

Board of Public Works Meeting

November 07, 2022



The City will offer virtual options, including CATS public access television (live and tape-delayed) and

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

AGENDA
BOARD OF PUBLIC WORKS
November 07, 2022

A Regular Meeting of the Board of Public Work will be held Tuesday, November 07, 2022 at 5:30 p.m. in the Council Chambers (Rm #115) of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana and via Zoom by using the following link:

<https://bloomington.zoom.us/j/89396588450?pwd=aFdVQko1eXJobHBYOTZtU1U4ZVBaUT09>

Meeting ID: 893 9658 8450 Passcode: 016718

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

Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call 812-349-3411 or email public.works@bloomington.in.gov.

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS AND REMONSTANCES

III. CONSENT AGENDA

1. Approval of Minutes October 25, 2022
2. Resolution 2022-81; Renew Mobile Vendor; Pappy Shack
3. Resolution 2023-82; Canopy of Lights
4. Addendum #5 to Agreement for the Purchase and Delivery of Fuel
5. Supplement #1 to 2022 Economy Pest Control Service Agreement
6. Supplement #1 to 2022 Indiana Door & Hardware Service Agreement
7. Supplement #2 to 2022 HFI HVAC Service Agreement
8. 2023 Service Agreement with Bounds Flooring
9. 2023 Service Agreement with Bruce Home Improvements
10. 2023 Service Agreement with Commercial Service
11. 2023 Service Agreement with Trinkle Snowplowing
12. Approval of Payroll

IV. NEW BUSINESS

1. Resolution 2022-84; Renew Mobile Vendor; Community Kitchen Food Truck
2. Street Closure Request from Gilliatte General Contractors along S. Grant St. north of E. 3rd St. (November 08, 2022- April 15, 2023)
3. Sidewalk Closure Request from Gilliatte General Contractors at 3391 S. Walnut St. (November 08, 2022- April 15, 2023)
4. Lane and Sidewalk Closure Requests from AEG
5. Contract with Rivertown Construction, LLC for the Henderson St. Neighborhood Greenway Project
6. Change Order #1 for the Hopewell Phase I East Demolition Project
7. Addendum #1 to Preliminary Engineering Contract with Shrewsbury for Bloomington Hospital Re-Use (BHRU) Infrastructure & Site Engineering Phase 1 East Project
8. Contract with HFI for City Hall Chiller Replacement

V. STAFF REPORTS & OTHER BUSINESS

VI. APPROVAL OF CLAIMS

VII. ADJOURNMENT

The Board of Public Works meeting was held Tuesday, October 25, 2022 at 5:30 pm in the Council Chambers of City Hall at 401 N. Morton St., Bloomington, Indiana and virtually through Zoom with Cox Deckard presiding.

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

Present: Kyla Cox Deckard
Elizabeth Karon
Jennifer Lloyd

ROLL CALL

City Staff: Adam Wason – Public Works
April Rosenberger -- Public Works
Chris Wheeler – City Legal
Maria McCormick – Housing & Neighborhood Development
Mike Arnold – Housing & Neighborhood Development
Beth Rosenbarger – Planning & Transportation
Sara Gomez -- Engineering
Neil Kopper -- Engineering
Paul Kehrberg – Engineering
Jason Kerr -- Engineering

None

**MESSAGES FROM BOARD
MEMBERS**

Dave Askins, B-Square Bulletin, spoke about the Bird scooter renewal that was not on the Agenda any longer. Askins asked when the renewal would be heard. Adam Wason stated he would address the removal of the renewal during staff reports.

**PETITIONS &
REMONSTRANCES**

1. Approval of Minutes; October 11, 2022
2. Supplement #1 to 2022 Service Agreement with Koorsen Fire & Security
3. Supplement #2 to 2022 Service Agreement with Cummins, Inc
4. 2023 Service Agreement with B&L Sheet Metal
5. 2023 Service Agreement with Cassidy Electrical Contractors
6. 2023 Service Agreement with City Lawn
7. 2023 Service Agreement with Koorsen Fire & Security
8. Contract with Air Technology Solutions for Filter Changes in Air Filtration Units at Fire Department Facilities
9. Service Agreement with VET Environmental
10. Service Agreement with Strauser Construction for Repair and Maintenance Services
11. Renewal #2 with ReCollect Digital Software Education Software
12. Outdoor Lighting Service Agreement with Duke Energy for Phase III of Showers Complex LED Conversion Project
13. Outdoor Lighting Service Agreement with Duke Energy for Intersection of W. Allen and S. Madison
14. Approval of Payroll

CONSENT AGENDA

Karon made a motion to approve the Consent Agenda. Lloyd seconded. All in favor, motion is passed.

Jason Kerr, Engineering, presented Request from AEG for Lane and Sidewalk Closures. See meeting packet for details.

**NEW BUSINESS
Request from AEG for Lane
and Sidewalk Closures**

Board Comments: None

Karon made a motion to approve Request from AEG for Lane and Sidewalk Closures. Lloyd seconded. All in favor, motion is passed.

Adam Wason, Public Works, on behalf of J.D. Boruff, presented Change Order #1 to Contract with Strauser Construction for Lower Level Renovation at Fire Station #2. See meeting packet for details.

Change Order #1 to Contract with Strauser Construction for Lower Level Renovation at Fire Station #2

Karon made a motion to approve Change Order #1 to Contract with Strauser Construction for Lower Level Renovation at Fire Station #2 Lloyd seconded. All in favor, motion is passed.

Adam Wason responded to earlier inquiry regarding the Bird Scooter renewal. Stated that after receiving communication from City Council members, City staff, in coordination with the Office of the Mayor and City Legal, decided to pull the item until further coordination and evaluation can be had with Indiana University and the City Council. Wason stated some downtown alley work is being done and leafing season will begin in early November.

STAFF REPORTS AND OTHER BUSINESS

Cox Deckard made mention that the next meeting has a slightly different schedule than normal in that the Session and Meeting will both be held on Monday. Cox Deckard asked that Mr. Askins be notified once the scooter renewal would be back on the agenda.

Karon made a motion to approve claims in the amount of \$433,088.80. Lloyd seconded. All in favor, motion is passed.

CLAIMS

Cox Deckard called for adjournment at 5:41 p.m.

ADJOURNMENT

Accepted By:

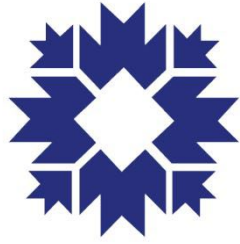
Kyla Cox Deckard, President

Jennifer Lloyd, Vice President

Elizabeth Karon, Secretary

Date:

Attest to:



CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

Project/Event: Mobile Vendor in Right of Way
PW Resolution No: 2022-81
Petitioner/Representative: Rachel Smith, Owner of PappyShack (Sylvie Rose LLC)
Staff Representative: Susan Coates
Meeting Date: 11/7/2022

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

The business will be selling food via a mobile kitchen and food truck.

This application is for 1 year.

Staff is supportive of the request.

Date: 10/5/22

Res # 2022-82
PAPPY SHACK
POPCORN



MOBILE VENDOR LICENSE APPLICATION

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

CITY OF BLOOMINGTON

1. License Length and Fee Application

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

*pl
w/c
10/21/22*

2. Applicant Information

Name: Rachel Smith
 Title/Position: Owner
 Date of Birth: 03/04/1987
 Address: 6032 Tower Rd
 City, State, Zip: Bloomington IN 47403
 E-Mail Address: pappysnacksnacks@gmail.com
 Phone Number: Mobile Phone: 812 340 6455

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

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

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

4. Company Information

Name of Employer: Sylvie Rose LLC DBA Pappysnack
Address of Employer: 6032 Tower Rd
City, State, Zip: Bloomington IN 47403
Employment Start Date: _____ End Date (If known): _____
Phone Number: 812 340 6455
Website / Email: _____
Company is a: Limited Liability Corporation (LLC) Corporation Partnership Sole Proprietor Other:

5. Company Officer Information

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

Name	Address
Rachel Smith	6032 Tower Rd Bloomington IN 47403

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

Date of incorporation or organization: 8/4/21
State of incorporation or organization: Indiana
(If Not Indiana) Date qualified to transact business in state of Indiana: ✓

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

Planned hours of operation:

M-SUN 8a-9p

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

TBD

Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.

Please Attach

Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?

Yes

No

(If Yes) Provide details

N/A

Mobile Vendor Check-list

Pappy Sheet

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

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

For City Of Bloomington Use Only

Date Received:

10/31/22

Received By:

[Signature]

Date Approved:

Approved By:

number listed on the renewal notice.

Do you have questions about the information displayed ? If you would like to email us, [Click here](#).

If you would like to chat with a BMV associate, [Click here](#). (Web Chat is available 8:15am - 4:45pm EST, Monday - Friday)

Our records indicate that your Indiana residence is located in the following county, township, and municipality. If you do not live within the city or town limits, NONE OF THE ABOVE will display as your municipality.

Country: UNITED STATES OF AMERICA
 Address: 2940 S WALNUT ST
 City: BLOOMINGTON
 State: INDIANA
 ZIP Code: 47401-7330
 County: MONROE
 Township: BLOOMINGTON
 Municipality: BLOOMINGTON

All registrations will be mailed to the address below. If you prefer to have your registration mailed to a different mailing address click the "Enter a One-Time Registration Mailing Address" link.

Country: UNITED STATES OF AMERICA
 Full Name or Company Name: TROY G SMITH
 Address: 2940 S WALNUT ST
 City: BLOOMINGTON
 State: INDIANA
 ZIP Code: 47401-7330

All [Add / Remove]

Renew	Your Vehicles/Watercraft	Plate Number	Expiration Date	Current Amount Due
-------	--------------------------	--------------	-----------------	--------------------

[Click here to Add to Cart](#) VIN/HIN: 1GCEC14X48Z153756 TK318MTB 10/21/23 \$96.31
 Year: 2008 Make: CHE
 Model: SILVERADO C1500

Plate: Indiana

I understand that the expiration date for this vehicle or watercraft is 6 months or more away, and I wish to renew this registration.

[Enter a One-Time Registration Mailing Address for this vehicle](#)

[Update Insurance Info](#)

[Change My Plate](#)

[Remove Registration](#)

Click
here
to
Add to
Cart

VIN/HIN: [4RWBU1223LH028132](#) TR943YXP 10/21/23 \$73.3!

Year: 2020 Make: RIC

Model: TD7612

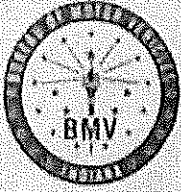
Plate: Indiana Trailer

I understand that the expiration date for this vehicle or watercraft is 6 months or more away, and I wish to renew this registration.

[Enter a One-Time Registration Mailing Address for this vehicle](#)
[Update Insurance Info](#)

[Remove Registration](#)

VIN/HIN: [1EDW525115HA71006](#)



STATE OF INDIANA

Eric J. Holcomb, Governor

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

Certification of Driver's Record

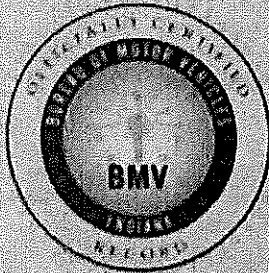
For: **RACHEL LEEANN SMITH**
DOB: 03/04/1987
STATUS: VALID as of 10/05/2022
NUMBER of DOCUMENTS: 1

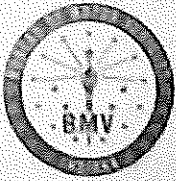
I, Rebekah Erwin, Director of Driver Records of the Indiana Bureau of Motor Vehicles and custodian of its records, hereby attest that the attached is a true and complete copy of the record, as requested, and as it appears in the files of the Indiana Bureau of Motor Vehicles.

Therefore, by my duly authorized representative, I certify this record by my signature and by the seal of the Indiana Bureau of Motor Vehicles this 5th of October, 2022.

A handwritten signature in cursive script that reads "Rebekah Erwin".

Rebekah Erwin, Director of Driver Records





STATE OF INDIANA

Eric J. Holcomb, Governor

BUREAU OF MOTOR VEHICLES

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

Joe B. Hoage, Commissioner

Indiana Official Driver Record

As of 10/05/2022 9:43 pm

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

RACHEL LEEANN SMITH
6032 TOWER RD
BLOOMINGTON, IN 47403-9057

License number: 0130-90-0675
License type: DRIVERS
License expires: 03/04/2028
License status: VALID
SR22: Not needed

Birth date: 03/04/1987 Gender: FEMALE

Current points: 0
Social Security #:

Physical Description: Height: 5'2" Weight: 120lbs Hair color: BROWN Eye color: HAZEL Donor: N

Endorsements: None

Pending Endorsements: None

Restrictions: None

Pending Restrictions: None

Suspension Information – (* indicates active suspensions)

– (** indicates closed/expired active suspensions stayed)

No Suspensions were found.

Pending Suspension Information

No Pending Suspensions were found.

Disqualification Information – (* indicates active disqualifications)

No Disqualifications were found.

Pending Disqualification Information

No Pending Disqualifications were found.

Out of State Withdrawal Information

No OOS Withdrawals were found.

Convictions -- (*) indicates active points)
 No Convictions were found

Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
9	06/25/2016	6032 TOWER RD	BLOOMINGTON	IN	47403-9057
8	01/19/2016	4422 W HEATHERWOOD LN	BLOOMINGTON	IN	47403-7330
7	03/05/2010	2940 S WALNUT ST	BLOOMINGTON	IN	47401-7330
6	10/26/2005	315 W GORDON PIKE TRLR 1	BLOOMINGTON	IN	47403
4	10/16/2004	3811 E MORNINGSIDE DR	BLOOMINGTON	IN	47404
3	10/16/2004	3811 E MORNINGSIDE DR	BLOOMINGTON	IN	47404
2	06/17/2002	RR 1 BOX 27A	SOLSBERRY	IN	47459
1	06/17/2002	RR 1 BOX 27A	SOLSBERRY	IN	47459

Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
9	06/28/2016	6032 TOWER RD	BLOOMINGTON	IN	47403-9057
7	03/05/2010	2940 S WALNUT ST	BLOOMINGTON	IN	47401-7330
5	10/26/2005	315 W GORDON PIKE TRLR 1	BLOOMINGTON	IN	47403

Credential Issuance

Issue Date: 09/18/2022, Duplicate License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 03/04/2028

Interim Credential Issue Date: 2/18/2022, Expiration Date: 3/20/2022, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 19680473

Issue Date: 02/18/2022, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 03/04/2028

Interim Credential Issue Date: 12/8/2017, Expiration Date: 1/7/2018, Reason: AMEND DL W/O CARD, IN-STATE, Control #: 11370249

Issue Date: 12/08/2017, Amend License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 02/18/2022

Interim Credential Issue Date: 6/28/2016, Expiration Date: 7/28/2016, Reason: AMEND DL W/O CARD, IN-STATE, Control #: 9068623

Issue Date: 06/28/2016, Amend License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 02/18/2022

Issue Date: 01/19/2016, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 02/18/2022

Interim Credential Issue Date: 3/5/2010, Expiration Date: 3/19/2010, Reason: RENEWAL DL W/ CARD, IN-STATE, Control #: 349042

Issue Date: 03/05/2010, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 01/19/2016

Issue Date: 07/01/2008, Duplicate License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 03/04/2010

Issue Date: 03/04/2008, Duplicate License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 03/04/2010

Issue Date: 05/05/2005, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 03/04/2010

Issue Date: 02/09/2005, Renew Permit, LEARNER PERMIT, Endorsements: None, Restrictions: None, Expiration Date: 02/28/2006

Issue Date: 10/16/2004, Renew ID Card, REGULAR ID CARD, Endorsements: None, Restrictions: None, Expiration Date: 03/04/2008

Issue Date: 06/17/2002, Renew ID Card, REGULAR ID CARD, Endorsements: None, Restrictions: None, Expiration Date: 06/30/2006

Issue Date: 06/17/2002, Issue Driver's Ed, DRIVER EDUCATION, Endorsements: None, Restrictions: None, Expiration Date: 06/30/2003

Issue Date: 10/26/2005, Amend License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 03/04/2010

Remarks

Remark Date: 03/04/2008 ID Card voluntarily surrendered on: 3/4/2008 1:31:44 PM

* End of Driver Record *

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Winslow Narathou
INSPECTOR'S NAME RODNEY POTER INSPECTOR'S PHONE # 812 369 3924
DATE OF INSPECTION 10/1/22 SHOP 812 339 4546
TAXICAB COMPANY N/A
VEHICLE YEAR 08 MAKE CHEVY MODEL SILVERADO
VIN 1GCEC14X482153756

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

Attach this completed Inspection Sheet with your permit or renewal application
and remit to:
City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton St.
Bloomington, Indiana 47404
812-349-3419

1/2
12

Additional Comments by Inspector: _____

Inspector Signature Rodney Potter

Date: 10-3-22

**Attach this completed Inspection Sheet with your permit or renewal application
and remit to:
City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton St.
Bloomington, Indiana 47404
812-349-3419**

2/2
15



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/20/2022

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

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


PRODUCER Chuck Souder Insurance Agency Inc 1905 S Liberty Drive Bloomington, IN 47403	CONTACT NAME: Chuck Souder	PHONE (A/G, No, Ext): 812-332-1100		FAX (A/G, No):
	E-MAIL ADDRESS: csouder@shelterinsurance.com			
INSURED Sylvie Rose LLC dba Pappy Shack 6032 Tower Road Bloomington, IN 47403	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A: Shelter Insurance Company			23388
	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			13-31-10664017-1	03/30/2022	03/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			13-1-4443888-20	09/09/2022	09/09/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					1	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER City of Bloomington Dept of Economic & Sustainable Development 401 N Morton St Bloomington, IN 47404	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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John Hamilton
Mayor
CITY OF BLOOMINGTON
401 N. Morton St Suite 130
P.O. Box 100
Bloomington, Indiana 47402

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

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

Rachel Smith
Name, Printed


Signature

10/5/22
Date Release Signed

APPROVED AND FILED
HOLLI SULLIVAN
INDIANA SECRETARY OF STATE
08/24/2021 08:00 AM

CERTIFICATE OF ASSUMED BUSINESS NAME

NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID 202103041467384
BUSINESS TYPE Domestic Limited Liability Company
BUSINESS NAME SYLVIE ROSE LLC
PRINCIPAL OFFICE ADDRESS 6032 TOWER RD, BLOOMINGTON, IN, 47403, USA

EFFECTIVE DATE

EFFECTIVE DATE 08/23/2021
EFFECTIVE TIME 09:58PM

ASSUMED NAME AND ADDRESS

PappyShack 6032 Tower Rd , Bloomington, IN, 47403, USA

SIGNATURE

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY August 23, 2021.

SIGNATURE Rachel L Smith
TITLE Manager

Business ID : 202103041467384
Filing No. : 9123587

State of Indiana
Office of the Secretary of State

Certificate of Assumed Business Name
of
SYLVIE ROSE LLC

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

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

PAPPYSHACK

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, August 23, 2021.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, August 24, 2021.

A handwritten signature in cursive script that reads 'Holli Sullivan'.

HOLLI SULLIVAN
SECRETARY OF STATE

202103041467384 / 9123587

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

Date of this notice: 03-05-2021

Employer Identification Number:
86-2432965

Form: 99-4

Number of this notice: CP 575 G

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

SYLVIE ROSE LLC
RACHEL L SMITH SOLE MBR
6032 TOWER RD
BLOOMINGTON, IN 47403

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 86-2432965. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

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

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

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

Thank you for your cooperation.

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

Prohibited Location Agreement

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

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

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

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

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

Vendor:

Name: Rachel Smith

Signature: [Handwritten Signature]

Date: 10/5/02

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

Standard of Conduct Agreement

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

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

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

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

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

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

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

Vendor:

Name:

Rachel Smith

Signature:



Date:

10/5/22

City of Bloomington
Fire Department

Mayor John Hamilton
Fire Chief Jason Moore

300 E 4th St
Bloomington IN 47402

(812) 332-9763
Fax (812) 332-9764

Temporary Food Vendor

Date: 10/13/2022

Business Name: Pappy Shack Popcorn

Address: 6032 TOWER RD
Bloomington, IN 47408

Phone:

The following permit has been issued:

Permit No. 22-0233

Type: FOOD Temporary Vender/Cooking

Issued Date: 10/11/2022

Effective Date: 10/13/2022

Expiration Date: 10/13/2023

It is the business's responsibility to ensure that conditions are in accordance with applicable State and Local fire regulations. Please contact City of Bloomington Fire for more information.



Digitally signed by Tim Clapp
DN: C=US,
E=tclapp@bloomington.in.gov,
O=Fire Marshall, CN=Tim Clapp
Date: 2022.10.13
14:19:55-04'00'

Inspector: Tim Clapp

Date



ServSafe
National Restaurant Association

ServSafe® CERTIFICATION

RACHEL SMITH

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

21048554

CERTIFICATE NUMBER

9/23/2021

DATE OF EXAMINATION

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

10752

EXAM FORM NUMBER

9/23/2026

DATE OF EXPIRATION



#0655

Sherman L Brown

Sherman L Brown
Executive Vice President, National Restaurant Association Solutions



**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2022-81
Mobile Vendor in Public Right of Way
Sylvie Rose LLC d.b.a. PappyShack**

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

WHEREAS, Sylvie Rose LLC d.b.a. PappyShack (“Vendor”), is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

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

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

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen and food truck for one (1) year beginning on November 7, 2022, and ending on November 7, 2023.

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

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

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

RESOLUTION 2022-81

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

ADOPTED THIS THE 7th DAY OF NOVEMBER, 2022.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Jennifer Lloyd, Vice-President

Elizabeth Karon, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2022-82 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Rachel Smith

Date: _____



Board of Public Works Staff Report

Project/Event: Canopy of Lights

Petitioner/Representative: Downtown Bloomington, Inc.

Staff Representative: April Rosenberger

Meeting Date: November 07, 2022

Event Date: November 25, 2022

The Canopy of Lights is an annual event sponsored by Downtown Bloomington, Inc., and is free and open to the public. Downtown Bloomington, Inc. is requesting 4 parking spaces on Kirkwood from Wednesday, November 23 at 8 am to Saturday, November 26th at 9 am for placement of the stage.

Downtown Bloomington, Inc. is also requesting Kirkwood Avenue between College Avenue and Walnut Street be closed to vehicular traffic and parking and 3 parking spaces along College Ave. across from The Tap be closed on Friday, November 25th, between 3:00 p.m. and 9:00 p.m.

It is anticipated this event will attract 4000 participants to the Downtown area.

The resolution includes a noise waiver for amplified music.



SPECIAL EVENT APPLICATION

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

1. Applicant Information

Contact Name:	Talisha Coppock		
Contact Phone:		Mobile Phone:	812.360.3681
Title/Position:	Executive Director		
Organization:	Downtown Bloomington, Inc.		
Address:	302 S. College Avenue		
City, State, Zip:	Bloomington, IN 47403		
Contact E-Mail Address:	tcoppock@downtownbloomington.com		
Organization E-Mail and URL:	www.downtownbloomington.com tcoppock@downtownbloomington.com		
Org Phone No:	812.336.3681 812.349.2981	Fax No:	

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

Organization Name:	City of Bloomington Parks and Recreation		
Address:	P.O. Box 100		
City, State, Zip:	Bloomington, IN 47402		
Contact E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

3. Event Information

Type of Event	<input checked="" type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input checked="" type="checkbox"/> Festival <input checked="" type="checkbox"/> Block Party <input type="checkbox"/> Parade <input checked="" type="checkbox"/> Other (Explain below in Description of Event)		
Date(s) of Event:	Friday, November 25, 2022		
Time of Event:	Date: Nov 25 Start: 6 pm	Date: Nov 25	End: 7 pm
Setup/Teardown time Needed	Date: Nov 25 Start: 3 pm	Date: Nov 25	End: 9 pm
Calendar Day of Week:	Friday		
Description of Event:	Downtown Holiday Lighting Ceremony Brass Band, Santa, Speakers, People standing in the street, Radio Station Van, Canopy of Light		
List of Street Closures (If applicable)	Kirkwood between College and Walnut		
Expected Number of Participants:	3000	Expected # of vehicles (Use of Parking Spaces to close): One block in Front of Fountain Square, 3 space on College across from the Tap for elderly members of band	

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

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

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

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

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

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

6. CHECKLIST

<input checked="" type="checkbox"/>	Determine what type of Event
<input type="checkbox"/>	Complete application with attachment <input checked="" type="checkbox"/> Detailed Map <input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input checked="" type="checkbox"/> Maintenance of Traffic Plan <input checked="" type="checkbox"/> Noise Permit Application (if applicable) <input checked="" type="checkbox"/> Certificate of Liability Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input checked="" type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) <input checked="" type="checkbox"/> Waste and Recycling Plan (if applicable)
<input type="checkbox"/>	Date Application will be heard by Board of Public Works (contact ESD at 812-349-3418 for date)
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	No Parking Signs <input type="checkbox"/> Board of Public Works approved events are provided by Department of Public Works (DPW) <input type="checkbox"/> Contacted DPW at 812-349-3410 to request and schedule No Parking Signs

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

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



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

Contact April Rosenberger with any questions: (812) 349-3410 or april.rosenberger@bloomington.in.gov

Event and Noise Information

Name of Event:	Canopy of Lights Downtown Holiday Lighting Ceremony		
Location of Event:	Southside Courthouse Square Kirkwood		
Date of Event:	Nov 25	Time of Event:	Start: 6pm
Calendar Day of Week:	Friday		End: 7 pm
Description of Event:	Bloomington Brass Band and Speakers		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input checked="" type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input type="checkbox"/> X Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:	Talisha Coppock		
Organization:	Downtown Bloomington Inc.	Title:	
Physical Address:	302 S. College Ave.		
Email Address:	tcoppock@downtownbloomington.com	Phone Number:	812.360.3681
Signature:		Date:	10.27.2022

FOR CITY OF BLOOMINGTON USE ONLY

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

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

Waste and Recycling Management Plan Template

Event name: Canopy of Lights Downtown Holiday Lighting

Cermony

Number of expected attendees: 3000

Number of food vendors: 1

Number of other vendors: 1

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

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

TIP: Recycling bins should be visually distinct from waste bins, and all bins should be clearly labeled for easy use by attendees.

ClearStream recycling bins are available for use through [Downtown Bloomington, Inc.](#)

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

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

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

Collection and hauling system: Describe where and how waste and recycling will be collected and separated. Include information on how attendees and vendors will be educated on where materials should be placed, including signage, pre-event training and publicity, volunteer-staffed waste management stations, etc.

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

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

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

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

EXAMPLE: NOTICE OF PUBLIC MEETING LETTER

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for Canopy of Lights Downtown Lighting Ceremony.

The Board of Public Works meeting to hear this request will be November 07, 2022 Board of Public Works meetings are held virtually via zoom. Zoom information can be found on the Public Works web page at <https://bloomington.in.gov/boards/public-works> or you may also call 812.349.3411 for this information.

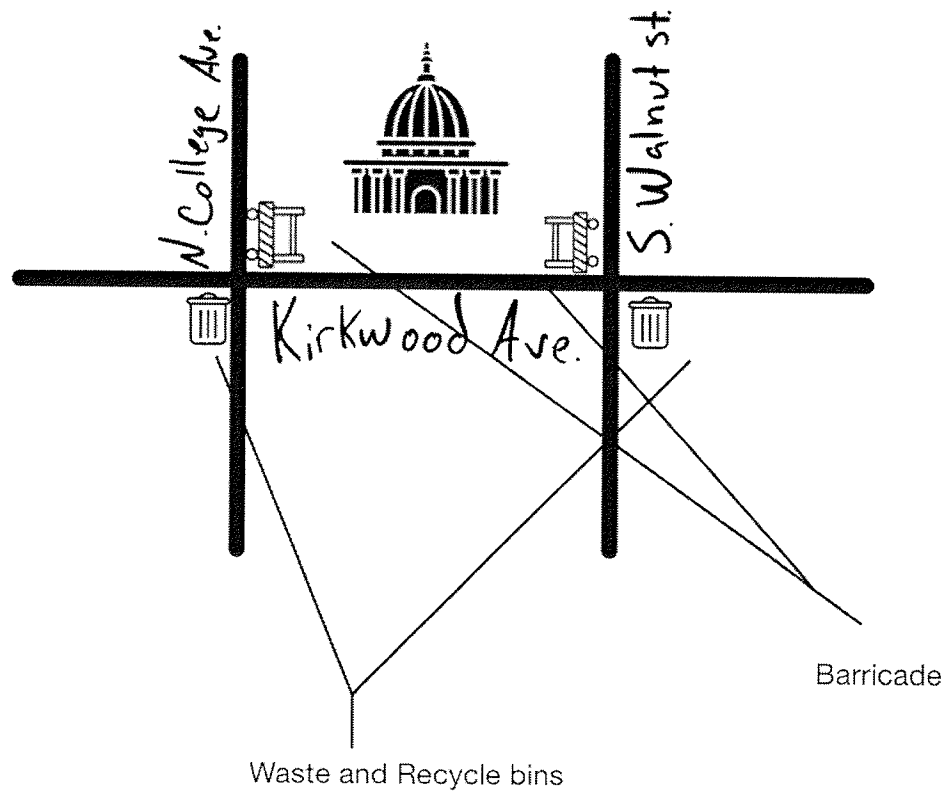
The proposal for Canopy of Lights Downtown Lighting Ceremony will be on file and may be examined in the Public Works office on the Friday (insert date) prior to the Tuesday (insert) meeting.

All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone you may call 812.349.3411 or email public.works@bloomington.in.gov. Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

PETITIONER:

DATE:



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

**BOARD OF PUBLIC WORKS
RESOLUTION 2022-82**

Canopy of Lights

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Bloomington Board of Public Works declares that Kirkwood Avenue between Walnut Street and College Avenue be temporarily closed to parking and to traffic from 3:00 p.m. until 9:00 p.m., Friday, November 25, 2022, and for the general public to occupy the streets, Friday, November 25, 2022 from 6:00 p.m. until 7:30 p.m. while watching the entertainment and lighting of the downtown square. In addition, 3 parking spaces on College Ave. across from The Tap will be blocked on Friday, November 25, 2022 from 3:00 p.m. to 9:00 p.m., for members of the Brass Band.
2. The City of Bloomington will provide and set up jersey style water filled barricades at or around 3:00 p.m. on November 25, 2022. Jersey style water filled barricades water barriers will be removed as part of clean-up.
3. The Stage for this event will require four parking spaces on the south side of Kirkwood to be used from Wednesday, November 23, 2022 from 8:00 a.m. to Saturday, November 26, 2022 at 9:00 a.m.
4. Sponsor shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Engineering Department. Sponsor shall obtain, and place at Sponsor’s own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers for protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate
5. Sponsor shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures, and to obtain from any and all appropriate entities the

RESOLUTION 2022-82

necessary permission to use private property.

6. Sponsor shall be responsible for all clean-up that may be necessary as a result of the event to be completed by 9:00 p.m., Friday, November 25, 2022. Clean-up shall include removal of any temporary “no parking” signage.
7. That by granting permission to utilize City property to facilitate this activity, the Board of Public Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified music may be played during the hours of the event.
8. Sponsor shall be responsible for notifying the general public in advance by notice to the press, Bloomington and IU Transits, local cab companies and all emergency services 48 hours prior to the event and the fact that vehicular traffic may be temporarily delayed at times.
9. That in consideration for the use of the City’s property and to the fullest extent permitted by law, Downtown Bloomington Inc., for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively “Claims”) which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
10. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 07th DAY OF NOVEMBER, 2022.

BOARD OF PUBLIC WORKS:

DOWNTOWN BLOOMINGTON, INC.

Kyla Cox Deckard, President

Signature

Jennifer Lloyd, Vice President

Printed Name

Elizabeth Karon, Secretary

Position



Board of Public Works Staff Report

Project/Event: Addendum # 5 Supplement for Agreement for the Purchase and Delivery of Fuel

Petitioner/Representative: Fleet Maintenance Department

Staff Representative: Jason Speer / Lisa Lazell

Meeting Date: November 3, 2022

Report: On November 1, 2016 the Board of Public Works approved agreements for purchase and delivery of fuel products with the following companies: Al Warren Oil, Heritage Petroleum, Petroleum Traders and White River Co-op, now doing business as Premier AG Co-op. Included in the agreement is the provision to renew the agreement annually.

City of Bloomington Contract and Purchase Justification Form

Vendor: Al Warren Oil

Contract Amount: Not to Exceed 1,656,525.

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.

of Submittals:

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 type="checkbox"/>	<input checked="" type="checkbox"/>
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

Yes No

This contract is to approve vendors to be contacted when fuel is required. A quote document is sent to the approved vendors and is awarded to the lowest bidder for that delivery of fuel.

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

This is addendum #5 to BC2016-56SB for the purchase of bulk fuel (Unleaded and Diesel)

Jason Speer / Lisa Lazell

Manager / Office Manager

PW - Fleet Maintenance

Print/Type Name

Print/Type Title

Department

ADDENDUM #5 TO AGREEMENTS FOR PURCHASE AND DELIVERY OF FUEL
Between the
CITY OF BLOOMINGTON
And
AL WARREN OIL, HERITAGE PETROLUEM, PETROLEUM TRADERS AND WHITE RIVER CO-OP (NKA
PREMIER AG CO-OP), (“Suppliers”)

This Addendum #5 supplements the Agreements for Purchase and Delivery of Fuel with Al Warren Oil, Heritage Petroleum, Petroleum Traders and White River Co-op (nka Premier AG Co-op) (“Agreements”) as follows:

1. Terms of Agreement: Article 4 of the Agreements between the City of Bloomington Public Works Department through the Board of Public Works (“Department”) and Al Warren Oil, Heritage Petroleum, Petroleum Traders and White River Co-op (nka Premier Ag Co-op) states: “The term of this Agreement shall commence on November 1, 2016, and shall continue through October 31, 2017 (the Operating Term)”. This Agreement may be renewed annually for additional one-year terms, provided Supplier does not give written notice to the City at least sixty (60) days prior to the expiration of the Agreement Term, that it does not wish to renew the Agreement. The City and the Supplier agrees to the one (1) year renewal of the Agreements, which shall commence on November 1, 2022 and shall continue through October 31, 2023.

2. In all other respects, the Agreements shall remain in effect as originally written.

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

CITY OF BLOOMINGTON

CONSULTANT (“Supplier”)

By: _____

By: _____

Kyla Cox Deckard, President
Board of Public Works

Date: _____

BY: _____

Beth Cate, Corporation Counsel

Date: _____

City of Bloomington Contract and Purchase Justification Form

Vendor: Heritage Petroleum

Contract Amount: Not to Exceed 1,656,525.

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

PURCHASE INFORMATION

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

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

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

# of Submittals:	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	This contract is to approve vendors to be contacted when fuel is required. A quote document is sent to the approved vendors and is awarded to the lowest bidder for that delivery of fuel.
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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

This is addendum #5 to BC2016-56SB for the purchase of bulk fuel (Unleaded and Diesel)

Jason Speer / Lisa Lazell

Manager / Office Manager

PW - Fleet Maintenance

Print/Type Name

Print/Type Title

Department

ADDENDUM #5 TO AGREEMENTS FOR PURCHASE AND DELIVERY OF FUEL
Between the
CITY OF BLOOMINGTON
And
AL WARREN OIL, HERITAGE PETROLUEM, PETROLEUM TRADERS AND WHITE RIVER CO-OP (NKA
PREMIER AG CO-OP), (“Suppliers”)

This Addendum #5 supplements the Agreements for Purchase and Delivery of Fuel with Al Warren Oil, Heritage Petroleum, Petroleum Traders and White River Co-op (nka Premier AG Co-op) (“Agreements”) as follows:

1. Terms of Agreement: Article 4 of the Agreements between the City of Bloomington Public Works Department through the Board of Public Works (“Department”) and Al Warren Oil, Heritage Petroleum, Petroleum Traders and White River Co-op (nka Premier Ag Co-op) states: “The term of this Agreement shall commence on November 1, 2016, and shall continue through October 31, 2017 (the Operating Term)”. This Agreement may be renewed annually for additional one-year terms, provided Supplier does not give written notice to the City at least sixty (60) days prior to the expiration of the Agreement Term, that it does not wish to renew the Agreement. The City and the Supplier agrees to the one (1) year renewal of the Agreements, which shall commence on November 1, 2022 and shall continue through October 31, 2023.
2. In all other respects, the Agreements shall remain in effect as originally written.

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

CITY OF BLOOMINGTON

CONSULTANT (“Supplier”)

By: _____

By: _____

Kyla Cox Deckard, President
Board of Public Works

Date: _____

BY: _____

Beth Cate, Corporation Counsel

Date: _____

City of Bloomington Contract and Purchase Justification Form

Vendor: Petroleum Traders

Contract Amount: Not to Exceed 1,656,525.

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

PURCHASE INFORMATION

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

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

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

# of Submittals:	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	This contract is to approve vendors to be contacted when fuel is required. A quote document is sent to the approved vendors and is awarded to the lowest bidder for that delivery of fuel.
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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

This is addendum #5 to BC2016-56SB for the purchase of bulk fuel (Unleaded and Diesel)

Jason Speer / Lisa Lazell

Manager / Office Manager

PW - Fleet Maintenance

Print/Type Name

Print/Type Title

Department

ADDENDUM #5 TO AGREEMENTS FOR PURCHASE AND DELIVERY OF FUEL
Between the
CITY OF BLOOMINGTON
And
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PREMIER AG CO-OP), (“Suppliers”)

This Addendum #5 supplements the Agreements for Purchase and Delivery of Fuel with Al Warren Oil, Heritage Petroleum, Petroleum Traders and White River Co-op (nka Premier AG Co-op) (“Agreements”) as follows:

1. Terms of Agreement: Article 4 of the Agreements between the City of Bloomington Public Works Department through the Board of Public Works (“Department”) and Al Warren Oil, Heritage Petroleum, Petroleum Traders and White River Co-op (nka Premier Ag Co-op) states: “The term of this Agreement shall commence on November 1, 2016, and shall continue through October 31, 2017 (the Operating Term)”. This Agreement may be renewed annually for additional one-year terms, provided Supplier does not give written notice to the City at least sixty (60) days prior to the expiration of the Agreement Term, that it does not wish to renew the Agreement. The City and the Supplier agrees to the one (1) year renewal of the Agreements, which shall commence on November 1, 2022 and shall continue through October 31, 2023.

2. In all other respects, the Agreements shall remain in effect as originally written.

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

CITY OF BLOOMINGTON

CONSULTANT (“Supplier”)

By: _____

By: _____

Kyla Cox Deckard, President
Board of Public Works

Date: _____

BY: _____

Beth Cate, Corporation Counsel

Date: _____

City of Bloomington Contract and Purchase Justification Form

Vendor: White River Co-op (nka Premier

Contract Amount: Not to Exceed 1,656,525.

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

PURCHASE INFORMATION

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

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

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

# of Submittals:	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	This contract is to approve vendors to be contacted when fuel is required. A quote document is sent to the approved vendors and is awarded to the lowest bidder for that delivery of fuel.
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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

This is addendum #5 to BC2016-56SB for the purchase of bulk fuel (Unleaded and Diesel)

Jason Speer / Lisa Lazell

Manager / Office Manager

PW - Fleet Maintenance

Print/Type Name

Print/Type Title

Department

ADDENDUM #5 TO AGREEMENTS FOR PURCHASE AND DELIVERY OF FUEL
Between the
CITY OF BLOOMINGTON
And
AL WARREN OIL, HERITAGE PETROLUEM, PETROLEUM TRADERS AND WHITE RIVER CO-OP (NKA
PREMIER AG CO-OP), (“Suppliers”)

This Addendum #5 supplements the Agreements for Purchase and Delivery of Fuel with Al Warren Oil, Heritage Petroleum, Petroleum Traders and White River Co-op (nka Premier AG Co-op) (“Agreements”) as follows:

1. Terms of Agreement: Article 4 of the Agreements between the City of Bloomington Public Works Department through the Board of Public Works (“Department”) and Al Warren Oil, Heritage Petroleum, Petroleum Traders and White River Co-op (nka Premier Ag Co-op) states: “The term of this Agreement shall commence on November 1, 2016, and shall continue through October 31, 2017 (the Operating Term)”. This Agreement may be renewed annually for additional one-year terms, provided Supplier does not give written notice to the City at least sixty (60) days prior to the expiration of the Agreement Term, that it does not wish to renew the Agreement. The City and the Supplier agrees to the one (1) year renewal of the Agreements, which shall commence on November 1, 2022 and shall continue through October 31, 2023.

2. In all other respects, the Agreements shall remain in effect as originally written.

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

CITY OF BLOOMINGTON

CONSULTANT (“Supplier”)

By: _____

By: _____

Kyla Cox Deckard, President
Board of Public Works

Date: _____

BY: _____

Beth Cate, Corporation Counsel

Date: _____



Board of Public Works Staff Report

Project/Event: Supplement #1 to Service Agreement with Economy Termite & Pest, Inc., for Termite and Pest Control Services

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 7, 2022

This supplement is being requested for the increase of the original not to exceed amount of \$9,500. The supplement we're requesting would be an additional \$2,000. This Supplement #1 increases the not to exceed amount of the Agreement to \$11,500.00. When determining the original "not to exceed" amount for the original agreement, we underestimated the amount of work we would have for this contractor to perform.

Respectfully submitted,

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

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Economy Termite & Pest

Contract Amount: \$2,000

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

PURCHASE INFORMATION

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

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

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

# of Submittals: 0	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	This is for a supplement to increase the Do Not Exceed amount	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input type="checkbox"/>			

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

This is for an existing service agreement. We are requesting an increase of the do not exceed amount of the original service agreement. We are requesting to add \$2,000 on top of our original do not exceed amount of \$9,500. Our new do not exceed amount will be \$11,500.

JD Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department

SUPPLEMENT #1 TO 2022 SERVICE AGREEMENT

Between the

CITY OF BLOOMINGTON

And

ECONOMY TERMITE & PEST CONTROL, INC

This Supplement #1 increases the Not to Exceed amount of compensation allowed under this Service Agreement as follows:

1. On November 9, 2021, the Board of Public Works approved the 2022 Services Agreement with Economy Termite & Pest Control, Inc.
2. **Article 4. Compensation** contained the not to exceed amount of compensation that was originally allowed under this Service Agreement as \$9,500.00. This Supplement #1 adds \$2,000 in compensation, for a revised NTE cost of \$11,500.00 for this 2022 Service Agreement. Staff underestimated the amount of work this contractor would perform.
3. In all other respects, the Agreement shall remain in effect as originally written.

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

CITY OF BLOOMINGTON

ECONOMY TERMITE & PEST CONTROL, INC

By: _____

Kyla Cox Deckard, President
Board of Public Works

By: _____

Name and Title

Date: _____

Date: _____

By: _____

Adam Wason, Director
Public Works Department

Date: _____

By: _____

John Hamilton, Mayor

Date: _____



Board of Public Works Staff Report

Project/Event: Supplement #1 to Service Agreement with Indiana Door & Hardware Specialties, Inc., for Locksmith Services and Installation and Repair of Doors and Door Hardware

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 7, 2022

This supplement is being requested for the increase of the original not to exceed amount of \$7,500. The supplement we're requesting would be an additional \$4,000. This Supplement #1 increases the not to exceed amount of the Agreement to \$11,500.00. When determining the original "not to exceed" amount for the original agreement, we based the amount on the previous year.

Respectfully submitted,

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

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Indiana Door & Hardware

Contract Amount: \$4,000

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

PURCHASE INFORMATION

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

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

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

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

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

This is a supplement to an existing service agreement that was approved by the Board of Public Works on December 1, 2021. We are adding an additional \$2,000 to the service agreement with Indiana Door & Hardware.

 JD Boruff

 Director of Facilities

 Public Works

Print/Type Name

Print/Type Title

Department

**SUPPLEMENT #1 TO 2022 SERVICE AGREEMENT FOR
INDIANA DOOR & HARDWARE**

This Supplement #1 amends the original 2022 Service Agreement with Indiana Door & Hardware for Locksmith Services, Installation and Repair of Doors and Door Hardware for all facilities maintained by the Department, which was entered into on December 1, 2021, and which is attached hereto and incorporated herein by reference.

1. **Article 4. Compensation** provides that the not to exceed cost of this Service Agreement could be amended to add additional services not set forth in the original agreement. The original Not to Exceed cost was \$7,500. The Supplement #1 would increase the total compensation allowed under this Agreement by \$4,000, to a new Not to Exceed cost of to \$11,500, after the Department determined we had underestimated the amount of work they had to perform.
2. In all other aspects, the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the day and year last written below.

CITY OF BLOOMINGTON

INDIANA DOOR & HARDWARE

Kyla Cox Deckard
President, Board of Public Works

Jennifer Lloyd
Vice President, Board of Public Works

Date: _____

Elizabeth Karon
Secretary, Board of Public Works

Date: _____

John Hamilton
Mayor

Date: _____



Board of Public Works Staff Report

Project/Event: Supplement #2 to Service Agreement with Harrell-Fish, Inc.,
for HVAC Maintenance and Repair Services

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 7, 2022

This supplement is being requested for the increase of the existing not to exceed amount of \$155,000. The supplement we're requesting would be an additional \$30,000. This Supplement #1 increases the not to exceed amount of the Agreement to \$185,000.00. When determining the "not to exceed" amount for the agreement, we underestimated the amount of work we would have for this contractor to perform.

Respectfully submitted,

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

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Harrell-Fish, Inc.

Contract Amount: \$30,000

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

PURCHASE INFORMATION

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

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

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

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

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

This is a second supplement to an existing service agreement that was approved by the Board of Public Works on October 11th, 2022. We are adding an additional \$30,000 to the HVAC service agreement with HFI.

JD Boruff

Director of Facilities

Public Works

Print/Type Name

Print/Type Title

Department

**SUPPLEMENT #2 TO 2022 SERVICE AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
AND
HARRELL-FISH, INC.**

This Supplement #1 increases the Not to Exceed amount of compensation allowed under this Service Agreement as follows:

1. On October 11, 2022, the Board of Public Works approved Supplement #2 to the 2022 Service Agreement with Harrell-Fish, Inc.

2. **Article 4. Compensation** contained the not to exceed amount of compensation that was originally allowed under this Service Agreement as \$145,000.00. Supplement #1 added \$10,000 in compensation, for a revised NTE cost of \$155,000.00 for this 2022 Service Agreement. Supplement #2 will an additional \$30,000 in compensation, for a revised NTE cost of \$185,000.00.

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

IN WITNESS WHEREOF, the parties have caused this Supplement #2 to be executed the day and year last written below:

CITY OF BLOOMINGTON

HARRELL-FISH, INC.

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

By: _____

Name and Title

Date: _____

Date: _____

By: _____
Adam Wason, Director
Public Works Department

Date: _____

By: _____
John Hamilton, Mayor

Date: _____



Board of Public Works Staff Report

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

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 7, 2022

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

Compensation not to exceed \$25,000.00.

Respectfully submitted,

A handwritten signature in black ink that reads "JD Boruff".

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Bounds Flooring, Inc

Contract Amount: \$25,000

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

PURCHASE INFORMATION

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

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

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

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

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

We renew a service agreement with Bounds Flooring every year.

JD Boruff

Print/Type Name

Director of Facilities

Print/Type Title

Department of Public Works

Department

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

This Agreement, entered into on this 7th day of November, 2022, by and between the City of Bloomington Department of Public Works (the “Department”), and Bounds Flooring, Inc., LLC (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: repair and maintenance of flooring and carpeting. These services will be performed at City facilities (“Services”) for a set price. These rates shall be Sixty-Eight Dollars (\$68.00) per hour Monday through Friday, 7:00 am to 5:00 pm, Seventy-Eight Dollars (\$78.00) per hour Monday through Friday 5:00 pm to 7:00 am, Eighty-Three Dollars (\$83.00) an hour on Saturday, and One-Hundred-Six Dollars (\$106.00) an hour on Sunday for a Lead Man. A Helper shall be billed at the rate of Forty-Two Dollars (\$42.00) per hour Monday through Friday, 7:00 am to 5:00 pm, Forty-Five Dollars (\$45.00) per hour Monday through Friday 5:00 pm to 7:00 am, Forty-Seven Dollars (\$47.00) an hour on Saturday, and Sixty Dollars (\$60.00) an hour on Sunday. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Tuesday, December 31st, 2023, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

Bounds Flooring, Inc.

John Hamilton, Mayor

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20__.

Bounds Flooring, Inc.

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

Commission #: _____



Board of Public Works Staff Report

Project/Event: 2023 Service Contract with Bruce Home Improvements, Inc. for Maintenance and Repair of Overhead Doors and Associated Equipment

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 7, 2022

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

Compensation not to exceed \$25,000.00.

Respectfully submitted,

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

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Bruce Home Improvement

Contract Amount: 25,000

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

PURCHASE INFORMATION

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

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

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

# of Submittals:	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 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"/>

	Yes	No
Was the lowest cost selected? (If no, please state below why it was not.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

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

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

JD Boruff

Director of Facilities

Department of Public Works

Print/Type Name

Print/Type Title

Department

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

This Agreement, entered into on this 7th day of November, 2022, by and between the City of Bloomington Department of Public Works (the “Department”), and Bruce Home Improvements, Inc. (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: Maintenance and repair of overhead doors, door openers, and remote control equipment for overhead doors. These services will be performed at City facilities (“Services”) for a set price. One person during normal business hours shall be One Hundred Forty Dollars (\$140.00) for the first hour, Seventy-Five Dollars (\$75.00) per hour for the second hour and all subsequent hours. Two people during normal business hours shall be One Hundred Ninety Dollars (\$190.00) per hour for the first hour, One Hundred Twenty-Five Dollars (\$125.00) per hour for the second hour and all subsequent hours. Three people during normal business hours shall be Two Hundred Twenty-Five Dollars (\$225.00) for the first hour, One Hundred Sixty Dollars (\$160.00) per hour for the second hour and all subsequent hours. Normal business hours shall be Monday through Friday 7:00 am to 5:00 pm. One person outside of normal business hours shall be Two Hundred Dollars per hour (\$200.00) for the first hour, One Hundred Twenty-Five Dollars (\$125.00) per hour for the second hour and all subsequent hours. Two people outside of normal business hours shall be Two Hundred Fifty Dollars (\$250.00) per hour for the first hour, One Hundred Seventy-Five Dollars (\$175.00) per hour for the second hour and all subsequent hours. Three people outside of normal business hours shall be Three Hundred Dollars (\$300.00) for the first hour, Two Hundred Twenty-Five Dollars (\$225.00) for the second hour and all subsequent hours. The Department will pay for all parts and materials. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31st, 2023, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

Bruce Home Improvements, Inc.

John Hamilton, Mayor

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20__.

Bruce Home Improvements, Inc.

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

My Commission #: _____



Board of Public Works Staff Report

Project/Event: 2023 Service Agreement with Commercial Service of Bloomington for maintenance and repair of HVAC Equipment and Plumbing Systems

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 7, 2022

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

Compensation not to exceed \$15,000.00.

Respectfully submitted,

A handwritten signature in black ink that reads "JD Boruff".

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Commercial Service, Inc

Contract Amount: \$15,000

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

PURCHASE INFORMATION

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

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

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

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

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

We renew a service agreement with Commercial Service yearly.

JD Boruff

Facilities Director

Department of Public Works

Print/Type Name

Print/Type Title

Department

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

This Agreement, entered into on this 7th day of November, 2022, by and between the City of Bloomington Department of Public Works (the “Department”), and Commercial Service of Bloomington, Inc. (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: maintenance and repair of HVAC and plumbing systems. These services will be performed at City facilities (“Services”) for a set price per hour. The rate for a Technician shall be Ninety-Eight Dollars (\$98.00) per hour for regular time, One-Hundred-Forty-Seven Dollars (\$147.00) per hour for overtime, and One-Hundred-Ninety-Six Dollars (\$196.00) per hour for double time. The rate for a Helper shall be Seventy Dollars (\$70.00) per hour for regular time, One Hundred-Five Dollars (\$105.00) per hour for overtime, and One-Hundred-Forty Dollars (\$140.00) per hour for double time. Regular time shall be Monday through Friday 7:00 am to 5:00 pm and Saturday from 7:00 am to 1:00 pm. Over time shall be Monday through Friday 5:00 pm to 10:00 pm, Saturday 1:00 pm to 10:00 pm, and Sunday 7:00 am to 5:00 pm. Double time shall be Monday through Friday 10:00 pm to 7:00 am, Saturday 10:00 pm to 7:00 am, and Sunday 5:00 pm to 7:00 am. Any hours on a holiday recognized by the City shall be billed at double time. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Tuesday, December 31st, 2023, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

Commercial Service of Bloomington, Inc.

John Hamilton, Mayor

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20__.

Commercial Service of Bloomington, Inc.

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

My Commission #: _____



Board of Public Works Staff Report

Project/Event: 2023 Service Contract with Trinkle Snowplowing, LLC for Snow Removal and Ice Melt Application

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 7, 2022

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

Compensation not to exceed \$50,000.00.

Respectfully submitted,

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

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Trinkle Snowplowing, LLC

Contract Amount: \$50,000

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

PURCHASE INFORMATION

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

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

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

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

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

We renew a service agreement with Trinkle every year.

JD Boruff

Facilities Director

Department of Public Works

Print/Type Name

Print/Type Title

Department

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

This Agreement, entered into on this 7th day of November, 2022, by and between the City of Bloomington Department of Public Works (the “Department”), and Trinkle Snowplowing, LLC (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: Snow removal and application of ice melting chemicals. These services will be performed at City facilities (“Services”) for a set price of One Hundred Twenty Dollars (\$120.00) per hour. Ice melting chemicals shall be charged at the rate of Thirteen Dollars (\$13.00) per Fifty (50) pounds of chemical applied. This rate shall include any trip charges and/or fuel charges. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31st, 2023, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Fifty Thousand Dollars (\$50,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to public.works@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

Trinkle Snowplowing, LLC

John Hamilton, Mayor

Richard Trinkle, Owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

Trinkle Snowplowing, LLC

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

Commission #: _____

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/4/2022	Payroll				474,145.40
					<u>474,145.40</u>

ALLOWANCE OF CLAIMS

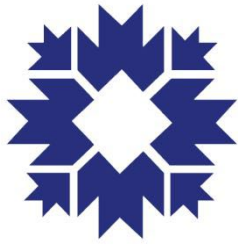
We have examined the claims listed on the foregoing register of claims, consisting of 1
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of \$ 474,145.40

Dated this 7th day of November 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 Officer _____



**CITY OF
BLOOMINGTON**
ECONOMIC AND SUSTAINABLE DEVELOPMENT

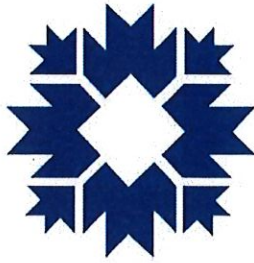
Project/Event: Mobile Vendor in Right of Way
PW Resolution No: 2022-84
Petitioner/Representative: Tim Clougher, Owner of Community Kitchen of Monroe County
Staff Representative: Susan Coates
Meeting Date: 11/7/2022

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

The business will be selling food via a mobile kitchen and food truck.

This application is for 1 year.

Staff is supportive of the request.



CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

Business License Cover Sheet

Business Name	Community Kitchen of Monroe County
License Type	Mobile Vendor License
Contact	Tim Clougher
Phone	812-332-0999
Email	assistantdirector@monroecommunitykitchen.com
BPW Resolution No (if applicable)	2022-84
Issue Date of License	11/7/2022
Expiration Date of License	11/7/2023
Scanned?	<input checked="" type="checkbox"/>
Renewal Date for License	11/7/2023
Department Head	Alex Crowley
Record Destruction Date	11/7/2026
ESD Tracking No	N/A
Document Physical Filing Location	2-drawer file cabinet at ESD Admin's desk
Document Digital Filing Location	I:\common\Economic Development\BUSINESS\Business Licensing\Licenses\Mobile Vendor License\Businesses

Date: 10/26/22



CITY OF BLOOMINGTON

MOBILE VENDOR LICENSE APPLICATION

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

1. License Length and Fee Application

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

2. Applicant Information

Name:	TIM CLOUGHER - COMMUNITY KITCHEN		
Title/Position:	ASSISTANT DIRECTOR		
Date of Birth:	7/19/64		
Address:	P.O. BOX 3286		
City, State, Zip:	BLOOMINGTON, IN 47402-3286		
E-Mail Address:	assistantdirector@monroecommunitykitchen.com		
Phone Number:	812-332-0999	Mobile Phone:	812-325-0857

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

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

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

Received in ESD
OCT 31 2022

4. Company Information

Name of Employer:	COMMUNITY KITCHEN OF MONROE COUNTY, INC.			
Address of Employer:	P.O. BOX 3286			
City, State, Zip:	BLOOMINGTON, IN 47402-3286			
Employment Start Date:	4/1/2002	End Date (If known):	N/A	
Phone Number:	812-332-0999			
Website / Email:	WWW.MONROECOMMUNITYKITCHEN.COM			
Company is a:	<input type="checkbox"/> Limited Liability Corporation (LLC)	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other:

5. Company Officer Information

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

Name	Address
VICKI PIERCE (EXECUTIVE DIRECTOR)	3957 GARRISON CHAPEL RD. B-TON
ANGELA MARTIN (BOARD PRESIDENT)	1162 E. CITATION DR. B-TON

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

Date of incorporation or organization:	3/23/1983
State of incorporation or organization:	INDIANA
(If Not Indiana) Date qualified to transact business in state of Indiana:	—

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

Planned hours of operation:	4pm - 7pm MONDAY THROUGH SATURDAY
Place or places where you will conduct business (If private property, attach written permission from property owner):	*SEE ATTACHED
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(If Yes) Provide details	

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

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

Received in FSD Use Only

Date Received: OCT 31 2022	Received By: <i>[Signature]</i>	Date Approved:	Approved By:
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Named Insured: COMMUNITY KITCHEN OF MONROE CO

Policy Number: 005759847

ITEM THREE- SCHEDULE OF COVERED AUTOS YOU OWN (CONTINUED)

COVERAGE IS PROVIDED ONLY WHERE A PREMIUM OR INCLUDED IS SHOWN FOR THE AUTO AND COVERAGE. THE LIMIT OF INSURANCE FOR EACH COVERAGE IS STATED IN "ITEM TWO" OF THE DECLARATIONS. THE LIMIT OF INSURANCE MAY NOT BE AGGREGATED OR STACKED IF MORE THAN ONE AUTO OR PREMIUM IS SHOWN.

UNIT NO.14	VEHICLE DESCRIPTION	VCN		STATE	TERRITORY	STATED AMOUNT COVERED INCLUDED
	VIN NUMBER	SYMBOL	RATE BOOK	IN	114	
	2020 FORD F59		5			
	1F65F5KN0L0A19178					
PRINCIPAL GARAGING 1515 SOUTH ROGERS ST, IN 47403					CLASS CODE 22439	
LOSS PAYEE #						
VEHICLE COVERAGES, DEDUCTIBLES AND PREMIUMS						
	LIABILITY	PERSONAL INJURY PROTECTION	MEDICAL PAYMENTS	UNINSURED MOTORISTS	UNINSURED MOTORISTS PROPERTY DAMAGE (UMPD)	UNDERINSURED MOTORISTS
PREMIUM	\$870.00	NO COVERAGE	\$32.00	\$18.00	\$4.00	\$63.00
DEDUCTIBLE	NO PROPERTY DAMAGE LIABILITY DEDUCTIBLE PER ACCIDENT				NO UMPD DEDUCTIBLE	
	COMPREHENSIVE	COLLISION		TOWING	CARGO	OTHER
PREMIUM	\$329.00	\$1,037.00		INCLUDED	NO COVERAGE	\$0.00
DEDUCTIBLE	\$500 COMPREHENSIVE DEDUCTIBLE	\$1,000 COLLISION DEDUCTIBLE				
TOTAL UNIT PREMIUM :\$2,353.00						



**** NOTE:** The BMV only retains supporting documentation for a period of ten (10) years ******

License type: DRIVERS W/ MC

As of 10/26/2022 10:47 am

VALID

IINT

License status: SR22: Not needed

Current points: 0

Endorsements: L

Pending Endorsements: None

Restrictions: None

Pending Restrictions: None

Commercial Driver License (CDL) Information:

CDL Status: Voluntary Surrender

CDL Expires: 07/19/2003 **** Expired ****

CDL Class: B

CDL Endorsements: None

CDL Restrictions: None

Commercial Learner Permit (CLP) Information:

CLP Expires:

CLP Class:

CLP Endorsements:

CLP Restrictions: None

CDLIS Status: ELG

Self-Certification Status:

Medical Certificate Status:

Medical Examiner's Certificate Information:

Medical Certificate Issue Date:

Medical Certificate Expire Date:

Medical Certificate Restriction Codes:

Medical Examiner's Name:

Medical Examiner's Phone Number:

Medical Examiner's Speciality Code:

Medical Examiner's Jurisdiction:

Medical Examiner's Jurisdiction License Number:

Medical Examiner's FMCSA National Registry Number:

Medical Exemption Effective Date:

Medical Exemption Expiration Date:

SPE Exemption Effective Date:

SPE Exemption Expiration Date:

Suspension Information -- (* indicates active suspensions)

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

No Suspensions were found.

Pending Suspension Information

No Pending Suspensions were found.

Disqualification Information -- (* indicates active disqualifications)

No Disqualifications were found.

Pending Disqualification Information

No Pending Disqualifications were found.

Out of State Withdrawal Information

No OOS Withdrawals were found.

ANNUAL VEHICLE INSPECTION REPORT

CARMICHAEL TRUCK & AUTOMOTIVE
3950 W. Farmer Ave.
Bloomington, IN. 47403

VEHICLE HISTORY RECORD	
REPORT NUMBER	FLEET UNIT NUMBER
52266	Food Truck
DATE	September 26, 2022

MOTOR CARRIER OPERATOR <i>Community Kitchen of Monroe County</i>	INSPECTOR'S NAME (PRINT OR TYPE) <i>Kenny L. Boehm</i>
ADDRESS <i>1515 S. Rogers Street</i>	THIS INSPECTOR MEETS THE QUALIFICATION REQUIREMENTS IN SECTION 396.19. <input checked="" type="checkbox"/> YES
CITY, STATE, ZIP CODE <i>Bloomington IN 47403</i>	VEHICLE IDENTIFICATION (✓ AND COMPLETE) <input type="checkbox"/> LIC. PLATE NO. <input type="checkbox"/> VIN <input type="checkbox"/> OTHER <i>1F65FSKNOL0A19178</i>
VEHICLE TYPE <input type="checkbox"/> TRACTOR <input type="checkbox"/> TRAILER <input checked="" type="checkbox"/> TRUCK <input type="checkbox"/> BUS <input type="checkbox"/> (OTHER)	INSPECTION AGENCY/LOCATION (OPTIONAL) <i>Carmichael Truck & Automotive Service</i>

VEHICLE COMPONENTS INSPECTED											
OK	NEEDS REPAIR	REPAIRED DATE	ITEM	OK	NEEDS REPAIR	REPAIRED DATE	ITEM	OK	NEEDS REPAIR	REPAIRED DATE	ITEM
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		1. BRAKE SYSTEM	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		6. SAFE LOADING	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		10. TIRES
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		a. Service Brakes	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		a. Part(s) of vehicle or condition of loading such that the spare tire or any part of the load or dunnage can fall onto the roadway.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		a. Tires on any steering axle of a power unit.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		b. Parking Brake System	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		b. Protection against shifting cargo.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		b. All other tires.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		c. Brake Drums or Rotors	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		c. Container securement devices on intermodal equipment.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		c. Installation of speed-restricted tires unless specifically designated by motor carrier.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		d. Brake Hose	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		7. STEERING MECHANISM	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		11. WHEELS AND RIMS
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		e. Brake Tubing	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		a. Steering Wheel Free Play	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		a. Lock or Side Ring
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		f. Low Pressure Warning Device	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		b. Steering Column	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		b. Wheels and Rims
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		g. Tractor Protection Valve	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		c. Front Axle Beam and All Steering Components Other Than Steering Column	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		c. Fasteners
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		h. Air Compressor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		d. Steering Gear Box	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		d. Welds
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		i. Electric Brakes	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		e. Pitman Arm	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		12. WINDSHIELD GLAZING
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		j. Hydraulic Brakes	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		f. Power Steering	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Requirements and exceptions as stated pertaining to any crack, discoloration or vision reducing matter (reference 393.60 for exceptions).
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		k. Vacuum Systems	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		g. Ball and Socket Joints	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		13. WINDSHIELD WIPERS
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		l. Antilock Brake System	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		h. Tie Rods and Drag Links	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Any power unit that has an inoperative wiper, or missing or damaged parts that render it ineffective.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		m. Automatic Brake Adjusters	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		i. Nuts	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		14. MOTORCOACH SEATS
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		2. COUPLING DEVICES	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		j. Steering System	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Any passenger seat that is not securely fastened to the vehicle structure.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		a. Fifth Wheels	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		8. SUSPENSION	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		15. OTHER
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		b. Pintle Hooks	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		a. Any U-bolt(s), spring hanger(s), or other axle positioning part(s) cracked, broken, loose or missing resulting in shifting of an axle from its normal position.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		List any other condition(s) which may prevent safe operation of this vehicle.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		c. Drawbar/Towbar Eye	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		b. Spring Assembly	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		d. Drawbar/Towbar Tongue	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		c. Torque, Radius or Tracking Components	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		e. Safety Devices	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		9. FRAME	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		f. Saddle-Mounts	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		a. Frame Members	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		3. EXHAUST SYSTEM	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		b. Tire and Wheel Clearance	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		a. Exhaust system leaking forward of or directly below the driver/sleeper compartment.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		c. Adjustable Axle Assemblies (Sliding Subframes)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		b. Bus exhaust system leaking or discharging in violation of standard.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		c. Exhaust system likely to burn, char, or damage the electrical wiring, fuel supply, or any combustible part of the motor vehicle.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		4. FUEL SYSTEM	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		a. Visible leak.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		b. Fuel tank filler cap missing.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		c. Fuel tank securely attached.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		5. LIGHTING DEVICES	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		All lighting devices and reflectors required by Part 393 shall be operable.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		

INSTRUCTIONS: MARK COLUMN ENTRIES TO VERIFY INSPECTION: OK, NEEDS REPAIR, NA IF ITEMS DO NOT APPLY, _____ REPAIRED DATE

CERTIFICATION: THIS VEHICLE HAS PASSED ALL THE INSPECTION ITEMS FOR THE ANNUAL VEHICLE INSPECTION IN ACCORDANCE WITH 49 CFR PART 396.



PEKIN INSURANCE
 (A Stock Company)
 2505 Court Street, Pekin, Illinois 61558-0001
BUSINESS AUTO COVERAGE FORM DECLARATIONS

Policy Number: 005759847

Premium Payment Plan: CL ANNUAL PAY PLAN

ITEM ONE

Named Insured and Mailing Address: COMMUNITY KITCHEN OF MONROE CO PO BOX 3286 BLOOMINGTON, IN 47402 Policy Period: From: 05/14/2022 To: 05/14/2023 at 12:01 A.M. Standard Time at your mailing address shown above.	Agency Name: BILL RESCH INSURANCE, INC. Agent Number: 08293 Phone: (812) 336-6838
---	--

Form of Business: NOT SELECTED

Business Description: NOT SELECTED

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	1	\$1,000,000 EACH PERSON \$1,000,000 EACH ACCIDENT \$1,000,000 PROPERTY DAMAGE	\$2,742.00
PERSONAL INJURY PROTECTION		SEPARATELY STATED IN EACH ADDED PERSONAL INJURY PROTECTION ENDORSEMENT MINUS \$ _____ DEDUCTIBLE FOR EACH ACCIDENT	NO COVERAGE
AUTO MEDICAL PAYMENTS	7	\$10,000	\$116.00
UNINSURED MOTORISTS	7	\$1,000,000 EACH PERSON \$1,000,000 EACH ACCIDENT	\$90.00
UNDERINSURED MOTORISTS (WHEN NOT INCLUDED IN UNINSURED MOTORISTS COVERAGE)	7	\$1,000,000 EACH PERSON \$1,000,000 EACH ACCIDENT	\$315.00
UNINSURED MOTORISTS PROPERTY DAMAGE COVERAGE	7		\$20.00
PHYSICAL DAMAGE - COMPREHENSIVE COVERAGE	7	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS THE DEDUCTIBLE IN ITEM THREE FOR EACH COVERED "AUTO".	\$943.00
PHYSICAL DAMAGE - COLLISION COVERAGE	7	SEE ITEM FOUR FOR HIRED OR BORROWED "AUTOS".	\$2,432.00
TOWING AND LABOR	7	SEE COMMERCIAL AUTO ENHANCEMENT ENDORSEMENT FOR COVERED "AUTOS" TYPES AND LIMITS	INCLUDED
MOTOR TRANSIT CARGO			NO COVERAGE
		MISCELLANEOUS PREMIUM	\$239.00
AUDIT PERIOD: ANNUAL		Total Estimated Premium \$6,897.00	

These Declarations, together with the Schedules, Additional Declarations, Coverage Form and Endorsements, if any, issued to form a part thereof, complete the above numbered policy.

Countersigned By _____ Date _____
 Authorized Representative



John Hamilton
Mayor
CITY OF BLOOMINGTON
401 N. Morton St Suite 130
P.O. Box 100
Bloomington, Indiana 47402

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

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

TIM CLOUGHER

Name, Printed

Signature



10/26/22

Date Release Signed

APPROVED AND FILED
HOLLI SULLIVAN
INDIANA SECRETARY OF STATE
04/23/2021 01:47 PM

BUSINESS ENTITY REPORT

NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID 198306-746
BUSINESS TYPE Domestic Nonprofit Corporation
BUSINESS NAME COMMUNITY KITCHEN OF MONROE COUNTY INC
ENTITY CREATION DATE 06/23/1983
JURISDICTION OF FORMATION Indiana
PRINCIPAL OFFICE ADDRESS 1515 S Rogers St, Blmgtm, IN, 47403, USA

YEARS FILED

YEARS 2021/2022

EFFECTIVE DATE

EFFECTIVE DATE 04/23/2021
EFFECTIVE TIME 1:47 PM

REGISTERED OFFICE AND ADDRESS

REGISTERED AGENT TYPE Individual
NAME VICKI PIERCE
ADDRESS 1515 S ROGERS ST, BLOOMINGTON, IN, 47403, USA

APPROVED AND FILED
HOLLI SULLIVAN
INDIANA SECRETARY OF STATE
04/23/2021 01:47 PM

PRINCIPAL(S)

TITLE Treasurer
NAME James P Becker
ADDRESS 8180 W Howard Rd, Blmgtm, IN, 47403, USA

TITLE President
NAME Alison May
ADDRESS 7400 S Shady Side Dr, Bloomington, IN, 47401, USA

TITLE Vice President
NAME Jeanette Barefoot
ADDRESS 7400 S Shady Side Dr, Bloomington, IN, 47401, USA

TITLE Secretary
NAME Angela Martin
ADDRESS 1162 E Citation Dr, Bloomington, IN, 47401, USA

SIGNATURE

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **April 23, 2021**.

SIGNATURE Vicki A Pierce
TITLE CEO

Business ID : 198306-746
Filing No. : 8990363

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Department of the Treasury
Internal Revenue Service

▶ Do not enter social security numbers on this form as it may be made public.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

A For the **2021** calendar year, or tax year beginning and ending

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization COMMUNITY KITCHEN OF MONROE COUNTY, INC.		D Employer identification number 31-1101408
	Doing business as		E Telephone number (812) 332-0999
	Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	G Gross receipts \$ 1,303,930.
	PO BOX 3286		H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	City or town, state or province, country, and ZIP or foreign postal code BLOOMINGTON, IN 47402-3286		H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No
F Name and address of principal officer: VICKI PIERCE SAME AS C ABOVE		H(c) Group exemption number ▶	
I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () ◀ (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527			
J Website: ▶ HTTP://WWW.MONROECOMMUNITYKITCHEN.COM			
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶			L Year of formation: 1983
M State of legal domicile: IN			

Part I Summary		Prior Year	Current Year
Activities & Governance	1 Briefly describe the organization's mission or most significant activities: AT COMMUNITY KITCHEN OUR MISSION IS TO WORK, ALONE AND IN COLLABORATION WITH OTHERS, TO ELIMINATE		
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	17
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	17
	5 Total number of individuals employed in calendar year 2021 (Part V, line 2a)	5	29
	6 Total number of volunteers (estimate if necessary)	6	900
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0.	
Revenue	8 Contributions and grants (Part VIII, line 1h)	1,456,752.	1,285,930.
	9 Program service revenue (Part VIII, line 2g)	0.	0.
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	4,350.	4,099.
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	8,965.	13,090.
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	1,470,067.	1,303,119.
	Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.
14 Benefits paid to or for members (Part IX, column (A), line 4)		0.	0.
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)		546,221.	560,901.
16a Professional fundraising fees (Part IX, column (A), line 11e)		0.	0.
b Total fundraising expenses (Part IX, column (D), line 25) ▶ 26,702.			
17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)		629,291.	702,713.
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	1,175,512.	1,263,614.	
19 Revenue less expenses. Subtract line 18 from line 12	294,555.	39,505.	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year 1,876,505.	End of Year 1,901,599.
	21 Total liabilities (Part X, line 26)	67,570.	55,699.
	22 Net assets or fund balances. Subtract line 21 from line 20	1,808,935.	1,845,900.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer	Date			
	VICKI PIERCE, EXECUTIVE DIRECTOR Type or print name and title				
Paid Preparer Use Only	Print/Type preparer's name JEREMY M. FINN, CPA	Preparer's signature	Date	Check if self-employed <input type="checkbox"/>	PTIN P00814819
	Firm's name ▶ MONROE SHINE & CO., INC. CPA'S	Firm's EIN ▶ 35-1515068	Phone no. 812-945-2311		
Firm's address ▶ PO BOX 1407 NEW ALBANY, IN 47151-1407					

John Hamilton
Mayor
CITY OF BLOOMINGTON
401 N. Morton St Suite 130
P.O. Box 100
Bloomington, Indiana 47402

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

Prohibited Location Agreement

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

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

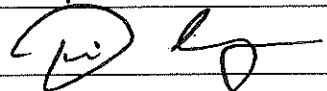
- € No mobile food vendor unit shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works.
- € No mobile food vendor unit shall operate within fifty feet of any facade of a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

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

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

Vendor:

Name: TIM CLOUGHER

Signature: 

Date: 10/26/22

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

Standard of Conduct Agreement

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

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

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

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

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

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

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

Vendor:

Name: TIM CLOUTHER

Signature: 

Date: 10/26/22

City of Bloomington Fire Department

Mayor John Hamilton
Fire Chief Jason Moore

300 E 4th St
Bloomington IN 47402

(812) 332-9763
Fax (812) 332-9764

Temporary Food Vendor

Date: 10/31/2022

Business Name: Community Kitchen Food Truck

Address: 1515 S ROGERS ST
Bloomington, IN 47408

Phone: CELL 812-332-0999

The following permit has been issued:

Permit No. 22-0234

Type: FOOD Temporary Vender/Cooking

Issued Date: 10/31/2022

Effective Date: 10/31/2022

Expiration Date: 10/31/2023

It is the business's responsibility to ensure that conditions are in accordance with applicable State and Local fire regulations. Please contact City of Bloomington Fire for more information.



Digitally signed by Tim Clapp
DN: C=US,
E=clapp@bloomington.in.gov,
O=Fire Marshall, CN=Tim Clapp,
Date: 2022.10.31 10:36:44-04'00'

Inspector: Tim Clapp

Date



Community Kitchen food truck days & locations

Community Kitchen's food truck is now serving 6 days/week. *Anyone is welcome at any location!* The truck will be at these locations during these times:

Mondays & Fridays

Heatherwood Estates 4-4:45pm

Woodland Springs Apartments 5-5:45pm

Tuesdays, Thursdays & Saturdays

Edgewood Village Apartments (parking lot) 4-4:30pm

Richland Senior Apartments (in front of the maintenance building) 4:40-5:10pm

Ellettsville branch of Monroe County Public Library (front parking lot) 5:15-5:45pm

Governor's Park Apartments 6-6:30pm

Wednesdays

Heatherwood Estates 4-4:45pm

Limestone Crossing 5-5:45pm

Anyone is welcome to access services at any location. No questions will be asked. Warm meals will be available each day. Cold, reheatable meals may be available on some days.

Questions or concerns: 812-332-0999



**Community
Kitchen**
OF MONROE COUNTY

Community Kitchen's Certified Food Operators

<u>NAME</u>	<u>CERTIFICATE #</u>	<u>DATE</u>	<u>EXPIRES</u>
Mark Angelos	21985774	4/01/22	4/01/27
Ezra Awdey	21985777	4/01/22	4/01/27
Tim Clougher	17088893	10/19/18	10/19/23
Caitlin Conley	20483284	4/18/21	4/18/26
Jason Cook	21985783	4/01/22	4/01/27
Heather Craig	20483288	4/18/21	4/18/26
Heather Dugan	21985782	4/01/22	4/01/27
Ashley Mann	17911776	6/21/19	6/21/24
Tom Triplett (SSFH)	5861660	9/7/22	9/07/27
Chuck Waters	21985771	4/01/22	4/01/27

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2022-84
Mobile Vendor in Public Right of Way
Community Kitchen of Monroe County**

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

WHEREAS, Community Kitchen of Monroe County (“Vendor”), is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

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

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

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen and food truck for 1 year beginning on 11/7/2022, and ending on 11/7/2023.
2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.28 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above. Operating a mobile vendor without a business license is a violation of Bloomington Municipal Code 4.28.180(a)(1), and would subject Vendor to a fine of \$2,500 for the first offense.
3. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.28 of the Bloomington Municipal Code—attach to this approval:
 - a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
 - b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor’s operation on City property.
 - c. Vendor may locate his business in a public parking space within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.

RESOLUTION 2022-84

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

ADOPTED THIS THE 7th DAY OF NOVEMBER, 2022.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Jennifer Lloyd, Vice-President

Elizabeth Karon, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2022-84 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Tim Clougher

Date: _____



Board of Public Works Staff Report

Project/Event:	Request from Gilliatte General Contractors for a full street closure on S Grant St north of E 3 rd St
Staff Representative:	Paul Kehrberg
Petitioner/Representative:	Tom Ritman, President of Gilliatte General Contractors
Date:	November 7, 2022

Report: Gilliatte General Contractors is currently building a new mixed use development on both the east and west sides S Grant St just north of E 3rd St, The Annex. Now that the various other City projects are completed in the area Gilliatte is requesting a full street closure on S Grant St from E 3rd St north to the midblock alley. They are also requesting sidewalk closures on both sides of S Grant St. These closures are for ongoing construction activities including the following: new water main on S Grant St, water service to both buildings, new storm water infrastructure on both sides of Grant, new sanitary sewer, new curbs and sidewalks along Grant, and resurfacing the asphalt on Grant. These closures are requested from November 7, 2022 to April 15, 2023.

Additionally, sidewalk closures along E 3rd St on the east and west sides of Grant are being coordinated. The sidewalks will need to be closed to install brick and siding on the south sides of each building. The sidewalks along E 3rd St will also be replaced at the completion of the project.

Notifications have been sent to adjacent properties letting them know about the closures. I also want to thank Tom Ritman and Gilliatte for working with City staff to coordinate all of the work throughout this project. There have been a lot of moving pieces with CBU's Hidden River Project, City Engineering's E 3rd St crosswalk project, and also a few festivals.



GILLIATTE GENERAL CONTRACTORS, INC.
2515 Bloyd Avenue, Indianapolis, IN 46218
Phone: 317-638-3355 / Fax: 317-634-5997

November 1, 2022

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

Dear Board Members:

Please accept this correspondence as a request to be included on the agenda of the board meeting scheduled November 7, 2022 seeking approval of R.O.W. use for construction activities located at 321 & 403 E. 3rd Street known as The Annex.

The work includes:

- New water main in Grant Street from Third St. to 30' +/- north of the first alley north of Third St.
- New water service to both buildings
- New storm piping on both sides of Grant St.
- New storm piping in Grant St. from 3rd St north to 4th St.
- New sanitary tap at north ends of property for east building tied into existing main in Grant St.
- New curb and sidewalks both sides of Grant St.
- New sidewalk on 3rd St. both sides of Grant St.
- Resurface asphalt on Grant St.
- Installation of brick and siding on the south face of each building

It would be our intent to close Grant St. on November 7, 2022. The Grant St. closure would be through April 15, 2023. Sidewalk closures/detours on 3rd St. will have to be coordinated with work at each building. This is a subsequent request to our original request that was modified until the city projects at 4th and Grant and 3rd and Grant were completed.

We will notify all the adjacent property owners, Bloomington Transit, and Bloomington Fire & Police Departments via certified mail including our M.O.T. plan.

Sincerely,

Gilliatte General Contractors, Inc.



Thomas J. Ritman
President



GILLIATTE GENERAL CONTRACTORS, INC.
2515 Bloyd Avenue, Indianapolis, IN 46218
Phone: 317-638-3355 / Fax: 317-634-5997

NOTICE OF CONSTRUCTION ACTIVITIES

PROJECT: Annex

ADDRESS: 321 & 403 E. 3rd St.

PROJECT SCHEDULE: November 7, 2022- April 15, 2023

WORK WITHIN PUBLIC RIGHT-OF-WAY: 3rd Street & Grant St.

SEE ATTACHED MAINTENANCE OF TRAFFIC PLAN

PUBLIC MEETING

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

DATE: November 7, 2022 AT 5:30 PM

LOCATION: 401 N. MORTON STREET, SUITE 120
BLOOMINGTON, IN 47404

VIRTUAL OPTION:

Join Zoom Meeting

<https://bloomington.zoom.us/j/89396588450?pwd=aFdVQko1eXJobHBYOTZtU1U4ZVBaUT09>

Meeting ID: **893 9658 8450**

Passcode: **016718**

Dial by your location

+1 301 715 8592 US (Washington DC), +1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York), +1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston), +1 669 900 6833 US (San Jose)

Meeting ID: 841 3632 8619

Passcode: 740171

Find your local number: <https://bloomington.zoom.us/j/89396588450?pwd=aFdVQko1eXJobHBYOTZtU1U4ZVBaUT09>

**REQUEST FOR APPROVAL OF THE USE OF AND WORK WITHIN THE PUBLIC
RIGHT-OF-WAY DURING CONSTRUCTION**

Public comment regarding this request will be accepted at the meeting

CONTRACTOR:

Gilliatte General Contractors

Tom Ritman

Email: tritman@gilliatte.com

Phone: 317-683-3355

DEVELOPER/OWNER:

Annex of Bloomington

409 Massachusetts Ave, Ste 300

Indianapolis, IN 46201

Email: jwhiteley@theannexgroup.com

Phone: 502-957-8145




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

ADDRESS OR NEAREST ADDRESS
OF RIGHT OF WAY ACTIVITY: 403 E. THIRD ST.

A. APPLICANT/AGENT INFORMATION:	
APPLICANT NAME: <u>TOM RITMAN</u> E-MAIL: <u>TRITMAN@GILLIATTE.COM</u> COMPANY: <u>GILLIATTE GENERAL CONTRACTORS</u> ADDRESS: <u>2515 BLOOMING AVENUE</u> CITY, STATE, ZIP: <u>FINDLAY, IN. 46128</u> 24-HR EMERGENCY CONTACT NAME: <u>LITUS DANFORD</u> 24-HR CONTACT PHONE #: <u>(317) 638-3355</u> ADDITIONAL INFO: <small>*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small>	**SUBCONTRACTOR INFORMATION** (LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: <u>BAR GILLIATTE MONROE CO</u> IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT? PROJECT NAME: _____ PROJECT #: _____ PROJECT MGR.: _____ PROJECT MGR. #: _____ <small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU = INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY</small>

B. WORK DESCRIPTION:	
<input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE* <input type="checkbox"/> GAS <input type="checkbox"/> ELECTRIC <input checked="" type="checkbox"/> SANITARY SEWER <input checked="" type="checkbox"/> WATER STORM <input type="checkbox"/> TELECOM <input type="checkbox"/> OTHER (EXPLAIN): _____ <small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small>	
WILL RIGHT OF WAY BE USED/CLOSED/BLOCKED? STREET NAME(S): <u>GRANT ST. / 3RD ST.</u> <input checked="" type="checkbox"/> SIDEWALK* <input checked="" type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> BIKE LANE <input type="checkbox"/> BUS STOP <input type="checkbox"/> ON-STREET PARKING* <input type="checkbox"/> ALLEY <small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW *ON-STREET PARKING THAT IS METERED OR NEIGHBORHOOD PERMIT ZONED MUST BE COORDINATED WITH PARKING SERVICES</small> START DATE: <u>11-07-22</u> END DATE: <u>4-15-23</u> # OF DAYS*: _____ REQUESTED CLOSURE HOURS: <u>12</u> AM - <u>12</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> ADDITIONAL NOTES: _____	WILL THERE BE EXCAVATIONS (LENGTH, WIDTH, AND DEPTH OR LxWxD IN FEET)? LxWxD OF PAVEMENT* EXCAVATIONS: <u>ESTIMATE PAVEMENT</u> <small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small> LxWxD OF NON-PAVEMENT* EXCAVATIONS: _____ <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: _____ <small>*BORE PITS SHALL BE CALCULATED AS LxWxD EXCAVATIONS</small> # OF POLE INSTALL/REMOVAL: _____ LxWxD OF SIDEWALK RECONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small> LxWxD OF SIDEWALK NEW CONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small> # OF DRIVEWAY INSTALLATIONS: _____

C. INDEMNIFICATION AGREEMENT:	
<p>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.</p> <p>I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.</p> PRINT NAME: <u>TOMAS J. RITMAN</u> SIGNATURE: _____ DATE: <u>11-07-22</u>	
 <p><small>know what's below. Call before you dig.</small></p>	<p>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.</p>

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ Staff BPW City Engineer PW Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



Board of Public Works Staff Report

Project/Event:	Request from Gilliatte General Contractors for a sidewalk closure along S Walnut St
Staff Representative:	Paul Kehrberg
Petitioner/Representative:	Tom Ritman, President of Gilliatte General Contractors
Date:	November 7, 2022

Report: Gilliatte General Contractors is working on a project at 3391 S Walnut St, and they are requesting a sidewalk closure adjacent to their site. This section of sidewalk currently does not connect to the north or south. Over the course of construction Gilliatte will be installing storm water infrastructure, a new entrance including concrete curbs and aprons, new landscaping and plantings, and new sidewalks along the length of the property.

The sidewalk will be closed from November 8, 2022 to April 15, 2023. Gilliatte has notified adjacent properties of the planned closure.



GILLIATTE GENERAL CONTRACTORS, INC.
2515 Bloyd Avenue, Indianapolis, IN 46218
Phone: 317-638-3355 / Fax: 317-634-5997

November 2, 2022

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

Dear Board Members:

Please accept this correspondence as a request to be included on the agenda of the board meeting scheduled November 7, 2022 seeking approval of R.O.W. use for construction activities located at 3391 S. Walnut St. known as The Water's Edge.

The work includes:

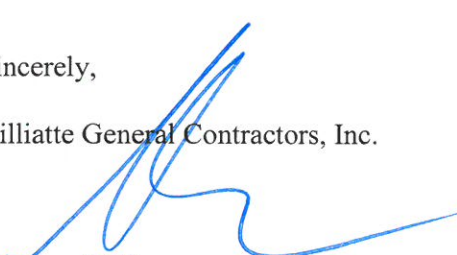
- New storm piping on east side of Walnut St.
- New sidewalks along east side of Walnut St.
- New entrance to complex off of Walnut St. including curbs & concrete aprons
- Landscaping/plantings

It would be our intent to close the walk path on the east side of Walnut St. on November 7, 2022. The Walnut St. closure would be through April 15, 2023.

We will notify all the adjacent property owners, Bloomington Transit, and Bloomington Fire & Police Departments via certified mail including our M.O.T. plan.

Sincerely,

Gilliatte General Contractors, Inc.


Thomas J. Ritman
President



GILLIATTE GENERAL CONTRACTORS, INC.
2515 Bloyd Avenue, Indianapolis, IN 46218
Phone: 317-638-3355 / Fax: 317-634-5997

NOTICE OF CONSTRUCTION ACTIVITIES

PROJECT: The Water's Edge

ADDRESS: 3391 S. Walnut St.

PROJECT SCHEDULE: November 7, 2022- April 15, 2023

WORK WITHIN PUBLIC RIGHT-OF-WAY: East Side of Walnut St.

SEE ATTACHED MAINTENANCE OF TRAFFIC PLAN

PUBLIC MEETING

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

DATE: November 7, 2022 AT 5:30 PM

LOCATION: 401 N. MORTON STREET, SUITE 120
BLOOMINGTON, IN 47404

VIRTUAL OPTION:

Join Zoom Meeting

<https://bloomington.zoom.us/j/89396588450?pwd=aFdVQko1eXJobHBYOTZtU1U4ZVBaUT09>

Meeting ID: **893 9658 8450**

Passcode: **016718**

Dial by your location

+1 301 715 8592 US (Washington DC), +1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York), +1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston), +1 669 900 6833 US (San Jose)

Meeting ID: 841 3632 8619

Passcode: 740171

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

**REQUEST FOR APPROVAL OF THE USE OF AND WORK WITHIN THE PUBLIC
RIGHT-OF-WAY DURING CONSTRUCTION**

Public comment regarding this request will be accepted at the meeting

CONTRACTOR:

Gilliatte General Contractors

Tom Ritman

Email: tritman@gilliatte.com

Phone: 317-683-3355

DEVELOPER/OWNER:

Walnut Star, LLC

601 N. College Ave. Suite 1A

Bloomington, IN 47404

Email: erlewis@aol.com

Phone: 812-339-8777



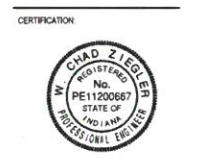
- DEMOLITION AND EROSION CONTROL LEGEND**
- REMOVE EXISTING ASPHALT PATH
 - TREE / BRUSH REMOVAL
 - REMOVAL OF EXISTING UTILITY
 - TRAFFIC CONTROL - DRUM BARRICADE
 - TRAFFIC CONTROL - SIGNAGE

1. CONTRACTOR SHALL COORDINATE DISCONNECTION OF EXISTING UTILITY SERVICE LINES WITH THE RESPECTIVE UTILITY SERVICE PROVIDER PRIOR TO STARTING WORK.
2. CONTRACTOR SHALL INSTALL ALL NECESSARY EROSION CONTROL DEVICES AS APPROPRIATE FOR THE STAGE OF WORK PRIOR TO STARTING ANY DEMOLITION WORK. REFER TO SWPPP.
3. EXISTING ASPHALT PAVEMENT SHALL BE REMOVED AND HAULED OFF SITE.
4. CONTRACTOR SHALL NOTIFY ENGINEER IF ANY UNFORESEEN UTILITY LINES ARE LOCATED DURING DEMOLITION OPERATIONS.
5. ALL DEMOLITION MATERIAL SHALL BE HAULED OFF SITE AND DISPOSED OF IN A LEGAL MANNER.
6. TRACKING OF DEBRIS FROM THE SITE INTO ADJACENT ROADWAYS AND SURFACES IS NOT PERMITTED.
7. WORK WITHIN THE ROW OF S. WALNUT REQUIRES A RW EXCAVATION PERMIT.
8. TRAFFIC CONTROL DEVICES MUST BE INSTALLED, INSPECTED AND APPROVED PRIOR TO STARTING SHOULDER WORK TO CONSTRUCT THE ENTRY DRIVE.
9. ALL TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INDIANA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).



WALNUT STAR, LLC
THE WATER'S EDGE APARTMENTS
 3391 S. WALNUT STREET
 BLOOMINGTON, IN 47401

PROJECT NUMBER
22010
 DATE
7/21/2022
 REVISION SCHEDULE
 A Addendum 1 8/22/22



W. Chad Ziegler

SHEET DESCRIPTION
DEMOLITION PLAN

SHEET NUMBER
BE# 22037

C101

THESE DRAWINGS ARE THE PROPERTY OF STUDIO 3 DESIGN, INC. ALL RIGHTS RESERVED.

3/20/22 10:30 AM Engineering\Conrad\Users\Frank\22037_Demo_Plan.dwg Sep 14, 2022 - 6:32am



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: 3391 S Walnut

A. APPLICANT/AGENT INFORMATION: APPLICANT NAME: <u>Tom Rittman</u> E-MAIL: <u>trittman@gillette.com</u> COMPANY: <u>Gillette General Contractors, Inc.</u> ADDRESS: <u>2515 Bloyd Ave.</u> CITY, STATE, ZIP: <u>Indianapolis, IN 46218</u> 24-HR EMERGENCY CONTACT NAME: <u>Mark Bowling</u> 24-HR CONTACT PHONE #: <u>317-638-3355</u> INSURANCE #*: <u>52461064</u> COMPANY: <u>Selective</u> BOND #*: <u>IN 5123080</u> COMPANY: <u>Merchants</u> <small>*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small> **SUBCONTRACTOR INFORMATION** <small>(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)</small> COMPANY NAME: <u>United Excavation</u>	D. TRAFFIC CONTROL DEVICES*: <input type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD <input checked="" type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES <input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER <small>*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED. See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet</small>
B. WORK DESCRIPTION: <input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE* <small>(EXPLAIN):</small> <u>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</u>	E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <small>IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436</small>
C. RIGHT OF WAY TO BE USED/CLOSED: STREET NAME 1: <u>3391 S Walnut ST.</u> 1ST INTERSECTING STREET NAME: <u>Gordon Pike</u> 2ND INTERSECTING STREET NAME: <u>E. Barks Dr</u> <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <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>11/7/22</u> END DATE: <u>4/15/23</u> # OF DAYS*: <u>159</u> STREET NAME 2: _____ 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED START DATE: _____ END DATE: _____ # OF DAYS*: _____ <small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small>	F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT? PROJECT NAME: _____ PROJECT #: _____ PROJECT MGR.: _____ PROJECT MGR. #: _____ <small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY</small>
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> REQUESTED CLOSURE HOURS: <u>24 hrs</u> AM - _____ PM <small>*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)</small>	G. EXCAVATIONS: SQ FT OF PAVEMENT* EXCAVATIONS : <u>3600 SF</u> <small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small> SQ FT OF NON-PAVEMENT* EXCAVATIONS: <u>4500 SF</u> <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: _____ <small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small> # OF POLE INSTALLATIONS/REMOVAL: _____ SQ FT OF SIDEWALK RECONSTRUCTION*: <u>3600 SF</u> <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small> SQ FT OF SIDEWALK NEW CONSTRUCTION*: <u>875 SF</u> <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.	<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> <p style="font-size: 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. IT'S THE LAW.</p> </div> PRINT NAME: <u>Jeff Lewis</u> SIGNATURE: <u>[Signature]</u> DATE: <u>9/21/22</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: Atlantic Engineering Group (AEG)
Staff Representative: Jason Kerr
Petitioner/Representative: Bret Simons
Date: November 7th, 2022

Report: AEG is requesting lane closures and sidewalk closures in multiple locations of their project work areas. This request is to accommodate work on fiber installation via boring and aerial fiber installation. The traffic control would be in place from November 11th through end of project, which we're estimating to be 4 weeks per project area.

AEG has supplied various maintenance of traffic plans for all work. They are also placing door hangers for public notice to property owners about scope of their work and contact information for if there are any issues. (see packet for details).

AEG is requesting for 4 area projects to be granted through this BPW meeting. The following areas include...

E Gentry Blvd	North to south, this is between S Carleton Ct and E Moores Pike West to east, this is between S Graywell Dr and E Cricket Knoll
S Wingfield Dr	North to south, this is between E Regents Circle and E Olcott Blvd West to east, this is between E Brigs Bend and S Smith Rd
S College Mall Rd	North to south, this is between Buick Cadillac & S Andrews Cir West to east, this will be following S College Mall Rd
S College Mall Rd	North to south, this is between N Pete Ellis Dr and E 3 rd St West to east, this is between S College Mall Rd and S Kingston Dr



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

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

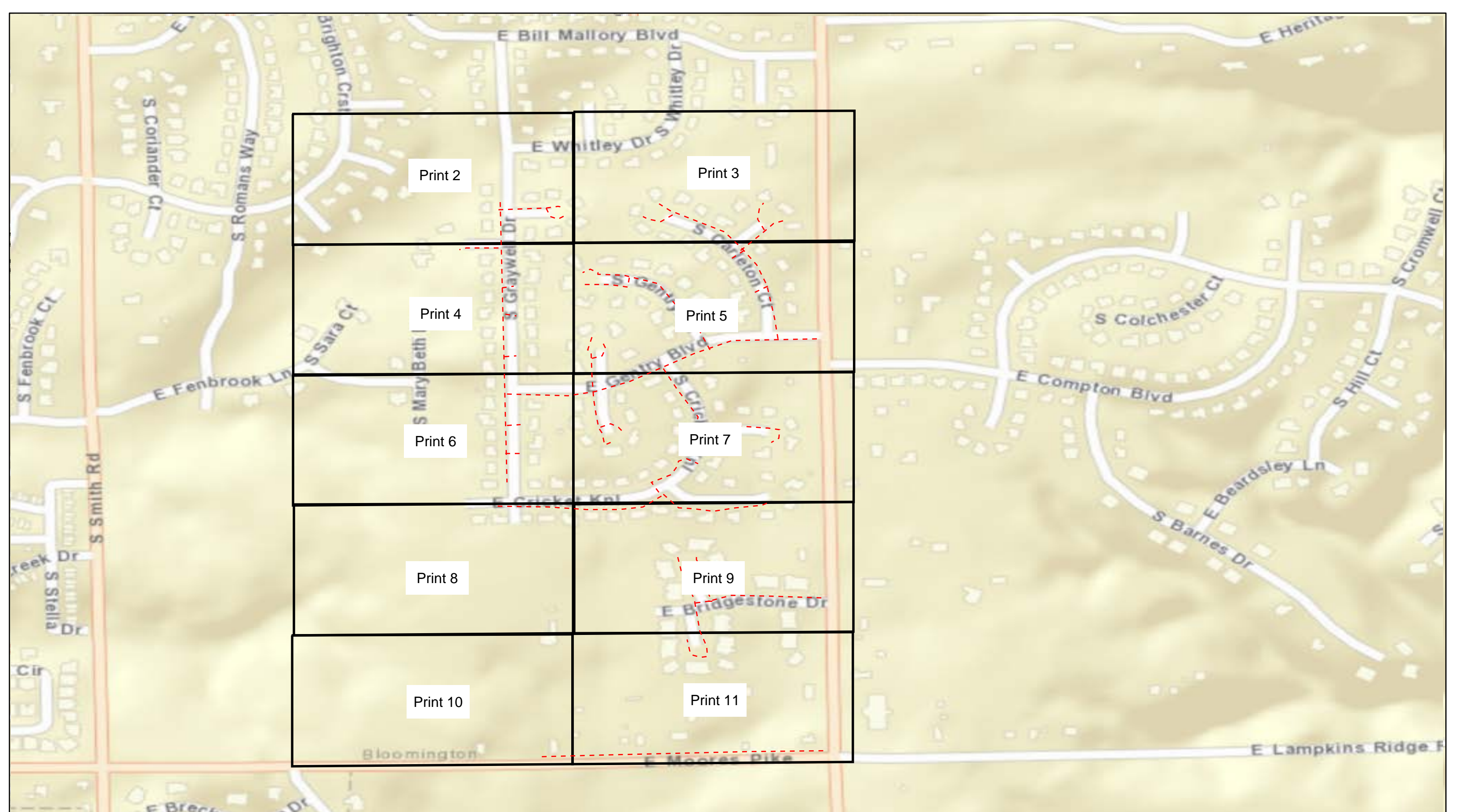
Dear Board Members,

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

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

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

Bret Simons
Project Coordinator
Atlantic Engineering Group



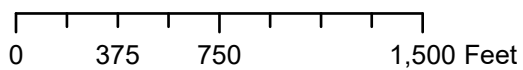
Legend BLC01b-F15_E Gentry Blvd

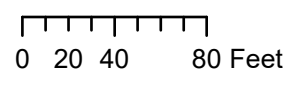
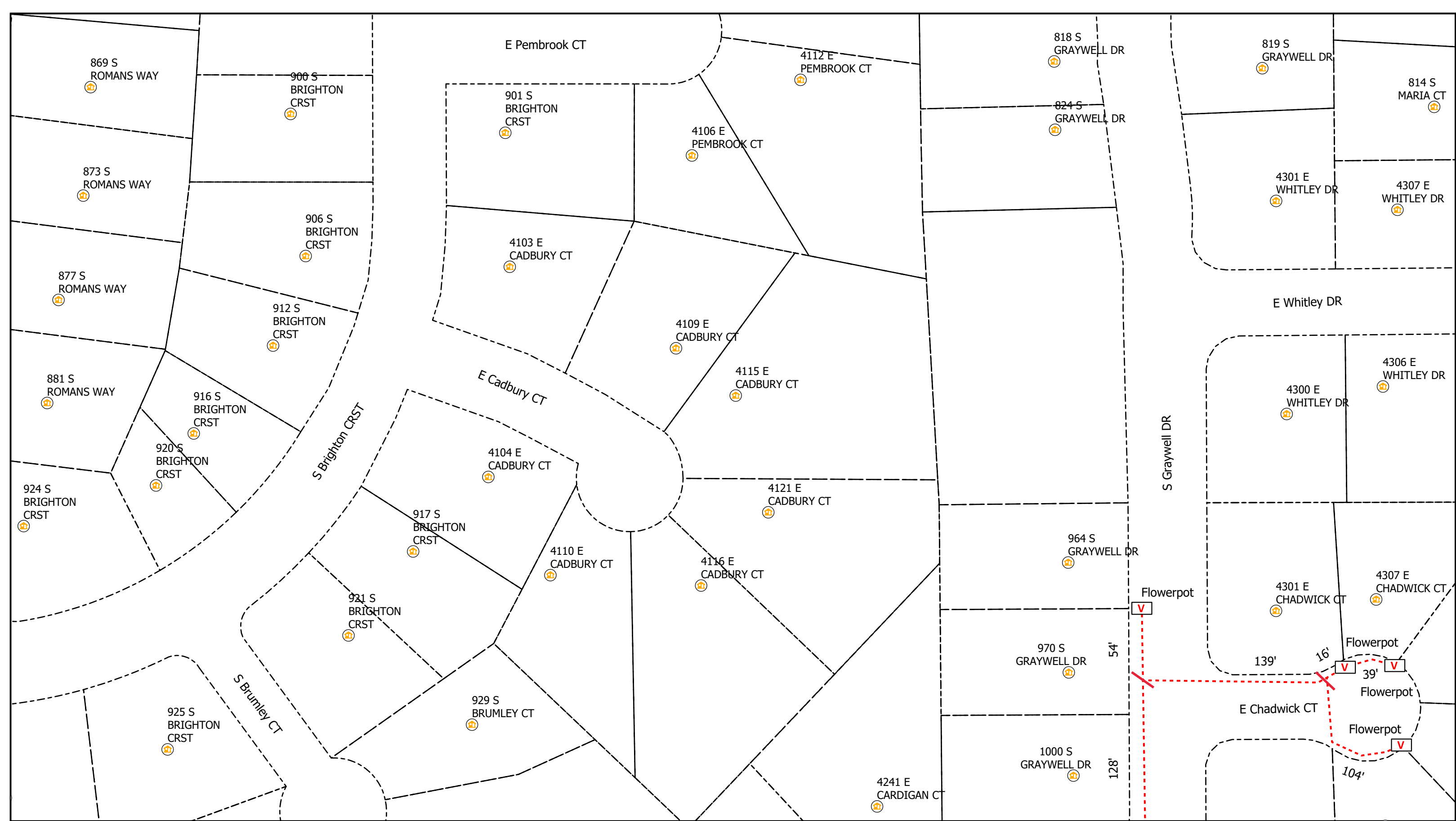
- - - Conduit
- Grids



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- Risers
- Address
- Anchor
- Sidewalk
- Grids

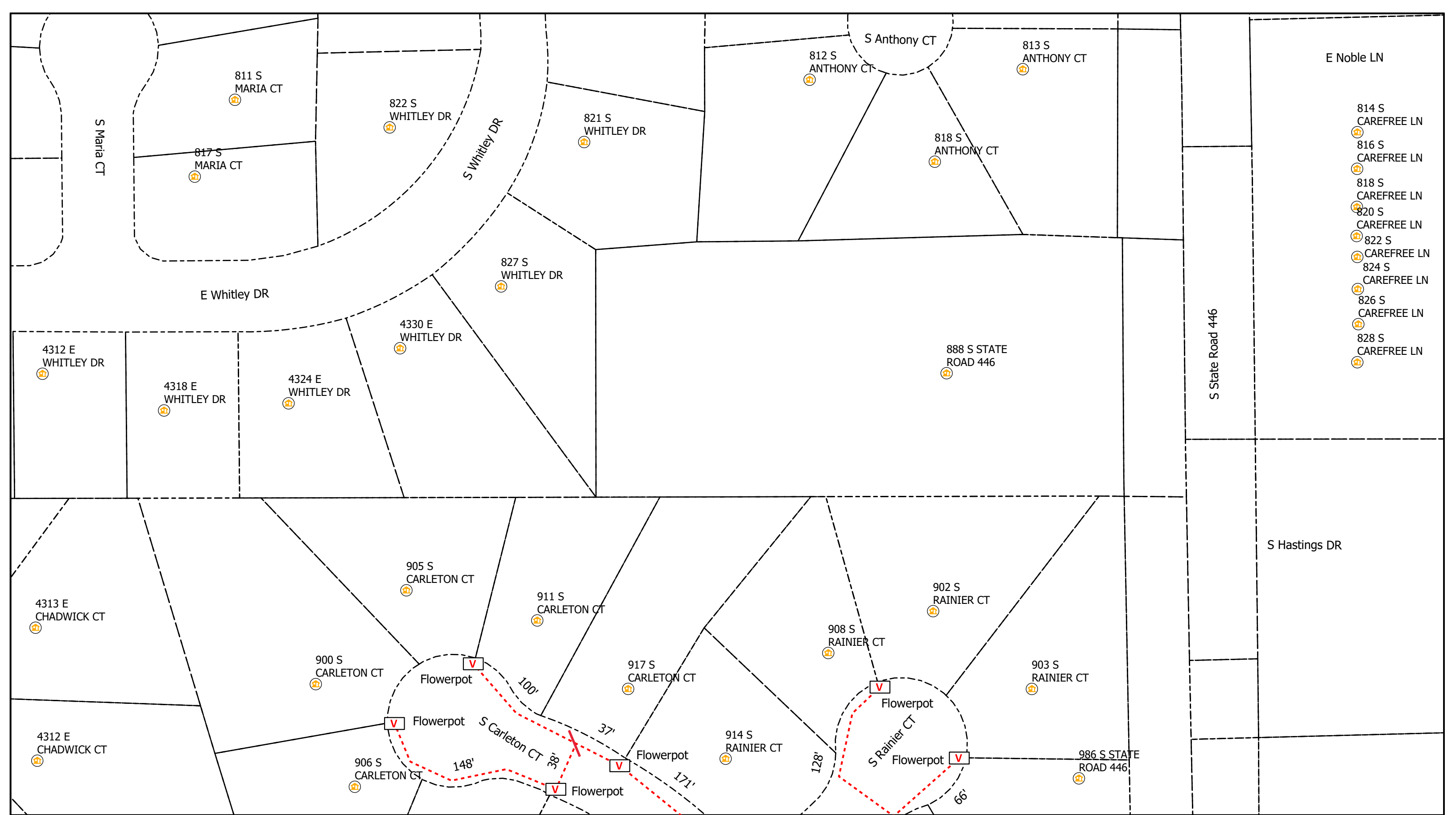
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





0 20 40 80 Feet

Legend

- Poles
- Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- Risers
- Address
- Anchor
- Sidewalk
- Grids

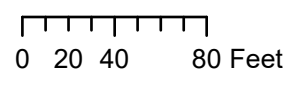
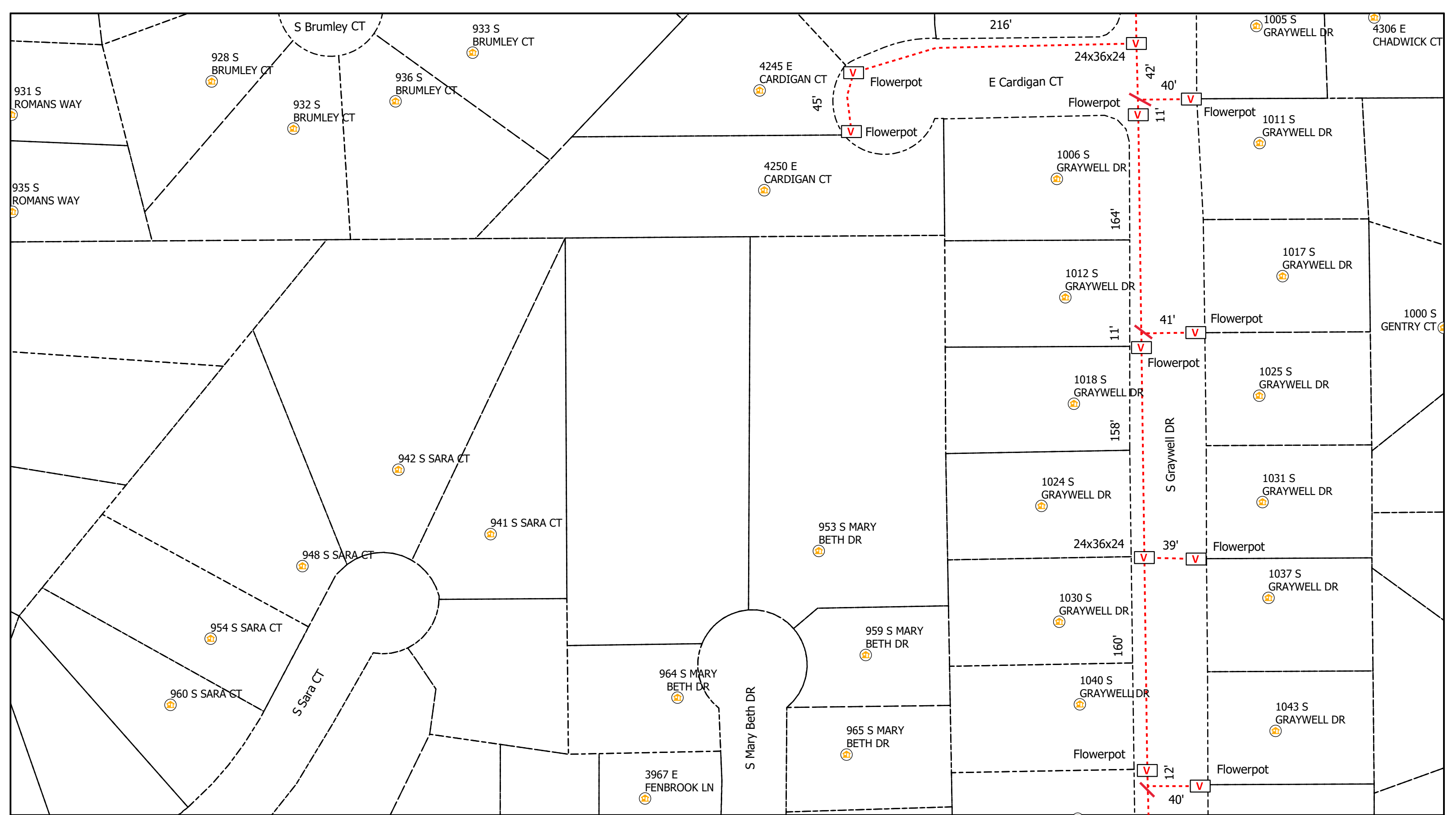
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- V Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- R Risers
- Ⓜ Address
- Y Anchor
- ← Sidewalk
- Grids

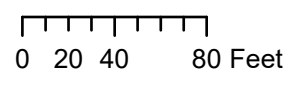
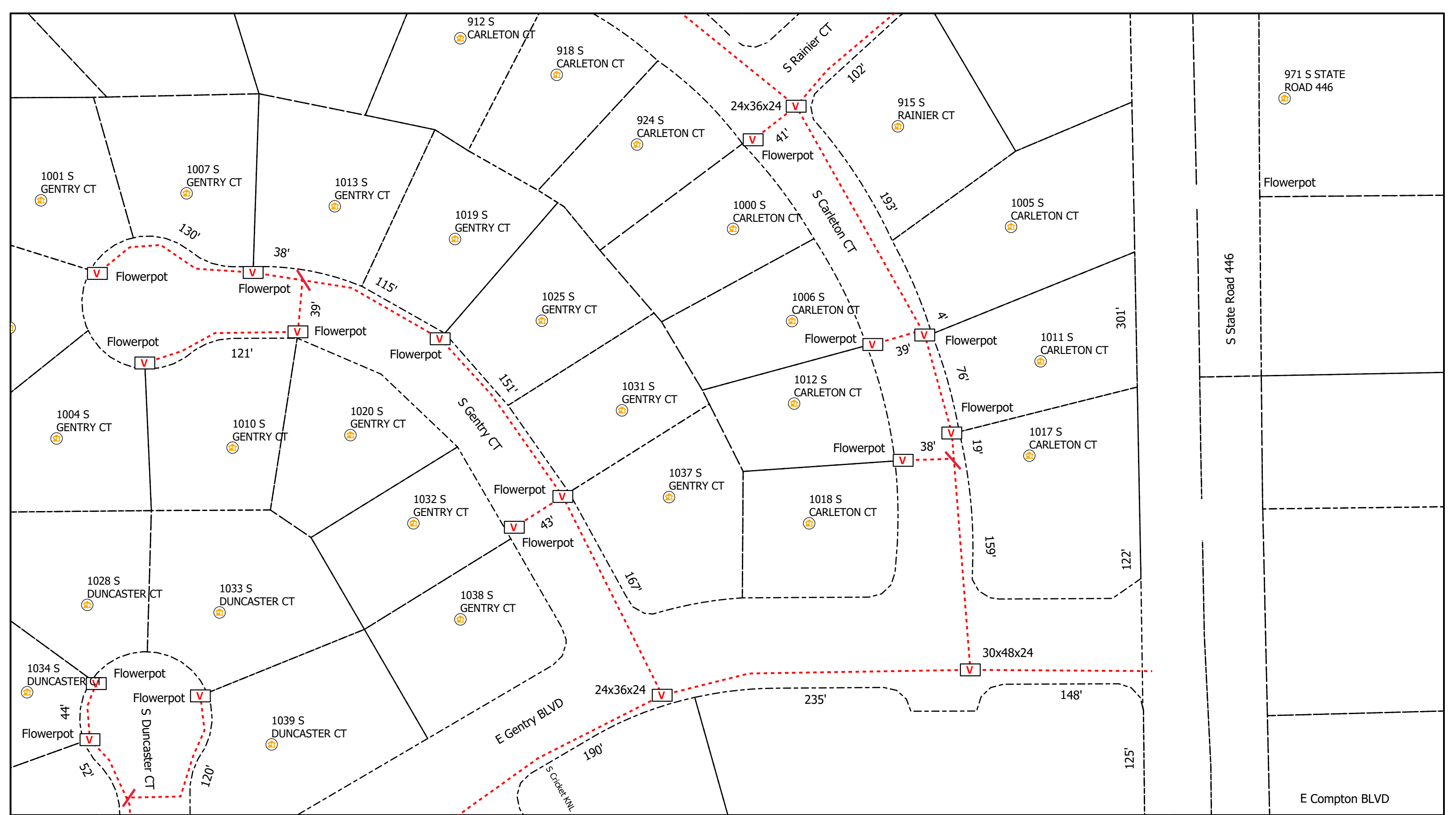
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- Vaults
- Overhead Strand
- Conduit
- Risers
- Address
- Bloomington_Parcels
- Grids
- Anchor
- Sidewalk

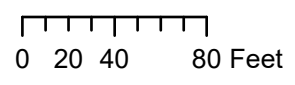
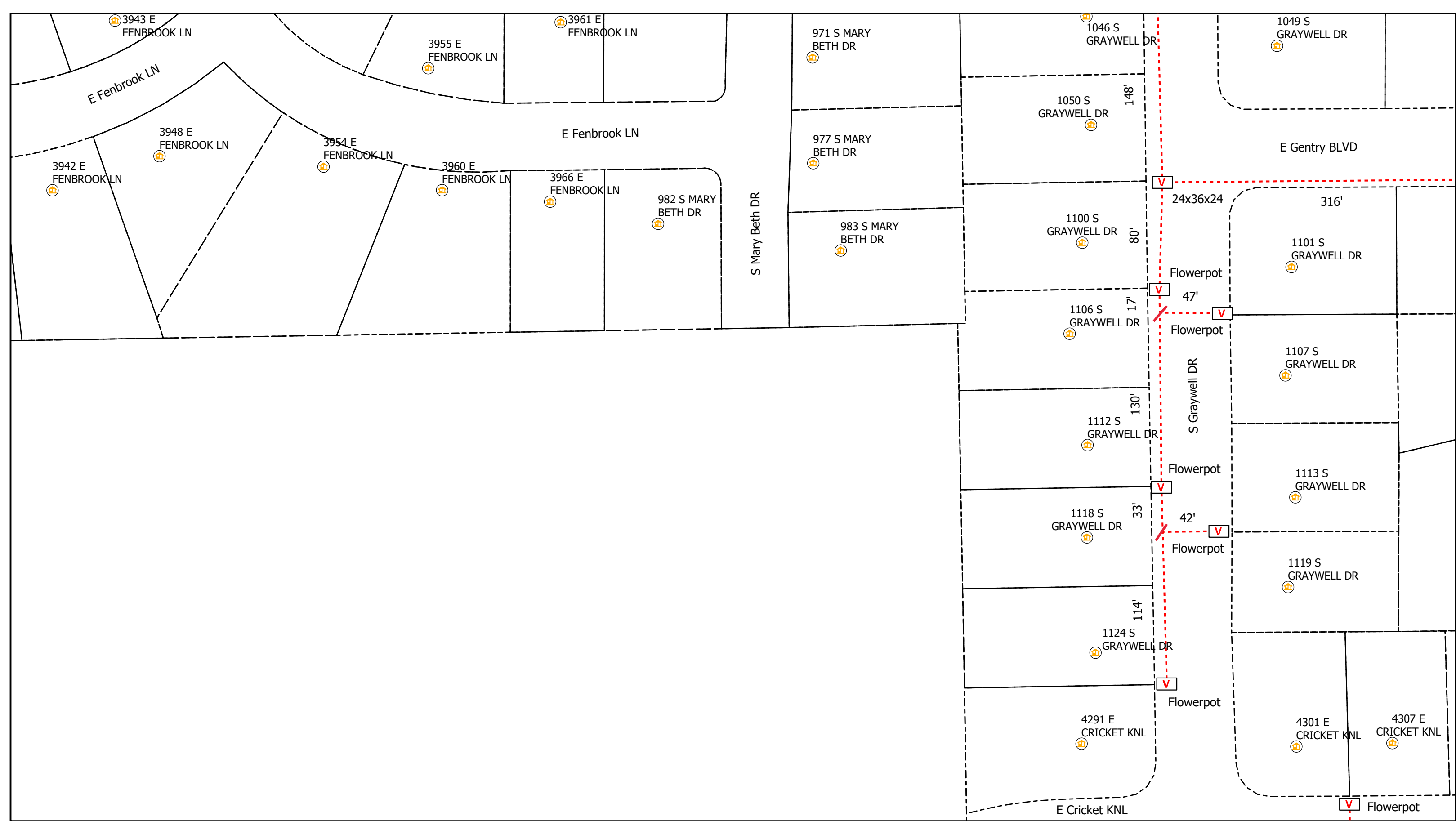
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- V Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- R Risers
- Ⓜ Address
- Y Anchor
- ← Sidewalk
- Grids

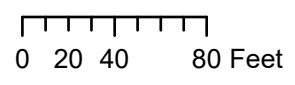
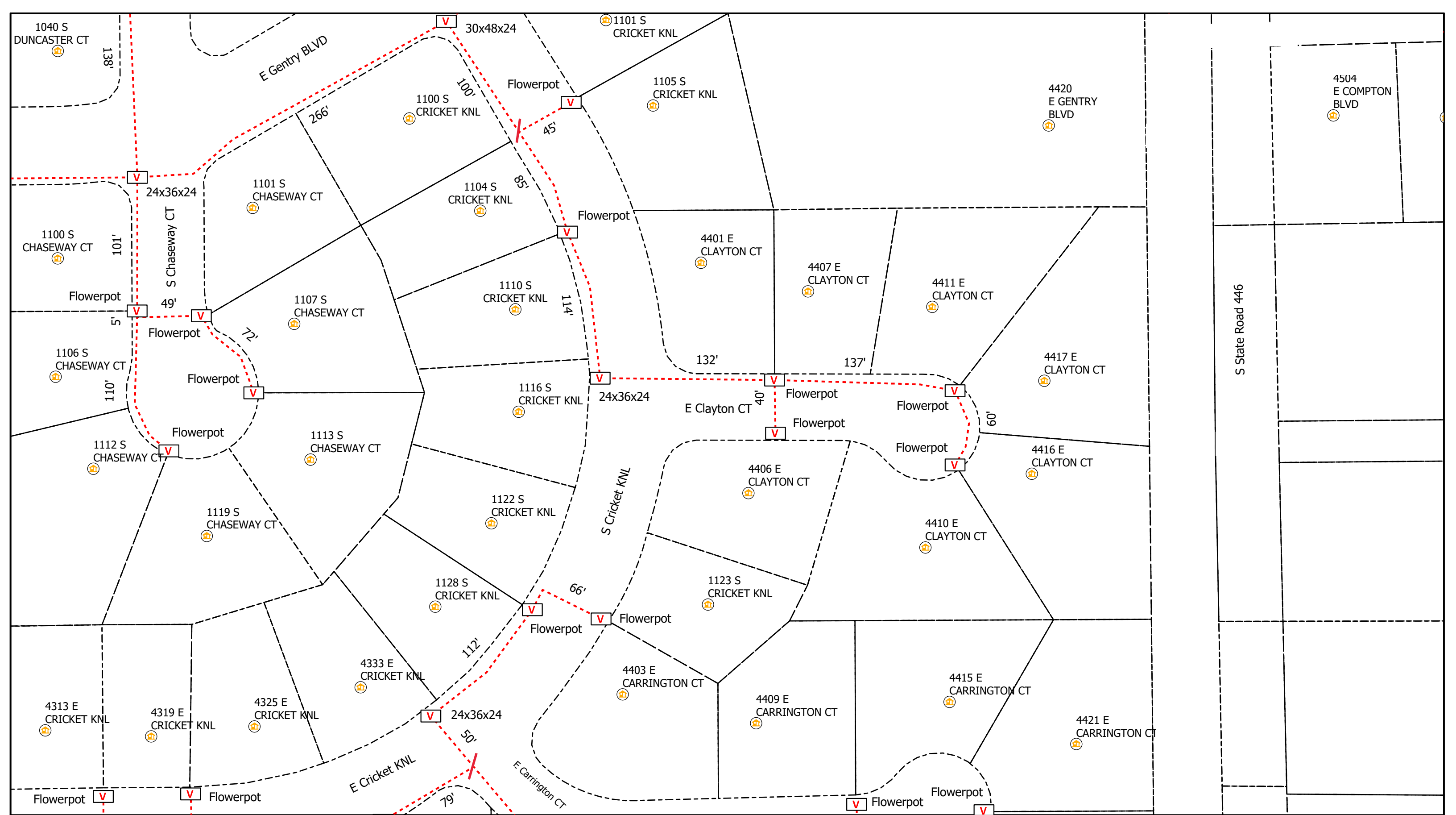
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- V Vaults
- Overhead Strand
- - - Conduit
- Bloomington_Parcels
- R Risers
- Ⓜ Address
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- ↖ Sidewalk
- Grids

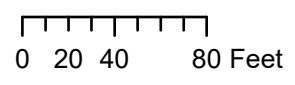
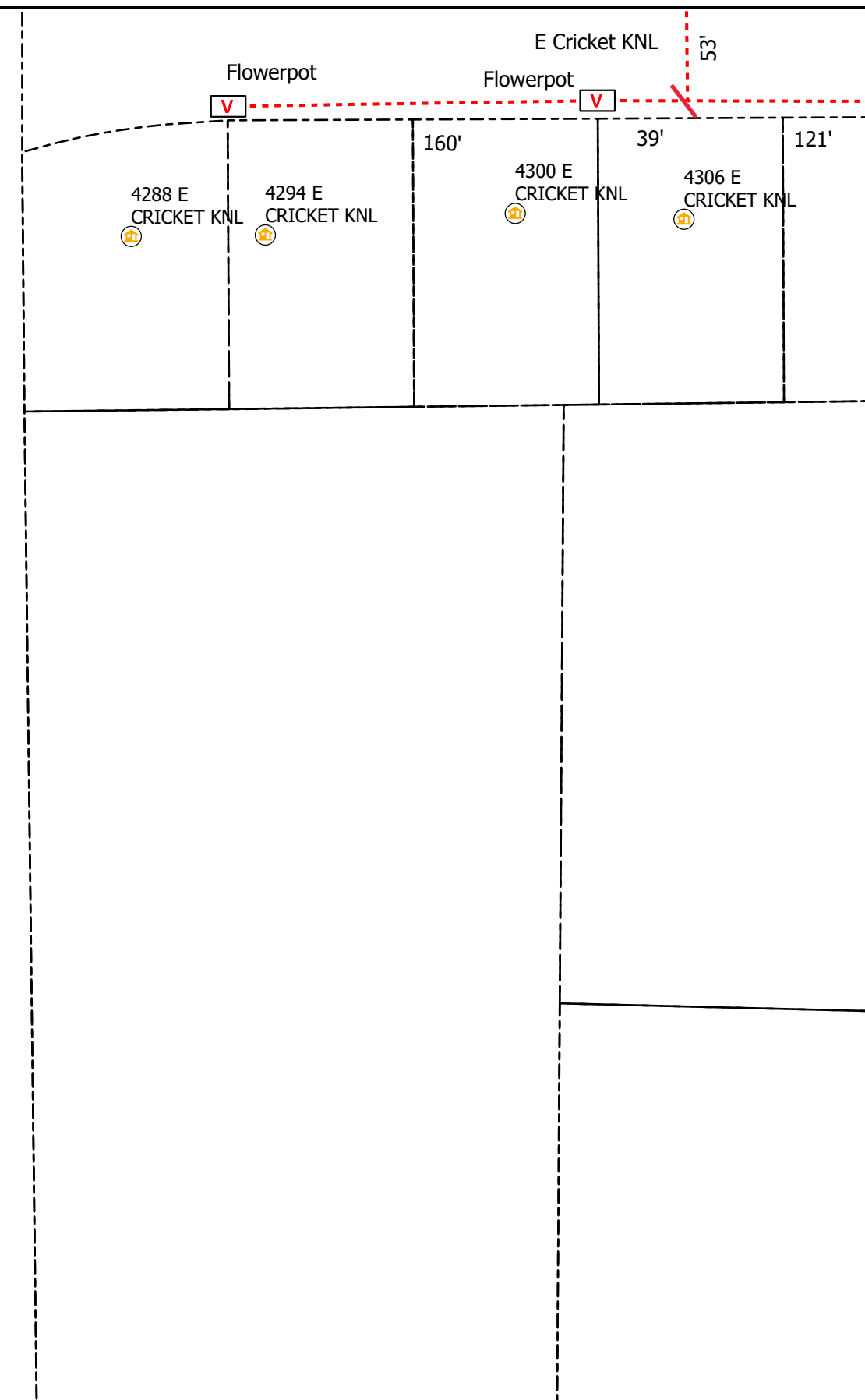
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- V Vaults
- Overhead Strand
- - - Conduit
- Bloomington_Parcels
- R Risers
- A Address
- Y Anchor
- K Sidewalk
- Grids

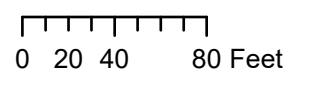
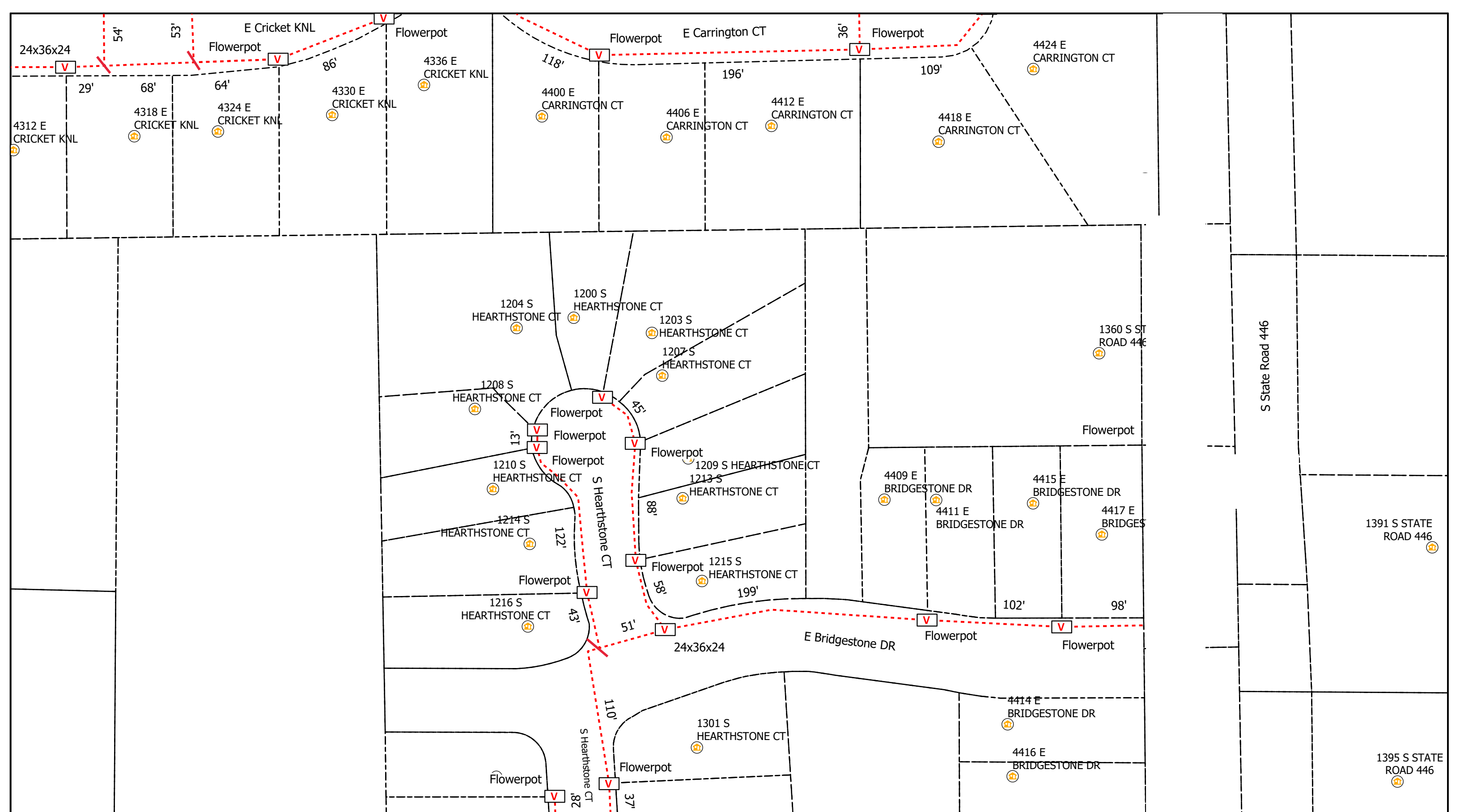
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- V Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- R Risers
- Ⓜ Address
- Y Anchor
- ← Sidewalk
- Grids

All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



4399
E MOORES
PIKE



4375
E MOORES
PIKE



4395
E MOORES
PIKE



Flowerpot 430'













E Moores PIKE



0 20 40 80 Feet

Legend

-  Poles
-  Vaults
-  Overhead Strand
-  Conduit
-  Bloomington_Parcels
-  Risers
-  Address
-  Anchor
-  Sidewalk
-  Grids

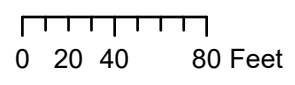
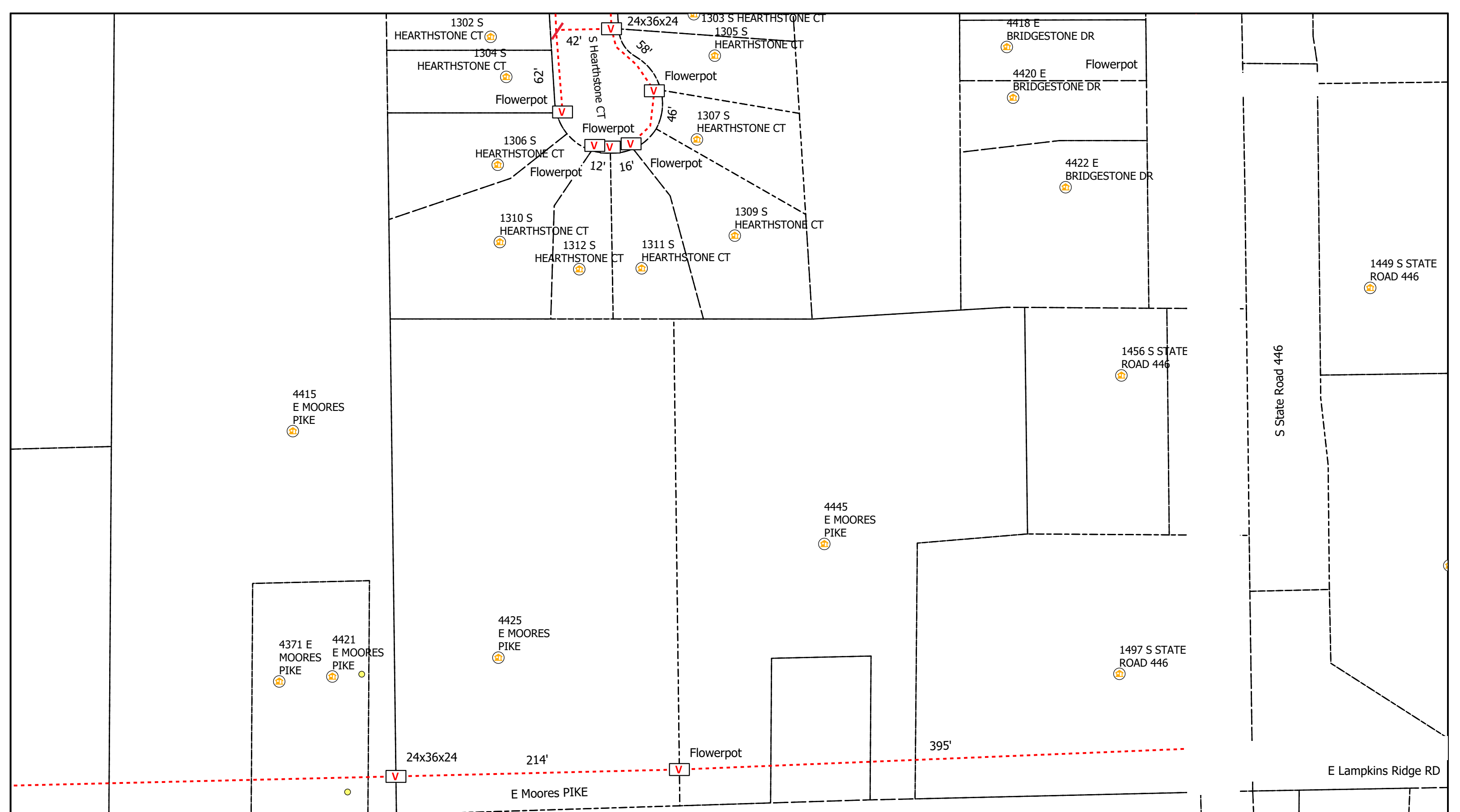
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
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All Flowerpots 12" DIA

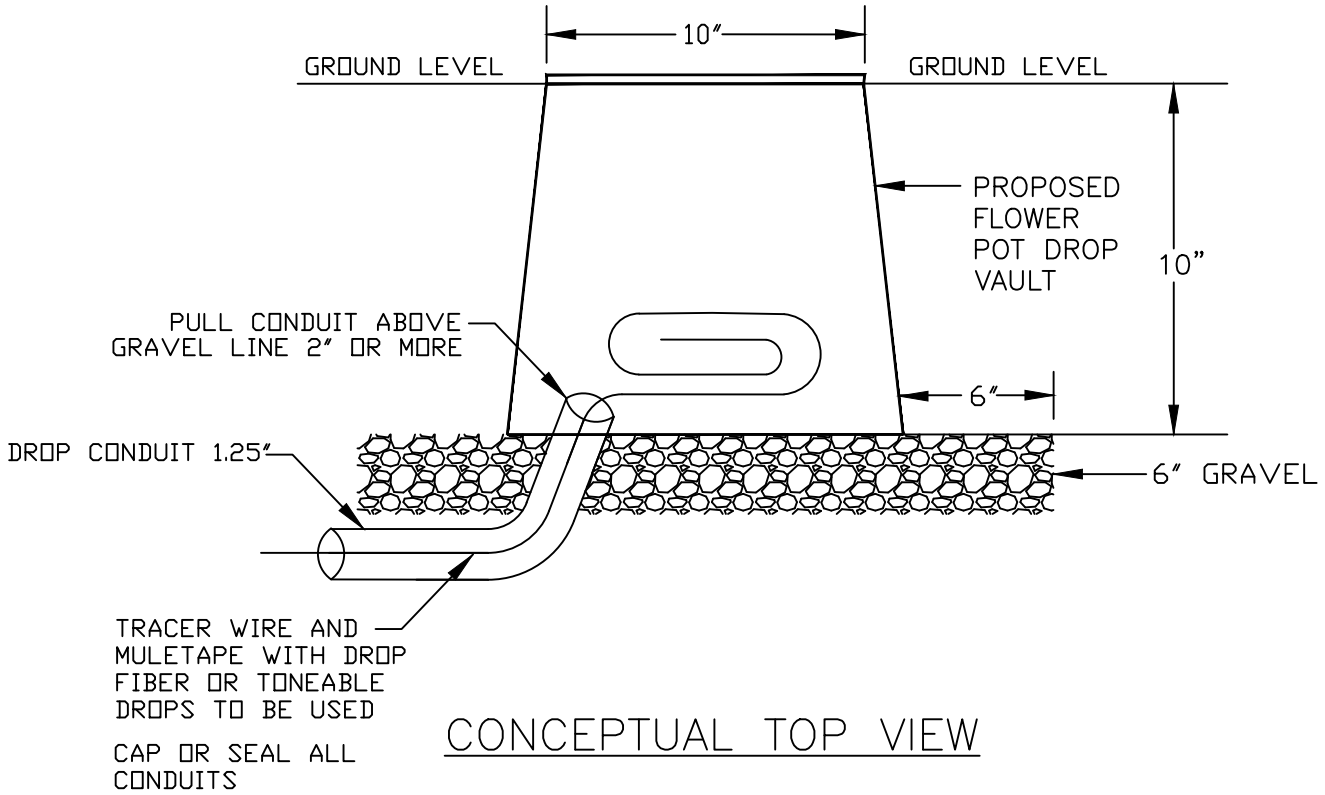


City of Bloomington, IN Permit:
Design View

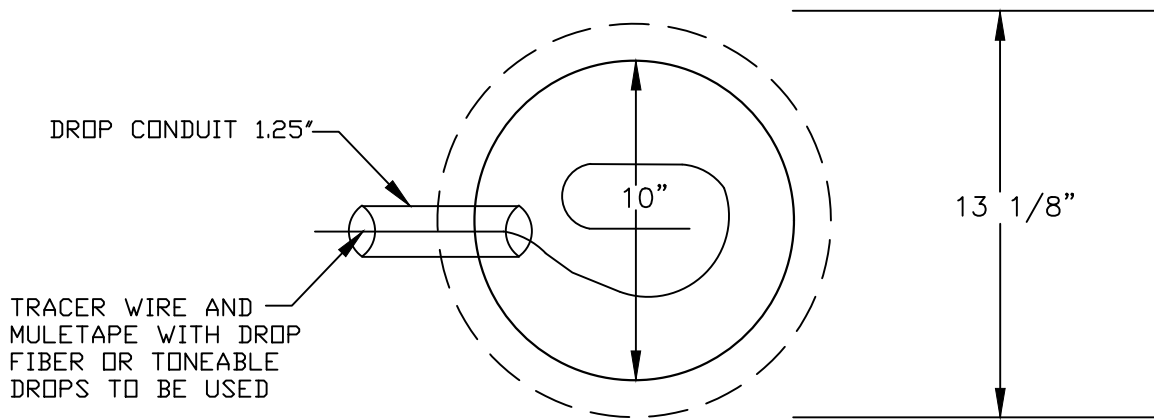
INI	BY	DATE	DESCRIPTION



CONCEPTUAL SIDE VIEW



CONCEPTUAL TOP VIEW

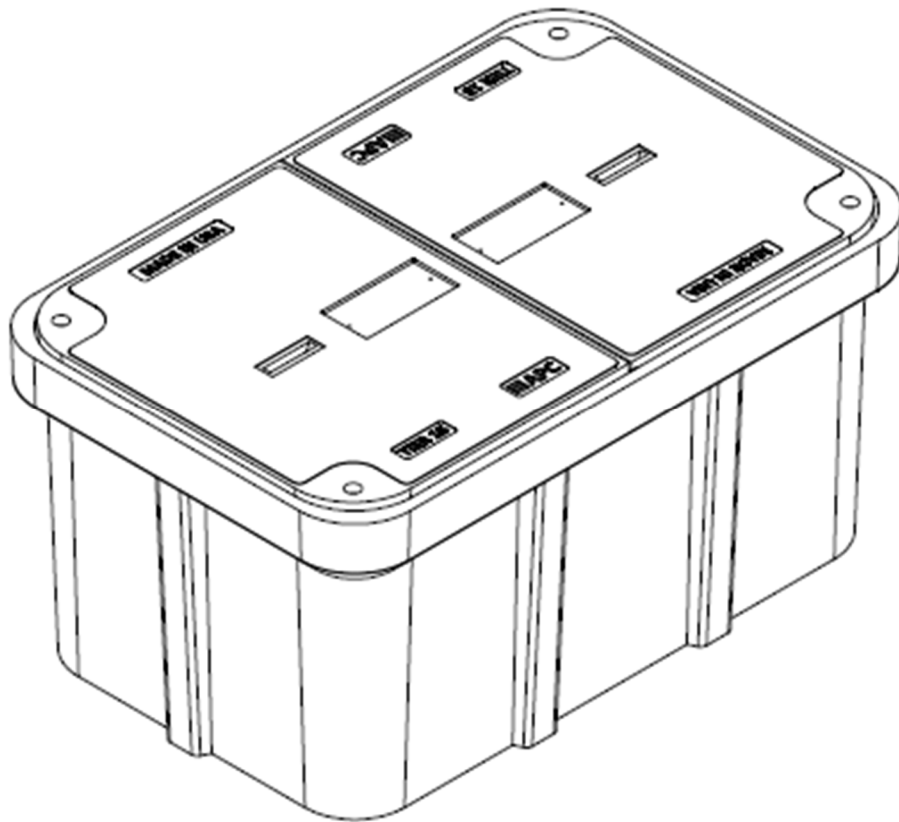


FLOWER POT

30"x48" PC UNIT, 2PC TIER 15/22
 18", 24", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit – TIER 15	30"x48"x18"	Tier 15	P304818HU15...	460 lbs.
PC Unit – TIER 22	30"x48"x18"	Tier 22	P304818HU22...	525 lbs.
PC Unit – TIER 15	30"x48"x24"	Tier 15	P304824HU15...	510 lbs.
PC Unit – TIER 22	30"x48"x24"	Tier 22	P304824HU22...	575 lbs.
PC Unit – TIER 15	30"x48"x36"	Tier 15	P304836HU15...	615 lbs.
PC Unit – TIER 22	30"x48"x36"	Tier 22	P304836HU22...	680 lbs.

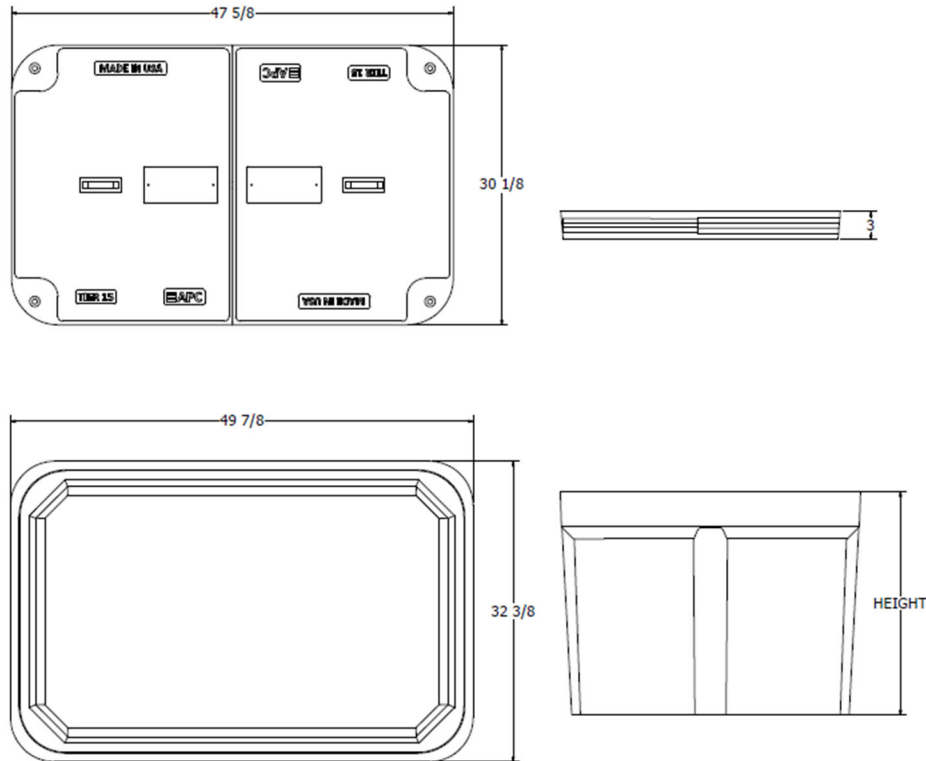


30"x48" PC UNIT, 2PC TIER 15/22

18", 24", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	30"x48"x18"	Tier 22	P304818B22	185 lbs.
Replacement Box	30"x48"x24"	Tier 22	P304824B22	235 lbs.
Replacement Box	30"x48"x36"	Tier 22	P304836B22	340 lbs.
Replacement Lids - T15	30"x48" (half)	Tier 15	Various	150 lbs.
Replacement Lids - T22	30"x48" (half)	Tier 22	Various	170 lbs.

Bolt options



Machine Thread



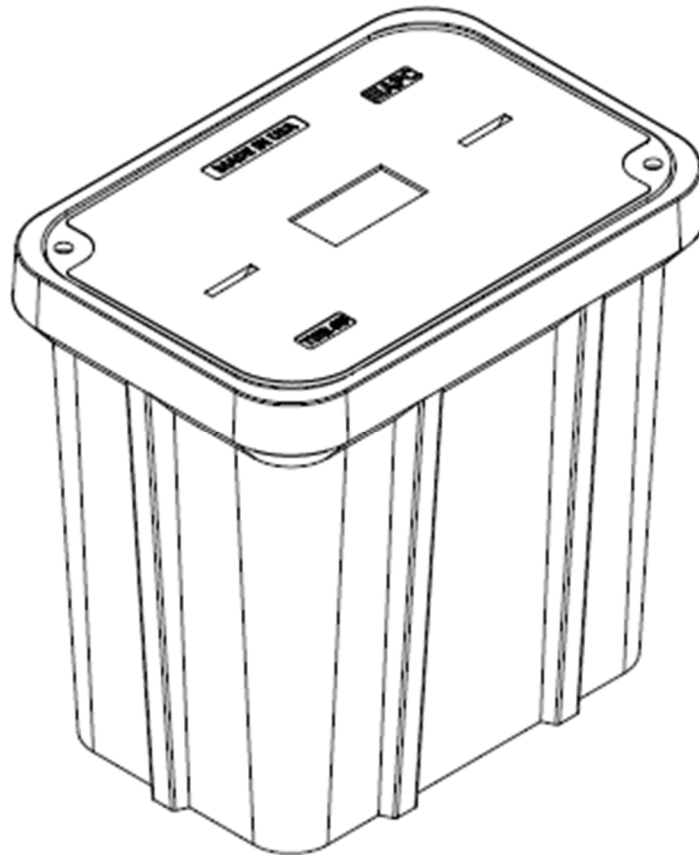
Auger Thread



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



AMERICAN POLYMER COMPANY



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

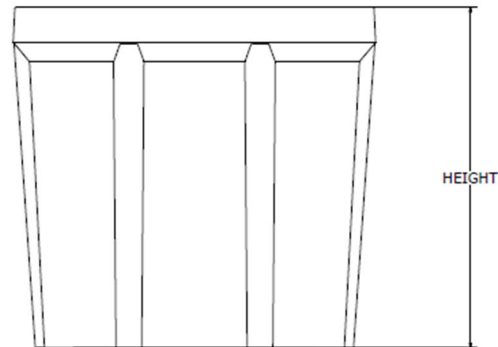
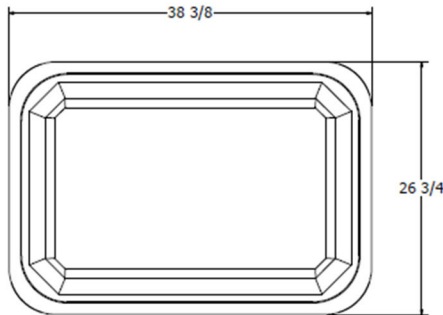
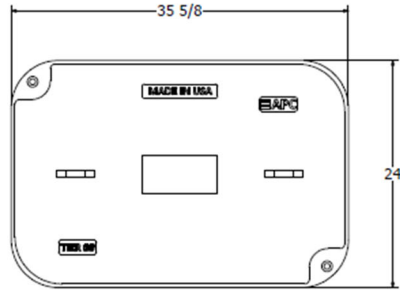


24"x36" PC UNIT, TIER 15/22

18", 24", 30", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	24"x36"x18"	Tier 22	P243618B22	165 lbs.
Replacement Box	24"x36"x24"	Tier 22	P243624B22	195 lbs.
Replacement Box	24"x36"x30"	Tier 22	P243630B22	225 lbs.
Replacement Box	24"x36"x36"	Tier 22	P243636B22	255 lbs.
Replacement Lids - T15	24"x36"	Tier 15	Various	170 lbs.
Replacement Lids - T22	24"x36"	Tier 22	Various	190 lbs.

Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread

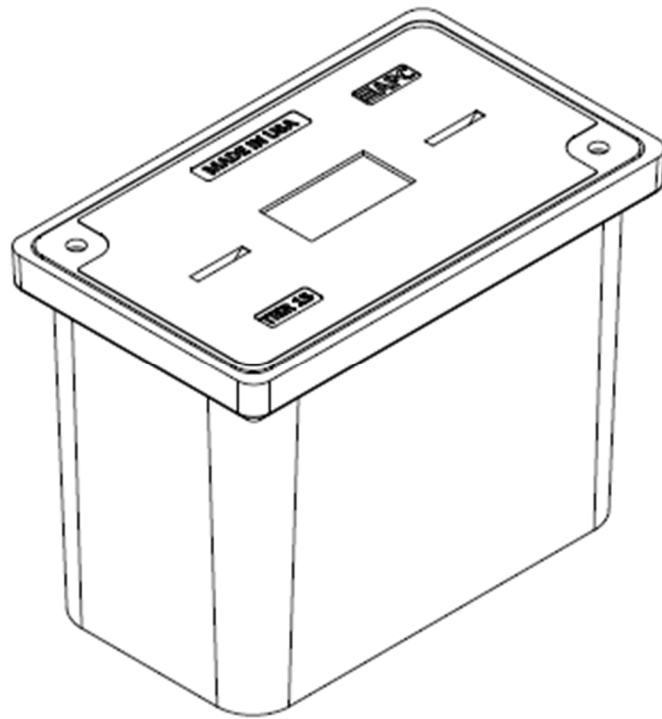


17"x30" PC UNIT, TIER 15/22

12", 18", 24", and 30" HEIGHT



AMERICAN POLYMER COMPANY



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

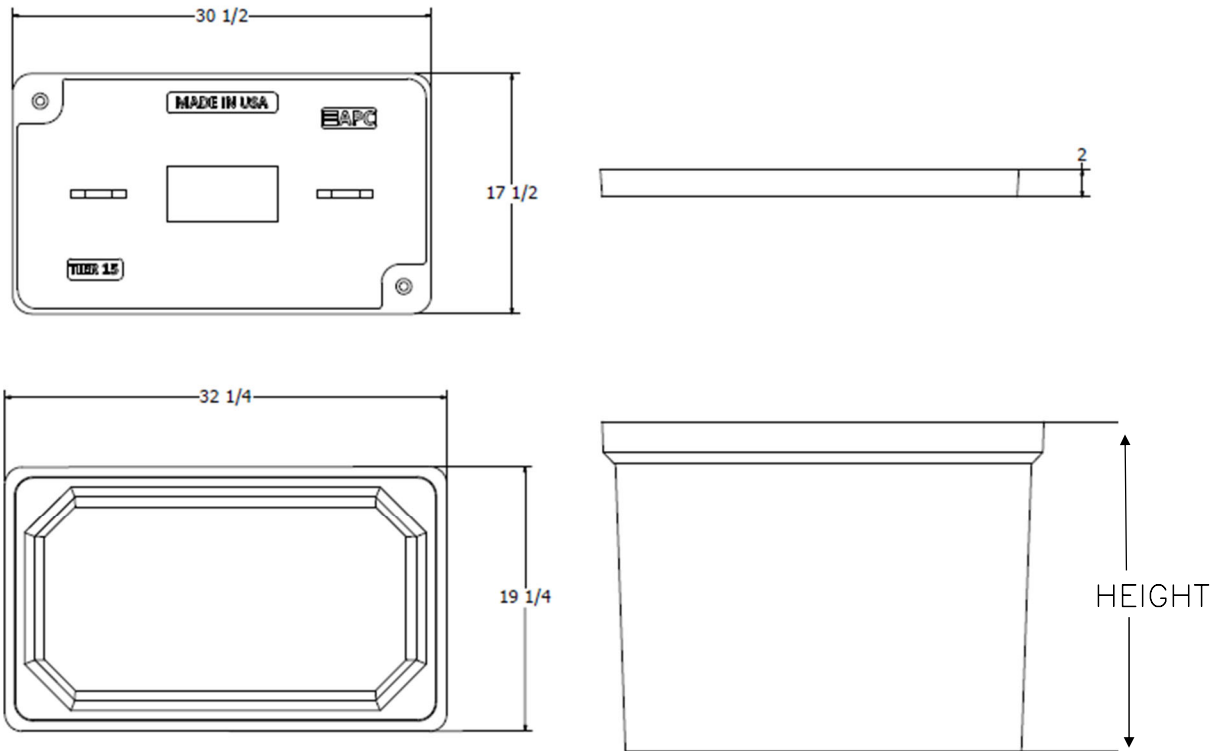


17"x30" PC UNIT, TIER 15/22

12", 18", 24", and 30" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	17"x30"X12"	Tier 22	P173012B22	66 lbs.
Replacement Box	17"x30"X18"	Tier 22	P173018B22	100 lbs.
Replacement Box	17"x30"X24"	Tier 22	P173024B22	120 lbs.
Replacement Box	17"x30"X30"	Tier 22	P173030B22	145 lbs.
Replacement Lids – T15	17"x30"	Tier 15	Various	72 lbs.
Replacement Lids – T22	17"x30"	Tier 22	Various	81 lbs.

Bolt options



Machine Thread



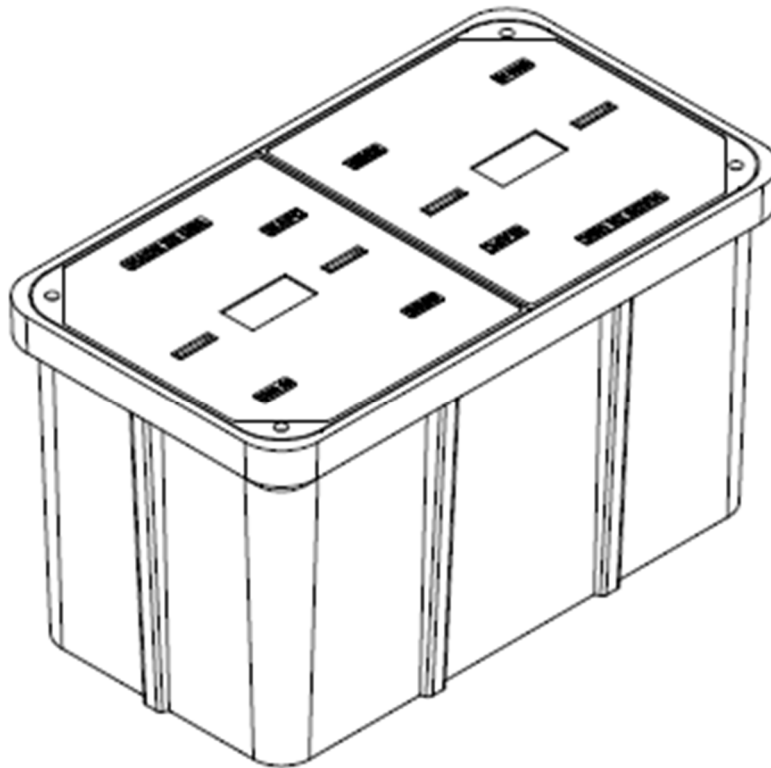
Auger Thread



33"x60" PC UNIT, 2PC TIER 15/22
36" HEIGHT



AMERICAN POLYMER COMPANY



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

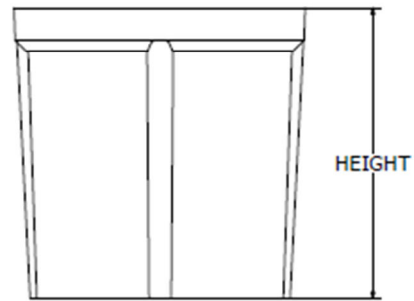
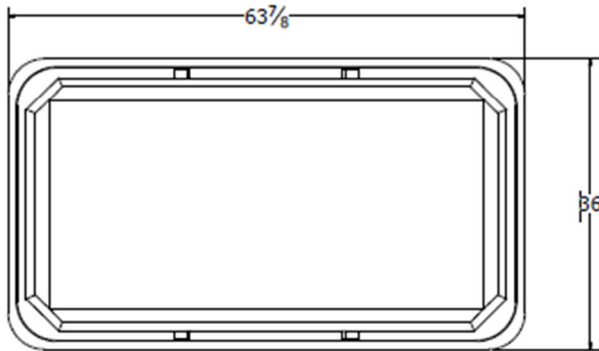
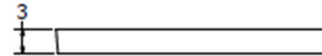


33"x60" PC UNIT, 2PC TIER 15/22

36" HEIGHT



AMERICAN POLYMER COMPANY



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

Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread



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

APPROVED/ACCEPTED BY:
ENGINEER, OWNER, or PRIME CONTRACTOR
 Check for Notice to Proceed.
BLC01b-F15_E Gentry Blvd TCP

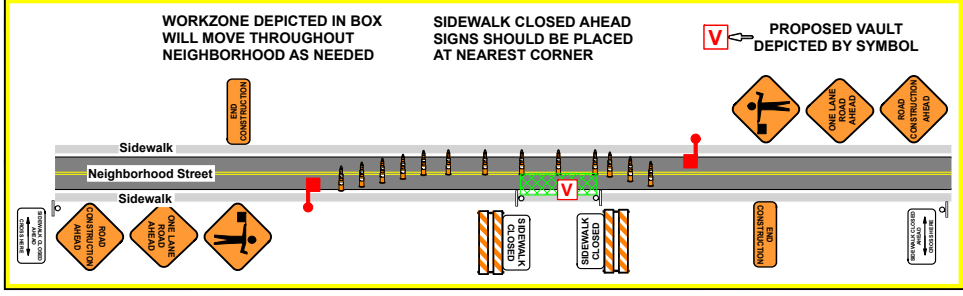
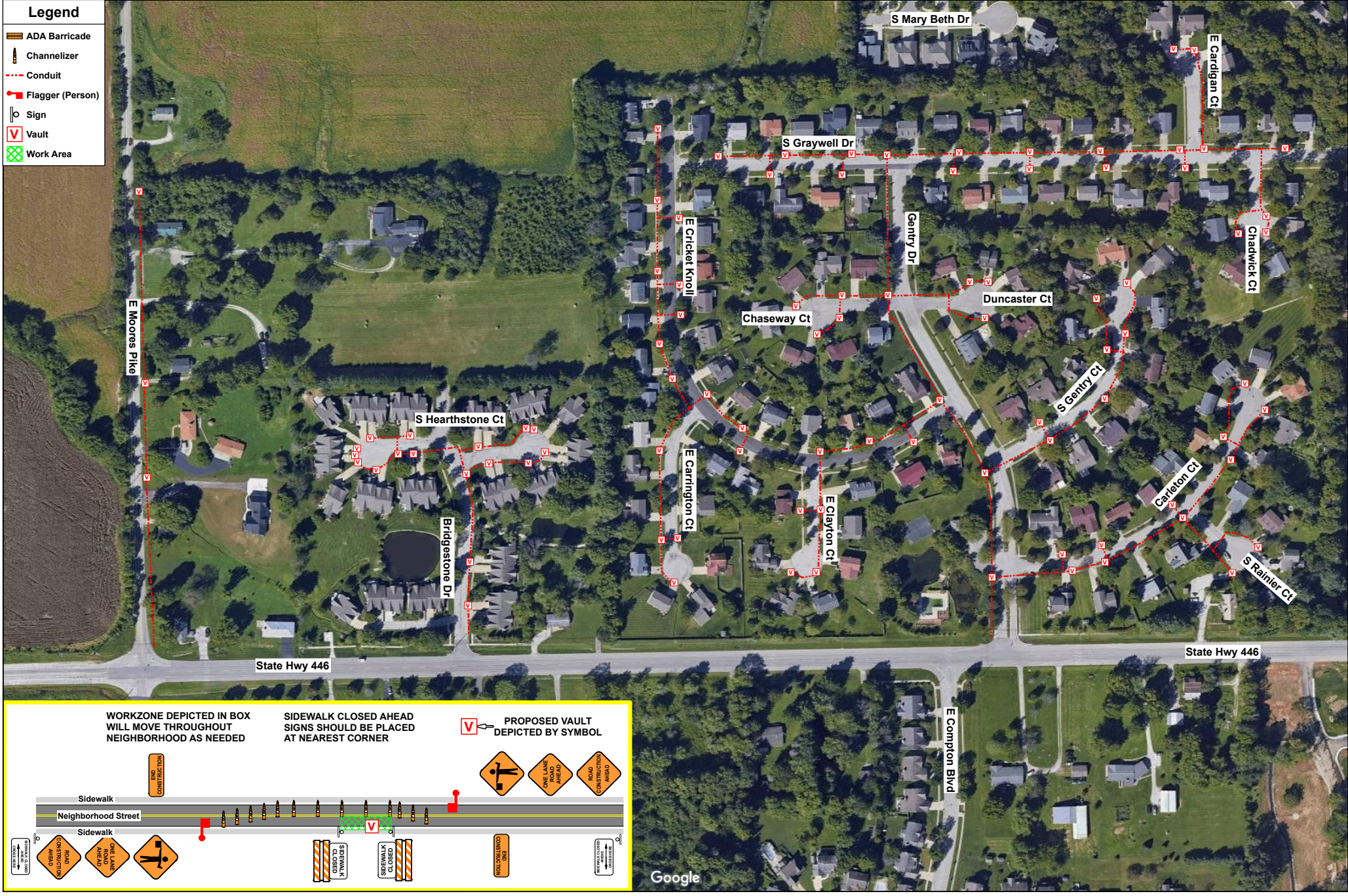
Signature: _____

Company: _____

Date: 10/17/2022 **Project:** BLC01b-F15 E Gentry Blvd TCP :
: **Traffic Control Suggestion For:** AEG :
By: Road Runner Safety Services, Inc. : Nathan

Comments:
Drawing not to scale. Traffic control plan must be approved by an engineer. This is a suggestion only. Road Runners Safety Services, Inc. has no liability for this suggested traffic control plan. Actual placement and spacing of all traffic control devices will depend on field conditions and must conform to MUTCD standards.

- Legend**
- ADA Barricade
 - Channelizer
 - Conduit
 - Flagger (Person)
 - Sign
 - Vault
 - Work Area






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

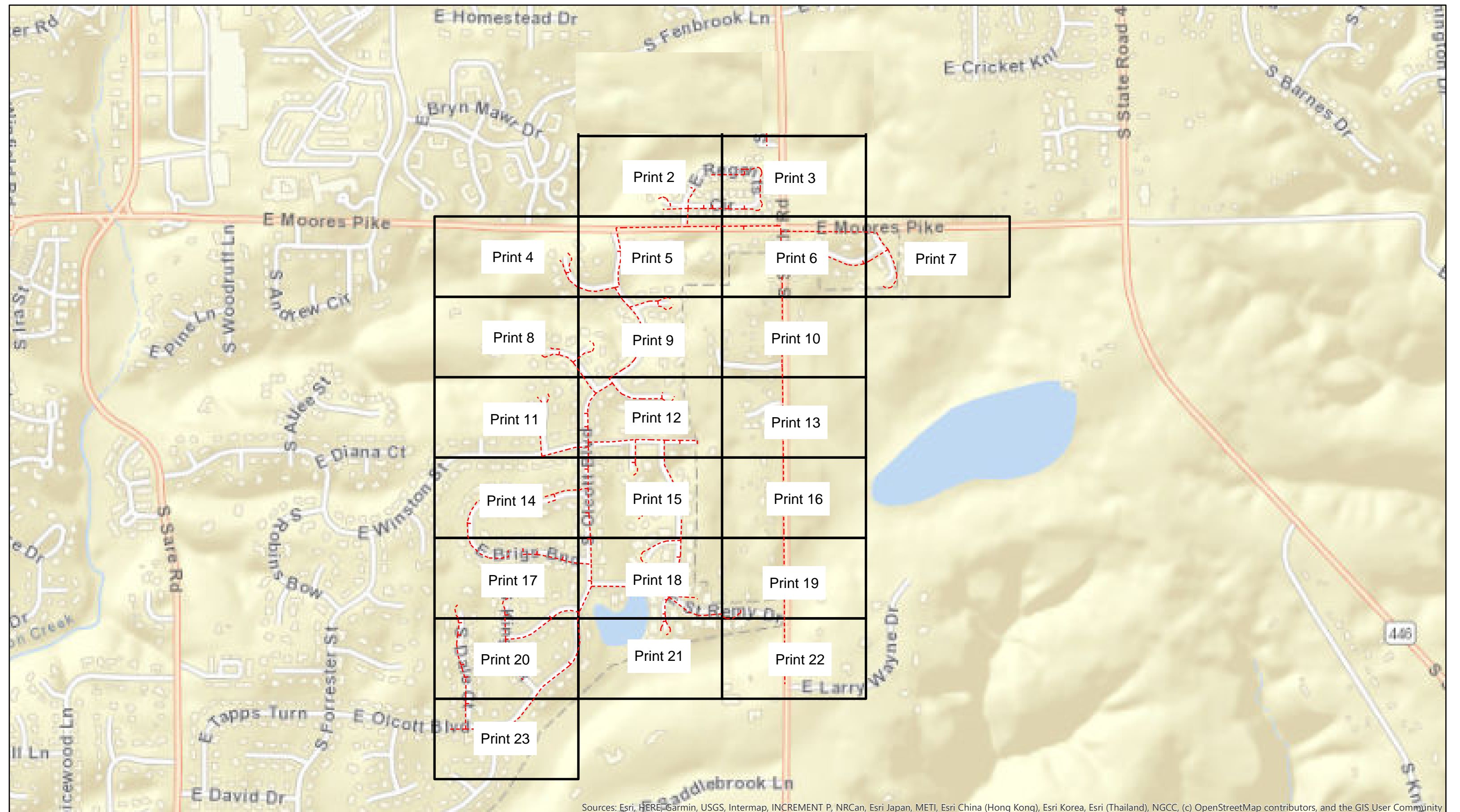
ADDRESS OF ROW ACTIVITY: S Wingfield Dr

A. APPLICANT/AGENT INFORMATION:		D. TRAFFIC CONTROL DEVICES*:	
APPLICANT NAME: <u>Bret Simons</u>		<input checked="" type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD	
E-MAIL: <u>bret.simons@aeg.cc</u>		<input type="checkbox"/> LIGHTED BARRELS <input checked="" type="checkbox"/> TYPE 3 BARRICADES	
COMPANY: <u>Atlantic Engineering Group</u>		<input checked="" type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER	
ADDRESS: <u>P.O. Box 349</u>		*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED. See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet	
CITY, STATE, ZIP: <u>Buford, GA 30515</u>			
24-HR EMERGENCY CONTACT NAME: <u>(706)654-2298</u>		E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input type="checkbox"/> N	
24-HR CONTACT PHONE #: _____		IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436	
INSURANCE #*: <u>TB5-691-473497-082</u> COMPANY: <u>ACORD</u>		F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?	
BOND #*: <u>1160465</u> COMPANY: <u>LEXON</u>		PROJECT NAME: <u>BLC01a-F09 S Wingfield Dr</u>	
*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED		PROJECT #: <u>BLC01a-F09 S Wingfield Dr</u>	
SUBCONTRACTOR INFORMATION		PROJECT MGR.: <u>Lex Mullins</u>	
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)		PROJECT MGR. #: <u>215-847-8819</u>	
COMPANY NAME: _____		*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY	
B. WORK DESCRIPTION:		*IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY	
<input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE*		G. EXCAVATIONS:	
(EXPLAIN): <u>Excavation</u>		SQ FT OF PAVEMENT* EXCAVATIONS: <u>N/A</u>	
*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND		*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS	
C. RIGHT OF WAY TO BE USED/CLOSED:		SQ FT OF NON-PAVEMENT* EXCAVATIONS: <u>598 Sq Ft</u>	
STREET NAME 1: <u>S Wingfield Dr</u>		*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE	
1ST INTERSECTING STREET NAME: _____		LINEAL FT OF BORE*: <u>26,219 Lineal Ft</u>	
2ND INTERSECTING STREET NAME: _____		*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS	
<input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>		# OF POLE INSTALLATIONS/REMOVAL: <u>N/A</u>	
<input checked="" type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		SQ FT OF SIDEWALK RECONSTRUCTION*: <u>N/A</u>	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED	
START DATE: <u>Nov 11th</u> END DATE: _____ # OF DAYS*: <u>30</u>		SQ FT OF SIDEWALK NEW CONSTRUCTION*: <u>N/A</u>	
STREET NAME 2: _____		*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE	
1ST INTERSECTING STREET NAME: _____		#RESIDENTIAL DRIVEWAY INSTALLATION: <u>N/A</u>	
2ND INTERSECTING STREET NAME: _____		 <p>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. IT'S THE LAW.</p>	
<input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>			
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		H. INDEMNIFICATION AGREEMENT:	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.	
START DATE: _____ END DATE: _____ # OF DAYS*: _____		I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.	
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW		PRINT NAME: <u>Bret Simons</u>	
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM		SIGNATURE: <u>Bret Simons</u>	
STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/>		DATE: <u>10/19/2022</u>	
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)			

For Administration Use Only (applicable to CLOSURE approval)

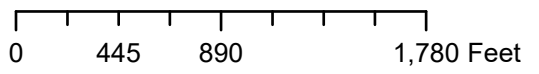
Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Legend BLC01a-F09 - S Wingfield Dr



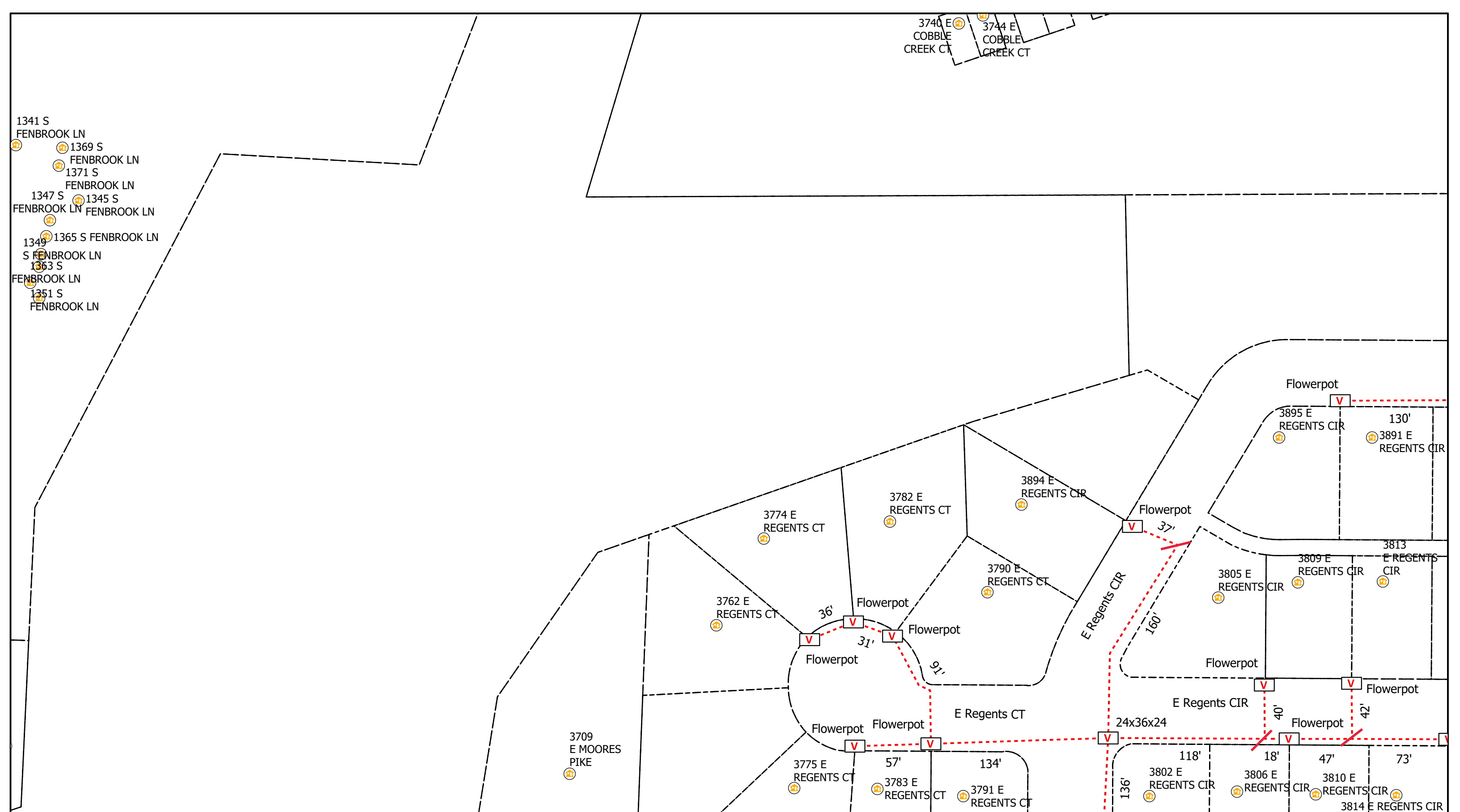
- - - Conduit
- Grids



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





1341 S FENBROOK LN
 1369 S FENBROOK LN
 1371 S FENBROOK LN
 1347 S FENBROOK LN
 1345 S FENBROOK LN
 1365 S FENBROOK LN
 1349 S FENBROOK LN
 1363 S FENBROOK LN
 1351 S FENBROOK LN

3740 E COBBLE CREEK CT
 3744 E COBBLE CREEK CT

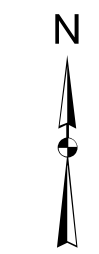
3774 E REGENTS CT
 3782 E REGENTS CT
 3894 E REGENTS CIR
 3790 E REGENTS CT
 3762 E REGENTS CT
 3709 E MOORES PIKE
 3775 E REGENTS CT
 3783 E REGENTS CT
 3791 E REGENTS CT
 3895 E REGENTS CIR
 3891 E REGENTS CIR
 3805 E REGENTS CIR
 3809 E REGENTS CIR
 3813 E REGENTS CIR
 3802 E REGENTS CIR
 3806 E REGENTS CIR
 3810 E REGENTS CIR
 3814 E REGENTS CIR



Legend

- Poles
- V Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- Risers
- Address
- Grids
- Y Anchor
- ← Sidewalk
- Grids

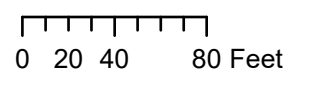
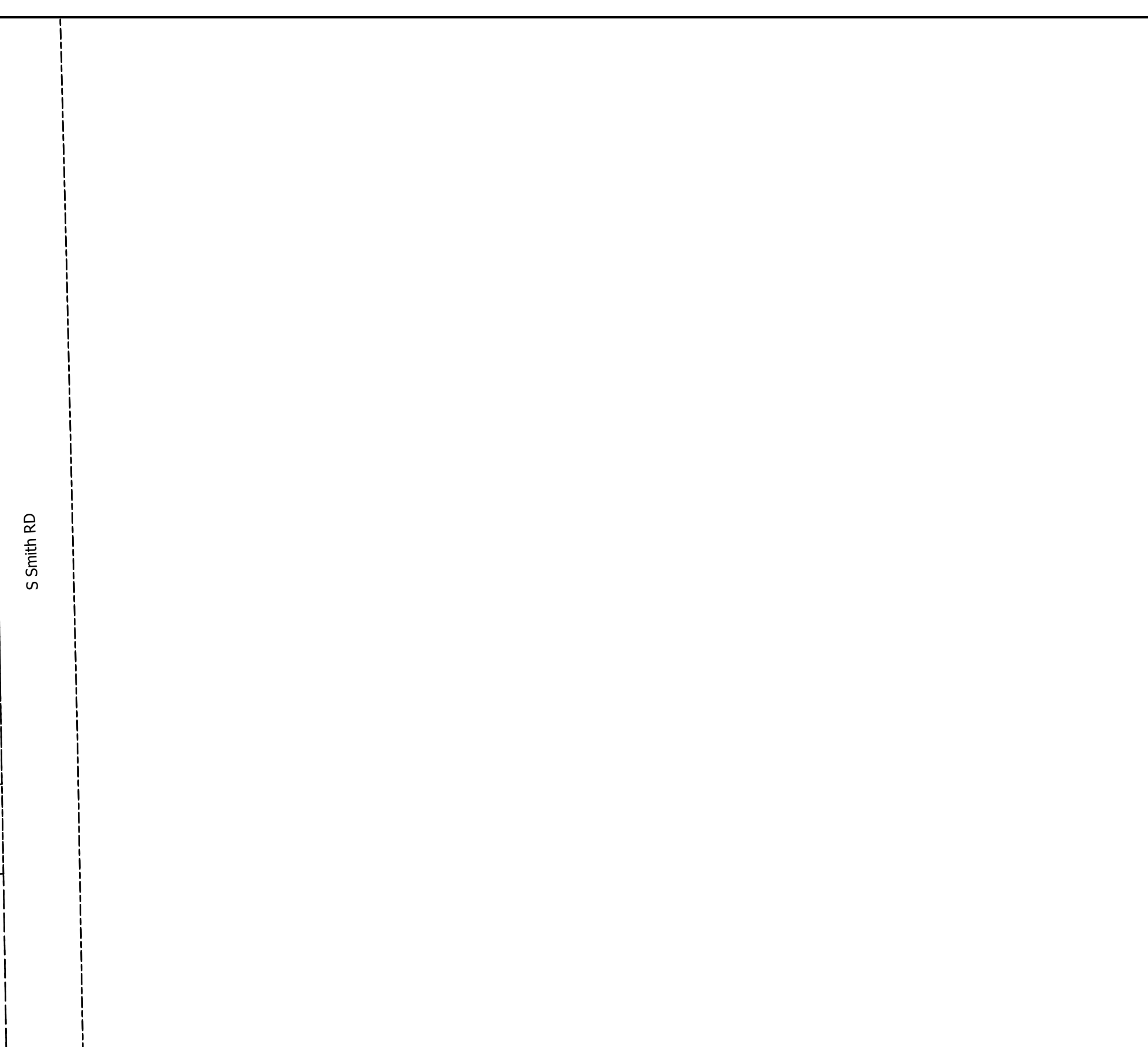
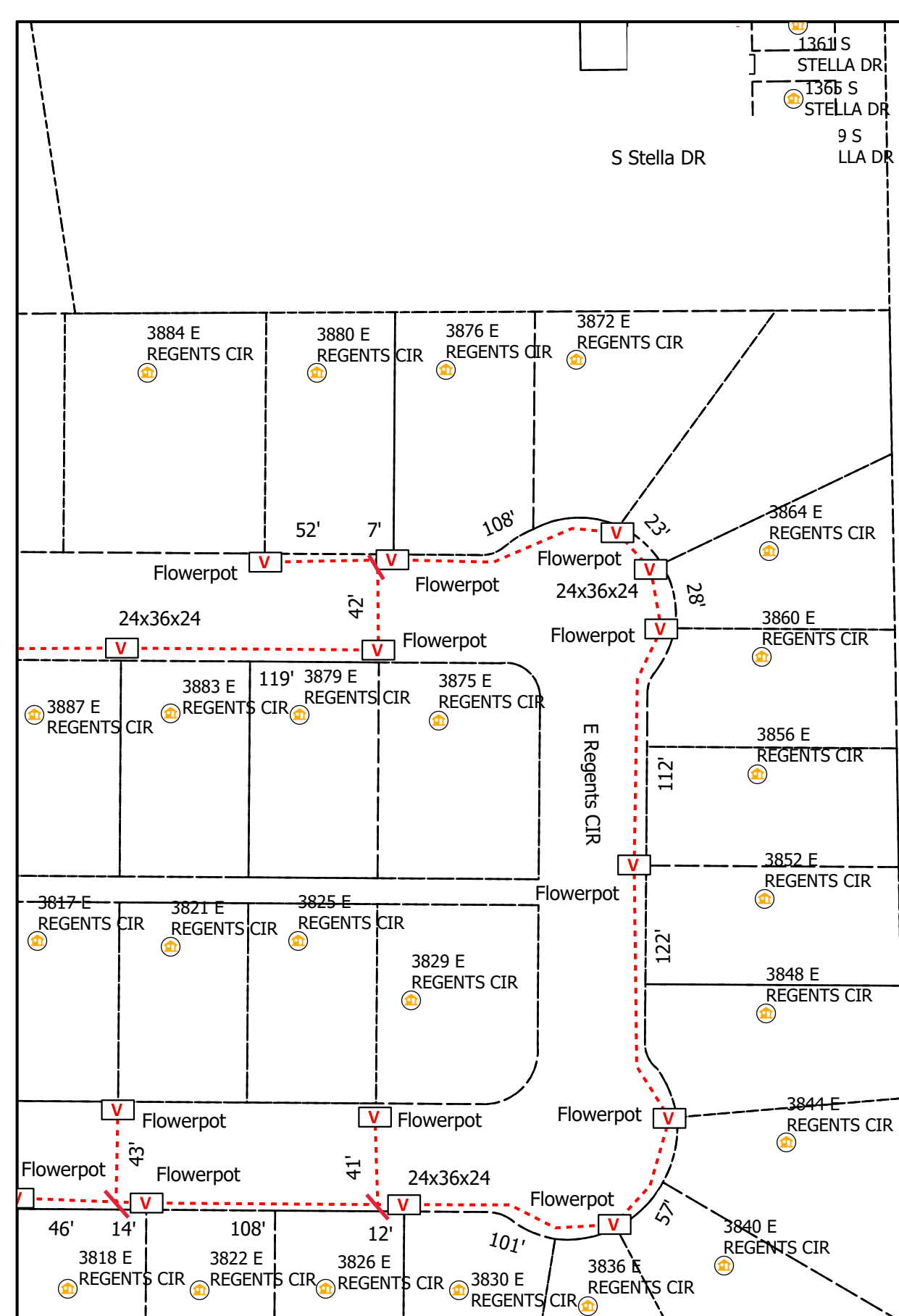
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
 Design View

INI	BY	DATE	DESCRIPTION

Print 2 of 23



Legend

- Poles
- Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- Risers
- Address
-
- Anchor
- Sidewalk
- Grids

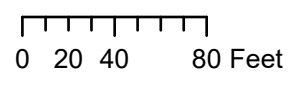
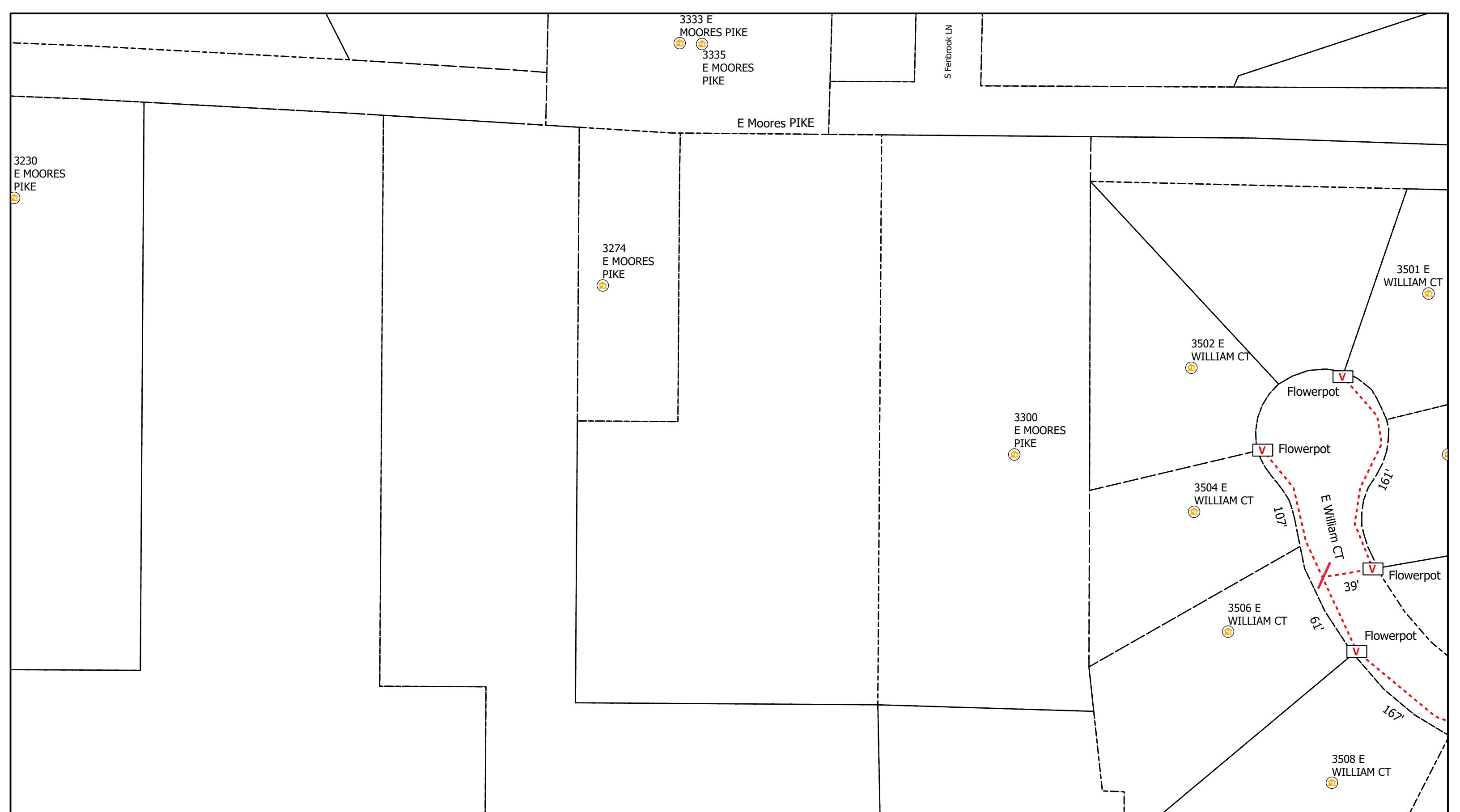
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- V Vaults
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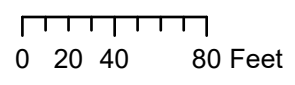
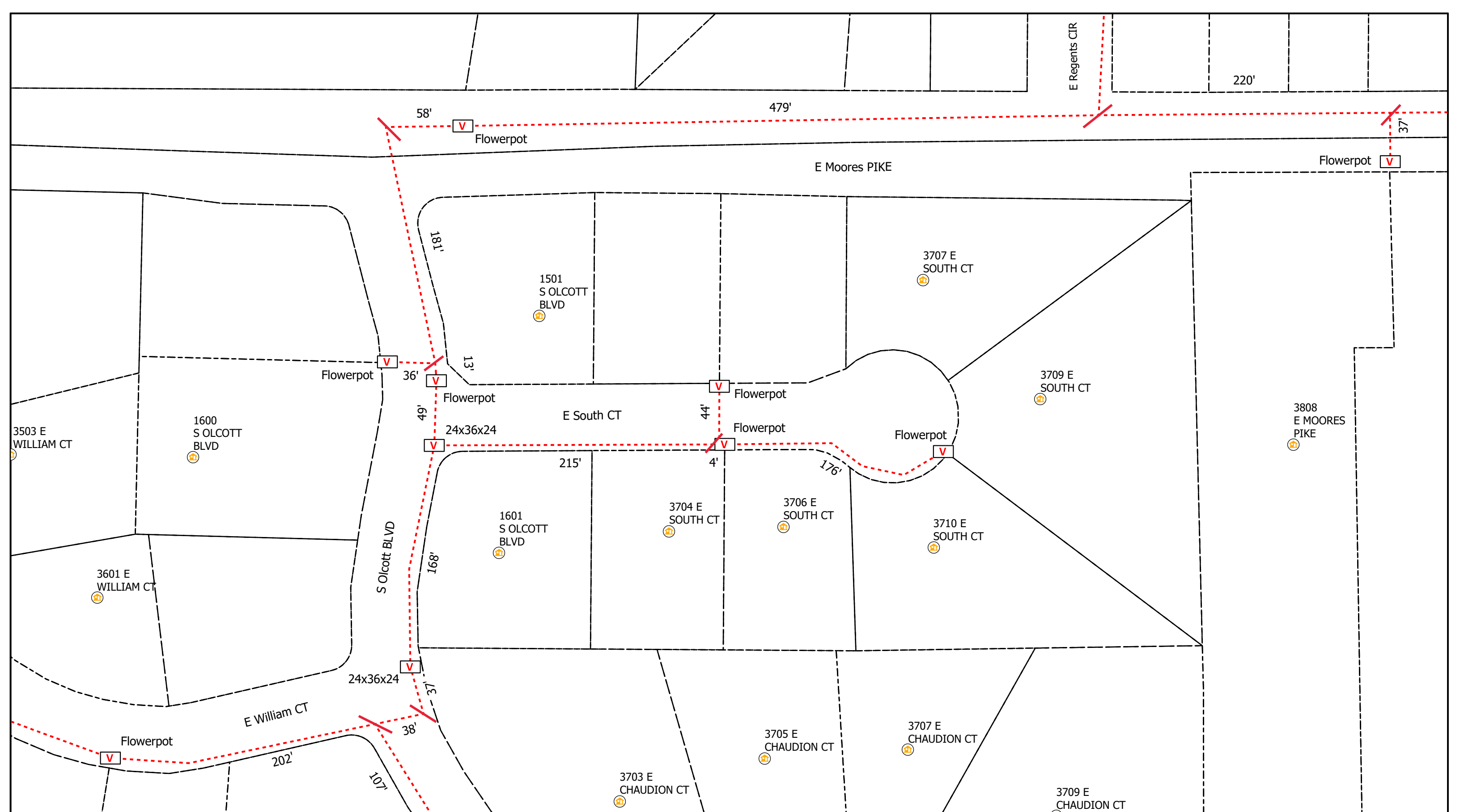
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- Vaults
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- Conduit
- Bloomington_Parcels
- Risers
- Address
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- Anchor
- Sidewalk
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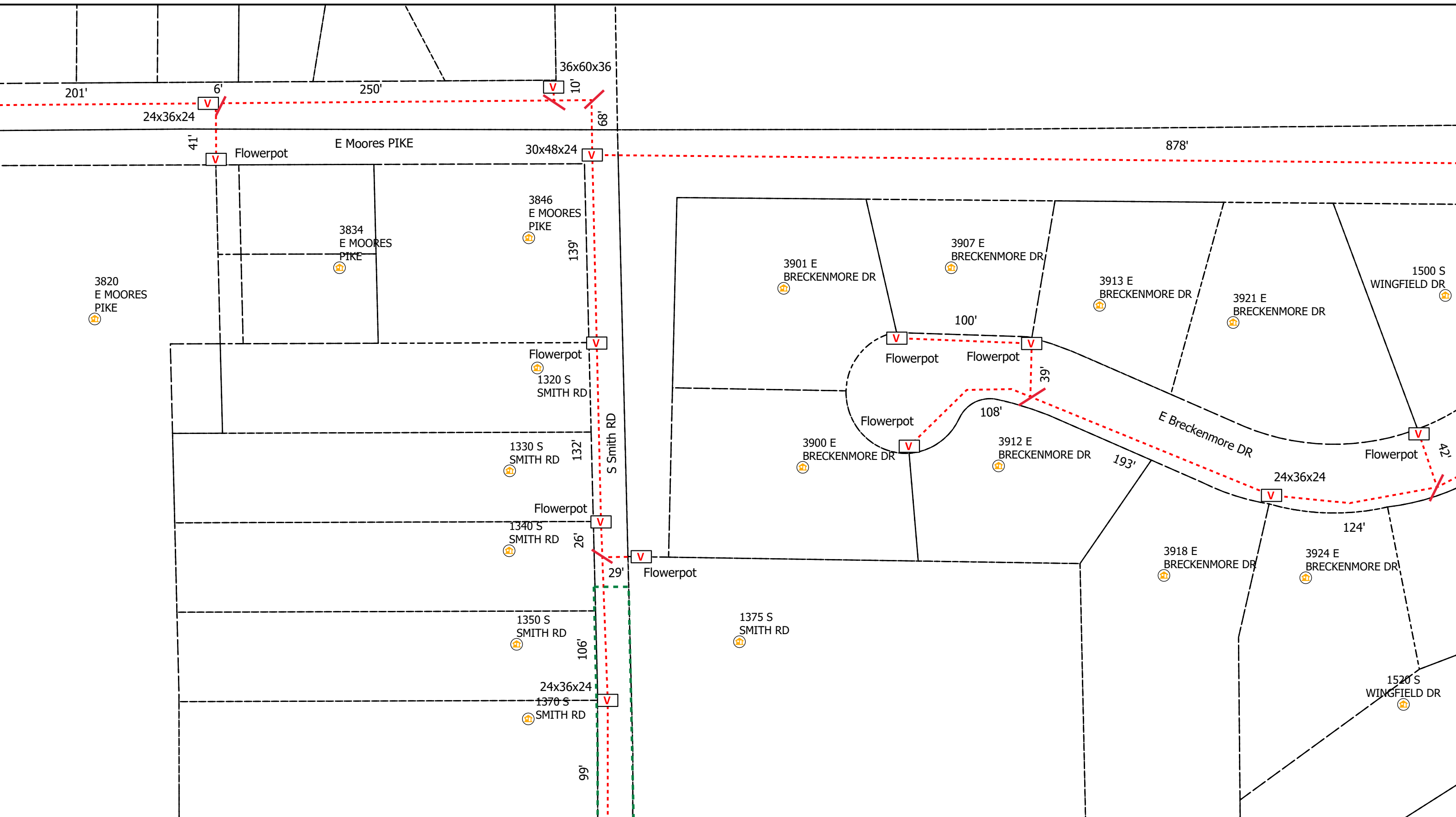
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION

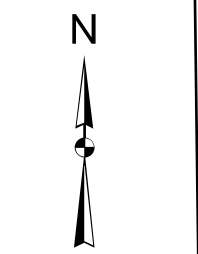




Legend

- Poles
- V Vaults
- Overhead Strand
- - - Conduit
- Bloomington_Parcels
- Risers
- Ⓜ Address
- - - Grids
- Y Anchor
- ← Sidewalk
- Grids

All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION

Print 6 of 23

E Moores PIKE

1501 S WINGFIELD DR

1507 S WINGFIELD DR

24x36x24

E Breckenmore DR

Flowerpot

1512 S WINGFIELD DR

S Wingfield DR

1513 S WINGFIELD DR

Flowerpot

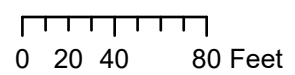
1519 S WINGFIELD DR

Flowerpot

Flowerpot

1531 S WINGFIELD DR

1525 S WINGFIELD DR



Legend

- Poles
- V Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- Risers
- Address
- Grids
- Anchor
- Sidewalk

All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



3270
E MOORES
PIKE

3272
E MOORES
PIKE

3505 E
EDWARD CT

3507 E
EDWARD CT

3509 E
EDWARD CT

3504 E
EDWARD CT

3506 E
EDWARD CT

3508 E
EDWARD CT

3510 E
EDWARD CT

Flowerpot

Flowerpot

Flowerpot

79'

44'

48'

113'

122'












27'

97'

E Edward CT

S Crandall CT

Legend

-  Poles
-  Vaults
-  Overhead Strand
-  Conduit
-  Bloomington_Parcels
-  Risers
-  Address
- 
-  Anchor
-  Sidewalk
-  Grids

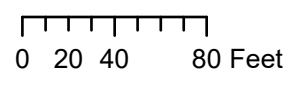
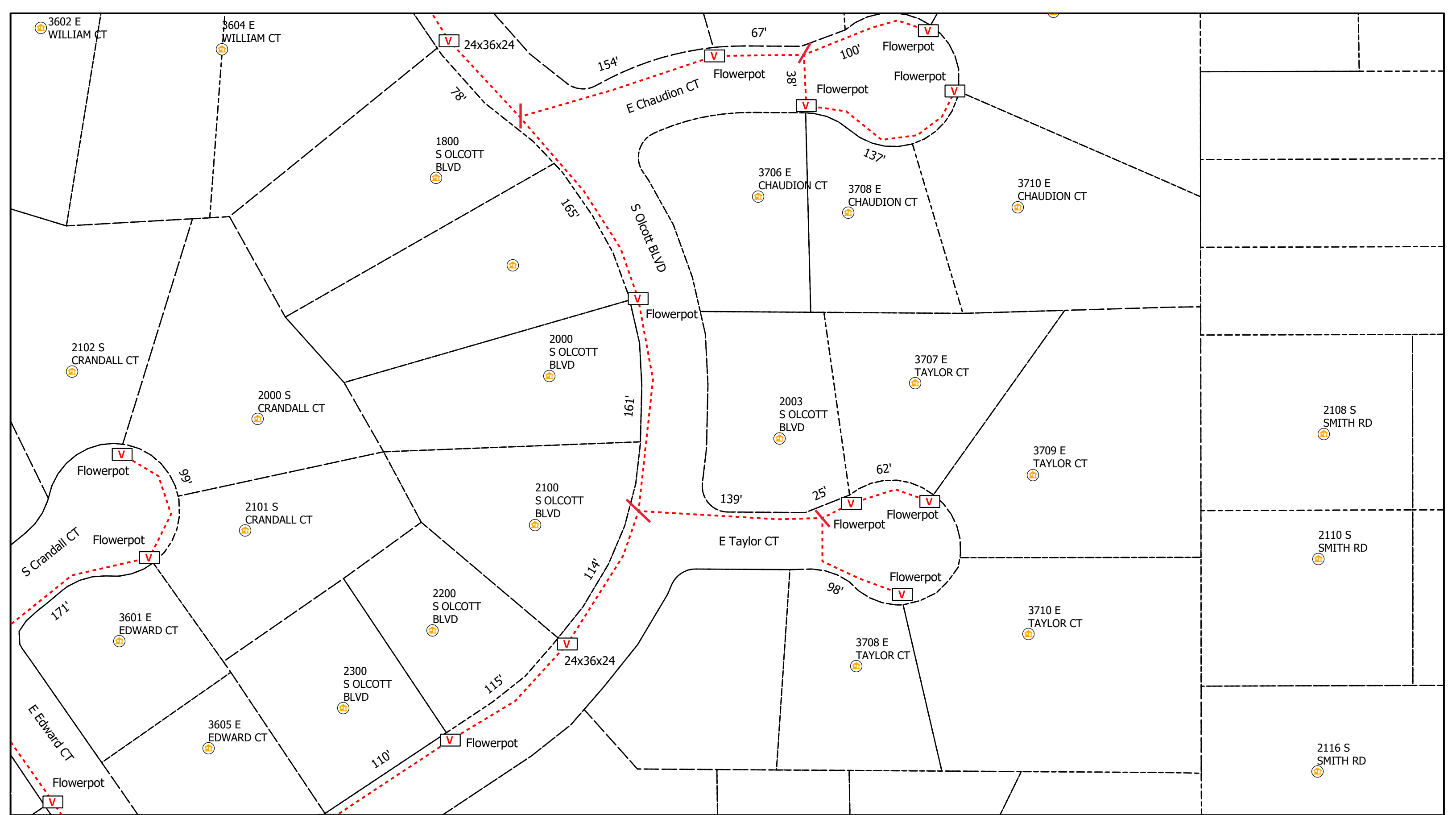
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- Vaults
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- Conduit
- Bloomington_Parcels
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- Address
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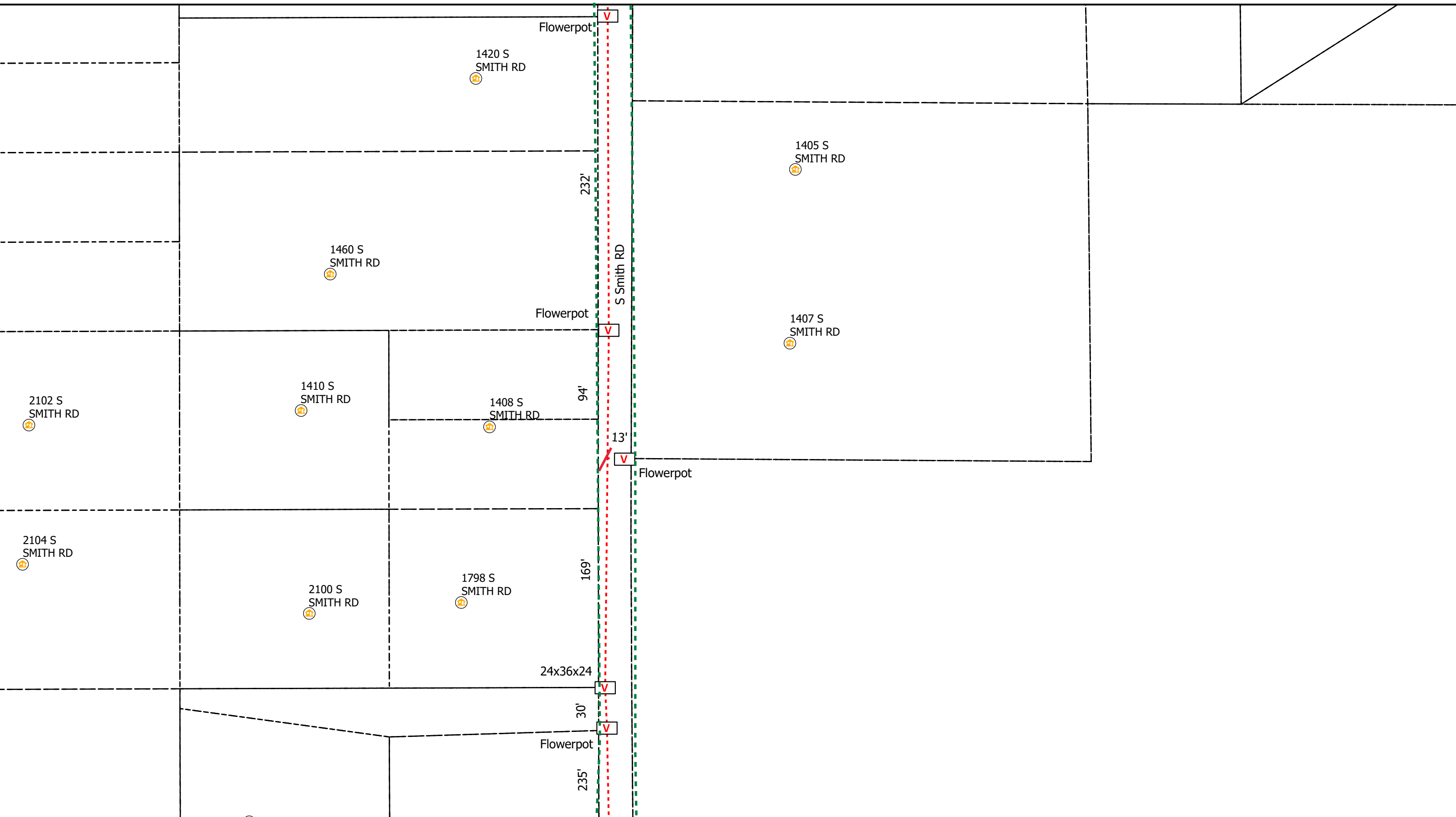
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- V Vaults
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- - - Conduit
- Bloomington_Parcels
- Risers
- Ⓜ Address
- - - Grids
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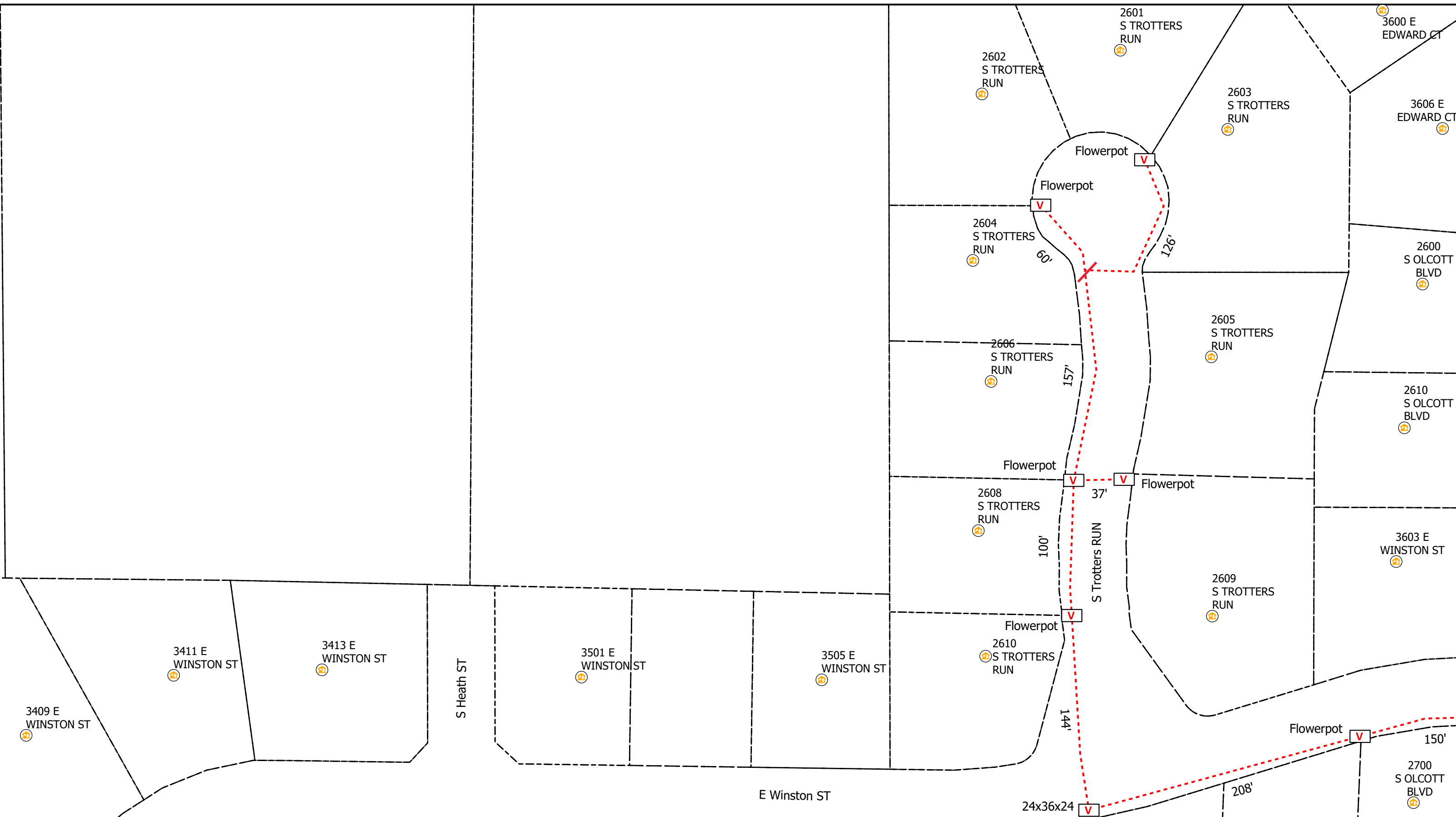
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





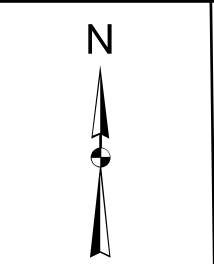
AEG

0 20 40 80 Feet

Legend

- Poles
- Ⓜ Vaults
- Overhead Strand
- - - Conduit
- ⌚ Bloomington_Parcels
- ⊗ Risers
- Ⓜ Address
- - - Grids
- Y Anchor
- ⬅ Sidewalk

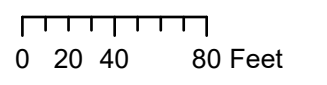
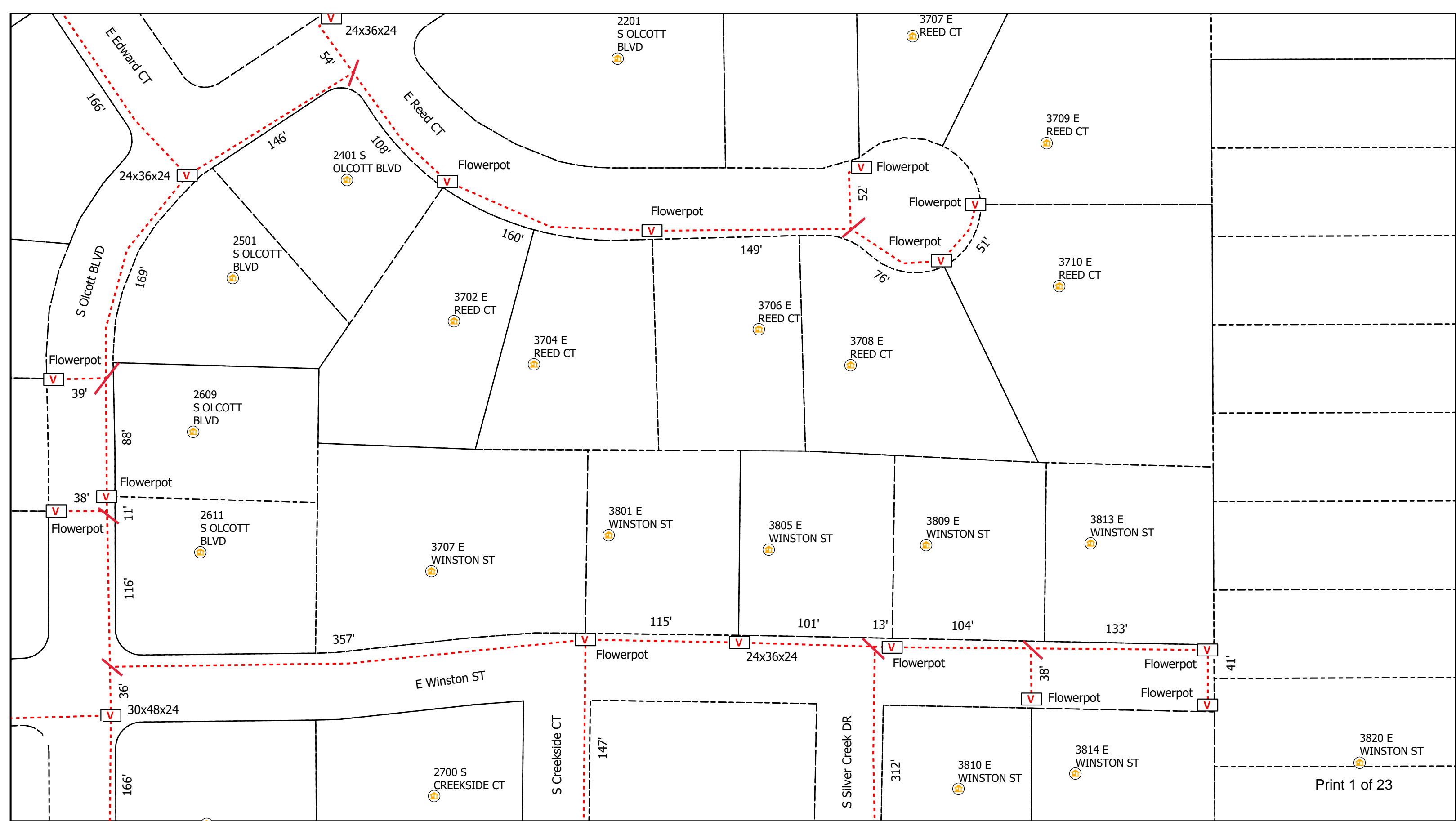
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION

Print 11 of 23



Legend

- Poles
- Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- Risers
- Address
- Grids
- Anchor
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- Grids

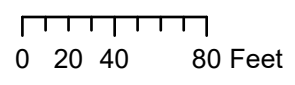
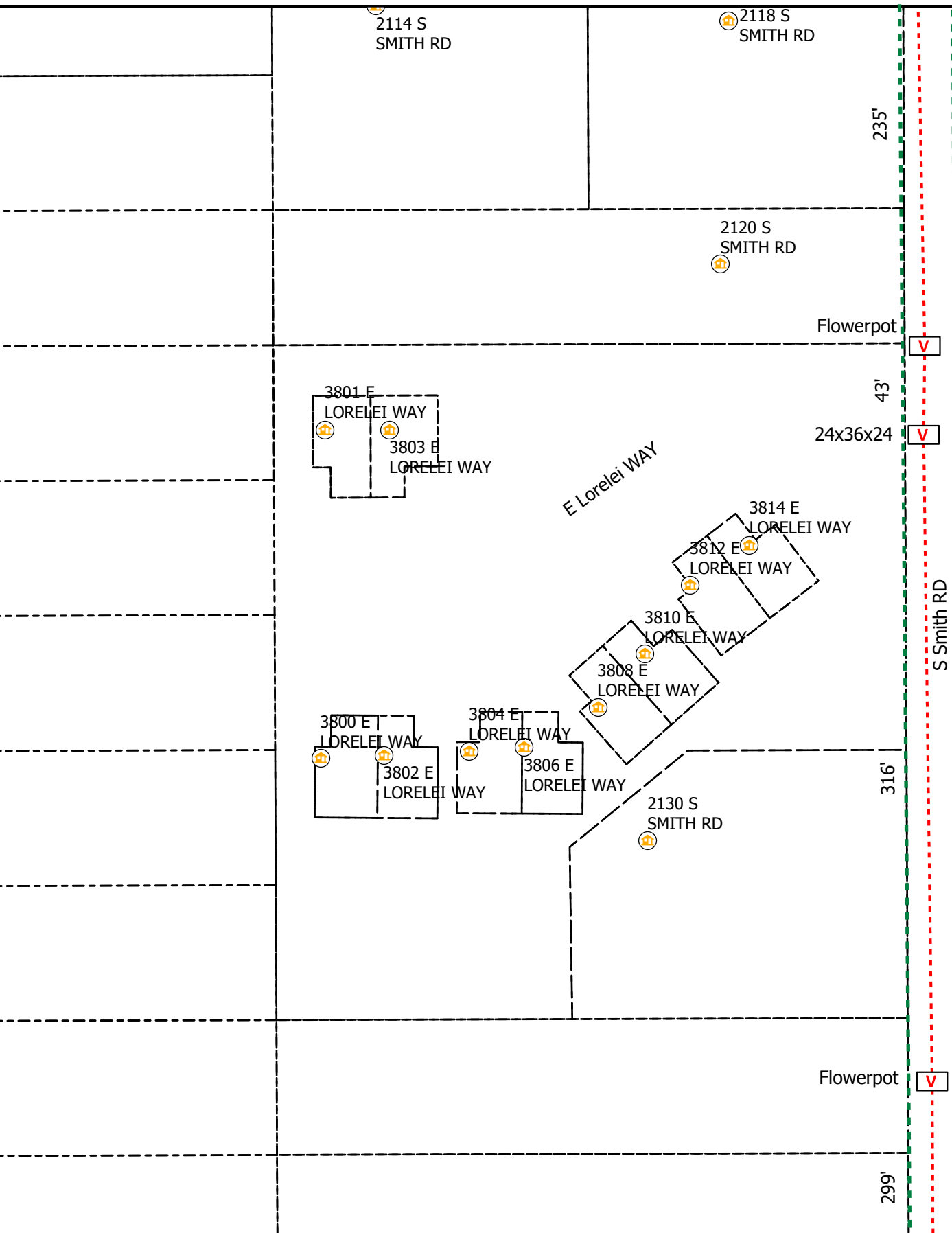
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- Vaults
- Overhead Strand
- Conduit
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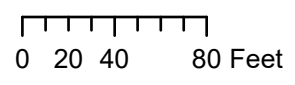
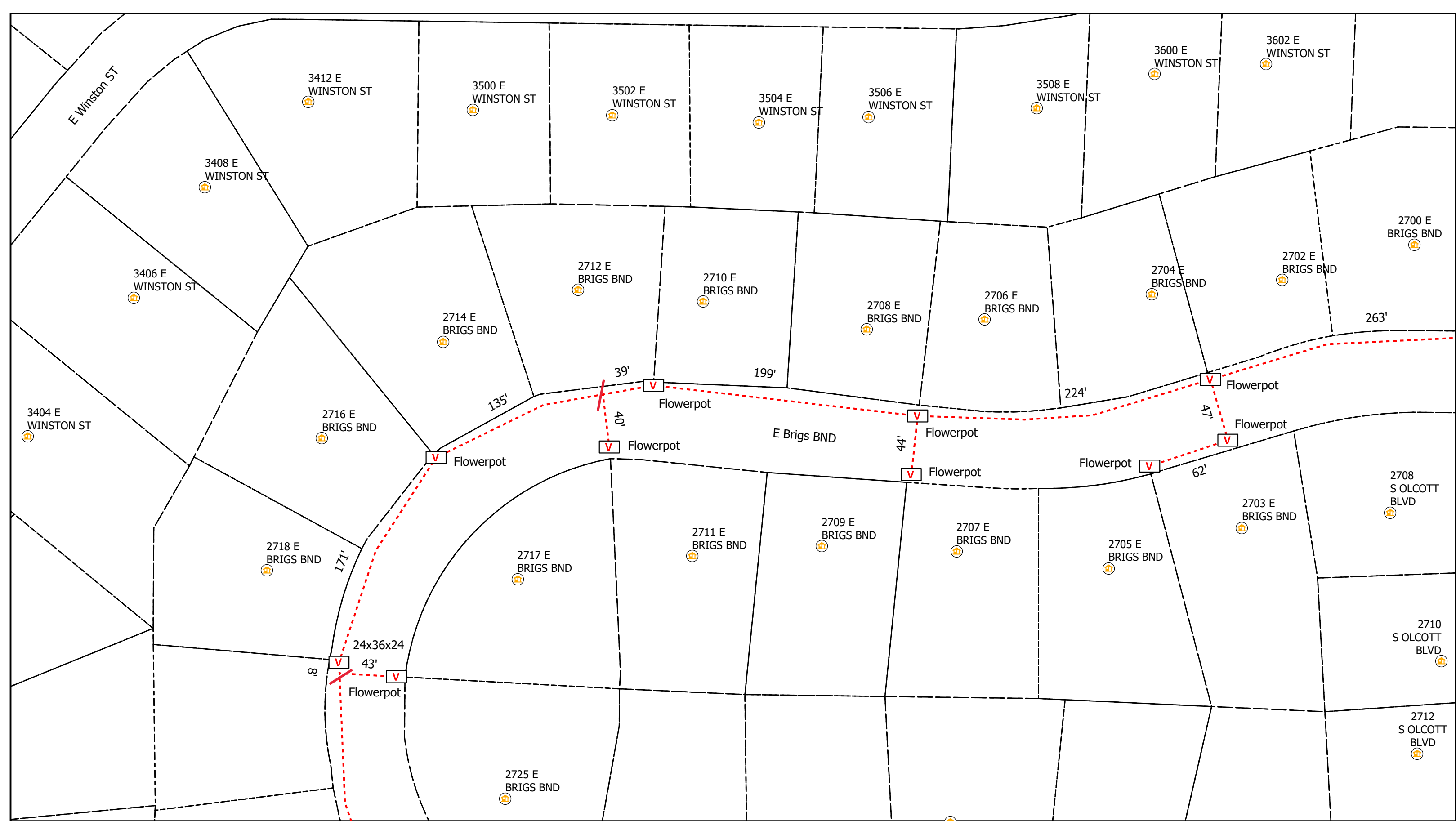
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- Vaults
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- Bloomington_Parcels
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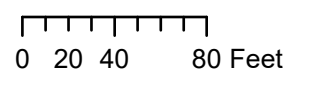
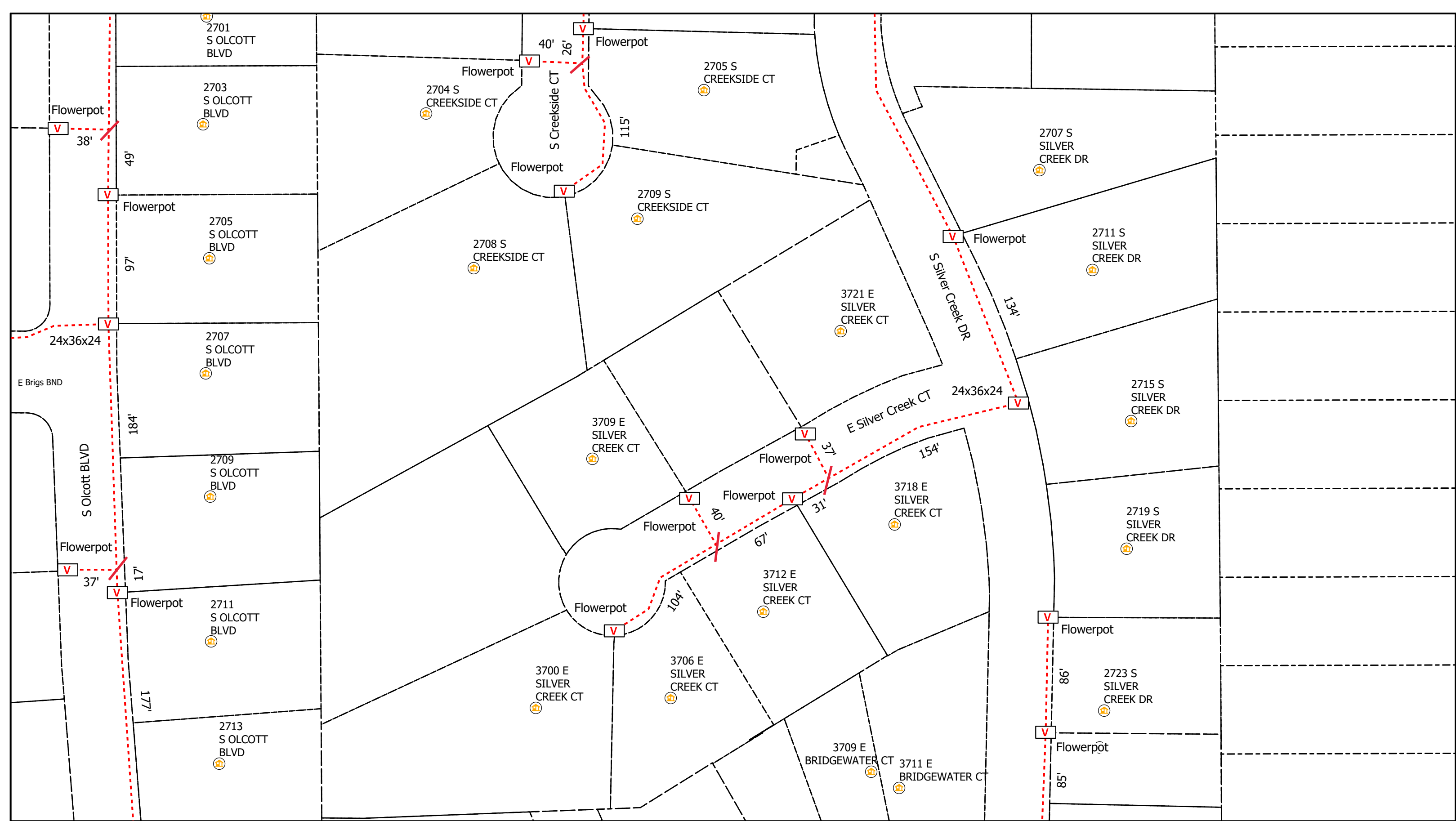
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- Risers
- Address
- Grids
- Anchor
- Sidewalk
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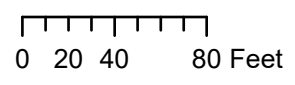
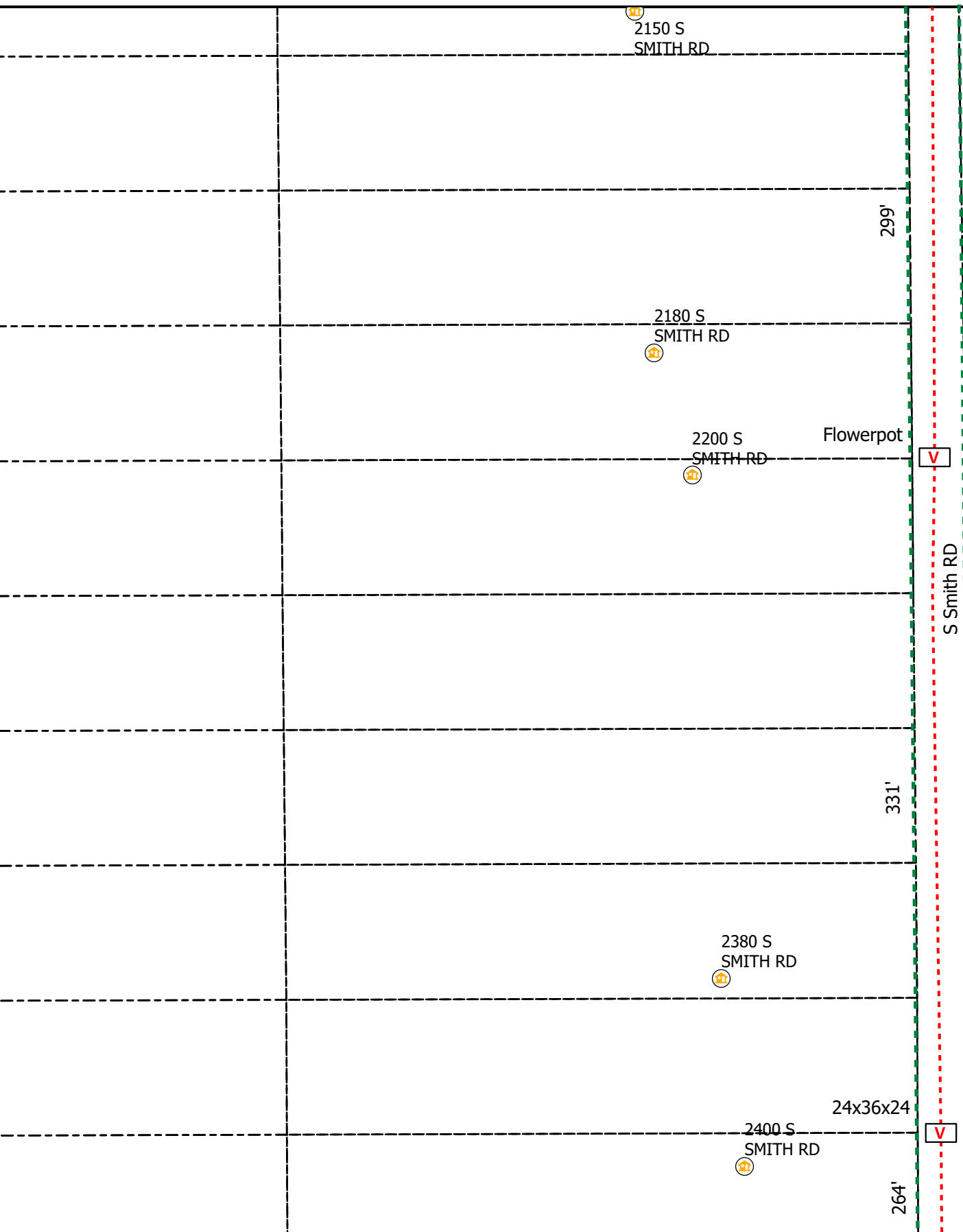
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- V Vaults
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- Conduit
- Bloomington_Parcels
- Risers
- Ⓜ Address
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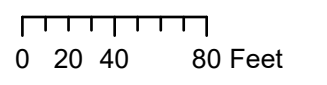
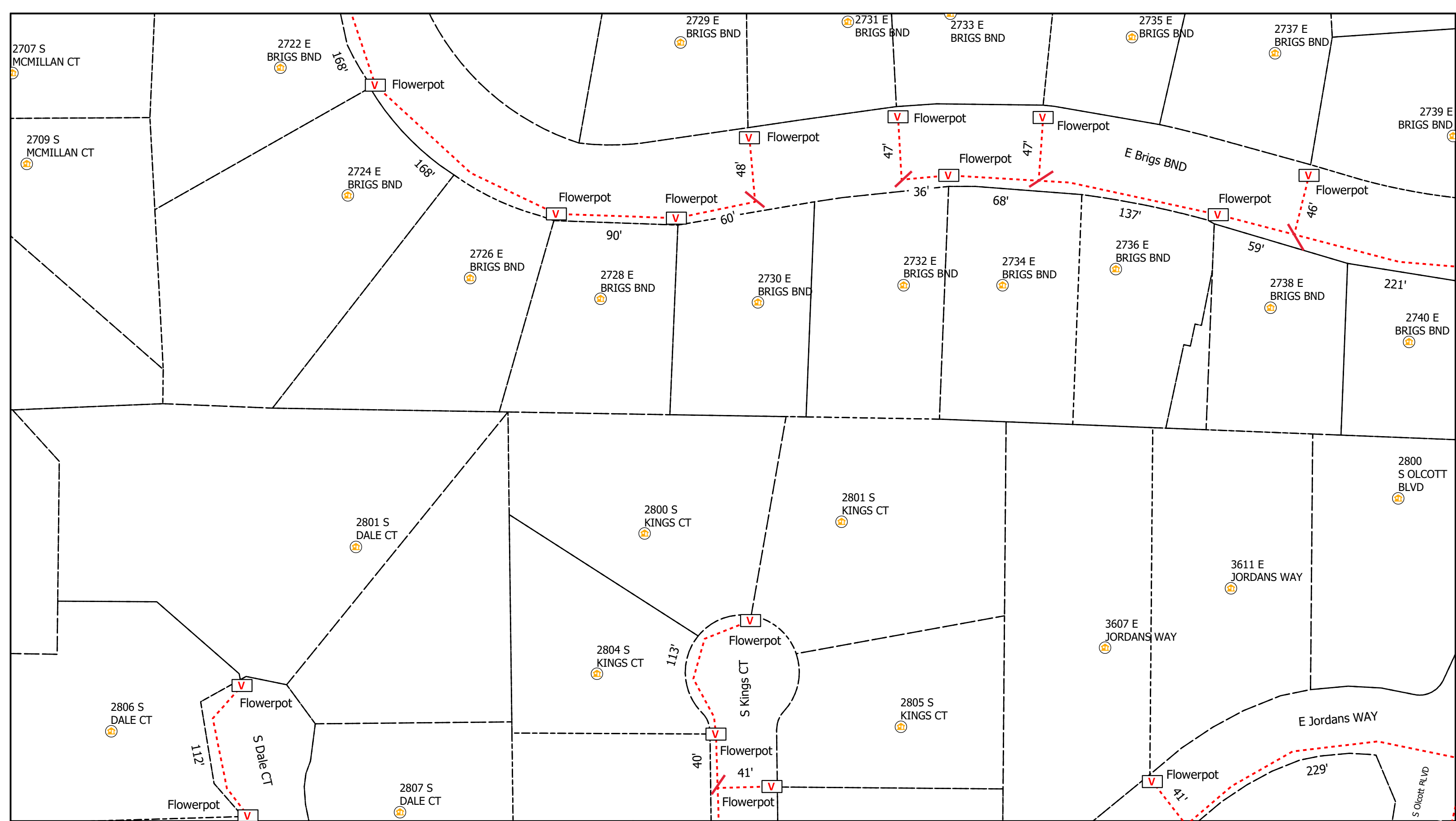
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- V Vaults
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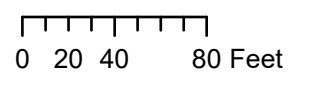
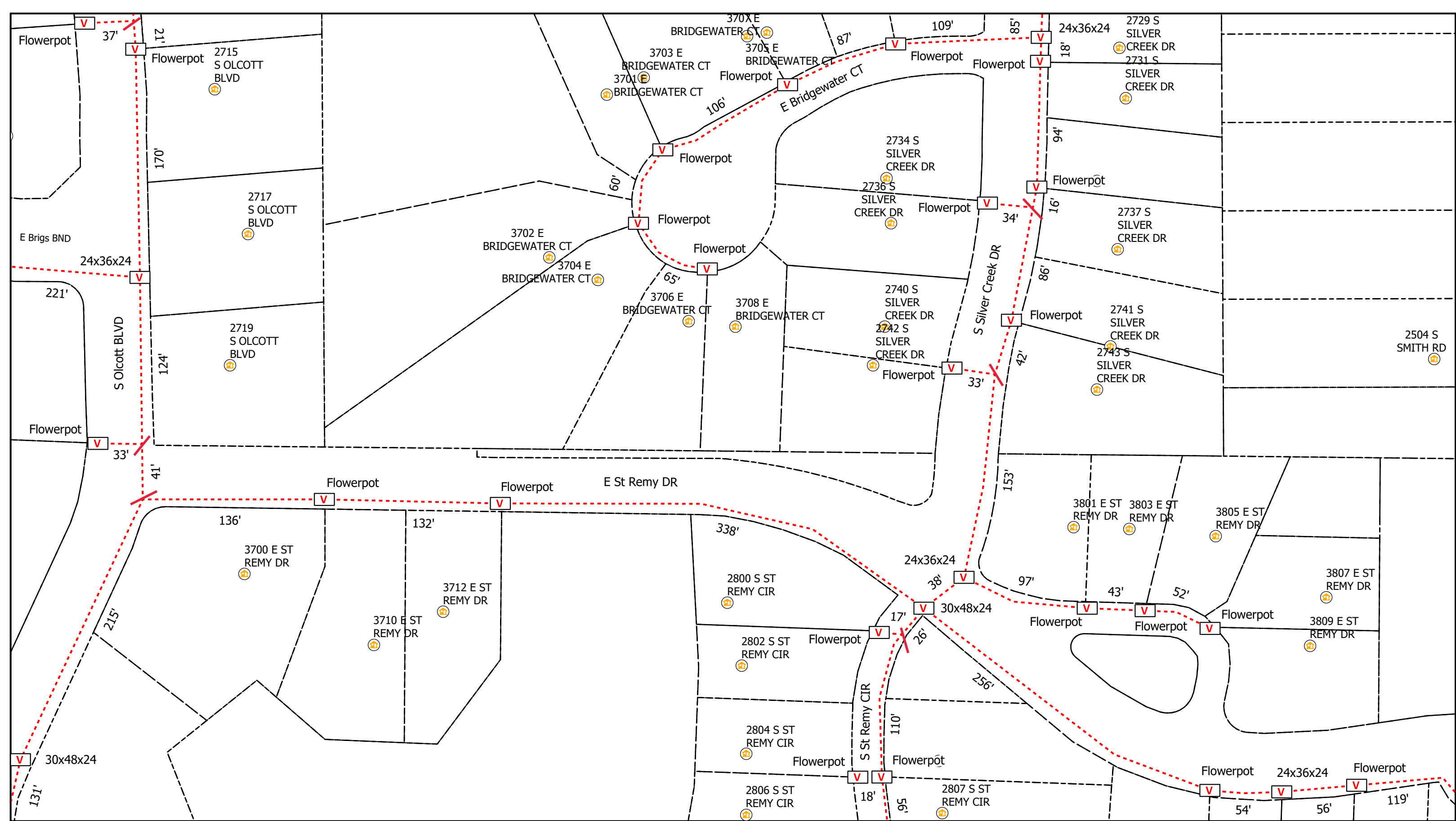
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- V Vaults
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- Risers
- Ⓜ Address
- Grids
- Y Anchor
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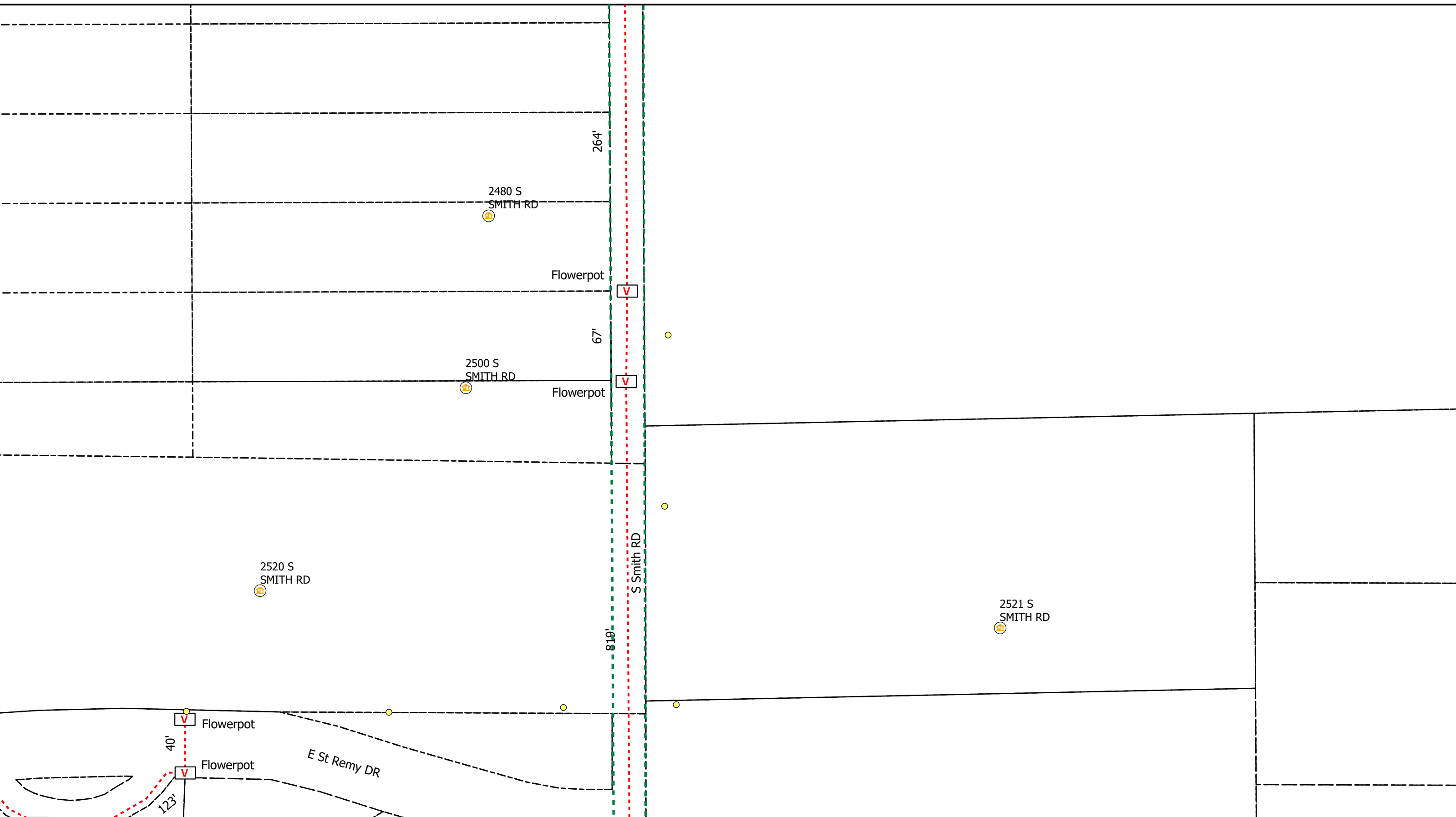
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION

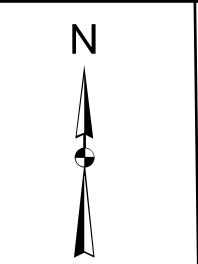




Legend

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- ⊕ Risers
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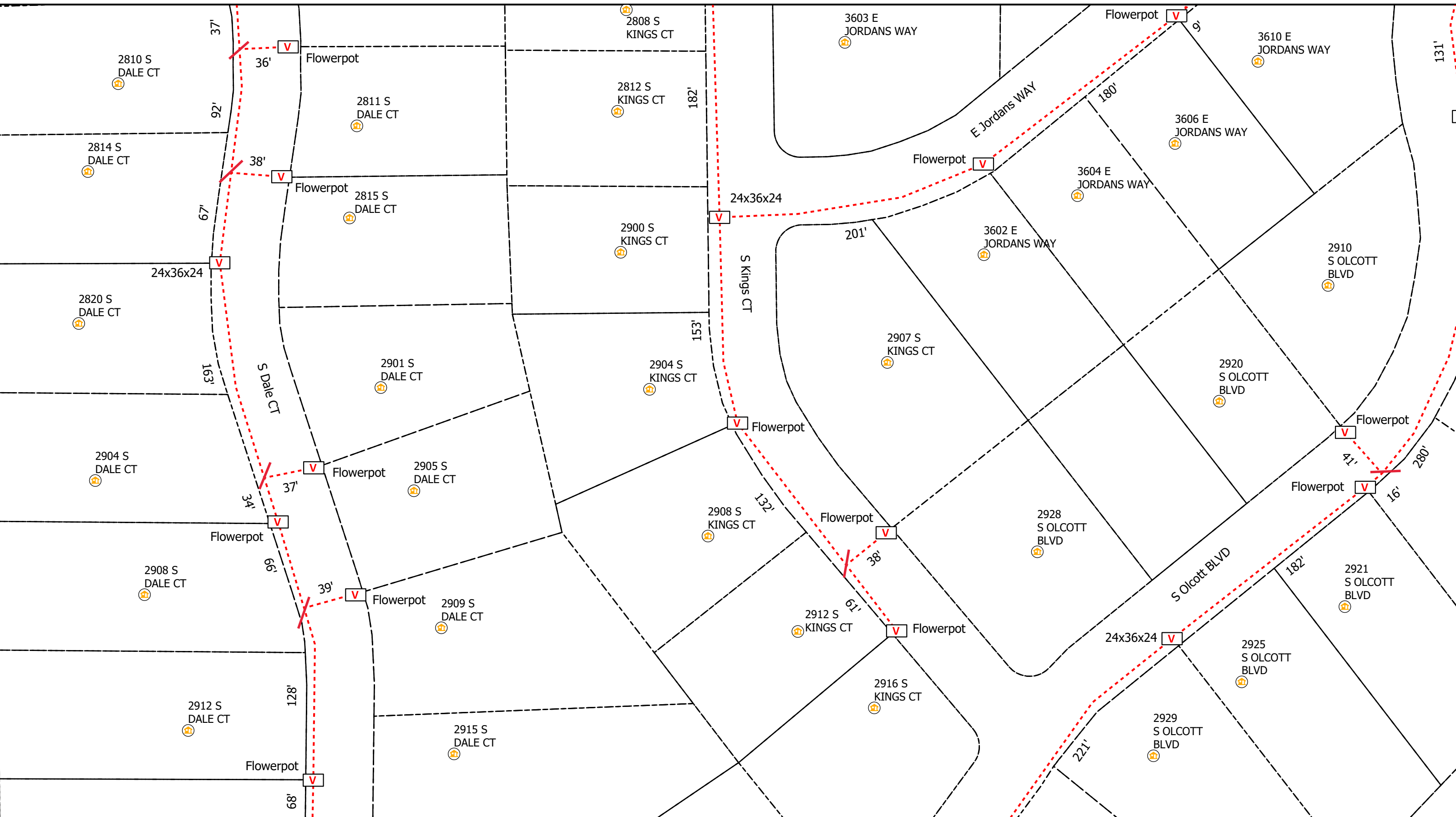
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION

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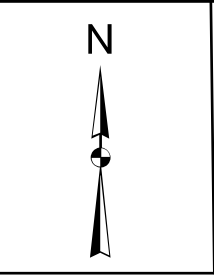


0 20 40 80 Feet

Legend

- Poles
- V Vaults
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- - - Conduit
- Bloomington_Parcels
- Risers
- 🏠 Address
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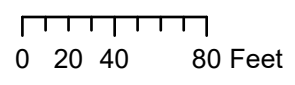
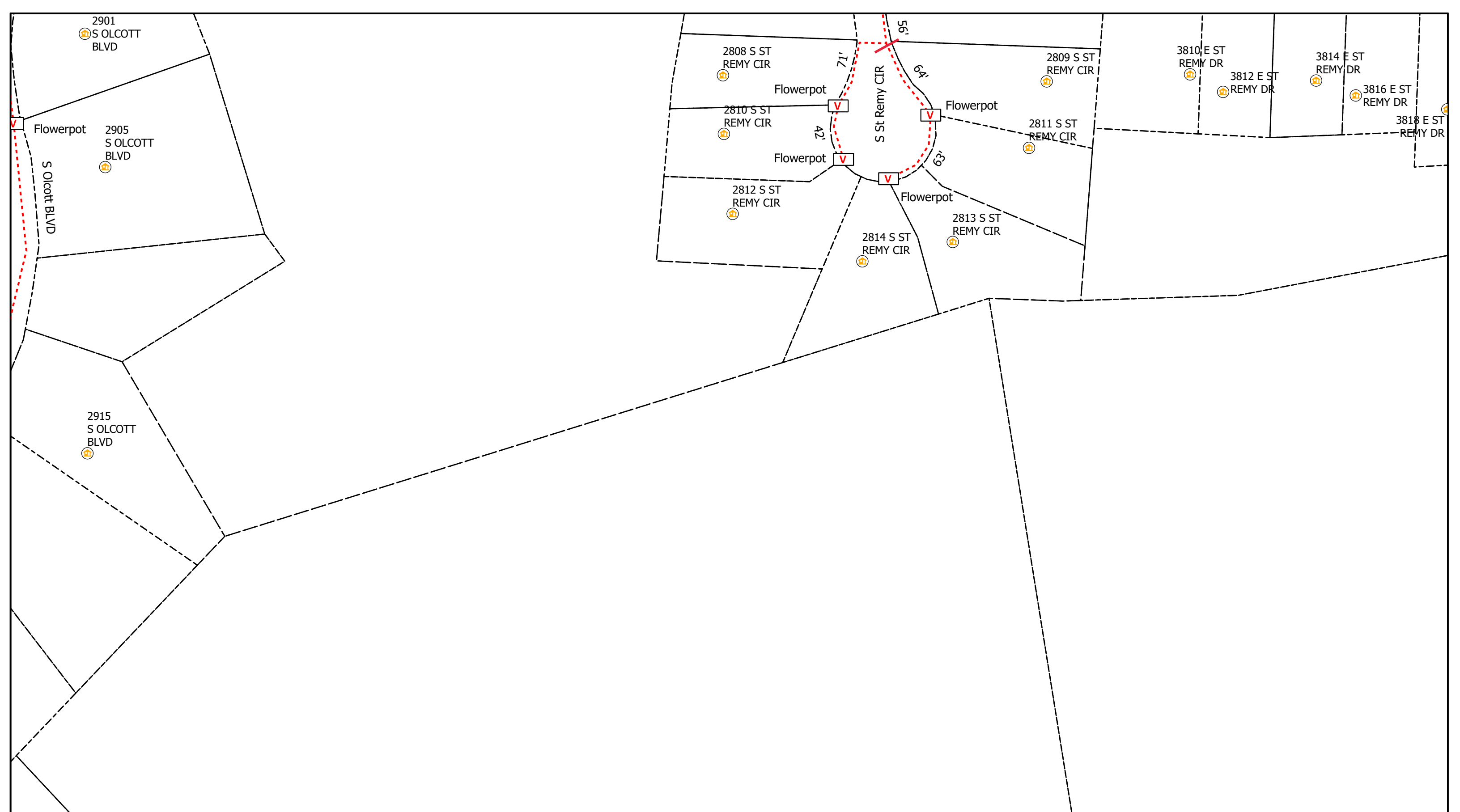
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

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Legend

- Poles
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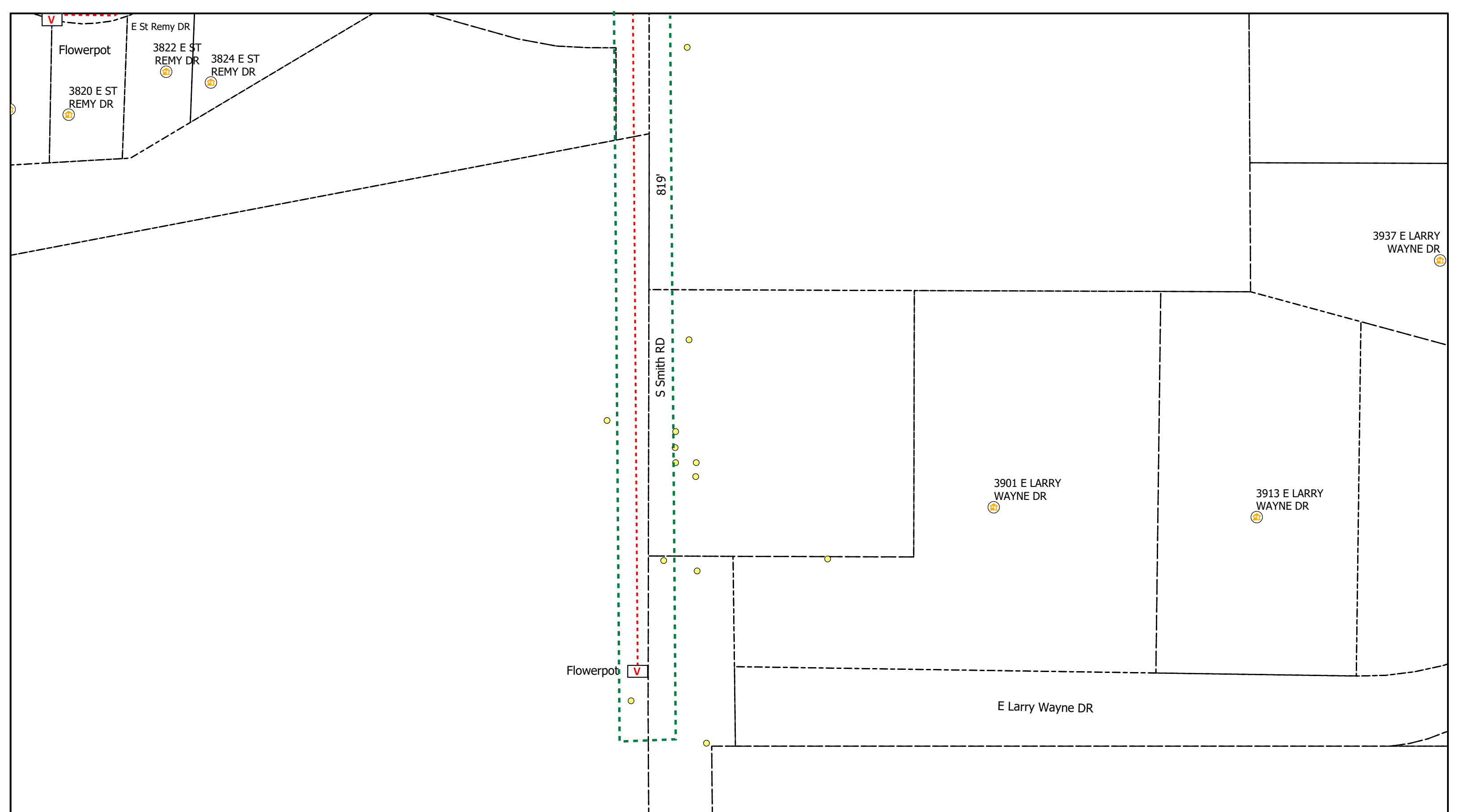
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





0 20 40 80 Feet

Legend

- Poles
- Risers
- Address
- Grids
- Vaults
- Bloomington_Parcels
- Overhead Strand
- Conduit
- Anchor
- Sidewalk

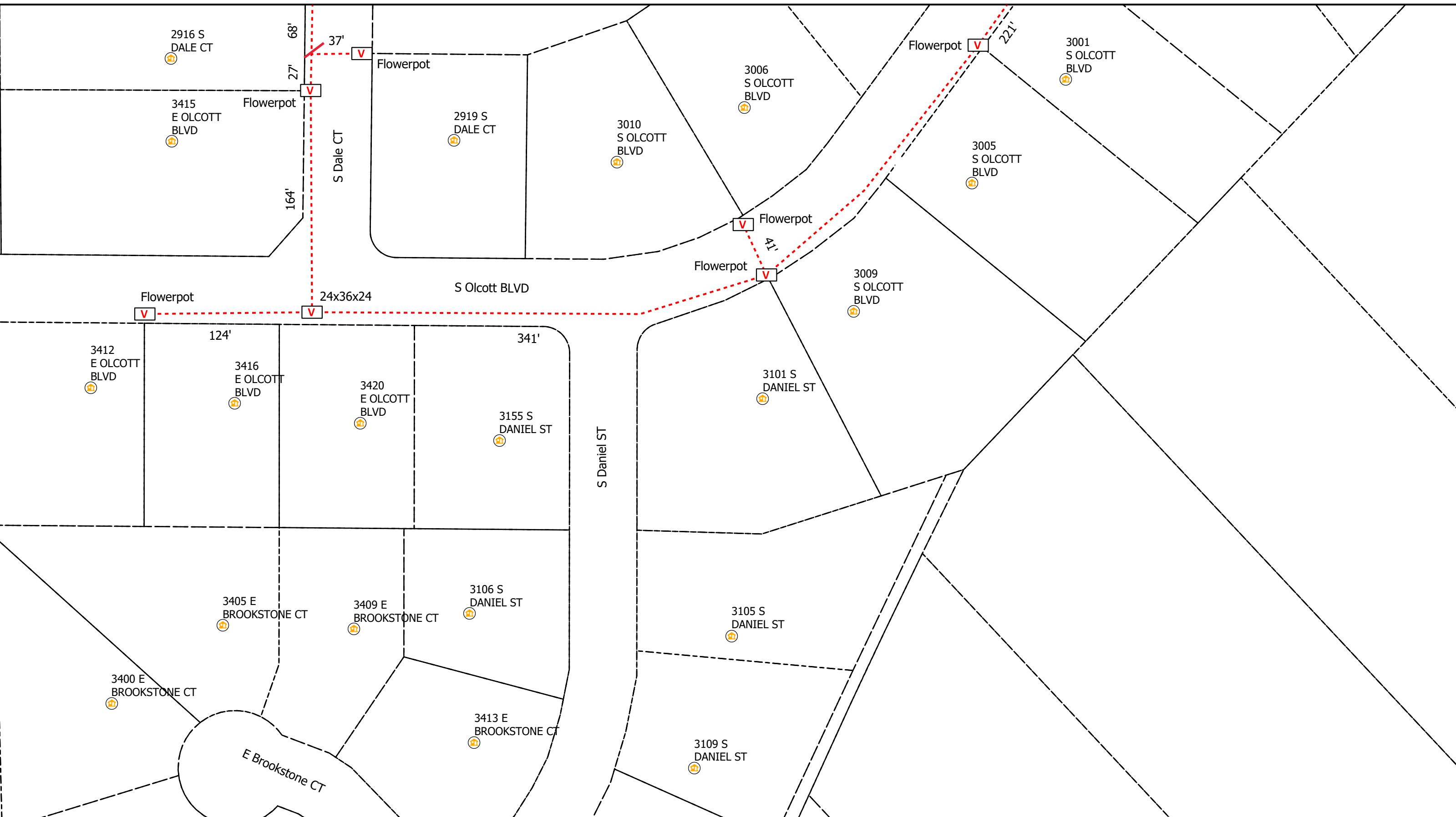
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

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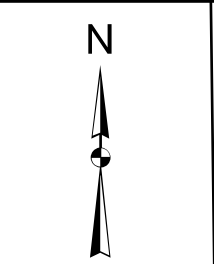


0 20 40 80 Feet

Legend

- Poles
- Ⓥ Vaults
- Overhead Strand
- ⋯ Conduit
- ⬜ Bloomington_Parcels
- ⊕ Risers
- 🏠 Address
- ⋯ Grids
- ⌋ Anchor
- ⌋ Sidewalk
- ⬜ Grids

All Flowerpots 12" DIA

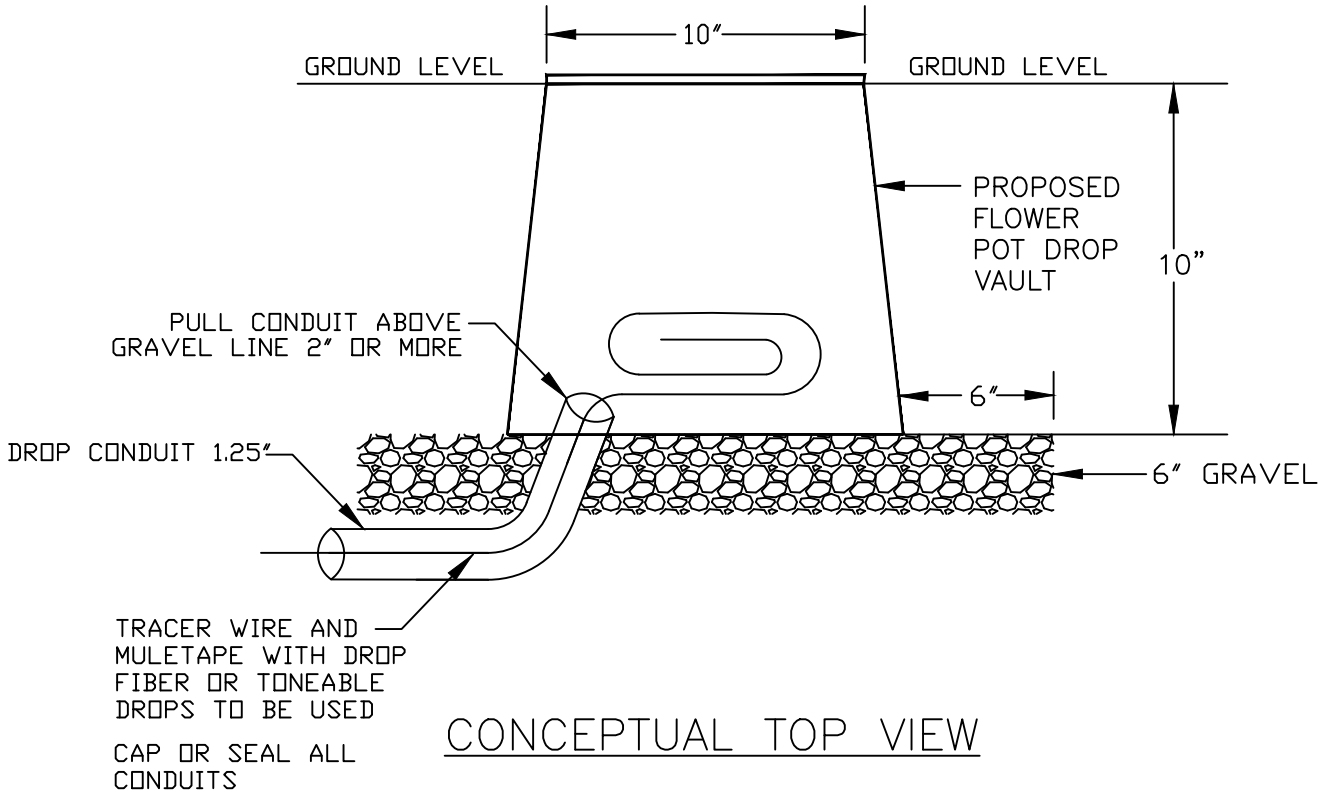


City of Bloomington, IN Permit:
Design View

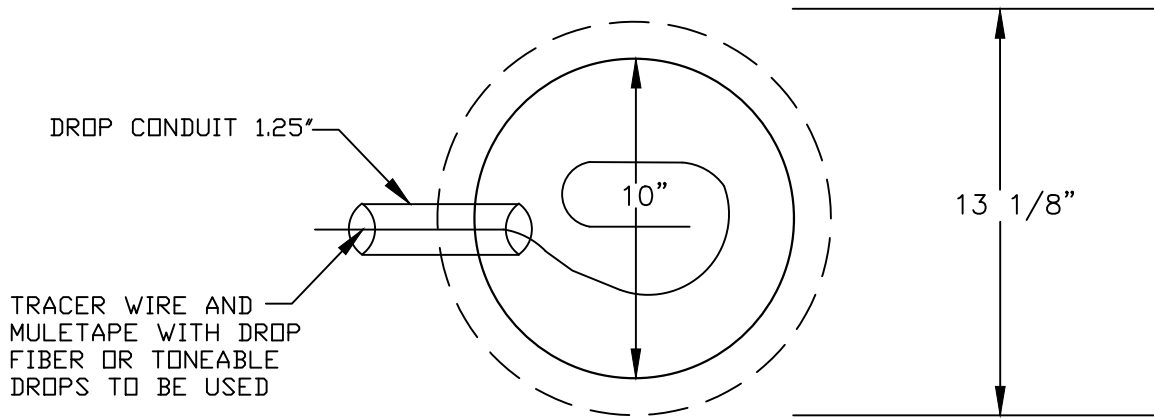
INI	BY	DATE	DESCRIPTION

Print 23 of 23

CONCEPTUAL SIDE VIEW



CONCEPTUAL TOP VIEW

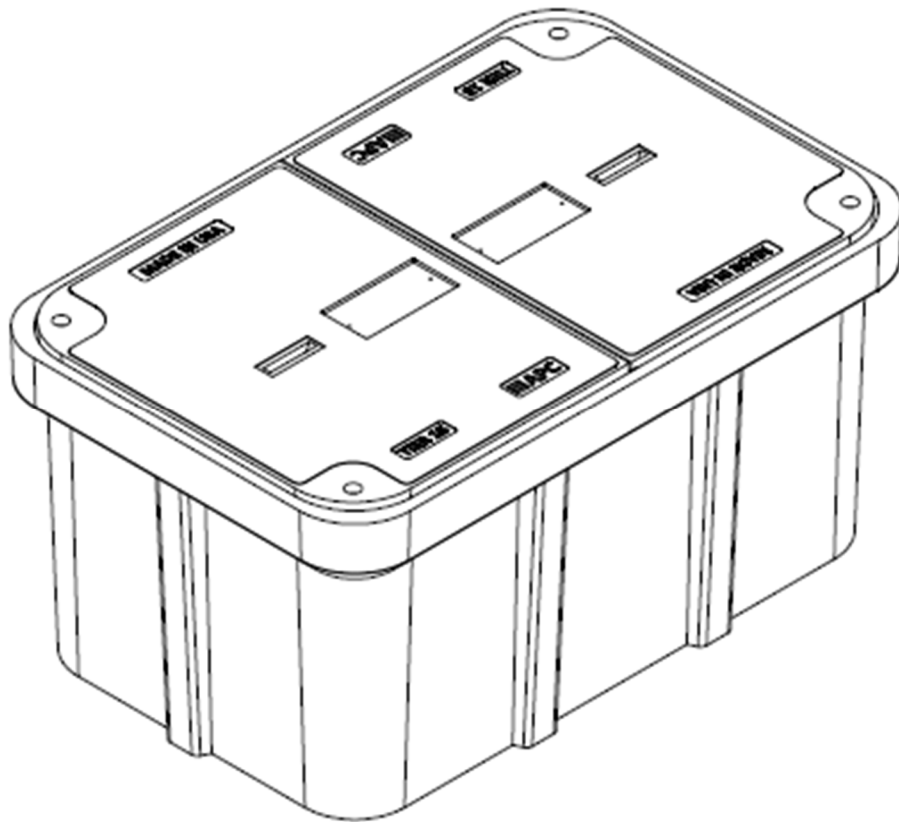


FLOWER POT

30"x48" PC UNIT, 2PC TIER 15/22
 18", 24", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit – TIER 15	30"x48"x18"	Tier 15	P304818HU15...	460 lbs.
PC Unit – TIER 22	30"x48"x18"	Tier 22	P304818HU22...	525 lbs.
PC Unit – TIER 15	30"x48"x24"	Tier 15	P304824HU15...	510 lbs.
PC Unit – TIER 22	30"x48"x24"	Tier 22	P304824HU22...	575 lbs.
PC Unit – TIER 15	30"x48"x36"	Tier 15	P304836HU15...	615 lbs.
PC Unit – TIER 22	30"x48"x36"	Tier 22	P304836HU22...	680 lbs.

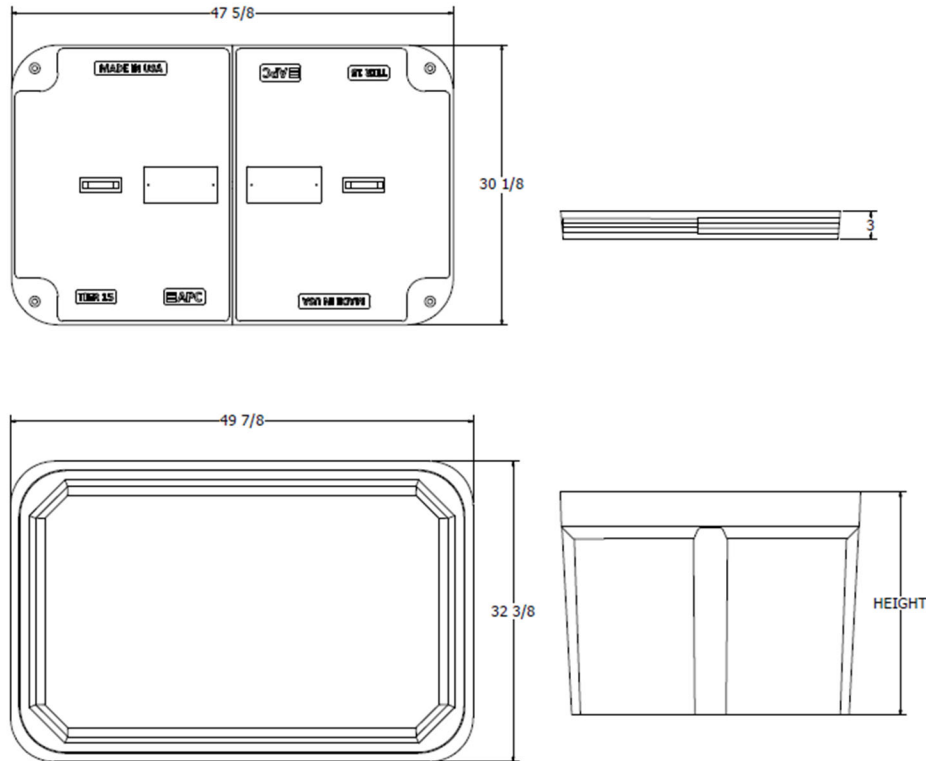


30"x48" PC UNIT, 2PC TIER 15/22

18", 24", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	30"x48"x18"	Tier 22	P304818B22	185 lbs.
Replacement Box	30"x48"x24"	Tier 22	P304824B22	235 lbs.
Replacement Box	30"x48"x36"	Tier 22	P304836B22	340 lbs.
Replacement Lids - T15	30"x48" (half)	Tier 15	Various	150 lbs.
Replacement Lids - T22	30"x48" (half)	Tier 22	Various	170 lbs.

Bolt options



Machine Thread



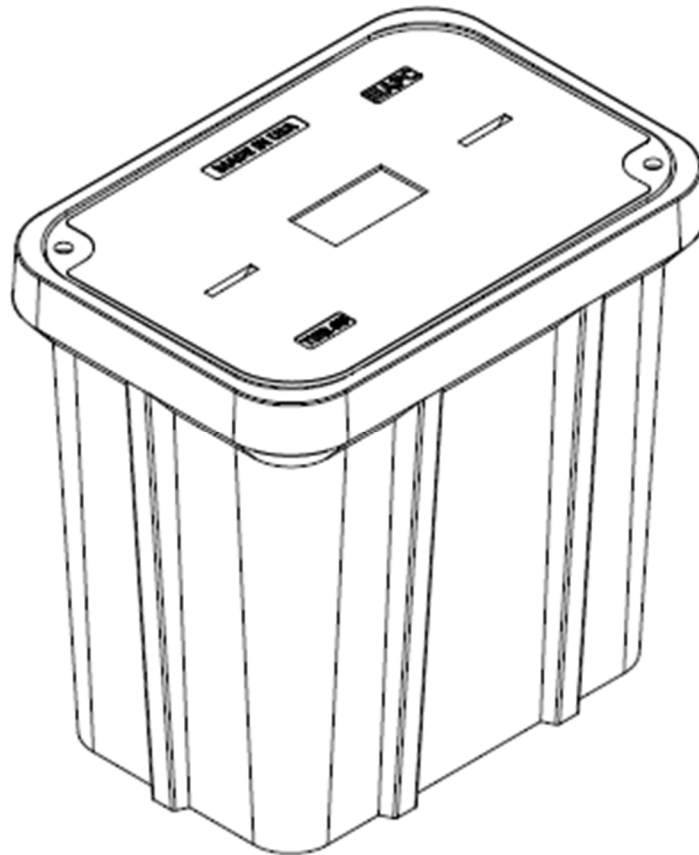
Auger Thread



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



AMERICAN POLYMER COMPANY



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

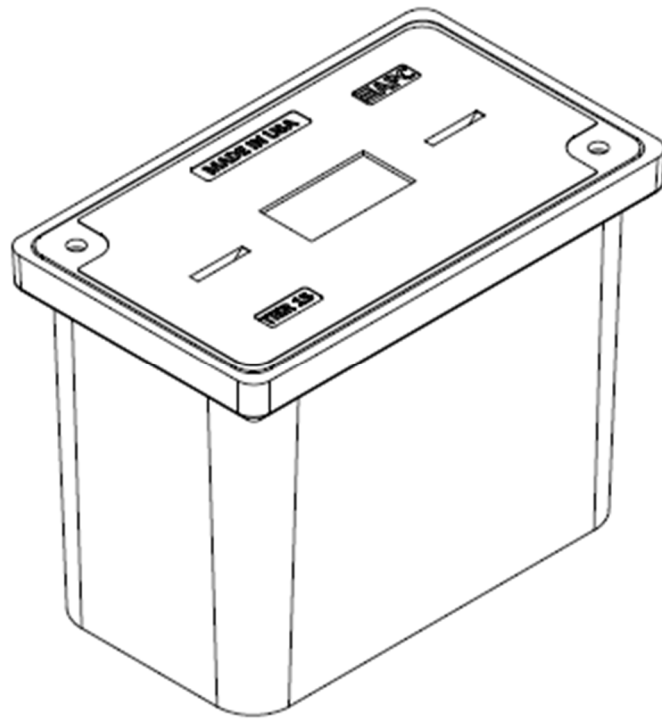


17"x30" PC UNIT, TIER 15/22

12", 18", 24", and 30" HEIGHT



AMERICAN POLYMER COMPANY



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

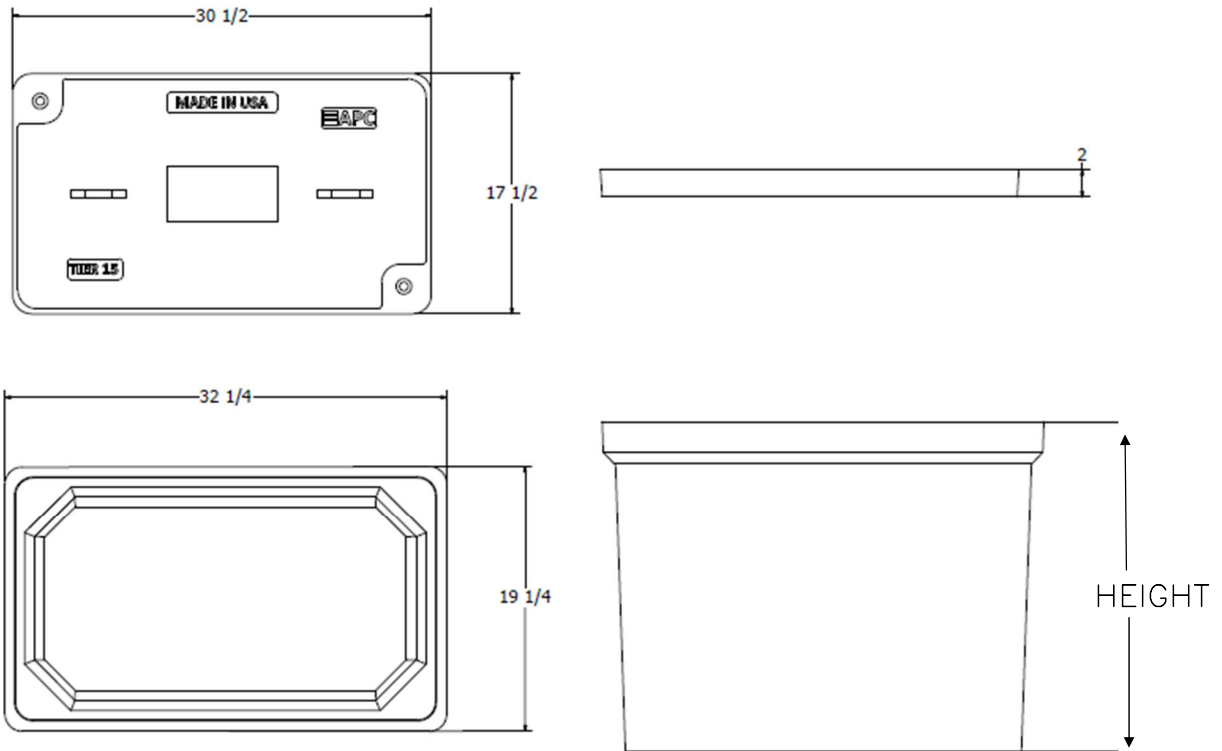


17"x30" PC UNIT, TIER 15/22

12", 18", 24", and 30" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	17"x30"X12"	Tier 22	P173012B22	66 lbs.
Replacement Box	17"x30"X18"	Tier 22	P173018B22	100 lbs.
Replacement Box	17"x30"X24"	Tier 22	P173024B22	120 lbs.
Replacement Box	17"x30"X30"	Tier 22	P173030B22	145 lbs.
Replacement Lids – T15	17"x30"	Tier 15	Various	72 lbs.
Replacement Lids – T22	17"x30"	Tier 22	Various	81 lbs.

Bolt options



Machine Thread



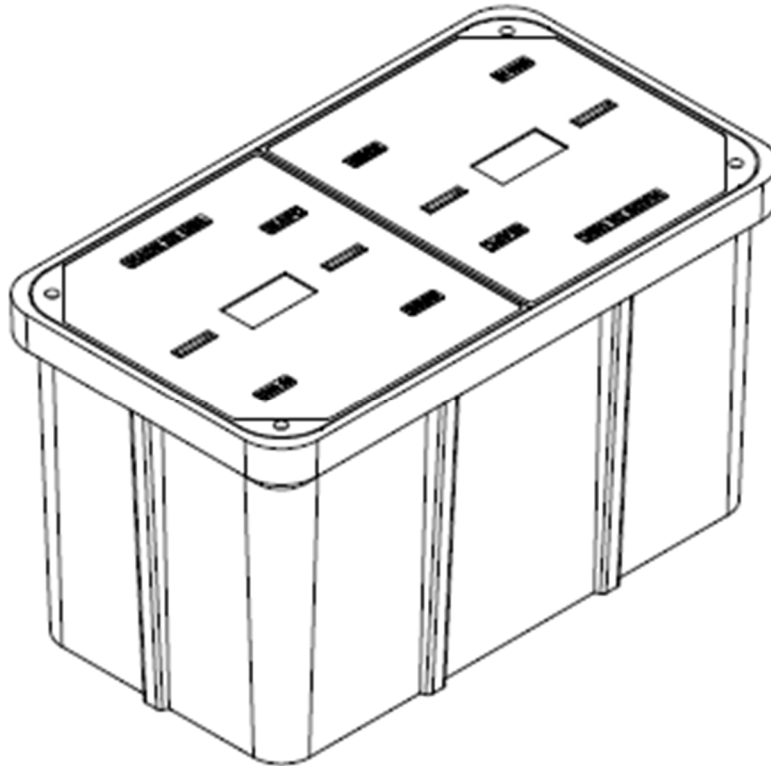
Auger Thread



33"x60" PC UNIT, 2PC TIER 15/22
36" HEIGHT



AMERICAN POLYMER COMPANY



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

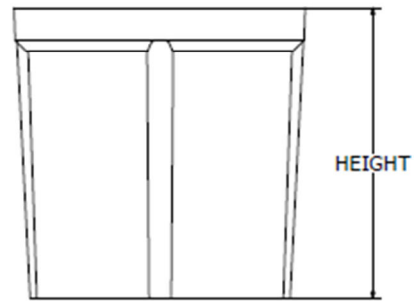
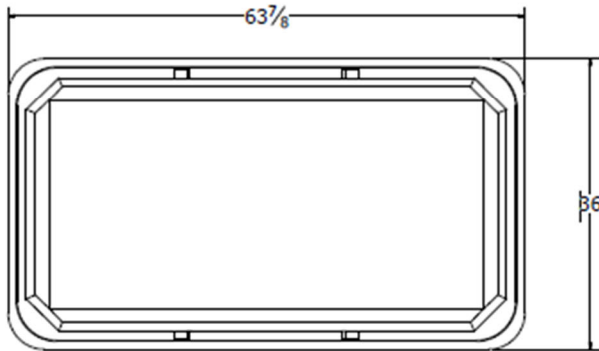
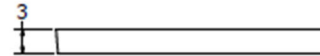
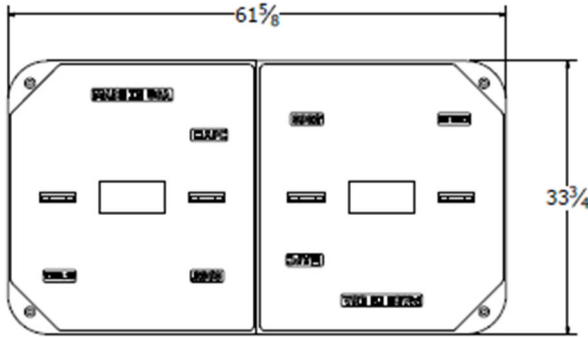


33"x60" PC UNIT, 2PC TIER 15/22

36" HEIGHT



AMERICAN POLYMER COMPANY



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

Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread



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

APPROVED/ACCEPTED BY:
 ENGINEER, OWNER, or PRIME CONTRACTOR
 Check for Notice to Proceed.
BLC01a-F09_S Wingfield Dr TCP1

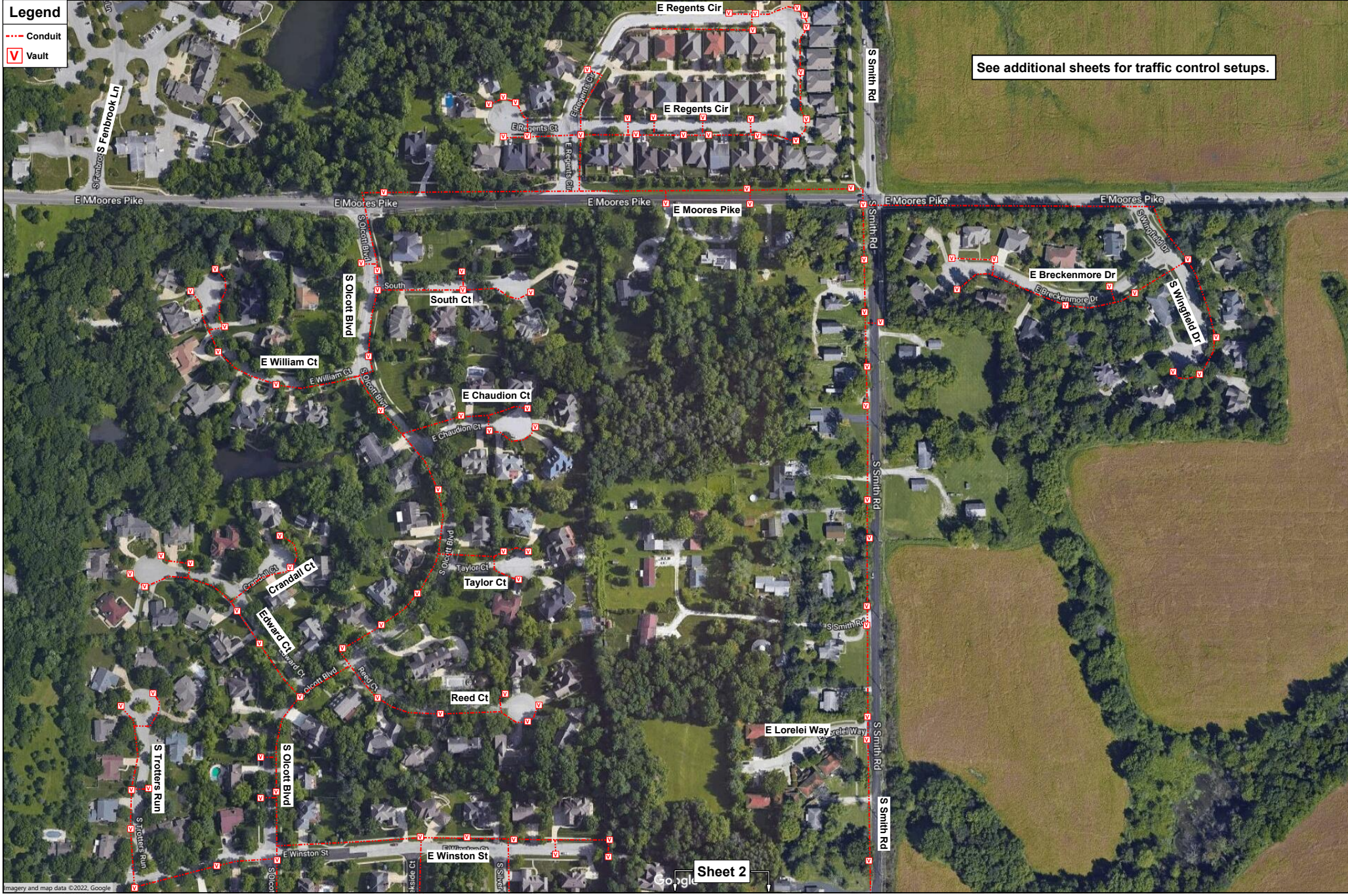
Signature: _____
 Company: _____



Date: 10/18/2022 Project: BLC01a-F09_S Wingfield Dr TCP :
 : Traffic Control Suggestion For: AEG :
 By: Road Runner Safety Services, Inc. : Nathan

Comments:
 Drawing not to scale. Traffic control plan must be approved by an engineer. This is a suggestion only. Road Runners Safety Services, Inc. has no liability for this suggested traffic control plan. Actual placement and spacing of all traffic control devices will depend on field conditions and must conform to MUTCD standards.

- Legend**
- - - - Conduit
 - V Vault



See additional sheets for traffic control setups.

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

APPROVED/ACCEPTED BY:
ENGINEER, OWNER, or PRIME CONTRACTOR
 Check for Notice to Proceed.
BLC01a-F09_S Wingfield Dr TCP2

Signature: _____

Company: _____

Road Runner
Safety Services, Inc.

Date: 10/18/2022 Project: BLC01a-F09_S Wingfield Dr TCP :
: Traffic Control Suggestion For: AEG :
By: Road Runner Safety Services, Inc. : Nathan

Comments:
Drawing not to scale. Traffic control plan must be approved by an engineer. This is a suggestion only. Road Runners Safety Services, Inc. has no liability for this suggested traffic control plan. Actual placement and spacing of all traffic control devices will depend on field conditions and must conform to MUTCD standards.



Spacing Charts Based on MUTCD Must be Approved by an Engineer

Speed (MPH) Prior To Road Work	SIGN SPACING, FT.		BUFFER SPACE, FT.	TAPER LENGTH, FT.		CHANNELIZING SPACING, FT.	
	Non-Divided Highways	Divided Highways	Length	Shoulder (10 ft Width)	Lane (12 ft Width)	Through Taper	Through Buffer/Work Area
0-35	200	200	250	70	245	35	50
40-45	350	500	360	150	540	40	80
50-55	500	1000	495	185	660	50	100
60-70	SA-1000, SB-1500, SC-2640		730	235	840	60	120

Urban Low Speed - 100 FT

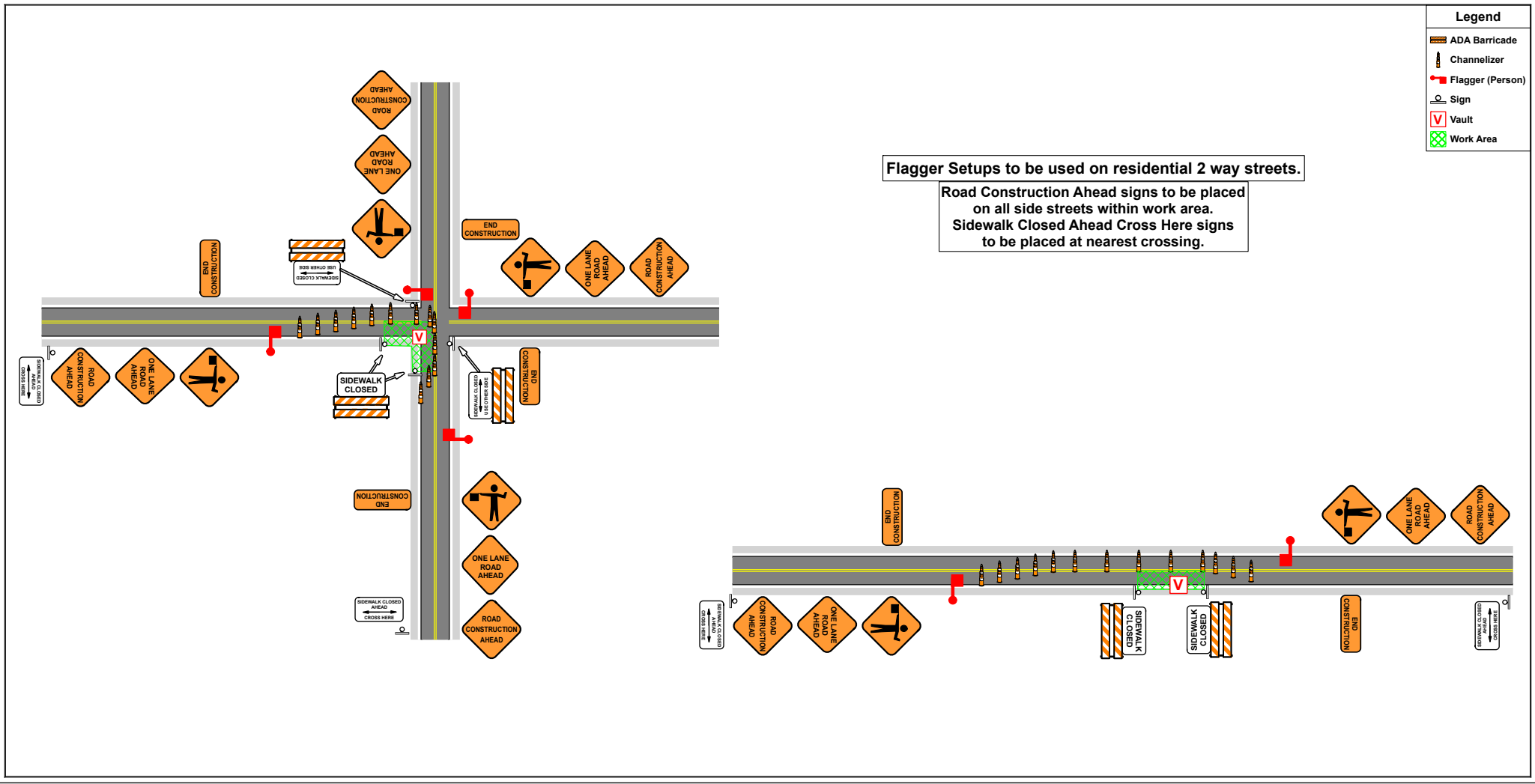
APPROVED/ACCEPTED BY:
ENGINEER, OWNER, or PRIME CONTRACTOR
 Check for Notice to Proceed.
BLC01a-F09_S Wingfield Dr TCP

Signature: _____
Company: _____

Road Runner
Safety Services, Inc.

Date: 10/18/2022 Project: BLC01a-F09_S Wingfield Dr TCP :
: Traffic Control Suggestion For: AEG :
By: Road Runner Safety Services, Inc. : Nathan

Comments:
Drawing not to scale. Traffic control plan must be approved by an engineer. This is a suggestion only. Road Runners Safety Services, Inc. has no liability for this suggested traffic control plan. Actual placement and spacing of all traffic control devices will depend on field conditions and must conform to MUTCD standards.






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

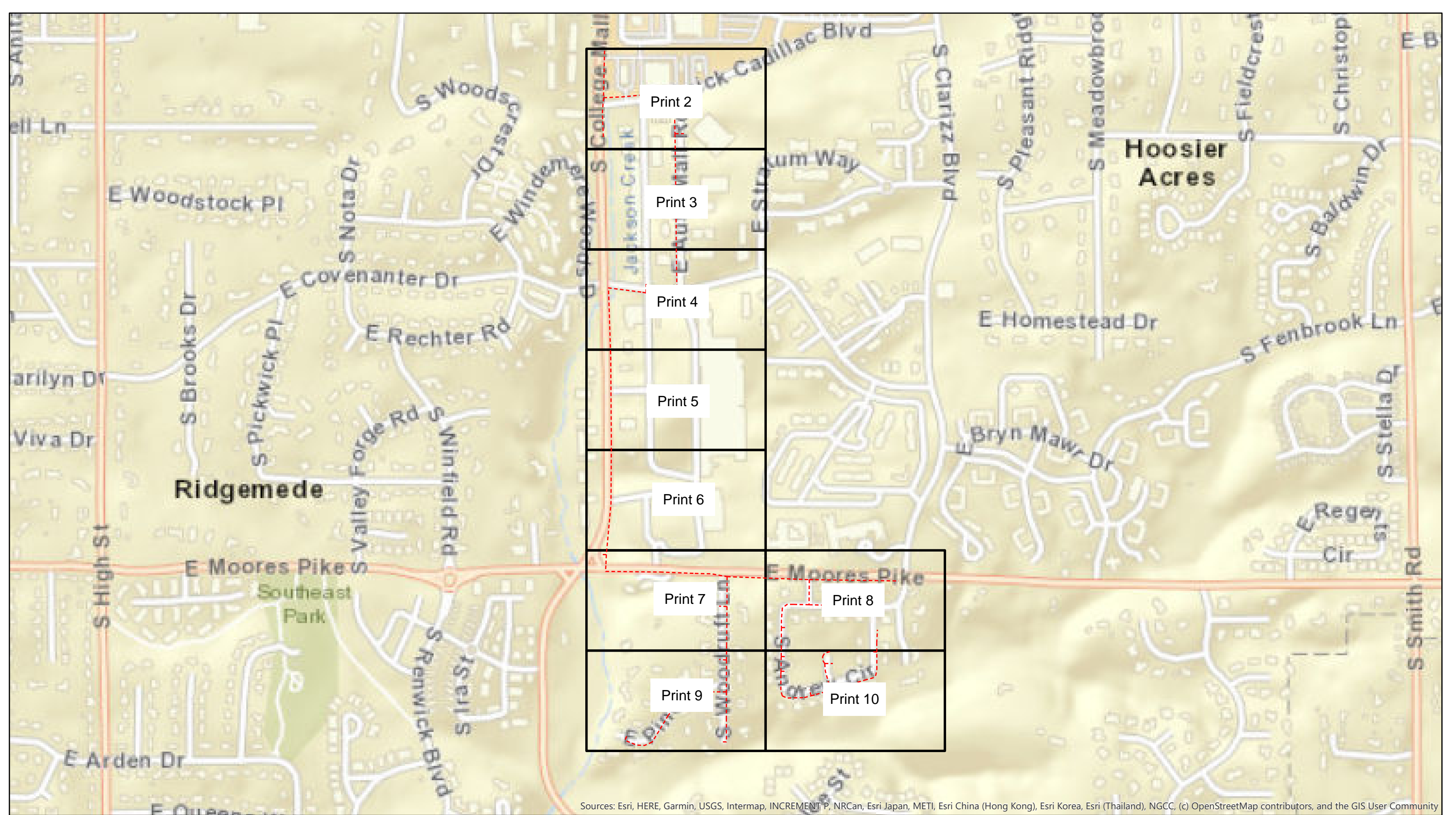
ADDRESS OF ROW ACTIVITY: S College Mall Rd

A. APPLICANT/AGENT INFORMATION:		D. TRAFFIC CONTROL DEVICES*:	
APPLICANT NAME: <u>Bret Simons</u>		<input checked="" type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD	
E-MAIL: <u>bret.simons@aeg.cc</u>		<input type="checkbox"/> LIGHTED BARRELS <input checked="" type="checkbox"/> TYPE 3 BARRICADES	
COMPANY: <u>Atlantic Engineering Group</u>		<input checked="" type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER	
ADDRESS: <u>P.O. Box 349</u>		*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED. See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet.	
CITY, STATE, ZIP: <u>Buford, GA 30515</u>			
24-HR EMERGENCY CONTACT NAME: _____		E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input type="checkbox"/> N	
24-HR CONTACT PHONE #: <u>(706)654-2298</u>		IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436	
INSURANCE #*: <u>TB5-691-473497-082</u> COMPANY: <u>ACORD</u>		F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?	
BOND#: <u>1160465</u> COMPANY: <u>LEXON</u>		PROJECT NAME: <u>BLC01a-F12 S College Mall Rd</u>	
*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED		PROJECT #: <u>BLC01a-F12 S College Mall Rd</u>	
SUBCONTRACTOR INFORMATION		PROJECT MGR.: <u>Lex Mullins</u>	
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)		PROJECT MGR. #: <u>215-847-8819</u>	
COMPANY NAME: _____		*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY	
B. WORK DESCRIPTION:		*IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY	
<input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE*		G. EXCAVATIONS:	
(EXPLAIN): <u>Excavation</u>		SQ FT OF PAVEMENT* EXCAVATIONS: <u>N/A</u>	
*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND		*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS	
C. RIGHT OF WAY TO BE USED/CLOSED:		SQ FT OF NON-PAVEMENT* EXCAVATIONS: <u>256 Sq Ft</u>	
STREET NAME 1: <u>S College Mall Rd</u>		*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE	
1ST INTERSECTING STREET NAME: _____		LINEAL FT OF BORE*: <u>10,213 Lineal Ft</u>	
2ND INTERSECTING STREET NAME: _____		*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS	
<input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>		# OF POLE INSTALLATIONS/REMOVAL: <u>N/A</u>	
<input checked="" type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		SQ FT OF SIDEWALK RECONSTRUCTION*: <u>N/A</u>	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED	
START DATE: <u>Nov 11th</u> END DATE: _____ # OF DAYS*: <u>30</u>		SQ FT OF SIDEWALK NEW CONSTRUCTION*: <u>N/A</u>	
STREET NAME 2: _____		*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE	
1ST INTERSECTING STREET NAME: _____		#RESIDENTIAL DRIVEWAY INSTALLATION: <u>N/A</u>	
2ND INTERSECTING STREET NAME: _____		 <p>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. IT'S THE LAW.</p>	
<input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>			
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		H. INDEMNIFICATION AGREEMENT:	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.	
START DATE: _____ END DATE: _____ # OF DAYS*: _____		I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.	
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW		PRINT NAME: <u>Bret Simons</u>	
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM		SIGNATURE: <u>Bret Simons</u>	
STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/>		DATE: <u>10/20/2022</u>	
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)			

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



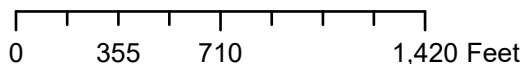
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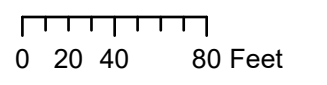
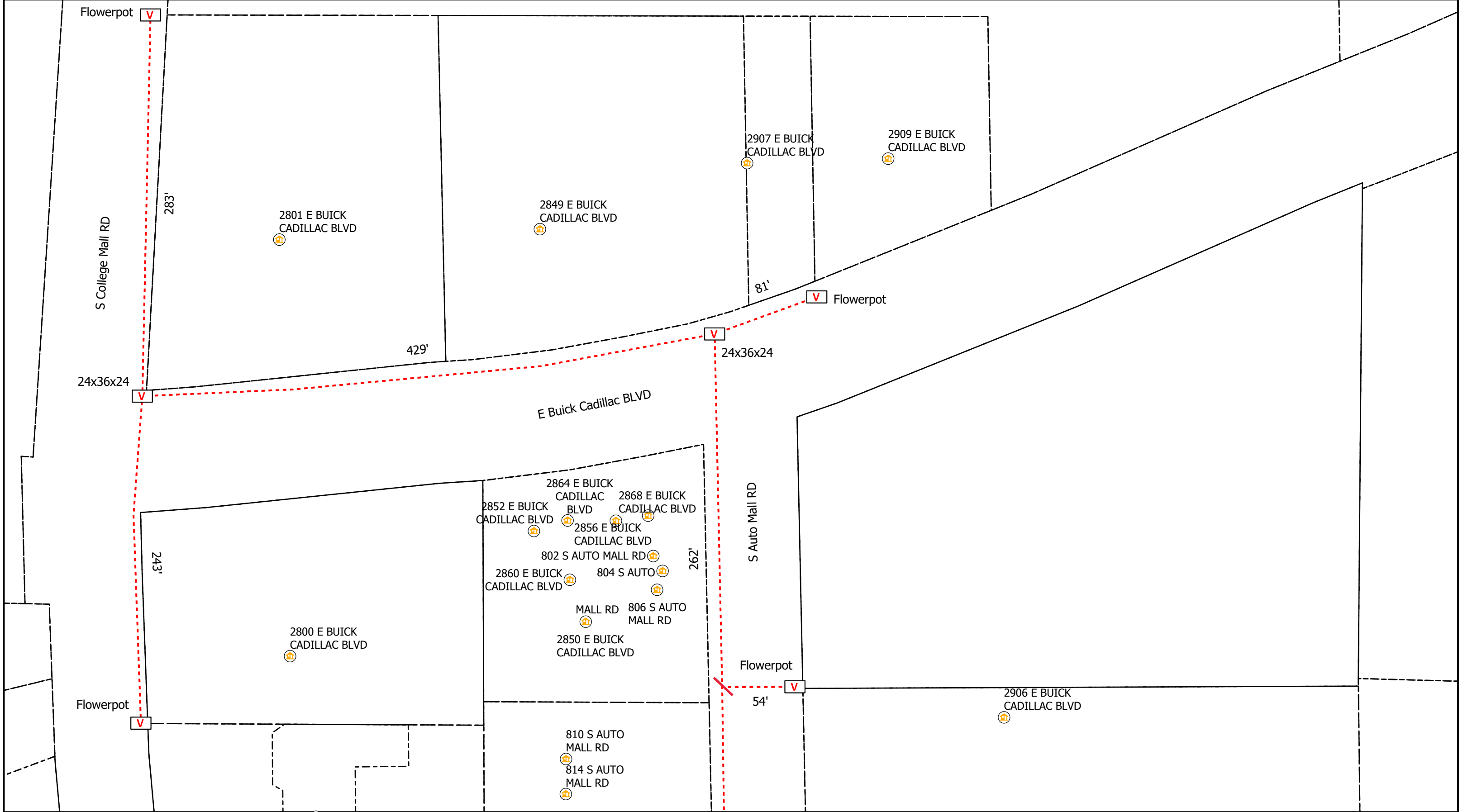
- - - Conduit
- Grids



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- V Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- R Risers
- A Address
- Y Anchor
- ← Sidewalk
- Grids

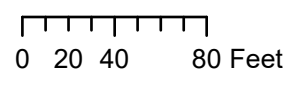
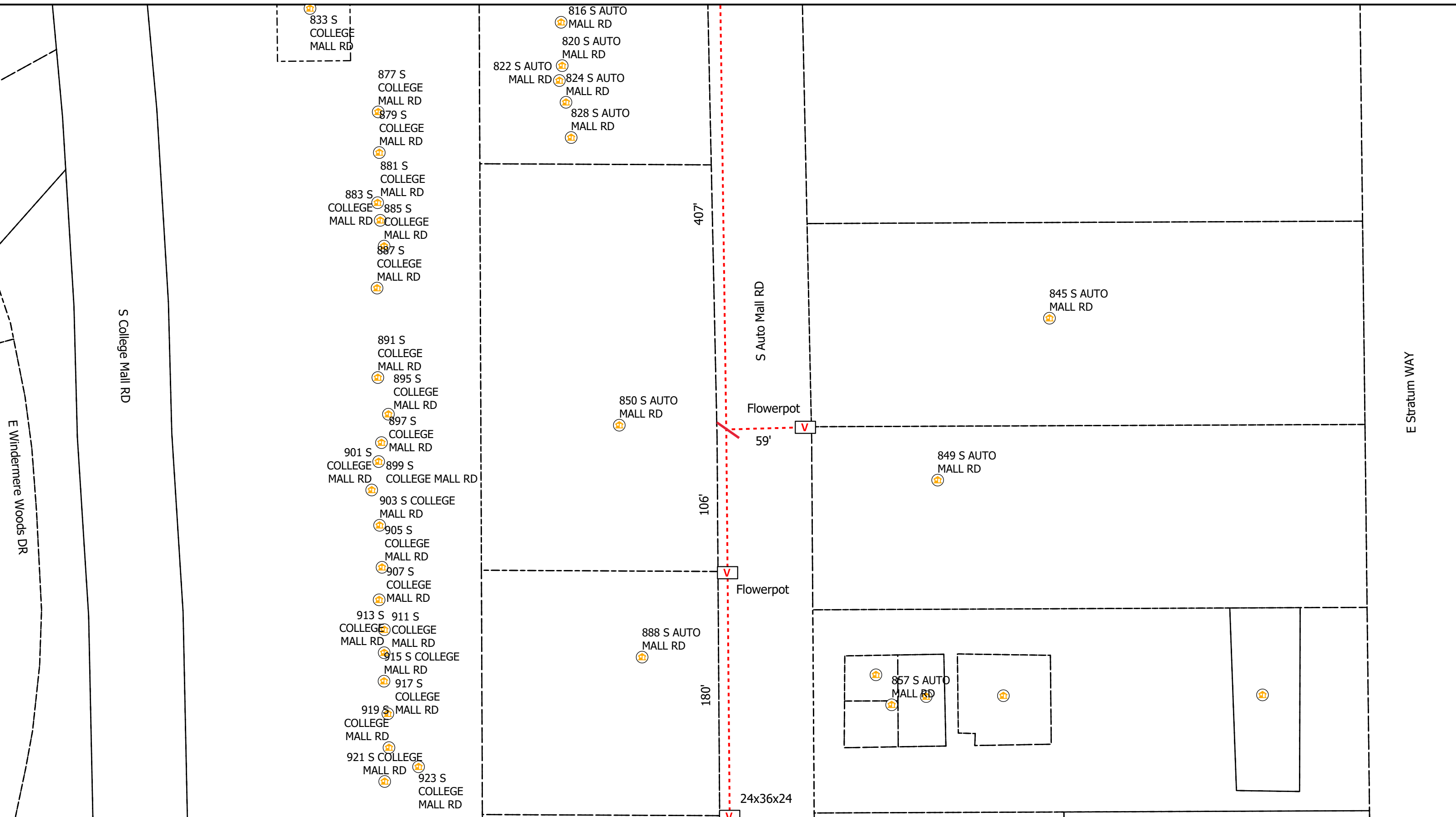
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

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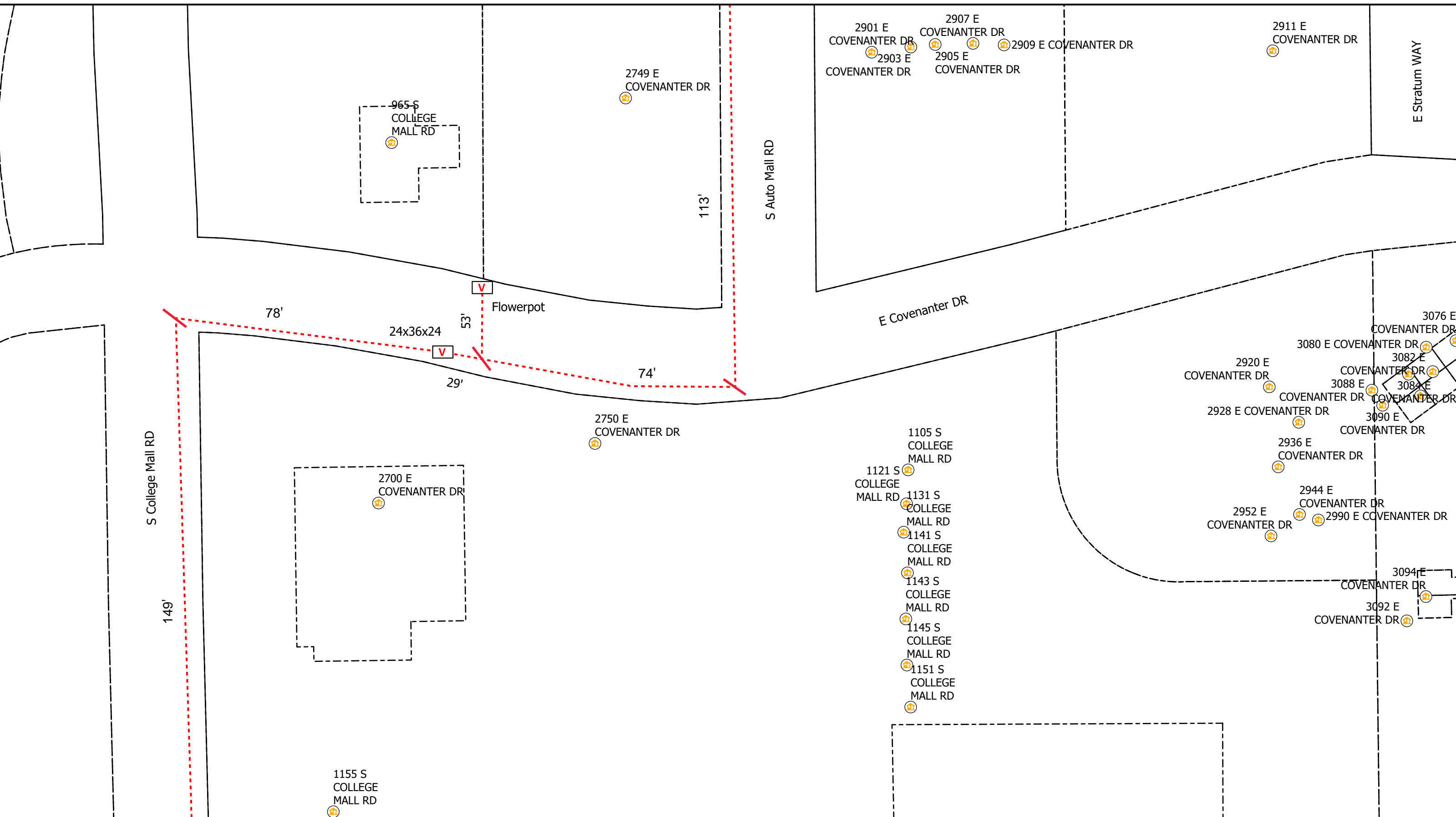
All Flowerpots 12" DIA



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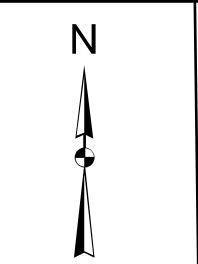




Legend

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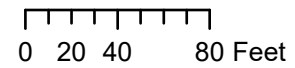
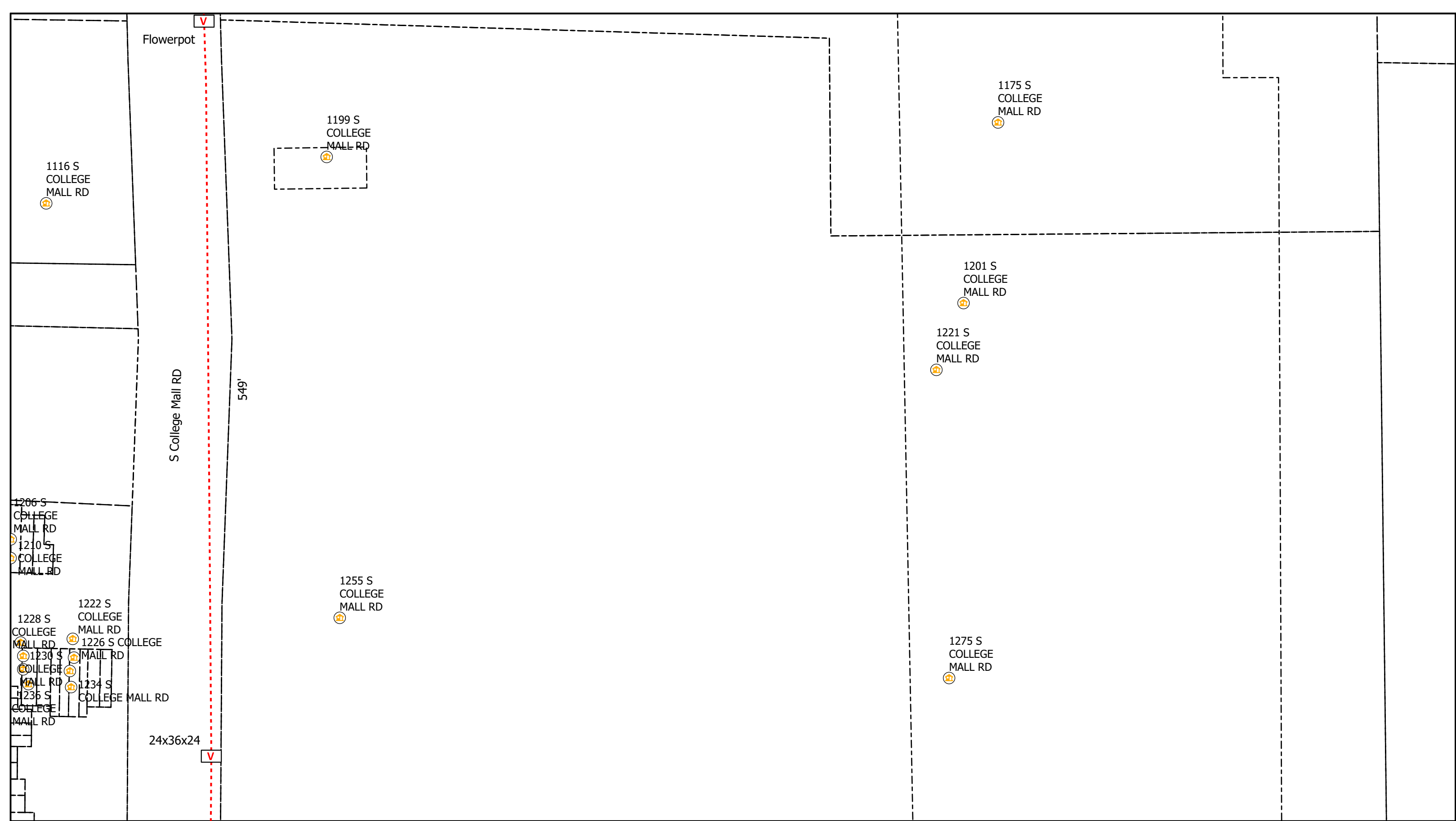
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION

Print 4 of 10



Legend

- Poles
- Vaults
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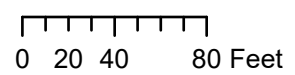
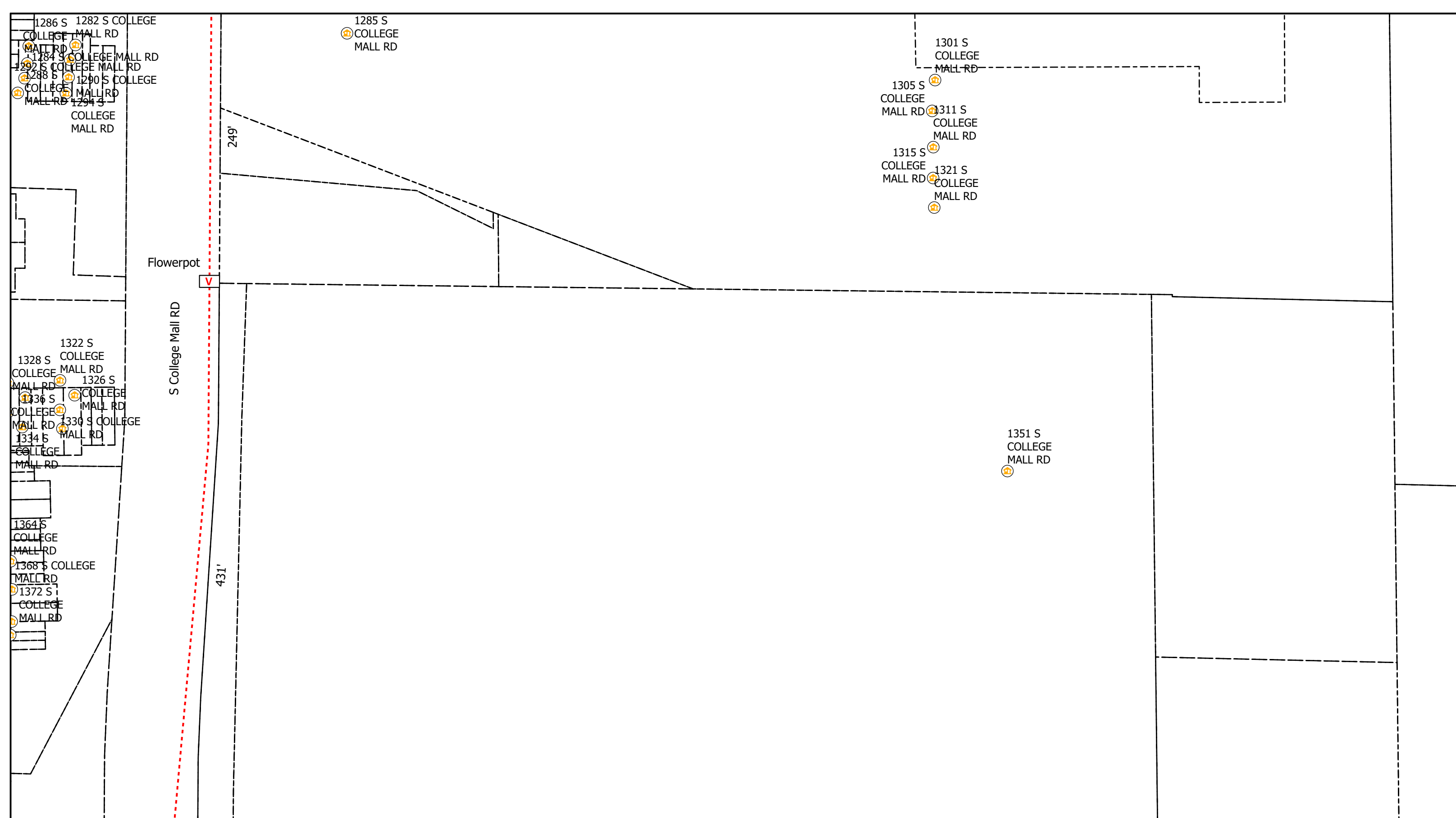
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

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Legend

- Poles
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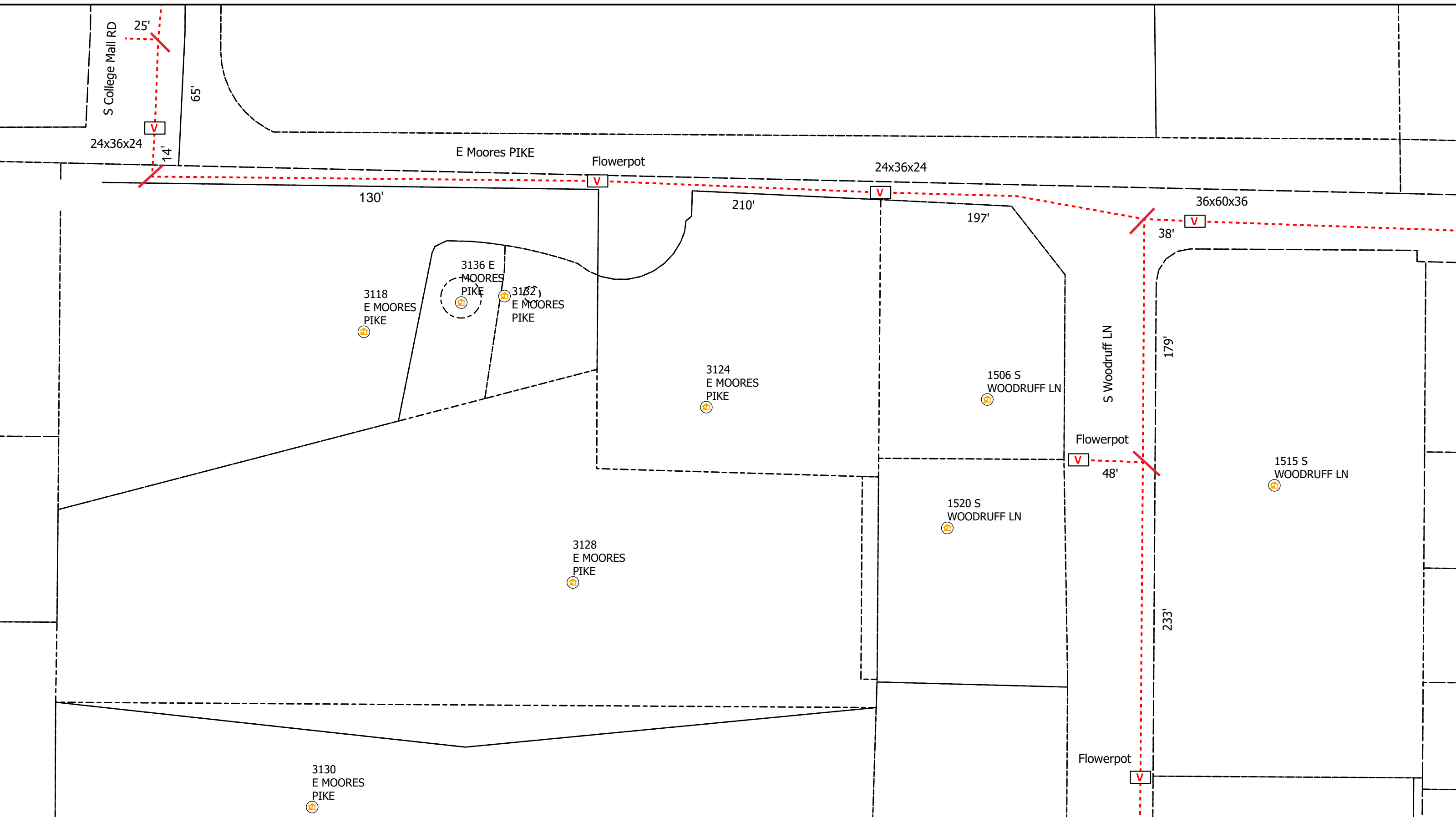
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

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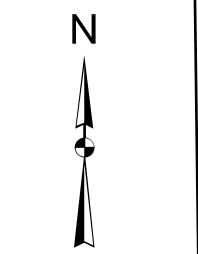




Legend

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All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION

Indiana 811

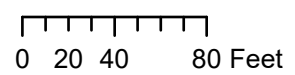
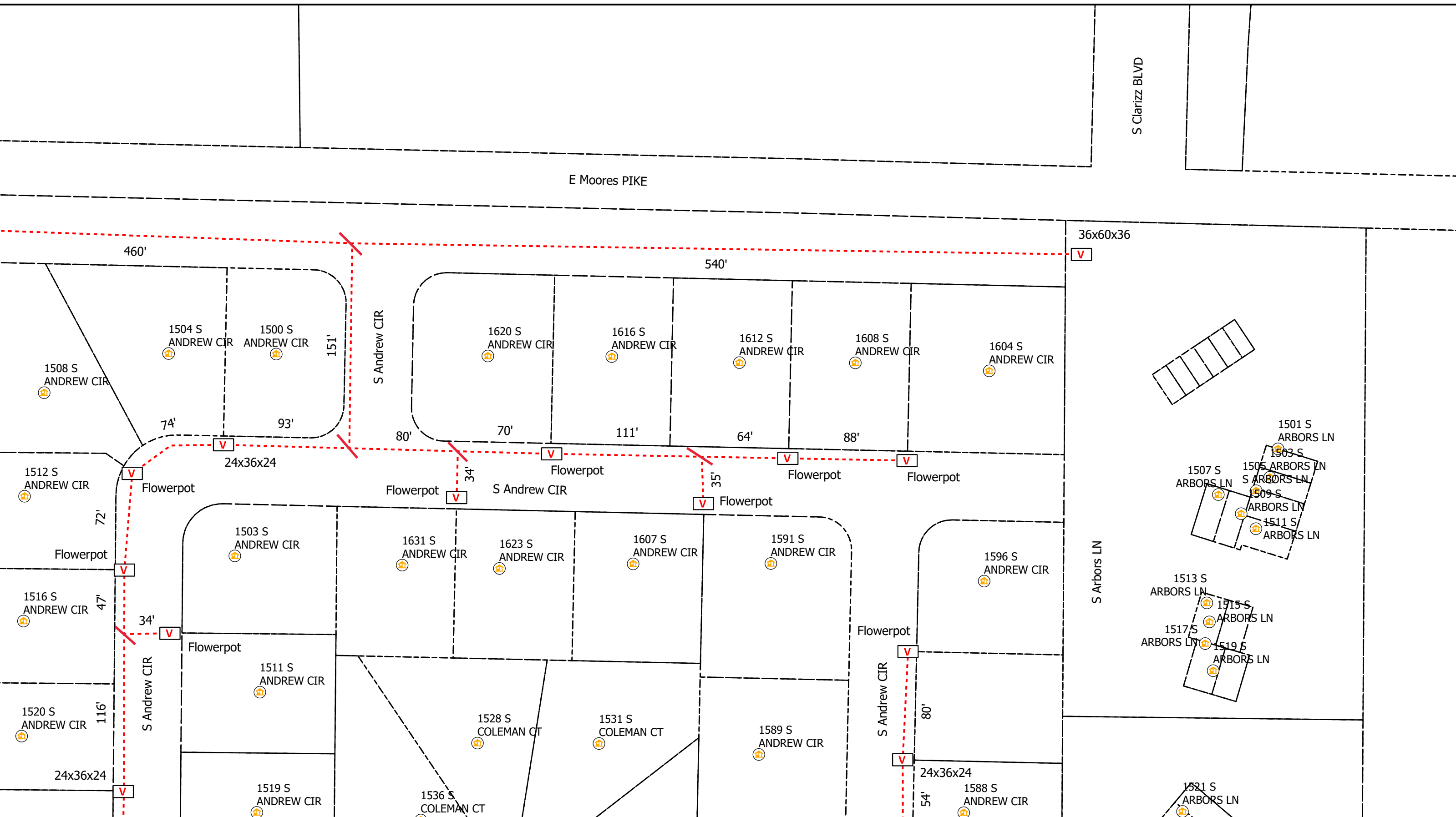
Print 7 of 10

S Clarizz BLVD

E Moores PIKE

36x60x36

S Arbors LN



Legend

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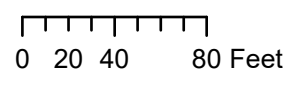
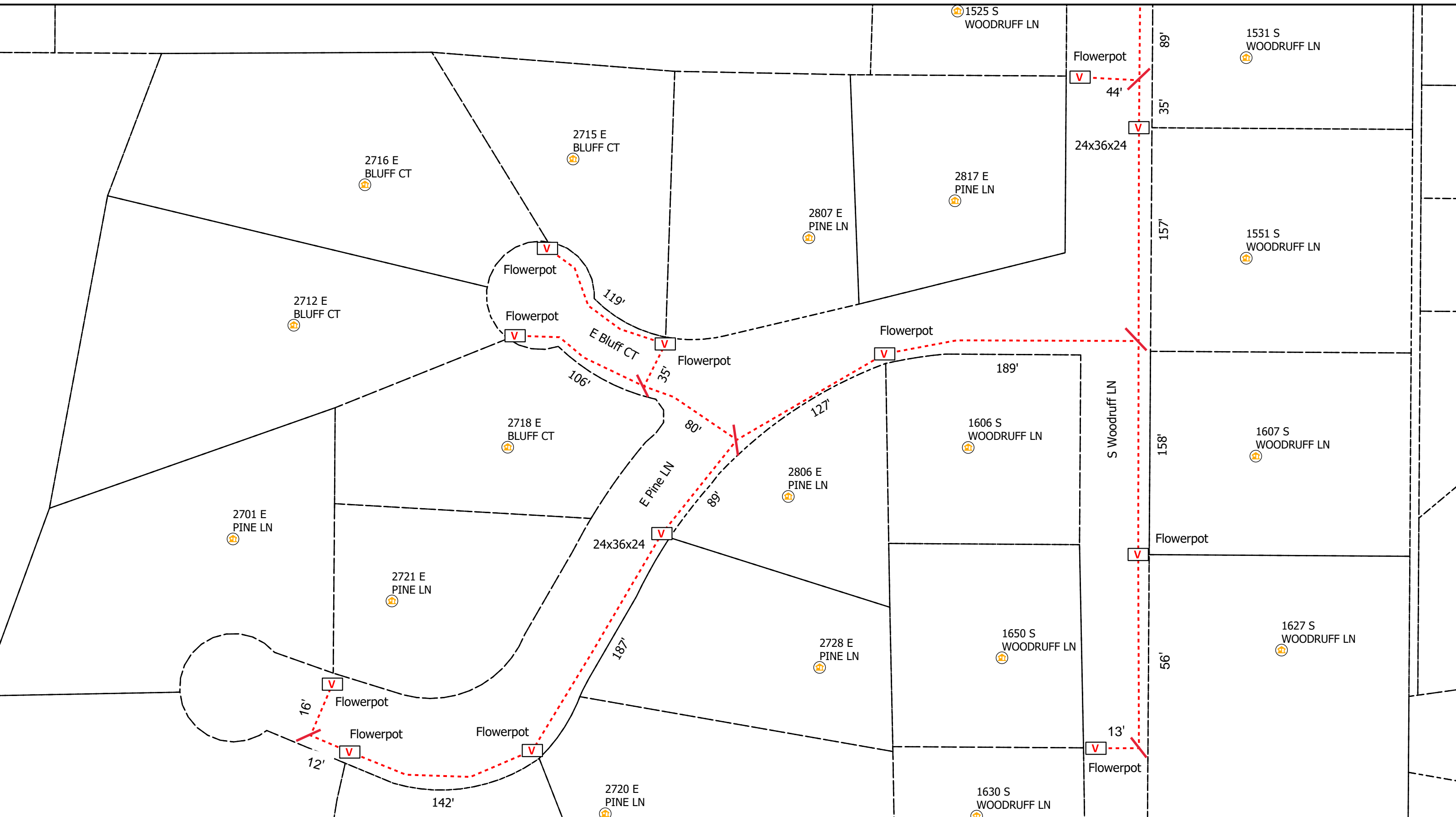
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





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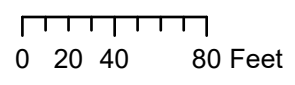
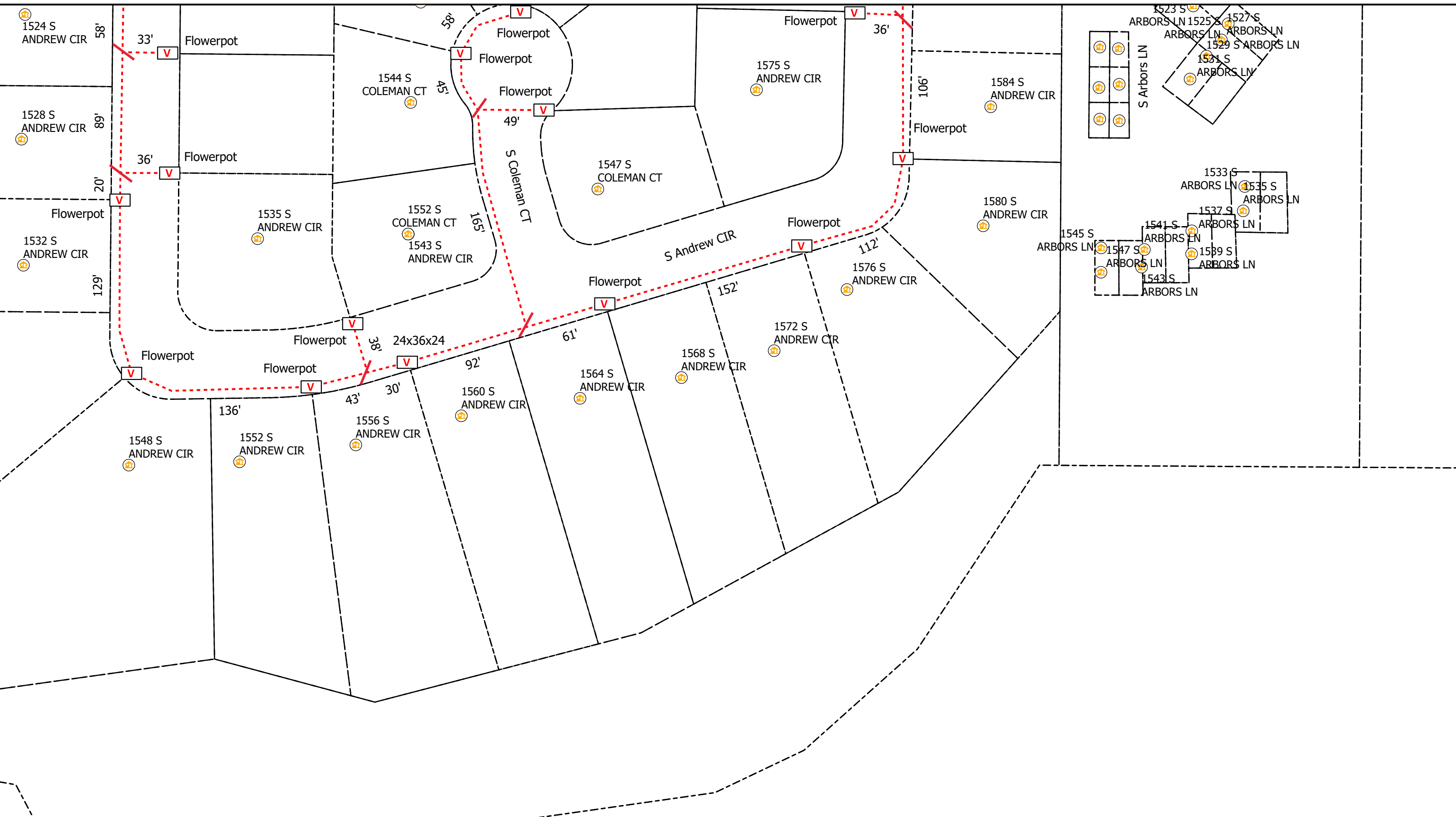
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
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All Flowerpots 12" DIA

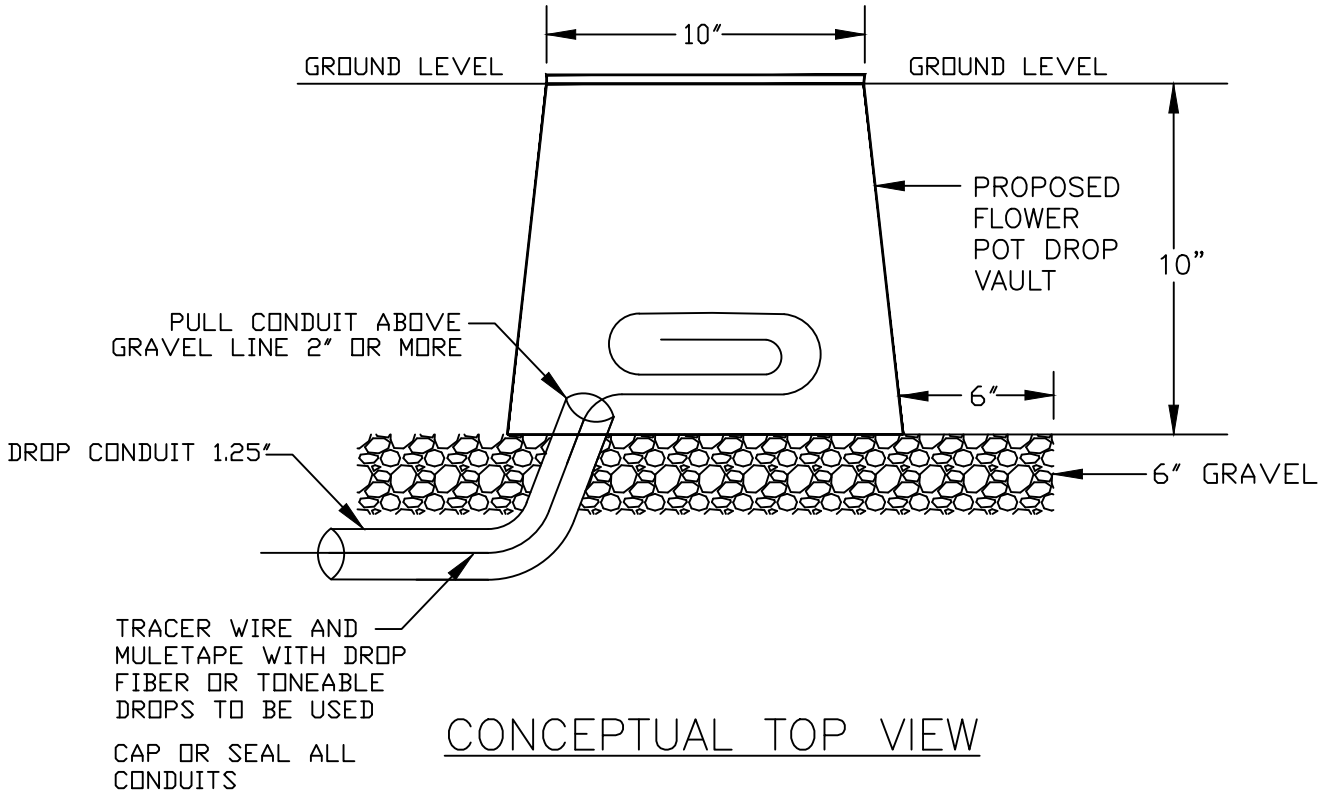


City of Bloomington, IN Permit:
Design View

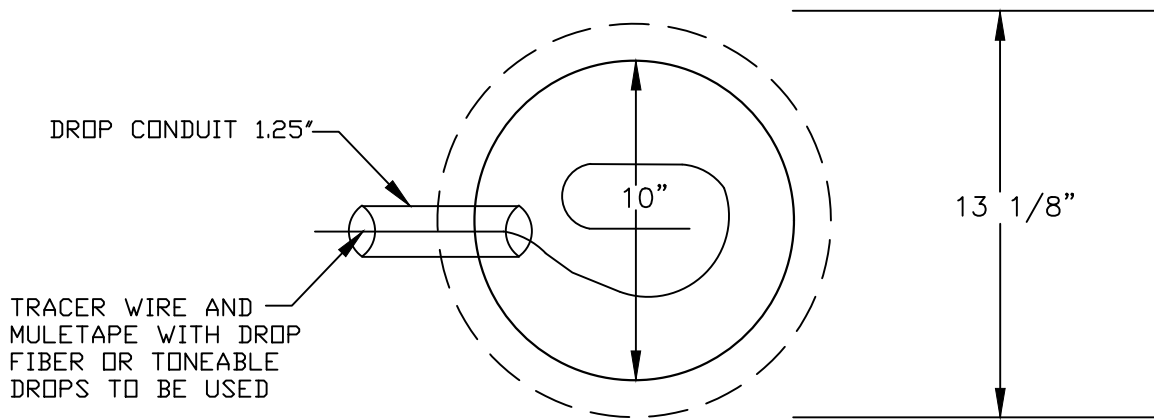
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CONCEPTUAL SIDE VIEW



CONCEPTUAL TOP VIEW

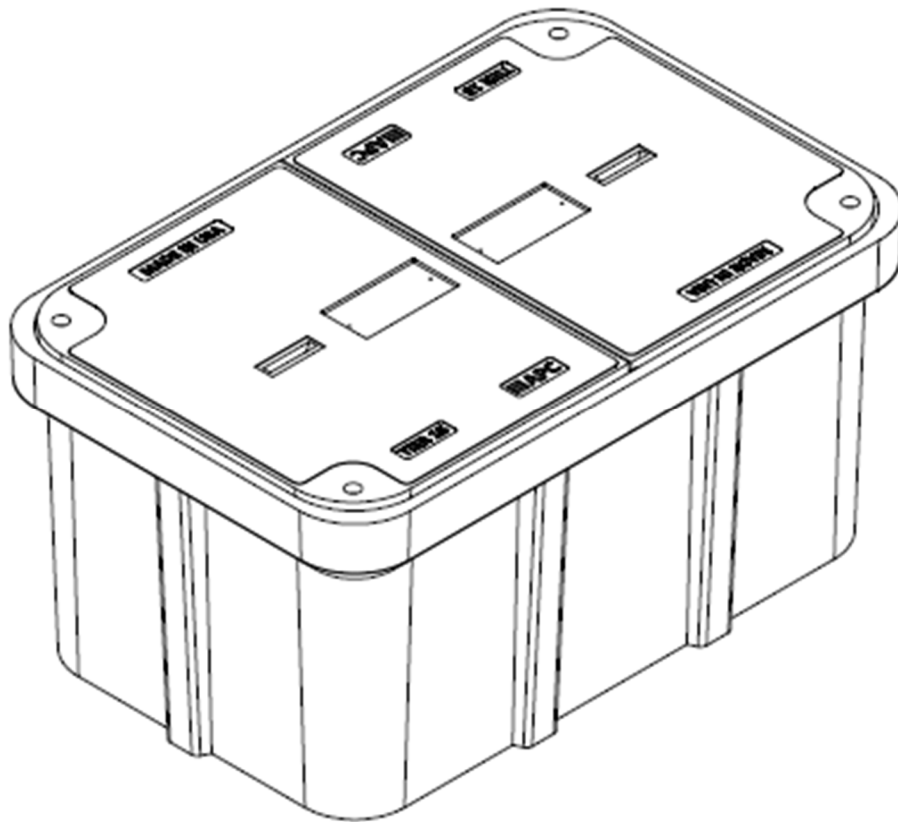


FLOWER POT

30"x48" PC UNIT, 2PC TIER 15/22
 18", 24", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit – TIER 15	30"x48"x18"	Tier 15	P304818HU15...	460 lbs.
PC Unit – TIER 22	30"x48"x18"	Tier 22	P304818HU22...	525 lbs.
PC Unit – TIER 15	30"x48"x24"	Tier 15	P304824HU15...	510 lbs.
PC Unit – TIER 22	30"x48"x24"	Tier 22	P304824HU22...	575 lbs.
PC Unit – TIER 15	30"x48"x36"	Tier 15	P304836HU15...	615 lbs.
PC Unit – TIER 22	30"x48"x36"	Tier 22	P304836HU22...	680 lbs.

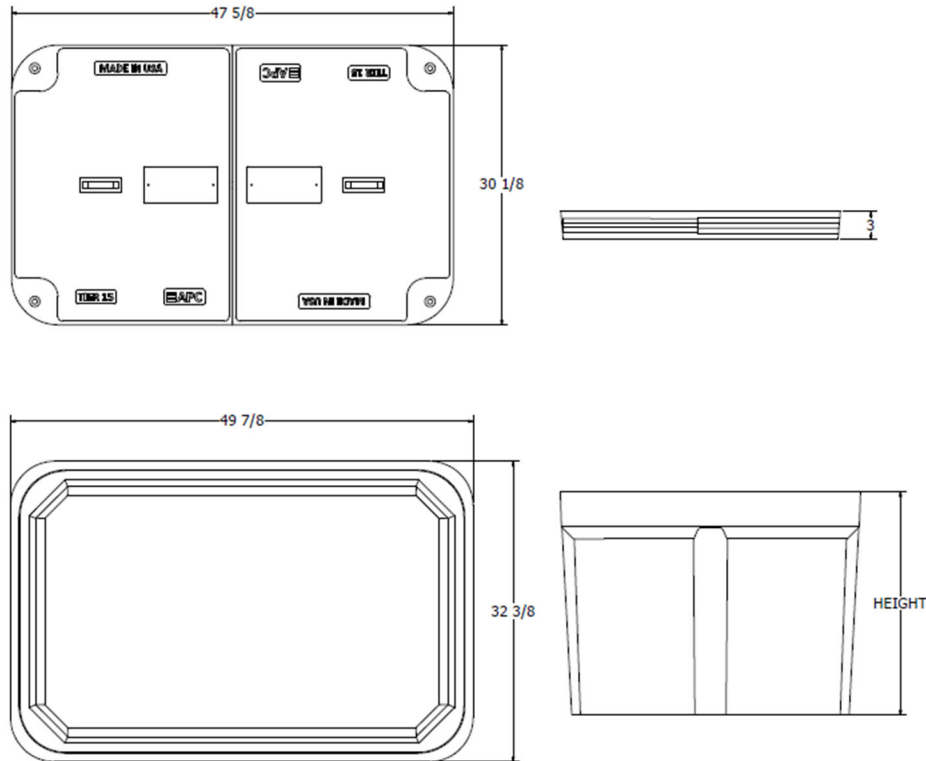


30"x48" PC UNIT, 2PC TIER 15/22

18", 24", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	30"x48"x18"	Tier 22	P304818B22	185 lbs.
Replacement Box	30"x48"x24"	Tier 22	P304824B22	235 lbs.
Replacement Box	30"x48"x36"	Tier 22	P304836B22	340 lbs.
Replacement Lids - T15	30"x48" (half)	Tier 15	Various	150 lbs.
Replacement Lids - T22	30"x48" (half)	Tier 22	Various	170 lbs.

Bolt options



Machine Thread



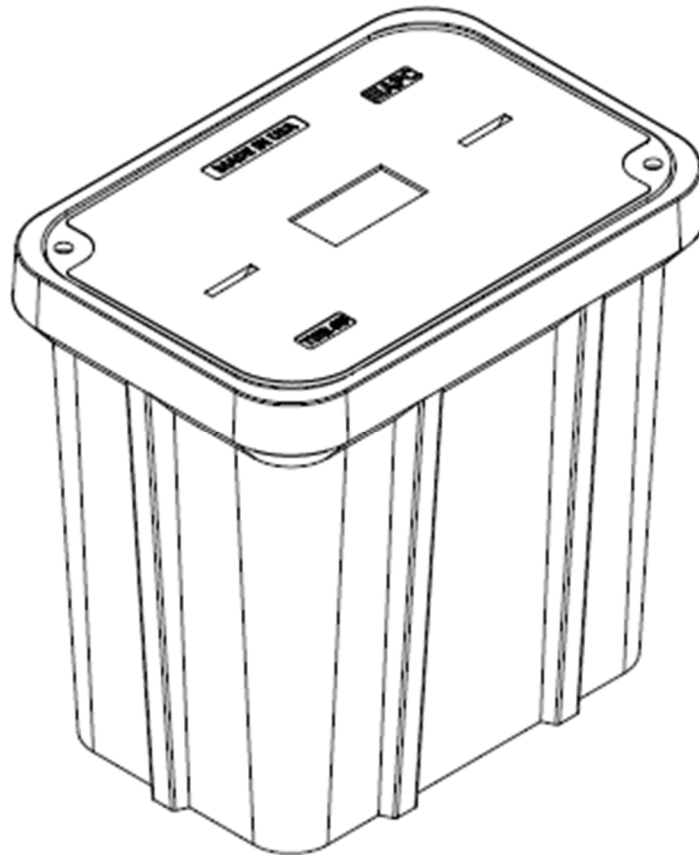
Auger Thread



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



AMERICAN POLYMER COMPANY



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

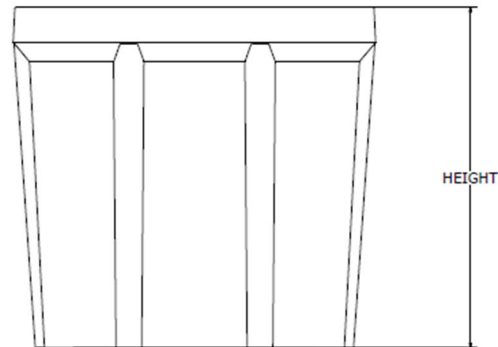
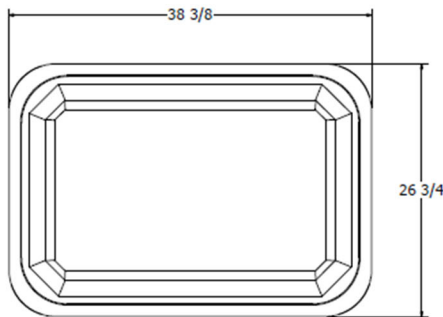
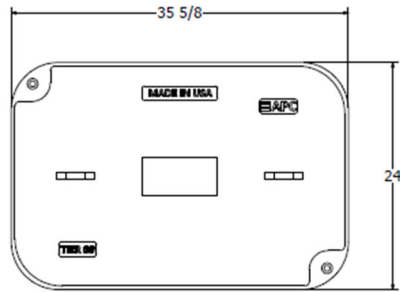


24"x36" PC UNIT, TIER 15/22

18", 24", 30", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	24"x36"x18"	Tier 22	P243618B22	165 lbs.
Replacement Box	24"x36"x24"	Tier 22	P243624B22	195 lbs.
Replacement Box	24"x36"x30"	Tier 22	P243630B22	225 lbs.
Replacement Box	24"x36"x36"	Tier 22	P243636B22	255 lbs.
Replacement Lids - T15	24"x36"	Tier 15	Various	170 lbs.
Replacement Lids - T22	24"x36"	Tier 22	Various	190 lbs.

Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread

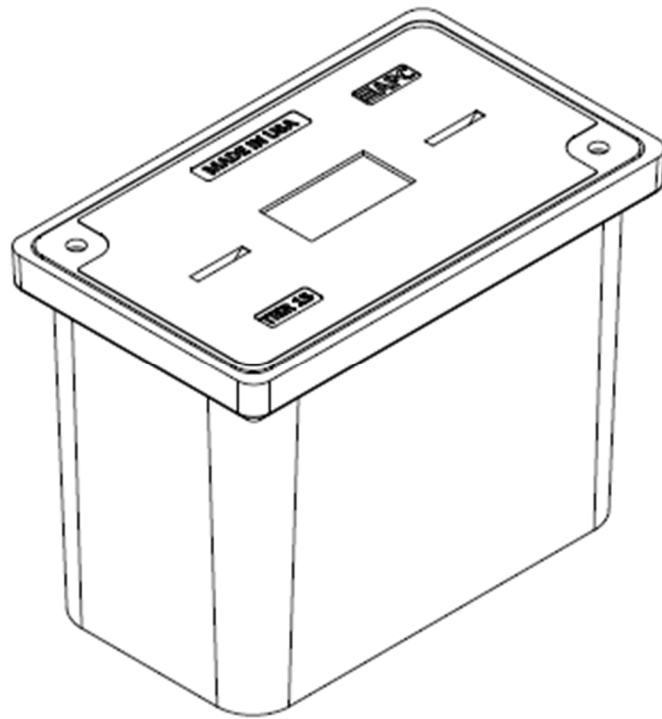


17"x30" PC UNIT, TIER 15/22

12", 18", 24", and 30" HEIGHT



AMERICAN POLYMER COMPANY



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

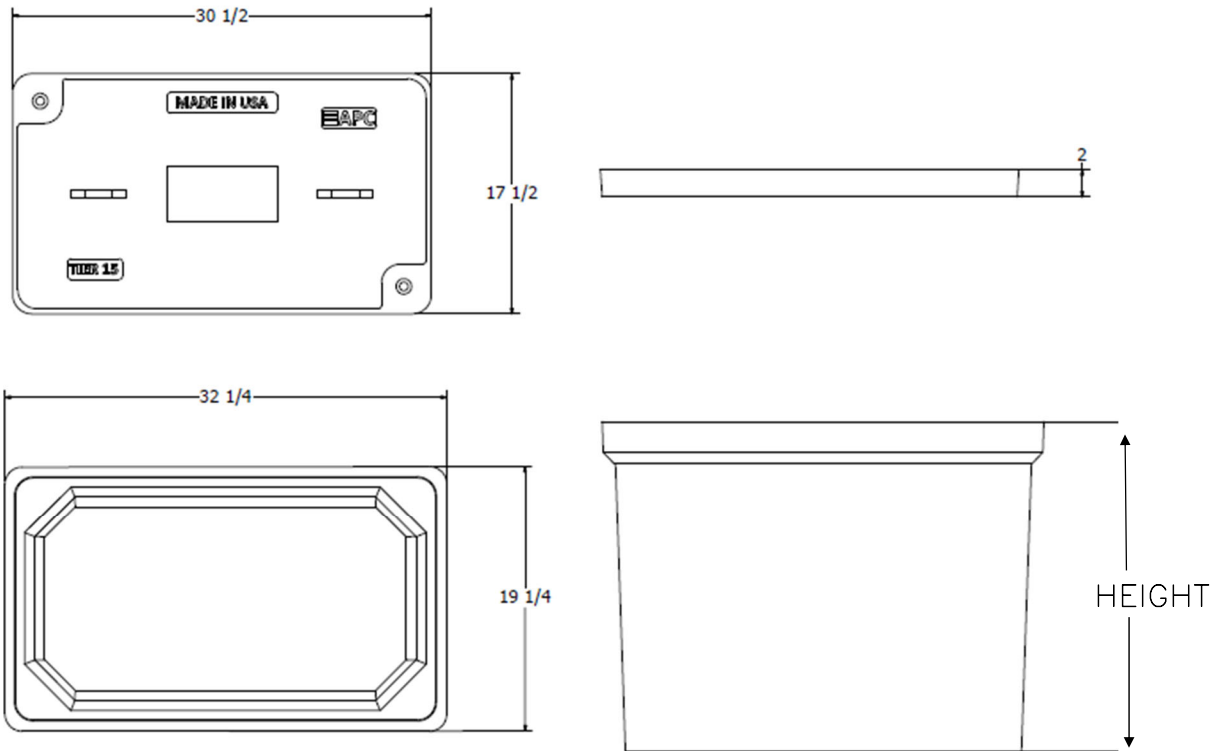


17"x30" PC UNIT, TIER 15/22

12", 18", 24", and 30" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	17"x30"x12"	Tier 22	P173012B22	66 lbs.
Replacement Box	17"x30"x18"	Tier 22	P173018B22	100 lbs.
Replacement Box	17"x30"x24"	Tier 22	P173024B22	120 lbs.
Replacement Box	17"x30"x30"	Tier 22	P173030B22	145 lbs.
Replacement Lids – T15	17"x30"	Tier 15	Various	72 lbs.
Replacement Lids – T22	17"x30"	Tier 22	Various	81 lbs.

Bolt options



Machine Thread



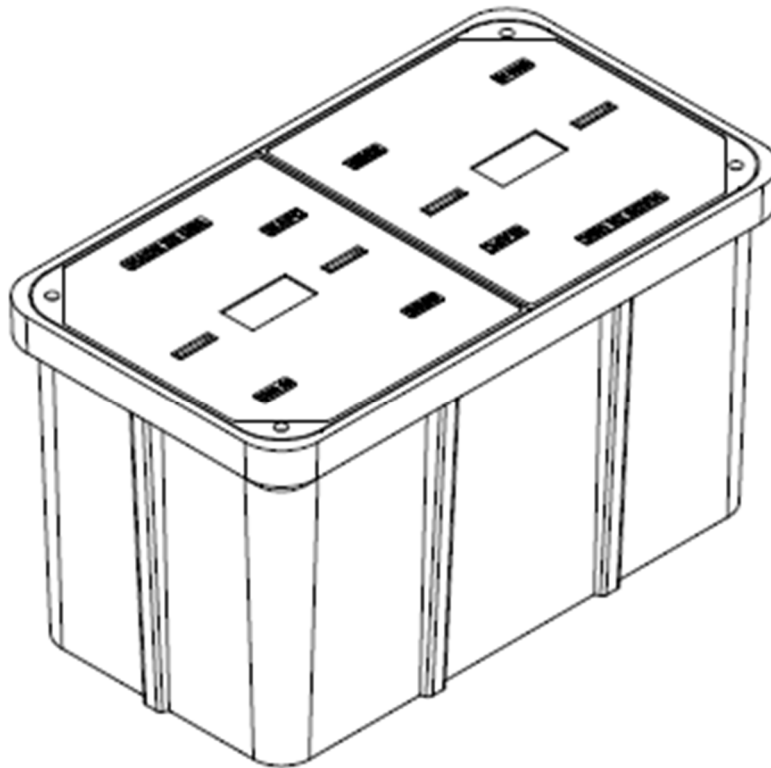
Auger Thread



33"x60" PC UNIT, 2PC TIER 15/22
36" HEIGHT



AMERICAN POLYMER COMPANY



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

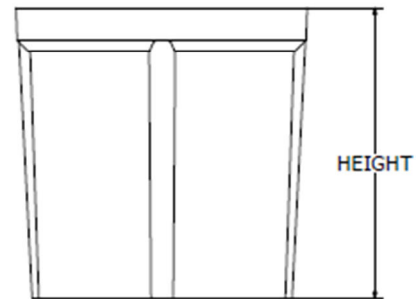
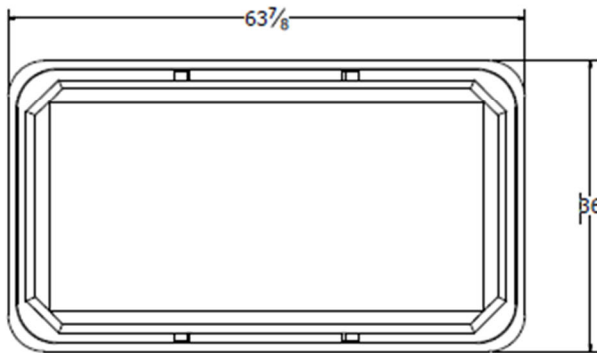
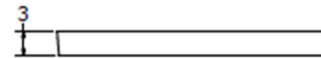


33"x60" PC UNIT, 2PC TIER 15/22

36" HEIGHT



AMERICAN POLYMER COMPANY



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

Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread



Speed (MPH) Prior To Road Work	SIGN SPACING, FT.		BUFFER SPACE, FT.	TAPER LENGTH, FT.	CHANNELIZING SPACING, FT.		
	Non-Divided Highways	Divided Highways	Length	Shoulder (10 ft. Width)	Lane (12 ft. Width)	Through Taper	Through Buffer/Work Area
	0-35	200	200	250	70	245	35
40-45	350	500	360	150	540	40	80
50-55	500	1000	495	185	660	50	100
60-70	SA-1000, SB-1500, SC-2640		730	235	840	60	120
Urban Low Speed - 100 FT							

APPROVED/ACCEPTED BY:
ENGINEER, OWNER, or PRIME CONTRACTOR
 Check for Notice to Proceed.
BLC01a-F12_S College Mall Rd TCP1

Signature: _____

Company: _____

Road Runner Safety Services, Inc.

Date: 10/20/2022 Project: BLC01a-F12_S College Mall Rd TCP :
: Traffic Control Suggestion For: AEG :
By: Road Runner Safety Services, Inc. : Nathan

Comments:
Drawing not to scale. Traffic control plan must be approved by an engineer. This is a suggestion only. Road Runners Safety Services, Inc. has no liability for this suggested traffic control plan. Actual placement and spacing of all traffic control devices will depend on field conditions and must conform to MUTCD standards.

- Legend**
- ADA Barricade
 - Channelizer
 - Conduit
 - Flagger (Person)
 - Sign
 - Vault
 - Work Area



Spacing Charts Based on MUTCD Must be Approved by an Engineer

Speed (MPH) Prior To Road Work	SIGN SPACING, FT.		BUFFER SPACE, FT.	TAPER LENGTH, FT.		CHANNELIZING SPACING, FT.	
	Non-Divided Highways	Divided Highways	Length	Shoulder (10 ft Width)	Lane (12 ft Width)	Through Taper	Through Buffer/Work Area
0-35	200	200	250	70	245	35	50
40-45	350	500	360	150	540	40	80
50-55	500	1000	495	185	660	50	100
60-70	SA-1000, SB-1500, SC-2640 Urban Low Speed - 100 FT		730	235	840	60	120

APPROVED/ACCEPTED BY:
ENGINEER, OWNER, or PRIME CONTRACTOR
 Check for Notice to Proceed.
CO01 - 1603_Lafayette Ave TCP2

Signature: _____
Company: _____



Date: 10/20/2022 Project: BLC01a-F12_S College Mall Rd TCP2 :
: Traffic Control Suggestion For: AEG :
By: Road Runner Safety Services, Inc. : Nathan

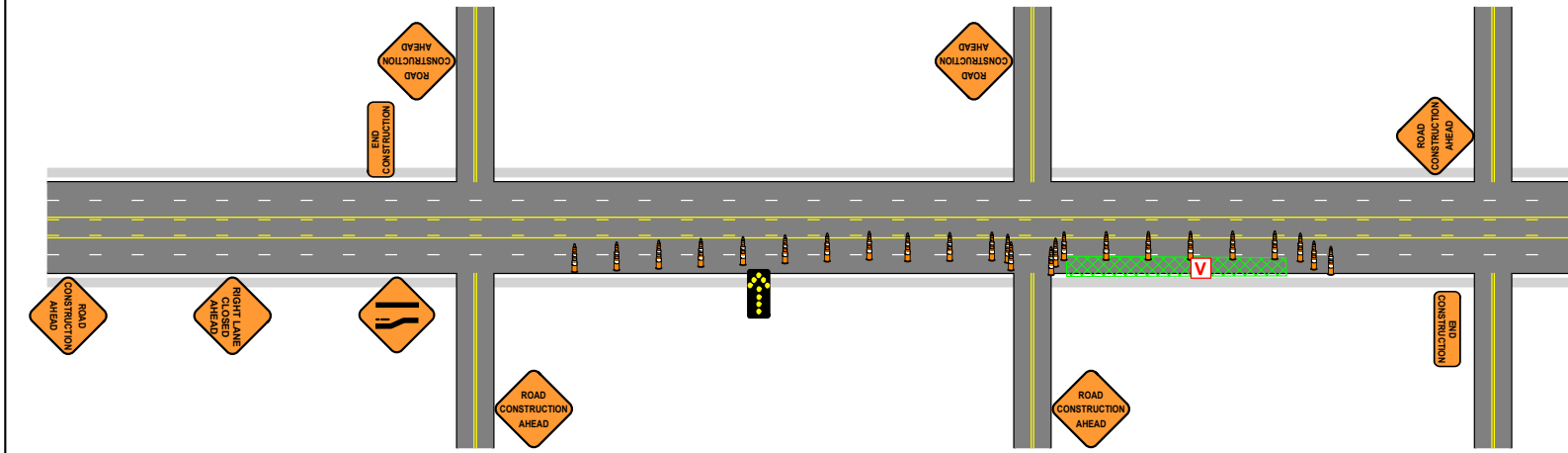
Comments:

Drawing not to scale. Traffic control plan must be approved by an engineer. This is a suggestion only. Road Runners Safety Services, Inc. has no liability for this suggested traffic control plan. Actual placement and spacing of all traffic control devices will depend on field conditions and must conform to MUTCD standards.

Legend

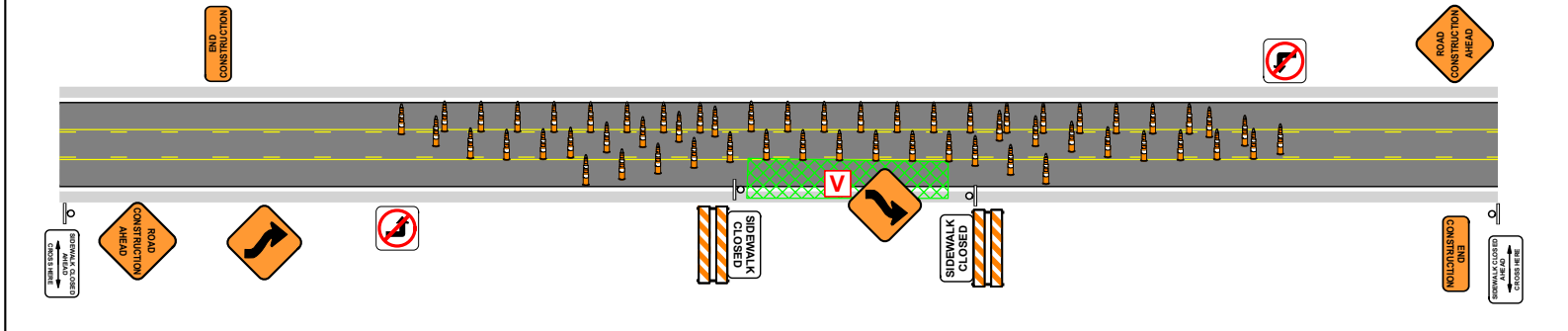
- ADA Barricade
- Arrow Board
- Channelizer
- Sign
- Trimline
- Vault
- Work Area

Lane Closure setup to be used on S College Mall Rd

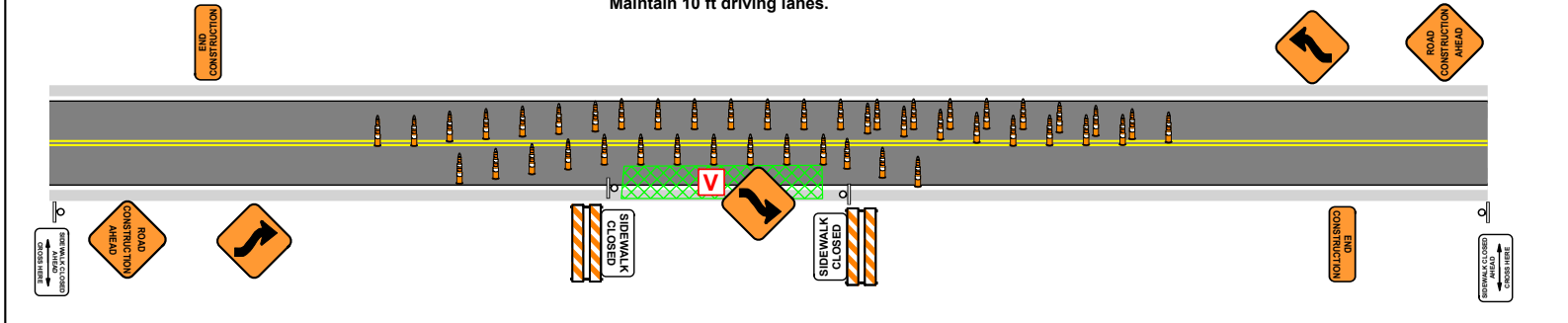


Road Construction Ahead signs to be placed on all side streets within work area. Sidewalk Closed Ahead Cross Here signs to be placed at nearest crossing.

Lane Shift to be used on S Auto Mall Rd



Lane Shift to be used on E Covenant Dr and E Buick Cadillac Blvd
Maintain 10 ft driving lanes.





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

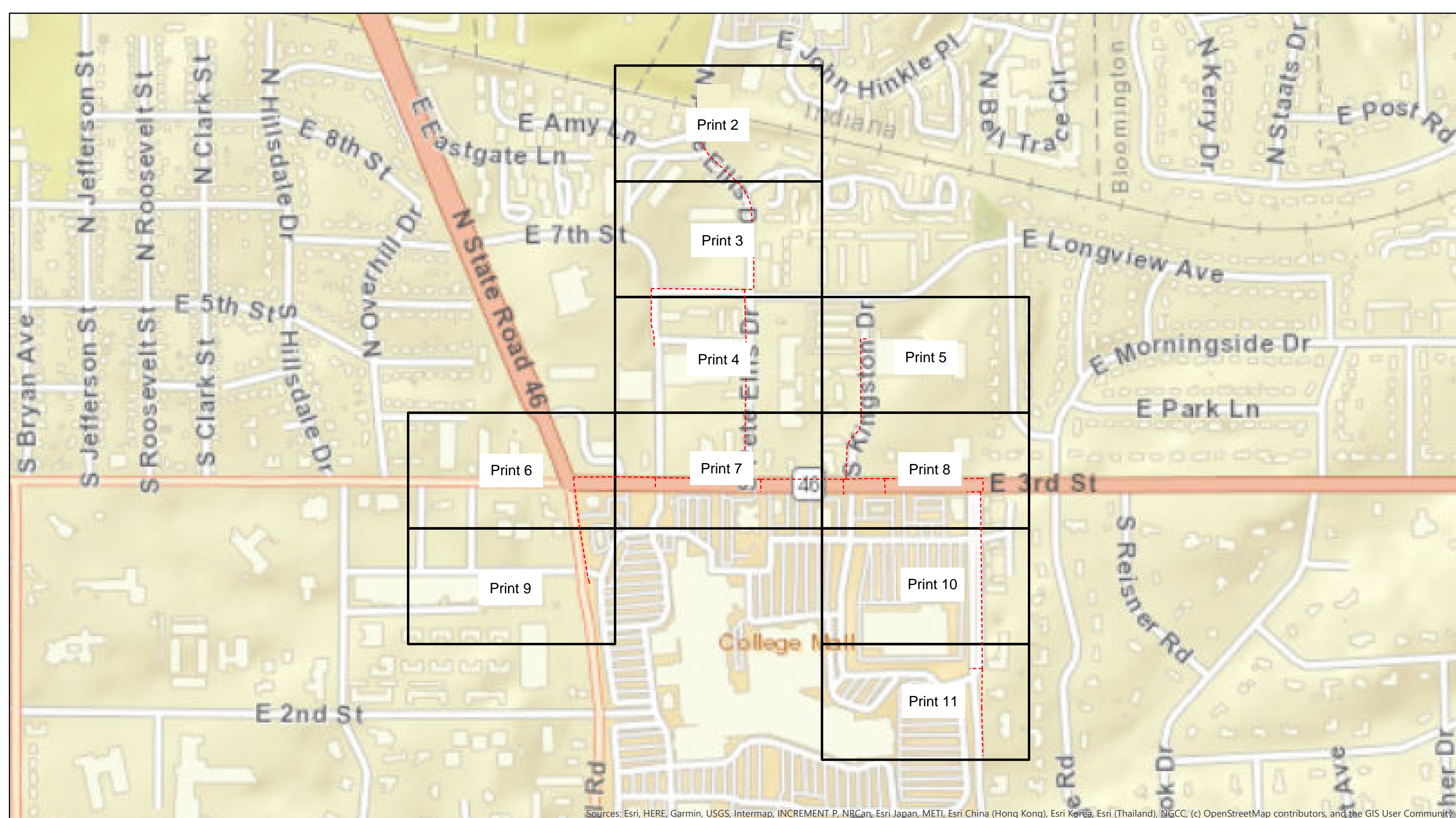
ADDRESS OF ROW ACTIVITY: S College Mall Rd

A. APPLICANT/AGENT INFORMATION: APPLICANT NAME: <u>Bret Simons</u> E-MAIL: <u>bret.simons@aeg.cc</u> COMPANY: <u>Atlantic Engineering Group</u> ADDRESS: <u>P.O. Box 349</u> CITY, STATE, ZIP: <u>Buford, GA 30515</u> 24-HR EMERGENCY CONTACT NAME: _____ 24-HR CONTACT PHONE #: <u>(706)654-2298</u> INSURANCE #*: <u>TB5-691-473497-082</u> COMPANY: <u>ACORD</u> BOND#: <u>1160465</u> COMPANY: <u>LEXON</u> <small>*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small> **SUBCONTRACTOR INFORMATION** <small>(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)</small> COMPANY NAME: _____ B. WORK DESCRIPTION: <input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): <u>Excavation</u> <small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small> C. RIGHT OF WAY TO BE USED/CLOSED: STREET NAME 1: <u>S College Mall Rd</u> 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input 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 <small>**NON-METERED</small> START DATE: <u>Nov 11th</u> END DATE: _____ # OF DAYS*: <u>30</u> STREET NAME 2: _____ 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N <small>**NON-METERED</small> START DATE: _____ END DATE: _____ # OF DAYS*: _____ <small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small> STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/> REQUESTED CLOSURE HOURS: _____ 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>	D. TRAFFIC CONTROL DEVICES*: <input checked="" type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD <input type="checkbox"/> LIGHTED BARRELS <input checked="" type="checkbox"/> TYPE 3 BARRICADES <input 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 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 F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT? PROJECT NAME: <u>BLC01b-F23 S College Mall Rd</u> PROJECT #: <u>BLC01b-F23 S College Mall Rd</u> PROJECT MGR.: <u>Lex Mullins</u> PROJECT MGR. #: <u>215-847-8819</u> <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>N/A</u> <small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small> SQ FT OF NON-PAVEMENT* EXCAVATIONS: <u>83 Sq Ft</u> <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: <u>5,590 Lineal Ft</u> <small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small> # OF POLE INSTALLATIONS/REMOVAL: <u>N/A</u> SQ FT OF SIDEWALK RECONSTRUCTION*: <u>N/A</u> <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small> SQ FT OF SIDEWALK NEW CONSTRUCTION*: <u>N/A</u> <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small> #RESIDENTIAL DRIVEWAY INSTALLATION: <u>N/A</u> <div style="text-align: center;"> <small>Know what's below. Call before you dig.</small> </div> TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.
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>Bret Simons</u> SIGNATURE: <u>Bret Simons</u> DATE: <u>10/24/2022</u>	

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



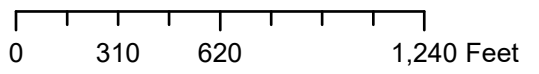
Legend BLC01b-F23_S College Mall Rd

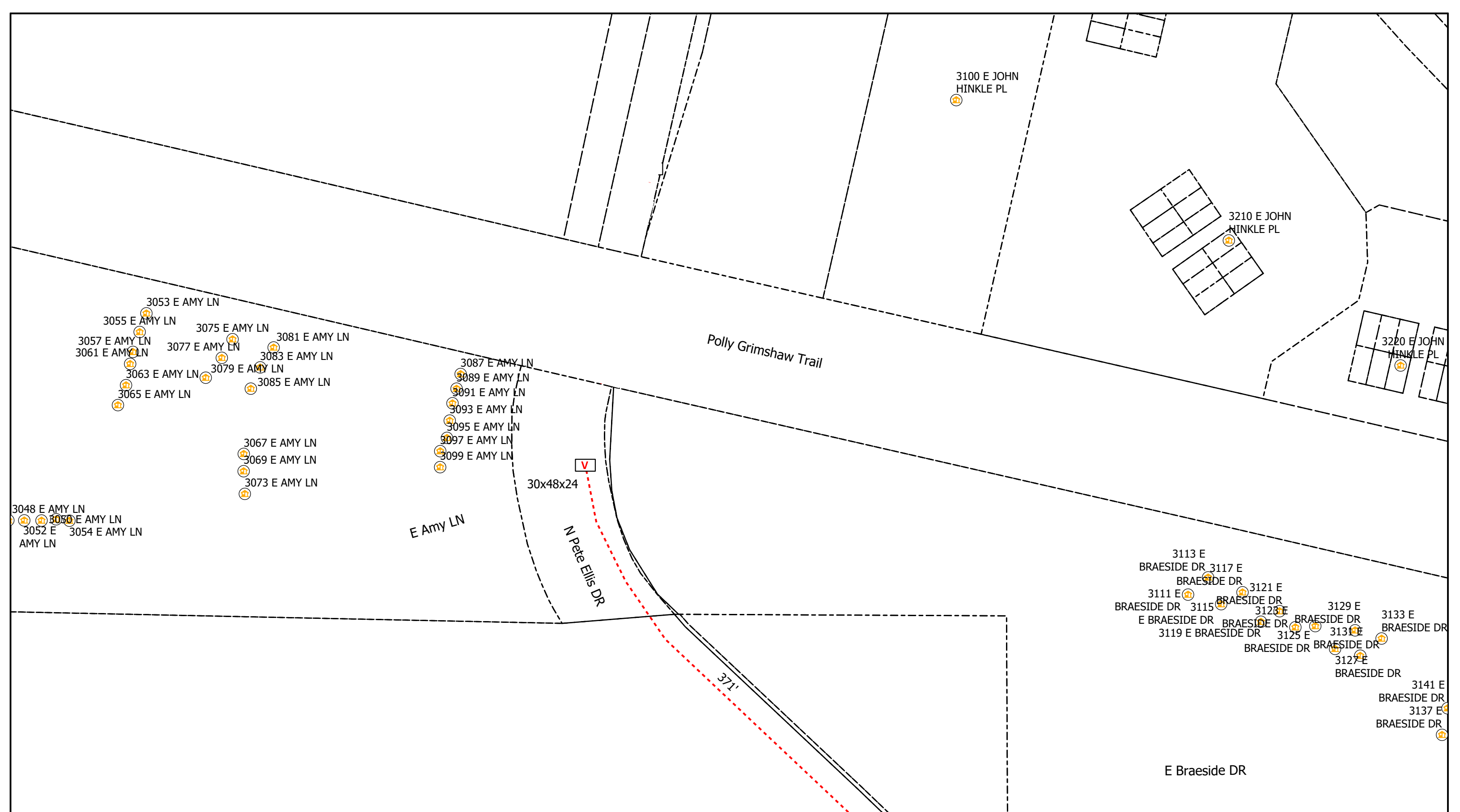
- - - Conduit
- Grids



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





0 20 40 80 Feet

Legend

- Poles
- Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- Risers
- Address
- Other Jurisdiction
- Anchor
- Sidewalk
- Grids

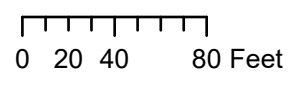
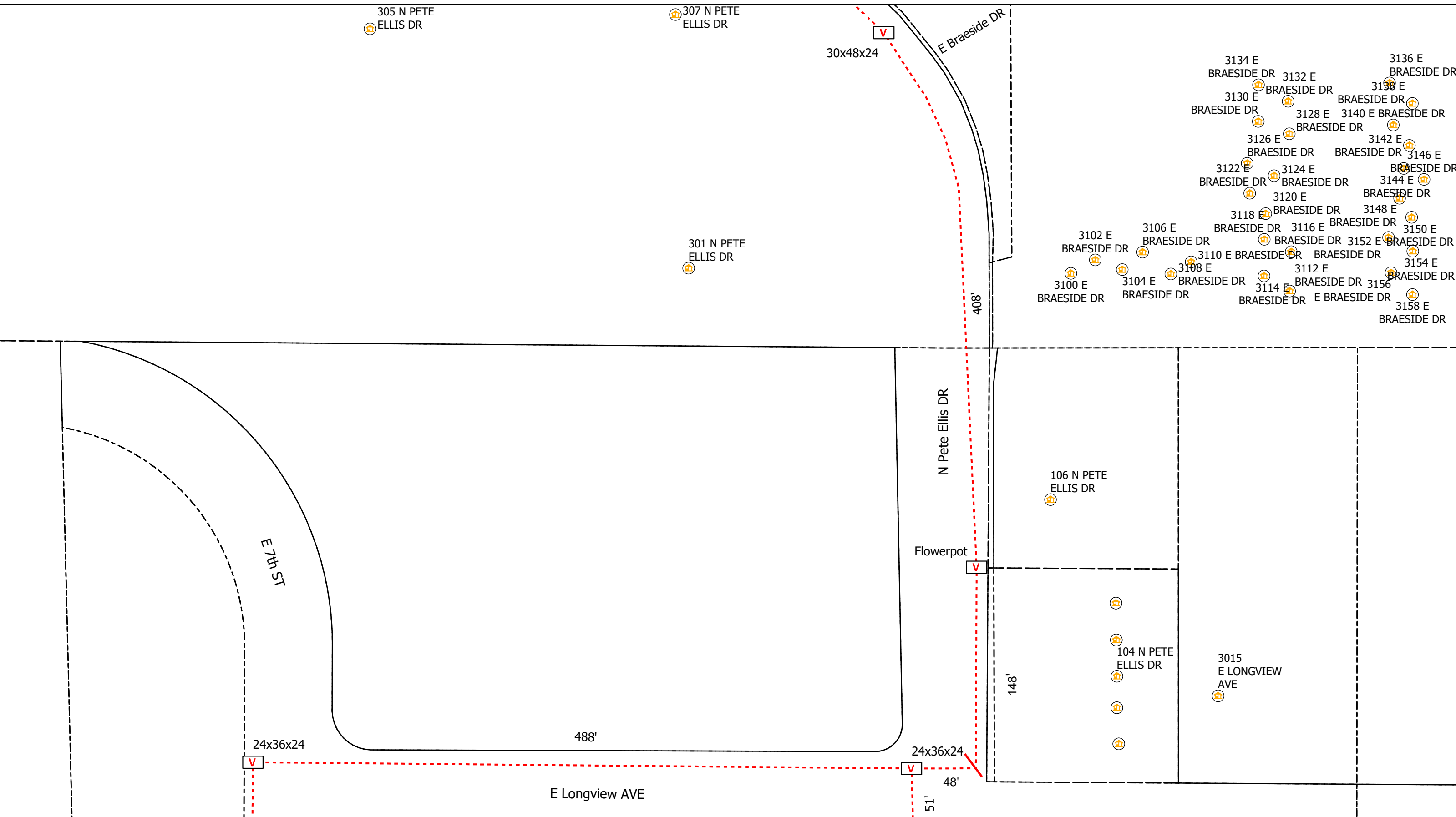
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- V Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- R Risers
- Ⓜ Address
- Other Jurisdiction
- Y Anchor
- ← Sidewalk
- Grids

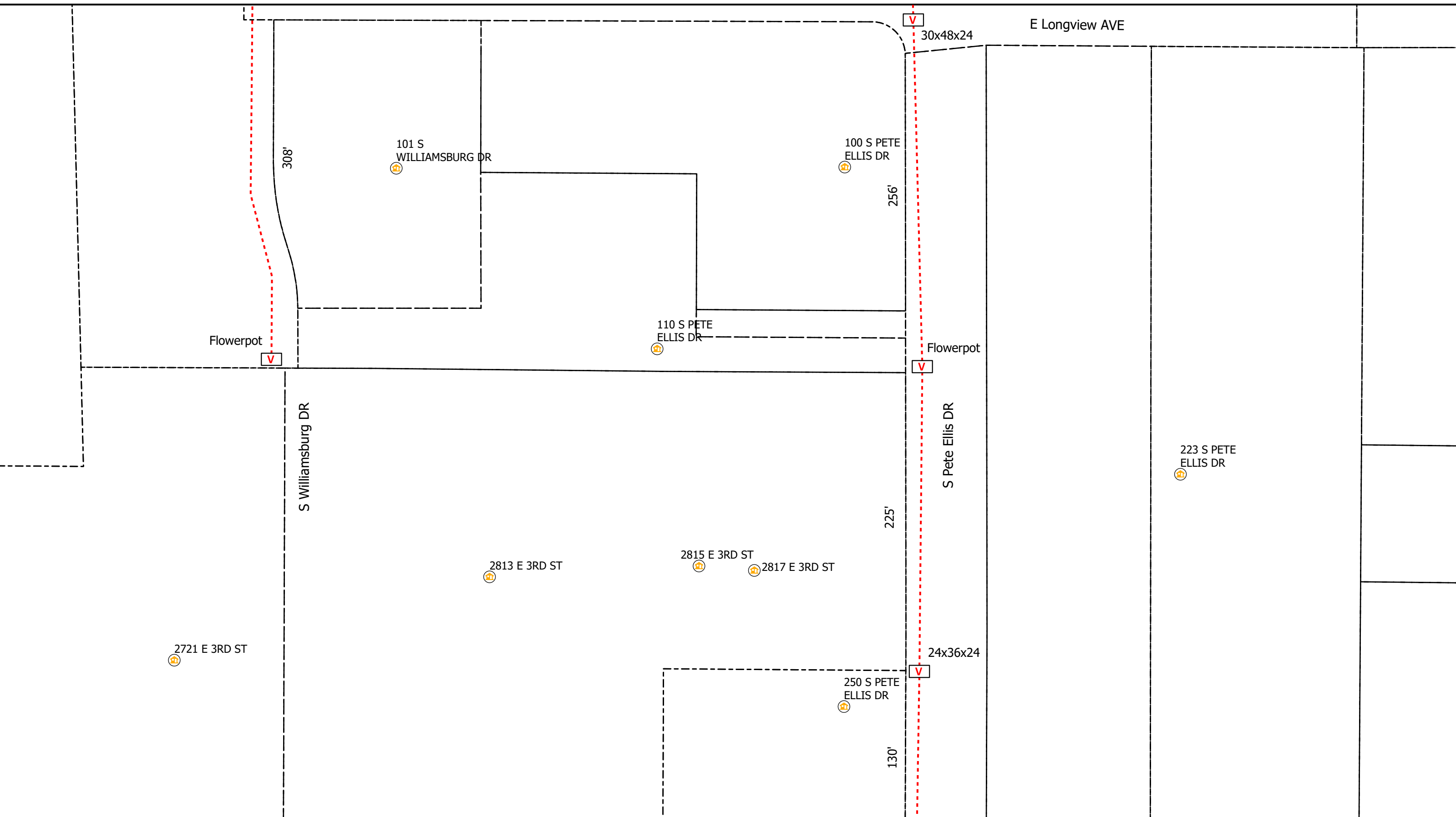
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION

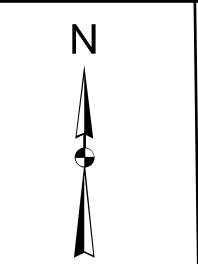




Legend

- Poles
- V Vaults
- Overhead Strand
- - - Conduit
- Bloomington_Parcels
- Ⓡ Risers
- Ⓜ Address
- - - Other Jurisdiction
- Y Anchor
- ← Sidewalk
- Grids

All Flowerpots 12" DIA

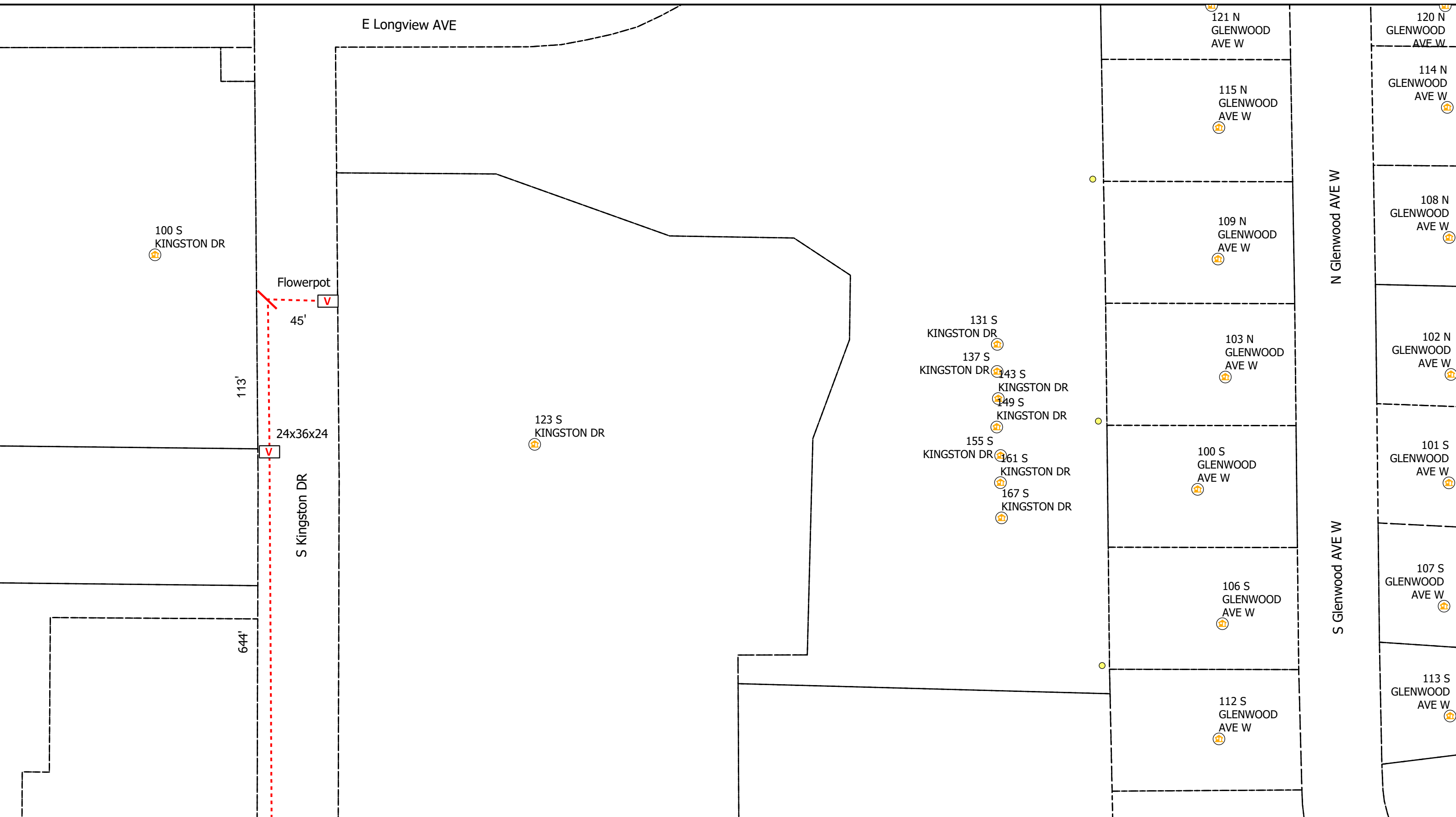


City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION

Print 4 of 11

E Longview AVE



Flowerpot

45'

113'

24x36x24

S Kingston DR

644'

123 S KINGSTON DR

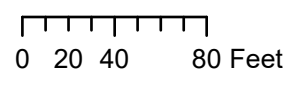
131 S KINGSTON DR
 137 S KINGSTON DR
 143 S KINGSTON DR
 149 S KINGSTON DR
 155 S KINGSTON DR
 161 S KINGSTON DR
 167 S KINGSTON DR

121 N GLENWOOD AVE W
 115 N GLENWOOD AVE W
 109 N GLENWOOD AVE W
 103 N GLENWOOD AVE W
 100 S GLENWOOD AVE W
 106 S GLENWOOD AVE W
 112 S GLENWOOD AVE W

120 N GLENWOOD AVE W
 114 N GLENWOOD AVE W
 108 N GLENWOOD AVE W
 102 N GLENWOOD AVE W
 101 S GLENWOOD AVE W
 107 S GLENWOOD AVE W
 113 S GLENWOOD AVE W

N Glenwood AVE W

S Glenwood AVE W



Legend

- Poles
- Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- Risers
- Address
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- Sidewalk
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All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION

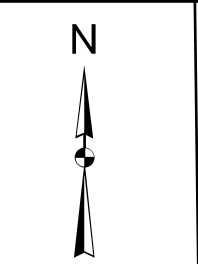




Legend

- Poles
- V Vaults
- Overhead Strand
- - - Conduit
- Bloomington_Parcels
- Ⓡ Risers
- Ⓜ Address
- - - Other Jurisdiction
- Y Anchor
- ← Sidewalk
- Grids

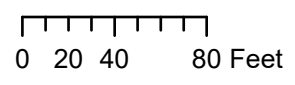
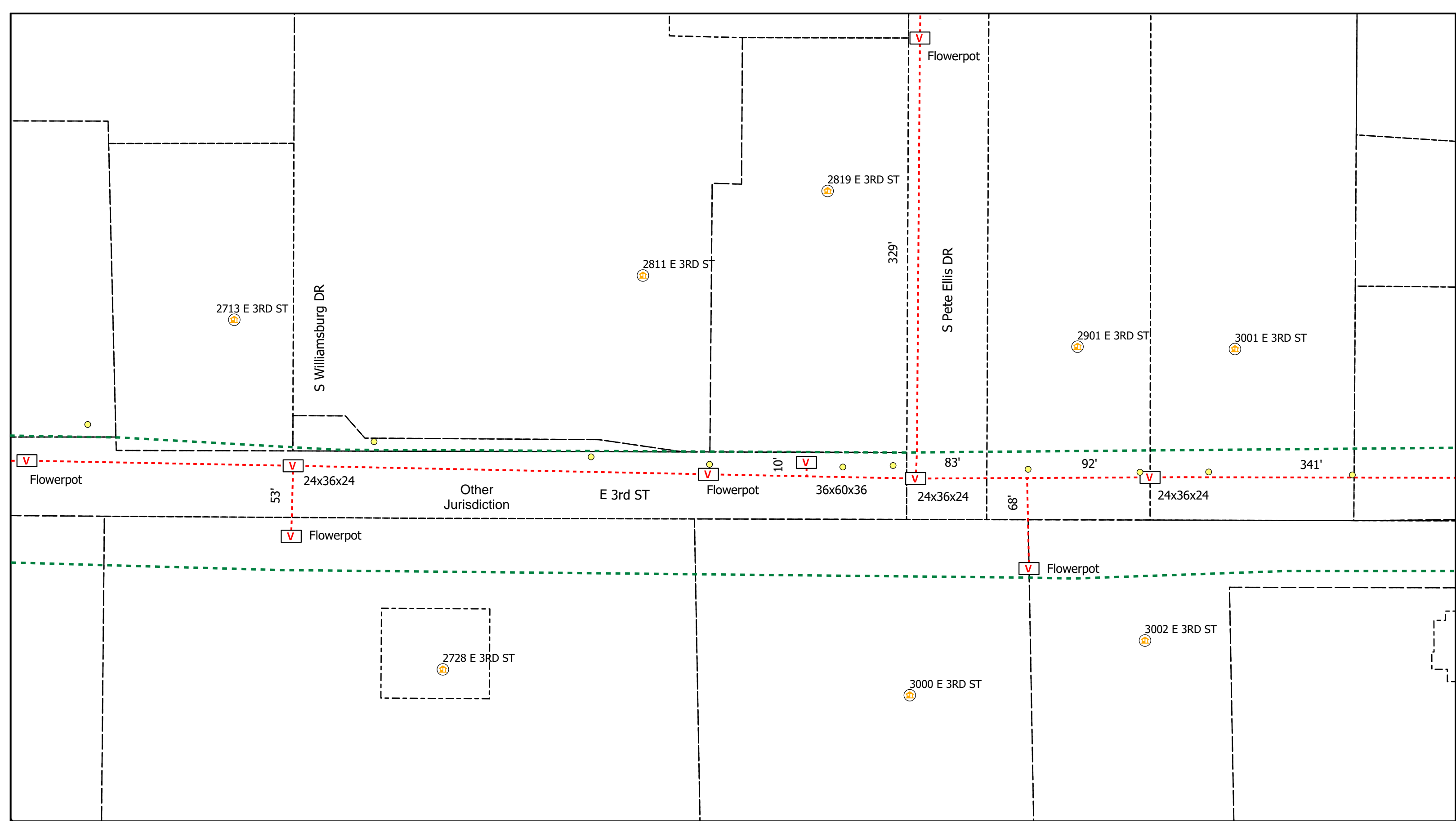
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION

Print 6 of 11



Legend

- Poles
- V Vaults
- Overhead Strand
- - - Conduit
- Bloomington_Parcels
- R Risers
- A Address
- - - Other Jurisdiction
- Y Anchor
- ← Sidewalk
- Grids

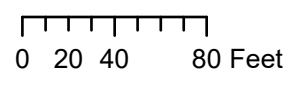
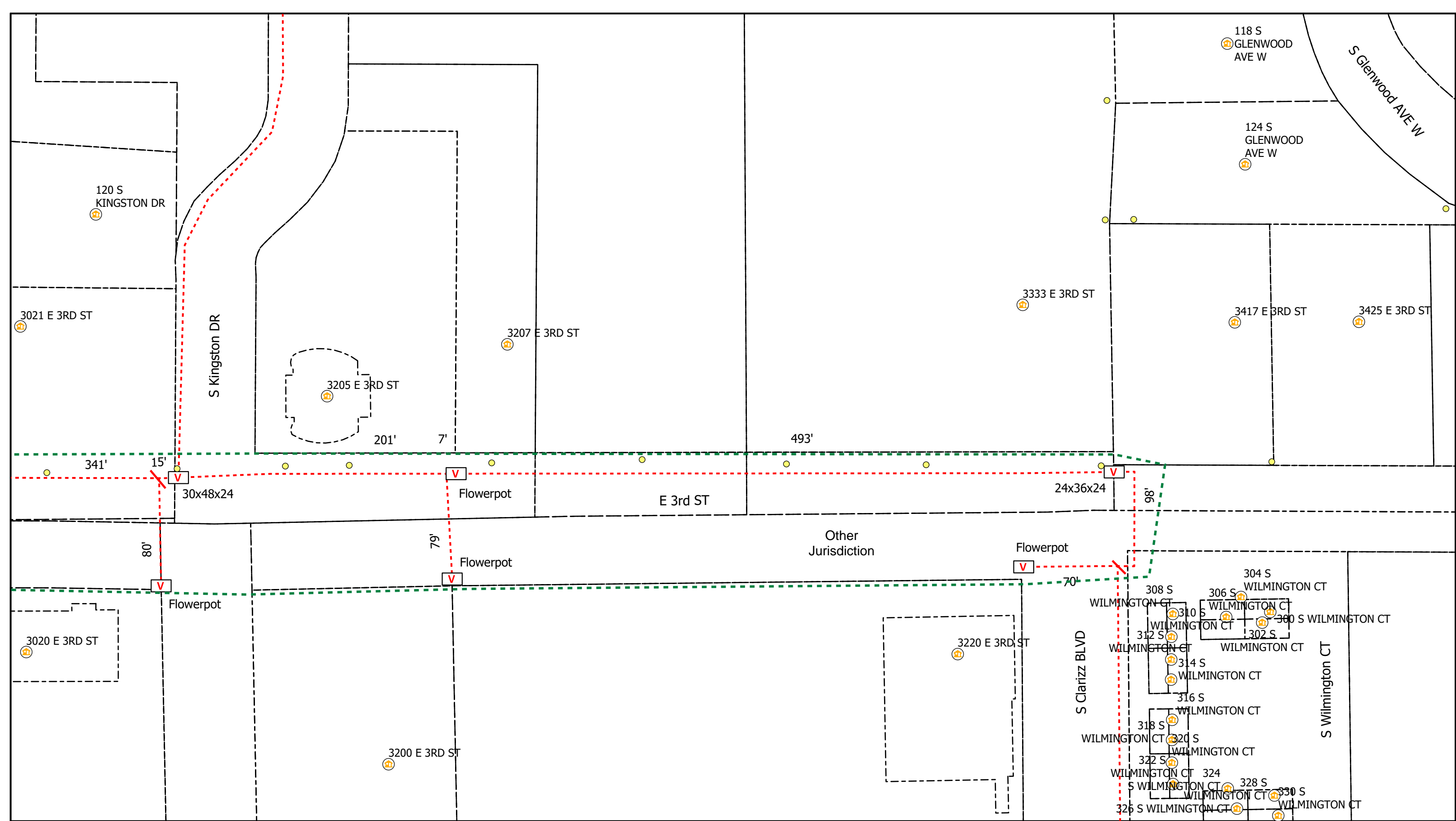
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- Risers
- Address
- Other Jurisdiction
- Anchor
- Sidewalk
- Grids

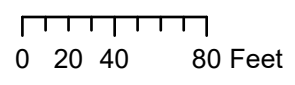
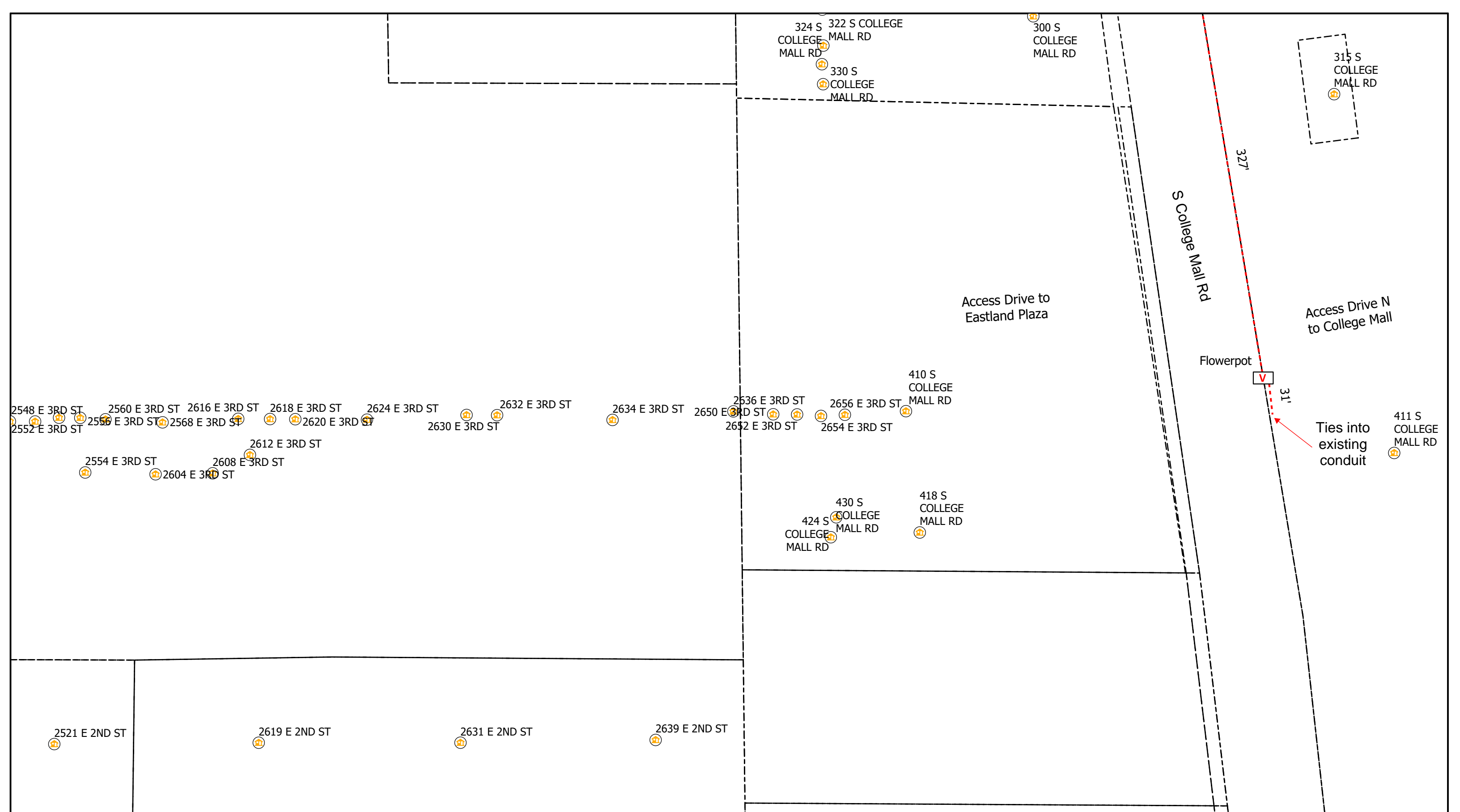
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- V Vaults
- Overhead Strand
- Conduit
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- Ⓜ Address
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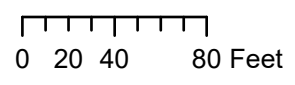
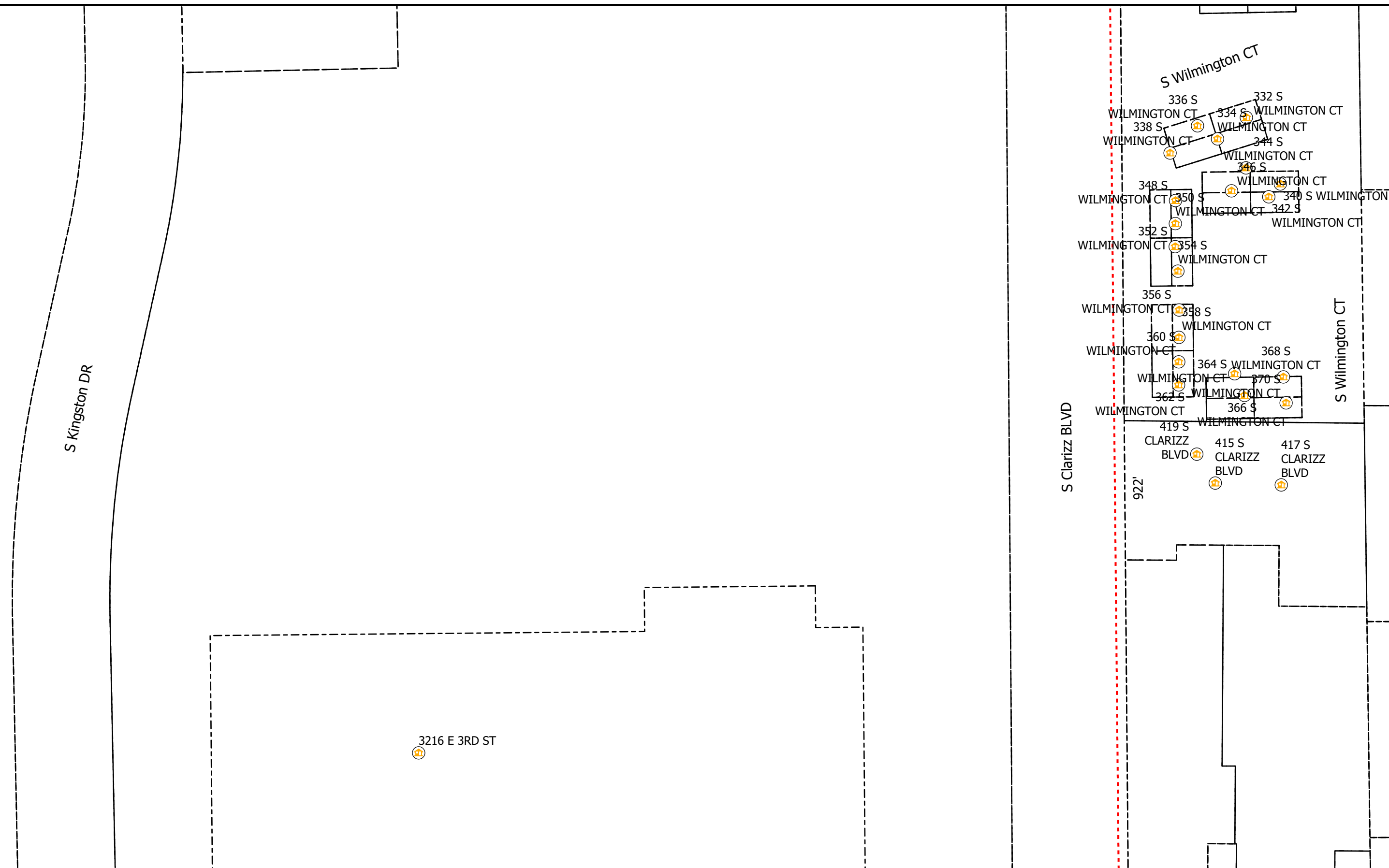
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
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- Conduit
- Bloomington_Parcels
- R Risers
- 11 Address
- Other Jurisdiction
- Anchor
- Sidewalk
- Grids

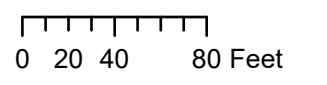
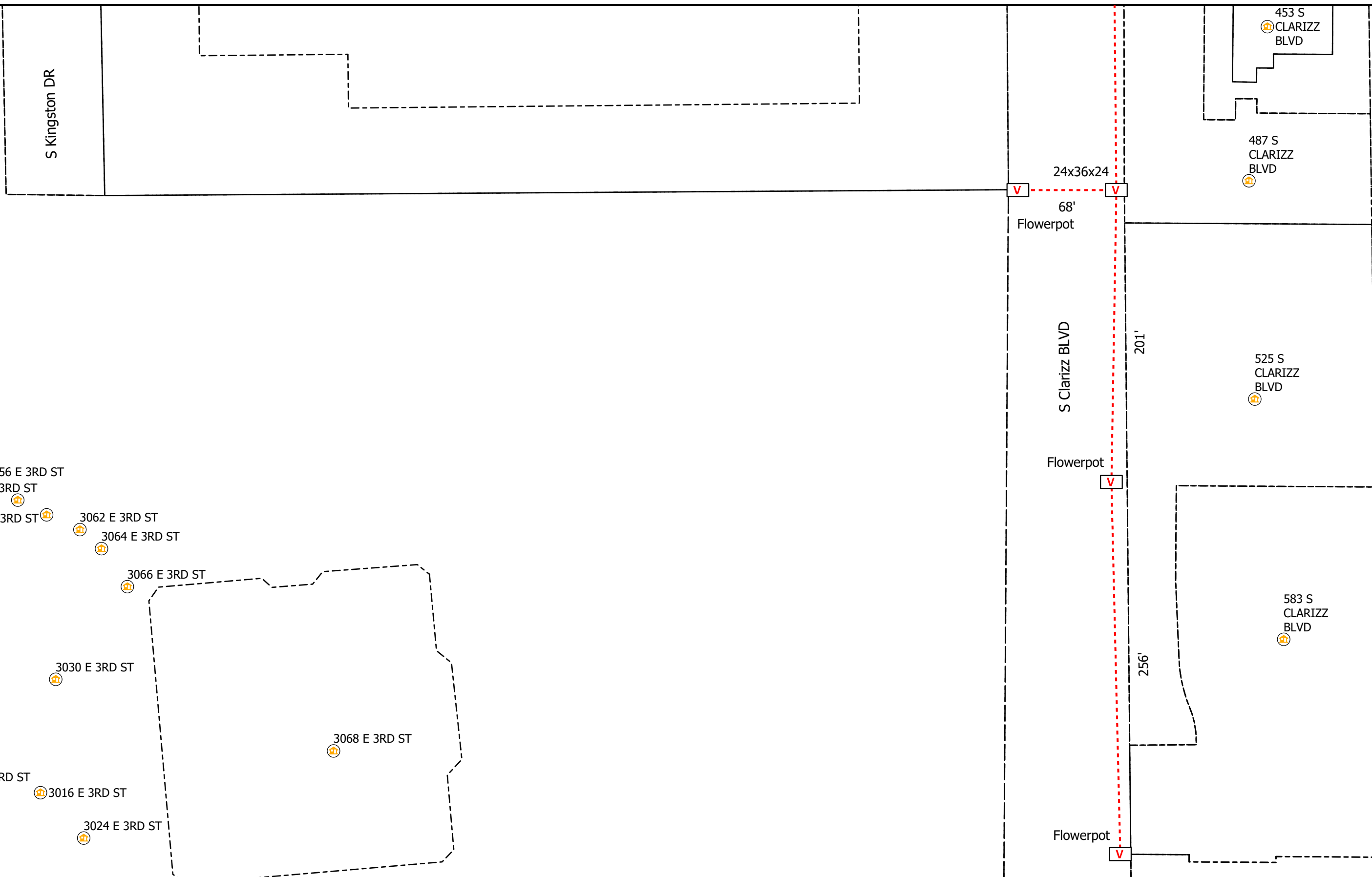
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

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All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

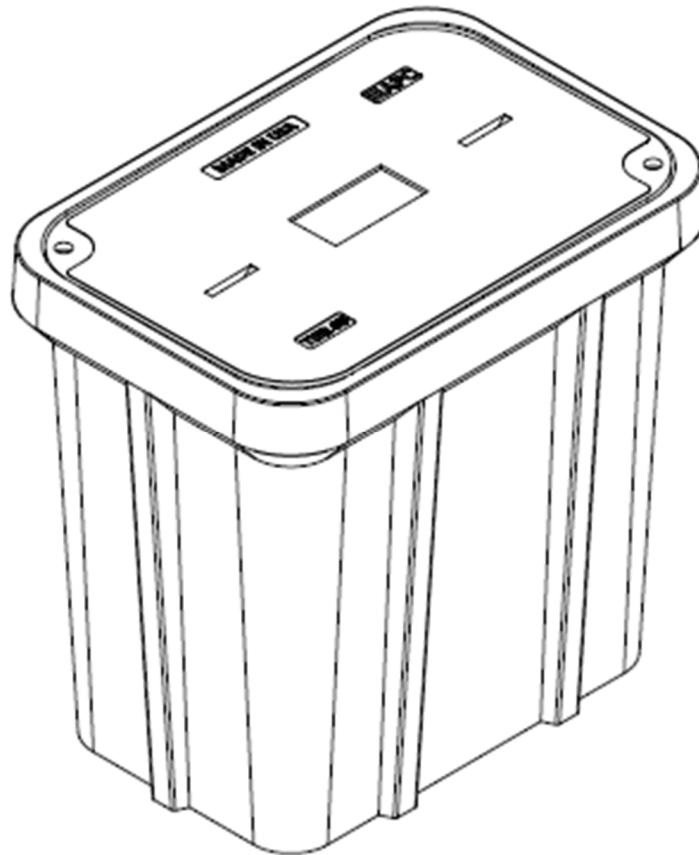
INI	BY	DATE	DESCRIPTION



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



AMERICAN POLYMER COMPANY



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

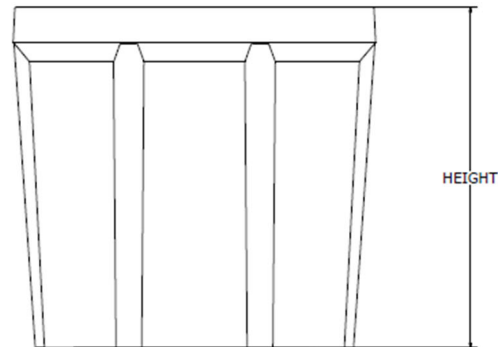
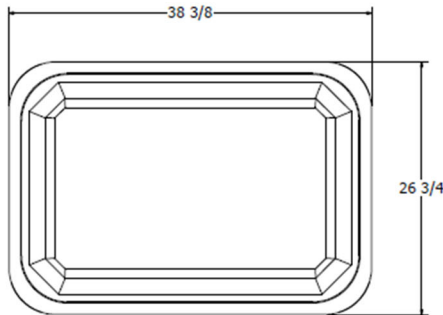
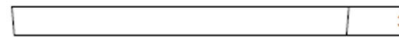
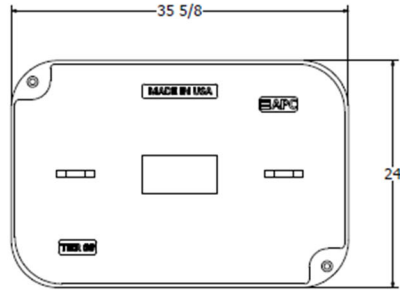


24"x36" PC UNIT, TIER 15/22

18", 24", 30", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	24"x36"x18"	Tier 22	P243618B22	165 lbs.
Replacement Box	24"x36"x24"	Tier 22	P243624B22	195 lbs.
Replacement Box	24"x36"x30"	Tier 22	P243630B22	225 lbs.
Replacement Box	24"x36"x36"	Tier 22	P243636B22	255 lbs.
Replacement Lids - T15	24"x36"	Tier 15	Various	170 lbs.
Replacement Lids - T22	24"x36"	Tier 22	Various	190 lbs.

Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread

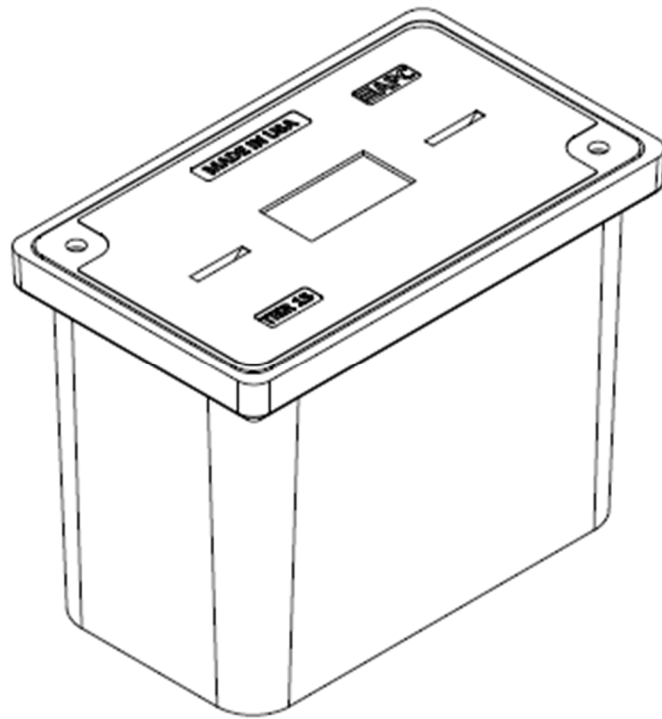


17"x30" PC UNIT, TIER 15/22

12", 18", 24", and 30" HEIGHT



AMERICAN POLYMER COMPANY



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

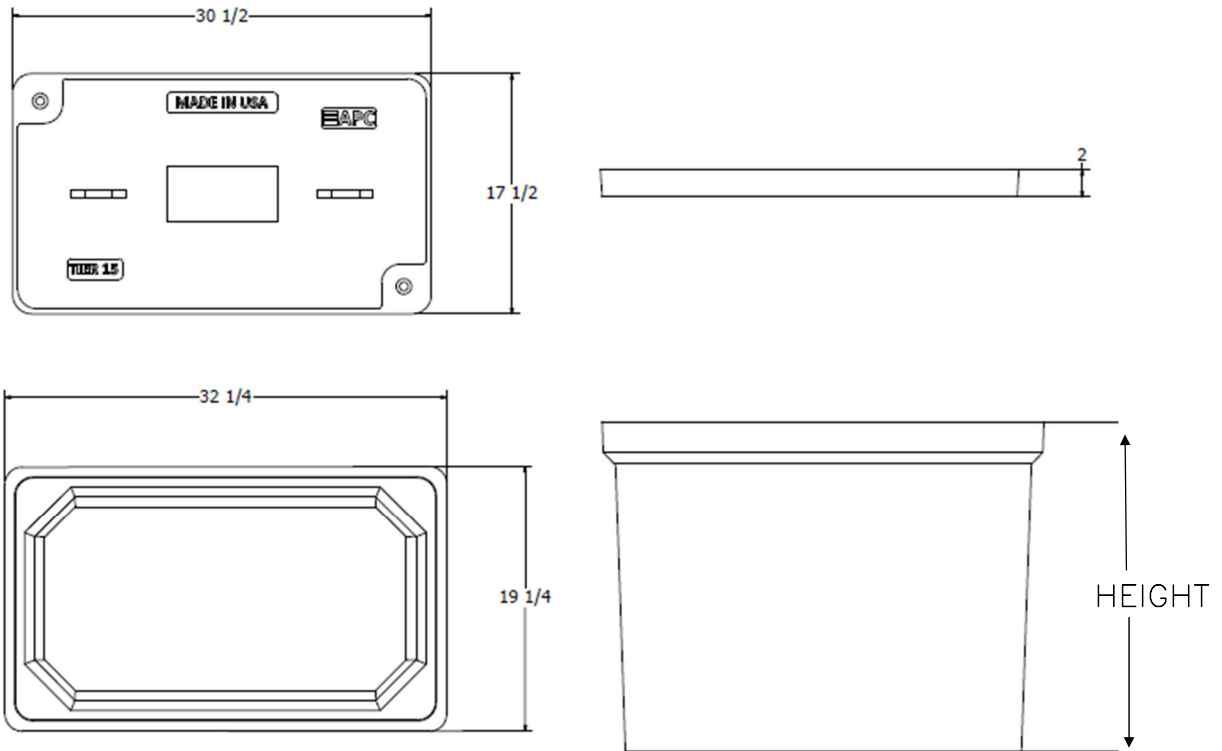


17"x30" PC UNIT, TIER 15/22

12", 18", 24", and 30" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	17"x30"x12"	Tier 22	P173012B22	66 lbs.
Replacement Box	17"x30"x18"	Tier 22	P173018B22	100 lbs.
Replacement Box	17"x30"x24"	Tier 22	P173024B22	120 lbs.
Replacement Box	17"x30"x30"	Tier 22	P173030B22	145 lbs.
Replacement Lids – T15	17"x30"	Tier 15	Various	72 lbs.
Replacement Lids – T22	17"x30"	Tier 22	Various	81 lbs.

Bolt options



Machine Thread



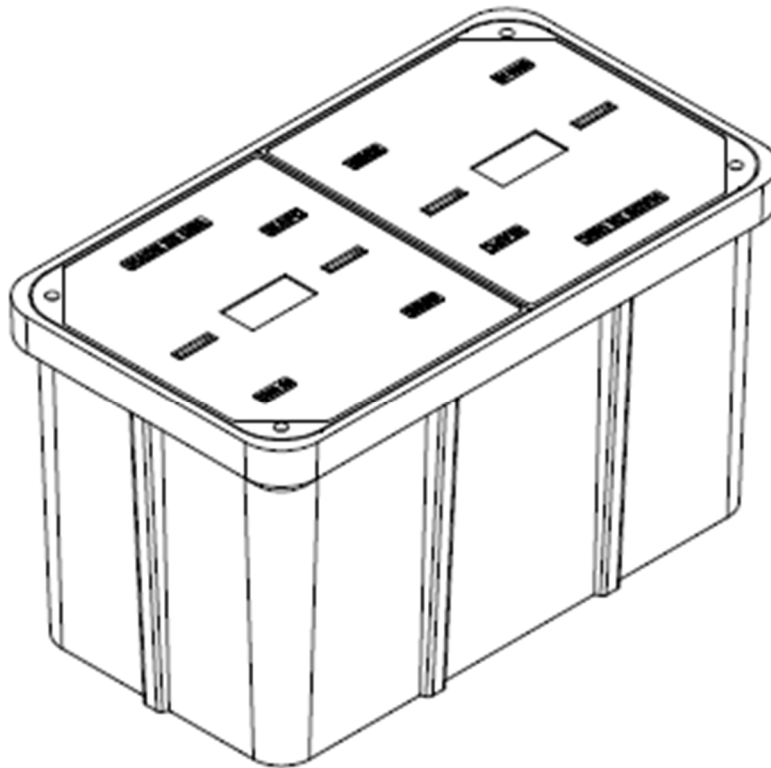
Auger Thread



33"x60" PC UNIT, 2PC TIER 15/22
36" HEIGHT



AMERICAN POLYMER COMPANY



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

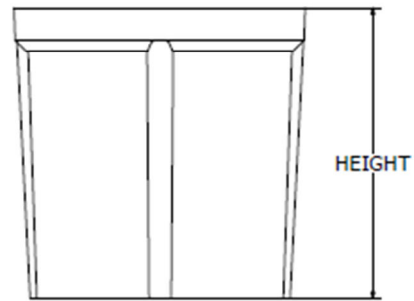
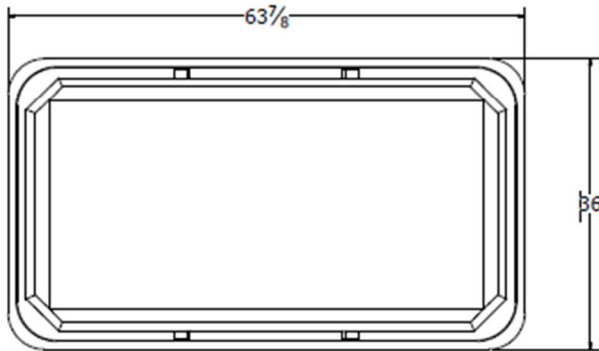
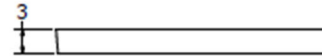


33"x60" PC UNIT, 2PC TIER 15/22

36" HEIGHT



AMERICAN POLYMER COMPANY



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

Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread



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

APPROVED/ACCEPTED BY:
ENGINEER, OWNER, or PRIME CONTRACTOR
 Check for Notice to Proceed.
BLC01b-F23_S College Mall Rd TCP1

Signature: _____

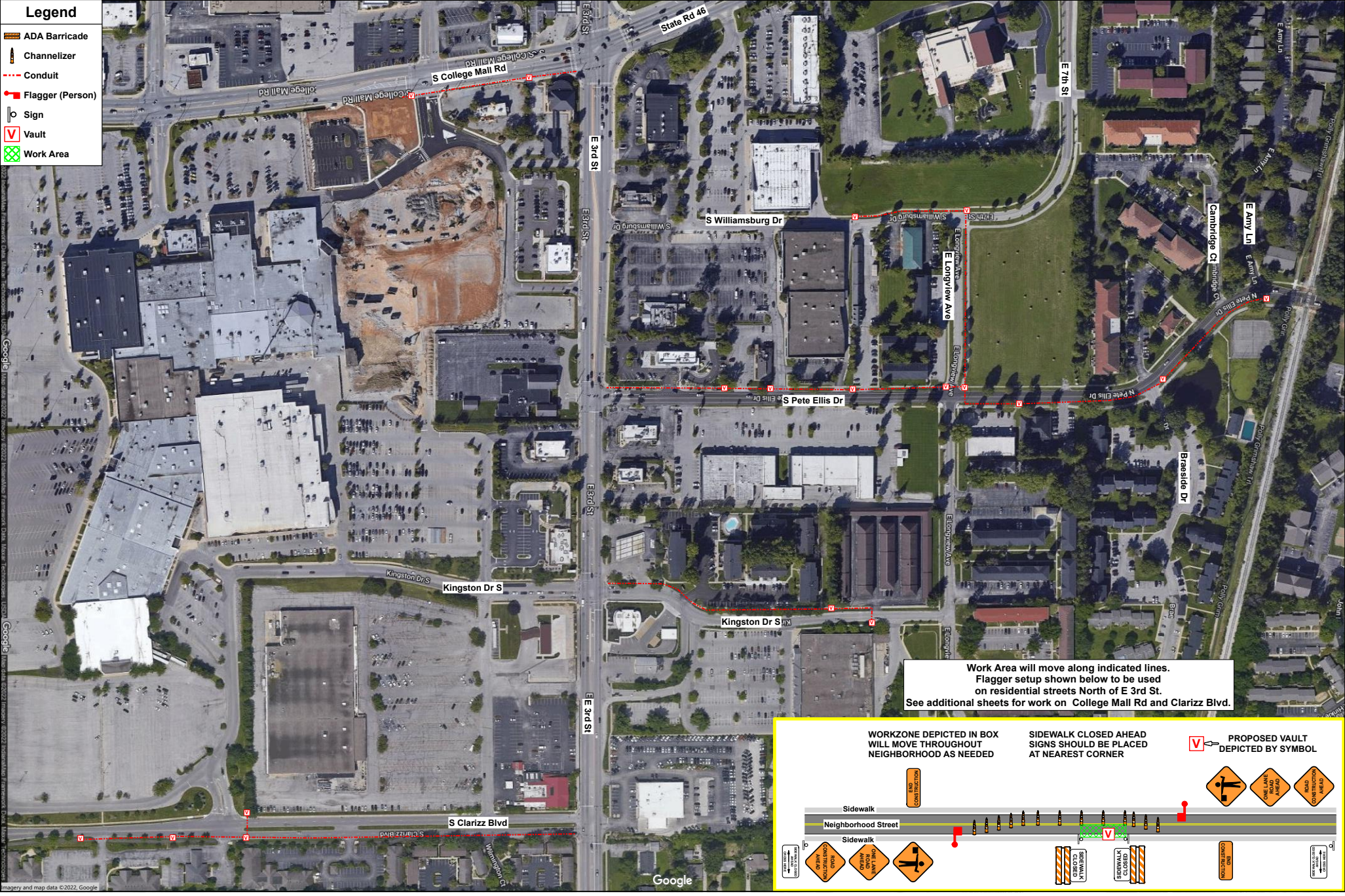
Company: _____

Road Runner
Safety Services, Inc.

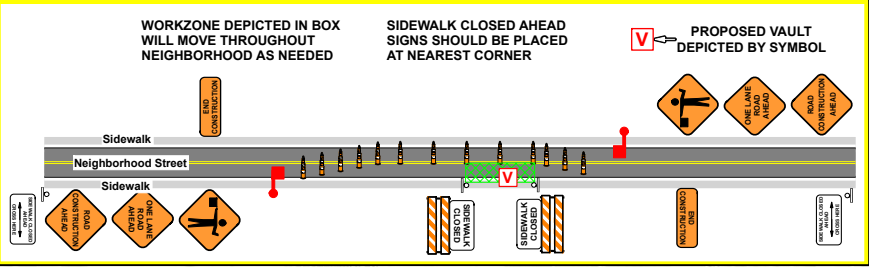
Date: 10/21/2022 Project: BLC01b-F23 S College Mall Rd TCP :
Traffic Control Suggestion For: AEG :
By: Road Runner Safety Services, Inc. : Nathan

Comments:
Drawing not to scale. Traffic control plan must be approved by an engineer. This is a suggestion only. Road Runners Safety Services, Inc. has no liability for this suggested traffic control plan. Actual placement and spacing of all traffic control devices will depend on field conditions and must conform to MUTCD standards.

- Legend**
- ADA Barricade
 - Channelizer
 - Conduit
 - Flagger (Person)
 - Sign
 - Vault
 - Work Area



Work Area will move along indicated lines. Flagger setup shown below to be used on residential streets North of E 3rd St. See additional sheets for work on College Mall Rd and Clariz Blvd.



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

APPROVED/ACCEPTED BY:
ENGINEER, OWNER, or PRIME CONTRACTOR
 Check for Notice to Proceed.
BLC01b-F23_S College Mall Rd TCP2

Signature: _____

Company: _____



Date: 10/21/2022 Project: BLC01b-F23_S College Mall Rd TCP2 :
: **Traffic Control Suggestion For:** AEG :
By: Road Runner Safety Services, Inc. : Nathan

Comments:
Drawing not to scale. Traffic control plan must be approved by an engineer. This is a suggestion only. Road Runners Safety Services, Inc. has no liability for this suggested traffic control plan. Actual placement and spacing of all traffic control devices will depend on field conditions and must conform to MUTCD standards.



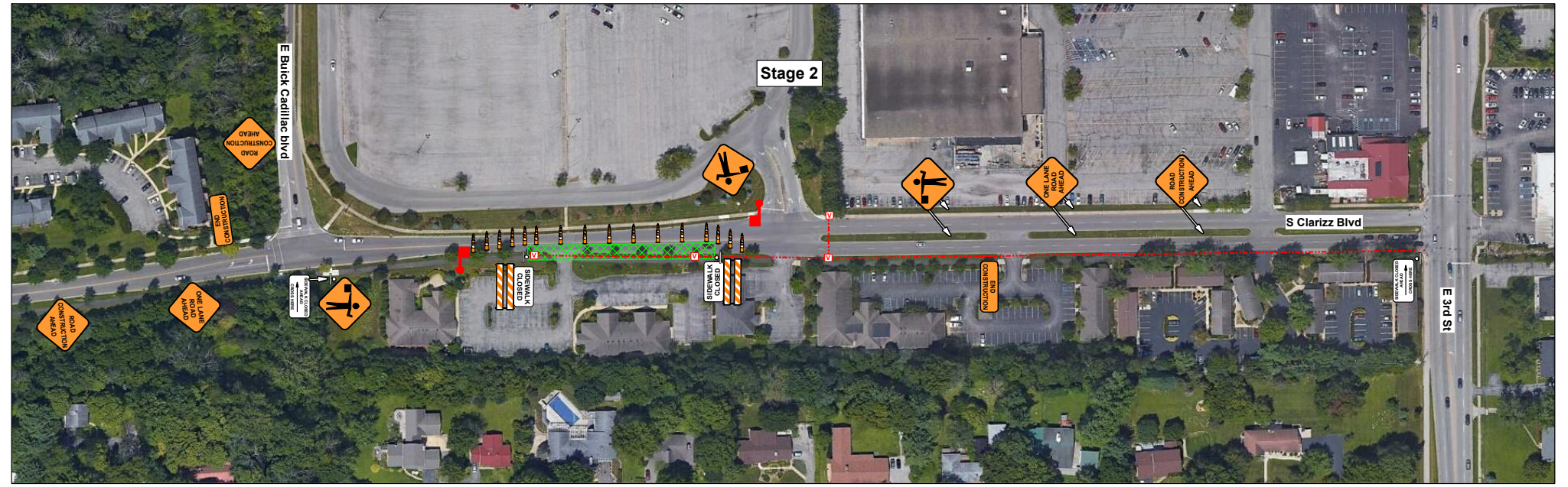
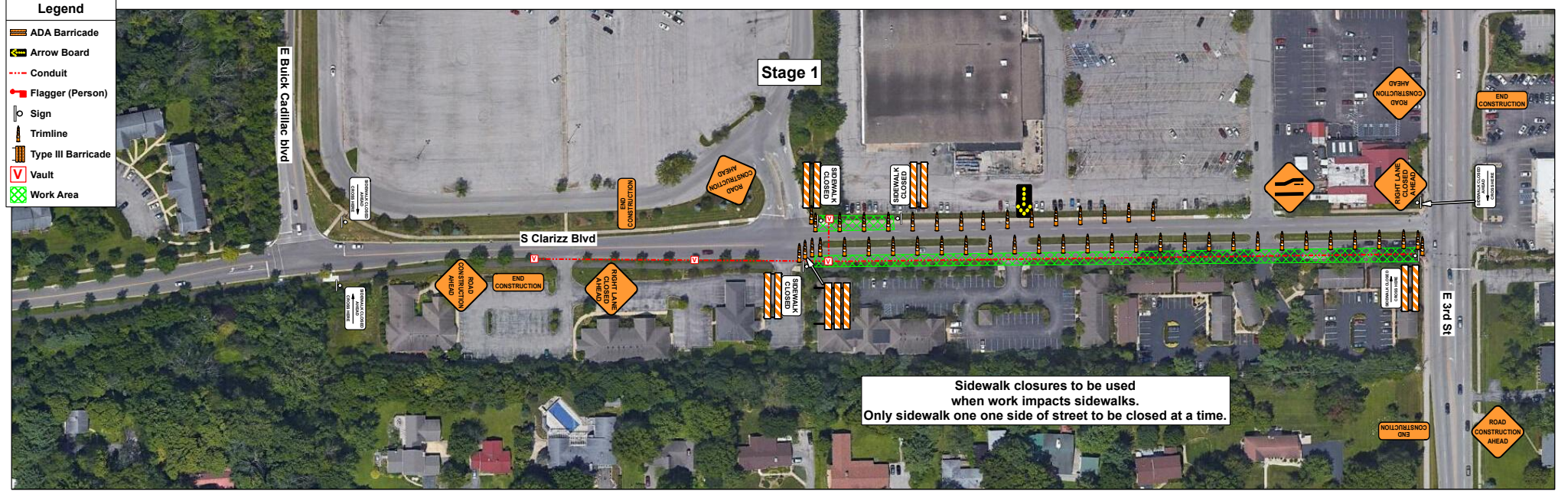
Spacing Charts Based on MUTCD		Must be Approved by an Engineer					
Speed (MPH) Prior To Road Work	SIGN SPACING, FT.		BUFFER SPACE, FT.	TAPER LENGTH, FT.		CHANNELIZING SPACING, FT.	
	Non-Divided Highways	Divided Highways	Length	Shoulder (10 ft Width)	Lane (12 ft Width)	Through Taper	Through Buffer/Work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

APPROVED/ACCEPTED BY:
ENGINEER, OWNER, or PRIME CONTRACTOR
 Check for Notice to Proceed.
BLC01b-F23_S_College Mall Rd TCP3

Signature: _____
Company: _____

Date: 10/21/2022 Project: BLC01b-F23_S College Mall Rd TCP3 :
: Traffic Control Suggestion For: AEG :
By: Road Runner Safety Services, Inc. : Nathan

Comments:
Drawing not to scale. Traffic control plan must be approved by an engineer. This is a suggestion only. Road Runners Safety Services, Inc. has no liability for this suggested traffic control plan. Actual placement and spacing of all traffic control devices will depend on field conditions and must conform to MUTCD standards.





Board of Public Works Staff Report

Project/Event: Award Construction Contract for the Henderson St Greenway Project
Petitioner/Representative: Engineering Department
Staff Representative: Sara Gomez, Project Manager
Date: 11/07/2022

Report: This project will construct a sidewalk, an alley apron, curb ramps, pavement markings, and signs on the west side of Henderson St Street from 2nd St to Smith Ave. This project is listed as a high priority bicycle network connection in the City's Transportation Plan. The project provides a connection for the east-west Smith/Hunter neighborhood greenway (currently it is not feasible for bicyclists to make this connection when travelling eastbound due to the one-way configuration of Henderson).

This project will be funded by ARPA 176-07-G21005-54310.

Maintenance of Traffic and Road Closure

The construction will be in 2023. The project will close northbound traffic on Henderson Street (from 2nd St to Smith Ave) and install a detour route that uses Lincoln St to 3rd St. The sidewalk on the east side of Henderson will remain open for the duration of construction. The project will run for 45 days and has a completion date of August 1st, 2023.

Bids

Bids were received at a Public Meeting on Thursday November 3rd, 2022. The Board has received the following 4 bids:

Rivertown Construction, LLC: \$193,994.54

E&B Paving, LLC: \$212,500.00

Milestone Contractors, LP: \$225,500.00

Crider & Crider, Inc.: \$346,772.25

With Rivertown Construction, LLC as the apparent lowest responsive and responsible bidder.

City of Bloomington Contract and Purchase Justification Form

Vendor: Rivertown Construction, LLC

\$193,994.54

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

PURCHASE INFORMATION

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

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

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

# of Submittals: 4	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

They are the apparent lowest responsive and responsible bidder.

Sara Gomez

Project Manager

Engineering

Print/Type Name

Print/Type Title

Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

ENGINEERING DEPARTMENT

AND

CONTRACTOR

FOR

Henderson St Street from 2nd St to Smith Ave

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for the installation of a sidewalk, an alley apron, curb ramps, pavement markings, and signs on the west side of Henderson St Street from 2nd St to Smith Ave. (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

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

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within forty-five (45) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

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

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

ARTICLE 3. COMPENSATION

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

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

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

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

4.04 **Withholding Funds for Completion of Contract** If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the

architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

5.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his or her

Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his or her Surety for his or her failure to complete the work in the time specified.

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

5.05 Insurance

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

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

C.	Commercial General Liability (Occurrence Basis) 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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 Non-Discrimination

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

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

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

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

workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington		Rivertown Construction, LLC
Attn: Sara Gomez		Attn: Keith Sanderson
P.O. Box 100 Suite 130		PO Box 444
Bloomington, Indiana 47402		Newburgh, IN 47629

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees’ Immigration Status

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

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

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

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

5.19 Drug Testing Plan

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

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Jennifer Lloyd, Vice President

Printed Name

Elizabeth Karon, Secretary

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

Henderson St Street from 2nd St to Smith Ave

This project shall include, but is not limited to, the installation of a sidewalk, an alley apron, curb ramps, pavement markings, and signs on the west side of Henderson St Street from 2nd St to Smith Ave.

ATTACHMENT 'B'

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

STATE OF INDIANA)
) SS:
COUNTY OF Warrick)

AFFIDAVIT

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

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

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.	N/A				
B.					
C.					
D.					
				Total	\$ _____

Method of Compliance (Specify) _____

 Date: November 2, 2022

Signature

Keith Sanderson

Printed Name

STATE OF INDIANA)
) SS:
 COUNTY OF Warrick)

Before me, a Notary Public in and for said County and State, personally appeared
Keith Sanderson and acknowledged the execution of the foregoing this
2nd day of November, 2022.

My Commission Expires: 09.19.2025

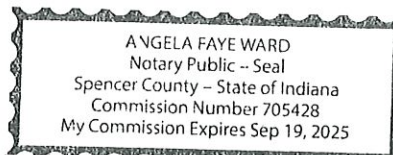
Angela F. Ward
 Signature of Notary Public

County of Residence: Spencer

Angela F. Ward
 Printed Name of Notary Public

Commission #: 705428

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



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

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF Warrick)

E-Verify AFFIDAVIT

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

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

Signature

Keith Sanderson

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF Warrick)

Before me, a Notary Public in and for said County and State, personally appeared Keith Sanderson and acknowledged the execution of the foregoing this 2nd day of November, 20 22.

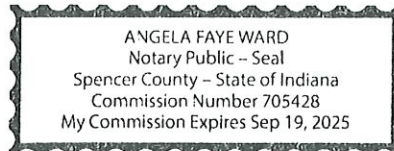
My Commission Expires: 09.19.2025

Angela F. Ward
Signature of Notary Public

County of Residence: Spencer

Angela F. Ward
Printed Name of Notary Public

My Commission #: 705428



ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)
) SS:

COUNTY OF Warrick)

AFFIDAVIT

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

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

Signature



Keith Sanderson

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF Warrick)

Before me, a Notary Public in and for said County and State, personally appeared Keith Sanderson
and acknowledged the execution of the foregoing this 2nd day of November, 2022.

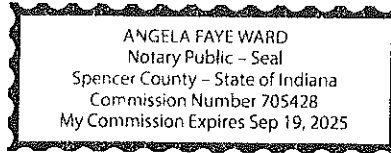
My Commission Expires: 09.19.2025

Angela F. Ward
Signature of Notary Public

County of Residence: Spencer

Angela F. Ward
Printed Name of Notary Public

My Commission #: 705428



QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. **SUBMITTED BY:**

Official Name of Firm: Rivertown Construction, LLC

Address: P.O. Box 444

Newburgh, IN 47629

2. **SUBMITTED TO:**

City of Bloomington

3. **SUBMITTED FOR:**

Rivertown Construction, LLC

Owner:

City of Bloomington

Project Name:

Henderson St from 2nd St to Smith Avenue

TYPE OF WORK:

Concrete

4. **CONTRACTOR'S CONTACT INFORMATION**

Contact Person: Keith Sanderson

Title: Vice President

Phone: 812-853-8122

Email: ksanderson@rivertownconcrete.com

5. **AFFILIATED COMPANIES:**

Name: Ragle Inc.
Address: 5266 Vann Road
Newburgh, IN 47629

6. **TYPE OF ORGANIZATION:**

SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

- President: _____

- Vice President(s): _____

- Treasurer: _____

- Secretary: _____

LIMITED LIABILITY COMPANY

State of Organization: Indiana

Date of Organization: 2/2006

Members: Keith Sanderson

Scott York

Jason Ragle

Samuel Ragle & Troy Ragle

JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

7. LICENSING

Jurisdiction: _____
Type of License: _____
License Number: _____
Jurisdiction: _____
Type of License: _____
License Number: _____

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____
Minority Business Enterprise: _____
Woman Owned Enterprise: _____
Small Business Enterprise: _____
Other (_____): _____

9. BONDING INFORMATION

Bonding Company: USI
Address: PO Box 900
Terre Haute, IN 47808
Bonding Agent: USI Insurance
Address: P.O. Box 900
Terre Haute, IN 47808
Contact Name: Tom Woodason
Phone: 812-232-0441
Aggregate Bonding Capacity: \$100,000,000.00
Available Bonding Capacity as of date of this submittal: \$50,000,000.00

10. FINANCIAL INFORMATION

Financial Institution: Krueger and Associates, CPS's LLC

Address: 8145 Newton Street
Jasper, IN 47546

Account Manager: Blake Krueger

Phone: 812-482-4454

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: Tom Redmon

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 300- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	<u>2021</u>	EMR	<u>0.59</u>
YEAR	<u>2020</u>	EMR	<u>0.81</u>
YEAR	<u>2019</u>	EMR	<u>0.81</u>
YEAR	<u>2018</u>	EMR	<u>0.79</u>
YEAR	<u>2017</u>	EMR	<u>0.87</u>

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	<u>2021</u>	TRFR	<u>0</u>
YEAR	<u>2020</u>	TRFR	<u>0</u>
YEAR	<u>2019</u>	TRFR	<u>0</u>
YEAR	<u>2018</u>	TRFR	<u>0</u>
YEAR	<u>2017</u>	TRFR	<u>2.19</u>

Total number of man-hours worked for the last 5 Years:

YEAR	<u>2021</u>	TOTAL NUMBER OF MAN-HOURS	<u>99,019</u>
YEAR	<u>2020</u>	TOTAL NUMBER OF MAN-HOURS	<u>89,461</u>
YEAR	<u>2019</u>	TOTAL NUMBER OF MAN-HOURS	<u>87,544</u>
YEAR	<u>2018</u>	TOTAL NUMBER OF MAN-HOURS	<u>82,547</u>
YEAR	<u>2017</u>	TOTAL NUMBER OF MAN-HOURS	<u>91,515</u>

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	<u>2021</u>	DART	<u>0</u>
YEAR	<u>2020</u>	DART	<u>0</u>
YEAR	<u>2019</u>	DART	<u>0</u>
YEAR	<u>2018</u>	DART	<u>0</u>
YEAR	<u>2017</u>	DART	<u>0</u>

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.



P.O. BOX 444
 NEWBURGH, IN 47629
 PHONE: (812) 853-9558 / FAX: (812) 853-9578


EMR Ratings

Date	Rating
10/1/2017	0.87
10/1/2018	0.79
10/1/2019	0.81
10/1/2020	0.81
10/1/2021	0.59

TRIR Rate History

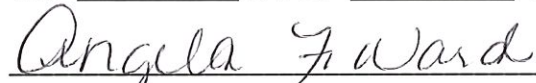
Year	Total Number of Deaths (G)	Cases with Days Away From Work (H)	Cases with Job Transfer or Restrictions (I)	Total Number of Other Recordables (J)	Total Number of Days Away From Work (K)	Total Number of Days of Job Transfer or Restriction (L)	Total Hours Worked	EMR	TRIR	DART
2017	0	0	0	1	0	0	91,515	0.87	.2.19	0
2018	0	0	0	0	0	0	82,547	0.79	0	0
2019	0	0	0	2	0	0	87,544	0.81	0	0
2020	0	0	0	0	0	0	89,461	0.81	0	0
2021	0	0	0	0	0	0	99,019	0.59	0	0

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Rivertown Contruction, LLC
BY: 
TITLE: Keith Sanderson
DATED: November 3, 2022

NOTARY ATTEST:

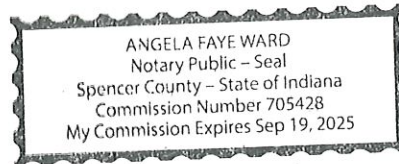
SUBSCRIBED AND SWORN TO BEFORE ME
THIS 3rd DAY OF November, 2022


NOTARY SIGNATURE

NOTARY PRINTED NAME: Angela F. Ward

NOTARY PUBLIC - STATE OF Indiana

MY COMMISSION EXPIRES: September 19, 2025



REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 6 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 12.
8. Additional items as pertinent.

INDIANA IRAN INVESTMENT CERTIFICATION

The State of Indiana enacted a law (IC 5-22-16.5) which requires all state agencies and political subdivisions to request certification from its contractors that the contractor is not engaged in investment activities in Iran as Chapter 16.5 defines those terms. This certification serves as notice that all contractors doing business with Steuben County, Indiana must, as a term of its contract, certify that the contractor does not engage in investment activities in Iran.

I, Keith Sanderson, the duly authorized representative of Rivertown Construction, LLC (name of contractor), certify under penalty of perjury that Rivertown Construction, LLC (name of contractor) does not engage in investment activities in Iran as those terms defined by IC5-22-16.5.

Rivertown Contruction, LLC

(name of contractor)

By: 

(signature of authorized representative)

Keith Sanderson

(printed name of authorized representative)

Date: November 3, 2022

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor): Rivertown Construction, LLC

By (Written Signature): 

(Printed Name): Keith Sanderson

(Title): Vice President

Important - Notary Signature and Seal Required in the Space Below

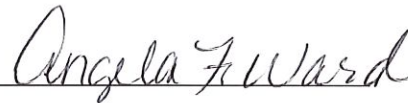
STATE OF Indiana

SS:

COUNTY OF Warrick

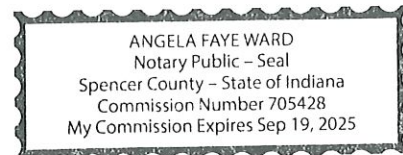
Subscribed and sworn to before me this 3rd day of November,
20 22.

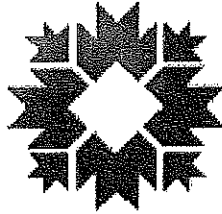
My commission expires: 09/19/2025

(Signed) 

a. Residing in Spencer

County, State of Indiana





**City of Bloomington
Human Rights Commission**

TO: Board of Public Works attn: Adam Wason

DATE: October 31, 2022

RE BIDS FOR: Henderson Greenway Project

DEADLINE: 11/ 3/2022

Dear Board Members:

I have reviewed the affirmative action plan for River Town Construction/Ragle, which is on file with the City Legal Department. I find the plan acceptable under the City of Bloomington Human Rights Ordinance and under the Contract Compliance Regulations. I will retain a copy of the plan in my files.

Sincerely,

A handwritten signature in black ink, appearing to read 'B. McKinney', written over a horizontal line.

Barbara E. McKinney
Director

Cc: File
Bidder

Updated January 1, 2022

To: Prospective Bidders/Vendors/Grant recipients

RE: Affirmative Action, Harassment Policy, Living Wage Ordinance and Drug Testing Policy

FROM: Barbara E. McKinney, Human Rights Director/ Contract Compliance Officer

AFFIRMATIVE ACTION: All bidders, vendors and grant recipients with the City of Bloomington for projects in excess of \$10,000.00 must submit an affirmative action plan to my office. This plan must insure applicants and employees are treated in a manner that provides equal employment opportunity and tends to eliminate inequality based upon race, religion, color, sex, national origin, ancestry, disability, sexual orientation, gender identity, veteran status and/or housing status.

Even if your company already has a plan on file with the City, you must check with me to make sure it complies with our current requirements, including having a workforce breakdown form that is no more than six months out of date. If you already have a plan, but it does not cover all of the City's current requirements, you may submit a separate supplement with your plan to bring it into compliance.

You must submit your written affirmative action plan (or supplement) to me **at least twenty-four hours** before the bid, quote or proposal deadline. You must submit your plan to me **separately** from your bid or quote. Twenty-four hours will give me sufficient time to review your and the other plans. I recommend you submit your affirmative action plan to me earlier, if possible, so you and I will have time to work out any problems that may be in your plan. Bidders who fail to submit acceptable plans by the deadline are subject to disqualification.

I strongly advise you to confirm with me that I have received your plan and that it meets our requirements well before the submittal deadline. We will make every effort to work with you to clear up any problems. However, it remains your responsibility to confirm that I have received your plan and that it complies with our requirements. If you fail to confirm that I received and approved your plan, you risk losing your eligibility to submit a bid or quote. We will be glad to provide a receipt upon request. Please let us know if you want a receipt when you submit your plan.

You must insure all of the required protected classes listed above are included in your plan. In addition to other requirements, your plan **MUST** include a current workforce breakdown, an internal grievance procedure, a non-retaliation statement, designation of a person by name or position who is responsible for implementing the plan, applicability to both applicants and employees, recruitment of minorities, equal access to training programs, a harassment policy, and an explanation of your methods of communicating the operations of your affirmative action plan to your employees and prospective applicants.

Accompanying this letter you will find the following materials:

1. A workforce breakdown form. You **MUST** submit a workforce breakdown form (sometimes called a "utilization report") with your affirmative action plan. This form is provided for your convenience. If you already have a current form you have completed for another jurisdiction that includes the same type of information, you may submit a copy of that form instead of using our form. Your workforce breakdown data cannot be more than six months old. Even if you already have an acceptable affirmative action plan on file

with my office, you should submit a new workforce breakdown each time you bid for a city contract, to be sure we have up-to-date figures. Or contact me to see if your breakdown is still current.

2. An affirmative action plan checklist. I will use this checklist to review your affirmative action plan. If you compare your plan with this list, you should be able to tell whether your plan fulfills the City's requirements. If your plan omits any elements on the checklist, your plan will not be approved.
3. A sample affirmative action plan that you may amend and adopt as your own.

These documents may be useful if your company has not designed an affirmative action plan before. Feel free to adopt this plan as your own or to amend it to meet your needs.

Additional materials, such as the City of Bloomington's Contract Compliance Regulations, are available from my office upon request.

HARASSMENT POLICY: All bidders and vendors required to submit an affirmative action plan must also submit a harassment plan. The harassment plan must, at minimum, include a definition of harassment, the name or title of the individual designated to receive and investigate complaints and a statement that the contractor will not retaliate against an employee for complaining about harassment. A model harassment policy is included for your convenience as part of our attached model affirmative action plan, which you may amend and adapt as your own.

LIVING WAGE: Also, please be aware that you may be required to comply with the Bloomington Living Wage Ordinance. Whether the LWO applies to your project depends upon the size and type of your project and the number of people you employ. If you have questions about the applicability of the LWO to your business call me. For 2022, the living wage for covered employees is \$14.01 an hour.

DRUG TEST POLICY: Finally, please be aware that if you are submitting a bid for a public works project with an estimated cost of \$150,000.00 or more, you will need to submit you company's written drug testing plan with your bid. Your plan must comply with I.C. 4-13-18-1. Failure to do so may make you ineligible to be awarded a bid or contract. Please see your bid packet for more details.

If you have any questions, contact me at 812.349.3429 or email me at mckinneb@bloomington.in.gov. My office hours are Monday through Friday, 8-5.

Thank you.

Model Affirmative Action Plan and Harassment Policy

River Town Construction, LLC

_____, declares its policy to provide equal opportunity in employment, training and advancement, and to administer its employment practices without regard to race, color, religion, sex, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, or housing status. Our policy of nondiscrimination will prevail throughout every aspect of our employment practices, including recruitment, hiring, training and all other terms and conditions of employment. We shall implement this affirmative action plan to make it widely known that equal employment opportunities are available on the basis of individual merit. We shall survey and analyze our employment workforce annually to determine what steps, if any, are needed to conform effectively to this equal employment policy.

Responsible Officer

Mr. or Ms. Joyce Moore (or the EEO officer) is the equal employment opportunity officer for our company and is responsible for implementing this affirmative action policy.

Publication of Policy

Our employees will be made aware of our commitment to affirmative action through the following procedures:

- o posting notices on employee bulletin boards,
- o including our policy statement and plan in our personnel manual,
- o regularly sending out notices of our policy in paycheck envelopes, and/or
- o training supervisors to recognize discriminatory practices.

We will make potential employees aware of our policy through the following procedures:

- o including the words "Equal Opportunity Employer" in all of our advertisements and notices for job openings,
- o notifying employment agencies about our commitment, and
- o sending notice of our policy to unions.

Implementing Our Policy

Our affirmative action plan will be implemented by widening our recruitment sources. We shall advertise in newspapers and other media that reach people in protected classes. We shall send job notices to schools with large percentages of students in the protected classes and to local groups that serve these classes.

We shall examine our hiring practices periodically to insure that we consider only job-related qualifications in filling our positions. We shall discard irrelevant educational requirements and unnecessary physical requirements. We shall ask only job-related questions on our employment applications.

We shall keep affirmative action information on each applicant who voluntarily provides this information, but separate from his or her application. We shall keep records on our hiring decisions to evaluate the success of our

affirmative action measures. We shall decide placement, duties, benefits, wages, training prospects, promotions, layoffs and terminations without regard to race, sex, religion, color, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status.

GRIEVANCE PROCEDURE

If an employee or applicant feels she or he has been discriminated against on the basis of race, sex, religion, color, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status, she or he may bring the complaint to her or his immediate supervisor. If the complaint is not resolved readily at that level, she or he may submit it to Keith Sanderson (personnel officer, corporate president, other) who will make a final decision on its validity. This grievance process does not preclude him or her from complaining to local, state or federal civil rights agencies. We will not retaliate against an employee or applicant for voicing a grievance or for filing a complaint with the appropriate agency.

Our current workforce breakdown is shown on the attached form.

Policy prohibiting harassment in the workplace

It is the policy of River Town Construction, LLC (company name) to maintain a workplace free of harassment on the basis of race, sex, color, ancestry, national origin, religion, disability, age, sexual orientation, gender identity, housing status or veteran status. Harassment, as defined herein, is strictly prohibited in the workplace, and is punishable by appropriate discipline up to and including termination.

Harassment means any unwelcome or offensive conduct, whether written, verbal or physical, which is

- (a) directed at or to an employee because of his or her actual or perceived race, sex, color, ancestry, national origin, religion, disability, age, sexual orientation, gender identity, housing status or veteran status or
- (b) directed toward any person concerning an individual, or a class of individuals, because of the race, sex, color, ancestry, national origin, religion, disability, age, sexual orientation, gender identity, housing status or veteran status of the individual or class of individuals. For example, racial or ethnic slurs or derogatory epithets are prohibited in the workplace, regardless of whether a member of the racial or ethnic group is present when the statement is made.

Harassment does not refer to occasional compliments or other statements of a socially acceptable nature.

Harassment refers to behavior which is unwelcome and which is offensive and/or persistent enough to create, or has the potential of creating an intimidating, hostile or offensive working environment for any employee.

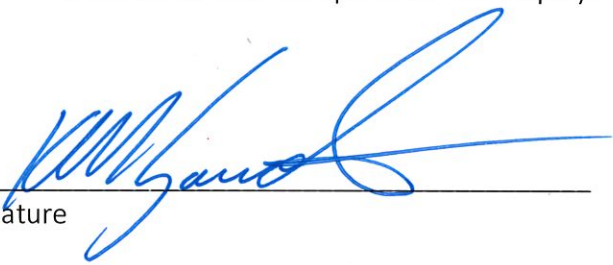
Harassment includes unwelcome sexual advances or requests for sexual favors, unwelcome touching of a sexual nature and unwelcome and/or offensive sexual comments.

2. This policy applies to all full-time, part-time, permanent and temporary employees, including supervisors and department heads, as well as to volunteers.
3. It is a violation of this policy to use an individual's submission to or rejection of harassing conduct as the basis for any employment decision affecting the individual.
4. An employee who believes she, he or they have been subjected to harassment as defined in this policy shall promptly report the harassment to her, his or their supervisor and/or the director of human

resources or designee. River Town Construction, LLC (company name) will make reasonable efforts to insure that a human resources representative of each sex is available to receive such complaints. The human resources department shall conduct a thorough and prompt investigation and, if appropriate, take disciplinary action against any offender, including but not limited to discharge. Staff will keep the complaint as confidential as reasonably possible. No one will be retaliated against for filing a harassment complaint.

5. All supervisory personnel who observe or otherwise learn of or have reason to suspect any conduct which may violate this policy shall promptly report such facts to the director of human resources or designee, and shall cooperate fully in any investigation or disciplinary action undertaken pursuant to this policy. Failure to comply with this section shall be grounds for appropriate disciplinary action, up to and including termination.

6. River Town Construction, LLC (company name) will provide regular training to employees and supervisors on the subject of harassment in the workplace. We will include information about this policy in our orientation and in our personnel policy. A copy of this policy will be posted on a prominent bulletin board. We take this matter seriously and will do all that is reasonably necessary to maintain a harassment-free workplace for our employees.



Signature

November 3, 2022

Date





Board of Public Works Staff Report

Project/Event: Change Order #1 for the Hopewell Phase I East Demolition Project

Petitioner/Representative: Engineering Department

Staff Representative: Matt Smethurst

Meeting Date: November 7, 2022

This project was awarded to Renascent Inc. The project included the demolition of existing houses and buildings on the Hopewell Phase I East Site.

Change Order #1 is for the removal of non-friable asbestos containing concrete blocks and the removal and disposal of deleterious materials under three buildings.

The original contract amount for the project was \$588,755.02. Change Order #1 would result in an increase to the contract of \$63,374.21. The new contract sum would be \$652,129.23.

This project is funded through Redevelopment Commission Resolution 22-10. The change order is contingent upon approval from the Redevelopment Commission.

City of Bloomington Contract and Purchase Justification Form

Vendor: Renascent, Inc.

Contract Amount: \$587,148.67

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

PURCHASE INFORMATION

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

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

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

of Submittals: 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 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"/>

Yes No

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

The two lowest bids were not responsive per Indiana State Code. The third lowest bid was then selected.

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

Renascent, Inc. was the lowest responsive and responsible bidder.

 Matt Smethurst

Print/Type Name

 Project Manager

Print/Type Title

 Engineering

Department



City of Bloomington, Indiana

Change Order Details

Hopewell Phase I East Demolition

Description	Demolition of the Hopewell Phase I East Site.
Prime Contractor	Renascent, Inc. 935 West Troy Avenue Indianapolis, IN 46225
Change Order	1
Status	Pending
Date Created	10/31/2022
Type	Other
Summary	Material Removal
Awarded Project Amount	\$588,755.02
Authorized Project Amount	\$588,755.02
Change Order Amount	\$63,374.21
Revised Project Amount	\$652,129.23

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0430	201-90788	LS	1.000	\$10,899.000	\$10,899.00
DEBRIS, REMOVE STRUCTURE NO.:					

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
0440	201-90788	LS	1.000	\$49,838.000	\$49,838.00
DEBRIS, REMOVE STRUCTURE NO.:					
0450	201-90788	LS	1.000	\$2,637.210	\$2,637.21
DEBRIS, REMOVE STRUCTURE NO.:					
3 items					Total: \$63,374.21

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

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



RENASCENT

Experts in Demolition™

935 W. Troy Ave. : Indianapolis, IN 46225
Toll-Free 844.321.DEMO (3366)
Office 317.783.1500 : Fax 317.783.4860
info@renascentinc.com : renascentinc.com

PCO-002 Removal and Disposal of Deleterious Material Under Parcel 9 SOG

September 28, 2022

City of Bloomington
401 N Morton
Bloomington, IN 47404

Attn: Matt Smethurst

RE: Hopewell Phase 1 – PCO-002; Removal and Disposal of Deleterious Material Under Parcel 9 SOG

Dear Mr. Smethurst,

This letter serves as our PCO Request (002) “Removal and Disposal of Deleterious Material in Parcel 9” for this project. Importing and placement of clean fill is included. The base bid included the demolition of the slab and foundations and the importing and placement of material to fill the voids. The base bid also assumed the existing fill was clean and could be reused. This PCO addresses the removal of deleterious material and importing and placement of clean engineering fill.

Proposed Change Order Value: \$ 49,838.00

Schedule Impact (Renasant Work Only)(Added Work Days): 4 days

If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

Anthony Larsen

Cc:
Accounting
Job file – 4222



RENASCENT

Experts in Demolition™

935 W. Troy Ave. : Indianapolis, IN 46225

Toll-Free 844.321.DEMO (3366)

Office 317.783.1500 : Fax 317.783.4860

info@renascentinc.com : renascentinc.com

PCO-003 Removal and Disposal of Deleterious Material in Basements 13 & 14

September 28, 2022

City of Bloomington
401 N Morton
Bloomington, IN 47404

Attn: Matt Smethurst

RE: Hopewell Phase 1 – PCO-003; Removal and Disposal of Deleterious Material in Basements 13 & 14

Dear Mr. Smethurst,

This letter serves as our PCO Request (003) “Removal and Disposal of Deleterious Material in Basements 13 & 14” for this project. Importing and placement of clean fill is included. The base bid included the demolition of the basement and the importing and placement of some fill. The base bid also assumed the exiting fill was clean and could be reused. This PCO addresses the removal of deleterious material and importing and placement of clean engineering fill.

Proposed Change Order Value: \$ 10,899.00

Schedule Impact (Renascent Work Only)(Added Work Days): 2 days

If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

Anthony Larsen

Cc:
Accounting
Job file – 4222



RENASCENT

Experts in Demolition™

935 W. Troy Ave. : Indianapolis, IN 46225

Toll-Free 844.321.DEMO (3366)

Office 317.783.1500 : Fax 317.783.4860

info@renascentinc.com : renascentinc.com

September 23, 2022

Attn: Matt Smethurst

RE: Removal of non-friable Asbestos containing concrete block

Dear Mr Smethurst,

This letter serves as our PCO Request (001) for the "Removal of non-friable Asbestos containing concrete block". The concrete block was discovered during demolition of the structure at 321 W 2nd st. Attached are the landfill waste manifests and scale tickets.

Proposed Change Order Value: \$ 2,637.21

If you have any questions, please do not hesitate to contact me.

Best Regards,

Project Manager

Cc:

Accounting

Job file – 0000

Cost Breakdown

Contract Hopewell - Non-friable Asbestos removal from 321 W 2nd st

A	B	C
	DESCRIPTION OF WORK	UNIT VALUE
	Removal and disposal of ACM	
	Trucking @ 4HRS	\$480.00
	Disposal Cost Truck #1 @ \$45.00/TN	\$937.80
	Disposal Cost Truck #2 @ \$45.00/TN	\$706.05
	Operator - 1 hr	\$69.70
	Equipment - 1 hr	\$252.62
	Credit for Clean fill loads	-\$90.00
	Renascent Markup = 10%	\$254.93
	Bond Cost ADD	\$26.11
	GRAND TOTALS	\$2,637.21

RUMPKE MEDORA LANDFILL
546 SOUTH COUNTY 870 WEST
812-966-2017
MEDORA IN 47260

9/21/2022
8:52:49

Ticket #: 546798
Scale ID : MED

SoftPak ID : 62 0100218 ²¹⁷ ~~218~~ 260
Vehicle ID : YOUNG49
Account No : 62100218
Acct Name : CITY OF BLOOMINGTON
Cntr ID :
Capacity :
Gross Wght : 69300 (Weight of FULL Truck)
Tare Wght : 27620 (Weight of EMPTY Truck)
Net Wght : 41680 (Weight of LOAD)

Note : COTY

Mat.ID	Description	%	Tonnage	Municipality/County
1: 14	NONFRI ASBESTOS-EX	100	20.840	MONROE,IN
			<u>20.840</u>	

Signature : _____

RUMPKE MEDORA LANDFILL
546 SOUTH COUNTY 870 WEST
812-966-2017
MEDORA IN 47260

9/21/2022
9:38:45

Ticket #: 546804
Scale ID : MED

SoftPak ID : 62 0100²⁶⁰~~247~~
Vehicle ID : CW792
Account No : 62100247
Acct Name : RENASCENT
Cntr ID :
Capacity :
Gross Wght : 63140 (Weight of FULL Truck)
Tare Wght : 31760 (Weight of EMPTY Truck)
Net Wght : 31380 (Weight of LOAD)

Note : LEE

Mat.ID	Description	%	Tonnage	Municipality/County
1: 14	NONFRI ASBESTOS-EX	100	15.690	MONROE,IN
			<u>15.690</u>	

Signature : _____

69300



NON-REGULATED ASBESTOS WASTE MANIFEST

Note: This form may **NOT** be utilized for shipment of regulated asbestos containing material

GENERATOR				
Generator Name	City of Bloomington		Tel. No.	
Address	401 N Morton St, Bloomington, IN			
Generating Location	321 W 2nd st, Bloomington IN			
Disposal Site Name	Rumpke Medora Landfill		Tel. No. 812- 966-2017	
Disposal Site Address	546 S County Road 870 W Medora IN 47260			
Waste Description	Containers		Amount	
	No.	Type	Total Quantity	Units
Non-friable asbestos water proofing on cmu block	1	Trailer	18	YDS
Special Handling and/or Additional Information NONE				
Generator Certification: I certify the above named material is NOT subject to regulation as "regulated asbestos containing material" under NESHAP and/or applicable state and local regulations.				
Print/Type Name	Signature		Shipment Date	
Anthony Larsen	<i>Anthony Larsen</i>			
TRANSPORTER				
Transporter 1		Transporter 2		
Name of Transporter	Young Trucking Inc		Name of Transporter	
Address	Unionville, IN.		Address	
Driver Name	Cody VANOSDO		Driver Name	
Truck No. 49	Telephone No.	812-382-0403		
I hereby certify that the above named material was transported from the above listed location.		I hereby certify that the above named material was transported from the above listed location.		
Signature	Date	Signature	Date	
<i>[Signature]</i>	9-21-22			
DISPOSAL SITE				
Site Name	Rumpke Medora Landfill			
Address	546 S County Road 870 W Medora IN 47260		Telephone No. 812-966-2017	
Discrepancies:				
I hereby certify the above named material has been accepted and to the best of my knowledge the foregoing is true and accurate.				
Print Name	Signature		Receipt Date	
<i>[Signature]</i>	<i>[Signature]</i>		9-24-22	



NON-REGULATED ASBESTOS WASTE MANIFEST

Note: This form may NOT be utilized for shipment of regulated asbestos containing material

GENERATOR	
Generator Name City of Bloomington	Tel. No.
Address 401 N Morton St, Bloomington, IN	
Generating Location 321 W 2nd st, Bloomington IN	
Disposal Site Name Rumpke Medora Landfill	Tel. No. 812- 966-2017
Disposal Site Address 546 S County Road 870 W Medora IN 47260	

Waste Description	Containers		Amount	
	No.	Type	Total Quantity	Units
Non-friable asbestos water proofing on cmu block	1	Trailer	18	YDS

Special Handling and/or Additional Information
NONE

Generator Certification: I certify the above named material is NOT subject to regulation as "regulated asbestos containing material" under NESHAP and/or applicable state and local regulations.

Print/Type Name: Anthony Larsen Signature: *Anthony Larsen* Shipment Date: _____

TRANSPORTER			
Transporter 1		Transporter 2	
Name of Transporter <i>Construction Waste</i>		Name of Transporter	
Address <i>935 W Troy Indiana</i>		Address	
Driver Name <i>Lee Green</i>		Driver Name	
Truck No. <i>282</i>	Telephone No. <i>317-783-1500</i>	Truck No.	Telephone No.
I hereby certify that the above named material was transported from the above listed location. Signature: <i>Lee Green</i> Date: <i>9/21/22</i>		I hereby certify that the above named material was transported from the above listed location. Signature _____ Date _____	

DISPOSAL SITE	
Site Name Rumpke Medora Landfill	
Address 546 S County Road 870 W Medora IN 47260	Telephone No. 812-966-2017

Discrepancies:

I hereby certify the above named material has been accepted and to the best of my knowledge the foregoing is true and accurate.

Print Name: *[Signature]* Signature: *[Signature]* Receipt Date: *9-21-22*

63140



Board of Public Works Staff Report

Project/Event: Approval of Preliminary Engineering Contract with Shrewsberry & Associated, LLC

Petitioner/Representative: Engineering Department

Staff Representative: Patrick Dierkes, Project Engineer

Date: 11/7/2022

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. Shrewsberry was selected to design this project from a competitive RFI process in which their response received the highest score out of six responses.

As the project developed through design additional services were needed for retaining wall design, security & surveillance, irrigation and lighting. The project was also required to go through a significant redesign as a result of negotiations with City Council regarding the required alley vacations for the project. The addition of alleys and change in the lot configuration required a near complete design of the sanitary sewer, water distribution and storm sewer systems.

The original contract was for an amount not to exceed of One Million, Forty-Eight Thousand, Eight Hundred Eighty Dollars (\$1,048,880.00). After adjusting for unused allowances the proposed addendum will increase the contract by Thirty-Five Thousand, Six Hundred Thirty-Seven Dollars (\$35,637) resulting in a new not to exceed amount of One Million, Eighty-Four Thousand, Five Hundred Seventeen Dollars (\$1,084,517).

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	Pending – RDC Approval	11/07/2022
Design Services Contract	Approved	6/8/2021
Design Services Contract – Add. #1	Current Item	11/7/2022
ROW Services Contract	Approved	6/8/2021
Public Need Resolution	N/A	--
Construction Inspection Contract	Approved	7/5/2022
Construction Contract	Future	Dec. 2022

City of Bloomington Contract and Purchase Justification Form

Vendor: Shrewsberry & Associates, LLC

Contract Amount: \$1,084,517.00

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.

	Yes	No	Yes	No
# of Submittals: 6			Was the lowest cost selected? (If no, please state below why it was not.)	<input type="checkbox"/> <input checked="" type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	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.	
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:

Shrewsberry was selected to design this project from a competitive RFI process in which their response received the highest score out of six responses.

Patrick Dierkes

Project Engineer

Engineering

Print/Type Name

Print/Type Title

Department

11/03/2022

Patrick Dierkes, PE
Engineering Department – City of Bloomington
Bloomington, IN 47404

Sent via email to Patrick.dierkes@bloomington.in.gov

**RE: REVISED REQUEST FOR SUPPLEMENTAL CONTRACT AGREEMENT
HOPEWELL SUBDIVISION PROJECT, PHASE 1 EAST
SHREWSBERRY PROJECT No. 21-0049**

Dear Patrick,

Please accept this letter as request for an amendment to our professional design services contract to provide a Supplemental Contract Agreement.

Available funds in our existing contract:

1. Geotechnical Allowance:
 - a. Amount in Contract: \$15,000
 - b. Used: \$8,950
 - c. **AVAILABLE:** **\$6,050**

2. Unused Hours in Admin. Phase
 - a. Items that were not provided: Attendance at DRC meetings, neighborhood meetings, and other public update meetings:
 - b. **Total in Contract:** **\$4,253**

3. 2nd Street Scope:
 - a. Items that were not provided: Create typical cross-sections, create a preliminary horizontal alignment, create a preliminary profile grade, cut preliminary cross-sections.
 - b. **Total in Contract:** **\$10,650**

4. REA Construction Admin Services:
 - a. These services have been moved to their CA Services agreement.
 - b. **Total in Contract:** **\$34,400**

Total available funds in Existing Contract: **\$55,353**

Additional Fee Summaries:

5. Fee for REA's specialty subconsultant to provide structural engineering and site lighting design outside of the "greenway" improvements: \$7,000.00 lump sum.
6. Fee for Security and Surveillance system design as requested by the city Parks Department. These services were not included in the original design contract. \$6,500 lump sum.
7. Fee for REA's specialty subconsultant to provide additional irrigation design outside of the "greenway" improvements: \$1,850.00 lump sum

8. Fee for REA's specialty subconsultant to provide parking lot lighting design for the Centerstone parking lot: \$3,500 lump sum.
9. Fee for REA's fountain specialty subconsultant to provide stamped and signed construction documents: \$6,620 lump sum.
10. Fee for Bynum Fanyo to provide additional services for the new Primary Plat: 26 hours at \$95 per hour: \$2,470 lump sum.
11. Fee for Bynum Fanyo to update the topo survey after the completion of the demolition phase: \$3,800 lump sum.
12. Fees for Shrewsberry to redesign the utilities and grading to provide for the following. \$59,250 lump sum.
 - a. Develop and submit a revised subdivision plat to provide alleyways on and through the developable lots.
 - b. Redesign the sanitary sewer system in order to provide gravity sewer service to the lots in the revised plat.
 - c. Redesign the water mains in order to provide water service to the lots in the revised plat.
 - d. Redesign the storm water drainage system to provide access to drainage facilities to the lots in the revised plat. This item includes the following:
 - i. Changes in system layout to serve the new lots.
 - ii. Changes in the detention facilities caused by the revised lot layout.
 - iii. Changes in the post-construction water quality devices caused by the revised lot layout.
 - e. Design of the three (3) new alleys.
 - f. Updating the grading of the developable lots.

Total Requested Additional Items: **\$90,990**

Net Contract Increase: \$35,637

Please feel free to contact me at your convenience if you need additional information or would like to discuss this project further.

Respectfully submitted,

SHREWSBERRY & ASSOCIATES, LLC



Matthew D. Wallace, PE, LEED AD
Senior Engineer Project Manager

Encl: Manhour Justification Spreadsheet

cc: Zach Berninger – Shrewsberry
file

**ADDENDUM TO AGREEMENT FOR CONSULTING SERVICES
FOR THE BLOOMINGTON HOSPITAL RE-USE INFRASTRUCTURE & SITE ENGINEERING
WITH SHREWSBERRY & ASSOCIATES, LLC**

This Addendum supplements the Agreement for Consulting Services with Shrewsberry & Associates, LLC (“Agreement”) for the Bloomington Hospital Re-Use (BHRU) Infrastructure & Site Engineering – Phase 1 East Project which was entered into on June 8, 2021, as follows:

1. **See Scope of Engineering Services**: Exhibit A of the Agreement describes the tasks to be provided by Shrewsberry & Associates, LLC, during this Project. Exhibit A is hereby amended to include the following additional tasks:
 - a. Provide additional structural engineering and site light design outside of the “greenway” improvements.
 - b. Provide security and surveillance system design as requested and directed by the city Parks Department
 - c. Provide additional irrigation design for Madison Street outside of the “greenway” improvements.
 - d. Provide parking lot lighting design for the Centerstone parking lot.
 - e. Provide stamped and signed drawings for the fountain water feature.
 - f. Design and file a new Primary Plat.
 - g. Provide an updated topographic survey upon completion of the building demolition phase.
 - h. Redesign the sanitary sewer system, water distribution system, and storm sewer system to serve the lots in the revised plat.
 - i. Design three (3) new alleys and update the grading of the developable lots.
2. **See Article 4. Compensation and Exhibit B Compensation**: The City shall pay Shrewsberry & Associates, LLC, an amount not to exceed \$35,637 for the additional Engineering Services. The not to exceed amount for the entire project shall be \$1,084,517.
3. In all other aspects, the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed on the day and year last written below.

OWNER

Kyla Cox Deckard
President, Board of Public Works

Jennifer Lloyd
Vice President, Board of Public Works

Elizabeth Karon
Secretary, Board of Public Works

Date: _____

Beth Cate
Corporation Counsel

Date: _____

CONSULTANT

Anthony Warren
President / CEO

Date: _____



Board of Public Works Staff Report

Project/Event: City Hall Chilled Water System Replacement

Petitioner/Representative: Department of Public Works, Facilities Division

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

Meeting Date: November 8, 2022

This is a contract for the replacement of the Chilled Water System at City Hall. This system is a primary component of the air conditioning for the Council Chambers. This is a sole source contract due to the fact that HFI is the contractor that maintains the HVAC system at City Hall. This is a complex system with many components that are integrated together. HFI has installed and maintained this system since its installation.

Staff recommends awarding the contract to Harrel-Fish, Inc. for \$88,350.00.

Respectfully submitted,

A handwritten signature in black ink that reads "JD Boruff".

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Harrell-Fish, Inc.

Contract Amount: \$88,350.00

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

PURCHASE INFORMATION

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

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

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

# of Submittals: 1	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	This is a sole source purchase based on vendors familiarity of the system, which is complex. This vendor is the service vendor for the system and understands how the various components are integrated together.		
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input type="checkbox"/>			

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

A/C in the City Council Chambers is based on a chilled water system. The chilled water system has reached the end of its lifespan and is need of replacement. HFI is the vendor that provides service for all City Hall HVAC systems. This is a complicated system with many interrelated components. It is important that the installer understand how this system interacts with existing equipment and that they be the same contractor that will service the system in the future.

J. D. Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department



CITY OF BLOOMINGTON

APPROVAL TO USE SPECIAL PURCHASING METHOD

Check the box for the purchasing method this request applies to

- Auction Purchase Equipment Compatibility GSA Special Pricing No response to RFQ/ITB
- Licensing Agreement Governmental Discount Single/Sole Source

Email this Request Form to Jeff Underwood: underwoj@bloomington.in.gov

- 1) Request Date 10/25/2022
- 2) Requestor Name J. D. Boruff
 Department Public Works
 Telephone and E-mail 812-325-2952 boruffj@bloomington.in
- 3) Value of Proposed Contract or Purchase \$ \$88,350.00
 Recommended Vendor Harrell Fish, Inc. (HFI)
 Budget Line 101-19-190000-53610

Detail Justification that Validates Special Purchasing Method. Please attach any supporting documents.

A/C in the City Council Chambers is based on a chilled water system. The chilled water system has reached the end of its lifespan and is need of replacement. HFI is the vendor that provides service for all City Hall HVAC systems. This is a complicated system with many interrelated components. It is important that the installer understand how this system interacts with existing equipment and that they be the same contractor that will servie the system in the future.

Describe the product or service the vendor will provide and explain why this meets the special purchasing method checked above.

HFI will be the service provider for any equipment installed. They installed the existing system and have maintained it since. They understand all aspects of this complicated system and how the components interact with each other.

Detail the research performed to determine this purchase method is the best solution for the city.

Due to the explanations above, staff feels that HFI is the only contractor that can properly install and maintain this equipment.

Describe why this vendor and solution was chosen.

See above.

REVIEWED
 By J Martindale-Long at 4:44 pm, Oct 25, 2022

Meets equipment capability for special procurement method 5-22-10

Approved By:

Jeffery H. Underwood
 Jeffery H. Underwood
 Contr oller

10-26-22
 Date

Adam Wes 10/25/22
 Department Head Date



October 24, 2022

City of Bloomington Public Works
401 N Morton Street
Bloomington, IN 47402

Attn: J.D. Boruff

Re: Chiller System Replacement

Harrell-Fish, Inc. proposes to replace the chilled water system.

Inclusions:

1. Isolate the existing chiller.
2. Remove existing piping, electrical wiring, and control wiring from the chiller and pumps.
3. Remove and dispose of existing chiller, chiller pumps, expansion tank, and air separator.
4. Furnish and install one (1) new 20 Ton, water cooled Trane Chiller.
5. Furnish and install two (2) new base mount chilled water pumps with specialties.
6. Furnish and install new expansion tank and air separator.
7. Furnish and install all necessary piping to connect to new equipment.
8. Connect new chiller to controls system.
9. Furnish and install all necessary material to connect new chiller to the existing electrical wiring.
10. Insulate new piping, chilled water pumps/specialties, air separator, and expansion tank.
11. Fill system with water.
12. Factory Startup.

Exclusions:

1. Overtime/Shift Work
2. Sales Tax.
3. Work beyond the scope listed above.

Total Project Investment – \$88,350.00

Client Acceptance Date

Due to increased volatility in the cost of raw materials, if the price of material significantly increases, this quote may be adjusted proportionately. Thank you for the opportunity to submit this proposal. Please contact me with any questions.

Sincerely,

Aaron Wagoner
Account Manager
awagoner@harrell-fish.com
812-360-4081

This proposal is subject to the accompanying HFI Standard Terms and Conditions

2010 Fountain Drive, P.O. Box 1998, Bloomington, IN 47402

812-339-2579 www.harrell-fish.com





Mechanical & Building Solutions

HFI Standard Terms and Conditions

1. This proposal shall be considered withdrawn if not accepted within thirty (30) days.
2. HFI shall provide only trained and qualified technicians employed and/or subcontracted and supervised by us.
3. All labor is to be performed during HFI's regular working hours, unless noted in this proposal.
4. Until final payment is made, HFI will retain the title to all materials and equipment it installs.
5. Unless stated otherwise in this proposal, payment is due in full upon completion of work. Any account not fully paid with thirty (30) days of completion or due date shall bear interest at the rate of 2% per month.
6. In the event Client's account is referred to attorneys for collection, Client shall pay reasonable attorney fees, court costs and other collection costs.
7. Client shall carry fire, extended coverage and all other necessary insurance for its premises.
8. Client hereby assumes the risk of loss or damage to the equipment installed by HFI from any cause whatsoever after the equipment is installed.
9. Every attempt will be made to complete the work on the date(s) specified, but because HFI may have no control over equipment availability and delivery, all completion dates are estimates only.
10. HFI shall not be liable for damage, injury, illness, loss or delays resulting from asbestos, fire, explosion, flooding, the elements, labor troubles, mold or mold-related substances, or any other cause beyond our control.
11. HFI shall not be liable for injuries to persons or damage to property except those directly caused by negligent acts of omissions or HFI's employees. This term shall be subject to paragraph 15 below.
12. HFI shall not be responsible for any damages incurred due to inability of the building structure to properly support the installed equipment, or for expense incurred in removing, replacing or refinishing part of the building structure necessary for the performance of any service or installation, unless otherwise noted in this proposal.
13. HFI shall not be liable for any present or futures taxes, charges or other government fees, or any items of equipment, labor or special tests required or recommended by insurance companies, equipment vendors or governmental authorities.
14. HFI nor its employees or agents are experts in the identification of hazardous substances or materials. Therefore, Client agrees that HFI shall not be liable for the identification, detection, abatement, encapsulation, storage, removal or transportation of mold, mold-like substances, or any regulated or hazardous substances. Regulated or hazardous substances may include, but are not limited to asbestos, certain refrigerants and refrigerant oils. If any such substances or materials are encountered during the course of work, HFI may stop work until all such substances or materials have been removed and/or any hazard or liability is eliminated. HFI shall be granted an extension of time to complete performance equal to the delay, and HFI reserves the right to be compensated for any loss due to a delay.
15. Client agrees that, notwithstanding any other term or condition, HFI shall not be liable for any property damage or loss (whether direct or indirect), personal injury or illness, or death caused by the presence of mold or similar substances in, around, or emanating from any of the materials or equipment supplied, installed, serviced, or required by HFI.
16. This agreement contains the entire understanding between HFI and the Client; any modifications, amendments or changes must be in writing and signed by both parties.
17. Client is hereby notified of the existence of certain lien rights pursuant to Indiana Code 32-28-3-1 et. seq. Client's signature shall constitute acknowledgement and receipt of this notice of HFI's lien rights.
18. HFI shall provide a one (1) year limited labor warranty on new equipment installations.
19. The manufacturer provides a limited warranty on the equipment for you. Such warranty is typically a one (1) year limited parts warranty on new equipment installations and five (5) years on compressors.
20. Regular, recommended maintenance must be provided by a qualified provider and documented in writing or all warranties are void.
21. For residential work, and unless otherwise negotiated, payment terms are approved check or cash with 50% of contract amount due upon contract signing so we can order the equipment. The remaining 50% of contract amount is due upon job completion. Our installer will collect your final payment before he leaves the job site. All payments by credit card are subject to a 3% fee.
22. For non-residential work, and unless otherwise negotiated, payment is due upon receipt of invoice. Payments are approved check or cash. All payments by credit card are subject to a 3% fee.
23. Any alteration or deviation from the attached written specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this agreement.
24. HFI does not provide tax advice. It is the responsibility of the customer to verify all tax credits, deductions and energy rebates.

2010 Fountain Drive, P.O. Box 1998, Bloomington, IN 47402

812-339-2579 www.harrell-fish.com



AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

HARRELL-FISH, INC.

FOR

REPLACEMENT OF CITY HALL CHILLED WATER SYSTEM

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and **Harrell-Fish, Inc.**, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Replacement of City Hall Chilled Water System**, (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Quote on the Quote 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 Quoter for said project.

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within 90 days of Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

2.02 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided. The CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.03 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.

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed **Eighty Eight Thousand Three Hundred Fifty Dollars (\$88,350.00)**. 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:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

4.03 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the

escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

5.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his 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.

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Quote Documents.
4. The Invitation to Quoters.
5. The Instructions to Quoters.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.

11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

5.05.01

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 **Non-Discrimination**

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

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.

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

Breach of this covenant may be regarded as a material breach of the Agreement.

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

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

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

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

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

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

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

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

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

5.09 **Workmanship and Quality of Materials**

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

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

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

5.10 **Safety**. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations,

ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

5.12.03 Failure by CONTRACTOR to pay for labor and services performed, material furnished or services rendered may result in forfeiture of CONTRACTOR's Payment Bond.

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington Public Works	Harrell-Fish, Inc.
Attn: J. D. Boruff, Facilities Director	Attn: Aaron Wagoner
401 N. Morton St. Suite 120	P.O. Box 1998
Bloomington, Indiana 47404	Bloomington, Indiana 47402

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

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

5.19 Non-Collusion

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

Kyla Cox Deckard, President

Elizabeth Karon, Member

Jennifer Lloyd, Member

John Hamilton, Mayor of Bloomington

BY:

Contractor Representative

Printed Name

Title of Contractor Representative

ATTACHMENT 'A'

"SCOPE OF WORK"

REPLACEMENT OF CITY HALL CHILLED WATER SYSTEM

This project shall include, but is not limited to:

Inclusions:

1. Isolate the existing chiller.
2. Remove existing piping, electrical wiring, and control wiring from the chiller and pumps.
3. Remove and dispose of existing chiller, chiller pumps, expansion tank, and air separator.
4. Furnish and install one (1) new 20 Ton, water cooled Trane Chiller.
5. Furnish and install two (2) new base mount chilled water pumps with specialties.
6. Furnish and install new expansion tank and air separator.
7. Furnish and install all necessary piping to connect to new equipment.
8. Connect new chiller to controls system.
9. Furnish and install all necessary material to connect new chiller to the existing electrical wiring.
10. Insulate new piping, chilled water pumps/specialties, air separator, and expansion tank.
11. Fill system with water.
12. Factory Startup.

Exclusions:

1. Overtime/Shift Work
2. Sales Tax.
3. Work beyond the scope listed above.

ATTACHMENT 'B'

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

STATE OF INDIANA)
) SS:
 COUNTY OF _____)

AFFIDAVIT

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

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

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				Total	\$ _____

Method of Compliance (Specify) _____

 Signature

Date: _____, 20____

 Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

Commission Number

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

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

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

My Commission Expires: _____

Notary Public's Signature

County of Residence: _____

Printed Name of Notary Public

Commission Number

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____

Notary Public Signature

Resident of _____ County

Printed Name

Commission Number



Board of Public Works Claim Register

Invoice Date Range 10/29/22 - 11/10/22

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 43430 - Animal Adoption Fees				
Ellie Gabriola	01-refund adoption fee/rabbies vac-11/1/22		11/10/2022	75.00
	Account 43430 - Animal Adoption Fees Totals	Invoice 1		\$75.00
		Transactions		
Account 43460 - Medical				
Ellie Gabriola	01-refund adoption fee/rabbies vac-11/1/22		11/10/2022	15.00
	Account 43460 - Medical Totals	Invoice 1		\$15.00
		Transactions		
Account 52210 - Institutional Supplies				
313 - Fastenal Company	01-Cleaning and Shelter supplies -towels		11/10/2022	58.89
4586 - Hill's Pet Nutrition Sales, INC	01-Dog & Cat Food		11/10/2022	49.47
4586 - Hill's Pet Nutrition Sales, INC	01-Dog & Cat Food		11/10/2022	69.30
4586 - Hill's Pet Nutrition Sales, INC	01-Dog & Cat Food		11/10/2022	98.72
4586 - Hill's Pet Nutrition Sales, INC	01-Dog & Cat Food		11/10/2022	120.90
4586 - Hill's Pet Nutrition Sales, INC	01-Dog & Cat Food		11/10/2022	134.69
3929 - IDEXX Laboratories, INC	01-FelLV, FIV, Parvo & Heartworm Tests		11/10/2022	989.89
4549 - Kroger Limited Partnership I	01-rabbit food, shelter supplies refund sales tax		11/10/2022	(.70)
4549 - Kroger Limited Partnership I	01-rabbit food, shelter supplies		11/10/2022	8.53
4549 - Kroger Limited Partnership I	01-rabbit food		11/10/2022	10.49



Board of Public Works Claim Register

Invoice Date Range 10/29/22 - 11/10/22

4633 - Midwest Veterinary Supply, INC	01-Rebate-partnership program rebate		11/10/2022	(302.32)
	Account 52210 - Institutional Supplies Totals		Invoice 11 Transactions	<u>\$1,237.86</u>
Account 52430 - Uniforms and Tools				
4447 - Municipal Emergency Services, INC	01-Uniform Scrubs		11/10/2022	23.48
	Account 52430 - Uniforms and Tools Totals		Invoice 1 Transactions	<u>\$23.48</u>
Account 53510 - Electrical Services				
223 - Duke Energy	02-Facilities Summary Billing Electric bill-3/10-10/3/22		10/31/2022	7,832.04
	Account 53510 - Electrical Services Totals		Invoice 1 Transactions	<u>\$7,832.04</u>
Account 53610 - Building Repairs				
32 - Cassady Electrical Contractors, INC	01-SA-rewiring and repair of light	BC 2021-103	11/10/2022	143.21
321 - Harrell Fish, INC (HFI)	01-SA- Repair of Gas Leak at ACC	BC 2021-111	11/10/2022	835.52
1537 - Indiana Door & Hardware Specialties, INC	01-SA- Glass Replacement in Storefront of ACC	BC 2021-142	11/10/2022	551.00
1537 - Indiana Door & Hardware Specialties, INC	01-SA -Repair Broken Door Hinge @ ACC	BC 2021-142	11/10/2022	470.00
	Account 53610 - Building Repairs Totals		Invoice 4 Transactions	<u>\$1,999.73</u>
Account 53630 - Machinery and Equipment Repairs				
4963 - David A Blais	01-Microscope Service & Repair		11/10/2022	275.00
	Account 53630 - Machinery and Equipment Repairs Totals		Invoice 1 Transactions	<u>\$275.00</u>
	Program 010000 - Main Totals		Invoice 20 Transactions	<u>\$11,458.11</u>
	Department 01 - Animal Shelter Totals		Invoice 20 Transactions	<u>\$11,458.11</u>
Department 02 - Public Works				
Program 020000 - Main				



Board of Public Works Claim Register

Invoice Date Range 10/29/22 - 11/10/22

Account 52420 - Other Supplies

4574 - John Deere Financial f.s.b. (Rural King)	02-Leafing bags for innovation	11/10/2022	179.40
4574 - John Deere Financial f.s.b. (Rural King)	02-Leafing bags for innovation	11/10/2022	179.40
Account 52420 - Other Supplies Totals		Invoice 2	\$358.80
		Transactions	

Account 53170 - Mgt. Fee, Consultants, and Workshops

7455 - TriTech Software Systems	02-Asset Management Mapping Services & 1st Yr. Maintenance Costs	11/10/2022	315.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice 1	\$315.00
		Transactions	

Account 53940 - Temporary Contractual Employee

580 - Express Services, INC	02-Contract for Scooter Enforcement Officers-10/9/22	11/10/2022	217.17
580 - Express Services, INC	02-Contract-Scooter Enforcement Officers-10/23/2	11/10/2022	120.65
Account 53940 - Temporary Contractual Employee Totals		Invoice 2	\$337.82
		Transactions	

Account 53990 - Other Services and Charges

7146 - Routeware, INC	02-Annual Renewal/Maint Fee-Sanitation Software - 7/1/22-6/30/23	11/10/2022	25,061.00
7455 - TriTech Software Systems	02-Annual Fee-GIS Desktop Web App-Lucity-12/29/22- BC 2021-99 12/28/23	11/10/2022	2,460.00
Account 53990 - Other Services and Charges Totals		Invoice 2	\$27,521.00
		Transactions	
Program 020000 - Main Totals		Invoice 7	\$28,532.62
		Transactions	
Department 02 - Public Works Totals		Invoice 7	\$28,532.62
		Transactions	

Department 03 - City Clerk

Program 030000 - Main

Account 52110 - Office Supplies

6530 - Office Depot, INC	03- Office supplies - sticky notes, pens, toner, velcro	11/10/2022	56.48
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Board of Public Works Claim Register

Invoice Date Range 10/29/22 - 11/10/22

		Account 52110 - Office Supplies Totals	Invoice 1 Transactions	\$56.48
Account 53310 - Printing				
6309 - CivicPlus, LLC	03-Clerk City Code Administrative Support Fee 12/2/22-11/30/23		11/10/2022	475.00
		Account 53310 - Printing Totals	Invoice 1 Transactions	\$475.00
Account 53320 - Advertising				
6891 - Gatehouse Media Indiana Holdings	03-Clerk Publication Ord 22-23		11/10/2022	63.48
		Account 53320 - Advertising Totals	Invoice 1 Transactions	\$63.48
		Program 030000 - Main Totals	Invoice 3 Transactions	\$594.96
		Department 03 - City Clerk Totals	Invoice 3 Transactions	\$594.96
Department 04 - Economic & Sustainable Dev				
Program 040000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	04: Office Supplies-tape, binder		11/10/2022	34.73
6530 - Office Depot, INC	04: Office Supplies & Office Chair		11/10/2022	42.90
		Account 52110 - Office Supplies Totals	Invoice 2 Transactions	\$77.63
Account 52420 - Other Supplies				
8416 - I Fell LLC	04: Rental of I Fell Galllery space for Artist Party		11/10/2022	150.00
4549 - Kroger Limited Partnership I	04: Refreshments for Artist Party		11/10/2022	47.78
3892 - Midwest Color Printing, INC	04: Business Cards - McKaylyn Lynch		11/10/2022	66.22
6530 - Office Depot, INC	04: Office Supplies & Office Chair		11/10/2022	287.99
		Account 52420 - Other Supplies Totals	Invoice 4 Transactions	\$551.99



Board of Public Works Claim Register

Invoice Date Range 10/29/22 - 11/10/22

Account 53170 - Mgt. Fee, Consultants, and Workshops

8443 - Michelle Sills (Paragon Event Management LLC)	04: Event Planner Services for Regional Climate Convening	11/10/2022	1,224.32
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals			Invoice 1 Transactions
			\$1,224.32

Account 53910 - Dues and Subscriptions

53442 - Paragon Micro, INC	04: Adobe Acrobat Pro 2020 (4 licenses)	11/10/2022	1,959.96
Account 53910 - Dues and Subscriptions Totals			Invoice 1 Transactions
			\$1,959.96

Account 53960 - Grants

8321 - Honar Ali (Huner Emin)	04: BAC Emerging Artists Grant - Honar Ali	11/10/2022	2,000.00
8359 - Brianna Barnes	04: BAC Emerging Artists Grant - Brianna Barnes	11/10/2022	500.00
8408 - Alex L Swartzentruber	04: BAC Emerging Artists Grant - Alex Swartzentruber	11/10/2022	1,000.00
Account 53960 - Grants Totals			Invoice 3 Transactions
			\$3,500.00

Account 53970 - Mayor's Promotion of Business

3404 - J.R. Watkins & Family, INC (Signs Now)	04: Install 6 Go Bloomington Banners on B-Line	11/10/2022	297.00
8279 - Diego Rafael Cruz Manansala	04: Sept IU 1st Thurs - Featured Artist - Diego Manansala	11/10/2022	200.00
Account 53970 - Mayor's Promotion of Business Totals			Invoice 2 Transactions
			\$497.00
Program 040000 - Main Totals			Invoice 13 Transactions
			\$7,810.90

Program 04WALD - Waldron Arts Center

Account 53610 - Building Repairs

32 - Cassidy Electrical Contractors, INC	04: WALDRON - Electrical Work - Elevator Ph	11/10/2022	497.02
Account 53610 - Building Repairs Totals			Invoice 1 Transactions
			\$497.02
Program 04WALD - Waldron Arts Center Totals			Invoice 1 Transactions
			\$497.02



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Department 04 - Economic & Sustainable Dev Totals		Invoice 14	\$8,307.92
Department 07 - Engineering		Transactions	
Program 070000 - Main			
Account 52110 - Office Supplies			
6530 - Office Depot, INC	07-Easel stand	11/10/2022	30.49
6530 - Office Depot, INC	07-Tabletop Easel Pad	11/10/2022	51.66
Account 52110 - Office Supplies Totals		Invoice 2	\$82.15
		Transactions	
Account 52420 - Other Supplies			
5819 - Synchrony Bank	07-Amazon Order-Shipping boxes	11/10/2022	57.75
Account 52420 - Other Supplies Totals		Invoice 1	\$57.75
		Transactions	
Account 52430 - Uniforms and Tools			
798 - Winters Associates Promotional Products, INC	07-Engineering Department Hats w/logo INV# 114506	11/10/2022	258.86
Account 52430 - Uniforms and Tools Totals		Invoice 1	\$258.86
		Transactions	
Account 53990 - Other Services and Charges			
53442 - Paragon Micro, INC	07-Adobe Acrobat Pro 2020 (Jason Kerr)	11/10/2022	489.99
8288 - Kurt Schoch (Performance Improvement Consulting LLC)	07-2022 Engineering Strategic Retreat	11/10/2022	2,625.00
Account 53990 - Other Services and Charges Totals		Invoice 2	\$3,114.99
		Transactions	
Account 54110 - Land Purchase			
8029 - Fields II, LLC	07-ROW-B-Line Trail Multi-Use Path-Parcel 12A	11/10/2022	1,000.00
Account 54110 - Land Purchase Totals		Invoice 1	\$1,000.00
		Transactions	
Program 070000 - Main Totals		Invoice 7	\$4,513.75
		Transactions	



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Invoice Date Range 10/29/22 - 11/10/22

		Department 07 - Engineering Totals	Invoice 7 Transactions	\$4,513.75
Department 09 - CFRD				
Program 090000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	09-banquet table covers		11/10/2022	57.98
6530 - Office Depot, INC	09-legal pads		11/10/2022	16.79
6530 - Office Depot, INC	09-ticket roll		11/10/2022	18.39
6530 - Office Depot, INC	09-Tissues, paper towels, pens, scissors, sharpies, and more		11/10/2022	139.03
		Account 52110 - Office Supplies Totals	Invoice 4 Transactions	\$232.19
Account 52420 - Other Supplies				
3560 - First Financial Bank / Credit Cards	09-Kleindorfers-Reflective Vests for After Hours Ambassador		11/10/2022	44.97
11693 - The Award Center, INC	09-Name tag for Aubrey Seader		11/10/2022	23.00
		Account 52420 - Other Supplies Totals	Invoice 2 Transactions	\$67.97
Account 53160 - Instruction				
3560 - First Financial Bank / Credit Cards	09-INBiz Notary Application Fee for Aubrey Seader		11/10/2022	75.00
		Account 53160 - Instruction Totals	Invoice 1 Transactions	\$75.00
Account 53230 - Travel				
8100 - Charles Culp	09-Travel Reimbursement - Meals, Per diem		11/10/2022	131.00
3560 - First Financial Bank / Credit Cards	09-Charles Culp Overnight Stays at Marriott for PATC Training		11/10/2022	196.00
		Account 53230 - Travel Totals	Invoice 2 Transactions	\$327.00
Account 53960 - Grants				



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Invoice Date Range 10/29/22 - 11/10/22

205 - City Of Bloomington	09-Sponsorship for CCA Gather Round the Table Event	11/10/2022	500.00
203 - INDIANA UNIVERSITY	09-NMBCC Sponsorship - Wakanda Forever	11/10/2022	300.00
Account 53960 - Grants Totals		Invoice 2	<u>\$800.00</u>
		Transactions	
Account 53990 - Other Services and Charges			
3560 - First Financial Bank / Credit Cards	09-Dry Cleaning of After Hours Ambassador Uniform Coats	11/10/2022	40.60
Account 53990 - Other Services and Charges Totals		Invoice 1	<u>\$40.60</u>
		Transactions	
Program 090000 - Main Totals		Invoice 12	<u>\$1,542.76</u>
		Transactions	
Department 09 - CFRD Totals		Invoice 12	<u>\$1,542.76</u>
		Transactions	
Department 10 - Legal			
Program 100000 - Main			
Account 53120 - Special Legal Services			
19660 - Bose McKinney & Evans, LLP	10-Bose legal services-Federally funded projects	11/10/2022	3,000.00
7855 - Veritext LLC	10-transcript services-Disability Pension Hearing-9/28/22	11/10/2022	343.10
Account 53120 - Special Legal Services Totals		Invoice 2	<u>\$3,343.10</u>
		Transactions	
Account 53160 - Instruction			
259 - Indiana Association Of Cities & Towns (AIM)	10- seminar Allen- Aim Ideas Summit	11/10/2022	395.00
Account 53160 - Instruction Totals		Invoice 1	<u>\$395.00</u>
		Transactions	
Program 100000 - Main Totals		Invoice 3	<u>\$3,738.10</u>
		Transactions	
Program 101000 - Human Rights			
Account 53990 - Other Services and Charges			
205 - City Of Bloomington	10-Donation-Gather 'round The Table event	11/10/2022	100.00



Board of Public Works Claim Register

Invoice Date Range 10/29/22 - 11/10/22

205 - City Of Bloomington

10- Sponsorship-MLK Birthday celebration 11/10/2022 250.00

Account **53990 - Other Services and Charges** Totals Invoice 2 \$350.00
Transactions

Program **101000 - Human Rights** Totals Invoice 2 \$350.00
Transactions

Department **10 - Legal** Totals Invoice 5 \$4,088.10
Transactions

Department **11 - Mayor's Office**

Program **110000 - Main**

Account **53230 - Travel**

3560 - First Financial Bank / Credit Cards 11 -Travel-Alaska Air - John Hamilton 11/10/2022 278.60

3560 - First Financial Bank / Credit Cards 11 -Travel-Alaskan air refund - John Hamilton 11/10/2022 (278.60)

3560 - First Financial Bank / Credit Cards 11 - Travel-Budget rental-CA-11/10-11/13/22- John Hamilton 11/10/2022 311.87

3560 - First Financial Bank / Credit Cards 11 -travel- Delta air- Kaisa Goodman 11/10/2022 142.60

3560 - First Financial Bank / Credit Cards 11 - Travel-Delta Air/United-CA-Nov 2022- Don Griffin, Jr 11/10/2022 575.20

3560 - First Financial Bank / Credit Cards 11 -Travel-Flight-CA-Nov 2022 - John Hamilton 11/10/2022 257.60

3560 - First Financial Bank / Credit Cards 11 -Travel- United air - Kaisa Goodman 11/10/2022 257.60

3560 - First Financial Bank / Credit Cards 11 -Travel Insurance- Kaisa Goodman 11/10/2022 16.74

Account **53230 - Travel** Totals Invoice 8 \$1,561.61
Transactions

Account **53910 - Dues and Subscriptions**

3560 - First Financial Bank / Credit Cards 11 -rev transcription svc - 10/25/22 11/10/2022 7.50

Account **53910 - Dues and Subscriptions** Totals Invoice 1 \$7.50
Transactions

Account **53960 - Grants**

4549 - Kroger Limited Partnership I 11 -Event Treats 09/30 purchase date 11/10/2022 64.89



Board of Public Works Claim Register

Invoice Date Range 10/29/22 - 11/10/22

Account **53960 - Grants** Totals

Invoice 1 Transactions \$64.89

Account **53990 - Other Services and Charges**

651 - Engraving & Stamp Center, INC	11 - New Title Plate	11/10/2022	16.00
3560 - First Financial Bank / Credit Cards	11 -Vistaprint tax refund from 2022-7702	11/10/2022	(9.26)
3560 - First Financial Bank / Credit Cards	11 -rev transcription svc - 10/24/22	11/10/2022	7.50
3560 - First Financial Bank / Credit Cards	11 -rev transcription svc - 10/21/22	11/10/2022	7.50
3560 - First Financial Bank / Credit Cards	11-VistaPrint Refund Sales Tax	11/10/2022	(4.55)
3560 - First Financial Bank / Credit Cards	11 - Roberts Distributors - camera equip - cables	11/10/2022	49.78
3560 - First Financial Bank / Credit Cards	11 -rev transcription svc - 10/12/22	11/10/2022	10.50
3560 - First Financial Bank / Credit Cards	11 -rev transcription svc - 10/7/22	11/10/2022	7.50
3560 - First Financial Bank / Credit Cards	11 -rev transcription svc - 10/11/22	11/10/2022	7.50
3560 - First Financial Bank / Credit Cards	11 -rev transcription svc - 9/30/22	11/10/2022	7.50
3560 - First Financial Bank / Credit Cards	11-Creative Market platform- digital needs - monthly membership	11/10/2022	29.95
3560 - First Financial Bank / Credit Cards	11 - Filecamp -Digital Asset Management systems - 10/10-11/10/22	11/10/2022	29.00
3560 - First Financial Bank / Credit Cards	11 - Creative market - photo digital needs - 40 purchased	11/10/2022	5.00
3560 - First Financial Bank / Credit Cards	11 -Creative Market platform- digital needs - 48 purchased	11/10/2022	6.00
3560 - First Financial Bank / Credit Cards	11-Castr - Livestream - 10/5/22	11/10/2022	14.99
3560 - First Financial Bank / Credit Cards	11 -Lucid- Org charts for CoB	11/10/2022	9.95
3560 - First Financial Bank / Credit Cards	11 - sendinblue- Digital marketing needs	11/10/2022	56.43
3560 - First Financial Bank / Credit Cards	11 -Creative Market platform- digital needs	11/10/2022	1.50
3560 - First Financial Bank / Credit Cards	11 -rev transcription svc - 10/28/22	11/10/2022	7.50



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Invoice Date Range 10/29/22 - 11/10/22

3560 - First Financial Bank / Credit Cards	11 - vistaprint-CoB- personalized notecards	11/10/2022	405.96
3560 - First Financial Bank / Credit Cards	11 -rev transcription svc - 10/7/22	11/10/2022	10.50
3560 - First Financial Bank / Credit Cards	11 -SigParser email-calendar exchange & automation	11/10/2022	99.00
6894 - Devta Linda Kidd	11 -reimbursement to DK innovation lab furniture	11/10/2022	344.84
4549 - Kroger Limited Partnership I	11 - Downtown Trick or Treat Treats	11/10/2022	76.95
3892 - Midwest Color Printing, INC	11 -Business cards Goodman	11/10/2022	66.22
7149 - Namify, LLC	11 - Name badges	11/10/2022	27.10
53442 - Paragon Micro, INC	11 -Paragon Micro-Innovation Data Source	11/10/2022	2,017.98
53442 - Paragon Micro, INC	11-Power BI Pro	11/10/2022	9.16
8363 - Rose Smith	11 - Reimbursement for food for Downtown Trick or Treet	11/10/2022	50.09
5819 - Synchrony Bank	11 - tissues for OOTM	11/10/2022	13.49

Account 53990 - Other Services and Charges Totals	Invoice 30	\$3,381.58
	Transactions	
Program 110000 - Main Totals	Invoice 40	\$5,015.58
	Transactions	
Department 11 - Mayor's Office Totals	Invoice 40	\$5,015.58
	Transactions	

Department 12 - Human Resources

Program 120000 - Main

Account 52110 - Office Supplies

6530 - Office Depot, INC	12-blue copy paper, envelopes, labels	11/10/2022	81.82
6530 - Office Depot, INC	12-office supplies credit - folders-Inv #255566831001	11/10/2022	(72.42)

Account 52110 - Office Supplies Totals	Invoice 2	\$9.40
	Transactions	

Account 53320 - Advertising



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6891 - Gatehouse Media Indiana Holdings	12-HT Job Ads-September 2022-City portion	11/10/2022	150.78
	Account 53320 - Advertising Totals	Invoice 1	<u>150.78</u>
		Transactions	
Account 53990 - Other Services and Charges			
3560 - First Financial Bank / Credit Cards	12-SHRM Talent Acq. Spec. Credential -11/14-11/15/22	11/10/2022	1,655.00
53442 - Paragon Micro, INC	12-Adobe Acrobat Pro License	11/10/2022	489.99
6099 - Safe Hiring Solutions	12-out of state background check	11/10/2022	162.80
	Account 53990 - Other Services and Charges Totals	Invoice 3	<u>2,307.79</u>
		Transactions	
	Program 120000 - Main Totals	Invoice 6	<u>2,467.97</u>
		Transactions	
	Department 12 - Human Resources Totals	Invoice 6	<u>2,467.97</u>
		Transactions	
Department 13 - Planning			
Program 130000 - Main			
Account 52110 - Office Supplies			
5819 - Synchrony Bank	13-Camera cover (for Jennifer Burrell)	11/10/2022	6.98
5819 - Synchrony Bank	13-Hand Sanitizer (COVID-19)+ Camera cover(for Jennifer Burrell)	11/10/2022	26.00
	Account 52110 - Office Supplies Totals	Invoice 2	<u>32.98</u>
		Transactions	
Account 53310 - Printing			
3892 - Midwest Color Printing, INC	13-Business Cards #250 (for Ryan Robling)	11/10/2022	62.06
	Account 53310 - Printing Totals	Invoice 1	<u>62.06</u>
		Transactions	
Account 53320 - Advertising			
6891 - Gatehouse Media Indiana Holdings	13-Legal Publication-(2) BZA and (1) Plat Committe	11/10/2022	148.52
	Account 53320 - Advertising Totals	Invoice 1	<u>148.52</u>
		Transactions	



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Account 53910 - Dues and Subscriptions

4442 - American Planning Association	13-APA Membership Dues 2023-S. Robinson	11/10/2022	707.00
4442 - American Planning Association	13- APA Membership Dues 2023-Rosenbarger	11/10/2022	518.00
4442 - American Planning Association	13- APA Membership Dues 2023-P. Martin	11/10/2022	347.00
4442 - American Planning Association	13-2023 APA Membership Dues/IN Chap/AICP Scanlan	11/10/2022	564.00
Account 53910 - Dues and Subscriptions Totals		Invoice 4	<u>\$2,136.00</u>
Program 130000 - Main Totals		Transactions	
		Invoice 8	<u>\$2,379.56</u>
Department 13 - Planning Totals		Transactions	
		Invoice 8	<u>\$2,379.56</u>
		Transactions	

Department 19 - Facilities Maintenance

Program 190000 - Main

Account 52310 - Building Materials and Supplies

293 - J&S Locksmith Shop, INC	19-Batteries for Misc power tools, Hedge trimmer attachment	11/10/2022	4,585.09
293 - J&S Locksmith Shop, INC	19-Power Sweep Attachment	11/10/2022	359.99
395 - Kirby Risk Corp	19 - Fluorescent lights for City Hall	11/10/2022	72.90
395 - Kirby Risk Corp	19-7-in-1 screwdriver & 7 pv nut driver sets for Facilities	11/10/2022	91.16
394 - Kleindorfer Hardware & Variety	19-2 pik stirs, 1 tube of sand for Facilities	11/10/2022	46.48
Account 52310 - Building Materials and Supplies Totals		Invoice 5	<u>\$5,155.62</u>
		Transactions	

Account 52420 - Other Supplies

5819 - Synchrony Bank	19 - Rotary weed brush blade	11/10/2022	40.99
Account 52420 - Other Supplies Totals		Invoice 1	<u>\$40.99</u>
		Transactions	

Account 52430 - Uniforms and Tools



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19171 - Aramark Uniform & Career Apparel Group, INC	19- Uniforms for Facility Employees-9/29/22		11/10/2022	30.84
19171 - Aramark Uniform & Career Apparel Group, INC	19-Uniforms for Facility Employees-8/4/22		11/10/2022	30.84
19171 - Aramark Uniform & Career Apparel Group, INC	19- Uniforms for Facility Employees for 10/20/2022		11/10/2022	30.84
19171 - Aramark Uniform & Career Apparel Group, INC	19- Uniforms for Facility Employees, 10/27/2022		11/10/2022	30.84
5819 - Synchrony Bank	19 - Trash Pickers (Set of 2)		11/10/2022	164.95
5819 - Synchrony Bank	19 - Latex coated gloves		11/10/2022	43.41
798 - Winters Associates Promotional Products, INC	19- Safety Vests for Facility Employees		11/10/2022	357.69
Account 52430 - Uniforms and Tools Totals			Invoice 7 Transactions	\$689.41
Account 53140 - Exterminator Services				
51538 - Economy Termite & Pest Control, INC	19-Exterminator Services @ City Hall, 10/21/2022	BC 2021-108	11/10/2022	75.00
Account 53140 - Exterminator Services Totals			Invoice 1 Transactions	\$75.00
Account 53510 - Electrical Services				
223 - Duke Energy	02-Facilities Summary Billing Electric bill-3/10-10/3/22		10/31/2022	17,236.38
Account 53510 - Electrical Services Totals			Invoice 1 Transactions	\$17,236.38
Account 53610 - Building Repairs				
4483 - City Lawn Corporation	19-SA- Mowing and Leaf Removal @ City Hall - October 2022	BC 2021-104	11/10/2022	189.00
4483 - City Lawn Corporation	19-SA- Mowing @ Tapp/ Rockport 10/18/22	BC 2021-104	11/10/2022	36.75
21104 - Cummins Crosspoint, LLC	19-SA- Repair and Replace Battery in Generator	BC 2022-005	11/10/2022	2,875.87
321 - Harrell Fish, INC (HFI)	19-SA- Repair Heat Pumps in Mayor's Office	BC 2021-111	11/10/2022	1,251.00
321 - Harrell Fish, INC (HFI)	19-SA -Air Unit Inspection, Disconnected Until Next Spring	BC 2021-111	11/10/2022	1,003.22
1537 - Indiana Door & Hardware Specialties, INC	19-SA- Glass Kit Installed on existing door @ City Hall	BC 2021-142	11/10/2022	415.00



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1537 - Indiana Door & Hardware Specialties, INC	19-SA- Variety of Keys made for Facilities Use	BC 2021-142	11/10/2022	36.00
	Account 53610 - Building Repairs Totals		Invoice 7	<u>\$5,806.84</u>
			Transactions	
	Program 190000 - Main Totals		Invoice 22	<u>\$29,004.24</u>
			Transactions	
	Department 19 - Facilities Maintenance Totals		Invoice 22	<u>\$29,004.24</u>
			Transactions	
Department 28 - ITS				
Program 280000 - Main				
Account 52420 - Other Supplies				
5819 - Synchrony Bank	28-Label Maker Tap Refills 4 pac		11/10/2022	13.68
	Account 52420 - Other Supplies Totals		Invoice 1	<u>\$13.68</u>
			Transactions	
Account 53170 - Mgt. Fee, Consultants, and Workshops				
2898 - JDH Contracting, INC	28 - Peoples Park Fiber Extension - Parks Wifi project		11/10/2022	4,065.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice 1	<u>\$4,065.00</u>
			Transactions	
Account 53910 - Dues and Subscriptions				
53442 - Paragon Micro, INC	28 - 8 Adobe Creative Cloud All Apps licenses - ITS Staff		11/10/2022	8,071.92
	Account 53910 - Dues and Subscriptions Totals		Invoice 1	<u>\$8,071.92</u>
			Transactions	
Account 54420 - Purchase of Equipment				
5819 - Synchrony Bank	28 - Wired Earbuds		11/10/2022	9.99
5819 - Synchrony Bank	28-USB C to USB A cable		11/10/2022	14.58
5819 - Synchrony Bank	28-Power cables		11/10/2022	34.95
5819 - Synchrony Bank	28-Apple 20W USB-C Power Adapter & Apple 20W USB-C Power Adapter		11/10/2022	58.95
5819 - Synchrony Bank	28 - Power Cords		11/10/2022	16.88



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Account 54420 - Purchase of Equipment Totals	Invoice 5	\$135.35
	Transactions	
Program 280000 - Main Totals	Invoice 8	\$12,285.95
	Transactions	
Department 28 - ITS Totals	Invoice 8	\$12,285.95
	Transactions	
Fund 101 - General Fund (S0101) Totals	Invoice 152	\$110,191.52
	Transactions	

Fund 103 - Restricted Donations(ord 05-17)

Department 06 - Controller's Office

Program 400101 - Animal Medical Services

Account 53130 - Medical

5107 - NVA College Mall Veterinary Management INC	01-Veterinary Services	11/10/2022	1,358.99
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-Spay/Neuter & Other Surgeries	11/10/2022	187.87
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-Spay/Neuter & Other Surgeries	11/10/2022	503.83
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-Surgeries & Diagnostics	11/10/2022	661.20
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-Spay/Neuter & Other Surgeries	11/10/2022	1,273.88
6788 - Brian Thunberg (Mobile Animal Surgical Care, Co)	01-Veterinary Services	11/10/2022	2,303.95

Account 53130 - Medical Totals	Invoice 6	\$6,289.72
	Transactions	
Program 400101 - Animal Medical Services Totals	Invoice 6	\$6,289.72
	Transactions	

Program 400102 - Animal Supplies

Account 52210 - Institutional Supplies

3929 - IDEXX Laboratories, INC	01-FelV, FIV, Parvo & Heartworm Tests	11/10/2022	768.70
4574 - John Deere Financial f.s.b. (Rural King)	01-litter-50 40lb bags pellet bedding,	11/10/2022	274.50
4633 - Midwest Veterinary Supply, INC	01-Vet Supplies-syringes	11/10/2022	28.74



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4633 - Midwest Veterinary Supply, INC	01-Vet Supplies-syringes, ziplocks	11/10/2022	30.09
4633 - Midwest Veterinary Supply, INC	01-Vet Supplies-thyroid meds, parasiticide	11/10/2022	48.18
4633 - Midwest Veterinary Supply, INC	01-Vet Supplies-fluids	11/10/2022	76.11
4633 - Midwest Veterinary Supply, INC	01-Vet Supplies-vinyl exam gloves, rabbit food	11/10/2022	76.25
4633 - Midwest Veterinary Supply, INC	01-Vet Supplies-vinyl exam gloves	11/10/2022	76.35
4633 - Midwest Veterinary Supply, INC	01-Vet Supplies-lactulose, milk replacer	11/10/2022	79.98
4633 - Midwest Veterinary Supply, INC	01-Vet Supplies-syringes, ISO gowns	11/10/2022	138.63
4633 - Midwest Veterinary Supply, INC	01-Vet Supplies	11/10/2022	164.49
4633 - Midwest Veterinary Supply, INC	01-Vet Supplies	11/10/2022	528.55
4633 - Midwest Veterinary Supply, INC	01-Vet Supplies	11/10/2022	592.20
4137 - Patterson Veterinary Supply, INC	01-Veterinary Supplies-Depro Medrol	11/10/2022	63.55
4666 - Zoetis, INC	01-Feline Vaccines	11/10/2022	408.00

Account 52210 - Institutional Supplies Totals	Invoice 15	\$3,354.32
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Transactions	
Invoice 15	\$3,354.32

Transactions	
Invoice 21	\$9,644.04

Transactions	
Invoice 21	\$9,644.04

Transactions	
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Fund **103 - Restricted Donations(ord 05-17)** Totals

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: TDM Marketing Planning & Services	11/10/2022	15,353.94
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7981 - Staples Marketing, LLC (Affirm)	04: TDM Marketing Planning & Services	11/10/2022	7,641.50
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice 2 Transactions	<u>\$22,995.44</u>
Account 53960 - Grants			
1138 - BCT Management, INC	04- Addendum MOU-for activities and capital investment	11/10/2022	135,000.00
671 - Bloomington Montessori Association	04: Bloomington Montessori Grant-Solar & Energy Efficiency Loan	11/10/2022	10,000.00
421 - Centerstone Of Indiana, INC	02-Brighton Btown DPW labor funding for Sept 2022	BC 2022-057 11/10/2022	19,175.33
Account 53960 - Grants Totals		Invoice 3 Transactions	<u>\$164,175.33</u>
Program G21005 - ARPA COVID Local Fiscal Recovery Totals		Invoice 5 Transactions	<u>\$187,170.77</u>
Department 04 - Economic & Sustainable Dev Totals		Invoice 5 Transactions	<u>\$187,170.77</u>
Fund 176 - ARPA Local Fiscal Recvry (S9512) Totals		Invoice 5 Transactions	<u>\$187,170.77</u>
Fund 312 - Community Services			
Department 09 - CFRD			
Program 090016 - Com Serv - Safe & Civil			
Account 53990 - Other Services and Charges			
3560 - First Financial Bank / Credit Cards	09-Safe and Civil City Jotform-9/29-10/29/22	11/10/2022	19.00
3560 - First Financial Bank / Credit Cards	09-Safe and Civil City Jotform-10/29-11/29/22	11/10/2022	19.00
3560 - First Financial Bank / Credit Cards	09-Safe and Civil City Jotform-10/18-11/18/22	11/10/2022	19.00
536 - Chris Ramsey (KingSnake Sound Company)	09-Sound Engineering for Black y Brown Arts Festival 2022	11/10/2022	650.00
Account 53990 - Other Services and Charges Totals		Invoice 4 Transactions	<u>\$707.00</u>
Program 090016 - Com Serv - Safe & Civil Totals		Invoice 4 Transactions	<u>\$707.00</u>
Department 09 - CFRD Totals		Invoice 4 Transactions	<u>\$707.00</u>



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Fund 312 - Community Services Totals		Invoice 4	\$707.00
		Transactions	
Fund 401 - Non-Reverting Telecom (S1146)			
Department 25 - Telecommunications			
Program 254000 - Infrastructure			
Account 54450 - Equipment			
6222 - Apple, INC	25 - MBP 16.2 SG/16C GPU/16GB/512G-USA & MBP 16.2 SG/16C GPU/16G	11/10/2022	2,618.00
5819 - Synchrony Bank	28-Logitech K750 Wireless Solar Keyboards (10)	11/10/2022	707.90
Account 54450 - Equipment Totals		Invoice 2	\$3,325.90
		Transactions	
Program 254000 - Infrastructure Totals		Invoice 2	\$3,325.90
		Transactions	
Program 256000 - Services			
Account 53150 - Communications Contract			
4170 - Comcast Cable Communications, INC	25 - Internet - 627 N Morton - 10/17-11/16/2022		178.45
4170 - Comcast Cable Communications, INC	25 - Internet - 3550 N Kinser - 10/27-11/26/2022		110.35
4170 - Comcast Cable Communications, INC	28-3940 N Kinser Pike-business serv./equip chgs- 10/21-11/20/22		159.58
Account 53150 - Communications Contract Totals		Invoice 3	\$448.38
		Transactions	
Program 256000 - Services Totals		Invoice 3	\$448.38
		Transactions	
Department 25 - Telecommunications Totals		Invoice 5	\$3,774.28
		Transactions	
Fund 401 - Non-Reverting Telecom (S1146) Totals		Invoice 5	\$3,774.28
		Transactions	
Fund 450 - Local Road and Street(S0706)			
Department 20 - Street			
Program 200000 - Main			



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Account 53520 - Street Lights / Traffic Signals

223 - Duke Energy	02-Illinois St/Illinois Ct-elec chgs 9/22-10/20/22	BC 2021-12	10/31/2022	8.34
223 - Duke Energy	02-W. 12th & N. Lindberg -elec. chgs 9/22-10/20/22	BC 2021-111	10/31/2022	4.52
223 - Duke Energy	02-N. Blair Ave-walkway elec chgs-9/22-10/20/22	BC 2021-76	10/31/2022	4.27
223 - Duke Energy	02-Rogers Rd Sidepath-elec chgs 9/17-10/17/22	BC 2019-99	10/31/2022	12.00
223 - Duke Energy	02-W 11th (Fairview & Fountain)-elec chgs 9/22-10/20/22	BC 2021-59	10/31/2022	54.52
223 - Duke Energy	02-Gray/Lemon/Fountain-elec chgs-9/22-10/20/22	BC 2021-143	10/31/2022	26.44
223 - Duke Energy	02-308 N Roger-crosswalk-elec chgs 9/28-10/26/22	BC 2021-94		11.45
223 - Duke Energy	02-W 17th St Reconstruction Proj-elec chgs 9/29-10/27/22	BC 2019-15		118.07
223 - Duke Energy	02-Henderson St Pathway-elec chgs 9/29-10/27/22	BC 2019-100		62.21

Account 53520 - Street Lights / Traffic Signals Totals	Invoice 9 Transactions	\$301.82
Program 200000 - Main Totals	Invoice 9 Transactions	\$301.82
Department 20 - Street Totals	Invoice 9 Transactions	\$301.82
Fund 450 - Local Road and Street(S0706) Totals	Invoice 9 Transactions	\$301.82

Fund 451 - Motor Vehicle Highway(S0708)

Department 20 - Street

Program 200000 - Main

Account 52110 - Office Supplies

6530 - Office Depot, INC	20-Office Supplies (pens,paper,clip boards, rubber bands)	11/10/2022	8.32
6530 - Office Depot, INC	20-Office Supplies (pens,paper,clip boards, rubber bands)	11/10/2022	76.09

Account 52110 - Office Supplies Totals	Invoice 2 Transactions	\$84.41
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Account 52210 - Institutional Supplies

313 - Fastenal Company	20-Safety Supplies for Crews	11/10/2022	80.05
	Account 52210 - Institutional Supplies Totals	Invoice 1	<u>\$80.05</u>
		Transactions	

Account 52340 - Other Repairs and Maintenance

603 - Traffic Control Corporation	20-Solar Powered Flashing Beacon for 10th Street	11/10/2022	6,443.00
	Account 52340 - Other Repairs and Maintenance Totals	Invoice 1	<u>\$6,443.00</u>
		Transactions	

Account 52420 - Other Supplies

294 - All-Phase Electric Supply, INC	20-17th & Walnut-50 amp breaker for traffic signal	11/10/2022	16.25
6262 - Koenig Equipment, INC	20-Blanket for misc supplies for tree/mowing crews	11/10/2022	57.15
	Account 52420 - Other Supplies Totals	Invoice 2	<u>\$73.40</u>
		Transactions	

Account 53130 - Medical

231 - IU Health OCC Health Services	20-C. Nichols-DOT 5 Panel E Screen-9/23/22	11/10/2022	50.00
231 - IU Health OCC Health Services	20-K. Blevins-DOT 10 Panel E Screen-9/30/22	11/10/2022	50.00
	Account 53130 - Medical Totals	Invoice 2	<u>\$100.00</u>
		Transactions	

Account 53150 - Communications Contract

5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	20-Two-way Radio Services-October 2022	11/10/2022	2,321.25
	Account 53150 - Communications Contract Totals	Invoice 1	<u>\$2,321.25</u>
		Transactions	

Account 53310 - Printing

7815 - A&M Graphics (Baugh Fine Print and Mailing)	20-Leafing Inserts in CBU water bills	11/10/2022	1,368.00
3892 - Midwest Color Printing, INC	20-Business Cards for Freddie Love	11/10/2022	62.06
	Account 53310 - Printing Totals	Invoice 2	<u>\$1,430.06</u>
		Transactions	



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Account 53510 - Electrical Services

223 - Duke Energy	02-Facilities Summary Billing Electric bill-3/10-10/3/22		10/31/2022	456.41
			Account 53510 - Electrical Services Totals	Invoice 1
				Transactions
				<u>\$456.41</u>

Account 53610 - Building Repairs

321 - Harrell Fish, INC (HFI)	20-SA-H/C Repair in Ready Room	BC 2021-111	11/10/2022	276.56
			Account 53610 - Building Repairs Totals	Invoice 1
				Transactions
				<u>\$276.56</u>

Account 53920 - Laundry and Other Sanitation Services

19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-10/19/22		11/10/2022	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-10/12/22		11/10/2022	34.28
			Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 2
				Transactions
				<u>\$68.56</u>

Account 53950 - Landfill

52226 - Hoosier Transfer Station-3140	20-Service fee for disposal of sweeper dumps-8/31/22		11/10/2022	1,975.61
52226 - Hoosier Transfer Station-3140	20-Service fee for disposal of sweeper dumps-9/28/22		11/10/2022	1,378.75
			Account 53950 - Landfill Totals	Invoice 2
				Transactions
				<u>\$3,354.36</u>

Account 53990 - Other Services and Charges

6152 - K&S Rolloff, INC	20-Rolloff Services for sweeper dumps-8/31/22		11/10/2022	500.00
6152 - K&S Rolloff, INC	20-Rolloff Services for sweeper dumps-9/28/22		11/10/2022	500.00
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-Pump saltwater collection tanks-9/12/22		11/10/2022	200.00
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-Pump Saltwater Collection Tanks-10/12/22		11/10/2022	200.00
			Account 53990 - Other Services and Charges Totals	Invoice 4
				Transactions
				<u>\$1,400.00</u>
			Program 200000 - Main Totals	Invoice 21
				Transactions
				<u>\$16,088.06</u>



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Department 20 - Street Totals		Invoice 21	\$16,088.06	
Fund 451 - Motor Vehicle Highway(S0708) Totals		Transactions		
		Invoice 21	\$16,088.06	
		Transactions		
Fund 452 - Parking Facilities(S9502)				
Department 26 - Parking				
Program 260000 - Main				
Account 43130 - Hourly Parking				
Joan Ellis	02 - Pay station didn't give correct change to customer	11/10/2022	15.00	
James Faris	26-paid ticket at pay station and at the exit gate	11/10/2022	3.00	
Kyle Moore	02 - Pay station didn't give correct change to customer	11/10/2022	4.00	
Account 43130 - Hourly Parking Totals		Invoice 3	\$22.00	
		Transactions		
Account 53510 - Electrical Services				
223 - Duke Energy	02-Facilities Summary Billing Electric bill-3/10-10/3/22	10/31/2022	3,126.91	
223 - Duke Energy	26-Trades Garage-489 W. 10th-elec chgs 8/23-9/21/22		1,936.72	
Account 53510 - Electrical Services Totals		Invoice 2	\$5,063.63	
		Transactions		
Account 53610 - Building Repairs				
4483 - City Lawn Corporation	26-SA -Mowing at 4th/Washington-10/6 & 10/12/22	BC 2021-104	11/10/2022	63.00
393 - Kone INC	26-SA- Repair Morton St Garage Elevator	Bc 2022-62	11/10/2022	21,995.67
393 - Kone INC	26-SA-Maintenance for Garages 10.1-10.31.2022	BC 2022-24	11/10/2022	1,880.00
227 - Otis Elevator Company	26-Final Pymt for Maintenance 2021-1/1-12/31/21		11/10/2022	1,823.61
Account 53610 - Building Repairs Totals		Invoice 4	\$25,762.28	
		Transactions		
Account 53630 - Machinery and Equipment Repairs				



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3397 - Evens Time, INC	26-SA- repair ticket jam at 4th Street Garage-9/22/22	BC 2021-123	11/10/2022	492.99
3397 - Evens Time, INC	26-SA-Repair Walnut St Garage gate arm-10/3/22	BC 2021-123	11/10/2022	562.99
Account 53630 - Machinery and Equipment Repairs Totals			Invoice 2 Transactions	<u>\$1,055.98</u>
Account 53840 - Lease Payments				
512 - 7th & Walnut , LLC	26-Walnut St Garage- December 2022 garage rent		11/10/2022	17,824.79
3887 - Mercury Development Group, LLC	26-Morton St Garage-December 2022 garage rent		11/10/2022	38,035.85
Account 53840 - Lease Payments Totals			Invoice 2 Transactions	<u>\$55,860.64</u>
Program 260000 - Main Totals			Invoice 13 Transactions	<u>\$87,764.53</u>
Department 26 - Parking Totals			Invoice 13 Transactions	<u>\$87,764.53</u>
Fund 452 - Parking Facilities(\$9502) Totals			Invoice 13 Transactions	<u>\$87,764.53</u>
Fund 454 - Alternative Transport(\$6301)				
Department 02 - Public Works				
Program 020000 - Main				
Account 43170.0005 - Residential Neighborhood Permits Zone # 5				
Jake Sullivan	26-permit not picked up-Permit #Z520220081		11/10/2022	48.00
Account 43170.0005 - Residential Neighborhood Permits Zone # 5 Totals			Invoice 1 Transactions	<u>\$48.00</u>
Account 46060 - Other Violations				
Mackenzie Hoffacker	26-Capital Recovery Systems charged customer twice		11/10/2022	60.00
Account 46060 - Other Violations Totals			Invoice 1 Transactions	<u>\$60.00</u>
Program 020000 - Main Totals			Invoice 2 Transactions	<u>\$108.00</u>
Department 02 - Public Works Totals			Invoice 2 Transactions	<u>\$108.00</u>



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Department **26 - Parking**

Program **260000 - Main**

Account **53310 - Printing**

8002 - Safeguard Business Systems, INC

26-window envelopes for Parking Services	11/10/2022	292.64
Account 53310 - Printing Totals	Invoice 1	<hr/> \$292.64
	Transactions	
Program 260000 - Main Totals	Invoice 1	<hr/> \$292.64
	Transactions	
Department 26 - Parking Totals	Invoice 1	<hr/> \$292.64
	Transactions	
Fund 454 - Alternative Transport(S6301) Totals	Invoice 3	<hr/> \$400.64
	Transactions	

Fund **455 - Parking Meter Fund(S2141)**

Department **09 - CFRD**

Program **090000 - Main**

Account **53960 - Grants**

175 - Monroe County Humane Association, INC

09-2021 DTO Grant - MCHA Emergency Pet Housing 11/10/2022 5,850.00

175 - Monroe County Humane Association, INC

09-2021 DTO Grant-MCHA Transient Outreach Vaccination Clinic 11/10/2022 1,340.69

Account 53960 - Grants Totals	Invoice 2	<hr/> \$7,190.69
	Transactions	
Program 090000 - Main Totals	Invoice 2	<hr/> \$7,190.69
	Transactions	
Department 09 - CFRD Totals	Invoice 2	<hr/> \$7,190.69
	Transactions	

Department **26 - Parking**

Program **260000 - Main**

Account **52110 - Office Supplies**

5819 - Synchrony Bank

26-note pads, sharpies for office 11/10/2022 30.57



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		Account 52110 - Office Supplies Totals	Invoice 1	\$30.57
Account 52340 - Other Repairs and Maintenance			Transactions	
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	26-remove police related equipment from Parking unit # 253		11/10/2022	135.00
		Account 52340 - Other Repairs and Maintenance Totals	Invoice 1	\$135.00
Account 52420 - Other Supplies			Transactions	
394 - Kleindorfer Hardware & Variety	26-misc parking supplies-gloves		11/10/2022	22.49
5783 - Parkmobile, LLC	26-hours of enforcement labels for signs		11/10/2022	74.40
5819 - Synchrony Bank	26-ruled paper, charging cord for iphone		11/10/2022	24.80
		Account 52420 - Other Supplies Totals	Invoice 3	\$121.69
Account 53310 - Printing			Transactions	
8002 - Safeguard Business Systems, INC	26-window envelopes for Parking Services		11/10/2022	292.64
		Account 53310 - Printing Totals	Invoice 1	\$292.64
		Program 260000 - Main Totals	Transactions	
		Department 26 - Parking Totals	Invoice 6	\$579.90
			Transactions	
		Fund 455 - Parking Meter Fund(S2141) Totals	Invoice 6	\$579.90
			Transactions	
			Invoice 8	\$7,770.59
			Transactions	
Fund 456 - MVH Restricted				
Department 20 - Street				
Program 200000 - Main				
Account 52330 - Street, Alley, and Sewer Material				
365 - Rogers Group, INC	20-Stone & sand for sidewalks projects		11/10/2022	295.49
		Account 52330 - Street, Alley, and Sewer Material Totals	Invoice 1	\$295.49
			Transactions	



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Account 52420 - Other Supplies

177 - Indiana Oxygen Company, INC	20-Propane cylinder fill for paving/sign crews		11/10/2022	76.38
			Account 52420 - Other Supplies Totals	Invoice 1
				Transactions
				\$76.38

Account 53990 - Other Services and Charges

7905 - IMS Infrastructure Management Services, LLC	20-Asset management data collection services- 9/18/22	BC 2021-81	11/10/2022	43,093.20
7905 - IMS Infrastructure Management Services, LLC	20-Asset management data collection services- 9/30/22	BC 2021-81	11/10/2022	25,072.90
			Account 53990 - Other Services and Charges Totals	Invoice 2
				Transactions
				\$68,166.10
			Program 200000 - Main Totals	Invoice 4
				Transactions
				\$68,537.97
			Department 20 - Street Totals	Invoice 4
				Transactions
				\$68,537.97
			Fund 456 - MVH Restricted Totals	Invoice 4
				Transactions
				\$68,537.97

Fund 600 - Cumulative Cap Imprv(CIG)(S2379)

Department 02 - Public Works

Program 020000 - Main

Account 52330 - Street, Alley, and Sewer Material

334 - Irving Materials, INC	20-Concrete for sidewalks & ADA ramps-Allendale & Walnut St Pk	BC 2022-010	11/10/2022	620.00
334 - Irving Materials, INC	20-Concrete for sidewalks & ADA ramps-Plymouth & Weymouth	BC 2022-010	11/10/2022	680.00
334 - Irving Materials, INC	20-Concrete for sidewalks & ADA ramps-Weymouth & Plymouth	BC 2022-010	11/10/2022	560.00
334 - Irving Materials, INC	20-Concrete for sidewalks & ADA ramps-Weymouth & Park Ridge Ct	BC 2022-010	11/10/2022	500.00
			Account 52330 - Street, Alley, and Sewer Material Totals	Invoice 4
				Transactions
				\$2,360.00
			Program 020000 - Main Totals	Invoice 4
				Transactions
				\$2,360.00
			Department 02 - Public Works Totals	Invoice 4
				Transactions
				\$2,360.00



Board of Public Works Claim Register

Invoice Date Range 10/29/22 - 11/10/22

Fund 600 - Cumulative Cap Imprv(CIG)(S2379) Totals		Invoice 4	\$2,360.00
		Transactions	
Fund 601 - Cumulative Capital Devlp(S2391)			
Department 02 - Public Works			
Program 020000 - Main			
Account 52330 - Street , Alley, and Sewer Material			
11243 - Core & Main, LP	20-ADA plates	11/10/2022	2,581.50
51575 - Ennis-Flint, INC	20-Premark 8' Left Turn Arrow	11/10/2022	1,403.00
4519 - Osburn Associates, INC	20-Film for street signs	11/10/2022	2,532.00
4519 - Osburn Associates, INC	20-Speed Limit & Traffic Does Not Stop Signs	11/10/2022	721.38
Account 52330 - Street , Alley, and Sewer Material Totals		Invoice 4	\$7,237.88
		Transactions	
Account 52420 - Other Supplies			
6222 - Apple, INC	20-Smart keyboards for Ipad (2)	11/10/2022	298.00
409 - Black Lumber Co. INC	20-Sign crew-heavy duty contractor bag	11/10/2022	33.94
4574 - John Deere Financial f.s.b. (Rural King)	20-Ratchet w/double hooks for brine machine/salt boxes	11/10/2022	269.94
394 - Kleindorfer Hardware & Variety	20-Hard Hats for Leafing (10)	11/10/2022	144.90
4519 - Osburn Associates, INC	20-Delinators (white, yellow, green) for traffic calming	11/10/2022	3,393.50
480 - Proveli, LLC (Hall Signs, INC)	20-Sign installation materials (nuts, bolts, washers)	11/10/2022	509.00
5819 - Synchrony Bank	20-Lithium Battery for Motorola two-way Radio	11/10/2022	96.98
3039 - Unistructural Support Systems, LTD	20-Sign Posts & Anchors	11/10/2022	7,400.00
Account 52420 - Other Supplies Totals		Invoice 8	\$12,146.26
		Transactions	
Program 020000 - Main Totals		Invoice 12	\$19,384.14
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 10/29/22 - 11/10/22

		Department 02 - Public Works Totals	Invoice 12 Transactions	\$19,384.14
Department 07 - Engineering				
Program 070000 - Main				
Account 54310 - Improvements Other Than Building				
421 - Centerstone Of Indiana, INC	07-ROW-Admin Settlement-1st St Reconst-Parcel 6		11/10/2022	9,600.00
7627 - River Town Construction, LLC	07-Sanitary sewer repair-821 W. 6th St lateral repair		11/10/2022	6,239.34
		Account 54310 - Improvements Other Than Building Totals	Invoice 2 Transactions	\$15,839.34
		Program 070000 - Main Totals	Invoice 2 Transactions	\$15,839.34
		Department 07 - Engineering Totals	Invoice 2 Transactions	\$15,839.34
Department 13 - Planning				
Program 130000 - Main				
Account 54310 - Improvements Other Than Building				
10081 - Strand Associates, INC	13 - Crosswalk Enhancement Project-8/1-8/31/22	BC 2020-49	11/10/2022	18,062.63
10081 - Strand Associates, INC	13 - Crosswalk Enhancement Project-9/1-9/30/22	BC 2020-49	11/10/2022	4,361.11
		Account 54310 - Improvements Other Than Building Totals	Invoice 2 Transactions	\$22,423.74
		Program 130000 - Main Totals	Invoice 2 Transactions	\$22,423.74
		Department 13 - Planning Totals	Invoice 2 Transactions	\$22,423.74
		Fund 601 - Cumulative Capital Devlp(S2391) Totals	Invoice 16 Transactions	\$57,647.22
Fund 730 - Solid Waste (S6401)				
Department 16 - Sanitation				
Program 160000 - Main				



Board of Public Works Claim Register

Invoice Date Range 10/29/22 - 11/10/22

Account 52310 - Building Materials and Supplies

4574 - John Deere Financial f.s.b. (Rural King)	16-Mechanic in a bottle and leafing bags		11/10/2022	126.09
			Account 52310 - Building Materials and Supplies Totals	Invoice 1
				Transactions
				\$126.09

Account 52420 - Other Supplies

7076 - Beaver Research Company	16-Cleaning products for trucks (Foaming Soap)		11/10/2022	540.65
793 - Indiana Safety Company, INC	16-Winter gloves, vests, jersey, coated & leather Gloves		11/10/2022	1,065.52
394 - Kleindorfer Hardware & Variety	16-plug & chuck for power washer		11/10/2022	3.08
			Account 52420 - Other Supplies Totals	Invoice 3
				Transactions
				\$1,609.25

Account 53140 - Exterminator Services

51538 - Economy Termite & Pest Control, INC	16- Exterminator Services @ Sanitation, 10/10/2022	BC 2021-151	11/10/2022	125.00
			Account 53140 - Exterminator Services Totals	Invoice 1
				Transactions
				\$125.00

Account 53240 - Freight / Other

7076 - Beaver Research Company	16-Cleaning products for trucks (Foaming Soap)		11/10/2022	132.82
793 - Indiana Safety Company, INC	16-Winter gloves, vests, jersey, coated & leather Gloves		11/10/2022	76.04
			Account 53240 - Freight / Other Totals	Invoice 2
				Transactions
				\$208.86

Account 53510 - Electrical Services

223 - Duke Energy	02-Facilities Summary Billing Electric bill-3/10-10/3/22		10/31/2022	154.11
			Account 53510 - Electrical Services Totals	Invoice 1
				Transactions
				\$154.11

Account 53640 - Hardware and Software Maintenance

7146 - Routeware, INC	02-Annual Renewal/Maint Fee-Sanitation Software - 7/1/22-6/30/23	BC 2022-096	11/10/2022	5,000.00
			Account 53640 - Hardware and Software Maintenance Totals	Invoice 1
				Transactions
				\$5,000.00



Board of Public Works Claim Register

Invoice Date Range 10/29/22 - 11/10/22

Account 53920 - Laundry and Other Sanitation Services

19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-10/12/22	11/10/2022	4.62
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-10/12/22	11/10/2022	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-10/19/22	11/10/2022	4.62
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-10/19/22	11/10/2022	23.26

Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 4 Transactions	<u>\$55.76</u>
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Account 53950 - Landfill

52226 - Hoosier Transfer Station-3140	16-recycling fees-10/3-10/13/22	11/10/2022	2,402.38
52226 - Hoosier Transfer Station-3140	16-trash disposal fee-10/1-10/15/22	11/10/2022	13,895.00

Account 53950 - Landfill Totals	Invoice 2 Transactions	<u>\$16,297.38</u>
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Program 160000 - Main Totals	Invoice 15 Transactions	<u>\$23,576.45</u>
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Department 16 - Sanitation Totals	Invoice 15 Transactions	<u>\$23,576.45</u>
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Fund 730 - Solid Waste (S6401) Totals	Invoice 15 Transactions	<u>\$23,576.45</u>
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Fund 800 - Risk Management(S0203)

Department 10 - Legal

Program 100000 - Main

Account 53130 - Medical

8421 - Andrew C Hite	10-reimb for CDL physical-9/9/22	11/10/2022	100.00
8422 - Michael S Miller	10-reimb for CDL physical-10/13/22	11/10/2022	100.00
8415 - Chad Nichols	10-reimb for CDL physical-10/7/22	11/10/2022	100.00

Account 53130 - Medical Totals	Invoice 3 Transactions	<u>\$300.00</u>
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Board of Public Works Claim Register

Invoice Date Range 10/29/22 - 11/10/22

Account 53420 - Worker's Comp & Risk

7792 - ONB Benefit Administration LLC (JWF Specialty)	10-Worker's Comp Payment 9.29.2022-10.5.2022		1,532.32
7792 - ONB Benefit Administration LLC (JWF Specialty)	10- Worker's Comp Payment 9.15.2022-9.21.2022		402.84
	Account 53420 - Worker's Comp & Risk Totals	Invoice 2	<u>\$1,935.16</u>
	Program 100000 - Main Totals	Transactions	
		Invoice 5	<u>\$2,235.16</u>
	Department 10 - Legal Totals	Transactions	
		Invoice 5	<u>\$2,235.16</u>
	Fund 800 - Risk Management(S0203) Totals	Transactions	
		Invoice 5	<u>\$2,235.16</u>
		Transactions	

Fund 801 - Health Insurance Trust

Department 12 - Human Resources

Program 120000 - Main

Account 53990.1201 - Other Services and Charges Health Insurance

17785 - The Howard E. Nyhart Company, INC	12-Nyhart Interim GASB 75 Interim Report	11/10/2022	2,600.00
	Account 53990.1201 - Other Services and Charges Health Insurance Totals	Invoice 1	<u>\$2,600.00</u>
	Program 120000 - Main Totals	Transactions	
		Invoice 1	<u>\$2,600.00</u>
	Department 12 - Human Resources Totals	Transactions	
		Invoice 1	<u>\$2,600.00</u>
	Fund 801 - Health Insurance Trust Totals	Transactions	
		Invoice 1	<u>\$2,600.00</u>
		Transactions	

Fund 802 - Fleet Maintenance(S9500)

Department 17 - Fleet Maintenance

Program 170000 - Main

Account 52230 - Garage and Motor Supplies

50605 - Bauer Built, INC	17 - 13 tires for stock and 8 scrap tire disposal & 6 repaired	11/10/2022	4,299.86
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Board of Public Works Claim Register

Invoice Date Range 10/29/22 - 11/10/22

4693 - Monroe County Tire & Supply, INC	17 - 6 -Goodyear G622 RSD 14ply tires for various vehicles		11/10/2022	1,543.02
4693 - Monroe County Tire & Supply, INC	17 - (2) tires for various vehicles - Yokohama 95H Ascend LX		11/10/2022	320.50
4693 - Monroe County Tire & Supply, INC	17 - (4) F'stone Fhawk pursuit 103W blk tires - various vehicles		11/10/2022	534.56
4693 - Monroe County Tire & Supply, INC	17 - (4) Michelin Energy Saver AS tires for various vehicles		11/10/2022	682.60
Account 52230 - Garage and Motor Supplies Totals			Invoice 5 Transactions	\$7,380.54

Account 52240 - Fuel and Oil

7854 - Premier AG CO-OP, INC (Premier Energy)	17 - unleaded fuel (8,,489 gallons)-10/05/22	BC 2021-84D	11/10/2022	36,753.13
7854 - Premier AG CO-OP, INC (Premier Energy)	17 -unleaded fuel (8,008 gallons)-10/18/22	BC 2021-84D	11/10/2022	30,074.84
7854 - Premier AG CO-OP, INC (Premier Energy)	17 - diesel fuel B20 PDX4 Clear on Road (7,286 gal)- 10/26/22	BC 2021-84D	11/10/2022	37,782.28
Account 52240 - Fuel and Oil Totals			Invoice 3 Transactions	\$104,610.25

Account 52320 - Motor Vehicle Repair

4135 - Andy Mohr Truck Center	17 - 960 pivot and flasher		11/10/2022	42.70
1107 - Best Equipment Company, INC	17 - #498- check valve		11/10/2022	137.43
244 - Bloomington Ford, INC	17- Circuit breaker assembly for ford		11/10/2022	68.45
244 - Bloomington Ford, INC	17- spindle rod end for ford		11/10/2022	182.77
5792 - Clark Truck Equipment Co., INC	17- #409- chain weldment		11/10/2022	535.00
5792 - Clark Truck Equipment Co., INC	17 - #409 -clutch and bearing		11/10/2022	309.00
4046 - Heritage-Crystal Clean, INC	17 - anti freeze stock - 30 gal		11/10/2022	346.74
455 - Industrial Service & Supply, INC	17 - 2 90 deg ORB adjustable elbows, 1-45 deg Adjustable elbow		11/10/2022	17.12
796 - Interstate Battery System of Bloomington, INC	17 - 4-31-MHD, MTP-48/H6, 4 MTP-65HD, MTX-94R/H7 batteries		11/10/2022	1,260.54
53385 - O'Reilly Automotive Stores, INC	17- misc. truck parts - Glow plug, Air Temp Sensor, Map sensor		11/10/2022	279.65



Board of Public Works Claim Register

Invoice Date Range 10/29/22 - 11/10/22

53385 - O'Reilly Automotive Stores, INC	17- misc. truck parts - Brake Rotor	11/10/2022	157.00
53385 - O'Reilly Automotive Stores, INC	17- misc. truck parts - Tensioner	11/10/2022	51.58
19681 - Southeastern Equipment Co, INC	17 # 459- valve unit	11/10/2022	920.70
19681 - Southeastern Equipment Co, INC	17 # 459- cylinder barrel	11/10/2022	1,144.77
582 - Town & Country Chrysler Dodge Jeep, INC	17- misc. Chrysler parts - 4 slim line Seals	11/10/2022	80.00
582 - Town & Country Chrysler Dodge Jeep, INC	17- Fuel injector, Fuel injector Oring kit, Rear view camera	11/10/2022	466.26
582 - Town & Country Chrysler Dodge Jeep, INC	17- misc. Chrysler parts - Relay	11/10/2022	109.16
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-Heater Core HVAC Unit AC- Freightliner parts	11/10/2022	480.77
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-Headlamp, heater core HVAC Unit AC- Freightliner parts	11/10/2022	218.21
7555 - VoMac Truck Sales & Service INC	17- misc. mack parts - Cylinder	11/10/2022	1,276.20
7555 - VoMac Truck Sales & Service INC	17- misc. mack parts - DPF/Stage1 Pneumatic	11/10/2022	250.00
Account 52320 - Motor Vehicle Repair Totals		Invoice 21 Transactions	\$8,334.05
Account 52420 - Other Supplies			
177 - Indiana Oxygen Company, INC	17 - compressed oxygen for torch welder and etc	11/10/2022	27.00
177 - Indiana Oxygen Company, INC	17 -Dissolved Acetylene for torch welder and etc	11/10/2022	80.64
177 - Indiana Oxygen Company, INC	17 -various gases for torch welder and etc	11/10/2022	234.25
8181 - Lawson Products, INC	17 - cable ties, hexnuts, steel split lock washers, etc.	11/10/2022	900.24
Account 52420 - Other Supplies Totals		Invoice 4 Transactions	\$1,242.13
Account 53130 - Medical			
231 - IU Health OCC Health Services	17-K. Arthur-DS DOT 5 Panel E Screen-9/29/22	11/10/2022	50.00
Account 53130 - Medical Totals		Invoice 1 Transactions	\$50.00



Board of Public Works Claim Register

Invoice Date Range 10/29/22 - 11/10/22

Account 53510 - Electrical Services

223 - Duke Energy	02-Facilities Summary Billing Electric bill-3/10-10/3/22	10/31/2022	24.22
Account 53510 - Electrical Services Totals		Invoice 1 Transactions	\$24.22

Account 53620 - Motor Repairs

4474 - Ken's Westside Service & Towing, LLC	17 - towing services - Unit #462-10/19/22	11/10/2022	50.00
4474 - Ken's Westside Service & Towing, LLC	17 - towing services - black Ford Taurus-10/19/22	11/10/2022	75.00
4474 - Ken's Westside Service & Towing, LLC	17-towing-International Workstar 7400-25 ton wrecker-10/26/22	11/10/2022	287.50
4474 - Ken's Westside Service & Towing, LLC	17 - towing services - Chevrolet Silverado, 10/26/22	11/10/2022	485.00
4474 - Ken's Westside Service & Towing, LLC	17 - towing services -Unit #529-10/19/22	11/10/2022	58.00
Account 53620 - Motor Repairs Totals		Invoice 5 Transactions	\$955.50

Account 53650 - Other Repairs

3286 - Peacetree, INC (PEI Maintenance)	17BC2022-058 fuel tank inspection/serv-8/1/22-8/31/23	BC 2022-058 11/10/2022	7,290.00
Account 53650 - Other Repairs Totals		Invoice 1 Transactions	\$7,290.00

Account 53920 - Laundry and Other Sanitation Services

19171 - Aramark Uniform & Career Apparel Group, INC	17 -mat rentals & shop towels, 10/12/2022	11/10/2022	77.36
19171 - Aramark Uniform & Career Apparel Group, INC	17-City portion of uniform rentals for 10/12	11/10/2022	20.00
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat rentals & shop towels, 10/19/2022	11/10/2022	77.36
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals, 10/19/2022	11/10/2022	19.70
Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 4 Transactions	\$194.42
Program 170000 - Main Totals		Invoice 45 Transactions	\$130,081.11
Department 17 - Fleet Maintenance Totals		Invoice 45 Transactions	\$130,081.11



Board of Public Works Claim Register

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Fund **802 - Fleet Maintenance(S9500)** Totals

Invoice 45
Transactions \$130,081.11

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 URM	10/31/2022	83.55
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/31/2022	782.65
17785 - The Howard E. Nyhart Company, INC	12-City URM	10/31/2022	383.50
17785 - The Howard E. Nyhart Company, INC	12-Debit Card Replacement - Carmichael	11/01/2022	10.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/03/2022	105.00
17785 - The Howard E. Nyhart Company, INC	12-City URM		400.10

Account **53990.1271 - Other Services and Charges Section 125 - URM- City** Totals

Invoice 6
Transactions \$1,764.80

Account **53990.1281 - Other Services and Charges Section 125 - URM- Util**

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/31/2022	14.84
17785 - The Howard E. Nyhart Company, INC	12-Util URM	11/02/2022	10.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/03/2022	225.00

Account **53990.1281 - Other Services and Charges Section 125 - URM- Util** Totals

Invoice 3
Transactions \$249.84

Account **53990.1283 - Other Services and Charges Health Savings Account**

17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions - 11-4-22	11/03/2022	18,406.53
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Account **53990.1283 - Other Services and Charges Health Savings Account** Totals

Invoice 1
Transactions \$18,406.53

Program **120000 - Main** Totals

Invoice 10
Transactions \$20,421.17



Board of Public Works Claim Register

Invoice Date Range 10/29/22 - 11/10/22

Fund **978 - City 2016 GO Bond Proceeds**

Department **06 - Controller's Office**

Program **06016C - 2016 C Jackson Trail**

Account **54310 - Improvements Other Than Building**

16 - Butler, Fairman & Seufert, INC

13-Jackson Creek Trail Phase 2_Design-8/1-9/30/22 BC 2019-88 11/10/2022 109.07

Account 54310 - Improvements Other Than Building Totals	Invoice 1	\$109.07
	Transactions	
Program 06016C - 2016 C Jackson Trail Totals	Invoice 1	\$109.07
	Transactions	
Department 06 - Controller's Office Totals	Invoice 1	\$109.07
	Transactions	
Fund 978 - City 2016 GO Bond Proceeds Totals	Invoice 1	\$109.07
	Transactions	
Grand Totals	Invoice 342	\$731,381.40
	Transactions	

REGISTER OF CLAIMS
Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/10/22	Claims				\$731,381.40
					<u>\$731,381.40</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$731,381.40

Dated this 7th day of November 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 _____