

# **Board of Public Works Meeting**

## **October 8, 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](http://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](mailto: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.

**Meeting Minutes**  
**BOARD OF PUBLIC WORKS**  
**September 24, 2024**

The Board of Public Works meeting was held Tuesday, September 24, 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 virtually through Zoom with Kyla Cox Deckard presiding.

**Present:** Kyla Cox Deckard – In Person  
Elizabeth Karon – In Person  
James Roach – In Person

**City Staff:** Adam Wason – Public Works  
Miranda Beaver – Public Works  
Aleksandrina Pratt – Legal  
Jeremy Inman – Engineering  
Jeffrey Jackson – Economic & Sustainable Development

**I. MESSAGES FROM BOARD MEMBERS**

**II. PETITIONS AND REMONSTRANCES**

**III. CONSENT AGENDA**

**IV. Approval of Minutes: August 27, 2024**

**V. Approval of Minutes: September 10, 2024**

**VI. Request to Waive ROW2024-08-0999 Permit Fees for the Park Ridge East Neighborhood Association**

**VII. Resolution 2024-060; Renewal of Mobile Vendor Big D's BBQ**

**VIII. Resolution 2024-066; New Mobile Vendor The Crepe Outdoors**

**IX. Approval of Payroll**

There were no Board comments or public comments on the consent agenda. Karon made a motion to approve the Consent Agenda. Roach seconded. Cox Deckard took a roll call vote, all in favor, motion passed.

**X. NEW BUSINESS**

**1. Resolution 2024-065; Shared Micro-Mobility Directives for Bird and Lime**

Jeffrey Jackson, Transportation Demand Manager, presented the resolution for Shared Micro-Mobility Directives and a service agreement with Bird for approval. After receiving the renewal packets from Lime and Bird, the Economic & Sustainable Development Department have decided to renew the Bird service agreement. The agreement that Bird presented was in accordance with the updates to the Shared Micro-Mobility Directives resolution.

There were two public comments on this proposed resolution. Bloomington resident Deborah Meyerson sent in an email to express her concern at the non-renewal of Lime's service agreement. Meyerson liked that there was more than one option for Micro-Mobility. Bloomington resident Charles Livingston expressed his concern at the renewal of the Shared Micro-Mobility resolution. He feels that these modes of transportation are often left in the accessible sections of sidewalk. He presented a collection of pictures that he had taken over an approximate three month period. He is opposed to the resolution that allows for the use of Shared Micro-Mobility modes of transportation.

Kyla Cox Deckard asked Adam Wason if Bird's agreement met with the resolution's guidelines. Wason expressed that Bird's agreement did and also let the Board know that Bird has paid on all fines received up to August 2024. Cox Deckard asked if we are seeing more compliance with the enforcement of fines. Wason replied that due to the citations being issued, there has been an increase in compliance.

Karon made a motion to approve the Resolution for Shared Micro-Mobility Directives. Roach seconded. Cox Deckard took a roll call, all in favor, motion passed.



## **2. Approval of Change Orders #1 and #2 for the Downtown Street Maintenance Project**

Jeremy Inman, Engineering, presented Change Orders #1 and #2 for approval from Milestone Contracting. Change order 1 is for a downspout that was located after removing the sidewalk panels on the SE corner of 8<sup>th</sup> and College. The downspout will be rerouted to a sanitary structure on 8<sup>th</sup> street. Change order 2 is for College Avenue in front of the Monroe County Justice Building between 7<sup>th</sup> and 8<sup>th</sup> streets. When crews conducted the soil testing for the full-depth pavement replacement, it was found the soil was not suitable to maintain the strength needed for College Avenue. The contract price was \$1,997,075.00. Change order 1 amounted to \$1,037.40. Change order two amounted to \$36,549.47. This will bring the new contract amount to \$2,034,661.87. There were no comments from the public or the Board. Karon motioned to approve Change Orders 1 and 2 for the Downtown Street Maintenance Project. Roach Seconded. Cox Deckard took a roll call, all in favor, motion passed.

## **3. Contract with Bounds Flooring for Replacement of Flooring at Animal Care and Control**

Adam Wason, Director of Public Works, presented a Contract with Bounds Flooring for the replacement of flooring at Animal Care and Control. Bounds Flooring submitted a contract for \$25,594.00 to replace this flooring. Karon made a motion to approve the Contract with Bounds Flooring for Replacement of Flooring at Animal Care and Control. Roach seconded. Cox Deckard took a roll call, all in favor, motion passed.

## **XI. STAFF REPORTS & OTHER BUSINESS**

Adam Wason, Director of Public Works, gave a staff report on the Sidewalk Improvement Plan for 2024. This plan includes repairs/replacement in the following locations, as budget allows:

1. Trip Hazard Removal at St. James Woods, West Pointe, Peppergrass and Sherwood Oaks Neighborhoods(\$195,000.00)
2. ADA Installation ahead of scheduled 2024 Paving at South Hampton, Gentry, 5<sup>th</sup> Street, Stonegate, Spicewood II, Hyde Park, McCartney Lane, Sussex Drive, Atwater Avenue, Countryside Lane, 2<sup>nd</sup> & Ballantine, 17<sup>th</sup> & Jackson, Sherwood Oaks, Spicewood Lane, Pine Meadow & Pinehurst, Market Place, Maybury Mall, W. 6<sup>th</sup> Street, Willows Court, Kennedy Drive, Valleyview Drive, Briarcliff Drive, E. 13<sup>th</sup> Street, Blair Avenue, W. 12<sup>th</sup> Street, W. 13<sup>th</sup> Street, Union Street (\$65,000)
3. Sidewalk repair or replacement and ADA ramps at John Hinkle Place, St James Woods, 3348 S. Rolling Drive, S. Ballantine Road, 604 Dodds Street, 4007 E. Bennington Blvd, 3005-3009 S. Olcott Blvd, Coriander Court, 1115 E. Wylie Street, 3009 S. Ramsey Dive (\$200,000)
4. The City offers residents funding assistance in the amount of fifty percent (50%) of the costs for sidewalk repairs completed through the Sidewalk Repair Program.

In addition to the Sidewalk Improvement Plan, Adam Wason, Director of Public Works spoke about the upcoming fall. With the leaves falling, there will once again be leaf pickup. Leaf bag distribution will begin in October. During the month of November, there will be free leaf pick up using the bags distributed. Wason wanted to remind the residents of the City of Bloomington that there will be no leaf vacuuming, leaves must be in the provided approved bags.

## **XII. APPROVAL OF CLAIMS**

Cox Deckard asked if there were any questions from the Board on the claims presented. With no questions, Cox Deckard asked if the public had any questions. No questions were raised. A motion to approve the claims in the amount of \$1,388,400.71 dollars was made by Karon. Roach seconded this motion. Cox Deckard took a roll call, all members in favor, motion passed.

## **XIII. ADJOURNMENT**

Cox Deckard called for adjournment at 5:55 pm.

Accepted By:

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Kyla Cox Deckard, President

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Elizabeth Karon, Vice President

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James Roach, Secretary

Date: \_\_\_\_\_ Attest to: \_\_\_\_\_



# CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

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<b>Project/Event:</b>	Mobile Vendor in Right of Way
<b>PW Resolution No:</b>	2024-064
<b>Petitioner/Representative:</b>	Karen Julien, Owner of Caribbean Tings LLC
<b>Staff Representative:</b>	Susan Coates
<b>Meeting Date:</b>	10/08/2024

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**Caribbean Tings LLC**, by its owner, Karen Julien, has applied for a Mobile Vendor License to operate a food truck/trailer. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will be selling food via a mobile kitchen, food truck or trailer.

This application is for 1 year.

Staff is supportive of the request.

**RESOLUTION 2024-064**  
**CITY OF BLOOMINGTON**  
**BOARD OF PUBLIC WORKS**  
**Mobile Vendor in Public Right of Way**  
**Caribbean Tings LLC**

WHEREAS, the Board of Public Works is empowered by Indiana Code § 36-9-6-2 to supervise the streets, alleys, sewers, public grounds, and other property of the City of Bloomington (“City”);

WHEREAS, Caribbean Tings LLC (“Vendor”), is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

WHEREAS, the issuance of a Mobile Vendor License under Bloomington Municipal Code 4.28 requires Vendor to submit documentation to the City—set forth at Bloomington Municipal Code 4.28.050—including an independent safety inspection, an open burn permit issued by the City of Bloomington Fire Department, and all applicable permits required by the Monroe County Health Department;

WHEREAS, Vendor has agreed to the Standards of Conduct set forth in Bloomington Municipal Code 4.28.160 and signed the Release, Hold-Harmless, and Indemnification Agreement as required by Bloomington Municipal Code 4.28.090;

WHEREAS, Vendor desires to be able to use “City property” as defined in Bloomington Municipal Code 4.28.010, which includes public on-street parking, on a temporary and transient basis for the purpose of selling food via a mobile kitchen, food truck or trailer; and

WHEREAS, under the Bloomington Municipal Code, approval to use public on-street parking and sidewalks is provided by the Board of Public Works via resolution;

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen, food truck or trailer for 1 year beginning 10/10/2024, and ending on 10/10/2025.

2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.28 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above. Operating a mobile vendor without a business license is a violation of Bloomington Municipal Code 4.28.180(a)(1), and would subject Vendor to a fine of \$2,500 for the first offense.

3. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.28 of the Bloomington Municipal Code—attach to this approval:

- a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
- b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor’s operation on City property.
- c. Vendor may locate his business in a public parking space within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.

- d. Vendor shall remove his business from a public parking space within a reasonable time, no more than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
- e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.28 (Mobile Vendors), and (2) all City parking regulations, restrictions, and ordinances.
- f. Vendor is prohibited from operating within a one block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:
  - 1) City of Bloomington Farmers' Market;
  - 2) City of Bloomington Holiday Market;
  - 3) The Taste of Bloomington;
  - 4) Lotus World Music and Arts Festival;
  - 5) The Fourth Street Festival;
  - 6) Arts Fair on the Square;
  - 7) Strawberry Festival;
  - 8) Canopy of Lights;
  - 9) Fourth of July Parade; and
  - 10) Any other special events approved by the City Controller.

**ADOPTED THIS THE 8th DAY OF OCTOBER, 2024.**

**BOARD OF PUBLIC WORKS:**

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Elizabeth Karon, Vice President

\_\_\_\_\_  
James Roach, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2024-064 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

\_\_\_\_\_  
Karen Julien

Date: \_\_\_\_\_

**RESOLUTION 2024-064**

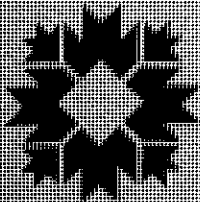


# CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

## Business License Cover Sheet

Business Name	Caribbean Tings LLC
License Type	Mobile Vendor License
Contact	Karen Julien
Phone	812-227-9768 or 812-558-4322
Email	ms.karenjulien@gmail.com
BPW Resolution No (if applicable)	2024-064
Issue Date of License	10/10/2024
Expiration Date of License	10/10/2025
Scanned?	<input checked="" type="checkbox"/>
Renewal Date for License	10/10/2025
Department Head	Jane Kupersmith
Record Destruction Date	10/10/2028
ESD Tracking No	N/A
Document Physical Filing Location	2-drawer file cabinet at ESD Admin's desk
Document Digital Filing Location	I:\common\Economic Development\BUSINESS\Business Licensing\Licenses\Mobile Vendor License\Businesses



CITY OF BLOOMINGTON

## MOBILE VENDOR LICENSE APPLICATION

City of Bloomington  
Department of Economic and Sustainable Development  
401 N. Morton St. Suite 150  
Bloomington, Indiana 47404

812-349-3418

### 1. License Length and Fee Application

Length of

License: 1 Year - \$350

### 2. Applicant Information

Name:	Karen Julien
Title/Position:	Owner
Date of Birth:	09/02/89
Address:	100 N. Curry Pike TELER 69
City, State, Zip:	Bloomington, IN 47404
E-Mail Address:	ms.KarenJulien@gmail.com
Phone Number:	812 227-9768
Mobile Phone:	812 558-4322

### 3. Indiana Contact Information (For non-residents only)

If applicant is not a resident of Indiana, they must designate a resident to serve as a contact.

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



#### 4. Company Information

Name of Employer:	Caribbean Trgs		
Address of Employer:			
City, State, Zip:	Bloomington IN, 47404		
Employment Start Date:		End Date (if known):	
Phone Number:	812-558-4322		
Website / Email:	ms. Karen Jolien@gmail.com		
Company is a:	<input checked="" type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership
		<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Other:

#### 5. Company Officer Information

Provide the names and addresses of all principal officers, partners, business owners or other persons with controlling interests in the company.

Name	Address
Kraig Lucas	900 N Cory/ Pike TRLR 69

#### 6. Company Incorporation Information (For Corporations and LLCs Only)

Date of Incorporation or organization:	3/21/03
State of Incorporation or organization:	Indiana
Office (Indiana) Date established to provide business in State of Indiana:	



7. Description of product or service to be sold and any equipment to be used

Hot bar, Microwave, refrigerator, deep freezer, & waffle maker. Foods such as, rice, meats, coke products... etc

Planned hours of operation:

12pm - 6pm

Place or places where you will conduct business (if private property, attach written permission from property owner)

Send site plan showing the location of the proposed mobile food service unit and the properties' drives, parking access areas, fire lanes, sidewalks and accessible routes.

Please Attach

Have you had a similar license, other than the City of Birmingham, or a different municipality, revoked?

Yes ☐

No ☒

City of Birmingham

Caribbean Things.  
2024-064.

**8. You are required to secure, attach, and submit the following:**

<input checked="" type="checkbox"/>	A copy of the registration for the vehicle
<input checked="" type="checkbox"/>	Copy of a valid driver's license
<input checked="" type="checkbox"/>	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
<input checked="" type="checkbox"/>	Proof of an independent safety inspection of all vehicles to be used in the business
<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: • Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate • Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
<input checked="" type="checkbox"/>	A copy of the business's registration with the Indiana Secretary of State.
<input checked="" type="checkbox"/>	A copy of the Employer Identification Number (EIN)
<input checked="" type="checkbox"/>	A signed copy of the Prohibited Location Agreement
<input checked="" type="checkbox"/>	A signed copy of the Standards of Conduct Agreement
<input checked="" type="checkbox"/>	Fire inspection (if required)
<input checked="" type="checkbox"/>	Picture of truck or trailer
<input checked="" type="checkbox"/>	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

**For City Of Bloomington Use Only**

Date Received:	Received By:	Date Approved:	Approved By:
Received in ESD	SLAATS	10/1/24	SL.
SEP 05 2024			

9/5 - waiting on inspection <sup>recd 10/1/24</sup> & PMT.  
- Sent email to Karen re: BPW Data & Invoice. - Also requested an updated photo of Trailer. <sup>recd 10/1/24</sup>  
9/25/24 recd email indicating she is in process of getting truck inspected.  
10/1/24 - Confirmed on 10/8 BPW agenda  
GOOD TO GO!



**CITY OF BLOOMINGTON**  
**MOBILE VENDOR INSPECTION CHECK SHEET**

COMPANY PERFORMING INSPECTION Meineke Car Care Center  
INSPECTOR'S NAME Tyler Stonier INSPECTOR'S PHONE # 812-318-1825  
DATE OF INSPECTION 10/1/24  
NAME OF VENDOR Karen Julien  
VEHICLE YEAR 1966 MAKE RV MODEL 18CR  
VIN 06376129041

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	✓	<del>✓</del>	Marker lights do not work
FLASHERS	✓		
REFLECTORS	✓		
HORN	✓		No Horn (Camper)
WINDSHIELD WIPERS	✓		No wipers on (Camper)
MIRRORS	✓		
SEATBELTS	✓		No Seat Belts (Camper)
BUMPER HEIGHT	✓		
ALL WINDOWS			
MUFFLER	✓		No Muffler (Camper)
TIRES	✓		
BRAKES	✓		
DOORS	✓		
GENERAL CONDITION OF VEHICLE	✓		

Attach this completed Inspection Sheet with your permit or renewal application  
and remit to:

City of Bloomington  
Department of Economic and Sustainable Development  
401 N. Morton St.  
Bloomington, Indiana 47404  
812-349-3419



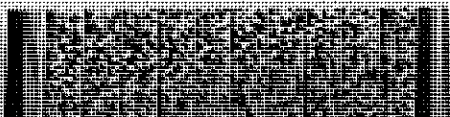


Date Form 1888 (REV 17)  
Approved by State Board of  
Accounts 2017

# INDIANA CERTIFICATE OF VEHICLE REGISTRATION



CLASS 1	AGE 00	REG. DATE 06/14/24	PERMIT 07/02/21	COUNTY BETHESDA	IF R	PL. TP 3024	PLATE R264M	PL. TP 00	WEIGHT 21	LS H	TRK H	POWER PL. R264M
TAXPAYER NAME 067125		MUNICIPALITY Ellettsville		VEHICLE YEAR 2004	MAKE LAW	MODEL SEC	OTHER IDENTIFICATION NUMBER 151051		TYPE RV	COLOR WHI		
SALES TAX	EX. TAX	SALES TAX	EX. TAX	SALES TAX	EX. TAX	SALES TAX	EX. TAX	SALES TAX	EX. TAX	SALES TAX	EX. TAX	SALES TAX
36.00	0.00	36.00	0.00	36.00	0.00	36.00	0.00	36.00	0.00	36.00	0.00	36.00
REGISTRATION FEE BY NEW FORMAT INCH DIGIT												



Legal Address  
1111 N FOREST VIEW DR N  
ELLETTSVILLE IN 47404-1052

KAREN JULIA  
1111 N FOREST VIEW DR N  
ELLETTSVILLE IN 47404-1052



## INSTRUCTIONS FOR APPLYING PLATE DECALS

1. Verify plate number and decal match.
2. Do not attempt to apply decal if temperature is below 40 degrees Fahrenheit.
3. Clean and dry plate before affixing new decal.
4. Remove decal by peeling corner of card under decal along dotted line.

5. Peel off decal from back of card.
6. Peel off decal from back of card.
7. Peel off decal from back of card.
8. Peel off decal from back of card.



# STATE OF INDIANA

Gov. J. Michaelson, Governor

Joe B. Hargis, Commissioner  
Bureau of Motor Vehicles  
150 North Senate Avenue  
Indianapolis, Indiana 46204

## Certification of Driver's Record

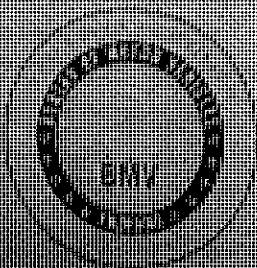
For: **MARSH, JAMES**  
DOB: **04/11/1934**  
STATUS: **Valid License**  
NUMBER OF DOCUMENTS: **1**

I, Joe B. Hargis, Commissioner of the Bureau of Motor Vehicles, do hereby certify that the above named individual is a resident of the State of Indiana and is a holder of a valid driver's license as shown on the attached record. I further certify that the above named individual is not a holder of a suspended or revoked driver's license as shown on the attached record.

Witness my hand and official seal at Indianapolis, Indiana, this 1st day of August, 1974.

*Joe B. Hargis*

Joe B. Hargis, Commissioner of Motor Vehicles



Driver number: 41643-0323 KAREN JULIEN

Current License - Standard License (DL)  
No Conversion from DL

**Driving Address**

ID	Effective Date	Good Address	City	State	ZIP Code
1	01/01/00	111 N FOREST VIEW DR N	ELETTENHILL	IN	47425-1042
1	01/01/00	111 N FOREST VIEW DR N	ELETTENHILL	IN	47425-1042

**Legal Address**

ID	Effective Date	Good Address	City	State	ZIP Code
1	01/01/00	111 N FOREST VIEW DR N	ELETTENHILL	IN	47425-1042
1	01/01/00	111 N FOREST VIEW DR N	ELETTENHILL	IN	47425-1042

**Criminal Record**

None Criminal Record Date: 01/01/00, Expiration Date: 12/31/00, Reason: Duplicating DL, No Record, Criminal Record

None Civil 01/01/00, Expiration Date: 01/01/00, Reason: No Record, No Record, Criminal Record

None Criminal Record Date: 01/01/00, Expiration Date: 12/31/00, Reason: Duplicating DL, No Record, Criminal Record

None Civil 01/01/00, Expiration Date: 01/01/00, Reason: No Record, No Record, Criminal Record

None Criminal Record Date: 01/01/00, Expiration Date: 12/31/00, Reason: Duplicating DL, No Record, Criminal Record

None Civil 01/01/00, Expiration Date: 01/01/00, Reason: No Record, No Record, Criminal Record

**Notes**

No Record from DL

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\* End of Test Report \*

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# CITY OF BLOOMINGTON

## MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Delectable Car Care Center  
 INSPECTOR'S NAME Tyler Stewart INSPECTOR'S PHONE # 812-318-1825  
 DATE OF INSPECTION 10/1/24  
 NAME OF VENDOR Ramon Delgado  
 VEHICLE YEAR 1996 MAKE Ford MODEL Probe  
 VIN 06376129091

	YES	NO	COMMENTS
LIGHTS (Front & Rear)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Marker lights do not work
FLASHERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
REFLECTORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
HORN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No Horn (Compul)
WINDSHIELD WIPERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No wipers (Compul)
MIRRORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
SEATBELTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No Seat B. (Compul)
BUMPER HEIGHT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
ALL WINDOWS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
MUFFLER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No P-m (H/W (Compul)
TIRES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WHEELS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DOORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
GENERAL CONDITION OF VEHICLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Attach this completed Inspection Sheet with your permit or renewal application  
 and return to:  
 City of Bloomington  
 Department of Economic and Sustainable Development  
 401 N. Market St.  
 Bloomington, Indiana 47404  
 812-349-3411





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/03/2024

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

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

<b>PRODUCER:</b> Kc James Collins Mylo, LLC  kc.collins@choosemylo.com		<b>CONTACT NAME:</b>  <b>PHONE</b> (A/C, No, Ext): 855-566-1011 <b>FAX</b> (A/C, No, Ext): <b>E-MAIL</b> ADDRESS: Support@coterieinsurance.com	
<b>INSURED:</b> Julien & Julien LLC DBA Caribbean Tings 2361 W Rappel Ave Bloomington, IN 47404-1738		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Spinnaker Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 24376	

## COVERAGES

## CERTIFICATE NUMBER

## REVISION NUMBER

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

INSR LTD	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC Other: _____	X	X	CSG-00190961-00	09/03/2024	09/03/2025
						EACH OCCURRENCE \$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000
						MED EXP (Any one person) \$5,000
					PERSONAL & ADV INJURY \$1,000,000	
					GENERAL AGGREGATE \$2,000,000	
					PRODUCTS - COMP/OP AGG \$2,000,000	
	<b>AUTOMOBILE LIABILITY:</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident)
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTIONS \$</b> _____					EACH OCCURRENCE \$
						AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDER? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
		X				

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

2361 W Rappel Ave

Bloomington, IN 47404-1738

Certificate holder is named as an additional insured, coverage is primary & non-contributory and a waiver of subrogation applies as per written contract with the first named insured.

## CERTIFICATE HOLDER

## CANCELLATION

PROOF OF COVERAGE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  David McFarland



Kerry Thomson  
Mayor  
CITY OF BLOOMINGTON  
301 S. Main St. Suite 110  
P.O. Box 110  
Bloomington, Indiana 47402

DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT  
P. 812.349.3419  
F. 812.349.3420

### RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

The undersigned, in consideration for the issuance of a license by the City of Bloomington Controller, agrees to the following:

1. The undersigned, in exchange for the issuance of a license by the City of Bloomington Controller, agrees to release, hold harmless, and forever indemnify the City of Bloomington and any and all City employees, officers, and agents from any claim or claims which may arise out of any incident connected with or in any way related to further issuance of a license by the City of Bloomington or further operation of a business which was licensed by the City of Bloomington. This includes claims for personal injury, death, property damage, and/or any other type of harm or injury.
2. The undersigned shall, and hereby does, indemnify, defend, and hold harmless the City of Bloomington and any and all City employees, officers, and agents from and against any and all actions, costs, claims, suits, losses, expenses or damages, including but not limited to attorneys' fees and court costs, arising out of the undersigned's operation of a business which has been licensed by the City of Bloomington.
3. The undersigned understands this release binds him/herself, his/her spouse, and all heirs, executors, partners, co-owners and administrators of those individuals.

The undersigned acknowledges that he/she has read this release and understands all of its terms. The undersigned signs this release voluntarily and with full knowledge of its significance.

Karen Tolson  
Name Printed

Karen Tolson  
Signature

9/4/24  
Date Release Signed


State of Indiana  
Office of the Secretary of State  
Certificate of Amendment  
of  
**WAFFLE STATION LLC**

I, DIEGO MORALES, Secretary of State, hereby certify that Articles of Amendment of the above Domestic Limited Liability Company have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Code.

The name following said transaction will be:

**JULIEN & JULIEN LLC**

NOW, THEREFORE, with this document I certify that said transaction will become effective Saturday, May 25, 2024.



SEAL OF THE STATE OF INDIANA  
1816

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, May 28, 2024

*Diego Morales*

DIEGO MORALES  
SECRETARY OF STATE

202303211675177 / 10348256

To ensure the certificate's validity, go to <https://bsd.sos.in.gov/PublicBusinessSearch>




State of Indiana  
Office of the Secretary of State  
Certificate of Assumed Business Name  
of  
**WAFFLE STATION LLC**

I, DIEGO MORALES, Secretary of State, hereby certify that a Certificate of Assumed Business Name of the above Domestic Limited Liability Company has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Code.

Following said transaction, the above named entity will transact business under the assumed business name(s) of:

CARIBBEAN TINGS

NOW, THEREFORE, with this document I certify that said transaction will become effective Saturday, May 25, 2024.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, May 28, 2024.

*Diego Morales*  
DIEGO MORALES  
SECRETARY OF STATE

202303211675177 / 10348254

To ensure the certificate's validity, go to <https://bsd.sos.in.gov/PublicBusinessSearch>



**BUSINESS INFORMATION**  
DIEGO MORALES  
INDIANA SECRETARY OF STATE  
09/05/2024 12:17 PM

#### Business Details

Business Name: **JULIEN & JULIEN LLC**  
Entity Type: **Domestic Limited Liability Company**  
Creation Date: **03/21/2023**  
Principal Office Address: **1111 N Forest View Dr N, Ellettsville, IN, 47429, USA**  
Jurisdiction of Formation: **Indiana**  
Business ID: **202303211675177**  
Business Status: **Active**  
Inactive Date:  
Expiration Date: **Perpetual**  
Business Entity Report Due Date: **03/31/2025**  
Years Due:

#### Governing Person Information

Title	Name	Address
CEO	Karen Julien	1111 N Forestview View Dr N, Ellettsville, IN, 47429, USA

#### Registered Agent Information

Type: **Individual**  
Name: **Karen Julien**  
Address: **1111 N Forest View Dr N, Ellettsville, IN, 47429, USA**



Date of this notice: 03-21-2023

Employer Identification Number:  
92-3042765

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

WAFFLE STATION LLC  
KAREN JULIEN SOLE MBR  
1111 N FOREST VIEW DR N  
ELLETTSVILLE, IN 47429

*They will be using this  
TAX id number*

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-3042765. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 940	01/31/2024
Form 944	01/31/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

**IMPORTANT INFORMATION FOR S CORPORATION ELECTION:**

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit [www.irs.gov/mefbusproviders](http://www.irs.gov/mefbusproviders) for a list of companies that offer IRS e-file for business products and services.

**IMPORTANT REMINDERS:**

- \* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.
- \* Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is WAFF. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at [www.irs.gov/forms-pubs](http://www.irs.gov/forms-pubs) or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

03-21-2023 WAFF B 9999999999 SS-4

CP 575 A (Rev. 7-2007)

CP 575 A

999999999999

DATE OF THIS NOTICE: 03-21-2023  
EMPLOYER IDENTIFICATION NUMBER: 92-3042765  
FORM: SS-4 NOBOD

WAFFLE STATION LLC  
KAREN JULIEN SOLE MBR  
1111 N FOREST VIEW DR N  
ELLETTSVILLE, IN 47429

Kerry Thomson  
Mayor  
CITY OF BLOOMINGTON  
100 N. 3rd St., 2nd Floor, 47403  
Bloomington, Indiana 47403

DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT  
201 N. 3rd St., 2nd Floor, 47403  
Bloomington, Indiana 47403

### Prohibited Location Agreement

Bloomington Municipal Code Section 4-28-140 prohibits Mobile Vendor Units from operating in certain locations. This Agreement provides for all of the prohibited locations. Two maps are also attached to this Agreement. All signatories to this Agreement are required to review not only this Agreement, but also the attached maps prior to signing this Agreement.

As a licensed Mobile Vendor Unit, I understand and agree that I cannot and will not operate my mobile vendor unit in a manner that would violate any of the below-listed location restrictions:

- No mobile food vendor unit shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works.
- No mobile food vendor unit shall operate within fifty feet of any facade of a ground level establishment that also sells food or beverages, or operate within fifty feet of the perimeter of such an establishment's outdoor seating area, regardless of whether or not the mobile food vendor unit is currently conducting business. The distance restriction only applies from one hour before the opening time to an hour after the closing time posted by a ground level establishment on the facade of its building.
- No mobile food vendor unit shall locate on a sidewalk.
- Mobile food vendor units shall be located a reasonable distance from all posted bus stops, crosswalks, driveways, alleyways, right-of-way lines of two or more adjoining streets and building entrances or walk-up windows.
- Mobile food vendor units shall only be located on private property if the private property owner has provided both the business operator and the City written permission for the mobile food vendor unit to locate on said property.
- No mobile food vendor unit shall locate within a one block radius of a Special Event unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works.
- No mobile food vendor unit shall park on City property in violation of any City parking regulation, restriction, or ordinance. For example, if parking at one, or multiple parking meters, the operator of the mobile food vendor unit shall feed all relevant parking meters with the required monetary amount.
- No mobile food vendor unit shall be located in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public.
- No mobile food vendor unit shall be located within fifteen feet of any fire hydrant.



- No mobile food vendor shall locate within any zoning district except the following: Commercial General, Commercial Arterial, Commercial Development, Industrial General, Business Park, and Institutional.
- No mobile food vendor operating on private property shall displace required parking or landscaping nor block any driveway, parking access routes, fire lanes, sidewalks, or wheelchair routes required for the private parking by the City's zoning code.
- No mobile food vendor unit shall be located more than one foot away from the curb of the street on which it is parked.
- No mobile food vendor unit shall park near an intersection and in a manner that blocks the line-of-sight of drivers using adjacent roadways.

I, the undersigned, understand that if I locate my mobile vendor unit in any of the above-described prohibited locations or manner that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as is described in Chapter 4.28 of the Birmingham Municipal Code.

Vendor:

\_\_\_\_\_  
 Name: Karen Julian

\_\_\_\_\_  
 Signature: Karen Julian

\_\_\_\_\_  
 Date:

noise is being emitted on a sound level meter operated on the "A" weighting network (scale).

- c. No person other than the operator shall be within twenty-five (25) feet of the sound level meter during the sample period.
- d. Sound measurements shall be conducted at that time of day or night when the relevant noise source is emitting sound.
- e. The sound level measurement shall be determined as follows:
  - Calibrate the sound level meter within one (1) hour before use.
  - Set the sound level meter on the "A" weighted network at slow response.
  - Set the omnidirectional microphone in an approximately seventy degree position in a location which complies with subsections (1) and (2) herein. The operator of the sound level meter shall face the noise source and record the meter's instantaneous response.
  - Recalibrate the sound level meter after use.
- f. It shall be unlawful for any person to interfere, through the use of sound or otherwise, with the taking of sound level measurement.

I, the undersigned, understand that if I conduct business in violation of any the above described standards of conduct that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Chapter 4.23 of the Bloomington Municipal Code.

Vendor:

Name:

Karen Julien

Signature:

Karen Julien

Date:

9/4/24

STANDARDS of Conduct  
Signature only



## Bloomington Fire Department

PO Box 100  
Bloomington IN 47402  
812-332-9763

Mayor Kerry Thomson  
Roger Kerr

Interim Fire Chief

### Temporary Food Vendor

#### Fire Permit

**Permit Number**  
BFD-2024-0000102

**Effective Date Range**  
-

**Business Name**  
Caribbean Tings

**Billing Address**  
900 N CURRY PIKE 69, BLOOMINGTON , IN,  
47404

This permit is to certify that the named establishment has met the minimum standards of the Indiana Fire Code at the time of inspection. This is a **Fire Permit only** and does not indicate approval from any other agency or authority. Inspection and approval from the **State Health Department** is required and the final permit will be issued by the **City of Bloomington Economic and Sustainable Department**.

#### Permit Contact

Karen Julien  
Business Owner  
812-558-4322  
Ms.karenjulien@gmail.com

### Permit Signatures

#### Inspector Permit Signature

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Jeff Yutmeyer  
Deputy Fire Marshal  
812-360-3507  
Jeff.yutmeyer@bloomington.in.gov







# Mobile Food Establishment License

## Monroe County Health Department

This is to certify that:

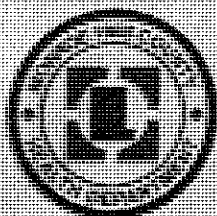
Caribbean Tings

Karen Julien

2361 W Rappel Ave

Bloomington, IN 47404

Having complied with the rules and regulations of the Monroe County Health Department as authorized by the Indiana Administrative Code and the Board of Commissioners of Monroe County, Indiana, is hereby authorized to operate a Food Service Establishment at the above location for the calendar year.



Issued

8/8/2024

By

*[Signature]*  
Monroe County Health Officer

2024

NON-NEGOTIABLE AND NOT TRANSFERABLE

PERMIT EXPIRES FEBRUARY 28, 2025



# CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

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<b>Project/Event:</b>	Mobile Vendor in Right of Way
<b>PW Resolution No:</b>	2024-067
<b>Petitioner/Representative:</b>	Warren Stohler, Owner of Travelin' Tom's Coffee of Bloomington
<b>Staff Representative:</b>	Susan Coates
<b>Meeting Date:</b>	10/08/2024

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**Travelin' Tom's Coffee of Bloomington**, by its owner, Warren Stohler, has applied for a Mobile Vendor License to operate a food truck/trailer. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will be selling hot and cold beverages via a mobile kitchen, food truck or trailer.

This application is for 1 year.

Staff is supportive of the request.

**RESOLUTION 2024-067**  
**CITY OF BLOOMINGTON**  
**BOARD OF PUBLIC WORKS**  
**Mobile Vendor in Public Right of Way**  
**Travelin' Tom's Coffee of Bloomington**

WHEREAS, the Board of Public Works is empowered by Indiana Code § 36-9-6-2 to supervise the streets, alleys, sewers, public grounds, and other property of the City of Bloomington (“City”);

WHEREAS, Travelin' Tom's Coffee of Bloomington (“Vendor”), is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

WHEREAS, the issuance of a Mobile Vendor License under Bloomington Municipal Code 4.28 requires Vendor to submit documentation to the City—set forth at Bloomington Municipal Code 4.28.050—including an independent safety inspection, an open burn permit issued by the City of Bloomington Fire Department, and all applicable permits required by the Monroe County Health Department;

WHEREAS, Vendor has agreed to the Standards of Conduct set forth in Bloomington Municipal Code 4.28.160 and signed the Release, Hold-Harmless, and Indemnification Agreement as required by Bloomington Municipal Code 4.28.090;

WHEREAS, Vendor desires to be able to use “City property” as defined in Bloomington Municipal Code 4.28.010, which includes public on-street parking, on a temporary and transient basis for the purpose of selling hot and cold beverages via a mobile kitchen, food truck or trailer; and

WHEREAS, under the Bloomington Municipal Code, approval to use public on-street parking and sidewalks is provided by the Board of Public Works via resolution;

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling hot and cold beverages via a mobile kitchen, food truck or trailer for 1 year beginning 10/10/2024, and ending on 10/10/2025.

2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.28 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above. Operating a mobile vendor without a business license is a violation of Bloomington Municipal Code 4.28.180(a)(1), and would subject Vendor to a fine of \$2,500 for the first offense.

3. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.28 of the Bloomington Municipal Code—attach to this approval:

- a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
- b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor’s operation on City property.
- c. Vendor may locate his business in a public parking space within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.

- d. Vendor shall remove his business from a public parking space within a reasonable time, no more than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
- e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.28 (Mobile Vendors), and (2) all City parking regulations, restrictions, and ordinances.
- f. Vendor is prohibited from operating within a one block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:
  - 1) City of Bloomington Farmers' Market;
  - 2) City of Bloomington Holiday Market;
  - 3) The Taste of Bloomington;
  - 4) Lotus World Music and Arts Festival;
  - 5) The Fourth Street Festival;
  - 6) Arts Fair on the Square;
  - 7) Strawberry Festival;
  - 8) Canopy of Lights;
  - 9) Fourth of July Parade; and
  - 10) Any other special events approved by the City Controller.

**ADOPTED THIS THE 8th DAY OF OCTOBER, 2024.**

**BOARD OF PUBLIC WORKS:**

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Elizabeth Karon, Vice President

\_\_\_\_\_  
James Roach, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2024-067 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

\_\_\_\_\_  
Warren Stohler

Date: \_\_\_\_\_

**RESOLUTION 2024-067**





# CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

## Business License Cover Sheet

Business Name	Travelin' Tom's Coffee of Bloomington
License Type	Mobile Vendor License
Contact	Warren Stohler
Phone	765-610-5934
Email	wstohler@kona-ice.com
BPW Resolution No (if applicable)	2024-067
Issue Date of License	10/10/2024
Expiration Date of License	10/10/2025
Scanned?	<input checked="" type="checkbox"/>
Renewal Date for License	10/10/2025
Department Head	Jane Kupersmith
Record Destruction Date	10/10/2028
ESD Tracking No	N/A
Document Physical Filing Location	2-drawer file cabinet at ESD Admin's desk
Document Digital Filing Location	I:\common\Economic Development\BUSINESS\Business Licensing\Licenses\Mobile Vendor License\Businesses

Res-2024-067

Travelin' Tom's Coffee.



CITY OF BLOOMINGTON

## MOBILE VENDOR LICENSE APPLICATION

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

### 1. License Length and Fee Application

Length of  
License: 1 Year - \$350

pd 9/24/24.  
#350.  
AK#0  
New Acc.

### 2. Applicant Information

Name:	WARREN STOTLER		
Title/Position:	OWNER / OPERATOR		
Date of Birth:	10/02/1953		
Address:	4610 Hackm Creek Rd		
City, State, Zip:	MARTINSVILLE, IN 46151		
E-Mail Address:	WSTOTLER@KONA-ICE.COM		
Phone Number:	317-363-7810	Mobile Phone:	765-610-5934

### 3. Indiana Contact Information (For non-residents only)

If applicant is not a resident of Indiana, they must designate a resident to serve as a contact.			
Name:	NA		
Address:	NA		
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

**4. Company Information****TRAVELIN' TOM'S COFFEE OF BLOOMINGTON**

Name of Employer:	KONA-ICE OF BLOOMINGTON		
Address of Employer:	4610 Hackm Creek Rd		
City, State, Zip:	MARTINSVILLE IN 46151		
Employment Start Date:	June 2016	End Date (If known):	TO DATE
Phone Number:	317-363-7810		
Website / Email:	KONA-ICE.COM		
Company is a:	<input checked="" type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other:

**5. Company Officer Information**

Provide the names and addresses of all principal officers, partners, trustees, owners or other persons with controlling interests in the company.

Name	Address
WARREN STOHLE	4610 Hackm Creek Rd 46151
DEBBIE STOHLE	4610 Hackm Creek Rd 46151

**6. Company Incorporation Information (For Corporations and LLCs Only)**

Date of incorporation or organization:	June 2016
State of incorporation or organization:	INDIANA
(If Not Indiana) Date qualified to transact business in state of Indiana:	



7. Description of product or service to be sold and any equipment to be used

Planned hours of operation:	Sun up to Sun down ANY SCHEDULED EVENT	
Place or places where you will conduct business (If private property, attach written permission from property owner):		
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach	
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
(If Yes) Provide details		

Res-2024-067

**8. You are required to secure, attach, and submit the following:**

<input checked="" type="checkbox"/>	A copy of the Indiana registration for the vehicle
<input checked="" type="checkbox"/>	Copy of a valid driver's license
<input checked="" type="checkbox"/>	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
<input checked="" type="checkbox"/>	Proof of an independent safety inspection of all vehicles to be used in the business (form included with app)
<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: <ul style="list-style-type: none"> <li>• Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate</li> <li>• Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate</li> </ul>
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business (included with application)
<input checked="" type="checkbox"/>	A copy of the business's registration with the Indiana Secretary of State.
<input checked="" type="checkbox"/>	A copy of the Employer ID number
<input checked="" type="checkbox"/>	A signed copy of the Prohibited Location Agreement (included with application)
<input checked="" type="checkbox"/>	A signed copy of the Standards of Conduct Agreement (included with application)
<input checked="" type="checkbox"/>	Fire inspection (if required)
<input checked="" type="checkbox"/>	Picture of truck or trailer
<input checked="" type="checkbox"/>	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler License.

**For City Of Bloomington Use Only**

Date Received: 9/24/24	Received By: [Signature]	Date Approved: 9/30/24	Approved By: [Signature]
------------------------	--------------------------	------------------------	--------------------------

9/24/24 - waiting on Reg. of Vehicle.  
 9/30/24 - rec'd Reg of Vehicle.





Form 2000-0000-0000  
Approved by State Registrar  
Effective 01/01/2000

# INDIANA CERTIFICATE OF VEHICLE REGISTRATION

PLATE	REG. TYPE	REG. DATE	COUNTY	ID	PLAT	PLATE	PL. TP	WEIGHT	PR YR	IS	TYPE	PRIOR YR PL
984E529	SP	09/10/2024	55 - MORGAN	N	25	984E529	SP	11		N		
REGISTRATION DATE	REGISTRATION BY	VEHICLE YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER			TYPE	COLOR			
09/10/2024	NONE OF THE ABOVE	2024	CHE	EXP	1GB0GRF73R1183653			VA	LBL/			
CURRENT YEAR TAX	EX. CREDIT	LOW CREDIT	NET EX TAX	CO. WHEEL EX TAX	MUN. WHEEL EX TAX	STATE REG FEE	ADMIN FEE	TOTAL				
350.00	0.00	0.00	350.00	25.00	0.00	45.35	0.00	420.35				
PREVIOUS YEAR TAX	EX. CREDIT	LOW CREDIT	NET EX TAX	CO. WHEEL EX TAX	MUN. WHEEL EX TAX	STATE REG FEE	ADMIN FEE	TOTAL				
145.84	0.00	0.00	145.84	10.42	0.00	0.00	0.00	156.26				
REGISTRATION LICENSE TYPE												
IN GOD WE TRUST NEW FORMAT HIGH DIGIT TRUCK 11,000												

STOHLER FOOD TRUCK MANAGEMENT  
4610 HACKER CREEK RD  
MARTINSVILLE, IN 46151-9433

C  
LG

## IMPORTANT REGISTRATION INFORMATION

The registrant acknowledges that the information provided on the front of this form is correct. The registrant understands that proof of financial responsibility (insurance) for this vehicle will be continuously maintained during the registration period. Additional taxes and/or fees may be due if an error or an adjustment to the amount due is made.

CUSTOMER COPY

## Background Verification Report

REQUESTED: 8/14/2024

PRINTED: 8/26/2024 12:01:25 PM

COMPLETED: 8/14/2024

## APPLICANT INFORMATION

PROVIDED TO: Kona Ice of Bloomington

REQUESTED BY: Warren Stohler

ATTENTION: Kona Ice of Bloomington

PROVIDED BY: AUDI LLC

SUBJECT: STOHLER, WARREN E

SS #: XXX-XX-6423

ADDRESS: 4610 HACKER CREEK RD

DOB: 10/02/1953

MARTINSVILLE, IN 46151

## RESULTS DETAILS

## DRIVING HISTORY

Driver's License #: 8914850785

State Issued: IN

Reported Driver's License #: 8914850785

## INDIANA DRIVER RECORD REPORT

REPORT SEARCH DATE -&gt; 08/14/2024

## LICENSE NAME/ADDRESS

## DRIVER DESCRIPTION

STOHLER, WARREN EDWARD

DOB/SS# | GENDER/RACE | HT/WT | EYES/H

4610 HACKER CREEK RD

===== | ===== | ===== | ===== | =====

MARTINSVILLE, IN 46151-9433

10/02/53 | M | 511 | BLUE |

| | 195 | GRAY |

## LICENSE NUMBER

## ORIG. ISSUED

## ISSUED

## EXPIRES

## CLASS

## STATUS

8914850785

11/01/2019

10/02/2026

OPERATOR

VALID (DUPL

POINTS: 0

LIC TYP: PERSONAL

STATUS: VALID (DUPLICATE LICENSE)

RESTRICTIONS: CORRECTIVE LENSES

ENDORSEMENTS: FOR HIRE - NON-CMV ONLY

## \*\*\* MISCELLANEOUS AND STATE SPECIFIC INFORMATION \*\*\*

\*\* REINSTATEMENT FEE: \$0.00

\*\* NO INSURANCE FEE: \$0.00

EXPIRATION DATES IN THIS DOCUMENT MAY HAVE BEEN EXTENDED PURSUANT TO EXECUTIVE  
\*\* OR LEGISLATIVE ACTION OF THE ISSUING JURISDICTION RELATED TO COVID-19.  
\*\* PLEASE CONSULT WITH THE JURISDICTION FOR FURTHER DETAILS.  
\*\* MAILING 4610 HACKER CREEK RD MARTINSVILLE IN 46151-9433  
\*\* MAILING 4610 HACKER CREEK RD MARTINSVILLE IN 46151-9433  
\*\* MAILING 6280 S 625 W PENDLETON IN 46064-8972  
\*\* MAILING 6280 S 625 W PENDLETON IN 46064-8972  
\*\* MAILING 6280 S 625 W PENDLETON IN 46064-8972  
\*\* MAILING 15 S CREEDMOOR WAY ANDERSON IN 46011-9019  
\*\* MAILING 15 S CREEDMOOR WAY ANDERSON IN 46011-9019  
\*\* MAILING 1777 RACCOON WAY PENDLETON IN 46064-8605

NO REPORTABLE INCIDENTS FOUND

\*\*\* DRIVING RECORD HISTORY \*\*\*

Type	Viol/Susp	Post/Expir	Description	Pts
OTHE	10/03/2019	10/02/2026	PERSONAL Sub Type.....: HISTORICAL LICENSE EN.....: FOR HIRE - NON-CMV ONLY RS.....: CORRECTIVE LENSES Class.....: OPERATOR Record Status.....: VALID (RENEW LICENSE)	
OTHE	08/14/2013	10/02/2019	PERSONAL Sub Type.....: HISTORICAL LICENSE RS.....: CORRECTIVE LENSES Class.....: CHAUFFEUR Record Status.....: EXPIRED (RENEW LICENSE)	
OTHE	10/03/2012	10/02/2016	PERSONAL Sub Type.....: HISTORICAL LICENSE RS.....: CORRECTIVE LENSES Class.....: OPERATOR (4 YEAR) NONPROB Record Status.....: EXPIRED (RENEW CDL LICENSE)	
OTHE	11/27/2010	10/02/2012	COMMERCIAL Sub Type.....: HISTORICAL LICENSE EN.....: PASSENGER TRANSPORT, DOUBLE/TRI RS.....: CORRECTIVE LENSES Class.....: B - VEH GCWR=>26,001 LBS W/TOWE Record Status.....: PENDING (AMEND CDL LICENSE)	
OTHE	10/01/2008	10/02/2012	COMMERCIAL Sub Type.....: HISTORICAL LICENSE EN.....: PASSENGER TRANSPORT, DOUBLE/TRI RS.....: CORRECTIVE LENSES Class.....: B - VEH GCWR=>26,001 LBS W/TOWE Record Status.....: EXPIRED (RENEW CDL LICENSE)	

OTHE 11/21/2006 10/02/2008 COMMERCIAL



Sub Type.....: HISTORICAL LICENSE  
EN.....: PASSENGER TRANSPORT, DOUBLE/TRI  
Class.....: B - VEH GCWR=>26,001 LBS W/TOWE  
Record Status.....: EXPIRED (AMEND CDL LICENSE)

OTHE 03/02/2004 10/02/2008 COMMERCIAL

Sub Type.....: HISTORICAL LICENSE  
EN.....: PASSENGER TRANSPORT, DOUBLE/TRI  
RS.....: CORRECTIVE LENSES  
Class.....: B - VEH GCWR=>26,001 LBS W/TOWE  
Record Status.....: EXPIRED (RENEW LICENSE)

PERM 02/18/2004 08/31/2004 COMMERCIAL PERMIT

Permit Class.....: A - PERMIT FOR COMB VEH GCWR=>2  
Permit Status.....: EXPIRED (AMEND CDL LICENSE)  
Permit Restrictions.: CORRECTIVE LENSES  
Permit Endorsements.: PASSENGER TRANSPORT, DOUBLE/TRI

OTHE 02/16/2004 10/02/2004 PERSONAL

Sub Type.....: HISTORICAL LICENSE  
Class.....: OPERATOR  
Record Status.....: EXPIRED (DUPLICATE LICENSE)

PERM 02/14/2004 08/31/2004 COMMERCIAL PERMIT

Permit Class.....: B - PERMIT FOR VEH GCWR=>26,001  
Permit Status.....: EXPIRED (RENEW CDL PERMIT)  
Permit Restrictions.: CORRECTIVE LENSES  
Permit Endorsements.: PASSENGER TRANSPORT

OTHE 10/12/2000 10/02/2004 PERSONAL

Sub Type.....: HISTORICAL LICENSE  
Class.....: OPERATOR  
Record Status.....: EXPIRED (RENEW LICENSE)

OTHE 12/02/1996 10/31/2000 PERSONAL

Sub Type.....: HISTORICAL LICENSE  
RS.....: CORRECTIVE LENSES  
Class.....: OPERATOR  
Record Status.....: EXPIRED (RENEW LICENSE)

\*\*\* END OF RECORD \*\*\*

08/14/24 07:07:04 AM

#### DISCLAIMER

Users should consult State and Federal laws before using this information in making decisions on hiring or firing of employees. By requesting any search, you certify that you assume full responsibility for compliance with the legal restrictions, terms of use, and applicable laws. You also agree to use all information provided to you that does not violate the Gramm-Leach-Bliley Act (GLBA), Fair Credit Reporting Act, 15 U.S.C. sec. 1681 et seq., (FCRA), Federal Trade Commission interpretations of the Fair Credit Reporting Act, and similar state statutes.

## Permissible Use / Summary of Your Rights Under the Fair Credit Report

### Permissible Use

Users should consult State and Federal laws before using this information in making decisions on hiring or firing of employees. By requesting any search, you certify that you assume full responsibility for compliance with the legal restrictions, terms of use, and applicable laws. You also agree to use all information provided to you that does not violate the Gramm-Leach-Bliley Act (GLBA), Fair Credit Reporting Act, 15 U.S.C. sec. 1681 et seq., (FCRA), Federal Trade Commission interpretations of the Fair Credit Reporting Act, and similar state statutes.

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Para información en español, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escriba a la  
Consumer Financial Protection Bureau, 1700 G Street NW, Washington, DC 20552.

### A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA. For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street NW, Washington, DC 20552.

- You must be told if information in your file has been used against you. Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment - or to take another adverse action against you - must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- You have the right to know what is in your file. You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - o a person has taken adverse action against you because of information in your



- o you are the victim of identity theft and place a fraud alert in your file;
- o your file contains inaccurate information as a result of fraud;
- o you are on public assistance;
- o you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon

request from each nationwide credit bureau and from nationwide specialty consumer

reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information.

- You have the right to ask for a credit score. Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.

- You have the right to dispute incomplete or inaccurate information. If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.

- Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information. Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

- Consumer reporting agencies may not report outdated negative information. In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

- Access to your file is limited. A consumer reporting agency may provide information about you only to people with a valid need - usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

- You must give your consent for reports to be provided to employers. A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

- You may limit "prescreened" offers of credit and insurance you get based on

information in your credit report. Unsolicited prescreened offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-800-XXX-XXXX.

- The following FCRA right applies with respect to nationwide consumer reporting agencies:

#### CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a "security freeze" on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent

credit, loans, and services from being approved in your name without your consent.

However, you should be aware that using a security freeze to take control over who gets

access to the personal and financial information in your credit report may delay, interfere

with, or prohibit the timely approval of any subsequent request or application you make

regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended

fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is

placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's

credit file, a business is required to take steps to verify the consumer's identity before

extending new credit. If you are a victim of identity theft, you are entitled to an extended

fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection

agencies acting on behalf of the person or entity, with which you have an existing

account that requests information in your credit report for the purposes of reviewing or

collecting the account. Reviewing the account includes activities related to account

maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- You may seek damages from violators. If a consumer reporting agency, or, in some

cases, a user of consumer reports or a furnisher of information to a consumer reporting

agency violates the FCRA, you may be able to sue in state or federal court.

- Identity theft victims and active duty military personnel have additional rights. For



States may enforce the FCRA, and many states have their own consumer reporting laws.

In some cases, you may have more rights under state law. For more information, contact

your state or local consumer protection agency or your state Attorney General.

For

information about your federal rights, contact:

information about your federal rights, contact:

4

TYPE OF BUSINESS: CONTACT:

1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates

b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:

a. Consumer Financial Protection Bureau

1700 G Street NW

Washington, DC 20552

b. Federal Trade Commission

Consumer Response Center

600 Pennsylvania Avenue NW

Washington, DC 20580

(877) 382-4357

2. To the extent not included in item 1 above:

a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks

b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act.

c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations

d. Federal Credit Unions

a. Office of the Comptroller of the Currency

Customer Assistance Group

P.O. Box 53570

Houston, TX 77052

b. Federal Reserve Consumer Help Center

P.O. Box 1200

Minneapolis, MN 55480

c. Division of Depositor and Consumer Protection

National Center for Consumer and Depositor Assistance

Federal Deposit Insurance Corporation

1100 Walnut Street, Box #11

Kansas City, MO 64106

d. National Credit Union Administration

Office of Consumer Financial Protection

1775 Duke Street

Alexandria, VA 22314

3. Air carriers Assistant General Counsel for Office of Aviation Protection

1200 New Jersey Avenue SE

Washington, DC 20590

4. Creditors Subject to the Surface Transportation Board Office of Public Assistance, Governmental Affairs, and Compliance

Surface Transportation Board

395 E Street SW

Washington, DC 20423

5. Creditors Subject to the Packers and Stockyards Act,  
1921

Nearest Packers and Stockyards Division Regional Office

6. Small Business Investment Companies Associate Administrator, Office of Capital Access

United States Small Business Administration

409 Third Street SW, Suite 8200

Washington, DC 20416

7. Brokers and Dealers Securities and Exchange Commission

100 F Street NE

Washington, DC 20549

8. Institutions that are members of the Farm Credit System

Farm Credit Administration

1501 Farm Credit Drive

McLean, VA 22102-5090

9. Retailers, Finance Companies, and All Other Creditors Not Listed Above

Federal Trade Commission

Consumer Response Center

600 Pennsylvania Avenue NW

Washington, DC 20580

(877) 382-4357



# CITY OF BLOOMINGTON

## MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION ARNOLD TIRE  
INSPECTOR'S NAME DON ARNOLD INSPECTOR'S PHONE # 765.342.8405  
DATE OF INSPECTION 9-24-24  
NAME OF VENDOR WARREN STOKER / TRAVELIN TOM'S COFFEE  
VEHICLE YEAR 2024 MAKE CHEVY MODEL G 3500  
VIN 1GB0GRF73R1183653

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
FLASHERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
REFLECTORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
HORN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WINDSHIELD WIPERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
MIRRORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
SEATBELTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BUMPER HEIGHT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
ALL WINDOWS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
MUFFLER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
TIRES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BRAKES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DOORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
GENERAL CONDITION OF VEHICLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Like NEW VEH.</u>

Attach this completed Inspection Sheet with your permit or renewal application  
and remit to:

City of Bloomington  
Department of Economic and Sustainable Development  
401 N. Morton St.  
Bloomington, Indiana 47404  
812-349-3419





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/03/2024

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

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

<b>PRODUCER</b> Northern Kentucky Insurance 5915 Centennial Circle  Florence KY 41042	<b>CONTACT NAME:</b> Amie Turner <b>PHONE (A/C, No, Ext):</b> (859)586-8580 <b>E-MAIL ADDRESS:</b> amie@cornerstoneinsllc.com <b>FAX (A/C, No):</b> (859)586-8616																					
<b>INSURED</b> Kona Ice of Bloomington Inc. 4610 Hacker Creek Rd  Martinsville IN 46151	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Great American Insurance Company</td><td>16691</td></tr><tr><td>INSURER B:</td><td>Great American Assurance Company</td><td>26344</td></tr><tr><td>INSURER C:</td><td>Great American Spirit Insurance Company</td><td>33723</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Great American Insurance Company	16691	INSURER B:	Great American Assurance Company	26344	INSURER C:	Great American Spirit Insurance Company	33723	INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER C:	Great American Spirit Insurance Company	33723																				
INSURER D:																						
INSURER E:																						
INSURER F:																						

**COVERAGES****CERTIFICATE NUMBER:** 2024-2025**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BOP3805994	06/29/2024	06/29/2025	EACH OCCURRENCE \$ 2,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 2,000,000				
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAP3805995	06/29/2024	06/29/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC3805996	06/29/2024	06/29/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
			E.L. EACH ACCIDENT \$ 1,000,000				
			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				

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

Certificate holder is listed as an additional insured with regards to the operations of the named insured.

**CERTIFICATE HOLDER****CANCELLATION**City of Bloomington  
401 North Morton St.

Bloomington

IN 47404

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**Kerry Thomson**  
**Mayor**  
 CITY OF BLOOMINGTON  
 401 N. Morton St Suite 130  
 P.O. Box 100  
 Bloomington, Indiana 47402

DEPARTMENT OF ECONOMIC  
 & SUSTAINABLE DEVELOPMENT  
 p. 812.349.3418  
 f. 812.349.3520

**RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT**

The undersigned, in consideration for the issuance of a license by the City of Bloomington Controller, agrees to the following:

1. The undersigned, in exchange for the issuance of a license by the City of Bloomington Controller, agrees to release, hold harmless, and forever indemnify the City of Bloomington and any and all City employees, officers, and agents from any claim or claims which may arise out of any incident connected with or in any way related to his/her issuance of a license by the City of Bloomington or his/her operation of a business which was licensed by the City of Bloomington. This includes claims for personal injury, death, property damage, and/or any other type of harm or injury.
2. The undersigned shall, and hereby does, indemnify, defend, and hold harmless the City of Bloomington and any and all City employees, officers, and agents from and against any and all actions, costs, claims, suits, losses, expenses or damages, including but not limited to attorneys' fees and court costs, arising out of the undersigned's operation of a business which has been licensed by the City of Bloomington.
3. The undersigned understands this release binds him/herself, his/her spouse, and all heirs, executors, partners, co-owners and administrators of those individuals.

The undersigned acknowledges that he/she has read this release and understands all of its terms. The undersigned signs this release voluntarily and with full knowledge of its significance.

WARREN STOKER  
 Name, Printed

Warren Stoker  
 Signature

Aug 14, 2024  
 Date Release Signed



**Kerry Thomson**

**Mayor**

**CITY OF BLOOMINGTON**

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

### **Prohibited Location Agreement**

Bloomington Municipal Code Section 4.28.140 prohibits Mobile Vendor Units from operating in certain locations. This Agreement provides for all of the prohibited locations. Two maps are also attached to this Agreement. All signatories to this Agreement are required to review not only this Agreement, but also the attached maps prior to signing this Agreement.

As a licensed Mobile Vendor Unit, I understand and agree that I cannot and will not operate my mobile vendor unit in a manner that would violate any of the below-listed location restrictions:

- No mobile food vendor unit shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works.
- No mobile food vendor unit shall operate within fifty feet of any facade of a ground level establishment that also sells food or beverages, or operate within fifty feet of the perimeter of such an establishment's outdoor seating area, regardless of whether or not the mobile food vendor unit is currently conducting business. The distance restriction only applies from one hour before the opening time to an hour after the closing time posted by a ground level establishment on the facade of its building.
- No mobile food vendor unit shall locate in an alleyway.
- Mobile food vendor units shall be located a reasonable distance from all posted bus stops, crosswalks, driveways, alleyways, right-of-way lines of two or more intersecting streets and building entrances or walk-up windows.
- Mobile food vendor units shall only be located on private property if the private property owner has provided both the business operator and the City written permission for the mobile food vendor unit to locate on said property.
- No mobile food vendor unit shall locate within a one block radius of a Special Event unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works.
- No mobile food vendor unit shall park on City property in violation of any City parking regulation, restriction, or ordinance. For example, if parking at one, or multiple, parking meters, the operator of the mobile food vendor unit shall feed all relevant parking meters with the required monetary amount.
- No mobile food vendor unit shall be located in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public.
- No mobile food vendor unit shall be located within fifteen feet of any fire hydrant.

- No mobile food vendor shall locate within any zoning district except the following: Commercial General; Commercial Arterial; Commercial Downtown; Industrial General; Business Park; and Institutional.
- No mobile food vendor operating on private property shall displace required parking or landscaping nor block any drives, parking access aisles, fire lanes, sidewalks, or accessible routes required for the private parking by the City's zoning code.
- No mobile food vendor unit shall be located more than one foot away from the curb of the street on which it is parked.
- No mobile food vendor unit shall park near an intersection and in a manner that blocks the line-of-sight of drivers using adjacent roadways.

**I, the undersigned, understand that if I locate my mobile vendor unit in any of the above-described prohibited locations or manner that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Chapter 4.28 of the Bloomington Municipal Code.**

**Vendor:**

Name: WARREN STOHLEN

Signature: Warren Stohlen

Date: AUG 14, 2024

**Kerry Thomson**  
**Mayor**  
**CITY OF BLOOMINGTON**

401 N. Morton St Suite 130  
P.O. Box 100  
Bloomington, Indiana 47402

DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT

p. 812.349.3418  
f. 812.349.3520

### **Standard of Conduct Agreement**

Bloomington Municipal Code Section 4.28.160 provides Standards of Conduct for all Mobile Vendor Units. This Agreement provides a list of said Standards of Conduct. All signatories to this Agreement are required to review this Agreement prior to signing this Agreement.

As a licensed Mobile Vendor Unit, I understand and agree that I cannot and will not conduct business in a manner that would violate any of the Standards of Conduct noted below:

- Mobile food vendor unit operators shall conduct themselves at all times in an orderly and lawful manner, and shall not make, or cause to be made, any unreasonable noise of such volume as to be in violation of the City of Bloomington Noise Ordinance as stated in Title 14 of the Bloomington Municipal Code
- A device may not be used which would amplify sounds nor may attention be drawn to the mobile food vendor unit by an aural means or a light-producing device (examples of such devices may include, but are not meant to be limited to the following: bull horns and strobe lights
- No mobile food vendor unit may be permanently or temporarily affixed to any object, including but not limited to buildings, trees, telephone poles, streetlight poles, traffic signal poles or fire hydrants
- No mobile food vendor unit may be used to advertise any product which is not authorized to be sold from that unit
- Each mobile food vendor unit shall be limited to one sandwich board sign that meets the provisions of Section 20.05.086 of the Bloomington Municipal Code regardless of the zoning district in which it locates, provided a sign permit is obtained from the City's Planning and Transportation Department
- No mobile food vendor unit may make use of any public or private electrical outlet while in operation
- Each mobile food vendor unit shall protect against littering and shall have both an adequate trash receptacle and a separate receptacle for recyclable materials:
  - The trash and recyclable receptacles shall be emptied sufficiently often to allow disposal of litter and waste by the public at any time;
  - The trash and recyclable receptacles on the mobile food vendor unit shall not be emptied into trash or recyclable receptacles owned by the City of Bloomington;
  - Liquid from the mobile food vendor unit shall not be discharged on or in a City sewer or drain or elsewhere on City property, nor on private property without the express written consent of the owner thereof;

- Before leaving any location each mobile food vendor unit shall first pick up, remove and dispose of all trash, refuse and/or recyclable materials, including products spilled on the ground within twenty feet of the mobile food vendor unit.
- No mobile food vendor unit shall expose any pedestrian to any undue safety or health hazards nor shall it be maintained so as to create a public nuisance
- Each mobile food vendor unit shall be maintained free and clear of dirt, and finishes shall not be chipped, faded or unduly marred
- Foods or beverages which present a substantial likelihood that liquid matter or particles will drop to the street or sidewalk during the process of carrying or consuming the food or beverage shall be sold in proper containers so as to avoid falling to the street or sidewalk
- Mobile food vendor units which utilize a grill or device that may result in a spark, flame or fire shall adhere to the following additional standards:
  - Be placed approximately 20 feet from a building or structure;
  - Provide a barrier between the grill or device and the general public;
  - The spark, flame or fire shall not exceed 12 inches in height;
  - A fire extinguisher shall be within reaching distance of the mobile food vendor unit operator at all times;
- Mobile food vendor unit operators shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out inside of the City's jurisdictional limits, including, where possible, the removal of the mobile food vendor unit and cessation of such sales
- No mobile food vendor unit shall ever be left unattended
- Mobile food vendor units shall not be stored, parked or left overnight on any City property
- All mobile food vendor units which are food service establishments as defined by Title 10.17 of the Bloomington Municipal Code shall install an approved grease interceptor or grease trap. Foods, oils and greases shall never be discharged into the City's sewer or storm drains
- All mobile food vendor unit operators are required to collect and pay all applicable and appropriate sales taxes
- No mobile food vendor shall provide customer seating unless approval has been provided by the City's Board of Public Works and the City's Planning and Transportation Department
- All mobile food vendors shall comply with the lighting standards found in Chapter 20.05 of the Bloomington Municipal Code
- All mobile food vendors shall comply with the vision clearance standards found in Chapter 20.05 of the Bloomington Municipal Code
- No mobile food vendor shall have a drive-thru
- The decibels of any generator(s) associated with a mobile food vendor unit shall not exceed "70dBA".
  - Such noise measurement shall be made at a height of at least four (4) feet above the ground and at a point approximately twenty-five (25) feet away from where the



noise is being emitted on a sound level meter operated on the "A" weighting network (scale).

- No person other than the operators shall be within twenty-five (25) feet of the sound level meter during the sample period.
- Sound measurements shall be conducted at that time of day or night when the relevant noise source is emitting sound.
- The sound level measurement shall be determined as follows:
  - Calibrate the sound level meter within one (1) hour before use.
  - Set the sound level meter on the "A" weighted network at slow response.
  - Set the omnidirectional microphone in an approximately seventy degree position in a location which complies with subsections (1) and (2) herein. The operator of the sound level meter shall face the noise source and record the meter's instantaneous response.
  - Recalibrate the sound level meter after use.
- It shall be unlawful for any person to interfere, through the use of sound or otherwise, with the taking of sound level measurement.

**I, the undersigned, understand that if I conduct business in violation of any the above described standards of conduct that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Chapter 4.28 of the Bloomington Municipal Code.**

**Vendor:**

Name: WARREN STÖHLER

Signature: Warren Stohler

Date: AUG 14, 2024



# REGISTERED RETAIL MERCHANT CERTIFICATE

INDIANA DEPARTMENT OF REVENUE  
100 N SENATE AVE  
INDIANAPOLIS IN 46204-2253  
(317) 232-2240

TRAVELIN' TOM'S COFFEE  
4610 HACKER CREEK RD  
MARTINSVILLE IN 46151-9433

FEIN 99-3637813  
LOC ID 8000795916-001  
ISSUED September 24, 2024  
EXPIRES September 30, 2026

IS AUTHORIZED TO COLLECT INDIANA RETAIL SALES TAX AT THE  
ADDRESS ABOVE IF DIFFERENT FROM BELOW.

THIS LICENSE:  
IS NOT TRANSFERRABLE TO ANY OTHER PERSON.  
IS NOT SUBJECT TO REBATE.  
IS VOID IF ALTERED.



STOHLER FOOD TRUCK MANAGEMENT  
4610 HACKER CREEK RD BLDG MARTINSVILLE  
MARTINSVILLE IN 46151-9433

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN THE LOCATION SHOWN

----- (Cut or Fold Here) -----



# Bloomington Fire Department

PO Box 100  
Bloomington IN 47402  
812-332-9763

Mayor Kerry Thomson

Fire Chief Roger Kerr

## Temporary Food Vendor

### Fire Permit

<b>Permit Number</b>	<b>Effective Date Range</b>	<b>Expiration Date</b>
BFD-2024-0000139	09/19/2024 - 09/19/2025	09/19/2025
<b>Business Name</b>	<b>Billing Address</b>	
Travelin Tom's Coffee Truck # 1	4610 E HACKER CREEK RD, MARTINSVILLE, IN, 46151	

This permit is to certify that the named establishment has met the minimum standards of the Indiana Fire Code at the time of inspection. This is a **Fire Permit only** and does not indicate approval from any other agency or authority. Inspection and approval from the **State Health Department** is required and the final permit will be issued by the **City of Bloomington Economic and Sustainable Department**.

### Permit Contact

Warren Stohler  
Business Owner  
812-822-7811  
wstohler@konaice.com

## Permit Signatures

### Inspector Permit Signature

---

Jeff Yutmeyer  
Deputy Fire Marshal  
812-360-3507  
Jeff.yutmeyer@bloomington.in.gov



# City of Bloomington Fire Department

PO Box 100  
Bloomington Indiana 47402  
812-332-9763

Mayor Kerry Thomson

Fire Chief Roger Kerr

**Current Date**  
09/19/2024

**Inspected by**  
Jeff Yutmeyer

**Next Inspection Date**  
09/19/2025

**Inspection Number**  
BFD-2024-0002696

**Business Name**  
Travelin Tom's  
Coffee Truck # 1

**Address**  
4610 E Hacker  
Creek Rd

**City**  
Martinsville

**State**  
IN

**Zip**  
46151

**Suite**

--

## Fire Inspection Results

No fire code violations found.  
Thank You

On 09/19/2024 the Travelin Tom's Coffee Truck # 1 was inspected by Bloomington Fire Department and no deficiencies were found.

## Inspection Signatures

**Occupancy Contact Signature**

Unable to sign:

Not Present when report completed

**Inspector Signature**

A handwritten signature in black ink that reads "Jeff Yutmeyer".

---

Warren Stohler  
Business Owner  
812-822-7811  
wstohler@konaice.com

---

Jeff Yutmeyer  
Deputy Fire Marshal  
812-360-3507  
Jeff.yutmeyer@bloomington.in.gov





# HOT SPECIALTY



<b>LATTE</b>	<b>\$5 .00</b>
<b>CAPPUCCINO</b>	<b>\$5 .00</b>
<b>FLAT WHITE</b>	<b>\$5 .00</b>
<b>MACCHIATO</b>	<b>\$6 .00</b>
<b>AMERICANO</b>	<b>\$4 .00</b>
<b>ESPRESSO</b>	<b>\$2 .00</b>

DAIRY FREE OPTIONS AVAILABLE

<b>MOCHA</b>	<b>\$5 .00</b>
<b>WHITE CHOCOLATE MOCHA</b>	<b>\$5 .00</b>
<b>SPICED CHAI</b>	<b>\$5 .00</b>
<b>DIRTY CHAI</b>	<b>\$5 .00</b>
<b>HOT CHOCOLATE</b>	<b>\$5 .00</b>
<b>CINNAMON APPLE CIDER</b>	<b>\$5 .00</b>







# ICED & FROZEN



<b>NITRO COLD BREW</b>	\$6.00
<b>COLD BREW</b>	\$5.00
<b>ICED LATTE</b>	\$5.00
<b>ICED SPICED CHAI</b>	\$5.00
<b>ICED MACCHIATO</b>	\$6.00

DAIRY FREE OPTIONS AVAILABLE

<b>FRAPPE</b>	\$7.00
<b>TILT NITRO ENERGY™</b>	\$5.00
<b>LEMONADE</b>	\$4.00
<b>TOMMY PALMER</b>	\$4.00
<b>UNSWEET/SWEET TEA</b>	\$4.00







# Mobile Food Establishment License

## Monroe County Health Department

This is to certify that:

Travelin' Tom's Coffee.com

Warren Stohler

190 N Sycamore St

Martinsville, IN 46151

Having complied with the rules and regulations of the Monroe County Health Department as authorized by the Indiana Administrative Code and the Board of Commissioners of Monroe County, Indiana, is hereby authorized to operate a Food Service Establishment at the above location for the calendar year.



Issued:

9/18/2024

By

A handwritten signature in black ink, appearing to read "Warren Stohler", is written over a horizontal line.

Monroe County Health Officer

# 2024

**NON-NEGOTIABLE AND NOT TRANSFERABLE**

**PERMIT EXPIRES FEBRUARY 28, 2025**



09/25/2024

## 06 Controller

# TRAVELIN' TOM'S COFFEE

1 YEAR MOBILE VENDOR LICENSE

**Bloomington, IN 47404**

2024-09008484

2024-00152937

Amy Silkworth

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT																														
04-101-0000-1020	101 Econ Dev Permits	\$350.00																														
Payments:	<table><tr><th>Type</th><th>Detail</th><th>Amount</th></tr><tr><td>Check</td><td>4</td><td>\$350.00</td></tr><tr><td colspan="2">Total Cash</td><td>\$0.00</td></tr><tr><td colspan="2">Total Check</td><td>\$350.00</td></tr><tr><td colspan="2">Total Charge</td><td>\$0.00</td></tr><tr><td colspan="2">Total Wire</td><td>\$0.00</td></tr><tr><td colspan="2">Total Other</td><td>\$0.00</td></tr><tr><td colspan="2">Total Remitted</td><td>\$350.00</td></tr><tr><td colspan="2">Change</td><td>\$0.00</td></tr><tr><td colspan="2">Total Received</td><td>\$350.00</td></tr></table>	Type	Detail	Amount	Check	4	\$350.00	Total Cash		\$0.00	Total Check		\$350.00	Total Charge		\$0.00	Total Wire		\$0.00	Total Other		\$0.00	Total Remitted		\$350.00	Change		\$0.00	Total Received		\$350.00	
	Type	Detail	Amount																													
	Check	4	\$350.00																													
	Total Cash		\$0.00																													
	Total Check		\$350.00																													
	Total Charge		\$0.00																													
	Total Wire		\$0.00																													
	Total Other		\$0.00																													
	Total Remitted		\$350.00																													
	Change		\$0.00																													
Total Received		\$350.00																														
Total Amount:		\$350.00																														
Customer Copy																																



# CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

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<b>Project/Event:</b>	Mobile Vendor in Right of Way
<b>PW Resolution No:</b>	2024-72
<b>Petitioner/Representative:</b>	Marcos Curiel Faria, Owner of CM Family Business, LLC d/b/a Arepa Burgers
<b>Staff Representative:</b>	Susan Coates
<b>Meeting Date:</b>	10/08/2024

---

**CM Family Business, LLC d/b/a Arepa Burgers**, by its owner, Marcos Curiel Faria, has applied for a Mobile Vendor License to operate a food truck/trailer. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will be selling food via a mobile kitchen, food truck or trailer.

This application is for 6 months.

Staff is supportive of the request.

**RESOLUTION 2024-72**  
**CITY OF BLOOMINGTON**  
**BOARD OF PUBLIC WORKS**  
**Mobile Vendor in Public Right of Way**  
**CM Family Business, LLC**  
**d/b/a Arepa Burgers**

WHEREAS, the Board of Public Works is empowered by Indiana Code § 36-9-6-2 to supervise the streets, alleys, sewers, public grounds, and other property of the City of Bloomington (“City”);

WHEREAS, CM Family Business, LLC d/b/a Arepa Burgers (“Vendor”), is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

WHEREAS, the issuance of a Mobile Vendor License under Bloomington Municipal Code 4.28 requires Vendor to submit documentation to the City—set forth at Bloomington Municipal Code 4.28.050—including an independent safety inspection, an open burn permit issued by the City of Bloomington Fire Department, and all applicable permits required by the Monroe County Health Department;

WHEREAS, Vendor has agreed to the Standards of Conduct set forth in Bloomington Municipal Code 4.28.160 and signed the Release, Hold-Harmless, and Indemnification Agreement as required by Bloomington Municipal Code 4.28.090;

WHEREAS, Vendor desires to be able to use “City property” as defined in Bloomington Municipal Code 4.28.010, which includes public on-street parking, on a temporary and transient basis for the purpose of selling food via a mobile kitchen, food truck or trailer; and

WHEREAS, under the Bloomington Municipal Code, approval to use public on-street parking and sidewalks is provided by the Board of Public Works via resolution;

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen, food truck or trailer for 6 months beginning 10/10/2024, and ending on 4/10/2025.

2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.28 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above. Operating a mobile vendor without a business license is a violation of Bloomington Municipal Code 4.28.180(a)(1), and would subject Vendor to a fine of \$2,500 for the first offense.

3. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.28 of the Bloomington Municipal Code—attach to this approval:

- a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
- b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor’s operation on City property.
- c. Vendor may locate his business in a public parking space within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still

**RESOLUTION 2024-72**

- comply with all other restrictions regarding its location in a public parking space.
- d. Vendor shall remove his business from a public parking space within a reasonable time, no more than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
  - e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.28 (Mobile Vendors), and (2) all City parking regulations, restrictions, and ordinances.
  - f. Vendor is prohibited from operating within a one block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:
    - 1) City of Bloomington Farmers' Market;
    - 2) City of Bloomington Holiday Market;
    - 3) The Taste of Bloomington;
    - 4) Lotus World Music and Arts Festival;
    - 5) The Fourth Street Festival;
    - 6) Arts Fair on the Square;
    - 7) Strawberry Festival;
    - 8) Canopy of Lights;
    - 9) Fourth of July Parade; and
    - 10) Any other special events approved by the City Controller.

**ADOPTED THIS THE 8th DAY OF OCTOBER, 2024.**

**BOARD OF PUBLIC WORKS:**

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Elizabeth Karon, Vice President

\_\_\_\_\_  
James Roach, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2024-72 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

\_\_\_\_\_  
Marcos Curiel Faria

Date: \_\_\_\_\_

**RESOLUTION 2024-72**





# CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

## Business License Cover Sheet

Business Name	CM Family Business, LLC d/b/a Arepa Burgers
License Type	Mobile Vendor License
Contact	Marcos Curiel Faria
Phone	812-803-8574
Email	arepaburger@cmfamilybusinesses.com
BPW Resolution No (if applicable)	2024-72
Issue Date of License	10/10/2024
Expiration Date of License	4/10/2025
Scanned?	<input checked="" type="checkbox"/>
Renewal Date for License	4/10/2025
Department Head	Jane Kupersmith
Record Destruction Date	4/10/2028
ESD Tracking No	N/A
Document Physical Filing Location	2-drawer file cabinet at ESD Admin's desk
Document Digital Filing Location	I:\common\Economic Development\BUSINESS\Business Licensing\Licenses\Mobile Vendor License\Businesses

Date: 09/30/24

Arepa Burger.  
Res. 2024-072



CITY OF BLOOMINGTON

## MOBILE VENDOR LICENSE APPLICATION

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

10/3/24  
CL #109

### 1. License Length and Fee Application

Length of License:	<input type="checkbox"/> 24 Hours	<input type="checkbox"/> 3 Days	<input type="checkbox"/> 7 Days	<input type="checkbox"/> 30 Days	<input type="checkbox"/> 3 Months	<input checked="" type="checkbox"/> 6 Months	<input type="checkbox"/> 1 Year
License Fee:	\$25	\$30	\$50	\$75	\$150	\$200	\$350

### 2. Applicant Information

Name:	Marcos Daniel Curiel		
Title/Position:	Owner		
Date of Birth:	Aug, 14 1997		
Address:	1831 S Maxwell St		
City, State, Zip:	Bloomington, IN 47401		
E-Mail Address:	arepaburger@cmfamilybusinesses.com		
Phone Number:	812-803-8574	Mobile Phone:	812- <del>803</del> 0901 369-

### 3. Indiana Contact Information (For non-residents only)

If applicant is not a resident of Indiana, they must designate a resident to serve as a contact.

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



#### 4. Company Information

Name of Employer:	CM Family Businesses LLC / cba Arapa Burger			
Address of Employer:	1831 S Maxwell St			
City, State, Zip:	Bloomington, IN 47401			
Employment Start Date:		End Date (If known):		
Phone Number:	812-369-0901			
Website / Email:	arepaburger@cmfamilybusinesses.com			
Company is a:	<input checked="" type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor

#### 5. Company Officer Information

Provide the names and addresses of all principal officers, partners, trustees, owners or other persons with controlling interests in the company.

Name	Address
Marcos Curiel	1831 S Maxwell St
Nicolle Marcker	Bloomington, IN 47401

#### 6. Company Incorporation Information (For Corporations and LLCs Only)

Date of incorporation or organization:	05/23/2022
State of incorporation or organization:	Indiana
(If Not Indiana) Date qualified to transact business in state of Indiana:	

**7. Description of product or service to be sold and any equipment to be used**

Planned hours of operation:	Thursday (4pm-9pm) Sat/Sun (4pm-9pm)	
Place or places where you will conduct business (If private property, attach written permission from property owner):	1831 S Maxwell St Bloomington, IN 47401	
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach	
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
(If Yes) Provide details		



**8. You are required to secure, attach, and submit the following:**

<input checked="" type="checkbox"/>	A copy of the registration for the vehicle
<input checked="" type="checkbox"/>	Copy of a valid driver's license
<input checked="" type="checkbox"/>	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
<input checked="" type="checkbox"/>	Proof of an independent safety inspection of all vehicles to be used in the business
<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: <ul style="list-style-type: none"><li>• Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate</li><li>• Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate</li></ul>
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
<input checked="" type="checkbox"/>	A copy of the business's registration with the Indiana Secretary of State.
<input checked="" type="checkbox"/>	A copy of the Employer Identification Number (EIN)
<input checked="" type="checkbox"/>	A signed copy of the Prohibited Location Agreement
<input checked="" type="checkbox"/>	A signed copy of the Standards of Conduct Agreement
<input checked="" type="checkbox"/>	Fire inspection (if required)
<input checked="" type="checkbox"/>	Picture of truck or trailer
<input checked="" type="checkbox"/>	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

**For City Of Bloomington Use Only**

Date Received:	Received By:	Date Approved:	Approved By:
Received in ESD	<i>[Signature]</i>	10/3/24	<i>[Signature]</i>

OCT 03 2024



CUSTOMER NAME: MARCOS DANIEL CUIEL FARIA  
Make: CAR  
Year: 2022  
Model: EXP22X8  
VIN/HIN: 3H9C1C229NM015085  
Plate Number: TR782LPD  
LAST RENEWAL DATE: 03/25/24  
EXPIRATION DATE: 03/28/25

#### 2025 Registration Fees

AGE:	2
VEHICLE EXCISE TAX:	\$8.00
COUNTY VEHICLE EXCISE/WHEEL TAX:	\$40.00
MUNICIPAL VEHICLE EXCISE/WHEEL TAX:	\$0.00
GROUP FEE:	\$0.00
SPECIAL REG. FEE:	\$0.00
REG. FEE:	\$25.35
TRANSPORTATION INFRASTRUCTURE IMPROVEMENT:	\$0.00
SUPPLEMENTAL FEE:	\$0.00
ADMIN:	\$0.00
Total:	\$73.35



## STATE OF INDIANA

Eric J. Holcomb, Governor

Joe B. Hoage, Commissioner  
Bureau of Motor Vehicles  
100 North Senate Avenue  
Indianapolis, Indiana 46204

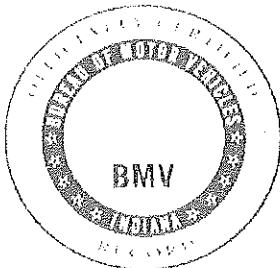
### Certification of Driver's Record

For: MARCOS DANIEL CURIEL FARIA  
DOB: 08/14/1997  
STATUS: VALID as of 09/29/2024  
NUMBER of DOCUMENTS: 1

I, Rebekah Erwin, Director of Driver Records of the Indiana Bureau of Motor Vehicles and custodian of its records, hereby attest that the attached is a true and complete copy of the record, as requested, and as it appears in the files of the Indiana Bureau of Motor Vehicles.

Therefore, by my duly authorized representative, I certify this record by my signature and by the seal of the Indiana Bureau of Motor Vehicles this 29th of September, 2024.

Rebekah Erwin, Director of Driver Records





# STATE OF INDIANA

## BUREAU OF MOTOR VEHICLES

100 North Senate Avenue  
Indianapolis, Indiana 46204  
Telephone: (888) 692-6841

Eric J. Holcomb, Governor

Joe B. Hoage, Commissioner

### Indiana Official Driver Record

As of 09/29/2024 2:09 pm

**\*\* NOTE:** The BMV only retains supporting documentation for a period of 10 years \*\*

MARCOS DANIEL CURIEL FARIA  
1831 S MAXWELL ST  
BLOOMINGTON, IN 47401-6706

License number: 9370-64-3619  
License type: DRIVERS  
License expires: 08/14/2027  
License status: VALID  
SR22: Not needed

Birth date: 08/14/1997 Gender: MALE

Current points: 0  
Social Security #:

**Physical Description:** Height: 5'10" Weight: 220lbs Hair color: BLACK Eye color: BROWN Donor: N

**Endorsements:** None

**Pending Endorsements:** None

**Restrictions:** None

**Pending Restrictions:** None

**Suspension Information -- (\* indicates active suspensions)**

-- (\*\* indicates closed/expired active suspensions stayed)

No Suspensions were found.

**Pending Suspension Information**

No Pending Suspensions were found.

**Disqualification Information -- (\* indicates active disqualifications)**

No Disqualifications were found.

**Pending Disqualification Information**

No Pending Disqualifications were found.

**Out of State Withdrawal Information**

No OOS Withdrawals were found.



## Convictions -- (\* indicates active points)

No Convictions were found.

## Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
6	03/22/2023	1831 S MAXWELL ST	BLOOMINGTON	IN	47401-6706
5	04/02/2022	2771 S BOARDWALK CIR APT 204	BLOOMINGTON	IN	47403-3540
4	11/19/2021	2771 S BOARDWALK CIR APT 204	BLOOMINGTON	IN	47403-3540
3	09/16/2021	2771 S BOARDWALK CIR APT 204	BLOOMINGTON	IN	47403-3540
2	01/19/2021	1110 N CRESCENT RD APT B127	BLOOMINGTON	IN	47404

## Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
6	03/22/2023	1831 S MAXWELL ST	BLOOMINGTON	IN	47401-6706
5	04/02/2022	2771 S BOARDWALK CIR APT 204	BLOOMINGTON	IN	47403-3540
4	11/19/2021	2771 S BOARDWALK CIR APT 204	BLOOMINGTON	IN	47403-3540
3	09/16/2021	2771 S BOARDWALK CIR APT 204	BLOOMINGTON	IN	47403-3540
2	01/19/2021	1110 N CRESCENT RD APT B127	BLOOMINGTON	IN	47404

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**Credential Issuance**

Interim Credential Issue Date: 3/22/2023, Expiration Date: 4/21/2023, Reason: AMEND DL W/O CARD, IN-STATE, Control #: 21676216

Issue Date: 03/22/2023, Amend License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 08/14/2027

Interim Credential Issue Date: 11/19/2021, Expiration Date: 12/19/2021, Reason: AMEND DL W/O CARD, IN-STATE, Control #: 19275660

Issue Date: 11/19/2021, Amend License, DRIVERS, Endorsements: None, Restrictions: 9, Expiration Date: 08/14/2027

Interim Credential Issue Date: 1/19/2021, Expiration Date: 2/18/2021, Reason: NEW ISSUE DL, OUT-OF-STATE, Control #: 17450446

Interim Credential Issue Date: 1/19/2021, Expiration Date: 2/18/2021, Reason: NEW ISSUE DL, OUT-OF-STATE, Control #: 17450538

Issue Date: 01/19/2021, Issue Drivers, DRIVERS, Endorsements: None, Restrictions: 9, Expiration Date: 08/14/2027

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**Remarks**

No Remarks were found.

\*\*\*\*\*  
\* End of Driver Record \*  
\*\*\*\*\*

## CITY OF BLOOMINGTON

### MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION AMK LLC  
INSPECTOR'S NAME Martin Moreno INSPECTOR'S PHONE # 812-606-4649  
DATE OF INSPECTION 09/25/2024  
TAXICAB COMPANY Arepa Burgers  
VEHICLE YEAR 2022 MAKE Carrianza Trailers MODEL \_\_\_\_\_  
VIN 3H9C1C229NM015085

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	/	_____	_____
FLASHERS	/	_____	_____
REFLECTORS	/	_____	_____
HORN	_____	_____	N/A
WINDSHIELD WIPERS	_____	_____	N/A
MIRRORS	_____	_____	N/A
SEATBELTS	_____	_____	N/A
BUMPER HEIGHT	/	_____	_____
ALL WINDOWS	_____	_____	N/A
MUFFLER	_____	_____	N/A
TIRES	/	_____	_____
BRAKES	/	_____	_____
DOORS	/	_____	_____
GENERAL CONDITION OF VEHICLE	/	_____	_____

Attach this completed Inspection Sheet with your permit or renewal application  
and remit to:

City of Bloomington  
Department of Economic and Sustainable Development  
401 N. Morton St.  
Bloomington, Indiana 47404  
812-349-3419



Martin Moreno

09/25/2024



**FOOD  
LIABILITY  
INSURANCE  
PROGRAM**

<http://www.fliprogram.com>

844-520-6992

Powered by Veracity Insurance  
Solutions, LLC



Great American Alliance Insurance Company  
301 E. Fourth Street, 25 S  
Cincinnati, OH 45202-4201

**COMMERCIAL GENERAL LIABILITY COVERAGE PART - OCCURRENCE FORM  
CERTIFICATE PAGE**

IT IS AGREED THAT THIS CERTIFICATE IS ISSUED TO THE CERTIFICATE HOLDER LISTED BELOW TO CERTIFY COVERAGE  
UNDER THE COMMERCIAL GENERAL LIABILITY INSURANCE MASTER POLICY LISTED BELOW.

**INSURANCE COMPANY:** GREAT AMERICAN ALLIANCE INSURANCE COMPANY  
**NAMED INSURED:** HOSPITALITY & ENTERTAINMENT TRADE ALLIANCE  
**CERTIFICATE HOLDER:** CM Family Businesses LLC, DBA Arepa Burger  
**ADDRESS:** 1831 S Maxwell St, Bloomington, Indiana 47401  
**POLICY PERIOD:** 07/11/2024 to 07/11/2025 12:01 am MDT at the Address of The Certificate Holder

**POLICY NUMBER:**  
PLF046122

**CERTIFICATE NUMBER:**  
F258799

**LIMITS OF INSURANCE**

General Aggregate Limit (Other than Products-Completed Operations)	\$	2,000,000
Products-Completed Operations Aggregate Limit	\$	2,000,000
Personal and Advertising Injury Limit	\$	1,000,000
General Each Occurrence Limit	\$	1,000,000
Damage to Premises Rented to You Limit	\$	300,000 Any One Premises
Medical Expense Limit	\$	5,000 Any One Person
Professional Coverage Extension	\$	Not Purchased Each Claim
	\$	Not Purchased Aggregate
Professional Coverage Deductible	\$	Not Purchased Each Claim
Liability Deductible		None

**FORM OF BUSINESS:** LLC

**BUSINESS DESCRIPTION:** ; Food Trailer

<b>PREMIUM:</b>	\$519.00
<b>BHTA FEE:</b>	\$277.00
<b>TOTAL COST OF INSURANCE:</b> (The cost is 100% earned/non refundable)	\$796.00

**CODE NUMBER:** 11168 **PREMIUM BASIS:** Gross Sales **EXPOSURE:** \$100,001-\$200,000

**BUSINESS DESCRIPTION:** Vendor, Distributor, or Manufacturer of food products; Food Trailer

THIS INSURANCE IS SUBJECT TO ALL THE TERMS AND CONDITIONS, INCLUDING APPLICABLE ENDORSEMENTS, OF THE  
COMMERCIAL GENERAL LIABILITY INSURANCE MASTER POLICY. A COPY OF THE COMMERCIAL GENERAL LIABILITY  
INSURANCE MASTER POLICY ACCOMPANIES THIS CERTIFICATE. ADDITIONAL COPIES WILL BE PROVIDED TO THE  
CERTIFICATE HOLDER. PLEASE READ THE POLICY AND ALL ENDORSEMENTS.

**NO ADMISSION OF LIABILITY MAY BE MADE EITHER VERBALLY OR IN WRITING**

FULL DETAIL OF ANY INCIDENT SHOULD BE SENT IMMEDIATELY BY EMAIL TO [CLAIMS@VOPINS.COM](mailto:CLAIMS@VOPINS.COM) OR BY LETTER  
TO VERACITY INSURANCE SOLUTIONS, LLC 260 SOUTH 2500 WEST SUITE 303, PLEASANT GROVE, UT 84062.

**FORMS AND ENDORSEMENTS** applicable to all Coverage Parts and made part of this Policy at time of issue are listed on  
the attached Forms and Endorsements Schedule IL 88 01 (11/85).

**ADMINISTRATED BY**



Veracity Insurance Solutions, LLC  
260 South 2500 West Suite 303  
Pleasant Grove Utah 84062  
888-568-0548  
[info@fliprogram.com](mailto:info@fliprogram.com)

**ADMINISTRATOR'S SIGNATURE:**

**John Hamilton**

**Mayor**

**CITY OF BLOOMINGTON**

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

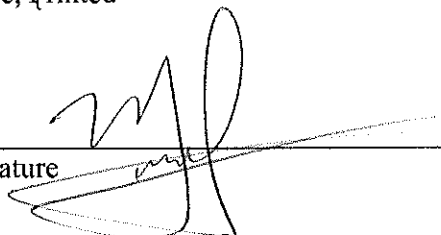
**RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT**

The undersigned, in consideration for the issuance of a license by the City of Bloomington Controller, agrees to the following:

1. The undersigned, in exchange for the issuance of a license by the City of Bloomington Controller, agrees to release, hold harmless, and forever indemnify the City of Bloomington and any and all City employees, officers, and agents from any claim or claims which may arise out of any incident connected with or in any way related to his/her issuance of a license by the City of Bloomington or his/her operation of a business which was licensed by the City of Bloomington. This includes claims for personal injury, death, property damage, and/or any other type of harm or injury.
2. The undersigned shall, and hereby does, indemnify, defend, and hold harmless the City of Bloomington and any and all City employees, officers, and agents from and against any and all actions, costs, claims, suits, losses, expenses or damages, including but not limited to attorneys' fees and court costs, arising out of the undersigned's operation of a business which has been licensed by the City of Bloomington.
3. The undersigned understands this release binds him/herself, his/her spouse, and all heirs, executors, partners, co-owners and administrators of those individuals.

The undersigned acknowledges that he/she has read this release and understands all of its terms. The undersigned signs this release voluntarily and with full knowledge of its significance.

Marcos Curiel  
Name, Printed

  
Signature

09/30/24  
Date Release Signed



**BUSINESS INFORMATION**  
DIEGO MORALES  
INDIANA SECRETARY OF STATE  
09/29/2024 02:31 PM

#### Business Details

Business Name: **CM FAMILY BUSINESSES LLC**

Business ID: **202205211594193**

Entity Type: **Domestic Limited Liability Company**

Business Status: **Active**

Creation Date: **05/21/2022**

Inactive Date:

Principal Office Address: **1831 S MAXWELL ST, BLOOMINGTON,  
IN, 47401, USA**

Expiration Date: **Perpetual**

Foreign Legal Name:

Jurisdiction of Formation:

Business Entity Report Due Date: **05/31/2026**

#### Governing Person Information

**TITLE** CEO  
**NAME** Marcos Daniel Curiel  
**ADDRESS** 1831 S MAXWELL ST, BLOOMINGTON, IN, 47401, USA

**TITLE** CFO  
**NAME** Nicolle Ivania Marrder  
**ADDRESS** 1831 S MAXWELL ST, BLOOMINGTON, IN, 47401, USA

#### Registered Agent Information

Type: **Individual**

Name: **Nicolle Marrder**

Address: **1831 S MAXWELL ST, BLOOMINGTON, IN, 47401, USA**

**APPROVED AND FILED**  
**DIEGO MORALES**  
**INDIANA SECRETARY OF STATE**  
**03/10/2024 11:19 PM**

**BUSINESS ENTITY REPORT**

**NAME AND PRINCIPAL OFFICE ADDRESS**

**BUSINESS ID** 202205211594193  
**BUSINESS TYPE** Domestic Limited Liability Company  
**BUSINESS NAME** CM FAMILY BUSINESSES LLC  
**ENTITY CREATION DATE** 05/21/2022  
**JURISDICTION OF FORMATION** Indiana  
**PRINCIPAL OFFICE ADDRESS** 1831 S Maxwell St, Bloomington, IN, 47401, USA

**YEARS FILED**

**YEARS** 2024/2025

**EFFECTIVE DATE**

**EFFECTIVE DATE** 03/10/2024  
**EFFECTIVE TIME** 11:19 PM

**REGISTERED OFFICE AND ADDRESS**

**REGISTERED AGENT TYPE** Individual  
**NAME** Nicolle Marrder  
**ADDRESS** 1831 S Maxwell St, Bloomington, IN, 47401, USA

**GOVERNING PERSON INFORMATION**

**TITLE** CEO  
**NAME** Marcos Daniel Curiel  
**ADDRESS** 1831 S Maxwell St, Bloomington, IN, 47401, USA

**TITLE** CFO  
**NAME** Nicolle Ivania Marrder  
**ADDRESS** 1831 S Maxwell St, Bloomington, IN, 47401, USA

**APPROVED AND FILED**  
**DIEGO MORALES**  
**INDIANA SECRETARY OF STATE**  
**03/10/2024 11:19 PM**

**SIGNATURE**

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **March 10, 2024**.

THE UNDERSIGNED ACKNOWLEDGES THAT A PERSON COMMITS A CLASS A MISDEMEANOR BY SIGNING A DOCUMENT THAT THE PERSON KNOWS IS FALSE IN A MATERIAL RESPECT WITH THE INTENT THAT THE DOCUMENT BE DELIVERED TO THE SECRETARY OF STATE FOR FILING.

**SIGNATURE**

Marcos Curiel

**TITLE**

Legal Representative

Business ID : 202205211594193

Filing No. : 10255561



Date of this notice: 05-20-2022

Employer Identification Number:  
88-2422728

Form: SS-4

Number of this notice: CP 575 A

CM FAMILY BUSINESSES LLC  
AREPA BURGER  
% MARCOS DANIEL CUIEL MBR  
2771 S BOARDWALK CIR  
BLOOMINGTON, IN 47403

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

#### WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-2422728. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 940	01/31/2023
Form 1065	03/15/2023
Form 944	01/31/2023

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

#### IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit [www.irs.gov/mefbusproviders](http://www.irs.gov/mefbusproviders) for a list of companies that offer IRS e-file for business products and services.

**IMPORTANT REMINDERS:**

- \* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.
- \* Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is CMFA. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at [www.irs.gov/forms-pubs](http://www.irs.gov/forms-pubs) or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

**John Hamilton**

**Mayor**

**CITY OF BLOOMINGTON**

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

### **Prohibited Location Agreement**

Bloomington Municipal Code Section 4.28.140 prohibits Mobile Vendor Units from operating in certain locations. This Agreement provides for all of the prohibited locations. Two maps are also attached to this Agreement. All signatories to this Agreement are required to review not only this Agreement, but also the attached maps prior to signing this Agreement.

As a licensed Mobile Vendor Unit, I understand and agree that I cannot and will not operate my mobile vendor unit in a manner that would violate any of the below-listed location restrictions:

- € No mobile food vendor unit shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works.
- € No mobile food vendor unit shall operate within fifty feet of any facade of a ground level establishment that also sells food or beverages, or operate within fifty feet of the perimeter of such an establishment's outdoor seating area, regardless of whether or not the mobile food vendor unit is currently conducting business. The distance restriction only applies from one hour before the opening time to an hour after the closing time posted by a ground level establishment on the facade of its building.
- € No mobile food vendor unit shall locate in an alleyway.
- € Mobile food vendor units shall be located a reasonable distance from all posted bus stops, crosswalks, driveways, alleyways, right-of-way lines of two or more intersecting streets and building entrances or walk-up windows.
- € Mobile food vendor units shall only be located on private property if the private property owner has provided both the business operator and the City written permission for the mobile food vendor unit to locate on said property.
- € No mobile food vendor unit shall locate within a one block radius of a Special Event unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works.
- € No mobile food vendor unit shall park on City property in violation of any City parking regulation, restriction, or ordinance. For example, if parking at one, or multiple, parking meters, the operator of the mobile food vendor unit shall feed all relevant parking meters with the required monetary amount.
- € No mobile food vendor unit shall be located in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public.
- € No mobile food vendor unit shall be located within fifteen feet of any fire hydrant.



- € No mobile food vendor shall locate within any zoning district except the following:  
Commercial General; Commercial Arterial; Commercial Downtown; Industrial General;  
Business Park; and Institutional.
- € No mobile food vendor operating on private property shall displace required parking or  
landscaping nor block any drives, parking access aisles, fire lanes, sidewalks, or accessible  
routes required for the private parking by the City's zoning code.
- € No mobile food vendor unit shall be located more than one foot away from the curb of the  
street on which it is parked.
- € No mobile food vendor unit shall park near an intersection and in a manner that blocks the  
line-of-sight of drivers using adjacent roadways.

**I, the undersigned, understand that if I locate my mobile vendor unit in any of the above-described prohibited locations or manner that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Chapter 4.28 of the Bloomington Municipal Code.**

**Vendor:**

Name: \_\_\_\_\_

*Marcos Cuñel*

Signature: \_\_\_\_\_

*[Signature]*

Date: \_\_\_\_\_

*09/30/24*

**John Hamilton**

**Mayor**

**CITY OF BLOOMINGTON**

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

### **Standard of Conduct Agreement**

Bloomington Municipal Code Section 4.28.160 provides Standards of Conduct for all Mobile Vendor Units. This Agreement provides a list of said Standards of Conduct. All signatories to this Agreement are required to review this Agreement prior to signing this Agreement.

As a licensed Mobile Vendor Unit, I understand and agree that I cannot and will not conduct business in a manner that would violate any of the Standards of Conduct noted below:

- € Mobile food vendor unit operators shall conduct themselves at all times in an orderly and lawful manner, and shall not make, or cause to be made, any unreasonable noise of such volume as to be in violation of the City of Bloomington Noise Ordinance as stated in Title 14 of the Bloomington Municipal Code
- € A device may not be used which would amplify sounds nor may attention be drawn to the mobile food vendor unit by an aural means or a light-producing device (examples of such devices may include, but are not meant to be limited to the following: bull horns and strobe lights
- € No mobile food vendor unit may be permanently or temporarily affixed to any object, including but not limited to buildings, trees, telephone poles, streetlight poles, traffic signal poles or fire hydrants
- € No mobile food vendor unit may be used to advertise any product which is not authorized to be sold from that unit
- € Each mobile food vendor unit shall be limited to one sandwich board sign that meets the provisions of Section 20.05.086 of the Bloomington Municipal Code regardless of the zoning district in which it locates, provided a sign permit is obtained from the City's Planning and Transportation Department
- € No mobile food vendor unit may make use of any public or private electrical outlet while in operation
- € Each mobile food vendor unit shall protect against littering and shall have both an adequate trash receptacle and a separate receptacle for recyclable materials:
  - o The trash and recyclable receptacles shall be emptied sufficiently often to allow disposal of litter and waste by the public at any time;
  - o The trash and recyclable receptacles on the mobile food vendor unit shall not be emptied into trash or recyclable receptacles owned by the City of Bloomington;
  - o Liquid from the mobile food vendor unit shall not be discharged on or in a City sewer or drain or elsewhere on City property, nor on private property without the express written consent of the owner thereof;

- Before leaving any location each mobile food vendor unit shall first pick up, remove and dispose of all trash, refuse and/or recyclable materials, including products spilled on the ground within twenty feet of the mobile food vendor unit.
- € No mobile food vendor unit shall expose any pedestrian to any undue safety or health hazards nor shall it be maintained so as to create a public nuisance
- € Each mobile food vendor unit shall be maintained free and clear of dirt, and finishes shall not be chipped, faded or unduly marred
- € Foods or beverages which present a substantial likelihood that liquid matter or particles will drop to the street or sidewalk during the process of carrying or consuming the food or beverage shall be sold in proper containers so as to avoid falling to the street or sidewalk
- € Mobile food vendor units which utilize a grill or device that may result in a spark, flame or fire shall adhere to the following additional standards:
  - Be placed approximately 20 feet from a building or structure;
  - Provide a barrier between the grill or device and the general public;
  - The spark, flame or fire shall not exceed 12 inches in height;
  - A fire extinguisher shall be within reaching distance of the mobile food vendor unit operator at all times;
- € Mobile food vendor unit operators shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out inside of the City's jurisdictional limits, including, where possible, the removal of the mobile food vendor unit and cessation of such sales
- € No mobile food vendor unit shall ever be left unattended
- € Mobile food vendor units shall not be stored, parked or left overnight on any City property
- € All mobile food vendor units which are food service establishments as defined by Title 10.17 of the Bloomington Municipal Code shall install an approved grease interceptor or grease trap. Foods, oils and greases shall never be discharged into the City's sewer or storm drains
- € All mobile food vendor unit operators are required to collect and pay all applicable and appropriate sales taxes
- € No mobile food vendor shall provide customer seating unless approval has been provided by the City's Board of Public Works and the City's Planning and Transportation Department
- € All mobile food vendors shall comply with the lighting standards found in Chapter 20.05 of the Bloomington Municipal Code
- € All mobile food vendors shall comply with the vision clearance standards found in Chapter 20.05 of the Bloomington Municipal Code
- € No mobile food vendor shall have a drive-thru
- € The decibels of any generator(s) associated with a mobile food vendor unit shall not exceed "70dBA".
  - Such noise measurement shall be made at a height of at least four (4) feet above the ground and at a point approximately twenty-five (25) feet away from where the



noise is being emitted on a sound level meter operated on the "A" weighting network (scale).

- No person other than the operators shall be within twenty-five (25) feet of the sound level meter during the sample period.
- Sound measurements shall be conducted at that time of day or night when the relevant noise source is emitting sound.
- The sound level measurement shall be determined as follows:
  - Calibrate the sound level meter within one (1) hour before use.
  - Set the sound level meter on the "A" weighted network at slow response.
  - Set the omnidirectional microphone in an approximately seventy degree position in a location which complies with subsections (1) and (2) herein. The operator of the sound level meter shall face the noise source and record the meter's instantaneous response.
  - Recalibrate the sound level meter after use.
- It shall be unlawful for any person to interfere, through the use of sound or otherwise, with the taking of sound level measurement.

**I, the undersigned, understand that if I conduct business in violation of any the above described standards of conduct that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Chapter 4.28 of the Bloomington Municipal Code.**

**Vendor:**

Name: \_\_\_\_\_

Marcos Cuvel

Signature: \_\_\_\_\_



Date: \_\_\_\_\_

09/30/24



# City of Bloomington Fire Department

PO Box 100  
Bloomington Indiana 47402  
812-332-9763

Mayor Kerry Thomson

Fire Chief Roger Kerr

**Current Date**

10/03/2024

**Inspected by**

Chuck Edward Cohenour

**Next Inspection Date**

10/03/2025

**Inspection Number**

BFD-2024-0002799

**Business Name**

Arepa Burger

**Address**

1831 S MAXWELL  
ST

**City**

BLOOMINGTON

**State**

IN

**Zip**

47401

**Suite**

--

**Fire Inspection Results**

No fire code violations found.

Thank You

On 10/03/2024 the Arepa Burger was inspected by Bloomington Fire Department and no deficiencies were found.

## Inspection Signatures

**Occupancy Contact Signature**

A handwritten signature in black ink, appearing to be "Marco", written over a horizontal line.

Marco  
Owner

812-803-8574

arepaburger@cmfamilybusinesses.com

**Inspector Signature**

A handwritten signature in black ink, appearing to be "CEC", written over a horizontal line.

Chuck Edward Cohenour  
Deputy Fire Marshal  
812-369-2201

charles.cohenour@bloomington.in.gov





# Mobile Food Service Establishment License

## Monroe County Health Department

This is to certify that:

**Arepa Burger**

Marcos Curiel CM Family Businesses LLC

2361 W. Rappel Avenue

Bloomington, IN 47404

Having complied with the rules and regulations of the Monroe County Health Department as authorized by the Indiana Administrative Code and the Board of Commissioners of Monroe County, Indiana, is hereby authorized to operate a Food Service Establishment at the above location for the calendar year.



Issued:

3/1/2024

By

  
Monroe County Health Officer

**2024**

**NON-NEGOTIABLE AND NOT TRANSFERABLE**

**PERMIT EXPIRES FEBRUARY 28, 2025**

**ServSafe**  
MANAGING FOOD SAFETY & HYGIENE

# ServSafe® CERTIFICATION

## MARCOS CURIEL

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)—Conference for Food Protection (CFP).

22351579

CERTIFICATE NUMBER

10784

EXAM FORM NUMBER

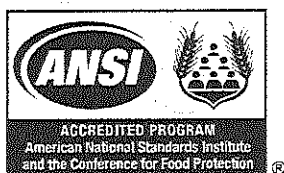
7/8/2022

DATE OF EXAMINATION

7/8/2027

DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.



#0655

A handwritten signature in dark ink that reads "Sherman Brown".

Sherman Brown  
Executive Vice President, National Restaurant Association Solutions



In accordance with Maritime Labour Convention 2006, Resolution ADM H 068-2013 (Regulation 3.2, Standard A3.2).

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This document cannot be reproduced or altered.  
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v.1704

Contact us with questions at 233 S. Wacker Drive, Suite 3600, Chicago, IL 60606-6383 or [ServSafe@restaurant.org](mailto:ServSafe@restaurant.org).



## Board of Public Works Staff Report

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**Project/Event:** Holiday Market

**Petitioner/Representative:** Bloomington Parks and Recreation Department

**Staff Representative:** Leslie Brinson

**Meeting Date:** October 8, 2024

**Event Date:** Saturday, November 30, 2024

---

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

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

The Holiday Market will be held on Saturday, November 30, 2024, and is requesting use of the North Showers Parking Lot, Showers Common, Showers Plaza, specific on-street parking spaces and the following streets: North Morton Street between the entrance of the Showers Parking Lot and W. 8<sup>th</sup> Street from 6:00 AM to 6:00 PM. See map for details. They are also requesting a Noise Permit.



**BOARD OF PUBLIC WORKS  
RESOLUTION 2024-068**

**HOLIDAY MARKET**

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

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

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

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

1. North Morton Street will be closed between the Showers Parking Lot Entrance and West 8<sup>th</sup> Street beginning at 6:00 a.m. until 6:00 p.m. on Saturday, November 30, 2024.
2. Bloomington Parks and Recreation Department shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
3. Bloomington Parks and Recreation Department shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Engineering Department. Parks and Rec shall obtain and place any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers for protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. Bloomington Parks and Recreation Department shall not close the streets until 6:00 a.m. on Saturday, November 30th, 2024 and to remove barricades and signage by 6:00 p.m. on Saturday, November 30th, 2024.
4. Bloomington Parks and Recreation Department will be responsible for removing all trash from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any "No Parking" signs posted as part of the event. Cleanup shall be completed by 6:00 p.m. on Saturday, November 30, 2024.
5. By granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the

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

6. Bloomington Parks and Recreation Department shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
7. \_\_\_\_\_, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 08<sup>th</sup> DAY OF NOVEMBER, 2023.

**BOARD OF PUBLIC WORKS:**

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Elizabeth Karon, Vice-President

\_\_\_\_\_  
Jane Kupersmith, Secretary

**ATTEST:**

\_\_\_\_\_  
Crystal Ritter  
Parks and Recreation Department

\_\_\_\_\_  
Date



**CITY OF BLOOMINGTON**

## **SPECIAL EVENT APPLICATION**

City of Bloomington  
Department of Public Works  
Bloomington, Indiana 47404  
812-349-3410

### **1. APPLICANT INFORMATION**

Contact Name:	Leslie Brinson		
Contact Phone:	812-349-3715	Mobile Phone:	812-272-4569
Title/Position:	General Manager Recreation Services		
Organization:	City of Bloomington Parks and Recreation		
Address:	401 N. Morton, Suite 250		
City, State, Zip:	Bloomington, IN 47401		
Contact E-Mail Address:	brinsonl@bloomington.in.gov		
Organization E-Mail and URL:	www.bloomington.in.gov/parks		
Org Phone No:	812-349-3700	Fax No:	

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

Organization Name:	List of Prepared Food Vendors can be found at: <a href="http://bloomington.in.gov/farmers-market/vendors">bloomington.in.gov/farmers-market/vendors</a>		
Address:			
City, State, Zip:			
Contact E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:	Downtown Bloomington Inc, - Talisha Coppick		
Address:	302 S. College Avenue		
City, State, Zip:	Bloomington, IN 47403		
E-Mail Address:	tcoppock@downtownbloomington.com		
Phone Number:	812-336-3681	Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	



### 3. EVENT INFORMATION

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Art in the Right of Way <input checked="" type="checkbox"/> Other (Explain below in Description of Event)		
Date(s) of Event:	Saturday, November 30, 2024		
Time of Event:	Date: 11/30/24	Start: 10:00am	Date: 11/30/24 End: 3:00pm
Setup/Teardown time Needed	Date: 11/30/24	Start: 6:00 am	Date: 11/30/24 End: 6:00pm
Calendar Day of Week:	Saturday		
Description of Event:	<p>Ring in the holiday season by shopping for unique gifts and farm products from local vendors. Shop for locally grown farm products, and arts and fine crafts created by local artisans, all while listening to the music of the season. The Parks and Recreation mobile stage will be set up on Morton Street and will feature holiday inspired musical performances throughout the day.</p> <p>We will have art vendors inside and outside City Hall. The farmers market will happen in its normal location from 10-3. There will be roving carolers and costumed characters as well, Santa and Mrs. Clause. We plan to have active fire pits, inflatables, crafts and hot chocolate as well.</p> <p>Would like to close Morton Street from 8th Street to the entrance of City Parking Lot. No parking two spaces north of 8th and spots south of 8th as well. Will park mobile stage on Morton Street in front of Plaza.</p>		
Expected Number of Participants:	7000 and 2 food trucks	Expected # of vehicles (Use of Parking Spaces to close): all of city hall parking lot and 8-10 spaces on Morton	

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

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



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

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

**6. If YOUR EVENT IS A FESTIVAL/SPECIAL COMMUNITY EVENT YOU ARE REQUIRED TO SECURE AND ATTACH, AND SUBMIT THE FOLLOWING: *Stationary Events – Closure of Streets/Sidewalks/Use of Metered Parking***

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

## 7. CHECKLIST

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



**FOR CITY OF BLOOMINGTON USE ONLY**

Date Received:	Received By: Economic & Sustainable Development	Date Approved:	Approved By:
	Bloomington Police		
	Bloomington Fire		
	Engineering		
	Legal		
	Parking Enforcement		
	Transit		
	Office of the Mayor		
	Utilities		
	Public Works		
	Board of Public Works		



CITY OF BLOOMINGTON

**NOISE PERMIT**

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

**Application and Permit Information**

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

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

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

**Event and Noise Information**

Name of Event:	Holiday Market		
Location of Event:	City Hall and Fernandez Plaza as well as parking lot		
Date of Event:	11/30/24	Time of Event:	Start: 10:00am
Calendar Day of Week:			End: 3:00 pm
Description of Event:	The Holiday Market combines the Farmers' Market with art and fine craft vendors. The event includes live music from the mobile stage, crafts, a hot chocolate station, Santa and Mrs. Clause and other entertainment.		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, to Benefit:		

**Applicant Information**

Name:	Leslie Brinson		
Organization:	Parks and Recreation	Title:	General Manager Recreation Services
Physical Address:	401 N. Morton, Suite 250		
Email Address:	brinsonl@bloomington.in.gov	Phone Number:	812-349-3715
Signature:	<i>Leslie Brinson</i>	Date:	

**FOR CITY OF BLOOMINGTON USE ONLY**

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

**BOARD OF PUBLIC WORKS**

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Elizabeth Karon, Vice-President

\_\_\_\_\_  
Date

\_\_\_\_\_  
James Roach, Secretary



## Waste and Recycling Management Plan Template

Event name: Holiday Market

Number of expected attendees: 7000

Number of food vendors: 8-12

Number of other vendors: 70-90

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

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

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

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

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

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

**Collection and hauling system:** Describe where and how waste and recycling will be collected and separated. Include information on how attendees and vendors will be educated on where materials should be placed, including signage, pre-event training and publicity, volunteer-staffed waste management stations, etc. Temporary trash cans and Clear Stream recycling containers owned by the Farmers' Market will be used.

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

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

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

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





RE: Notice of Public Meeting

Dear Sir or Madam:

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

The Board of Public Works meeting to hear this request will be on\_\_\_\_\_ at 5:30 PM. Board of Public Works meetings are held virtually via zoom and in person in the City of Bloomington Council Chambers at City Hall, 401 N. Morton Street, Bloomington, Room 115.

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

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

BOARD OF PUBLIC WORKS  
CITY OF BLOOMINGTON, INDIANA

Petitioner:

\_\_\_\_\_

Date:

<b><u>Contact Information- Other</u></b>			
	<b><u>Location</u></b>	<b><u>Contact</u></b>	<b><u>Phone Number</u></b>
Maintenance of Traffic Plan	401 N. Morton St. Suite 130 Bloomington, IN	City of Bloomington Engineering	(812) 349-3913
Monroe County Health Department (Food Handler Permit)	119 W. 7th St. Bloomington, IN	Nicole Wagner	(812) 349-2543
Waste & Recycling Plan	401 N. Morton Street Suite 150	Economic & Sustainable Development	(812) 349-3837
Bloomington Board of Public Works	401 N. Morton St. Suite 120 Bloomington, IN	April Rosenberger Dept. of Public Works	(812) 349-3411
Bloomington Parks and Recreation Department (Events on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Leslie Brinson Community Events Manager	(812) 349-3700
Bloomington Fire Department	226 S. College Bloomington, IN	Fire Administration	(812) 332-9763
Bloomington Police Department (Parade Permit)	220 E. Third Bloomington, IN	Police Administration	(812) 339-4477
Master Rental	2022 W. 3 <sup>rd</sup> Street Bloomington, IN	Type 3 Barricades	(812) 332-0600
Indiana Traffic Services	3867 N. Commercial Parkway Greenfield, IN 46140	Type 3 Barricades	(317) 891-8065
Monroe County Emergency Management	5850 Foster Curry Bloomington, IN		(812)- 349-2546
Department of Homeland Security		Mike Anderson	(317) 409-9510



2024 Holiday Market– Saturday, November 30th 10:00 a.m. to 3:00 p.m.







## Board of Public Works Staff Report

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**Project/Event:** Someone Saved My Life – Angelo Pizzo Film

**Petitioner/Representative:** George Huntington

**Staff Representative:** Miranda Beaver

**Meeting Date:** October 8, 2024

**Event Date:** Wednesday, October 9<sup>th</sup>, 2024 thru Sunday, November 10<sup>th</sup>, 2024

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Someone Saved My Life, LLC will be filming a feature length movie written and directed by Bloomington native Angelo Pizzo. Intermittent Traffic Control will be used during shoots from October 9<sup>th</sup> thru November 10<sup>th</sup>.

Traffic will be controlled by MSI Security and numerous production assistants. These scenes will involve walking, biking and period specific vehicles (setting is 1962). Production vehicles and period cars will be parked on the streets without impeding neighborhood Right of Way.

Production staff is in contact with affected neighborhood associations. Residents affected by these intermittent closures will be notified via mail and hand delivery. Flyer drafts have been submitted with this application to post in the neighborhood and distribute. Bloomington Police Department will receive all notifications as well.

These intermittent closures will affect the following streets:

1. E Sheridan Drive and E Southdown Drive from S. Woodlawn Ave to S Balantine Road
2. E. Karen Street from E Sheridan Drive to E Southdown Drive
3. E 1<sup>st</sup> Street from S Hawthorne Drive to Eagleson Avenue
4. S Sheridan Drive from Eagleson Avenue to E Maxwell Lane
5. E Maxwell Lane from S Balantine Road to S Mitchell Street
6. S Highland Avenue and Eagleson Avenue from E 1<sup>st</sup> Street to E Maxwell Lane

**BOARD OF PUBLIC WORKS  
RESOLUTION 2024-069**

**SOMEONE SAVED MY LIFE, LLC – ANGELO PIZZO FILM**

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

WHEREAS, the City of Bloomington Public Works Department has committed itself to promoting and assisting businesses in Bloomington.

WHEREAS, Someone Saved My Life, LLC. , has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

WHEREAS, Someone Saved My Life, LLC is desirous of using City property which includes the following streets:

1. E Sheridan Drive and E Southdown Drive from S. Woodlawn Ave to S Balantine Road
2. E. Karen Street from E Sheridan Drive to E Southdown Drive
3. E 1<sup>st</sup> Street from S Hawthorne Drive to Eagleson Avenue
4. S Sheridan Drive from Eagleson Avenue to E Maxwell Lane
5. E Maxwell Lane from S Balantine Road to S Mitchell Street
6. S Highland Avenue and Eagleson Avenue from E 1<sup>st</sup> Street to E Maxwell Lane

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

1. Someone Saved My Life, LLC will be performing Intermittent Street Closures on the above listed streets from October 9<sup>th</sup>, 2024 thru November 10<sup>th</sup>, 2024.
2. Someone Saved My Life, LLC, with production assistance from George Huntington, will be parking period vehicles and production vehicles on these streets without impeding access to and from the private residences of this neighborhood.
3. Someone Saved My Life, LLC shall obtain and place any security measures which are deemed prudent and necessary by the Bloomington Police Department which may include, but are not limited to: anti-vehicle barriers for protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate during intermittent closures. A private security company has been employed to provide security during street closures.
4. Someone Saved My Life, LLC will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, that is a direct result of the production on this film.

5. Someone Saved My Life, LLC shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance when applicable.
6. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
7. In consideration for the use of the City's property and to the fullest extent permitted by law, Someone Saved My Life, LLC for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
- 8.
9. \_\_\_\_\_, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 08<sup>th</sup> DAY OF OCTOBER 2024.

**BOARD OF PUBLIC WORKS:**

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Elizabeth Karon, Vice-President

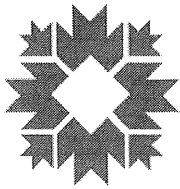
\_\_\_\_\_  
Jane Kupersmith, Secretary

**ATTEST:**

\_\_\_\_\_  
George Huntington  
Location Manager

\_\_\_\_\_  
Date





CITY OF BLOOMINGTON

## SPECIAL EVENT APPLICATION

City of Bloomington  
Department of Public Works  
Bloomington, Indiana 47404  
812-349-3410

### 1. APPLICANT INFORMATION

Contact Name:	George Huntington		
Contact Phone:	812 369-0604	Mobile Phone:	
Title/Position:	Location Manager		
Organization:	Someone Saved My life LLC		
Address:	500 S. MORTON		
City, State, Zip:	BLOOMINGTON, IN. 47403		
Contact E-Mail Address:	huntingtong3@gmail.com		
Organization E-Mail and URL:			
Org Phone No:		Fax No:	

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

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



**KERRY THOMSON**  
**MAYOR**

**CITY OF BLOOMINGTON**

401 N Morton St Suite 120  
PO Box 100  
Bloomington IN 47402

**DEPARTMENT OF PUBLIC WORKS**

PW 812.349.3410

Greetings from the City of Bloomington!

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

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

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

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

The City of Bloomington

### 3. EVENT INFORMATION

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Art in the Right of Way <input checked="" type="checkbox"/> Other (Explain below in Description of Event)			
Date(s) of Event:	Filming begins 10/24/24 and ends 11/10/24. Filming occurs Wed. - Sun. Off on Mon./Tues. Current schedule calls for Intermittent Traffic Control on 10/24; 10/25; 10/27; 11/3; 11/7 - All nights.			
Time of Event:	Date:	Start:	Date:	End: (subject to change)
Setup/Teardown time Needed	Date:	Start:	Date:	End:
Calendar Day of Week:				
Description of Event:	Filming a feature length movie written and directed by Bloomington native Angelo Pizzo. I.T.C. will be utilized during shooting. Traffic Control conducted by MSI Security and Production Assistants. Scenes involve walking, biking, and period vehicles (setting is 1962). Production vehicles as well as period cars will be on streets. Neighborhood info. via flyers (draft included) & neighborhood associations.			
Expected Number of Participants:	Up to 50 cast + crew		Expected # of vehicles (Use of Parking Spaces to close):	N/A

B.P.D. will be notified.

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

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



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

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

**6. If YOUR EVENT IS A FESTIVAL/SPECIAL COMMUNITY EVENT YOU ARE REQUIRED TO SECURE AND ATTACH, AND SUBMIT THE FOLLOWING: *Stationary Events – Closure of Streets/Sidewalks/Use of Metered Parking***

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

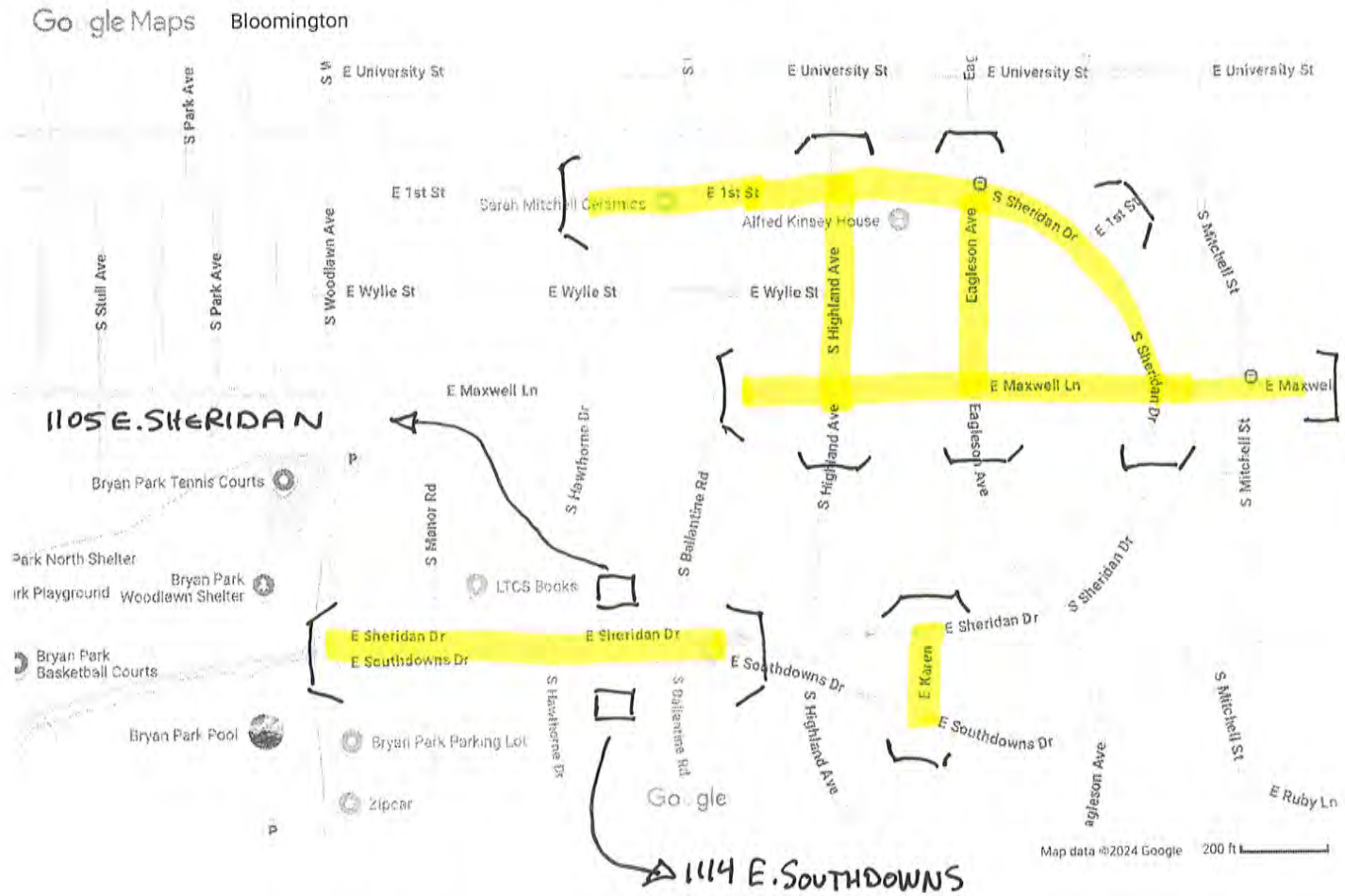
## 7. CHECKLIST

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

**FOR CITY OF BLOOMINGTON USE ONLY**

Date Received:	Received By: Economic & Sustainable Development	Date Approved:	Approved By:
	Bloomington Police		
	Bloomington Fire		
	Engineering		
	Legal		
	Parking Enforcement		
	Transit		
	Office of the Mayor		
	Utilities		
	Public Works		
	Board of Public Works		





Highlighted areas are streets to used  
( indicates I.T.C. control points  
□ Homes to be used for filming

# FILMING IN YOUR AREA



## Dates and time

---

Dear Park Ridge Residents,

This letter is to inform you that parts of a feature film will be filmed at EXACT ADDRESS on DAYS and TIMES. We will have trucks, equipment and crew in the area. We plan on parking the majority of vehicles on STREET. Most of the filming will be interior, with occasional exterior shooting. We will make our best efforts to not disturb the normal activities of the neighborhood. Roads, driveways and mailboxes will not be blocked. Please be mindful of any crew members near the street.

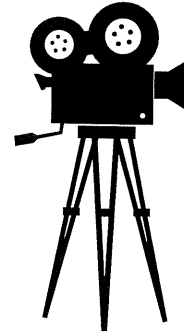
We sincerely thank you for your cooperation. If you have any concerns, please email or call. For more information on the film, please check out INSTA/WEBSITE.

Cordially,

George Huntington  
Locations Manager  
huntingtong3@gmail.com

Someone Saved My Life LLC  
something High Street  
Bloomington, IN  
phone number for productions

# FILMING IN YOUR AREA



## Dates and time

---

Dear Elm Heights and Vinegar Hill Residents,

This letter is to inform you that parts of a feature film will be filmed at EXACT ADDRESS on DAYS and TIMES. We will have trucks, equipment and crew in the area. We plan on parking the majority of vehicles on STREET. Most of the filming will be interior, with occasional exterior shooting. We will make our best efforts to not disturb the normal activities of the neighborhood. Roads, driveways and mailboxes will not be blocked. Please be mindful of any crew members near the street.

In addition to filming on REPEAT DATES, shooting on the actual street of STREET on DATE TIME will occur. We will have a team using intermittent traffic control to direct traffic. At no point will you be unable to enter or leave your home.

We sincerely thank you for your cooperation. If you have any concerns, please email or call. For more information on the film, please check out INSTA/WEBSITE.

Cordially,

George Huntington  
Locations Manager  
huntingtong3@gmail.com





SOME0-1

OP ID: LM

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/30/2024

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

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

<b>PRODUCER</b> Beyer Insurance Agency, Inc. 70 E Lake St Suite 1015 Chicago, IL 60601 Beyer Insurance Agency, Inc.	<b>312-922-5300</b>	<b>CONTACT NAME:</b> Beyer Insurance Agency, Inc. <b>PHONE (A/C, No, Ext):</b> 312-922-5300 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> lisa@beyerinsurance.com
<b>INSURED</b> Someone Saved My Life LLC 2121 S High St Bloomington, IN 47401		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Secura Insurance <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
		<b>NAIC #</b> 22543

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		CP 3418626	08/15/2024	08/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> P.D \$100k <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA 3418627	08/15/2024	08/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Phys Dmg \$ 100,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WC 3418628	08/15/2024	08/15/2025	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			CP 3418626	08/15/2024	08/15/2025	Lsd & Rtd \$ 500,000 Deductibl 2,500

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

City of Bloomington is additional insured with regards to liability coverage

## CERTIFICATE HOLDER

## CANCELLATION

City of Bloomington	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Lisa Munda</i>



## Board of Public Works Staff Report

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

**Staff Representative:** Rick Dietz

**Date:** October 1, 2024

---

### Report:

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

The Department of Information & Technology Services staff believe that the expense of labor, equipment, and fuel required to organize and transport all of this equipment for a sale or transfer, exceeds the value of the equipment. These items are identified in Exhibit A to Resolution 2024-070: Donation Lot 33 City Hall.

---

### Recommendation and Supporting Justification:

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

**Recommend:** ☒ Approval ☐ Denial by: Rick Dietz

**BOARD OF PUBLIC WORKS  
RESOLUTION 2024-070**

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

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

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

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

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

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

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

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

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

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

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



**PASSED AND ADOPTED** by the City of Bloomington Board of Public Works this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**BOARD OF PUBLIC WORKS**

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Elizabeth Karon, Vice President

\_\_\_\_\_  
James Roach, Secretary

DocuSigned by:  
Attest:  10/3/2024  
Rick Dietz, Director  
Information & Technology Services

EXHIBIT A ITS Department/City of Bloomington 2024-070 Donation Lot 33				
Asset Num	Name/Make	Device Type	Pickup Organization	Removal Date
N/A	Cisco Catalyst	48 Port Switch	Center for Sustainable Living	09/30/2024
N/A	Cisco Catalyst	48 Port Switch	Center for Sustainable Living	09/30/2024
120194	Asus Nexus	Tablet	Center for Sustainable Living	09/30/2024
1600758A	Apple Model A 1566	iPad	Center for Sustainable Living	06/01/2024
N/A	Square	Tablet Stand	Center for Sustainable Living	06/01/2024
		Box of Cat5 Cables	Center for Sustainable Living	09/30/2024



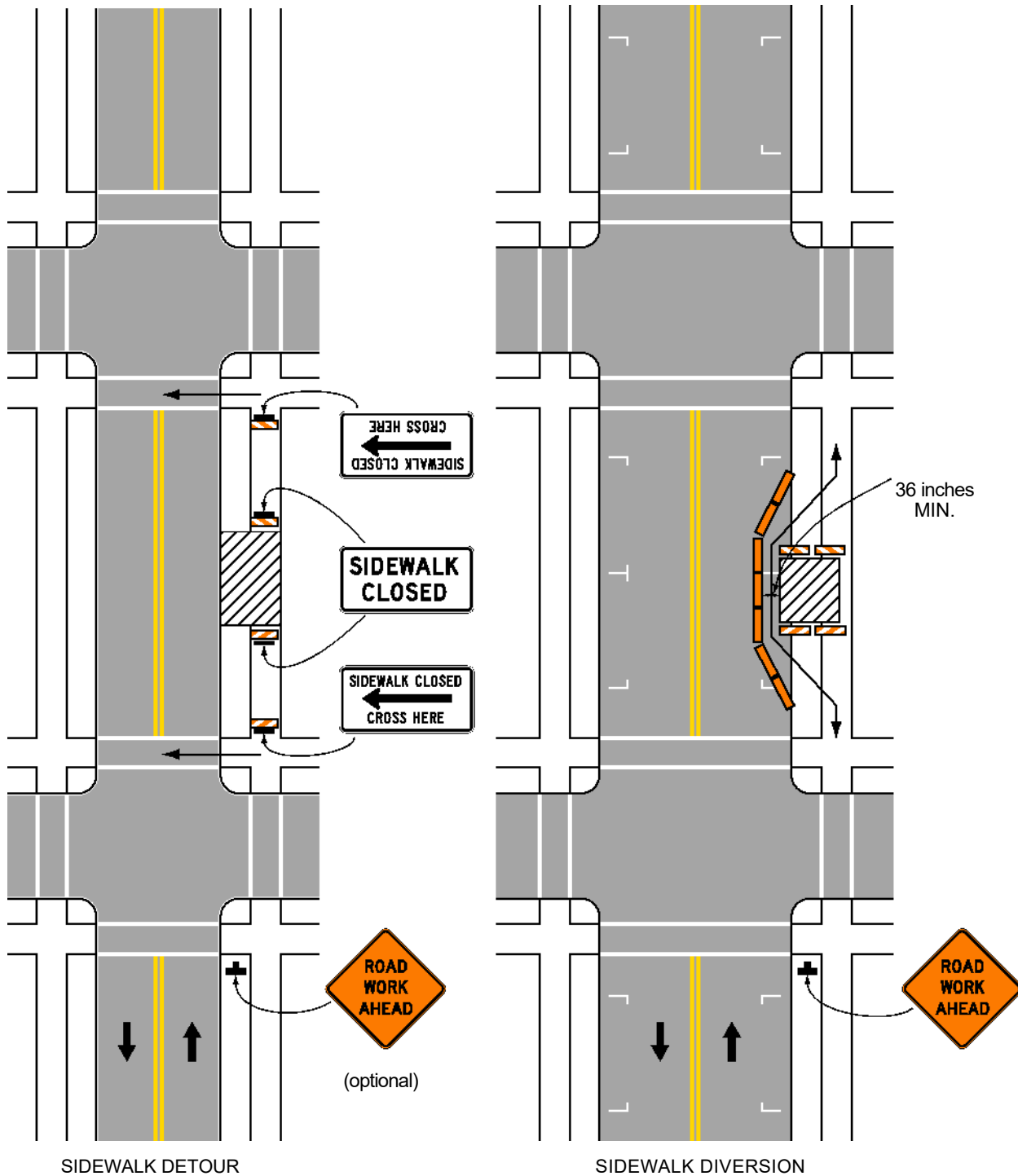
## Board of Public Works Staff Report

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<b>Project/Event:</b>	Duke Energy Request for Lane & Sidewalk Closures on W. 2nd St
<b>Staff Representative:</b>	Dashiell Schonemann-Poppeliers
<b>Petitioner/Representative:</b>	Craig Barker
<b>Date:</b>	October 8 <sup>th</sup> , 2024

---

**Report:** Duke Energy is requesting intermittent lane and sidewalk closures on W. 2nd St. between S Morton St. and S Rogers St. for the installation of temporary lighting for the city. The work is requested to occur between 10/09/2024 and 11/01/24 and the intermittent closures will occur over one week in that range. Duke Energy has supplied maintenance of traffic plans for the closures.

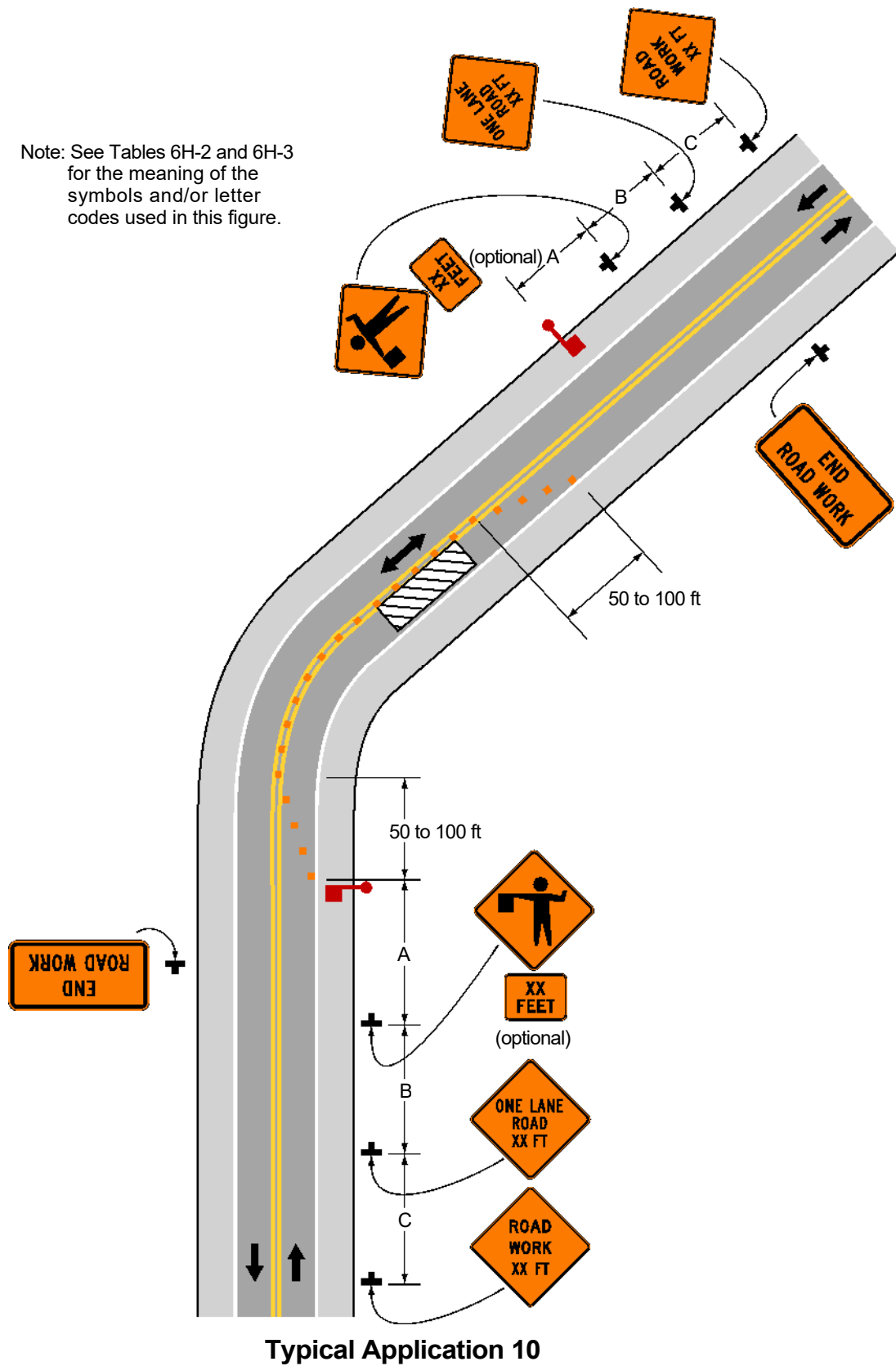
**Figure 6H-28. Sidewalk Detour or Diversion (TA-28)****Typical Application 28**

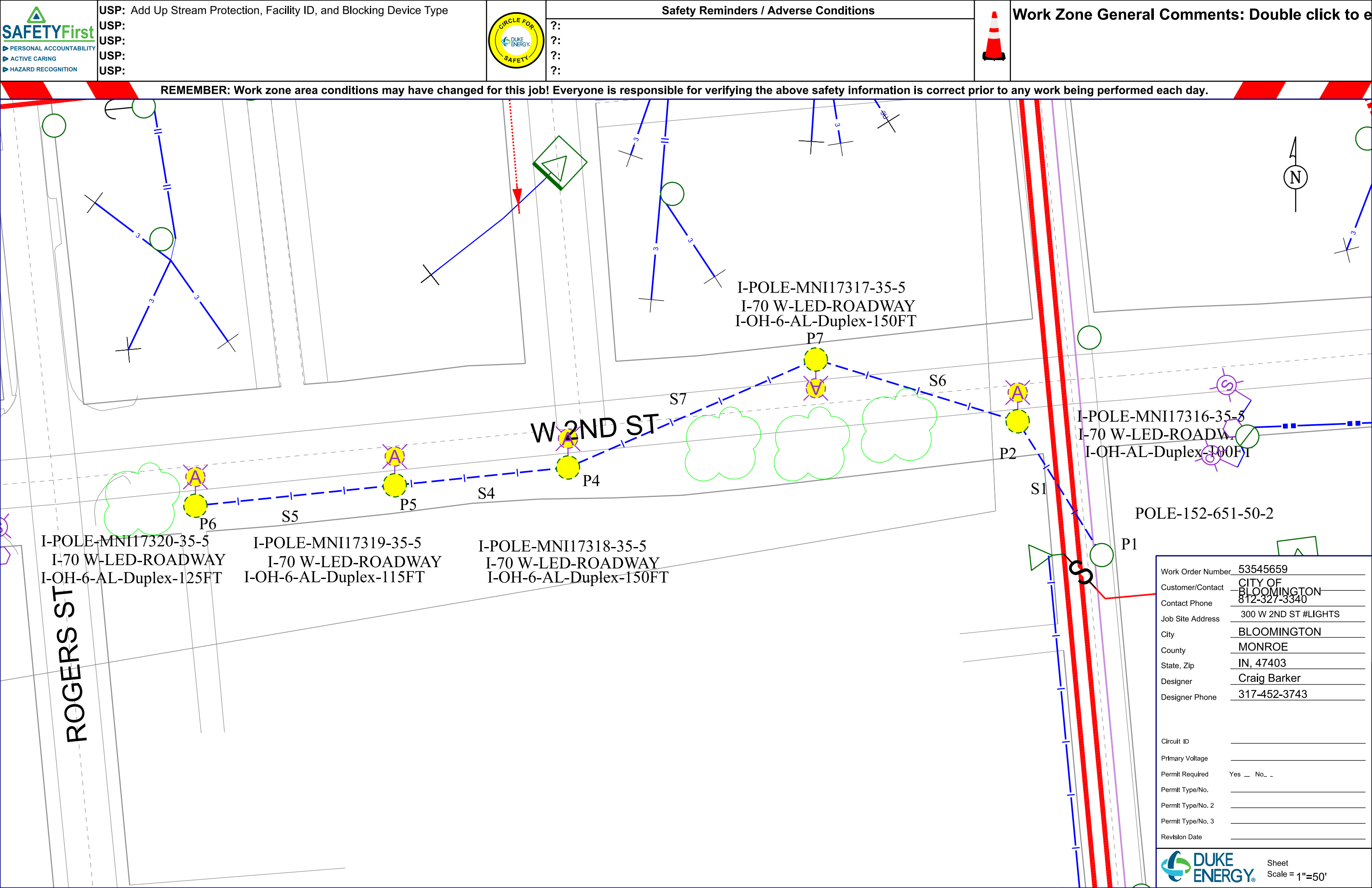
Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.



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

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







## Board of Public Works Staff Report

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**Project/Event:** W 3<sup>rd</sup> St Maintenance Project, Milling and Paving

**Petitioner/Representative:** E&B Paving

**Staff Representative:** Jason Kerr

**Date:** October 8<sup>th</sup>, 2024

---

**Request:** Approval of noise permit for W 3<sup>rd</sup> St Milling and Resurfacing in the night time hours, 8P to 7A, 10-28-2024 through 11-08-2024, weather permitting. The area is between Franklin Rd. and Patterson Dr.

---

**Report:** The City of Bloomington has the W 3<sup>rd</sup> St Maintenance Project. The contract for this project was awarded to E&B Paving. This project includes upgrading curb ramps and sidewalks. This project also includes milling and resurfacing of W 3<sup>rd</sup> St. The milling and resurfacing work will require lane shifts in both direction of travel that will impede traffic. E&B Paving is requesting to have the ability to conduct this part of the work in the night time hours in order to minimize impacts to W 3<sup>rd</sup> St traffic. The work requires 4 nights of milling and 4 nights for paving.



## NOISE PERMIT

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

### Application and Permit Information

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


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

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

### Event and Noise Information

Name of Event:	West 3rd St Curb Ramp & Resurfacing			
Location of Event:	West 3rd St - Patterson Dr to Franklin Rd			
Date of Event:	10/28/24 through 11/8/24	Time of Event:	Start: 8:00 pm	
Calendar Day of Week:	Monday Through Friday (nights)		End: 7:00 am	
Description of Event:	As part of the City of Bloomington's project West 3rd Street, E&B Paving will need to mill & resurface 3rd Street. This work will require lane shifts that will impede traffic. E&B Paving will be conducting the milling and paving operations at night time in order to minimize the impacts to traffic. This work will require up to 4 nights for milling and another 4 nights for paving weather permitting.			
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker	Will Noise be Amplified? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If Yes, to Benefit:	

### Applicant Information

Name:	Keith Spenner		
Organization:	E&B Paving, LLC	Title:	Project Manager
Physical Address:	2520 W Industrial Park Dr., Bloomington, IN 47404		
Email Address:	keith.spenner@ebpaving.com	Phone Number:	317-501-0024
Signature:		Date:	9/30/24

### FOR CITY OF BLOOMINGTON USE ONLY

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

#### BOARD OF PUBLIC WORKS

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Elizabeth Karon, Vice-President

\_\_\_\_\_  
James Roach, Secretary





## Board of Public Works Staff Report

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<b>Project/Event:</b>	Trades District Building Project
<b>Staff Representative:</b>	Kyle Baugh
<b>Petitioner/Representative:</b>	Frederick Bay
<b>Date:</b>	October 8th, 2024

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**Report:** Building Associates, Inc. is requesting an extension for lane shifts, sidewalk closures, and metered parking reservations at the corner of Madison St. and Makers Way adjacent to their constriction site in the Trades District. This request is to accommodate the placement of equipment used to access the site from the north and east sides of the building. The requested extension date is November 15<sup>th</sup>, 2024.

Building Associates, Inc. has supplied maintenance of traffic plans for all work.



October 01, 2024

Via Electronic Delivery

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

Re: W. Maker Way & N. Madison Street requested sidewalk and parking lane restrictions  
for construction of the Bloomington Trades District Technology Center

Dear Board Members:

The City of Bloomington is constructing the new Bloomington Trades District Technology Center at the corner of West Maker Way and North Madison Street here in Bloomington. Building Associates is under contract with the City of Bloomington to perform construction of the building structure and finishes included in Bid Package 02 – General Trades.

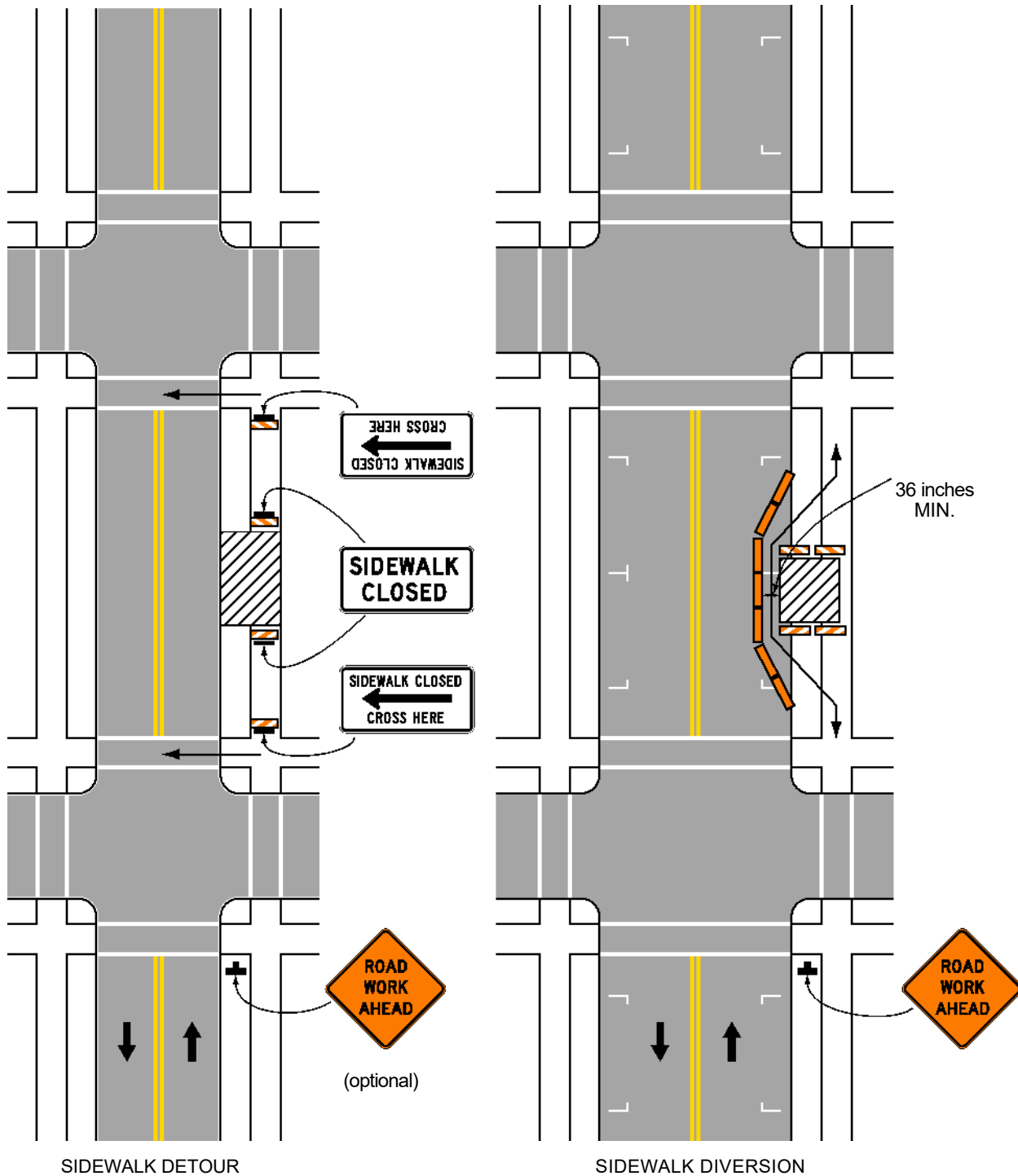
Construction of this project will require the utilization of boom type personnel lifts to complete exterior high work on the building. During construction activities it may be necessary to temporarily block the sidewalks and obstruct the parking lanes at various times throughout the upcoming weeks. It is also anticipated that the travel lane on east-bound Maker Way and south-bound travel lane on North Madison Street may be partially obstructed during rotation of, and movement of, the personnel lifts as required to safely perform this work. Building Associates, Inc. will provide signage, barriers, and spotters as needed to protect public safety and the safety of our employees and tradesmen during these activities. This work will be ongoing from October 01, 2024, through and including November 15, 2024.

Therefore, Building Associates, Inc., respectfully requests that the Board of Public Works consider and approve the restrictions and closures referenced above from October 01, 2024, through November 15, 2024, to facilitate completion of the Trades District project.

Sincerely,

A handwritten signature in black ink, reading 'Frederick W Bay'.

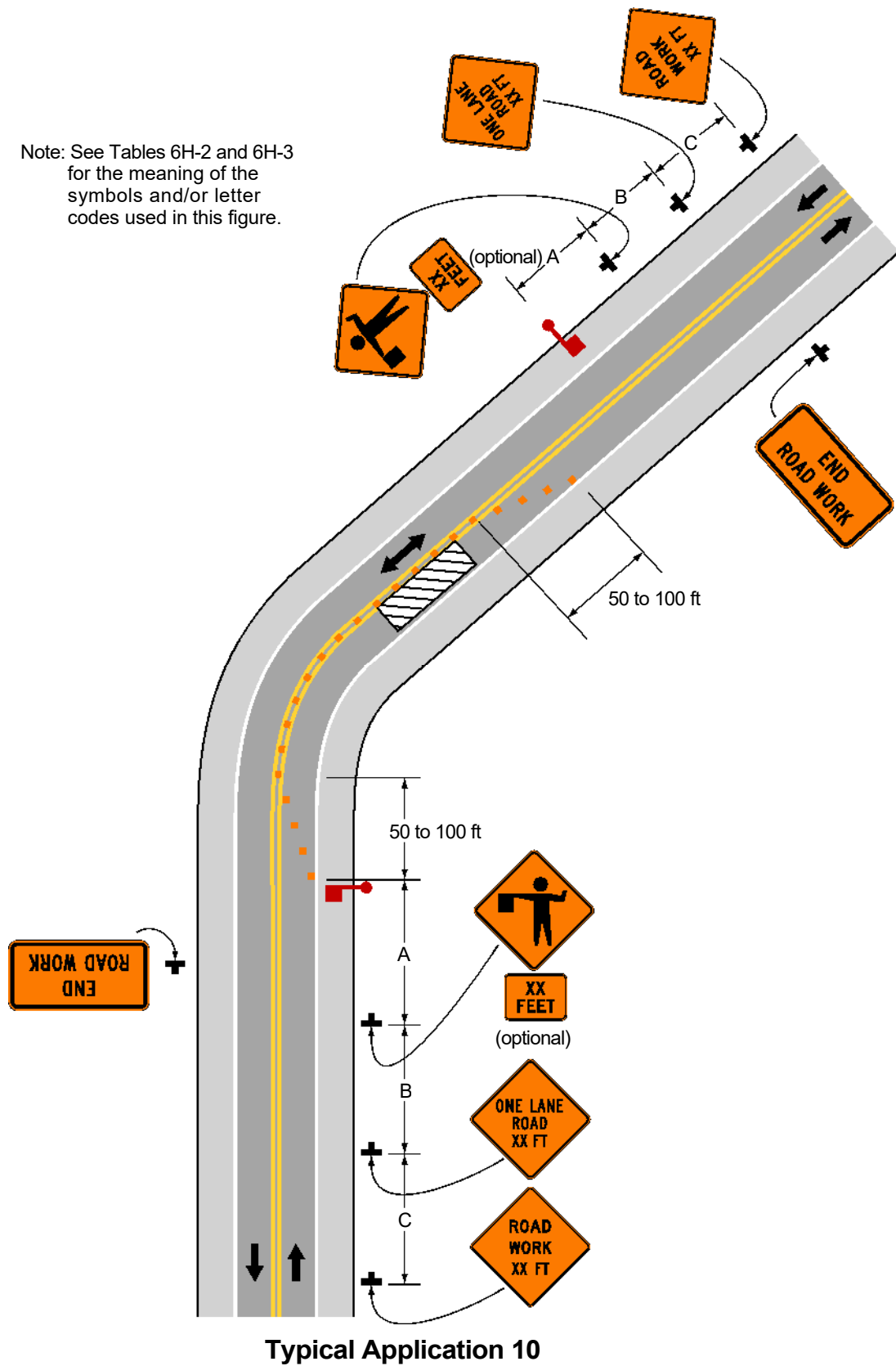
Frederick W Bay  
Senior Project Manager

**Figure 6H-28. Sidewalk Detour or Diversion (TA-28)****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.

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

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







## Board of Public Works Staff Report

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<b>Project/Event:</b>	Resolution 2024-045 Fee Waiver for Right-of-way Permit for Improvements Not Required by Bloomington Municipal Code
<b>Staff Representative:</b>	City of Bloomington Engineering
<b>Petitioner/Representative:</b>	Kyle Baugh, Engineering Field Specialist
<b>Date:</b>	October 8 <sup>th</sup> , 2024

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### Report:

The City of Bloomington is committed to enhancing the safety, functionality, and aesthetics of its transportation infrastructure. Occasionally, owners and/or contractors working on development projects propose additional improvements to the public infrastructure that are not mandated by their approved building plans but would provide significant benefits to the community. These voluntary improvements are funded entirely by the property owners, developers, and/or contractors, posing no additional cost to the city.

Resolution 2024-045 proposes to authorize the City Engineer to waive right-of-way (ROW) permit fees for permit applicants who wish to make such voluntary, beneficial improvements to the transportation infrastructure. This incentive aims to encourage contractors to undertake projects that enhance public facilities, thus improving overall infrastructure quality without burdening city finances.

### Key Points:

1. **Voluntary Improvements:** The fee waiver applies only to improvements that are not required by approved building plans or any other regulatory requirements.
2. **Public Benefit:** The improvements must be determined by the City Engineer to provide a public benefit, enhancing safety, accessibility, or functionality of the traffic infrastructure.
3. **Contractor Responsibility:** Contractors must cover all expenses related to the improvements.
4. **Regulatory Compliance:** All improvements must comply with relevant city, state, and federal regulations and standards.

**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2024-45**

**FEE WAIVER FOR RIGHT-OF-WAY PERMIT FOR IMPROVEMENTS NOT  
REQUIRED BY BLOOMINGTON MUNICIPAL CODE**

WHEREAS, in accordance with Indiana Code § 36-9-6-2, the Board of Public Works (“Board”) is empowered to supervise the streets, alleys, public grounds, and other property of the City of Bloomington (“City”), and is required to keep them in repair and good condition; and,

WHEREAS, under Bloomington Municipal Code (“BMC”) 12.08.020, any person closing, prohibiting access to, digging, cutting or excavating on or causing the same to be made in pavements or adjacent to pavements is required to apply for a right-of-way use permit; and,

WHEREAS, under BMC 12.08.030, the application and permit fees may be adjusted or waived at the discretion of the Board; and,

WHEREAS, the Board waived application and permit fees for improvements associated with the sidewalk repair and maintenance program via Resolution 2018-13; and,

WHEREAS, property owners, tenants, contractors, and others occasionally seek to make improvements to the transportation infrastructure that are not mandated by adopted policies or required for other work but would provide public benefit; and,

WHEREAS, such improvements made voluntarily and at other entities’ own expense contribute to the overall quality and development of the City’s public infrastructure; and,

WHEREAS, the Engineering Department evaluates all right-of-way use permit applications under BMC 12.08.040, including applications for portions of work that improve public infrastructure that are proposed voluntarily and in the public’s interest; and,

WHEREAS, waiving right-of-way use associated permit fees does not impact the requirement for permittees to conform to associated BMC and permit provisions, or the ability for the Engineering Department to enforce violations per BMC 12.10.

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

1. The right-of-way permit fee as required under BMC 12.08.040 is therefore waived for voluntary public improvements.
2. The improvements are required to comply with city, state, and federal regulations and standards.
3. The property owners, tenants, contractors, or others shall bear the expense of the improvement and any associated maintenance costs during the bonding period per BMC 12.08.060.

**ADOPTED THIS DAY OF OCTOBER 2024.**  
**BOARD OF PUBLIC WORKS**

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Kyla Cox Deckard, President

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Elizabeth Karon, Vice President

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James Roach, Secretary



## Board of Public Works Staff Report

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**Project/Event:** Outdoor Lighting Service Agreements with Duke Energy

**Petitioner/Representative:** Department of Public Works

**Staff Representative:** Christina Smith

**Meeting Date:** October 8, 2024

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Department of Public Works (DPW) has requested an outdoor lighting service agreement to replace nine (9) existing pedestrian scale streetlights as they are at the end of their life. There will be one (1) additional light location (E Post Rd & N Meadow Lark Ln) added to this lighting agreement for a total of ten (10) new LED streetlights within the Grandview Hills Subdivision.

**Summary of Contract:**

Location: Grandview Hills Subdivision

Fixture: Ten (10) 50 Watt LED Traditional fixtures with a black finish

Color Temperature: 3,000 Kelvin

Pole: Ten (10) Aluminum poles with a black finish

Funding Source: Local Roads and Streets Fund

Estimated Monthly Charge: \$145.80

Estimated Annual Charge: \$1,749.60

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.





## IN01 LIGHTING SERVICE AGREEMENT

Customer Information:  
GENERAL ACCT & ATWATER LED UPGRADE  
SMITHC@BLOOMINGTON.IN.GOV

..

Project Information:  
CITY OF BLOOMINGTON  
BLOOMINGTON Indiana 47401-2433

Account Number:  
9101 2296 8331

Work Order Number:  
52781142

Duke Energy Representative Contact Info:  
Craig Barker

This Lighting Service Agreement is hereby entered into this 18th day of September, 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 9/18/2024



## CONTRACT COVER MEMORANDUM

**TO:** Aleksandrina Pratt  
**FROM:** Christina Smith  
**DATE:** 10.08.2024  
**RE:** Outdoor Lighting Service Agreement with Duke Energy for  
Grandview Hills Subdivision

<b>Contract Recipient/Vendor Name:</b>	Duke Energy
<b>Department Head Initials of Approval:</b>	AW
<b>Responsible Department Staff:</b> <i>(Return signed copy to responsible staff)</i>	Christina Smith
<b>Responsible Attorney:</b> <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
<b>Record Destruction Date:</b> <i>(Legal to fill in)</i>	NA
<b>Legal Department Internal Tracking #:</b> <i>(Legal to fill in)</i>	
<b>Due Date For Signature:</b>	10.08.2024
<b>Expiration Date of Contract:</b>	NA
<b>Renewal Date for Contract:</b>	NA
<b>Total Dollar Amount of Contract:</b>	Mo. Costs \$145.80; Annual Costs \$1,749.60
<b>Funding Source:</b>	450-20-200000-53520
<b>W9/EFT Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	NA
<b>Affirmative Action Plan Complete (if applicable):</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	NA
<b>Procurement Summary Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Christina Smith

### **Summary of Contract:**

Location: Grandview Hills Subdivision

Fixture: Ten (10) 50 Watt LED Traditional fixtures with a black finish

Color Temperature: 3,000 Kelvin

Pole: Ten (10) Aluminum poles with a black finish

Funding Source: Local Roads and Streets Fund

Estimated Monthly Charge: \$145.80

Estimated Annual Charge: \$1,749.60

# City of Bloomington Contract and Purchase Justification Form

Vendor:

Contract Amount:

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

## PURCHASE INFORMATION

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

Request for Quote (RFQ)

Request for Proposal (RFP)

Sole Source

Not Applicable  
(NA)

Invitation to Bid (ITB)

Request for Qualifications  
(RFQu)

Emergency Purchase

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

Yes No

# of Submittals:

Yes No

Was the lowest cost selected? (If no,  
please state below why it was not.)

Met city requirements?

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:

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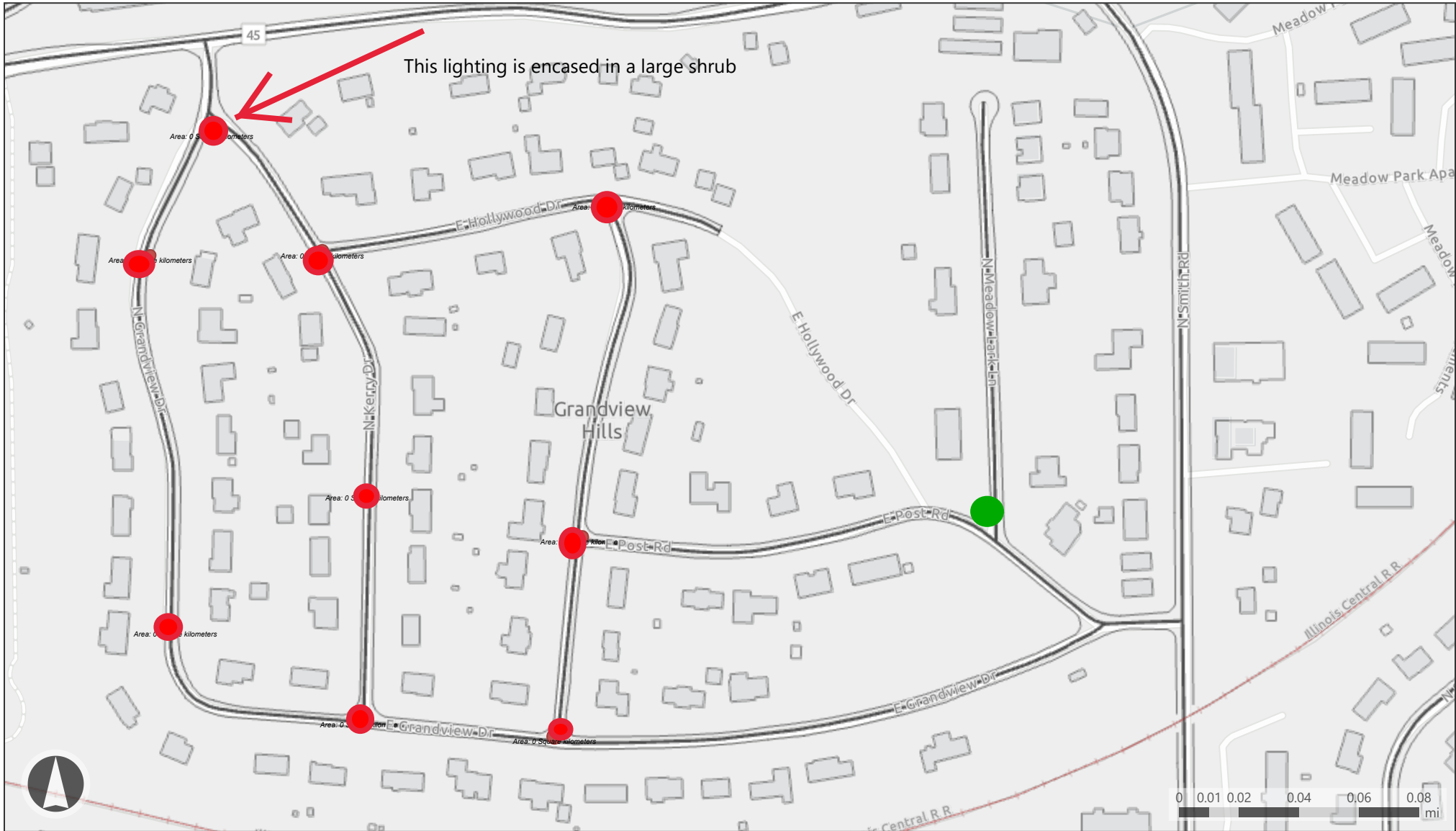
Print/Type Name

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Print/Type Title

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Department



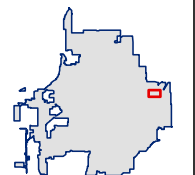
## Map Legend

Buildings  
Pavement

Railroad  
Current

Bloomington Municipal Boundary

Existing Light Locations  
Proposed New Light Location





Work Order Number	52781142
Customer/Contact	CITY OF BLOOMINGTON
Contact Phone	812-327-3340
Job Site Address	710 N KERRY DR
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47401
Designer	Craig Barker
Designer Phone	317-452-3743
Circuit ID	
Primary Voltage	
Permit Required	Yes _ No _
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Revision Date	

Sheet  
 Scale = 1"=125'

Circuit ID	_____
Primary Voltage	_____
Permit Required	Yes __ No__
Permit Type/No.	_____
Permit Type/No. 2	_____
Permit Type/No. 3	_____
Revision Date	_____

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	145.80	0.00	0.00	17496.00	145.80

Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment Rental**	Maintenance	Energy	Unit Total	Sub-Total
I	010	Light Pole Style A Direct Buried Aluminum 15ft long Bla	6.10	0.00	0.00	6.10	61.00
R	009	Light Pole Style A Direct Buried Aluminum 15ft long Bla	0.00	0.00	0.00	0.00	0.00
I	010	Light Fixture Traditional LED 50W Black Type III 3000K	5.14	2.12	1.22	8.48	84.80
R	009	Light Fixture Traditional High Pressure Sodium 100W Bla	0.00	0.00	0.00	0.00	0.00
		<b>Rental, Maintenance, F&amp;E Totals:</b>	\$112.40	\$21.20	\$12.20		
		<b>Estimated Change to Base Monthly Charge Total</b>					\$145.80

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



## 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 shown in lines above equal annual watt hours.
- Annual kWh divided by twelve (12) months equals monthly kWh.
- Annual watt hours divided by 1000 hours equal annual kilowatt hours (kWh).
- Monthly kWh times current rate per kWh equals the 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 of 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.

## Outdoor Lighting

### Traditional LED



Illuminate pathways and residential communities with the energy-efficient Traditional LED. This Colonial lantern-style fixture will add style and charm to any neighborhood or park.

<b>LED</b> <i>(Light Emitting Diode)</i>	50 watts
<b>Mounting height</b>	12'
<b>Colors</b>	Black Green
<b>Poles</b>	Style A, B, C, D, E, F
<b>Applications</b>	Neighborhoods Parks

For additional information, visit us at [duke-energy.com/OutdoorLighting](http://duke-energy.com/OutdoorLighting) or call us toll free at 866.769.6417.

## Outdoor Lighting Poles



**Style A**

Round, smooth, tapered shaft  
available in varying heights,  
anchor-based or direct buried

<b>Mounting heights</b>	12', 15', 20', 25', 30', 35'
-------------------------	---------------------------------

<b>Colors</b>	Bronze Black Gray Green*
---------------	-----------------------------------

<b>Materials</b>	Fiberglass Aluminum Steel
------------------	---------------------------------



**Style B**

Round, smooth, straight upper  
shaft with a fluted lower shaft,  
round base and rectangular  
base cover

<b>Mounting height</b>	12'
------------------------	-----

<b>Colors</b>	Black Green
---------------	----------------

<b>Material</b>	Aluminum
-----------------	----------



**Style C**

Round, fluted, straight upper  
shaft with a lower round,  
fluted, tapered base

<b>Mounting heights</b>	12', 15', 25'
-------------------------	---------------

<b>Colors</b>	Black Green
---------------	----------------

<b>Materials</b>	Aluminum Steel
------------------	-------------------



**Style D**

Fluted, tapered shaft with  
a fluted, round base

<b>Mounting height</b>	12'
------------------------	-----

<b>Colors</b>	Black Green
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<b>Materials</b>	Aluminum Fiberglass
------------------	------------------------

\*Not available in all mounting heights

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/4/2024	Payroll				593,899.10
					<u>593,899.10</u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of **1** claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of **\$ 593,899.10**

**Dated this** \_\_\_\_ **day of** \_\_\_\_\_ **year of 20** \_\_\_\_.

\_\_\_\_\_  
Kyla Cox Deckard -President

\_\_\_\_\_  
Elizabeth Karon - Vice-President

\_\_\_\_\_  
James Roach - Secretary

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

Fiscal Officer \_\_\_\_\_





## Board of Public Works Staff Report

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**Project/Event:** B-Line Extension Project, Change Orders #1, #2  
**Petitioner/Representative:** Engineering Department  
**Staff Representative:** Jason Kerr  
**Date:** October 8<sup>th</sup>, 2024

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This project will construct a multiuse path on the east side of North Fountain Drive and North Crescent Road, connecting the B-Line Trail to the multiuse path along West 17<sup>th</sup> Street. Additionally, the intersection of Crescent Road and Fountain drive will be realigned. The project has been awarded through the State to Milestone Contractors in the amount of \$3,086,223.70, of which \$2,468,978.96 of federal and state funds are being provided through INDOT and the MPO.

The following two change orders are ready for approval:

- CO #1 - Removing liquid from an abandoned tank and removal of the tank. This tank was found during installation of a storm structure on the project's south side. Change order #1 will add \$1,549.50 to the contract amount.
- CO #2 - Addition of 6" drain pipe for a low lying area on the north side of the new trail, as well as a 6" drain pipe connecting a parking lot inlet. Change order #2 will add \$2,077.20 to the contract amount.

These two change orders total \$3,626.70, bringing the new contract amount to \$3,089,850.40. No additional days are being considered with these changes. Funding for the project is through the Consolidated TIF, West 17th Street Area and is subject to approval by the RDC on October 7<sup>th</sup>, 2024.



## CONTRACT COVER MEMORANDUM

**TO:** Office of the Mayor  
**FROM:** Engineering Department  
**DATE:** October 8<sup>th</sup>, 2024  
**RE:** Approval of Change Orders #1 and #2 for the B-Line Extension Project

<b>Contract Recipient/Vendor Name:</b>	Milestone Contractors, LP
<b>Department Head Initials of Approval:</b>	Andrew Cibor
<b>Responsible Department Staff:</b> <i>(Return signed copy to responsible staff)</i>	Jason Kerr
<b>Responsible Attorney:</b> <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
<b>Record Destruction Date:</b> <i>(Legal to fill in)</i>	
<b>Legal Department Internal Tracking #:</b> <i>(Legal to fill in)</i>	
<b>Due Date For Signature:</b>	
<b>Expiration Date of Contract:</b>	November 2026
<b>Renewal Date for Contract:</b>	NA
<b>Total Dollar Amount of Contract:</b>	Original Contract Amount \$3,086,223.70 CO #1 \$1,549.50 CO #2 \$2,077.20 Updated Authorized Amount \$3,089,850.40
<b>Funding Source:</b>	439-15-159006-53990 Consolidated TIF, West 17 <sup>th</sup> Street Area
<b>W9/EFT Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	
<b>Affirmative Action Plan Complete</b> (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	
<b>Procurement Summary Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	

**Summary of Contract:** Change Orders for the B-Line Extension Project. CO #1, emptying and removal of found abandoned septic tank while installing a storm structure. CO #2 Addition of 6" drain pipe in 2 areas, one for a low lying area to the north of the trail and a second for a parking lot inlet.

# City of Bloomington Contract and Purchase Justification Form

Vendor:

Contract Amount:

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

## PURCHASE INFORMATION

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

Request for Quote (RFQ)

Request for Proposal (RFP)

Sole Source

Not Applicable  
(NA)

Invitation to Bid (ITB)

Request for Qualifications  
(RFQu)

Emergency Purchase

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

Yes No

# of Submittals:

Yes No

Was the lowest cost selected? (If no,  
please state below why it was not.)

Met city requirements?

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:

---

Print/Type Name

---

Print/Type Title

---

Department

CHANGE ORDER REQUEST FORM

CONTRACT NO. R-40293

DATE OF SUBMISSION May 8, 2024

PROJECT DESCRIPTION <i>(route / intersection / bridge no(s).)</i>	B Line Trail Extension
CHANGE ORDER REQUEST SUMMARY DESCRIPTION	During installation of structure 12 Milestone discovered an abandon septic tank full of liquid
PROPOSED SOLUTION SUMMARY	Remove liquid from the tank and dispose of and remove concrete tank

NOTE: Upon request from Engineer, enter detailed description on page 2.

ONSET DATE OF CHANGE	April 24, 2024	CHANGE ORDER TYPE	104.03 Extra Work
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PROPOSED COST AND TIME ADJUSTMENT

COST

COST INCREASE / (DECREASE):

\$1,549.50  
~~1551.87~~

The cost adjustment shall include lump sum and/or estimated totaled unit-priced item costs. Attach a separate sheet of unit price items including item description, unit of measurement, estimated quantity and unit price.

CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF COST CHANGE:

☐ 109.03 Altered Quantities☒ 109.05(a) Agreed Price☐ 109.05(b) Force Account☐ 109.05.02 Delay Costs

PROPOSED COST CHANGE INCLUDES: ☒ Labor☐ Material☒ Equipment☐ Lease Agreement☒ Subcontractor

TIME ADJUSTMENT

INCREASE / (DECREASE):

(work days)

0

CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF TIME CHANGE:

☐ 108.08(a) Excusable, Non-Compensable☒ 108.08(b) Excusable, Compensable

NOTE: If **Compensable**, attach details based on 109.05.2(a) Allowable Delay Costs.

SUPPLEMENTAL INFORMATION

Additional information.

CHANGE ORDER ORIGATION:	<input checked="" type="checkbox"/> INDOT / LPA <input checked="" type="checkbox"/> Contractor
DOCUMENTS AFFECTED:	
<input type="checkbox"/> Contract Specifications (ref. doc name/no.)	NA
<input type="checkbox"/> Contract Plans (ref. doc name/no.)	NA
CHANGE ORDER AFFECTS DBE PARTICIPATION:	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no (if yes, attach details) GLS is a DBE that we didn't use as part of our goal. See attached quote



## CHANGE ORDER REQUEST FORM

**CONTRACT NO.**

**R-40293**

### UPON WRITTEN REQUEST FROM THE ENGINEER, PROVIDE ADDITIONAL DETAIL

DATE RECEIVED REQUEST FOR ADDITIONAL DETAIL	[Select Date]	SUBMITTAL DATE OF ADDITIONAL DETAIL	[Select Date]
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#### DETAILED DESCRIPTION / JUSTIFICATION:

*(Include location(s), actions of contractor, owner, and other stakeholders, key events and related cause(s), discoveries, discussions, meetings, and effect on the contract if no action is taken. Also include references to key documents attached or available to support this change order request.)*

Click here to enter text.

#### PROPOSED SOLUTION – ADDITIONAL DETAILS:

*(Include proposed scope of work, means & methods, materials, equipment, utility relocation required, subcontracted scope and the effect on the contract schedule. Also include references to attached documents including, but not limited to, sketches, calculations, photos, material information, and submittals and meeting minutes.)*

Click here to enter text.

## SIGNATURE

**Contractor:**

Name: (print) Brent Foster \_\_\_\_\_

(signature) \_\_\_\_\_ Date: 4-25-24 \_\_\_\_\_

*NOTE: The Contractor should retain a signed copy of this document for record.*

**CONTRACT NO.**

**R-40293**

**ATTACHMENT: UNIT PRICE ITEMS DETAIL**

Attach or paste a unit price item detail.

Cost Report

Activity Resource	Description	Pcs	Quantity Unit	Unit Cost	Labor	Equip- ment	Material	Supplies	Sub- Contract	Trucking	Total
BID ITEM = 1			Land Item	SCHEDULE: 1	100						
Description =	UNDERGROUND STORAGE TANK, LIQUID WASTE D		Unit =	GAL	Takeoff Quan:	950.000		Engr Quan:		950.000	
1	UNDERGROUND STORAGE TANK, LIQUID WASTE D		Quan:	950.00	GAL	Hrs/Shft:	10.00	Cal:	510	WC:	1
GLS- 2 hr travel, 2 hour on site, \$200 dump +12%, 30 water fee											
BLANK	(Mod) Blank Crew	1.00	CH	Prod:	0.1000	S	Lab Pcs:	0.00	Eqp Pcs:	0.00	
4SS	SEPTIC SUB	1.00	1.00 LS		1,174.000					1,174	1,174
BID ITEM = 2			Land Item	SCHEDULE: 1	100						
Description =	UST REMOVE AND DISPOSE UNDER 3000 GAL EA		Unit =	EA	Takeoff Quan:	1.000		Engr Quan:		1.000	
2	UST REMOVE AND DISPOSE UNDER 3000 GAL		Quan:	1.00	EA	Hrs/Shft:	10.00	Cal:	510	WC:	1
											**Unreviewed
GLS- 2 hr travel, 2 hour on site, \$200 dump +12%, 30 water fee											
BLANK	(Mod) Blank Crew	1.00	CH	Prod:	0.1000	S	Lab Pcs:	2.00	Eqp Pcs:	1.00	
8EX1	Excavator - Small 5435	1.00	1.00 HR		94.950		95				95
HSUP41-81	Hourly Superintendent 41/8	1.00	1.00 MH		40.650		77				77
OPR841	operator841	1.00	1.00 MH		34.850		71				71
\$242.86	2.0000 MH/EA		2.0000MH	[ 83.06 ]		148	95				243
0.1000	Shifts *	10.0000	Un/Shift	0.5000	Unit/MH	147.91	94.95				242.86
====>	Item Totals:	2	- UST REMOVE AND DISPOSE UNDER 3000 GAL EA								
\$242.86	2.0000 MH/EA		2.00MH	[ 83.06 ]		148	95				243
242.860	1 EA					147.91	94.95				242.86
\$1,416.86	*** Report Totals ***	2.00	MH			148	95			1,174	1,417

>>> indicates Non Additive Activity  
-----Report Notes:-----  
The estimate was prepared with TAKEOFF Quantities.  
This report shows TAKEOFF Quantities with the resources.


'Unreviewed' Activities are marked.

Cost Report

Activity Resource	Description	Quantity Pcs	Unit Unit	Unit Cost	Labor	Equip- ment	Material	Supplies	Sub- Contract	Trucking	Total
<hr/>											
<b>BID ITEM = 2</b>											
Description = UST REMOVE AND DISPOSE UNDER 3000 GAL EA											
Land Item SCHEDULE: 1 100											
Unit = EA Takeoff Quan: 1.000 Engr Quan: 1.000											
Bid Date: Owner: Engineering Firm:											
Estimator-In-Charge:											
<hr/>											
JOB DOES NOT HAVE NOTES											
<hr/>											

\* on units of MH indicate average labor unit cost was used rather than base rate.  
[ ] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens  
In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%  
-----Calendar Codes-----  
508 40 HR WEEK (5 X 8)  
509 45 HR WEEK (5 X 9)  
510 50 HR WEEK (5 X 10) (Default Calendar)  
511 55 HR WEEK (5 X 11)  
512 60 HR WEEK (5 X 12)  
513 65 HR WEEK (5 X 13)  
514 70 HR WEEK (5 X 14)  
608 48 HR WEEK (6 X 8)  
609 54 HR WEEK (6 X 9)  
610 60 HR WEEK (6 X 10)  
611 66 HR WEEK (6 X 11)  
612 72 HR WEEK (6 X 12)  
613 78 HR WEEK (6 X 13)  
614 84 HR WEEK (6 X 14)  
800 SATURDAY ONLY (TIME & 1/2)  
900 SUNDAY ONLY (DOUBLE TIME)



	<b>Milestone Contractors, L.P.</b> 4755 West Arlington Rd. Bloomington, IN 47404 Phone: (812) 330-2037 Fax: (812) 330-2118		<b>PCO Pricing Sheet</b>				
	<a href="http://www.milestonelp.com">www.milestonelp.com</a>				<b>Date:</b> May 8, 2024		
				<b>Pages:</b> 1			
<b>To:</b> Crossroads		<b>Project:</b> R-40293					
Attn: Mr. Charles Stewert							
		<b>Description:</b> UNDERGROUND STORAGE TANK LIQUID WASTE DISPOSAL TYPE A					
<b>Est. No.</b>							
		<b>Ref:</b>					
		<b>Qty:</b> 950.00 GAL					
<b>Labor:</b>							
Total Labor Cost from Estimate Sheet:							\$ -
				Labor Subtotal			\$ -
<b>Equipment:</b>							
Total Equipment Cost from Estimate Sheet:							\$ -
				Equipment Subtotal			\$ -
<b>Material:</b>							
Total Material Cost from Estimate Sheet:							\$ -
				Material Subtotal			\$ -
<b>Trucking</b>							
Total Trucking cost from Attached Sheets:							\$ -
Trucking							\$ -
				Trucking Subtotal			\$ -
<b>Subcontractor</b>							
Total Trucking cost from Attached Sheets:							\$ 1,174.00
				Subcontractor Subtotal			\$ 1,174.00
				Subtotal			\$ 1,174.00
				Bond (.75% rate)		10%	\$ 9.69
				Labor Markup		20%	\$ -
				Equipment Markup		12%	\$ -
				Material Markup		12%	\$ -
				Trucking Markup		12%	\$ -
				Subcontract Markup		7%	\$ 82.18
				<b>Total</b>			<b>\$ 1,265.87</b>
				<b>Unit Price</b>			<b>\$ 1.33</b>
ANY ITEM NOT SPECIFICALLY STATED ABOVE SHALL BE CONSIDERED NOT INCLUDED IN OUR PROPOSAL. PLEASE CALL FOR CLARIFICATIONS OR IF ADDITIONAL PRICING IS REQUESTED.							
Signature represents acceptance of this Proposal.							
<b>Signed:</b>							
<b>Date:</b> April 25, 2024							
<b>Terms:</b> Upon Receipt							
<b>Submitted By:</b> Dwight Cline		<b>Approved By:</b>					
		<b>Printed:</b>					Date
							Date

	<b>Milestone Contractors, L.P.</b> 4755 West Arlington Rd. Bloomington, IN 47404 Phone: (812) 330-2037 Fax: (812) 330-2118		<b>PCO Pricing Sheet</b>				
	<a href="http://www.milestonelp.com">www.milestonelp.com</a>				<b>Date:</b> May 8, 2024		
				<b>Pages:</b> 1			
<b>To:</b> Crossroads		<b>Project:</b> R-40293					
Attn: Mr. Charles Stewart							
		<b>Description:</b> UST REMOVE AND DISPOSE UNDER 3000 GAL					
<b>Est. No.</b>							
		<b>Ref:</b>					
		<b>Qty:</b> 1.00 EA					
<b>Labor:</b>							
Total Labor Cost from Estimate Sheet:							\$ 148.00
				Labor Subtotal			\$ 148.00
<b>Equipment:</b>							
Total Equipment Cost from Estimate Sheet:							\$ 95.00
				Equipment Subtotal			\$ 95.00
<b>Material:</b>							
Total Material Cost from Estimate Sheet:							\$ -
				Material Subtotal			\$ -
<b>Trucking</b>							
Total Trucking cost from Attached Sheets:							\$ -
Trucking				Trucking Subtotal			\$ -
<b>Subcontractor</b>							
Total Trucking cost from Attached Sheets:							\$ -
				Subcontractor Subtotal			\$ -
				Subtotal			\$ 243.00
				Bond (.75% rate)		10%	\$ 2.00
				Labor Markup		20%	\$ 29.60
				Equipment Markup		12%	\$ 11.40
				Material Markup		12%	\$ -
				Trucking Markup		12%	\$ -
				Subcontract Markup		7%	\$ -
				<b>Total</b>			<b>\$ 286.00</b>
				<b>Unit Price</b>			<b>\$ 286.00</b>
ANY ITEM NOT SPECIFICALLY STATED ABOVE SHALL BE CONSIDERED NOT INCLUDED IN OUR PROPOSAL.							
PLEASE CALL FOR CLARIFICATIONS OR IF ADDITIONAL PRICING IS REQUESTED.							
Signature represents acceptance of this Proposal.							
<b>Signed:</b>							
<b>Date:</b> April 25, 2024							
<b>Terms:</b> Upon Receipt							
<b>Submitted By:</b> Dwight Cline		<b>Approved By:</b>				Date	
		<b>Printed:</b>				Date	

Equipment Details							Rental Rate Blue Book®					Adjustments							
ID	Equipment Type	Size Class	Manufacturer	Model	Year	Serial Number	Configuration/Notes	Adjusted Hourly Ownership Cost	Hourly Operating Cost	Standby	Idling	Revision	Region	Age	Ownership	Operating	Unadjusted Monthly Rate	Adjusted Monthly Rate	FHWA Hourly Rate
75118	Crawler Mounted Hydraulic Excavators	14.5 - 16.4 mt	Caterpillar	315	2022	WKX20414	Bucket Capacity:0.7 , Horsepower:108 , Operating Weight:34000 , Power Mode:Diesel	USD \$64.82	USD \$32.80	USD \$32.41	USD \$73.09	2024-04-01	Indiana: 94.3%	99.94%	100%	100%	USD \$12,105.00	USD \$11,408.37	USD \$97.62
75119	Crawler Mounted Hydraulic Excavators	14.5 - 16.4 mt	Caterpillar	315	2022	WKX20416	Bucket Capacity:0.7 , Horsepower:108 , Operating Weight:34000 , Power Mode:Diesel	USD \$64.82	USD \$32.80	USD \$32.41	USD \$73.09	2024-04-01	Indiana: 94.3%	99.94%	100%	100%	USD \$12,105.00	USD \$11,408.37	USD \$97.62
75120	Crawler Mounted Hydraulic Excavators	14.5 - 16.4 mt	Caterpillar	315	2022	WKX20425	Bucket Capacity:0.7 , Horsepower:108 , Operating Weight:34000 , Power Mode:Diesel	USD \$64.82	USD \$32.80	USD \$32.41	USD \$73.09	2024-04-01	Indiana: 94.3%	99.94%	100%	100%	USD \$12,105.00	USD \$11,408.37	USD \$97.62
75121	Crawler Mounted Hydraulic Excavators	14.5 - 16.4 mt	Caterpillar	315	2022	WKX20432	Bucket Capacity:0.7 , Horsepower:108 , Operating Weight:34000 , Power Mode:Diesel	USD \$64.82	USD \$32.80	USD \$32.41	USD \$73.09	2024-04-01	Indiana: 94.3%	99.94%	100%	100%	USD \$12,105.00	USD \$11,408.37	USD \$97.62
75122	Crawler Mounted Hydraulic Excavators	50.5 - 66.4 mt	Caterpillar	349F	2019	RYG20763	Horsepower:417.0 , Operating Weight:117500.0 , Power Mode:Diesel / 2022 - 349-07C	USD \$108.42	USD \$79.20	USD \$54.21	USD \$140.33	2024-04-01	Indiana: 94.3%	100%	100%	100%	USD \$20,235.00	USD \$19,081.61	USD \$187.62
75145	Crawler Mounted Hydraulic Excavators	14.5 - 16.4 mt	Case	CX145D SR	2023	DAC145K7NNS7E2620	Horsepower:102.0 , Operating Weight:32100 , Power Mode:Diesel	USD \$44.56	USD \$24.88	USD \$22.28	USD \$52.37	2024-04-01	Indiana: 94.3%	99.97%	100%	100%	USD \$8,320.00	USD \$7,843.24	USD \$69.44
75146	Crawler Mounted Hydraulic Excavators	14.5 - 16.4 mt	Caterpillar	315	2023	WKX21961	Bucket Capacity:0.7 , Horsepower:108 , Operating Weight:34000 , Power Mode:Diesel	USD \$64.84	USD \$32.80	USD \$32.42	USD \$73.11	2024-04-01	Indiana: 94.3%	99.97%	100%	100%	USD \$12,105.00	USD \$11,411.35	USD \$97.64
75147	Crawler Mounted Hydraulic Excavators	14.5 - 16.4 mt	Caterpillar	315	2023	WKX22166	Bucket Capacity:0.7 , Horsepower:108 , Operating Weight:34000 , Power Mode:Diesel	USD \$64.84	USD \$32.80	USD \$32.42	USD \$73.11	2024-04-01	Indiana: 94.3%	99.97%	100%	100%	USD \$12,105.00	USD \$11,411.35	USD \$97.64
75148	Crawler Mounted Hydraulic Excavators	14.5 - 16.4 mt	Caterpillar	315	2023	WKX21851	Bucket Capacity:0.7 , Horsepower:108 , Operating Weight:34000 , Power Mode:Diesel	USD \$64.84	USD \$32.80	USD \$32.42	USD \$73.11	2024-04-01	Indiana: 94.3%	99.97%	100%	100%	USD \$12,105.00	USD \$11,411.35	USD \$97.64
75149	Crawler Mounted Hydraulic Excavators	14.5 - 16.4 mt	Caterpillar	315	2023	WKX21854	Bucket Capacity:0.7 , Horsepower:108 , Operating Weight:34000 , Power Mode:Diesel	USD \$64.84	USD \$32.80	USD \$32.42	USD \$73.11	2024-04-01	Indiana: 94.3%	99.97%	100%	100%	USD \$12,105.00	USD \$11,411.35	USD \$97.64
75155	Crawler Mounted Hydraulic Excavators	14.5 - 16.4 mt	Caterpillar	315	2023	WKX21855	Bucket Capacity:0.7 , Horsepower:108 , Operating Weight:34000 , Power Mode:Diesel	USD \$64.84	USD \$32.80	USD \$32.42	USD \$73.11	2024-04-01	Indiana: 94.3%	99.97%	100%	100%	USD \$12,105.00	USD \$11,411.35	USD \$97.64
75156	Crawler Mounted Hydraulic Excavators	14.5 - 16.4 mt	Caterpillar	315	2023	WKX22348	Bucket Capacity:0.7 , Horsepower:108 , Operating Weight:34000 , Power Mode:Diesel	USD \$64.84	USD \$32.80	USD \$32.42	USD \$73.11	2024-04-01	Indiana: 94.3%	99.97%	100%	100%	USD \$12,105.00	USD \$11,411.35	USD \$97.64
75159	Crawler Mounted Hydraulic Excavators	24.5 - 28.4 mt	Case	CX245D SR	2023	DAC245K7NPS7K1560	Horsepower:160.0	USD \$62.29	USD \$35.50	USD \$31.15	USD \$74.54	2024-04-01	Indiana: 94.3%	99.97%	100%	100%	USD \$11,630.00	USD \$10,963.57	USD \$97.79
75161	Crawler Mounted Hydraulic Excavators	28.5 - 33.4 mt	Caterpillar	330	2023	WCH30215	Bucket Capacity:2.3 , Horsepower:272.0 , Operating Weight:68100.0 , Power Mode:Diesel	USD \$72.34	USD \$47.88	USD \$36.17	USD \$93.16	2024-04-01	Indiana: 94.3%	99.97%	100%	100%	USD \$13,505.00	USD \$12,731.12	USD \$120.22
75162	Crawler Mounted Hydraulic Excavators	28.5 - 33.4 mt	Caterpillar	330	2023	WCH30454	Bucket Capacity:2.3 , Horsepower:272.0 , Operating Weight:68100.0 , Power Mode:Diesel	USD \$72.34	USD \$47.88	USD \$36.17	USD \$93.16	2024-04-01	Indiana: 94.3%	99.97%	100%	100%	USD \$13,505.00	USD \$12,731.12	USD \$120.22
75163	Crawler Mounted Hydraulic Excavators	33.5 - 40.4 mt	Caterpillar	335	2023	XBE10363	Bucket Capacity:2.01 , Horsepower:273 , Operating Weight:77000 , Power Mode:Diesel	USD \$79.03	USD \$49.90	USD \$39.52	USD \$99.92	2024-04-01	Indiana: 94.3%	99.97%	100%	100%	USD \$14,755.00	USD \$13,909.49	USD \$128.93
75169	Crawler Mounted Hydraulic Excavators	40.5 - 50.4 mt	Caterpillar	352	2023	KXH10104	Bucket Capacity:3.61 , Horsepower:424 , Operating Weight:110500 , Power Mode:Diesel	USD \$100.86	USD \$69.77	USD \$50.43	USD \$133.31	2024-04-01	Indiana: 94.3%	99.97%	100%	100%	USD \$18,830.00	USD \$17,750.98	USD \$170.63
75170	Crawler Mounted Hydraulic Excavators	33.5 - 40.4 mt	Caterpillar	336	2023	EFH00558	Bucket Capacity:3.0 , Horsepower:311.0 , Operating Weight:81900.0 , Power Mode:Diesel	USD \$85.81	USD \$56.02	USD \$42.90	USD \$109.61	2024-04-01	Indiana: 94.3%	99.97%	100%	100%	USD \$16,020.00	USD \$15,102.01	USD \$141.83
75171	Crawler Mounted Hydraulic Excavators	33.5 - 40.4 mt	Caterpillar	336	2023	GDZ00230	Bucket Capacity:3.0 , Horsepower:311.0 , Operating Weight:81900.0 , Power Mode:Diesel / Cat 340	USD \$85.81	USD \$56.02	USD \$42.90	USD \$109.61	2024-04-01	Indiana: 94.3%	99.97%	100%	100%	USD \$16,020.00	USD \$15,102.01	USD \$141.83
75172	Crawler Mounted Hydraulic Excavators	33.5 - 40.4 mt	Caterpillar	335	2023	XBE20053	Bucket Capacity:2.01 , Horsepower:273 , Operating Weight:77000 , Power Mode:Diesel	USD \$79.03	USD \$49.90	USD \$39.52	USD \$99.92	2024-04-01	Indiana: 94.3%	99.97%	100%	100%	USD \$14,755.00	USD \$13,909.49	USD \$128.93
75173	Crawler Mounted Hydraulic Excavators	33.5 - 40.4 mt	Caterpillar	335	2023	XBE20084	Bucket Capacity:2.01 , Horsepower:273 , Operating Weight:77000 , Power Mode:Diesel	USD \$79.03	USD \$49.90	USD \$39.52	USD \$99.92	2024-04-01	Indiana: 94.3%	99.97%	100%	100%	USD \$14,755.00	USD \$13,909.49	USD \$128.93
75174	Crawler Mounted Hydraulic Excavators	21.5 - 24.4 mt	Caterpillar	325	2023	TEL30098	Bucket Capacity:1.2 , Horsepower:174 , Operating Weight:49604 , Power Mode:Diesel	USD \$69.87	USD \$38.81	USD \$34.94	USD \$83.19	2024-04-01	Indiana: 94.3%	99.97%	100%	100%	USD \$13,045.00	USD \$12,297.48	USD \$108.68
75175	Crawler Mounted Hydraulic Excavators	21.5 - 24.4 mt	Caterpillar	325	2023	TEL30266	Bucket Capacity:1.2 , Horsepower:174 , Operating Weight:49604 , Power Mode:Diesel	USD \$69.87	USD \$38.81	USD \$34.94	USD \$83.19	2024-04-01	Indiana: 94.3%	99.97%	100%	100%	USD \$13,045.00	USD \$12,297.48	USD \$108.68
75183	Crawler Mounted Hydraulic Excavators	33.5 - 40.4 mt	Deere	350G LC	2019	1FF350GXHKF813605	Horsepower:299.0 , Operating Weight:34.7 , Power Mode:Diesel	USD \$70.33	USD \$49.24	USD \$35.17	USD \$93.21	2024-04-01	Indiana: 94.3%	99.9%	100%	100%	USD \$13,140.00	USD \$12,378.50	USD \$119.57
75187	Crawler Mounted Hydraulic Excavators	14.5 - 16.4 mt	Caterpillar	315	2023	WKX30411	Bucket Capacity:0.7 , Horsepower:108 , Operating Weight:34000 , Power Mode:Diesel	USD \$64.84	USD \$32.80	USD \$32.42	USD \$73.11	2024-04-01	Indiana: 94.3%	99.97%	100%	100%	USD \$12,105.00	USD \$11,411.35	USD \$97.64
75194	Crawler Mounted Hydraulic Excavators	21.5 - 24.4 mt	Caterpillar	325	2023	TEL30311	Bucket Capacity:1.2 , Horsepower:174 , Operating Weight:49604 , Power Mode:Diesel	USD \$69.87	USD \$38.81	USD \$34.94	USD \$83.19	2024-04-01	Indiana: 94.3%	99.97%	100%	100%	USD \$13,045.00	USD \$12,297.48	USD \$108.68
75203	Crawler Mounted Hydraulic Excavators	33.5 - 40.4 mt	Deere	350G LC	2023	1FF350GXAMF815418	Horsepower:299.0 , Operating Weight:34.7 , Power Mode:Diesel	USD \$70.38	USD \$49.24	USD \$35.19	USD \$93.26	2024-04-01	Indiana: 94.3%	99.97%	100%	100%	USD \$13,140.00	USD \$12,387.04	USD \$119.62
75207	Crawler Mounted Hydraulic Excavators	33.5 - 40.4 mt	Caterpillar	336	2024	GDZ20025	Bucket Capacity:3.0 , Horsepower:311.0 , Operating Weight:81900.0 , Power Mode:Diesel	USD \$85.83	USD \$56.02	USD \$42.92	USD \$109.63	2024-04-01	Indiana: 94.3%	100%	100%	100%	USD \$16,020.00	USD \$15,106.86	USD \$141.85
75208	Crawler Mounted Hydraulic Excavators	33.5 - 40.4 mt	Caterpillar	336	2024	EFH10703	Bucket Capacity:3.0 , Horsepower:311.0 , Operating Weight:81900.0 , Power Mode:Diesel	USD \$85.83	USD \$56.02	USD \$42.92	USD \$109.63	2024-04-01	Indiana: 94.3%	100%	100%	100%	USD \$16,020.00	USD \$15,106.86	USD \$141.85
75209	Crawler Mounted Hydraulic Excavators	40.5 - 50.4 mt	Caterpillar	352	2024	KXH10674	Bucket Capacity:3.61 , Horsepower:424 , Operating Weight:110500 , Power Mode:Diesel	USD \$100.89	USD \$69.77	USD \$50.45	USD \$133.34	2024-04-01	Indiana: 94.3%	100%	100%	100%	USD \$18,830.00	USD \$17,756.69	USD \$170.66



**MBE • DBE CERTIFIED**

◇ GLS, Inc ◇ 900 Coffey St ◇ Indianapolis, IN 46221 ◇  
Scheduling 317-538-2976 ◇ 317-767-5883  
Estimating 317-726-7019 ◇ Accounting 317-292-9622

Below are the Hydro Vac and Jetting Rates for 2024

Description	Rate
Vac Truck and (1) Operator - hourly	\$255.00
Combo Jetter and (1) Operator – Hourly	\$255.00
OT hourly-after 8 hours	\$310.00
Port to Port Travel - hourly	\$205.00
Pipe Chase Truck (Day Rate)	\$385.00
Dump fee	Cost + 12%
Water usage *Unless provided by customer*	\$30/load

\*4-HR billed minimum

\*All time over 8 hours & Saturday work will be billed at the OT rate

\*No Sundays or holidays included in these rates

\*Permits, locates and jobsite access provided by customer

\*Any unforeseen delays or change of scope will be billed at T&M rates

\*Not responsible for contaminated or suspect soils

GLS, Inc. is certified as an MBE with the City of Indianapolis, as well as DBE and INDOT Certified with the State of Indiana and Federal Government.

We look forward to working with you. If you should have any questions, please contact me.

Respectfully,

Amy Kelly  
Business Development Manager  
317-726-7019  
a.kelly@glsindy.com



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

**Contract Information**

Contract No.: R -40293	Letting Date:01/18/2024		
District:SEYMOUR DISTRICT	AE:Wren, Rachel	PE/S:Stewart, Charles	Status:Pending

**Change Order Information**

Change Order No.: 001	EWA: Y or Force Acct: N
Date Generated: 07/15/2024	Date Approved: 00/00/0000
Reason Code: CHANGED COND, Environmental Related	

Description: Septic Tank Removal

Original Contract Amount	\$ 3,086,223.70	
Current Change Order Amount	\$ 1,549.50	Percent: 0.050 %
Total Previous Approved Changes	\$ 0.00	Percent: 0.000 %
Total Change To-Date	\$ 1,549.50	Percent: 0.050 %
Modified Contract Amount	\$ 3,087,773.20	

**Time Extension Information**

Date Initiated 00/00/0000	Date Completed 00/00/0000
---------------------------	---------------------------

Original Contract Time	SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
	SP Date 00/00/0000 or SP Days
	(SS = Standard Specification, SP = Special Provision)

**Time Element Description:**

Current Time Extension	SS Days 0 SP Days 0	SP Days Value \$ 0.00
------------------------	---------------------	-----------------------

Previous Time Approved	SS Days by AE:_____ DCE:_____ SCE:_____ DDCM:_____
	SS Days_____ SP Days Value \$ _____

Revised Contract Time	SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
	SS Date 00/00/0000 or SP Days 0

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

**Review and Approval Information**

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

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

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

Scope/Design Recommendation Y / N If Y, Referred to Project Manager(PM) \_\_\_\_\_  
Required?

Date to PM \_\_\_\_\_ Date Returned \_\_\_\_\_

Approval Authority Concurs with PM? Y / N If Y, Concurrence by \_\_\_\_\_ Date \_\_\_\_\_

If N,Resolution: Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

Resolved by \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

Field Engineer \_\_\_\_\_ Date \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract No:R -40293

INDIANA

Date:08/13/2024

Change Order No:001

Department of Transportation

Page: 3

Contract: R -40293  
Project: 1700735 - State:1700735  
Change Order Nbr: 001  
Change Order Description: Septic Tank Removal  
Reason Code: CHANGED COND, Environmental Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0114	1700735	0114	202-04345	GAL	1.330	950.000	C	Amount:\$ 1,263.50
Item Description: UST LIQUID WASTE DISPOSAL TYPE A								
Supplemental Description1: Septic Tank Liquid								
Supplemental Description2:								
0115	1700735	0115	202-05823	EACH	286.000	1.000	C	Amount:\$ 286.00
Item Description: UST REMOVE AND DISPOSE UNDER 3000 GAL								
Supplemental Description1: Septic Tank								
Supplemental Description2:								

Total Value for Change Order 001 = \$ 1,549.50

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

General or Standard Change Order Explanation

In rewiweing the original bid items and standard specifications this septic tank was not known about during bid time and therefore no work was anticipated in order for the storm sewer to be installed per plan.

General or Standard Change Order Explanation

The City of Bloomington requested Milestone submit pricing to hire a subcontractor to vaccum out the debris and Milestone would then remove the concrete tank. The line items being used in this change order are existing INDOT pay items but using past history bid tabs was not viable as the N value was not greater than thirty. Milestone provided the hourly rates for the DBE sub being used to vaccum out the tank where there was a four hour minimum charge which line up with Milestone subcontractor listing on their price sheet. The equipment and man hours to remove the tank by Milestone were justified as they were only charging one hour for this work. Milestone pricing is attached and has been reviewed by CRE for correctness. There is no time adjustment required for this change order.

General or Standard Change Order Explanation

A contract time adjustment is not required for this change.

General or Standard Change Order Explanation

During installation of the pipe run to the detention basin from Storm Sewer Structure No. 12 the contractor discovered an old septic tank that had debris inside of it. This septic tank was in direct conflict with the proposed flow line and proposed pipe run. After discussion at the progress meeting on April 24 2024 between the City of Bloomington, CRE and INDOT AE it was determined that the septic tank needed removed and vacted out to allow the storm pipe to be installed.

**Change Order Explanation for Specific Line Item**

\*\*\*\*\*

It is the intent of the parties that this change order is full and complete compensation for the work describe above.

Notification and consent to this change order is hereby acknowledged.

Contractor:\_\_\_\_\_

Signed By:\_\_\_\_\_

Date:\_\_\_\_\_

\*\*\*\*\*

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

\*\*\*\*\*

APPROVED FOR LOCAL PUBLIC AGENCY

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

\*\*\*\*\*

SUBMITTED FOR CONSIDERATION

PE/S \_\_\_\_\_

\*\*\*\*\*

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

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



CHANGE ORDER REQUEST FORM

CONTRACT NO. R-40293

DATE OF SUBMISSION August 20, 2024

PROJECT DESCRIPTION <i>(route / intersection / bridge no(s).)</i>	B Line Trail Extension
CHANGE ORDER REQUEST SUMMARY DESCRIPTION	Low area on the north side of trail holding water
PROPOSED SOLUTION SUMMARY	Install a 6 inch drain to the new ditch of the south side of trail

NOTE: Upon request from Engineer, enter detailed description on page 2.

ONSET DATE OF CHANGE	July 25, 2024	CHANGE ORDER TYPE	104.02 Changed Conditions
----------------------	---------------	-------------------	---------------------------

PROPOSED COST AND TIME ADJUSTMENT

COST

COST INCREASE / (DECREASE):

\$

\$2,077.20

The cost adjustment shall include lump sum and/or estimated totaled unit-priced item costs. Attach a separate sheet of unit price items including item description, unit of measurement, estimated quantity and unit price.

CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF COST CHANGE:

☐ 109.03 Altered Quantities

☒ 109.05(a) Agreed Price

☐ 109.05(b) Force Account

☐ 109.05.02 Delay Costs

PROPOSED COST CHANGE INCLUDES:

☒ Labor

☐ Material

☒ Equipment

☐ Lease Agreement

☒ Subcontractor

TIME ADJUSTMENT

INCREASE / (DECREASE):

(work days)

Click here to enter text.

CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF TIME CHANGE:

☐ 108.08(a) Excusable, Non-Compensable

☒ 108.08(b) Excusable, Compensable

NOTE: If **Compensable**, attach details based on 109.05.2(a) Allowable Delay Costs.

SUPPLEMENTAL INFORMATION

Additional information.

CHANGE ORDER ORIGATION:	<input checked="" type="checkbox"/> INDOT / LPA	<input checked="" type="checkbox"/> Contractor
DOCUMENTS AFFECTED:		
<input type="checkbox"/> Contract Specifications (ref. doc name/no.)	Click here to enter text.	
<input type="checkbox"/> Contract Plans (ref. doc name/no.)	Click here to enter text.	
CHANGE ORDER AFFECTS DBE PARTICIPATION:	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no (if yes, attach details)	

CONTRACT NO.

R 40293

**UPON WRITTEN REQUEST FROM THE ENGINEER, PROVIDE ADDITIONAL DETAIL**

<b>DATE RECEIVED REQUEST FOR ADDITIONAL DETAIL</b>	[Select Date]	<b>SUBMITTAL DATE OF ADDITIONAL DETAIL</b>	[Select Date]
--	---------------	--	---------------

**DETAILED DESCRIPTION / JUSTIFICATION:**

*(Include location(s), actions of contractor, owner, and other stakeholders, key events and related cause(s), discoveries, discussions, meetings, and effect on the contract if no action is taken. Also include references to key documents attached or available to support this change order request.)*

[Click here to enter text.](#)**PROPOSED SOLUTION – ADDITIONAL DETAILS:**

*(Include proposed scope of work, means & methods, materials, equipment, utility relocation required, subcontracted scope and the effect on the contract schedule. Also include references to attached documents including, but not limited to, sketches, calculations, photos, material information, and submittals and meeting minutes.)*

[Click here to enter text.](#)**SIGNATURE****Contractor:**

Name: (print) \_\_\_\_\_

(signature) \_\_\_\_\_ Date: \_\_\_\_\_

*NOTE: The Contractor should retain a signed copy of this document for record.*

**CONTRACT NO.**

**R 40293**

**ATTACHMENT: UNIT PRICE ITEMS DETAIL**

Attach or paste a unit price item detail.

Cost Report

Activity Resource	Description	Pcs	Quantity Unit	Unit Cost	Labor	Equip- ment	Material	Supplies	Sub- Contract	Trucking	Total
<div><div>BID ITEM = 1</div><div>Description = 6" PVC</div></div> <div>Land Item SCHEDULE: 1 100 Unit = LF Takeoff Quan: 60.000 Engr Quan: 60.000</div>											
1	6" PVC		Quan: 60.00 LF		Hrs/Shft: 10.00	Cal: 510	WC: 1				
	BLANK (Mod) Blank Crew		3.00 CH	Prod: 0.3000 S		Lab Pcs: 3.10		Eqp Pcs: 2.00			
245	6 " 45	1.00	2.00 EA	43.390			87				87
26	COUPLING 6 " coupling	1.00	1.00 EA	16.190			16				16
26	GRATE 6" grate	1.00	1.00 EA	11.460			11				11
26	PVC 6 " PVC	1.00	60.00 LF	5.240			314				314
290	6 " 90	1.00	1.00 EA	175.880			176				176
8EX1	Excavator - Small 5435	1.00	3.00 HR	70.970		213					213
8LO4	Skid Steer 52479	1.00	3.00 HR	95.340		286					286
HSUP41-81	Hourly Superintendent 41/8	1.10	3.30 MH	40.650	254						254
LAB	laborers (all except 41/81)	1.00	3.00 MH	27.400	161						161
OPR841	operator841	1.00	3.00 MH	34.850	213						213
\$1,731.20	0.1550 MH/LF		9.3000MH	[ 5.883 ]	628	499	605				1,731
0.3000	Shifts *	200.0000	Un/Shift	6.4516 Unit/MH	10.46	8.32	10.08				28.85
<div>====&gt; Item Totals: 1 - 6" PVC</div> <div>\$1,731.20 0.1550 MH/LF 9.30MH [ 5.883 ] 628 499 605 1,731</div> <div>28.853 60 LF 10.46 8.32 10.08 28.85</div>											
\$1,731.20	*** Report Totals ***	9.30	MH		628	499	605				1,731

>>>> indicates Non Additive Activity  
-----Report Notes:-----  
The estimate was prepared with TAKEOFF Quantities.  
This report shows TAKEOFF Quantities with the resources.

Bid Date: Owner: Engineering Firm:  
Estimator-In-Charge:

JOB DOES NOT HAVE NOTES

\* on units of MH indicate average labor unit cost was used rather than base rate.  
[ ] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens



Cost Report


Activity Resource	Description	Quantity Pcs	Unit Unit	Unit Cost	Labor	Equip- ment	Material	Supplies	Sub- Contract	Trucking	Total
----------------------	-------------	-----------------	--------------	--------------	-------	----------------	----------	----------	------------------	----------	-------

BID ITEM = 1 Land Item SCHEDULE: 1 100  
Description = 6" PVC Unit = LF Takeoff Quan: 60.000 Engr Quan: 60.000

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

-----Calendar Codes-----

- 508 40 HR WEEK (5 X 8)
- 509 45 HR WEEK (5 X 9)
- 510 50 HR WEEK (5 X 10) (Default Calendar)
- 511 55 HR WEEK (5 X 11)
- 512 60 HR WEEK (5 X 12)
- 513 65 HR WEEK (5 X 13)
- 514 70 HR WEEK (5 X 14)
- 608 48 HR WEEK (6 X 8)
- 609 54 HR WEEK (6 X 9)
- 610 60 HR WEEK (6 X 10)
- 611 66 HR WEEK (6 X 11)
- 612 72 HR WEEK (6 X 12)
- 613 78 HR WEEK (6 X 13)
- 614 84 HR WEEK (6 X 14)
- 800 SATURDAY ONLY (TIME & 1/2)
- 900 SUNDAY ONLY (DOUBLE TIME)

	<b>Milestone Contractors, L.P.</b> 4755 West Arlington Rd. Bloomington, IN 47404 Phone: (812) 330-2037 Fax: (812) 330-2118		<b>PCO Pricing Sheet</b>					
	<a href="http://www.milestonelp.com">www.milestonelp.com</a>				<b>Date:</b> August 1, 2024			
				<b>Pages:</b> 1				
<b>To:</b> Crossroads		<b>Project:</b> R-40293						
Attn: Mr. Charles Stewart								
		<b>Description:</b> 6" PVC						
<b>Est. No.</b>								
		<b>Ref:</b>						
		<b>Qty:</b> 60.00 LF						
<b>Labor:</b>								
Total Labor Cost from Estimate Sheet:						\$ 628.00		
				Labor Subtotal		\$ 628.00		
<b>Equipment:</b>								
Total Equipment Cost from Estimate Sheet:						\$ 499.00		
				Equipment Subtotal		\$ 499.00		
<b>Material:</b>								
Total Material Cost from Estimate Sheet:						\$ 605.00		
				Material Subtotal		\$ 605.00		
<b>Trucking</b>								
Total Trucking cost from Attached Sheets:						\$ -		
Trucking				Trucking Subtotal		\$ -		
<b>Subcontractor</b>								
Total Trucking cost from Attached Sheets:						\$ -		
				Subcontractor Subtotal		\$ -		
				Subtotal		\$ 1,732.00		
				Bond (.75% rate)		10% \$ 14.29		
				Labor Markup		20% \$ 125.60		
				Equipment Markup		12% \$ 59.88		
				Material Markup		12% \$ 72.60		
				Trucking Markup		12% \$ 72.60		
				Subcontract Markup		7% \$ -		
				<b>Total</b>		<b>\$ 2,076.97</b>		
				<b>Unit Price</b>		<b>\$ 34.62</b>		
ANY ITEM NOT SPECIFICALLY STATED ABOVE SHALL BE CONSIDERED NOT INCLUDED IN OUR PROPOSAL.								
PLEASE CALL FOR CLARIFICATIONS OR IF ADDITIONAL PRICING IS REQUESTED.								
Signature represents acceptance of this Proposal.								
<b>Signed:</b>								
<b>Date:</b> August 1, 2024								
<b>Terms:</b> Upon Receipt								
<b>Submitted By:</b> Dwight Cline		<b>Approved By:</b>				Date		
		<b>Printed:</b>				Date		

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

**Contract Information**

Contract No.: R -40293	Letting Date:01/18/2024		
District:SEYMOUR DISTRICT	AE:Wren, Rachel	PE/S:Stewart, Charles	Status:Pending

**Change Order Information**

Change Order No.: 002	EWA: Y or Force Acct: N
Date Generated: 08/23/2024	Date Approved: 00/00/0000
Reason Code: CHANGED COND, Constructability Related	

Description: PVC Pipe

Original Contract Amount	\$ 3,086,223.70	
Current Change Order Amount	\$ 2,077.20	Percent: 0.067 %
Total Previous Approved Changes	\$ 0.00	Percent: 0.000 %
Total Change To-Date	\$ 2,077.20	Percent: 0.067 %
Modified Contract Amount	\$ 3,088,300.90	

**Time Extension Information**

Date Initiated 00/00/0000	Date Completed 00/00/0000
---------------------------	---------------------------

Original Contract Time	SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
	SP Date 00/00/0000 or SP Days
	(SS = Standard Specification, SP = Special Provision)

## Time Element Description:

Current Time Extension	SS Days 0 SP Days 0	SP Days Value \$ 0.00
------------------------	---------------------	-----------------------

Previous Time Approved	SS Days by AE:_____ DCE:_____ SCE:_____ DDCM:_____
	SS Days_____ SP Days Value \$ _____

Revised Contract Time	SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
	SS Date 00/00/0000 or SP Days 0

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

**Review and Approval Information**

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

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

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

Scope/Design Recommendation Y / N If Y, Referred to Project Manager(PM) \_\_\_\_\_  
Required?

Date to PM \_\_\_\_\_ Date Returned \_\_\_\_\_

Approval Authority Concurs with PM? Y / N If Y, Concurrence by \_\_\_\_\_ Date \_\_\_\_\_

If N,Resolution: Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

Resolved by \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

Field Engineer \_\_\_\_\_ Date \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Contract No:R -40293

INDIANA

Date:08/30/2024

Change Order No:002

Department of Transportation

Page: 3

Contract: R -40293  
 Project: 1700735 - State:1700735  
 Change Order Nbr: 002  
 Change Order Description: PVC Pipe  
 Reason Code: CHANGED COND, Constructability Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0116	1700735	0116	715-91361	LFT	34.620	60.000	C	Amount:\$ 2,077.20

Item Description: PIPE PVC 6 IN

Supplemental Description1:

Supplemental Description2:

Total Value for Change Order 002 = \$ 2,077.20

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

General or Standard Change Order Explanation

A contract time adjustment is not required for this change.

General or Standard Change Order Explanation

During excavation for Subgrade Treatment Type IV at approximately station 28+38 "P" a clay tile was discovered, which was shown on plan sheet 22 but the depth was unknown. The clay tile coming from Str. 16A was shallow and in the middle of the 12" subgrade that is to be installed. There was investigation into this pipe to see if it could be removed but it is an active storm sewer for the business at 1820 Fountain Drive. With it being an active storm sewer it was determined that the contractor needed to submit pricing to roll down this 6" clay tile with 6" PVC pipe to get it below subgrade depth and outlet the storm sewer into the roadside ditch. After a rain event it was also discovered that there is a low spot behind the trail at approximately station 26+30 "P" that will be holding water after the path is paved which could result in ponding on private property. After review with the Bloomington project manager they decided they wanted Milestone to install a 6" PVC drain in the low spot and pipe it under the trail to the roadside ditch.

General or Standard Change Order Explanation

In reviewing the original bid items and standard specifications the clay tile coming from Str. 16A was to be expected but wasn't meant to be in conflict with the proposed pavement section. The low area that will hold water at 26+30 "P" was discovered because of a rain event and the City wants to address it as they don't want trap water on private property. Both of these circumstances were unforeseen and will require additional work from Milestone to install the trail subgrade correctly at 28+38 "P" and also to provide the City with the final product they desire at 26+30 "P"

General or Standard Change Order Explanation

The City of Bloomington requested Milestone submit pricing for 6" PVC pipe to address the concerns at both locations. The line item being used in this change order is an existing INDOT pay item but using past history bid tabs was not viable as the N value was not greater than thirty. The inspection team performed their own cost analysis before Milestone submitted their unit price and the estimated cost we determined was \$3,936.63 which came in \$1,859.43 higher than what the contractor submitted. Milestone pricing is attached and has been reviewed by CRE for correctness. There is no time adjustment required for this change order. A work order for this work was distributed to Milestone to complete work prior to a fully executed change order.

**Change Order Explanation for Specific Line Item**

\*\*\*\*\*

It is the intent of the parties that this change order is full and complete compensation for the work describe above.

Notification and consent to this change order is hereby acknowledged.

Contractor: Milestone contractors

Signed By: \_\_\_\_\_

Date: 9/26/24

\*\*\*\*\*

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

\*\*\*\*\*

APPROVED FOR LOCAL PUBLIC AGENCY

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

\*\*\*\*\*

SUBMITTED FOR CONSIDERATION

PE/S \_\_\_\_\_

\*\*\*\*\*

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORATION

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



## Board of Public Works Staff Report

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**Project/Event:** Approval of Construction Engineering Contract with Resolution Group, Inc. for the Crosswalk Improvements Phase 2 Project

**Petitioner/Representative:** Engineering Department

**Staff Representative:** Neil Kopper, Senior Project Engineer

**Date:** 10/08/2024

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**Report:** This project will construct improved pedestrian curb ramps and crosswalks at four different locations (11th-Monroe, 11th-Adams, Kinser near Parrish, Liberty north of SR45). This project has been prioritized for federal funding participation for preliminary engineering, construction, and construction engineering. Construction is expected in 2025.

Resolution Group, Inc. was selected through a Request for Proposals to perform construction engineering for this project. Compensation for these construction engineering services is set at a not-to-exceed amount of \$64,800.

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<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	N/A	N/A
Design Services Contract	Approved	12/20/2022
ROW Services Contract	N/A	N/A
Public Need Resolution	N/A	N/A
<b>Construction Inspection Contract</b>	<b>Current Item</b>	<b>10/08/2024</b>
Construction Contract	N/A - INDOT	TBD



## CONTRACT COVER MEMORANDUM

**TO:** Office of the Mayor  
**FROM:** Engineering Department  
**DATE:** 10/2/2024  
**RE:** Approval of Construction Engineering Contract with Resolution Group, Inc. for the Crosswalk Improvements Phase 2 Project

<b>Contract Recipient/Vendor Name:</b>	Resolution Group, Inc.
<b>Department Head Initials of Approval:</b>	Andrew Cibor
<b>Responsible Department Staff:</b> <i>(Return signed copy to responsible staff)</i>	Neil Kopper
<b>Responsible Attorney:</b> <i>(Return signed copy to responsible attorney)</i>	Aleks Pratt
<b>Record Destruction Date:</b> <i>(Legal to fill in)</i>	
<b>Legal Department Internal Tracking #:</b> <i>(Legal to fill in)</i>	
<b>Due Date For Signature:</b>	10/8/2024
<b>Expiration Date of Contract:</b>	Estimated 12/2/2026
<b>Renewal Date for Contract:</b>	N/A
<b>Total Dollar Amount of Contract:</b>	\$64,800
<b>Funding Source:</b>	601-07-070000-54310
<b>W9/EFT Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	In progress
<b>Affirmative Action Plan Complete (if applicable):</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	In progress
<b>Procurement Summary Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

**Summary of Contract:** This project will construct improved pedestrian curb ramps and crosswalks at four different locations (11th-Monroe, 11th-Adams, Kinser near Parrish, Liberty north of SR45). This project has been prioritized for federal funding participation for preliminary engineering, construction, and construction engineering. Construction is expected in 2025. Resolution Group, Inc. was selected through a Request for Proposals to perform construction engineering for this project. Compensation for these construction engineering services is set at a not-to-exceed amount of \$64,800.



## City of Bloomington Contract and Purchase Justification Form

Vendor: Resolution Group, Inc.

Contract Amount: \$64,800

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

### PURCHASE INFORMATION

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

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

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

	Yes	No	
# of Submittals: 1			Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Qualifications-based selection (required by INDOT in order to utilize federal funds) based on responses to RFP.
Was an evaluation team used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Was scoring grid used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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

RGI was selected for this contract based on an evaluation of their response to the RFP.

Neil Kopper

Senior Project Engineer

Engineering

Print/Type Name

Print/Type Title

Department

## **LPA - CONSULTING CONTRACT**

This Contract ("this Contract") is made and entered into effective as of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date") by and between City of Bloomington, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and Resolution Group, Inc. ("the CONSULTANT"), [a corporation organized under the laws of the State of Indiana].

Des. No.: 2200014

Project Description: CE Services for the Crosswalks Safety Phase 2 Project

### **RECITALS**

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

**SECTION I SERVICES BY CONSULTANT.** The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

**SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA.** The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

**SECTION III TERM.** The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be **July 1, 2025**. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

**SECTION IV COMPENSATION.** The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$ 64,800.00.**

**SECTION V NOTICE TO PROCEED AND SCHEDULE.** The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

## **SECTION VI      GENERAL PROVISIONS**

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration (“FHWA”) or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
  
2. **Assignment; Successors.**
  - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA’s prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
  
  - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise (“DBE”) SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT’s Economic Opportunity Division Director.
  
3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.
  
4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.
  
5. **Certification for Federal-Aid Contracts Lobbying Activities.**
  - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
    - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

- 6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

## 7. **Compliance with Laws.**

- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
  - i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
  - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
  - iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
  - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.
  - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT’s SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA’s request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT’S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
  - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT’s liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA’s reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA’s reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, “deficiencies”) until all deficiencies are remedied in a timely manner.



**9. Confidentiality of LPA Information.**

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

- 10. Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them 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 the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

**11. DBE Requirements.**

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

**12. Non-Discrimination.**

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) **Compliance with Regulations:** The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
  - (2) **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
  - (3) **Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
  - (4) **Information and Reports:** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
  - (5) **Sanctions for Noncompliance:** In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
    - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
    - (b) cancellation, termination or suspension of the Contract, in whole or in part.
  - (6) **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

**13. Disputes.**

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

**14. Drug-Free Workplace Certification.**

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
  - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

**15. Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

The LPA may terminate for default if the CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by the LPA.

**16. Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.



17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
  - A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
  - B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
  - C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

#### I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

#### II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

#### III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
  - a. United States Longshoremen & Harbor workers
  - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

23. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

Neil Kopper, Senior Project Engineer  
City of Bloomington  
401 N. Morton Street  
Bloomington, IN 47402

Notices to the CONSULTANT shall be sent to:

Resolution Group, Inc.  
7155 Shadeland Station Way #160  
Indianapolis, IN 46256

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

**28. Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:

- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
- ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
- iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.

**29. Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

**30. Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:

**31. Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.

**32. Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.

**33. Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.

**34. Termination for Convenience.**

- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
- B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.



**35. Termination for Default.**

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
    - 1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
    - 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
    - 3. Make progress so as to endanger performance of this Contract; or
    - 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
  - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

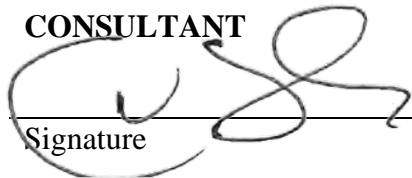
36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

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**Non-Collusion.**


The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

**CONSULTANT**

  
Signature

David Replogle, Principal  
(Print or type name and title)

Attest:


  
Signature

Dawn Replogle, Principal  
(Print or type name and title)

**LOCAL PUBLIC AGENCY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Kyla Cox Deckard, President, Board of Public Works

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Elizabeth Karon, Vice President, Board of Public Works

\_\_\_\_\_  
Signature

\_\_\_\_\_  
James Roach, Secretary, Board of Public Works

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Kerry Thomson, Mayor

## APPENDIX "A"

### SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

#### 1.0 ENGINEERING PERSONNEL

For the fulfillment of all services outlined in Section 2.0 below of this Appendix, the CONSULTANT shall provide one (1) full time Resident Project Representative and additional inspectors, as required, to complete the construction project and final construction report.

The qualifications and experiences of personnel provided by the CONSULTANT are subject to approval by the LPA and the Indiana Department of Transportation (INDOT) and no personnel shall be assigned to the project until LPA and INDOT approval is obtained.

The Resident Project Representative shall take directions from and report to the INDOT Area Engineer and LPA Project Coordinator on all matters concerning contract compliance and administration.

The Resident Project Representative shall coordinate project activities with the LPA's Project Coordinator and INDOT Area Engineer.

#### 2.0 DESCRIPTION OF SERVICES

2.1 Construction Schedule: Review the construction schedule prepared by the Contractor for compliance with the Contract and give to the LPA detailed documentation concerning its acceptability.

2.2 Conferences: Attend pre-construction conferences as directed by the LPA, arrange a schedule of progress meetings, and such other job conferences as required for the timely and acceptable conduct of the job, and submit such schedules prepared, to the LPA for notification to those who are expected to attend. Record for the LPA, as directed, minutes of such meetings.

The CONSULTANT shall be available for conferences as requested by the LPA, State, and Federal Highway Administration to review working details of the project. The LPA, State and Federal Highway Administration may review and inspect the activities whenever desired during the life of the Agreement.

2.3 Liaison: Serve as the LPA's liaison with the contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting in liaison capacity, the Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to insure that all provisions therein are complied with. Any deviation observed shall be reported to the LPA and INDOT by the Resident Project Representative.

2.4 Cooperate with the LPA in dealing with the various Federal, State and Local Agencies having jurisdiction over the project.

2.5 Assist the LPA and INDOT in obtaining from the Contractor a list of his proposed

- suppliers and subcontractors.
- 2.6 Assist the LPA and INDOT in obtaining from the Contractor additional details or information when needed at the job site for proper execution of work.
- 2.7 Equipment: Furnish all equipment necessary to sample and test materials in accordance with INDOT procedures.
- 2.8 Samples: Obtain field samples of materials delivered to the site as required by the State and deliver such samples to the appropriate INDOT laboratory office.
- 2.9 Shop Drawings
  - 2.9.1 Receive shop drawings and falsework drawings and then forward to the Design Consultant or INDOT for review.
  - 2.9.2 Record receipt of reviewed shop and falsework drawings, specifications and other submissions and maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents.
  - 2.9.3 Alert the Contractor's field superintendent when it is observed that materials or equipment are being or about to be used or installed before review of shop drawings or samples, where such are required, and advise the LPA and INDOT when he believes it is necessary to disapprove work as failing to conform to the Contract Documents.
- 2.10 Review of Work, Inspection and Tests
  - 2.10.1 Conduct on-site inspections for the LPA of the work in progress as a basis for determining that the project is proceeding in accordance with the Contract Documents.
  - 2.10.2 Provide on-site acceptance testing of materials in the manner and extent prescribed by the latest edition of the INDOT Testing Frequency Manual. Accompany visiting inspectors, representing Local, State or Federal Agencies having jurisdiction over the project, and report details of such inspection to the LPA and INDOT.
  - 2.10.3 Verify that required testing has been accomplished.
- 2.11 Modification: Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the LPA and INDOT.
- 2.12 Records
  - 2.12.1 Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders and additional drawings subsequent to the award of the Contract, progress reports and other project related documents.
  - 2.12.2 Keep a diary or logbook, recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request, furnish copies of such a diary or logbook to the LPA.
  - 2.12.3 Maintain for the LPA, a record of names, addresses and telephone numbers of all subcontractors and major material suppliers.
  - 2.12.4 Maintain a set of drawings on which authorized changes are noted, And deliver to the LPA upon request, but in any event at the completion of the project.
  - 2.12.5 Prepare the Final Construction Record and Final Estimate as required by the INDOT and the LPA.
- 2.13 Reports: Furnish to the INDOT and the LPA at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule.
- 2.14 Progress Estimates: Prepare progress estimates for periodic partial payments to the Contractor and deliver to the LPA and INDOT for review and processing. The payments to the Contractor shall be based on estimates of the value of work performed and materials complete in place in accordance with the contract.



- 2.15 Project Responsibility: The Resident Project Representative shall be responsible for the documentation of pay quantities and estimates, and the maintenance of appropriate records related to the construction of this project.
- 2.16 Work Schedule and Suspension: The CONSULTANT'S crew shall be required to regulate their work week to conform to the contractor's hours in accordance with the directions of the INDOT Area Engineer and LPA Project Coordinator. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the CONSULTANT may also be suspended without cost to the project.
- 2.17 Contract Administration: The CONSULTANT shall administer the contract in accordance with INDOT procedures.
- 2.18 Utility Relocation Inspection: Monitor the relocation of utilities within the project limits to verify that conflicts between the project construction and utilities are minimal; review and approve invoices for federal reimbursement of utility relocation costs.
- 2.19 Conflict of Interest: The CONSULTANT acknowledges and agrees that the CONSULTANT, a firm associated with the CONSULTANT, or an individual associated with the CONSULTANT cannot accept or prepare falsework drawings and shop drawings for the contractor, material supplier of the contractor or for any of the contractor's subcontractors on this project. For purposes of this section a firm is associated with the CONSULTANT if the firm and CONSULTANT have a common director, common officer, or a common owner. For purposes of this section an individual is associated with the CONSULTANT if the individual is an employee of the CONSULTANT, or an employee of a firm associated with the CONSULTANT. For purposes of this section the following definitions shall be used:

Director - Any member of the board of directors of a corporation.

Officer - The president, secretary, treasurer, or such other officers as may be prescribed by the corporation bylaws.

Owner - A sole proprietor, any partner in a partnership, or any shareholder of a corporation.

### 3.0 SERVICES NOT BEING PROVIDED BY CONSULTANT

The services not being provided by CONSULTANT under this Agreement include, but are not limited to, the following:

- 3.1 Advising or assuming control over any aspect of the means, methods, techniques, sequences, or procedures of Contractor's work.
- 3.2 Advising or assuming control over security or safety practices, precautions, and programs in connection with the activities or operations of LPA or Contractor.

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## **APPENDIX "B"**

### **INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:**

The LPA shall furnish the CONSULTANT with the following:

- 1.0 LPA shall designate an employee as Project Coordinator to coordinate activities between CONSULTANT, INDOT and the LPA.
- 2.0 Assistance to the CONSULTANT by placing at his disposal all available information pertinent to the project.

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## **APPENDIX "C"**

### **SCHEDULE:**

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

The CONSULTANT will be prepared to begin the work under this Agreement within five (5) days after a letter of notification to proceed is received from the LPA. The CONSULTANT shall complete and deliver the final construction record and final estimate to the District Director and LPA Project Coordinator within forty-five (45) calendar days after the Contractor's last day of work. The estimated contract completion is July 1, 2025.

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## APPENDIX "D"

### COMPENSATION

#### 1.0 AMOUNT OF PAYMENT

1.1 The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed **\$64,800.00** unless an amendment is executed by the parties that increases the maximum amount payable.

1.2 The CONSULTANT will be paid for the actual hours of work performed exclusively on the Contract in accordance with the following negotiated hourly billing rates per classification:

##### Resolution Group, Inc. (Prime)

CLASSIFICATION	AVERAGE RATE PER CLASSIFICATION	CURRENT YEAR RATES (2024)	CURRENT YEAR (2024) OVERTIME RATES	2025 RATES	2025 OVERTIME RATES
Licensed Project Engineer	\$79.25	\$212.21	\$212.21	\$220.48	\$220.48
Non-Engineer Project Supervisor - RPR	\$40.00	\$107.11	\$127.11	\$111.29	\$132.07
Construction Inspector	\$36.60	\$98.00	\$116.30	\$101.83	\$120.84

##### SJCA, Inc. (Subconsultant, DBE)

<u>SJCA Hourly Rate Schedule</u>		2024 Hourly Rate	Multiplier	2024 Billing Rate	2024 Billing Rate with 50%OT	2025 Billing Rate	2025 Billing Rate with 50%OT
<u>Inspector</u>	Average Pay Rate	\$28.24	3.312	\$93.50		\$97.15	
<u>Inspector OT</u>	Average Pay Rate	\$28.24	3.312	\$93.50	\$107.62		\$111.82

1.3 For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each such invoice shall be subject to approval as reasonable by the LPA prior to any reimbursement thereof.

1.4 The CONSULTANT shall submit monthly timesheets for each employee working on the Contract to the LPA. Hours worked by the employee shall be recorded to the nearest 0.25 hour.

1.5 The CONSULTANT shall not bill for overtime premium for any individual until forty hours have been worked on the Contract for the week by the individual. Holiday hours not worked on the Contract do not apply to the forty-hour weekly total.

#### 2.0 METHOD OF PAYMENT

2.1 The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Contract. The invoice vouchers shall be submitted to the LPA.

2.2 The invoice vouchers shall represent the value, to the LPA, of the partially completed work as of the date of the invoice voucher. When submitting an invoice, the CONSULTANT shall furnish a copy of records showing the individuals who worked on the Contract during the month, their classification, the number of hours worked since the last invoice voucher was submitted, and the hourly rate.

- 2.3 If the LPA does not agree with the amount claimed by the CONSULTANT on an invoice voucher, the LPA will send the CONSULTANT a letter by regular mail and list the differences between actual and claimed progress. The letter will be sent to the CONSULTANTS' address listed in Section VI, General Provisions, item 23, Notices to Parties of this Contract or the CONSULTANTS' last known address.
- 2.4 If, prior to the satisfactory completion of the services under this Contract, the total of costs incurred by the CONSULTANT is within ten percent (10%) of the maximum amount payable, the CONSULTANT shall notify INDOT, and the LPA and the status will be evaluated.
- 2.5 The CONSULTANT shall submit to INDOT and the LPA a list of personnel, along with job classification and salary, the firm is planning to use on work covered by this Contract. No additions in personnel or changes in personnel salaries shall be effective for purpose of the Contract until approved by INDOT and the LPA.

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CONSTRUCTION ENGINEERING  
FEE JUSTIFICATION

for

CE Services for the Crosswalks Safety Phase 2 Project

OWNER

City of Bloomington  
Neil Kopper, Senior Project Engineer  
401 N Morton Street  
Bloomington, IN 47402  
812-349-3593  
koppern@bloomington.in.gov

September 6, 2024

CONSULTANT

Resolution Group, Inc.  
7155 Shadeland Station Way #160  
Indianapolis, Indiana 46256  
(317) 558-2911



Resolution Group, Inc.

September 13, 2024

Mr. Neil Kopper  
Senior Project Engineer  
City of Bloomington

***RE: R-44764 Construction Inspection Services for the Crosswalks Safety Phase 2 Project (Des # 2200014)***

Dear Mr. Kopper:

Resolution Group, Inc. (RGI) is excited to submit this scope and fee for the construction inspection of the Crosswalks Safety Phase 2 Project (R-44764, Des # 2200014). Based on our review and knowledge of the project, RGI used the following assumptions in preparing the fee proposal:

- Resident Project Representative (RPR) will be Patrick Shattuck from RGI.
- SJCA will be our DBE subconsultant for one (1) week of inspection for total of \$3,740.00 or 5.8%
- Based on our conversation we assume 10 weeks of active construction starting in April 2025.
- No overtime will be required.
- Hours for project closeout activities are included.
- The commute and jobsite miles will be reimbursed at the INDOT mileage rate of \$0.49/mile.
- The fee proposal uses 2025 rates, generated with 2024 rates escalated 3.9% on January 1, 2025.

Based on previous projects and review of this project, our proposed fee is **\$64,800 HOURLY NTE**.

Should the scope or any assumptions change, RGI will notify the City in writing of any necessary fee adjustment.

The following items are included as an attachment to this letter

- Manhour Justification
- Rates

If you have any questions, feel free to reach out to me at 317-362-8861. We look forward to working with you on this project.

Sincerely,

Jason Deering, PE  
Director of Construction Services  
Resolution Group, Inc.



**PROJECT NO.:** *R-44764 Crosswalks Safety Phase 2*

Des # 2200014

**CLIENT:** City of Bloomington

DESCRIPTION	STAFF HOURS BY CLASSIFICATION						TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	No. Weeks	RGI RPR 2025 Regular	RGI Inspector 2025 Regular	SJCA Inspector 2025 Regular				
Task 1 - Construction Inspection								
RPR								
Pre-con prep/attendance/minutes		4					4	\$445.16
RPR oversight (40 hours/week)	10	400					400	\$44,516.00
Project Closeout		120					120	\$13,354.80
							0	\$0.00
SJCA	1			40			40	\$3,886.00
SUBTOTAL:							564	\$62,201.96
TOTAL - HOURS:		524	0	40	0	0	564	
Loaded Hourly Rate		\$111.29	\$101.83	\$97.15		\$0.00		
COSTS PER CLASSIFICATION		\$58,315.96	\$0.00	\$3,886.00	\$0.00	\$0.00		\$62,201.96
TOTAL HOURLY COSTS:								\$62,201.96

DIRECT EXPENSES							
Mileage - Commute	110	Trips x		42	Mi./Trip x	\$0.49	\$2,263.80
Mileage - Jobsite	55			10		\$0.49	\$269.50
Meals	0	Persons x		0	Days x	\$0.00	\$0.00
Lodging	0	Nights x		\$0.00	/ Night		\$0.00
Miscellaneous cost (printing, etc)							\$0.00
<b>DIRECT EXPENSE SUBTOTAL:</b>							<b>\$2,533.30</b>

<b>TOTAL COSTS:</b>	<b>\$64,800.00</b>
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## Board of Public Works Staff Report

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**Project/Event:** Morton St. and Walnut St. Parking Garage Repairs & Waterproofing-2025  
**Petitioner/Representative:** PW Parking Services, Jess Goodman  
**Staff Representative:** Jess Goodman  
**Date:** 9.30.2024

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### Report:

#### SCOPE OF BASIC SERVICES

CE Solutions will provide the following Engineering Consultant Services:

#### STRUCTURAL DESIGN AND CONSTRUCTION DOCUMENT PREPARATION PHASE

Design services will result in a set of construction contract documents that will be used to implement the scope of work as described in the above section. CES will provide Construction Documents – drawings and technical specifications. City of Bloomington will provide all Front End and Division 1 Specifications and document printing/distribution.

Submittal sets will include: 95% Progress Documents and Construction (Bid) Documents

- Design progress updates will be provided via email on a bi-weekly basis. Updates will include: Status of work, status of schedule, and action items log

○ We anticipate one owner review meeting/discussion in Bloomington, Indiana

- Design and prepare detailed drawings for the following scope items:

- **Morton St. and Walnut St. Parking Garage Repairs & Waterproofing – 2025**

- **Morton St. Parking Garage**

- Level 6 Structural Repair Plan
    - Level 5 Structural Repair Plan
    - Level 4 Structural Repair Plan
    - Level 3 Structural Repair Plan
    - Level 2 Structural Repair Plan
    - Level 1 Structural Repair P

- North Elevation Exterior Repair Plan
- East Elevation Exterior Repair Plan
- South Elevation Exterior Repair Plan
- West Elevation Exterior Repair
- Stairwell Repair Plans

#### ▪ Walnut St. Parking Garage

- Level 6 Structural Repair and Waterproofing Plan
- Level 5 Structural Repair and Waterproofing Plan
- Level 4 Structural Repair and Waterproofing Plan
- Level 3 Structural Repair and Waterproofing Plan
- Level 2 Structural Repair and Waterproofing Plan
- Level 1 Structural Repair and Waterproofing Plan
  - Stairwell Repair Plans

- Preparation of detailed structural drawings including plans, repair schedules, details and technical notes in AutoCAD or Revit. Electronic drawing files will be provided in .PDF format.

- Edit detailed structural technical specification sections based on MASTER SPEC and CSI's MASTER FORMAT for structural repairs and waterproofing

#### **Bidding Phase:**

City of Bloomington will provide all bidding phase services including bid evaluation, except as noted.

- CES will attend a pre-bid meeting.
- Prepare addenda, as needed, for design intent clarification.

#### **STRUCTURAL CONSTRUCTION ADMINISTRATION PHASE**

- Attend 8 contractor coordination meetings during construction, including a pre-construction meeting and punch list walk-through. Meeting minutes will be prepared and distributed.
- Perform up to 8 construction observations/site visits of the structural work, in conjunction with contractor coordination meetings, to determine general conformance with the structural design concept and the Structural Contract Documents. CE Solutions' responsibility shall not include the inspection or monitoring of the premises, construction equipment, safety measures, means, methods, sequencing, or supervision of the Contractor's work.
- Perform an observation with the City of Bloomington to check conformance of the work with the requirements of the Contract Documents and verify accuracy and completeness of the punch list submitted by the Contractor of the work to be completed or corrected; this is included as one of the 8 site visits listed above.
- Review of shop drawings and other Contractor submittals, as required by the Structural



Contract Documents, for the project elements designed by CE Solutions. Such review will be to determine general conformance with the project's structural design concept and general compliance with the Structural Contract Documents.

- Provide technical construction assistance in the form of Contractor RFI (Request for Interpretation) response. If significant unforeseen conditions are encountered, their evaluation and resolution are beyond the scope of these CA services.
- Review pay applications submitted by the Contractor.
- Upon request of the City of Bloomington, and prior to the expiration of one year from the date of Substantial Completion, CES will conduct a meeting with the City of Bloomington to review the operations and performance of the completed work. CES will prepare meeting minutes/report. CES scope is limited to the site meeting, report, and minor follow-up, if required.

**We propose the following schedule:**

09/30/2024 Proposal submitted to City of Bloomington

10/04/2024 Notice to Proceed to CE Solutions from the City of Bloomington

10/25/2024 Submit 95% Construction Documents to City of Bloomington for Review

10/29/2024 Review meeting at City of Bloomington

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11/6, 11/13 Bid Advertisements by the City of Bloomington

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11/20/2024 Last day for Contractor Questions

11/22/2024 Last day for Addendum

12/02/2024 Bids Due

12/16/2024 Bid Award by City of Bloomington

Spring '25 Construction Starts

Spring '25 Construction Complete

CE Solutions intends to provide the above professional services on a firm fixed fee basis for \$67,900.

Assessment \$27,000

Design & Construction Documents \$16,800

Bidding \$ 3,700

Construction Administration \$20,400

**Total \$67,900**

Total cost of contract = \$67,900.00

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

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**Recommend**   ☒ **Approval**   ☐ **Denial by:**      Jess Goodman

## City of Bloomington Contract and Purchase Justification Form

Vendor: CE Solutions, LLC

Contract Amount: 67,900.00

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

### PURCHASE INFORMATION

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

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

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

	Yes	No	
# of Submittals: 0			Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	CE Solutions is our current engineering services vendor for garage repair. They were selected in 2017 based upon the lowest bidding for engineering services. As the current vendor, we want to maintain this relationship until all garage repair is completed at Morton and Walnut st garages.
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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

E Solutions is our current engineering services vendor for garage repair and is a sole source provider for garage engineering services. They were selected in 2017 based upon the lowest bidding for engineering services and produced our structural engineering report we have been using to repair our facilities. As the current vendor, we want to maintain this relationship until all garage repair is completed at the Morton Street and Walnut Street garages.

---

 Jess Goodman

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 Parking Garage MANager

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 PW-Parking Services

Print/Type Name

Print/Type Title

Department



## CONTRACT COVER MEMORANDUM

**TO:** Adam Wason  
**FROM:** Jess Goodman  
**DATE:** 9.30.2024  
**RE:** 2024-2025 CE Solutions Walnut Street and Morton Street Garage  
Professional Engineering Services for Repairs and Waterproofing

<b>Contract Recipient/Vendor Name:</b>	CE Solutions, INC
<b>Department Head Initials of Approval:</b>	AW
<b>Responsible Department Staff:</b> <i>(Return signed copy to responsible staff)</i>	
<b>Responsible Attorney:</b> <i>(Return signed copy to responsible attorney)</i>	
<b>Record Destruction Date:</b> <i>(Legal to fill in)</i>	
<b>Legal Department Internal Tracking #:</b> <i>(Legal to fill in)</i>	
<b>Due Date For Signature:</b>	
<b>Expiration Date of Contract:</b>	12.31.2025
<b>Renewal Date for Contract:</b>	N/A
<b>Total Dollar Amount of Contract:</b>	\$67,900.00
<b>Funding Source:</b>	101.26.260000.54510(CRED)
<b>W9/EFT Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Jess Goodman
<b>Affirmative Action Plan Complete (if applicable):</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Jess Goodman
<b>Procurement Summary Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Jess Goodman

### Summary of Contract:

#### SCOPE OF BASIC SERVICES

CE Solutions will provide the following Engineering Consultant Services:

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Design services will result in a set of construction contract documents that will be used to implement the scope of work as described in the above section. CES will provide Construction Documents – drawings and technical specifications. City of Bloomington will provide all Front End and Division 1 Specifications and document printing/distribution. Submittal sets will include: 95% Progress Documents and Construction (Bid) Documents

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      - South Elevation Exterior Repair Plan
      - West Elevation Exterior Repair
      - Stairwell Repair Plans

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- Level 6 Structural Repair and Waterproofing Plan
      - Level 5 Structural Repair and Waterproofing Plan
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City of Bloomington will provide all bidding phase services including bid evaluation, except as noted.

- CES will attend a pre-bid meeting.
- Prepare addenda, as needed, for design intent clarification.

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- Review of shop drawings and other Contractor submittals, as required by the Structural Contract Documents, for the project elements designed by CE Solutions. Such review will be to determine general conformance with the project's structural design concept and general compliance with the Structural Contract Documents.
- Provide technical construction assistance in the form of Contractor RFI (Request for Interpretation) response. If significant unforeseen conditions are encountered, their evaluation and resolution are beyond the scope of these CA services.
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- Upon request of the City of Bloomington, and prior to the expiration of one year from the date of Substantial Completion, CES will conduct a meeting with the City of Bloomington to review the operations and performance of the completed work. CES will prepare meeting minutes/report. CES scope is limited to the site meeting, report, and minor follow-up, if required.

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Assessment \$27,000

Design & Construction Documents \$16,800

Bidding \$ 3,700

Construction Administration \$20,400

**Total \$67,900**

## **AGREEMENT FOR CONSULTING SERVICES**

This Agreement, entered into on this 26 day of September, 2024, by and between the City of Bloomington Parking Services Department through the Board of Public Works (hereinafter referred to as "Board"), and CE Solutions, (hereinafter referred to as "Consultant"),

### **WITNESSETH:**

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to receive Professional Engineering services necessary to meet workload demands; and,

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform structural professional engineering services for the City of Bloomington Walnut St. Parking Garage, customary services typically performed by a structural engineer, such as failure analysis, condition assessments, structural analysis, bid document preparation, and contract administration services, which shall be hereinafter referred to as "Services"; and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Consultant is willing and able to provide such Services to the Board;

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

**Article 1. Scope of Services:** Consultant shall provide required Services for the Board as set for in Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Consultant shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Consultant shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the Parking Services Department officials designated by the Board as project coordinator(s).

Consultant agrees that any information or documents, including digital GIS information, supplied by the Board pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose.

**Article 2. Standard of Care:** Consultant shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstance.

**Article 3. Responsibilities of the Board:** The Board shall have the following responsibilities under this Agreement and shall meet these responsibilities in a timely manner so as not to delay the orderly progress of the Services, and Consultant shall be entitled to rely upon the accuracy and completeness of information supplied by the Board:

**A. Information/Reports**

Provide Consultant with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Consultant may rely upon without independent verification unless specifically identified as requiring such verification.

**B. Representative**

The Board hereby designates Jessica Goodman, Parking Garage Manager, Parking Services Department ("Goodman"), to serve as the Board's representative for the project. "Goodman" shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

**C. Decisions**

Provide all criteria and full information as to Board's requirements for the Services and make timely decisions on matters relating to the Services.

**Article 4. Compensation:** The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B – Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid for the project, including fees and expenses, shall not exceed the amount of Sixty Seven Thousand and Nine Hundred Dollars (\$67,900). These sums include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the Board or the Board's designated representative prior to such work being performed, or expenses incurred. The Board shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

**1. Timing and Format for Billing:**

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within forty-five (45) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require.

Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the Board's direction.

**2. Billing Records:**

Consultant shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

**Article 5. Appropriation of Funds:** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

**Article 6. Schedule:** Consultant shall perform the Services according to the schedule set forth in Exhibit C, Project Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

**Article 7. Termination:** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.



The Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Board, and the Board shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Consultant's compensation and the schedule of services.

Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the Board, as set forth in Article 11 herein.

**Article 8. Identity of Consultant:** Consultant acknowledges that one of the primary reasons for its selection by the Board to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Consultant has represented will be responsible there for. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Key Personnel, and such other personnel in the employ under contract or under the supervision of Consultant. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The Board reserves the right to reject any of the Consultant's personnel or proposed outside professional subconsultants, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

**Article 9. Cost Estimates:** All estimates of construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the Board has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

**Article 10. Reuse of Documents:** All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Board or others on modifications or extensions of this project or on any other project. The Board may elect to reuse such documents; however, any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at the Board's sole risk and without liability or legal exposure to the Consultant. The Board shall

indemnify and hold harmless the Consultant against all judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the Board and the Consultant.

**Article 11. Ownership of Documents and Intellectual Property:** All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Board as part of the Services shall become the property of the Board. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.

**Article 12. Independent Contractor Status:** During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Board.

**Article 13. Indemnification:** To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, and employees of the City and the Board from third party claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

**Article 14. Insurance:** During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of \$1,000,000 for each claim, and \$2,000,000 in the aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Board, and the officers, employees and agents of each shall be included as additional insured under both the General Liability Insurance and Automobile Liability Insurance policies, and the policies shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to a loss hereunder.

Consultant shall provide evidence of each insurance policy to the Board prior to the commencement of work under the Agreement. Approval of the insurance by the Board shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Board required proof that the insurance has been procured and is in force and paid for, Board shall have the right at Board's election to forthwith terminate the Agreement.

**Article 15. Conflict of Interest:** Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

**Article 16. Waiver:** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

**Article 17. Severability:** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**Article 18. Assignment:** Neither the Board nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

**Article 19. Third Party Rights:** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Consultant.

**Article 20. Governing Law and Venue:** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.

**Article 21. Non-Discrimination:** Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

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

**Article 22. Compliance with Laws:** In performing the Services under this Agreement, Consultant shall exercise usual and customary professional care to comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

**Article 23. Notices:** Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:

City of Bloomington  
Parking Services Dept.  
Attn: Jessica Goodman  
401 N. Morton Street, Suite 130  
Bloomington, Indiana 47404

Consultant:

CE Solutions, Inc  
Attn: Carrie Walden  
8770 North Street, Suite 100  
Fishers, IN 46038

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

**Article 24. Intent to be Bound:** The Board and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

**Article 25. Integration and Modification:** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

**Article 26. Verification of New Employees' Employment Status:** Consultant 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.) Consultant shall sign an affidavit, attached as Exhibit E, affirming that Consultant 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.

Consultant and any of its subconsultants may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or any of its subconsultants learns is an unauthorized alien. If the Board obtains information that the Consultant or any of its subconsultants employs or retains an employee who is an unauthorized alien, the Board shall notify the Consultant or its subconsultants of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If the Consultant or any of its subconsultants verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or



its subconsultant did not knowingly employ an unauthorized alien. If the Consultant or its subconsultant fails to remedy the violation within the thirty (30) day period, the Board shall terminate the Agreement, unless the Board determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Board may allow the Agreement to remain in effect until the Board procures a new Consultant. If the Board terminated the Agreement, the Consultant or its subconsultant is liable to the Board for actual damages.

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

Exhibit E is attached hereto and incorporated herein by reference as though fully set forth.

**Article 27. No Collusion:** Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Exhibit F, affirming that Consultant has not engaged in any collusive conduct.

Exhibit F is attached hereto and incorporated herein by reference as though fully set forth.  
This Agreement may be modified only by a written amendment signed by both parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first written above.

Owner

Consultant

City of Bloomington  
Board of Public Works

CE Solutions, INC

By: \_\_\_\_\_

By: \_\_\_\_\_

Kyla Cox Deckard, President

Carrie Walden, PE Vice President

By: \_\_\_\_\_  
Elizabeth Karon, Vice President

By: \_\_\_\_\_  
James Roach, Secretary

By: \_\_\_\_\_  
Margie Rice, Corporation Counsel

**EXHIBIT A**  
**SCOPE OF CONSULTING SERVICES**  
**EXHIBIT B**  
**COMPENSATION**

CE Solutions intends to provide the above professional services on a firm fixed fee basis for \$67,900.

Assessment \$27,000

Design & Construction Documents \$16,800

Bidding \$ 3,700

Construction Administration \$20,400

Total \$67,900

Reimbursable expenses are identified on the attached CE Solutions Fee Schedule and are included in the above fee.

The above fees are based upon the aforementioned construction schedule. Should the project be delayed, our fees are subject to modification based upon actual market fluctuations.

**2024 FEE SCHEDULE**

**PROFESSIONAL HOURLY RATES** are based on the following classifications:

Senior Project Manager / Principal II \$340 / hour<sup>1</sup>

Senior Project Manager / Principal I \$310 / hour<sup>1</sup>

Senior Project Manager / Principal \$265

Senior Project Manager I \$210

Senior Project Manager \$170

Project Manager \$146

Senior Project Engineer \$264

Project Engineer \$133

Staff Engineer \$127

CAD / BIM Specialist / Designer \$143

CAD / BIM Technician / Drafter \$127

CAD / Technical Project Assistant \$79

Construction Administrative Technician \$127

Senior Administrative / Project Assistant \$173

Administrative / Project Assistant \$121

Clerical \$102

Above rates include in-town travel, parking, and in-house reproduction expenses, overhead and profit. CE Solutions standard CAD drawing plot is black & white on translucent bond.

Reimbursable expenses for special CAD drawing requests are noted below.

<sup>1</sup> Depositions, court testimony, arbitration or mediation hearings, meetings with legal counsel, and associated preparation: \$415/hour.

**REIMBURSABLE EXPENSES:**

Out-of-town transportation and subsistence @ cost + 10%

Out-of-house reproduction, special CAD drawing requests @ cost + 10%  
Photograph processing and printing @ cost + 10%  
Shipping/courier @ cost + 10%  
Equipment and instrument rental @ cost + 10%  
Filing fees for permits, variances, plan reviews, etc. @ cost + 10%  
Sub-consultant services @ cost + 10%

## **EXHIBIT C PROJECT SCHEDULE**

### **SCHEDULE:**

We propose the following schedule:

09/30/2024 Proposal submitted to City of Bloomington  
10/04/2024 Notice to Proceed to CE Solutions from the City of Bloomington  
10/25/2024 Submit 95% Construction Documents to City of Bloomington for Review  
10/29/2024 Review meeting at City of Bloomington  
11/01/2024 Submit Bid Documents to City of Bloomington  
11/6, 11/13 Bid Advertisements by the City of Bloomington  
11/18/2024 Pre-Bid Meeting  
11/20/2024 Last day for Contractor Questions  
11/22/2024 Last day for Addendum  
12/02/2024 Bids Due  
12/16/2024 Bid Award by City of Bloomington  
Spring '25 Construction Starts  
Spring '25 Construction Complete

The Contract shall be effective upon approval of the Board and shall remain in effect through 12/31/2025, unless either party terminates this Agreement in accordance with Article 7 of this Agreement.

**EXHIBIT D**  
**KEY PERSONNEL**

CONSULTANT will provide the following key team members to provide the services described in Exhibit A. Key team members may not be changed without the approval of the Board.

**Position / Responsibility**

**Name**



**EXHIBIT E**  
**AFFIDAVIT REGARDING E-VERIFY**

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF \_\_\_\_\_)

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

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

\_\_\_\_\_  
Name  
Title

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF \_\_\_\_\_)

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed name

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_ Commission Number: \_\_\_\_\_

**EXHIBIT F  
NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF \_\_\_\_\_)

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
CE Solutions

By: \_\_\_\_\_  
Name  
Title

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF \_\_\_\_\_)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed name

My Commission Expires: \_\_\_\_\_  
County of Residence: \_\_\_\_\_ Commission Number: \_\_\_\_\_



September 30, 2024

Jessica Goodman  
Parking Garage Manager  
City of Bloomington  
206 S. Walnut Street  
Bloomington, Indiana 47404

Re: Professional Services and Fee Proposal  
Structural Engineering Services  
**Morton St. and Walnut St. Parking Garage Repairs & Waterproofing – 2025**  
Bloomington, Indiana

CE Solutions Pre-Contract No: 17024.COB

Dear Jessica:

CE Solutions, Inc. (CES) respectfully submits the following Professional Services and Fee Proposal for structural engineering services on the captioned project.

Our proposal is based on the following information:

- Phone call on 9/13/24 with Jess Goodman (COB) and Chris Miller (CES) determining scope of project.
- Walnut Street and Morton Street Parking Garages – Structural Condition Assessment Report dated 5/9/2023 (CES Project No. 23-100).
- The City of Bloomington intends to perform repairs in the Morton St. Parking Garage
  - Construction will take place in the spring/summer of 2025.
  - Project scope will include items from two previous assessments:
    - Injection of column cracking; new cracks and extensions of cracks previously injected
    - Injection of cracks in elevated parking deck slabs
    - Sealing of elevated parking deck slabs
    - Concrete patching of structural elements
    - Repair of post-tensioning tendon end pockets and elastomeric coating
    - Injection of cracks in stair landings and treads
    - Cleaning and painting of:
      - Stairs
      - Vehicular barrier cable connections
    - Drain pipes and sleeves through parking deck slab
- The City of Bloomington budget for construction is approximately \$700,000 (exclusive of soft costs: design fees, construction contingency, etc.).
  - CE Solutions' opinion of probable construction cost for the above repairs is approximately \$650,000.
  - Alternates can be utilized to maximize the amount of deck waterproofing that can be

installed.

- Design documents will allow for parking garages to remain partially open during construction.

#### **SCOPE OF BASIC SERVICES**

Upon notice to proceed, CE Solutions will provide the following Basic Services:

##### **STRUCTURAL DESIGN AND CONSTRUCTION DOCUMENT PREPARATION PHASE**

Design services will result in a set of construction contract documents that will be used to implement the scope of work as described in the above section. CES will provide Construction Documents – drawings and technical specifications. City of Bloomington will provide all Front End and Division 1 Specifications and document printing/distribution.

Submittal sets will include: 95% Progress Documents and Construction (Bid) Documents

- Design progress updates will be provided via email on a bi-weekly basis. Updates will include: Status of work, status of schedule, and action items log
  - We anticipate one owner review meeting/discussion in Bloomington, Indiana
- Design and prepare detailed drawings for the following scope items:
  - **Morton St. and Walnut St. Parking Garage Repairs & Waterproofing – 2025**
    - **Morton St. Parking Garage**
      - Level 6 Structural Repair Plan
      - Level 5 Structural Repair Plan
      - Level 4 Structural Repair Plan
      - Level 3 Structural Repair Plan
      - Level 2 Structural Repair Plan
      - Level 1 Structural Repair Plan
      - North Elevation Exterior Repair Plan
      - East Elevation Exterior Repair Plan
      - South Elevation Exterior Repair Plan
      - West Elevation Exterior Repair Plan
      - Stairwell Repair Plans
    - **Walnut St. Parking Garage**
      - Level 6 Structural Repair and Waterproofing Plan
      - Level 5 Structural Repair and Waterproofing Plan
      - Level 4 Structural Repair and Waterproofing Plan
      - Level 3 Structural Repair and Waterproofing Plan
      - Level 2 Structural Repair and Waterproofing Plan
      - Level 1 Structural Repair and Waterproofing Plan
      - Stairwell Repair Plans
- Preparation of detailed structural drawings including plans, repair schedules, details and technical notes in AutoCAD or Revit. Electronic drawing files will be provided in .PDF format.
- Edit detailed structural technical specification sections based on MASTER SPEC and CSI's MASTER FORMAT for structural repairs and waterproofing.



- Prepare an opinion of probable construction cost at each design phase.

#### **BIDDING PHASE**

City of Bloomington will provide all bidding phase services including bid evaluation, except as noted.

- CES will attend a pre-bid meeting.
- Prepare addenda, as needed, for design intent clarification.

#### **STRUCTURAL CONSTRUCTION ADMINISTRATION PHASE**

- Attend 8 contractor coordination meetings during construction, including a pre-construction meeting and punch list walk-through. Meeting minutes will be prepared and distributed.
- Perform up to 8 construction observations/site visits of the structural work, in conjunction with contractor coordination meetings, to determine general conformance with the structural design concept and the Structural Contract Documents. CE Solutions' responsibility shall not include the inspection or monitoring of the premises, construction equipment, safety measures, means, methods, sequencing, or supervision of the Contractor's work.
- Perform an observation with the City of Bloomington to check conformance of the work with the requirements of the Contract Documents and verify accuracy and completeness of the punch list submitted by the Contractor of the work to be completed or corrected; this is included as one of the 8 site visits listed above.
- Review of shop drawings and other Contractor submittals, as required by the Structural Contract Documents, for the project elements designed by CE Solutions. Such review will be to determine general conformance with the project's structural design concept and general compliance with the Structural Contract Documents.
- Provide technical construction assistance in the form of Contractor RFI (Request for Interpretation) response. If significant unforeseen conditions are encountered, their evaluation and resolution are beyond the scope of these CA services.
- Review pay applications submitted by the Contractor.
- Upon request of the City of Bloomington, and prior to the expiration of one year from the date of Substantial Completion, CES will conduct a meeting with the City of Bloomington to review the operations and performance of the completed work. CES will prepare meeting minutes/report. CES scope is limited to the site meeting, report, and minor follow-up, if required.

## SCHEDULE

We propose the following schedule:

09/30/2024	Proposal submitted to City of Bloomington
10/04/2024	Notice to Proceed to CE Solutions from the City of Bloomington
10/25/2024	Submit 95% Construction Documents to City of Bloomington for Review
10/29/2024	Review meeting at City of Bloomington
11/01/2024	Submit Bid Documents to City of Bloomington
11/6, 11/13	Bid Advertisements by the City of Bloomington
11/18/2024	Pre-Bid Meeting
11/20/2024	Last day for Contractor Questions
11/22/2024	Last day for Addendum
12/02/2024	Bids Due
12/16/2024	Bid Award by City of Bloomington
Spring '25	Construction Starts
Spring '25	Construction Complete

## FEE

CE Solutions intends to provide the above professional services on a firm fixed fee basis for \$67,900.

Assessment	\$27,000
Design & Construction Documents	\$16,800
Bidding	\$ 3,700
<u>Construction Administration</u>	<u>\$20,400</u>
Total	\$67,900

Reimbursable expenses are identified on the attached CE Solutions Fee Schedule and are included in the above fee.

The above fees are based upon the aforementioned construction schedule. Should the project be delayed, our fees are subject to modification based upon actual market fluctuations.

## ADDITIONAL SERVICES

The following additional services are not included in our fee, but will be provided upon request in accordance with the attached CE Solutions fee schedule and an agreed upon fee:

- Special project insurance requirements (and associated premiums) in excess of that currently maintained by CE Solutions.
- Preparation of Divisions 0 & 1 (Front End) of the Project Manual (Specifications).
- Attendance at and/or conducting public meetings and/or hearings.
- Engineering services related to significant changes from the *Walnut Street and Morton Street Parking Garages – Structural Condition Assessment Report, dated 5/9/2023 (CES Project No. 23-100)* and *Walnut Street Parking Garage – Structural Condition Assessment Report, dated*

9/4/2018 (CES Project No. 17-165)

- Destructive investigation (excavation), instrumentation, monitoring or testing of the existing structure(s) to uncover suspected hidden structural deficiencies.
- Structural analysis of the existing structure(s) or the evaluation of its original structural design.
- Special seismic upgrades and/or detailing.
- Structural Design and Construction Document preparation for recommended repairs, augmentation or strengthening of any structural deficiencies discovered in the existing structure(s) beyond those described herein.
- Structural design and detailing of stair repairs and/or replacement, handrails, and their connections to the structure.
- Architecturally related site details (e.g. parking stops, bollards, signage, sidewalks, decorative/ornamental exterior walls, etc.).
- State Application for Construction Design Release filing fee and submission of necessary documents to the local and State building authorities.
- Parking garage functional design. Functional design considerations include: pedestrian / vehicular traffic integration and circulation, entry / exit coordination, pedestrian / vehicular way-finding signage / pavement markings, parking space layout and striping, parking bumpers / guard rails / barrier cable, pedestrian hand railing, etc.
- Project released in multiple packages or document issues for construction.
- Printing and distribution of Construction Documents (plans and specifications) for bidding purposes.
- Bidding Phase services beyond those described in the basic scope of services.
- Preparation of a Bid Tabulation and Bid Report (Bid Report shall consist of an evaluation of the bids and a recommendation of the apparent lowest responsive and responsible bidder for contract award).
- Engineering services related to the construction cost of the entire project, or that portion designed by CE Solutions, when the lowest bona fide bid or negotiated proposal exceeds the established budget for the project and when such overrun is beyond the control of CE Solutions (e.g. excessive program, unfavorable bidding climate, etc.).
- Structural services and consultation during the Construction Phase of the project beyond that described in the Scope of Basic Services and beyond clarification of the structural design concept for project elements designed by CES.
- Additional site observations during construction beyond that described in the Scope of Basic Services.

- Construction change orders necessitated by revisions in the Structural Contract Documents beyond CES control, or by redesign efforts made necessary because of unforeseen existing conditions.
- Preparation of Record (As-Built) drawings showing significant changes in the structural work made during construction based on marked-up prints, drawings, and other data furnished by the Contractor.

#### **EXCLUSIONS**

The following services are not currently offered by CE Solutions and are excluded from the Scope of Basic and Additional Services:

- Engineering services related to construction means and methods (erection sequencing, temporary bracing, job site safety, etc.).
- Determination of the fire rating required for the structural systems and components.
- Structural instrumentation or monitoring.
- Design and detailing of drainage systems.
- Traffic impact studies.
- ADA compliance services.
- Construction cost arbitration or mediation.

As a results-oriented professional organization, CE Solutions places a strong emphasis on excellence, quality, and attention to detail. Thank you for choosing CE Solutions for your structural engineering needs. We look forward to working with you on this exciting and important project. Should you have any questions concerning our proposal, please do not hesitate to contact the undersigned.

Very truly yours,



Mike Kelly, EI  
Project Manager



Carrie L. Walden, PE  
Vice President

Attachments

**PROPOSAL ACCEPTANCE**

Description of Professional Services:

Services as outlined in the foregoing Professional Services and Fee Proposal.

Project Name:

**Morton St. and Walnut St. Parking Garage Repairs & Waterproofing – 2025**  
Bloomington, Indiana

CE Solutions Project Pre-contract No: 17024.COB

The following signatures indicate acceptance of the foregoing Professional Services and Fee Proposal. Please execute two copies and return one (1) original fully executed copy to our office. Retain the other copy for your records.

Thank you.

CE SOLUTIONS, INC. ("Consultant")



DATE: September 30, 2024

Carrie L. Walden, PE  
Vice President | Principal

CITY OF BLOOMINGTON ("Client")

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

DATE: \_\_\_\_\_

**STANDARD PROVISIONS OF AGREEMENT**

The Client and Consultant agree that the following provisions shall be a part of their Agreement:

1. The Client binds himself, his partners, successors, executors, administrators, and assigns to the Consultant to this Agreement in respect to all of the terms and conditions of this Agreement.
2. Neither the Client nor Consultant shall assign his interest in this Agreement without the written consent of the other.
3. No conditions or representations, altering, detracting from, nor adding to the terms hereof shall be valid unless printed or written hereon or evidenced in writing by either party to this Agreement and accepted in writing by the other.
4. One or more waivers of any term, condition or covenant by the Consultant shall not be construed by the Client as a waiver of a subsequent breach of the same or any other term, condition or covenant.
5. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the other provisions of this Agreement shall be valid and binding on the parties hereto.
6. Nothing contained in this Agreement shall require the Engineer to exercise professional skill and judgment greater than that set forth in industry recognized "Standard of Care".
7. Engineer makes no warranties, express or implied regarding the adequacy of the Instruments of Service or the outcome of the Project. This limitation shall not be modified by any certification or representation made by Engineer as an accommodation upon request of Owner.
8. Engineer shall not be responsible for any failure to follow or apply any knowledge or techniques which were not generally known, acknowledged or accepted as of the time during which Engineer is performing his services under this Agreement.
9. The parties acknowledge that no set of plans and specifications is entirely free of errors and omissions and that the existence of an error or omission does not automatically constitute a breach of the Standard of Care.
10. All costs of Engineer's errors, omissions or other changes which result in "betterment" or "value added" to the Owner shall be borne by the Owner, not the Engineer, (to the extent of the betterment or value added) and shall not be the basis of a claim.
11. The Owner shall establish a reasonable contingency line item in the construction budget to cover additional costs resulting from errors and omissions, and the Engineer shall not be liable therefor unless the errors and omissions both exceed a reasonable contingency amount and constitute a breach of the Standard of Care.
12. The Owner acknowledges that accelerated, phased or fast-track scheduled provides a benefit to the Owner, but also carries with it associated risks. Such risks to the Owner include the Owner incurring costs for the Architect or Engineer to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget and schedule for the Project sufficient contingencies to cover such unanticipated costs and time increases.
13. The Consultant is not responsible for delay, nor shall Consultant be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, or acts of God; or the failure of Client to furnish timely information or to approve or disapprove Consultant's work promptly; or delay or faulty performance by Client, other Contractors, or governmental agencies; or any other delays beyond Consultant's reasonable control.
14. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits; and Consultant shall only act as an adviser in all governmental relations.



15. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be first submitted to nonbinding mediation.
16. In the event of litigation on this Agreement, the interpretation thereof, and all disputes or controversies arising hereunder shall be governed by the laws of the State of Indiana.
17. In the event that Client institutes a suit against Consultant because of any failure or alleged failure to perform, error, omission, or negligence, and if such suit is not successfully prosecuted, or if it is dismissed, or if verdict is rendered for Consultant, Client agrees to pay Consultant any and all costs of defense, including attorney's fees, expert witnesses' fees, and court costs and any and all other expenses of defense which may be needful, immediately following dismissal of the case or immediately upon judgment being rendered on behalf of Consultant.
18. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement, then all litigation and collection expenses, witness fees and court costs, and attorney's fees shall be paid to the prevailing party. "Prevailing Party" is the party who recovers at least 67% of its total claims in action or who is required to pay no more than 32% of the other party's total claims in action when considered in the totality of claims and counterclaims, if any. In claims for monetary damages, the total amount of recoverable attorney's fees and costs shall not exceed the net monetary award of the prevailing party.
19. There are not understandings or Agreements except as herein expressly stated.
20. All original papers and documents, and copies thereof, produced as a result of this Contract, except documents which are required to be filed with public agencies, shall remain the property of the Consultant and may be used by Consultant without the consent of the Client.
21. Services provided within this Agreement are for the exclusive use of the Client for the Project only.
22. Client and Consultant agree to cooperate with each other in any and every way or manner on the Project.
23. It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, an Indiana corporation, and not against any of the Consultant's individual employees, officers or directors.
24. Upon written request, each of the parties hereto shall execute and deliver, or cause to be executed and delivered, such additional instruments and documents which may be necessary and proper to carry out the terms of this Agreement.
25. The terms and provisions of this Agreement shall not be construed to alter, waive or affect any lien or stop notice rights, which the Consultant may have for the performance of services under this Agreement.
26. The Consultant makes no representation concerning the estimated quantities and cost figures made in connection with reports, specifications, or drawings other than that all such figures are opinions only and the Consultant shall not be responsible for fluctuations in cost factors.
27. Consultant does not guarantee the completion or quality of performance of this Contract or the completion or quality of performance of Contracts by the construction Contractor or Contractors, or other third parties, nor is he responsible for their acts or omissions.
28. Consultant makes no warranty, either express or implied, as to his findings, recommendations, specifications, or professional advice except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance.
29. Consultant makes not representations concerning soil conditions unless specifically included in writing in this Agreement, and is not responsible for any liability that may arise out of the making or failure to make soil surveys or sub-surface soil test or general soil testing.

30. Estimate of areas provided under this Agreement are not to be considered precise unless Consultant specifically agrees to provide the precise determination of such areas.
31. In the event that any changes are made in the plans and specifications by the Client or persons other than the Consultant, which affects the Consultant's work, any and all liability arising out of such changes is waived against the Consultant and the Client assumes full responsibility for such changes.
32. The Consultant is not responsible, and liability is waived by the Client as against the Consultant, for use by the Client or any other person of any plans or drawings not signed and sealed by the Consultant.
33. Consultant has a right to complete all services agreed to be rendered pursuant to this Contract. In the event this Agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for work performed.
34. Client agrees that Consultant will perform on-site construction review for areas designed by the Consultant and that such services will not be performed by others.
35. The Client agrees that in accordance with generally accepted construction practices, the construction Contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the Project, means and methods, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours; and the Client further agrees to defend, indemnify and hold the Consultant harmless from any and all liability, real or alleged, in connection with the performance of work on this Project, excepting liability arising from the sole negligence of the Consultant.
36. The Client agrees to limit the Consultant's liability to the Client and to all Contractors and subcontractors on the Project, due to professional negligent acts, errors or omissions of the Consultant to the sum of \$50,000 or the Consultant's fee, whichever is greater.
37. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified on the invoice.
38. Client hereby agrees that the balance as stated on the billing from the Consultant to Client is correct, conclusive and binding on the Client unless Client within ten (10) days from the date of the making of the billing notifies Consultant in writing of the particular item that is alleged to be incorrect.
39. A late payment FINANCE CHARGE will be computed at the periodic rate of 2% per month, which is an ANNUAL PERCENTAGE RATE OF 24% and will be applied to any unpaid balance commencing 30 days after the date of the original invoice.
40. In the event that the plans, specifications, and/or field work covered by this Agreement are those required by various governmental agencies and in the event that due to change of policy of said agencies after the date of this Agreement, additional office or field work is required, the said additional work or services shall be paid for by Client at extra work.
41. The Client shall pay the cost of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.
42. In the event all or any portion of the work prepared or partially prepared by the Consultant be suspended, abandoned, or terminated, the Client shall pay the Consultant for all fees, charges and services provided for the Project, not to exceed any Contract limit specified herein.
43. In the event of litigation, Client agrees to pay to Consultant interest on all past due balances at the rate of 24% per annum.
44. In the event Client fails to pay Consultant within thirty (30) days after invoices are rendered, Client agrees that Consultant shall have the right to consider said default a total breach of this Agreement and, upon written notice, the duties, obligations and responsibilities of the Consultant under this Agreement are terminated. In such event, Client shall then promptly pay the Consultant for all of the fees, charges, and services provided by Consultant.

## 2024 FEE SCHEDULE

**PROFESSIONAL HOURLY RATES** are based on the following classifications:

Senior Project Manager / Principal II	\$340 / hour <sup>1</sup>
Senior Project Manager / Principal I	\$310 / hour <sup>1</sup>
Senior Project Manager / Principal	\$265
Senior Project Manager I	\$210
Senior Project Manager	\$170
Project Manager	\$146
Senior Project Engineer	\$264
Project Engineer	\$133
Staff Engineer	\$127
CAD / BIM Specialist / Designer	\$143
CAD / BIM Technician / Drafter	\$127
CAD / Technical Project Assistant	\$79
Construction Administrative Technician	\$127
Senior Administrative / Project Assistant	\$173
Administrative / Project Assistant	\$121
Clerical	\$102

Above rates include in-town travel, parking, and in-house reproduction expenses, overhead and profit. CE Solutions standard CAD drawing plot is black & white on translucent bond.

Reimbursable expenses for special CAD drawing requests are noted below.

<sup>1</sup> Depositions, court testimony, arbitration or mediation hearings, meetings with legal counsel, and associated preparation: \$415/hour.

### REIMBURSABLE EXPENSES:

Out-of-town transportation and subsistence	@ cost + 10%
Out-of-house reproduction, special CAD drawing requests	@ cost + 10%
Photograph processing and printing	@ cost + 10%
Shipping/courier	@ cost + 10%
Equipment and instrument rental	@ cost + 10%
Filing fees for permits, variances, plan reviews, etc.	@ cost + 10%
Sub-consultant services	@ cost + 10%

Effective 1/1/2024



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/22/2024

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

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

<b>PRODUCER</b> Walker Professional Insurance PO Box 55  Carmel IN 46082	<b>CONTACT NAME:</b> Holly Gill-Gaither <b>PHONE (A/C, No, Ext):</b> (317) 759-9321 <b>E-MAIL ADDRESS:</b> Certificate@WalkerProfessional.com <b>FAX (A/C, No):</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> West Bend Mutual Insurance Company <b>INSURER B:</b> Hartford Fire Ins Co <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 15350 19682
<b>INSURED</b> CE Solutions, Inc 8770 North Street Suite 100 Fishers IN 46038		

**COVERAGES****CERTIFICATE NUMBER:** 24-25 Master**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			B269355 01	03/01/2024	03/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			B269355 01	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			B269355 00	03/01/2023	03/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	B269415 01	03/01/2024	03/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability Claims Made Form			36 OH 0507096-24	03/01/2024	03/01/2025	Per Claim Limit \$3,000,000 Aggregate Limit \$4,000,000

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

Where allowable by law: General Liability, Automobile and Umbrella coverage shown above provides for additional insured when agreed by written contract or agreement. General Liability, Automobile, and Umbrella coverage is provided on a primary, non-contributory basis when agreed by written contract or agreement. General Liability, Automobile, Umbrella, and Workers Compensation includes waiver of subrogation when required by written contract or agreement. General liability does not exclude explosion, collapse or underground exposures. 30 days notice of cancelation, except for non-payment, shall be provided to the certificate holder. General Liability includes Contractual Liability per the terms of the policy. Umbrella liability does NOT extend over professional liability. Waiver of subrogation is provided on the Professional Liability policy in favor of the insured's client only if required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

For Information Only For Information Only  Information Only	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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WALNUT STREET AND MORTON STREET  
PARKING GARAGES  
Structural Condition Assessment Report

City of Bloomington, IN

CES Project ID: 23-100

May 9, 2023



## PROJECT OVERVIEW

We have completed our structural condition assessments of the Walnut Street and Morton Street parking garages. Our assessment involved a cursory field investigation to evaluate the current condition of both garages. All findings from this assessment are summarized within this report for the purpose of planning and budgeting for future repair and restoration projects in the upcoming years by the City of Bloomington.

### Walnut Street Parking Garage

The Walnut Street parking garage is located at the northeast corner of Walnut Street and 7<sup>th</sup> Street in Bloomington, IN. The garage was built in 2000 and includes an estimated 371 parking stalls across 6 tiers (plus basement). The first level of the garage is partially used for retail space. Vehicular access to the garage is via Walnut Street. The basement and first partial tier parking decks are slab-on-grade with concrete retaining walls. All other tiers above are cast-in-place concrete elements consisting of post-tensioned reinforced concrete elevated decks and beams spanning over conventionally reinforced columns.

The Walnut Street garage was the subject of a prior Structural Condition Assessment performed by CE Solutions in 2017. Subsequent structural repairs were performed in the following projects:

- Morton Street and Walnut Street Parking Garages Top Deck Waterproofing – 2017 (CES Project No. 17-165)
  - Top deck concrete sealer, minor concrete patching, urethane joint replacement
- Walnut Street Parking Garage Southeast Stairwell Replacement – 2019 (CES Project No. 18-197)
  - Southeast stair replacement, rework stair entrance
- Walnut Street Parking Garage Repairs – 2020 (CES Project No. 20-108)
  - Epoxy injection of column cracks
  - Southeast stair bollards
- Walnut Street Parking Garage Repairs – 2022 (CES Project No. 21-196)
  - Level 1-6 repairs and waterproofing
    - Clean and paint steel, clean and coat exposed rebar and embed plates, rout and seal cracks, concrete patching, seal columns, epoxy injection underside of deck, beams, and precast panels, deck patching, PT end re-pack and elastomeric coating, paint west stairwell



A photograph of the garage (taken from the intersection of Walnut and 7<sup>th</sup> Streets) and a typical plan view of the garage are provided below:



Figure 1: Walnut Street Parking Garage – view from Walnut/7<sup>th</sup> Street intersection

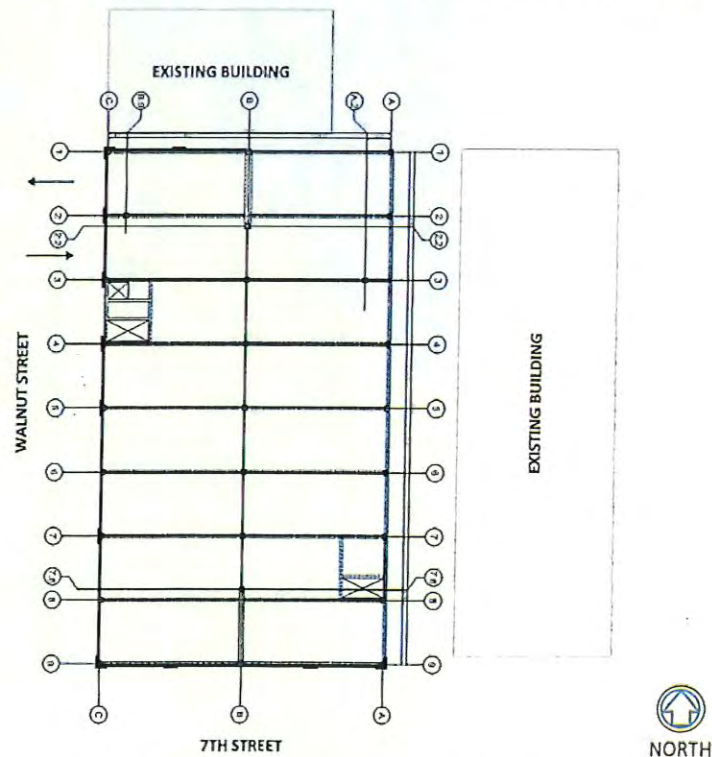


Figure 2: Walnut Street Parking Garage – Typical Plan View

### Morton Street Parking Garage

The Morton Street parking garage is located at the southeast corner of Morton Street and 7<sup>th</sup> Street in Bloomington, IN. The garage was built in 2003 and includes an estimated 568 parking stalls across 8 tiers (plus basement). Vehicular access to the garage is via Morton Street. The basement and first partial tier parking decks are slab-on-grade with concrete retaining walls. All other tiers above are cast-in-place concrete elements consisting of post-tensioned reinforced concrete elevated decks and beams spanning over conventionally reinforced columns.

The Morton Street garage was the subject of a prior Structural Condition Assessment performed by CE Solutions in 2017. Subsequent structural repairs were performed in the following projects:

- Morton Street and Walnut Street Parking Garage Top Deck Waterproofing (CES Project No. 17-165)
  - Top deck concrete sealer, minor patching, urethane joint replacement
- Morton Street Parking Garage Repairs – 2019 (CES Project No. 18-167)
  - Clean and paint steel, clean and coat exposed rebar and embed plates, rout and seal cracks, patching, seal columns, epoxy injection underside of deck, beams, and precast panels, deck patching, PT end re-pack and elastomeric coating
- Morton Street Parking Garage Repairs and Waterproofing – 2021 (CES Project No. 20-109)
  - Stair repairs, exterior repairs

A photograph of the garage (taken from 7<sup>th</sup> Street) and a typical plan view of the garage are provided below:



Figure 3: Morton Street Parking Garage – view from 7<sup>th</sup> Street



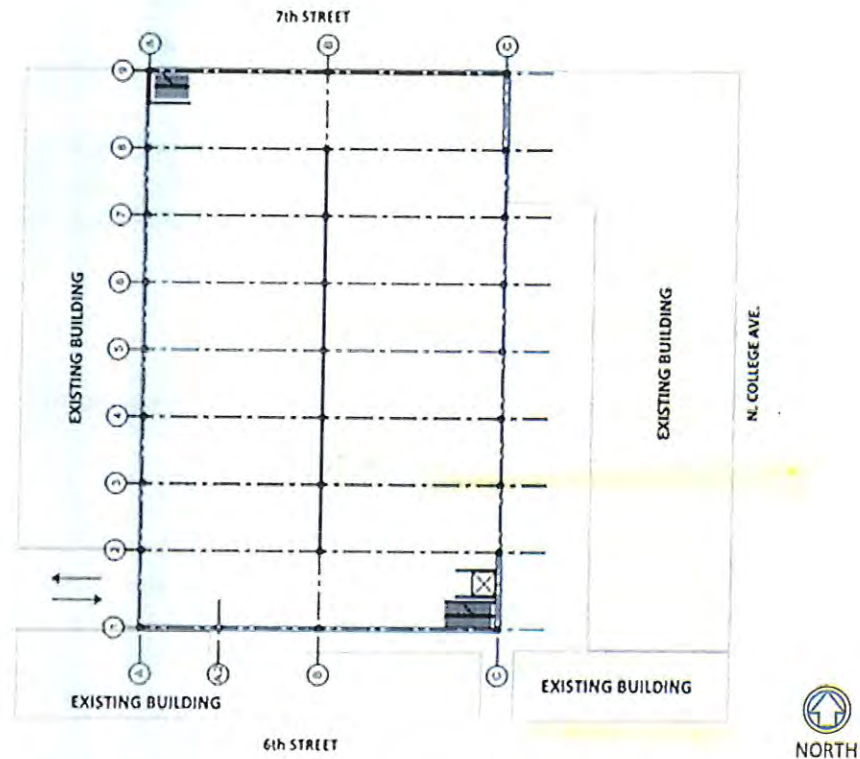


Figure 4: Morton Street Parking Garage – Typical Plan View

## APPROACH

Our assessments of the structural deficiencies, distress, and deterioration of the parking garage were identified through visual examination and selective hammer sounding. No destructive investigation, structural instrumentation, monitoring, or testing was performed. Selective photographs taken during the assessment are included in Appendix A and B.

Drawings of the parking garages were provided prior to our assessment. These documents included:

- Walnut Street parking garage original structural drawings as prepared by Fink, Roberts and Petrie, Inc. dated 2000.
- Morton Street parking garage original structural drawings as prepared by Fink, Roberts and Petrie, Inc. dated 2003.
- Repair drawings for Walnut Street parking garage as prepared by CE Solutions, Inc.
  - Morton St and Walnut St PG Top Deck Waterproofing (CES Project No. 17-165)
  - Walnut St PG Southeast Stairwell Replacement – 2019 (CES Project No. 18-197)
  - Walnut St PG Repairs – 2020 (CES Project No. 20-108)
  - Walnut St PG Repairs – 2022 (CES Project No. 21-196)
- Repair drawings for Morton Street parking garage as prepared by CE Solutions, Inc.
  - Morton St and Walnut St PG Top Deck Waterproofing (CES Project No. 17-165)
  - Morton St PG Repairs – 2019 (CES Project No. 18-167)
  - Morton St PG Repairs and Waterproofing – 2021 (CES Project No. 20-109)

Our cursory structural assessment of both parking garages was performed on April 10, 2023 by Carrie L. Walden, PE and Chris R. Miller, PE of our office. Both garages were partially occupied at the time of our assessment, so not all parking stalls were available to be visually assessed.

Our evaluation was limited to the structural elements (beams, columns, walls, slabs, and stair pans) and did not include items such as the elevators located within the stair towers, drainage system, mechanical systems, lighting systems, signage, or other similar items not associated with the structural system.

### OBSERVATIONS AND RECOMMENDATIONS

The following is a summary of our findings and recommendations.

#### Walnut Street Parking Garage \$175,000

During our cursory assessment of the Walnut Street garage, we observed that the garage overall was in generally good condition. However, we did observe several types of deterioration in structural elements. These are summarized below, and representative photographs of each noted deterioration type are provided in Appendix A:

##### 1. Column cracks

A number of concrete columns were observed to have cracks. Some cracks appeared to be extensions of cracks previously epoxy injected in past repair projects, while others appeared to be new cracks. Through selective hammer sounding, we did not observe these cracks to be progressing to causing additional concrete deterioration (e.g. spalling).

**RECOMMENDATION:** We recommend that any cracks in columns be epoxy injected to prevent further deterioration through water infiltration and to restore structural integrity.

**PRIORITY:** High

##### 2. Beam cracks

On the 3<sup>rd</sup> level a beam was observed to have form chairs projecting through the concrete surface. In this same location, a few hairline cracks have also formed. Through selective hammer sounding, we did not observe these cracks to be progressing to causing additional concrete deterioration (e.g. spalling).

**RECOMMENDATION:** We recommend that any cracks in beams be epoxy injected to prevent further deterioration through water infiltration and restore structural integrity.

**PRIORITY:** High

##### 3. Wall cracks

Cracks in concrete walls were observed in a few different areas:

- a) Exterior walls on the 1<sup>st</sup> tier had a number of vertical cracks.

**RECOMMENDATION:** We recommend cracks showing evidence of water seepage / efflorescence be injected with epoxy to prevent further deterioration from water infiltration. Cracks without evidence of water seepage / efflorescence do not require repair.



**PRIORITY:** Medium

- b) Cracks, some previously repaired, were observed at the southwest corner of the garage on the 6<sup>th</sup> level. These cracks showed signs of efflorescence indicating some water was migrating through these cracks.

**RECOMMENDATION:** We recommend these cracks be monitored for signs of continued water seepage / efflorescence. If the crack appears to still be transmitting water, we recommend it be injected with epoxy to prevent further deterioration from water infiltration.

**PRIORITY:** High

- c) The exterior wall in one area of the 4<sup>th</sup> tier had cracks on the outside face due to a previous auto impact. These cracks had previously been epoxy injected on the inside face of wall.

**RECOMMENDATION:** We recommend waterproofing the exterior of the wall in this vicinity with Techcrete (or equivalent) to prevent further deterioration from water infiltration.

**PRIORITY:** Medium

- d) Basement level walls had a number of vertical cracks. They were generally tight and not demonstrating a significant amount of water infiltration.

**RECOMMENDATION:** We recommend that these cracks be monitored for water infiltration and movement. Any cracks showing signs of water seepage should be injected with chemical grout to prevent damage from the water infiltration.

**PRIORITY:** Medium

- e) CMU walls on the first level had a few cracks. These walls are partition walls, thus are not load bearing.

**RECOMMENDATION:** We recommend these cracks be monitored to see if they continue to propagate and widen in order to determine appropriate repair, if any.

**PRIORITY:** Low

4. **Parking deck cracks**

Very limited cracking was observed in the concrete parking decks. Several cracks were noted in the slab-on-grade (1<sup>st</sup> and basement tiers) in several areas.

**RECOMMENDATION:** Any cracking in elevated parking decks should be evaluated and either epoxy injected or sealed to prevent water infiltration. Any cracking in ground-supported slabs should be monitored and consideration given to sealing these as well. Elevated deck sealer (e.g. TechCrete) will provide extended longevity to the parking decks.

**PRIORITY:** Elevated decks cracks - High | Elevated cracks sealer - Medium | Slab-on-grade - Low

5. Beam post-tensioning tendon pocket deterioration  
Some beam P-T tendon pocket infills were starting to show signs of deterioration.

**RECOMMENDATION:** We recommend that the tendon pockets be re-packed and sealed to

prevent damage to the tendons.

**PRIORITY:** Medium

~~5~~ 6. **Concrete spalling**

A few minor concrete spalls were observed.

**RECOMMENDATION:** We recommend that any spalled concrete be scheduled for repair to prevent additional deterioration of the spalled areas and potential future impact to concrete reinforcing steel in the spalled area.

**PRIORITY:** Structural elements – High, non-structural elements (e.g. curbs) - Medium

7. **Stair landings / treads**

Several cracks were observed in stair landing and tread concrete.

**RECOMMENDATION:** We recommend any cracks in stair landing/tread concrete be sealed to prevent water infiltration.

**PRIORITY:** Medium

8. **Traffic coating wear**

A portion of the 2<sup>nd</sup> tier of parking deck is covered with a traffic coating. The coating has begun to exhibit excessive wear in some areas, in particular at the turn between deck levels where stress from vehicle turning movements is highest.

**RECOMMENDATION:** We recommend the traffic coating in these areas be scheduled for replacement to prevent water infiltration into occupied areas below the parking deck.

**PRIORITY:** High

9. **Steel corrosion**

Corrosion of steel was observed in a number of different structural and non-structural elements. The severity of the corrosion varied significantly.

- a) Wall panel connections to the parking deck, including the connecting element, welds, and fastening nuts/bolts

**RECOMMENDATION:** We recommend corroded steel be properly prepared and repainted to preserve the structural integrity of and life expectancy of these elements.

**PRIORITY:** Medium

b) **Stairs**

**RECOMMENDATION:** We recommend corroded steel be properly prepared and repainted to preserve the structural integrity and life expectancy of these elements. This includes both the stair elements themselves (e.g. risers, stringers) as well as the structural steel comprising the stair tower framing.

**PRIORITY:** High

- c) Drain pipes and/or sleeves through the parking deck (non-structural)



**RECOMMENDATION:** We recommend that a plumbing engineer evaluate the condition of all drain pipes and their sleeves/connections to determine what repairs may be warranted.  
**PRIORITY:** Medium

d) Electrical boxes (non-structural)

**RECOMMENDATION:** We recommend that an electrical engineer evaluate the condition of all electrical boxes to determine what repairs may be warranted.  
**PRIORITY:** High

e) Door frames (non-structural)

**RECOMMENDATION:** We recommend corroded steel be properly prepared and repainted to preserve the integrity and life expectancy of these elements.  
**PRIORITY:** Medium

f) Façade decorative panels (non-structural)

**RECOMMENDATION:** We recommend corroded steel be properly prepared and repainted to preserve the integrity and life expectancy of these elements.  
**PRIORITY:** Medium

g) Awning support rods

**RECOMMENDATION:** We recommend corroded steel be properly prepared and repainted to preserve the integrity and life expectancy of these elements.  
**PRIORITY:** Medium

10. Panel joint sealant

The joint sealant between adjacent wall panels was beginning to show signs of deterioration as the joint sealant is likely nearing the end of it's useful life.

**RECOMMENDATION:** We recommend wall joint sealants be monitored for further deterioration and be scheduled for eventual replacement.  
**PRIORITY:** Low

11. Flashing damage

Metal flashing on the first level joint between interior wall panels has detached and/or been damaged significantly.

**RECOMMENDATION:** We recommend this condition be further evaluated. If these elements are critical to waterproofing the lower occupied levels, we recommend the flashing be replaced to restore watertightness.

**PRIORITY:** High (if for occupied space waterproofing)

12. Previous Repairs

The garage has had several previous concrete repairs completed in the past (e.g. crack injection, patching, crack sealing, etc.).

**RECOMMENDATION:** We recommend all previous repairs be monitored periodically to verify they are maintaining their condition.

**PRIORITY:** Medium

**Morton Street Parking Garage**      **\$100,000**

During our cursory assessment of the Morton Street garage, we observed that the garage overall was in generally good condition. However, we did observe a number of types of deterioration in structural elements. These are summarized below and representative photographs of each noted deterioration type are provided in Appendix B:

1. **Column cracks**

A number of concrete columns were observed to have cracks. Some cracks appeared to be extensions of cracks previously epoxy injected in past repair projects, while others appeared to be new cracks. Through selective hammer sounding, in most instances we did not observe these cracks to be progressing to causing additional concrete deterioration (e.g. spalling). However, we did find several locations where the concrete surface was beginning to delaminate from the primary column element. See Concrete Spalling section below for recommendations.

**RECOMMENDATION:** We recommend that any cracks in columns be epoxy injected to prevent further deterioration through water infiltration and to restore structural capacity.

**PRIORITY:** High

2. **Wall cracks**

Cracks in concrete walls were observed in a few different areas:

- a) Exterior walls had a number of vertical cracks.

**RECOMMENDATION:** We recommend these cracks be sealed to prevent water infiltration.

**PRIORITY:** Medium

- b) CMU walls on the first level had a few cracks. These walls are partition walls, thus are not load bearing.

**RECOMMENDATION:** We recommend these cracks be monitored to see if they continue to propagate and widen in order to determine appropriate repair, if any.

**PRIORITY:** Low

3. **Parking deck cracks**

Very limited cracking was observed in the concrete parking decks. Several cracks in the slab-on-grade (1<sup>st</sup> and basement tiers) in several areas.

**RECOMMENDATION:** Any cracking in elevated parking decks should be evaluated and either epoxy injected or sealed to prevent water infiltration. Any cracking in ground-supported slabs should be monitored and consideration given to sealing these as well. Elevated deck sealer (e.g. TechCrete) will provide extended longevity to the parking decks.

**PRIORITY:** Parking decks cracks - High, Parking decks sealer – Medium, Slab-on-grade - Low



4. Beam post-tensioning tendon pocket deterioration  
Some beam P-T tendon pocket infills were starting to show signs of deterioration.

**RECOMMENDATION:** We recommend that the tendon pockets be re-packed and sealed to prevent damage to the tendons.

**PRIORITY:** Medium



5. Concrete spalling  
A few minor concrete spalls were observed.

**RECOMMENDATION:** We recommend that any spalled concrete be scheduled for repair to prevent additional deterioration of the spalled areas and potential future impact to concrete reinforcing steel in the spalled area. For columns which are exhibiting delamination but have not yet spalled, we recommend that the extents of the delamination be identified and the debonded concrete be removed and patched.

**PRIORITY:** Structural elements – High, non-structural elements (e.g. curbs) - Medium.

6. Stair landings / treads  
Several cracks were observed in stair landing and tread concrete.

**RECOMMENDATION:** We recommend any cracks in stair landing/tread concrete be sealed to prevent water infiltration.

**PRIORITY:** Medium

7. Steel corrosion  
Corrosion of steel was observed in a number of different structural and non-structural elements. The severity of the corrosion varied significantly.

- a) Vehicular barrier cable connections to exterior columns were observed to be rusting in several locations.

**RECOMMENDATION:** We recommend corroded steel be properly prepared and repainted to preserve the structural integrity of and life expectancy of these elements.

**PRIORITY:** Medium

- b) Stairs

**RECOMMENDATION:** We recommend corroded steel be properly prepared and repainted to preserve the structural integrity and life expectancy of these elements. This includes both the stair elements themselves (e.g. risers, stringers) as well as the structural steel comprising the stair tower framing.

**PRIORITY:** High

- c) Drain pipes, fire suppression piping, and/or sleeves through the parking deck (non-structural)

**RECOMMENDATION:** We recommend that a plumbing engineer evaluate the condition of all drain pipes and their sleeves/connections to determine what repairs may be warranted.

**PRIORITY:** Medium

## 8. Previous Repairs

The garage has had several previous concrete repairs completed in the past (e.g. crack injection, patching, crack sealing, etc.).

**RECOMMENDATION:** We recommend all previous repairs be monitored periodically to verify they are maintaining their condition.

**PRIORITY:** Medium

**PRIORITY LEVEL DEFINITION**

The repair recommendations provided in the previous section have been assigned priority levels. These priority levels are based upon our professional opinion and are briefly defined and explained in the table below:

PRIORITY LEVEL	DEFINITION	RECOMMENDED TIMEFRAME
HIGH	<ul style="list-style-type: none"><li>Structural deficiencies within primary structural elements that will adversely impact performance of elements if not addressed</li><li>Structural or non-structural deficiencies that could pose falling debris hazard</li></ul>	0-2 Years
MED	<ul style="list-style-type: none"><li>Early-state structural deficiencies within primary or secondary structural elements that may adversely impact performance of elements if not addressed</li></ul>	2-3 Years
LOW	<ul style="list-style-type: none"><li>Needed repairs to waterproofing joints and coatings that directly or indirectly help to protect structural elements from water and deicing salts exposure</li></ul>	3-5 Years

**CLOSING REMARKS**

In closing, please note that our structural assessments of the Walnut Street and Morton Street Parking Garages were limited strictly to those items identified in this report and to the extent noted. Should unforeseen deficiencies exist (structural or non-structural), they are beyond the scope of these structural assessments. Should you have any questions or wish to discuss this matter further, please do not hesitate to contact CE Solutions.



Christopher R. Miller, PE  
Senior Project Manager



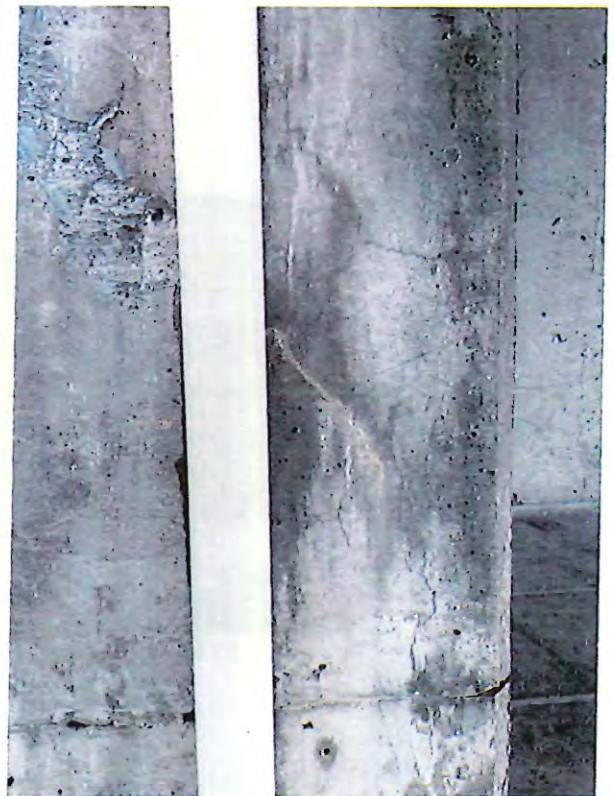
Carrie L. Walden, PE  
Vice President



**Appendix A – Walnut Street Parking Garage Representative Photos**



1 - column cracks.JPG



2 - column cracks.JPG



3 - column cracks.JPG



4 - beam cracks.JPG





5 - tier 1 - exterior wall cracks.JPG



6 - tier 6 exterior wall crack.JPG



7 - tier 4 - exterior wall crack.JPG

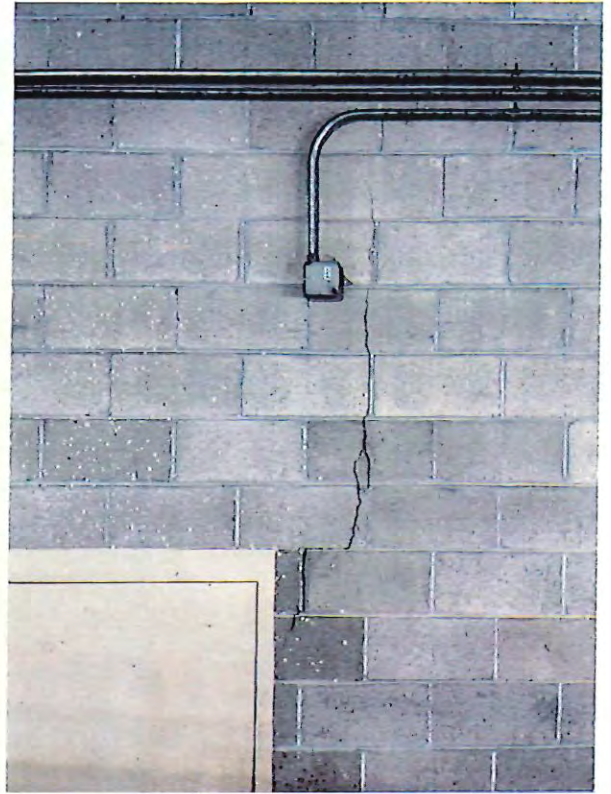


8 - basement level - wall crack.JPG





9 - basement level - wall crack.JPG



10 - CMU wall crack.JPG



11 - elevated parking deck crack.JPG



12 - SOG parking deck cracks.JPG





13 - PT pocket deterioration.JPG



14 - spalled concrete curb.JPG



15 - spalled concrete step.JPG



16 - spalled concrete at embed.JPG





17 - crack in stair tread.JPG



18 - crack in stair landing.JPG



19 - traffic coating wear.JPG



20 - traffic coating wear.JPG





21 - corroded wall panel connection.JPG



22 - corroded wall panel connection.JPG



23 - corroded wall panel connection.JPG



24 - stair tower steel corrosion.JPG





25 - east stair paint peeling and steel corrosion.JPG



26 - east stair steel corrosion.JPG



27 - west stair steel corrosion.JPG



28 - corroded drain pipe sleeve.JPG

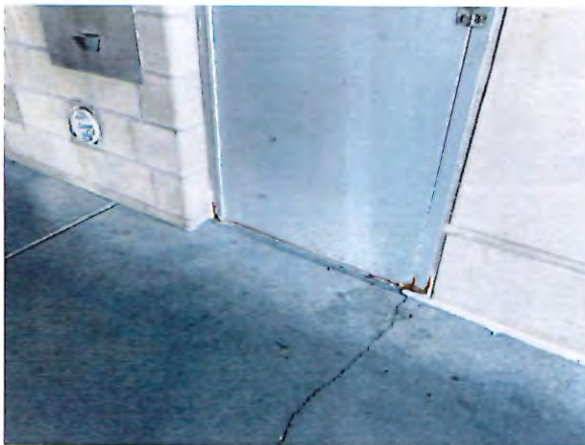




29 - corroded drain pipe and sleeves.JPG



30 - corroded electrical box.JPG



31 - door frame corrosion.JPG



32 - door frame corrosion.JPG





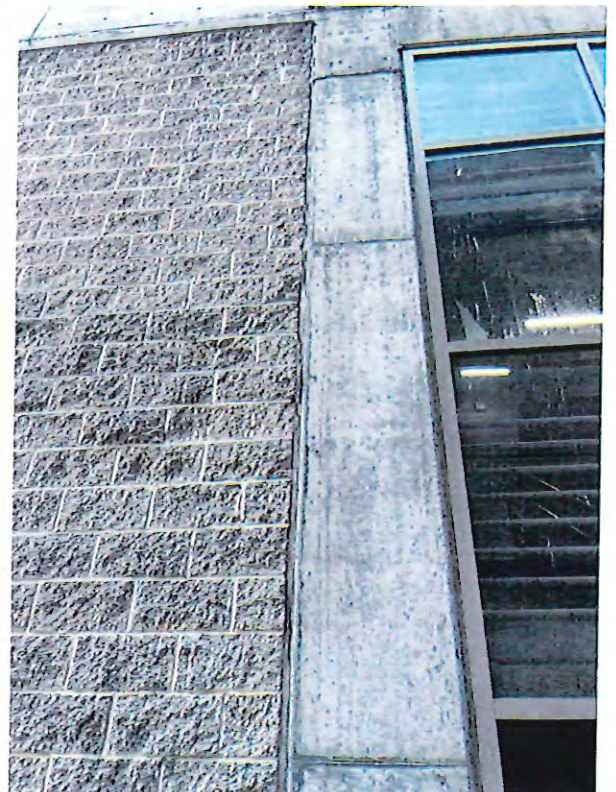
33 - door and frame corrosion.JPG



34 - facade panel corrosion.JPG



35 - awning hangar corrosion.JPG



36 - joint sealant deterioration.JPG





37 - flashing damage.JPG



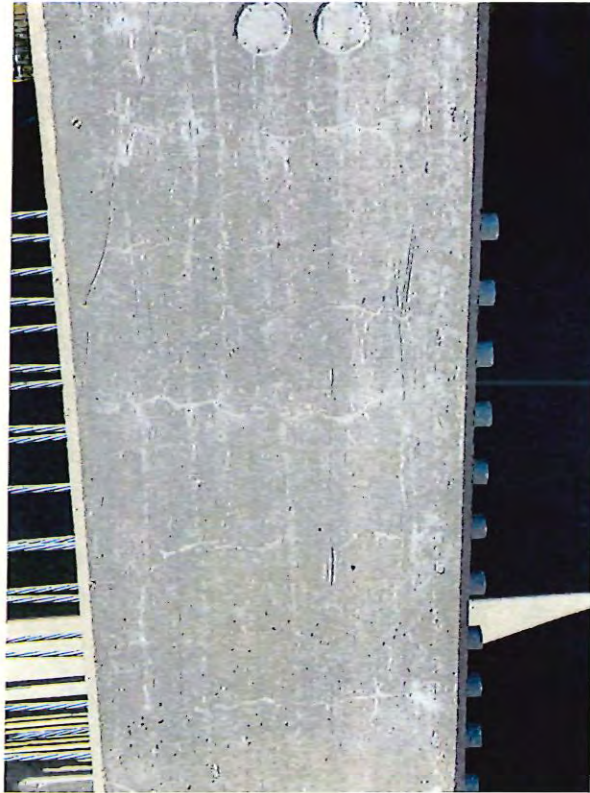
38 - flashing damage.JPG



39 - flashing damage.JPG



**Appendix B – Morton Street Parking Garage Representative Photos**



1 - column cracks.JPG



2 - column cracks.JPG



3 - column cracks.JPG



4 - column cracks with delamination.JPG





5 - column cracks with delamination.JPG



6 - column cracks with delamination.JPG



7 - exterior wall cracks.JPG



8 - exterior wall cracks.JPG





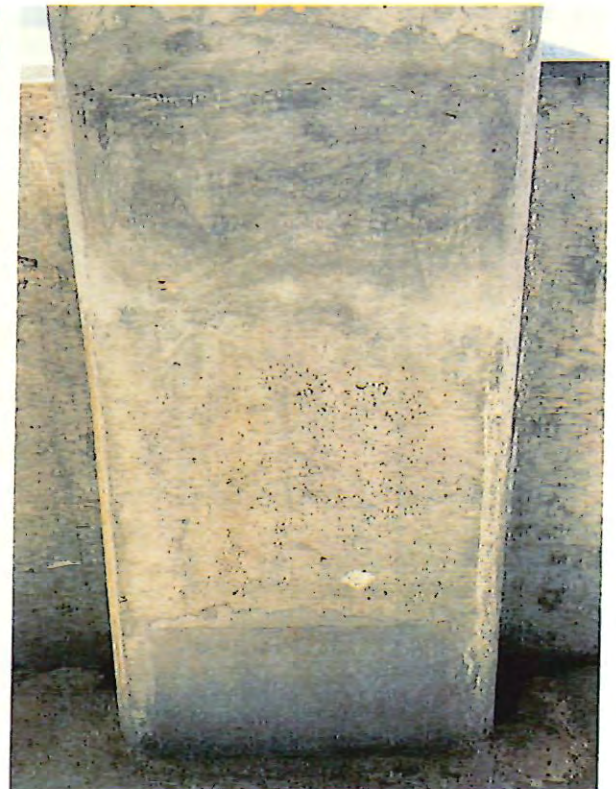
9 - exterior wall cracks.JPG



10 - CMU wall crack.JPG



11 - CMU wall crack.JPG



12 - delaminated column repair.JPG





13 - SOG spalled concrete.JPG



14 - crack in stair landing.JPG



15 - crack in stair landing.JPG

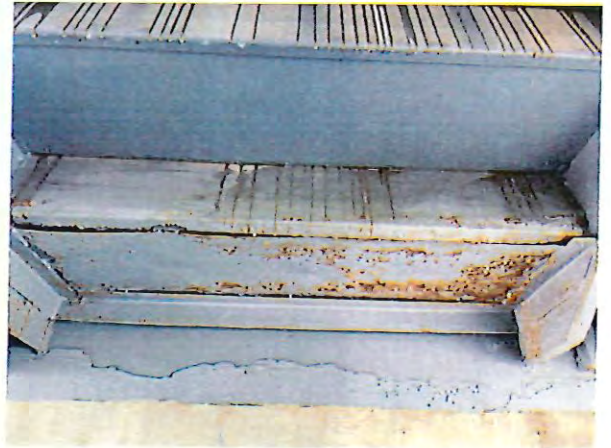


16 - corroded vehicular barrier cabling connection.JPG





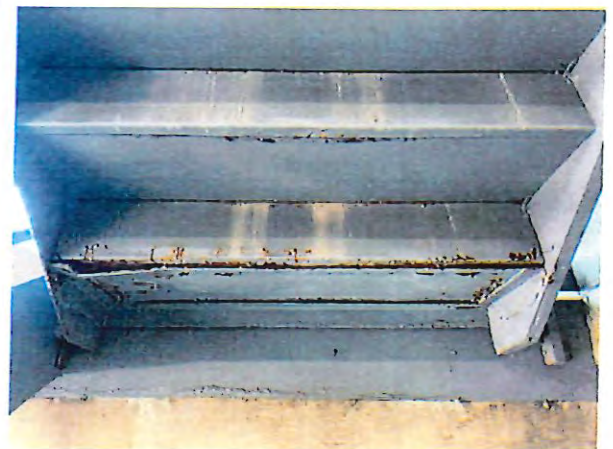
17 - stair steel corrosion.JPG



18 - stair steel corrosion.JPG



19 - stair steel corrosion.JPG



20 - stair steel corrosion.JPG



21 - stair tower steel corrosion.JPG



22 - pipe corrosion.JPG





# Board of Public Works

## Staff Report

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**Project/Event:** Approve Change Order Package #4 for the Hopewell East Project  
**Petitioner/Representative:** Engineering Department  
**Staff Representative:** Roy Aten  
**Date:** October 8<sup>th</sup>, 2024

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- **Report:** This project was awarded to Milestone Contractors LLC at the June 21st, 2023 meeting of the Board in the amount of \$13,373,284.90. The Board has approved prior change orders in the amount of \$322,206.20, for a current authorized contract amount of \$13,695,491.10. This package of change orders include the following change orders totaling an addition of \$221,697.91 to the contract, for a final contract amount of \$13,917,189.01. Funding for this Change Order will be a combination of \$162,332.93 from the RDC, \$44,744.98 from the Parks Department, and \$14,620.00 from CBU. A total of 18 days are being added to the contract time for a revised final completion date of November 22<sup>nd</sup>, 2024.
  - CO #11, Adjustment to pipe quantities, +\$19,485.00 – The original pay item quantities did not match the pipe type or quantities that were shown on the plans. This Change Order will add 243 LFT of pipe and the bid unit price.
  - CO #22, Additional Grading, +\$41,009.98 – The original plans did not take into account any grading work in the development lots. This change order will cover additional hours and equipment to complete the final grading of the lots. An additional 6 days will be added to the contract.
  - CO #23, Revision to casting type, Storm Sewer, +\$4,615.04 - During excavation a large storm sewer culvert was discovered crossing lot #1. It was determined that the culvert was no longer required and it was removed. This change order covers the cost of removal.
  - CO #24, Madison Topsoil, +\$5,817.00 – The original plans did not include the addition of topsoil in the tree plot of Madison Street. This change order will add 100 CYD of topsoil to the project.
  - CO #25, Plan Grade Discrepancies, +\$1,500.00 – Elevation errors in the original Hopewell survey caused the Hopewell and 1<sup>st</sup> Street projects to not line up. This change order is for the removal of some constructed curb and replaced at the new corrected elevation.
  - CO #26, Additional Bollards, +\$5,175.08 – Change Order #6 change the bollard types. It was later determined that the change order missed four bollards in the quantities. This change order will correct the quantities.
  - CO #27, Tree Grates, +\$44,744.98 – The Schedule of Items shows 34 tree grates while the plan set depicts 41 tree grates. This Change Order will add seven tree grates to the quantities. Two additional work days will be added to the project. (Parks Department)
  - CO #28, Communication Cables, +\$12,031.27 – This change order is for the installation and testing of Cat6A communication cables.
  - CO #29, Limestone Block Caulking, +\$1,672.10 – Installation of colored caulking between the limestone blocks and other surfaces.
  - CO #30, HMA Patching on CBU trench, +\$14,620.00 - During excavation a large storm sewer culvert was discovered crossing lot #1. It was determined that the culvert was no longer required and it was removed. This change order covers the cost of removal. (CBU)
  - CO #31, Pickle Ball Courts, +\$22,423.30 – Additional site work for the future installation of Pickle Ball Courts.
  - CO #32 Topsoil for Development Lots +\$37,604.16 – Addition of topsoil on the development lots in order to support grass growth.
  - CO #33, Concrete Curb on Rogers, +\$11,000.00 – Removal of a drive entrance and the installation of concrete curb along Rogers for the 413 W. 2<sup>nd</sup> St lot.



## CONTRACT COVER MEMORANDUM

**TO:** Legal Department, Aleksandrina Pratt  
**FROM:** Engineering Department, Roy Aten  
**DATE:** October 8<sup>th</sup>, 2024  
**RE:** Approve Change Order Package #4 for the Hopewell East Project

<b>Contract Recipient/Vendor Name:</b>	Milestone Contractors, LLC
<b>Department Head Initials of Approval:</b>	
<b>Responsible Department Staff:</b> <i>(Return signed copy to responsible staff)</i>	Roy Aten
<b>Responsible Attorney:</b> <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
<b>Record Destruction Date:</b> <i>(Legal to fill in)</i>	
<b>Legal Department Internal Tracking #:</b> <i>(Legal to fill in)</i>	
<b>Due Date For Signature:</b>	
<b>Expiration Date of Contract:</b>	12/30/2025
<b>Renewal Date for Contract:</b>	
<b>Total Dollar Amount of Contract:</b>	Original \$13,373,284.90 Previous COs \$322,206.20 CO PK #4 \$221,697.91 Final \$13,917,189.01
<b>Funding Source:</b>	TIF, West 17 <sup>th</sup> Street Area (439-15-159006-53990), Parks Department, and CBU
<b>W9/EFT Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
<b>Affirmative Action Plan Complete (if applicable):</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
<b>Procurement Summary Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

**Summary of Contract:** This project was awarded to Milestone Contractors LLC at the June 21st, 2023 meeting of the Board in the amount of \$13,373,284.90. The Board has approved prior change orders in the amount of \$322,206.20, for a current authorized contract amount of \$13,695,491.10. This package of change orders include the following change orders totaling an addition of \$221,697.91 to the contract, for a final contract amount of \$13,917,189.01. Funding for this Change Order will be a combination of \$162,332.93 from the RDC, \$44,744.98 from the Parks Department, and \$14,620.00 from CBU. A total of 18 days are being added to the contract time for a revised final completion date of November 22<sup>nd</sup>, 2024.

## City of Bloomington Contract and Purchase Justification Form

Vendor: Milestone Contractors, LLC

Contract Amount: \$13,917,189.01

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

### PURCHASE INFORMATION

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

☐

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☒

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes No

# of Submittals:

Yes No

Met city requirements?

☒☐

Met item or need requirements?

☒☐

Was an evaluation team used?

☐☒

Was scoring grid used?

☐☒

Were vendor presentations requested?

☐☒

Was the lowest cost selected? (If no, please state below why it was not.)

☒☐

Construction project awarded to Milestone Contractors at the June 21st, 2023 meeting of the Board of Public Works. Change Orders are being processed in accordance with the contract documents.

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

Original	\$13,373,284.90
Previous COs	\$322,206.20
CO PK #4	\$221,697.91
Final Auth Amount	\$13,917,189.01

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 Roy Aten

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 Senior Project Manager

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 Engineering

Print/Type Name

Print/Type Title

Department



# City of Bloomington, Indiana

## Change Order Details

### Hopewell Phase I East Infrastructure

Description	Construction of infrastructure for Hopewell Phase I East Site.
Prime Contractor	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
Change Order	11
Status	Pending
Date Created	03/07/2024
Type	Errors and Omissions
Summary	Adjust item quantities related to Storm Pipe types.
Change Order Description	<p>It was discovered after construction had begun and the installation of various storm structures impacted by certain pipe types and sizes, that there was a discrepancy between the Plan &amp; Profile sheets and the Structure Datasheets, in conjunction with the lack of the proper pipe type as a Pay Item in the Schedule of Items. This Change Order will adjust quantities in order to utilize existing items for pipe of the same size, but to install the type of pipe shown in the drawings.</p> <p>Therefore, The 2 existing pipe items shown below are being increase to provide payment for the work performed.</p> <p><b><u>Item 0084 (Pipe, Storm SWR, 12 IN, HDPE):</u></b></p> <p>*Planned QTY: 226.0 LFT. *Installed QTY: 360.0 LFT. *Increased QTY: 134.0 LFT. *C.O. Cost: \$8040.00.</p> <p><b><u>Item 0085 (Pipe, Storm SWR, 15 IN, HDPE):</u></b></p> <p>*Planned QTY: 32.0 LFT. *Installed QTY: 141.0 LFT.</p>



	*Increased QTY: 109.0 LFT.
	*C.O. Cost: \$11445.00
	The Total Net Cost Increase Change to the Contract by this Change Order (No. 0011) is: \$19,485.00
	No additional contract time is being considered with this Change Order.
<b>Awarded Project Amount</b>	\$13,373,284.90
<b>Authorized Project Amount</b>	\$13,695,491.10
<b>Change Order Amount</b>	\$19,485.00
<b>Revised Project Amount</b>	\$13,714,976.10

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0084	SP	LFT	\$60.000	226.000	\$13,560.00	134.000	\$8,040.00	360.000	\$21,600.00
PIPE, STORM SEWER, 12 IN., HDPE									
0085	SP	LFT	\$105.000	32.000	\$3,360.00	109.000	\$11,445.00	141.000	\$14,805.00
PIPE, STORM SEWER, 15 IN., HDPE									
2 items			Totals	\$16,920.00		\$19,485.00		\$36,405.00	

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

\_\_\_\_\_

Engineer

\_\_\_\_\_

Contractor

\_\_\_\_\_

Board of Public Works

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Date

\_\_\_\_\_

Date



# City of Bloomington, Indiana

## Change Order Details

### Hopewell Phase I East Infrastructure

Description	Construction of infrastructure for Hopewell Phase I East Site.
Prime Contractor	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
Change Order	22
Status	Pending
Date Created	06/15/2024
Type	Errors and Omissions
Summary	Additional Grading and Earthwork deemed necessary in the area of the Developmental Lots to be used in the future where the proposed Stockpiles required additional attention.
Change Order Description	<p>Throughout the duration of the project, the final appearance of the Developmental Lots and the Stockpiles that were called out to remain have been a point of discussion to seek the best finished product as the overall status of the Hopewell Phase 1 East Infrastructure Project transitions from the Construction Phase to the Development Phase.</p> <p>It became apparent that the information conveyed in the design, given some changes to the Field Conditions, would require some attention and revisions in order to yield the desired and acceptable end project to be ready for the forth coming Development.</p> <p>Milestone has requested an additional 6 Days be added to the Contract Completion Date to accommodate this added work. Given the nature and scope of the work, it is believed this request is justified and acceptable. Therefore, this Change Order (22) will include a Time Extension of 6 Additional Work Day and hence move the Completion Date out 6 days into the future.</p>
Awarded Project Amount	\$13,373,284.90
Authorized Project Amount	\$13,695,491.10
Change Order Amount	\$41,009.98
Revised Project Amount	\$13,736,501.08

## New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0300	105-06807	LS	1.000	\$41,009.980	\$41,009.98
ADDITIONAL					
Reason: Stockpile Hauling and Grading for Development Lots.					
1 item					Total: \$41,009.98

## Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Completion Date	10/31/2024	11/04/2024	6.0 Days	11/10/2024
Substantial Completion Date				
Reason: Extra Work				
1 time limit				

## Attachments

Document	Name	Description	Submission Date
Change_Order_Request_Template_FO R_MOVING_STOCKPILES.pdf	Change_Order_Request_Template FOR M OVING STOCKPILES.pdf	Change Order Request Form from Milestone for the reworking and grading of Stockpiles.	06/15/2024 12:17 PM EDT
3 attachments			



Document	Name	Description	Submission Date
DIRECT_COST_FOR_MOVING_STOCK PILES.pdf	DIRECT COST FOR MOVING STOCKP ILES.pdf	Milestone provided price and supporting documentation for the mov ing and grading of the Stockpile materials.	06/15/2024 12:15 PM EDT
REQUESTED_DAYS.pdf	REQUESTED DAYS.pdf	Table tracking Milestone's request for additional days for various Ch ange Orders. This CO is asking for 6 Days.	06/15/2024 12:17 PM EDT
3 attachments			

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

Engineer

Contractor

Board of Public Works

Title

Title

Title

Date

Date

Date

# CHANGE ORDER REQUEST FORM

CONTRACT NO.	HOPEWELL PH1 EAST PROJECT	DATE OF SUBMISSION	June 14, 2024
--------------	---------------------------------	--------------------	---------------

PROJECT DESCRIPTION <i>(route / intersection / bridge no(s).)</i>	HOPEWELL PHASE 1 EAST
CHANGE ORDER REQUEST SUMMARY DESCRIPTION	CHANGE ORDER REQUEST FOR MOVING STOCKPILES IN FUTURE LOTS/ ADDING A TOTAL OF 6 DAYS TO THE PROJECT.
PROPOSED SOLUTION SUMMARY	THE WERE ORIGINALLY 3 STOCKPILE LOCATIONS FOR THIS PROJECT TO SAVE ALL DIRT. NO ELEVATIONS WERE PROVIDED FOR THESE LOTS. WE TRIED TO MANAGE OUR STOCKPILES THE BEST WE COULD IN EACH LOCATION. SOME OF THESE STOCKPILES NEEDED MOVED AROUND TO BUILD UP EACH LOT

NOTE: Upon request from Engineer, enter detailed description on page 2.

ONSET DATE OF CHANGE	June 14, 2024	CHANGE ORDER TYPE	104.02 Changed Conditions
----------------------	---------------	-------------------	---------------------------

## PROPOSED COST AND TIME ADJUSTMENT

<u>COST</u>	COST INCREASE / (DECREASE):	\$	\$41,009.98

The cost adjustment shall include lump sum and/or estimated totaled unit-priced item costs. Attach a separate sheet of unit price items including item description, unit of measurement, estimated quantity and unit price.

### CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF COST CHANGE:

☐ 109.03 Altered Quantities ☒ 109.05(a) Agreed Price ☐ 109.05(b) Force Account ☐ 109.05.02 Delay Costs

PROPOSED COST CHANGE INCLUDES: ☐ Labor ☐ Material ☐ Equipment ☐ Lease Agreement ☒ Subcontractor

<u>TIME ADJUSTMENT</u>	INCREASE / (DECREASE):	(work days)	4
------------------------	------------------------	-------------	---

### CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF TIME CHANGE:

☒ 108.08(a) Excusable, Non-Compensable ☐ 108.08(b) Excusable, Compensable

NOTE: If **Compensable**, attach details based on 109.05.2(a) Allowable Delay Costs.

## SUPPLEMENTAL INFORMATION

Additional information.

CHANGE ORDER ORIGATION:	<input checked="" type="checkbox"/> INDOT / LPA <input type="checkbox"/> Contractor
DOCUMENTS AFFECTED:	

## CHANGE ORDER REQUEST FORM

<input type="checkbox"/> Contract Specifications (ref. doc name/no.)	Click here to enter text.
<input type="checkbox"/> Contract Plans (ref. doc name/no.)	Click here to enter text.
CHANGE ORDER AFFECTS DBE PARTICIPATION:	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no (if yes, attach details)

CONTRACT NO.

## UPON WRITTEN REQUEST FROM THE ENGINEER, PROVIDE ADDITIONAL DETAIL

DATE RECEIVED REQUEST FOR ADDITIONAL DETAIL	[Select Date]	SUBMITTAL DATE OF ADDITIONAL DETAIL	[Select Date]
--	---------------	--	---------------

### DETAILED DESCRIPTION / JUSTIFICATION:

*(Include location(s), actions of contractor, owner, and other stakeholders, key events and related cause(s), discoveries, discussions, meetings, and effect on the contract if no action is taken. Also include references to key documents attached or available to support this change order request.)*

**MOVING DIRT FROM STOCKPILE LOCATIONS TO BUILD UP FUTURE LOTS. THIS WORK WILL ADD 4 DAYS OF MOVING MATERIAL. THEN AT THE END OF THE JOB WE CALCULATED 2 DAYS TO FINEGRADE ALL OF THESE LOTS.**

### PROPOSED SOLUTION – ADDITIONAL DETAILS:

*(Include proposed scope of work, means & methods, materials, equipment, utility relocation required, subcontracted scope and the effect on the contract schedule. Also include references to attached documents including, but not limited to, sketches, calculations, photos, material information, and submittals and meeting minutes.)*

Click here to enter text.

## SIGNATURE

Contractor:

Name: (print) THOMAS GOTT \_\_\_\_\_

CHANGE ORDER REQUEST FORM

(signature) THOMAS GOTT \_\_\_\_\_ Date:6/14/2024

THOMAS GOTT \_\_\_\_\_

*NOTE: The Contractor should retain a signed copy of this document for record.*

**CONTRACT NO.**

**HOPEWELL PH1**

**ATTACHMENT: UNIT PRICE ITEMS DETAIL**

Attach or paste a unit price item detail.



Activity Resource	Desc	Pcs	Quantity Unit	Unit Cost	Labor	Equip- Ment	Material	Supplie	Sub- Contract	Trucking
----------------------	------	-----	------------------	--------------	-------	----------------	----------	---------	------------------	----------

BID ITEM = 1

Description = STOCKPILE LOADS MOVED AROUND

Land Item Unit =

SCHEDULE: 1 100

Takeoff Quan: 141.000

Engr Quan: 141.000

1

LOADS

Quan: 141.00

LDS

Hrs/Shft: 10.00

Cal: 510

WC: 1

BLANK	(Mod) Blank Crew		40.00	CH	Prod:	4.0000	S	Lab Pcs:	3.00	Eqp Pcs:	3.00
5103	Haul Exc (HR)	1.00	37.00	HR	132.000						4,884
8DZ4	Dozer D6N DS XL 22294	1.00	40.00	HR	153.930		6,157				
8EX3	Excavator - Large Cat	1.00	40.00	HR	190.400		7,616				
8LO4	Skid Steer 52479	1.00	40.00	HR	96.260		3,850				
HSUP41-81	Hourly Superintendent 41/8	1.00	40.00	MH	40.650	3,076					
LAB	laborers (all except 41/81)	1.00	40.00	MH	27.400	2,144					
OPR841	operator841	1.00	40.00	MH	34.850	2,840					
\$30,567.53	0.8510 MH/LDS		120.00	MH	[ 32.111 ]	8,060	17,624				4,884

2

GRADE LOTS

Quan: 1.00

LS

Hrs/Shft: 10.00

Cal: 510

WC: 1

BLANK	(Mod) Blank Crew		20.00	CH	Prod:	2.0000	S	Lab Pcs:	4.00	Eqp Pcs:	2.00	**Unreviewed
8DZ5	D5 Dozer 22311	1.00	20.00	HR	152.630		3,053					
8LO4	Skid Steer 52479	1.00	20.00	HR	96.260		1,925					
LAB41-81	laborers 41/81	2.00	40.00	MH	31.740	2,625						
OPR841	operator841	2.00	40.00	MH	34.850	2,840						
\$10,442.45	80.0000 MH/LS		80.00	MH	[ 2929.96 ]	5,465	4,978					

====>	Item Totals:	1	- STOCKPILE LOADS MOVED AROUND									
\$41,009.98	1.4184 MH/LDS		200.00	MH	[ 52.89 ]	13,525	22,601				4,884	
290.851	141 LDS					95.92	160.29				34.64	

\$41,009.98	*** Report Totals ***		200.00	MH		13,525	22,601				4,884	
-------------	-----------------------	--	--------	----	--	--------	--------	--	--	--	-------	--

>>> indicates Non Additive Activity

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

'Unreviewed' Activities are marked.

Bid Date: Owner: Engineering Firm:

Estimator-In-Charge:

JOB DOES NOT HAVE NOTES

\* on units of MH indicate average labor unit cost was used rather than base rate.

[ ] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

-----Calendar Codes-----

508 40 HR WEEK (5 X 8)

509 45 HR WEEK (5 X 9)

510 50 HR WEEK (5 X 10) (Default Calendar)

511 55 HR WEEK (5 X 11)

512 60 HR WEEK (5 X 12)

513 65 HR WEEK (5 X 13)

514 70 HR WEEK (5 X 14)

608 48 HR WEEK (6 X 8)

609 54 HR WEEK (6 X 9)

Activity	Desc	Quantity	Unit	Equip-	Sub-
Resource		Pcs	Unit	Cost	Labor
				ment	Contract
				Material	Trucking
				Supplie	

BID ITEM	=	1	Land Item	SCHEDULE:	1	100			
Description =		STOCKPILE LOADS MOVED AROUND	Unit =	LDS	Takeoff Quan:		141.000	Engr Quan:	141.000
610		60 HR WEEK (6 X 10)							
611		66 HR WEEK (6 X 11)							
612		72 HR WEEK (6 X 12)							
613		78 HR WEEK (6 X 13)							
614		84 HR WEEK (6 X 14)							
800		SATURDAY ONLY (TIME & 1/2)							
900		SUNDAY ONLY (DOUBLE TIME)							

## REQUESTED DAYS

CHANGE ORDER	DAYS REQUESTED
BOLLARDS CO	4 DAYS - ONGOING
BOX CULVERT CO	3 DAYS - FINISHED
FIELD ORDER #26	3 DAYS – ONGOING
UNDERCUT CO	4 DAYS – CO SENT IN FOR REVIEW
MOVING STOCKPILES	6 DAYS - ONGOING

**TOTAL REQUESTED DAYS**= 20 DAYS



# City of Bloomington, Indiana

## Change Order Details

### Hopewell Phase I East Infrastructure

Description	Construction of infrastructure for Hopewell Phase I East Site.
Prime Contractor	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
Change Order	23
Status	Pending
Date Created	08/02/2024
Type	Errors and Omissions
Summary	Revision to planned Casting types related to the Storm Sewer System.
Change Order Description	<p>This Change Order for Field Order #25 has been a pending item for a while, as REA worked with Milestone to obtain the required documentation. The Field Order was triggered by questions regarding the design initiated by Milestone and REA. The original design called for solid castings (8055) on structures that appeared to require open castings. Shrewsberry agreed and prepared plans for the Field Order. Shrewsberry's communication on the issue and their plan sheet is part of the FO and have been attached.</p> <p>Since Milestone already had the solid castings onsite, see photos included with the 8055 Casting Invoice, they are entitled to compensation for the solid castings per the material costs, see attached documentation.</p> <p>The material costs for the new castings (Type 2) have been provided by Milestone, as well as the Original castings (8055). Note that the new casting (Type 2) are more expensive than the castings in the original design (8055) so the difference between the FO castings (Type 2) and the original design castings (8055) is also due to Milestone. Please find the cost breakdown in the attached supporting documentation.</p> <p>Following review with City Engineering, this Change Order Type will be considered Errors and Omissions for the items involved, given the agreement of the required change by the design consultant (Shrewsberry).</p> <p>No additional contract time is being considered with this Change Order.</p>
Awarded Project Amount	\$13,373,284.90
Authorized Project Amount	\$13,695,491.10

Change Order Amount

\$4,615.04

Revised Project Amount

\$13,700,106.14

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0310	720-04790	EACH	4.000	\$1,153.760	\$4,615.04
CASTING					
Reason: - Change from Planned 8055 Casting to Revised Type 2 Casting. Cost increase per casting with all associated materials and work.					
1 item					Total: \$4,615.04

Attachments

Document	Name	Description	Submission Date
7-26-24_email_Hopewell_Phase_1_East_-_F O_25_CO.pdf	7-26-24 email Hopewell Phase 1 East - F O#25 CO.pdf	Email from Patrick of REA to Roy Aten to advise of forth coming Change Order with supporting documentation.	09/18/2024 02:54 PM EDT
8055_Casting_Invoice_and_Photos.pdf	8055 Casting Invoice and Photos.pdf	Supporting Documentation with Casting Invoice and Photo verification of castings on site.	09/18/2024 02:54 PM EDT
Hopewell_Phase_1_East_Field_Order_No._25_-_Centerstone_Inlet_Castings_-_2024-04-0	Hopewell Phase 1 East_Field Order No. 25 - Centerstone Inlet Castings - 2024-0	Field Order 25 from REA to City of Bloomington and Contractor.	09/18/2024 02:56 PM
5 attachments			



Document	Name	Description	Submission Date
1__002_.pdf	4-01 (002).pdf		EDT
Shrewsberry_-_Emails_Regarding_Change.pdf	Shrewsberry - Emails Regarding Change.pdf	Emails between REA and Shrewsberry to document the correspondence between the Construction Inspection Team to assess the situation & review by Roy Aten.	09/18/2024 02:57 PM EDT
Type_2_Casting_Invoice.pdf	Type 2 Casting Invoice.pdf	Contractor Invoice from the Supplier for the Castings.	09/18/2024 02:59 PM EDT
5 attachments			

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

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

RUNDELL ERNSTBERGER ASSOCIATES

Field Order No. 25

Date of Issuance:	April 1, 2024	Owner:	City of Bloomington
Project Name:	Hopewell Phase 1 East	Contractor:	Milestone Contractors LP
Project Location:	Bloomington, IN	Project Engineer:	Cecil Penland
Project No:	REA # 1671		

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 10.00, for minor changes or alterations in the Work without changes in Contract Price or Contract Time. If Contractor considers that a change in Contract Price or Contract Time is required, submit a request for Change Order in accordance with General Conditions Paragraph 11.00, before proceeding with this Work.

Reference:	33 4200 - Stormwater Conveyance	C203
	Specification(s)	Drawing(s) / Detail(s)




**Description:** Shrewsberry issued the updated C203 plan sheet indicating a change in casting type for structures CS-1, CS-2, CS-3 and CS-4. The update changes the casting from EJIW 8055, solid manhole cover, to INDOT Type 2, an open grate manhole cover.

It appears Milestone recognized the need for a change in casting and currently has open grate castings installed.

Attachments:

C203 - Centerstone Lot Utility Plan

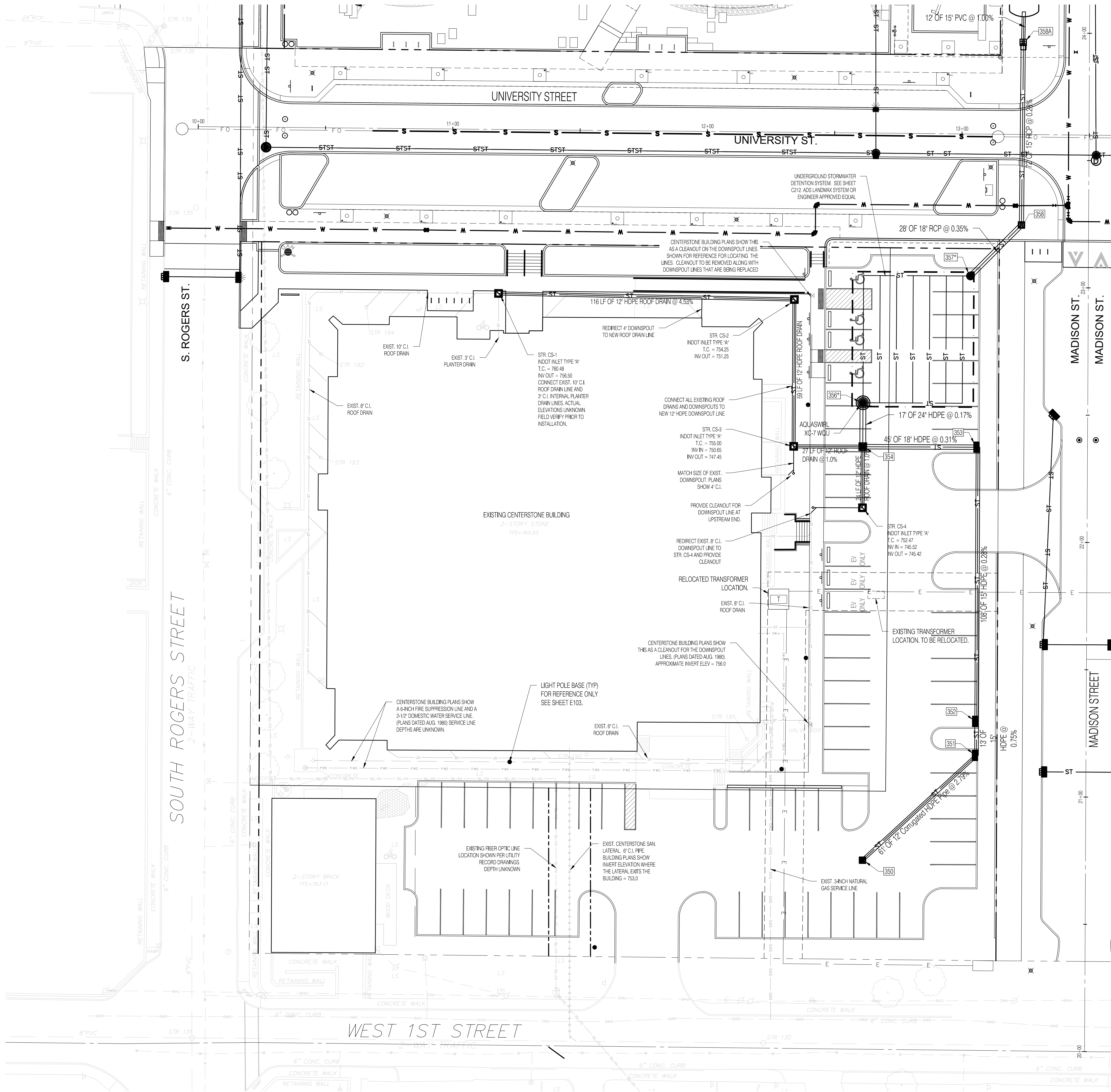
ISSUED:	RECEIVED:
By: 	By: _____
Engineer (Authorized Signature)	Contractor (Authorized Signature)
Title: Landscape Architect	Title:
Date: April 1, 2024	Date:

CC: Roy Aten, City of Bloomington  
Andrew Cibor, City of Bloomington





NOTE: ALL STORMWATER INFRASTRUCTURE LOCATED WITHIN LOTS 3 AND 4, INCLUDING ALL INLETS, MANHOLES, STORM SEWERS, WATER QUALITY UNITS, DETENTION SYSTEMS, ROOF DRAINS, AND OTHER SIMILAR ITEMS, ARE TO BE MAINTAINED BY THE PROPERTY OWNER.



LEGEND:

- RIGHT OF WAY LINE (EXISTING RW)
- EASEMENT LINE
- CENTER LINE
- RIGHT OF WAY LINE (NEW RW)
- PARKING STRIPPING
- STORM SEWER
- 6" UNDERDRAIN
- STORMWATER STRUCTURE
- EXISTING
- INVERT ELEVATION
- MANHOLE
- REINFORCED CONCRETE PIPE
- TOP OF CURB/TOP OF CASTING GRADE

UTILITY NOTES

- CONTRACTOR SHALL SCHEDULE A PRECONSTRUCTION MEETING WITH THE CITY OF BLOOMINGTON UTILITIES (CBU) DEPARTMENT PRIOR TO THE START OF CONSTRUCTION. CALL THE UTILITIES TECHNICIAN AT 812-349-3676 TO INITIATE THIS PROCESS.
- THE UTILITIES INDICATED ON THE PLANS AND SURVEY MAY NOT BE A COMPLETE INVENTORY OF ALL EXISTING UTILITIES ON AND AROUND THE SITE. THE LOCATION AND SIZE OF THESE UTILITIES MAY BE APPROXIMATE. UTILITY INFORMATION WAS GATHERED OR SUPPLIED BY OTHERS AND THE DESIGN SHOWN ON THESE PLANS RELIES ON THE ACCURACY OF THE UTILITY INFORMATION. THE LANDSCAPE ARCHITECT SHALL NOT BE HELD LIABLE FOR INCORRECT OR MISLEADING UTILITY INFORMATION INDICATED, IMPLIED, OR NOT INDICATED ON THESE PLANS.
- CONTRACTOR SHALL TAKE PARTICULAR CARE WHEN EXCAVATING IN AND AROUND EXISTING UTILITY LINES AND EQUIPMENT. VERIFYING FIELD LOCATIONS OF EXISTING UTILITIES ARE THE RESPONSIBILITY OF THE CONTRACTOR. FIELD LOCATIONS OF EXISTING UTILITIES SHALL BE DETERMINED EITHER BY AN AUTHORIZED REPRESENTATIVE OF THE UTILITY OR A PRIVATE UNDERGROUND UTILITY LOCATER SERVICE PRIOR TO THE START OF EXCAVATING. VERIFY MINIMUM UTILITY COVER REQUIREMENTS BY THE UTILITY. MAINTAIN MINIMUM UTILITY COVER REQUIREMENTS DURING CONSTRUCTION WITHOUT DAMAGING UTILITIES.
- CONTRACTOR SHALL NOTIFY UTILITIES 72 HOURS BEFORE CONSTRUCTION IS TO START TO VERIFY UTILITIES PRESENT ON THE SITE. ALL VERIFICATIONS, LOCATIONS, SIZE, AND DEPTHS SHALL BE MADE BY THE APPROPRIATE UTILITY. WHEN EXCAVATING AROUND OR OVER EXISTING UTILITIES, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANY SO A REPRESENTATIVE OF THE UTILITY CAN BE PRESENT DURING THE EXCAVATION TO OBSERVE EXCAVATIONS.
- THE CONTRACTOR SHALL BEAR EXPENSES TO REMOVE, RELOCATE, AND / OR MODIFY UTILITIES REQUIRED TO BE ADJUSTED FOR SUCCESSFUL COMPLETION OF CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL VERIFY WITH UTILITIES EXISTING UTILITIES THAT MAY CONFLICT WITH CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL VERIFY PLANNED FUTURE UTILITY IMPROVEMENTS THAT MAY IMPACT CONSTRUCTION ACTIVITIES.
- CONTRACTOR SHALL ADJUST ALL UTILITY COVERS, FRAMES, CASTINGS, LIDS, ACCESS PANELS, STRUCTURES AND RISERS IN SUCH A MANNER TO BE FLUSH WITH PROPOSED FINISH GRADES. CONTRACTOR SHALL TAKE CARE TO NOT DAMAGE UTILITY COVERS, FRAMES, CASTINGS, LIDS, ACCESS PANELS, STRUCTURES AND RISERS DURING CONSTRUCTION.
- CONTRACTOR SHALL COORDINATE WITH UTILITIES FOR RELOCATION, REMOVAL OR ABANDONMENT OF UTILITY FACILITIES ON-SITE OR CROSSING THE SITE. DO NOT INTERRUPT UTILITY FACILITIES SERVING OCCUPIED FACILITIES USED BY THE OWNER OR OTHERS WITHOUT PRIOR WRITTEN AUTHORIZATION.
- COSTS INCURRED BY THE CONTRACTOR COORDINATING NEW UTILITY SERVICES SHALL BE PAID FOR BY THE CONTRACTOR.
- UTILITY CONNECTIONS TO EXISTING FACILITIES SHALL BE VERIFIED WITH THE OWNERS REPRESENTATIVE AND COORDINATED WITH THE UTILITY PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES.
- MAINTAIN SEPARATION REQUIRED BY UTILITIES AND AUTHORITIES HAVING JURISDICTION BETWEEN UTILITIES AND STRUCTURES.
- UTILITY SLEEVES SHALL WHERE INDICATED SHALL BE SCHEDULE 80 PVC PIPE OF DIAMETER NOTED ON DRAWINGS UNLESS NOTED OTHERWISE. WHERE POSSIBLE MULTIPLE PIPE LOCATIONS SHALL BE GANGED OR STACKED TO MINIMIZE SPACE REQUIREMENTS. UTILITY SLEEVES SHALL EXTEND A MINIMUM OF 24" BEYOND PAVEMENT, FOOTING OR ROCK EDGES. CONTRACTOR SHALL MARK SLEEVE EDGES ABOVE GROUND.
- SLEEVES SHALL BE INSTALLED A MINIMUM OF 36" BELOW FINISH GRADE TO THE TOP OF THE PIPE UNLESS NOTED OTHERWISE OR OTHERWISE DETERMINED BY THE OWNERS REPRESENTATIVE.
- SLEEVES SHALL BE LOCATED IN ACCESSIBLE CORNERS, ALONG PAVEMENT EDGES AND EDGES OF PLANTING BEDS. AVOID EXTENDING SLEEVES TO CENTER OF PLANTING AREAS.
- LABOR AND MATERIALS REQUIRED TO REDIRECT AND/OR CONNECT EXISTING CENTERSTONE BUILDING ROOF DRAINS TO PROPOSED STORM SEWER SYSTEM AS SHOWN ON THIS SHEET SHALL BE CONSIDERED IN THE COST OF OTHER ITEMS.

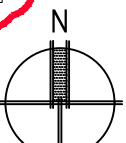
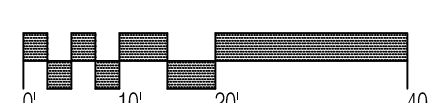
GENERAL UTILITY NOTES

- THE CONTRACTOR IS CAUTIONED THAT THE LOCATIONS AND/OR ELEVATIONS OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OR VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THIS INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR IS RESPONSIBLE FOR THE ACCURATE LOCATION OF ALL UTILITIES AND HAZARDS WHETHER SHOWN OR NOT. THE CONTRACTOR MUST CONTACT THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES.
- ALL UTILITY TRENCHES SHALL BEGIN AT THE LOWEST ELEVATION AND SHALL PROGRESS UPWARD.
- WHERE POSSIBLE, ALL UTILITY TRENCHES SHALL BE CUT THROUGH THE COMPACTED SUBGRADE SOIL, AND BACKFILLED PRIOR TO THE PLACEMENT OF THE COMPACTED AGGREGATE PAVEMENT BASE.
- UNLESS STATED OTHERWISE IN THESE CONTRACT DOCUMENTS, THE INSTALLATION OF THE ROOF DRAIN COLLECTOR PIPING SHALL BE THE RESPONSIBILITY OF THE SITE UTILITY CONTRACTOR.
- ALL STORM PIPE (12" DIAMETER OR LARGER) SHALL BE REINFORCED CONCRETE PIPE (CLASS III).

STRUCTURE DATA TABLE						
STR. #	TC	INV. IN	INV. OUT	PIPES IN	PIPES OUT	STRUCTURE
350	751.70		749.20 (NE)		12" Corrugated HDPE Pipe	INDOT Inlet Type A
351	749.59	747.50 (SW)	747.40 (N)	12" Corrugated HDPE Pipe	15" HDPE	INDOT Inlet Type J Curb Inlet
352	749.42	747.30 (S)	747.20 (N)	15" HDPE	15" HDPE	INDOT Inlet Type J Curb Inlet (24x36)
353	750.77	746.90 (S)	746.80 (W)	15" HDPE	18" HDPE	INDOT Inlet Type J Curb Inlet (24x36)
354	752.17	746.66 (E) 747.06 (W) 747.06 (S)	746.26 (N)	18" HDPE 12" HDPE 12" HDPE	24" HDPE	INDOT Type C Manhole (48" Dia.)
356*	752.55	746.23 (S)		24" HDPE		72" Dia. Manhole
357*	751.89		745.40 (NE)		18" RCP	96" Cylindrical Outlet Control Structure
358	750.25	745.30 (SW)	745.30 (N)	18" RCP	15" RCP	24 x 24 inch Rectangular Structure
CS-1	757.60		756.50 (E)		12" HDPE	INDOT Inlet Type A
CS-2	754.78	751.25 (W)	751.25 (S)	12" HDPE	12" HDPE	INDOT Inlet Type A
CS-3	755.45	750.65 (N)	750.45 (E)	12" HDPE	12" HDPE	INDOT Inlet Type A
CS-4	751.91		747.30 (N)	12" HDPE	12" HDPE	INDOT Inlet Type A

UTILITY PLAN

Scale: 1" = 20'-0"



REVISIONS		DESCRIPTION	
NO.	DATE	DATE	DESCRIPTION
FO 25	03/26/24		INLET CASTING TYPE UPDATE

CITY OF BLOOMINGTON  
Bloomington, IN 47403

shrewsberry  
RE  
BEE  
ARCHITECTURAL  
CIVIL ENGINEERING  
PLANNING  
LAND SURVEYING

CERTIFIED BY:

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

DATE: 03/15/2023 PROJECT NO: 21-0049  
DRAWN BY: RDR CHECKED BY: MDW  
DRAWING STATUS: RE-BID  
SHEET TITLE: CENTERSTONE LOT UTILITY PLAN  
SHEET NO: C203



**From:** [Patrick Dierkes](#)  
**To:** [Roy Aten](#)  
**Cc:** [zac.rogers@bloomington.in.gov](mailto:zac.rogers@bloomington.in.gov); [Judson Huber](#); [Michael Roth](#); [Cecil Penland](#)  
**Subject:** Hopewell Phase 1 East - FO#25 CO  
**Date:** Friday, July 26, 2024 9:30:26 AM  
**Attachments:** [image002.png](#)  
[Type 2 Casting Invoice.pdf](#)  
[8055 Casting Invoice and Photos.pdf](#)  
[Shrewsberry - Emails Regarding Change.pdf](#)  
[Hopewell Phase 1 East Field Order No. 25 - Centerstone Inlet Castings - 2024-04-01.pdf](#)

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**Caution:** Internal (pdierkes@reasite.com)

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Roy,

The CO for FO#25 has been a pending item for a while as I worked with Milestone to obtain the required documentation. The FO was triggered by questions regarding the design initiated by Milestone and REA. The original design called for solid castings (8055) on structures that appeared to require open castings. Shrewsberry agreed and prepared plans for the FO. I've attached Shrewsberry's communication on the issue and their plan sheet is part of the FO.

Since Milestone has the solid castings onsite, see photos included with the 8055 Casting Invoice, they are entitled to compensation for the solid castings per the material costs, see attached documentation. Milestone provided their material costs for the new castings (Type 2) which are more expensive so the difference between the FO castings (Type 2) and the original design castings (8055) is also due to Milestone. Cost breakdown is below.

FO #25 Direct Costs CO				
Category	Item	Quantity	Unit Price	Total
Compensation for Difference in Material Costs	FO #25 Type 2 Casting	4	\$1,153.76	\$4,615.04
	Contract Casting - 8055	-4	\$888.01	-\$3,552.04
			Sub-Total:	\$1,063.00
Compensation for Materials on Hand	Contract Casting - 8055	4	\$888.01	\$3,552.04
			<b>CO Total:</b>	<b>\$4,615.04</b>

I would consider this Errors and Omissions item given the agreement of the required change by the design consultant.

Jud and Michael please put together the CO per this information.

Let me know if you have any questions.

Thank you,  
Patrick

**PATRICK DIERKES, PE**  
PROJECT ENGINEER

**RUNDELL ERNSTBERGER ASSOCIATES**

**URBAN DESIGN / PLANNING / LANDSCAPE ARCHITECTURE**  
618 EAST MARKET STREET / INDIANAPOLIS, INDIANA 46202  
O 317.263.0127 / M 573.808.6870 / [REASITE.COM](http://REASITE.COM)



## Patrick Dierkes

---

**From:** Joel Stevens <jstevens@shrewsusa.com>  
**Sent:** Tuesday, March 19, 2024 10:27 AM  
**To:** Patrick Dierkes  
**Cc:** Cecil Penland; Roy Aten; Judson Huber; Michael Buchanan  
**Subject:** RE: Hopewell Phase 1 East - Updates  
**Attachments:** C203 Rev 007 20240312.pdf

External (jstevens@shrewsusa.com)

[Report This Email](#) [Protection by Teknabyte Consulting](#)

Greeting Patrick-

Yes, please proceed as you have noted below.

Also, please find attached the revised plan documents for sheet C203 which updates the CS 1-4 structures to an open grate.

Regarding Morton Street, Shrewsberry will issue reconstruction plans to address the impacts related to the sanitary sewer conflicts. Please note that Shrewsberry is acting in the best interest of the project to keep the contractor moving forward and considers the redesign of the sanitary system and related roadway improvements to be additional scope items outside of our contractual obligations.

Respectfully,

**Joel Stevens, PLA**  
Director - Landscape Architecture



7321 Shadeland Station, Suite 160  
Indianapolis, IN 46256  
[jstevens@shrewsusa.com](mailto:jstevens@shrewsusa.com)  
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**[SHREWSUSA.COM](http://SHREWSUSA.COM)**



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**From:** Patrick Dierkes <[pdierkes@reasite.com](mailto:pdierkes@reasite.com)>  
**Sent:** Tuesday, March 19, 2024 8:15 AM  
**To:** Joel Stevens <[jstevens@shrewsusa.com](mailto:jstevens@shrewsusa.com)>

**Cc:** Cecil Penland <[cpenland@reasite.com](mailto:cpenland@reasite.com)>; Roy Aten <[atenro@bloomington.in.gov](mailto:atenro@bloomington.in.gov)>; Judson Huber <[jhuber@reasite.com](mailto:jhuber@reasite.com)>; Michael Buchanan <[mbuchanan@shrewsusa.com](mailto:mbuchanan@shrewsusa.com)>

**Subject:** RE: Hopewell Phase 1 East - Updates

Thank you for the clarification, Joel. I've summarized my understanding of this issue per our phone conversation and your email. I will move forward per the summary below unless notified otherwise by noon tomorrow, 3/20/24.

- Shrewsberry is withdrawing the statement that STR 305 and STR 306 are installed in the wrong location and at the wrong elevation.
- The reviewed submittal is incorrect so the inspection team will advise Milestone to replace the top to STR 305 to match the plan specified casting and install the plan specified casting.

Please note we are waiting for the following items from Shrewsberry:

- Reconstruction plans for the improvements impacted by the Morton St sanitary sewer location updates.
- Clarification on the casting type for structures CS-1, CS-2, CS-3 & CS-4. Per the structure data table on C203 the castings are EJ 8055 which are solid top MH castings. Based upon their location and the grading of the site it appears these casting should be open grates to collect surface runoff.

Thank you,  
Patrick

**PATRICK DIERKES, PE**  
PROJECT ENGINEER

## **RUNDELL ERNSTBERGER ASSOCIATES**

**URBAN DESIGN / PLANNING / LANDSCAPE ARCHITECTURE**  
618 EAST MARKET STREET / INDIANAPOLIS, INDIANA 46202  
O 317.263.0127 / M 573.808.6870 / REASITE.COM

---

**From:** Joel Stevens <[jstevens@shrewsusa.com](mailto:jstevens@shrewsusa.com)>

**Sent:** Friday, March 15, 2024 12:48 PM

**To:** Patrick Dierkes <[pdierkes@reasite.com](mailto:pdierkes@reasite.com)>

**Cc:** Cecil Penland <[cpenland@reasite.com](mailto:cpenland@reasite.com)>; Roy Aten <[atenro@bloomington.in.gov](mailto:atenro@bloomington.in.gov)>; Judson Huber <[jhuber@reasite.com](mailto:jhuber@reasite.com)>; Michael Buchanan <[mbuchanan@shrewsusa.com](mailto:mbuchanan@shrewsusa.com)>

**Subject:** RE: Hopewell Phase 1 East - Updates

Patrick et al,

After visiting the site our recommendation is to exchange the current casting and grate for an INDOT type 2 casting and open grate.

Let me know if you have any questions. Thanks!

**Joel Stevens, PLA**  
Director - Landscape Architecture



7321 Shadeland Station, Suite 160  
Indianapolis, IN 46256  
[jstevens@shrewsusa.com](mailto:jstevens@shrewsusa.com)  
**D** 317.350.4665 **M** 317.563.2319



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**From:** Patrick Dierkes <[pdierkes@reasite.com](mailto:pdierkes@reasite.com)>

**Sent:** Tuesday, March 12, 2024 7:01 PM

**To:** Fred Dean <[fdean@shrewsusa.com](mailto:fdean@shrewsusa.com)>; Harry Strasser <[hstrasser@shrewsusa.com](mailto:hstrasser@shrewsusa.com)>; Mia Schrilla <[mschrilla@shrewsusa.com](mailto:mschrilla@shrewsusa.com)>; Eric Rolle <[erolle@shrewsusa.com](mailto:erolle@shrewsusa.com)>; Joel Stevens <[jstevens@shrewsusa.com](mailto:jstevens@shrewsusa.com)>

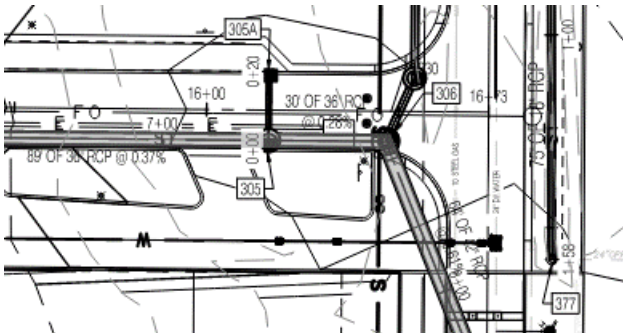
**Cc:** Cecil Penland <[cpenland@reasite.com](mailto:cpenland@reasite.com)>; Roy Aten <[atenro@bloomington.in.gov](mailto:atenro@bloomington.in.gov)>; Judson Huber <[jhuber@reasite.com](mailto:jhuber@reasite.com)>

**Subject:** RE: Hopewell Phase 1 East - Updates

I'm not following your response, Fred. Can you please provide more detail on how you arrived at your assessment of the location and elevation of the structure?

The plan sheet, see screenshot below of C302, which appears to show the curb over STR 305. In addition, the reviewed submittal provides the following dimensions: str height 50.75", str top height 8". With the proposed invert at 739.10 it appears, in comparison to the installed curb, the structure is at or below the design elevation.

In addition, as mentioned previously, the reviewed submittal had a round opening. See attached submittal. Per your response it appears this needs to be a rectangular opening to accept the correct casting. Can you please advise how the contractor should modify the structure top to fit the design?



**PATRICK DIERKES, PE**  
PROJECT ENGINEER

**RUNDELL ERNSTBERGER ASSOCIATES**

URBAN DESIGN / PLANNING / LANDSCAPE ARCHITECTURE  
618 EAST MARKET STREET / INDIANAPOLIS, INDIANA 46202  
O 317.263.0127 / M 573.808.6870 / REASITE.COM

---

**From:** Fred Dean <[fdean@shrewsusa.com](mailto:fdean@shrewsusa.com)>

**Sent:** Tuesday, March 12, 2024 9:42 AM

**To:** Patrick Dierkes <[pdierkes@reasite.com](mailto:pdierkes@reasite.com)>; Harry Strasser <[hstrasser@shrewsusa.com](mailto:hstrasser@shrewsusa.com)>; Mia Schrilla <[mschrilla@shrewsusa.com](mailto:mschrilla@shrewsusa.com)>; Eric Rolle <[erolle@shrewsusa.com](mailto:erolle@shrewsusa.com)>; Joel Stevens <[jstevens@shrewsusa.com](mailto:jstevens@shrewsusa.com)>

**Cc:** Cecil Penland <[cpenland@reasite.com](mailto:cpenland@reasite.com)>; Roy Aten <[atenro@bloomington.in.gov](mailto:atenro@bloomington.in.gov)>; Judson Huber <[jhuber@reasite.com](mailto:jhuber@reasite.com)>

**Subject:** RE: Hopewell Phase 1 East - Updates

Patrick,

It appears the STR. 305 and STR. 306 manholes are in the wrong location and the manholes are rotated incorrectly compared to the design drawings. It also appears the manholes are high from the pictures, compared to the design. If the manholes are rotated correctly and at the correct design level, a casting type INDOT 8 should be used for the inlet, with the curb of the casting in line with the curb and gutter.

The curb and gutter for Morton is being designed by Shrewsberry's roadway team and will be completed next week.

Thanks,

**Fred R. Dean**

Senior Designer



---

**From:** Patrick Dierkes <[pdierkes@reasite.com](mailto:pdierkes@reasite.com)>

**Sent:** Tuesday, March 12, 2024 6:51 AM

**To:** Harry Strasser <[hstrasser@shrewsusa.com](mailto:hstrasser@shrewsusa.com)>; Mia Schrilla <[mschrilla@shrewsusa.com](mailto:mschrilla@shrewsusa.com)>; Fred Dean <[fdean@shrewsusa.com](mailto:fdean@shrewsusa.com)>; Eric Rolle <[erolle@shrewsusa.com](mailto:erolle@shrewsusa.com)>; Joel Stevens <[jstevens@shrewsusa.com](mailto:jstevens@shrewsusa.com)>

**Cc:** Cecil Penland <[cpenland@reasite.com](mailto:cpenland@reasite.com)>; Roy Aten <[atenro@bloomington.in.gov](mailto:atenro@bloomington.in.gov)>; Judson Huber <[jhuber@reasite.com](mailto:jhuber@reasite.com)>

**Subject:** RE: Hopewell Phase 1 East - Updates

Shrewsberry Team,

The contractor is pushing for a response regarding STR 305. They've been holding on that section of curb since I emailed two weeks ago. Please advise today.

In addition, I'm holding on issuing the Field Order for the sanitary change in Morton until I have the reconstruction plans for the surface improvements. Please advise if I should wait for Shrewsberry to provide those.

Feel free to reach out to discuss.

Thank you,  
Patrick

**PATRICK DIERKES, PE**  
PROJECT ENGINEER

**RUNDELL ERNSTBERGER ASSOCIATES**

URBAN DESIGN / PLANNING / LANDSCAPE ARCHITECTURE  
618 EAST MARKET STREET / INDIANAPOLIS, INDIANA 46202  
O 317.263.0127 / M 573.808.6870 / REASITE.COM

---

**From:** Patrick Dierkes

**Sent:** Friday, March 8, 2024 2:20 PM

**To:** Harry Strasser <[hstrasser@shrewsusa.com](mailto:hstrasser@shrewsusa.com)>; Mia Schrilla <[mschrilla@shrewsusa.com](mailto:mschrilla@shrewsusa.com)>; Fred Dean <[fdean@shrewsusa.com](mailto:fdean@shrewsusa.com)>; [erolle@shrewsusa.com](mailto:erolle@shrewsusa.com); Joel Stevens <[jstevens@shrewsusa.com](mailto:jstevens@shrewsusa.com)>

**Cc:** Cecil Penland <[cpenland@reasite.com](mailto:cpenland@reasite.com)>; Roy Aten <[atenro@bloomington.in.gov](mailto:atenro@bloomington.in.gov)>; Judson Huber <[jhuber@reasite.com](mailto:jhuber@reasite.com)>

**Subject:** Hopewell Phase 1 East - Updates

Shrewsberry Team,

I wanted to provide you updates on the various issues at Hopewell and request responses on the below items.

**Morton St Sanitary**

- The plan is acceptable, and Milestone has checked elevations to ensure minimum pipe slopes can be met.
- The City has asked for plans for the required drive approach and sidewalk reconstruction caused by the updated design. Is this something Shrewsbury is planning to provide?

**Rogers St Storm Line Conflict with Lot 1 Detention**

- CBU provided camera verification of the inaccessible storm connections and approved abandoning the private storm line in conflict with Lot 1 detention.
- The City has requested the Contractor grout full the system to be abandoned. REA is coordinating with the contractor.

**Storm Structure Casting Difference between Plans and Approved Submittal**

- Following up on question from 2/27 regarding STR 305. Approved shop drawing does not match plans. Please confirm what casting should be used. If needed, provide guidance for the contractor regarding modifying the structure top to accept the correct casting.

**Additional Structure Casting Questions**

- CS-1, CS-2, CS-3 & CS-4 per the structure data table on C203 call for EJ 8055 castings which are solid top MH castings. Based upon their location and the grading of the site it appears these casting should be open grates to collect surface runoff. Please review and let us know design intent with these structures.

Feel free to reach out to discuss.

Thank you,  
Patrick

**PATRICK DIERKES, PE**  
PROJECT ENGINEER

**RUNDELL ERNSTBERGER ASSOCIATES**

**URBAN DESIGN / PLANNING / LANDSCAPE ARCHITECTURE**  
618 EAST MARKET STREET / INDIANAPOLIS, INDIANA 46202  
O 317.263.0127 / M 573.808.6870 / REASITE.COM





Ferguson Waterworks INDY #1934  
6439 EAST 30TH STREET  
INDIANAPOLIS, IN 46219-0000

Phone: 317-546-2013  
Fax: 317-546-2318

Deliver To: Thomas Gott  
From: Daniel Massey  
Comments:

08:42:44 APR 02 2024

Page 1 of 1

FERGUSON WATERWORKS #1934  
Order Confirmation  
Phone: 317-546-2013  
Fax: 317-546-2318

Order No: 0364663  
Order Date: 04/01/24  
Writer: JAT

Req Date: 04/05/24

Ship Via: OUR TRUCK  
Terms: NET 10TH PROX

Sold To: MILESTONE CONTRACTORS LP  
4755 WEST ARLINGTON ROAD  
BLOOMINGTON OFFICE  
HOPEWELL EAST PH1  
BLOOMINGTON, IN 47404

Ship To: MILESTONE CONTRACTORS LP  
501 W 2ND ST  
HOPEWELL EAST PH1  
BLOOMINGTON, IN 47403

Cust PO#: HOPEWELL EAST PH1

Job Name: HOPEWELL EAST PH1

Item	Description	Quantity	Net Price	UM	Total
E00534010	5340Z UND FRM INTY2	4	739.218	EA	2956.87
E00534034	5340M UND GI TROUT LO DNW GR	4	414.545	EA	1658.18
Net Total:					\$4615.05
Tax:					\$0.00
Freight:					\$0.00
Total:					\$4615.05

#### WARRANTY PROVISIONS

The purchaser's sole and exclusive warranty is that provided by the manufacturer, if any. Seller makes no express or implied warranties. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE OPERATION OR USE OF THE PRODUCT. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER. Complete Terms and Conditions are available upon request or can be viewed on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with \*NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



#### HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to  
complete a survey about your orders:

<https://survey.medallia.com/?bidsorder&fc=3747&on=17042>

Activity	Desc	Quantity	Unit	Unit	Labor	Equip-	Material	Supplie	Sub-	Trucking
Resource		Pcs		Cost		Ment			Contract	

BID ITEM = 1  
Description = TYPE 2 CASTINGS

Land Item Unit =  
SCHEDULE: 1 100  
EA Takeoff Quan: 4.000  
Engr Quan: 4.000

1	TYPE 2 CASTINGS	Quan:	4.00 EA	Hrs/Shift:	10.00	Cal:	510	WC:	1
---	-----------------	-------	---------	------------	-------	------	-----	-----	---

2HC36	INDOT TYPE 2- 5340 (R3	1.00	4.00 EA	1,153.760	4,615
=====> Item Totals: 1 - TYPE 2 CASTINGS					
\$4,615.04				[ ]	4,615
1,153.760		4 EA			1,153.76

\$4,615.04	*** Report Totals ***	4,615
------------	-----------------------	-------

>>> indicates Non Additive Activity  
-----Report Notes:-----  
The estimate was prepared with TAKEOFF Quantities.  
This report shows TAKEOFF Quantities with the resources.

Bid Date: Owner: Engineering Firm:  
Estimator-In-Charge:

JOB DOES NOT HAVE NOTES

\* on units of MH indicate average labor unit cost was used rather than base rate.  
[ ] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens  
In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%  
-----Calendar Codes-----  
508 40 HR WEEK (5 X 8)  
509 45 HR WEEK (5 X 9)  
510 50 HR WEEK (5 X 10) (Default Calendar)  
511 55 HR WEEK (5 X 11)  
512 60 HR WEEK (5 X 12)  
513 65 HR WEEK (5 X 13)  
514 70 HR WEEK (5 X 14)  
608 48 HR WEEK (6 X 8)  
609 54 HR WEEK (6 X 9)  
610 60 HR WEEK (6 X 10)  
611 66 HR WEEK (6 X 11)  
612 72 HR WEEK (6 X 12)  
613 78 HR WEEK (6 X 13)  
614 84 HR WEEK (6 X 14)  
800 SATURDAY ONLY (TIME & 1/2)  
900 SUNDAY ONLY (DOUBLE TIME)



FERGUSON WATERWORKS #1934  
PO BOX 644054  
PITTSBURGH, PA 15264-4054

Deliver To:  
From: Jackson Thomas  
Comments:

Please Contact With Questions:  
317-546-2013

Invoice Number	Customer	Page
0336277	17042	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE ---> 3552.05

FERGUSON WATERWORKS #1934  
PO BOX 644054  
PITTSBURGH, PA 15264-4054

**Sold To:**

MILESTONE CONTRACTORS LP  
4755 WEST ARLINGTON ROAD  
BLOOMINGTON OFFICE  
HOPEWELL EAST PH1

**Ship To:**

MILESTONE CONTRACTORS LP  
501 W 2ND ST  
HOPEWELL EAST PH1  
BLOOMINGTON, IN 47403

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
1934	1934	INE	235032 CASTING	DPM	HOPEWELL EAST PH1	01/23/2024	28281
Ordered	Shipped	Item Number	Description	Unit Price	UM	Amount	
4	4	SP43090*1934		888.013		3552.05	

Invoice Sub-Total 3552.05  
Tax 0.00  
Total Amt 3552.05

TOTAL DUE ---> 3552.05

See second page showing  
additional detail on casting type.  
See following pages for photos  
of castings onsite.

ALL ACCOUNTS ARE DUE AND PAYABLE PER THE CONDITIONS AND TERMS OF THE ORIGINAL INVOICE. ALL PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE AT THE MAXIMUM RATE ALLOWED BY STATE LAW PLUS COSTS OF COLLECTION INCLUDING ATTORNEY FEES IF INCURRED. FREIGHT TERMS ARE FOR OUR DOCK UNLESS OTHERWISE SPECIFIED ABOVE. COMPLETE TERMS AND CONDITIONS ARE AVAILABLE UPON REQUEST OR CAN BE VIEWED ON THE WEB AT <https://www.ferguson.com/content/website-info/terms-of-sale>  
GOVT BUYERS: ALL ITEMS QUOTED ARE OPEN MARKET UNLESS NOTED OTHERWISE.

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH \*NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

## MILESTONE CONTRACTORS LP

=====										
Ref#	OrdQty	Item	ShipQty	B/OQty	Formula	Net Price	Total	Cmt		
		Description		AR	PC	PO Tag	UOM			
-----										
1.	4	SP-E00805525	4		0		888.013	3552.05	N	
		1130APT 8055ZPT ASSY		N		F1934-550				





805525

C12-5-11

15A



MADE IN USA  
TUTTED

MADE IN USA

80552  
Z-PT

80552  
/5





8055 Z-PT





# City of Bloomington, Indiana

## Change Order Details

### Hopewell Phase I East Infrastructure

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<b>Description</b>	Construction of infrastructure for Hopewell Phase I East Site.
<b>Prime Contractor</b>	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
<b>Change Order</b>	24
<b>Status</b>	Pending
<b>Date Created</b>	08/23/2024
<b>Type</b>	Scope Changes
<b>Summary</b>	Top Soil as requested for defined areas along Madison St.
<b>Change Order Description</b>	<p>This Change Order is to add an item to the contract for Top Soil to be utilized in specified areas along Madison St. The material will be placed between the Curbs and Sidewalks on both the East and West sides of Madison St. at an approximate depth of 4 inches. The defined area as described by the attached Field Order will yield the need for approximately 100 CYS. Milestone has provided the attached unit price documentation.</p> <p>No additional contract time is being considered with this Change Order.</p>
<b>Awarded Project Amount</b>	\$13,373,284.90
<b>Authorized Project Amount</b>	\$13,736,501.08
<b>Change Order Amount</b>	\$5,817.00
<b>Revised Project Amount</b>	\$13,742,318.08

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0320	621-06570	CYS	100.000	\$58.170	\$5,817.00
TOPSOIL					
Reason: Additional for Madison St.					
1 item					Total: \$5,817.00

Attachments

Document	Name	Description	Submission Date
CO_24_-_Submittal__99_TOPSOIL_REA_review.pdf	CO 24 - Submittal _99 TOPSOIL_REA review.pdf	Submittal from Milestone for the Material to be provided at the Unit Price referenced, with REA review comments.	09/18/2024 03:37 PM EDT
Hopewell_Phase_1_East_Field_Order_No_10-Centerstone_Madison_Topsoil_2023-11-06.pdf	Hopewell Phase 1 East_Field Order No 10-Centerstone_Madison Topsoil_2023-11-06.pdf	Field Order #10	09/30/2024 03:57 PM EDT
Milestone_Quote_-_INDOT_CO_price_for_Topsoil_on_Madison.pdf	Milestone Quote - INDOT CO price for Topsoil on Madison.pdf	Attachment from Tom Gott Email with Unit Price work sheet.	09/18/2024 03:36 PM EDT
HOPEWELL_22_0925_11C_ONSITE_STOCKPILE_F23334_0221_-_01.pdf	Topsoil Test.pdf	Topsoil Test	09/30/2024 03:54 PM EDT
4 attachments			

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

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



# RUNDELL ERNSTBERGER ASSOCIATES

## Field Order No. 10

Date of Issuance: November 6, 2023 Owner: City of Bloomington  
Project Name: Hopewell Phase 1 East Contractor: Milestone Contractors LP  
Project Location: Bloomington, IN Project Engineer: Cecil Penland  
Project No: 1671

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 10.00, for minor changes or alterations in the Work without changes in Contract Price or Contract Time. If Contractor considers that a change in Contract Price or Contract Time is required, submit a request for Change Order in accordance with General Conditions Paragraph 11.00, before proceeding with this Work.

Reference: NA L101  
Specification(s) Drawing(s) / Detail(s)

Description: THIS FIELD ORDER VOIDS AND REPLACES FIELD ORDER 09.

Topsoil for Centerstone's parking lot and Madison Street north and south of University Street. See attached L101 with markups showing the location and depth of topsoil required. The total volume of topsoil required is approximately 276 CYs. Topsoil stockpiled onsite during clearing operations shall be utilized as indicated. Topsoil imported to the site shall meet the following specifications:

*The topsoil shall consist of loose friable soil, free of refuse, stumps, large roots, rocks, brush, weeds, or other material detrimental to the proper development of vegetative growth. It shall be capable of supporting the specified vegetation as demonstrated by the growth of healthy vegetation on it. The topsoil shall meet the requirements shown in the table below. The sum of the combined percentages of all sand, silt, and clay components utilized in any topsoil mixture shall be no less than 90% of the total weight of the mixture.*

Requirement	Measurement	Range
pH		5.0-7.3
Clay	Weight	5%-30%
Silt	Weight	30%-80%
Sand	Weight	5%-50%
Organic Material	Weight	3%-10%
Phosphorus	Weight	46-110 ppm/92-220 lb/ac
Potassium	Weight	105-250 ppm/210-500 lb/ac

Topsoil testing to verify compliance with specifications will be conducted by Owner after installation. In situ soil amendments to meet specifications are acceptable.

Failed Material will be handled in accordance with INDOT Standard Specification 105.03

Attachments: L101 - Centerstone Landscape Plan - Topsoil Requirements Markup

ISSUED:

RECEIVED:

By:   
Engineer (Authorized Signature)

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Title: Partner

Title:

Date: November 6, 2023

Date:







DATE: <div style="font-size: 24px; font-weight: bold;">03/15/2023</div>	PROJECT NO.: <div style="font-size: 24px; font-weight: bold;">21-0049</div>
DRAWN BY: <div style="font-size: 24px; font-weight: bold;">MER</div>	CHECKED BY: <div style="font-size: 24px; font-weight: bold;">MDW</div>
DRAWING STATUS:	
<div style="font-size: 36px; font-weight: bold;">RE-BID</div>	
SHEET TITLE:	
<div style="font-size: 36px; font-weight: bold;">CENTERSTONE LANDSCAPE PLAN</div>	
SHEET NO.:	
<div style="font-size: 48px; font-weight: bold;">L101</div>	







# Milestone Contractors, L.P. Submittal Form

DATE: 6/27/2024

Contract No.:

MCLP Job No.:

Project Title: HOPEWELL PHASE 1 EAST From: THOMAS GOTT

Submittal Number: #99

Submittal Information:

Owner: CITY OF BLOOMINGTON

Architect/Engineer/ REA/SHREWSBERRY/

Specification: topsoil Title; topsoil

Manufacture: GREENDELL

Supplier:

Subcontractor:

Notes:  
For approval

☒ Response Required

Reply:



## **Milestone Contractors, L.P.**

### **Submittal Form**

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Signed By

Date of Reply

Cc: Project Owner   Project File   Job File

Report Number  
F24158-0230  
Account Number  
18198



a&lgreatlakes  
LABORATORIES  
Scientists who don't mind getting dirty.™

3505 Conestoga Dr.  
Fort Wayne, IN 46808  
260.483.4759  
algreatlakes.com

To: GREENDELL MULCH & MIX  
749 W STATE ROAD 42  
MOORESVILLE, IN 46158-6045

Date Received: 6/6/2024

Date Reported: 6/10/2024

Page: 1 of 1

Attn: FRANK GEISKING

## SOIL TEST REPORT

Sample ID	Lab Number	Organic Matter %	Phosphorus		Potassium K ppm	Magnesium Mg ppm	Calcium Ca ppm	Sodium Na ppm	Soil pH	Buffer pH	CEC meq/100g	Percent Cation Saturation				
			Bray-1 Equiv ppm-P	Bray P2 ppm-P								% K	% Mg	% Ca	% H	% Na
GLS 6-24	80066	2.1	29 M		✓ 190 H	✓ 260 H	1400 M	15 VL	7.0 ✓		9.7	5.0	22.3	72.0		0.7
		Per spec. 32 9133 Article 2.1(A)(3), topsoil organic mater shall be 6-15%		basis-of-design: 3-5%		Per spec. 32 9133 Article 2.1(A)(3), calcium shall be 1600 ppm										

VL = Very Low L = Low M = Medium H = High VH = Very High

Sample ID	Sulfur S ppm	Zinc Zn ppm	Manganese Mn ppm	Iron Fe ppm	Copper Cu ppm	Boron B ppm	Soluble Salts (1:2) mmhos/cm	Nitrate NO <sub>3</sub> -N ppm	Ammonium NH <sub>4</sub> -N ppm	Bicarb-P P ppm					Comments
GLS 6-24							0.1 VL ✓								

Report reviewed and approved by our professional agronomy staff.

A&L-R



Report Number  
F24158-0230  
Account Number  
18198



3505 Conestoga Dr.  
Fort Wayne, IN 46808  
260.483.4759  
algreatlakes.com

To: GREENDELL MULCH & MIX  
749 W STATE ROAD 42  
MOORESVILLE, IN 46158-6045

Attn: FRANK GEISKING

## REPORT OF ANALYSIS

Date Received: 06/06/2024

Date Reported: 06/10/2024 Page: 1 of 1

Lab Number	Sample ID	Analysis	Result	Unit	Method
80066	GLS 6-24	Sand	34	%	Bouyoucos 1962
		Silt	44	%	Bouyoucos 1962
		Clay	22	%	Bouyoucos 1962
		Soil Textural Classification	✓ Loam		USDA-NRCS



Milestone Contractors, L.P.  
4755 West Arlington Rd.  
Bloomington, IN 47404  
Phone: (812) 330-2037  
Fax: (812) 330-2118

## PCO Pricing Sheet

Date: July 1, 2024

[www.milestonelp.com](http://www.milestonelp.com)

Pages: 1

To: ROY ATEN/CITY OF BLOOMINGTON  
Attn: Mr. ROY ATEN

Project: HOPEWELL PHASE 1 EAST

Description: TOPSOIL MADISON STREET

Est. No.

Ref: TOPSOIL

Qty: 100.00 CY

### Labor:

Total Labor Cost from Estimate Sheet:

Labor Subtotal \$ -

### Equipment:

Total Equipment Cost from Estimate Sheet:

Equipment Subtotal \$ -

### Material:

Total Material Cost from Estimate Sheet:

\$ 3,600.00

Material Subtotal \$ 3,600.00

### Trucking

Total Trucking cost from Attached Sheets:

\$ 1,312.50

Trucking

Trucking Subtotal \$ 1,312.50

### Subcontractor

Total Trucking cost from Attached Sheets:

\$ -

Subcontractor Subtotal \$ -

Subtotal \$ 4,912.50

Bond (.75% rate) 10% \$ 40.53

Labor Markup 20% \$ -

Equipment Markup 12% \$ -

Material Markup 12% \$ 432.00

Trucking Markup 12% \$ 432.00

Subcontract Markup 7% \$ -

Total \$ 5,817.03

Unit Price \$ 58.17

ANY ITEM NOT SPECIFICALLY STATED ABOVE SHALL BE CONSIDERED NOT INCLUDED IN OUR PROPOSAL.

PLEASE CALL FOR CLARIFICATIONS OR IF ADDITIONAL PRICING IS REQUESTED.

Signature represents acceptance of this Proposal.

Signed:

TOPSOIL FOR MADISON STREET

Date:

July 1, 2024

Terms:

Upon Receipt

Submitted By:

THOMAS GOTT

Approved By:

Date

Printed:

Date

Report Number  
F23334-0221  
Account Number  
67065



3505 Conestoga Dr.  
Fort Wayne, IN 46808  
260.483.4759  
algreatlakes.com

To: PATRIOT ENG & ENV, INC  
STE 1  
3900 W INDUSTRIAL BLVD  
BLOOMINGTON, IN 47403-5150  
Attn: PAIGE LENNON

For: HOPEWELL  
Farm: 22-0925-11C  
Field: ONSITE STOCKPILES

Date Received: 11/30/2023  
Date Reported: 12/04/2023  
P.O. Number: 22-0925-11C

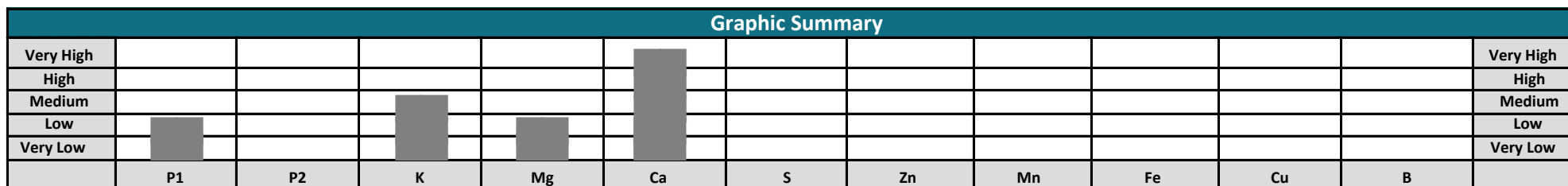
Sample ID: 1

Lab Number: 35624

## SOIL TEST REPORT

Page: 1 of 3

Test Results														
Organic Matter %	Phosphorus		Potassium K ppm	Magnesium Mg ppm	Calcium Ca ppm	Sodium Na ppm	pH		CEC meq/100g	Cation Saturation				
	Bray-1 Equiv ppm-P	Bray P2 ppm-P					Soil pH	Buffer pH		% K	% Mg	% Ca	% H	% Na
5.7	15		165	140	3800		8.1		20.6	2.1	5.7	92.3		
Sulfur S ppm	Zinc Zn ppm	Manganese Mn ppm	Iron Fe ppm	Copper Cu ppm	Boron B ppm	Soluble Salts (1:2) mmho/cm	Nitrate NO <sub>3</sub> -N ppm	Ammonium NH <sub>4</sub> -N ppm	Bicarbonate-P P ppm	Chloride Cl ppm			Aluminum Al-M3 ppm	



Soil Fertility Recommendations - Pounds per 1,000 Square Feet													
Intended Crop	Yield Goal	Previous Crop	Lime	Nitrogen N	Phosphate P <sub>2</sub> O <sub>5</sub>	Potash K <sub>2</sub> O	Magnesium Mg	Sulfur S	Zinc Zn	Manganese Mn	Iron Fe	Copper Cu	Boron B
Lawn - Establishment			0	2	4	2	0						
Lawn - Maintenance			0	4	2	1	0						

Report reviewed and approved by our professional agronomy staff.

A&L-GLAWN

**Sample 1:** LAWN - Split the recommended amount into 3-4 applications during a growing season.

**Sample 1:** LAWN - The soil pH is high (alkaline soil) and may cause chlorosis (yellowing) of the grass. Apply an iron-containing fertilizer 2 to 3 times per year to improve color.

**Sample 1:** LAWN SEEDING - Apply and incorporate the recommended amount before seeding.

**Sample 1:** Because of the high alkaline soil, pH adjustment is recommended. Apply and till in 10 lbs of elemental sulfur per 1000 sq. ft. Additional applications of 10 lbs of elemental sulfur per year in the fall may be needed until the desired pH is achieved.

Report Number  
F23334-0221  
Account Number  
67065



3505 Conestoga Dr.  
Fort Wayne, IN 46808  
260.483.4759  
algreatlakes.com

To: PATRIOT ENG & ENV, INC  
STE 1  
3900 W INDUSTRIAL BLVD  
BLOOMINGTON, IN 47403-5150  
Attn: PAIGE LENNON

For: HOPEWELL  
Farm: 22-0925-11C  
Field: ONSITE STOCKPILES

Date Received: 11/30/2023  
Date Reported: 12/04/2023  
P.O. Number: 22-0925-11C

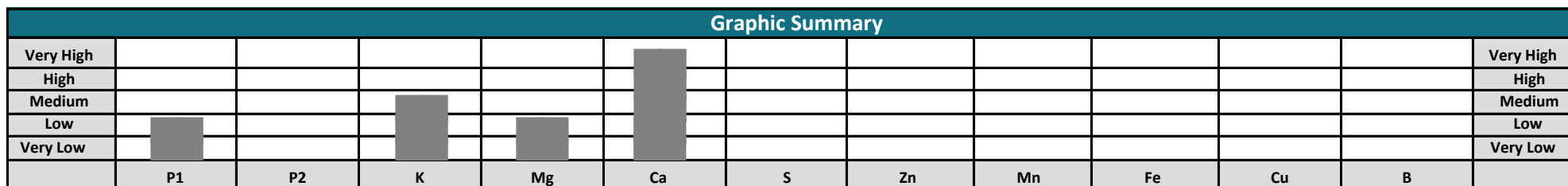
Sample ID: 2

Lab Number: 35625

## SOIL TEST REPORT

Page: 2 of 3

Test Results														
Organic Matter %	Phosphorus		Potassium K ppm	Magnesium Mg ppm	Calcium Ca ppm	Sodium Na ppm	pH		CEC meq/100g	Cation Saturation				
	Bray-1 Equiv ppm-P	Bray P2 ppm-P					Soil pH	Buffer pH		% K	% Mg	% Ca	% H	% Na
5.3	12		169	145	3750		8.0		20.4	2.1	5.9	91.9		
Sulfur S ppm	Zinc Zn ppm	Manganese Mn ppm	Iron Fe ppm	Copper Cu ppm	Boron B ppm	Soluble Salts (1:2) mmho/cm	Nitrate NO <sub>3</sub> -N ppm	Ammonium NH <sub>4</sub> -N ppm	Bicarbonate-P P ppm	Chloride Cl ppm				Aluminum Al-M3 ppm



Soil Fertility Recommendations - Pounds per 1,000 Square Feet													
Intended Crop	Yield Goal	Previous Crop	Lime	Nitrogen N	Phosphate P <sub>2</sub> O <sub>5</sub>	Potash K <sub>2</sub> O	Magnesium Mg	Sulfur S	Zinc Zn	Manganese Mn	Iron Fe	Copper Cu	Boron B
Lawn - Establishment			0	2	4	2	0						
Lawn - Maintenance			0	4	2	1	0						

Report reviewed and approved by our professional agronomy staff.

A&L-GLAWN

**Sample 2:** LAWN - Split the recommended amount into 3-4 applications during a growing season.

**Sample 2:** LAWN - The soil pH is high (alkaline soil) and may cause chlorosis (yellowing) of the grass. Apply an iron-containing fertilizer 2 to 3 times per year to improve color.

**Sample 2:** LAWN SEEDING - Apply and incorporate the recommended amount before seeding.

**Sample 2:** Because of the high alkaline soil, pH adjustment is recommended. Apply and till in 10 lbs of elemental sulfur per 1000 sq. ft. Additional applications of 10 lbs of elemental sulfur per year in the fall may be needed until the desired pH is achieved.



Report Number  
F23334-0221  
Account Number  
67065



3505 Conestoga Dr.  
Fort Wayne, IN 46808  
260.483.4759  
algreatlakes.com

To: PATRIOT ENG & ENV, INC  
STE 1  
3900 W INDUSTRIAL BLVD  
BLOOMINGTON, IN 47403-5150  
Attn: PAIGE LENNON

For: HOPEWELL  
Farm: 22-0925-11C  
Field: ONSITE STOCKPILES

Date Received: 11/30/2023  
Date Reported: 12/04/2023  
P.O. Number: 22-0925-11C

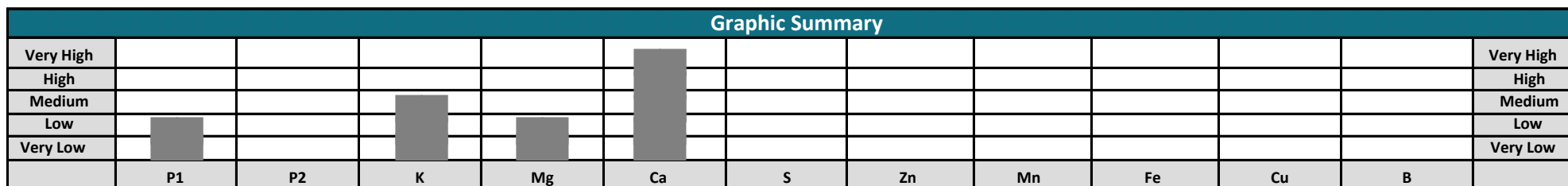
Sample ID: 3

Lab Number: 35626

## SOIL TEST REPORT

Page: 3 of 3

Test Results														
Organic Matter %	Phosphorus		Potassium K ppm	Magnesium Mg ppm	Calcium Ca ppm	Sodium Na ppm	pH		CEC meq/100g	Cation Saturation				
	Bray-1 Equiv ppm-P	Bray P2 ppm-P					Soil pH	Buffer pH		% K	% Mg	% Ca	% H	% Na
4.0	18		116	185	3500		8.0		19.3	1.5	8.0	90.5		
Sulfur S ppm	Zinc Zn ppm	Manganese Mn ppm	Iron Fe ppm	Copper Cu ppm	Boron B ppm	Soluble Salts (1:2) mmho/cm	Nitrate NO <sub>3</sub> -N ppm	Ammonium NH <sub>4</sub> -N ppm	Bicarbonate-P P ppm	Chloride Cl ppm				Aluminum Al-M3 ppm



Soil Fertility Recommendations - Pounds per 1,000 Square Feet													
Intended Crop	Yield Goal	Previous Crop	Lime	Nitrogen N	Phosphate P <sub>2</sub> O <sub>5</sub>	Potash K <sub>2</sub> O	Magnesium Mg	Sulfur S	Zinc Zn	Manganese Mn	Iron Fe	Copper Cu	Boron B
Lawn - Establishment			0	2	4	4	0						
Lawn - Maintenance			0	4	2	3	0						

Report reviewed and approved by our professional agronomy staff.

A&L-GLAWN

**Sample 3:** LAWN - Split the recommended amount into 3-4 applications during a growing season.

**Sample 3:** LAWN - The soil pH is high (alkaline soil) and may cause chlorosis (yellowing) of the grass. Apply an iron-containing fertilizer 2 to 3 times per year to improve color.

**Sample 3:** LAWN SEEDING - Apply and incorporate the recommended amount before seeding.

**Sample 3:** Because of the high alkaline soil, pH adjustment is recommended. Apply and till in 10 lbs of elemental sulfur per 1000 sq. ft. Additional applications of 10 lbs of elemental sulfur per year in the fall may be needed until the desired pH is achieved.



# City of Bloomington, Indiana

## Change Order Details

### Hopewell Phase I East Infrastructure

Description	Construction of infrastructure for Hopewell Phase I East Site.
Prime Contractor	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
Change Order	25
Status	Pending
Date Created	08/23/2024
Type	Errors and Omissions
Summary	Grade Discrepancies found between the Hopewell Project and the adjacent project design surfaces.
Change Order Description	<p>As multiple projects that are located adjacent to The Hopewell Infrastructure, Phase 1 East Project were progressing in the design process or others were moving into the start of construction, it became apparent that there existed an elevation differential between the survey / design surface datum. While under review, it was discovered that The Hopewell project was the project that was approximately 0.61 feet in elevation lower than all the other adjacent projects.</p> <p>After much review and discussion, it was learned that the correction to this problem would involve the removal of approximately 100 Lineal Feet of Concrete Curb that had already been installed on the south end of Madison St. The alignment of the curbs remain the same as the original plan, but require the transition of the elevations from the approximate STA of 21+00 to the south match line of the 1st Street Project. The corrective efforts necessary to remedy the problem will be paid under existing items and isolated to this Change Order.</p> <p>No additional contract time is being considered with this Change Order.</p>
Awarded Project Amount	\$13,373,284.90
Authorized Project Amount	\$13,695,491.10
Change Order Amount	\$1,500.00

Revised Project Amount      \$13,696,991.10

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0010	202-02278	LFT	\$15.000	3,398.000	\$50,970.00	100.000	\$1,500.00	3,498.000	\$52,470.00
CURB, REMOVE									
Reason: Madison St., curb grade correction to planned curb already installed at the 1st St. approach / match line.									
1 item			Totals		\$50,970.00		\$1,500.00		\$52,470.00

Attachments

Document	Name	Description	Submission Date
FO_38_-_1st_St___Madison_Intersection_Updates_-_2024-07-31.pdf	FO 38 - 1st St & Madison Intersection Updates - 2024-07-31.pdf	Copy of Field Order 38 to outline the needed grade revisions to the Madison and 1st Street grade discrepancies.	09/18/2024 03:52 PM EDT
1 attachment			

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

\_\_\_\_\_

Engineer

\_\_\_\_\_

Contractor

\_\_\_\_\_

Board of Public Works

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Date

\_\_\_\_\_

Date



RUNDELL ERNSTBERGER ASSOCIATES

Field Order No. 38

Date of Issuance: July 31, 2024      Owner: City of Bloomington  
Project Name: Hopewell Phase 1 East      Contractor: Milestone Contractors LP  
Project Location: Bloomington, IN      Project Engineer: Cecil Penland  
Project No: REA # 1671

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 10.00, for minor changes or alterations in the Work without changes in Contract Price or Contract Time. If Contractor considers that a change in Contract Price or Contract Time is required, submit a request for Change Order in accordance with General Conditions Paragraph 11.00, before proceeding with this Work.

Reference:	N/A	C105 & C107
	Specification(s)	Drawing(s) / Detail(s)



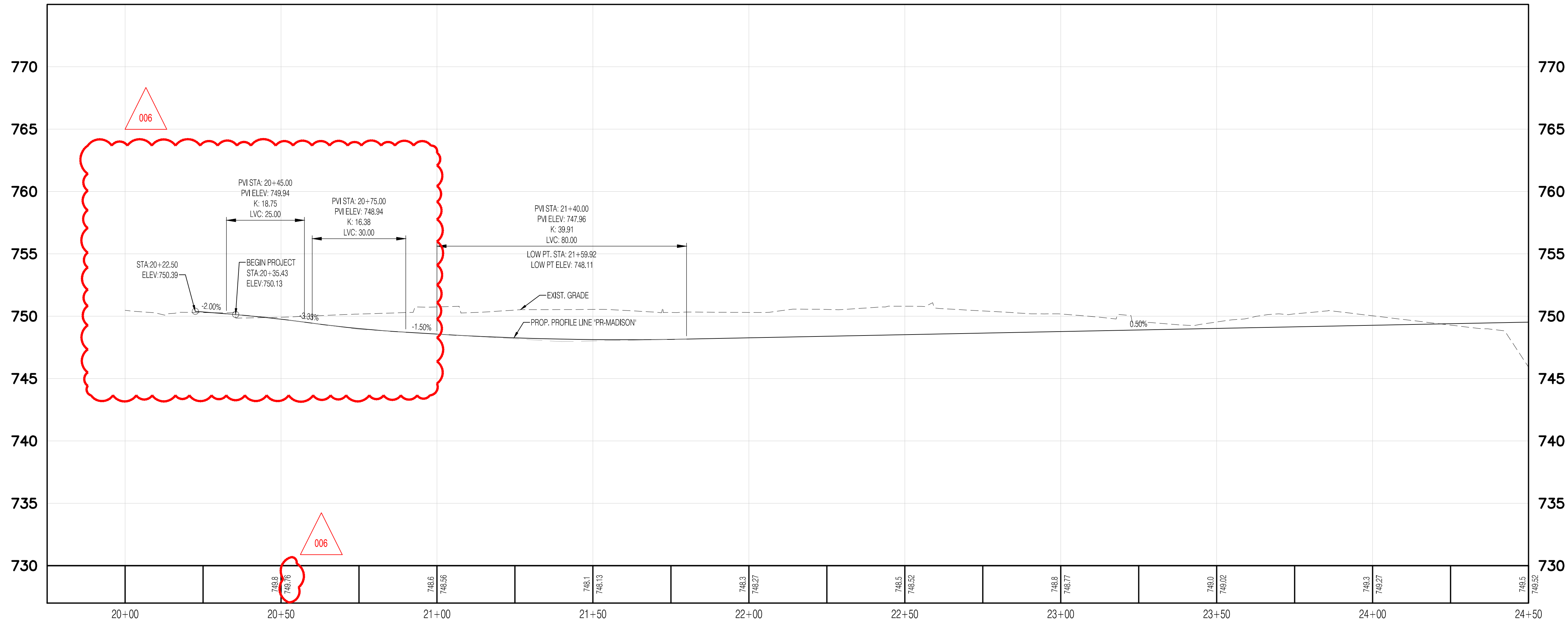
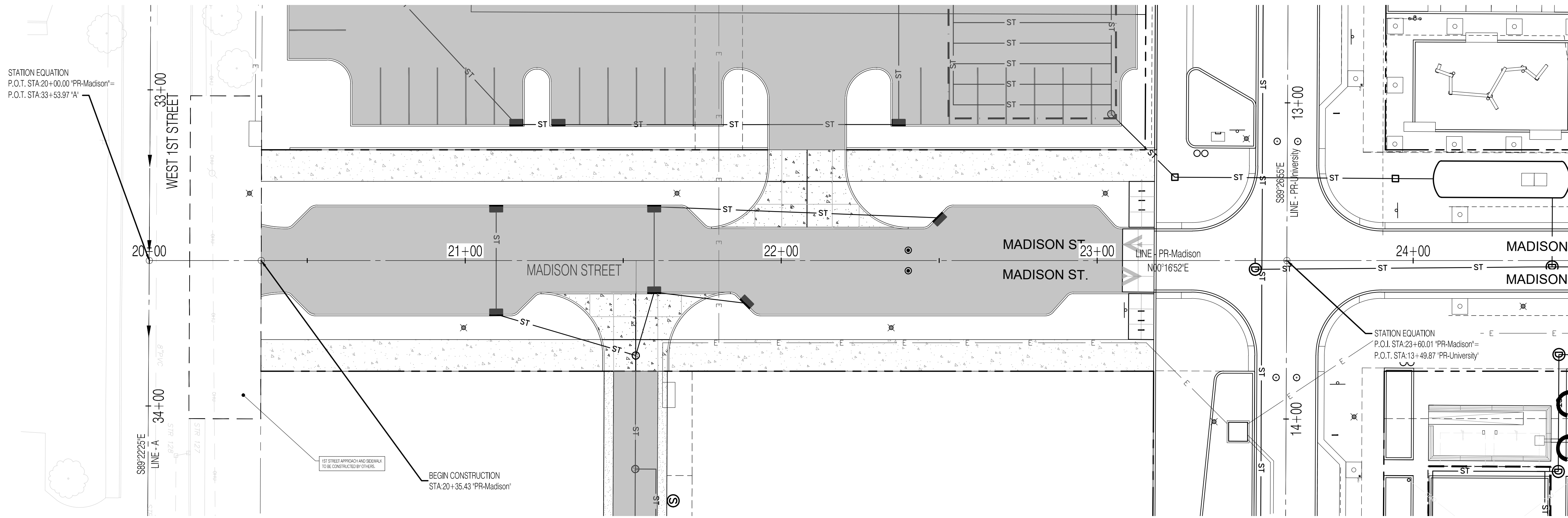
Description: A discrepancy in the horizontal datum was identified between the Hopewell Phase 1 East project and the 1<sup>st</sup> Street Reconstruction project. This discrepancy resulted in an apparent elevation difference of 0.61’ between the two projects. This elevation difference was determined to impact the Hopewell Phase 1 East tie-in elevation at the 1<sup>st</sup> Street and Madison Street intersection. To correct this the Madison Street profile was adjusted to raise the tie-in point at 1<sup>st</sup> St by 0.61’.

This correction will result in the removal and reconstruction of vertical curbs on the north and south side of Madison St starting at STA 21+00. The sidewalk constructed on the north side of Madison St shall remain as constructed.

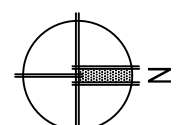
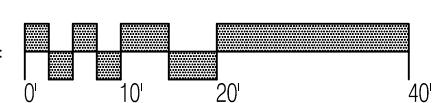
- Attachments: C105 - Madison Street Plan & Profile  
C107 - Madison Street Spot Elevation Detail

ISSUED: RECEIVED:  
By: Cecil A. Penland III By: \_\_\_\_\_  
Engineer (Authorized Signature) Contractor (Authorized Signature)  
Title: Landscape Architect Title:  
Date: July 31, 2024 Date:

CC: Roy Aten, City of Bloomington  
Andrew Cibor, City of Bloomington



ROADWAY PLAN  
Scale: 1" = 20'-0"



REVISIONS		
NO.	DATE	DESCRIPTION
006	7/28/24	REISED PROFILE

CLIENT:

CITY OF BLOOMINGTON

Bloomington, IN 47403

DESIGN TEAM:

shrewsberry

REA

BEE

ARCHITECTURAL  
CIVIL ENGINEERING  
PLANNING  
LAND SURVEYING

SYNTHUM PARTNO & ASSOCIATES, INC.  
508 North Walnut Street  
Bloomington, Indiana 47404 (812) 332-8030

CERTIFIED BY:

BRETT W. SCHURLE  
REGISTERED  
No. 11900324  
STATE OF INDIANA  
PROFESSIONAL ENGINEER

*B. Schurle*

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HOPEWELL INFRASTRUCTURE & SITE  
ENGINEERING  
PHASE 1 EAST - RE-BID

CITY OF BLOOMINGTON  
BLOOMINGTON, INDIANA 47403

DATE: 03/15/2023 PROJECT NO: 21-0049

DRAWN BY: RDR CHECKED BY: MDW

DRAWING STATUS: RE-BID

SHEET TITLE: MADISON STREET PLAN & PROFILE

SHEET NO: C105







# City of Bloomington, Indiana

## Change Order Details

### Hopewell Phase I East Infrastructure

Description	Construction of infrastructure for Hopewell Phase I East Site.
Prime Contractor	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
Change Order	26
Status	Pending
Date Created	08/23/2024
Type	Other
Summary	New pay item to account for Bollard correction from previous CO.
Change Order Description	<p>During the creation of the Field Order and associated Change Order to modify the Removable Bollards, it was not readily observed that a misunderstanding of the work and quantity being requested was not exactly what the Contractor provided in the quote.</p> <p>As work progressed in the field with the bollard installation, it became apparent that the quantity and location modifications previously requested did not match the materials that had been received on site. Further review yielded the fact that Milestone had provided a priced based on their understanding of the quantities, but the quantity was not what the Field Order was requesting. All parties are in agreement that a clear misunderstanding is what took place between all involved. Milestone has provided further documentation to support the request to be compensated for the additional 4 bollards.</p> <p>No additional contract time is being considered with this Change Order.</p>
Awarded Project Amount	\$13,373,284.90
Authorized Project Amount	\$13,695,491.10
Change Order Amount	\$5,175.08
Revised Project Amount	\$13,700,666.18



New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0330	802-03896	EACH	4.000	\$1,293.770	\$5,175.08
BOLLARD					
Reason: - Additional Sleeve Quantity needed.					
1 item					Total: \$5,175.08

Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Completion Date	10/31/2024	11/04/2024	10.0 Days	11/14/2024
Substantial Completion Date				
Reason: Procurement & Phasing Delays.				
1 time limit				

Attachments

Document	Name	Description	Submission Date
11-7-23_Milestone_-_Orig_Bollard_Material_Quote_-_Hopewell.pdf	11-7-23 Milestone - Orig Bollard Material Quote - Hopewell.pdf	The original material quote to Milestone from the supplier on 11-7-23, provided for comparison in the 7-26-24 email from Gott-Dierkes.	09/19/2024 10:19 AM
3 attachments			

Document	Name	Description	Submission Date
			EDT
7-29-24_Milestone_Shallow_Bollard_Quote_-_Hopewell.pdf	7-29-24 Milestone Shallow Bollard Quote - Hopewell.pdf	Attachment to Gott-Dierkes email with 7-29-24 Revised Material costs.	09/19/2024 10:16 AM EDT
7-29-24_Spec_S-20_Shallow_Removable_Post-Sale.pdf	7-29-24 Spec S-20 Shallow Removable Post-Sale.pdf	2nd attachment to 7-30-24 email Gott-Dierkes with the Shallow Bollard Info / Spec.	09/19/2024 10:17 AM EDT
3 attachments			

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

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

# Project Quotation



TrafficGuard® Inc.  
PO Box 201, Geneva, Illinois 60134  
[www.trafficguard.net](http://www.trafficguard.net)  
[sales@trafficguard.net](mailto:sales@trafficguard.net)  
877-727-7347 FAX: 800-814-7194

Created Date 11/7/2023 Quote Number 23-17171  
Project Name Milestone Contractors North Inc. - Hopewell  
Phase 1 East

## Materials

Product	Product Description	Sales Price	Quantity	Total Price
HL 2008 F S20	"Heavy Traffic" Galvanized, 18 inch tall ground sleeve with welded in place stop pins and galvanized ground sleeve filler piece for flush mount when bollard is removed. Consists of 2008 ASTM P04 8" hot dipped galvanized filler piece and the 2008 ASTM W02 18" hot dipped galvanized sleeve.	\$2,340.00	22.00	\$51,480.00
SR8-4	4 unit storage rack - 56 LBS	\$688.00	1.00	\$688.00
SR8-6	Galvanized 6 unit storage rack with 8" tall holders - 84 LBS	\$968.00	3.00	\$2,904.00

Subtotal \$55,072.00  
Shipping and Handling \$815.00  
Grand Total \$55,887.00

***This bid is valid 30 days***

**We accept Visa, MasterCard & American Express**

**This bid is valid 30 days** and cannot be extended without expressed written confirmation from the manufacturer. Above prices do not include installation, site restoration or other site preparation necessary for a safe installation. Sales tax, if applicable is not included. **No retentions** allowed.

# Project Quotation



TrafficGuard® Inc.  
PO Box 201, Geneva, Illinois 60134  
[www.trafficguard.net](http://www.trafficguard.net)  
[sales@trafficguard.net](mailto:sales@trafficguard.net)  
877-727-7347 FAX: 800-814-7194

Created Date 7/29/2024 Quote Number 24-18645  
Project Name Milestone Contractors North Inc.-Milestone  
Contractors North Inc.-#2

Materials				
Product	Product Description	Sales Price	Quantity	Total Price
HL 2008 P02 HL	Galvanized ground sleeve filler piece for flush mount when bollard is removed.	\$418.00	8.00	\$3,344.00
HL 2008 W02 18	Heavy Traffic" Galvanized, 18 inch tall ground sleeve with welded in place stop pins.	\$849.00	8.00	\$6,792.00

Subtotal \$10,136.00  
Shipping and Handling \$168.00  
Grand Total \$10,304.00

***This bid is valid 30 days***

**We accept Visa, MasterCard & American Express**

**This bid is valid 30 days** and cannot be extended without expressed written confirmation from the manufacturer. Above prices do not include installation, site restoration or other site preparation necessary for a safe installation. Sales tax, if applicable is not included. **No retentions** allowed.



# Project Quotation



TrafficGuard® Inc.  
PO Box 201, Geneva, Illinois 60134  
[www.trafficguard.net](http://www.trafficguard.net)  
[sales@trafficguard.net](mailto:sales@trafficguard.net)  
877-727-7347 FAX: 800-814-7194

Created Date 7/24/2024 Quote Number 24-18621  
Project Name Milestone Contractors North Inc.-Milestone  
Contractors North Inc.

Materials				
Product	Product Description	Sales Price	Quantity	Total Price
HL 2008 P02 HL	Galvanized ground sleeve filler piece for flush mount when bollard is removed.	\$418.00	4.00	\$1,672.00
HL 2008 S30 W02 24	Heavy Traffic" Galvanized, 24 inch tall ground sleeve with welded in place stop pins.	\$707.00	4.00	\$2,828.00

Subtotal \$4,500.00  
Shipping and Handling \$168.00  
Grand Total \$4,668.00

***This bid is valid 30 days***

**We accept Visa, MasterCard & American Express**

**This bid is valid 30 days** and cannot be extended without expressed written confirmation from the manufacturer. Above prices do not include installation, site restoration or other site preparation necessary for a safe installation. Sales tax, if applicable is not included. **No retentions** allowed.



# City of Bloomington, Indiana

## Change Order Details

### Hopewell Phase I East Infrastructure

Description	Construction of infrastructure for Hopewell Phase I East Site.
Prime Contractor	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
Change Order	27
Status	Pending
Date Created	08/23/2024
Type	Errors and Omissions
Summary	New Item for Paver Grate for the Trees with an increase in Material Cost.
Change Order Description	<p>There are 2 items that exist for Paver Grates for the Hopewell Phase 1, East Project. The first of the 2 existing items listed on the Schedule of Items is Item #148 for Paver Grate, Type 1 is 10.0 Each at a unit cost of \$5,500.00 / EA. The second of the 2 existing items listed on the Schedule of Items is Item #149 for Paver Grate, Type 2 is 24.0 Each at a unit cost of \$6,000.00 / EA. The error that this Change Order is being created to correct is that there are a total of 41 Tree Grates identified on the plans.</p> <p>After review, the planned design is still the preferred course of action. There would be an increase in cost to the contract by the defined Line item and unit cost, we discovered that the supplier would no longer honor the quoted pricing for the Paver Grate products and associated materials since the quote had been issued over a year ago.</p> <p>Two additional work days will be added with this Change Order.</p>
Awarded Project Amount	\$13,373,284.90
Authorized Project Amount	\$13,695,491.10
Change Order Amount	\$44,744.98
Revised Project Amount	\$13,740,236.08

## New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0340	622-04648	EACH	7.000	\$6,392.140	\$44,744.98
TREE GRATE					
Reason: - Additional, with Material Mark-up					
1 item					Total: \$44,744.98

## Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Completion Date	10/31/2024	11/04/2024	2.0 Days	11/06/2024
Substantial Completion Date				
Reason: Material Procurement & Phasing Delays.				
1 time limit				

## Attachments

Document	Name	Description	Submission Date
Milestone_-_Change_Order_Request_Unit_Price_and_Added_Days_for_Tree_Grates.pdf	Milestone - Change_Order_Request_Unit Price and Added Days for Tree Grates.pdf	Milestone CO Request form, outlining the new unit cost, total CO cost and the addition of 2 days to the Contract Completion Date.	09/18/2024 04:49 PM
3 attachments			

Document	Name	Description	Submission Date
			EDT
Milestone_-_Unit_Pricing_INDOT_CO_for_Tree_Grates__002_.pdf	Milestone - Unit Pricing INDOT CO for Tree Grates (002).pdf	Milestone Unit Cost break-down supporting document with 2 additional days requested.	09/18/2024 04:50 PM EDT
Tree_Grate_-_Requested_Days_of_2.pdf	Tree Grate - Requested Days of 2.pdf	Milestone table of Requested Extra days per Project Change Orders. 2 days requested for CO 27 regarding Additional Tree Grates.	09/18/2024 04:51 PM EDT
3 attachments			

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

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



# CHANGE ORDER REQUEST FORM

CONTRACT NO. HOPEWELL

DATE OF SUBMISSION August 5, 2024

PROJECT DESCRIPTION <i>(route / intersection / bridge no(s).)</i>	HOPEWELL PHASE 1 EAST
CHANGE ORDER REQUEST SUMMARY DESCRIPTION	ADDED ADDITIONAL 7 TREE GRATES
PROPOSED SOLUTION SUMMARY	Click here to enter text.

NOTE: Upon request from Engineer, enter detailed description on page 2.

ONSET DATE OF CHANGE	July 12, 2024	CHANGE ORDER TYPE	104.03 Extra Work
----------------------	---------------	-------------------	-------------------

## PROPOSED COST AND TIME ADJUSTMENT

COST

COST INCREASE / (DECREASE):

\$

\$56,935.K71

The cost adjustment shall include lump sum and/or estimated totaled unit-priced item costs. Attach a separate sheet of unit price items including item description, unit of measurement, estimated quantity and unit price.

### CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF COST CHANGE:

☐ 109.03 Altered Quantities

☒ 109.05(a) Agreed Price

☐ 109.05(b) Force Account

☐ 109.05.02 Delay Costs

PROPOSED COST CHANGE INCLUDES:

☐ Labor

☐ Material

☐ Equipment

☐ Lease Agreement

☒ Subcontractor

TIME ADJUSTMENT

INCREASE / (DECREASE):

(work days)

2

### CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF TIME CHANGE:

☒ 108.08(a) Excusable, Non-Compensable

☐ 108.08(b) Excusable, Compensable

NOTE: If **Compensable**, attach details based on 109.05.2(a) Allowable Delay Costs.

## SUPPLEMENTAL INFORMATION

Additional information.

CHANGE ORDER ORIGATION:	<input checked="" type="checkbox"/> INDOT / LPA	<input type="checkbox"/> Contractor
DOCUMENTS AFFECTED:		
<input type="checkbox"/> Contract Specifications (ref. doc name/no.)	Click here to enter text.	

## CHANGE ORDER REQUEST FORM

<input type="checkbox"/> Contract Plans (ref. doc name/no.)	Click here to enter text.
CHANGE ORDER AFFECTS DBE PARTICIPATION:	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no (if yes, attach details)

CONTRACT NO.

## UPON WRITTEN REQUEST FROM THE ENGINEER, PROVIDE ADDITIONAL DETAIL

DATE RECEIVED REQUEST FOR ADDITIONAL DETAIL	[Select Date]	SUBMITTAL DATE OF ADDITIONAL DETAIL	[Select Date]
--	---------------	--	---------------

### DETAILED DESCRIPTION / JUSTIFICATION:

*(Include location(s), actions of contractor, owner, and other stakeholders, key events and related cause(s), discoveries, discussions, meetings, and effect on the contract if no action is taken. Also include references to key documents attached or available to support this change order request.)*

**QUANTITY OF 7 TREE GRATES WERE NOT ACCOUNTED FOR ON ORIGINAL PAY ITEMS. CHANGE ORDER WAS SENT IN TO ACCOMADATE AND ALSO REQUESTING FOR 2 ADDITIONAL DAYS TO INSTALL THESE**

### PROPOSED SOLUTION – ADDITIONAL DETAILS:

*(Include proposed scope of work, means & methods, materials, equipment, utility relocation required, subcontracted scope and the effect on the contract schedule. Also include references to attached documents including, but not limited to, sketches, calculations, photos, material information, and submittals and meeting minutes.)*

Click here to enter text.

## SIGNATURE

Contractor:

Name: (print) THOMAS GOTT \_\_\_\_\_

(signature) \_\_\_\_\_ Date:8/5/2024

THOMAS GOTT \_\_\_\_\_

CHANGE ORDER REQUEST FORM

NOTE: The Contractor should retain a signed copy of this document for record.

CONTRACT NO.

Click here to enter text.

ATTACHMENT: UNIT PRICE ITEMS DETAIL

Attach or paste a unit price item detail.



Milestone Contractors, L.P.  
4755 West Arlington Rd.  
Bloomington, IN 47404  
Phone: (812) 330-2037  
Fax: (812) 330-2118

## PCO Pricing Sheet

Date: August 5, 2024

[www.milestonelp.com](http://www.milestonelp.com)

Pages: 1

To: CITY OF BLOOMINGTON  
Attn: ROY ATEN

Project: HOPEWELL PHASE 1 EAST

Description: TREE GRATES

ADDED DAYS: 2

Est. No.

Ref: ADD TREE GRATES

Qty: 7.00 TOTAL

### Labor:

Total Labor Cost from Estimate Sheet:

Labor Subtotal

### Equipment:

Total Equipment Cost from Estimate Sheet:

Equipment Subtotal

### Material:

Total Material Cost from Estimate Sheet:

Material Subtotal \$ 43,686.43

### Trucking

Total Trucking cost from Attached Sheets:

Trucking

Trucking Subtotal

### Subcontractor

Total Trucking cost from Attached Sheets:

Subcontractor Subtotal

Subtotal \$ 43,686.43

Bond (.75% rate) 10% \$ 360.41

Labor Markup 10% \$ -

Equipment Markup 10% \$ -

Material Markup 10% \$ 4,368.64

Trucking Markup 10% \$ -

Subcontract Markup 10% \$ -

Total \$ 48,415.49

Unit Price \$ 6,916.50

ANY ITEM NOT SPECIFICALLY STATED ABOVE SHALL BE CONSIDERED NOT INCLUDED IN OUR PROPOSAL.

PLEASE CALL FOR CLARIFICATIONS OR IF ADDITIONAL PRICING IS REQUESTED.

Signature represents acceptance of this Proposal.

Signed:

Date: July 24, 2024

ADDED DAYS 2 TOTAL

Terms: Upon Receipt

Submitted By:

THOMAS GOTT

Approved By:

Printed:

Date

Date

## REQUESTED DAYS

CHANGE ORDER	DAYS REQUESTED
BOLLARDS CO	4 DAYS - ONGOING
BOX CULVERT CO	3 DAYS - FINISHED
FIELD ORDER #26	3 DAYS – ONGOING
UNDERCUT CO	4 DAYS – CO SENT IN FOR REVIEW
MOVING STOCKPILES	6 DAYS - ONGOING
TREE GRATES	2 DAYS

TOTAL REQUESTED DAYS= ~~20 DAYS~~ 22 DAYS





# City of Bloomington, Indiana

## Change Order Details

### Hopewell Phase I East Infrastructure

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<b>Description</b>	Construction of infrastructure for Hopewell Phase I East Site.
<b>Prime Contractor</b>	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
<b>Change Order</b>	28
<b>Status</b>	Pending
<b>Date Created</b>	09/05/2024
<b>Type</b>	Scope Changes
<b>Summary</b>	Communication Cables
<b>Change Order Description</b>	<p>This Change Order will account for the additional work requested by Field Order 36 for the installation of two (2) Cat6A cables in each of the low voltage conduits (labeled PoE) depicted on E201 – Site Systems Plan and E202 – Site Systems Plan. (as shown on the exhibit included in the attached FO 36, with the cut sheet for the preferred, shielded cable.) The contractor shall provide adequate cable at each pole location to allow for the future connection to cameras and wireless access points (provided by others) at the top of the poles. All work shall be done in accordance with the City of Bloomington ITS Cabling Policy, attached. The work &amp; pricing shall include the installation of a twelve-gauge tracer wire in the empty 1" low voltage and " power conduits that run from the utility enclosure east to the east end of the gathering lawn in the east block of University St. as shown on E202 – Site Systems Plan.</p> <p>No additional contract time is being considered with this Change Order.</p>
<b>Awarded Project Amount</b>	\$13,373,284.90
<b>Authorized Project Amount</b>	\$13,695,491.10
<b>Change Order Amount</b>	\$12,031.27
<b>Revised Project Amount</b>	\$13,707,522.37

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0360	809-07115	LS	1.000	\$12,031.270	\$12,031.27
ITS VIDEO SURVEILLANCE					
1 item					Total: \$12,031.27

Attachments

Document	Name	Description	Submission Date
Email_from_Penland_for_CO_28_-_LOW_VOLTAGE_CAT6A_OSP_on_Hopewell.pdf	Email from Penland for CO 28 - LOW VOLTAGE CAT6A OSP on Hopewell.pdf	7-31-24 email from REA to City advising of the new pricing from Milestone / Electric Plus for the work requested by FO 36.	09/20/2024 11:56 AM EDT
FO_36-Low_Voltage_Conduit_Cat6A_Cable_-_2024-06-04.pdf	FO 36-Low Voltage Conduit Cat6A Cable - 2024-06-04.pdf	Field Order 36 outlining the request for additional work to the contract and the need for a new item & price quote.	09/20/2024 11:55 AM EDT
INDOT_CHANGE_ORDER_LOW_VOLTAGE.pdf	INDOT CHANGE ORDER LOW VOLTAGE.pdf	Lump Sum Price for the additional work requested by The City to have low voltage cable ran that was not previously identified in the original scope of work.	09/20/2024 11:39 AM EDT
Low_Voltage_Quote_from_E+_to_Milestone_-_Exterior_Wap_Cam_Cabling_CAT6_-_Hopewell.pdf	Low Voltage Quote from E+ to Milestone - Exterior Wap_Cam Cabling CAT6 - Hopewell.pdf	Supporting price from Electric Plus to Milestone, attached to 7-31-24 REA Email.	09/20/2024 11:57 AM EDT
4 attachments			

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

\_\_\_\_\_

Engineer

\_\_\_\_\_

Contractor

\_\_\_\_\_

Board of Public Works

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Date

\_\_\_\_\_

Date

RUNDELL ERNSTBERGER ASSOCIATES

Field Order No. 36

Date of Issuance:	June 4, 2024	Owner:	City of Bloomington
Project Name:	Hopewell Phase 1 East	Contractor:	Milestone Contractors LP
Project Location:	Bloomington, IN	Project Engineer:	Cecil Penland
Project No:	REA # 1671		

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 10.00, for minor changes or alterations in the Work without changes in Contract Price or Contract Time. If Contractor considers that a change in Contract Price or Contract Time is required, submit a request for Change Order in accordance with General Conditions Paragraph 11.00, before proceeding with this Work.

Reference:	N/A	E201 & E202
	Specification(s)	Drawing(s) / Detail(s)



**Description:** The City would like to solicit a cost proposal from the Contractor for the installation of two (2) Cat6A cables in each of the low voltage conduits (labeled PoE) depicted on E201 - Site Systems Plan and E202 - Site Systems Plan. Please find the attached cut sheet for the preferred, shielded cable. The contractor shall provide adequate cable at each pole location to allow for the future connection to cameras and wireless access points (provided by others) at the top of the poles. All work shall be done in accordance with the City of Bloomington ITS Cabling Policy, attached.

In addition, please provide a cost proposal for the installation of a twelve-gauge tracer wire in the empty 1" low voltage and ¾" power conduits that run from the utility enclosure east to the east end of the gathering lawn in the east block of University St. as shown on E202 - Site Systems Plan.

(2)  
**Attachments:** trueCABLE Cat6A Riser Shielded Cut Sheet  
City of Bloomington ITS Cabling Policy

ISSUED:	RECEIVED:
By: 	By: _____
Engineer (Authorized Signature)	Contractor (Authorized Signature)

Title: Landscape Architect	Title:
Date: June 4, 2024	Date:

CC: Roy Aten, City of Bloomington  
Andrew Cibor, City of Bloomington

# Cat6A Riser Shielded

23AWG • 4 Twisted Pairs • CMR  
F/UTP • 750MHz • Solid Copper



## Lengths Available

- 1000ft

## Jacket Colors



## Key Features

- Bandwidth tested up to 750 MHz
- Suitable for 1 Gigabit and 10 Gigabit Ethernet up to 328 ft
- In compliance with ANSI/TIA 568.2-D
- RoHS-3 Compliant
- Easily identified color striped pairs
- Supports Power over Ethernet: PoE/PoE+ / PoE++ (IEEE 802.3af/at/bt) 4PPoE up to 100W
- Sequential footage markings every 2ft

## Technical Data

Insulation	PE
Average Thickness (mm)	0.278
Min Point Thickness (mm)	0.255
<b>Conductor Insulation Dia. (±0.02mm)</b>	<b>1.14</b>
Twisted Pair Dia. (±0.02mm)	2.28
Ripcord	Nylon
Spline	PE
Polyethylene Tape	Yes
Shielding	F/UTP
Drain Wire - Solid Tinned Copper (mm)	0.40

Conductor	Solid Bare Copper
Size	23AWG
Conductor Dia. (±0.05mm)	0.585

## Color of Pairs

Pair 1	Blue- White/Blue
Pair 2	Orange- White/Orange
Pair 3	Green- White/Green
Pair 4	Brown- White/Brown

## Cable Jacket

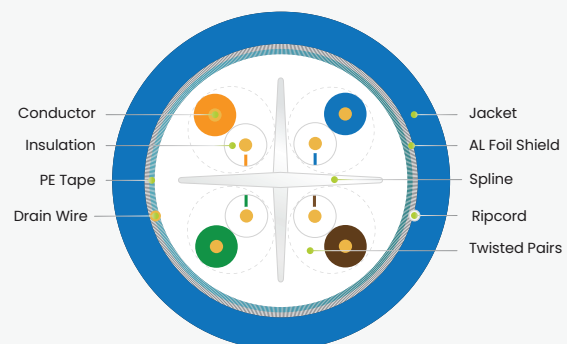
Cable Jacket	PVC
Average Thickness (mm)	0.60
Min. Point Thickness (mm)	0.55
<b>Outer Diameter (±0.2mm)</b>	<b>7.40</b>

## Standards Reference

UL-444 /  
cETLus

ANSI/TIA  
568-2.D

ISO/IEC  
11801



## Print Legend

trueCABLE CAT6A CMR F/UTP 75°C 4PR 23AWG c(ETL)us VERIFIED to ANSI/TIA 568-2.D 750MHz ROHS-3 XXXXT MM/YY

Last Updated  
3/19/2024

\*Specs subject to  
change without notice.  
Current version available  
at [www.trueCABLE.com](http://www.trueCABLE.com)





# Cat6A Riser Shielded

23AWG • 4 Twisted Pairs • CMR  
F/UTP • 750MHz • Solid Copper



## Lengths Available

• 1000ft

## Jacket Colors



## Electrical Characteristics

PoE Certification	PoE/PoE+/PoE++ 4PPoE
Maximum PoE Wattage	100W
PoE Application Compatibility	802.3af/at/bt Type 4
TIA 568-2.D Cat6A Permanent Link +PoE	CERTIFIED
Maximum Application Speed @ 295ft	10GBASE-T
Nominal Velocity of Propagation (NVP)	70
Maximum Operating Voltage	300V
1.0 - 750MHz Impedance ( $\Omega$ )	100 $\pm$ 15
Maximum Operating Frequency	750MHz
1.0 - 750MHz Delay Skew (ns/100m)	$\leq$ 45
Pair-to-Ground Capacitance Unbalance (pF/km)	$\leq$ 3300
Max. Conductor DC Resistance 20°C ( $\Omega$ /km)	68



## Mechanical & Environmental Operating Parameters

Test Object	Jacket	Aging Condition (°C x hrs)	100 x 168
Test Material	PVC	After Tensile Strength (Mpa)	$\geq$ 85% of unaged
Before- Tensile Strength (Mpa)	$\geq$ 13.8	Aging Condition - Elongation (%)	$\geq$ 50% of unaged
Aging- Elongation (%)	$\geq$ 100	Cold Bend (-20 $\pm$ 2°C x 4hrs)	No Crack
Min. Bend Radius	5.0cm/2.00in	Operating & Storage Temp.	-40°C to 75°C   -40°F to 167°F
Max. Installation Tension	110N/25lb-ft	Installation Temp.	-20°C to 75°C   -4°F to 167°F

## Tested Compatible Accessories

### Product

### Part Number

Cat6A Toolless Keystone Jack   Shielded	6ASTL90CMPT
Cat6/6A Pass Through RJ45 Connectors   Shielded	LGEGPTRJ45
Cat6A Field Term Plug   Shielded	6ASFT
Conductive Copper Fabric Strips	CUSTrips_100pc
Large Slip-On RJ45 Strain Relief Boot   8.00mm	LGLSLIP

Last Updated  
3/19/2024

\*Specs subject to  
change without notice.  
Current version available  
at [www.trueCABLE.com](http://www.trueCABLE.com)



**Cable ID: 6ASCMR STP JACK > STP RJ45 JACKET DATE 01/22****Test Limit: TIA Cat 6A MPTL (+PoE)**

Limits Version: V7.6

Date / Time: 02/14/2022 12:58:42 PM

Operator: DON S

**Headroom 3.0 dB (NEXT 3,6-7,8)**

Cable Type: Cat 6A F/UTP

NVP: 70.0%

Main: Versiv

S/N: 1924100

Software Version: V6.7 Build 1

Calibration Date: 11/14/2020

Adapter: DSX-8000 (DSX-PLA804)

S/N: 4523169

**Test Summary: PASS**

Remote: Versiv

S/N: 1917273

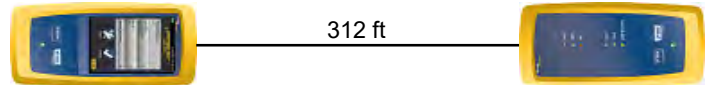
Software Version: V6.7 Build 1

Calibration Date: 11/14/2020

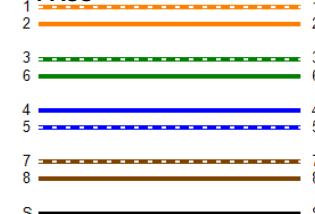
Adapter: DSX-8000R (DSX-PC6A)

S/N: 4716155

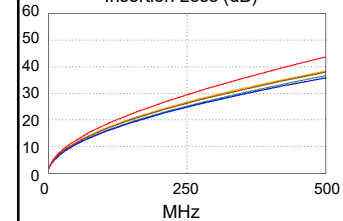
Length (ft), Limit 295	[Pair 4,5]	312
Prop. Delay (ns), Limit 498	[Pair 1,2]	489
Delay Skew (ns), Limit 44	[Pair 1,2]	36
Resistance (ohms), Limit 21.00	[Pair 1,2]	13.10
Resist. Unbal. (ohms)	[Pair 3,6]	0.135
Resist. P2P Unbal. (ohms)	[Pair 1,2-4,5]	0.219
Insertion Loss Margin (dB)	[Pair 1,2]	5.4
Frequency (MHz)	[Pair 1,2]	500.0
Limit (dB)	[Pair 1,2]	43.8



Wire Map (T568B)

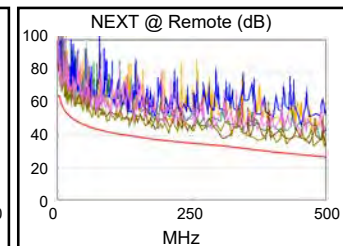
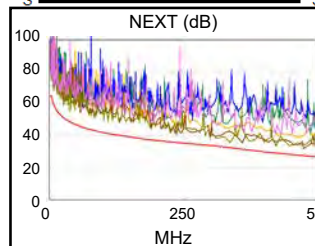
**PASS**

Insertion Loss (dB)

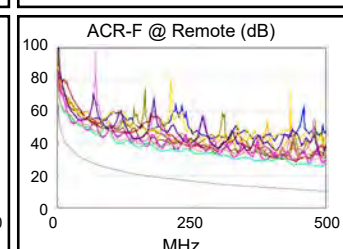
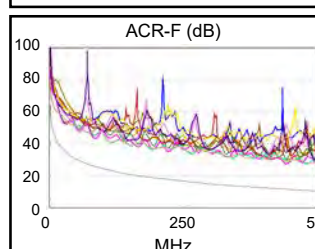


Worst Case Margin Worst Case Value

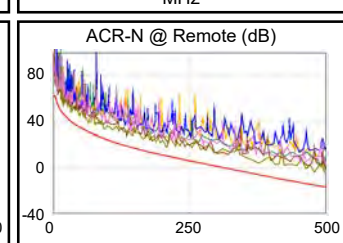
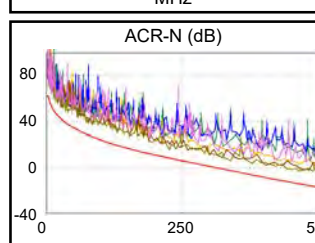
<b>PASS</b>	MAIN	SR	MAIN	SR
Worst Pair	3,6-7,8	3,6-4,5	3,6-4,5	3,6-4,5
<b>NEXT (dB)</b>	3.0	3.4	3.8	5.9
Freq. (MHz)	424.0	318.0	474.0	500.0
Limit (dB)	29.0	33.2	27.4	26.7
Worst Pair	3,6	3,6	3,6	3,6
<b>PS NEXT (dB)</b>	3.7	5.1	4.8	7.2
Freq. (MHz)	424.0	317.0	474.0	500.0
Limit (dB)	26.2	30.6	24.6	23.8



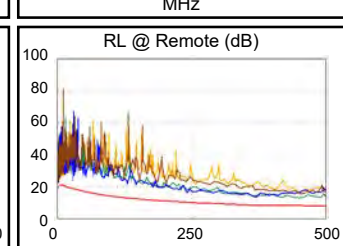
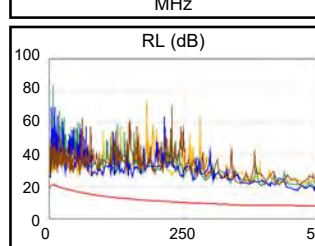
<b>PASS</b>	MAIN	SR	MAIN	SR
Worst Pair	4,5-1,2	4,5-7,8	4,5-7,8	4,5-7,8
<b>ACR-F (dB)</b>	15.8	14.9	16.1	14.9
Freq. (MHz)	442.0	489.0	479.0	489.0
Limit (dB)	11.3	10.4	10.6	10.4
Worst Pair	4,5	7,8	4,5	7,8
<b>PS ACR-F (dB)</b>	16.4	16.7	16.4	16.7
Freq. (MHz)	441.0	491.0	441.0	491.0
Limit (dB)	8.3	7.4	8.3	7.4



<b>N/A</b>	MAIN	SR	MAIN	SR
Worst Pair	3,6-7,8	3,6-7,8	3,6-7,8	3,6-7,8
<b>ACR-N (dB)</b>	7.5	6.8	12.4	10.9
Freq. (MHz)	336.0	17.6	490.0	478.0
Limit (dB)	-2.4	46.6	-16.3	-15.3
Worst Pair	3,6	3,6	3,6	3,6
<b>PS ACR-N (dB)</b>	9.2	8.7	13.3	14.3
Freq. (MHz)	226.5	17.6	500.0	500.0
Limit (dB)	5.5	44.2	-20.0	-20.0



<b>PASS</b>	MAIN	SR	MAIN	SR
Worst Pair	4,5	3,6	4,5	3,6
<b>RL (dB)</b>	9.4	4.6	9.4	4.6
Freq. (MHz)	494.0	450.0	494.0	450.0
Limit (dB)	8.0	8.0	8.0	8.0

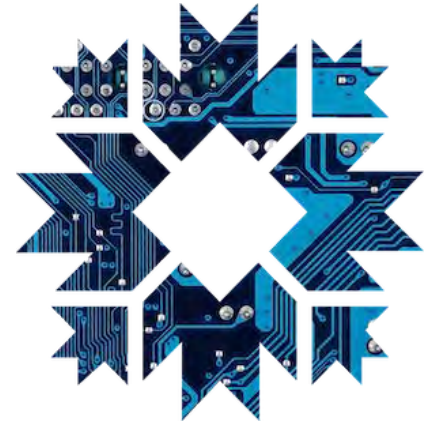


Compliant Network Standards:

10BASE-T	100BASE-TX	100BASE-T4
1000BASE-T	2.5GBASE-T	5GBASE-T
10GBASE-T	ATM-25	ATM-51
ATM-155	100VG-AnyLan	TR-4
TR-16 Active	TR-16 Passive	

# ITS Cabling Policy

Version 1.0



Policy Owner	Infrastructure Security Team
Policy Approver(s)	Director, Information & Technology Services
Related Policies	n/a.
Related Procedures	n/a.
Document Number	Control Number
Effective Date	April 8th, 2021
Next Review Date	April 8th, 2024

## Revision History

Version ID	Date of Change	Author	Rationale
1.0	4/18/2024	Rob Cronk	Draft

## Purpose:

To establish principles and provisions to guide the City in the construction and ongoing management of its telecommunications cabling infrastructure.

## Applies to:

City of Bloomington employees (faculty, staff, and interns ), City affiliates, vendors, independent contractors, and visitors who come in contact with the City of Bloomington telecommunications cabling systems.

## Definitions:

These definitions apply to institutions and regulations as they are used in this policy. Refer to ISO/IEC 11801 series to define any terms that appear in this policy that are not outlined in this section.

## City Network:

The City Network infrastructure consists of the city-wide wired and wireless media used to support the transmission of information, electronic and optical distribution device hardware, distribution device control software, and the services created to support these systems. The CoB network begins at the point an end-user device located on or around City property gains access to the network; includes all

hardware and software used to establish or maintain the transport path across City property; and ends at the point where CoB's physical network attaches to external non-City networks.

**City Property:**

Any property owned by the City of Bloomington and managed by City services.

**City of Bloomington Telecommunications Wiring Standard:**

A set of rules governing the type of cabling, cabling support systems, installation practices, and installation procedures used when constructing the telecommunications delivery media. The City of Bloomington Wiring Standard incorporates advanced components, component interconnection technologies, industry codes, industry standards, and best practices, and is subject to regular revision based upon ongoing experience, new industry standards, new industry codes, and technological advances. The City of Bloomington Telecommunications Wiring Standard is based on the nationally and/or internationally-accepted codes and standard-making bodies including, but not limited to, National Electrical Code (NEC), National Fire Protection Association (NFPA), American National Standards Institute (ANSI), Telecommunications Industry Association (TIA), Electronic Industries Alliance (EIA) Telecommunications Infrastructure Standards, Federal Communications Commission (FCC), Institute of Electrical and Electronics Engineers (IEEE), and BICSI's Telecommunications Distribution Methods Manual (BICSI TDMM) and Customer Owned Outside Plant Manual.

**City of Bloomington Structured Telecommunications Cabling System:**

A structured system of mixed cabling types and cabling support systems that adopts a uniform wiring standard. The primary purpose of a structured telecommunications cabling system is to improve network quality, stability, and supportability and to reduce labor and material costs associated with the delivery of telecommunications services.

**ITS:**

Information and Technology Support department for the City of Bloomington

## **Policy Statements**

The priorities established for the City's physical plant of telecommunications cabling systems are safety, security, economy, reliability, and capability. The goal of City ITS is to ensure the integrity and stability of the City's Network and the efficiency and effectiveness of its construction and operation. To this end the City of Bloomington adopts the following principles:

1. Enterprise Class Systems that support a majority of City facilities, represent the most effective way to provide for the City's priorities in information transport. Enterprise Class Systems reduce the total cost of ownership to the City as a whole, and maximize the availability and reliability of its information transport systems for all of its constituents. Enterprise Class Systems reduce the total number of separate and distinct systems required to service all the diverse information transport needs of City staff & citizens.
2. The City's Network, as with any metropolitan-wide utility infrastructure, must be considered part of the basic infrastructure and utility services of the City of Bloomington. Consequently, telecommunications cabling shall be considered part of the basic infrastructure and utility services of the City. Installation of the telecommunications cabling infrastructure is to be considered part of the "up front" basic building and renovation costs and is not considered a discretionary option in construction and renovation design.
3. The City Network requires management to ensure reliability and effective operation. Enterprise level planning and management is best served by centralized planning and management in order to ensure that the network infrastructure resource is constructed and operated in an integrated, cost-efficient, and effective manner.
4. The City of Bloomington Enterprise Telecommunications Cabling System is for the overall use of the City as a whole and is managed for the benefit of all City units taken together as a whole. To maximize the effectiveness and efficiency of the use of this infrastructure, the network system utilizing this cabling system shall be designed and implemented to handle a wide variety of information transport requirements. This network system is offered to Units to satisfy their video, voice, and digital data transport needs. To control information transport costs, this system is preferred over the creation of single use information transport systems.
5. All telecommunications cabling including, but not limited to copper wiring, copper cable, coaxial cable, fiber optic cable, conduit, duct banks, maintenance holes, and any other cabling support system installed on City of Bloomington property shall be considered the property of the City and part of the City of Bloomington Structured Telecommunications Cabling System.
6. All new construction or renovation projects involving the design, installation, maintenance, and use of all telecommunications cabling and support systems whether inside buildings, externally attached to buildings, or between buildings (above or below ground) as well as in structures and



tunnels are considered part of the City of Bloomington Structured Telecommunications Cabling System.

7. All the City of Bloomington Information Technology (IT) networking equipment, electronic door access and power equipment and associated cabling, shall be located in locked rooms, locked cabinets or locked enclosures. To include but not be limited to: the Main Distribution Frame (MDF), Intermediate Distribution Frame (IDF), equipment rooms and wiring closets. Access to these spaces shall be controlled utilizing keyed-alike entry lock sets, or with the use of card access devices or other comparable physical security measures.
8. The City, through ITS, shall adopt a uniform standard of components, construction practices, construction process procedures, and an ongoing operational methodology. This standard shall be considered part of the City design standards to which all installations must conform. This standard shall be known as the City of Bloomington Uniform Telecommunications Wiring Standard. ITS will maintain documentation of best practices and procedures, in consultation with City Units, including Engineering, Facilities, and Planning and Development. and is responsible for updates.
9. All new construction, remodeling, and extensions of the City Structured Telecommunications Cabling System will comply with the City of Bloomington Uniform Telecommunications Wiring Standard to ensure that the cabling system is constructed and managed in a strategic manner consistent with City of Bloomington priorities.
10. Any modification or new installations that would be incorporated into the City of Bloomington Enterprise Telecommunications Cabling System must be approved by Assistant-Director or Director level ITS staff before commencing.
11. Third party network systems and network systems where located on private property may be required to be certified before they are allowed to directly connect to City systems.
12. No entity may modify or repair any component associated with the City of Bloomington's Structured Telecommunications Cabling System without approval of ITS.
13. No entity may install or attach any telecommunications cabling or cabling component to City property without approval of ITS.
14. Dedicated links of cabling (e.g; copper or fiber) to implement single purpose information transport systems are not offered as part of the City of Bloomington's Structured Telecommunications Cabling System. Approval for dedicated links of cabling shall only be

granted when it is not feasible to utilize the existing enterprise network system and only when approved by ITS.

15. A codified set of practices and processes shall be established in order to clearly identify and delineate the roles and responsibilities of the various City of Bloomington entities involved in telecommunications construction activity. All City departments and ITS take joint responsibility for ensuring that these practices and processes are effectively developed and maintained.

16. Units contracting vendors may request a list of secured networking and telecommunications cabling and equipment locations that require access approval from ITS by contacting ITS.

17. All new installations or modifications to The City of Bloomington Enterprise Telecommunications Cabling System must be compliant with ISO/IEC 11801 and ANSI/TIA-568 Standards.

## **EXCLUSIONS OR SPECIAL CIRCUMSTANCES:**

Exceptions to this policy shall only be allowed if previously approved by the City of Bloomington ITS department and this approval is documented and verified by the ITS Director.

## **Non-Compliance:**

Failure to abide by the requirements of this policy and/or any standards or procedures that are developed to implement this policy may result in termination of the user's or departmental information services and/or access to the City network. The department will be responsible for expenses associated with correction of any unauthorized installation, modification, or repair. Units/users may also be subject to other City sanctions, including disciplinary action, suspension, termination of employment, dismissal from the City, fines, and legal action. Some violations may constitute criminal offenses under local, state, and federal laws. The City will carry out its responsibility to report such violations to the appropriate authorities.

# References:

ISO/IEC 11801 Standard

([https://drive.google.com/file/d/1P3J1GSSI5YVq3lida4J6QN9Jd-\\_MMqr6g/view?usp=drive\\_link](https://drive.google.com/file/d/1P3J1GSSI5YVq3lida4J6QN9Jd-_MMqr6g/view?usp=drive_link))

ANSI/TIA-568

([https://drive.google.com/file/d/1QSCvwRbmN-wivAVYRc5hsW65iRzuElwX/view?usp=drive\\_link](https://drive.google.com/file/d/1QSCvwRbmN-wivAVYRc5hsW65iRzuElwX/view?usp=drive_link))

ANSI/TIA-568-C

([https://drive.google.com/file/d/1mUi0nVHYZG3CANnMtoNMJhMcl4wtvZfc/view?usp=drive\\_link](https://drive.google.com/file/d/1mUi0nVHYZG3CANnMtoNMJhMcl4wtvZfc/view?usp=drive_link))

**From:** [Cecil Penland](#)  
**To:** [Roy Aten](#); [zac.rogers@bloomington.in.gov](mailto:zac.rogers@bloomington.in.gov); [Rob Cronk](#)  
**Cc:** [Patrick Dierkes](#); [Judson Huber](#); [Michael Roth](#)  
**Subject:** FW: HOPEWELL PHASE 1 EAST LOW VOLTAGE CAT6A OSP  
**Date:** Wednesday, July 31, 2024 4:39:22 PM  
**Attachments:** [Quote E+ Systems - Milestone Hopewell Project - Phase 1 Exterior Wap\\_Cam Cabling rev.1.pdf](#)  
[INDOT CHANGE ORDER LOW VOLTAGE.pdf](#)  
[HOPEWELL PHASE 1 EAST LOW VOLTAGE CAT6A OSP.msg](#)

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Internal (cpenland@reasite.com)

[Report This Email](#) [Protection by Teknabyte Consulting](#)

Roy, Zac, & Rob,

We received the updated Field Order 36 pricing for the low voltage (CAT 6A) cable on Hopewell. This updated price includes the terminations and testing that were requested after receiving the original quote.

The original quote was for \$9,833.26 and this updated quote is for \$12,031.27, a difference of \$2,198.01. I have attached the original email and backup documentation to this email (third attachment). Please review this and let us know your thoughts on whether or not you'd like to proceed. I've gone ahead and copied Rob Cronk on this email as well in case he would like to review the documentation and offer an opinion.

Thanks,

**CECIL PENLAND**, PLA, ASLA  
PARTNER / LANDSCAPE ARCHITECT

**RUNDELL ERNSTBERGER ASSOCIATES**

URBAN DESIGN / PLANNING / LANDSCAPE ARCHITECTURE  
618 EAST MARKET STREET / INDIANAPOLIS, INDIANA 46202  
O 317.263.0127 / M 937.533.1730 / [REASITE.COM](http://REASITE.COM)

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**From:** Gott, Thomas <[Thomas.Gott@milestonelp.com](mailto:Thomas.Gott@milestonelp.com)>  
**Sent:** Wednesday, July 31, 2024 1:33 PM  
**To:** Cecil Penland <[cpenland@reasite.com](mailto:cpenland@reasite.com)>; Patrick Dierkes <[pdierkes@reasite.com](mailto:pdierkes@reasite.com)>  
**Cc:** Roy Aten <[atenro@bloomington.in.gov](mailto:atenro@bloomington.in.gov)>; Zac Rogers <[zac.rogers@bloomington.in.gov](mailto:zac.rogers@bloomington.in.gov)>; Judson Huber <[jhuber@reasite.com](mailto:jhuber@reasite.com)>; Foster, Brent <[bfoster@milestonelp.com](mailto:bfoster@milestonelp.com)>; Rood, Robert <[Robert.Rood@milestonelp.com](mailto:Robert.Rood@milestonelp.com)>; Julie Anderson <[janderson@electricplus.com](mailto:janderson@electricplus.com)>  
**Subject:** RE: HOPEWELL PHASE 1 EAST LOW VOLTAGE CAT6A OSP

Cecil, attached is the revised CO for the Cat6 A low voltage field order work.  
Let me know if you have any questions

---

**From:** Cecil Penland <[cpenland@reasite.com](mailto:cpenland@reasite.com)>

**Sent:** Tuesday, July 2, 2024 11:02 AM

**To:** Gott, Thomas <[Thomas.Gott@milestonelp.com](mailto:Thomas.Gott@milestonelp.com)>; Patrick Dierkes <[pdierkes@reasite.com](mailto:pdierkes@reasite.com)>

**Cc:** Roy Aten <[atenro@bloomington.in.gov](mailto:atenro@bloomington.in.gov)>; Zac Rogers <[zac.rogers@bloomington.in.gov](mailto:zac.rogers@bloomington.in.gov)>; Judson Huber <[jhuber@reasite.com](mailto:jhuber@reasite.com)>; Foster, Brent <[bfoster@milestonelp.com](mailto:bfoster@milestonelp.com)>; Rood, Robert <[Robert.Rood@milestonelp.com](mailto:Robert.Rood@milestonelp.com)>; Julie Anderson <[janderson@electricplus.com](mailto:janderson@electricplus.com)>

**Subject:** [EXT] RE: HOPEWELL PHASE 1 EAST LOW VOLTAGE CAT6A OSP

Tom,

We received feedback from the City on the proposed change order for field order 36. It appears they would like to proceed, however, they are requesting a slight modification to the scope of work. Could you please update your pricing to include testing and termination of the cables? The City advised they use T568-A termination standards with RF-45 connectors. Also, for clarification, the cost should assume 10'-15' of spare cable spooled up within each of the runs.

Let me know if you need any additional clarification. Once you revise your price, we should be able to provide approval to proceed quickly.

Thanks,

**CECIL PENLAND**, PLA, ASLA  
PARTNER / LANDSCAPE ARCHITECT

**RUNDELL ERNSTBERGER ASSOCIATES**

URBAN DESIGN / PLANNING / LANDSCAPE ARCHITECTURE  
618 EAST MARKET STREET / INDIANAPOLIS, INDIANA 46202  
O 317.263.0127 / M 937.533.1730 / [REASITE.COM](http://REASITE.COM)

---

**From:** Gott, Thomas <[Thomas.Gott@milestonelp.com](mailto:Thomas.Gott@milestonelp.com)>

**Sent:** Thursday, June 20, 2024 2:11 PM

**To:** Patrick Dierkes <[pdierkes@reasite.com](mailto:pdierkes@reasite.com)>; Cecil Penland <[cpenland@reasite.com](mailto:cpenland@reasite.com)>

**Cc:** Roy Aten <[atenro@bloomington.in.gov](mailto:atenro@bloomington.in.gov)>; Zac Rogers <[zac.rogers@bloomington.in.gov](mailto:zac.rogers@bloomington.in.gov)>; Judson Huber <[jhuber@reasite.com](mailto:jhuber@reasite.com)>; Foster, Brent <[bfoster@milestonelp.com](mailto:bfoster@milestonelp.com)>; Rood, Robert <[Robert.Rood@milestonelp.com](mailto:Robert.Rood@milestonelp.com)>; Julie Anderson <[janderson@electricplus.com](mailto:janderson@electricplus.com)>

**Subject:** HOPEWELL PHASE 1 EAST LOW VOLTAGE CAT6A OSP

Patrick,

ATTACHED IS CHANGE ORDER TO ACCOMADATE FIELD ORDER #36.

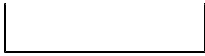
Let me know if you have any questions

thanks

**Thomas Gott**  
*Superintendent*



4755 W. Arlington Road  
Bloomington, IN 47404  
Office:  
Mobile:+1 (812) 318-5546



**Thomas Gott**  
*Superintendent*  
4755 W. Arlington Road  
Bloomington, IN 47404  
Office:  
Mobile:+1 (812) 318-5546





Milestone Contractors, L.P.  
4755 West Arlington Rd.  
Bloomington, IN 47404  
Phone: (812) 330-2037  
Fax: (812) 330-2118

## PCO Pricing Sheet

Date: July 31, 2024

[www.milestonelp.com](http://www.milestonelp.com)

Pages: 1

To: CITY OF BLOOMINGTON  
Attn: ROY ATEN

Project: HOPEWELL PHASE 1 EAST

Description: CAT 6A LOW VOLTAGE

Est. No.

Ref: LOW VOLTAGE CABLE

Qty: 1.00 LS

### Labor:

Total Labor Cost from Estimate Sheet:

Labor Subtotal

### Equipment:

Total Equipment Cost from Estimate Sheet:

Equipment Subtotal

### Material:

Total Material Cost from Estimate Sheet:

Material Subtotal

### Trucking

Total Trucking cost from Attached Sheets:

Trucking

Trucking Subtotal

### Subcontractor

Total Trucking cost from Attached Sheets:

Subcontractor Subtotal \$ 11,365.00

Subtotal \$ 11,365.00

Bond (.75% rate) 10% \$ 98.02

Labor Markup 10% \$ -

Equipment Markup 10% \$ -

Material Markup 10% \$ -

Trucking Markup 5% \$ -

Subcontract Markup 5% \$ 568.25

Total \$ 12,031.27

Unit Price \$ 12,031.27

ANY ITEM NOT SPECIFICALLY STATED ABOVE SHALL BE CONSIDERED NOT INCLUDED IN OUR PROPOSAL.

PLEASE CALL FOR CLARIFICATIONS OR IF ADDITIONAL PRICING IS REQUESTED.

Signature represents acceptance of this Proposal.

Signed:

Date: July 31, 2024

Terms: Upon Receipt

Submitted By:

THOMAS GOTT

Approved By:

Printed:

Date

Date



173 S CR 525 E  
Avon, IN 46123  
(317) 718-0100  
Fax (317) 718-0101

## PROPOSAL FOR SYSTEMS WORK

ATTENTION: Julie Anderson

Date: 7/10/2024

Project Name: Milestone Hopewell Project - Phase 1 Exterior Wap\_Cam Cabling rev.1

In accordance with the specifications and drawings for the above project, we are pleased to offer the following quotation for Systems work:

### Scope of Work:

- Provide & install Cat 6A OSP for (6) pole locations
  - (2) Cat 6A per low voltage conduits (labeled POE) as depicted on E201 & E202 drawings.
  - Includes terminations & testing of cable. (utilize T568A standard & RJ45 modular connectors)
  - 10'-15' service coil to be left at each end of cabling at bottom of pole.
  - *Installation of cameras & wireless access points is by others.*
- Provide & install tracer wire in empty 1" low voltage & 3/4" power conduits that run from utility enclosure east to the east end of gathering lawn in the east block of University St. Drawing E202

### EXCLUDED:

- All Network Equipment
- Concrete cutting, demolition and patching
- Payment and performance bond
- Allowances or contingencies
- Painting & Patching
- Shiftwork or OT
- Lift Rental
- Surveillance Equipment Enclosure APX#TC503017
- Cameras & Wireless Access Points

Base Bid price for the above-described work is: ..... \$11,365.00

Electrical License Number – E0020107

Electric Plus is a CCS "Certified Partner" safety contractor ..... Current EMR = 0.54

Terms are **Net 30 Days**. This proposal is void if not accepted in writing within **30** days after this date. No work shall commence until this proposal is returned to the Contractor signed below by the Customer. This quotation is based on a mutually agreed upon contract and a reasonable schedule.

Accepted by: \_\_\_\_\_  
Customer

By: \_\_\_\_\_  
Joseph E Wilson  
Electric Plus, Inc.

Date: \_\_\_\_\_

Date: 7/10/2024



# City of Bloomington, Indiana

## Change Order Details

### Hopewell Phase I East Infrastructure

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<b>Description</b>	Construction of infrastructure for Hopewell Phase I East Site.
<b>Prime Contractor</b>	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
<b>Change Order</b>	29
<b>Status</b>	Pending
<b>Date Created</b>	09/05/2024
<b>Type</b>	Scope Changes
<b>Summary</b>	Limestone Block Caulking
<b>Change Order Description</b>	<p>The need to provide joint caulking adjacent to the Limestone Blocks has been realized as the appropriate method to seal the void between adjacent concrete work that was not previously specified.</p> <p>Milestone has provided a LS price from a subcontracting partner (Rock Solid) to perform this work.</p> <p>No additional contract time is being considered with this Change Order.</p>
<b>Awarded Project Amount</b>	\$13,373,284.90
<b>Authorized Project Amount</b>	\$13,695,491.10
<b>Change Order Amount</b>	\$1,672.10
<b>Revised Project Amount</b>	\$13,697,163.20

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0370	105-06807	LS	1.000	\$1,672.100	\$1,672.10
ADDITIONAL					
Reason: Limestone work for Joint Caulking.					
1 item					Total: \$1,672.10

Attachments

Document	Name	Description	Submission Date
Milestone_INDOT_CO_CAULKING_Price.pdf	Milestone INDOT CO CAULKING Price.pdf	Milestone price for the Lump Sum work of caulking the Limestone Block joints where needed with subcontractor Rock Solid.	09/20/2024 11:36 AM EDT
Rock_Solid_Hopewell_Caulking_Bid_101.pdf	Rock Solid Hopewell Caulking Bid_101.pdf	Lump Sum Pricing from Rock Solid to Milestone for the caulking of Joints adjacent to the Limestone Block work and match points with Concrete work.	09/20/2024 11:35 AM EDT
2 attachments			



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

\_\_\_\_\_

Engineer

\_\_\_\_\_

Contractor

\_\_\_\_\_

Board of Public Works

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Date

\_\_\_\_\_

Date



Milestone Contractors, L.P.  
4755 West Arlington Rd.  
Bloomington, IN 47404  
Phone: (812) 330-2037  
Fax: (812) 330-2118

## PCO Pricing Sheet

Date: August 13, 2024

[www.milestonelp.com](http://www.milestonelp.com)

Pages: 1

To: CITY OF BLOOMINGTON  
Attn: ROY ATEN

Project: HOPEWELL PHASE 1 EAST

Description: LIMESTONE CAULKING

Est. No.

Ref: CAULKING

Qty: 1.00 LS

**Labor:**

Total Labor Cost from Estimate Sheet:

Labor Subtotal

**Equipment:**

Total Equipment Cost from Estimate Sheet:

Equipment Subtotal

**Material:**

Total Material Cost from Estimate Sheet:

Material Subtotal

**Trucking**

Total Trucking cost from Attached Sheets:

Trucking

Trucking Subtotal

**Subcontractor**

Total Trucking cost from Attached Sheets:

Subcontractor Subtotal \$ 1,579.50

Subtotal \$ 1,579.50

Bond (.75% rate) 10% \$ 13.62

Labor Markup 10% \$ -

Equipment Markup 10% \$ -

Material Markup 10% \$ -

Trucking Markup 5% \$ -

Subcontract Markup 5% \$ 78.98

**Total \$ 1,672.10**

**Unit Price \$ 1,672.10**

ANY ITEM NOT SPECIFICALLY STATED ABOVE SHALL BE CONSIDERED NOT INCLUDED IN OUR PROPOSAL.

PLEASE CALL FOR CLARIFICATIONS OR IF ADDITIONAL PRICING IS REQUESTED.

Signature represents acceptance of this Proposal.

Signed:

Date: August 13, 2024

Terms: Upon Receipt

Submitted By:

THOMAS GOTT

Approved By:

Printed:

Date

Date

# Rock Solid Masonry LLC

5069 S Production Dr  
Bloomington, IN 47403  
USA

Phone: (812) 824-9237  
Fax: (812) 824-6616

<b>To:</b> Milestone	<b>Contact:</b> Tom Gott
<b>Address:</b> 4755 W Arlington Road Bloomington, IN 47404	<b>Phone:</b> 317-912-1565
	<b>Fax:</b>
<b>Project Name:</b> Hopewell Caulking	<b>Bid Number:</b>
<b>Project Location:</b>	<b>Bid Date:</b>

## SCOPE OF WORK

To caulk stone joints per visit with Tom Gott at site

## GENERAL EXCLUSIONS

Excludes, unless noted otherwise, all other work including but not limited to: all CIP concrete and concrete reinforcement, winter and/or weather protection, any type of weatherproofing or dampproofing, furnishing of steel lintels by others, restoration of hardscapes and/or landscapes due to masonry scope of work, traffic control and/or right of way permits, any allowances, permits and/or right of entry/easements, engineering, design, Layout, or remobilizing due to delays beyond our control.

All material is guaranteed to be as specified above. All work is to be completed in a substantial workmanlike manner according to the specifications submitted per standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, and/or delays beyond our control.

Item Description	Total Price
------------------	-------------

### 02 Exterior

Exterior Stone

\$1,579.50

**Total Price for above 02 Exterior Items:** **\$1,579.50**

**Total Bid Price:** **\$1,579.50**

### ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

**Buyer:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date of Acceptance:** \_\_\_\_\_

### CONFIRMED:

**Rock Solid Masonry LLC**

**Authorized Signature:** \_\_\_\_\_

**Estimator:** David Jones

8128249238 david@rocksolidmasons.com



# City of Bloomington, Indiana

## Change Order Details

### Hopewell Phase I East Infrastructure

Description	Construction of infrastructure for Hopewell Phase I East Site.
Prime Contractor	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
Change Order	30
Status	Pending
Date Created	09/05/2024
Type	Scope Changes
Summary	Provide asphalt patching for CBU trench cuts on Rogers St.
Change Order Description	<p>This Change Order is being created to account for an increase in the quantities for the 3 asphalt items in the Hopewell Phase 1, East Contract:</p> <p>Item 32 - Hot Mix Asphalt, 2, 64, Surface, 9.5 mm: at \$165.00 / Ton for a 21.0 Ton Increase = \$3,465.00 Cost Increase.</p> <p>Item 33 - Hot Mix Asphalt, 2, 64, Intermed., 19.5 mm: at \$115.00 / Ton for a 42.0 Ton Increase = \$4,830.00 Cost Increase.</p> <p>Item 34 - Hot Mix Asphalt, 3, 64, Base, 25.0 mm: at \$115.00 / Ton for a 55.0 Ton Increase = \$6,325.00 Cost Increase.</p> <p>The work associated with this change order is limited to the trench patching of trenches that were cut for the installation of new underground infrastructure by CBU on Rogers St., and parameters agreed to by City Engineering for the following installations and related work: new CBU water mains.</p> <p>The net total cost increase to the contract resulting from this Change Order is \$14,620.00.</p> <p>This Change Order will add 3 days to the contract time.</p>
Awarded Project Amount	\$13,373,284.90
Authorized Project Amount	\$13,695,491.10
Change Order Amount	\$14,620.00
Revised Project Amount	\$13,710,111.10

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0032	SP	TON	\$165.000	693.000	\$114,345.00	21.000	\$3,465.00	714.000	\$117,810.00
HOT MIX ASPHALT, 2, 64, SURFACE, 9.5MM									
Reason: Trench patching on Rogers St.									
0033	SP	TON	\$115.000	601.000	\$69,115.00	42.000	\$4,830.00	643.000	\$73,945.00
HOT MIX ASPHALT, 2, 64, INTERMEDIATE, 19MM									
Reason: Trench patching on Rogers St.									
0034	SP	TON	\$115.000	903.000	\$103,845.00	55.000	\$6,325.00	958.000	\$110,170.00
HOT MIX ASPHALT, 3, 64, BASE, 25MM									
Reason: Trench patching on Rogers St.									
3 items			Totals		\$287,305.00		\$14,620.00		\$301,925.00



Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Completion Date	10/31/2024	11/04/2024	3.0 Days	11/07/2024
Substantial Completion Date				
Reason: Extra Work for CBU on Rogers St.				
1 time limit				

Attachments

Document	Name	Description	Submission Date
8-27-24_Rogers_St_Trench_Patching_-_Engineering_and_CBU.jpg	8-27-24 Rogers St Trench Patching - Engineering and CBU.jpg	Pic of field sketch and patching dimensions.	09/17/2024 12:31 AM EDT
9-18-24_Hopewell_Rogers_Trench_Patching_B2-jh.pdf	9-18-24 Hopewell Rogers Trench Patching B2-jh.pdf	Slight adjustment to quantities and cost from 9-3-24 calculations by way of minimal quantity rounding.	09/20/2024 10:51 AM EDT
9-18-24_Hopewell_Rogers_Trench_Patching_B2-jh.xlsx	9-18-24 Hopewell Rogers Trench Patching B2-jh.xlsx	Slight adjustment to quantities and cost from 9-3-24 calculations by way of minimal quantity rounding.	09/20/2024 10:51 AM EDT
9-3-24_Hopewell_Rogers_Trench_Patching_B-jh.pdf	9-3-24 Hopewell Rogers Trench Patching B-jh.pdf	9-3-24 Estimate of quantities and cost based on the measured areas in the field.	09/17/2024 12:29 AM EDT
4 attachments			

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

\_\_\_\_\_

Engineer

\_\_\_\_\_

Contractor

\_\_\_\_\_

Board of Public Works

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Date

\_\_\_\_\_

Date

**TRENCH REPAIR ON ROGERS ST. WITHIN THE HOPEWELL PROJECT AREA FOR BLOOMINGTON ENGINEERING:**

\*Existing pavement thickness in Rogers St. is 12 inches or greater. Given the future plans by the City to have Rogers St. reconstructed in the near future, REA believed this pavement patch repair could be reduced in an effort to reduce cost. The Pavement section on Madison within the Hopewell East Project is 6 inches of asphalt (1.5 inches surface, 2 inches intermediate & 3 inches of Base), on 9 inches of stone base (No. 53).

\*Given the higher volume of traffic the Rogers St. experiences as a primary North-South thoroughfare, and that the pipe trenches have already been backfilled with compacted stone fill (No. 11 & No. 8 Stone) we are recommending an asphalt section as follows:

MEASURED AREA		ROUNDED AREA					
2052.50 Sq. Ft.		2100.00 Sq. Ft.					
228.06 Sq. Yds.		230.00 Sq. Yds.					
Material	Thickness	Application Rate	MATERIAL QUANTITY		UNIT PRICE	COST	
			(LBS)	(TONS)	(\$ / TON)	(Estimated)	
9.5 mm Surface, Type B.	1.5 inches	165 LBS / SYD	37950.0	18.975	\$ 165.00	\$ 3,130.88	
19.0 mm Intermediate, Type B.	3.0 inches	330 LBS / SYD	75900.0	37.95	\$ 115.00	\$ 4,364.25	
25.0 mm Base, Type B.	4.0 inches	440 LBS / SYD	101200.0	50.6	\$ 115.00	\$ 5,819.00	
						\$ 13,314.13	

Material	MATERIAL QUANTITY <i>ROUNDED</i>	UNIT PRICE (\$ / TON)	COST (Estimated)
9.5 mm Surface, Type B.	TONS 20.00	\$ 165.00	\$ 3,300.00
19.0 mm Intermediate, Type B.	40.00	\$ 115.00	\$ 4,600.00
25.0 mm Base, Type B.	52.00	\$ 115.00	\$ 5,980.00
			\$ 13,880.00

**CBU TRENCH REPAIR ON ROGERS ST. FOR BLOOMINGTON UTILITIES, OUTSIDE OF THE HOPEWELL PROJECT LIMIT**

\*Existing pavement thickness in Rogers St. is 12 inches or greater. Given the future plans by the City to have Rogers St. reconstructed in the near future, REA believed this pavement patch repair could be reduced in an effort to reduce cost. The Pavement section on Madison within the Hopewell East Project is 6 inches of asphalt (1.5 inches surface, 2 inches intermediate & 3 inches of Base), on 9 inches of stone base (No. 53).

\*Given the higher volume of traffic the Rogers St. experiences as a primary North-South thoroughfare, and that the pipe trenches have already been backfilled with compacted stone fill (No. 11 & No. 8 Stone) we are recommending an asphalt section as follows:

MEASURED AREA		ROUNDED AREA					
2161.26 Sq. Ft.		2200.00 Sq. Ft.					
240.14 Sq. Yds.		245.00 Sq. Yds.					
Material	Thickness	Application Rate	MATERIAL QUANTITY		UNIT PRICE	COST	
			(LBS)	(TONS)	(\$ / TON)	(Estimated)	
9.5 mm Surface, Type B.	1.5 inches	165 LBS / SYD	40425.0	20.2125	\$ 165.00	\$	3,335.06
19.0 mm Intermediate, Type B.	3.0 inches	330 LBS / SYD	80850.0	40.425	\$ 115.00	\$	4,648.88
25.0 mm Base, Type B.	4.0 inches	440 LBS / SYD	107800.0	53.9	\$ 115.00	\$	6,198.50
							\$ 14,182.44
Material			MATERIAL QUANTITY		UNIT PRICE	COST	
			ROUNDED		(\$ / TON)	(Estimated)	
9.5 mm Surface, Type B.			TONS		\$ 165.00	\$	3,465.00
19.0 mm Intermediate, Type B.			42.00		\$ 115.00	\$	4,830.00
25.0 mm Base, Type B.			55.00		\$ 115.00	\$	6,325.00
							\$ 14,620.00

**TS:**

## **TRENCH REPAIR ON ROGERS ST. WITHIN THE HOPEWELL PROJECT AREA FOR BLOOMINGTON ENGINEERING:**

\*Existing pavement thickness in Rogers St. is 12 inches or greater. Given the future plans by the City to have Rogers St. reconstructed in the near future, REA believed this pavement patch repair could be reduced in an effort to reduce cost. The Pavement section on Madison within the Hopewell East Project is 6 inches of asphalt (1.5 inches surface, 2 inches intermediate & 3 inches of Base), on 9 inches of stone base (No. 53).

\*Given the higher volume of traffic the Rogers St. experiences as a primary North-South thoroughfare, and that the pipe trenches have already been backfilled with compacted stone fill (No. 11 & No. 8 Stone) we are recommending an asphalt section as follows:

<u>MEASURED AREA</u>		<u>ROUNDED AREA</u>					
2052.50 Sq. Ft.		2100.00 Sq. Ft.					
228.06 Sq. Yds.		230.00 Sq. Yds.					
Material	Thickness	Application Rate		<u>MATERIAL QUANTITY</u>		<u>UNIT PRICE</u>	<u>COST</u>
				(LBS)	(TONS)	(\$ / TON)	(Estimated)
9.5 mm Surface, Type B.	1.5 inches	165 LBS / SYD		37950.0	18.975	\$ 165.00	\$ 3,130.88
19.0 mm Intermediate, Type B.	3.0 inches	330 LBS / SYD		75900.0	37.95	\$ 115.00	\$ 4,364.25
25.0 mm Base, Type B.	4.0 inches	440 LBS / SYD		101200.0	50.6	\$ 115.00	\$ 5,819.00
							\$ 13,314.13

Material	<u>MATERIAL QUANTITY</u>		<u>UNIT PRICE</u>	<u>COST</u>
	<u>ROUNDED</u>		(\$ / TON)	(Estimated)
	TONS			
9.5 mm Surface, Type B.	20.00		\$ 165.00	\$ 3,300.00
19.0 mm Intermediate, Type B.	40.00		\$ 115.00	\$ 4,600.00
25.0 mm Base, Type B.	52.00		\$ 115.00	\$ 5,980.00



\$ 13,880.00

---

**CBU TRENCH REPAIR ON ROGERS ST. FOR BLOOMINGTON UTILITIES, OUTSIDE OF THE HOPEWELL PROJECT LIMITS:**

---

\*Existing pavement thickness in Rogers St. is 12 inches or greater. Given the future plans by the City to have Rogers St. reconstructed in the near future, REA believed this pavement patch repair could be reduced in an effort to reduce cost. The Pavement section on Madison within the Hopewell East Project is 6 inches of asphalt (1.5 inches surface, 2 inches intermediate & 3 inches of Base), on 9 inches of stone base (No. 53).

\*Given the higher volume of traffic the Rogers St. experiences as a primary North-South thoroughfare, and that the pipe trenches have already been backfilled with compacted stone fill (No. 11 & No. 8 Stone) we are recommending an asphalt section as follows:

MEASURED AREA		ROUNDED AREA					
2161.26 Sq. Ft.		2200.00 Sq. Ft.					
240.14 Sq. Yds.		245.00 Sq. Yds.					
Material	Thickness	Application Rate	MATERIAL QUANTITY		UNIT PRICE	COST	
			(LBS)	(TONS)	(\$ / TON)	(Estimated)	
9.5 mm Surface, Type B.	1.5 inches	165 LBS / SYD	40425.0	20.2125	\$ 165.00	\$	3,335.06
19.0 mm Intermediate, Type B.	3.0 inches	330 LBS / SYD	80850.0	40.425	\$ 115.00	\$	4,648.88
25.0 mm Base, Type B.	4.0 inches	440 LBS / SYD	107800.0	53.9	\$ 115.00	\$	6,198.50
						\$	14,182.44
Material			MATERIAL QUANTITY		UNIT PRICE	COST	
			ROUNDED		(\$ / TON)	(Estimated)	
9.5 mm Surface, Type B.			TONS 21.00		\$ 165.00	\$	3,465.00
19.0 mm Intermediate, Type B.			42.00		\$ 115.00	\$	4,830.00
25.0 mm Base, Type B.			55.00		\$ 115.00	\$	6,325.00
						\$	14,620.00

$$\textcircled{B} \quad (25.0 \text{ ft}) \cdot (5.5 \text{ ft})$$
$$= 137.5 \text{ ft}^2$$



# City of Bloomington, Indiana

## Change Order Details

### Hopewell Phase I East Infrastructure

---

<b>Description</b>	Construction of infrastructure for Hopewell Phase I East Site.
<b>Prime Contractor</b>	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
<b>Change Order</b>	31
<b>Status</b>	Pending
<b>Date Created</b>	09/27/2024
<b>Type</b>	Scope Changes
<b>Summary</b>	Pickle Ball Courts Site Work
<b>Change Order Description</b>	<p>Addition of site work for the future installation of Pickle Ball Courts, including grading, installation of an HMA pad, and segments of sidewalk. Future Pickle Ball courts and nets will be installed by the City Parks Department.</p> <p>The contractor shall be responsible for earthwork/grading, placement of aggregate, and construction of concrete and asphalt pavements as indicated. Contractor pricing shall be in accordance with project unit pricing.</p> <p>Three days will be added to the contract time.</p>
<b>Awarded Project Amount</b>	\$13,373,284.90
<b>Authorized Project Amount</b>	\$13,695,491.10
<b>Change Order Amount</b>	\$22,423.30
<b>Revised Project Amount</b>	\$13,717,914.40

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0025	203-02000	CYS	\$46.000	13,777.230	\$633,752.58	148.000	\$6,808.00	13,925.230	\$640,560.58
EXCAVATION, COMMON									
Reason: Temporary Pickle Ball Courts being added to Hopewell Construction.									
0031	SP	TON	\$90.000	2,112.840	\$190,155.60	101.870	\$9,168.30	2,214.710	\$199,323.90
COMPACTED AGGREGATE NO. 53									
Reason: Temporary Pickle Ball Courts being added to Hopewell Construction.									
0033	SP	TON	\$115.000	601.000	\$69,115.00	49.800	\$5,727.00	650.800	\$74,842.00
HOT MIX ASPHALT, 2, 64, INTERMEDIATE, 19MM									
Reason: Temporary Pickle Ball Courts being added to Hopewell Construction.									
0121	SP	SFT	\$8.000	12,683.000	\$101,464.00	90.000	\$720.00	12,773.000	\$102,184.00
SIDEWALK, CONCRETE, MODIFIED									
Reason: Temporary Pickle Ball Courts being added to Hopewell Construction.									
4 items			Totals		\$994,487.18		\$22,423.30		\$1,016,910.48

## Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Completion Date	10/31/2024	11/04/2024	3.0 Days	11/07/2024
Substantial Completion Date				
<b>Reason:</b> Extra work for Temporary Pickle Ball Courts.				
1 time limit				

## New Time Limits

Type	Pending Deadline	Pending Cost per Day
Calendar Days	3.0 Calendar Days	\$0.00
Additional Time in Days is being requested by Milestone for the extra work that has been proposed and accepted by City Parks for the installation of Temporary Pickle Ball Courts in the future developmental lots.		
1 time limit		

## Attachments

Document	Name	Description	Submission Date
9-25-24_email_Gott_to_Penland_for_Pickle_Ball_Court_pricing.pdf	9-25-24 email Gott to Penland for Pickle Ball Court pricing.pdf	Email from Tom Gott of Milestone to Cecil Penland of REA with the attached Change Order form for quantity increases and estimated cost.	09/27/2024 02:23 PM EDT
9-25-24_Milestone_Change_Order_Form-Temp_Pickleball_Cts.xls	9-25-24 Milestone Change Order Form- Temp Pickleball Cts.xls	The attached Change Order form from Milestone that was issued in the 9-25-24 email to REA / City of Bloomington.	09/27/2024 02:24 PM
3 attachments			



Document	Name	Description	Submission Date
			EDT
FO_41-_Temporary_Pickleball_Courts_2024-09-19.pdf	FO 41- Temporary Pickleball Courts_2024-09-19.pdf	Field Order 41 for the addition of Temporary Pickle Ball courts and the request for pricing and defined work.	09/27/2024 01:29 PM EDT
3 attachments			

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

\_\_\_\_\_

Engineer

\_\_\_\_\_

Contractor

\_\_\_\_\_

Board of Public Works

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Date

\_\_\_\_\_

Date

RUNDELL ERNSTBERGER ASSOCIATES

Field Order No. 41

Date of Issuance:	September 19, 2024	Owner:	City of Bloomington
Project Name:	Hopewell Phase 1 East	Contractor:	Milestone Contractors LP
Project Location:	Bloomington, IN	Project Engineer:	Cecil Penland
Project No:	REA # 1671		

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 10.00, for minor changes or alterations in the Work without changes in Contract Price or Contract Time. If Contractor considers that a change in Contract Price or Contract Time is required, submit a request for Change Order in accordance with General Conditions Paragraph 11.00, before proceeding with this Work.

Reference:	<u>N/A</u>	<u>LA102, LA202</u>
	Specification(s)	Drawing(s) / Detail(s)



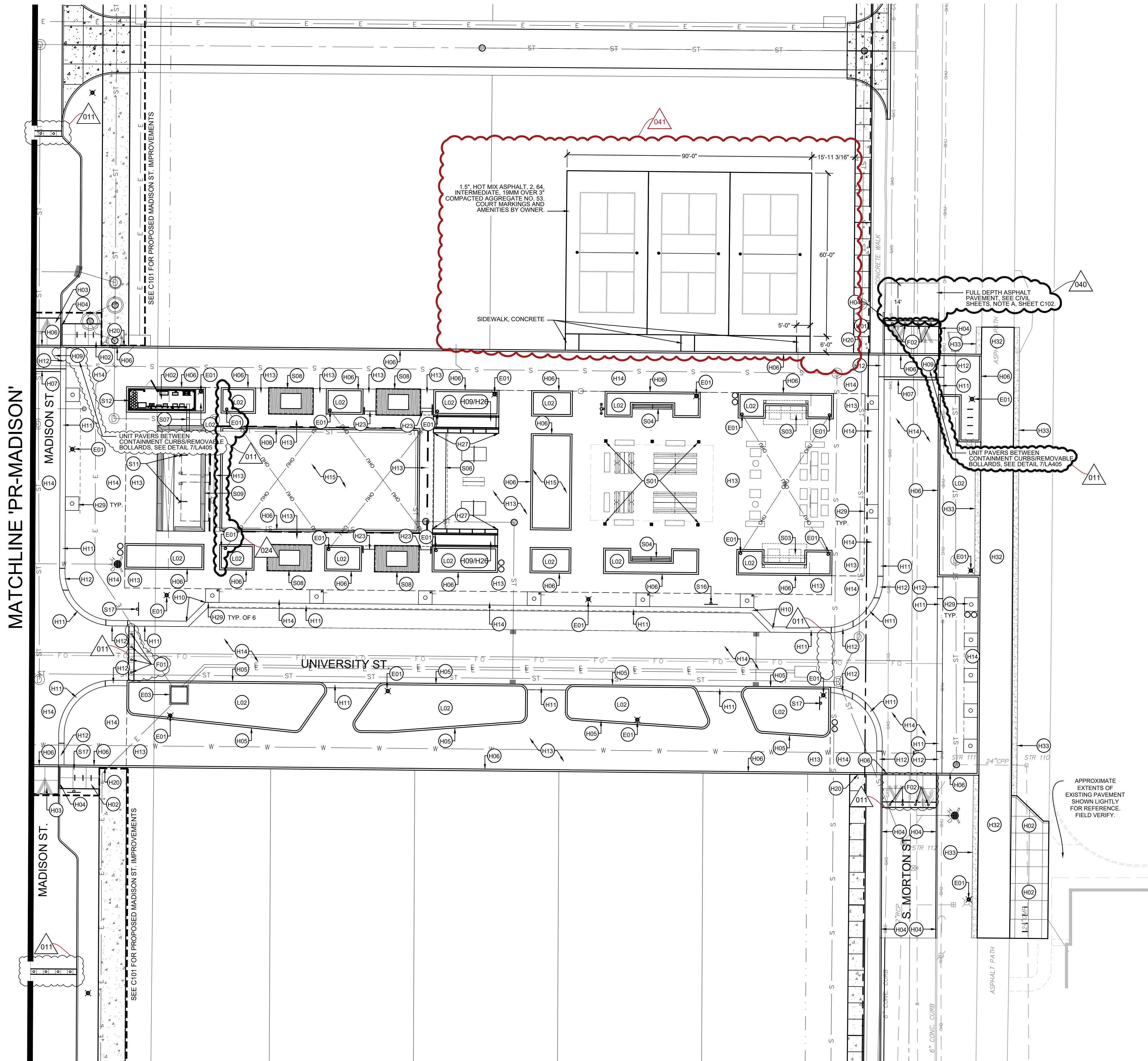
**Description:** The City of Bloomington is considering the construction of temporary pickleball courts to be sited on portions of future development lots 6 and 7C. Provide pricing for construction of the pickleball courts as indicated in the attached, revised sheets. Please note the City will place temporary court surfaces over the asphalt and will provide pickleball amenities such as temporary nets and posts. The contractor shall be responsible for earthwork/grading, placement of aggregate, and construction of concrete and asphalt pavements as indicated. Contractor pricing shall be in accordance with project unit pricing.

**Attachments:** LA102 - Site Layout Plan, LA202 - Site Grading Plan

ISSUED:	RECEIVED:
By: <u>Cecil A. Penland III</u>	By: _____
Engineer (Authorized Signature)	Contractor (Authorized Signature)
Title: <b>Landscape Architect</b>	Title:
Date: <b>September 19, 2024</b>	Date:
CC: Roy Aten, City of Bloomington Andrew Cibor, City of Bloomingtons	



11/10/2024 09:58 AM, Civil Engineer



### LAYOUT KEYNOTES

ITEM	DESCRIPTION	DETAIL REFERENCE
F01	FOOTING, REMOVABLE BOLLARD	2/LA405
F02	BOLLARD CONCRETE PAVEMENT	6/LA403
H01	CONCRETE PAVEMENT, 4"	2/LA401
H02	CONCRETE PAVEMENT, 6"	4/LA401
H03	CONCRETE PAVEMENT, 8"	1/LA403
H04	CURB, CONCRETE	SEE CIVIL PLANS
H05	CURB, CONCRETE, MODIFIED	7/LA401
H06	CONCRETE CONTAINMENT CURB, 8"	3/LA401
H07	CONCRETE CONTAINMENT CURB, 12"	14/LA401
H08	CONCRETE CONTAINMENT CURB, 24"	1/LA403
H09	UNIT PAVERS, TYPE 1	5/LA401
H10	UNIT PAVERS, TYPE 2	16/LA401
H11	UNIT PAVERS, TYPE 3 (DIRECTIONAL PAVERS)	15, & 17/LA401
H12	DETECTABLE WARNING SURFACE (DWS)	16, & 18/LA401
H13	PERMEABLE PAVERS, TYPE 1	6/LA401
H14	PERMEABLE PAVERS, TYPE 2 (VEHICULAR)	6/LA401
H15	ARTIFICIAL TURF - STANDARD	12/LA401
H16	ARTIFICIAL TURF - FALL RATED	13/LA401
H17	METAL EDGE RESTRAINT, TYPE 1	9/LA401
H18	METAL EDGE RESTRAINT, TYPE 2	10/LA401
H19	METAL EDGE RESTRAINT, TYPE 3	11/LA401
H20	PERMEABLE PAVEMENT CONCRETE PAVEMENT INTERFACE	8/LA401
H21	CONCRETE RETAINING WALL	SEE CIVIL PLANS
H22	LIMESTONE BLOCK	LA413 & LA414
H23	CONCRETE STEPS @ EVENT LAWN	3/LA403
H24	CONCRETE STEPS @ CENTERSTONE	2/LA404
H25	CONCRETE RAMP	1/LA404
H26	UNIT PAVEMENT RAMP	3/LA404
H27	LIMESTONE BLOCK WALL	SEE SHEET LA402
H28	PAVER GRATE, TYPE 1	SEE SHEET LA402
H29	PAVER GRATE, TYPE 2	SEE SHEET LA402
H30	ACCESSIBLE CURB RAMP	SEE CIVIL PLANS
H31	CONCRETE AT BUILDING THRESHOLD	4/LA403
H32	ASPHALT PAVEMENT, TRAIL	5/LA403
H33	STONE SHOULDER	5/LA403
L01	TURF LAWN	SEE LANDSCAPE PLANS
L02	PLANTING AREA	SEE LANDSCAPE PLANS
L03	PLANTING AREA, STORMWATER	SEE LANDSCAPE PLANS
S01	PAVILION (ALTERNATE #1)	1/LA410
S02	PEDESTRIAN BRIDGE	LA409
S03	URBAN PORCH SWING	4/LA410
S04	BENCH, TYPE 1	5/LA407
S05	BENCH, TYPE 2	5/LA407
S06	BENCH, TYPE 3	1/LA407
S07	UTILITY ACCESS TRENCH	1/LA411
S08	PLATFORM BENCH, TYPE 1 (STAGE)	1/LA408
S09	PLATFORM BENCH, TYPE 2 (STAGE)	LA406
S10	NOT USED	
S11	UMBRELLA ANCHOR @ PLATFORM	6/LA406
S12	UTILITY SCREEN WALL	2/LA411
S13	RELOCATED CENTERSTONE SIGN	SEE ELECTRICAL PLANS
S14	LOG SCRAMBLE	SEE SPECIFICATION
S15	UTILITY ACCESS HATCH	2/LA403
S16	RESERVED (ADA) PARKING SIGN	SEE CIVIL PLANS
S17	REGULATORY SIGN	SEE CIVIL PLANS
E01	SITE LIGHTING	SEE ELECTRICAL PLANS
E02	ELECTRICAL PANEL	SEE ELECTRICAL PLANS
E03	TRANSFORMER ON CONCRETE PAD	SEE ELECTRICAL PLANS

### LAYOUT GENERAL NOTES

- SITE LAYOUT DATE, INCLUDING COORDINATE POINTS, IS BASED ON A SURVEY PERFORMED BY OTHERS. 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.
- IF GIVEN, 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.
- ALL CONSTRUCTION LAYOUT STAKING IS TO BE PERFORMED BY A LAND SURVEYOR OR PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF INDIANA. LAYOUT DATA WILL BE MADE AVAILABLE TO THE CONTRACTOR IN A DIGITAL FORMAT FOR USE IN LAYOUT STAKING BY A LAND SURVEYOR OR PROFESSIONAL ENGINEER.
- 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 IN ORDER TO MAINTAIN THE INTEGRITY OF HORIZONTAL AND VERTICAL CONTROL FOR THE SITE.
- AS SOME OF THE HORIZONTAL CONTROL POINTS SHOWN ON THIS SURVEY AS EXISTING 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.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE RESULTING FROM DEMOLITION OR CONSTRUCTION ACTIVITY TO EXISTING SITE ELEMENTS THAT ARE TO REMAIN. FAILURE TO REPORT OR DOCUMENT ANY DAMAGE PRIOR TO CONSTRUCTION NEAR CONSTRUCTION ACTIVITIES WILL RESULT IN REPAIRS BY THE CONTRACTOR AT NO COST TO THE OWNER.
- THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL SUBMIT HORIZONTAL AND VERTICAL JOINING PLAN TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO CONSTRUCTION.
- REFER TO SHEET LA113 - LA114 FOR FURNISHINGS PLAN.
- REFER TO SHEET LA504 - LA505 FOR SOILS PLAN.
- REFER TO LA103 THRU LA112 FOR PAVEMENT LAYOUT, PATTERN, AND FINISH. EXTENTS OF STANDARD VS VEHICULAR PAVERS ARE SHOWN ON PLAN SCHEMATICALLY. TRANSITION SHALL OCCUR AT WHOLE PAVERS.
- SEE SPECIFICATIONS FOR ALTERNATES 1 AND 2

REVISIONS		DESCRIPTION	
NO.	DATE	DESCRIPTION	NO.
01	11/03/23	FIELD ORDER 11	
02	03/12/24	FIELD ORDER 24	

CLIENT:

**CITY OF BLOOMINGTON**

Bloomington, IN 47403

DESIGN TEAM:

**shrewsberry**

**REA**

ARCHITECTURAL  
CIVIL ENGINEERING  
PLANNING  
LAND SURVEYING

BYNUM PAVO & ASSOCIATES, INC.  
520 North Walnut Street  
Bloomington, Indiana 47404 (317) 332-8000

CERTIFIED BY:

**CECIL A. PENLAND II**

REGISTERED  
No. 21200004  
STATE OF INDIANA  
LANDSCAPE ARCHITECT

*Cecil A. Penland III*

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**BLOOMINGTON HOSPITAL RE-USE  
INFRASTRUCTURE & SITE ENGINEERING  
PHASE 1 EAST**

CITY OF BLOOMINGTON  
BLOOMINGTON, INDIANA 47403

DATE: 06/28/2023 PROJECT NO: 2021-1623

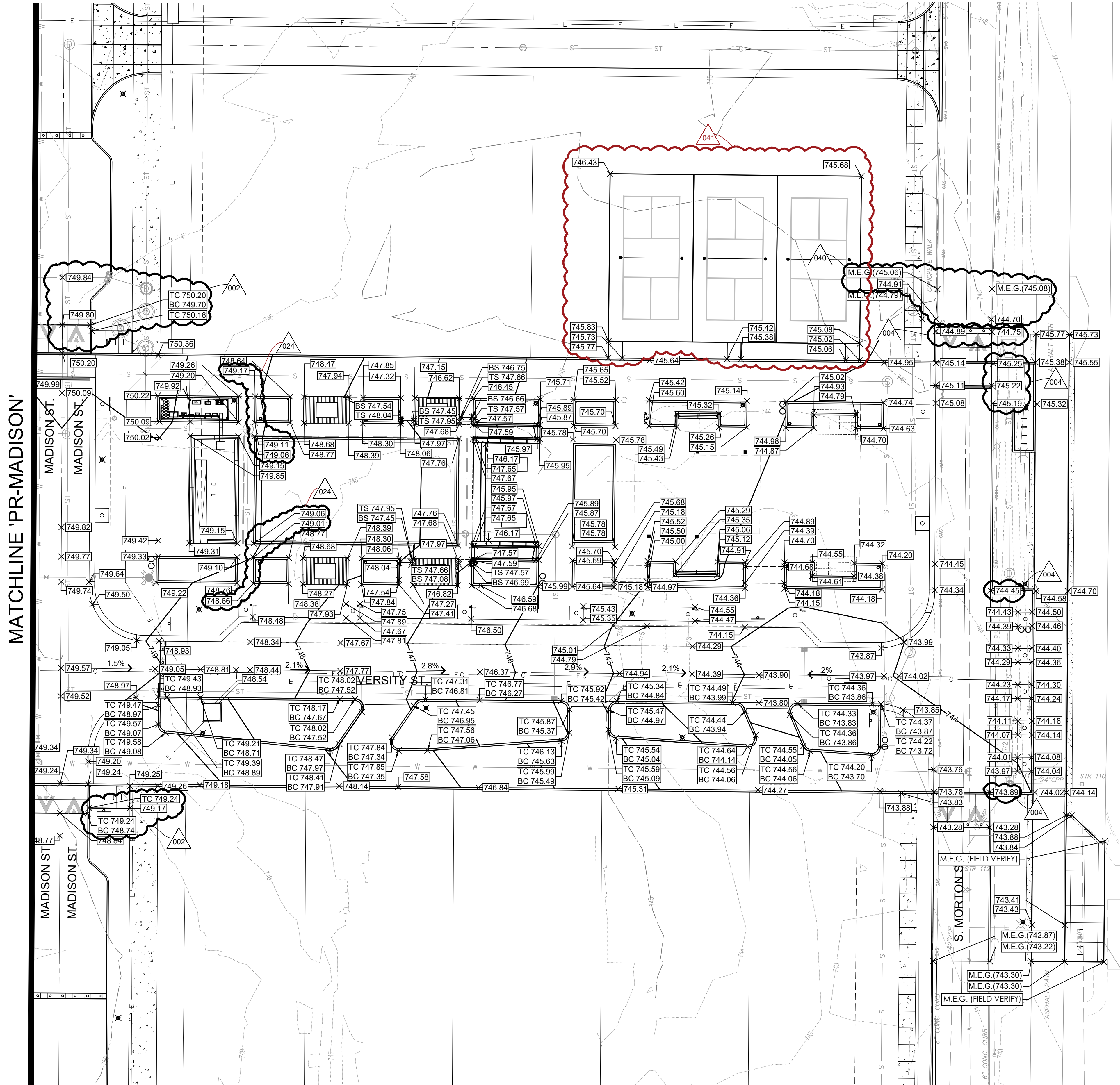
DRAWN BY: PS, KK CHECKED BY: CP

DRAWING STATUS: CONSTRUCTION ISSUE SET

SHEET TITLE: SITE LAYOUT PLAN

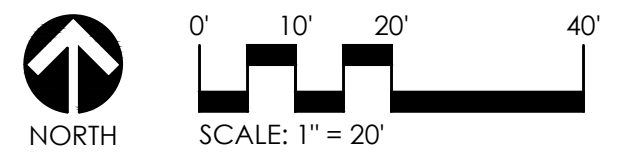
SHEET NO: LA102





GRADING LEGEND			
	EXISTING CONTOUR LINE		
	EXISTING SPOT ELEVATION		
	VERIFY EXISTING SPOT ELEVATION		
	PROPOSED SPOT ELEVATION (FINISH)		
	PROPOSED SLOPE		
	PROPOSED TOP OF CURB ELEVATION		
	PROPOSED BOTTOM OF CURB ELEVATION		
	PROPOSED TOP OF WALL ELEVATION		
	PROPOSED BOTTOM OF WALL ELEVATION		
	PROPOSED TOP OF FRAME ELEVATION		
	PROPOSED TOP OF STEP ELEVATION		
	PROPOSED BOTTOM OF STEP ELEVATION		
	PROPOSED TOP OF RAMP		
	PROPOSED BOTTOM OF RAMP		
	PROPOSED FLOW LINE ELEVATION		
	PROPOSED HIGH POINT ELEVATION		
	PROPOSED LOW POINT ELEVATION		
	MEET EXISTING GRADE		
	PROPOSED CONTOUR AND GRADE		

- GRADING GENERAL NOTES**
- SITE LAYOUT DATE, INCLUDING COORDINATE POINTS, IS BASED ON A SURVEY PERFORMED BY BYNUM, FANYO, AND ASSOCIATES. REPORT ANY DISCREPANCIES BETWEEN THE PLANS AND FIELD CONDITIONS TO THE OWNER AND LANDSCAPE ARCHITECT IMMEDIATELY. RUNDLE ERNSTBERGER ASSOCIATES, INC. IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY INFORMATION.
  - THE CONTRACTOR SHALL REPORT IMMEDIATELY TO THE LANDSCAPE ARCHITECT ANY DISCREPANCIES BETWEEN THE EXISTING GRADES SHOWN ON THESE PLANS AND ACTUAL FIELD CONDITIONS.
  - UNLESS NOTED OTHERWISE, PROPOSED SPOT ELEVATIONS REPRESENT FINISH GRADE OF PAVEMENTS AND GROUND, IN LAWN OR PLANT BED AREAS, PROPOSED ELEVATIONS INDICATE REQUIRED ELEVATIONS AFTER SETTLING OF SOIL.
  - THE CONTRACTOR SHALL REFER TO EARTHWORK SPECIFICATIONS AND THIS SHEET FOR SUBGRADE REQUIREMENT WORK TO ACCOMMODATE AND COORDINATE TOPSOILING AND LANDSCAPE WORK.
  - CONFINE WORK WITHIN THE LIMITS SHOWN ON THESE PLANS.
  - UNLESS NOTED OTHERWISE, ALL EXISTING STORM AND SANITARY SEWER CASTINGS TO REMAIN SHALL BE ADJUSTED TO GRADE.
  - REFER TO UTILITY PLAN FOR CASTINGS AND PIPING.



REVISIONS			
NO.	DATE	DESCRIPTION	
001	08/07/23	FIELD ORDER 2	
002	09/11/23	FIELD ORDER 4	

CLIENT:

**CITY OF BLOOMINGTON**  
Bloomington, IN 47403

DESIGN TEAM:

**shrewsberry REA**  
ARCHITECTURAL  
CIVIL ENGINEERING  
PLANNING  
LAND SURVEYING

**BEE**  
BYNUM, FANYO & ASSOCIATES, INC.  
520 North Walnut Street  
Bloomington, Indiana 47404 (812) 332-8000

CERTIFIED BY:

*Cecil A. Penland II*

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**BLOOMINGTON HOSPITAL RE-USE  
INFRASTRUCTURE & SITE ENGINEERING  
PHASE 1 EAST**

CITY OF BLOOMINGTON  
BLOOMINGTON, INDIANA 47403

DATE: 06/28/2023	PROJECT NO.: 2021-1623
DRAWN BY: PS, KK	CHECKED BY: CP
DRAWING STATUS: <b>CONSTRUCTION ISSUE SET</b>	
SHEET TITLE: <b>SITE GRADING PLAN</b>	
SHEET NO.: <b>LA202</b>	



**From:** [Gott, Thomas](#)  
**To:** [Cecil Penland](#); [Judson Huber](#); [Patrick Dierkes](#)  
**Cc:** [Roy Aten](#); [Zac Rogers](#); [Foster, Brent](#); [Rood, Robert](#); [Tim Street](#)  
**Subject:** RE: HOPEWELL PHASE 1 EAST PICKLE BALL COURTS CO  
**Date:** Wednesday, September 25, 2024 9:00:02 AM  
**Attachments:** [image001.png](#)  
[Change Order Form.xls](#)

---

External (thomas.gott@milestonelp.com)

[Report This Email](#) [Protection by Teknabyte Consulting](#)

My apologies Cecil, see attached updated units.

thanks

---

**From:** Cecil Penland <[cpenland@reasite.com](mailto:cpenland@reasite.com)>  
**Sent:** Wednesday, September 25, 2024 8:56 AM  
**To:** Gott, Thomas <[Thomas.Gott@milestonelp.com](mailto:Thomas.Gott@milestonelp.com)>; Judson Huber <[jhuber@reasite.com](mailto:jhuber@reasite.com)>; Patrick Dierkes <[pdierkes@reasite.com](mailto:pdierkes@reasite.com)>  
**Cc:** Roy Aten <[atenro@bloomington.in.gov](mailto:atenro@bloomington.in.gov)>; Zac Rogers <[zac.rogers@bloomington.in.gov](mailto:zac.rogers@bloomington.in.gov)>; Foster, Brent <[bfoster@milestonelp.com](mailto:bfoster@milestonelp.com)>; Rood, Robert <[Robert.Rood@milestonelp.com](mailto:Robert.Rood@milestonelp.com)>; Tim Street <[tim.street@bloomington.in.gov](mailto:tim.street@bloomington.in.gov)>  
**Subject:** [EXT] RE: HOPEWELL PHASE 1 EAST PICKLE BALL COURTS CO

Thanks, Tom.

It appears you have the incorrect units in your spreadsheet for Common Excavation, Compacted 53's, and Concrete Sidewalk. Would you mind updating the spreadsheet and resending along with any other change order documentation? Once received, I will forward it along to Tim and Roy for final review. If they move forward, they will need to get Redevelopment Commission approval before doing so because of the scope of the change.

Thanks,

**CECIL PENLAND**, PLA, ASLA  
PARTNER / LANDSCAPE ARCHITECT

## **RUNDELL ERNSTBERGER ASSOCIATES**

URBAN DESIGN / PLANNING / LANDSCAPE ARCHITECTURE  
618 EAST MARKET STREET / INDIANAPOLIS, INDIANA 46202  
O 317.263.0127 / D 317.296.7580 / M 937.533.1730 / [REASITE.COM](http://REASITE.COM)

---

**From:** Gott, Thomas <[Thomas.Gott@milestonelp.com](mailto:Thomas.Gott@milestonelp.com)>  
**Sent:** Tuesday, September 24, 2024 1:16 PM  
**To:** Cecil Penland <[cpenland@reasite.com](mailto:cpenland@reasite.com)>; Judson Huber <[jhuber@reasite.com](mailto:jhuber@reasite.com)>; Patrick Dierkes <[pdierkes@reasite.com](mailto:pdierkes@reasite.com)>  
**Cc:** Roy Aten <[atenro@bloomington.in.gov](mailto:atenro@bloomington.in.gov)>; Zac Rogers <[zac.rogers@bloomington.in.gov](mailto:zac.rogers@bloomington.in.gov)>; Foster, Brent <[bfoster@milestonelp.com](mailto:bfoster@milestonelp.com)>; Rood, Robert <[Robert.Rood@milestonelp.com](mailto:Robert.Rood@milestonelp.com)>; Tim Street <[tim.street@bloomington.in.gov](mailto:tim.street@bloomington.in.gov)>  
**Subject:** Re: HOPEWELL PHASE 1 EAST PICKLE BALL COURTS CO



Stockpiling covers the stockpiling of the material on-site. Common covers the excavation

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---

**From:** Cecil Penland <[cpenland@reasite.com](mailto:cpenland@reasite.com)>

**Sent:** Tuesday, September 24, 2024 1:12:05 PM

**To:** Gott, Thomas <[Thomas.Gott@milestonelp.com](mailto:Thomas.Gott@milestonelp.com)>; Judson Huber <[jhuber@reasite.com](mailto:jhuber@reasite.com)>; Patrick Dierkes <[pdierkes@reasite.com](mailto:pdierkes@reasite.com)>

**Cc:** Roy Aten <[atenro@bloomington.in.gov](mailto:atenro@bloomington.in.gov)>; Zac Rogers <[zac.rogers@bloomington.in.gov](mailto:zac.rogers@bloomington.in.gov)>; Foster, Brent <[bfoster@milestonelp.com](mailto:bfoster@milestonelp.com)>; Rood, Robert <[Robert.Rood@milestonelp.com](mailto:Robert.Rood@milestonelp.com)>; Tim Street <[tim.street@bloomington.in.gov](mailto:tim.street@bloomington.in.gov)>

**Subject:** [EXT] RE: HOPEWELL PHASE 1 EAST PICKLE BALL COURTS CO

Thanks, Tom. I do have one additional question. Can you clarify what the line items for Excavation, Common vs. Stockpile are covering? I was assuming Excavation, Common was covering all earthwork.

**CECIL PENLAND**, PLA, ASLA  
PARTNER / LANDSCAPE ARCHITECT

## **RUNDELL ERNSTBERGER ASSOCIATES**

URBAN DESIGN / PLANNING / LANDSCAPE ARCHITECTURE  
618 EAST MARKET STREET / INDIANAPOLIS, INDIANA 46202  
O 317.263.0127 / D 317.296.7580 / M 937.533.1730 / [REASITE.COM](http://REASITE.COM)

---

**From:** Gott, Thomas <[Thomas.Gott@milestonelp.com](mailto:Thomas.Gott@milestonelp.com)>

**Sent:** Tuesday, September 24, 2024 12:02 PM

**To:** Cecil Penland <[cpenland@reasite.com](mailto:cpenland@reasite.com)>; Judson Huber <[jhuber@reasite.com](mailto:jhuber@reasite.com)>; Patrick Dierkes <[pdierkes@reasite.com](mailto:pdierkes@reasite.com)>

**Cc:** Roy Aten <[atenro@bloomington.in.gov](mailto:atenro@bloomington.in.gov)>; Zac Rogers <[zac.rogers@bloomington.in.gov](mailto:zac.rogers@bloomington.in.gov)>; Foster, Brent <[bfoster@milestonelp.com](mailto:bfoster@milestonelp.com)>; Rood, Robert <[Robert.Rood@milestonelp.com](mailto:Robert.Rood@milestonelp.com)>

**Subject:** RE: HOPEWELL PHASE 1 EAST PICKLE BALL COURTS CO

Cecil, see attached. I added stockpiling to this as well.

Let me know if you have any questions

thanks

---

**From:** Cecil Penland <[cpenland@reasite.com](mailto:cpenland@reasite.com)>

**Sent:** Tuesday, September 24, 2024 9:51 AM

**To:** Gott, Thomas <[Thomas.Gott@milestonelp.com](mailto:Thomas.Gott@milestonelp.com)>; Judson Huber <[jhuber@reasite.com](mailto:jhuber@reasite.com)>; Patrick Dierkes <[pdierkes@reasite.com](mailto:pdierkes@reasite.com)>

**Cc:** Roy Aten <[atenro@bloomington.in.gov](mailto:atenro@bloomington.in.gov)>; Zac Rogers <[zac.rogers@bloomington.in.gov](mailto:zac.rogers@bloomington.in.gov)>; Foster, Brent <[bfoster@milestonelp.com](mailto:bfoster@milestonelp.com)>; Rood, Robert <[Robert.Rood@milestonelp.com](mailto:Robert.Rood@milestonelp.com)>

**Subject:** [EXT] RE: HOPEWELL PHASE 1 EAST PICKLE BALL COURTS CO

Tom,

In reviewing the proposed change order for the pickleball courts, it appears some adjustments need to be made. We have double checked the numbers using your earthwork quantity, the project's established unit prices, and INDOT standard tolerances. Below is a summary of our calculations. Please review this and let us know your thoughts. If

this is agreeable, please update your pricing accordingly.

Temporary Pickleball Court Construction (REA Quantities)					
25	Excavation, Common	CY	\$46.00	(200 TON)	148.15 \$6,814.90
31	Compacted Aggregate No. 53	Ton	\$90.00	3 in.	101.87 \$9,168.30
33	Hot Mix Asphalt, 2, 64, Intermediate, 19.0 MM	Ton	\$115.00	1.5 in.	49.8 \$5,727.00
35	Sidewalk, Concrete	SF	\$8.00		90 \$720.00
					<b>Total: \$22,430.20</b>

**CECIL PENLAND**, PLA, ASLA  
PARTNER / LANDSCAPE ARCHITECT

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618 EAST MARKET STREET / INDIANAPOLIS, INDIANA 46202  
O 317.263.0127 / D 317.296.7580 / M 937.533.1730 / [REASITE.COM](http://REASITE.COM)

---

**From:** Gott, Thomas <[Thomas.Gott@milestonelp.com](mailto:Thomas.Gott@milestonelp.com)>  
**Sent:** Monday, September 23, 2024 1:49 PM  
**To:** Cecil Penland <[cpenland@reasite.com](mailto:cpenland@reasite.com)>; Judson Huber <[jhuber@reasite.com](mailto:jhuber@reasite.com)>; Patrick Dierkes <[pdierkes@reasite.com](mailto:pdierkes@reasite.com)>  
**Cc:** Roy Aten <[atenro@bloomington.in.gov](mailto:atenro@bloomington.in.gov)>; Zac Rogers <[zac.rogers@bloomington.in.gov](mailto:zac.rogers@bloomington.in.gov)>; Foster, Brent <[bfoster@milestonelp.com](mailto:bfoster@milestonelp.com)>; Rood, Robert <[Robert.Rood@milestonelp.com](mailto:Robert.Rood@milestonelp.com)>  
**Subject:** HOPEWELL PHASE 1 EAST PICKLE BALL COURTS CO

Cecil,  
Attached is the change order for field order #41. As well as up to date requested days for all CO's for this project.  
Please let me know if you have any questions

thanks

**Thomas Gott**  
*MCLP - Project Superintendent*  
3110 N Westbury Village Dr  
Bloomington, Indiana 47404-1532  
Office:  
Mobile:+1 (812) 318-5546



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**4755 W. Arlington Road  
Bloomington IN 47404  
PHONE(812) 330-2037  
FAX (812) 330-2118**

## Change Order

**TO:** City of Bloomington

---

Bloomington, In. 47402

---

Attn: MR. ROY ATEN

Change Order NO.	28
DATE	9/24/2024
OUR CONTRACT NO.	235032

**PROJECT: Downtown Bloomington Maintenance Project**

**LOCATION:** Bloomington, IN

[illegible]

THIS CHANGE ORDER IS MADE FOR THE FOLLOWING REASONS:

Added Days Substantial Completion	3 Days

TERMS OF THIS CHANGE ORDER ARE THE SAME AS THE ORIGINAL CONTRACT.

**THE ABOVE CHANGE ORDER IS ACCEPTED:**

**MILESTONE CONTRACTORS, L.P.**

**COMPANY NAME**

Thomas Gott

---

**SUBMITTED BY**

SIGNATURE/TITLE

**MILESTONE CONTRACTORS, L.P.**

DATE \_\_\_\_\_

APPROVED BY \_\_\_\_\_

PLEASE SIGN AND RETURN ONE COPY.



# City of Bloomington, Indiana

## Change Order Details

### Hopewell Phase I East Infrastructure

---

<b>Description</b>	Construction of infrastructure for Hopewell Phase I East Site.
<b>Prime Contractor</b>	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
<b>Change Order</b>	32
<b>Status</b>	Pending
<b>Date Created</b>	09/27/2024
<b>Type</b>	Scope Changes
<b>Summary</b>	Topsoil for Development Lots
<b>Change Order Description</b>	The addition of 2 in. of Topsoil to be added to the development lots in order to support the growth of grass. Two additional days are being added to the contract time.
<b>Awarded Project Amount</b>	\$13,373,284.90
<b>Authorized Project Amount</b>	\$13,695,491.10
<b>Change Order Amount</b>	\$37,604.16
<b>Revised Project Amount</b>	\$13,733,095.26



## New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0380	621-09908	CYS	792.000	\$47.480	\$37,604.16
SOIL: - for Future Lots.					
Reason: - for Future Developmental Lots					
1 item					Total: \$37,604.16

## Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Completion Date	10/31/2024	11/04/2024	2.0 Days	11/06/2024
Substantial Completion Date				
1 time limit				

## Attachments

Document	Name	Description	Submission Date
9-27-24_CO_32_DIRECT_COST_for_Milestone.pdf	9-27-24 CO 32 DIRECT COST for Milestone.pdf	Direct Cost attachment from Milestone on the 9-27-24 email.	09/27/2024 03:05 PM EDT
2 attachments			

Document	Name	Description	Submission Date
9-27-24_CO32_TOPSOIL_FUTURE_LOTS_-_02_for_Milestone.pdf	9-27-24 CO32 TOPSOIL FUTURE LOTS - 02 for Milestone.pdf	Cost Quote #2 attachment to Email-B on 9-27-24 to provide the written request for the 2 days of additional time to be added to the contract.	09/27/2024 03:11 PM EDT
2 attachments			

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

\_\_\_\_\_

Engineer

\_\_\_\_\_

Contractor

\_\_\_\_\_

Board of Public Works

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Date

\_\_\_\_\_

Date



Milestone Contractors, L.P.  
4755 West Arlington Rd.  
Bloomington, IN 47404  
Phone: (812) 330-2037  
Fax: (812) 330-2118

## PCO Pricing Sheet

Date: September 27, 2024

[www.milestonelp.com](http://www.milestonelp.com)

Pages: 4

To: City of Bloomington

Attn: Cecil Penland/ ROY ATEN

Project: Hopewell East Phase 1

Description: TOPSOIL FUTURE LOTS

Est. No.

Ref: FUTURE LOT TOPSOIL

Qty: 792 CY

### Labor:

Total Labor Cost from Estimate Sheet:

Labor Subtotal \$ 2,492.00

### Equipment:

Total Equipment Cost from Estimate Sheet:

Equipment Subtotal \$ 2,927.00

### Material:

Total Material Cost from Estimate Sheet:

\$ 28,512.00

Material Subtotal \$ 28,512.00

### Subcontractors:

Total Subcontractor cost from Attached Sheets:

Subcontractor Subtotal

Subtotal \$ 33,931.00

Bond (.75% rate) 10% \$ 279.93

Labor Markup 10% \$ 249.20

Equipment Markup 10% \$ 292.70

Material Markup 10% \$ 2,851.20

Subcontractor Markup 5% \$ -

Total \$ 37,604.03

Per CY

Unit Price \$ 47.48

ANY ITEM NOT SPECIFICALLY STATED ABOVE SHALL BE CONSIDERED NOT INCLUDED IN OUR PROPOSAL.

PLEASE CALL FOR CLARIFICATIONS OR IF ADDITIONAL PRICING IS REQUESTED.

Signature represents acceptance of this Proposal.

Signed: Tommy Gott

THIS ADDS 2 DAYS OF WORK

Date: September 27, 2024

THIS IS 1 TIME MOB/ IF WE NEED TO COME BACK LATER IN TIME THIS WILL BE THE COST OF EACH MOB TO RE SEED AND STRAW

Terms: Upon Receipt

Submitted By:

Tommy Gott

Approved By:

Date

Printed:

Date

Activity Resource	Desc	Pcs	Quantity Unit	Unit Cost	Labor	Equip- Ment	Material	Supplie	Sub- Contract	Trucking
----------------------	------	-----	------------------	--------------	-------	----------------	----------	---------	------------------	----------

BID ITEM = 1

Description = TOPSOIL FUTURE LOTS

Land Item Unit =

SCHEDULE: 1 100

Takeoff Quan: 792.000

Engr Quan: 792.000

1	TOPSOIL FUTURE LOTS	Quan:	792.00 CY	Hrs/Shift:	10.00	Cal:	510	WC:	1
BLANK	(Mod) Blank Crew	20.00	CH	Prod:	2.0000 S	Lab Pcs:	2.00	Eqp Pcs:	1.00
56	TOPSOIL	1.00	792.00 CY	36.000					28,512
8DZ2	Dozer D6K 22320	1.00	20.00 HR	146.350	2,927				
LAB	laborers (all except 41/81)	1.00	20.00 MH	27.400	1,072				
OPR841	operator841	1.00	20.00 MH	34.850	1,420				
\$33,930.98	0.0505 MH/CY	40.00	MH	[ 1.729 ]	2,492	2,927			28,512
=====> Item Totals: 1 - TOPSOIL FUTURE LOTS									
\$33,930.98	0.0505 MH/CY	40.00	MH	[ 1.729 ]	2,492	2,927			28,512
42.842	792 CY				3.15	3.70			36.00

\$33,930.98	*** Report Totals ***	40.00	MH		2,492	2,927			28,512
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>>> indicates Non Additive Activity

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

Bid Date: Owner: Engineering Firm:

Estimator-In-Charge:

JOB DOES NOT HAVE NOTES

\* on units of MH indicate average labor unit cost was used rather than base rate.

[ ] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

-----Calendar Codes-----

508	40 HR WEEK (5 X 8)
509	45 HR WEEK (5 X 9)
510	50 HR WEEK (5 X 10) (Default Calendar)
511	55 HR WEEK (5 X 11)
512	60 HR WEEK (5 X 12)
513	65 HR WEEK (5 X 13)
514	70 HR WEEK (5 X 14)
608	48 HR WEEK (6 X 8)
609	54 HR WEEK (6 X 9)
610	60 HR WEEK (6 X 10)
611	66 HR WEEK (6 X 11)
612	72 HR WEEK (6 X 12)
613	78 HR WEEK (6 X 13)
614	84 HR WEEK (6 X 14)
800	SATURDAY ONLY (TIME & 1/2)
900	SUNDAY ONLY (DOUBLE TIME)



# City of Bloomington, Indiana

## Change Order Details

### Hopewell Phase I East Infrastructure

---

<b>Description</b>	Construction of infrastructure for Hopewell Phase I East Site.
<b>Prime Contractor</b>	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
<b>Change Order</b>	33
<b>Status</b>	Pending
<b>Date Created</b>	09/28/2024
<b>Type</b>	Scope Changes
<b>Summary</b>	Additional concrete curb on the East side of Rogers, just south of 2nd St. to help control drainage.
<b>Change Order Description</b>	The extension of the concrete curb along the east side of Rogers Street, along with the removal of the drive entrance on Rogers. The approximate length of Concrete Curb that is being added is 250.0 LFT. The contract time will be extended by an additional 2 days.
<b>Awarded Project Amount</b>	\$13,373,284.90
<b>Authorized Project Amount</b>	\$13,695,491.10
<b>Change Order Amount</b>	\$11,000.00
<b>Revised Project Amount</b>	\$13,706,491.10



Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0036	605-06120	LFT	\$44.000	2,313.000	\$101,772.00	250.000	\$11,000.00	2,563.000	\$112,772.00
CURB, CONCRETE									
Reason: - Additional Concrete Curb being added along the East side of Rogers St, South of 2nd St.									
1 item			Totals	\$101,772.00		\$11,000.00		\$112,772.00	

Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Completion Date	10/31/2024	11/04/2024	2.0 Days	11/06/2024
Substantial Completion Date				
Reason: Extra Curb and related work being added on Rogers St.				
1 time limit				

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

\_\_\_\_\_

Engineer

\_\_\_\_\_

Contractor

\_\_\_\_\_

Board of Public Works

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Date

\_\_\_\_\_

Date

City of Bloomington  
Redevelopment Commission  
**Amended** Project Review & Approval Form

**Please Note:**

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

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

**Project Managers:** Jane Kupersmith, Andrew Cibor; Deb Kunce (JS Held)

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

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

**Project Timeline:**

Start Date: January 2018

End Date: December 31, 2025

**Financial Information:**

Estimated full cost of project:	\$37,824,734.00 <b>\$37,987,067</b>
Sources of funds:	Total: \$37,875,337.00

Consolidated TIF	\$31,455,000 <b>\$31,617,333</b>
Federal Roadway Reconstruction	\$4,601,337.00
	\$19,000.00
READI Grant	\$1,800,000.00

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

Step	Description	Estimated Cost	Timeline
1	<b>Consulting</b>	\$1,739,311.38	2018-2023
	1a. ULI	\$135,000	2018
	1b. Financial Analysis (SB Friedman)	\$69,370	2021
	1c. Proj. Mgmt (J.S. Held)	\$627,342	2021-2024
	1d. Branding and Mkt (Borshoff)	\$82,500	2021-2022
	1e. Sustainability (Guidon)	\$12,482	2022
	1f. LEED for Neighborhood Dev Consultant Fee	Est. \$285,000	2023-24
	1g Owner's Dev. Rep. – U3 Advisors	\$479,400	2023-24
	<del>1h Website – Ten31</del>	<del>Est. \$22,200</del>	<del>2023-24</del>
	1i Environmental Consulting – for HUD funding	\$48,217.38	2024
2	<b>Appraisals</b>	\$50,000	2018-2023
3	<b>Project Agreement with IU Health</b>	\$6,500,000	2018-2024
4.	<b>Due Diligence with Environmental Assessment</b>	\$79,865.63	Nov.2018-Mar. 2019
5.	<b>Master Planner</b>	\$410,000	2020-21
6.	<b>1st Street Reconstruction</b>	\$7,708,466.23	2020-2023
	6a. Design – VS Engineering	\$677,264	Oct. 2020 – Dec. 2023
	6b. Right of Way Acquisition	\$67,980	Nov. 2021 – May 2022
	6c. Construction Inspection	\$433,001.20	Apr. 2023 – Nov. 2023
	6d. Construction	\$6,247,803.72	Apr. 2023 – Nov. 2023
	6e Tree Removal	\$10,800	2024
	6f. Construction Changes #2	\$189,144.49	2024
	6g. Lighting Duke Energy	\$82,472.82	2024

Redevelopment Commission Resolution 24-XX  
Exhibit C

<b>7.</b>	<b>Hopewell East</b>	<del>\$17,840,770.01</del> <b>\$18,003,102.94</b>	June 2021 – Dec. 2024
	7a. Design – Shrewsberry & Associates, LLC	\$1,108,262	2021-2023
	7b. Property Acquisition	\$641,094	2021-2022
	7c. Demolition and Remediation	\$626,047	2022-2023
	7d. Construction Inspection	\$1,174,740	2022-2024
	7e. Construction - Milestone	\$13,373,284.90	2022-2024
	7e(ii) CO#1 Tree Removal	\$10,053.38	2023
	7e(iii) CO Package #1	\$154,571.81	2023
	7e(iv) CO Package #2	\$14,599.44	2024
	7e(v) CO Package #3	\$142,981.57	2024
	<b>7e(vi) CO Package #4</b>	<b>\$162,332.93</b>	<b>2025</b>
	7f(i) Cassady Electric	\$73,550.00	2023
	7f(ii). Duke Relocation	\$123,942.30	2022-2023
	7f(iii) 2 <sup>nd</sup> Duke Relocation	\$43,780.58	2024
	7g. Environmental Consulting	\$20,000	2023
	7h. Contractor Incentive	\$132,000	2024
	7i. Site Furnishings	\$125,000	2024
	7j. Observation Camera	\$23,707	2023-24
	7k. Park Cameras	\$49,175.03	2024
	7l. Water Meter Fees	\$3,981.00	2024
<b>8.</b>	<b>Kohr Admin Redev.</b>	\$102,955	June 2024
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22
	8c Roof and Downspout Repair	\$7,450	2024
<b>9.</b>	<b>Ongoing Services</b>	\$559,327.47	
	9a Security Patrols – Marshall	\$269,657.35	2022-Mar 2025
	9b Enhanced Security	Est.\$95,000	2023-2025
	9c Grounds and Maintenance	Est. \$10,000	2023-2025
	9d Fencing and Barricades	\$169,946.62	2023-2025
	9e Relocation of Fencing	\$14,723.50	2024
<b>10</b>	<b>Parking Garage</b>	\$87,675	
	10a Assessment – CE Solutions	\$87,675	2023
	10b Design	TBD	



	10c Construction / Retrofit (e.g. EV charging)	TBD	
<b>11.</b>	<b>Neighborhood Signage</b>	Est. \$30,000	2022-25
	Hopewell In Progress Signs	\$6,160	2022-23
<b>12.</b>	<b>Jackson Street 1st to University (100% design + construction) and Hopewell West (30% Design)</b>	\$2,056,560	2023-25
	12a. Preliminary Design Contract – Crossroad Engineers	\$606,640	2023-25
	12b. Construction Inspection	Est. \$121,000	2023-24
	12c. Construction	Est. \$1,022,420	2023-24
	12d. Other Engineering	Est. \$306,500	
<b>13</b>	<b>1% for Arts Allowance</b>	Est. \$192,250	
	13a. Hopewell East “Undulate” by Jonathan Racek	\$100,000	2024-2025
<b>14</b>	<b>Demolition</b>	\$369,387	2024
	14a. All Bldgs at Hopewell South (Except 714 S Rogers)	\$353,052	
	14b. CO #1 – Hopewell South ACM removal at 717-719 W First St., Fairview Out-building, 615 W. First St., and 619 W. First St.	\$12,100	2024
	14b(ii) CO #2 – Hopewell South	\$4,235	
<b>15</b>	<b>714 S Rogers Redevelopment</b>	Est. \$75,000	TBD
	15a. 714 S Rogers St – Water Damage Remediation	\$39,816.18	2024
	15b. Physically Secure Entrances to Building – Ann Kriss	\$12,349.00	2024
	15c Reconnect Electricity and Electrical Services on Site – Woods Electrical	\$15,000.00	2024-25

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

### Resolution History:

2018

Redevelopment Commission Resolution 24-XX  
Exhibit C

18-13	Project Review and Approval Form
18-17	Approval of Contract with Urban Land Institute
18-31	Approval of Agreement with IU Health for Purchase of Old Hospital Site
18-61	Approval of Funding for Phase 1 Environmental Assessment
18-85	Approval of Funding for Due Diligence and Phase 2 Environmental Assessment
<u>2019</u>	
19-28	Approval of Funding for Due Diligence and Legal Fees
19-44	Approval of Third Amendment to Purchase Agreement
19-94	Approval to Keep Parking Garage
19-95	Approval of Fourth Amendment to Purchase Agreement
<u>2020</u>	
20-09	Approval of Amended Project Review Form
20-12	Agreement with Master Planner – SOM
20-79	Design Contract for 1st Street Reconstruction
20-86	Purchase Agreement for 413 W. 2nd Street
20-93	Approval of Phase II Assessment for 413 W. 2nd Street
<u>2021</u>	
21-32	Design Contract for Phase 1 East
21-45	Amended Project Review and Approval Form
21-80	Agreement for Naming and Branding Services
21-85	Addendum to 1st Street Design Contract
<u>2022</u>	
22-10	Amended Project Review and Approval Form
22-13	Sustainability Consultant Agreement – Guidon
22-30	Amendment to Purchase Agreement and Surrender Agreement
22-36	Approval of Agreement for Demolition – Renascent, Inc.
22-45	Approval of Agreement for Construction Inspection – REA
22-48	Agreement for Security Patrols
22-62	Approval of Addendum to SB Friedman Agreement
22-86	Addendum to Design Agreement with Shrewsberry
22-87	Change Order 1 for Phase 1 East Demolition - Renascent
22-95	Cassady Electric Lighting Relocation Phase 1 East
22-100	Duke Energy Utility Relocation
22-103	Funding for Hopewell Signs
<u>2023</u>	
23-15	Tree Removal – 1st Street Reconstruction
23-21	Addendum #2 to Design Contract for Phase 1 East
23-36	Amended Project Review and Approval Form
23-37	Preliminary Design Contract for Hopewell West – Crossroad
23-42	Construction Agreement for Phase 1 East – Milestone
23-45	Owner’s Representative Agreement – U3 Advisors
23-51	Parking Garage Assessment – CE Solutions
23-52	New Hopewell Website – Ten31
23-56	Amendment to Agreement for Security Patrols
23-61	Amendment to Agreement with J.S. Held
23-65	Amendment to add Phase I East Construction Change Order

Redevelopment Commission Resolution 24-XX  
Exhibit C

- 23-68 Amendment to add Environmental Consulting to Phase I East
- 23-69 Second Amendment of Agreement for Security Patrols at Hopewell
- 23-70 Approval and Support for the Pursuit of the U.S. Department of Transportation's Neighborhood Access and Equity Program of the Reconnecting Communities and Neighborhoods Program Grant for Hopewell
- 23-86 Purchase Single Solar Trailer for Cameras at Hopewell
- 23-87 Recommendation for Demolition of Blocks 8, 9, and 10
- 23-88 Third Amendment to Agreement for Security Patrols
- 23-89 VET Environmental for the Kohr Building
- 23-96 To Accept a State Historical Marker Honoring the Local Council of Women at the Hopewell Neighborhood
- 23-97 Approval for Funding for Site Furnishings at Hopewell
- 23-98 The Green Engineer LEED ND Services Contract
- 23-113 Change Order Package #1 for the Hopewell East Project
- 23-114 Fourth Amendment of Agreement for Security Patrols at Hopewell
- 23-115 Approval of Hopewell Post-Closing Agreement
- 23-116 Approval of Project Review and Approval for 1<sup>st</sup> Street Reconstruction for Hopewell
- 2024
- 24-16 Approval of Secondary Plat for Hopewell East Project
- 24-17 Approval of Notice of Intent Filing with IDEM In Accordance with Provision of Post-Closing Agreement between the City of Bloomington and IU Health
- 24-18 Approval of Change Order 1 to Agreement with Renascent, Inc. for Demolition of Hopewell Blocks 8, 9, and 10.
- 24-19 Approval of Funding for Monitoring Service for Security Cameras at Hopewell
- 24-21 Fourth Amendment to Agreement for Security Patrols
- 24-25 Agreement with VET Environmental for 714 S Rogers Remediation
- 24-26 Repairs to Preserve Kohr Building for Redevelopment
- 24-32 Agreement with Ann-Kriss to Secure 714 S Rogers Remediation
- 24-35 Approval of Change Order Package #2 for the Hopewell East Project
- 24-36 Approval of Hopewell West Secondary Plat
- 24-38 Fifth Amendment to Agreement for Security Patrols
- 24-41 Addendum to Agreement with VET for Environmental Services
- 24-42 Addendum to Agreement with Ann-Kriss for 714 S Rogers
- 24-49 Amended Project Review and Approval Form
- 24-50 Change Order #2 for Hopewell South (Demolition of Blocks 8, 9, and 10)
- 24-51 Change Order Package #3 for Hopewell East
- 24-52 Amended READI Grant Agreement for Hopewell West
- 24-53 Amended Preliminary Design Agreement for Hopewell West
- 24-54 Relocation of Duke Power Lines in Hopewell East
- 24-55 Procurement and Installation of Park Cameras for Hopewell East
- 24-56 Agreement with Duke for 1<sup>st</sup> Street Lighting
- 24-58 Second Amendment to Agreement with J.S. Held
- 24-59 Approval to Pay Water Meter Fee for Hopewell East
- 24-60 Amendment to Agreement with U3
- 24-62 Amendment to Agreement for Security Patrols to Extend Term
- 24-63 Agreement with Belcher Fencing for Hopewell West

Redevelopment Commission Resolution 24-XX  
Exhibit C

- 24-64 Service Agreement with Woods Electrical for 714 S Rogers and Hopewell
- 24-65 Notice of Offering for Hopewell South Block 9 & 10
- 24-67 Approval of Agreement for Public Art in Hopewell East with Jonathan Racek
- 24-XX Approval of Change Order Package #4 for Hopewell East

To Be Completed by Redevelopment Commission Staff:

Approved on \_\_\_\_\_

By Resolution \_\_\_\_\_ by a vote of \_\_\_\_\_

**24-69**  
**RESOLUTION**  
**OF THE REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF CHANGE ORDER PACKAGE #4 FOR HOPEWELL PHASE 1 EAST**

- WHEREAS, in Resolution 18-10, the Redevelopment Commission (“RDC”) approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for the purchase and development of the Old Bloomington Hospital Site (“Hopewell”), including Hopewell East redevelopment (“Project”); and
- WHEREAS, in Resolution 23-42, the RDC approved an Agreement with Milestone Contractors, LP (“Milestone”); and
- WHEREAS, pursuant to the terms of the Agreement, Milestone agreed to complete certain infrastructure improvements (“Construction Services”) for an amount not to exceed Thirteen Million Three Hundred Seventy-Three Thousand Two Hundred Eighty-Four Dollars and Ninety Cents (\$13,373,284.90); and
- WHEREAS, the RDC approved change orders for the Project in Resolutions 23-65, 23-113, 24-35, and 24-50 which brought the total contract amount to \$13,695,491.10; and
- WHEREAS, additional work not negotiated at the time the Agreement was awarded is required, including additional grading, topsoil replacement, tree grates, additional supplies for infrastructure, additional bollards, curbing along Rogers Street, infill of trenches, communication cabling, limestone finishing, and site work for installation of pickle ball courts as outlined in the attached Exhibits A and C (collectively “Change Order #4”); and
- WHEREAS, City Staff and Milestone believe Change Order #4 to the Agreement is necessary and appropriate; and
- WHEREAS, a copy of the proposed Change Order #4 for an additional amount of \$162,332.~~85~~ is attached to the Resolution as Exhibit A; and .91
- WHEREAS, the funding for Change Order #4 will come from a combination of contributions: \$162,332.93 ~~\$162,332.85~~ from the RDC, \$44,744.98 from the Parks Department, and \$14,620.00 from the Utilities Department; and



WHEREAS, the proposed Change Order #4 would modify the existing Agreement with Milestone from a total amount not to exceed \$13,695,491.10 to \$13,917,188.93; and ~~\$13,917,188.93~~ **\$13,917,189.01**

WHEREAS, this Change Order will also be considered by the Board of Public Works on October 8, 2024; and

WHEREAS, the City has brought the RDC an Amended Projected Review & Approval form which updates the expected costs of the project, and which is attached as Exhibit B.

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

1. The RDC reaffirms its approval of the Project, as set forth in more detail on the Amended Project Review & Approval form.
2. The RDC approves Change Order Package #4 and authorizes additional funding for the Agreement in an amount not to exceed \$13,917,188.93 to pay for the additional work as detailed in Exhibit A. **\$13,917,189.01**
3. The RDC's portion of the payment authorized above may be made from the Consolidated TIF. The Controller shall make the determination of the specific funding source from the Consolidated TIF areas as requests for payment are received in accordance with the term of the Agreement as amended. Nothing in this Resolution shall remove the requirement to comply with the City and RDC's claims process.
4. Unless extended by the RDC, the expiration date of this funding approval shall remain December 31, 2025.✓
5. The approvals in this Resolution are contingent upon the additional approval by the Board of Public Works. In the event the Board of Public Works does not approve the Change Order, then the approvals in this Resolution are void.

BLOOMINGTON REDEVELOPMENT COMMISSION

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Deborah Myerson, President

ATTEST:

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John West, Secretary

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Date



## Board of Public Works

### Staff Report

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<b>Project/Event:</b>	Contract Service Agreement – Precision Concrete, Inc.
<b>Petitioner/Representative:</b>	Street Department
<b>Staff Representative:</b>	Joe Van Deventer
<b>Meeting Date:</b>	October 8, 2024

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The BPW approved original contract February 13, 2024 with NTE amount of \$ 100,000. On July 16, 2024 Addendum #1 was approved to increase NTE amount of \$195,000. Precision concrete has proposed an extension of removing approximately 2,520 sidewalk trip hazards which includes a municipal discount.

Addendum #2 will add an additional \$200,000 to the NTE cost of the Agreement, with a new not to exceed cost of \$395,000.

<input checked="" type="checkbox"/> <b>Precision Concrete, Inc.</b>	<b>\$ 200,000</b>
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ADDENDUM #2 TO CONTRACT SERVICE AGREEMENT

Between the

CITY OF BLOOMINGTON

And

PRECISION CONCRETE, INC.

This Addendum #2 increases the not to exceed amount which will allow Precision Concrete, Inc. to perform additional trip hazard elimination at various sidewalk locations, as follows:

1. On February 13, 2024, the Board of Public Works approved the 2024 Agreement with Precision Concrete, Inc. for elimination of trip hazards on sidewalks at various locations for a NTE amount of \$100,000.
2. On July 16, 2024, the Board of Public Works approved Addendum #1 to increase NTE cost of the Agreement by \$95,000 to a new NTE amount of \$195,000.00.
3. **Article 4. Compensation** of the Agreement contained the original NTE amount of \$100,000. Addendum #1 added additional cost of \$95,000 for a new NTE amount of \$195,000.00. Addendum #2 will add an additional \$200,000.00 for a new NTE amount of \$395,000.00.
4. In all other respects, the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Addendum #2 to be executed the day and year last written below:

**CITY OF BLOOMINGTON**

By: \_\_\_\_\_

Margie Rice, Corporation Counsel

Date: \_\_\_\_\_

**PRECISION CONCRETE, INC.**

By: \_\_\_\_\_

Bonnie K Bonkowski, CFO

Date: \_\_\_\_\_

**CITY OF BLOOMINGTON PUBLIC WORKS**

\_\_\_\_\_  
Adam Wason, Director

\_\_\_\_\_  
Kyla Cox Deckard, President, Board of Public Works



## CONTRACT COVER MEMORANDUM

**TO:** Legal Department  
**FROM:** Public Works/Street Division  
**DATE:** October 08, 2024  
**RE:** Addendum #2, Precision Concrete, Inc.

<b>Contract Recipient/Vendor Name:</b>	Precision Concrete, Inc.
<b>Department Head Initials of Approval:</b>	Adam Wason
<b>Responsible Department Staff:</b> <i>(Return signed copy to responsible staff)</i>	Danna Stephens
<b>Responsible Attorney:</b> <i>(Return signed copy to responsible attorney)</i>	Aleksandria Pratt
<b>Record Destruction Date:</b> <i>(Legal to fill in)</i>	2035
<b>Legal Department Internal Tracking #:</b> <i>(Legal to fill in)</i>	24-578
<b>Due Date For Signature:</b>	10/08/2024
<b>Expiration Date of Contract:</b>	12/31/2024
<b>Renewal Date for Contract:</b>	NA
<b>Total Dollar Amount of Contract:</b>	Original: \$100,000 Add 1: \$95,000 Add 2: \$200,000 Total: \$395,000
<b>Funding Source:</b>	CRED 101-20-20CRED-54510 \$ 34,000 ARPA 176-20-G21005-54510 \$ 166,000
<b>W9/EFT Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
<b>Affirmative Action Plan Complete (if applicable):</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
<b>Procurement Summary Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

### **Summary of Contract:**

The BPW approved original contract February 13, 2024 with NTE amount of \$ 100,000. Addendum #1 approved BPW July 16, 2024 with new NTE \$ 195,000. This Addendum #2 with a new NTE \$ 395,000 for additional 2,520 trip hazard elimination at various sidewalk locations.



## City of Bloomington Contract and Purchase Justification Form

Vendor: Precision Concrete, Inc.

Contract Amount: \$ 395,000

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

### PURCHASE INFORMATION

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

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

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

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

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

Precision Concrete, Inc. is proposing a saw cut solution (not grinding) for the City of Bloomington, to remove sidewalk trip hazards on sidewalks located in various locations. Trip hazards will be eliminated leaving a maximum running slop (ramp) of 1:8 as permitted to meet ADA requirements. Precision Concrete will correct approximately 2,520 trip hazards.

The BPW approved original agreement on February 13, 2024 with NTE amount of \$100,000. Addendum #1 was approved on July 16, 2024 to increase NTE amount of \$ 195,000. Addendum #2 will add an additional \$200,000 to the NTE cost of the agreement, with a new not to exceed cost of \$ 395,000.

Joe VanDeventer

Director of Operations

PW/Street Division

Print/Type Name

Print/Type Title

Department



1896 Goldeneye Drive, Holland MI 49424  
Phone: 616.403.1140 FAX: 616.582.5951  
[www.IndianaSafeSidewalks.com](http://www.IndianaSafeSidewalks.com)

September 9, 2024



**City of Bloomington**

Attn: Joe Van Deventer, Director of Street Operations  
Attn: Danna Workman, Acct Clerk/Emergency Grant  
1981 S Henderson  
Bloomington, IN 47401

Phone: (812) 349-3448 Email: [vandevj@bloomington.in.gov](mailto:vandevj@bloomington.in.gov) Email: [workmand@bloomington.in.gov](mailto:workmand@bloomington.in.gov)

Subject: **SIDEWALK TRIP HAZARD ELIMINATION, Proposal for City of Bloomington, Fall 2024**

Joe & Danna,

We appreciate the opportunity to submit this proposal for the City of Bloomington. Total cost for this project will **not exceed \$200,000** based on an agreed scope and job rate. Upon your review and acceptance of this proposal, **please sign and return** (or submit a valid purchase order referencing this proposal) via FAX to (616) 582-5951 or email us at [info@PCCMich.com](mailto:info@PCCMich.com).

Our W-9 and proof of insurance (an ACORD) is current and on file. Let us know if any additional information or documents are required before we begin work. We appreciate the opportunity to provide our service.

**Precision Concrete Cutting**

Precision Concrete Cutting (PCC) has been removing trip hazards from uneven sidewalks and other concrete walkways across the nation for over 25 years. As the industry leader in technology and price, PCC can reduce liability associated with uneven sidewalk and help meet ADA compliance with a method more effective and less expensive than alternatives. PCC utilizes its patented tools and processes that it has developed and refined for trip hazard removal. Not only is trip hazard removal the specialty of PCC... it's the only thing we do. PCC has dozens of locations across the country. Precision Concrete, Inc. is the locally licensed business unit serving Indiana, Michigan, Central Illinois, and Missouri that leverages the proven tools, process, and training to provide this service.

**The Advantage**

The Precision Concrete Cutting (PCC) service removes the entire trip hazard from side to side on the entire sidewalk while other methods of repair often leave a portion of the trip hazard. Not only can PCC reach the edges of every sidewalk, we can remove trip hazards from virtually any angle and at any location. Trip hazards caused by cracked concrete or located in hard-to-reach places such as in gutters or adjacent to a wall, post, or railing will be eliminated without any damage to nearby impediments. **There is no other process of trip hazard removal available with the quality, flexibility, and diversity as that of PCC.**





### Quality

The Precision Concrete Cutting (PCC) process involves the measurement of every sidewalk trip hazard identified. PCC inspects the sidewalks and takes specific measurements to identify and log each trip hazard size and location. These measurements are used to determine the size of repair that is required, and to guarantee that the repair is made to dimensional specifications.

The PCC finished repair is aesthetically pleasing, smooth, and of superior quality compared to alternatives. It does not leave grooves in the surface of the concrete, it is not uneven, and is left with an acceptable coefficient of friction to not create slip hazards.



### Environmental & Community Friendly

The Precision Concrete Cutting (PCC) process does not require heavy equipment in the work area. The PCC equipment is small and maneuvered about by individual employees. No damage is created to buildings, landscaping, irrigation systems, or the surrounding environment. Complete cleanup of the work area is performed and dust abatement systems minimize dust. All materials removed are properly recycled.

PCC utilizes a patented dust collection system to keep dust to a minimum while performing its work. This is a great benefit over other repair processes that leave the area covered in concrete dust or slurry. PCC also cleans up the removed concrete and debris created while performing the repairs and disposes (for recycle) of it as part of the service. Being a complete solution, no follow-on tasks are required of the City of Bloomington staff. Sidewalks remain open with only minor disruption while PCC moves thru an area performing the trip hazard removals.



As a member of the U.S. Green Building Council (USGBC) we are proud of the fact that we reduce the impact to landfills and the environment as a result of our service. For example, **removing and replacing just 50 sidewalk panels would result in approximately 60,000 lbs of concrete being removed** (your average 5' x 5' panel weighs about 1,200 lbs). Using Precision Concrete Cutting, sidewalk trip hazard removal can be accomplished by removing about 400 lbs of concrete that will be recycled. No heavy equipment or hauling is required. Also, there is no damage to trees or adjoining landscape with Precision Concrete Cutting.



### Real Savings

Precision Concrete Cutting (PCC) leverages new technology and unique equipment to perform sidewalk repairs at a 70-80% cost savings compared to sidewalk replacement. It is estimated that this project will **save City of Bloomington over \$870,000 on repairs.**

### Professional Plan and Approach

Precision Concrete Cutting (PCC) will conduct a pre-construction planning meeting with the City's designated contact(s) using a PCC Project Manager to establish priorities, a high-level schedule for each job site, review risks/constraints, and safety plans. The Project Manager will assure schedule, scope, and budget objectives are attained for the project. The PCC Delivery Manager will assure quality and safety objectives are attained during the onsite work phase of the project.



PCC will deploy a well-marked light-duty pickup truck/van and full logo trailer used to mobilize up to three (3) full sets of cutting equipment and operators. Safety cones are placed wherever the truck/van and trailer park and they are placed on the sidewalks in front of and behind the operator area to assure pedestrian safety during cutting. All PCC staff (including project manager) wears high-visibility safety vests whenever they are outside their vehicle.



## Scope and Cost

Precision Concrete Cutting (PCC) is proposing a SAW CUT solution (NOT GRINDING) for the City of Bloomington to remove contiguous sidewalk trip hazards on walkways to be determined by the City. PCC would typically bill for this project at the rate of \$58 per Inch Foot (defined as the average inch height of the trip hazard x linear feet of the hazard). However, PCC will offer a municipal project rate of **\$44/IF**. For this project, PCC will perform up to 4,545 IF of trip hazard removal (up to the established project budget). It is estimated this project will resolve over 2,520 sidewalk trip hazards. Billing will be based on actual work performed, **without exceeding the approved budget of \$200,000**.

The scope of the sidewalk trip hazards is defined as a differential in the walkway of .375" high but less than or equal to 1.5" high. Trip hazards will be eliminated leaving a maximum running slope (ramp) of 1:8 as permitted to meet ADA requirements. The work will be performed on City sidewalks in the project areas prioritized by the City. *Note: Areas to be determined by City may contain more than 4,545 IF of trip removal. PCC will work in the City's prioritized order, up to the approved or amended City project budget;*

Job No. (Area)	Location	Estimated # of Trip Hazards Cut	Estimated Linear Feet	Estimated Inch Feet	Cost
1	Area 1 determined by City	180	720	325	\$18,831.17
2	Area 2 determined by City (as budget allows)	180	720	325	\$18,831.17
3	Area 3 determined by City (as budget allows)	180	720	325	\$18,831.17
4	Area 4 determined by City (as budget allows)	180	720	325	\$18,831.17
5	Area 5 determined by City (as budget allows)	180	720	325	\$18,831.17
6	Area 6 determined by City (as budget allows)	180	720	325	\$18,831.17
7	Area 7 determined by City (as budget allows)	180	720	325	\$18,831.17
8	Area 8 determined by City (as budget allows)	180	720	325	\$18,831.17
9	Area 9 determined by City (as budget allows)	180	720	325	\$18,831.17
10	Area 10 determined by City (as budget allows)	180	720	325	\$18,831.17
11	Area 11 determined by City (as budget allows)	180	720	325	\$18,831.17
12	Area 12 determined by City (as budget allows)	180	720	325	\$18,831.17
13	Area 13 determined by City (as budget allows)	180	720	325	\$18,831.17
14	Area 14 determined by City (as budget allows)	180	720	325	\$18,831.17
<b>Totals</b>		<b>2,520</b>	<b>10,080</b>	<b>4,545</b>	<b>\$263,636.36</b>
Additional Services:					\$0.00
Travel and Expenses:					\$0.00
Discount*:					-\$63,636.36
<b>Net Proposed Total:</b>					<b>\$200,000.00</b>

\*Municipal discount will apply if project is accepted prior to October 11, 2024, and with an authorization to proceed with project by October 21, 2024 (weather & schedule permitting).

### **Sole Source Status**

The technology that Precision Concrete Cutting uses to remove trip hazards has been developed and patented by Precision Concrete Cutting based in Provo, UT. Precision Concrete Cutting and its local branches are the only companies authorized to use the patented equipment and method for removing sidewalk trip hazards as described by the following patent numbers:

U.S. Patent No. 6,827,074  
U.S. Patent No. 6,896,604  
U.S. Patent No. 7,000,606

U.S. Patent No. 7,143,760  
U.S. Patent No. 7,201,644  
U.S. Patent No. 7,402,095

These patent numbers and the Precision Concrete Cutting (PCC) licensing agreement make Precision Concrete, Inc. a sole source for trip hazard removal in Indiana using this technology.

### **Invoicing**

A Precision Concrete Cutting (PCC) invoice will be issued for work completed at the conclusion of the project. Payment terms are net 15 days from the date work is completed unless contract states otherwise. PCC will not charge the City of Bloomington any additional fees for mobilization, setup, cleanup, or travel / expenses. All such fees are included in the proposed price.

An itemized invoice listing the location of each trip hazard resolved will be listed and can be provided in hard copy or soft copy as required by the City of Bloomington. This itemized list provides the City with a completely auditable summary of the work performed by PCC. It is also a document that can support the fact that your organization has a proactive sidewalk maintenance program in place.

### **Summary**

Precision Concrete Cutting is very interested in working with the City of Bloomington to deliver a proactive and cost-effective sidewalk maintenance program to help with the efforts of ADA compliance and reduce liabilities associated with sidewalk trip hazards. Our goal is to foster a long-term relationship in which we can help the City of Bloomington achieve its annual sidewalk maintenance objectives.



**Thank you for your consideration. Signature and date below confirms your acceptance of this proposal.**

**Rick Anderson**, Business Dev Manager, Indiana  
and **Mark Bonkowski** (*President*)

**Precision Concrete, Inc.**  
1896 Goldeneye Drive  
Holland MI 49424

**(317) 618-0611** Cell

(616) 403-1140 Office  
(616) 582-5951 Fax

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City of Bloomington

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authorized signature / date

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printed name / title





## Board of Public Works Staff Report

**Project/Event:** Sidewalk Improvement Plan for 2024

**Petitioner/Representative:** Public Works Department - Street Division

**Staff Representative:** Adam Wason, Public Works Director

Joe VanDeventer, Director of Street Operations

**Meeting Date:** October 8, 2024

The Street Division Sidewalk Improvement Plan for 2024 includes repairs/replacement at the below locations. As funds allow, The City of Bloomington Public Works Department via the Street Division will continue to make reasonable efforts on improving connectivity of the sidewalk network, improving safety and mobility for sidewalk users throughout the City with the City Council approved annual budget. The City maintains a geographic information system (GIS), to inventory infrastructure by using our asset management information and field assessments conducted by contracted vendors.

1. **Trip Hazard Removal (Saw cutting): \$395,000**

Contractor provides a saw cutting solution to remove sidewalk trip hazards on walkways.

- St. James Woods, West Pointe, Peppergrass, Sherwood Oaks, and Gentry Honors

2. **ADA Installation ahead of scheduled 2024 paving: \$65,000**

The City installs/repairs ADA ramps at intersections where none or non-compliant exist before resurfacing adjacent streets as part of the resurfacing project.

- South Hampton, Gentry, 5<sup>th</sup> Street, Stonegate, Spicewood II, Hyde Park, McCartney Lane, Sussex Drive, Atwater, Countryside Ln, 2<sup>nd</sup> & Ballantine, 17<sup>th</sup> & Jackson, Sherwood Oaks, Spicewood, Pine Meadow & Pinehurst, Market Place, Maybury Mall, W 6<sup>th</sup> Street, Willows Ct, Kennedy Drive, Valleyview Dr, BriarCliff, E 13<sup>th</sup>, Blair, W 12<sup>th</sup>, W 13<sup>th</sup>, Union St.

3. **Sidewalk Repair Contract: \$200,000**

Contractor provides repair or replacement services for sidewalk and ADA ramps.

- John Hinkle, St James Woods, 3348 S Rolling Oak Dr, S Ballantine, 604 W Dodds St, 4007 E Bennington Blvd, 3005-3009 S Olcott Blvd, Coriander Ct., 1115 E Wylie St, 3009 S Ramsey Dr.

4. **Sidewalk Assistance Program: \$ 100,000**

The City offers residents funding assistance in the amount of fifty percent (50%) of the costs for sidewalk repairs completed through the Sidewalk Repair Program.

**5. Sidewalk Condition Assessment: \$ 150,000**

Contract is being finalized for first of its kind sidewalk condition inspection assessments for all sidewalks in the City. This will be a full 1 to 100 rating for all sidewalks using a LIDAR equipped ATV/UTV, where previous assessments were based on footage from the roadway with a Good, Fair, Poor rating.

**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2024-71**

**2024 POLICY PRIORITAZING SIDEWALK REPAIR AND RENOVATION**

WHEREAS, in accordance with Indiana Code § 36-9-6-2, the Board of Public Works (“Board”) is empowered to supervise the streets, alleys, public grounds, and other property of the City of Bloomington (“City”), and is required to keep them in repair and good condition; and,

WHEREAS, the Department of Public Works, Street Division (“Street”) has limited resources dedicated to the repair and maintenance of sidewalks within the City;

WHEREAS, due to budgetary considerations, Street conducted cost-benefit analyses to identify and prioritize for repair and renovation sidewalks within the City limits, which are identified in the staff report, attached as Exhibit A.

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

1. The Board has established a policy for prioritizing sidewalks for repair and renovation based on budgetary considerations and cost-benefit analyses.
2. The sidewalks identified for repair and replacement in Exhibit A shall constitute the Board’s prioritization scheme for 2024.

**ADOPTED THIS 8<sup>th</sup> DAY OF OCTOBER, 2024**  
**BOARD OF PUBLIC WORKS**

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Kyla Cox Deckard, President

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Elizabeth Karon, Vice President

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James Roach, Secretary



# Board of Public Works Claim Register

Invoice Date Range 09/28/24 - 10/11/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>101 - General Fund (S0101)</b>										
Department <b>01 - Animal Shelter</b>										
Program <b>010000 - Main</b>										
Account <b>43430 - Animal Adoption Fees</b>										
Dallas Cook	COOK-090524	01-refund adoption fee-canine-9/5/24	Paid by Check # 79178		10/01/2024	10/01/2024	10/11/2024		10/11/2024	50.00
Kalee Mann	MANN-090524	01-return 1/2 adoption fee canine-9/5/24	Paid by Check # 79180		10/01/2024	10/01/2024	10/11/2024		10/11/2024	40.00
Account <b>43430 - Animal Adoption Fees</b> Totals							Invoice Transactions 2			\$90.00
Account <b>43442 - Equipment Deposits</b>										
Julee Humeniuk	HUMENIUK-092124	01-Returned Trap-refund deposit-9/21/24	Paid by Check # 79179		10/01/2024	10/01/2024	10/11/2024		10/11/2024	40.00
Account <b>43442 - Equipment Deposits</b> Totals							Invoice Transactions 1			\$40.00
Account <b>52110 - Office Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	13NG-FVKJ-7N1F	01 - Book for drone training/ piloting & desk sign	Paid by EFT # 61612		10/01/2024	10/01/2024	10/11/2024		10/11/2024	16.95
6530 - Office Depot, INC	385178187001	01-2 name badges, envelopes	Paid by EFT # 61760		10/01/2024	10/01/2024	10/11/2024		10/11/2024	76.90
Account <b>52110 - Office Supplies</b> Totals							Invoice Transactions 2			\$93.85
Account <b>52210 - Institutional Supplies</b>										
313 - Fastenal Company	INBLM236223	01-Trash bags, paper towels	Paid by EFT # 61683		10/01/2024	10/01/2024	10/11/2024		10/11/2024	230.56
4586 - Hill's Pet Nutrition Sales, INC	250773502	01-Vet prescription food	Paid by EFT # 61706		10/01/2024	10/01/2024	10/11/2024		10/11/2024	172.59
4586 - Hill's Pet Nutrition Sales, INC	250773501	01-Dog, puppy, kitten & cat food	Paid by EFT # 61706		10/01/2024	10/01/2024	10/11/2024		10/11/2024	277.53
4586 - Hill's Pet Nutrition Sales, INC	250703667	01-Dog, puppy, kitten & cat food	Paid by EFT # 61706		10/01/2024	10/01/2024	10/11/2024		10/11/2024	240.77
4574 - John Deere Financial f.s.b. (Rural King)	286833	01-litter-50 40lb bags pellet bedding,	Paid by Check # 79167		10/01/2024	10/01/2024	10/11/2024		10/11/2024	249.50
4549 - Kroger Limited Partnership I	095372	01-Tuna for cats, greens for rabbit food	Paid by Check # 79168		10/01/2024	10/01/2024	10/11/2024		10/11/2024	29.35
4666 - Zoetis, INC	9025227553	01-FELV Test Kits & dog & cat vaccines	Paid by Check # 79177		10/01/2024	10/01/2024	10/11/2024		10/11/2024	1,779.55
Account <b>52210 - Institutional Supplies</b> Totals							Invoice Transactions 7			\$2,979.85
Account <b>52310 - Building Materials and Supplies</b>										
8658 - Kleindorfer's Hardware LLC	788401	01-(3) hose shut off, repair parts	Paid by EFT # 61728		10/01/2024	10/01/2024	10/11/2024		10/11/2024	17.97
453 - ULINE, INC	182396241	01-Drum Dolly	Paid by EFT # 61815		10/01/2024	10/01/2024	10/11/2024		10/11/2024	141.91
Account <b>52310 - Building Materials and Supplies</b> Totals							Invoice Transactions 2			\$159.88
Account <b>52340 - Other Repairs and Maintenance</b>										
313 - Fastenal Company	INBLM236276	01-Towels (wht M-Fold)	Paid by EFT # 61683		10/01/2024	10/01/2024	10/11/2024		10/11/2024	181.80



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<b>Fund 101 - General Fund (S0101)</b>										
Department <b>01 - Animal Shelter</b>										
Program <b>010000 - Main</b>										
Account <b>52340 - Other Repairs and Maintenance</b>										
3560 - First Financial Bank / Credit Cards	3652258	01-Kennel Repair Parts- 28 aluminum triple clamps	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	768.10
8658 - Kleindorfer's Hardware LLC	788322	01-Mouse traps & bait	Paid by EFT # 61728		10/01/2024	10/01/2024	10/11/2024		10/11/2024	12.52
8658 - Kleindorfer's Hardware LLC	788245	01-Product return, mouse bait	Paid by EFT # 61728		10/01/2024	10/01/2024	10/11/2024		10/11/2024	(2.98)
6530 - Office Depot, INC	382413791001	01-Front Desk Office Chair	Paid by EFT # 61760		10/01/2024	10/01/2024	10/11/2024		10/11/2024	579.99
453 - ULINE, INC	182980863	01-3 Eyewash Stations & Ladder	Paid by EFT # 61815		10/01/2024	10/01/2024	10/11/2024		10/11/2024	605.26
Account <b>52340 - Other Repairs and Maintenance</b> Totals								Invoice Transactions	6	\$2,144.69
Account <b>52410 - Books</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	13NG-FVKJ- 7N1F	01 - Book for drone training/ piloting & desk sign	Paid by EFT # 61612		10/01/2024	10/01/2024	10/11/2024		10/11/2024	9.99
Account <b>52410 - Books</b> Totals								Invoice Transactions	1	\$9.99
Account <b>52420 - Other Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1VVK-F7YY- YF4W	01-Stray side printer- toner cartridge	Paid by EFT # 61612		10/01/2024	10/01/2024	10/11/2024		10/11/2024	117.89
Account <b>52420 - Other Supplies</b> Totals								Invoice Transactions	1	\$117.89
Account <b>53130 - Medical</b>										
6529 - BloomingPaws, LLC	724574	01-Exam & wound care-Stevie	Paid by EFT # 61633		10/01/2024	10/01/2024	10/11/2024		10/11/2024	86.40
6529 - BloomingPaws, LLC	723906	01-Hematoma Repair- Tizzy	Paid by EFT # 61633		10/01/2024	10/01/2024	10/11/2024		10/11/2024	605.03
6529 - BloomingPaws, LLC	723819	01-Exam-Tizzy	Paid by EFT # 61633		10/01/2024	10/01/2024	10/11/2024		10/11/2024	52.00
6529 - BloomingPaws, LLC	723803	01-Exam & diagnostics- Tizzy	Paid by EFT # 61633		10/01/2024	10/01/2024	10/11/2024		10/11/2024	80.00
6529 - BloomingPaws, LLC	723728	01-Medical Diagnostics- Sassafras	Paid by EFT # 61633		10/01/2024	10/01/2024	10/11/2024		10/11/2024	285.38
175 - Monroe County Humane Association, INC	48060	01-Spay/Neuter Surgeries-9/17/24	Paid by EFT # 61751		10/01/2024	10/01/2024	10/11/2024		10/11/2024	781.00
Account <b>53130 - Medical</b> Totals								Invoice Transactions	6	\$1,889.81
Account <b>53160 - Instruction</b>										
3560 - First Financial Bank / Credit Cards	200010655	01-Registration- Association Animal Welfare Advancement- Sauders	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	279.00





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<b>Fund 101 - General Fund (S0101)</b>										
Department <b>01 - Animal Shelter</b>										
Program <b>010000 - Main</b>										
Account <b>53160 - Instruction</b>										
3560 - First Financial Bank / Credit Cards	15181	01-Mental Health First Aid Course, D. Carpenter & N. Steury	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	340.00
Account <b>53160 - Instruction</b> Totals										Invoice Transactions 2
										\$619.00
Account <b>53210 - Telephone</b>										
13969 - AT&T Mobility II, LLC	2872974211320924	06-cell phone chgs 08/12-09/11/24-Inv. 287297421132X09192024	Paid by Check # 79144		10/02/2024	10/02/2024	10/02/2024		10/02/2024	41.02
Account <b>53210 - Telephone</b> Totals										Invoice Transactions 1
										\$41.02
Account <b>53220 - Postage</b>										
3560 - First Financial Bank / Credit Cards	1Z9X3V6703998155	01-UPS Store-Board of Health Specimen Shipping 09/18/24	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	14.82
3560 - First Financial Bank / Credit Cards	7022333000002512	01-USPS-certified mail for Animal Control Commission-9/27/24	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	5.58
Account <b>53220 - Postage</b> Totals										Invoice Transactions 2
										\$20.40
Account <b>53310 - Printing</b>										
3892 - Midwest Color Printing, INC	INV-21411	01-250 Business Cards Peffinger	Paid by EFT # 61745		10/01/2024	10/01/2024	10/11/2024		10/11/2024	79.58
8002 - Safeguard Business Systems, INC	9005708082	01-Return Address Envelopes (1,000)	Paid by EFT # 61783		10/01/2024	10/01/2024	10/11/2024		10/11/2024	195.72
Account <b>53310 - Printing</b> Totals										Invoice Transactions 2
										\$275.30
Account <b>53610 - Building Repairs</b>										
321 - Harrell Fish, INC (HFI)	ZW17551	01-SA-Incinerator-Changed ignitor & tightened up connection-5/6	Paid by EFT # 61699		10/01/2024	10/01/2024	10/11/2024		10/11/2024	620.00
Account <b>53610 - Building Repairs</b> Totals										Invoice Transactions 1
										\$620.00
Account <b>53990 - Other Services and Charges</b>										
4045 - Datamars, INC	890300	01-Microchip Registration (1)	Paid by EFT # 61664		10/01/2024	10/01/2024	10/11/2024		10/11/2024	9.99
Account <b>53990 - Other Services and Charges</b> Totals										Invoice Transactions 1
										\$9.99
Program <b>010000 - Main</b> Totals										Invoice Transactions 37
										\$9,111.67
Program <b>010001 - Donations Over \$5K</b>										
Account <b>52210 - Institutional Supplies</b>										
4666 - Zoetis, INC	9025227553	01-FELV Test Kits & dog & cat vaccines	Paid by Check # 79177		10/01/2024	10/01/2024	10/11/2024		10/11/2024	350.00
Account <b>52210 - Institutional Supplies</b> Totals										Invoice Transactions 1
										\$350.00



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<b>Fund 101 - General Fund (S0101)</b>										
Department <b>01 - Animal Shelter</b>										
Program <b>010001 - Donations Over \$5K</b>										
Account <b>53130 - Medical</b>										
6529 - BloomingPaws, LLC	717530	01-Exam & heartworm treatment-Roscoe	Paid by EFT # 61633		10/01/2024	10/01/2024	10/11/2024		10/11/2024	133.26
3376 - Bloomington Pets Alive, INC	2207188	01-Spay/Neuter Surgeries-8/28-9/13/24	Paid by EFT # 61637		10/01/2024	10/01/2024	10/11/2024		10/11/2024	8,516.26
9004 - Public Vet Services INC	091824	01-Spay/Neuter Surgeries-16 cat & 9 dog-9/18/24	Paid by EFT # 61773		10/01/2024	10/01/2024	10/11/2024		10/11/2024	2,790.00
9004 - Public Vet Services INC	082824	01-Spay/Neuter Surgeries-35 cat-8/28/24	Paid by EFT # 61773		10/01/2024	10/01/2024	10/11/2024		10/11/2024	3,150.00
Account <b>53130 - Medical</b> Totals								Invoice Transactions	4	\$14,589.52
Account <b>53160 - Instruction</b>										
3560 - First Financial Bank / Credit Cards	4045	01-Dispatch Essentials Training Course-Ennis/Clendeningitchel/	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	502.40
Account <b>53160 - Instruction</b> Totals								Invoice Transactions	1	\$502.40
Program <b>010001 - Donations Over \$5K</b> Totals								Invoice Transactions	6	\$15,441.92
Department <b>01 - Animal Shelter</b> Totals								Invoice Transactions	43	\$24,553.59
Department <b>02 - Public Works</b>										
Program <b>020000 - Main</b>										
Account <b>52110 - Office Supplies</b>										
6530 - Office Depot, INC	382981294001	02 - monthly desk pad	Paid by EFT # 61760		10/01/2024	10/01/2024	10/11/2024		10/11/2024	13.86
6530 - Office Depot, INC	382981295001	02 - Desk pad, pens, post it pads & note pads for PW	Paid by EFT # 61760		10/01/2024	10/01/2024	10/11/2024		10/11/2024	72.94
Account <b>52110 - Office Supplies</b> Totals								Invoice Transactions	2	\$86.80
Account <b>53160 - Instruction</b>										
3560 - First Financial Bank / Credit Cards	94711850	02-Tobias Leadership Center 20th Anniversary -A. Wason	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	750.00
Account <b>53160 - Instruction</b> Totals								Invoice Transactions	1	\$750.00
Account <b>53230 - Travel</b>										
3560 - First Financial Bank / Credit Cards	839010	02-W Atlanta Downtown Hotel-A. Wason-APWA-GA-9/7-9/9	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	856.61
3560 - First Financial Bank / Credit Cards	6847809	02-Westin Peachtree Hotel-C. Smith-APWA-GA-9/6-9/9	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	1,155.92



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Fund <b>101 - General Fund (S0101)</b>										
Department <b>02 - Public Works</b>										
Program <b>020000 - Main</b>										
Account <b>53230 - Travel</b>										
3560 - First Financial Bank / Credit Cards	6847698	02-Westin Peachtree Hotel-Nickel-APWA-GA-9/6-9/9	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	1,139.64
3560 - First Financial Bank / Credit Cards	AirportPark9/10	02-Indy Airport Parking-A. Wason-APWA Conf-GA	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	36.00
2820 - Nathan Nickel	APWA-9.2024	02-travel reimb-per diem/pkg/luggage-2024 PW Expo-GA-9/6-9/10	Paid by EFT # 61759		10/01/2024	10/01/2024	10/11/2024		10/11/2024	381.00
9061 - Christina L Smith	APWA-9.2024	02-travel reimb-per diem/pkg/luggage-2024 PW Expo-GA-9/6-9/10	Paid by EFT # 61792		10/01/2024	10/01/2024	10/11/2024		10/11/2024	381.00
2659 - Adam Wason	APWA-9.2024	02-travel reimb-per diem/Uber-2024 PW Expo-GA-9/6-9/10	Paid by EFT # 61826		10/01/2024	10/01/2024	10/11/2024		10/11/2024	238.91
					Account <b>53230 - Travel</b> Totals			Invoice Transactions 7		\$4,189.08
Account <b>53990 - Other Services and Charges</b>										
7239 - Azteca Systems Holdings, LLC	INV9138	02-Implementation-Asset Mgmt. Cityworks Software-Fac-9/17-9/18	Paid by EFT # 61618		10/01/2024	10/01/2024	10/11/2024		10/11/2024	5,200.00
3560 - First Financial Bank / Credit Cards	Crewcarwash9/15	02-Carwash Expense for City Vehicle-9/15/24	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	24.00
3892 - Midwest Color Printing, INC	INV-21410	02-250 Business Cards-Miranda Beaver	Paid by EFT # 61745		10/01/2024	10/01/2024	10/11/2024		10/11/2024	79.58
					Account <b>53990 - Other Services and Charges</b> Totals			Invoice Transactions 3		\$5,303.58
					Program <b>020000 - Main</b> Totals			Invoice Transactions 13		\$10,329.46
					Department <b>02 - Public Works</b> Totals			Invoice Transactions 13		\$10,329.46
Department <b>03 - City Clerk</b>										
Program <b>030000 - Main</b>										
Account <b>52420 - Other Supplies</b>										
3404 - J.R. Watkins & Family, INC (Signs Now-Abracadabra)	16974	03-plaque-Council Chambers-Deputy Council admin-Williamson	Paid by EFT # 61716		10/01/2024	10/01/2024	10/11/2024		10/11/2024	53.00
6530 - Office Depot, INC	385666463001	03-disinfecting wipes	Paid by EFT # 61760		10/01/2024	10/01/2024	10/11/2024		10/11/2024	7.92
					Account <b>52420 - Other Supplies</b> Totals			Invoice Transactions 2		\$60.92



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Fund <b>101 - General Fund (S0101)</b>										
Department <b>03 - City Clerk</b>										
Program <b>030000 - Main</b>										
Account <b>53160 - Instruction</b>										
3560 - First Financial Bank / Credit Cards	156324712	03-LGBTG Victory Institute conference- Bolden-12/5-12/7	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	200.00
					Account <b>53160 - Instruction</b> Totals			Invoice Transactions 1		\$200.00
Account <b>53210 - Telephone</b>										
13969 - AT&T Mobility II, LLC	2872974211320924	06-cell phone chgs 08/12-09/11/24-Inv. 287297421132X09192024	Paid by Check # 79144		10/02/2024	10/02/2024	10/02/2024		10/02/2024	164.08
					Account <b>53210 - Telephone</b> Totals			Invoice Transactions 1		\$164.08
Account <b>53310 - Printing</b>										
6309 - CivicPlus, LLC	311370	03-Online Code Hosting services 10/1/24 - 9/30/25	Paid by EFT # 61654		10/01/2024	10/01/2024	10/11/2024		10/11/2024	210.00
					Account <b>53310 - Printing</b> Totals			Invoice Transactions 1		\$210.00
Account <b>53910 - Dues and Subscriptions</b>										
5461 - Nicole Bolden	80394585	03-12 month subscription to Grammarly Inc.	Paid by EFT # 61640		10/01/2024	10/01/2024	10/11/2024		10/11/2024	144.00
3560 - First Financial Bank / Credit Cards	CD3389EA-0003	03-Otter AI subscription-9/22/24-9/22/25	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	99.99
3560 - First Financial Bank / Credit Cards	G-S6819801420	03-Indy Star subscription 1 month digital subscription	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	19.99
					Account <b>53910 - Dues and Subscriptions</b> Totals			Invoice Transactions 3		\$263.98
					Program <b>030000 - Main</b> Totals			Invoice Transactions 8		\$898.98
					Department <b>03 - City Clerk</b> Totals			Invoice Transactions 8		\$898.98
Department <b>04 - Economic &amp; Sustainable Dev</b>										
Program <b>040000 - Main</b>										
Account <b>52420 - Other Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1R1L-R6TM-RT4F	04: Canopy Weight Sandbags	Paid by EFT # 61612		10/01/2024	10/01/2024	10/11/2024		10/11/2024	12.95
3892 - Midwest Color Printing, INC	INV-21409	04: J. Perry Business Cards - 250	Paid by EFT # 61745		10/01/2024	10/01/2024	10/11/2024		10/11/2024	79.58
					Account <b>52420 - Other Supplies</b> Totals			Invoice Transactions 2		\$92.53



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Fund <b>101 - General Fund (S0101)</b>										
Department <b>04 - Economic &amp; Sustainable Dev</b>										
Program <b>040000 - Main</b>										
Account <b>53210 - Telephone</b>										
13969 - AT&T Mobility II, LLC	2872974211320 924	06-cell phone chgs 08/12-09/11/24-Inv. 287297421132X091920 24	Paid by Check # 79144		10/02/2024	10/02/2024	10/02/2024		10/02/2024	82.04
					Account <b>53210 - Telephone</b> Totals		Invoice Transactions 1			<u>\$82.04</u>
Account <b>53910 - Dues and Subscriptions</b>										
3560 - First Financial Bank / Credit Cards	19740931	04- Mailchimp monthly Sept 2024	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	45.00
3560 - First Financial Bank / Credit Cards	TRINV- 25925671	04- Trello subscription - add'l user 9/5/24- 7/8/25	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	100.27
					Account <b>53910 - Dues and Subscriptions</b> Totals		Invoice Transactions 2			<u>\$145.27</u>
Account <b>53960 - Grants</b>										
504 - Housing Authority Of The City of Bloomington (BHA)	GRANT-9-11- 2024	04 - Early Childhood Center Grant 2019	Paid by EFT # 61709		10/01/2024	10/01/2024	10/11/2024		10/11/2024	100,000.00
					Account <b>53960 - Grants</b> Totals		Invoice Transactions 1			<u>\$100,000.00</u>
Account <b>53990 - Other Services and Charges</b>										
7532 - Christina Elem	020	04: Consulting Services for public art-Aug 2024	Paid by EFT # 61676		10/01/2024	10/01/2024	10/11/2024		10/11/2024	1,280.00
					Account <b>53990 - Other Services and Charges</b> Totals		Invoice Transactions 1			<u>\$1,280.00</u>
					Program <b>040000 - Main</b> Totals		Invoice Transactions 7			<u>\$101,599.84</u>
Program <b>04CRED - ESD CRED</b>										
Account <b>53960 - Grants</b>										
7158 - James Beck (BadkneesTs)	1445	04: 2-side print toes for 2024 Earth Day (150)	Paid by EFT # 61624		10/01/2024	10/01/2024	10/11/2024		10/11/2024	1,125.00
3404 - J.R. Watkins & Family, INC (Signs Now-Abracadabra)	16976	04: A-frame inserts and hand-bills for GoBloomington	Paid by EFT # 61716		10/01/2024	10/01/2024	10/11/2024		10/11/2024	117.45
9230 - Retail Strategies, LLC	168-64C	04: Agreement for Small Business Virtual Training-7/10/24	Paid by EFT # 61778		10/01/2024	10/01/2024	10/11/2024		10/11/2024	50,000.00
					Account <b>53960 - Grants</b> Totals		Invoice Transactions 3			<u>\$51,242.45</u>
					Program <b>04CRED - ESD CRED</b> Totals		Invoice Transactions 3			<u>\$51,242.45</u>
Program <b>04TECH - Trades Tech Center</b>										
Account <b>53990 - Other Services and Charges</b>										
5149 - E&B Paving, INC	E&BTECHCTR- APP 4	04-Paving for Tech Center-App 4-Inv #30058863	Paid by EFT # 61670		10/01/2024	10/01/2024	10/11/2024		10/11/2024	276,231.54





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Fund <b>101 - General Fund (S0101)</b>										
Department <b>04 - Economic &amp; Sustainable Dev</b>										
Program <b>04TECH - Trades Tech Center</b>										
Account <b>53990 - Other Services and Charges</b>										
9150 - Multicraft Fire LLC	1762	04-Trades District Tech Ctr-Fire Protection-Pay App 7	Paid by EFT # 61754		10/01/2024	10/01/2024	10/11/2024		10/11/2024	2,707.50
595 - Weddle Bros Construction Co., INC	106820	04-Trades District Tech Ctr Management - Pay App #14	Paid by EFT # 61827		10/01/2024	10/01/2024	10/11/2024		10/11/2024	25,500.00
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions	3		\$304,439.04
Program <b>04TECH - Trades Tech Center</b> Totals							Invoice Transactions	3		\$304,439.04
Department <b>04 - Economic &amp; Sustainable Dev</b> Totals							Invoice Transactions	13		\$457,281.33
Department <b>05 - Common Council</b>										
Program <b>050000 - Main</b>										
Account <b>53210 - Telephone</b>										
13969 - AT&T Mobility II, LLC	2872974211320 924	06-cell phone chgs 08/12-09/11/24-Inv. 287297421132X091920 24	Paid by Check # 79144		10/02/2024	10/02/2024	10/02/2024		10/02/2024	41.02
Account <b>53210 - Telephone</b> Totals							Invoice Transactions	1		\$41.02
Program <b>050000 - Main</b> Totals							Invoice Transactions	1		\$41.02
Department <b>05 - Common Council</b> Totals							Invoice Transactions	1		\$41.02
Department <b>06 - Controller's Office</b>										
Program <b>060000 - Main</b>										
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b>										
50587 - Barnes & Thornburg LLP	3301782	06-July 2024 Legal services-Sudbury/Summit Housing Development	Paid by EFT # 61620		10/01/2024	10/01/2024	10/11/2024		10/11/2024	615.00
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals							Invoice Transactions	1		\$615.00
Program <b>060000 - Main</b> Totals							Invoice Transactions	1		\$615.00
Department <b>06 - Controller's Office</b> Totals							Invoice Transactions	1		\$615.00
Department <b>07 - Engineering</b>										
Program <b>070000 - Main</b>										
Account <b>52110 - Office Supplies</b>										
6530 - Office Depot, INC	375726565001	07-Calculator	Paid by EFT # 61760		10/01/2024	10/01/2024	10/11/2024		10/11/2024	12.59
Account <b>52110 - Office Supplies</b> Totals							Invoice Transactions	1		\$12.59
Account <b>52420 - Other Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1KDQ-W3DL-RWKT	07-Portable Laptop Stand for Andrew Cibor	Paid by EFT # 61612		10/01/2024	10/01/2024	10/11/2024		10/11/2024	32.99
Account <b>52420 - Other Supplies</b> Totals							Invoice Transactions	1		\$32.99



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<b>Fund 101 - General Fund (S0101)</b>										
Department <b>07 - Engineering</b>										
Program <b>070000 - Main</b>										
Account <b>53210 - Telephone</b>										
13969 - AT&T Mobility II, LLC	2872974211320 924	06-cell phone chgs 08/12-09/11/24-Inv. 287297421132X091920 24	Paid by Check # 79144		10/02/2024	10/02/2024	10/02/2024		10/02/2024	933.47
Account <b>53210 - Telephone</b> Totals									Invoice Transactions 1	<u>\$933.47</u>
Account <b>53830 - Bank Charges</b>										
18844 - First Financial Bank, N.A.	EPLBF-AUG 24	06-EPL Bank Fees P&T/ENG/HAND-Aug 2024 Paid in Sept 2024	Paid by EFT # 61593		09/30/2024	09/30/2024	09/30/2024		09/30/2024	147.53
Account <b>53830 - Bank Charges</b> Totals									Invoice Transactions 1	<u>\$147.53</u>
Account <b>53910 - Dues and Subscriptions</b>										
3560 - First Financial Bank / Credit Cards	1000539255	07-Autodesk Subscription-9/17/24- 9/16/25	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	300.00
3560 - First Financial Bank / Credit Cards	1089312	07-doxpop Subscription Access to Public Records 9/13/24	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	33.75
53442 - Paragon Micro, INC	S5175144	07-Bluebeam subscription renewal (6)-8/23/24-8/23/25	Paid by EFT # 61766		10/01/2024	10/01/2024	10/11/2024		10/11/2024	1,979.94
Account <b>53910 - Dues and Subscriptions</b> Totals									Invoice Transactions 3	<u>\$2,313.69</u>
Program <b>070000 - Main</b> Totals									Invoice Transactions 7	<u>\$3,440.27</u>
Department <b>07 - Engineering</b> Totals									Invoice Transactions 7	<u>\$3,440.27</u>
Department <b>09 - CFRD</b>										
Program <b>090000 - Main</b>										
Account <b>52110 - Office Supplies</b>										
3560 - First Financial Bank / Credit Cards	2424718780078 255	09-Target-Markers for CFRD Programs & Events	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	2.12
Account <b>52110 - Office Supplies</b> Totals									Invoice Transactions 1	<u>\$2.12</u>
Account <b>52420 - Other Supplies</b>										
3560 - First Financial Bank / Credit Cards	761488	09-Kleindorfers-Painter Tape-Decorating in Switchyard Pavilion	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	11.99
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 1	<u>\$11.99</u>



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<b>Fund 101 - General Fund (S0101)</b>										
Department <b>09 - CFRD</b>										
Program <b>090000 - Main</b>										
Account <b>53210 - Telephone</b>										
13969 - AT&T Mobility II, LLC	2872974211320 924	06-cell phone chgs 08/12-09/11/24-Inv. 287297421132X091920 24	Paid by Check # 79144		10/02/2024	10/02/2024	10/02/2024		10/02/2024	164.08
Account <b>53210 - Telephone</b> Totals								Invoice Transactions 1		\$164.08
Account <b>53910 - Dues and Subscriptions</b>										
3560 - First Financial Bank / Credit Cards	9.27.24	09-Constant Contact Monthly Subscription Payment-September 2024	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	157.00
Account <b>53910 - Dues and Subscriptions</b> Totals								Invoice Transactions 1		\$157.00
Account <b>53960 - Grants</b>										
205 - City Of Bloomington	10031 092324	09-CFRD Sponsorship of CCA Gather 'round the Table 2024	Paid by Check # 79158		10/01/2024	10/01/2024	10/11/2024		10/11/2024	500.00
Account <b>53960 - Grants</b> Totals								Invoice Transactions 1		\$500.00
Account <b>53990 - Other Services and Charges</b>										
3560 - First Financial Bank / Credit Cards	091824 28	09-Blgtn Dry Cleaners- Dry Cleaning-2 Event Table Cloths-9/18	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	54.28
Account <b>53990 - Other Services and Charges</b> Totals								Invoice Transactions 1		\$54.28
Program <b>090000 - Main</b> Totals								Invoice Transactions 6		\$889.47
Department <b>09 - CFRD</b> Totals								Invoice Transactions 6		\$889.47
Department <b>10 - Legal</b>										
Program <b>100000 - Main</b>										
Account <b>52410 - Books</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1HV1-93FM-VNW3	10- Robert's Rules of Order - Heather Lacy	Paid by EFT # 61612		10/01/2024	10/01/2024	10/11/2024		10/11/2024	13.59
Account <b>52410 - Books</b> Totals								Invoice Transactions 1		\$13.59
Account <b>53160 - Instruction</b>										
19660 - Bose McKinney & Evans, LLP	12007M	10-Labor & Employment Seminar- Rice/Kassamanian/Pratt /Brittingham	Paid by EFT # 61642		10/01/2024	10/01/2024	10/11/2024		10/11/2024	396.00
3560 - First Financial Bank / Credit Cards	NB17364	10-National Business Insitiute Land Use Seminar-Lacy	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	778.00
Account <b>53160 - Instruction</b> Totals								Invoice Transactions 2		\$1,174.00



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Fund <b>101 - General Fund (S0101)</b>										
Department <b>10 - Legal</b>										
Program <b>100000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
3560 - First Financial Bank / Credit Cards	16747277	10-DoxPop Subscription 9/3/24- 12/2/24-searches-6/3- 9/3/24	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	160.65
Account <b>53990 - Other Services and Charges</b> Totals								Invoice Transactions	1	\$160.65
Program <b>100000 - Main</b> Totals								Invoice Transactions	4	\$1,348.24
Program <b>101000 - Human Rights</b>										
Account <b>53910 - Dues and Subscriptions</b>										
3560 - First Financial Bank / Credit Cards	187540002	10-attorney state registration fees-8 attorneys	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	1,440.00
Account <b>53910 - Dues and Subscriptions</b> Totals								Invoice Transactions	1	\$1,440.00
Program <b>101000 - Human Rights</b> Totals								Invoice Transactions	1	\$1,440.00
Department <b>10 - Legal</b> Totals								Invoice Transactions	5	\$2,788.24
Department <b>11 - Mayor's Office</b>										
Program <b>110000 - Main</b>										
Account <b>52420 - Other Supplies</b>										
651 - Engraving & Stamp Center, INC	47598	11-Name Plates (7) for OOTM Directory Board	Paid by EFT # 61678		10/01/2024	10/01/2024	10/11/2024		10/11/2024	103.00
651 - Engraving & Stamp Center, INC	47599	11-Stamp for Processing and Pay & Close POs	Paid by EFT # 61678		10/01/2024	10/01/2024	10/11/2024		10/11/2024	41.50
3560 - First Financial Bank / Credit Cards	80085951	11-Grammarly Subscription 12 month	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	67.86
Account <b>52420 - Other Supplies</b> Totals								Invoice Transactions	3	\$212.36
Account <b>53210 - Telephone</b>										
13969 - AT&T Mobility II, LLC	2872874302160 924	06-cell phone chgs 08/12-09/11/24-Inv. 287287430216X091920 24	Paid by Check # 79143		10/02/2024	10/02/2024	10/02/2024		10/02/2024	239.72
Account <b>53210 - Telephone</b> Totals								Invoice Transactions	1	\$239.72
Account <b>53910 - Dues and Subscriptions</b>										
3560 - First Financial Bank / Credit Cards	SIB-1950064	11-Brevo Subscription 08.30.24-09.30.24	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	181.00



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Fund <b>101 - General Fund (S0101)</b>										
Department <b>11 - Mayor's Office</b>										
Program <b>110000 - Main</b>										
Account <b>53910 - Dues and Subscriptions</b>										
3560 - First Financial Bank / Credit Cards	16758727	11-Lucid Monthly Subscription 09/06/24-10/06/24	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	9.95
Account <b>53910 - Dues and Subscriptions</b> Totals							Invoice Transactions 2			\$190.95
Program <b>110000 - Main</b> Totals							Invoice Transactions 6			\$643.03
Department <b>11 - Mayor's Office</b> Totals							Invoice Transactions 6			\$643.03
Department <b>12 - Human Resources</b>										
Program <b>120000 - Main</b>										
Account <b>53210 - Telephone</b>										
13969 - AT&T Mobility II, LLC	2872974211320924	06-cell phone chgs 08/12-09/11/24-Inv. 287297421132X09192024	Paid by Check # 79144		10/02/2024	10/02/2024	10/02/2024		10/02/2024	94.10
Account <b>53210 - Telephone</b> Totals							Invoice Transactions 1			\$94.10
Account <b>53220 - Postage</b>										
3560 - First Financial Bank / Credit Cards	ER127947008US	12-USPS-Postage overnight Unemployment check-9/27/24	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	30.45
Account <b>53220 - Postage</b> Totals							Invoice Transactions 1			\$30.45
Account <b>53230 - Travel</b>										
8799 - Stephen Anthony Johnson	TNCARFAIR-9.2024	12-travel reimb-per diem/fuel-Career Fair-TN-9/19-9/21	Paid by EFT # 61724		10/01/2024	10/01/2024	10/11/2024		10/11/2024	1,250.39
Account <b>53230 - Travel</b> Totals							Invoice Transactions 1			\$1,250.39
Account <b>53910 - Dues and Subscriptions</b>										
3560 - First Financial Bank / Credit Cards	INV-436243-V4F6M	12-K Scales PHR HRCI recertification	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	169.00
3560 - First Financial Bank / Credit Cards	CS2390846	12-K Scales SHRM Membership Renewal	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	264.00
3560 - First Financial Bank / Credit Cards	SO3613315	12-C Mevis SHRM Membership Renewal	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	264.00
Account <b>53910 - Dues and Subscriptions</b> Totals							Invoice Transactions 3			\$697.00





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<b>Fund 101 - General Fund (S0101)</b>										
Department <b>12 - Human Resources</b>										
Program <b>120000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
9148 - Office Easel LLC	117476A	12-36" Economy Table Runner-employee luncheon	Paid by EFT # 61761		10/01/2024	10/01/2024	10/11/2024		10/11/2024	95.68
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions	1		\$95.68
Program <b>120000 - Main</b> Totals							Invoice Transactions	7		\$2,167.62
Department <b>12 - Human Resources</b> Totals							Invoice Transactions	7		\$2,167.62
Department <b>13 - Planning</b>										
Program <b>130000 - Main</b>										
Account <b>43310 - Application Fee</b>										
Elle Spier	SPIER-091724	13-Refund Planning varince fee	Paid by Check # 79181		10/01/2024	10/01/2024	10/11/2024		10/11/2024	50.00
Account <b>43310 - Application Fee</b> Totals							Invoice Transactions	1		\$50.00
Account <b>52110 - Office Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1GWC-JD9H-HW9H	13- Hard hard, vest, notebooks, pens, monitor clip	Paid by EFT # 61612		10/01/2024	10/01/2024	10/11/2024		10/11/2024	66.37
Account <b>52110 - Office Supplies</b> Totals							Invoice Transactions	1		\$66.37
Account <b>53210 - Telephone</b>										
13969 - AT&T Mobility II, LLC	2872974211320 924	06-cell phone chgs 08/12-09/11/24-Inv. 287297421132X091920 24	Paid by Check # 79144		10/02/2024	10/02/2024	10/02/2024		10/02/2024	369.18
Account <b>53210 - Telephone</b> Totals							Invoice Transactions	1		\$369.18
Account <b>53230 - Travel</b>										
3560 - First Financial Bank / Credit Cards	IQECOS	13-Airfare-K Pazos & H Duncan -TRB Annual Mtg-WA DC-1/4-1/11/25	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	445.90
3560 - First Financial Bank / Credit Cards	GET7318637	13-Shuttle Transp to Indy Airport-Karina P & Hank D-1/4/25	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	69.60
Account <b>53230 - Travel</b> Totals							Invoice Transactions	2		\$515.50
Account <b>53830 - Bank Charges</b>										
18844 - First Financial Bank, N.A.	EPLBF-AUG 24	06-EPL Bank Fees P&T/ENG/HAND-Aug 2024 Paid in Sept 2024	Paid by EFT # 61593		09/30/2024	09/30/2024	09/30/2024		09/30/2024	148.56
Account <b>53830 - Bank Charges</b> Totals							Invoice Transactions	1		\$148.56



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Fund <b>101 - General Fund (S0101)</b>										
Department <b>13 - Planning</b>										
Program <b>130000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
1103 - American Planning Association, Indiana Chapter	00169	13-OKI (OH, KY, IN) 2024 Planning Reg-J Brown	Paid by EFT # 61614		10/01/2024	10/01/2024	10/11/2024		10/11/2024	400.00
1103 - American Planning Association, Indiana Chapter	00168	13-OKI (OH, KY, IN) 2024 Planning Reg-G. Holbrow	Paid by EFT # 61614		10/01/2024	10/01/2024	10/11/2024		10/11/2024	450.00
6235 - Toole Design Group, LLC	CMH.00196_14	13- Safe Streets and Roads for All Action Plan thru 08/30/24	Paid by EFT # 61811		10/01/2024	10/01/2024	10/11/2024		10/11/2024	4,277.91
6235 - Toole Design Group, LLC	CMH.00168_18	13-Corridor Study-College & Walnut-45/46 Bypass to Allen-8/30/24	Paid by EFT # 61811		10/01/2024	10/01/2024	10/11/2024		10/11/2024	9,508.15
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions 4		<div></div> \$14,636.06	
Program <b>130000 - Main</b> Totals							Invoice Transactions 10		<div></div> \$15,785.67	
Program <b>132000 - MPO</b>										
Account <b>53160 - Instruction</b>										
3560 - First Financial Bank / Credit Cards	3477973	13- APA Membership Renewal for Gabriel Holbrow	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	366.00
3560 - First Financial Bank / Credit Cards	30340491E	13-MPO Conf Registration Indy- Katie Gandhi	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	153.00
Account <b>53160 - Instruction</b> Totals							Invoice Transactions 2		<div></div> \$519.00	
Program <b>132000 - MPO</b> Totals							Invoice Transactions 2		<div></div> \$519.00	
Department <b>13 - Planning</b> Totals							Invoice Transactions 12		<div></div> \$16,304.67	
Department <b>19 - Facilities Maintenance</b>										
Program <b>190000 - Main</b>										
Account <b>52210 - Institutional Supplies</b>										
651 - Engraving & Stamp Center, INC	47799	19 - nameplates for Council and Public Works offices	Paid by EFT # 61678		10/01/2024	10/01/2024	10/11/2024		10/11/2024	78.91
Account <b>52210 - Institutional Supplies</b> Totals							Invoice Transactions 1		<div></div> \$78.91	
Account <b>52310 - Building Materials and Supplies</b>										
8658 - Kleindorfer's Hardware LLC	788181	19 - Food Waste Disposal	Paid by EFT # 61728		10/01/2024	10/01/2024	10/11/2024		10/11/2024	128.99
8658 - Kleindorfer's Hardware LLC	789397	19 - vegetation control, D batteries, screws, pails, blades, etc	Paid by EFT # 61728		10/01/2024	10/01/2024	10/11/2024		10/11/2024	282.42



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Fund <b>101 - General Fund (S0101)</b>										
Department <b>19 - Facilities Maintenance</b>										
Program <b>190000 - Main</b>										
Account <b>52310 - Building Materials and Supplies</b>										
8658 - Kleindorfer's Hardware LLC	790854	19 - Dawn soap and brillo pads	Paid by EFT # 61728		10/01/2024	10/01/2024	10/11/2024		10/11/2024	26.97
Account <b>52310 - Building Materials and Supplies</b> Totals									Invoice Transactions 3	\$438.38
Account <b>52430 - Uniforms and Tools</b>										
4574 - John Deere Financial f.s.b. (Rural King)	287319	19-Water, Rags, Drum liners & Charm for Brighten B-Town	Paid by Check # 79167		10/01/2024	10/01/2024	10/11/2024		10/11/2024	114.59
19171 - Vestis Group, INC (FKA Aramark)	4080145784	19- Uniform pant for R. Flake-9/12/24	Paid by EFT # 61819		10/01/2024	10/01/2024	10/11/2024		10/11/2024	14.20
19171 - Vestis Group, INC (FKA Aramark)	4080146880	19- Uniform pant for R. Flake-9/19/24	Paid by EFT # 61819		10/01/2024	10/01/2024	10/11/2024		10/11/2024	14.20
Account <b>52430 - Uniforms and Tools</b> Totals									Invoice Transactions 3	\$142.99
Account <b>53140 - Exterminator Services</b>										
51538 - Economy Termite & Pest Control, INC	63149	19-monthly pest control-Counsel - 9/20/24	Paid by EFT # 61673		10/01/2024	10/01/2024	10/11/2024		10/11/2024	75.00
Account <b>53140 - Exterminator Services</b> Totals									Invoice Transactions 1	\$75.00
Account <b>53610 - Building Repairs</b>										
321 - Harrell Fish, INC (HFI)	C016589	19-SA City Hall quarterly planned maintenance-Sept 2024	Paid by EFT # 61699		10/01/2024	10/01/2024	10/11/2024		10/11/2024	2,088.00
392 - Koorsen Fire & Security, INC	IN00764364	19 - SA City Hall Annual Fire Extinguisher Inspection	Paid by EFT # 61730		10/01/2024	10/01/2024	10/11/2024		10/11/2024	114.25
5534 - Presidio Holdings, INC	6023424004030	19 - repair card access control system in Mayor's office	Paid by EFT # 61771		10/01/2024	10/01/2024	10/11/2024		10/11/2024	1,400.00
7474 - Tecta America Corp (B & L Sheet Metal & Roofing)	2075570	19-SA-City Hall repair leak in Legal dept- 3/26/24	Paid by EFT # 61805		10/01/2024	10/01/2024	10/11/2024		10/11/2024	896.58
Account <b>53610 - Building Repairs</b> Totals									Invoice Transactions 4	\$4,498.83
Program <b>190000 - Main</b> Totals									Invoice Transactions 12	\$5,234.11
Department <b>19 - Facilities Maintenance</b> Totals									Invoice Transactions 12	\$5,234.11



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>										
Department <b>26 - Parking</b>										
Program <b>26CRED - PARKING CRED</b>										
Account <b>54510 - Other Capital Outlays</b>										
6378 - ANN-KRISS, LLC	2160-91024	26-Installed splitter HVAC line at Walnut Garage	Paid by EFT # 61615		10/01/2024	10/01/2024	10/11/2024		10/11/2024	2,870.00
6378 - ANN-KRISS, LLC	092024	26-Walnut St Garage-storm drain removal/install PVC drain lines	Paid by EFT # 61615		10/01/2024	10/01/2024	10/11/2024		10/11/2024	17,000.00
3397 - Evens Time, INC	40642-1	26-Second & final payment for card reader software upgrade-7/30	Paid by EFT # 61680		10/01/2024	10/01/2024	10/11/2024		10/11/2024	19,189.53
Account <b>54510 - Other Capital Outlays</b> Totals							Invoice Transactions	3		\$39,059.53
Program <b>26CRED - PARKING CRED</b> Totals							Invoice Transactions	3		\$39,059.53
Department <b>26 - Parking</b> Totals							Invoice Transactions	3		\$39,059.53
Department <b>28 - ITS</b>										
Program <b>280000 - Main</b>										
Account <b>52110 - Office Supplies</b>										
6530 - Office Depot, INC	380341356001	28-Copy Paper Supply and Paper Towels & Tissues	Paid by EFT # 61760		10/01/2024	10/01/2024	10/11/2024		10/11/2024	384.00
Account <b>52110 - Office Supplies</b> Totals							Invoice Transactions	1		\$384.00
Account <b>52420 - Other Supplies</b>										
6530 - Office Depot, INC	380341356001	28-Copy Paper Supply and Paper Towels & Tissues	Paid by EFT # 61760		10/01/2024	10/01/2024	10/11/2024		10/11/2024	33.91
6530 - Office Depot, INC	383755490001	28-Batteries & Steno Pads	Paid by EFT # 61760		10/01/2024	10/01/2024	10/11/2024		10/11/2024	13.74
Account <b>52420 - Other Supplies</b> Totals							Invoice Transactions	2		\$47.65
Account <b>53210 - Telephone</b>										
13969 - AT&T Mobility II, LLC	2872974211320924	06-cell phone chgs 08/12-09/11/24-Inv. 287297421132X09192024	Paid by Check # 79144		10/02/2024	10/02/2024	10/02/2024		10/02/2024	119.50
Account <b>53210 - Telephone</b> Totals							Invoice Transactions	1		\$119.50
Account <b>53910 - Dues and Subscriptions</b>										
3560 - First Financial Bank / Credit Cards	8755F40-0007	28-Airtable - Subscription -8/26/24-2/23/25	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	345.73
3560 - First Financial Bank / Credit Cards	1832721437	28-Amazon Web Services - August 2024	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	.41



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<b>Fund 101 - General Fund (S0101)</b>										
Department <b>28 - ITS</b>										
Program <b>280000 - Main</b>										
Account <b>53910 - Dues and Subscriptions</b>										
3560 - First Financial Bank / Credit Cards	ram319qq	28-BlueSky - Zoom Timer Subscription 09/04/24	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	89.95
3560 - First Financial Bank / Credit Cards	P14lr4IM	28-Google - Website & Application APIs & Dom-Aug & Sept 2024	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	229.42
3560 - First Financial Bank / Credit Cards	149598943	28-SquareSpace Website Subscription 09/29/24-09/29/25	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	12.00
3560 - First Financial Bank / Credit Cards	CC72C925-0048	28- Submittable - Application Sub Software 09/27/24-10/27/24	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	119.00
3560 - First Financial Bank / Credit Cards	INV273756772	28- Zoom - Subscriptions & Storage Fees 09/20/24-10/19/24	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	430.00
3560 - First Financial Bank / Credit Cards	090324	28- HT Newspaper Subscription, 3 month sub ending 12/03/24	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	35.97
Account <b>53910 - Dues and Subscriptions</b> Totals									Invoice Transactions 8	\$1,262.48
Account <b>53950 - Landfill</b>										
6753 - Technology Recyclers, LLC	4783	28- Removal and Recycling Two TVs	Paid by EFT # 61804		10/01/2024	10/01/2024	10/11/2024		10/11/2024	20.00
Account <b>53950 - Landfill</b> Totals									Invoice Transactions 1	\$20.00
Program <b>280000 - Main</b> Totals									Invoice Transactions 13	\$1,833.63
Department <b>28 - ITS</b> Totals									Invoice Transactions 13	\$1,833.63
<b>Fund 101 - General Fund (S0101)</b> Totals									Invoice Transactions 150	\$566,079.95
<b>Fund 103 - Restricted Donations(ord 05-17)</b>										
Department <b>06 - Controller's Office</b>										
Program <b>400101 - Animal Medical Services</b>										
Account <b>53130 - Medical</b>										
6529 - BloomingPaws, LLC	721087	01-Spay/Neuter rabbit-Luna	Paid by EFT # 61633		10/01/2024	10/01/2024	10/11/2024		10/11/2024	143.50
6529 - BloomingPaws, LLC	721078	01-Spay/Neuter-Nadja	Paid by EFT # 61633		10/01/2024	10/01/2024	10/11/2024		10/11/2024	123.12
6529 - BloomingPaws, LLC	717530	01-Exam & heartworm treatment-Roscoe	Paid by EFT # 61633		10/01/2024	10/01/2024	10/11/2024		10/11/2024	75.42
6529 - BloomingPaws, LLC	721073	01-Spay & diagnostics-Merlin	Paid by EFT # 61633		10/01/2024	10/01/2024	10/11/2024		10/11/2024	317.77





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Fund <b>103 - Restricted Donations(ord 05-17)</b>										
Department <b>06 - Controller's Office</b>										
Program <b>400101 - Animal Medical Services</b>										
Account <b>53130 - Medical</b>										
6529 - BloomingPaws, LLC	723746	01-Xrays & exam-Nuzzle	Paid by EFT # 61633		10/01/2024	10/01/2024	10/11/2024		10/11/2024	100.00
6529 - BloomingPaws, LLC	723574	01-Exam-McNugget	Paid by EFT # 61633		10/01/2024	10/01/2024	10/11/2024		10/11/2024	52.00
6529 - BloomingPaws, LLC	723537	01-Xrays & exam-McNugget	Paid by EFT # 61633		10/01/2024	10/01/2024	10/11/2024		10/11/2024	413.60
6529 - BloomingPaws, LLC	722545	01-Pet Enema Administered-Stewart	Paid by EFT # 61633		10/01/2024	10/01/2024	10/11/2024		10/11/2024	21.00
6529 - BloomingPaws, LLC	721491	01-Recheck & pain meds-Elf	Paid by EFT # 61633		10/01/2024	10/01/2024	10/11/2024		10/11/2024	38.26
6529 - BloomingPaws, LLC	721103	01-Amputation surgery-Elf	Paid by EFT # 61633		10/01/2024	10/01/2024	10/11/2024		10/11/2024	820.92
6529 - BloomingPaws, LLC	719150	01-Vet Exam-Bryn	Paid by EFT # 61633		10/01/2024	10/01/2024	10/11/2024		10/11/2024	40.00
Account <b>53130 - Medical</b> Totals								Invoice Transactions	11	\$2,145.59
Program <b>400101 - Animal Medical Services</b> Totals								Invoice Transactions	11	\$2,145.59
Program <b>400102 - Animal Supplies</b>										
Account <b>52210 - Institutional Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	13NG-FVKJ-7N1F	01 - Book for drone training/ piloting & desk sign	Paid by EFT # 61612		10/01/2024	10/01/2024	10/11/2024		10/11/2024	9.58
4633 - Midwest Veterinary Supply, INC	23240144-100	01-Dermatophyte plates, antiparasitics meds, syringes	Paid by EFT # 61746		10/01/2024	10/01/2024	10/11/2024		10/11/2024	1,108.07
4633 - Midwest Veterinary Supply, INC	23240144-050	01-Nebulizer parts	Paid by EFT # 61746		10/01/2024	10/01/2024	10/11/2024		10/11/2024	29.55
4633 - Midwest Veterinary Supply, INC	23200769-050	01-vinyl exam gloves (M/L/XL), syringes	Paid by EFT # 61746		10/01/2024	10/01/2024	10/11/2024		10/11/2024	431.13
4633 - Midwest Veterinary Supply, INC	23200769-000	01-Antibiotics, needles & syringes	Paid by EFT # 61746		10/01/2024	10/01/2024	10/11/2024		10/11/2024	135.81
4633 - Midwest Veterinary Supply, INC	23176177-150	01-vinyl exam gloves (L)	Paid by EFT # 61746		10/01/2024	10/01/2024	10/11/2024		10/11/2024	26.60
4633 - Midwest Veterinary Supply, INC	23176177-100	01-Antibiotics, supportive medication	Paid by EFT # 61746		10/01/2024	10/01/2024	10/11/2024		10/11/2024	962.36
4633 - Midwest Veterinary Supply, INC	23176177-050	01-Lactulose	Paid by EFT # 61746		10/01/2024	10/01/2024	10/11/2024		10/11/2024	72.03
4633 - Midwest Veterinary Supply, INC	23125687-150	01-vinyl exam gloves (L), fluids, syringes	Paid by EFT # 61746		10/01/2024	10/01/2024	10/11/2024		10/11/2024	328.50
4633 - Midwest Veterinary Supply, INC	23125687-050	01-Milk replacer	Paid by EFT # 61746		10/01/2024	10/01/2024	10/11/2024		10/11/2024	154.09
Account <b>52210 - Institutional Supplies</b> Totals								Invoice Transactions	10	\$3,257.72
Program <b>400102 - Animal Supplies</b> Totals								Invoice Transactions	10	\$3,257.72



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<b>Fund 103 - Restricted Donations(ord 05-17)</b>										
Department <b>06 - Controller's Office</b> Totals								Invoice Transactions	21	\$5,403.31
Fund <b>103 - Restricted Donations(ord 05-17)</b> Totals								Invoice Transactions	21	\$5,403.31
<b>Fund 152 - Food &amp; Beverage Tax(\$9509)</b>										
Department <b>06 - Controller's Office</b>										
Program <b>060000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
9279 - Monroe County Capital Improvement Board (CIB)	CONVCTR-8.2024	06-City's portion Convention Center Proj-July 2024	Paid by EFT # 61750		10/01/2024	10/01/2024	10/11/2024		10/11/2024	43,024.52
9279 - Monroe County Capital Improvement Board (CIB)	CONVCTR-9.2024	06-City's portion Convention Center Proj-August 2024	Paid by EFT # 61750		10/01/2024	10/01/2024	10/11/2024		10/11/2024	35,230.37
8305 - Schmidt Associates, INC	2018-067.MCC-1	06- Architectural Design of the Convention Center-Aug 2024	Paid by EFT # 61787		10/01/2024	10/01/2024	10/11/2024		10/11/2024	286,854.84
Account <b>53990 - Other Services and Charges</b> Totals								Invoice Transactions	3	\$365,109.73
Program <b>060000 - Main</b> Totals								Invoice Transactions	3	\$365,109.73
Department <b>06 - Controller's Office</b> Totals								Invoice Transactions	3	\$365,109.73
Fund <b>152 - Food &amp; Beverage Tax(\$9509)</b> Totals								Invoice Transactions	3	\$365,109.73
<b>Fund 153 - LIT – Economic Development</b>										
Department <b>04 - Economic &amp; Sustainable Dev</b>										
Program <b>040000 - Main</b>										
Account <b>53960 - Grants</b>										
8122 - Canopybloomington, INC	006-W	04: Tree Tender Program expenses-training/employment 7/8-8/2/24	Paid by EFT # 61648		10/01/2024	10/01/2024	10/11/2024		10/11/2024	4,384.50
8122 - Canopybloomington, INC	005-M	04: Tree Tender Program expenses-pruner sharpening, snacks	Paid by EFT # 61648		10/01/2024	10/01/2024	10/11/2024		10/11/2024	80.23
8122 - Canopybloomington, INC	005-W	04: Tree Tender Program expenses-training/employment 6/3-6/28/24	Paid by EFT # 61648		10/01/2024	10/01/2024	10/11/2024		10/11/2024	5,843.52
8122 - Canopybloomington, INC	006-M	04: Tree Tender Program expenses-pruners, pole pruner, spigot k	Paid by EFT # 61648		10/01/2024	10/01/2024	10/11/2024		10/11/2024	492.88
8122 - Canopybloomington, INC	GRANT-9-20-24	04: Cool Corridors Creation Grant	Paid by EFT # 61648		10/01/2024	10/01/2024	10/11/2024		10/11/2024	50,000.00



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<b>Fund 153 - LIT – Economic Development</b>										
Department <b>04 - Economic &amp; Sustainable Dev</b>										
Program <b>040000 - Main</b>										
Account <b>53960 - Grants</b>										
6714 - Dimension Mill, INC	EDLITGRANT-2024	04: ED-LIT Grant for Supporting Various Programs	Paid by EFT # 61668		10/01/2024	10/01/2024	10/11/2024		10/11/2024	125,000.00
9063 - Donovan Energy	2445	4- Municipal Energy Efficiency & Decarbon Project Mgmt 03/24	Paid by EFT # 61669		10/01/2024	10/01/2024	10/11/2024		10/11/2024	615.70
9063 - Donovan Energy	2472	04: Municipal Energy Efficiency and Decarbonization Project Mgmt	Paid by EFT # 61669		10/01/2024	10/01/2024	10/11/2024		10/11/2024	5,863.75
786 - Richard's Small Engine, INC	559596	04-2 230iB Blower Bare Tools	Paid by EFT # 61779		10/01/2024	10/01/2024	10/11/2024		10/11/2024	311.98
Account <b>53960 - Grants</b> Totals							Invoice Transactions	9		\$192,592.56
Program <b>040000 - Main</b> Totals							Invoice Transactions	9		\$192,592.56
Department <b>04 - Economic &amp; Sustainable Dev</b> Totals							Invoice Transactions	9		\$192,592.56
Department <b>19 - Facilities Maintenance</b>										
Program <b>190000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
421 - Centerstone Of Indiana, INC	BPW0824	19-Brighten B-Town-DPW Partnership- Aug 2024	Paid by EFT # 61651		10/01/2024	10/01/2024	10/11/2024		10/11/2024	31,564.89
421 - Centerstone Of Indiana, INC	BPW0724	19-Brighten B-Town-DPW Partnership- July 2024	Paid by EFT # 61651		10/01/2024	10/01/2024	10/11/2024		10/11/2024	30,831.42
421 - Centerstone Of Indiana, INC	BPWV0724	19-Brighten B-Town-June/July 2024 monthly van lease w/Curry C&R	Paid by EFT # 61651		10/01/2024	10/01/2024	10/11/2024		10/11/2024	1,298.00
421 - Centerstone Of Indiana, INC	BPWV0824	19-Brighten B-Town-Aug 2024 monthly van lease w/Curry C&	Paid by EFT # 61651		10/01/2024	10/01/2024	10/11/2024		10/11/2024	649.00
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions	4		\$64,343.31
Program <b>190000 - Main</b> Totals							Invoice Transactions	4		\$64,343.31
Department <b>19 - Facilities Maintenance</b> Totals							Invoice Transactions	4		\$64,343.31
Fund <b>153 - LIT – Economic Development</b> Totals							Invoice Transactions	13		\$256,935.87



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Fund <b>312 - Community Services</b>										
Department <b>09 - CFRD</b>										
Program <b>090014 - Latino Programs</b>										
Account <b>52420 - Other Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	16J9-X36K-43G6	09-Gift Bags and Tissue Paper for Fiesta 2024 Participating Org	Paid by EFT # 61612		10/01/2024	10/01/2024	10/11/2024		10/11/2024	24.97
3560 - First Financial Bank / Credit Cards	9011I3000300E5	09-Party City-Balloons-Fiesta del Otono 2024 Decorations-9/20	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	29.19
Account <b>52420 - Other Supplies</b> Totals							Invoice Transactions 2			\$54.16
Program <b>090014 - Latino Programs</b> Totals							Invoice Transactions 2			\$54.16
Program <b>090016 - Com Serv - Safe &amp; Civil</b>										
Account <b>52420 - Other Supplies</b>										
3560 - First Financial Bank / Credit Cards	9011I2H003006F	09-Party City-Helium Tank-Black y Brown 2024 Balloon Decor-9/13	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	49.99
Account <b>52420 - Other Supplies</b> Totals							Invoice Transactions 1			\$49.99
Account <b>53990 - Other Services and Charges</b>										
3560 - First Financial Bank / Credit Cards	1DEEBBC5-0045	09-Safe & Civil City Jotform-Acct 1-mosss-9/25-10/25/24	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	19.00
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions 1			\$19.00
Program <b>090016 - Com Serv - Safe &amp; Civil</b> Totals							Invoice Transactions 2			\$68.99
Department <b>09 - CFRD</b> Totals							Invoice Transactions 4			\$123.15
Fund <b>312 - Community Services</b> Totals							Invoice Transactions 4			\$123.15
Fund <b>401 - Non-Reverting Telecom (\$1146)</b>										
Department <b>25 - Telecommunications</b>										
Program <b>256000 - Services</b>										
Account <b>53150 - Communications Contract</b>										
4170 - Comcast Cable Communications, INC	1190914670092324	28-3550 N. Kinser Cascades Clubhouse-09/27/24-10/26/24	Paid by Check # 79145		10/02/2024	10/02/2024	10/02/2024		10/02/2024	110.35
Account <b>53150 - Communications Contract</b> Totals							Invoice Transactions 1			\$110.35
Account <b>54450 - Equipment</b>										
53442 - Paragon Micro, INC	S5166150	28-Dell Lap top for J. Herhusky-Schneider	Paid by EFT # 61766		10/01/2024	10/01/2024	10/11/2024		10/11/2024	2,129.99
53442 - Paragon Micro, INC	S5173639	28-(100) MFA Tokens	Paid by EFT # 61766		10/01/2024	10/01/2024	10/11/2024		10/11/2024	1,199.00



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<b>Fund 401 - Non-Reverting Telecom (S1146)</b>										
Department <b>25 - Telecommunications</b>										
Program <b>256000 - Services</b>										
Account <b>54450 - Equipment</b>										
53442 - Paragon Micro, INC	S5174974	28-(2) IPads, ITS Loaner IPads	Paid by EFT # 61766		10/01/2024	10/01/2024	10/11/2024		10/11/2024	1,365.96
Account <b>54450 - Equipment</b> Totals							Invoice Transactions	3		\$4,694.95
Program <b>256000 - Services</b> Totals							Invoice Transactions	4		\$4,805.30
Department <b>25 - Telecommunications</b> Totals							Invoice Transactions	4		\$4,805.30
Fund <b>401 - Non-Reverting Telecom (S1146)</b> Totals							Invoice Transactions	4		\$4,805.30
<b>Fund 450 - Local Road and Street(S0706)</b>										
Department <b>20 - Street</b>										
Program <b>200000 - Main</b>										
Account <b>53520 - Street Lights / Traffic Signals</b>										
223 - Duke Energy	02-SL09.24.24-01	02-Street Light (Misc Lights)-08/16/24- 09/16/24	Paid by Check # 79148		10/02/2024	10/02/2024	10/02/2024		10/02/2024	8.73
223 - Duke Energy	02-SL09.27.24-01	02-Street Light (Misc Lights)-08/22/24- 09/19/24	Paid by Check # 79149		10/02/2024	10/02/2024	10/02/2024		10/02/2024	74.35
223 - Duke Energy	02-SL09.27.24-07	02-Street Light (Misc Lights)-08/23/24- 09/20/24	Paid by Check # 79150		10/02/2024	10/02/2024	10/02/2024		10/02/2024	485.93
Account <b>53520 - Street Lights / Traffic Signals</b> Totals							Invoice Transactions	3		\$569.01
Program <b>200000 - Main</b> Totals							Invoice Transactions	3		\$569.01
Department <b>20 - Street</b> Totals							Invoice Transactions	3		\$569.01
Fund <b>450 - Local Road and Street(S0706)</b> Totals							Invoice Transactions	3		\$569.01
<b>Fund 451 - Motor Vehicle Highway(S0708)</b>										
Department <b>20 - Street</b>										
Program <b>200000 - Main</b>										
Account <b>52340 - Other Repairs and Maintenance</b>										
294 - All-Phase Electric Supply, INC	0740-1024482	20-Silicone sealant for traffic cabinet	Paid by EFT # 61611		10/01/2024	10/01/2024	10/11/2024		10/11/2024	30.08
480 - Proveli, LLC ( Hall Signs, INC)	105027	20-Sign Supplies - Medium 5/16" Corner bolts	Paid by EFT # 61772		10/01/2024	10/01/2024	10/11/2024		10/11/2024	225.00
Account <b>52340 - Other Repairs and Maintenance</b> Totals							Invoice Transactions	2		\$255.08





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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 451 - Motor Vehicle Highway(S0708)</b>										
Department <b>20 - Street</b>										
Program <b>200000 - Main</b>										
Account <b>52420 - Other Supplies</b>										
409 - Black Lumber Co. INC	585186	20-(30) treated boards for Thorton St, building repair	Paid by EFT # 61628		10/01/2024	10/01/2024	10/11/2024		10/11/2024	225.60
8153 - The Hill and Griffith Company	352763	20-Grifcote 55 gal for sidewalks	Paid by EFT # 61807		10/01/2024	10/01/2024	10/11/2024		10/11/2024	667.25
Account <b>52420 - Other Supplies</b> Totals Invoice Transactions 2										<u>\$892.85</u>
Account <b>53210 - Telephone</b>										
13969 - AT&T Mobility II, LLC	2872974211320924	06-cell phone chgs 08/12-09/11/24-Inv. 287297421132X09192024	Paid by Check # 79144		10/02/2024	10/02/2024	10/02/2024		10/02/2024	364.14
Account <b>53210 - Telephone</b> Totals Invoice Transactions 1										<u>\$364.14</u>
Account <b>53220 - Postage</b>										
3560 - First Financial Bank / Credit Cards	1Z9X3V6703984276	20-UPS Store-Ground Shipping for MMU Tester-9/3/24	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	49.21
Account <b>53220 - Postage</b> Totals Invoice Transactions 1										<u>\$49.21</u>
Account <b>53630 - Machinery and Equipment Repairs</b>										
50944 - Cargill Deicing Techno	2909998243	20-Maintenance Agreement for Brine Machine	Paid by EFT # 61649		10/01/2024	10/01/2024	10/11/2024		10/11/2024	3,125.00
Account <b>53630 - Machinery and Equipment Repairs</b> Totals Invoice Transactions 1										<u>\$3,125.00</u>
Program <b>200000 - Main</b> Totals Invoice Transactions 7										<u>\$4,686.28</u>
Department <b>20 - Street</b> Totals Invoice Transactions 7										<u>\$4,686.28</u>
Fund <b>451 - Motor Vehicle Highway(S0708)</b> Totals Invoice Transactions 7										<u>\$4,686.28</u>
<b>Fund 452 - Parking Facilities(S9502)</b>										
Department <b>26 - Parking</b>										
Program <b>260000 - Main</b>										
Account <b>52210 - Institutional Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1GYK-6N4J-76QR	26-dry erase markers, liquid absorb, syringe containers	Paid by EFT # 61612		10/01/2024	10/01/2024	10/11/2024		10/11/2024	164.81
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1MXC-X43M-JQ3Y	26-returned items - wrong dry erase markers	Paid by EFT # 61612		10/01/2024	10/01/2024	10/11/2024		10/11/2024	(7.57)
Account <b>52210 - Institutional Supplies</b> Totals Invoice Transactions 2										<u>\$157.24</u>



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Fund <b>452 - Parking Facilities(S9502)</b>										
Department <b>26 - Parking</b>										
Program <b>260000 - Main</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	9101205747430924	15-Trades Garage-489 W. 10th-elec chgs 08/22/24-09/19/24	Edit		10/09/2024	10/09/2024	10/09/2024			342.04
Account <b>53510 - Electrical Services</b> Totals							Invoice Transactions 1			\$342.04
Account <b>53610 - Building Repairs</b>										
321 - Harrell Fish, INC (HFI)	C016555	26-backflow testing for 4th st garage-7/11/24	Paid by EFT # 61699		10/01/2024	10/01/2024	10/11/2024		10/11/2024	180.00
1537 - Indiana Door & Hardware Specialties, INC	1261AA	26-keys new cores with copies for 4th and Trades Garages	Paid by Check # 79165		10/01/2024	10/01/2024	10/11/2024		10/11/2024	440.00
Account <b>53610 - Building Repairs</b> Totals							Invoice Transactions 2			\$620.00
Account <b>53640 - Hardware and Software Maintenance</b>										
5976 - EV Connect, INC	INV7923	26-EV Connect cloud sub-Garage EV stations-6/1/24-5/31/25	Paid by EFT # 61679		10/01/2024	10/01/2024	10/11/2024		10/11/2024	3,711.40
Account <b>53640 - Hardware and Software Maintenance</b> Totals							Invoice Transactions 1			\$3,711.40
Account <b>53830 - Bank Charges</b>										
18844 - First Financial Bank, N.A.	PKGGARBF-AUG 24	26-Parking Garages-Bank Fees-Aug 2024 Paid in Sept 2024	Paid by EFT # 61596		09/30/2024	09/30/2024	09/30/2024		09/30/2024	3,963.98
Account <b>53830 - Bank Charges</b> Totals							Invoice Transactions 1			\$3,963.98
Account <b>53840 - Lease Payments</b>										
512 - 7th & Walnut , LLC	RENT-NOV 2024	26-Walnut St Garage-garage rent November 2024	Paid by EFT # 61603		10/01/2024	10/01/2024	10/11/2024		10/11/2024	17,824.79
3887 - Mercury Development Group, LLC	317	26-Morton St Garage-garage rent November 2024	Paid by EFT # 61743		10/01/2024	10/01/2024	10/11/2024		10/11/2024	41,706.45
Account <b>53840 - Lease Payments</b> Totals							Invoice Transactions 2			\$59,531.24
Program <b>260000 - Main</b> Totals							Invoice Transactions 9			\$68,325.90
Department <b>26 - Parking</b> Totals							Invoice Transactions 9			\$68,325.90
Fund <b>452 - Parking Facilities(S9502)</b> Totals							Invoice Transactions 9			\$68,325.90



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<b>Fund 454 - Alternative Transport(S6301)</b>										
Department <b>05 - Common Council</b>										
Program <b>050000 - Main</b>										
Account <b>54310 - Improvements Other Than Building</b>										
5999 - The Etica Group, INC	0240039.00-5	07-Dunn St Sidewalk (17th to 18th) PE 08/01/24-08/31/24	Paid by EFT # 61806		10/01/2024	10/01/2024	10/11/2024		10/11/2024	1,759.50
Account <b>54310 - Improvements Other Than Building</b> Totals							Invoice Transactions	1		\$1,759.50
Program <b>050000 - Main</b> Totals							Invoice Transactions	1		\$1,759.50
Department <b>05 - Common Council</b> Totals							Invoice Transactions	1		\$1,759.50
Department <b>07 - Engineering</b>										
Program <b>070000 - Main</b>										
Account <b>53110 - Engineering and Architectural</b>										
5999 - The Etica Group, INC	0230124.00-6	07-Downtown Curb Ramps Ph IV 08/01/24-08/31/24	Paid by EFT # 61806		10/01/2024	10/01/2024	10/11/2024		10/11/2024	18,958.15
5409 - VS Engineering, INC	536408	07-Crosswalk Ph2 (PE) 07/31/24	Paid by EFT # 61823		10/01/2024	10/01/2024	10/11/2024		10/11/2024	5,410.00
Account <b>53110 - Engineering and Architectural</b> Totals							Invoice Transactions	2		\$24,368.15
Account <b>54310 - Improvements Other Than Building</b>										
5999 - The Etica Group, INC	0230240.00-39	07-Neighborhood Greenway (PE) 08/01/24-08/31/24	Paid by EFT # 61806		10/01/2024	10/01/2024	10/11/2024		10/11/2024	7,638.36
Account <b>54310 - Improvements Other Than Building</b> Totals							Invoice Transactions	1		\$7,638.36
Program <b>070000 - Main</b> Totals							Invoice Transactions	3		\$32,006.51
Department <b>07 - Engineering</b> Totals							Invoice Transactions	3		\$32,006.51
Department <b>26 - Parking</b>										
Program <b>260000 - Main</b>										
Account <b>52110 - Office Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1QNY-1TYX-NXFK	26-Return iPhone cases for J. Miles and S. McCarter	Paid by EFT # 61612		10/01/2024	10/01/2024	10/11/2024		10/11/2024	(17.26)
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	133W-4WWT-MQRX	26-parking office refrigerator filters - school crossing signs	Paid by EFT # 61612		10/01/2024	10/01/2024	10/11/2024		10/11/2024	9.99
Account <b>52110 - Office Supplies</b> Totals							Invoice Transactions	2		(\$7.27)
Account <b>52430 - Uniforms and Tools</b>										
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	18965	26-Pkg Officers-jacket, shirts, shorts, caps	Paid by EFT # 61602		10/01/2024	10/01/2024	10/11/2024		10/11/2024	70.00
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	19745	26-10 Enforcement hats for parking officers	Paid by EFT # 61602		10/01/2024	10/01/2024	10/11/2024		10/11/2024	30.00
Account <b>52430 - Uniforms and Tools</b> Totals							Invoice Transactions	2		\$100.00



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<b>Fund 454 - Alternative Transport(S6301)</b>										
Department <b>26 - Parking</b>										
Program <b>260000 - Main</b>										
Account <b>53310 - Printing</b>										
50680 - Biller Press & Manufacturing, INC	BP-9204	26-10,000 envelopes for parking tickets	Paid by EFT # 61627		10/01/2024	10/01/2024	10/11/2024		10/11/2024	286.00
4524 - Paper Solutions, INC (Partek Solutions)	28349	26-ticket stock for parking services	Paid by EFT # 61764		10/01/2024	10/01/2024	10/11/2024		10/11/2024	1,067.40
Account <b>53310 - Printing</b> Totals								Invoice Transactions	2	\$1,353.40
Program <b>260000 - Main</b> Totals								Invoice Transactions	6	\$1,446.13
Department <b>26 - Parking</b> Totals								Invoice Transactions	6	\$1,446.13
Fund <b>454 - Alternative Transport(S6301)</b> Totals								Invoice Transactions	10	\$35,212.14
<b>Fund 455 - Parking Meter Fund(S2141)</b>										
Department <b>26 - Parking</b>										
Program <b>260000 - Main</b>										
Account <b>52110 - Office Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	133W-4WWT-MQRX	26-parking office refrigerator filters - school crossing signs	Paid by EFT # 61612		10/01/2024	10/01/2024	10/11/2024		10/11/2024	40.00
Account <b>52110 - Office Supplies</b> Totals								Invoice Transactions	1	\$40.00
Account <b>52340 - Other Repairs and Maintenance</b>										
4264 - IPS Group, INC	INV100416	26-parts, (3) MS1 Main Operating Board for parking kiosk's-8/7	Paid by EFT # 61714		10/01/2024	10/01/2024	10/11/2024		10/11/2024	2,850.00
Account <b>52340 - Other Repairs and Maintenance</b> Totals								Invoice Transactions	1	\$2,850.00
Account <b>52420 - Other Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1J4G-GFJY-76GV	26-fruit fly trap refills for parking services offices	Paid by EFT # 61612		10/01/2024	10/01/2024	10/11/2024		10/11/2024	23.99
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1R1F-XPKY-66PN	26-laminating pouches for parking services	Paid by EFT # 61612		10/01/2024	10/01/2024	10/11/2024		10/11/2024	24.63
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1QNY-1TYX-NXFK	26-Return iPhone cases for J. Miles and S. McCarter	Paid by EFT # 61612		10/01/2024	10/01/2024	10/11/2024		10/11/2024	(17.26)
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	133W-4WWT-MQRX	26-parking office refrigerator filters - school crossing signs	Paid by EFT # 61612		10/01/2024	10/01/2024	10/11/2024		10/11/2024	294.75
8658 - Kleindorfer's Hardware LLC	788499	26-Fly & knat traps for parking services department	Paid by EFT # 61728		10/01/2024	10/01/2024	10/11/2024		10/11/2024	6.79
Account <b>52420 - Other Supplies</b> Totals								Invoice Transactions	5	\$332.90
Account <b>52430 - Uniforms and Tools</b>										
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	18965	26-Pkg Officers-jacket, shirts, shorts, caps	Paid by EFT # 61602		10/01/2024	10/01/2024	10/11/2024		10/11/2024	280.00



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Fund <b>455 - Parking Meter Fund(S2141)</b>										
Department <b>26 - Parking</b>										
Program <b>260000 - Main</b>										
Account <b>52430 - Uniforms and Tools</b>										
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	19745	26-10 Enforcement hats for parking officers	Paid by EFT # 61602		10/01/2024	10/01/2024	10/11/2024		10/11/2024	120.00
Account <b>52430 - Uniforms and Tools</b> Totals Invoice Transactions 2										<u>\$400.00</u>
Account <b>53210 - Telephone</b>										
13969 - AT&T Mobility II, LLC	2872974211320 924	06-cell phone chgs 08/12-09/11/24-Inv. 287297421132X091920 24	Paid by Check # 79144		10/02/2024	10/02/2024	10/02/2024		10/02/2024	123.06
Account <b>53210 - Telephone</b> Totals Invoice Transactions 1										<u>\$123.06</u>
Account <b>53240 - Freight / Other</b>										
4264 - IPS Group, INC	INV100416	26-parts, (3) MS1 Main Operating Board for parking kiosk's-8/7	Paid by EFT # 61714		10/01/2024	10/01/2024	10/11/2024		10/11/2024	36.47
4524 - Paper Solutions, INC (Partek Solutions)	28349	26-ticket stock for parking services	Paid by EFT # 61764		10/01/2024	10/01/2024	10/11/2024		10/11/2024	93.47
Account <b>53240 - Freight / Other</b> Totals Invoice Transactions 2										<u>\$129.94</u>
Account <b>53310 - Printing</b>										
50680 - Biller Press & Manufacturing, INC	BP-9204	26-10,000 envelopes for parking tickets	Paid by EFT # 61627		10/01/2024	10/01/2024	10/11/2024		10/11/2024	1,144.00
651 - Engraving & Stamp Center, INC	47600	26-Ink for parking office stamps	Paid by EFT # 61678		10/01/2024	10/01/2024	10/11/2024		10/11/2024	15.00
4524 - Paper Solutions, INC (Partek Solutions)	28349	26-ticket stock for parking services	Paid by EFT # 61764		10/01/2024	10/01/2024	10/11/2024		10/11/2024	4,269.60
3989 - Ricoh USA, INC	1098781498	26-training for printer technician- Parking copier	Paid by EFT # 61780		10/01/2024	10/01/2024	10/11/2024		10/11/2024	600.00
Account <b>53310 - Printing</b> Totals Invoice Transactions 4										<u>\$6,028.60</u>
Account <b>53830 - Bank Charges</b>										
18844 - First Financial Bank, N.A.	PKGMRBF-AUG 24	26-Parking Meters Bank Fees-Aug 2024 Paid in Sept 2024	Paid by EFT # 61594		09/30/2024	09/30/2024	09/30/2024		09/30/2024	6,591.12
18844 - First Financial Bank, N.A.	PKGWEBBF-AUG 24	26-Parking Web-Bank Fees-Aug 2024 Paid in Sept 2024	Paid by EFT # 61595		09/30/2024	09/30/2024	09/30/2024		09/30/2024	9,114.35
Account <b>53830 - Bank Charges</b> Totals Invoice Transactions 2										<u>\$15,705.47</u>
Account <b>53990 - Other Services and Charges</b>										
244 - Bloomington Ford, INC	6223429	26-fix left side mirror damage to parking unit 241	Paid by EFT # 61636		10/01/2024	10/01/2024	10/11/2024		10/11/2024	493.25





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<b>Fund 455 - Parking Meter Fund(S2141)</b>										
Department <b>26 - Parking</b>										
Program <b>260000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
7439 - Lori Heaton (Rick's Towing)	2357	26- Fee for a mistaken tow - Audi WM Scalon- 9/12/24	Paid by EFT # 61701		10/01/2024	10/01/2024	10/11/2024		10/11/2024	160.00
4443 - The Sherwin Williams Company	5562-7	26-yellow curb paint for 300 & 400 S Faculty, 300 & 400 Eagleso	Paid by EFT # 61808		10/01/2024	10/01/2024	10/11/2024		10/11/2024	259.90
4443 - The Sherwin Williams Company	5730-0	26-yellow curb paint for Henderson, Park, 7th and Dunn St.	Paid by EFT # 61808		10/01/2024	10/01/2024	10/11/2024		10/11/2024	259.90
4443 - The Sherwin Williams Company	6069-2	26-yellow curb paint for 1st & Allen & Hillside, College	Paid by EFT # 61808		10/01/2024	10/01/2024	10/11/2024		10/11/2024	267.59
4443 - The Sherwin Williams Company	6122-9	26-red paint for new fire station curbs at 4th and Lincoln	Paid by EFT # 61808		10/01/2024	10/01/2024	10/11/2024		10/11/2024	112.83
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions	6		\$1,553.47
Program <b>260000 - Main</b> Totals							Invoice Transactions	24		\$27,163.44
Department <b>26 - Parking</b> Totals							Invoice Transactions	24		\$27,163.44
Fund <b>455 - Parking Meter Fund(S2141)</b> Totals							Invoice Transactions	24		\$27,163.44
<b>Fund 601 - Cumulative Capital Devlp(S2391)</b>										
Department <b>02 - Public Works</b>										
Program <b>020000 - Main</b>										
Account <b>52330 - Street , Alley, and Sewer Material</b>										
5149 - E&B Paving, INC	30059204	20-Tac Oil for Paving 8/8/24	Paid by EFT # 61670		10/01/2024	10/01/2024	10/11/2024		10/11/2024	1,635.30
5149 - E&B Paving, INC	30059757	20-Tac Oil for Paving 8/29/24	Paid by EFT # 61670		10/01/2024	10/01/2024	10/11/2024		10/11/2024	1,708.26
5149 - E&B Paving, INC	30059904	20-Tac Oil for Paving 9/5/24	Paid by EFT # 61670		10/01/2024	10/01/2024	10/11/2024		10/11/2024	976.45
5149 - E&B Paving, INC	30060100	20-Asphalt for patching on College 09/11/24	Paid by EFT # 61670		10/01/2024	10/01/2024	10/11/2024		10/11/2024	189.81
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals							Invoice Transactions	4		\$4,509.82
Program <b>020000 - Main</b> Totals							Invoice Transactions	4		\$4,509.82
Department <b>02 - Public Works</b> Totals							Invoice Transactions	4		\$4,509.82



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Fund <b>601 - Cumulative Capital Devlp(S2391)</b>										
Department <b>07 - Engineering</b>										
Program <b>070000 - Main</b>										
Account <b>54310 - Improvements Other Than Building</b>										
249 - Crider And Crider, INC	CRIDMRSPK-RETAIN	07-Moores Pk/SE Park (CN)-release Board held retainage	Paid by EFT # 61662		10/01/2024	10/01/2024	10/11/2024		10/11/2024	7,189.48
Account <b>54310 - Improvements Other Than Building</b> Totals							Invoice Transactions 1			\$7,189.48
Program <b>070000 - Main</b> Totals							Invoice Transactions 1			\$7,189.48
Department <b>07 - Engineering</b> Totals							Invoice Transactions 1			\$7,189.48
Fund <b>601 - Cumulative Capital Devlp(S2391)</b> Totals							Invoice Transactions 5			\$11,699.30
Fund <b>730 - Solid Waste (S6401)</b>										
Department <b>16 - Sanitation</b>										
Program <b>160000 - Main</b>										
Account <b>52420 - Other Supplies</b>										
409 - Black Lumber Co. INC	584628	16-Makita grease gun	Paid by EFT # 61628		10/01/2024	10/01/2024	10/11/2024		10/11/2024	259.97
Account <b>52420 - Other Supplies</b> Totals							Invoice Transactions 1			\$259.97
Account <b>53210 - Telephone</b>										
13969 - AT&T Mobility II, LLC	2872974211320924	06-cell phone chgs 08/12-09/11/24-Inv. 287297421132X09192024	Paid by Check # 79144		10/02/2024	10/02/2024	10/02/2024		10/02/2024	419.36
Account <b>53210 - Telephone</b> Totals							Invoice Transactions 1			\$419.36
Account <b>53920 - Laundry and Other Sanitation Services</b>										
19171 - Vestis Group, INC (FKA Aramark)	4080099191	16-Mat Services - 11/29/2023	Paid by EFT # 61819		10/01/2024	10/01/2024	10/11/2024		10/11/2024	26.76
19171 - Vestis Group, INC (FKA Aramark)	4080117523	16-uniform rental (minus payroll ded)- 03/20/2024	Paid by EFT # 61819		10/01/2024	10/01/2024	10/11/2024		10/11/2024	6.01
19171 - Vestis Group, INC (FKA Aramark)	4080122050	16-uniform rental (minus payroll ded)- 04/17/2024	Paid by EFT # 61819		10/01/2024	10/01/2024	10/11/2024		10/11/2024	6.48
19171 - Vestis Group, INC (FKA Aramark)	4080146615	16-Mat Services - 09/18/2024	Paid by EFT # 61819		10/01/2024	10/01/2024	10/11/2024		10/11/2024	29.68
19171 - Vestis Group, INC (FKA Aramark)	4080147710	16-uniform rental (minus payroll ded)- 09/25/2024	Paid by EFT # 61819		10/01/2024	10/01/2024	10/11/2024		10/11/2024	6.48
19171 - Vestis Group, INC (FKA Aramark)	4080146614	16-uniform rental (minus payroll ded)- 09/18/2024	Paid by EFT # 61819		10/01/2024	10/01/2024	10/11/2024		10/11/2024	6.48
19171 - Vestis Group, INC (FKA Aramark)	4080145521	16-Mat Services - 09/11/2024	Paid by EFT # 61819		10/01/2024	10/01/2024	10/11/2024		10/11/2024	29.68



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<b>Fund 730 - Solid Waste (S6401)</b>										
Department <b>16 - Sanitation</b>										
Program <b>160000 - Main</b>										
Account <b>53920 - Laundry and Other Sanitation Services</b>										
19171 - Vestis Group, INC (FKA Aramark)	4080145520	16-uniform rental (minus payroll ded)-09/11/2024	Paid by EFT # 61819		10/01/2024	10/01/2024	10/11/2024		10/11/2024	6.48
19171 - Vestis Group, INC (FKA Aramark)	4080136719	16-Mat Services - 07/17/2024	Paid by EFT # 61819		10/01/2024	10/01/2024	10/11/2024		10/11/2024	29.70
19171 - Vestis Group, INC (FKA Aramark)	4080132208	16-Mat Services - 06/19/2024	Paid by EFT # 61819		10/01/2024	10/01/2024	10/11/2024		10/11/2024	29.70
19171 - Vestis Group, INC (FKA Aramark)	4080135605	16-Mat Services - 07/10/2024	Paid by EFT # 61819		10/01/2024	10/01/2024	10/11/2024		10/11/2024	18.50
19171 - Vestis Group, INC (FKA Aramark)	4080132207	16-uniform rental (minus payroll ded)-06/19/2024	Paid by EFT # 61819		10/01/2024	10/01/2024	10/11/2024		10/11/2024	6.48
19171 - Vestis Group, INC (FKA Aramark)	4080147711	16-Mat Services - 09/25/2024	Paid by EFT # 61819		10/01/2024	10/01/2024	10/11/2024		10/11/2024	29.68
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals								Invoice Transactions	13	\$232.11
Account <b>53950 - Landfill</b>										
52226 - Hoosier Transfer Station-3140	3140-000023495	16-recycling fees-09/02-09/12/24	Paid by EFT # 61708		10/01/2024	10/01/2024	10/11/2024		10/11/2024	857.00
52226 - Hoosier Transfer Station-3140	3140-000023490	16-trash disposal fees-09/2-09/14/24	Paid by EFT # 61708		10/01/2024	10/01/2024	10/11/2024		10/11/2024	13,317.53
Account <b>53950 - Landfill</b> Totals								Invoice Transactions	2	\$14,174.53
Program <b>160000 - Main</b> Totals								Invoice Transactions	17	\$15,085.97
Department <b>16 - Sanitation</b> Totals								Invoice Transactions	17	\$15,085.97
Fund <b>730 - Solid Waste (S6401)</b> Totals								Invoice Transactions	17	\$15,085.97
<b>Fund 800 - Risk Management(S0203)</b>										
Department <b>10 - Legal</b>										
Program <b>100000 - Main</b>										
Account <b>52430 - Uniforms and Tools</b>										
453 - ULINE, INC	181064539	10- Igloo Cooler for Camp Cleanups	Paid by EFT # 61815		10/01/2024	10/01/2024	10/11/2024		10/11/2024	86.05
Account <b>52430 - Uniforms and Tools</b> Totals								Invoice Transactions	1	\$86.05
Account <b>53130 - Medical</b>										
9496 - Gaven Hill	PHYS CDL-2024	10-reimburse CDL physical-8/26/24	Paid by EFT # 61704		10/01/2024	10/01/2024	10/11/2024		10/11/2024	100.00
Account <b>53130 - Medical</b> Totals								Invoice Transactions	1	\$100.00
Account <b>53160 - Instruction</b>										
3560 - First Financial Bank / Credit Cards	O-0018792403	10-CPR Training (12) 08/08/24	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	360.00
3560 - First Financial Bank / Credit Cards	O-0018792580	10-CPR Training (5) 02/21/24	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	150.00



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<b>Fund 800 - Risk Management(S0203)</b>										
Department <b>10 - Legal</b>										
Program <b>100000 - Main</b>										
Account <b>53160 - Instruction</b>										
3560 - First Financial Bank / Credit Cards	O-0018792474	10-American Red Cross CPR Cert-Hume & McGregor	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	60.00
Account <b>53160 - Instruction</b> Totals									Invoice Transactions 3	\$570.00
Account <b>53220 - Postage</b>										
3560 - First Financial Bank / Credit Cards	BMGK00405241	10- FedEx Shipment to Travelers Staff Counsel (D Whitte)-9/11/24	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	32.52
Account <b>53220 - Postage</b> Totals									Invoice Transactions 1	\$32.52
Account <b>53420 - Worker's Comp &amp; Risk</b>										
7792 - ONB Benefit Administration LLC (JWF Specialty)	BL92524	10 -Workers Comp Payment 09/05-09/18/2024	Paid by EFT # 61600		10/02/2024	10/02/2024	10/02/2024		10/02/2024	5,013.32
7792 - ONB Benefit Administration LLC (JWF Specialty)	BL093024	10- Workers Comp Payment 09/19 - 09/25/2024	Paid by EFT # 61600		10/02/2024	10/02/2024	10/02/2024		10/02/2024	786.13
Account <b>53420 - Worker's Comp &amp; Risk</b> Totals									Invoice Transactions 2	\$5,799.45
Program <b>100000 - Main</b> Totals									Invoice Transactions 8	\$6,588.02
Department <b>10 - Legal</b> Totals									Invoice Transactions 8	\$6,588.02
Fund <b>800 - Risk Management(S0203)</b> Totals									Invoice Transactions 8	\$6,588.02
<b>Fund 801 - Health Insurance Trust</b>										
Department <b>12 - Human Resources</b>										
Program <b>120000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
9037 - Everside Health, LLC	INV39133	12-Everside Health Membership Invoice- 8/31/24	Paid by EFT # 61681		10/01/2024	10/01/2024	10/11/2024		10/11/2024	30,555.00
18539 - Life Insurance Company Of North America	October 2024	12-Oct 2024- Bill Ref # 103094_10/02/2024	Paid by EFT # 61734		10/01/2024	10/01/2024	10/11/2024		10/11/2024	4,086.00
Account <b>53990 - Other Services and Charges</b> Totals									Invoice Transactions 2	\$34,641.00
Account <b>53990.1201 - Other Services and Charges Health Insurance</b>										
9375 - WEX Health INC (Chard, Snyder & Associates)	100124HSA	12-HSA Employer Contributions - Cranor	Paid by EFT # 61598		10/02/2024	10/02/2024	10/02/2024		10/02/2024	496.99
3928 - Aim Medical Trust	October 2024	12 - October 2024 Medical Premiums	Edit		10/08/2024	10/08/2024	10/08/2024			1,081,924.39
Account <b>53990.1201 - Other Services and Charges Health Insurance</b> Totals									Invoice Transactions 2	\$1,082,421.38



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<b>Fund 801 - Health Insurance Trust</b>										
Department <b>12 - Human Resources</b>										
Program <b>120000 - Main</b>										
Account <b>53990.1278 - Other Services and Charges Disability LTD</b>										
18539 - Life Insurance Company Of North America	October 2024	12-Oct 2024- Bill Ref # 103094_10/02/2024	Paid by EFT # 61734		10/01/2024	10/01/2024	10/11/2024		10/11/2024	11,029.66
Account <b>53990.1278 - Other Services and Charges Disability LTD</b> Totals								Invoice Transactions	1	\$11,029.66
Program <b>120000 - Main</b> Totals								Invoice Transactions	5	\$1,128,092.04
Department <b>12 - Human Resources</b> Totals								Invoice Transactions	5	\$1,128,092.04
Fund <b>801 - Health Insurance Trust</b> Totals								Invoice Transactions	5	\$1,128,092.04
<b>Fund 802 - Fleet Maintenance(\$9500)</b>										
Department <b>17 - Fleet Maintenance</b>										
Program <b>170000 - Main</b>										
Account <b>52230 - Garage and Motor Supplies</b>										
50605 - Bauer Built, INC	360148031	17 - tires for stock and scrap tire disposal - 9/13/24	Paid by EFT # 61622		10/01/2024	10/01/2024	10/11/2024		10/11/2024	6,454.68
4693 - Monroe County Tire & Supply, INC	073854	17 - tires for 787	Paid by EFT # 61752		10/01/2024	10/01/2024	10/11/2024		10/11/2024	641.00
4693 - Monroe County Tire & Supply, INC	073853	17 - tires for 578	Paid by EFT # 61752		10/01/2024	10/01/2024	10/11/2024		10/11/2024	765.52
4693 - Monroe County Tire & Supply, INC	073703	17 - tires for 404	Paid by EFT # 61752		10/01/2024	10/01/2024	10/11/2024		10/11/2024	585.56
Account <b>52230 - Garage and Motor Supplies</b> Totals								Invoice Transactions	4	\$8,446.76
Account <b>52240 - Fuel and Oil</b>										
177 - Indiana Oxygen Company, INC	10479493	17 - propane-9/13/24	Paid by EFT # 61712		10/01/2024	10/01/2024	10/11/2024		10/11/2024	112.93
Account <b>52240 - Fuel and Oil</b> Totals								Invoice Transactions	1	\$112.93
Account <b>52320 - Motor Vehicle Repair</b>										
4150 - Alexander's LLC	130652	17 - #647 parts and labor to repair trailer- 9/18/24	Paid by EFT # 61610		10/01/2024	10/01/2024	10/11/2024		10/11/2024	9,679.50
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	16XM-G7J7-CD99	17 - sensor & filter for a/c machine	Paid by EFT # 61612		10/01/2024	10/01/2024	10/11/2024		10/11/2024	571.06
7432 - BEC Enterprises LLC (Brown Equipment Company)	INV27860	17- #596 vac hoses (4)	Paid by EFT # 61623		10/01/2024	10/01/2024	10/11/2024		10/11/2024	228.10
244 - Bloomington Ford, INC	5084563	17 - Resistor Assembly for 706	Paid by EFT # 61636		10/01/2024	10/01/2024	10/11/2024		10/11/2024	48.00
244 - Bloomington Ford, INC	5084558	17 - Resistor Assembly & Wire Assembly for 706	Paid by EFT # 61636		10/01/2024	10/01/2024	10/11/2024		10/11/2024	135.22





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<b>Fund 802 - Fleet Maintenance(S9500)</b>										
Department <b>17 - Fleet Maintenance</b>										
Program <b>170000 - Main</b>										
Account <b>52320 - Motor Vehicle Repair</b>										
244 - Bloomington Ford, INC	5084573	17 - HVAC Temperature Control Panel for 706	Paid by EFT # 61636		10/01/2024	10/01/2024	10/11/2024		10/11/2024	240.00
244 - Bloomington Ford, INC	5084518	17 - (2) bumper end cap & touch-up paint for 404	Paid by EFT # 61636		10/01/2024	10/01/2024	10/11/2024		10/11/2024	268.79
244 - Bloomington Ford, INC	5084574	17 - Exhaust sensor & Hego sensor for 487	Paid by EFT # 61636		10/01/2024	10/01/2024	10/11/2024		10/11/2024	353.20
244 - Bloomington Ford, INC	5084549	17-credit-returned starter motor assembly-Invt #5084430	Paid by EFT # 61636		10/01/2024	10/01/2024	10/11/2024		10/11/2024	(20.00)
5481 - Bright Equipment, INC (Bobcat of Ellettsville)	M4008512	17 - #834 rubber tracks (2)	Paid by EFT # 61644		10/01/2024	10/01/2024	10/11/2024		10/11/2024	1,615.96
8665 - Effingham Crossroads Truck Equipment INC	104S51490.02	17 - #598 u joint (2)	Paid by EFT # 61674		10/01/2024	10/01/2024	10/11/2024		10/11/2024	112.88
4387 - Force America Distributing, LLC	IN001-1843684	17 - #4000 Hydraulic covers (3)	Paid by EFT # 61688		10/01/2024	10/01/2024	10/11/2024		10/11/2024	2,709.26
4046 - Heritage-Crystal Clean, INC	18883813	17 - bulk antifreeze	Paid by EFT # 61702		10/01/2024	10/01/2024	10/11/2024		10/11/2024	469.38
796 - Interstate Battery System of Bloomington, INC	400309579	17 - batteries-SP-40-9/17/2024	Paid by EFT # 61713		10/01/2024	10/01/2024	10/11/2024		10/11/2024	58.96
796 - Interstate Battery System of Bloomington, INC	400309580	17-batteries-31-MHD, MT-34, MT-78, MTP-48/H6- 9/17/2024	Paid by EFT # 61713		10/01/2024	10/01/2024	10/11/2024		10/11/2024	1,136.40
11672 - Jack Doheny Companies, INC	239171	17 - Linear Actuator for 468	Paid by EFT # 61718		10/01/2024	10/01/2024	10/11/2024		10/11/2024	1,058.63
5168 - Jasper Engine Exchange, INC	13768411	17 - #920 transfer case	Paid by EFT # 61721		10/01/2024	10/01/2024	10/11/2024		10/11/2024	2,328.00
5168 - Jasper Engine Exchange, INC	13752213	17 - #920 transmission replacement	Paid by EFT # 61721		10/01/2024	10/01/2024	10/11/2024		10/11/2024	3,461.00
908 - JB Salvage (Westside Auto Parts)	3559	17 - stock box steel	Paid by EFT # 61722		10/01/2024	10/01/2024	10/11/2024		10/11/2024	394.00
4439 - JX Enterprises, INC	27389305P	17 - CPR water inlet tubes for 444	Paid by EFT # 61726		10/01/2024	10/01/2024	10/11/2024		10/11/2024	194.24
4474 - Ken's Westside Service & Towing, LLC	58731	17 - #920 programming of new transmission	Paid by EFT # 61727		10/01/2024	10/01/2024	10/11/2024		10/11/2024	311.25
2974 - MacAllister Machinery Co, INC	P8962907	17 - Gaskets, seal o ring, plugs & clamp band for 678	Paid by EFT # 61736		10/01/2024	10/01/2024	10/11/2024		10/11/2024	38.36



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Fund <b>802 - Fleet Maintenance(\$9500)</b>										
Department <b>17 - Fleet Maintenance</b>										
Program <b>170000 - Main</b>										
Account <b>52320 - Motor Vehicle Repair</b>										
2974 - MacAllister Machinery Co, INC	P8963201	17 - GP water pump, Regulator TP & hose for 678	Paid by EFT # 61736		10/01/2024	10/01/2024	10/11/2024		10/11/2024	566.08
7308 - MacQueen Equipment, LLC	P30306	17 - #396 wheel nuts RH (10)	Paid by EFT # 61737		10/01/2024	10/01/2024	10/11/2024		10/11/2024	92.43
53385 - O'Reilly Automotive Stores, INC	1903-466045	17 - Emissions elbows for 220	Paid by Check # 79169		10/01/2024	10/01/2024	10/11/2024		10/11/2024	8.63
53385 - O'Reilly Automotive Stores, INC	1903-467240	17 - Engine oil separator for 637	Paid by Check # 79169		10/01/2024	10/01/2024	10/11/2024		10/11/2024	106.55
53385 - O'Reilly Automotive Stores, INC	1903-466465	17 - resistor for 706	Paid by Check # 79169		10/01/2024	10/01/2024	10/11/2024		10/11/2024	22.63
53385 - O'Reilly Automotive Stores, INC	1903-466046	17 - Cabin filter & Air filter for 787	Paid by Check # 79169		10/01/2024	10/01/2024	10/11/2024		10/11/2024	31.81
53385 - O'Reilly Automotive Stores, INC	1903-465928	17 - PCV valve for 220	Paid by Check # 79169		10/01/2024	10/01/2024	10/11/2024		10/11/2024	33.16
53385 - O'Reilly Automotive Stores, INC	1903-466111	17 - Heater hose assembly for 251	Paid by Check # 79169		10/01/2024	10/01/2024	10/11/2024		10/11/2024	40.49
53385 - O'Reilly Automotive Stores, INC	1903-464842	17 - wire Loom for 343	Paid by Check # 79169		10/01/2024	10/01/2024	10/11/2024		10/11/2024	42.50
53385 - O'Reilly Automotive Stores, INC	1903-464731	17 - Cabin filter & air filter for 411	Paid by Check # 79169		10/01/2024	10/01/2024	10/11/2024		10/11/2024	49.60
53385 - O'Reilly Automotive Stores, INC	1903-467297	17 - Torque Mount for 1125	Paid by Check # 79169		10/01/2024	10/01/2024	10/11/2024		10/11/2024	52.24
53385 - O'Reilly Automotive Stores, INC	1903-465821	17 - Timing light for 889	Paid by Check # 79169		10/01/2024	10/01/2024	10/11/2024		10/11/2024	52.99
53385 - O'Reilly Automotive Stores, INC	1903-467285	17 - ignition wire set for 829	Paid by Check # 79169		10/01/2024	10/01/2024	10/11/2024		10/11/2024	73.85
53385 - O'Reilly Automotive Stores, INC	1903-464728	17 - (2) A/T filters for inventory	Paid by Check # 79169		10/01/2024	10/01/2024	10/11/2024		10/11/2024	88.39
53385 - O'Reilly Automotive Stores, INC	1903-465840	17 - New CV Shaft for D153	Paid by Check # 79169		10/01/2024	10/01/2024	10/11/2024		10/11/2024	129.81
53385 - O'Reilly Automotive Stores, INC	1903-467284	17 - New maf sensor & spark plug for 829	Paid by Check # 79169		10/01/2024	10/01/2024	10/11/2024		10/11/2024	223.84
53385 - O'Reilly Automotive Stores, INC	1903-464706	17- 60 1qt of transmission fluid (Mobil 1) for inventory	Paid by Check # 79169		10/01/2024	10/01/2024	10/11/2024		10/11/2024	539.40
53385 - O'Reilly Automotive Stores, INC	1903-464763	17-60 1 qt of transmission fluid (Mobil 1) for inventory	Paid by Check # 79169		10/01/2024	10/01/2024	10/11/2024		10/11/2024	539.40
53385 - O'Reilly Automotive Stores, INC	1903-466242	17-192 1 qt of transmission fluid (Mobil 1) for inventory	Paid by Check # 79169		10/01/2024	10/01/2024	10/11/2024		10/11/2024	1,726.08



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<b>Fund 802 - Fleet Maintenance(\$9500)</b>										
Department <b>17 - Fleet Maintenance</b>										
Program <b>170000 - Main</b>										
Account <b>52320 - Motor Vehicle Repair</b>										
16069 - Palmer Trucks, INC	I524921	17 - #772 pintle hook kit	Paid by EFT # 61763		10/01/2024	10/01/2024	10/11/2024		10/11/2024	468.43
9361 - Peabody's INC (Pigg Implement Sales)	7468S	17 - #483 alternator	Paid by EFT # 61767		10/01/2024	10/01/2024	10/11/2024		10/11/2024	467.65
54351 - Sternberg, INC	CM984218	17 - rubber for fuel tank on 680	Paid by EFT # 61800		10/01/2024	10/01/2024	10/11/2024		10/11/2024	7.44
54351 - Sternberg, INC	984218	17 - Lining	Paid by EFT # 61800		10/01/2024	10/01/2024	10/11/2024		10/11/2024	66.00
54351 - Sternberg, INC	984165	17 - sensor for 9300	Paid by EFT # 61800		10/01/2024	10/01/2024	10/11/2024		10/11/2024	185.79
54351 - Sternberg, INC	984186	17 - Brake shoe kit and drum for 957	Paid by EFT # 61800		10/01/2024	10/01/2024	10/11/2024		10/11/2024	1,203.84
54351 - Sternberg, INC	CM983977	17 - credit for returned parts - sensor for 964	Paid by EFT # 61800		10/01/2024	10/01/2024	10/11/2024		10/11/2024	(164.42)
54351 - Sternberg, INC	CM983967	17 - credit core return- 9/12/24	Paid by EFT # 61800		10/01/2024	10/01/2024	10/11/2024		10/11/2024	(40.00)
54351 - Sternberg, INC	CM983966	17 - credit core return- 9/12/24	Paid by EFT # 61800		10/01/2024	10/01/2024	10/11/2024		10/11/2024	(40.00)
54351 - Sternberg, INC	CM983121	17 - credit for returned cores on 962	Paid by EFT # 61800		10/01/2024	10/01/2024	10/11/2024		10/11/2024	(188.00)
5333 - Total Truck Parts, INC	262224	17 - #964 pressure sensor	Paid by EFT # 61812		10/01/2024	10/01/2024	10/11/2024		10/11/2024	142.35
622 - Truck Country of Indiana, INC (Stoops Freightliner	X301893607:01	17 - (2) 1760 Half-Round U-Joint	Paid by EFT # 61813		10/01/2024	10/01/2024	10/11/2024		10/11/2024	173.78
622 - Truck Country of Indiana, INC (Stoops Freightliner	X301892243:01	17 - chart fan blade for 963	Paid by EFT # 61813		10/01/2024	10/01/2024	10/11/2024		10/11/2024	419.01
2096 - West Side Tractor Sales CO.	B55841	17 - Filler Cap	Paid by EFT # 61830		10/01/2024	10/01/2024	10/11/2024		10/11/2024	120.40
2096 - West Side Tractor Sales CO.	O16285	17 - 4171 service to charge hammer	Paid by EFT # 61830		10/01/2024	10/01/2024	10/11/2024		10/11/2024	9.90
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NU3227	17 - spark plugs (6) for 889	Paid by EFT # 61837		10/01/2024	10/01/2024	10/11/2024		10/11/2024	17.34
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NU3631	17 - Control Arm with Ball Joint for D153	Paid by EFT # 61837		10/01/2024	10/01/2024	10/11/2024		10/11/2024	75.52
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NU3466	17 - IGN Cable & spark plug for 889	Paid by EFT # 61837		10/01/2024	10/01/2024	10/11/2024		10/11/2024	80.74
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NU3467	17 - distribution module for 889	Paid by EFT # 61837		10/01/2024	10/01/2024	10/11/2024		10/11/2024	100.76
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NU3771	17-fluid filter assembly & Filter kit for Inventory	Paid by EFT # 61837		10/01/2024	10/01/2024	10/11/2024		10/11/2024	131.20



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 802 - Fleet Maintenance(\$9500)</b>										
Department <b>17 - Fleet Maintenance</b>										
Program <b>170000 - Main</b>										
Account <b>52320 - Motor Vehicle Repair</b>										
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NU3769	17 - Spindle rod assembly & spindle rod end for 787	Paid by EFT # 61837		10/01/2024	10/01/2024	10/11/2024		10/11/2024	206.50
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NU3332	17 - Transmission filters for inventory	Paid by EFT # 61837		10/01/2024	10/01/2024	10/11/2024		10/11/2024	213.28
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NU3772	17 - automatic transmission fluid filter assembly for inventory	Paid by EFT # 61837		10/01/2024	10/01/2024	10/11/2024		10/11/2024	344.74
Account <b>52320 - Motor Vehicle Repair</b> Totals									Invoice Transactions 64	\$33,814.32
Account <b>52420 - Other Supplies</b>										
293 - J&S Locksmith Shop, INC	260401	17 - 3 shop keys for filing cabinet	Paid by EFT # 61715		10/01/2024	10/01/2024	10/11/2024		10/11/2024	5.55
8658 - Kleindorfer's Hardware LLC	761395	17 - 2 metric nuts	Paid by EFT # 61728		10/01/2024	10/01/2024	10/11/2024		10/11/2024	2.58
8658 - Kleindorfer's Hardware LLC	792742	17 - 10mm bolt for 889	Paid by EFT # 61728		10/01/2024	10/01/2024	10/11/2024		10/11/2024	4.00
8181 - Lawson Products, INC	9311844350	17-misc parts/shop supplies-drill bits, washers, grinding disc	Paid by EFT # 61731		10/01/2024	10/01/2024	10/11/2024		10/11/2024	616.69
8181 - Lawson Products, INC	9311863143	17 - Reducing adaptor brass fitting for shop	Paid by EFT # 61731		10/01/2024	10/01/2024	10/11/2024		10/11/2024	57.82
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 5	\$686.64
Account <b>53140 - Exterminator Services</b>										
51538 - Economy Termite & Pest Control, INC	63116	17-monthly pest control-9/17/24	Paid by EFT # 61673		10/01/2024	10/01/2024	10/11/2024		10/11/2024	95.00
Account <b>53140 - Exterminator Services</b> Totals									Invoice Transactions 1	\$95.00
Account <b>53240 - Freight / Other</b>										
3560 - First Financial Bank / Credit Cards	279391201909	17-FedEx- shipping fee overnight to Fuel Master-9/12/24	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	47.55
Account <b>53240 - Freight / Other</b> Totals									Invoice Transactions 1	\$47.55
Account <b>53610 - Building Repairs</b>										
321 - Harrell Fish, INC (HFI)	ZW16886	17- SA - Fixed backed up drains for car wash- 8/16/24	Paid by EFT # 61699		10/01/2024	10/01/2024	10/11/2024		10/11/2024	240.00
392 - Koorsen Fire & Security, INC	IN00764740	17 - SA - Fire extinguisher repair, exchange and fuel charge	Paid by EFT # 61730		10/01/2024	10/01/2024	10/11/2024		10/11/2024	238.35
Account <b>53610 - Building Repairs</b> Totals									Invoice Transactions 2	\$478.35



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 802 - Fleet Maintenance(\$9500)</b>										
Department <b>17 - Fleet Maintenance</b>										
Program <b>170000 - Main</b>										
Account <b>53620 - Motor Repairs</b>										
8143 - Cummins INC dba Cummins Sales and Service	S1-240910079	17 - 774 service for programming	Paid by EFT # 61663		10/01/2024	10/01/2024	10/11/2024		10/11/2024	100.00
52607 - Jim's Custom Trim Shop	3721	17 - #788 seat recover	Paid by EFT # 61723		10/01/2024	10/01/2024	10/11/2024		10/11/2024	340.00
4474 - Ken's Westside Service & Towing, LLC	24-0913-95462	17 - towing-Unit D153-9/13/24	Paid by EFT # 61727		10/01/2024	10/01/2024	10/11/2024		10/11/2024	120.00
4474 - Ken's Westside Service & Towing, LLC	24-0918-95600	17-Unit #457Landoll Service Hourly (2)-9/18/24	Paid by EFT # 61727		10/01/2024	10/01/2024	10/11/2024		10/11/2024	290.00
54351 - Sternberg, INC	65979	17 - 4161- alignment	Paid by EFT # 61800		10/01/2024	10/01/2024	10/11/2024		10/11/2024	150.00
2096 - West Side Tractor Sales CO.	O16285	17 - 4171 service to charge hammer	Paid by EFT # 61830		10/01/2024	10/01/2024	10/11/2024		10/11/2024	165.00
Account <b>53620 - Motor Repairs</b> Totals									Invoice Transactions 6	\$1,165.00
Account <b>53990 - Other Services and Charges</b>										
4150 - Alexander's LLC	130652	17 - #647 parts and labor to repair trailer-9/18/24	Paid by EFT # 61610		10/01/2024	10/01/2024	10/11/2024		10/11/2024	680.00
3560 - First Financial Bank / Credit Cards	BMV-306	17 - title fees for City vehicle - Polaris Unit 306	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	15.00
3560 - First Financial Bank / Credit Cards	BMV-967	17 - title fees for City vehicle 967	Paid by Check # 79160		10/01/2024	10/01/2024	10/11/2024		10/11/2024	15.00
Account <b>53990 - Other Services and Charges</b> Totals									Invoice Transactions 3	\$710.00
Program <b>170000 - Main</b> Totals									Invoice Transactions 87	\$45,556.55
Department <b>17 - Fleet Maintenance</b> Totals									Invoice Transactions 87	\$45,556.55
Fund <b>802 - Fleet Maintenance(\$9500)</b> Totals									Invoice Transactions 87	\$45,556.55
<b>Fund 804 - Insurance Voluntary Trust</b>										
Department <b>12 - Human Resources</b>										
Program <b>120000 - Main</b>										
Account <b>53990.1271 - Other Services and Charges Section 125 - URM- City</b>										
9375 - WEX Health INC (Chard, Snyder & Associates)	092724daily	12-City URM	Paid by EFT # 61590		09/30/2024	09/30/2024	09/30/2024		09/30/2024	50.00
9375 - WEX Health INC (Chard, Snyder & Associates)	093024daily	12-City URM	Paid by EFT # 61592		10/01/2024	10/01/2024	10/01/2024		10/01/2024	10.00
9375 - WEX Health INC (Chard, Snyder & Associates)	092524CheckRe g	12-City URM-9/25/24	Paid by EFT # 61599		10/02/2024	10/02/2024	10/02/2024		10/02/2024	77.03
9375 - WEX Health INC (Chard, Snyder & Associates)	100224daily	12-City URM	Edit		10/03/2024	10/03/2024	10/03/2024			168.00
Account <b>53990.1271 - Other Services and Charges Section 125 - URM- City</b> Totals									Invoice Transactions 4	\$305.03





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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 804 - Insurance Voluntary Trust</b>										
Department <b>12 - Human Resources</b>										
Program <b>120000 - Main</b>										
Account <b>53990.1273 - Other Services and Charges Term Life</b>										
18539 - Life Insurance Company Of North America	October 2024	12-Oct 2024- Bill Ref # 103094_10/02/2024	Paid by EFT # 61734		10/01/2024	10/01/2024	10/11/2024		10/11/2024	20,515.54
Account <b>53990.1273 - Other Services and Charges Term Life</b> Totals									Invoice Transactions 1	\$20,515.54
Account <b>53990.1277 - Other Services and Charges Disability STD</b>										
18539 - Life Insurance Company Of North America	October 2024	12-Oct 2024- Bill Ref # 103094_10/02/2024	Paid by EFT # 61734		10/01/2024	10/01/2024	10/11/2024		10/11/2024	10,521.57
Account <b>53990.1277 - Other Services and Charges Disability STD</b> Totals									Invoice Transactions 1	\$10,521.57
Account <b>53990.1283 - Other Services and Charges Health Savings Account</b>										
9375 - WEX Health INC (Chard, Snyder & Associates)	100324 Payroll	12-HSA Employee Contributions - 10/03/24	Edit		10/03/2024	10/03/2024	10/03/2024			26,639.65
Account <b>53990.1283 - Other Services and Charges Health Savings Account</b> Totals									Invoice Transactions 1	\$26,639.65
Program <b>120000 - Main</b> Totals									Invoice Transactions 7	\$57,981.79
Department <b>12 - Human Resources</b> Totals									Invoice Transactions 7	\$57,981.79
Fund <b>804 - Insurance Voluntary Trust</b> Totals									Invoice Transactions 7	\$57,981.79
<b>Fund 986 - GO Bonds 2022</b>										
Department <b>06 - Controller's Office</b>										
Program <b>060000 - Main</b>										
Account <b>54510 - Other Capital Outlays</b>										
16 - Butler, Fairman & Seufert, INC	105267	07-High Street Multiuse Path and Intersections 07/01/24-07/31/24	Paid by EFT # 61646		10/01/2024	10/01/2024	10/11/2024		10/11/2024	93,949.99
Account <b>54510 - Other Capital Outlays</b> Totals									Invoice Transactions 1	\$93,949.99
Program <b>060000 - Main</b> Totals									Invoice Transactions 1	\$93,949.99
Department <b>06 - Controller's Office</b> Totals									Invoice Transactions 1	\$93,949.99
Fund <b>986 - GO Bonds 2022</b> Totals									Invoice Transactions 1	\$93,949.99
<b>Fund 987 - Econ Dev LIT Bonds of 2022</b>										
Department <b>06 - Controller's Office</b>										
Program <b>060000 - Main</b>										
Account <b>54510 - Other Capital Outlays</b>										
595 - Weddle Bros Construction Co., INC	106829	06-Public Safety Improvements, App 14	Paid by EFT # 61827		10/01/2024	10/01/2024	10/11/2024		10/11/2024	35,470.00
Account <b>54510 - Other Capital Outlays</b> Totals									Invoice Transactions 1	\$35,470.00
Program <b>060000 - Main</b> Totals									Invoice Transactions 1	\$35,470.00



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Invoice Date Range 09/28/24 - 10/11/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>987 - Econ Dev LIT Bonds of 2022</b>										
Department <b>06 - Controller's Office</b>										
Program <b>08FIR1 - Fire Station 1</b>										
Account <b>54510 - Other Capital Outlays</b>										
3903 - Electric Plus, INC	232024-8	08-FS#1 Construction Project - Pay App #8	Paid by EFT # 61675		10/01/2024	10/01/2024	10/11/2024		10/11/2024	41,153.61
651 - Engraving & Stamp Center, INC	47566	08-Bronze sign for Renovated Station 1 building	Paid by EFT # 61678		10/01/2024	10/01/2024	10/11/2024		10/11/2024	2,509.50
18844 - First Financial Bank, N.A.	HFIFS#1-APP 8	08-FS#1 Construction Proj-HFI-Project 004322-Pay App 8	Paid by Check # 79161		10/01/2024	10/01/2024	10/11/2024		10/11/2024	1,455.75
321 - Harrell Fish, INC (HFI)	HFIFS#1-APP 8	08-FS#1 Construction Proj-Project 004322-Pay App 8	Paid by EFT # 61699		10/01/2024	10/01/2024	10/11/2024		10/11/2024	27,659.25
6985 - Martin Riley, INC	9182	08-Station 1 construction Administration -period ending 8/31/24	Paid by EFT # 61739		10/01/2024	10/01/2024	10/11/2024		10/11/2024	10,954.00
503 - Reed And Sons Construction, INC	REED-FS#1-App 5	08-FS#1 Project-8/30/2024-Pay App #5 (#24449)	Paid by EFT # 61777		10/01/2024	10/01/2024	10/11/2024		10/11/2024	82,952.00
Account <b>54510 - Other Capital Outlays</b> Totals							Invoice Transactions	6		\$166,684.11
Program <b>08FIR1 - Fire Station 1</b> Totals							Invoice Transactions	6		\$166,684.11
Department <b>06 - Controller's Office</b> Totals							Invoice Transactions	7		\$202,154.11
Fund <b>987 - Econ Dev LIT Bonds of 2022</b> Totals							Invoice Transactions	7		\$202,154.11
Grand Totals							Invoice Transactions	385		\$2,895,521.85

**REGISTER OF CLAIMS**  
**Board of Public Works Claim Register**

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/11/24	Claims				\$2,895,521.85

\$2,895,521.85

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$2,895,521.85

**Dated this \_\_\_\_\_ day of \_\_\_\_\_ year of 20\_\_\_\_\_.**

\_\_\_\_\_

Kyla Cox Deckard, President

\_\_\_\_\_

Elizabeth Karon, Vice President

\_\_\_\_\_

James Roach, Secretary

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

Fiscal Office \_\_\_\_\_