

# **Board of Public Works Meeting**

## **December 06, 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](http://bloomington.in.gov) rather than in person

**AGENDA  
BOARD OF PUBLIC WORKS  
December 06, 2022**

A Regular Meeting of the Board of Public Work will be held Tuesday, December 06, 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/86377684606?pwd=d0hMby9PaUtHdS9kMkJqaFFOMm9BZz09>

**Meeting ID: 863 7768 4606 Passcode: 420622**

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](http://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](mailto:public.works@bloomington.in.gov).

**I. MESSAGES FROM BOARD MEMBERS**

**II. PETITIONS AND REMONSTANCES**

**III. CONSENT AGENDA**

1. Approval of Minutes November 22, 2022
2. 2023 Service Agreement with Cummins, Inc., for Maintenance and Repair of Generators
3. Outdoor Lighting Service Agreements with Duke Energy for W. 12<sup>th</sup> through W. 15<sup>th</sup> Streets
4. Outdoor Lighting Service Agreement with Duke Energy for Dead End of E.Woodstock Place
5. 2023 Parker Technology, LLC Service Agreement for Video/Audio Communications and Monitoring
6. 2023 Evens Time Service Agreement for Support and Maintenance of PARCS Equipment
7. Resolution 2022-87; Declaration of Surplus from ITS
8. Resolution 2022-88; Declaration of Surplus from Sanitation
9. Approval of Payroll

**IV. NEW BUSINESS**

1. Resolution 2022-90; Temporary Moratorium on the Consideration of Special Event Applications
2. Memorandum of Understanding between Duke Energy and Parks & Recreation for the Reliability Project
3. Contract with E&B Paving, LLC for the Maxwell Lane Traffic Calming Project
4. Request from AEG for Lane and Sidewalk Closure
5. Contract with CE Solutions for Visual Structural Assessment of Morton and Walnut Street Garages
6. 2023 Service Agreement with Ann-Kriss, LLC for Maintenance and Repair Services at City Hall Facilities
7. Contract with Ann-Kriss, LLC for the Renovation of Fire Station #4

**V. STAFF REPORTS & OTHER BUSINESS**

**VI. APPROVAL OF CLAIMS**

**VII. ADJOURNMENT**

The Board of Public Works meeting was held Monday, November 22, 2022 at 5:30 pm in the Council Chambers of City Hall at 401 N. Morton St., Bloomington, Indiana and virtually through Zoom with Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard  
Elizabeth Karon

**ROLL CALL**

City Staff: Adam Wason -- Public Works  
Chris Wheeler – City Legal  
Rob Council – Housing and Neighborhood Development  
Roy Aten -- Engineering  
Andrew Cibor – Engineering  
Sara Gomez – Engineering  
Jason Kerr – Engineering

None

**MESSAGES FROM BOARD MEMBERS**

Joe Davis, announced that it was Hoagie Carmichael’s birthday and that he wrote Stardust just two doors down from Mr. Davis.

**PUBLIC COMMENT**

Chris Wheeler, City Legal, asked Rob Council, Housing and Neighborhood Development, to describe the state of the property. Council described the property as being filled with garbage, rotting wood, plastic buckets, and other refuse that is not acceptable. Wheeler asked if Council had issued Notices of Violation previously for the same violations. Council confirmed. Wheeler asked if the state of the property was the same or worse when Council issued the Notice of Violation on October 07, 2022. Council stated the property is in worse condition. Wheeler presented Appeal Notice of Violation #62022-10-0085 at 530 S. Washington Street and asked that the Board uphold this appeal based upon the statement of Council and the photographs that were submitted showing the state of the property.

**PETITIONS& REMONSTRANCES**  
**Appeal Notice of Violation #62022-10-0085 at 530 S. Washington Street**

Mr. Davis, appellant, began by stating that he was excited when he left from the last appeal because he thought he would get a comprehensive list of what he needs to do in order to be in compliance. Mr. Davis stated that less than one week after his appeal, he was given another Notice of Violation. He continued that he assumes this violation was issued because of his compost, which has since been cleaned up. He stated that he works 10-12 hours per day on his property, and that it is an active construction site. Mr. Davis stated that it is unfair for him to be targeted by so many departments. He also stated that he has based all of his efforts to clean his property on the comments from the first notices he received. He has received no further instruction on what needed to be done in order for his property to be in compliance. Mr. Davis explained that he has not seen any of the photos that the City has taken. Wheeler explained that there should be no confusion because the photos that the City has provided are of his property. Wheeler went on to explain that the notice of violation is for the unlawful action of Mr. Davis when he placed and scattered recyclable materials and yard waste all across his premises. Wheeler stated that, from the photographs, what he sees is paper, wood, cans, glass and construction debris. He does not see construction materials. All materials were on the premises on the date the violation was issued. Cox Deckard permitted Mr. Davis an additional two minutes to wrap up his comments. Mr. Davis said that the materials that are in the photographs are recycled because he is a sustainable builder. Adam Wason, Public Works, asked if Mr. Davis had any current building permits. Davis said no, and that he does not need one according to the

Log Cabin Rule. Mr. Davis also asked why photos were being taken after he filed the appeal. Wason stated it is standard practice to continually monitor the property. Cox Deckard stated that the Board asks for documentation on what the property looks like, to see if there has been any changes or modifications to the property.

**Board Comments:** Karon asked when the photos were taken that were provided to the Board by City staff. Council stated that they were taken on November 14<sup>th</sup>. Karon asked Mr. Davis if the photos he sent were taken today. Mr. Davis was unclear on the date.

Karon made a motion to deny the Appeal Notice of Violation #62022-10-0085 at 530 S. Washington Street. Cox Deckard seconded. All in favor, motion is passed.

1. Approval of Minutes; November 07, 2022
2. Addendum #1 to 2022 Kone Service Agreement
3. 2023 Service Agreement with Economy Pest & Termite
4. 2023 Service Agreement with Everywhere Signs
5. 2023 Service Agreement with HFI for HVAC Repairs and Maintenance
6. 2023 Service Agreement with HFI for Plumbing Repairs and Maintenance
7. 2023 Service Agreement with Indiana Door & Hardware
8. 2023 Service Agreement with Nature’s Way
9. 2023 Service Agreement with Photizo, LLC dba Fish Window Cleaning
10. 2023 Service Agreement with Thrasher Landscaping
11. 2023 Service Agreement with Umphress Masonry
12. Approval of Payroll

**CONSENT AGENDA**

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

Roy Aten, Engineering, presented Change Orders #1 & #2 for the Jackson Creek Trail Phase II Project. See meeting packet for details.

**Board Comments:** None

Karon made a motion to approve Change Orders #1 & #2 for the Jackson Creek Trail Phase II Project. Cox Deckard seconded. All in favor, motion is passed with one recusal.

Roy Aten, Engineering, presented Change Order #8 for the 7<sup>th</sup> Street Protected Bike Lane Project. See meeting packet for details.

**Board Comments:** None

Karon made a motion to approve Change Order #8 for the 7<sup>th</sup> Street Protected Bike Lane Project. Cox Deckard seconded. All in favor, motion is passed.

Roy Aten, Engineering, presented Preliminary Engineering Agreement with CSX Transportation, Inc. See meeting packet for details.

**Board Comments:** Karon asked if this agreement is a standard agreement as with other projects that are near railroads. Aten confirmed.

Karon made a motion to approve Preliminary Engineering Agreement with CSX Transportation, Inc. Cox Deckard seconded. All in favor, motion is passed.

**NEW BUSINESS**  
**Change Orders #1 & #2 for the Jackson Creek Trail Phase II Project**

**Change Order #8 for the 7<sup>th</sup> Street Protected Bike Lane Project**

**Preliminary Engineering Agreement with CSX Transportation, Inc.**



Andrew Cibor Engineering, presented Alley Right-of-Way Dedication at 400 W. 7<sup>th</sup> Street (Johnson Creamery). See meeting packet for details.

**Alley Right-of-Way Dedication at 400 W. 7<sup>th</sup> Street (Johnson Creamery)**

**Board Comments:** Wason stated that there was extensive talk during the work session on the proposal. Stated that this dedication does not provide any benefit to the City and so the Board is asked to deny the request. Cox Deckard confirmed that during the work session it was discussed that this right-of-way dedication would not benefit the City.

Karon made a motion to deny the Alley Right-of-Way Dedication at 400 W. 7<sup>th</sup> Street (Johnson Creamery). Cox Deckard seconded. All in favor, motion is passed.

Sara Gomez, Engineering, presented Change Orders #1 & #2 for the Crosswalks HSIP Project. See meeting packet for details.

**Change Orders #1 & #2 for the Crosswalks HSIP Project**

**Board Comments:** None

Karon made a motion to approve Change Orders #1 & #2 for the Crosswalks HSIP Project. Cox Deckard seconded. All in favor, motion is passed.

Sara Gomez, Engineering, presented Contract with E&B Paving for the W. Allen St. Greenway Project. See meeting packet for details.

**Contract with E&B Paving for the W. Allen St. Greenway Project**

**Board Comments:** None

Karon made a motion to approve Contract with E&B Paving for the W. Allen St. Greenway Project. Cox Deckard seconded. All in favor, motion is passed.

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

**Lane and Sidewalk Closure Requests from AEG**

**Board Comments:** Karon mentioned that during the work session it was discussed that there is ongoing communication regarding the door hangers. Kerr confirmed that the conversations are ongoing.

Karon made a motion to approve Lane and Sidewalk Closure Requests from AEG. Cox Deckard seconded. All in favor, motion is passed.

None

**STAFF REPORTS AND OTHER BUSINESS**

Karon made a motion to approve claims in the amount of \$441,501.63. Cox Deckard seconded. All in favor, motion is passed.

Cox Deckard called for adjournment at 6:28 p.m.

**CLAIMS**

Accepted By:

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

**ADJOURNMENT**

\_\_\_\_\_  
Elizabeth Karon, Secretary

Date:

Attest to:



# Board of Public Works Staff Report

**Project/Event:** Generator Service Agreement with Cummins  
**Petitioner/Representative:** Public Works Facilities Division  
**Staff Representative:** J. D. Boruff, Operations and Facilities Director  
**Meeting Date:** 12/06/2022

This service agreement covers planned an unplanned preventative maintenance for generators at the following facilities:

Police Headquarters  
City Hall  
Fire Stations #1, #2, #3, #4, and #5  
Dispatch Center  
Fleet Maintenance Garage

Compensation not to exceed \$48,582.53.

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: Cummins, Inc

Contract Amount: 48,582.53

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 to renew a service agreement. No bidding was involved	<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:

This is to renew a service agreement. No bidding was involved

JD Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department

## **2023 SERVICE AGREEMENT BETWEEN CITY OF BLOOMINGTON PUBLIC WORKS DEPARTMENT AND CUMMINS, INC.**

This Agreement, entered into on this 6<sup>th</sup> day of December, 2022, by and between the City of Bloomington Department of Public Works (the “Department”), and Cummins, Inc. (“Contractor”).

**Article 1. Scope of Services** Contractor shall perform planned maintenance of emergency power generation equipment at City facilities. 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. The locations of the facilities and the costs of this maintenance at these facilities are contained in Exhibit A, attached hereto and incorporated herein by reference as though fully set forth. Contractor shall complete the Services required under this Agreement on or before December 31, 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 Forty-Eight Thousand Five-Hundred Eighty-Two Dollars and Fifty-Three Cents (\$48,582.53). 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](mailto: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.** 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 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 B, 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:** Cummins, Inc., Attn: Nicholas T. Davison, 3621 West Morris St., Indianapolis, IN 46241.

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 C, affirming that Contractor has not engaged in any collusive conduct. Exhibit C 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.

**Article 26: Warranty** All parts and components furnished hereunder shall be warranted in accordance with the applicable manufacturer's express warranty for any goods for a period of one (1) year and CSS's standard warranty for workmanship for a period of ninety (90) days, and any rights thereto shall pass on to Owner. THE WRITTEN WARRANTIES SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE IS EXPRESSLY EXCLUDED. THE REMEDY PROVIDED THEREIN SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY.

**Article 27: Limitation of Liability** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING LOST PROFITS OR SAVINGS, LOSS OF USE, LOSS OF DATA, OR DOWNTIME) EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE, EXCEPT THAT THE FOREGOING SHALL NOT RESTRICT A PARTY'S ABILITY TO RECOVER DIRECT DAMAGES FOR BREACH OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CSS'S TOTAL AND CUMULATIVE LIABILITY EXCEED TWO MILLION DOLLARS (\$2,000,000.00). NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

**CITY OF BLOOMINGTON**

**Cummins, Inc.**

\_\_\_\_\_  
Beth Cate, Corporation Counsel

\_\_\_\_\_  
Kerrin Washerstrom,  
PEM Administration Manager

**CITY OF BLOOMINGTON PUBLIC WORKS**

\_\_\_\_\_  
Adam Wason, Director

\_\_\_\_\_  
Kyla Cox Deckard, President  
Board of Public Works



**EXHIBIT A**  
**SCOPE OF SERVICES**

Scope of Services includes: the emergency power generation equipment maintenance according to the schedule and location of generators for City facilities identified in the attached scope, which is incorporated herein.







## Board of Public Works Staff Report

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

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

**Staff Representative:** Christina Smith

**Meeting Date:** December 6, 2022

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The following existing street light locations will be converted from older, legacy sodium vapor street lights to modern and efficient Light Emitting Diode (LED) technologies as part of the Department of Public Works (DPW) LED Light Conversion Program.

The streetlights will consist of LED full cut off roadway style fixtures mounted on existing poles. These lights will be leased through Duke Energy with the City paying for the equipment, and the ongoing monthly energy usage and maintenance costs with Duke providing the maintenance services. All of the costs associated with street lights will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

1. Location: **Along W 12<sup>th</sup> Street**  
Section: Between N Lindbergh Drive and the cul-de-sac bulb  
Section: Between N Fairview Street and N Jackson Street  
Fixture: Six (6) 70 W LED Roadway fixtures mounted on existing poles  
Equipment Cost: \$2,451.78  
Estimated Monthly Charge: \$30.60
2. Location: **Along W 13<sup>th</sup> Street**  
Section: Between N Illinois Street and N Summit Street  
Section: Between N Maple Street and N Rogers Street  
Fixture: Ten (10) 70W LED Roadway fixtures mounted on existing poles  
Equipment Cost: \$26,020.60  
Estimated Monthly Charge: \$65.40
3. Location: **Along W 14<sup>th</sup> Street**  
**Section:** Between N Monroe Street and the cul-de-sac  
Fixture: Three (3) 70W LED Roadway fixtures mounted on existing poles  
Equipment Cost: \$1,225.89  
Estimated Monthly Charge: \$15.30
4. Location: **Along W 15<sup>th</sup> Street**  
Section: Between N Lindbergh Drive and N Hancock Drive  
Section: Between N Maple Street and N Madison Street  
Section: Between N Madison Street and N Woodburn Avenue  
Fixture: Nine (9) 70W LED Roadway fixtures mounted on existing pole  
Equipment Cost: \$6,366.51  
Estimated Monthly Charge: \$47.61

# City of Bloomington Contract and Purchase Justification Form

Vendor: Duke Energy

Contract Amount: \$2,451.78

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

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

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

Christina Smith

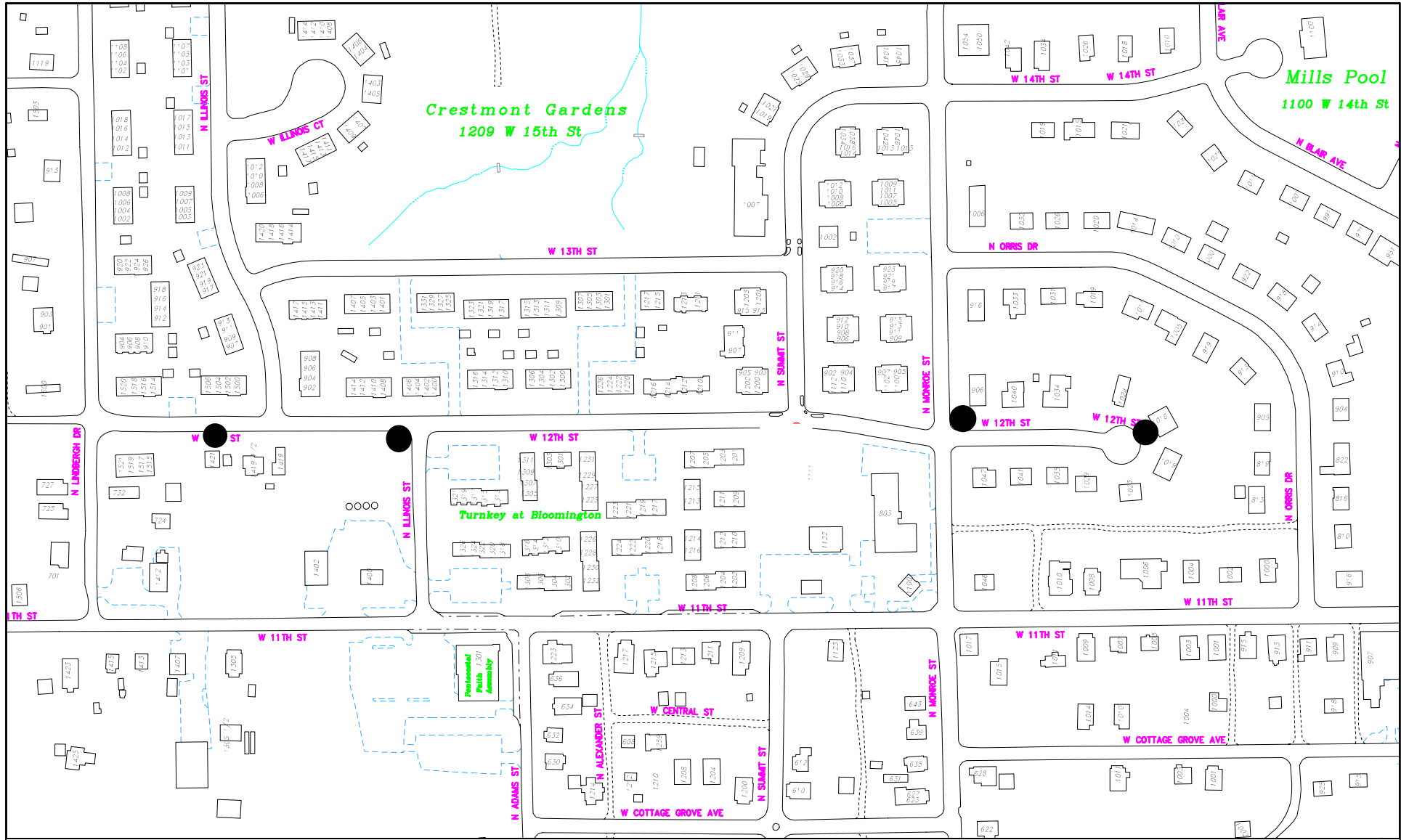
Project Coordinator

Department of Public Works

Print/Type Name

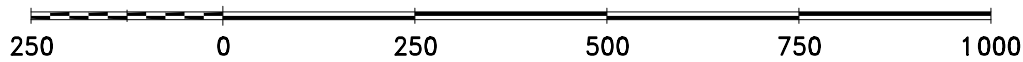
Print/Type Title

Department



● Street Light Locations

By: smithc  
14 Sep 22



For reference only; map information NOT warranted.



City of Bloomington  
Public Works



Scale: 1" = 250'



USP: Add Up Stream Protection, Facility ID, and Blocking Device Type  
 USP:  
 USP:  
 USP:  
 USP:

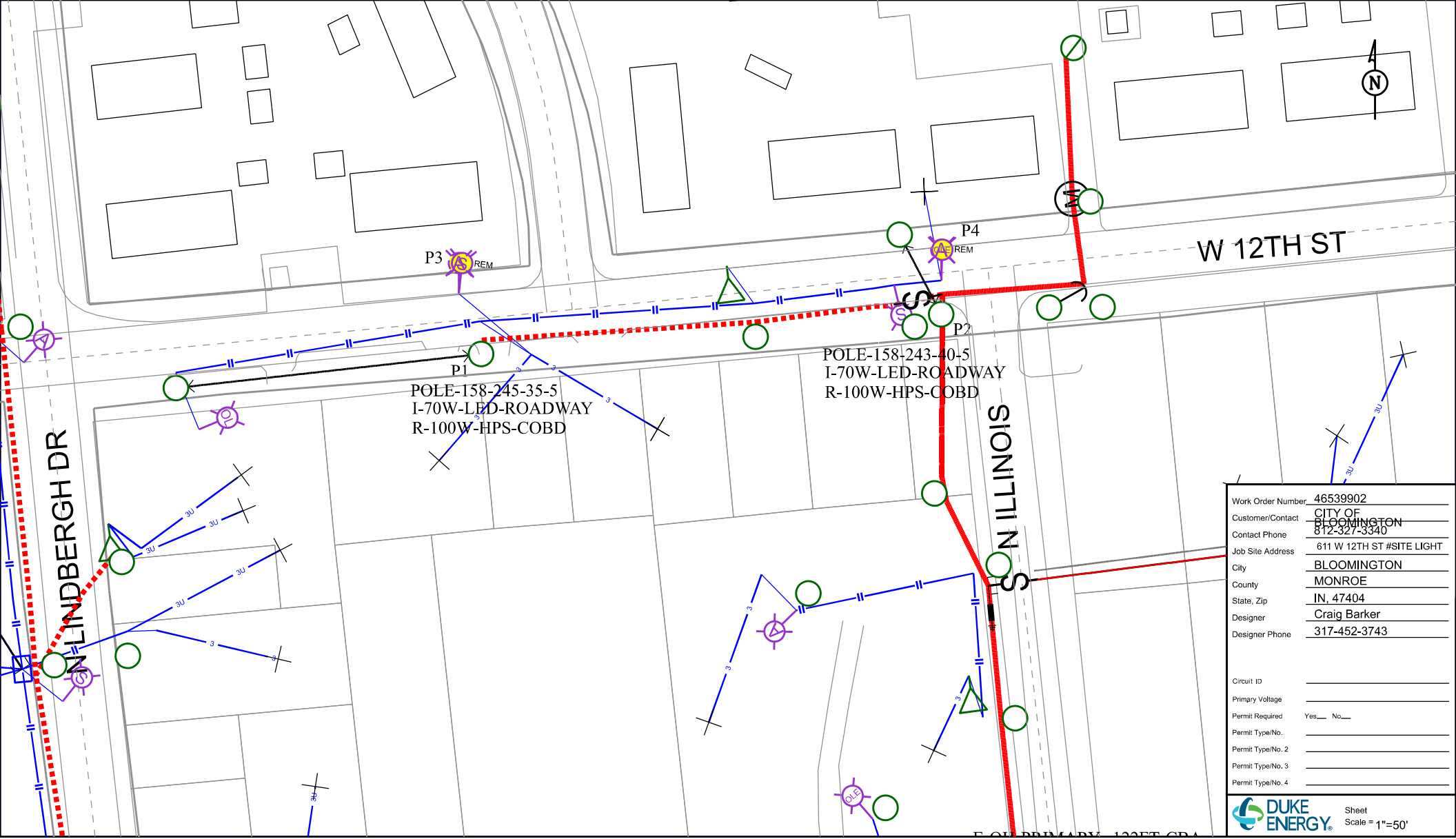


Safety Reminders / Adverse Conditions  
 ?:  
 ?:  
 ?:

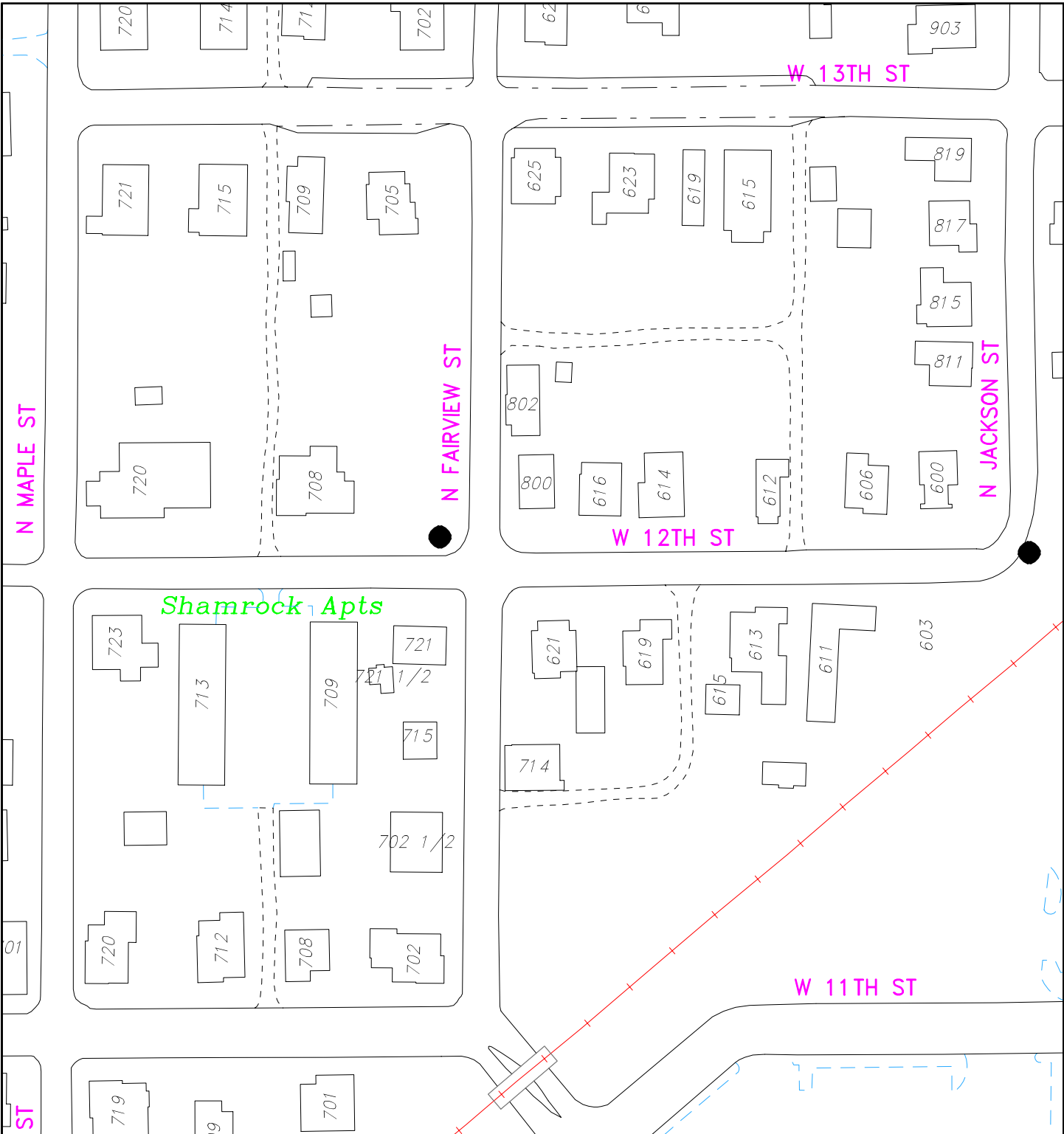


Work Zone General Comments: Double click to e

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

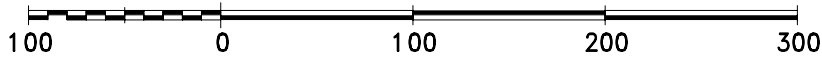


Work Order Number	46539902
Customer/Contact	CITY OF BLOOMINGTON
Contact Phone	812-327-3340
Job Site Address	611 W 12TH ST #SITE LIGHT
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47404
Designer	Craig Barker
Designer Phone	317-452-3743
Circuit ID	_____
Primary Voltage	_____
Permit Required	Yes___ No___
Permit Type/No.	_____
Permit Type/No. 2	_____
Permit Type/No. 3	_____
Permit Type/No. 4	_____



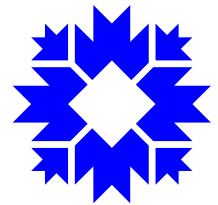
● Street Light Locations

By: smithc  
14 Sep 22



For reference only; map information NOT warranted.

City of Bloomington  
Public Works



Scale: 1" = 100'





USP: Add Up Stream Protection, Facility ID, and Blocking Device Type  
 USP:  
 USP:  
 USP:  
 USP:

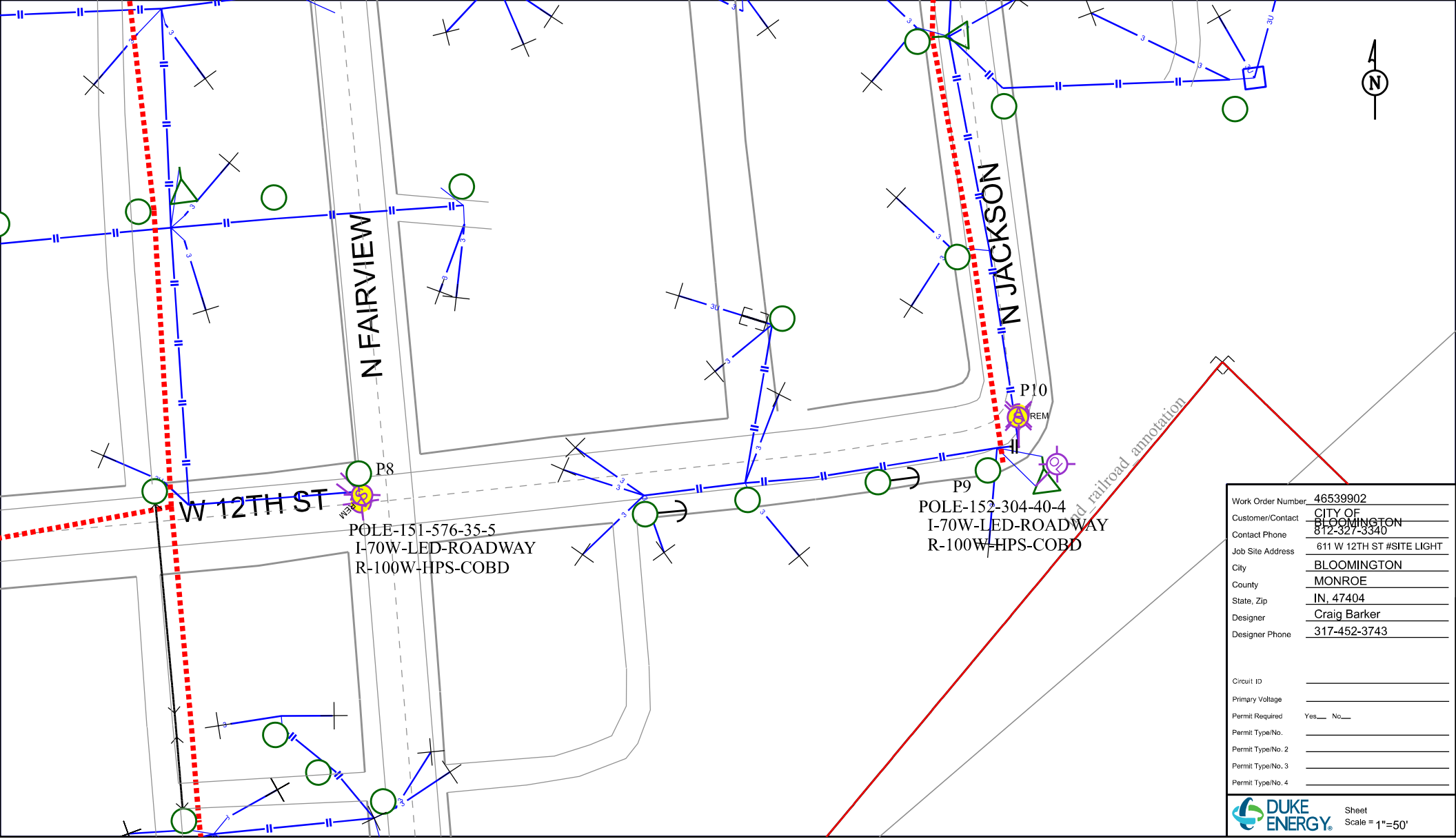


Safety Reminders / Adverse Conditions  
 ?:  
 ?:  
 ?:



Work Zone General Comments: Double click to e

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



Work Order Number 46539902  
 Customer/Contact CITY OF BLOOMINGTON  
 Contact Phone 812-327-3340  
 Job Site Address 611 W 12TH ST #SITE LIGHT  
 City BLOOMINGTON  
 County MONROE  
 State, Zip IN, 47404  
 Designer Craig Barker  
 Designer Phone 317-452-3743

Circuit ID \_\_\_\_\_  
 Primary Voltage \_\_\_\_\_  
 Permit Required Yes \_\_\_ No \_\_\_  
 Permit Type/No. \_\_\_\_\_  
 Permit Type/No. 2 \_\_\_\_\_  
 Permit Type/No. 3 \_\_\_\_\_  
 Permit Type/No. 4 \_\_\_\_\_



### IN01 LIGHTING SERVICE AGREEMENT

Account Information:  
CITY OF BLOOMINGTON  
PO BOX 100  
BLOOMINGTON IN

Project Information:  
  
Indiana

Account Number:

Work Order Number:  
46539902

Customer Contact Information:  
CITY OF BLOOMINGTON  
SMITHC@BLOOMINGTON.IN.GOV

Duke Energy Representative Contact Info:  
Craig Barker

..

This Lighting Service Agreement is hereby entered into this 10th day of October, 2022, between Duke Energy (hereinafter called the “Company”) and CITY OF BLOOMINGTON (hereinafter referred to as the “Customer”) for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company’s Rate Schedule LED and Service Regulations, or its successor, as the same is on file with the Indiana Public Service Commission (INDIANA UTILITY REGULATORY COMMISSION) and as may be amended and subsequently filed with the INDIANA UTILITY REGULATORY COMMISSION.

To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the INDIANA UTILITY REGULATORY COMMISSION.

The date of *initiation* of service shall be defined as the date the first light(s) is energized or billing is transferred and shall continue hereafter until terminated *by either party upon written notice 22 days prior to termination*. It is further agreed that Duke Energy reserves the right to discontinue service and remove any Duke Energy-owned facilities from the Customers premise if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement.

Customer Signature \_\_\_\_\_

Date Signed \_\_\_\_\_

Duke Energy Representative Craig Barker

Date Signed 10/10/2022



Summary of Estimated Charges				
Minimum Service Term	Initial Monthly Cost	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term
0 Years ( ) Months	30.60	2451.76	2451.76	30.6

Monthly Base Charges								
Service Required	Quantity	Product Description Fixtures and Poles	Equipment Rental**	Maintenance	Energy	Unit Total	Sub-Total	
I	006	LFIX-RW-LED-70-GRAY-III-3000K-M	408.63	3.39	1.71	413.73	2482.38	
		<b>Rental, Maintenance, F&amp;E Totals:</b>	\$2,451.78	\$20.34	\$10.26			
						<b>Estimated Change to Base Monthly Charge Total</b>		\$2,482.38

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

## City of Bloomington Contract and Purchase Justification Form

Vendor: Duke Energy

Contract Amount: \$26,020.60

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

### PURCHASE INFORMATION

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

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

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

# of Submittals:

Yes No

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

Yes No

Met city requirements?

Met item or need requirements?

Was an evaluation team used?

Was scoring grid used?

Were vendor presentations requested?

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

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

Christina Smith

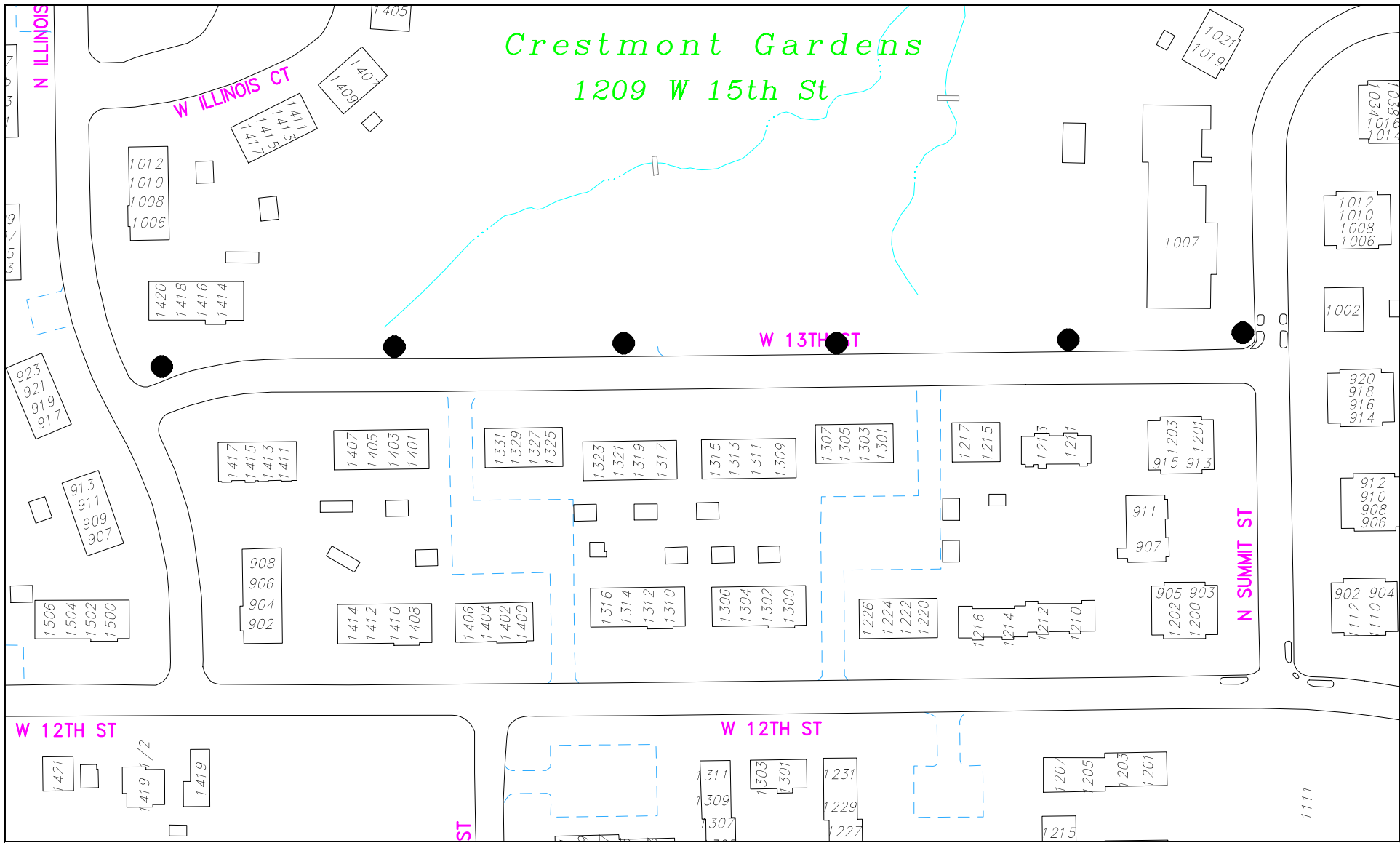
Project Coordinator

Department of Public Works

Print/Type Name

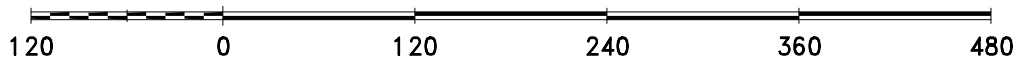
Print/Type Title

Department



● Street Light Locations

By: smithc  
15 Sep 22



For reference only; map information NOT warranted.



City of Bloomington  
Public Works



Scale: 1" = 120'



USP: Add Up Stream Protection, Facility ID, and Blocking Device Type  
 USP:  
 USP:  
 USP:  
 USP:

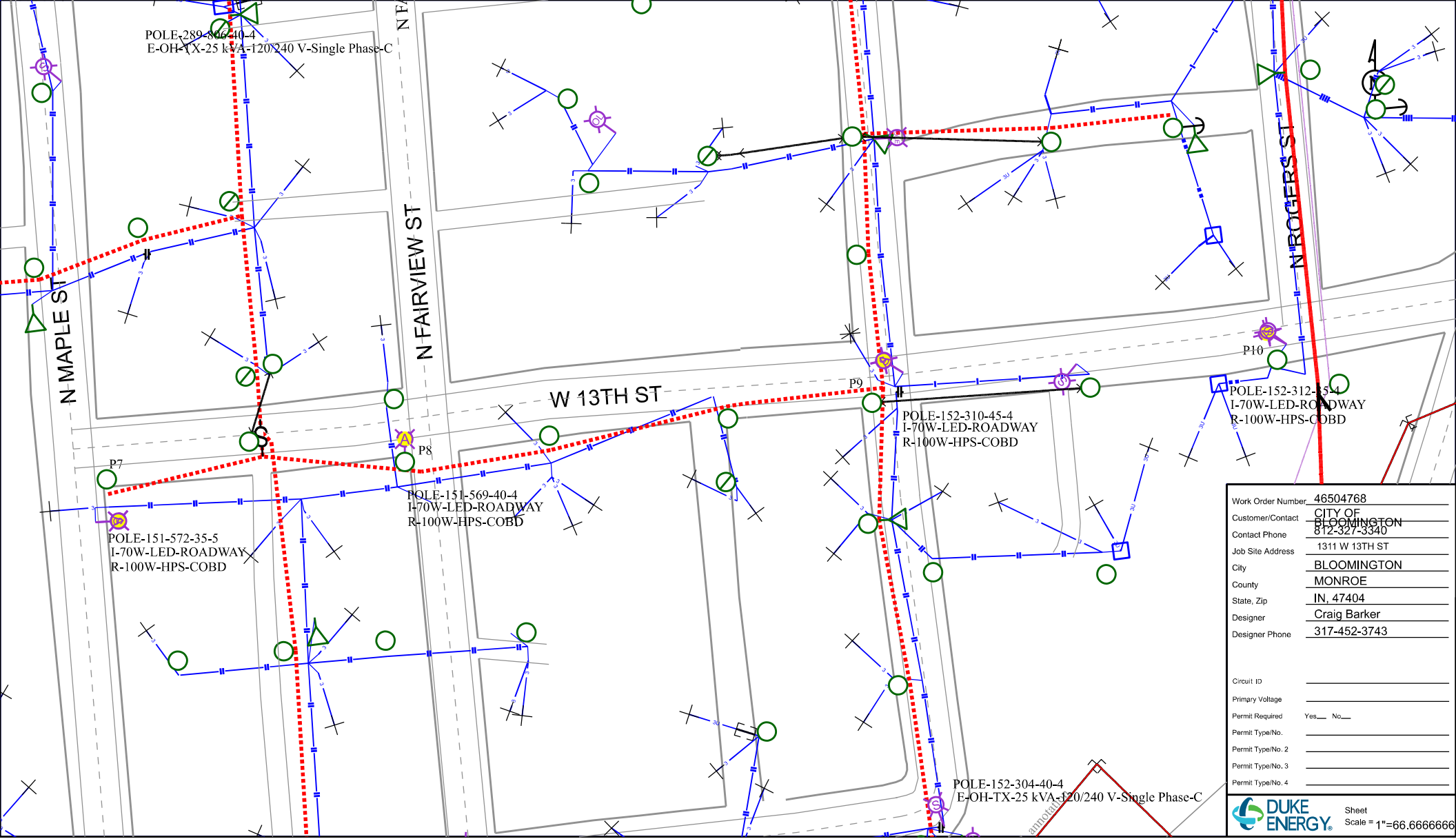


Safety Reminders / Adverse Conditions  
 ?:  
 ?:  
 ?:  
 ?:



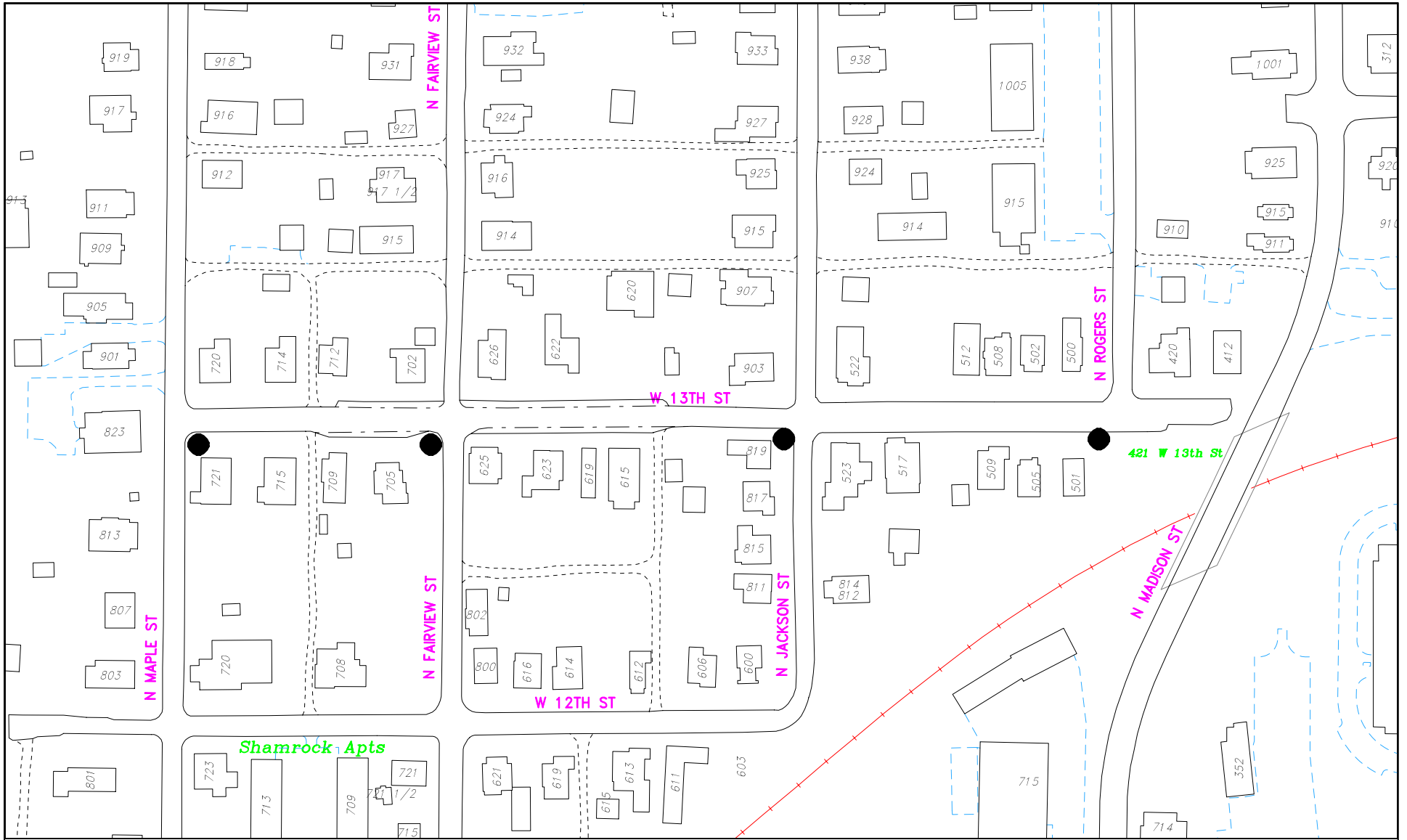
Work Zone General Comments: Double click to e

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



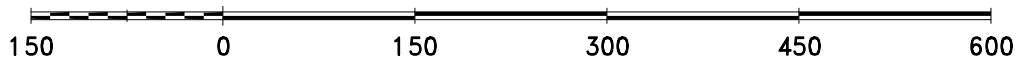
Work Order Number 46504768  
 Customer/Contact CITY OF BLOOMINGTON  
 Contact Phone 812-327-3340  
 Job Site Address 1311 W 13TH ST  
 City BLOOMINGTON  
 County MONROE  
 State, Zip IN, 47404  
 Designer Craig Barker  
 Designer Phone 317-452-3743

Circuit ID \_\_\_\_\_  
 Primary Voltage \_\_\_\_\_  
 Permit Required Yes \_\_\_ No \_\_\_  
 Permit Type/No. \_\_\_\_\_  
 Permit Type/No. 2 \_\_\_\_\_  
 Permit Type/No. 3 \_\_\_\_\_  
 Permit Type/No. 4 \_\_\_\_\_



● Street Light Locations

By: smithc  
15 Sep 22



For reference only; map information NOT warranted.



City of Bloomington  
Public Works



Scale: 1" = 150'



USP: Add Up Stream Protection, Facility ID, and Blocking Device Type  
 USP:  
 USP:  
 USP:  
 USP:

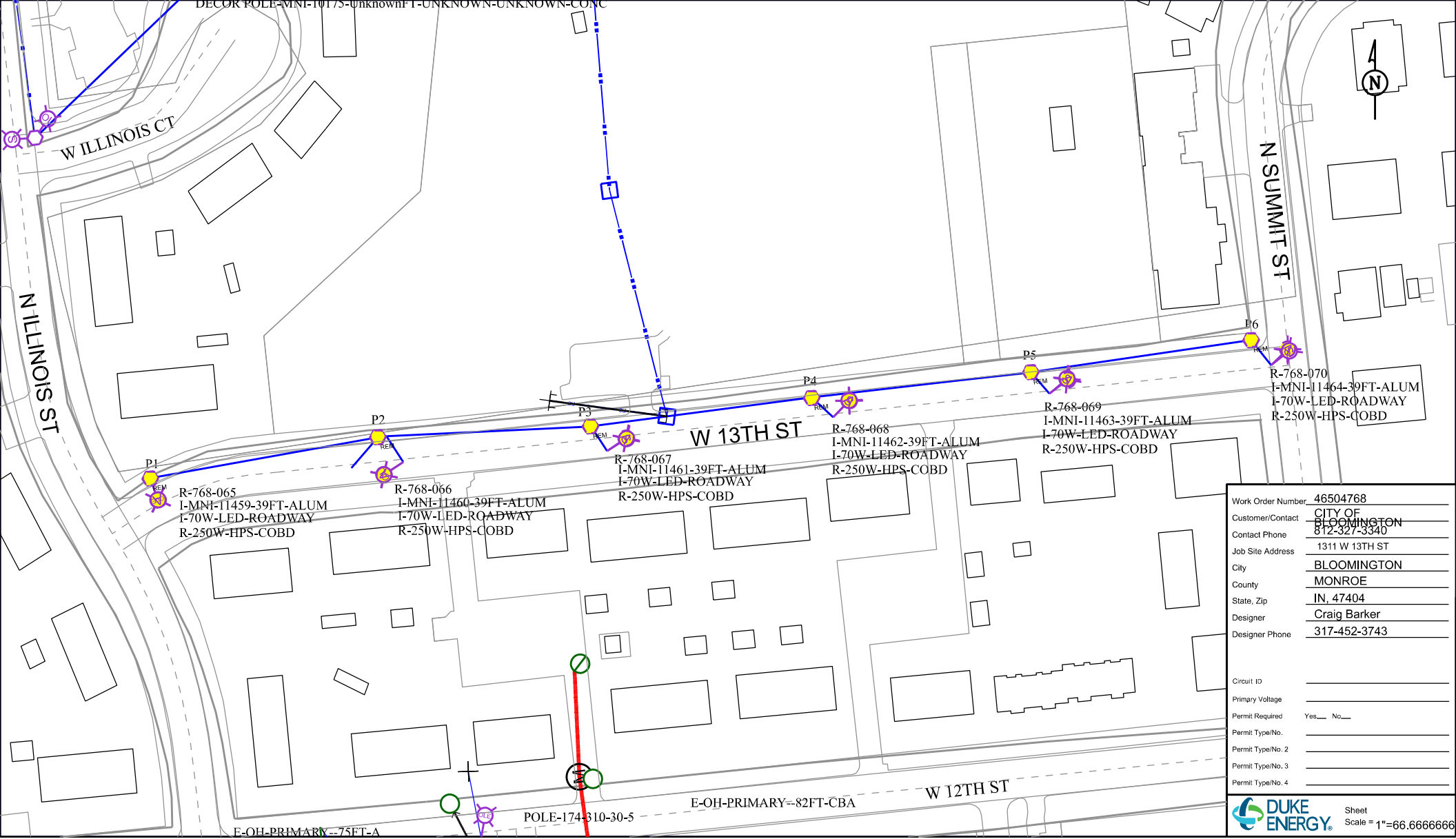


Safety Reminders / Adverse Conditions  
 ?:  
 ?:  
 ?:  
 ?:



Work Zone General Comments: Double click to e

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



Work Order Number	46504768
Customer/Contact	CITY OF BLOOMINGTON
Contact Phone	812-327-3340
Job Site Address	1311 W 13TH ST
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47404
Designer	Craig Barker
Designer Phone	317-452-3743
Circuit ID	
Primary Voltage	
Permit Required	Yes ___ No ___
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	





### IN01 LIGHTING SERVICE AGREEMENT

Account Information:  
CITY OF BLOOMINGTON  
PO BOX 100  
BLOOMINGTON IN

Project Information:  
  
Indiana

Account Number:

Work Order Number:  
46504768

Customer Contact Information:  
CITY OF BLOOMINGTON  
SMITHC@BLOOMINGTON.IN.GOV

Duke Energy Representative Contact Info:  
Craig Barker

..

This Lighting Service Agreement is hereby entered into this 10th day of October, 2022, between Duke Energy (hereinafter called the "Company") and CITY OF BLOOMINGTON (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LED and Service Regulations, or its successor, as the same is on file with the Indiana Public Service Commission (INDIANA UTILITY REGULATORY COMMISSION) and as may be amended and subsequently filed with the INDIANA UTILITY REGULATORY COMMISSION.

To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the INDIANA UTILITY REGULATORY COMMISSION.

The date of *initiation* of service shall be defined as the date the first light(s) is energized or billing is transferred and shall continue hereafter until terminated *by either party upon written notice 22 days prior to termination*. It is further agreed that Duke Energy reserves the right to discontinue service and remove any Duke Energy-owned facilities from the Customers premise if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement.

Customer Signature \_\_\_\_\_

Date Signed \_\_\_\_\_

Duke Energy Representative Craig Barker

Date Signed 10/10/2022



Summary of Estimated Charges				
Minimum Service Term	Initial Monthly Cost	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term
0 Years ( ) Months	65.40	26020.64	26020.64	65.4

Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment Rental**	Maintenance	Energy	Unit Total	Sub-Total
I	010	LFIX-RW-LED-70-GRAY-III-3000K-M	2602.06	4.83	1.71	2608.60	26086.00
		<b>Rental, Maintenance, F&amp;E Totals:</b>	\$26,020.60	\$48.30	\$17.10		
<b>Estimated Change to Base Monthly Charge Total</b>							\$26,086

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

# City of Bloomington Contract and Purchase Justification Form

Vendor: Duke Energy

Contract Amount: \$1,225.89

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

## PURCHASE INFORMATION

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

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

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

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

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

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

Christina Smith

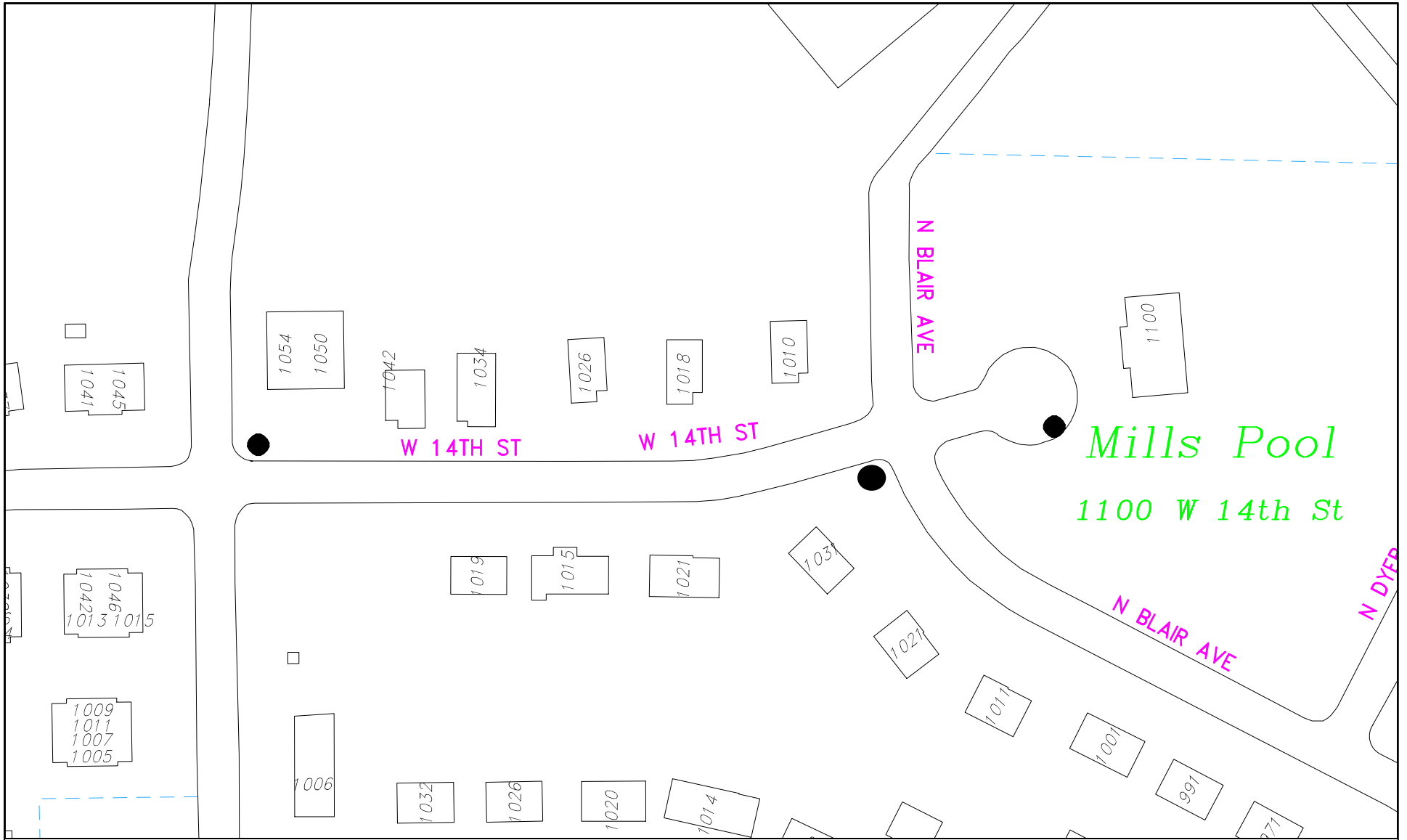
Project Coordinator

Department of Public Works

Print/Type Name

Print/Type Title

Department



● Street Light Locations

By: smithc  
15 Sep 22



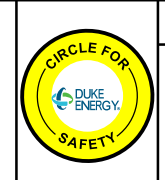
For reference only; map information NOT warranted.



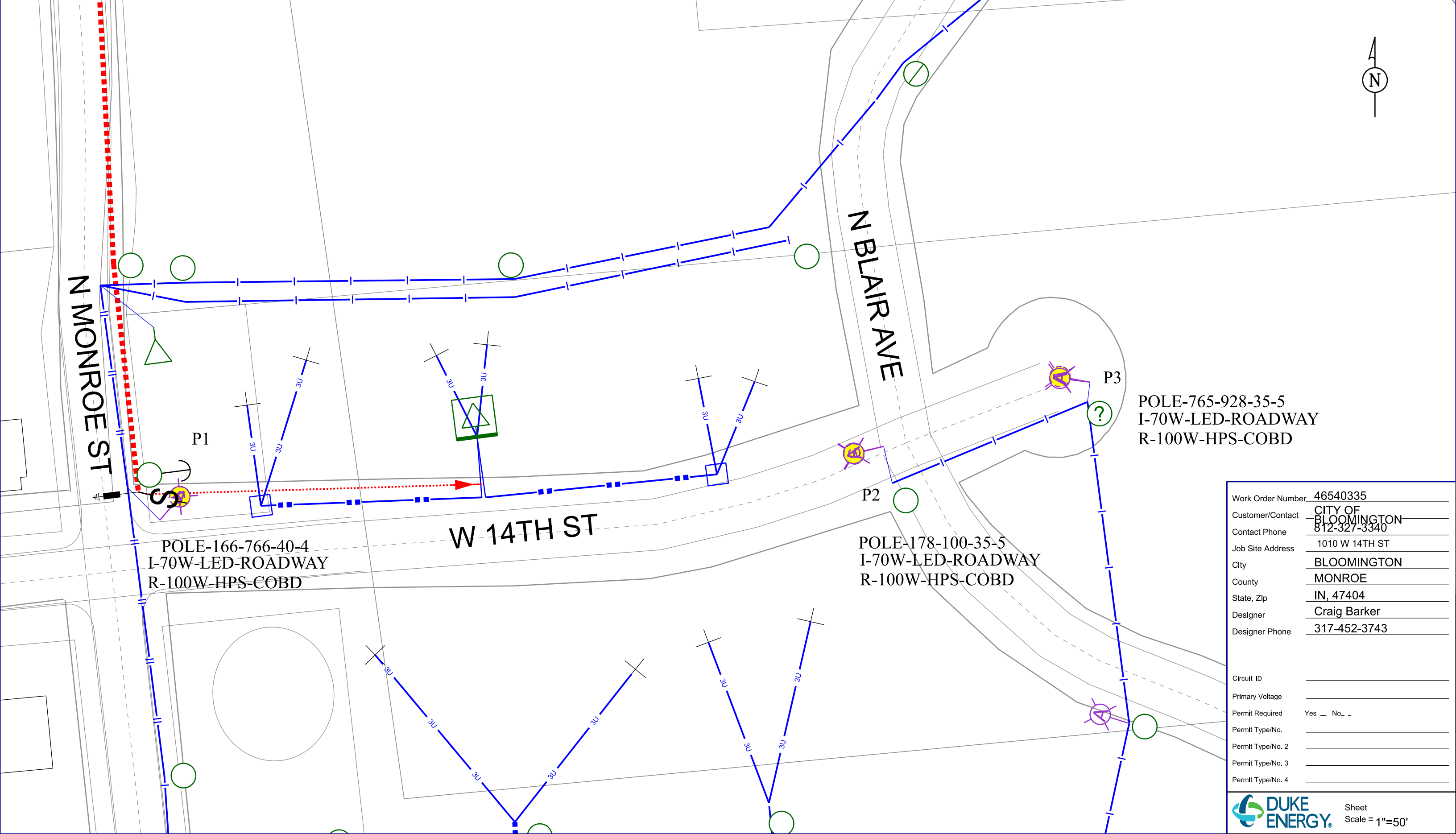
City of Bloomington  
Planning



Scale: 1" = 100'



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



Work Order Number	46540335
Customer/Contact	CITY OF BLOOMINGTON
Contact Phone	812-327-3340
Job Site Address	1010 W 14TH ST
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47404
Designer	Craig Barker
Designer Phone	317-452-3743
Circuit ID	
Primary Voltage	
Permit Required	Yes _ No_ _
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



# IN01 LIGHTING SERVICE AGREEMENT

Account Information:  
CITY OF BLOOMINGTON  
PO BOX 100  
BLOOMINGTON IN

Project Information:  
  
Indiana

Account Number:

Work Order Number:  
46540335

Customer Contact Information:  
CITY OF BLOOMINGTON  
SMITHC@BLOOMINGTON.IN.GOV

Duke Energy Representative Contact Info:  
Craig Barker

..

This Lighting Service Agreement is hereby entered into this 10th day of October, 2022, between Duke Energy (hereinafter called the “Company”) and CITY OF BLOOMINGTON (hereinafter referred to as the “Customer”) for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company’s Rate Schedule LED and Service Regulations, or its successor, as the same is on file with the Indiana Public Service Commission (INDIANA UTILITY REGULATORY COMMISSION) and as may be amended and subsequently filed with the INDIANA UTILITY REGULATORY COMMISSION.

To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the INDIANA UTILITY REGULATORY COMMISSION.

The date of *initiation* of service shall be defined as the date the first light(s) is energized or billing is transferred and shall continue hereafter until terminated *by either party upon written notice 22 days prior to termination*. It is further agreed that Duke Energy reserves the right to discontinue service and remove any Duke Energy-owned facilities from the Customers premise if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement.

Customer Signature \_\_\_\_\_

Date Signed \_\_\_\_\_

Duke Energy Representative Craig Barker

Date Signed 10/10/2022

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



Summary of Estimated Charges				
Minimum Service Term	Initial Monthly Cost	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term
0 Years ( ) Months	15.30	1225.88	1225.88	15.3

Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment Rental**	Maintenance	Energy	Unit Total	Sub-Total
I	003	LFIX-RW-LED-70-GRAY-III-3000K-M	408.63	3.39	1.71	413.73	1241.19
		<b>Rental, Maintenance, F&amp;E Totals:</b>	\$1,225.89	\$10.17	\$5.13		
<b>Estimated Change to Base Monthly Charge Total</b>							\$1,241.19

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

# City of Bloomington Contract and Purchase Justification Form

Vendor: Duke Energy

Contract Amount: \$6,366.51

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

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

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

Christina Smith

Project Coordinator

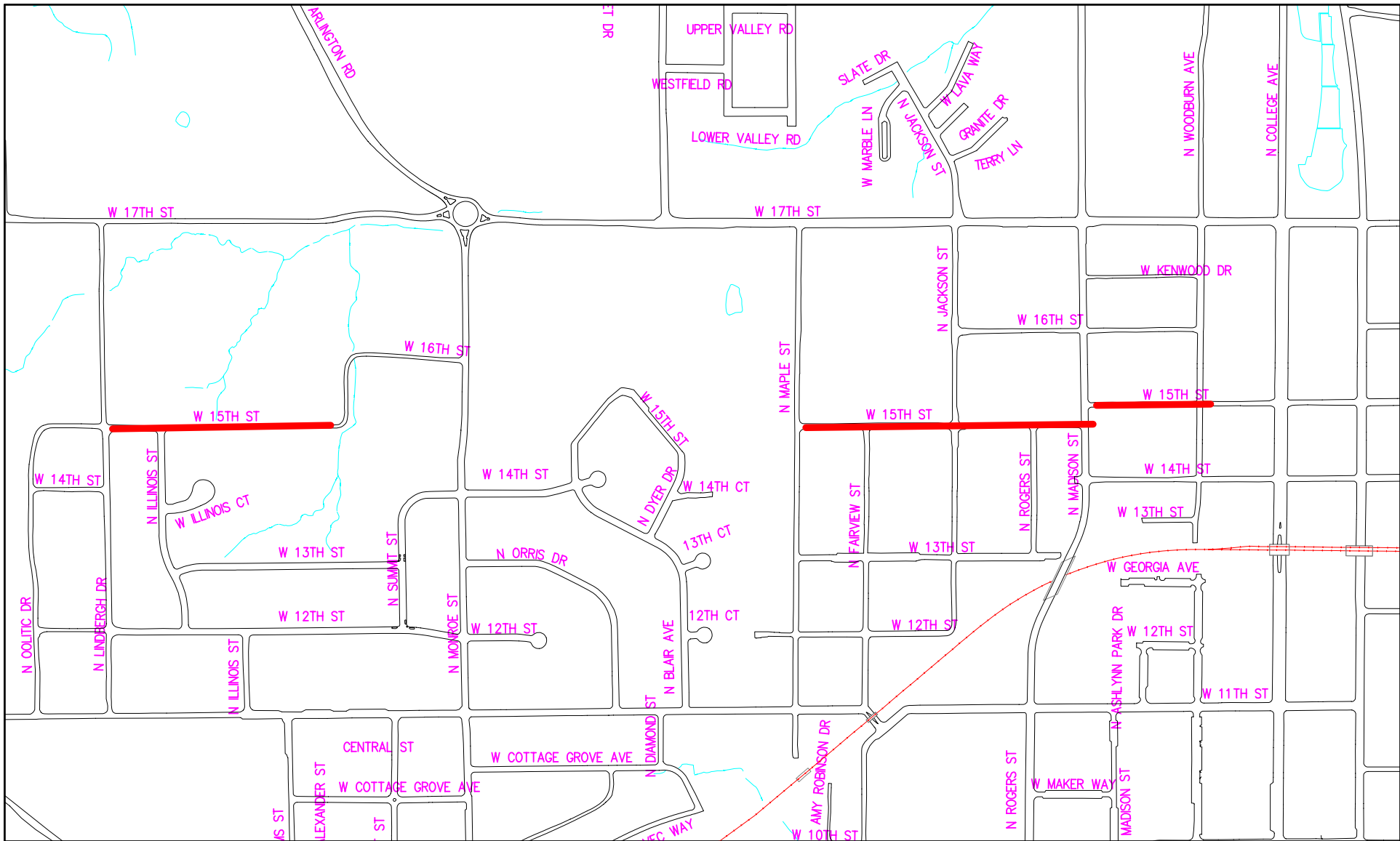
Department of Public Works

Print/Type Name

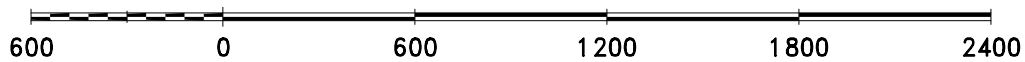
Print/Type Title

Department

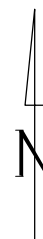




By: smithc  
30 Nov 22



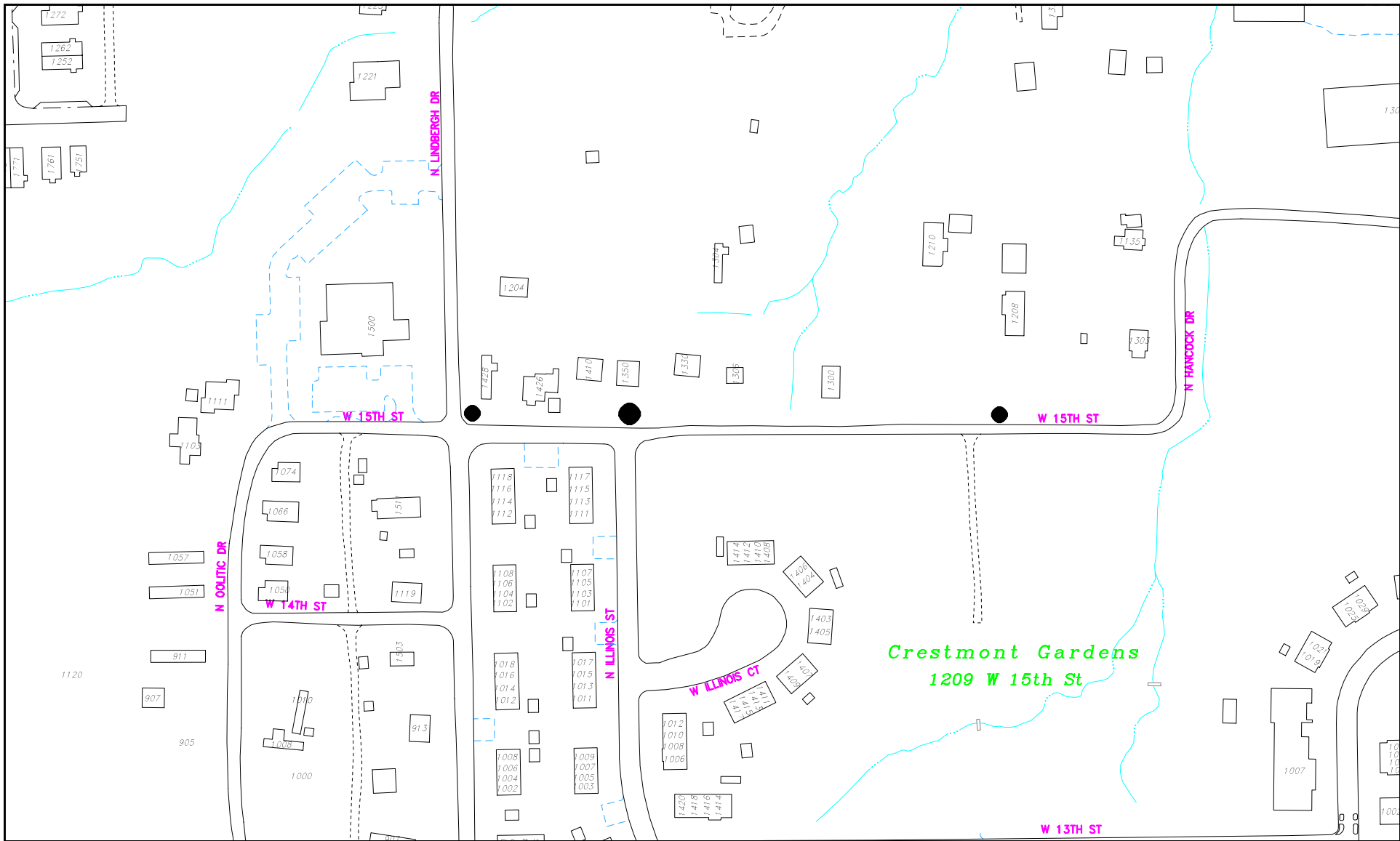
For reference only; map information NOT warranted.



City of Bloomington  
Public Works

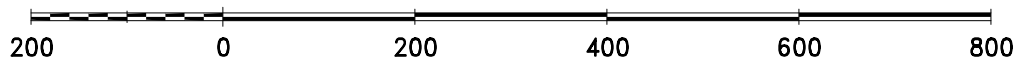


Scale: 1" = 600'



● Street Light Locations : W 15th St from N Lindbergh Dr to N Hancock Dr

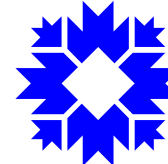
By: smithc  
15 Sep 22



For reference only; map information NOT warranted.



City of Bloomington  
Public Works



Scale: 1" = 200'



USP: Add Up Stream Protection, Facility ID, and Blocking Device Type  
 USP:  
 USP:  
 USP:  
 USP:

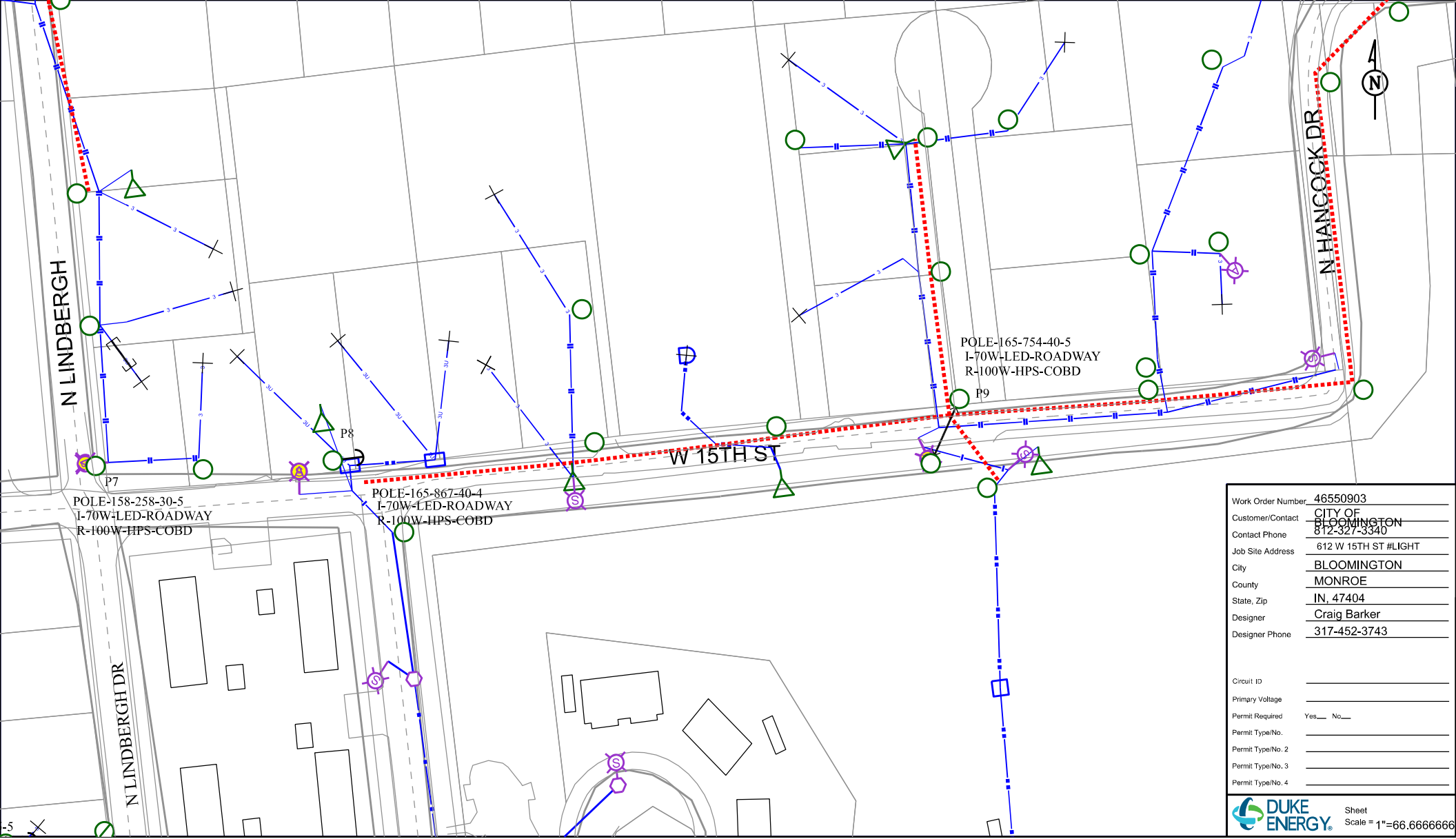


Safety Reminders / Adverse Conditions  
 ?:  
 ?:  
 ?:



Work Zone General Comments: Double click to e

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

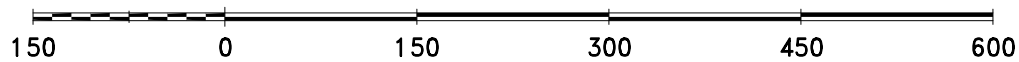


Work Order Number	46550903
Customer/Contact	CITY OF BLOOMINGTON
Contact Phone	812-327-3340
Job Site Address	612 W 15TH ST #LIGHT
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47404
Designer	Craig Barker
Designer Phone	317-452-3743
Circuit ID	_____
Primary Voltage	_____
Permit Required	Yes___ No___
Permit Type/No.	_____
Permit Type/No. 2	_____
Permit Type/No. 3	_____
Permit Type/No. 4	_____



● Street Light Locations : W 15th St from N Maple St to N Madison St

By: smithc  
15 Sep 22



For reference only; map information NOT warranted.



City of Bloomington  
Public Works



Scale: 1" = 150'



USP: Add Up Stream Protection, Facility ID, and Blocking Device Type  
 USP:  
 USP:  
 USP:  
 USP:

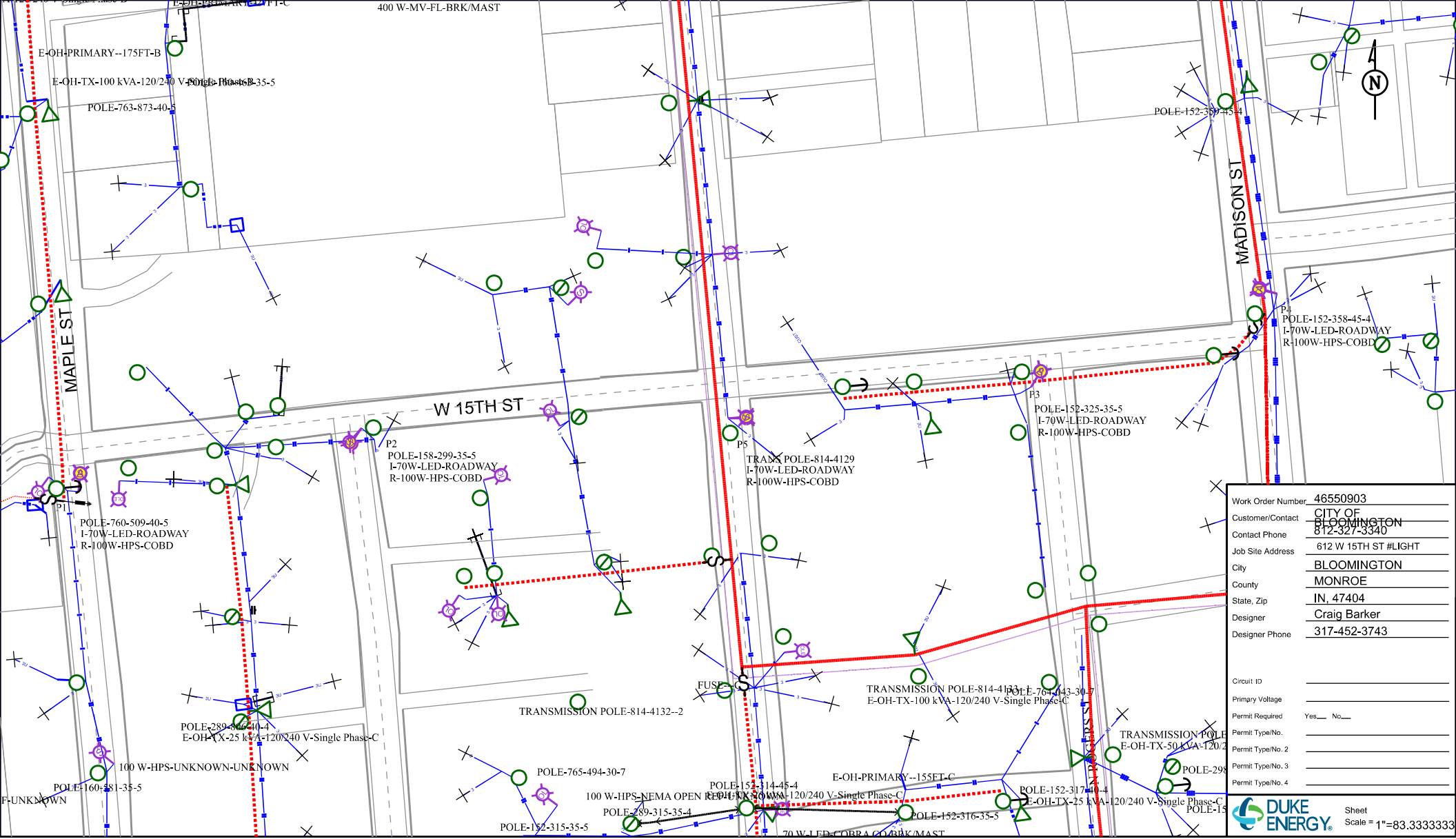


Safety Reminders / Adverse Conditions  
 ?:  
 ?:  
 ?:  
 ?:



Work Zone General Comments: Double click to e

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



Work Order Number	46550903
Customer/Contact	CITY OF BLOOMINGTON
Contact Phone	812-327-3340
Job Site Address	612 W 15TH ST #LIGHT
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47404
Designer	Craig Barker
Designer Phone	317-452-3743

Circuit ID	
Primary Voltage	
Permit Required	Yes ___ No ___
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



● Street Light Locations: W 15th St from N Madison St to N College Ave

By: smithc  
15 Sep 22



City of Bloomington  
Public Works



Scale: 1" = 100'

For reference only; map information NOT warranted.



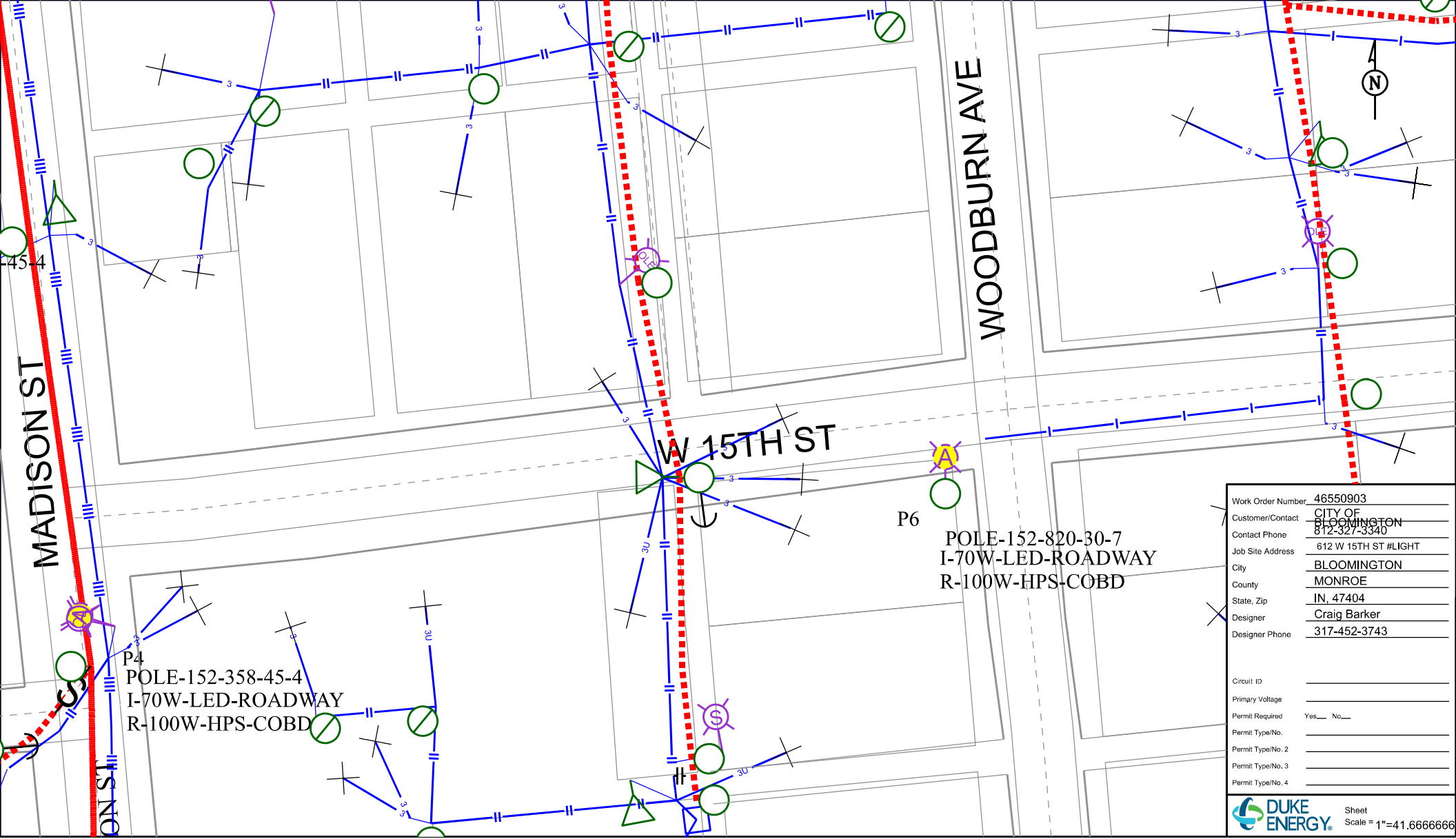
USP: Add Up Stream Protection, Facility ID, and Blocking Device Type  
 USP:  
 USP:  
 USP:  
 USP:



Safety Reminders / Adverse Conditions  
 ?:  
 ?:  
 ?:

Work Zone General Comments: Double click to e

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



Work Order Number	46550903
Customer/Contact	CITY OF BLOOMINGTON
Contact Phone	812-327-3340
Job Site Address	612 W 15TH ST #LIGHT
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47404
Designer	Craig Barker
Designer Phone	317-452-3743
Circuit ID	
Primary Voltage	
Permit Required	Yes ___ No ___
Permit Type/No. 1	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



### IN01 LIGHTING SERVICE AGREEMENT

Account Information:  
CITY OF BLOOMINGTON  
PO BOX 100  
BLOOMINGTON IN

Project Information:  
  
Indiana

Account Number:

Work Order Number:  
46550903

Customer Contact Information:  
CITY OF BLOOMINGTON  
SMITCHC@BLOOMINGTON.IN.GOV

Duke Energy Representative Contact Info:  
Craig Barker

..

This Lighting Service Agreement is hereby entered into this 10th day of October, 2022, between Duke Energy (hereinafter called the "Company") and CITY OF BLOOMINGTON (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LED and Service Regulations, or its successor, as the same is on file with the Indiana Public Service Commission (INDIANA UTILITY REGULATORY COMMISSION) and as may be amended and subsequently filed with the INDIANA UTILITY REGULATORY COMMISSION.

To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the INDIANA UTILITY REGULATORY COMMISSION.

The date of *initiation* of service shall be defined as the date the first light(s) is energized or billing is transferred and shall continue hereafter until terminated *by either party upon written notice 22 days prior to termination*. It is further agreed that Duke Energy reserves the right to discontinue service and remove any Duke Energy-owned facilities from the Customers premise if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement.

Customer Signature \_\_\_\_\_

Date Signed \_\_\_\_\_

Duke Energy Representative Craig Barker

Date Signed 10/10/2022





Summary of Estimated Charges				
Minimum Service Term	Initial Monthly Cost	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term
0 Years ( ) Months	47.61	6366.52	6366.52	47.61

Monthly Base Charges								
Service Required	Quantity	Product Description Fixtures and Poles	Equipment Rental**	Maintenance	Energy	Unit Total	Sub-Total	
I	009	LFIX-RW-LED-70-GRAY-III-3000K-M	707.39	3.58	1.71	712.68	6414.12	
		<b>Rental, Maintenance, F&amp;E Totals:</b>	\$6,366.51	\$32.22	\$15.39			
		<b>Estimated Change to Base Monthly Charge Total</b>						\$6,414.12

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



## Board of Public Works Staff Report

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

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

**Staff Representative:** Christina Smith

**Meeting Date:** December 06, 2022

---

Department of Public Works has requested and received an outdoor lighting service agreement to install a new 50 Watt LED Traditional fixture with a black finish street light.

**Summary of Contract: Dead End of E. Woodstock Place**

Locations: End of Cul-de-Sac of E. Woodstock Place

Fixture: One (1) 50 Watt Traditional fixture with a black finish

Color Temperature: 3,000 Kelvin

Pole: One (1) Aluminum pole with a black finish

Funding Source: Local Roads and Streets Fund

One Time Charge: \$8,812.68

Estimated Monthly Charge: \$27.88

Note: Resident requested a street light at the end of the Cul-de-Sac to better illuminate the area.

The City has elected to pay the total one time charge for equipment costs in the amount of \$8,812.68 and \$27.88 energy usage, and maintenance monthly costs. All of the associated costs with these lights will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

## City of Bloomington Contract and Purchase Justification Form

Vendor: Duke Energy

Contract Amount: \$8,812.68

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

### PURCHASE INFORMATION

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

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

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

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

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

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

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 Christina Smith

Print/Type Name

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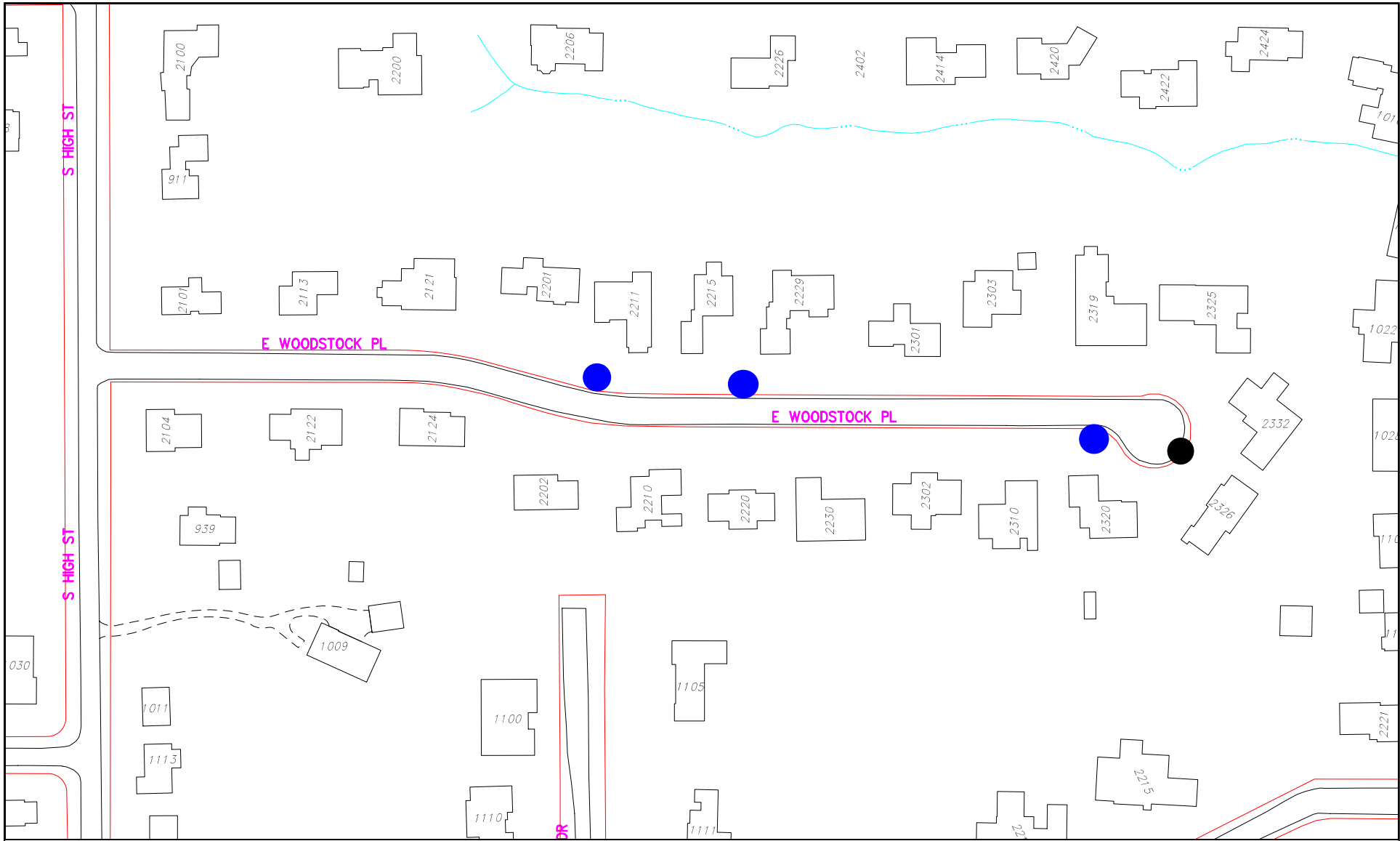
 Project Coordinator

Print/Type Title

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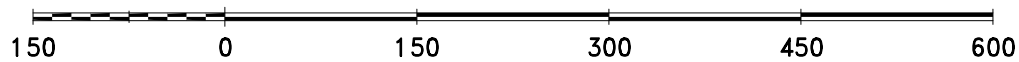
 Department of Public Works

Department



- Proposed Street Light Location
- Existing Street Light Locations

By: smithc  
19 Sep 22



For reference only; map information NOT warranted.



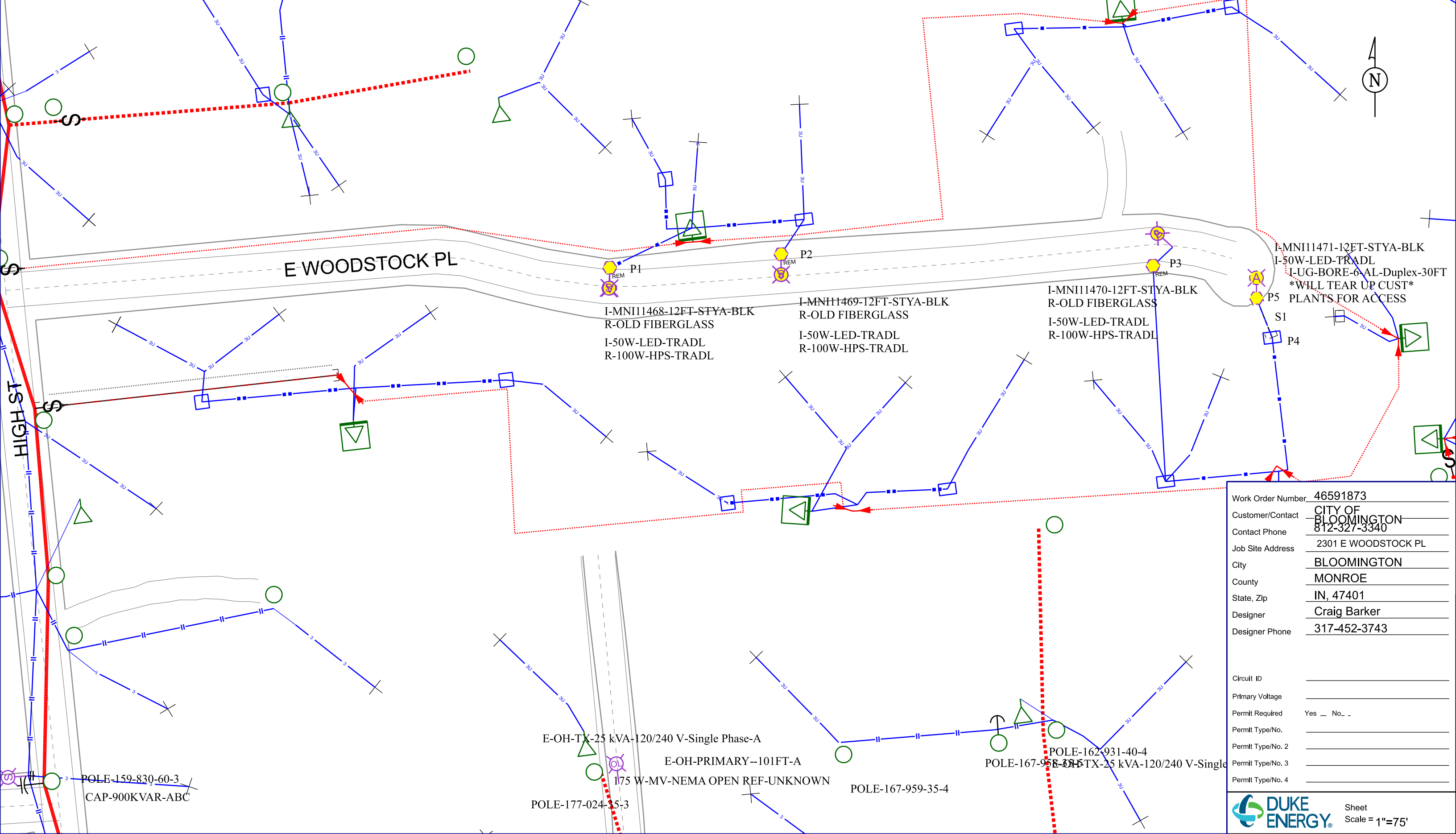
City of Bloomington  
Public Works



Scale: 1" = 150'



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



Work Order Number	46591873
Customer/Contact	CITY OF BLOOMINGTON
Contact Phone	812-327-3340
Job Site Address	2301 E WOODSTOCK PL
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47401
Designer	Craig Barker
Designer Phone	317-452-3743

Circuit ID	
Primary Voltage	
Permit Required	Yes _ No _
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



## Request: Lighting Proposal for E Woodstock Place

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To: Duke Energy  
Attn: Craig Barker  
From: Christina Smith, DPW  
Date: 09.20.2022

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Fixture Type: 4-50 Watt LED Traditional Fixture with a black finish  
Color Temperature: 3,000 Kelvin  
Support Type: 1-New Aluminum style A Pole with a black finish  
Location: End of Cul-de-sac of E Woodstock Place (see attached map)  
Description: Residential Request Location Program

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On behalf of the City of Bloomington Department of Public Works, I am requesting Duke Energy to prepare a lighting proposal for one 50 Watt LED Traditional Fixture (3,000K) and new style A pole with a black finish.

I am also requesting that the one new fixture heads be placed on an individual account.

If you have any questions, please do not hesitate to contact me via email at [smithc@bloomington.in.gov](mailto:smithc@bloomington.in.gov) or phone at 812-349-3589. I certainly appreciate your assistance regarding this matter.

Christina Smith

Christina Smith, Project Coordinator

09.15.2022

Date



### IN01 LIGHTING SERVICE AGREEMENT

Account Information:  
CITY OF BLOOMINGTON  
PO BOX 100  
BLOOMINGTON IN

Project Information:  
  
Indiana

Account Number:

Work Order Number:  
46591873

Customer Contact Information:  
CITY OF BLOOMINGTON  
SMITHC@BLOOMINGTON.IN.GOV

Duke Energy Representative Contact Info:  
Craig Barker

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This Lighting Service Agreement is hereby entered into this 10th day of October, 2022, between Duke Energy (hereinafter called the "Company") and CITY OF BLOOMINGTON (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LED and Service Regulations, or its successor, as the same is on file with the Indiana Public Service Commission (INDIANA UTILITY REGULATORY COMMISSION) and as may be amended and subsequently filed with the INDIANA UTILITY REGULATORY COMMISSION.

To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the INDIANA UTILITY REGULATORY COMMISSION.

The date of *initiation* of service shall be defined as the date the first light(s) is energized or billing is transferred and shall continue hereafter until terminated *by either party upon written notice 22 days prior to termination*. It is further agreed that Duke Energy reserves the right to discontinue service and remove any Duke Energy-owned facilities from the Customers premise if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement.

Customer Signature \_\_\_\_\_

Date Signed \_\_\_\_\_

Duke Energy Representative Craig Barker

Date Signed 10/10/2022



Summary of Estimated Charges				
Minimum Service Term	Initial Monthly Cost	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term
0 Years ( ) Months	27.88	8784.79	8784.79	27.88

Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment Rental**	Maintenance	Energy	Unit Total	Sub-Total
I	004	LFIX-TRAD-LED-50- BLK-V-3000K-M	2196.20	5.75	1.22	2203.1 7	8812.68
		<b>Rental, Maintenance, F&amp;E Totals:</b>	\$8,784.80	\$23	\$4.88		
<b>Estimated Change to Base Monthly Charge Total</b>							\$8,812.68

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





## Board of Public Works Staff Report

---

**Project/Event:** 2023 Parker Technology, LLC  
Communications Contract Service Agreement

**Petitioner/Representative:** Public Works , Ryan Daily

**Staff Representative:** Ryan Daily

**Date:** 12.06.2022

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**Report:**

Parker Technology is our provider for video & audio communications for customers at all four our parking garages entry, exit, and Pay on Foot (PoF) station lanes. Parker Services provides video/audio assistance to customers with live interaction with a customer service representative 24/7, 365 and can allow multiple calls simultaneously across all four locations.

This service contract will cover all communications for all four parking garages for 2022.

Total cost of communication contract: \$75,522.51

Budget line = 452.26.260000.53640

---

**Recommend**  **Approval**  **Denial by:** Ryan Daily

# City of Bloomington Contract and Purchase Justification Form

Vendor: Parker Technology

Contract Amount: \$75,522.51

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"/>	Parker Technologies was installed in 2020 at all four parking garages through Evenstime to provide real time audio and video customer assistance. Parker technologies is an integrated call center system that works directly with all of the City's parking equipment.
Was an evaluation team used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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

Parker Technologies was installed in 2020 at all four parking garages through Evenstime to provide real time audio and video customer assistance. Parker technologies is an integrated call center system that works directly with all of the City's parking equipment.

Ryan Daily

Parking Garage Manager

Public Works/Parking Services

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON  
PUBLIC WORKS DEPARTMENT AND  
Parker Technology, LLC**

This Agreement, entered into on 06th day of December, 2022, by and between the City of Bloomington Department of Public Works (the “Department”), and Parker Technology, LLC (“Contractor”).

**Article 1. Scope of Services** After receiving a **Notice to Proceed**, Contractor shall provide communication services within the City of Bloomington’s Parking Garages. These include: 4<sup>th</sup> Street Garage, Morton Street Garage, Walnut Street Garages & Trades District Garage and include the following services: 24/7 Call center service with unlimited calls, record all video/audio interactions with customers, provide City of Bloomington staff with reported equipment failure, and contact City of Bloomington staff when additional customer service on site issues are needed. These services will be performed at City facilities (“Services”) for a set price of Seventy Five Thousand Five Hundred and Twenty Two Dollars and Fifty One Cents. (\$75,522.51). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 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 Ryan Daily, Parking Garage Manager, 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 Seventy Five Thousand Five Hundred and Twenty Two Dollars and Fifty One Cents. (\$75,522.51). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Ryan Daily, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Article 19. Non-Discrimination** Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. 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: Ryan Daily, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

**Contractor:** Parker Technology, LLC, 1630 N Meridian Street, Suite 125, Indianapolis, IN 46202

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**

**Parker Technology**

\_\_\_\_\_  
John Hamilton, Mayor

\_\_\_\_\_  
Scott Gould, Sr. VP of Business Development

**CITY OF BLOOMINGTON PUBLIC WORKS**

---

Adam Wason, Director

---

Kyla Cox-Deckard, President, Board of Public Works

**EXHIBIT A  
E-VERIFY AFFIDAVIT**

STATE OF INDIANA )  
 )SS:  
COUNTY OF \_\_\_\_\_)

**AFFIDAVIT**

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

1. The undersigned is the \_\_\_\_\_ of \_\_\_\_\_.  
(job title) (company name)
2. The company named herein that employs the undersigned:
  - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
  - ii. is a 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\_\_\_\_.

\_\_\_\_\_  
Notary Public Printed Name

\_\_\_\_\_  
Notary Public's Signature

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

My Commission #: \_\_\_\_\_



**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\_\_\_\_.

**Parker Technology**

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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public Printed Name

\_\_\_\_\_  
Notary Public's Signature

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

My Commission #: \_\_\_\_\_



## Board of Public Works Staff Report

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**Project/Event:** 2023 Evenstime Maintenance Service Agreement  
**Petitioner/Representative:** Public Works , Ryan Daily  
**Staff Representative:** Ryan Daily  
**Date:** 12.06.2022

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### Report:

#### Maintenance Service Contract

We are requesting a signed service agreement with Evenstime for support of all P.A.R.C.S equipment for 2023. This service agreement covers:

- Service Inspections - Service team conducts inspections on all PARCS lane equipment. Specific PARCS devices covered are listed in the service order forms. Examples include: gates, entry/ exit terminal, fee computers, POF-pay on foot, card readers, AVI, intercom and high-speed rolling doors.
- Software Check-up – This would include Windows updates, server firmware updates and PARCS software validation.
- Priority Service – When a service request is placed it is assigned to one of our highly skilled Technicians. The Technician will contact you to determine what remediation is needed to resolve the issue. Remote and on-site support will be provided as needed.
- Guaranteed Response Time - Priority response from Evens Time, is based on the agreement level and ranges on average from 4 to 24 hours. Covered support hours are defined as M-F, 8am-5pm, excluding holidays.
- Server Support - Server service for hardware failure prevention support.
- Network Support - Network support for data communications on the PARCS network

#### Blanket PO

Blanket PO shall cover work outside of the scope of the Maintenance contract. This includes repair broken or damage equipment and servicing outside of contracted hours.

We recommend approval of this contract

Total cost of Maintenance Service Contract = \$78,514  
Total cost of additional Services above scope (Blanket PO) \$30,000  
Total Cost of Service Contract and Blanket PO = \$108,514

---

Recommend  Approval  Denial by: Ryan Daily

# City of Bloomington Contract and Purchase Justification Form

Vendor: Evenstime, INC

Contract Amount: \$108,514.00

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

## PURCHASE INFORMATION

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

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

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

# 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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Evenstime is current vendor for all PARCS equipment. This is a service agreement for maintenance of all PARCS equipment
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:

Evenstime is current vendor for all PARCS equipment. This is a service agreement for maintenance of all PARCS equipment

Ryan Daily

Parking Garage Manager

Public Works - Parking Services

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON  
PUBLIC WORKS DEPARTMENT AND  
Evenstime, INC**

This Agreement, entered into on this 6th day of December, 2022, by and between the City of Bloomington Department of Public Works (the “Department”), and Evenstime, INC (“Contractor”).

**Article 1. Scope of Services** After receiving a **Notice to Proceed**, Contractor shall perform repair and maintenance services of the following types: repair and service PARCS equipment, conduct quarterly inspections, provide server and network support. These services (“Services”) will be performed at the Morton, Walnut, Trades, and 4<sup>th</sup> Street Garages for a set price of One Hundred and Eight Thousand Five Hundred and Fourteen Dollars (\$108,514.00). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 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 Ryan Daily, Parking Garage Manager, 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 One Hundred and Eight Thousand Five Hundred and Fourteen Dollars. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent via email to [public.works@bloomington.in.gov](mailto:public.works@bloomington.in.gov) or via first class mail postage prepaid to Ryan Daily, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

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

be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

**Article 19. Non-Discrimination** Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. 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: Ryan Daily, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

**Contractor:** Evenstime, INC 2475 Directors Row, Suite C, Indianapolis, IN 46241

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**

**Evenstime, INC**

\_\_\_\_\_  
John Hamilton, Mayor

\_\_\_\_\_  
Sherry Evens/Ken Evens

**CITY OF BLOOMINGTON PUBLIC WORKS**



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Adam Wason, Director

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Kyla Cox-Deckard, President, Board of Public Works



**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\_\_\_\_\_.

**Evenstime**

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 Printed Name

\_\_\_\_\_  
Notary Public's Signature

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

My Commission #: \_\_\_\_\_



## Board of Public Works Staff Report

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

**Staff Representative:** Rick Dietz

**Date:** November 29, 2022

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**Report:**

The Department of Information & Technology Services has a large stock of computer equipment and peripheral's that are inoperable or donateable.

The Department of Information & Technology Services staff believe that the expense of labor, equipment, and fuel required to organize and transport all of this equipment for a sale or transfer, exceeds the value of the equipment. These items are attached as Recycle 24 - 2022, and Donation 24 – 2022.

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**Recommendation and Supporting Justification:**

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

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

## IT Department

### Recycle 24 - 2022

Lot ID: 52 Date: 08/31/2022 Recycle

#### Recycle Items List

Asset ID	Asset No.	Serial No.	Name	Category	Division	Date	Recycle Location
4558	130588		DIL130588	Desktop	Dillman	10/17/2022	Recycle 24 - 2022
4574	099080		DIL099080		Dillman	10/17/2022	Recycle 24 - 2022
661	100493	AALMTF051817	HP L1950 LCD Monitor	Monitor		10/12/2022	Recycle 24 - 2022
3252	110001	AALMTF051763	pln110001	LCD 1	Planning	10/12/2022	Recycle 24 - 2022
4077	100375		por100375	LCD 3	Dispatch	10/12/2022	Recycle 24 - 2022
3002	1525155J		ITS1525155J	UPS	IT	10/12/2022	Recycle 24 - 2022
3361	1525155H		CFR1525155H	UPS	Community and Family Resources	10/12/2022	Recycle 24 - 2022
7029	1503412		1503412	UPS		10/12/2022	Recycle 24 - 2022
7028	030170		030170	UPS		10/12/2022	Recycle 24 - 2022
3096	1503289G	CQYEN2000738	HND1503289G	UPS	HAND	10/12/2022	Recycle 24 - 2022
5149	1804811		BTR1804811	UPS	Bloomington Transit	10/12/2022	Recycle 24 - 2022
7030	070481		070481	Monitor		10/12/2022	Recycle 24 - 2022
3005	110330	111NDVW5R279	ITS110330	Monitor	IT	10/12/2022	Recycle 24 - 2022
3006	130204	306NDWE5K313	ITS130204	LCD 3	IT	10/12/2022	Recycle 24 - 2022
6883	2011209C	15X9W43	2011209C	Docking Station	Economic & Sustainable Development	10/12/2022	Recycle 24 - 2022
3805	150023	VNG3H14257	ucs150023	NetworkPrinter	Customer Services	10/12/2022	Recycle 24 - 2022
4557	070340	CND1S54645	PRS070340	NetworkPrinter	Parks and Recreation	10/12/2022	Recycle 24 - 2022
195	090134	CNB9F05407	Utilities-Accounting-Horstman P2035	NetworkPrinter		10/12/2022	Recycle 24 - 2022
3928	070471		UEG070471	LCD 1	Engineering	10/12/2022	Recycle 24 - 2022
2912	1601868M		ITS1601868M	UPS	IT	10/12/2022	Recycle 24 - 2022
3368	1502280		CFR1502280	UPS	Community and Family Resources	10/12/2022	Recycle 24 - 2022
4520	1503289J		CAS1503289J	UPS	Cascades	10/12/2022	Recycle 24 - 2022
6895	210393	DMPFNXM3Q1GC	210393	Tablet	Showers	10/12/2022	Recycle 24 - 2022
3142	150550121B	CQYDY2004577	PLN150550121B	UPS	Planning	10/12/2022	Recycle 24 - 2022
7026	1703277C		1703277C	UPS		10/12/2022	Recycle 24 - 2022
2279	1600582i	JJ2QFB2	esd1600582i	Desktop	Economic & Sustainable Development	10/12/2022	Recycle 24 - 2022
5297	1805419L		ESD1805419L	Laptop	Economic & Sustainable Development	10/12/2022	Recycle 24 - 2022
2348	1601260	6FJ2MC2	pln1601260	Laptop	Planning	10/12/2022	Recycle 24 - 2022
2414	1601393k	FWL8L72	utd1601393k	Laptop	T&D	10/12/2022	Recycle 24 - 2022
5292	1805270C	922D5Q2	otm1805270c	Laptop	Office of the Mayor	10/12/2022	Recycle 24 - 2022
6036	1907473b	2X2T0X2	its1907473b	Laptop	IT	10/12/2022	Recycle 24 - 2022
2671	1602063a	9VLDRF2	pws1602063a	Laptop	Public Works	10/12/2022	Recycle 24 - 2022
7022	1503087B		1503087B	Docking Station		10/12/2022	Recycle 24 - 2022
3888	070034		UEG070034	UPS	Engineering	10/12/2022	Recycle 24 - 2022
3085	1502928	CQYEN2000416	HND1502928	UPS	HAND	10/12/2022	Recycle 24 - 2022
3100	030615	JB0329041881	HND030615	UPS	HAND	10/12/2022	Recycle 24 - 2022
7025	17027550		17027550	UPS		10/12/2022	Recycle 24 - 2022
4525	1703273	5FJS9H2	fle1703273	Laptop	Fleet Maintenance	10/12/2022	Recycle 24 - 2022
7024	070253		070253	UPS		10/12/2022	Recycle 24 - 2022
3298	1524839E		LGL1524839E	UPS	Legal	10/12/2022	Recycle 24 - 2022
4203	090470		f2x090470	Wireless Access Point		10/12/2022	Recycle 24 - 2022
4187	080263		f2x080263	Wireless Access Point		10/12/2022	Recycle 24 - 2022
3156	1524800B	3108856490056303E4	PLN1524800B	Docking Station	Planning	10/12/2022	Recycle 24 - 2022
1740	1525597H	04J4HCLGA06234L	HND1525597H	Monitor		09/14/2022	Recycle 24 - 2022
6982	15010029A		BTR15010029A	UPS	Bloomington Transit	08/31/2022	Recycle 24 - 2022
6984	1908377F		BTR1908377F	UPS	Bloomington Transit	08/31/2022	Recycle 24 - 2022
6983	1908972A		BTR1908972A	UPS	Bloomington Transit	08/31/2022	Recycle 24 - 2022
6981	1524594A		BTR1524594A	UPS	Bloomington Transit	08/31/2022	Recycle 24 - 2022

# IT Department

## Donation 24 - 2022

Lot ID: 53 Date: 08/31/2022 Donation

### Donation Items List

Asset ID	Asset No.	Serial No.	Name	Category	Installed Date	Date	Organization
7049	1525203a		1525203a	Desktop		10/25/2022	Serve-IT
5000	1703466n	HJ17XK2	ban1703466n	Desktop	10/16/2017	10/19/2022	Serve-IT
988	1601017g	2D8KKB2	prs1601017g	Desktop	01/20/2015	10/18/2022	Serve-IT
7007	1703572A	3D7SHL2	BTR1703572A	Desktop	09/22/2022	10/18/2022	Serve-IT
5426	1703077c	2SBVFK2	hnd1703077c	Desktop	05/30/2018	10/18/2022	Serve-IT
2798	1601393h	5GKLRD2	ueg1601393h	Desktop	12/08/2016	10/18/2022	Serve-IT
1549	155119a	G2FNV52	its155119a	Desktop	09/18/2015	10/18/2022	Serve-IT
7004	1703572B	3D8PHL2	BTR1703572B	Desktop		10/18/2022	Serve-IT
6968	1703572C		BTR1703572C	Desktop	08/23/2017	10/18/2022	Serve-IT
2443	1601929	8Y8WMD2	pln1601929	Desktop	11/29/2016	10/17/2022	Serve-IT
1415	1524594	7G7XR52	btr1524594	Desktop	07/31/2015	10/17/2022	Serve-IT
4838	1703080a	2RZYFK2	esd1703080a	Desktop	09/12/2017	10/12/2022	Serve-IT
5125	1703466i	HJ25XK2	tlr1703466i	Desktop	10/18/2017	10/12/2022	Serve-IT
2395	1600582h	JJ2SFB2	esd1600582h	Desktop	05/27/2016	10/12/2022	Serve-IT
4857	1703457	3D7VHL2	lg11703457	Desktop	10/16/2017	10/12/2022	Serve-IT
5494	1805742h	79R6MR2	trn1805742h	Desktop	10/18/2018	10/12/2022	Serve-IT
5409	1805589g	GW69HQ2	pln1805589g	Desktop	09/07/2018	10/12/2022	Serve-IT
5490	1805742i	79R9MR2	trn1805742i	Desktop	10/23/2018	10/12/2022	Serve-IT
5451	1805589F		PLN1805589F		10/04/2018	10/12/2022	Serve-IT
7023	1525203C		1525203C	Desktop		10/12/2022	Serve-IT
3099	080601	F321893	HND080601			10/12/2022	Serve-IT
5835	1805437E		HND1805437E	Desktop	03/14/2019	10/12/2022	Serve-IT
5809	140009	GM7KFZ1	its140009	Laptop	02/27/2013	10/11/2022	Serve-IT
212	140365	HVP1Q12	str140365	Laptop	12/18/2014	10/11/2022	Serve-IT
1857	140367	97Q1Q12	its140367	Laptop	03/18/2015	10/11/2022	Serve-IT
5126	1703466h	HJ24XK2	tlr1703466h	Desktop	10/20/2017	10/11/2022	Serve-IT
2822	1601224d	BB5DQD2	ash1601224d	Desktop	08/26/2016	10/11/2022	Serve-IT
6238	1907977f	1SS84Z2	hnd1907977f	Desktop	09/05/2019	10/11/2022	Serve-IT
4748	1703466i	HJ23XK2	frs1703466i	Desktop	01/13/2021	10/11/2022	Serve-IT
5267	1703080b	2RZXFK2	esd1703080b	Desktop	09/12/2017	10/11/2022	Serve-IT
989	1524599a	9QKNS32	prs1524599a	Laptop	12/18/2014	10/11/2022	Serve-IT
1275	140364	8BL1Q12	its140364	Laptop	07/13/2015	10/11/2022	Serve-IT
5394	1805437c	F77T0Q2	hnd1805437c	Desktop	08/08/2018	10/11/2022	Serve-IT
4745	1703720B		TLR1703720B	Laptop	10/20/2017	10/11/2022	Serve-IT
5204	1804742a	7PQ9SN2	hrd1804742a	Laptop	06/08/2018	10/11/2022	Serve-IT
1098	1601704b	63NXTC2	str1601704b	Laptop	07/30/2012	10/11/2022	Serve-IT
5624	1805920a	H7GVMQ2	its1805920a	Laptop	12/06/2018	10/11/2022	Serve-IT
5341	1805419m	GBFVPQ2	esd1805419m	Laptop	08/06/2018	10/11/2022	Serve-IT
5020	1804236a	59G16M2	ash1804236a	Laptop	02/26/2018	10/11/2022	Serve-IT
2210	1600582a	F7BPQ72	hnd1600582a	Laptop	05/25/2016	10/11/2022	Serve-IT
5840	1806044i	7B8J1S2	utd1806044i	Desktop	03/13/2019	10/11/2022	Serve-IT
6317	1908440f	8ZFLSZ2	pln1908440f	Desktop	11/01/2019	10/11/2022	Serve-IT
2315	1601017m	2D8JKB2	prs1601017m	Desktop	07/26/2016	10/11/2022	Serve-IT
5235	1805262i	FMTGOQ2	cfr1805262i	Desktop	07/05/2018	10/11/2022	Serve-IT
733	1601017j	2D7TKB2	prs1601017j	Desktop	04/14/2016	10/11/2022	Serve-IT
5340	1805437b	F76Z0Q2	hnd1805437b	Desktop	08/02/2018	10/11/2022	Serve-IT
2111	1601017i	2D8MKB2	prs1601017i	Desktop	01/05/2016	10/11/2022	Serve-IT
5024	1704010d	GC2T7M2	ueg1704010d	Desktop	02/12/2018	10/11/2022	Serve-IT
4774	1703466m	HJ13XK2	frs1703466m	Desktop	10/23/2017	10/11/2022	Serve-IT
2459	1703466d	HJ19XK2	prs1703466d	Desktop	12/19/2016	10/11/2022	Serve-IT
4948	1703925b	FF9K0M2	pln1703925b	Desktop	12/21/2017	10/11/2022	Serve-IT
4298	1703077b	2SBXFK2	hnd1703077b	Desktop	07/12/2017	10/11/2022	Serve-IT
5337	1805437g	F76X0Q2	hnd1805437g	Desktop	08/02/2018	10/11/2022	Serve-IT
5458	1805589i	GW74HQ2	prs1805589i	Desktop	09/04/2018	10/11/2022	Serve-IT
2267	1600582j	JJ2VFB2	hnd1600582j	Desktop	06/01/2016	10/11/2022	Serve-IT
1542	1601017h	2D7SKB2	prs1601017h	Desktop	01/13/2021	10/11/2022	Serve-IT
5507	1805920f	9ZYNMR2	its1805920f	Desktop	10/31/2018	10/11/2022	Serve-IT
5491	1805742k	79RCMR2	trn1805742k	Desktop	10/23/2018	10/11/2022	Serve-IT
4943	1703925D	FFBL0M2	PLN1703925D	Desktop	01/18/2018	10/11/2022	Serve-IT
5493	1805742j	79R8MR2	trn1805742j	Desktop	10/23/2018	10/11/2022	Serve-IT
4950	1704010m	GC2N7M2	uct1704010m	Desktop	01/13/2021	10/11/2022	Serve-IT

3011	1600883B		ITS1600883B	Desktop		10/11/2022	Serve-IT
2357	1600752A	auto-1474391338.434016-94166	BTR1600752A	Desktop	01/13/2021	10/11/2022	Serve-IT
4773	1601017c	2DJQKB2	its1601017c	Desktop	07/20/2016	10/11/2022	Serve-IT
2266	1600582g	JJ2XFB2	cnt1600582g	Desktop	06/01/2016	10/11/2022	Serve-IT
493	1704010n	GC2S7M2	ucs1704010n	Desktop	02/27/2013	10/11/2022	Serve-IT
4863	1703869b	CJ7D0M2	ash1703869b	Desktop	11/22/2017	10/11/2022	Serve-IT
2260	1600582e	JJ2TFB2	cnt1600582e	Desktop	05/27/2016	10/11/2022	Serve-IT
6131	1907977E		HND1907977E	Desktop	09/11/2019	10/11/2022	Serve-IT
4335	1703077a	2SBWFK2	hnd1703077a	Desktop	07/12/2017	10/11/2022	Serve-IT
3108	1601017l	2D7QKB2	san1601017l	Desktop	09/15/2016	10/11/2022	Serve-IT
5338	1805419i	GZGM0Q2	cnt1805419i	Desktop	08/02/2018	10/11/2022	Serve-IT
5075	1703572E		BTR1703572E	Desktop	02/16/2018	10/11/2022	Serve-IT
5423	1805589d	GW77HQ2	pln1805589d	Desktop	09/04/2018	10/11/2022	Serve-IT
6232	1908440B		ITS1908440B	Desktop	11/12/2019	10/11/2022	Serve-IT
5495	1805742d	79S5MR2	trn1805742d	Desktop	10/15/2018	10/11/2022	Serve-IT
5522	1805891d	5T5MMR2	uad1805891d	Desktop	10/22/2018	10/11/2022	Serve-IT
5370	1805437f	F77Z0Q2	hnd1805437f	Desktop	01/13/2021	10/11/2022	Serve-IT
5489	1805742e	79R5MR2	trn1805742e	Desktop	10/15/2018	10/11/2022	Serve-IT
5534	1805891a	5T5RMR2	uad1805891a	Desktop	11/01/2018	10/11/2022	Serve-IT
5717	1805982a	C7J0JR2	pln1805982a	Laptop	12/19/2018	10/04/2022	Serve-IT

**RESOLUTION 2022-87  
TO DESIGNATE SURPLUS PROPERTY FOR TRANSFER**

**WHEREAS**, the City of Bloomington, Department of Information & Technology Services, is in possession of a large stock of computer equipment and peripherals that are inoperable; and

**WHEREAS**, the Department of Information & Technology Services wishes to conduct a private sale or transfer the property without advertising; and

**WHEREAS**, Indiana Code § 5-22-22-6, permits the City of Bloomington Board of Public Works to sell the property at a public or private sale or transfer the property without advertising, if the property to be sold is more than one item with an estimated total value of less than \$5,000; and

**WHEREAS**, Indiana Code § 5-22-22-7, permits the City of Bloomington Board of Public Works to sell the property at a public or private sale or transfer the property without advertising, if the property to be sold is material that may be recycled and has been collected in conjunction with a recycling program.

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

1. The City of Bloomington property described in Exhibit A is hereby declared to be more than one item with an estimated total value of less than \$5,000 or is material that may be recycled in conjunction with a recycling program, and therefore may be sold at a public or private sale without advertising.
2. The City of Bloomington Department of Information and Technology Services shall sell the items described in Exhibit A within thirty (30) days of this Resolution being signed by the City of Bloomington Board of Public Works.

**SO PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2022, by the City of Bloomington Board of Public Works

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

Attest: \_\_\_\_\_  
Rick Dietz, Director  
Information & Technology Services

\_\_\_\_\_  
Jennifer Lloyd, Vice President

\_\_\_\_\_  
Elizabeth Karon, Secretary





## Board of Public Works Staff Report

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<b>Project/Event:</b>	<b>Declaration of Obsolete Yard Waste Magnets as Surplus Property</b>
<b>Petitioner/Representative:</b>	<b>Sanitation Division of Public Works Department</b>
<b>Staff Representative:</b>	<b>Rhea Carter</b>
<b>Meeting Date:</b>	<b>12/06/22</b>

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The Sanitation Division has a large number of 2022 yard waste magnets that are obsolete and are of no use to the City. The Board of Public Works can declare the magnets to be surplus property and authorize their disposal by transfer or donation. The Sanitation Division would like the Board to declare the magnets as surplus property and allow them to be donated to Monroe County Solid Waste. Monroe County Solid Waste works with schools, and the children paint the magnets and use them in creating artwork

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Staff is supportive of the request.

**Recommend**  **Approval**  **Denial by** Rhea Carter

**BOARD OF PUBLIC WORKS  
RESOLUTION 2022-88**

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

WHEREAS, the Sanitation Division of the City's Public Works Department annually distributes yard waste magnets to provide a schedule and instructions for disposition of yard waste; and

WHEREAS, the magnets have a one year life cycle; and

WHEREAS, the Sanitation Division has a large number of 2022 yard waste magnets which it wishes to dispose of or donate as surplus personal property; and

WHEREAS, pursuant to Indiana Code § 5-22-22-6, the City of Bloomington Board of Public Works (hereinafter "Board of Public Works") may determine this equipment to be surplus property and may conduct a private sale or transfer the property without advertising, as there is more than one (1) item, and the value of this inoperable and/or outdated equipment is less than five thousand dollars (\$5,000); and

WHEREAS, the Sanitation Division has assessed the value of this equipment to be less than five thousand dollars (\$5,000); and

WHEREAS, pursuant to Indiana Code § 5-22-22-8, the Board of Public Works is also authorized to consider this equipment worthless, if the value of the equipment is less than the estimated cost of the sale and transportation of the equipment; and

WHEREAS, the Sanitation Division believes the cost of organizing and conducting a sale exceeds the value of the equipment; and

WHEREAS, the Sanitation Division wishes to donate the 2022 yard waste magnets to the Monroe County Solid Waste, as they work with schools, and the children paint and create artwork with the magnets.

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

1. The 2022 yard waste magnets are hereby declared to be surplus personal property.
2. The value of these stickers is assessed to be less than five thousand dollars (\$5,000).
3. The costs of transporting this equipment and conducting a private sale exceed the value of the equipment.
4. The 2022 yard waste magnets can be donated to the Monroe County Solid Waste.

**PASSED AND ADOPTED** by the City of Bloomington Board of Public Works this 6th day of December, 2022.

**BOARD OF PUBLIC WORKS**

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

\_\_\_\_\_  
Jennifer Lloyd, Vice President

\_\_\_\_\_  
Elizabeth Karon, Secretary

Attest: \_\_\_\_\_  
Rhea Carter, Director  
Sanitation Division of Public Works Dept.

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/2/2022	Payroll				485,747.01
					<u>485,747.01</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 \$ 485,747.01

**Dated this 6th day of December 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 \_\_\_\_\_



# Board of Public Works Staff Report

**Project/Event:** Resolution 2022-90 – Moratorium on Consideration of Special Event Applications

**Petitioner/Representative:** City of Bloomington

**Staff Representative:** Michael Rouker, City Attorney

**Meeting Date:** 12/06/2022

On November 18, 2022, the Federal District Court for the Southern District of Indiana issued an order directing the City of Bloomington to “promulgate and disseminate . . . the procedural steps whereby private individuals and groups can seek approval for an encroachment on the City of Bloomington's rights-of-way for the purpose of displaying public art.” The Court ordered the City to adopt and disseminate the policy no later than January 2, 2022. In an effort to comply with the Court’s order, municipal staff from multiple departments have been working on a policy for the Board’s consideration. Staff anticipates bringing a policy to the Board at the Board’s regularly scheduled December 20, 2022 meeting.

In the past, private individuals and groups have utilized the special event application process for the installation of private art in the right-of-way. Because the City is in the process of revising the protocols that govern the installation of private art in the right-of-way, the current protocols are uncertain—both for the public and the Board.

Therefore, until such time as the rules governing the installation of private art in the public right-of-way are clarified by the Board, staff is requesting that the Board place a moratorium on the consideration of special event applications. Staff anticipates that the rules governing art in the right-of-way will be clarified during the Board’s next meeting, on December 20, 2022, and that the Board will be able to consider special event applications in accordance with the new protocols during its December 20, 2022 meeting.

Staff recommends that the Board adopt Resolution 22-90, placing a brief moratorium on the consideration of special event applications.

**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2022-90**

**MORATORIUM ON CONSIDERATION OF SPECIAL EVENT APPLICATIONS**

WHEREAS, the Board of Public Works (“Board”) supervises the City of Bloomington’s (“City”)’s streets, alleys, sidewalks, and rights-of-way; and

WHEREAS, from time to time, private parties seek to hold special events within the right-of-way; and

WHEREAS, from time to time, private parties seek to utilize the special event application process to place private art within the public right-of-way; and

WHEREAS, the City has been directed by court order to promulgate procedures whereby private individuals and groups may seek approval for an encroachment on the City’s rights-of-way for the purpose of displaying art; and

WHEREAS, the City has been directed to promulgate procedures no later than January 2, 2023; and

WHEREAS, staff is actively preparing said procedures and anticipates bringing them to the Board for consideration at the Board’s regularly scheduled December 20, 2022 meeting; and

WHEREAS, the City and the Board desire to avoid any confusion about the applicable procedures and standards governing the approval of private art installations in the public right-of-way through the special event application process during the interim period where said procedures are being drafted;

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

1. The Board hereby places a temporary moratorium on the consideration of any special event permit applications until such time as the Board adopts procedures governing the approval of art within the public right-of-way.
  
2. The Board anticipates that it will adopt procedures at the beginning of its December 20, 2022, regularly scheduled meeting, as the December 20 meeting is the Board’s last meeting prior to the expiration of the court’s January 2, 2023, deadline. Upon adoption of said procedures, the

moratorium on consideration of special event applications shall automatically lift. The Board further anticipates that special event applications may be considered in accordance with the newly adopted procedures during the December 20, 2022 meeting, after the Board adopts the court-ordered procedures.

3. This Resolution shall be effective immediately upon passage by the Board.

4. If any section, sentence, provision of this Resolution, or the application thereof to any person or circumstances shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions, or applications of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

**ADOPTED THIS 6<sup>th</sup> DAY OF DECEMBER, 2022**  
**BOARD OF PUBLIC WORKS**

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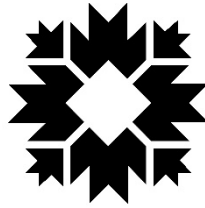
Kyla Cox Deckard, President

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Jennifer Lloyd, Vice President

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Elizabeth Karon, Secretary



CITY OF BLOOMINGTON  
Parks and Recreation

## STAFF REPORT

Agenda Item:

Date:

Administrator

Review\Approval

**TO:** Board of Park Commissioners, Board of Public Works  
**FROM:** Tim Street, Operations and Development Division Director  
**DATE:** December 6, 2022  
**SUBJECT:** MEMORANDUM OF UNDERSTANDING WITH DUKE ENERGY FOR THE  
DUKE RELIABILITY PROJECT PHASE 2

### Recommendation

Staff recommends approval of a MOU with Duke Energy Incorporated for the upcoming phase of the “Duke Reliability Project” that will connect the transmission lines between the substation on Rogers across from Switchyard Park to the substation at 11<sup>th</sup> and Fairview.

### Background

The City previously worked with Duke Energy to negotiate phases of the Duke Reliability Project to improve electric service reliability in Bloomington. Phase 1 was completed in 2019 and Phase 2 is scheduled to begin in early 2023. More information, including the route map for the new transmission lines, can be found on Duke’s website: <https://www.duke-energy.com/our-company/about-us/electric-transmission-projects/bloomington-rogers-street>. The installation of transmission lines for Phase II will result in the loss of approximately 126 city-owned “street trees.” Duke Energy has agreed to compensate the City \$49,000 for the loss of these trees; this money will be used for street trees in Bloomington with a priority focus on replanting as many as possible along this corridor after the conclusion of the project. This fee was negotiated based on the Urban Forester’s assessed value of the trees to be lost based on species, tree health, and the size of the tree’s diameter at breast height (“dbh”).

The project will also necessitate work in the right-of-way and on trails, and this MOU additionally outlines steps Duke Energy will take to coordinate with the City, including the Board of Park Commissioners and Board of Public Works, for closures and other impacts.



**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink that reads "Tim Street". The signature is written in a cursive style with a large, sweeping initial "T" and "S".

---

Tim Street, Operations and Development Division Director

2021-January

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CITY OF BLOOMINGTON AND  
DUKE ENERGY INDIANA, LLC  
FOR RESPONSIBILITIES REGARDING THE  
“2023 DUKE RELIABILITY PROJECT”**

**THIS MEMORANDUM OF UNDERSTANDING** is entered into by and between the City of Bloomington, acting through its Board of Park Commissioners and Board of Public Works (“City”) and Duke Energy Indiana, LLC (“DEI”).

**WHEREAS**, DEI is engaging in a capital project to connect the power substation at the intersection of 11<sup>th</sup> and Fairview Streets with the substation on Rogers Street directly west of Switchyard Park with high-voltage transmission lines (the “Project”); and

**WHEREAS**, the completion of the Project will necessitate location of electric facilities in public rights-of-way (“ROW”) along roads and adjacent to trails; and

**WHEREAS**, as part of the use of the public ROW, DEI will comply with the City’s permitting process for work within the public ROW, including Maintenance of Traffic plans for land, road, and trail closures. Road closures and restrictions will be approved through the City’s Engineering Department, and trail closures and restrictions will be approved through the Parks and Recreation Department; and

**WHEREAS**, the City will not unduly or unreasonably interfere with the permitting process as described above; and

**WHEREAS**, the use of the public ROW will result in the removal of existing trees in the public ROWs which may result in public comments/complaints to DEI or the City;

**WHEREAS**, each of the Parties agrees to undertake certain aspects of the work related to the use of the public ROW as set forth below;

**NOW, THEREFORE**, in consideration of the foregoing and other valuable consideration set forth below, which the Parties acknowledge as sufficient, the Parties agree as follows:

1. **DEI OBLIGATIONS**: DEI shall, as part of its work on the Project in the public ROW:
  - a. Issue a press release, prepared in conjunction with the City, that the City has approved the Project’s use of public ROW, the Project itself, including its purpose, scope and impact on the public ROW, and that the Project will necessitate the removal of specified City-owned trees in the public ROW;
  - b. Safely remove all City-owned trees (as identified by the City as City-owned) that in the reasonable exercise of DEI’s judgment must be removed to complete the Project;
  - c. Remove vegetation debris caused by the tree removal work described in

subparagraph 1(a);

- d. Grind stumps of any City-owned trees that are removed in accordance with subparagraph 1(a);
- e. Respond to any comments or complaints by the public to DEI about the use of the public ROW for the Project, which responses shall not denigrate or negatively portray the Project, the use of the public ROW, or the City; and
- f. Make a one-time payment of Forty-Nine Thousand Dollars (\$49,000) to the City within thirty (30) business days of the commencement of the Project construction to assist the City in replanting approved vegetation at the conclusion of the Project, in place of trees removed in accordance with subparagraph 1(a).

2. CITY OBLIGATIONS: The City shall:

- a. Purchase and replant vegetation in the public ROW corridors after the completion of all activities by DEI and its subcontractors, provided that any vegetation the City chooses must meet NESC regulations and DEI vegetation guidelines, with the exception that DEI will permit the City to choose and plant trees pursuant to this Section 2a with a maximum maturity height of twenty feet (20') even though this height varies from the DEI vegetation guidelines;
- b. Remain solely responsible for the care and maintenance of any vegetation planted by it in the public ROW pursuant to this Agreement. However, DEI, in its sole discretion, may maintain, trim or remove such vegetation in the public ROW in accordance with utility vegetation management guidelines; and
- c. Respond to any comments or complaints by the public to the City about the use of the public ROW for the Project, which responses shall not denigrate or negatively portray the Project, the use of the public ROW, or DEI.
- d.

3. This Memorandum of Understanding may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4. This Memorandum of Understanding will remain valid and in effect for a period of one year from the date of Project commencement of construction.

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

**CITY OF BLOOMINGTON  
BOARD OF PARK COMMISSIONERS**

**DUKE ENERGY INDIANA, LLC**

\_\_\_\_\_  
Kathleen Mills, President  
Board of Park Commissioners

\_\_\_\_\_  
Amanda L. Brinker, Manager,  
Land Services I

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Paula McDevitt, Director  
City of Bloomington Parks and Recreation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kyla Cox Deckard, President  
Board of Public Works

\_\_\_\_\_  
Date



## Board of Public Works Staff Report

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**Project/Event:** Award Construction Contract for the Maxwell Lane Traffic Calming Project

**Petitioner/Representative:** Engineering Department

**Staff Representative:** Sara Gomez, Project Manager

**Date:** 12/06/2022

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**Report:** This project will construct traffic calming devices along E Maxwell Ln from Henderson St to Woodlawn Ave. Traffic Calming devices include, but are not limited to, speed humps, pavement markings, and signs. This traffic calming project was prioritized through the City's Resident-Led Process of the Traffic Calming and Greenways Program (TCGP). This project will be funded by 601-07-070000-54310.

### Maintenance of Traffic and Road Closure

Construction is scheduled for 2023 to last 30 days with completion by August 8<sup>th</sup>, 2023. Most work will be completed with short duration mobile operations.

### Quotes

Quotes were received at a Board of Public Works Work Session on Monday December 5<sup>th</sup>, 2022. The Board has received the following 2 Quotes.

- **E&B Paving, LLC: \$36,900.00**
- **Milestone Contractors: \$98,851.00**

With E&B Paving, LLC as the apparent lowest responsive and responsible Quoter.

# City of Bloomington Contract and Purchase Justification Form

Vendor: E&B Paving, LLC

Contract Amount: \$36,900.00

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

## PURCHASE INFORMATION

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

<input checked="" 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	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 were th lowest, responsible, and responsive quoter.

Sara Gomez

Project Manager

Engineering

Print/Type Name

Print/Type Title

Department

# AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

ENGINEERING DEPARTMENT

AND

E&B Paving

FOR

Maxwell Ln Traffic Calming

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

## WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **this project shall include, but is not limited to, Installation of Traffic calming devices along E Maxwell Ln from Henderson St to Woodlawn Ave. Traffic Calming devices include, but are not limited to, speed humps, pavement markings, and signs.**, (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 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 thirty (30) 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 Quote, attached hereto as Attachment 'D'. 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 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 his or her 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 his or her 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 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 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 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 he or she is now and will maintain in good standing with such governmental agencies and that he or she 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 himself and all his or her 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 he or she:

- a. Has formulated his or her 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 his or her 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 his or her employees, CONTRACTOR or his or her 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) feet 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 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 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		
Attn: Sara Gomez		
401 N. Morton St., Suite 130		
Bloomington, Indiana 47404		

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

**5.16 Notice to Proceed** CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until he or she receives an official written Notice to Proceed (NTP) 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 his or her 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 his or her subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of his or her subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or his or her 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 his or her 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 his or her subcontractor did not knowingly employ an unauthorized alien. If the Contractor or his or her 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 his or her 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.



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

\_\_\_\_\_  
Beth H. Hollingsworth, Vice President

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Elizabeth Karon, Secretary

\_\_\_\_\_  
Title of Contractor Representative

\_\_\_\_\_  
John Hamilton, Mayor of Bloomington

## **ATTACHMENT 'A'**

### **"SCOPE OF WORK"**

#### **Maxwell Lane (Henderson to Woodlawn) Traffic Calming**

*This project shall include, but is not limited to, installation of Traffic calming devices along E Maxwell Ln from Henderson St to Woodlawn Ave. Traffic Calming devices include, but are not limited to, speed humps, pavement markings, and signs.*

**ATTACHMENT 'B'**

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

STATE OF INDIANA )  
 ) SS:  
 COUNTY OF Monroe )

AFFIDAVIT

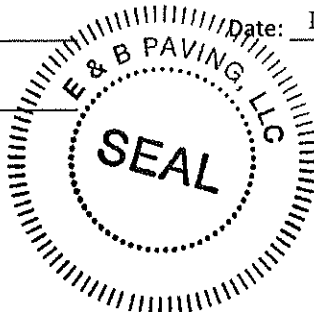
The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the Division Manager of  
 (job title)  
E&B Paving, LLC  
 (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.	N/a	n/a	n/a	n/a	n/a
B.					
C.					
D.					
				<b>Total</b>	<b>\$ <u>0.00</u></b>

Method of Compliance (Specify) Not needed - no trenches

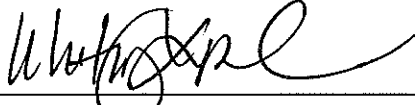
Signature Garrett Gough Date: December 5, 2022  
 Printed Name \_\_\_\_\_



STATE OF INDIANA )  
 ) SS:  
COUNTY OF Monroe )

Before me, a Notary Public in and for said County and State, personally appeared Garrett Gough  
and acknowledged the execution of the foregoing this 5 day of December, 2022.

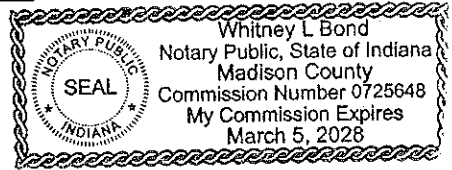
My Commission Expires: 3/5/2028

  
Signature of Notary Public

County of Residence: Madison

Whitney L Bond  
Printed Name of Notary Public

Commission #: 0725648



\*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 Monroe )

E-VERIFY AFFIDAVIT

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

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

Signature
Garrett Gough



Printed Name

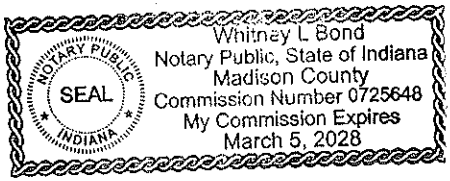
STATE OF INDIANA )
)SS:
COUNTY OF Monroe )

Before me, a Notary Public in and for said County and State, personally appeared Garrett Gough
and acknowledged the execution of the foregoing this 5th day of December, 20 22.

My Commission Expires: 3/5/2028
Signature of Notary Public

County of Residence: Madison Whitney L Bond
Printed Name of Notary Public

Commission #: 0725648





City of Bloomington  
Engineering Department

Letting Date: December 5, 2022

Unit Prices

Page 1 of 1

Project Title : Maxwell Lane Traffic Calming

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
001	105-06845	CONSTRUCTION ENGINEERING		1 LS	\$649.00	\$649.00
002	109-08359	LIQUIDATED DAMAGES		1 DOL	\$1.00	\$1.00
003	110-01001	MOBILIZATION AND DEMOBILIZATION		1 LS	\$1,250.00	\$1,250.00
005	402-XXXX2	HMA SPEED HUMP		4 EACH	\$6,550.00	\$26,200.00
006	801-06775	MAINTAINING TRAFFIC		1 LS	\$4,570.00	\$4,570.00
007	802-05702	SIGN POST, SQUARE TYPE 2 REINFORCED ANCHOR BASE		28 LFT	\$30.00	\$840.00
008	802-09840	SIGN, SHEET, WITH LEGEND, 0.100 IN. THICKNESS		13 SF	\$30.00	\$390.00
009	808-XXXXX	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, SPEED HUMP MARKING		8 EACH	\$375.00	\$3,000.00

<b>TOTAL PROJECT estimate:</b>	<b>\$36,900.00</b>
--------------------------------	--------------------

Bidder acknowledges that:

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



## Board of Public Works Staff Report

---

**Project/Event:** Atlantic Engineering Group (AEG)  
**Staff Representative:** Jason Kerr  
**Petitioner/Representative:** Bret Simons  
**Date:** December 6th, 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 December 9th 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 2 area projects to be granted through this BPW meeting. The following areas include...

E 16<sup>th</sup> St                      North to south, this is between E 17<sup>th</sup> St and E 13<sup>th</sup> St  
West to east, this is between N Madison St and N Dunn St

S Grant St                      North to south, this is between E 7th St and S Fess Ave  
West to east, this is between S Walnut St and E 2<sup>nd</sup> St



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





## Fiber Optic Internet is Coming to Your Neighborhood!

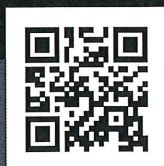
Over the next several weeks there will be construction crews in your area building a new fiber optic network. Fiber is the fastest and most reliable technology to deliver internet and Wi-Fi services.

Before we begin building, we must determine the location of existing underground utilities.

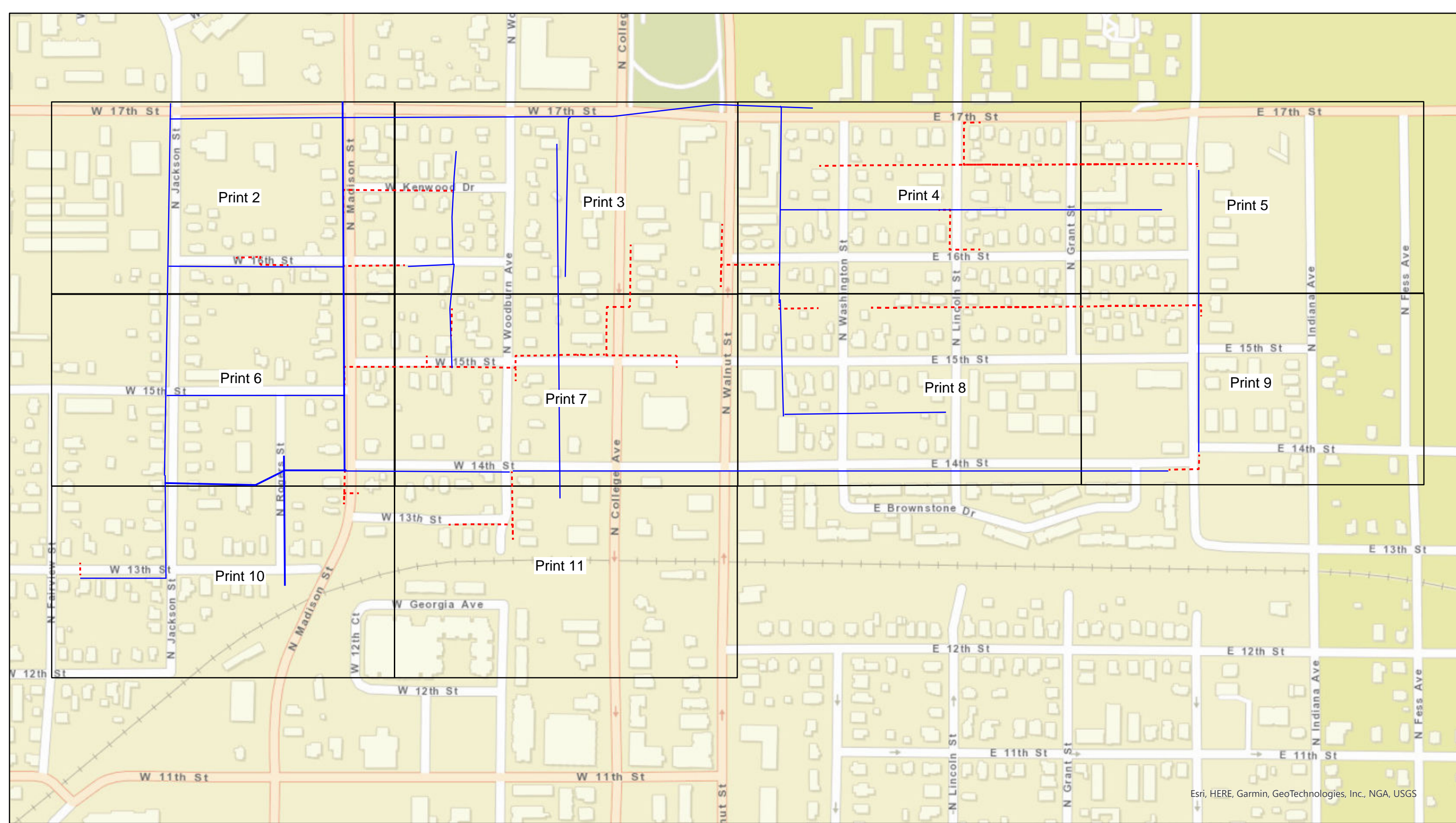
Construction areas will be marked with flags and paint that should remain in place for the duration of construction.

Please feel free to mark any private underground facilities that you believe are in the right of way. Examples of private facilities are: Sprinkler systems, dog fences, private gas line, pool systems, etc..

For additional information please call  
(812)-269-8805.





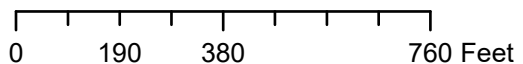


Esri, HERE, Garmin, GeoTechnologies, Inc., NGA, USGS



**Legend E 16th St**

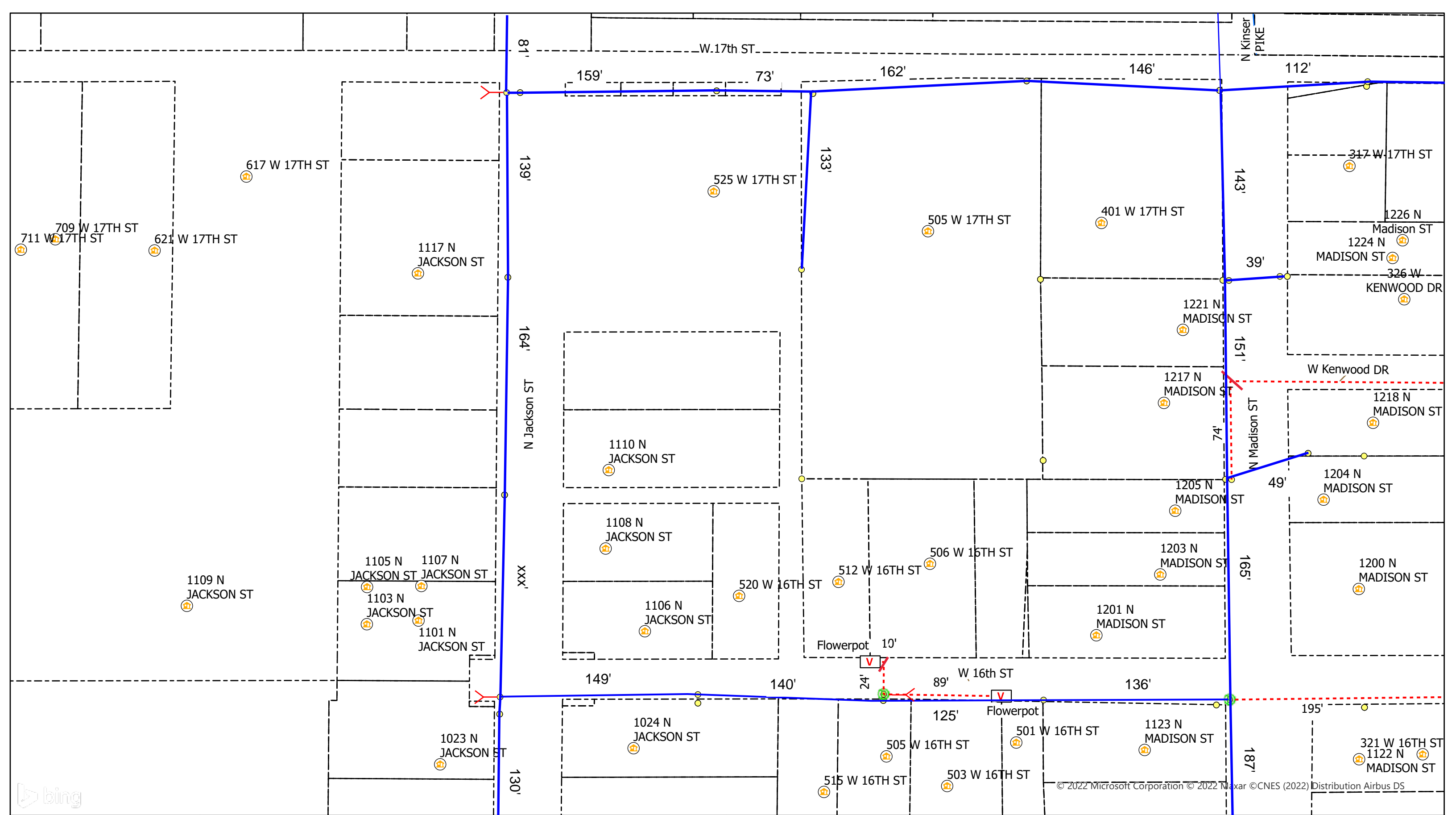
- - - Conduit
- Overhead Strand
- Grids



City of Bloomington, IN Permit:  
Design View

INI	BY	DATE	DESCRIPTION



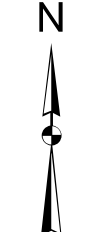


0 20 40 80 Feet

**Legend**

- Poles
- V Vaults
- Overhead Strand
- Conduit
- Bloomington\_Parcels
- R Risers
- A Address
- Y Anchor
- K Sidewalk

All Flowerpots 12" DIA

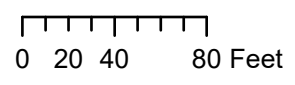
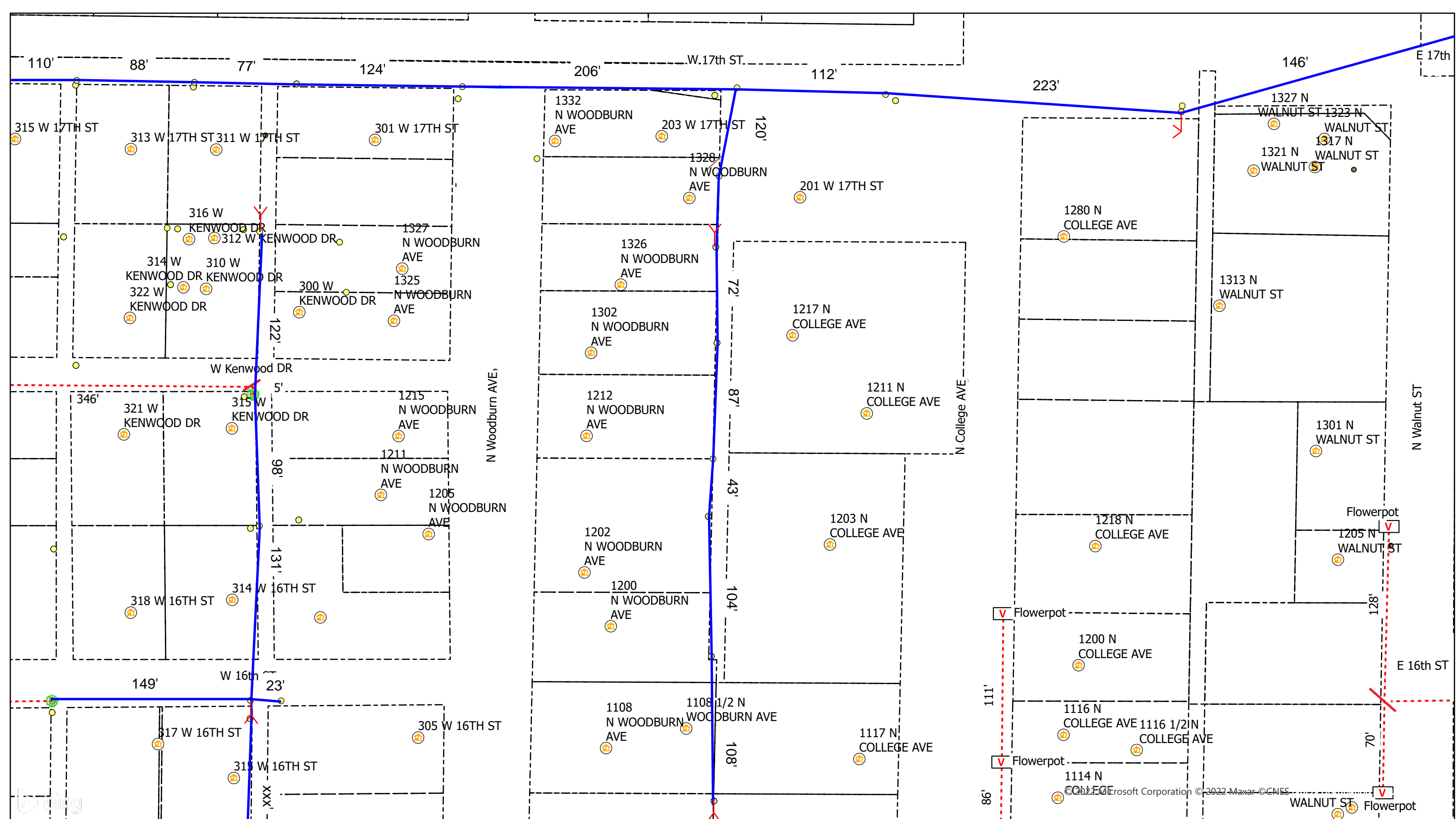


City of Bloomington, IN Permit:  
Design View

INI	BY	DATE	DESCRIPTION

Print 2 of 11

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**Legend**

- Poles
- Vaults
- Overhead Strand
- Conduit
- Bloomington\_Parcels
- Risers
- Address
- Anchor
- Sidewalk

All Flowerpots 12" DIA

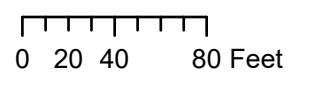
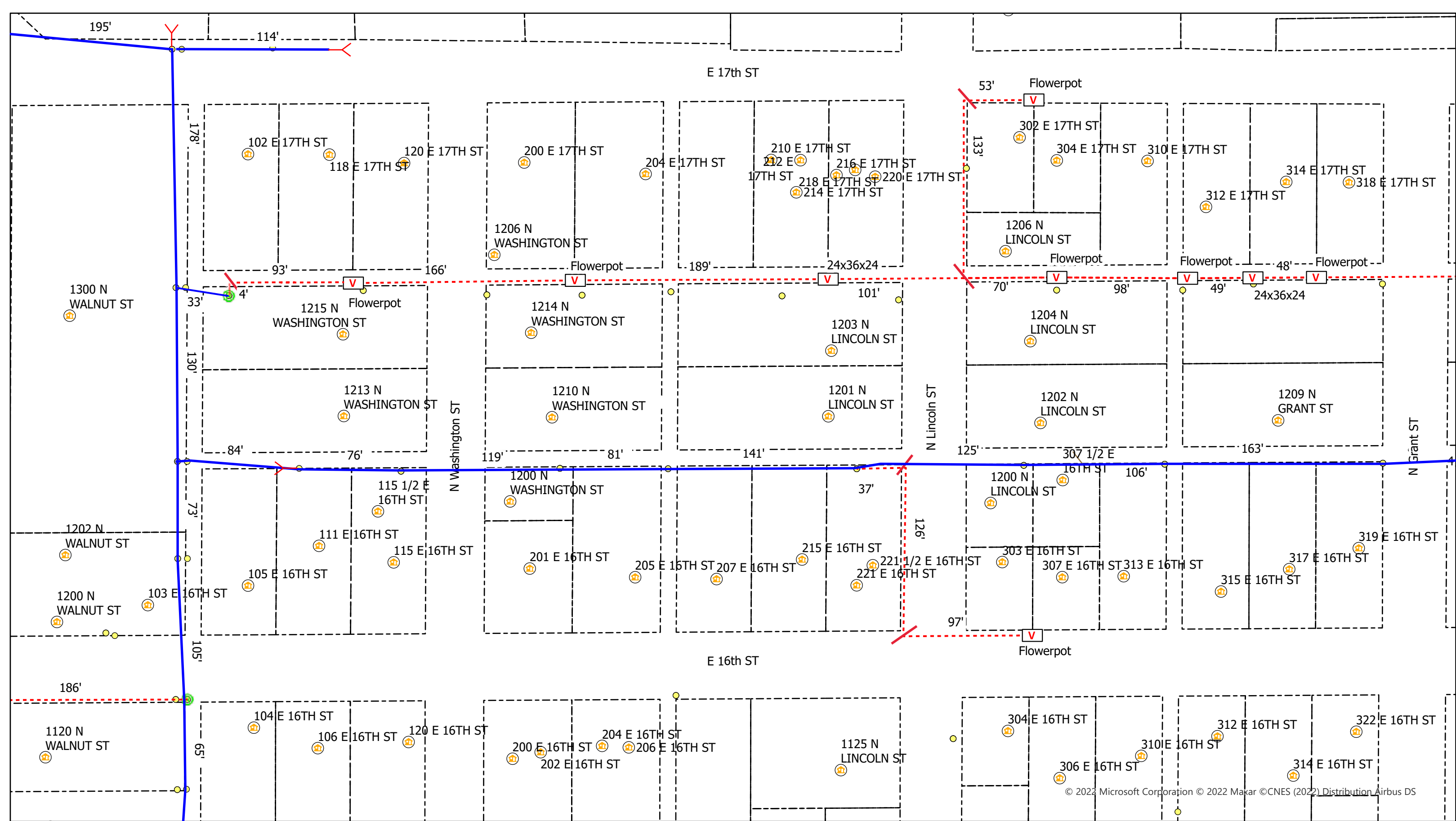


City of Bloomington, IN Permit:  
Design View

INI	BY	DATE	DESCRIPTION







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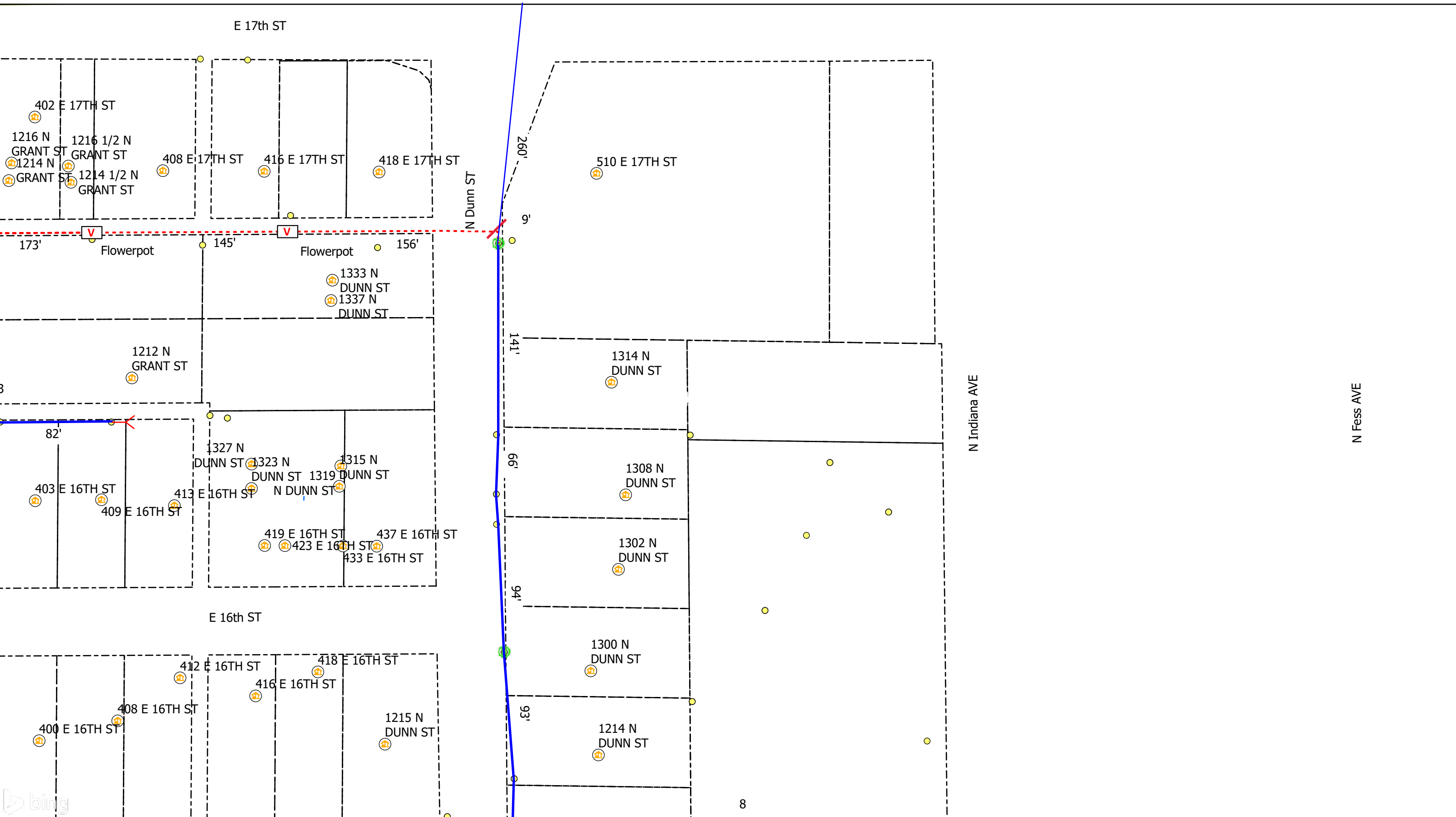


City of Bloomington, IN Permit:  
Design View

INI	BY	DATE	DESCRIPTION



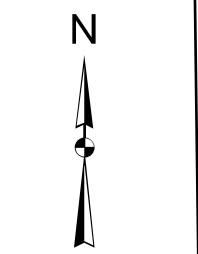
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**Legend**

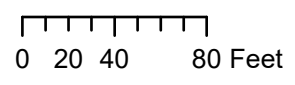
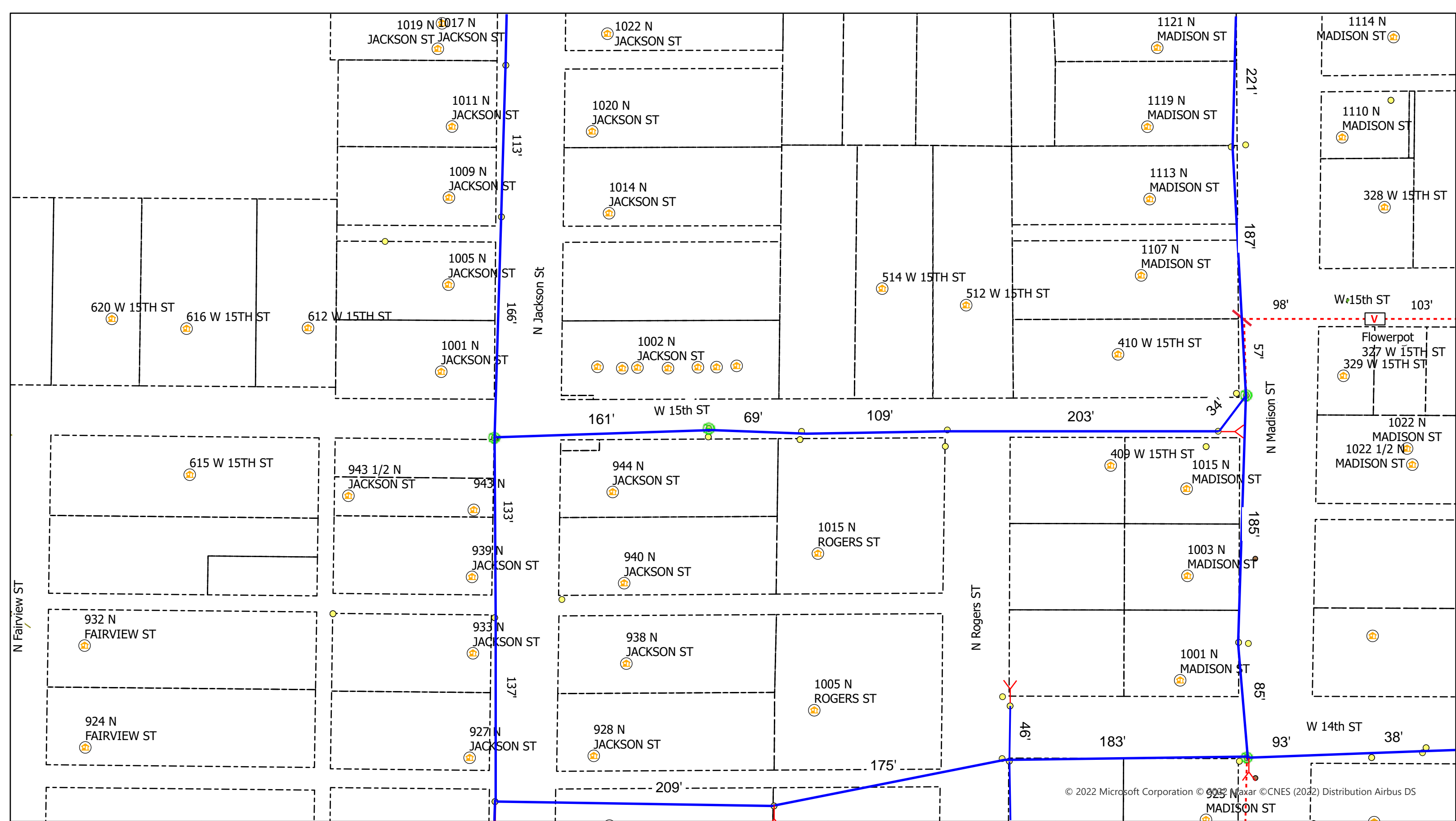
- Poles
- Ⓡ Risers
- Ⓜ Address
- Ⓜ Anchor
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- Overhead Strand
- Conduit
- Bloomington\_Parcels
- K Sidewalk

All Flowerpots 12" DIA



City of Bloomington, IN Permit:  
Design View

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**Legend**

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- Ⓡ Risers
- Ⓜ Vaults
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- Bloomington\_Parcels
- ⌞ Sidewalk
- ⌞ Anchor

All Flowerpots 12" DIA

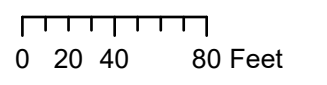
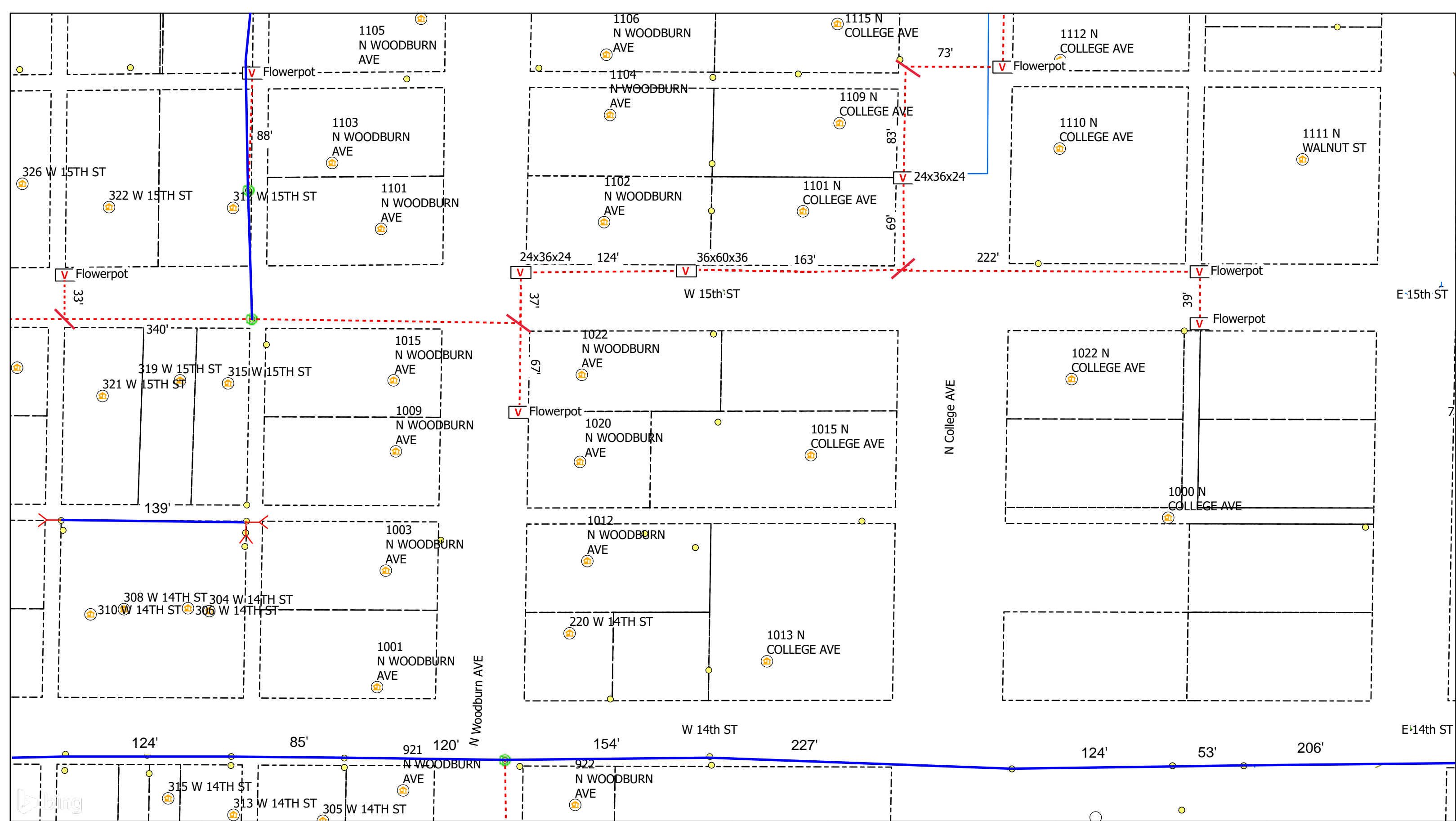


City of Bloomington, IN Permit:  
Design View

INI	BY	DATE	DESCRIPTION



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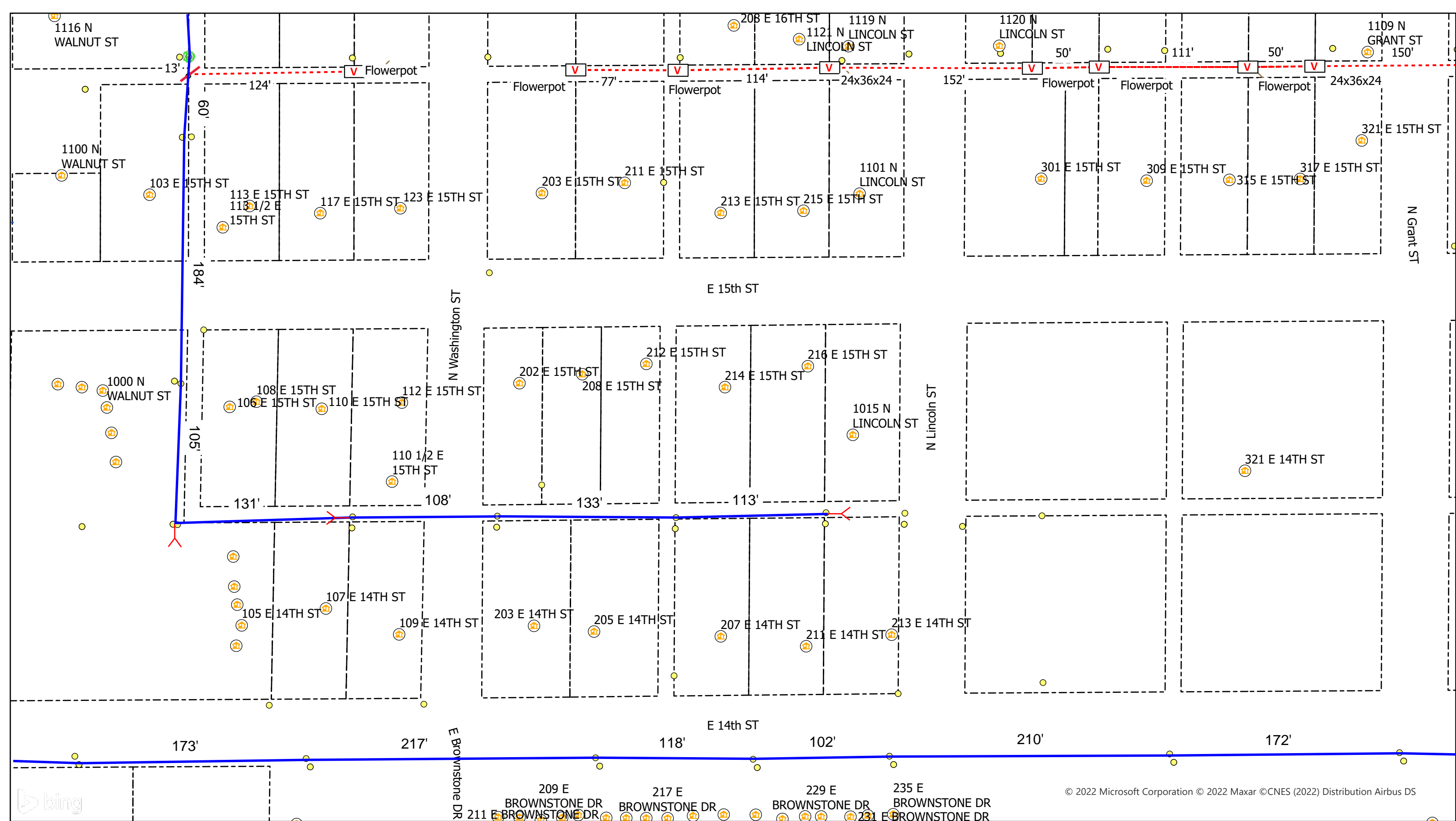


City of Bloomington, IN Permit:  
Design View

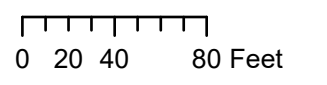
INI	BY	DATE	DESCRIPTION







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**Legend**

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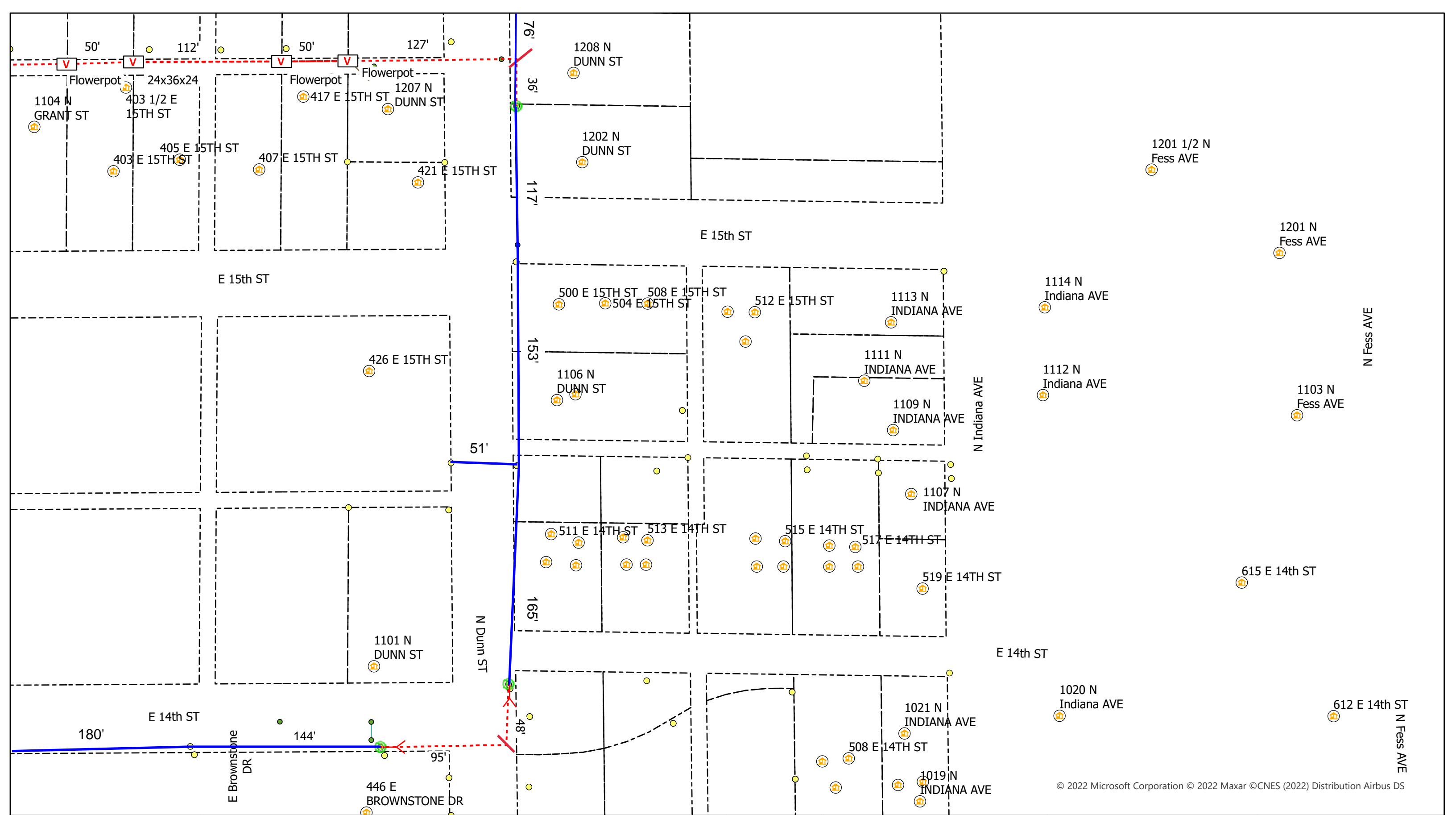
All Flowerpots 12" DIA



City of Bloomington, IN Permit:  
Design View

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0 20 40 80 Feet

**Legend**

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- Bloomington\_Parcels
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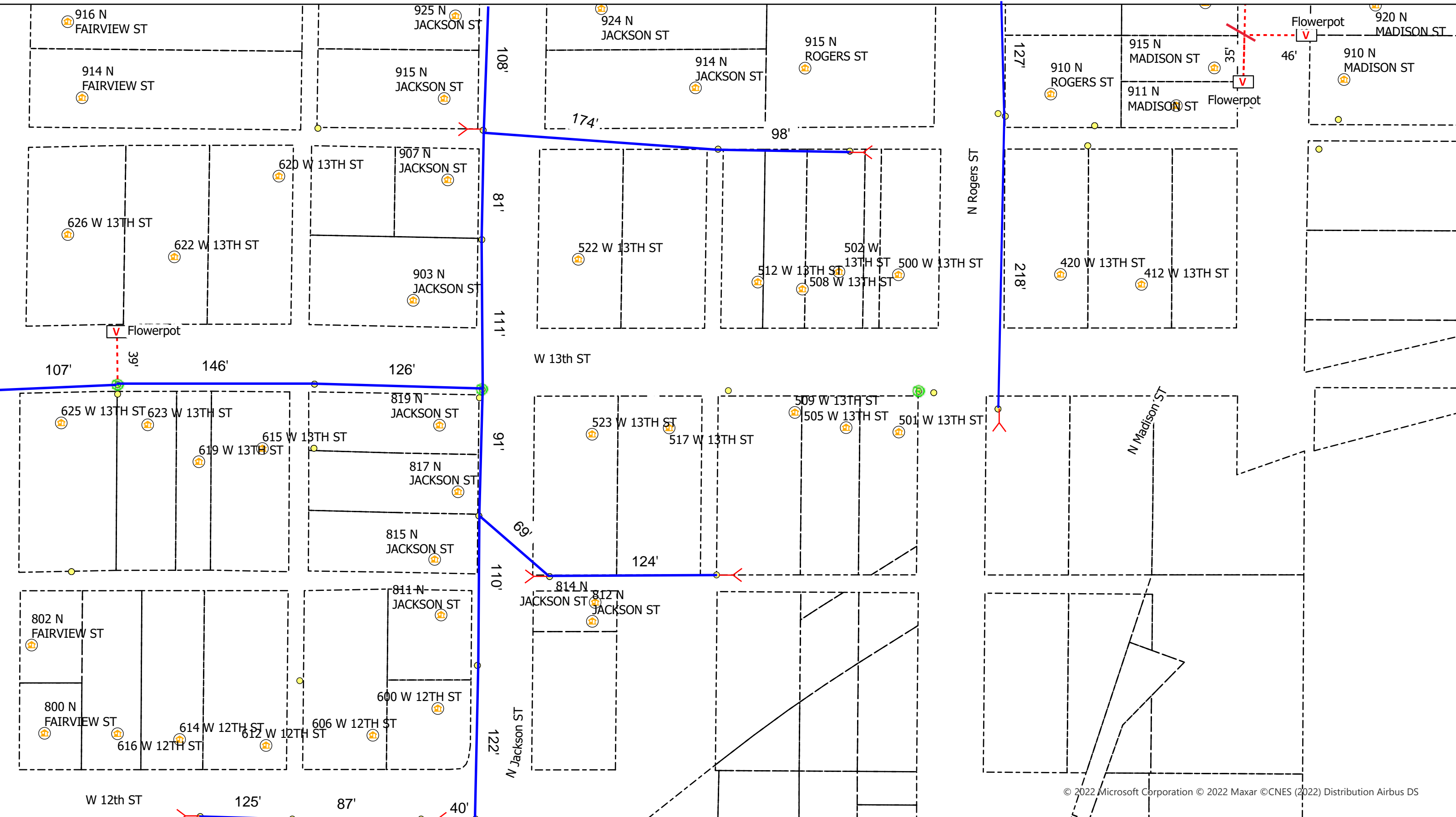
All Flowerpots 12" DIA



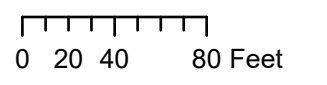
City of Bloomington, IN Permit:  
Design View

INI	BY	DATE	DESCRIPTION





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**Legend**

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- ⊕ Risers
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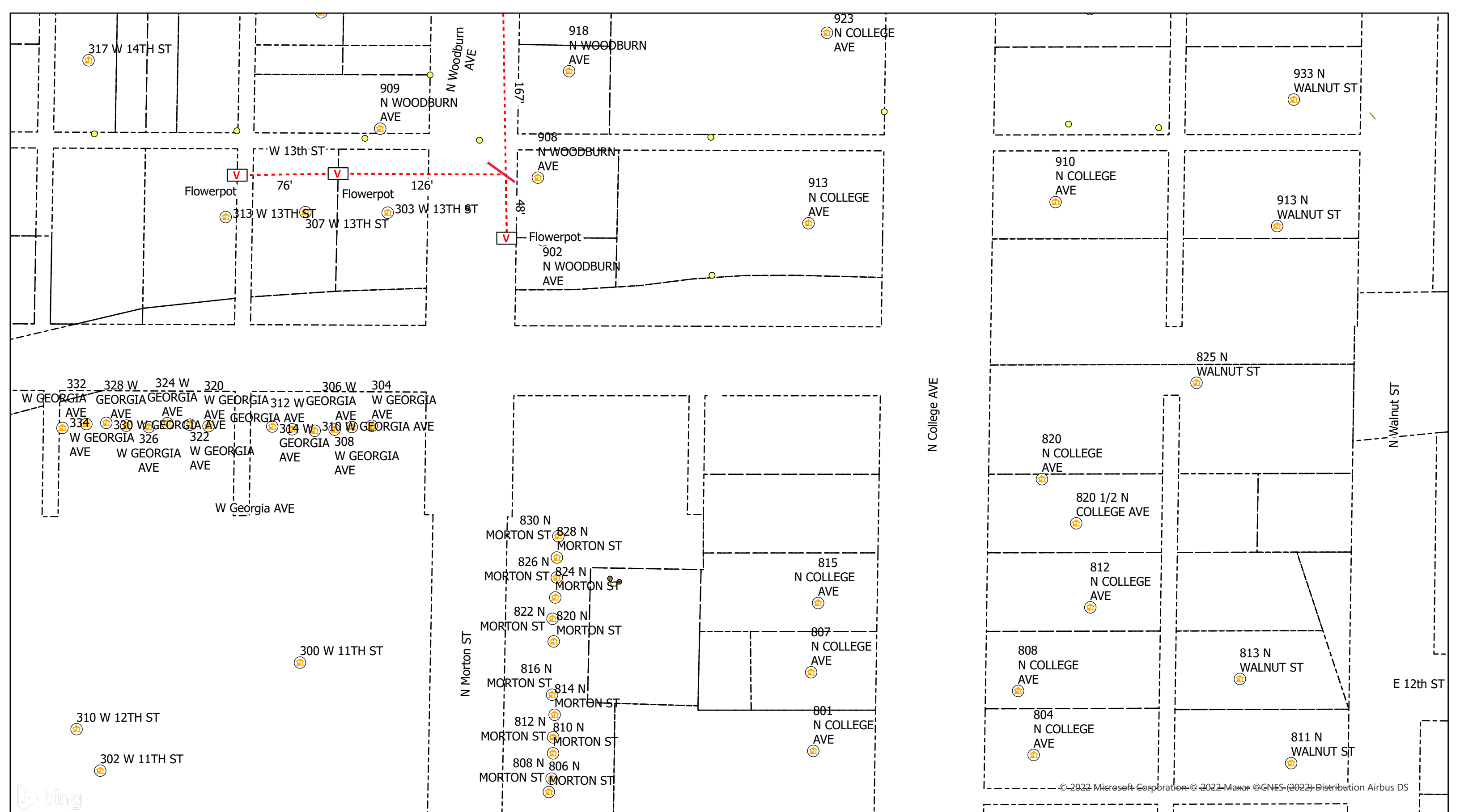
All Flowerpots 12" DIA



City of Bloomington, IN Permit:  
Design View

INI	BY	DATE	DESCRIPTION





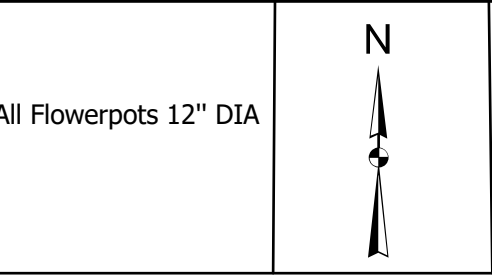
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**Legend**

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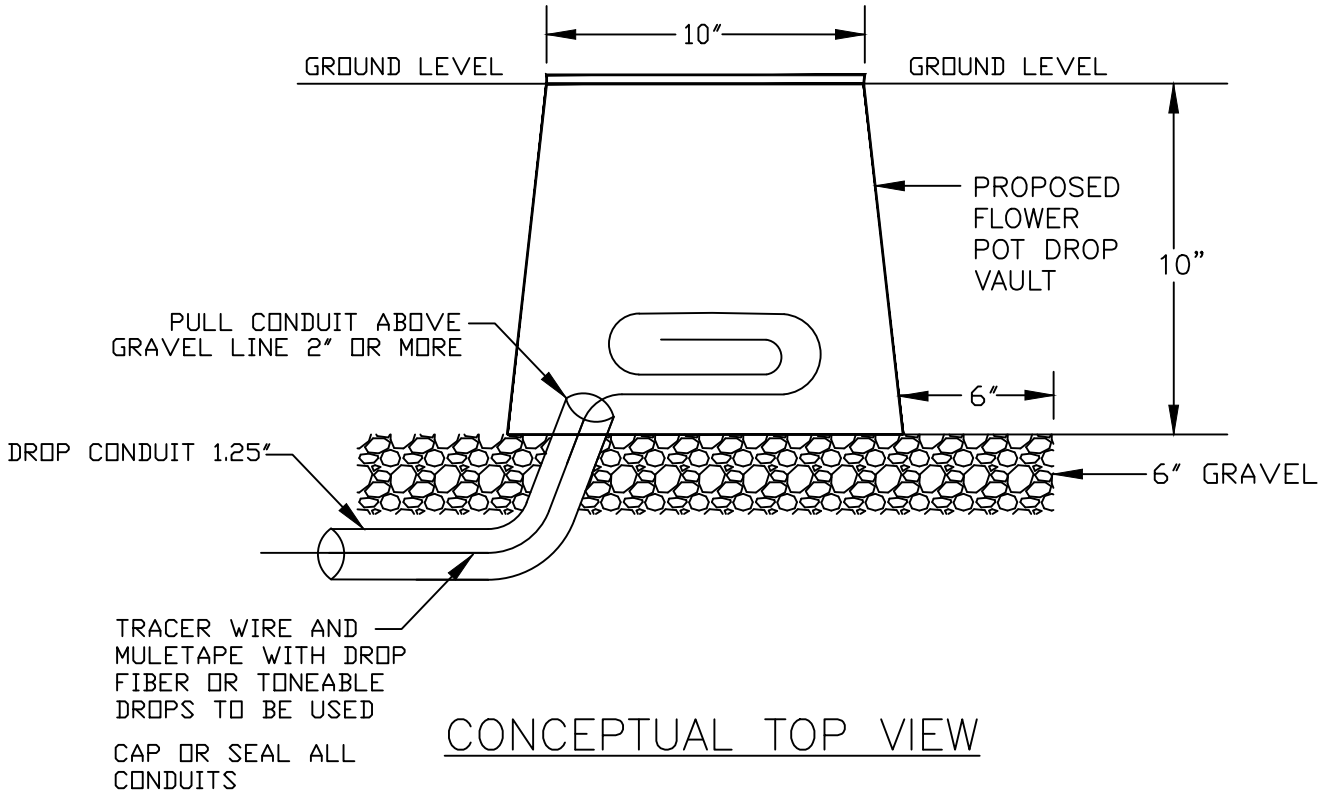


City of Bloomington, IN Permit:  
Design View

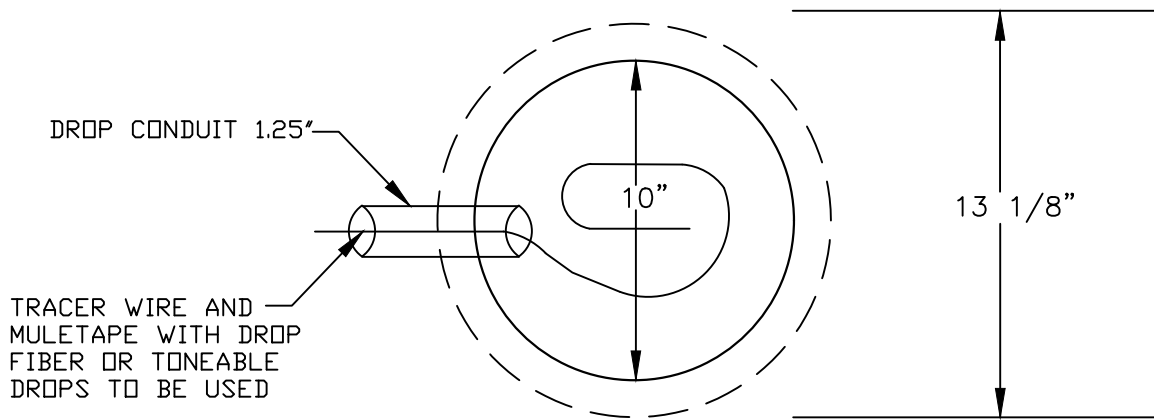
INI	BY	DATE	DESCRIPTION

Print 11 of 11

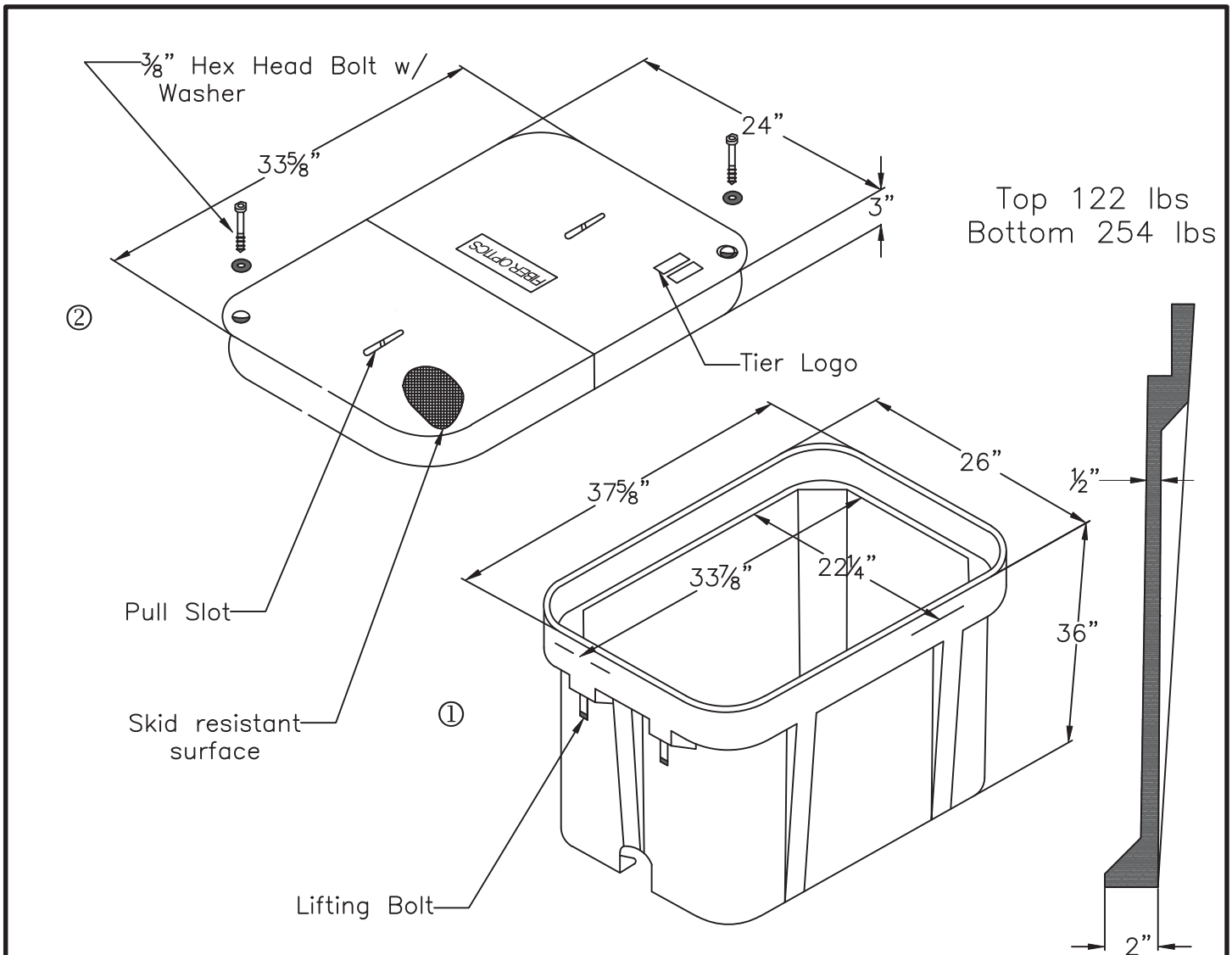
# CONCEPTUAL SIDE VIEW



# CONCEPTUAL TOP VIEW



FLOWER POT



NOTES:

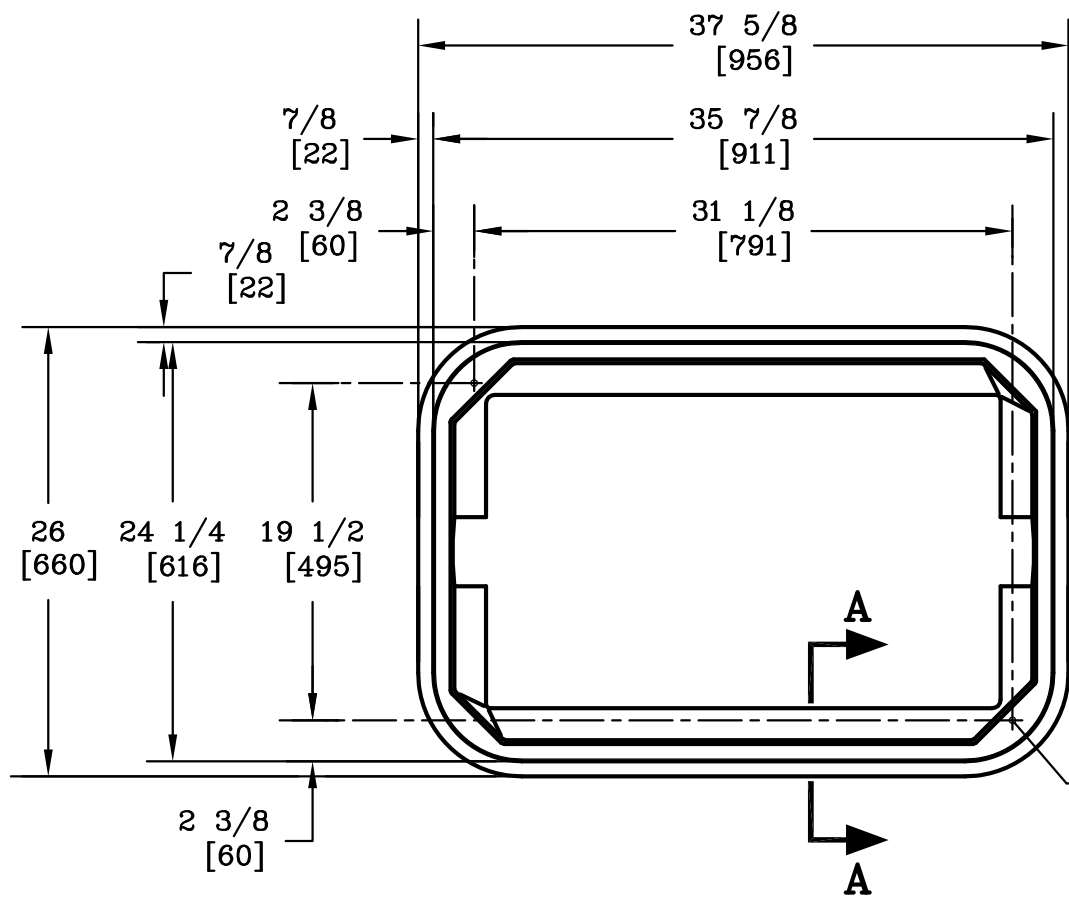
1. Enclosure to be drilled as needed for duct entry.
2. After setting enclosure, fill bottom with #33 pea gravel to approx. depth of 2" (approx. 1.0 cu ft of gravel).
3. Conduits/cables shall be individually tagged to indicate where the other end of the conduit is next accessible.

ITEM	MATERIAL ID	MATERIAL	QTY	ASSET ID
①	23223669	Enclosure Grade Level, 24" x 36", 36" depth, TIER 22 Rating	1	✓397100004
②	23223670	Top, two-piece split, 24" x 36", TIER 15 Rating	1	
		#33 Pea Gravel	As Req'd	

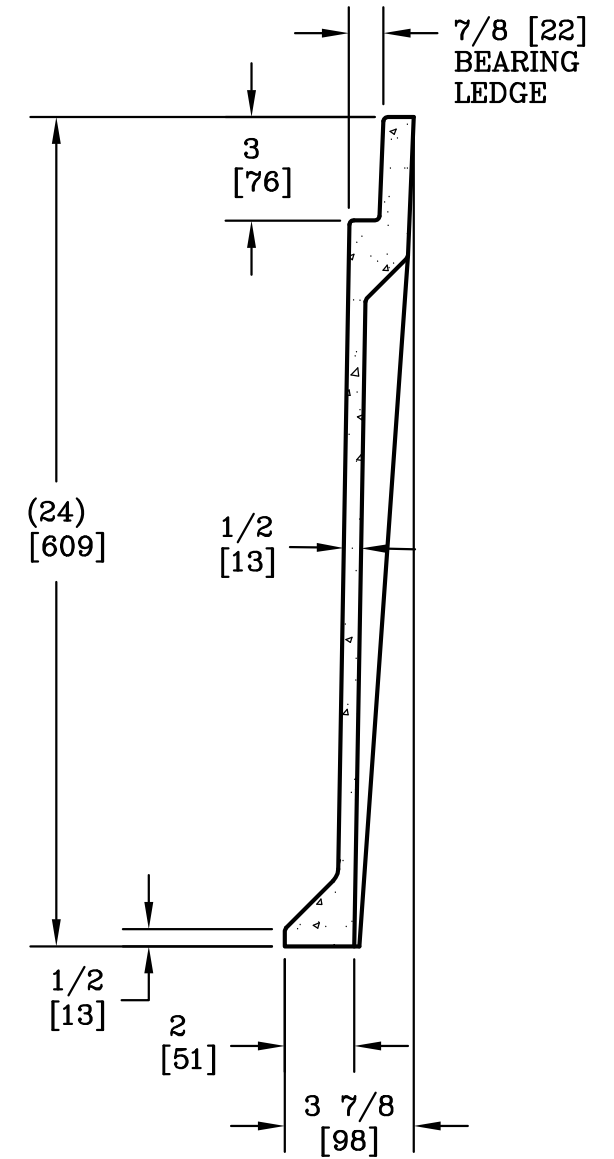
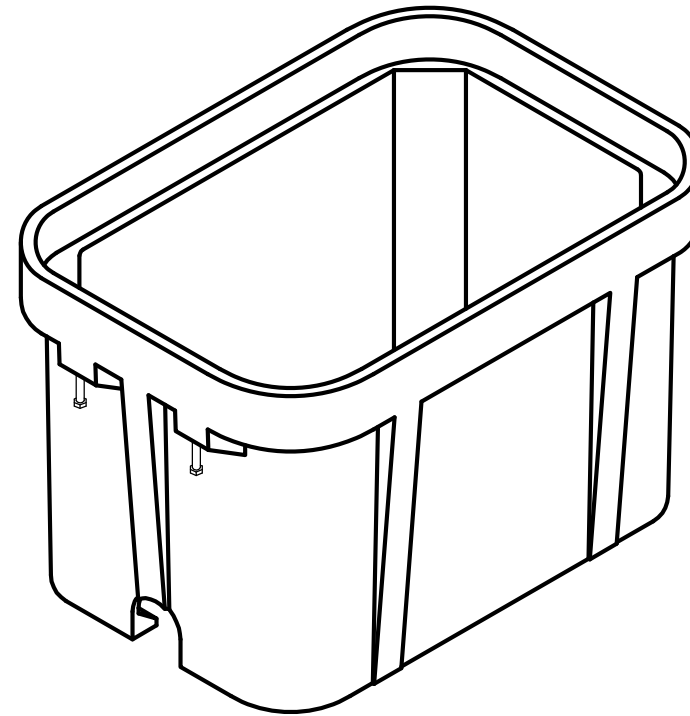
**DESIGN PARAMETERS:**  
 Enclosures utilized for both cable pulling access, cable storage, and splice case storage.

Enclosures will typically be installed every 500 to 1000 feet as necessitated by system design.

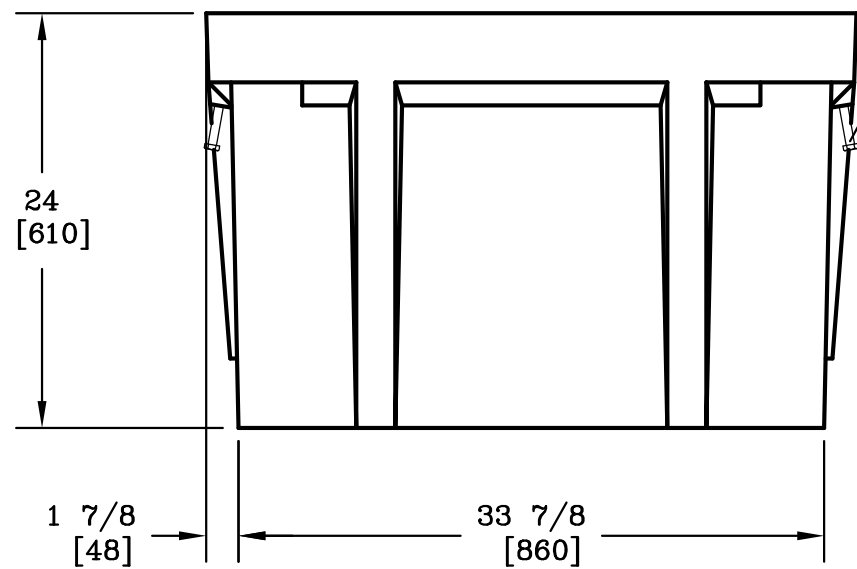
<b>ENCLOSURE, GRADE-LEVEL, TIER 15 24"X 36" - 36" DEPTH</b>		
	Revision Date:	Jul 2020
RUS REF.		REC
N/A	FIBER UTILITY NETWORK	UFOF1.3



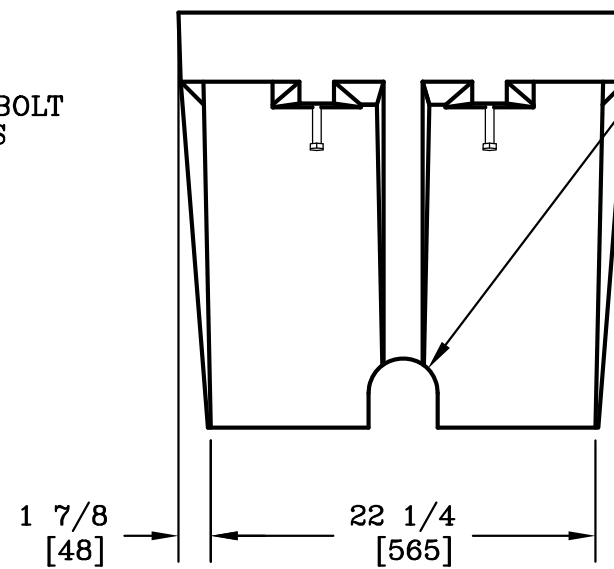
3/8-7 SELF ALIGNING,  
REPLACEABLE S.S. EZ-NUT  
2 PLACES



**SECTION A-A**  
SCALE: 6"=1'



1/2-13  
LIFTING BOLT  
4 PLACES



2X 4 [102] X 4 [102]  
MOUSEHOLE (1 EACH END)

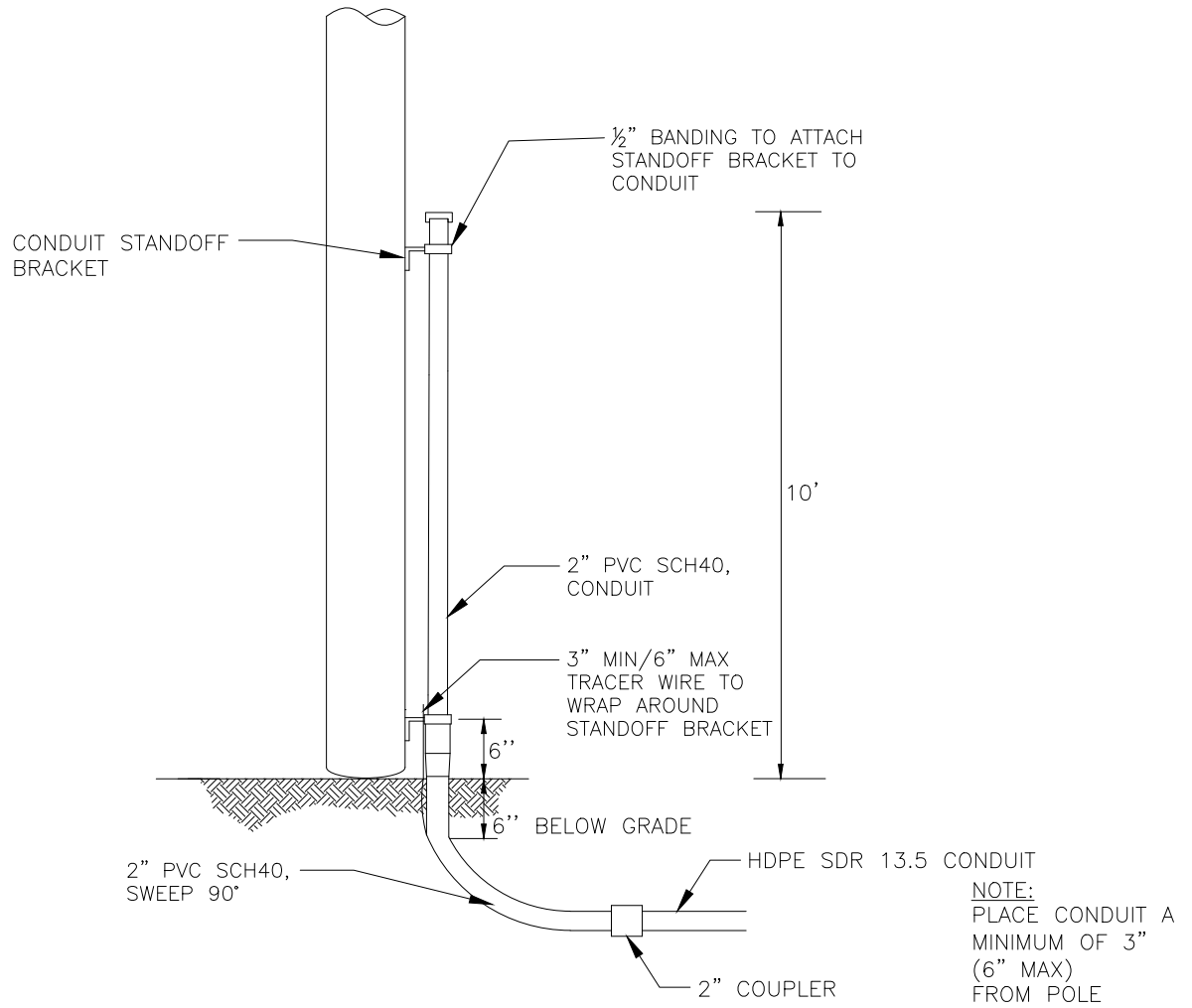
**NOTE:**

1. DIMENSIONS IN BRACKETS ARE IN MILLIMETERS UNLESS NOTED OTHERWISE.



DIMENSIONS ARE IN INCHES OR MILLIMETERS IN BRACKETS UNLESS OTHERWISE NOTED.					
DRN	BY	DATE	WEIGHT	3621 INDUSTRIAL PARK DR LENOIR CITY, TN 37771 800-346-3062 www.quazite.com	LOC
CHK	ENG	APR	181# 82kg		S
APR	APR	APR	SCALE	DRAWING DESCRIPTION	REV
			1"=1'		F
			SIZE	<b>QUAZITE® BOX</b>	3/12
			B		
PROJECT NUMBER				DRAWING NUMBER	
93641				PG2436BB24	
SHEET 1 OF 1					





DESCRIPTION	QTY	MANUFACTURER (PREFERRED)	PART #
SCREW, LAG, 1/2" x 4-1/2"	10		
HDPE SDR 13.5 CONDUIT, VARIOUS SIZES	N/A		
2" PVC SCH40, RISER PIPE	1		
#12 TRACER WIRE	N/A		
2" PVC SCH40, SWEEP, 90 DEG	1		
CONDUIT STANDOFF BRACKET	VARIES		
CONDUIT STRAP KIT	VARIES		
2" COUPLER	1		



TYPICAL RISER  
CONDUIT  
WOOD POLE

(R2-W)



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.  
**BL24 - E 16th St - TCP1**

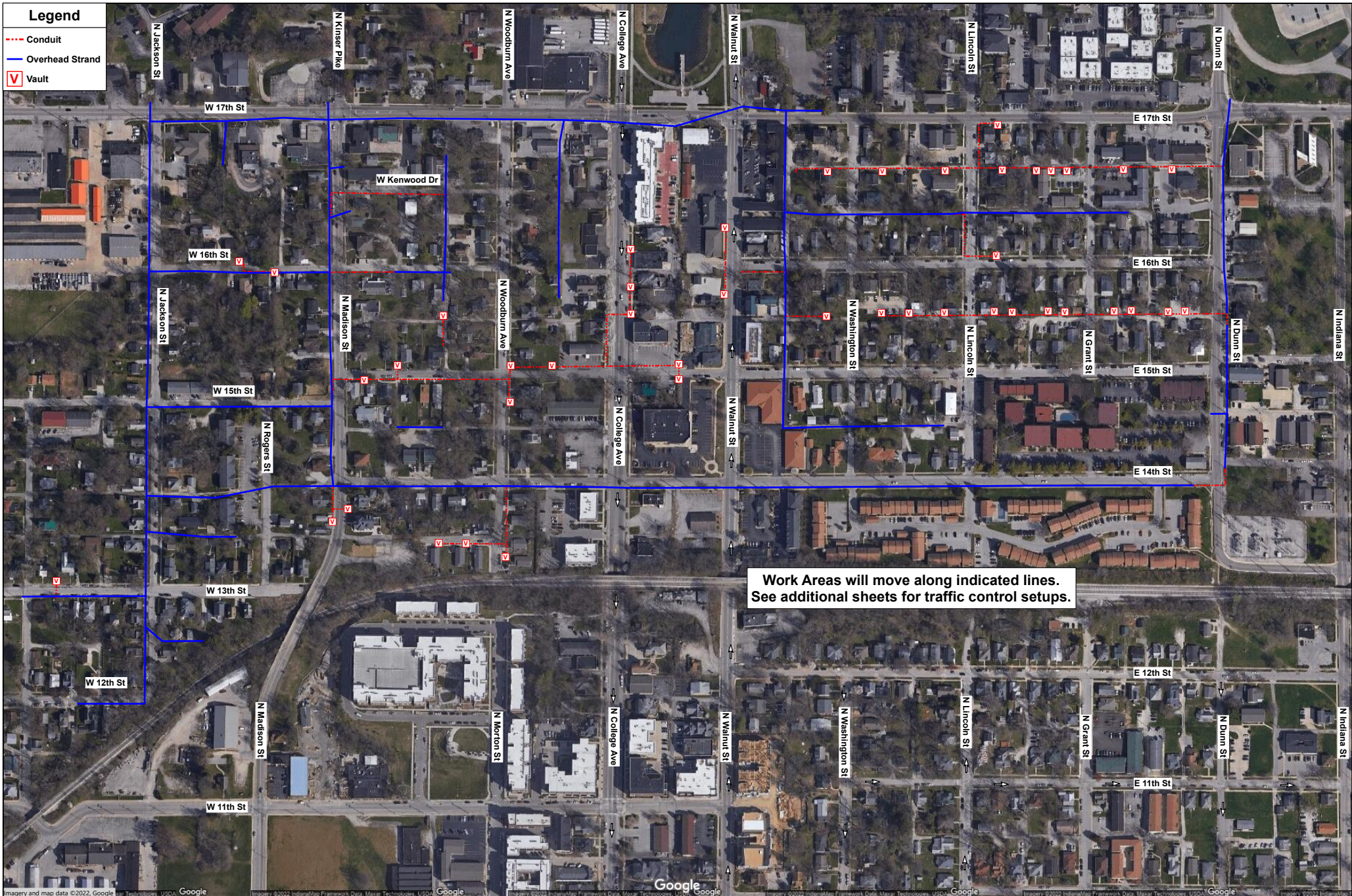
Signature: \_\_\_\_\_

Company: \_\_\_\_\_

**Road Runner**  
Safety Services, Inc.

Date: 9/26/2022 Project: BL24 - E 16th St - TCP1 :  
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.  
**BL24 - E 16th St - TCP2**

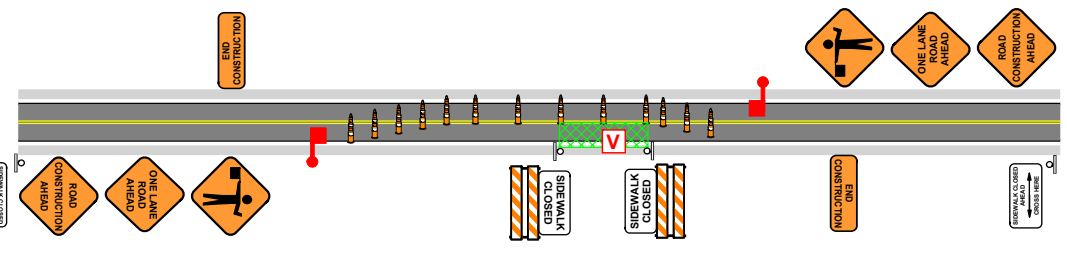
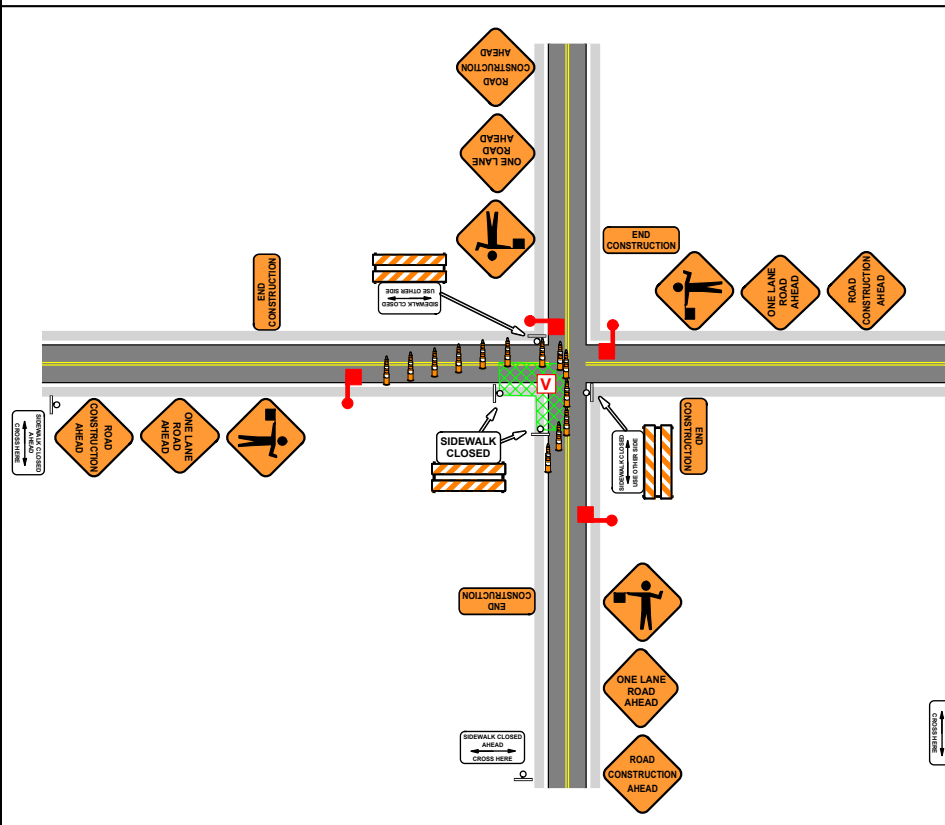
Signature: \_\_\_\_\_  
Company: \_\_\_\_\_

**Date:** 9/26/2022 **Project:** BL24 - E 16th St - 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.



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.



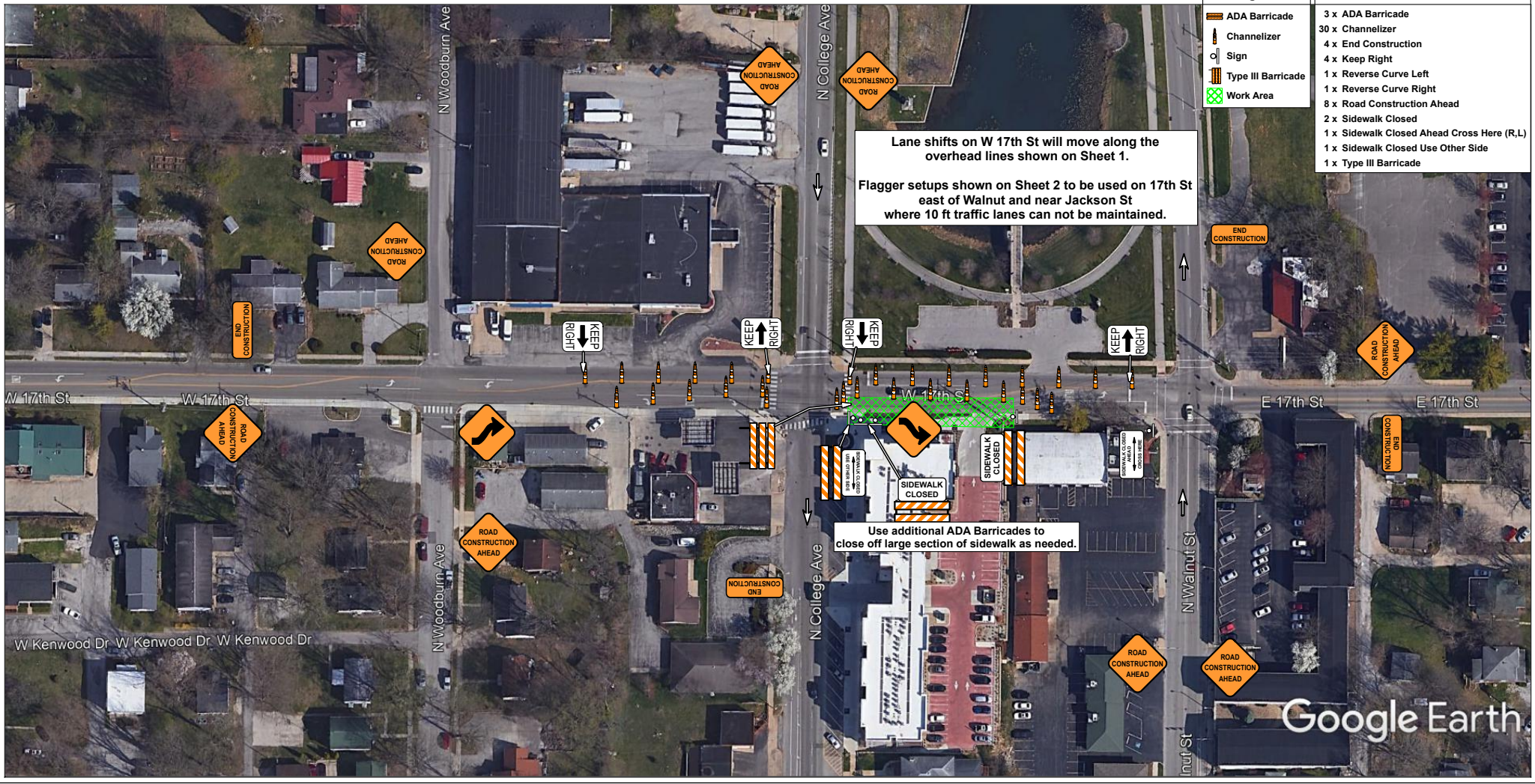
Spacing Charts Based on MUTCD Must be Approved by an Engineer							
Speed (MPH) Prior To Road Work	SIGN SPACING, FT.		BUFFER SPACE, FT.	TAPER LENGTH, FT.		CHANNELIZING SPACING, FT.	
	Non-Divided Highways	Divided Highways	Length	Shoulder (10 ft Width)	Lane (12 ft Width)	Through Taper	Through Buffer/Work 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.  
**BL24 - E 16th St - TCP3**

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

**Date:** 9/26/2022 **Project:** BL24 - E 16th St - 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.



Legend	Manifest
ADA Barricade	3 x ADA Barricade
Channelizer	30 x Channelizer
Sign	4 x End Construction
Type III Barricade	4 x Keep Right
Work Area	1 x Reverse Curve Left
	1 x Reverse Curve Right
	8 x Road Construction Ahead
	2 x Sidewalk Closed
	1 x Sidewalk Closed Ahead Cross Here (R,L)
	1 x Sidewalk Closed Use Other Side
	1 x Type III Barricade

Google Earth





# 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

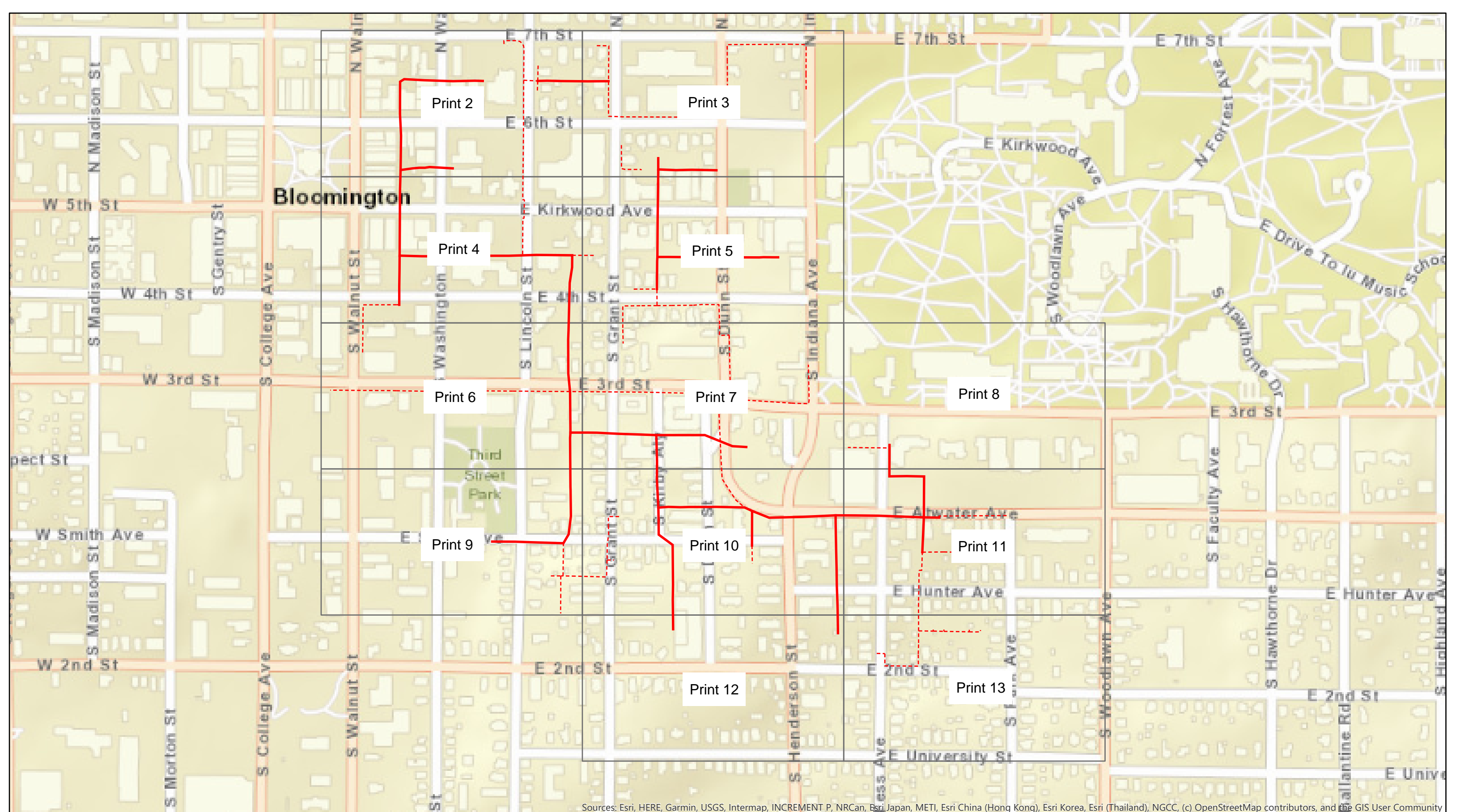
ADDRESS OF ROW ACTIVITY: \_\_\_\_\_

<b>A. APPLICANT/AGENT INFORMATION:</b>		<b>D. TRAFFIC CONTROL DEVICES*:</b>	
APPLICANT NAME: _____		<input type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD	
E-MAIL: _____		<input type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES	
COMPANY: _____		<input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER	
ADDRESS: _____		*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: _____			
24-HR EMERGENCY CONTACT NAME: _____		<b>E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input type="checkbox"/> N</b>	
24-HR CONTACT PHONE #: _____		IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: <a href="https://bloomington.in.gov/transportation/parking/moving">https://bloomington.in.gov/transportation/parking/moving</a> OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436	
INSURANCE # <u>TB5-691-473497-082</u> COMPANY: <u>ACORD</u>		<b>F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?</b>	
BOND#: _____ COMPANY: _____		PROJECT NAME: _____	
*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED		PROJECT #: _____	
<b>**SUBCONTRACTOR INFORMATION**</b>		PROJECT MGR.: _____	
<b>(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)</b>		PROJECT MGR. #: _____	
COMPANY NAME: _____		*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU = INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY	
<b>B. WORK DESCRIPTION:</b>		<b>G. EXCAVATIONS:</b>	
<input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): _____		SQ FT OF PAVEMENT* EXCAVATIONS : _____	
*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND		*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS	
<b>C. RIGHT OF WAY TO BE USED/CLOSED:</b>		SQ FT OF NON-PAVEMENT* EXCAVATIONS: _____	
STREET NAME 1: _____		*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE	
1ST INTERSECTING STREET NAME: _____		LINEAL FT OF BORE*: _____	
2ND INTERSECTING STREET NAME: _____		*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS	
<input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>		# OF POLE INSTALLATIONS/REMOVAL: _____	
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		SQ FT OF SIDEWALK RECONSTRUCTION*: _____	
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: _____ END DATE: _____ # OF DAYS*: _____		SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____	
STREET NAME 2: _____		*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE	
1ST INTERSECTING STREET NAME: _____		#RESIDENTIAL DRIVEWAY INSTALLATION: _____	
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. ITS 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		<b>H. INDEMNIFICATION AGREEMENT:</b>	
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: _____	
<b>STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM &amp; 6:00 PM - 9:00 PM</b>		SIGNATURE: <u>Bret Simans</u>	
STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/>		DATE: _____	
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: \_\_\_\_\_

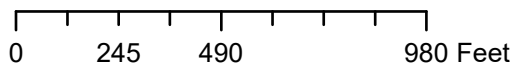


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



Legend BLN01b-F08\_S Grant St

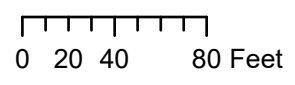
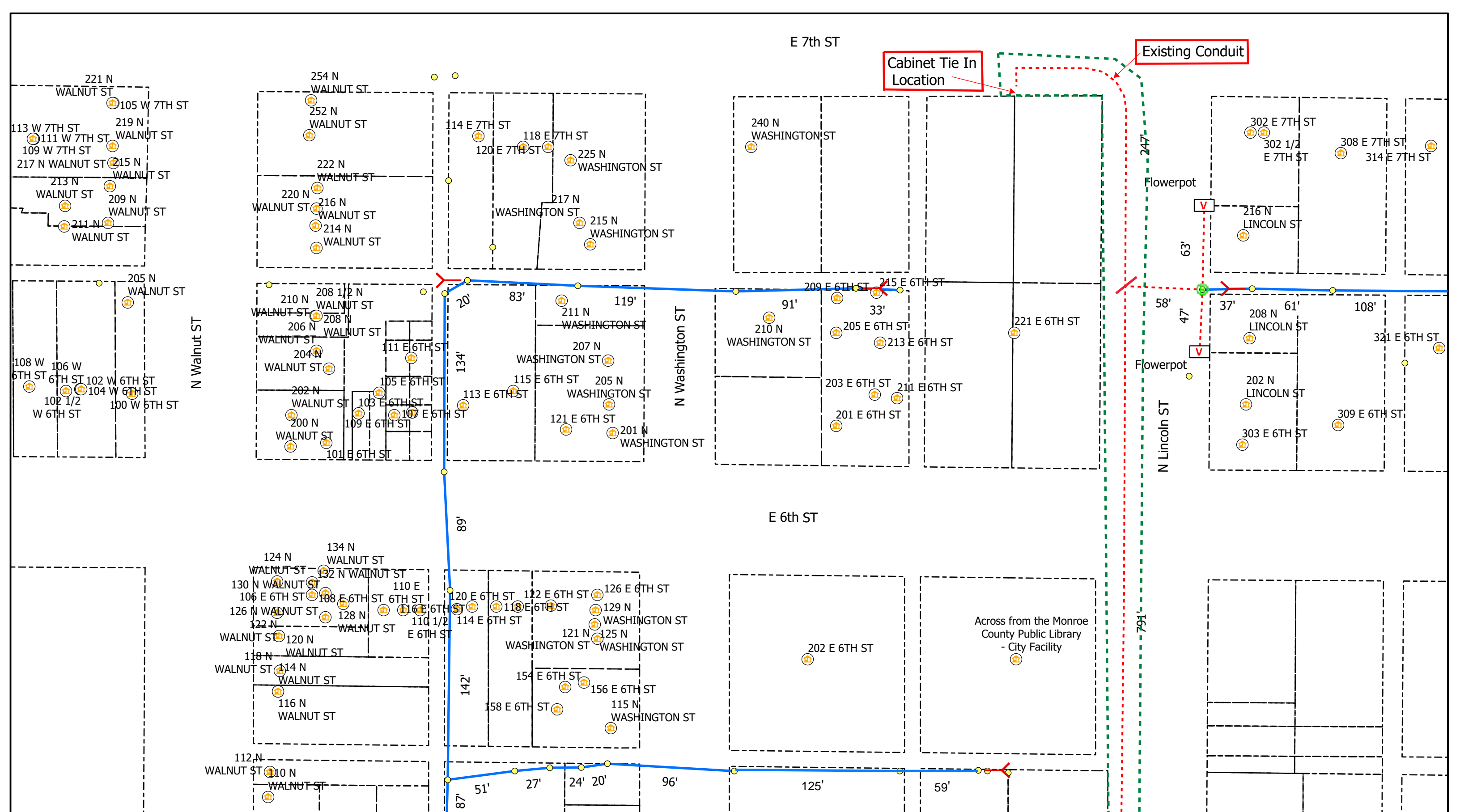
- Overhead Strand
- - - Conduit
- Grids



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

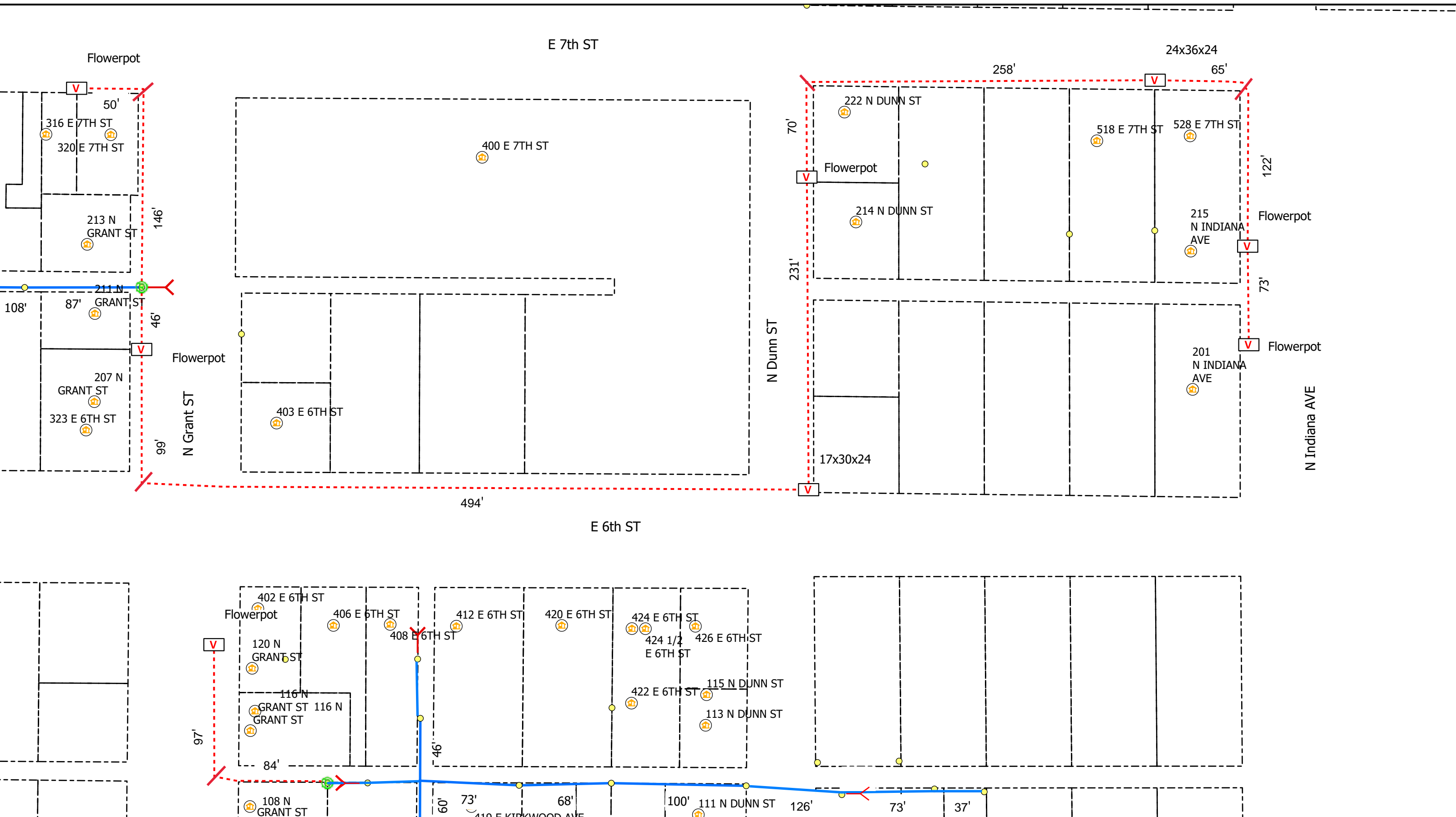
All Flowerpots 12" DIA



City of Bloomington, IN Permit:  
Design View

INI	BY	DATE	DESCRIPTION





0 20 40 80 Feet

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All Flowerpots 12" DIA

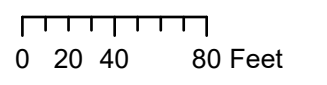
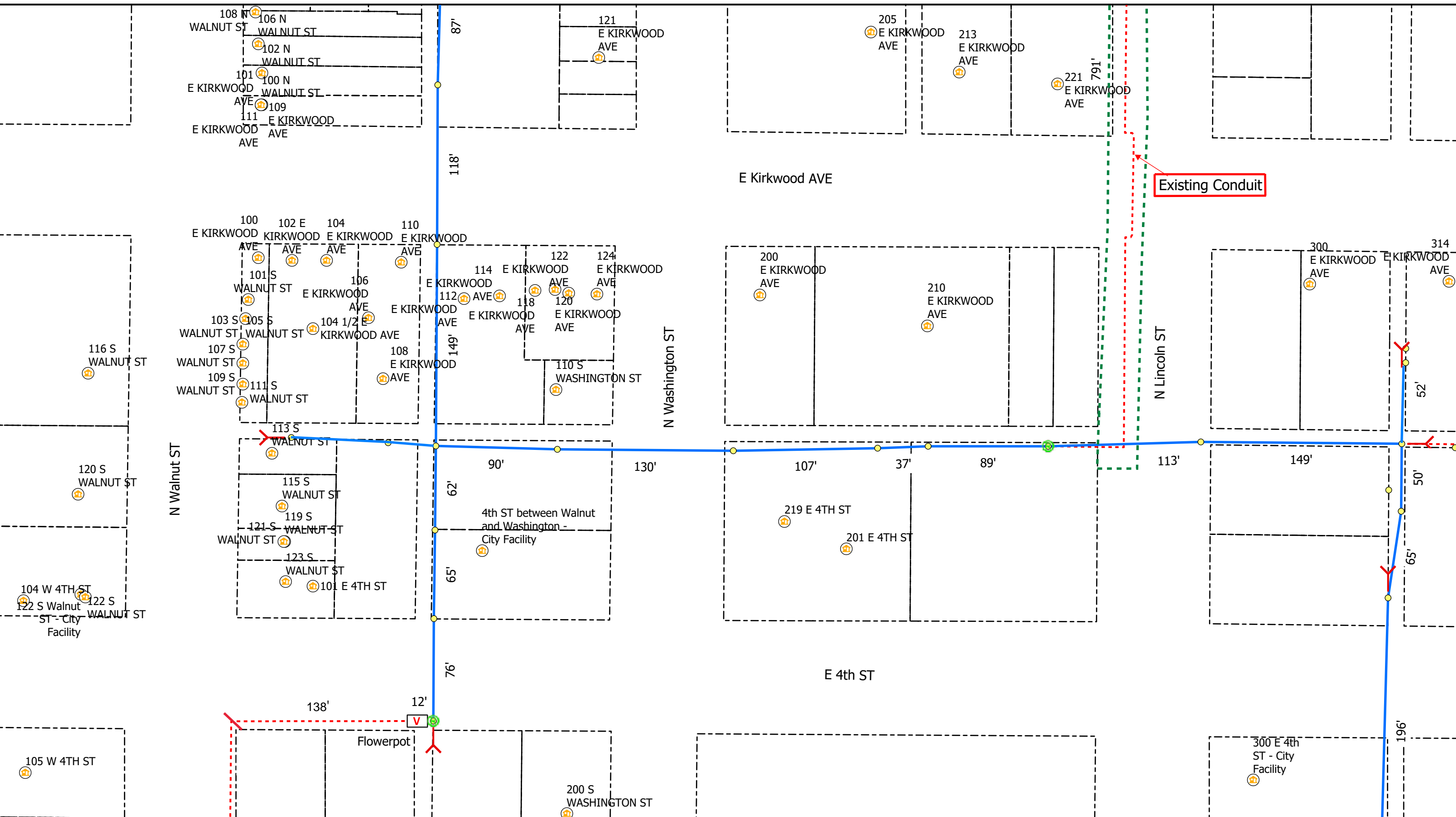


City of Bloomington, IN Permit:  
Design View

INI	BY	DATE	DESCRIPTION







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All Flowerpots 12" DIA

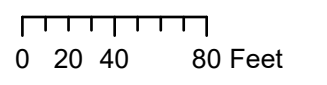
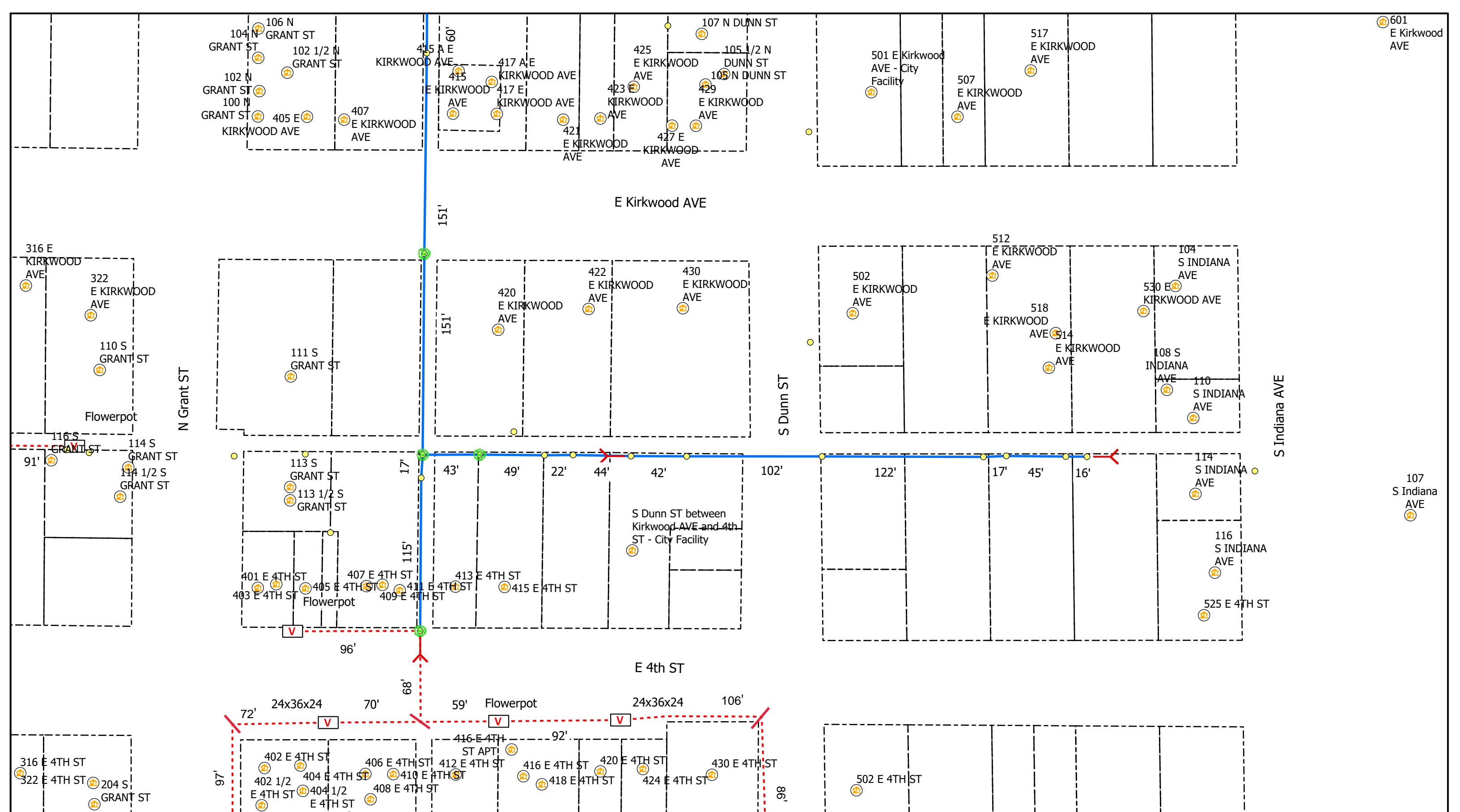


City of Bloomington, IN Permit:  
Design View

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**Legend**

- Poles
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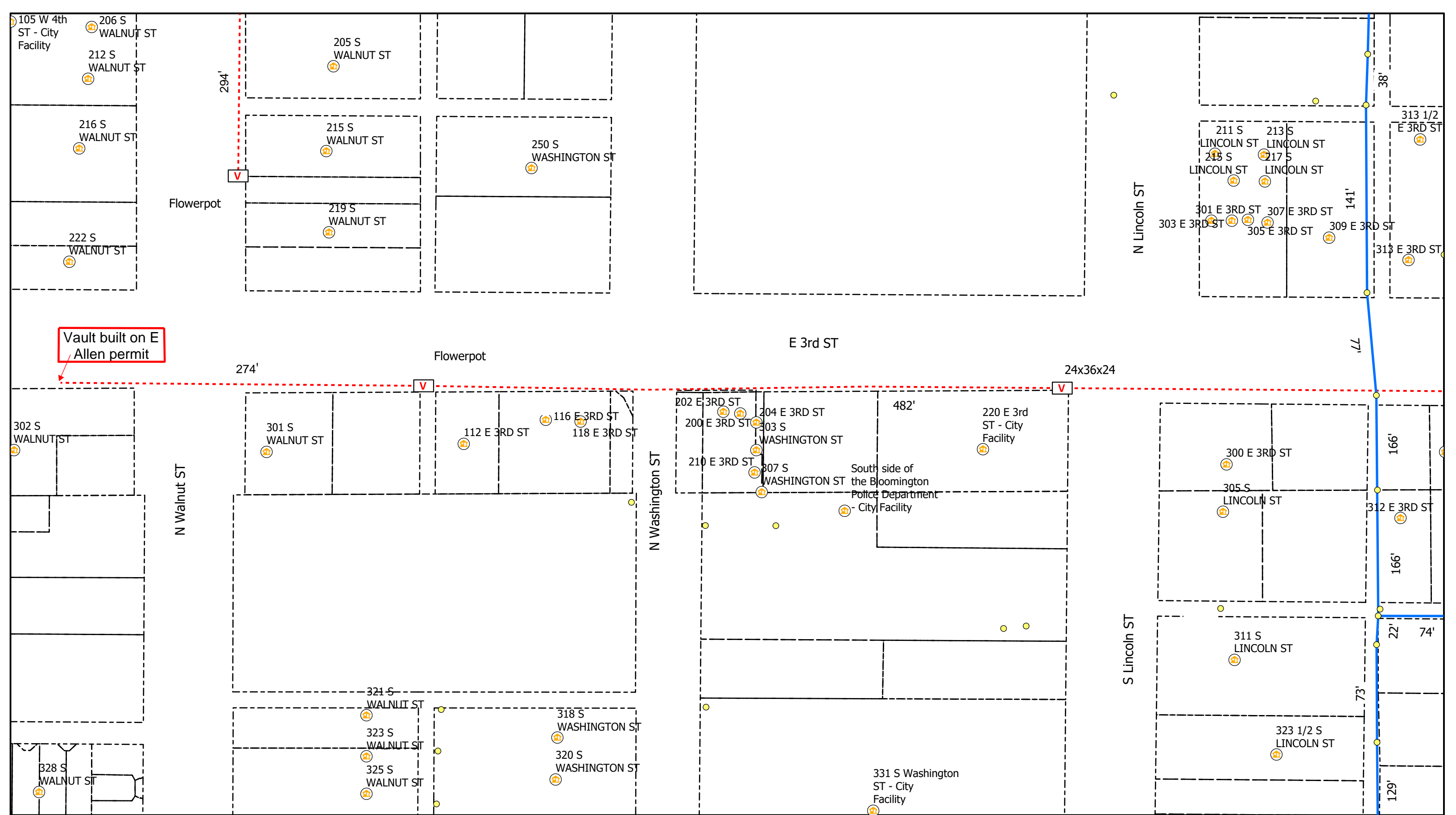
All Flowerpots 12" DIA



City of Bloomington, IN Permit:  
Design View

INI	BY	DATE	DESCRIPTION





Vault built on E Allen permit

**Legend**

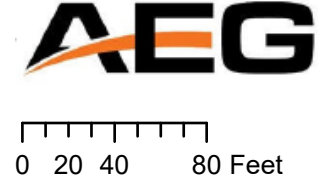
- Poles
- Risers
- Address
- Grids
- Anchors
- Sidewalk
- Bloomington\_Parcels
- Vaults
- Overhead Strand
- Conduit

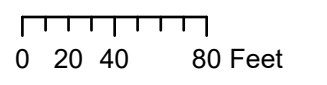
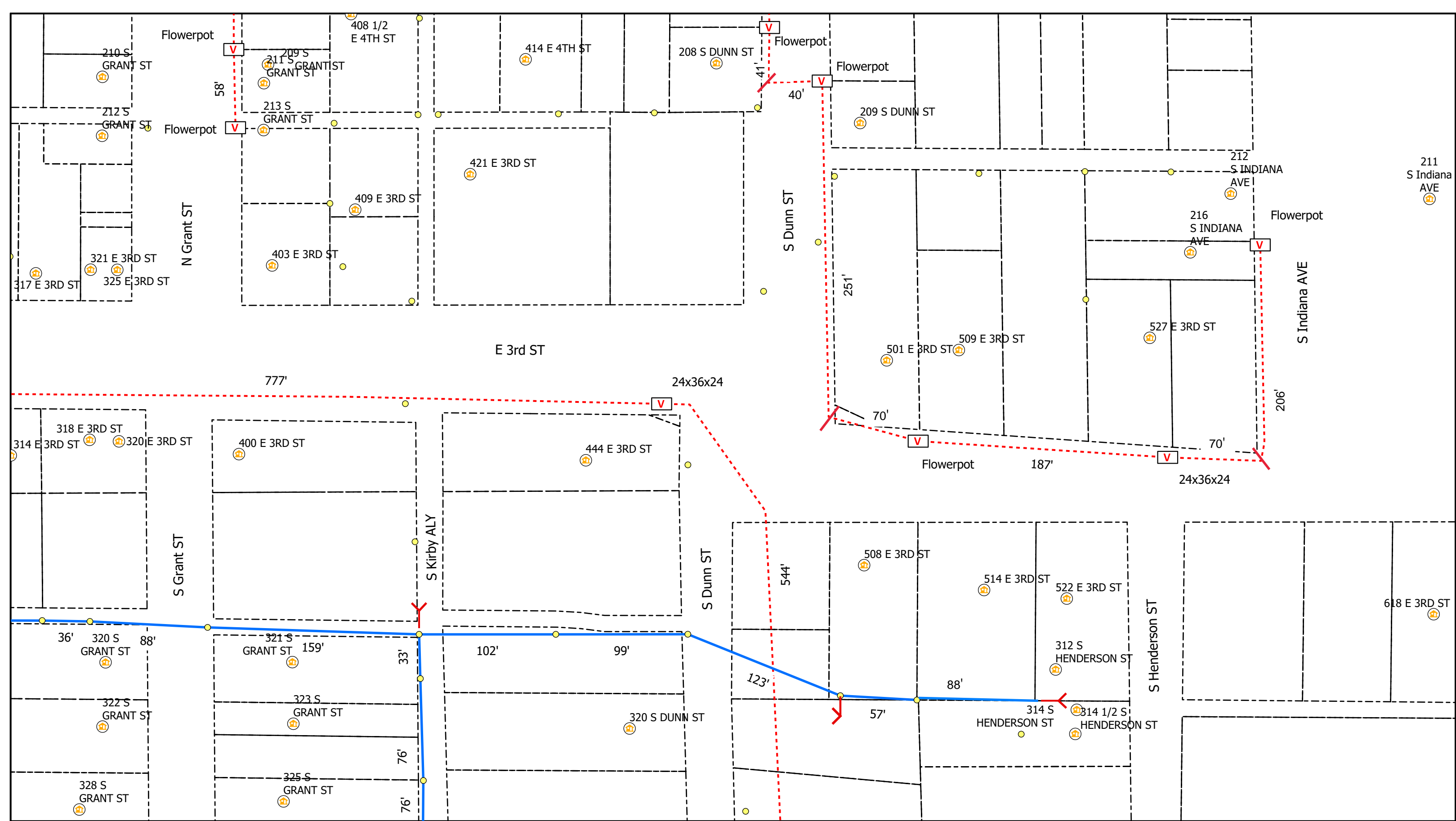
All Flowerpots 12" DIA



City of Bloomington, IN Permit:  
Design View

INI	BY	DATE	DESCRIPTION





**Legend**

- Poles
- Vaults
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- Bloomington\_Parcels
- Risers
- Address
- Anchor
- Sidewalk
- Grids

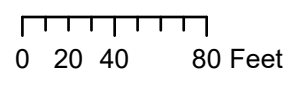
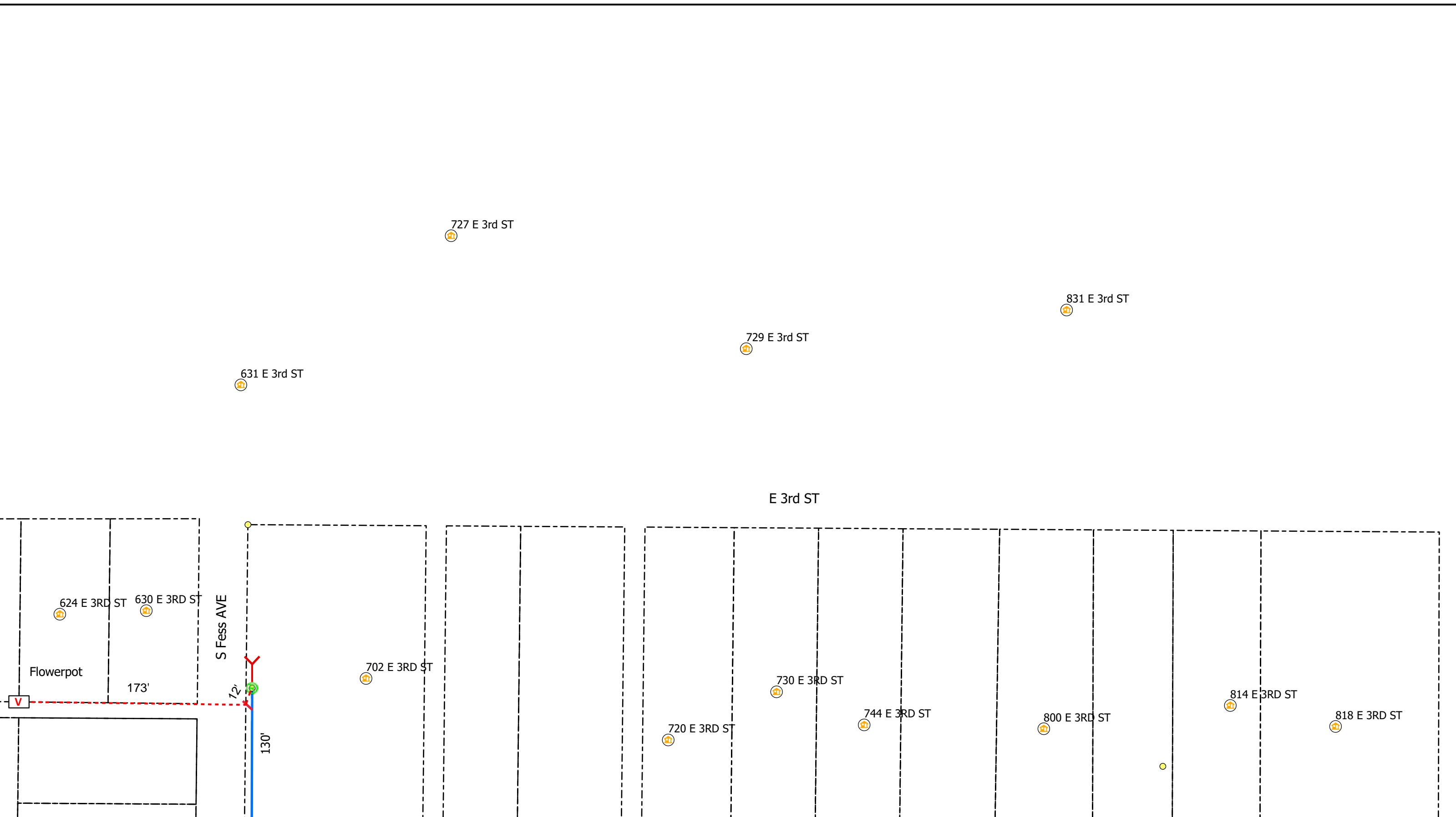
All Flowerpots 12" DIA



City of Bloomington, IN Permit:  
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INI	BY	DATE	DESCRIPTION





**Legend**

- Poles
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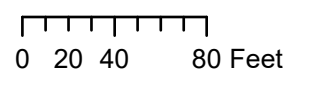
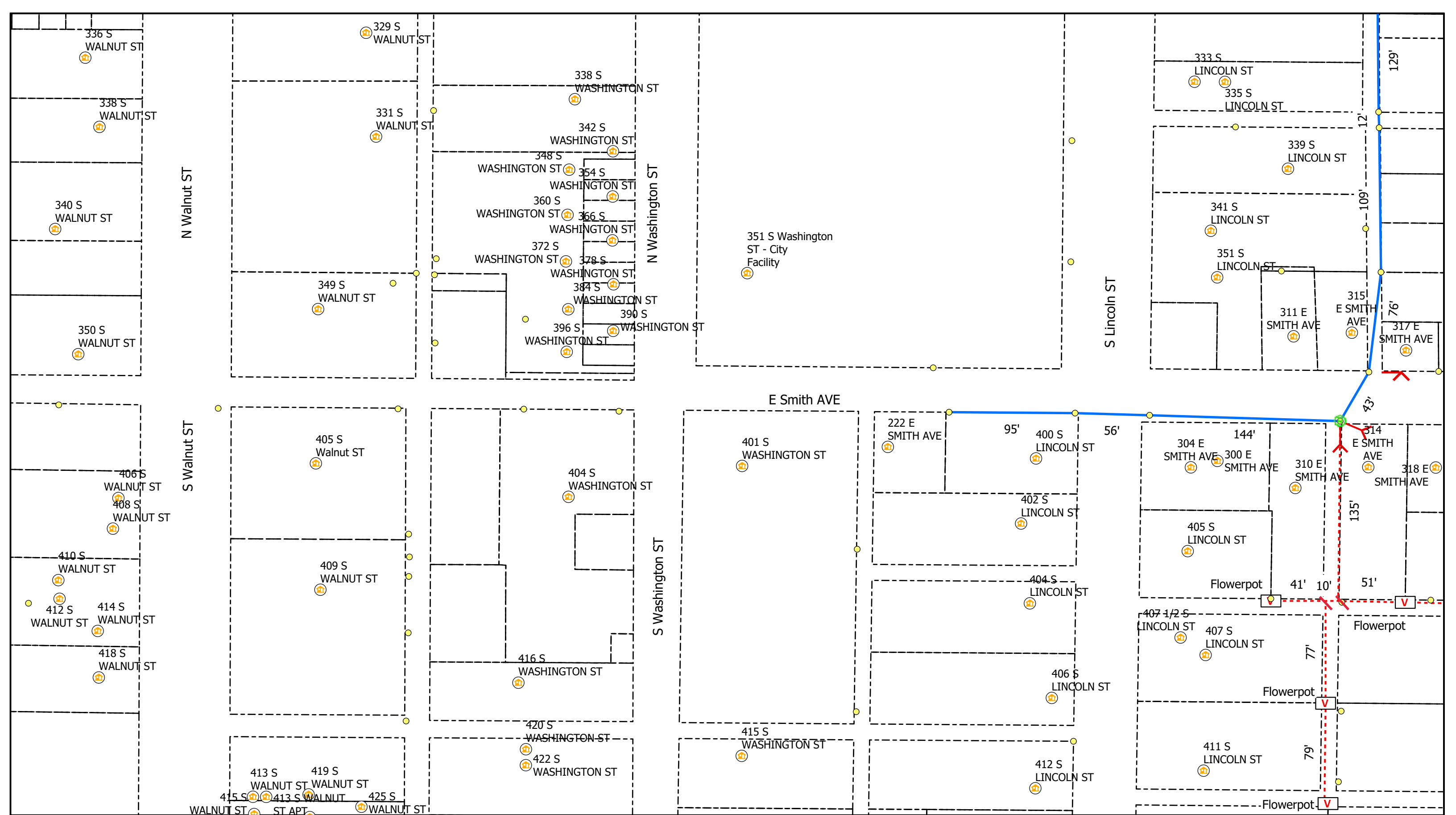
All Flowerpots 12" DIA



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

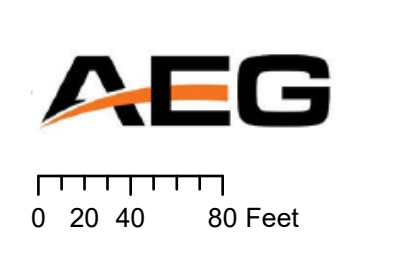
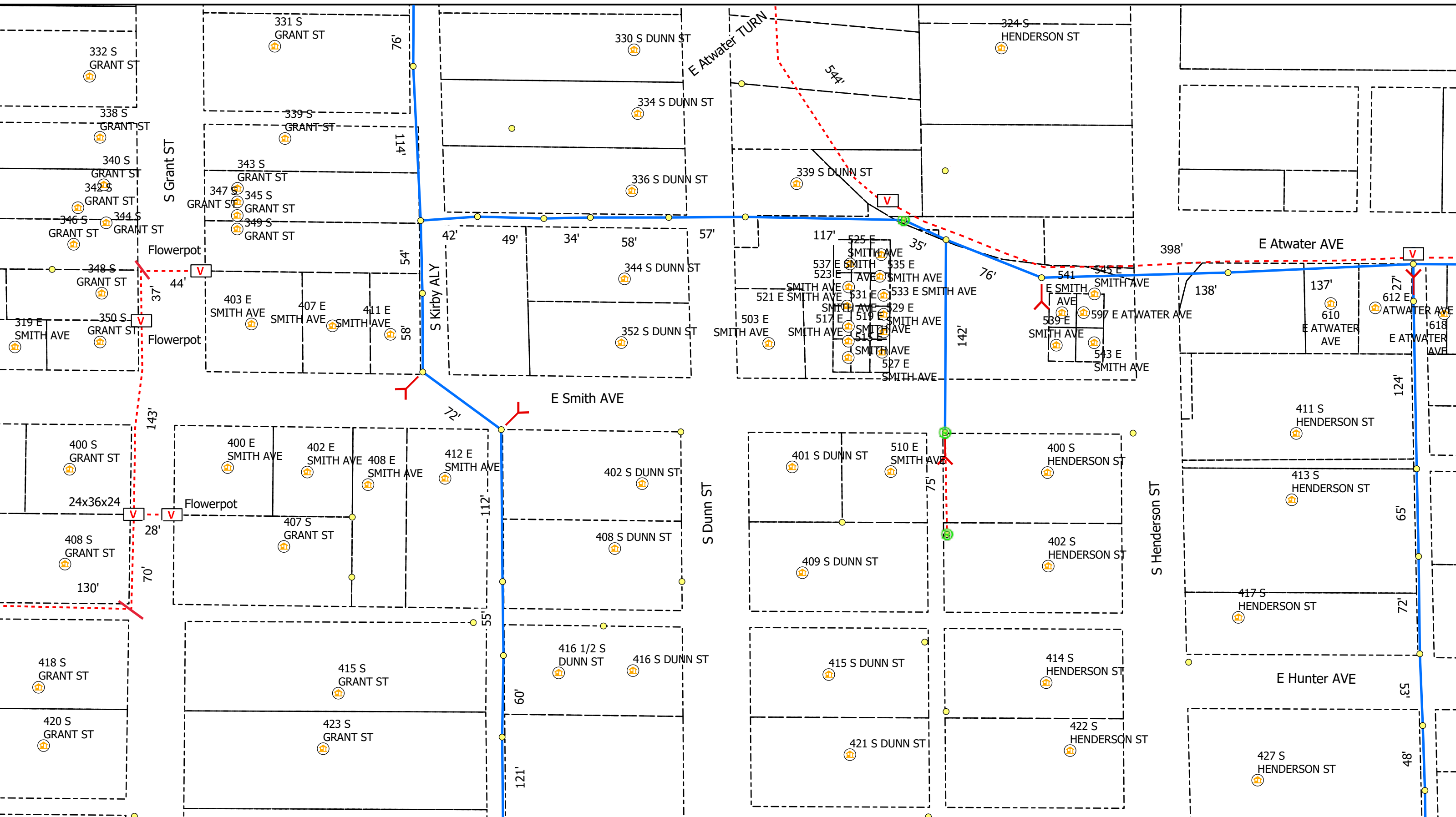


City of Bloomington, IN Permit:  
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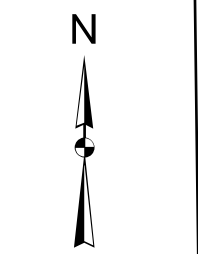




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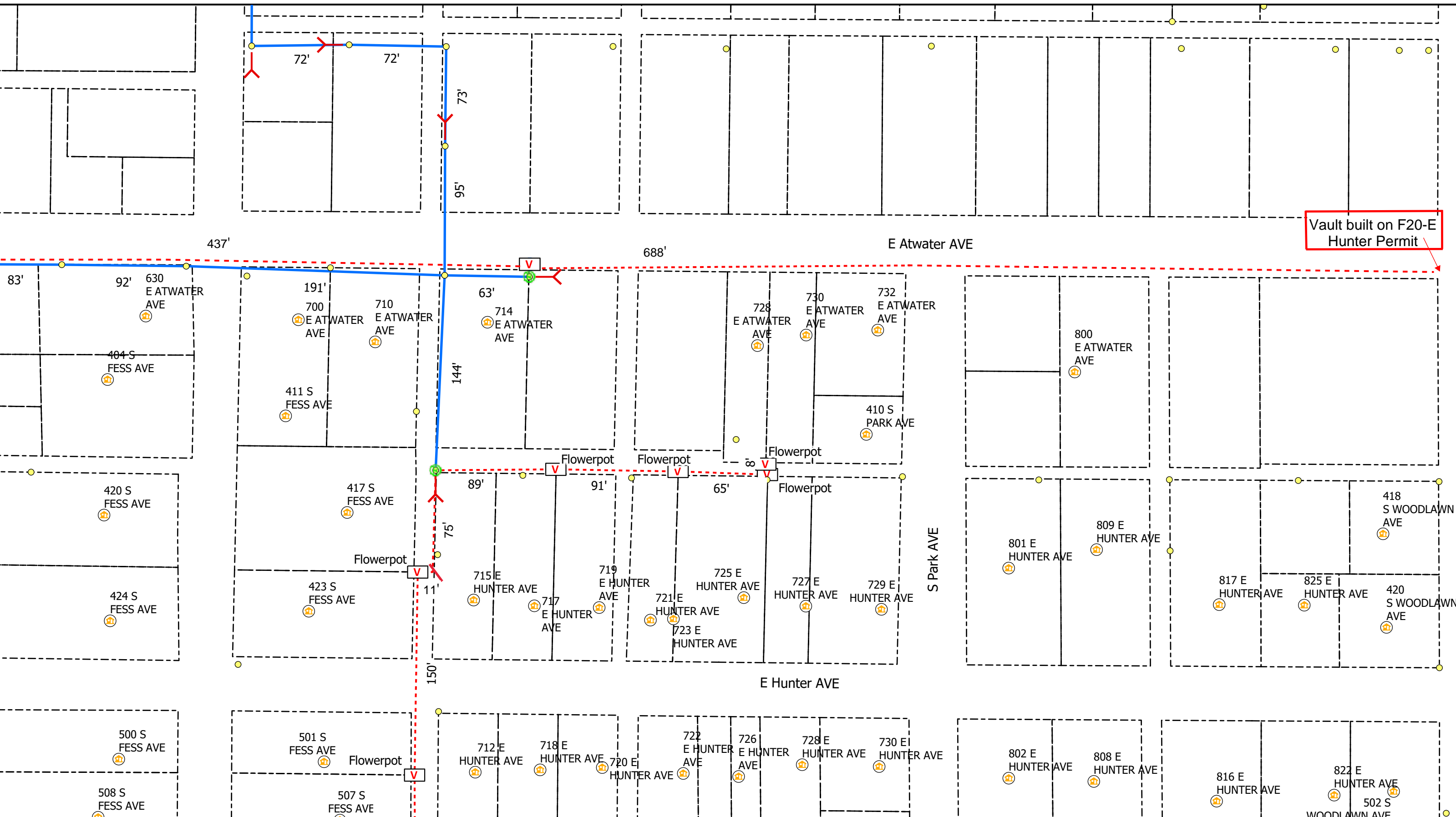
All Flowerpots 12" DIA



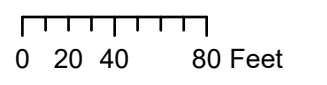
City of Bloomington, IN Permit:  
Design View

INI	BY	DATE	DESCRIPTION

Print 10 of 13



Vault built on F20-E Hunter Permit



**Legend**

- Poles
- V Vaults
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- - - Conduit
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- ⊗ Risers
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- ← Sidewalk
- Grids

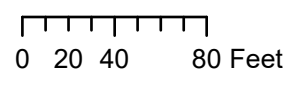
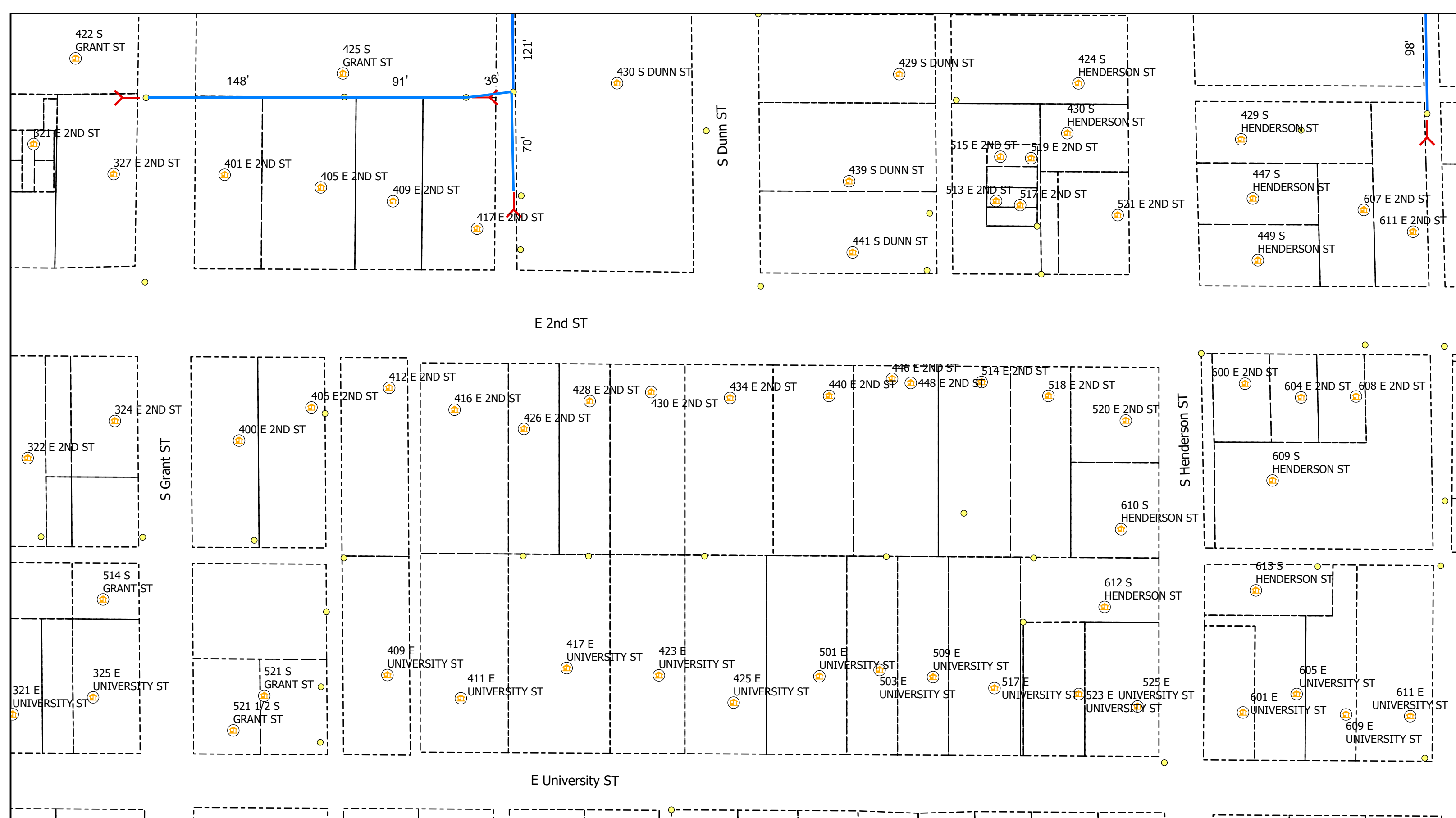
All Flowerpots 12" DIA



City of Bloomington, IN Permit:  
Design View

INI	BY	DATE	DESCRIPTION





**Legend**

- Poles
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All Flowerpots 12" DIA

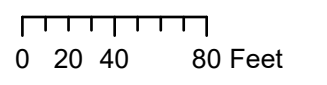
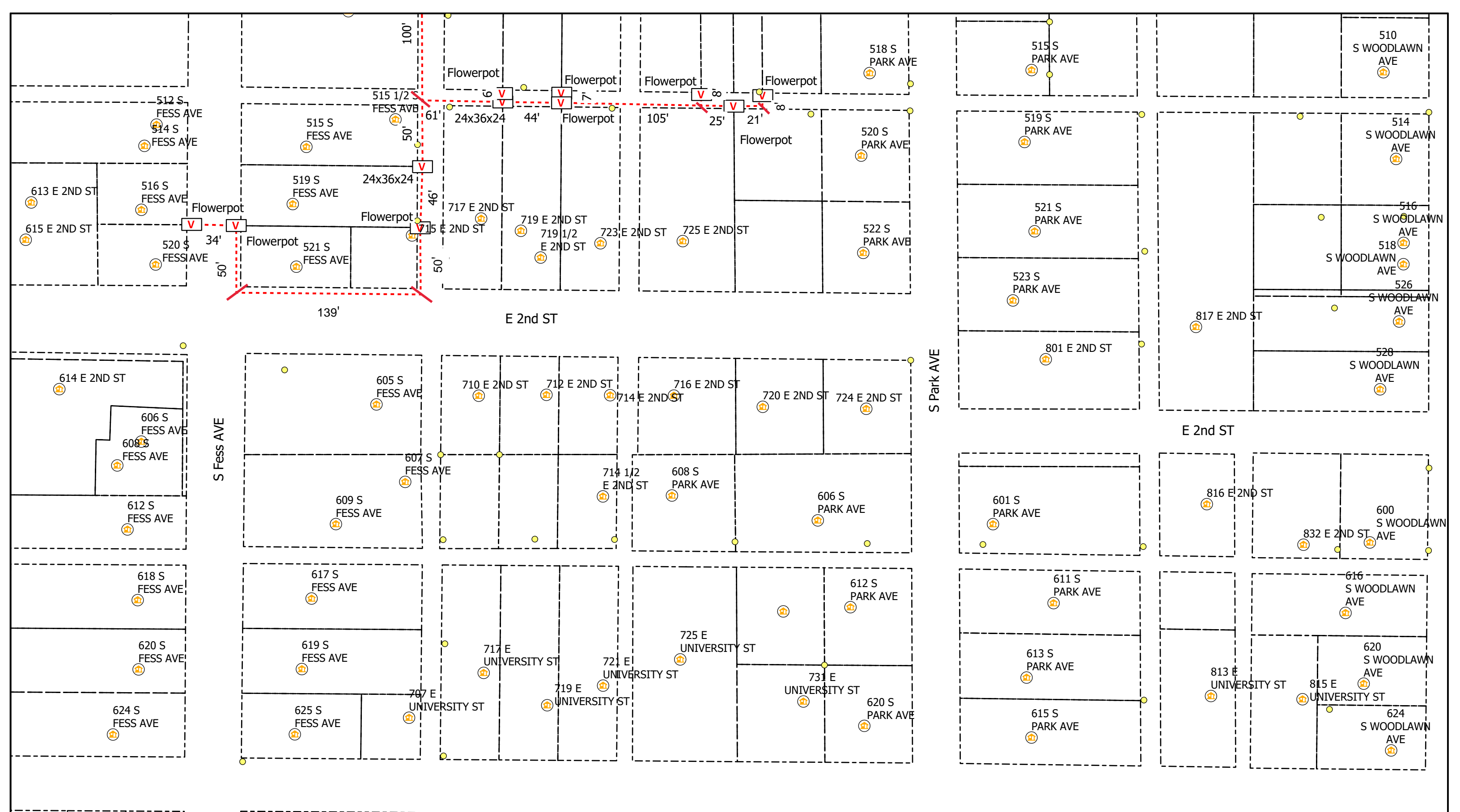


City of Bloomington, IN Permit:  
Design View

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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



# Carlton® PV-Mold® Nonmetallic Pole Riser System

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

## Features:

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

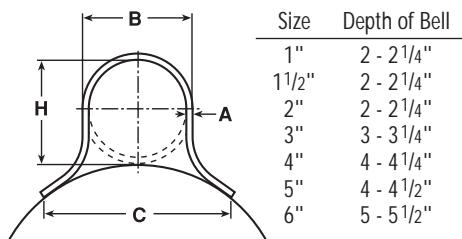


Steel U-Guard requires grounding strapping and does not have belled ends.



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

## Flanged Overall Length 10 Feet, Including Bell

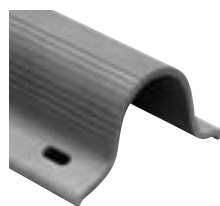


Slots are 1/2" from side to side, and allow for expansion and contraction.

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

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

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



## Standard Duty

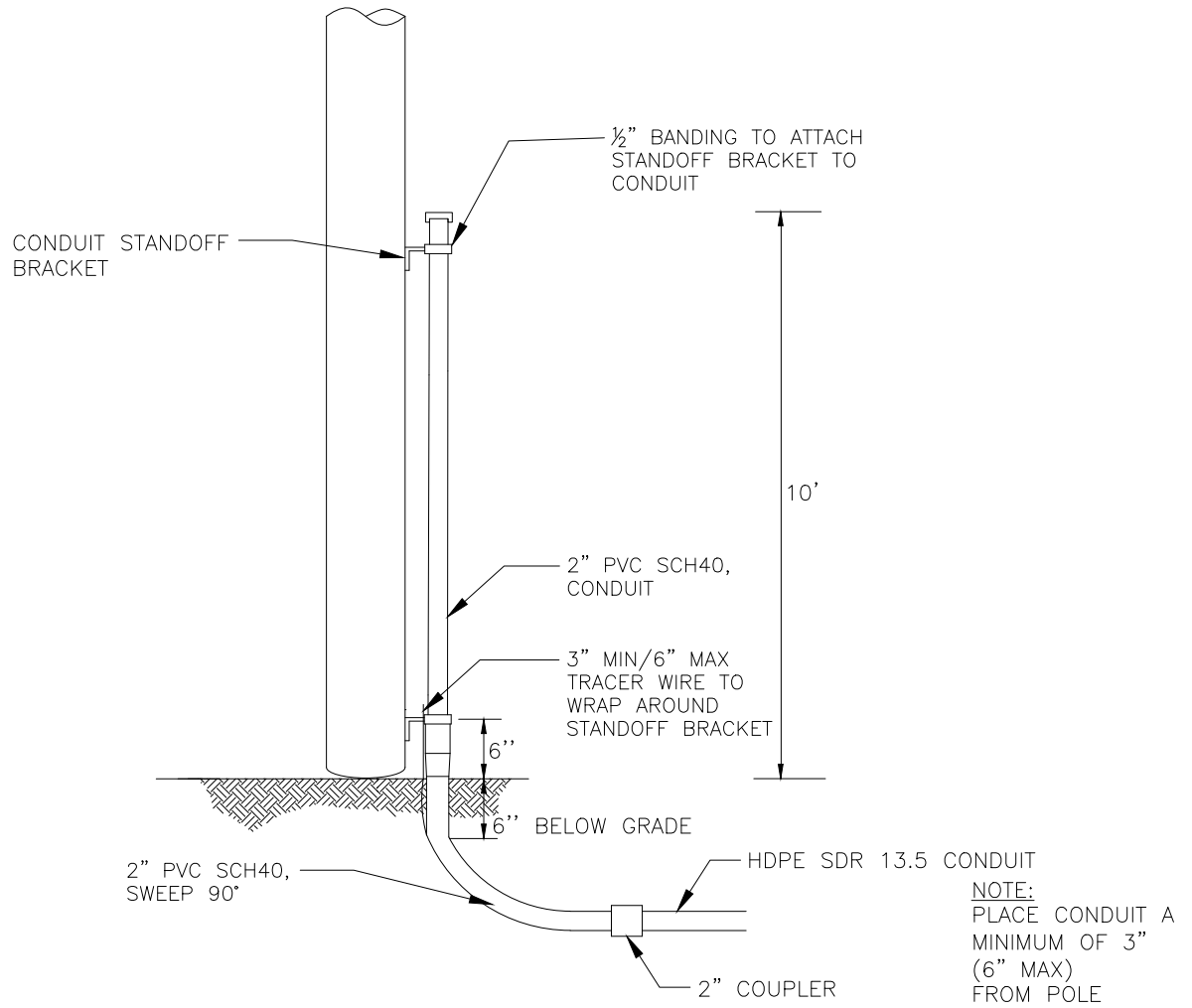
Part No.	Size	Std. Ctn. Qty.	Std. Ctn. Wt. (lbs.)	Dimensions				Actual Impact @ 0°C 20 Pound Top
				A	B	C	H	
59208N	1"	294	1059	0.100"	1 5/8"	2 3/8"	1 5/8"	40 Ft.-Lbs.
59211N	2"	136	726	0.100"	2 3/8"	4 1/2"	2 3/8"	100 Ft.-Lbs.
59211X (5' length)	2"	136	363	0.100"	2 3/8"	4 1/2"	2 3/8"	100 Ft.-Lbs.
59213N	3"	66	761	0.150"	3 1/2"	6"	3 1/2"	110 Ft.-Lbs.
59213X (5' length)	3"	66	381	0.150"	3 1/2"	6"	3 1/2"	100 Ft.-Lbs.
59215N	4"	65	910	0.150"	4 1/2"	6 1/2"	4 1/2"	110 Ft.-Lbs.
59216N	5"	30	515	0.150"	5 1/2"	7 1/2"	5 1/2"	110 Ft.-Lbs.

## Heavy Duty Schedule 40

59010N	1 1/2"	200	1142	0.145"	1 29/32"	3 1/2"	1 29/32"	100 Ft.-Lbs.
59011N	2"	136	1214	0.154"	2 3/8"	4 1/2"	2 3/8"	150 Ft.-Lbs.
59013N	3"	66	937	0.216"	3 1/2"	6"	3 9/32"	150 Ft.-Lbs.
59015N	4"	65	1621	0.237"	4 1/2"	6 1/2"	4 1/2"	260 Ft.-Lbs.
59015X (5' length)	4"	65	707	0.237"	4 1/2"	6 1/2"	4 1/2"	260 Ft.-Lbs.
59016N	5"	30	870	0.258"	5 1/2"	7 1/2"	5 1/2"	260 Ft.-Lbs.
59017N	6"	30	1160	0.280"	6 5/8"	8 3/4"	6 5/8"	260 Ft.-Lbs.

## Extra Heavy Duty Schedule 80

59411N	2"	136	1549	0.218"	2 3/8"	4 1/2"	2 3/8"	300 Ft.-Lbs.
59413N	3"	66	1495	0.030"	3 1/2"	6"	3 1/2"	525 Ft.-Lbs.



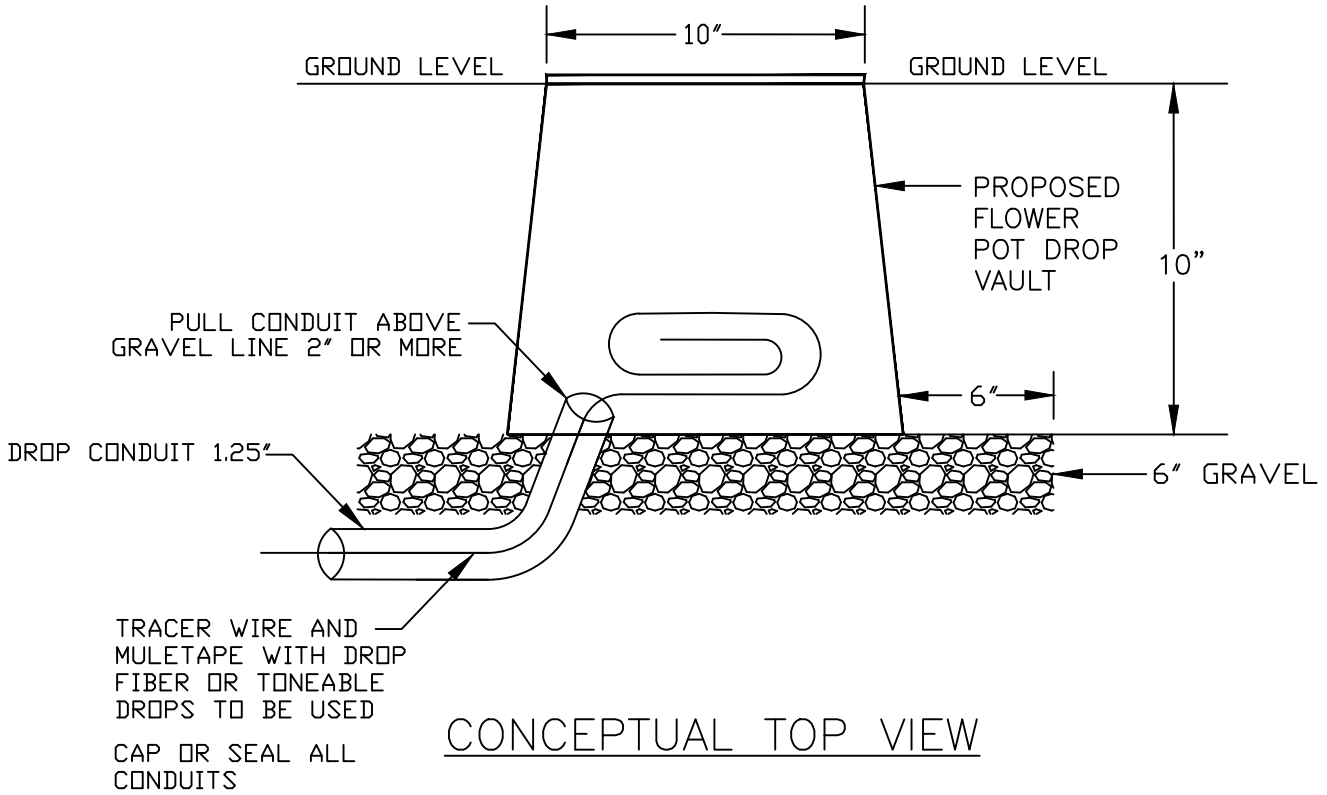
DESCRIPTION	QTY	MANUFACTURER (PREFERRED)	PART #
SCREW, LAG, 1/2" x 4-1/2"	10		
HDPE SDR 13.5 CONDUIT, VARIOUS SIZES	N/A		
2" PVC SCH40, RISER PIPE	1		
#12 TRACER WIRE	N/A		
2" PVC SCH40, SWEEP, 90 DEG	1		
CONDUIT STANDOFF BRACKET	VARIES		
CONDUIT STRAP KIT	VARIES		
2" COUPLER	1		



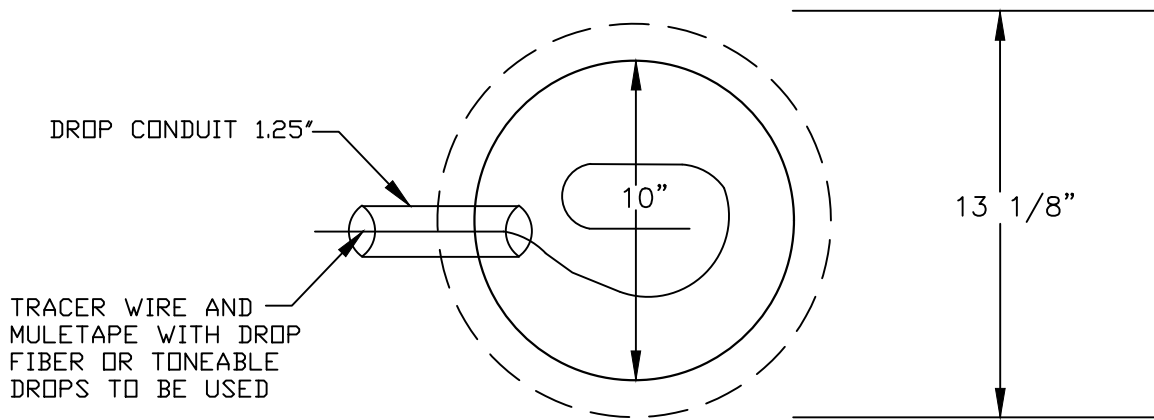
TYPICAL RISER  
CONDUIT  
WOOD POLE

(R2-W)

# CONCEPTUAL SIDE VIEW



# CONCEPTUAL TOP VIEW

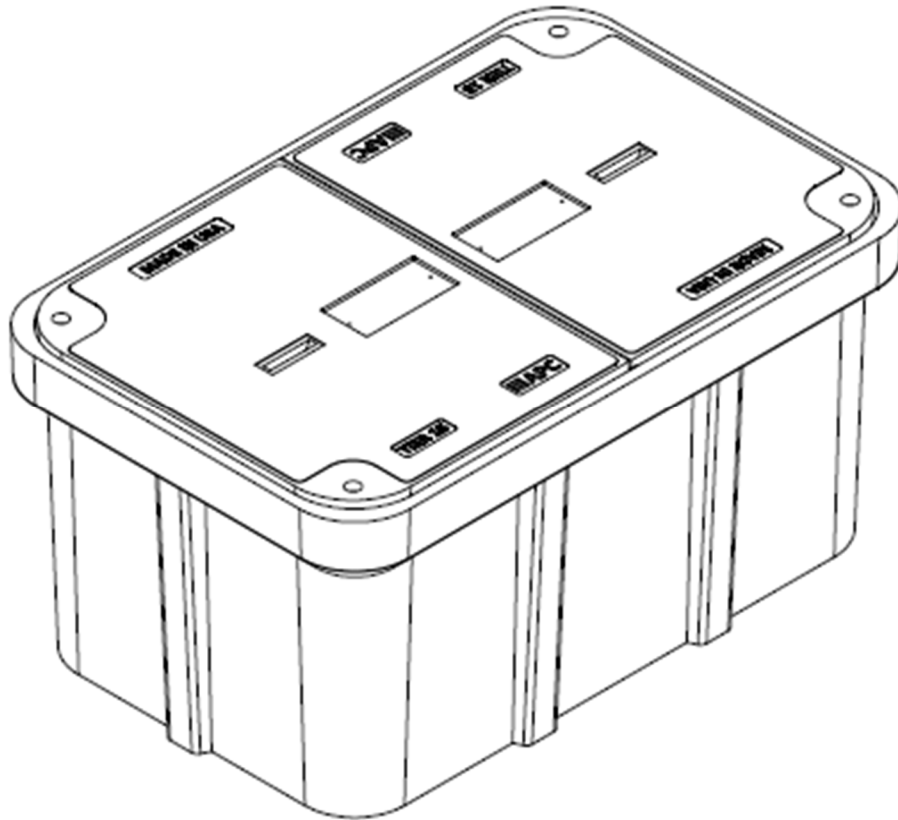


FLOWER POT

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.

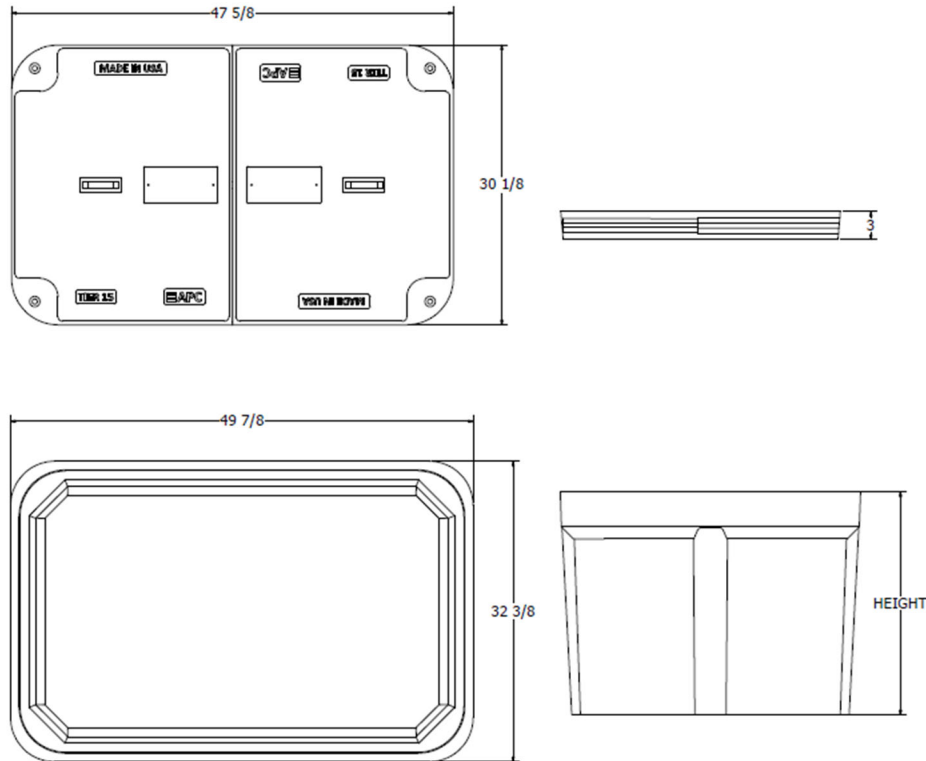


# 30"x48" PC UNIT, 2PC TIER 15/22

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



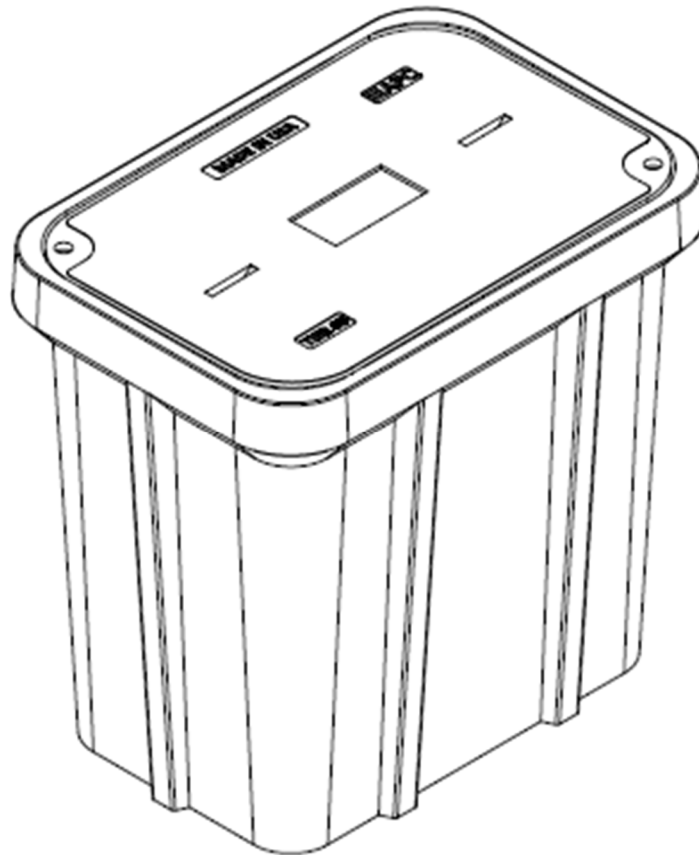
Auger Thread



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.

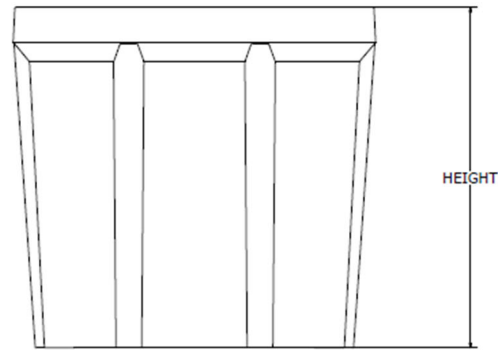
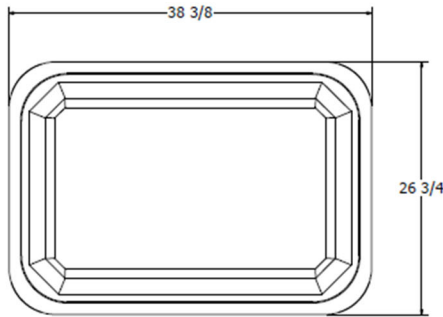
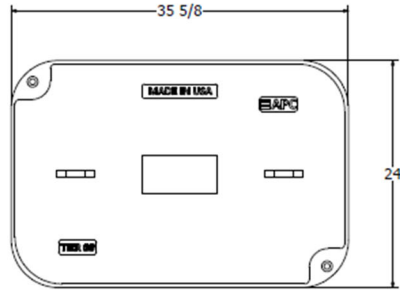


# 24"x36" PC UNIT, TIER 15/22

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



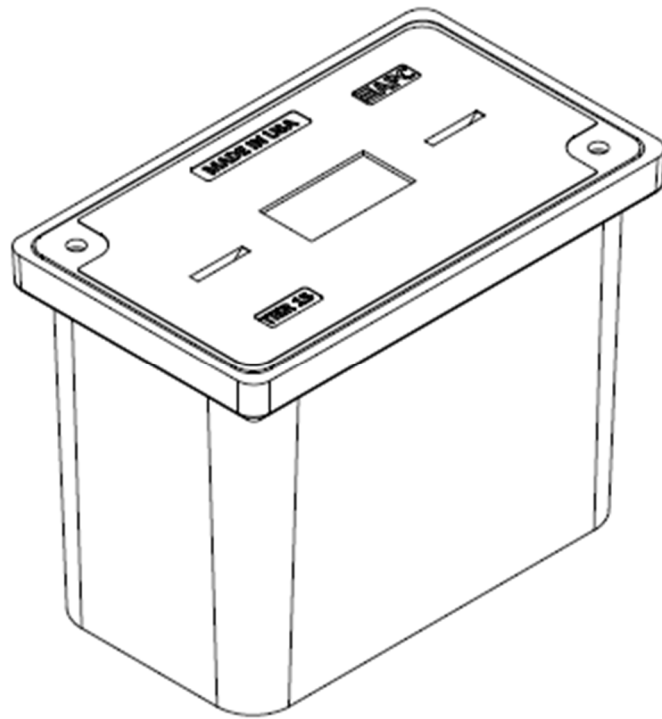


17"x30" PC UNIT, TIER 15/22

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.

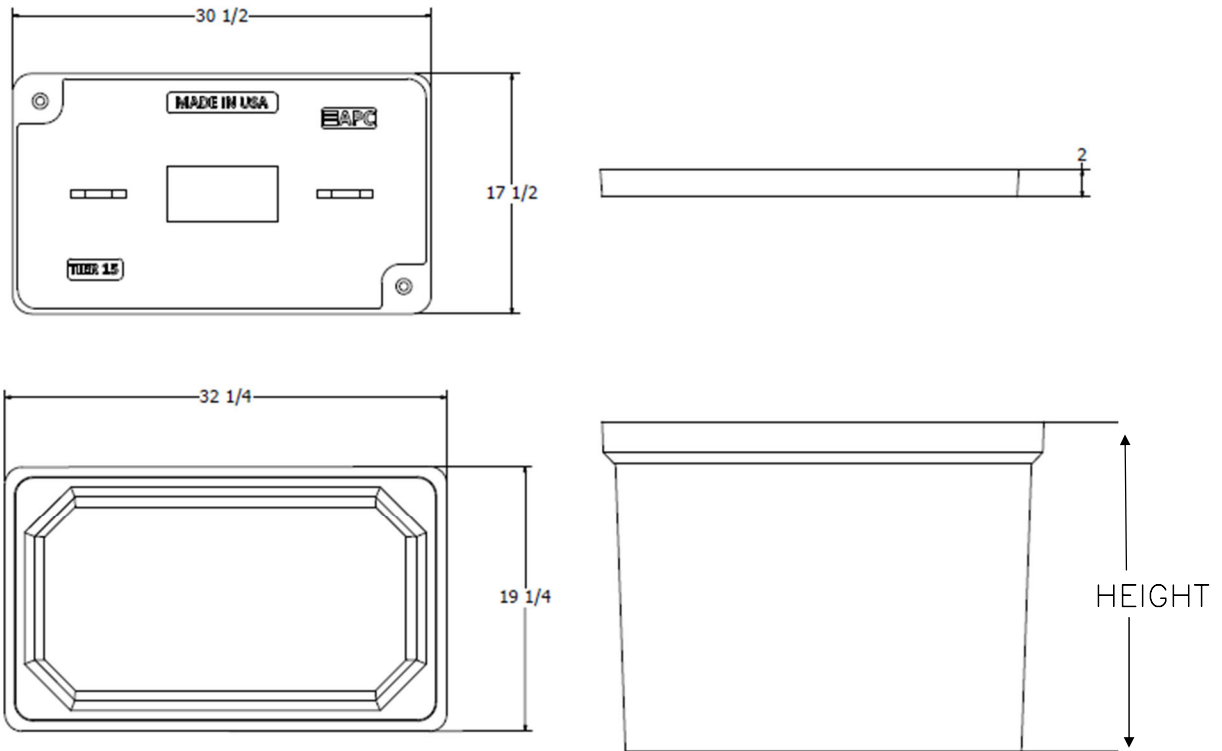


# 17"x30" PC UNIT, TIER 15/22

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



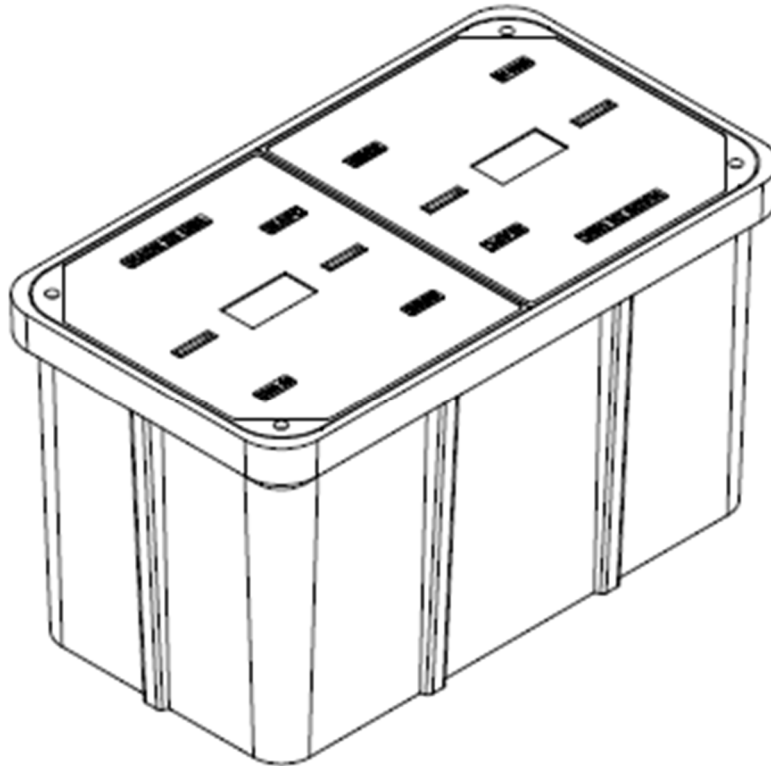
Auger Thread



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.

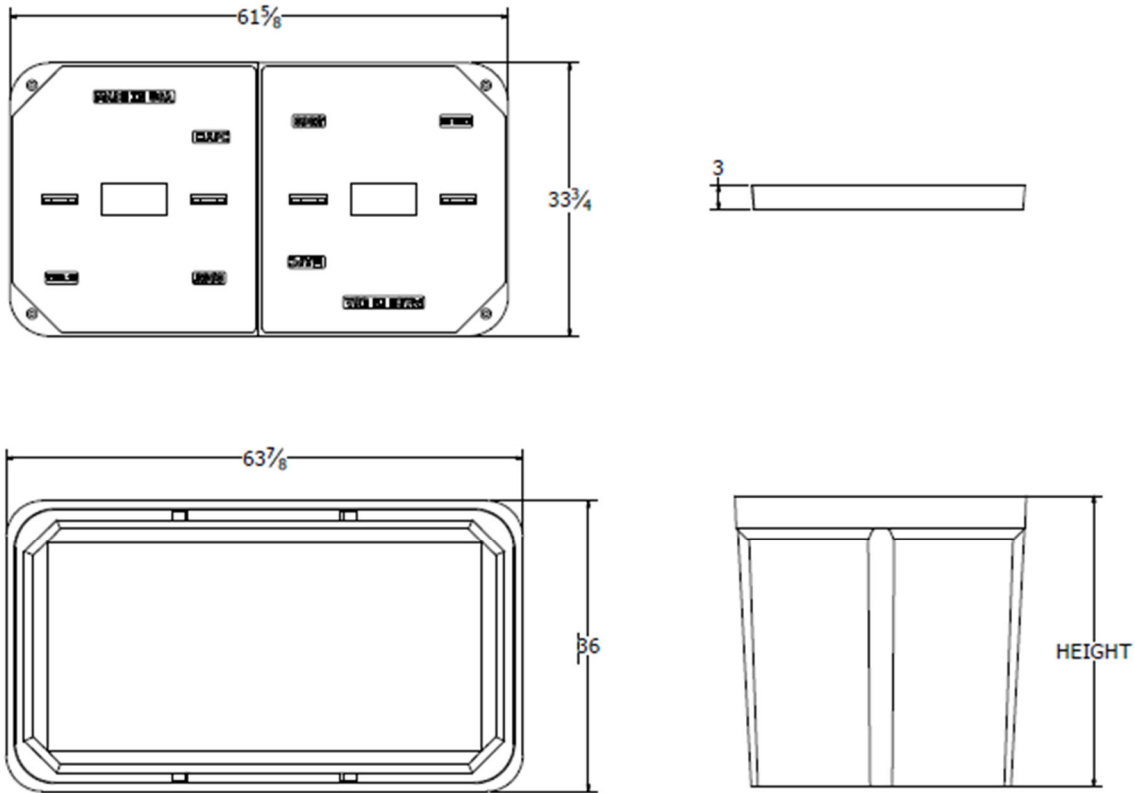


# 33"x60" PC UNIT, 2PC TIER 15/22

## 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)	1 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.  
**BLN01b-F08 - S Grant St - TCP1**

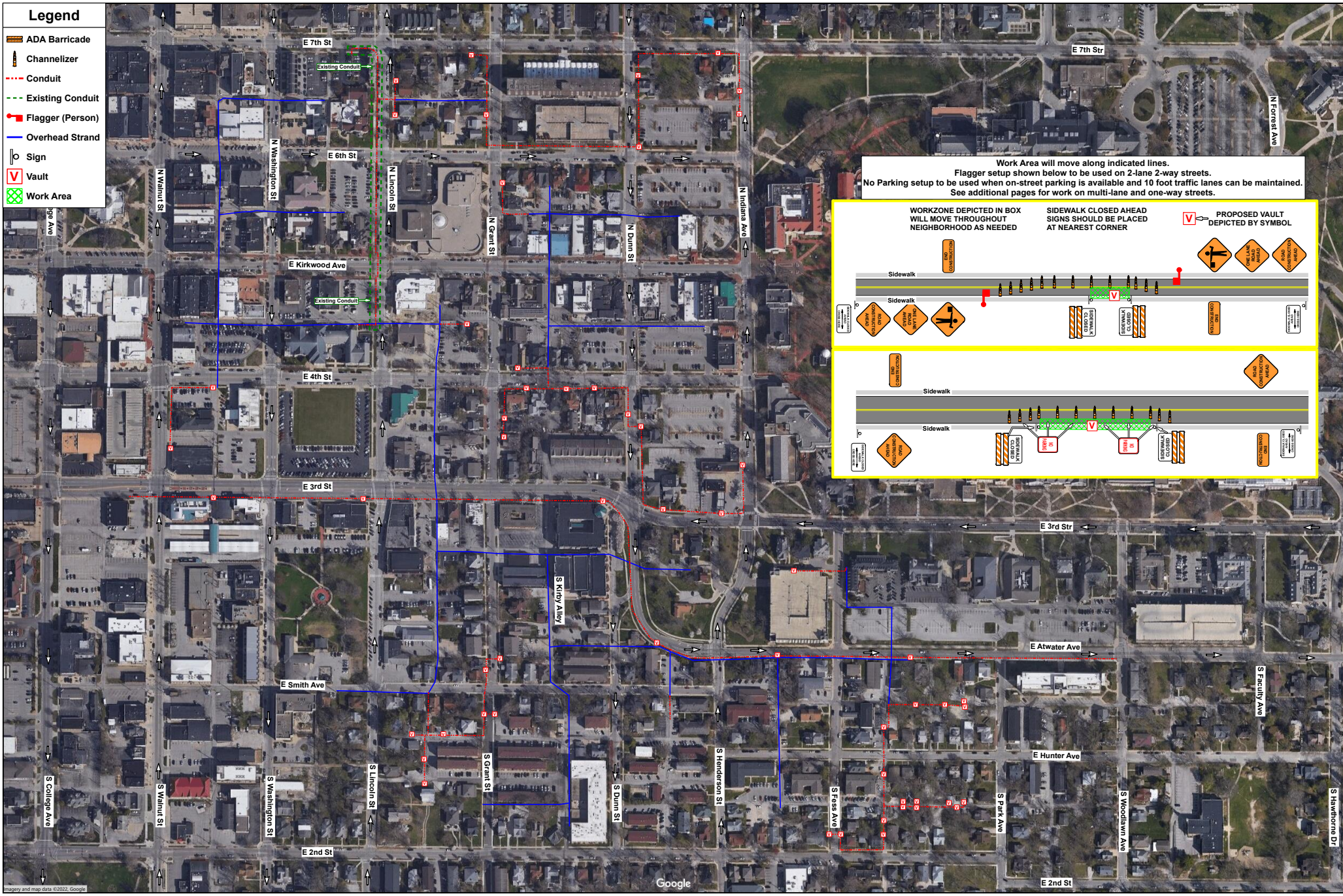
Signature: \_\_\_\_\_

Company: \_\_\_\_\_

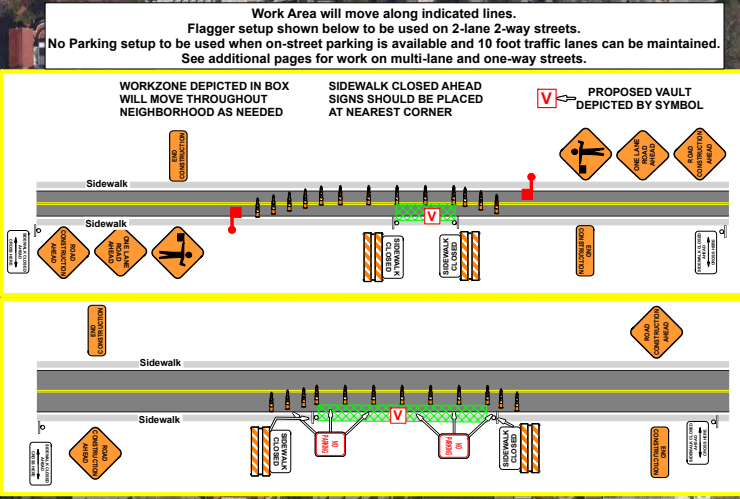


Date: 11/4/2022 Project: BLN01b-F08 - S Grant St - TCP1 :  
Traffic Control Suggestion For: AEG :  
By: Road Runner Safety Services, Inc. : Nathan

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
  - Existing Conduit
  - Flagger (Person)
  - Overhead Strand
  - 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		730	235	840	60	120
	Urban Low Speed - 100 FT						

APPROVED/ACCEPTED BY:  
ENGINEER, OWNER, or PRIME CONTRACTOR

Check for Notice to Proceed.

BLN01b-F08 - S Grant St - TCP3

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

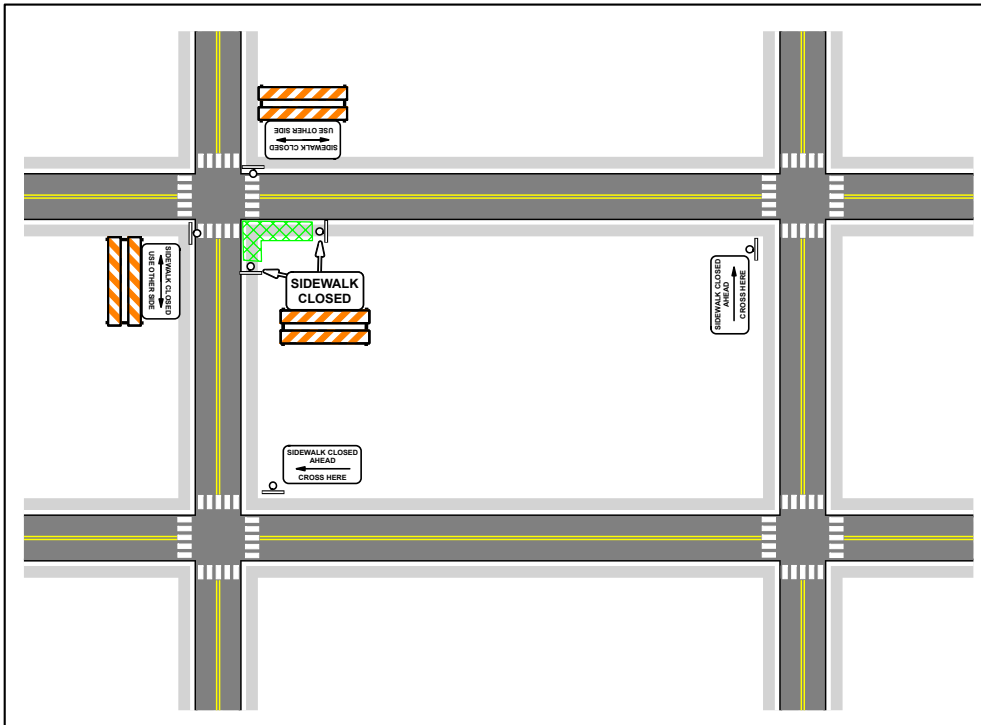
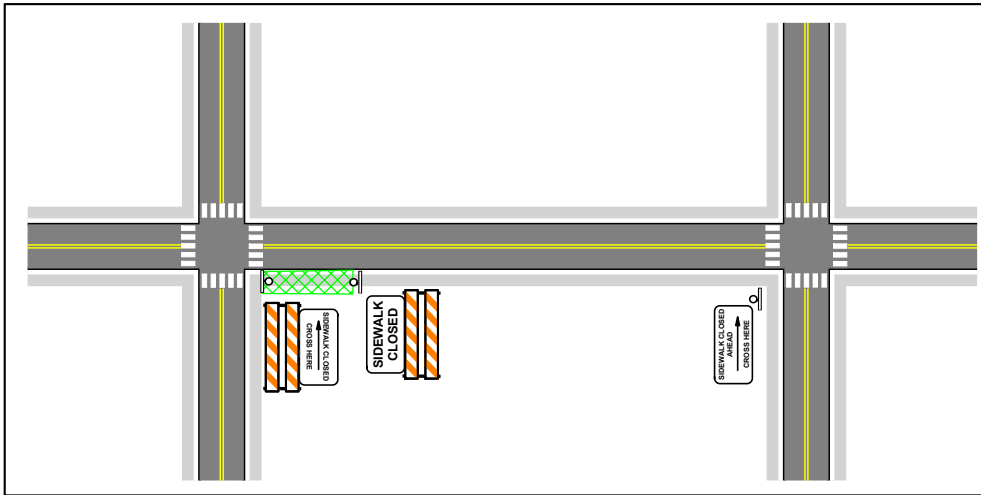
Company: \_\_\_\_\_



Date: 11/4/2022 Project: BLN01b-F08 - S Grant St - TCP3 :  
: Traffic Control Suggestion For: AEG :  
By: Road Runner Safety Services, Inc. : Nathan

**Comments:**

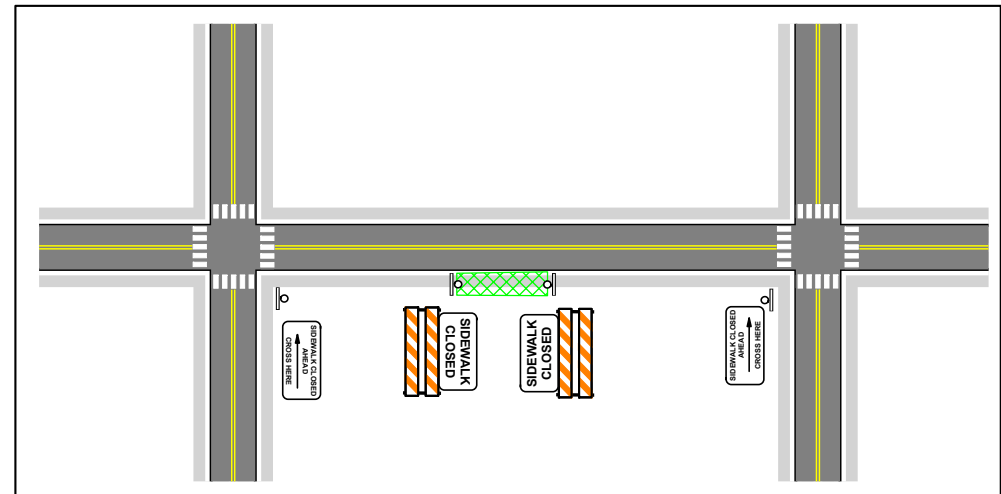
Drawing not to scale. Traffic control plan must be approved by an engineer. This is a suggestion only. Road Runners Safety Services, Inc. has no liability for this suggested traffic control plan. Actual placement and spacing of all traffic control devices will depend on field conditions and must conform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



**Legend**

- ADA Barricade
- Channelizer
- Sign
- Work Area

Sidewalk Closure setups to be used as needed with the  
Flagger and Lane Closure setups shown on previous pages.






# 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 Grant St

<b>A. APPLICANT/AGENT INFORMATION:</b>		<b>D. TRAFFIC CONTROL DEVICES*:</b>	
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>		<b>E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input type="checkbox"/> N</b>	
24-HR EMERGENCY CONTACT NAME: _____		IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: <a href="https://bloomington.in.gov/transportation/parking/moving">https://bloomington.in.gov/transportation/parking/moving</a> OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436	
24-HR CONTACT PHONE #: <u>(706)654-2298</u>		<b>F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?</b>	
INSURANCE #*: <u>TB5-691-473497-082</u> COMPANY: <u>ACORD</u>		PROJECT NAME: <u>BLN01b-F08 - S Grant St</u>	
BOND #*: <u>1160465</u> COMPANY: <u>LEXON</u>		PROJECT #: <u>BLN01b-F08 - S Grant St</u>	
*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED		PROJECT MGR.: <u>Lex Mullins</u>	
<b>**SUBCONTRACTOR INFORMATION**</b>		PROJECT MGR. #: <u>215-847-8819</u>	
<b>(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)</b>		*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY	
COMPANY NAME: _____		*IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY	
<b>B. WORK DESCRIPTION:</b>		<b>G. EXCAVATIONS:</b>	
<input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE*		SQ FT OF PAVEMENT* EXCAVATIONS: <u>N/A</u>	
(EXPLAIN): <u>Excavation</u>		*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS	
*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND		SQ FT OF NON-PAVEMENT* EXCAVATIONS: <u>213.54 Sq Ft</u>	
<b>C. RIGHT OF WAY TO BE USED/CLOSED:</b>		*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE	
STREET NAME 1: <u>S Grant St</u>		LINEAL FT OF BORE*: <u>11,181 Lineal Ft</u>	
1ST INTERSECTING STREET NAME: _____		*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS	
2ND INTERSECTING STREET NAME: _____		# OF POLE INSTALLATIONS/REMOVAL: <u>N/A</u>	
<input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>		SQ FT OF SIDEWALK RECONSTRUCTION*: <u>N/A</u>	
<input checked="" type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		SQ FT OF SIDEWALK NEW CONSTRUCTION*: <u>N/A</u>	
START DATE: <u>Dec 9th</u> END DATE: _____ # OF DAYS*: <u>30</u>		*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE	
STREET NAME 2: _____		#RESIDENTIAL DRIVEWAY INSTALLATION: <u>N/A</u>	
1ST 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>	
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"/>		<b>H. INDEMNIFICATION AGREEMENT:</b>	
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		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.	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.	
START DATE: _____ END DATE: _____ # OF DAYS*: _____		PRINT NAME: <u>Bret Simons</u>	
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW		SIGNATURE: <u>Bret Simons</u>	
<b>STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM &amp; 6:00 PM - 9:00 PM</b>		DATE: <u>12/01/2022</u>	
STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/>			
REQUESTED CLOSURE HOURS: _____ AM - _____ PM			
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process			
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)			

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

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**Project/Event:** 2023 CE Solutions Walnut and Morton Street Garage Visual Structural Assessment  
**Petitioner/Representative:** Public Works , Ryan Daily  
**Staff Representative:** Ryan Daily  
**Date:** 12.06.2022

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**Report:**

As part of our long term goal of assuring the parking garages longevity, the Parking Services will be performing an annual visual inspection of all of the current parking garages.

This inspection will be performed by CE Solutions. They will be providing visual analysis of the structural condition of each garage and recommend any repairs. This assessment is not a replacement of a full inspection, rather a preventative measure to prevent further degradation and expensive repairs.

CE Solutions shall provide all related engineering services and inspections of repairs.

We recommend using CE Solutions for this project.

Total cost of contract = \$7,500.00

Project Funding Source: 452.26.260000.53610 (Building Repair)

**Recommend**  **Approval**  **Denial by:** Ryan Daily

## City of Bloomington Contract and Purchase Justification Form

Vendor: CE Solutions, INC

Contract Amount: \$7,500

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

### PURCHASE INFORMATION

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

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

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

# of Submittals: 0

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

CE Solutions is our current engineering services vendor for garage repair. They were selected in 2017 based upon the lowest bidding for engineering services. As the current vendor, we want to maintain this relationship until all garage repair is completed at Morton and Walnut Street garages.

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

CE Solutions is our current engineering services vendor for garage repair and is a sole source provider for garage engineering services. They were selected in 2017 based upon the lowest bidding for engineering services and produced our structural engineering report we have been using to repair our facilities. As the current vendor, we want to maintain this relationship until all garage repair is completed at Morton and Walnut Street Garages due to familiarity of the garages and projects

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 Ryan Daily

---

 Garage Manager

---

 Public Works/Parking Services

Print/Type Name

Print/Type Title

Department

November 29, 2022

Ryan Daily  
Parking Garage Manager  
City of Bloomington  
206 S. Walnut Street  
Bloomington, Indiana

Re: Combined Professional Services and Fee Proposal  
Structural Engineering Services  
**Morton St Parking Garage & Walnut St Parking Garage  
Structural Condition Assessment (SCA) – cursory walk-thru  
Bloomington, Indiana**

CE Solutions' Project Pre-Contract No: 06721.COB

Dear Ryan:

CE Solutions, Inc. respectfully submits the following Combined Professional Services and Fee Proposal for structural engineering services on the captioned project.

The City of Bloomington would like a cursory level structural condition assessment of the Walnut Street and Morton Street Parking Garage. Review is to be high level, for apparent structural deficiencies and noting overall structure condition.

Our proposal is based on the following information:

- Phone conversations between Ryan Daily (City of Bloomington) and Carrie Walden (CE Solutions).
- CE Solutions previous assessment, repair and waterproofing projects in Morton St Parking Garage and Walnut St Parking Garage

#### **SCOPE OF BASIC SERVICES**

Upon notice to proceed, CE Solutions will provide the following Basic Services:

#### **STRUCTURAL CONDITION ASSESSMENT AND REPORT**

- Perform one site observation to observe the general structural condition of the existing parking garage. No destructive investigation (invasive concrete excavation), structural analysis, instrumentation, monitoring, testing, measurement, or evaluation of the original structural design will be performed. CE Solutions' structural condition assessment will be based solely on visual observations (with the assistance of binoculars for inaccessible higher elevations not otherwise accessed by equipment) and selective concrete soundings using a hammer and/or heavy steel chain. Concrete soundings will be performed at select areas of previous repair and otherwise visually suspicious.

- Prepare a structural condition assessment report describing our findings and recommendations.
- Attend one virtual meeting or phone conference with the Owner to present our findings and recommendations.

### **SCHEDULE**

We propose the following schedule:

- 11/29/22 Proposal submitted to City of Bloomington
- 01/09/22 Notice to Proceed to CE Solutions from the City of Bloomington
- TBD SCA Walk-thru (one day anticipated)
- TBD Report submitted (within one month following walk-thru)

### **FEE**

- CE Solutions intends to provide the above professional services on a firm fixed fee basis as follows:

Structural Condition Assessment and Report	\$7,500
--	---------

- Reimbursable expenses are identified on the attached CE Solutions Fee Schedule and are included in our fee.
- The above fees are based upon completion of our services within 2023. Should the project be accelerated, our fees are subject to modification based on increased effort necessary to deliver our services within the reduced timeline. Should the project be delayed, our fees are subject to modification based upon actual market fluctuations.

### **ADDITIONAL SERVICES**

Anything not identified above is not included in our Scope of Basic Services. The following are examples of additional services that are not included in our fee, but will be provided upon request and in agreement of both CE Solutions and the City of Bloomington in accordance with the attached CE Solutions fee schedule and an agreed upon fee:

- Special project insurance requirements in excess of that currently maintained by CE Solutions (see attached Certificate of Liability Insurance for our current limits).
- Meetings beyond that described in the Scope of Basic Services.
- Significant post-report clarification, response to questions, etc.
- Structural Design and Construction Document preparation for recommended repairs, augmentation or strengthening of any structural deficiencies in the existing building.
- Structural analysis of the existing garage or the evaluation of the garage's original structural design.

- Destructive structural investigation (invasive concrete excavation) to uncover suspected / potential hidden structural deficiencies.
- Prepare an opinion of probable structural construction cost for recommended repairs, augmentation or strengthening of structural deficiencies observed during our visual structural condition assessment.

#### **EXCLUSIONS**

The following services are not currently offered by CE Solutions and are excluded from the Scope of Basic and Additional Services:

- Engineering services related to construction means and methods (erection sequencing, temporary bracing, job site safety, etc.).
- Determination of the fire rating required for the structural systems and components.
- Structural instrumentation, monitoring or testing.
- Design and detailing of drainage systems.
- Construction cost arbitration or mediation.

As a results-oriented professional organization, CE Solutions places a strong emphasis on excellence, quality, and attention to detail. Thank you for choosing CE Solutions for your structural engineering needs. We look forward to working with you on this important project. Should you have any questions concerning our proposal, please do not hesitate to contact the undersigned.

Very truly yours,



Carrie L. Walden PE  
Vice President

Attachment

**PROPOSAL ACCEPTANCE**

Description of Professional Services:

Services as outlined in the foregoing Professional Services and Fee Proposal.

Project Name:

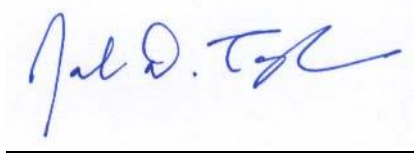
**Morton St Parking Garage & Walnut St Parking Garage  
Structural Condition Assessment (SCA) – cursory walk-thru  
Bloomington, Indiana**

CE Solutions Pre-contract No: 06721.COB

The following signatures indicate acceptance of the foregoing Professional Services and Fee Proposal. Please execute two copies and return one (1) original fully executed copy to our office. Retain the other copy for your records.

Thank you.

CE SOLUTIONS, INC. ("Consultant")



DATE: November 30, 2022

John D. Taylor, PE  
Principal / President

CITY OF BLOOMINGTON ("Client")

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

DATE: \_\_\_\_\_

#### STANDARD PROVISIONS OF AGREEMENT

The Client and Consultant agree that the following provisions shall be a part of their Agreement:

1. The Client binds himself, his partners, successors, executors, administrators, and assigns to the Consultant to this Agreement in respect to all of the terms and conditions of this Agreement.
2. Neither the Client nor Consultant shall assign his interest in this Agreement without the written consent of the other.
3. No conditions or representations, altering, detracting from, nor adding to the terms hereof shall be valid unless printed or written hereon or evidenced in writing by either party to this Agreement and accepted in writing by the other.
4. One or more waivers of any term, condition or covenant by the Consultant shall not be construed by the Client as a waiver of a subsequent breach of the same or any other term, condition or covenant.
5. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the other provisions of this Agreement shall be valid and binding on the parties hereto.
6. The Consultant is not responsible for delay, nor shall Consultant be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, or acts of God; or the failure of Client to furnish timely information or to approve or disapprove Consultant's work promptly; or delay or faulty performance by Client, other Contractors, or governmental agencies; or any other delays beyond Consultant's reasonable control.
7. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits; and Consultant shall only act as an adviser in all governmental relations.
8. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be first submitted to nonbinding mediation.
9. In the event of litigation on this Agreement, the interpretation thereof, and all disputes or controversies arising hereunder shall be governed by the laws of the State of Indiana.
10. In the event that Client institutes a suit against Consultant because of any failure or alleged failure to perform, error, omission, or negligence, and if such suit is not successfully prosecuted, or if it is dismissed, or if verdict is rendered for Consultant, Client agrees to pay Consultant any and all costs of defense, including attorney's fees, expert witnesses' fees, and court costs and any and all other expenses of defense which may be needful, immediately following dismissal of the case or immediately upon judgment being rendered on behalf of Consultant.
11. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement, then all litigation and collection expenses, witness fees and court costs, and attorney's fees shall be paid to the prevailing party. "Prevailing Party" is the party who recovers at least 67% of its total claims in action or who is required to pay no more than 32% of the other party's total claims in action when considered in the totality of claims and counterclaims, if any. In claims for monetary damages, the total amount of recoverable attorney's fees and costs shall not exceed the net monetary award of the prevailing party.
12. There are no understandings or Agreements except as herein expressly stated.
13. All original papers and documents, and copies thereof, produced as a result of this Contract, except documents which are required to be filed with public agencies, shall remain the property of the Consultant and may be used by Consultant without the consent of the Client.
14. Services provided within this Agreement are for the exclusive use of the Client for the Project only.
15. Client and Consultant agree to cooperate with each other in any and every way or manner on the Project.
16. It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, an Indiana corporation, and not against any of the Consultant's individual employees, officers or directors.
17. Upon written request, each of the parties hereto shall execute and deliver, or cause to be executed and delivered, such additional instruments and documents which may be necessary and proper to carry out the terms of this Agreement.
18. The terms and provisions of this Agreement shall not be construed to alter, waive or affect any lien or stop notice rights, which the Consultant may have for the performance of services under this Agreement.
19. The Consultant makes no representation concerning the estimated quantities and cost figures made in connection with reports, specifications, or drawings other than that all such figures are opinions only and the Consultant shall not be responsible for fluctuations in cost factors.
20. Consultant does not guarantee the completion or quality of performance of this Contract or the completion or quality of performance of Contracts by the construction Contractor or Contractors, or other third parties, nor is he responsible for their acts or omissions.

21. Consultant makes no warranty, either express or implied, as to his findings, recommendations, specifications, or professional advice except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance.
22. Consultant makes not representations concerning soil conditions unless specifically included in writing in this Agreement, and is not responsible for any liability that may arise out of the making or failure to make soil surveys or sub-surface soil test or general soil testing.
23. Estimate of areas provided under this Agreement are not to be considered precise unless Consultant specifically agrees to provide the precise determination of such areas.
24. In the event that any changes are made in the plans and specifications by the Client or persons other than the Consultant, which affects the Consultant's work, any and all liability arising out of such changes is waived against the Consultant and the Client assumes full responsibility for such changes.
25. The Consultant is not responsible, and liability is waived by the Client as against the Consultant, for use by the Client or any other person of any plans or drawings not signed and sealed by the Consultant.
26. Consultant has a right to complete all services agreed to be rendered pursuant to this Contract. In the event this Agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for work performed.
27. Client agrees that Consultant will perform on-site construction review for areas designed by the Consultant and that such services will not be performed by others.
28. The Client agrees that in accordance with generally accepted construction practices, the construction Contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the Project, means and methods, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours; and the Client further agrees to defend, indemnify and hold the Consultant harmless from any and all liability, real or alleged, in connection with the performance of work on this Project, excepting liability arising from the sole negligence of the Consultant.
29. The Client agrees to limit the Consultant's liability to the Client and to all Contractors and subcontractors on the Project, due to professional negligent acts, errors or omissions of the Consultant to the sum of \$50,000 or the Consultant's fee, whichever is greater.
30. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified on the invoice.
31. Client hereby agrees that the balance as stated on the billing from the Consultant to Client is correct, conclusive and binding on the Client unless Client within ten (10) days from the date of the making of the billing notifies Consultant in writing of the particular item that is alleged to be incorrect.
32. A late payment FINANCE CHARGE will be computed at the periodic rate of 2% per month, which is an ANNUAL PERCENTAGE RAGE OF 24% and will be applied to any unpaid balance commencing 30 days after the date of the original invoice.
33. In the event that the plans, specifications, and/or field work covered by this Agreement are those required by various governmental agencies and in the event that due to change of policy of said agencies after the date of this Agreement, additional office or field work is required, the said additional work or services shall be paid for by Client at extra work.
34. The Client shall pay the cost of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.
35. In the event all or any portion of the work prepared or partially prepared by the Consultant be suspended, abandoned, or terminated, the Client shall pay the Consultant for all fees, charges and services provided for the Project, not to exceed any Contract limit specified herein.
36. In the event of litigation, Client agrees to pay to Consultant interest on all past due balances at the rate of 24% per annum.
37. In the event Client fails to pay Consultant within thirty (30) days after invoices are rendered, Client agrees that Consultant shall have the right to consider said default a total breach of this Agreement and, upon written notice, the duties, obligations and responsibilities of the Consultant under this Agreement are terminated. In such event, Client shall then promptly pay the Consultant for all of the fees, charges, and services provided by Consultant.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/01/2022

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).

<b>PRODUCER</b> Walker Professional Insurance PO BOX 55  Carmel IN 46082		<b>CONTACT NAME:</b> Holly Gill-Gaither <b>PHONE (A/C, No, Ext):</b> (317) 759-9321 <b>E-MAIL ADDRESS:</b> Holly@WalkerProfessional.com <b>FAX (A/C, No):</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> RLI Insurance Co.	<b>NAIC #</b> 13056
		<b>INSURER B:</b> Berkley Insurance Company	32603
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
<b>INSURED</b>  CE Solutions, Inc. 10 Shoshone Drive  Carmel IN 46032			

**COVERAGES**

CERTIFICATE NUMBER: 22-23 Master

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	PSB0009944	03/01/2022	03/01/2023	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 1,000,000	
	MED EXP (Any one person)						\$ 10,000	
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	PSA0003207	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	BODILY INJURY (Per person)						\$	
	BODILY INJURY (Per accident)						\$	
	PROPERTY DAMAGE (Per accident)						\$	
							\$	
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	PSE0004885	03/01/2022	03/01/2023	EACH OCCURRENCE	\$ 5,000,000
	AGGREGATE						\$ 5,000,000	
							\$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	PSW0005431	03/01/2022	03/01/2023	<input checked="" type="checkbox"/> PER STATUTE	OTHE-ER
	E.L. EACH ACCIDENT						\$ 1,000,000	
	E.L. DISEASE - EA EMPLOYEE						\$ 1,000,000	
	E.L. DISEASE - POLICY LIMIT						\$ 1,000,000	
B	Professional Liability Claims Made Form			AEC-9052925-03	03/01/2022	03/01/2023	Per Claim Limit	\$2,000,000
							Aggregate Limit	\$2,000,000

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

General Liability, Automobile Liability and Umbrella Liability provides for additional insured when agreed by contract or agreement. General Liability, Automobile Liability and Umbrella Liability is provided on a primary, non-contributory basis when agreed by contract or agreement. General Liability, Automobile Liability, Workers Compensation, and Umbrella Liability include a waiver of subrogation when agreed by contract or agreement. Umbrella is follow form per the terms of the policy. 30 days notice of cancellation, except for non-payment, shall be provided to the certificate holder. General Liability includes Contractual Liability per the terms of the policy. Umbrella liability does NOT extend over professional liability. Waiver of subrogation is provided on the Professional Liability policy in favor of the insured's client only if required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

\*\*FOR INFORMATION ONLY\*\* \*\*FOR INFORMATION ONLY\*\*  
 \*\*FOR INFORMATION ONLY\*\*  
 \*\*FOR INFORMATION ONLY\*\*

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

## 2023 RATE SCHEDULE

**PROFESSIONAL HOURLY RATES** are based on the following classifications:

### By Person

Matt Clark, Principal / Senior Project Manager	\$318 / hour
JD Taylor, Principal / Senior Project Manager	\$318
Steve Osborn, Principal / Senior Project Manager	\$258
Carrie Walden, Principal / Senior Project Manager	\$258
Chip Bradway, Principal / Senior Project Manager	\$258
Matt Murray, Senior Project Manager	\$165
Nathan Boltz, Senior Project Manager	\$165
Atallah Sayegh, Senior Project Engineer	\$256

### By Title

Project Manager	\$142
Project Engineer	\$129
BIM Specialist / Designer	\$139
CAD / BIM Technician / Drafter	\$123
Senior Administrative / Project Assistant	\$168
Administrative / Project Assistant	\$117

Above rates include in-town travel, parking, and in-house reproduction expenses, overhead and profit. CE Solutions standard CAD drawing plot is black & white on translucent bond. Reimbursable expenses for special CAD drawing requests are noted below.

<sup>1</sup> Depositions, court testimony, arbitration or mediation hearings, meetings with legal counsel, and associated preparation: \$400/hour.

### **REIMBURSABLE EXPENSES:**

Out-of-town transportation and subsistence	@ cost
Out-of-house reproduction, special CAD drawing requests	@ cost
Photograph processing and printing	@ cost
Shipping/courier	@ cost
Equipment and instrument rental	@ cost
Filing fees for permits, variances, plan reviews, etc.	@ cost
Sub-consultant services	@ cost

Effective 1/1/2023

**2023 SERVICE AGREEMENT BETWEEN CITY OF BLOOMINGTON  
PUBLIC WORKS DEPARTMENT AND  
CE Solutions, INC**

This Agreement, entered into on this 6<sup>th</sup> day of December, 2022, by and between the City of Bloomington Department of Public Works (the “Department”), and CE Solutions, INC (“Contractor”).

**Article 1. Scope of Services** Contractor shall perform the following engineering services: design and prepare detailed drawings, preparations of structural repair drawings, prepare probable estimations of cost, perform site visits, and project management. These services will be performed at City facilities (“Services”) for Seven Thousand Five Hundred Dollars (\$7,500). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before, December 31<sup>st</sup>, 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 Ryan Daily, Parking Garage Manager, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent via email to [public.works@bloomington.in.gov](mailto:public.works@bloomington.in.gov) or via first class mail postage prepaid to Ryan Daily, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 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 qualification and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

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

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

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

**Article 12. Insurance** During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of

Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

**Article 19. Non-Discrimination** Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. 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: Ryan Daily, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

**Contractor:** CE Solutions, INC. 10 Shoshone Drive, Carmel, IN 46032.

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**

**CE Solutions**

\_\_\_\_\_  
Beth Cate, Corporation Counsel

\_\_\_\_\_  
Steve Osborn/Carrie Walden

**CITY OF BLOOMINGTON PUBLIC WORKS**

\_\_\_\_\_  
Adam Wason, Director, Public Works Department

---

Kyla Cox-Deckard, President, Board of Public Works





**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 \_\_\_\_\_, 2022.

**CE Solutions, 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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public's Signature My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public County of Residence: \_\_\_\_\_

Commission Number: \_\_\_\_\_



# Board of Public Works Staff Report

**Project/Event:** 2023 Service Agreement with Ann-Kriss, LLC for Maintenance and Repair Services

**Petitioner/Representative:** Public Works Facilities Division

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

**Meeting Date:** December 6, 2022

This contract is carpentry, drywall, painting, fencing, and masonry repairs at various facilities maintained by Public Works Facilities Division.

Compensation not to exceed \$75,000.00.

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: Ann-Kriss, LLC

Contract Amount: \$75,000

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 Ann-Kriss 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 Ann-Kriss 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  
ANN-KRISS, LLC.**

This Agreement, entered into on this 6<sup>th</sup> day of December, 2022, by and between the City of Bloomington Department of Public Works (the “Department”), and Ann-Kriss, LLC (“Contractor”).

**Article 1. Scope of Services** Contractor shall perform repair and maintenance services of the following types: carpentry, drywall, painting, wood and chain link fencing, and masonry. These services will be performed at City facilities (“Services”) for a set price of Forty-Five Dollars (\$45.00) per hour Monday-Friday 7:00 am-6:00 pm for one person, with an additional Thirty-Five Dollars (\$35.00) for each additional person. Any work performed outside of those hours, including evenings, weekends, and holidays, will be performed at the rate of Seventy Dollars (\$70.00) for one person, with an additional Thirty-Five Dollars (\$35.00) per hour for each additional person. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 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 Seventy-Five Thousand Dollars (\$75,000.00). 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](mailto: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.

**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. 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 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:** Ann-Kriss, LLC, 736 S. Morton St., Bloomington Indiana 47403.

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**

**ANN-KRISS, LLC**

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John Hamilton, Mayor

---

Dave Padgett, Owner

**CITY OF BLOOMINGTON PUBLIC WORKS**

---

Adam Wason, Director

---

Kyla Cox Deckard, President, Board of Public Works





**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\_\_.

**Ann-Kriss, LLC**

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

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public's Signature

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public

County of Residence: \_\_\_\_\_

Commission #: \_\_\_\_\_



# Board of Public Works Staff Report

**Project/Event:** Fire Station #4 Upgrades and Repairs

**Petitioner/Representative:** Public Works Facilities Division

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

**Meeting Date:** December 6, 2022

Fire Department and Public Works Staff has determined that Fire Station #4 is in significant need of upgrades and repairs. Tabor / Bruce Architects were to document these needs and prepare the specifications and quote documents need to contract this work. A mandatory pre-quote meeting was held at the station on November 21, 2022. Two companies attended the meeting, Ann-Kriss, LLC and Strauser Construction Co., Inc.. The quotes were received as sealed quotes by the Public Works Department on December 5<sup>th</sup>. The base quoted price for each contractor was adjusted using unit prices, additional optional prices and listed deductions until comparable quotes were arrived at. They were determined as follows:

	<u>Ann-Kriss, LLC</u>	<u>Strauser Construction</u>
<b>Base Quote</b>	<b>\$289,472.00</b>	<b>\$224,800.00</b>
Deduction for using Laminate Cabinets	- \$8,000.00	N/A
Deduction for optional sub-grade specifications for concrete apron	- \$12,000.00	N/A
Additional cost for Concrete Apron	N/A	+ \$51,400.00
Additional Cost for Wood lockers in locker room	N/A	+ \$6,900.00

Additional costs to insulate high bay windows	N/A	+ \$5,300.00
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<b>Total Revised Quotes</b>	<b>\$269,472.00</b>	<b>\$289,400.00</b>
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After these revised quotes were reviewed, it was determined that Ann-Kriss, LLC is the lowest submitted quote. It was then determined tha a 10% contingency should be added to the quoted amount, which will bring the total contract amount to **\$296,419.00**. Staff recommends awarding this contract to Ann-Kriss, LLC for this amount.

Respectfully submitted,



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

# City of Bloomington Contract and Purchase Justification Form

Vendor: Ann-Kriss, LLC

Contract Amount: \$296,419.00

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

## PURCHASE INFORMATION

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

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

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

# of Submittals: 2	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 checked="" type="checkbox"/>	<input type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

The project was advertised twice and left open for 4 weeks. A mandatory pre-quote meeting was held at the station on Novemebr 21, 2022. Two companies attended the meeting, Ann-Kriss, LLC and Strauser Construction Co., Inc.. The quotes were received as sealed quotes by the Public Works Department on December 5th. The base quoted price for each contractor was adjusted using unit prices, additional optional prices and listed deductions until comparable quotes were arrived at. They were determined as follows:

	Ann-Kriss, LLC	Strauser Construction
Base Quote	\$289,472.00	\$224,800.00
Deduction for using Laminate Cabinets	- \$8,000.00	N/A

J. D. Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department

# AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

ANN-KRISS,LLC

FOR

**FIRE STATION #4 UPGRADES AND REPAIRS**

**THIS AGREEMENT**, executed by and between the City of Bloomington, Indiana, Department of Public Works through the Board of Public Works (hereinafter CITY), and Ann-Kriss, LLC, (hereinafter CONTRACTOR);

**WITNESSETH THAT:**

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Upgrades and Repairs to Bloomington Fire Department Station #4** (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 one hundred eighty (180) 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, in an amount not to exceed Two Hundred Ninety Six Thousand Four Hundred Nineteen Dollars (\$292,419.00). 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 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** The Director of Operations & Facilities shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Director of Operations & Facilities, Engineer, or Owner 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 Public Works	Ann-Kriss, LLC
----------------------------------	----------------

Attn: J. D. Boruff	Attn: Dave Padgett
P.O. Box 100 Suite 120	736 S. Morton St.
Bloomington, Indiana 47404	Bloomington, IN 47403

**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 thirty (30) 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 thirty (30) 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

Ann-Kriss, LLC

BY:

BY:

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

\_\_\_\_\_  
Dave Padgett, Owner

\_\_\_\_\_  
Jennifer Lloyd, Vice President

\_\_\_\_\_  
Elizabeth Karon, Secretary

\_\_\_\_\_  
John Hamilton, Mayor of Bloomington

## **ATTACHMENT 'A'**

### **"SCOPE OF WORK"**

#### **FIRE STATION #4 UPGRADES AND REPAIRS**

This project shall include, but is not limited to, the repairs and upgrades detailed in the plan set labeled A Renovation for the: City of Bloomington Fire Station #4 produced by Tabor / Bruce Architecture & Design, Inc., date September 2022.

**ATTACHMENT 'B'**

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

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

**AFFIDAVIT**

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

1. The undersigned is the \_\_\_\_\_ of  
(job title)  
\_\_\_\_\_  
(company name)
2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
3. The company named herein that employs the undersigned:
  - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
  - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
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.					
B.					
C.					
D.					
				<b>Total</b>	<b>\$ _____</b>

Method of Compliance (Specify) \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

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

My Commission Expires: \_\_\_\_\_  
Signature of Notary Public

County of Residence: \_\_\_\_\_  
Printed Name of Notary Public

Commission #: \_\_\_\_\_

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

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

**ATTACHMENT 'C'**

**"E-Verify AFFIDAVIT"**

STATE 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: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

County of Residence: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public

My Commission #: \_\_\_\_\_

**ATTACHMENT 'D'**

**COMPLIANCE AFFIDAVIT**

**REGARDING INDIANA CODE CHAPTER 4-13-18**

**DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS**

STATE OF INDIANA )

) SS:

COUNTY OF \_\_\_\_\_)

AFFIDAVIT

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF INDIANA )  
 )SS:  
COUNTY OF \_\_\_\_\_ )

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

My Commission Expires: \_\_\_\_\_  
Signature of Notary Public

County of Residence: \_\_\_\_\_  
Printed Name of Notary Public

My Commission #: \_\_\_\_\_



# Board of Public Works Claim Register

Invoice Date Range 11/24/22 - 12/09/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>										
Department <b>01 - Animal Shelter</b>										
Program <b>010000 - Main</b>										
Account <b>52210 - Institutional Supplies</b>										
313 - Fastenal Company	INBLM229851	01-Cleaning Supplies- brush heads	Paid by EFT # 49954		11/29/2022	11/29/2022	12/09/2022		12/09/2022	18.10
4586 - Hill's Pet Nutrition Sales, INC	243835793	01-Dog & Cat Food	Paid by EFT # 49970		11/29/2022	11/29/2022	12/09/2022		12/09/2022	36.38
4586 - Hill's Pet Nutrition Sales, INC	243828882	01-Dog & Cat Food	Paid by EFT # 49970		11/29/2022	11/29/2022	12/09/2022		12/09/2022	98.15
4586 - Hill's Pet Nutrition Sales, INC	243828883	01-Dog & Cat Food	Paid by EFT # 49970		11/29/2022	11/29/2022	12/09/2022		12/09/2022	265.33
4549 - Kroger Limited Partnership I	099141	01-rabbit food	Paid by Check # 76506		11/29/2022	11/29/2022	12/09/2022		12/09/2022	18.15
								Account <b>52210 - Institutional Supplies</b> Totals	Invoice Transactions 5	<u>\$436.11</u>
Account <b>52430 - Uniforms and Tools</b>										
4447 - Municipal Emergency Services, INC	IN1771296	01-Uniform Scrubs	Paid by EFT # 50020		11/29/2022	11/29/2022	12/09/2022		12/09/2022	107.19
								Account <b>52430 - Uniforms and Tools</b> Totals	Invoice Transactions 1	<u>\$107.19</u>
Account <b>53230 - Travel</b>										
8474 - Whitney Zane Mayfield	110122Train	01-travel reimb- Euthanasia Training- 10/31-11/1/22	Paid by EFT # 50004		11/29/2022	11/29/2022	12/09/2022		12/09/2022	189.49
8444 - India C Neal	110122Train	01-travel reimb- Euthanasia Training- 10/31-11/1/22	Paid by EFT # 50025		11/29/2022	11/29/2022	12/09/2022		12/09/2022	133.00
								Account <b>53230 - Travel</b> Totals	Invoice Transactions 2	<u>\$322.49</u>
Account <b>53610 - Building Repairs</b>										
321 - Harrell Fish, INC (HFI)	W84483	01-SA Repair of incinerator flame failure @ ACC	Paid by EFT # 49968		11/29/2022	11/29/2022	12/09/2022		12/09/2022	369.00
321 - Harrell Fish, INC (HFI)	W84607	01-SA Repair of HVAC Unit @ ACC-stray dog area	Paid by EFT # 49968		11/29/2022	11/29/2022	12/09/2022		12/09/2022	923.51
1537 - Indiana Door & Hardware Specialties, INC	8765AA	01-SA Repair of Entry door @ ACC	Paid by Check # 76499		11/29/2022	11/29/2022	12/09/2022		12/09/2022	135.00
								Account <b>53610 - Building Repairs</b> Totals	Invoice Transactions 3	<u>\$1,427.51</u>
Account <b>53990 - Other Services and Charges</b>										
60 - Monroe County Solid Waste Management District	2022-24	01-sharps disposal	Paid by Check # 76507		11/29/2022	11/29/2022	12/09/2022		12/09/2022	52.80
								Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions 1	<u>\$52.80</u>
								Program <b>010000 - Main</b> Totals	Invoice Transactions 12	<u>\$2,346.10</u>
								Department <b>01 - Animal Shelter</b> Totals	Invoice Transactions 12	<u>\$2,346.10</u>



# Board of Public Works Claim Register

Invoice Date Range 11/24/22 - 12/09/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
<b>Fund 101 - General Fund (S0101)</b>											
Department <b>02 - Public Works</b>											
Program <b>020000 - Main</b>											
Account <b>46060 - Other Violations</b>											
Timothy Albro	REFUND ALBRO	26-customer mailed in \$160, total due was \$120	Paid by Check # 76517		11/29/2022	11/29/2022	12/09/2022		12/09/2022	40.00	
Debra Coll	REFUND COLL	26-Customer mailed in \$300, \$180 was to us, \$120 was on collect	Paid by Check # 76518		11/29/2022	11/29/2022	12/09/2022		12/09/2022	40.00	
Ean Holdings LLC	REFUND EANHOLDIN	26-mailed check for \$120, one ticket was already paid	Paid by Check # 76519		11/29/2022	11/29/2022	12/09/2022		12/09/2022	60.00	
Karen Like	REFUND LIKE	26-customer paid \$30 online and their ticket was voided	Paid by Check # 76522		11/29/2022	11/29/2022	12/09/2022		12/09/2022	30.00	
								<b>Account 46060 - Other Violations Totals</b>		<b>Invoice Transactions 4</b>	<b>\$170.00</b>
<b>Account 53940 - Temporary Contractual Employee</b>											
580 - Express Services, INC	28215590	02-Contract-Scooter Enforcement Officers - 11/13/2022	Paid by EFT # 49953		11/29/2022	11/29/2022	12/09/2022		12/09/2022	748.03	
580 - Express Services, INC	28176125	02-Contract-Scooter Enforcement Officers - 11/6/2022	Paid by EFT # 49953		11/29/2022	11/29/2022	12/09/2022		12/09/2022	1,158.24	
580 - Express Services, INC	28254103	02-Contract-Scooter Enforcement Officers 11/22/2022	Paid by EFT # 49953		11/29/2022	11/29/2022	12/09/2022		12/09/2022	2,129.48	
580 - Express Services, INC	28254104	02-Temporary Scooter Enforcement Services hours short by -.82	Paid by EFT # 49953		11/29/2022	11/29/2022	12/09/2022		12/09/2022	(19.79)	
203 - INDIANA UNIVERSITY	91477943	02- Graduate School Fellow-J. Davila-AY 2022-2023 WS	Paid by Check # 76502		11/29/2022	11/29/2022	12/09/2022		12/09/2022	1,625.00	
								<b>Account 53940 - Temporary Contractual Employee Totals</b>		<b>Invoice Transactions 5</b>	<b>\$5,640.96</b>
								<b>Program 020000 - Main Totals</b>		<b>Invoice Transactions 9</b>	<b>\$5,810.96</b>
								<b>Department 02 - Public Works Totals</b>		<b>Invoice Transactions 9</b>	<b>\$5,810.96</b>
<b>Department 03 - City Clerk</b>											
Program <b>030000 - Main</b>											
Account <b>52420 - Other Supplies</b>											
5819 - Synchrony Bank	468373847495	03-Bose headphones, video light	Paid by EFT # 50075		11/29/2022	11/29/2022	12/09/2022		12/09/2022	484.00	



# Board of Public Works Claim Register

Invoice Date Range 11/24/22 - 12/09/22

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<b>Fund 101 - General Fund (S0101)</b>											
Department <b>03 - City Clerk</b>											
Program <b>030000 - Main</b>											
Account <b>52420 - Other Supplies</b>											
5819 - Synchrony Bank	454783749899	03-Filmext for Microsoft Surface	Paid by EFT # 50075		11/29/2022	11/29/2022	12/09/2022		12/09/2022	37.04	
								Account <b>52420 - Other Supplies</b> Totals		Invoice Transactions 2	\$521.04
Account <b>53320 - Advertising</b>											
6891 - Gatehouse Media Indiana Holdings	0005007774	03-Clerk Resolution 22-18 Notice to Taxpayers	Paid by EFT # 49959		11/29/2022	11/29/2022	12/09/2022		12/09/2022	347.76	
								Account <b>53320 - Advertising</b> Totals		Invoice Transactions 1	\$347.76
								Program <b>030000 - Main</b> Totals		Invoice Transactions 3	\$868.80
								Department <b>03 - City Clerk</b> Totals		Invoice Transactions 3	\$868.80
Department <b>04 - Economic &amp; Sustainable Dev</b>											
Program <b>040000 - Main</b>											
Account <b>52420 - Other Supplies</b>											
8427 - Claudia Hodges	001	04-Teaching Artist Honey Hodges at IU First Thursday	Paid by EFT # 49971		11/29/2022	11/29/2022	12/09/2022		12/09/2022	200.00	
6530 - Office Depot, INC	269235952001	04-Office Chairs	Paid by EFT # 50028		11/29/2022	11/29/2022	12/09/2022		12/09/2022	459.99	
								Account <b>52420 - Other Supplies</b> Totals		Invoice Transactions 2	\$659.99
Account <b>53320 - Advertising</b>											
6891 - Gatehouse Media Indiana Holdings	0005007486B	04: Advertisement - Proposal-Solar Panel Insp	Paid by EFT # 49959		11/29/2022	11/29/2022	12/09/2022		12/09/2022	85.40	
								Account <b>53320 - Advertising</b> Totals		Invoice Transactions 1	\$85.40
Account <b>53960 - Grants</b>											
8351 - Charles Janae Gillespie	GRANT-092322	04-BAC Emerging Artists Grant - Gillespie	Paid by EFT # 49960		11/29/2022	11/29/2022	12/09/2022		12/09/2022	1,000.00	
								Account <b>53960 - Grants</b> Totals		Invoice Transactions 1	\$1,000.00
Account <b>53970 - Mayor's Promotion of Business</b>											
203 - INDIANA UNIVERSITY	5037	04-LBMC Participation - Chaz Mottinger	Paid by Check # 76503		11/29/2022	11/29/2022	12/09/2022		12/09/2022	1,000.00	
								Account <b>53970 - Mayor's Promotion of Business</b> Totals		Invoice Transactions 1	\$1,000.00



# Board of Public Works Claim Register

Invoice Date Range 11/24/22 - 12/09/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>										
Department <b>04 - Economic &amp; Sustainable Dev</b>										
Program <b>040000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
6515 - Green Camino, INC (Earthkeepers)	1483	04-City Operations Composting (City Hall, etc.)	Paid by EFT # 49966		11/29/2022	11/29/2022	12/09/2022		12/09/2022	360.00
							Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions	1	<u>\$360.00</u>
							Program <b>040000 - Main</b> Totals	Invoice Transactions	6	<u>\$3,105.39</u>
							Department <b>04 - Economic &amp; Sustainable Dev</b> Totals	Invoice Transactions	6	<u>\$3,105.39</u>
Department <b>06 - Controller's Office</b>										
Program <b>060000 - Main</b>										
Account <b>53640 - Hardware and Software Maintenance</b>										
371 - Pitney Bowes, INC	1021794460	06- Postage Meter Service Agreement 12-1-21 to 11-30-22	Paid by Check # 76509		11/29/2022	11/29/2022	12/09/2022		12/09/2022	561.20
							Account <b>53640 - Hardware and Software Maintenance</b> Totals	Invoice Transactions	1	<u>\$561.20</u>
Account <b>53940 - Temporary Contractual Employee</b>										
203 - INDIANA UNIVERSITY	91477688	06-Work Study fees for Olivia Antonson 2022-2023	Paid by Check # 76502		11/29/2022	11/29/2022	12/09/2022		12/09/2022	1,625.00
							Account <b>53940 - Temporary Contractual Employee</b> Totals	Invoice Transactions	1	<u>\$1,625.00</u>
							Program <b>060000 - Main</b> Totals	Invoice Transactions	2	<u>\$2,186.20</u>
							Department <b>06 - Controller's Office</b> Totals	Invoice Transactions	2	<u>\$2,186.20</u>
Department <b>07 - Engineering</b>										
Program <b>070000 - Main</b>										
Account <b>52420 - Other Supplies</b>										
53442 - Paragon Micro, INC	S3394379	07-Adobe Acrobat Pro 2020 (New Position) & dell workstation	Paid by EFT # 50029		11/29/2022	11/29/2022	12/09/2022		12/09/2022	368.98
5819 - Synchrony Bank	849579586498	07-Amazon-Apple iPhone 12 OtterBox,Power Adapter_#223298	Paid by EFT # 50075		11/29/2022	11/29/2022	12/09/2022		12/09/2022	47.93
							Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions	2	<u>\$416.91</u>
Account <b>53320 - Advertising</b>										
6891 - Gatehouse Media Indiana Holdings	0005007839	07-Legal Ad (Henderson St -2nd St-Smith Ave) INV#0005007839	Paid by EFT # 49959		11/29/2022	11/29/2022	12/09/2022		12/09/2022	164.50





# Board of Public Works Claim Register

Invoice Date Range 11/24/22 - 12/09/22

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<b>Fund 101 - General Fund (S0101)</b>											
Department <b>07 - Engineering</b>											
Program <b>070000 - Main</b>											
Account <b>53320 - Advertising</b>											
6891 - Gatehouse Media Indiana Holdings	0004952500	07-Legal ad_Notice to Appear (Harry Kaczorowski) Order #7690127	Paid by EFT # 49959		11/29/2022	11/29/2022	12/09/2022		12/09/2022	39.99	
6891 - Gatehouse Media Indiana Holdings	0005007762	07-Legal Ad (Harry M Kaczorowski) Order #7921778	Paid by EFT # 49959		11/29/2022	11/29/2022	12/09/2022		12/09/2022	77.19	
								Account <b>53320 - Advertising</b> Totals		Invoice Transactions 3	<u>\$281.68</u>
Account <b>53990 - Other Services and Charges</b>											
8460 - Crumble LLC (Crumble Coffee & Bakery)	000711	07-Catering services (Breakfast)-Eng Strategy Retreat 10/25/22	Paid by EFT # 49933		11/29/2022	11/29/2022	12/09/2022		12/09/2022	190.00	
53442 - Paragon Micro, INC	S3394379	07-Adobe Acrobat Pro 2020 (New Position) & dell workstation	Paid by EFT # 50029		11/29/2022	11/29/2022	12/09/2022		12/09/2022	2,407.97	
								Account <b>53990 - Other Services and Charges</b> Totals		Invoice Transactions 2	<u>\$2,597.97</u>
Account <b>54110 - Land Purchase</b>											
8018 - Estate of Bobby Ray Hall	ROW HALLBOBBY	07-ROW-B-Line Trail Multi-Use Path-Parcel 5	Paid by Check # 76495		11/29/2022	11/29/2022	12/09/2022		12/09/2022	10,800.00	
								Account <b>54110 - Land Purchase</b> Totals		Invoice Transactions 1	<u>\$10,800.00</u>
								Program <b>070000 - Main</b> Totals		Invoice Transactions 8	<u>\$14,096.56</u>
								Department <b>07 - Engineering</b> Totals		Invoice Transactions 8	<u>\$14,096.56</u>
Department <b>09 - CFRD</b>											
Program <b>090000 - Main</b>											
Account <b>53230 - Travel</b>											
1815 - Michael Shermis	11-14-22	09-Travel Reimbursement, Meals, Per Diem for Human Rights Confr	Paid by EFT # 50062		11/29/2022	11/29/2022	12/09/2022		12/09/2022	459.00	
								Account <b>53230 - Travel</b> Totals		Invoice Transactions 1	<u>\$459.00</u>
Account <b>53960 - Grants</b>											
205 - City Of Bloomington	11.11.2022	09-Young Women's Leadership Summit 2022 Sponsorship	Paid by Check # 76493		11/29/2022	11/29/2022	12/09/2022		12/09/2022	500.00	
								Account <b>53960 - Grants</b> Totals		Invoice Transactions 1	<u>\$500.00</u>
								Program <b>090000 - Main</b> Totals		Invoice Transactions 2	<u>\$959.00</u>
								Department <b>09 - CFRD</b> Totals		Invoice Transactions 2	<u>\$959.00</u>



# Board of Public Works Claim Register

Invoice Date Range 11/24/22 - 12/09/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>										
Department <b>10 - Legal</b>										
Program <b>100000 - Main</b>										
Account <b>52110 - Office Supplies</b>										
6530 - Office Depot, INC	274184290001	10-office supplie BL WL Headset Boom	Paid by EFT # 50028		11/29/2022	11/29/2022	12/09/2022		12/09/2022	170.97
6530 - Office Depot, INC	274184293001	10-office supplies- labels, self stick tags	Paid by EFT # 50028		11/29/2022	11/29/2022	12/09/2022		12/09/2022	31.35
6530 - Office Depot, INC	274184292001	10-office supplies- towels	Paid by EFT # 50028		11/29/2022	11/29/2022	12/09/2022		12/09/2022	36.99
6530 - Office Depot, INC	274184299001	10-office supplies- pad, perf, 8.5x11	Paid by EFT # 50028		11/29/2022	11/29/2022	12/09/2022		12/09/2022	6.96
								Account <b>52110 - Office Supplies</b> Totals	Invoice Transactions 4	<u>\$246.27</u>
Account <b>53120 - Special Legal Services</b>										
19660 - Bose McKinney & Evans, LLP	836895	10-legal services- Federally Funded Projects	Paid by EFT # 49913		11/29/2022	11/29/2022	12/09/2022		12/09/2022	3,000.00
19660 - Bose McKinney & Evans, LLP	837077	10-legal services annexation remonstrances Oct 2022	Paid by EFT # 49913		11/29/2022	11/29/2022	12/09/2022		12/09/2022	6,480.15
608 - Krieg Devault, LLP	532894	10-legal services retainer agreement Oct 22	Paid by EFT # 49994		11/29/2022	11/29/2022	12/09/2022		12/09/2022	2,500.00
7855 - Veritext LLC	6185525	10-transcription services -11/3/22	Paid by EFT # 50095		11/29/2022	11/29/2022	12/09/2022		12/09/2022	421.35
								Account <b>53120 - Special Legal Services</b> Totals	Invoice Transactions 4	<u>\$12,401.50</u>
								Program <b>100000 - Main</b> Totals	Invoice Transactions 8	<u>\$12,647.77</u>
								Department <b>10 - Legal</b> Totals	Invoice Transactions 8	<u>\$12,647.77</u>
Department <b>11 - Mayor's Office</b>										
Program <b>110000 - Main</b>										
Account <b>53940 - Temporary Contractual Employee</b>										
203 - INDIANA UNIVERSITY	91477923	11 -Service Corp-L. Mercho-AY 2022-2023 WS Charges	Paid by Check # 76502		11/29/2022	11/29/2022	12/09/2022		12/09/2022	1,625.00
								Account <b>53940 - Temporary Contractual Employee</b> Totals	Invoice Transactions 1	<u>\$1,625.00</u>
Account <b>53990 - Other Services and Charges</b>										
8039 - AJ Capital Fund II Program TRS (Graduate Hotel)	102122Deposit	11 -Deposit for Graduate: Big 10 Cities Managers Meeting 2023	Paid by Check # 76492		11/29/2022	11/29/2022	12/09/2022		12/09/2022	500.00
								Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions 1	<u>\$500.00</u>
								Program <b>110000 - Main</b> Totals	Invoice Transactions 2	<u>\$2,125.00</u>
								Department <b>11 - Mayor's Office</b> Totals	Invoice Transactions 2	<u>\$2,125.00</u>



# Board of Public Works Claim Register

Invoice Date Range 11/24/22 - 12/09/22

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<b>Fund 101 - General Fund (S0101)</b>										
Department <b>12 - Human Resources</b>										
Program <b>120000 - Main</b>										
Account <b>53320 - Advertising</b>										
6891 - Gatehouse Media Indiana Holdings	0005007683	12-HT Job Ads-City-October 2022	Paid by EFT # 49959		11/29/2022	11/29/2022	12/09/2022		12/09/2022	983.66
							Account <b>53320 - Advertising</b> Totals	Invoice Transactions 1		<u>\$983.66</u>
							Program <b>120000 - Main</b> Totals	Invoice Transactions 1		<u>\$983.66</u>
							Department <b>12 - Human Resources</b> Totals	Invoice Transactions 1		<u>\$983.66</u>
Department <b>13 - Planning</b>										
Program <b>130000 - Main</b>										
Account <b>53230 - Travel</b>										
6794 - Ryan Clemens	MPOCONF-100622	13-Travel Reimb. + per diem-MPO Conf-KY-10/4-10/6/22	Paid by EFT # 49928		11/29/2022	11/29/2022	12/09/2022		12/09/2022	618.60
							Account <b>53230 - Travel</b> Totals	Invoice Transactions 1		<u>\$618.60</u>
Account <b>53990 - Other Services and Charges</b>										
5444 - Tyler Technologies, INC	025-400544	13 - Change Order - Additional Data Conversion	Paid by EFT # 50091		11/29/2022	11/29/2022	12/09/2022		12/09/2022	1,687.50
							Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions 1		<u>\$1,687.50</u>
							Program <b>130000 - Main</b> Totals	Invoice Transactions 2		<u>\$2,306.10</u>
							Department <b>13 - Planning</b> Totals	Invoice Transactions 2		<u>\$2,306.10</u>
Department <b>19 - Facilities Maintenance</b>										
Program <b>190000 - Main</b>										
Account <b>52310 - Building Materials and Supplies</b>										
409 - Black Lumber Co. INC	524296	19 - Mason blades	Paid by EFT # 49907		11/29/2022	11/29/2022	12/09/2022		12/09/2022	11.96
4574 - John Deere Financial f.s.b. (Rural King)	96832	19s-Rags & Drum liners for PW Facilities	Paid by Check # 76504		11/29/2022	11/29/2022	12/09/2022		12/09/2022	145.90
395 - Kirby Risk Corp	S112275212.001	19-(4)Electronic Ballast for stock - Facilities	Paid by EFT # 49990		11/29/2022	11/29/2022	12/09/2022		12/09/2022	199.90
							Account <b>52310 - Building Materials and Supplies</b> Totals	Invoice Transactions 3		<u>\$357.76</u>
Account <b>52430 - Uniforms and Tools</b>										
19171 - Aramark Uniform & Career Apparel Group, INC	4080035749	19- Uniforms for Facility Employees for 11/17/2022	Paid by EFT # 49900		11/29/2022	11/29/2022	12/09/2022		12/09/2022	30.84
19171 - Aramark Uniform & Career Apparel Group, INC	4080034589	19- Uniforms for Facility Employees- 11/10/22	Paid by EFT # 49900		11/29/2022	11/29/2022	12/09/2022		12/09/2022	30.84
							Account <b>52430 - Uniforms and Tools</b> Totals	Invoice Transactions 2		<u>\$61.68</u>
Account <b>53610 - Building Repairs</b>										
321 - Harrell Fish, INC (HFI)	W84614	19-SA Repair of Cooling Tower @ City Hall	Paid by EFT # 49968		11/29/2022	11/29/2022	12/09/2022		12/09/2022	285.00



# Board of Public Works Claim Register

Invoice Date Range 11/24/22 - 12/09/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>										
Department <b>19 - Facilities Maintenance</b>										
Program <b>190000 - Main</b>										
Account <b>53610 - Building Repairs</b>										
321 - Harrell Fish, INC (HFI)	C011863	19-SA Quarterly Planned Maintenance @ City Hall-Nov 2022	Paid by EFT # 49968		11/29/2022	11/29/2022	12/09/2022		12/09/2022	2,027.00
							Account <b>53610 - Building Repairs</b> Totals	Invoice Transactions 2		<u>\$2,312.00</u>
							Program <b>190000 - Main</b> Totals	Invoice Transactions 7		<u>\$2,731.44</u>
							Department <b>19 - Facilities Maintenance</b> Totals	Invoice Transactions 7		<u>\$2,731.44</u>
Department <b>28 - ITS</b>										
Program <b>280000 - Main</b>										
Account <b>52420 - Other Supplies</b>										
5819 - Synchrony Bank	839377989687	28 - SeonFook 10pcs Pentagon Head Set	Paid by EFT # 50075		11/29/2022	11/29/2022	12/09/2022		12/09/2022	10.99
							Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 1		<u>\$10.99</u>
Account <b>53210 - Telephone</b>										
7312 - Thryv, INC(DexYP)	800356169-110122	28 - COB Yellow pages listing Sep 2022-Feb 2024	Paid by EFT # 50086		11/29/2022	11/29/2022	12/09/2022		12/09/2022	1,300.80
7312 - Thryv, INC(DexYP)	800356169-100122	28 - COB Yellow pages listing Oct 2022	Paid by EFT # 50086		11/29/2022	11/29/2022	12/09/2022		12/09/2022	81.30
7312 - Thryv, INC(DexYP)	800356169-090122	28 - COB Yellow pages listing Sep 2022	Paid by EFT # 50086		11/29/2022	11/29/2022	12/09/2022		12/09/2022	81.30
1079 - AT&T	812339226110-22	28-phone charges 9/20-10/19/22-#812 339-2261 261 1	Paid by Check # 76491		11/30/2022	11/30/2022	11/30/2022		11/30/2022	6,273.65
1079 - AT&T	812339226109-22	28-phone chares 8/20-9/19/22-#812 339-2261 261 1	Edit		12/07/2022	12/07/2022	12/07/2022			6,374.47
							Account <b>53210 - Telephone</b> Totals	Invoice Transactions 5		<u>\$14,111.52</u>
Account <b>53910 - Dues and Subscriptions</b>										
4622 - Momentive INC.	INV-SM-00040980	28 - Power User Bundle annual subscription 10/30/22-10/29/23	Paid by EFT # 50014		11/29/2022	11/29/2022	12/09/2022		12/09/2022	7,000.00
							Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice Transactions 1		<u>\$7,000.00</u>
Account <b>53980 - Community Access TV/Radio</b>										
64 - Monroe County Public Library	CATS-100522	25 - 2022 Cable Access Television Services (CATS)-Oct-Dec 2022	Paid by EFT # 50016		11/29/2022	11/29/2022	12/09/2022		12/09/2022	113,951.75
							Account <b>53980 - Community Access TV/Radio</b> Totals	Invoice Transactions 1		<u>\$113,951.75</u>



# Board of Public Works Claim Register

Invoice Date Range 11/24/22 - 12/09/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>										
Department <b>28 - ITS</b>										
Program <b>280000 - Main</b>										
Account <b>54420 - Purchase of Equipment</b>										
5534 - Presidio Holdings, INC	6013522003714	28 - Network Refresh Core Catalyst 9300 2 x 40GE Network Module	Paid by EFT # 50035		11/29/2022	11/29/2022	12/09/2022		12/09/2022	1,402.63
5534 - Presidio Holdings, INC	6013522004090	28 - Network Refresh Core 10GBASE-LR SFP Modules	Paid by EFT # 50035		11/29/2022	11/29/2022	12/09/2022		12/09/2022	11,484.50
5534 - Presidio Holdings, INC	6013522004221	28 - Network Refresh Core QSFP 40GBASE-LR4 Trnscvr	Paid by EFT # 50035		11/29/2022	11/29/2022	12/09/2022		12/09/2022	14,773.30
5534 - Presidio Holdings, INC	6013522004369	28 - Network Refresh Core 3M Type 3 Stacking Cables	Paid by EFT # 50035		11/29/2022	11/29/2022	12/09/2022		12/09/2022	610.84
5534 - Presidio Holdings, INC	6013522004616	28 - Network Refresh Core Cisco Catalyst 3560-CX	Paid by EFT # 50035		11/29/2022	11/29/2022	12/09/2022		12/09/2022	6,087.18
5819 - Synchrony Bank	769897475559	28 - Logitech M510 Wireless Mice	Paid by EFT # 50075		11/29/2022	11/29/2022	12/09/2022		12/09/2022	229.90
5819 - Synchrony Bank	454795784594	28 - C14 to C13 power cords	Paid by EFT # 50075		11/29/2022	11/29/2022	12/09/2022		12/09/2022	159.80
							<b>Account 54420 - Purchase of Equipment Totals</b>		Invoice Transactions 7	<u>\$34,748.15</u>
							<b>Program 280000 - Main Totals</b>		Invoice Transactions 15	<u>\$169,822.41</u>
							<b>Department 28 - ITS Totals</b>		Invoice Transactions 15	<u>\$169,822.41</u>
							<b>Fund 101 - General Fund (S0101) Totals</b>		Invoice Transactions 77	<u>\$219,989.39</u>
<b>Fund 103 - Restricted Donations(ord 05-17)</b>										
Department <b>06 - Controller's Office</b>										
Program <b>400101 - Animal Medical Services</b>										
Account <b>53130 - Medical</b>										
3929 - IDEXX Laboratories, INC	1022165023	01-Diagnostic Lab Tests	Paid by EFT # 49974		11/29/2022	11/29/2022	12/09/2022		12/09/2022	714.73
54639 - Shake Veterinary Services, INC (Town & Country Vet	186183	01-Spay/Neuter & Other Surgeries	Paid by EFT # 50057		11/29/2022	11/29/2022	12/09/2022		12/09/2022	1,368.08
54639 - Shake Veterinary Services, INC (Town & Country Vet	186844	01-Adjustment to Account-payment by foster family	Paid by EFT # 50057		11/29/2022	11/29/2022	12/09/2022		12/09/2022	(85.10)
							<b>Account 53130 - Medical Totals</b>		Invoice Transactions 3	<u>\$1,997.71</u>
							<b>Program 400101 - Animal Medical Services Totals</b>		Invoice Transactions 3	<u>\$1,997.71</u>
Program <b>400102 - Animal Supplies</b>										
Account <b>52210 - Institutional Supplies</b>										
7508 - Elanco US INC	6001159966	01-Claro Otic Solution	Paid by EFT # 49946		11/29/2022	11/29/2022	12/09/2022		12/09/2022	172.66



# Board of Public Works Claim Register

Invoice Date Range 11/24/22 - 12/09/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 103 - Restricted Donations(ord 05-17)</b>										
Department <b>06 - Controller's Office</b>										
Program <b>400102 - Animal Supplies</b>										
Account <b>52210 - Institutional Supplies</b>										
313 - Fastenal Company	INBLM229880	01-Cleaning Supplies- Scrub brush	Paid by EFT # 49954		11/29/2022	11/29/2022	12/09/2022		12/09/2022	37.36
313 - Fastenal Company	INBLM229780	01-Cleaning Supplies- trash liners	Paid by EFT # 49954		11/29/2022	11/29/2022	12/09/2022		12/09/2022	52.44
313 - Fastenal Company	INBLM229851	01-Cleaning Supplies- brush heads	Paid by EFT # 49954		11/29/2022	11/29/2022	12/09/2022		12/09/2022	89.15
4574 - John Deere Financial f.s.b. (Rural King)	112116	01-litter-50 40lb bags pellet bedding	Paid by Check # 76504		11/29/2022	11/29/2022	12/09/2022		12/09/2022	274.50
4633 - Midwest Veterinary Supply, INC	18098864-050	01-Veterinary Supplies	Paid by EFT # 50011		11/29/2022	11/29/2022	12/09/2022		12/09/2022	76.25
4633 - Midwest Veterinary Supply, INC	18064674-050	01-Vet Supplies gloves, syringes	Paid by EFT # 50011		11/29/2022	11/29/2022	12/09/2022		12/09/2022	122.65
4633 - Midwest Veterinary Supply, INC	18098864-000	01-Vet Supplies	Paid by EFT # 50011		11/29/2022	11/29/2022	12/09/2022		12/09/2022	193.66
4633 - Midwest Veterinary Supply, INC	18064674-000	01-Vet Supplies antibiotics, antiparasitics	Paid by EFT # 50011		11/29/2022	11/29/2022	12/09/2022		12/09/2022	471.34
4666 - Zoetis, INC	9018521733	01-Vaccinations	Paid by Check # 76516		11/29/2022	11/29/2022	12/09/2022		12/09/2022	408.00
							Account <b>52210 - Institutional Supplies</b> Totals	Invoice Transactions	10	<u>\$1,898.01</u>
							Program <b>400102 - Animal Supplies</b> Totals	Invoice Transactions	10	<u>\$1,898.01</u>
							Department <b>06 - Controller's Office</b> Totals	Invoice Transactions	13	<u>\$3,895.72</u>
							Fund <b>103 - Restricted Donations(ord 05-17)</b> Totals	Invoice Transactions	13	<u>\$3,895.72</u>
<b>Fund 176 - ARPA Local Fiscal Recvry (S9512)</b>										
Department <b>04 - Economic &amp; Sustainable Dev</b>										
Program <b>G21005 - ARPA COVID Local Fiscal Recovery</b>										
Account <b>53960 - Grants</b>										
8075 - IFF (IFF Real Estate Services LLC)	INV-001763- DRAFT	04-SEEL Program - Facility Energy Assessments	Paid by EFT # 49975		11/29/2022	11/29/2022	12/09/2022		12/09/2022	2,557.50
700 - Stone Belt ARC, INC	GRANT-102122	04-SEEL Grant - Stone Belt ARC, Inc.	Paid by EFT # 50073		11/29/2022	11/29/2022	12/09/2022		12/09/2022	10,000.00
8423 - Angela Sturdevant	REBATE- 101122	04-BGHIP Rebate - A Sturdevant	Paid by EFT # 50074		11/29/2022	11/29/2022	12/09/2022		12/09/2022	1,000.00
7932 - Tandem Community Birth Center and PostPartum House	GRANT-111322	04-SEEL Grant - Tandem Community Birth Center	Paid by EFT # 50079		11/29/2022	11/29/2022	12/09/2022		12/09/2022	10,000.00
2902 - WFHB Bloomington Community Radio, INC	GRANT-102422	04- SEEL Grant - WFHB Bloomington Community Radio	Paid by EFT # 50100		11/29/2022	11/29/2022	12/09/2022		12/09/2022	10,000.00



# Board of Public Works Claim Register

Invoice Date Range 11/24/22 - 12/09/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>176 - ARPA Local Fiscal Recvry (S9512)</b>										
Department <b>04 - Economic &amp; Sustainable Dev</b>										
Program <b>G21005 - ARPA COVID Local Fiscal Recovery</b>										
Account <b>53960 - Grants</b>										
421 - Centerstone Of Indiana, INC	BPW1022	04: Brighton Btown DPW labor funding- October 2022	Paid by EFT # 49922		11/29/2022	11/29/2022	12/09/2022		12/09/2022	16,675.71
							Account <b>53960 - Grants</b> Totals	Invoice Transactions	6	\$50,233.21
							Program <b>G21005 - ARPA COVID Local Fiscal Recovery</b> Totals	Invoice Transactions	6	\$50,233.21
							Department <b>04 - Economic &amp; Sustainable Dev</b> Totals	Invoice Transactions	6	\$50,233.21
							Fund <b>176 - ARPA Local Fiscal Recvry (S9512)</b> Totals	Invoice Transactions	6	\$50,233.21
Fund <b>312 - Community Services</b>										
Department <b>09 - CFRD</b>										
Program <b>090002 - Com Serv - MLK Comm</b>										
Account <b>53990 - Other Services and Charges</b>										
4123 - Central Indiana Interpreting Service	110722-CC	09-ASL Interpreting for Gather Round the Table 2022 event	Paid by EFT # 49923		11/29/2022	11/29/2022	12/09/2022		12/09/2022	379.37
							Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions	1	\$379.37
							Program <b>090002 - Com Serv - MLK Comm</b> Totals	Invoice Transactions	1	\$379.37
Program <b>090004 - Com Serv- Accessibility</b>										
Account <b>53990 - Other Services and Charges</b>										
199 - Monroe County Government	E15725	09-Gather Round the Table Rental, IT, and Catering Fees	Paid by EFT # 50015		11/29/2022	11/29/2022	12/09/2022		12/09/2022	2,574.02
							Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions	1	\$2,574.02
							Program <b>090004 - Com Serv- Accessibility</b> Totals	Invoice Transactions	1	\$2,574.02
Program <b>090016 - Com Serv - Safe &amp; Civil</b>										
Account <b>52420 - Other Supplies</b>										
4549 - Kroger Limited Partnership I	067611	09-Snacks and Drinks for Young Women's Leadership Summit	Paid by Check # 76506		11/29/2022	11/29/2022	12/09/2022		12/09/2022	40.37
							Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions	1	\$40.37
							Program <b>090016 - Com Serv - Safe &amp; Civil</b> Totals	Invoice Transactions	1	\$40.37
							Department <b>09 - CFRD</b> Totals	Invoice Transactions	3	\$2,993.76
							Fund <b>312 - Community Services</b> Totals	Invoice Transactions	3	\$2,993.76





# Board of Public Works Claim Register

Invoice Date Range 11/24/22 - 12/09/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 401 - Non-Reverting Telecom (S1146)</b>										
Department <b>25 - Telecommunications</b>										
Program <b>254000 - Infrastructure</b>										
Account <b>54450 - Equipment</b>										
5819 - Synchrony Bank	569864683473	25 - CAPR Monitor	Paid by EFT # 50075		11/29/2022	11/29/2022	12/09/2022		12/09/2022	483.13
							Account <b>54450 - Equipment</b> Totals	Invoice Transactions	1	<u>\$483.13</u>
							Program <b>254000 - Infrastructure</b> Totals	Invoice Transactions	1	<u>\$483.13</u>
							Department <b>25 - Telecommunications</b> Totals	Invoice Transactions	1	<u>\$483.13</u>
							Fund <b>401 - Non-Reverting Telecom (S1146)</b> Totals	Invoice Transactions	1	<u>\$483.13</u>
<b>Fund 450 - Local Road and Street(S0706)</b>										
Department <b>20 - Street</b>										
Program <b>200000 - Main</b>										
Account <b>53520 - Street Lights / Traffic Signals</b>										
223 - Duke Energy	P3583464601	20-Outdoor Lighting Service Agr Equip Costs for Phase 1 Showers	Paid by Check # 76494		11/29/2022	11/29/2022	12/09/2022		12/09/2022	136,831.94
223 - Duke Energy	P3659442001	20-Outdoor Lighting Service Agr Equip Costs for Phase 2 Showers	Paid by Check # 76494		11/29/2022	11/29/2022	12/09/2022		12/09/2022	118,844.60
223 - Duke Energy	9101202346211 122	02-W. 12th & N. Lindberg -elec. chgs 10/21-11/18/22	Edit		12/07/2022	12/07/2022	12/07/2022			4.49
223 - Duke Energy	9101210055171 122	02-N. Blair Ave-walkway elec chgs-10/21-11/18/22	Edit		12/07/2022	12/07/2022	12/07/2022			4.24
223 - Duke Energy	9101201301111 122	02-Illinois St/Illinois Ct- elec chgs 10/21-11/18/22	Edit		12/07/2022	12/07/2022	12/07/2022			8.27
223 - Duke Energy	9101212101561 122	02-Rogers Rd Sidepath- elec chgs 10/18-11/15/22	Edit		12/07/2022	12/07/2022	12/07/2022			11.90
223 - Duke Energy	9101227850391 122	02-W 11th (Fairview & Fountain)-elec chgs 10/21-11/18/22	Edit		12/07/2022	12/07/2022	12/07/2022			54.11
223 - Duke Energy	9101228025381 122	02- Gray/Lemon/Fountain- elec chgs-10/21-11/18/22	Edit		12/07/2022	12/07/2022	12/07/2022			26.24
							Account <b>53520 - Street Lights / Traffic Signals</b> Totals	Invoice Transactions	8	<u>\$255,785.79</u>
							Program <b>200000 - Main</b> Totals	Invoice Transactions	8	<u>\$255,785.79</u>
							Department <b>20 - Street</b> Totals	Invoice Transactions	8	<u>\$255,785.79</u>
							Fund <b>450 - Local Road and Street(S0706)</b> Totals	Invoice Transactions	8	<u>\$255,785.79</u>





# Board of Public Works Claim Register

Invoice Date Range 11/24/22 - 12/09/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
<b>Fund 451 - Motor Vehicle Highway(S0708)</b>											
Department <b>20 - Street</b>											
Program <b>200000 - Main</b>											
Account <b>52210 - Institutional Supplies</b>											
313 - Fastenal Company	INBLM229734	20-Safety Supplies for Crews	Paid by EFT # 49954		11/29/2022	11/29/2022	12/09/2022		12/09/2022	163.86	
15449 - Rosen & Rosen Industries (R&R Industries)	634013	20-Safety Vests for Crews	Paid by EFT # 50050		11/29/2022	11/29/2022	12/09/2022		12/09/2022	411.80	
									Account <b>52210 - Institutional Supplies</b> Totals	Invoice Transactions 2	<u>\$575.66</u>
Account <b>52310 - Building Materials and Supplies</b>											
355 - South Central GWB Company, INC	4060843	20-Honeywell air filter replacement	Paid by EFT # 50066		11/29/2022	11/29/2022	12/09/2022		12/09/2022	44.03	
									Account <b>52310 - Building Materials and Supplies</b> Totals	Invoice Transactions 1	<u>\$44.03</u>
Account <b>53130 - Medical</b>											
231 - IU Health OCC Health Services	00137798-00	20-T. Brewer-DS DOT 5 Panel E Screen-10/31/22	Paid by EFT # 49985		11/29/2022	11/29/2022	12/09/2022		12/09/2022	50.00	
231 - IU Health OCC Health Services	00137800-00	20-A. Johnson-DS DOT 5 Panel E Screen-10/31/22	Paid by EFT # 49985		11/29/2022	11/29/2022	12/09/2022		12/09/2022	50.00	
231 - IU Health OCC Health Services	00137801-00	20-H. Kinser-DS DOT 5 Panel E Screen-10/31/22	Paid by EFT # 49985		11/29/2022	11/29/2022	12/09/2022		12/09/2022	50.00	
									Account <b>53130 - Medical</b> Totals	Invoice Transactions 3	<u>\$150.00</u>
Account <b>53150 - Communications Contract</b>											
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	0000447057	20-Two-way Radio Services-November 2022	Paid by EFT # 49948		11/29/2022	11/29/2022	12/09/2022		12/09/2022	2,321.25	
									Account <b>53150 - Communications Contract</b> Totals	Invoice Transactions 1	<u>\$2,321.25</u>
Account <b>53220 - Postage</b>											
7815 - A&M Graphics (Baugh Fine Print and Mailing)	29315	20-Printing & Mailing of 2022 Leafing Cards & Printing of 2022 L	Paid by EFT # 49892		11/29/2022	11/29/2022	12/09/2022		12/09/2022	3,279.22	
									Account <b>53220 - Postage</b> Totals	Invoice Transactions 1	<u>\$3,279.22</u>
Account <b>53310 - Printing</b>											
7815 - A&M Graphics (Baugh Fine Print and Mailing)	29315	20-Printing & Mailing of 2022 Leafing Cards & Printing of 2022 L	Paid by EFT # 49892		11/29/2022	11/29/2022	12/09/2022		12/09/2022	1,925.32	
									Account <b>53310 - Printing</b> Totals	Invoice Transactions 1	<u>\$1,925.32</u>
Account <b>53920 - Laundry and Other Sanitation Services</b>											
19171 - Aramark Uniform & Career Apparel Group, INC	4080023137	20-uniform rental (minus payroll ded)-9/7/22	Paid by EFT # 49900		11/29/2022	11/29/2022	12/09/2022		12/09/2022	9.87	



# Board of Public Works Claim Register

Invoice Date Range 11/24/22 - 12/09/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
<b>Fund 451 - Motor Vehicle Highway(S0708)</b>											
Department <b>20 - Street</b>											
Program <b>200000 - Main</b>											
Account <b>53920 - Laundry and Other Sanitation Services</b>											
19171 - Aramark Uniform & Career Apparel Group, INC	4080025518	20-uniform rental (minus payroll ded)-9/21/22	Paid by EFT # 49900		11/29/2022	11/29/2022	12/09/2022		12/09/2022	8.71	
19171 - Aramark Uniform & Career Apparel Group, INC	4080027878	20-uniform rental (minus payroll ded)-10/5/22	Paid by EFT # 49900		11/29/2022	11/29/2022	12/09/2022		12/09/2022	11.02	
19171 - Aramark Uniform & Career Apparel Group, INC	4080030612	20-uniform rental (minus payroll ded)-10/19/22	Paid by EFT # 49900		11/29/2022	11/29/2022	12/09/2022		12/09/2022	11.23	
19171 - Aramark Uniform & Career Apparel Group, INC	4080031792	20-uniform rental (minus payroll ded)-10/26/22	Paid by EFT # 49900		11/29/2022	11/29/2022	12/09/2022		12/09/2022	11.23	
19171 - Aramark Uniform & Career Apparel Group, INC	4080033309	20-uniform rental (minus payroll ded)-11/2/22	Paid by EFT # 49900		11/29/2022	11/29/2022	12/09/2022		12/09/2022	11.23	
19171 - Aramark Uniform & Career Apparel Group, INC	4080034258	20-uniform rental (minus payroll ded)-11/9/22	Paid by EFT # 49900		11/29/2022	11/29/2022	12/09/2022		12/09/2022	11.23	
19171 - Aramark Uniform & Career Apparel Group, INC	4080034259	20-mat/towel service-11/9/22	Paid by EFT # 49900		11/29/2022	11/29/2022	12/09/2022		12/09/2022	34.28	
19171 - Aramark Uniform & Career Apparel Group, INC	4080035439	20-uniform rental (minus payroll ded)-11/16/22	Paid by EFT # 49900		11/29/2022	11/29/2022	12/09/2022		12/09/2022	7.03	
19171 - Aramark Uniform & Career Apparel Group, INC	4080035440	20-mat/towel service-11/16/22	Paid by EFT # 49900		11/29/2022	11/29/2022	12/09/2022		12/09/2022	34.28	
19171 - Aramark Uniform & Career Apparel Group, INC	4080029434	20-uniform rental (minus payroll ded)-10/12/22	Paid by EFT # 49900		11/29/2022	11/29/2022	12/09/2022		12/09/2022	11.02	
								Account <b>53920 - Laundry and Other Sanitation Services</b> Totals		Invoice Transactions 11	<u>\$161.13</u>
Account <b>53990 - Other Services and Charges</b>											
902 - Indiana Underground Plant Protection Service, INC	101283	20-Line Locate Services October 2022	Paid by EFT # 49981		11/29/2022	11/29/2022	12/09/2022		12/09/2022	757.15	
4780 - TraffTech, INC	1994	20-Yearly Square Maintenance Program on Sign Cutter	Paid by EFT # 50089		11/29/2022	11/29/2022	12/09/2022		12/09/2022	1,550.00	
								Account <b>53990 - Other Services and Charges</b> Totals		Invoice Transactions 2	<u>\$2,307.15</u>
								Program <b>200000 - Main</b> Totals		Invoice Transactions 22	<u>\$10,763.76</u>
								Department <b>20 - Street</b> Totals		Invoice Transactions 22	<u>\$10,763.76</u>
								Fund <b>451 - Motor Vehicle Highway(S0708)</b> Totals		Invoice Transactions 22	<u>\$10,763.76</u>



# Board of Public Works Claim Register

Invoice Date Range 11/24/22 - 12/09/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
<b>Fund 452 - Parking Facilities(S9502)</b>											
Department <b>26 - Parking</b>											
Program <b>260000 - Main</b>											
Account <b>43160 - Lot/Garage Leases - Annual</b>											
Juston Olson	REFUND OLSON	26-Parked moved out of apartment. Did not park for 4 months	Paid by Check # 76524		11/29/2022	11/29/2022	12/09/2022		12/09/2022	428.00	
								Account <b>43160 - Lot/Garage Leases - Annual</b> Totals		Invoice Transactions 1	<u>428.00</u>
Account <b>52340 - Other Repairs and Maintenance</b>											
3397 - Evens Time, INC	19050	26-4th St Garage Open/Full Signs	Paid by EFT # 49951		11/29/2022	11/29/2022	12/09/2022		12/09/2022	4,007.14	
								Account <b>52340 - Other Repairs and Maintenance</b> Totals		Invoice Transactions 1	<u>4,007.14</u>
Account <b>52430 - Uniforms and Tools</b>											
3588 - Cintas Corporation (Cintas #529 EFT Vendor)	1903349711	26- Uniforms for Employees	Paid by EFT # 49926		11/29/2022	11/29/2022	12/09/2022		12/09/2022	279.08	
								Account <b>52430 - Uniforms and Tools</b> Totals		Invoice Transactions 1	<u>279.08</u>
Account <b>53610 - Building Repairs</b>											
3397 - Evens Time, INC	19145	26- SA-4th St Garage-repair broken gate arm-10/31/22	Paid by EFT # 49951		11/29/2022	11/29/2022	12/09/2022		12/09/2022	605.99	
392 - Koorsen Fire & Security, INC	IN00248657	26-SA-Morton St Garage Alarm Monitoring-11/1/22 to 01/31/2023	Paid by EFT # 49993		11/29/2022	11/29/2022	12/09/2022		12/09/2022	150.00	
392 - Koorsen Fire & Security, INC	IN00248768	26-SA-4th St Garage-Qrtly Billing-11/1/22-1/31/23	Paid by EFT # 49993		11/29/2022	11/29/2022	12/09/2022		12/09/2022	120.00	
392 - Koorsen Fire & Security, INC	IN00248769	26-SA-Trades Garage-Qrtly Billing 11/1/22-1/31/23	Paid by EFT # 49993		11/29/2022	11/29/2022	12/09/2022		12/09/2022	150.00	
								Account <b>53610 - Building Repairs</b> Totals		Invoice Transactions 4	<u>1,025.99</u>
Account <b>53840 - Lease Payments</b>											
512 - 7th & Walnut , LLC	RENT-JAN 2023	26-Walnut St Garage-January 2023 garage rent	Paid by EFT # 49890		11/29/2022	11/29/2022	12/09/2022		12/09/2022	17,824.79	
3887 - Mercury Development Group, LLC	283	26-Morton St Garage-January 2023 garage rent06-	Paid by EFT # 50009		11/29/2022	11/29/2022	12/09/2022		12/09/2022	38,035.85	
								Account <b>53840 - Lease Payments</b> Totals		Invoice Transactions 2	<u>55,860.64</u>
								Program <b>260000 - Main</b> Totals		Invoice Transactions 9	<u>61,600.85</u>
								Department <b>26 - Parking</b> Totals		Invoice Transactions 9	<u>61,600.85</u>
								Fund <b>452 - Parking Facilities(S9502)</b> Totals		Invoice Transactions 9	<u>61,600.85</u>



# Board of Public Works Claim Register

Invoice Date Range 11/24/22 - 12/09/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 454 - Alternative Transport(S6301)</b>										
Department <b>02 - Public Works</b>										
Program <b>020000 - Main</b>										
Account <b>46060 - Other Violations</b>										
Debra Coll	REFUND COLL	26-Customer mailed in \$300, \$180 was to us, \$120 was on collect	Paid by Check # 76518		11/29/2022	11/29/2022	12/09/2022		12/09/2022	80.00
James Lane	REFUND LANE	26-customer mailed check for \$180, only owed \$90	Paid by Check # 76520		11/29/2022	11/29/2022	12/09/2022		12/09/2022	90.00
							Account <b>46060 - Other Violations</b> Totals		Invoice Transactions 2	<u>\$170.00</u>
							Program <b>020000 - Main</b> Totals		Invoice Transactions 2	<u>\$170.00</u>
							Department <b>02 - Public Works</b> Totals		Invoice Transactions 2	<u>\$170.00</u>
							Fund <b>454 - Alternative Transport(S6301)</b> Totals		Invoice Transactions 2	<u>\$170.00</u>
<b>Fund 455 - Parking Meter Fund(S2141)</b>										
Department <b>26 - Parking</b>										
Program <b>260000 - Main</b>										
Account <b>52110 - Office Supplies</b>										
5819 - Synchrony Bank	839696685859	26-lead for pencil	Paid by EFT # 50075		11/29/2022	11/29/2022	12/09/2022		12/09/2022	2.99
							Account <b>52110 - Office Supplies</b> Totals		Invoice Transactions 1	<u>\$2.99</u>
Account <b>52340 - Other Repairs and Maintenance</b>										
5819 - Synchrony Bank	755983646939	26-storage boxes for parkmobile labels	Paid by EFT # 50075		11/29/2022	11/29/2022	12/09/2022		12/09/2022	47.88
5819 - Synchrony Bank	798864878645	26-label maker for parking	Paid by EFT # 50075		11/29/2022	11/29/2022	12/09/2022		12/09/2022	54.99
							Account <b>52340 - Other Repairs and Maintenance</b> Totals		Invoice Transactions 2	<u>\$102.87</u>
Account <b>52420 - Other Supplies</b>										
651 - Engraving & Stamp Center, INC	41216	26-void and warning ticket stamps	Paid by EFT # 49949		11/29/2022	11/29/2022	12/09/2022		12/09/2022	53.45
394 - Kleindorfer Hardware & Variety	748617	26- AAA Batteries, pail, lid	Paid by EFT # 49991		11/29/2022	11/29/2022	12/09/2022		12/09/2022	25.87
394 - Kleindorfer Hardware & Variety	748719	26- gloves, toe ware, meca warehouse	Paid by EFT # 49991		11/29/2022	11/29/2022	12/09/2022		12/09/2022	20.21
							Account <b>52420 - Other Supplies</b> Totals		Invoice Transactions 3	<u>\$99.53</u>
Account <b>53150 - Communications Contract</b>										
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	0000436714	26-radio contract close out payment-3/1/22 to 6/23/22	Paid by EFT # 49948		11/29/2022	11/29/2022	12/09/2022		12/09/2022	3,119.04
4264 - IPS Group, INC	INV77710	26-meter bank and communication fees- Oct 2022	Paid by EFT # 49983		11/29/2022	11/29/2022	12/09/2022		12/09/2022	9,156.25
							Account <b>53150 - Communications Contract</b> Totals		Invoice Transactions 2	<u>\$12,275.29</u>



# Board of Public Works Claim Register

Invoice Date Range 11/24/22 - 12/09/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 455 - Parking Meter Fund(S2141)</b>										
Department <b>26 - Parking</b>										
Program <b>260000 - Main</b>										
Account <b>53310 - Printing</b>										
53984 - Dri-Stick Decal Corp. (Rydin Decal)	398989	26-2023 Parking permits cfc - mill dt temp	Paid by EFT # 49939		11/29/2022	11/29/2022	12/09/2022		12/09/2022	1,002.14
5819 - Synchrony Bank	556658577384	26-boxes for end of year records storage	Paid by EFT # 50075		11/29/2022	11/29/2022	12/09/2022		12/09/2022	110.92
								Account <b>53310 - Printing</b> Totals	Invoice Transactions 2	<u>\$1,113.06</u>
Account <b>53830 - Bank Charges</b>										
4264 - IPS Group, INC	INV77710	26-meter bank and communication fees-Oct 2022	Paid by EFT # 49983		11/29/2022	11/29/2022	12/09/2022		12/09/2022	4,971.59
								Account <b>53830 - Bank Charges</b> Totals	Invoice Transactions 1	<u>\$4,971.59</u>
Account <b>53990 - Other Services and Charges</b>										
53442 - Paragon Micro, INC	S3391161	26-Cables for laptop and dock for team leaders computer	Paid by EFT # 50029		11/29/2022	11/29/2022	12/09/2022		12/09/2022	237.99
								Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions 1	<u>\$237.99</u>
								Program <b>260000 - Main</b> Totals	Invoice Transactions 12	<u>\$18,803.32</u>
								Department <b>26 - Parking</b> Totals	Invoice Transactions 12	<u>\$18,803.32</u>
								Fund <b>455 - Parking Meter Fund(S2141)</b> Totals	Invoice Transactions 12	<u>\$18,803.32</u>
<b>Fund 523 - 2019 4th St Garage (S )</b>										
Department <b>06 - Controller's Office</b>										
Program <b>060000 - Main</b>										
Account <b>53830 - Bank Charges</b>										
4740 - Bank Of New York	252-2509587	06-Agent Fee-BLOOMTIR19A1-11/14/22-11/13/23	Paid by EFT # 49879		11/30/2022	11/30/2022	11/30/2022		11/30/2022	750.00
								Account <b>53830 - Bank Charges</b> Totals	Invoice Transactions 1	<u>\$750.00</u>
								Program <b>060000 - Main</b> Totals	Invoice Transactions 1	<u>\$750.00</u>
								Department <b>06 - Controller's Office</b> Totals	Invoice Transactions 1	<u>\$750.00</u>
								Fund <b>523 - 2019 4th St Garage (S )</b> Totals	Invoice Transactions 1	<u>\$750.00</u>



# Board of Public Works Claim Register

Invoice Date Range 11/24/22 - 12/09/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 524 - 2019 4th St Garage Tax (S )</b>										
Department <b>06 - Controller's Office</b>										
Program <b>060000 - Main</b>										
Account <b>53830 - Bank Charges</b>										
4740 - Bank Of New York	252-2509586	06-Agent Fee/Redemption NoticeFee-BLOOMTAX19A2-11/14/22-11/13/23	Paid by EFT # 49879		11/30/2022	11/30/2022	11/30/2022		11/30/2022	950.00
							Account <b>53830 - Bank Charges</b> Totals	Invoice Transactions 1		<u>\$950.00</u>
							Program <b>060000 - Main</b> Totals	Invoice Transactions 1		<u>\$950.00</u>
							Department <b>06 - Controller's Office</b> Totals	Invoice Transactions 1		<u>\$950.00</u>
							Fund <b>524 - 2019 4th St Garage Tax (S )</b> Totals	Invoice Transactions 1		<u>\$950.00</u>
<b>Fund 525 - 2019 Trades Garage (S )</b>										
Department <b>06 - Controller's Office</b>										
Program <b>060000 - Main</b>										
Account <b>53830 - Bank Charges</b>										
4740 - Bank Of New York	252-2509588	06-Agent Fee-BLOOMTIRB19B-11/14/22-11/13/23	Paid by EFT # 49879		11/30/2022	11/30/2022	11/30/2022		11/30/2022	750.00
							Account <b>53830 - Bank Charges</b> Totals	Invoice Transactions 1		<u>\$750.00</u>
							Program <b>060000 - Main</b> Totals	Invoice Transactions 1		<u>\$750.00</u>
							Department <b>06 - Controller's Office</b> Totals	Invoice Transactions 1		<u>\$750.00</u>
							Fund <b>525 - 2019 Trades Garage (S )</b> Totals	Invoice Transactions 1		<u>\$750.00</u>
<b>Fund 600 - Cumulative Cap Imprv(CIG)(S2379)</b>										
Department <b>02 - Public Works</b>										
Program <b>020000 - Main</b>										
Account <b>52330 - Street , Alley, and Sewer Material</b>										
334 - Irving Materials, INC	11222785	20-216 N Walnut-Concrete for sidewalks & ADA ramps	Paid by EFT # 49984		11/29/2022	11/29/2022	12/09/2022		12/09/2022	582.50
							Account <b>52330 - Street , Alley, and Sewer Material</b> Totals	Invoice Transactions 1		<u>\$582.50</u>
							Program <b>020000 - Main</b> Totals	Invoice Transactions 1		<u>\$582.50</u>
							Department <b>02 - Public Works</b> Totals	Invoice Transactions 1		<u>\$582.50</u>
							Fund <b>600 - Cumulative Cap Imprv(CIG)(S2379)</b> Totals	Invoice Transactions 1		<u>\$582.50</u>
<b>Fund 601 - Cumulative Capital Devlp(S2391)</b>										
Department <b>02 - Public Works</b>										
Program <b>020000 - Main</b>										
Account <b>52330 - Street , Alley, and Sewer Material</b>										
5149 - E&B Paving, INC	30048115	20-patching-Park Ridge East-10/26/22	Paid by EFT # 49941		11/29/2022	11/29/2022	12/09/2022		12/09/2022	145.08
19278 - Milestone Contractors, LP	152113	20-Asphalt for paving & patching	Paid by EFT # 50012		11/29/2022	11/29/2022	12/09/2022		12/09/2022	1,755.14



# Board of Public Works Claim Register

Invoice Date Range 11/24/22 - 12/09/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
<b>Fund 601 - Cumulative Capital Devlp(S2391)</b>											
Department <b>02 - Public Works</b>											
Program <b>020000 - Main</b>											
Account <b>52330 - Street , Alley, and Sewer Material</b>											
19278 - Milestone Contractors, LP	152659	20-Asphalt (Patching)	Paid by EFT # 50012		11/29/2022	11/29/2022	12/09/2022		12/09/2022	118.75	
								Account <b>52330 - Street , Alley, and Sewer Material</b> Totals		Invoice Transactions 3	\$2,018.97
Account <b>52420 - Other Supplies</b>											
409 - Black Lumber Co. INC	524141	20-Misc Supplies for crews	Paid by EFT # 49907		11/29/2022	11/29/2022	12/09/2022		12/09/2022	74.88	
409 - Black Lumber Co. INC	524835	20-Misc Supplies for crews-locking pliers	Paid by EFT # 49907		11/29/2022	11/29/2022	12/09/2022		12/09/2022	15.99	
409 - Black Lumber Co. INC	523019	20-Clear Poly for Admin office	Paid by EFT # 49907		11/29/2022	11/29/2022	12/09/2022		12/09/2022	129.99	
409 - Black Lumber Co. INC	523975	20-Oil Dry on College Mall Road	Paid by EFT # 49907		11/29/2022	11/29/2022	12/09/2022		12/09/2022	38.97	
409 - Black Lumber Co. INC	525143	20-Misc Supplies for crews rebar tie wire 3.5 lb roll	Paid by EFT # 49907		11/29/2022	11/29/2022	12/09/2022		12/09/2022	9.99	
4574 - John Deere Financial f.s.b. (Rural King)	112244	20-Gallon Mix for leafing (leaf blowers)	Paid by Check # 76504		11/29/2022	11/29/2022	12/09/2022		12/09/2022	60.42	
394 - Kleindorfer Hardware & Variety	749554	20-Leaf rakes for leafing (54)	Paid by EFT # 49991		11/29/2022	11/29/2022	12/09/2022		12/09/2022	1,161.00	
								Account <b>52420 - Other Supplies</b> Totals		Invoice Transactions 7	\$1,491.24
								Program <b>020000 - Main</b> Totals		Invoice Transactions 10	\$3,510.21
								Department <b>02 - Public Works</b> Totals		Invoice Transactions 10	\$3,510.21
Department <b>07 - Engineering</b>											
Program <b>070000 - Main</b>											
Account <b>54310 - Improvements Other Than Building</b>											
8018 - Estate of Bobby Ray Hall	ROW HALLBOBBY	07-ROW-B-Line Trail Multi-Use Path-Parcel 5	Paid by Check # 76495		11/29/2022	11/29/2022	12/09/2022		12/09/2022	24,200.00	
								Account <b>54310 - Improvements Other Than Building</b> Totals		Invoice Transactions 1	\$24,200.00
								Program <b>070000 - Main</b> Totals		Invoice Transactions 1	\$24,200.00
								Department <b>07 - Engineering</b> Totals		Invoice Transactions 1	\$24,200.00
								Fund <b>601 - Cumulative Capital Devlp(S2391)</b> Totals		Invoice Transactions 11	\$27,710.21
Fund <b>730 - Solid Waste (S6401)</b>											
Department <b>16 - Sanitation</b>											
Program <b>160000 - Main</b>											
Account <b>52430 - Uniforms and Tools</b>											
4574 - John Deere Financial f.s.b. (Rural King)	112095	16-Fans - returned	Paid by Check # 76504		11/29/2022	11/29/2022	12/09/2022		12/09/2022	(25.98)	



# Board of Public Works Claim Register

Invoice Date Range 11/24/22 - 12/09/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 730 - Solid Waste (S6401)</b>										
Department <b>16 - Sanitation</b>										
Program <b>160000 - Main</b>										
Account <b>52430 - Uniforms and Tools</b>										
4574 - John Deere Financial f.s.b. (Rural King)	53565	16-Cleaning products for trucks & fans	Paid by Check # 76504		11/29/2022	11/29/2022	12/09/2022		12/09/2022	78.64
							Account <b>52430 - Uniforms and Tools</b> Totals		Invoice Transactions 2	<u>52.66</u>
Account <b>53140 - Exterminator Services</b>										
51538 - Economy Termite & Pest Control, INC	52000	16- Exterminator Services @ Sanitation - 11/14/2022	Paid by EFT # 49944		11/29/2022	11/29/2022	12/09/2022		12/09/2022	125.00
							Account <b>53140 - Exterminator Services</b> Totals		Invoice Transactions 1	<u>125.00</u>
Account <b>53410 - Liability / Casualty Premiums</b>										
Douglas Rife	REIMBURSE RIFE	02 -tort claim for damage to mailbox- 3/31/22	Paid by Check # 76525		11/29/2022	11/29/2022	12/09/2022		12/09/2022	91.46
							Account <b>53410 - Liability / Casualty Premiums</b> Totals		Invoice Transactions 1	<u>91.46</u>
Account <b>53920 - Laundry and Other Sanitation Services</b>										
19171 - Aramark Uniform & Career Apparel Group, INC	4080034255	16-uniform rental (minus payroll ded)- 11/09/22	Paid by EFT # 49900		11/29/2022	11/29/2022	12/09/2022		12/09/2022	4.62
19171 - Aramark Uniform & Career Apparel Group, INC	4080035436	16-uniform rental (minus payroll ded)- 11/16/22	Paid by EFT # 49900		11/29/2022	11/29/2022	12/09/2022		12/09/2022	4.62
19171 - Aramark Uniform & Career Apparel Group, INC	4080034257	16-mat service- 11/09/22	Paid by EFT # 49900		11/29/2022	11/29/2022	12/09/2022		12/09/2022	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	4080035437	16-mat service- 11/16/22	Paid by EFT # 49900		11/29/2022	11/29/2022	12/09/2022		12/09/2022	23.26
							Account <b>53920 - Laundry and Other Sanitation Services</b> Totals		Invoice Transactions 4	<u>55.76</u>
Account <b>53950 - Landfill</b>										
52226 - Hoosier Transfer Station-3140	3140-000021094	16-recycling fees-10/15 -10/31/22	Paid by EFT # 49972		11/29/2022	11/29/2022	12/09/2022		12/09/2022	2,611.75
52226 - Hoosier Transfer Station-3140	3140-000021086	16-trash disposal fee- 10/17-10/31/22	Paid by EFT # 49972		11/29/2022	11/29/2022	12/09/2022		12/09/2022	14,953.95
							Account <b>53950 - Landfill</b> Totals		Invoice Transactions 2	<u>\$17,565.70</u>
							Program <b>160000 - Main</b> Totals		Invoice Transactions 10	<u>\$17,890.58</u>
							Department <b>16 - Sanitation</b> Totals		Invoice Transactions 10	<u>\$17,890.58</u>
							Fund <b>730 - Solid Waste (S6401)</b> Totals		Invoice Transactions 10	<u>\$17,890.58</u>





# Board of Public Works Claim Register

Invoice Date Range 11/24/22 - 12/09/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 800 - Risk Management(S0203)</b>										
Department <b>10 - Legal</b>										
Program <b>100000 - Main</b>										
Account <b>52110 - Office Supplies</b>										
6530 - Office Depot, INC	274184291001	10-office supplies	Paid by EFT # 50028		11/29/2022	11/29/2022	12/09/2022		12/09/2022	60.44
								Account <b>52110 - Office Supplies</b> Totals	Invoice Transactions 1	<u>\$60.44</u>
Account <b>53130 - Medical</b>										
2753 - Earl Albright	PHYS CDL-2022	10-reimb for CDL physical-11/8/22	Paid by EFT # 49894		11/29/2022	11/29/2022	12/09/2022		12/09/2022	100.00
6755 - John L Barnes	PHYS CDL-2022	10-reimb for CDL physical-10/24/22	Paid by EFT # 49904		11/29/2022	11/29/2022	12/09/2022		12/09/2022	100.00
4861 - Bradley C Rushton	PHYS CDL-2022	10-reimb for CDL physical-11/14/22	Paid by EFT # 50052		11/29/2022	11/29/2022	12/09/2022		12/09/2022	100.00
								Account <b>53130 - Medical</b> Totals	Invoice Transactions 3	<u>\$300.00</u>
Account <b>53420 - Worker's Comp &amp; Risk</b>										
7792 - ONB Benefit Administration LLC (JWF Specialty)	BL2112022	10 Worker's Comp Payment 11.10.2022-11.16.2022	Paid by EFT # 49881		11/28/2022	11/28/2022	11/28/2022		11/28/2022	1,331.63
7792 - ONB Benefit Administration LLC (JWF Specialty)	BL112222	10 Worker's Comp Payment 11.03.2022-11.09.2022	Paid by EFT # 49881		11/28/2022	11/28/2022	11/28/2022		11/28/2022	6,420.63
7792 - ONB Benefit Administration LLC (JWF Specialty)	BL120122	10 Worker's Comp Payment 11.17.22-11.22.22	Paid by EFT # 49887		12/01/2022	12/01/2022	12/01/2022		12/01/2022	10,251.22
								Account <b>53420 - Worker's Comp &amp; Risk</b> Totals	Invoice Transactions 3	<u>\$18,003.48</u>
								Program <b>100000 - Main</b> Totals	Invoice Transactions 7	<u>\$18,363.92</u>
								Department <b>10 - Legal</b> Totals	Invoice Transactions 7	<u>\$18,363.92</u>
								Fund <b>800 - Risk Management(S0203)</b> Totals	Invoice Transactions 7	<u>\$18,363.92</u>
<b>Fund 801 - Health Insurance Trust</b>										
Department <b>12 - Human Resources</b>										
Program <b>120000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
17785 - The Howard E. Nyhart Company, INC	112422HSA	12-Nyhart ER Cont \$109.51	Paid by EFT # 49875		11/28/2022	11/28/2022	11/28/2022		11/28/2022	109.51
17785 - The Howard E. Nyhart Company, INC	112922daily	12-HSA Plan Funding	Paid by EFT # 49884		11/29/2022	11/29/2022	11/29/2022		11/29/2022	139.80
17785 - The Howard E. Nyhart Company, INC	0175228	12-Nyhart Admin Fees (FSA,HSA,Wellness)-Oct 2022	Paid by EFT # 50083		11/29/2022	11/29/2022	12/09/2022		12/09/2022	1,278.55
17785 - The Howard E. Nyhart Company, INC	0175227	12-Nyhart Admin Fees (FSA,HSA,Wellness)-Sept 2022	Paid by EFT # 50083		11/29/2022	11/29/2022	12/09/2022		12/09/2022	1,108.70



# Board of Public Works Claim Register

Invoice Date Range 11/24/22 - 12/09/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 801 - Health Insurance Trust</b>										
Department <b>12 - Human Resources</b>										
Program <b>120000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
18539 - Life Insurance Company Of North America	October 2022	12-October 2022, Bill Ref # 103094_10012022	Paid by EFT # 49998		11/29/2022	11/29/2022	12/09/2022		12/09/2022	4,114.00
								Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions 5	<u>\$6,750.56</u>
Account <b>53990.1278 - Other Services and Charges Disability LTD</b>										
18539 - Life Insurance Company Of North America	October 2022	12-October 2022, Bill Ref # 103094_10012022	Paid by EFT # 49998		11/29/2022	11/29/2022	12/09/2022		12/09/2022	9,003.34
								Account <b>53990.1278 - Other Services and Charges Disability LTD</b> Totals	Invoice Transactions 1	<u>\$9,003.34</u>
								Program <b>120000 - Main</b> Totals	Invoice Transactions 6	<u>\$15,753.90</u>
								Department <b>12 - Human Resources</b> Totals	Invoice Transactions 6	<u>\$15,753.90</u>
								Fund <b>801 - Health Insurance Trust</b> Totals	Invoice Transactions 6	<u>\$15,753.90</u>
<b>Fund 802 - Fleet Maintenance(\$9500)</b>										
Department <b>17 - Fleet Maintenance</b>										
Program <b>170000 - Main</b>										
Account <b>52230 - Garage and Motor Supplies</b>										
50605 - Bauer Built, INC	360130150	17 - scrap tire disposal	Paid by EFT # 49906		11/29/2022	11/29/2022	12/09/2022		12/09/2022	130.00
50605 - Bauer Built, INC	360130160	17 - stock tires - Radial, Transforce, Grabber, All Terrian, etc	Paid by EFT # 49906		11/29/2022	11/29/2022	12/09/2022		12/09/2022	26,768.22
4693 - Monroe County Tire & Supply, INC	062618	17 - tires for various vehicles - 1 Yokohama GEO H/T G056 Owl	Paid by EFT # 50017		11/29/2022	11/29/2022	12/09/2022		12/09/2022	170.25
4693 - Monroe County Tire & Supply, INC	062663	17 -(4)Firestone Transforce AT2 tires for 847 vehicles	Paid by EFT # 50017		11/29/2022	11/29/2022	12/09/2022		12/09/2022	523.96
								Account <b>52230 - Garage and Motor Supplies</b> Totals	Invoice Transactions 4	<u>\$27,592.43</u>
Account <b>52240 - Fuel and Oil</b>										
7854 - Premier AG CO-OP, INC (Premier Energy)	1872593	17 -unleaded fuel 87 Reg-8,514 gallons-11/2/22	Paid by EFT # 50034		11/29/2022	11/29/2022	12/09/2022		12/09/2022	33,145.00
								Account <b>52240 - Fuel and Oil</b> Totals	Invoice Transactions 1	<u>\$33,145.00</u>
Account <b>52320 - Motor Vehicle Repair</b>										
244 - Bloomington Ford, INC	5078145	17- Filter for stock	Paid by EFT # 49911		11/29/2022	11/29/2022	12/09/2022		12/09/2022	19.00
244 - Bloomington Ford, INC	5078058	17- Remote Control System	Paid by EFT # 49911		11/29/2022	11/29/2022	12/09/2022		12/09/2022	45.75



# Board of Public Works Claim Register

Invoice Date Range 11/24/22 - 12/09/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>802 - Fleet Maintenance(S9500)</b>										
Department <b>17 - Fleet Maintenance</b>										
Program <b>170000 - Main</b>										
Account <b>52320 - Motor Vehicle Repair</b>										
244 - Bloomington Ford, INC	5077922	17-#689-insulators	Paid by EFT # 49911		11/29/2022	11/29/2022	12/09/2022		12/09/2022	200.40
244 - Bloomington Ford, INC	5078176	17- Alarm/Keyless kit for ford# 353	Paid by EFT # 49911		11/29/2022	11/29/2022	12/09/2022		12/09/2022	219.00
244 - Bloomington Ford, INC	5078095	17-Electronic Module & remote start Kit for P138	Paid by EFT # 49911		11/29/2022	11/29/2022	12/09/2022		12/09/2022	251.25
244 - Bloomington Ford, INC	5078232	17- plate, shaft drive assembly, bolts, nuts, retainer for 486	Paid by EFT # 49911		11/29/2022	11/29/2022	12/09/2022		12/09/2022	1,878.69
244 - Bloomington Ford, INC	5078094	17- Bolt	Paid by EFT # 49911		11/29/2022	11/29/2022	12/09/2022		12/09/2022	2.13
244 - Bloomington Ford, INC	5078117	17- Ford Oil Pressure switch assembly	Paid by EFT # 49911		11/29/2022	11/29/2022	12/09/2022		12/09/2022	24.68
244 - Bloomington Ford, INC	5078180	17- Bolts	Paid by EFT # 49911		11/29/2022	11/29/2022	12/09/2022		12/09/2022	27.00
244 - Bloomington Ford, INC	5078179	17- Door Moulding	Paid by EFT # 49911		11/29/2022	11/29/2022	12/09/2022		12/09/2022	60.22
244 - Bloomington Ford, INC	5078231	17- TPMS Sensor Kit	Paid by EFT # 49911		11/29/2022	11/29/2022	12/09/2022		12/09/2022	62.72
244 - Bloomington Ford, INC	5078144	17-Remote Control System for stock (2)	Paid by EFT # 49911		11/29/2022	11/29/2022	12/09/2022		12/09/2022	66.00
244 - Bloomington Ford, INC	6207577	17 - Check engine light report on Ford Super Duty F-	Paid by EFT # 49911		11/29/2022	11/29/2022	12/09/2022		12/09/2022	350.00
244 - Bloomington Ford, INC	6207922	17- installed automatic transmission for Sedan	Paid by EFT # 49911		11/29/2022	11/29/2022	12/09/2022		12/09/2022	7,117.91
941 - Central Indiana Truck Equipment Corporation	73700	17 - Color CCD Camera	Paid by EFT # 49924		11/29/2022	11/29/2022	12/09/2022		12/09/2022	632.31
5792 - Clark Truck Equipment Co., INC	61063	17 -Male and female Couplers	Paid by EFT # 49927		11/29/2022	11/29/2022	12/09/2022		12/09/2022	595.00
5792 - Clark Truck Equipment Co., INC	61023	17 - Tank	Paid by EFT # 49927		11/29/2022	11/29/2022	12/09/2022		12/09/2022	924.00
594 - Curry Auto Center, INC	6334240	17 # 764 OSL to repairs to seat belt and sensors	Paid by EFT # 49934		11/29/2022	11/29/2022	12/09/2022		12/09/2022	1,482.90
796 - Interstate Battery System of Bloomington, INC	114950114	17 - SRM-27 batteries for vehicles and equipment	Paid by EFT # 49982		11/29/2022	11/29/2022	12/09/2022		12/09/2022	90.11
4439 - JX Enterprises, INC	27271434P	17- Hood Hold dow Latch sub assembly- Peter built parts	Paid by EFT # 49987		11/29/2022	11/29/2022	12/09/2022		12/09/2022	179.97



# Board of Public Works Claim Register

Invoice Date Range 11/24/22 - 12/09/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 802 - Fleet Maintenance(\$9500)</b>										
Department <b>17 - Fleet Maintenance</b>										
Program <b>170000 - Main</b>										
Account <b>52320 - Motor Vehicle Repair</b>										
394 - Kleindorfer Hardware & Variety	737255	17 - (4) metric bolts for various vehicles	Paid by EFT # 49991		11/29/2022	11/29/2022	12/09/2022		12/09/2022	8.80
53385 - O'Reilly Automotive Stores, INC	1903-324434	17 - Power steering pump for Dodge caravan	Paid by Check # 76508		11/29/2022	11/29/2022	12/09/2022		12/09/2022	204.99
19681 - Southeastern Equipment Co, INC	A86952	17 - #459 Hose	Paid by EFT # 50067		11/29/2022	11/29/2022	12/09/2022		12/09/2022	74.26
622 - Truck Country of Indiana, INC (Stoops Freightliner)	X301726967:01	17-misc. Freightliner parts -Soft Rubber Center bearing	Paid by EFT # 50090		11/29/2022	11/29/2022	12/09/2022		12/09/2022	80.40
622 - Truck Country of Indiana, INC (Stoops Freightliner)	X301728708:01	17-misc. Freightliner parts - Surge Plastic M2 Tank	Paid by EFT # 50090		11/29/2022	11/29/2022	12/09/2022		12/09/2022	255.68
484 - Uebelhor & Sons Chevrolet Cadillac Jasper, INC	95813	17 - oil & filter change & lube chassis on 4961	Paid by EFT # 50092		11/29/2022	11/29/2022	12/09/2022		12/09/2022	155.68
816 - Vermeer Of Indiana, INC	PD4370	17-actuator for #472	Paid by EFT # 50096		11/29/2022	11/29/2022	12/09/2022		12/09/2022	1,045.14
7555 - VoMac Truck Sales & Service INC	88071T	17- Injector - mack parts	Paid by EFT # 50097		11/29/2022	11/29/2022	12/09/2022		12/09/2022	195.96
2096 - West Side Tractor Sales CO.	B48104	17- misc. John Deere parts - Oilscan	Paid by EFT # 50099		11/29/2022	11/29/2022	12/09/2022		12/09/2022	231.80
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NQ2865	17 - Washer pump	Paid by EFT # 50103		11/29/2022	11/29/2022	12/09/2022		12/09/2022	33.12
								Account <b>52320 - Motor Vehicle Repair</b> Totals Invoice Transactions 30		<b>\$16,514.87</b>
Account <b>52420 - Other Supplies</b>										
177 - Indiana Oxygen Company, INC	10025777	17 - Acetylene, argon, fuel gases for torch welder and etc	Paid by EFT # 49979		11/29/2022	11/29/2022	12/09/2022		12/09/2022	243.84
8181 - Lawson Products, INC	9310044339	17 - shop supplies grinding discs, cloth tap and etc	Paid by EFT # 49997		11/29/2022	11/29/2022	12/09/2022		12/09/2022	416.20
6216 - Terminal Supply, INC	85250-00	17 - shop supplies drill bits, 10/31/2022	Paid by EFT # 50081		11/29/2022	11/29/2022	12/09/2022		12/09/2022	359.55
								Account <b>52420 - Other Supplies</b> Totals Invoice Transactions 3		<b>\$1,019.59</b>
Account <b>52430 - Uniforms and Tools</b>										
5183 - Frank L Robinson	ToolckDEC2022	17 - 2022 tool check reimbursement - DEC 2022	Paid by EFT # 50047		11/29/2022	11/29/2022	12/09/2022		12/09/2022	353.71
1072 - Keith L Sharp	ToolckDEC2022	17 - 2022 tool check reimbursement - DEC 2022	Paid by EFT # 50059		11/29/2022	11/29/2022	12/09/2022		12/09/2022	600.38



# Board of Public Works Claim Register

Invoice Date Range 11/24/22 - 12/09/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
<b>Fund 802 - Fleet Maintenance(\$9500)</b>											
Department <b>17 - Fleet Maintenance</b>											
Program <b>170000 - Main</b>											
Account <b>52430 - Uniforms and Tools</b>											
4878 - James M Smith	ToolckDEC2022	17 - 2022 tool check reimbursement - DEC 2022	Paid by EFT # 50064		11/29/2022	11/29/2022	12/09/2022		12/09/2022	764.09	
								Account <b>52430 - Uniforms and Tools</b> Totals		Invoice Transactions 3	<u>\$1,718.18</u>
Account <b>53130 - Medical</b>											
231 - IU Health OCC Health Services	00137949-00	17-J. Smith-DS DOT 5 Panel E Screen-11/1/22	Paid by EFT # 49985		11/29/2022	11/29/2022	12/09/2022		12/09/2022	50.00	
231 - IU Health OCC Health Services	00137948-00	17-M. Sciscoe-DS DOT 5 Panel E Screen-11/1/22	Paid by EFT # 49985		11/29/2022	11/29/2022	12/09/2022		12/09/2022	50.00	
231 - IU Health OCC Health Services	00137403-00	17 - K Sharp-audio-10/24/22	Paid by EFT # 49985		11/29/2022	11/29/2022	12/09/2022		12/09/2022	37.00	
								Account <b>53130 - Medical</b> Totals		Invoice Transactions 3	<u>\$137.00</u>
Account <b>53620 - Motor Repairs</b>											
594 - Curry Auto Center, INC	6334240	17 # 764 OSL to repairs to seat belt and sensors	Paid by EFT # 49934		11/29/2022	11/29/2022	12/09/2022		12/09/2022	1,254.95	
4474 - Ken's Westside Service & Towing, LLC	22-1115-74600	17 - towing services for GMC Sierra 3500-11/15/22	Paid by EFT # 49988		11/29/2022	11/29/2022	12/09/2022		12/09/2022	85.00	
								Account <b>53620 - Motor Repairs</b> Totals		Invoice Transactions 2	<u>\$1,339.95</u>
Account <b>53990 - Other Services and Charges</b>											
392 - Koorsen Fire & Security, INC	IN00247412	17- quarterly commercial base monitoring-11/1/22-1/31/23	Paid by EFT # 49993		11/29/2022	11/29/2022	12/09/2022		12/09/2022	91.27	
								Account <b>53990 - Other Services and Charges</b> Totals		Invoice Transactions 1	<u>\$91.27</u>
								Program <b>170000 - Main</b> Totals		Invoice Transactions 47	<u>\$81,558.29</u>
								Department <b>17 - Fleet Maintenance</b> Totals		Invoice Transactions 47	<u>\$81,558.29</u>
								Fund <b>802 - Fleet Maintenance(\$9500)</b> Totals		Invoice Transactions 47	<u>\$81,558.29</u>
<b>Fund 804 - Insurance Voluntary Trust</b>											
Department <b>12 - Human Resources</b>											
Program <b>120000 - Main</b>											
Account <b>53990.1271 - Other Services and Charges Section 125 - URM- City</b>											
17785 - The Howard E. Nyhart Company, INC	112722daily	12-City URM	Paid by EFT # 49876		11/28/2022	11/28/2022	11/28/2022		11/28/2022	31.24	
17785 - The Howard E. Nyhart Company, INC	112322daily	12-City URM	Paid by EFT # 49877		11/28/2022	11/28/2022	11/28/2022		11/28/2022	96.61	
17785 - The Howard E. Nyhart Company, INC	112422daily	12-City/Util URM	Paid by EFT # 49878		11/28/2022	11/28/2022	11/28/2022		11/28/2022	70.53	



# Board of Public Works Claim Register

Invoice Date Range 11/24/22 - 12/09/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
<b>Fund 804 - Insurance Voluntary Trust</b>											
Department <b>12 - Human Resources</b>											
Program <b>120000 - Main</b>											
Account <b>53990.1271 - Other Services and Charges Section 125 - URM- City</b>											
17785 - The Howard E. Nyhart Company, INC	112822daily	12-City URM	Paid by EFT # 49883		11/29/2022	11/29/2022	11/29/2022		11/29/2022	71.77	
17785 - The Howard E. Nyhart Company, INC	113022daily	12-City URM	Paid by EFT # 49885		12/01/2022	12/01/2022	12/01/2022		12/01/2022	175.00	
17785 - The Howard E. Nyhart Company, INC	1120122Daily	12-City/Util URM	Edit		12/02/2022	12/02/2022	12/02/2022			155.48	
									Account <b>53990.1271 - Other Services and Charges Section 125 - URM- City</b> Totals	Invoice Transactions 6	<u>\$600.63</u>
Account <b>53990.1273 - Other Services and Charges Term Life</b>											
18539 - Life Insurance Company Of North America	October 2022	12-October 2022, Bill Ref # 103094_10012022	Paid by EFT # 49998		11/29/2022	11/29/2022	12/09/2022		12/09/2022	17,907.60	
									Account <b>53990.1273 - Other Services and Charges Term Life</b> Totals	Invoice Transactions 1	<u>\$17,907.60</u>
Account <b>53990.1277 - Other Services and Charges Disability STD</b>											
18539 - Life Insurance Company Of North America	October 2022	12-October 2022, Bill Ref # 103094_10012022	Paid by EFT # 49998		11/29/2022	11/29/2022	12/09/2022		12/09/2022	10,277.80	
									Account <b>53990.1277 - Other Services and Charges Disability STD</b> Totals	Invoice Transactions 1	<u>\$10,277.80</u>
Account <b>53990.1281 - Other Services and Charges Section 125 - URM- Util</b>											
17785 - The Howard E. Nyhart Company, INC	112422daily	12-City/Util URM	Paid by EFT # 49878		11/28/2022	11/28/2022	11/28/2022		11/28/2022	35.26	
17785 - The Howard E. Nyhart Company, INC	112922 daily	12-Util URM	Paid by EFT # 49882		11/30/2022	11/30/2022	11/30/2022		11/30/2022	14.55	
17785 - The Howard E. Nyhart Company, INC	1120122Daily	12-City/Util URM	Edit		12/02/2022	12/02/2022	12/02/2022			44.49	
									Account <b>53990.1281 - Other Services and Charges Section 125 - URM- Util</b> Totals	Invoice Transactions 3	<u>\$94.30</u>
Account <b>53990.1283 - Other Services and Charges Health Savings Account</b>											
17785 - The Howard E. Nyhart Company, INC	120222payroll	12-Nyhart HSA EE Contributions - 12-02-22	Paid by EFT # 49886		12/01/2022	12/01/2022	12/01/2022		12/01/2022	18,335.52	
									Account <b>53990.1283 - Other Services and Charges Health Savings Account</b> Totals	Invoice Transactions 1	<u>\$18,335.52</u>
									Program <b>120000 - Main</b> Totals	Invoice Transactions 12	<u>\$47,215.85</u>
									Department <b>12 - Human Resources</b> Totals	Invoice Transactions 12	<u>\$47,215.85</u>
									Fund <b>804 - Insurance Voluntary Trust</b> Totals	Invoice Transactions 12	<u>\$47,215.85</u>
									Grand Totals	Invoice Transactions 250	<u>\$836,244.18</u>

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/09/22	Claims				\$836,244.18
					<u>\$836,244.18</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 \$836,244.18

**Dated this 6th day of December 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 \_\_\_\_\_