

Board of Public Works Meeting

December 07, 2021



The City will offer virtual options, including CATS public access television (live and tape-delayed) and Zoom by using the following link:

<https://bloomington.zoom.us/j/83579823325?pwd=MzFGSDFCRS80ZUY0VmZxQ2FQbWVMdz09>

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

Topic: Board of Public Works

Time: Dec 7, 2021 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://bloomington.zoom.us/j/83579823325?pwd=MzFGSDFCRS80ZUY0VmZxQ2FQbWVMdz09>

Meeting ID: 835 7982 3325

Passcode: 882102

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 835 7982 3325

Passcode: 882102

Find your local number: <https://bloomington.zoom.us/u/kefQIMxB6C>

AGENDA
BOARD OF PUBLIC WORKS
December 07, 2021

A Regular Meeting of the Board of Public Works will be held Tuesday, December 07, 2021 at 5:30 p.m. via Zoom by using the following

link: <https://bloomington.zoom.us/j/83579823325?pwd=MzFGSDFCRS80ZUY0VmZxQ2FQbWVMdz09>

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

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. CONSENT AGENDA

1. Approval of Minutes November 23, 2021
2. 2022 BDUAC Appointments
3. 2022 PEG Content Provider Agreement- MCPL
4. 2022 PEG Content Provider Agreement- WTIU
5. 2022 CATS Funding Agreement
6. 2022 BDU Use Agreement -MCPL
7. 2022 BDU Use Agreement -MCCSC
8. 2022 BDU Use Agreement -Monroe County
9. 2022 BDU Use Agreement-IU Health
10. Addendum #1 to 2021 HFI HVAC Service Agreement to include Plumbing
11. 2022 Service Agreement with Trinkle Snowplowing
12. 2022 Service Agreement with Nature's Way
13. 2022 Service Agreement with Indiana Door & Hardware
14. Outdoor Lighting Service Agreement for the W. Gray St., N. Lemon Lane, and W. Fountain Drive Neighborhood
15. Outdoor Lighting Service Agreement for E. Maxwell Lane
16. Outdoor Lighting Service Agreement for the intersection of W 12th & N. Oolitic Drive
17. Approval of Payroll

IV. NEW BUSINESS

1. Construction Contract for the Tapp & Deborah Signal Installation Project
2. Change Order #1 for the Maxwell Street Sidewalk Project
3. Change Order #2 for the Maxwell Street Sidewalk Project
4. Resolution 2021-70; ROW Permit and Encroachment into the ROW with a Fiber Optic Line on S Strong Drive
5. Street Closure Request from Scannell Properties on N Pete Ellis Dr. (December 27, 2021- January 08, 2022)
6. Lane Closures Request from Koppers Construction on N Adams St (December 13, 2021 – December 18, 2021)
7. Lane Closures Request from Duke Energy along E. Moores Pike (Dates TBD)
8. Lane Closure Request from Ignition Arts on S. Walnut (December 08, 2021- December 21, 2021)
9. Supplemental Agreement No. 1 to Engineering Contract with Beam Longest and Neff, L.L.C for Pedestrian Bridge and Small Structure Inspections
10. Resolution 2021-69; New Mobile Solicitor's License-- Nick of Time Textbooks
11. Cooperative Services Agreement with Centerstone of Indiana, Inc.
12. Change Order #1 for the Bus Improvements Project with River Town Construction
13. Change Order #2 for the Bus Improvements Project with River Town Construction

V. STAFF REPORTS & OTHER BUSINESS

VI. APPROVAL OF CLAIMS

VII. ADJOURNMENT

Auxiliary aids for people with disabilities are available upon request with adequate notice.

Please call 812-349-3410 or email public.works@bloomington.in.gov.

The Board of Public Works meeting was held on Tuesday, November 23, 2021, at 5:30 pm virtually through Zoom. Dana Henke presiding.

**REGULAR MEETING OF
THE BOARD OF PUBLIC
WORKS**

ROLL CALL

Present: Dana Henke
Kyla Cox Deckard
Beth H. Hollingsworth

City Staff: April Rosenberger - Public Works
Michael Large - Public Work
Emily Herr - Engineering
Paul Kehrberg - Engineering
Matt Smethurst - Engineering
Russell White – Engineering
Roy Aten - Engineering

Hollingsworth wanted to wish everybody a Happy Thanksgiving.

**MESSAGES FROM BOARD
MEMBERS**

None

**PETITIONS &
REMONSTRANCES**

1. Approval of Minutes
2. Resolution 2021-64: Declaration of Surplus Equipment from BPD
3. Resolution 2021-66: Renew Mobile Vendor in Public Right-of-Way; Pili's Party Truck #1
4. Resolution 2021-67: Renew Mobile Vendor in Public Right-of-Way; Pili's Party Truck #2
5. Resolution 2021-68: Declaration of Surplus Fleet Vehicles
6. Addendum #1 to 2021 SA with Umphress Masonry

CONSENT AGENDA

7. **Renewal to Contract with SSW Enterprises, LLC dba Office Pride**
8. **2022 Service Agreement with Umphress Masonry**
9. **2022 Service Agreement with Harmony Acres dba Value Fence**
10. **Supplement #2 to Contract with Ann-Kriss, LLC for Repair of Flood Damage at BPD**
11. **Approval of Payroll**

Hollingsworth made a motion to approve the Consent Agenda. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Emily Herr, Engineering, presented Revised Resolution 2021-62: Encroachment Agreement for Private Street Light in Public Right-of-Way at S. McCartney Ln. and S. Sare Rd. See meeting packet for details.

Board Comments: Hollingsworth wanted to know how soon the light will be installed. Jay Powell, Hyde Park Village HOA President, said he's hoping to get this installed quickly, dependent on weather.

Hollingsworth made a motion to approve Resolution 2021-62: Encroachment Agreement for Private Street Light in Public Right-of-Way at S. McCartney Ln. and S. Sare Rd. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes Hollingsworth voted yes, Henke voted yes. Motion is passed.

Emily Herr, Engineering, presented Resolution 2021-65: Encroachment Agreement for Awning in Public Right-of-Way at 102 W. 6th Street. See meeting packet for details.

Board Comments: None

Hollingsworth made a motion to approve Resolution 2021-65: Encroachment Agreement for Awning in Public Right-of-Way at 102 W. 6th Street. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes Hollingsworth voted yes, Henke voted yes. Motion is passed.

Emily Herr, Engineering, presented Right-of-Way Permit Request from Belcher Fencing to Install Construction Fencing at 601 W. 2nd Street (IU Health Bloomington Hospital Decommissioning and Demolition). See meeting packet for details.

Board Comments: Hollingsworth wanted clarification if the fencing is going up before or after the transfer of hospitals. Steve Winters, Engineer at DLZ Construction, stated they will put the fence up before the transfer. Winters also stated all access drives would be open and once the last patient is transferred out they will close all access points. Winters clarified part of the fence will be in the right-of-way partially and there won't be any blockage of the sidewalk after December 5th. Hollingsworth asked if there was a walk around for the sidewalks. Winters stated if a pedestrian happens to walk by the workers will move

NEW BUSINESS

Resolution 2021-62:

Encroachment Agreement for Private Street Light in Public Right-of-Way at S. McCartney Ln. and S. Sare Rd.

Resolution 2021-65:

Encroachment Agreement for Awning in Public Right-of-Way at 102 W. 6th Street

Right-of-Way Permit Request from Belcher Fencing to Install Construction Fencing at 601 W. 2nd Street (IU Health Bloomington Hospital Decommissioning and Demolition)

fencing material out of the way and let the pedestrian walk by. The duration of this should be quick, according to Winters. Hollingsworth asked about the timing of demolition. Winters stated IU Hospital is seeking a construction contract for the demolition around March of 2022.

Hollingsworth made a motion to approve Right-of-Way Permit Request from Belcher Fencing to Install Construction Fencing at 601 W. 2nd Street (IU Health Bloomington Hospital Decommissioning and Demolition). Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Paul Kehrberg, Engineering, presented Sidewalk Closures Request from Scannell Properties along Pete Ellis Dr., East of 7th St. and North of E. Longview Dr. See meeting packet for details.

Board Comments: Hollingsworth asked if there has been any feedback from business owners. Kehrberg said they haven't received any.

Hollingsworth made a motion to approve Sidewalk Closures Request from Scannell Properties along Pete Ellis Dr., East of 7th St and North of E. Longview Dr. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Paul Kehrberg, Engineering, presented Alley Closure Request from CFC Properties for the N/S alley north of W. 7th St. between N. College Ave. and N. Walnut St. See meeting packet for details.

Board Comments: Hollingsworth asked if this closure will affect people traveling. Kehrberg said there shouldn't be an issue.

Hollingsworth made a motion to approve Alley Closure Request from CFC Properties for the N/S alley north of W 7th St. between N. College Ave and N. Walnut St. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Matt Smethurst, Engineering, presented Construction Contract with Ragle, Inc. for the Walnut Street Traffic Signals Project. See meeting packet for details.

Board Comments: Henke asked if there will be an MOT and lane closures presented at this meeting. Smethurst said they will come back with that information at another meeting date.

Hollingsworth made a motion to approve Construction Contract with Ragle, Inc. for the Walnut Street Traffic Signals Project. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

**Sidewalk Closures Request
from Scannell Properties
along Pete Ellis Dr., East of
7th St and North of E.
Longview Dr. (November 24,
2021- May 01, 2023)**

**Alley Closure Request from
CFC Properties for the N/S
alley north of W. 7th St.
between N. College Ave. and
N. Walnut St. (November 24,
2021- December 20, 2021)**

**Construction Contract with
Ragle, Inc. for the Walnut
Street Traffic Signals Project**

Russell White, Engineering, presented Construction Contract with E&B Paving, Inc. for the Crestmont Traffic Calming Project. See meeting packet for details.

**Construction Contract with
E&B Paving, Inc. for the
Crestmont Traffic Calming
Project**

Board Comments: Cox Deckard asked what led to traffic calming to be installed in the area. White said it was requested through the neighborhood and sidewalk committees to help slow traffic down due to kids. Hollingsworth asked about the MOT. White said there will be just flaggers at the site; no MOT is needed.

Hollingsworth made a motion to approve Construction Contract with E&B Paving, Inc. for the Crestmont Traffic Calming Project. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Roy Aten, Engineering, presented Change Order #2 for the 7th Street Protected Bike Lane Project with Milestone Contractors. See meeting packet for details.

**Change Order #2 for the 7th
Street Protected Bike Lane
Project with Milestone
Contractors**

Board Comments: None

Hollingsworth made a motion to approve Change Order #2 for the 7th Street Protected Bike Lane Project with Milestone Contractors. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Roy Aten, Engineering, presented Change Order #6 for the 7th Street Protected Bike Lane Project with Milestone Contractors. See meeting packet for details.

**Change Order #6 for the 7th
Street Protected Bike Lane
Project with Milestone
Contractors**

Board Comments: None

Hollingsworth made a motion to approve Change Order #6 for the 7th Street Protected Bike Lane Project with Milestone Contractors. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

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

**Change Order #7 for the 7th
Street Protected Bike Lane
Project with Milestone
Contractors**

Board Comments: Hollingsworth asked if the project is completed. Aten said the project is substantially complete. Henke asked if there will be any more change orders. Aten said they are waiting on one for pricing on pavement markings.

Hollingsworth made a motion to approve Change Order #7 for the 7th Street Protected Bike Lane Project with Milestone Contractors. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

April Rosenberger, Public Works, wanted to wish everyone a Happy Thanksgiving. Michael Large, Public Works, stated on-street parking will be free over Thanksgiving weekend.

**STAFF REPORTS AND
OTHER BUSINESS**

Hollingsworth made a motion to approve claims in the amount of \$282,256.00. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

CLAIMS

There was an error at the 11/09/2021 Board of Public Works meeting. The incorrect amount stated was \$626,253.09. The correct amount for claims from 11/09/2021 is \$934,965.70

Hollingsworth made a motion to approve claims in the amount of \$934,965.70. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Henke called for adjournment at 6:10 p.m.

ADJOURNMENT

Accepted By:

Dana Henke, President

Beth H. Hollingsworth, Vice-President

Kyla Cox Deckard, Secretary

Date:

Attest to:

MEMORANDUM

TO: Board of Public Works
FROM: Rick Dietz
SUBJECT: 2022 Agreements
DATE: 12/06/2022
CC: Mike Rouker

Board of Public Works Members,

I have a few BDUAC appointments and annual agreements for your consideration covering funding for Community Access Television Services CATS, BDU use, and agreements with PEG content providers.

2022 CATS Funding Agreement

This document codifies the annual funding agreement between the City of Bloomington and the Monroe County Public Library for the funding of CATS, Community Access Television Services. Funding for 2022 has been budgeted at \$455,807.00, a 1% increase from 2021. With your approval the City and CATS will continue its partnership in providing community access programming and City meeting broadcasts to our local community and beyond. We will make four quarterly payments to CATS totaling \$445,807.00 all drawn from the ITS General Fund Account, line 53980 Community Access TV/Radio.

2022 PEG Content Provider Agreements (CATS & WTIU)

The purpose of these agreements is to codify mutually agreeable conditions for the programming of the City of Bloomington's PEG (Public, Education and Government) channel assets. CATS Community Access Television Services programs five channels. WTIU programs one channel. These agreements outline the content provider relationship and expectations of the City for the programming of City PEG channels.

2022 BDU Use Agreements (MCCSC, MCPL, Monroe County Government, IUHealth)

The purpose of these agreements is to codify mutually agreeable conditions on the use of the City of Bloomington's fiber assets by MCCSC, MCPL, Monroe County Government, and IUHealth. These agreements are in keeping with previous agreements with only minor edits. Monroe County Community School Corporation (MCCSC) is provided with 18 fiber strands, Monroe County Public Library (MCPL) with 4 strands, Monroe County Government with 6 strands and IUHealth with 2 strands. BDU partners are responsible for terminating and lighting the fiber strands themselves.

2022 BDUAC Appointments

The BDU Advisory Committee advises the City on management of the BDU (the City's fiber optic network), related City telecommunications and IT infrastructure investments, and strategic IT initiatives. I am pleased to request reappointment to the BDU Advisory Committee the following individuals currently serving:

- Marianne Chitwood, Director of the I-Light Network and Director of Operations for the GlobalNOC at Indiana University [BPW-4].
- Michelle Cole, Chief Operations Officer of Envisage Technologies [BPW-5],
- Dr. Mike Sullivan, Chief Executive Officer of HealthLINC [BPW-3], and

We believe these individuals will make valuable contributions to the City's technology deliberations and related infrastructure initiatives through service on the BDUAC. We are grateful to have such skilled and dedicated individuals interested in serving our community.

Thank you for your consideration of these agreements and appointments.

Warm regards,



Rick Dietz, Director
Information & Technology Services
City of Bloomington
dietzr@bloomington.in.gov

Marianne Chitwood: As Director for the I-Light Network Marianne has responsibility for managing the installation of the I-Light fiber backbone throughout the state of Indiana and has deployed over 30 POP's and amplification sites throughout the network. She has also been responsible for building last mile dark fiber to every college and university in the State. Additionally Marianne co-authored with Zayo Bandwidth a grant proposal under the Federal BTOP program which was awarded 34 Million dollars to deploy fiber to 21 Ivy Tech campuses throughout the state. This project brought broadband to underserved communities across Indiana.

Michelle Cole leads Envisage Technologies with responsibilities for marketing, development, project and product management, quality assurance, infrastructure and customer care. She is a strong proponent of agile development, usable design and chaos reduction. With formal education in psychology, sociology and information technology, she experiments in hiring and software development processes. She has succeeded in transforming both Fortune 1000 and small entrepreneurial companies to agile development.

Michael Sullivan, M.D. Michael Sullivan, M.D. has served as Associate Director of Health Sciences for Internet2, a nonprofit whose 350 members include leading universities, research institutes, and government agencies. Internet2 operates an advanced nationwide fiber-optic network operating at 100 Gigabits per second. Dr. Sullivan worked with biomedical researchers, health care organizations, and government agencies like NIH, CDC, NSF, DOE, and FCC to promote cyberinfrastructure support for advanced applications in the life sciences. Dr. Sullivan received his BA degree in biophysics from the Johns Hopkins University and his MD degree from the University of Kansas. He practiced emergency medicine for fifteen years and served as the CEO of an emergency physician group. He has 25 years experience in medical informatics as a medical software developer and health IT consultant. In recent years he has contributed to the

creation of several health networks, including the Indiana Telehealth Network, the HealthLINC Health Information Exchange, and the Nationwide Health Information Network (NwHIN).



CONTRACT COVER MEMORANDUM

TO: Barbara McKinney, Attorney, Legal
FROM: Rick Dietz, Director, ITS
DATE: 12/1/2021
RE: 2022 PEG Content Provider Agreements - MCPL

Contract Recipient/Vendor Name:	Monroe County Public Library (MCPL)
Department Head Initials of Approval:	RBD
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Desiree King, ITS Office Manager
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Barbara McKinney
Record Destruction Date: <i>(Legal to fill in)</i>	2033
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	21-646
Due Date For Signature:	As soon as possible
Expiration Date of Contract:	December 31, 2022
Renewal Date for Contract:	December 2022
Total Dollar Amount of Contract:	N/A
Funding Source:	No City funding required
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	NA
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A

Summary of Contract:

2022 PEG Content Provider Agreements (MCPL)

The purpose of this agreement is to codify mutually agreeable conditions for the programming of the City of Bloomington's PEG (Public, Education and Government) channel assets. CATS Community Access Television Services programs five channels. This agreement outlines the content provider relationship and expectations of the City for the programming of City PEG channels.

CITY OF BLOOMINGTON
and
MONROE COUNTY PUBLIC LIBRARY
PUBLIC, EDUCATION AND GOVERNMENT CHANNEL
PROGRAMMING AGREEMENT for 2022

WHEREAS, pursuant to the provisions of Indiana Code § 8-1-34-16, the Indiana Utility Regulatory Commission has the sole authority to grant a certificate of franchise authority to a video service provider ("VSP"); and,

WHEREAS, pursuant to the provisions of Indiana Code §§ 8-1-34 et seq., a VSP is required to make available on its video service system channels which contain public, educational, and governmental programming ("PEG channels"); and,

WHEREAS, pursuant to Sections 531 and 541 of the Communications Act, local franchising authorities may require cable operators to set aside channels for public, educational, or governmental ("PEG") use; and,

WHEREAS, PEG Channels are broadly defined as follows:
Public access channels are available for use by the general public. They are usually administered either by the cable operator or by a third party designated by the franchising authority; *Educational* access channels are used by educational institutions for educational programming. Time on these channels is typically allocated by either the franchising authority or the cable operator among local schools, colleges and universities; *Governmental* access channels are used for programming by organs of local government. In most jurisdictions, the franchising authority directly controls these channels; and,

WHEREAS, pursuant to the provisions of Indiana Code § 8-1-34-27, the operation of a PEG channel is the responsibility of the unit that receives the benefit of the channel, that being the City of Bloomington ("City"), and the VSP is responsible for the transmission of the channel; and,

WHEREAS, the City of Bloomington ("City") controls six PEG Channels; and,

WHEREAS, the City, through its Information and Technology Services Department ("ITS"), provides PEG channel program content from its PEGCPs ("Public Education & Government Content Providers) - currently CATS and WTIU - at a common distribution point ("PEGHub") at the Bloomington Telecom Hotel facility in downtown Bloomington; and,

WHEREAS, the Monroe County Public Library through CATS wishes to provide five (5) channels of PEG programming to the City for the purpose of broadcast by Bloomington VSPs; and

WHEREAS, The PEGHub serves as a common distribution point for PEG content to multiple VSPs and provision of content from multiple PEGCPs at a single accessible location; and,

WHEREAS, the PEGCP wishes to reach an understanding with the City as to the terms and conditions of providing PEG channel programming from the common distribution point at the Telecom Hotel;

NOW, THEREFORE, the City and the PEGCP agree as follows:

Section 1. Location. The PEGCP shall provide PEG channel programming to the City's PEGHub, located in the City Cage at the Telecom Hotel. The Bloomington Telecom Hotel facility is located in downtown Bloomington at 7th and Walnut Streets (302 N. Walnut Street). The PEGCP shall be responsible for connecting at this location, securing space in the facility as needed, and cross connecting to the City's PEG Hub equipment in the City Rack. The City reserves the right to change the location of the PEG Hub if the Telecom Hotel closes or for any other reason. City will provide advance notice of relocation. In the event relocation occurs, The City and the PEGCP will negotiate mutually agreeable terms for covering the costs of connecting at the new PEG Hub location.

Section 2. Technical Specifications. The City shall permit PEGCP to patch into the City Cage to provide PEG programming under the terms of this agreement. The PEGCP shall provide video signal for PEG channels in SDI format, specifically Serial Digital Interface (SDI) video signal with embedded AES (digital audio). The connection type the PEGCP will be connecting to will be a Bayonet Neill Concelman (BNC) connector.

Section 3. Conditions. Consistent with the requirements of State and Federal law, the PEGCP shall:

- (a) Program five City of Bloomington PEG channels.
 - i) One channel must be dedicated solely to City of Bloomington meetings, events and business.
 - ii) One channel must be dedicated solely to Monroe County and other local governmental and taxing unit meetings, events and business.
 - iii) One channel must be dedicated to public access programming emphasizing local and community-generated content.
- (b) Provide the City of Bloomington PEG content at no less than full-screen broadcast resolution.
- (c) Provide PEG suitable programming in keeping with the definition of PEG.
- (d) Provide programming that is not otherwise available on other VSP channels.

Section 4. Connecting. The PEGCP shall be responsible for connecting at the PEG Hub location, securing space in the facility as needed and cross connecting to the City's PEG Hub equipment in the City Rack.

Section 5. Term. This Agreement shall be in full force and effect beginning on the date of execution of this Agreement and ending December 31, 2022. This agreement may be rescinded at the City's discretion with a 30-day written notice.

Section 6. Waiver of Warranties. The City and the PEGCP each expressly disclaim all express and implied warranties, including but not limited to the implied warranties or merchantability and fitness for a particular purpose. Except as otherwise provided in this agreement, no information, oral or written, provided or disseminated by the City or the PEGCP shall create any express or implied warranties, guaranty of performance, or contractual obligations.

Section 7. Assignment of Rights. The rights granted to the PEGCP shall not be assigned in whole or in part without the City's prior written consent. In the event said consent is granted, the provisions of this Agreement shall be binding upon and inure to the benefit of any successors and assigns.

Section 8. Indemnification. The VSP and the City (the "Indemnifying Party") shall each defend, indemnify, and hold harmless the other (the "Indemnified Party") from and against all liabilities, judgments, claims, damages, settlements, expenses and costs, including reasonable attorneys' costs and litigation expenses, arising out of or relating to the Indemnified Party's execution and undertaking of this Agreement, insofar as such liabilities, judgments, claims, damages, settlements, expenses and costs arise out of or are based upon the breach of this Agreement by the Indemnifying Party or the programming provided pursuant to the terms hereof. The VSP and the City shall each promptly notify the other of any third party claim or legal action arising out of or related to this Agreement. The PEGCP is responsible for securing any necessary copyrights for its content.

Section 9. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the PEGCP.

Section 10. 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 Monroe County, Indiana.

Section 11. Costs and Expense of Enforcement. If either the PEGCP or the City shall default in the performance of any of its obligations under this Agreement, it shall be responsible for the reimbursement of any attorneys' costs and expenses which the other may incur in enforcing any obligations herein.

Section 12. Waiver. No waiver by either party of any default or breach of the other party's performance of any term, condition or covenant of this Agreement shall be deemed to be a waiver or any subsequent default or breach of the same or any other term, condition or covenant contained in this Agreement.

Section 13. Notices. All notices required to be given by either party hereunder shall be in writing and delivered by hand, courier, overnight delivery service or registered or certified mail return receipt requested. Any notice or other communication under this Agreement shall be deemed given when received or refused and shall be directed to the following address:

CITY

Information and Technology Services Dept.
City of Bloomington
401 N. Morton Street, Suite 160
Bloomington, IN 47404
Attn: Director

The PEGCP

MCPL and CATS
303 E. Kirkwood Avenue
Bloomington, IN 47408
Attn: Director

Section 14. Severability and Future Legal Developments. Should any part of the Agreement be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the Agreement is still served. In the event that action is taken by the Federal Communications Commission, Congress or the State of Indiana which addresses and impacts the responsibilities of the parties hereto regarding the provision of PEG channel programming, this agreement shall terminate, and the parties shall negotiate a new agreement consistent with that mandate.

In Witness whereof, the parties hereto have caused this Agreement to be executed on the dates following their signatures. The latest of the dates shall constitute the starting date of this Agreement.

CITY OF BLOOMINGTON

By: _____
Kyla Cox Deckard, Board of Public Works

Date

By: Michael Bouky FOR _____
John Hamilton, Mayor

12/2/2021
Date

MONROE COUNTY PUBLIC LIBRARY:

By: _____
Marilyn Wood, Director

Date

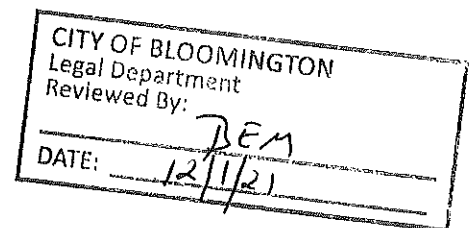
By: _____
John Walsh, President

Date

COMMUNITY ACCESS TELEVISION SERVICES:

By: _____
Michael White, Station Manager

Date





CONTRACT COVER MEMORANDUM

TO: Barbara McKinney, Attorney, Legal
FROM: Rick Dietz, Director, ITS
DATE: 12/1/2021
RE: 2022 PEG Content Provider Agreements - WTIU

Contract Recipient/Vendor Name:	WTIU
Department Head Initials of Approval:	RBD
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Desiree King, ITS Office Manager
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Barbara McKinney
Record Destruction Date: <i>(Legal to fill in)</i>	2033
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	21-645
Due Date For Signature:	As soon as possible
Expiration Date of Contract:	December 31, 2022
Renewal Date for Contract:	December 2022
Total Dollar Amount of Contract:	N/A
Funding Source:	No City funding required
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A

Summary of Contract:

2022 PEG Content Provider Agreements (WTIU)

The purpose of this agreement is to codify mutually agreeable conditions for the programming of the City of Bloomington's PEG (Public, Education and Government) channel assets. CATS Community Access Television Services programs five channels. This agreement outlines the content provider relationship and expectations of the City for the programming of City PEG channels.

CITY OF BLOOMINGTON
and
WTIU/INDIANA UNIVERSITY
PUBLIC, EDUCATION AND GOVERNMENT CHANNEL
PROGRAMMING AGREEMENT for 2022

WHEREAS, pursuant to the provisions of Indiana Code § 8-1-34-16, the Indiana Utility Regulatory Commission has the sole authority to grant a certificate of franchise authority to a video service provider (“VSP”); and,

WHEREAS, pursuant to the provisions of Indiana Code §§ 8-1-34 et seq., a VSP is required to make available on its video service system channels which contain public, educational, and governmental programming (“PEG channels”); and,

WHEREAS, pursuant to Sections 531 and 541 of the Communications Act, local franchising authorities may require cable operators to set aside channels for public, educational, or governmental (“PEG”) use; and,

WHEREAS, PEG Channels are broadly defined as follows:
Public access channels are available for use by the general public. They are usually administered either by the cable operator or by a third party designated by the franchising authority; *Educational* access channels are used by educational institutions for educational programming. Time on these channels is typically allocated by either the franchising authority or the cable operator among local schools, colleges and universities; *Governmental* access channels are used for programming by organs of local government. In most jurisdictions, the franchising authority directly controls these channels; and,

WHEREAS, pursuant to the provisions of Indiana Code § 8-1-34-27, the operation of a PEG channel is the responsibility of the unit that receives the benefit of the channel, that being the City of Bloomington (“City”), and the VSP is responsible for the transmission of the channel; and,

WHEREAS, the City of Bloomington (“City”) controls six PEG Channels; and,

WHEREAS, the City, through its Information and Technology Services Department (“ITS”), provides PEG channel program content from its PEGCPs (“Public Education & Government Content Providers”) – currently CATS and WTIU – at a common distribution point (“PEGHub”) at the Bloomington Telecom Hotel facility in downtown Bloomington; and,

WHEREAS, the WTIU wishes to provide one (1) channel of PEG programming to the City for the purpose of broadcast by Bloomington VSPs; and

WHEREAS, The PEGHub serves as a common distribution point for PEG content to multiple VSPs and provision of content from multiple PEGCPs at a single accessible location; and,

WHEREAS, the PEGCP wishes to reach an understanding with the City as to the terms and conditions of providing PEG channel programming from the common distribution point at the Telecom Hotel;

NOW, THEREFORE, the City and the PEGCP agree as follows:

Section 1. Location. The PEGCP shall provide PEG channel programming to the City's PEGHub, located in the City Cage at the Telecom Hotel. The Bloomington Telecom Hotel facility is located in downtown Bloomington at 7th and Walnut Streets (302 N. Walnut Street). The PEGCP shall be responsible for connecting at this location, securing space in the facility as needed, and cross connecting to the City's PEG Hub equipment in the City Rack. The City reserves the right to change the location of the PEG Hub if the Telecom Hotel closes or for any other reason. City will provide advance notice of relocation. In the event relocation occurs, The City and the PEGCP will negotiate mutually agreeable terms for covering the costs of connecting at the new PEG Hub location.

Section 2. Technical Specifications. The City shall permit PEGCP to patch into the City Cage to provide PEG programming under the terms of this agreement. The PEGCP shall provide video signal for PEG channels in SDI format, specifically Serial Digital Interface (SDI) video signal with embedded AES (digital audio). The connection type the PEGCP will be connecting to will be a Bayonet Neill Concelman (BNC) connector.

Section 3. Conditions. Consistent with the requirements of State and Federal law, the PEGCP shall:

- a. Program one City of Bloomington PEG channel.
- b. Provide the City of Bloomington PEG content at no less than full-screen broadcast resolution.
- c. Provide PEG suitable programming in keeping with the definition of PEG.
- d. Provide programming that is not otherwise available on other VSP channels.

Section 4. Connecting. The PEGCP shall be responsible for connecting at the PEG Hub location, securing space in the facility as needed and cross connecting to the City's PEG Hub equipment in the City Rack.

Section 5. Term. This Agreement shall be in full force and effect beginning on the date of execution of this Agreement and ending December 31, 2022. This agreement may be rescinded at the City's discretion with a 30-day written notice.

Section 6. Waiver of Warranties. The City and the PEGCP each expressly disclaim all express and implied warranties, including but not limited to the implied warranties or merchantability and fitness for a particular purpose. Except as otherwise provided in this agreement, no information, oral or written, provided or disseminated by the City or the

PEGCP shall create any express or implied warranties, guaranty of performance, or contractual obligations.

Section 7. Assignment of Rights. The rights granted to the PEGCP shall not be assigned in whole or in part without the City's prior written consent. In the event said consent is granted, the provisions of this Agreement shall be binding upon and inure to the benefit of any successors and assigns.

Section 8. Indemnification. The VSP and the City (the "Indemnifying Party") shall each defend, indemnify, and hold harmless the other (the "Indemnified Party") from and against all liabilities, judgments, claims, damages, settlements, expenses and costs, including reasonable attorneys' costs and litigation expenses, arising out of or relating to the Indemnified Party's execution and undertaking of this Agreement, insofar as such liabilities, judgments, claims, damages, settlements, expenses and costs arise out of or are based upon the breach of this Agreement by the Indemnifying Party or the programming provided pursuant to the terms hereof. The VSP and the City shall each promptly notify the other of any third party claim or legal action arising out of or related to this Agreement. The PEGCP is responsible for securing any necessary copyrights for its content.

The obligations of PEGCP shall be limited in substance by statutes and constitutional provisions designed to protect the exposure and liability of Indiana University as an instrumentality of the State of Indiana (e.g., actions and conditions as to which the PEGCP is immunized by the Indiana Tort Claims Act, dollar limits stated in such Act, exemption from punitive damages, the continued ability to defeat a claim by reason of contributory negligence or fault of claimant), so that its liability to indemnify, defend and hold harmless shall not exceed what might have been its liability to a claimant if sued directly by the claimant and all appropriate defenses had been raised by the PEGCP.

Section 9. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the PEGCP.

Section 10. 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 Monroe County, Indiana.

Section 11. Costs and Expense of Enforcement. If either the PEGCP or the City shall default in the performance of any of its obligations under this Agreement, it shall be responsible for the reimbursement of any attorneys' costs and expenses which the other may incur in enforcing any obligations herein.

Section 12. Waiver. No waiver by either party of any default or breach of the other party's performance of any term, condition or covenant of this Agreement shall be deemed to be a waiver or any subsequent default or breach of the same or any other term, condition or covenant contained in this Agreement.

Section 13. Notices. All notices required to be given by either party hereunder shall be in writing and delivered by hand, courier, overnight delivery service or registered or certified mail return receipt requested. Any notice or other communication under this Agreement shall be deemed given when received or refused and shall be directed to the following address:

CITY

Information & Technology Services Dept.
City of Bloomington
401 N. Morton Street, Suite 160
Bloomington, IN 47404
Attn: Director

The PEGCP

Radio & TV Center
1229 E 7th St
Bloomington, IN 47405
Attn: WTIU Station Manager

Section 14. Severability and Future Legal Developments. Should any part of the Agreement be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the Agreement is still served. In the event that action is taken by the Federal Communications Commission, Congress or the State of Indiana which addresses and impacts the responsibilities of the parties hereto regarding the provision of PEG channel programming, this agreement shall terminate, and the parties shall negotiate a new agreement consistent with that mandate.

In Witness whereof, the parties hereto have caused this Agreement to be executed on the dates following their signatures. The latest of the dates shall constitute the starting date of this Agreement.

CITY OF BLOOMINGTON

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

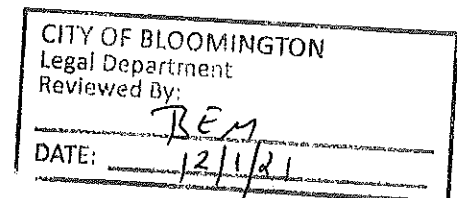
Date

By: Michael Clark FOR
John Hamilton, Mayor

12/2/2021
Date

WTIU

By: _____
Date: _____





CONTRACT COVER MEMORANDUM

TO: Barbara McKinney, Attorney, Legal

FROM: Rick Dietz, Director, ITS

DATE: 12/1/2021

RE: 2022 Community Access Television Services (CATS) funding agreement

Contract Recipient/Vendor Name:	Community Access Television Services (CATS)
Department Head Initials of Approval:	RBD
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Desiree King, ITS Office Manager
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Barbara McKinney
Record Destruction Date: <i>(Legal to fill in)</i>	2033
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	21-648
Due Date For Signature:	As soon as possible
Expiration Date of Contract:	December 31, 2022
Renewal Date for Contract:	December 2022
Total Dollar Amount of Contract:	\$455,807.00
Funding Source:	101-28-280000-53980
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract:

2022 Community Access Television Services Agreement (CATS)

The purpose of this agreement is to codify services provided by Community Access Television Services (CATS) and to codify the funding and accounting procedures, and equipment agreements provided by the City.

**CITY OF BLOOMINGTON and
MONROE COUNTY PUBLIC LIBRARY
CATS FUNDING AGREEMENT for 2022**

This Agreement is entered into on the _____ day of _____, 2021 at Bloomington, Indiana, by and between the Board of Public Works of the City of Bloomington, hereinafter referred to as the "City", the Monroe County Public Library, hereinafter referred to as "Library", and Community Access Television Services, hereinafter referred to as "CATS." CATS and the Library agree to provide services as set forth below and comply with all provisions of this Agreement, and the City agrees to provide funding as set forth below.

Article I. Services to be provided by Library.

CATS and the Library agree as follows:

- (a) To cablecast live coverage of City of Bloomington Common Council, Plan Commission, Board of Public Works, Board of Zoning Appeals, Board of Parks Commissioners, Bloomington Redevelopment Commission and Utilities Service Board meetings, if given at least one week's notice by the City of the meeting times. These meetings will also be replayed at least twice during the week they occur, and will be webcast as feasible by CATS. Upon request by the Office of the Mayor or City Information & Technology Services (ITS) Department, the Library will provide the City with free copies in the specified format of any of the above cablecast meetings or other meetings and events described elsewhere in this agreement.
- (b) To provide permanent archival digital storage of meetings which CATS cablecasts.
- (c) To provide off-premise secure backup (cloud backup is acceptable).
- (d) To provide live internet streaming of meetings.
- (e) To provide access to meetings through a browseable and searchable website.
- (f) To provide access to meetings through social media.
- (g) To provide access to meetings through over-the-top video devices (via YouTube for instance.)
- (h) To provide automated transcription of meeting content.
- (i) To produce weekly editions of "Pets without Partners" and provide cablecasts of other meetings and events, and to produce programs on community services and issues as requested by the City. The content of all City public meetings broadcast by CATS shall be placed in the public domain, meaning that the work may be freely reproduced,

distributed, transmitted, used, modified, built upon, or otherwise exploited by anyone for any purpose, commercial or non-commercial, and in any way, including by methods that have not yet been invented or conceived. CATS may not assert any copyright claim and no right shall attach to City public meeting broadcasts.

- (j) To provide quarterly financial reports to the City delineating the utilization of funds which Library has received for the support of CATS from the City of Bloomington, the Town of Ellettsville, Monroe County and any other source as well as funding received directly from Library.

The financial reports may be submitted in the format compatible with Library's normal budgeting information as is readily available through its existing accounting software. Budget lines shall include comparison of actual expenditures with budgeted amounts. Reports shall include a listing of all revenues designated for CATS by all entities contributing, including in-kind contributions from Library and other gifts, grants, etc., CATS receives.

Reports shall be submitted to the ITS Department, the Office of the City Controller and the Office of the Mayor no later than 30 days after the following dates: March 31; June 30; September 30 and December 31. In addition, the Library shall provide on a timely basis such financial reports as requested by the City in addition to quarterly reports in the format as referenced above.

- (k) To oversee its allocation of the cable channels available to the City through the City's franchise, for the purposes of public access, educational and governmental cablecasting. To use all grants and monies received by the Library from the City of Bloomington for the support of and usage by CATS only on costs directly related to the operations of CATS.
- (l) To participate in a 2022 consulting process with the City to evaluate City video services needs.

Article II. Designated use of Agreement Funds and Equipment.

The Library agrees to use Agreement funds and equipment as follows:

- (a) To pay for services rendered in accordance with this Agreement.
- (b) To utilize to the maximum extent feasible funds received from all sources of revenue.
- (c) To refund to the City of Bloomington funds received under this Agreement which may later be determined to have been received or expended in noncompliance with the Agreement as a result of audit by the State Board of Accounts or Library, pursuant to the terms of this Agreement.

- (d) To return all equipment made available through this Agreement within one week if requested by the City or upon termination of this Agreement.
- (e) To utilize equipment made available through this Agreement solely in the provision of services as outlined herein.

Article III. Data on Affirmative Action.

The Library agrees to implement an affirmative action plan which complies with the City's regulations for contractors. The Library will submit its affirmative action plan to the City's Contract Compliance Officer for review within ten days of signing this Funding Agreement, and shall make all necessary and reasonable changes to its plan to bring it into compliance within twenty days of notice from the Officer of any deficiencies.

Article IV. Funding Procedure.

To outline the system by which funds are to be transferred by the City to the Library, and to assure adequate documentation of disbursements by the City:

- (a) The Library will submit a signed claim voucher or invoice to the Information and Technology Services Department of the City of Bloomington, ITS, which will be processed in accordance with the City's normal practice for payments and reimbursements. Invoices may be submitted at the beginning of each quarter – January, April, July, and October.
- (b) The City will provide funding at the rate of **\$113,951.75** quarterly for the calendar year beginning January 1, 2022, with the total not to exceed **\$455,807.00**.

Article V. Accounting Procedures.

The Library agrees to maintain accounting procedures that shall provide for:

- (a) All grants and monies received by the Library from the City of Bloomington, the Town of Ellettsville, Monroe County and any other source are solely intended for the support of and usage by CATS and shall not on any account be made available for use as Library general operating funds. If at the end of any fiscal year such grants or monies have not been expended on costs directly related to the operations of CATS, said grants or monies shall remain for future usage for support of the operations of CATS and shall not revert or be otherwise transferred to any fund for general usage by, or support of, Library.
- (b) Accurate, current, and complete disclosure of the financial results of its service program.
- (c) Records which identify adequately the source and application of funds for program supported activities.

- (d) Effective control over and accountability for all funds, property and other assets. The Library will adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.

Article VI. Program Monitoring and Library Reporting Requirements.

In addition to the financial reports described in Article I (d), the Library agrees to submit to the Information & Technology Services Department and the Board of Public Works at least quarterly a report which shall cover each month of the previous quarter's programming and usage of the cable channels, proposed or planned special programming for the future and an analysis of services provided to City residents.

Article VII. Access to Records.

The Library agrees that it will give the City of Bloomington, through an authorized representative, access to, and the right to examine all records, books, papers or documents related to the funding provided by this Agreement, for the purpose of making surveys, audits, examinations, excerpts, and transcripts.

Article VIII. Retention of Records.

The Library agrees that it will retain for a period of three years financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement, with the following exceptions:

- (a) These records shall be retained beyond the three-year period if audit findings have not been resolved, in which case such records shall be retained until any audit findings are resolved.
- (b) At the request of the City any records pertinent to the program funded by this Agreement are to be transferred to the City if the City determines that the records possess long-term retention value, in which case the Library shall be exempt from the three-year retention period above.

The three-year period mentioned herein is to be determined from the date of the Library's biennial audit.

Article IX. Termination of Agreement.

The Library agrees that this Agreement is subject to the availability of funds and that if funds become unavailable for the performance of this Agreement, the City may terminate the Agreement. If funds become unavailable, the City shall promptly notify the Library in writing of the termination and the effective date which must be at least 30 days from notification.

It is further agreed that the City or the Library may terminate funding in whole or in part when both parties agree that the continuation of the program would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date, and, in the case of partial terminations, the portion to be terminated. The Library shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The City shall allow full credit to the Library for the allocable portion of noncancellable obligations, properly incurred by the Library prior to termination.

Article X. Forfeiture of Funds for Noncompliance.

It is agreed that the City may terminate any funding, in whole or in part, at any time before the date of completion of the program, whenever it is determined that the Library has failed to comply with the conditions of this Agreement, or with other conditions imposed by the laws, rules and regulations to which this Agreement refers. The City shall promptly notify the Library in writing of the determination and the reasons for the determination, together with the effective date. Payments made to the Library or recoveries by the City under funding terminated for cause shall be in accord with the legal rights and liabilities of the parties.

Article XI. Verification of Work Status.

The Library certifies that it is enrolled in the E-Verify program and has verified the work eligibility status of all newly hired employees through the E-Verify program, unless the E-Verify program no longer exists, and that signing this contract serves as an affidavit affirming that the Library does not knowingly employ an unauthorized alien.

Article XII. Investment Activities in Iran

In Witness whereof, the parties hereto have caused this Agreement to be executed on the dates following their signatures. The latest of the dates shall constitute the starting date of this Agreement.

CITY OF BLOOMINGTON

By: _____
Kyla Cox Deckard, Board of Public Works

Date: _____

By: Michael Mack FOR
John Hamilton, Mayor

Date: 12/2/2021

MONROE COUNTY PUBLIC LIBRARY:

By: _____
Marilyn Wood, Director

Date: _____

COMMUNITY ACCESS TELEVISION SERVICES:

By: _____
Michael White, General Manager

Date: _____

CITY OF BLOOMINGTON	
Legal Department	
Reviewed By: <u>Ben</u>	
DATE:	<u>12/1/21</u>



CONTRACT COVER MEMORANDUM

TO: Barbara McKinney, Attorney, Legal
FROM: Rick Dietz, Director, ITS
DATE: 12/1/2021
RE: 2022 BDU Use Agreement - MCPL

Contract Recipient/Vendor Name:	Monroe County Public Library
Department Head Initials of Approval:	RBD
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Desiree King, ITS Office Manager
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Barbara McKinney
Record Destruction Date: <i>(Legal to fill in)</i>	2 0 3 4
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	21 - 641
Due Date For Signature:	As soon as possible
Expiration Date of Contract:	December 31, 2023
Renewal Date for Contract:	December 2023
Total Dollar Amount of Contract:	N/A
Funding Source:	No City funding required
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	N A
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A

Summary of Contract:

2022 BDU Use Agreements (MCCSC, MCPL, Monroe County Government, IUHealth)
The purpose of these agreements is to codify mutually agreeable conditions on the use of the City of Bloomington's fiber assets by MCCSC, MCPL, Monroe County Government, and IUHealth. These agreements are in keeping with previous agreements with only minor edits. Monroe County Community School Corporation (MCCSC) is provided with 18 fiber strands, Monroe County Public Library (MCPL) with 4 strands, Monroe County Government with 6 strands and IUHealth with 2 strands. BDU partners are responsible for terminating and lighting the fiber strands themselves.

**AGREEMENT BETWEEN THE CITY OF BLOOMINGTON
AND THE MONROE COUNTY PUBLIC LIBRARY
FOR PERMISSION TO USE DIGITAL UNDERGROUND FIBER**

WHEREAS, the City of Bloomington (“City”), through its Information and Technology Services Department (“ITS”), has adopted a policy of placing fiber optic cable in buried conduit throughout the City and refers to this network as the Bloomington Digital Underground (“BDU”); and,

WHEREAS, Indiana Code § 36-1-7-2 authorizes governmental entities to enter into contracts to buy, sell, or exchanges services, supplies or equipment between or among themselves; and,

WHEREAS, the Monroe County Public Library (“MCPL”) is a governmental entity and seeks to obtain the services of the City in the form of connection to and use of strands of fiber of the BDU; and,

WHEREAS, the City wishes to provide said services to MCPL upon certain terms and conditions;

NOW, THEREFORE, the City and MCPL agree as follows:

Section 1: Term. This Agreement shall be in full force from the date this Agreement is fully executed and shall end on December 31, 2023.

Section 2: Permission. This Agreement grants MCPL permission to use four (4) strands of dark fiber optic cable located in the City’s BDU network.

Section 3: Payment. MCPL shall not be required to make payment to the City for the use of these fiber optic strands, however, the City reserves the right to enact legislation which could impose payment obligations. In the event that the City enacts legislation which would impose payment obligations, MCPL shall have the right to terminate its obligations under this Agreement. Any payment obligation which may be imposed shall be due and payable in advance on an annual basis.

Section 4: Use. MCPL shall be responsible for lighting the fibers. The City shall be responsible for patching over to MCPL’s ISP(s) within the Telecom Hotel.

Section 5. Connection: MCPL shall be responsible for securing any easements necessary for connection to the BDU and for construction of lateral connections in compliance with standards and specifications established by ITS. Line-locate wires must be installed in any lateral which connects to the BDU. Splicing and connection to the BDU must be performed by a certified technician, and all costs associated with connecting to the BDU shall be borne by MCPL. Upon completion of its connection to the BDU, MCPL shall provide the City with “as built” drawings in both print and digital form of MCPL’s connections and laterals. MCPL shall be responsible

for any repairs to the connections and laterals which must be performed during the term of this Agreement. MCPL shall notify the City forty-five (45) days in advance of any construction projects pertaining or connecting to the BDU.

Section 6. Responsibility for Maintenance and Repairs. The City shall be responsible for maintenance and repair of the BDU core network. MCPL shall be responsible for maintenance and repair of its lateral connections from the splice point to their facility. MCPL shall notify the City forty-eight (48) hours in advance of any maintenance hole or hand-hole entrance to the BDU.

Section 7. Restoration and Line Location Services. The City shall retain an Emergency Restoration Agreement ("ERA") on the BDU core network with a certified contractor. The City will provide line locate services for the BDU core network. MCPL shall be responsible for their own ERA of fiber optics from the splice point to their facility along with line location services unless the City has extended the BDU along the lateral pursuant to Section 9 below.

Section 8. Call Out Requirements. MCPL will provide a call out list to the City in case of emergency work. The list should include the order in which the City is to call out, the cell phone, pager, and home phone numbers, as well as e-mail addresses for each person on the list.

Section 9. Right to Co-locate. MCPL agrees to permit the City to install BDU conduit within any new MCPL lateral extension, with the City bearing the marginal additional cost of installation of said conduit. The City may, at its discretion, install conduit in all, part or none of the lateral extension.

Section 10. Substitution of Fibers. In the event that in the future MCPL obtains the City's permission to use fiber in a different conduit or a conduit as a whole, the City may request that MCPL discontinue use of the fibers referenced herein and those fibers shall be returned to the City's management in exchange for an equivalent number of fibers in the additional conduit or as part of the arrangement for the additional conduit itself.

Section 11. Rights Reserved. The City reserves the right to terminate its obligations under this Agreement without notice or liability to MCPL in the event that the Telecom Hotel shall cease service or change owners, or in the event of any damage, destruction or condemnation of the Telecom Hotel which renders it unusable or inoperable. The City also reserves the right to terminate its obligations under this Agreement at its sole discretion upon thirty (30) days written notice to MCPL.

Section 12. Waiver of Claims. The City and its agents shall have no liability to MCPL for any damage to the property of MCPL located in or about the BDU core network. MCPL hereby waives all claims for recovery from the City of any loss or damage incurred due to defects in, or damage to, the fiber optic cable system.

Section 13. Waiver of Warranties. The City expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. Except as otherwise provided in this Agreement, no information, oral or

written, provided or disseminated by the City shall create any express or implied warranties, guaranty of performance, or contractual obligations.

Section 14. Assignment of Rights. The rights granted to MCPL shall not be assigned in whole or in part without the City's prior written consent. In the event said consent is granted, the provisions of this Agreement shall be binding upon and inure to the benefit of any successors and assigns.

Section 15. Indemnification. MCPL shall defend, indemnify, and hold harmless the City from and against all liabilities, judgments, claims, damages, settlements, expenses and costs, including reasonable attorneys' fees and litigation expenses arising out of or relating to MCPL's execution and undertaking of this Agreement. MCPL shall promptly notify the City of any third party claim or legal action arising out of or related to this Agreement.

Section 16. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and MCPL.

Section 17. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Section 18. Costs and Expense of Enforcement. If MCPL shall default in the performance of any of its obligations under this Agreement, it shall be responsible for the reimbursement of any attorneys' fees and expenses which the City may incur in enforcing any obligations herein.

Section 19. Waiver. No waiver by either party of any default or breach of the other party's performance of any term, condition or covenant of this Agreement shall be deemed to be a waiver or any subsequent default or breach of the same or any other term, condition or covenant contained in this Agreement.

Section 20. Notices. All notices required to be given by either party hereunder shall be in writing and delivered by hand, courier, overnight delivery service or registered or certified mail return receipt requested. Any notice or other communication under this Agreement shall be deemed given when received or refused and shall be directed to the following address:

CITY

Information & Technology Services Dept.
City of Bloomington
401 N. Morton Street, Suite 160
Bloomington, IN 47404
Attn: Director

MCPL

Monroe County Public Library
303 E. Kirkwood Ave.
Bloomington, IN 47408
Attn: Director

Section 20. Severability. Should any part of the Agreement be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the Agreement is still served.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates following their signatures. The latest of the dates shall constitute the starting date of this Agreement.

City of Bloomington
Board of Public Works
By:

Monroe County Public Library
Board of Trustees
By:

Kyla Cox Deckard, President

President, MCPL Board of Trustees

Date

Date

John Hamilton for

John Hamilton, Mayor

Marilyn Wood, MCPL Director

12/2/2021

Date

Date

CITY OF BLOOMINGTON Legal Department Reviewed By: <i>BEA</i> DATE: <i>12/1/21</i>
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CONTRACT COVER MEMORANDUM

TO: Barbara McKinney, Attorney, Legal
FROM: Rick Dietz, Director, ITS
DATE: 12/1/2021
RE: 2022 BDU Use Agreement - MCCSC

Contract Recipient/Vendor Name:	Monroe County Community School Corporation
Department Head Initials of Approval:	RBD
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Desiree King, ITS Office Manager
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Barbara McKinney
Record Destruction Date: <i>(Legal to fill in)</i>	2034
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	21-642
Due Date For Signature:	As soon as possible
Expiration Date of Contract:	December 31, 2023
Renewal Date for Contract:	December 2023
Total Dollar Amount of Contract:	N/A
Funding Source:	No City funding required
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A

Summary of Contract:

2022 BDU Use Agreements (MCCSC, MCPL, Monroe County Government, IUHealth)

The purpose of these agreements is to codify mutually agreeable conditions on the use of the City of Bloomington's fiber assets by MCCSC, MCPL, Monroe County Government, and IUHealth. These agreements are in keeping with previous agreements with only minor edits. Monroe County Community School Corporation (MCCSC) is provided with 18 fiber strands, Monroe County Public Library (MCPL) with 4 strands, Monroe County Government with 6 strands and IUHealth with 2 strands. BDU partners are responsible for terminating and lighting the fiber strands themselves.

**AGREEMENT BETWEEN THE CITY OF BLOOMINGTON
AND THE MONROE COUNTY COMMUNITY SCHOOL CORPORATION
FOR PERMISSION TO USE DIGITAL UNDERGROUND FIBER**

WHEREAS, the City of Bloomington ("City"), through its Information and Technology Services Department ("ITS"), has adopted a policy of placing fiber optic cable in buried conduit throughout the City and refers to this network as the Bloomington Digital Underground ("BDU"); and,

WHEREAS, Indiana Code § 36-1-7-2 authorizes governmental entities to enter into contracts to buy, sell, or exchanges services, supplies or equipment between or among themselves; and,

WHEREAS, the Monroe County Community School Corporation ("MCCSC") is a governmental entity and seeks to obtain the services of the City in the form of connection to and use of strands of fiber of the BDU; and,

WHEREAS, the City wishes to provide said services to MCCSC upon certain terms and conditions;

NOW, THEREFORE, the City and MCCSC agree as follows:

Section 1: Term. This Agreement shall be in full force from the date this Agreement is fully executed and shall end on December 31, 2023.

Section 2: Permission. This Agreement grants MCCSC permission to use eighteen (18) strands of dark fiber optic cable located in the City's BDU network.

Section 3: Payment. MCCSC shall not be required to make payment to the City for the use of these fiber optic strands, however, the City reserves the right to enact legislation which could impose payment obligations. In the event that the City enacts legislation which would impose payment obligations, MCCSC shall have the right to terminate its obligations under this Agreement. Any payment obligation which may be imposed shall be due and payable in advance on an annual basis.

Section 4: Use. MCCSC shall be responsible for lighting the fibers.

Section 5. Connection: MCCSC shall be responsible for securing any easements necessary for connection to the BDU and for construction of lateral connections in compliance with standards and specifications established by ITS. Line-locate wires must be installed in any lateral which connects to the BDU. Splicing and connection to the BDU must be performed by a certified technician, and all costs associated with connecting to the BDU shall be borne by MCCSC. Upon completion of its connection to the BDU, MCCSC shall provide the City with "as built" drawings in both print and digital form of MCCSC's connections and laterals. MCCSC shall be responsible for any repairs to the connections and laterals which must be performed during the

term of this Agreement. MCCSC shall notify the City forty-five (45) days in advance of any construction projects pertaining or connecting to the BDU.

Section 6. Responsibility for Maintenance and Repairs. The City shall be responsible for maintenance and repair of the BDU core network. MCCSC shall be responsible for maintenance and repair of its lateral connections from the splice point to their facility. MCCSC shall notify the City forty-eight (48) hours in advance of any maintenance hole or hand-hole entrance to the BDU.

Section 7. Restoration and Line Location Services. The City shall retain an Emergency Restoration Agreement ("ERA") on the BDU core network with a certified contractor. The City will provide line locate services for the BDU core network. MCCSC shall be responsible for their own ERA of fiber optics from the splice point to their facility along with line location services unless the City has extended the BDU along the lateral pursuant to Section 9 below.

Section 8. Call Out Requirements. MCCSC will provide a call out list to the City in case of emergency work. The list should include the order in which the City is to call out, the cell phone, pager, and home phone numbers, as well as e-mail addresses for each person on the list.

Section 9. Right to Co-locate. MCCSC agrees to permit the City to install BDU conduit within any new MCCSC lateral extension, with the City bearing the marginal additional cost of installation of said conduit. The City may, at its discretion, install conduit in all, part or none of the lateral extension.

Section 10. Substitution of Fibers. In the event that in the future MCCSC obtains the City's permission to use fiber in a different conduit or a conduit as a whole, the City may request that MCCSC discontinue use of the fibers referenced herein and those fibers shall be returned to the City's management in exchange for an equivalent number of fibers in the additional conduit or as part of the arrangement for the additional conduit itself.

Section 11. Rights Reserved. The City shall not be liable for any interruption of services in the event of damage, destruction, condemnation or closure of the Telecom Hotel which renders it unusable or inoperable. The City also reserves the right to terminate its obligations under this Agreement at its sole discretion upon 60 days written notice to MCCSC.

Section 12. Waiver of Claims. The City and its agents shall have no liability to MCCSC for any damage to the property of MCCSC located in or about the BDU core network. MCCSC hereby waives all claims for recovery from the City of any loss or damage incurred due to defects in, or damage to, the fiber optic cable system.

Section 13. Waiver of Warranties. The City expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. Except as otherwise provided in this Agreement, no information, oral or written, provided or disseminated by the City shall create any express or implied warranties, guaranty of performance, or contractual obligations.

Section 14. Assignment of Rights. The rights granted to MCCSC shall not be assigned in whole or in part without the City's prior written consent. In the event said consent is granted, the provisions of this Agreement shall be binding upon and inure to the benefit of any successors and assigns.

Section 15. Indemnification. MCCSC shall defend, indemnify, and hold harmless the City from and against all liabilities, judgments, claims, damages, settlements, expenses and costs, including reasonable attorneys' fees and litigation expenses arising out of or relating to MCCSC's execution and undertaking of this Agreement. MCCSC shall promptly notify the City of any third party claim or legal action arising out of or related to this Agreement.

Section 16. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and MCCSC.

Section 17. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Section 18. Costs and Expense of Enforcement. If MCCSC shall default in the performance of any of its obligations under this Agreement, it shall be responsible for the reimbursement of any attorneys' fees and expenses which the City may incur in enforcing any obligations herein.

Section 19. Waiver. No waiver by either party of any default or breach of the other party's performance of any term, condition or covenant of this Agreement shall be deemed to be a waiver or any subsequent default or breach of the same or any other term, condition or covenant contained in this Agreement.

Section 20. Notices. All notices required to be given by either party hereunder shall be in writing and delivered by hand, courier, overnight delivery service or registered or certified mail return receipt requested. Any notice or other communication under this Agreement shall be deemed given when received or refused and shall be directed to the following address:

CITY
Information & Technology Services Dept.
City of Bloomington
401 N. Morton Street, Suite 160
Bloomington, IN 47404
Attn: Director

MCCSC
Monroe County Community School Corp.
315 E North Drive
Bloomington, IN 47401
Attn: Director

Section 20. Severability. Should any part of the Agreement be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the Agreement is still served.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates following their signatures. The latest of the dates shall constitute the starting date of this Agreement.

City of Bloomington
Board of Public Works
By:

Kyla Cox Deckard, President

Date

Marked By for
John Hamilton, Mayor

12/2/2021
Date

Monroe County Community School
Corporation Board of Trustees
By:

Cathy Fuentes-Rohwer, President

Date

CITY OF BLOOMINGTON	
Legal Department	
Reviewed By <i>BEM</i>	
DATE:	<i>12/1/21</i>



CONTRACT COVER MEMORANDUM

TO: Barbara McKinney, Attorney, Legal **FROM:** Rick Dietz,
Director, ITS **DATE:**
12/1/2021
RE: 2022 BDU Use Agreement - Monroe County Government

Contract Recipient/Vendor Name:	Monroe County Government
Department Head Initials of Approval:	RBD
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Desiree King, ITS Office Manager
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Barbara McKinney
Record Destruction Date: <i>(Legal to fill in)</i>	2034
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	21-644
Due Date For Signature:	As soon as possible
Expiration Date of Contract:	December 31, 2023
Renewal Date for Contract:	December 2023
Total Dollar Amount of Contract:	N/A
Funding Source:	No City funding required
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A

Summary of Contract:

2022 BDU Use Agreements (MCCSC, MCPL, Monroe County Government, IUHealth)

The purpose of these agreements is to codify mutually agreeable conditions on the use of the City of Bloomington's fiber assets by MCCSC, MCPL, Monroe County Government, and IUHealth. These agreements are in keeping with previous agreements with only minor edits. Monroe County Community School Corporation (MCCSC) is provided with 18 fiber strands, Monroe County Public Library (MCPL) with 4 strands, Monroe County Government with 6 strands and IUHealth with 2 strands. BDU partners are responsible for terminating and lighting the fiber strands themselves.

**AGREEMENT BETWEEN THE CITY OF BLOOMINGTON
AND MONROE COUNTY
FOR PERMISSION TO USE DIGITAL UNDERGROUND FIBER**

WHEREAS, the City of Bloomington ("City"), through its Information and Technology Services Department ("ITS"), has adopted a policy of placing fiber optic cable in buried conduit throughout the City and refers to this network as the Bloomington Digital Underground ("BDU"); and,

WHEREAS, Indiana Code § 36-1-7-2 authorizes governmental entities to enter into contracts to buy, sell, or exchanges services, supplies or equipment between or among themselves; and,

WHEREAS, Monroe County, Indiana ("County") is a governmental entity and seeks to obtain the services of the City in the form of connection to and use of six strands of fiber of the BDU; and,

WHEREAS, the City wishes to provide said services to County upon certain terms and conditions;

NOW, THEREFORE, the City and County agree as follows:

Section 1: Term. This Agreement shall be in full force from the date this Agreement is fully executed and shall end on December 31, 2023.

Section 2: Permission. This Agreement grants County permission to use six (6) strands of dark fiber optic cable located in the City's BDU network.

Section 3: Payment. County shall not be required to make payment to the City for the use of these fiber optic strands, however, the City reserves the right to enact legislation which could impose payment obligations. In the event that the City enacts legislation which would impose payment obligations, County shall have the right to terminate its obligations under this Agreement. Any payment obligation which may be imposed shall be due and payable in advance on an annual basis.

Section 4: Use. County shall be responsible for lighting the fibers. The City shall be responsible for patching over to County's ISP(s) within the Telecom Hotel.

Section 5. Connection: County shall be responsible for securing any easements necessary for connection to the BDU and for construction of lateral connections in compliance with standards and specifications established by ITS. Line-locate wires must be installed in any lateral which connects to the BDU. Splicing and connection to the BDU must be performed by a certified technician, and all costs associated with connecting to the BDU shall be borne by County. Upon completion of its connection to the BDU, County shall provide the City with "as built" drawings in both print and digital form of County's connections and laterals. County shall be responsible

for any repairs to the connections and laterals which must be performed during the term of this Agreement. County shall notify the City forty-five (45) days in advance of any construction projects pertaining or connecting to the BDU.

Section 6. Responsibility for Maintenance and Repairs. The City shall be responsible for maintenance and repair of the BDU core network. County shall be responsible for maintenance and repair of its lateral connections from the splice point to their facility. County shall notify the City forty-eight (48) hours in advance of any maintenance hole or hand-hole entrance to the BDU.

Section 7. Restoration and Line Location Services. The City shall retain an Emergency Restoration Agreement ("ERA") on the BDU core network with a certified contractor. The City will provide line locate services for the BDU core network. County shall be responsible for their own ERA of fiber optics from the splice point to their facility along with line location services unless the City has extended the BDU along the lateral pursuant to Section 9 below.

Section 8. Call Out Requirements. County will provide a call out list to the City in case of emergency work. The list should include the order in which the City is to call out, the cell phone, pager, and home phone numbers, as well as e-mail addresses for each person on the list.

Section 9. Right to Co-locate. County agrees to permit the City to install BDU conduit within any new County lateral extension, with the City bearing the marginal additional cost of installation of said conduit. The City may, at its discretion, install conduit in all, part or none of the lateral extension.

Section 10. Substitution of Fibers. In the event that in the future County obtains the City's permission to use fiber in a different conduit or a conduit as a whole, the City may request that County discontinue use of the fibers referenced herein and those fibers shall be returned to the City's management in exchange for an equivalent number of fibers in the additional conduit or as part of the arrangement for the additional conduit itself.

Section 11. Rights Reserved. The City shall not be liable for any interruption of services in the event of damage, destruction, condemnation or closure of the Telecom Hotel which renders it unusable or inoperable. The City also reserves the right to terminate its obligations under this Agreement at its sole discretion upon 120 days written notice to County.

Section 12. Waiver of Claims. The City and its agents shall have no liability to County for any damage to the property of County located in or about the BDU core network. County hereby waives all claims for recovery from the City of any loss or damage incurred due to defects in, or damage to, the fiber optic cable system.

Section 13. Waiver of Warranties. The City expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. Except as otherwise provided in this Agreement, no information, oral or written, provided or disseminated by the City shall create any express or implied warranties, guaranty of performance, or contractual obligations.

Section 14. Assignment of Rights. The rights granted to County shall not be assigned in whole or in part without the City's prior written consent. In the event said consent is granted, the provisions of this Agreement shall be binding upon and inure to the benefit of any successors and assigns.

Section 15. Indemnification. County shall defend, indemnify, and hold harmless the City from and against all liabilities, judgments, claims, damages, settlements, expenses and costs, including reasonable attorneys' fees and litigation expenses arising out of or relating to County's execution and undertaking of this Agreement. County shall promptly notify the City of any third party claim or legal action arising out of or related to this Agreement.

Section 16. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and County.

Section 17. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Section 18. Costs and Expense of Enforcement. If County shall default in the performance of any of its obligations under this Agreement, it shall be responsible for the reimbursement of any attorneys' fees and expenses which the City may incur in enforcing any obligations herein.

Section 19. Waiver. No waiver by either party of any default or breach of the other party's performance of any term, condition or covenant of this Agreement shall be deemed to be a waiver or any subsequent default or breach of the same or any other term, condition or covenant contained in this Agreement.

Section 12. Notices. All notices required to be given by either party hereunder shall be in writing and delivered by hand, courier, overnight delivery service or registered or certified mail return receipt requested. Any notice or other communication under this Agreement shall be deemed given when received or refused and shall be directed to the following address:

CITY

Information & Technology Services Dept.
City of Bloomington
401 N. Morton Street, Suite 160
Bloomington, IN 47404
Attn: Director

County

Monroe County Government
Technical Services
Monroe County Courthouse Room 112
Bloomington, IN 47404
Attn: Director

Section 20. Severability. Should any part of the Agreement be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the Agreement is still served.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates following their signatures. The latest of the dates shall constitute the starting date of this Agreement.

City of Bloomington
Board of Public Works
By:

Monroe County, Indiana
Board of Commissioners
By:

Kyla Cox Deckard, President

Julie Thomas, President
Board of Commissioners

Date

Date

Mickel Rouben FOR

John Hamilton, Mayor

Lee Jones, Vice President
Board of Commissioners

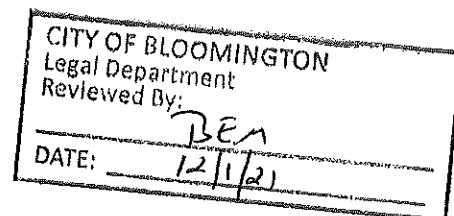
12/2/2021

Date

Date

Penny Githens, Commissioner

Date





CONTRACT COVER MEMORANDUM

TO: Barbara McKinney, Attorney, Legal
FROM: Rick Dietz, Director, ITS **DATE:**
12/1/2021
RE: 2022 BDU Use Agreement - IU Health

Contract Recipient/Vendor Name:	IU Health
Department Head Initials of Approval:	RBD
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Desiree King, ITS Office Manager
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Barbara McKinney
Record Destruction Date: <i>(Legal to fill in)</i>	2034
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	21-643
Due Date For Signature:	As soon as possible
Expiration Date of Contract:	December 31, 2023
Renewal Date for Contract:	December 2023
Total Dollar Amount of Contract:	N/A
Funding Source:	No City funding required
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	NA
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A

Summary of Contract:

2022 BDU Use Agreements (MCCSC, MCPL, Monroe County Government, IUHealth)

The purpose of these agreements is to codify mutually agreeable conditions on the use of the City of Bloomington's fiber assets by MCCSC, MCPL, Monroe County Government, and IUHealth. These agreements are in keeping with previous agreements with only minor edits. Monroe County Community School Corporation (MCCSC) is provided with 18 fiber strands, Monroe County Public Library (MCPL) with 4 strands, Monroe County Government with 6 strands and IUHealth with 2 strands. BDU partners are responsible for terminating and lighting the fiber strands themselves.

**AGREEMENT BETWEEN THE CITY OF BLOOMINGTON
AND INDIANA UNIVERSITY HEALTH
FOR PERMISSION TO USE DIGITAL UNDERGROUND FIBER**

WHEREAS, the City of Bloomington (“City”), through its Information and Technology Services Department (“ITS”), has adopted a policy of placing fiber optic cable in buried conduit throughout the City and refers to this network as the Bloomington Digital Underground (“BDU”); and,

WHEREAS, the City wishes to provide dark fiber in the BDU network to public entities, governmental units, and not-for-profit groups serving a public, educational, or charitable interest; and,

WHEREAS, the City has heretofore permitted several governmental entities to use available dark fiber in the BDU network free of charge to facilitate their efforts to serve the citizens of Bloomington and Monroe County; and,

WHEREAS, the City wishes to provide said services, upon certain terms and conditions, to various not-for-profit entities to foster use of technology, information, and communications infrastructure and services for the maximum benefit of the community;

WHEREAS, The City has previously and successfully partnered with Bloomington Hospital (now Indiana University Health Bloomington), along with HealthLinc (previously the Bloomington E-Health Collaborative) and Smithville Digital to provide connectivity to the Volunteers in Medicine Clinic; and,

WHEREAS, Indiana University Health (“IU Health”) is a not-for-profit corporation which is providing health services and engaging in health information exchange and seeks to obtain the services of the City in the form of use of two strands of fiber of the BDU; and,

WHEREAS, the City wishes to provide said services to IU Health upon certain terms and conditions;

NOW, THEREFORE, the City and IU Health agree as follows:

Section 1: Term. This Agreement shall be in full force from the date this Agreement is fully executed and shall end on December 31, 2023.

Section 2: Permission. This Agreement grants IU Health permission to use two (2) strands of dark fiber optic cable located in the City’s BDU network.

Section 3: Payment. IU Health shall not be required to make payment to the City for the use of these fiber optic strands, however, the City reserves the right to enact legislation which could impose payment obligations. In the event that the City enacts legislation which would impose payment obligations such obligations would come into effect for IU Health at the end of this

agreement term. Furthermore IU Health shall have the right to terminate its obligation under this Agreement per Section 11.

Section 4: Use. IU Health shall be responsible for lighting the fibers. The City shall be responsible for patching within the Telecom Hotel.

Section 5. Connection: IU Health shall be responsible for securing any easements necessary for connection to the BDU and for construction of lateral connections in compliance with standards and specifications established by ITS. Line-locate wires must be installed in any lateral which connects to the BDU. Splicing and connection to the BDU must be performed by a certified technician, and all costs associated with connecting to the BDU shall be borne by IU Health. Upon completion of its connection to the BDU, IU Health shall provide the City with "as built" drawings in both print and digital form of IU Health's connections and laterals. IU Health shall be responsible for any repairs to the connections and laterals which must be performed during the term of this Agreement. IU Health shall notify the City forty-five (45) days in advance of any construction projects pertaining or connecting to the BDU.

Section 6. Responsibility for Maintenance and Repairs. The City shall be responsible for maintenance and repair of the BDU core network. IU Health shall be responsible for maintenance and repair of its lateral connections from the splice point to their facility. IU Health shall notify the City forty-eight (48) hours in advance of any maintenance hole or hand-hole entrance to the BDU.

Section 7. Restoration and Line Location Services. The City shall retain an Emergency Restoration Agreement ("ERA") on the BDU core network with a certified contractor. The City will provide line locate services for the BDU core network. IU Health shall be responsible for their own ERA of fiber optics from the splice point to their facility along with line location services unless the City has extended the BDU along the lateral pursuant to Section 9 below.

Section 8. Call Out Requirements. IU Health will provide a call out list to the City in case of emergency work. The list should include the order in which the City is to call out, the cell phone, pager, and home phone numbers, as well as e-mail addresses for each person on the list.

Section 9. Right to Co-locate. IU Health agrees to permit the City to install BDU conduit within any new IU Health lateral extension, with the City bearing the marginal additional cost of installation of said conduit. The City may, at its discretion, install conduit in all, part or none of the lateral extension.

Section 10. Substitution of Fibers. In the event that in the future IU Health obtains the City's permission to use fiber in a different conduit or a conduit as a whole, the City may request that IU Health discontinue use of the fibers referenced herein and those fibers shall be returned to the City's management in exchange for an equivalent number of fibers in the additional conduit or as part of the arrangement for the additional conduit itself.

Section 11. Rights Reserved. The City shall not be liable for any interruption of services in the event of damage, destruction, condemnation or closure of the Telecom Hotel which renders it

unusable or inoperable. Both parties reserve the right to terminate its obligations under this Agreement at either party's sole discretion upon 120 days written notice to other party.

Section 12. Waiver of Claims. The City and its agents shall have no liability to IU Health for any damage to the property of IU Health located in or about the BDU core network. IU Health hereby waives all claims for recovery from the City of any loss or damage incurred due to defects in, or damage to, the fiber optic cable system.

Section 13. Waiver of Warranties. The City expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. Except as otherwise provided in this Agreement, no information, oral or written, provided or disseminated by the City shall create any express or implied warranties, guaranty of performance, or contractual obligations.

Section 14. Assignment of Rights. The rights granted to IU Health shall not be assigned in whole or in part without the City's prior written consent. In the event said consent is granted, the provisions of this Agreement shall be binding upon and inure to the benefit of any successors and assigns.

Section 15. Indemnification. IU Health shall defend, indemnify, and hold harmless the City from and against all liabilities, judgments, claims, damages, settlements, expenses and costs, including reasonable attorneys' fees and litigation expenses arising out of or relating to IU Health's execution and undertaking of this Agreement. IU Health shall promptly notify the City of any third party claim or legal action arising out of or related to this Agreement.

Section 16. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and IU Health.

Section 17. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Section 18. Costs and Expense of Enforcement. If IU Health shall default in the performance of any of its obligations under this Agreement, it shall be responsible for the reimbursement of any attorneys' fees and expenses which the City may incur in enforcing any obligations herein.

Section 19. Waiver. No waiver by either party of any default or breach of the other party's performance of any term, condition or covenant of this Agreement shall be deemed to be a waiver or any subsequent default or breach of the same or any other term, condition or covenant contained in this Agreement.

Section 20. Notices. All notices required to be given by either party hereunder shall be in writing and delivered by hand, courier, overnight delivery service or registered or certified mail return receipt requested. Any notice or other communication under this Agreement shall be deemed given when received or refused and shall be directed to the following address:

CITY

Information & Technology Services Dept.
City of Bloomington
401 N. Morton Street, Suite 160
Bloomington, IN 47404
Attn: Director

Indiana University Health, Inc

1515 N Senate Ave, SC Suite S184
Indianapolis, IN 46202-7174
Attn: Justin Wood

Section 21. Severability. Should any part of the Agreement be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the Agreement is still served.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates following their signatures. The latest of the dates shall constitute the starting date of this Agreement.

**City of Bloomington
Board of Public Works**

By:

Indiana University Health, Inc.

By:

Kyla Cox Deckard, President

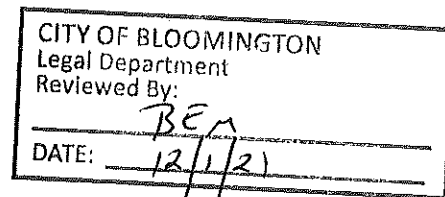
Tim Tarnowski, CIO

Date

Date

Michael O'Rourke FOR _____
John Hamilton, Mayor

12/2/2021
Date





Board of Public Works Staff Report

Project/Event: 2021 Harrell-Fish Service Agreement
Addendum #1

Petitioner/Representative: Public Works , JD Boruff

Staff Representative: JD Boruff

Date: 12.07.2021

Report:

This is an addendum for the 2021 Service Agreement with Harrell-Fish, Inc., to perform services at City facilities for Plumbing repairs and maintenance. We are also requesting an additional \$25,000 to increase our do not exceed amount. We did not account for additional work caused by the flooding back in June of 2021.

Increase by = \$25,000
New contract amount = \$170,000

Funding Source will be: 101-19-190000.53610 (Building Repairs)

City of Bloomington Contract and Purchase Justification Form

Vendor: Harrell-Fish, Inc

Contract Amount: \$25,000 - \$170,000 Total

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: 0

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?

☐☒

This is an addendum to an existing contract

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

This is an addendum to an existing contract. We renew our services with HFI yearly.

JD Boruff

Facilities Director

Department of Public Works

Print/Type Name

Print/Type Title

Department

ADDENDUM #1 TO 2021 SERVICE AGREEMENT

**Between the
CITY OF BLOOMINGTON
And
HARRELL-FISH, INC.**

This Addendum increases the not to exceed amount which will allow Harrell-Fish, LLC, to provide additional services at City Facilities, as follows:

1. On October 27, 2020, the Board of Public Works approved the 2021 Services Agreement with Harrell-Fish, Inc.
2. **Article 1. Scope of Services** only addressed HVAC repair and preventative maintenance at all facilities. This Addendum will add that the Contractor shall also perform repair and preventative maintenance services on plumbing systems and equipment at all facilities maintained by the Department.
3. **Article 4. Compensation** contained a not to exceed cost of \$145,000. This Addendum will raise the not to exceed of the entire contract by adding an additional \$25,000. The total compensation paid under this Service Agreement shall not exceed \$170,000.
4. In all other respects, the Agreement shall remain in effect as originally written.

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

CITY OF BLOOMINGTON

Harrell-Fish, Inc.

By: _____
Dana Palazzo, President
Board of Public Works

By: _____

Name and Title

Date: _____

Date: _____

By: _____
Adam Wason, Director
Public Works Department

Date: _____

By: _____

John Hamilton, Mayor

Date: _____



Board of Public Works Staff Report

Project/Event: Service Contract with Trinkle Snowplowing, LLC for Snow Removal and Ice Melt Application

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: December 7, 2021

This is a service agreement for the removal of ice and snow at Public Works Facilities. Trinkle Snowplowing, LLC has been our contractor for these services since 2019.

Compensation not to exceed \$40,000.00.

Respectfully submitted,

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Trinkle Snowplowing, LLC

Contract Amount: \$40,000

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)

☐

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: 0

Yes No

Met city requirements?

☒
☐

Met item or need requirements?

☒
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Was an evaluation team used?

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Was scoring grid used?

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Were vendor presentations requested?

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☒

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

☐
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We renew a service agreement with Trinkle every year.

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

We renew a service agreement with Trinkle every year.

JD Boruff

Facilities Director

Department of Public Works

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
TRINKLE SNOWPLOWING, LLC**

This Agreement, entered into on this 7th day of December, 2021, by and between the City of Bloomington Department of Public Works (the “Department”), and Trinkle Snowplowing, LLC (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: Snow removal and application of ice melting chemicals. These services will be performed at City facilities (“Services”) for a set price of One Hundred Twenty Dollars (\$120.00) per hour. Ice melting chemicals shall be charged at the rate of Thirteen Dollars (\$13.00) per Fifty (50) pounds of chemical applied. This rate shall include any trip charges and/or fuel charges. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31st, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Forty Thousand Dollars (\$40,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to public.works@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor: Trinkle Snowplowing, LLC, 455 South Cataract Road, Spencer Indiana 47460.
Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

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

CITY OF BLOOMINGTON

John Hamilton, Mayor

Trinkle Snowplowing, LLC

Richard Trinkle, Owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Dana Henke, President, Board of Public Works

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

Trinkle Snowplowing, LLC

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public _____ County of Residence: _____

Commission #: _____



Board of Public Works Staff Report

Project/Event: 2022 Service Agreement with Nature's Way, Inc. for Plant Maintenance at City Hall

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: December 7, 2021

This contract is for plant maintenance at City Hall.

Compensation not to exceed \$4,241.16.

Respectfully submitted,

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Nature's Way

Contract Amount: \$4,241.6

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: 0

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.)

☐
☒

We renew a service agreement with Nature's Way every year.

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

We renew a service agreement with Nature's Way every year.

JD Boruff

Facilities Director

Department of Public Works

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
NATURE'S WAY, INC.**

This Agreement, entered into on this 7th day of December, 2021, by and between the City of Bloomington Public Works Department (the "Department"), and Nature's Way, Inc. ("Contractor").

Article 1. Scope of Services Contractor shall provide regular weekly maintenance of the potted plants placed throughout City Hall. Plants shall be maintained in a good and healthy condition and shall be replaced when needed. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Public Works Operations and Facilities Director, as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Thirty-Nine Dollars and Twenty Cents (\$4,039.20). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to public.works@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services depending on Department needs.

Article 7. Termination In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: J. D. Boruff, 401 N. Morton St., Suite 120, Bloomington, IN 47404.

Contractor: Nature's Way, Inc., Attn: Beth Matney, 7330 N. Wayport Road, Bloomington, IN 47408.

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

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

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

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

CITY OF BLOOMINGTON

NATURE'S WAY, INC.

John Hamilton, Mayor

Beth Matney, Chief Financial Officer

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Dana Henke, President, Board of Public Works

E-VERIFY AFFIDAVIT

AFFIDAVIT

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

NATURE'S WAY, INC.

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Commission Number: _____

Printed Name of Notary Public

County of Residence: _____



Board of Public Works Staff Report

Project/Event: 2022 Service Agreement with Indiana Door & Hardware Specialties, Inc. for Locksmithing services and installation and repair of doors and door hardware.

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: December 7, 2021

This contract is for locksmithing services and installation and repair of doors and door hardware at all City facilities maintained by the Public Works Facilities Division.

Compensation not to exceed \$7,500.00.

Respectfully submitted,

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Indiana Door & Hardware

Contract Amount: \$7,500.00

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)

☐

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: 0

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.)

☐☒

This is a service agreement we renew every year.

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

This is a service agreement we renew every year.

JD Boruff

Facilities Director

Department of Public Works

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
INDIANA DOOR & HARDWARE SPECIALTIES, INC.**

This Agreement, entered into on this 7th day of December, 2021, by and between the City of Bloomington Department of Public Works (the “Department”), and Indiana Door & Hardware Specialties, Inc. (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: Locksmithing, door installation and repair, and door hardware installation and repair. These services will be performed at City facilities (“Services”) for a set price of Seventy-Five Dollars (\$75.00) per hour, per person for the first hour of each visit, then Sixty Dollars (\$60.00) for each additional hour during normal business hours. Normal business hours for Contractor are Monday-Friday 7:30 am - 4:00 pm. Any work performed outside normal business hours, including evenings, weekends, and holidays, will be performed at the rate of Ninety Dollars (\$90.00) per hour, per person. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31st, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to public.works@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor: Indiana Door & Hardware Specialties, Inc., Attn: Troy Baker, 1800 W. 17th St., Bloomington Indiana 47404.

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

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

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

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

CITY OF BLOOMINGTON

**INDIANA DOOR & HARDWARE
SPECIALTIES, INC.**

John Hamilton, Mayor

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director, Public Works Department

Dana Henke, President, Board of Public Works

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

Indiana Door & Hardware Specialties, Inc.

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public _____ County of Residence: _____



Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Department of Public Works

Staff Representative: Christina Smith

Meeting Date: December 07, 2021

The Department of Public Works requested and received an Outdoor Lighting Service Agreement to install along W Gray St, N Lemon Ln & W Fountain Dr.

W Gray St, N Lemon Ln & W Fountain Dr

Locations: W Gray St, N Lemon Ln & W Fountain Dr

Fixtures: Six (6) 70 Watt LED Roadway fixtures

Poles: Existing wooden poles

Funding Source: Local Roads and Streets Fund

Option A: \$5,003.65

Estimated Monthly Charge: \$19.65

As a standard practice, the City has elected lease Option A on all of the outdoor lighting service agreements for equipment costs. The one-time lump sum for equipment costs and the ongoing monthly costs will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

City of Bloomington Contract and Purchase Justification Form

Vendor: Duke Energy

Contract Amount: \$5,003.65

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.

of Submittals:

Yes No

Met city requirements?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
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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"/>
--------------------------	-------------------------------------

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

Yes No

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

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

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

Christina Smith

Project Coordinator

Department of Public Works

Print/Type Name

Print/Type Title

Department



12/14/2020

CITY OF BLOOMINGTON
PO BOX 100
BLOOMINGTON , IN 47402-0100

Subject:
2335 FOUNTAIN DR W
BLOOMINGTON, IN

Dear Valued Customer:

Thank you for the opportunity to provide you with new outdoor lighting. Enclosed are two copies of the Outdoor Lighting Service Agreement, (the "Agreement"), along with a site drawing showing the light pole locations for your review and approval. A detailed description of the lighting equipment is shown on page 2 of the Agreement.

This Agreement also indicates the different estimated monthly payment choices available for the lighting system. These monthly costs are divided into three components (Equipment, Maintenance and Energy Usage), and are based on the estimated work order costs of the Equipment described in the Agreement, which are unique to this installation. The equipment charges will no longer be reflected on your monthly bill at the end of Initial term you choose. This will be a one-third to one-half ($1/3 - 1/2$) decrease of the total bill, depending on the type of Equipment and the wattage of the lights. The estimated Energy and the Maintenance charges will continue for as long as the Equipment is in service. Please review pages 3 & 4 of the Agreement for more detailed information regarding terms.

Options A through F represent your choices for the monthly lighting system payment amount. You may choose to pay the total lump sum amount, upfront, or spread this cost over 1, 3, 5, 7, or 10 years. The Energy and Maintenance charges will remain the same no matter which Option is chosen. Please choose the Option you prefer and write the corresponding letter in the box near the bottom of page 1 of the Agreement.

At the bottom of page 2 is a disclaimer with regard to the amount of light output. This indicates that the lights to be installed are pursuant to your request and may or may not meet minimum Illuminating Engineering Society (IES) standards.

Please sign both copies of the document, return one copy to my attention at the address noted below and retain one for your records. Please note that this proposed Agreement and the dollar amounts quoted will expire ninety (90) days from the date of this letter. If we do not receive your signed Agreement within that time period, a new agreement and proposal will be issued only at your request.

If you require revisions, or there arise unforeseen circumstances which change the original estimated cost of this installation, we will review the situation with you and, if necessary, send you a new proposal. Your signature on this Agreement is your approval for us to order the materials, process the work order and proceed with the installation.

Sincerely,

Craig Barker

Craig Barker
craig.barker@duke-energy.com

OUTDOOR LIGHTING SERVICE AGREEMENT

Agreement Information	Equipment, Energy and Maintenance			BLTILCLM0000019589		12/14/2020
	Agreement Coverage			Agreement Number		Current Date
88003981	39127907	75110	\$450	V742	BLTIL	UDES
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



Duke Energy Indiana , 1000 East Main Street , Plainfield , IN 46168

Business Name				This Agreement has an Initial Term selected by Customer.	
Customer Name	CITY OF BLOOMINGTON				
Service Location or Subdivision					
Service Address	2335 FOUNTAIN DR W			The Initial Term begins when Service is in operation; after expiration thereof, Service continues with annual renewals, until either party terminates with written notice to the other party.	
Service Address	MISC: LIGHTING				
Service City, State, Zip code	BLOOMINGTON	IN			
Mailing Name	CITY OF BLOOMINGTON				
Mailing Business Name				Notes:	
Mailing Address	PO BOX 100				
Mailing Address					
Mailing City, State, Zip code	BLOOMINGTON	IN	47402-0100		

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 3/14/2021
AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE 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.

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly Total	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED system charge total during initial term	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$5,003.65	\$9.39	\$10.26	6	\$19.65	\$3.28	\$3.28
Option B - 1 Year Agreement Initial Term	\$436.05	\$9.39	\$10.26	6	\$455.71	\$75.95	\$3.28
Option C - 3 Year Agreement Initial Term	\$149.40	\$9.39	\$10.26	6	\$169.05	\$28.17	\$3.28
Option D - 5 Year Agreement Initial Term	\$101.36	\$9.39	\$10.26	6	\$121.02	\$20.17	\$3.28
Option E - 7 Year Agreement Initial Term	\$81.30	\$9.39	\$10.26	6	\$100.95	\$16.83	\$3.28
Option F - 10 Year Agreement Initial Term	\$66.77	\$9.39	\$10.26	6	\$86.42	\$14.40	\$3.28

* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.

** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

See Section I, page 2 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. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F)

A

DECLINE

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.

Duke Energy Representative

AND

Customer / Representative

Signature

Craig Barker

Signature

Printed Name

Craig Barker

Printed Name

Date

12/14/2020

Date

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement

OUTDOOR LIGHTING SERVICE 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.
- 1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.
- 1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

	LUMINAIRE STYLE DESCRIPTION LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
1	Roadway LED 70W Gray (RAL7038) Type III	6,261	70	0.0700	280	\$1.57	\$1.71	6	\$19.65
SECTION I - A - TOTALS									19.65

*Tariff riders and sales tax are not included therefore the total billing amount will be different than listed above.

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

Current Rate per kWh 0.073298 Rate Effective Date 7/30/2020 Estimated Annual Burn Hours 4,000

**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE	
Impact Watts = the energy used by the lamp watts plus ballast watts.	
a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.	c. Annual kWh divided by twelve (12) months equals monthly kWh.
b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).	d. Monthly kWh times current rate per kWh equals the monthly dollar amount for each item.

C. POLE TYPE AND QUANTITY UTILIZED IN THIS PROJECT* (existing and new pole installation information)

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	Existing Pole	6

* Existing poles have no pole installation charges; new pole charges are included in Luminaire details.

D. MISC. EQUIPMENT AND QUANTITY UTILIZED IN THIS PROJECT*

OTHER EQUIPMENT	
Quantity	Other Equipment Style
175	Overhead Conductor 6 Aluminum Duplex
5	Side Mount Bracket - 4 Ft - Wood Pole
1	Side Mount Bracket - 12 Ft - Wood Pole

1.4 LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

<p><i>Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. 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 footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.</i></p> <p>Customer's Signature _____ Date _____</p>

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. 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.
- 2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
- 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
- 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 kWh for each outlet.

SECTION III – ENERGY USAGE COST CALCULATION - See Page 1

- 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 1 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. While many Systems last 15 to 25 years, 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 1 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, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 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 VI – 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.

OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
- 2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.
- 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 5 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 6 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
- 10 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 11 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
- 12 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 14 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 15 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

POLE-152-548-40-5
I-70W-LED-ROADWAY

POLE-163-794-35-4
I-70W-LED-ROADWAY

POLE-163-792-40-4
I-70W-LED-ROADWAY

POLE-163-790-40-5
I-70W-LED-ROADWAY

POLE-163-789-40-4
I-70W-LED-ROADWAY

POLE-174-953-45-4

POLE-765-77
E-OH-TX

POLE-MN1-6579645-4

E-OH-PRIMARY--35FT-B

E-OH-PRIMARY--170FT-CBA

N LEMON

MOUNTAIN DR

100 W-H

Circuit ID: 1

Primary Voltage: 170V

Permit Required: Yes No

Permit Type/No.:

Permit Type/No. 2:

Permit Type/No. 3:

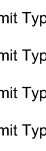
Permit Type/No. 4:

Work Order Number	39127907
Customer/Contact	
Contact Phone	
Job Site Address	1619 W GRAY ST
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47404
Designer	Craig Barker
Designer Phone	317-452-3743

DUKE ENERGY

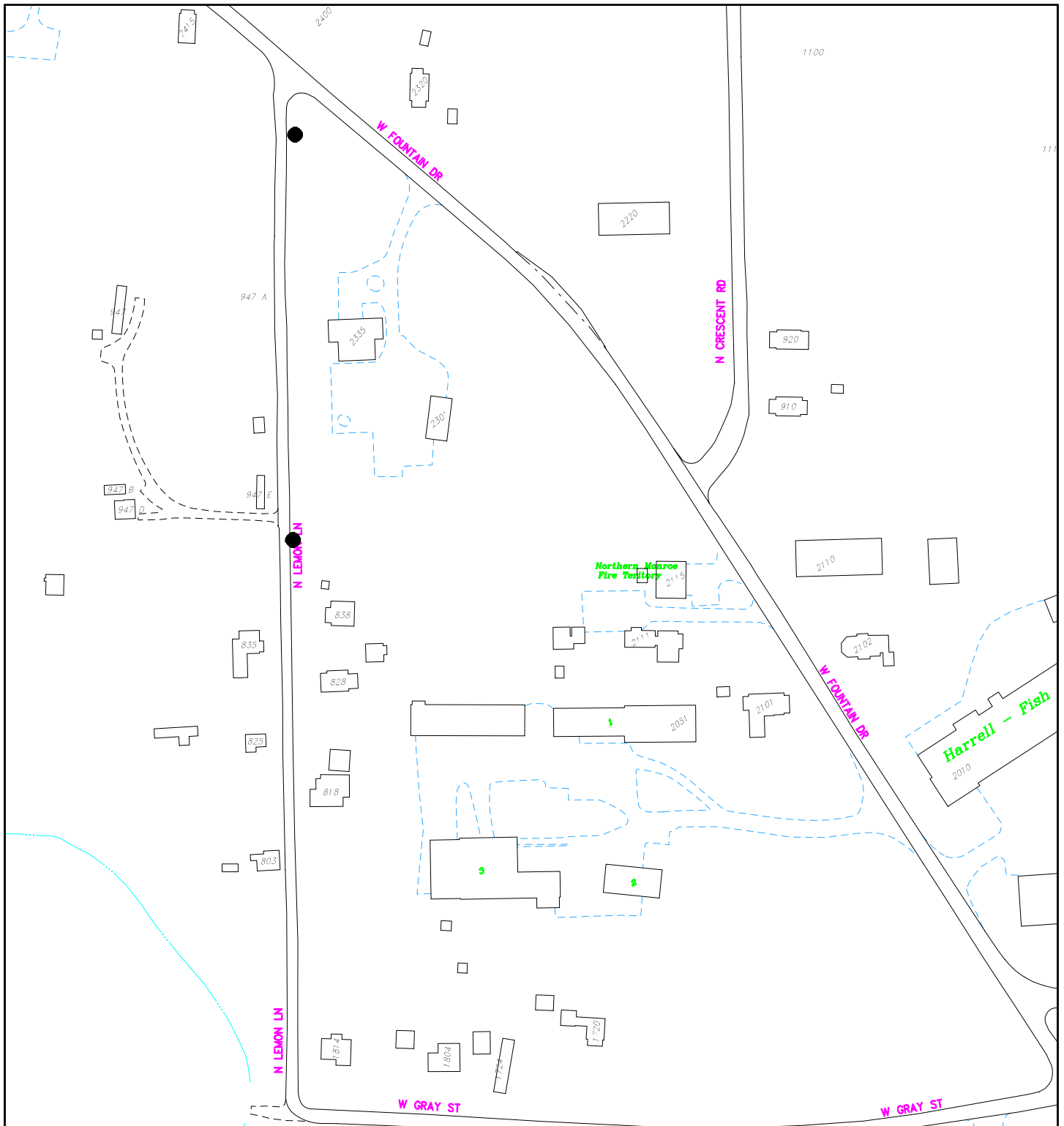
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Work Order Number	39127907
Customer/Contact	
Contact Phone	
Job Site Address	1619 W GRAY ST
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47404
Designer	Craig Barker
Designer Phone	317-452-3743
Circuit ID	
Primary Voltage	
Permit Required	Yes___ No___
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	

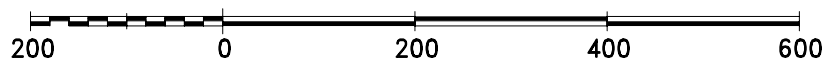


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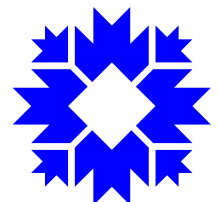


By: smithc
15 Oct 21

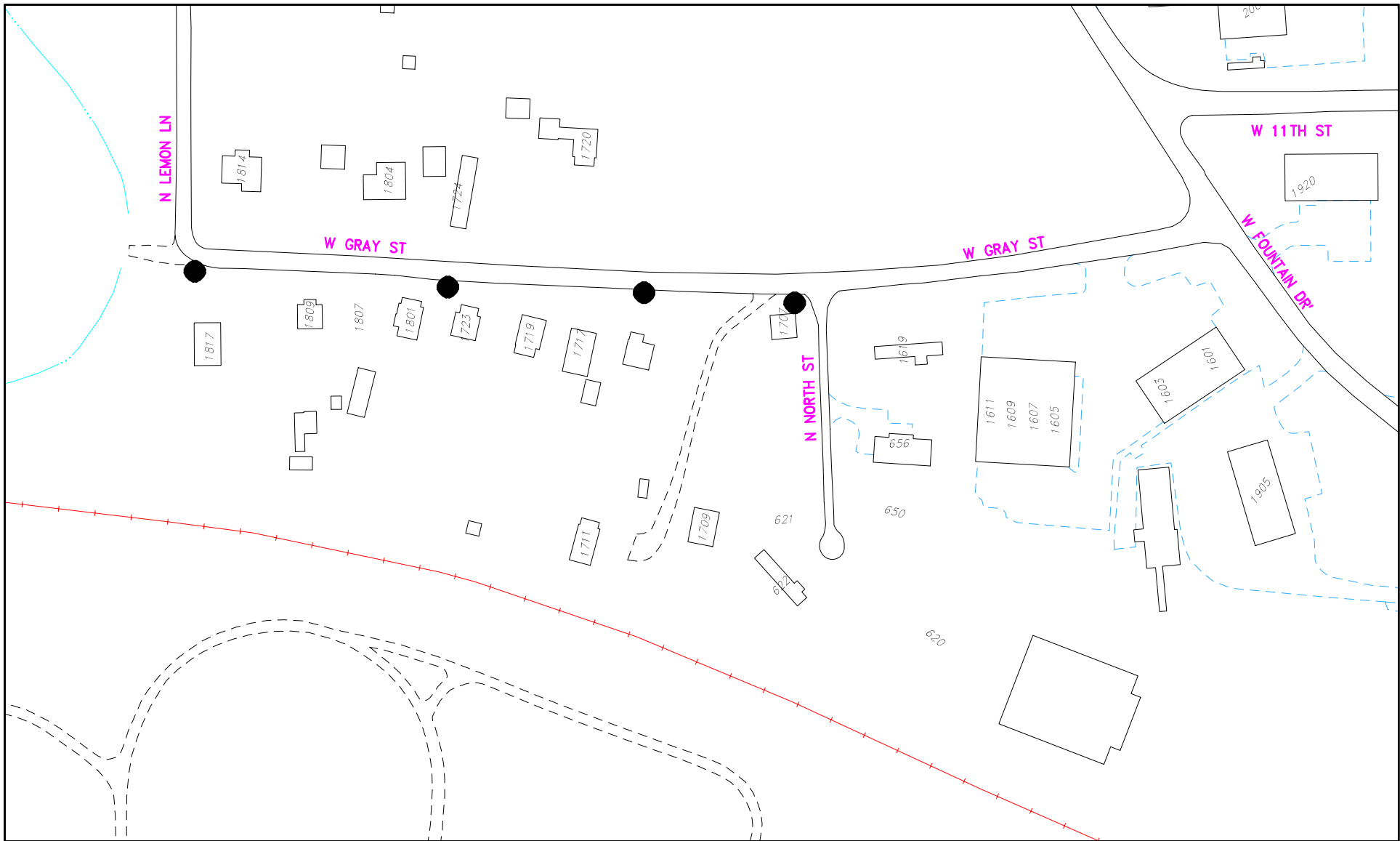


For reference only; map information NOT warranted.

City of Bloomington
Public Works

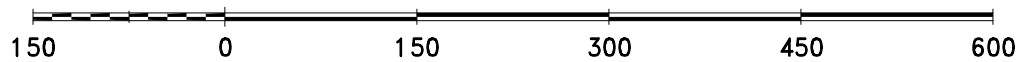


Scale: 1" = 200'



Proposed Street Light Location

By: smithc
19 Oct 21



For reference only; map information NOT warranted.



City of Bloomington
Public Works



Scale: 1" = 150'



Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Department of Public Works

Staff Representative: Christina Smith

Meeting Date: December 07, 2021

The Department of Public Works requested and received an Outdoor Lighting Service Agreement to install a lights along E Maxwell Ln between S High St and Dead-end.

E Maxwell Ln between S High St and Dead-end

Locations: E Maxwell Ln between S High St and Dead-end

Fixtures: One (5) 70 Watt LED Roadway fixture

Poles: Three (3) Existing wooden poles and Two (2) New wooden poles

Funding Source: Local Roads and Streets Fund

Option A: \$22,395.89

Estimated Monthly Charge: \$28.25

As a standard practice, the City has elected lease Option A on all of the outdoor lighting service agreements for equipment costs. The one-time lump sum for equipment costs and the ongoing monthly costs will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

City of Bloomington Contract and Purchase Justification Form

Vendor: Duke Energy

Contract Amount: \$22,395.89

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

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

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

Christina Smith

Project Coordinator

Department of Public Works

Print/Type Name

Print/Type Title

Department



6/3/2021

CITY OF BLOOMINGTON
PO BOX 1216
BLOOMINGTON , IN 47402-1216

Subject:
2206 MAXWELL LN E
BLOOMINGTON, IN

Dear Valued Customer:

Thank you for the opportunity to provide you with new outdoor lighting. Enclosed are two copies of the Outdoor Lighting Service Agreement, (the "Agreement"), along with a site drawing showing the light pole locations for your review and approval. A detailed description of the lighting equipment is shown on page 2 of the Agreement.

This Agreement also indicates the different estimated monthly payment choices available for the lighting system. These monthly costs are divided into three components (Equipment, Maintenance and Energy Usage), and are based on the estimated work order costs of the Equipment described in the Agreement, which are unique to this installation. The equipment charges will no longer be reflected on your monthly bill at the end of Initial term you choose. This will be a one-third to one-half ($1/3 - 1/2$) decrease of the total bill, depending on the type of Equipment and the wattage of the lights. The estimated Energy and the Maintenance charges will continue for as long as the Equipment is in service. Please review pages 3 & 4 of the Agreement for more detailed information regarding terms.

Options A through F represent your choices for the monthly lighting system payment amount. You may choose to pay the total lump sum amount, upfront, or spread this cost over 1, 3, 5, 7, or 10 years. The Energy and Maintenance charges will remain the same no matter which Option is chosen. Please choose the Option you prefer and write the corresponding letter in the box near the bottom of page 1 of the Agreement.

At the bottom of page 2 is a disclaimer with regard to the amount of light output. This indicates that the lights to be installed are pursuant to your request and may or may not meet minimum Illuminating Engineering Society (IES) standards.

Please sign both copies of the document, return one copy to my attention at the address noted below and retain one for your records. Please note that this proposed Agreement and the dollar amounts quoted will expire ninety (90) days from the date of this letter. If we do not receive your signed Agreement within that time period, a new agreement and proposal will be issued only at your request.

If you require revisions, or there arise unforeseen circumstances which change the original estimated cost of this installation, we will review the situation with you and, if necessary, send you a new proposal. Your signature on this Agreement is your approval for us to order the materials, process the work order and proceed with the installation.

Sincerely,

Craig Barker

Craig Barker
craig.barker@duke-energy.com

OUTDOOR LIGHTING SERVICE AGREEMENT

Agreement Information	Equipment, Energy and Maintenance			BLTILCLM0000020899		6/3/2021
	Agreement Coverage			Agreement Number		Current Date
75503995	41193503	75110	\$450	V742	BLTIL	UDES
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



Duke Energy Indiana , 1000 East Main Street , Plainfield , IN 46168

Business Name				This Agreement has an Initial Term selected by Customer.
Customer Name	CITY OF BLOOMINGTON			
Service Location or Subdivision				The Initial Term begins when Service is in operation; after expiration thereof, Service continues with annual renewals, until either party terminates with written notice to the other party.
Service Address	2206 MAXWELL LN E			
Service Address	MISC: LIGHTING			
Service City, State, Zip code	BLOOMINGTON	IN		
Mailing Name	CITY OF BLOOMINGTON			Notes:
Mailing Business Name				
Mailing Address	PO BOX 1216			
Mailing Address				
Mailing City, State, Zip code	BLOOMINGTON	IN	47402-1216	

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 9/1/2021
AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE 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.

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly Total	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED system charge total during initial term	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$22,395.89	\$19.70	\$8.55	5	\$28.25	\$5.65	\$5.65
Option B - 1 Year Agreement Initial Term	\$1,951.73	\$19.70	\$8.55	5	\$1,979.99	\$396.00	\$5.65
Option C - 3 Year Agreement Initial Term	\$625.13	\$19.70	\$8.55	5	\$653.38	\$130.68	\$5.65
Option D - 5 Year Agreement Initial Term	\$399.53	\$19.70	\$8.55	5	\$427.78	\$85.56	\$5.65
Option E - 7 Year Agreement Initial Term	\$303.58	\$19.70	\$8.55	5	\$331.83	\$66.37	\$5.65
Option F - 10 Year Agreement Initial Term	\$232.57	\$19.70	\$8.55	5	\$260.82	\$52.16	\$5.65

* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.

** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

See Section I, page 2 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. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F)

A

DECLINE

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.

Duke Energy Representative

AND

Customer / Representative

Signature

Craig Barker

Signature

Printed Name

Craig Barker

Printed Name

Date

6/3/2021

Date

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement

OUTDOOR LIGHTING SERVICE 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.
- 1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.
- 1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

	LUMINAIRE STYLE DESCRIPTION LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
2	Roadway LED 70W Gray (RAL7038) Type III	6,261	70	0.0700	280	\$3.94	\$1.71	5	\$28.25
SECTION I - A - TOTALS									*ESTIMATED MONTHLY TOTAL COST
									28.25

*Tariff riders and sales tax are not included therefore the total billing amount will be different than listed above.

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

Current Rate per kWh 0.073298 Rate Effective Date 7/30/2020 Estimated Annual Burn Hours 4,000

**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE	
Impact Watts = the energy used by the lamp watts plus ballast watts.	
a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.	c. Annual kWh divided by twelve (12) months equals monthly kWh.
b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).	d. Monthly kWh times current rate per kWh equals the monthly dollar amount for each item.

C. POLE TYPE AND QUANTITY UTILIZED IN THIS PROJECT* (existing and new pole installation information)

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	Existing Pole	5

* Existing poles have no pole installation charges; new pole charges are included in Luminaire details.

D. MISC. EQUIPMENT AND QUANTITY UTILIZED IN THIS PROJECT*

OTHER EQUIPMENT	
Quantity	Other Equipment Style
475	UG Conductor 6 Aluminum Duplex
2	Side Mount Bracket - 18 IN - Wood Pole
1	Side Mount Bracket - 8 Ft - Wood Pole

1.4 LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. 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 footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company 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.

Customer's Signature _____ Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. 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.
- 2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
- 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
- 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 kWh for each outlet.

SECTION III – ENERGY USAGE COST CALCULATION - See Page 1

- 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 1 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. While many Systems last 15 to 25 years, 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 1 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, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 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.

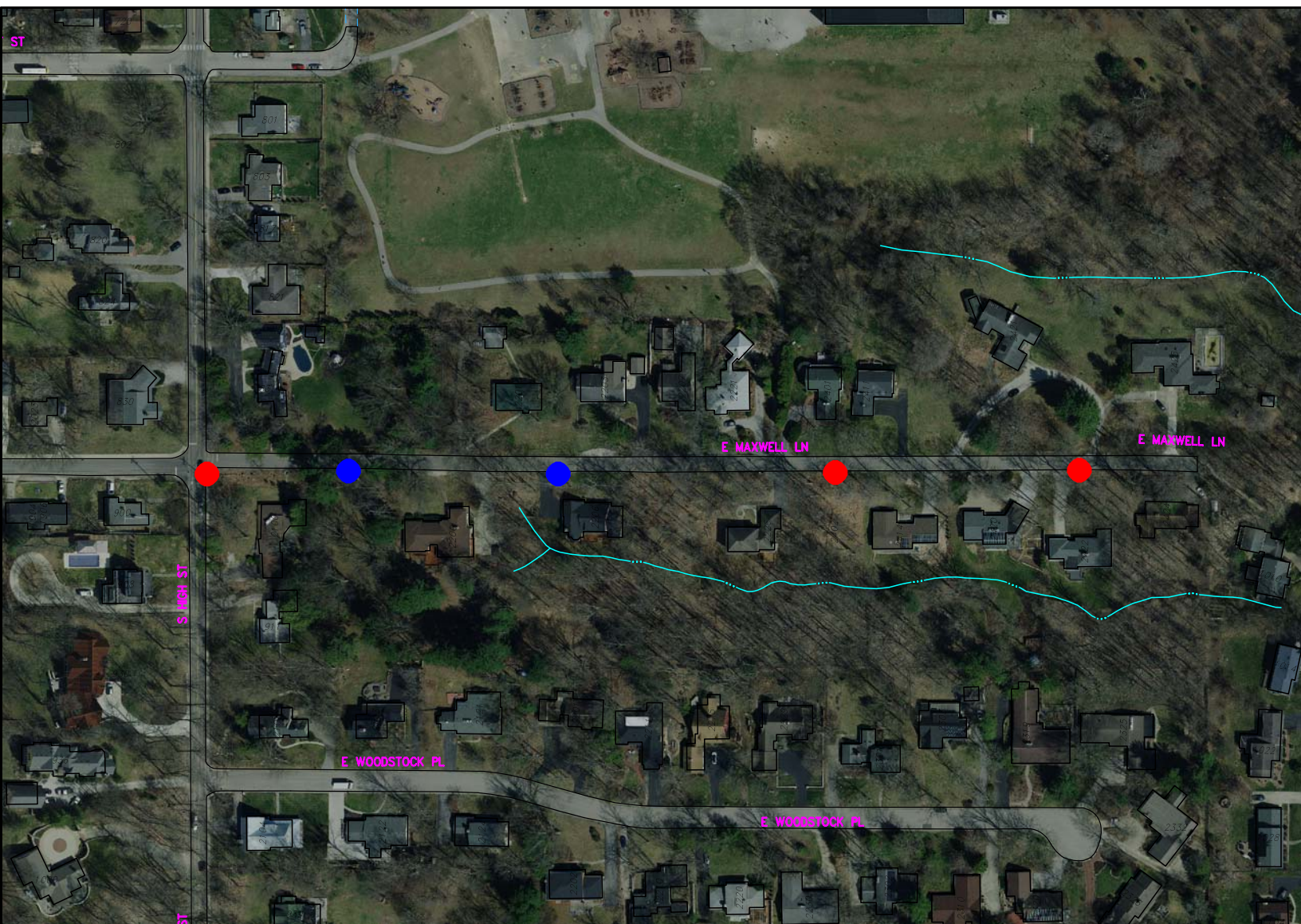
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- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

OUTDOOR LIGHTING SERVICE AGREEMENT

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- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
- 2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.
- 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 5 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 6 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
- 10 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 11 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
- 12 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 14 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 15 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.



- New 70W LED Gray Roadway fixture mounted on existing wooden poles
- New 70W LED Gray Roadway fixture mounted on new wooden poles

By: smithc
18 Oct 21



For reference only; map information NOT warranted.





Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Department of Public Works

Staff Representative: Christina Smith

Meeting Date: December 07, 2021

The Department of Public Works requested and received an Outdoor Lighting Service Agreement to install at the intersection of W 12th St & N Oolitic Dr.

Intersection of W 12th St & N Oolitic Dr

Location: Intersection of W 12th St & N Oolitic Dr

Fixture: One (1) 70 Watt LED Roadway fixture

Poles: Existing wooden pole

Funding Source: Local Roads and Streets Fund

Option A: \$688.40

Estimated Monthly Charge: \$3.18

As a standard practice, the City has elected lease Option A on all of the outdoor lighting service agreements for equipment costs. The one-time lump sum for equipment costs and the ongoing monthly costs will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

City of Bloomington Contract and Purchase Justification Form

Vendor: Duke Energy

Contract Amount: \$688.40

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

PURCHASE INFORMATION

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

<input type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input 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.

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

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

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

Christina Smith

Project Coordinator

Department of Public Works

Print/Type Name

Print/Type Title

Department



12/14/2020

CITY OF BLOOMINGTON
PO BOX 100
BLOOMINGTON , IN 47402-0100

Subject:
1600 12TH ST W
BLOOMINGTON, IN

Dear Valued Customer:

Thank you for the opportunity to provide you with new outdoor lighting. Enclosed are two copies of the Outdoor Lighting Service Agreement, (the "Agreement"), along with a site drawing showing the light pole locations for your review and approval. A detailed description of the lighting equipment is shown on page 2 of the Agreement.

This Agreement also indicates the different estimated monthly payment choices available for the lighting system. These monthly costs are divided into three components (Equipment, Maintenance and Energy Usage), and are based on the estimated work order costs of the Equipment described in the Agreement, which are unique to this installation. The equipment charges will no longer be reflected on your monthly bill at the end of Initial term you choose. This will be a one-third to one-half ($1/3 - 1/2$) decrease of the total bill, depending on the type of Equipment and the wattage of the lights. The estimated Energy and the Maintenance charges will continue for as long as the Equipment is in service. Please review pages 3 & 4 of the Agreement for more detailed information regarding terms.

Options A through F represent your choices for the monthly lighting system payment amount. You may choose to pay the total lump sum amount, upfront, or spread this cost over 1, 3, 5, 7, or 10 years. The Energy and Maintenance charges will remain the same no matter which Option is chosen. Please choose the Option you prefer and write the corresponding letter in the box near the bottom of page 1 of the Agreement.

At the bottom of page 2 is a disclaimer with regard to the amount of light output. This indicates that the lights to be installed are pursuant to your request and may or may not meet minimum Illuminating Engineering Society (IES) standards.

Please sign both copies of the document, return one copy to my attention at the address noted below and retain one for your records. Please note that this proposed Agreement and the dollar amounts quoted will expire ninety (90) days from the date of this letter. If we do not receive your signed Agreement within that time period, a new agreement and proposal will be issued only at your request.

If you require revisions, or there arise unforeseen circumstances which change the original estimated cost of this installation, we will review the situation with you and, if necessary, send you a new proposal. Your signature on this Agreement is your approval for us to order the materials, process the work order and proceed with the installation.

Sincerely,

Craig Barker

Craig Barker
craig.barker@duke-energy.com

OUTDOOR LIGHTING SERVICE AGREEMENT

Agreement Information	Equipment, Energy and Maintenance			BLTILCLM0000019592		12/14/2020
	Agreement Coverage			Agreement Number		Current Date
9003981	39130485	75110	S450	V742	BLTIL	UDES
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



Duke Energy Indiana , 1000 East Main Street , Plainfield , IN 46168

Business Name				This Agreement has an Initial Term selected by Customer.
Customer Name	CITY OF BLOOMINGTON			
Service Location or Subdivision				The Initial Term begins when Service is in operation; after expiration thereof, Service continues with annual renewals, until either party terminates with written notice to the other party.
Service Address	1600 12TH ST W			
Service Address	MISC: LIGHTING			
Service City, State, Zip code	BLOOMINGTON	IN		
Mailing Name	CITY OF BLOOMINGTON			Notes:
Mailing Business Name				
Mailing Address	PO BOX 100			
Mailing Address				
Mailing City, State, Zip code	BLOOMINGTON	IN	47402-0100	

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 3/14/2021
AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE 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.

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly Total	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED system charge total during initial term	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$688.40	\$1.47	\$1.71	1	\$3.18	\$3.18	\$3.18
Option B - 1 Year Agreement Initial Term	\$59.99	\$1.47	\$1.71	1	\$63.17	\$63.17	\$3.18
Option C - 3 Year Agreement Initial Term	\$20.55	\$1.47	\$1.71	1	\$23.73	\$23.73	\$3.18
Option D - 5 Year Agreement Initial Term	\$13.95	\$1.47	\$1.71	1	\$17.12	\$17.12	\$3.18
Option E - 7 Year Agreement Initial Term	\$11.19	\$1.47	\$1.71	1	\$14.36	\$14.36	\$3.18
Option F - 10 Year Agreement Initial Term	\$9.19	\$1.47	\$1.71	1	\$12.36	\$12.36	\$3.18

* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.

** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

See Section I, page 2 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. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F)

A

DECLINE

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.

Duke Energy Representative

AND

Customer / Representative

Signature

Craig Barker

Signature

Printed Name

Craig Barker

Printed Name

Date

12/14/2020

Date

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement

OUTDOOR LIGHTING SERVICE 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.
- 1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.
- 1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

	LUMINAIRE STYLE DESCRIPTION LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
1	Roadway LED 70W Gray (RAL7038) Type III	6,261	70	0.0700	280	\$1.47	\$1.71	1	\$3.18
SECTION I - A - TOTALS									*ESTIMATED MONTHLY TOTAL COST
									3.18

*Tariff riders and sales tax are not included therefore the total billing amount will be different than listed above.

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

Current Rate per kWh 0.073298 Rate Effective Date 7/30/2020 Estimated Annual Burn Hours 4,000

**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE	
Impact Watts = the energy used by the lamp watts plus ballast watts.	
a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.	c. Annual kWh divided by twelve (12) months equals monthly kWh.
b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).	d. Monthly kWh times current rate per kWh equals the monthly dollar amount for each item.

C. POLE TYPE AND QUANTITY UTILIZED IN THIS PROJECT* (existing and new pole installation information)

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	Existing Pole	1

* Existing poles have no pole installation charges; new pole charges are included in Luminaire details.

D. MISC. EQUIPMENT AND QUANTITY UTILIZED IN THIS PROJECT*

OTHER EQUIPMENT	
Quantity	Other Equipment Style
1	Side Mount Bracket - 4 Ft - Wood Pole

1.4 LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. 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 footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company 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.

Customer's Signature _____ Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. 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.
- 2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
- 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
- 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 kWh for each outlet.

SECTION III – ENERGY USAGE COST CALCULATION - See Page 1

- 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 1 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. While many Systems last 15 to 25 years, 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 1 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, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 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.

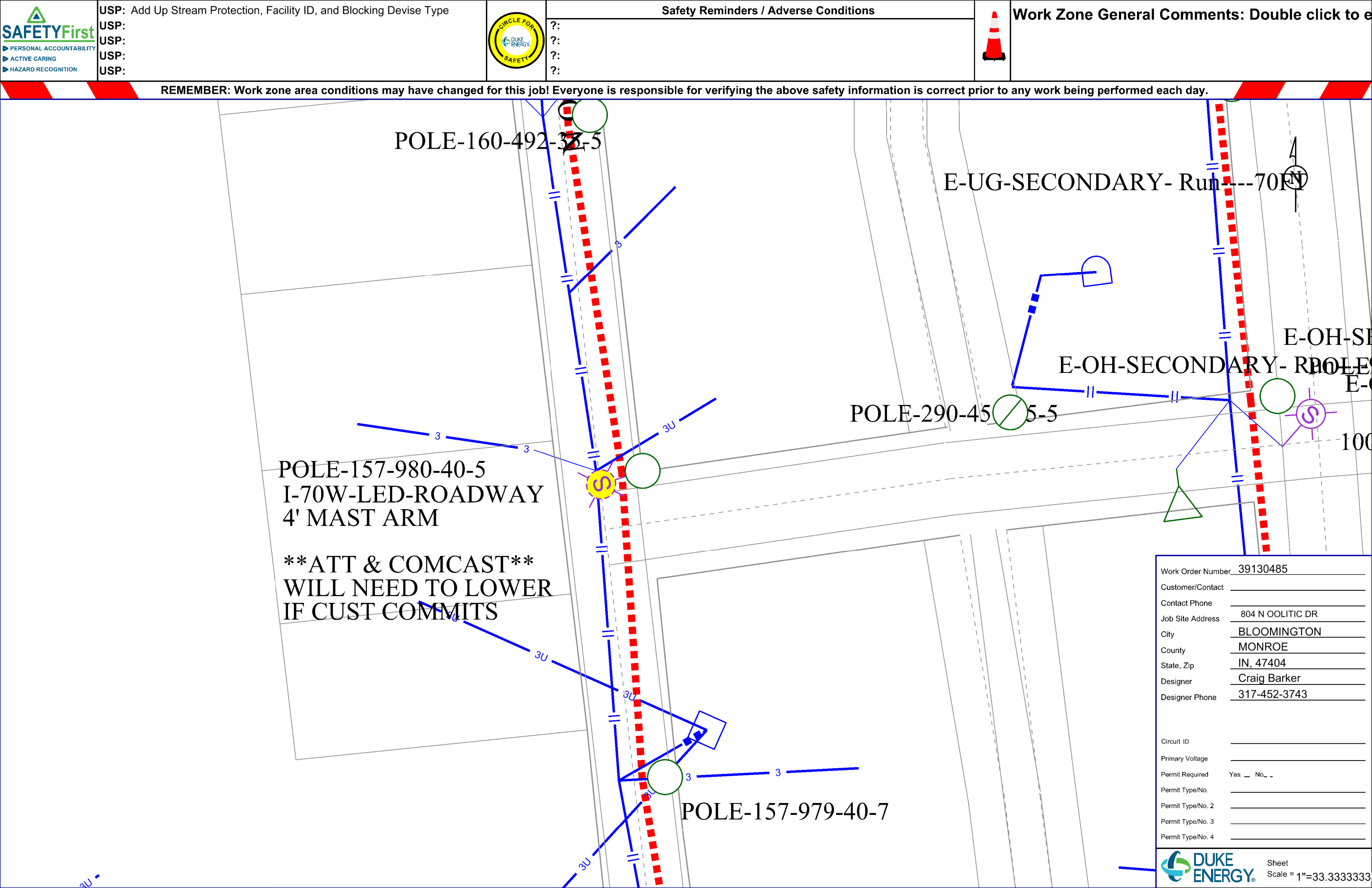
SECTION VI – OTHER TERMS AND CONDITIONS

- 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.

OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
- 2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.
- 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 5 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 6 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
- 10 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 11 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
- 12 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 14 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 15 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.



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

POLE-160-492-32-5

E-UG-SECONDARY- Run --- 70N

E-OH-SECONDARY- Run --- 100N

POLE-290-455-5

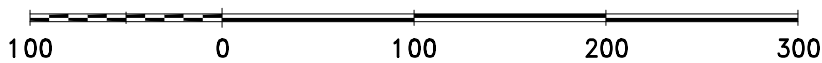
POLE-157-980-40-5
I-70W-LED-ROADWAY
4' MAST ARM

ATT & COMCAST
WILL NEED TO LOWER
IF CUST COMMITS

POLE-157-979-40-7



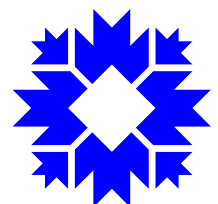
By: smithc
20 Nov 20



For reference only; map information NOT warranted.



City of Bloomington
Public Works



Scale: 1" = 100'

REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/3/2021	Payroll				466,116.68
					<u>466,116.68</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 \$ 466,116.68

Dated this 7th day of December year of 2021.

Dana Henke, President

Beth H. Hollingsworth, Vice President

Kyla Cox Deckard, Secretary

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

Fiscal Officer _____



Board of Public Works Staff Report

Project/Event:	Award Construction Agreement for Tapp & Deborah Signal Installation Project
Petitioner/Representative:	Engineering Department
Staff Representative:	Matt Smethurst
Date:	December 7th, 2021

Report: This project shall include the installation of a new traffic signal at the intersection of Tapp Road and Deborah Drive. Bids were opened at a virtual meeting on November 8th, 2021. The City received one bid:

- E&B Paving, LLC- \$498,361.75

E&B Paving was the lowest responsive and responsible bidder. The contract will award the Base Bid, Alternate #2, and Alternate #4. Construction is anticipated to begin in April, 2022. The maintenance of traffic plan for this project includes lane restrictions during construction. This project is INDOT funded.

City of Bloomington Contract and Purchase Justification Form

Vendor: E&B Paving, LLC

Contract Amount: \$498,361.75

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: 1

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:

E&B Paving was the lowest responsive and responsible bidder.

Matt Smethurst

Project Manager

Engineering

Print/Type Name

Print/Type Title

Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

ENGINEERING DEPARTMENT

AND

E&B PAVING, LLC

FOR

TAPP & DEBORAH SIGNAL INSTALLATION PROJECT

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Engineering Department through the Board of Public Works (hereinafter CITY), and E&B Paving, LLC, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for the installation of a new traffic signal at the ointersection of Tapp Road and Deborah Drive, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

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

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

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

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

ARTICLE 3. COMPENSATION

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

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

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

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

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

5.05 Insurance

5.05.01

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

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

General Aggregate Limit (other than Products/Completed Operations)

Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
The Deductible on the Umbrella Liability shall not be more than	\$10,000

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 Non-Discrimination

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

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

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

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

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

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

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

- A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

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

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	E&B Paving, LLC
Attn: Matt Smethurst	Todd Hoops
P.O. Box 100 Suite 130	2520 West Industrial Park Drive
Bloomington, Indiana 47402	Bloomington, Indiana 47404

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject

to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

BY:

Dana Henke, President

Contractor Representative

Beth H. Hollingsworth, Member

Printed Name

Kyla Cox Deckard, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

Tapp & Deborah Signal Installation Project

This project shall include, but, is not limited to, the installation of a new traffic signal at the intersection of Tapp Road and Deborah Drive, as well as the construction of ADA ramps, sidewalk, and pavement markings.

ATTACHMENT 'B'

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

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

AFFIDAVIT

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

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

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.	N/a	N/A	N/A	N/A	N/A
B.					
C.					
D.					
				Total	\$ <u>N/A</u>

Method of Compliance (Specify) N/A

Signature Todd Hoops Date: 11/8, 20 21

Todd Hoops
Printed Name



STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared
Todd Hoops and acknowledged the execution of the foregoing this
8 day of November, 20 21.

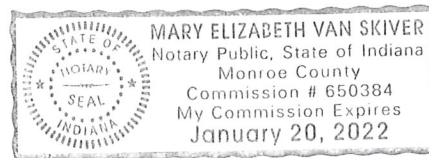
My Commission Expires: 1/20/22

Mary Elizabeth Van Skiver
Signature of Notary Public

County of Residence: Monroe

Mary Elizabeth Van Skiver
Printed Name of Notary Public

Commission #: 650384



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

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

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

E-Verify AFFIDAVIT

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

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

Todd Hoops
Signature

Todd Hoops
Printed Name



STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

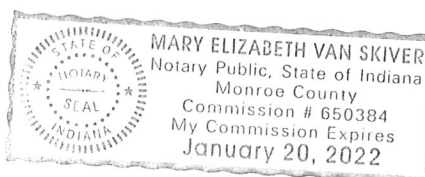
Before me, a Notary Public in and for said County and State, personally appeared Todd Hoops and acknowledged the execution of the foregoing this 8 day of November, 2021.

My Commission Expires: 1/20/22

Mary Elizabeth Van Skiver
Signature of Notary Public

County of Residence: Monroe Mary Elizabeth Van Skiver
Printed Name of Notary Public

Commission #: 650384



ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)
) SS:

COUNTY OF Monroe)

AFFIDAVIT

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

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

Todd Hoops
Signature

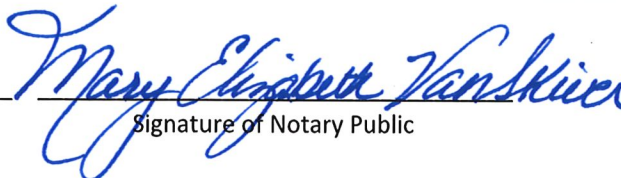
Todd Hoops
Printed Name



STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Todd Hoops
and acknowledged the execution of the foregoing this 8 day of November, 2021.

My Commission Expires: 1/20/22


Signature of Notary Public

County of Residence: Monroe Mary Elizabeth Van Skiver
Printed Name of Notary Public

Commission #: 650384



ATTACHMENT 'E'

"Unit Prices"



City of Bloomington
Engineering Department

Letting Date: November 8, 2021

Proposal Schedule of Items (Unit Prices)

Page 1 of 3

Project Title : Tapp & Deborah Signal Installation Project

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
001	105-06845	CONSTRUCTION ENGINEERING	1	LS	\$5,000.00	\$5,000.00
002	110-01001	MOBILIZATION & DEMOBILIZATION	1	LS	\$20,500.00	\$20,500.00
003	201-52370	CLEARING RIGHT OF WAY	1	LS	\$15,425.00	\$15,425.00
004	202-02279	CURB & GUTTER, REMOVE	111	LFT	\$30.00	\$3,330.00
005	202-52710	SIDEWALK CONCRETE, REMOVE	35	SYS	\$45.00	\$1,575.00
006	202-74035	SIGN, REMOVE	6	EACH	\$200.00	\$1,200.00
007	203-02000	EXCAVATION, COMMON	6	CYD	\$750.00	\$4,500.00
008	205-12108	STORMWATER MANAGEMENT BUDGET	1	LS	\$2,000.00	\$2,000.00
009	205-12616	STORMWATER MNGMT IMPLEMENTATION	1	LS	\$4,000.00	\$4,000.00
010	205-12618	SWQCP PREPARATION	1	LS	\$3,000.00	\$3,000.00
011	206-51215	EXCAVATION, X (UNDISTRIBUTED)	7	CYD	\$2,000.00	\$14,000.00
012	207-08264	SUBGRADE TREATMENT, TYPE II	245	SYS	\$33.00	\$8,085.00
013	214-11796	GEOGRID, TYPE 1B	245	SYS	\$5.50	\$1,347.50
014	301-12234	COMPACTED AGGREGATE NO. 53	6	CYD	\$335.00	\$2,010.00
015	604-06070	SIDEWALK, CONCRETE, 4"	10	SYS	\$135.00	\$1,350.00
016	604-08086	CURP RAMP, CONCRETE	34	SYS	\$300.00	\$10,200.00
017	604-12083	DETECTABLE WARNING SURFACES	9	SYS	\$300.00	\$2,700.00
018	605-06120	CURB, CONCRETE	77	LFT	\$110.00	\$8,470.00
019	605-06140	CURB & GUTTER, CONCRETE	70	LFT	\$152.00	\$10,640.00
020	605-96305	CURB & GUTTER, CONCRETE DEPRESSED	41	LFT	\$152.00	\$6,232.00
021	610-07488	HMA FOR APPROACHES, TYPE C	142	TON	\$300.00	\$42,600.00
022	621-05560	MULCHED SEEDING U	145	SYS	\$22.00	\$3,190.00
023	801-06640	CONSTRUCTION SIGN, A	11	EACH	\$220.00	\$2,420.00
024	801-06645	CONSTRUCTION SIGN, B	7	EACH	\$120.00	\$840.00
025	801-06775	MAINTAINING TRAFFIC	1	LS	\$44,000.00	\$44,000.00
026	801-07119	BARRICADE, III-B	40	EACH	\$20.00	\$800.00
027	802-09838	SIGN, SHEET, WITH LEGEND, 0.080 IN.	30	SFT	\$30.25	\$907.50
028	802-09842	SIGN, SHETT, WITH LEGEND, 0.125 IN.	33	SFT	\$41.00	\$1,353.00
029	805-01815	SIGNAL POLE FNDTN 36" X 144"	4	EACH	\$9,475.00	\$37,900.00
030	805-01842	HANDHOLE SIGNAL, TYPE 1	1	EACH	\$2,490.00	\$2,490.00
031	805-01844	CONDUIT, STEEL, GALVANIZED, 2"	98	LFT	\$49.25	\$4,826.50
032	805-02150	PED SIGNAL HEAD, COUNTDOWN, 18"	8	EACH	\$965.00	\$7,720.00

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
033	805-02658	CABLE COAXIAL	714	LFT	\$8.25	\$5,890.50
034	805-11817	PED PUSH BUTTON, APS (SPCH WALK MESS)	8	EACH	\$1,345.00	\$10,760.00
035	805-78205	TRAFFIC SIGNAL HEAD, 3 SECTION, 12"	8	EACH	\$1,080.00	\$8,640.00
036	805-78225	TRAFFIC SIGNAL HEAD, 4 SECTION, 12"	4	EACH	\$1,400.00	\$5,600.00
037	805-78415	SPAN, CATENARY, AND TETHER	4	EACH	\$3,260.00	\$13,040.00
038	805-78420	DISCONNECT HANGER	4	EACH	\$460.00	\$1,840.00
039	805-78445	SIGNAL SERVICE	1	EACH	\$1,405.00	\$1,405.00
040	805-78467	SIGNAL CABLE, SERVICE, COPPER, 3C/8 GA	25	LFT	\$3.60	\$90.00
041	805-78480	SIGNAL CABLE, CONTROL, COPPER, 3C/14 GA	2010	LFT	\$2.05	\$4,120.50
042	805-78485	SIGNAL CABLE, CONTROL, COPPER, 5C/14 GA	1708	LFT	\$2.25	\$3,843.00
043	805-78490	SIGNAL CABLE, CONTROL, COPPER, 7C/14 GA	146	LFT	\$2.65	\$386.90
044	805-78495	SIGNAL CABLE, CONTROL, COPPER, 9C/14 GA	490	LFT	\$3.60	\$1,764.00
045	805-78925	CONTROLLER CABINET FOUNDATION, P1	1	EACH	\$4,000.00	\$4,000.00
046	805-81032	SIGNAL POLE, STEEL STRAIN, 30'	4	EACH	\$10,000.00	\$40,000.00
047	808-03439	TRNSVRS MRK, THERM, CRSSWLK, WHITE, 24"	461	LFT	\$8.50	\$3,918.50
048	808-06368	TRANSVERSE MARKING, REMOVE	70	LFT	\$9.00	\$630.00
049	808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4"	273	LFT	\$1.10	\$300.30
050	808-06716	LINE, REMOVE	764	LFT	\$1.50	\$1,146.00
051	808-12032	GROOVING FOR PAVEMENT MARKINGS	872	LFT	\$5.10	\$4,447.20
052	808-75245	LINE, THERMOPLASTIC, SOLID, YELLOW, 4"	599	LFT	\$1.15	\$688.85
053	808-75297	TRNSVRS MRK, THERM, STOP LINE, WHITE, 24"	107	LFT	\$8.50	\$909.50
054	808-75320	PVMNT MESS MRK, THERM LANE INDC ARROW	2	EACH	\$165.00	\$330.00

TOTAL BASE BID: \$388,361.75



City of Bloomington
Engineering Department

Letting Date: November 8, 2021

Proposal Schedule of Items (Unit Prices)

Page 3 of 3

Project Title : Tapp & Deborah Signal Installation Project

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
ALTERNATE #1						
A1-1	805-01842	HANDHOLE SIGNAL TYPE 1	5	EACH	\$2,637.00	\$13,185.00
A1-2	805-11815	CONDUIT, HDPE, 2" SCHEDULE 80	1000	LFT	\$35.32	\$35,320.00
A1-3	805-78470	SIGNAL CABLE, ROADWAY LOOP, COPPER, 1C/14 GA	2740	LFT	\$0.68	\$1,863.20
A1-4	805-78510	SIGNAL CABLE, DETECTOR LEAD-IN, COPPER, 2C/16 GA	1850	LFT	\$2.92	\$5,402.00
A1-5	805-78785	SIGNAL DETECTOR HOUSING	6	EACH	\$2,210.00	\$13,260.00
A1-6	805-78795	SAW CUT FOR ROADWAY LOOP DETECTOR AND SEALANT	940	LFT	\$20.30	\$19,082.00
A1-7	805-09539	LOOP DETECTR DELAY AMPLIFIER, COUNTING, 2 CHANNEL	3	EACH	\$541.00	\$1,623.00
TOTAL ALTERNATE #1:						\$89,735.20
ALTERNATE #2						
A2-1	805-78109	CONTROLLER AND CABINET	1	EACH	\$42,000.00	\$42,000.00
ALTERNATE #2 IS FOR THE COST OF THE CONTROLLER AND CABINET PER THE PLANS AND SPECIFICATIONS.						TOTAL ALTERNATE #2: \$42,000.00
ALTERNATE #3						
A3-1	805-78109	CONTROLLER AND CABINET	1	EACH	\$28,435.00	\$28,435.00
ALTERNATE #3 IS FOR THE COST OF THE CONTROLLER AND CABINET WITHOUT THE BATTERY BACKUP AND AI (APPLIED INFORMATION FIELD MONITORING UNIT).						TOTAL ALTERNATE #3: \$28,435.00
ALTERNATE #4						
A4-1	805-04782	VIDEO VEHICLE DET. CAMERA (AUTOSCOPE)	4	EACH	\$14,000.00	\$56,000.00
A4-2	807-02785	LUMINAIRE, MAST ARM 25' (FOR CAMERA)	4	EACH	\$3,000.00	\$12,000.00
TOTAL ALTERNATE #4:						\$68,000.00

Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.



Board of Public Works Staff Report

Project/Event: Approve Change Order #1 for the Maxwell Street Sidewalk Project
Petitioner/Representative: Engineering Department
Staff Representative: Russell White
Date: 12/07/2021

Report:

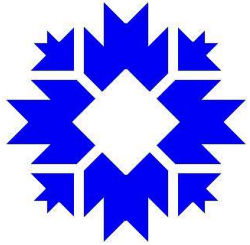
This contract includes the installation of a new sidewalk on the east side of S Maxwell Street from E Miller Drive to E Short Street. The original contract amount for this project was 136,826.00. Change order #1 is required to address pay items that have been removed from the contract. If approved this change order will result in a decrease of \$12,500.00, and will add 19 days to the contract time limit. The final adjusted contract amount will be \$124,326.00. Funding source: 454-05-050000-54310.

Item 009 402-07451 HMA WEDGE AND LEVEL, TYPE B Decreased by 18.000 TON deducting \$4,500.00
Item 012 715-91742 WATER METER RELOCATE Decreased by 3.000 EACH deducting 1,500.00
Item 013 720-97008 FIRE HYDRANT ASSEMBLY RELOCATE Decreased by 1.000 EACH deducting -\$6,500.00 and
19 days will be added for City utilities relocates and other issues.

If approved this change order will result in a decrease of \$12,500.00, and will add 19 total days to the contract time limit. The final adjusted contract amount will be \$124,326.00. Funding source: 454-05-050000-54310.

Recommendation and Supporting Justification. If approved this change order will result in a decrease of \$12,500.00, and will add 19 total days to the contract time limit. The final adjusted contract amount will be \$124,326.00. Funding source: 454-05-050000-54310.

Russell White



City of Bloomington, Indiana

Change Order Details

Maxwell Street Sidewalk Project

Description	Contract: BC-2020-92-CN Installation of a new sidewalk on the east side of S Maxwell Street from E Miller Drive to E Short Street.
Prime Contractor	Monroe LLC 4440 State Rd 46 West Nashville, IN 47448
Change Order	5
Status	Pending
Date Created	12/06/2021
Type	Scope Changes
Summary	pay items removed from contract
Change Order Description	pay items removed from contract and days added to the time limits.
Awarded Project Amount	\$136,826.00
Authorized Project Amount	\$136,826.00
Change Order Amount	-\$12,500.00
Revised Project Amount	\$124,326.00

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
009	402-07451	TON	\$250.000	18.000	\$4,500.00	-18.000	-\$4,500.00	0.000	\$0.00
HMA WEDGE AND LEVEL, TYPE B									
012	715-91742	EACH	\$500.000	4.000	\$2,000.00	-3.000	-\$1,500.00	1.000	\$500.00
WATER METER RELOCATE									
013	720-97008	EACH	\$6,500.000	1.000	\$6,500.00	-1.000	-\$6,500.00	0.000	\$0.00
FIRE HYDRANT ASSEMBLY RELOCATE									
3 items			Totals		\$13,000.00		-\$12,500.00		\$500.00

Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Calendar Days	120.0 Days	120.0 Days	19.0 Days	139.0 Days
120 Calendar Days from the NTP date.				
1 time limit				

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

_____	_____	_____
Engineer	Contractor	Owner
_____	_____	_____
Title	Title	Title
_____	_____	_____
Date	Date	Date



Board of Public Works Staff Report

Project/Event: Approve Change Order #2 for the Maxwell Street Sidewalk Project

Petitioner/Representative: Engineering Department

Staff Representative: Russell White

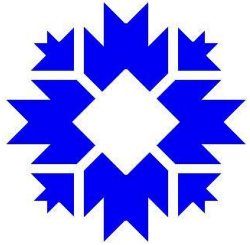
Date: 12/07/2021

Report:

Summary of Contract: This contract includes the installation of a new sidewalk on the east side of S Maxwell Street from E Miller Drive to E Short Street. The adjusted contract amount for this project was \$124,326.00. Change order #2 is required to balance out the final contract amount. If approved this change order will result in a decrease of \$1,433.65. The final adjusted contract amount will be \$122,892.35.

Item 003 604-06070 SIDEWALK, CONCRETE, Increased by 8.01 SYS Adding \$600.75
Item 004 604-06070 SIDEWALK, CONCRETE, Increased by 9.550 SYS Adding \$764.00
Item 005 605-06120 CURB, CONCRETE Increased by 13.750 LFT Adding \$618.75.
Item 006 610-08446 PCCP FOR APPROACHES, 6 IN, Decreased by -0.990 SYS deducting -\$74.25
Item 008 304-07490 HMA PATCHING, TYPE B, Increased by 1.000 TON Adding \$250.00
Item 010 621-06560 MULCHED SEEDING U, Decreased by -2.890 SYS deducting - \$28.90.
Item 011 604-08086 CURB RAMP, CONCRETE, Decreased by -7.210 SYS deducting - \$2,163.00
Item 014 802-91122 SIGN GROUND MOUNTED RESET, Decreased by -7.210 SYS deducting -\$400.00
Item 015 205-06937 TEMPORARY SILT FENCE, Decreased by -200.000 LFT deducting - \$1,000.00.
Item 022 109-08359 LIQUIDATED DAMAGES, Decreased by \$1:00 DOL: Deducting \$1.00.

Recommendation and Supporting Justification. If approved this change order will result in a decrease of \$1,433.65. The final adjusted contract amount will be \$122,892.35. Funding source: 454-05-050000-54310.



City of Bloomington, Indiana

Change Order Details

Maxwell Street Sidewalk Project

Description	Contract: BC-2020-92-CN Installation of a new sidewalk on the east side of S Maxwell Street from E Miller Drive to E Short Street.
Prime Contractor	Monroe LLC 4440 State Rd 46 West Nashville, IN 47448
Change Order	4
Status	Pending
Date Created	12/06/2021
Summary	Balancing Change Order for Final Payment
Change Order Description	Balancing Change Order for Final Payment
Awarded Project Amount	\$136,826.00
Authorized Project Amount	\$136,826.00
Change Order Amount	-\$1,433.65
Revised Project Amount	\$135,392.35

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
003	604-06070	SYS	\$75.000	14.000	\$1,050.00	8.010	\$600.75	22.010	\$1,650.75
SIDEWALK, CONCRETE									
Reason: Balancing Change Order									
004	604-06070	SYS	\$80.000	469.000	\$37,520.00	9.550	\$764.00	478.550	\$38,284.00
SIDEWALK, CONCRETE									
Reason: Balancing Change Order									
005	605-06120	LFT	\$45.000	27.000	\$1,215.00	13.750	\$618.75	40.750	\$1,833.75
CURB, CONCRETE									
Reason: Balancing Change Order									
006	610-08446	SYS	\$75.000	206.000	\$15,450.00	-0.990	-\$74.25	205.010	\$15,375.75
PCCP FOR APPROACHES, 6 IN.									
Reason: Balancing Change Order									
008	304-07490	TON	\$250.000	5.000	\$1,250.00	1.000	\$250.00	6.000	\$1,500.00
HMA PATCHING, TYPE B									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Reason: Balancing Change Order									
010	621-06560	SYS	\$10.000	440.000	\$4,400.00	-2.890	-\$28.90	437.110	\$4,371.10
MULCHED SEEDING U									
Reason: Balancing Change Order									
011	604-08086	SYS	\$300.000	49.000	\$14,700.00	-7.210	-\$2,163.00	41.790	\$12,537.00
CURB RAMP, CONCRETE									
Reason: Balancing Change Order									
014	802-91122	EACH	\$400.000	3.000	\$1,200.00	-1.000	-\$400.00	2.000	\$800.00
SIGN GROUND MOUNTED RESET									
Reason: Balancing Change Order									
015	205-06937	LFT	\$5.000	200.000	\$1,000.00	-200.000	-\$1,000.00	0.000	\$0.00
TEMPORARY SILT FENCE									
Reason: Balancing Change Order									
022	109-08359	DOL	\$1.000	1.000	\$1.00	-1.000	-\$1.00	0.000	\$0.00
LIQUIDATED DAMAGES									
Reason: Balancing Change Order									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
10 items			Totals		\$77,786.00		-\$1,433.65		\$76,352.35

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

Engineer

Contractor

Owner

Title

Title

Title

Date

Date

Date



Board of Public Works Staff Report

Project/Event: Request to approve ROW Use Permit and Resolution 2021-70 agreement for a private fiber optic line installed in the right-of-way at S Strong Drive

Staff Representative: Emily Herr

Petitioner/Representative: Nate Piquard, Project Manager / F.A. Wilhelm Construction for Catalent Indiana, LLC fka Cook Pharmica, LLC

Date: December 2, 2021

Report: F.A. Wilhelm is requesting to install a private fiber optic line in the right-of-way along S Strong Drive to service Catalent Indiana, LLC fka Cook Pharmica, LLC. The associated installation will require ROW Use including two nights of work from 7:00 PM – 7:00 AM with one lane closed each night. The street cut will be temporarily patched after the installation and will be permanently patched in Spring 2022 due to winter weather constraints for permanent patching.

The encroachment resolution requires that the property owner registers the private utility line with 811 and pay for locate fees for any and all locates requested in the area. Maintenance responsibilities and costs associated with the private line will remain with the property owner.

F.A. WILHELM CONSTRUCTION

December 1, 2021

Board of Public Works
401 N Morton St.
Bloomington, IN 47403

Re: Encroachment Items, 1100 S. Strong Drive

Board Members,

Below is a description of the items of encroachment that have been indicated on the attached site plan as being located in the public right of way.

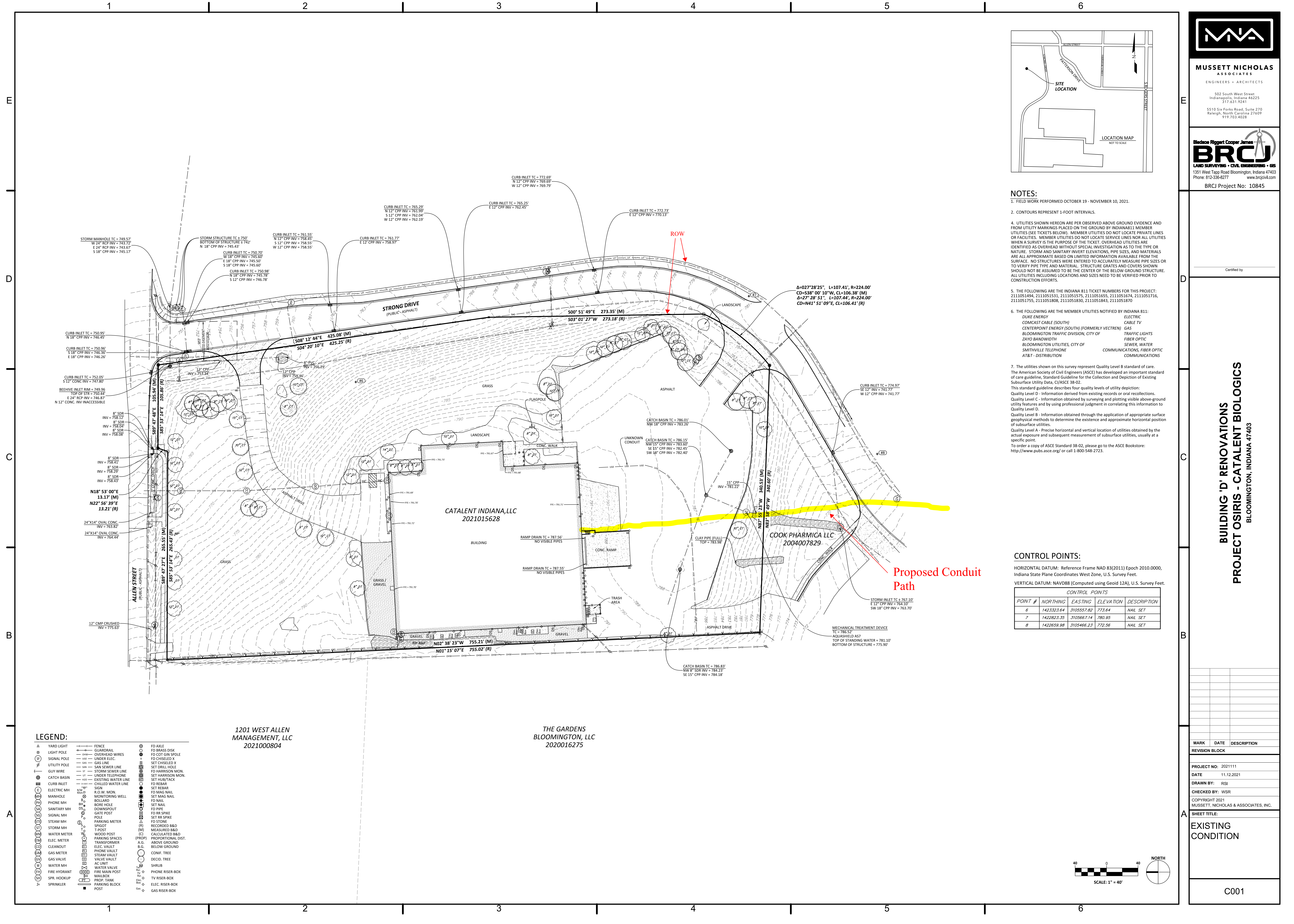
1. 2ea 2" conduits crossing Strong Drive encased in concrete. These conduits provide fiber optic connectivity between Catalent Facilities for security, life safety, and validation communications.
 - a. We intend to excavate to 50-60" where possible to keep these conduits as deep as possible, but anticipate some shallow bedrock in this location.
 - b. Please see attached for proposed conduit and trench routing.
 - c. This work is proposed for after-hours construction to further limit impacts to the Catalent facility which operates 24/7.
 - d. The handhole box at the west side of the Strong Drive crossing shall be located at least 15' from the edge of roadway to accommodate a future sidewalk.
 - e. "Buried Cable" warning pylons will be placed over the conduit route on either side of the Strong Drive crossing clearly indicating the buried fiber alignment.

Attached please find a partial site plan illustrating the above referenced encroachments. Please feel free to contact me if you have any questions or comments about any of the items above.

Sincerely,

Nate Piquard
Project Manager





E
D
C
B
A

- LEGEND:**
- YARD LIGHT
 - LIGHT POLE
 - SIGNAL POLE
 - UTILITY POLE
 - GUY WIRE
 - CATCH BASIN
 - CURB INLET
 - ELECTRIC MH
 - MANHOLE
 - PHONE MH
 - SANITARY MH
 - SIGNAL MH
 - STEAM MH
 - WATER MH
 - ELEC. METER
 - CLEANOUT
 - GAS METER
 - GAS VALVE
 - WATER MH
 - FIRE HYDRANT
 - SPR. HOOKUP
 - SPRINKLER
 - FENCE
 - GUARDRAIL
 - OVERHEAD WIRES
 - UNDER ELEC
 - GAS LINE
 - SAN SEWER LINE
 - STORM SEWER LINE
 - UNDER TELEPHONE
 - EXISTING WATER LINE
 - CHILLED WATER LINE
 - SIGN
 - R.O.W. MON.
 - MONITORING WELL
 - BOLLARD
 - BORER HOLE
 - DOWNSPOUT
 - GATE POST
 - POLE
 - PARKING METER
 - SPIGOT
 - WOOD POST
 - PARKING SPACES
 - TRANSFORMER
 - ELEC. VAULT
 - PHONE VAULT
 - STEAM VAULT
 - GAS VAULT
 - AC UNIT
 - WATER VALVE
 - FIRE MAIN POST
 - MAILBOX
 - PROP. TANK
 - PARKING BLOCK
 - POST
 - FD AXLE
 - FD BRASS DISK
 - FD COT GUN W/PLE
 - FD CHISELED X
 - SET CHISELED X
 - SET DRILL HOLE
 - SET HARRISON MON.
 - SET HUB/TACK
 - FD REBAR
 - SET REBAR
 - FD MAG NAIL
 - SET MAG NAIL
 - FD NAIL
 - SET NAIL
 - FD PIPE
 - SET RR SPIKE
 - FD STONE
 - RECORDED & B.D.
 - MEASURED & B.D.
 - PROPORTIONAL DIST.
 - ABOVE GROUND
 - BELOW GROUND
 - CONF. TREE
 - DECID. TREE
 - SHRUB
 - PHONE RISER-BOX
 - TV RISER-BOX
 - ELEC. RISER-BOX
 - GAS RISER-BOX

1201 WEST ALLEN
MANNING, LLC
2021000804

THE GARDENS
BLOOMINGTON, LLC
2020016275



NOTES:

1. FIELD WORK PERFORMED OCTOBER 19 - NOVEMBER 10, 2021.

2. CONTOURS REPRESENT 1-FOOT INTERVALS.

4. UTILITIES SHOWN HEREON ARE PER OBSERVED ABOVE GROUND EVIDENCE AND FROM UTILITY MARKINGS PLACED ON THE GROUND BY INDIANA811 MEMBER UTILITIES (SEE TICKETS BELOW). MEMBER UTILITIES DO NOT LOCATE PRIVATE LINES OR FACILITIES. MEMBER UTILITIES DO NOT LOCATE SERVICE LINES NOR ALL UTILITIES WHEN A SURVEY IS THE PURPOSE OF THE TICKET. OVERHEAD UTILITIES ARE IDENTIFIED AS OVERHEAD WITHOUT SPECIAL INVESTIGATION AS TO THE TYPE OR NATURE. STORM AND SANITARY INVERT ELEVATIONS, PIPE SIZES, AND MATERIALS ARE ALL APPROXIMATE BASED ON LIMITED INFORMATION AVAILABLE FROM THE SURFACE. NO STRUCTURES WERE ENTERED TO ACCURATELY MEASURE PIPE SIZES OR TO VERIFY PIPE TYPE AND MATERIAL. STRUCTURE GRATES AND COVERS SHOWN SHOULD NOT BE ASSUMED TO BE THE CENTER OF THE BELOW GROUND STRUCTURE. ALL UTILITIES INCLUDING LOCATIONS AND SIZES NEED TO BE VERIFIED PRIOR TO CONSTRUCTION EFFORTS.

5. THE FOLLOWING ARE THE INDIANA 811 TICKET NUMBERS FOR THIS PROJECT:
2111051494, 2111051531, 2111051575, 2111051655, 2111051674, 2111051716, 2111051755, 2111051808, 2111051830, 2111051843, 2111051870

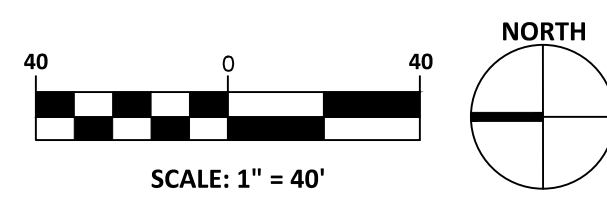
6. THE FOLLOWING ARE THE MEMBER UTILITIES NOTIFIED BY INDIANA 811:
DUKE ENERGY
COMCAST CABLE (SOUTH)
CENTERPOINT ENERGY (SOUTH) (FORMERLY VECTREN)
BLOOMINGTON TRAFFIC DIVISION, CITY OF
ZAYO BROADBAND
BLOOMINGTON UTILITIES, CITY OF
SMITHVILLE TELEPHONE
AT&T - DISTRIBUTION
ELECTRIC
CABLE TV
GAS
TRAFFIC LIGHTS
FIBER OPTIC
SEWER, WATER
COMMUNICATIONS, FIBER OPTIC
COMMUNICATIONS

7. The utilities shown on this survey represent Quality Level 8 standard of care. The American Society of Civil Engineers (ASCE) has developed an important standard of care guideline, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, C145C 38-02. This standard guideline describes four quality levels of utility depiction:
Quality Level D - Information derived from existing records or oral recollections.
Quality Level C - Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level D.
Quality Level B - Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities.
Quality Level A - Precise horizontal and vertical location of utilities obtained by the actual exposure and subsequent measurement of subsurface utilities, usually at a specific point.
To order a copy of ASCE Standard 38-02, please go to the ASCE Bookstore: <http://www.pubs.asce.org/> or call 1-800-548-2723.

CONTROL POINTS:

HORIZONTAL DATUM: Reference Frame NAD 83(2011) Epoch 2010.0000, Indiana State Plane Coordinates West Zone, U.S. Survey Feet.
VERTICAL DATUM: NAVD88 (Computed using Geoid 12A), U.S. Survey Feet.

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
6	1423323.64	3105557.82	773.64	NAIL SET
7	1422823.35	3105667.14	780.95	NAIL SET
8	1422659.98	3105466.23	772.56	NAIL SET



MUSSETT NICHOLAS ASSOCIATES
ENGINEERS + ARCHITECTS
502 South West Street
Indianapolis, Indiana 46225
317.631.9241
5510 Six Forks Road, Suite 270
Raleigh, North Carolina 27609
919.703.4028

BRCJ
LAND SURVEYING • CIVIL ENGINEERING • GIS
1351 West Tapp Road Bloomington, Indiana 47403
Phone: 812-336-8277
www.brcjcivil.com
BRCJ Project No: 10845

**BUILDING 'D' RENOVATIONS
PROJECT OSIRIS - CATALENT BIOLOGICS
BLOOMINGTON, INDIANA 47403**

MARK DATE DESCRIPTION

REVISION BLOCK

PROJECT NO: 20211111
DATE 11.12.2021
DRAWN BY: RSI
CHECKED BY: WSR
COPYRIGHT 2021
MUSSETT, NICHOLAS & ASSOCIATES, INC.
SHEET TITLE:
EXISTING
CONDITION

C001



G1 WHERE CONDUITS ENTER BUILDING PROVIDE 24"x24" LOCKABLE PULLBOX ON EXTERIOR.

- 1 EXISTING HANDHOLE.
- 2 EXISTING CONDUIT(S) TO BUILDING 'A'. VERIFY ROUTE.
- 3 HANDHOLE LOCATED INSIDE FACE OF 24"x36"x24" POLYMER CONCRETE WITH TIER 8 RATING. EQUAL TO QUATIZE PD SERIES. PROVIDE WITH LID LABEL COMING UP.
- 4 (24"x 36" POLY CONCRETE) WITH TWO INDUCTER IN EACH CONDUIT. EACH HANDHOLE IS MAXCELL M4E8383 FOR C/F. PROVIDE DETECTABLE WARNING TAPE 12" ABOVE CONDUIT.
- 5 (10"x 16" POLY CONCRETE) WITH TWO INDUCTER IN EACH CONDUIT. EACH HANDHOLE IS MAXCELL M4E8383 FOR C/F. PROVIDE DETECTABLE WARNING TAPE 12" ABOVE CONDUIT.
- 6 HANDHOLE LOCATED INSIDE FACE OF 24"x36"x24" POLYMER CONCRETE WITH TIER 22 RATING. EQUAL TO QUATIZE PD SERIES. PROVIDE WITH LID LABEL COMING UP AND DOWN.
- 7 FIBER TO ID-FR. ROUTE IN CONDUIT UP INTERIOR WALL AND THEN IN TRAY TO ID-FR.
- 8 FIBER TO ID-Q. ROUTE IN CONDUIT.

Trench Detail Under Roadway

Existing Asphalt Top Pave

Existing Asphalt Bottom Pave

Existing Asphalt Base Course

≥ 2ea 2" Conduits

 **1 ELECTRICAL - FIBER & PATHWAYS**
SCALE: 1" = 40'-0"

[illegible]

F.A. WILHELM CONSTRUCTION

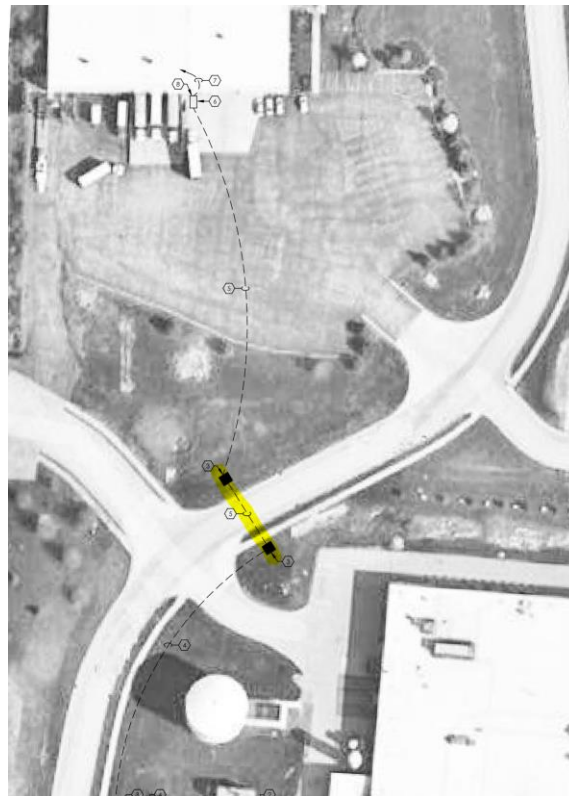
December 1, 2021

Property Owner

Re: Work on Strong Drive, 1100 S. Strong Drive

Property Owner,

Roadwork on Strong Drive is planned for the nights of 12/15/21 & 12/16/21 at the location highlighted below.



This work includes asphalt sawcutting and removal, excavation, installation of conduits, trench backfill, and asphalt patching.

We do not anticipate noise levels to exceed 75Db from 100' away.

This work will be completed in 2 phases keeping one lane open at all times. Work will start on the northbound lane at 7:00PM on 12/15/21. The northbound lane will be open to traffic by 7:00AM on 12/16/21.



F.A. WILHELM CONSTRUCTION

Work on the southbound lane will start at 7:00PM and be complete and open for traffic by 7:00AM on 12/17/21.

The site contact for this work will be Kevin Peterson. Kevin can be reached at 317-447-0562 for the duration of this work.

A Board of Public Works Commission meeting is scheduled for 12/6 at noon via Zoom and again on 12/7 to vote for final approval. Please see below for meeting invitation information:

11/6 (Noon):

Join Zoom Meeting

<https://bloomington.zoom.us/j/85057730429?pwd=bExrcGg2M3ZqVUptRlRMcEhtUXBDUT09>

Meeting ID: 850 5773 0429

Passcode: 337820

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 850 5773 0429

Passcode: 337820

Find your local number: <https://bloomington.zoom.us/j/khsRog9rM>

11/7 (5:30 PM):

Join Zoom Meeting

<https://bloomington.zoom.us/j/83579823325?pwd=MzFGSDFCRS80ZUY0VmZxQ2FQbWVMdz09>

Meeting ID: 835 7982 3325

Passcode: 882102

Dial by your location

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 835 7982 3325

317-359-5411 | fawilhelm.com

3914 Prospect Street, Indianapolis, IN 46203

EMPOWERING PEOPLE TO **BUILD WHAT MATTERS**



F.A. WILHELM CONSTRUCTION

Passcode: 882102

Find your local number: <https://bloomington.zoom.us/j/882102>

Please feel free to contact me with any questions regarding this work.

Sincerely,

Nate Piquard
Project Manager
3147-474-5134



11/15/2021 8:46:22 AM D:\Work Files\Catalent\Bldg D\WNA_Catalent_Bldg D_Elect

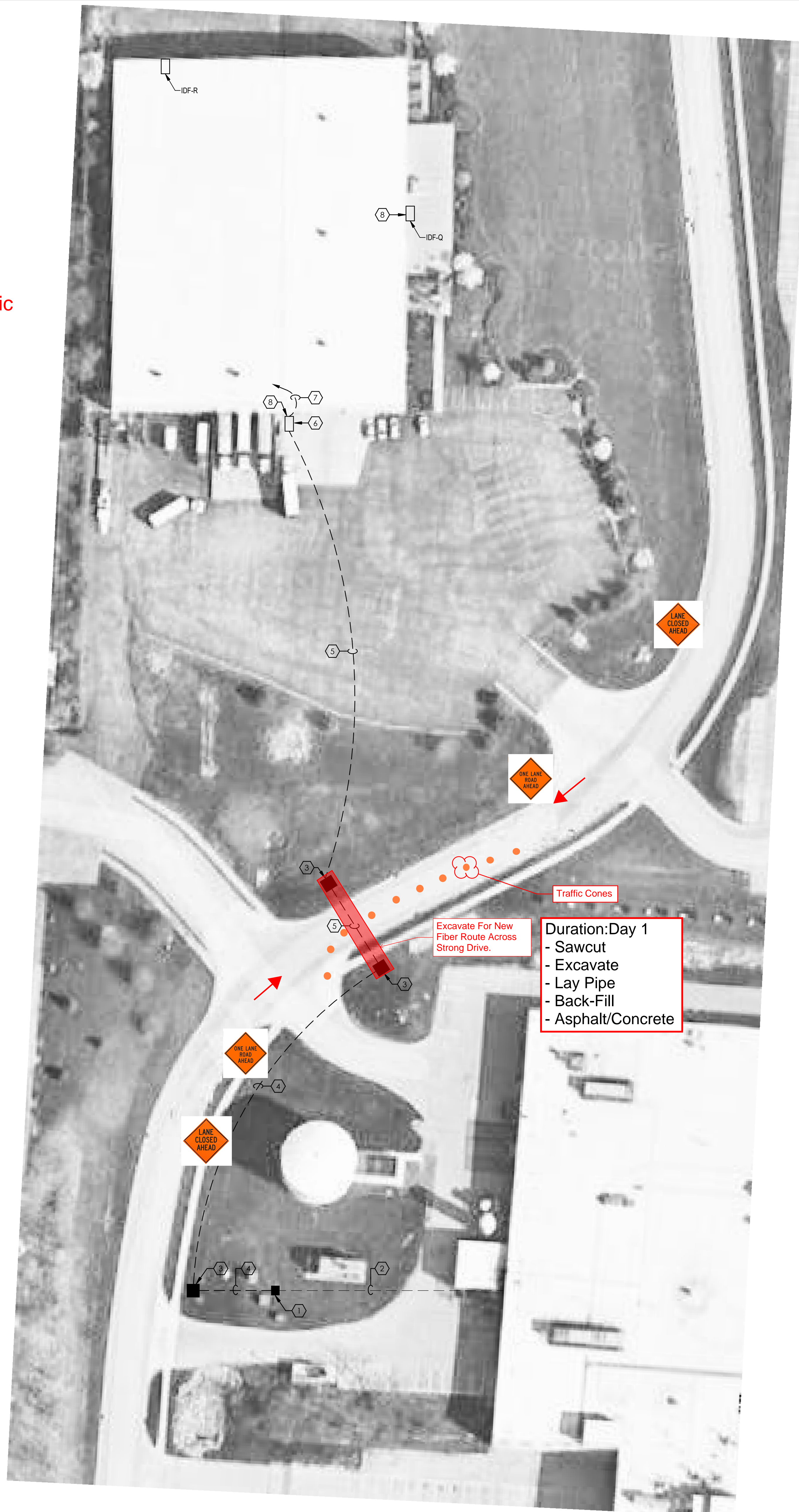
Excavation Notes:

1. Wilhelm plans to complete work on two consecutive nights, completing one lane of the excavation per night.

1. The fiber crossing at Strong Drive Wilhelm plans to have traffic control cones, one lane traffic ahead, and one lane close ahead signs. Wilhelm is also planning on closing one lane at a time to keep traffic moving throughout the fiber line installation scopes.

2. Wilhelm will backfill with early set high PSI concrete.

3. Sidewalk and curb&gutter repair will be completed upon completion of fiber crossing.



1 ELECTRICAL - FIBER & PATHWAYS
SCALE: 1" = 40'-0"

GENERAL NOTES:

G1 WHERE CONDUITS ENTER BUILDING PROVIDE 24"x24" LOCKABLE PULLBOX ON EXTERIOR.

KEYED NOTES:

- EXISTING HANDHOLE.
- EXISTING CONDUIT(S) TO BUILDING 'A'. VERIFY ROUTE.
- HANDHOLE LOCATED INSIDE FENCE. 24"x36"x28"D. POLYMER CONCRETE WITH TIER 8 RATING, EQUAL TO QUAZITE 'PD' SERIES. PROVIDE WITH LID LABEL 'COMMUNICATION'.
- (24"x4" (PVC SCHEDULE 40) WITH TWO INNERDUCT IN EACH CONDUIT. EACH INNERDUCT IS MAXCELL 'MXE86383' FOR 4"C. PROVIDE DETECTABLE WARNING TAPE 12" ABOVE CONDUIT.
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MUSSETT NICHOLAS ASSOCIATES

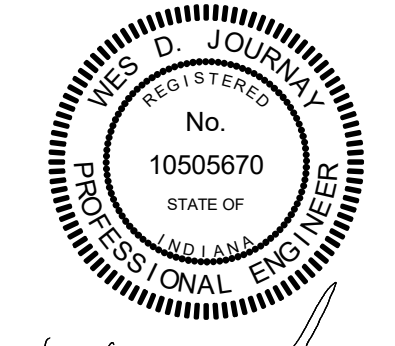
ENGINEERS + ARCHITECTS

502 South West Street
Indianapolis, Indiana 46225
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919.703.4028

Silver Creek Engineering, Inc.

7225 Woodland Drive, Suite 200
Indianapolis, IN 46278
(317) 297-5610
(317) 297-2842 FAX
www.sceindy.com



James D. Johnson
Certified PE

**BUILDING 'D' RENOVATIONS
WAREHOUSE BUILDING**
Bloomington, IN

0	11.12.21	ADD#2 PH1
MARK	DATE	DESCRIPTION
REVISION BLOCK		

PROJECT NO:	2021111
DATE:	11.05.21
DRAWN BY:	DLV
CHECKED BY:	WDJ
COPYRIGHT 2021 MUSSETT, NICHOLAS & ASSOCIATES, INC.	

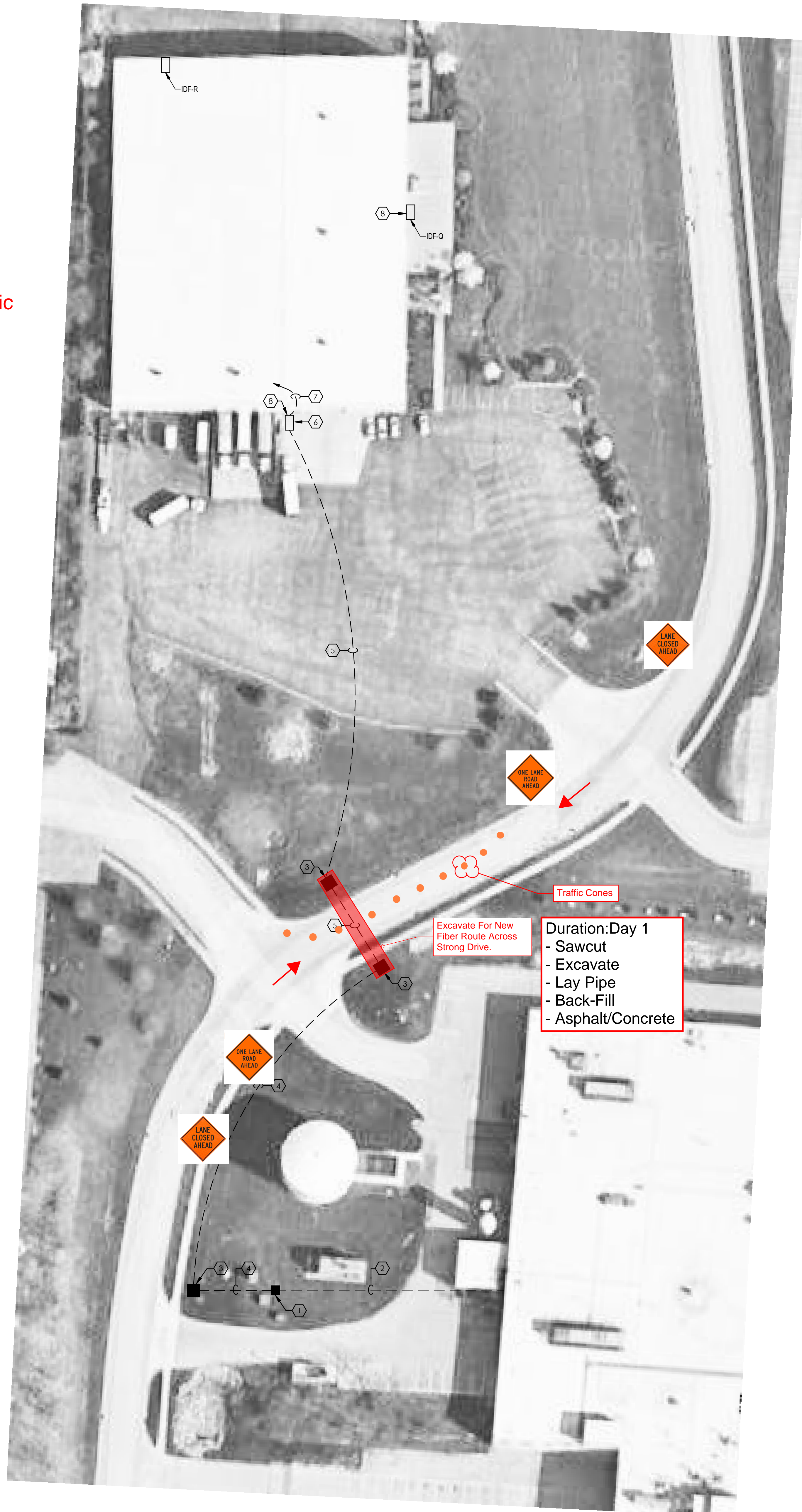
SHEET TITLE:
**ELECTRICAL - FIBER
& PATHWAYS**

OSI-E002.1

11/15/2021 8:46:22 AM D:\Work Files\Catalent\Bldg D\WNA_Catalent_Bldg D_Elec.rvt

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1 ELECTRICAL - FIBER & PATHWAYS
SCALE: 1" = 40'-0"

Proposed MOT Day 2

GENERAL NOTES:

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MUSSETT NICHOLAS
ASSOCIATES

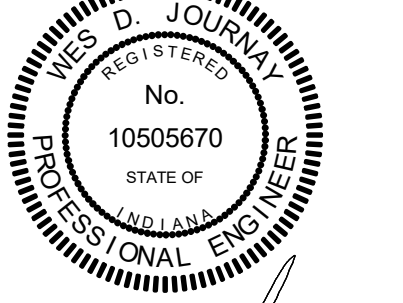
ENGINEERS + ARCHITECTS

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James D. Johnson
Certified Professional Engineer

BUILDING 'D' RENOVATIONS
WAREHOUSE BUILDING
Bloomington, IN

MARK	DATE	DESCRIPTION

0	11.12.21	ADD#2 PH1
MARK	DATE	DESCRIPTION
REVISION BLOCK		

PROJECT NO:	2021111
DATE:	11.05.21
DRAWN BY:	DLV
CHECKED BY:	WDJ
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SHEET TITLE:	ELECTRICAL - FIBER & PATHWAYS
--------------	----------------------------------

OSI-E002.1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/29/2021

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

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

PRODUCER Aon Risk Services Central, Inc. Chicago Office 200 E. Randolph 12th Floor Chicago, IL 60601	1-312-381-1000 CONTACT NAME: Grant Greeno PHONE (A/C No. Ext): 312-381-1714 FAX (A/C No.): E-MAIL ADDRESS: grant.greeno@aon.com														
INSURED F.A. Wilhelm Construction Co., Inc. 3914 Prospect Street Indianapolis, IN 46203	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: PHOENIX INS CO</td> <td>25623</td> </tr> <tr> <td>INSURER B: TRAVELERS PROP CAS CO OF AMER</td> <td>25674</td> </tr> <tr> <td>INSURER C: XL SPECIALTY INS CO</td> <td>37885</td> </tr> <tr> <td>INSURER D: TRAVELERS IND CO OF AMER</td> <td>25666</td> </tr> <tr> <td>INSURER E: INDIAN HARBOR INS CO</td> <td>36940</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: PHOENIX INS CO	25623	INSURER B: TRAVELERS PROP CAS CO OF AMER	25674	INSURER C: XL SPECIALTY INS CO	37885	INSURER D: TRAVELERS IND CO OF AMER	25666	INSURER E: INDIAN HARBOR INS CO	36940	INSURER F:	
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INSURER D: TRAVELERS IND CO OF AMER	25666														
INSURER E: INDIAN HARBOR INS CO	36940														
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 62790736

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 checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Exp, Collapse, Undgr GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			VTN-CO-8N803481-21	08/01/21	08/01/22	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
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			VTJ-CAP-161D7679-21	08/01/21	08/01/22	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			US00063497LI21A	08/01/21	08/01/22	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	UB-2N106314-21-25-K	08/01/21	08/01/22	<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
E	Contractors Pollution/E&O Pollution Legal Liability			CEO742107902	08/01/21	08/01/22	Per Claim 15,000,000 Policy Aggregate 25,000,000

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

RE: Sidewalk Closing

Where required by written contract City of Bloomington Planning and Transportation shall be named as an additional insured.

CERTIFICATE HOLDER

City of Bloomington Planning and Transportation Department 401 N. Morton Street, Suite 130 Bloomington, IN 47402 USA	CANCELLATION 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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ACORD 25 (2016/03)

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ggreeno
62790736

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY
Aon Risk Services Central, Inc.
Chicago Office

POLICY NUMBER

CARRIER

NAIC CODE

EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Excess Tower

Insurer(s) Affording Coverage	NAIC #
Endurance American Insurance Company	10641
The Ohio Casualty Insurance Company	24074
Travelers Property Casualty Co of America	25674

Type of Insurance	Policy Number	Policy Effective Date	Policy Expiration Date	Limits
Excess Liability	XSC30001891401	08/01/2021	08/01/2022	\$15M x \$10M
Excess Liability	ECO(22)61584850	08/01/2021	08/01/2022	\$25M x \$25M
Excess Liability	EX-9R844937-21-NF	08/01/2021	08/01/2022	\$25M x \$50M

RIGHT OF WAY BOND

BOND NUMBER: 107504680

KNOW ALL MEN BY THESE PRESENTS, That we F.A. Wilhelm Construction Co., Inc. as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, incorporated under the laws of the State of CONNECTICUT, with its Home Office in HARTFORD, CONNECTICUT, as Surety, are held and firmly bound unto City of Bloomington, as Obligee, in penal sum of Thirty thousand and zero cents Dollars (\$30,000.00) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has applied to the Obligee for a Permit for ANY WORK PERFORMED WITHIN THE RIGHT OF WAYS to cut into Catalent Osiris

THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall indemnify the Obligee against all loss to it caused by said Principal's breach of any ordinance, rule or regulation relating to such Permit then the above obligation shall be void, otherwise to be and remain in full force and effect.

THE LIABILITY HEREUNDER may be terminated (a) by written notice from Surety to Obligee that liability shall terminate upon expiration of thirty (30) days from the date of such notice or (b) upon written cancellation from Obligee addressed to Surety. In either event, a copy of the notice of authorization shall be forwarded to the Principal. In the event of such cancellation by the Surety, the Surety shall refund the unearned premium, if any.

SIGNED, SEALED AND DATED the 2nd day of December, 2021. This bond to be effective the 2nd day of December, 2021 through the 2nd day of December, 2022.

F.A. Wilhelm Construction Co., Inc.

Principal

By: Brittney Turner
Brittney Turner, Secretary & Treasurer

TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA

Surety

By: Thomas J. Mitchell
Thomas J. Mitchell, Attorney-in-Fact



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Thomas J. Mitchell** of **LOUISVILLE, Kentucky**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

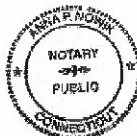
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary, any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **2nd** day of **December**, 2021




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



CITY OF BLOOMINGTON

RIGHT-OF-WAY USE PERMIT APPLICATION

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

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

☒ ROW EXCAVATION ☒ ROW USE
ADDRESS OF ROW ACTIVITY: 1100 Strong Drive
Bloomington, Indiana 47403

A. APPLICANT/AGENT INFORMATION: APPLICANT NAME: <u>Fredy Yanes</u> E-MAIL: <u>fredyyanes@fawilhelm.com</u> COMPANY: <u>FA Wilhelm</u> ADDRESS: <u>3914 Prospect St</u> CITY, STATE, ZIP: <u>Indianapolis, IN 46203</u> 24-HR EMERGENCY CONTACT NAME: <u>Paul Mount</u> 24-HR CONTACT PHONE #: <u>317-517-3950</u> INSURANCE #*: <u>62790736</u> COMPANY: <u>Aon Risk .Inc</u> BOND#*: <u>On File</u> COMPANY: _____ <small>* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small> **SUBCONTRACTOR INFORMATION** <small>(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)</small> COMPANY NAME: <u>Cassady Electrical</u>	D. TRAFFIC CONTROL DEVICES*: <input checked="" type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD <input type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES <input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER <small>*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED. See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet</small>
B. WORK DESCRIPTION: <input checked="" type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): <u>Saw-cut/ Excavate/ Install Piping/ Backfill/ Compact/Asphalt</u> <small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small>	E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <small>IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436</small>
C. RIGHT OF WAY TO BE USED/CLOSED: STREET NAME 1: <u>Strong Drive</u> 1ST INTERSECTING STREET NAME: <u>W Allen St</u> 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N <small>**NON-METERED</small> START DATE: <u>12/15/21</u> END DATE: <u>12/16/21</u> # OF DAYS*: <u>2</u> <u>North bound lane night of 12/15 South bound night of 12/16</u> STREET NAME 2: _____ 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N <small>**NON-METERED</small> START DATE: _____ END DATE: _____ # OF DAYS*: _____ <small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small>	F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT? PROJECT NAME: <u>N/A</u> PROJECT #: _____ PROJECT MGR.: _____ PROJECT MGR. #: _____ <small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY</small>
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> REQUESTED CLOSURE HOURS: <u>7:00PM</u> AM - <u>7:00AM</u> PM <small>*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)</small>	G. EXCAVATIONS: SQ FT OF PAVEMENT* EXCAVATIONS : <u>100 SF</u> <small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small> SQ FT OF NON-PAVEMENT* EXCAVATIONS: <u>50 SF</u> <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: _____ <small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small> # OF POLE INSTALLATIONS/REMOVAL: <u>N/A</u> SQ FT OF SIDEWALK RECONSTRUCTION*: <u>20 SF</u> <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small> SQ FT OF SIDEWALK NEW CONSTRUCTION*: <u>N/A</u> <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small> #RESIDENTIAL DRIVEWAY INSTALLATION: <u>N/A</u>
<div style="display: flex; align-items: center;"> <div> TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. IT'S THE LAW. </div> </div>	
H. INDEMNIFICATION AGREEMENT: <small>The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.</small> I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE. PRINT NAME: <u>Fredy Yanes</u> SIGNATURE: <u>Fredy Yanes</u> DATE: <u>11/24/21</u>	

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ ☐ BPW ☐ City Engineer ☐ Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



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) 349-3410 or april.rosenberger@bloomington.in.gov

Event and Noise Information

Name of Event:	Conduit Excavation		
Location of Event:	Appx. 1100 Strong Drive		
Date of Event:	12/15/21 - 12/16/21	Time of Event:	Start: 7:00pm
Calendar Day of Week:	Wed - Thur		End: 7:00am
Description of Event:	Underground excavation for 2 new conduits crossing the street. This work will be done over night in two phases, keeping one lane open at all times.		
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Equipment
			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:	Nate Piquard		
Organization:	FA Wilhelm Construction	Title:	Project Manager
Physical Address:	3914 Prospect Street, Indianapolis, IN 46203		
Email Address:	Natepiquard@fawilhelm.com	Phone Number:	317-474-5134
Signature:		Date:	12/6/21

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	
<hr/> Dana Henke, President	<hr/> Beth H. Hollingsworth, Vice-President
<hr/> Date	<hr/> Kyla Cox Deckard, Secretary

**BOARD OF PUBLIC WORKS
RESOLUTION 2021-70**

Encroachment with Catalent Indiana, LLC fka Cook Pharmica, LLC

WHEREAS, Catalent Indiana, LLC fka Cook Pharmica, LLC (hereinafter "Owner") owns the real property at 1300 S Patterson Drive, which real estate is more particularly described in a deed recorded as Instrument No. 2004007577, in the Office of the Recorder of Monroe County (hereinafter "Property"); and

WHEREAS, the City neither desires nor intends to vacate this right of way; and

WHEREAS, the Owner wishes to install a private fiber optic line in the public right-of-way to service the Property across S Strong Drive; and,

WHEREAS, the location of a fiber optic line will be approved by Engineering and will not interfere with pedestrian traffic or the vehicular line of sight along the roadway; and

WHEREAS, the City of Bloomington Board of Public Works has authority pursuant to IC 36-9-2-5 to establish, vacate, maintain, and operate public ways, including air ways over sidewalks;

NOW, THEREFORE, BE IT RESOLVED:

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

1. Owner agrees to maintain all of the described encroachments and to keep them in a safe and good condition. Owner shall be responsible for timely performance of maintenance and shall bear all expense regarding such maintenance and operating costs. Maintenance and operating costs include: continuing membership and paying for locate fees through 811 and installing and maintaining hand holes and buried fiber indication posts.
2. Owner agrees to temporarily patch the street cut following the installation and permanently patch the street cut according to City of Bloomington Standards in Spring 2022.
3. The encroachment shall not deviate from the design which is depicted in Exhibit A of this Resolution. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

4. The encroachments shall not cause noncompliance with the current Americans with Disabilities Act (ADA) and Public Rights-of-Way Accessibility Guidelines (PROWAG).
5. This Resolution is not intended to relieve Owner of any provisions of any applicable zoning or other ordinance or statute that may apply to the Property.
6. Owner agrees that the only encroachments that may be installed in the right of way are described herein. In the event Owner wishes to install any additional encroachment(s), Owner must first obtain additional approval from the Board of Public Works.
7. The terms of this Resolution shall be in effect upon the following: (a) passage by the Board of Public Works; (b) written acceptance by Owner and acknowledgement by Owner that the Board of Public Works may alter the terms and conditions to address unanticipated problems or may revoke permission if the Board determines the encroachments are undesirable in terms of the general welfare of the City; and (c) the return of a copy of the recorded Resolution to the Engineering Department, which must include the Monroe County Recorder's file information.
8. Owner understands and agrees that if the City or a public utility needs to work in said area for any reason, and any of the encroachments needs to be removed to facilitate the City or a utility, the removal shall be at the sole expense of Owner, and the City shall not be responsible for any damage which may occur to the encroachments by the City's workers or contractors, or by those of a public utility. Owner shall not be compensated for any expense which it may incur.
9. If at any time it is determined that the encroached upon area should be improved to better serve the public, or public improvements need to be made in the right of way and the encroaching improvements interfere with the planned public improvements, then Owner shall remove any materials or other installations, included within the encroachments upon notification by the City, without compensation by the City.
10. In the event the Owner sells the business during the term of this authorization, this authorization shall continue under the original conditions and be binding on its successors and assigns. However, if Owner's successors and assigns wish to change any of the encroachment(s) in any way, Owner's successors and assigns shall return to the Board of Public Works for permission to replace or modify said encroachment(s) prior to any change being made.
11. In consideration for the use of the property, pursuant to this Resolution, Owner, for itself, its officers, directors, agents, employees, members, successors and assigns, (collectively, the "Owner Parties") hereby acknowledges and agrees to assume full and complete responsibility for all bodily and personal injuries,

including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property by the Owner Parties pursuant to this Resolution, and for the same consideration hereby agree to indemnify, hold harmless, release, waive and forever discharge the City, its officers, directors, agents, employees, successors and assigns, and all other persons and entities associated with the City, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property by the Owner Parties pursuant to this Resolution, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract. Owner expressly acknowledges that this Resolution is intended to be as broad as permitted by law, subject to the terms and conditions hereof, and, if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

12. This Resolution shall be effective upon the following: (a) passage by the Board of Public Works; (b) written acceptance by Owner; and (c) the return of a copy of the recorded Resolution to the Department of Planning and Transportation, which must include the Monroe County Recorder's file information.
13. This Resolution shall run with the land and shall bind the Owner and its successors and assigns. Owner expressly consents to the provisions of this Resolution on its own behalf and on behalf of its successors and assigns.
14. Andrew Espejo, as the Catalent Indiana, LLC fka Cook Pharmica, LLC General Manager, agrees by signing that he has full power by proper action to enter into this agreement and has authority to do so.

IN WITNESS WHEREOF, the Board of Public Works has executed this Resolution 2021-XX this _____ day of _____, 2021.

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS**

By: _____
Dana Henke, President

By: _____
Beth H. Hollingsworth, Vice Pres.

By: _____
Kyla Cox Deckard, Secretary

**Catalent Indiana, LLC fka Cook
Pharmica, LLC**

By: _____
Andrew Espejo, Catalent Indiana LLC
General Manager

Date: _____



Board of Public Works Staff Report

Project/Event:	Request from Scannell Properties for full street closure on N Pete Ellis Dr
Staff Representative:	Paul Kehrberg
Petitioner/Representative:	Craig Miller, Scannell Properties
Date:	December 7, 2021

Report: Scannell Properties is planning a new mixed use project at 2851 E Longview Dr. Before major work can begin onsite, new storm water infrastructure needs to be installed along N Pete Ellis Dr. This work consists of a new 36" pipe and two new manhole structures within the street. Due to the extent of the excavations a full street closure is requested from along N Pete Ellis Dr north of E Longview Dr.

Access to all area residents and businesses will remain, and they have gone door to door to discuss the closure with area residents and businesses. They are committed to minimizing the impact of the necessary work.

The requested dates of the closure are December 27, 2021 to January 9, 2022. However, we request that Engineering staff be able to add an additional week to the closure if necessary, extending the closure to January 16, 2022. They will be working 6 days a week, except New Year's Day, to complete the work as quickly as possible. Scannell Properties will work closely with City Engineering staff to communicate progress on the project.

A detour route will be posted using E 10th St, SR 46/46 Bypass, and E 3rd St. Both IU Health EMS and Bloomington Transit have been notified of the upcoming closure.



Headquarters

8801 River Crossing Blvd.
Suite 300
Indianapolis, IN 46240
tel: 317.843.5959
fax: 317.843.5957

Offices

Alexandria	Antwerp
Boston	Düsseldorf
Chicago	London
Dallas	Milan
Denver	Paris
Kansas City	Würzburg
Minneapolis	
San Francisco	

December 3, 2021

Via Electronic Delivery

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

Re: Curry Urban Project – Closure on North Pete Ellis Drive

Dear Board Members:

Scannell Properties (Scannell) is planning a mixed-use project at 2851 East Longview Avenue, which has been approved by City Council. As part of the project, we must first redirect stormwater that currently traverses our site, before we can build our building. The redirected storm sewer design includes 36" pipe and structures in Pete Ellis Dr., and Scannell is respectfully requesting the temporary closure of Pete Ellis Dr. to safely and expeditiously perform this work.

We estimate that this work will take up to three weeks, due to the typical winter weather and short days this time of year. However, in the interest of limiting the public impact due to this closure, we are formally requesting only two weeks from December 27, 2021 through January 9, 2022. We will work closely with Bloomington Engineering during that time, who may extend the closure by one week to January 16, 2022 if necessary, in accordance with the attached Maintenance of Traffic plan. We are sensitive to the impact of this closure, and are committed to working 6 days a week, weather permitting and not including New Years Day, during this phase, and will attempt to shorten this duration and re-open Pete Ellis as soon as possible.

In anticipation of the impact to the surrounding residents, we are walking door-to-door today to discuss this proposed closure with adjacent property owners and residents.

Scannell will coordinate with the City of Bloomington, City of Bloomington Utilities, law enforcement, and transit providers to assure that this closure information is well communicated. Therefore, Scannell respectfully requests that the Board of Public Works approves the closure referenced above from December 27, 2021 through January 9, 2022, understanding the possibility of this being extended to January 16, 2022.

Kind Regards,

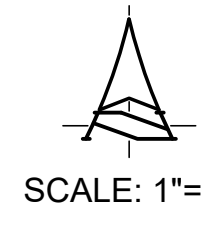
Craig Miller
Vice President of Project Management

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

LEGEND			
Description		Quantity	Unit
<div></div> ROW GRADING Permit asphalt removal		4,545	sf
<div></div> Utility PAVEMENT PATCH		189	sf

DEMOLITION LEGEND	
<div></div> CL	CONSTRUCTION LIMITS
<div></div> T.B.R.	TO BE REMOVED
<div></div> T.R.U.	TO REMAIN UNDISTURBED

EXISTING LEGEND	
<div></div>	PROPERTY LINE
<div></div>	FENCE
<div></div>	WATER LINE PIPE
<div></div>	CONTOUR & ELEVATION
<div></div>	SANITARY SEWER PIPE
<div></div>	STORM SEWER PIPE
<div></div>	OVERHEAD ELECTRIC LINES
<div></div>	UNDERGROUND ELECTRIC LINES
<div></div>	OVERHEAD TELEPHONE LINES
<div></div>	UNDERGROUND TELEPHONE LINES
<div></div>	GAS LINE PIPE



SCALE: 1"=20'



NOTE: SEE MAINTENANCE OF TRAFFICE PLAN ON SHEET C601 FOR WORK WITHIN THE RIGHT OF WAY.

NOTE TO CONTRACTOR
CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS & DEPTHS AND NOTIFY ENGINEER OF ANY INACCURACIES IN LOCATION OR ELEVATION OR ANY CONFLICTS PRIOR TO & AFTER ANY EXCAVATION. NO PAYMENT SHALL BE MADE TO CONTRACTOR FOR UTILITY DESTRUCTION OR UNDERGROUND CHANGES REQUIRED DUE TO CONFLICTING ELEVATIONS.

LUPTON
RAUSCH

ARCHITECTURE +
INTERIOR DESIGN

SCANNELL
PROPERTIES

PRELIMINARY
NOT FOR CONSTRUCTION

SCANNELL
PROPERTIES

MIXED USE DEVELOPMENT

CURRY UBAN
PROPERTIES

EAST LONGVIEW AVENUE
BLOOMINGTON, INDIANA 47408

PROJECT NUMBER 21000.0
ISSUED FOR EARTHWORK & 08/23/2021
SITE UTILITIES
ADDENDUM NO. 1 09/03/2021

DEMOLITION PLAN

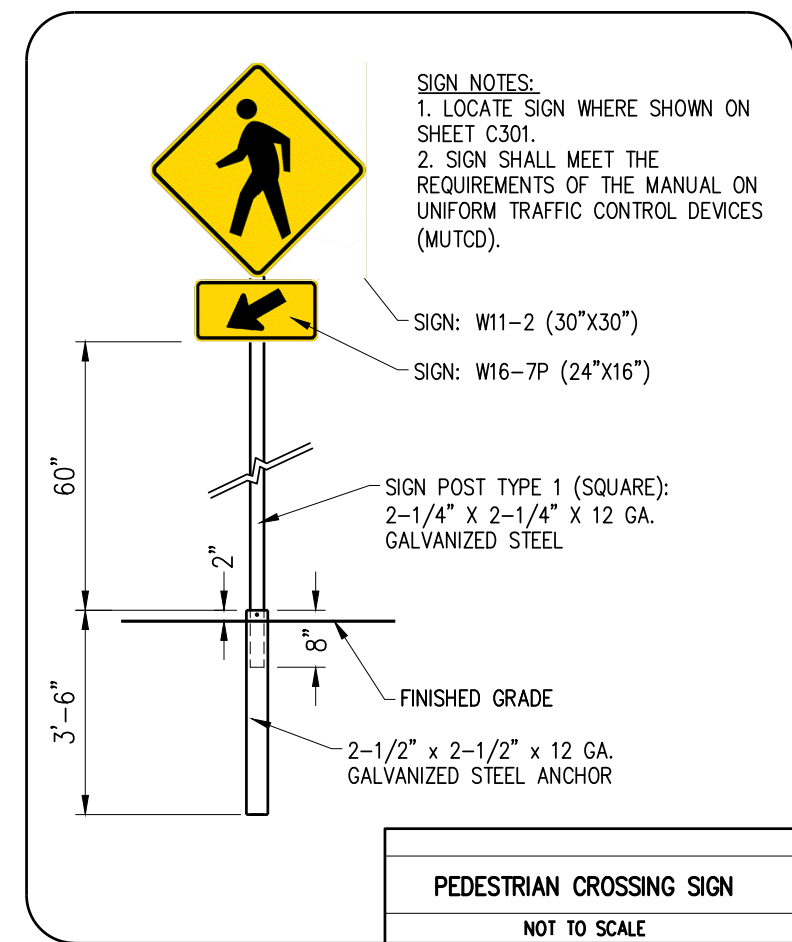
C201

LUPTON RAUSCH



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

SIDEWALK NOTE: IF THE RUNNING SLOPE OF THE EXISTING SIDEWALK OR MULTI-PURPOSE PATH EXCEEDS 2% AT THE INTERSECTION WITH THE NEW SIDEWALK THEN THE NEW SIDEWALK CROSS SLOPE WILL EXCEED 2% AND IS NOT ACCEPTABLE. CONTRACTOR SHALL SAWCUT, REMOVE AND REPLACE A PORTION OF THE EXISTING SIDEWALK OR PATH UPSLOPE AND DOWNSLOPE OF THE INTERSECTION TO ACHIEVE A SLOPE LESS THAN 2%. THE MAXIMUM UP AND DOWNSLOPE OF THE REPLACED SIDEWALK OR PATH SHALL NOT EXCEED 4.9%.



NOTE: THIS IS A TEMPORARY CROSSING THAT IS TO BE REMOVED AND REPLACED TO ORIGINAL CONDITION AFTER CITY ACCEPTANCE OF THE CURRY URBAN STRETCH OF MULTI-PATH.

SAWCUT AND REMOVE CONCRETE FOR INSTALLATION OF 2' X 5' DETECTABLE WARNING PLATE PER DETAIL R2.

EX. 8' WIDE MULTI-PURPOSE PATH

EX. 5' WIDE RETURN SIDEWALK

CURB CUTS BOTH SIDES

SIGN W11-1 WITH ADD-ON SIGN W16-P

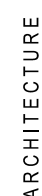
SIGN W11-2 WITH ADD-ON SIGN W16-R

SIX 2' X 6' SPACED AT 2' APART

SAWCUT & REMOVE EX. CURB

MATCH EX. SIDEWALK, VERIFY EX. SIDEWALK RUNNING SLOPE AT INTERSECTION DOES NOT EXCEED 2%. IF EXCEEDS, SEE NOTE 3 OF THIS SHEET.

SHEET NUMBER
C601
LUPTON RAUSCH



Work on Paved Shoulders >8ft. or Parking Lanes

Legend:

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

Paved Shoulder >8ft. Closed on Divided Roadway

Legend:

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

Work Area

Legend:

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

Notes:

- SHOULDER CLOSED signs should be used on limited-access highways where there is no opportunity for disabled vehicles to pull off the traveled way. UTILITY WORK AHEAD or WORKERS signs may be used instead of the ROAD WORK AHEAD sign.
- Use of an arrow display is optional. If used, it shall be operated in the caution mode.
- <40mph speed limit, shadow vehicle optional.

Shadow Vehicles CANNOT be used as work vehicles

Lane Closure on a Two-Lane Road (Two Flagger Operation)

Legend:

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

Notes:

- When a side road intersects the roadway within the work zone, additional devices shall be erected to channelize traffic to/from the side road, and a ROAD WORK AHEAD sign shall be placed on each side road approach.
- On non-freeway multi-lane roads in urban areas, the sign spacing may be reduced.
- <40mph speed limit, shadow vehicle optional.

Lane Closure on a Divided Roadway or One Way Street

Legend:

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

Notes:

- When a side road intersects the roadway within the work zone, additional devices shall be erected to channelize traffic to/from the side road, and a ROAD WORK AHEAD sign shall be placed on each side road approach.
- On non-freeway multi-lane roads in urban areas, the sign spacing may be reduced.
- <40mph speed limit, shadow vehicle optional.

OPTIONAL SKIPS BASED TAPERS (For a 12 Ft. Work Closure)												
Speed (MPH)	Shoulder Tapers			Shifting Tapers			Merging Tapers					
	L	#S	CS	#C	L	#S	CS	#C	#C			
20	80	2	20	5	80	2	20	5	160	4	20	9
25	80	2	20	5	80	2	20	5	160	4	20	9
30	80	2	20	5	120	3	20	7	200	5	20	11
35	120	3	20	7	160	4	20	9	280	7	20	15
40	120	3	40	4	160	4	20	5	320	8	40	8
45	200	5	40	6	280	7	40	8	560	14	40	16
50	200	5	40	6	320	8	40	9	600	15	40	17
55	240	6	40	7	360	9	40	10	680	17	40	18
60	240	6	60	5	360	9	60	7	720	18	60	13
65	280	7	60	6	400	10	60	8	800	20	60	15
70	280	7	60	6	440	11	60	9	840	21	60	15

2-Way & Downstream Tapers are always 100/2.5/20/7

L Length (ft)	#S = Number of Skips	CS = Closure Spacing (ft)	#C = Number of Closures
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Guidelines for Buffer Lengths and Distance of Flagger Station in Advance of the Workspace

Speed (mph)	MUTC Based Buffer Length (ft)	Optional Skips Based Buffer Length (ft)	Number of Skips
20	115	120	3
25	155	160	4
30	200	200	5
35	250	280	7
40	305	320	8
45	360	360	9
50	425	440	11
55	495	520	13
60	570	600	15
65	645	680	17
70	730	760	19

Roll-ahead Distances

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

DISCLAIMER... The purpose of this document is to present guidelines for work zone traffic control. This covers the basic requirements set forth in Part VI of the Indiana Manual on Uniform Traffic Control Devices (MUTCD) as it pertains to Right-Of-Way Permit work. Any changes or additions of traffic control or protection can be requested per the INDOT District Permit Sections. This document MUST accompany the Right-Of-Way Permit Application. Created By INDOT, Work Zone Safety Section, June 2011.



CITY OF BLOOMINGTON

RIGHT-OF-WAY USE PERMIT APPLICATION

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

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

☐ ROW EXCAVATION ☒ ROW USE

ADDRESS OF ROW ACTIVITY: 2851 E. Longview

A. APPLICANT/AGENT INFORMATION: APPLICANT NAME: <u>Chris Junken</u> E-MAIL: <u>cjunken@shielsexton.com</u> COMPANY: <u>Shiel Sexton Co.</u> ADDRESS: <u>902 N. Capitol Ave.</u> CITY, STATE, ZIP: <u>Indianapolis, IN 46204</u> 24-HR EMERGENCY CONTACT NAME: <u>Dave Lawrence</u> 24-HR CONTACT PHONE #: <u>(317) 710-4835</u> INSURANCE #*: <u>Attached</u> COMPANY: <u>Shiel Sexton</u> BOND #*: <u>Submitted</u> COMPANY: <u>Shiel Sexton</u> <small>* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small> **SUBCONTRACTOR INFORMATION** (LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: <u>Reed & Sons Inc.</u>	D. TRAFFIC CONTROL DEVICES*: Per MOT Plan <input type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD <input type="checkbox"/> LIGHTED BARRELS <input checked="" type="checkbox"/> TYPE 3 BARRICADES <input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER <small>*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED. See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet</small>
B. WORK DESCRIPTION: <input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): <u>Full road closure for 3 weeks for underground storm install</u> <small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small>	E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <small>IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436</small>
C. RIGHT OF WAY TO BE USED/CLOSED: STREET NAME 1: <u>Pete Ellis</u> 1ST INTERSECTING STREET NAME: <u>Longview</u> 2ND INTERSECTING STREET NAME: _____ <input checked="" type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N <small>**NON-METERED</small> START DATE: <u>12/27/2021</u> END DATE: <u>1/9/2022</u> # OF DAYS*: <u>14</u> STREET NAME 2: _____ 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N <small>**NON-METERED</small> START DATE: _____ END DATE: _____ # OF DAYS*: _____ <small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small>	F. IS THIS A <input checked="" type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT? PROJECT NAME: <u>Bloomington Multi-Family</u> PROJECT #: <u>21126</u> PROJECT MGR.: <u>Chris Junken</u> PROJECT MGR. #: <u>(317) 557-2915</u> <small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY</small>
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> REQUESTED CLOSURE HOURS: <u>24 hours</u> AM - _____ PM <small>*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)</small>	G. EXCAVATIONS: SQ FT OF PAVEMENT* EXCAVATIONS: _____ <small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small> SQ FT OF NON-PAVEMENT* EXCAVATIONS: _____ <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: _____ <small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small> # OF POLE INSTALLATIONS/REMOVAL: _____ SQ FT OF SIDEWALK RECONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small> SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small> #RESIDENTIAL DRIVEWAY INSTALLATION: _____
<div style="display: flex; align-items: center;"> <div> <p>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. IT'S THE LAW.</p> </div> </div>	
H. INDEMNIFICATION AGREEMENT: <small>The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.</small> I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE. PRINT NAME: <u>Chris Junken</u> SIGNATURE: _____ DATE: <u>12/3/2021</u>	

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ ☐ BPW ☐ City Engineer ☐ Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



Board of Public Works Staff Report

Project/Event:	Request from Koppers Railroad Structures for a full street closure on N Adams St
Staff Representative:	Paul Kehrberg
Petitioner/Representative:	Nick Beneke, Koppers
Date:	December 7, 2021

Report: Koppers Railroad Structures is requesting a full street closure on N Adams St from W 7th St to W Fountain Dr. Koppers will be completing repair work on the railroad overpass. A detour route will be posted using W Kirkwood Ave, N Rogers St, and W 11th St. Pedestrians will be escorted through the work site in a safe manor. The street will be closed from December 13, 2021 to December 22, 2021.

Koppers has sent notifications to area residents informing them of the upcoming closure.

Nick Beneke
Senior Project Manager



Koppers Railroad Structures

4546 Tompkins Drive

Madison, WI 53716

Tel 678 427 5228

Fax 608 221 0618

BenekeNR@Koppers.com

www.koppers.com

November 18, 2021

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

Re: N. Adams St. Closure

Dear Board Members:

Koppers Railroad Structures (KRS) is planning an Indiana Rail Road bridge project over N. Adams St. In order to facilitate this project, KRS is requesting the temporary closure of N. Adams St. between Fountain Dr. and W. 7th St. as well as the closure of the sidewalk along the east side of N. Adams St. between Fountain Dr. and W. 7th St. KRS is requesting these closures from December 13, 2021 through December 22, 2021.

KRS will coordinate with the City of Bloomington and City of Bloomington Utilities, law enforcement, and transit providers to assure that this closure information is communicated. Therefore, KRS respectfully requests that the Board of Public Works approves the closure referenced above from December 13, 2021 through December 22, 2021.

Best regards,

Nick Beneke
Sr. Project Manager

Nick Beneke
Senior Project Manager



Koppers Railroad Structures

4546 Tompkins Drive

Madison, WI 53716

Tel 678 427 5228

Fax 608 221 0618

BenekeNR@Koppers.com

www.koppers.com

November 30, 2021

City of Bloomington
Nearby Residents of S. Adams St.
Bloomington, IN 47404

Re: N. Adams St. Closure

Dear Nearby Residents:

Koppers Railroad Structures (KRS) is planning an Indiana Rail Road bridge project over N. Adams St. in order to facilitate this project, KRS is requesting the temporary closure of N. Adams St. between Fountain Dr. and W. 7th St. as well as the closure of the sidewalk along the east side of N. Adams St. between Fountain Dr. and W. 7th St. KRS is requesting these closures from December 13, 2021 through December 22, 2021.

KRS will coordinate with the City of Bloomington and City of Bloomington Utilities, law enforcement, and transit providers to assure that this closure information is communicated. Also, There will Be a City of Bloomington Board of Public Works meeting via Zoom on Tuesday, December 7, 2021 to discuss.

Best regards,

Nick Beneke
Sr. Project Manager



CITY OF BLOOMINGTON

RIGHT-OF-WAY USE PERMIT APPLICATION

☐ ROW EXCAVATION ☐ ROW USE

ADDRESS OF ROW ACTIVITY: _____

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

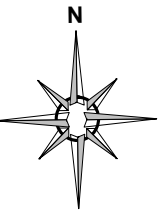
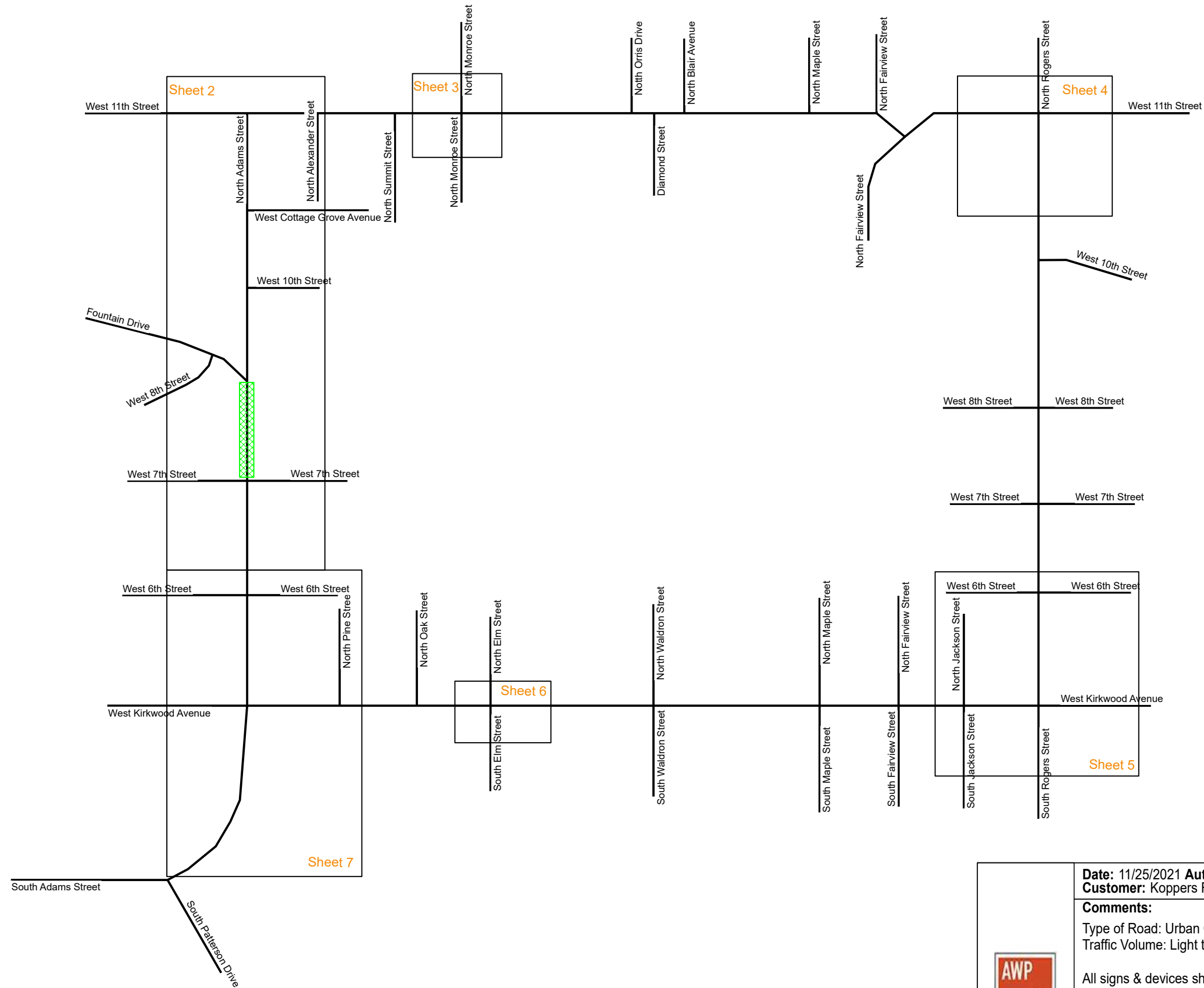
Phone: (812) 349-3913
Fax: (812) 349-3520
Email:
engineering@bloomington.in.gov

A. APPLICANT/AGENT INFORMATION: APPLICANT NAME: <u>Nick Beneke</u> E-MAIL: <u>BenekeNR@Koppers.com</u> COMPANY: <u>Koppers Railroad Structures Inc.</u> ADDRESS: <u>4546 Tompkins Drive</u> CITY, STATE, ZIP: <u>Madison, WI 53716</u> 24-HR EMERGENCY CONTACT NAME: <u>Nick Beneke</u> 24-HR CONTACT PHONE #: <u>678-427-5228</u> INSURANCE #: <u>CLE-006807249-01</u> COMPANY: <u>Marsh USA</u> BOND#: <u>PB081430-0038</u> COMPANY: <u>Marsh USA</u> <small>* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small> **SUBCONTRACTOR INFORMATION** <small>(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)</small> COMPANY NAME: <u>Koppers Railroad Structures Inc.</u>	D. TRAFFIC CONTROL DEVICES*: <input checked="" type="checkbox"/> CONES <input checked="" type="checkbox"/> ARROWBOARD <input type="checkbox"/> LIGHTED BARRELS <input checked="" type="checkbox"/> TYPE 3 BARRICADES <input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER <small>*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED. See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet</small>
B. WORK DESCRIPTION: <input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): <u>Restore bottom of span from being struck.</u> <small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small>	E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <small>IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/ moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436</small>
C. RIGHT OF WAY TO BE USED/CLOSED: STREET NAME 1: <u>North Adams Street</u> 1ST INTERSECTING STREET NAME: <u>West 7th Street</u> 2ND INTERSECTING STREET NAME: <u>Fountain Drive</u> <input checked="" type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input checked="" type="checkbox"/> N **NON-METERED START DATE: <u>12/13/21</u> END DATE: <u>12/17/21</u> # OF DAYS*: <u>5X</u> STREET NAME 2: _____ 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED START DATE: _____ END DATE: _____ # OF DAYS*: _____ <small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small>	F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT? PROJECT NAME: <u>Indiana Rail Road Bridge Repair</u> PROJECT #: <u>R5304</u> PROJECT MGR.: <u>Nick Beneke</u> PROJECT MGR. #: <u>678-427-5228</u> <small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY</small>
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/> REQUESTED CLOSURE HOURS: <u>7:00</u> AM - <u>5:00</u> PM <small>*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)</small>	G. EXCAVATIONS: SQ FT OF PAVEMENT* EXCAVATIONS: <u>N/A</u> <small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small> SQ FT OF NON-PAVEMENT* EXCAVATIONS: <u>N/A</u> <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: <u>N/A</u> <small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small> # OF POLE INSTALLATIONS/REMOVAL: <u>N/A</u> SQ FT OF SIDEWALK RECONSTRUCTION*: <u>N/A</u> <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small> SQ FT OF SIDEWALK NEW CONSTRUCTION*: <u>N/A</u> <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small> #RESIDENTIAL DRIVEWAY INSTALLATION: <u>N/A</u>
<div style="display: flex; align-items: center;"> <div> TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW. </div> </div>	
H. INDEMNIFICATION AGREEMENT: <small>The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.</small> I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE. PRINT NAME: <u>Nick Beneke</u> SIGNATURE: <u>Nick Beneke</u> DATE: <u>11/17/2021</u>	

For Administration Use Only (applicable to CLOSURE approval)


Approved By: _____ ☐ BPW ☐ City Engineer ☐ Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



Legend

 Work Area



Date: 11/25/2021 **Author:** M. Swathi **Project:** N Adams Street Detour – Bloomington, IN
Customer: Koppers Railroad Structures **Quote#:** 138760 **Reviewer:** T. Garver

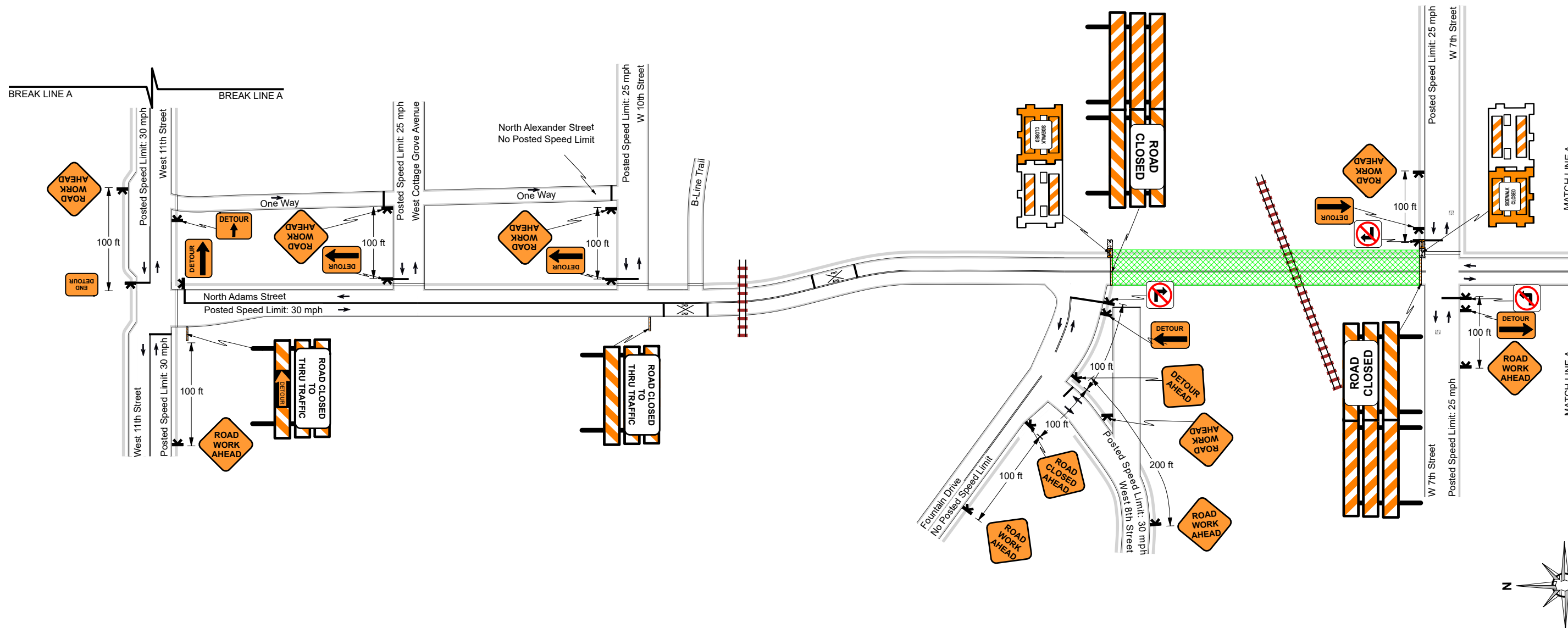
Comments:
Type of Road: Urban Collector
Traffic Volume: Light to Moderate

All signs & devices shall be placed in accordance with the latest provisions of the Indiana Manual on Uniform Traffic Control Devices (IMUTCD) with respect to any applicable provisions from the city of Bloomington.

Access to residential and commercial driveways to be maintained at all times.

PLANS ARE NOT TO SCALE

Sheet 1 of 7



Notes:
- Flaggers shall be present to assist pedestrians during construction.
- Sign spacing may be adjusted to fit field conditions.

Legend	
	ADA Pedestrian Barricade
	Portable Sign Stand
	Type III Barricade
	Work Area



Date: 11/25/2021 **Author:** M. Swathi **Project:** N Adams Street Detour – Bloomington, IN
Customer: Koppers Railroad Structures **Quote#:** 138760 **Reviewer:** T. Garver

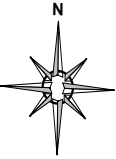
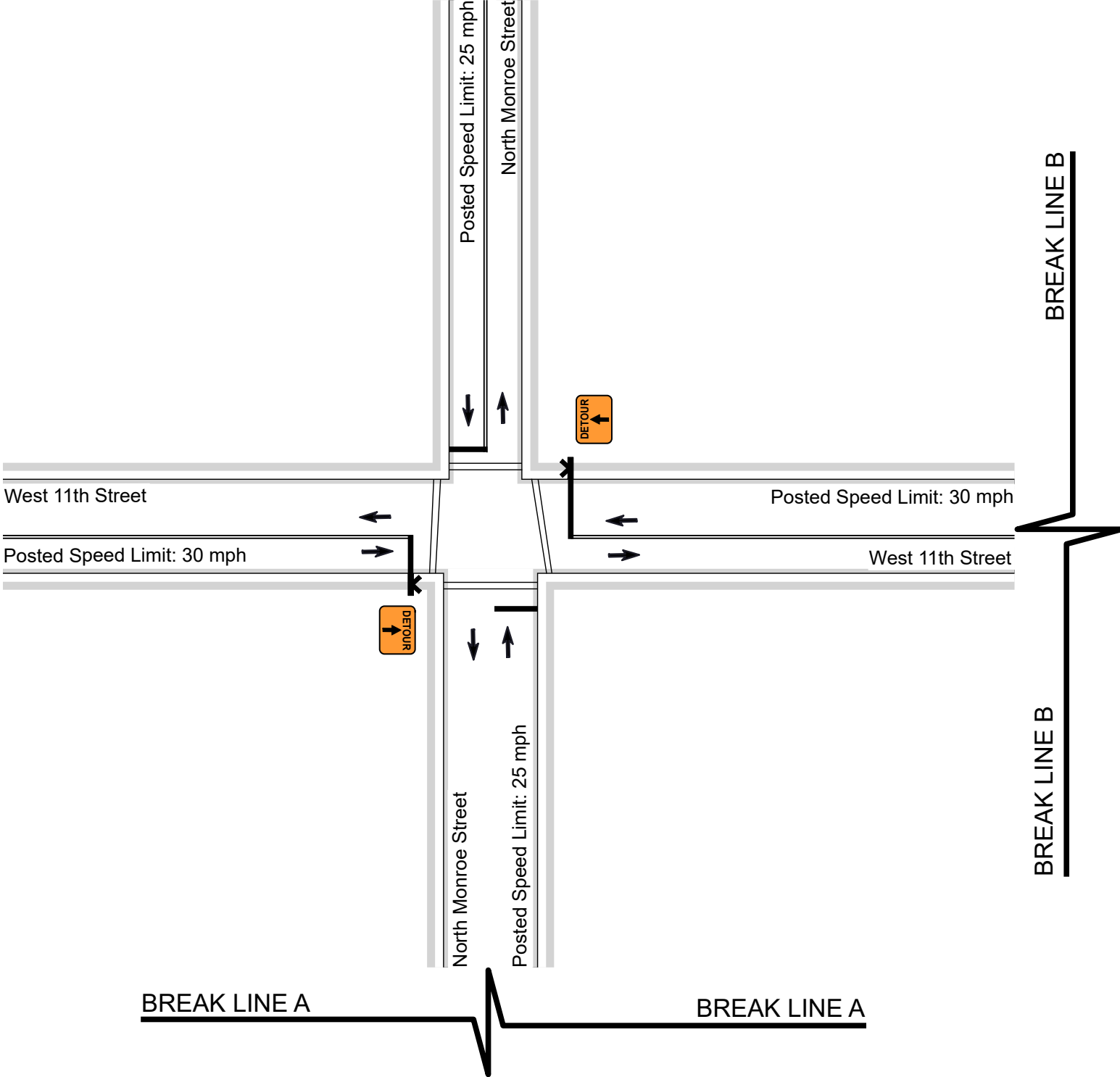
Comments:
Type of Road: Urban Collector
Traffic Volume: Light to Moderate

All signs & devices shall be placed in accordance with the latest provisions of the Indiana Manual on Uniform Traffic Control Devices (IMUTCD) with respect to any applicable provisions from the city of Bloomington.

Access to residential and commercial driveways to be maintained at all times.

PLANS ARE NOT TO SCALE

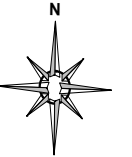
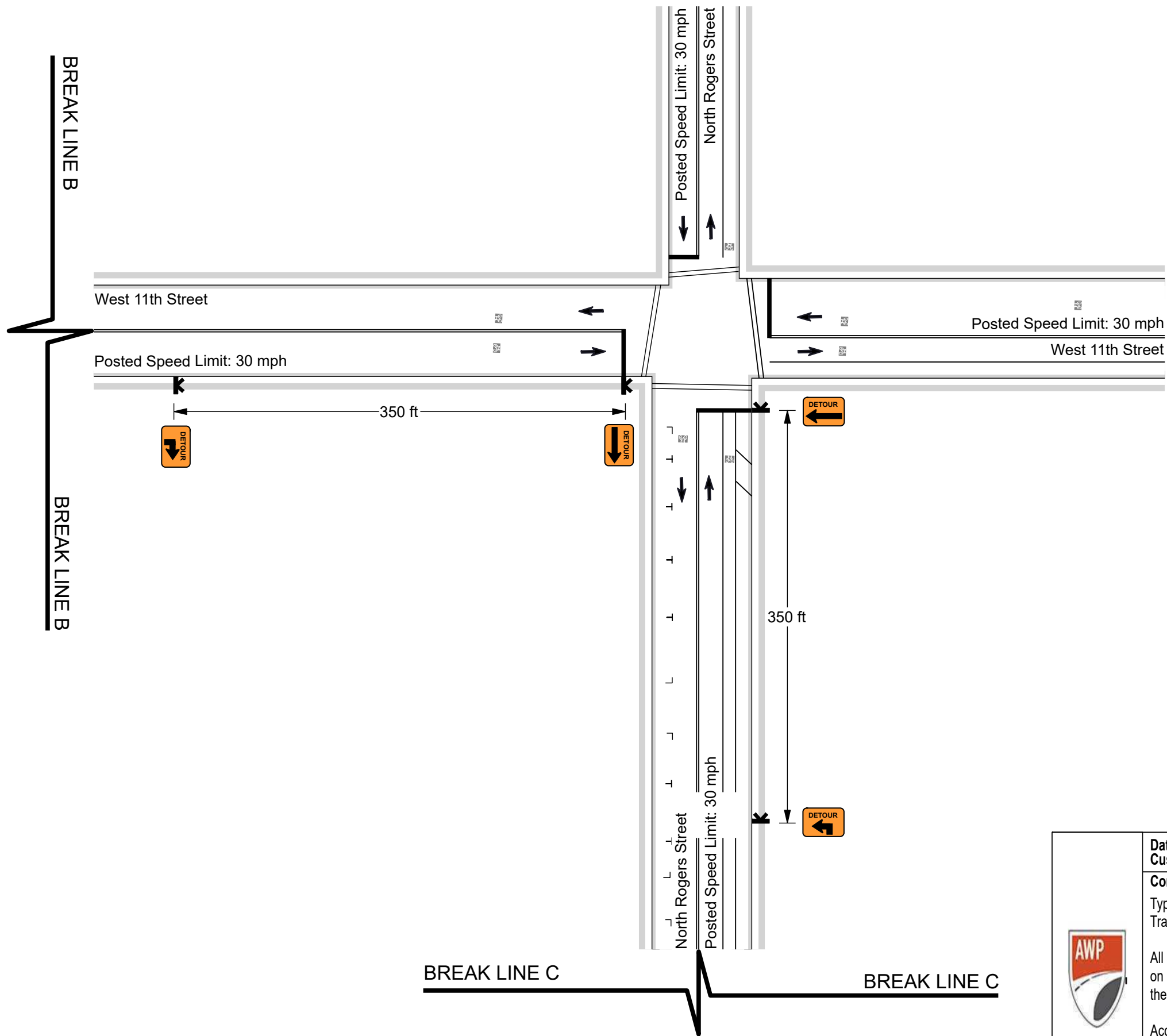
Sheet 2 of 7



Legend	
	Portable Sign Stand



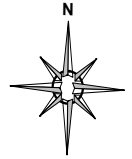
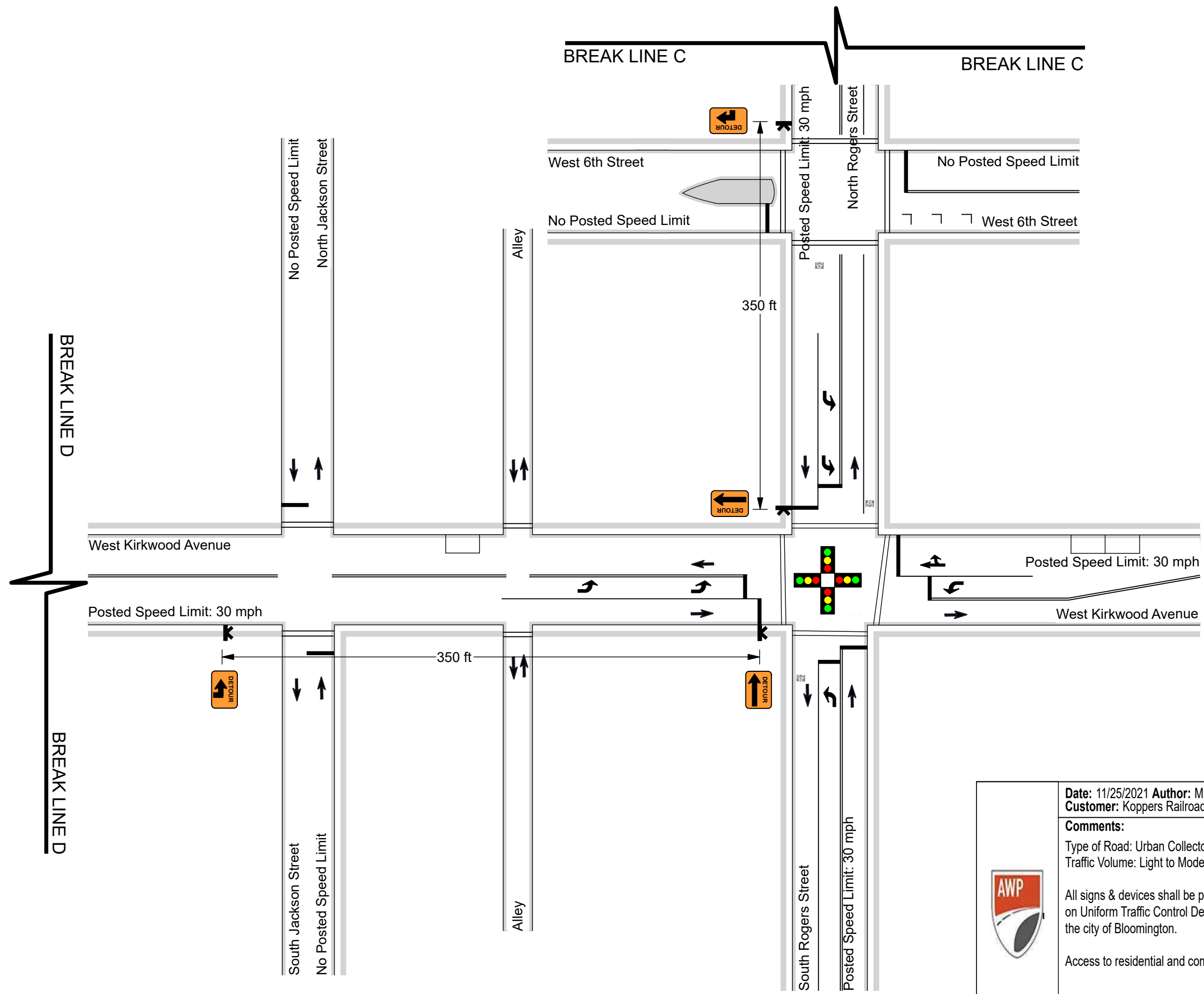
Date: 11/25/2021 Author: M. Swathi Project: N Adams Street Detour – Bloomington, IN Customer: Koppers Railroad Structures Quote#: 138760 Reviewer: T. Garver	
Comments: Type of Road: Urban Collector Traffic Volume: Light to Moderate All signs & devices shall be placed in accordance with the latest provisions of the Indiana Manual on Uniform Traffic Control Devices (IMUTCD) with respect to any applicable provisions from the city of Bloomington. Access to residential and commercial driveways to be maintained at all times.	
PLANS ARE NOT TO SCALE	Sheet 3 of 7



Legend
Portable Sign Stand



Date: 11/25/2021 Author: M. Swathi Project: N Adams Street Detour – Bloomington, IN Customer: Koppers Railroad Structures Quote#: 138760 Reviewer: T. Garver	
Comments: Type of Road: Urban Collector Traffic Volume: Light to Moderate All signs & devices shall be placed in accordance with the latest provisions of the Indiana Manual on Uniform Traffic Control Devices (IMUTCD) with respect to any applicable provisions from the city of Bloomington. Access to residential and commercial driveways to be maintained at all times.	
PLANS ARE NOT TO SCALE	Sheet 4 of 7



Legend
 Portable Sign Stand



Date: 11/25/2021 **Author:** M. Swathi **Project:** N Adams Street Detour – Bloomington, IN
Customer: Koppers Railroad Structures **Quote#:** 138760 **Reviewer:** T. Garver

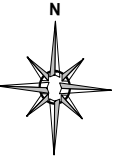
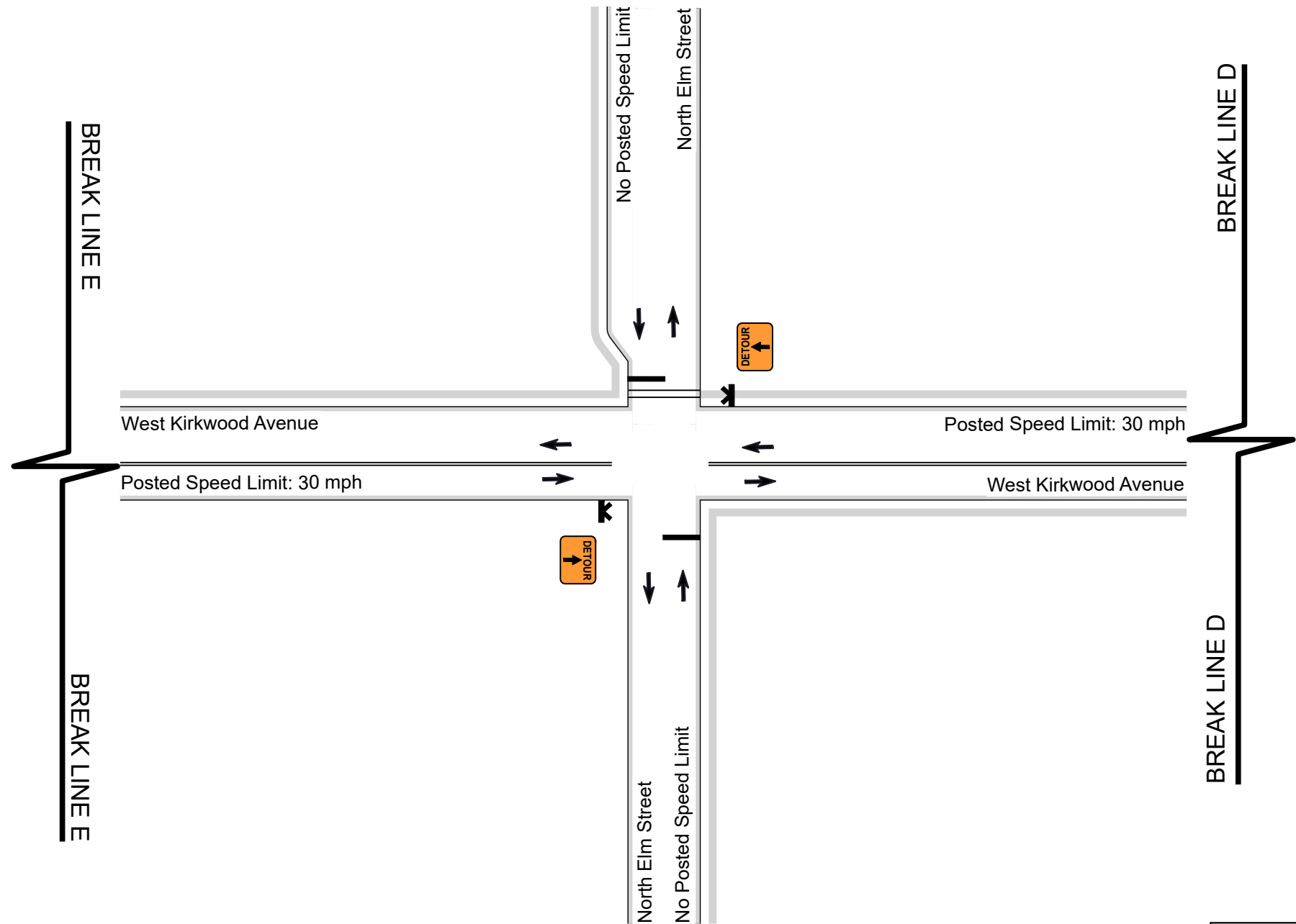
Comments:
Type of Road: Urban Collector
Traffic Volume: Light to Moderate

All signs & devices shall be placed in accordance with the latest provisions of the Indiana Manual on Uniform Traffic Control Devices (IMUTCD) with respect to any applicable provisions from the city of Bloomington.

Access to residential and commercial driveways to be maintained at all times.

PLANS ARE NOT TO SCALE

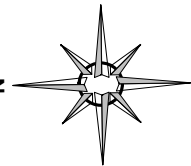
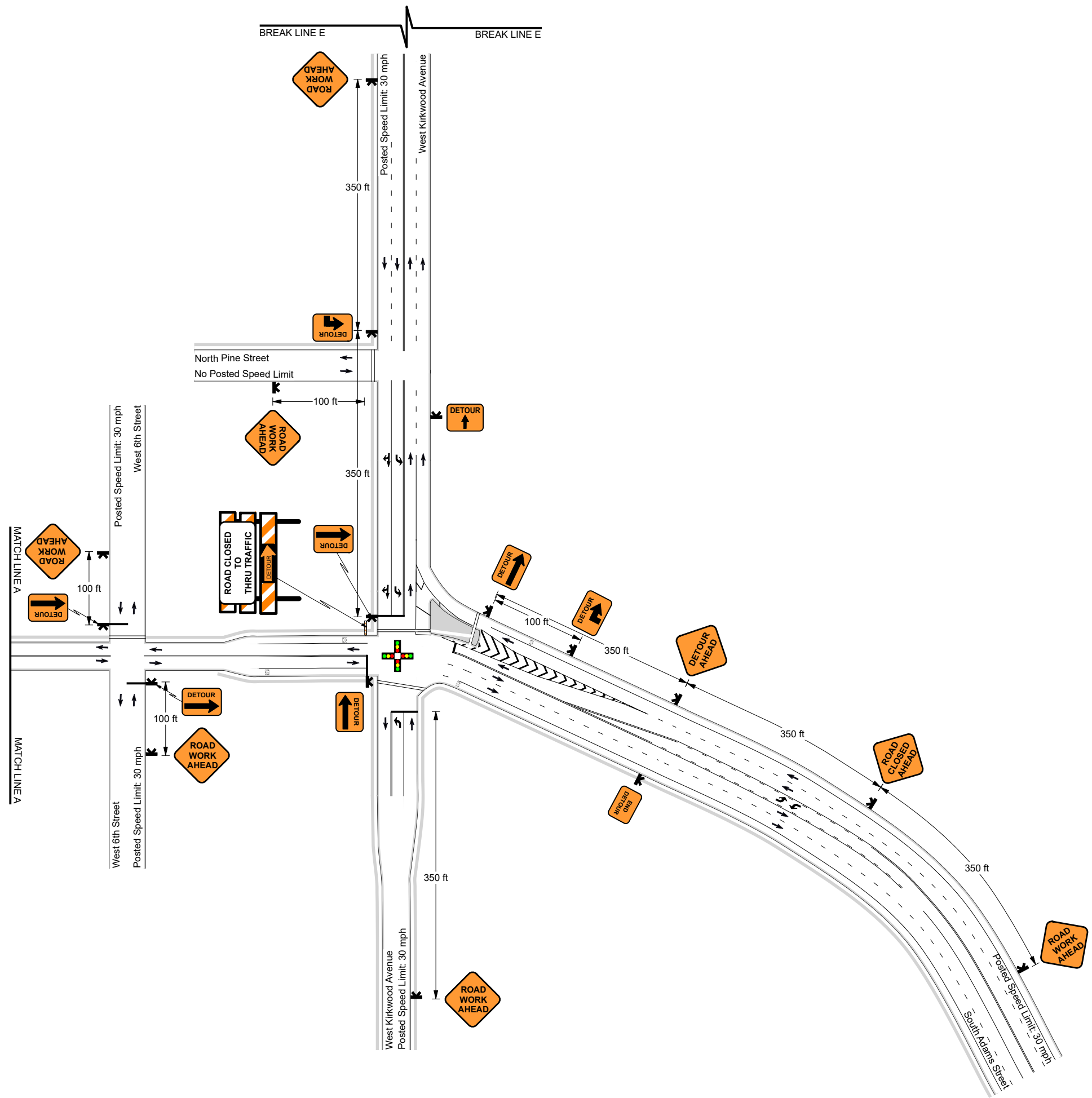
Sheet 5 of 7



Legend	
	Portable Sign Stand



Date: 11/25/2021 Author: M. Swathi Project: N Adams Street Detour – Bloomington, IN Customer: Koppers Railroad Structures Quote#: 138760 Reviewer: T. Garver	
Comments: Type of Road: Urban Collector Traffic Volume: Light to Moderate All signs & devices shall be placed in accordance with the latest provisions of the Indiana Manual on Uniform Traffic Control Devices (IMUTCD) with respect to any applicable provisions from the city of Bloomington. Access to residential and commercial driveways to be maintained at all times.	
PLANS ARE NOT TO SCALE	Sheet 6 of 7



Legend	
	Portable Sign Stand
	Type III Barricade

	Date: 11/25/2021 Author: M. Swathi Project: N Adams Street Detour – Bloomington, IN Customer: Koppers Railroad Structures Quote#: 138760 Reviewer: T. Garver
	Comments: Type of Road: Urban Collector Traffic Volume: Light to Moderate
	All signs & devices shall be placed in accordance with the latest provisions of the Indiana Manual on Uniform Traffic Control Devices (IMUTCD) with respect to any applicable provisions from the city of Bloomington.
	Access to residential and commercial driveways to be maintained at all times.
PLANS ARE NOT TO SCALE	
Sheet 7 of 7	



Board of Public Works Staff Report

Project/Event: Request from Duke Energy, Inc. for Lane Closures
Staff Representative: Paul Kehrberg
Petitioner/Representative: Nicole Halbert – Duke Energy, Inc.
Date: December 7, 2021

Report: Duke Energy, Inc. is requesting moving lane closures along E Moores Pike from just west of S College Mall Rd to S Smith Rd. There will also be lane closures on S Smith Rd just north and south of E Moores Pike. Duke Energy will be replacing equipment and poles along this corridor. Flaggers will be in place for all of the lane closures. They will also need to close the sidewalks along the south side of E Moores Pike from S Winfield Rd to S Smith Rd. The sidewalk closures will be necessary since they will be doing work over the sidewalks. These closures will be in place along the corridor from February 7, 2022 to March 4, 2022.



December 2, 2021

Via Electronic Delivery

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

Re: E Moore's Pike and S Smith Rd Requested Lane Restrictions

Dear Board Members:

Duke Energy is planning a Grid Strengthening Project in the vicinity of E Moore's Pike Rd and S Smith Rd. In order to facilitate this project, Duke Energy is respectfully requesting the temporary closure of the eastbound lane of E Moore's Pike between Winfield Rd and S Smith Rd as well as the temporary closure of the northbound lane of S Smith Rd between Larry Wayne Dr and S Stella Dr. The sidewalks along the eastbound lane of E Moore's Pike between Winfield Rd and S Smith Rd as well as the northbound lane of S Smith Rd between Larry Wayne Dr and S Stella Dr will also experience a temporary closure. The work will be done in accordance with the attached Management of Traffic Plan. Duke Energy is requesting these closures from February 7th, 2022 – March 4th, 2022.

Duke Energy will coordinate with the City of Bloomington and City of Bloomington Utilities, law enforcement, and transit providers, including affected school corporations, to assure that this restriction and closure information is well communicated. Therefore, Duke Energy requests that the Board of Public Works approves the restrictions closure referenced above from February 7th, 2022 – March 4th, 2022.

Kind Regards,

Janet Baxter
Project Manager
Duke Energy



CITY OF BLOOMINGTON


RIGHT-OF-WAY USE PERMIT APPLICATION

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

Phone: (812) 349-3423
Fax: (812) 349-3520
Email: planning@bloomington.in.gov

☐ ROW EXCAVATION ☒ ROW USE

ADDRESS OF ROW ACTIVITY: E Moores Pike & Smith Rd Bloomington, IN 47401

A. APPLICANT/AGENT INFORMATION: APPLICANT NAME: <u>Nicole Halbert</u> E-MAIL: <u>nicole.halbert@duke-energy.com</u> COMPANY: <u>Duke Energy</u> ADDRESS: <u>1000 E Main St Plainfield IN 46168</u> CITY, STATE, ZIP: _____ 24-HR EMERGENCY CONTACT NAME: _____ 24-HR CONTACT PHONE #: _____ INSURANCE #*: <u>105534117</u> COMPANY: <u>Travelers Casualty & Surety</u> BOND #*: <u>105534117</u> COMPANY: <u>Travelers Casualty & Surety</u> <small>* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small>	D. TRAFFIC CONTROL DEVICES*: <input type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD <input type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES <input checked="" type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER <small>*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED. See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet</small>
SUBCONTRACTOR INFORMATION (LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: _____	E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input type="checkbox"/> N IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/ moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436
B. WORK DESCRIPTION: <input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): <u>Replace Poles & Equipment Upgrade -Work Order 37650018</u> <small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small>	F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT? PROJECT NAME: _____ PROJECT #: _____ PROJECT MGR.: _____ PROJECT MGR. #: _____ <small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY</small>
C. RIGHT OF WAY TO BE USED/CLOSED: STREET NAME 1: <u>Along E Moores Pike and Along Smith Road</u> 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED START DATE: _____ END DATE: _____ # OF DAYS*: _____ STREET NAME 2: _____ 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED START DATE: _____ END DATE: _____ # OF DAYS*: <u>1-2 Days</u> <small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small>	G. EXCAVATIONS: SQ FT OF PAVEMENT* EXCAVATIONS : <u>57'</u> <small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small> SQ FT OF NON-PAVEMENT* EXCAVATIONS: <u>1,993'</u> <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: <u>15'</u> <small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small> # OF POLE INSTALLATIONS/REMOVAL: _____ SQ FT OF SIDEWALK RECONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small> SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small> #RESIDENTIAL DRIVEWAY INSTALLATION: _____
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/> REQUESTED CLOSURE HOURS: <u>08:00</u> AM - <u>05:00</u> PM <small>*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)</small>	<div style="display: flex; align-items: center;">  <div> TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. IT'S THE LAW. </div> </div> H. INDEMNIFICATION AGREEMENT: The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant. I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE. PRINT NAME: <u>Nicole Halbert</u> SIGNATURE: <u>Nicole Halbert</u> DATE: <u>11.10.2021</u>

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ ☐ BPW ☐ City Engineer ☐ Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____

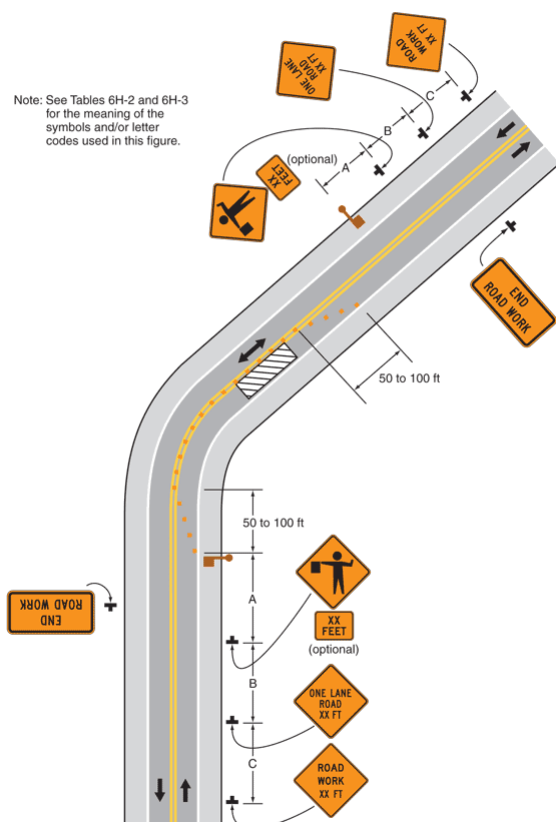
Manual on Uniform Traffic
Control Devices (MUTCD)

Knowledge

[Back to Chapter 6H](#)

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

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



Typical Application 10

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

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

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

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

Beyond the curve, the work space is shown in the right lane, represented by a vertical rectangular black and white diagonally striped box. The channelizing devices are shown continuing along the solid double yellow line to a point one device beyond the work space and then tapering back to the right shoulder for a dimensioned distance of 50 to 100 ft. Beyond the work space and roadway curve in the left lane, another End Road Work sign is shown.

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

[Back to Chapter 6H](#)

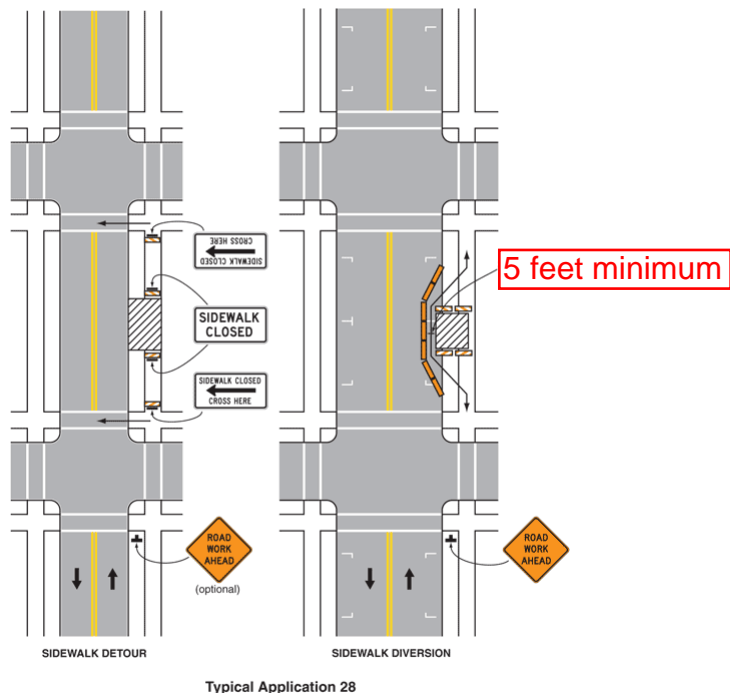
Manual on Uniform Traffic
Control Devices (MUTCD)

Knowledge

[Back to Chapter 6H](#)

2009 Edition Part 6 Figure 6H-28. Sidewalk Detour or Diversion (TA-28)

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-28. Sidewalk Detour or Diversion (TA-28)

This figure illustrates two examples of a sidewalk detour or diversion. A legend under the figure states that this is Typical Application 28. A note states "See [Tables 6H-2](#) and [6H-3](#) for the meaning of the symbols and/or letter codes used in this figure."

This figure shows two examples of a vertical roadway with one lane of traffic in each direction intersecting two horizontal roadways. Black arrows on the vertical roadway indicate that traffic is one lane in each direction. The opposing lanes on the vertical roadway are shown separated by a solid double yellow line. Vertical and horizontal sidewalks identified by thick solid white lines bordered by narrow black lines are shown on both sides of the vertical and horizontal roadways. Crosswalks, shown by parallel narrow solid white lines, are shown crossing all the roadways at all the intersections in this figure.

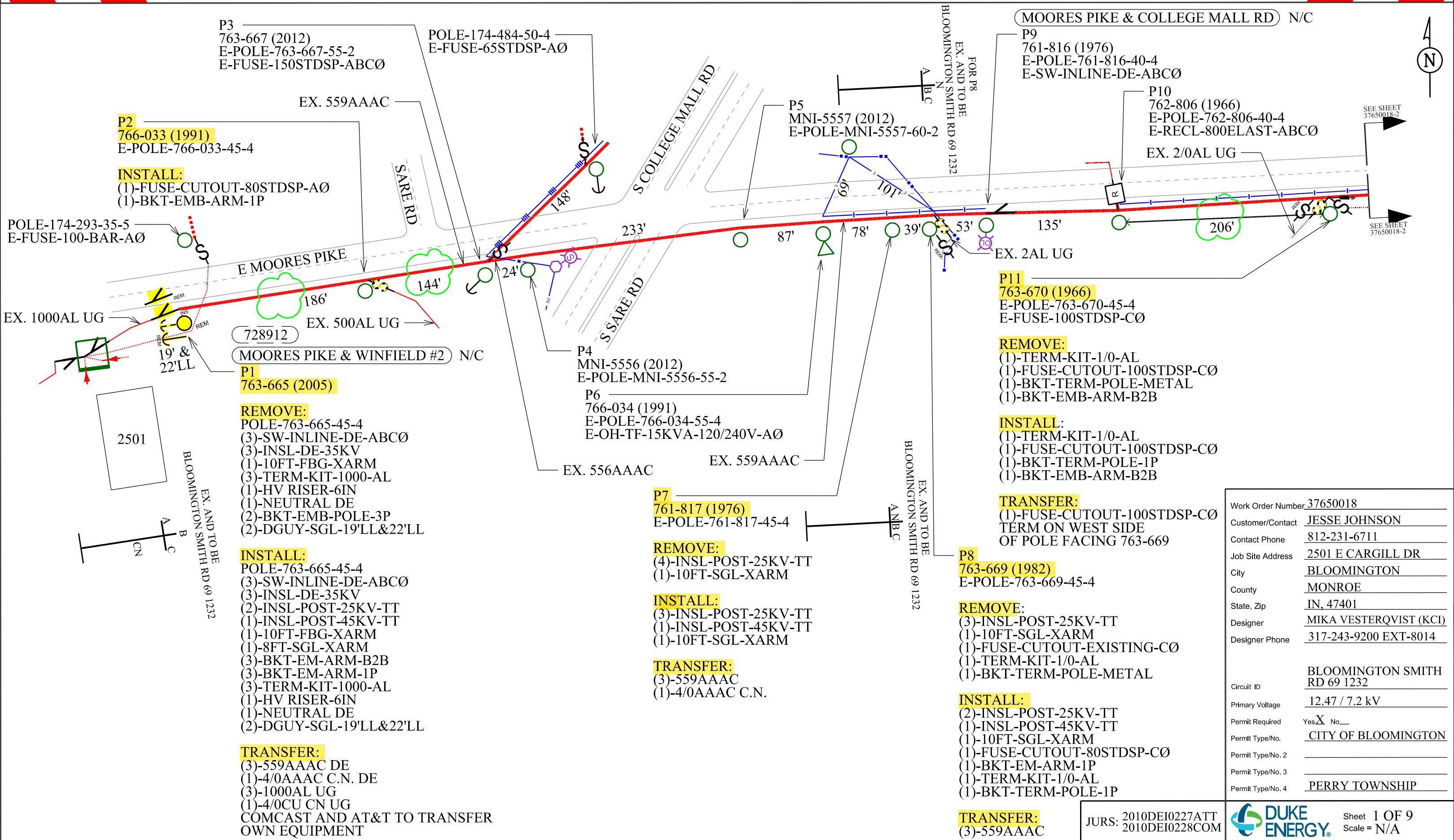
The first example, on the left side of the page, is identified at the bottom of the figure as SIDEWALK DETOUR. At the bottom of the figure to the right of the right lane and south of the lower horizontal roadway and sidewalk, a black inverted "T" is shown denoting a sign. The sign is shown as a diamond-shaped orange sign with a black border and the words "ROAD WORK AHEAD" in black labeled optional facing northbound traffic. It is shown between the right edge of the northbound travel lane and the adjacent sidewalk. On the sidewalk to the right of the vertical roadway and on the north side of the lower horizontal roadway, an orange and white diagonally striped Type III barricade is shown across the sidewalk with a horizontal rectangular white sign with a black border in front of it. The sign shows the words "SIDEWALK CLOSED" in black above a left-pointing black arrow above the words "CROSS HERE" and is shown facing northbound traffic. A left-pointing arrow on the sidewalk shows the direction of pedestrian travel around the work space. Beyond this barricade, another Type III barricade is shown across the sidewalk with a horizontal rectangular white sign with a black border in front of it facing northbound traffic with the words "SIDEWALK CLOSED" in black. This barricade is shown directly in front of a vertical rectangle with diagonal black and white stripes, denoting a work space, that is shown extending from the right edge of the sidewalk to the right edge of the vertical roadway. On the north side of the work space, another Type III barricade is shown with a Sidewalk Closed sign in front of it facing southbound traffic. Beyond this barricade, another Type III barricade is shown with a Sidewalk Closed Cross Here sign on it with an arrow pointing to the right and facing southbound traffic. A right-pointing arrow on the sidewalk shows the direction of pedestrian travel.

The second example, on the right side of the page, is identified at the bottom of the figure as SIDEWALK DIVERSION. At the bottom of the figure to the right of the right lane and south of the lower horizontal roadway, a Road Work Ahead sign is shown facing northbound traffic. It is shown between the right edge of the northbound travel lane and the adjacent sidewalk. On the sidewalk to the right of the vertical roadway and on the north side of the lower horizontal roadway, two side-by-side orange and white diagonally striped Type III barricades are shown across the sidewalk and extending slightly into the vertical travel lane. These barricades are shown directly in front of a square with diagonal black and white stripes, denoting a work space, that is shown extending from about half way across the sidewalk to the left and slightly onto the northbound travel lane. This section of the vertical roadway shows white horizontal and vertical markings on the outsides of both travel lanes, denoting marked parking spaces. The lines at the ends of the parking spaces are shown as L-shaped and in between as T-shaped. The work space is shown extending into the parking spaces on the right side of the northbound travel lane. A series of Type III barricades is shown beginning at the edge of the northbound travel lane just north of the sidewalk on the north side of the lower horizontal roadway. They are shown angling to the left into the roadway on the left side of the work space, then running vertically next to the work space, and then angling back to the right edge of the travel lane to the south of the south sidewalk at the upper horizontal roadway. These barricades are shown at a dimensioned distance of 36 inches MIN. from the left side of the work space. A narrow black line with arrowheads is shown at each end running along the travel path defined by the work space and the adjacent Type III barricades.

[Back to Chapter 6H](#)



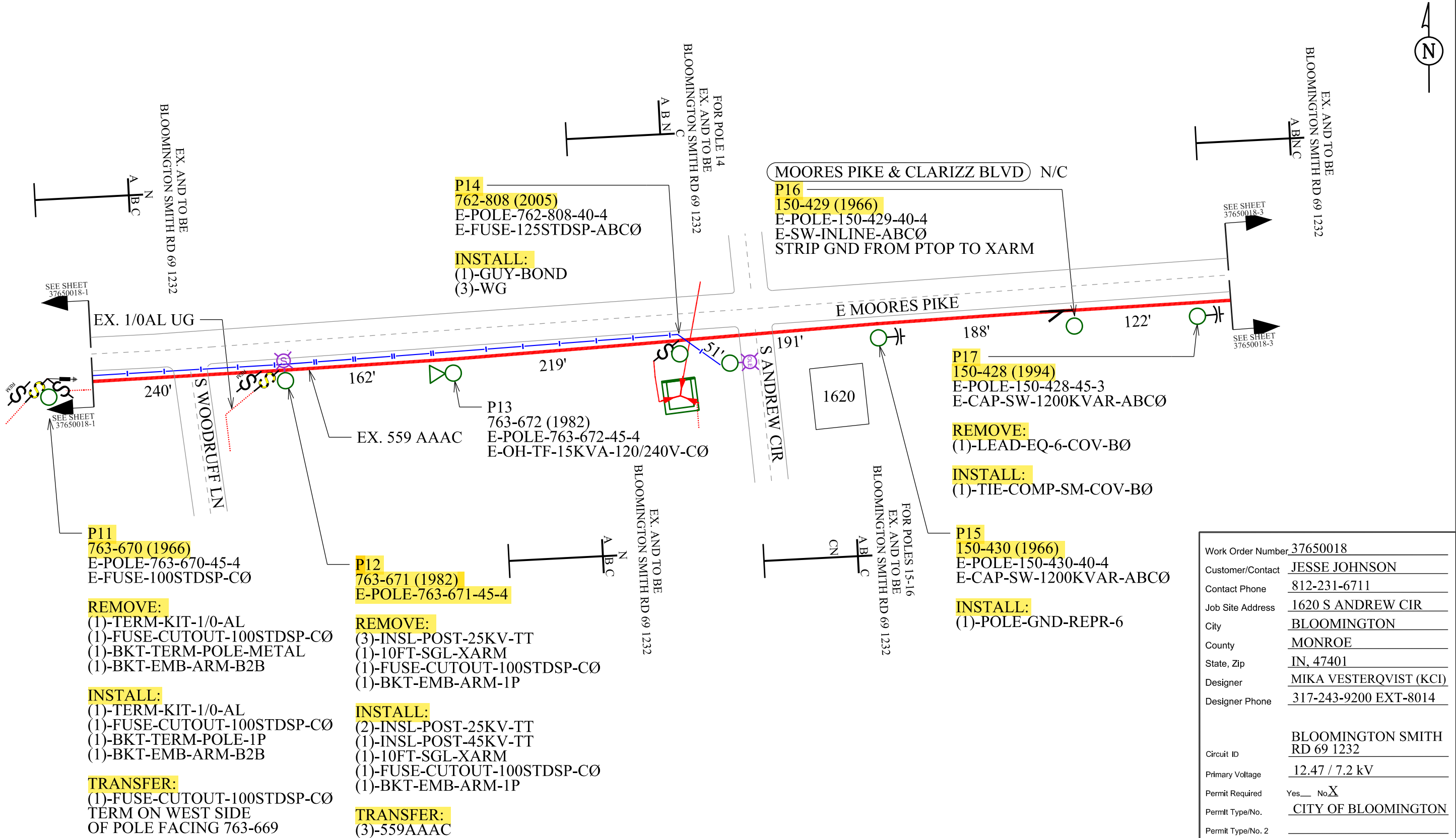
REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



Work Order Number	37650018
Customer/Contact	JESSE JOHNSON
Contact Phone	812-231-6711
Job Site Address	2501 E CARGILL DR
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47401
Designer	MIKA VESTERQVIST (KCI)
Designer Phone	317-243-9200 EXT-8014
Circuit ID	BLOOMINGTON SMITH RD 69 1232
Primary Voltage	12.47 / 7.2 kV
Permit Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Permit Type/No.	CITY OF BLOOMINGTON
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	PERRY TOWNSHIP



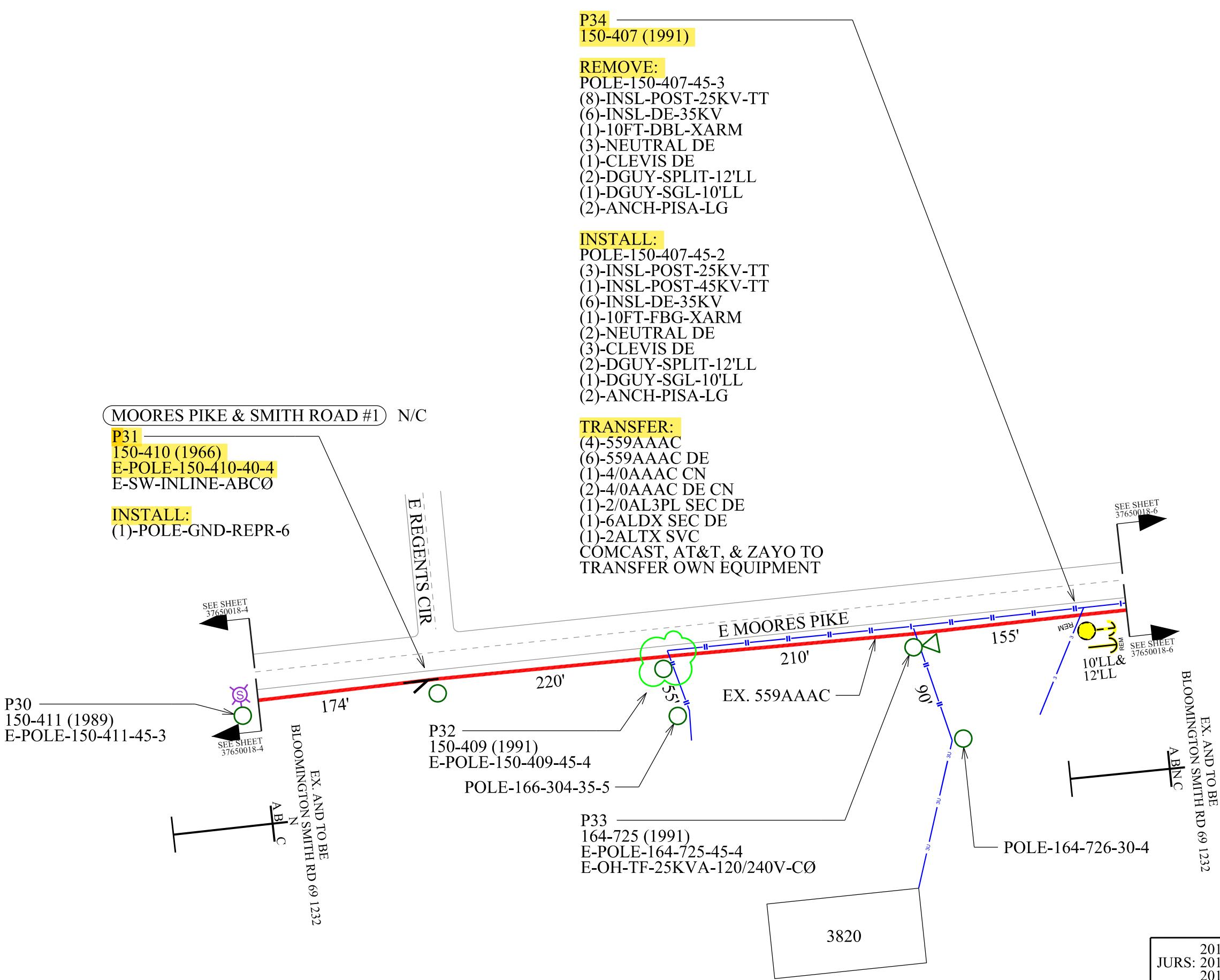
REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



Work Order Number	37650018
Customer/Contact	JESSE JOHNSON
Contact Phone	812-231-6711
Job Site Address	1620 S ANDREW CIR
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47401
Designer	MIKA VESTERQVIST (KCI)
Designer Phone	317-243-9200 EXT-8014
Circuit ID	BLOOMINGTON SMITH RD 69 1232
Primary Voltage	12.47 / 7.2 kV
Permit Required	Yes___ No X
Permit Type/No.	CITY OF BLOOMINGTON
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	PERRY TOWNSHIP



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



Work Order Number	37650018
Customer/Contact	JESSE JOHNSON
Contact Phone	812-231-6711
Job Site Address	3820 E MOORES PIKE
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47401
Designer	MIKA VESTERQVIST (KCI)
Designer Phone	317-243-9200 EXT-8014
Circuit ID	BLOOMINGTON SMITH RD 69 1232
Primary Voltage	12.47 / 7.2 kV
Permit Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Permit Type/No.	CITY OF BLOOMINGTON
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	PERRY TOWNSHIP

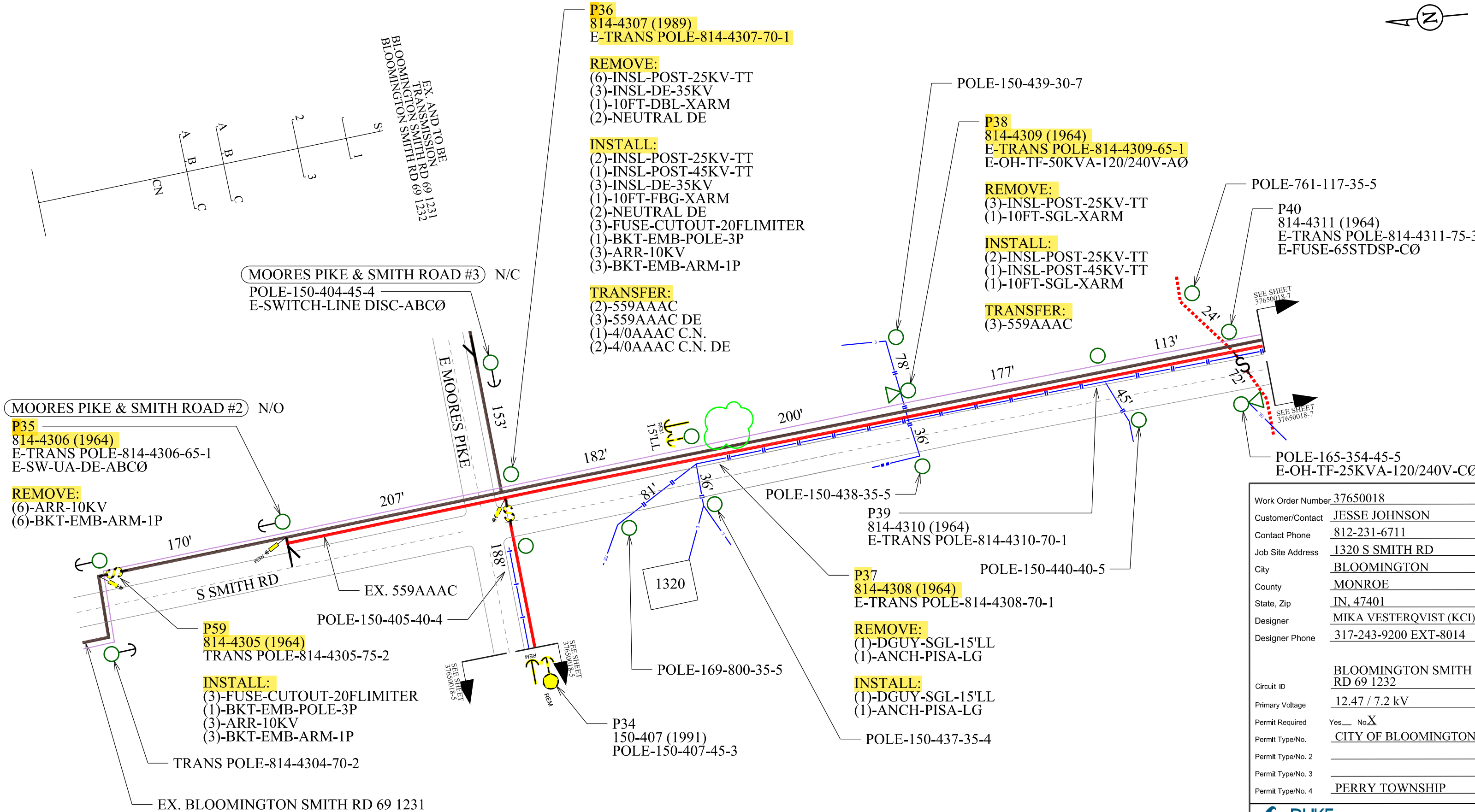
2010DEI0227ATT
JURS: 2010DEI0228COM
2010DEI0229ZAO

DUKE ENERGY

Sheet 5 OF 9
Scale = N/A



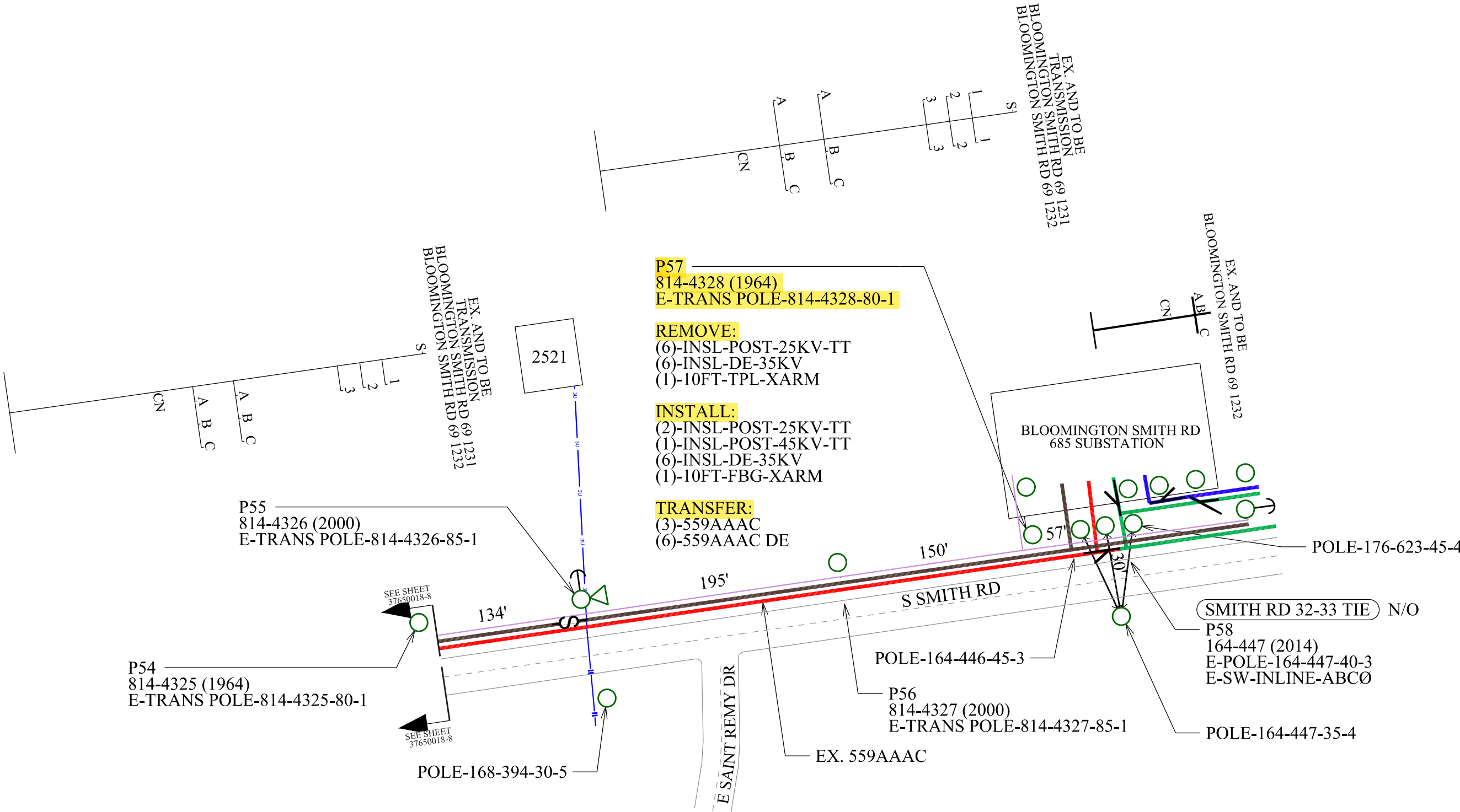
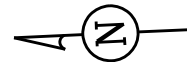
REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



Work Order Number	37650018
Customer/Contact	JESSE JOHNSON
Contact Phone	812-231-6711
Job Site Address	1320 S SMITH RD
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47401
Designer	MIKA VESTERQVIST (KCI)
Designer Phone	317-243-9200 EXT-8014
Circuit ID	BLOOMINGTON SMITH RD 69 1232
Primary Voltage	12.47 / 7.2 kV
Permit Required	Yes___ No X
Permit Type/No.	CITY OF BLOOMINGTON
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	PERRY TOWNSHIP



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



Work Order Number	37650018
Customer/Contact	JESSE JOHNSON
Contact Phone	812-231-6711
Job Site Address	2521 S SMITH RD
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47401
Designer	MIKA VESTERQVIST (KCI)
Designer Phone	317-243-9200 EXT-8014
Circuit ID	BLOOMINGTON SMITH RD 69 1232
Primary Voltage	12.47 / 7.2 kV
Permit Required	Yes___ No X
Permit Type/No.	CITY OF BLOOMINGTON
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	PERRY TOWNSHIP



Board of Public Works Staff Report

Project/Event:	Request from Ignition Arts, LLC for a lane closure on S Walnut St
Staff Representative:	Paul Kehrberg
Petitioner/Representative:	Michael Hoefle, Ignition Arts
Date:	December 7, 2021

Report: Ignition Arts, LLC is currently installing the artwork on the City's 4th Street Parking Garage. We previously approved some of the lane and sidewalk closures at a staff level, but they require a more significant closure on S Walnut St. They are requesting a lane closure on S Walnut St from E 3rd St to E 4th St. This will be a single lane closure in the left lane. Two through lanes will remain. The lane closure will be in place December 8, 2021 to December 21, 2021.

They are also requesting a closure with detour of the adjacent sidewalk. For the same time period. They will be work on, next to, and over the sidewalk, and there is a safety concern for pedestrians if they were to use the sidewalk. A walk around is not feasible due to delivery trucks and the lane closure.



IGNITION ARTS

Innovative Fabrication for Arts and Industry

December 7, 2021

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

Re: Walnut Street Requested Lane Closure

Dear Board Members:

Ignition Arts (IA) is in the process of installing the “Urban Fabric” artwork on the 4th Street parking garage. In order to facilitate the project IA is respectfully requesting the temporary closure of the west lane of Walnut Street, between 3rd Street and 4th Street, as well as the sidewalk along the west side of Walnut Street between 3rd Street and 4th Street. In accordance with the attached Management of Traffic Plan, IA is requesting these closures from December 8th, 2021 through December 21st.

Sincerely,
Michael Hoefle
Production Manager
Ignition Arts

Mail:
5868 E 71st Street
Suite 220
Indianapolis, IN 46220

Shop:
3171 Kirkbride Way
Indianapolis, IN 46222

Phone: 317-502-5774

4TH ST

8' BARRACADES FOR SIDE WALK AND STREET



4th St
Parking
Garage



36" DELINEATORS FOR
STREET SIDE

8' BARRACADES FOR SIDE WALK AND STREET



WORK AREA

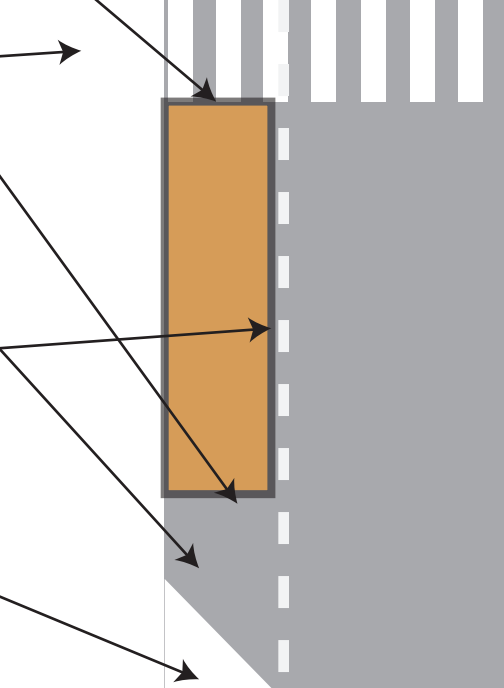
WALNUT STREET

3RD ST



36" DELINEATORS FOR
STREET SIDE





4TH ST

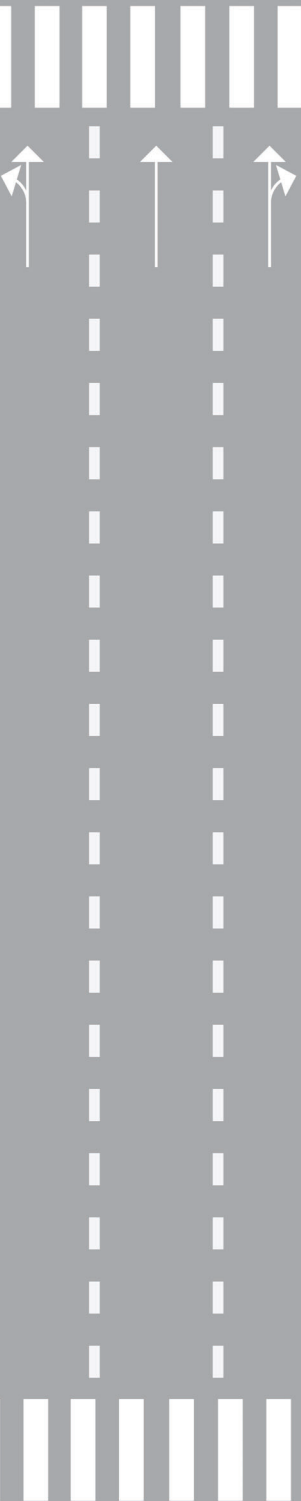
PARKING LANE



4th St
Parking
Garage



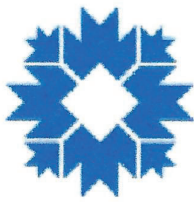
36" DELINEATORS FOR
STREET SIDE



3RD ST



8' PARADE BARRICADES
FOR SIDE WALK



CITY OF BLOOMINGTON

RIGHT-OF-WAY USE PERMIT APPLICATION

☐ ROW EXCAVATION ☐ ROW USE

ADDRESS OF ROW ACTIVITY: _____

401 N Morton Street, Suite 130
P.O. Box 100
Bloomington, IN 47402
Phone: (812) 349-3913
Fax: (812) 349-3520
Email:
engineering@bloomington.in.gov

A. APPLICANT/AGENT INFORMATION: APPLICANT NAME: <u>Adam Buente</u> E-MAIL: <u>adamapl1-studio.com</u> COMPANY: <u>Project One Studio</u> ADDRESS: <u>3151 Kirkbride Way, Suite C</u> CITY, STATE, ZIP: <u>Indianapolis, IN 46222</u> 24-HR EMERGENCY CONTACT NAME: <u>Michael Hoefle</u> 24-HR CONTACT PHONE #: <u>317-502-5774</u> INSURANCE #: <u>60668002</u> COMPANY: <u>Farmers Ins.</u> BOND #: <u>60006071</u> COMPANY: <u>Hudson Ins Co</u> <small>* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small>	D. TRAFFIC CONTROL DEVICES*: <input checked="" type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD <input type="checkbox"/> LIGHTED BARRELS <input checked="" type="checkbox"/> TYPE 3 BARRICADES <input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER <small>*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED. See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet</small>
SUBCONTRACTOR INFORMATION <small>(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)</small> COMPANY NAME: <u>Ignition Arts</u>	E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input type="checkbox"/> N <small>IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436</small>
B. WORK DESCRIPTION: <input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): <u>Boom lift operation/panel install</u> <small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small>	F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT? PROJECT NAME: _____ PROJECT #: _____ PROJECT MGR.: _____ PROJECT MGR. #: _____ <small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY</small>
C. RIGHT OF WAY TO BE USED/CLOSED: STREET NAME 1: <u>Walnut St</u> 1ST INTERSECTING STREET NAME: <u>4th St</u> 2ND INTERSECTING STREET NAME: <u>3rd St</u> <input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input checked="" type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input checked="" type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED START DATE: <u>12/28/21</u> END DATE: <u>12/21/21</u> # OF DAYS*: <u>14</u>	G. EXCAVATIONS: SQ FT OF PAVEMENT* EXCAVATIONS: _____ <small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small> SQ FT OF NON-PAVEMENT* EXCAVATIONS: _____ <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: _____ <small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small> # OF POLE INSTALLATIONS/REMOVAL: _____ SQ FT OF SIDEWALK RECONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small> SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small> # RESIDENTIAL DRIVEWAY INSTALLATION: _____
STREET NAME 2: <u>4th St</u> 1ST INTERSECTING STREET NAME: <u>Walnut St</u> 2ND INTERSECTING STREET NAME: <u>College St</u> <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input checked="" type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED START DATE: <u>12/20/21</u> END DATE: <u>12/21/21</u> # OF DAYS*: _____ <small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small>	<div style="display: flex; align-items: center;"> <div> <p>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.</p> </div> </div>
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/> REQUESTED CLOSURE HOURS: _____ AM - _____ PM <small>*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)</small>	H. INDEMNIFICATION AGREEMENT: The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant. I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE. PRINT NAME: _____ SIGNATURE: _____ DATE: _____

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ ☐ BPW ☐ City Engineer ☐ Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



Board of Public Works Staff Report

Project/Event: Approve Supplemental Agreement No. 1 to Engineering Contract with Beam Longest and Neff, L.L.C for Pedestrian Bridge and Small Structure Inspections

Petitioner/Representative: Engineering Department

Staff Representative: Patrick Dierkes, Project Engineer

Date: 12/07/2021

Report: This project will conduct structural inspections on a portion of the existing bridges and large culverts that are located within the City's Corporate limits. Beam Longest and Neff was selected for this contract due to their extensive experience in conducting this type of work throughout the State. Phase II of this project will concentrate on new inspections on 2 pedestrian bridges that are maintained by Public Works, 4 pedestrian bridges that are maintained by Parks and Recreation and 9 large culverts that are maintained by City Utilities.

The supplemental agreement increases the contract by \$33,200.00 making the new contract \$70,100.00. Funding for this project will be split between three departments: \$10,133.32 for Parks and Rec, \$5,066.68 for Public Works and \$18,000.00 for City Utilities. Public Works funding source: 101-07-070000-54310

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	N/A	--
Design Services Contract	Approved	11/26/2019
Design Supplemental Agreement #1	Current Item	12/07/2021
ROW Services Contract	N/A	--
Public Need Resolution	N/A	--
Construction Inspection Contract	N/A	--
Construction Contract	N/A	--

City of Bloomington Contract and Purchase Justification Form

Vendor: Beam, Longest and Neff LLC

Contract Amount: \$70,100.00

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

PURCHASE INFORMATION

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:

This is an existing contract. Statement below from the original staff report.

Beam Longest and Neff was selected for this contract due to their extensive experience in conducting this type of work throughout the State.

 Patrick Dierkes

Print/Type Name

 Project Engineer

Print/Type Title

 Engineering

Department

SUPPLEMENTAL AGREEMENT
NO. 1

This Supplemental Agreement, made and entered into this ____ day of _____, 2021, by and between the City of Bloomington Planning and Transportation Department, acting by and through its Board of Public Works (hereinafter referred to as the "OWNER"), and Beam, Longest and Neff, L.L.C., Consulting Engineers, 8320 Craig Street, Indianapolis, Indiana 46250 (hereinafter referred to as the "CONSULTANT").

WITNESSETH:

WHEREAS, the OWNER and the CONSULTANT did enter into an Agreement, dated November 26, 2019, to provide professional engineering services for the Inspection of ten (10) small structures and six (6) pedestrian bridges, and,

WHEREAS, the OWNER wishes the CONSULTANT to perform Phase II inspection of nine (9) small structures and six (6) pedestrian bridges, and,

WHEREAS, the CONSULTANT is qualified and prepared to perform the services required in said work and they agree to perform such services under the terms and conditions herein set forth, and,

WHEREAS, in order to provide for completion of the work as modified, it is necessary to amend and supplement the original Agreement,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. On page 2, Article 4 of the original Agreement, the not to exceed amount is increased by \$33,200.00 to \$70,100.00.
2. Exhibit A of the original Agreement, is amended to include Phase II with the exception of Item 1.3, which is a Phase I service only.
3. On page 1, Exhibit B of the original Agreement, the compensation is revised as follows:

PEDESTRIAN BRIDGE AND SMALL STRUCTURE INSPECTIONS

Phase IA.....	\$ 2,200.00
Phase IB.....	\$34,700.00
Phase IIB.....	\$33,200.00

Total Lump Sum \$70,100.00

4. On page 1, Attachment B-1 of the original Agreement, add the following:

Year 2021/2022

<u>Classifications</u>	<u>Hourly Rate</u>
Department Manager	\$244.29
Project Manager	\$218.57
Project Engineer	\$155.40
CAD Technician	\$114.07

5. On page 1, Exhibit C of the original Agreement, the project schedule is revised as follows:

	Structure Inspections	
Milestones	Estimated Date	Comments
Notice To Proceed		
Phase IA and IB	2 months from NTP	
Phase IIB	2 months from NTP*	

*Not prior to March 1.

6. Except as herein modified, changed and supplemented, all terms of the original Agreement, dated November 26, 2019, shall continue in full force and effect.

IN TESTIMONY WHEREOF, the parties hereto have executed this Supplemental Agreement No. 1 the day and year first above mentioned.

CONSULTANT:
BEAM, LONGEST AND NEFF, L.L.C.

OWNER:
BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

(President)

ATTEST:

ATTEST:

**FEE JUSTIFICATION EXHIBIT
MANHOURS BY CLASSIFICATION
PEDESTRIAN BRIDGE INVENTORY - PHASE 2**

OWNER: City of Bloomington
DESCRIPTION: Pedestrian Bridge Inspections
Phase 2 - 6 Bridges

Manhours by Classification					
Task	Dept. Manager	Project Manager	Project Engineer	CAD Technician	Total
Meetings					0
Permits					0
GIS Data Coordination					0
Project Coordination	1				1
Meetings and Coordination					
Travel		3	3		6
Evaluation of Bridges		6			6
Measurement of Bridges w/ field sketches			4		4
Evaluation of Approaches		2			2
Measurement of Approaches			1		1
Evaluation of Waterway		1			1
Photographs		2	6		8
QA/QC	4				4
Field Inspections					
Review of Previous Reports and Documents					0
Load Rating Calculations (1 assumed)		2	4		6
Drawings					0
Scour Screening and Assessment (3 assumed)		2	4		6
Recommendations and Cost Estimates		3	6		9
Computer Input		2	12		14
Scour Assesment (None Assumed)					0
Fracture Critical Report (None Assumed)					0
Report Generation and Development		4	8		12
Map Preparation					0
Printing Coordination					0
QA/QC	2				2
Inventory Report					
Total Hours	7	27	48	0	82
Hourly Rate	\$244.29	\$218.57	\$155.40	\$114.07	
Total Labor	\$1,710.03	\$5,901.39	\$7,459.20	\$0.00	\$15,070.62
Direct Non-Salary Costs					\$141.15
Total					\$15,211.77
Use					\$15,200.00

Note: number of bridges = 6
cost per bridge = \$2,533.33
hours per bridge = 13.7

**FEE JUSTIFICATION EXHIBIT
DIRECT NON-SALARY COSTS
PEDESTRIAN BRIDGE INVENTORY - PHASE 2**

OWNER: City of Bloomington
DESCRIPTION: Routine Inspections and Report

Task	X	Y	Total
Mileage:			
(X miles/round trip) x (Y trips) x (\$0.39/mile) =	140	2	\$109.20
(X miles/bridge) x (Y bridges) x (\$0.39/mile) =	1	5	\$1.95
Printing:			
8 1/2" x 11": (X sets) x (Y pages/set) x (\$0.15/page) =			
Inspection Report	4	50	\$30.00
Load Rating Report	0	0	\$0.00
Scour Assessment	0	0	\$0.00
Plan Sheets: (X sets) x (Y shts/set) x (\$1.71/sht) =			
Maps	0	0	\$0.00
Printing (photographs):			
8 1/2" x 11": (X sets) x (Y pages/set) x (\$0.15/page) =			
Special Report Pages	0	0	\$0.00
Other Disciplines:			
Lodging: (X persons) x (Y nights) x (\$100.00/night) =	0	0	\$0.00
Per Diem: (X persons) x (Y days) x (\$26.00/day) =	0	0	\$0.00
Report Covers: (X covers) x (\$15.00/cover) =	0	*	\$0.00
Total			\$141.15
USE			\$141.15

**FEE JUSTIFICATION EXHIBIT
MANHOURS BY CLASSIFICATION
SMALL STRUCTURE INVENTORY - PHASE 2**

OWNER: City of Bloomington
DESCRIPTION: Small Structure Inspections
Phase 2 - 9 Structures

Manhours by Classification					
Task	Dept. Manager	Project Manager	Project Engineer	CAD Technician	Total
Meetings					0
Permits					0
GIS Data Coordination					0
Project Coordination	1				1
Meetings and Coordination					
Travel		3	3		6
Evaluation of Bridges		6			6
Measurement of Bridges w/ field sketches			2		2
Evaluation of Approaches		3			3
Measurement of Approaches			1		1
Evaluation of Waterway		1			1
Photographs			7		7
QA/QC	4				4
Field Inspections					
Review of Previous Reports and Documents					0
Load Rating Calculations		3	6		9
Drawings					0
Scour Screening and Assessment		3	6		9
Recommendations and Cost Estimates		4	9		13
Computer Input		4	18		22
Scour Assesment (None Assumed)					0
Fracture Critical Report (None Assumed)					0
Report Generation and Development		4	8		12
Map Preparation					0
Printing Coordination					0
QA/QC	2				2
Inventory Report					
Total Hours	7	31	60	0	98
Hourly Rate	\$244.29	\$218.57	\$155.40	\$114.07	
Total Labor	\$1,710.03	\$6,775.67	\$9,324.00	\$0.00	\$17,809.70
Direct Non-Salary Costs					\$144.72
Total					\$17,954.42
Use					\$18,000.00

Note: number of structures = 9
cost per structure = \$2,000.00
hours per structure = 10.9

**FEE JUSTIFICATION EXHIBIT
DIRECT NON-SALARY COSTS
SMALL STRUCTURE INVENTORY - PHASE 2**

OWNER: City of Bloomington
DESCRIPTION: Routine Inspections and Report

Task	X	Y	Total
Mileage:			
(X miles/round trip) x (Y trips) x (\$0.39/mile) =	140	2	\$109.20
(X miles/bridge) x (Y bridges) x (\$0.39/mile) =	1	8	\$3.12
Printing:			
8 1/2" x 11": (X sets) x (Y pages/set) x (\$0.15/page) =			
Inspection Report	4	54	\$32.40
Load Rating Report	0	0	\$0.00
Scour Assessment	0	0	\$0.00
Plan Sheets: (X sets) x (Y shts/set) x (\$1.71/sht) =			
Maps	0	0	\$0.00
Printing (photographs):			
8 1/2" x 11": (X sets) x (Y pages/set) x (\$0.15/page) =			
Special Report Pages	0	0	\$0.00
Other Disciplines:			
Lodging: (X persons) x (Y nights) x (\$100.00/night) =	0	0	\$0.00
Per Diem: (X persons) x (Y days) x (\$26.00/day) =	0	0	\$0.00
Report Covers: (X covers) x (\$15.00/cover) =	0	*	\$0.00
Total			\$144.72
USE			\$144.72

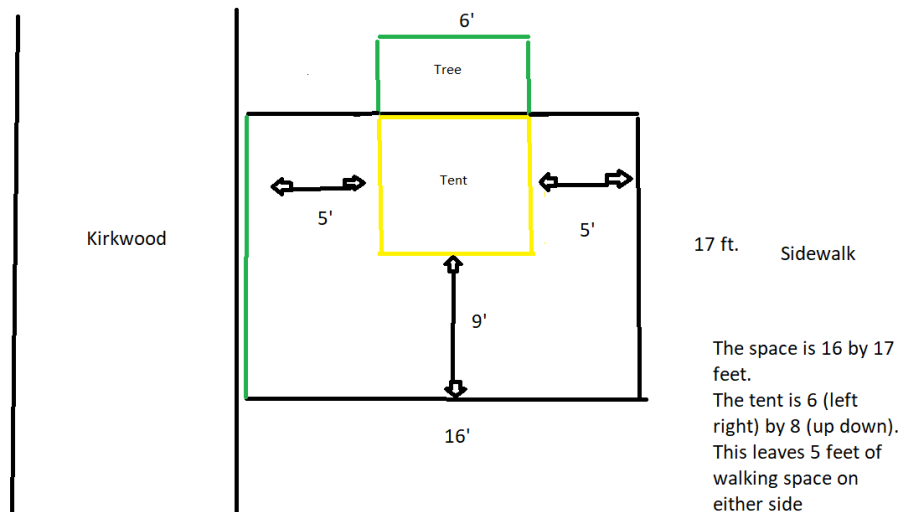


Board of Public Works Staff Report

Project/Event: Resolution 2021-69 – Solicitor in Right of Way
Petitioner/Representative: Nick Baird d.b.a. Nick of Time Textbooks
Staff Representative: Jane Kupersmith
Meeting Date: December 7, 2021

Nick Baird has applied for a Business License to buy back textbooks from the public right of way located at Kirkwood Avenue and Indiana Avenue. 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 following location is the permitted location of operation to ensure right-of-way clearance mandated by Bloomington Municipal Code:



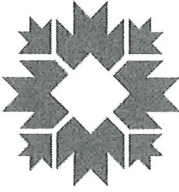
The business will operate from a tent purchasing textbooks.

This application is for three months from December 8, 2021, until and including March 8, 2022.

Staff is supportive of the request.

Nick Baird - 2021

Nick of Time Textbooks



CITY OF BLOOMINGTON

SOLICITOR LICENSE APPLICATION

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

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

2. Applicant Information

Name:	Nick Baird	
Title/Position:	Owner Operator	
Date of Birth:	7/12/93	
Address:	1900 E Hillside Dr	
City, State, Zip:	Bloomington IN 47401	
E-Mail Address:	nbaird@Indiana.edu	
Phone Number:	317 605 6881	Mobile Phone: 317 605 6881

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:	Nick of Time Textbooks / Nick Baird		
Address of Employer:	1900 E Hillside Dr		
City, State, Zip:	Bloomington IN 47401		
Employment Start Date:	8/1/2016	End Date (If known):	n/a
Phone Number:	317 605 6881		
Website / Email:	nbaird@Indiana.edu		
Company is a:	<input type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership
		<input checked="" 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
Nick Baird	see above

6. Company Incorporation Information (For Corporations and LLC's Only)

Date of incorporation or organization:	
State of incorporation or organization:	
(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

I offer to purchase used textbooks from students from a small pop up tent		
Planned hours of operation:	10 am - 5 pm, Dec 13-17	
Place or places where you will conduct business (If private property, attach written permission from property owner):	See attached. Corner of Wintonwood & Indiana + 10 th St in front of Pizza X	
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:

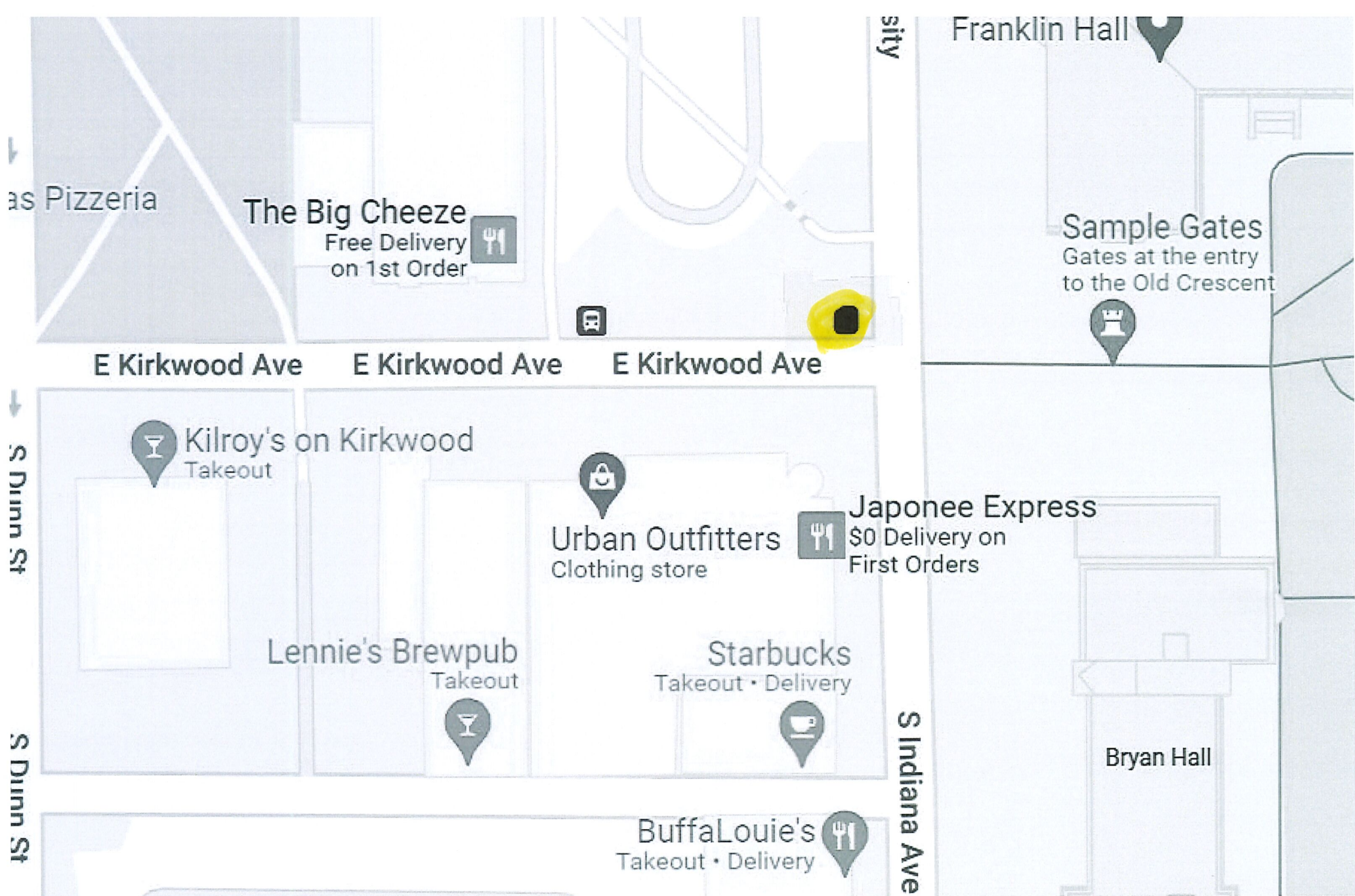
<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.16.090 of the Bloomington Municipal Code: <ul style="list-style-type: none">• Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate• Property Damage: \$25,000.00 per occurrence 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 your business's registration with the Indiana Secretary of State.
<input checked="" type="checkbox"/>	A copy of your Employer ID number
<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"/>	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 certificate

For City Of Bloomington Use Only**Received in ESD****OCT 11 2021**

Received By:

Date Approved:

Approved By:



Location One



Mura Sushi & Korean
(무라 스시 & 한식당)
Order DoorDash



Jimmy John's
Takeout • Delivery



313

E 10th St

E 10th St

E 10th St

Hickory Hall (Union
Street Center)

Eigenmann Hall

Bloomington
Evaluation Service

Ashton Center

Union Street Center

Birch Hall (Union
Street Center)

Location two





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/30/2021

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

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

PRODUCER Liberty Mutual Insurance PO Box 188065 Fairfield, OH 45018	CONTACT NAME:	
	PHONE (A/C, No, Ext): 800-962-7132	FAX (A/C, No): 800-845-3666
	E-MAIL ADDRESS: BusinessService@LibertyMutual.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: General Insurance Company of America	
	NAIC #: 24732	
INSURED Nick Baird DBA Nick of Time Textbooks 1900 E Hillside Dr Bloomington IN 47401	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 64294829

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 checked="" type="checkbox"/> Businessowners GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			BWG63911206	9/29/2021	9/29/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Proof of Insurance

CERTIFICATE HOLDER

CANCELLATION

Nick Baird
DBA Nick of Time Textbooks
1900 E Hillside Dr
Bloomington IN 47401

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

Darin Haller

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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.

Nick Baird

Name, Printed

Nick Baird

Signature

10/5/21

Date Release Signed

Nick Baird - DBA Nick of Time Textbooks

nbaird@iu.edu

(317) 605-6881

1900 E Hillside Dr

Bloomington Indiana 47401

Dear city of Bloomington,

In reference to the requested business registration with the Indiana Secretary of State, please find my attached registration with the county and the attached motivating SoS rule.

Thank you,

-Nick

There are several ways to structure and manage your business. Informal Associations such as Sole Proprietorships and General Partnerships do **NOT** file with the Indiana Secretary of State.

Sole Proprietorships and General Partnership file at the **County Recorder's Office**. In addition, Sole Proprietorships and General Partnerships may be required to register with the **Department of Workforce Development** and the **Department of Revenue** depending on the type of business.

Sole Proprietorship

One person who conducts business for profit. The sole owner assumes complete responsibility for all liabilities and debts of the business.

Single taxation tax structure. The income of the business is reported as part of the owner's personal income.

General Partnership

Two or more individuals as co-owners of a for-profit business. Partnerships should operate under a written Partnership Agreement. All partners are responsible for the liabilities and debts of the partnership.

Single taxation tax structure. Income of the business is reported as part of each partner's personal income.

Please contact your local county recorder for further information. [Click here to locate your County Recorder.](#)

You will need to register with Department of Workforce Development if your business has employees. For more information, [click here](#).



A202100110847

08/20/2021 08:33 AM

KATHERINE SWEENEY BELL
MARION COUNTY IN RECORDER

FEE: \$ 35.00

PAGES: 1

By: DG

CERTIFICATE OF ASSUMED BUSINESS NAME

STATE OF INDIANA, COUNTY OF MARION

NAME OF BUSINESS: Nick of Time Textbooks

TYPE OF BUSINESS: Amazon seller

ADDRESS OF BUSINESS: 7621 E 71st st, Indianapolis IN, 46256

Nick Baird at 7621 E 71st st Indianapolis IN 46256
(printed/typed name of member) (physical street address, city, state zip)

_____ at _____
(printed/typed name of member) (physical street address, city, state zip)

_____ at _____
(printed/typed name of member) (physical street address, city, state zip)

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. (IC 36-2-11-15) DOCUMENT PREPARED BY:

Nick Baird

(Printed/typed name of individual)

SECTION TO BE COMPLETED IN PRESENCE OF NOTARY PUBLIC:

I hereby certify that I have personal knowledge of the facts stated above and that each of them are true.

[Signature]
Member's Signature

Nick Baird

Printed/Typed Name

STATE OF INDIANA, COUNTY OF Marion

Before me, the undersigned, a Notary Public, in and for said County and State, this 12 day of August 2021 (date)

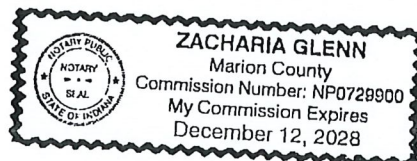
personally appeared Nick Baird

said person(s) being over the age of 18 years, and acknowledged the execution of the foregoing instrument.

Zacharia Glenn
Notary Public Signature

Zacharia Glenn
Printed Name

My commission expires: 12-12-2028



Date of this notice: 08-24-2021

Employer Identification Number:
87-2319154

Form: SS-4

Number of this notice: CP 575 G

NICHOLAS BAIRD
NICK OF TIME TEXTBOOKS
7621 E 71ST ST
INDIANAPOLIS, IN 46256

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 87-2319154. 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.

When filing tax documents, payments, and 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.

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.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

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.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

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

Thank you for your cooperation.

(IRS USE ONLY)

575G

08-24-2021 BAIR O 9999999999 SS-4

Keep this part for your records.

CP 575 G (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 G

999999999999

Your Telephone Number Best Time to Call DATE OF THIS NOTICE: 08-24-2021
() - EMPLOYER IDENTIFICATION NUMBER: 87-2319154
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

A barcode consisting of vertical bars of varying heights, used for document tracking or identification.

NICHOLAS BAIRD
NICK OF TIME TEXTBOOKS
7621 E 71ST ST
INDIANAPOLIS, IN 46256

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 4.16.130 prohibits Solicitors from operating in certain locations. This Agreement provides for all of the prohibited locations. All signatories to this Agreement are required to review this Agreement prior to signing this Agreement.

As a licensed Solicitor, I understand and agree that I cannot and will not conduct business in a manner that would violate any of the below-listed location restrictions:

- No solicitor 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 solicitor shall locate in a street, street median strip or alleyway
- No solicitor 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 solicitor 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 solicitor shall locate in a neighborhood or on property wherein a sign reading "No Solicitation", or something of a similar nature, has been duly erected and displayed
- No solicitor shall locate on the B-Line Trail except in the following permitted areas:
 - Between the north side of Dodds Street and the south side of 2nd Street
 - Between the north side of 3rd Street and the south side of 4th Street
 - Between the north side of 6th Street and the south side of Fairview Street

I, the undersigned, understand that if I conduct business in any of the above-described prohibited locations or manner that I subject myself to fines and possible revocation of my Solicitor License, as so described in Chapter 4.16 of the Bloomington Municipal Code.

Vendor: Nick of Time Textbooks

Name: Nick Baird

Signature: Nick Baird

Date: 10/5/21

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 4.16.150 provides Standards of Conduct for all Solicitors. 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 Solicitor 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:

- Solicitors 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 solicitor 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 solicitor shall expose any person to any undue safety or health hazards nor create a public nuisance
- Solicitors 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 jurisdiction
- No person shall engage in abusive solicitation. Such abusive activity shall mean to do one or more of the following while soliciting or immediately thereafter:
 - Coming closer than three feet to the person solicited unless and until the person solicited indicates that the person wishes to make a purchase or otherwise receive the solicitation
 - Blocking or impeding the passage of the person solicited
 - Repeating the solicitation after the person solicited has indicated an objection to the solicitation
 - Following the person solicited by proceeding behind, ahead or alongside such person after the person has indicated an objection to the solicitation
 - Threatening the person solicited with physical harm by word or gesture
 - Abusing the person solicited with words which are offensive and inherently likely to provide an immediate violent reaction
 - Touching the solicited person without the solicited person's consent.
- No solicitor shall approach any vehicle driving upon, stopped upon, or parked upon any public or private street or alley
- No solicitor shall conduct his/her business from a street, alley, traffic island, or median.

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 Solicitor License, as so described in Chapter 4.16 of the Bloomington Municipal Code.

Vendor: Nick of Time Textbooks

Name: Nick Baird

Signature: Nick Baird

Date: 10/5/21

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2021-69**

**Solicitor in Public Right of Way
Nick Baird d.b.a. Nick of Time Textbooks**

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, Nick Baird d.b.a. Nick of Time Textbooks (“Solicitor”), is seeking a Business License under Bloomington Municipal Code 4.16;

WHEREAS, the issuance of a Business License under Bloomington Municipal Code 4.16 requires Solicitor to submit documentation to the City—set forth at Bloomington Municipal Code 4.16.050—including proof of registration with the Indiana Secretary of State and proof of insurance;

WHEREAS, Solicitor has agreed to the Standards of Conduct set forth in Bloomington Municipal Code 4.16.150, the Location Restrictions found in Bloomington Municipal Code 4.16.130, and signed the Release, Hold-Harmless, and Indemnification Agreement as required by Bloomington Municipal Code 4.16.090;

WHEREAS, Solicitor desires to be able to use City property, which includes public any and all public right-of-way; and

WHEREAS, under the Bloomington Municipal Code 4.16.050, approval to use public sidewalks must be provided by the Board of Public Works via resolution;

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

1. Solicitor has permission to use the right of way as indicated in the staff memo, on a temporary and transient basis, for the purposes of buying books for three months, beginning on December 8, 2021 and ending on March 8, 2022.

2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.16 of the Bloomington Municipal Code. Thus, Solicitor 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. Soliciting without a business license is a violation of Bloomington Municipal Code 4.16.160(a)(1), and would subject Solicitor 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 4.16 of the Bloomington Municipal Code—attach to this approval:

- a. Solicitor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
- b. Solicitor will have obtained a valid business license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid business license throughout the term of Solicitor’s operation on City property.
- c. Solicitor may not use any device to amplify sounds or draw attention to the Solicitor aurally or with a light-producing device;
- d. Solicitor may not operate in a manner that would significant impede or prevent the use of any City property, or in a manner that would endanger the safety or property of the public.
- e. Solicitor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business.

RESOLUTION 2021-69

- f. Solicitor 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.

ADOPTED THIS 7th DAY OF DECEMBER, 2021.

BOARD OF PUBLIC WORKS:

Dana Henke, President

Beth H. Hollingsworth, Vice-President

Kyla Cox Deckard, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2021-69** ARE ACCEPTABLE AND AGREED TO BY SOLICITOR:

Nick Baird, Sole Proprietor
Nick of Time Textbooks

Date: _____



Board of Public Works Staff Report

Project/Event: Cooperative Services Agreement Program Partnership with
Centerstone of Indiana, Inc.

Petitioner/Representative: Department of Public Works

Staff Representative: Adam Wason, Director

Meeting Date: December 07, 2021

The purpose of this agreement is to provide well maintained and clean public spaces through a program partnership which allows their clients to work for Centerstone as part of the Brighten B-Town Program.

**CITY OF BLOOMINGTON
COOPERATION SERVICES AGREEMENT
WITH CENTERSTONE OF INDIANA, INC.**

This Agreement is made and entered into by and between the City of Bloomington Public Works Department (“COB - DPW”) and Centerstone of Indiana, Inc. (“CS”).

WHEREAS, COB - DPW and CS (“the Parties”) desire to cooperate as part of an employment program to support the Brighten B-Town maintenance and beautification efforts Citywide, and

WHEREAS, CS is qualified to perform such services for COB - DPW; and

WHEREAS, COB - DPW is authorized to plan and develop partnerships and contractual arrangements with non-city organizations to ensure delivery of services.

NOW, THEREFORE, the Parties do mutually agree as follows:

I. Purpose of Agreement

The purpose of this Agreement is to outline a program partnership, which will provide an opportunity for CS clients to work for CS as part of the Brighten B-Town by combining available resources from each Party to the Agreement.

II. Duration of Agreement

This Agreement shall be in effect from the date of signing until December 31, 2022 unless terminated earlier as provided under Section XI.

III. City of Bloomington Public Works Department Responsibilities

A. The goal of COB - DPW is to provide well maintained and clean public spaces.

B. COB - DPW agrees to:

1. Define the work areas in the public rights-of-way to be cleaned and maintained under this program which may include: curb painting; vegetation and debris removal; snow removal; general maintenance; cleaning; and other efforts as part of the Brighten B-Town program administered by the Facilities Division of the Public Works Department;
2. COB - DPW shall, under the coordination of the Public Works Director, the Facilities and Operations Manager, the Special Projects and Operations Manager, and the Downtown Specialist COB - DPW coordinate the weekly work plans with CS to be completed during work hours of 9:00 a.m. - 2:00 p.m., Monday - Friday from the execution date through December 31, 2022;
3. Provide on-site training for the CS Brighten B-Town team members on work zone safety, maintenance duties and expectations;

4. Provide maintenance equipment and supplies necessary to maintain the designated rights-of way;
5. Provide personal protection equipment for the CS Brighten B-Town team members; and
6. Pay CS invoiced amounts for labor costs of the COB-DPW and CS Brighten B-Town partnership. Payment shall not to exceed the rate of \$14.01 per hour, plus FICA for CS Brighten B-Town team members, which shall not exceed an aggregate amount of One Hundred Seventy Thousand Dollars (\$170,000.00).
7. Pay CS a lump-sum subsidy of Fifty Thousand Dollars (\$50,000.00) to fund CS administrative support of the Brighten B-Town program during the term of this agreement.
8. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the COB-DPW are at any time not forthcoming or are insufficient, through failure of any entity, including the COB-DPW itself, to appropriate funds or otherwise, then the COB-DPW shall have the right to terminate this Agreement without penalty.

IV. CENTERSTONE Responsibilities

- A. The goal of CS is to conduct an employment placement program for Centerstone Brighten B-Town.
- B. CS agrees to:
 1. Conduct hiring interviews, hire, pay, and assume liability/risk coverage for maintenance crews;
 2. Provide up to ten (10) employees Monday through Friday from 7:30 a.m. - 2:30 p.m. to complete cleaning and maintenance tasks as described above;
 3. Invoice COB - DPW monthly for labor costs, plus FICA depending on the positions filled and hours worked, at the rate of \$14.01 per hour for the calendar year 2022;
 4. Provide transportation each day to the agreed upon work sites that are part of the weekly work plans;
 5. Provide a Supervisor to transport and supervise crew on site;
 6. Have substitute workers available to fill in or permanently take a spot on the crew;

7. Address behavioral issues that come up at sites;
8. Complete maintenance log daily per site; and
9. Communicate with designed COB - DPW staff on issues, progress, and supply needs.

V. Terms Mutually Agreed To By the Parties to this Agreement

- A. The intent of this Agreement is to document a mutually beneficial partnership between CS and COB - DPW in an amount not to exceed Two Hundred and Twenty Thousand Dollars (\$220,000.00);
- B. The staff and personnel involved in this Agreement will at all times represent the Parties to this Agreement in a professional manner and reflect the commitment of the Parties to quality services and customer satisfaction;
- C. During the performance of any and all Services under this Agreement, CS 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; and c) 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 Department of Public Works, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. CS shall provide COB - DPW with a certificate of insurance prior to the commencement of operations under this Agreement. CS and its insurer shall notify COB - DPW within ten (10) days of any insurance cancellation;
- D. The commitment of personnel, facilities, supplies and payments will be honored according to the timetable agreed upon by the Parties;
- E. CS is recognized as having the expertise and experience to hire and supervise the Brighten B-Town work crews safely and effectively. COB - DPW shall have the right to review risk management, agreement terms, and service quality issues;
- F. Municipal Code Sections 6.12.020 and 14.36.090, respectively, prohibit smoking and vaping inside city facilities and the consumption of alcoholic beverages on City property;
- G. Pursuant to Indiana Code Sections 35-47-11.1-2 and -3, the City is prohibited

from enforcing a firearms policy in public parks and City facilities as of July 1, 2011. However, per Indiana Code Section 35-47-11.1-4(10), CS may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned, and the City is hereby authorized to enforce said policy for purposes of this Agreement. If CS implements such a policy, it shall provide a copy of the policy to the City, which shall be attached to this Agreement and incorporated herein by reference;

H. The Parties shall evaluate this Agreement and the services provided hereunder during the month of December 2022; and

VI. Indemnification and Release

CS shall release, hold harmless, and indemnify the City of Bloomington, its Public Works Department, and its officers, employees, agents, and assigns (Releasees) from any and all claims which may arise as a result of CS's activities under this Agreement. This includes claims for personal injury, property damage, or any other type of claim which might be brought against Releasees or CS, or its employees, agents or patrons, by any third party, even if caused by the negligence of Releasees.

VII. Independent Contractor Status

During the entire term of this Agreement, CS 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 COB-DPW. CS shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

VIII. Notices and Representatives

A. Notice regarding any significant concerns or issues of non-compliance shall be provided to those contacts as follows:

Centerstone	COB - DPW
Christina L. Murphy	Adam Wason
645 S. Rogers St.	401 N. Morton Street
Bloomington, IN 47403	Bloomington, IN 47404
(812)337-2237	(812) 349-3410

B. Representatives for the day-to-day operational implementation of this Agreement are:

Centerstone	COB - DPW
Christina L. Murphy	J. D. Boruff, Facilities
645 S. Rogers St.	812 325-2592
Bloomington, IN 47403	
(812) 337-2237	

IX. Non-Discrimination

CS shall comply with Bloomington Municipal Code 2.21.020 and all other federal, state

and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

CS 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 CS believes that a City employee engaged in such conduct towards CS and/or any of its employees, CS or its employees may file a complaint with the City department head in charge of the grant 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.

X. Compliance with Laws

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

XI. Termination and Modification

This Agreement may be terminated only upon the mutual written agreement of the Parties. Likewise, the parties may modify any term of this Agreement through mutual written agreement.

XII. E-Verify

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

XIII. Termination

This Agreement may be terminated only upon the mutual written agreement of the Parties.

XIV. Integration and Modification

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between COB-DPW and the CS. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified

only by a written amendment signed by both parties hereto.

XV. Non-Collusion

CS is required to certify that it has not, nor has any other member, representative, or agent of CS, 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. CS shall sign an affidavit, attached hereto as Exhibit B, affirming that CS has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

[Signature Page Follows]

Signed and Agreed to this 7th day of December, 2021.

CENTERSTONE OF INDIANA, INC.

Suzanne Koesel, CEO

Date

CITY OF BLOOMINGTON

Adam Wason, Director, COB - DPW

Date

Dana Henke, President,
Board of Public Works

Date

Mike Rouker, City Attorney

Date

EXHIBIT A

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

E-VERIFY AFFIDAVIT

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

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

Signature

Printed Name

[illegible]

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of December, 2021.

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of December, 2021.

CENTERSTONE OF INDIANA, INC.

By: _____
Suzanne Koesel, CEO

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2021.

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____



Board of Public Works Staff Report

Project/Event: Change Orders #1 for the Recover Forward Bus Stop Improvements Project

Petitioner/Representative: Department of Public Works

Staff Representative: Michael Large

Meeting Date: December 7, 2021

The Board approved the contract with River Town Construction, LLC at the December 22, 2020 meeting. This project has installed 41 ADA compliant bus stops in areas that serve a large portion of Bloomington Transits ridership. The original contract amount for this project is \$485,671.00.

Change Order #1 will add \$53,482.10. This amount is due to in the field changes that were made to ensure ADA compliance with the preexisting infrastructure.

Change Orders #1 if approved will increase the original contract to \$539,153.10
This project is funded through the Recover Forward funding program and operating fund line 101-02-02RCVR-53990.

Staff Approves this Change Order

City of Bloomington Contract and Purchase Justification Form

Vendor: River Town Construction LLC

Contract Amount: 485,671.00

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

PURCHASE INFORMATION

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

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

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

of Submittals: 2

Yes No

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

Yes No

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:

The Board approved the contract with River Town Construction, LLC at the December 22, 2020 meeting. This Change Order #1 is being presented in compliance with the contract documents for the Recover Forward BT Bus Stop Improvements Project.

Original:	\$ 485,671.00
Change Order #1:	\$ 53,482.10
Final:	\$539,153.10

Michael Large

Operations Manager

Public Works

Print/Type Name

Print/Type Title

Department



Board of Public Works Staff Report

Project/Event: Change Order #2 for the Recover Forward Bus Stop Improvements Project

Petitioner/Representative: Department of Public Works

Staff Representative: Michael Large

Meeting Date: December 7, 2021

The Board approved the contract with River Town Construction, LLC at the December 22, 2020 meeting. This project has installed 41 ADA compliant bus stops in areas that serve a large portion of Bloomington Transits ridership. The original contract amount for this project is \$485,671.00.

Change Order #2 will add \$40,974.20. This amount is due to in the field changes that were made to ensure ADA compliance with the preexisting infrastructure.

Change Orders #2 if approved will increase the original contract to \$580,127.30.
This project is funded through the Recover Forward funding program and operating fund line 101-02-02RCVR-53990.

Staff Approves Change Order #2

City of Bloomington Contract and Purchase Justification Form

Vendor: River Town Construction LLC

Contract Amount: 485,671.00

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

PURCHASE INFORMATION

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

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

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

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

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

The Board approved the contract with River Town Construction, LLC at the December 22, 2020 meeting. This Change Order #2 is being presented in compliance with the contract documents for the Recover Forward BT Bus Stop Improvements Project.

Original:	\$485,671.00
Previous CO's:	\$53,482.10
Change Order #2:	\$40,974.20
Final:	\$580,127.30

Michael Large

Operations Manager

Public Works

Print/Type Name

Print/Type Title

Department



River Town Construction LLC
PO Box 444
Newburgh, IN 47629-0444

INVOICE NO: 2123
PAY APPLICATION NO: 3
PERIOD TO: 11/23/21
APPLICATION DATE: 11/23/21

MONTHLY PAY APPLICATION

TO: The City of Bloomington
Planning and Transportation De
PO Box 100
Bloomington, IN 47402

PROJECT: Bloomington Bus Stop

ITEM NO	DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	SCHEDULED VALUE	PREVIOUS QUANTITY	PREVIOUS AMOUNT	CURRENT QUANTITY	CURRENT AMOUNT	TO DATE QUANTITY	TO DATE AMOUNT	% COMP
Bloomington Transit Bus Stop Improvements Project												
Base Bid												
001	Construction Engineering	LS	1.00	6,500.00	6,500.00	1.00	6,500.00			1.00	6,500.00	100.00%
002	Mobilization and Demobilization	LS	1.00	15,500.00	15,500.00	1.00	15,500.00			1.00	15,500.00	100.00%
003	Sidewalk Concrete, Remove	SYS	89.00	325.00	28,925.00	125.00	40,625.00	111.13	36,118.69	236.13	76,743.69	265.32%
004	Excavation, Common	CYS	29.00	85.00	2,465.00	29.00	2,465.00			29.00	2,465.00	100.00%
005	Compacted Aggregate No. 53	CYS	38.00	275.00	10,450.00	38.00	10,450.00			38.00	10,450.00	100.00%
006	Asphalt Patching	SYS	67.00	160.00	10,720.00	25.00	4,000.00	.50	80.00	25.50	4,080.00	38.06%
007	Sidewalk, Concrete	SYS	194.00	210.00	40,740.00	272.00	57,120.00	122.43	25,711.23	394.43	82,831.23	203.32%
008	Curb Ramp, Concrete	SYS	25.00	435.00	10,875.00	21.97	9,556.95			21.97	9,556.95	87.88%
009	Detectable Warning Surfaces	SYS	9.00	485.00	4,365.00	5.00	2,425.00	.33	160.05	5.33	2,585.05	59.22%
010	Curb, Remove	LFT	189.00	30.00	5,670.00	189.00	5,670.00	40.42	1,212.60	229.42	6,882.60	121.39%
011	Curb, Concrete	LFT	294.00	66.00	19,404.00	242.00	15,972.00	20.72	1,367.52	262.72	17,339.52	89.36%
012	Curb, Concrete, Modified	LFT	175.00	96.00	16,800.00	75.50	7,248.00			75.50	7,248.00	43.14%
013	Curb and Gutter, Concrete	LFT	18.00	53.00	954.00	18.00	954.00	51.50	2,729.50	69.50	3,683.50	386.11%
014	Center Curb, D, Concrete	LFT	32.00	179.00	5,728.00	32.00	5,728.00	32.00	5,728.00	64.00	11,456.00	200.00%
015	Bus Shelter Reset	EACH	1.00	2,700.00	2,700.00		0.00					0.00%



River Town Construction LLC
PO Box 444
Newburgh, IN 47629-0444

INVOICE NO: 2123
PAY APPLICATION NO: 3
PERIOD TO: 11/23/21
APPLICATION DATE: 11/23/21

MONTHLY PAY APPLICATION

TO: The City of Bloomington
Planning and Transportation De
PO Box 100
Bloomington, IN 47402

PROJECT: Bloomington Bus Stop

ITEM NO	DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	SCHEDULED VALUE	PREVIOUS QUANTITY	PREVIOUS AMOUNT	CURRENT QUANTITY	CURRENT AMOUNT	TO DATE QUANTITY	TO DATE AMOUNT	% COMP
016	Bench	EACH	13.00	1,285.00	16,705.00	11.00	14,135.00	2.00	2,570.00	13.00	16,705.00	100.00%
017	Topsoil	CYS	22.00	150.00	3,300.00	22.00	3,300.00			22.00	3,300.00	100.00%
018	Mulched Seeding	SYS	138.00	18.00	2,484.00	138.00	2,484.00			138.00	2,484.00	100.00%
019	Concrete, Class, A	CYS	8.00	750.00	6,000.00	8.00	6,000.00			8.00	6,000.00	100.00%
020	Bus Stop Shelter	EACH	4.00	11,500.00	46,000.00	3.00	34,500.00	1.00	11,500.00	4.00	46,000.00	100.00%
021	Maintaining Traffic	LS	1.00	57,500.00	57,500.00	1.00	57,500.00			1.00	57,500.00	100.00%
022	Sign Post, Square Type 1 Reinforced Anchor Base	LFT	153.00	20.00	3,060.00	112.00	2,240.00			112.00	2,240.00	73.20%
023	Sign, Sheet, Assembly Relocate	EACH					0.00					0.00%
024	Sign, Sheet, with Legend, 0.080IN Thickness	SFT	13.00	40.00	520.00	13.00	520.00			13.00	520.00	100.00%
025	Sign, Sheet, with Legend, 0.100IN Thickness	SFT	25.00	30.00	750.00		0.00					0.00%
026	Line, Remove	LFT	165.00	3.00	495.00		0.00					0.00%
027	Snowplowable Raised Pavement Marker	EACH	14.00	75.00	1,050.00	14.00	1,050.00			14.00	1,050.00	100.00%
Base Bid Total					319,660.00		305,942.95		87,177.59		393,120.54	122.98%

Kirkwood Avenue Maintenance Project

Alternate #1

A1-1	Construction Engineering	LS	1.00	1,500.00	1,500.00	1.00	1,500.00			1.00	1,500.00	100.00%
A1-2	Mobilization and Demobilization	LS	1.00	4,500.00	4,500.00	1.00	4,500.00			1.00	4,500.00	100.00%



River Town Construction LLC
PO Box 444
Newburgh, IN 47629-0444

INVOICE NO: 2123
PAY APPLICATION NO: 3
PERIOD TO: 11/23/21
APPLICATION DATE: 11/23/21

MONTHLY PAY APPLICATION

TO: The City of Bloomington
Planning and Transportation De
PO Box 100
Bloomington, IN 47402

PROJECT: Bloomington Bus Stop

ITEM NO	DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	SCHEDULED VALUE	PREVIOUS QUANTITY	PREVIOUS AMOUNT	CURRENT QUANTITY	CURRENT AMOUNT	TO DATE QUANTITY	TO DATE AMOUNT	% COMP
A1-3	Sidewalk Concrete, Remove	SYS	6.00	625.00	3,750.00		0.00					0.00%
A1-4	Compacted Aggregate No. 53	CYS	6.00	270.00	1,620.00	6.00	1,620.00			6.00	1,620.00	100.00%
A1-5	Asphalt Patching	SYS	7.00	225.00	1,575.00		0.00					0.00%
A1-6	Sidewalk, Concrete	SYS	38.00	175.00	6,650.00	37.00	6,475.00		-10.50	36.94	6,464.50	97.21%
A1-7	Curb, Remove	LFT	4.00	40.00	160.00	16.00	640.00			16.00	640.00	400.00%
A1-8	Curb, Concrete	LFT	19.00	66.00	1,254.00	24.00	1,584.00			24.00	1,584.00	126.32%
A1-9	Curb and Gutter, Concrete	LFT	14.00	53.00	742.00	35.00	1,855.00			35.00	1,855.00	250.00%
A1-10	Bus Shelter Reset	EACH	1.00	2,700.00	2,700.00		0.00					0.00%
A1-11	Bench	EACH	2.00	1,285.00	2,570.00	2.00	2,570.00			2.00	2,570.00	100.00%
A1-12	Topsoil	CYS	2.00	200.00	400.00	2.00	400.00			2.00	400.00	100.00%
A1-13	Mulched Seeding	SYS	16.00	18.00	288.00	16.00	288.00			16.00	288.00	100.00%
A1-14	Concrete, Class, A	CYS	1.00	900.00	900.00	1.00	900.00			1.00	900.00	100.00%
A1-15	Maintaining Traffic	LS	1.00	7,150.00	7,150.00	1.00	7,150.00			1.00	7,150.00	100.00%
A1-16	Sign, Sheet, Assembly Relocate	EACH	2.00	275.00	550.00	1.00	275.00			1.00	275.00	50.00%
Alternate #1 Total					36,309.00		29,757.00		-10.50		29,746.50	81.93%
Alternate #2												
A2-1	Construction Engineering	LS	1.00	3,000.00	3,000.00	1.00	3,000.00			1.00	3,000.00	100.00%



River Town Construction LLC
PO Box 444
Newburgh, IN 47629-0444

INVOICE NO: 2123
PAY APPLICATION NO: 3
PERIOD TO: 11/23/21
APPLICATION DATE: 11/23/21

MONTHLY PAY APPLICATION

TO: The City of Bloomington
Planning and Transportation De
PO Box 100
Bloomington, IN 47402

PROJECT: Bloomington Bus Stop

ITEM NO	DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	SCHEDULED VALUE	PREVIOUS QUANTITY	PREVIOUS AMOUNT	CURRENT QUANTITY	CURRENT AMOUNT	TO DATE QUANTITY	TO DATE AMOUNT	% COMP
A2-2	Mobilization and Demobilization	LS	1.00	13,500.00	13,500.00	1.00	13,500.00			1.00	13,500.00	100.00%
A2-3	Excavation, Common	CYS	35.00	70.00	2,450.00	35.00	2,450.00			35.00	2,450.00	100.00%
A2-4	Compacted Aggregate No. 53	CYS	13.00	270.00	3,510.00	13.00	3,510.00			13.00	3,510.00	100.00%
A2-5	Asphalt Patching	SYS	14.00	225.00	3,150.00		0.00					0.00%
A2-6	Sidewalk, Concrete	SYS	65.00	280.00	18,200.00	65.00	18,200.00	28.93	8,099.78	93.93	26,299.78	144.50%
A2-6A	Sidewalk, Concrete Remove	SYS		325.00			0.00	56.78	18,452.53	56.78	18,452.53	0.00%
A2-7	Curb Ramp, Concrete	SYS	7.00	280.00	1,960.00	3.89	1,089.20			3.89	1,089.20	55.57%
A2-8	Detectable Warning Surfaces	SYS	2.00	485.00	970.00	1.60	776.00			1.60	776.00	80.00%
A2-9	Curb, Remove	LFT	29.00	40.00	1,160.00	29.00	1,160.00	95.00	3,800.00	124.00	4,960.00	427.59%
A2-10	Curb, Concrete	LFT	79.00	66.00	5,214.00	79.00	5,214.00	79.00	5,214.00	158.00	10,428.00	200.00%
A2-11	Bench	EACH	3.00	1,285.00	3,855.00	4.00	5,140.00		-1,285.00	3.00	3,855.00	100.00%
A2-12	Topsoil	CYS	27.00	150.00	4,050.00	27.00	4,050.00			27.00	4,050.00	100.00%
A2-13	Mulched Seeding	SYS	160.00	18.00	2,880.00	160.00	2,880.00			160.00	2,880.00	100.00%
A2-14	Maintaining Traffic	LS	1.00	18,000.00	18,000.00	1.00	18,000.00			1.00	18,000.00	100.00%
A2-15	Sign Post, Square Type 1 Reinforced Anchor Base	LFT	20.00	20.00	400.00		0.00					0.00%
Alternate #2 Total					82,299.00		78,969.20		34,281.31		113,250.51	137.61%

Alternate #3



River Town Construction LLC
PO Box 444
Newburgh, IN 47629-0444

INVOICE NO: 2123
PAY APPLICATION NO: 3
PERIOD TO: 11/23/21
APPLICATION DATE: 11/23/21

MONTHLY PAY APPLICATION

TO: The City of Bloomington
Planning and Transportation De
PO Box 100
Bloomington, IN 47402

PROJECT: Bloomington Bus Stop

ITEM NO	DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	SCHEDULED VALUE	PREVIOUS QUANTITY	PREVIOUS AMOUNT	CURRENT QUANTITY	CURRENT AMOUNT	TO DATE QUANTITY	TO DATE AMOUNT	% COMP
A3-1	Construction Engineering	LS	1.00	3,000.00	3,000.00	1.00	3,000.00			1.00	3,000.00	100.00%
A3-2	Mobilization and Demobilization	LS	1.00	6,500.00	6,500.00	1.00	6,500.00			1.00	6,500.00	100.00%
A3-3	Compacted Aggregate No. 53	CYS	5.00	270.00	1,350.00	5.00	1,350.00			5.00	1,350.00	100.00%
A3-4	Asphalt Patching	SYS	11.00	225.00	2,475.00		0.00					0.00%
A3-4A	Sidewalk, Concrete Remove	SYS		325.00			0.00	.6	201.86	.6	201.86	0.00%
A3-5	Sidewalk, Concrete	SYS	23.00	350.00	8,050.00	23.00	8,050.00		-1,511.61	18.68	6,538.39	81.22%
A3-6	Curb, Remove	LFT	6.00	40.00	240.00	6.00	240.00	7.50	300.00	13.50	540.00	225.00%
A3-7	Curb, Concrete	LFT	45.00	66.00	2,970.00	45.00	2,970.00	5.00	330.00	50.00	3,300.00	111.11%
A3-8	Curb and Gutter, Concrete	LFT	18.00	53.00	954.00	18.00	954.00		-238.50	13.50	715.50	75.00%
A3-9	Topsoil	CYS	5.00	200.00	1,000.00	5.00	1,000.00			5.00	1,000.00	100.00%
A3-10	Mulched Seeding	SYS	48.00	18.00	864.00	48.00	864.00			48.00	864.00	100.00%
A3-11	Bus Stop Shelter	EACH	1.00	11,500.00	11,500.00	1.00	11,500.00			1.00	11,500.00	100.00%
A3-12	Maintaining Traffic	LS	1.00	8,500.00	8,500.00	1.00	8,500.00			1.00	8,500.00	100.00%
Alternate #3 Total					47,403.00		44,928.00		-918.25		44,009.75	92.84%

CONTRACT TOTAL: \$ 485,671.00

	CURRENT	TO DATE
TOTAL: \$	120,530.15	\$ 580,127.30
RETAINAGE: \$	6,026.50	\$ 29,006.38
LESS PREVIOUS BILLINGS:		\$ 436,617.27
CURRENT AMOUNT DUE: \$	114,503.65	\$ 114,503.65

PROJECT MANAGER

DATE



Board of Public Works Claim Register

Invoice Date Range 11/27/21 -
12/10/21

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	01 - white file folder labels		12/10/2021	2.25
6530 - Office Depot, INC	01 - (12) Sharpie fine point markers		12/10/2021	5.23
6530 - Office Depot, INC	01 - White file folder labels, Color Letter size File folders		12/10/2021	10.79
6530 - Office Depot, INC	01 -5 boxes of 9x12Clasped Envelopes		12/10/2021	29.85
6530 - Office Depot, INC	01 -Sticky notes, gel pens		12/10/2021	36.52
Account 52110 - Office Supplies Totals			Invoice 5 Transactions	<hr/> \$84.64
Account 52210 - Institutional Supplies				
4136 - C. Specialties, INC	01 - 8 oz. Preform food tray (10)		12/10/2021	352.90
313 - Fastenal Company	01 - cleaning and shelter supplies		12/10/2021	317.10
4586 - Hill's Pet Nutrition Sales, INC	01 - (4) bags of Adult Dog food, INV# 240647041		12/10/2021	55.44
4586 - Hill's Pet Nutrition Sales, INC	01 - 10 bags of Dog food and 8 bags of kitten food		12/10/2021	248.28
4574 - John Deere Financial (Rural King)	01-laundry soap-11/17/21		12/10/2021	31.96
4574 - John Deere Financial (Rural King)	01-litter-50 40lb bags pellet bedding-11/18/21		12/10/2021	249.50



Board of Public Works Claim Register

Invoice Date Range 11/27/21 -
12/10/21

4549 - Kroger Limited Partnership I	01-rabbit food-cilantro, celery, lettuce-11/16/21	12/10/2021	8.42
4633 - Midwest Veterinary Supply, INC	01 - Milk replacement, syringes, antifungal, Fluids	12/10/2021	243.82
4633 - Midwest Veterinary Supply, INC	01 - Flea and tick treatment for x-large dogs	12/10/2021	1,224.54
5819 - Synchrony Bank	01-Safety ear muffs	12/10/2021	13.98
4666 - Zoetis, INC	01 - (10 tubes) antibiotic eye Ointment	12/10/2021	141.10
Account 52210 - Institutional Supplies Totals		Invoice 11 Transactions	<hr/> \$2,887.04
Account 52310 - Building Materials and Supplies			
4633 - Midwest Veterinary Supply, INC	01 - kennel repair parts	12/10/2021	1,040.41
Account 52310 - Building Materials and Supplies Totals		Invoice 1 Transactions	<hr/> \$1,040.41
Account 52420 - Other Supplies			
9523 - Freedom Business Solutions, LLC	01 - Toner Cartridge for Laserjet Pro M404DN, INV# 12353	12/10/2021	105.99
Account 52420 - Other Supplies Totals		Invoice 1 Transactions	<hr/> \$105.99
Account 53130 - Medical			
54639 - Shake Veterinary Services, INC (Town & Country Vet	01 - surgeries, diagnostics, vet, inv# 170323	12/10/2021	836.90
Account 53130 - Medical Totals		Invoice 1 Transactions	<hr/> \$836.90
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 10/12-11/11/21- #287289748780X11192021	11/30/2021	218.94
Account 53210 - Telephone Totals		Invoice 1 Transactions	<hr/> \$218.94
Account 53220 - Postage			
4487 - PMB East, INC (PakMail)	01 - BOH Shipping	12/10/2021	22.82
Account 53220 - Postage Totals		Invoice 1 Transactions	<hr/> \$22.82



Board of Public Works Claim Register

Invoice Date Range 11/27/21 -
12/10/21

Account **53510 - Electrical Services**

223 - Duke Energy

19-CH/off site facilities-electric summary bill-10/7-11/5/21	BC 2010-23	11/30/2021	1,467.67
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Account 53510 - Electrical Services Totals	Invoice 1 Transactions	\$1,467.67
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Account **53650 - Other Repairs**

3980 - Robert Wyatt Thrasher III (Thrasher Landscape, INC)

01 - landscaping repair and replacement	12/10/2021	1,127.00
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Account 53650 - Other Repairs Totals	Invoice 1 Transactions	\$1,127.00
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Program 010000 - Main Totals	Invoice 23 Transactions	\$7,791.41
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Program **010001 - Donations Over \$5K**

Account **53130 - Medical**

6529 - BloomingPaws, LLC

01 - Daisy - heartworm treatment	12/10/2021	347.50
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3376 - Bloomington Pets Alive, INC

01-spay/neuter surgeries - 11/1-11/3/21 & 1 appt 11/9/21	12/10/2021	1,317.00
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3376 - Bloomington Pets Alive, INC

01-spay/neuter surgeries - 11/8-11/11/21	12/10/2021	1,662.00
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50771 - Bloomington Veterinary Medicine, PC

01 - Emergency Vet Visits and Other Diagnostics	12/10/2021	209.88
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175 - Monroe County Humane Association, INC

01 - diagnostics on Posh	12/10/2021	70.00
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Account 53130 - Medical Totals	Invoice 5 Transactions	\$3,606.38
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Program 010001 - Donations Over \$5K Totals	Invoice 5 Transactions	\$3,606.38
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Department 01 - Animal Shelter Totals	Invoice 28 Transactions	\$11,397.79
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Department **02 - Public Works**

Program **020000 - Main**

Account **52420 - Other Supplies**

5819 - Synchrony Bank

02 Phone case for Director	12/10/2021	80.99
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Board of Public Works Claim Register

Invoice Date Range 11/27/21 -
12/10/21

Account 52420 - Other Supplies Totals		Invoice 1 Transactions	\$80.99
Account 53170 - Mgt. Fee, Consultants, and Workshops			
6762 - Springpoint Architects, P.C.	02-COB Office Space Analysis Project	BC 2021-83 12/10/2021	12,030.00
7905 - IMS Infrastructure Management Services, LLC	20-Asset management data collection services	BC 2021-81 12/10/2021	986.59
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice 2 Transactions	\$13,016.59
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 10/12-11/11/21- #287289748780X11192021	11/30/2021	83.48
Account 53210 - Telephone Totals		Invoice 1 Transactions	\$83.48
Account 53990 - Other Services and Charges			
7905 - IMS Infrastructure Management Services, LLC	20-Asset management data collection services	BC 2021-81 12/10/2021	10,124.01
Account 53990 - Other Services and Charges Totals		Invoice 1 Transactions	\$10,124.01
Program 020000 - Main Totals		Invoice 5 Transactions	\$23,305.07
Department 02 - Public Works Totals		Invoice 5 Transactions	\$23,305.07
Department 03 - City Clerk			
Program 030000 - Main			
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 10/12-11/11/21- #287297421132X11192021	11/30/2021	122.85
Account 53210 - Telephone Totals		Invoice 1 Transactions	\$122.85
Program 030000 - Main Totals		Invoice 1 Transactions	\$122.85
Department 03 - City Clerk Totals		Invoice 1 Transactions	\$122.85
Department 04 - Economic & Sustainable Dev			



Board of Public Works Claim Register

Invoice Date Range 11/27/21 -
12/10/21

Program **040000 - Main**

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 10/12-11/11/21-
#287297421132X11192021

11/30/2021 40.95

Account **53210 - Telephone** Totals

Invoice 1
Transactions

\$40.95

Program **040000 - Main** Totals

Invoice 1
Transactions

\$40.95

Department **04 - Economic & Sustainable Dev** Totals

Invoice 1
Transactions

\$40.95

Department **07 - Engineering**

Program **070000 - Main**

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 10/12-11/11/21-
#287297421132X11192021

11/30/2021 347.07

Account **53210 - Telephone** Totals

Invoice 1
Transactions

\$347.07

Account **53910 - Dues and Subscriptions**

2871 - International Municipal Signal Association (IMSA)

07-2022 Membership Dues-
Aten/Kehrberg/Smethurst/White

12/10/2021 320.00

Account **53910 - Dues and Subscriptions** Totals

Invoice 1
Transactions

\$320.00

Account **54110 - Land Purchase**

Bloomington Roller Rink, LLC

07-ROW 17th St MU Path-DES 1900402-Parcel 1

12/10/2021 26,550.00

Gooldy & Sons, Inc.

07-ROW 17th St MU Path-DES 1900402-Parcel 2

12/10/2021 14,900.00

John W. Railing & Mary P. Railing

07-ROW 17th St MU Path-DES 1900402-Parcel 25-Fee
Simple/Temp

12/10/2021 2,930.00

Michael G. Donham & Julia A. Donham

07-ROW 17th St MU Path-DES 1900402-Parcel 39-Fee
Simple/Temp

12/10/2021 1,160.00

Shannon K. Moore

07-ROW 17th St MU Path-DES 1900402-Parcel 37-Fee
Simple/Temp

12/10/2021 30,440.00

Thomas J. Haggerty & Cathy Lynn Haggerty

07-ROW 17th St MU Path-DES 1900402-Parcel 6

12/10/2021 13,685.00



Board of Public Works Claim Register

Invoice Date Range 11/27/21 -
12/10/21

Account **54110 - Land Purchase** Totals

Invoice 6
Transactions \$89,665.00

Program **070000 - Main** Totals

Invoice 8
Transactions \$90,332.07

Department **07 - Engineering** Totals

Invoice 8
Transactions \$90,332.07

Department **09 - CFRD**

Program **090000 - Main**

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 10/12-11/11/21-
#287297421132X11192021

11/30/2021 40.95

Account **53210 - Telephone** Totals

Invoice 1
Transactions \$40.95

Account **53640 - Hardware and Software Maintenance**

53442 - Paragon Micro, INC

09-Adobe Acrobat Pro - M. Parr-Scott

12/10/2021 404.99

Account **53640 - Hardware and Software Maintenance** Totals

Invoice 1
Transactions \$404.99

Account **53910 - Dues and Subscriptions**

932 - Indiana Assoc for Community (Prosperity Indiana)

09-Membership renewal-B. Calender-Anderson

12/10/2021 500.00

Account **53910 - Dues and Subscriptions** Totals

Invoice 1
Transactions \$500.00

Program **090000 - Main** Totals

Invoice 3
Transactions \$945.94

Department **09 - CFRD** Totals

Invoice 3
Transactions \$945.94

Department **10 - Legal**

Program **100000 - Main**

Account **53120 - Special Legal Services**

50587 - Barnes & Thornburg LLP

10 legal services Blgtn Hospital Reuse

12/10/2021 2,096.00

7107 - Jawn J Bauer (Bauer & Densford)

10 legal services Jones case 48838

12/10/2021 117.50



Board of Public Works Claim Register

Invoice Date Range 11/27/21 -
12/10/21

7963 - Jeffrey A Belkin (Jeffrey A Belkin LLC)	10 legal services Belkin 0`-1`-0001-4550	12/10/2021	4,045.00
19660 - Bose McKinney & Evans, LLP	10 legal service BME 808728 Annexation	12/10/2021	1,260.00
6891 - Gatehouse Media Indiana Holdings	10 ANNEXATION REMONSTRANCE NOTICE PUBLICATION	12/10/2021	1,398.60
608 - Krieg Devault, LLP	10 legal services KD 516985 mo. service 2022 employ lob	12/10/2021	2,715.00
	Account 53120 - Special Legal Services Totals	Invoice 6 Transactions	\$11,632.10
	Program 100000 - Main Totals	Invoice 6 Transactions	\$11,632.10
	Department 10 - Legal Totals	Invoice 6 Transactions	\$11,632.10
Department 11 - Mayor's Office			
Program 110000 - Main			
Account 47110 - Miscellaneous			
5819 - Synchrony Bank	11 -Computer supplies	12/10/2021	83.99
	Account 47110 - Miscellaneous Totals	Invoice 1 Transactions	\$83.99
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 10/11-11/11/21-Inv. 287287430216X11192021	11/30/2021	114.41
	Account 53210 - Telephone Totals	Invoice 1 Transactions	\$114.41
Account 53910 - Dues and Subscriptions			
53442 - Paragon Micro, INC	11 -Sept Invoice Cloud Computing	12/10/2021	9.16
53442 - Paragon Micro, INC	11 -Oct Invoice Cloud Computing	12/10/2021	9.16
	Account 53910 - Dues and Subscriptions Totals	Invoice 2 Transactions	\$18.32
Account 53990 - Other Services and Charges			
7149 - Namify, LLC	11 - Name badges	12/10/2021	47.35



Board of Public Works Claim Register

Invoice Date Range 11/27/21 -
12/10/21

Account **53990 - Other Services and Charges** Totals

Invoice 1
Transactions \$47.35

Program **110000 - Main** Totals

Invoice 5
Transactions \$264.07

Department **11 - Mayor's Office** Totals

Invoice 5
Transactions \$264.07

Department **12 - Human Resources**

Program **120000 - Main**

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 10/12-11/11/21-
#287297421132X11192021

11/30/2021 23.90

Account **53210 - Telephone** Totals

Invoice 1
Transactions \$23.90

Account **53990 - Other Services and Charges**

5444 - Tyler Technologies, INC

12-open enrollment training \$1400.00

12/10/2021 1,400.00

Account **53990 - Other Services and Charges** Totals

Invoice 1
Transactions \$1,400.00

Program **120000 - Main** Totals

Invoice 2
Transactions \$1,423.90

Department **12 - Human Resources** Totals

Invoice 2
Transactions \$1,423.90

Department **13 - Planning**

Program **130000 - Main**

Account **43310 - Application Fee**

Glenda Murray

13-refund HO filing fee-V-27-21-500 W. 7th St-(MCCSC
proj)

12/10/2021 500.00

Walnut Pike Development, LLC

13-refund PC filing fee-DP-20-21-3111 S. Walnut St Pk

12/10/2021 1,125.00

Account **43310 - Application Fee** Totals

Invoice 2
Transactions \$1,625.00

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 10/12-11/11/21-
#287297421132X11192021

11/30/2021 409.50



Board of Public Works Claim Register

Invoice Date Range 11/27/21 -
12/10/21

Account **53210 - Telephone** Totals

Invoice 1
Transactions \$409.50

Program **130000 - Main** Totals

Invoice 3
Transactions \$2,034.50

Department **13 - Planning** Totals

Invoice 3
Transactions \$2,034.50

Department **19 - Facilities Maintenance**

Program **190000 - Main**

Account **52310 - Building Materials and Supplies**

651 - Engraving & Stamp Center, INC	19-Name Plates for suites in City Hall	12/10/2021	104.99
177 - Indiana Oxygen Company, INC	19- small acetylene & HP, INV# 9791672	12/10/2021	39.68
293 - J&S Locksmith Shop, INC	19-Easy to start trimmer for facilities	12/10/2021	175.99
293 - J&S Locksmith Shop, INC	19-Repair of Weed Eater, Inv# 230444	12/10/2021	56.50
395 - Kirby Risk Corp	19- 18 Watt Bollard Led Light 3000K for City Hall	12/10/2021	102.12
394 - Kleindorfer Hardware & Variety	19- 6 big Gap Filler for City Hall, INV# 718708	12/10/2021	29.94
394 - Kleindorfer Hardware & Variety	19- water hose, 3 spray paints, shower rod bracket, 4 50' power	12/10/2021	244.07
Account 52310 - Building Materials and Supplies Totals		Invoice 7 Transactions	<u>\$753.29</u>

Account **52420 - Other Supplies**

9523 - Freedom Business Solutions, LLC	19-Laser Printer for JD Boruff; INV# 12344	12/10/2021	539.99
5819 - Synchrony Bank	19 Downtown equipment repair parts	12/10/2021	18.39
798 - Winters Associates Promotional Products, INC	19-Safety Vests for Brighten Btown Crew, INV# 113950	12/10/2021	156.69
Account 52420 - Other Supplies Totals		Invoice 3 Transactions	<u>\$715.07</u>

Account **52430 - Uniforms and Tools**

19171 - Aramark Uniform & Career Apparel Group, INC	19 - Pants for Flake and Smith, INV# 001825065076	BC 2009-52	12/10/2021	35.43
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Board of Public Works Claim Register

Invoice Date Range 11/27/21 -
12/10/21

19171 - Aramark Uniform & Career Apparel Group, INC	19-Uniform Pants for Flake and Smith, INV# 001825057199	BC 2009-52	12/10/2021	35.43
19171 - Aramark Uniform & Career Apparel Group, INC	19- Uniforms for Russell and Chris	BC 2009-52	12/10/2021	30.43
798 - Winters Associates Promotional Products, INC	19-Shirts for Facilities Staff, Inv# 113951		12/10/2021	135.06
Account 52430 - Uniforms and Tools Totals		Invoice 4 Transactions		<hr/> \$236.35
Account 53140 - Exterminator Services				
51538 - Economy Termite & Pest Control, INC	19- Monthly Pest Control for Counsel Office, Inv# 44896	BC 2020-84	12/10/2021	75.00
Account 53140 - Exterminator Services Totals		Invoice 1 Transactions		<hr/> \$75.00
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	06-cell phone chgs 10/12-11/11/21- #287289748780X11192021		11/30/2021	166.96
Account 53210 - Telephone Totals		Invoice 1 Transactions		<hr/> \$166.96
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-10/7-11/5/21	BC 2018-03	11/30/2021	11,320.11
Account 53510 - Electrical Services Totals		Invoice 1 Transactions		<hr/> \$11,320.11
Account 53610 - Building Repairs				
32 - Cassady Electrical Contractors, INC	19-Replaced Ballast and Lamps in Bathroom Lights City Hall	BC 2020-78	12/10/2021	255.00
321 - Harrell Fish, INC (HFI)	19- November 2021 Quarterly Planned Maintenance at City Hall	BC 2020-75	12/10/2021	1,968.00
321 - Harrell Fish, INC (HFI)	19- Control System not responding - found work around	BC 2020-75	12/10/2021	681.00
1537 - Indiana Door & Hardware Specialties, INC	19 - 19-AB5 Key & AD4 Key	BC 2021-22	12/10/2021	12.00
7402 - Nature's Way, INC	19- Plant Maintenance for City Hall for Oct 2021, INV# 54666	BC 2021-43	12/10/2021	353.43
Account 53610 - Building Repairs Totals		Invoice 5 Transactions		<hr/> \$3,269.43
Program 190000 - Main Totals		Invoice 22 Transactions		<hr/> \$16,536.21



Board of Public Works Claim Register

Invoice Date Range 11/27/21 -
12/10/21
Invoice 22 \$16,536.21

Department **19 - Facilities Maintenance** Totals

Invoice 22
Transactions

Department **28 - ITS**

Program **280000 - Main**

Account **52110 - Office Supplies**

5819 - Synchrony Bank

28 - Five packs Pilot Precise pens - red, black, blue 12/10/2021 44.01

5819 - Synchrony Bank

28 - Whiteboard & dry erase markers/erasers - Kelly Murphy 12/10/2021 66.79

Account **52110 - Office Supplies** Totals

Invoice 2
Transactions \$110.80

Account **52420 - Other Supplies**

6530 - Office Depot, INC

28 - Magenta/cyan ink cartridge 12/10/2021 94.83

5819 - Synchrony Bank

28 - Desk lamp for Cass Dehart's desk 12/10/2021 34.97

Account **52420 - Other Supplies** Totals

Invoice 2
Transactions \$129.80

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 10/12-11/11/21-
#287289748780X11192021 11/30/2021 621.59

13969 - AT&T Mobility II, LLC

06-cell phone chgs 10/12-11/11/21-
#287297421132X11192021 11/30/2021 79.90

Account **53210 - Telephone** Totals

Invoice 2
Transactions \$701.49

Account **53230 - Travel**

7929 - Desiree King

28-per diem reimb-Chicago Adm Prof. Conf-9/18-
9/23/21 12/10/2021 161.00

Account **53230 - Travel** Totals

Invoice 1
Transactions \$161.00

Account **53640 - Hardware and Software Maintenance**

53442 - Paragon Micro, INC

28 - VMware Support & Sub. Production 11/19/21-
11/18/22 12/10/2021 7,506.75

53442 - Paragon Micro, INC

28-Veeam Backup & Replication license & support-
12/8/21-12/7/22 12/10/2021 10,148.85



Board of Public Works Claim Register

Invoice Date Range 11/27/21 - 12/10/21

5444 - Tyler Technologies, INC	28 - New World ERP Core System/Modules renewal - ITS portion	12/10/2021	31,807.59
5444 - Tyler Technologies, INC	28 - EnerGov Community Development Maintenance	12/10/2021	60,270.00
Account 53640 - Hardware and Software Maintenance Totals		Invoice 4 Transactions	<hr/> \$109,733.19
Account 53910 - Dues and Subscriptions			
4622 - Momentive INC.	28 - Power User Bundle annual subscription 10/30/21-10/29/22	12/10/2021	7,000.00
53442 - Paragon Micro, INC	28 - Adobe Acrobat Pro - Mike Stewart	12/10/2021	409.99
53442 - Paragon Micro, INC	28 - One Microsoft Power BI license	12/10/2021	9.16
Account 53910 - Dues and Subscriptions Totals		Invoice 3 Transactions	<hr/> \$7,419.15
Account 54420 - Purchase of Equipment			
53442 - Paragon Micro, INC	28 - Laptop, dock, & case - Mike Arnold	12/10/2021	2,058.97
53442 - Paragon Micro, INC	28 - Laptop, dock, & case - Eddie Wright	12/10/2021	2,058.97
5819 - Synchrony Bank	28 - 4-port USB hub adapter - Linda Thompson	12/10/2021	14.99
Account 54420 - Purchase of Equipment Totals		Invoice 3 Transactions	<hr/> \$4,132.93
Program 280000 - Main Totals		Invoice 17 Transactions	<hr/> \$122,388.36
Department 28 - ITS Totals		Invoice 17 Transactions	<hr/> \$122,388.36
Fund 101 - General Fund (S0101) Totals		Invoice 101 Transactions	<hr/> \$280,423.81
Fund 103 - Restricted Donations(ord 05-17)			
Account 20010 - Account Payables			
54639 - Shake Veterinary Services, INC (Town & Country Vet	01 - Tonka #3985 Wound care	12/10/2021	.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-vet services (Wound Care)	12/10/2021	.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01 - surgeries, diagnostics, vet, inv# 170323	12/10/2021	.00



Board of Public Works Claim Register

Invoice Date Range 11/27/21 -
12/10/21

Account **20010 - Account Payables** Totals

Invoice 3
Transactions

\$0.00

Department **06 - Controller's Office**

Program **400101 - Animal Medical Services**

Account **53130 - Medical**

54639 - Shake Veterinary Services, INC (Town & Country Vet	01 - Tonka #3985 Wound care	12/10/2021	21.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-vet services (Wound Care)	12/10/2021	21.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01 - surgeries, diagnostics, vet, inv# 170323	12/10/2021	671.32

Account **53130 - Medical** Totals

Invoice 3
Transactions

\$713.32

Program **400101 - Animal Medical Services** Totals

Invoice 3
Transactions

\$713.32

Department **06 - Controller's Office** Totals

Invoice 3
Transactions

\$713.32

Fund **103 - Restricted Donations(ord 05-17)** Totals

Invoice 6
Transactions

\$713.32

Fund **249 - Grants Non Approp**

Department **06 - Controller's Office**

Program **G19014 - IU Health Range Rd Reconst**

Account **54510 - Other Capital Outlays**

249 - Crider And Crider, INC	07-E. Discovery Parkway-BC-2021-27-CN-6/11-9/28/21- BC 2021-27 App 1	12/10/2021	203,444.32
18844 - First Financial Bank, N.A.	07-E. Discovery Parkway-BC-2021-27-CN-6/11-9/28/21- BC 2021-27 App 1	12/10/2021	20,777.42
5637 - Shrewsberry & Associates, LLC	07-Discovery Parkway (BC-2021-24-CE)-serv thru 10/30/21	BC 2021-24 12/10/2021	2,324.95

Account **54510 - Other Capital Outlays** Totals

Invoice 3
Transactions

\$226,546.69

Program **G19014 - IU Health Range Rd Reconst** Totals

Invoice 3
Transactions

\$226,546.69

Department **06 - Controller's Office** Totals

Invoice 3
Transactions

\$226,546.69



Board of Public Works Claim Register

Invoice Date Range 11/27/21 -
12/10/21
Invoice 3
Transactions \$226,546.69

Fund **249 - Grants Non Approp** Totals

Fund **401 - Non-Reverting Telecom (\$1146)**

Department **25 - Telecommunications**

Program **254000 - Infrastructure**

Account **53750 - Rentals - Other**

12283 - Smithville Communications

28-401 N Morton-Internet serv/telecom hotel-DEC 2021-inc temp FD	11/30/2021	1,614.27
Account 53750 - Rentals - Other Totals	Invoice 1 Transactions	<u>\$1,614.27</u>

Account **54420 - Purchase of Equipment**

5534 - Presidio Holdings, INC

25 - Network Refresh Phase II - SFPs	12/10/2021	20,401.01
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5534 - Presidio Holdings, INC

25 - Network Refresh Phase II - APs and licenses	12/10/2021	18,285.00
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Account 54420 - Purchase of Equipment Totals	Invoice 2 Transactions	<u>\$38,686.01</u>
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Account **54450 - Equipment**

6222 - Apple, INC

25 - CapR Macbook and Apple Care - Adam Butcher	12/10/2021	2,978.00
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Account 54450 - Equipment Totals	Invoice 1 Transactions	<u>\$2,978.00</u>
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Program 254000 - Infrastructure Totals	Invoice 4 Transactions	<u>\$43,278.28</u>
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Program **256000 - Services**

Account **53150 - Communications Contract**

4170 - Comcast Cable Communications, INC

25-3550 N Kinser Pike-internet-11/27-12/26/21	11/30/2021	108.35
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4170 - Comcast Cable Communications, INC

25-401 N Morton-Internet Services December 2021	11/30/2021	183.40
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12283 - Smithville Communications

28-401 N Morton-Internet serv/telecom hotel-DEC 2021-inc temp FD	11/30/2021	1,375.00
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Account 53150 - Communications Contract Totals	Invoice 3 Transactions	<u>\$1,666.75</u>
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Board of Public Works Claim Register

Invoice Date Range 11/27/21 -
12/10/21

Program 256000 - Services Totals	Invoice 3	\$1,666.75
	Transactions	
Department 25 - Telecommunications Totals	Invoice 7	\$44,945.03
	Transactions	
Fund 401 - Non-Reverting Telecom (S1146) Totals	Invoice 7	\$44,945.03
	Transactions	

Fund **450 - Local Road and Street(S0706)**

Department **20 - Street**

Program **200000 - Main**

Account **53990 - Other Services and Charges**

290 - James H Drew, Corporation

20-Services for damaged signal pole @ Jordan & Atwater	12/10/2021	1,083.24
Account 53990 - Other Services and Charges Totals	Invoice 1	\$1,083.24
	Transactions	
Program 200000 - Main Totals	Invoice 1	\$1,083.24
	Transactions	
Department 20 - Street Totals	Invoice 1	\$1,083.24
	Transactions	
Fund 450 - Local Road and Street(S0706) Totals	Invoice 1	\$1,083.24
	Transactions	

Fund **451 - Motor Vehicle Highway(S0708)**

Department **20 - Street**

Program **200000 - Main**

Account **52210 - Institutional Supplies**

5819 - Synchrony Bank

20-Hand sanitizer for office area/Street	12/10/2021	17.13
Account 52210 - Institutional Supplies Totals	Invoice 1	\$17.13
	Transactions	

Account **52420 - Other Supplies**

4150 - Alexander's LLC

20-Brake control for unit #421	12/10/2021	95.00
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409 - Black Lumber Co. INC

20-Leafing-hearing protector-11/22/21	12/10/2021	16.99
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Board of Public Works Claim Register

Invoice Date Range 11/27/21 -
12/10/21

455 - Industrial Service & Supply, INC	20-Supplies for salt brine machine-clamp, cam-lock	12/10/2021	98.50
455 - Industrial Service & Supply, INC	20-Brine machine supplies-suction hose, clamp, cam-lock	12/10/2021	157.48
455 - Industrial Service & Supply, INC	20-Brine machine supplies (adapter hose)	12/10/2021	208.70
Account 52420 - Other Supplies Totals		Invoice 5 Transactions	<hr/> \$576.67
Account 53130 - Medical			
231 - IU Health OCC Health Services	20-T. Wellman-DS DOT 5 Panel E Screen-10/13/21	12/10/2021	47.00
Account 53130 - Medical Totals		Invoice 1 Transactions	<hr/> \$47.00
Account 53150 - Communications Contract			
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	20-Monthly Radio Services for vehicles-November 2021	12/10/2021	2,321.25
Account 53150 - Communications Contract Totals		Invoice 1 Transactions	<hr/> \$2,321.25
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 10/12-11/11/21- #287289748780X11192021	11/30/2021	165.76
13969 - AT&T Mobility II, LLC	06-cell phone chgs 10/12-11/11/21- #287297421132X11192021	11/30/2021	42.50
Account 53210 - Telephone Totals		Invoice 2 Transactions	<hr/> \$208.26
Account 53510 - Electrical Services			
223 - Duke Energy	19-CH/off site facilities-electric summary bill-10/7-11/5/21	BC 2010-23 11/30/2021	199.34
Account 53510 - Electrical Services Totals		Invoice 1 Transactions	<hr/> \$199.34
Account 53610 - Building Repairs			
32 - Cassady Electrical Contractors, INC	20-SA Repair light under awnings	BC 2020-78 12/10/2021	687.14
Account 53610 - Building Repairs Totals		Invoice 1 Transactions	<hr/> \$687.14
Account 53730 - Machinery and Equipment Rental			



Board of Public Works Claim Register

Invoice Date Range 11/27/21 - 12/10/21

351 - Young Trucking, INC	20-Trucking Rental Services-Olcott Park-10/27/21		12/10/2021	1,525.00
351 - Young Trucking, INC	20-Credit for Inv#111054 hauling services		12/10/2021	(550.00)
Account 53730 - Machinery and Equipment Rental Totals			Invoice 2 Transactions	\$975.00
Account 53910 - Dues and Subscriptions				
2871 - International Municipal Signal Association (IMSA)	20-2022 IMSA Membership Dues Tier 3-Bitner/Henson/Love/VanDevent		12/10/2021	320.00
Account 53910 - Dues and Subscriptions Totals			Invoice 1 Transactions	\$320.00
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-11/17/21	BC 2009-52	12/10/2021	11.93
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-11/17/21		12/10/2021	34.28
Account 53920 - Laundry and Other Sanitation Services Totals			Invoice 2 Transactions	\$46.21
Account 53990 - Other Services and Charges				
6152 - K&S Rolloff, INC	20-Rolloff Service Fee for sweeper dump containers-10/7/21		12/10/2021	400.00
Account 53990 - Other Services and Charges Totals			Invoice 1 Transactions	\$400.00
Program 200000 - Main Totals			Invoice 18 Transactions	\$5,798.00
Department 20 - Street Totals			Invoice 18 Transactions	\$5,798.00
Fund 451 - Motor Vehicle Highway(S0708) Totals			Invoice 18 Transactions	\$5,798.00
Fund 452 - Parking Facilities(S9502)				
Department 26 - Parking				
Program 260000 - Main				
Account 52110 - Office Supplies				
54940 - Victor Stanley, INC	26-Ironsites Trashcans for 4th Street Garage		12/10/2021	20,199.00



Board of Public Works Claim Register

Invoice Date Range 11/27/21 -
12/10/21
Invoice 1
Transactions \$20,199.00

Account **52110 - Office Supplies** Totals

Account **52310 - Building Materials and Supplies**

394 - Kleindorfer Hardware & Variety	26-6 padlocks for Parking Facilities	12/10/2021	56.94
394 - Kleindorfer Hardware & Variety	26-Battery charger & 6 masterlocks for Parking Facilities	12/10/2021	93.93
Account 52310 - Building Materials and Supplies Totals			Invoice 2 Transactions
			\$150.87

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 10/12-11/11/21- #287289748780X11192021	11/30/2021	13.91
13969 - AT&T Mobility II, LLC	06-cell phone chgs 10/12-11/11/21- #287297421132X11192021	11/30/2021	122.85
Account 53210 - Telephone Totals			Invoice 2 Transactions
			\$136.76

Account **53510 - Electrical Services**

223 - Duke Energy	19-CH/off site facilities-electric summary bill-10/7- 11/5/21	BC 2010-23	11/30/2021	2,471.48
Account 53510 - Electrical Services Totals			Invoice 1 Transactions	\$2,471.48

Account **53610 - Building Repairs**

393 - Kone INC	26-Mat caught in Elevator door, Removed Mat and Elevator tested	BC 2021-58	12/10/2021	2,265.40
393 - Kone INC	26 - replaced broken car door rollers, rehung door	BC 2021-58	12/10/2021	3,809.15
Account 53610 - Building Repairs Totals			Invoice 2 Transactions	\$6,074.55

Account **53640 - Hardware and Software Maintenance**

3397 - Evens Time, INC	26- Repair of entry gate at Walnut Street Garage	12/10/2021	380.00	
3397 - Evens Time, INC	26-Parker Technology, 24/7/365 Enhanced Call Center Service	BC 2021-46	12/10/2021	8,946.67
Account 53640 - Hardware and Software Maintenance Totals			Invoice 2 Transactions	<hr/> \$9,326.67

Account **53650 - Other Repairs**



Board of Public Works Claim Register

Invoice Date Range 11/27/21 -
12/10/21
2,300.00

32 - Cassady Electrical Contractors, INC

26-Wiring for Trades District, INV# 26546

BC 2020-78 12/10/2021

Account **53650 - Other Repairs** Totals

Invoice 1 \$2,300.00

Transactions

Program **260000 - Main** Totals

Invoice 11 \$40,659.33

Transactions

Department **26 - Parking** Totals

Invoice 11 \$40,659.33

Transactions

Fund **452 - Parking Facilities(S9502)** Totals

Invoice 11 \$40,659.33

Transactions

Fund **454 - Alternative Transport(S6301)**

Department **05 - Common Council**

Program **050000 - Main**

Account **54310 - Improvements Other Than Building**

18844 - First Financial Bank, N.A.

05-Maxwell ST SW-BC-2020-92-CN-8/13-9/8/21-App 3

12/10/2021 2,385.68

6754 - John M Simpson (Monroe LLC)

05-Maxwell ST SW-BC-2020-92-CN-8/13-9/8/21-App 3

12/10/2021 31,828.02

Account **54310 - Improvements Other Than Building** Totals

Invoice 2 \$34,213.70

Transactions

Program **050000 - Main** Totals

Invoice 2 \$34,213.70

Transactions

Department **05 - Common Council** Totals

Invoice 2 \$34,213.70

Transactions

Department **26 - Parking**

Program **260000 - Main**

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 10/12-11/11/21-
#287289748780X11192021

11/30/2021 13.92

13969 - AT&T Mobility II, LLC

06-cell phone chgs 10/12-11/11/21-
#287297421132X11192021

11/30/2021 40.95

Account **53210 - Telephone** Totals

Invoice 2 \$54.87

Transactions

Program **260000 - Main** Totals

Invoice 2 \$54.87

Transactions



Board of Public Works Claim Register

Invoice Date Range 11/27/21 -
12/10/21

Department **26 - Parking** Totals
Fund **454 - Alternative Transport(S6301)** Totals

Invoice 2	\$54.87
Transactions	
Invoice 4	\$34,268.57
Transactions	

Fund **455 - Parking Meter Fund(S2141)**

Department **26 - Parking**

Program **260000 - Main**

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 10/12-11/11/21-
#287289748780X11192021

11/30/2021	13.91
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13969 - AT&T Mobility II, LLC

06-cell phone chgs 10/12-11/11/21-
#287297421132X11192021

11/30/2021	40.95
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Account **53210 - Telephone** Totals

Invoice 2	\$54.86
Transactions	

Program **260000 - Main** Totals

Invoice 2	\$54.86
Transactions	

Department **26 - Parking** Totals

Invoice 2	\$54.86
Transactions	

Fund **455 - Parking Meter Fund(S2141)** Totals

Invoice 2	\$54.86
Transactions	

Fund **456 - MVH Restricted**

Department **20 - Street**

Program **200000 - Main**

Account **52340 - Other Repairs and Maintenance**

313 - Fastenal Company

20-Impact Wrench & electrical tape for traffic signal
repairs

12/10/2021	396.45
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Account **52340 - Other Repairs and Maintenance** Totals

Invoice 1	\$396.45
Transactions	

Account **52420 - Other Supplies**

336 - Southside Rental Center, INC

20-Propane for Paving Crew-4/12/19

12/10/2021	32.13
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Account **52420 - Other Supplies** Totals

Invoice 1	\$32.13
Transactions	



Board of Public Works Claim Register

Invoice Date Range 11/27/21 -
12/10/21

Program 200000 - Main Totals	Invoice 2	\$428.58
	Transactions	
Department 20 - Street Totals	Invoice 2	\$428.58
	Transactions	
Fund 456 - MVH Restricted Totals	Invoice 2	\$428.58
	Transactions	

Fund **600 - Cumulative Cap Imprv(CIG)(S2379)**

Department **02 - Public Works**

Program **020000 - Main**

Account **52330 - Street , Alley, and Sewer Material**

19278 - Milestone Contractors, LP	20-surface-Ballantine/patching-35.62 tons-11/1-11/2/21	BC 2020-78	12/10/2021	145.35
	Account 52330 - Street , Alley, and Sewer Material Totals		Invoice 1	\$145.35
			Transactions	
	Program 020000 - Main Totals		Invoice 1	\$145.35
			Transactions	
	Department 02 - Public Works Totals		Invoice 1	\$145.35
			Transactions	
	Fund 600 - Cumulative Cap Imprv(CIG)(S2379) Totals		Invoice 1	\$145.35
			Transactions	

Fund **601 - Cumulative Capital Devlp(S2391)**

Department **02 - Public Works**

Program **020000 - Main**

Account **52330 - Street , Alley, and Sewer Material**

19278 - Milestone Contractors, LP	20-surface-Allendale/patching-16.29 tons-11/1/21	BC 2020-78	12/10/2021	773.78
19278 - Milestone Contractors, LP	20-surface-Ballantine/patching-35.62 tons-11/1-11/2/21	BC 2020-78	12/10/2021	1,546.61
19278 - Milestone Contractors, LP	20-Millings credit for asphalt-October 2021	BC 2020-78	12/10/2021	(636.90)
	Account 52330 - Street , Alley, and Sewer Material Totals		Invoice 3	\$1,683.49
			Transactions	
	Program 020000 - Main Totals		Invoice 3	\$1,683.49
			Transactions	



Board of Public Works Claim Register

Invoice Date Range 11/27/21 -
12/10/21

Department 02 - Public Works Totals	Invoice 3	\$1,683.49
Fund 601 - Cumulative Capital Devlp(S2391) Totals	Transactions	
	Invoice 3	\$1,683.49
	Transactions	

Fund **730 - Solid Waste (S6401)**

Department **16 - Sanitation**

Program **160000 - Main**

Account **52110 - Office Supplies**

5103 - Staples Contract & Commercial, INC	16-clipboards, desk pad calendars, pens, rubberbands	12/10/2021	157.78
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Account 52110 - Office Supplies Totals	Invoice 1	\$157.78
	Transactions	

Account **52230 - Garage and Motor Supplies**

476 - Southern Indiana Parts, INC (Napa Auto Parts)	16-lithium grease for trucks	12/10/2021	136.92
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Account 52230 - Garage and Motor Supplies Totals	Invoice 1	\$136.92
	Transactions	

Account **52420 - Other Supplies**

409 - Black Lumber Co. INC	16-AAA batteries for radio controllers-11/22/21	12/10/2021	4.99
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394 - Kleindorfer Hardware & Variety	16-tool set for routeware maintenance	12/10/2021	15.98
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5103 - Staples Contract & Commercial, INC	16-credit issue for returns-Inv. #3490444725	12/10/2021	(148.00)
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5103 - Staples Contract & Commercial, INC	16-credit issue for returns-Inv. #3490444725	12/10/2021	(6.60)
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Account 52420 - Other Supplies Totals	Invoice 4	(\$133.63)
	Transactions	

Account **53140 - Exterminator Services**

51538 - Economy Termite & Pest Control, INC	16-Monthly Pest Control for Sanitation Dept.	BC 2020-84 12/10/2021	125.00
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Account 53140 - Exterminator Services Totals	Invoice 1	\$125.00
	Transactions	

Account **53210 - Telephone**



Board of Public Works Claim Register

Invoice Date Range 11/27/21 -
12/10/21

13969 - AT&T Mobility II, LLC	06-cell phone chgs 10/12-11/11/21- #287289748780X11192021	11/30/2021	41.74
13969 - AT&T Mobility II, LLC	06-cell phone chgs 10/12-11/11/21- #287297421132X11192021	11/30/2021	419.36
Account 53210 - Telephone Totals		Invoice 2 Transactions	<hr/> \$461.10

Account **53510 - Electrical Services**

223 - Duke Energy	19-CH/off site facilities-electric summary bill-10/7- 11/5/21	BC 2010-23	11/30/2021	120.26
Account 53510 - Electrical Services Totals		Invoice 1 Transactions		<hr/> \$120.26

Account **53920 - Laundry and Other Sanitation Services**

19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-11/10/21		12/10/2021	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-11/10/21	BC 2009-52	12/10/2021	7.84
Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 2 Transactions		<hr/> \$31.10

Account **53950 - Landfill**

52226 - Hoosier Transfer Station-3140	16-recycling fees-11/1-11/15/21		12/10/2021	4,241.13
52226 - Hoosier Transfer Station-3140	16-trash disposal fees-11/1-11/15/21		12/10/2021	16,178.43
Account 53950 - Landfill Totals		Invoice 2 Transactions		<hr/> \$20,419.56
Program 160000 - Main Totals		Invoice 14 Transactions		<hr/> \$21,318.09
Department 16 - Sanitation Totals		Invoice 14 Transactions		<hr/> \$21,318.09
Fund 730 - Solid Waste (S6401) Totals		Invoice 14 Transactions		<hr/> \$21,318.09

Fund **800 - Risk Management(S0203)**

Department **10 - Legal**

Program **100000 - Main**

Account **52430 - Uniforms and Tools**



Board of Public Works Claim Register

Invoice Date Range 11/27/21 -
12/10/21

8613 - Crane's Leather & Shoe Shop, INC	10 Crane's safety shoes 6625 Douglas	12/10/2021	90.00
327 - Hoosier Workwear Outlet, INC	10 Safety shoes HWW 364271	12/10/2021	100.00
1548 - Safety Shoe Distributors, INC	10 ssd winter clothing	12/10/2021	6,780.87
	Account 52430 - Uniforms and Tools Totals	Invoice 3 Transactions	<hr/> \$6,970.87
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 10/11-11/11/21-Inv. 287287430216X11192021	11/30/2021	41.74
	Account 53210 - Telephone Totals	Invoice 1 Transactions	<hr/> \$41.74
Account 53420 - Worker's Comp & Risk			
7792 - ONB Benefit Administration LLC (JWF Specialty)	10-Workmans Compensation payment-12/2/21	12/02/2021	2,894.14
7792 - ONB Benefit Administration LLC (JWF Specialty)	10-Workmans Compensation payment-12/1/21	12/02/2021	12,355.27
	Account 53420 - Worker's Comp & Risk Totals	Invoice 2 Transactions	<hr/> \$15,249.41
	Program 100000 - Main Totals	Invoice 6 Transactions	<hr/> \$22,262.02
	Department 10 - Legal Totals	Invoice 6 Transactions	<hr/> \$22,262.02
	Fund 800 - Risk Management(S0203) Totals	Invoice 6 Transactions	<hr/> \$22,262.02
Fund 801 - Health Insurance Trust			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990 - Other Services and Charges			
3977 - Cigna Health & Life Insurance Company	12-November 2021 Cigna Dental/Vision \$9,941.62	12/10/2021	2,095.50
	Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions	<hr/> \$2,095.50
	Program 120000 - Main Totals	Invoice 1 Transactions	<hr/> \$2,095.50



Board of Public Works Claim Register

Invoice Date Range 11/27/21 -
12/10/21

Department **12 - Human Resources** Totals

Invoice 1
Transactions \$2,095.50

Fund **801 - Health Insurance Trust** Totals

Invoice 1
Transactions \$2,095.50

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

Department **17 - Fleet Maintenance**

Program **170000 - Main**

Account **52230 - Garage and Motor Supplies**

4693 - Monroe County Tire & Supply, INC

17-tires - 215/55R16 & tire fee 12/10/2021 217.74

Account **52230 - Garage and Motor Supplies** Totals

Invoice 1
Transactions \$217.74

Account **52240 - Fuel and Oil**

4046 - Heritage-Crystal Clean, INC

17-shop fluids - HD Naps Free Elc 50/50 Premix 12/10/2021 445.25

4046 - Heritage-Crystal Clean, INC

17-shop fluids - Parts Washer 12/10/2021 301.80

613 - Hoosier Penn Oil Company, INC

17-oil; HP Group II AW 46 12/10/2021 1,682.84

7854 - Premier AG CO-OP, INC (Premier Energy)

17 - Unleaded fuel INV# 1877107 BC 2021-84 D 12/10/2021 20,363.40

7854 - Premier AG CO-OP, INC (Premier Energy)

17 - Unleaded Fuel - INV# 2200471 BC 2021-84 D 12/10/2021 6,192.00

7854 - Premier AG CO-OP, INC (Premier Energy)

17 - Unleaded fuel, INV# 1877731 BC 2021-84 D 12/10/2021 24,392.99

7854 - Premier AG CO-OP, INC (Premier Energy)

17 - Unleaded and diesel fuel, Inv# 1877875 BC 2021-84 D 12/10/2021 24,548.87

Account **52240 - Fuel and Oil** Totals

Invoice 7
Transactions \$77,927.15

Account **52320 - Motor Vehicle Repair**

244 - Bloomington Ford, INC

17-misc ford parts - Sensor Assembly 12/10/2021 34.23

244 - Bloomington Ford, INC

17-misc ford parts - Horn Assembly 12/10/2021 37.29

244 - Bloomington Ford, INC

17-misc ford parts - water Pump Assembly 12/10/2021 90.41



Board of Public Works Claim Register

Invoice Date Range 11/27/21 -
12/10/21

244 - Bloomington Ford, INC	17-misc ford parts - Air Sensor Assembly	12/10/2021	342.46
5481 - Bright Equipment, INC (BobCat of Indy)	17- cap and tank for #705	12/10/2021	154.16
4335 - Circle Distributing, INC	17 - Tire press Sensor ASM	12/10/2021	21.98
4335 - Circle Distributing, INC	17- filters #828	12/10/2021	99.40
51827 - Fire Service, INC	17-Tire valve LED indicator	12/10/2021	249.50
4992 - Fleetpride, INC	17- 3-2-119 flange yoke stock	12/10/2021	56.14
4044 - Industrial Hydraulics, INC	17- stock hydraulic fittings	12/10/2021	597.10
796 - Interstate Battery System of Bloomington, INC	17-batteries- 6 31-MHD	12/10/2021	597.18
796 - Interstate Battery System of Bloomington, INC	17-batteries - 5 - 31-MHD, MTP-48/H6, MTX-94R/H7, SP-30	12/10/2021	816.67
796 - Interstate Battery System of Bloomington, INC	17-batteries - 6 - 31MHD, MT-78, 2 - MTP-65HD	12/10/2021	870.69
796 - Interstate Battery System of Bloomington, INC	17-batteries -3 31-MHD, MT-34, 4 MTP-65HD, MTX-94R/H7	12/10/2021	933.81
5952 - Reading Midwest Distribution, LLC	17 - 4161 wear pad and rotator pin	12/10/2021	327.00
4276 - Rush Truck Centers of Indiana, INC	17-sensors for #468, Inv# 3025582846	12/10/2021	283.25
19681 - Southeastern Equipment Co, INC	17- backup camera #598	12/10/2021	424.09
54351 - Sternberg, INC	17-misc international parts - Exhaust leak tightened connection	12/10/2021	208.65
54351 - Sternberg, INC	17-misc international parts	12/10/2021	249.18
5333 - Total Truck Parts, INC	17-yoke and joint #960 , Inv# 167766	12/10/2021	73.25
582 - Town & Country Chrysler Dodge Jeep, INC	17-Engine oil filter	12/10/2021	10.63
582 - Town & Country Chrysler Dodge Jeep, INC	17-Shift cable	12/10/2021	123.25
582 - Town & Country Chrysler Dodge Jeep, INC	17 - Fuel Pump Module	12/10/2021	338.30
582 - Town & Country Chrysler Dodge Jeep, INC	17 - Alternator and deposit	12/10/2021	381.85



Board of Public Works Claim Register

Invoice Date Range 11/27/21 -
12/10/21

4398 - TruckPro Holding Corporation	17 - Lamp and Pigtail, 3 Wire, For Male Pin Lamps for semi	12/10/2021	176.16
4398 - TruckPro Holding Corporation	17-Brake Drum & Brake Kit 4707QP	12/10/2021	1,155.87
7555 - VoMac Truck Sales & Service INC	17-fgaf25437 mount stock	12/10/2021	66.43
Account 52320 - Motor Vehicle Repair Totals		Invoice 27 Transactions	<hr/> \$8,718.93
Account 52420 - Other Supplies			
177 - Indiana Oxygen Company, INC	17 - gases for torch and welding equipment	12/10/2021	210.80
8181 - Lawson Products, INC	17 - cable ties, Tuff Seal Ring, Comp Union Brass fittings, more	12/10/2021	607.50
7668 - Michael J Wiles (Mikes Equipment Service)	17 - rim pliers for HD Steel Wheels	12/10/2021	250.70
Account 52420 - Other Supplies Totals		Invoice 3 Transactions	<hr/> \$1,069.00
Account 52430 - Uniforms and Tools			
7527 - Kenneth Arthur	17 - tool check reimbursement	12/10/2021	285.04
1072 - Keith L Sharp	17 - tool check reimbursement	12/10/2021	843.09
4878 - James M Smith	17 - tool check reimbursement	12/10/2021	733.85
Account 52430 - Uniforms and Tools Totals		Invoice 3 Transactions	<hr/> \$1,861.98
Account 53140 - Exterminator Services			
51538 - Economy Termite & Pest Control, INC	17- Monthly Pest Control for Fleet Inv# 44852	12/10/2021	95.00
Account 53140 - Exterminator Services Totals		Invoice 1 Transactions	<hr/> \$95.00
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 10/12-11/11/21- #287289748780X11192021	11/30/2021	41.74
Account 53210 - Telephone Totals		Invoice 1 Transactions	<hr/> \$41.74
Account 53510 - Electrical Services			



Board of Public Works Claim Register

Invoice Date Range 11/27/21 -
12/10/21

223 - Duke Energy	19-CH/off site facilities-electric summary bill-10/7-11/5/21	BC 2018-03	11/30/2021	482.52
Account 53510 - Electrical Services Totals		Invoice 1 Transactions		\$482.52
Account 53620 - Motor Repairs				
4474 - Ken's Westside Service & Towing, LLC	17-tow/Hook fee -Dodge Charger		12/10/2021	50.00
4474 - Ken's Westside Service & Towing, LLC	17-tow/Hook fee - Ford Taurus		12/10/2021	50.00
4474 - Ken's Westside Service & Towing, LLC	17-Loaded /Hooked Mileage & Tow/Hook fee for White mack		12/10/2021	515.00
2096 - West Side Tractor Sales CO.	17 - #467 OSL repairs, INV# 7827		12/10/2021	700.44
Account 53620 - Motor Repairs Totals		Invoice 4 Transactions		\$1,315.44
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	17 -mats and towel, Inv# 001825061148		12/10/2021	69.56
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms; inv# 001825061149	BC 2009-52	12/10/2021	19.45
Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 2 Transactions		\$89.01
Program 170000 - Main Totals		Invoice 50 Transactions		\$91,818.51
Department 17 - Fleet Maintenance Totals		Invoice 50 Transactions		\$91,818.51
Fund 802 - Fleet Maintenance(\$9500) Totals		Invoice 50 Transactions		\$91,818.51
Fund 804 - Insurance Voluntary Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990.1241 - Other Services and Charges Vision				
3977 - Cigna Health & Life Insurance Company	12-November 2021 Cigna Dental/Vision \$9,941.62		12/10/2021	7,846.12
Account 53990.1241 - Other Services and Charges Vision Totals		Invoice 1 Transactions		\$7,846.12



Board of Public Works Claim Register

Invoice Date Range 11/27/21 -
12/10/21

Account **53990.1271 - Other Services and Charges Section 125 - URM- City**

17785 - The Howard E. Nyhart Company, INC	12-City URM	11/29/2021	9.69
17785 - The Howard E. Nyhart Company, INC	12-City URM	11/29/2021	30.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/29/2021	126.77
17785 - The Howard E. Nyhart Company, INC	12-City URM	11/29/2021	81.17
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	12/01/2021	16.97
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	12/02/2021	125.00

Account **53990.1271 - Other Services and Charges Section 125 - URM- City Totals**

Invoice 6
Transactions

\$389.60

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

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/29/2021	52.87
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail Request- 11/29/21	11/30/2021	10.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	12/01/2021	691.07
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	12/02/2021	207.67

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

Invoice 4
Transactions

\$961.61

Account **53990.1283 - Other Services and Charges Health Savings Account**

17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	12/02/2021	19,117.26
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Account **53990.1283 - Other Services and Charges Health Savings Account Totals**

Invoice 1
Transactions

\$19,117.26

Program **120000 - Main Totals**

Invoice 12
Transactions

\$28,314.59

Department **12 - Human Resources Totals**

Invoice 12
Transactions

\$28,314.59

Fund **804 - Insurance Voluntary Trust Totals**

Invoice 12
Transactions

\$28,314.59

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



Board of Public Works Claim Register

Invoice Date Range 11/27/21 -
12/10/21

Department **06 - Controller's Office**

Program **06016B - 2016 B Ped/Signal/Intersection**

Account **54510 - Other Capital Outlays**

5409 - VS Engineering, INC

13-Sare Rd Multiuse Path-CI-services thru 9/30/21	BC 2019-142	12/10/2021	10,248.06
Account 54510 - Other Capital Outlays Totals	Invoice 1		<u>\$10,248.06</u>
	Transactions		
Program 06016B - 2016 B Ped/Signal/Intersection Totals	Invoice 1		<u>\$10,248.06</u>
	Transactions		
Department 06 - Controller's Office Totals	Invoice 1		<u>\$10,248.06</u>
	Transactions		
Fund 978 - City 2016 GO Bond Proceeds Totals	Invoice 1		<u>\$10,248.06</u>
	Transactions		
Grand Totals	Invoice 243		<u><u>\$812,807.04</u></u>
	Transactions		

REGISTER OF CLAIMS
Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/10/2021	Claims				\$812,807.04
					<u>\$812,807.04</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 812,807.04

Dated this 6th day of December year of 2021.

Dana Henke, President

_Beth H. Hollingsworth, Vice President

Kyla Cox Deckard, Secretart

I herby 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_____