



Board of Public Works Staff Report

Project/Event: Shared-Use E-Bike Agreement - Lime

Petitioner/Representative: VeoRide

Staff Representative: Jeffrey Jackson, Transportation Demand Manager, City of Bloomington
Economic and Sustainable Development

Meeting Date: July 6, 2022

Lime is one of three scooter companies currently licensed to rent out scooters within the City of Bloomington's right-of-way. In addition to deploying shared-use scooters within Bloomington's right-of-way, Lime would like to deploy between 50 and 100 e-bikes. Because e-bikes do not qualify as scooters under the City Code, a separate authorization for their deployment is required.

The E-Bicycle Operating Agreement authorizes the deployment of between 50 and 100 e-bicycles concurrent with Lime's existing shared-use motorized scooter license. The Agreement, however, limits the places where Lime's e-bikes may be parked exclusively to bicycle racks.

The City recommends that the Agreement be approved and signed by the Board.

Respectfully Submitted,

Jeffrey Jackson
Transportation Demand Manager

E-BICYCLE OPERATING AGREEMENT

This E-Bicycle Operating Agreement (hereafter “Agreement”) is entered into by and between Neutron Holdings, Inc. (d/b/a Lime) (hereafter “Company”), and the City of Bloomington, Indiana (hereafter “City”) as of this _____ day of _____, 20____.

1. Statement and Purpose

This Agreement establishes terms and conditions governing the Company’s deployment of shared-use e-bicycles (hereafter “E-Bicycles”) within the City so that such operations are consistent with the safety and well-being of the Bloomington Community and all users of Bloomington’s public right of way. It is understood that in exchange for authorization to deploy E-Bicycles within City right of way, the Company shall operate in accordance with the terms and conditions set forth herein.

This Agreement is applicable *only* to E-Bicycles deployed by the Company and described as the model(s) Lime/Jump 5.5 e-bike. This Agreement does not authorize the deployment of any other model of E-Bicycle and is in no way applicable to any other model of E-Bicycle. In addition, for the avoidance of doubt, E-Bicycles do not qualify as and shall not be considered Motorized Scooters or Shared-Use Motorized Scooters as those terms are defined in Title 15 of the Bloomington Municipal Code.

2. Term

This Agreement shall remain in full force and effect from the date of its execution until such time as the Company’s current shared-use motorized scooter license expires or until the Agreement is terminated in accordance with Section six (6) of this Agreement.

3. Responsibilities of the Company

- a. *E-Bicycle Parking.* E-Bicycles shall only be staged and shall only be parked at bicycle racks. In the event there is any doubt about whether a particular location qualifies as a bicycle rack for staging and parking purposes, the Company shall contact the City to clarify.

However, should the Board of Public Works or another body with authority over real property owned by the City (e.g. the Board of Park Commissioners or Redevelopment Commission) impose or lessen these requirements, E-Bicycles may be staged and parked in accordance with said alternative parking requirements.

- b. *E-Bicycle Use.* E-Bicycles shall only be used in a manner that is consistent with the requirements contained in the Bloomington Municipal Code or state or federal law.
- c. *E-Bicycle Equipment, Safety, Condition, Appearance, and Hours of Deployment.* E-Bicycles shall be equipped, maintained, and deployed in a manner that is consistent with the requirements set forth in Bloomington Municipal Code § 15.58.090, which governs shared-use motorized scooter equipment, safety, condition, appearance, and hours of deployment, as well as any other application portion of the Bloomington Municipal code or state or federal law.

However, should the Board of Public Works or another body within the City of Bloomington impose additional equipment, maintenance, and deployment restrictions that are more stringent

than those contained within the Bloomington Municipal Code, E-Bicycles may only be used so as to comply with these additional restrictions.

- d. *Outreach.* The Company must educate its users on legal E-Bicycle parking and legal E-Bicycle use (1) on its Bloomington-specific website and (2) within its mobile application.
- e. *Price Discount.* The Company must provide a price discount of at least fifty percent (50%) to members of the public who can demonstrate participation in any local, state, or federally-administered assistance program.
- f. *Impoundment.* Any E-Bicycle that poses a hazard to public health and safety may be immediately removed and impounded by the City. The City may dispose of any E-Bicycle that has been impounded and stored by the City for a period of 180 or more days. Removal, impoundment, storage and disposal of an E-Bicycle shall render the Company liable to the City in accordance with the terms set forth in Title 15 of the Bloomington Municipal Code, specifically including, but not limited to, those penalties set forth in Bloomington Municipal Code § 15.64.010(e).
- g. *Data Sharing.* The Company shall provide the City with Application Programming Interface (API) access to real-time information on their E-Bicycles that comports with the General Bikeshare Feed Specification (GBFS) and Mobility Data Specification (MDS) standards, or any broadly adopted similar standards that are developed subsequently.
- h. *Number of Deployed E-Bicycles.* This Agreement requires the deployment of a minimum of fifty (50) and a maximum of one hundred (100) E-Bicycles within the City of Bloomington at all times. However, this number may be increased or decreased at any time at the sole discretion of the Board of Public Works.

4. Responsibilities of the City

The City shall permit the Company to deploy E-Bicycles within the City's right-of-way as part of the Company's shared-use motorized scooter business and shall permit the Company's users to operate E-Bicycles within the City's right-of-way, provided such operation is in accordance with all laws, ordinances, regulations, and the terms and conditions contained within this Agreement.

5. Fees

The Company agrees to pay to the City a fee of fifteen cents (\$0.15) per ride taken on an E-Bicycle. As a consequence of the Company's deployment of E-Bicycles in accordance with this Agreement, the Company is eligible for a discount on the fees charged by the City for the Company's deployment of shared-use motorized scooters. Said discount is determined by the Board of Public Works and shall be memorialized on the Company's shared-use motorized scooter operator license.

6. Termination

Either party may terminate this Agreement upon ten (10) days written notice to the other party. Such notice shall be sent in accordance with the terms of Section 13 of this Agreement. However, should the Company lose or fail to renew its license from the City to deploy shared-use motorized scooters, this Agreement shall automatically and immediately be considered terminated.

7. Insurance

Company 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; (b) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and (c) Excess Liability Insurance in a minimum amount of \$5,000,000 which shall apply to both the General Liability and Automobile Liability policies. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington and its officers, employees and agents shall be named as additional insureds, 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. Prior to initiating operations pursuant to this Agreement, Company shall provide evidence of each insurance policy to the City.

8. Indemnification

The Company agrees as follows:

- a. The undersigned is a duly authorized representative of the applicant shared-use motorized scooter Company.
- b. The undersigned 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 deployment of E-Bicycles or his/her operation of a business within the City of Bloomington. This includes claims for personal injury, death, property damage, and/or any other type of harm or injury.
- c. 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, suites, losses, expenses or damages, including but not limited to attorneys' fees and court costs, arising out of the undersigned's operation of a business.
- d. The undersigned understands this release binds him/herself, and all heirs, executors, partners, co-owners, administrators, successors and assigns of each.
- e. The undersigned acknowledges that he/she has read this section and understands all of its terms. The undersigned consents to these terms voluntarily and with full knowledge of its significance.

9. 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.

10. 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.

11. Assignment

Neither party 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.

12. 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

13. Notices

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

City: City of Bloomington
ATTN: Corporation Counsel
401 N. Morton Street
Bloomington, IN 47404

Company: _____

Nothing contained in this Section or elsewhere in this Agreement shall be construed to restrict the transmission of routine communications between representatives of the City and Company.

14. Integration and Modification

This Agreement represents the entire and integrated agreement between the parties. 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.

IN WITNESS WHEREOF, the parties hereto have set forth their hands below with the intent to be bound by the foregoing terms and provisions.

CITY OF BLOOMINGTON

LIME

John Hamilton, Mayor

Signature

Kyla Cox Deckard, President
Bloomington Board of Public Works

Printed Name and Title



Board of Public Works Staff Report

Project/Event:	Accept Public Improvements for Mill Creek Phase 2 Section 1
Staff Representative:	Emily Herr
Petitioner/Representative:	Public Investment Corporation / Theodore Ferguson
Date:	07/05/2022

Report: The final plat for Mill Creek Phase 2 Section 1 located at 2700 W Tapp Road was approved by the Plat Committee under case DP-02-20 to plat 8 commercial lots and 1 common area lot. This former PUD was rezoned to Mixed-Use Employment with the Zoning Map Update. The public improvements including the extension of Schmalz Boulevard to the east (50' ROW), and Vanguard Parkway (ROW varies) connecting to W Tapp Road, crosswalks, sidewalks, a multiuse path, curb ramps, detectable warning elements, signage, street trees, and pavement markings. These elements were inspected and found to be acceptable by staff. The next section of this project (Mill Creek Phase 2 Section 2) was approved by the Plat Committee under case DP-39-21 which will begin once a grading permit is issued.

The Board of Public Works approves the acceptance of public improvements, authorizing the release of the performance bond (\$764,226.00) 30 days after final acceptance, and the acceptance of the maintenance bond (\$38,211.30).

Staff recommends the acceptance of the public improvements associated with Mill Creek Phase 2 Section 1, release of the performance bond after 30 days of acceptance, and acceptance of the maintenance bond which will remain in effect for 2 years after acceptance. If approved, the extension of Schmalz Boulevard, Vanguard Parkway, and the multiuse path will be added to the City's street inventory. A Certificate of Final Acceptance has been provided for the Board's approval.

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Public Investment Corporation

3900 W. Industrial BLVD #5

Bloomington, IN 47403

OWNER:

(Name, legal status and address)

City of Bloomington

401 N Morton St

Bloomington, IN 47404

CONSTRUCTION CONTRACT

Date: 07/28/2020

SURETY:

(Name, legal status and principal

place of business)

Employers Mutual Casualty Company

1815 S. Meyers Rd

Oakbrook Terrace, IL 60181

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

Amount: \$764,226.00

Description: Mill Creek Tech Park Phase Two Section One

(Name and location)

BOND

Date: 07/28/2020

(Not earlier than Construction Contract Date)


Amount: \$764,226.00

Modifications to this Bond: ☒ None

☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: Public Investment Corporation *(Corporate Seal)*

Signature: 

Name Theodore Ferguson

And Title: President

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

German American Insurance

711 Main St

Jasper, IN 47546

SURETY

Company: Employers Mutual Casualty Company *(Corporate Seal)*

Signature: 

Name David Edwin Welch

And Title: Attorney-In-Fact

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1** the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2** the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3** the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1** After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2** Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corporate Seal)

Company: _____ (Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address _____

Address _____



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

David Welch

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Principal:
Number Public Investment Corporation
 3900 W. Industrial Blvd #5
 Bloomington, IN 47403
 S018689

Obligee:
 City of Bloomington
 401 N Morton St.
 Bloomington, IN 47404

In an amount not exceeding Five Million Dollars\$5,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

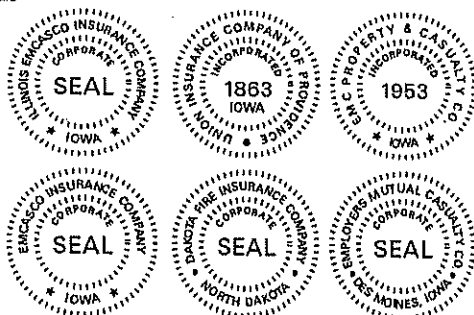
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March, 2020.

Seals



Scott R. Jean
 Scott R. Jean, President & CEO
 of Company 1; Chairman, President
 & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother
 Todd Strother, Executive Vice President
 Chief Legal Officer & Secretary of
 Companies 1, 2, 3, 4, 5 & 6

On this 30th day of March, 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

Kathy Loveridge
 Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 30th day of March, 2020, are true and correct and are still in full force and effect.

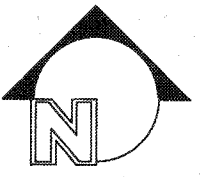
In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 28th day of July, 2020.

James D. Clough
 Vice President

DULY ENTERED
FOR TAXATION

AUG 07 2020

Auditor Monroe County, Indiana



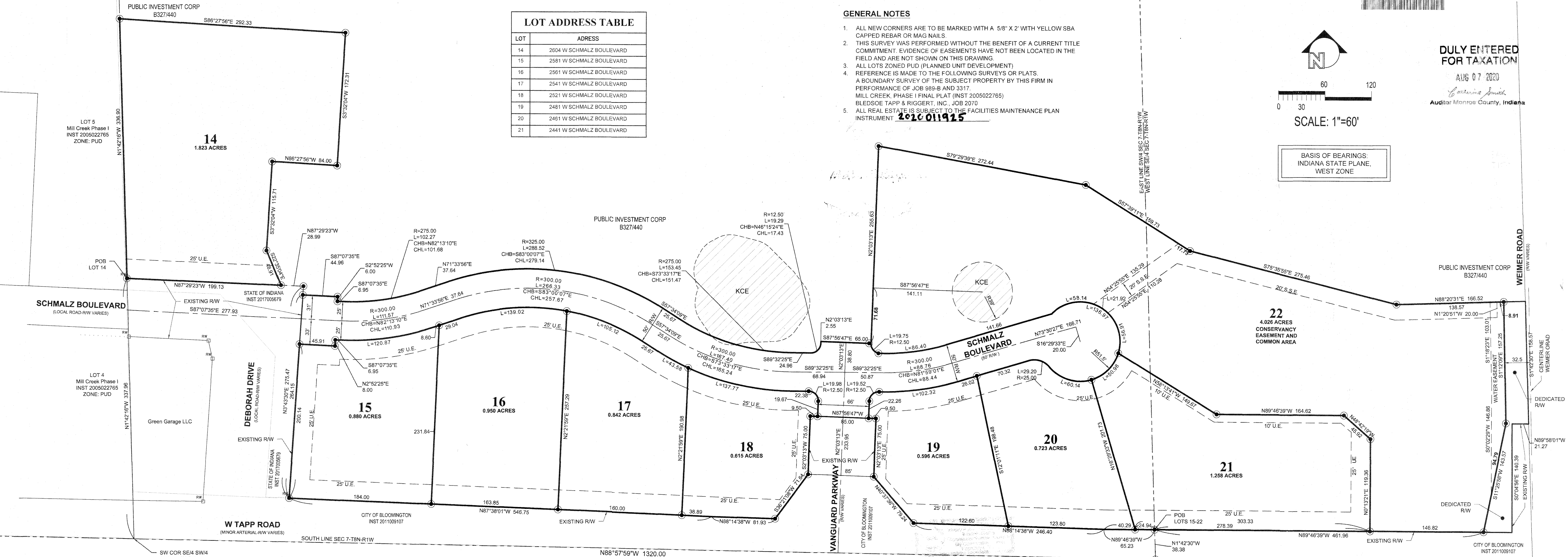
SCALE: 1"=60'

BASIS OF BEARINGS:
INDIANA STATE PLANE,
WEST ZONE

LOT ADDRESS TABLE	
LOT	ADDRESS
14	2604 W SCHMALZ BOULEVARD
15	2561 W SCHMALZ BOULEVARD
16	2561 W SCHMALZ BOULEVARD
17	2541 W SCHMALZ BOULEVARD
18	2521 W SCHMALZ BOULEVARD
19	2481 W SCHMALZ BOULEVARD
20	2461 W SCHMALZ BOULEVARD
21	2441 W SCHMALZ BOULEVARD

GENERAL NOTES

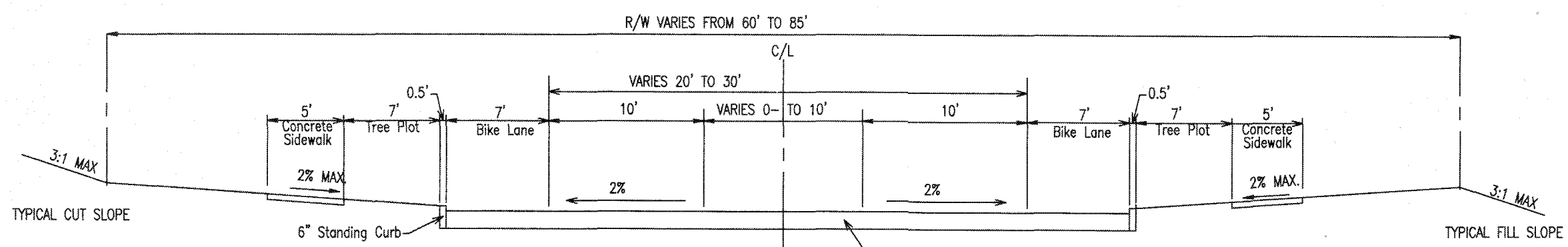
- ALL NEW CORNERS ARE TO BE MARKED WITH A 5/8" X 2" WITH YELLOW SBA CAPPED REBAR OR MAG NAIL.
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. EVIDENCE OF EASEMENTS HAVE NOT BEEN LOCATED IN THE FIELD AND ARE NOT SHOWN ON THIS DRAWING.
- ALL LOTS ZONED PUD (PLANNED UNIT DEVELOPMENT).
- REFERENCE IS MADE TO THE FOLLOWING SURVEYS OR PLATS:
A BOUNDARY SURVEY OF THE SUBJECT PROPERTY BY THIS FIRM IN PERFORMANCE OF JOB 989-B AND 3317.
MILL CREEK, PHASE I FINAL PLAT (INST 2005022765)
BLEDSOE TAPP & RIGGERT, INC., JOB 2070
- ALL REAL ESTATE IS SUBJECT TO THE FACILITIES MAINTENANCE PLAN INSTRUMENT **2020011915**



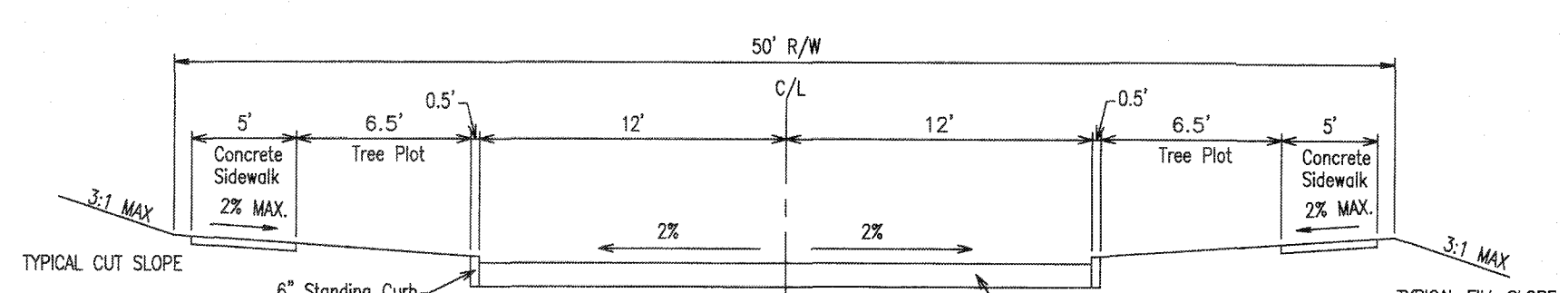
PERRY TOWNSHIP
SECTION 7
TOWNSHIP 8 NORTH
RANGE 1 WEST

OWNER OF RECORD
PUBLIC INVESTMENT CORPORATION
DEED BOOK 327, PAGE 440

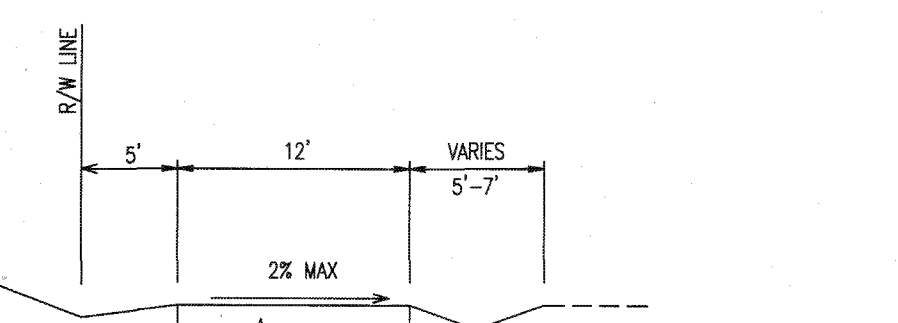
SETBACKS
FRONT YARD - 35 FEET
SIDE YARD - 20 FEET
REAR YARD - 20 FEET



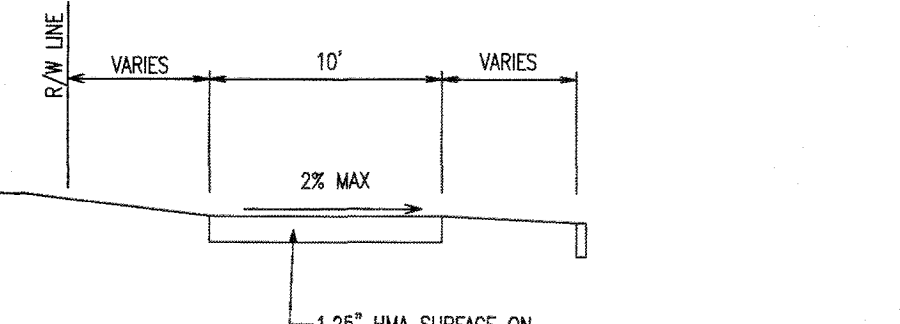
TYPICAL CROSS SECTIONS FOR VANGUARD PARKWAY PUBLIC STREET
NO SCALE



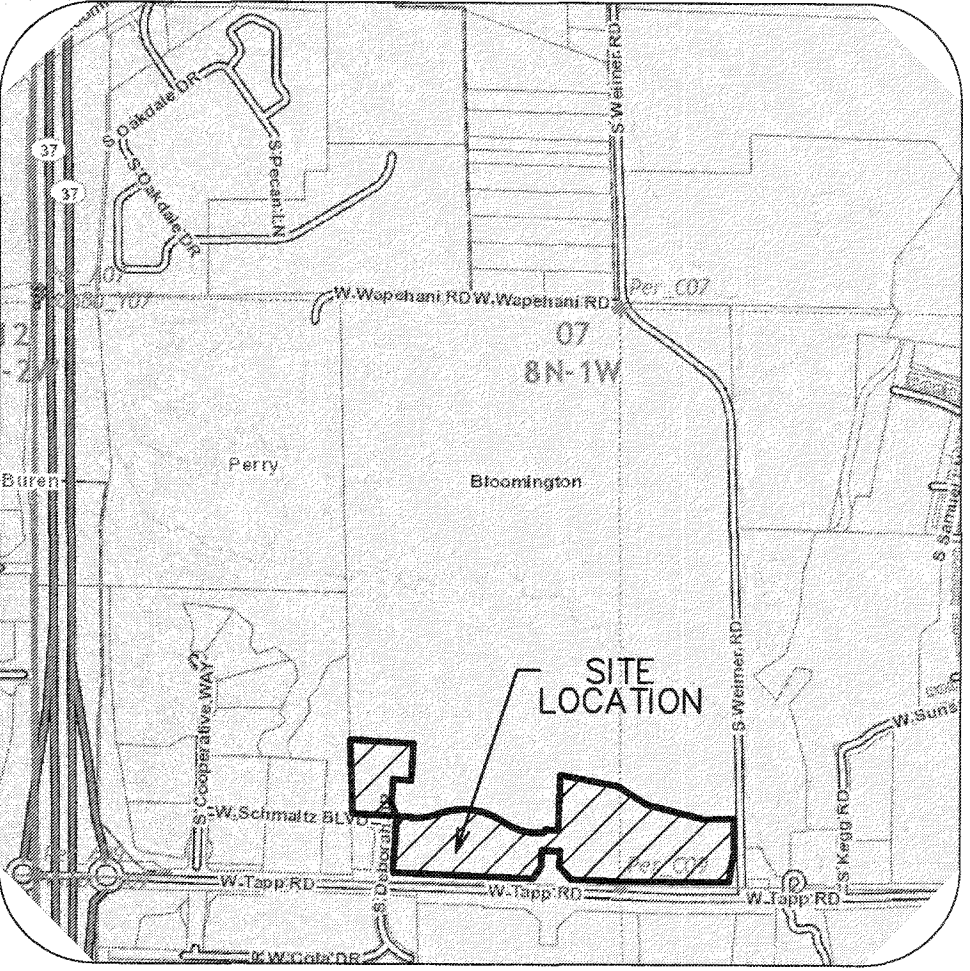
TYPICAL CROSS SECTIONS FOR SCHMALZ BOULEVARD PUBLIC STREET
NO SCALE



TYPICAL CROSS SECTIONS FOR
MULTI-USE PATH ALONG WEIMER ROAD
NO SCALE



TYPICAL CROSS SECTIONS FOR
MULTI-USE PATH ALONG TAPP ROAD
NO SCALE



LOCATION MAP
No Scale

LEGEND	
RR SPIKE	M MEASURED
STONE	P PLATTED
REBAR	R RECORD
IRON PIPE	FRB FOUND REBAR
MAG NAIL	SRB SET REBAR
R/W MONUMENT	FIP FOUND IRON PIPE
	FRS FOUND RAILROAD SPIKE
	FMAG FOUND MAG NAIL
	SMAG SET MAG NAIL
	B/C BUILDING CORNER
	FND FOUND
	B/G BELOW GRADE
	A/G ABOVE GRADE
	B/S/B BUILDING SETBACK
	K.C.E. KARST CONSERVANCY EASEMENT
	S.S.E. SANITARY SEWER EASEMENT
	U.E. UTILITY EASEMENT
	D & U.E. DRAINAGE AND UTILITY EASEMENT

MILL CREEK PHASE 2 SECTION 1 FINAL PLAT

SMITH BREHOB & ASSOCIATES, INC., 453 S. CLARIZZ BLVD., BLOOMINGTON, INDIANA 47401
T: 812.336.6536 W: www.smithbrehob.com

JOB 5449
PAGE 1 OF 2

PLAT DATED: JUNE 4, 2020



EASEMENT NOTES

Karst Conservancy Easement (KCE)

- (A) PROHIBITS ANY LAND-DISTURBING ACTIVITIES, INCLUDING THE PLACEMENT OF A FENCE, WITHIN THE EASEMENT AREA. MOWING IS ALLOWED WITHIN THE EASEMENT AREA.
- (B) ALLOWS THE REMOVAL OF DEAD OR DISEASED TREES THAT POSE A RISK OR IMPEDE DRAINAGE AS WELL AS ALLOWING THE REMOVAL OF EXOTIC INVASIVE SPECIES, ONLY AFTER FIRST OBTAINING WRITTEN APPROVAL FROM THE PLANNING DEPARTMENT.
- (C) GRANTS THE CITY THE RIGHT TO ENTER THE PROPERTY TO INSPECT THE EASEMENT AND ALTER OR REPAIR THE KARST FEATURE.
- (D) ALL KARST CONSERVANCY EASEMENTS SHALL BE IDENTIFIED WITH SIGNS LOCATED ALONG THE BOUNDARY OF THE EASEMENT. SIGNS SHALL BE PLACED AT INTERVALS OF NO MORE THAN TWO HUNDRED (200) FEET, AND EACH SIGN SHALL BE A MAXIMUM OF ONE AND A HALF (1.5) SQUARE FEET IN AREA. A MINIMUM OF ONE (1) SIGN IS REQUIRED, REGARDLESS OF EASEMENT SIZE.
- (E) ANY USE OF PESTICIDES, HERBICIDES, OR FERTILIZERS IS PROHIBITED WITHIN THE EASEMENT AREA.
- (F) ALLOWS, IN CASES WHERE REMOVAL OF EXOTIC INVASIVE SPECIES IS PROPOSED, THE RESTORATION OF DISTURBED AREAS WITH NATIVE PLANT MATERIAL. WRITTEN APPROVAL FROM THE PLANNING DEPARTMENT IS REQUIRED PRIOR TO ANY PROPOSED RESTORATION.

CONSERVANCY EASEMENT (CE)

- (A) PROHIBITS ANY LAND-DISTURBING ACTIVITIES INCLUDING THE PLACEMENT OF A FENCE, OR ALTERATION OF ANY VEGETATIVE COVER, INCLUDING MOWING, WITHIN THE EASEMENT.
- (B) ALLOWS THE REMOVAL OF DEAD OR DISEASED TREES THAT POSE A SAFETY RISK OR IMPEDE DRAINAGE AS WELL AS ALLOWING THE REMOVAL OF EXOTIC INVASIVE SPECIES, ONLY AFTER FIRST OBTAINING WRITTEN APPROVAL FROM THE PLANNING DEPARTMENT.
- (C) ALL CONSERVANCY EASEMENTS SHALL BE IDENTIFIED WITH SIGNS LOCATED ALONG THE BOUNDARY OF THE EASEMENT. SIGNS SHALL BE PLACED AT INTERVALS OF NO MORE THAN TWO HUNDRED (200) FEET, AND EACH SIGN SHALL BE A MAXIMUM OF ONE AND A HALF (1.5) SQUARE FEET IN AREA. A MINIMUM OF ONE (1) SIGN IS REQUIRED, REGARDLESS OF EASEMENT SIZE.
- (D) ALLOWS, IN CASES WHERE REMOVAL OF EXOTIC INVASIVE SPECIES IS PROPOSED, THE RESTORATION OF DISTURBED AREAS WITH NATIVE PLANT MATERIAL. WRITTEN APPROVAL FROM THE PLANNING DEPARTMENT IS REQUIRED PRIOR TO ANY PROPOSED RESTORATION.

PEDESTRIAN ACCESS EASEMENT (PAE)

AN EASEMENT OF VARIABLE WIDTH AS SHOWN ON THE PLAT DEDICATED TO THE CITY OF BLOOMINGTON AND THE GENERAL PUBLIC THAT:

- (A) GRANTS THE GENERAL PUBLIC THE RIGHT TO ACCESS THE PEDESTRIAN EASEMENT FOR PURPOSES OF WALKING, RUNNING, BICYCLING, SKATING, OR UTILIZING CERTAIN CLASSES OF NON-MOTORIZED VEHICLES.
- (B) GRANTS THE CITY THE RIGHT TO CONSTRUCT, ALTER, REPAIR, MAINTAIN, OR REMOVE IMPROVEMENTS WITHIN THE EASEMENT AREA.
- (C) PROHIBITS THE PLACEMENT OF ANY OBSTRUCTION WITHIN THE PEDESTRIAN EASEMENT.

UTILITY EASEMENT (UE)

- (A) SHALL ALLOW BOTH PRIVATE AND PUBLIC UTILITY PROVIDERS ACCESS ASSOCIATED WITH THE INSTALLATION, MAINTENANCE, REPAIR, OR REMOVAL OF UTILITY FACILITIES.
- (B) PROHIBITS THE PLACEMENT OF ANY UNAUTHORIZED OBSTRUCTION WITHIN THE EASEMENT AREA.
- (C) SIGNS SHALL NOT BE LOCATED WITHIN UTILITY EASEMENTS UNLESS THE SIGN IS A PUBLIC SIGN AUTHORIZED BY SECTION 20.05.079(f)(1) OR IS FURTHER AUTHORIZED BY THE CITY.

EASEMENT GRANTS TO DUKE ENERGY PER INST 2017007149, 2017007150, 2017007151 ARE NOT SHOWN.
EASEMENT LOCATION TO BE CENTERED ON UTILITY LINE AFTER INSTALLATION.

LEGAL DESCRIPTION

LOT 14

A PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 1 WEST, MONROE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH 88 DEGREES 57 MINUTES 59 SECONDS WEST (INDIANA STATE PLANE, WEST ZONE) ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER 1320.00 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER AND THE SOUTHEAST CORNER OF MILL CREEK, PHASE I FINAL PLAT PER THE PLAT THEREOF RECORDED AS INSTRUMENT 2005022765; THENCE NORTH 01 DEGREE 42 MINUTES 16 SECONDS WEST ALONG THE EAST LINE OF SAID PLAT 337.96 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREES 42 MINUTES 16 SECONDS WEST ALONG SAID EAST LINE 336.90 FEET; THENCE SOUTH 86 DEGREES 27 MINUTES 56 SECONDS EAST 292.33 FEET; THENCE SOUTH 03 DEGREES 32 MINUTES 04 SECONDS WEST 172.31 FEET; THENCE NORTH 86 DEGREES 27 MINUTES 56 SECONDS WEST 84.00 FEET; THENCE SOUTH 03 DEGREES 32 MINUTES 04 SECONDS WEST 115.71 FEET; THENCE SOUTH 22 DEGREES 35 MINUTES 04 SECONDS EAST 48.91 FEET TO THE NORTH LINE OF LAND CONTAINED IN INSTRUMENT 2017005679; THENCE NORTH 87 DEGREES 29 MINUTES 23 SECONDS WEST ALONG SAID NORTH LINE 199.13 FEET TO THE POINT OF BEGINNING, CONTAINING 1.823 ACRES MORE OR LESS.

ALSO

LOTS 15-22

A PART OF THE SOUTHEAST AND SOUTHWEST QUARTERS OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 1 WEST, MONROE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH 01 DEGREES 42 MINUTES 30 SECONDS WEST (INDIANA STATE PLANE, WEST ZONE) 38.38 FEET TO THE NORTH RIGHT-OF-WAY LINE OF WEST TAPP ROAD PER INSTRUMENT 2011009107, AND THE POINT OF BEGINNING, THE NEXT (9) COURSES ARE ALONG SAID INSTRUMENT; (1) THENCE NORTH 89 DEGREES 46 MINUTES 39 SECONDS WEST 65.23 FEET; (2) THENCE NORTH 88 DEGREES 14 MINUTES 38 SECONDS WEST 246.40 FEET; (3) THENCE NORTH 40 DEGREES 37 MINUTES 36 SECONDS WEST 79.24 FEET; (4) THENCE NORTH 02 DEGREES 03 MINUTES 13 SECONDS EAST 75.00 FEET; (5) THENCE NORTH 87 DEGREES 56 MINUTES 47 SECONDS WEST 85.00 FEET; (6) THENCE SOUTH 02 DEGREES 03 MINUTES 13 SECONDS WEST 75.00 FEET; (7) THENCE SOUTH 36 DEGREES 21 MINUTES 08 SECONDS WEST 71.64 FEET; (8) THENCE NORTH 88 DEGREES 14 MINUTES 38 SECONDS WEST 81.93 FEET; (9) THENCE NORTH 87 DEGREES 38 MINUTES 01 SECONDS WEST 546.75 FEET TO THE EAST LINE OF LAND CONTAINED IN INSTRUMENT 2017005679; THENCE NORTH 03 DEGREES 43 MINUTES 30 SECONDS EAST ALONG SAID EAST LINE 264.15 FEET; THENCE SOUTH 87 DEGREES 07 MINUTES 35 SECONDS EAST 44.96 FEET; THENCE SOUTH 02 DEGREES 52 MINUTES 25 SECONDS WEST 6.00 FEET; THENCE SOUTH 87 DEGREES 07 MINUTES 35 SECONDS EAST 6.95 FEET; THENCE NORTHEASTERLY 102.27 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 82 DEGREES 13 MINUTES 10 SECONDS EAST 101.68 FEET; THENCE NORTH 71 DEGREES 33 MINUTES 56 SECONDS EAST 37.64 FEET; THENCE SOUTHEASTERLY 288.52 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 325.00 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 83 DEGREES 00 MINUTES 07 SECONDS EAST 279.14 FEET; THENCE SOUTH 57 DEGREES 34 MINUTES 09 SECONDS EAST 25.67 FEET; THENCE SOUTHEASTERLY 153.45 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 73 DEGREES 33 MINUTES 17 SECONDS EAST 151.47 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 25 SECONDS EAST 24.96 FEET; THENCE NORTHEASTERLY 19.29 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 12.50 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 46 DEGREES 15 MINUTES 24 SECONDS EAST 17.43 FEET; THENCE NORTH 02 DEGREES 03 MINUTES 13 SECONDS EAST 2.55 FEET; THENCE SOUTH 87 DEGREES 56 MINUTES 47 SECONDS EAST 65.00 FEET; THENCE NORTH 02 DEGREES 03 MINUTES 13 SECONDS EAST 255.63 FEET; THENCE SOUTH 79 DEGREES 29 MINUTES 39 SECONDS EAST 272.44 FEET; THENCE SOUTH 57 DEGREES 39 MINUTES 11 SECONDS EAST 159.73 FEET; THENCE SOUTH 75 DEGREES 35 MINUTES 55 SECONDS EAST 275.46 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 31 SECONDS EAST 166.52 FEET TO EAST LINE OF LAND CONTAINED IN BOOK 327/440; THENCE SOUTH 01 DEGREES 42 MINUTES 30 SECONDS EAST ALONG SAID EAST LINE 158.57 FEET TO THE AFORESAID LAND IN INSTRUMENT 2011009107, THE NEXT (3) COURSES ARE ALONG SAID INSTRUMENT; (1) THENCE NORTH 89 DEGREES 58 MINUTES 01 SECONDS WEST 21.27 FEET; (2) THENCE SOUTH 00 DEGREES 04 MINUTES 56 SECONDS EAST 140.39 FEET; (3) THENCE NORTH 89 DEGREES 46 MINUTES 39 SECONDS WEST 461.96 FEET TO THE POINT OF BEGINNING, CONTAINING 11.486 ACRES MORE OR LESS.

OWNER CERTIFICATION

THE UNDERSIGNED, PUBLIC INVESTMENT CORPORATION, AN INDIANA CORPORATION, BY THEODORE J. FERGUSON, PRESIDENT AND ~~DAVID L. FERGUSON~~ SECRETARY ASSISTANT, BEING THE OWNER OF THE ABOVE DESCRIBED REAL ESTATE, DOES HEREBY LAYOFF, PLAT AND SUBDIVIDE THE SAME INTO LOTS AND STREETS IN ACCORDANCE WITH THIS PLAT. THIS PLAT SHALL BE KNOWN AND DESIGNATED AS MILL CREEK SUBDIVISION PHASE 2 SECTION 1.

ALL ADDITIONAL ROAD RIGHTS-OF-WAY SHOWN AND NOT PREVIOUSLY DEDICATED ARE HEREBY DEDICATED TO PUBLIC USE.

THE REAL ESTATE DESCRIBED ON THIS PLAT SHALL BE AND IS HEREBY SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF MILL CREEK TECHNOLOGY PARK, PER INSTRUMENT 2005024822 AND AMENDED BY INSTRUMENT 2006000280, AND AMENDED BY INSTRUMENT **# 2020011924**.

IN WITNESS WHEREOF, PUBLIC INVESTMENT CORPORATION, AN INDIANA CORPORATION, HAS HEREUNTO

EXECUTED THIS 4th DAY OF June, 2020.

BY: Theodore J. Ferguson
THEODORE J. FERGUSON, ITS PRESIDENT

BY: David L. Ferguson
~~DAVID L. FERGUSON~~, ITS SECRETARY ASSISTANT

NOTARY CERTIFICATION

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF INDIANA AND MONROE COUNTY, PERSONALLY APPEARED THEODORE J. FERGUSON, PERSONALLY KNOWN TO ME TO BE THE PRESIDENT OF PUBLIC INVESTMENT CORPORATION, AND ~~DAVID L. FERGUSON~~ PERSONALLY KNOWN TO ME TO BE THE SECRETARY ASSISTANT OF PUBLIC INVESTMENT CORPORATION, BEING THE OWNER OF THE DESCRIBED REAL ESTATE, AND WHO ACKNOWLEDGED THE EXECUTION OF THE FOREGOING PLAT FOR THE REAL ESTATE KNOWN AS MILL CREEK SUBDIVISION PHASE 2 SECTION 1, AS THEIR VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND NOTARIAL SEAL THIS 4th DAY OF June, 2020.

Lori S. Chandler, NOTARY PUBLIC, SIGNATURE

Lori S. Chandler, NOTARY PUBLIC, PRINTED

COUNTY OF RESIDENCE: _____

MY COMMISSION EXPIRES: _____

COMMISSION NO: _____

PLAN COMMISSION AND BOARD OF PUBLIC WORKS

UNDER THE AUTHORITY PROVIDED BY CHAPTER 174, ACTS OF 1947, ENACTED BY GENERAL ASSEMBLY OF THE STATE OF INDIANA AND ORDINANCE ADAPTED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF BLOOMINGTON:

APPROVED BY THE BOARD OF PUBLIC WORKS AT A MEETING HELD:

June 09, 2020

PRESIDENT Hydrex Deane

MEMBER Beth H. Halliwell

MEMBER Dave Palagoff

APPROVED BY THE CITY PLAN COMMISSION AT A MEETING HELD:

Theresa Porter
THERESA PORTER, DIRECTOR OF PLANNING AND TRANSPORTATION

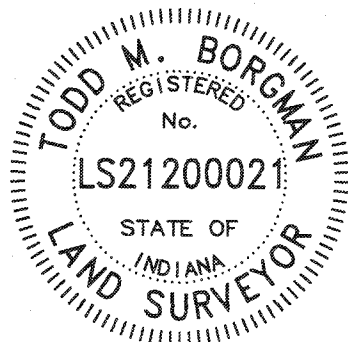
Brian Wiese
PRESIDENT OF PLAN COMMISSION

SURVEYOR'S CERTIFICATE

THIS SURVEY WAS PERFORMED UNDER THE DIRECTION OF THE UNDERSIGNED, AND TO THE BEST OF THIS SURVEYOR'S KNOWLEDGE AND BELIEF WAS EXECUTED ACCORDING TO SURVEY REQUIREMENTS IN 865 IAC 1.12 FOR THE STATE OF INDIANA.

DATED THIS 4th DAY OF MAY, 2020.

TMB
TODD M. BORGMAN
REGISTERED LAND SURVEYOR NO. 21200021
STATE OF INDIANA



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. (TODD BORGMAN)

SURVEYOR'S REPORT

JOB NUMBER: 5449
TYPE OF SURVEY: ORIGINAL AND RETRACEMENT SURVEY
CLASS OF SURVEY: URBAN SURVEY (865 IAC 1-12)
FIELD WORK COMPLETED: JANUARY 2018
LOCATION OF SURVEY: TAPP ROAD AND WEIMER ROAD, BLOOMINGTON, INDIANA

IN ACCORDANCE WITH TITLE 865, ARTICLE 1, CHAPTER 12 (RULE 12) OF THE INDIANA ADMINISTRATIVE CODE (IAC), THE FOLLOWING OBSERVATIONS AND OPINIONS ARE SUBMITTED REGARDING THE UNCERTAINTY IN THE POSITION OF THE LINES AND CORNERS ESTABLISHED AND/OR REESTABLISHED ON THIS SURVEY AS A RESULT OF:

- 1) AVAILABILITY AND CONDITION OF REFERENCE MONUMENTS.
- 2) CLARITY AND/OR AMBIGUITY OF THE RECORD DESCRIPTION(S) USED AND/OR THE ADJOINER'S DESCRIPTIONS.
- 3) OCCUPATION OR POSSESSION LINES.
- 4) MEASUREMENTS (RELATIVE POSITIONAL ACCURACY).

NOTE: THERE MAY EXIST UNWRITTEN RIGHTS ASSOCIATED WITH THESE UNCERTAINTIES.

- 1) **AVAILABILITY AND CONDITION OF REFERENCE MONUMENTS**
MONUMENTS USED IN PERFORMANCE OF THIS SURVEY ARE LABELED HEREON. UP TO 1.5 FEET OF UNCERTAINTY.
- 2) **CLARITY AND/OR AMBIGUITY OF THE RECORD DESCRIPTION(S)**
NONE
- 3) **OCCUPATION OR POSSESSION LINES**
POSSESSION LINES AT THE TIME OF THE SURVEY ARE CONSISTENT WITH THE ESTABLISHED LINES.
- 4) **MEASUREMENTS (RELATIVE POSITIONAL ACCURACY)**
URBAN SURVEY (+/- 0.07 FOOT PLUS 50 PARTS PER MILLION) AS DEFINED IN 865 IAC 1-12, EFFECTIVE MAY 4, 2006.
THEORY OF LOCATION
THE SUBJECT PROPERTY WAS PREVIOUSLY SURVEYED BY THIS FIRM IN PERFORMANCE OF JOBS 989-B AND 3317. MONUMENTATION AND SURVEY CONTROL FROM THE PRIOR SURVEYS WERE HELD FOR THIS SURVEY. THE NEW BOUNDARY LINES WERE RUN AT THE DIRECTION OF THE CLIENT.

MILL CREEK PHASE 2 SECTION 1 FINAL PLAT

SMITH BREHOB & ASSOCIATES, INC., 453 S. CLARIZZ BLVD., BLOOMINGTON, INDIANA 47401
T: 812.336.6536 W: www.smithbrehob.com

JOB 5449
PAGE 2 OF 2

PLAT DATED: JUNE 4, 2020





IRREVOCABLE STANDBY LETTER OF CREDIT

Applicant: Public Investment Corporation
3900 W. Industrial Blvd Ste 5
Bloomington IN 47403-5150

Beneficiary: City of Bloomington
401 N Morton
Bloomington IN 47401

Issuance Date: August 04, 2022

Standby Letter of Credit No. TBD

Maximum Amount: US \$38,211.30 (Thirty-Eight Thousand Two Hundred Eleven and 30/100th United States Dollars)

Initial Expiry Date: August 04, 2024

At the request of Applicant, we hereby issue in favor of Beneficiary our Irrevocable Standby Letter of Credit which is available five (5) Business Days after presentation by Beneficiary of: (i) its fully completed and signed sight draft in the form of Exhibit A hereto, (ii) the original of this Irrevocable Standby Letter of Credit for our endorsement of our payment of such draft, and (iii) accompanied by a fully completed and signed certificate in the form of Exhibit B hereto certifying, among other items:

That Public Investment Corporation has defaulted in its obligation to Beneficiary under that Certain Agreement.

(collectively, the "Required Documents").

You may present to us one or more demands for payment under this Letter of Credit from time to time prior to the Expiry Date in an aggregate amount not to exceed the Maximum Amount of the Letter of Credit then in effect (it being understood that the honoring by us of each demand for payment shall reduce the Maximum Amount of the Letter of Credit then in effect.)

Demand for payment may be made by you under this Letter of Credit prior to the Expiry Date at any time during our business hours at our Commercial Loan Documentation Department, Letter of Credit Section – RYL-003, 600 N. Royal Ave., Evansville, IN 47715 on a day (herein called a "Business Day") on which we are open for the purpose of conducting commercial banking business. If demand for payment is made by you hereunder prior to 12:00 p.m., Evansville, Indiana time, on a Business Day, and provided that such demand for payment and the Required Documents presented in connection therewith conform to the terms and conditions hereof, payment shall be made to you of the amount demanded, in immediately available funds, not later than 4:00 p.m., Evansville, Indiana time, on the fifth Business Day thereafter, by wire transfer as indicated in your certificate presented to us in connection with such demand.

If demand for payment made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give you prompt notice that the purported negotiation was not effected in accordance with the terms and conditions of this Letter of Credit stating the reasons therefor and that we are holding any documents at your disposal or are returning the same to you, as we may elect. Upon being notified that the purported negotiation was not effected in accordance with the Letter of Credit, you may attempt to correct any such nonconforming demand for payment if and to the extent that you are able to do so and provided that such full performance is accomplished on or before the Expiry Date.

Multiple and partial drawings may be made under the Letter of Credit, but the aggregate of all drawings under this Letter of Credit shall in no event exceed the Maximum Amount.

This Letter of Credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended or amplified by reference to any document, instrument or agreement referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement. This Letter of Credit cannot be modified without the consent of us and you.

This Letter of Credit is not assignable or transferrable without our prior written consent and may be drawn upon only by the Beneficiary or its permitted assignees or transferees.

This Letter of Credit is subject to International Standby Practices 1998 International Chamber of Commerce Publication No. 590 ("ISP 98"). This Letter of Credit shall be deemed to be a contract made under the law of the State of Indiana, and, as to those matters not governed by ISP 98, shall be governed by and construed in accordance with the law of the State of Indiana, without regard to principles of conflicts of law.

Very Truly Yours,

OLD NATIONAL BANK

By: _____

Printed: Tena Villines

Title: Commercial Pre-Closing & Documentation Manager, AVP

EXHIBIT A
SIGHT DRAFT

Date: _____

Letter of Credit No. **TBD**

FOR VALUE RECEIVED

Pay at Sight to: _____ City of Bloomington (Beneficiary)

U.S. _____ Dollars (U.S. \$ _____).

Charge to account of _____ Public Investment Corporation (Applicant)

Drawn under Old National Bank
Irrevocable Standby Letter of Credit No. **TBD**
dated August 04, 2022 (the "Letter of Credit")

TO: Old National Bank
Commercial Loan Documentation Department
Letter of Credit Section – RYL-003
600 N. Royal Ave.
Evansville, IN 47715

The sum drawn does not exceed the amount available to be drawn thereunder as provided in such Letter of Credit.

Terms defined in the Letter of Credit have the same meaning as the terms when used herein.

City of Bloomington
(Beneficiary)

By: _____

Printed: _____

Title: _____

EXHIBIT B

Date: _____

TO: Old National Bank
Commercial Loan Documentation Department
Letter of Credit Section – RYL-003
600 N. Royal Ave.
Evansville, IN 47715

Re: Irrevocable Standby Letter of Credit No. **TBD**

Ladies and Gentlemen:

The undersigned is the beneficiary (the "Beneficiary") of the Irrevocable Standby Letter of Credit No. **TBD** dated August 04, 2022 (the "Letter of Credit") issued by you for the account of Public Investment Corporation (the "Applicant").

1. That Public Investment Corporation has defaulted in its obligation to Beneficiary under that certain Agreement.
2. The amount demanded hereunder, when aggregated with amounts previously paid to us under the Letter of Credit, does not exceed the Maximum Amount.
3. The undersigned is an authorized representative of the Beneficiary.

Please wire transfer the amounts paid hereunder to the undersigned as follows:

Terms defined in the Letter of Credit have the same meanings when used herein.

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be executed by its duly authorized officer this ____ day of _____, 20____.

Sincerely,

City of Bloomington
(Beneficiary)

By: _____

Printed: _____

Title: _____



City of Bloomington
Planning and Transportation Department

Certificate of Final Acceptance - Application

Application:

Public Improvement Project Location (Name on plat): Mill Creek Phase 2 Section 1 Final plat

Public Improvement Project Description: Commercial Subdivision

Developer: Public Investment Corporation

General Contractor: Milestone

Relevant Instrument Number(s): 2020012453

Date of Substantial Completion of Public Improvement Project: August 2020

Applicant's Name: Theodore J. Ferguson

Applicant's Title: President

Applicant's Agency: Public Investment Corporation

Date of Application for Final Acceptance: June 27, 2022

By signing below, the Applicant does hereby certify that as of the above Date of Application for Final Acceptance, the said Project meets all of the requirements for Final Acceptance according to Bloomington Municipal Code. The applicant further certifies that the completed public improvements: are in compliance with the design standards of Chapter 20.05.050, Subdivision Design Standards of Bloomington Municipal Code; have been constructed in accordance with City of Bloomington Planning and Transportation Department and Engineering Department requirements; and have been installed in accordance with the approved plans.

Theodore J. Ferguson
Applicant's Signature

June 27, 2022
Date

Mill Creek
Phase 2 Sec. 1



City of Bloomington
Planning and Transportation Department

CERTIFICATE OF FINAL ACCEPTANCE - INSPECTION AND RECOMMENDATION

INSPECTION

Signing of this portion of this form shall certify that the public improvements within the public right-of-way contained in this Project have been visually inspected by representatives of the City of Bloomington Planning and Transportation Department and Engineering Department, that public improvements within the public right-of-way appear to have been installed in accordance with appropriate specifications, and that aforementioned representatives take no exception with the installation. Additional inspection reports may be included with this document. A two year performance surety for the public improvements shall be in effect and shall not terminate until a period of two years after the certificate of final acceptance is approved.

RECOMMENDATION

- ☒ Acceptance of Public Improvements by City of Bloomington Board of Public Works and Release of Performance Surety. (Notwithstanding any partial release of the performance bond or letter of credit, the City shall require a maintenance bond to remain in effect for a period of two years after the certificate of final acceptance is approved. The maintenance bond shall be in the amount of five percent of the original performance bond, or \$10,000.00, whichever is greater, or as determined by the Transportation and Traffic Engineer.)
- ☐ Extension of Performance Surety. (Attach list of deficiencies including timeline for remediation.)
- ☐ Declaration that Performance Surety is in Default.

Development Services Representative:

Signature: Jacqueline Scanlan Date: 6/29/22
Printed Name: Jacqueline Scanlan Title: Development Services Manager

Engineering Department Representative:

Signature: Emily Heare Date: 6/29/22
Printed Name: Emily Heare Title: Public Improvements Manager



**City of Bloomington
Planning and Transportation Department**

CERTIFICATE OF FINAL ACCEPTANCE

WHEREAS, the completed public improvements within the public right-of-way do appear to comply with the design standards of Chapter 20.05.050, Subdivision Design Standards of the Bloomington Municipal Code, and do appear to have been constructed in accordance with City of Bloomington Planning and Transportation Department and Engineering Department requirements; and

WHEREAS, the completed public improvements within the public right-of-way appear to have been installed in accordance with the approved plans; and

WHEREAS, a performance surety in an amount equal to the greater of 5% of the original surety or \$10,000 or as determined by the Transportation and Traffic Engineer shall be maintained for two years from the date the certificate of final acceptance is approved; and

NOW, THEREFORE, upon the recommendation of the Planning and Transportation Department and Engineering Department, the public improvements within the public right-of-way are hereby accepted by the City of Bloomington Board of Public Works.

Signature:_____ Date:_____

Printed Name:_____ Title:_____

Signature:_____ Date:_____

Printed Name:_____ Title:_____

Signature:_____ Date:_____

Printed Name:_____ Title: _____



Board of Public Works Staff Report

Project/Event: Resolution to approve contract for 410 S Highland Ave repairs
Petitioner/Representative: HAND
Staff Representative: Michael Arnold
Date: July 05, 2022

Report:

April 08, 2021	Drive by inspection of property
April 14, 2021	Sent Order to Repair
April 18, 2021	Received Signed Receipt of delivery
June 06, 2021	Sent Past Deadline Letter
July 28, 2021	Not in compliance
August 13, 2021	Sent Request to Access Property letter
September 07, 2021	Property not sealed
September 20, 2021	Sent Order amended to be Repair and Seal
October 07, 2021	Sent Past Deadline letter
November 02, 2021	Sent Request to access Property letter
January 06, 2022	Received Warrant of Entry to evaluate property
April 18, 2022	Began Process to get bids to repair structure
April 29, 2022	Warrant of Entry to allow contractors access to structure in order to obtain bids for work needed for compliance
May 18, 2022	Award of bid to Haire Construction
June 22, 2022	Documents complete

This is a property that has been vacant for many years. On April 08, 2021 a drive by of the property was conducted to evaluate compliance with Title 17.16 of the Bloomington Municipal Code and it was noted that the west wall of the foundation

had collapsed. An Order to Repair was sent to the owner. On September 07, 2021 a drive by was conducted and it was noted that there were open windows and doors. The Order was amended to Repair and Seal. Compliance was not achieved and a Warrant of Entry was granted by Monroe County Courts to allow access to the property to evaluate the extent of damage to the structure. The cost to repair was estimated to be over \$10,000 so a Request for Quote was posted. A second Warrant of Entry was issued to allow for contractors to access the property to evaluate the structure. During this walk-thru it was noted that a large portion of the concrete block foundation wall has collapsed into the basement. The bid was awarded on May 18, 2022. Contracts are complete and the contractor has satisfied all requirements to be eligible to complete the work. We are asking the Board to uphold the Resolution so work can move forward to bring this structure into compliance.

Recommend ☒ **Approval** ☐ **Denial by:** Michael Arnold





BOARD OF PUBLIC WORKS
RESOLUTION 2022-45
Unsafe Order for 410 S. Highland Avenue, Bloomington, Indiana

WHEREAS, the City of Bloomington Housing and Neighborhood Development (HAND) has issued an **Order To Repair and Seal** the property located at 410 S. Highland Avenue, Bloomington, Indiana ("Property") because said property is unsafe as defined by both Indiana Code 36-7-9 and Chapter 17.16 of the Bloomington Municipal Code; and

WHEREAS, HAND has issued an Order to the owner of record for the Property, and those individuals or corporations who are believed to have a substantial interest in the Property, in accordance with the rules and procedures outlined in Indiana Code 36-7-9 *et seq.* and Chapter 17.16 of the Bloomington Municipal Code; and

WHEREAS, the Order was not appealed and is now a final Order; and

WHEREAS, HAND obtained a warrant of entry to inspect the property to determine the scope of work and estimated cost of the expense to effectuate the Order; and

WHEREAS, HAND determined the cost would exceed \$10,000.00 and, pursuant to Indiana Code, issued a request for quotes for a licensed contractor to complete the work under the Order; and

WHEREAS, Haire Construction, LLC was the only responsive and responsible bidder for the project; and

WHEREAS, HAND wishes to contract with Haire Construction, LLC to perform the work under the Order and to have said work done as soon as practicable.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Board of Public Works now approves the award of bid and contract with Haire Construction, LLC to perform work under the Unsafe order at 410 South Highland Avenue, Bloomington, Indiana

So ordered this 5th day of July, 2022.

By: _____
Kyla Cox Deckard, President of the Board

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

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

My Commission Expires: _____

Notary Public Signature

Resident of _____ County

Printed Name of Notary

**AGREEMENT BETWEEN THE CITY OF BLOOMINGTON
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
AND
HAIRE CONSTRUCTION, LLC
FOR**

REPAIR OF UNSAFE STRUCTURE LOCATED AT 410 S. HIGHLAND AVE.

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Housing and Neighborhood Development, (hereinafter referred to as “City”), and Haire Construction, LLC, a Kentucky limited liability company duly incorporated in the State of Kentucky with its principal place of business located at 11214 Decimal Drive, Louisville, KY 40299, (hereinafter referred to as the “Contractor”);

WHEREAS, City desires to retain Contractor to repair the unsafe structure at the real estate located at 410 S. Highland Ave., Bloomington, IN, which said services are more particularly identified in the Scope of Work which is attached hereto, marked as Attachment “A”, and by this reference incorporated herein; and

WHEREAS, Contractor is qualified and willing to perform the work as per its 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:

I. TERM & TERMINATION.

- A. 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.
- B. This Agreement shall expire once all terms and conditions of this Agreement are completed, or on **December 31, 2022**, whichever shall first occur.

II. SERVICES

- A. Contractor shall complete all work required under this Agreement on or before December 31, 2022, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.
- B. Contractor agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being

understood, however, that permitting Contractor to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of City of any of its rights herein.

III. COMPENSATION

- A. Upon the submittal of approved claims, City shall compensate Contractor in a lump sum not to exceed **Forty-One Thousand Two Hundred Fifty Dollars (\$41,250.00)**. City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:
 - 1. Defective work.
 - 2. Evidence indicating the probable filing of claims by other parties against Contractor which may adversely affect City.
 - 3. Failure of Contractor to make payments due to sub-Contractors, material suppliers or employees.
 - 4. Damage to City or a third party.
- B. 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.
- C. 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.

IV. RETAINAGE

For contracts in excess of \$100,000, the City requires that retainage be held as set out below.

THIS SECTION INTENTIONALLY LEFT BLANK

V. GENERAL PROVISIONS

- A. 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 sub-Contractors 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 sub-Contractors 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.
- B. **Abandonment, Default and Termination**

1. City shall have the right to abandon the work contracted for in this Agreement without penalty. If City abandons the work described herein, Contractor shall deliver to City all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of City. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by Contractor under this Agreement and the work which Contractor was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by City and Contractor. The payment made to Contractor shall be paid as a final payment in full settlement of his services hereunder.
2. If Contractor defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, City may, after seven (7) days' written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative, City, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, Contractor or his surety, shall pay the difference to City.
3. **Default:** If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:
 - a. Failure to begin the work under this Agreement within the time specified.
 - b. Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.
 - c. Unsuitable performance of the work as determined by Utilities Engineer or his representative.
 - d. Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
 - e. Discontinuing the prosecution of the work or any part of it.
 - f. Inability to finance the work adequately.
 - g. If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.
4. City shall send Contractor a written notice of default. If Contractor, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then City shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said Contractor, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or City may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

5. All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said Contractor. In case the expenses so incurred by City shall be less than the sum which would have been payable under the Contract if it had been completed by said Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, Contractor and his Surety will be liable and shall pay to City the amount of said excess. By taking over the prosecution of the work, City does not forfeit the right to recover damages from Contractor or his Surety for his failure to complete the work in the time specified.
6. 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.
7. 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.
8. If the City has to pursue legal action against the Contractor for breach of any term of this Agreement, Contractor will be liable for all costs of litigation including, but not limited to attorney fees. Any action shall be filed in Monroe County, Indiana.

C. **Independent Contractor Status.** Both parties agree that for the purpose of this Agreement, Contractor shall be an Independent Contractor and not an employee of City

D. **Successors and Assigns.** 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.

E. **Extent of Agreement: Integration.**

1. This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:
 - a. This Agreement and its Attachments.
 - b. 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.
2. 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.

F. Insurance.

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

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

2. Contractor's comprehensive general liability insurance shall also provide coverage for the following:

- a. Premises and operations;
 - b. Contractual liability insurance as applicable to any hold-harmless agreements;
 - c. 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;
 - d. Broad form property damage - including completed operations;
 - e. Fellow employee claims under Personal Injury; and
 - f. Independent Contractors.
3. 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.
4. 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.

G. 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.

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

I. Non-Discrimination.

1. 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.
2. 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.

- 3.** Contractor and sub-Contractors 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.
- 4.** Contractor certifies for itself and all its sub-Contractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:
 - a.** 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;
 - b.** The utilization of Minority and Women Business Enterprises. Contractor further certifies that it:
 - i.** Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
 - ii.** Encourages the use of small business, minority-owned business and women-owned business in its operations.
- 5.** 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 sub-Contractor, nor any person acting on behalf of such Contractor or sub-Contractor, 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, sub-Contractor, 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.

J. Workmanship and Quality of Materials.

1. 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.
2. OR EQUAL/OR EQUIVALENT: 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 Utilities Engineer. The approval by the Utilities 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 Planning and Transportation shall only be substituted or changed by their approval which shall be submitted in writing to the Utilities Engineer.
3. City shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Utilities Director and are not subject to arbitration.

- K. 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.

L. Amendments/Changes.

1. Except as provided in Paragraph V.L.2, this Agreement may be amended only by written instrument signed by both City and Contractor.
2. 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.

3. If Contractor believes that any direction of City under paragraph V.L.2, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with City no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.
4. 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.

M. Performance Bond and Payment Bond.

1. 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.
2. Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor Performance Bond.
3. 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.

- N. Payment of Sub-Contractors.** Contractor shall pay all sub-Contractors, 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 sub-Contractors, 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 sub-Contractors, laborers, material suppliers, and those furnishing services to Contractor.

- O. 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:

HAND
Attn: Mike Arnold
401 N. Morton St., Suite 130
Bloomington, IN 47402

TO CONTRACTOR:

Haire Construction, LLC
Attn: Luke Haire
11214 Decimal Dr.
Louisville, KY 40299

- P. 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.

Q. 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 five (5) 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 five (5) 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.

R. Steel or Foundry Products.

1. 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.
2. Domestic Steel products are defined as "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."
3. Domestic Foundry products are defined as "Products cast from ferrous and nonferrous metals by foundries in the United States."
4. The United States is defined to include all territory subject to the jurisdiction of the United States.
5. City may not authorize or make any payment to Contractor unless City is satisfied that Contractor has fully complied with this provision.

S. Verification of Employees' Immigration Status

1. 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 "B"**, 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.

- T. Non-Collusion.** Contractor certifies that it has not, nor has any other member, representative, or agent of Service Provider, 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. Service Provider shall swear under oath, via signed affidavit, attached as **Attachment “C”** and by this reference incorporated herein, that Service Provider has not engaged in any collusive conduct.

John Hamilton, Mayor
City of Bloomington

DATED

ATTACHMENT “A”

“SCOPE OF WORK”

SECTION 6.0

SCOPE OF WORK

Obtain all permits required to complete the repairs

Remove the debris from the failed portion of the foundation wall and dispose of properly

Verify the footing is intact and make any necessary repairs

Re-build the deteriorated/failed portion of the basement foundation wall

Insure all floor joist and structural members are properly secured and stabilized

Verify all openings are secured or properly sealed to prevent unauthorized entry



EXHIBIT A
(2 pages)

CITY OF BLOOMINGTON QUOTE FORM
RFQ #2022 – HAND – 410 S Highland Ave

SEND OR DELIVER QUOTE TO:

City of Bloomington Housing and Neighborhood Development.
401 N Morton St. Ste. 130
Bloomington, IN 47404

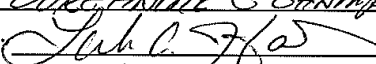
Pricing shall include all costs, including labor and material and shall include a detailed breakdown of the cost of work by line items. The detailed cost information can be included on an additional page.

ITEM NO.	DESCRIPTION	COST
1	Proper Removal of Debris	\$ 3,800.00
2	Repair of footing – if required	\$ 6,000.00
3	Replacement of the failed block foundation wall	\$ 8,500.00
4	Stabilization of floor joists and other structural members	\$ 4,200.00
5	Seal openings as required for compliance	\$ 1,850.00
6	Brick Restoration + Install	9,000.00

7 Window Restoration or Replacement 3,250.00
Provide start date and completion date with anticipated weather days included

Start Date 6/20/22 Completion Date 6/30/22

VENDOR / CONTRACTOR INFORMATION

Company: HAIRE CONSTRUCTION
Name (print): Luke Haire
Address: 11214 Decimare Dr. Louisville KY 40299
Telephone: 502-493-4822 Fax: _____
E-Mail: LUKEHAIRE@CHAMPIONUP.COM
Signature: 
(Must be signed by an authorized company representative.)

⑧ Expansion of Drainage - Brdkt. 11 4,650⁰⁰

E-VERIFY AFFIDAVIT

AFFIDAVIT

County of Residence:

ATTACHMENT "C"

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 _____, 2022.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

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 _____, 2022.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____



Board of Public Works Staff Report

Project/Event: Resolution to approve contract for 708 S Adams St repairs
Petitioner/Representative: HAND
Staff Representative: Michael Arnold
Date: July 05, 2022

Report:

September 13, 2021 Received a complaint about this structure
September 14, 2021 Drive by inspection of the structure
September 20, 2021 Sent Order to Repair and Seal
November 04, 2021 Sent Past Deadline Letter
January 19, 2022 Warrant of Entry granted by Monroe County Court
January 26, 2022 Warrant of Entry inspection
April 18, 2022 Began Process to get bids to repair structure
April 29, 2022 Warrant of Entry to allow contractors access to structure in order to obtain bids for work needed for compliance
May 18, 2022 Award of bid to Haire Construction
June 22, 2022 Documents complete

This is a vacant property. On September 14, 2021 a drive by of the property was conducted to evaluate compliance with Title 17.16 of the Bloomington Municipal Code and it was noted that the west wall of the foundation had collapsed. An Order to Repair and Seal was sent to the owner. Compliance was not achieved and a Warrant of Entry was granted by Monroe County Courts to allow access to the property to evaluate the extent of damage to the structure. The cost to repair was estimated to be over \$10,000 so a Request for Quote was posted. A second Warrant of Entry was issued to allow for contractors to access the property to

evaluate the structure. During this walk-thru of the property it was noted that a large section of the south limestone foundation wall had collapsed into the basement. The bid was awarded on May 18, 2022. Contracts are complete and the contractor has satisfied all requirements to be eligible to complete the work. We are asking the Board to uphold the Resolution so work can move forward to bring this structure into compliance.

Recommend ☒ **Approval** ☐ **Denial by:** Michael Arnold





BOARD OF PUBLIC WORKS
RESOLUTION 2022-46
Unsafe Order for 708 S. Adams St., Bloomington, Indiana

WHEREAS, the City of Bloomington Housing and Neighborhood Development (HAND) has issued an **Order To Repair and Seal** the property located at 708 S. Adams St., Bloomington, Indiana ("Property") because said property is unsafe as defined by both Indiana Code 36-7-9 and Chapter 17.16 of the Bloomington Municipal Code; and

WHEREAS, HAND has issued an Order to the owner of record for the Property, and those individuals or corporations who are believed to have a substantial interest in the Property, in accordance with the rules and procedures outlined in Indiana Code 36-7-9 *et seq.* and Chapter 17.16 of the Bloomington Municipal Code; and

WHEREAS, the Order was not appealed and is now a final Order; and

WHEREAS, HAND obtained a warrant of entry to inspect the property to determine the scope of work and estimated cost of the expense to effectuate the Order; and

WHEREAS, HAND determined the cost would exceed \$10,000.00 and, pursuant to Indiana Code, issued a request for quotes for a licensed contractor to complete the work under the Order; and

WHEREAS, Haire Construction, LLC was the only responsive and responsible bidder for the project; and

WHEREAS, HAND wishes to contract with Haire Construction, LLC to perform the work under the Order and to have said work done as soon as practicable.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Board of Public Works now approves the award of bid and contract with Haire Construction, LLC to perform work under the Unsafe order at 708 S. Adams St., Bloomington, Indiana

So ordered this 5th day of July, 2022.

By: _____
Kyla Cox Deckard, President of the Board

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

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

My Commission Expires: _____

Notary Public Signature

Resident of _____ County

Printed Name of Notary

**AGREEMENT BETWEEN THE CITY OF BLOOMINGTON
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
AND
HAIRE CONSTRUCTION, LLC
FOR
REPAIR OF UNSAFE STRUCTURE LOCATED AT 708 S. ADAMS ST.**

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Housing and Neighborhood Development, (hereinafter referred to as “City”), and Haire Construction, LLC, a Kentucky limited liability company duly incorporated in the State of Kentucky with its principal place of business located at 11214 Decimal Drive, Louisville, KY 40299, (hereinafter referred to as the “Contractor”);

WHEREAS, City desires to retain Contractor to repair the unsafe structure at the real estate located at 708 S. Adams St., Bloomington, IN, which said services are more particularly identified in the Scope of Work which is attached hereto, marked as Attachment “A”, and by this reference incorporated herein; and

WHEREAS, Contractor is qualified and willing to perform the work as per its 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:

I. TERM & TERMINATION.

- A. 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.
- B. This Agreement shall expire once all terms and conditions of this Agreement are completed, or on **December 31, 2022**, whichever shall first occur.

II. SERVICES

- A. Contractor shall complete all work required under this Agreement on or before December 31, 2022, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.
- B. Contractor agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being

understood, however, that permitting Contractor to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of City of any of its rights herein.

III. COMPENSATION

- A. Upon the submittal of approved claims, City shall compensate Contractor in a lump sum not to exceed **Thirty-Three Thousand One Hundred Eighty Dollars (\$33,180.00)**. City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:
 - 1. Defective work.
 - 2. Evidence indicating the probable filing of claims by other parties against Contractor which may adversely affect City.
 - 3. Failure of Contractor to make payments due to sub-Contractors, material suppliers or employees.
 - 4. Damage to City or a third party.
- B. 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.
- C. 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.

IV. RETAINAGE

For contracts in excess of \$100,000, the City requires that retainage be held as set out below.

THIS SECTION INTENTIONALLY LEFT BLANK

V. GENERAL PROVISIONS

- A. 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 sub-Contractors 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 sub-Contractors 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.
- B. **Abandonment, Default and Termination**

1. City shall have the right to abandon the work contracted for in this Agreement without penalty. If City abandons the work described herein, Contractor shall deliver to City all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of City. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by Contractor under this Agreement and the work which Contractor was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by City and Contractor. The payment made to Contractor shall be paid as a final payment in full settlement of his services hereunder.
2. If Contractor defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, City may, after seven (7) days' written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative, City, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, Contractor or his surety, shall pay the difference to City.
3. **Default:** If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:
 - a. Failure to begin the work under this Agreement within the time specified.
 - b. Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.
 - c. Unsuitable performance of the work as determined by Utilities Engineer or his representative.
 - d. Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
 - e. Discontinuing the prosecution of the work or any part of it.
 - f. Inability to finance the work adequately.
 - g. If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.
4. City shall send Contractor a written notice of default. If Contractor, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then City shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said Contractor, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or City may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

5. All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said Contractor. In case the expenses so incurred by City shall be less than the sum which would have been payable under the Contract if it had been completed by said Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, Contractor and his Surety will be liable and shall pay to City the amount of said excess. By taking over the prosecution of the work, City does not forfeit the right to recover damages from Contractor or his Surety for his failure to complete the work in the time specified.
6. 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.
7. 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.
8. If the City has to pursue legal action against the Contractor for breach of any term of this Agreement, Contractor will be liable for all costs of litigation including, but not limited to attorney fees. Any action shall be filed in Monroe County, Indiana.

C. **Independent Contractor Status.** Both parties agree that for the purpose of this Agreement, Contractor shall be an Independent Contractor and not an employee of City

D. **Successors and Assigns.** 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.

E. **Extent of Agreement: Integration.**

1. This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:
 - a. This Agreement and its Attachments.
 - b. 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.
2. 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.

F. Insurance.

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

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

2. Contractor's comprehensive general liability insurance shall also provide coverage for the following:

- a. Premises and operations;
 - b. Contractual liability insurance as applicable to any hold-harmless agreements;
 - c. 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;
 - d. Broad form property damage - including completed operations;
 - e. Fellow employee claims under Personal Injury; and
 - f. Independent Contractors.
3. 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.
4. 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.

G. 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.

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

I. Non-Discrimination.

1. 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.
2. 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.

3. Contractor and sub-Contractors 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.
4. Contractor certifies for itself and all its sub-Contractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:
 - a. 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;
 - b. The utilization of Minority and Women Business Enterprises. Contractor further certifies that it:
 - i. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
 - ii. Encourages the use of small business, minority-owned business and women-owned business in its operations.
5. 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 sub-Contractor, nor any person acting on behalf of such Contractor or sub-Contractor, 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, sub-Contractor, 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.

J. Workmanship and Quality of Materials.

1. 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.
2. OR EQUAL/OR EQUIVALENT: 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 Utilities Engineer. The approval by the Utilities 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 Planning and Transportation shall only be substituted or changed by their approval which shall be submitted in writing to the Utilities Engineer.
3. City shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Utilities Director and are not subject to arbitration.

- K. 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.

L. Amendments/Changes.

1. Except as provided in Paragraph V.L.2, this Agreement may be amended only by written instrument signed by both City and Contractor.
2. 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.

3. If Contractor believes that any direction of City under paragraph V.L.2, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with City no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.
4. 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.

M. Performance Bond and Payment Bond.

1. 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.
2. Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor Performance Bond.
3. 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.

- N. Payment of Sub-Contractors.** Contractor shall pay all sub-Contractors, 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 sub-Contractors, 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 sub-Contractors, laborers, material suppliers, and those furnishing services to Contractor.

- O. 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:

HAND	Haire Construction, LLC
Attn: Mike Arnold	Attn: Luke Haire
401 N. Morton St., Suite 130	11214 Decimal Dr.
Bloomington, IN 47402	Louisville, KY 40299

- P. 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.

Q. 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 five (5) 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 five (5) 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.

R. Steel or Foundry Products.

1. 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.
2. Domestic Steel products are defined as "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."
3. Domestic Foundry products are defined as "Products cast from ferrous and nonferrous metals by foundries in the United States."
4. The United States is defined to include all territory subject to the jurisdiction of the United States.
5. City may not authorize or make any payment to Contractor unless City is satisfied that Contractor has fully complied with this provision.

S. Verification of Employees' Immigration Status

1. 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 "B"**, 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.

- T. Non-Collusion.** Contractor certifies that it has not, nor has any other member, representative, or agent of Service Provider, 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. Service Provider shall swear under oath, via signed affidavit, attached as **Attachment “C”** and by this reference incorporated herein, that Service Provider has not engaged in any collusive conduct.

John Hamilton, Mayor
City of Bloomington

DATED

ATTACHMENT “A”

“SCOPE OF WORK”

SECTION 6.0**SCOPE OF WORK**

Obtain all permits required to complete the repairs

Remove the debris from the failed portion of the foundation wall and dispose of properly

Verify the footing is intact and make any necessary repairs

Re-build the deteriorated/failed portion of the basement foundation wall

Insure all floor joist and structural members are properly secured and stabilized

Verify all openings are secured or properly sealed to prevent unauthorized entry

Replace the deteriorated cover on the septic tank

**EXHIBIT A**

CITY OF BLOOMINGTON QUOTE FORM**RFQ #2022 – HAND – 708 S ADAMS ST****SEND OR DELIVER QUOTE TO:**

City of Bloomington Housing and Neighborhood Development.
 401 N Morton St. Ste. 130
 Bloomington, IN 47404

Pricing shall include all costs, including labor and material and shall include a detailed breakdown of the cost of work by line items. The detailed cost information can be included on an additional page.

ITEM NO.	DESCRIPTION	COST
1	Proper Removal of Debris	\$ 5800. ⁰⁰
2	Repair of footing – if required	\$ 2600. ⁰⁰
3	Replacement of the failed block foundation wall	\$ 10,830. ⁰⁰
4	Stabilization of floor joists and other structural members	\$ 5700. ⁰⁰
5	Seal openings as required for compliance	\$ 1850. ⁰⁰
6	Repair/replace the cover on the septic tank	\$ 1350. ⁰⁰

Provide start date and completion date with anticipated weather days included

Start Date 6/20/22 Completion Date 6/30/22

VENDOR / CONTRACTOR INFORMATION

Company: Haine Construction
 Name (print): Luke Haine
 Address: 11214 Decima Dr Louisville KY 40299
 Telephone: 502-493-4822 Fax: _____
 E-Mail: lukehaine@championwp.com
 Signature: [Signature]
 (Must be signed by an authorized company representative.)

ATTACHMENT "B"

E-VERIFY AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF _____)
) 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 _____, 2022.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

ATTACHMENT "C"

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 _____, 2022.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

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 _____, 2022.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____



Board of Public Works Staff Report

Project/Event: Approval of Construction Inspection Contract with Rundell Ernstberger Associates, Inc.

Petitioner/Representative: Engineering Department

Staff Representative: Patrick Dierkes, Project Engineer

Date: 07/05/2022

Report: This project is the first step for the City of Bloomington towards the redevelopment of the IU Health Bloomington Hospital site. The project limits of the BHRU Phase 1 East project are bounded by 2nd Street to the north, 1st Street to the south, the B-Line Trail to the east, and Rogers Street to the west. Project objectives include site demolition, utility coordination, transportation and public facilities, and property platting as outlined in the City's BHRU Master Plan. Rundell Ernstberger Associates, Inc. was selected for construction inspection on this project from a competitive RFI process in which their response received the highest score out of five responses.

The contract is for an amount not to exceed One Million, One Hundred Seventy-Four Thousand, Seven Hundred and Forty Dollars (\$1,174,740.00).

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	Pending – RDC Approval	6/7/2021
Design Services Contract	Approved	6/8/2021
ROW Services Contract	Approved	6/8/2021
Public Need Resolution	N/A	--
Construction Inspection Contract	Current Items	07/05/2022
Construction Contract	Future	Sept. 2022

City of Bloomington Contract and Purchase Justification Form

Vendor: **Rundell Ernstberger Associates, Inc.** 

Contract Amount: \$1,174,740.00

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

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

of Submittals: 5

Yes No

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

☐ ☒

The inspection firm was selected based upon the most qualified for the job not cost. It is standard practice for contracts of this type that cost is not considered in selection. Typically the most qualified firm will provide the best final product for the City.

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

Rundell Ernstberger Associates, Inc. was selected for construction inspection on this project from a competitive RFI process in which their response received the highest score out of five responses.

Patrick Dierkes

Project Engineer

Engineering

Print/Type Name

Print/Type Title

Department

**PROJECT NAME: Bloomington Hospital Re-Use (BHRU) Infrastructure & Site Engineering
 – Phase 1 East – Inspection Contract**

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this _____ day of _____, 2022, by and between the City of Bloomington Engineering Department through the Board of Public Works (hereinafter referred to as "Board"), and Rundell Ernstberger Associates, Inc. (REA) (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to take the first step toward the redevelopment of the IU Health Bloomington Hospital site; and

WHEREAS, the project limits of the BHRU Phase 1 East are bounded by 2nd Street to the north, 1st Street to the south, the B-Line Trail to the East, and Rogers Street to the west; and,

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including the preparation of civil site designs and landscape architecture, coordination with City, CBU, and private utilities staff, and also the preparation of plans, specifications, and cost estimates, which shall be hereinafter referred to as "the Services"; and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Consultant is willing and able to provide such Services to the Board;

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

Article 1. Scope of Services: Consultant shall provide construction inspection services related to the demolition of existing buildings and related facilities, construction of new roadway, utility, and site improvements in the BHRU Phase 1 East project limits noted above. The tasks associated with this work, and assumptions that are applicable to those tasks, are set forth in Exhibit A, Proposal for Hopewell Construction Inspection. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Consultant shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Consultant shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the Engineering Department officials designated by the Board as project coordinator(s).

Consultant agrees that any information or documents, including digital GIS information, supplied by the Board pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose.

Article 2. Standard of Care: Consultant shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstance.

Article 3. Responsibilities of the Board: The Board shall have the following responsibilities under this Agreement and shall meet these responsibilities in a timely manner so as not to delay the orderly progress of the Services, and Consultant shall be entitled to rely upon the accuracy and completeness of information supplied by the Board:

A. Information/Reports

Provide Consultant with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Consultant may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

The Board hereby designates Patrick Dierkes, Project Engineer, Engineering Department ("Dierkes"), to serve as the Board's representative for the project. Dierkes shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

C. Decisions

Provide all criteria and full information as to Board's requirements for the Services and make timely decisions on matters relating to the Services.

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit A – Proposal for Hopewell Construction Inspection, Attachment A – Rate

Schedule, and Attachment B – Construction Inspection Man-Hour Justification/Fee Estimate. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid, including fees and expenses, shall not exceed the amount of **One Million, One Hundred Seventy-Four Thousand, Seven Hundred and Forty Dollars (\$1,174,740.00)**. This sum includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the Board or the Board's designated representative prior to such work being performed, or expenses incurred. The Board shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

1. Timing and Format for Billing:

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within forty-five (45) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require.

Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the Board's direction.

2. Billing Records:

Consultant shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

Article 6. Schedule: Consultant shall perform the Services according to the schedule set forth in Exhibit C, Project Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination: In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Board, and the Board shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Consultant's compensation and the schedule of services.

Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the Board, as set forth in Article 11 herein.

Article 8. Identity of Consultant: Consultant acknowledges that one of the primary reasons for its selection by the Board to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Consultant has represented will be responsible there for. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Key Personnel, and such other personnel in the employ under contract or under the supervision of Consultant. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The Board reserves the right to reject any of the Consultant's personnel or proposed outside professional subconsultants, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Cost Estimates: All estimates of construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the Board has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over

competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Documents: All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Board or others on modifications or extensions of this project or on any other project. The Board may elect to reuse such documents; however, any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at the Board's sole risk and without liability or legal exposure to the Consultant. The Board shall indemnify and hold harmless the Consultant against all judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the Board and the Consultant.

Article 11. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Board as part of the Services shall become the property of the Board. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.

Article 12. Independent Contractor Status: During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Board.

Article 13. Indemnification: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

Article 14. Insurance: During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Board, and the officers, employees and agents of each shall be named as additional insured under both the General Liability Insurance and Automobile Liability Insurance policies, and the policies shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to a loss hereunder.

Consultant shall provide evidence of each insurance policy to the Board prior to the commencement of work under the Agreement. Approval of the insurance by the Board shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Board required proof that the insurance has been procured and is in force and paid for, Board shall have the right at Board's election to forthwith terminate the Agreement.

Article 15. Conflict of Interest: Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 16. Waiver: No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 17. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 18. Assignment: Neither the Board nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 19. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Consultant.

Article 20. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.

Article 21. Non-Discrimination: Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

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

Article 22. Compliance with Laws: In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and

regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:

City of Bloomington
Engineering Dept.
Attn: Patrick Dierkes
401 N. Morton Street, Suite 130
Bloomington, Indiana 47404

Consultant:

Rundell Ernstberger Associates, Inc.
Attn: Cecil Penland
618 E. Market St.
Indianapolis, Indiana 46202

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

Article 24. Intent to be Bound: The Board and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 25. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 26. Verification of New Employee' Employment Status: Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Consultant shall sign an affidavit, attached as Exhibit E, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who

is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8U.S. Code Chapter 12 or by the U.S. Attorney General.

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

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

Exhibit E is attached hereto and incorporated herein by reference as though fully set forth.

Article 27. No Collusion: Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Exhibit F, affirming that Consultant has not engaged in any collusive conduct.

Exhibit F is attached hereto and incorporated herein by reference as though fully set forth.

This Agreement may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

Owner

**City of Bloomington
Board of Public Works**

Kyla Cox Deckard, President

Jennifer Lloyd, Vice President

Elizabeth Karon, Secretary

Beth Cate, Corporation Counsel

Consultant

Rundell Ernstberger Associates, Inc.

Cecil Penland
Principal

Bloomington Redevelopment Commission

Cindy Kinnarney, President

Deborah Myerson, Secretary

EXHIBIT A
SCOPE OF WORK AND FEE ESTIMATE

See the attached Scope of Services document

RUNDELL ERNSTBERGER ASSOCIATES

Mr. Patrick Dierkes

Project Engineer, Engineering Department

City of Bloomington

patrick.dierkes@bloomington.in.gov

**Re: City of Bloomington
Proposal for Hopewell Construction Inspection**

June 29, 2022

Dear Mr. Dierkes,

Rundell Ernstberger Associates, Inc. (REA) is pleased to submit this proposal for construction inspection services related to the Hopewell Neighborhood demolition, infrastructure, and site construction project. We are excited by the opportunity to continue our work with the City of Bloomington and assist in the development of this landmark redevelopment which will have a lasting impact on the City of Bloomington.

For this project, we have assembled a team that includes: REA, prime consultant and lead inspector; Shrewsberry, construction inspection for infrastructure; Metric Environmental, LLC, demolition inspection and environmental testing; and Patriot Engineering, testing services. Following is REA's understanding of the project, scope of work, anticipated timeline, and fee proposal.



PROJECT UNDERSTANDING:

1. The City of Bloomington is seeking redevelop an four-city block site immediately east of the former IU hospital campus.
2. The project site is bounded by 2nd Street on the north, 1st Street on the south, Rogers Street on the west, and the B-Line trail on the east.
3. The City is seeking a professional services proposal for construction inspection services related to the demolition and new construction phases of the project which are to be bid as separate bid packages.
4. The demolition phase of the project is currently in the bidding process and is scheduled to be awarded in mid-June. The demolition phase of the project is scheduled to last sixty days.
5. The new construction phase of the project is scheduled to bid in late summer/early Fall with an anticipated completion date of Memorial Day 2024.
6. The total estimated construction value of the demolition and new construction phases is approximately \$14 million.

SCOPE OF WORK:

Based on the above understanding, REA proposes the following scope of work for construction inspection services:

1. Project Representative: Our team will provide a minimum of one, full-time Project Representative on site for the duration of construction activities as required. The qualifications of the personnel provided by our team have been submitted to the City. Any requested change in personnel will require written approval by the City of Bloomington. The Project Representative will regulate their work week to generally conform to the Contractor's hours. REA will serve as the primary Project Representative and inspection lead, overseeing the work of construction inspectors from our consultant team. During the demolition phase, it is anticipated that Metric will provide primary field inspection. During the infrastructure and site construction phase, Shrewsberry will provide the primary field inspection of infrastructure construction, and REA will provide the primary field inspection during the site construction.
2. Pre-Construction Meeting(s): Our team will attend the preconstruction meeting(s) and assist the City in the review of lines of communication, correspondence, schedule, procedures, meeting dates, and unique construction items with the Contractor.

3. Progress Meetings: The Project Representative will attend and facilitate bi-weekly, or weekly as needed, construction progress meetings to review progress of work, construction schedule, and outstanding issues.
4. Evaluations of the Work: The Project Representative will observe and evaluate construction activities to determine if the Work observed is being performed in accordance with the Contract Documents; report on the progress and quality of the portion of the Work completed; and report to the Contractor and the City known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and defects and deficiencies observed in the Work.
5. Stormwater Pollution Prevention: The Project Representative will review the site for general compliance with the Stormwater Pollution Prevention Plan developed for the project. Stormwater Pollution Prevention measures will be reviewed on a weekly basis and after stormwater events minimally. Weekly inspection reports and logs will be provided, and a review of stormwater prevention measures will occur at all progress meetings.
6. Testing:
 - a. General: The project Geotechnical Engineer will furnish all equipment necessary to sample and test materials in accordance with the frequency of sampling requirements per the contract documents. The Project Representative will obtain field samples of materials as required and deliver them to the appropriate laboratory or testing facility.
 - b. Soil Testing: Structural fill will be required for construction of portions of the site work. For structural fill construction, the project geotechnical engineer will provide compaction testing using a nuclear density gauge. It is recommended that proofrolls be conducted prior to placing fill and during fill placement as directed by the Geotechnical Engineer. Proctor testing will be conducted on selected fill materials to determine optimum compaction criteria prior to providing density testing in the field. This proposal assumes fifty nuclear gauges tests.
 - c. Concrete Testing: Cast-in-place concrete will be used to construct footings and slabs. Concrete testing will be conducted during construction to determine slump, temperature, air content, and a set of 5 cylinders will be molded for compressive strength testing at 7 and 28 days in accordance with ACI requirements. This proposal assumes forty-five concrete compression test cylinders.
 - d. Concrete Inspection: Prior to concrete placement, inspections will be provided to verify correct reinforcing steel placement including grade of steel, bar quantities, diameters, cleanliness, and form clearance.
7. Environmental Services: The Project Representative will observe, monitor, document, and confirm remediation activities in the field.
 - a. Asbestos: The Project Representative will assist in the development and updating of the Health & Safety Plan (HASP) and Quality Assurance Project Plan (QAPP) in coordination with the Contractor. These plans will help identify samples to be collected in accordance with EPA guidelines. Additionally, the Project Representative will assist in the asbestos removal plan development and will provide field sampling and air monitoring. Three days of field sampling and air monitoring is assumed for 311 W. 2nd St., four days for 313 W. 2nd St., and six days for 635 S. Rogers St.
 - b. Soil Management: The Project Representative will provide field observation and soil handling recommendations to the infrastructure contractor based on the soil sample results from the previous Phase II soil sampling. The Project Representative will utilize field monitoring equipment when feasible to screen soil and determine if excavated soil can remain on site or if it must be disposed as a contaminated waste material. If disposal is required, the Project Representative will prepare required profiles and manifests. The Project Representative will also collect confirmation samples for laboratory analysis following any soil excavation and an environmental lab testing analysis allowance is included within the proposal. Following completion of the infrastructure phase, the



Project Representative will prepare a report documenting the soil management including sampling data, disposal data and final closure.

8. Certificates for Payment to Contractor: The Project Representative will review and certify the amounts due the Contractor and issue certificates in such amounts. Certification for payment shall constitute a representation to the City, based on the Project Representative's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that, to the best of the Project Representative's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The Project Representative will maintain a record of the Applications and Certificates for Payment.
9. Submittals: The Project Representative will review the Contractor's submittal schedule and take action on submittals in accordance with the approved submittal schedule; review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents; and maintain a record of submittals and copies of submittals supplied by the Contractor.
10. Requests for Information (RFI) and Architect's Supplemental Instructions (ASI): The Project Representative will review and respond to requests for information about the Contract Documents and, if appropriate, prepare and issue supplemental Drawings and Specifications in response to requests for information. The Project Representative(s) will prepare and issue ASI's as necessary to the Contractor to clarify Contract Documents. The Project Representative(s) will maintain a record of RFI's and ASI's.
11. Changes in the Work: The Project Representative will review and evaluate proposal requests from the Contractor. At the City's discretion and in coordination with the City, the Project Representative will authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time; prepare Change Orders and Construction Change Directives for the City's approval and execution in accordance with the Contract Documents; and maintain records relative to changes in the Work.
12. Project Completion: The Project Representative will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the City, for the City's review and records, as-built drawings, operations and maintenance manuals, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents. Final inspections shall be conducted with the City to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. When the Work is found to be substantially complete, the Project Representative will inform the City about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work. The Project Representative will forward to the City the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the City against liens; and (3) any other documentation required of the Contractor under the Contract Documents. Prior to the expiration of one year from the date of Substantial Completion, the Project Representative will conduct a One Year Warranty Inspection with the City and prepare a list of warranty items to be addressed by the Contractor.
13. Records: The Project Representative will keep a daily record of hours spent on-site, weather conditions, visiting officials, construction decisions and changes, general observations, construction progress, and



observations specific to test procedures and inspections of work. Additionally, the Project Representative will maintain a set of "As-Built" drawings on which authorized changes are noted. These records will be delivered to the City of Bloomington upon request, and at the end of the project.

SCHEDULE:

Construction inspection services will be completed in conjunction with construction activities. We anticipate up to eight weeks, or 48 working days, of construction for the Demolition Phase, and up to 79 active construction weeks, or 435 working days for the Infrastructure and Site Construction Phase. Our time period assumptions are listed in the table below. We understand the dates are subject to change but the durations will be similar.



<u>Construction Milestone</u>	<u>Timeline</u>
Demolition Phase Start	7/15/2022
Demolition Phase Complete	9/13/2022
Infrastructure & Site Construction Phase Start	8/22/2022
Anticipated Construction Shutdown (Winter '22/'23)	12/19/2022-1/30/2023
Anticipated Construction Shutdown (Winter '23/'24)	12/18/2023-1/29/2024
Infrastructure & Site Construction Phase Complete	5/18/2024

No work under this Contract shall be performed until a written notice to proceed from the City is received. Should these schedule dates be reduced or increased, or additional man-hours be required, the contract shall be modified accordingly.

COMPENSATION:

Based on the scope of services and schedule outlined above, REA proposes an hourly, not-to-exceed fee of \$1,174,740.00 in accordance with the attached man-hour justification (Attachment B). Payment will be made for the actual hours of work performed exclusively on this contract plus expenses and in accordance with the rate schedule in Attachment A.

- Services will be billed monthly on an hourly basis with payment due 30 days from the date of the invoice.
- Fees will not be exceeded without prior written approval from the City of Bloomington.
- Additional services requested beyond those specified herein will be billed per our standard hourly rates in effect at the time services are rendered, or on a negotiable basis. Such services will be performed only when authorized in writing by the City of Bloomington.
- Overtime will be billed on an individual basis when an employee has spent more than 40 hours a week on this Contract.

ADDITIONAL SERVICES

Should any services not outlined in the above scope of work and fee for this project be required, these services shall be provided if authorized through an approved amendment of this agreement by the City. Additional services will be billed at our standard hourly rates (see attached schedule) or on a negotiated fee basis.

Patrick, if the terms of this proposal are agreeable to you, please provide the appropriate signatures below and return a copy to REA. Should you elect to use a different form of agreement, please attach a copy of this letter as an exhibit to the preferred form of agreement between the City of Bloomington and Rundell Ernstberger Associates, Inc.

Please let us know if there is any additional information or clarification you need at this time. We appreciate the opportunity to provide you with this proposal and are excited about the opportunity to continue working with you!

Respectfully,

A handwritten signature in black ink that reads "Cecil A. Penland III". The signature is fluid and cursive, with the last name "Penland" being the most prominent part.

Cecil Penland, Partner, PLA, ASLA

cpenland@reasite.com / 317.263.0127



ATTACHMENTS:

Attachment A: Standard Rate Schedule

Attachment B: Man-Hour Justification

Attachment A: RATE SCHEDULE



<u>Employee Classification</u>	<u>Hourly Rate</u>
REA	
CIM	\$122.05
<i>Overtime Premium</i>	\$19.53
CIT	\$98.81
<i>Overtime Premium</i>	\$15.81
PM	\$171.80
<i>Overtime Premium</i>	\$27.49
Shrewsberry	
CI I	\$126.13
<i>Overtime Premium</i>	\$20.18
CI II	\$102.51
<i>Overtime Premium</i>	\$16.40
Metric	
TC1/PS2	\$95.34
SPM2	\$131.00
ESG11	\$81.70
SrEng	\$206.05
SrS	\$154.11
Patriot	
ET	\$52.00
Admin.	\$65.00
PM	\$125.00



HOPEWELL NEIGHBORHOOD - SITE | Bloomington, IN | Attachment B: Construction Inspection Man-Hour Justification/Fee Estimate - 6/29/22

ANTICIPATED TIMELINE:		7/15/22 - 5/18/24
No. of Construction Weeks:		99
Anticipated Const. Shutdown Weeks:		12
Total Active Construction Weeks:		87

DEMOLITION												
Anticipated Timeline: 7/15/22 - 9/13/22												
Anticipate Construction Shutdown: NA												
No. of Active Construction Weeks: 8												
Anticipated Number of Work Days: 48												

WORK CATEGORIES	REA			SHREWSBERRY		METRIC					PATRIOT		
	CIM	CIT	PM	CI I	CI II	TC1/PS2	SPM2	ESG11	SrEng	SrS	ET	Admin.	PM
	Jud Huber	Andy Gudgeon	Cecil Penland	David Molin	Darian Wiley	Kennita Jones, Heather Winebrinner	Joe Brodowski	Irish Jones, Korey Madison, Wes Bennett	Samir Ramin	Karla McDonald	Garrett Fleetwood, Chris Francis, Donald Schulte	Beth Gennicks	Shawn Hawk, Mark Jonard, Page Lennon
Labor													
Meetings	24			2	2	9	24	9		8	0		
Field Observation	56	40		0	16	170	40	120		20	240		
Administration	32		32	4	8	30	24	8		4	0		
Closeout	16			2	6	124	10	45	4	4	0	20	10
Labor Summary													
Total Hours	128	40	32	8	32	333	98	182	4	36	240	20	10
* Hourly Rate	\$122.05	\$98.81	\$171.80	\$126.13	\$102.51	\$95.34	\$131.00	\$81.70	\$206.05	\$154.21	\$52.00	\$65.00	\$125.00
Total Hours (Overtime)	0	0	0	30	112	0	0	0	0	0	0	0	0
Overtime Premium	\$19.53	\$15.81	\$27.49	\$20.18	\$16.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Labor	\$15,622.40	\$3,952.40	\$5,497.60	\$1,614.44	\$5,117.12	\$31,748.22	\$12,838.00	\$14,869.40	\$824.20	\$5,551.56	\$12,480.00	\$1,300.00	\$1,250.00

Expenses													
Total Mileage	1,776	555	0	0	240	5,000	0	0	0	0	180	0	0
** Mileage Rate	\$0.490	\$0.490	\$0.490	\$0.490	\$0.490	\$0.490	\$0.490	\$0.490	\$0.490	\$0.490	\$0.490	\$0.490	\$0.490
Total Mileage Cost	\$870.24	\$271.95	\$0.00	\$0.00	\$117.60	\$2,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$88.20	\$0.00	\$0.00
Total Per Diem	16	5	0	0	0	23	0	0	0	0	0	0	0
Per Diem Rate	\$30.00	\$15.00	\$15.00	\$15.00	\$15.00	\$30.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
Total Per Diem Cost	\$480.00	\$75.00	\$0.00	\$0.00	\$0.00	\$690.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Analytical (\$)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Field Equip. & Supplies (\$)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Mgmt. Software	\$2,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Nuc. Dens. Ga	0	0	0	0	0	0	0	0	0	0	25	0	0
Nuc. Dens. Ga. Rate	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
Total Nuc. Dens. Ga. Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00	\$0.00	\$0.00
Tot. Std. Proc.	0	0	0	0	0	0	0	0	0	0	1	0	0
St. Proc. Rate	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00
Total St. Proc. Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150.00	\$0.00	\$0.00
Tot. Conc. Test	0	0	0	0	0	0	0	0	0	0	0	0	0
Conc. Test Rate	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
Total Conc. Test Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Expenses	\$3,450.24	\$346.95	\$0.00	\$0.00	\$117.60	\$14,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,738.20	\$0.00	\$0.00
Total Labor + Expenses	\$19,072.64	\$4,299.35	\$5,497.60	\$1,614.44	\$5,234.72	\$46,248.22	\$12,838.00	\$14,869.40	\$824.20	\$5,551.56	\$15,218.20	\$1,300.00	\$1,250.00
Total by Consultant	\$28,870.00			\$6,850.00		\$80,330.00					\$17,770.00		
Total DEMOLITION	\$133,820.00												

INFRASTRUCTURE & SITE CONSTRUCTION													
Anticipated Timeline: 8/22/22 - 5/18/24													
Anticipate Construction Shutdown: 12/19/22 - 1/30/2, 12/18/23 - 1/29/24 (12 weeks total)													
No. of Active Construction Weeks: 79													
Anticipated Number of Work Days: 435													
WORK CATEGORIES	REA			SHREWSBERRY		METRIC					PATRIOT		
	CIM	CIT	PM	CI I	CI II	TC1/PS2	SPM2	ESG11	SrEng	SrS	ET	Admin.	PM
	Jud Huber	Andy Gudgeon	Cecil Penland	David Molin	Darian Wiley	Kennita Jones, Heather Winebrinner	Joe Brodowski	Irish Jones, Korey Madison, Wes Bennett	Samir Ramin	Karla McDonald	Garrett Fleetwood, Chris Francis, Donald Schulte	Beth Gennicks	Shawn Hawk, Mark Jonard, Page Lennon
Labor													
Meetings	316		160	24	56	8	16	20	4	8	0		
Field Observation	1,986	1,578	340	334	1,086		40	550		16	560		
Administration	658	526	92	24	56		32	8		8	0		
Closeout	40		40	8	32	34	8	8	4	4	0	45	40
Labor Summary													
Total Hours	3,000	2,104	632	390	1,230	42	96	586	8	36	560	45	40
* Hourly Rate	\$122.05	\$98.81	\$171.80	\$126.13	\$102.51	\$95.34	\$131.00	\$81.70	\$206.05	\$154.21	\$52.00	\$65.00	\$125.00
Total Hours (Overtime)	368	0	0	0	0	0	0	0	0	0	0	0	0
Overtime Premium	\$19.53	\$15.81	\$27.49	\$20.18	\$16.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Labor	\$373,337.04	\$207,896.24	\$108,577.60	\$49,190.70	\$126,087.30	\$4,004.28	\$12,576.00	\$47,876.20	\$1,648.40	\$5,551.56	\$29,120.00	\$2,925.00	\$5,000.00

Expenses													
Total Mileage	41,625	8,769	8,769	3,264	14,496	9,000	0	0	0	0	420	0	0
** Mileage Rate	\$0.490	\$0.490	\$0.490	\$0.490	\$0.490	\$0.490	\$0.490	\$0.490	\$0.490	\$0.490	\$0.490	\$0.490	\$0.490
Total Mileage Cost	\$20,396.25	\$4,296.81	\$4,296.81	\$1,599.36	\$7,103.04	\$4,410.00	\$0.00	\$0.00	\$0.00	\$0.00	\$205.80	\$0.00	\$0.00
Total Per Diem	297	66	66	0	0	50	0	0	0	0	0	0	0
Per Diem Rate	\$30.00	\$15.00	\$15.00	\$15.00	\$15.00	\$30.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
Total Per Diem Cost	\$8,910.00	\$990.00	\$990.00	\$0.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Analytical (\$)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Mgmt. Software	\$2,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Field Equip. & Supplies (\$)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Nuc. Dens. Ga	0	0	0	0	0	0	0	0	0	0	25	0	0
Nuc. Dens. Ga. Rate	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
Total Nuc. Dens. Ga. Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00	\$0.00	\$0.00
Tot. Std. Proc.	0	0	0	0	0	0	0	0	0	0	1	0	0
St. Proc. Rate	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00
Total St. Proc. Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150.00	\$0.00	\$0.00
Tot. Conc. Test	0	0	0	0	0	0	0	0	0	0	45	0	0
Conc. Test Rate	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
Total Conc. Test Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$675.00	\$0.00	\$0.00
Total Expenses	\$31,406.25	\$5,286.81	\$5,286.81	\$1,599.36	\$7,103.04	\$12,910.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,530.80	\$0.00	\$0.00
Total Labor + Expenses	\$404,743.29	\$213,183.05	\$113,864.41	\$50,790.06	\$133,190.34	\$16,914.28	\$12,576.00	\$47,876.20	\$1,648.40	\$5,551.56	\$32,650.80	\$2,925.00	\$5,000.00

Total by Consultant	\$731,790.00	\$183,980.00	\$84,570.00	\$40,580.00
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Total INFRASTRUCTURE & SITE CONSTRUCTION	\$1,040,920.00
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SUMMARY - DEMOLITION + INFRASTRUCTURE & SITE CONSTRUCTION													
Total Labor (by employee)	\$388,959.44	\$211,848.64	\$114,075.20	\$50,805.14	\$131,204.42	\$35,752.50	\$25,414.00	\$62,745.60	\$2,472.60	\$11,103.12	\$41,600.00	\$4,225.00	\$6,250.00
Total Labor													\$1,086,460.00
Total Expenses(by employee)	\$34,856.49	\$5,633.76	\$5,286.81	\$1,599.36	\$7,220.64	\$27,410.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,269.00	\$0.00	\$0.00
Total Expenses													\$88,280.00

Total by Consultant	\$760,660.00	\$190,830.00	\$164,900.00	\$58,340.00
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Total	\$1,174,740.00
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* Hourly rates for REA and Shrewsberry are based on 2022 INDOT rates assuming a 11.4% profit margin. Hourly rates may adjust on an annual basis with updated audited rates.

** Mileage Rate is based on State of Indiana State Mileage Reimbursement Chart Analysis Rate. There is not an average fuel cost reflecting current fuel prices. The highest range is \$4.88 to \$5.13 at 48 cents per mile. We have assumed 49 centes per mile for an average fuel rate of \$5.25.

EXHIBIT B
COMPENSATION

This project is to be completed and invoiced using an Hourly basis. In the event that additional services are needed, additional compensation will be determined using the same rates that appear in Exhibit A. Additional services will only proceed with prior written approval from the Board or Engineering Department officials designated by the Board as project coordinator(s).

See the attached Exhibit A.

EXHIBIT C
PROJECT SCHEDULE

See the attached Exhibit A.

EXHIBIT D
KEY PERSONNEL

CONSULTANT will provide the following key team members to provide the services described in Exhibit A. Key team members may not be changed without the approval of the Board.

<u>Position / Responsibility</u>	<u>Name</u>
REA	
Construction Inspector Manager	Judson Huber, CPESC
Construction Inspector Technician (CIM)	Andrew Gudgeon, PLA
Project Manager	Cecil Penland, PLA
Shrewsberry	
CI I	David Molin
CI II	Darian Wiley
Metric	
TC1/PS2	Kennita Jones, Heather Winebrinner
SPM2	Joe Brodowski
ESG 11	Irish Jones, Korey Madison, Wes Bennett
SrEng	Samir Ramin
Srs	Karla McDonald
Metric	
ET	Garrett Fleetwood, Chris Francis, Donal Schulte
Admin.	Beth Gennicks
PM	Shawn Hawk, Mark Jonard, Page Lennon

EXHIBIT E
AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

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

Cecil Penland
Principal

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public

Printed name

My Commission Expires: _____

County of Residence: _____ Commission Number: _____

**EXHIBIT F
NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20_____.

Rundell Ernstberger Associates, Inc.
(Name of Organization)

By: _____
Cecil Penland
Principal

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____ Commission Number: _____



Board of Public Works Staff Report

Project/Event: Approve Addendum 2 to LPA-Consulting Contract with VS Engineering, Inc. for the 1st St Reconstruction Project from Fairview St to College Ave

Petitioner/Representative: Engineering Department

Staff Representative: Patrick Dierkes, Project Engineer

Date: 07/05/2022

Report: This project will reconstruct W. 1st Street between Fairview Street and College Avenue. Work. The Project will include full roadway reconstruction, replacement of underground utilities, and replacement of the traffic signal at the S. College Avenue and 1st Street intersection. The project is included in the Bloomington/Monroe County Metropolitan Planning Organization (MPO) Transportation Improvement Plan (TIP) and is eligible for federal funding. The project is programmed for up to 80% federal funding for construction (up to \$2,919,646 in federal funds). Construction is anticipated to begin in 2023.

This addendum reduces scope of services for multiple items. The scope of the streetscape design was reduced to remove items not required during the concept phase of the design. The most notably being the concept rendering of the project. The utility design scope was reduced through coordination with the Utilities Department. Another significant savings was in the subsurface utility engineering in reduction of scope and lower than expected bid prices.

The addendum adjusts the right-of-way services based upon the results of the Appraisal Problem Analysis and adds pavement design services. The Pavement design was added to the scope to ensure the optimal pavement cross section for the site conditions is used.

The current contract amount is set at a not to exceed amount of \$729,029.03 and this addendum will decrease the contract by \$59,265.40 making the new not to exceed amount \$669,763.63. The contract is funded through the RDC.

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval (INDOT-LPA Contract)	Approved	2020
Design Services Contract	Approved	10/30/2020
ROW Services Contract	Current Item	07/05/2022
Public Need Resolution	Future	2021
Construction Inspection Contract	Future	2022
Construction Contract	N/A*	2022

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

City of Bloomington Contract and Purchase Justification Form

Vendor: VS Engineering, Inc.

Contract Amount: \$669,763.63

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

PURCHASE INFORMATION

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

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

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

	Yes	No	
# of Submittals: 9			Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>The design firm was selected based upon the most qualified for the job not cost. It is standard practice for contracts of this type that cost is not considered in selection. Typically the most qualified firm will design the most cost effective project for the City.</p>
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 checked="" type="checkbox"/>	<input type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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

VS Engineering was determined to be the most qualified from 9 engineering firms that responded to an RFI to perform preliminary engineering services for the project.

Patrick Dierkes

Project Engineer

Engineering

Print/Type Name

Print/Type Title

Department

CONTRACT AMENDMENT #2

This Amendment is made and entered into _____, 2022 (“Effective Date”) by and between City of Bloomington, acting by and through its proper officials (“LOCAL PUBLIC AGENCY” or “LPA”), and VS Engineering, Inc. (“the CONSULTANT”), a corporation/limited liability company organized under the laws of the State of Indiana.

WITNESSETH

WHEREAS, the LPA and CONSULTANT did, November 9, 2020 enter into a Contract to provide roadway design and construction plans for the 1st Street Reconstruction Project from Maple Street to College Avenue, in the City of Bloomington, Des No. 1900399; and

WHEREAS, Tasks that were anticipated during original scoping were not needed during design and public input phases of the project. These tasks include additional rendered site plans (4 were anticipated, 2 were created) with 3 rounds of revisions (only 2 rounds were necessary), Three-dimensional flythrough of alternatives (not required), and preliminary scoping report with assumptions and design standards (development not required); and

WHEREAS, Pavement design was deemed necessary for this project, but fees were not originally included in the contract; and

WHEREAS, the company originally scoped to perform SUE (T2) was delayed in schedule, and therefore an alternative company was selected; and

WHEREAS, Archaeological investigations were not required for this project; and

NOW, THEREFORE, it is agreed by and between the parties that the following Sections are amended as follows:

1. **Section IV COMPENSATION** is amended as follows:

Change the maximum amount payable to \$669,763.63

2. **APPENDIX “A” Services to be furnished by CONSULTANT** is amended as follows:

Edit as follows:

Task #5 – Streetscape Design (SUBCONSULTANT -- Context Design)

Conceptual Design Deliverables

1. Up to ~~four (4)~~ two (2) rendered site plans (at various scales) to show the extent of the project, locations of street improvements, relationship between different cross sections found along the 1st Street corridor, and plantings. Include up to ~~three (3)~~ two (2) rounds of revisions of all site plans to respond to comments from the LPA.
2. Provide up to two (2) cross section per block and one (1) cross section for each intersection to show ROW size and uses, scale, and materiality of areas along the corridor. Include up to ~~three (3)~~ two (2) rounds of revisions of all cross sections to respond to comments from the LPA.
3. ~~Once final approval from the LPA is confirmed, provide a 3-D fly through down the street to show changes of use pattern as you move along 1st Street for community viewing and education.~~

Task #7 – Utility Design

Preliminary Utility Design Services

CONSULTANT shall provide a preliminary utility design services for sanitary, storm, and potable water lines in the project limits. CONSULTANT shall provide the following services during the Stage One phase of the project:

9. ~~Prepare and submit a scoping report including preliminary alignment, drainage areas, and Class IV engineer's opinion of construction cost.~~

3. **APPENDIX “D” COMPENSATION** is amended as follows:

For Section A.1, change the total amount payable to \$669,763.63

For Section B.1, change the amount payable to \$454,770.00 and revise as follows:

Task #1 – Project Administration	\$ 38,100.00
Task #1a – SUE Location Survey	\$ 4,650.00
Task #2 – Field Surveying Services	\$ 53,000.00
Task #3 – Roadway Design	\$174,300.00
Task #4 – Environmental Documentation	\$ 22,820.00
Task #5 – Streetscape Design	\$ 83,500.00 69,400.00
Task #6 – Traffic Signal Design	\$ 17,700.00
Task #7 – Utility Design	\$ 78,700.00 74,800.00

For Section B.3, change the amount payable to \$73,340.00

For Section B.3, replace the table with the following:

Task	Rate	Quantity	Fee
#15 - Appraisal - Waiver Valuations	\$ 680.00	4	\$ 2,720.00
#15 – Appraisal – Value Finding	\$ 1,930.00	2	\$ 3,860.00
#16 - Review Appraisals (Waiver Valuations)	\$ 410.00	4	\$ 1,640.00
#16 – Review Appraisals (Value Finding)	\$ 970.00	2	\$ 1,940.00
#17 - Appraisal Problem Analysis	\$ 255.00	6	\$ 1,530.00

For Section C, replace with the following:

For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each invoice shall be subject to approval as reasonable by LPA prior to any reimbursement therefore. Those services that are known at the signing of this contract are summarized below with attached details:

Task #12 Pavement Design	\$ 4,546.00
Task #13 Geotechnical Services (GeoSolutions)	\$22,467.63
Task #14 Subsurface Utility Engineering	\$22,140.00

Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT

LOCAL PUBLIC AGENCY

Signature

Sanjay B. Patel, PE,
CEO / President, VS Engineering

(Print or type name and title)

Signature

Kyla Cox Deckard
President, Board of Public Works

Signature

Jennifer Lloyd
Vice President, Board of Public Works

Attest:

Signature

(Print or type name and title)

Signature

Elizabeth Karon
Secretary, Board of Public Works

Signature

Beth Cate
Corporation Counsel



Board of Public Works Staff Report

Project/Event:	Request from Reed and Sons Construction for lane closures on W Fountain Dr
Staff Representative:	Paul Kehrberg
Petitioner/Representative:	Tom Smith, Reed and Sons Construction
Date:	July 5, 2022

Report: Reed and Sons Construction is completing a water main replacement project for City of Bloomington Utilities. This work will require temporary lane closures along W Fountain Dr west of N Adams St. The work is planned for July 11 to July 23, 2022.

Staff has reviewed the maintenance of traffic plans. Reed and Sons has also notified area residents of the upcoming project.

REED & SONS Construction, Inc.

299 Moorman Road
Bloomington, IN 47403
(812) 824-9237

July 1, 2022

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

RE: Fountain Drive WMR

Dear Board Members:

Reed and Sons Construction, Inc. is planning a water main replacement on Fountain Drive. We are requesting road and lane closures per right of way application.

Reed and Sons will coordinate with the City of Bloomington and City of Bloomington Utilities, law enforcement, and transit providers to assure that this restriction and closure information is well communicated. The time frame of the closure is detailed out in the right of way application. If you need anything else please let us know.

Thank you,



Sondra Reed
Office Manager

ATTENTION RESIDENT

For your information:

We will be working in your area doing watermain improvements.

We will have lane closures and road closures on the following dates:

July 11-23, 2022

Thank you for your patience while we help improve your area. Sorry for the inconvenience.

If you have any questions / concerns, please call us at the number listed below:

Reed and Sons Construction, Inc.

(812) 824-9237 - Office

ATTENTION RESIDENT

For your information:

We will be working in your area doing watermain improvements.

We will have lane closures and road closures on the following dates:

July 11-23, 2022

Thank you for your patience while we help improve your area. Sorry for the inconvenience.

If you have any questions / concerns, please call us at the number listed below:

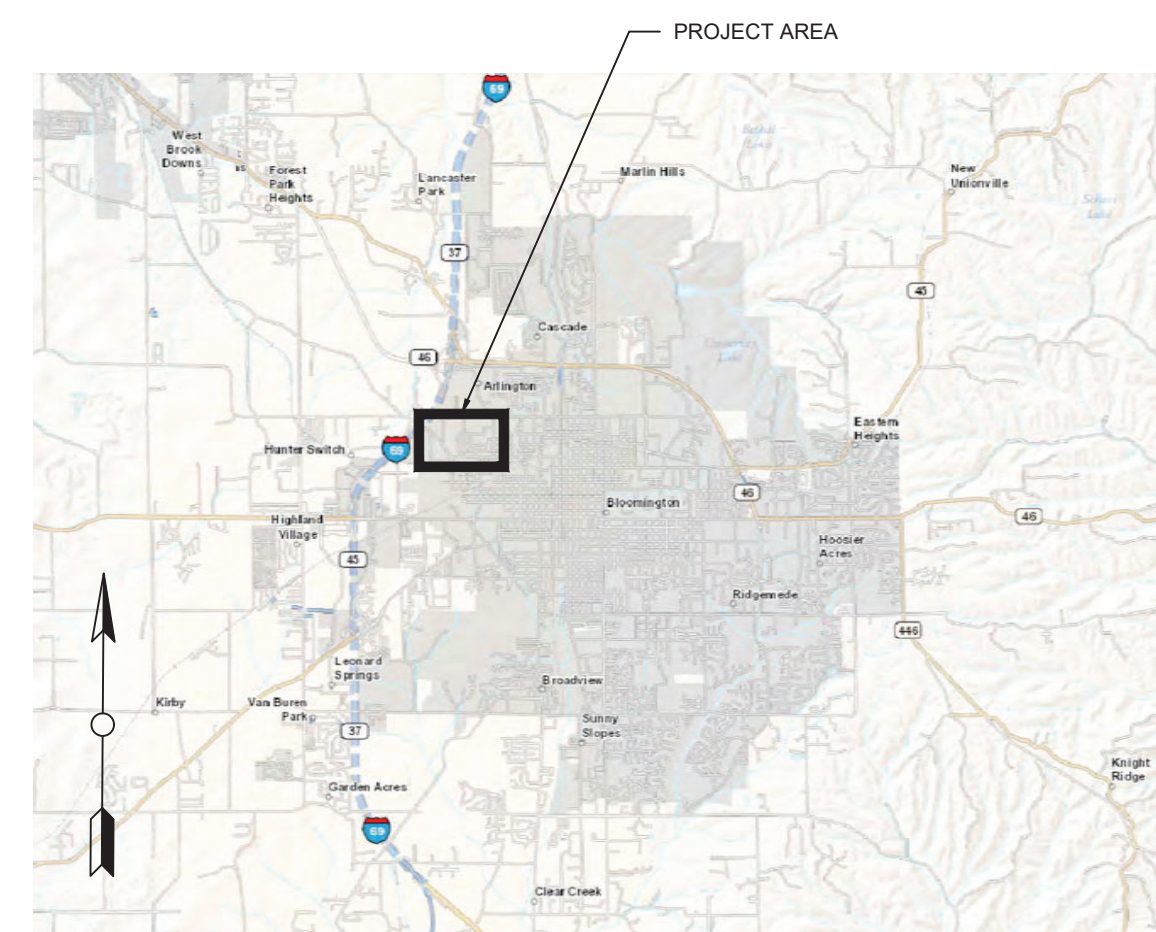
Reed and Sons Construction, Inc.

(812) 824-9237 - Office

W. FOUNTAIN DRIVE WATER MAIN REPLACEMENT PROJECT



CITY OF BLOOMINGTON UTILITIES BLOOMINGTON, INDIANA



PROJECT LOCATION MAP
SCALE: N.T.S.



OVERALL PROJECT AREA MAP
SCALE: 1"=500'

OWNER:
CITY OF BLOOMINGTON UTILITIES
CONTACT: JANE FLEIG
600 E MILLER DR
BLOOMINGTON, IN 47402
(812) 349-3631
fleig@bloomington.in.gov

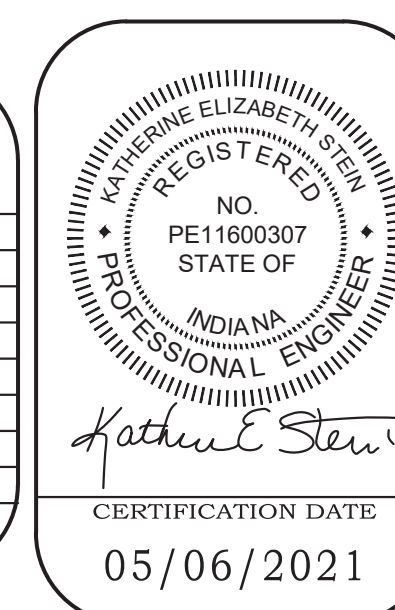
ENGINEER/SURVEYOR:
SMITH DESIGN GROUP, INC.
CONTACT: KENDALL KNOKE
2755 E CANADA DR SUITE 101
BLOOMINGTON, IN 47401
(812) 336-6536 EXT. 3
kknocke@smithdgroup.com

NOTE: REFER TO THE N LINDBERGH DR AREA WATER MAIN REPLACEMENT PROJECT MANUAL AND THE LATEST ISSUE OF THE CITY OF BLOOMINGTON UTILITIES CONSTRUCTION SPECIFICATIONS (WATER, STORM AND SANITARY SEWER ITEMS) AND THE LATEST ISSUE OF THE INDIANA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS (ROADWAY ITEMS) FOR CONSTRUCTION REQUIREMENTS.

PREPARED BY:

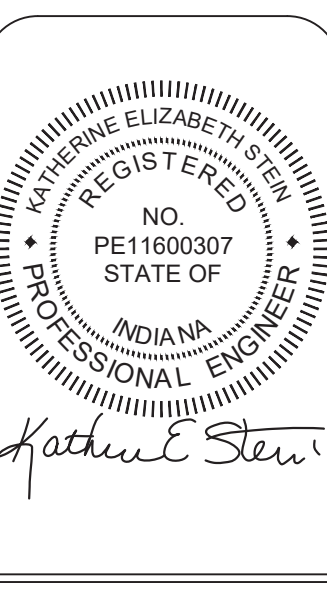
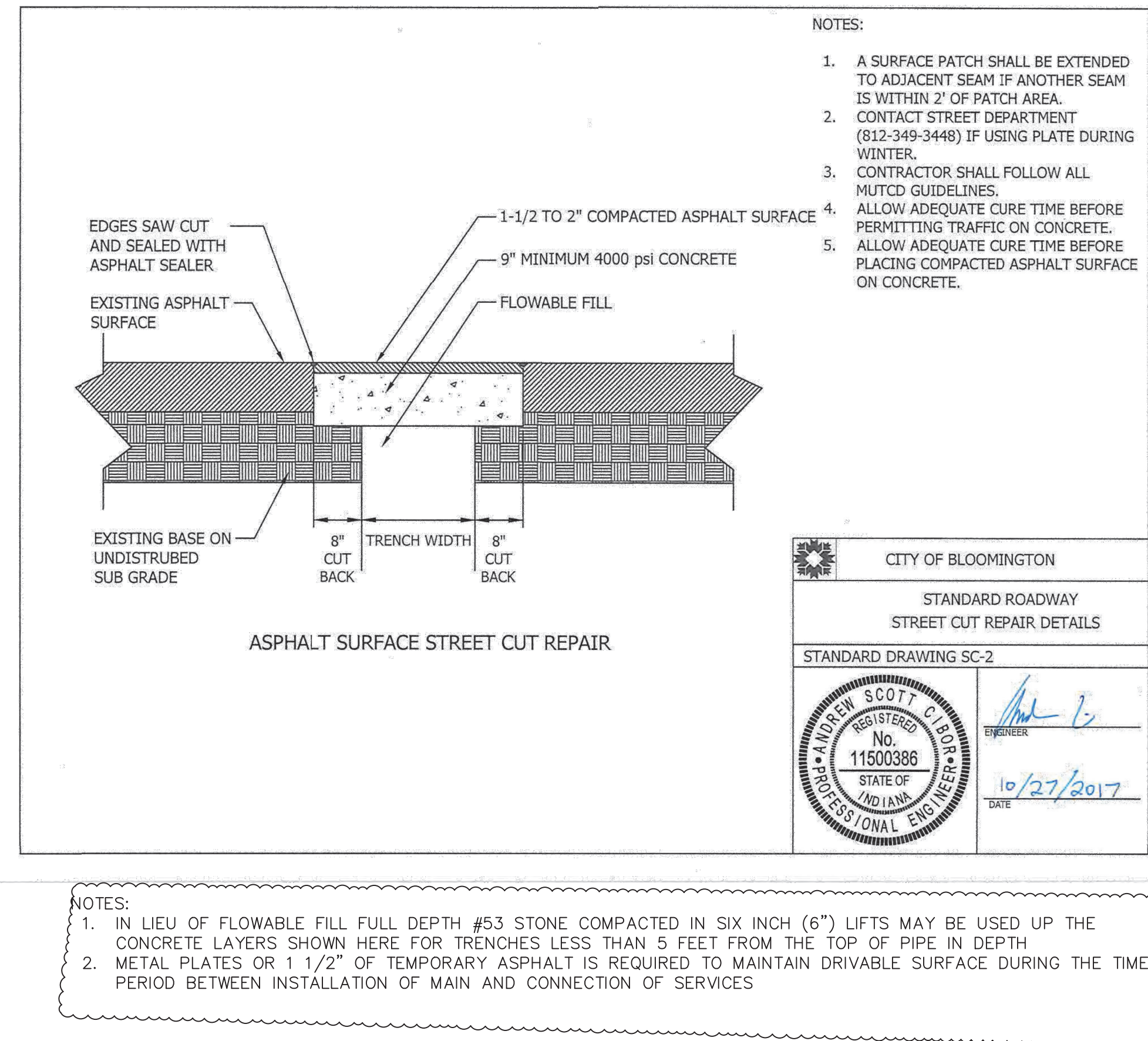
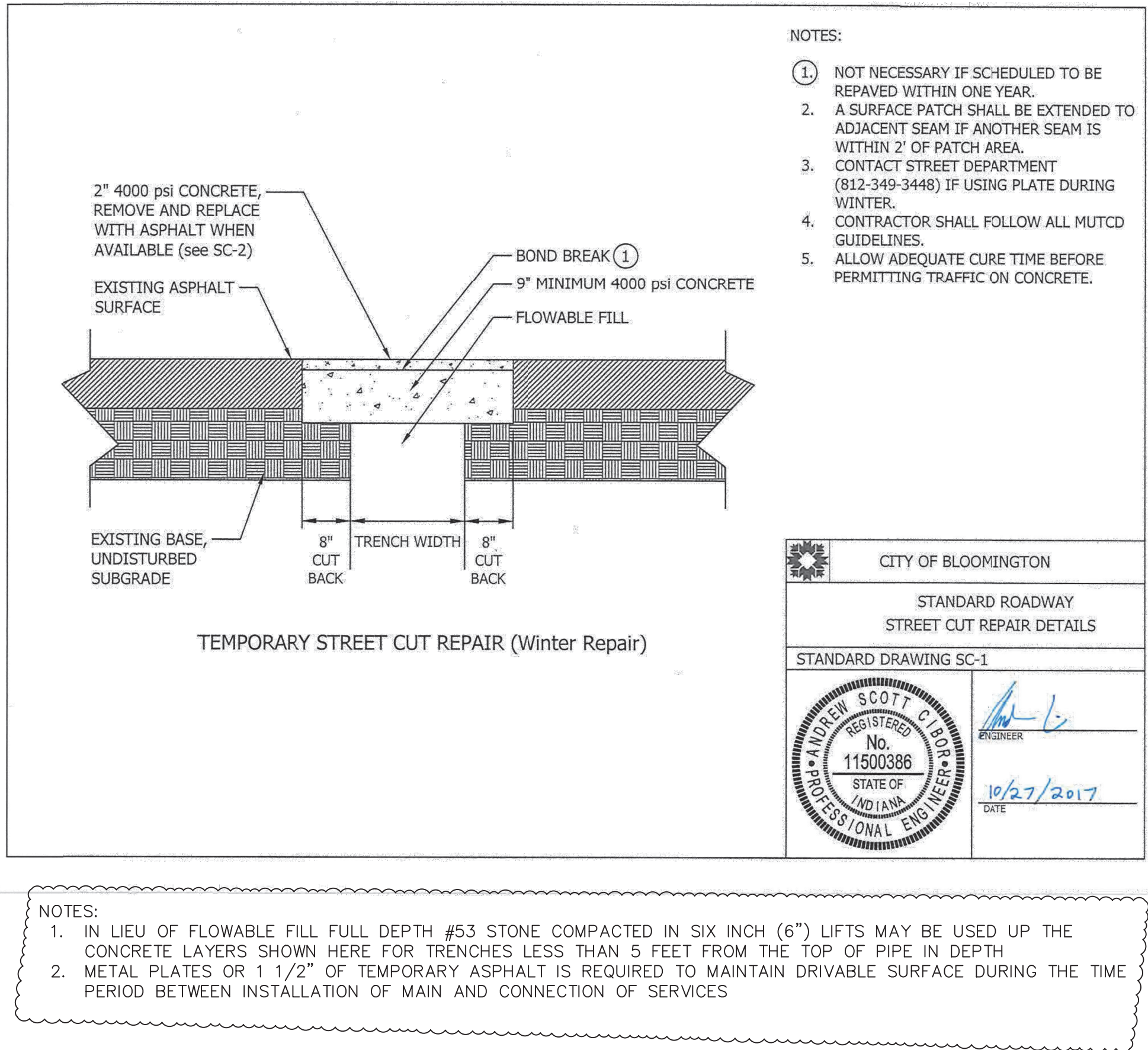
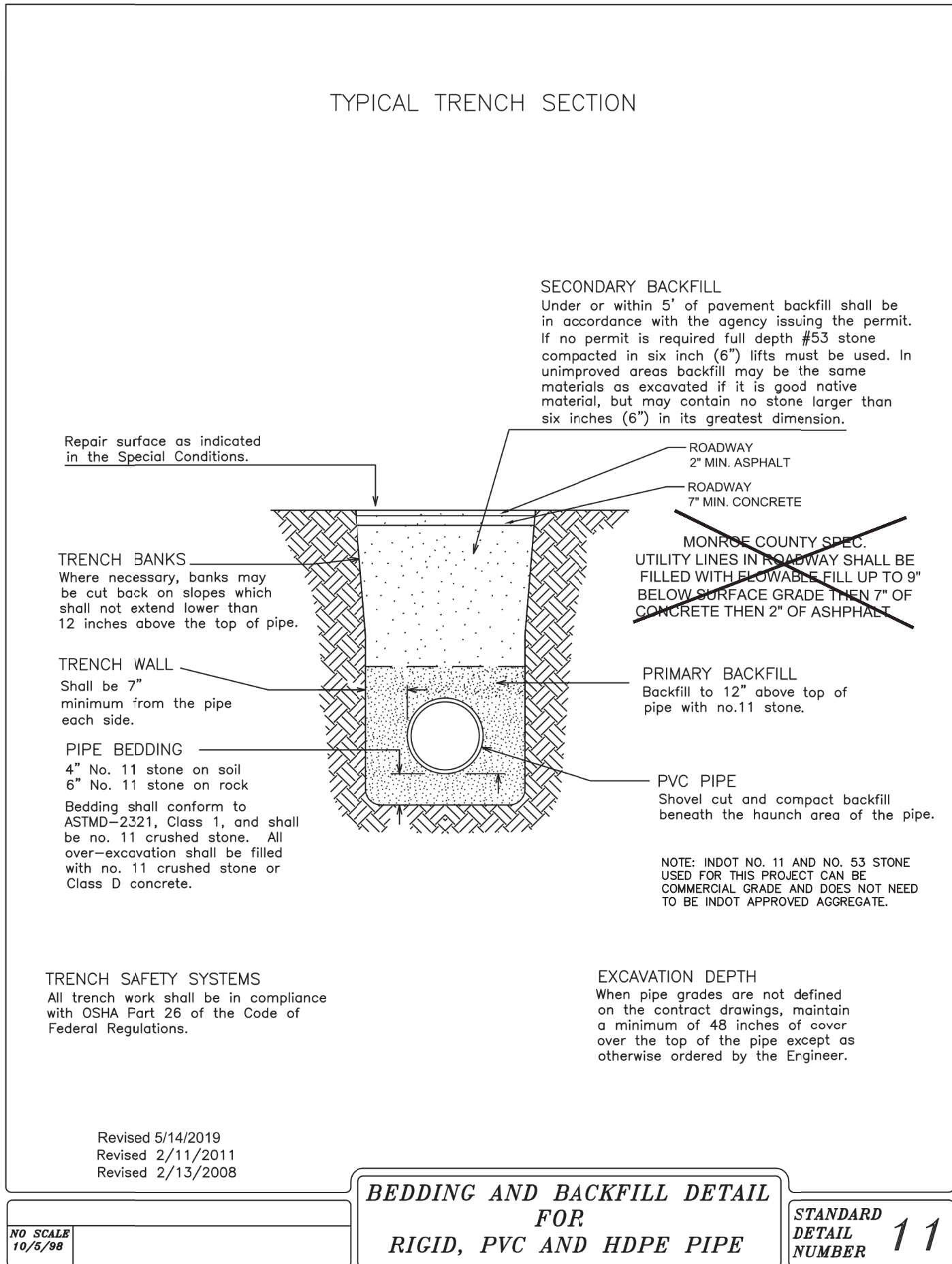
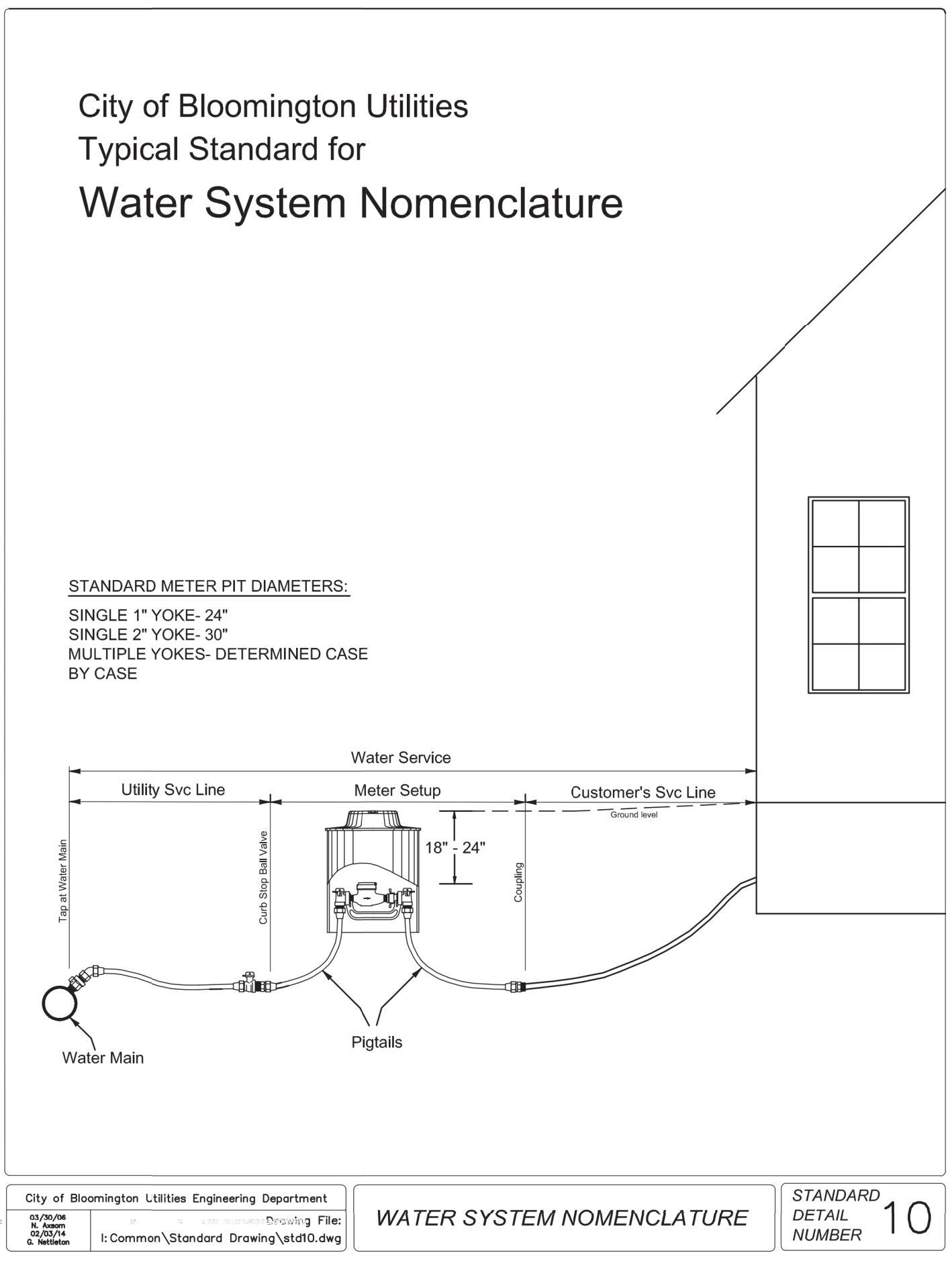
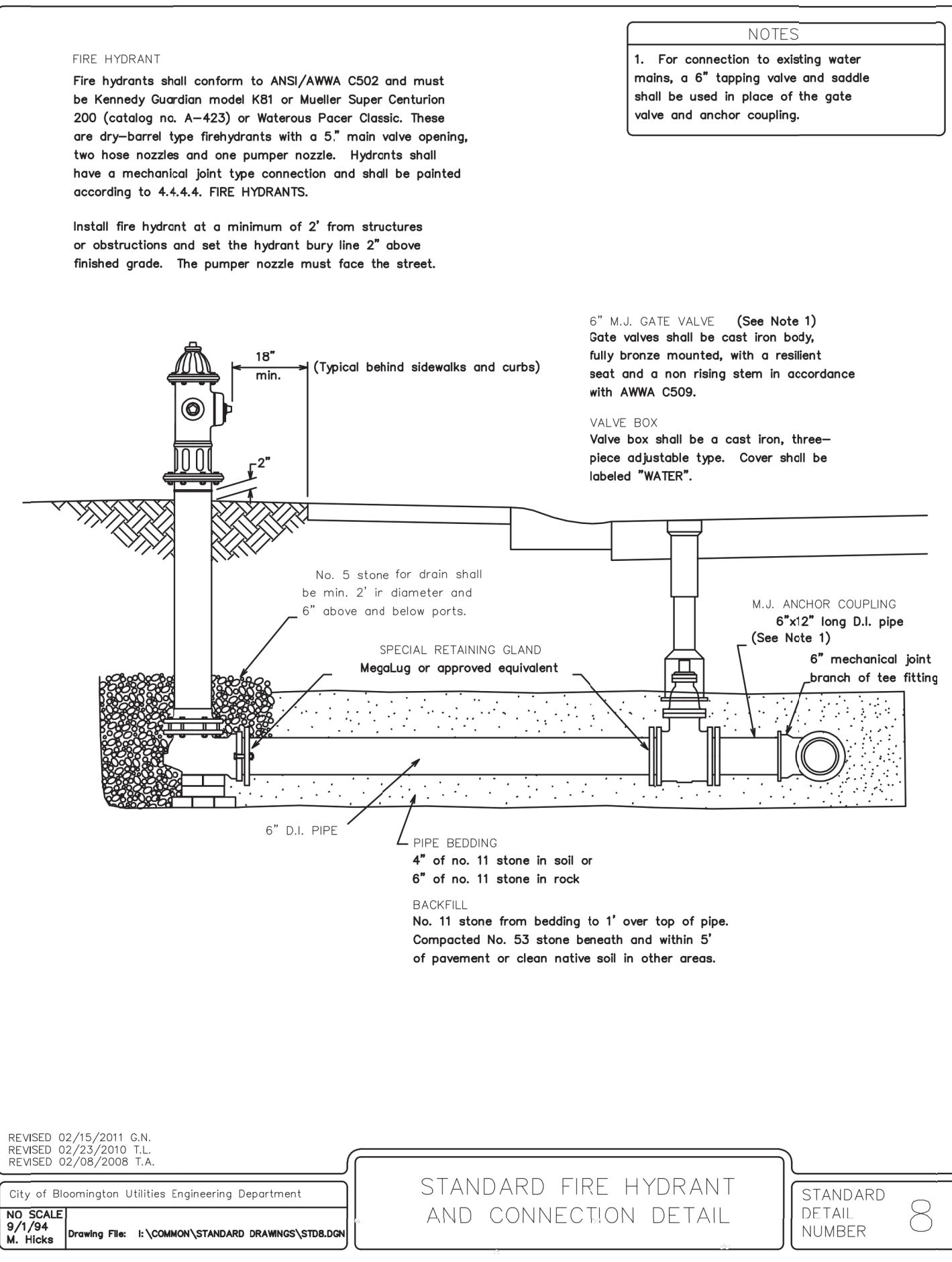
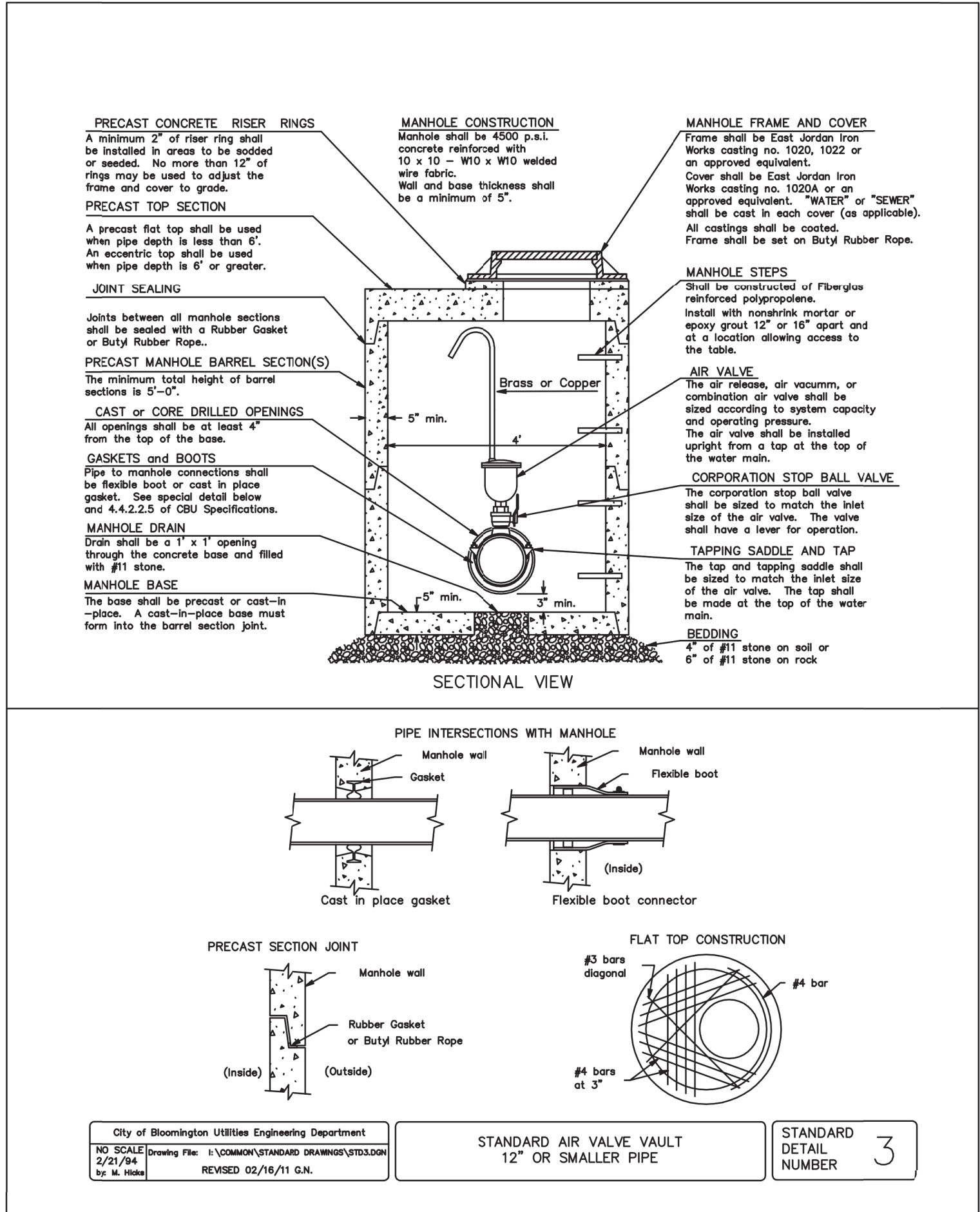


SHEET NO.	REVISIONS	BY	DATE
5,7,11,13,15	REVISED AIR RELEASE VALVE DETAILS	KCK	05/12/2021
2	REVISED ROAD CUT REPAIR NOTE	KCK	05/25/2021



These documents were originally prepared for the Lindbergh Drive Area Water Main Replacement project under the direct supervision of Katherine Elizabeth Stein at Smith Design Group. That project included a bid alternate for the water main replacement on Fountain Drive, which the City of Bloomington Utilities Department (CBU) was unable to award. CBU received written permission from Ms. Stein to reuse the plans and specifications prepared under her supervision to separately bid the work on Fountain Drive. As such, Ms. Stein's certification remains on the documents to represent responsible charge of the engineering work and Jane A. Fleig certifies CBU has simply taken ownership of the documents for the purpose of bidding this portion of the original design. Additionally, all references to Engineer in the plans or specifications shall mean Owner

SDG JOB NUMBER: 6067



05/18/2021

W. FOUNTAIN DRIVE

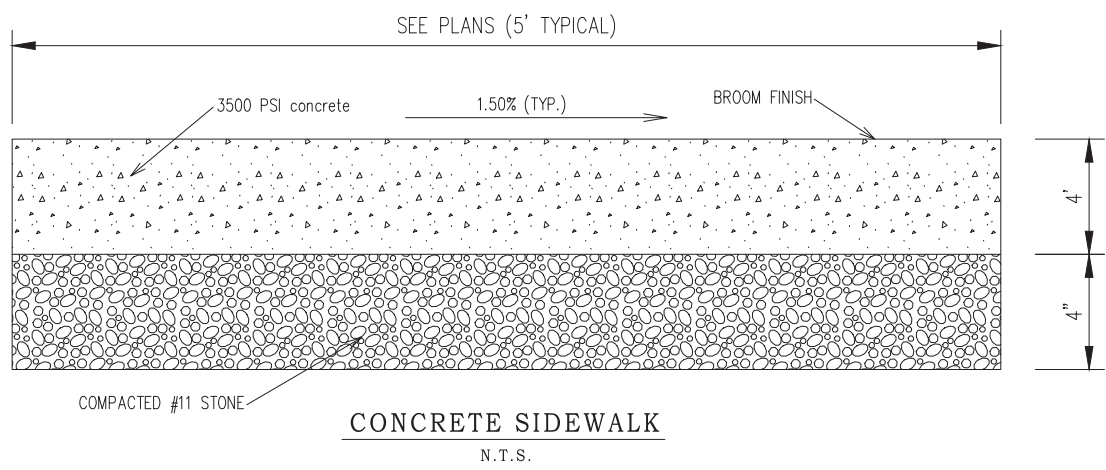
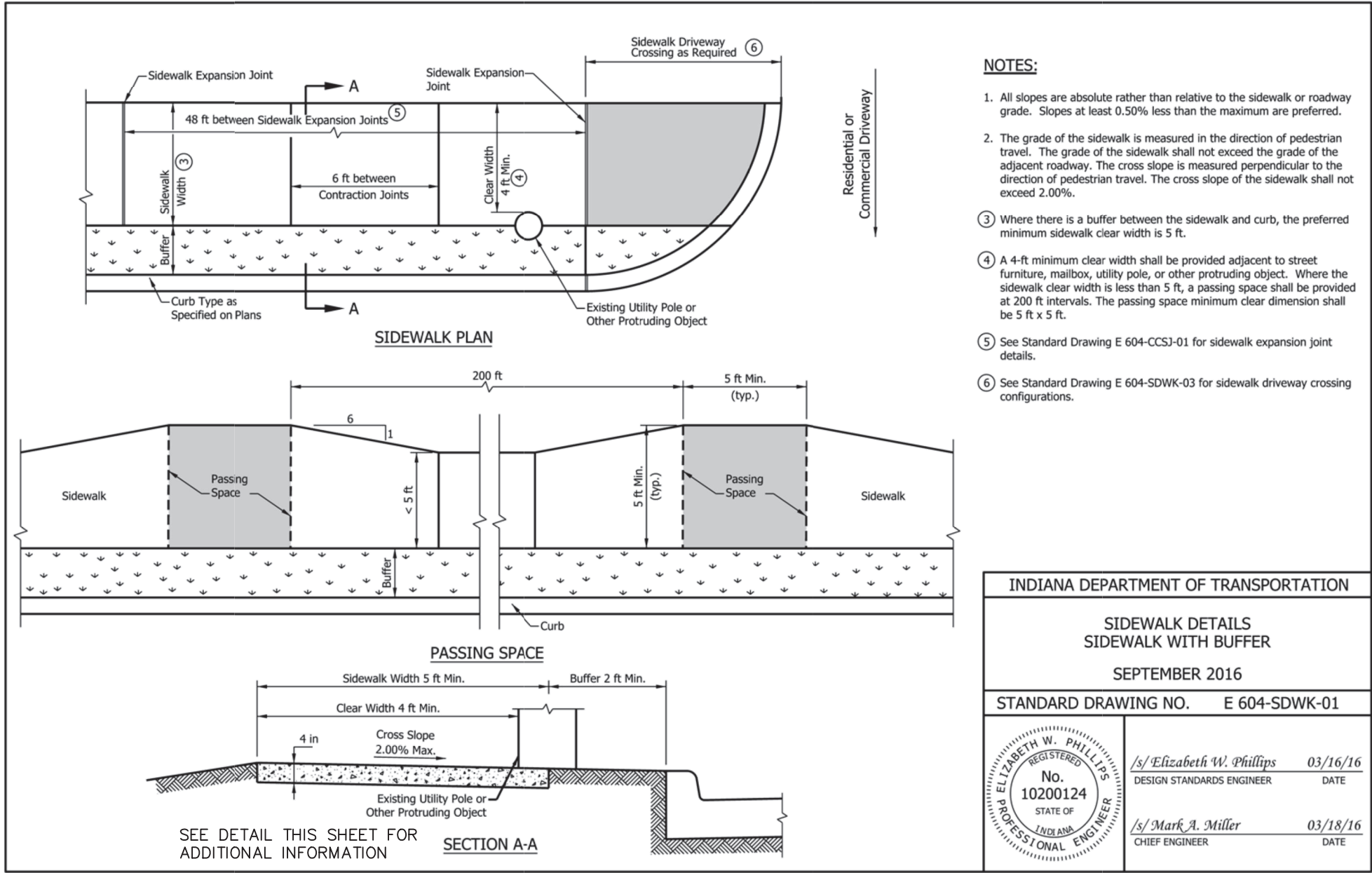
WATER MAIN REPLACEMENT

BLOOMINGTON, INDIANA

REVISIONS	BY	DATE
REVISED ROAD CUT REPAIR NOTE	KCK	05/25/2021

DESIGNED	SP/P/KCK
DRAWN	SP/P/KCK
CHECKED	KES
DATE	05/06/21

JOB NUMBER	6067
SHEET	2 OF 7
DATE	05/25/2021
GENERAL NOTES AND DETAILS	



PRIMARY MOT PLAN FLAGGERS TO BE USED AS NEEDED

Notes for Figure 6H-18 Typical Application 18
Lane Closure on a Minor Street

Standard:

1. This TTC shall be used only for low-speed facilities having low traffic volumes.

Option:

2. Where the work space is short, where road users can see the roadway beyond, and where volume is low, vehicular traffic may be self-regulating.

Standard:

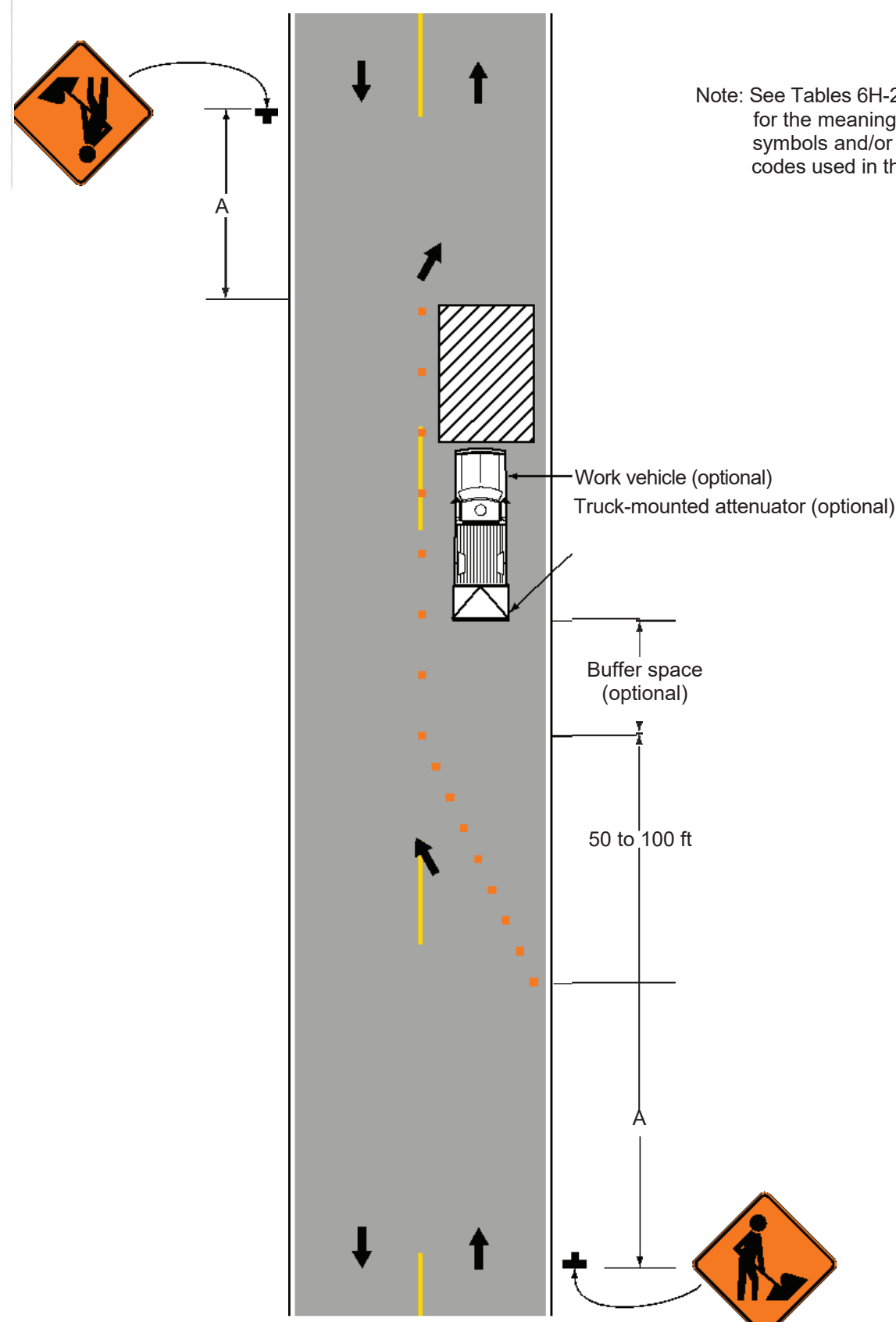
3. Where vehicular traffic cannot effectively self-regulate, one or two flaggers shall be used as illustrated in Figure 6H-10.

Option:

4. Flashing warning lights and/or flags may be used to call attention to the advance warning signs.

5. A truck-mounted attenuator may be used on the work vehicle and the shadow vehicle.

Figure 6H-18. Lane Closure on a Minor Street (TA-18)



MAINTENANCE OF TRAFFIC NOTES

- CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF TRAFFIC. ALL MAINTENANCE OF TRAFFIC MUST BE IN ACCORDANCE WITH THE LATEST REVISION OF THE INDIANA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (IMUTCD).
- AT LEAST ONE LANE OF TRAFFIC ON CITY ROADWAYS MUST BE MAINTAINED AT ALL TIMES.
- FLAGGERS MUST BE PRESENT AT ALL TIMES WHILE WORK IS BEING PERFORMED ON ROADWAYS. AT THE END OF EACH DAY, STEEL PLATES MUST BE PLACED OVER ANY PAVEMENT CUT AREAS THAT HAVE NOT BEEN RESTORED TO ALLOW THE SAFE FLOW OF TWO WAY TRAFFIC. **WARNING SIGNS (IMUTCD W8-24) MUST BE PLACED 350 FEET IN ADVANCE OF ANY STEEL PLATES WITHIN THE ROADWAY.**
- CONTRACTOR IS TO MAINTAIN ACCESS TO ALL DRIVEWAYS AT ALL TIMES. CONTRACTOR IS TO WORK CLOSELY WITH LOCAL RESIDENTS SO THEY ARE AWARE OF HOW TO ACCESS THEIR PROPERTIES DURING CONSTRUCTION. METAL PLATES MAY BE USED FOR TEMPORARY VEHICULAR ACCESS THROUGH THE CONSTRUCTION AREA IF NECESSARY.
- ANY TEMPORARY SIDEWALK CLOSURES MUST ONLY BE DURING THE WORKDAY AND A PEDESTRIAN DETOUR MUST BE PROVIDED DURING EACH CLOSURE.

Notes for Figure 6H-10 Typical Application 10
Lane Closure on a Two-Lane Road Using Flaggers

Option:

- For low-volume situations with short work zones on straight roadways where the flagger is visible to road users approaching from both directions, a single flagger, positioned to be visible to road users approaching from both directions, may be used (see Chapter 6E).
- The ROAD WORK AHEAD and the END ROAD WORK signs may be omitted for short-duration operations.
- Flashing warning lights and/or flags may be used to call attention to the advance warning signs. A BE PREPARED TO STOP sign may be added to the sign series.

Guidance:

- The buffer space should be extended so that the two-way traffic taper is placed before a horizontal (or crest vertical) curve to provide adequate sight distance for the flagger and a queue of stopped vehicles.

Standard:

- At night, flagger stations shall be illuminated, except in emergencies.

Guidance:

- When used, the BE PREPARED TO STOP sign should be located between the Flagger sign and the ONE LANE ROAD sign.
- When a grade crossing exists within or upstream of the transition area and it is anticipated that queues resulting from the lane closure might extend through the grade crossing, the TTC zone should be extended so that the transition area precedes the grade crossing.
- When a grade crossing equipped with active warning devices exists within the activity area, provisions should be made for keeping flaggers informed as to the activation status of these warning devices.
- When a grade crossing exists within the activity area, drivers operating on the left-hand side of the normal center line should be provided with comparable warning devices as for drivers operating on the right-hand side of the normal center line.
- Early coordination with the railroad company or light rail transit agency should occur before work starts.

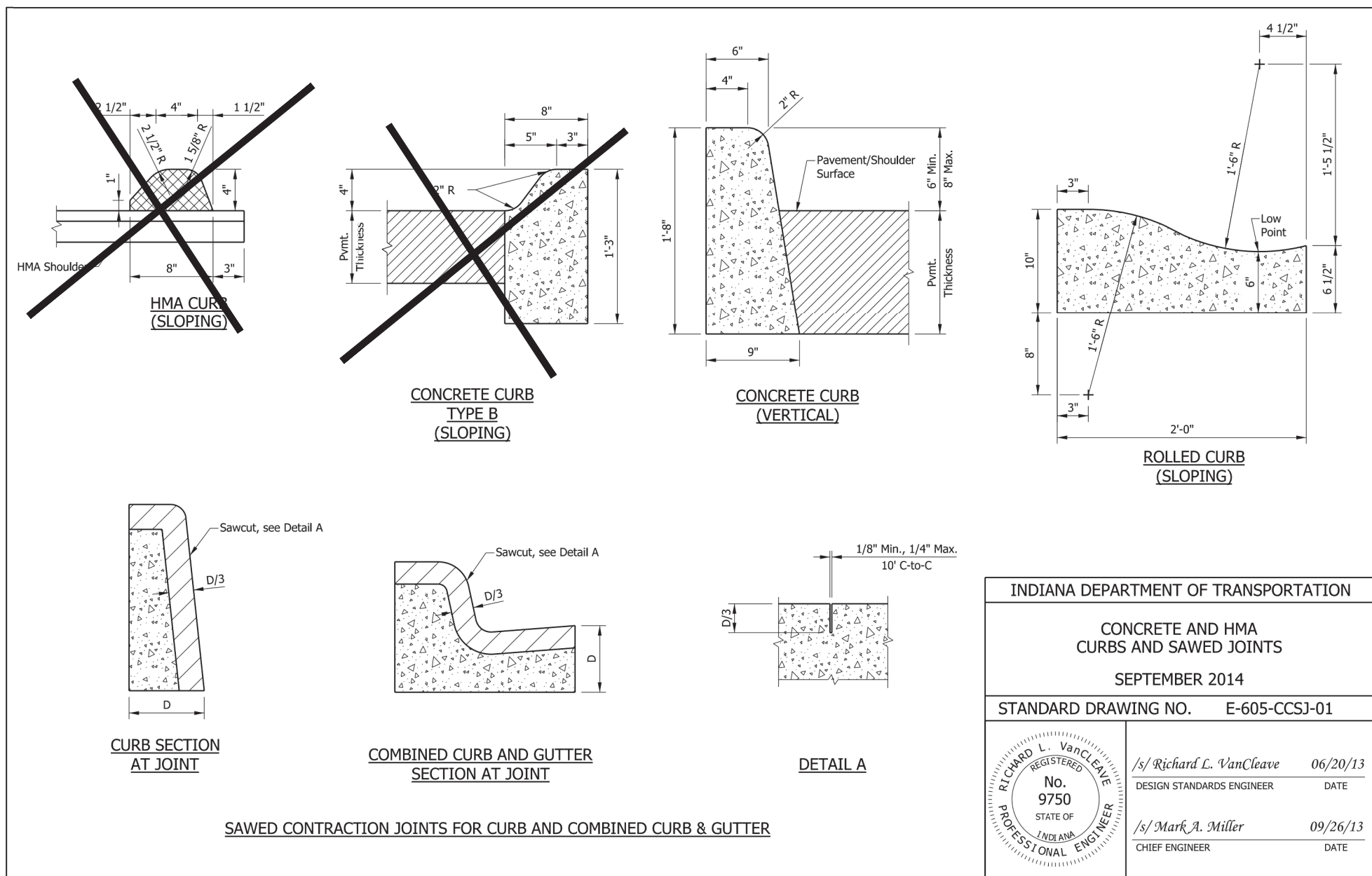
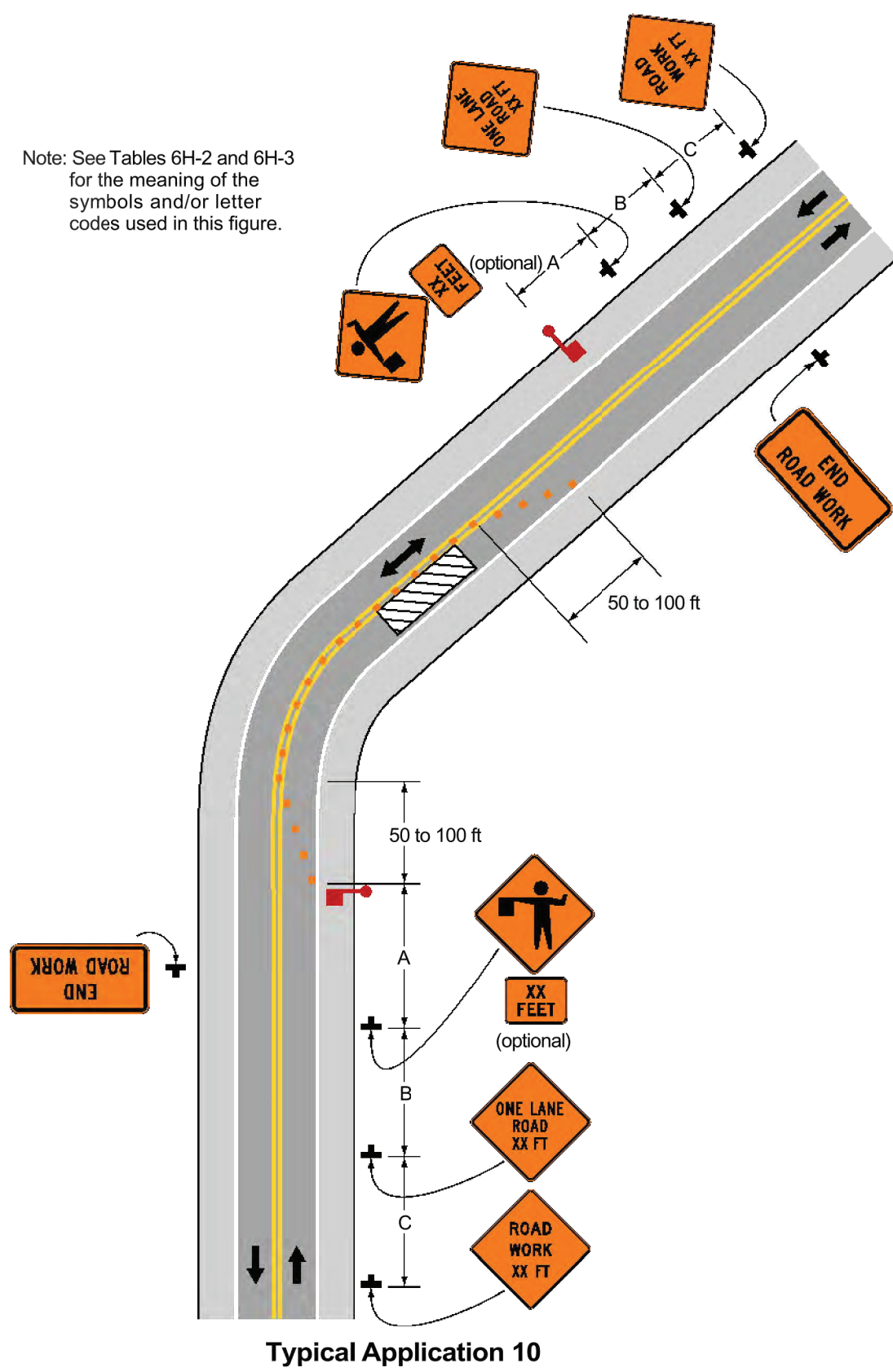
Option:

- A flagger or a uniformed law enforcement officer may be used at the grade crossing to minimize the probability that vehicles are stopped within 15 feet of the grade crossing, measured from both sides of the outside rails.

ALTERNATE MOT PLAN FLAGGERS TO BE USED AS NEEDED

2011 IMUTCD

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





CITY OF BLOOMINGTON

RIGHT-OF-WAY USE PERMIT APPLICATION

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

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

☒ ROW EXCAVATION ☐ ROW USE

ADDRESS OF ROW ACTIVITY: W FOUNTAIN DRIVE

A. APPLICANT/AGENT INFORMATION: APPLICANT NAME: <u>Tom Smith</u> E-MAIL: <u>tom@reedandsonsonsconstruction.com</u> COMPANY: <u>Reed & Sons Construction, Inc.</u> ADDRESS: <u>299 Moorman Rd</u> CITY, STATE, ZIP: <u>Bloomington, IN 47403</u> 24-HR EMERGENCY CONTACT NAME: <u>Shannon Reed</u> 24-HR CONTACT PHONE #: <u>(812) 320-7313</u> INSURANCE #*: <u>A34290903</u> COMPANY: <u>Westbend</u> BOND #*: <u>IN 31952</u> COMPANY: <u>Merchants</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: _____ B. WORK DESCRIPTION: <input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): _____ <small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small> C. RIGHT OF WAY TO BE USED/CLOSED: STREET NAME 1: <u>W FOUNTAIN DRIVE</u> 1ST INTERSECTING STREET NAME: <u>N CRESCENT RD</u> 2ND INTERSECTING STREET NAME: <u>N LEMON LN</u> <input type="checkbox"/> ROAD CLOSURE <input checked="" 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 checked="" type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED START DATE: <u>7/11/22</u> END DATE: <u>7/23/22</u> # OF DAYS*: <u>12</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 **NON-METERED START DATE: _____ END DATE: _____ # OF DAYS*: <u>36</u> <small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</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</u> AM - <u>4</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>	D. TRAFFIC CONTROL DEVICES*: <input checked="" type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD <input checked="" 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> 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> 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>W FOUNTAIN DR WATER REPLACMENET</u> PROJECT #: _____ PROJECT MGR.: <u>JANE FLEIG</u> PROJECT MGR. #: _____ <small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY</small> G. EXCAVATIONS: SQ FT OF PAVEMENT* EXCAVATIONS : <u>8000</u> <small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small> SQ FT OF NON-PAVEMENT* EXCAVATIONS: <u>500</u> <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: <u>0</u> <small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small> # OF POLE INSTALLATIONS/REMOVAL: <u>0</u> SQ FT OF SIDEWALK RECONSTRUCTION*: <u>0</u> <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small> SQ FT OF SIDEWALK NEW CONSTRUCTION*: <u>0</u> <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small> #RESIDENTIAL DRIVEWAY INSTALLATION: <u>0</u> <div style="text-align: center;"> <small>Know what's below. Call before you dig.</small> </div> <div style="text-align: center;"> <small>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.</small> </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>TOM SMITH</u> SIGNATURE: <u>TOM SMITH</u> DATE: <u>JUNE 6TH 2022</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 Wilhelm Construction for a sidewalk closure along S Strong Dr
Staff Representative:	Paul Kehrberg
Petitioner/Representative:	Michael Greven, Wilhelm Construction
Date:	July 5, 2022

Report: Wilhelm Construction is requesting a sidewalk closure along S Strong Dr near the dead end. Wilhelm is completing renovations and construction for Catalent Biologics. This sidewalk closure will facilitate the demolition and new construction at the southern end of S Strong Dr along the east side of the street. This sidewalk closure will be in place from July 1, 2022 to May 1, 2023



CATALENT - PROJECT PEGASUS



June 30, 2022

Via Electronic Delivery

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

Dear Board Members,

RE: Sidewalk Closure on Strong Drive

Catalent Biologics is proceeding with the Project Pegasus renovations in which new vial filling lines and packaging facilities are being installed. In order to facilitate the demolition of the existing structure and the construction of the new facility Catalent and Wilhelm are requesting that the sidewalk be closed at the end of Strong Drive. The time period for this closure will be from July 1, 2022 through May 1, 2023. Please note that Strong Drive dead ends and there is very little pedestrian traffic at this location.

We respectfully request the closure of the stretch of sidewalk as per the attached plan to insure safety in the construction zone.

Best Regards,

Michael Greven
Sr. Project Manager

Cc: Rebecca Mullis, Catalent
Jeff Barkhimer, Catalent
Mike Kinton, FA Wilhelm
Paul Mount/Aaron white, FA Wilhelm

TRUCK ROUTE AND SIGNAGE PLAN

"CAUTION CONSTRUCTION AHEAD"

STRONG DRIVE

"SIDEWALK CLOSED"

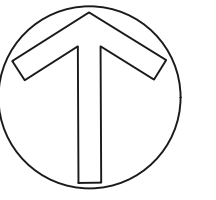
"DO NOT ENTER"

EX. STOP SIGN TO REMAIN

SHUTTLE LOADING / OFFLOADING ZONE

"RALLY POINT"

STOP SIGN & "CONSTRUCTION ENTRANCE: CATALENT DRIVERS TO BE ACCOMPANIED BY WILHELM THROUGH CONSTRUCTION AREA"



— DELIVERY TRUCK ROUTE
— PERSONNEL/SMALL DELIVERY DROP
 OFF ROUTE
 - SIGN

Catalent
Bloomington, IN

C-002

Scale	1" = 100'
-------	-----------



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>MICHAEL GREVEN</u> E-MAIL: <u>michael.greven@fawilhelm.com</u> COMPANY: <u>F.A. WILHELM CONSTRUCTION</u> ADDRESS: <u>3914 Prospect Street</u> CITY, STATE, ZIP: <u>INDIANAPOLIS, IN 46203</u> 24-HR EMERGENCY CONTACT NAME: <u>MICHAEL GREVEN</u> 24-HR CONTACT PHONE #: <u>317-650-1450</u> INSURANCE #: <u>VTN-10-BN803481-21</u> COMPANY: <u>PHOENIX INS.</u> BOND #: <u>107504690</u> COMPANY: <u>TRAVELERS</u> *INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED	D. TRAFFIC CONTROL DEVICES*: <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 *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.
SUBCONTRACTOR INFORMATION (LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: <u>F.A. WILHELM CONSTRUCTION</u>	E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input checked="" 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 checked="" type="checkbox"/> CONSTRUCTION USE (EXPLAIN): <u>LONG TERM USE FOR BUILDING CONSTRUCTION</u> *EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND	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. #: _____ *CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY
C. RIGHT OF WAY TO BE USED/CLOSED: STREET NAME 1: <u>STRANB DR.</u> 1ST INTERSECTING STREET NAME: <u>WEST ALLEN ST</u> 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 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>07.01.22</u> END DATE: <u>05.01.23</u> # OF DAYS*: <u>305</u> <u>PARKING LANE WILL BE CLOSED INTERMITTENTLY FOR SHORT DURATION</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 **NON-METERED START DATE: _____ END DATE: _____ # OF DAYS*: _____ *SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW	G. EXCAVATIONS: SQ FT OF PAVEMENT* EXCAVATIONS: <u>NA</u> *PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS SQ FT OF NON-PAVEMENT* EXCAVATIONS: <u>NA</u> *DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE LINEAL FT OF BORE*: <u>NA</u> *BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS # OF POLE INSTALLATIONS/REMOVAL: <u>NA</u> SQ FT OF SIDEWALK RECONSTRUCTION*: <u>100 SF on LESS</u> *CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED SQ FT OF SIDEWALK NEW CONSTRUCTION*: <u>NA</u> *CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE #RESIDENTIAL DRIVEWAY INSTALLATION: <u>NA</u>
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 *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)	 TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.
H. INDEMNIFICATION AGREEMENT: The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including 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>MICHAEL GREVEN</u> SIGNATURE: <u>[Signature]</u> DATE: <u>06.30.22</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 Lineal Contracting for right of way use and temporary lane closures
Staff Representative:	Paul Kehrberg
Petitioner/Representative:	Brian Busick, Lineal Contracting
Date:	July 5, 2022

Report: Lineal Contracting is requesting temporary right of way use and short duration lane closures for an AT&T project. They will be doing both overhead and underground directional boring for fiber installation. This work will be in The Stands neighborhood and also the area around S Rogers St, S Rockport Rd, and W Country Club Dr. Most of the work will take place outside of the travel lanes, but there will also be occasional, short term flagger operations.

The work will take approximately 90 days in The Stands neighborhood. The work around S Rogers St and W Country Club Dr will take approximately 70 days.



2922 Mitchell Road
Bedford, IN 47421
Office: 812-277-0477
Fax: 812-275-6706

June 30, 2022

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

RE: ROW Permits in The Stands, and the areas of S Rogers, Rockport, and Country Club

Dear Board Members:

AT&T is planning FTTH projects in the areas of The Stands, S Rogers, Rockport, and Country Club. These projects will be implemented by Lineal Contracting. In order to facilitate this project, Lineal Contracting is respectfully requesting access to the City of Bloomington ROW as described in the submitted plans. Where required, and as described in the attached, Lineal Contracting will be implementing the State of Indiana approved Maintenance of Traffic Control Plan.

There will be no long term closures of roads on any of these projects, however there will be vehicles parked on the shoulders while work is being completed. Signs and flaggers will be present while any roadway is obstructed. These areas are all identified on the plans submitted through the Planning Department.

Prior to construction starting on either project, Lineal Contracting will place AT&T provided door hangers on all affected properties. These door hangers will explain the nature of the project, the purpose, and provide a contact number should any issues arise.

Lineal Contracting respectfully requests the Board of Public Works approves the ROW permits referenced above.

Regards,
Brian Busick
Lineal Contracting, Inc



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>Brian Busick</u> E-MAIL: <u>bbusick@linealcontracting.com</u> COMPANY: <u>Lineal Contracting Inc.</u> ADDRESS: <u>2922 Mitchell Road</u> CITY, STATE, ZIP: <u>Bedford In. 47421</u> 24-HR EMERGENCY CONTACT NAME: <u>Brian Busick</u> 24-HR CONTACT PHONE #: <u>812 - 521 - 3474</u> INSURANCE #*: <u>5000142821</u> COMPANY: <u>Thomburg</u> BOND #: <u>69390442</u> COMPANY: <u>Western Surety</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: _____	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 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> 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>
B. WORK DESCRIPTION: <input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): <u>Aerial and Underground cable placement</u> <small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small>	F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT? PROJECT NAME: <u>S. Rogers St.</u> PROJECT #: <u>A029G86</u> PROJECT MGR.: <u>ZACHARY DECKARD</u> PROJECT MGR. #: <u>812 - 955 - 9437</u> <small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY</small>
C. RIGHT OF WAY TO BE USED/CLOSED: STREET NAME 1: <u>2801 S, Rogers St.</u> 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE <input type="checkbox"/> 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*: <u>45</u> STREET NAME 2: _____ 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE <input type="checkbox"/> 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 24 HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</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*: <u>210 FEET</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*: <u>9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM</u> 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>	<div data-bbox="836 1333 1031 1417" data-label="Image"></div> <div data-bbox="1047 1323 1396 1417" data-label="Text"> <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> 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>Brian Busick</u> SIGNATURE: <u>Brian Busick</u> DATE: <u>5 - 16 - 2022</u>

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ ☐ BPW ☐ City Engineer ☐ Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



CITY OF BLOOMINGTON
RIGHT-OF-WAY USE PERMIT APPLICATION

RECEIVED
6/3/22
101 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: _____

A. APPLICANT/AGENT INFORMATION: APPLICANT NAME: <u>BRIAN BUSICK</u> E-MAIL: <u>bbusick@linealcontracting.com</u> COMPANY: <u>LINEAL CONTRACTING INC.</u> ADDRESS: <u>2922 MITCHELL ROAD</u> CITY, STATE, ZIP: <u>BEDFORD IN. 47421</u> 24-HR EMERGENCY CONTACT NAME: <u>BRIAN BUSICK</u> 24-HR CONTACT PHONE #: <u>812 - 521 - 3474</u> INSURANCE #: <u>5000142821</u> COMPANY: <u>THOMBURG</u> BOND #: <u>69390442</u> COMPANY: <u>WESTERN SURETY</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: _____	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 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>
B. WORK DESCRIPTION: <input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): <u>UNDERGROUND FIBER PLACEMENT, AERIAL</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 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
C. RIGHT OF WAY TO BE USED/CLOSED: STREET NAME 1: <u>3034 S. ROGERS ST.</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 <small>**NON-METERED</small> START DATE: _____ END DATE: _____ # OF DAYS*: <u>15</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 2 HRS 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>3034 S. ROGERS ST.</u> PROJECT #: <u>A029AE2</u> PROJECT MGR.: <u>ZACHARY A. DECKARD</u> PROJECT MGR. #: <u>812 - 521 - 3474</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: _____ 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 14.09.0-10 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: <u>2</u> <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: <u>50'</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: _____
	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>BRIAN BUSICK</u> SIGNATURE: <u>Brian Busick</u> DATE: <u>6/2/2022</u>

For Administration Use Only (applicable to CLOSURE approval)

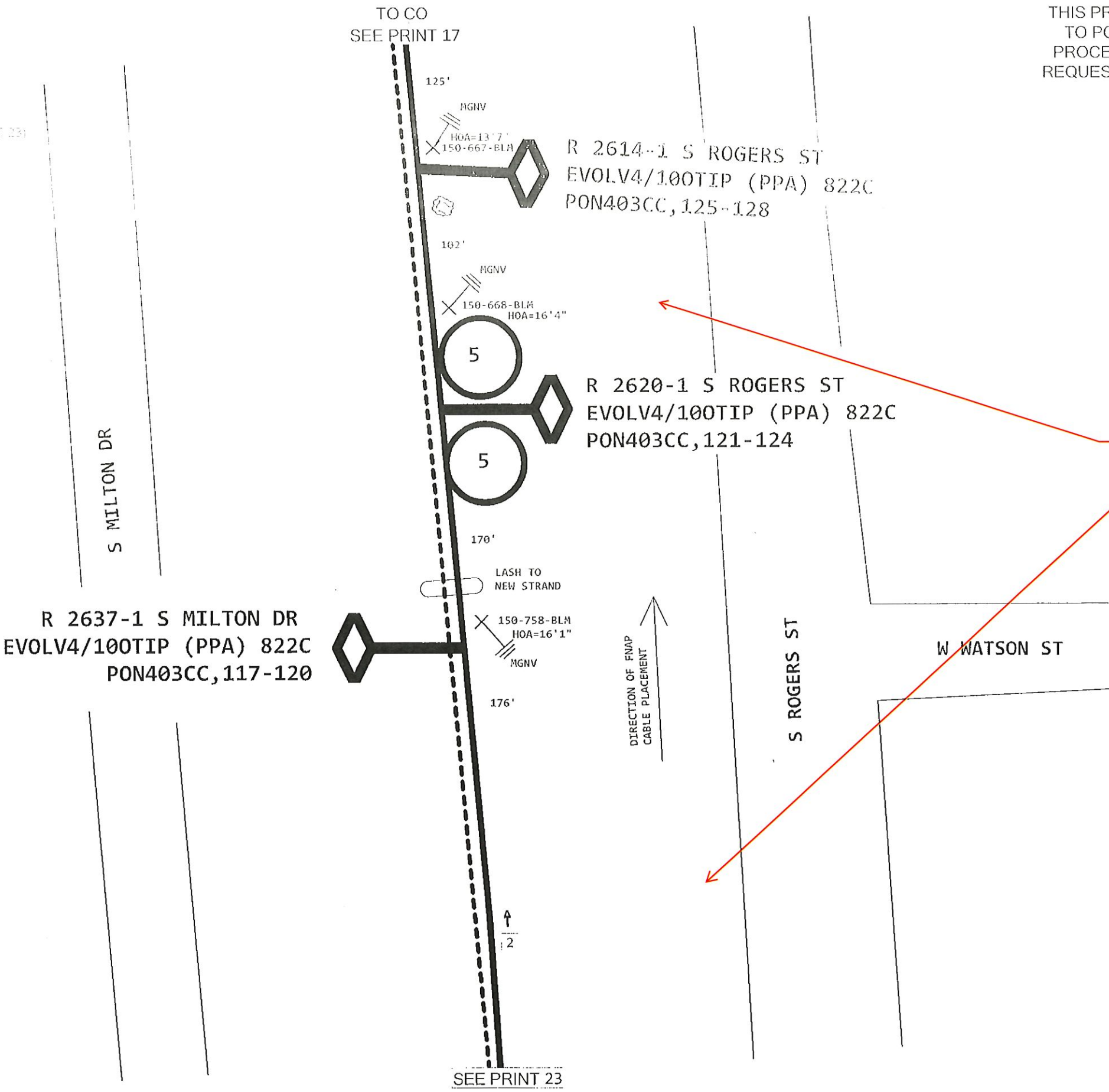
Approved By: _____ ☐ BPW ☐ City Engineer ☐ Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____

THIS PROJECT REQUIRES ATTACHMENT
TO POWER COMPAN POLES.DO NOT
PROCEED WITH PLACING UNTIL SPANS
REQUEST IS SUBMITTED AND APPROVED.



PLACE 938' OF NEW 6M STRAND
FROM 150-639-BLM (PRINT 17) TO P2 (PRINT 23)



(PPA) 822C 0'
FNAP-CBL-144
B,1-12
PON403CC,1-132

ROLLING TRAFFIC
CONTROL FOR
HANGING AERIAL
CABLE. SIGNS IN
PLACE FOR TRAFFIC
CONTROL. FLAGGERS
ON SITE

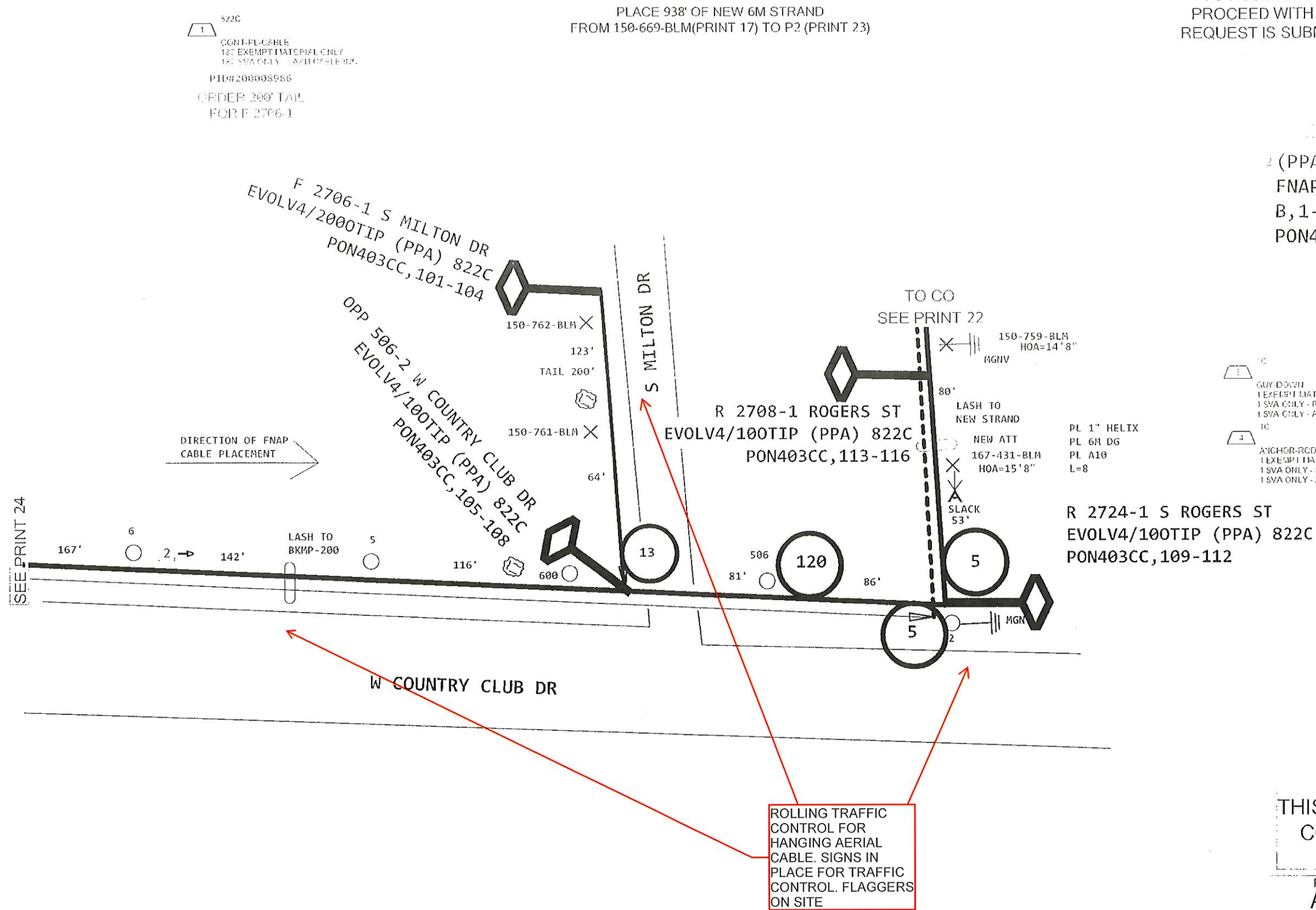
Contractor Name: UNDC

POWER BETWEEN
301V AND 15KV

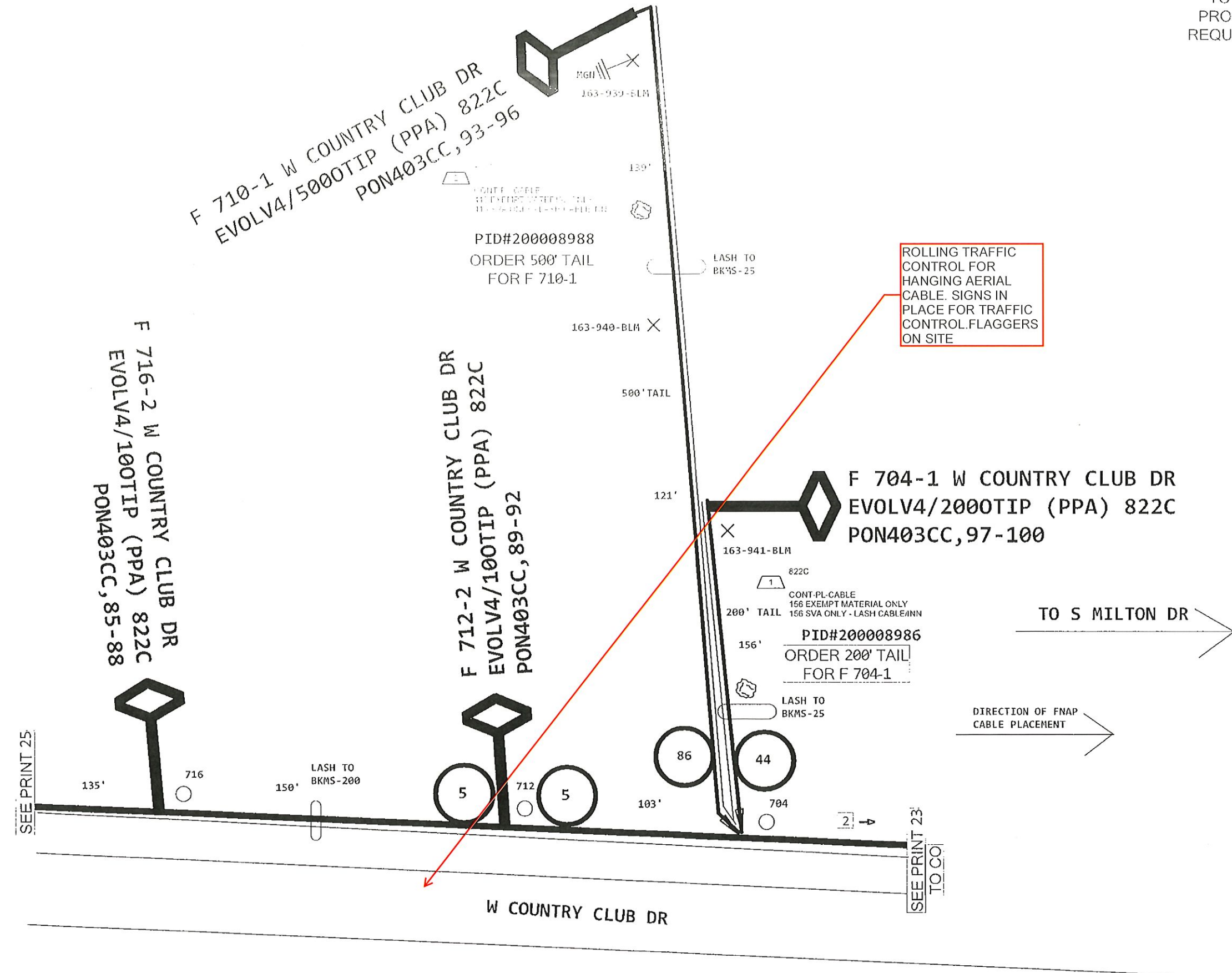
THIS PROJECT REQUIRES
COORDINATION WITH
UT:

PROJECT # A029G86		DATE SVC REQ'D 07/01/2022
NPANNX 812332	GEO LOC N33171	CLLI bltnin01
PRIMARY ENGR.: DECKARD, ZACHARY A		
ENGR. ID: ZD235D	PERMIT REQ'D.	Y
PHONE #:	PRINT 22 OF 29	

THIS PROJECT REQUIRES ATTACHMENT
TO POWER COMPAN POLES.DO NOT
PROCEED WITH PLACING UNTIL SPANS
REQUEST IS SUBMITTED AND APPROVED.



THIS PROJECT REQUIRES ATTACHMENT
TO POWER COMPAN POLES.DO NOT
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REQUEST IS SUBMITTED AND APPROVED.



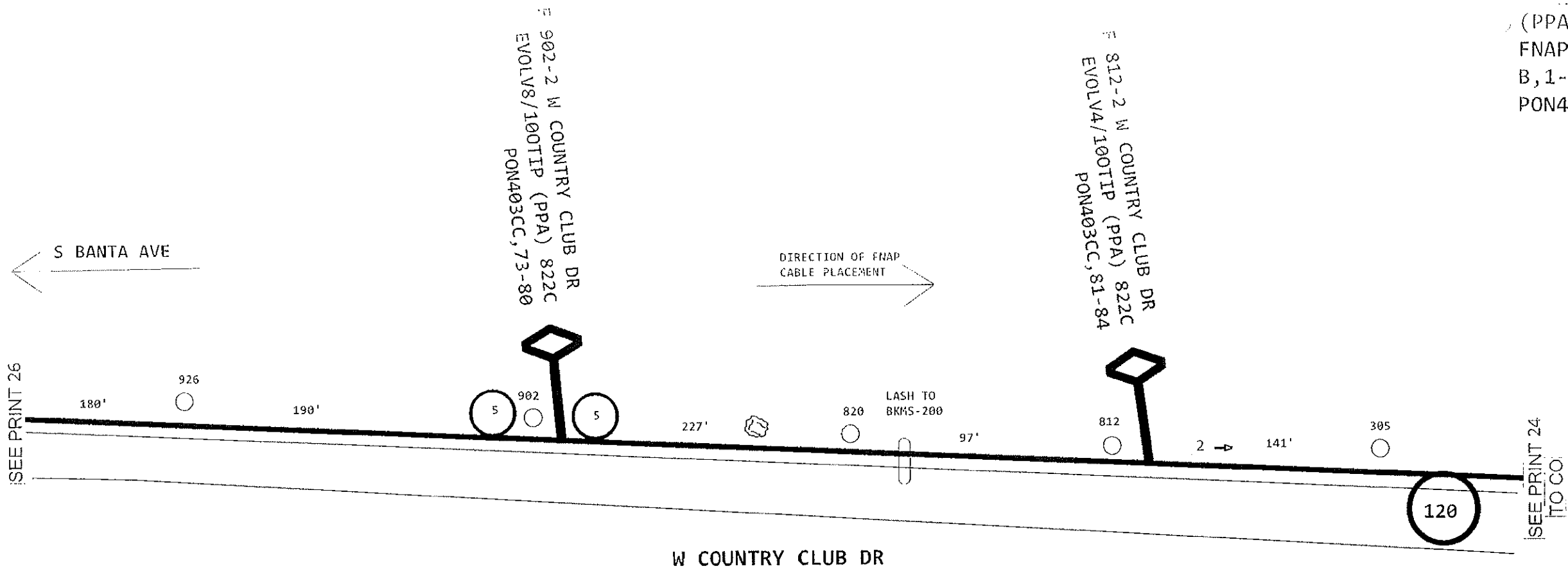
(PPA) 822C 0'
FNAP-CBL-144
B,1-12
PON403CC,1-132

822C
3
1 MW CWA ONLY INSPECTOR
Contractor Name: UNDC
POWER BETWEEN
301V AND 15KV
THIS PROJECT REQUIRES
COORDINATION WITH
UT:

PROJECT # A029G86		DATE SVC REQ'D 07/01/2022
NPANNX 812332	GEO LOC N33171	CLLI bltnin01
PRIMARY ENGR: DECKARD, ZACHARY A		
ENGR. ID: ZD235D	PERMIT REQ'D.	Y
PHONE #:	PRINT 24 OF 29	

THIS PROJECT REQUIRES ATTACHMENT
TO POWER COMPAN POLES.DO NOT
PROCEED WITH PLACING UNTIL SPANS
REQUEST IS SUBMITTED AND APPROVED.

(PPA) 822C 0'
FNAP-CBL-144
B,1-12
PON403CC,1-132



Contractor Name: UNDC

POWER BETWEEN
301V AND 15KV

THIS PROJECT REQUIRES
COORDINATION WITH
UT:

PROJECT # A029G86		DATE SVC REQ'D 07/01/2022
NPANX 812332	GEO LOC N33171	CLLI bltnin01
PRIMARY ENGR.: DECKARD, ZACHARY A		
ENGR. ID: ZD235D	PERMIT REQ'D.	Y
PHONE #:	PRINT 25 OF 29	

ROLLING TRAFFIC CONTROL FOR HANGING AERIAL CABLE. SIGNS IN PLACE FOR TRAFFIC CONTROL. FLAGGERS ON SITE.

AERIAL TRUCK PARKED FOR AERIAL EASEMENT WORK

522C
CONT-PL-CABLE
118 EXEMPT MATERIAL ONLY
118 SVA ONLY - LASH CABLE IN IN
PID#200009014
ORDER 200' TAIL
FOR R1004-2

R 1004-2 W COUNTRY CLUB DR
EVOLV12/2000TIP (PPA) 822C
PON403CC, 61-72

15' LOOP FOR
QUAD TETHER

SEE PRINT 28

LASH TO
BKMA-50
125'

SEE PRINT 27

R 2706-1 S BANTA AVE
EVOLV12/100TIP (PPA) 822C
PON403CC, 25-36

R 2712-1 S BANTA AVE
EVOLV12/100TIP (PPA) 822C
PON403CC, 37-48

R 2718-1 S BANTA AVE
EVOLV12/100TIP (PPA) 822C
PON403CC, 49-60

DIRECTION OF FNAP
CABLE PLACEMENT

DIRECTION OF FNAP
CABLE PLACEMENT

LASH TO
BKMS-50

SEE PRINT 25

W COUNTRY CLUB DR

S BANTA AVE

(PPA) 822C 40'
FNAP-CBL-144
B, 1-12
PON403CC, 1-132

2A (PPA) 822C 432'
FNAP-CBL-144
B, 1-12
PON403CC, 1-132

3 (PPA) 822C 596'
FNAP-CBL-048
PON403CC, 13-60

822C
2 1 MW CWA ONLY INSPECTOR

Contractor Name: UNDC

POWER BETWEEN
301V AND 15KV

THIS PROJECT REQUIRES
COORDINATION WITH
UT:

PROJECT #
A029G86

DATE SVC REQ'D
07/01/2022

NPANNX
812332

GEO LOC
N33171

CLLI
bltnin01

PRIMARY ENGR.: DECKARD, ZACHARY A

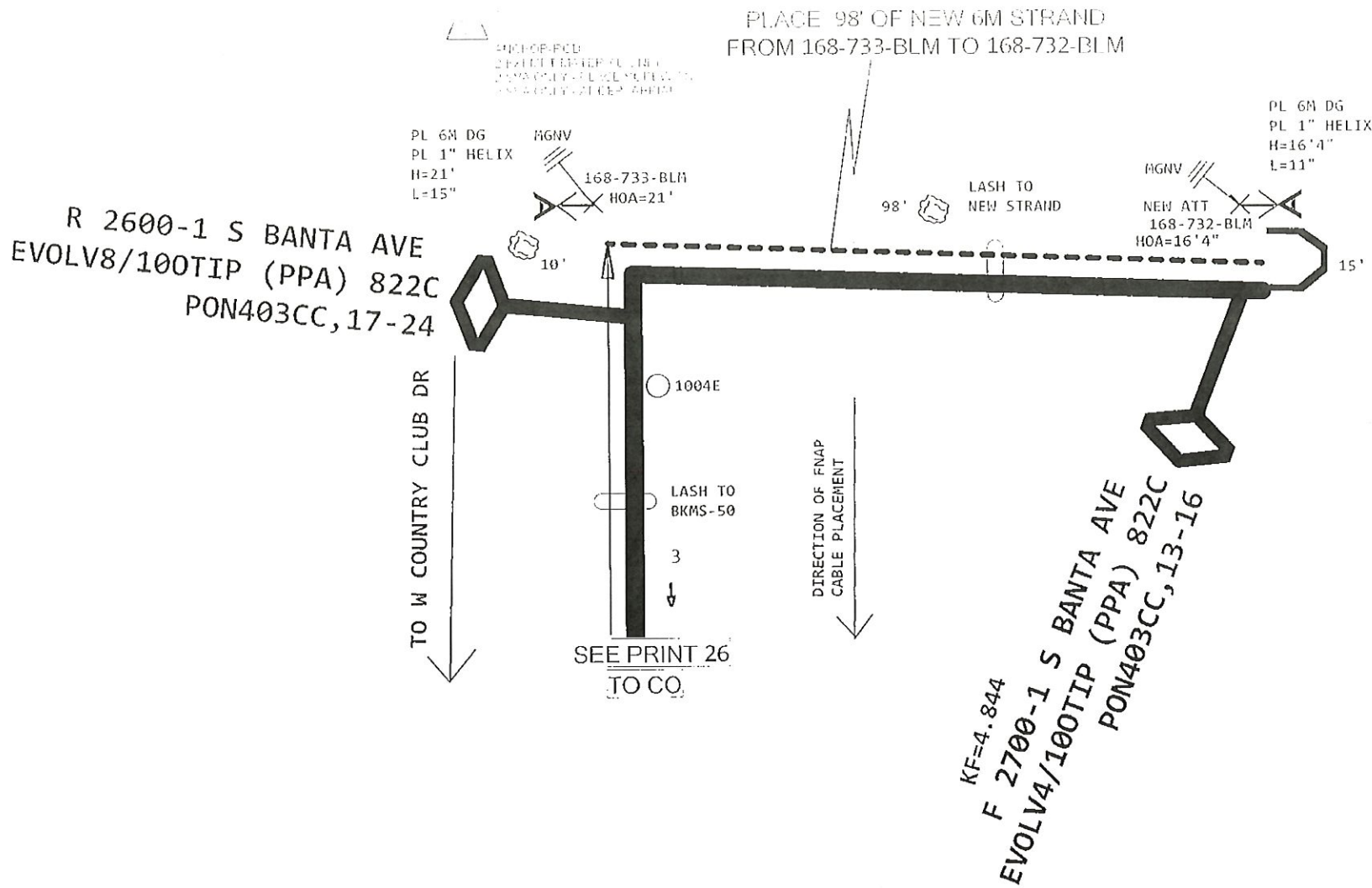
ENGR. ID: ZD235D

PERMIT REQ'D. Y

PHONE #:

PRINT 26 OF 29

THIS PROJECT REQUIRES ATTACHMENT
TO POWER COMPAN POLES.DO NOT
PROCEED WITH PLACING UNTIL SPANS
REQUEST IS SUBMITTED AND APPROVED



3(PPA) 822C 90'
FNAP-CBL-048
PON403CC, 13-60

TRUCK PARKED FOR
AERIAL EASEMENT
WORK

S BANTA AVE

1C
3
1 MW CWA ONLY INSPECTOR

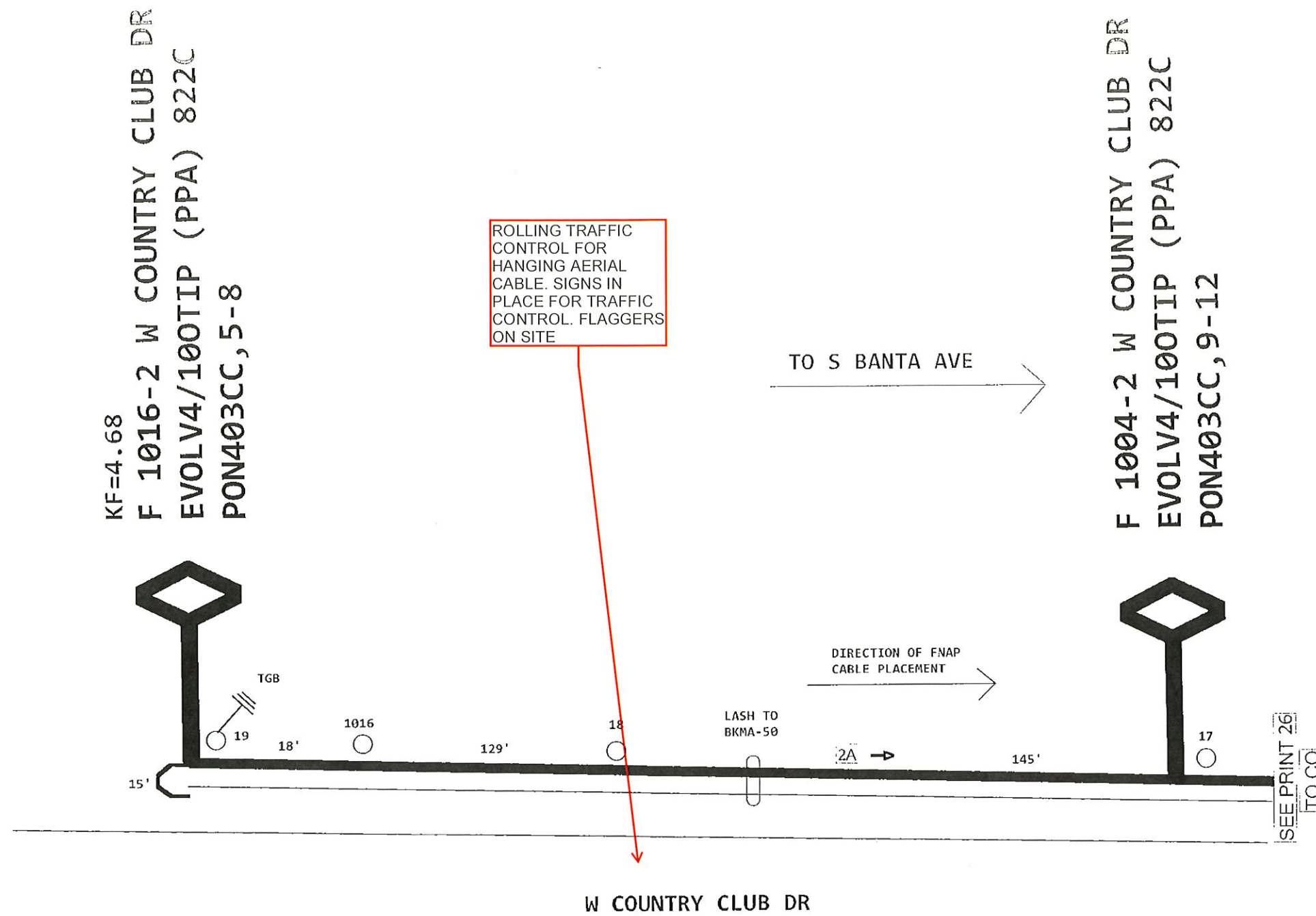
Contractor Name: UNDC

POWER BETWEEN
301V AND 15KV

THIS PROJECT REQUIRES
COORDINATION WITH
UT:

PROJECT # A029G86		DATE SVC REQ'D 07/01/2022	
NPANNX 812332	GEO LOC N33171	CLLI bltnin01	
PRIMARY ENGR.: DECKARD, ZACHARY A			
ENGR. ID: ZD235D		PERMIT REQ'D. Y	
PHONE #.		PRINT 27 OF 29	

4



2A (PPA) 822C 0'
FNAP-CBL-144
B, 1-12
PON403CC, 1-132

Contractor Name: UNDC

POWER BETWEEN
301V AND 15KV

THIS PROJECT REQUIRES
COORDINATION WITH
UT:

PROJECT #	A029G86		DATE SVC REQ'D	07/01/2022
NPANNX	GEO LOC	CLLI		
812332	N33171	bltnin01		
PRIMARY ENGR.: DECKARD, ZACHARY A				
ENGR. ID: ZD235D		PERMIT REQ'D: Y		
PHONE #:		PRINT 28 OF 29		

4

W RALSTON DR

AGNV

162-734-BLM
20' RISER

BORE TRUCK
PARKED FOR
BORING. SIGNS IN
PLACE FOR TRAFFIC
CONTROL. FLAGGERS
AVAILABLE IF
NEEDED

S BANTA AVE

2604

18'

16'

2605

99

162-810-BLM

49

2610

2607

CONSTRUCTION NOTE
PLACE HH AT BASE OF POLE
& UTILIZE POLE FOR DROPS

99 210' INNERDUCT1-2" (PPA) 4C

49 F2605

HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5

4C

HH-13X19X12
1 EXEMPT MATERIAL ONLY
1.5X ONLY - PLACE REFLECTOR

4C

1 MW CWA ONLY INSPECTOR

Contractor Name: UNDC

POWER BETWEEN
301V AND 15KV

THIS PROJECT REQUIRES
COORDINATION WITH
UT:

PROJECT #
A029G86

DATE SVC REQ'D
07/01/2022

NPANNX
812332

GEO LOC
N33171

CLL1
bltnin01

PRIMARY ENGR.: DECKARD, ZACHARY A

ENGR. ID: ZD235D

PERMIT REQ'D. Y

PHONE #:

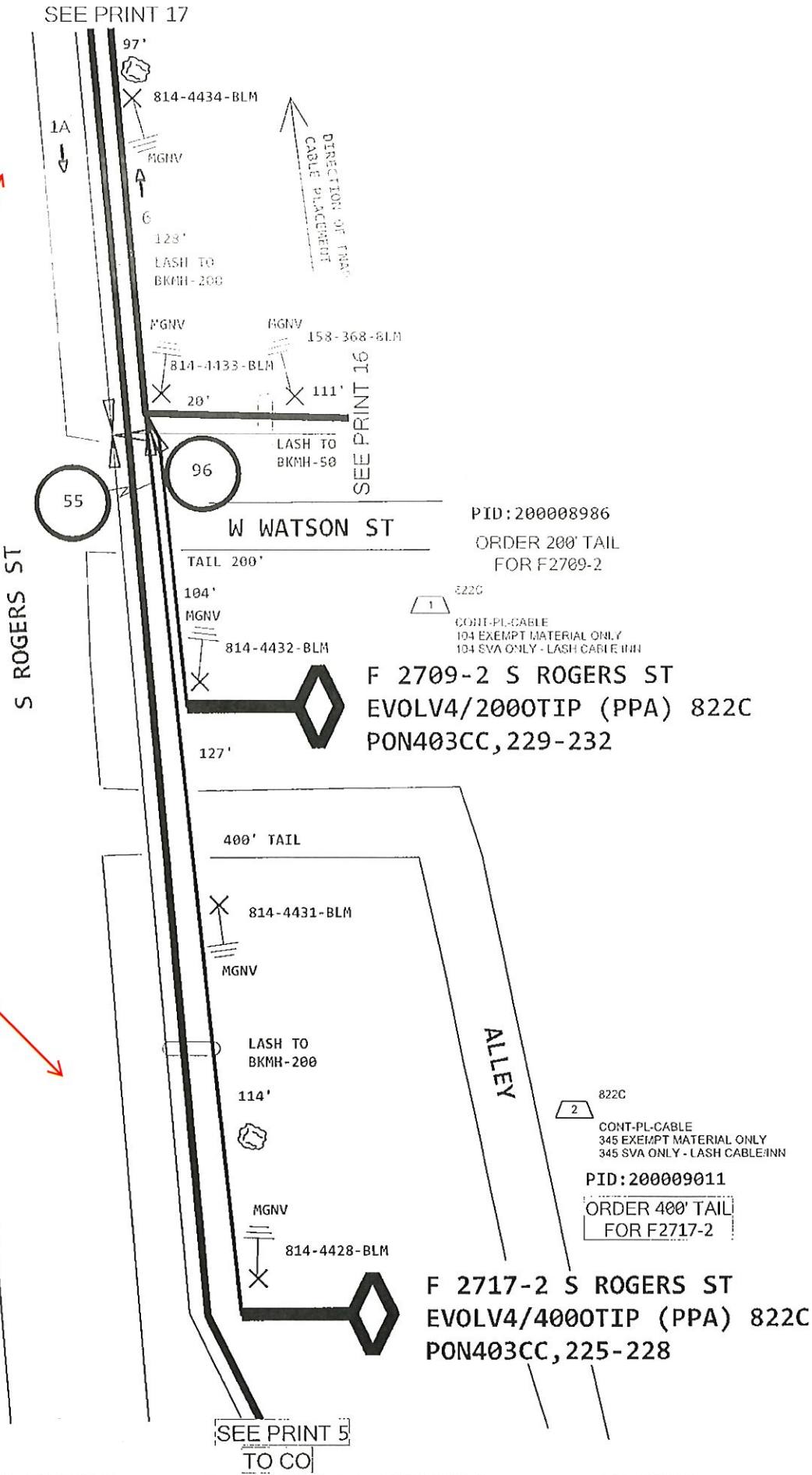
PRINT 29 OF 29

THIS PROJECT REQUIRES ATTACHMENT
TO POWER COMPANY POLES. DO NOT
PROCEED WITH PLACING UNTIL SPANS
REQUEST IS SUBMITTED AND APPROVED

1A (PPA) 822C 0'
5B92MR-288
PON403CC, 1-240
A, 241-288

6 (PPA) 822C 0'
FNAP-CBL-048
C, 1-12
PON403CC, 205-240

ROLLING TRAFFIC
CONTROL FOR
HANGING AERIAL
CABLE. SIGNS IN
PLACE FOR TRAFFIC
CONTROL. FLAGGERS
ON SITE



822C
1 MW CWA ONLY INSPECTOR

Contractor Name: UNDC

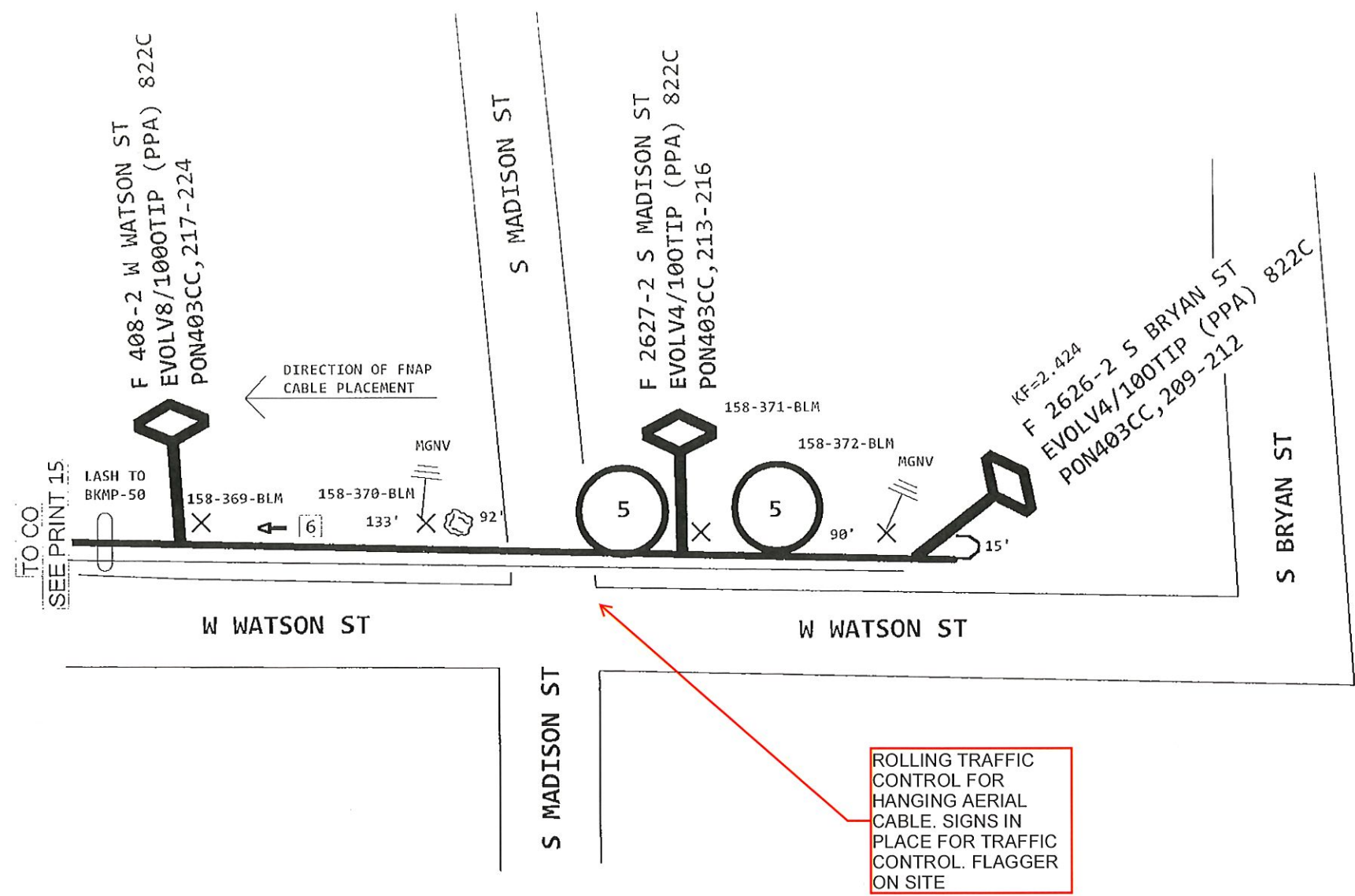
POWER BETWEEN
301V AND 15KV

THIS PROJECT REQUIRES
COORDINATION WITH
UT:

PROJECT # A029G86		DATE SVC REQ'D 07/01/2022	
NPANNX 812332	GEO LOC N33171	CLLI bltnin01	
PRIMARY ENGR.: DECKARD, ZACHARY A			
ENGR. ID: ZD235D		PERMIT REQ'D. Y	
PHONE #:		PRINT 15 OF 29	

THIS PROJECT REQUIRES ATTACHMENT
TO POWER COMPANY POLES. DO NOT
PROCEED WITH PLACING UNTIL SPANS
REQUEST IS SUBMITTED AND APPROVED

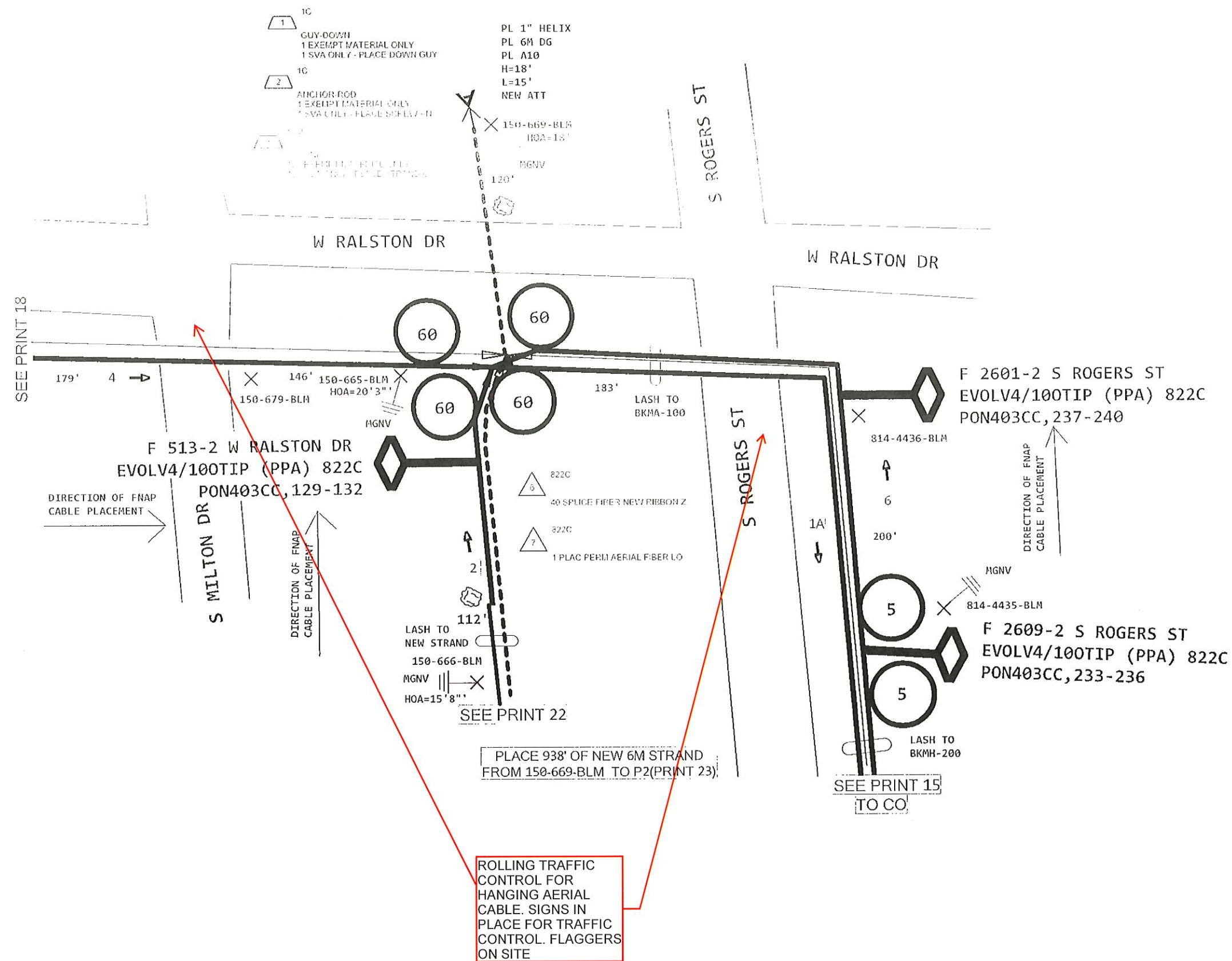
(PPA) 822C 0'
FNAP-CBL-048
C, 1-12
PON403CC, 205-240



Contractor Name: UNDC
POWER BETWEEN
301V AND 15KV
THIS PROJECT REQUIRES
COORDINATION WITH
UT:

PROJECT # A029G86		DATE SVC REQ'D 07/01/2022
NPANNX 812332	GEO LOC N33171	CLLI bltnin01
PRIMARY ENGR.: DECKARD, ZACHARY A		
ENGR. ID: ZD235D	PERMIT REQ'D. Y	
PHONE #:	PRINT 16 OF 29	

THIS PROJECT REQUIRES ATTACHMENT
TO POWER COMPANY POLES. DO NOT
PROCEED WITH PLACING UNTIL SPANS
REQUEST IS SUBMITTED AND APPROVED.



1A (PPA) 822C 0'
5B92MR-288
PON403CC, 1-240
A, 241-288

6 (PPA) 822C 1149'
FNAP-CBL-048
C, 1-12
PON403CC, 205-240

4
2
(PPA) 822C 2973'
FNAP-CBL-144
B, 1-12
PON403CC, 1-132

1C
1 MW CWA ONLY INSPECTOR
822C
1 MW CWA ONLY INSPECTOR

Contractor Name: UNDC

POWER BETWEEN
301V AND 15KV

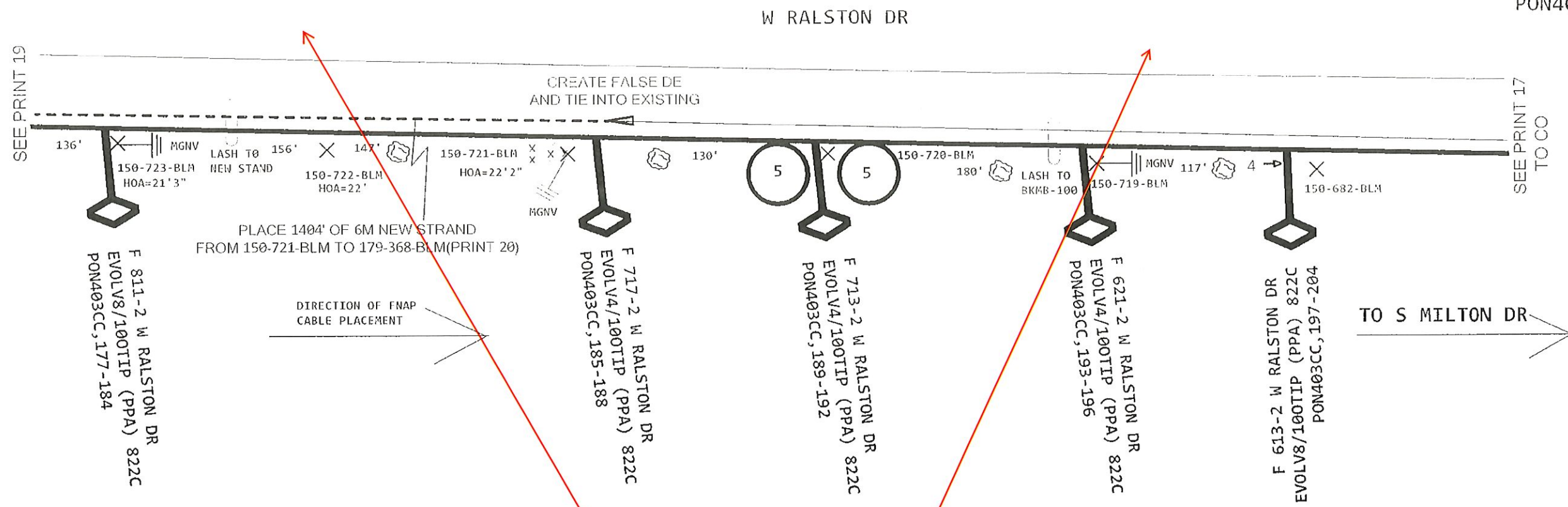
THIS PROJECT REQUIRES
COORDINATION WITH
UT:

PROJECT # A029G86		DATE SVC REQ'D 07/01/2022	
NPANNX 812332	GEO LOC N33171	CLLI bltnin01	
PRIMARY ENGR: DECKARD, ZACHARY A			
ENGR. ID: ZD235D		PERMIT REQ'D	Y
PHONE #:		PRINT 17 OF 29	

THIS PROJECT REQUIRES ATTACHMENT
TO POWER COMPANY POLES. DO NOT
PROCEED WITH PLACING UNTIL SPANS
REQUEST IS SUBMITTED AND APPROVED.

4

(PPA) 822C 0'
FNAP-CBL-072
PON403CC, 133-204



ROLLING TRAFFIC
CONTROL FOR
HANGING AERIAL
CABLE. SIGNS IN
OLACE FOR TRAFFIC
CONTROL. FLAGGERS
ON SITE.

1X
3
1 MW CWA ONLY INSPECTOR

Contractor Name: UNDC

POWER BETWEEN
301V AND 15KV

THIS PROJECT REQUIRES
COORDINATION WITH
UT:

PROJECT # A029G86		DATE SVC REQ'D 07/01/2022	
NPANNX 812332	GEO LOC N33171	CLLI bltnin01	
PRIMARY ENGR.: DECKARD, ZACHARY A			
ENGR. ID: ZD235D		PERMIT REQ'D. Y	
PHONE #:		PRINT 18 OF 29	

THIS PROJECT REQUIRES ATTACHMENT
TO POWER COMPANY POLES. DO NOT
PROCEED WITH PLACING UNTIL SPANS
REQUEST IS SUBMITTED AND APPROVED.

CONDUIT SHOWN
ON PRINT 29

PLACE 1404' OF 6M NEW STRAND
FROM 150-721-BLM (PRINT 18) TO 179-368-BLM (PRINT 20)

15' LOOP FOR
TRIPLE TETHER

W RALSTON DR

SEE PRINT 20

SEE PRINT 18
TO GO

S BANTA AVE

DIRECTION OF FMAP
CABLE PLACEMENT

PID#200008966
ORDER 300' TAIL
FOR F2605-1

85C
1 CONT-PL-CABLE
210 EXEMPT MATERIAL ONLY
210 SVA ONLY - PLACE ITEM IN

822C
3 1 PLACE AND CLEAT RISER CAB

F 2605-1 S BANTA AVE
EVOLV4/3000TIP (PPA) 85C
PON403CC, 157-160

49 F 2605
HH-13X19X12(PPA) 4C
1 X 1.5 X 1 = 1.5

BORE TRUCK
PARKED FOR BORE.
SIGNS IN PLACE FOR
TRAFFIC CONTROL.
FLAGGERS
AVAILABLE IF
NEEDED

ROLLING TRAFFIC
CONTROL FOR
HANGING AERIAL
CABLE. SIGNS IN
PLACE FOR TRAFFIC
CONTROL. FLAGGERS
ON SITE

PRINT 2
4 (PPA) 822C 0'
FNAP-CBL-072
PON403CC, 133-204

PRINT 3
5 (PPA) 822C 1190'
FNAP-CBL-048
A, 1-12
PON403CC, 133-168

85C
2 1 MW CWA ONLY INSPECTOR

Contractor Name: UNDC

POWER BETWEEN
301V AND 15KV

THIS PROJECT REQUIRES
COORDINATION WITH
UT:

PROJECT #
A029G86

DATE SVC REQ'D
07/01/2022

NPANNX
812332

GEO LOC
N33171

CLLI
bltnin01

PRIMARY ENGR.: DECKARD, ZACHARY A

ENGR. ID: ZD235D

PERMIT REQ'D. Y

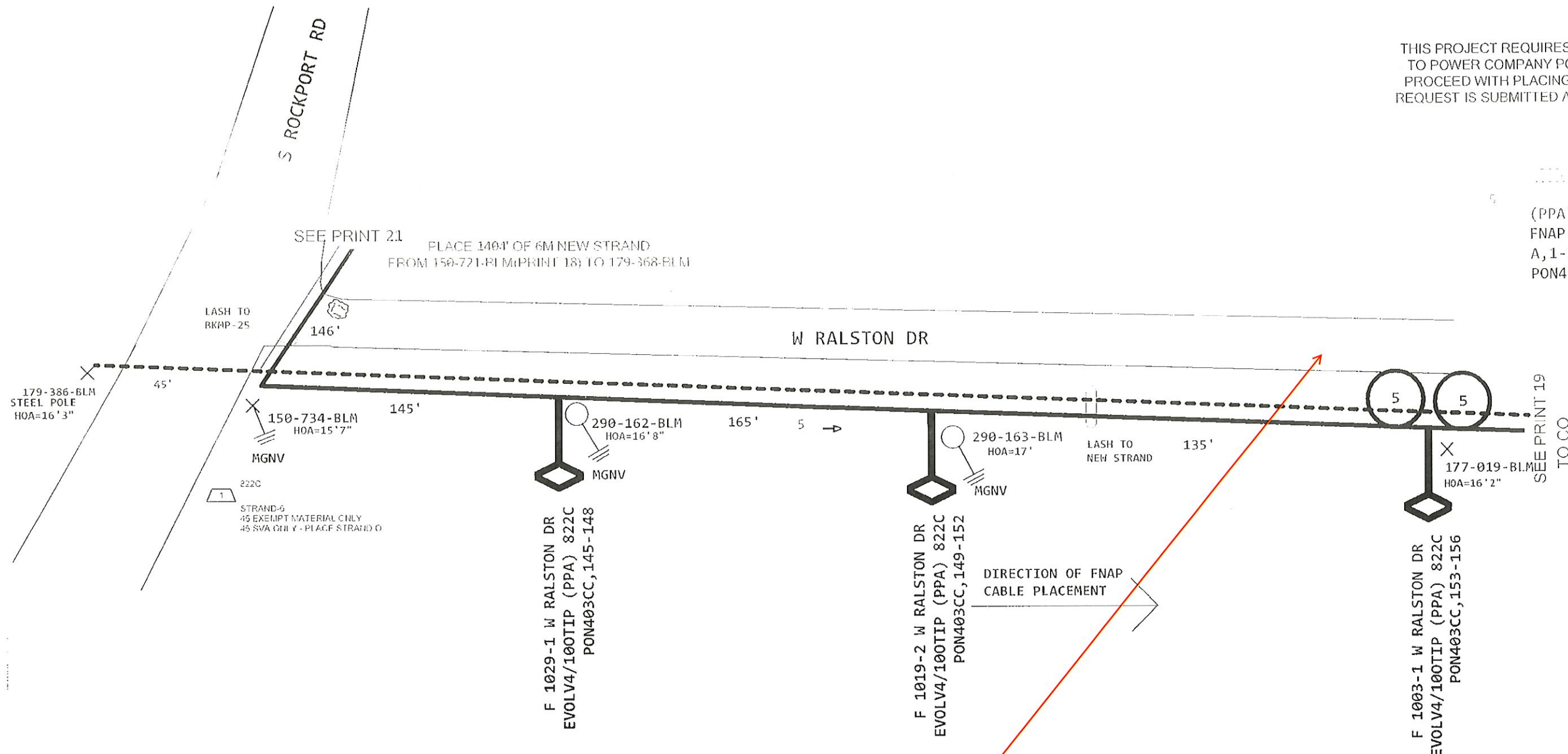
PHONE #:

PRINT 19 OF 29

THIS PROJECT REQUIRES ATTACHMENT
TO POWER COMPANY POLES. DO NOT
PROCEED WITH PLACING UNTIL SPANS
REQUEST IS SUBMITTED AND APPROVED.

4

(PPA) 822C 1100
FNAP-CBL-048
A, 1-12
PON403CC, 133-168



ROLLING TRAFFIC
CONTROL FOR
HANGING AERIAL
CABLE. SIGNS IN
PLACE FOR TRAFFIC
CONTROL. FLAGGERS
ON SITE

Contractor Name: UNDC

POWER BETWEEN
301V AND 15KV

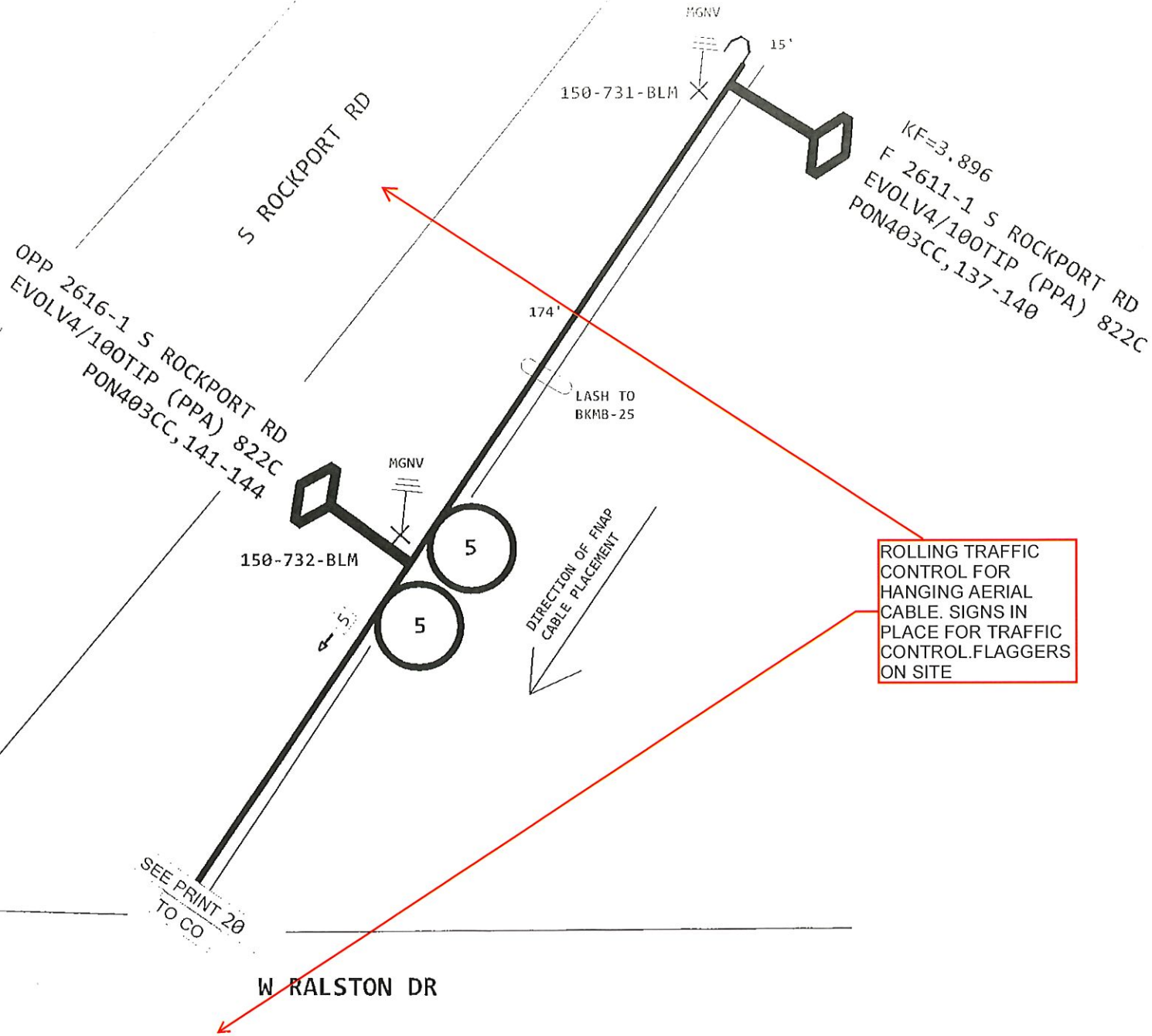
THIS PROJECT REQUIRES
COORDINATION WITH
UT:

PROJECT # A029G86		DATE SVC REQ'D 07/01/2022
NPANNX 812332	GEO LOC N33171	CLLI bltnin01
PRIMARY ENGR: DECKARD, ZACHARY A		
ENGR. ID: ZD235D		PERMIT REQ'D. Y
PHONE #:		PRINT 20 OF 29

THIS PROJECT REQUIRES ATTACHMENT
TO POWER COMPANY POLES. DO NOT
PROCEED WITH PLACING UNTIL SPANS
REQUEST IS SUBMITTED AND APPROVED

4

5 (PPA) 822C 0'
FNAP-CBL-048
A,1-12
PON403CC,133-168



Contractor Name: UNDC

POWER BETWEEN
301V AND 15KV

THIS PROJECT REQUIRES
COORDINATION WITH
UT:

PROJECT # A029G86		DATE SVC REQ'D 07/01/2022
NPANNX 812332	GEO LOC N33171	CLLI bltnin01
PRIMARY ENGR: DECKARD, ZACHARY A		
ENGR. ID: ZD235D		PERMIT REQ'D. Y
PHONE #:		PRINT 21 OF 29



CITY OF BLOOMINGTON

RIGHT-OF-WAY USE PERMIT APPLICATION

☐ ROW EXCAVATION ☐ ROW USE
ADDRESS OF ROW ACTIVITY: _____

RECEIVED
6/3/22

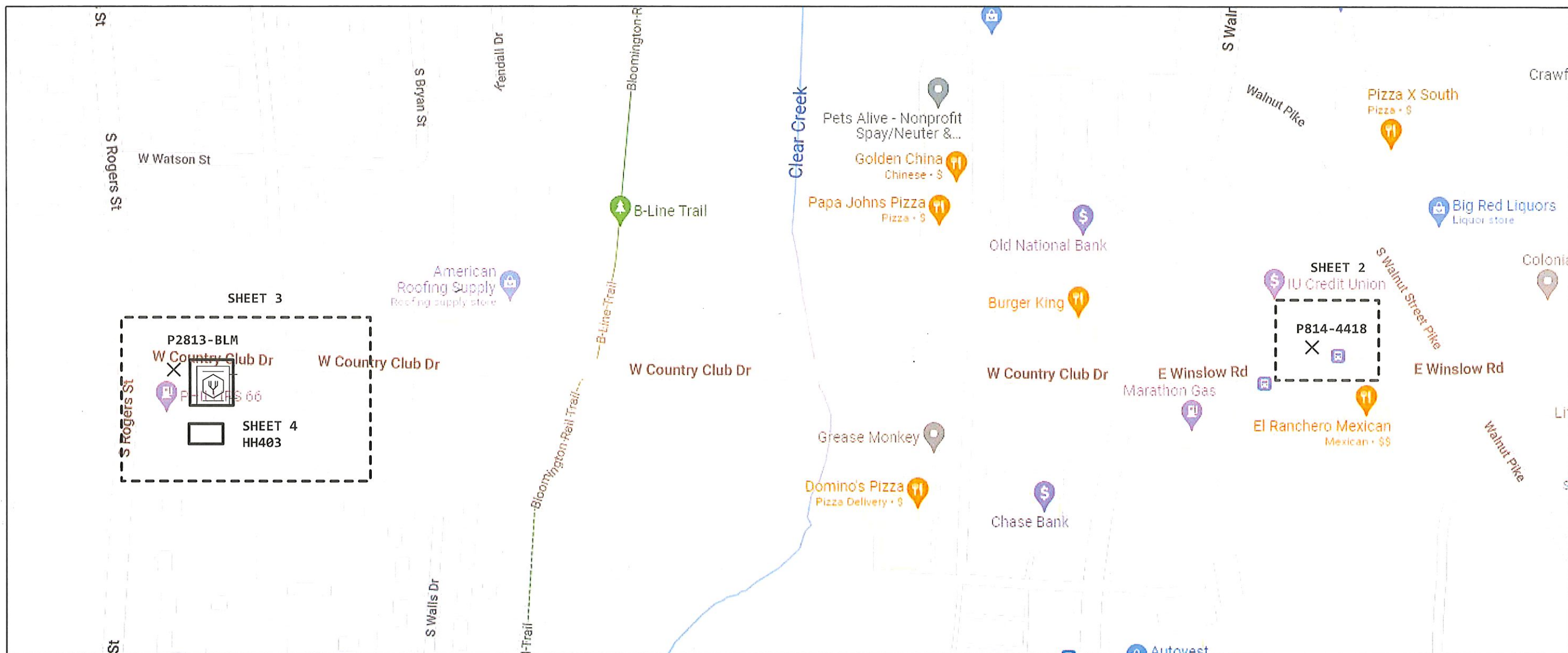
401 N. Morton Street, Suite 130
P.O. Box 100
Bloomington, IN 47402
Phone: (812) 349-3913
Fax: (812) 349-3520
Email: engineering@bloomington.in.gov

A. APPLICANT/AGENT INFORMATION: APPLICANT NAME: <u>LINEAL CONTRACTING INC.</u> E-MAIL: <u>bbusick@linealcontracting.com</u> COMPANY: <u>LINEAL CONTRACTING INC.</u> ADDRESS: <u>2922 MITCHELL ROAD</u> CITY, STATE, ZIP: <u>BEDFORD IN. 47421</u> 24-HR EMERGENCY CONTACT NAME: <u>BRIAN BUSICK</u> 24-HR CONTACT PHONE #: <u>812 - 521 - 3474</u> INSURANCE #*: <u>5000142821</u> COMPANY: <u>THOMBURG</u> BOND #*: <u>69390442</u> COMPANY: <u>WESTERN SURETY</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 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 (LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: _____	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>
B. WORK DESCRIPTION: <input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): <u>AERIAL AND UNDERGROUND PLACEMENT</u> <small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small>	F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT? PROJECT NAME: <u>COUNTRY CLUB DRIVE</u> PROJECT #: <u>A029ADZ</u> PROJECT MGR.: <u>ZACHARY A. DECKARD</u> PROJECT MGR. #: <u>812 - 334 - 4585</u> <small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY</small>
C. RIGHT OF WAY TO BE USED/CLOSED: STREET NAME 1: <u>403 COUNTRY CLUB DR.</u> 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE <input type="checkbox"/> 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*: <u>10</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: <u>2</u> <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: <u>70'</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: _____
STREET NAME 2: _____ 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE <input type="checkbox"/> 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 2 HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small>	<div style="border: 1px solid black; padding: 5px;">  <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>
STANDARD CLOSURE HOURS MON-FRI*: <u>9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM</u> 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: <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>BRIAN BUSICK</u> SIGNATURE: <u>Brian Busick</u> DATE: <u>6/2/2022</u>

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ ☐ BPW ☐ City Engineer ☐ Director Date: _____

Staff Representative: _____ Phone #: _____ Date: _____



CONSTRUCTION NOTES

- 1 Think Safety - Work Safely
- 2 Coordinator: ANDREW MULLIS
- 3 KV - 301 TO 15KV
- 4 Bury/Bore at minimum 24"
- 5 SEAL ALL CONDUITS
- 6 PERMIT REQUIRED

LEGEND

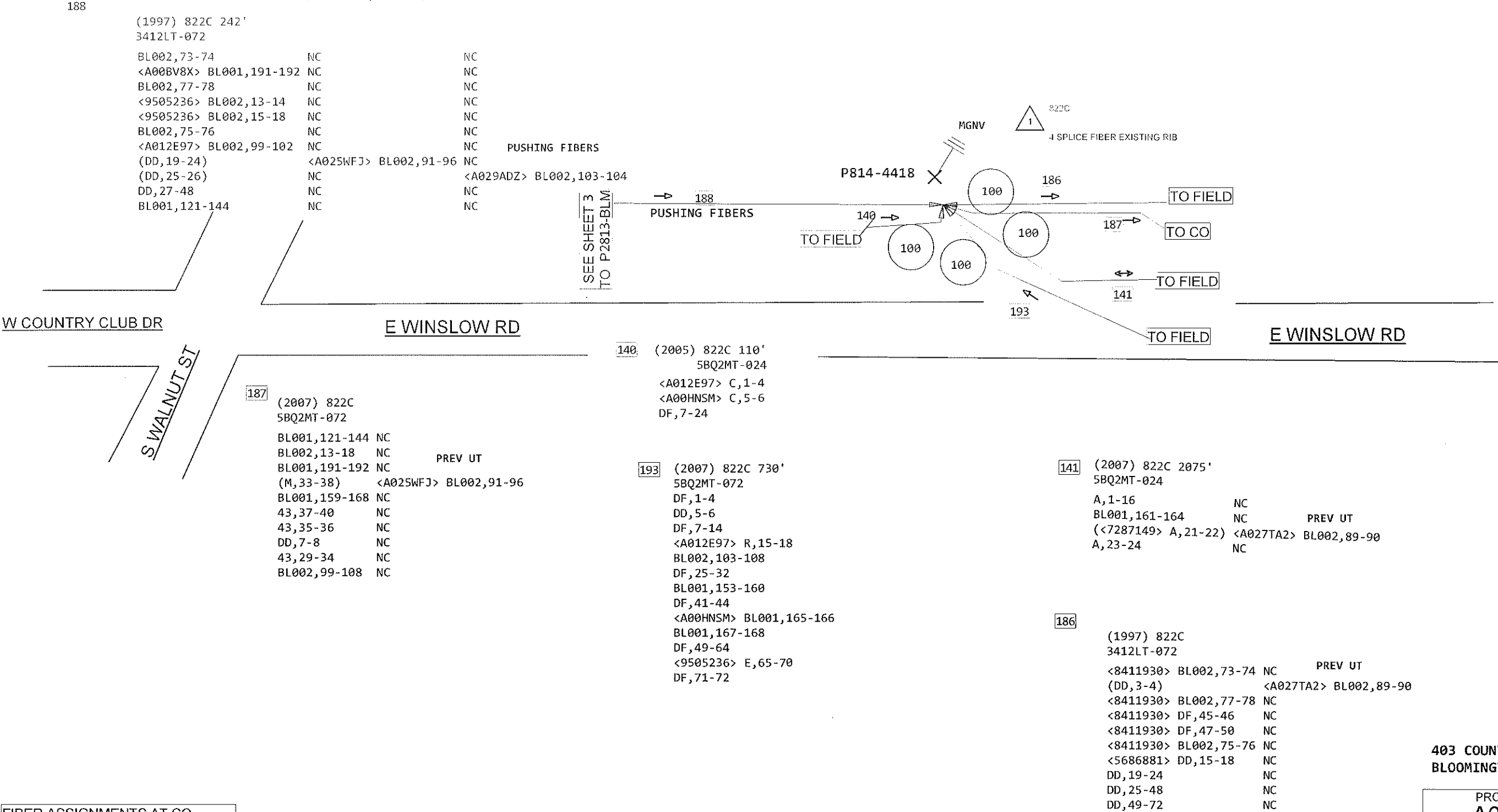
- PRINT 1 - LOCATION MAP
PRINT 2 - AERIAL PRINT
PRINT 3 - AERIAL - BURIED / PFP PRINT
PRINT 4 - HH403 DETAIL
PRINT 5 - PERMIT PRINT

403 COUNTRY CLUB DR - XB-PFP
BLOOMINGTON - PERRY TWP- TD6115

PROJECT # A029ADZ		DATE SVC REQ'D 09/30/2022
NPANNX 812332	GEO LOC N33171	CLLI bltnin01
PRIMARY ENGR.: DECKARD, ZACHARY A		
ENGR. ID: ZD235D		PERMIT REQ'D. N
PHONE #: 9999999999		PRINT 1 OF 5

Contractor Name: UNDC

CONSTRUCTION NOTES
1 Think Safety - Work Safely
2 Coordinator: ANDREW MULLIS
3 KV - 301 TO 15KV
4 Bury/Bore at minimum 24"
5 SEAL ALL CONDUITS
6 PERMIT REQUIRED



PLACE 864 RETROFIT PFP INSIDE 403 COUNTY CLUB DR XBOX
PLACE NEW 4"-PVC FROM HH TO XBOX
PLACE NEW 4"-PVC FROM HH TO P814-4426-BLM

845C
7
4 SPLICE FIBER EXISTING RIB
85C
5
1 PLACE AND CLEAT RISER CAB

4C
13
1 MW CWA ONLY INSPECTOR

85C
12
1 MW CWA ONLY INSPECTOR

85C
1
ATT. 200002651
BJFNA864-100ST
1 MATERIAL ONLY
1 SVA ONLY - PLACE PEDESTAL

207
BLTNIN01PFP
F 403-4 COUNTRY CLUB DR XB
BJFNA864-100ST (PPA) 85C
IN SPT3188PA,1-64
OUT PON403CC,1-864

206
PYTPINJ0023
F 403-4 COUNTRY CLUB DR XB
SPLAPC1X64CMD (PPA) 85C
IN BL002,103-103
1X64 SPT3188PA,1-64

85C
2
CONT-PL-CABLE
100 EXEMPT MATERIAL ONLY
100 SVA ONLY - PLACE ITEM IN

209
(PPA) 85C 100'
INV
PFP STUB CA
PON403CC,433-864

204
(PPA) 85C 0'
INV
PONS STUB CA
BL002,103-104
A,3-72

205
(PPA) 85C 0'
INV
PONS STUB CA
A,73-144

203
5' 4"-PVC (PPA) 4C

4C
5
4"-PVC
5 EXEMPT MATERIAL ONLY
5 SVA ONLY - HAND DIG AND P

202
70' 4"-PVC (PPA) 4C

4C
4
4"-PVC
70 EXEMPT MATERIAL ONLY
70 SVA ONLY - BORE ? INCLUDE

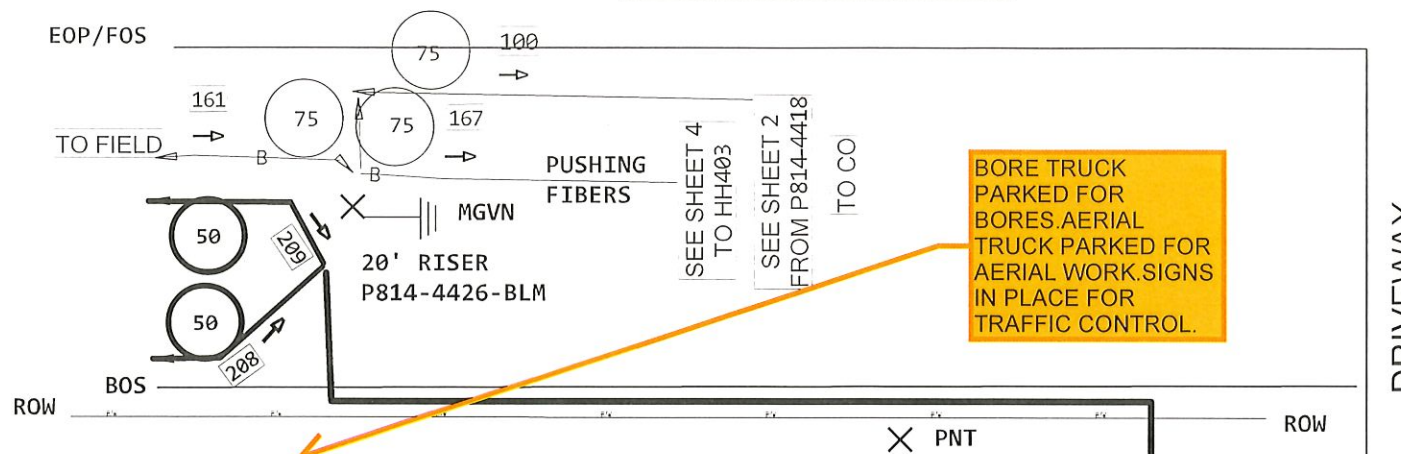
85C
11
3 TERMINATE
ORDER AND PLACE
(1) 1X64 SPLITTER
ATT.200004838

85C
8
SPLAPC1X64CMD
1 PLACE MATERIAL ONLY PER E
1 NO LABOR ASSOCIATED WITH

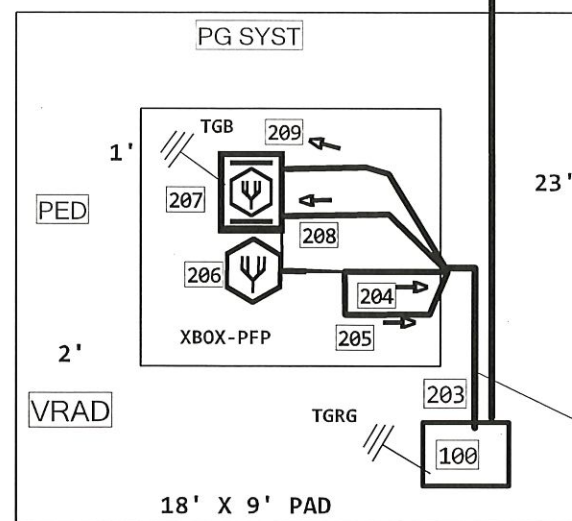
85C
10
@ PFP/SPT TO CO
64 TESTING FIBER FACILITIES

85C
9
@ CO TO PFP/SPT
64 TESTING FIBER FACILITIES

ROW
EOP/FOS
W COUNTRY CLUB DR
ROW



BORE TRUCK
PARKED FOR
BORES.AERIAL
TRUCK PARKED FOR
AERIAL WORK.SIGNS
IN PLACE FOR
TRAFFIC CONTROL.



167 (2008) 845C 240'
5BQ2MT-024
BL001,121-122 NC
<A00EC82> D,3-4 NC
C,5-12 NC
(C,13-14) <A029ADZ> BL002,103-104
C,15-24 NC
PUSHING FIBERS

100 (2008) 822C 1047'
5BQ2MT-072
BL002,73-74 NC
DD,3-4 NC
BL002,77-78 NC
BL002,13-14 NC
BL002,15-18 NC
BL002,75-76 NC
<A012E97> BL002,99-102 NC
(DD,19-24) <A025WFJ> BL002,91-96 NC
(DD,25-26) NC
DD,27-48 NC
BL001,121-132 NC
J,58-59 NC
BL001,135-144 NC
PREV UT
<A029ADZ> BL002,103-104

161 (2008) 845C 420'
5BQ2MT-072
BL002,73-74 NC
DD,3-4 NC
BL002,77-78 NC
BL002,13-14 NC
BL002,15-18 NC
BL002,75-76 NC
<A012E97> BL002,99-102 NC
(D,19-24) <A025WFJ> BL002,91-96
D,25-48 NC
D,49-50 NC
BL001,123-124 NC
BL001,125-132 NC
J,58-59 NC
BL001,135-144 NC
PREV UT

403 COUNTRY CLUB DR - XB-PFP
BLOOMINGTON - PERRY TWP- TD6115

PROJECT # A029ADZ		DATE SVC REQ'D 09/30/2022	
NPANNX 812332	GEO LOC N33171	CLLI bltnin01	
PRIMARY ENGR.: DECKARD, ZACHARY A			
ENGR. ID: ZD235D		PERMIT REQ'D.	N
PHONE #: 9999999999		PRINT 3 OF 5	

Contractor Name: UNDC

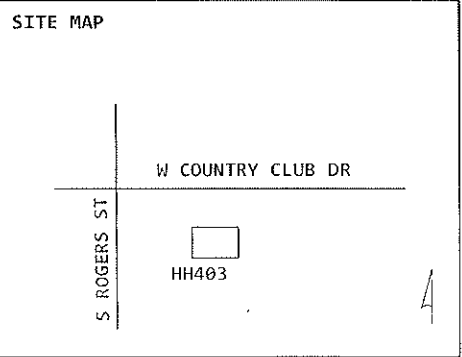
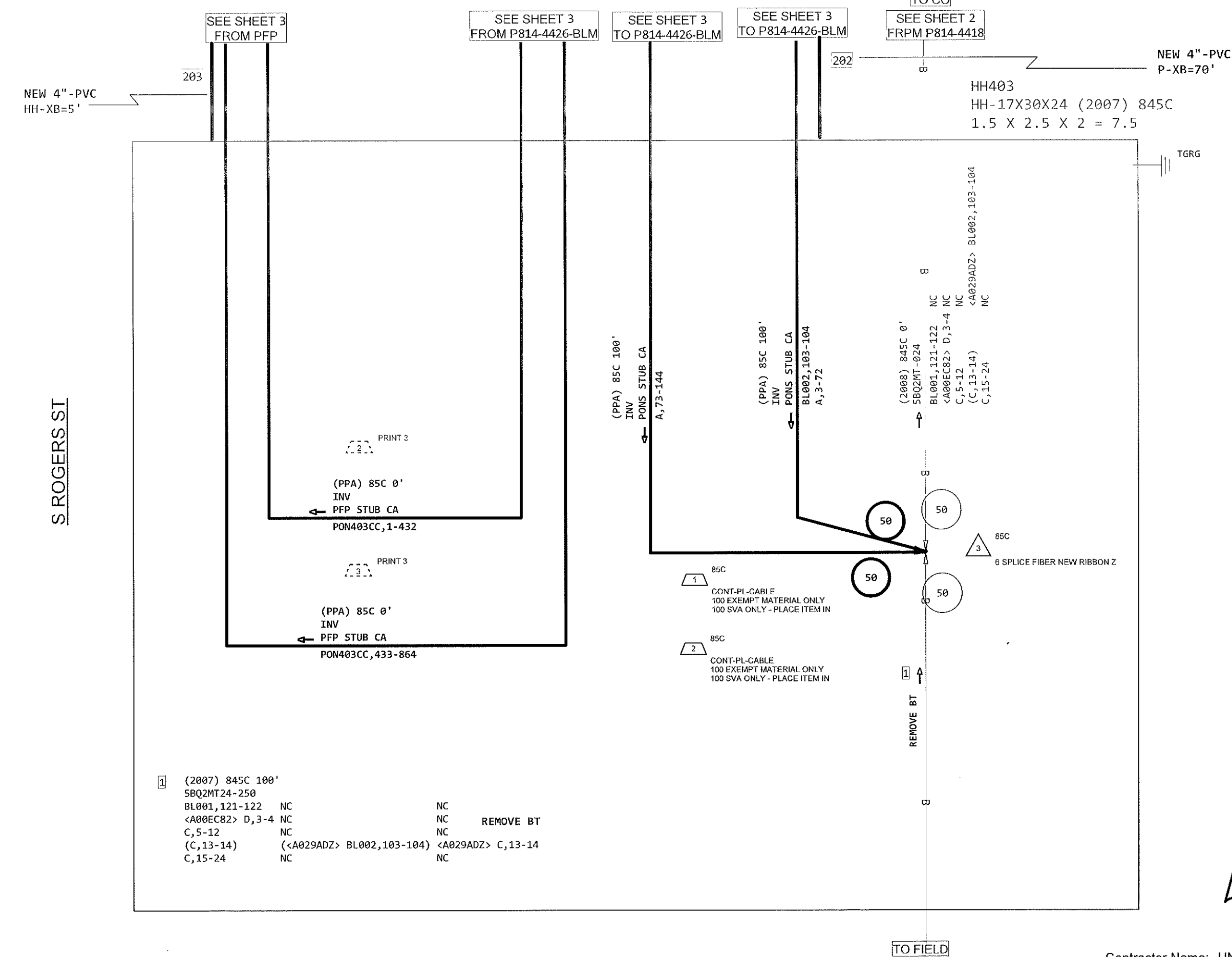
PFP TO CO @ 1310 NM = 24.3 DB
CO TO PFP @ 1550 NM = 23.7 DB

100 HH403
HH-17X30X24 (2007) 845C
1.5 X 2.5 X 2 = 7.5

SEE SHEET 4
FOR HH403 DETAIL

CONSTRUCTION NOTES
1 Think Safety - Work Safely
2 Coordinator: ANDREW MULLIS
3 KV - 301 TO 15KV
4 Bury/Bore at minimum 24"
5 SEAL ALL CONDUITS
6 PERMIT REQUIRED

W COUNTRY CLUB DR



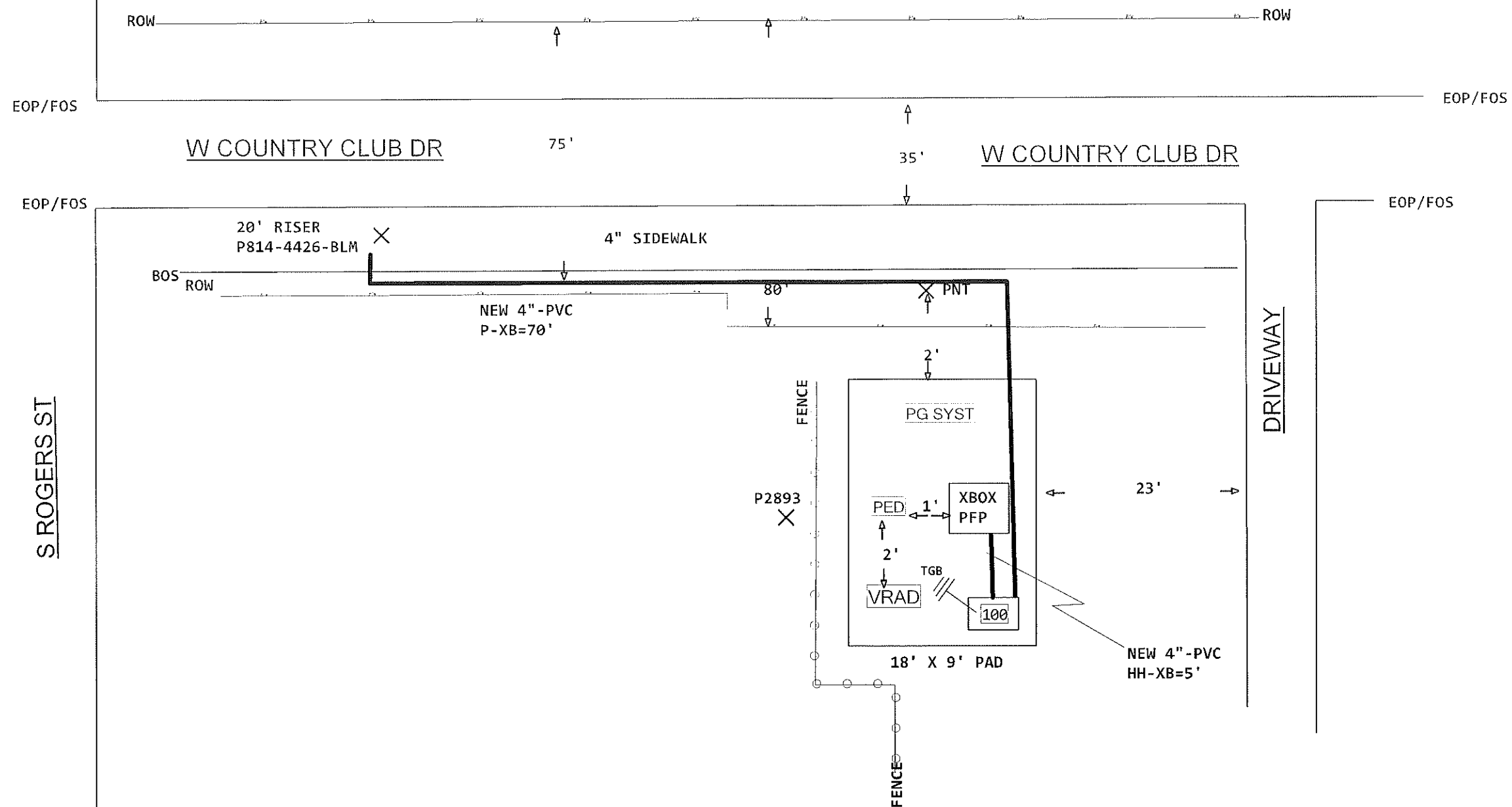
- CONSTRUCTION NOTES
- 1 Think Safety - Work Safely
 - 2 Coordinator: ANDREW MULLIS
 - 3 KV - 301 TO 15KV
 - 4 Bury/Bore at minimum 24"
 - 5 SEAL ALL CONDUITS
 - 6 PERMIT REQUIRED

85C
1 IJW CWA ONLY INSPECTOR

- PRINT 3
5' 4"-PVC (PPA) 4C
- PRINT 3
70' 4"-PVC (PPA) 4C

403 COUNTRY CLUB DR - XB-PFP
BLOOMINGTON - PERRY TWP- TD6115

PROJECT # A029ADZ		DATE SVC REQ'D 09/30/2022	
NPANNX 812332	GEO LOC N33171	CLLI bltnin01	
PRIMARY ENGR.: DECKARD, ZACHARY A			
ENGR. ID: ZD235D		PERMIT REQ'D.	N
PHONE #: 9999999999		PRINT 4 OF 5	



403 COUNTRY CLUB DR - XB-PFP
BLOOMINGTON - PERRY TWP- TD6115

PROJECT # A029ADZ		DATE SVC REQ'D 09/30/2022	
NPANNX 812332	GEO LOC N33171	CLLI bltnin01	
PRIMARY ENGR.: DECKARD, ZACHARY A			
ENGR. ID: ZD235D		PERMIT REQ'D.	N
PHONE #: 9999999999		PRINT 5 OF 5	

Contractor Name: UNDC



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>Brian Busick</u> E-MAIL: <u>bbusick@linealcontracting.com</u> COMPANY: <u>Lineal Contracting Inc.</u> ADDRESS: <u>2922 Mitchell Road</u> CITY, STATE, ZIP: <u>Bedford In. 47421</u> 24-HR EMERGENCY CONTACT NAME: <u>Brian Busick</u> 24-HR CONTACT PHONE #: <u>812 - 521 - 3474</u> INSURANCE #*: <u>5000142821</u> COMPANY: <u>Thomburg</u> BOND #*: <u>69390442</u> COMPANY: <u>Western Surety</u> *INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED	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 checked="" type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER *PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet
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>Install underground fiber</u> *EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND	F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT? PROJECT NAME: <u>S. Strands Dr.</u> PROJECT #: <u>A0280AM</u> PROJECT MGR.: <u>Andrew Mullis</u> PROJECT MGR. #: <u>812 - 334 - 4521</u> *CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY
C. RIGHT OF WAY TO BE USED/CLOSED: STREET NAME 1: <u>S. STRANDS Dr.</u> 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE <input type="checkbox"/> 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>90</u> When permit is issued STREET NAME 2: _____ 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE <input type="checkbox"/> 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*: _____ *SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24 HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW	G. EXCAVATIONS: SQ FT OF PAVEMENT* EXCAVATIONS: _____ *PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS SQ FT OF NON-PAVEMENT* EXCAVATIONS: _____ *DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE LINEAL FT OF BORE*: <u>20,000feet</u> *BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS # OF POLE INSTALLATIONS/REMOVAL: _____ SQ FT OF SIDEWALK RECONSTRUCTION*: _____ *CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____ *CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE # RESIDENTIAL DRIVEWAY INSTALLATION: _____
STANDARD CLOSURE HOURS MON-FRI*: <u>9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM</u> STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/> REQUESTED CLOSURE HOURS: _____ AM - _____ PM *non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.0.40 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)	<div data-bbox="852 1335 1047 1419"> <p>Know what's below. Call before you dig.</p> </div> <div data-bbox="1063 1314 1421 1419"> <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> 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>Brian Busick</u> SIGNATURE: <u>Brian Busick</u> DATE: <u>5/12/2022</u>

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ ☐ BPW ☐ City Engineer ☐ Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____

CABLE SHOWN
ON PRINT 29

PRINT 57

TO CO
SEE PRINT 57

91 364' INNERDUCT1-2" (PPA) 4C

4C
1 INNERDUCT1-2"
150 EXEMPT MATERIAL ONLY
150 BURY, ANY METHOD, ANY DEP DURALINE

99 150' INNERDUCT1-2" (PPA) 4C

4C
2 INNERDUCT1-2"
270 EXEMPT MATERIAL ONLY
270 BURY, ANY METHOD, ANY DEP

98 270' INNERDUCT1-2" (PPA) 4C

4C
3 INNERDUCT1-2"
270 EXEMPT MATERIAL ONLY
270 BURY, ANY METHOD, ANY DEP

97 270' INNERDUCT1-2" (PPA) 4C

4C
4 INNERDUCT1-2"
125 EXEMPT MATERIAL ONLY
125 BURY, ANY METHOD, ANY DEP DURALINE

96 125' INNERDUCT1-2" (PPA) 4C

4C
5 INNERDUCT1-2"
312 EXEMPT MATERIAL ONLY
312 BURY, ANY METHOD, ANY DEP

95 312' INNERDUCT1-2" (PPA) 4C

4C
6 INNERDUCT1-2"
180 EXEMPT MATERIAL ONLY
180 BURY, ANY METHOD, ANY DEP

94 180' INNERDUCT1-2" (PPA) 4C

845C
13 1 MW CWA ONLY INSPECTOR

4C
12 1 MW CWA ONLY INSPECTOR

Contractor Name: UNDC

POWER BETWEEN
301V AND 15KV

THIS PROJECT REQUIRES
COORDINATION WITH
UT:A027SSQ

PROJECT # A0280AM		DATE SVC REQ'D 06/30/2022
NPANNX 812332	GEO LOC N33171	CLLI bltnin01
PRIMARY ENGR.: MULLIS, ANDREW J		
ENGR. ID: AM5495		PERMIT REQ'D. Y
PHONE #: 8123344521		PRINT 59 OF 63

845C
7 INNERDUCT1-1.25
100 EXEMPT MATERIAL ONLY
100 BURY, ANY METHOD, ANY DEP DURALINE

93 100' INNERDUCT1-1.25" (PPA) 845C

845C
8 INNERDUCT1-1.25
43 EXEMPT MATERIAL ONLY
43 BURY, ANY METHOD, ANY DEP

92 43' INNERDUCT1-1.25" (PPA) 845C

845C
9 INNERDUCT1-1.25
98 EXEMPT MATERIAL ONLY
98 BURY, ANY METHOD, ANY DEP

90 98' INNERDUCT1-1.25" (PPA) 845C

845C
11 HH-9X12
3 EXEMPT MATERIAL ONLY
3 SVA ONLY - PLACE/REPLACE

4C
10 HH-13X19X12
4 EXEMPT MATERIAL ONLY
4 SVA ONLY - PLACE/REPLACE

49 F2304
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5

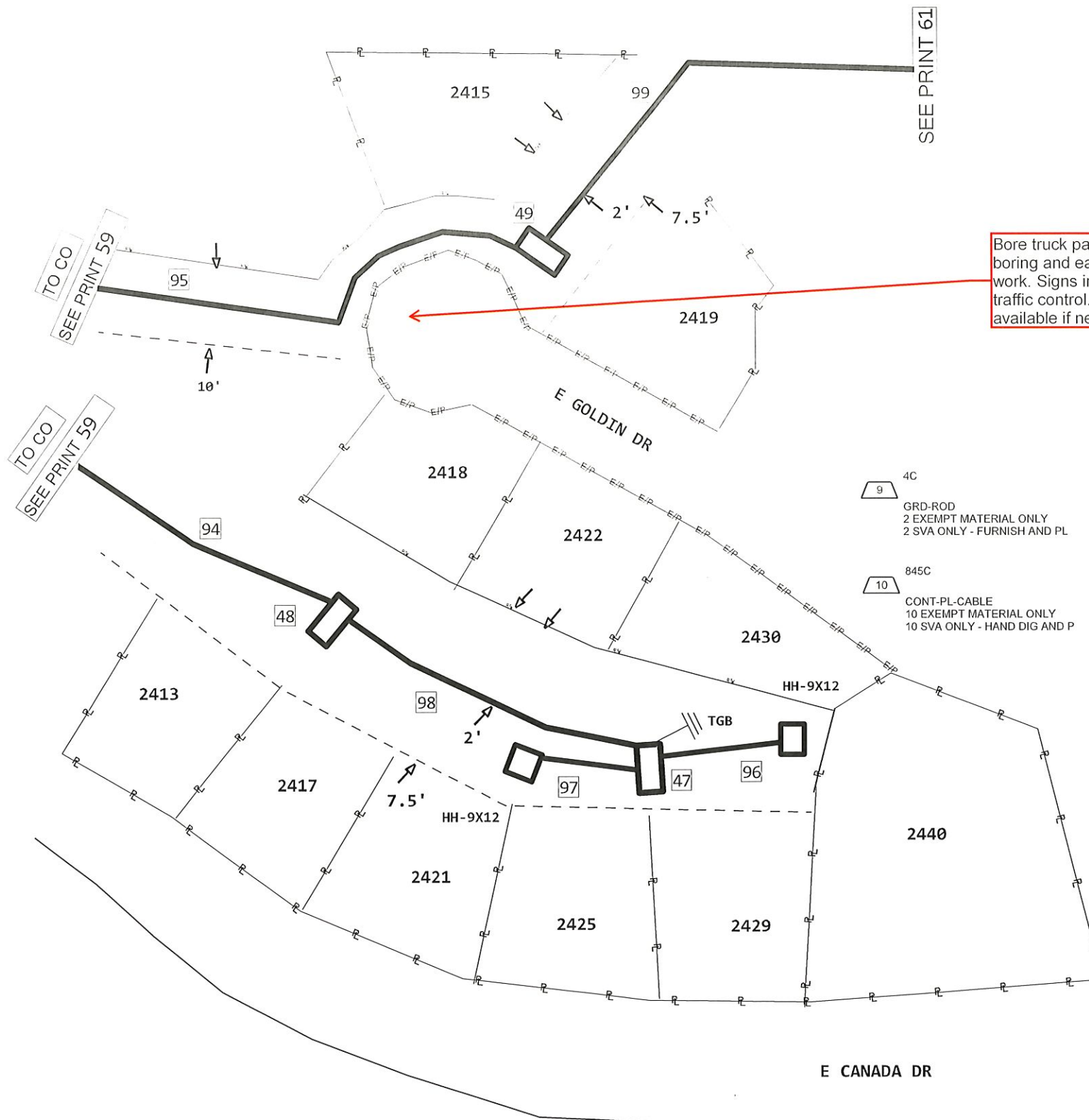
48 F2308
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5

47 R2405
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5

46 R3601
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5

Bore truck parked for
boring. Signs in place
for traffic control.
Flaggers available if
needed

CABLE SHOWN
ON PRINT 30



49 F2419
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5

48 R2413
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5

47 R2429
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5

5 4C
HH-13X19X12
3 EXEMPT MATERIAL ONLY
3 SVA ONLY - PLACE/REPLACE

6 845C
HH-9X12
2 EXEMPT MATERIAL ONLY
2 SVA ONLY - PLACE/REPLACE

1 4C
INNERDUCT1-2"
312 EXEMPT MATERIAL ONLY
312 BURY, ANY METHOD, ANY DEP
99 312' INNERDUCT1-2" (PPA) 4C

2 4C
INNERDUCT1-2"
174 EXEMPT MATERIAL ONLY
174 BURY, ANY METHOD, ANY DEP
98 174' INNERDUCT1-2" (PPA) 4C

PRINT 59
3 4C
INNERDUCT1-2"
312 EXEMPT MATERIAL ONLY
312 BURY, ANY METHOD, ANY DEP
95 312' INNERDUCT1-2" (PPA) 4C

PRINT 59
4 4C
INNERDUCT1-2"
180 EXEMPT MATERIAL ONLY
180 BURY, ANY METHOD, ANY DEP
94 180' INNERDUCT1-2" (PPA) 4C

3 845C
INNERDUCT1-1.25"
58 EXEMPT MATERIAL ONLY
58 BURY, ANY METHOD, ANY DEP
97 58' INNERDUCT1-1.25" (PPA) 845C

4 845C
INNERDUCT1-1.25"
80 EXEMPT MATERIAL ONLY
80 BURY, ANY METHOD, ANY DEP
96 80' INNERDUCT1-1.25" (PPA) 845C

7 4C
1 MW CWA ONLY INSPECTOR

8 845C
1 MW CWA ONLY INSPECTOR

Contractor Name: UNDC

POWER BETWEEN
301V AND 15KV

THIS PROJECT REQUIRES
COORDINATION WITH
UT: A027SSQ

PROJECT # A0280AM		DATE SVC REQ'D 06/30/2022	
NPANNX 812332	GEO LOC N33171	CLLI bltnin01	
PRIMARY ENGR.: MULLIS, ANDREW J			
ENGR. ID: AM5495		PERMIT REQ'D.	Y
PHONE #: 8123344521		PRINT 60 OF 63	

CABLE SHOWN
ON PRINT 31

PRINT 60

99 312' INNERDUCT1-2" (PPA) 4C

4C
1
INNERDUCT1-2"
309 EXEMPT MATERIAL ONLY
309 BURY, ANY METHOD, ANY DEP

98 309' INNERDUCT1-2" (PPA) 4C

4C
2
INNERDUCT1-2"
125 EXEMPT MATERIAL ONLY
125 BURY, ANY METHOD, ANY DEP

97 125' INNERDUCT1-2" (PPA) 4C

4C
3
INNERDUCT1-2"
260 EXEMPT MATERIAL ONLY
260 BURY, ANY METHOD, ANY DEP

96 260' INNERDUCT1-2" (PPA) 4C

845C
4
INNERDUCT1-1.25
35 EXEMPT MATERIAL ONLY
35 BURY, ANY METHOD, ANY DEP

95 35' INNERDUCT1-1.25" (PPA) 845C

845C
5
INNERDUCT1-1.25
150 EXEMPT MATERIAL ONLY
150 BURY, ANY METHOD, ANY DEP

94 150' INNERDUCT1-1.25" (PPA) 845C

4C
8
1 MW CWA ONLY INSPECTOR

845C
9
1 MW CWA ONLY INSPECTOR

Contractor Name: UNDC

POWER BETWEEN
301V AND 15KV

THIS PROJECT REQUIRES
COORDINATION WITH
UT: A027SSQ

PROJECT # A0280AM		DATE SVC REQ'D 06/30/2022	
NPANNX 812332	GEO LOC N33171	CLLI bltnin01	
PRIMARY ENGR.: MULLIS, ANDREW J			
ENGR. ID: AM5495		PERMIT REQ'D.	Y
PHONE #: 8123344521		PRINT 61 OF 63	

Bore truck parked for
easement work. Signs in
place for traffic control.
Flaggers available if
needed

845C
11
CONT-PL-CABLE
10 EXEMPT MATERIAL ONLY
10 SVA ONLY - HAND DIG AND P

4C
10
GRD-ROD
2 EXEMPT MATERIAL ONLY
2 SVA ONLY - FURNISH AND PL

4C
8
1 MW CWA ONLY INSPECTOR

845C
9
1 MW CWA ONLY INSPECTOR

Contractor Name: UNDC

POWER BETWEEN
301V AND 15KV

THIS PROJECT REQUIRES
COORDINATION WITH
UT: A027SSQ

PROJECT # A0280AM		DATE SVC REQ'D 06/30/2022	
NPANNX 812332	GEO LOC N33171	CLLI bltnin01	
PRIMARY ENGR.: MULLIS, ANDREW J			
ENGR. ID: AM5495		PERMIT REQ'D.	Y
PHONE #: 8123344521		PRINT 61 OF 63	

845C
7
HH-9X12
2 EXEMPT MATERIAL ONLY
2 SVA ONLY - PLACE/REPLACE

4C
6
HH-13X19X12
3 EXEMPT MATERIAL ONLY
3 SVA ONLY - PLACE/REPLACE

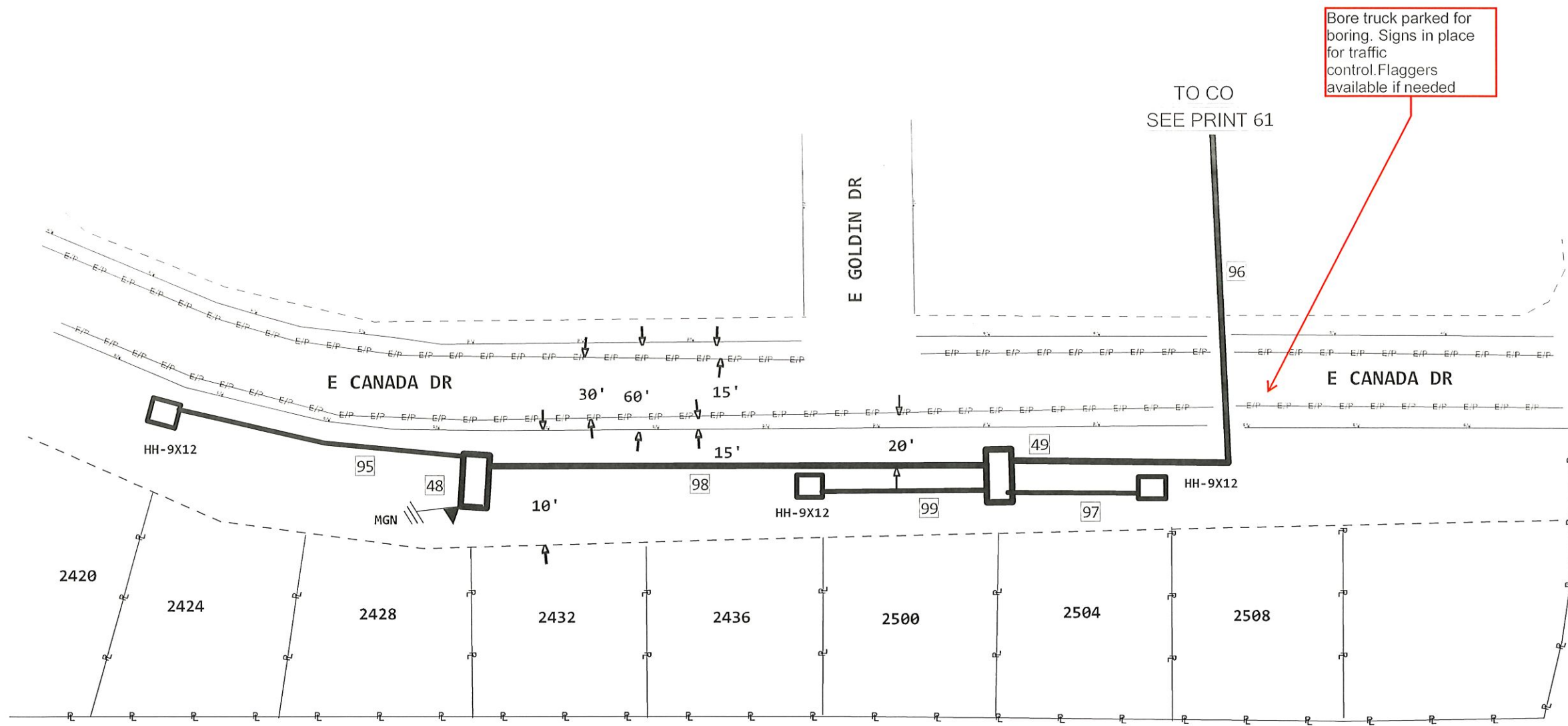
49 R2427
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5

48 R2439
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5

47 R2443
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5

SEE PRINT 62

CABLE SHOWN
ON PRINT 32



Bore truck parked for boring. Signs in place for traffic control. Flaggers available if needed

TO CO
SEE PRINT 61

3 845C
INNERDUCT1-1.25
82 EXEMPT MATERIAL ONLY
82 BURY, ANY METHOD, ANY DEP

99 82' INNERDUCT1-1.25" (PPA) 845C

1 4C
INNERDUCT1-2"
244 EXEMPT MATERIAL ONLY
244 BURY, ANY METHOD, ANY DEP

98 244' INNERDUCT1-2" (PPA) 4C

2 845C
INNERDUCT1-1.25
82 EXEMPT MATERIAL ONLY
82 BURY, ANY METHOD, ANY DEP

97 82' INNERDUCT1-1.25" (PPA) 845C

PRINT 61
3

96 260' INNERDUCT1-2" (PPA) 4C

4 845C
INNERDUCT1-1.25
144 EXEMPT MATERIAL ONLY
144 BURY, ANY METHOD, ANY DEP DURALINE

95 144' INNERDUCT1-1.25" (PPA) 845C

7 4C
1 MW CWA ONLY INSPECTOR

8 845C
1 MW CWA ONLY INSPECTOR

Contractor Name: UNDC

POWER BETWEEN
301V AND 15KV

THIS PROJECT REQUIRES
COORDINATION WITH
UT: A027SSQ

PROJECT # A0280AM		DATE SVC REQ'D 06/30/2022	
NPANNX 812332	GEO LOC N33171	CLLI bltnin01	
PRIMARY ENGR.: MULLIS, ANDREW J			
ENGR. ID: AM5495		PERMIT REQ'D.	Y
PHONE #: 8123344521		PRINT 62 OF 63	

5 4C
HH-13X19X12
2 EXEMPT MATERIAL ONLY
2 SVA ONLY - PLACE/REPLACE

6 845C
HH-9X12
3 EXEMPT MATERIAL ONLY
3 SVA ONLY - PLACE/REPLACE

49 F2500
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5

48 F2428
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5

1 4C
INNERDUCT1-2"
440 EXEMPT MATERIAL ONLY
440 BURY, ANY METHOD, ANY DEP
99 440' INNERDUCT1-2" (PPA) 4C

2 4C
INNERDUCT1-2"
226 EXEMPT MATERIAL ONLY
226 BURY, ANY METHOD, ANY DEP
94 226' INNERDUCT1-2" (PPA) 4C

3 845C
INNERDUCT1-1.25
100 EXEMPT MATERIAL ONLY
100 BURY ANY METHOD, ANY DEP
DURALINE
98 100' INNERDUCT1-1.25" (PPA) 845C

PRINT 57
2
97 480' INNERDUCT1-2" (PPA) 4C

4 845C
INNERDUCT1-1.25
100 EXEMPT MATERIAL ONLY
100 BURY, ANY METHOD, ANY DEP
96 100' INNERDUCT1-1.25" (PPA) 845C

PRINT 50
3
95 1450' INNERDUCT1-1.25" (PPA) 845C

Bore truck parked for
boring. Signs in place
for traffic control.
Flaggers available if
needed

SEE PRINT 57

TO CO
SEE PRINT 53

CABLE SHOWN
ON PRINT 33

6 845C
HH-5X12
2 EXEMPT MATERIAL ONLY
2 SVA ONLY - PLACE/REPLACE

5 4C
HH-13X19X12
3 EXEMPT MATERIAL ONLY
3 SVA ONLY - PLACE/REPLACE

49 R2400
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5

48 R2410
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5

47 R2404
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5

7 4C
1 MW CWA ONLY INSPECTOR

8 845C
1 MW CWA ONLY INSPECTOR

Contractor Name: UNDC

POWER BETWEEN
301V AND 15KV

THIS PROJECT REQUIRES
COORDINATION WITH
UT: A027SSQ

PROJECT # A0280AM		DATE SVC REQ'D 06/30/2022
NPANNX 812332	GEO LOC N33171	CLLI bltnin01
PRIMARY ENGR.: MULLIS, ANDREW J		
ENGR. ID: AM5495	PERMIT REQ'D.	Y
PHONE #: 8123344521	PRINT 63 OF 63	

CABLE SHOWN
ON PRINT 22



4C
1
INNERDUCT1-2"
370 EXEMPT MATERIAL ONLY
370 BURY ANY METHOD ANY DEP

99 370' INNERDUCT1-2" (PPA) 4C

PRINT 54
1

98 272' INNERDUCT1-2" (PPA) 4C

845C
2
INNERDUCT1-1.25
185 EXEMPT MATERIAL ONLY
185 BURY, ANY METHOD, ANY DEP

97 185' INNERDUCT1-1.25" (PPA) 845C

845C
3
INNERDUCT1-1.25
95 EXEMPT MATERIAL ONLY
95 BURY, ANY METHOD, ANY DEP

96 95' INNERDUCT1-1.25" (PPA) 845C

845C
7
1 MW CWA ONLY INSPECTOR

4C
6
1 MW CWA ONLY INSPECTOR

Contractor Name: UNDC

POWER BETWEEN
301V AND 15KV

THIS PROJECT REQUIRES
COORDINATION WITH
UT: A027SSQ

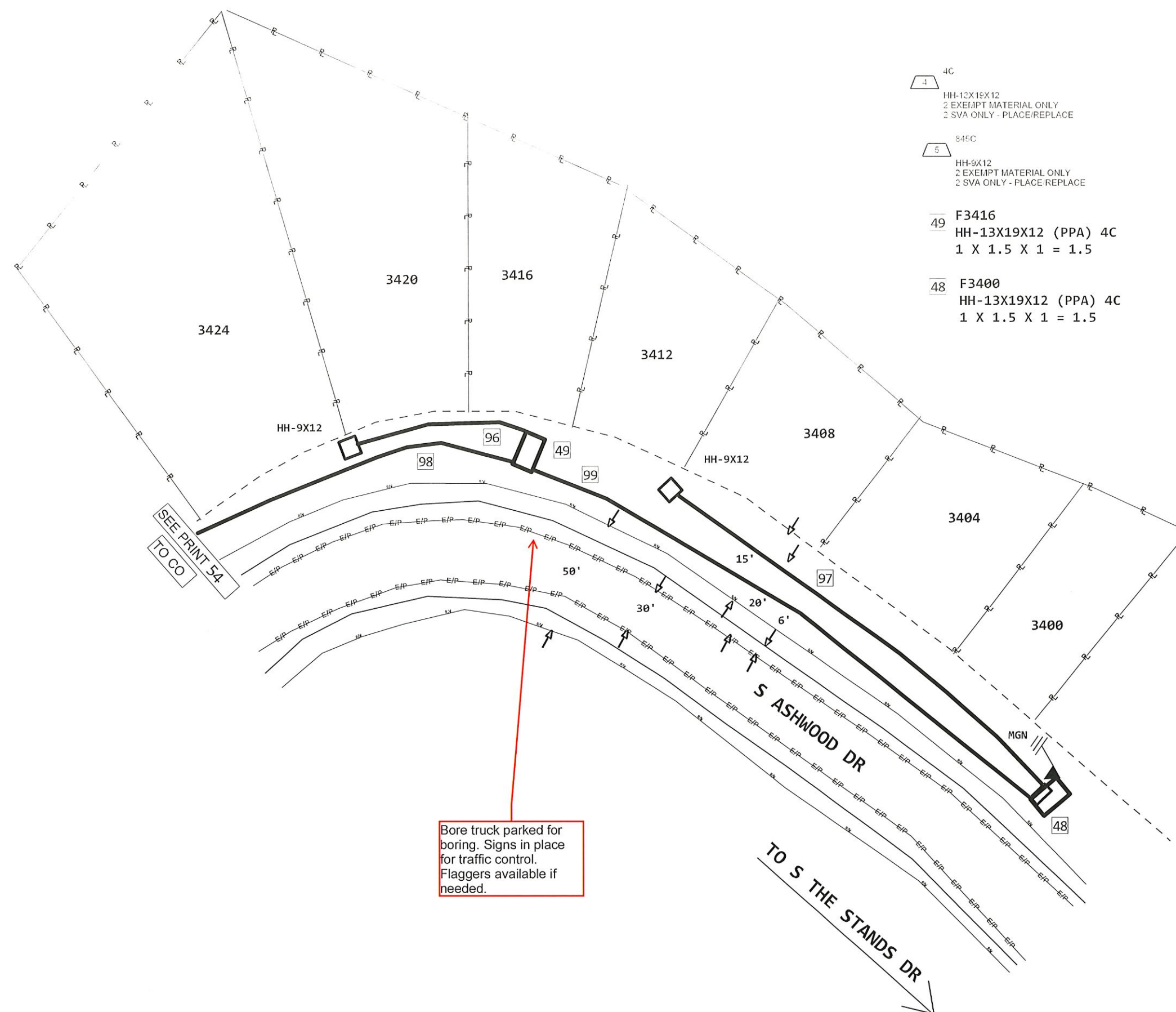
PROJECT # A0280AM		DATE SVC REQ'D 06/30/2022
NPANNX 812332	GEO LOC N33171	CLLI bltnin01
PRIMARY ENGR.: MULLIS, ANDREW J		
ENGR. ID: AM5495		PERMIT REQ'D. Y
PHONE #: 8123344521		PRINT 52 OF 63

4C
4
HH-13X19X12
2 EXEMPT MATERIAL ONLY
2 SVA ONLY - PLACE/REPLACE

845C
5
HH-9X12
2 EXEMPT MATERIAL ONLY
2 SVA ONLY - PLACE/REPLACE

F3416
49
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5

F3400
48
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5



Bore truck parked for
boring. Signs in place
for traffic control.
Flaggers available if
needed.

CABLE SHOWN
ON PRINT 23



49 R2300
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5

4C
HH-13X19X12
1 EXEMPT MATERIAL ONLY
1 SVA ONLY - PLACE/REPLACE

845C
HH-9X12
1 EXEMPT MATERIAL ONLY
1 SVA ONLY - PLACE/REPLACE

PRINT 51

98 685' INNERDUCT1-2" (PPA) 4C

4C
INNERDUCT1-2"
196 EXEMPT MATERIAL ONLY
196 BURY, ANY METHOD, ANY DEP

99 198' INNERDUCT1-2" (PPA) 4C

845C
INNERDUCT1-1.25
35 EXEMPT MATERIAL ONLY
35 BURY, ANY METHOD, ANY DEP

97 35' INNERDUCT1-1.25" (PPA) 845C

PRINT 50

95 1450' INNERDUCT1-1.25" (PPA) 845C

845C
1 MW CWA ONLY INSPECTOR

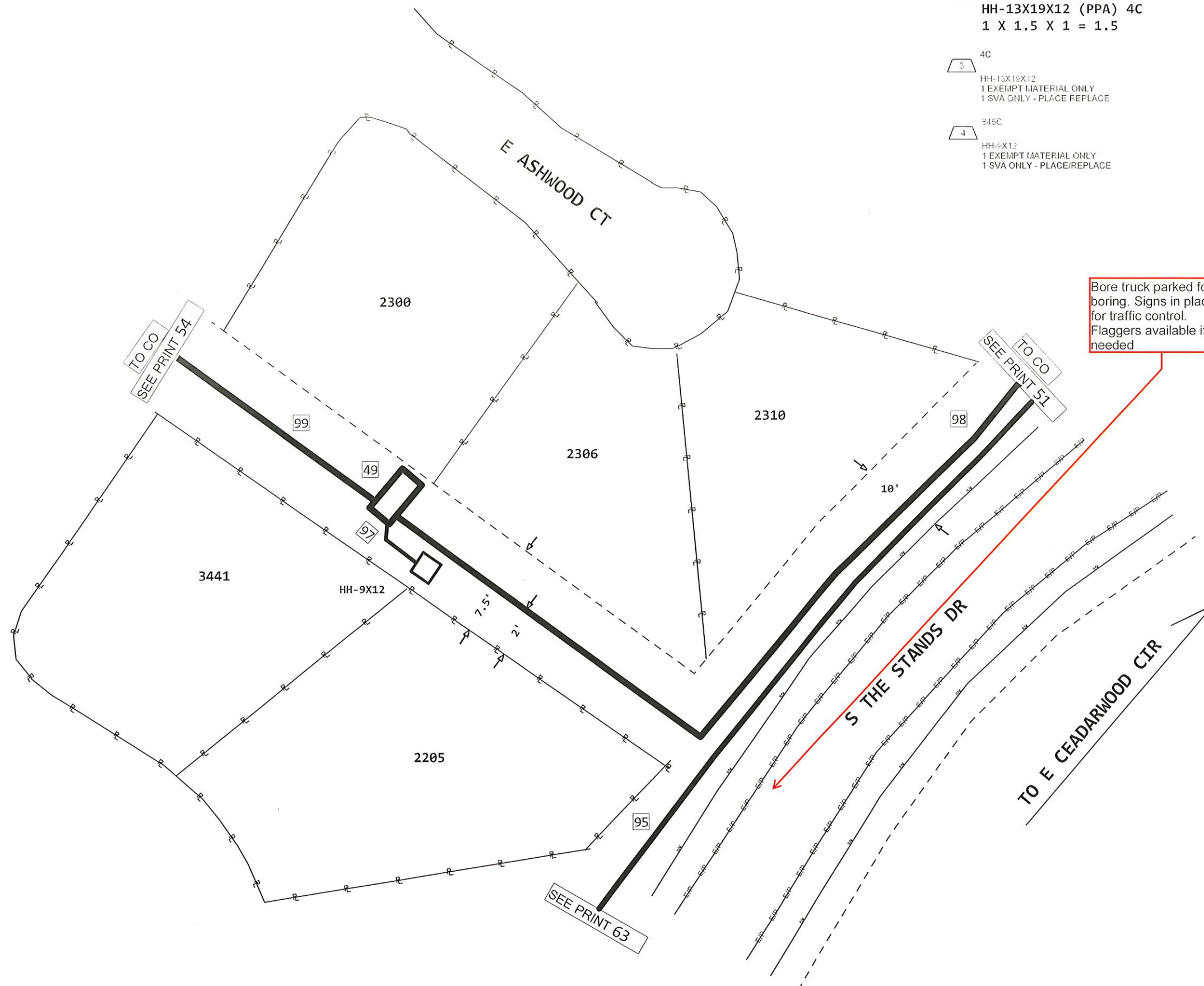
4C
1 MW CWA ONLY INSPECTOR

Contractor Name: UNDC

POWER BETWEEN
301V AND 15KV

THIS PROJECT REQUIRES
COORDINATION WITH
UT: A027SSQ

PROJECT # A0280AM		DATE SVC REQ'D 06/30/2022	
NPANNX 812332	GEO LOC N33171	CLLI bltnin01	
PRIMARY ENGR.: MULLIS, ANDREW J			
ENGR. ID: AM5495		PERMIT REQ'D.	Y
PHONE #: 8123344521		PRINT 53 OF 63	



CABLE SHOWN
ON PRINT 24



49 F 3428
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1= 1.5

48 F 3440
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1= 1.5

4C
6
HH-13X19X12
2 EXEMPT MATERIAL ONLY
2 SVA ONLY - PLACE/REPLACE

845C
7
HH-SX12
2 EXEMPT MATERIAL ONLY
2 SVA ONLY - PLACE/REPLACE

4C
1
INNERDUCT1-2"
272 EXEMPT MATERIAL ONLY
272 BURY, ANY METHOD, ANY DEP
98 272' INNERDUCT1-2" (PPA) 4C

4C
2
INNERDUCT1-2"
312 EXEMPT MATERIAL ONLY
312 BURY, ANY METHOD, ANY DEP
97 312' INNERDUCT1-2" (PPA) 4C

4C
3
INNERDUCT1-2"
276 EXEMPT MATERIAL ONLY
276 BURY, ANY METHOD, ANY DEP
96 276' INNERDUCT1-2" (PPA) 4C

845C
4
INNERDUCT1-1.25
100 EXEMPT MATERIAL ONLY
100 BURY, ANY METHOD, ANY DEP
95 100' INNERDUCT1-1.25" (PPA) 845C

845C
5
INNERDUCT1-1.25
128 EXEMPT MATERIAL ONLY
128 BURY, ANY METHOD, ANY DEP
94 128' INNERDUCT1-1.25" (PPA) 845C

845C
9
1 MW CWA ONLY INSPECTOR

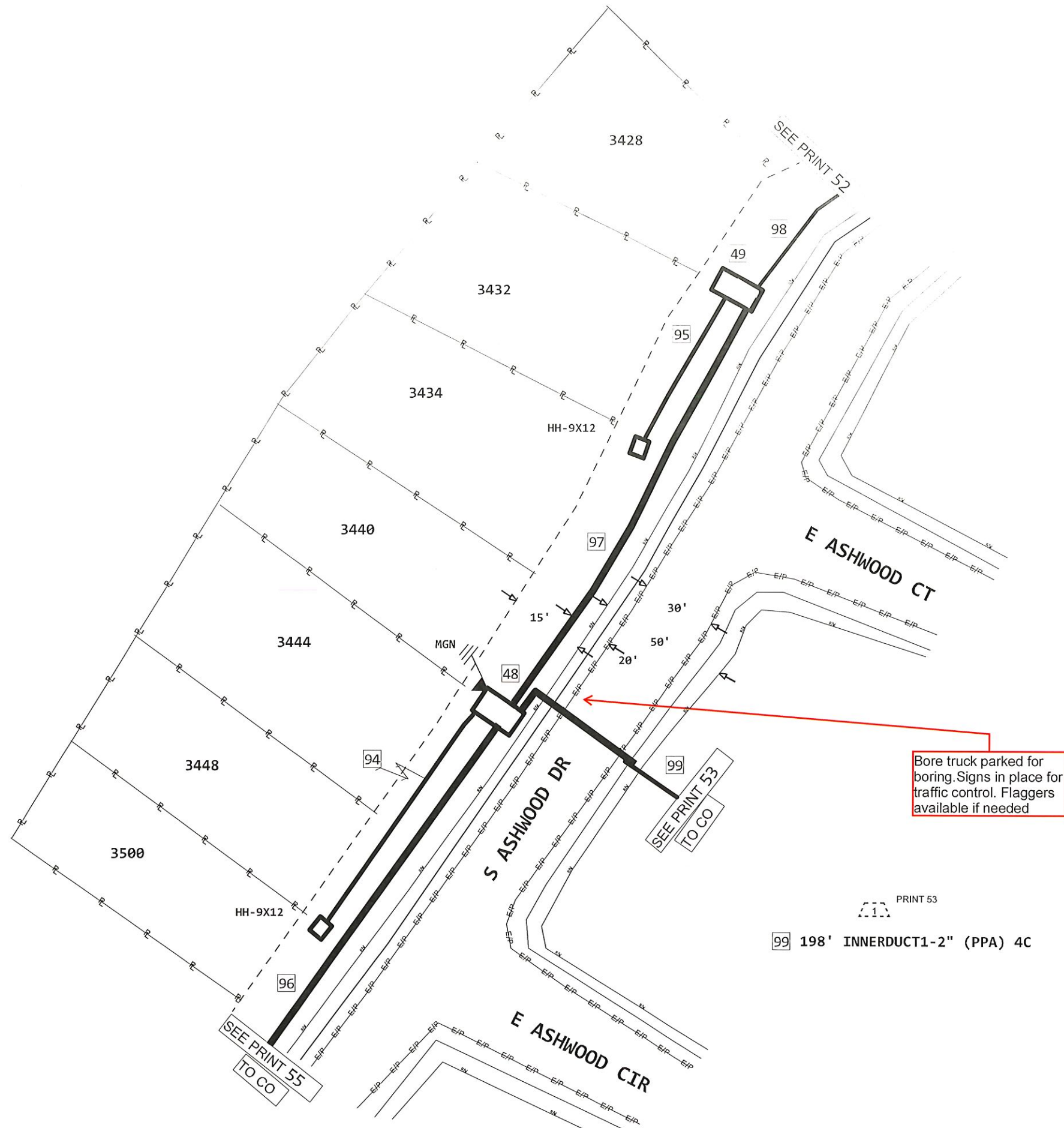
4C
8
1 MW CWA ONLY INSPECTOR

Contractor Name: UNDC

POWER BETWEEN
301V AND 15KV

THIS PROJECT REQUIRES
COORDINATION WITH
UT: A027SSQ

PROJECT # A0280AM		DATE SVC REQ'D 06/30/2022	
NPANNX 812332	GEO LOC N33171	CLLI bltnin01	
PRIMARY ENGR.: MULLIS, ANDREW J			
ENGR. ID: AM5495		PERMIT REQ'D.	Y
PHONE #: 8123344521		PRINT 54 OF 63	



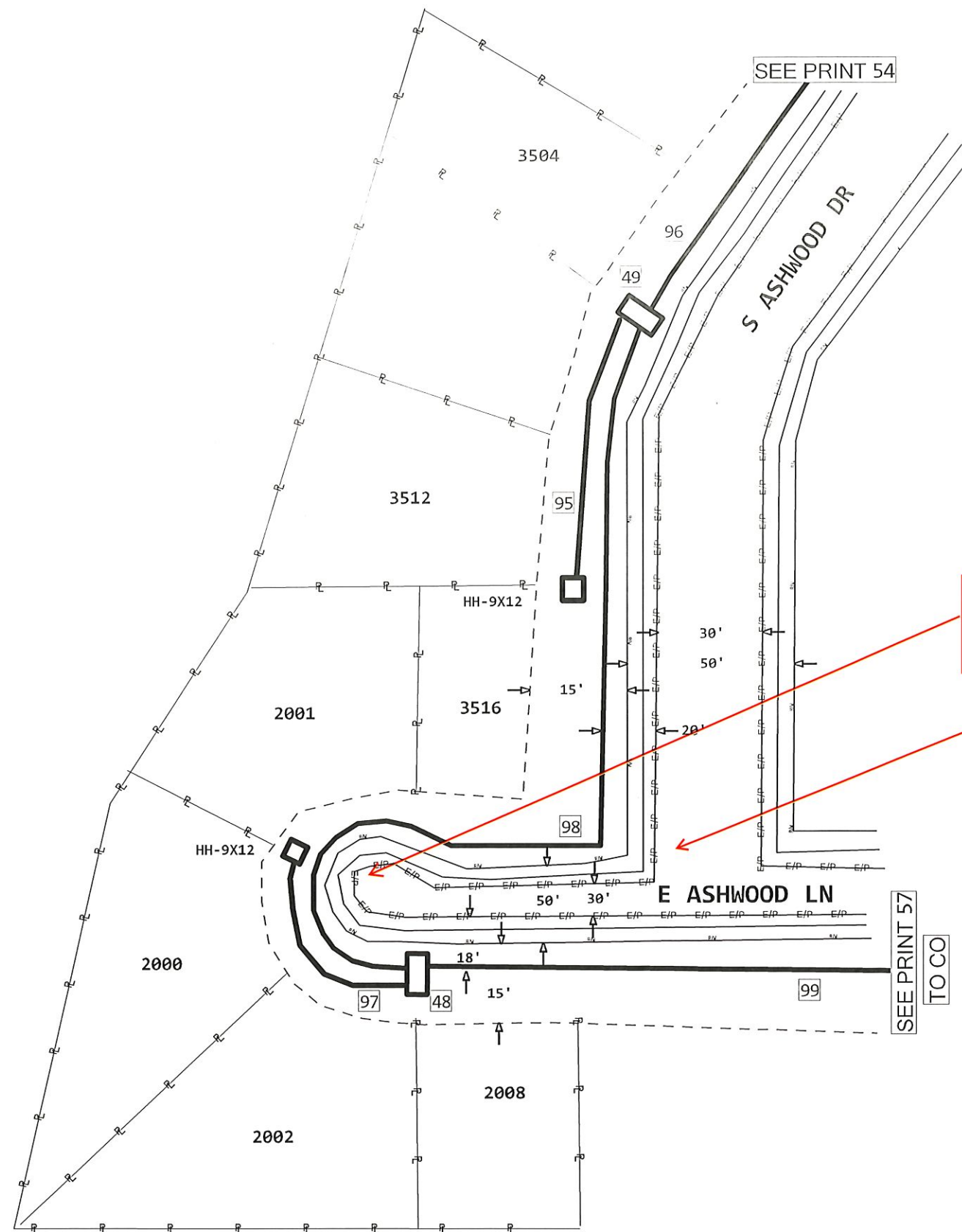
CABLE SHOWN
ON PRINT 25

49 F3504
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5

48 F2002
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5

5 4C
HH-13X19X12
2 EXEMPT MATERIAL ONLY
2 SVA ONLY - PLACE/REPLACE

6 845C
HH-9X12
2 EXEMPT MATERIAL ONLY
2 SVA ONLY - PLACE/REPLACE



1 4C
INNERDUCT1-2"
388 EXEMPT MATERIAL ONLY
388 BURY, ANY METHOD, ANY DEP
99 388' INNERDUCT1-2" (PPA) 4C

2 4C
INNERDUCT1-2"
570 EXEMPT MATERIAL ONLY
570 BURY, ANY METHOD, ANY DEP
98 570' INNERDUCT1-2" (PPA) 4C

3 845C
INNERDUCT1-1.25
93 EXEMPT MATERIAL ONLY
93 BURY, ANY METHOD, ANY DEP
97 93' INNERDUCT1-1.25" (PPA) 845C

PRINT 54
3 4C
96 276' INNERDUCT1-2" (PPA) 4C

4 845C
INNERDUCT1-1.25
155 EXEMPT MATERIAL ONLY
155 BURY, ANY METHOD, ANY DEP
95 155' INNERDUCT1-1.25" (PPA) 845C

8 845C
1 MW CWA ONLY INSPECTOR

7 4C
1 MW CWA ONLY INSPECTOR

Contractor Name: UNDC

POWER BETWEEN
301V AND 15KV

THIS PROJECT REQUIRES
COORDINATION WITH
UT: A027SSQ

PROJECT # A0280AM		DATE SVC REQ'D 06/30/2022
NPANNX 812332	GEO LOC N33171	CLLI bltnin01
PRIMARY ENGR.: MULLIS, ANDREW J		
ENGR. ID: AM5495		PERMIT REQ'D. Y
PHONE #: 8123344521		PRINT 55 OF 63

CABLE SHOWN
ON PRINT 26

PRINT 27

49 F2210
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5

48 F3509
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5

4C
HH-13X19X12
2 EXEMPT MATERIAL ONLY
2 SVA ONLY - PLACE/REPLACE

845C
HH-9X12
2 EXEMPT MATERIAL ONLY
2 SVA ONLY - PLACE/REPLACE

Bore truck parked for
boring and easement
work. Signs in place for
traffic control. Flaggers
available if needed.

92 340' INNERDUCT1-2" (PPA) 4C

4C
INNERDUCT1-2"
200 EXEMPT MATERIAL ONLY
200 BURY, ANY METHOD, ANY DEP

98 200' INNERDUCT1-2" (PPA) 4C

845C
INNERDUCT1-1.25
50 EXEMPT MATERIAL ONLY
50 BURY, ANY METHOD, ANY DEP

97 50' INNERDUCT1-1.25" (PPA) 845C

845C
INNERDUCT1-1.25
100 EXEMPT MATERIAL ONLY
100 BURY, ANY METHOD, ANY DEP

DURALINE

96 100' INNERDUCT1-1.25" (PPA) 845C

4C
1 MW CWA ONLY INSPECTOR

845C
1 MW CWA ONLY INSPECTOR

Contractor Name: UNDC

POWER BETWEEN
301V AND 15KV

THIS PROJECT REQUIRES
COORDINATION WITH
UT:A027SSQ

PROJECT # A0280AM		DATE SVC REQ'D 06/30/2022
NPANNX 812332	GEO LOC N33171	CLLI bltnin01
PRIMARY ENGR.: MULLIS, ANDREW J		
ENGR. ID: AM5495		PERMIT REQ'D. Y
PHONE #: 8123344521		PRINT 56 OF 63

93 282' INNERDUCT1-2" (PPA) 4C

4C
1
INNERDUCT1-2"
418 EXEMPT MATERIAL ONLY
418 BURY, ANY METHOD, ANY DEP

94 418' INNERDUCT1-2" (PPA) 4C

845C
2
INNERDUCT1-1.25
80 EXEMPT MATERIAL ONLY
80 BURY, ANY METHOD, ANY DEP

95 80' INNERDUCT1-1.25" (PPA) 845C

845C
3
INNERDUCT1-1.25
90 EXEMPT MATERIAL ONLY
90 BURY, ANY METHOD, ANY DEP

96 90' INNERDUCT1-1.25" (PPA) 845C

845C
4
INNERDUCT1-1.25
90 EXEMPT MATERIAL ONLY
90 BURY, ANY METHOD, ANY DEP DURALINE

97 90' INNERDUCT1-1.25" (PPA) 845C

4C
7
1 MW CWA ONLY INSPECTOR

845C
8
1 MW CWA ONLY INSPECTOR

Contractor Name: UNDC

POWER BETWEEN
301V AND 15KV

THIS PROJECT REQUIRES
COORDINATION WITH
UT: A027SSQ

PROJECT # A0280AM		DATE SVC REQ'D 06/30/2022	
NPANNX 812332	GEO LOC N33171	CLLI bltnin01	
PRIMARY ENGR.: MULLIS, ANDREW J			
ENGR. ID: AM5495		PERMIT REQ'D.	Y
PHONE #: 8123344521		PRINT 58 OF 63	

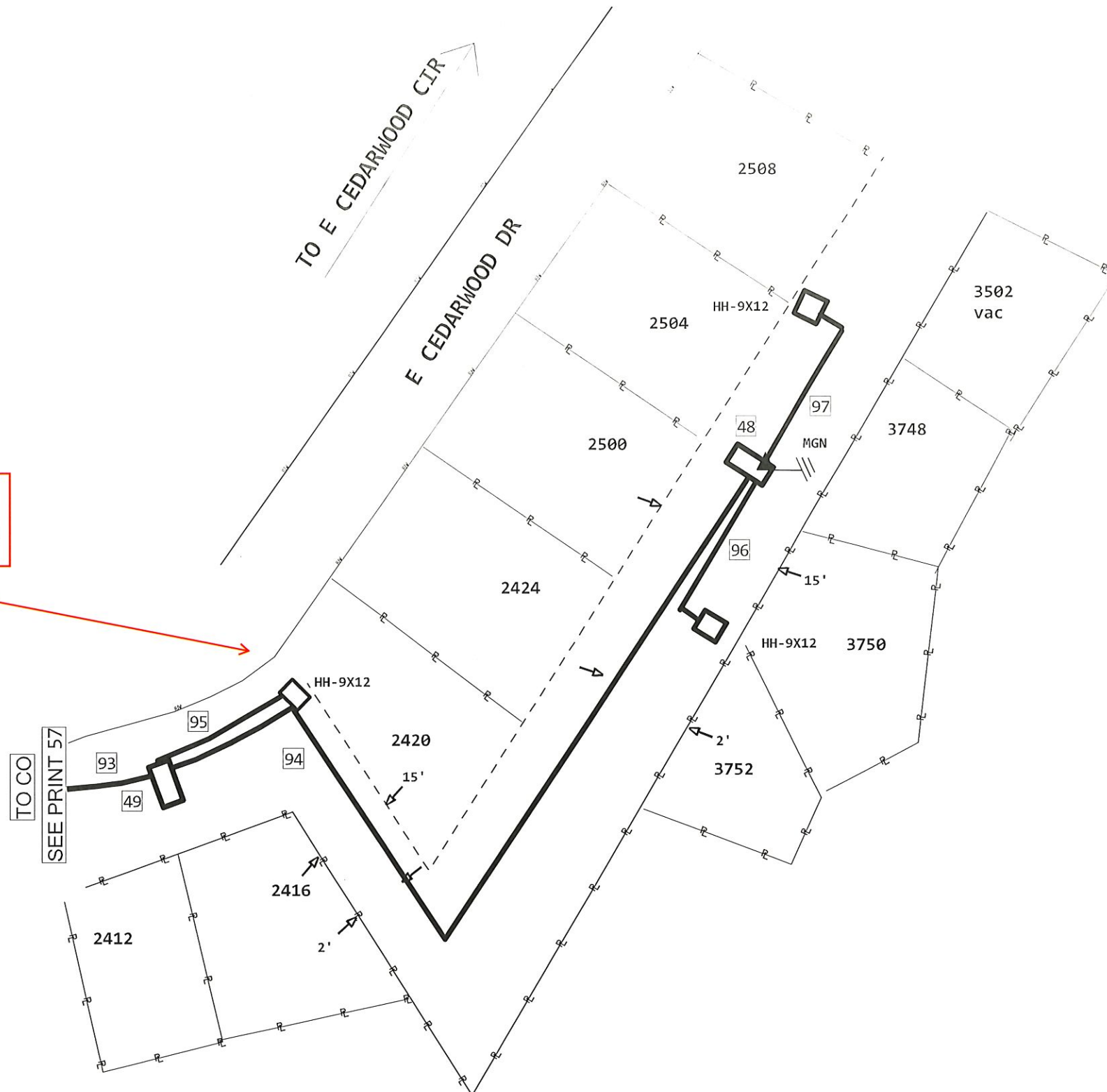
49 F2416
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5

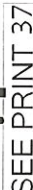
48 R2500
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5

4C
5
HH-13X19X12
2 EXEMPT MATERIAL ONLY
2 SVA ONLY - PLACE/REPLACE

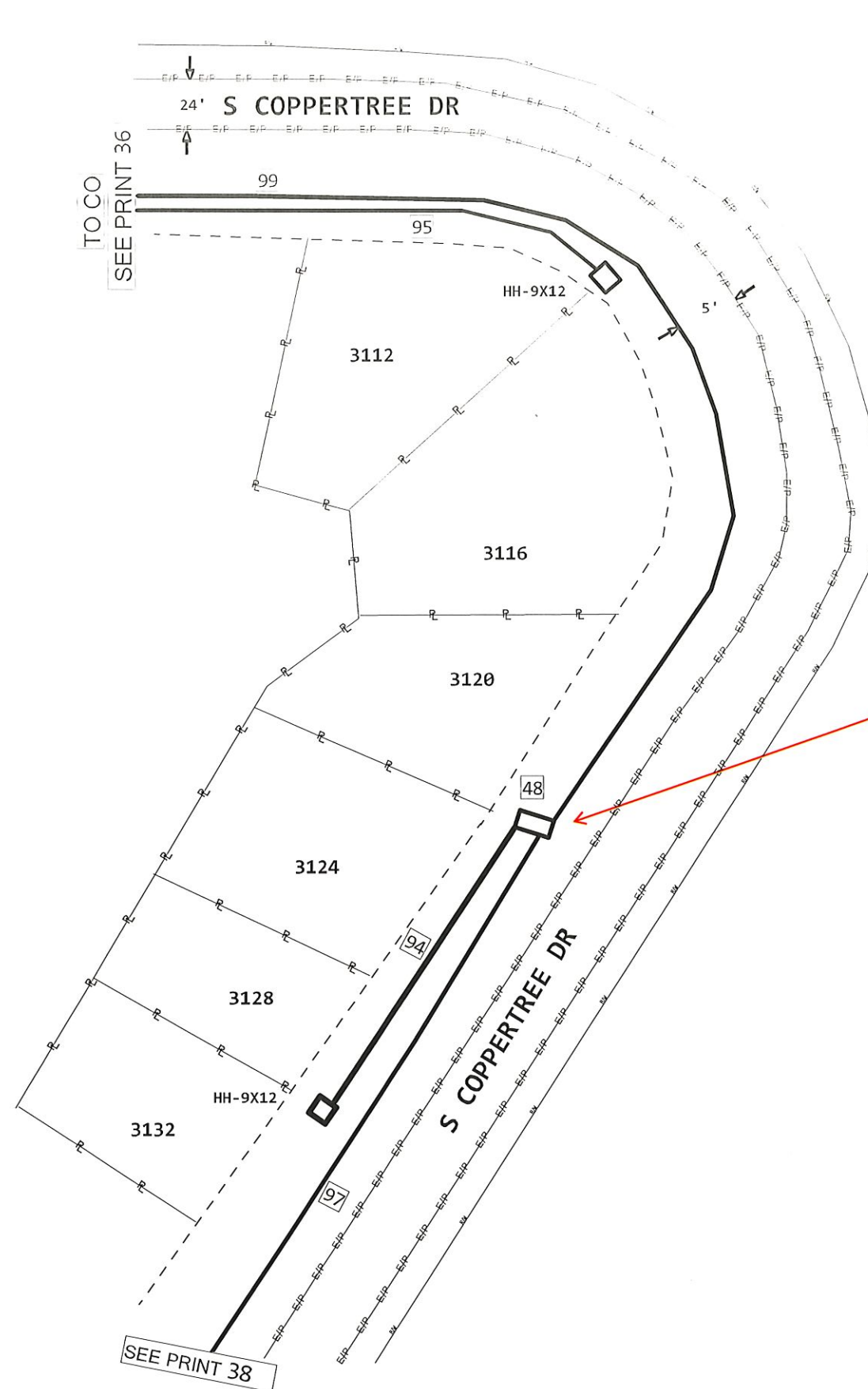
845C
6
HH-9X12
3 EXEMPT MATERIAL ONLY
3 SVA ONLY - PLACE/REPLACE

Bore truck parked for
boring and easement
work. Signs in place for
traffic control. Flaggers
available if needed





PROJECT # A0280AM		DATE SVC REQ'D 06/30/2022	
NPANNX 812332	GEO LOC N33171	CLLI bltnin01	
PRIMARY ENGR.: MULLIS, ANDREW J			
ENGR. ID: AM5495		PERMIT REQ'D.	Y
PHONE #: 8123344521		PRINT: 36 OF 63	



48 F3120
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5

4C
6
HH-13X19X12
1 EXEMPT MATERIAL ONLY
1 SVA ONLY - PLACE/REPLACE

845C
7
HH-9X12
2 EXEMPT MATERIAL ONLY
2 SVA ONLY - PLACE/REPLACE

Bore truck parked for
boring. Signs in place
for traffic control.
Flaggers available if
needed.

CABLE BEING PLACED IN COMMON AREA/PUE
RUN CONDUIT AND CABLE 5' OFF EOP.

PRINT 36
12
99 386' INNERDUCT1-3" (PPA) 4C

4C
2
INNERDUCT1-3
540 EXEMPT MATERIAL ONLY
540 BURY, ANY METHOD, ANY DEP
97 540' INNERDUCT1-3" (PPA) 4C

PRINT 36
13
95 228' INNERDUCT1-1.25" (PPA) 845C

845C
5
INNERDUCT1-1.25
144 EXEMPT MATERIAL ONLY
144 BURY, ANY METHOD, ANY DEP

94 144' INNERDUCT1-1.25" (PPA) 845C

4C
8
1 MW CWA ONLY INSPECTOR
845C
9
1 MW CWA ONLY INSPECTOR

Contractor Name: UNDC

POWER BETWEEN
3.01 AND 15KV

THIS PROJECT REQUIRES
COORDINATION WITH
UT: A027SSQ

PROJECT # A0280AM		DATE SVC REQ'D 06/30/2022	
NPANNX 812332	GEO LOC N33171	CLLI bltnin01	
PRIMARY ENGR.: MULLIS, ANDREW J			
ENGR. ID: AM5495		PERMIT REQ'D.	Y
PHONE #: 8123344521		PRINT 37 OF 63	

49 F3148
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5

48 F3153
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5

47 F3169
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5

4C
9 HH-13X19X12
3 EXEMPT MATERIAL ONLY
3 SVA ONLY - PLACE/REPLACE

845C
10 HH-9X12
4 EXEMPT MATERIAL ONLY
4 SVA ONLY - PLACE/REPLACE

Bore truck parked for
boring. Signs in place
for traffic control.
Flaggers available if
needed

845C
7 INNERDUCT1-1.25
194 EXEMPT MATERIAL ONLY
194 BURY, ANY METHOD, ANY DEP

845C
8 INNERDUCT1-1.25
154 EXEMPT MATERIAL ONLY
154 BURY, ANY METHOD, ANY DEP DURALINE
91 154' INNERDUCT1-1.25" (PPA) 845C

4C
1 INNERDUCT1-3
80 EXEMPT MATERIAL ONLY
80 BURY, ANY METHOD, ANY DEP
99 80' INNERDUCT1-3" (PPA) 4C

4C
2 INNERDUCT1-2
220 EXEMPT MATERIAL ONLY
220 BURY, ANY METHOD, ANY DEP
98 220' INNERDUCT1-2" (PPA) 4C

PRINT 37
2 2
4C
3 INNERDUCT1-3
230 EXEMPT MATERIAL ONLY
230 BURY, ANY METHOD, ANY DEP
97 540' INNERDUCT1-3" (PPA) 4C

4C
3 INNERDUCT1-3
230 EXEMPT MATERIAL ONLY
230 BURY, ANY METHOD, ANY DEP
96 230' INNERDUCT1-3" (PPA) 4C

4C
4 INNERDUCT1-2
345 EXEMPT MATERIAL ONLY
345 BURY, ANY METHOD, ANY DEP DURALINE
95 345' INNERDUCT1-2" (PPA) 4C

845C
5 INNERDUCT1-1.25
260 EXEMPT MATERIAL ONLY
260 BURY, ANY METHOD, ANY DEP
94 260' INNERDUCT1-1.25" (PPA) 845C

845C
6 INNERDUCT1-1.25
146 EXEMPT MATERIAL ONLY
146 BURY, ANY METHOD, ANY DEP DURALINE
93 146' INNERDUCT1-1.25" (PPA) 845C

4C
11 1 MW CWA ONLY INSPECTOR

845C
12 1 MW CWA ONLY INSPECTOR

Contractor Name: UNDC

POWER BETWEEN
3.01 AND 15KV

THIS PROJECT REQUIRES
COORDINATION WITH
UT: A027SSQ

PROJECT # A0280AM		DATE SVC REQ'D 06/30/2022	
NPANNX 812332	GEO LOC N33171	CLLI bltnin01	
PRIMARY ENGR.: MULLIS, ANDREW J			
ENGR. ID: AM5495		PERMIT REQ'D.	Y
PHONE #: 8123344521		PRINT 38 OF 63	

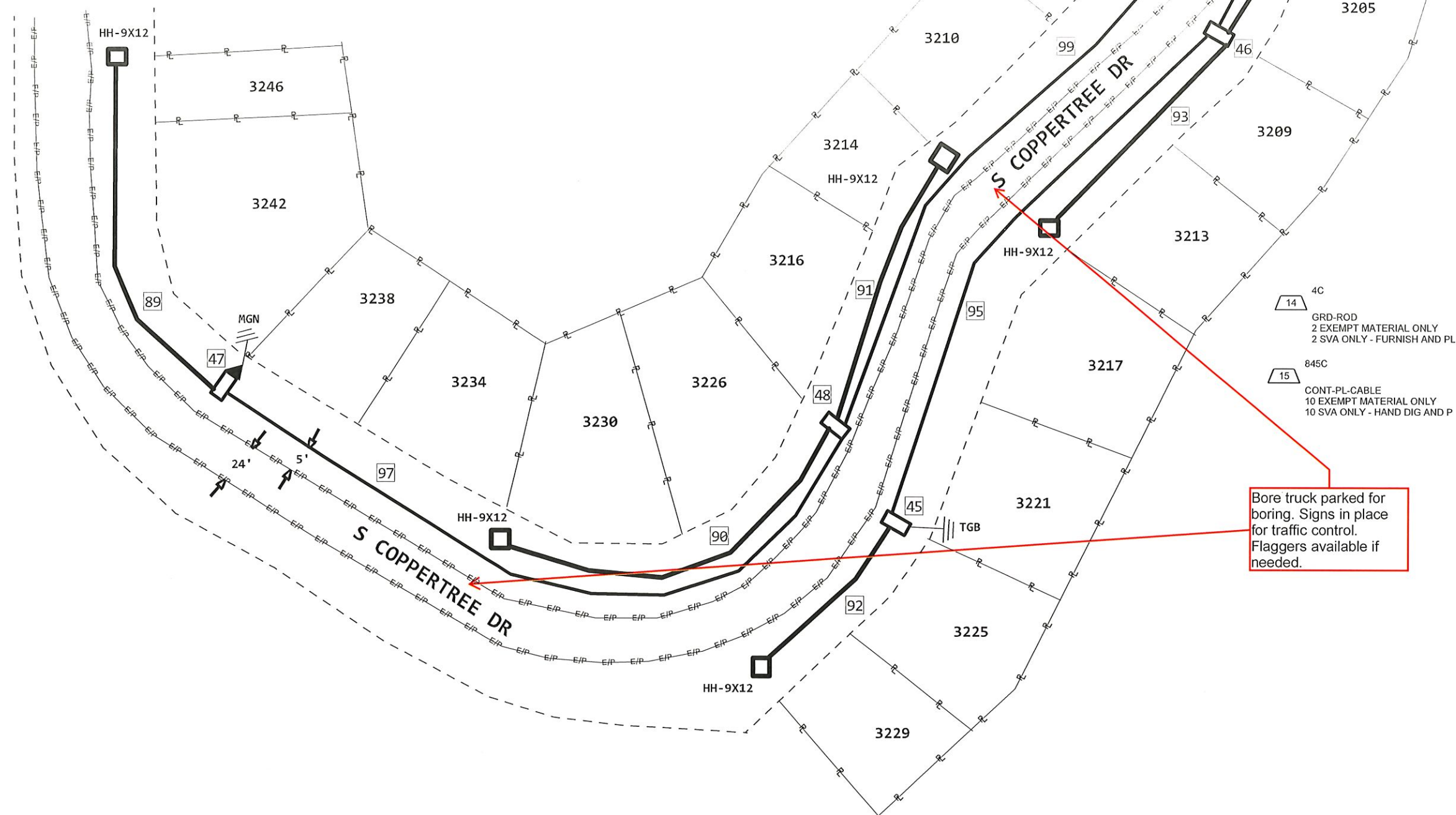
- 49 F3145
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5
- 48 F3216
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5
- 47 F3238
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5
- 46 F3205
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5
- 45 F3221
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5

4C
10 HH-13X19X12
5 EXEMPT MATERIAL ONLY
5 SVA ONLY - PLACE/REPLACE

845C
11 HH-9X12
6 EXEMPT MATERIAL ONLY
6 SVA ONLY - PLACE/REPLACE

- 7 845C
INNERDUCT1-1.25
130 EXEMPT MATERIAL ONLY
130 BURY, ANY METHOD, ANY DEP
- 8 845C
INNERDUCT1-1.25
214 EXEMPT MATERIAL ONLY
214 BURY, ANY METHOD, ANY DEP
- 9 845C
INNERDUCT1-1.25
160 EXEMPT MATERIAL ONLY
160 BURY, ANY METHOD, ANY DEP
- 91 130' INNERDUCT1-1.25" (PPA) 845C
- 90 214' INNERDUCT1-1.25" (PPA) 845C
- 89 160' INNERDUCT1-1.25" (PPA) 845C

DURALINE



Bore truck parked for boring. Signs in place for traffic control. Flaggers available if needed.

CABLE SHOWN
ON PRINT 9

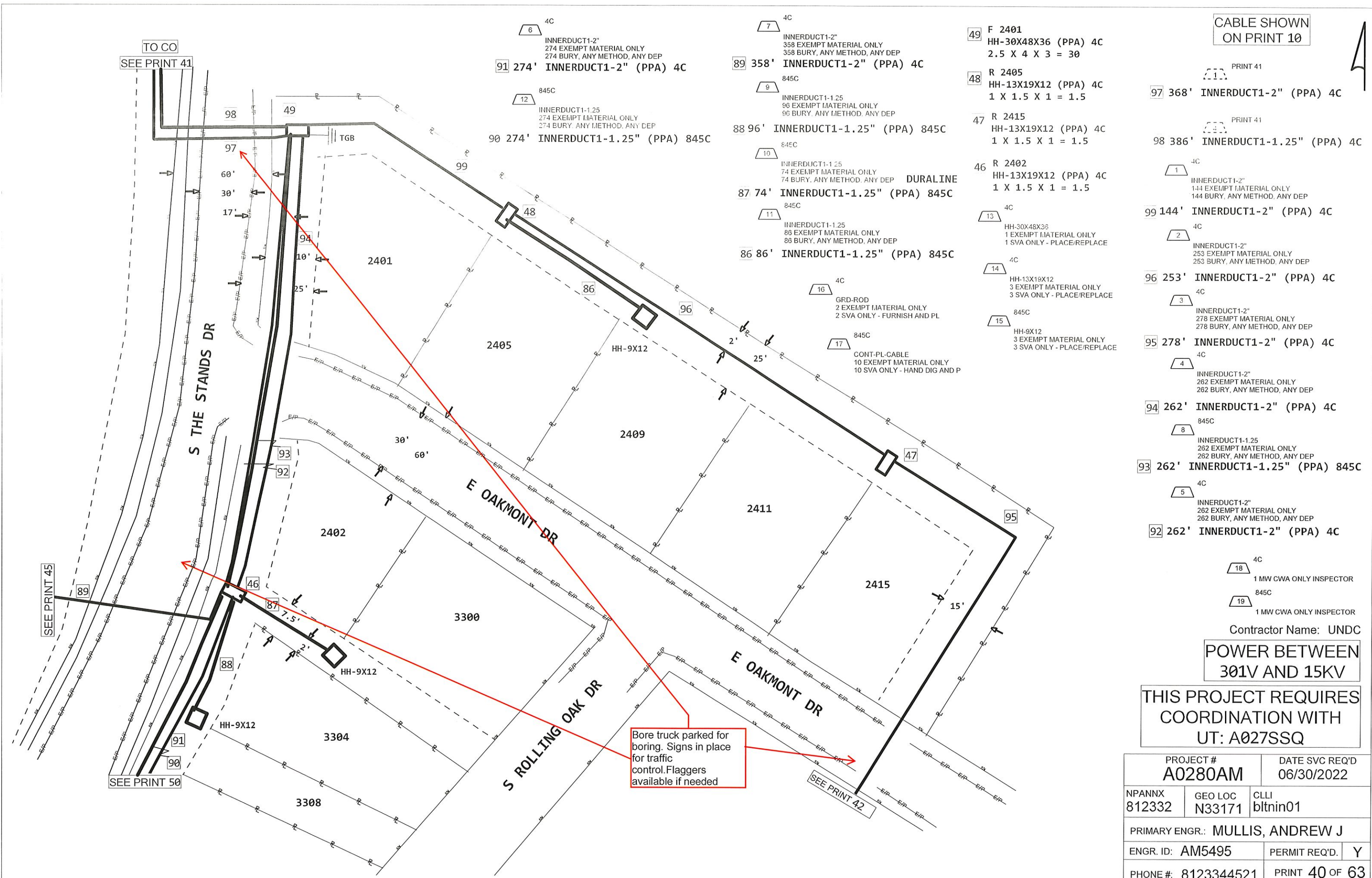
- 1 4C
INNERDUCT1-3
264 EXEMPT MATERIAL ONLY
264 BURY, ANY METHOD, ANY DEP
- 2 4C
INNERDUCT1-3
360 EXEMPT MATERIAL ONLY
360 BURY, ANY METHOD, ANY DEP
- 3 4C
INNERDUCT1-2"
275 EXEMPT MATERIAL ONLY
275 BURY, ANY METHOD, ANY DEP
- 4 845C
INNERDUCT1-1.25
90 EXEMPT MATERIAL ONLY
90 BURY, ANY METHOD, ANY DEP
- 5 845C
INNERDUCT1-1.25
119 EXEMPT MATERIAL ONLY
119 BURY, ANY METHOD, ANY DEP
- 6 845C
INNERDUCT1-1.25
120 EXEMPT MATERIAL ONLY
120 BURY, ANY METHOD, ANY DEP
- 14 4C
GRD-ROD
2 EXEMPT MATERIAL ONLY
2 SVA ONLY - FURNISH AND PL
- 15 845C
CONT-PL-CABLE
10 EXEMPT MATERIAL ONLY
10 SVA ONLY - HAND DIG AND P
- 12 4C
1 MW CWA ONLY INSPECTOR
- 13 845C
1 MW CWA ONLY INSPECTOR

Contractor Name: UNDC

POWER BETWEEN
3.01 AND 15KV

THIS PROJECT REQUIRES
COORDINATION WITH
UT: A027SSQ

PROJECT # A0280AM		DATE SVC REQ'D 06/30/2022
NPANNX 812332	GEO LOC N33171	CLLI bltnin01
PRIMARY ENGR.: MULLIS, ANDREW J		
ENGR. ID: AM5495		PERMIT REQ'D. Y
PHONE #: 8123344521		PRINT 39 OF 63



CABLE SHOWN
ON PRINT 10

PRINT 41

PRINT 41

4C

INNERDUCT1-2"
144 EXEMPT MATERIAL ONLY
144 BURY, ANY METHOD, ANY DEP

99 144' INNERDUCT1-2" (PPA) 4C

4C

INNERDUCT1-2"
253 EXEMPT MATERIAL ONLY
253 BURY, ANY METHOD, ANY DEP

96 253' INNERDUCT1-2" (PPA) 4C

4C

INNERDUCT1-2"
278 EXEMPT MATERIAL ONLY
278 BURY, ANY METHOD, ANY DEP

95 278' INNERDUCT1-2" (PPA) 4C

4C

INNERDUCT1-2"
262 EXEMPT MATERIAL ONLY
262 BURY, ANY METHOD, ANY DEP

94 262' INNERDUCT1-2" (PPA) 4C

845C

INNERDUCT1-1.25"
262 EXEMPT MATERIAL ONLY
262 BURY, ANY METHOD, ANY DEP

93 262' INNERDUCT1-1.25" (PPA) 845C

4C

INNERDUCT1-2"
262 EXEMPT MATERIAL ONLY
262 BURY, ANY METHOD, ANY DEP

92 262' INNERDUCT1-2" (PPA) 4C

4C

1 MW CWA ONLY INSPECTOR

845C

19

1 MW CWA ONLY INSPECTOR

Contractor Name: UNDC

POWER BETWEEN
301V AND 15KV

THIS PROJECT REQUIRES
COORDINATION WITH
UT: A027SSQ

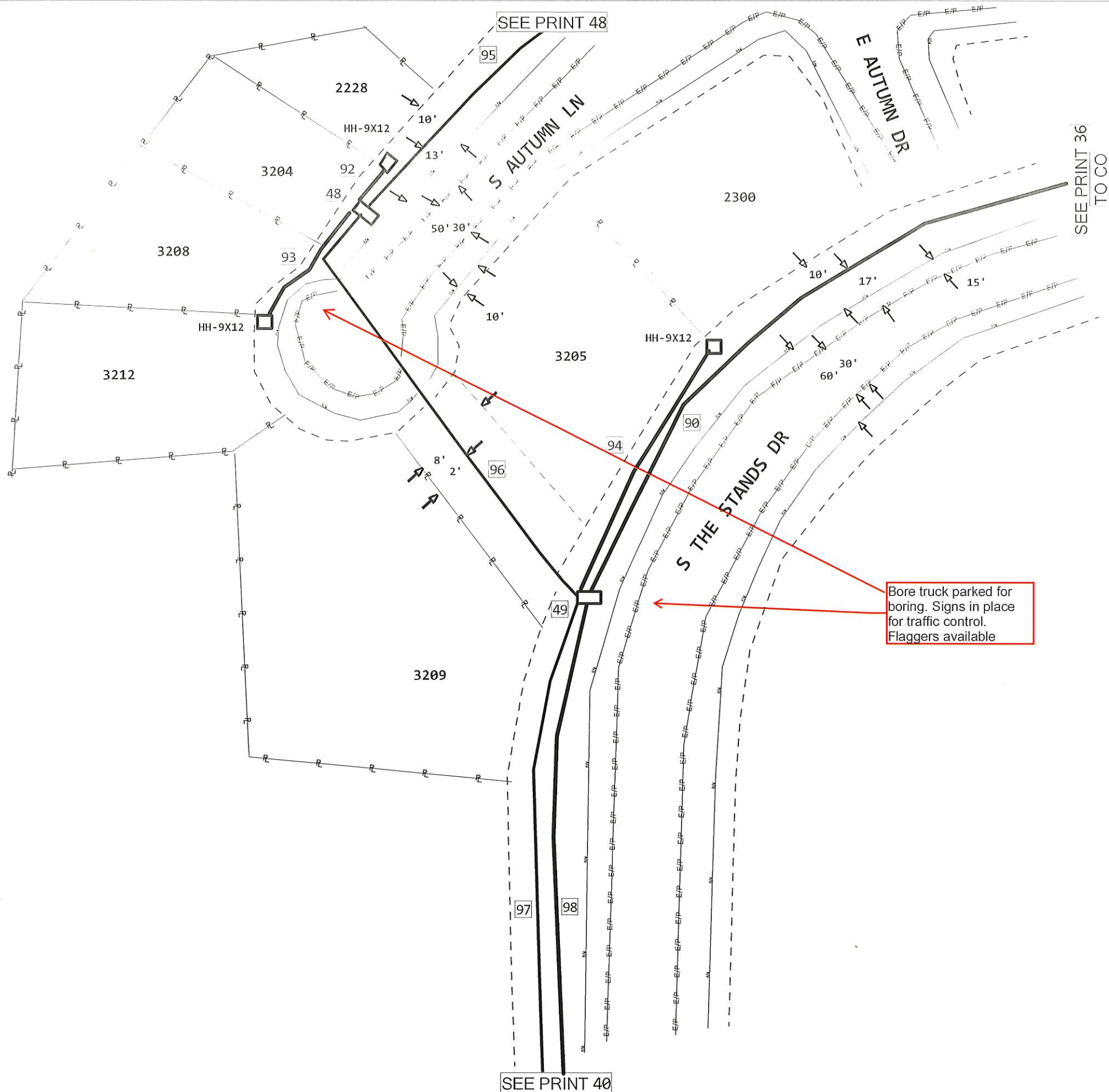
PROJECT # A0280AM		DATE SVC REQ'D 06/30/2022	
NPANNX 812332	GEO LOC N33171	CLLI bltnin01	
PRIMARY ENGR.: MULLIS, ANDREW J			
ENGR. ID: AM5495		PERMIT REQ'D.	Y
PHONE #: 8123344521		PRINT 40 OF 63	

49 F3205
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5

48 F3204
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5

4C
HH-13X19X12
2 EXEMPT MATERIAL ONLY
2 SVA ONLY - PLACE/REPLACE

845C
HH-9X12
3 EXEMPT MATERIAL ONLY
3 SVA ONLY - PLACE/REPLACE



CABLE SHOWN
ON PRINT 11

4C
1
INNERDUCT1-2"
386 EXEMPT MATERIAL ONLY
386 BURY, ANY METHOD, ANY DEP
97 386' INNERDUCT1-2" (PPA) 4C

PRINT 36
90 890' INNERDUCT1-1.25" (PPA) 845C

845C
4
INNERDUCT1-1.25
386 EXEMPT MATERIAL ONLY
386 BURY, ANY METHOD, ANY DEP
98 386' INNERDUCT1-1.25" (PPA) 845C

4C
2
INNERDUCT1-2"
261 EXEMPT MATERIAL ONLY
261 BURY, ANY METHOD, ANY DEP
96 261' INNERDUCT1-2" (PPA) 4C

4C
3
INNERDUCT1-2"
292 EXEMPT MATERIAL ONLY
292 BURY, ANY METHOD, ANY DEP
95 292' INNERDUCT1-2" (PPA) 4C

845C
5
INNERDUCT1-1.25
143 EXEMPT MATERIAL ONLY
143 BURY, ANY METHOD, ANY DEP
94 143' INNERDUCT1-1.25" (PPA) 845C

845C
6
INNERDUCT1-1.25
70 EXEMPT MATERIAL ONLY
70 BURY, ANY METHOD, ANY DEP
93 70' INNERDUCT1-1.25" (PPA) 845C

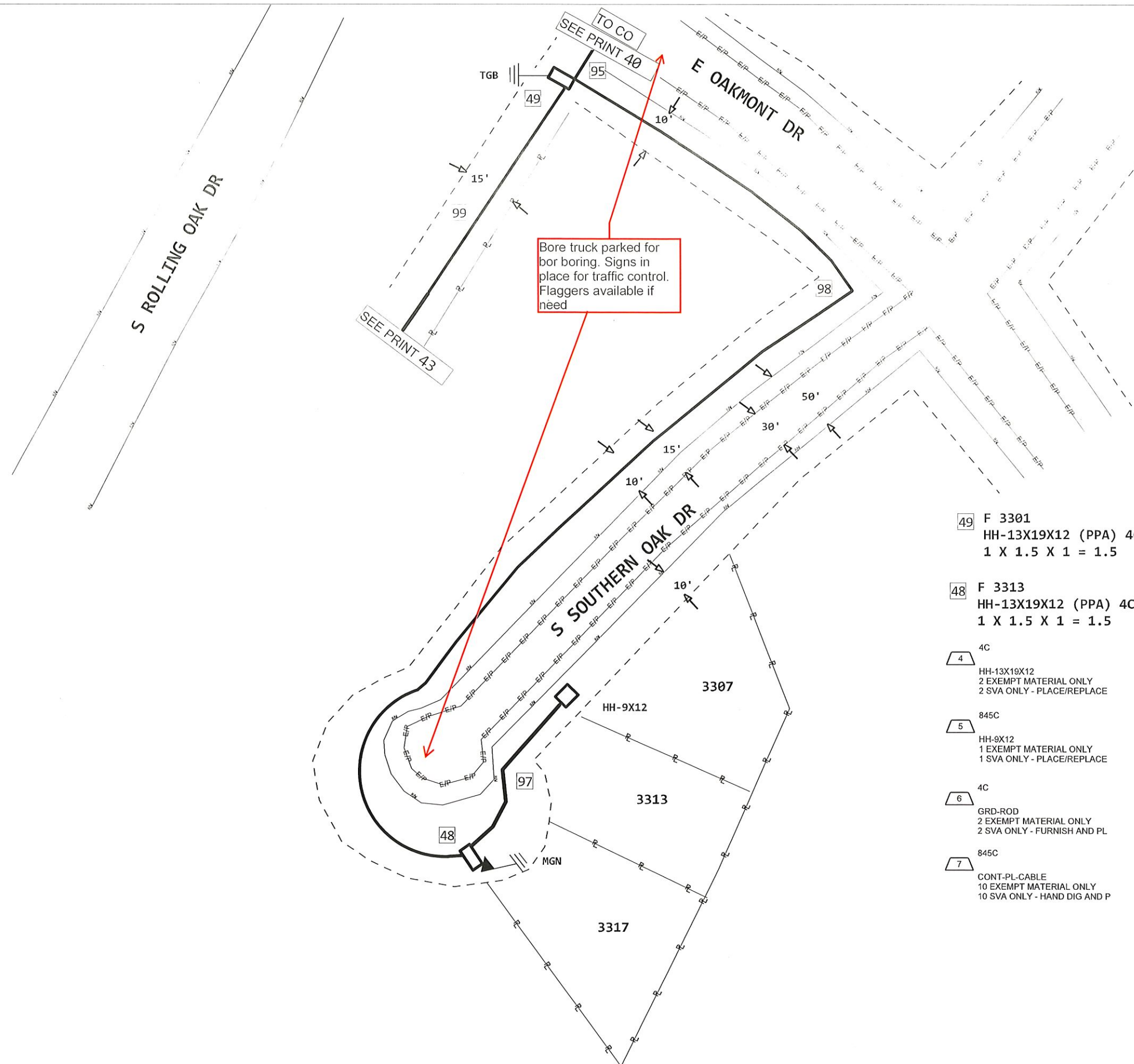
845C
7
INNERDUCT1-1.25
86 EXEMPT MATERIAL ONLY
86 BURY, ANY METHOD, ANY DEP
92 86' INNERDUCT1-1.25" (PPA) 845C

4C
10
1 MW CWA ONLY INSPECTOR
845C
11
1 MW CWA ONLY INSPECTOR

Contractor Name: UNDC
POWER BETWEEN
301V AND 15KV

THIS PROJECT REQUIRES
COORDINATION WITH
UT: A027SSQ

PROJECT # A0280AM		DATE SVC REQ'D 06/30/2022	
NPANNX 812332	GEO LOC N33171	CLLI bltnin01	
PRIMARY ENGR.: MULLIS, ANDREW J			
ENGR. ID: AM5495		PERMIT REQ'D.	Y
PHONE #: 8123344521		PRINT 41 OF 63	



CABLE SHOWN
ON PRINT 12

- 4C
1
INNERDUCT1-2"
190 EXEMPT MATERIAL ONLY
190 BURY, ANY METHOD, ANY DEP
99 190' INNERDUCT1-2" (PPA) 4C
- 4C
2
INNERDUCT1-2"
625 EXEMPT MATERIAL ONLY
625 BURY, ANY METHOD, ANY DEP
98 625' INNERDUCT1-2" (PPA) 4C
- 845C
3
INNERDUCT1-1.25
75 EXEMPT MATERIAL ONLY
75 BURY, ANY METHOD, ANY DEP DURALINE
97 75' INNERDUCT1-1.25" (PPA) 845C
- PRINT 40
3
95 278' INNERDUCT1-2" (PPA) 4C

- 49 F 3301
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5
- 48 F 3313
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5
- 4C
4
HH-13X19X12
2 EXEMPT MATERIAL ONLY
2 SVA ONLY - PLACE/REPLACE
- 845C
5
HH-9X12
1 EXEMPT MATERIAL ONLY
1 SVA ONLY - PLACE/REPLACE
- 4C
6
GRD-ROD
2 EXEMPT MATERIAL ONLY
2 SVA ONLY - FURNISH AND PL
- 845C
7
CONT-PL-CABLE
10 EXEMPT MATERIAL ONLY
10 SVA ONLY - HAND DIG AND P

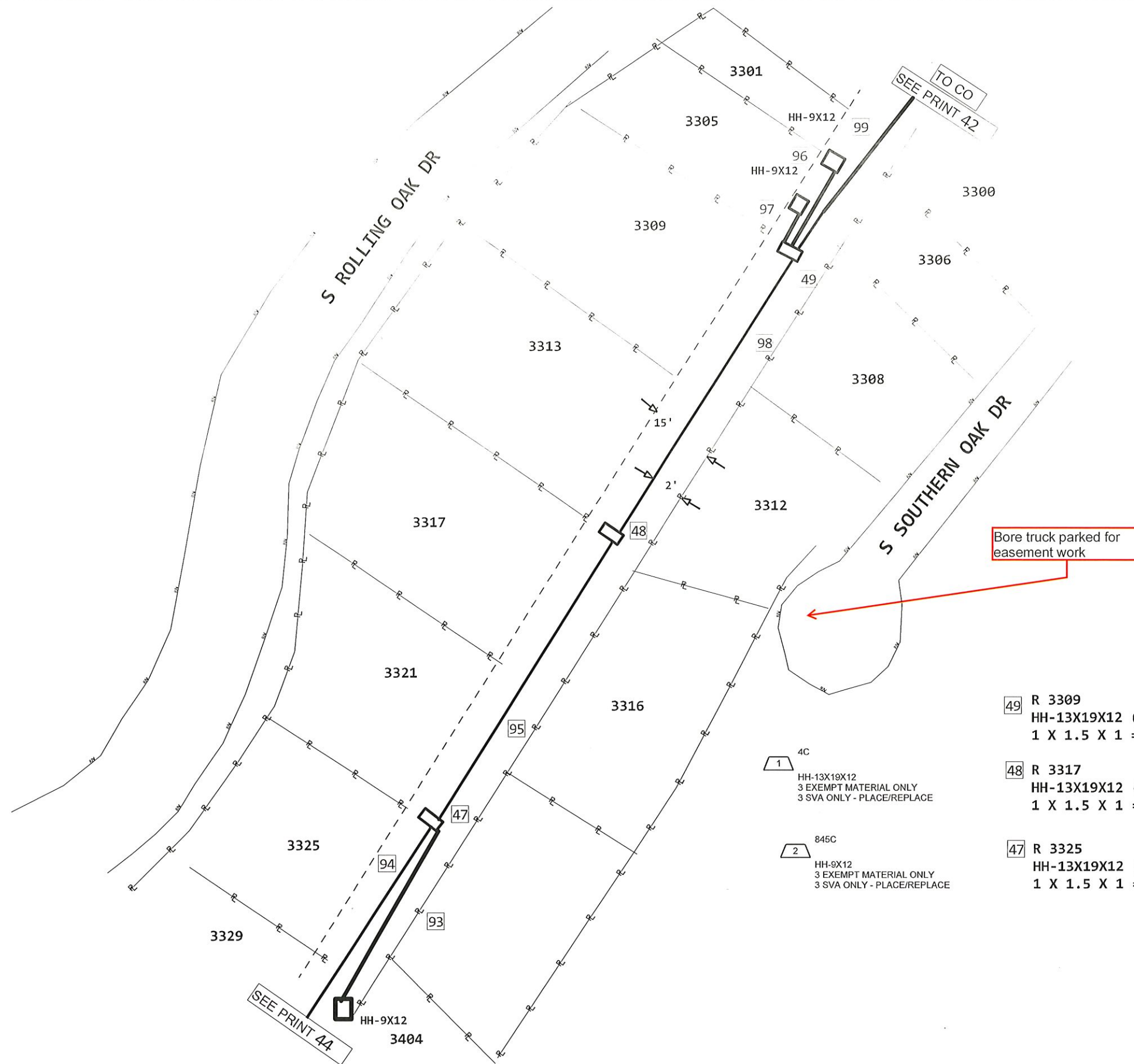
- 4C
8
1 MW CWA ONLY INSPECTOR
- 845C
9
1 MW CWA ONLY INSPECTOR

Contractor Name: UNDC

POWER BETWEEN
301V AND 15KV

THIS PROJECT REQUIRES
COORDINATION WITH
UT: A027SSQ

PROJECT # A0280AM		DATE SVC REQ'D 06/30/2022
NPANNX 812332	GEO LOC N33171	CLLI bltnin01
PRIMARY ENGR.: MULLIS, ANDREW J		
ENGR. ID: AM5495	PERMIT REQ'D.	Y
PHONE #: 8123344521	PRINT 42 OF 63	



CABLE SHOWN
ON PRINT 13

PRINT 42

- 99 190' INNERDUCT1-2" (PPA) 4C
4C
INNERDUCT1-2"
185 EXEMPT MATERIAL ONLY
185 BURY, ANY METHOD, ANY DEP
- 98 186' INNERDUCT1-2" (PPA) 4C
845C
INNERDUCT1-1.25
25 EXEMPT MATERIAL ONLY
25 BURY, ANY METHOD, ANY DEP
- 97 25' INNERDUCT1-1.25" (PPA) 845C
845C
INNERDUCT1-1.25
92 EXEMPT MATERIAL ONLY
92 BURY, ANY METHOD, ANY DEP
- 96 92' INNERDUCT1-1.25" (PPA) 845C
4C
INNERDUCT1-2"
185 EXEMPT MATERIAL ONLY
185 BURY, ANY METHOD, ANY DEP
- 95 185' INNERDUCT1-2" (PPA) 4C
4C
INNERDUCT1-2"
358 EXEMPT MATERIAL ONLY
358 BURY, ANY METHOD, ANY DEP
- 94 358' INNERDUCT1-2" (PPA) 4C
845C
INNERDUCT1-1.25
99 EXEMPT MATERIAL ONLY
99 BURY, ANY METHOD, ANY DEP
- 93 99' INNERDUCT1-1.25" (PPA) 845C

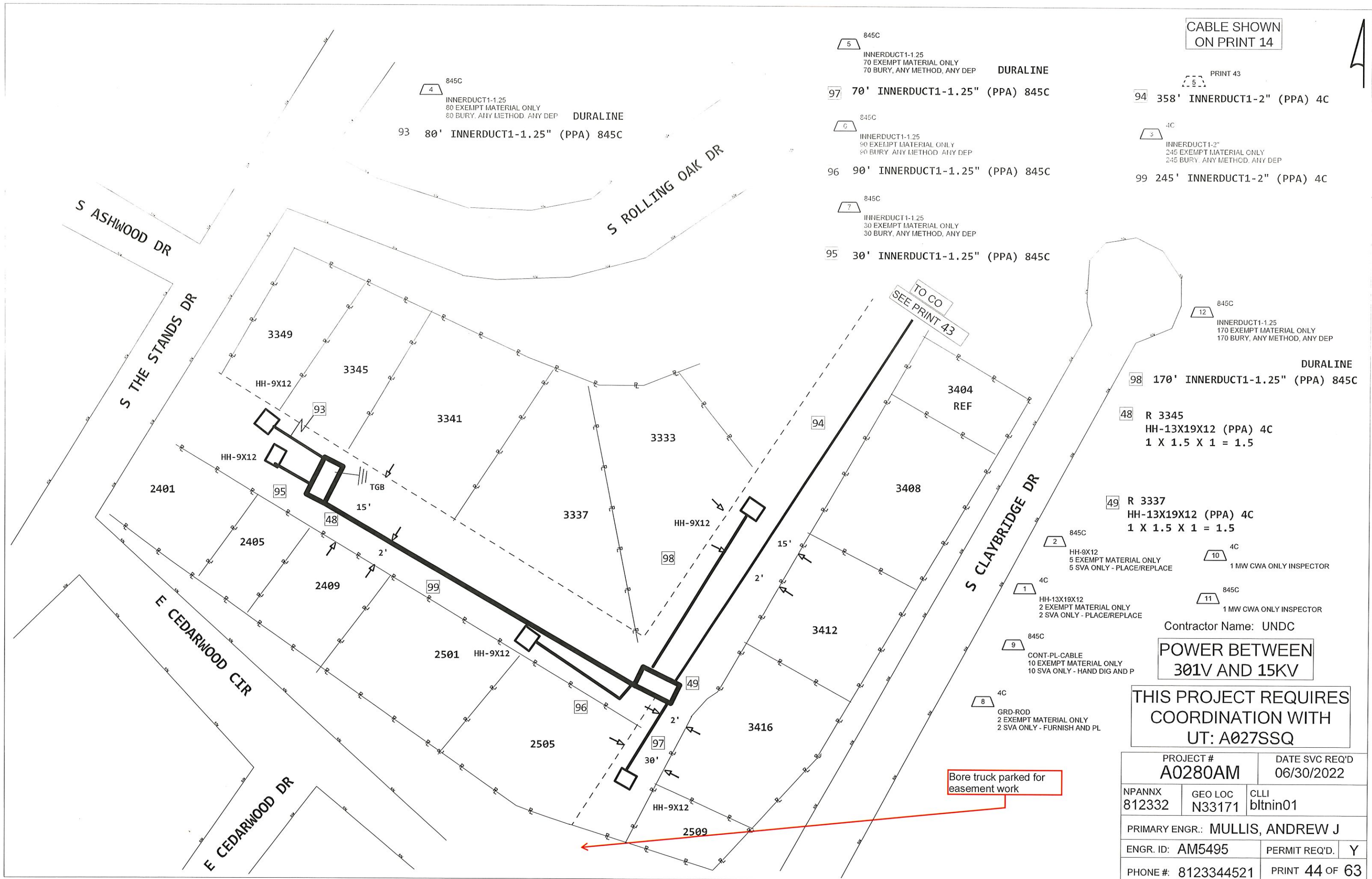
- 9 4C
1 MW CWA ONLY INSPECTOR
- 10 845C
1 MW CWA ONLY INSPECTOR

Contractor Name: UNDC

POWER BETWEEN
301V AND 15KV

THIS PROJECT REQUIRES
COORDINATION WITH
UT: A027SSQ

PROJECT # A0280AM		DATE SVC REQ'D 06/30/2022	
NPANNX 812332	GEO LOC N33171	CLLI bltnin01	
PRIMARY ENGR.: MULLIS, ANDREW J			
ENGR. ID: AM5495		PERMIT REQ'D.	Y
PHONE #: 8123344521		PRINT 43 OF 63	



49 F2344
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5

48 F2328
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5

47 R2317
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5

845C
2
HH-9X12
2 EXEMPT MATERIAL ONLY
2 SVA ONLY - PLACE/REPLACE
4C

1
HH-13X19X12
3 EXEMPT MATERIAL ONLY
3 SVA ONLY - PLACE/REPLACE

CABLE SHOWN
ON PRINT 16

4C
3
INNERDUCT1-2"
308 EXEMPT MATERIAL ONLY
308 BURY, ANY METHOD, ANY DEP
99 308' INNERDUCT1-2" (PPA) 4C

4C
4
INNERDUCT1-2"
328 EXEMPT MATERIAL ONLY
328 BURY, ANY METHOD, ANY DEP
98 328' INNERDUCT1-2" (PPA) 4C

PRINT 45
7
92 342' INNERDUCT1-2" (PPA) 4C

845C
5
INNERDUCT1-1.25
130 EXEMPT MATERIAL ONLY
130 BURY, ANY METHOD, ANY DEP
96 130' INNERDUCT1-1.25" (PPA) 845C

845C
6
INNERDUCT1-1.25
186 EXEMPT MATERIAL ONLY
186 BURY, ANY METHOD, ANY DEP
95 186' INNERDUCT1-1.25" (PPA) 845C

PRINT 45
8
DURALINE
94 120' INNERDUCT1-2" (PPA) 4C

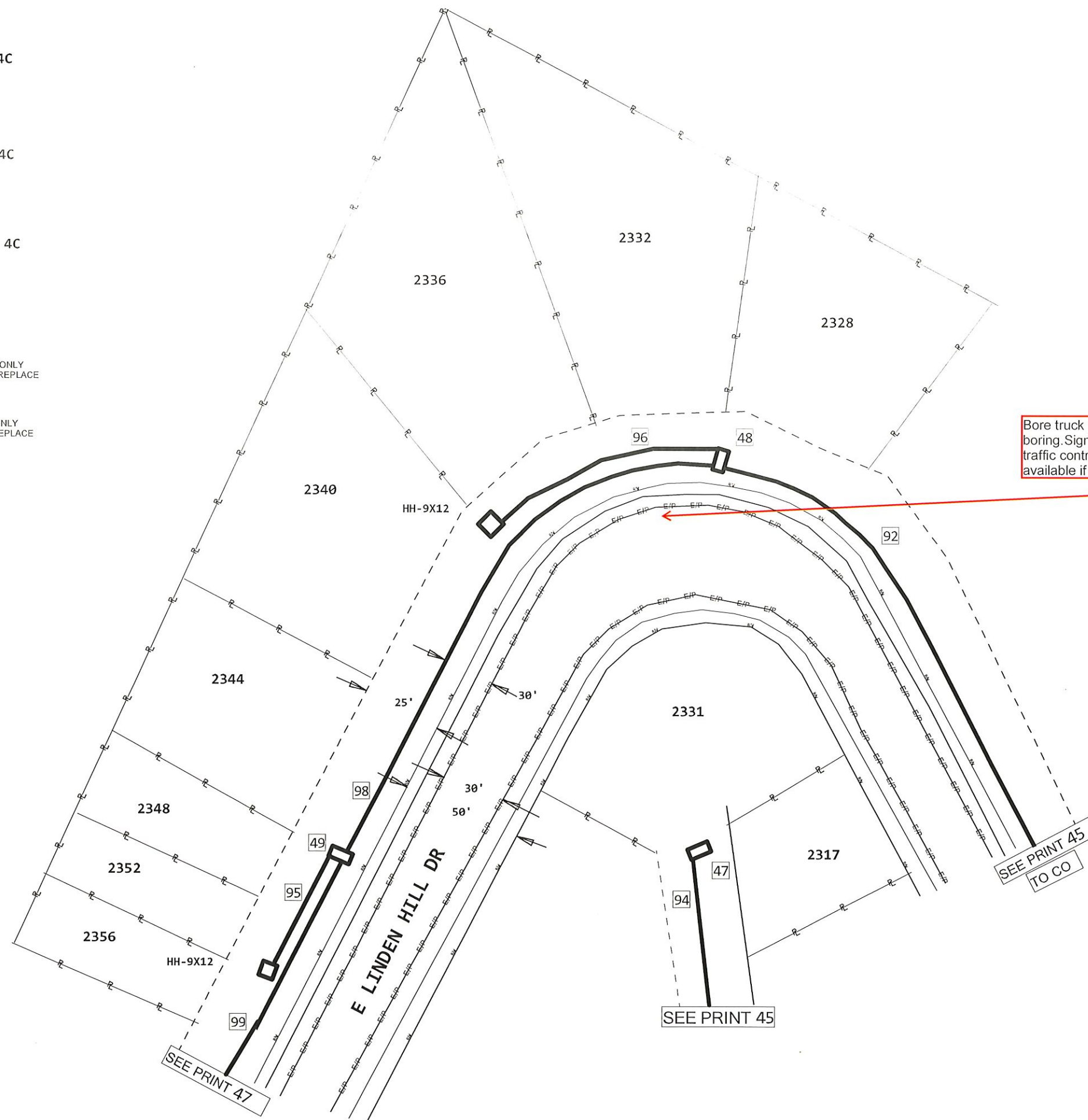
4C
8
1 MW CWA ONLY INSPECTOR
845C
9
1 MW CWA ONLY INSPECTOR

Contractor Name: UNDC

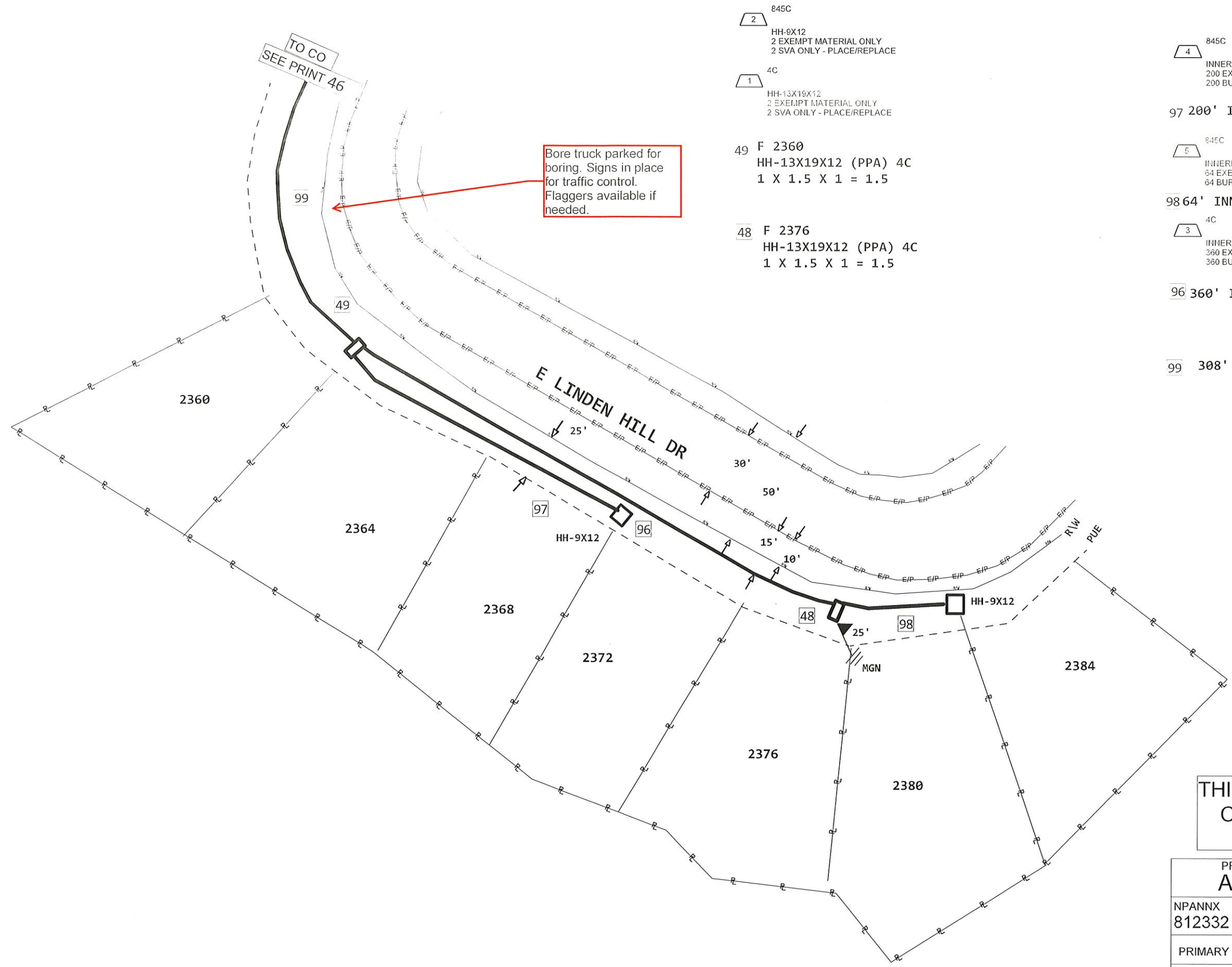
POWER BETWEEN
301V AND 15KV

THIS PROJECT REQUIRES
COORDINATION WITH
UT:A027SSQ

PROJECT # A0280AM		DATE SVC REQ'D 06/30/2022	
NPANNX 812332	GEO LOC N33171	CLLI bltnin01	
PRIMARY ENGR.: MULLIS, ANDREW J			
ENGR. ID: AM5495		PERMIT REQ'D.	Y
PHONE #: 8123344521		PRINT 46 OF 63	



CABLE SHOWN
ON PRINT 17



- 2 845C
HH-9X12
2 EXEMPT MATERIAL ONLY
2 SVA ONLY - PLACE/REPLACE
- 1 4C
HH-13X19X12
2 EXEMPT MATERIAL ONLY
2 SVA ONLY - PLACE/REPLACE

- 49 F 2360
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5
- 48 F 2376
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5

- 4 845C
INNERDUCT1-1.25
200 EXEMPT MATERIAL ONLY
200 BURY, ANY METHOD, ANY DEP

- 5 845C
INNERDUCT1-1.25
64 EXEMPT MATERIAL ONLY
64 BURY, ANY METHOD, ANY DEP DURALINE

- 3 4C
INNERDUCT1-2"
360 EXEMPT MATERIAL ONLY
360 BURY, ANY METHOD, ANY DEP

96 360' INNERDUCT1-2" (PPA) 4C

PRINT 46

99 308' INNERDUCT1-2" (PPA) 4C

- 6 4C
1 MW CWA ONLY INSPECTOR

- 7 845C
1 MW CWA ONLY INSPECTOR
Contractor Name: UNDC

POWER BETWEEN
301V AND 15KV

THIS PROJECT REQUIRES
COORDINATION WITH
UT: A027SSQ

PROJECT # A0280AM		DATE SVC REQ'D 06/30/2022	
NPANNX 812332	GEO LOC N33171	CLLI bltnin01	
PRIMARY ENGR.: MULLIS, ANDREW J			
ENGR. ID: AM5495		PERMIT REQ'D.	Y
PHONE #: 8123344521		PRINT 47 OF 63	

CABLESHOWN
ON PRINT 18



4C
1
HH-13X19X12
3 EXEMPT MATERIAL ONLY
3 SVA ONLY - PLACE/REPLACE

845C
2
HH-9X12
4 EXEMPT MATERIAL ONLY
4 SVA ONLY - PLACE/REPLACE

49
F2225
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5

48
F2233
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5

47
F3101
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5

845C
7
INNERDUCT1-1.25
40 EXEMPT MATERIAL ONLY
40 BURY, ANY METHOD, ANY DEP
DURALINE
92 40' INNERDUCT1-1.25" (PPA) 845C

845C
9
INNERDUCT1-1.25
88 EXEMPT MATERIAL ONLY
88 BURY, ANY METHOD, ANY DEP
93 88' INNERDUCT1-1.25" (PPA) 845C

4C
3
INNERDUCT1-2"
390 EXEMPT MATERIAL ONLY
390 BURY, ANY METHOD, ANY DEP
99 309' INNERDUCT1-2" (PPA) 4C

PRINT 41
4C
4
INNERDUCT1-2"
278 EXEMPT MATERIAL ONLY
278 BURY, ANY METHOD, ANY DEP
98 278' INNERDUCT1-2" (PPA) 4C

4C
5
INNERDUCT1-2"
140 EXEMPT MATERIAL ONLY
140 BURY, ANY METHOD, ANY DEP
DURALINE
97 140' INNERDUCT1-2" (PPA) 4C

845C
6
INNERDUCT1-1.25
114 EXEMPT MATERIAL ONLY
114 BURY, ANY METHOD, ANY DEP
96 114' INNERDUCT1-1.25" (PPA) 845C

845C
8
INNERDUCT1-1.25
89 EXEMPT MATERIAL ONLY
89 BURY, ANY METHOD, ANY DEP
94 89' INNERDUCT1-1.25" (PPA) 845C

4C
10
1 MW CWA ONLY INSPECTOR

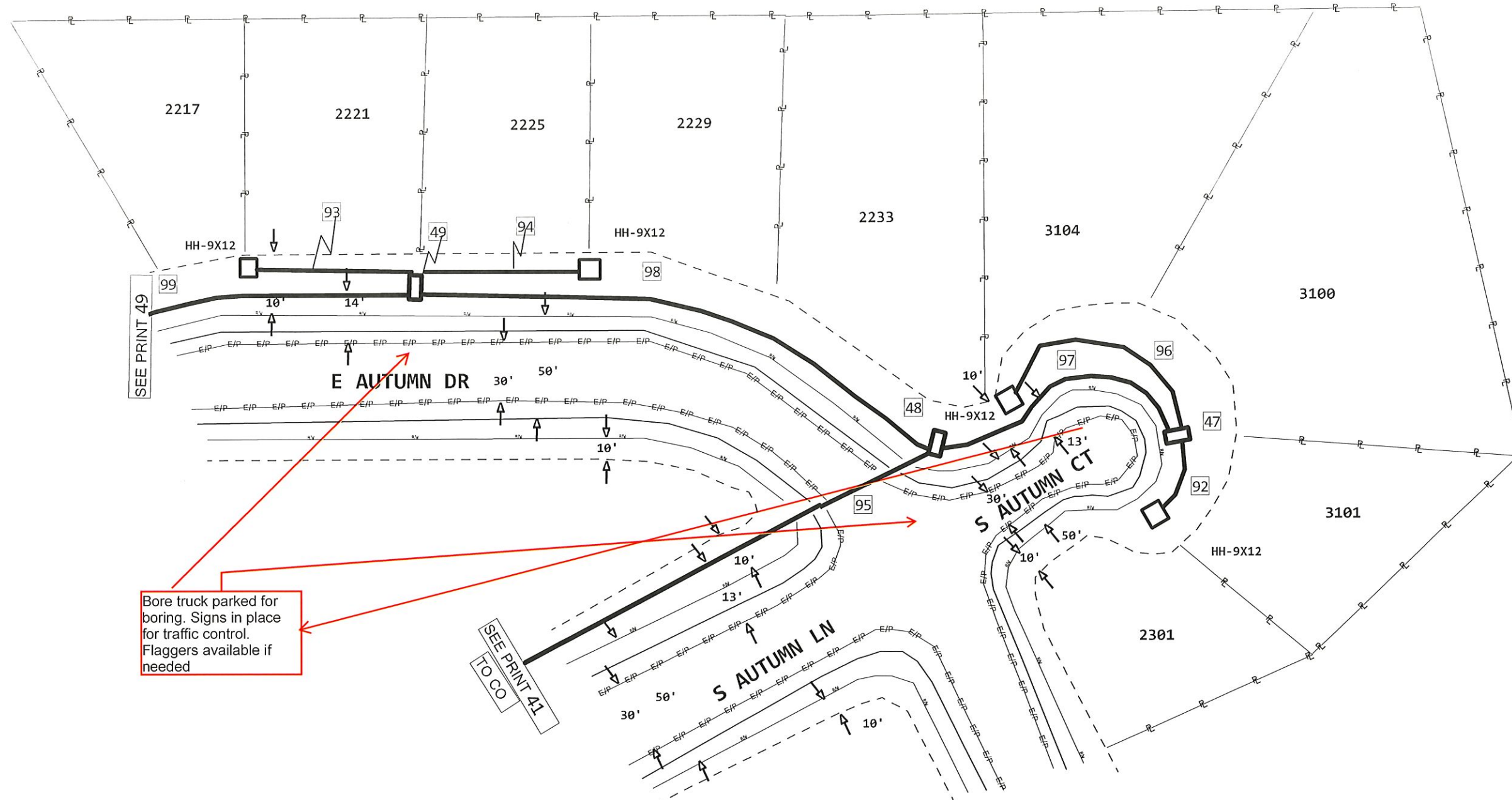
845C
11
1 MW CWA ONLY INSPECTOR

Contractor Name: UNDC

POWER BETWEEN
301V AND 15KV

THIS PROJECT REQUIRES
COORDINATION WITH
UT: A027SSQ

PROJECT # A0280AM		DATE SVC REQ'D 06/30/2022
NPANNX 812332	GEO LOC N33171	CLLI bltnin01
PRIMARY ENGR.: MULLIS, ANDREW J		
ENGR. ID: AM5495	PERMIT REQ'D.	Y
PHONE #: 8123344521	PRINT 48 OF 63	



Bore truck parked for
boring. Signs in place
for traffic control.
Flaggers available if
needed

SEE PRINT 41
TO CO

CABLE SHOWN
ON PRINT 19

PRINT 48

99 309' INNERDUCT1-2" (PPA) 4C

4C
INNERDUCT1-2"
120 EXEMPT MATERIAL ONLY
120 BURY ANY METHOD, ANY DEP

98 120' INNERDUCT1-2" (PPA) 4C

845C
INNERDUCT1-1.25
90 EXEMPT MATERIAL ONLY
90 BURY, ANY METHOD, ANY DEP

97 90' INNERDUCT1-1.25" (PPA) 845C

845C
INNERDUCT1-1.25
95 EXEMPT MATERIAL ONLY
95 BURY, ANY METHOD, ANY DEP DURALINE

96 95' INNERDUCT1-1.25" (PPA) 845C

845C
INNERDUCT1-1.25
144 EXEMPT MATERIAL ONLY
144 BURY, ANY METHOD, ANY DEP DURALINE

95 144' INNERDUCT1-1.25" (PPA) 845C

4C
7 1 MW CWA ONLY INSPECTOR

845C
8 1 MW CWA ONLY INSPECTOR

Contractor Name: UNDC

POWER BETWEEN
301V AND 15KV

THIS PROJECT REQUIRES
COORDINATION WITH
UT:A027SSQ

PROJECT #
A0280AM

DATE SVC REQ'D
06/30/2022

NPANNX
812332

GEO LOC
N33171

CLLI
bltnin01

PRIMARY ENGR.: MULLIS, ANDREW J

ENGR. ID: AM5495

PERMIT REQ'D. Y

PHONE #: 8123344521

PRINT 49 OF 63

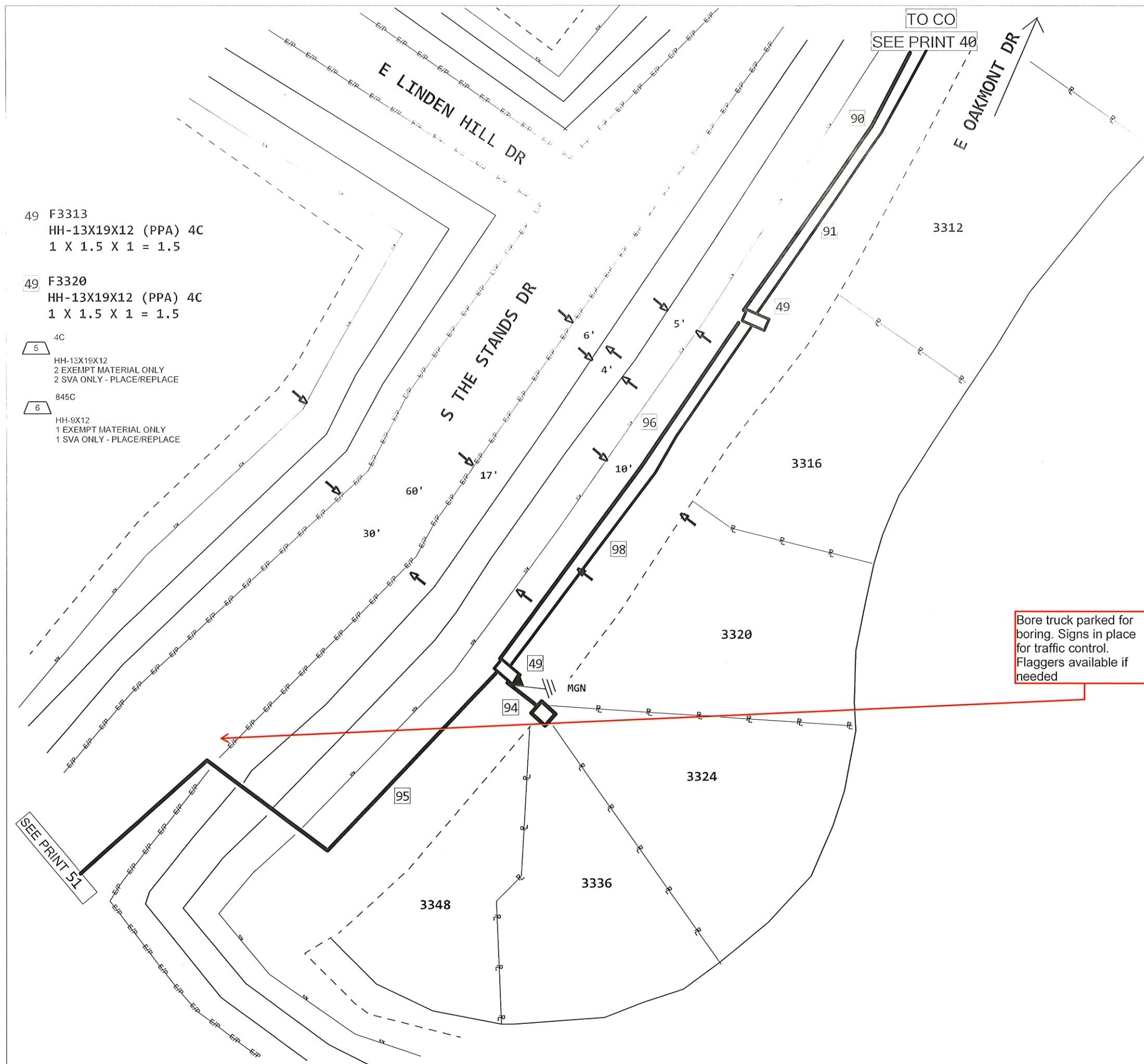
4C
1 HH-13X19X12
2 EXEMPT MATERIAL ONLY
2 SVA ONLY - PLACE REPLACE

845C
2 HH-9X12
3 EXEMPT MATERIAL ONLY
3 SVA ONLY - PLACE/REPLACE

49 F2209
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5

48 F2208
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5

Bore truck parked for
boring. Signs in place for
traffic control. Flaggers
available if needed



49 F3313
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5

49 F3320
HH-13X19X12 (PPA) 4C
1 X 1.5 X 1 = 1.5

4C
5 HH-13X19X12
2 EXEMPT MATERIAL ONLY
2 SVA ONLY - PLACE/REPLACE

845C
6 HH-9X12
1 EXEMPT MATERIAL ONLY
1 SVA ONLY - PLACE/REPLACE

CABLE SHOWN
ON PRINT 20

PRINT 40
91 274' INNERDUCT1-2" (PPA) 4C

PRINT 40
90 274' INNERDUCT1-1.25" (PPA) 845C

4C
1 INNERDUCT1-2"
219 EXEMPT MATERIAL ONLY
219 BURY, ANY METHOD, ANY DEP
98 219' INNERDUCT1-2" (PPA) 4C

845C
2 INNERDUCT1-1.25
219 EXEMPT MATERIAL ONLY
219 BURY, ANY METHOD, ANY DEP
96 219' INNERDUCT1-1.25" (PPA) 845C

845C
3 INNERDUCT1-1.25
1450 EXEMPT MATERIAL ONLY
1450 BURY, ANY METHOD, ANY DEP
95 1450' INNERDUCT1-1.25" (PPA) 845C

845C
4 INNERDUCT1-1.25
25 EXEMPT MATERIAL ONLY
25 BURY, ANY METHOD, ANY DEP
94 25' INNERDUCT1-1.25" (PPA) 845C

845C
8 1 MW CWA ONLY INSPECTOR
4C
7 1 MW CWA ONLY INSPECTOR

Contractor Name: UNDC

POWER BETWEEN
301V AND 15KV

THIS PROJECT REQUIRES
COORDINATION WITH
UT: A027SSQ

PROJECT # A0280AM		DATE SVC REQ'D 06/30/2022	
NPANNX 812332	GEO LOC N33171	CLLI bltnin01	
PRIMARY ENGR.: MULLIS, ANDREW J			
ENGR. ID: AM5495		PERMIT REQ'D.	Y
PHONE #: 8123344521		PRINT 50 OF 63	

4

PROJECT # A0280AM		DATE SVC REQ'D 06/30/2022	
NPANNX 812332	GEO LOC N33171	CLLI bltnin01	
PRIMARY ENGR.: MULLIS, ANDREW J			
ENGR. ID: AM5495		PERMIT REQ'D.	Y
PHONE #: 8123344521		PRINT 51 OF 63	

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Board of Public Works Staff Report

Project/Event: Change Order #1 to Contract with Strauser Construction Co., Inc. for Remodel of Fire Station #5

Petitioner/Representative: J.D. Boruff, Public Works

Staff Representative: J.D. Boruff

Meeting Date: July 5, 2022

After construction began on this project, the contractor and Fire Department staff identified changes they deem necessary. These changes include:

1. Placing a masonry course under the bottom plate of the wall and installing FRP (fiberglass reinforced plastic) sheets to the side of the wall facing the equipment bay. This will effectively waterproof the wall and allow the crew to wash the engine inside the equipment bay during cold weather months. The cost of this additional work will be \$4,320.00.
2. Additional electrical circuits in the newly constructed wall to accommodate exercise equipment. The additional costs of this electrical work is \$2,000.00.
3. This change order also covers costs for kitchen appliances that exceeded the allowance in the original contract by \$635.00.
4. There was remediation work necessary once the base cabinets surrounding the sink were removed. Replacement of wet and damaged drywall and the repair of the water lines behind the cabinets cost an additional \$700.00.
5. An additional \$1,200.00 to cover the expenses of the contractor related to the delays caused by these changes, additional staff time to meet with architects, staff time to estimate costs for changes, and facilitation of remediation work.
6. Elimination of 3 tasks that include removal of overhead door and associated masonry work, and construction of 10 foot by 10 foot office in equipment bay. The deductions of these items totals \$5,600.00 that will be deducted from the contract price.

The original contract with Strauser Construction was for \$48,975.00. This change order will add up to a net increase of the contract not to exceed amount of \$4,855.00. This will result in a new contract amount of \$53,830

Respectfully Submitted,

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

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Strauser Construction, Inc.

Contract Amount: \$53,830.00

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

PURCHASE INFORMATION

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

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

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

	Yes	No		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 checked="" 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:

Change Order #1 to Contract with Strauser Construction, Inc. for remodel of Fire Station #5 will add an additional \$4,855.00, making the Do Not Exceed amount \$53,830.00.

J. D. Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department

Change Order Proposal

To: City of Bloomington Public Works
Attn: J.D. Boruff

June 28, 2022

Re: Bloomington Fire Station # 5
1987 S. Henderson Street

Change Order Proposal # 1 Rev1

Additional Work Items

Labor, material and equipment for the following work:
Per Revised Drawing Sheet AE101

Scope	Item Cost
• Smooth FRP panels Fire Bay side of new divider wall	\$4,320.00
• Electrical	\$2,000.00
<i>Rough-in electrical boxes only in new wall between Gym and Fire Bay</i>	
• Deduct original New Office	-3000
• Deduct Masonry infill work at OH Door	-1600
• Deduct removal of OH Door	-1000
• New masonry work, dowels, epoxy	\$1,600.00
• Remediation Work	\$700.00
• Appliance Allowance Overage	\$635.00
• General Conditions	\$1,200.00
	\$4,855.00

Total ADD \$4,855.00

Specific Exclusions:

- All work not specifically listed above
- Infra Red heater work, ERS work including rough-in and conduit
- New office work in Fire Bay Area

Respectfully submitted,

Lennie Strauser

Strauser Construction Co., Inc.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature _____
Date _____



Board of Public Works Claim Register

Invoice Date Range 06/25/22 -
07/08/22

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 43442 - Equipment Deposits				
Ellen Jay	01-trap deposit refund-6/23/22		07/08/2022	40.00
Rebecca Jewell	01-refund trap deposit-6/16/22		07/08/2022	40.00
Account 43442 - Equipment Deposits Totals			Invoice 2 Transactions	<hr/> \$80.00
Account 52110 - Office Supplies				
6530 - Office Depot, INC	01-plastic clipboards		07/08/2022	35.52
6530 - Office Depot, INC	01-clipboards, clear tape		07/08/2022	40.11
Account 52110 - Office Supplies Totals			Invoice 2 Transactions	<hr/> \$75.63
Account 52210 - Institutional Supplies				
313 - Fastenal Company	01-paper towels		07/08/2022	157.04
313 - Fastenal Company	01- laundry detergent, trash bags		07/08/2022	1,032.19
4586 - Hill's Pet Nutrition Sales, INC	01-dog, puppy & kitten food		07/08/2022	364.26
3929 - IDEXX Laboratories, INC	01-FIV/FelV & 4DX diagnostic kits		07/08/2022	1,575.93
4574 - John Deere Financial (Rural King)	01-animal food-canine & feline		07/08/2022	367.79
4574 - John Deere Financial (Rural King)	01-litter-12 40lb bags pellet bedding		07/08/2022	62.28
4549 - Kroger Limited Partnership I	01-Rabbit Food-turnip greens, cilantro, choy		07/08/2022	6.21
4549 - Kroger Limited Partnership I	01-catmilk - rabbit food		07/08/2022	7.98



Board of Public Works Claim Register

Invoice Date Range 06/25/22 -
07/08/22

4633 - Midwest Veterinary Supply, INC	01-disposable vinyl exam gloves (XL)	07/08/2022	19.68
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (M & L), fluids and syringes	07/08/2022	324.36
4633 - Midwest Veterinary Supply, INC	01-antibiotics, gloves, fluid, antifungals, syringes	07/08/2022	619.92
4137 - Patterson Veterinary Supply, INC	01-IV needle sets and nursing bottles	07/08/2022	182.62
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay, shelter canine - product return	07/08/2022	(75.00)
4666 - Zoetis, INC	01-antibiotics, heartworm meds, FeLV diagnostics kit	07/08/2022	942.78
Account 52210 - Institutional Supplies Totals		Invoice 14 Transactions	<hr/> \$5,588.04
Account 52340 - Other Repairs and Maintenance			
313 - Fastenal Company	01- laundry detergent, trash bags	07/08/2022	23.07
6530 - Office Depot, INC	01-wall file - letter	07/08/2022	16.89
6530 - Office Depot, INC	01-name badges	07/08/2022	22.43
6530 - Office Depot, INC	01-name badge holder, badge inserts	07/08/2022	122.03
Account 52340 - Other Repairs and Maintenance Totals		Invoice 4 Transactions	<hr/> \$184.42
Account 53130 - Medical			
3376 - Bloomington Pets Alive, INC	01-Spay/Neuter/vaccines-4/6-4/28/22	07/08/2022	2,558.60
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries	07/08/2022	844.77
Account 53130 - Medical Totals		Invoice 2 Transactions	<hr/> \$3,403.37
Account 53220 - Postage			
4487 - PMB East, INC (PakMail)	01-BOH Shipping-6/14/22	07/08/2022	13.65
Account 53220 - Postage Totals		Invoice 1 Transactions	<hr/> \$13.65
Account 53510 - Electrical Services			



Board of Public Works Claim Register

Invoice Date Range 06/25/22 -
07/08/22

223 - Duke Energy	02-Facilities Summary Billing Electric bill-3/3-6/9/22	06/27/2022	3,517.80
	Account 53510 - Electrical Services Totals	Invoice 1 Transactions	<hr/> \$3,517.80
Account 53610 - Building Repairs			
4483 - City Lawn Corporation	01-Mowing @ 3410 S Walnut 5/6, 5/13 & 5/20/22	BC 2021-104 07/08/2022	360.00
321 - Harrell Fish, INC (HFI)	01-ACC-Additional Fees for Delivery&Disposal of Incinerator	07/08/2022	6,100.00
	Account 53610 - Building Repairs Totals	Invoice 2 Transactions	<hr/> \$6,460.00
Account 53990 - Other Services and Charges			
4045 - Datamars, INC	01-Microchip Registrations	07/08/2022	19.98
	Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions	<hr/> \$19.98
Account 54510 - Other Capital Outlays			
321 - Harrell Fish, INC (HFI)	01 - incinerator removal and installation	BC 2020-97 07/08/2022	27,850.00
	Account 54510 - Other Capital Outlays Totals	Invoice 1 Transactions	<hr/> \$27,850.00
	Program 010000 - Main Totals	Invoice 30 Transactions	<hr/> \$47,192.89
Program 010001 - Donations Over \$5K			
Account 52210 - Institutional Supplies			
4586 - Hill's Pet Nutrition Sales, INC	01-Prescription Food-canine/feline	07/08/2022	319.91
	Account 52210 - Institutional Supplies Totals	Invoice 1 Transactions	<hr/> \$319.91
Account 53130 - Medical			
6529 - BloomingPaws, LLC	01-Heartworm Treatment	07/08/2022	234.64
	Account 53130 - Medical Totals	Invoice 1 Transactions	<hr/> \$234.64
	Program 010001 - Donations Over \$5K Totals	Invoice 2 Transactions	<hr/> \$554.55



Board of Public Works Claim Register

Invoice Date Range 06/25/22 -
07/08/22
\$47,747.44

Department **01 - Animal Shelter** Totals

Invoice 32
Transactions

Department **02 - Public Works**

Program **020000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC

19-Binder

07/08/2022

8.80

Account **52110 - Office Supplies** Totals

Invoice 1
Transactions

\$8.80

Account **53170 - Mgt. Fee, Consultants, and Workshops**

7905 - IMS Infrastructure Management Services, LLC

20-Asset management data collection services

BC 2021-81

07/08/2022

4,094.76

Account **53170 - Mgt. Fee, Consultants, and Workshops** Totals

Invoice 1
Transactions

\$4,094.76

Account **53910 - Dues and Subscriptions**

7450 - International City/County Management Association

02-ICMA Annual Membership Renewal for Michael Large

07/08/2022

200.00

Account **53910 - Dues and Subscriptions** Totals

Invoice 1
Transactions

\$200.00

Account **53990 - Other Services and Charges**

19618 - ONI Risk Partners, INC, DBA EPIC Insurance Midwest

02-Surety Bond for C. Smith Notary Renewal

07/08/2022

75.00

Account **53990 - Other Services and Charges** Totals

Invoice 1
Transactions

\$75.00

Program **020000 - Main** Totals

Invoice 4
Transactions

\$4,378.56

Department **02 - Public Works** Totals

Invoice 4
Transactions

\$4,378.56

Department **03 - City Clerk**

Program **030000 - Main**

Account **53230 - Travel**

5461 - Nicole Bolden

03-Clerk ILMCT conference-lodging and meal reimbursement

07/08/2022

347.32



Board of Public Works Claim Register

Invoice Date Range 06/25/22 -
07/08/22

Account **53320 - Advertising**

6891 - Gatehouse Media Indiana Holdings

6891 - Gatehouse Media Indiana Holdings

Account 53230 - Travel Totals	Invoice 1 Transactions	\$347.32
03-Clerk Advertising Res 22-09	07/08/2022	318.78
03-Clerk Advertising 6-1 Public Hearing	07/08/2022	40.94

Account 53320 - Advertising Totals	Invoice 2 Transactions	\$359.72
Program 030000 - Main Totals	Invoice 3 Transactions	\$707.04
Department 03 - City Clerk Totals	Invoice 3 Transactions	\$707.04

Department **04 - Economic & Sustainable Dev**

Program **040000 - Main**

Account **53960 - Grants**

746 - Early Music Associates, INC

8213 - Tomas Lozano Ramos

04 - Grant to Bloomington Bach Cantata Project	07/08/2022	1,500.00
04: Art Grant-Lozano	07/08/2022	1,000.00
Account 53960 - Grants Totals	Invoice 2 Transactions	\$2,500.00
Program 040000 - Main Totals	Invoice 2 Transactions	\$2,500.00

Program **04RCVR - Recover Foward**

Account **53960 - Grants**

818 - Everywhere Signs, LLC

04-BCT Marquee Repair (Centennial Support)	07/08/2022	450.00
Account 53960 - Grants Totals	Invoice 1 Transactions	\$450.00

Account **53970 - Mayor's Promotion of Business**

7981 - Staples Marketing, LLC (Affirm)

04-TDM Program Website Development	07/08/2022	16,800.00
Account 53970 - Mayor's Promotion of Business Totals	Invoice 1 Transactions	\$16,800.00



Board of Public Works Claim Register

Invoice Date Range 06/25/22 -
07/08/22
\$17,250.00

Program **04RCVR - Recover Foward** Totals

Invoice 2
Transactions

Program **04WALD - Waldron Arts Center**

Account **53990 - Other Services and Charges**

8220 - Elise Tirmenstein

04-Bartender Fee-6/15/22 Gallery Walk Receptionion

07/08/2022

150.00

8166 - Emma Walsh

04-Waldron Entertainment-Barncats 1 hr gig- March 3
2022

07/08/2022

100.00

Account **53990 - Other Services and Charges** Totals

Invoice 2
Transactions

\$250.00

Program **04WALD - Waldron Arts Center** Totals

Invoice 2
Transactions

\$250.00

Department **04 - Economic & Sustainable Dev** Totals

Invoice 6
Transactions

\$20,000.00

Department **06 - Controller's Office**

Program **060000 - Main**

Account **53730 - Machinery and Equipment Rental**

371 - Pitney Bowes, INC

06-Mail Meter Rental 3/31/2022-6/29/2022

07/08/2022

120.00

Account **53730 - Machinery and Equipment Rental** Totals

Invoice 1
Transactions

\$120.00

Account **53910 - Dues and Subscriptions**

202 - Government Finance Officers Association

06-GFOA 2022 Membership dues for Controllers Office

07/08/2022

640.00

7771 - International Data Base Corp (BidNet Direct)

06-Vendor Registration Tool Sub-6/1/22-5/31/23

07/08/2022

2,000.00

Account **53910 - Dues and Subscriptions** Totals

Invoice 2
Transactions

\$2,640.00

Account **53990 - Other Services and Charges**

910 - BKD, LLP

06-assistance with preparation of 2020 GAAP financial
statements

07/08/2022

8,840.00

5444 - Tyler Technologies, INC

06-Energov Community Dev Software-testing &consulting-
May 2022

07/08/2022

7,718.75

Account **53990 - Other Services and Charges** Totals

Invoice 2
Transactions

\$16,558.75



Board of Public Works Claim Register

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Program 060000 - Main Totals	Invoice 5	\$19,318.75
Department 06 - Controller's Office Totals	Transactions	
	Invoice 5	\$19,318.75
	Transactions	

Department **07 - Engineering**

Program **070000 - Main**

Account **54110 - Land Purchase**

8012 - Zhenyu Yang	07-17th St MU Path-Parcel #32-53-05-28-300-063.000-005	06/29/2022	26,039.47
8012 - Zhenyu Yang	07-17th St Multi-Use Path Des #1900402-Parcel 32	06/29/2022	43,240.53
	Account 54110 - Land Purchase Totals	Invoice 2	\$69,280.00
		Transactions	

Account **54310 - Improvements Other Than Building**

7059 - Eagle Ridge Civil Engineering Services, LLC	07-Downtown Curb Ramps - PH #3 (PE)-Inv date 5/13/22 BC 2021-25	07/08/2022	6,607.55
	Account 54310 - Improvements Other Than Building Totals	Invoice 1	\$6,607.55
		Transactions	
	Program 070000 - Main Totals	Invoice 3	\$75,887.55
		Transactions	
	Department 07 - Engineering Totals	Invoice 3	\$75,887.55
		Transactions	

Department **09 - CFRD**

Program **090000 - Main**

Account **52420 - Other Supplies**

4549 - Kroger Limited Partnership I	09-After Hours Ambassador supplies; waters	07/08/2022	45.32
	Account 52420 - Other Supplies Totals	Invoice 1	\$45.32
		Transactions	
	Program 090000 - Main Totals	Invoice 1	\$45.32
		Transactions	
	Department 09 - CFRD Totals	Invoice 1	\$45.32
		Transactions	

Department **10 - Legal**



Board of Public Works Claim Register

Invoice Date Range 06/25/22 -
07/08/22

Program **100000 - Main**

Account **52420 - Other Supplies**

651 - Engraving & Stamp Center, INC	10- notary stamp forte	07/08/2022	32.50
Account 52420 - Other Supplies Totals		Invoice 1 Transactions	<hr/> \$32.50

Account **53120 - Special Legal Services**

7107 - Jawn J Bauer (Bauer & Densford)	10-J. Jones, L. McCracken-prof services May 2022	07/08/2022	172.50
19660 - Bose McKinney & Evans, LLP	10-Annexation Remonstrances-May 2022	07/08/2022	3,604.50
19660 - Bose McKinney & Evans, LLP	10- legal services Bose federally funded projects 825988	07/08/2022	3,000.00
205 - City Of Bloomington	10-PC reimb.-Mo Co Rec-recording fees-6/22/22	07/08/2022	50.00
608 - Krieg Devault, LLP	10-Governmental affairs-retainer agreement May 2022	07/08/2022	2,500.00
Account 53120 - Special Legal Services Totals		Invoice 5 Transactions	<hr/> \$9,327.00
Program 100000 - Main Totals		Invoice 6 Transactions	<hr/> \$9,359.50
Department 10 - Legal Totals		Invoice 6 Transactions	<hr/> \$9,359.50

Department **11 - Mayor's Office**

Program **110000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC	11 - Chair replacement	07/08/2022	512.99
6530 - Office Depot, INC	11 -Office Chair return (Inv #245089640001)	07/08/2022	(512.99)
6530 - Office Depot, INC	11 - Cleaning towels	07/08/2022	15.79
6530 - Office Depot, INC	11 - Paper (case)	07/08/2022	21.84
6530 - Office Depot, INC	11 - Paper plates	07/08/2022	31.62



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6530 - Office Depot, INC	11 - Disinfectant wipes	07/08/2022	21.99
6530 - Office Depot, INC	11 - dry erase markers	07/08/2022	5.60
6530 - Office Depot, INC	11-Paper goods, cleaner, dry erase markers	07/08/2022	37.71
53442 - Paragon Micro, INC	11 -webcam for Innovation	07/08/2022	64.99
Account 52110 - Office Supplies Totals		Invoice 9 Transactions	<hr/> \$199.54
Account 52420 - Other Supplies			
7149 - Namify, LLC	11-name badges	07/08/2022	29.00
Account 52420 - Other Supplies Totals		Invoice 1 Transactions	<hr/> \$29.00
Account 53320 - Advertising			
50706 - Bloomington Magazine, INC (Bloom Magazine)	11 -Bloom- Ad in Distinctively Bloomington Ad book 2022	07/08/2022	463.00
Account 53320 - Advertising Totals		Invoice 1 Transactions	<hr/> \$463.00
Account 53990 - Other Services and Charges			
6766 - Justin Kyle Crossley	11 -JC-reimbursement for Transcription SVC	07/08/2022	30.00
53442 - Paragon Micro, INC	11 -Paragon Micro-Innovation Data Source	07/08/2022	9.16
7922 - James Tanford	11-Comedy performance-Cabinet Retreat at DonkeyTown-9/17/21	07/08/2022	100.00
Account 53990 - Other Services and Charges Totals		Invoice 3 Transactions	<hr/> \$139.16
Program 110000 - Main Totals		Invoice 14 Transactions	<hr/> \$830.70
Department 11 - Mayor's Office Totals		Invoice 14 Transactions	<hr/> \$830.70
Department 12 - Human Resources			
Program 120000 - Main			
Account 53320 - Advertising			



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6891 - Gatehouse Media Indiana Holdings

12-HT Job Ads-May 2022-HR portion

07/08/2022

509.78

Account **53320 - Advertising** Totals

Invoice 1

\$509.78

Transactions

Program **120000 - Main** Totals

Invoice 1

\$509.78

Transactions

Department **12 - Human Resources** Totals

Invoice 1

\$509.78

Transactions

Department **13 - Planning**

Program **130000 - Main**

Account **53320 - Advertising**

6891 - Gatehouse Media Indiana Holdings

13-Legal Ads for AA-17-22 & DP-21-22

07/08/2022

88.52

Account **53320 - Advertising** Totals

Invoice 1

\$88.52

Transactions

Account **53990 - Other Services and Charges**

316 - GRW Engineers, INC

13-GIS Mapping Update _w/ITS and CBU

07/08/2022

6,750.00

19618 - ONI Risk Partners, INC, DBA EPIC Insurance Midwest

13-Notary Bond for Darla Frost

07/08/2022

75.00

Account **53990 - Other Services and Charges** Totals

Invoice 2

\$6,825.00

Transactions

Program **130000 - Main** Totals

Invoice 3

\$6,913.52

Transactions

Program **132000 - MPO**

Account **53230 - Travel**

7247 - Patrick P Martin

13- Mileage reimbursement for out of town work related meeting

07/08/2022

64.36

Account **53230 - Travel** Totals

Invoice 1

\$64.36

Transactions

Program **132000 - MPO** Totals

Invoice 1

\$64.36

Transactions

Department **13 - Planning** Totals

Invoice 4

\$6,977.88

Transactions

Department **19 - Facilities Maintenance**



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Program **190000 - Main**

Account **52310 - Building Materials and Supplies**

409 - Black Lumber Co. INC	19- 1 - 4x100' orange safety fence for around light at CH	07/08/2022	69.97
177 - Indiana Oxygen Company, INC	19-Cylinder Rental, Torch Supplies	07/08/2022	41.54
4574 - John Deere Financial (Rural King)	19-Two way gate latch for PW Facilities	07/08/2022	19.99
4574 - John Deere Financial (Rural King)	19-Return of Gate Latch - Two Way	07/08/2022	(19.99)
4574 - John Deere Financial (Rural King)	19-Trash Can bags for PW Facilities	07/08/2022	64.91
4574 - John Deere Financial (Rural King)	19-Oil and black mulch for PW Facilities	07/08/2022	68.13
394 - Kleindorfer Hardware & Variety	19-Bolts, Paints, Brushes for Facilities	07/08/2022	53.54
394 - Kleindorfer Hardware & Variety	19-Locks (12) for Facilities	07/08/2022	113.88
394 - Kleindorfer Hardware & Variety	19-baking soda, vinegar, tapcons, clamp, vent pipe, sloan parts	07/08/2022	121.82
Account 52310 - Building Materials and Supplies Totals		Invoice 9 Transactions	<hr/> \$533.79

Account **52340 - Other Repairs and Maintenance**

1537 - Indiana Door & Hardware Specialties, INC	19- Key Blanks (10) and Cores (40)	07/08/2022	3,608.00
Account 52340 - Other Repairs and Maintenance Totals		Invoice 1 Transactions	<hr/> \$3,608.00

Account **52420 - Other Supplies**

651 - Engraving & Stamp Center, INC	19- Name Plates for Department Directory	07/08/2022	23.83
4154 - Pace Products, INC	19- Ice Melt for Facilities Use	07/08/2022	4,054.77
Account 52420 - Other Supplies Totals		Invoice 2 Transactions	<hr/> \$4,078.60

Account **52430 - Uniforms and Tools**

19171 - Aramark Uniform & Career Apparel Group, INC	19- Uniforms for Facility Employees-6/16/22	BC 2009-52	07/08/2022	30.84
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Board of Public Works Claim Register

Invoice Date Range 06/25/22 -
07/08/22

19171 - Aramark Uniform & Career Apparel Group, INC

19- Uniforms for Facility Employee-6/9/22	BC 2009-52	07/08/2022	30.84
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19171 - Aramark Uniform & Career Apparel Group, INC

19- Uniforms for Facility Employees-6/23/22	BC 2009-52	07/08/2022	30.84
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Account 52430 - Uniforms and Tools Totals	Invoice 3 Transactions	<hr/> \$92.52
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Account **53140 - Exterminator Services**

51538 - Economy Termite & Pest Control, INC

19- Exterminator Services @ City Hall-6/17/22	BC 2021-108	07/08/2022	75.00
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Account 53140 - Exterminator Services Totals	Invoice 1 Transactions	<hr/> \$75.00
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Account **53510 - Electrical Services**

223 - Duke Energy

02-Facilities Summary Billing Electric bill-3/3-6/9/22	BC 2010-23	06/27/2022	28,730.35
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Account 53510 - Electrical Services Totals	Invoice 1 Transactions	<hr/> \$28,730.35
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Account **53610 - Building Repairs**

4483 - City Lawn Corporation

19- Mowing 2nd/Weimer- 5/4 & 5/17/22	BC 2021-104	07/08/2022	70.00
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5605 - Photizo, LLC (Fish Window Cleaning)

19-SA Window Cleaning @ City Hall Entry & Vestibule Glass	BC 2021-110	07/08/2022	194.00
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Account 53610 - Building Repairs Totals	Invoice 2 Transactions	<hr/> \$264.00
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Account **53990 - Other Services and Charges**

798 - Winters Associates Promotional Products, INC

19- Safety Vests for Facility Employees		07/08/2022	209.39
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Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions	<hr/> \$209.39
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Program 190000 - Main Totals	Invoice 20 Transactions	<hr/> \$37,591.65
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Department 19 - Facilities Maintenance Totals	Invoice 20 Transactions	<hr/> \$37,591.65
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Department **28 - ITS**

Program **280000 - Main**

Account **52420 - Other Supplies**



Board of Public Works Claim Register

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6530 - Office Depot, INC	28 - 24 pack AA batteries	07/08/2022	29.99
6530 - Office Depot, INC	28 - 24 pack AAA batteries	07/08/2022	9.52
Account 52420 - Other Supplies Totals		Invoice 2 Transactions	<hr/> \$39.51
Account 53170 - Mgt. Fee, Consultants, and Workshops			
316 - GRW Engineers, INC	28 - GIS Planemetic Base Map Update - ITS portion	07/08/2022	4,500.00
316 - GRW Engineers, INC	28 - GIS Planemetic Base Map Update - ITS portion	07/08/2022	5,625.00
5534 - Presidio Holdings, INC	28 - Ad Hoc Contract for Troubleshooting Network Issues	07/08/2022	370.00
5534 - Presidio Holdings, INC	28 - Ad Hoc Contract for Troubleshooting Network Issues	07/08/2022	462.50
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice 4 Transactions	<hr/> \$10,957.50
Account 53230 - Travel			
8208 - Gregory Overtoom	28-Per diem/parking reimb-Tyler Connect 2022-Indy-5/16-5/18/22	07/08/2022	94.25
Account 53230 - Travel Totals		Invoice 1 Transactions	<hr/> \$94.25
Account 53640 - Hardware and Software Maintenance			
3989 - Ricoh USA, INC	28-Copier maintenance MAIN bill 5/17/22-6/16/22	07/08/2022	2,112.72
3989 - Ricoh USA, INC	28 - Copier maintenance SECONDARY bill 5/17/22-06/16/22	07/08/2022	100.63
Account 53640 - Hardware and Software Maintenance Totals		Invoice 2 Transactions	<hr/> \$2,213.35
Account 53910 - Dues and Subscriptions			
53442 - Paragon Micro, INC	28 - ESET File Security for Server AV - 1 year renewal	07/08/2022	497.50
Account 53910 - Dues and Subscriptions Totals		Invoice 1 Transactions	<hr/> \$497.50
Account 54420 - Purchase of Equipment			
5534 - Presidio Holdings, INC	28 - Air Media Series 3 Receiver 200 w Wi-Fi - Council Chambers	07/08/2022	1,137.00



Board of Public Works Claim Register

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Account **54420 - Purchase of Equipment** Totals

Invoice 1 \$1,137.00

Transactions

Program **280000 - Main** Totals

Invoice 11 \$14,939.11

Transactions

Department **28 - ITS** Totals

Invoice 11 \$14,939.11

Transactions

Fund **101 - General Fund (S0101)** Totals

Invoice 110 \$238,293.28

Transactions

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

Department **04 - Economic & Sustainable Dev**

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

Account **53170 - Mgt. Fee, Consultants, and Workshops**

7981 - Staples Marketing, LLC (Affirm)

04-Go Bloomington TDM Marketing Services

07/08/2022 5,844.00

Account **53170 - Mgt. Fee, Consultants, and Workshops** Totals

Invoice 1 \$5,844.00

Transactions

Account **53960 - Grants**

8221 - Daniel Mariyappa

04 - BGHIP Rebate - 3909 E Tamarron Ct-Mariyappa

07/08/2022 1,000.00

Account **53960 - Grants** Totals

Invoice 1 \$1,000.00

Transactions

Account **53970 - Mayor's Promotion of Business**

222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)

15-Waldron-120 S. Walnut-gas bill 5/2-6/1/22

06/27/2022 52.92

Account **53970 - Mayor's Promotion of Business** Totals

Invoice 1 \$52.92

Transactions

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

Invoice 3 \$6,896.92

Transactions

Department **04 - Economic & Sustainable Dev** Totals

Invoice 3 \$6,896.92

Transactions

Department **20 - Street**

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

Account **52330 - Street , Alley, and Sewer Material**



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334 - Irving Materials, INC	20-Crickett Knoll & Carrington-Class A Stone Ash-4 cy-6/15/22	BC 2022-10	07/08/2022	500.00
334 - Irving Materials, INC	20-Bill Mallory & Anthony-Class A Stone Ash-4.5 cy-6/8/22	BC 2022-10	07/08/2022	560.00
334 - Irving Materials, INC	20-801 S Anthony-Class A Stone Ash-4 cy-6/13/22	BC 2022-10	07/08/2022	500.00
Account 52330 - Street , Alley, and Sewer Material Totals			Invoice 3 Transactions	<hr/> \$1,560.00
Account 52340 - Other Repairs and Maintenance				
480 - Proveli, LLC (Hall Signs, INC)	20-Sign installation materials - Stop sign, no Trucks, Snap Lock		07/08/2022	499.42
Account 52340 - Other Repairs and Maintenance Totals			Invoice 1 Transactions	<hr/> \$499.42
Program G21005 - ARPA COVID Local Fiscal Recovery Totals			Invoice 4 Transactions	<hr/> \$2,059.42
Department 20 - Street Totals			Invoice 4 Transactions	<hr/> \$2,059.42
Fund 176 - ARPA Local Fiscal Recvry (\$9512) Totals			Invoice 7 Transactions	<hr/> \$8,956.34
Fund 249 - Grants Non Approp				
Department 06 - Controller's Office				
Program G19014 - IU Health Range Rd Reconst				
Account 54510 - Other Capital Outlays				
8224 - Indiana University Health Bloomington, INC	06-Discovery Parkway Project Escrow Funds returned, not needed		07/08/2022	67,094.88
Account 54510 - Other Capital Outlays Totals			Invoice 1 Transactions	<hr/> \$67,094.88
Program G19014 - IU Health Range Rd Reconst Totals			Invoice 1 Transactions	<hr/> \$67,094.88
Department 06 - Controller's Office Totals			Invoice 1 Transactions	<hr/> \$67,094.88
Department 10 - Legal				
Program G21022 - 2021 Lead Froward Lilly				
Account 52420 - Other Supplies				



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798 - Winters Associates Promotional Products, INC

10- BHRC T-shirts clean-up day

07/08/2022

442.28

Account **52420 - Other Supplies** Totals

Invoice 1

\$442.28

Transactions

Program **G21022 - 2021 Lead Froward Lilly** Totals

Invoice 1

\$442.28

Transactions

Department **10 - Legal** Totals

Invoice 1

\$442.28

Transactions

Department **20 - Street**

Program **G21023 - 2021 Community Cross Park Ridge**

Account **54510 - Other Capital Outlays**

19278 - Milestone Contractors, LP

20-CCMG Park Ridge Rd Milling/Repaving(BC 2021-156)-
3/28-5/17/22

BC 2021-156

07/08/2022

87,658.30

19278 - Milestone Contractors, LP

20-Park Ridge Rd Milling/Repaving(BC 2021-156)-CO 1-
5/18-6/13/22

BC 2021-156

07/08/2022

34,360.45

Account **54510 - Other Capital Outlays** Totals

Invoice 2

\$122,018.75

Transactions

Program **G21023 - 2021 Community Cross Park Ridge** Totals

Invoice 2

\$122,018.75

Transactions

Department **20 - Street** Totals

Invoice 2

\$122,018.75

Transactions

Fund **249 - Grants Non Approp** Totals

Invoice 4

\$189,555.91

Transactions

Fund **312 - Community Services**

Department **09 - CFRD**

Program **090021 - Children & Youths**

Account **52420 - Other Supplies**

4549 - Kroger Limited Partnership I

09-Snacks for Youth Participatory Budget

07/08/2022

60.30

Account **52420 - Other Supplies** Totals

Invoice 1

\$60.30

Transactions

Program **090021 - Children & Youths** Totals

Invoice 1

\$60.30

Transactions

Department **09 - CFRD** Totals

Invoice 1

\$60.30

Transactions



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Invoice 1 \$60.30
Transactions

Fund **312 - Community Services** Totals

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

Department **25 - Telecommunications**

Program **254000 - Infrastructure**

Account **53750 - Rentals - Other**

12283 - Smithville Communications

28-401 N Morton-Internet serv/telecom hotel-July 22-inc temp FD	06/27/2022	1,614.27
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Account 53750 - Rentals - Other Totals	Invoice 1 Transactions	<u>\$1,614.27</u>
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Account **54420 - Purchase of Equipment**

5534 - Presidio Holdings, INC

28 - Network Refresh Phase I-CH/Dispatch/BPD complete	07/08/2022	32,288.58
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5534 - Presidio Holdings, INC

28 - Network Refresh Phase I-Project Complete	07/08/2022	10,762.85
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Account 54420 - Purchase of Equipment Totals	Invoice 2 Transactions	<u>\$43,051.43</u>
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Account **54450 - Equipment**

53442 - Paragon Micro, INC

25 - CapR -Dell Mobile Precision Workstation	07/08/2022	1,999.98
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53442 - Paragon Micro, INC

25 - CapR - LED Monitor	07/08/2022	237.99
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53442 - Paragon Micro, INC

25 - CapR - 63 each: laptops, docks, bags, keyboard/mice combos	07/08/2022	1,679.99
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Account 54450 - Equipment Totals	Invoice 3 Transactions	<u>\$3,917.96</u>
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Program 254000 - Infrastructure Totals	Invoice 6 Transactions	<u>\$48,583.66</u>
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Program **256000 - Services**

Account **53150 - Communications Contract**

4170 - Comcast Cable Communications, INC

28-3550 N Kinser Pike-business services 6/27-7/26/22	06/27/2022	110.35
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12283 - Smithville Communications

28-401 N Morton-Internet serv/telecom hotel-July 22-inc temp FD	06/27/2022	1,375.00
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Account 53150 - Communications Contract Totals	Invoice 2	\$1,485.35
	Transactions	
Program 256000 - Services Totals	Invoice 2	\$1,485.35
	Transactions	
Department 25 - Telecommunications Totals	Invoice 8	\$50,069.01
	Transactions	
Fund 401 - Non-Reverting Telecom (S1146) Totals	Invoice 8	\$50,069.01
	Transactions	

Fund **450 - Local Road and Street(S0706)**

Department **20 - Street**

Program **200000 - Main**

Account **53520 - Street Lights / Traffic Signals**

223 - Duke Energy	02-Rogers Rd Sidepath-elec chgs 5/17-6/15/22	BC 2019-99	06/27/2022	9.65
223 - Duke Energy	02-Traffic Signal Summary electric bill-3/26-6/7/22	BC 2010-23	06/27/2022	3,290.44
223 - Duke Energy	02-Street Light Summary Electric bill-3/3-6/7/22	BC 2010-23	06/27/2022	67,634.60
	Account 53520 - Street Lights / Traffic Signals Totals	Invoice 3		\$70,934.69
		Transactions		
	Program 200000 - Main Totals	Invoice 3		\$70,934.69
		Transactions		
	Department 20 - Street Totals	Invoice 3		\$70,934.69
		Transactions		
	Fund 450 - Local Road and Street(S0706) Totals	Invoice 3		\$70,934.69
		Transactions		

Fund **451 - Motor Vehicle Highway(S0708)**

Department **20 - Street**

Program **200000 - Main**

Account **52110 - Office Supplies**

5819 - Synchrony Bank	20-Calculator for office		07/08/2022	61.32
	Account 52110 - Office Supplies Totals	Invoice 1		\$61.32
		Transactions		



Board of Public Works Claim Register

Invoice Date Range 06/25/22 -
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Account **52210 - Institutional Supplies**

313 - Fastenal Company

20-Safety Supplies- Glasses, Gloves, Foam 07/08/2022 110.23

5819 - Synchrony Bank

20-SENA 20S-EVO-01D Communication System for tree crew 07/08/2022 1,246.95

Account **52210 - Institutional Supplies** Totals Invoice 2 Transactions \$1,357.18

Account **52420 - Other Supplies**

409 - Black Lumber Co. INC

20-9/16" heavy duty arrow, 3 in 1 staple gun, stake 07/08/2022 40.47

293 - J&S Locksmith Shop, INC

20-14in chain PMMC3 3/8P for tree crew 07/08/2022 26.29

6262 - Koenig Equipment, INC

20- misc supplies for tree/mowing crews-1 gal mix 07/08/2022 37.08

Account **52420 - Other Supplies** Totals Invoice 3 Transactions \$103.84

Account **53310 - Printing**

53125 - Mr. Copy, INC

20-Printing of traffic signal inspection cards 07/08/2022 74.00

Account **53310 - Printing** Totals Invoice 1 Transactions \$74.00

Account **53510 - Electrical Services**

223 - Duke Energy

02-Facilities Summary Billing Electric bill-3/3-6/9/22 BC 2010-23 06/27/2022 710.61

Account **53510 - Electrical Services** Totals Invoice 1 Transactions \$710.61

Account **53610 - Building Repairs**

321 - Harrell Fish, INC (HFI)

20-Repair men's restroom toilet BC 2021-139 07/08/2022 447.50

Account **53610 - Building Repairs** Totals Invoice 1 Transactions \$447.50

Account **53920 - Laundry and Other Sanitation Services**

19171 - Aramark Uniform & Career Apparel Group, INC

20-Uniform Services for Street Department BC 2009-52 07/08/2022 10.60

19171 - Aramark Uniform & Career Apparel Group, INC

20- Mat Services for Street Department 07/08/2022 34.28



Board of Public Works Claim Register

Invoice Date Range 06/25/22 -
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19171 - Aramark Uniform & Career Apparel Group, INC	20-Uniforms for Street Department	BC 2009-52	07/08/2022	7.66
19171 - Aramark Uniform & Career Apparel Group, INC	20-Mat Services for Street Department		07/08/2022	34.28
Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 4		\$86.82
Program 200000 - Main Totals		Transactions		
Department 20 - Street Totals		Invoice 13		\$2,841.27
Fund 451 - Motor Vehicle Highway(S0708) Totals		Transactions		
		Invoice 13		\$2,841.27
		Transactions		
Fund 452 - Parking Facilities(S9502)				
Department 26 - Parking				
Program 260000 - Main				
Account 43130 - Hourly Parking				
Andrea Wallace	26-Was charged 4 times for parking in the mobile app.		07/08/2022	6.00
Account 43130 - Hourly Parking Totals		Invoice 1		\$6.00
		Transactions		
Account 43160 - Lot/Garage Leases - Annual				
Cade Kenyon	26-refund June parking - canceled parking		07/08/2022	107.00
Angie Nozaleda	26-Refund parking. Cancelled in Jan, continued to be charged		07/08/2022	428.00
Account 43160 - Lot/Garage Leases - Annual Totals		Invoice 2		\$535.00
		Transactions		
Account 52110 - Office Supplies				
8002 - Safeguard Business Systems, INC	26-Deposit Tickets for Garages		07/08/2022	186.02
Account 52110 - Office Supplies Totals		Invoice 1		\$186.02
		Transactions		
Account 52310 - Building Materials and Supplies				
394 - Kleindorfer Hardware & Variety	02 - Cleaners, paint, brushes, rollers, spray paint&hardware		07/08/2022	118.02



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4964 - The Toledo Ticket Co	26-Spitter Ticket for Garages		07/08/2022	5,063.18
Account 52310 - Building Materials and Supplies Totals		Invoice 2 Transactions		\$5,181.20
Account 52340 - Other Repairs and Maintenance				
5099 - Office Three Sixty, INC	26-OFM shades		07/08/2022	1,000.00
Account 52340 - Other Repairs and Maintenance Totals		Invoice 1 Transactions		\$1,000.00
Account 53510 - Electrical Services				
223 - Duke Energy	02-Facilities Summary Billing Electric bill-3/3-6/9/22	BC 2010-23	06/27/2022	7,779.33
Account 53510 - Electrical Services Totals		Invoice 1 Transactions		\$7,779.33
Account 53610 - Building Repairs				
6378 - ANN-KRISS, LLC	26- Installation of needle boxes @ Trades and 4th St Garages		07/08/2022	200.00
4483 - City Lawn Corporation	26-4th & WA-mowing 5/3, 5/9, 5/1 & 5/23/22		07/08/2022	120.00
3397 - Evens Time, INC	26- Service call for Gate ripped off at Walnut Garage		07/08/2022	387.99
3397 - Evens Time, INC	02 - 4th St garage-Tickets jamming-5/23/22		07/08/2022	597.99
393 - Kone INC	26- Repairs & Maintenance for Morton Street Garage	BC 2022-20	07/08/2022	4,924.00
392 - Koorsen Fire & Security, INC	26- 4th Street Garage Fire Alarm Monitoring-6/1-8/31/22	BC 2022-16	07/08/2022	150.00
392 - Koorsen Fire & Security, INC	26-Morton St Garage-fire extinguisher serv-May 2022	BC 2022-16	07/08/2022	112.25
392 - Koorsen Fire & Security, INC	26-Walnut St Garage-fire extinguisher serv-May 2022	BC 2022-16	07/08/2022	656.25
Account 53610 - Building Repairs Totals		Invoice 8 Transactions		\$7,148.48
Account 53630 - Machinery and Equipment Repairs				
3397 - Evens Time, INC	02 - Repair-Walnut Garage exit arm where hit-6/9/22		07/08/2022	285.99
Account 53630 - Machinery and Equipment Repairs Totals		Invoice 1 Transactions		\$285.99



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Account **53640 - Hardware and Software Maintenance**

3397 - Evens Time, INC

02 - Repair-Walnut Garage exit arm where hit-6/9/22	07/08/2022	166.01
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Account 53640 - Hardware and Software Maintenance Totals	Invoice 1 Transactions	<hr/> \$166.01
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Account **53650 - Other Repairs**

6378 - ANN-KRISS, LLC

26-Repair/Install and Service Call for 4th St Garage	BC 2021-100	07/08/2022	1,063.00
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5976 - EV Connect, INC

26-Trades Garage-Cloud Subscription 1 year		07/08/2022	996.00
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6728 - Precision Quality Contracting, LLC

26-Installation of Cat6 Cables at 4th Street Garage		07/08/2022	5,567.73
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Account 53650 - Other Repairs Totals	Invoice 3 Transactions	<hr/> \$7,626.73
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Account **53840 - Lease Payments**

512 - 7th & Walnut , LLC

26-Walnut St Garage- August 2022 garage rent		07/08/2022	17,824.79
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3887 - Mercury Development Group, LLC

26-Morton St Garage-August 2022 garage rent		07/08/2022	38,035.85
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Account 53840 - Lease Payments Totals	Invoice 2 Transactions	<hr/> \$55,860.64
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Account **53990 - Other Services and Charges**

6330 - Marshall Security LLC

26- Contract for Patrol of Garages-5/1-5/31/22	BC 2022-11	07/08/2022	3,968.00
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Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions	<hr/> \$3,968.00
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Program 260000 - Main Totals	Invoice 24 Transactions	<hr/> \$89,743.40
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Department 26 - Parking Totals	Invoice 24 Transactions	<hr/> \$89,743.40
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Fund 452 - Parking Facilities(S9502) Totals	Invoice 24 Transactions	<hr/> \$89,743.40
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Fund **454 - Alternative Transport(S6301)**

Department **02 - Public Works**

Program **020000 - Main**



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Account **43170.0003 - Residential Neighborhood Permits Zone # 3**

Cooper Livermore	26-Zone 3 permit never picked up, permit voided	07/08/2022	10.00
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Account 43170.0003 - Residential Neighborhood Permits Zone # 3 Totals	Invoice 1	\$10.00
	Transactions	
Program 020000 - Main Totals	Invoice 1	\$10.00
	Transactions	
Department 02 - Public Works Totals	Invoice 1	\$10.00
	Transactions	

Department **05 - Common Council**

Program **050000 - Main**

Account **54310 - Improvements Other Than Building**

10 - Bledsoe Riggert Cooper & James INC	07-Dunn St. Sidewalk (15th--16th)-5/31/22	BC 2021-37	07/08/2022	4,200.00
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Account 54310 - Improvements Other Than Building Totals	Invoice 1	\$4,200.00
	Transactions	
Program 050000 - Main Totals	Invoice 1	\$4,200.00
	Transactions	
Department 05 - Common Council Totals	Invoice 1	\$4,200.00
	Transactions	

Department **26 - Parking**

Program **260000 - Main**

Account **53640 - Hardware and Software Maintenance**

54432 - T2 Systems, INC	26-Custom Batch Updater	07/08/2022	500.00
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Account 53640 - Hardware and Software Maintenance Totals	Invoice 1	\$500.00
	Transactions	
Program 260000 - Main Totals	Invoice 1	\$500.00
	Transactions	
Department 26 - Parking Totals	Invoice 1	\$500.00
	Transactions	
Fund 454 - Alternative Transport(S6301) Totals	Invoice 3	\$4,710.00
	Transactions	

Fund **455 - Parking Meter Fund(S2141)**



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Department **26 - Parking**

Program **260000 - Main**

Account **52340 - Other Repairs and Maintenance**

4264 - IPS Group, INC	26-100 batteries for meters	07/08/2022	3,500.00
Account 52340 - Other Repairs and Maintenance Totals		Invoice 1 Transactions	<hr/> \$3,500.00

Account **52420 - Other Supplies**

4264 - IPS Group, INC	26-MK5 Comms (4G) LTE Verizon	07/08/2022	1,110.00
4264 - IPS Group, INC	26-MK5 Comms CATM BG95-incl freight	07/08/2022	18,500.00
394 - Kleindorfer Hardware & Variety	26-padlock	07/08/2022	9.99
5099 - Office Three Sixty, INC	26-OFM shades	07/08/2022	1,000.00
Account 52420 - Other Supplies Totals		Invoice 4 Transactions	<hr/> \$20,619.99

Account **53240 - Freight / Other**

4264 - IPS Group, INC	26-MK5 Comms (4G) LTE Verizon	07/08/2022	120.00
4264 - IPS Group, INC	26-MK5 Comms CATM BG95-incl freight	07/08/2022	2,000.00
Account 53240 - Freight / Other Totals		Invoice 2 Transactions	<hr/> \$2,120.00

Account **53640 - Hardware and Software Maintenance**

54432 - T2 Systems, INC	26-hardware maintenance for Controllers Office 1 unit	07/08/2022	255.00
54432 - T2 Systems, INC	26-hardware maintenance for new office printers - 2 untis	07/08/2022	630.00
54432 - T2 Systems, INC	26-Rovr returns for March 2022	07/08/2022	715.65
54432 - T2 Systems, INC	26-Custom Batch Updater	07/08/2022	2,000.00
Account 53640 - Hardware and Software Maintenance Totals		Invoice 4 Transactions	<hr/> \$3,600.65



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Program 260000 - Main Totals	Invoice 11	\$29,840.64
	Transactions	
Department 26 - Parking Totals	Invoice 11	\$29,840.64
	Transactions	
Fund 455 - Parking Meter Fund(S2141) Totals	Invoice 11	\$29,840.64
	Transactions	

Fund **456 - MVH Restricted**

Department **20 - Street**

Program **200000 - Main**

Account **52340 - Other Repairs and Maintenance**

480 - Proveli, LLC (Hall Signs, INC)	20-Credit Memo for returned Transfer Tape (2 Rolls)	07/08/2022	(452.66)
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Account 52340 - Other Repairs and Maintenance Totals	Invoice 1	(\$452.66)
	Transactions	

Account **52420 - Other Supplies**

409 - Black Lumber Co. INC	20-20 Scots Classic sun & Shade grass seed for Sidewalk Crews	07/08/2022	64.97
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409 - Black Lumber Co. INC	20-2 gallon tank sprayer for Sidewalk Crews	07/08/2022	32.99
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409 - Black Lumber Co. INC	20-Credit for Inv #510707 (return stakes)	07/08/2022	(6.99)
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394 - Kleindorfer Hardware & Variety	20-Supplies for paving/sidewalk crews	07/08/2022	102.98
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Account 52420 - Other Supplies Totals	Invoice 4	\$193.95
	Transactions	

Account **53990 - Other Services and Charges**

7905 - IMS Infrastructure Management Services, LLC	20-Asset management data collection services	BC 2021-81	07/08/2022	5,500.89
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Account 53990 - Other Services and Charges Totals	Invoice 1	\$5,500.89
	Transactions	

Program 200000 - Main Totals	Invoice 6	\$5,242.18
	Transactions	

Department 20 - Street Totals	Invoice 6	\$5,242.18
	Transactions	

Fund 456 - MVH Restricted Totals	Invoice 6	\$5,242.18
	Transactions	



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Fund **601 - Cumulative Capital Devlp(S2391)**

Department **02 - Public Works**

Program **020000 - Main**

Account **54510 - Other Capital Outlays**

19278 - Milestone Contractors, LP	20-CCMG Park Ridge Rd Milling/Repaving(BC 2021-156)- 3/28-5/17/22	BC 2021-156	07/08/2022	146,633.00
	Account 54510 - Other Capital Outlays Totals		Invoice 1	\$146,633.00
			Transactions	
	Program 020000 - Main Totals		Invoice 1	\$146,633.00
			Transactions	
	Department 02 - Public Works Totals		Invoice 1	\$146,633.00
			Transactions	

Department **07 - Engineering**

Program **070000 - Main**

Account **54310 - Improvements Other Than Building**

19278 - Milestone Contractors, LP	20-Park Ridge Rd Milling/Repaving(BC 2021-156)-CO 1- 5/18-6/13/22	BC 2021-156	07/08/2022	4,695.03
	Account 54310 - Improvements Other Than Building Totals		Invoice 1	\$4,695.03
			Transactions	
	Program 070000 - Main Totals		Invoice 1	\$4,695.03
			Transactions	
	Department 07 - Engineering Totals		Invoice 1	\$4,695.03
			Transactions	
	Fund 601 - Cumulative Capital Devlp(S2391) Totals		Invoice 2	\$151,328.03
			Transactions	

Fund **730 - Solid Waste (S6401)**

Department **16 - Sanitation**

Program **160000 - Main**

Account **52310 - Building Materials and Supplies**

394 - Kleindorfer Hardware & Variety	16- Master Lock for Sanitation		07/08/2022	12.49
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Account **52420 - Other Supplies**

4574 - John Deere Financial (Rural King)

6530 - Office Depot, INC

Account **52310 - Building Materials and Supplies** Totals

Invoice 1
Transactions

\$12.49

16- 3 Fan's for Trucks & ice pops	07/08/2022	43.93
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16-replacement of bookcase in Sanitation office	07/08/2022	161.99
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Account **52420 - Other Supplies** Totals

Invoice 2
Transactions

\$205.92

Account **53140 - Exterminator Services**

51538 - Economy Termite & Pest Control, INC

51538 - Economy Termite & Pest Control, INC

51538 - Economy Termite & Pest Control, INC

51538 - Economy Termite & Pest Control, INC

51538 - Economy Termite & Pest Control, INC

16-Exterminator Services @ Sanitation-5/9/22	BC 2021-108	07/08/2022	125.00
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16-Exterminator Services @ Sanitation-1/10/22	BC 2021-108	07/08/2022	125.00
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16- Exterminator Services @ Sanitation-1/24/22	BC 2021-108	07/08/2022	125.00
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16-Exterminator Services @ Sanitation-3/28/22	BC 2021-108	07/08/2022	125.00
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16-Exterminator Services @ Sanitation-6/13/22	BC 2021-108	07/08/2022	125.00
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Account **53140 - Exterminator Services** Totals

Invoice 5
Transactions

\$625.00

Account **53610 - Building Repairs**

467 - Groomer Construction, INC

16-Grind Drainage Grates @ Sanitation	07/08/2022	765.00
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Account **53610 - Building Repairs** Totals

Invoice 1
Transactions

\$765.00

Account **53920 - Laundry and Other Sanitation Services**

19171 - Aramark Uniform & Career Apparel Group, INC

19171 - Aramark Uniform & Career Apparel Group, INC

19171 - Aramark Uniform & Career Apparel Group, INC

19171 - Aramark Uniform & Career Apparel Group, INC

16-uniform rental (minus payroll ded)- 6/8/2022	BC 2009-52	07/08/2022	8.01
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16-Mat Services - 6-8-2022		07/08/2022	23.26
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16-uniform rental (minus payroll ded)-6/15/2022	BC 2009-52	07/08/2022	8.01
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16-Mat Services - 6-15-2022		07/08/2022	23.26
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Account **53920 - Laundry and Other Sanitation Services** Totals

Invoice 4
Transactions

\$62.54



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Account **53950 - Landfill**

6515 - Green Camino, INC (Earthkeepers)

16-Landfill-yardwaste May 2022-10 loads

BC 2022-021 07/08/2022

318.60

Account **53950 - Landfill** Totals

Invoice 1

\$318.60

Transactions

Program **160000 - Main** Totals

Invoice 14

\$1,989.55

Transactions

Department **16 - Sanitation** Totals

Invoice 14

\$1,989.55

Transactions

Fund **730 - Solid Waste (S6401)** Totals

Invoice 14

\$1,989.55

Transactions

Fund **800 - Risk Management(S0203)**

Department **10 - Legal**

Program **100000 - Main**

Account **52430 - Uniforms and Tools**

1448 - Shoe Carnival, INC

10-safety shoes-Tiller (9)-5/17/22

07/08/2022

99.98

1448 - Shoe Carnival, INC

10-safety shoes-Armes (12)-5/3/22

07/08/2022

69.98

1448 - Shoe Carnival, INC

10-safety shoes-Axsom (1.5)-5/9/22

07/08/2022

100.00

1448 - Shoe Carnival, INC

10-safety shoes-Smiththeran (7)-5/18/22

07/08/2022

100.00

1448 - Shoe Carnival, INC

10-safety shoes-Komansinski (11.5)-5/18/22

07/08/2022

89.98

1448 - Shoe Carnival, INC

10-safety shoes-Gaither (8)-5/18/22

07/08/2022

89.98

1448 - Shoe Carnival, INC

10-safety shoes-Bradley (8)-5/19/22

07/08/2022

99.98

1448 - Shoe Carnival, INC

10-safety shoes-Sharp (10.5)-5/21/22

07/08/2022

100.00

1448 - Shoe Carnival, INC

10-safety shoes-George (10)-5/21/22

07/08/2022

100.00

1448 - Shoe Carnival, INC

10-safety shoes-Snedegar (9)-5/23/22

07/08/2022

84.98

1448 - Shoe Carnival, INC

10-safety shoes-Farshchi (13)-5/23/22

07/08/2022

69.98



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1448 - Shoe Carnival, INC	10-safety shoes-Lamb (13)-5/24/22	07/08/2022	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Stacy (12)-5/24/22	07/08/2022	89.98
1448 - Shoe Carnival, INC	10-safety shoes-McPike (12)-5/24/22	07/08/2022	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Henderson (11)-5/2/22	07/08/2022	99.98
1448 - Shoe Carnival, INC	10-safety shoes-Lutes (11)-5/3/22	07/08/2022	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Elkins (11)-5/3/22	07/08/2022	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Cave (10.5)-5/3/22	07/08/2022	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Keene (8)-5/4/22	07/08/2022	84.98
1448 - Shoe Carnival, INC	10-safety shoes-Eads (10.5)-5/6/22	07/08/2022	100.00
1448 - Shoe Carnival, INC	10 - safety shoes-Henerson (13)-5/6/22	07/08/2022	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Henson (10)-5/6/22	07/08/2022	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Levender (11)-5/7/22	07/08/2022	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Sanchez (11.5)-5/8/22	07/08/2022	89.98
1448 - Shoe Carnival, INC	10-safety shoes-Tracey (8.5)-5/9/22	07/08/2022	99.98
1448 - Shoe Carnival, INC	10-safety shoes-Booley (10)-5/9/22	07/08/2022	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Malicoat (12)-5/10/22	07/08/2022	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Sanchez (11)-5/11/22	07/08/2022	89.98
1448 - Shoe Carnival, INC	10-safety shoes-Shouffler (10)-5/13/22	07/08/2022	89.98
1448 - Shoe Carnival, INC	10-safety shoes-Hollingsworth (10)-5/13/22	07/08/2022	99.98
1448 - Shoe Carnival, INC	10-safety shoes-McZrt (10.5)-5/13/22	07/08/2022	99.98
1448 - Shoe Carnival, INC	10-safety shoes-Nickles (11)-5/14/22	07/08/2022	100.00



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1448 - Shoe Carnival, INC	10-safety shoes-Nickless (10.5)-5/14/22	07/08/2022	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Foster (13)-5/15/22	07/08/2022	69.98
1448 - Shoe Carnival, INC	10-safety shoes-Deckard (14)-5/26/22	07/08/2022	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Kluesner (11.5)-5/26/22	07/08/2022	79.98
1448 - Shoe Carnival, INC	10-safety shoes-Cooper (10.5)-5/26/22	07/08/2022	89.98
1448 - Shoe Carnival, INC	10-safety shoes-Bitner (10.5)-5/28/22	07/08/2022	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Gibson (10)-5/28/22	07/08/2022	69.98
Account 52430 - Uniforms and Tools Totals		Invoice 39 Transactions	<hr/> \$3,659.60
Account 53130 - Medical			
6123 - Jeffery W Morris	10-reimb for CDL physical-6/10/22	07/08/2022	100.00
Account 53130 - Medical Totals		Invoice 1 Transactions	<hr/> \$100.00
Account 53160 - Instruction			
52374 - Indiana Chamber Of Commerce	10- worker's comp handbook	07/08/2022	139.95
Account 53160 - Instruction Totals		Invoice 1 Transactions	<hr/> \$139.95
Program 100000 - Main Totals		Invoice 41 Transactions	<hr/> \$3,899.55
Department 10 - Legal Totals		Invoice 41 Transactions	<hr/> \$3,899.55
Fund 800 - Risk Management(S0203) Totals		Invoice 41 Transactions	<hr/> \$3,899.55
Fund 802 - Fleet Maintenance(\$9500)			
Department 17 - Fleet Maintenance			
Program 170000 - Main			
Account 52230 - Garage and Motor Supplies			



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11672 - Jack Doheny Companies, INC	17-misc equipment parts -mtr guard	07/08/2022	69.15
11672 - Jack Doheny Companies, INC	17- misc equipment parts-lower step front mnt	07/08/2022	83.42
4693 - Monroe County Tire & Supply, INC	17 - tires for various vehicles - Goodyear Assurance	07/08/2022	185.30
786 - Richard's Small Engine, INC	17- small engine parts - Bearing, Chopper spindle assy	07/08/2022	211.26
786 - Richard's Small Engine, INC	17- small engine parts - 3 bolt bearing Flange	07/08/2022	78.28
786 - Richard's Small Engine, INC	17- small engine parts - 3 bolt bearing Flange, Bolts	07/08/2022	81.33
786 - Richard's Small Engine, INC	17- small engine parts - Cutter Deck Drive Belt	07/08/2022	90.83
786 - Richard's Small Engine, INC	17- small engine parts - Roller Bearing	07/08/2022	168.48
786 - Richard's Small Engine, INC	17- small engine parts - Seal & Roller Bearing	07/08/2022	302.05
Account 52230 - Garage and Motor Supplies Totals		Invoice 9 Transactions	<hr/> \$1,270.10
Account 52240 - Fuel and Oil			
7854 - Premier AG CO-OP, INC (Premier Energy)	17 - Bio diesel -7,284 gallons-5/13/22	BC 2021-84 D 07/08/2022	36,519.79
7854 - Premier AG CO-OP, INC (Premier Energy)	17 - unleaded fuel-7,942 gallons-6/17/22	BC 2021-84 D 07/08/2022	39,495.57
Account 52240 - Fuel and Oil Totals		Invoice 2 Transactions	<hr/> \$76,015.36
Account 52320 - Motor Vehicle Repair			
4135 - Andy Mohr Truck Center	17- 960 mirror parts	07/08/2022	692.23
6001 - Bernath, LLC (Sealmaster)	17- fuel tanks	07/08/2022	1,654.92
244 - Bloomington Ford, INC	17 - Sensor Assembly & AB : Cam	07/08/2022	492.24
244 - Bloomington Ford, INC	17- misc. parts for ford - Switch Assembly	07/08/2022	57.55
244 - Bloomington Ford, INC	17- misc. parts for ford - Circuit breaker	07/08/2022	58.77
244 - Bloomington Ford, INC	17- misc. parts for ford - Wheel Cover	07/08/2022	267.20



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244 - Bloomington Ford, INC	17- misc. parts for ford-kit-alarm/keyless	07/08/2022	371.25
244 - Bloomington Ford, INC	17- misc. parts for ford - Headlamp Assembly	07/08/2022	521.04
941 - Central Indiana Truck Equipment Corporation	17- misc. truck parts - P76 Commerical, Dry Valve for stock	07/08/2022	3,455.43
941 - Central Indiana Truck Equipment Corporation	17- misc. truck parts - Rubber Pull latch & Eye Bolt	07/08/2022	620.01
594 - Curry Auto Center, INC	17- GM parts - 2 SL-N-Valves	07/08/2022	90.12
594 - Curry Auto Center, INC	17- GM parts - N-Step Pkg for Stock	07/08/2022	2,269.50
51827 - Fire Service, INC	17- scene Light for fire trucks	07/08/2022	115.07
796 - Interstate Battery System of Bloomington, INC	17 - (1) N100 battery for vehicles and equipment	07/08/2022	252.95
796 - Interstate Battery System of Bloomington, INC	17 -(3) MT-58 batteries for vehicles and equipment	07/08/2022	263.85
5168 - Jasper Engine Exchange, INC	17- transmission for #616	07/08/2022	4,309.00
2974 - MacAllister Machinery Co, INC	17- misc. CAT parts -cable as	07/08/2022	143.23
53385 - O'Reilly Automotive Stores, INC	17- misc. truck parts - Engine mount	07/08/2022	43.04
53385 - O'Reilly Automotive Stores, INC	17- misc. truck parts - Engine Mount	07/08/2022	43.04
53385 - O'Reilly Automotive Stores, INC	17- misc. truck parts - Control Arm Assemblies	07/08/2022	747.82
16069 - Palmer Trucks, INC	17- switch fan override	07/08/2022	45.05
4547 - Riddle Tractor Sales (Lawrence County Equip.)	17- 1 gal oil, tappi screw	07/08/2022	88.44
950 - Tri-State Bearing Co, INC	17 - credit for returned parts -Oil Seal	07/08/2022	(48.48)
950 - Tri-State Bearing Co, INC	17 - oil seal	07/08/2022	73.24
4977 - Viking-Cives Midwest, INC	17-Viking spinner assembly, receiver mount	07/08/2022	3,282.36
7555 - VoMac Truck Sales & Service INC	17- misc. mack parts - Drum/Cast	07/08/2022	900.00
7555 - VoMac Truck Sales & Service INC	17- credit for part return -core return	07/08/2022	(99.00)



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2096 - West Side Tractor Sales CO.	17- misc. John Deere parts - o rings	07/08/2022	11.30
2096 - West Side Tractor Sales CO.	17- misc. John Deere parts - Sealing washers and 2 filter kits	07/08/2022	180.52
2096 - West Side Tractor Sales CO.	17- credit for part return - Compressor	07/08/2022	(30.00)
2096 - West Side Tractor Sales CO.	17- credit for part return - (4) nuts	07/08/2022	(15.36)
6476 - Samuel D Wray (Wray Automotive)	17- alignment #819	07/08/2022	50.00
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17- brakes #131	07/08/2022	596.68

Account 52320 - Motor Vehicle Repair Totals	Invoice 33 Transactions	<hr/> \$21,503.01
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Account **52420 - Other Supplies**

409 - Black Lumber Co. INC	17 - shop supplies snap connector	07/08/2022	7.99
51565 - EmJay Automotive Equipment, LLC	17 - start all generator for service truck	07/08/2022	300.00
177 - Indiana Oxygen Company, INC	17 - shop supplies for torch welder and etc	07/08/2022	221.34
8181 - Lawson Products, INC	17-hose clamps, washers, cable ties, connectors	07/08/2022	517.96

Account 52420 - Other Supplies Totals	Invoice 4 Transactions	<hr/> \$1,047.29
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Account **53140 - Exterminator Services**

51538 - Economy Termite & Pest Control, INC	17-Exterminator Service @ Fleet-7/20/21	BC 2021-108	07/08/2022	95.00
51538 - Economy Termite & Pest Control, INC	17- Exterminator Service @ Fleet-1/19/22	BC 2021-108	07/08/2022	95.00
51538 - Economy Termite & Pest Control, INC	17-Exterminator Service @ Fleet-5/17/22	BC 2021-108	07/08/2022	95.00
51538 - Economy Termite & Pest Control, INC	17- Exterminator Service @ Fleet-6/21/22	BC 2021-108	07/08/2022	95.00

Account 53140 - Exterminator Services Totals	Invoice 4 Transactions	<hr/> \$380.00
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Account **53510 - Electrical Services**

223 - Duke Energy	02-Facilities Summary Billing Electric bill-3/3-6/9/22	BC 2010-23	06/27/2022	205.46
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Account **53510 - Electrical Services** Totals

Invoice 1
Transactions

\$205.46

Account **53620 - Motor Repairs**

1107 - Best Equipment Company, INC	17- leafer floor only 20cy-incl freight	07/08/2022	10,642.76
4992 - Fleetpride, INC	17- brake drums #957	07/08/2022	306.72
613 - Hoosier Penn Oil Company, INC	17-stock-oil	07/08/2022	4,880.04
4474 - Ken's Westside Service & Towing, LLC	17-towing services-Unit #4622-6/3/22	07/08/2022	50.00
4474 - Ken's Westside Service & Towing, LLC	17 - towing services - Unit #853-5/31/22	07/08/2022	50.00
4474 - Ken's Westside Service & Towing, LLC	17-towing services-Black Dodge charger-6/1/22	07/08/2022	75.00
4474 - Ken's Westside Service & Towing, LLC	17-heavy duty towing services-White Mack LR -6/6/22	07/08/2022	975.00
4474 - Ken's Westside Service & Towing, LLC	17 towing services-White Dodge Dakota-6/6/22	07/08/2022	50.00
4474 - Ken's Westside Service & Towing, LLC	17-towing services-White Pelican ST Sweeper-5/25/22	07/08/2022	450.00
4474 - Ken's Westside Service & Towing, LLC	17-towing services- White Chevrolet C/K 2500 Series-6/16/22	07/08/2022	50.00
4474 - Ken's Westside Service & Towing, LLC	17 towing service -Black Dodge Charger -6/14/22	07/08/2022	75.00
16069 - Palmer Trucks, INC	17-heater knob	07/08/2022	8.62
4608 - Reliable Transmission Service-Midwest, INC	17 - #955 transmission repair	07/08/2022	1,700.40
19681 - Southeastern Equipment Co, INC	17- plate for bomag #459	07/08/2022	7,656.40

Account **53620 - Motor Repairs** Totals

Invoice 14
Transactions

\$26,969.94

Account **53920 - Laundry and Other Sanitation Services**

19171 - Aramark Uniform & Career Apparel Group, INC	17 - Shop Towels-6/8/22	07/08/2022	77.36
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Mat and Towels-6/15/22	07/08/2022	77.36
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-6/15/22	BC 2009-52 07/08/2022	20.51



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19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-6/8/22	BC 2009-52	07/08/2022	20.51
Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 4		\$195.74
		Transactions		
Account 54420 - Purchase of Equipment				
51565 - EmJay Automotive Equipment, LLC	17 - start all generator for service truck		07/08/2022	9,850.00
Account 54420 - Purchase of Equipment Totals		Invoice 1		\$9,850.00
		Transactions		
Program 170000 - Main Totals		Invoice 72		\$137,436.90
		Transactions		
Department 17 - Fleet Maintenance Totals		Invoice 72		\$137,436.90
		Transactions		
Fund 802 - Fleet Maintenance(\$9500) Totals		Invoice 72		\$137,436.90
		Transactions		
Fund 804 - Insurance Voluntary Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990.1271 - Other Services and Charges Section 125 - URM- City				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		06/27/2022	138.27
17785 - The Howard E. Nyhart Company, INC	12-City URM		06/27/2022	26.82
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		06/27/2022	50.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		06/29/2022	30.01
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		06/30/2022	534.29
17785 - The Howard E. Nyhart Company, INC	12 - City/Util URM			119.59
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals		Invoice 6		\$898.98
		Transactions		
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		06/27/2022	48.15



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17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/27/2022	50.00
17785 - The Howard E. Nyhart Company, INC	12-Util URM	06/28/2022	16.80
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/29/2022	15.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/30/2022	5.28
17785 - The Howard E. Nyhart Company, INC	12 - City/Util URM		90.43
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals		Invoice 6 Transactions	<hr/> \$225.66
Account 53990.1283 - Other Services and Charges Health Savings Account			
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	06/30/2022	19,068.45
Account 53990.1283 - Other Services and Charges Health Savings Account Totals		Invoice 1 Transactions	<hr/> \$19,068.45
Program 120000 - Main Totals		Invoice 13 Transactions	<hr/> \$20,193.09
Department 12 - Human Resources Totals		Invoice 13 Transactions	<hr/> \$20,193.09
Fund 804 - Insurance Voluntary Trust Totals		Invoice 13 Transactions	<hr/> \$20,193.09
Grand Totals		Invoice 332 Transactions	<hr/> <hr/> \$1,005,094.14

REGISTER OF CLAIMS
Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
07/08/22	Claims				\$1,005,094.14

\$1,005,094.14

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 \$1,005,094.14

Dated this 2nd day of July year of 2022.

Kyla Cox Deckard, President

Jennifer Lloyd, Vice President

Elizabeth Karon, Secretary

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

Fiscal Office Cheryl Sililand