pathways accessible and passible for the residents of Bloomington as we recover from this event.

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

Due to the unforeseen damage created by this storm we are unable to remove the materials due to the extensive amount on the ground. In addition this has been declared an emergency situation requiring additional appropriations to expedite a return to normal operations that could not have been mitigated or planned for in advance.

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

Public Works staff reached out to four commercial vegetation removal contractors with Williams Tree Service LLC being the only responsive vendor. Their proposal and letters of recommendation have been attached to the original submission request.

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

Michael Large	. 1
Print/Type Name	
IAA.	WINA
Vaura	

Department Head Signature

Special Projects/Operations Public Works Print/Type Title June 28, 2004 Date

812-360-7268 **Telephone Number**

Department

Amount:	\$1
---------	-----

50.000.00

Budget Line:	101-02-20000-53170
--------------	--------------------

Date:__

Approved by:

Jessica McClellan - Controller

City of Bloomington Emergency Purchase Justification Form

Vendor: Williams Tree Company LLC

Amount:

DNE \$350,000

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

PURCHASE INFORMATION

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

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

Public Works staff reached out to four commercial vegetation removal contractors with Williams Tree Service LLC being the only responsive vendor. Their proposal and letters of recommendation have been attached to the original submission request.

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

Adam Wason		Public Works Director	Public Works
Print/Type Name Department Head Signature		Print/Type Title	Department
		July 15, 2024 Date	812-349-3516 Telephone Number
Amount:	\$350,000.00	Budget Lin	e: <u>101-02-20000-53170</u>
Approved by:_			Date:
	Jessica McClellan - Control	ler	

TO:	Utilities Service Board and Board of Public Works
FROM:	Chris Wheeler, City Legal
RE:	Request Approval of Street Sweeping MOU between CBU and Public Works
Date:	July 30, 2024

This Staff Report briefly outlines the proposed Street Sweeping MOU between CBU and Public Works. This MOU addresses the division of responsibilities for street sweeping operations between the two departments, a transfer of assets from Public Works to Utilities and where to dispose of street sweeping spoils. Essentially, CBU will be responsible for all regular, routine street sweeping on a day to day basis as well as at special events while Public Works will be responsible for street sweeping for call outs and paving operations throughout the City. All spoils will (excepting millings) will be disposed of in roll off containers kept and maintained by CBU. CBU will be responsible for final disposal. Finally, Public Works has street sweeping assets that it will transfer to CBU as listed in the MOU.

Staff Recommendation:	Staff recommends approval of this MOU by USB and BPW.
Board Action:	USB is scheduled to discuss and vote on the MOU on Monday, July 15, 2024. BPW is scheduled to discuss and vote on the MOU on Tuesday, July 16, 2024.
Remaining Action:	No further action required after board approval.

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BLOOMINGTON UTILITIES AND THE CITY OF BLOOMINGTON DEPARTMENT OF PUBLIC WORKS FOR STREET SWEEPING

This Memorandum of Understanding ("MOU") is entered into by and between the City of Bloomington Utilities Department ("CBU") by and through its Utilities Service Board ("USB") and the City of Bloomington Public Works Department ("DPW") by and through the Board of Public Works ("BPW").

WHEREAS, the City of Bloomington, Indiana ("City"), pursuant to statutory authority set out in Indiana Code Sections 36-4-9-4 and 36-4-9-5, has established a Department of Public Works which has in turn established the Street Division ("Street") which acts by and through the City's Board of Public Works, and pursuant to statutory authority set out in Indiana Code Section 36-9-23-3, has established the City of Bloomington Utilities Department which acts by and through its Utilities Service Board, who are collectively referred to as the Parties throughout this MOU; and

WHEREAS, Street is engaged in the ongoing operation of street sweeping throughout the City's corporate boundaries; and

WHEREAS, Street wishes to have CBU take over certain aspects of those street sweeping operations including, among other things, the transfer of certain identified street sweeping equipment currently housed with Street; and

WHEREAS, CBU wishes to take over those certain aspects of street sweeping operations and equipment from Street.

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

- 1. For purposes of this MOU, the act of sweeping streets, or street sweeping, means any and all mechanical sweeping performed by street sweeping machines/vehicles. Street sweeping does not mean manual sweeping performed by humans without the aid of machination.
- 2. <u>Street Sweeping Operations</u>: Effective July 16, 2024, street sweeping operations shall be divided between Street and CBU as follows:
 - a. <u>Street Sweeping Operations Performed by Street</u>: Street shall be responsible for any and all street sweeping associated with any and all call outs and paving projects throughout the City of Bloomington. Street shall continue to own, operate and maintain street sweeping equipment sufficient to fully accommodate the City of Bloomington in these ongoing needs and responsibilities.
 - b. <u>Street Sweeping Operations Performed by CBU</u>: CBU shall be responsible for any and all street sweeping associated with any and all special events and any and all regular and routine sweeping of all city owned streets located within the City of Bloomington's municipal corporate boundaries.

- 3. <u>Street Sweepings Spoils</u>: All street sweeping spoils generated by any and all street sweeping activities shall be disposed of by the Parties into roll-offs with the exception of road millings, which shall be disposed of separately by Street. CBU shall maintain the roll offs into which the street sweeping spoils are deposited. CBU shall be responsible for all costs associated with maintenance of said roll offs and with final disposal of all street sweeping spoils.
- 4. Asset Transfer:
 - a. Street shall transfer to CBU the following assets:
 - i. 2017 Elgin Crosswind regenerative sweeper;
 - ii. The manifest currently associated with street sweepings; and
 - iii. All street sweeping roll off waste containers.

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

CITY OF BLOOMINGTON UTILITIES SERVICE BOARD

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

Megan Parmenter,	
President	

Date

Kyla Cox Deckard,DatePresident

Elizabeth Karon,	Date
Vice President	

James Roach	Date
Secretary	



Board of Public Works Staff Report

Project/Event:	Approve Change Order #1 for the Moores Pike SE Park Trail Improvements
Petitioner/Representative:	Engineering Department
Staff Representative:	Zac Rogers
Date:	July 30th, 2024
•	•

Report: This project was awarded to E&B Paving Inc. at the December 5th, 2023 meeting of the Board in the amount of \$142,168.00. This change order is for an additional \$1,621.54 to the contract, for a final contract amount of \$143,789.54. This project realigned SE Park Trail and added a 2ft should to Moores Pike Rd.

+ \$36.54

This is a balancing change order for overrun items:

- COMPACTED AGGREGATE NO. 53 additional 8 CYS + \$960.00
- CULVERT HEADWALL, CONCRETE additional .25 CYS + \$625.00
- RIPRAP, REVETMENT additional .63 TON

Reset Form

City of Bloomington Contract and Purchase Justification Form

Vendor: Crider & Crider

Contract Amount: \$143,789.54

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 INFORMATI	ON	
1.	Check the box beside the procurer applicable)	ment m	nethod used to initiate this	procurement: (Attach a quote or	bid tabulation if
	Request for Quote (RFQ)		Request for Proposal (RFP)	Sole Source	Not Applicable (NA)
	Invitation to Bid (ITB)		Request for Qualifications (RFQu)	EmergencyPurchase	(INA)
2.	List the results of procurement pr	rocess.	. Give further explanation v	where requested.	Yes No
	# of Submittals: 1	Yes	No	Was the lowest cost selected? (If no,	
	Met city requirements?	•		please state below why it was not.)	
	Met item or need requirements?	~			
	Was an evaluation team used?		 ✓ 		
	Was scoring grid used?		 ✓ 		
	Were vendor presentations requested?		 ✓ 		

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

Construction project awarded to Crider & Crider at the December 5th, 2023 meeting of the Board of Public Works. Change Orders are being processed in compliance with the contract documents

Original	\$142,168.00
Change Order #1	\$1,621.54
Final	\$143,789.54

Zac Rogers

Project Manager

Engineering

Print/Type Name

Print/Type Title

Department



City of Bloomington, Indiana Change Order Details Moores Pike - SE Park Trail Improvements

Description Realign the SE Park Trail and add a 2ft shoulder on Moore's Pike. Crider & Crider, Inc. **Prime Contractor** 1900 Liberty Drive Bloomington, IN 47403 **Change Order** 1 Pending Status **Date Created** 06/21/2024 Other Туре **Summary** Balance **Change Order Description** This change order is for additional concrete and crushed aggregate used for the trail and culvert pipe improvements **Awarded Project Amount** \$142,168.00 **Authorized Project Amount** \$142,168.00 **Change Order Amount** \$1,621.54 **Revised Project Amount** \$143,789.54

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Curre	ent	Chang	e	Revise	ed
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 2 - Descript	ion								
0009	301-12234	CYS	\$120.000	40.000	\$4,800.00	8.000	\$960.00	48.000	\$5,760.00
COMPACTED AGG	REGATE NO. 53								
Reason: Balancing C	hange Order								
0012	714-09971	CYS	\$2,500.000	6.000	\$15,000.00	0.250	\$625.00	6.250	\$15,625.00
CULVERT HEADW.	ALL, CAST-IN-PI	LACE REIN	FORCED CONCRETE						
Reason: Balancing C	hange Order								
0013	616-06406	TON	\$58.000	19.000	\$1,102.00	0.630	\$36.54	19.630	\$1,138.54
RIPRAP, REVETME	NT								
Reason: Balancing C	hange Order								
3 items			Totals		\$20,902.00		\$1,621.54		\$22,523.54

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

Engineer	Contractor	Board of Public Works
Title	Title	Title
Date	Date	Date

Doc Express® Document Signing History Contract: Moores Pike SE/Park Trail Improvements Document: change_order-1-20240621

This document is in the process of being signed by all required signatories using the Doc Express® service. Following are the signatures that have occurred so far.

Date	Signed By					
06/25/2024	James Ford Crider & Crider, Inc Electronic Signature (Contractor Reviewed)					
06/25/2024	Zac Rogers City of Bloomington Digital Signature (PM Reviewed)					
	(Engineer Reviewed)					
	(Funding Approved)					



Board of Public Works Staff Report

Project/Event:	Service Solutions of Bloomington Request for Sidewalk and Lane Closures
Staff Representative:	Dashiell Schonemann-Poppeliers
Petitioner/Representative:	Brian King
Date:	July 30 th , 2024

Report: Service Solutions of Bloomington is requesting a 3 day lane closure during working hours and a 5 day sidewalk closure adjacent to the properties of 1200 and 1116 N College Ave. This request is to accommodate installing sewer and water service lines to the two properties, removing and widening the sidewalk adjacent to the properties, and removing and reinstalling existing pavement.

Service Solutions of Bloomington has supplied maintenance of traffic plans for both closures. Staff has requested that they provide notice to property owners about the BPW meeting and scope of their work.

[Type here] Service Solutions of Bloomington Inc. [Type here]

July 9th, 2024

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

Re: 1200 and 1116 N College Ave sidewalk closure request.

We are requesting sidewalk closure for the replacement, installation and improvements of the existing sidewalk to be widened in conjunction with installation of new water and sewer utilities to be installed as part of the proposed property improvements for the new structures at both 1200 and 1116 N College Ave. The approved site plan improvements for both structures include installation of new sewer laterals running new lines from the structures across the sidewalk into the road to the sewer main, as well as new water lines to include a new taps at the main to cross the sidewalk to a new double meter set one for each structure between the sidewalk and the structure. The site plan includes removal and replacement of the existing sidewalk for the length of both properties at 1200 and 1116 N College Ave to increase the width of the existing sidewalk footprint. During this process when accessing the sewer main that is located within the east lane of N College ave will require lane closure during working hours and will be open after working hours using street plates. The lane closure will be 2 to 3 days. This project is proposed to be completed in 1 week in the month of July 2024.

Thank You

Brian King President

Lane Classie sidewelk closure during works hours to mes A- signs - Arrow Markoff have and lane closure and Read work should sight boend will indicate traffic restriction. Lines will be plotted and open at night. Sidewelk will be closed and poured back within I day. Signs will be used to indicate side welk closure. Arrow boardwill be beel to alert traffic of closure.



Notes for Figure 6H-33—Typical Application 33 Stationary Lane Closure on a Divided Highway

Standard:

- 1. This information also shall be used when work is being performed in the lane adjacent to the median on a divided highway. In this case, the LEFT LANE CLOSED signs and the corresponding Lane Ends signs shall be substituted.
- 2. When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed as needed.

Guidance:

3. When paved shoulders having a width of 8 feet or more are closed, channelizing devices should be used to close the shoulder in advance of the merging taper to direct vehicular traffic to remain within the traveled way.

Option:

4. A truck-mounted attenuator may be used on the work vehicle and/or shadow vehicle.

Support:

Where conditions permit, restricting all vehicles, equipment, workers, and their activities to one side of the roadway might be advantageous.

Standard:

6. An arrow board shall be used when a freeway lane is closed. When more than one freeway lane is closed, a separate arrow board shall be used for each closed lane.











Notes for Figure 6H-28 Typical Application 28

Sidewalk Detour or Diversion

Standard:

 When crosswalks or other pedestrian facilities are closed or relocated, temporary facilities shall be detectable and shall include accessibility features consistent with the features present in the existing pedestrian facility.

Guidance:

- 2. Where high speeds are anticipated, a temporary traffic barrier and, if necessary, a crash cushion should be used to separate the temporary sidewalks from vehicular traffic.
- 3. Audible information devices should be considered where midblock closings and changed crosswalk areas cause inadequate communication to be provided to pedestrians who have visual disabilities.

Option:

- 4. Street lighting may be considered.
- 5. Only the TTC devices related to pedestrians are shown. Other devices, such as lane closure signing or ROAD NARROWS signs, may be used to control vehicular traffic.
- For nighttime closures, Type A Flashing warning lights may be used on barricades that support signs and close sidewalks.
- 7. Type C Steady-Burn or Type D 360-degree Steady-Burn warning lights may be used on channelizing devices separating the temporary sidewalks from vehicular traffic flow.
- Signs, such as KEEP RIGHT (LEFT), may be placed along a temporary sidewalk to guide or direct pedestrians.



Typical Application 28

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

- Seried Lane Closure sidewelk closure during works hours to mes A- signs when and service for Ner service Lines of Burndes will ++ - Arroy Markoff have and lare closure and Read work ahold sists will indicate traffic restriction - know will be plotted and open night. Sidewelk will be closed and poured back within tilege CC+ Signs will Se week indicate side walk closure. Arrow boardwill be bed to to alert traffic closure. 20 15th College 0 She 3 WEIY D Sidevelk Sidevell closed Cross Here by side wilk closed SH(15th cross Here Silewold 1200 sign Sish Here Elosed 1116 Stree Here





Board of Public Works Staff Report

Project/Event:	Project Contract Award
Petitioner/Representative:	Engineering Department
Staff Representative:	Jason Kerr
Date:	July 30 th , 2024

Report: This project is for updating curb ramps, repairing sidewalks, and milling and paving along W 3rd St from Franklin Rd to Patterson Dr. This project will have temporary lane closures during construction. This project is partially funded through a Community Crossing Matching Grant award. Engineering request that BPW award this project to E&B Paving. E&B Paving is the lowest responsible and responsive bidder. The Form 96, Section III was missing within the bidding documents submitted. It is a minor variance from the invitation to bid and because the Board has reserved the right to waive a minor requirement, staff recommends that the Board waive that requirement and award the contract to the lowest bidder. This has been sent into us via email and is completed currently. We feel this was a minor issue and we still ask that this project be awarded to E&B Paving. The bid from E&B Paving is in the amount of \$1,060,200.00.

Reset Form

City of Bloomington Contract and Purchase Justification Form

Vendor: E&B Paving

Contract Amount: \$1,060,200.00

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.

			PURC	HASE INFORMATI	ON			
1.	Check the box beside the procure applicable)	mentn	nethod u	used to initiate this j	procui	rement: (Attach a quote or bid	tabulatio	nif
	Request for Quote (RFQ)		Requ	est for Proposal (RFP)		Sole Source	Not App (NA)	licable
	Invitation to Bid (ITB)		Requ (RFQ	est for Qualifications u)		Emergency Purchase	()	
2.	List the results of procurement p	rocess.	Give fu	rther explanation v	vhere	requested.	Yes No	2
	# of Submittals: N/A	Yes	No			the lowest cost selected? (If no,		7
	Met city requirements?	~			•	se state below why it was not.)		
	Met item or need requirements?	•				s is for the awarding of the bid fo intenance Project to E&B Paving		ası
	Was an evaluation team used?		~					
	Was scoring grid used?		✓					
	Were vendor presentations requested	?	~					

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

Contract Price \$1,060,200.00

Jason Kerr

Project Manager

Engineering

Print/Type Name

Print/Type Title

Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

ENGINEERING DEPARTMENT

AND

CONTRACTOR

FOR

W 3RD ST MAINTENANCE PROJECT (FRANKLIN RD TO PATTERSON DR)

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Engineering Department through the Board of Public Works (hereinafter CITY), and <u>E&B PAVING</u>, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for milling and resurfacing (more particularly described in Attachment A, "Scope of Work"); and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

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

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within one-hundred (100) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

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

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

ARTICLE 3. COMPENSATION

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

3.02 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Bid, attached hereto as Attachment 'E'. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

<u>4.02</u> <u>Retainage Amount</u> The retainage amount shall be five percent (5%) of the dollar value of all work satisfactorily completed and shall be withheld until the Contract work is complete. The retainage amount shall be placed in an escrow account with an escrow agent or shall be held by the Board of Public Works ("Board"). Yellow Cardinal Group Columbus, Indiana, shall serve as the escrow agent.

4.03 Escrow Agent If an escrow agent is used, the escrow agent, Owner and Contractor shall enter into a written escrow agreement and Contractor shall work directly with the escrow agent to set up the account. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

<u>4.04</u> Board If the retainage is held by the Board, the Owner shall place the funds so retained in a retainage account with the Board. Such deposit shall be made within three business days after the date such payments are made to Contractor. No income will be earned or will be payable on the deposit.

<u>4.05</u> Payment of Escrow Amount The escrow agent shall hold the escrowed principal and income until receipt of the notice from Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of Owner, at which time Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.07.

<u>4.06</u> Payment of Retainage Amount by the Board The Board shall hold the retainage until notice from the Owner that the Contract work has been substantially completed to the reasonable satisfaction of the Owner. At this time, the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the Board to pay the Contractor the retainage. No interest will have been earned or will be payable. Nothing in this section shall prohibit Owner from requiring the Board to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.07.

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

- 1. This Agreement and its Attachments.
- 2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
- 3. All Addenda to the Bid Documents.
- 4. The Invitation to Bidders.
- 5. The Instructions to Bidders.
- 6. The Special Conditions.
- 7. All plans as provided for the work that is to be completed.
- 8. The Supplementary Conditions.
- 9. The General Conditions.
- 10. The Specifications.
- 11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
- 12. CONTRACTOR'S submittals.
- 13. The Performance Bond and the Payment Bond.
- 14. The Escrow Agreement.
- 15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

<u>5.05.01</u>

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him or her from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement,

whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

5.07 Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. CONTRACTOR shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 Non-Discrimination

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

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

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

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

a. Has formulated its own Affirmative Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.

b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

5.09.01 CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.
5.09.02 <u>OR EQUAL</u>: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	E&B Paving
Attn: Jason Kerr	Attn: Garrettt Gough
P.O. Box 100 Suite 130	2520 W Industrial Park Dr
Bloomington, Indiana 47402	Bloomington, IN 47404

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

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

5.19 Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

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

DATE: _____

City of Bloomington

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Elizabeth Karon, Vice President

Printed Name

James Roach, Secretary

Title of Contractor Representative

Kerry Thompson, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

W 3RD ST MAINTENANCE PROJECT

This project shall include, but is not limited to, asphalt milling and resurfacing, curb replacement, and curb ramp replacement of W 3rd St between Franklin Rd and Patterson Dr.

ATTACHMENT 'B'

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

STATE OF INDIANA)) SS:

COUNTY OF _____)

AFFIDAVIT

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

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

(company name)

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

	Trench Safety Measure	Units of	Unit Cost	Unit	Extended Cost
		Measure		Quantity	
Α.					
В.					
С.					
D.					
				Total	\$

Method of Compliance (Specify)		
	 	_

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

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

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE O	F INDIANA)				
COUNTY	′ OF)SS: _)				
		E	-Verify AFFIDAV	т		
	The undersigned, being d	uly sworn, hereby af	firms and says tha	t:		
1.	The undersigned is the		_of			
	The company named here i. has com	ein that employs the	undersigned: ing to contract wit	h the City of Bloomi	ngton to provide servic	es; OR
3.	The undersigned hereby s knowingly employ an "un					ein does not
4.	The undersigned herby st participates in the E-verify		t of his/her belief,	the company named	d herein is enrolled in a	nd
Signatur	e					
Printed	Name					
	F INDIANA ′ OF))SS: _)				
	ne, a Notary Public in and edged the execution of the				_, 20	and
My Com	mission Expires:		gnature of Notary	/ Public		
County	of Residence:		rinted Name of No	otary Public		
My Com	mission #:					

ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA

)) SS:

COUNTY OF _____)

AFFIDAVIT

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

1.	The undersigned is the		of
		(job title)	

(company name)

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

Signature

Printed Name

STATE OF INDIANA))SS: COUNTY OF ______)

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

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

My Commission #:_____

ATTACHMENT 'E'

"Unit Prices"

Line Item	Item ID	Description	Quant ity	Unit of Measure	Unit Cost	Total
1	105-06845	CONSTRUCTION ENGINEERING	1	L.S.	\$5,000.00	\$5,000.00
2	110-01001	MOBILIZATION AND DEMOBILIZATION	1	L.S.	\$50,000.00	\$50,000.00
3	201-52370	CLEARING RIGHT OF WAY	1	L.S.	\$49,629.91	\$49,629.91
4	202-02240	PAVEMENT REMOVAL	944	S.Y.	\$27.00	\$25,488.00
5	202-02278	CURB, CONCRETE, REMOVE	516	L.F.	\$17.00	\$8,772.00
6	202-02279	CURB AND GUTTER, REMOVE	133	L.F.	\$17.00	\$2,261.00
7	202-52710	SIDEWALK, CONCRETE, REMOVE	693	S.Y.	\$37.00	\$25,641.00
8	202-90277	DETECTOR HOUSING, REMOVE	5	EACH	\$750.00	\$3,750.00

9	201-90788	DEBRIS, REMOVE STRUCTURE NO.	3	EACH	\$800.00	\$2,400.00
10	205-06933	TEMPORARY INLET PROTECTION	70	EACH	\$110.00	\$7,700.00
11	301-12234	COMPACTED AGGREGATE NO. 53	97	C.Y.	\$190.00	\$18,430.00
12	306-08034	MILLING, ASPHALT, 1 1/2 IN	39,49 2	S.Y.	\$2.20	\$86,882.40
13	401-07321	QC/QA-HMA, 2, 64, SURFACE, 9.5 mm (Modified)	3,278	TON	\$95.00	\$311,410.00
14	401-07390	QC/QA-HMA, 2, 64, INTERMEDIATE, 19.0 mm (Modified)	116	TON	\$165.00	\$19,140.00
15	401-07407	QC/QA-HMA, 2, 64, BASE, 25.0 mm (Modified)	185	TON	\$120.00	\$22,200.00
16	401-10258	JOINT ADHESIVE, SURFACE	19,00 0	L.F.	\$0.35	\$6,650.00
17	402-07451	HMA WEDGE AND LEVEL, TYPE B	3	TON	\$200.00	\$600.00
18	406-05521	ASPHALT FOR TACK COAT	39,49 2	S.Y.	\$0.25	\$9,873.00

			1			1
19	502-06329	PCCP, 12 IN.	17	S.Y.	\$310.00	\$5,270.00
20	502-06457	PCCP, 9IN.	67	S.Y.	\$160.00	\$10,720.00
21	604-06070	SIDEWALK, CONCRETE, 4IN	335	S.Y.	\$110.00	\$36,850.00
22	604-08086	CURB RAMP, CONCRETE	413	S.Y.	\$220.00	\$90,860.00
23	604-12083	DETECTABLE WARNING SURFACES	75	S.Y.	\$280.00	\$21,000.00
24	605-06120	CURB, CONCRETE	561	L.F.	\$85.00	\$47,685.00
25	605-06140	CURB AND GUTTER, CONCRETE	147	L.F.	\$85.00	\$12,495.00
26	611-08232	MAILBOX ASSEMBLY, RESET SINGLE	2	EACH	\$300.00	\$600.00
27	621-06561	MULCHED SEEDING, CITY OF BLOOMINGTON MIX	508	S.Y.	\$8.00	\$4,064.00
28	715-05149	PIPE, TYPE 2, CIRCULAR, 12 IN.	36	L.F.	\$130.00	\$4,680.00
29	720-01894	CASTING, FURNISH AND ADJUST TO GRADE	2	EACH	\$1,700.00	\$3,400.00

30	720-12797	CASTING, INLET, ADJUST TO GRADE	6	EACH	\$1,100.00	\$6,600.00
31	720-98174	INLET, B15	2	EACH	\$5,000.00	\$10,000.00
32	801-06775	MAINTAINING TRAFFIC (RR FLAGGER REQUIRED)	1	L.S.	\$60,000.00	\$60,000.00
33	808-75340	PAVEMENT MESSAGE MARKING, THERMOPLASTIC RXR R X R	2	EACH	\$495.00	\$990.00
34	808-02978	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, BICYCLE LANE MARKING	23	EACH	\$495.00	\$11,385.00
35	808-03439	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	1,911	L.F.	\$5.95	\$11,370.45
36	808-06701	LINE, THERMOPLASTIC, BROKEN, WHITE, 4 IN.	2,484	L.F.	\$1.15	\$2,856.60

37	808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	11,66 5	L.F.	\$0.98	\$11,431.70
38	808-11482	LINE, THERMOPLASTIC, DOTTED, WHITE, 4 IN.	828	L.F.	\$2.95	\$2,442.60
39	808-11493	LINE, THERMOPLASTIC, DOTTED, YELLOW, 4 IN.	33	L.F.	\$2.95	\$97.35
40	808-75043	LINE, THERMOPLASTIC, SOLID, WHITE, 6 IN.	2,200	L.F.	\$1.95	\$4,290.00
41	808-75240	LINE, THERMOPLASTIC, BROKEN, YELLOW, 4	208	L.F.	\$1.15	\$239.20
42	808-75260	TRANSVERSE MARKING, THERMOPLASTIC, CROSSHATCH LINE, WHITE, 12 IN.	315	L.F.	\$3.95	\$1,244.25

				r		
43	808-75278	TRANSVERSE MARKING, THERMOPLASTIC, CROSSHATCH LINE, YELLOW, 12 IN.	61	L.F.	\$3.95	\$240.95
44	808-75245	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	3,761	L.F.	\$0.98	\$3,685.78
45	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, 24 IN.	776	L.F.	\$5.95	\$4,617.20
46	808-75300	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 6 IN.	662	L.F.	\$1.95	\$1,290.90
47	808-75320	PAVEMENT MESSAGE MARKING, THERMOPLASTIC LANE INDICATION ARROW	39	EACH	\$125.00	\$4,875.00
48	808-75998	SNOWPLOWABLE RAISED PAVEMENT MARKER	215	EACH	\$29.95	\$6,439.25
49	808-95933	CURB, PAINTING, YELLOW	1,257	L.F.	\$0.98	\$1,231.86

50	808-96075	LINE, THERMOPLASTIC, BROKEN, WHITE, 6 IN.	392	L.F.	\$1.95	\$764.40
51	805-78470	SIGNAL CABLE, ROADWAY LOOP, COPPER, 1C/14 GAUGE	4,062	L.F.	\$1.10	\$4,468.20
52	805-78795	SAW CUT FOR ROADWAY LOOP DETECTOR AND SEALANT	1,349	L.F.	\$12.00	\$16,188.00
TOTAL						\$1,060,200.00

The Board of Public Works meeting was held Tuesday, July 2, 2024 at 5:30 pm in the Council Chambers of City Hall at 401 N. Morton St., Bloomington, Indiana and virtually through Zoom with Kyla Cox Deckard presiding.

REGULAR MEETING OF THE BOARD OF PUBLIC WORKS

ROLL CALL

- Present: Kyla Cox Deckard In Person Elizabeth Karon – In Person James Roach – In Person
- City Staff: Adam Wason Public Works April Rosenberger – Public Works Chelsea Gregory – Public Works Enedina Kassamanian – Legal Larry Allen – Legal John Hewitt – HAND Jo Stong – HAND Roy Aten – Engineering Jason Kerr – Engineering Alex Gray – Engineering

All of the Board members thanked the Street Division Crews after the massive storms last week and the all their efforts in the clean up after the storm. Roach asked Wason to give some more details about the brush cleanup for residents. Wason stated that there is a plan in place for cleanup of private brush and will discuss it during the staff report.

Enedina Kassamanian, Legal, presented Appeal Notice of Violation 620424-05-2516; 530 S. Washington. See meeting packets for details.

Public Comments: Joseph Davis asked that the hearing be continued because he hasn't been able send his full evidence for the public and Board to review. Mr. Davis requested a number to text. He stated that some of his items weren't included in the Board packet. He said in the report it states his grass is over eight inches and that he has poison ivy. He said both things are not correct and his documentation proves that. He states that his civil rights are being denied. He requested that the Board act on the motion.

Wason asked Legal if it's proper that the appellant can't make a motion to the Board. Larry Allen stated correct. Wason asked that Legal and HAND present whether or not they would like this appeal upheld or denied. Kassamanian on the behalf of Legal asked that this appeal be denied.

Board Comments: Roach asked Legal if the term compliance never occurred in their presentation does it mean that the property is still out of compliance. Kassamanian stated that the property is still out of compliance the last time they saw it. Roach asked Legal to confirm the date of the first initial violation. Davis interrupted and started speaking. Wason asked Mr. Davis to please step away from the podium when the board is asking questions of City Legal. Kassamanian stated it was April 26, 2024. Roach stated is was July 2, 2024. Karon asked HAND when the photos in the packet were taken. Hewitt said that photos were taken at the same time as the notice of violation. The original warning was April 26, 2024. Cox Deckard asked if anyone has checked on the property's compliance as of yesterday. Hewitt said he isn't aware that they have checked on the property yesterday or today. Karon asked when the May 10, 2024 ticket was given with the \$50 fine, was the yard in compliance. Hewitt said it wasn't in compliance. Wason clarified there was a warning issued, notice of violation issued and there was a second notice of violation issued with a fine. Wason explained that the appeal is of the fine itself it is not whether or not the property is in compliance today, but was the property out of compliance at the time of the

MESSAGES FROM BOARD MEMBERS

<u>APPEALS</u> Appeal Notice of Violation 620424-05-2516; 530 S. Washington notice of violation. Roach asked Hewitt if he was on the property on May 3, 2024. Hewitt stated he was not, but the compliance officer who was isn't available for this meeting. Wason asked Hewitt if he reviews the work of compliance officers or does he coordinate with the compliance officers. Hewitt reviewed the photographs and felt like it was out of compliance. Cox Deckard made mention that there are several photos in the packet that show different types of vegetation. A lot of them would be allowed to be over eight inches in height, but there are a few images that show grass that is overgrown. Hewitt stated that the UDO provides lists of permissible and not permissible plants. Karon asked Legal if the emails between Mr. Davis and Legal are typically included or excluded from the packet that they receive before the meeting. Allen said ordinarily those aren't things that are included in the packet, especially because this a point and time appeal. Roach stated a section of the code mentions some other states and federal documents that spell out certain types of plants. He asked if any of those documents mention poison ivy. Hewitt stated to his knowledge they do. Karon addressed Mr. Davis and stated that she is disappointed that he chose to approach the Board with disrespect. There was also to be a letter included with the Board packet that was sent in an updated packet that was submitted by the appropriate time. She was uncomfortable that this wasn't included in the original packet. She asked staff if it was an over sight. Wason stated there were several reasons. Staff were overwhelmed due to the storm and staff asked Mr. Davis to use Allen as a point of contact. Mr. Allen stated it was an oversight especially since various emails weren't being sent to him but the public works email. They rely on a forwarding system. It was submitted on time but not with the original packet.

Public Comment: Davis addressed the Board. He said he wants to rebut all the comments that were made. Cox Deckard said the time for the appeal is concluded. Davis said this is a violation of his rights. Cox Deckard told Davis she would give him one minute. Davis stated federal regulation has no jurisdiction that's listed in the City of Bloomington. It only states federal properties that have invasive plants, not for private properties. The UDO is only about new development. He says there is no time stamp on any of the images.

Karon made a motion to deny Appeal Notice of Violation 620424-05-2516; 530 S. Washington. Roach seconded. Cox Deckard took a roll call vote, Karon abstained, and two in favor, motion is passed.

Jo Stong, HAND, presented Abatement Request at 710 N. Lincoln, Units A & B. See meeting packet for details.

Board Comments: Karon asked what communication has been made with the property owner. Stong said there has been no communication with the owner but with the property management, Parker Management. They sent a lease within seven days for the fines, then it's the responsibility of the tenant to pay the fine.

Public Comments: Davis said he doesn't trust the information coming from HAND. City Legal keeps information that people need to defend themselves. The property owner no doubt has not been notified properly. Davis argued to say immediate that compliance is required, that is illegal. There has to be a period for compliance. A beginning and end date.

Karon made a motion to approve the Abatement Request at 710 N. Lincoln, Units A & B. Roach seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Public Comment: Jayme Shoal, business owner had some concerns. She presented a few plants to be shown and stated she sells these plants at the Farmer's Market. But these same plants were cited and needed to be mowed. These plants are not meant to be mowed. She mentioned the municipal code isn't in alignment with sustainable goals.

<u>TITLE VI ABATEMENTS</u> Abatement Request at 710 N. Lincoln, Units A & B Joe Davis stated he was concerned about the request for abatement that was just granted. He said not even two weeks ago there was a request for Abatement at the Arby's property at 535 S Walnut St. He stated HAND did not notify them fairly or duly for the request for violation. Davis said the property is in compliance because he cleans up all the trash and other items that are left around the property.

- 1. Resolution 2024-037; Lotus Fest
- 2. Resolution 2024-040; Witch Fest

3. Approval of Payroll

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

Adam Wason, Public Works, on the behalf of James Hall from utilities, presented Noise Permit Application from City of Bloomington Utilities for Night-time Construction Work. See meeting packet for details.

Board Comments: None

Karon made a motion to approve Noise Permit Application from City of Bloomington Utilities for Night-time Construction Work. Roach seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Roy Aten, Engineering, presented Change Order Package #3 for the Hopewell East Project. See meeting packet for details.

Board Comments: None

Karon made a motion to approve Change Order Package #3 for the Hopewell East Project. Roach seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Jason Kerr, Engineering, presented Change Order #4 for Adams St. Sidewalk Project. See meeting packet for details.

Board Comments: None

Karon made a motion to approve Change Order #4 for Adams St Sidewalk Project. Roach seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Jason Kerr, Engineering, presented Balancing Change Order for Adams St. Sidewalk Project. See meeting packet for details.

Board Comments: None

Karon made a motion to approve Balancing Change Order for Adams St. Sidewalk Project. Roach seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Alex Gray, Engineering, presented Lane and Sidewalk Closure Request from Lineal Contracting (July 03, 2024 - July 24, 2024). See meeting packet for details.

Board Comments: None

Karon made a motion to approve Lane and Sidewalk Closure Request from Lineal Contracting (July 03, 2024 - July 24, 2024). Roach seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

PETITIONS AND REMONSTRANCES

CONSENT AGENDA

<u>NEW BUSINESS</u> Noise Permit Application from City of Bloomington Utilities for Night-time Construction Work

Change Order Package #3 for the Hopewell East Project

Change Order #4 for Adams St. Sidewalk Project

Balancing Change Order for Adams St. Sidewalk Project

Lane and Sidewalk Closure Request from Lineal Contracting (July 03, 2024 -July 24, 2024) Alex Gray, Engineering, presented Street and Sidewalk Closure Extension Request from AEG. See meeting packet for details.

Board Comments: Karon asked if it's proper to change this title to Lane and Side Walk Closure, instead of Street and Sidewalk Closure without changing the resolution. Wason said it should be voted on as Lane and Sidewalk Closure.

Karon made a motion to approve Lane and Sidewalk Closure Extension Request from AEG. Roach seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Alex Gray, Engineering, presented Road, Lane, Alley and Sidewalk Closure Request from Reed & Sons at 300 E. 4th Street. See meeting packet for details.

Board Comments: Roach mentioned that it was talked in the work session about summer festivals. Roach asked Gray if any festivals were going during that time on 4th Street. Gray said there is nothing in special events that will conflict. Cox Deckard added that during the work session the neighboring restaurant, Taste of India, would be able to have access during that time for parking. Gray said the alley will be open on that side.

Karon made a motion to approve Road, Lane, Alley and Sidewalk Closure Request from Reed & Sons at 300 E. 4th Street. Roach seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Wason thanked the Board for their initial messages about staff. Wanted to thank the hard working staff and members of the public during this time working together for the clean up after the storm. Monroe County Emergency Management and Indiana Department of Homeland Security met and discussed different avenues for disaster declaration, Wason said the city is waiting to see if the storm damage will rise to a full FEMA disaster response or if we will rely on State Disaster relief funds. The estimate for FEMA funds is between \$14,000,000 and \$15,000,000. Once we take everything into account, including nonprofit electric utilities, he believes the City will reach this number. The State thinks it might be hard to get to that amount. Staff are working hard to track all costs including the continued response. Through the procurement policy we have contracted with Williams Tree to pick up debris on private property and cleanup efforts. Staff are tracking data through UReports. Wason urged home owners who have any kind of damage to report it to the State's 211 system. It allows the State to calculate the claims into a system if the amount of property damage can be offered to owners. The city is opening a vegetation drop off site from storm damage. It will be located on Lower Cascades by the ball fields. The city has contracted with Bluestone Tree Service for tub grinding, which helps us to get tree debris into smaller, more manageable piles. Staff will be using the UReport system to track areas that debris needs to be picked up but also prioritizing where to begin based on the higher volume of hot spots.

Board Comments: Roach asked if property owners who call 211 need the estimate, value or cost for damage. Wason said that right now they just need to be registered in the 211 system and then they will follow up with how to submit claims. Karon asked what kind of things the 211 system is collecting. For example, things that were lost because of the power outage like food or just tree damage. Wason said it's more for things like property damage, but the Trustee's office or United Way have resource pages explaining how a resident with SNAP benefits can seek reimbursement for food loss. Karon asked if a resident doesn't submit a UReport for debris pick up, but there is debris pick up in their neighbor's yard, would their debris be picked up as well? Wason said yes they would be picked up as long as they are in manageable piles. Karon asked if branches and debris had to be put in garbage bags or plastic tubs. Wason said if you want to use the contracted service then nothing is to be bagged. If you want it picked up through sanitation then yes having it bagged up is needed.

Street and Sidewalk Closure Extension Request from AEG

Road, Lane, Alley and Sidewalk Closure Request from Reed & Sons at 300 E. 4th Street

STAFF REPORTS & OTHER BUSINESS

Karon made a motion to approve claims in the amount of \$1,178,022.98. Roach seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Cox Deckard called for adjournment at 6:49 p.m.

APPROVAL OF CLAIMS

ADJOURNMENT

Accepted By:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

Date:

Attest to:

The Board of Public Works meeting was held Tuesday, July 16, 2024 at 5:30 pm in the Council Chambers of City Hall at 401 N. Morton St., Bloomington, Indiana and virtually through Zoom with Kyla Cox Deckard presiding.

- Present: Elizabeth Karon In Person James Roach – In Person
- City Staff: Adam Wason Public Works Enedina Kassamanian – Legal Aleksandrina Pratt – Legal John Hewitt – HAND Zac Rogers – Engineering Dashiell Schonemann- Poppeliers – Engineering Jason Kerr – Engineering

None

Enedina Kassamanian, Legal, presented Appeal Notice of Violation #62024-05-2495; 706 W. 15th Street. See meeting packets for details.

Board Comments: Roach stated the letter in the packet from the owner said that they mowed after they received the warning. He asked if the compliance officer stated that the yard was mowed but not all parts. Kassamanian stated that was correct but it was just partial compliance. Karon asked if there was a date on the photos. Kassamanian stated there were photos taken by officer Davis and the iPad tool that is used is time stamped. Photos were taken on May 16, 2024, a few days after the warning. Karon said that in the homeowner's letter it mentions there has been an excessive amount of rain and how quickly the grass has grown. Karon asked John Hewett if people were struggling more to be compliant because of this or is this normal for the time of the year. Hewett said this is pretty normal for the time of the year, he drove by the property before the work session and it's still out of compliance.

Roach made a motion to deny Appeal Notice of Violation #62024-05-2495; 706 W. 15th Street. Karon seconded. Karon took a roll call vote, all in favor, motion is passed.

None

- 1. Approval of Minutes; June 18, 2024
- 2. Resolution 2024-041; Banneker Block Party
- 3. Amendment #2 to CrossRoad Engineers, PC for Preliminary Engineering Services for the Hopewell West Project
- 4. Addendum #1 to 2024 Precision Concrete, Inc. Contract
- 5. Approval of Payroll

Roach made a motion to approve the Consent Agenda. Karon seconded. Karon took a roll call vote, all in favor, motion is passed.

Aleksandrina Pratt, Legal, presented Resolution 2024-042; Written Approval of Payments Pre-Approved by Controller for Special Purchase. See meeting packet for details.

Board Comments: None

REGULAR MEETING OF THE BOARD OF PUBLIC WORKS

ROLL CALL

MESSAGES FROM BOARD MEMBERS

<u>APPEALS</u> Appeal Notice of Violation #62024-05-2495; 706 W. 15th Street

PETITIONS AND REMONSTRANCES

CONSENT AGENDA

<u>NEW BUSINESS</u> Resolution 2024-042; Written Approval of Payments Pre-Approved by Controller for Special Purchase Roach made a motion to approve Resolution 2024-042; Written Approval of Payments Pre-Approved by Controller for Special Purchase. Karon seconded. Karon took a roll call vote, all in favor, motion is passed.

Adam Wason, Public Works, presented Resolution 2024-043; Approval of Special Purchase under Emergency Conditions for Storm Clean-Up. See meeting packet for details.

Board Comments: None

Roach made a motion to approve Resolution 2024-043; Approval of Special Purchase under Emergency Conditions for Storm Clean-Up. Karon seconded. Karon took a roll call vote, all in favor, motion is passed.

Adam Wason, Public Works, presented Street Sweeping Memorandum of Understanding between City of Bloomington Utilities and Public Works. See meeting packet for details.

Board Comments: Roach asked if there would be any staffing implications with CBU. Will they be hiring new people or shifting? Wason said they will be shifting forward with another MOU. Karon asked if there was an update on the discussion and vote from yesterday's Utility Service Board meeting. Wason said he didn't hear anything to the contrary so he assumes it did get passed last night.

Roach made a motion to approve Street Sweeping Memorandum of Understanding between City of Bloomington Utilities and Public Works. Karon seconded. Karon took a roll call vote, all in favor, motion is passed.

Zac Rogers, Engineering, presented Balancing Change Order for Change Order #1 for Moores Pike Trail SE Park Improvements. See meeting packet for details.

Board Comments: None

Roach made a motion to approve Balancing Change Order for Change Order #1 for Moores Pike Trail SE Park Improvements. Karon seconded. Karon took a roll call vote, all in favor, motion is passed.

Dashiell Schonemann - Poppeliers, Engineering, presented Sidewalk and Lane Closure Request from Service Solutions of Bloomington on N. College Ave. See meeting packet for details.

Board Comments: None

Roach made a motion to approve presented Sidewalk and Lane Closure Request from Service Solutions of Bloomington on N. College Ave. Karon seconded. Karon took a roll call vote, all in favor, motion is passed.

Jason Kerr, Engineering, presented Contract E&B Paving for W. 3rd St. from Franklin Rd. to Patterson Dr. Project. See meeting packet for details.

Board Comments: Roach asked since opening the bids, have they received the missing document. Kerr stated yes, everything is whole. Roach also asked if they were to make a motion do they need to have specific language about that minor change. Kerr stated no. Karon asked if the temporary lane closures during the construction come to the Board separately. Kerr explained that we announce the awarding of the bid, then the MOT will be set up. Karon asked if they approved their MOT. Kerr said they are working on getting that for approval. That they can always come back with an update during a staff report.

Resolution 2024-043; Approval of Special Purchase under Emergency Conditions for Storm Clean-Up

Street Sweeping Memorandum of Understanding between City of Bloomington Utilities and Public Works

Change Order #1 for Moores Pike Trail SE Park Improvements

Sidewalk and Lane Closure Request from Service Solutions of Bloomington on N. College Ave.

Contract E&B Paving for W. 3rd St. from Franklin Rd. to Patterson Dr. Project Roach made a motion to approve the presented Contract E&B Paving for W. 3rd St. from Franklin Rd. to Patterson Dr. Project. Karon seconded. Karon took a roll call vote, all in favor, motion is passed.

Adam Wason, Public Works, updated the Board about the debris clean up. Williams Tree Company has been working heavily through the southwest to southeast where the storm had the biggest impact. We will continue through this week and next week. We are working through the UReports, crews will work overtime on the weekend. We initially had on the agenda, Appeal for Title 12, Right-Of-Way violation with AEG. We are having continued conversations about that notice of violation and the appeal. They are providing some additional information on some of the violations that were identified in the violation. They have some disputes. They have a great leadership team that is very responsive and we will give you some updates soon. He thanked all the hardworking staff especially during all this cleanup of debris.

Board Comments: Karon asked how the response has been to the drop off location. Wason stated about a couple dozen residents have taken advantage of that.

Roach made a motion to approve claims in the amount of \$1,695,023.94. Karon seconded. Karon took a roll call vote, all in favor, motion is passed.

Karon called for adjournment at 6:00 p.m.

Accepted By:

Elizabeth Karon, Vice President

James Roach, Secretary

Date:

Attest to:

STAFF REPORTS & OTHER BUSINESS

APPROVAL OF CLAIMS

ADJOURNMENT



Board of Public Works Staff Report

Project/Event:	Duke Energy Boring Work
Staff Representative:	Kyle Baugh
Petitioner/Representative:	Ryan Sizemore
Date:	July 30th, 2024

Report: Duke Energy is requesting lane and bike lane shifts for the east bound lanes and a sidewalk closure on the south side of W 11th St between N Morton and N Madison as part of the project adjacent to 648 N Madison (the Kiln). This request is fo boring and sidewalk panel replacement work. The traffic control would be in place for three days in August with definitive dates to be decided at a later date.

Duke Energy has supplied maintenance of traffic plans for all work.



Jul. 26, 2024

Board of Public Works City of Bloomington 401 N. Morton St Suite 120 Bloomington, IN 47404

Subject: N Madison St requested lane restriction and sidewalk closure

Dear Board Members:

Duke Energy will be installing the new electrical service for The Kiln Building at 648 N Madison Street. As part of that process, work will need to be conducted on the south side of W 11th Street between N Madison St and N Morton St.

Duke Energy requests the temporary closure of the east bound lane of W 11th St, closure of the east bound bike lane, and the closure of the sidewalk along the south side of W 11th St between N Madison St and N Morton St during a three-day period between August 27th, 2024 and September 10th, 2024.

The east bond car and bike lanes will need to be closed intermittently during this time period as work is conducted on the site. The sidewalk will need to be closed for the full duration due to the removal and restoration of part of the sidewalk.

Duke Energy and its contractors will utilize signage, barricades, and traffic control personal, as required, to insure the safe flow of vehicular and pedestrian traffic.

Sincerely,

Ryan Sizemore Engineering Design Associate



Typical Application 28





Replace 1/0 primary riser, install SMOD. Extend 1/0 3PH cable to new 3PH padmount transformer.



Work Order Number		
Customer/Contact	Eurton Properties LLC	
Contact Phone	812-322-7303	
Job Site Address	648 N Madison St	
City	BLOOMINGTON	
County	MONROE	
State, Zip	IN, 47404	
Designer	Cameron West	
Designer Phone	812-340-8107	
Circuit ID	N5604411222	
Primary Voltage	12.47/7.2 kV	
Permit Required	YesX. No	
Permit Type/No.	City of Bloomington	
Permit Type/No. 2		
Permit Type/No. 3	Bloomington Township	
Revision Date		
	•	



Sheet







Board of Public Works Staff Report

Project/Event:	Fox Properties Façade Project
Staff Representative:	Kyle Baugh
Petitioner/Representative:	Justin Fox
Date:	July 3oth, 2024

Report:

Fox properties is requesting a six week extension of the previously permitted request.

The request includes an alley closure in the north/south alley between S College and S Walnut and metered parking reservation on the south side of W 4th St to accommodate a pedestrian walk around for the south sidewalk of W 4th St for work at 111 W 4th St.

This is a restoration project that will replace the façade of the building. The alley closure would be used for construction dumpster placement in the northern end of the alley where it meets w 4th St. The pedestrian walk around is planned to start mid-block with a temporary ramp being placed at the curb and end at the start of the alley. The temporary traffic control would continue to be in place until September 20th , 2024.



Board of Public Works Staff Report

Project/Event:	Sidewalk Reconstruction
Staff Representative:	Kyle Baugh
Petitioner/Representative:	Kerry Dishman
Date:	July 30th, 2024

Report: Dishman Construction is requesting a sidewalk closure on the west side of N College Ave adjacent to the 1115-1117 N College properties. This request is to accommodate sidewalk demolition and replacement. The closure would be in place from July 29th, 2024 to August 2nd, 2024

Dishman Construction has supplied maintenance of traffic plans for all work.

KERRY DISHMAN 3645 Popcorn Church Rd. Springville, IN 47462 Cell: 812.345.4012 Fax: 888.554.0271 kdishman67@gmail.com

kerry@dishmanenterprise.com



July 15, 2024

Via Electronic Delivery

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

Re: 1115-1117 College Ave. Parking space restrictions and sidewalk closure

Dear Board Members:

· •

My company, Dishman Construction LLC, was contracted to remove and replace sidewalks at 1115/1117 N College Avenue. Approximately ½ years ago someone fell on the sidewalk at this location. The City of Bloomington sent out letters for replacement. Due to length of sidewalk area and pouring next to retaining walls this is a 2–3-day affair.

We will cooperate and coordinate with the street department on safety and all aspects of the work described. Therefore, Dishman Construction LLC requests that the Board of Public Works approves the restrictions closure mentioned above from July 30, 2024 through July 31, 2024.

Henk your And Best Reguards: And Best Reguards: Hyggith





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

Karrn

DKUME

TROW EXCAVATION FROW USE

ADDRESS OF ROW ACTIVITY:

THE IN AVIALITY OLIVER OUT IN A LOUT P.O. Box 100 Bloomington, IN 47402

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

A. APPLICANT/AGENT INFORMATION:

NIC LIM Dr.

D. TRAFFIC CONTROL DEVICES*: CONES

ARROWBOARD

ADDRESS: 3641 JULOCI CANKEN EXAMPLE	 LIGHTED BARRELS TYPE 3 BARRICADES FLAGGERS BPD OFFICER *PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT)PLAN IS YOUR RESPONSIBILITY AND REQUIRED See page 3 for additional MOT resources; the graph paper can be used for your MOT 	
UIII, STATE, ME.	See page 3 for additional MOT resources; the graph paper can be determined and the second site plan if needed or you can submit a separate sheet E. METERED PARKING SPACES NEEDED: DY	
24-HR CONTACT PHONE #: <u>812 345 4012</u> INSURANCE #*: <u>on File</u> COMPANY:	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	
BOND#*: <u>CNFIL</u> COMPANY: * INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED	F. IS THIS A CCBU* COUNTY* IIU* NP* PROJECT?	
	PROJECT NAME:	
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)	PROJECT #:	
COMPANYNAME: WORKNAN Construction	PROJECT MGR.	
B. WORK DESCRIPTION:	PROJECT MGR. #: *CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *U= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY	
(EXPLAIN):	G. EXCAVATIONS: SOFT OF PAVEMENT* EXCAVATIONS : NA	

*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND C. RIGHT OF WAY TO BE USED/CLOSED: STREET NAME 1: 1115 - 1117 N Collece 1ST INTERSECTING STREET NAME: 16 46 5+ 5+ 6+ 2ND INTERSECTING STREET NAME: 1-7 th Steet DROAD CLOSURE DLANE CLOSURE 102030 (D'SIDEWALK) D BIKE LANE D OTHER TRANSIT STOP? TY UN PARKING LANE(S)** UY UN "NON-METERED START DATE JULY 29 END DATE: JULY 31 # OF DAYS* 2024 START DATE JULY 29 END DATE: JULY 31 # OF DAYS* 2024 Submatic Performance Set Durpsh IN Park CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE Ad STREET NAME 2: **1ST INTERSECTING STREET NAME: -**2ND INTERSECTING STREET NAME:____ CIROAD CLOSURE CILANE CLOSURE 1 C 2 C 3 C ISIDEWALK* D BIKE LANE D OTHER TRANSIT STOP? DYDN PARKING LANE(S)** DYDN **NON-METERED # OF DAYS*: END DATE: START DATE:

PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS SQFT OF NON-PAVEMENT EXCAVATIONS: 200 SGFT. *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: NA SQ FT OF SIDEWALK RECONSTRUCTION*: 1000 54 F+ *CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED #RESIDENTIAL DRIVEWAY INSTALLATION: N/



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

H. INDEMNIFICATION AGREEMENT:

The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including able attorney's fees or any alleged injury and/or death to any

*SIDEWALK CLOSURES FOR A PERIOD OR PERIOD INSTALL A WALKAROUND UNLESS OTHERWISE	APPROVED DURING REVIEW	but not limited to reasonable attorney's rees of any and person or damage to any property arising, or alleged commission or omission on the part of the petitioner/ap or assigns regardless of whether such acts are the direc	olicant, his/her heirs, successors,
STANDARD CLOSURE HOURS REQUESTED CLOSURE HOURS: *non-standard hours may not be allowed near circumstances and are subject to approval dur BMC 14.09.040 allows work from 6 AM to 10 PM v (7AM to 9PM for pneumatic hammers)	D:00 AM - 3:00 PM & 6:00 PM - 9:00 PM N-STANDARD CLOSURE HOURS AM PM schools, on arterials, or other ing the permitting process vithout violating the noise ordinance	right-of-way use pursuant to this permit grant. I AFFIRM, UNDER THE PENALTIES FOR PI	ERJURY, THAT THE
For Administration Use Only (applicat	le to LLOURD approvay		
	CITY BALL CITY F	Engineer Director Date:	
MUUVCLE LIX			
	Phone#:	Date:	
Approved By:	Phone#:	Date:	TIPROTONI O MA MASA
	Phone#:	Date:	timorosi o la e inona



Typical Application 28



Board of Public Works Staff Report

Permit Extension: McCalla School Retaining Wall &
Sidewalk Replacement
Alex Gray
Mike Brinson, Reed & Sons Construction
July 30 th , 2024

Report: Reed & Sons is requesting an extension of their permit for work at the McCalla School along E 9th St and N Indiana Ave. The work involves the removal and replacement of the sidewalk and retaining wall in front of the school and had originally required the closure of the sidewalk and parking lane for 6 weeks. Due to construction delays with the wall replacement, the project is now anticipated to be completed on August 16th, 2024.

All streets have remained open throughout the project and there have not been any concerns from the maintenance of traffic control.




. THE MOT PLAN PROVIDED IS FOR REFERENCE ONLY AND MAY CHANGE. NOT ALL REQUIRED SIGNAGE AND BARRICADES ARE SHOWN.TRAFFIC CONTROL SHALL BE IN COMPLIANCE WITH THE MUTCD, CITY OF BLOOMINGTON STANDARD, THE STANDARD SPECIFICATIONS AND DETAIL SPECIFICATIONS.

THE CONTRACTOR SHALL SUBMIT TRAFFIC CONTROL PLANS TO INDIANA UNIVERSITY AND THE CITY OF BLOOMINGTON FOR VARIOUS SEGMENTS OF CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT THEIR PROPOSED TRAFFIC CONTROL PLANS ALONG WITH PROJECT SCHEDULE AND SEQUENCE AS PER THE GENERAL NOTE AND SPECIFICATIONS.

3. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE SIGNS AND PLACEMENT OF SAID SIGNS IN COMPLIANCE WITH THE MUTCD (LATEST EDITION), THE CURRENT INDOT STANDARDS, AND ACCEPTED PLAN FROM IU AND CITY OF BLOOMINGTON.

4. FOR WORK ZONES OCCUPYING A LOCATION FOR A ZONE THAT MOVES INTERMITTENTLY/CONTINUOUSLY), MOVEMENTS FROM EACH END SHALL BE COORDINATED BY FLAGGERS IF TRAFFIC IS FORCED TO USE A SINGLE LANE FOR A LIMITED DISTANCE.

5. WHEN THE TEMPORARY TRAFFIC CONTROL ZONE IS SHORT ENOUGH TO ALLOW A FLAGGER TO SEE FROM ONE END OF THE ZONE TO THE OTHER, TRAFFIC WILL BE CONTROLLED BY A FLAGGER AT EACH END OF THE

6. FOR WORK ZONES OCCUPYING A LOCATION GREATER THAN 12 HOURS, BARRICADES AND/OR CONES SHALL

GENERAL NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR VERIFYING UTILITY LOCATIONS PRIOR TO CONSTRUCTION. CALL 811 AND 812.382.5544 FOR UTILITY LOCATES.

2. BUILDING FACADE SHALL BE PROTECTED DURING CONSTRUCTION. DAMAGE OCCURRING DURING CONSTRUCTION SHALL BE REPAIRED BY CONTRACTOR TO ARCHITECT/OWNER APPROVAL.

3. GENERAL CONTRACTOR TO FIELD CHECK AND VERIFY ALL DIMENSIONS, CONDITIONS AND LOCATIONS. REPORT DISCREPANCIES TO ARCHITECT.

4. CONTRACTOR SHALL COORDINATE WORK OF OTHER TRADES PRIOR TO START OF CONSTRUCTION.

5. EXISTING TREES SHALL REMAIN AND BE PROTECTED DURING CONSTRUCTION. CONTRUCTION TRAFFIC, AND STORAGE OF MATERIAL AND EQUIPMENT UNDER THE DRIP-LINE OF AN EXISTING TREE IS PROHIBITED.

SHORT DURATION (EITHER LESS THAN 1 HR OR A WORK 6. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL SCHEDULE AN ONSITE MEETING WITH ARCHITECT AND IU REPRESENTATIVE TO REVIEW SCOPE OF WORK AND TREE PROTECTION FENCING.

> 7. DEMOLISHED MATERIAL SHALL BE HAULED OFF SITE AND DISPOSED OF PROPERLY. BURYING OF DEMOLISHED MATERIAL ON SITE IS PROHIBITED.

> 8. STRUCTURES, FOOTINGS, SLABS, AND/OR FOUNDATIONS SHALL BE REMOVED COMPLETELY, OR AS INDICATED ON PLANS. BACKFILL WITH COMPACTED GRAVEL FILL IF IN AN AREA OF PROPOSED FILL.

9. PAVEMENT AND CURBS NOTED FOR REMOVAL SHALL BE SAWCUT TO FORM A CLEAN EDGE.

LEGEND:	
	EXISTING CONCRETE AND STONE PAVERS TO BE REMOVED.
	EXISTING WALL TO BE REMOVED
	EXISTING TO BE REMOVED
• • • • • • • • • • • • • • • • • • •	EXISTING TREES TO REMAIN
\sim \sim	EXISTING LIGHT POLE TO REMAIN
-xxxx	CONSTRUCTION FENCING TREE PROTECTION FENCING
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	EX STORM SEWER
	EX GAS LINE EX UNDERGROUND UTILITY
	EX SANITARY LINE
— ит — ит — ит — ит —	EX PHONE LINE
- H20	EX WATER LINE
	EX MAJOR CONTOURS
~	EX MINOR CONTOURS
co	EX CLEANOUT
SA	EX SANITARY MANHOLE
	EX CATCH BASIN
EM	EX ELECTRIC METER
WM	EX WATER METER
GM	EX GAS METER
d	EX SIGN
PH	EX PHONE POLE

 DS_{O}

EX DOWNSPOUT

www.springpointarchitects.com EDESO Field Set CONSTRUCTION 05/20/2024 certified No. LA21600003 02.27.24 ARL MATO OF project title 60 305 9TH MIN ALONG 02 ō #2(0 BL SIT \geq DIANA UNIVERS BL044 MC REPAIR RETANINING V C STREET INDIANA 9th ய் 525 project information PROJECT NUMBER: 23-45 ISSUE DATE: 100% CD 02.27.24 **REVISION DATE:** СК DRAWN BY: CHECKED BY: DG sheet title MAINTENANCE OF TRAFFIC PLAN sheet number L000

springpoint ARCHITECTSrc

BLOOMINGTON, INDIANA 47403

522 W. 2nd STREET

812.318.2930

S



DEMOLITION NOTES:

EXISTING CONCRETE SIDEWALK SHALL REMAIN AND BE

(2) EXISTING CONCRETE CURB SHALL REMAIN AND BE PROTECTED.

(3) EXISTING SIGN SHALL REMAIN AND BE PROTECTED.

(5) EXISTING BUILDING ENTRY, STAIRS, AND FACADE SHALL REMAIN

(6) EXISTING TREES TO REMAIN AND BE PROTECTED. PROVIDE TREE PROTECTION FENCING PER PLAN. EXISTING TREES ON SITE WITHOUT FENCING INDICATED SHALL REMAIN AND BE PROTECTED THROUGHOUT CONSTRUCTION. CONSTRUCTION TRAFFIC, STORING EQUIPMENT AND/OR MATERIAL UNDER THE DRIPLINE SHALL BE PROHIBITED. REF DETAIL B/L502.

(7) CONSTRUCTION FENCING WITH SCREEN FABRIC, REF DETAIL

(8) EXISTING PORTION OF STONE WALL TO REMAIN. ALTERNATE: REPAIR STONE WALL AS INDICATED ON SITE PLAN

(9) EXISTING PORTION OF STONE WALL TO BE REMOVED AND HAULED OFF SITE. REF REMOVAL LIMITS THIS SHEET. ALTERNATE: EXISTING PORTION OF WALL ALONG DUNN SHALL BE REMOVED. AREA TO BE REGRADED. REF REMOVAL LIMITS THIS

REF SITE PLAN L201 FOR SPECIFIED IMPROVEMENTS.

EXISTING STONE STEPS, CHEEKWALLS, AND ASSOCIATED FOUNDATIONS SHALL BE REMOVED. STONE STEPS SHALL BE SALVED AND STORED ON SITE FOR OWNER. REF SITE PLAN L201 FOR SPECIFIED IMPROVEMENTS.

(1) EXISTING FOUNDATION TO BE REMOVED. AT NEW STAIR LOCATION, REMOVE TO A DEPTH SUITABLE FOR STAIR INSTALLATION. REMOVE THE REMAINING FOUNDATION TO A DEPTH OF 12", SUITABLE FOR SOD GROWTH. REF THIS SHEET FOR LIMITS. REF SITE PLAN L201 FOR SPECIFIED IMPROVEMENTS.

(12) EXISTING CONCRETE WALK TO BE REMOVED AND REPLACED. REF

(3) EXISTING CONCRETE CURB TO BE REMOVED AND REPLACED. REF

(14) EXISTING ASPHALT TO BE REMOVED FOR NEW CURB INSTALLATION. SAW CUT ASPHALT EDGE FOR REINSTALLATION. REF SITE PLAN L201 FOR SPECIFIED IMPROVEMENTS.

(15) EXISTING SIGN TO BE REMOVED, SALVAGED ON SITE, AND REINSTALLED. REF SITE PLAN L201 AND DETAIL F/L502.

EXISTING RAMP TO BE REMOVED AND REPLACED. REF SITE PLAN L201 FOR SPECIFIED IMPROVEMENTS.

(18) EXISTING OUTLET IN WALL FOR DRAIN PIPE. CONTRACTOR TO VERIFY THAT EXISTING PIPE HAS BEEN ABANDONED AND THAT DOWNSPOUTS HAVE BEEN REROUTED PER SURVEY.

(19) INGROUND ELECTRICAL BOX TO REMAIN AND BE PROTECTED

(2) REMOVE GRADE THIS AREA FOR FUTURE IMPROVEMENTS. PROVIDE GRAVEL BACKFILL AS NEEDED. REF SHEET L201 FOR SPECIFIED IMPROVEMENTS.

(2) EXISTING GAS LINE TO REMAIN. CONTRACTOR TO VERIFY DEPTH PRIOR TO DIGGING. REF SHEET L201 FOR SPECIFIED

Erosion Control

Description Quantity Unit

GENERAL NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR VERIFYING UTILITY LOCATIONS PRIOR TO CONSTRUCTION. CALL 811 AND 812.382.5544 FOR UTILITY LOCATES.

2. BUILDING FACADE SHALL BE PROTECTED DURING CONSTRUCTION. DAMAGE OCCURRING DURING CONSTRUCTION SHALL BE REPAIRED BY CONTRACTOR TO ARCHITECT/OWNER APPROVAL.

3. GENERAL CONTRACTOR TO FIELD CHECK AND VERIFY ALL DIMENSIONS, CONDITIONS AND LOCATIONS. REPORT DISCREPANCIES TO ARCHITECT.

4. CONTRACTOR SHALL COORDINATE WORK OF OTHER TRADES PRIOR TO START OF CONSTRUCTION.

5. EXISTING TREES SHALL REMAIN AND BE PROTECTED DURING CONSTRUCTION. CONTRUCTION TRAFFIC, AND STORAGE OF MATERIAL AND EQUIPMENT UNDER THE DRIP-LINE OF AN EXISTING TREE IS PROHIBITED.

6. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL SCHEDULE AN ONSITE MEETING WITH ARCHITECT AND IU REPRESENTATIVE TO REVIEW SCOPE OF WORK AND TREE PROTECTION FENCING.

7. DEMOLISHED MATERIAL SHALL BE HAULED OFF SITE AND DISPOSED OF PROPERLY. BURYING OF DEMOLISHED MATERIAL ON SITE IS PROHIBITED.

8. STRUCTURES, FOOTINGS, SLABS, AND/OR FOUNDATIONS SHALL BE REMOVED COMPLETELY, OR AS INDICAATED ON PLANS. BACKFILL WITH COMPACTED GRAVEL FILL OR TOPSOIL AS INDICATED ON PLANS.

9. PAVEMENT AND CURBS NOTED FOR REMOVAL SHALL BE SAWCUT TO FORM A CLEAN EDGE.

LEGEND: EXISTING CONCRETE TO BE REMOVED.





EXISTING TREES TO REMAIN

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EX GAS LINE

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(PH)

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EX CATCH BASIN (EM) EX ELECTRIC METER WM EX WATER METER (GM)

EX GAS METER EX SIGN

EX PHONE POLE

EX CLEANOUT

EX SANITARY MANHOLE

EX DOWNSPOUT



522 W. 2nd STREET BLOOMINGTON, INDIANA 47403 812.318.2930 www.springpointarchitects.com



project title



project information					
PROJECT NUMBER: ISSUE DATE: REVISION DATE:	100% CD	23-45 02.27.24 			
DRAWN BY: CHECKED BY:		CK DG			
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	WM)	EX WATER METER	
	GM	EX GAS METER	
	d	EX SIGN	
		EX PHONE POLE	
		EX DOWNSPOUT	





GENERAL NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR VERIFYING UTILITY LOCATIONS PRIOR TO CONSTRUCTION. CALL 811 AND 812.382.5544 FOR UTILITY LOCATES.

2. BUILDING FACADE SHALL BE PROTECTED DURING CONSTRUCTION. DAMAGE OCCURRING DURING CONSTRUCTION SHALL BE REPAIRED BY CONTRACTOR TO ARCHITECT/OWNER APPROVAL.

3. GENERAL CONTRACTOR TO FIELD CHECK AND VERIFY ALL DIMENSIONS, CONDITIONS AND LOCATIONS. REPORT DISCREPANCIES TO ARCHITECT.

4. CONTRACTOR SHALL COORDINATE WORK OF OTHER TRADES PRIOR TO START OF CONSTRUCTION.

5. EXISTING TREES SHALL REMAIN AND BE PROTECTED DURING CONSTRUCTION. STORAGE OF MATERIAL AND EQUIPMENT UNDER THE DRIP-LINE OF AN EXISTING TREE IS PROHIBITED.

6. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL SCHEDULE AN ONSITE MEETING WITH ARCHITECT AND IU REPRESENTATIVE TO REVIEW SCOPE OF WORK AND TREE PROTECTION FENCING.

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9. PAVEMENT AND CURBS NOTED FOR REMOVAL SHALL BE SAWCUT TO FORM A CLEAN EDGE.

- 10. TYPICAL EXTERIOR STAIR REQUIREMENTS (REF PLAN NOTES FOR PROJECT SPECIFIED RISER AND TREAD DIMENSIONS): -RISER HEIGHT SHALL NOT EXCEED 7 IN. -RISER HEIGHT SHALL NOT BE UNDER 4 IN. -MINIMUM TREAD DEPTH SHALL BE 11 IN.
- -RISER HEIGHTS AND TREAD DEPTHS SHALL BE CONSISTENT THROUGHOUT STAIRCASE AND NOT VARY MORE THAN $\frac{1}{4}$ IN BETWEEN STEPS.

LEGEND:



SA

(EM)

WM

GM

PH

springpoint ARCHITECTSrc 522 W. 2nd STREET BLOOMINGTON, INDIANA 47403 812.318.2930 www.springpointarchitects.com 🏷 Field Set CONSTRUCTION 05/20/2024 certified No. LA21600003 project title INDIA ON, σ 0 305 9TH BLOOMING DNG 02 ALO #2 SITY <3 \mathbf{O} DIANA UNIVERS BL044 Mc REPAIR RETANINING STREET INDIANA 9th ய 525 project information PROJECT NUMBER: 23-45 ISSUE DATE: 100% CD 02.27.24 **REVISION DATE:** DRAWN BY: СК CHECKED BY: BK sheet title GRADING AND DRAINAGE PLAN sheet number L.301





2. DO NOT HEAVILY PRUNE TREES AT PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS, AND BROKEN OR DEAD BRANCHES. SOME INTERIOR TWIGS AND LATERAL BRANCHES MAY BE PRUNED; HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.

3. TREES MUST BE PLANTED SUCH THAT THE TRUNK FLARE IS VISIBLE AT THE TOP OF THE ROOT BALL. DO NOT COVER THE TOP OF THE ROOT BALL WITH SOIL. AFTER INSTALLATION, FINISH GRADE OF ROOT BALL SHOULD BE AT OR ABOVE SURROUNDING FINISH GRADE

1. STAKE TREES ONLY IF THEY DO NOT REMAIN PLUMB.

TREE GATOR OR EQUIV. PORTABLE DRIP IRRIGATION BAG- NOT REQ. IF **OPERATIONAL IRRIGATION SYSTEM EXISTS** AT TIME OF PLANTING. ONLY USE FROM APRIL 1- OCTOBER 31.

3 STAKES WITH RUBBER TUBING AND FLAGS (SEE GENERAL NOTES FOR STAKING REQUIREMENTS). STAKES ARE TO BE LOCATED WITHIN MULCH RING. REMOVE TOP 1/2 OF BURLAP AS WELL AS

ANY BINDERS FROM AROUND TOP OF ROOT - MULCH. DO NOT PLACE IN CONTACT WITH TREE TRUNK. MAINTAIN MULCH SO IT

----- SPADE EDGE AT BED

— TOPSOIL SCARIFY ALL SIDES OF TREE PIT

PLACE ROOTBALL ON UNEXCAVATED OR TAMPED NATIVE SOIL

PLANT LIST

KEY	BOTANICAL NAME	COMMON NAME	QNTY	SIZE
TREES				
NY SY	Nyssa sylvatica	Black Gum	4	2"cal.

1. LAWN: SHALL BE SOD PER PLAN. -Tall Fescue Blend (100%)

TREE PLANTING DETAIL D SCALE: 1"=1'-0

GENERAL PLANTING NOTES
1. CONTRACTOR IS RESPONSIBLE FOR VERIFYING UTILITY LOCATIONS PRIOR TO CONSTRUCTION. CALL 811 FOR UTILITY LOCATES.
2. CONTRACTOR SHALL VERIFY DIMENSIONS AND LOCATIONS IN FIELD PRIOR TO CONSTRUCTION.

3. DAMAGE OCCURING DURING CONSTRUCTION THAT FALLS BEYOND THE LIMITS OF CONSTRUCTION SHALL BE REPAIRED BY CONTRACTOR TO ARCHITECT APPROVAL.

4. EXISTING TREES NOTED ON PLANS TO REMAIN SHALL BE PROTECTED DURING CONSTRUCTION. REF L101 FOR CONSTRUCTION AND TREE PROTECTION FENCE LOCATIONS. CONSTRUCTION MOVEMENT AND STORAGE OF MATERIAL AND EQUIPMENT UNDER THE DRIPLINE OF AN EXISTING TREE IS PROHIBITED.

5. MULCH: PROVIDE 2-3" LAYER OF ORGANIC SHREDDED BARK MULCH AROUND TREES AND THROUGHOUT PLANT BEDS UNLESS OTHERWISE NOTED.

6. CONTAINER OR BALL AND BURLAP ARE ACCEPTABLE

7. PLANT MATERIALS SHALL CONFORM TO THE REQUIREMENTS DESCRIBED IN THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, WHICH IS PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN. PLANTS SHALL BE NURSERY GROWN.

8. THE CONTRACTOR IS RESPONSIBLE FOR FULLY MAINTAINING ALL PLANTING AND LAWN AREAS INCLUDING, BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, PRUNING, FERTILIZING, ETC., UNTIL WORK IS ACCEPTED IN FULL BY THE OWNER.

9. THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR BEGINNING ON THE DATE OF TOTAL ACCEPTANCE. THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS BEFORE OR AT THE END OF THE GUARANTEE PERIOD.

10. THE OWNER/ARCHITECT SHALL APPROVE THE STAKING LOCATION OF ALL PLANT MATERIAL PRIOR TO INSTALLATION.

11. ALL DISTURBED AREAS NOT INCLUDED IN LANDSCAPE MULCH BEDS ARE TO BE DEBRIS-RAKED AND FINED-GRADED AS NEEDED, THEN MULCH SEEDED (OR SODDED, PER PLAN) AND WATERED UNTIL A HEALTHY STAND OF TURF IS ESTABLISHED.

12. ANY PLANT OR OTHER LANDSCAPE MATERIAL SUBSTITUTIONS INSTALLED WITHOUT DESIGNER AND/OR OWNER APPROVAL SHALL BE REPLACED AT CONTRACTOR'S EXPENSE. ALL PLANTS ARE SUBJECT TO THE APPROVAL OF THE OWNER/ARCHITECT BEFORE, DURING AND AFTER INSTALLATION.

13. TREES SHALL BE PLANTED TO MAINTAIN A MINIMUM 10' DISTANCE BETWEEN TREE TRUNK AND UTILITY MAINS SUCH AS WATER, SANITARY SEWER, GAS, AND STORM. TREES SHALL ALSO MAINTAIN A 5' CLEARANCE BETWEEN TREE TRUNK AND STRUCTURES, BUILDING OVERHANGS, WALLS, FENCES, PROPERTY LINES, AND OTHER TREES.

LEGEND: —x— TREE PROTECTION FENCING - OHV ______ ST _____ ST _____ ST ____ EX STORM SEWER _____ EX GAS LINE - uge ____ uge ____ uge ____ Uge ___ EX UNDERGROUND UTILITY EX SANITARY LINE ____ EX MAJOR CONTOURS EX MINOR CONTOURS (CO)SA (EM) WM GM (PH) DS_{O}



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DETAIL SCALE: NTS

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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: July 30, 2024

Department of Public Works (DPW) has requested an outdoor lighting service agreement to replace four (4) existing shoe box fixtures and poles around the Monroe County Courthouse as they are at the end of their life.

Summary of Contract:

Locations: Monroe County Courthouse Fixture: Four (4) 70 Watt LED Roadway fixtures with a grey finish Color Temperature: 3,000 Kelvin Pole: Four (4) Aluminum poles with a grey finish Funding Source: Local Roads and Streets Fund Estimated Monthly Charge: \$106.92 Estimated Annual Charge: \$1,283.04

The City will pay the ongoing monthly costs under the XLEF Rate Structure for the life of the system. All of the associated costs with these lights will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

City of Bloomington Contract and Purchase Justification Form

Vendor: Duke Energy

Contract Amount: \$106.92MO;\$1,283.04YR

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.

			PURC	CHASE INFORMATI	ON			
1.	Check the box beside the procure applicable)	mentr	nethod	used to initiate this j	orocur	rement: (Attach a quote or	bid tabulation if	
	Request for Quote (RFQ)		Req	uest for Proposal (RFP)		Sole Source	Not Applicat	le
	Invitation to Bid (ITB)		Req (RFC	uest forQualifications Qu)		Emergency Purchase	()	
2.	List the results of procurement p	rocess	. Give f	urther explanation	where	requested.	Yes No	
	# of Submittals:	Yes	No			the lowest cost selected? (If no,		
	Met city requirements?	~			pleas	e state below why it was not.)		
	Met item or need requirements?	•						
	Was an evaluation team used?		✓					
	Was scoring grid used?		/					
	Were vendor presentations requested?	2	~					

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: SMITHC@BLOOMINGTON.IN.GOV Project Information: CITY OF BLOOMINGTON BLOOMINGTON Indiana 47401-2433

Account Number: 9101 2294 9536

Work Order Number: 54565253

Duke Energy Representative Contact Info: Craig Barker

This Lighting Service Agreement is hereby entered into this 28th day of July, 2024, 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. 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 _	7/28/2024

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



Summary of Estimated Charges								
Minimum Service Term	Initial Monthly Cost	Total Early Termination Charges	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term			
10 Years (120) Months	106.92	0.00	0.00	12830.40	106.92			

Monthly Base Charges								
Service Required	Quantity	Product Description Fixtures and Poles	Equipment Rental**	Maintenance	Energy	Unit Total	Sub-Total	
I	004	Light Bracket Top Mount Aluminum 14in long Gray Single	1.53	0.00	0.00	1.53	6.12	
I	004	Light Fixture Roadway LED 70W Gray Type III 3000K	3.24	2.12	1.71	7.07	28.28	
R	004	Light Pole Direct Buried Aluminum 39ft long Brushed Alu	0.00	0.00	0.00	0.00	0.00	
I	004	Light Pole Direct Buried Aluminum 39ft long Brushed Alu	18.13	0.00	0.00	18.13	72.52	
		Rental, Maintenance, F&E Totals:	\$91.60	\$8.48	\$6.84			
Estimated Change to Base Monthly Charge Total						\$106.92		



OUTDOOR LIGHTING UOLS SERVICE AGREEMENT

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

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

See Section I, below for further 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 above. Upon request the location information or drawing will be provided for the proposed placement of this lighting equipment.

IN WITNESS WHEREOF, 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 Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other 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 to provide, operate and maintain an outdoor lighting system. 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 according to Company discretion.
- 1.3 Tariff riders and sales tax are not included, which may cause the amounts quoted to fluctuate.

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.

- Impact watts times estimated Annual Burn Hours as Annual kWh divided by twelve (12) months equals monthly kWh.
 - shown in lines above equal annual watt hours.
 - Annual watt hours divided by 1000 hours equal annual · Monthly kWh times current rate per kWh equals the
- kilowatt hours (kWh).

monthly dollar amount for each item.

LIGHTING LAYOUT DESIGN DISCLAIMER

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.



SECTION II. - CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

2.1 HOURS OF OPERATION are 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. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge or based upon a calculation related to an agreed upon schedule of usage and the luminaire impact wattage.

SECTION III. - ENERGY USAGE COST CALCULATION

- 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 Page 3 of this Agreement and adding any energy 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 appropriate State Utility 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 appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV. - SYSTEM MAINTENANCE

- 4.1 Normal 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 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right 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. Different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 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 tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 2 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable 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.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter 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 2 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VII. – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are 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. However, 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 service 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 service 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 minus any salvage value, 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. 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.
- 5. 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.
- 6. 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 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.
- 7. 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, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8. Customer desiring a Company-installed System on a public rights-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 easements.
- 9. 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.
- 10. 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 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 will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 11. 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). 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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 obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

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





Monroe County Courthouse: Street Light Locations





REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

				Bank	
Date:	Type of Claim	FUND	Description	Transfer	Amount
7/26/2024	Payroll				587,966.52
	,				
					587,966.52
		ALLOWANC	E OF CLAIMS		
claim, and exc total amount c	cept for the claims not all	lowed as shown or	jister of claims, consisting h the register, such claims	of 1 are hereby allowed in the	
Kyla Cox Decl	kard, President	Elizabeth Karo	n, Vice President	James Roach, Secreta	ary
	fy that each of the above ith IC 5-11-10-1.6.	listed voucher(s)	or bill(s) is (are) true and c	correct and I have audited s	ame in
		Fiscal Officer_			



Board of Public Works Staff Report

Project/Event:	Poplars Building – F.A. Wilhelm Construction
Staff Representative:	Kyle Baugh
Petitioner/Representative:	Aaron Bishop
Date:	July 30 th , 2024

Report:

F.A. Wilhelm Construction is requesting sidewalk, alley closure, and metered parking reservations. The planned closures and reservations are as follows:

- Sidewalk closures and metered parking reservations are planned for the east side of N Grant and the west side of N Dunn.
- The alley closure request is for the east-west alley on the south side of the property.

These closures are to accommodate construction activities for the Poplar building and represent the first of four planned phases. Traffic control measures will be in place from August 12, 2024, to November 4, 2024.

F.A. Wilhelm Construction has supplied maintenance of traffic plans for all work.











Typical Application 28



Board of Public Works Staff Report

Project/Event:	Posh Hotel
Staff Representative:	Kyle Baugh
Petitioner/Representative:	Tom Ritman
Date:	July 30th, 2024

Report: Gilliatte General Contractors is requesting metered parking lane reservations and a pedestrian diversion on S Washington St adjacent to 200 E Kirkwood (5/3 Bank site). They are also requesting a one week alley closure in the east west alley on the south side of the property. This request is to accommodate material storage and construction activates for Posh hotel. The pedestrian diversion and meter parking lane reservation would be in place from August 1st, 2024 to June 24th, 2024. The alley closure would be in place from August 13th, 2024 to August 20th, 2024.

Gilliatte General Contractors has supplied maintenance of traffic plans for all work.



TYPE	CASTING	PIPE SIZE	PIPE TYPE	LENGTH	ТС	INV. UP	INV. DN.	SLOPE	COMMENT
TRENCH DRAIN	NEENAH 4990 EX	12"	PVC	22'	758.29	754.22	753.98	0.50%	CONNECT TO TRENCH DRAIN. ST
TRENCH DRAIN	NEENAH 4990 EX	12"	PVC	17'	757.83	754.06	753.98	0.50%	CONNECT TO EXIST. STR 102
CURB INLET		12"	PVC	6'	757.78	754.58	753.93	10.07%	CONNECT TO EXIST. STR 102
-									



Typical Application 28



Board of Public Works Staff Report

Project/Event:	Awarding Contract for the Downtown Street Maintenance Project
Petitioner/Representative:	Engineering Department
Staff Representative:	Jeremy Inman
Date:	July 30 th , 2024

Report: This project shall include, but is not limited to, asphalt resurfacing, restriping, curb ramp modifications, and storm water infrastructure updates on portions of 4th Street, 6th Street, College Avenue, and Walnut Street; installation of new accessible parking spaces in the downtown area; and sign, pavement marking, and parking meter post maintenance activities related to parking spaces in the downtown area. Bids were publicly opened and read aloud during the 7/29/2024 BPW work session. This project will have temporary lane closures during construction. This project will be funded locally by the following sources: 455-26-260000-53990 (parking-related work), 101-13-13CRED-54510 (safety-101-20-20CRED-54510 (resurfacing-related work), and work).. related Engineering request that BPW award this project to Milestone Contractor, LP . Milestone Contracting, LP is the lowest responsible and responsive bidder. Milestone Contracting is in the amount of \$ 1,997,075.00.

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

ENGINEERING DEPARTMENT

AND

CONTRACTOR

FOR

DOWNTOWN STREET MAINTENANCE PROJECT

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for milling and resurfacing (more particularly described in Attachment A, "Scope of Work"); and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

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

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within two-hundred (200) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

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

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

ARTICLE 3. COMPENSATION

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

3.02 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Bid, attached hereto as Attachment 'E'. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

<u>4.02</u> <u>**Retainage Amount**</u> The retainage amount shall be five percent (5%) of the dollar value of all work satisfactorily completed and shall be withheld until the Contract work is complete. The retainage amount shall be placed in an escrow account with an escrow agent or shall be held by the Board of Public Works ("Board"). Yellow Cardinal Group Columbus, Indiana, shall serve as the escrow agent.

4.03 Escrow Agent If an escrow agent is used, the escrow agent, Owner and Contractor shall enter into a written escrow agreement and Contractor shall work directly with the escrow agent to set up the account. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

<u>4.04</u> Board If the retainage is held by the Board, the Owner shall place the funds so retained in a retainage account with the Board. Such deposit shall be made within three business days after the date such payments are made to Contractor. No income will be earned or will be payable on the deposit.

<u>4.05</u> Payment of Escrow Amount The escrow agent shall hold the escrowed principal and income until receipt of the notice from Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of Owner, at which time Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.07.

4.06 Payment of Retainage Amount by the Board The Board shall hold the retainage until notice from the Owner that the Contract work has been substantially completed to the reasonable satisfaction of the Owner. At this time, the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the Board to pay the Contractor the retainage. No interest will have been earned or will be payable. Nothing in this section shall prohibit Owner from requiring the Board to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.07.

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

- 1. This Agreement and its Attachments.
- 2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
- 3. All Addenda to the Bid Documents.
- 4. The Invitation to Bidders.
- 5. The Instructions to Bidders.
- 6. The Special Conditions.
- 7. All plans as provided for the work that is to be completed.
- 8. The Supplementary Conditions.
- 9. The General Conditions.
- 10. The Specifications.
- 11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
- 12. CONTRACTOR'S submittals.
- 13. The Performance Bond and the Payment Bond.
- 14. The Escrow Agreement.
- 15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

<u>5.05.01</u>

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him or her from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement,

whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

5.07 Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. CONTRACTOR shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 Non-Discrimination

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

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

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

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

a. Has formulated its own Affirmative Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.

b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Milestone Contractors, LP		
Attn: Jeremy Inman	Attn: Aj Chandler		
P.O. Box 100 Suite 130	4755 W Arlington Road		
Bloomington, Indiana 47402	Bloomington IN 47404		

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 **Drug Testing Plan**

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

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

DATE: _____

CITY OF BLOOMINGTON

MILESTONE CONTRACTING, LP

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Elizabeth Karon, Vice President

Printed Name

James Roach, Secretary

Title of Contractor Representative

Kerry Thompson, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

DOWNTOWN STREET MAINTENANCE PROJECT

This project shall include, but is not limited to, asphalt resurfacing, restriping, curb ramp modifications, and storm water infrastructure updates on portions of 4th Street, 6th Street, College Avenue, and Walnut Street; installation of new accessible parking spaces in the downtown area; and sign pavement marking, and parking meter post maintenance activities related to parking spaces in the downtown area.

ATTACHMENT 'B'

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

STATE OF INDIANA)) SS: COUNTY OF _______ MONROE)

AFFIDAVIT

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

1.	The undersigned is the <u>DIRECTOR OF ESTIMATING</u>	of
	(job title)	
	MILESTONE CONTRACTORS, LP	
	(company name)	

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

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
Α.	TRENCH BOX	LS	\$3,500.00	1	\$3,500.00
В.			2		
C.					
D.					
				Total	\$ 3,500.00

Method of Compliance (Specify) _____ TRENCH BOX

andh	Date: JULY 29	, 20_24
Signature		
AARON CHANDLER		
Printed Name		
STATE OF INDIANA		
COUNTY OF MONROE	SS:	
Before me, a Notary Public in and AARON CHANDLER		personally appeared edged the execution of the foregoing this
29 day of JULY	, 20_24	aged the execution of the foregoing this
My Commission Expires: <u>12/16/29</u>		Haywood Public
County of Residence: MONROE	ELIZABETH HAYW	VOOD
Commission #:	Printed Name of No	ELIZABETH HAYWOOD Notary Public, State of Indiana SEAL: SEAL: SCALING Commission Number NP0738003
*Bidders: Add extra sheet(s), if nee	ded.	December 16, 2029

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

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA

COUNTY OF MONROE

E-Verify AFFIDAVIT

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

1. The undersigned is the DIRECTOR OF ESTIMATING MILESTONE CONTRACTORS, LP.

a. (job title)

(company name)

2. The company named herein that employs the undersigned:

))SS:

- 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 herby states that, to the best of his/her belief, the company named herein is enrolled in and

participates in the E-verify program. 1 Signature

AARON CHANDLER Printed Name

STATE OF INDIANA))SS: COUNTY OF <u>MONROE</u>)

Before me, a Notary Public in and for said County and State, personally appeared <u>AARON CHANDLER</u> acknowledged the execution of the foregoing this <u>29</u> day of <u>JULY</u>, 20 <u>24</u>.

My Commission Expires: 12/16/24

Signature of Notary Public

County of Residence: MONROE

My Commission #: 738003

ELIZABETH HAYWOOD





and

ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA

)) SS:

COUNTY OF MONROE

AFFIDAVIT

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

1. The undersigned is the <u>DIRECTOR OF ESTIMATING</u> of (job title) <u>MILESTONE CONTRACTORS, LP</u>... (company name)

2. The undersigned is duly authorized and has full authority to execute this Affidavit.

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

Signature

AARON CHANDLER Printed Name STATE OF INDIANA))SS: COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared <u>AARON CHANDLER</u> and acknowledged the execution of the foregoing this <u>29</u> day of <u>JULY</u>, <u>20 24</u>

My Commission Expires: <u>12/16/29</u>

Signature of Notary Public

County of Residence: MONROE

ELIZABETH HAYWOOD Printed Name of Notary Public

My Commission #: 738003



ATTACHMENT 'E'

"Unit Prices" and "Contractor's Bid"

Line				Unit of		
Item	Item ID	Description	Quantity	Measure	Unit Cost	Total
Tuenn		CONSTRUCTION	Quantity	Wedsure		Total
1	105-06845	ENGINEERING	1	LS	\$15,000.00	\$15,000.00
-		MOBILIZATION AND		20	<i>v</i> = 0 , c = c = c	<i>q</i> 20 ,00000
2	110-01001	DEMOBILIZATION	1	LS	\$90,000.00	\$90,000.00
		TREE, 30 IN.,				
3	201-02260	REMOVE	2	EACH	\$2,500.00	\$5,000.00
		CLEARING RIGHT OF				
4	201-52370	WAY	1	LS	\$40,000.00	\$40,000.00
		CURB, CONCRETE,				
5	202-02278	REMOVE	1781	LFT	\$5.00	\$8,905.00
		SIDEWALK,				
6		CONCRETE,	4 5 7 0		<u> </u>	*= ~= ~ ~ ~
6	202-52710	REMOVE	1570		\$5.00	\$7,850.00
7	202-91385	INLET, REMOVE	7	EACH	\$750.00	\$5,250.00
		SIGNAL POLE				
0		FOUNDATION,	1		61 FOO OO	ć1 500 00
8	202-93995	REMOVE TEMPORARY INLET	T	EACH	\$1,500.00	\$1,500.00
9	205-06933	PROTECTION	74	EACH	\$280.00	\$20,720.00
J	205-00555	COMPACTED	/ 4	EACH	J200.00	γ20,720.00
10	301-12234	AGGREGATE NO. 53	612	TON	\$35.00	\$21,420.00
10	501 1220 .	PCC BASE	011		<i>400.00</i>	<i>YL</i> 1, 120100
11	305-07464	PATCHING, 9 IN.	279	SYS	\$90.00	\$25,110.00
	-	MILLING, ASPHALT,		-		. ,
12	306-08034	1 1/2 IN	51592	SYS	\$5.50	\$283,756.00
		MILLING, ASPHALT,				
13	306-08037	3 IN.	136	SYS	\$11.00	\$1,496.00
		MILLING,				
14	306-08043	TRANSITION	284	SYS	\$6.00	\$1,704.00
		HMA SURFACE, 9.5				
15	401-07321	mm (TYPE B)	4319	TON	\$110.00	\$475,090.00

		HMA INTERMEDIATE,				
16	401-07390	19.0 mm (TYPE B) HMA BASE, 25.0	24	TON	\$150.00	\$3,600.00
17	401-07407	mm (TYPE B) JOINT ADHESIVE,	39	TON	\$115.00	\$4,485.00
18	401-10258	SURFACE HMA WEDGE AND	23861	LFT	\$.40	\$9,544.40
19	402-07451	LEVEL, TYPE B ASPHALT FOR TACK	5	TON	\$400.00	\$2,000.00
20	406-05521	COAT	51983	SYS	\$.20	\$10,396.60
21	502-06457	PCCP, 9IN. SIDEWALK,	242	SYS	\$150.00	\$36,300.00
22	604-06070	CONCRETE, 4IN CURB RAMP,	1001	SYS	\$120.00	\$120,120.00
23	604-08086	CONCRETE DETECTABLE WARNING	1052	SYS	\$178.00	\$187,256.00
24	604-12083	SURFACES DETECTABLE WARNING SURFACES,	170	SYS	\$215.00	\$36,550.00
25	604-12084	RETROFIT	3	SYS	\$1,000.00	\$3,000.00
26	605-06120	CURB, CONCRETE MULCHED SEEDING, CITY OF	2178	LFT	\$70.00	\$152,460.00
27	621-06561	BLOOMINGTON MIX TURF RESTORE, EXISTING	530	SYS	\$32.00	\$16,960.00
28	621-06576	PAVEMENT AREA PLANT, DECIDUOUS TREE, SINGLE STEM, OVER 2 IN. TO 2.5	303.5	SYS	\$110.00	\$33,385.00
29	622-05650	IN. PIPE, TYPE 2,	3	EACH	\$3,000.00	\$9,000.00
30	715-05149	CIRCULAR, 12 IN. ADJUST WATER	317	LFT	\$150.00	\$47,550.00
31	715-94530	VALVE TO GRADE	4	EACH	\$175.00	\$700.00

32	720-07309	TRENCH DRAIN	24	LFT	\$46E 00	¢11 160 00
52	/20-0/309	TRENCH DRAIN	24		\$465.00	\$11,160.00
33	720-07310	CONCRETE BACKFILL	33	LFT	\$65.00	\$2,145.00
		CASTING, INLET,				
34	720-12797	ADJUST TO GRADE	16	EACH	\$1,250.00	\$20,000.00
35	720-45045	INLET, TYPE J10	9	EACH	\$5,250.00	\$47,250.00
36	720-45055	INLET, TYPE M10	3	EACH	\$5,250.00	\$15,750.00
		CASTING, TYPE 10,				
		FURNISH AND				
37	720-44055	ADJUST TO GRADE	1	EACH	\$2,000.00	\$2,000.00
38	720-45400	MANHOLE, TYPE A4	5	EACH	\$5,250.00	\$26,250.00
		MAINTAINING				
39	801-06775	TRAFFIC	1	LS	\$12,000.00	\$12,000.00
		DOUBLE SIDED, R1-6				
		(12'X36") ON FIXED				
		BASE,				
		MECHANICALLY				
		FASTENED, IMPACT				
		RATED, REACTIVE				
		SPRING BACK				44,000,00
40	802-03822	ASSEMBLY	1	EACH	\$1,000.00	\$1,000.00
		SIGN POST,				
		SQUARE, TYPE 1,				
41	802-05704	UNREINFORCED ANCHOR BASE	547	ICT	¢20.00	\$16 410 00
41	802-05704	SIGN, SHEET	547	LFI	\$30.00	\$16,410.00
		ASSEMBLY,				
42	802-07058	RELOCATE	14	EACH	\$375.00	\$5,250.00
72	002 07050	SIGN, SHEET, AND	74	LACH	<i>4373.00</i>	<i>\$3,230.00</i>
43	802-07059	SUPPORTS, REMOVE	2	EACH	\$515.00	\$1,030.00
	002 07000	SIGN, SHEET, WITH	-	_,	<i>4010100</i>	<i>_</i> ,
44	802-09840	LEGEND, 0.100 IN.	262	SFT	\$40.00	\$10,480.00
		SIGN, OVERHEAD,				
45	802-74050	REMOVE	4	EACH	\$3,500.00	\$14,000.00
46	804-06770	DELINEATOR POST	1	EACH	\$1,000.00	\$1,000.00
		METER POST,			-	
47	802-93495	ADJUST	23	EACH	\$155.00	\$3,565.00

		PARKING METER				
48	802-93496	POST, INSTALL PARKING METER	81	EACH	\$335.00	\$27,135.00
49	802-93496	POST, REMOVE REMOVAL AND	41	EACH	\$150.00	\$6,150.00
		INSTALLATION OF				
50	618-04182	STREET FURNITURE & BIKE RACKS	1	LS	\$10,000.00	\$10,000.00
50	010 04102	PAVEMENT	-	LJ	<i>Q10,000.00</i>	<i>\$10,000.00</i>
		MESSAGE				
		MARKING,				
		THERMOPLASTIC,				
51	808-02978	BICYCLE LANE MARKING	21	EACH	\$300.00	\$6,300.00
51	000 02570	TRANSVERSE	21	Erteri	\$300.00	<i>40,300.00</i>
		MARKING,				
		THERMOPLASTIC,				
F 2	000 02420	CROSSWALK LINE,	4070		¢c oo	¢20.256.00
52	808-03439	WHITE, 24 IN. PAVEMENT	4876	LFI	\$6.00	\$29,256.00
		MESSAGE				
53	808-05866	MARKING, REMOVE	4	SYS	\$70.00	\$280.00
		LINE,				
		THERMOPLASTIC,				
54	808-06701	BROKEN, WHITE, 4 IN.	2074		\$1.00	\$2,074.00
54	808-00701	LINE,	2074	LFI	\$1.00	\$2,074.00
		THERMOPLASTIC,				
55	808-06703	SOLID, WHITE, 4 IN.	2792	LFT	\$1.00	\$2,792.00
		LINE,				
		THERMOPLASTIC, SOLID, WHITE, 4 IN.				
56	808-06773	- PARKING Ts	7041	LFT	\$1.00	\$7,041.00
		LINE,			<i>~</i>	<i>,,,,</i> ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
		THERMOPLASTIC,				
	000 00774	SOLID, BLUE, 4 IN	<u> </u>		<u> </u>	<u> </u>
57 50	808-06774	PARKING TS			\$2.00	\$1,248.00 \$1,000.00
58	808-06716	LINE, REMOVE	20	LFT	\$50.00	\$1,000.00

		LINE,				
		THERMOPLASTIC,				
59	808-11478	DOTTED, WHITE, 8 IN.	26	LFT	\$4.00	\$144.00
23	000-11470	LINE,	50	LFI	\$4.00	Ş144.00
		THERMOPLASTIC,				
		DOTTED, WHITE, 4				
60	808-11482	IN.	160	LFT	\$2.00	\$320.00
		LINE, THERMOPLASTIC,				
		DOTTED, WHITE, 6				
61	808-11650	IN.	137	LFT	\$3.00	\$411.00
		TRANSVERSE				
		MARKING,				
		THERMOPLASTIC, PARKING LINE,				
62	808-12273	WHITE, 4 IN .	7920	LFT	\$1.00	\$7,920.00
		TRANSVERSE				
		MARKING,				
		THERMOPLASTIC,				
63	808-12274	PARKING LINE, BLUE 4 IN.	617	I FT	\$1.50	\$925.50
00	000 1227 1	PAVEMENT	017	2	φ <u>1</u> .50	<i>\$323.30</i>
		MESSAGE				
		MARKING,				
64	808-12013	THERMOPLASTIC , SHARED LANE	25	EACH	\$300.00	\$7,500.00
04	000-12015	LINE,	25	LACH	\$300.00	\$7,500.00
		THERMOPLASTIC,				
65	808-75043	SOLID, WHITE, 6 IN.	1961	LFT	\$1.50	\$2 <i>,</i> 941.50
		LINE,				
		THERMOPLASTIC, SOLID, YELLOW, 4				
66	808-75245	IN.	3039	LFT	\$1.00	\$3,039.00
-	_	TRANSVERSE			,	. ,
		MARKING,				,
67	808-75260	THERMOPLASTIC,	72	LFT	\$3.00	\$216.00

		CROSSHATCH LINE, WHITE, 12 IN. TRANSVERSE MARKING, THERMOPLASTIC,				
68	808-75297	STOP LINE, 24 IN. PAVEMENT MESSAGE MARKING, THERMOPLASTIC LANE INDICATION	1272	LFT	\$6.00	\$7,632.00
69	808-75320	ARROW PAVEMENT MESSAGE MARKING, THERMOPLASTIC,	11	EACH	\$125.00	\$1,375.00
70	808-75325	ONLY ONLY SNOWPLOWABLE RAISED PAVEMENT	2	EACH	\$150.00	\$300.00
71	808-75998	MARKER CURB, PAINTING,	29	EACH	\$50.00	\$1,450.00
72	808-95932	GRAY CURB, PAINTING,	130	LFT	\$7.00	\$910.00
73	808-95933	YELLOW LINE, THERMOPLASTIC, BROKEN, WHITE, 6	6559	LFT	\$.50	\$3,279.50
74	808-96075	IN. Total	25	LFT	\$1.50	\$37.50 \$1,997,075.00



Board of Public Works Staff Report

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Report: Reed & Sons is working with the Parks Department for the installation of the Gateway Phase 1 project between N College Ave and N Walnut St in Miller Showers Park. The project will include periodic lane closures on N College Ave and N Walnut St for material and equipment unloading as well as a road closure of the cut thru segment of SR Old 37 that runs between N College Ave and N Walnut St. Sidewalk closures will also be a part of the project, but will be contained to within Miller Showers park with detours being provided for the closed routes. The project is anticipated to start on August 5th, 2024, and be completed by November 15th, 2024.





AIA Document G709[®] – 2018

Proposal Request

PROJECT: (name and address) Bloomington Gateways Phase 1	CONTRACT INFORMATION: Contract For: General Construction	Architect's Project Number: 2022-1663 Proposal Request Number: 001
Miller Showers Park, 1500 N College	Date: August 03, 2023	Proposal Request Date: May 01, 2024
Avenue, Bloomington, IN 47404		
OWNER: (name and address)	ARCHITECT: (name and address)	CONTRACTOR: (name and address)
City of Bloomington, Parks and	Rundell Ernstberger Associates, Inc.	Reed & Sons Construction, Inc.
Recreation		
401 N Morton Street, Suite 205,	618 E Market Street, Indianapolis, IN	299 W Moorman Road, Bloomington, IN
Bloomington, IN 47404	46202	47403

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within fourteen (14) days or notify the Architect in writing of the anticipated date of submission.

(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

Please provide a proposed credit for the subtraction of all the sitework, landscaping, foundations, etc. associated with the original monument design. Also provide proposed pricing for the additon of the proposed sitework, landscapeing, foundations, etc. associated with the revised monument design as illustrated in the attached drawings.

Attachments:
G001
LA101
LA201
LA202
LA203
LA204
LA205
LA206
LA207
LA208
LA501
LA503
E201
E601

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

Kevin Sweetland, Associate PRINTED NAME AND TITLE

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City of Bloomington, Indiana **BLOOMINGTON GATEWAYS PHASE 1 BID SET CONSTRUCTION DOCUMENTS** Project No. 2022-1663 June 7, 2023

Prepared for: **CITY OF BLOOMINGTON,** PARKS AND RECREATION Tim Street, Director

401 N Morton Street, Suite 250 | Bloomington, IN 47404 p: (812) 349-3711 e: tim.street@bloomington.in.gov

Project Location: NORTH GATEWAY

Miller Showers Park 1500 N. College Ave. | Bloomington, IN 47404





ANY CONSTRUCTION ON THIS PROJECT.



ALL UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. INDIVIDUAL SERVICE LINES ARE NOT SHOWN. PRIOR TO ANY EXCAVATION, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE INDIANA UNDERGROUND PLANT PROTECTION SERVICES, INC. (WWW.INDIANA811.ORG, 1-800-382-5544.) THIS SERVICE WAS ESTABLISHED TO PROVIDE ACCURATE LOCATIONS OF BELOW GROUND LINES. THE CONTRACTOR OR SUBCONTRACTOR SHALL

NOTIFY THE UTILITY PROTECTION CENTER 48 HOURS IN ADVANCE OF



TOPOGRAPHIC SURVEY Bledsoe Rigger Cooper James 1351 W Tapp Road Bloomington, IN 47403 p: (812) 336-8277 www.brcjcivil.com

Prepared By: LEAD DESIGNER / LANDSCAPE ARCHITECT



RUNDELL ERNSTBERGER ASSOCIATES URBAN DESIGN / PLANNING / LANDSCAPE ARCHITECTURE

618 E MARKET STREET / INDIANAPOLIS, IN 46202 P: 317.263.0127 / REASITE.COM

ELECTRICAL ENGINEER The Engineering Collaborative 2410 Executive Dr. #100, Indianapolis, IN 46241 p: (317) 636-3941 www.tec-mep.com

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<u>/ PR `</u>

STRUCTURAL ENGINEER LYNCH HARRISON & BRUMLEVE, INC. 550 VIRGINIA AVENUE, Indianapolis, IN 46203 p: (317) 423-1550 www.lhb-eng.com

SHEET INDEX

Cover **Topographic Survey Construction Staging Plan**

Site Demolition Plan Site Keynote Plan Site Keynote Enlargement Plan Site Layout Plan Site Layout Enlargement Plan Site Grading Plan Site Grading Enlargement Plan Planting Plan Planting Schedule & Details Site Details Site Details Site Details

Structural Notes Not Used

Electrical Site Plan **Electrical Riser Diagram & Schedules Electrical Details & Symbols**



REPARED BY

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ONSULTANT

ROJECT

REVISIONS:

NO. BY

RAWING NAME:

1 PR KS

DESCRIPTION

PROPOSAL REQUEST 001

618 EAST MARKET STREET / INDIANAPOLIS, INDIANA 46202 P 317.263.0127 / REASITE.COM



TIM STREET - DIRECTOR CITY OF BLOOMINGTON, PARKS AND RECREATION 401 N MORTON ST, SUITE 250, BLOOMINGTON, IN 47404 P 812-349-3711 | tim.street@bloomington.in.gov

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COVER

RAWING



REA PROJECT #: 2022-1663 DATE: 06/07/23 DRAWN BY: KS **REVIEWED BY:** JMM

DATE

05-01-2024





DEMOLITION NOTES:

1. CONTRACTORS SHALL MAKE THEMSELVES FAMILIAR WITH THE CONDITIONS OF THE SURVEY AND OF THE CURRENT EXISTING

2. THE CONTRACTOR SHALL IMMEDIATELY REPORT TO THE LANDSCAPE ARCHITECT / OWNER ANY DISCREPANCIES BETWEEN THE EXISTING CONDITIONS SHOWN ON THESE PLANS AND ACTUAL FIELD CONDITIONS. RUNDELL ERNSTBERGER ASSOCIATES, INC. IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY INFORMATION OR FIELD-LOCATED EXISTING CONDITIONS.

3. THE CONTRACTOR SHALL PROTECT ALL SITE ELEMENTS INDICATED TO REMAIN DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING OR REPLACING ALL ITEMS DAMAGED FROM CONSTRUCTION ACTIVITY.

4. PROTECT ALL EXISTING UTILITIES NOT INDICATED TO BE REMOVED OR ADJUSTED. UNDERGROUND UTILITIES, IF SHOWN, ARE BASED ON ABOVE GROUND INDICATIONS AND CONSTRUCTION DRAWINGS ON FILE AT THE APPROPRIATE UTILITY. THERE IS NO GUARANTEE THAT ALL UNDERGROUND UTILITIES ARE SHOWN AS ACCURATELY AS POSSIBLE BUT MAY NOT BE EXACT. NO PHYSICAL UNDERGROUND UTILITY LOCATIONS WERE VERIFIED.

5. THE CONTRACTOR SHALL COORDINATE ALL WORK WITH THE AFFECTED UTILITIES PRIOR TO THE START OF CONSTRUCTION.

6. THE CONTRACTOR SHALL SMOOTHLY SAW CUT EXISTING PAVEMENTS TO BE REMOVED FROM PAVEMENTS TO REMAIN. ALL SAW CUTS SHALL BE TO THE NEAREST JOINT. PAVEMENTS TO REMAIN SHALL BE PROTECTED OR FURTHER REMOVED AS CONSTRUCTION PROGRESSES TO PROVIDE A CLEAN TRANSITION BETWEEN EXISTING AND PROPOSED WORK OF THIS CONTRACT. REFER TO PLANS FOR APPROXIMATE SAW CUT LOCATIONS RELATING TO EXISTING JOINTING.

7. EVERY EFFORT SHALL BE MADE BY THE CONTRACTOR TO PROTECT EXISTING TREES TO REMAIN. THIS EFFORT SHALL INCLUDE, BUT IS NOT LIMITED TO, INSTALLING TREE PROTECTION FENCE AROUND THE TREES WITHIN THE AREAS OF CONSTRUCTION ACTIVITY. ALSO REFRAIN FROM PARKING OR MOVING ANY VEHICLES OR EQUIPMENT WITHIN THE DRIP LINE OF THE TREES INDICATED TO BE PROTECTED.

8. EVERY EFFORT SHALL BE MADE BY THE CONTRACTOR TO SECURE THE CONSTRUCTION SITE AND LIMIT PEDESTRIAN ACCESS INTO DISTURBED AREAS. THIS EFFORT SHALL INCLUDE, BUT IS NOT LIMITED TO, INSTALLING FENCING TO ENCLOSE THE AREAS OF CONSTRUCTION ACTIVITY AND ERECTING TEMPORARY PEDESTRIAN TRAFFIC SIGNAGE.

9. TEMPORARY CONSTRUCTION FENCE POST MAY NOT BE DRILLED INTO EXISTING PAVEMENTS TO REMAIN. CONTRACTOR SHALL USE TEMPORARY FENCE SPREAD FOOTERS WITH SAND BAGS IF

10. THE CONTRACTOR SHALL COORDINATE AND BE RESPONSIBLE FOR THE STAGING AND REMOVAL OF ALL DEMOLITION ITEMS. UNSUITABLE MATERIALS AND FILL ARE TO BE LEGALLY REMOVED FROM THE SITE.

11. EROSION CONTROL MEATURES (I.E. SILT FENCING, SEDIMENT CONTROL, AND INLET PROTECTION) SHALL BE PROVIDED BY THE

12. ALL WORK SHALL BE PERFORMED BY THE CONTRACTOR UNLESS OTHERWISE NOTED.

13. ALL WORK SHALL BE COORDINATED AND IN COMPLIANCE WITH STATE AND LOCAL MUNICIPALITIES AS WARRANTED.

14. STRIP AND STOCKPILE SUITABLE TOPSOIL FOR RE-DISTRIBUTION IN PROPOSED LAWN AND PLANT BED AREAS WHEN POSSIBLE. FOLLOW REQUIREMENTS OF SPECIFICATIONS FOR SOIL STOCKPILING, TESTING, AND AMENDING.

DEMOLITION KEYNOTES:

FULL-DEPTH SAW CUT AND REMOVAL OF CONCRETE PAVEMENT AND SUB-BASE IN THEIR ENTIRETY TO NATURAL SUBGRADE. CLEANLY SAW CUT AT EXISTING CONTROL JOINT.

FULL-DEPTH SAW CUT AND REMOVAL OF ASPHALT PAVEMENT AND SUB-BASE IN THEIR ENTIRETY TO NATURAL SUBGRADE.

FULL-DEPTH REMOVAL OF CONCRETE BARRIER CURB. REMOVE SUB-BASE AS NEEDED TO INSTALL PROPOSED IMPROVEMENTS.

REMOVE STACKED STONE WALL AND ANY ASSOCIATED FOOTINGS IN THEIR ENTIRETY.

SALVAGE SIGN PANEL AND RETURN TO OWNER. COORDINATE DELIVERY TO OWNER'S STORAGE FACILITY. REMOVE POLE AND CONCRETE BASE IN ITS ENTIRETY. BACKFILL EXCAVATION WITH SUITABLE FILL MATERIAL.

MILL ASPHALT PAVEMENT 2" TO RECEIVE ASPHALT OVERLAY.

NOT USED

TREE TO BE REMOVED. GRUB AND REMOVE STUMP AND ROOTS MIN. 24" BELOW PROPOSED FINISHED GRADE.

GRUB AND REMOVE STUMP AND ROOTS MIN. 24" BELOW PROPOSED FINISHED GRADE.

REMOVE EXISTING BOLLARD AND ASSOCIATED FOUNDATION IN THEIR ENTIRETY.

EXISTING TREE TO REMAIN. PROTECT FROM DAMAGE. PROVIDE TREE PROTECTION FENCE. SEE DETAIL 1/LA502.

GRUB AND REMOVE EXISTING VEGETATION TO DEPTH NECESSARY TO INSTALL IMPROVEMENTS. STOCKPILE TOPSOIL AS NECESSARY FOR USE AS FILL IN LAWN AREAS.

PROTECT ALL STREET SIGNS, CASTINGS, AND UTILITIES INDICATED TO REMAIN (STORM, SANITARY, ELECTRIC, GAS, FIBER, ETC.). REPLACE OR RESET CASTINGS AND AS REQUIRED TO MEET PROPOSED FINISH GRADE AS INDICATED BY THE GRADING PLAN.



REPARED BY:

PREPARED FOR:

CONSULTANT:

PROJECT

URBAN DESIGN / PLANNING / LANDSCAPE ARCHITECTURE 618 EAST MARKET STREET / INDIANAPOLIS, INDIANA 46202 P 317.263.0127 / REASITE.COM

CITY OF **BLOOMINGTON**

TIM STREET - DIRECTOR CITY OF BLOOMINGTON, PARKS AND RECREATION 401 N MORTON ST, SUITE 250, BLOOMINGTON, IN 47404 P 812-349-3711 | tim.street@bloomington.in.gov

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SCALE: 1" = 20' EVISIONS: NO. BY DESCRIPTION DATE 1 PR KS PROPOSAL REQUEST 001 05-01-2024

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RAWING NAME:

SITE DEMOLITION PLAN



REA PROJECT #: 2022-1663 DATE: 06/07/23 DRAWN BY: KS REVIEWED BY: JMM



SITE GENERAL NOTES:

1. ALL WORK SHALL BE COORDINATED AND IN COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL MUNICIPALITIES AS WARRANTED. ALL WORK TO BE COMPLETED WITHIN THE RIGHT-OF-WAY SHALL CONFORM TO THE CITY OF BLOOMINGTON

2. EROSION CONTROL MEASURES (I.E. SILT FENCING, AND SEDIMENT CONTROL) SHALL BE PROVIDED BY THE CONTRACTOR PER THE SPECIFICATIONS. SEE EROSION CONTROL DRAWINGS AND SITE CLEARING SPECIFICATIONS.

3. CONTRACTOR SHALL ERECT CONSTRUCTION FENCING AND BARRICADES ALONG THE CONSTRUCTION LIMIT LINE AS NECESSARY. CONTRACTOR SHALL COORDINATE WITH THE OWNER ON THE FINAL LOCATION OF FENCING, BARRICADES, AND CONSTRUCTION ACCESS POINTS.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ALL DAMAGE RESULTING FROM DEMOLITION OR CONSTRUCTION ACTIVITY TO EXISTING SITE ELEMENTS THAT ARE TO REMAIN. ALL AREAS WHERE THE EXISTING PAVEMENT OR PAVEMENTS ARE DAMAGED DURING CONSTRUCTION FROM HEAVY TRAFFIC OR EQUIPMENT, FUEL OIL, GASOLINE, ETCETERA, BY THE GENERAL CONTRACTOR, SUBCONTRACTOR, OR SUPPLIERS SHALL BE RECONSTRUCTED TO ITS ORIGINAL CONDITION. THIS RECONSTRUCTION SHALL TAKE PLACE AT THE END OF THE PROJECT CONSTRUCTION OR DURING THE SCHEDULED GRADING AND PAVING OF THOSE AREAS.

5. THE CONTRACTOR SHALL FOLLOW ALL MANUFACTURER'S REQUIREMENTS AND DIRECTIONS FOR INSTALLATION.

6. PROVIDE A SMOOTH TRANSITION FROM PROPOSED PAVED AREAS TO EXISTING AREAS AS NECESSARY.

7. IT IS THE RESPONSIBILITY OF THE CONTRACTOR(S) TO OBTAIN ALL FEDERAL, STATE, COUNTY, CITY, AND LOCAL PERMITS FOR ANY AND ALL WORK REQUIRED UNLESS OTHERWISE NOTED. THE CONTRACTOR(S) IS RESPONSIBLE TO PAY FOR ALL REQUIRED PERMITS BY ANY OR ALL AGENCIES MENTIONED ABOVE UNLESS OTHERWISE NOTED BY THE CONTRACT OR SPECIFICATIONS.

8. "EJ" DENOTES PROPOSED EXPANSION JOINT ON SITE PLAN. JOINTING LAYOUT SHOWN ON PLANS IS FOR REFERENCE ONLY. FINAL LOCATION OF JOINTS IS SUBJECT TO APPROVAL BY LANDSCAPE ARCHITECT.

DETAIL REFERENCE

ONCRETE PAVEMENT, 4" ONCRETE BARRIER CURB SPHALT PATCH RUSHED STONE PAVEMENT ONCRETE MEDIAN TERMINAL EDIAN CUT-THROUGH SPHALT PAVEMENT - OVERLAY ONCRETE CURB RAMP ONCRETE MEDIAN - CURB AND UTTER ONCRETE MEDIAN - BARRIER JRB	2 SHEET LA501 3 SHEET LA501 6 SHEET LA501 8 SHEET LA501 4&5 SHEET LA501 12 SHEET LA501 7 SHEET LA501 3 SHEET LA502 4 LA501 5 LA501
MESTONE BLOCK WALL	11 SHEET LA501
MBER BENCH	11 SHEET LA501
ATEWAY SIGN WALL	SHEET LA503
GN, X-WALK WARNING	2 SHEET LA502
AVEMENT MARKING, X-WALK	9 SHEET LA501
AWN	SEE LANDSCAPE PLAN
LANT BED	SEE LANDSCAPE PLAN
EW LIGHT FIXTURE	SEE ELECTRICAL SHEETS
LECTRICAL PANEL	SEE ELECTRICAL SHEETS





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CONSULTANT:

PROJECT:

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DATE NO. BY DESCRIPTION 1 PR KS PROPOSAL REQUEST 001 05-01-2024

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SITE KEYNOTE PLAN



RAWING NAME:

REA PROJECT #: 2022-1663 DATE: 06/07/23 DRAWN BY: KS REVIEWED BY: JMM





SITE GENERAL NOTES:

1. ALL WORK SHALL BE COORDINATED AND IN COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL MUNICIPALITIES AS WARRANTED. ALL WORK TO BE COMPLETED WITHIN THE RIGHT-OF-WAY SHALL CONFORM TO THE CITY OF BLOOMINGTON

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3. CONTRACTOR SHALL ERECT CONSTRUCTION FENCING AND BARRICADES ALONG THE CONSTRUCTION LIMIT LINE AS NECESSARY. CONTRACTOR SHALL COORDINATE WITH THE OWNER ON THE FINAL LOCATION OF FENCING, BARRICADES, AND CONSTRUCTION ACCESS POINTS.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ALL DAMAGE RESULTING FROM DEMOLITION OR CONSTRUCTION ACTIVITY TO EXISTING SITE ELEMENTS THAT ARE TO REMAIN. ALL AREAS WHERE THE EXISTING PAVEMENT OR PAVEMENTS ARE DAMAGED DURING CONSTRUCTION FROM HEAVY TRAFFIC OR EQUIPMENT, FUEL OIL, GASOLINE, ETCETERA, BY THE GENERAL CONTRACTOR, SUBCONTRACTOR, OR SUPPLIERS SHALL BE RECONSTRUCTED TO ITS ORIGINAL CONDITION. THIS RECONSTRUCTION SHALL TAKE PLACE AT THE END OF THE PROJECT CONSTRUCTION OR DURING THE SCHEDULED GRADING AND PAVING OF THOSE AREAS.

5. THE CONTRACTOR SHALL FOLLOW ALL MANUFACTURER'S REQUIREMENTS AND DIRECTIONS FOR INSTALLATION.

6. PROVIDE A SMOOTH TRANSITION FROM PROPOSED PAVED AREAS TO EXISTING AREAS AS NECESSARY.

7. IT IS THE RESPONSIBILITY OF THE CONTRACTOR(S) TO OBTAIN ALL FEDERAL, STATE, COUNTY, CITY, AND LOCAL PERMITS FOR ANY AND ALL WORK REQUIRED UNLESS OTHERWISE NOTED. THE CONTRACTOR(S) IS RESPONSIBLE TO PAY FOR ALL REQUIRED PERMITS BY ANY OR ALL AGENCIES MENTIONED ABOVE UNLESS OTHERWISE NOTED BY THE CONTRACT OR SPECIFICATIONS.

8. "EJ" DENOTES PROPOSED EXPANSION JOINT ON SITE PLAN. JOINTING LAYOUT SHOWN ON PLANS IS FOR REFERENCE ONLY. FINAL LOCATION OF JOINTS IS SUBJECT TO APPROVAL BY LANDSCAPE ARCHITECT.

DETAIL REFERENCE

CONCRETE PAVEMENT, 4"	2 SHEET LA501
ONCRETE BARRIER CURB	3 SHEET LA501
SPHALT PATCH	6 SHEET LA501
RUSHED STONE PAVEMENT	8 SHEET LA501
ONCRETE MEDIAN TERMINAL	4&5 SHEET LA501
IEDIAN CUT-THROUGH	12 SHEET LA501
SPHALT PAVEMENT - OVERLAY	7 SHEET LA501
ONCRETE CURB RAMP	3 SHEET LA502
CONCRETE MEDIAN - CURB AND	4 LA501
ONCRETE MEDIAN - BARRIER	5 LA501
CURB	
IMESTONE BLOCK WALL	11 SHEET LA501
IMBER BENCH	11 SHEET LA501
GATEWAY SIGN WALL	SHEET LA503
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SIGN, X-WALK WARNING	2 SHEET LA502
AVEMENT MARKING, X-WALK	9 SHEET LA501
	SEE LANDSCAPE PLAN
PLANT BED	SEE LANDSCAPE PLAN
IEW LIGHT FIXTURE	SEE ELECTRICAL SHEETS
LECTRICAL PANEL	SEE ELECTRICAL SHEETS
LECTRICAL GROUND BOX	10 SHEET LA501



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PREPARED FOR:

CONSULTANT:

PROJECT:



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SITE KEYNOTE ENLARGEMENT PLAN



RAWING NAME:

REA PROJECT #: 2022-1663 DATE: 06/07/23 DRAWN BY: KS REVIEWED BY: JMM

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- ELSEWHERE.

SITE LAYOUT NOTES:

1. SITE LAYOUT DATA, INCLUDING COORDINATE POINTS, IS BASED ON A SURVEY PERFORMED BY BLEDSOE RIGGERT COOPER JAMES (BLOOMINGTON, IN). REPORT ANY DISCREPANCIES BETWEEN THE PLANS AND FIELD CONDITIONS TO THE OWNER AND LANDSCAPE ARCHITECT IMMEDIATELY. RUNDELL ERNSTBERGER ASSOCIATES, INC. IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY INFORMATION.

2. CONTRACTOR SHALL VERIFY SITE CONDITIONS IN THE FIELD PRIOR TO BIDDING. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BE FAMILIAR WITH ANY CHANGES SINCE THE SURVEY WAS PROCURED.

3. ALL CONSTRUCTION LAYOUT STAKING IS TO BE PERFORMED BY A LAND SURVEYOR OR PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF INDIANA. LAYOUT DATA MAY BE MADE AVAILABLE TO THE CONTRACTOR IN A DIGITAL FORMAT FOR USE IN LAYOUT STAKING BY A LAND SURVEYOR OR PROFESSIONAL ENGINEER.

4. AS SOME OF THE HORIZONTAL CONTROL POINTS SHOWN ON THIS PLAN MAY HAVE BEEN REMOVED OR DAMAGED SINCE THEY WERE SET, THE CONTRACTOR SHALL, DURING THE BIDDING PROCESS, VERIFY THE EXISTENCE AND INTEGRITY OF THE HORIZONTAL CONTROL POINTS SHOWN HEREON. THE CONTRACTOR SHALL INCLUDE ANY WORK NECESSARY TO ESTABLISH RELIABLE LAYOUT CONTROL FOR THE PROJECT IN THE BID.

5. IN ORDER TO MAINTAIN THE INTEGRITY OF HORIZONTAL AND VERTICAL CONTROL FOR THE SITE, THE SURVEYOR OR PROFESSIONAL ENGINEER EMPLOYED BY THE CONTRACTOR TO PERFORM CONSTRUCTION LAYOUT STAKING SHALL SET AND PROTECT ADDITIONAL TRAVERSE POINTS OUTSIDE THE AREAS OF CONSTRUCTION ACTIVITY.

6. IF PROVIDED, OR UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE TO THE FOLLOWING: FACE OF WALL, FACE OF BUILDING, FACE OF CURB, EDGE OF PAVEMENT, CENTERLINE OF PAVEMENT, OR CENTER OF LAYOUT POINT.

7. ALL EDGES OF PAVEMENT ARE TO BE STRAIGHT OR WITH CONSISTENT RADIUS AS SHOWN HEREON. NO UNSPECIFIED TANGENTS OR KINKS WILL BE APPROVED.

8. THE CONTRACTOR SHALL COORDINATE ALL WORK WITH AFFECTED UTILITIES PRIOR TO THE START OF CONSTRUCTION. ALL UTILITIES SHALL BE FIELD LOCATED PRIOR TO THE START OF CONSTRUCTION. ALL UNDERGROUND UTILITIES SHALL BE MAINTAINED AND PROTECTED FROM DAMAGE UNLESS NOTED TO BE REMOVED OR ABANDONED

9. ALL WORK SHALL BE COORDINATED AND IN COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL MUNICIPALITIES AS WARRANTED. ALL WORK TO BE COMPLETED WITHIN THE RIGHT-OF-WAY SHALL CONFORM TO THE CITY OF BLOOMINGTON STANDARDS.

10. ALL DIMENSIONS INDICATED ON THE PLANS ARE PARALLEL AND PERPENDICULAR TO THE BASE LINES, PROPERTY LINES, AND OR BUILDING LINES UNLESS NOTED OTHERWISE.



REPARED BY:

REPARED FOR:

ONSULTANT:

PROJECT:

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05-01-2024 1 PR KS PROPOSAL REQUEST 001

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SITE LAYOUT PLAN

RAWING NAME:







SITE LAYOUT NOTES:

1. SITE LAYOUT DATA, INCLUDING COORDINATE POINTS, IS BASED ON A SURVEY PERFORMED BY BLEDSOE RIGGERT COOPER JAMES (BLOOMINGTON, IN). REPORT ANY DISCREPANCIES BETWEEN THE PLANS AND FIELD CONDITIONS TO THE OWNER AND LANDSCAPE ARCHITECT IMMEDIATELY. RUNDELL ERNSTBERGER ASSOCIATES, INC. IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY

2. CONTRACTOR SHALL VERIFY SITE CONDITIONS IN THE FIELD PRIOR TO BIDDING. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BE FAMILIAR WITH ANY CHANGES SINCE THE SURVEY WAS PROCURED.

3. ALL CONSTRUCTION LAYOUT STAKING IS TO BE PERFORMED BY A LAND SURVEYOR OR PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF INDIANA. LAYOUT DATA MAY BE MADE AVAILABLE TO THE CONTRACTOR IN A DIGITAL FORMAT FOR USE IN LAYOUT STAKING BY A LAND SURVEYOR OR PROFESSIONAL ENGINEER.

4. AS SOME OF THE HORIZONTAL CONTROL POINTS SHOWN ON THIS PLAN MAY HAVE BEEN REMOVED OR DAMAGED SINCE THEY WERE SET, THE CONTRACTOR SHALL, DURING THE BIDDING PROCESS, VERIFY THE EXISTENCE AND INTEGRITY OF THE HORIZONTAL CONTROL POINTS SHOWN HEREON. THE CONTRACTOR SHALL INCLUDE ANY WORK NECESSARY TO ESTABLISH RELIABLE LAYOUT CONTROL FOR THE PROJECT IN THE BID.

5. IN ORDER TO MAINTAIN THE INTEGRITY OF HORIZONTAL AND VERTICAL CONTROL FOR THE SITE, THE SURVEYOR OR PROFESSIONAL ENGINEER EMPLOYED BY THE CONTRACTOR TO PERFORM CONSTRUCTION LAYOUT STAKING SHALL SET AND PROTECT ADDITIONAL TRAVERSE POINTS OUTSIDE THE AREAS OF CONSTRUCTION ACTIVITY.

6. IF PROVIDED, OR UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE TO THE FOLLOWING: FACE OF WALL, FACE OF BUILDING, FACE OF CURB, EDGE OF PAVEMENT, CENTERLINE OF PAVEMENT, OR CENTER OF

7. ALL EDGES OF PAVEMENT ARE TO BE STRAIGHT OR WITH CONSISTENT RADIUS AS SHOWN HEREON. NO UNSPECIFIED TANGENTS OR KINKS WILL BE APPROVED.

8. THE CONTRACTOR SHALL COORDINATE ALL WORK WITH AFFECTED UTILITIES PRIOR TO THE START OF CONSTRUCTION. ALL UTILITIES SHALL BE FIELD LOCATED PRIOR TO THE START OF CONSTRUCTION. ALL UNDERGROUND UTILITIES SHALL BE MAINTAINED AND PROTECTED FROM DAMAGE UNLESS NOTED TO BE REMOVED OR ABANDONED

9. ALL WORK SHALL BE COORDINATED AND IN COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL MUNICIPALITIES AS WARRANTED. ALL WORK TO BE COMPLETED WITHIN THE RIGHT-OF-WAY SHALL CONFORM TO THE CITY OF BLOOMINGTON STANDARDS.

10. ALL DIMENSIONS INDICATED ON THE PLANS ARE PARALLEL AND PERPENDICULAR TO THE BASE LINES, PROPERTY LINES, AND OR BUILDING LINES UNLESS NOTED OTHERWISE.



REPARED BY:

REPARED FOR:

ONSULTANT:

PROJECT

URBAN DESIGN / PLANNING / LANDSCAPE ARCHITECTURE 618 EAST MARKET STREET / INDIANAPOLIS, INDIANA 46202 P 317.263.0127 / REASITE.COM



TIM STREET - DIRECTOR CITY OF BLOOMINGTON, PARKS AND RECREATION 401 N MORTON ST, SUITE 250, BLOOMINGTON, IN 47404 P 812-349-3711 | tim.street@bloomington.in.gov

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SITE GRADING NOTES:

1. SITE LAYOUT DATA, INCLUDING COORDINATE POINTS, IS BASED ON A SURVEY PERFORMED BY BLEDSOE RIGGERT COOPER JAMES (BLOOMINGTON, IN). REPORT ANY DISCREPANCIES BETWEEN THE PLANS AND FIELD CONDITIONS TO THE OWNER AND LANDSCAPE ARCHITECT IMMEDIATELY. RUNDELL ERNSTBERGER ASSOCIATES, INC. IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY

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3. CONTRACTOR SHALL VERIFY ALL EXISTING GRADES REQUIRED TO BE MATCHED OR MAINTAINED AND LOCATIONS OF ALL UTILITIES PRIOR TO THE START OF CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL IMMEDIATELY NOTIFY LANDSCAPE ARCHITECT OF DISCREPANCIES BETWEEN EXISTING GRADES IN FIELD AND EXISTING GRADES SHOWN ON THE PLANS ..

4. ALL HORIZONTAL AND VERTICAL CURVES SHALL BE SMOOTH AND CONTINUOUS. NO UNSPECIFIED KINKS AND TANGENTS WILL BE

5. MATCH EXISTING GRADES CLEANLY AND SMOOTHLY.

6. PROVIDE POSITIVE DRAINAGE IN ALL PAVED AREAS WITHOUT PONDING WATER. WITH THE OWNER/LANDSCAPE ARCHITECT OBSERVING ON SITE, THE CONTRACTOR SHALL TEST ALL PAVED AREAS FOR "BIRD BATH"-TYPE CONDITIONS BY FLOODING THE ENTIRE PAVEMENT AREA AND MARKING THE PROBLEMATIC AREAS. CORRECTIONS SHALL BE MADE IF NECESSARY.

7. PROPOSED SPOT ELEVATIONS REPRESENT FINISH GRADE OF PAVEMENTS, PLANT BEDS, AND TURF AREAS, UNLESS NOTED OTHERWISE. PROPOSED ELEVATIONS INDICATED IN PLANT BEDS AND TURF AREAS REQUIRE SETTLING OF SOIL.

8. SEE THE APPROPRIATE PLAN AND/OR DETAIL(S) TO DETERMINE THE SUBGRADE ELEVATION REQUIRED BELOW A PROPOSED FINAL

9. CONTRACTOR SHALL INSTALL THE ADJACENT FINISH GRADE AT 1/2" BELOW PAVEMENT WHEN SHEET DRAINAGE FROM PAVEMENT IS

10. ALL EXISTING SURFACE UTILITY STRUCTURES (I.E. MANHOLE COVERS, CATCH BASIN GRATES, WATER AND GAS HANDHOLDS, ETC.) SHALL BE ADJUSTED TO THE PROPOSED FINISH GRADE ELEVATION, AS

11. CONTRACTOR SHALL ENSURE THAT TRANSITIONS BETWEEN PROPOSED SLOPES ON PATHWAYS ARE SMOOTH AND DO NOT RESULT IN BREAKS IN GRADE AT LOW AND HIGH POINTS.

GRADING SYMBOLS & ABBREVIATIONS:

TTOM OF FOUNDATION	M.E.G.	MATCH EXISTING GRADE
JSH CURB	RIM	RIM ELEVATION
OW LINE	тс	TOP OF CURB
ADE	TF	TOP OF FOUNDATION
ADE BREAK	TW	TOP OF WALL

-- 781 -- EXISTING CONTOUR LINE

← 781 — PROPOSED CONTOUR LINE



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PREPARED FOR:

CONSULTANT:

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DESCRIPTION

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SITE GRADING PLAN





DATE



SITE GRADING NOTES:

- PERMITTED.

- ELEVATION.
- PROPOSED.
- APPROPRIATE.

GRADING SYMBOLS & ABBREVIATIONS:

BF	BOTTOM OF FOUNDATION	M.E.G.	MATCH EXISTING GRADE
FC	FLUSH CURB	RIM	RIM ELEVATION
FL	FLOW LINE	тс	TOP OF CURB
GR	GRADE	TF	TOP OF FOUNDATION
GB	GRADE BREAK	TW	TOP OF WALL

- •----(724.50) EXISTING SPOT ELEVATION (VERIFY)
- 791.80 PROPOSED SPOT ELEVATION ↓ PROPOSED SLOPE
- GB GRADE BREAK

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PLANTING NOTES:

1. NOTIFY OWNER/ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES BETWEEN THE SPECIFICATIONS AND DRAWINGS, PRIOR TO BID DATE, AND/OR PRIOR TO CONSTRUCTION.

2. LANDSCAPE ARCHITECT AND OWNER SHALL INSPECT ALL PLANT LOCATIONS AND PLANT BED EDGES PRIOR TO INSTALLATION. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO ADJUST PLANT LOCATIONS ON-SITE. ON-SITE ADJUSTMENTS WILL BE REQUIRED.

3. PLANT COUNTS INDICATED ON DRAWINGS ARE FOR LANDSCAPE ARCHITECT/OWNER'S USE ONLY. CONTRACTOR SHALL MAKE OWN PLANT QUANTITY TAKE-OFFS USING DRAWINGS, SPECIFICATIONS, AND PLANT SCHEDULE REQUIREMENTS (I.E. SPACING) - UNLESS OTHERWISE DIRECTED BY THE LANDSCAPE ARCHITECT.

CONTRACTOR TO VERIFY BED MEASUREMENTS AND INSTALL APPROPRIATE QUANTITIES AS GOVERNED BY PLANT SPACING PER THE SCHEDULE. CONTRACTOR SHALL ACCOUNT FOR ALL SLOPES IN MATERIAL QUANTITY CALCULATIONS.

4. IN CASE OF DISCREPANCIES BETWEEN THE PLANS AND PLANT LIST, THE PLAN SHALL DICTATE. IF IN QUESTION, CONTACT THE LANDSCAPE

5. DO NOT MAKE SUBSTITUTIONS. IF SPECIFIED LANDSCAPE MATERIAL IS NOT AVAILABLE, SUBMIT PROOF OF NON-AVAILABILITY TO LANDSCAPE ARCHITECT TOGETHER WITH A PROPOSAL FOR USE OF EQUIVALENT MATERIAL. LANDSCAPE ARCHITECT RESERVES THE RIGHT TO DETERMINE MATERIAL EQUIVALENCY.

6. CONTRACTOR SHALL INSTALL TOPSOIL IN ALL PROPOSED PLANT BED AREAS, LAWNS, AND ALL DISTURBED AREAS, UNLESS NOTED

7. THE EARTHWORK CONTRACTOR SHALL COORDINATE THE PLACEMENT AND GRADING OF SUBSOIL TO ACCOMMODATE TOPSOIL. REFER TO SOIL DETAILS AND SPECIFICATIONS.

8. PROTECT STRUCTURES, UTILITIES, SIDEWALKS, PAVEMENTS, AND OTHER FACILITIES AND EXISTING EXTERIOR PLANTS FROM DAMAGE CAUSED BY PLANTING OPERATIONS. RECONDITION AND SOD ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES THAT ARE NOT TO RECEIVE OTHER SURFACE TREATMENT (PRESERVED, RENOVATED AREAS, MULCH, GROUNDCOVER, ETC.).

9. PLACE PLANTS AND ALL OTHER MATERIALS TO BE STORED ON-SITE WHERE THEY DO NOT CONFLICT WITH CONSTRUCTION OPERATIONS AND AS DIRECTED BY THE OWNER.

10. LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT IN WRITING PRIOR TO BID DATE OF ANY PLANTS THAT HE/SHE FEELS MAY NOT SURVIVE TRANSPLANTING OPERATIONS OR IN LOCATIONS

11. PLANT BEDS TO RECEIVE MIN. 3" OF SHREDDED HARDWOOD MULCH (UNLESS OTHERWISE NOTED) - SEE SPECIFICATIONS. THE USE OF COMPOST MIX IN PERENNIAL, ORNAMENTAL GRASS, AND GROUND COVER BEDS IS ACCEPTABLE UPON WRITTEN APPROVAL BY OWNER/ARCHITECT.

12. PROVIDE SHOVEL-CUT SPADE EDGE ADJACENT TO ALL PLANTING BED AREAS NOT BORDERED BY CONCRETE OR OTHER EDGING. SEE SPADE EDGE DETAIL.

13. ALL TREE PITS TO BE DUG IN ADVANCE OF PLANTING AND EACH TREE PIT TO BE TESTED FOR ADEQUATE DRAINAGE SEE SPECIFICATIONS FOR INSTRUCTIONS ON HOW TO ADMINISTER THE TEST FOR RATE OF PERCOLATION. PROVIDE DRY WELL IF DETERMINED NECESSARY BY LANDSCAPE ARCHITECT. SEE SPECIFICATIONS AND DETAIL.

14. USE SOIL EXCAVATED FROM TREE PLANTING HOLE AS BACKFILL FOR TREE PLANTINGS WHEN POSSIBLE.

15. REFER TO BLOOMINGTON PARKS AND RECREATION'S "INTEGRATED PEST MANAGEMENT PLAN (CURRENT EDITION)" FOR HERBICIDE AND PESTICIDE APPLICATION REQUIREMENTS.

16. SEE PLANTING SCHEDULE AND LANDSCAPE DETAILS FOR FURTHER REQUIREMENTS.

17. REFER TO DEMOLITION PLANS, DETAILS, AND SPECIFICATIONS FOR EROSION CONTROL MEASURES AND ADDITIONAL REQUIREMENTS.

18. REFER TO CIVIL AND DRAINAGE PLANS FOR ALL UNDERGROUND PIPE



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REPARED FOR:

CONSULTANT:

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PLANTING PLAN



REA PROJECT #: 2022-1663 DATE: 06/07/23 DRAWN BY: KS, KK **REVIEWED BY:** JMM





<u>//E</u> Allegheny Serviceberry d wwood upelo	CONT B & B B & B B & B #15 B & B	<u>CAL</u> 2.0" Cal 2.0" Cal 2.0" Cal 1.5" Cal 2.5" Cal	<u>SIZE</u>		<u>REMARKS</u> Single-stem, specimen Tree-form Prune lower branches min. 7' above finish grade. Prune lower branches min. 7' above finish grade. Prune lower branches min. 7' above finish grade.
<u>ME</u> per	CONT #3	CAL	<u>SIZE</u> Min. 12" H		REMARKS
<u>∕IE</u> Red Twig Dogwood	<u>CONT</u> #3	CAL	<u>SIZE</u> Min. 12" H		REMARKS
<u>//E</u> Bluestem	<u>CONT</u> #1	CAL	<u>SIZE</u>	<u>SPACING</u> 24" o.c.	<u>REMARKS</u> Full, healthy, well-rooted
<u>ME</u> ed Wild Indigo seed ern eflower ergamot ved Susan rite Fall Aster	CONT #1 #1 #1 #1 #1 #1 #1 #1			18" o.c. 36" o.c. 18" o.c. 24" o.c. 18" o.c. 24" o.c. 18" o.c. 24" o.c.	Full, healthy, well-rooted Full, healthy, well-rooted Full, healthy, well-rooted Full, healthy, well-rooted Full, healthy, well-rooted Full, healthy, well-rooted
<u>//E</u>	CONT sod				See specifications for additional requirements



REPARED BY:

CONSULTANT:

PROJECT

REVISIONS:

NO. BY DESCRIPTION



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1 PR KS PROPOSAL REQUEST 001 05-01-2024 THE DRAWINGS. SPECIFICATIONS AND OTHER DOCUMENTS. INCLUDING THOSE IN

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PLANTING SCHEDULE & DETAILS



REA PROJECT #: 2022-1663 DATE: 06/07/23 DRAWN BY: KS, KK **REVIEWED BY:** JMM

DATE

 REMOVE TRUNK WRAP, IF PRESENT. REMOVE ALL TAGS AND LABELS.
IMPORTANT: ROOT FLARE ZONE MAY BE BELOW TOP OF BURLAPPED ROOT BALL. REMOVE ROOT BALL SOIL DOWN TO LOCATE AND EXPOSE ROOT FLARE ZONE.
TREES SHALL NOT BE FERTILIZED WITHIN THE FIRST YEAR OF PLANTING, UNLESS INSTRUCTED OTHERWISE BY THE LANDSCAPE ARCHITECT.
STAKING AND GUYING OF TREES WILL ONLY BE REQUIRED WHERE TREE STABILITY PROBLEMS OCCUR AS DETERMINED BY THE LANDSCAPE ARCHITECT OR ARBORIST.
5.1. GUYING MATERIAL SHALL BE FLAT, WOVEN POLYPROPYLENE STRAPS, FASTENED TO WOOD STAKES TO ALLOW FOR TREE MOVEMENT. STAKES SHALL BE INSTALLED OUTSIDE OF ROOT BALL. ARBORTIE SYSTEM, OR ACCEPTABLE EQUIVALENT. PRUNE ONLY DEAD OR BROKEN BRANCHES OR DOUBLE LEADERS, UNLESS OTHERWISE INSTRUCTED BY LANDSCAPE ARCHITECT SET ROOT FLARE ZONE AT OR SLIGHTLY ABOVE FINISH GRADE - STAKING AND GUYING SYSTEM, AS REQ'D. SEE SPECIFICATIONS - 3" SHREDDED HARDWOOD BARK MULCH. HOLD BACK FROM CONTACT WITH TRUNK OF TREE ✓ 3" HIGH TOPSOIL SAUCER - REFER TO PLANS FOR FINISH GRADE

REMOVE THE ENTIRE WIRE BASKET, IF PRESENT. BEFORE TREE IS IN THE HOLE, REMOVE THE BOTTOM OF THE BASKET, CUTTING HORIZONTALLY. AFTER TREE IS IN THE HOLE, REMOVE THE REST OF THE WIRE BASKET, CUTTING

VERTICALLY. REMOVE TRUNK WRAP, IF PRESENT. REMOVE ALL TAGS AND

- WIDTH OF PIT TO BE TWO TIMES BALL DIAMETER SLOPE AND SCARIFY SIDES OF PIT

- EXCAVATED SOIL BACKFILL OR AMENDED PLANTING SOIL, SEE SPECIFICATIONS. WATER THOROUGHLY TO ELIMINATE AIR POCKETS - SET ROOT BALL ON UNDISTURBED SOIL "CONE" AT BOTTOM OF PIT WHERE POSSIBLE. IN EXCAVATED AREAS, SET ROOTBALL ON COMPACTED PLANTING SOIL

DRAWING:









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	Ligh	t Fixture S	Sched	ule
Manufacturer	Model No.	Lamp Type	Voltage	Mo
Architectural Area Lighting (luminaire) Lumec (pole)	FLEX2-72L-700-4K7-5Q-CL-xxx-SC5-UNV -	LED / 4000K	120	F
ĺ	Architectural Area Lighting (luminaire)	Manufacturer Model No. Architectural Area FLEX2-72L-700-4K7-5Q-CL-xxx-SC5-UNV Lighting (luminaire) FLEX2-72L-700-4K7-5Q-CL-xxx-SC5-UNV	Manufacturer Model No. Lamp Type Architectural Area FLEX2-72L-700-4K7-5Q-CL-xxx-SC5-UNV Lamp Type	Architectural Area Lighting (luminaire)

<u>Notes</u>: 1. Not used.

 <u>Emergency backup</u>: minimum of 90 minute runtime for emergency operation.
0-10V LED dimming driver. Provide Manufacturer approved compatible dimmer where applicable (refer to lighting plans for dimmer location[s]). 4. Provide all connections as required by the Manufacturer. Verify exact quantities of all system components prior to ordering. Install all system components per Manufacturer's requirements.

Voltage: 120/240 Amps: 100 Phase: 1 Wire: 3		Panel "GW								''GW1	Main: 100 Amp Main Circuit B Bus: Copper Mounting: Surface (Cabinet) Location: Panel Enclosure							Copper Surface (Cabinet)		
A Remarks					<load< td=""><td>d (KW)></td><td></td><td></td><td>Cir.</td><td colspan="2">20 AMP</td><td colspan="2"></td><td colspan="6"><load (kw)=""></load></td><td>Remarks</td></load<>	d (KW)>			Cir.	20 AMP				<load (kw)=""></load>						Remarks
	\sim		x ht	Rec.	Heat	A/C	Equip.	Othe			U.O.N.		Other	Equip.	A/C	Heat	Rec.	Light		
Gateway Sigr	nage		6						1	1		2						.2	Site Lighting	
Spare)	{					3	}~	\rightarrow	4							Spare	
~Spare^	\sim	\rightarrow	\nearrow						5]~		6							Spare	
Spare									7	}~		8							Spare	
Spare									9]~	\rightarrow	10							Spare	
Spare									11	}~		12							Spare	
Space									13	┠ ─┥		14							Space	
Space									15	} —		16							Space	
Space									17	┠ ─┥		18							Space	
Space									19	} —	_ _	20							Space	
			6							Connecte	d load (KW)							.2		
			6								l load (KW)							.2		
Legend			Tot	al Dem	and (KV	V)		Feeder						Calculated ±						
= 1 Pole = 2 Pole = 3 Pole	Light .8	Rec.	Неа	-		· ·			Fed From: Wire Size: Conduit:					Total Demand Amps = 4±						

<u>Note</u>: Coordinate electrical service with local utility company prior to bid. Include all work in bid not performed by utility company. <u>Contact</u>: Cameron West Duke Energy

Aluminum, lockable enclosure like APX Enclosures, Inc. TC Series (NEMA 3R). to ordering.

Bloomington, IN C: 812.340.8107 E: Cameron.West@duke-energy.com 3#3,1 1/4"C.— Meter Existing Grade 2"C. 🔨

ELECTRICAL RISER DIAGRAM 1 SCALE: NONE

ounting	Description	Notes
Pole	Architectural LED area lighter. Single curved arm mount. Type V Square distribution. 20' straight, smooth aluminum pole (5" diameter) with decorative base. Wet location listed. Finish/color to be selected by Architect.	





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Board of Public Works Staff Report

Project/Event:	Permit extension request for City-wide Fiber Project
Staff Representative:	Alex Gray
Petitioner/Representative:	Bret Simons / Jerrod Gabriel
Date:	July 30 th , 2024

Report: AEG is requesting an extension to their previously approved permit for the S Leonard Springs Rd area that is between W Cedar Chase Dr and W Tapp Rd. The extension is being requested for boring, splicing, and fiber pull as the project schedule was altered with this phase being moved to later in the schedule then its previously approved section in March 2024. The work will include mostly aerial work and include periodic lane closures along Leonard Springs Rd. The project is expected to be complete by December 9th, 2024.



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

To: City of Bloomington – Engineering Department Subject: City of Bloomington Right of Way Application

Dear Board Members,

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

Weekday hours will be from 8-4pm. Hours Saturday will be from 8-3pm. This will only be restoration, splicing and/or cable pulling. School zone hours will be from 8:30-2:30pm.

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

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

Bret Simons Engineering Project Coordinator Atlantic Engineering Group



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

To: City of Bloomington – Engineering Department

Subject: City of Bloomington Right of Way Application Extension

Dear Board Members,

AEG is respectfully requesting an extension to access the ROWs on expired permits in the city.

We are asking for extensions on the following permits. We were unable to finish or start work in these areas due to unforeseen circumstances (Pole Co-op not responding in a timely manner and Weather). All work will be completed in these areas by December 9th, 2024.

BLW01a-F07_N Daniels Way BLW01a-F02_S Leonard Springs Rd

Bret Simons Engineering Permit Team Lead Atlantic Engineering Group












PV-Mold[®]

RUS Listed

Carlon[®] PV-Mold[®] Nonmetallic Pole Riser System^L

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

Features:

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

Flanged Overall Length 10 Feet, Including Bell



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

Slot Dimensions: for sizes 2" through 6" are 5/16" wide, 3/4" long.

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

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



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

Standard Duty



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

Stanuaru Duty									
Part No.	Size	Std. Ctn. Qty.	Std. Ctn. Wt. (Ibs.)	А	Dimensi B	Actual Impact @ 0°C 20 Pound Tup			
59208N	1"	294	1059	0.100"	15/8''	23/8"	15/8''	40 FtLbs.	
59211N	2"	136	726	0.100''	2 ³ /8"	4 ¹ /2''	2 ³ /8"	100 FtLbs.	
59211X (5' length)	2"	136	363	0.100''	23/8"	4 1/2''	23/8''	100 FtLbs.	
59213N	3"	66	761	0.150''	31/2"	6"	31/2"	110 FtLbs.	
59213X (5' length)	3"	66	381	0.150''	31/2"	6"	31/2"	100 FtLbs.	
59215N	4"	65	910	0.150''	41/2"	6 ¹ /2''	41/2"	110 FtLbs.	
59216N	5"	30	515	0.150"	51/2"	7 1/2"	51/2"	110 FtLbs.	

Heavy Duty Schedule 40

·	v							
59010N	11/2"	200	1142	0.145"	1 29/32''	31/2''	1 29/32''	100 FtLbs.
59011N	2"	136	1214	0.154''	2 3/8''	41/2''	2 3/8''	150 FtLbs.
59013N	3"	66	937	0.216"	31/2''	6"	3 9/32''	150 FtLbs.
59015N	4"	65	1621	0.237"	41/2''	6 ¹ /2''	4 1/2''	260 FtLbs.
59015X (5' length)	4''	65	707	0.237"	41/2''	6 ¹ /2''	41/2''	260 FtLbs.
59016N	5"	30	870	0.258''	51/2"	71/2''	5 ¹ /2''	260 FtLbs.
59017N	6"	30	1160	0.280"	6 ⁵ /8''	83/4''	6 ⁵ /8''	260 FtLbs.

Extra Heavy Duty Schedule 80

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

CONDUIT STANDOFF	——— ½" BANDING TO ATTACH STANDOFF BRACKET TO CONDUIT
2" PVC SCH40, SWEEP 90°	BELOW GRADE HDPE SDR 13.5 CONDUIT NOTE: PLACE CONDUIT A MINIMUM OF 3" (6" MAX) 2" COUPLER FROM POLE
DESCRIPTION	QTY MANUFACTURER PART #
SCREW, LAG, 1/2" x 4-1/2"	(PREFERRED)
HDPE SDR 13.5 CONDUIT, VARIOUS SIZES	N/A
2" PVC SCH40, RISER PIPE	
#12 TRACER WIRE 2" PVC SCH40, SWEEP, 90 DEG	N/A 1
CONDUIT STANDOFF BRACKET	VARIES
CONDUIT STRAP KIT	VARIES
2" COUPLER	1
CON	_ RISER DUIT POLE
DATE: 02/03/2022 SCALE: NTS (R2	-W)







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







Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	30"×48"×18"	Tier 22	P304818B22	185 lbs.
Replacement Box	30"×48"×24"	Tier 22	P304824B22	235 lbs.
Replacement Box	30"x48"x36"	Tier 22	P304836B22	340 lbs.
Replacement Lids – T15	30"x48" (half)	Tier 15	Various	150 lbs.
Replacement Lids – T22	30"x48" (half)	Tier 22	Various	170 lbs.

Hex Head



<u>Bolt options</u> Machine Thread



Penta Head



Auger Thread







www.apcunderground.com

Estimated

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



AMERICAN POLYMER COMPANY

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



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



AMERICAN POLYMER COMPANY





Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	24"×36"×18"	Tier 22	P243618B22	165 lbs.
Replacement Box	24"×36"×24"	Tier 22	P243624B22	195 lbs.
Replacement Box	24"×36"×30"	Tier 22	P243630B22	225 lbs.
Replacement Box	24"×36"×36"	Tier 22	P243636B22	255 lbs.
Replacement Lids - T15	24"×36"	Tier 15	Various	170 lbs.
Replacement Lids - T22	24"×36"	Tier 22	Various	190 lbs.

Hex Head



Penta Head



<u>Bolt options</u>

Machine Thread



Auger Thread









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







Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	17"x30"X12"	Tier 22	P173012B22	66 lbs.
Replacement Box	17"x30"X18"	Tier 22	P173018B22	100 lbs.
Replacement Box	17"×30"×24"	Tier 22	P173024B22	120 lbs.
Replacement Box	17"×30"×30"	Tier 22	P173030B22	145 lbs.
Replacement Lids – T15	17"×30"	Tier 15	Various	72 lbs.
Replacement Lids – T22	17"×30"	Tier 22	Various	81 lbs.

Hex Head



Penta Head



<u>Bolt options</u>

Machine Thread









36" HEIGHT





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



36" HEIGHT



AMERICAN POLYMER COMPANY









Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	33"x60"x36"	Tier 22	P336036B22	530 lbs.
Replacement Lids - T15	33"x60" (half)	Tier 15	Various	200 lbs.
Replacement Lids - T22	33"x60" (half)	Tier 22	Various	250 lbs.

Hex Head



Penta Head



<u>Bolt options</u>

Machine Thread













CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

ROW EXCAVATION ROW USE

ADDRESS OF ROW ACTIVITY: BLW01a-F02_S Leonard Springs Rd

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

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

A. APPLICANT/AGENT INFORMATION:	D. TRAFFIC CONTROL DEVICES*:
APPLICANT NAME: Bret Simons	CONES CONES ARROWBOARD
_{E-MAIL:} bret.simons@aeg.cc	□ LIGHTED BARRELS □ TYPE 3 BARRICADES
COMPANY: Atlantic Engineering Group	☑ FLAGGERS
ADDRESS: P.O. Box 349	*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND
CITY, STATE, ZIP: Buford, GA 30515	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
24-HR EMERGENCY CONTACT NAME: (706)654-2298	site plan if needed or you can submit a separate sheet E. METERED PARKING SPACES NEEDED: Y N
24-HR CONTACT PHONE #:	
INSURANCE # <u>*: TB5-691-473497-082</u> COMPANY:ACORD	IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/
BOND#*: 1160465COMPANY: LEXON	moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436
* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED	F. IS THIS A 🖾 CBU* 🕮 COUNTY* 🖾 IU* 🖾 NP* PROJECT?
SUBCONTRACTOR INFORMATION	PROJECT NAME: BLW01a-F02 S Leonard Springs Rd
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)	PROJECT #: <u>BLW01a-F02_S Leonard Springs Rd</u>
COMPANY NAME:	PROJECT MGR.: Patrick Brigman
B. WORK DESCRIPTION:	project mgr. # <u>: 215-847-8819</u>
□ POD/DUMPSTER □ CRANE □ SCAFFOLDING □ CONSTRUCTION USE*	*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY
(EXPLAIN): Excavation	G. EXCAVATIONS:
EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND	SQ FT OF PAVEMENT EXCAVATIONS : N/A
C. RIGHT OF WAY TO BE USED/CLOSED:	*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS
STREET NAME 1: S Leonard Springs Rd	SQ FT OF NON-PAVEMENT* EXCAVATIONS: 23.54 Sq Ft
1ST INTERSECTING STREET NAME:	*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE LINEAL FT OF BORE*: 209 Lineal Ft
2ND INTERSECTING STREET NAME:	*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS
□ ROAD CLOSURE	# OF POLE INSTALLATIONS/REMOVAL: N/A
SIDEWALK* 🗖 BIKE LANE 🗖 OTHER	SQ FT OF SIDEWALK RECONSTRUCTION*: N/A
TRANSIT STOP? \square Y \square N PARKING LANE(S)** \blacksquare Y \square M **non-metered	*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED
START DATE: <u>Mar 22nd</u> END DATE: # OF DAYS*: <u>30</u>	SQ FT OF SIDEWALK NEW CONSTRUCTION*: N/A
	*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE
STREET NAME 2:	#RESIDENTIAL DRIVEWAY INSTALLATION: N/A
1ST INTERSECTING STREET NAME:	TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK
2ND INTERSECTING STREET NAME:	CALL 811 OR 800-382-5544
□ ROAD CLOSURE □□ANE CLOSURE 1 □ 2 □ 3 □ □	Know what's below, Call before you dig. CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.
	H. INDEMNIFICATION AGREEMENT:
TRANSIT STOP? \Box Y \Box N PARKING LANE(S)** \Box Y \Box \Box **non-metered CTART DATE: $\#$ OF DAYS*.	The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the
START DATE:END DATE:# OF DAYS*:	City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW	person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors,
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM	or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.
STANDARD CLOSURE HOURS 🗹 *NON-STANDARD CLOSURE HOURS 🗖	I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.
REQUESTED CLOSURE HOURS:AMPM	PRINT NAME: Bret Simons
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process	SIGNATURE: Bret Simons
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance	DATE: 2/28/2024
(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:_____

VERSION 3/10/2021



Board of Public Works Staff Report

Project/Event:	Lane and Sidewalk Closures for City-wide Fiber Project
Staff Representative:	Alex Gray
Petitioner/Representative:	Bret Simons, Jerrod Gabriel
Date:	July 30 th , 2024

Report: AEG is requesting rolling lane and sidewalk closures for 2 permit areas as they continue the City-wide Fiber Project that is placing conduit and internet fiber lines throughout the City. The 2 permits shown have not been approved in the past and are new areas of the City AEG will access as part of their work. Each area is expected to take about 3 months to fully complete. The areas are:

W Sunset Ave

Includes aerial and underground fiber placement in the neighborhood north of Highland Village Park. Includes the areas of S Western Dr, S Harvey Dr, W Belle Ave, W Sunset Ave, and S Westwood Dr.

W Jacob Dr

Underground fiber placement in the commercial area west of I-69 along N Gates Dr and W Runkle Way. There is INDOT ROW work as well that the permit is expected to connect into once complete.





















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







Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	30"×48"×18"	Tier 22	P304818B22	185 lbs.
Replacement Box	30"×48"×24"	Tier 22	P304824B22	235 lbs.
Replacement Box	30"x48"x36"	Tier 22	P304836B22	340 lbs.
Replacement Lids – T15	30"x48" (half)	Tier 15	Various	150 lbs.
Replacement Lids – T22	30"x48" (half)	Tier 22	Various	170 lbs.

Hex Head



<u>Bolt options</u> Machine Thread



Penta Head



Auger Thread







www.apcunderground.com

Estimated

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



AMERICAN POLYMER COMPANY

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



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



AMERICAN POLYMER COMPANY





Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	24"×36"×18"	Tier 22	P243618B22	165 lbs.
Replacement Box	24"×36"×24"	Tier 22	P243624B22	195 lbs.
Replacement Box	24"×36"×30"	Tier 22	P243630B22	225 lbs.
Replacement Box	24"×36"×36"	Tier 22	P243636B22	255 lbs.
Replacement Lids - T15	24"×36"	Tier 15	Various	170 lbs.
Replacement Lids - T22	24"×36"	Tier 22	Various	190 lbs.

Hex Head



Penta Head



<u>Bolt options</u>

Machine Thread



Auger Thread









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







Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	17"x30"X12"	Tier 22	P173012B22	66 lbs.
Replacement Box	17"x30"X18"	Tier 22	P173018B22	100 lbs.
Replacement Box	17"×30"×24"	Tier 22	P173024B22	120 lbs.
Replacement Box	17"×30"×30"	Tier 22	P173030B22	145 lbs.
Replacement Lids – T15	17"×30"	Tier 15	Various	72 lbs.
Replacement Lids – T22	17"×30"	Tier 22	Various	81 lbs.

Hex Head



Penta Head



<u>Bolt options</u>

Machine Thread









36" HEIGHT





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



36" HEIGHT



AMERICAN POLYMER COMPANY









Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	33"x60"x36"	Tier 22	P336036B22	530 lbs.
Replacement Lids - T15	33"x60" (half)	Tier 15	Various	200 lbs.
Replacement Lids - T22	33"x60" (half)	Tier 22	Various	250 lbs.

Hex Head



Penta Head



<u>Bolt options</u>

Machine Thread









	SIGN S	Charts Based of PACING, FT.	BUFFER SPACE, FT.		PER	СН	ANNELIZING PACING, FT.	APPROVED/ACCEPTED BY: ENGINEER, OWNER, or PRIME CONTRACTOR		Date: 7/16/2024 Project: BLW01a-F08 W Sunset Ave TCP1 : : Traffic Control Suggestion For: ATLANTIC ENGINEERING (AEG) : By: Road Runner Safety Services, Inc. : Nathan
Speed (MPH) Prior To Road Work	Highways	Highways	Lengui	Shoulder (10 ft Width)	(12 ft Width)	Through Taper	n Through Buffer/Work Area		Road Runner	Comments:
0-35	200	200	250	70	245	35	50		Salety Services.inc	Drawing not to scale. Traffic control plan must be approved by an engineer. This is a suggestion only. Road Runners Safety Services, Inc. has no liability for this suggested traffic control plan.
40-45	350	500	360	150	540	40	80			
50-55	500	1000	495	185	660	50	100	Signature:		Actual placement and spacing of all traffic control devices will depend on field conditions and must conform to MUTCD standards.
60-70	SA-1000, SI	B-1500, SC-264	730	235	840	60	120			must conform to MOTCD standards.
	Urban Low	Speed - 100 FT						Company:		

>





CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

ROW EXCAVATION ROW USE

ADDRESS OF ROW ACTIVITY: BLW01a-F08_W Sunset Ave

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

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

A. APPLICANT/AGENT INFORMATION:	D. TRAFFIC CONTROL DEVICES*:
APPLICANT NAME: Bret Simons	CONES CONES ARROWBOARD
_{E-MAIL:} bret.simons@aeg.cc	□ LIGHTED BARRELS □ TYPE 3 BARRICADES
COMPANY: Atlantic Engineering Group	☑ FLAGGERS
ADDRESS: P.O. Box 349	*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT)PLAN IS YOUR RESPONSIBILITY AND REQUIRED
CITY, STATE, ZIP: Buford, GA 30515	See page 3 for additional MOT resources; the graph paper can be used for your MOT
24-HR EMERGENCY CONTACT NAME: (706)654-2298	site plan if needed or you can submit a separate sheet E. METERED PARKING SPACES NEEDED: UY N
24-HR CONTACT PHONE #:	IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S)
INSURANCE # <u>*:</u> TB5-691-473497-082 COMPANY: _ ACORD	APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/
BOND#*: 1160465COMPANY: LEXON	moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436
* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED	F. IS THIS A 🖾 CBU*🖾 COUNTY* 🖾 IU*🖾 NP* PROJECT?
SUBCONTRACTOR INFORMATION	PROJECT NAME: <u>BLW01a-F08_W Sunset Ave</u>
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)	PROJECT #: BLW01a-F08_W Sunset Ave
COMPANY NAME:	PROJECT MGR.: <u>Nate Higgins</u>
B. WORK DESCRIPTION:	PROJECT MGR. #: 812.360.8597
□ POD/DUMPSTER □ CRANE □ SCAFFOLDING □ CONSTRUCTION USE*	*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY
(EXPLAIN): Excavation	G. EXCAVATIONS:
EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND	SQ FT OF PAVEMENT EXCAVATIONS : N/A
C. RIGHT OF WAY TO BE USED/CLOSED:	*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS
STREET NAME 1: W Sunset Ave	SQ FT OF NON-PAVEMENT* EXCAVATIONS: 236.70 Sq Ft *Dirt, grass, gravel, landscape area or other unpaved surface
1ST INTERSECTING STREET NAME:	LINEAL FT OF BORE*: 9,614 Lineal Ft
2ND INTERSECTING STREET NAME:	*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS
🗖 ROAD CLOSURE 🛛 LANE CLOSURE 1 🖬 2 🗖 3 🗖	# OF POLE INSTALLATIONS/REMOVAL: N/A
☑ SIDEWALK*	SQ FT OF SIDEWALK RECONSTRUCTION*: N/A
TRANSIT STOP? TY IN PARKING LANE(S)** IIIY III ***************************	*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED
START DATE: <u>Sept 5th</u> END DATE:# OF DAYS*: <u>90</u>	SQ FT OF SIDEWALK NEW CONSTRUCTION*: N/A
	*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE
STREET NAME 2:	#RESIDENTIAL DRIVEWAY INSTALLATION: N/A
1ST INTERSECTING STREET NAME:	TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK
2ND INTERSECTING STREET NAME:	CALL 811 OR 800-382-5544
□ ROAD CLOSURE □□ANE CLOSURE 1 □ 2 □ 3 □ □	Know what's below. Call before you dig. TS THE LAW.
SIDEWALK* BIKE LANE DOTHER	H. INDEMNIFICATION AGREEMENT:
TRANSIT STOP? \Box Y \Box N PARKING LANE(S)** \Box Y \Box \Box ***NON-METERED	The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the
START DATE:END DATE:# OF DAYS*:	City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW	person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM	right-of-way use pursuant to this permit grant. I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE
STANDARD CLOSURE HOURS 🗹 *NON-STANDARD CLOSURE HOURS 🗖	FOREGOING REPRESENTATIONS ARE TRUE.
REQUESTED CLOSURE HOURS:AMPM *non-standard hours may not be allowed near schools, on arterials, or other	PRINT NAME: Bret Simons
circumstances and are subject to approval during the permitting process	SIGNATURE: Bret Simons
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)	DATE: 7/24/2024

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____

□ BPW □ City Engineer □ Director Date:_____

Staff Representative:_____Phone#:_____Date:____




lowerpot	380 N JACOB DR
INI BY DATE DESCRIPTION	Print 2 of 12



























AMERICAN POLYMER COMPANY



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





AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	30"×48"×18"	Tier 22	P304818B22	185 lbs.
Replacement Box	30"×48"×24"	Tier 22	P304824B22	235 lbs.
Replacement Box	30"x48"x36"	Tier 22	P304836B22	340 lbs.
Replacement Lids – T15	30"x48" (half)	Tier 15	Various	150 lbs.
Replacement Lids – T22	30"x48" (half)	Tier 22	Various	170 lbs.

Hex Head



<u>Bolt options</u> Machine Thread



Penta Head



Auger Thread







www.apcunderground.com

Estimated

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



AMERICAN POLYMER COMPANY

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



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



AMERICAN POLYMER COMPANY





Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	24"×36"×18"	Tier 22	P243618B22	165 lbs.
Replacement Box	24"×36"×24"	Tier 22	P243624B22	195 lbs.
Replacement Box	24"×36"×30"	Tier 22	P243630B22	225 lbs.
Replacement Box	24"×36"×36"	Tier 22	P243636B22	255 lbs.
Replacement Lids – T15	24"×36"	Tier 15	Various	170 lbs.
Replacement Lids - T22	24"×36"	Tier 22	Various	190 lbs.

Hex Head



Penta Head



<u>Bolt options</u>

Machine Thread



Auger Thread





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AMERICAN POLYMER COMPANY



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





AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	17"x30"X12"	Tier 22	P173012B22	66 lbs.
Replacement Box	17"x30"X18"	Tier 22	P173018B22	100 lbs.
Replacement Box	17"×30"×24"	Tier 22	P173024B22	120 lbs.
Replacement Box	17"×30"×30"	Tier 22	P173030B22	145 lbs.
Replacement Lids – T15	17"×30"	Tier 15	Various	72 lbs.
Replacement Lids – T22	17"×30"	Tier 22	Various	81 lbs.

Hex Head



Penta Head



<u>Bolt options</u>

Machine Thread









www.apcunderground.com

36" HEIGHT



AMERICAN POLYMER COMPANY



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



36" HEIGHT



AMERICAN POLYMER COMPANY









Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	33"x60"x36"	Tier 22	P336036B22	530 lbs.
Replacement Lids - T15	33"x60" (half)	Tier 15	Various	200 lbs.
Replacement Lids - T22	33"x60" (half)	Tier 22	Various	250 lbs.

Hex Head



Penta Head



<u>Bolt options</u>

Machine Thread









www.apcunderground.com

Spacing Charts Based on MUTCD Must be Approved by an Engineer								
	SIGN SPA	CING, FT.	BUFFER SPACE, FT.			CHANNELIZING SPACING, FT.		ENGINI
Speed (MPH) Prior To Road Work	Non-Divided Divided Highways Highways		Length	Shoulder (10 ft Width)	Lane (12 ft Width)	Through Taper	Through Buffer/Work Area	
0-35	200 200		250	70	245	35	50	
40-45	350	500	360	150	540	40	80	
50-55	500 1000		495	185	660	50	100	Signature:
60-70	SA-1000, SB-1500, SC-2640		730	235	840	60	120	
	Urban Low S	peed - 100 FT						Company:

APPROVED/ACCEPTED BY: ENGINEER, OWNER, or PRIME CONTRACTOR Check for Notice to Proceed. Date: 3/18/2024 Project: BLW01a-F09 W Jacob Dr TCP1 : : Traffic Control Suggestion For: ATLANTIC ENGINEERING (AEG) : By: Road Runner Safety Services, Inc. : Nathan

Comments:

Road

Runne

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≻



	SIGN SPA	,	BUFFER SPACE, FT.	TAF LENG	PER TH, FT.	CH/ SP	ANNELIZING ACING, FT.	ENGINE	APPROVED/ACCEPTED BY: EER, OWNER, or PRIME CONTRACTOR Check for Notice to Proceed.		Date: 3/18/2024 Project: BLW01a-F09_W Jacob Dr TCP2 : : Traffic Control Suggestion For: ATLANTIC ENGINEERING (AEG) : By: Road Runner Safety Services, Inc. : Nathan
Speed (MPH) Prior To Road Work	Non-Divided Highways	Divided Highways	Length	(10 ft Width)	(12 ft Width)	Through Taper	Through Buffer/Work Area			Road Runner	Comments:
0-35	200	200	250	70	245	35	50			Salety Services.inc	Drawing not to scale. Traffic control plan must be approved by an engineer. This is a suggestion
40-45	350	500	360	150	540	40	80				only. Road Runners Safety Services, Inc. has no liability for this suggested traffic control plan.
50-55	500	1000	495	185	660	50	100	Signature:			must conform to MUTCD standards.
60-70	SA-1000, SB-1	500, SC-2640	730	235	840	60	120				must conform to MOTED standards.
	Urban Low Sp	eed - 100 FT						Company:			





CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

ROW EXCAVATION ROW USE ADDRESS OF ROW ACTIVITY: BLW01a-F09_ W Jacob Dr 401 N Morton Street, Suite 130 P.O. Box 100 Bloomington, IN 47402

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

A. APPLICANT/AGENT INFORMATION:	D. TRAFFIC CONTROL DEVICES*:
APPLICANT NAME: Bret Simons	CONES CONES ARROWBOARD
E-MAIL: bret.simons@aeg.cc	□ LIGHTED BARRELS □ TYPE 3 BARRICADES
COMPANY: Atlantic Engineering Group	☑ FLAGGERS ☑ BPD OFFICER
ADDRESS: P.O. Box 349	*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT)PLAN IS YOUR RESPONSIBILITY AND REQUIRED
CITY, STATE, ZIP: Buford, GA 30515	See page 3 for additional MOT resources; the graph paper can be used for your MOT
24-HR EMERGENCY CONTACT NAME: (706)654-2298	site plan if needed or you can submit a separate sheet E. METERED PARKING SPACES NEEDED: Y N
24-HR CONTACT PHONE #:	IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S)
INSURANCE # <u>*:</u> TB5-691-473497-082 COMPANY:ACORD	APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/
BOND#*: 1160465COMPANY: LEXON	moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436
\ast INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED	F. IS THIS A 🖾 CBU* 🖾 COUNTY* 🗖 IU* 🖾 NP* PROJECT?
SUBCONTRACTOR INFORMATION	PROJECT NAME: <u>BLW01a-F09_W Jacob Dr</u>
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)	PROJECT #: <u>BLW01a-F09_</u> W Jacob Dr
COMPANY NAME:	PROJECT MGR.: <u>Nate Higgins</u>
B. WORK DESCRIPTION:	PROJECT MGR. #: 812.360.8597
□ POD/DUMPSTER □ CRANE □ SCAFFOLDING □ CONSTRUCTION USE*	*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY
(EXPLAIN): Excavation	G. EXCAVATIONS:
EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND	SQ FT OF PAVEMENT EXCAVATIONS : N/A
C. RIGHT OF WAY TO BE USED/CLOSED:	*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS
STREET NAME 1: W Jacob Dr	SQ FT OF NON-PAVEMENT* EXCAVATIONS: 97.70 Sq Ft *Dirt, grass, gravel, landscape area or other unpaved surface
1ST INTERSECTING STREET NAME:	LINEAL FT OF BORE*: 7,845 Lineal Ft
2ND INTERSECTING STREET NAME:	*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS
□ ROAD CLOSURE	# OF POLE INSTALLATIONS/REMOVAL: N/A
SIDEWALK* DIKE LANE DITHER	SQ FT OF SIDEWALK RECONSTRUCTION*: N/A
TRANSIT STOP? TY IN PARKING LANE(S)** IIIY III ***************************	*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED
START DATE: <u>Aug 26th</u> END DATE: # OF DAYS*: <u>90</u>	SQ FT OF SIDEWALK NEW CONSTRUCTION*: N/A
	*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE
STREET NAME 2:	#RESIDENTIAL DRIVEWAY INSTALLATION: N/A
1ST INTERSECTING STREET NAME:	TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK
2ND INTERSECTING STREET NAME:	CALL 811 OR 800-382-5544
□ ROAD CLOSURE □□ANE CLOSURE 1 □ 2 □ 3 □ □	Know what's below. Call before you dig. TS THE LAW.
SIDEWALK* III BIKE LANE II III III III	H. INDEMNIFICATION AGREEMENT:
TRANSIT STOP? TY Y N PARKING LANE(S)** TY I TY INON-METERED	The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the
START DATE: END DATE:# OF DAYS*:	City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW	person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM	right-of-way use pursuant to this permit grant. I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE
STANDARD CLOSURE HOURS 🗹 🛛 *NON-STANDARD CLOSURE HOURS 🗖	FOREGOING REPRESENTATIONS ARE TRUE.
REQUESTED CLOSURE HOURS:AMPM	PRINT NAME: Bret Simons
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process	SIGNATURE: Bret Simons
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)	DATE: 7/24/2024

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____

🔄 BPW 🗖 City Engineer 🗇 Director Date:_____

Staff Representative: _____ Phone#: _____ Date: _____



Board of Public Works Staff Report

Walnut St. Garage Repairs Awarded Bid
PW Parking Services, Jess Goodman
Jess Goodman
7/23/2024

Report:

CE Solutions Engineering Consultants has put together an assessment and bid invitation for the Walnut St. garage high priority repairs, and maintenance. We have received bids from Browning and Chapman, and Western Waterproofing.

WORK ITEM					Browning Chapman, LLC	Western Waterproofing Co., Inc.
BASE BID						
	1.	Silane Sealer			\$1,000.00	\$1,226.40
	2.	Epoxy Injection			\$6,000.00	\$5,946.00
	3.	Chemical Grout			\$1,200.00	\$2,574.00
	4.	Concrete Pate	hing		\$2,500.00	\$12,197.50

GRAND TOTAL						\$239,100.00	\$245,631.05
	1.	Alt. 1 Full Removal of Existing Traffic Coating			g	\$49,000.00	\$19,200.00
ALTERNATES		1	1	1			
SUBTOTAL						\$190,100	\$226,431
BASE BID						<i></i>	4000 404
	12.	Mobilizati		oilization		\$15,900.00	\$48,640.00
		Special Repairs (Details 1/S301, 2/S301, 3/S301) Steel Flashing Replacement General Conditions				Repairs	
	11.					Included in Special	\$47,425.00
	10.)1,	\$23,300.00	\$16,220.80
	9.	Post Tensioning End Pocket Repair		\$7,300.00	\$13,113.00		
	8.	Urethane Joint Replacement Traffic Coating Replacement				\$69,000.00	\$48,640.00
	7.					\$55,000.00	\$25,002.35
	6.	Clean and Coating of Reinforcing Steel				\$500.00	\$1,078.00
	5.	Elastomer	ic Coating			\$8,400.00	\$4,368.00

I recommend Browning and Chapman for this project.

Total cost of contract = \$239,100 with Alt 1 Full Removal of Traffic Coating

Project Funding Source: 101-26-260000-54510 (CRED Fund)

Recommend Approval Denial by: Jess Goodman

City of Bloomington Contract and Purchase Justification Form

Vendor: Browning and Chapman LLC

Contract Amount: \$239,100.00

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	ON	
1.	Check the box beside the procure applicable)	menti	method used to initiate this p	procurement: (Attach a quote or bio	d tabulation if
	Request for Quote (RFQ)		Request for Proposal (RFP)	Sole Source	Not Applicable (NA)
	Invitation to Bid (ITB)		Request forQualifications (RFQu)	Emergency Purchase	— (NA)
2.	List the results of procurement p	rocess	s. Give further explanation v	where requested.	Yes No
	# of Submittals:	Yes	No	Was the lowest cost selected? (If no,	
	Met city requirements?	~		please state below why it was not.)	
	Met item or need requirements?	~			
	Was an evaluation team used?	~			
	Was scoring grid used?		 ✓ 		
	Were vendor presentations requested?	?			

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

Browning and Chapman LLC bid of 239,100 is lower than Western Waterproofing Co., Inc at 245,631.05. Both vendors went by the bid packet provided by CE Solutions Engineering Consultants, and attended the pre-bid meeting, on June 4th, 2024. I recommend Browning and Chapman to be awarded the contract.

Print/Type Name

Print/Type Title

Department



Jess Goodman <goodmanj@bloomington.in.gov>

Walnut St. Repairs Bid

Carrie Walden <clwalden@cesolutionsinc.com>

Tue, Jul 23, 2024 at 3:28 PM To: Jess Goodman <goodmanj@bloomington.in.gov>, "Mike M. Kelly" <mmkelly@cesolutionsinc.com>, Michelle Wahl <michelle.wahl@bloomington.in.gov>

Jess -

Great to hear! We agree Browning Chapman does good work, is a qualified contractor, is familiar with the City of Bloomington and specifically the Walnut Street Parking Garage. We agree they are the lowest responsive and responsible bidder and recommend the City of Bloomington move forward with project award. Please let us know if you need anything else from our office at this time.

Thanks!

Carrie

Carrie Walden, PE

Vice President

CE Solutions, Inc. // Structural Engineers

8770 North Street, Suite 100

Fishers, IN 46038

317.818.1912 main // 317.714.7700 cell

clwalden@cesolutionsinc.com // www.cesolutionsinc.com

[Quoted text hidden]

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT, PARKING SERVICES DIVISION

AND

BROWNING CHAPMAN LLC

FOR

WALNUT STREET GARAGE REPAIRS

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department, Parking Services Division, through the Board of Public Works (hereinafter CITY), and Browning Chapman, LLC, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for the Walnut Street Garage Repair Project (more particularly described in Attachment A, "Scope of Work"); and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

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

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR by December 31, 2024, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

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

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

ARTICLE 3. COMPENSATION

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

3.02 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Bid, attached hereto as Attachment 'E'. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

<u>3.06</u> The project manager shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. RETAINAGE

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

<u>4.02</u> <u>**Retainage Amount**</u> The retainage amount shall be five percent (5%) of the dollar value of all work satisfactorily completed and shall be withheld until the Contract work is complete. The retainage amount shall be placed in an escrow account with an escrow agent or shall be held by the Board of Public Works ("Board"). Yellow Cardinal Group Columbus, Indiana, shall serve as the escrow agent.

4.03 Escrow Agent If an escrow agent is used, the escrow agent, Owner and Contractor shall enter into a written escrow agreement and Contractor shall work directly with the escrow agent to set up the account. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

<u>4.04</u> Board If the retainage is held by the Board, the Owner shall place the funds so retained in a retainage account with the Board. Such deposit shall be made within three business days after the date such payments are made to Contractor. No income will be earned or will be payable on the deposit.

<u>4.05</u> Payment of Escrow Amount The escrow agent shall hold the escrowed principal and income until receipt of the notice from Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of Owner, at which time Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.07.

<u>4.06</u> Payment of Retainage Amount by the Board The Board shall hold the retainage until notice from the Owner that the Contract work has been substantially completed to the reasonable satisfaction of the Owner. At this time, the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the Board to pay the Contractor the retainage. No interest will have been earned or will be payable. Nothing in this section shall prohibit Owner from requiring the Board to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.07.

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

- 1. This Agreement and its Attachments.
- 2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
- 3. All Addenda to the Bid Documents.
- 4. The Invitation to Bidders.
- 5. The Instructions to Bidders.
- 6. The Special Conditions.
- 7. All plans as provided for the work that is to be completed.
- 8. The Supplementary Conditions.
- 9. The General Conditions.
- 10. The Specifications.
- 11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
- 12. CONTRACTOR'S submittals.
- 13. The Performance Bond and the Payment Bond.
- 14. The Escrow Agreement.
- 15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

<u>5.05.01</u>

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him or her from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement,

whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

5.07 Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. CONTRACTOR shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 Non-Discrimination

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

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

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

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

a. Has formulated its own Affirmative Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.

b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

5.13.01 The surety of the Payment Bond and Performance Bond may not be released until one (1) year after the Board's final settlement with the CONTRACTOR.
5.14 Written Notice Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:

TO CONTRACTOR:

City of Bloomington	Browning and Chapman, LLC
Attn: Jess Goodman	2101 Bastian Court
401 N Morton St Suite 120	Westfield, IN 46074
Bloomington, Indiana 47404	

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

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

5.19 Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

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

DATE: _____

City of Bloomington

BY:

BY:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

Printed Name

Contractor Representative

James Roach, Secretary

Title of Contractor Representative

Kerry Thompson, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

Walnut Street Garage Repairs Project

This project shall include, but is not limited to, applying Silane Sealer, epoxy injections, chemical grout, concrete patching, elastomeric coating, coating reinforcement steel, urethane joint replacement, removal of old traffic coating, post tension repair, steel flashing replacement, traffic coating, and demolition.

ATTACHMENT 'B'

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

STATE OF INDIANA)) SS: COUNTY OF _____)

AFFIDAVIT

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

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

(company name)

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

	Trench Safety Measure	Units of	Unit Cost	Unit	Extended Cost
		Measure		Quantity	
Α.					
В.					
C.					
D.					
				Total	\$

Method of Compliance (Specify) _		
	Date:	, 20

Signature

Printed Name

STATE OF IN	DIANA	
COUNTY OF		

Before me, a Notary Public in and for said County and State, personally appeared

)) SS:)

	an	d acknowledged the execution of the foregoing this
day of	, 20	
My Commission Expires:		
	Signatur	e of Notary Public
County of Residence:		
	Printed I	Jame of Notary Public

Commission #:_____

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

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

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE O	F INDIANA)				
COUNTY	′ OF)SS: _)				
		E	-Verify AFFIDAV	ІТ		
	The undersigned, being d	uly sworn, hereby af	firms and says tha	it:		
1.	The undersigned is the		_of		·	
2.	The company named here i. has com	ein that employs the	undersigned: ing to contract wit	th the City of Bloomi	ngton to provide serv	/ices; OR
3.	The undersigned hereby s knowingly employ an "un					erein does not
4.	The undersigned herby st participates in the E-verify		t of his/her belief,	the company name	d herein is enrolled ir	1 and
Signatur	e					
Printed	Name					
	'F INDIANA ' OF))SS: _)				
	ne, a Notary Public in and edged the execution of the	-			, 20	and
My Com	mission Expires:		ignature of Notary	y Public		
County	of Residence:		rinted Name of No			
My Com	mission #:					

ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA

)) SS:

COUNTY OF _____)

AFFIDAVIT

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

1.	The undersigned is the		of
		(job title)	

(company name)

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

Signature

Printed Name

STATE OF INDIANA))SS: COUNTY OF ______)

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

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

My Commission #:_____

ATTACHMENT 'E'

"Unit Prices"

					Browning Chapman, LLC
1.	Silane Seal	er			\$1,000.00
2.	Epoxy Inje	ction			\$6,000.00
3.	Chemical C	Grout			\$1,200.00
4.	Concrete P	atching			\$2,500.00
5.	Elastomeric	c Coating			\$8,400.00
6.	Clean and (Coating of F	Reinforcing	Steel	\$500.00
7.	Urethane Jo	oint Replace	ement		\$55,000.00
8.	Traffic Coa	ting Replac	ement		\$69,000.00
9.	Post Tensic	oning End P	ocket Repa	ir	\$7,300.00
10.	Special Rep 3/S301)	pairs (Detail	ls 1/S301, 2	/S301,	\$23,300.00
11.	Steel Flash	ing Replace	ment		Included in Special Repairs
12.			zation		\$15,900.00
					\$190,100
	1				
1.	Alt. 1 Full Coating	Removal of	Existing T	raffic	\$49,000.00
					\$239,100.00
	2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 12.	2. Epoxy Inje 3. Chemical C 4. Concrete P 5. Elastomeric 6. Clean and C 7. Urethane Jo 8. Traffic Coa 9. Post Tensic 10. Special Rep 3/S301) 11. Steel Flash 12. General Co Mobilization 13. Alt. 1 Full	Image: 1 style styl	Image: series of the serie	2. Epoxy Injection 3. Chemical Grout 4. Concrete Patching 5. Elastomeric Coating 6. Clean and Coating of Reinforcing Steel 7. Urethane Joint Replacement 8. Traffic Coating Replacement 9. Post Tensioning End Pocket Repair 10. Special Repairs (Details 1/S301, 2/S301, 3/S301) 11. Steel Flashing Replacement 12. General Conditions Mobilization/Demobilization 14. Image: Alt. 1 Full Removal of Existing Traffic



Invoice Date Range 07/20/24 - 08/02/24

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 43430 - Animal Adoption Fees				
Logan Robbins	01-refund adoption fee-canine-7/9/24		08/02/2024	100.00
Michael Trueblood	01-refund adoption fee-kitten-7/18/24		08/02/2024	90.00
	Account 43430 - Animal Adoption Fees Tota			\$190.00
Account 43442 - Equipment Deposits		Transactior	IS	
Amanda Bainter	01-refund trap deposit-7/21/24		08/02/2024	40.00
Sofia Fitzgerald	01-refund trap deposit-7/15/24		08/02/2024	40.00
	Account 43442 - Equipment Deposits Tota			\$80.00
Account 52210 - Institutional Supplies		Transactior	IS	
4586 - Hill's Pet Nutrition Sales, INC	01-Dog, puppy, kitten & cat food	BC 2024-026	08/02/2024	158.24
4586 - Hill's Pet Nutrition Sales, INC	01-Dog & Kitten food	BC 2024-026	08/02/2024	171.04
4586 - Hill's Pet Nutrition Sales, INC	01-Prescription Veterinary Food	BC 2024-026	08/02/2024	289.46
4574 - John Deere Financial f.s.b. (Rural King)	01-litter-50 40lb bags pellet bedding		08/02/2024	249.50
4549 - Kroger Limited Partnership I	01-Food for skunk-sardines, collard		08/02/2024	10.24
4633 - Midwest Veterinary Supply, INC	greens, spinach 01-Buspirone		08/02/2024	8.95
4633 - Midwest Veterinary Supply, INC	01-Flavoring for med compounding		08/02/2024	20.71



Invoice Date Range 07/20/24 - 08/02/24

4633 - Midwest Veterinary Supply, INC	01-Thyroid medications	08/02/2024	22.58
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (L), bottles	08/02/2024	64.54
4633 - Midwest Veterinary Supply, INC	01-Antiparasitic and antibiotic	08/02/2024	134.62
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (L & XL) & fluids	08/02/2024	162.36
4633 - Midwest Veterinary Supply, INC	01-Supportive therapy & syringes	08/02/2024	189.28
4633 - Midwest Veterinary Supply, INC	01-Antibiotics, syringes, bottles	08/02/2024	300.83
4633 - Midwest Veterinary Supply, INC	01-Dermatophyte plates, steroids,	08/02/2024	316.12
4633 - Midwest Veterinary Supply, INC	anxiety/tress treatments 01-Sanitizer, gloves, ISO gowns,	08/02/2024	1,987.81
4707 - Vortech Pharmaceuticals	syringes, sharps 01-Fatal Plus solution	08/02/2024	554.53
4666 - Zoetis, INC	01-FELV/FIV test kits	08/02/2024	691.10
Acc	count 52210 - Institutional Supplies Totals	Invoice 17 Transactions	\$5,331.91
Account 52310 - Building Materials and Supplies	count 52210 - Institutional Supplies Totals	Invoice 17 Transactions	\$5,331.91
	count 52210 - Institutional Supplies Totals 01 - vacuum breaker		\$5,331.91
Account 52310 - Building Materials and Supplies 8541 - Amazon.com Sales, INC (Amazon.com Services LLC)		Transactions	
Account 52310 - Building Materials and Supplies 8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	01 - vacuum breaker	Transactions 08/02/2024 Invoice 1	31.99
Account 52310 - Building Materials and Supplies 8541 - Amazon.com Sales, INC (Amazon.com Services LLC) Account 5231	01 - vacuum breaker	Transactions 08/02/2024 Invoice 1	31.99
Account 52310 - Building Materials and Supplies 8541 - Amazon.com Sales, INC (Amazon.com Services LLC) Account 52340 - Other Repairs and Maintenance	01 - vacuum breaker O - Building Materials and Supplies Totals	Transactions 08/02/2024 Invoice 1 Transactions	31.99 \$31.99
Account 52310 - Building Materials and Supplies 8541 - Amazon.com Sales, INC (Amazon.com Services LLC) Account 52340 - Other Repairs and Maintenance 409 - Black Lumber Co. INC	01 - vacuum breaker 0 - Building Materials and Supplies Totals 01-drill bit for bench installation	Transactions 08/02/2024 Invoice 1 Transactions 08/02/2024	31.99 \$31.99 6.99
Account 52310 - Building Materials and Supplies 8541 - Amazon.com Sales, INC (Amazon.com Services LLC) Account 52340 - Other Repairs and Maintenance 409 - Black Lumber Co. INC 409 - Black Lumber Co. INC	01 - vacuum breaker 0 - Building Materials and Supplies Totals 01-drill bit for bench installation 01-Hardware for bench installation	Transactions 08/02/2024 Invoice 1 Transactions 08/02/2024 08/02/2024	31.99 \$31.99 6.99 9.80



Invoice Date Range 07/20/24 -

08/02/24

	Account 52340 - Other Repairs and Maintenance Totals	Invoice 5 Transactions	\$1,040.16
Account 52420 - Other Supplies		Hansactions	
577 - W.W. Grainger, INC	01-3 portable 2-way radios for shelter communication	08/02/2024	475.14
	Account 52420 - Other Supplies Totals	Invoice 1 Transactions	\$475.14
Account 53130 - Medical			
175 - Monroe County Humane Association, INC	01-Spay/Neuter Surgeries-7/16/24	08/02/2024	1,161.00
9004 - Public Vet Services INC	01-Spay/Neuter Surgeries-33 cat & 3 dog	08/02/2024	3,420.00
	Account 53130 - Medical Totals	Invoice 2 Transactions	\$4,581.00
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 06/12-07/11/24-Inv. 287289748780X07192024	07/24/2024	250.24
13969 - AT&T Mobility II, LLC	06-cell phone chgs 06/12-07/11/24-Inv. 287297421132X07192024	07/24/2024	41.02
	Account 53210 - Telephone Totals	Invoice 2 Transactions	\$291.26
Account 53510 - Electrical Services			
223 - Duke Energy	19-Fac Summary Elec Billing-06/04/24- 07/01/2024		23.87
	Account 53510 - Electrical Services Totals	Invoice 1 Transactions	\$23.87
Account 53990 - Other Services and Charge	S		
293 - J&S Locksmith Shop, INC	01-Door Lock Repair -6/28/24	08/02/2024	125.00
	Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions	\$125.00
	Program 010000 - Main Totals	Invoice 34 Transactions	\$12,170.33
	Department 01 - Animal Shelter Totals	Invoice 34 Transactions	\$12,170.33



Invoice Date Range 07/20/24 - 08/02/24

Department 02 - Public Works

- Program 020000 Main
- Account 46060 Other Violations

Robert A Booze	26-Customer paid ticket before it was voided	08/02/2024	30.00
Caracciola Morales	26-Customer paid ticket before it was voided	08/02/2024	30.00
James A Newman	volded 26-Customer paid ticket before it was voided	08/02/2024	30.00
Myah Sitton	26-Ticket had wrong plate number, customer paid Parkmobile	08/02/2024	30.00
	Account 46060 - Other Violations Totals	Invoice 4 Transactions	\$120.00
Account 52330 - Street , Alley, and Sewer Material			
5149 - E&B Paving, INC	20-Asphalt for Paving Eagleson & E. 5th 06/06/24	BC 2023-093A 08/02/2024	37,240.46
5149 - E&B Paving, INC	20-Asphalt for Paving Union St 06/12/24	BC 2023-093A 08/02/2024	20,849.99
5149 - E&B Paving, INC	20-Asphalt for Paving Union St & E 5th St 06/13/24	BC 2023-093A 08/02/2024	19,123.30
5149 - E&B Paving, INC	20-Asphalt for Paving Fess Ave & Woodlawn Ave 07/01/24	BC 2023-093A 08/02/2024	10,870.06
Account 5	2330 - Street , Alley, and Sewer Material Totals	Invoice 4 Transactions	\$88,083.81
Account 53170 - Mgt. Fee, Consultants, and Worksh	ops		
9369 - Williams Tree Company LLC	02-Emergency Storm Debris City Wide Clean-Up	08/02/2024	97,945.00
Account 53170	- Mgt. Fee, Consultants, and Workshops Totals	Invoice 1 Transactions	\$97,945.00
Account 53210 - Telephone		Hansactions	
13969 - AT&T Mobility II, LLC	06-cell phone chgs 06/12-07/11/24-Inv. 287289748780X07192024	07/24/2024	130.31
	Account 53210 - Telephone Totals	Invoice 1 Transactions	\$130.31



Invoice Date Range 07/20/24 - 08/02/24

Account 53230 - Travel

2659 - Wason, Adam Account 54510 - Other Capital Outlays	02-Travel Washington D.C-Congressional & Fed DOT Reps w/Mayor Account 53230 - Travel Totals	08/02/2024 Invoice 1 Transactions	219.00 \$219.00
5976 - EV Connect, INC	19 - 2 Network cloud Subscriptions,	08/02/2024	7,067.00
	Remote charge station,		·
5976 - EV Connect, INC	19-install 2 @ Electric Vehicle Charging Stations (City Hall)	08/02/2024	10,572.90
	Account 54510 - Other Capital Outlays Totals	Invoice 2 Transactions	\$17,639.90
	Program 020000 - Main Totals	Invoice 13	\$204,138.02
	Department 02 Dublic Works Totals	Transactions Invoice 13	¢204 129 02
	Department 02 - Public Works Totals	Transactions	\$204,138.02
Department 03 - City Clerk			
Program 030000 - Main			
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 06/12-07/11/24-Inv. 287297421132X07192024	07/24/2024	164.08
	Account 53210 - Telephone Totals	Invoice 1	\$164.08
	Program 030000 - Main Totals	Transactions Invoice 1	\$164.08
	u u u u u u u u u u u u u u u u u u u	Transactions	
	Department 03 - City Clerk Totals	Invoice 1 Transactions	\$164.08
Department 04 - Economic & Sustainable Dev		Tansactions	
Program 040000 - Main			
Account 53170 - Mgt. Fee, Consultants, and Worksho	ps		
8737 - ADS Consulting INC (Stone Municipal Group)	04-Finacial Consulting-PH II Abatement Review June 2024	08/02/2024	1,770.00



Invoice Date Range 07/20/24 -08/02/24

			00/02/24
8737 - ADS Consulting INC (Stone Municipal Group)	04-:Enterprise Zone Invest Deduction (EZID) Proj Review-June 24'	08/02/2024	752.50
8737 - ADS Consulting INC (Stone Municipal Group)	04-Finacial Consulting-PH II Abatement Review May 2024	08/02/2024	3,540.00
7784 - Stefan Reiss	04-Per Diem with Stefan Reiss for Trades Plaza Sculpture Design	08/02/2024	476.91
Account 53170) - Mgt. Fee, Consultants, and Workshops Totals	Invoice 4 Transactions	\$6,539.41
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 06/12-07/11/24-Inv. 287297421132X07192024	07/24/2024	82.04
	Account 53210 - Telephone Totals	Invoice 1 Transactions	\$82.04
Account 53230 - Travel			
8368 - Holly Warren	04-Travel Reimb-S. Reiss-Artist-6/19- 6/21/2024	08/02/2024	108.00
	Account 53230 - Travel Totals	Invoice 1 Transactions	\$108.00
Account 53320 - Advertising			
7815 - A&M Graphics (Baugh Fine Print and Mailing)	04-June 2024 Water Bill Inserts- Community Heat Survey (20,500)	08/02/2024	1,417.28
	Account 53320 - Advertising Totals	Invoice 1 Transactions	\$1,417.28
Account 53910 - Dues and Subscriptions			
517 - Indiana Economic Development Association, INC	04-Prorated Membership Application Dues - Jane Kupersmith	08/02/2024	147.50
	Account 53910 - Dues and Subscriptions Totals	Invoice 1 Transactions	\$147.50
Account 53940 - Temporary Contractual Employee			
203 - INDIANA UNIVERSITY	04-Intern payroll - Burns, Roth, Tarricone (Aug2023-May2024)	08/02/2024	5,621.09
Account 5	53940 - Temporary Contractual Employee Totals	Invoice 1 Transactions	\$5,621.09

Account 53960 - Grants



Invoice Date Range 07/20/24 - 08/02/24

			00/02/24
746 - Early Music Associates, INC	04-BAC Arts Project Grant - Early Music	08/02/2024	2,000.00
1102 - Mother Hubbard's Cupboard	Assoc 04-Garden Hub Grant 2024	08/02/2024	10,000.00
1284 - Southern Indiana Youth Symphony INC	04-BAC Arts Project Grant-MAYO-Bridges Musical Arts Youth Org	08/02/2024	1,000.00
3946 - Writers Guild at Bloomington, INC	04-BAC Arts Project Grant - Writers Guild	08/02/2024	1,500.00
	Account 53960 - Grants Totals	Invoice 4 Transactions	\$14,500.00
Account 53970 - Mayor's Promotion of Business			
9380 - Back Door Bloomington LLC (The Back Door)	04-Performance for PRISMA art celebration	08/02/2024	400.00
Acc	count 53970 - Mayor's Promotion of Business Totals	Invoice 1 Transactions	\$400.00
Account 53990 - Other Services and Charges			
9365 - Traduality Language Solutions, INC	04-Translation Services for Extreme Heat Social Media Posts	08/02/2024	305.60
	Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions	\$305.60
	Program 040000 - Main Totals	Invoice 15 Transactions	\$29,120.92
Program 04TECH - Trades Tech Center			
Account 53990 - Other Services and Charges			
3909 - Applied Engineering Services, INC	04-Trades District Tech Center through 06/21/24	08/02/2024	8,400.00
9150 - Multicraft Fire LLC	04-Trades District Tech Ctr-Fire	08/02/2024	49,922.50
595 - Weddle Bros Construction Co., INC	Protection-Pay App 4 04-Trades District Tech Ctr Management - Pay App #12	08/02/2024	42,931.13
	Account 53990 - Other Services and Charges Totals	Invoice 3 Transactions	\$101,253.63
	Program 04TECH - Trades Tech Center Totals	Invoice 3 Transactions	\$101,253.63
	Department 04 - Economic & Sustainable Dev Totals	Invoice 18 Transactions	\$130,374.55



\$10,000.00

Invoice Date Range 07/20/24 - 08/02/24

Invoice 1

Transactions

Department 05 - Common Council

Program 050000 - Main

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	06-cell phone chgs 06/12-07/11/24-Inv. 287297421132X07192024	07/24/2024	41.02
	Account 53210 - Telephone Totals	Invoice 1 Transactions	\$41.02
	Program 050000 - Main Totals	Invoice 1 Transactions	\$41.02
	Department 05 - Common Council Totals	Invoice 1 Transactions	\$41.02
Department 06 - Controller's Office			
Program 060000 - Main			
Account 53170 - Mgt. Fee, Consultants, and Workshops			
330 - Ice Miller, LLP	06-Legal service for Lobbying, Federal Funding, Econ Dev-6.30.24	08/02/2024	10,000.00

Account 53170 - Mgt. Fee, Consultants, and Workshops Totals

Account 53230 - Travel

06-Travel reimb-2024 GFOA Conf. 6/8-	08/02/2024	876.77
06-Travel reimb-SBOA Conf South Bend- 6/24-6/27	08/02/2024	124.50
06-Travel reimb-SBOA Conf-South Bend-	08/02/2024	124.50
06-Travel reimb-2024 GFOA Conf. 6/8-	08/02/2024	1,581.81
6/12 Orlando		
06-Reimb Pkg-Tyler Connect ConfIndy-	08/02/2024	63.30
5/20-5/22		
Account 53230 - Travel Totals	Invoice 5	\$2,770.88
	Transactions	
Program 060000 - Main Totals	Invoice 6	\$12,770.88
	Transactions	
	6/12 Orlando 06-Travel reimb-SBOA Conf South Bend- 6/24-6/27 06-Travel reimb-SBOA Conf-South Bend- 6/24-6/27 06-Travel reimb-2024 GFOA Conf. 6/8- 6/12 Orlando 06-Reimb Pkg-Tyler Connect ConfIndy- 5/20-5/22 Account 53230 - Travel Totals	6/12 Orlando 06-Travel reimb-SBOA Conf South Bend- 0/24-6/27 06-Travel reimb-SBOA Conf-South Bend- 0/24-6/27 06-Travel reimb-2024 GFOA Conf. 6/8- 08/02/2024 0/12 Orlando 06-Reimb Pkg-Tyler Connect ConfIndy- 08/02/2024 5/20-5/22 Account 53230 - Travel Totals Program 060000 - Main Totals Invoice 6



Invoice Date Range 07/20/24 -

08/02/24

	Department 06 - Controller's Office Totals	Invoice 6 Transactions	\$12,770.88
Department 07 - Engineering		Transactions	
Program 070000 - Main			
Account 52110 - Office Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	07-Otterbox, IPhone Charger- D. Tahir	08/02/2024	52.93
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	07-Wireless Headphones D. Schonemann- Poppeliers	08/02/2024	163.49
6530 - Office Depot, INC	07-Folders for the office	08/02/2024	18.59
	Account 52110 - Office Supplies Totals	Invoice 3 Transactions	\$235.01
Account 53210 - Telephone		Transactions	
13969 - AT&T Mobility II, LLC	06-cell phone chgs 06/12-07/11/24-Inv. 287297421132X07192024	07/24/2024	933.47
	Account 53210 - Telephone Totals	Invoice 1 Transactions	\$933.47
Account 54310 - Improvements Other Than Building			
5409 - VS Engineering, INC	07-Crosswalk Ph2 (PE)-period ending 04/30/24	08/02/2024	1,040.00
Account 54310 -	Improvements Other Than Building Totals	Invoice 1 Transactions	\$1,040.00
	Program 070000 - Main Totals	Invoice 5	\$2,208.48
	Department 07 - Engineering Totals	Invoice 5 Transactions	\$2,208.48
Department 09 - CFRD			
Program 090000 - Main			
Account 52420 - Other Supplies			
11693 - The Award Center, INC	09-Living Legend and Oustanding Black Leader Backdated Nameplat	08/02/2024	328.00



Invoice Date Range 07/20/24 -

08/02/24

	Account 52420 - Other Supplies Totals	Invoice 1	\$328.00
Account 53210 - Telephone		Transactions	
13969 - AT&T Mobility II, LLC	06-cell phone chgs 06/12-07/11/24-Inv. 287297421132X07192024	07/24/2024	164.08
	Account 53210 - Telephone Totals	Invoice 1 Transactions	\$164.08
Account 53910 - Dues and Subscriptions			
5720 - Galaxy Digital, LLC	09-Galaxy Digital Subscription-BVN Site- 9/1/24-8/31/25	08/02/2024	1,981.88
	Account 53910 - Dues and Subscriptions Totals	Invoice 1 Transactions	\$1,981.88
Account 53960 - Grants			
199 - Monroe County Government	09-2024 Women's History Month Luncheon-Space, Tech, Catering	08/02/2024	1,557.00
	Account 53960 - Grants Totals	Invoice 1 Transactions	\$1,557.00
	Program 090000 - Main Totals	Invoice 4 Transactions	\$4,030.96
	Department 09 - CFRD Totals	Invoice 4 Transactions	\$4,030.96
Department 10 - Legal			
Program 100000 - Main			
Account 52110 - Office Supplies			
6530 - Office Depot, INC	10-paper clips, boxes, eraser	08/02/2024	81.36
6530 - Office Depot, INC	10-Staple remover	08/02/2024	3.96
6530 - Office Depot, INC	10-dry erase marker	08/02/2024	21.09
	Account 52110 - Office Supplies Totals	Invoice 3 Transactions	\$106.41
Assessed FOOdO Duinting			

Account 53310 - Printing

Invoice Date Range 07/20/24 - 08/02/24

199 - Monroe County Government	10-5 copies of Deeds-June 2024	08/02/2024	5.00
	Account 53310 - Printing Totals	Invoice 1	\$5.00
Account 53990 - Other Services and Charges		Transactions	
7855 - Veritext LLC	10-Transcription Fees - IU Chapter of Turning Point-6/14/24	08/02/2024	481.55
Account 5	53990 - Other Services and Charges Totals	Invoice 1 Transactions	\$481.55
	Program 100000 - Main Totals	Invoice 5 Transactions	\$592.96
	Department 10 - Legal Totals	Invoice 5 Transactions	\$592.96
Department 11 - Mayor's Office			
Program 110000 - Main			
Account 47110 - Miscellaneous			
3541 - Amazon.com Sales, INC (Amazon.com Services LLC)	11 - Work phone accessories-adapter, phone case	08/02/2024	52.93
	Account 47110 - Miscellaneous Totals	Invoice 1 Transactions	\$52.93
account 52110 - Office Supplies			
3541 - Amazon.com Sales, INC (Amazon.com Services LLC)	11 - Paper towels	08/02/2024	7.20
	Account 52110 - Office Supplies Totals	Invoice 1 Transactions	\$7.20
Account 53210 - Telephone			
	06-cell phone chgs 06/12-07/11/24-Inv.	07/24/2024	240.71
3969 - AT&T Mobility II, LLC	287287430216X07192024		
13969 - AT&T Mobility II, LLC	287287430216X07192024 Account 53210 - Telephone Totals	Invoice 1 Transactions	\$240.71
13969 - AT&T Mobility II, LLC			\$240.71 \$300.84

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Invoice Date Range 07/20/24 - 08/02/24

Department 12 - Human Resources

- Program 120000 Main
- Account 52110 Office Supplies

6530 - Office Depot, INC	12-easel pad	08/02/2024	39.99
6530 - Office Depot, INC	12- Stapler, tape dispenser, calculator, scissors Account 52110 - Office Supplies Totals	08/02/2024	19.95 \$59.94
	Account 52110 - Office Supplies Totals	Transactions	\$39.94
Account 52420 - Other Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	12-counter clicker for recruitment events	08/02/2024	7.83
6530 - Office Depot, INC	12-ergonomic keyboard and mousepad	08/02/2024	127.65
	Account 52420 - Other Supplies Totals	Invoice 2 Transactions	\$135.48
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 06/12-07/11/24-Inv. 287297421132X07192024	07/24/2024	95.09
	Account 53210 - Telephone Totals	Invoice 1 Transactions	\$95.09
Account 53230 - Travel			
8799 - Stephen Anthony Johnson	12-S Johnson Travel Reimbursement for Black Expo	08/02/2024	216.00
	Account 53230 - Travel Totals	Invoice 1 Transactions	\$216.00
Account 53320 - Advertising			
9384 - AmericasBest Enterprises INC (HLPA - Hispanic)	12-employer membership for job postings-expires 12/31/25	08/02/2024	4,995.00
9148 - Office Easel LLC	12-custom recruitment brochures (500)	08/02/2024	290.00
	Account 53320 - Advertising Totals	Invoice 2 Transactions	\$5,285.00



Invoice Date Range 07/20/24 - 08/02/24

Account 53990 - Other Services and Charges

53442 - Paragon Micro, INC	12-H Kanyi Dell monitor and dock	08/02/2024	399.98
	Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions	\$399.98
	Program 120000 - Main Totals	Invoice 9 Transactions	\$6,191.49
	Department 12 - Human Resources Totals	Invoice 9 Transactions	\$6,191.49
Department 13 - Planning			
Program 130000 - Main			
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 06/12-07/11/24-Inv. 287297421132X07192024	07/24/2024	369.18
	Account 53210 - Telephone Totals	Invoice 1 Transactions	\$369.18
Account 53990 - Other Services and Charges			
6235 - Toole Design Group, LLC	13- Safe Streets and Roads for All Action E Plan thru 06/28/24	3C 2022-086 08/02/2024	6,393.59
	Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions	\$6,393.59
	Program 130000 - Main Totals	Invoice 2 Transactions	\$6,762.77
Program 132000 - MPO		Tansastions	
Account 53990 - Other Services and Charges			
3414 - Burgess & Niple, INC	13- BMCMPO 2050 Transportation Plan E 06/01/24-06/30/24	3C 2023-082 08/02/2024	11,000.01
	Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions	\$11,000.01
	Program 132000 - MPO Totals	Invoice 1 Transactions	\$11,000.01
	Department 13 - Planning Totals	Invoice 3 Transactions	\$17,762.78



Invoice Date Range 07/20/24 - 08/02/24

Department 19 - Facilities Maintenance

Program 190000 - Main

Account 52310 - Building Materials and Supplies

9383 - Clutch INC	19 -2 barricades for City Hall EV chargers	08/02/2024	800.00
Account 52	310 - Building Materials and Supplies Totals	Invoice 1 Transactions	\$800.00
Account 52420 - Other Supplies		Tansactions	
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	19 - HDMI cord for TV-Computer display in JD Boruff office	08/02/2024	9.85
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	19 - Folding plastic tables (5)	08/02/2024	767.90
	Account 52420 - Other Supplies Totals	Invoice 2 Transactions	\$777.75
Account 52430 - Uniforms and Tools			
4574 - John Deere Financial f.s.b. (Rural King)	19- Water For Brighten B-Town	08/02/2024	28.90
19171 - Vestis Group, INC (FKA Aramark)	19 - Uniform pants for R Flake-7/4/24	08/02/2024	14.20
	Account 52430 - Uniforms and Tools Totals	Invoice 2 Transactions	\$43.10
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 06/12-07/11/24-Inv. 287289748780X07192024	07/24/2024	167.04
13969 - AT&T Mobility II, LLC	06-Unlim'td LTE Laptp/Hotspt-6/12- 7/11/24-287327321618X07192024	07/24/2024	39.24
	Account 53210 - Telephone Totals	Invoice 2 Transactions	\$206.28
Account 53510 - Electrical Services			
223 - Duke Energy	19-Fac Summary Elec Billing-06/04/24- 07/01/2024		10,182.89
	Account 53510 - Electrical Services Totals	Invoice 1 Transactions	\$10,182.89



Invoice Date Range 07/20/24 - 08/02/24

Account 53610 - Building Repairs

8143 - Cummins INC dba Cummins Sales and Service	19-SA City Hall generator repair overspeed alarm-7/9/24	BC 2024-006	08/02/2024	2,424.69
321 - Harrell Fish, INC (HFI)	19 - SA City Hall replace water fountain- 5/30/24	BC 2023-074	08/02/2024	1,278.55
321 - Harrell Fish, INC (HFI)	19 - SA City Hall repair heat pump in Legal dept-6/12/24	BC 2023-074	08/02/2024	482.00
321 - Harrell Fish, INC (HFI)	19 - SA City Hall quarterly planned maintenance July 2024	BC 2023-074	08/02/2024	2,088.00
	Account 53610 - Building Repairs Totals	s Invoice Transactions		\$6,273.24
Account 54510 - Other Capital Outlays				
5976 - EV Connect, INC	19-install 2 @ Electric Vehicle Charging Stations (City Hall)		08/02/2024	1,267.00
	Account 54510 - Other Capital Outlays Totals	s Invoice Transactions		\$1,267.00
	Program 190000 - Main Totals	s Invoice Transactions		\$19,550.26
	Department 19 - Facilities Maintenance Totals		13	\$19,550.26
Department 26 - Parking		Tansactions	9	
Program 26CRED - PARKING CRED				
Account 54510 - Other Capital Outlays				
8934 - Sierra Heating and Cooling LLC	26- Walnut St AC unit replacement, copper drain pipe, heat trace		08/02/2024	6,350.00
	Account 54510 - Other Capital Outlays Totals	s Invoice Transactions		\$6,350.00
	Program 26CRED - PARKING CRED Totals		- 1	\$6,350.00
	Department 26 - Parking Totals		- 1	\$6,350.00
Department 28 - ITS		Turbactions	•	

Department 28 - ITS

Program 280000 - Main



Invoice Date Range 07/20/24 - 08/02/24

Account 52110 - Office Supplies

6530 - Office Depot, INC	28-(10) case paper & Legal pads	08/02/2024	401.09
	Account 52110 - Office Supplies Totals	Invoice 1 Transactions	\$401.09
Account 53170 - Mgt. Fee, Consultants, and Work	shops		
2898 - JDH Contracting, INC	28-Seminary Park Fiber Ext-Wifi in the Parks project 100 W 2nd S	08/02/2024	4,263.00
	70 - Mgt. Fee, Consultants, and Workshops Totals	Invoice 1 Transactions	\$4,263.00
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 06/12-07/11/24-Inv. 287289748780X07192024	07/24/2024	682.07
13969 - AT&T Mobility II, LLC	06-cell phone chgs 06/12-07/11/24-Inv. 287297421132X07192024	07/24/2024	119.50
1079 - AT&T	28-CH/off site fac-long distance chgs 07/09/2023-BAN #849494015	07/24/2024	79.15
	Account 53210 - Telephone Totals	Invoice 3 Transactions	\$880.72
Account 53640 - Hardware and Software Mainten	ance		
3989 - Ricoh USA, INC	28-City Civil Printer/Copier Maintenance 06/17/24-07/16/24	08/02/2024	2,195.10
3989 - Ricoh USA, INC	28-City Civil Printer/Copier Maintenance 06/17/24-07/16/24	08/02/2024	88.61
Account 53	640 - Hardware and Software Maintenance Totals	Invoice 2 Transactions	\$2,283.71
Account 53910 - Dues and Subscriptions			
7344 - Periodic INC	28-Online Booking Subscriptions 4/24/24- 4/23/25	08/02/2024	6,786.00
8441 - Promevo Holdings, INC (Promevo, LLC)	28-Google Voice Monthly Sub 06/01/24- 06/30/24	08/02/2024	68.16
	Account 53910 - Dues and Subscriptions Totals	Invoice 2 Transactions	\$6,854.16

Account 53990 - Other Services and Charges



Invoice Date Range 07/20/24 - 08/02/24

			00/02/21
4186 - Carrier & Gable, INC	18-anchor bolts for cabinet installation at Seminary Park	08/02/2024	42.00
4186 - Carrier & Gable, INC	18-New electrical cabinet installation at Seminary Park (C&G)	08/02/2024	1,172.00
	Account 53990 - Other Services and Charges Totals	Invoice 2 Transactions	\$1,214.00
	Program 280000 - Main Totals	Invoice 11 Transactions	\$15,896.68
	Department 28 - ITS Totals	Invoice 11 Transactions	\$15,896.68
	Fund 101 - General Fund (S0101) Totals	Invoice 127 Transactions	\$432,543.33
Fund 103 - Restricted Donations(ord 05-17)			
Department 06 - Controller's Office			
Program 400101 - Animal Medical Services			
Account 53130 - Medical			
6529 - BloomingPaws, LLC	01-Exam-Meep	08/02/2024	52.00
6529 - BloomingPaws, LLC	01-Exam-Tuxedo Todd	08/02/2024	52.00
6529 - BloomingPaws, LLC	01-Exam-Bunny	08/02/2024	52.00
6529 - BloomingPaws, LLC	01-Exam-CH Kittens	08/02/2024	52.00
6529 - BloomingPaws, LLC	01-Xrays & hospitalization-Bunny	08/02/2024	156.00
6529 - BloomingPaws, LLC	01-Enema with anesthesia-Bunny	08/02/2024	172.66
6529 - BloomingPaws, LLC	01-Hospitalization and Exam-Nuzzle	08/02/2024	174.37
6529 - BloomingPaws, LLC	01-X Ray & pain management-Tuxedo	08/02/2024	186.36
6529 - BloomingPaws, LLC	Todd 01-Exam and x-rays-C2406698 B	08/02/2024	192.00
6529 - BloomingPaws, LLC	01-Enema and x-rays-Bunny	08/02/2024	263.00

Invoice Date Range 07/20/24 - 08/02/24

3929 - IDEXX Laboratories, INC	01-Blood work	08/02/2024	325.70
3929 - IDEXX Laboratories, INC	01-Blood work, fecal, urinalysis	08/02/2024	390.94
	Account 53130 - Medical Totals	Invoice 12 Transactions	\$2,069.03
	Program 400101 - Animal Medical Services Totals	Invoice 12 Transactions	\$2,069.03
Program 400102 - Animal Supplies			
Account 52210 - Institutional Supplies			
4137 - Patterson Veterinary Supply, INC	01-Thyroid meds	08/02/2024	11.66
4137 - Patterson Veterinary Supply, INC	01-Flavor syrup for med compounding	08/02/2024	26.82
	Account 52210 - Institutional Supplies Totals	Invoice 2 Transactions	\$38.48
	Program 400102 - Animal Supplies Totals	Invoice 2 Transactions	\$38.48
	Department 06 - Controller's Office Totals	Invoice 14 Transactions	\$2,107.51
	Fund 103 - Restricted Donations(ord 05-17) Totals	Invoice 14 Transactions	\$2,107.51
Fund 152 - Food & Beverage Tax(\$9509)			
Department 06 - Controller's Office			
Program 060000 - Main			
Account 53110 - Engineering and Architectu	ral		
8305 - Schmidt Associates, INC	11- Rescoping Study - Convention Center April 1-April 30, 2024	08/02/2024	24,500.00
8305 - Schmidt Associates, INC	11- Rescoping Study - Convention Center July 1-July 31, 2024	08/02/2024	12,251.65
8305 - Schmidt Associates, INC	11- Rescoping Study - Convention Center May 1 - May 31, 2024	08/02/2024	12,250.00
	Account 53110 - Engineering and Architectural Totals	Invoice 3 Transactions	\$49,001.65





Invoice Date Range 07/20/24 - 08/02/24

Account 53990 - Other Services and Charges

9279 - Monroe County Capital Improvement Board (C	IB) 06 City's portion Convention Center Proj- June 2024	08/02/2024	43,892.19
	Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions	\$43,892.19
	Program 060000 - Main Totals	Invoice 4 Transactions	\$92,893.84
	Department 06 - Controller's Office Totals	Invoice 4 Transactions	\$92,893.84
	Fund 152 - Food & Beverage Tax(\$9509) Totals	Invoice 4 Transactions	\$92,893.84
Fund 153 - LIT – Economic Development			
Department 04 - Economic & Sustainable Dev			
Program 040000 - Main			
Account 53960 - Grants			
8737 - ADS Consulting INC (Stone Municipal Group)	04-Enterprise Zone Invest Deduction (EZID) Proj Review-May 2024	08/02/2024	1,180.00
8737 - ADS Consulting INC (Stone Municipal Group)	04-:Enterprise Zone Invest Deduction (EZID) Proj Review-June 24'	08/02/2024	1,165.00
786 - Richard's Small Engine, INC	04-Parks & Rec Battery Powered Equipment	08/02/2024	12,806.33
786 - Richard's Small Engine, INC	04-Parks & Rec Battery Powered Equip- bristle brush attachment	08/02/2024	257.39
8448 - TEN31 Marketing LLC	04-Marketing Services for Go Bloomington June 2024	08/02/2024	6,127.50
8550 - Veregy IN, LLC	04- Inspections and Repairs of Solar Sites 06/24/24	08/02/2024	4,050.00
	Account 53960 - Grants Totals	Invoice 6 Transactions	\$25,586.22
	Program 040000 - Main Totals	Invoice 6 Transactions	\$25,586.22
	Department 04 - Economic & Sustainable Dev Totals	Invoice 6 Transactions	\$25,586.22

Department 06 - Controller's Office



Invoice Date Range 07/20/24 - 08/02/24

Program 060000 - Main

Account 53170 - Mgt. Fee, Consultants, and Workshops

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19660 - Bose McKinney & Evans, LLP	06-Annexation Remonstrances May - June 2024	08/02/2024	58,678.58
Account 53	170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice 1 Transactions	\$58,678.58
	Program 060000 - Main Totals	Invoice 1 Transactions	\$58,678.58
	Department 06 - Controller's Office Totals	Invoice 1 Transactions	\$58,678.58
Department 12 - Human Resources		ITALISACTIONS	
Program 120000 - Main			
Account 53990 - Other Services and Charges			
19660 - Bose McKinney & Evans, LLP	12-employment law consultation- June 2024	08/02/2024	50.00
	Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions	\$50.00
	Program 120000 - Main Totals	Invoice 1 Transactions	\$50.00
	Department 12 - Human Resources Totals	Invoice 1 Transactions	\$50.00
Department 19 - Facilities Maintenance			
Program 190000 - Main			
Account 53990 - Other Services and Charges			
9281 - Jack Henry Bryant (H and K Maintenance LLC)	19-SA-800 BL Dodds/1200 BL N Madison- B mowing-May 2024	C 2024-036 08/02/2024	625.00
	Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions	\$625.00
	Program 190000 - Main Totals	Invoice 1 Transactions	\$625.00
	Department 19 - Facilities Maintenance Totals	Invoice 1 Transactions	\$625.00



Invoice Date Range 07/20/24 - 08/02/24

Department 28 - ITS

Program 280000 - Main

Account 53980 - Community Access TV/Radio

64 - Monroe County Public Library	28-Public Mtg Recording, Broad, Stream (CATS) July-Sept 2024	BC 2023-087 08/02/2024	116,242.25
Acco	ount 53980 - Community Access TV/Radio Totals	Invoice 1 Transactions	\$116,242.25
	Program 280000 - Main Totals	Invoice 1 Transactions	\$116,242.25
	Department 28 - ITS Totals	Invoice 1 Transactions	\$116,242.25
	Fund 153 - LIT – Economic Development Totals	Invoice 10 Transactions	\$201,182.05
Fund 157 - LOIT Special Distribution(S0075)			
Department 20 - Street			
Program 200000 - Main			
Account 54440 - Motor Equipment			
2974 - MacAllister Machinery Co, INC	20-Catapillar 3 Ton Asphalt Roller (Sourcewell #060122-CAT)	08/02/2024	88,042.12
5698 - Vogel Traffic Services, INC (EZ-Liner Industries)	20-AL120 Base 2 Cart paint striper (Sourcewell# 080521-EZ)	08/02/2024	93,110.00
	Account 54440 - Motor Equipment Totals	Invoice 2 Transactions	\$181,152.12
	Program 200000 - Main Totals	Invoice 2 Transactions	\$181,152.12
	Department 20 - Street Totals	Invoice 2 Transactions	\$181,152.12
Fur	nd 157 - LOIT Special Distribution(S0075) Totals	Invoice 2 Transactions	\$181,152.12
Fund 176 - ARPA Local Fiscal Recyry (\$9512)			

Fund 176 - ARPA Local Fiscal Recvry (S9512)

Department 07 - Engineering



Invoice Date Range 07/20/24 - 08/02/24

Program G21005 - ARPA COVID Local Fiscal Recovery

Account 54310 - Improvements Other Than Building

5149 - E&B Paving, INC	07-Morningside DR Greenway-Retainage	BC 2023-406	08/02/2024	18,096.64
	Release			
5999 - The Etica Group, INC	07-Neighborhood Greenways, Eagle Ridge 05/01-05/31/24	BC 2024-025	08/02/2024	7,064.33
	Account 54310 - Improvements Other Than Building Totals	Invoice	2	\$25,160.97
	1 5	Transactions	6	
	Program G21005 - ARPA COVID Local Fiscal Recovery Totals	Invoice	2	\$25,160.97
		Transactions	6	
	Department 07 - Engineering Totals	Invoice	2	\$25,160.97
		Transactions	6	
	Fund 176 - ARPA Local Fiscal Recvry (S9512) Totals	Invoice	2	\$25,160.97
		Transactions	6	
Fund 249 - Grants Non Approp				
Department 04 - Economic & Sustaina	ble Dev			
Program G22008 - 2021 to 2024 Bro	nfield			
Account 53990 - Other Services and	harges			
4571 - BCA Environmental Consultants,			08/02/2024	640.00
	Prog Management 06/30/24-100%			
4571 - BCA Environmental Consultants,			08/02/2024	800.00
	Brownfield Inv & Prior 06/30/24		00/00/0004	504.00
4571 - BCA Environmental Consultants,			08/02/2024	504.00
	1601 S. Rogers 06/30/24		00/00/00004	1 010 00
4571 - BCA Environmental Consultants,			08/02/2024	1,018.32
	W 2nd St 06/30/24		00/02/2024	(41 0 4
4571 - BCA Environmental Consultants,			08/02/2024	641.94
	S. College 06/30/24	Invoice	E	\$3,604.26
	Account 53990 - Other Services and Charges Totals	Transactions		a3,004.20
	Program G22008 - 2021 to 2024 Brownfield Totals			\$3,604.26
	Frogram 522006 - 2021 to 2024 Brownneid Totals	Transactions		φ3,004.20
		11 at 15 aut 10115))	

Program G24006 - 2024 Economic Devel Adj Assist



Invoice Date Range 07/20/24 - 08/02/24

Account 53960 - Grants

04-Trades District Tech Center-App 7 (Inv #14931)	08/02/2024	751,343.60
04-Trades District Tech Center-App 8 (Inv #14030)	08/02/2024	264,928.40
Account 53960 - Grants Totals	Invoice 2 Transactions	\$1,016,272.00
Program G24006 - 2024 Economic Devel Adj Assist Totals	Invoice 2 Transactions	\$1,016,272.00
Department 04 - Economic & Sustainable Dev Totals	Invoice 7 Transactions	\$1,019,876.26
Fund 249 - Grants Non Approp Totals	Invoice 7 Transactions	\$1,019,876.26
f Women		
09-2024 Women's History Month Luncheon-Space, Tech, Catering	08/02/2024	12,645.56
Account 52420 - Other Supplies Totals	Invoice 1 Transactions	\$12,645.56
Program 090003 - Com Serv - Status of Women Totals	Invoice 1 Transactions	\$12,645.56
	in anouotion o	
narges		
09-Galaxy Digital Subscription-BVN Site- 9/1/24-8/31/25	08/02/2024	1,981.87
Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions	\$1,981.87
Program 090018 - CBVN Totals	Invoice 1	\$1,981.87
	(Inv #14931) 04-Trades District Tech Center-App 8 (Inv #14030) Account 53960 - Grants Totals Program G24006 - 2024 Economic Devel Adj Assist Totals Department 04 - Economic & Sustainable Dev Totals Fund 249 - Grants Non Approp Totals f Women 09-2024 Women's History Month Luncheon-Space, Tech, Catering Account 52420 - Other Supplies Totals Program 090003 - Com Serv - Status of Women Totals harges	(Inv #14931) 04-Trades District Tech Center-App 8 (Inv #14030) Account 53960 - Grants Totals Program G24006 - 2024 Economic Devel Adj Assist Totals Department 04 - Economic & Sustainable Dev Totals Fund 249 - Grants Non Approp Totals Fund 249 - Grants Non Approp Totals Fund 249 - Grants Non Approp Totals f Women 09-2024 Women's History Month Luncheon-Space, Tech, Catering Account 52420 - Other Supplies Totals Program 090003 - Com Serv - Status of Women Totals Program 090003 - Com Serv - Status of Women Totals Program 090003 - Com Serv - Status of Women Totals Program 090003 - Other Services and Charges Totals Account 53990 - Other Services and Charges Totals D9-Galaxy Digital Subscription-BVN Site- 9/1/24-8/31/25 Account 53990 - Other Services and Charges Totals

\$14,627.43



Invoice Date Range 07/20/24 -

08/02/24

\$14,627,43 Fund 312 - Community Services Totals Invoice 2 Transactions Fund 401 - Non-Reverting Telecom (S1146) Department 25 - Telecommunications Program 254000 - Infrastructure Account 53640 - Hardware and Software Maintenance 902 - Indiana Underground Plant Protection Service, INC 28-BDU 811 Line Location Service June 08/02/2024 503.50 2024 Account 53640 - Hardware and Software Maintenance Totals Invoice 1 \$503.50 Transactions \$503.50 Program 254000 - Infrastructure Totals Invoice 1 Transactions Program 256000 - Services Account 53150 - Communications Contract 07/24/2024 222.90 4170 - Comcast Cable Communications, INC 25 - Comcast Internet - 401 N Morton August 2024 Account 53150 - Communications Contract Totals Invoice 1 \$222.90 Transactions \$222.90 Program 256000 - Services Totals Invoice 1 Transactions \$726.40 Department 25 - Telecommunications Totals Invoice 2 Transactions \$726.40 Fund 401 - Non-Reverting Telecom (S1146) Totals Invoice 2 Transactions Fund 450 - Local Road and Street(S0706) Department 20 - Street Program 200000 - Main Account 53520 - Street Lights / Traffic Signals

223 - Duke Energy

02-Street Light (Misc Lights)-06/05/24-07/10/24

234.82



Invoice Date Range 07/20/24 -08/02/24

			08/02/24
223 - Duke Energy	02-Street Light (Misc Lights)-06/05/24- 07/02/24		117.19
223 - Duke Energy	02-Street Light (Misc Lights)-06/04/24- 07/02/24		782.03
223 - Duke Energy	02-Street Light (Misc Lights)-06/05/24- 07/02/24		53.35
223 - Duke Energy	07/02/24 02-Street Light (Misc Lights)-06/05/24- 07/02/24		31.01
223 - Duke Energy	07/02/24 02-Street Light (Misc Lights)-06/05/24- 07/02/24		25.12
223 - Duke Energy	07/02/24 02-Street Light (Misc Lights)-06/05/24- 07/02/24		155.38
223 - Duke Energy	07/02/24 02-Traffic Signals-06/05/24-07/02/24		426.39
223 - Duke Energy	02-Traffic Signals-06/04/24-07/02/24		330.84
223 - Duke Energy	02-Traffic Signals-06/05/24-07/02/24		548.50
223 - Duke Energy	02-Traffic Signals-06/04/24-07/02/24		539.15
Account 5352	0 - Street Lights / Traffic Signals Totals	Invoice 11 Transactions	\$3,243.78
	Program 200000 - Main Totals	Invoice 11 Transactions	\$3,243.78
	Department 20 - Street Totals	Invoice 11 Transactions	\$3,243.78
Fund 450) - Local Road and Street(S0706) Totals	Invoice 11 Transactions	\$3,243.78
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 Street Admin (binder, dividers & pens)	08/02/2024	47.64
	Account 52110 - Office Supplies Totals	Invoice 1 Transactions	\$47.64



Invoice Date Range 07/20/24 - 08/02/24

Account 52210 - Institutional Supplies

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	20-Ivy Post Contact Wipes for tree removal	08/02/2024	34.64
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	20-Hard hat sweatbands for tree crews	08/02/2024	17.99
313 - Fastenal Company	20-Safety Supplies for Crews-safety glasses, gloves, towels	08/02/2024	240.34
313 - Fastenal Company	20-Safety Supplies for Crews-tape measure, earplugs, gloves	08/02/2024	259.73
4574 - John Deere Financial f.s.b. (Rural King)	20-Apron chapps for tree crews (4)	08/02/2024	359.96
7516 - Quality Supply & Tool Co INC	20-Ivy Xpost contact for crews	08/02/2024	27.51
Account 52340 - Other Repairs and Maintenance	nt 52210 - Institutional Supplies Totals	Invoice 6 Transactions	\$940.17
Account 52340 - Other Repairs and Maintenance			
293 - J&S Locksmith Shop, INC	20-10 Locks for signal cabinet service point	08/02/2024	210.00
603 - Traffic Control Corporation	20-LED Ped Inserts (12)	08/02/2024	2,196.00
Account 52340 -	Other Repairs and Maintenance Totals	Invoice 2 Transactions	\$2,406.00
Account 52420 - Other Supplies			
294 - All-Phase Electric Supply, INC	20-Plug for tack wagon (paving)	08/02/2024	13.46
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	20-USBC Chargers for Cityworks Ipads	08/02/2024	44.95
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	20-Otterbox cell phone protector for Bitner	08/02/2024	20.99
8541 - Amazon.com Sales, INC (Amazon.com Services LLC) 8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	Bitner 20-Credit for Otterbox Lost in transit-Inv	08/02/2024 08/02/2024	20.99 (20.99)
	Bitner		
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	Bitner 20-Credit for Otterbox Lost in transit-Inv 16GL-PN7L-1CN7 20-Otterbox cell phone protector for Bitner 20-Tools & Supplies for Street CutCrews-	08/02/2024	(20.99)
8541 - Amazon.com Sales, INC (Amazon.com Services LLC) 8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	Bitner 20-Credit for Otterbox Lost in transit-Inv 16GL-PN7L-1CN7 20-Otterbox cell phone protector for Bitner	08/02/2024 08/02/2024	(20.99) 27.27



Invoice Date Range 07/20/24 - 08/02/24

409 - Black Lumber Co. INC	20-Torx T25 2" 5 pk Diablo for Concrete	08/02/2024	5.99
409 - Black Lumber Co. INC	Crew 20-(2) Wasp & hornet killer & spray for Sign Crow	08/02/2024	14.96
409 - Black Lumber Co. INC	Sign Crew 20-10pk Utility blades and Stanely fixed	08/02/2024	8.48
409 - Black Lumber Co. INC	knife 20-Side Boards for Tandems	08/02/2024	128.76
409 - Black Lumber Co. INC	20-Shop towels for Tack Wagon	08/02/2024	9.46
409 - Black Lumber Co. INC	20-Spade drill for pavement markings	08/02/2024	219.97
409 - Black Lumber Co. INC	20-Caps for street cut crew	08/02/2024	13.98
409 - Black Lumber Co. INC	20-(10) 1x4-10 Pine Pro	08/02/2024	49.90
4574 - John Deere Financial f.s.b. (Rural King)	20-Sprayer, 2 gallon for paving crew	08/02/2024	77.94
8658 - Kleindorfer's Hardware LLC	20-Mouse Bait and drill bit for cabinets	08/02/2024	22.77
8658 - Kleindorfer's Hardware LLC	20-Sledge Hammer for Sign Crew	08/02/2024	19.99
8658 - Kleindorfer's Hardware LLC	20-2 Cycle Oil & Black Stallion gloves (60	08/02/2024	260.71
8658 - Kleindorfer's Hardware LLC	ct) 20-Gas can, 30 sq ft of cord & plugs for	08/02/2024	202.97
8658 - Kleindorfer's Hardware LLC	tack wagon 20-Generator Cord for office	08/02/2024	93.99
6262 - Koenig Equipment, INC	20-Stihl chain for tree crew	08/02/2024	37.69
7516 - Quality Supply & Tool Co INC	20-Alum concrete place with 60" handle	08/02/2024	102.66
786 - Richard's Small Engine, INC	& rain jackets for crews 20-T435 top chain saw for tree crew	08/02/2024	399.99
1743 - The Home City Ice Company	20-Ice replacement due to storm power	08/02/2024	299.70
	outage		
	Account 52420 - Other Supplies Totals	Invoice 25 Transactions	\$2,158.48

Account 53150 - Communications Contract


			00/02/21
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	20-Two-way radio services for crews July 2024	08/02/2024	2,321.25
Acco	ount 53150 - Communications Contract Totals	Invoice 1 Transactions	\$2,321.25
Account 53160 - Instruction		Tansactions	
1481 - Ivy Tech Community College of Indiana	20-CDL License Training - Bartlett-5/29- 6/14/24	08/02/2024	4,360.00
	Account 53160 - Instruction Totals	Invoice 1 Transactions	\$4,360.00
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 06/12-07/11/24-Inv. 287289748780X07192024	07/24/2024	240.04
13969 - AT&T Mobility II, LLC	06-cell phone chgs 06/12-07/11/24-Inv. 287297421132X07192024	07/24/2024	312.83
13969 - AT&T Mobility II, LLC	06-Unlim'td LTE Laptp/Hotspt-6/12- 7/11/24-287327321618X07192024	07/24/2024	29.24
1079 - AT&T	28-CH/off site fac-long distance chgs	07/24/2024	9.35
	07/09/2023-BAN #849494015 Account 53210 - Telephone Totals	Invoice 4 Transactions	\$591.46
Account 53250 - Pagers			
332 - Indiana Paging Network, INC	20-Pagers for Snow Control Crews August 2024	08/02/2024	158.95
	Account 53250 - Pagers Totals	Invoice 1 Transactions	\$158.95
Account 53510 - Electrical Services		Huisdottolis	
223 - Duke Energy	19-Fac Summary Elec Billing-06/04/24- 07/01/2024		25.04
	Account 53510 - Electrical Services Totals	Invoice 1 Transactions	\$25.04
Account 53530 - Water and Sewer		Tansactions	
208 - City Of Bloomington Utilities	20-Street Dept-fire hydrant-water/sewer bill-June 2024	07/24/2024	47.22
208 - City Of Bloomington Utilities	20-Street Dept-water/sewer bill-June 2024	07/24/2024	284.73



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208 - City Of Bloomington Utilities	20-Traffic Bldg-water/sewer bill-June 2024	07/2	24/2024	40.93
	Account 53530 - Water and Sewer Totals	Invoice 3 Transactions		\$372.88
Account 53610 - Building Repairs				
6378 - ANN-KRISS, LLC	20-SA-Remove & replace door on Street Dept building	BC 2023-064 08/0	02/2024	3,640.00
	Account 53610 - Building Repairs Totals	Invoice 1 Transactions		\$3,640.00
Account 53630 - Machinery and Equipment Repairs				
244 - Bloomington Ford, INC	20-Body Shop Repairs to Unit #413- 3/7/24	08/0	02/2024	1,406.03
	- Machinery and Equipment Repairs Totals	Invoice 1 Transactions		\$1,406.03
Account 53920 - Laundry and Other Sanitation Services				
19171 - Vestis Group, INC (FKA Aramark)	20-uniform rental (minus payroll ded)- 7/10/24	08/0	02/2024	9.01
19171 - Vestis Group, INC (FKA Aramark)	20-mat/towel service-7/10/24	08/0	02/2024	42.58
19171 - Vestis Group, INC (FKA Aramark)	20-mat/towel service-7/3/24	08/0	02/2024	42.58
19171 - Vestis Group, INC (FKA Aramark)	20-uniform rental (minus payroll ded)- 7/3/24	08/0	02/2024	9.01
19171 - Vestis Group, INC (FKA Aramark)	20-uniform rental (minus payroll ded)- 7/17/24	08/0	02/2024	9.01
19171 - Vestis Group, INC (FKA Aramark)	20-mat/towel service-7/17/24	08/0	02/2024	42.58
Account 53920 - La	undry and Other Sanitation Services Totals	s Invoice 6 Transactions		\$154.77
Account 53990 - Other Services and Charges				
3735 - Bluestone Tree, INC.	20-Storm 06.25 - Manage tree debris pile at Dog Park	08/0	02/2024	7,680.00
902 - Indiana Underground Plant Protection Service, INC	20-Line Locate Ticket Services for February 2024	08/0	02/2024	623.20
902 - Indiana Underground Plant Protection Service, INC	20-Line Locate Ticket Services for April 2024	08/0	02/2024	941.45



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902 - Indiana Underground Plant Protection Servic	e, INC	20-Line Locate Ticket Services for June 2024		08/02/2024	856.90
622 - Truck Country of Indiana, INC (Stoops Freigh	ntliner	20-Repairs to vehicle #4661 due to accident		08/02/2024	14,942.06
	Account 539	90 - Other Services and Charges Totals	Invoice Transactions		\$25,043.61
		Program 200000 - Main Totals	Invoice Transactions	58	\$43,626.28
		Department 20 - Street Totals	Invoice Transactions		\$43,626.28
	Fund 451 ·	- Motor Vehicle Highway(S0708) Totals	Invoice Transactions		\$43,626.28
Fund 452 - Parking Facilities(\$9502)					
Department 26 - Parking					
Program 260000 - Main					
Account 43160 - Lot/Garage Leases - Annual					
Trevor Knight		26-Cancelled on May, was charged on 7/1/24		08/02/2024	113.00
		60 - Lot/Garage Leases - Annual Totals	Invoice Transactions	1	\$113.00
Account 52310 - Building Materials and Suppli	ies				
8658 - Kleindorfer's Hardware LLC		26-Sheet metal and foam to seal a hole		08/02/2024	25.98
Account 53210 - Telephon e	.ccount 52310 -	• Building Materials and Supplies Totals	Invoice Transactions		\$25.98
Account COL TO TOTOPHONE					

Account 53210 - Telephone		Tansactions	
13969 - AT&T Mobility II, LLC	06-cell phone chgs 06/12-07/11/24-Inv. 287289748780X07192024	07/24/2024	167.04
13969 - AT&T Mobility II, LLC	06-Unlim'td LTE Laptp/Hotspt-6/12- 7/11/24-287327321618X07192024	07/24/2024	58.48
1079 - AT&T	28-CH/off site fac-long distance chgs 07/09/2023-BAN #849494015	07/24/2024	2.76
	Account 53210 - Telephone Totals	Invoice 3 Transactions	\$228.28



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Account 53510 - Electrical Services

223 - Duke Energy	26-Walnut St Garage-300 N Walnut-elec chgs 06/04/24-07/01/24		07/24/2024	793.50
	Account 53510 - Electrical Services Totals	s Invoic Transaction		\$793.50
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	26-4th St Garage-water/sewer bill - June 2024		07/24/2024	289.21
208 - City Of Bloomington Utilities	26-Morton St Garage-water/sewer bill- June 2024		07/24/2024	57.56
208 - City Of Bloomington Utilities	26-Trades Garage-489 W. 10th Street water/sewer - June 2024		07/24/2024	151.01
	Account 53530 - Water and Sewer Totals	s Invoic Transaction		\$497.78
Account 53540 - Natural Gas				
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	26-Trades Garage-489 W. 10th-gas bill 06/04/24-07/02/24		07/24/2024	50.78
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	26-4th St Garage-105 W. 4th St-gas bill 06/04/24-07/02/24		07/24/2024	48.77
	Account 53540 - Natural Gas Totals	s Invoic Transaction		\$99.55
Account 53610 - Building Repairs				
393 - Kone INC	26-Walnut St Garage-monthly elevator maint-July 2024	BC 2023-101	08/02/2024	242.06
393 - Kone INC	26-Morton Street Garage elevator maintenance period-July 2024	BC 2023-101	08/02/2024	531.64
393 - Kone INC	26-Trades District Garage elevator maintenance period-July 2024	BC 2023-101	08/02/2024	1,063.28
393 - Kone INC	26-Fourth Street Garage elevator maintenance period-July 2024	BC 2023-101	08/02/2024	1,063.28
393 - Kone INC	26-Garages-monthly elevator maintenance-June 2023	BC 2023-004	08/02/2024	2,466.77
	Account 53610 - Building Repairs Totals	s Invoic Transaction		\$5,367.03

Account 53650 - Other Repairs



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8143 - Cummins INC dba Cummins Sales and Service	26-Trades District Garage-generator maintenance service-6/20/24	BC 2024-006	08/02/2024	621.50
8143 - Cummins INC dba Cummins Sales and Service	26-4th ST Garage generator maintenance service-6/4/24	BC 2024-006	08/02/2024	573.50
5239 - Mother Nature Landscaping, INC (Turf N'Tree MD)	26-flowers for Fourth Street planter boxes		08/02/2024	495.00
	Account 53650 - Other Repairs Totals	s Invoice Transactions		\$1,690.00
	Program 260000 - Main Totals	s Invoice Transactions		\$8,815.12
	Department 26 - Parking Totals	s Invoice Transactions		\$8,815.12
	Fund 452 - Parking Facilities(S9502) Totals	s Invoice Transactions		\$8,815.12

Fund 454 - Alternative Transport(S6301)

Department 02 - Public Works

Program 020000 - Main

Account 43170.0011 - Residential Neighborhood Permits Zone #11

Catherine D Ratcliff	26-Customer ordered two permits for the same vehicle	08/02/2024	30.00
	Account 43170.0011 - Residential Neighborhood Permits Zone #11 Totals	Invoice 1 Transactions	\$30.00
Account 46060 - Other V	iolations		
Michael Jacob Kleer	26-Customer paid tickets before they were voided	08/02/2024	120.00
	Account 46060 - Other Violations Totals	Invoice 1 Transactions	\$120.00
	Program 020000 - Main Totals	Invoice 2 Transactions	\$150.00
	Department 02 - Public Works Totals	Invoice 2 Transactions	\$150.00

Department 07 - Engineering

Program 070000 - Main



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Account 53110 - Engineering and Architectural

5999 - The Etica Group, INC	07-Downtown Curb Ramps Ph4 05/01/24-05/31/24	BC 2023-050	08/02/2024	1,158.50
5409 - VS Engineering, INC	07-Crosswalk Ph2 (PE)-period ending 04/30/24		08/02/2024	3,240.00
Account 53110) - Engineering and Architectural Totals	Invoice Transactions		\$4,398.50
	Program 070000 - Main Totals		2	\$4,398.50
	Department 07 - Engineering Totals		2	\$4,398.50
Department 26 - Parking		Transactions	1	
Program 260000 - Main				
Account 52110 - Office Supplies				
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	26-first aid kit for parking services		08/02/2024	94.97
	Account 52110 - Office Supplies Totals	Invoice Transactions		\$94.97
Account 52420 - Other Supplies				
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	26-keyboard and mouse for M. Wahl		08/02/2024	64.97
	Account 52420 - Other Supplies Totals	Invoice Transactions		\$64.97
Account 53210 - Telephone		TTATISACLIOUS		
13969 - AT&T Mobility II, LLC	06-cell phone chgs 06/12-07/11/24-Inv. 287289748780X07192024		07/24/2024	219.00
1079 - AT&T	28/289/48/80X0/192024 28-CH/off site fac-long distance chgs 07/09/2023-BAN #849494015		07/24/2024	5.79
	Account 53210 - Telephone Totals	Invoice Transactions		\$224.79
Account 53310 - Printing		Transactions	·	
8002 - Safeguard Business Systems, INC	26-10,000 envelopes for customer billing and permit mailing		08/02/2024	464.08



Invoice Date Range 07/20/24 -

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			00/02/24
	Account 53310 - Printing Totals	Invoice 1 Transactions	\$464.08
	Program 260000 - Main Totals	Invoice 5 Transactions	\$848.81
	Department 26 - Parking Totals	Invoice 5 Transactions	\$848.81
Fund 4	54 - Alternative Transport(S6301) Totals	Invoice 9 Transactions	\$5,397.31
Fund 455 - Parking Meter Fund(S2141)		11 0113 0110115	
Department 26 - Parking			
Program 260000 - Main			
Account 52110 - Office Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	26-air freshener-tape for parking	08/02/2024	14.98
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	services 26-first aid kit for parking services	08/02/2024	94.98
651 - Engraving & Stamp Center, INC	26-copy stamp for parking services office	08/02/2024	41.50
	Account 52110 - Office Supplies Totals	Invoice 3 Transactions	\$151.46
Account 52340 - Other Repairs and Maintenance			
313 - Fastenal Company	26-plastic wire ties for special event posting	08/02/2024	231.60
Account 52340	- Other Repairs and Maintenance Totals	Invoice 1 Transactions	\$231.60
Account 52420 - Other Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	26-keyboard and mouse for M. Wahl	08/02/2024	64.98
8658 - Kleindorfer's Hardware LLC	26-Scotch shipping tape for shipping meter supplies	08/02/2024	42.45
8658 - Kleindorfer's Hardware LLC	26-Wasp spray for meters	08/02/2024	9.49
	Account 52420 - Other Supplies Totals	Invoice 3 Transactions	\$116.92

Transactions



Invoice Date Range 07/20/24 - 08/02/24

Account 53150 - Communications Contract

4264 - IPS Group, INC	26-bank fees and communication fees for March 2024	08/02/2024	9,081.25
A	Account 53150 - Communications Contract Totals	Invoice 1 Transactions	\$9,081.25
Account 53210 - Telephone		Tursuetions	
13969 - AT&T Mobility II, LLC	06-cell phone chgs 06/12-07/11/24-Inv. 287289748780X07192024	07/24/2024	751.04
13969 - AT&T Mobility II, LLC	06-cell phone chgs 06/12-07/11/24-Inv. 287297421132X07192024	07/24/2024	123.06
1079 - AT&T	28-CH/off site fac-long distance chgs 07/09/2023-BAN #849494015	07/24/2024	2.95
	Account 53210 - Telephone Totals	Invoice 3 Transactions	\$877.05
Account 53240 - Freight / Other			
8541 - Amazon.com Sales, INC (Amazon.com Services L	LC) 26-first aid kit for parking services	08/02/2024	29.83
8002 - Safeguard Business Systems, INC	26-10,000 envelopes for customer billing and permit mailing	08/02/2024	78.59
	Account 53240 - Freight / Other Totals	Invoice 2 Transactions	\$108.42
Account 53310 - Printing			
8002 - Safeguard Business Systems, INC	26-10,000 envelopes for customer billing and permit mailing	08/02/2024	464.09
	Account 53310 - Printing Totals	Invoice 1 Transactions	\$464.09
Account 53830 - Bank Charges			
4264 - IPS Group, INC	26-bank fees and communication fees for March 2024	08/02/2024	4,796.22
	Account 53830 - Bank Charges Totals	Invoice 1 Transactions	\$4,796.22
Account 53990 - Other Services and Charges			
4443 - The Sherwin Williams Company	26-yellow curb paint on Rogers and Morton 7th to 10th	08/02/2024	120.36



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Account 53990 - Other Services and Charges Totals Invoice 1 Program 260000 - Main Totals Invoice 16 Transactions Invoice 16	\$120.36
Image: Construction of the second state of the second s	
Fund 455 - Parking Meter Fund(S2141) Totals Transactions Invoice 16 Transactions Fund 456 - MVH Restricted Department 20 - Street Program 200000 - Main Account 52330 - Street , Alley, and Sewer Material 5149 - E&B Paving, INC 20-Asphalt for Paving Hollywood Dr, Staat Dr, Kerry Dr 5/30/24 BC 2023-093A 08/02/2024 5149 - E&B Paving, INC 20-Asphalt for Paving Meadowlark Ln., Hollywood, Staat 5/29/24 BC 2023-093A 08/02/2024 5149 - E&B Paving, INC 20-Asphalt for Paving Union St. 06/17/24 BC 2023-093A 08/02/2024 5149 - E&B Paving, INC 20-Asphalt for Paving Union St. 06/17/24 BC 2023-093A 08/02/2024 5149 - E&B Paving, INC 20-Asphalt for Paving Union St. 06/17/24 BC 2023-093A 08/02/2024 334 - Irving Materials, INC 20-Concrete for Sidewalk Projects class A BC 2024-012 08/02/2024	\$15,947.37
Fund 456 - MVH RestrictedDepartment 20 - StreetProgram 200000 - MainAccount 52330 - Street , Alley, and Sewer Material5149 - E&B Paving, INC20-Asphalt for Paving Hollywood Dr, BC 2023-093A08/02/20245149 - E&B Paving, INC20-Asphalt for Paving Meadowlark Ln., BC 2023-093A08/02/20245149 - E&B Paving, INC20-Asphalt for Paving Meadowlark Ln., BC 2023-093A08/02/20245149 - E&B Paving, INC20-Asphalt for Paving Meadowlark Ln., BC 2023-093A08/02/20245149 - E&B Paving, INC20-Asphalt for Paving Union St. 06/17/24 BC 2023-093A08/02/2024334 - Irving Materials, INC20-Concrete for Sidewalk Projects class A BC 2024-01208/02/2024	\$15,947.37
Department 20 - StreetProgram 200000 - MainAccount 52330 - Street , Alley, and Sewer Material5149 - E&B Paving, INC20-Asphalt for Paving Hollywood Dr, Staat Dr, Kerry Dr 5/30/24 20-Asphalt for Paving Meadowlark Ln., BC 2023-093A08/02/2024 08/02/2024 08/02/20245149 - E&B Paving, INC20-Asphalt for Paving Meadowlark Ln., BC 2023-093A08/02/2024 08/02/20245149 - E&B Paving, INC20-Asphalt for Paving Meadowlark Ln., BC 2023-093A08/02/2024 08/02/20245149 - E&B Paving, INC20-Asphalt for Paving Union St. 06/17/24BC 2023-093A08/02/2024334 - Irving Materials, INC20-Concrete for Sidewalk Projects class A BC 2024-01208/02/2024	\$15,947.37
Program 200000 - MainAccount 52330 - Street , Alley, and Sewer Material5149 - E&B Paving, INC20-Asphalt for Paving Hollywood Dr, BC 2023-093A5149 - E&B Paving, INC20-Asphalt for Paving Meadowlark Ln., BC 2023-093A5149 - E&B Paving, INC20-Asphalt for Paving Meadowlark Ln., BC 2023-093A5149 - E&B Paving, INC20-Asphalt for Paving Meadowlark Ln., BC 2023-093A5149 - E&B Paving, INC20-Asphalt for Paving Union St. 06/17/245149 - E&B Paving, INC20-Asphalt for Paving Union St. 06/17/245149 - Irving Materials, INC20-Concrete for Sidewalk Projects class A BC 2024-01208/02/2024	
Account 52330 - Street , Alley, and Sewer Material5149 - E&B Paving, INC20-Asphalt for Paving Hollywood Dr, BC 2023-093A08/02/20245149 - E&B Paving, INC20-Asphalt for Paving Meadowlark Ln., BC 2023-093A08/02/20245149 - E&B Paving, INC20-Asphalt for Paving Meadowlark Ln., BC 2023-093A08/02/20245149 - E&B Paving, INC20-Asphalt for Paving Union St. 06/17/24BC 2023-093A08/02/2024334 - Irving Materials, INC20-Concrete for Sidewalk Projects class A BC 2024-01208/02/2024	
5149 - E&B Paving, INC20-Asphalt for Paving Hollywood Dr, Staat Dr, Kerry Dr 5/30/24BC 2023-093A08/02/20245149 - E&B Paving, INC20-Asphalt for Paving Meadowlark Ln., Hollywood, Staat 5/29/24BC 2023-093A08/02/20245149 - E&B Paving, INC20-Asphalt for Paving Union St. 06/17/24BC 2023-093A08/02/2024334 - Irving Materials, INC20-Concrete for Sidewalk Projects class A BC 2024-01208/02/2024	
Staat Dr, Kerry Dr 5/30/245149 - E&B Paving, INC20-Asphalt for Paving Meadowlark Ln., Hollywood, Staat 5/29/24BC 2023-093A08/02/20245149 - E&B Paving, INC20-Asphalt for Paving Union St. 06/17/24 BC 2023-093A08/02/2024334 - Irving Materials, INC20-Concrete for Sidewalk Projects class A BC 2024-01208/02/2024	
5149 - E&B Paving, INC20-Asphalt for Paving Meadowlark Ln., Hollywood, Staat 5/29/24BC 2023-093A08/02/20245149 - E&B Paving, INC20-Asphalt for Paving Union St. 06/17/24 BC 2023-093A08/02/2024334 - Irving Materials, INC20-Concrete for Sidewalk Projects class A BC 2024-01208/02/2024	27,505.07
5149 - E&B Paving, INC20-Asphalt for Paving Union St. 06/17/24 BC 2023-093A08/02/2024334 - Irving Materials, INC20-Concrete for Sidewalk Projects class A BC 2024-01208/02/2024	22,642.13
	11,156.85
	736.00
334 - Irving Materials, INC 20-Concrete for Sidewalk Projects class A BC 2024-012 08/02/2024 stone-1005 S Graywell	736.00
334 - Irving Materials, INC 20-Concrete for Sidewalk Projects class A BC 2024-012 08/02/2024 stone-1006 S Graywell	108.70
Account 52330 - Street , Alley, and Sewer Material Totals Invoice 6 Transactions	\$62,884.75
Account 52420 - Other Supplies	
8541 - Amazon.com Sales, INC (Amazon.com Services LLC) 20-3 Logitech Crayon Digital pencils for 08/02/2024 Ipad (Cityworks)	209.85
Account 52420 - Other Supplies Totals Invoice 1 Transactions	\$209.85
Program 200000 - Main Totals Invoice 7 Transactions	\$63,094.60
Department 20 - Street Totals Invoice 7 Transactions	\$63,094.60



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Invoice 7 Transactions 08/02/24

Fund 456 - MVH Restricted Totals

\$63,094.60

Fund 600 - Cumulative Cap Imprv(CIG)(\$2379)

Department 02 - Public Works

Program 020000 - Main

Account 52330 - Street , Alley, and Sewer Material

334 - Irving Materials, INC	20-Concrete for Sidewalk Projects class A	BC 2024-012	08/02/2024	627.30
	stone-1006 S Graywell	20 202 1 012	00,02,2021	021100
365 - Rogers Group, INC	20-INDOT #11 Stone for Street Projects 07/11/24		08/02/2024	522.10
365 - Rogers Group, INC	20-#53 Stone for Street Projects 07/01/24		08/02/2024	93.90
Ac	count 52330 - Street , Alley, and Sewer Material Totals			\$1,243.30
		Transactions		
	Program 020000 - Main Totals			\$1,243.30
		Transactions		
	Department 02 - Public Works Totals	Invoice	3	\$1,243.30
		Transactions		
	Fund 600 - Cumulative Cap Imprv(CIG)(S2379) Totals	Invoice	3	\$1,243.30
		Transactions	i	
Fund 601 - Cumulative Capital Devlp(S2391)				
Department 02 - Public Works				
Program 020000 - Main				
	A sub-1			
Account 52330 - Street , Alley, and Sewer Ma	terial			
5149 - E&B Paving, INC	20-Hot mix for patching 04/09/24	BC 2023-093A	08/02/2024	502.18
ST47 - Labraving, mo	20-not mix for patching 04/07/24	DC 2023-073A	00/02/2024	502.10
5149 - E&B Paving, INC	20-Hot mix for patching 05/23/24	BC 2023-093A	08/02/2024	183.26
, , , , , , , , , , , , , , , , , , ,	, .			
5149 - E&B Paving, INC	20-Hot mix for patching 06/03/24	BC 2023-093A	08/02/2024	215.99
-				
5149 - E&B Paving, INC	20-Hot mix for patching 06/04/24	BC 2023-093A	08/02/2024	366.52
-				

CITY OF BLOOMINGTON HIGH

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20-Asphalt for Paving Eagleson & E. 5th 06/06/24	BC 2023-093A	08/02/2024	183.26
2330 - Street , Alley, and Sewer Material Totals			\$1,451.21
20-AI VIdeo Connectivity & Support Service @ 13 Signals		08/02/2024	1,625.00
ount 53990 - Other Services and Charges Totals			\$1,625.00
Program 020000 - Main Totals			\$3,076.21
Department 02 - Public Works Totals			\$3,076.21
g			
07-Moores/SE Trail (PE) 05/31/24	BC 2022-137	08/02/2024	485.00
07-Morningside DR Greenway-Retainage Release	BC 2023-106	08/02/2024	.00
07-On-Call Engineering Services, REA - thru 04/30/24	BC 2023-043	08/02/2024	12,072.00
07-Neighborhood Greenways, Eagle Ridge 05/01-05/31/24	BC 2024-025	08/02/2024	8,662.48
310 - Improvements Other Than Building Totals			\$21,219.48
Program 070000 - Main Totals	Invoice	2 4	\$21,219.48
Department 07 - Engineering Totals	Invoice	2 4	\$21,219.48
d 601 - Cumulative Capital Devlp(S2391) Totals	Invoice	e 10	\$24,295.69
	06/06/24 2330 - Street , Alley, and Sewer Material Totals 20-Al VIdeo Connectivity & Support Service @ 13 Signals count 53990 - Other Services and Charges Totals Program 020000 - Main Totals Department 02 - Public Works Totals Department 02 - Public Works Totals 07-Morningside DR Greenway-Retainage Release 07-On-Call Engineering Services, REA - thru 04/30/24 07-Neighborhood Greenways, Eagle Ridge 05/01-05/31/24 810 - Improvements Other Than Building Totals Program 070000 - Main Totals	06/06/24 2330 - Street , Alley, and Sewer Material Totals 20-Al Video Connectivity & Support Service @ 13 Signals 20-Al Video Connectivity & Support Service @ 13 Signals 20-Al Video Connectivity & Support Service @ 13 Signals Program 020000 - Main Totals Program 020000 - Main Totals Department 02 - Public Works Totals Department 02 - Public Works Totals 07-Moores/SE Trail (PE) 05/31/24 07-Morningside DR Greenway-Retainage 07-On-Call Engineering Services, REA - thru 04/30/24 07-Neighborhood Greenways, Eagle Ridge 05/01-05/31/24 8C 2023-043 thru 04/30/24 07-Neighborhood Greenways, Eagle Ridge 05/01-05/31/24 8D 2024-025 Ridge 05/01-05/31/24 BC 2024-025	2330 - Street , Alley, and Sewer Material Totals 20-Al Video Connectivity & Support Service @ 13 Signals ount 53990 - Other Services and Charges Totals Program 020000 - Main Totals Department 02 - Public Works Totals Department 02 - Public Works Totals 07-Moores/SE Trail (PE) 05/31/24 07-Morningside DR Greenway-Retainage Release 07-On-Call Engineering Services, REA - thru 04/30/24 07-Neighborhood Greenways, Eagle Ridge 05/01-05/31/24 10 - Improvements Other Than Building Totals Program 070000 - Main Totals Department 07 - Engineering Totals Department 07 - Engineering Totals

Fund 730 - Solid Waste (S6401)

Department 16 - Sanitation



Invoice Date Range 07/20/24 - 08/02/24

Program 160000 - Main

Account 53140 - Exterminator Services

51538 - Economy Termite & Pest Control, INC	16-bi-monthly pest control-7/9/24	BC 2023-070	08/02/2024	125.00
	count 53140 - Exterminator Services Totals	s Invoice Transaction		\$125.00
Account 53150 - Communications Contract				
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	16-truck radio service-July 2024		08/02/2024	572.05
Accour	nt 53150 - Communications Contract Totals	s Invoice Transaction		\$572.05
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	06-cell phone chgs 06/12-07/11/24-Inv. 287289748780X07192024		07/24/2024	41.76
13969 - AT&T Mobility II, LLC	06-cell phone chgs 06/12-07/11/24-Inv. 287297421132X07192024		07/24/2024	419.36
13969 - AT&T Mobility II, LLC	06-Unlim'td LTE Laptp/Hotspt-6/12- 7/11/24-287327321618X07192024		07/24/2024	29.24
1079 - AT&T	28-CH/off site fac-long distance chgs 07/09/2023-BAN #849494015		07/24/2024	12.37
	Account 53210 - Telephone Totals	s Invoice Transaction		\$502.73
Account 53510 - Electrical Services				
223 - Duke Energy	19-Fac Summary Elec Billing-06/04/24- 07/01/2024			22.56
	Account 53510 - Electrical Services Totals	s Invoice Transaction		\$22.56
Account 53610 - Building Repairs				
321 - Harrell Fish, INC (HFI)	16 - Replaced batteries in digital timer- 6/7/24	BC 2023-074	08/02/2024	337.33
	Account 53610 - Building Repairs Totals	s Invoice Transaction		\$337.33

Account 53920 - Laundry and Other Sanitation Services

19171 - Vestis Group, INC (FKA Aramark)16-uniform rental (minus payroll ded)- 07/03/202408/02/20246.4819171 - Vestis Group, INC (FKA Aramark)16-uniform rental (minus payroll ded)- 07/10/202408/02/20246.48Account 53920 - Laundry and Other Sanitation Services TotalsInvoice 3 TransactionsAccount 53920 - Laundry and Other Sanitation Services TotalsInvoice 3 Transactions52226 - Hoosier Transfer Station-314016-trash disposal fee-07/1-07/15/2408/02/202416,725.2852226 - Hoosier Transfer Station-314016-recycling fees-07/1-07/15/2408/02/2024900.30
19171 - Vestis Group, INC (FKA Aramark)16-uniform rental (minus payroll ded)- 07/10/202408/02/20246.48Account 53920 - Laundry and Other Sanitation Services TotalsInvoice 3 Transactions\$42.66Account 53950 - Landfill16-trash disposal fee-07/1-07/15/2408/02/202416,725.28
Account 53950 - Landfill 52226 - Hoosier Transfer Station-3140 16-trash disposal fee-07/1-07/15/24 08/02/2024 16,725.28
52226 - Hoosier Transfer Station-3140 16-trash disposal fee-07/1-07/15/24 08/02/2024 16,725.28
52226 - Hoosier Transfer Station-3140 16-recycling fees-07/1-07/15/24 08/02/2024 900.30
Account 53950 - Landfill Totals Invoice 2 \$17,625.58 Transactions
Program 160000 - Main Totals Invoice 13 \$19,227.91 Transactions
Department 16 - Sanitation Totals Invoice 13 \$19,227.91 Transactions
Fund 730 - Solid Waste (S6401) Totals Invoice 13 \$19,227.91 Transactions
Fund 800 - Risk Management(S0203)
Department 10 - Legal
Program 100000 - Main
Account 52430 - Uniforms and Tools
8613 - Crane's Leather & Shoe Shop, INC 10-Safety Shoes-S. Blake 9.5 D-5/18/24 08/02/2024 100.00
8613 - Crane's Leather & Shoe Shop, INC 10-Safety Shoes-C. Meredith 7 M- 08/02/2024 100.00 6/17/24
8613 - Crane's Leather & Shoe Shop, INC 10-Safety Shoes-A. Ridge 7M-5/25/24 08/02/2024 97.50
8613 - Crane's Leather & Shoe Shop, INC 10-Safety Shoes- Z. Rogers 10 D- 08/02/2024 100.00 5/25/24
8613 - Crane's Leather & Shoe Shop, INC 10-Safety Shoes- J. Werner 11.5 D- 08/02/2024 97.50 5/18/24





8613 - Crane's Leather & Shoe Shop, INC	10-Safety Shoes- T. Johnson 8.5 M- 6/28/24	08/02/2024	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-R. Sargent 8.5M- 7/12/24	08/02/2024	100.00
4291 - Monroe Optical, INC	10-Safety Shoes- J. Banks 8-6/18/24	08/02/2024	100.00
4291 - Monroe Optical, INC	10-Safety Shoes- T. Brown 7.5-6/18/24	08/02/2024	100.00
1448 - Shoe Carnival, INC	10-Safety Shoes - Wolford 11.5-5/28/24	08/02/2024	99.99
1448 - Shoe Carnival, INC	10- Safety Shoes - Abbott 11-5/30/24	08/02/2024	99.98
1448 - Shoe Carnival, INC	10-Safety Shoes - Albright 9.5-5/10/24	08/02/2024	89.98
1448 - Shoe Carnival, INC	10-Safety Shoes - B. Moore 12-5/15/24	08/02/2024	99.98
1448 - Shoe Carnival, INC	10-Safety Shoes - C. Phipps 11.5- 5/29/24	08/02/2024	89.99
1448 - Shoe Carnival, INC	10-Safety Shoes - C. Moore 8.5-5/15/24	08/02/2024	99.98
1448 - Shoe Carnival, INC	10- Safety Shoes - Cotter 9.5-5/9/24	08/02/2024	99.98
1448 - Shoe Carnival, INC	10-Safety Shoes - D. Carpenter 6.5-	08/02/2024	64.98
1448 - Shoe Carnival, INC	5/24/24 10-Safety Shoes - E. Gough 11-5/23/24	08/02/2024	94.98
1448 - Shoe Carnival, INC	10-Safety Shoes - Ellis 9.5-5/30/24	08/02/2024	94.98
1448 - Shoe Carnival, INC	10-Safety Shoes - Foster 11-5/30/24	08/02/2024	69.98
1448 - Shoe Carnival, INC	10-Safety Shoes - Fox 13-5/15/24	08/02/2024	100.00
1448 - Shoe Carnival, INC	10-Safety Shoes - F. Love 9.5-5/26/24	08/02/2024	99.98
1448 - Shoe Carnival, INC	10-Safety Shoes - G. Goecker 11-	08/02/2024	100.00
1448 - Shoe Carnival, INC	5/20/24 10-Safety Shoes - Grubb 8.5-5/30/24	08/02/2024	89.98
1448 - Shoe Carnival, INC	10-Safety Shoes - Harmon 8.5-5/31/24	08/02/2024	100.00



1448 - Shoe Carnival, INC	10-Safety Shoes - Headdy 7.5-5/29/24	08/02/2024	100.00
1448 - Shoe Carnival, INC	10-Safety Shoes - J. Seyer 10-5/25/24	08/02/2024	100.00
1448 - Shoe Carnival, INC	10-Safety Shoes - J. Prince 12-5/22/24	08/02/2024	100.00
1448 - Shoe Carnival, INC	10-Safety Shoes - Keene 8.5-5/16/24	08/02/2024	89.98
1448 - Shoe Carnival, INC	10-Safety Shoes - Lasher 9-5/13/24	08/02/2024	99.99
1448 - Shoe Carnival, INC	10-Safety Shoes - L. Ritchel 11-5/21/24	08/02/2024	64.98
1448 - Shoe Carnival, INC	10-Safety Shoes - L. Carlson 12-5/23/24	08/02/2024	99.99
1448 - Shoe Carnival, INC	10-Safety Shoes - Malicoat 12-5/24/24	08/02/2024	94.98
1448 - Shoe Carnival, INC	10-Safety Shoes - M. Dowd 14-5/23/24	08/02/2024	100.00
1448 - Shoe Carnival, INC	10-Safety Shoes - Martin 10-5/18/24	08/02/2024	89.98
1448 - Shoe Carnival, INC	10-Safety Shoes - McIntire 9.5-5/16/24	08/02/2024	99.98
1448 - Shoe Carnival, INC	10-Safety Shoes - Richey 12-5/13/24	08/02/2024	94.98
1448 - Shoe Carnival, INC	10-Safety Shoes - Rodriguez 6-5/6/24	08/02/2024	99.98
1448 - Shoe Carnival, INC	10-Safety Shoes - Schneck 10.5-5/27/24	08/02/2024	94.98
1448 - Shoe Carnival, INC	10-Safety Shoes - Shearer 8-5/15/24	08/02/2024	99.98
1448 - Shoe Carnival, INC	10-Safety Shoes - Sowders 11-5/18/24	08/02/2024	99.99
1448 - Shoe Carnival, INC	10-Safety Shoes - Sturrock 12-5/30/24	08/02/2024	100.00
1448 - Shoe Carnival, INC	10-Safety Shoes - Vickery 11-5/15/24	08/02/2024	100.00
1448 - Shoe Carnival, INC	10-Safety Shoes - Z. Mayfield 8-5/22/24	08/02/2024	59.98
453 - ULINE, INC	10-Equipment for Encampment Clean Ups	08/02/2024	1,954.18



Invoice Date Range 07/20/24 -

08/02/24

	Account 52430 - Uniforms and Tools Totals	Invoice 45 Transactions	\$6,133.71
	Program 100000 - Main Totals	Invoice 45 Transactions	\$6,133.71
	Department 10 - Legal Totals	Invoice 45 Transactions	\$6,133.71
	Fund 800 - Risk Management(S0203) Totals	Invoice 45 Transactions	\$6,133.71
Fund 801 - Health Insurance Trust		Transactions	
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990.1201 - Other Services and Charges He	ealth Insurance		
9375 - WEX Health INC (Chard, Snyder & Associates)	12-July 2024 Wellness Reimbursements	07/22/2024	2,267.00
Account 53990.1201 - Other	Services and Charges Health Insurance Totals	Invoice 1 Transactions	\$2,267.00
	Program 120000 - Main Totals	Invoice 1 Transactions	\$2,267.00
	Department 12 - Human Resources Totals	Invoice 1 Transactions	\$2,267.00
	Fund 801 - Health Insurance Trust Totals	Invoice 1 Transactions	\$2,267.00
Fund 802 - Fleet Maintenance(S9500)			
Department 17 - Fleet Maintenance			
Program 170000 - Main			
Account 52230 - Garage and Motor Supplies			
50605 - Bauer Built, INC	17 - tires for stock - 7/10/24	08/02/2024	1,711.92
50605 - Bauer Built, INC	17 -assortment of tires refurbished	08/02/2024	3,416.06
50605 - Bauer Built, INC			



			00/02/24
4693 - Monroe County Tire & Supply, INC	17 - F'stone Bias tube TR13 for 668	08/02/2024	30.00
4693 - Monroe County Tire & Supply, INC	17 - F'stone firehawk tire for 1701	08/02/2024	106.30
4693 - Monroe County Tire & Supply, INC	17 - (2) F'Stone all season tires for 245	08/02/2024	249.46
4693 - Monroe County Tire & Supply, INC	17 - (2) F'stone transforce tires for 845	08/02/2024	302.02
	Account 52230 - Garage and Motor Supplies Totals	Invoice 7 Transactions	\$12,425.43
Account 52240 - Fuel and Oil			
7854 - Premier AG CO-OP, INC (Premier Energy)	17-fuel-B20 PDX4 Clear on Road (7,339 gallons)-7/12/24	BC 2023-105B 08/02/2024	23,299.86
	Account 52240 - Fuel and Oil Totals	Invoice 1 Transactions	\$23,299.86
Account 52320 - Motor Vehicle Repair			
1107 - Best Equipment Company, INC	17 - #508 gutter brooms (2)	08/02/2024	651.00
244 - Bloomington Ford, INC	17 - Gasket for 638	08/02/2024	18.62
244 - Bloomington Ford, INC	17 - Clamp for 638	08/02/2024	27.50
244 - Bloomington Ford, INC	17 - Crown Vic Oil fill cap for C115	08/02/2024	6.64
244 - Bloomington Ford, INC	17 - Socket assembly for 531	08/02/2024	12.50
244 - Bloomington Ford, INC	17 - Wheel bolt & nut for 461	08/02/2024	15.43
244 - Bloomington Ford, INC	17 - Door handle assembly for 246	08/02/2024	49.02
244 - Bloomington Ford, INC	17 - Fuel door for D160	08/02/2024	53.85
244 - Bloomington Ford, INC	17 -windshield/turn signal switch for 511	08/02/2024	60.41
244 - Bloomington Ford, INC	17 - windshield/turn signal switch for	08/02/2024	60.41
244 - Bloomington Ford, INC	inventory 17 - #679 oil filter change service	08/02/2024	34.09



			00/02/24
244 - Bloomington Ford, INC	17 - selector shaft assembly for 126	08/02/2024	163.75
244 - Bloomington Ford, INC	17 - link, turbine sensor, 2-V-belt for parks minibus (848)	08/02/2024	185.28
244 - Bloomington Ford, INC	17 - #612 parts and labor for tire issues	08/02/2024	26.25
244 - Bloomington Ford, INC	17 - power steering pump assembly & power steering pump for 243	08/02/2024	250.00
244 - Bloomington Ford, INC	17 - Shock absorber assemblies for 874	08/02/2024	352.10
244 - Bloomington Ford, INC	17 - Reservoir Assembly for stock	08/02/2024	358.75
244 - Bloomington Ford, INC	17 - #327 parts and labor for diagnostic work	08/02/2024	26.25
244 - Bloomington Ford, INC	17 - Drive shaft Assembly, bolts, screws and washer for 259	08/02/2024	599.55
244 - Bloomington Ford, INC	17 - door lock module for 511	08/02/2024	640.91
244 - Bloomington Ford, INC	17 - socket assembly for 318	08/02/2024	693.50
244 - Bloomington Ford, INC	17 - #690 parts and labor to repair AC	08/02/2024	2,225.14
244 - Bloomington Ford, INC	17 - TPMS Sensor kit for 244	08/02/2024	62.72
244 - Bloomington Ford, INC	17 - credit for core charges-Inv #5083866	08/02/2024	(70.00)
244 - Bloomington Ford, INC	17-credit-returned Shock absorber assemblies-Inv #5083935	08/02/2024	(183.00)
594 - Curry Auto Center, INC	17 - SL-N-Hose for 764	08/02/2024	40.70
594 - Curry Auto Center, INC	17 - SL-N-Sensor for 764	08/02/2024	282.32
4387 - Force America Distributing, LLC	17 - #4861 parts for salt spreader and PTO & freight charges	08/02/2024	10,776.84
455 - Industrial Service & Supply, INC	17 - (2) Male connector Flare fitting &(2) JIC to Male BSPP 90 D	08/02/2024	70.12
455 - Industrial Service & Supply, INC	17 - Stainless Steel hose, crimp charge, Ferrule, female JIC	08/02/2024	171.13
796 - Interstate Battery System of Bloomington, INC	17 - (2) MTP-48/H6 batteries for 922	08/02/2024	244.72



796 - Interstate Battery System of Bloomington, INC	17 - batteries -31 MHD, MT-34	08/02/2024	555.00
908 - JB Salvage (Westside Auto Parts)	17 - #579 steel for repair-7/9/24	08/02/2024	25.00
4439 - JX Enterprises, INC	17 - Hub assembly for 956	08/02/2024	466.99
4439 - JX Enterprises, INC	17 - Clutch -Fan k32 Steel for 956	08/02/2024	499.99
2974 - MacAllister Machinery Co, INC	17 - Fuel filter and kit seal for 606	08/02/2024	41.06
2974 - MacAllister Machinery Co, INC	17 - Filters for 606	08/02/2024	73.37
2974 - MacAllister Machinery Co, INC	17 - AS-F Element & HYD Element for	08/02/2024	113.44
2974 - MacAllister Machinery Co, INC	606 17 - Pad for 4591	08/02/2024	445.65
2974 - MacAllister Machinery Co, INC	17 - 95 pads	08/02/2024	8,467.35
53385 - O'Reilly Automotive Stores, INC	17 - Brushes & 3 pc wire brush for 638	08/02/2024	12.98
53385 - O'Reilly Automotive Stores, INC	17 - (2) Valve cleaner for 638	08/02/2024	25.98
53385 - O'Reilly Automotive Stores, INC	17 - (2) Valve cleaner for 638	08/02/2024	25.98
53385 - O'Reilly Automotive Stores, INC	17 - (2) hoses for 297	08/02/2024	104.09
53385 - O'Reilly Automotive Stores, INC	17 - O2 sensor, Belt tensner & Micro-V	08/02/2024	114.09
53385 - O'Reilly Automotive Stores, INC	Belt for P133 MS 17 - Intercooler Tube for 631	08/02/2024	177.14
16069 - Palmer Trucks, INC	17 - seal for 678	08/02/2024	22.34
16069 - Palmer Trucks, INC	17 - Spacer for #773	08/02/2024	30.30
16069 - Palmer Trucks, INC	17 - Seal & gasket for #678	08/02/2024	45.75
54351 - Sternberg, INC	17 - Quick released valve for 956	08/02/2024	42.13
54351 - Sternberg, INC	17 - Sensor for 425	08/02/2024	183.91



			00/02/21
54351 - Sternberg, INC	17 - Brake drums & shoe kit for 963	08/02/2024	577.94
54351 - Sternberg, INC	17 - Dos Fluid Supply Module for 438	08/02/2024	600.16
54351 - Sternberg, INC	17 - Air dryer assembly for inventory	08/02/2024	662.38
54351 - Sternberg, INC	17 - Exhaust kit and sensor for 425	08/02/2024	1,347.30
54351 - Sternberg, INC	17 - credit for core returned	08/02/2024	(250.00)
582 - Town & Country Chrysler Dodge Jeep, INC	17 - Coolant Recovery Bottle for 1224	08/02/2024	135.15
7555 - VoMac Truck Sales & Service INC	17 - Heater fan for 962	08/02/2024	297.72
2096 - West Side Tractor Sales CO.	17 - Filter element F7 & Filter Element V12T for 467	08/02/2024	127.83
2096 - West Side Tractor Sales CO.	17 - Bolt & washer for 783	08/02/2024	129.00
2096 - West Side Tractor Sales CO.	17 - Filter element F&, Filter element C8, oil filter A4 & Seal	08/02/2024	145.86
2096 - West Side Tractor Sales CO.	17 - Belt tensioner & V-Belt for 864	08/02/2024	265.53
2096 - West Side Tractor Sales CO.	17 - Fan drive bearing for 864	08/02/2024	276.22
2096 - West Side Tractor Sales CO.	17 - Rearview Mirror & Lamp for 607	08/02/2024	343.71
2096 - West Side Tractor Sales CO.	17 - Cutting Edge, bolt, washer, 5/8 Nut	08/02/2024	362.52
2096 - West Side Tractor Sales CO.	for 625 17 - #624 parts and labor to repair AC- 6/5/24	08/02/2024	117.87
2096 - West Side Tractor Sales CO.	17 - #730 parts and labor for repairs- 5/3/24	08/02/2024	733.83
2096 - West Side Tractor Sales CO.	17 - universal drive, washer, lock nuts, oil pan gasket for 625	08/02/2024	5,909.59
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - TPMS sensor kit for 402	08/02/2024	60.46
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - Valve Assembly & CV Axle for P138	08/02/2024	202.32
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - TPMS Sensor kit for 665	08/02/2024	241.84



Invoice Date Range 07/20/24 -

08/02/24

	Account 52320 - Motor Vehicle Repair Totals	Invoice 71 Transactions	\$41,666.27
Account 52420 - Other Supplies			
8658 - Kleindorfer's Hardware LLC	17 - (6) grommet for fleet	08/02/2024	8.34
8658 - Kleindorfer's Hardware LLC	17 - 45 degree brass, brass, beam clamps, rubber washers	08/02/2024	47.44
8658 - Kleindorfer's Hardware LLC	17 - pads, ss hose clamp, 90degree bar for fleet	08/02/2024	56.56
8181 - Lawson Products, INC	17 - misc parts and shop supplies - 6/24/2024	08/02/2024	1,171.29
337 - Stansifer Radio Co, INC	17 - Comp-33 Dantona battery for shop	08/02/2024	3.96
	Account 52420 - Other Supplies Totals	Invoice 5 Transactions	\$1,287.59
Account 53140 - Exterminator Services			
51538 - Economy Termite & Pest Control, INC	17-monthly pest control-7/16/24	BC 2023-070 08/02/2024	95.00
	Account 53140 - Exterminator Services Totals	Invoice 1 Transactions	\$95.00
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 06/12-07/11/24-Inv. 287289748780X07192024	07/24/2024	43.18
13969 - AT&T Mobility II, LLC	06-Unlim'td LTE Laptp/Hotspt-6/12- 7/11/24-287327321618X07192024	07/24/2024	29.24
1079 - AT&T	28-CH/off site fac-long distance chgs 07/09/2023-BAN #849494015	07/24/2024	5.42
	Account 53210 - Telephone Totals	Invoice 3 Transactions	\$77.84
Account 53240 - Freight / Other			
4387 - Force America Distributing, LLC	17 - #4861 parts for salt spreader and PTO & freight charges	08/02/2024	174.21
	Account 53240 - Freight / Other Totals	Invoice 1 Transactions	\$174.21

Account 53510 - Electrical Services



223 - Duke Energy	19-Fac Summary Elec Billing-06/04/24- 07/01/2024		24.55
	Account 53510 - Electrical Services Totals	Invoice 1 Transactions	\$24.55
Account 53620 - Motor Repairs			
244 - Bloomington Ford, INC	17 - #679 oil filter change service	08/02/2024	28.00
244 - Bloomington Ford, INC	17 - #612 parts and labor for tire issues	08/02/2024	175.00
244 - Bloomington Ford, INC	17 - #327 parts and labor for diagnostic work	08/02/2024	350.00
244 - Bloomington Ford, INC	17 - #690 parts and labor to repair AC	08/02/2024	2,660.00
474 - Ken's Westside Service & Towing, LLC	17 - Tow Unit #127-7/2/24	08/02/2024	120.00
474 - Ken's Westside Service & Towing, LLC	17 - Tow bill for M2 trash truck lug nuts missing on rear tire.	08/02/2024	341.28
474 - Ken's Westside Service & Towing, LLC	17 - Tow for Unit #30 from city garage to fleet, would not start	08/02/2024	362.50
4351 - Sternberg, INC	17 - #956 diagnostic services	08/02/2024	338.00
82 - Town & Country Chrysler Dodge Jeep, INC	17 - #1206 Diagnostic work-perform 16 point vehicle inspection	08/02/2024	94.67
096 - West Side Tractor Sales CO.	17 - #624 diagnostic work-6/10/24	08/02/2024	629.70
096 - West Side Tractor Sales CO.	17 - #624 parts and labor to repair AC- 6/5/24	08/02/2024	749.47
096 - West Side Tractor Sales CO.	17 - #730 parts and labor for repairs- 5/3/24	08/02/2024	2,076.80
	Account 53620 - Motor Repairs Totals	Invoice 12 Transactions	\$7,925.42
ccount 53640 - Hardware and Software Maintenand	ce		
286 - Peacetree, INC (PEI Maintenance)	17 - service agreement for fuel master for Adams & Henderson ST	08/02/2024	2,790.00
3954 - Ron Turley Associates, INC	17 - Annnual agreement for RTA software-9/1/24-8/31/25	08/02/2024	12,180.00
Account 53640	- Hardware and Software Maintenance Totals	Invoice 2 Transactions	\$14,970.00



Invoice Date Range 07/20/24 - 08/02/24

Account 53920 - Laundry and Other Sanitation Services

19171 - Vestis Group, INC (FKA Aramark)	17 - City portion Of uniform rentals - 7/03/2024	08/02/2024	26.87
19171 - Vestis Group, INC (FKA Aramark)	17 - City portion Of uniform rentals - 7/10/2024	08/02/2024	26.87
19171 - Vestis Group, INC (FKA Aramark)	17 - mat rentals and shop towels- 7/10/2024	08/02/2024	93.35
19171 - Vestis Group, INC (FKA Aramark)	17 - mat rentals and shop towels- 7/3/2024	08/02/2024	93.35
Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 4	\$240.44
		Transactions	*****
	Program 170000 - Main Totals	Invoice 108	\$102,186.61
	Department 17 Fleet Maintenance Tatala	Transactions Invoice 108	\$102,186.61
	Department 17 - Fleet Maintenance Totals	Transactions	\$102,186.61
	Fund 802 - Fleet Maintenance(S9500) Totals	Invoice 108	\$102,186.61
	Tund 002 - Theet Maintenance(37300) Totals	Transactions	\$102,100.01
Fund 804 - Insurance Voluntary Trust			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990.1271 - Other Services and Charges	Section 125 - URM- City		
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/22/2024	91.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	07/22/2024	75.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	07/23/2024	7.01
17785 - The Howard E. Nyhart Company, INC	12-City URM		180.96
17785 - The Howard E. Nyhart Company, INC	12-City URM		285.00
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals Invoice 5		Invoice 5 Transactions	\$638.97
Account E2000 1201 Other Services and Charge	Section 125 LIDM LIN	11 011306110115	

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

			00/02/24
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/22/2024	101.00
17785 - The Howard E. Nyhart Company, INC	12-Util URM	07/22/2024	165.90
Account 53990.1281 - Other S	ervices and Charges Section 125 - URM- Util Totals	Invoice 2	\$266.90
	Program 120000 - Main Totals	Transactions Invoice 7 Transactions	\$905.87
	Department 12 - Human Resources Totals	Invoice 7 Transactions	\$905.87
	Fund 804 - Insurance Voluntary Trust Totals	Invoice 7 Transactions	\$905.87
Fund 978 - City 2016 GO Bond Proceeds		TT diffactions	
Department 06 - Controller's Office			
Program 06016G - 2016 G Sanitation Carts			
Account 54510 - Other Capital Outlays			
5697 - Cascade Engineering, INC	16-trash can lids (100)	08/02/2024	1,325.00
	Account 54510 - Other Capital Outlays Totals	Invoice 1 Transactions	\$1,325.00
	Program 06016G - 2016 G Sanitation Carts Totals	Invoice 1 Transactions	\$1,325.00
	Department 06 - Controller's Office Totals	Invoice 1	\$1,325.00
	Fund 978 - City 2016 GO Bond Proceeds Totals	Transactions Invoice 1	\$1,325.00
Fund 986 - GO Bonds 2022		Transactions	
Department 06 - Controller's Office			
Program 060000 - Main			
Account 54510 - Other Capital Outlays			
16 - Butler, Fairman & Seufert, INC	07-High Street Multiuse Path and Intersections 05/01/24-05/31/24	3C 2024-041 08/02/2024	30,572.00





Invoice Date Range 07/20/24 -

08/02/24

			00/02/24
	Account 54510 - Other Capital Outlays Totals	Invoice 1 Transactions	\$30,572.00
	Program 060000 - Main Totals	Invoice 1 Transactions	\$30,572.00
	Department 06 - Controller's Office Totals	Invoice 1 Transactions	\$30,572.00
	Fund 986 - GO Bonds 2022 Totals	Invoice 1 Transactions	\$30,572.00
Fund 987 - Econ Dev LIT Bonds of 2022		Tansactions	
Department 06 - Controller's Office			
Program 08FIR1 - Fire Station 1			
Account 54510 - Other Capital Outlays			
3903 - Electric Plus, INC	08-FS#1 Construction Project-Pay App #6	BC 2023-081 08/02/2024	90,872.16
10745 - Fox Construction Company, INC		BC 2023-078 08/02/2024	112,283.18
	Account 54510 - Other Capital Outlays Totals	Invoice 2 Transactions	\$203,155.34
	Program 08FIR1 - Fire Station 1 Totals	Invoice 2 Transactions	\$203,155.34
Program 08FIR3 - Fire Station 3		Transactions	
Account 54510 - Other Capital Outlays			
6985 - Martin Riley, INC	08-Construction Documents-Station 3 Add'n & Renovation-6/30/24	BC 2023-022 08/02/2024	63,440.00
5900 - VET Environmental Engineering, LLC	08-Fire Station 3 Asbestos testing -5/8- 5/20/24	08/02/2024	1,765.45
	Account 54510 - Other Capital Outlays Totals	Invoice 2 Transactions	\$65,205.45
	Program 08FIR3 - Fire Station 3 Totals	Invoice 2 Transactions	\$65,205.45
Program 08FIRA - Fire Shower's West			

Program **O8FIRA - Fire Shower's West**

Account 54510 - Other Capital Outlays



Invoice Date Range 07/20/24 -

08/02/24

00 Lighting and in at fature DED admin	00/02/2024	205.00
us-Lighting repair at future BFD admin ste at Showers West-4/23	08/02/2024	285.00
8-add new recep in kitchen at new BFD admin ste @Showers West	08/02/2024	1,400.71
08-Locks-offices in BFD future office- Showers West	08/02/2024	363.70
Account 54510 - Other Capital Outlays Totals	Invoice 3	\$2,049.41
	Transactions	
Program 08FIRA - Fire Shower's West Totals	Invoice 3	\$2,049.41
-	Transactions	
Department 06 - Controller's Office Totals	Invoice 7	\$270,410.20
	Transactions	
Fund 987 - Econ Dev LIT Bonds of 2022 Totals	Invoice 7	\$270,410.20
	Transactions	
Grand Totals	Invoice 486	\$2,568,961.66
	Transactions	
	8-add new recep in kitchen at new BFD admin ste @Showers West 08-Locks-offices in BFD future office- Showers West Account 54510 - Other Capital Outlays Totals Program 08FIRA - Fire Shower's West Totals Department 06 - Controller's Office Totals Fund 987 - Econ Dev LIT Bonds of 2022 Totals	ste at Showers West-4/23 8-add new recep in kitchen at new BFD 08/02/2024 admin ste @Showers West 08-Locks-offices in BFD future office- Showers West Account 54510 - Other Capital Outlays Totals Invoice 3 Transactions Program 08FIRA - Fire Shower's West Totals Invoice 3 Transactions Department 06 - Controller's Office Totals Invoice 7 Transactions Fund 987 - Econ Dev LIT Bonds of 2022 Totals Invoice 7 Transactions Grand Totals Invoice 486

9300 - Huston Electric Holding CORP (Cassady Electric)

9300 - Huston Electric Holding CORP (Cassady Electric

293 - J&S Locksmith Shop, INC