Board of Public Works Meeting June 20, 2023



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

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

The City is committed to providing equal access to information. However, despite our efforts, at times, portions of our board and commission packets are not accessible for some individuals. If you encounter difficulties accessing material in this packet, please contact April Rosenberger, Public Works Departmental Accessibility contact at april.rosenberger@bloomington.in.gov or 812.349.3411 and provide your name, contact information, and a link to or description of the document or web page you are having problems with.

AGENDA BOARD OF PUBLIC WORKS JUNE 20, 2023

A Regular Meeting of the Board of Public Work will be held Tuesday, June 20, 2023 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: <u>https://bloomington.zoom.us/j/88254648258?pwd=VIB3R2ZyWVdtRS9UOUt1eTZwRUFBdz09</u> Meeting ID: 882 5464 8258 Passcode: 951574

I. MESSAGES FROM BOARD MEMBERS

II. <u>PETITIONS AND REMONSTRANCES</u>

III. <u>APPEALS</u>

- 1. Appeal of Noise Violation # 42253 at 557 S. Dolimah
- 2. Appeal of Noise Violation # 42255 at 557 S. Dolimah
- 3. Appeal of Noise Violation # 39053 at 557 S. Dolimah
- 4. Appeal Notice of Violation at 2510 S. Bryan Street

IV. CONSENT AGENDA

- 1. Approval of Minutes June 06, 2023
- 2. Permanent Easement Request from City of Bloomington Utilities Department ("CBU") and Duke Energy, Inc. across City of Bloomington Property
- 3. Resolution 2023-25; Renew Mobile Vendor; Big D's BBQ
- 4. License Agreement with the Trustees of Indiana University for Curb Ramp Reconstruction on East 3rd Street
- 5. Addendum #1 to Kone Service Agreement
- 6. Approval of Payroll

V. <u>NEW BUSINESS</u>

- 1. Contract with OpenGov, Inc. for a Cloud-Based Solution to Create and Manage Procurement Solicitations and Workflows
- 2. Resolution 2023-29; Wrapped In Love
- 3. Construction Agreement with CSX Transportation, Inc. for the B-Line Extension Project
- 4. Addendum to Agreement with CSX Transportation for Budget Increase
- 5. Change Orders #1-3 for the 17th Street Multi-Use Path West Project
- 6. Contract with Toole Design Group, LLC for an SS4A (Safe Streets and Roads for All) Action Plan
- 7. Lane Closure Request from Scannell Properties on E. Longview Ave. (July 05, 2023-July 25, 2023)
- 8. Lane and Sidewalk Closure Request from AEG
- 9. Moving Lane Closure Request from Duke Energy on W. Bloomfield Rd. and W. 3rd Street (July 01, 2023-August 31, 2023)
- 10. Resolution 2023-24; Right-of-Way Encroachment Request from Rita's Italian Ice
- 11. Resolution 2023-28; Right-of-Way Encroachment Request from the Alumni Hall Store
- 12. Request for Dumpster Placement at 530 S. Washington from City of Bloomington
- 13. Contract with Patriot Interiors Unlimited, Inc. for FRP Panels at Animal Care & Control

VI. STAFF REPORTS & OTHER BUSINESS

VII. <u>APPROVAL OF CLAIMS</u>

VIII. <u>ADJOURNMENT</u>

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Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call 812.349.3411 or email <u>public.works@bloomington.in.gov</u>

STAFF REPORT NOV APPEAL (noise)

Appellant Information:

Name: Joseph Hardwick, Benjamin Kim and Adam Madonia Address: 557 S. Dolimah Avenue #30107, Bloomington, IN Date Appealed: April 21, 2023

NOV Information:

Date Issued: April 21, 2023 By: Officers Reynolds and Jarrett Where: 557 S. Dolimah Avenue # 30107, Bloomington, IN For: Unreasonable Noise

Attachments:

- 1. Notice of Violation
- 2. Dispatch Records
- 3. Noise Appeal
- 4. Proposed Order

Controlling Ordinances and Language:

BMC § 14.09.030(c)(4). It shall be a violation of this chapter to play, use, operate or allow to be played, used, or operated any radio, television, digital media player, loudspeaker, sound amplifier, musical instrument, or any other machine or device for producing or reproducing sound in such a manner that the sound produced persists continuously or intermittently for a period of at least fifteen minutes and can be heard outside the immediate premises from the location of the emitter by a person with normal hearing. Sound that is clearly audible to a person with normal hearing from any place other than the premises from which the source of the sound is located, when the sound occurs between the hours of nine p.m. and seven a.m., is prima facie evidence of a violation of this section.

BMC § 14.09.030(b). Except as otherwise provided in this chapter, it shall be unlawful for any person to cause or make any unreasonable noise or to allow any unreasonable noise to be caused or made in or on any real or personal property occupied or controlled by that person.

BMC § 14.09.070(b). Any person violating any of the provisions of this chapter, shall, upon a written finding of violation signed by the enforcement officer, be subject to an initial penalty of fifty dollars. Each day such violation is committed or permitted to continue shall constitute a separate offense. A second violation in any twelve-month period is subject to a fine or penalty of one hundred dollars and subsequent violations

within a twelve month period are subject to a fine or penalty of five hundred dollars. (emphasis added)

Discussion:

- 1. At approximately 3:11 p.m. on April 21, 2023, the Bloomington Police Department received a complaint regarding unreasonable noise at the property located at 557 S. Dolimah Ave. (the "Property"). Officer Kiley Jarrett of the Bloomington Police Department, responded to the noise complaint and arrived on scene at approximately 3:26 p.m. on April 21, 2023. Officer Scott Reynolds arrived at the scene to assist at approximately 3:32 p.m.
- 2. While a block away and approaching the Property, but before entering the Property, Officer Jarrett was able to clearly hear music and to identify that the sound was coming from the Property.
- 3. At 4:40 p.m. on April 21, 2023, Officers Jarrett and Reynolds made contact with Joseph Hardwick, Benjamin Kim and Adam Madonia ("Appellants") who were the occupants and tenants of the Property. Appellants were each issued a ticket for unreasonable noise, and assessed a fine of \$50.
- 4. Appellants appealed the tickets.
- 5. The facts establish that the noise was unreasonable because the Appellants operated or allowed to be played loudspeakers in such a manner that the sound produced persisted continuously or intermittently for a period of at last 15 minutes and could be heard outside the immediate premises by Officer Jarrett, a person with ordinary hearing.
- 6. Appellants occupied and had control of this Property and are, therefore, persons who can and should be held responsible for this violation.
- 7. A fine of \$50 for each appellant is appropriate because this is the first noise violation issued to Appellants and at this Property in a 12-month period

Staff Recommendation:

1. The appeal should be denied.

05/08/23 09:57	BLO	OMINGTO CALL	N POLI DETAI			MENT 337 Page: 1
Call Number:	230421234					
Nature: Reported: Rcvd By: Occ Btwn: Type: Priority:			and	15:13	How 3:34 (Rcvd: T 04/21/23
Address: City:	557 S DOLIMA BLOOMINGTON	H AVE				
Alarm:						
COMPLAINANT/CON	TACT					
Complainant: , Race: Sex: Address: , Home Phone:	DOB: **/*	*/**		Wo	ork Pł	Name#:
Contact: MORIN, ARIC Address: Phone: (317)607-9928						
RADIO LOG						
Dispatcher Time	/					
	/Date	Unit	Code	Zone	Agnc	Description
JARRETT K 15:2				Zone LB4		(MDC) Enroute to a call
JARRETT K 15:2 JARRETT K 15:2	6:09 04/21/23	 1540				(MDC) Enroute to a call incid#=B23-20573 call=2351 (MDC) Enroute to a call
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COMMENTS

-----15:13:28 04/21/2023 - FRY D

05/08/23 09:57	BLOOMINGTON POLICE DEPARTMENT CALL DETAIL REPORT	Page:	37 2
APT 30107 15:31:13 04/21/2023 -	RAYBOULD B - From: JARRETT K RAYBOULD B - From: JARRETT K JLT BUT I AM SIG 9 FOR NOW		
UNIT HISTORY	Codo		
Unit Time/Date	Code		

1402	15:26:38	04/21/23	ENRT
1402	15:26:52	04/21/23	DISP
1402	15:26:57	04/21/23	ER
1402	15:32:19	04/21/23	AR
1402	15:48:08	04/21/23	CE
1540	15:26:09	04/21/23	DISP
1540	15:26:10	04/21/23	ER
1540	15:26:11	04/21/23	AR
1540	15:48:04	04/21/23	CE
1566	15:31:05	04/21/23	ENRT
1566	15:47:30	04/21/23	AR
1566	15:47:32	04/21/23	CE

RESPONDING OFFICERS

Unit	Officer
1402 1540	REYNOLDS S Jarrett k
±010	011111111111
1566	JORDAN E

INVOLVEMENTS

Туре	Record#	Date	Descr	iption				Relationsh	ip
LW	B23-20573	04/21/23	NOISE	B23-20573	557	S	DOLIMA	Initiating	Call

Appeal of Noise Citation to the Board of Public Works

City of Bloomington Department of Public Works 401 North Morton Street, Suite 120 Phone (812)349-3410

Email: <u>Public.Works@Bloomington.IN.gov</u>

Please complete this form in its entirety. Use black or blue ink only and Print legibly. A copy of the Noise citation you were issued MUST be attached to this form. You are encouraged to attach all documents that you believe support your appeal. All of these documents must be submitted within seven (7) days after the Noise citation was issued. The Board of Public Works will primarily consider the written materials submitted, including: this appeal form, documents you provide, a statement from the police officer including any complaints made, and staff recommendations. In addition, on the date given below, you will have the opportunity to speak to the Board for two minutes. You will be notified of the Board's decision by first class mail. If your appeal is denied, you may file an appeal with the Monroe County Circuit Court. Phone Number 217-416-9327 Name: Adam Madonia Date on Noise Citation: 4/21/23 Citation Number: 42253 (Located in the top right hand corner of the citation) Local Address: Permanent Address: 55TS Doliman Ave. Apt. 30107 2024 Greenbriar Rd Bloomington IV 47403 Springfield IL 62704 Today's Date: 4/26/23 Reason for Appeal: My roomnates and I were all given citations for excessive noise. This was Little 500 weekend in Bluomington, and ar neighbors were hosting a party that was allowed after confirmation with the Dillon front office. (our living complex). Our neighbors were the ones playing the music, but the speakers were enour purch because we told them they could put it there so they did not get rained on . We received the citation at roughly 3:00 in the afternoon on a Friday. The fact that my ramates and I had no involvement in the purchase, set-up, or playing of the speakers, in addition to the fact that this wos at 3:00 in the oftenun, (You may continue on another page if necessary) we received permission before hand, and received no worning to turn the On this day, I submitted my completed appeal of Noise citation and received the date of When the Board of Public Works will consider my appeal. Date Signature For use by Public Works: Date Appeal Received: Received By:

Date Appeal Forwarded to Legal Department:

music down, warrants my oppear of this citation. Once the cops arrived, our neighbors playing the music shut the speakers down and no noise was made thereafter. Thank you for your consideration in my oppear, and I hope you have a great day.

COUNTY OF MONROE CITY OF BLOOMINGTON ORDINANCE VIOLATION

NO.42253

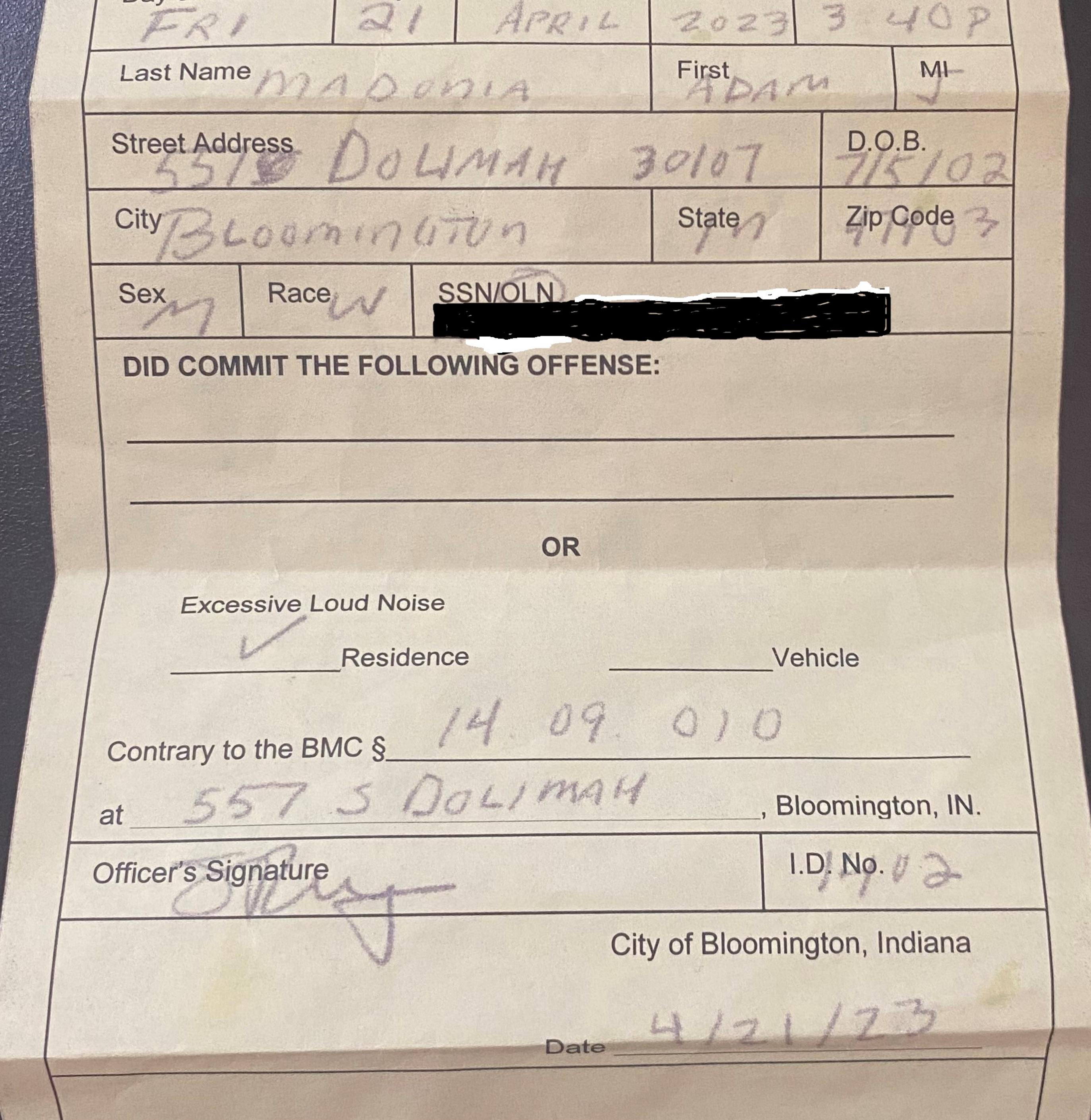
The undersigned having probable cause to believe and being duly sworn upon his/her oath says that on:

Day of Week

Month

Day

Year Time



Signature

Your signature is not an admission of guilt.

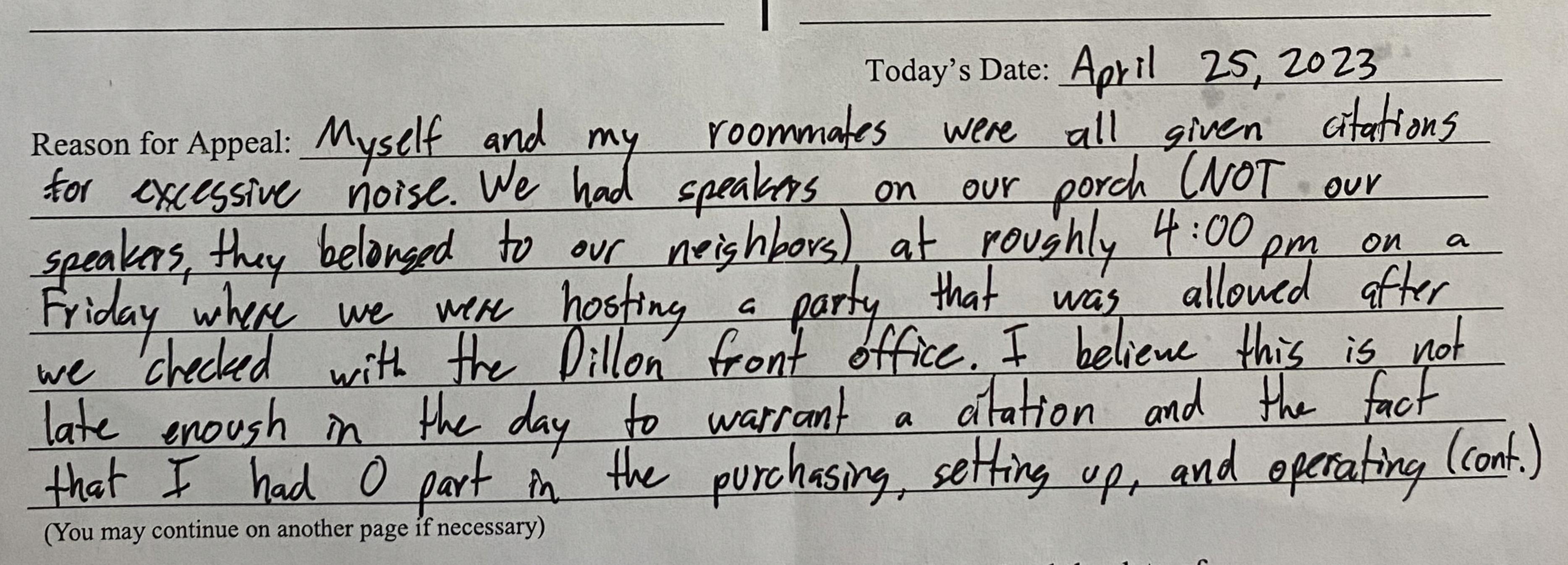
SEE OTHER SIDE FOR ADDITIONAL INFORMATION

Appeal of Noise Citation to the Board of Public Works City of Bloomington Department of Public Works 401 North Morton Street, Suite 120 Phone (812)349-3410 Email: <u>Public.Works@Bloomington.IN.gov</u>

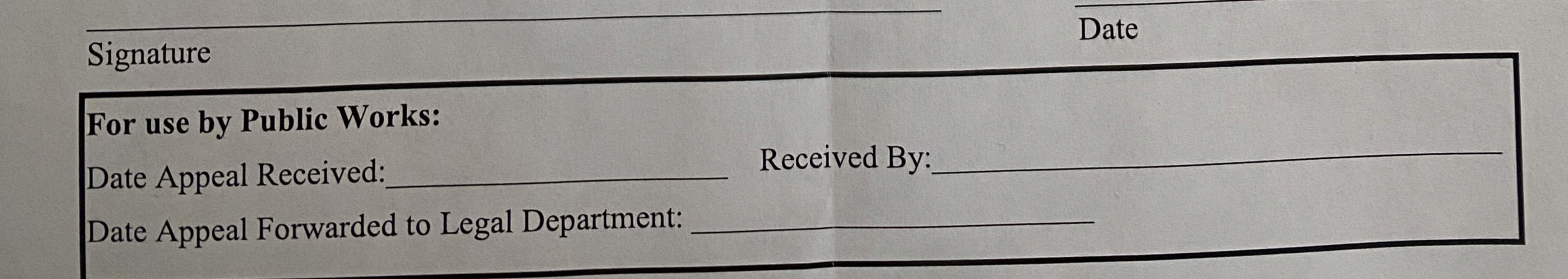
Please complete this form in its entirety. Use black or blue ink only and Print legibly. A copy of the Noise citation you were issued <u>MUST</u> be attached to this form. You are encouraged to attach all documents that you believe support your appeal. All of these documents must be submitted within seven (7) days after the Noise citation was issued. The Board of Public Works will

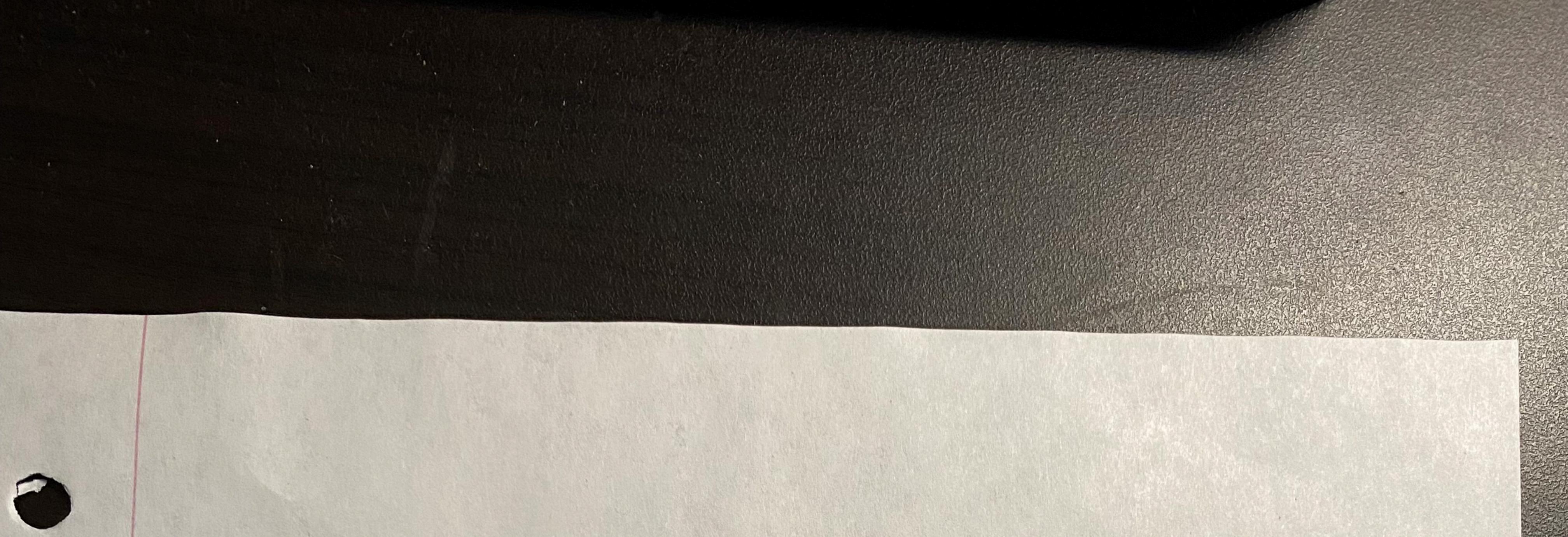
primarily consider the written materials submitted, including: this appeal form, documents you provide, a statement from the police officer including any complaints made, and staff recommendations. In addition, on the date given below, you will have the opportunity to speak to the Board for two minutes. You will be notified of the Board's decision by first class mail. If your appeal is denied, you may file an appeal with the Monroe County Circuit Court.

Phone Number (217)494 - 9772 Name: Benjamin Lim Date on Noise Citation: April 21, 2023 47755 Citation Number: (Located in the top right hand corner of the citation) Permanent Address: Local Address: Ur Dolimah Ave. Apt. 30107 Barrington Springfield, IL 62711 Bloomington, IN 57403

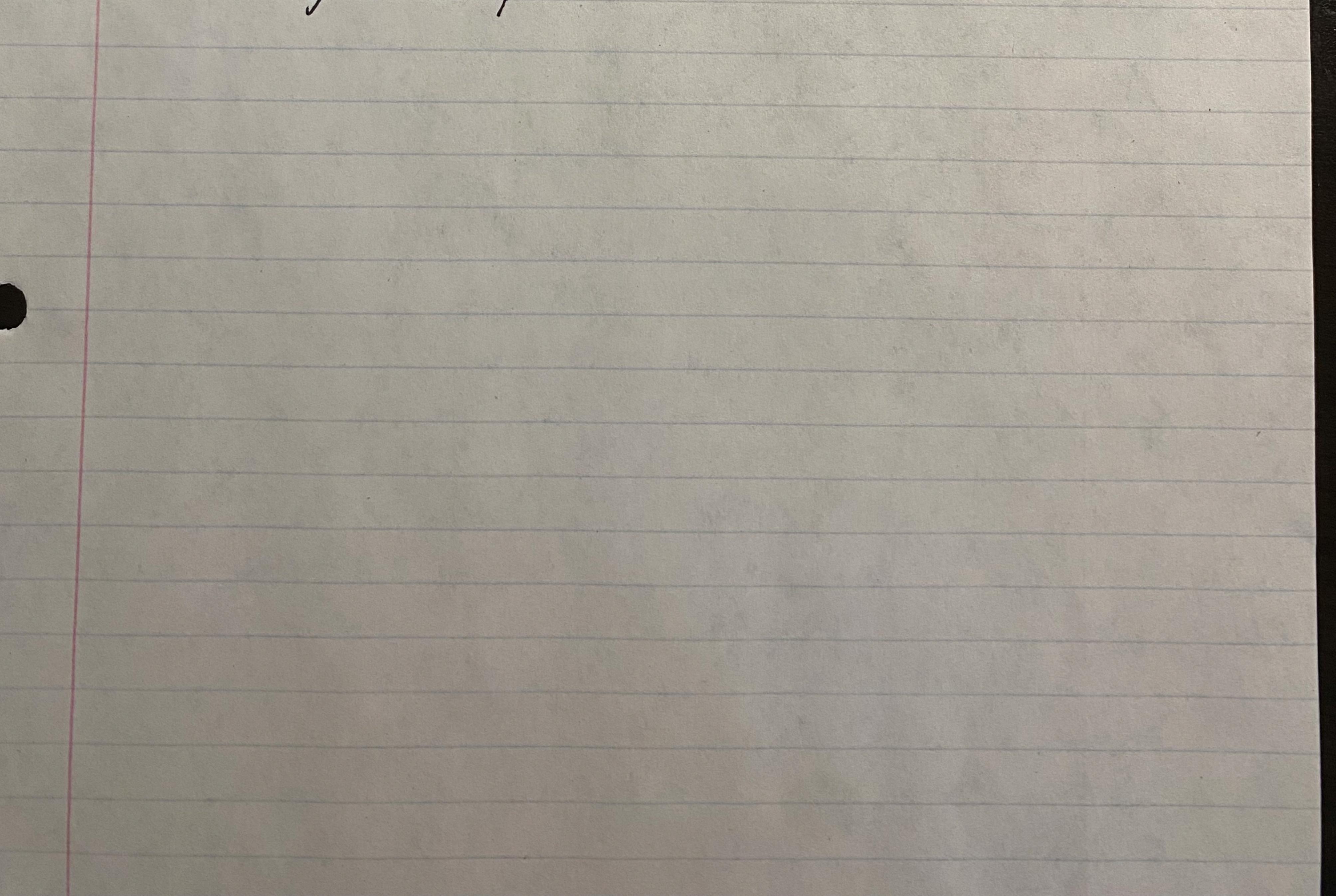


On this day, I submitted my completed appeal of Noise citation and received the date of When the Board of Public Works will consider my appeal.





of the speakers at hand leads me to file this apreal. Lastly, nobody cane to our block and asked for the music to be quieter so we/I had no idea that said music was too loud. We received 0 warning, and instead I was given a citation for a complaint that I played zero part in. Thank you for reading/considering, have a great day.



COUNTY OF MONROE CITY OF BLOOMINGTON ORDINANCE VIOLATION

NO. 42255

The undersigned having probable cause to believe and being duly sworn upon his/her oath says that on:

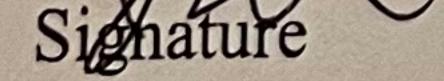
Day of We	ek MY	Day 21	Month		Year 2023	Time	107
Last Nam	Last Name RIA				BLAJA	min	MIS
Street Add	Street Address 557 5 Doilin					on P.2;	B7101
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Contrary to the BMC §			9	010			
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Officer's S	0					D. Noj L	
	er	9		City	of Blooming	Sec. Sec.	
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Your signature is not an admission of guilt.							
SEE C	THER	SIDE F	OR ADD	OITIC	NAL INF	ORMA	TION

Appeal of Noise Citation to the Board of Public Works Variation City of Bloomington Value TEARS 2018 Department of Public Works Department of Street, Suit 401 North Morton Street, Suite 120 Phone (812)349-3410 Email: <u>Public.Works@Bloomington.IN.gov</u> Please complete this form in its entirety. Use black or blue ink only and Print legibly. A copy of the Noise citation you were issued MUST be attached to this form. You are encouraged to attach all documents that you believe support your appeal. All of these

documents must be submitted within seven (7) days after the Noise citation was issued. The Board of Public Works will primarily consider the written materials submitted, including: this appeal form, documents you provide, a statement from the police officer including any complaints made, and staff recommendations. In addition, on the date given below, you will have the opportunity to speak to the Board for two minutes. You will be notified of the Board's decision by first class mail. If your appeal is denied, you may file an appeal with the Monroe County Circuit Court. Phone Number (219) 286-0702 Date on Noise Citation: 4/21/2023 Name: Josep 39053 Citation Number: (Located in the top right hand corner of the citation) Permanent Address: 1563 Jeswich Close Local Address: 557 S Dolimah Valpara; 30 IN 96385 Bloomington IN 47403 Today's Date: 4/28/2023 Reason for Appeal: My ROOMnetes and I when all given citations For love noise and musil, It was a rainy day and our reighbors were throwing aparty. We where nice enougy to let the neighbors use our porch so their speakers wouldn't get wet under our connert. The party was allowed and cleared by the Dillon Front office. Eifler way My Roomates where in nother Way affiliated with this party other than letting then use our porch (You may continue on another page if necessary) On this day, I submitted my completed appeal of Noise citation and received the date of $\frac{1}{2}$ When the Board of Public Works will consider my appeal.

Received By:

Date



For use by Public Works:

Date Appeal Received:

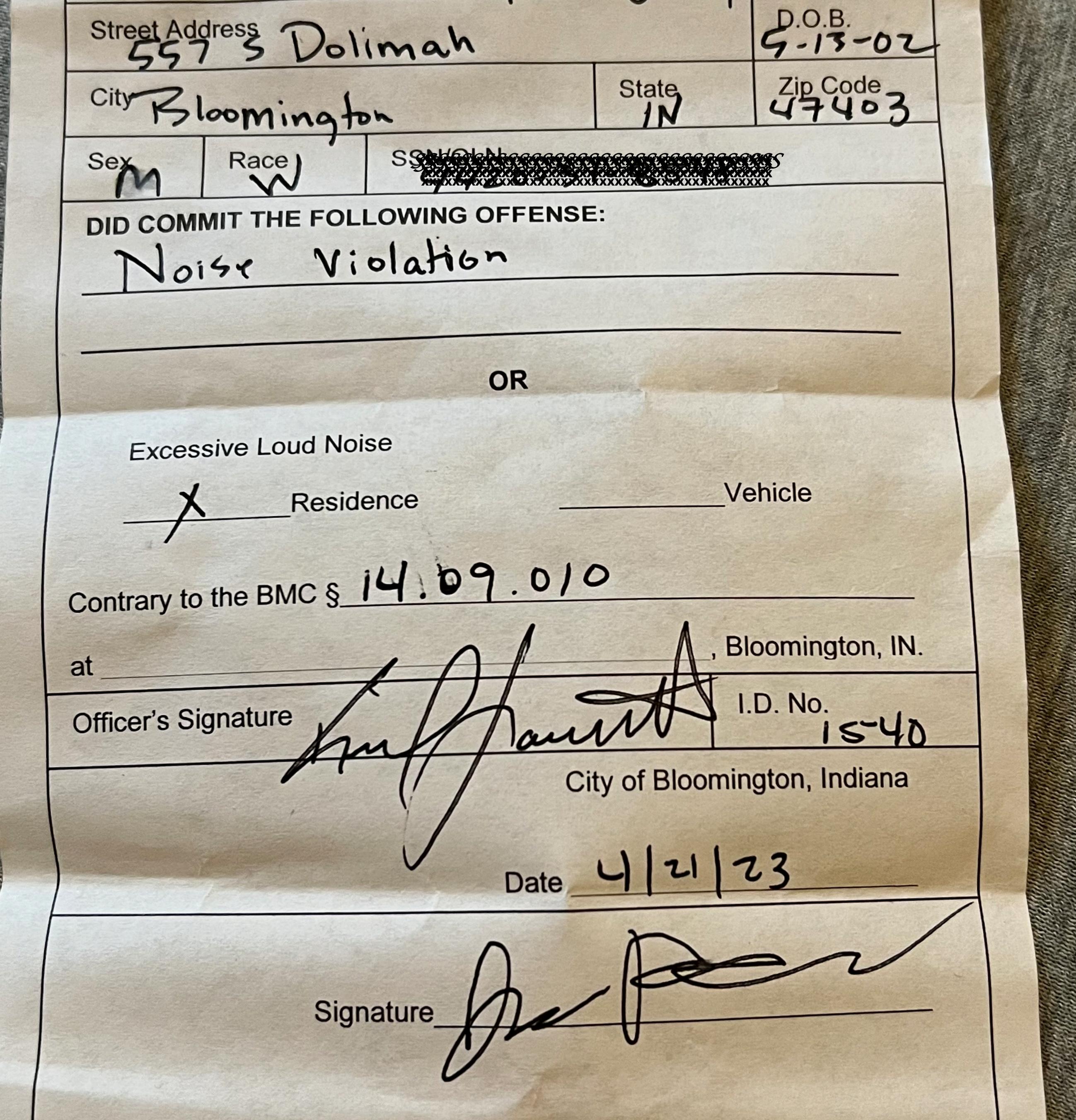
Date Appeal Forwarded to Legal Department:

COUNTY OF MONROE CITY OF BLOOMINGTON ORDINANCE VIOLATION

NO. 39053

The undersigned having probable cause to believe and being duly sworn upon his/her oath says that on:

Day of Week JI APR Z023 3:40 PN



Your signature is not an admission of guilt.

SEE OTHER SIDE FOR ADDITIONAL INFORMATION

<u>City of Bloomington's Board of Public Works</u> <u>Order on Appeal of Notice of Violation</u> <u>Tickets #s 39053, 42253 and 42255</u>

This matter is before the Board of Public Works for an Appeal of Notice of Violation #s 39053, 42253 and 42255 (the "NOV") at 557 S Dolimah Ave # 30107 (the "Property"). The Board of Public Works received information regarding the NOV at its regular meeting on June 20, 2023.

The Board of Public Works now finds as follows:

- 1. Joseph Hardwick, Benjamin Kim and Adam Madonia ("Appellants") appealed the NOVs.
- 2. Appellants reside at the Property.
- 3. At approximately 3:11 p.m. on April 21, 2023, Bloomington Police Dispatch received a report of loud music and noise coming from the Property.
- 4. City of Bloomington Police Officers Kiley Jarrett and Scott Reynolds responded to the call. At approximately 43:25 p.m., while not physically on the Property, Officer Jarrett heard music and sound coming from the Property.
- 5. These facts *establish/do not establish* a violation of BMC 14.09.030(c)(4) in that the sound *was/was not* produced continuously or intermittently for a period of at least 15 minutes and *was/was not* clearly audible to a person with normal hearing from any place other than the premises from which the source of the sound is located
- 6. Appellants are persons under BMC 14.09.030(b) who can be held responsible for this violation.
- The facts *support/do not support* a finding that the Appellants did violate BMC § 14.09 regarding unreasonable noise, and that this *is/is not* Appellants' first violation of BMC § 14.09 within 12 months.

After reviewing all of the evidence and testimony presented, the Board of Public Works hereby Orders that the Appeal of NOV # 40524 (B23-20590) is *granted/denied*.

So Ordered this 20th Day of June, 2023.

Kyla Cox Deckard, President Board of Public Works City of Bloomington

STAFF REPORT Appeal of Excessive Growth NOV Ticket # 62023-05-0950

Appellant Information: Katherine Glaser (Appellant) 2510 S. Bryan Street Bloomington, IN 47403 Date Appealed: 6/1/2023 <u>Citation Information</u>: Issued: 05/25/2023 By: Kenneth Liford Place: 2510 S. Bryan Street For: Overgrown grass/weeds

<u>Attachments</u>:

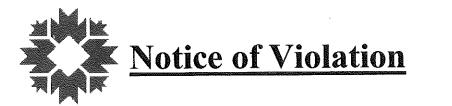
- 1. Notice of Violation
- 2. Appellant's Appeal of Notice of Violation
- 3. Photographs of the Property

Facts & Discussion:

- 1. Bloomington Municipal Code 6.06.050 makes it unlawful for "the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance."
- 2. On May 25, 2023, City of Bloomington Neighborhood Compliance Officer Kenneth Liford did personally observe grass growing on the Property at a height greater than eight inches and brush piles on the Property in violation of BMC 6.06.050. Officer Liford issued a Notice of Violation with a fine of \$50.00 under ticket number of 62023-05-0950 on May 25, 2023 for excessive growth of grass in violation of BMC 6.06.050.
- 3. The NOV was delivered by first class mail to the owner of the property and a copy left in a conspicuous place on the property where the violation occurred in compliance with 6.06.070(b).
- 4. Mike Clements and Cory Clements (hereinafter, the "Owner") own this Property and are persons who shall be considered a responsible party under 6.06.070(a).
- 5. Appellant has a possessory interest in the Proeprty and timely appealed the NOV.
- 6. Appellant asks for relief from the ticket stating that the brush piles are not yard waste and that she is turning the Property into native and food gardens.

Staff Recommendation:

The Appeal should be denied because the NOV and fines were properly issued, notice properly given, and photographic evidence by the inspection officer shows the grass on the Property has been allowed to grow at or greater than eight inches and there are brush piles on the Property, which is a violation of BMC 6.06.050.



Housing & Neighborhood Development Department (HAND) P.O. Box 100 401 N. Morton Street Bloomington, IN 47402 www.bloomington.in.gov/hand/

7/03

_{Time} 3:05 Date 5-25-23

Bixan Address/location_2510 S.

Ticket#

208 Issued by:

BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk so as to be visible from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

□ Warning (No fine due at this time) | Fine Due: \$15.00

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.100(c).

BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

☐ Fine Due: □\$50 □\$100 □\$150 □ Warning (No fine due at this time) Ticket#

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance. Ticket# 05.095

✓ Fine Due: 🖉 \$50 □\$100 □\$150 □ Warning (No fine due at this time)

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: Cut all grass on property. Remove all brush piles from proper

- Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal 1. Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address listed above. Please make check/money order payable to "The City of Bloomington." All fines listed above may be contested in the Monroe County **Circuit Courts.**
- Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and 2 exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
- The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the 3. City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
- This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works 4 Department, within seven days of the date of issuance of this NOV.

Owner Name Mike, Cory Clements Address 2510 S. Bryon St. City Bloomington State IV. Zip Code 47403	Agent Name Address City
BPW:	Mail Copies To: Resident: Owner: Agent:





















Appeal of Excessive Growth Citation to the Board of Public Works



City of Bloomington BLOOMINGTON Department of Public Works 401 North Morton Street, Suite 120 Phone (812)349-3410 Email: Public.Works@Bloomington.IN.gov

Please complete this form in its entirety. Use black or blue ink only and Print legibly. A copy of the Excessive Growth citation you were issued MUST be attached to this form. You are encouraged to attach all documents that you believe support your appeal. All of these documents must be submitted within seven (7) days after the citation was issued. The Board of Public Works will primarily consider the written materials submitted, including: this appeal form, documents you provide, a statement from the police officer including any complaints made, and staff recommendations. In addition, on the date given below, you will have the opportunity to speak to the Board for two minutes. You will be notified of the Board's decision by first class mail. If your appeal is denied, you may file an appeal with the Monroe County Circuit Court.

Name: Katherine Glaser	Phone Number <u>8123197376</u>		
Citation Number: not available on yellow copy	Date on Excessive Growth Citation: <u>5-25-23</u>		
(Located in the top right hand corner of the citation)			
Local Address:	Permanent Address:		
2510 S. Bryan St.	same address		
Bloomington, IN 47403			
	Today's Date: <u>6/1/23</u>		
Reason for Appeal: please see attached document			
(You may continue on another page if necessary)			
On this day, I submitted my completed appeal of Excess When the Board of Public Works will consider my app	ssive Growth citation and received the date of $\frac{5/25/23}{5}$ beal.		
Katherine Glaser	6/1/23		
Signature	Date		
For use by Public Works:			
Date Appeal Received: Re	ceived By:		

Date Appeal Forwarded to Legal Department: _

Dear Board of Public Works,

I am typing this reason for appeal for legibility. After receiving a violation warning, my partner went into the HAND department and sought guidance and clarity from John Hewett about our options. John advised us that as long as we were working on our yard (which we are, as pictures show) that we would not be fined. We sought clarity on the wood on our property and we were not given clarity. I have also emailed him since getting fine to request guidance, but have not clarification on whether I am allowed to have wood in my yard. We hired a person to take down a dying tree on our property. During the removal, this person experienced a family crisis and has not been able to return to our property to finish cutting the wood into manageable pieces. They are scheduled to return at the end of June. In the meantime, we have separated what we can lift safely into piles. This includes what the officer, Kenny, has labeled as brush piles. We heat our home by wood and have separated branches into kindling piles. I want to clarify that I do not have brush piles in my yard that are yard waste. They are wood for my wood stove. We will have free access to a log splitter in July as well as a week off of work and our plan is to further break down the wood for our woodstove and stack it.

In addition to our wood for burning, I received a free pine tree and have separated those logs into piles to be used for building garden beds. Which I have been actively doing. Our property is an acre and I am in the midst of turning the entire property into native and food gardens. You will see that our family is very active in our yard. We are out in our yard working more than any other family in our neighborhood. We mow our yard at least three times a month. I know this because I have taken time to invest in my neighborhood and befriend our neighbors. We have already turned one of our three lots into a nettle patch and extensive food and flower garden which we share freely with our neighbors. This summer I am beginning the process of turning our third lot into a native plant garden, with plans to seed this portion in early fall. I will use the pine to create beds for this garden. Our neighbors stop frequently to chat about what a lovely transformation the yard has been and how delighted they are that we are beautifying the space. My goals for my property are not to just beautify the space and be a contributing member in our neighborhood, but to lessen our mowing, rid of as much grass as possible, and to mitigate water run off. Our neighbors struggle with water on their properties and I am hopeful that by eradicating grass and planting

natives I can be a part of easing their difficulties.

As we were fined last week, it seems we did not receive the shared understanding and clarity we were after when we sought out guidance from the HAND department. I am actively tending to my space. After reading through various City literature, I do believe we share the city's vision for a sustainable future. I am hoping to team with the city. As a low-income family that survives on one income, I am a social worker who supports people in recovering from trauma, \$50 impacts our family. We rely on social welfare to make ends meet. This \$50 takes away from my ability to care for my family and my yard in the way I am committed to, furthering making my experience in poverty a significant struggle. It isn't just money, it is also time. It has taken a significant amount of time to engage with HAND and appeal this ticket.

When the officer first came out to our property, he told my partner, in front of our five-year-old, that he was going to "ticket you for your bad attitude." This comment was made after my partner invited Kenny to look at the whole of our yard and see what we were up to. I am in fear that Kenny is retaliating against us and this feels like an abuse of power. We attempted to address this with John Hewett.

On the day we were fined, our neighbor's grass was nothing short of 3ft tall. It continues to grow as do many other yards in our neighborhood - I took eight photos of grass more than a foot tall on the day we were fined. I have attached a photo of my neighbor's grass as it currently stands. There's also a giant pile of unprocessed wood on our street. I am in no way pointing this out to get my neighbors in trouble. I know that these neighbors were not given a violation - I checked in with them. I feel unjustly targeted as I am committed to being in compliance with the city and working very hard to do so. I am feel so incredibly confused as to why I am solely getting ticketed.

Lastly, it feels important to name that a mentally unwell and volatile neighbor is likely responsible for reporting us. After interfering with this neighbor when he was harassing our other neighbor who lives alone and is a female, this volatile neighbor started to make false reports of child neglect and abuse to child protective services, reports of domestic violence to the police, reports to animal control, etc. When the police have come, they have told us they are keeping an eye on this particular neighbor because of his mental health status and behavior in the community. The police have advised us to keep track of any incidents in which we are reported to an agency as we are preparing to file for a protective order and that this reporting an agency will be in violation of the protection order. It feels as though this person has abused a system as a way to continue to harass our family.

Thank you so much for reading this and considering my appeal. Your time is appreciated. I hope if anything comes through this message it is that I am committed to creating a healthy environment in my yard and being a contributing, positive community member.

In connection, Katherine Glaser

Housing & Neighborhood Development Department (HAND) P.O. Box 100 401 N. Morton Street Bloomington, IN 47402 www.bloomington.in.gov/hand/

BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk so as to be visible from the street more than the conclusion of the street more than the conclusion of the street of the stree street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street for the time when such solid waste, recycling or yard waste is to be collected. be removed from the street or sidewalk on the same day as the collection is made. **Fine Due: \$15.00** NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.100(c). Ticket#

Notice of Violation

-23 Time 3:05 Address/location 25/0

BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste to be placed or deposit premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premiser output the intent to remove, cover or burn it. on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it. Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance. Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: Cut all arass no wood

Date 5

Issued by:

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This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works 4. Department, within seven days of the date of issuance of this NOV.

Owner Name	
Address	
City	State
Zip Code	
W:	

Agent Name		
Address		
City		State
Zip Code		
ail Copies To: Resident:	Owner:	Agent:

<u>City of Bloomington's Board of Public Works</u> <u>Decision on Appeal of Excessive Growth</u> <u>NOV #62023-05-0950</u>

On May 25, 2023, the City of Bloomington Department of Housing and Neighborhood Development (HAND) issued Notice of Violation #62023-05-0950 to Mike Clements and Cory Clements. Katherine Glaser timely appealed the Ticket to the Board of Public Works. The Board of Public Works heard testimony and received evidence regarding Notices of Violation on Tuesday, June 20, 2023. The Board of Public Works finds as follows:

- 1. Katherine Glaser has a possessory interest in the real property located at 2510 S. Bryan Street, Bloomington, Indiana (the "Property").
- 2. On May 25, 2023, City of Bloomington Neighborhood Compliance Officer Kenneth Liford did personally observe grass growing on the Property at a height greater than eight inches and brush piles on the Property.
- 3. Katherine Glaser admits that the Property has brush piles and grass growing at a height greater than eight inches and has allowed such to grow on the Property.
- 4. HAND appropriately issued the tickets to Katherine Glaser pursuant to BMC 6.06.050 because Katherine Glaser allowed the Property to be overgrown.

After reviewing all of the evidence and testimony presented, the Board of Public Works hereby:

Upholds the Following Notice of Violation: ______.

Voids the Following Notice of Violation: ______.

So ordered this 20th day of June, 2023.

Kyla Cox Deckard, President Board of Public Works City of Bloomington The Board of Public Works meeting was held Tuesday, June 06, 2023 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.

Present: Kyla Cox Deckard Elizabeth Karon Jennifer Lloyd

City Staff: Adam Wason - Public Works April Rosenberger -Public Works Aleks Pratt - City Legal, Attended via Zoom Neil Kopper - Engineering Paul Kehrberg - Engineering Alex Gray - Engineering Chris Wheeler – City Legal

None

None

- 1. Approval of Minutes; May 23, 2023
- 2. Resolution 2023-27; 4th of July Parade
- Outdoor Lighting Service Agreement with Duke Energy on E. 2nd Street from S. High Street to S. Woodscrest Drive
- 4. Approval of Payroll

Board Comments: None.

Karon made a motion to approve the Consent Agenda. Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

Neil Kopper, Engineering, presented Preliminary Engineering Contract with Bledsoe Riggert Cooper James for the Overhill Drive and Smith Avenue Sidewalk Project. See meeting packet for details.

Board Comments: Lloyd asked if the design would have to be redone since the funding isn't ready. Kopper replied that it is a possibility, but designing is usually discouraged if they think funding won't be approved. Lloyd asked if funding would be approved within the three year window. Kopper answered that he believes funding will be approved. Cox Deckard asked if there would be a totally new sidewalk for Overhill. Kopper confirmed. Cox Deckard then asked about the reference that Smith Avenue would be connected to College Avenue and Walnut Street. Kopper replied that the reason Smith Avenue is just a concept design is because it is such a complex space.

Karon made a motion to approve Preliminary Engineering Contract with Bledsoe Riggert Cooper James for the Overhill Drive and Smith Avenue Sidewalk Project. Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

REGULAR MEETING OF THE BOARD OF PUBLIC WORKS

ROLL CALL

MESSAGES FROM BOARD MEMBERS

<u>PETITIONS&</u> <u>REMONSTRANCES</u>

CONSENT AGENDA

NEW BUSINESS

Preliminary Engineering Contract with Bledsoe Riggert Cooper James for the Overhill Drive and Smith Avenue Sidewalk Project Paul Kehrberg, Engineering, presented Noise Permit and Street Closure Request from Duke Energy on S. Rogers Street from S. Rogers Substation North to W. Patterson Dr. (Sunday, June 11, 2023). See meeting packet for details.

Board Comments: Cox Deckard asked if the residents would have local access to get into their driveways. Kehrberg stated they would still have access, but mostly from the south.

Karon made a motion to approve the Noise Permit and Street Closure Request from Duke Energy on S. Rogers Street from S. Rogers Substation North to W. Patterson Dr. (Sunday, June 11, 2023). Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

Paul Kehrberg, Engineering, presented Sidewalk Closure Request from The Standard at Bloomington on N. College Ave. (June 19- June 26, 2023). See meeting packet for details.

Board Comments: Cox Deckard asked if there had been any recent issues since the project has so many different closures and restrictions. Kehrberg answered that he was not aware of any issues.

Karon made a motion to approve the Sidewalk Closure Request from The Standard at Bloomington on N. College Ave. (June 19- June 26, 2023). Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

Alex Gray, Engineering, presented Lane and Sidewalk Closure Request from Monroe County on S. College Ave. (June 12-June 23, 2023). See meeting packet for details.

Board Comments: Lloyd noted there is a typo on the agenda. The agenda item should read Lane and Sidewalk Closure Request from Monroe County on N. College Ave. (June 12-June 23, 2023), not S. College Ave. Cox Deckard asked if the sidewalk in front of the entrance of the Justice Building would remain open. Gray said she wasn't certain. Richard Crider, Crider & Crider Construction, confirmed that the main entrance would remain open.

Karon made a motion to approve Lane and Sidewalk Closure Request from Monroe County on N. College Ave. (June 12-June 23, 2023). Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

Alex Gray, Engineering, presented Temporary Sidewalk Closure Request from City of Bloomington Utilities on West side of Indiana Ave. from Alley North of Kirkwood to 6th Street (June 06 – June 16, 2023). See meeting packet for details.

Board Comments: None

Karon made a motion to approve the Temporary Sidewalk Closure Request from City of Bloomington Utilities on West side of Indiana Ave. from Alley North of Kirkwood to 6th Street (June 06 – June 16, 2023). Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

Chris Wheeler, City Legal, presented Lease with Summit Hill Community Development Corporation. See meeting packet for details.

Board Comments: Lloyd asked who was going to operate the licensed daycare. Wheeler stated that it was not known at the moment. Karon asked if there was a tentative timeline for the construction of the project. Wheeler stated he would be happy to get the answer and provide it later. Cox Deckard asked if there are any other housing authority developments that are owned by the City. Wheeler replied that he was unable to provide that answer, but would speak to Housing and Neighborhood Development to obtain that information.

Noise Permit and Street Closure Request from Duke Energy on S. Rogers Street from S. Rogers Substation North to W. Patterson Dr. (Sunday, June 11, 2023)

Sidewalk Closure Request from The Standard at Bloomington on N. College Ave. (June 19- June 26, 2023)

Lane and Sidewalk Closure Request from Monroe County on S. College Ave. (June 12-June 23, 2023)

Temporary Sidewalk Closure Request from City of Bloomington Utilities on West side of Indiana Ave. from Alley North of Kirkwood to 6th Street (June 06 – June 16, 2023)

Lease with Summit Hill Community Development Corporation Cox Deckard asked if something should happen that Summit Hill can't develop, what would happen to the lease. Wheeler stated that the lease could be terminated if they weren't able to use the property for the purposes stated in the lease.

Public Comments: Dave Askins, B Square Bulletin, stated that the exact address of the property is 1020 North Monroe Street. Askins stated that the zoning for property is R3, which is residential small lot. He asked if the lease agreement is consistent with the zoning designation or if the plan is to ask for a variance or rezoning. Wheeler confirmed the address to be 1020 as he misspoke. Wheeler also stated the Bloomington Housing Authority had secured a variance in April 2020 and had renewed it recently.

Karon made a motion to approve Lease with Summit Hill Community Development Corporation. Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

Adam Wason, Public Works, presented Change Order #3 with Ann-Kriss, LLC for Upgrades and Repairs to FS #4, on behalf of J.D. Boruff, Facilities Manager. See meeting packet for details.

Board Comments: Karon stated that she would recuse herself from the vote.

Lloyd made a motion to approve Change Order #3 with Ann-Kriss, LLC for Upgrades and Repairs to FS #4. Cox Deckard seconded. Cox Deckard took a roll call vote. All in favor, with one recusal, motion is passed.

Wason reminded residents that the Granfalloon Festival and Bloomington Handmade Market would take place during the upcoming weekend and road closures would start on Friday. Wason also mentioned that City Council would hear the sanitation rate proposal on Wednesday and that he would also be giving a brief presentation on pavement, sidewalk, and side path conditions.

Karon made a motion to approve claims in the amount of \$586,458.03. Lloyd seconded. Cox Deckard to a roll call vote. All in favor, motion is passed.

Cox Deckard called for adjournment at 6:06 p.m.

Accepted By:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

Jennifer Lloyd, Secretary

Date:

Attest to:

Change Order #3 with Ann-Kriss, LLC for Upgrades and Repairs to FS #4

STAFF REPORTS AND OTHER BUSINESS

CLAIMS

ADJOURNMENT



Board of Public Works Staff Report

Project/Event:	Request from City of Bloomington Utilities Department ("CBU") and Duke Energy, Inc. for two easements across City of Bloomington Property
Staff Representative:	Dan Hudson, representing City of Bloomington Utilities
Date:	June 20, 2023

Report: CBU needs to have necessary upgrades performed on its South Central Booster Station which is located at 600 E. Miller Drive. This where the CBU administrative and service center building is currently located. This real estate is owned by City of Bloomington. The booster station sits on the south west corner of the property. Immediately to the south of this property is another parcel of real estate which COB owns and is occupied by a City of Bloomington. Fire Station.

Duke has submitted a memorandum which shows the location of the booster station in relation to these two parcels of real estate.

Duke requires an easement to run electrical utilities across both parcels of real estate in order to provide upgraded services to the South Central Booster Station.



Environmental Engineers & Consultants 7256 Company Drive Indianapolis, IN 46237 PH : (317) 888-1177 FAX: (317) 887-8641

SUBJECT: Bloomington, IN South-Central Booster Station Service Upgrade

From: Jack Sizemore

Date: June 9, 2023

On February 21, 2023, Commonwealth Engineers Inc. and Duke Energy conducted a site visit to inspect the South-Central BPS. Upon inspection and known equipment being installed, it was decided that the South-Central BPS needed a service upgrade. Figure 1 displays the current transformer set up behind the South-Central BPS. To meet the National Electrical Code (NEC) clearance requirements, the equipment being installed cannot be installed inside the South-Central BPS building. Instead, the new equipment [VFDs] will need to be placed behind the South-Central BPS in leu of the current transformer set up. By removing the transforms feeding the BPS, a new feed is required to power the BPS. Figure 2 shows a 300kVA transformer across the street from the South-Central BPS, which is currently feeding the Bloomington Utilities Building. Duke Energy has been coordinating with Commonwealth Engineers Inc. to develop a course of action to remove the current transformers behind the BPS and install a new transformer across the street from the BPS to feed both the South-Central BPS and Bloomington Utilities. To do so, Duke Energy has provided Commonwealth Engineers Inc. with their course of action, which can be depicted in Figure 3. Duke Energy's design displays everything needed to upgrade the South-Central BPS service, specifically removing the platform bank and poles that are supporting the current transformers (P5), installing a new 1000kVA 277/480V transformer (P2), and shows the easements needed to the North and East of the South-Central BPS.



Figure 1. Removing Transformers



Figure 2. Current 300kVA transformer feeding Bloomington Utilities

Parcel # 53-08-09-100-010.000-009

Prepared by: Duke Energy Indiana, LLC Return to: Duke Energy Indiana, LLC Attn: Megan Johnson 1000 E Main St Mail Code: WP989 Plainfield, Indiana 46168

EASEMENT

State of Indiana County of Monroe

THIS EASEMENT ("**Easement**") is made this ______ day of ______ 2023, from CITY OF BLOOMINGTON, BOARD OF PUBLIC WORKS ("Grantor", whether one or more), to DUKE ENERGY INDIANA, LLC, an Indiana limited liability company ("Grantee").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "Facilities").

Grantor is the owner of that certain property described in Section 9, Township 8 North, Range 1 West, Perry Township, Monroe County, State of Indiana; being a part of a tract as recorded in **Instrument Number 1999022350**, in the Office of the Recorder of Monroe County, Indiana ("**Property**").

The Facilities shall be underground, except as needed on or above the ground to support the underground Facilities, and located in, upon, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land fifteen feet (15') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, and as generally shown on Exhibit "A", attached hereto and becoming a part hereof (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

- 1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
- 2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
- 3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
- 4. Intentionally omitted..
- 5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
- 6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
- 7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
- 8. Notwithstanding anything to the contrary above, the general location of the Facilities is shown on the sketch attached hereto as Exhibit A and incorporated herein by reference. The final and definitive location of the Easement Area shall become established by and upon the final installation and erection of the Facilities by Grantee in substantial compliance with Exhibit A.
- 9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this _____ day of ______, 2023.

CITY OF BLOOMINGTON, BOARD OF PUBLIC WORKS

	Signed Name	
	Printed Name	
	Title	
STATE OF		
COUNTY OF) ss:)	

This certificate relates to an acknowledgment in connection with which, no oath or affirmation was administered to the document signer.

The foregoing instrument	was acknowledged before me, a notary public in the county and sta	ate
written above this day	of, 2023 by	,
as	of CITY OF BLOOMINGTON, BOARD OF PUBLIC WOR	KS,
organized under the laws of Ind	ana.	

WITNESS my hand and official seal dated _____, 2023.

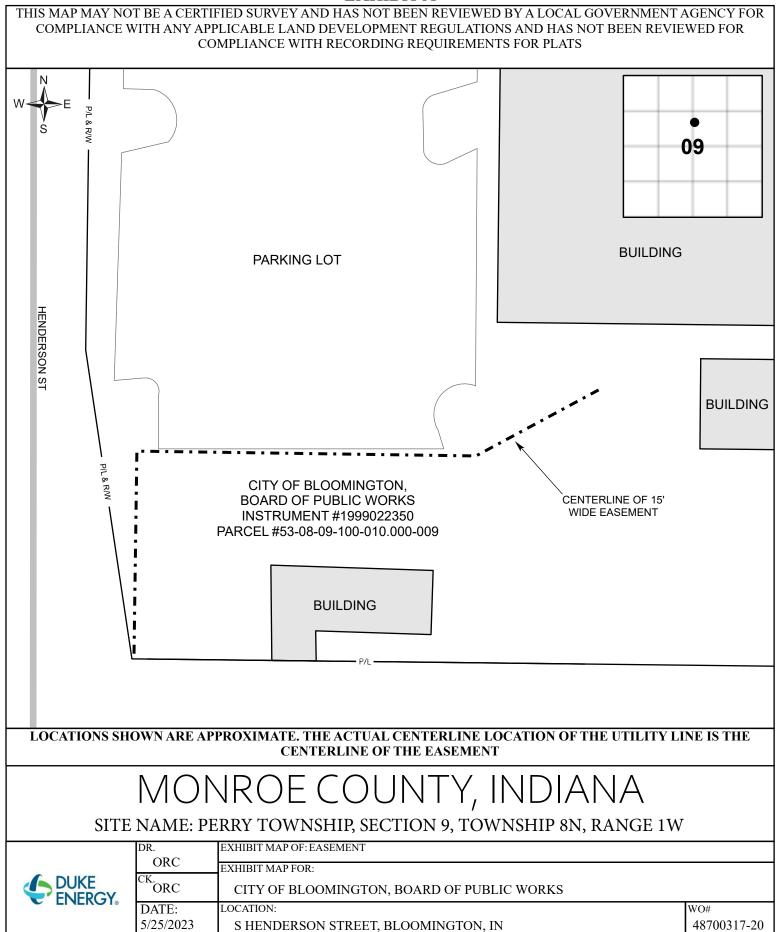
SEAL:

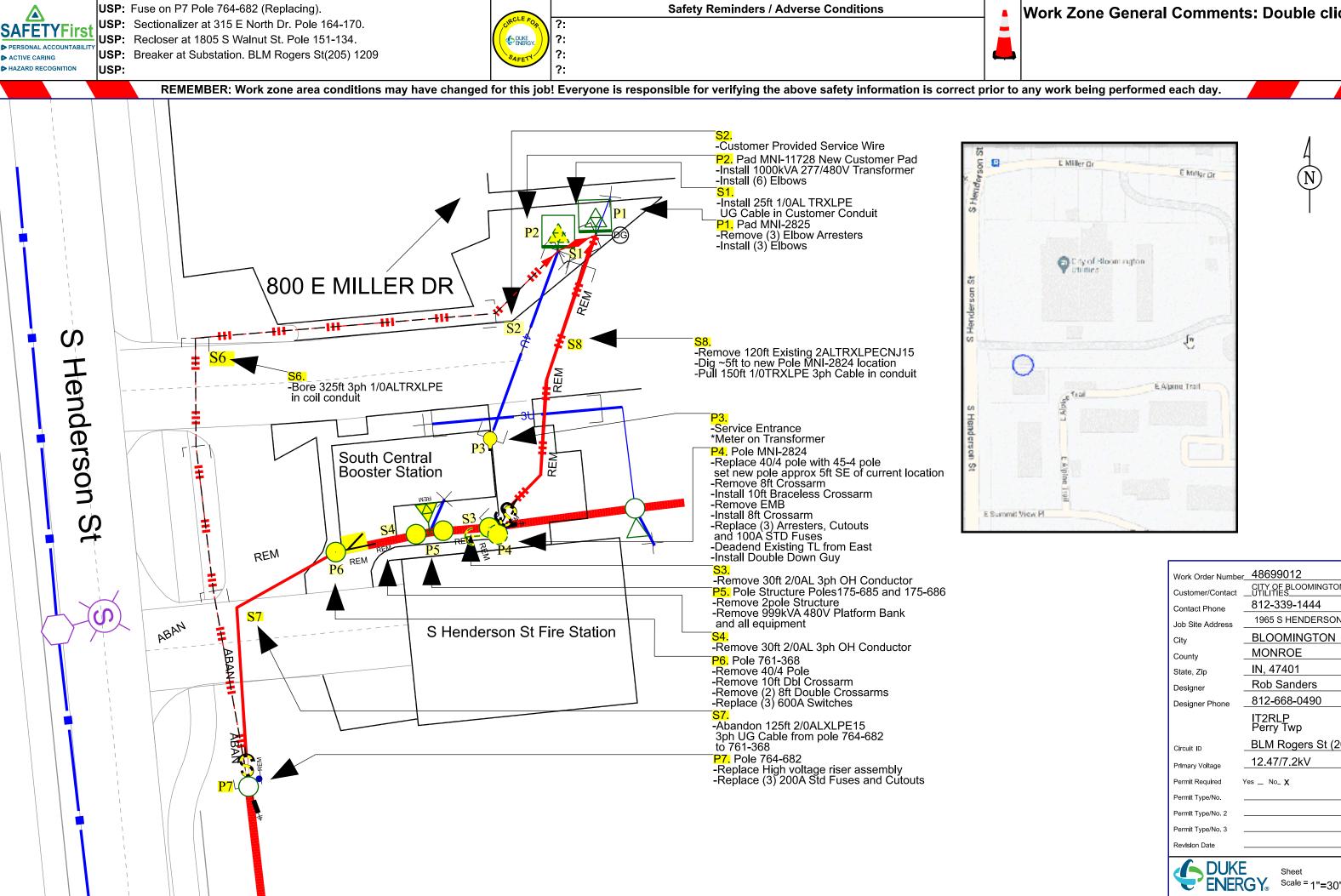
Signed:
Printed or Typed Name:
Commission expires:
My County of Residence:
My Commission Number:

This instrument prepared by Victoria Parker, Attorney-at-Law, 1000 E. Main St, Plainfield, IN 46168.

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Linda Wills

EXHIBIT A





Work Zone General Comments: Double click to e



	49600010
Work Order Number	
Customer/Contact	CITY OF BLOOMINGTON UTILITIES
Contact Phone	812-339-1444
Job Site Address	1965 S HENDERSON ST
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47401
Designer	Rob Sanders
Designer Phone	812-668-0490
	IT2RLP Perry Twp
Circuit ID	BLM Rogers St (205) 1209
Primary Voltage	12.47/7.2kV
Permit Required	Yes _ No_ X
Permit Type/No.	
Permlt Type/No. 2	
Permit Type/No. 3	
Revision Date	

Sheet

Parcel # 53-08-09-100-002.000-009

Prepared by: Duke Energy Indiana, LLC Return to: Duke Energy Indiana, LLC Attn: Megan Johnson 1000 E Main St Mail Code: WP989 Plainfield, Indiana 46168

EASEMENT

State of Indiana County of Monroe

THIS EASEMENT ("**Easement**") is made this ______ day of ______ 2023, from CITY OF BLOOMINGTON, INDIANA, A MUNICIPAL CORPORATION ("Grantor", whether one or more), to DUKE ENERGY INDIANA, LLC, an Indiana limited liability company ("Grantee").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers

(collectively, "Facilities").

Grantor is the owner of that certain property described in Section 9, Township 8 North, Range 1 West, Perry Township, Monroe County, State of Indiana; being a part of a tract as recorded in **Instrument Number 1987200275**, in the Office of the Recorder of Monroe County, Indiana ("**Property**").

The Facilities shall be underground, except as needed on or above the ground to support the underground Facilities, and located in, upon, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land fifteen feet (15') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, and as generally shown on Exhibit "A", attached hereto and becoming a part hereof (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

- 1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
- 2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
- 3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
- 4. Intentionally omitted.
- 5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
- 6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
- 7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
- 8. Notwithstanding anything to the contrary above, the general location of the Facilities is shown on the sketch attached hereto as Exhibit A and incorporated herein by reference. The final and definitive location of the Easement Area shall become established by and upon the final installation and erection of the Facilities by Grantee in substantial compliance with Exhibit A.
- 9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

\mathbf{I}	N WITNESS WHEREOF, Grantor has signed this Easement under seal eff	ective this
day of _	, 2023.	

CITY OF BLOOMINGTON, INDIANA,
A MUNICIPAL CORPORATION

Signed Name

Printed Name

Title

STATE OF _____)
COUNTY OF _____)

This certificate relates to an acknowledgment in connection with which, no oath or affirmation was administered to the document signer.

The foregoing instrument was acknowledged before me, a notary public in the county and state written above this ______ day of ______, 2023 by ______, as ______ of CITY OF BLOOMINGTON, INDIANA, A MUNICIPAL CORPORATION, organized under the laws of Indiana.

WITNESS my hand and official seal dated _____, 2023.

SEAL:

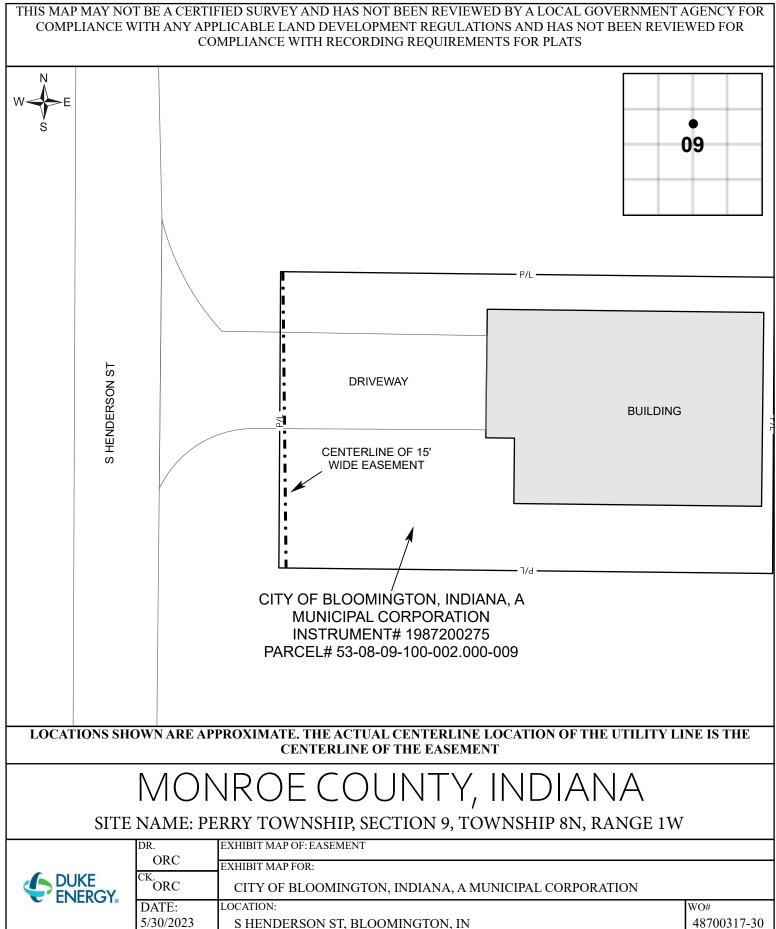


Signed: ______
Printed or Typed Name: ______
Commission expires: ______
My County of Residence: ______
My Commission Number: ______

This instrument prepared by Victoria Parker, Attorney-at-Law, 1000 E. Main St, Plainfield, IN 46168.

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Linda Wills

EXHIBIT A





Project/Event:	Mobile Vendor in Right of Way
PW Resolution No:	2023-25
Petitioner/Representative:	Donald Hillenburg, Owner of Big Ds BBQ
Staff Representative:	Susan Coates
Meeting Date:	6/20/2023

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

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

This application is for 1 year.

Staff is supportive of the request.



Business License Cover Sheet

Business Name	Big Ds BBQ
License Type	Mobile Vendor License
Contact	Donald Hillenburg
Phone	812-606-9281
Email	dhillenburg01@gmail.com
BPW Resolution No (if applicable)	2023-25
Issue Date of License	6/20/2023
Expiration Date of License	6/20/2024
Scanned?	
Renewal Date for License	6/20/2024
Department Head	Alex Crowley
Record Destruction Date	6/20/2027
ESD Tracking No	N/A
Document Physical Filing Location	2-drawer file cabinet at ESD Admin's desk
Document Digital Filing Location	I:\common\Economic Development\BUSINESS\Business Licensing\Licenses\Mobile Vendor License\Businesses

Date: MAY 14, 2023

MOBILE VENDOR LICENSE APPLICATION



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

CITY OF BLOOMINGTON 812-349-3418

1. License Length and Fee Application Lenoth of 1 Year 6 Months 3 Months 30 Days 7 Days License: 3 Days 24 Hours \$350 \$200 \$150 \$75 \$50 \$30 \$25 License Fee:

2. Applicant Information

Z, Applicant 1	
Name:	Don Allenburg
Title/Position:	Owner
Date of Birth:	11-10-1971
Address:	13198 E. EDWARDS Kd
City, State, Zip:	Solsberry IN 47459
E-Mail Address:	dhillen largoi egmail.com 812-1070-9281 Mobile Phone: 812-606-9281
Phone Number:	812-102-9281 Mobile Phone: 812-606-9281

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

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

Received in ESD MAY 2 2023

4. Company Information

Name of Employer:	BIG D.	s BBQ			· · · · · · · · · · · · · · · · · · ·
Address of Employer:	1	. Bouder	र ह्य	··· ·	·· · · · · · · · · · · · · · · · · · ·
City, State, Zip:	Solsbern	IIN	47459		·····
Employment Start Date:	June 2		End Date (If I	known):	
Phone Number:	812-60	-	al an appropriate and the series for the second		e an for a community of the second
Website / Email:			5 mint. c	OM	a ann an Ann ann a
Company is a:	Liability Corporation (LLC)	Corporation	Partnership	Sole Proprietor	Other:

5. Company Officer Information

Name	Address
on HIHerverry	13/95 5 BALLARDS Kot Solsborry.
John Smith	18198 & BAWARDS Rol Solsborry. 1920 & Schacht RI Bloth 4740
· · ·	
······	

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

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Date of incorporation or organization:	Jun 1019
State of incorporation or organization:	INDIANA
(If Not Indiana) Date qualified to transact business in state of Indiana:	

Jalapenos Salsa Onions 4 Į Chaese MA Sauce Sandwiches ۲. Bakes Beans Sour Cream Jalapenos PPork PChicken Sandwiches Chr Fries Selse 1 Onlons Brisket TOD Philip 1 ; P Pork P Chicken <u>}</u>. Chz Nachos Burger Jumbo HD . • • 5.55 Sandwiches Brisket TBD Fries Sauce Sandwiches PPork P Chicken

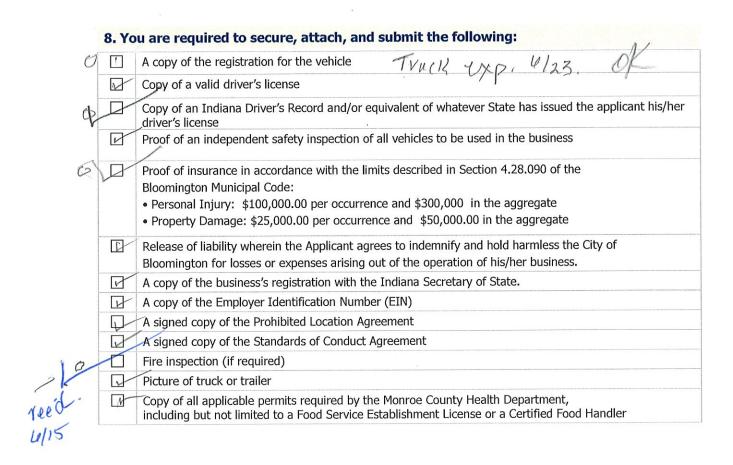
1.

(If Yes) Provide details

1

7. Description of Mobile food	product or service to be sold and an I TVUCK VEUCIUS Smok	y equipment to be used \mathcal{BBQ}_{i}
Planned hours of operation:	8:004m - 10:000m	
Place or places where you will conduct business (If private property, attach written permission from property owner):	8:00 km - 10:00pm Various Locations in Bloomigton Some lansiness	
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach	
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes	No

BigDSBBQ



	For City Of Bloomington Use Only								
	Date Received:	Received By:	Date Approved:	Approved By:					
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS									THIS				
CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES										ES			
BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED									ED				
	REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.												
IM	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									ent on			
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	Bloomington IN 47402												

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Bureau of Motor Vehicles Customer Transaction Receipt

State Form 51717 (R / 4-16)

Branch:	BLOOMINGTON SST (273)		Date:	6/1/23	Time:	12:12:38 pm EDT
	1531 S CURRY PIKE BLOOMINGTON, IN 47403-2716	1				

Visit ID: 275574688

Visit Customer: DONALD AUSTIN HILLENBURG JR

Transactions

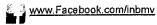
<u>Trans ID (PIN)</u> 369306457	<u>Trans Type</u> Miscellaneous -	New Service Sales	<u>Tr</u> N	<u>ales</u> Subtype	<u>Amount</u> \$4.00
				Subtotal:	\$4.00
				Sales/Use Tax:	\$0.00
				Credit Applied:	\$0.00
				Transaction Fee:	\$0.49
				Total :	\$4.49
Payment Method	CREDIT	Amount	\$4.00	· · · · · · · · · · · · · · · · · · ·	
Merchant ID	273SST	Card Type	MASTERCARD	Authorization Number	021239
Terminal ID	SST273100	Entry Method	S	Trans Sequence No	171037458
Batch No	0			Account Number	************0714
Total Due:	\$4.49				
Amount Pald:	\$4.49				
Change Due:	\$0.00				

IMPORTANT NOTICE

Please allow 14 days to receive your credential and 21 days to receive your title or registration. If you do not receive your credential, title, or registration in the time period provided or have any questions regarding any of these items, visit <u>www.myBMV.com</u> or call the BMV contact center at 888-692-6841. You will be able to track the progress of your registration or title by using your Transaction ID PIN number listed above and calling 888-692-6841. Please allow 30 days to receive an approved Personalized License Plate.

The \$25 express credential service fee provides prioritized processing and mailing Occasional delays in verification of an applicant's documents or image are possible, resulting in an extended processing time.

You may renew your motorcycle learner's permit only one time for one year. If you do not obtain a motorcycle endorsement before the expiration of the renewed motorcycle learner's permit, you must wait one year to a, ply for a new permit (IC 9-24-8-3).



www.Twitter.com/inbmy

WWW.myBMV.com

vansaction commation page does not represent successful processing of the transaction with your financial institution. Your ordered item(s) will be delivered regardless of payment status.

Thank you for renewing your license plates and registrations through myBMV.

Your license plate or stickers and registration card will be mailed to the mailing address the BMV has
multiple plates, your license plates may arrive in multiple shipments.

Big Dis B

 All registration cards and license plates or stickers will be mailed to you within 14 days. You can check by logging into your myBMV account and visiting the Status of Registration/Plate Renewal option.

Ordered items will be delivered to the Account Holder NOT the payer.

Transaction Date : 5/31/2023 12:21:13 PM

Payer Information

DONALD AUSTIN HILLENBURG 2590 W ARCHER LN BLOOMINGTON, INDIANA - 474034219

Phone Number : (812) 606 - 9281 Email Address : DHILLENBURG01@GMAIL.COM

Account Information

Expiration Date : Checking Account Number : Check Routing Number :

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1 - Registration Renew (MV)			
VIN	PLATE NUMBER	REG YEAR	
1FTBF2B67BEB31243	TK426NLX	2023	
1 - Registration Renew (MV)			
VIN	PLATE NUMBER	REG YEAR	-
4YMBU1214HG083652	TR193ZPG	2023	
1 - Registration Renew (MV)			
VIN	PLATE NUMBER	REG YEAR	
5NMSG13DX9H332419	WGM361	2023	
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^{sandwiches} PPork PChicken Jalapanos ~~~ Che Frie Salaa P Pork P Chicken Brisket TBD Philly Onions Chr Nachos Burger " R, Sandwiches Frier đ. State Form 48059 (R5/7-17) INDIANA CERTIFICATE OF VEHICLE REGISTRATION Approved by State Board of Accounts 2017 CLASS AGE ISSUE DATE PUR DATE COUNTY TP P_YR R 22 13 05/07/22 PLATE 11 04/28/18 PL TP WEIGHT PR YR PRIOR YR PL TX426NLX -3 TYPE 53 - MONROE TK426NLX GT EXPIRATION DATE 11 21 N MUNICIPALITY GT VEHICLE YEAR 06/07/23 MAXE MODEL VEHICLE IDENTIFICATION NUMBER TYPE NONE OF THE ABOVE COLOR INSTRUCTIONS FOR APPLYING PLATE! 11 FOR 1F7BF2B67BEB31243 F25 GURRENT EXTAX TK EX CREDIT DAY CREDIT WHV CO. WHEELSUR MUN. WHEELSUR STATE REG FEELADMIN FEE NET EX TAX YEAR TAX 1. Verily plate number and decai match. 30.00 0.00 0.00 TOTAL 2. Do not attempt to apply decal E temper 30.00 25.00 0.00 PRIOR EX TAX 45.35 0.00 EX CREDIT DAV CREDIT 100.35 NET EX TAX CO. WHEEL/SUR MUN. WHEEL/SUR -10 degrees Fahrenineit. YEAR TAX 0.00 STATE REG FEE 0.00 AOMIN FEE 0.00 Clean and dry plate before allbring new d 0.00TOTAL 0.00 0.00 0.00 REGISTRATION LICENSE TYPE TRUCK 11,000 GENERAL TRUCK NEW FORMAT 0.00 0.00 Remove decal by bending corner of carr 4. along dotted line. Next, lift up comer of decal where card i 5. Legal Address Decal is tragile peel decal of slowly. 6. 2550 W ARCHER LH 7. Place decai in the upper right corner of BLOOMINGTON IN 47403-4219 nia DONALD JR & CRYSTAL HILLENBURG Rub or press timely around edges of da 8. ٣ 2590 W ARCHER LN v **BLOOMINGTON IN 47403-4219** 0101 > 000.00.000 <u>ب</u> ٨

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STATE OF INDIANA

Eric J. Holcomb, Governor

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

Certification of Driver's Record

For:

•;

DONALD AU5 (IN HILLENBURG JR DOB: 11/10/1971) STATUS: VALID as of 06/01/2023 NUMBER of DOCULE INTS: 1

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

Therefore, by my duly authorized representative, I certify this record by my signature and by the seal of the Indiana Bureau of Motor Vehicles this 1st of June, 2023.

likah G

Rebekah Erwin, Director of Driver Records



BMV

STATE OF INDIANA

Indianapolis, Indiana 46204 Telephone: (888) 692-6841

BUREAU OF MOTOR VEHICLES

Eric J. Holcomb, Governor

Joe B. Hoage, Commissioner

100 North Senate Avenue

Indiana Official Driver Record

As of 06/01/2023 12:12 pm

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

DONALD AUSTIN HILLENBURG JR 2590 W ARCHER LN BLOOMINGTON, IN 47403-4219	License type: License expires:	8941-40-3672 DRIVERS 11/10/2024 VALID Not needed					
Birth date: 11/10/1971 Gender: M	ALE Current points: 6 Social Security #:	D					
Physical Description: Height: 5'8" W	eight: 230lbs Hair color: BROW	/N Eye color: BLUE Donor: T					
Endorsements: None							
Pending Endorsements: None							
Restrictions: CORRECTIVE LENSES							
Pending Restrictions: None							
Suspension Information (* indicates (** indicates No Suspensions were found.	active suspensions) closed/expired active suspension	ons stayed)					
Pending Suspension Information No Pending Suspensions were four	d.						
Disqualification Information (* indicates active disqualifications) No Disqualifications were found.							
Pending Disqualification Information No Pending Disqualifications were f	ound.						
Out of State Withdrawal Information No OOS Withdrawals were found.							

Driver number: 8941-40-3672 DONALD AUSTIN HILLENBURG JR

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DOB: 11/10/1971

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Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazmat
02/22/1993	4	SPEEDING 46/30	02/10/1993	KNOX SUPERIOR #2 / 42D0293IF540			No	No
03/12/1990	4	YIELD SIGN VIOLATION	02/24/1990	MONROE SUPERIOR #4 TRAFFIC / 53D049002IF1610			No	No

Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
15	06/08/2018	2590 WARCHER LN	BLOOMINGTON	 IN	47403-4219
14	10/18/2011	2590 WARCHER LN	BLOOMINGTON	IN	47403-4219
12	03/29/2011	13198 E EDWARDS RD	SOLSBERRY	IN	47459-8351
10	11/27/2010	2590 WARCHER LN	BLOOMINGTON	IN	47403-4219
9	08/10/2006	2590 WARCHER LN	BLOOMINGTON	IN	47403-4219
8	01/18/2001	547 MAGNOLIA COURT	BLOOMINGTON	IN	47403
6	12/03/1996	R 2 BOX 103A	SOLSBERRY	IN	47459
5	12/03/1996	R 2 BOX 103A	SOLSBERRY	IN	47459
4	11/30/1994	RR 2 BOX 104	SOLSBERRY	IN	47459
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Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
15	06/08/2018	2590 WARCHER LN	BLOOMINGTON	IN	47403-4219
14	10/18/2011	2590 WARCHER LN	BLOOMINGTON	IN	47403-4219
13	10/18/2011	2590 WARCHER LN	BLOOMINGTON	IN	47403-4219
11	03/29/2011	2590 WARCHER LN	BLOOMINGTON		47403-4219
10	11/27/2010	2590 WARCHER LN	BLOOMINGTON		47403-4219

Driver	number:	8941-40-3672	DONALD AUSTIN	HILLENBURG JR	D	OB: 11/10/1971
9	08/10/2006	2590 W ARC		BLOOMINGTON	IN	47403-4219
7	01/18/2001	547 MAGNO	LIA COURT	BLOOMINGTON	IN	47403

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Credential Issuance

Interim Credential Issue Date: 12/21/2018, Expiration Date: 1/20/2019, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 13718150
Issue Date: 12/21/2018, Renew License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 11/10/2024
Issue Date: 11/09/2012, Renew License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 11/10/2018
Interim Credential Issue Date: 10/18/2011, Expiration Date: 11/17/2011, Reason: AMEND DL W/O CARD, IN-STATE, Control #: 1965547
Issue Date: 10/18/2011, Amend License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 11/10/2012
Issue Date: 12/12/2008, Renew License, DRIVERS (4 YR), Endorsements: None, Restrictions: B, Expiration Date: 11/10/2012
Issue Date: 08/10/2006, Amend License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 11/10/2008
Issue Date: 07/22/2004, Renew License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 11/10/2008
Issue Date: 05/13/2004, Renew MC Permit, MOTORCYCLE LEARNER'S PERMIT, Endorsements: None, Restrictions: B, Expiration Date: 05/31/2005
Issue Date: 05/23/2003, Renew MC Permit, MOTORCYCLE LEARNER'S PERMIT, Endorsements: None, Restrictions: B, Expiration Date: 05/31/2004
Issue Date: 01/18/2001, Renew License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 11/10/2004
Issue Date: 12/03/1996, Renew License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 11/30/2000
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Remarks

No Remarks were found.

* End of Driver Record *

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PER	FORMING INSPECTI	ON EEG	Auto
INSPECTOR'S N	IAME (Jun)	that	INSPECTOR'S PHONE # <u>8/2-369-9056</u>
DATE OF INSPE	CTION May 1	423	
TAXICAB COMP	ANY		
VEHICLE YEAR	2017MAKES	DG	MODEL Smoker Trailer
VIN_ <u>HS9</u>	SISH6HW3	6 4622	MODEL <u>J FORD</u> JPAU/H
IGHTS	PASS	FAIL	COMMENTS

LIGHTS (Front & Rear)	PASS	FAIL	COMMENTS	
FLASHERS	\checkmark			ř
REFLECTORS			in provide the second sec	
HORN		1		· · · · · · · · · · · · · · · · · · ·
WINDSHIELD WIPERS	······································	#		· · ·
MIRRORS	>	1 	**************************************	
SEATBELTS		······································	· · · · · · · · · · · · · · · · · · ·	
BUMPER HEIGHT	- 	÷		>
ALL WINDOWS				
MUFFLER				•.
TIRES	\checkmark			· &
BRAKES	14 10			- i
DOORS	<u> </u>			
GENERAL CONDITION OF VEHICLE		1.	i	

Attach this completed Inspection Sheet with your permit or renewal application and remit to: City of Bloomington Department of Economic and Sustainable Development 401 N. Morton St. Bloomington, Indiana 47404 812-349-3410

~aaed Loaded Loadad ^{sand}wiches Suc Sandwiches . Sour Creat P Pork lalapenos P Chicken Cha Pi Salaa Briskert P Port Ontona 8 84 Che Nachna Additional Comments by Inspector: bmit th valent I vehi ts d€ te i кe ÷. Inspector Signature Mot 25 Date: ŝ, Ň 1 Ş,

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Attach this completed Inspection Sheet with your permit or renewal application and remit to: **City of Bloomington**

City of Bloomington Fire Department

Mayor John Hamilton Fire Chief Jason Moore 300 E 4th St Bloomington IN 47402 (812) 332-9763 Fax (812) 332-9764

Temporary Food Vendor

Date: 06/15/2023

Business Name: Big Ds BBQ

Address: 271 SMITHVILLE RD Bloomington, IN 47403

Phone:

The following permit has been issued:

Permit No. 23-0247

Type: FOOD Temporary Vender/Cooking

Issued Date: 06/15/2023 Effective Date: 06/15/2023 Expiration Date: 06/15/2024

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



Tim Clapp Fire Marshal Bloomington Fire 812-349-3889

06/15/2023

Inspector: Tim Clapp

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1			CER	TIF	ICATE OF LIA	BILI	TY INSU	JRANC	E	5.	/23/2023
T	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.											
l IIV	SUB	ROGATION IS WAIVED, subje	t to th	e tern	is and conditions of the i	ncy(ies	certain polic	les may requ	lire an endorsement. A	staten	nent on
th	is ce	ertificate does not confer right	s to the	certi	ficate holder in lieu of su	ch end	orsement(s).	· · · · · · · · · · · · · · · · · · ·			
PRO	DUCE	R				CONTAC NAME:	Amy Bedy	well			
Cho	oice I	nsurance Agency, Inc.				PHONE (A/C, No	Ext); (812) 84	47-3237	FAX (A/C, No):	(812)	847-3277
118	9 A S	St NE				ADDRESS: Amyb@thechoiceins.com					
						INSURER(S) AFFORDING COVERAGE				NAIC #	
Lin	ton				IN 47441	INSURE	ra: ERIE IN	S EXCH			26271
INSU	RED					INSURE	RB:				
BIG	D'S I	BBQ LLC				INSURE	RC:				
AT.	IN: D	ONNIE HILLENBURG				INSURE	RD:				
131	98 E I	EDWARDS RD				INSURE	RE:				
SOI	SBEI	RRY			IN 47459-8351	INSURE	RF:				
CO	/ER/				NUMBER:				REVISION NUMBER:		
T	IS IS	TO CERTIFY THAT THE POLICIES TED. NOTWITHSTANDING ANY R	OF INS	URAN	CE LISTED BELOW HAVE BE	EN ISS		ISURED NAM	ED ABOVE FOR THE POLIC	Y PERK	OD US
C	ERTIF	FICATE MAY BE ISSUED OR MAY I	ERTAIN	, THE	INSURANCE AFFORDED BY	THE PC	LICIES DESCE	RIBED HEREIN	IS SUBJECT TO ALL THE	TERMS,	
E)	KCLU	ISIONS AND CONDITIONS OF SUC	H POLIC	IES. L	IMITS SHOWN MAY HAVE BE	EN RED	DUCED BY PAI	D CLAIMS.			
INSR LTR		TYPE OF INSURANCE	INSC	USOBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIM	TS	
	X	COMMERCIAL GENERAL LIABILITY		1					EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR							PREMISES (Ea occurrence)	\$	1,000,000
									MED EXP (Any one person)	\$	5,000
A			Y		Q44-0950796		08/09/2022	08/09/2023	PERSONAL & ADV INJURY	\$	1,000,000
	GEN	LAGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000
	X								PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:							COMBINED SINGLE LIMIT	\$	
	AUT	OMOBILE LIABILITY							(Ea accident)	\$	
		ANY AUTO							BODILY INJURY (Per person)	\$	250,000
A			08/09/20	08/09/2022	08/09/2023	BODILY INJURY (Per accident) PROPERTY DAMAGE) \$ 	500,000			
		HIRED NON-OWNED AUTOS ONLY							(Per accident)	\$ 	100,000
		UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
		EXCESS LIAB CLAIMS-M	.DE						AGGREGATE	\$	
	ANO D	DED RETENTION \$							PER OTH- STATUTE ER	\$	
AND EMPLOYERS' LIABILITY VIN						h					
ANY PROPRIETOR/PARTNER/EXECUTIVE								E.L. EACH ACCIDENT	\$		
(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYE			
	DES	CRIPTION OF OPERATIONS below		-					E.L. DISEASE - POLICY LIMIT		
DES	CRIPT	TION OF OPERATIONS / LOCATIONS / V	HICLES	(ACOR	D 101. Additional Remarks Schee	lule. mav	be attached if m	ore space is req	l		
		(07/16) ADDITIONAL INSURED								LUCTIO	N
		EMENT WITH YOU							-		
Certificate Holder is included as additional insured as required by contract.											
	CERTIFICATE HOLDER CANCELLATION										
	111						^				
							ESCRIBED POLICIES BE				
City of Bloomington				THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
		City of Diooninigton									
PO Box 100				AUTHORIZED REPRESENTATIVE							
Amy Bedwell											
I		Bloomington IN 47402									

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

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

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

Name. Printed Venature

5-14-2

Date Release Signed

John Hamilton Mayor CITY OF BLOOMINGTON

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

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

Standard of Conduct Agreement

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

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

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

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

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

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

Vendo	or:	
Name:	Don Hillen buss	
Signatu	are: Down	······································
Date:	May 14 2023	

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

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

Prohibited Location Agreement

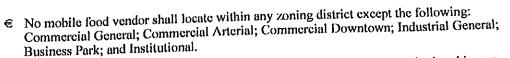
Bloomington Municipal Code Section 4.28.140 prohibits Mobile Vendor Units from operating in certain locations. This Agreement provides for all of the prohibited locations. Two maps are also attached to this Agreement. All signatories to this Agreement are required to review not only this Agreement, but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

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

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

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

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

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

Vendor:

N Hilleyba Name: Signature Date:

State of Indiana Office of the Secretary of State

Certificate of Organization of BIG D'S BBQ LLC

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

NOW, THEREFORE, with this document I certily that said transaction will become effective Thursday, June 27, 2019.



In Witness Whereof, I have caused to be allixed my signature and the seal of the State of Indiana, at the City of Indianapolis, June 27, 2019.

Corrie Famon

CONNIE LAWSON SECRETARY OF STATE

201906271331287 / 8309547

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

IRS DEPARTMENT OF THE TREASURY INTERNAL REVENUE SERVICE CINCINNATI OH 45999-0023

BIG DS BEQ LLC DONALD AUSTIN HILLENBURG JR SOLE MB 13198 E EDMARDS RD SOLSBERRY, IN 47459 Date of this notice: 06-28-2019

Employer Identification Number: 84-2254801

Form: \$5-4

Number of this notice: CP 575 G

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION MUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you BIN 84-2254801. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

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

INPORTANT REMINDERS:

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

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

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



Mobile Food Service Establishment License Monroe County Health Department

This is to certify that:

BIG D'S BBQ #3 DON HILLENBURG 1002 W.POPCORN ROAD - HARRODSBURG COMMUNITY CENTER HARRODSBURG, IN 47434

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



Issued: 2/28/202

2023

Monroe County Health Officer

ION-NEGOTIABLE AND NOT TRANSFERABLE

By

PERMIT EXPIRES FEBRUARY 29, 2024



41 N Morton St., Suite 150 Bloomington, IN 47402 Phone 812-349-3418 DATE: May 23, 2023 INVOICE # 2023-25 FOR: Business License Due Date: UPON RECEIPT

INVOICE

Bill To: Big D's BBQ 13198 E Edwards Rd Solsberry, IN 47459 Submit Payment To: City of Bloomington PO Box 100 Bloomington, IN 47402

ATTN: Don Hillenburg <u>dhillenberg01@gmail.com</u> ATTN: ESD

Call (812) 349-3412 to pay by Credit Card

DESCRIPTION	AN	AMOUNT		
Mobile Vendor License - 1 year		\$	350.00	
	Total:	\$	350.00	

Make Checks Payable to City of Bloomington

PULIO CIC: 23

PAYMENT DATE 05/24/2023

COLLECTION STATION 06 Controller

RECEIVED FROM

BIG D's BBQ / DON HILLENBURG

DESCRIPTION

1 YEAR MOBILE VENDOR LICENSE

City of Bloomington 401 N. Morton Street Bloomington, IN 47404 BATCH NO. 2023-05004353 RECEIPT NO. 2023-00083357 CASHIER Julie Baker

		RECEIPT DESCRIPTION		TRANSACTION AMOUNT \$350.00
04-101-0000-1020	101 Econ Dev	v Permits		\$330.00
Payments:	Type Charge	Detail Credit Card Type: Credit Card Number: xxxx Authorization Code:	Amount \$350.00	
		Total Cash Total Check Total Charge Total Wire Total Other Total Remitted Change Total Received	\$0.00 \$0.00 \$350.00 \$0.00 \$350.00 \$350.00 \$350.00	
			Total Amount:	\$350.00

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS RESOLUTION 2023-25 Mobile Vendor in Public Right of Way Big Ds BBQ

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

WHEREAS, Big Ds BBQ ("Vendor"), is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

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

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

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen and food truck for 1 year beginning 6/20/2023, and ending on 6/20/2024.

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

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

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

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

ADOPTED THIS THE 20th DAY OF JUNE, 2023.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Jennifer Lloyd, Vice-President

Elizabeth Karon, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2023-25 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Date: _____

Donald Hillenburg



Board of Public Works Staff Report

Project/Event:	Approve License Agreement with the Trustees of Indiana University for Curb Ramp Reconstruction on East 3 rd Street
Petitioner/Representative:	Engineering Department
Staff Representative:	Neil Kopper, Senior Project Engineer
Date:	6/20/2023

Report: A recently awarded City construction contract includes asphalt resurfacing and curb ramp replacement on East 3rd Street between Eagleson Avenue and Overhill Drive. In three locations adjacent to Indiana University campus, the curb ramps installation will take place on property owned by the Trustees of Indiana University. This license agreement provides permission for the City's construction contractor to enter this property and perform the work. No funding is impacted with approval of this license agreement. Project construction is scheduled for summer 2023.

LIMITED LICENSE AGREEMENT

This Limited License Agreement ("Agreement") is entered into on this _____ day of _____, 2023 (the "Effective Date") between **The Trustees of Indiana University**, a statutory body politic of the state of Indiana, as licensor ("IU"), and **City of Bloomington**, as licensee ("Licensee").

- 1. <u>License and Premises</u>. Subject to the terms and conditions of this Agreement, IU hereby grants to Licensee, and to no other person or entity, a non-exclusive limited license to enter upon certain real property owned by IU located in Monroe County, Indiana, located at the three locations on East Third Street as outlined on Exhibit "A", attached hereto and made a part hereof by this reference (the "Premises"), for the purpose of constructing a concrete sidewalk, installation or replacement of curbs and curb ramps, and associated grading work as part of Licensee's resurfacing project.
- 2. <u>Term and Termination</u>. The term of this Agreement (the "Term") shall be <u>five</u> months beginning on the Effective Date. Upon expiration or earlier termination of the Agreement, Licensee shall remove all of Licensee's equipment and property from the Premises and restore the Premises as detailed in Section 5.
- 3. <u>Fee</u>. Licensee shall not pay a Fee under this Agreement.
- 4. <u>Use</u>. Licensee shall use the Premises exclusively for the purposes described in Section 1 above. Licensee may not place or install any fixtures, equipment, or other property on the Premises other than that which is necessary to perform Licensee's work under this Agreement.
 - a. IU may revoke or modify Licensee's permission to use the Premises in whole or in part if at any time Licensee fails, neglects or refuses to perform to IU's satisfaction any of Licensee's duties or obligations as set forth in this agreement, and Licensee shall not allow any act to be done or condition to exist on the Premises or any part thereof, or any article to be brought thereon, which may be dangerous, unless as required by the work to be performed and safeguarded as required by law, or which might render void or voidable any insurance then in force or required under this Agreement. Licensee agrees not to commit or allow to be committed any waste or nuisance on or about the Premises.
 - b. Licensee's use of the Premises shall be exercised in a manner that does not interfere with IU's other use or occupation of the Premises or IU's other property or premises.
 - c. Licensee has inspected and accepts the Premises "as-is" and "where-is", and hereby agrees that IU shall have no responsibility for the condition of the Premises to Licensee or to any of Licensee's employees, contractors, sub-contractors, or invitees. No warranty or representation is provided by IU as to the condition of the Premises or its fitness for Licensee's use.

- d. Licensee shall be solely responsible, at Licensee's sole cost and expense, for procuring all permits and other approvals necessary from any local, municipal, state, or federal agency or other governing body required for Licensee's work.
- 5. <u>Restoration</u>. Licensee, at Licensee's sole cost, shall be responsible for removing all of Licensee's equipment and property from the Premises upon expiration or earlier termination of the Agreement. Licensee agrees to repair, at Licensee's sole cost and expense, any and all damage or destruction to the Premises or other parts of IU's Property caused by Licensee, including Licensee's employees, agents, contractors, sub-contractors, guests, or invitees (hereinafter referred to as "Licensee Parties", and each individually as a "Licensee Party"). Such restoration shall be completed to IU's sole satisfaction, repairing the Premises and any of IU's Property to the same or substantially the same condition in which the property was found immediately before the Effective Date of this Agreement.
- 6. <u>Access</u>. Licensee shall have non-exclusive access to the Premises at all times during the Term. Licensee acknowledges that access to and around the Premises may be restricted or significantly limited, at IU's sole discretion.
- 7. <u>Authorized Personnel</u>. It is agreed that only authorized employees or contractors of Licensee or persons under their direct supervision (collectively, "Authorized Personnel") will be permitted to enter the Premises. Prior to gaining entry to the Premises, Licensee and its Authorized Personnel shall furnish evidence satisfactory to IU that they have complied with all insurance requirements as set forth in this Agreement.
- 8. <u>Insurance</u>. Licensee shall comply with the following insurance requirements:
 - a. At its sole cost and expense, Licensee shall obtain and maintain in effect insurance policies and coverages acceptable to IU for use of the Premises by Licensee (including its agents, guests, invitees, and employees) and its Authorized Personnel. At a minimum, Licensee shall obtain and maintain in effect the following coverages: Workers' Compensation and Employer's Liability coverages which equal or exceed the requirements of the state of Indiana, if such coverage is applicable (see Section e. below), Comprehensive General Liability coverage in an amount not less than \$1,000,000 per occurrence, Auto Coverage of not less than \$1,000,000 per occurrence, and any additional insurance required by IU's Office of Insurance, Loss Control, and Claims.
 - b. Concurrently with the execution of this Agreement, Licensee shall file with IU certificates of insurance satisfactorily evidencing all insurance required pursuant to this paragraph. IU must be named as an additional insured on all policies except Workers' Compensation and Employers' Liability (if such coverage is applicable). Such insurance carried by Licensee may not be canceled, amended, or permitted to lapse except upon a minimum of thirty days' prior written notice to IU. All such policies must be written as primary policies with respect to the interests of IU, and must provide that any insurance carried by IU is excess and not contributing insurance with respect to the insurance required hereunder.

- c. Licensee shall be solely responsible for payment of any deductible required by such insurance in the event of a paid claim.
- d. The minimum insurance coverage limits to be maintained by Licensee herein shall not limit Licensee's liability under this Agreement.
- e. Licensee shall procure and maintain a Workers' Compensation policy to cover its obligation under the applicable laws of any state or federal government to its employees employed on the jobsite or elsewhere on this project, including its liability as an employer under common law (commonly known as Employer's Liability Coverage "B") with limits of not less than the requirements of the state of Indiana.
- 9. <u>Liability/Indemnification.</u> Notwithstanding any contrary provision in this Agreement, Licensee shall indemnify, defend, and save and hold harmless IU and its trustees, officers, agents, and employees (collectively, "Indemnitees"), from and against any and all losses, expenses (including, without limitation, Legal Fees as defined below), claims, and liabilities at law or in equity, which may be imposed upon, incurred by, or asserted against IU, based upon or arising out of, in whole or in part, any act or omission of Licensee or any Licensee Party in connection with this Agreement or Licensee's use of the Premises, or of Licensee's failure to keep, observe, or perform any of its responsibilities under this Agreement, or of any of the following that occurs:
 - a. any activity in or about the Premises, or any part thereof, by Licensee or a Licensee Party;
 - b. any use, possession, occupation, condition, operation, maintenance, or management of the Premises or Facilities, or any part thereof, by Licensee or a Licensee Party; and
 - c. any accident, injury, or damage to any person, property, or the environment, occurring in, about, or near the Premises or other IU property in going to or from the Premises in connection with performance of their responsibilities for Licensee.

If any action or proceeding is brought against Indemnitees relating to any matter for which Licensee has indemnified Indemnitees, Licensee shall, upon written notice from IU, at Licensee's sole cost and expense (including, without limitation, reasonable attorneys' fees and costs), resist or defend such action or proceeding by counsel approved by IU in writing, but IU's approval of counsel shall not be required when the claim is resisted or defended by counsel of an insurance carrier obligated to resist or defend such claim. If any claims are brought against Indemnitees by any employee of Licensee or anyone else for whose acts Licensee may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Licensee or other party under Worker's Compensation acts, disability benefit acts, or other employee benefit acts. This paragraph shall survive the expiration or earlier termination of this Agreement. The term "Legal Fees," as used in this Agreement, shall mean all expenses, court costs, disbursements, and reasonable attorneys' or legal fees, including but not limited to fees for IU's in-house attorneys, each at the rate not less than two hundred fifty dollars (\$250.00) per hour.

- 10. <u>Compliance with Laws, Regulations, and IU Policies.</u> Licensee shall comply with all applicable laws of the United States and of the state of Indiana, all applicable ordinances of Monroe County, Indiana, and all rules, regulations, and policies as set out by IU. Licensee shall, at its sole cost, be responsible for all licenses, permits, certifications, fees, registrations, taxes, assessments, and charges of every kind and character levied or required by any federal, state, or local law, ordinance, or regulation in connection with or because of any act or activity engaged in by Licensee (including its agents, guests, invitees, and employees) or its Authorized Personnel within or at the Premises, and agrees to protect, indemnify, save and hold harmless IU from any and all liability for same. This paragraph shall survive the expiration or earlier termination of this Agreement.
- 11. <u>Control of Premises and IU's Right to Enter.</u> In permitting the use of the Premises described, IU does not relinquish custody and control thereof, and does hereby specifically retain the right to enforce any and all appropriate laws, rules, and regulations applicable to the Premises. Licensee shall permit IU to access the Premises at all reasonable times for any purpose, including but not limited to:
 - a. inspecting the Premises to determine whether Licensee has complied or is complying with the provisions of this Agreement;
 - b. exercising any matters pursuant to applicable law or governmental regulations; and
 - c. carrying out any purpose necessary, incidental, or connected with the performance of any of IU's obligations under this Agreement.
- 12. Assignment and Sublicensing. Licensee may not assign or sublicense this Agreement.
- 13. <u>Default</u>. If Licensee is in default under this Agreement for a period of five (5) days following receipt of IU's written notice (a "Default"), IU may pursue any remedies available to it against Licensee at law and in equity, including but not limited to termination of this Agreement. IU shall be entitled to collect all Legal Fees related to exercising any remedies available to IU under this Agreement, at law or in equity. Except as provided above, any equipment or other property of Licensee remaining in or upon Premises after the end of the Term, whether the Term expires or is earlier terminated, will be deemed to have been abandoned by Licensee, and at the sole discretion of IU, such property may:
 - a. be retained by IU as its property;
 - b. be disposed of by IU in such manner as IU may determine, without accountability to any person or entity; or
 - c. be removed and stored at Licensee's expense.

Furthermore, IU will not be responsible for any loss or damage occurring to any such abandoned property. At any point after the Term, IU may disconnect any and all services to

the Premises. IU may recover from Licensee, and Licensee shall pay to IU upon demand, such reasonable and actual expenses as IU may incur in recovering possession of the Premises, placing the same in good order and condition, and repairing and altering the same for relicensing, including but not limited to all reasonable and actual expenses, commissions, and charges incurred by IU in re-licensing and otherwise exercising any remedy provided herein or as a result of any Default by Licensee, including without limitation Legal Fees.

- 14. <u>Severability</u>. If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, and the application of such provision to parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 15. <u>No Relationship</u>. This Agreement shall in no way be construed to be or to create a partnership or joint venture between the parties. None of the provisions of this Agreement are intended to create or shall be deemed or construed to create any relationship between the parties hereto other than that of independent parties contracting with each other hereunder solely for the purpose of effectuating the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, employee, or representative of the other.
- 16. <u>Notices</u>. All notices, requests, demands, consents, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly and properly given on the date of service if delivered personally, or sent by facsimile with written confirmation of receipt by the recipients, or, if mailed, on the day of receipt if deposited in a receptacle of the United States Postal Service, registered or certified mail, first class postage prepaid, return receipt requested, or on the first day following deposit with a nationally recognized overnight courier service (e.g. UPS), postage prepaid, in any event addressed appropriately as follows:

If to IU:	The Trustees of Indiana University c/o Indiana University Real Estate 2901 E. Discovery Pkwy. Bloomington, IN 47408
If to Licensee:	City of Bloomington Attn: Neil Kopper 401 N Morton Street, Suite 130 Bloomington, IN 47404

17. <u>Force Majeure</u>. Any delay or failure in the performance by either party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event caused by Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes other than those of a party, its suppliers, or Authorized Personnel that prevent the party from furnishing the

materials or equipment, and other like events that are beyond the reasonable anticipation and control of the party affected thereby, despite such party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events, or occurrences, and which events or the effects thereof are not attributable to a party's failure to perform its obligations under this Agreement.

- 18. Entire Agreement/Interpretation. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. There are no promises, conditions, or understandings, either oral or written, between IU and Licensee, other than those set forth in this Agreement. No subsequent modification or agreement with respect to the terms of this Agreement shall be effective unless memorialized in a writing executed by both parties. This Agreement shall be binding upon the parties hereto, their successors, and assigns.
- 19. <u>Authority</u>. Each of the persons signing below represents and warrants that he/she has the authority to legally bind the party on whose behalf he/she signs.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Agreement as of the date first above written.

IU:

The Trustees of Indiana University

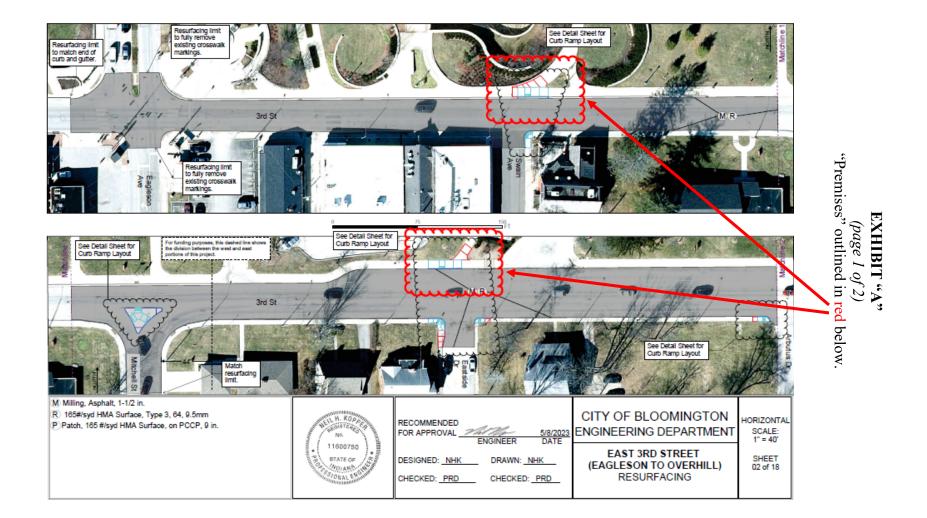
By:

Donald S. Lukes University Treasurer

LICENSEE:

City of Bloomington

Title:			 		



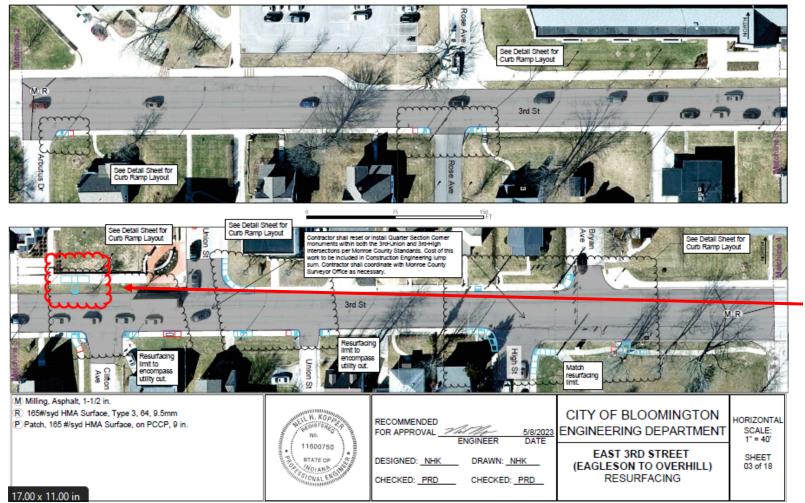


EXHIBIT "A" (page 2 of 2) "Premises" outlined in red below.



Board of Public Works Staff Report

Project/Event:	Addendum #1 to 2023 Kone Service Agreement
Petitioner/Representative:	Public Works
Staff Representative:	J.D. Boruff
Date:	11.6.2022

Report:

This is a request to increase the Service Agreement amount by \$20,000 for inspections and preventative maintenance and \$15,000.00 for repairs outside the scope of the maintenance agreement.

We have expended all funds for repair of the garage elevators for maintenance and emergency repairs.

New contract amount = \$100,460

Funding source is 452.26.260000.53610 (Building Repair), 101.19.190000.53610, 101.14.14500.53610

Reset Form

City of Bloomington Contract and Purchase Justification Form

Vendor: Kone, Inc.

Contract Amount: \$35,000.00

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.

			PUF	RCHASE INFORMATI	ON			
1.	Check the box beside the procure applicable)	nentn	netho	d used to initiate this p	procur	rement: (Attach a quote or	bid tal	bulation if
	Request for Quote (RFQ)		Re	equest for Proposal (RFP)		Sole Source		Not Applicable
	Invitation to Bid (ITB)			equest forQualifications FQu)		Emergency Purchase	_	(NA)
2.	List the results of procurement p	rocess	. Give	further explanation v	where	requested.	Ye	es No
	# of Submittals:	Yes	No			the lowest cost selected? (If no,	Г	
	Met city requirements?	~			pleas	e state below why it was not.)	L	
	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:

Addendum #1 to 2023 Service Agreement to increase the amount for inspections and preventative maintenance by \$20,000 and repairs and maintenance outside the scope of the maintenance agreement by \$15,000

J.D. Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department

ADDENDUM #1 TO 2023 SERVICE AGREEMENT BETWEEN CITY OF BLOOMINGTON AND KONE, INC.

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

- 1. In January, 2023, the Board of Public Works approved the 2023 Service Agreement with Kone, Inc.
- 2. The original contract underestimated the amount of work that would be necessary pursuant to the Service Agreement to maintain and repair elevators in the City's parking garages.
- 3. Article 4. <u>Compensation</u> contained the not to exceed amount of compensation that was originally allowed under this Service Agreement was \$65,460. This Addendum #1 adds \$35,000 in compensation, for a revised NTE cost of \$100,460.00 for this 2023 Service Agreement.
- 4. In all other respects, the Agreement shall remain in effect as originally written.

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

CITY OF BLOOMINGTON

Ву: _____

Kyla Cox Deckard, President Board of Public Works

Name and Title

KONE, INC.

Date: _____

Date: _____

Ву: _____

Ву: ____

Adam Wason, Director Public Works Department

Date: _____

Ву: _____

John Hamilton, Mayor

Date: _____



Board of Public Works Staff Report

Project/Event: Petitioner/Representative:	2023 Kone Repair Service Contract Public Works , Ryan Daily/JD Boruff
Staff Representative:	Ryan Daily/JD Boruff
Date:	1.17.2023

Report:

This service agreement has two components:

1. The first part is regularly scheduled inspections and preventative maintenance. This portion of the agreement has a fixed price of \$35,460.00.

2. The second portion of the agreement is for repairs outside of the scope of inspections or preventative maintenance. Such repairs would include shaft cleaning, repairs outside of working hours, replacement of devices/parts not included in warranty, & additional inspections or requested repairs. An amount not to exceed \$30,000.00 has been included in the agreement to cover these

This agreement will cover the following locations:

- 4th Street Garage
- Morton Street Garage
- Walnut Street Garage
- Trades District Garage
- City Hall
- BPD Dispatch Center

Total cost of Service Contract = \$65,460.00

Fund Line: 452.26.260000.53610 (Building Repair), 101.19.190000.53610, 101.14.145000.53610

Recommend Approval Denial by:

Ryan Daily/JD Boruff

Board of Public Works Staff Report

CONTRACT COVER MEMORANDUM



TO:	Adam Wason
FROM:	Ryan Daily, JD Boruff
DATE:	1/17/2023
RE:	2023 Kone Repair Service Agreement

Contract Recipient/Vendor Name:	Kone			
Department Head Initials of Approval:	AW			
Responsible Department Staff: (Return signed copy to responsible staff)	AW Aleks Pratt			
Responsible Attorney: (Return signed copy to responsible attorney)				
Record Destruction Date: (Legal to fill in)	2034			
Legal Department Internal Tracking #: (Legal to fill in)	23-027			
Due Date For Signature:	1/17/23			
Expiration Date of Contract:	12.31.2023			
Renewal Date for Contract:	N/A			
Total Dollar Amount of Contract:	\$65,460.00			
Funding Source:	452.26.260000.53610 101.19.190000.53610 101.14.145000.53610			
W9/EFT Complete: (Staff Member of Responsible Dept. to fill in)	Yes			
Affirmative Action Plan Complete (if applicable): (Staff Member of Responsible Dept. to fill in)	Yes			
Procurement Summary Complete: (Staff Member of Responsible Dept. to fill in)	YEs			

Summary of Contract:

This contract is for inspection, preventative maintenance and repairs of the elevators at the Morton garage, Walnut garage, Trades garage, 4th Street garage, City Hall, and BPD Dispatch Center.

Reset Form

City of Bloomington Contract and Purchase Justification Form

Vendor: KONE

Contract Amount: \$65,460.00

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.

			PURCH	ASE INFORMATI	ON		
1.	Check the box beside the procure applicable)	nentn	nethod us	ed to initiate this	procur	rement: (Attach a quote or	bid tabulation if
	Request for Quote (RFQ)		Reques	t for Proposal (RFP)		Sole Source	Not Applicable (NA)
	Invitation to Bid (ITB)		Reques (RFQu)	st forQualifications		Emergency Purchase	(,
2.	2. List the results of procurement process. Give further explanation where requested. Yes No						
	# of Submittals:	Yes	es No	Was the lowest cost selected? (If no			
	Met city requirements?	~			please state below why it was not.)		
	Met item or need requirements?	<					
	Was an evaluation team used?		✓				
	Was scoring grid used?		✓				
	Were vendor presentations requested?		✓				

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

This agreement combines the regularly scheduled inspections and preventative maintenance and any repairs outside the scope of the regular inspection and preventative maintenance. Kone has the current contract. This contract will cover the following locations: Morton, Walnut, 4th St. and Trades Garages, City Hall, and BPD Dispatch Center

JD Boruff/ Ryan Daily

Director/Garage Manager

Facilities/Garages

Print/Type Name

Print/Type Title

Department

AGREEMENT BETWEEN CITY OF BLOOMINGTON PUBLIC WORKS DEPARTMENT AND Kone

This Agreement, entered into on this 17th day of January, 2023, by and between the City of Bloomington Department of Public Works (the "Department"), and Kone ("Contractor").

Article 1. Scope of Services After receiving a Notice to Proceed, Contractor shall perform repair and maintenance services of the following types: regular elevator inspections, preventative maintenance, elevator repair, and parts installation. These services will be performed at the Morton, Walnut, 4th, and Trades Garages, City Hall, and BPB Dispatch Center. Regular inspections and preventative maintenance services will be performed for a set price Thirty Five Thousand Four Hundred Sixty dollars (\$35,460.00). The scope of these inspections and preventative maintenance are defined in the separate agreement titled KONE Care Maintenance Agreement entered into between Kone and The City of Bloomington. Repairs outside the scope of regular inspections or preventative maintenance, or any additional inspections requested by the owner ("Services") will be performed for a set price of Three Hundred and Ninety Three dollars and Ninety Two Cents (\$393.42) per hour Monday-Friday 8:00 am - 4:00 pm for one person, with an additional Three Hundred and Thirty Five Dollars and Thirty Nine Cents (\$335.39) per hour for each additional person. Any work performed outside of those hours, including evenings, weekends, and holidays, will be performed at the rate of Seven Hundred and Fifty Six Dollars and Twelve Cents (\$756.12) per hour for one person, with an additional Six Hundred and Twenty Two Dollars and Thirty Six Cents (\$622.36) 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 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. <u>Standard of Care</u> 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. <u>Responsibilities of the Department</u> 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. <u>Compensation</u> The Department shall pay Contractor for all fees and expenses in an amount not to exceed Sixty Five Thousand Four Hundred Sixty Dollars (\$65,460.00). 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 <u>public.works@bloomington.in.gov</u> 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. <u>Appropriation of Funds</u> 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. <u>Schedule</u> 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. <u>Termination</u> 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. <u>Identity of the Contractor</u> 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. <u>Ownership of Documents and Intellectual Property</u> 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. <u>Independent Contractor Status</u> 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. <u>Indemnification</u> 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. <u>Insurance</u> 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. <u>Conflict of Interest</u> 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. <u>Waiver</u> 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. <u>Severability</u> 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 Agreement be determined void.

Article 16. <u>Assignment</u> 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. <u>Third Party Rights</u> Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

Article 18. <u>Governing Law and Venue</u> 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. <u>Non-Discrimination</u> 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. <u>Compliance with Laws</u> 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. <u>E-Verify</u> Contractor is required to enroll in and verify the work eligibility status of all newlyhired 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. <u>Notices</u> 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/JD Boruff, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: KONE INC 5201 Park Emerson Drive, Suite O Indianapolis, Indiana 46203.

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

Article 23. <u>Integration and Modification</u> 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. <u>Non-Collusion</u> 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: <u>Renewal</u> 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

Beth Cate, Corporation Counsel

KONE, INC 10.0 John Hadley, Branch Manager

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

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EXHIBIT A E-VERIFY AFFIDAVIT

STATE OF INDIANA))SS: COUNTY OF Marian)

AFFIDAVIT

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

- 1. The undersigned is the best Many of Cone (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 herby states that, to the best of his/her belief, the company named herein is ______enrolled in and participates in the E-verify program.

Signatu Printed Name

STATE OF INDIANA))SS: COUNTY OF Marcon)

Before me, a Notary Public in and for said County and State, personally appeared <u>Son</u> <u>Headler</u> and acknowledged the execution of the foregoing this <u>and</u> day of <u>February</u>, 2023.

unthia A. Katey

Notary Public's Signature

My Commission Expires: 4-28-25

County of Residence: Marion

ANNAL STREET, C NOTARY PUBLIC ion Number 097568 En VE OF INDIA

EXHIBIT B

STATE OF INDIANA)) SS: COUNTY OF Marion)

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 23 _____ KONE, INC By: STATE OF INDIANA) SS: COUNTY OF Macion Before me, a Notary Public in and for said County and State, personally appeared <u>Jon Hadley</u> and acknowledged the execution of the foregoing this <u>7</u> day of <u>February</u>, 2023.

Cynthia A. Kestey Notary Public Printed Name

Notary Public's S

My Commission Expires: <u>4-38-25</u>

County of Residence: Macroon

My Commission #: NP6097568



KONE



KONE CARE™ 24/7 CONNECT

KONE Care™ Maintenance Agreement

Prepared for: City of Bloomington - JD Boruff/Ryan Daily

Date: December 5, 2022

Issued by: Nate Neal

Dedicated to People Flow[™]



December 5, 2022 City of Bloomington Maintenance Agreement 2023

, Indiana,

KONE

Indianapolis 5201 Park Emerson Dr Suite O Indianapolis, IN Phone: 317-281-3753 Fax: nate.neal@kone.com

Attn: JD Boruff/Ryan Daily

Re: KONE Care[™] Maintenance Agreement City of Bloomington Maintenance Agreement 2023

Dear JD Boruff/Ryan Daily,

Thank you for the opportunity to submit our KONE Care Maintenance Agreement for the vertical transportation equipment located at City of Bloomington Maintenance Agreement 2023.

KONE Care[™] provides a detailed program that covers various components of your vertical transportation operation and is tailored to your specific facility, equipment, and needs. KONE's maintenance methods are utilized to maintain the safety, performance, and reliability of your equipment. Our trained service technicians follow proven performance procedures to help deliver a customized maintenance program, designed specifically to the profile for each piece of equipment.

As part of our advanced solutions, we also invite you to inquire about our KONE 24/7 Connected Services program, an innovative approach to connect your elevators and escalators for predictive monitoring services. Please let me know if you would like to learn more about this service.

Upon your approval, return a signed copy to your KONE representative. One fully executed copy of the maintenance agreement will be returned to you for your files.

Once again, thank you for the opportunity to serve your vertical transportation needs. Please feel free to contact me with any questions at 317-281-3753.

Respectfully,

Nate Neal Sales Consultant KONE

Dedicated to People Flow[™]



Purchaser ("Purchaser"):

City of Bloomington 245 West 7Th Street Bloomington, Indiana 47404 Service Location ("Premises"): City of Bloomington Maintenance Agreement 2023

, Indiana

TENDER DATE: 12/05/2022

KONE Inc. ("KONE")

Indianapolis 5201 Park Emerson Dr Suite O Indianapolis, IN 46203

EFFECTIVE DATE: 01/01/2023

SCOPE OF SERVICES

1. EQUIPMENT DESCRIPTION ("Equipment")

Manufacturer	Туре	Sub-Type	Count
Otis	Elevator	Traction - Geared	1
OTIS	Elevator	Traction - Geared	4
OTIS	Elevator	Hydraulic	2
SCHINDLER	Elevator	Hydraulic	1

2. SERVICES

KONE will perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. KONE performs maintenance service in accordance with a proprietary system called KONE Maintenance Method. Data gathered about the equipment is analyzed to determine optimum maintenance frequency. In addition, KONE will repair or replace the components listed below, unless exclusion or limited scope language exists elsewhere in this Agreement. All other work related to the equipment is Purchaser's responsibility unless specifically noted elsewhere in this Agreement, or unless Purchaser has separately contracted with KONE for the work.

A. Geared Traction Elevators

- 1. Relay Logic Control System
 - All control system components.
- Microprocessor Control System
 All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
- 3. Geared Machine Components All geared machine components.
- 4. Hoistway and Pit Equipment
- All elevator control equipment and buffers.
- 5. Rails and Guides Guide rails, guide shoe gibs, and rollers
- 6. Ropes
- Hoist ropes, hoist belts (if applicable), governor ropes, and compensation ropes.
- 7. Wiring

All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

8. Door Equipment

Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.

9. Manual Freight Door Equipment

Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.

10. Power Freight Door Equipment

Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.

11. Signals and Accessories

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.

12. Car Equipment

All elevator control system components on the car.

B. Hydraulic Elevators

- 1. Relay Logic Control System All control system components.
- 2. Microprocessor Control System

All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.

3. Power Unit

Pump, motor, valves, and all related parts and accessories.

4. Hoistway and Pit Equipment

All elevator control equipment and buffers.

5. Rails and Guides Guide rails, guide shoe gibs, and rollers

6. Wiring

All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

7. Door Equipment

Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.

8. Manual Freight Door Equipment

Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.

9. Power Freight Door Equipment

Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.

10. Hydraulic System Accessories

Exposed piping, fittings accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original equipment manufacturer ("OEM") for controlling fluid temperature.

11. Signals and Accessories

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.

12. Car Equipment

All elevator control system components on the car.

3. TESTING

KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes; perform tests required or correct outstanding violations or deficiencies identified prior to the effective date. Unless specifically provided for in this section; a written Maintenance Control Plan (MCP) and documented testing procedures are not included, even when required by current code, as such that code may be changed or amended from time to time by local jurisdictions. KONE is not responsible for providing documentation onsite, as all reporting and testing records are available digitally.

4. HOURS OF SERVICE

All services described above in this Agreement will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

5. SERVICE REQUESTS (CALLBACKS)

Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests. Unless specified herein travel time and expenses are billable.

If purchaser requests service on overtime, Purchaser will be charged KONE's hourly billing rate for each over time hour unless specified separately herein.

Regular Time Coverage - (PASSENGER ELEVATOR 110144; #1 PASS ELEVATOR 105203; #2 PASS ELEVATOR 105176; #1 PASS 106152; #4 PASS 106167; PASSENGER ELEVATOR 100798; PASSENGER ELEVATOR 47889; PASSENGER ELEVATOR 140107)

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade.

6. REPORTING SERVICES

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance and service of the Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

7. EXCLUSIONS

City of Bloomington Maintenance Agreement 2023 Rev. 0F 12/1/2017

CONFIDENTIAL © 2018 KONE INC. The following are excluded from the scope of services:

A. GENERAL

- 1. KONE is not obligated to: removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.
- 2. KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.
- 3. Notwithstanding anything contained to the contrary within this Agreement, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Any work in the affected area where reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from the HazMat is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform work activities in areas which contain HazMat of the presence and location of HazMat in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the HazMat has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
- 4. Nothing contained within this agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal.

B. OBSOLESCENCE

- 1. Component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the Purchaser's expense.
- 2. Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component designated as obsolete, or such component has been installed 20 or more years. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.

C. ELEVATOR

1. Refinishing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

8. REMOTE MONITORING

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data related to the use and operation of the Equipment.

9. <u>SAFETY</u>

Purchaser will provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. Purchaser will be solely responsible for proper use, for supervising the use of the equipment, and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Escalator or automatic walks have the potential for end user injuries from passengers falling over the side of the escalator balustrade or autowalk platform to a lower level below when passengers ride the equipment in an unsafe manner. Therefore, although not required by ASME A17.1/CSA B44, KONE strongly recommends that you consult with your architect, structural engineer, contractor, security personnel, or other qualified building professional to review your operations and options to develop an appropriate fall protection solution to limit exposure to falls from your elevated equipment.

If in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice. To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and Purchaser does not immediately approve KONE's proposal or recommendation, Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void.

10. NOTICE OF MALFUNCTION OR INJURY

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

11. THIRD PARTY SERVICES

- A. All services within the scope of this Agreement must be performed by KONE or its subcontractors, if any. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser shall be deemed in breach of this Agreement and Purchaser waives all claims against KONE arising from or related to a third party's performance of such services.
- B. If Purchaser determines that it requires any services outside the scope of this Agreement, Purchaser will provide KONE with an opportunity to provide a quotation for such services or to meet any offer from a third party. If KONE agrees to meet a third party offer, Purchaser will enter into a separate contract with KONE for such services. If Purchaser elects to have a third party perform the services, KONE reserves the right to adjust the price of this Agreement.
- C. If a third party works on the equipment during the term of this Agreement, KONE reserves the right to inspect the equipment and may determine that re-work, different or additional work is required. Purchaser will reimburse KONE for the cost the inspection and any additional work required. If Purchaser declines to have KONE perform the additional work, KONE reserves the right to cancel the Agreement upon written notice to Purchaser.

12. NON-KONE EQUIPMENT

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams, (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE, and (iii) provide Maintenance Control Plan (MCP) test procedures as required by current code, as that code may be changed or amended from time to time. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

TERMS AND CONDITIONS

1. TERM AND TERMINATION

- A. This Agreement will commence on the effective date and continue for an initial period of ONE (1) year and is non-cancelable. This Agreement will thereafter automatically renew for successive terms of ONE (1) year. Either party may terminate this Agreement at the end of the initial ONE (1) year term or at the end of any subsequent ONE (1) year term by giving the other party no less than ninety (90) days nor more than one hundred twenty (120) days written notice, via certified mail, prior to the expiration date of the then current term of the Agreement.
- B. If a party materially breaches the Agreement, the other party shall provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party.
- C. Upon termination of the of the Agreement, a \$500 decommissioning and transfer fee shall apply for any elevator phone that needs reprogramming to a different number for emergency monitoring.

2. CANCELLATION

If Purchaser cancels or otherwise terminates the Agreement in any way inconsistent with the termination provisions of the Agreement, such cancellation will constitute a material breach of the Agreement. In such case, Purchaser will pay as a cancellation fee an amount equal to fifty percent (50%) of the balance of the total price owed for the remaining term of the Agreement. Notwithstanding anything to the contrary in the Agreement, the cancellation fee will be paid by Purchaser immediately upon receipt of KONE's invoice. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

3. ASSIGNMENT

Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Purchaser transfers ownership of the premises on which such equipment is located to a new owner, Purchaser will promptly provide KONE with new owner's contact information and take all such actions as are necessary to assign the Agreement to the new owner. Purchaser will promptly provide KONE with a copy of such assignment. Should the new owner fail to assume this Agreement, Purchaser shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

4. PRICE ADJUSTMENTS

If the term of the Agreement exceeds one (1) year, KONE may automatically adjust the price annually effective on the first maintenance invoice in each new calendar year. This adjustment will be equal to the percentage increase or decrease in KONE's straight time hourly labor cost. KONE's straight time hourly labor cost equals the sum of the straight time hourly rate plus the cost of fringe benefits and applicable taxes, including without limitation welfare, pension, vacation, paid holidays, insurance and other union contributions, paid to personnel where the Equipment is located. KONE reserves the right to add annual surcharges to the price of the Agreement, including without limitation, cost of materials, changes to government regulations, other administrative costs, adjustments for the then current price of fuel and charges for disposal or other environmental requirements, such surcharges to be specified by KONE in its sole discretion and invoiced by KONE and paid annually by Purchaser.

5. PAYMENT TERMS

Payment is due net thirty (30) days from the date of the invoice. A charge of the greater of: (i) one and one half percent (1½%); or (ii) the maximum rate permitted by applicable law, will be applied to the unpaid balance. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

KONE imposes a surcharge for payment made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the customer at the payment portal.

6. SUSPENSION OF SERVICE

If Purchaser fails to pay any invoice within the specified payment terms or if Purchaser breaches any material provision of the Agreement, KONE may stop work or suspend its services under this Agreement and/or other contracts with the Purchaser until all invoices are current or Purchaser cures the breach. Any requests for service during the period of suspension of service or repairs necessitated by the lack of maintenance service will be invoiced by KONE and paid separately by Purchaser. If Purchaser fails to make timely payment, any indemnity provided by KONE under the Agreement is null and void as to any damages that arise during the suspension period for non-payment. Purchaser waives all claims against KONE arising from or related to suspension of service pursuant to this provision.

7. TAXES

Purchaser is responsible for the payment of all federal, state, or local taxes applicable to the services or materials provided under the Agreement.

8. INSURANCE AND INDEMNIFICATION

Purchaser will name KONE as an additional insured on its insurance policy.

To the extent permitted by law, Purchaser will indemnify, defend, and hold KONE harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, whether arising from or related to Purchaser's, KONE's, or any third party's negligence, willful misconduct, or acts or omissions in performance of the Agreement.

9. LIMITATION OF LIABILITY

- A. Notwithstanding anything to the contrary in this Agreement, KONE's total liability to Purchaser under the Agreement is limited to the total amount paid by Purchaser to KONE during the calendar year in which the liability occurred.
- B. In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law.
- C. If there is any litigation between the parties with respect to this Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all of its costs and expenses in such litigation, including reasonable attorney's fees and court costs, from the other party.

10. U.S. GOVERNMENT SALES

If the product(s) or service(s) provided under this Agreement are for end use by a federal, state or local government customer, KONE makes no representations, certifications or warranties whatsoever with respect to the ability of its product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the Federal Acquisition Regulation ("FAR").

11. FORCE MAJEURE

KONE shall not be liable for any loss, damage, claim, or delay due to any cause beyond KONE's control, including, but not limited to, acts of domestic or foreign government (including a change in law), strikes, lockouts, work interruption or other labor disturbance, delays caused by others, fire, explosion, theft, floods, inclement weather, riot, civil commotion, war, malicious mischief, infectious diseases, epidemic, pandemic, quarantine, border or port of entry and exit restrictions or acts of God. In the event of such delays, KONE shall be entitled to an extension in time equal to the length of such delay affecting KONE and an equitable adjustment in the Price. Customer shall compensate KONE for labor and material cost escalations resulting from Project delays not caused by KONE, which extend completion of KONE's work beyond the end of the current calendar year. Customer is on notice that IUEC labor rates increase annually.

12. <u>VENUE</u>

The exclusive venue for any dispute between the parties shall be in the County of Rock Island, State of Illinois.

13. PROPERTY RIGHTS

- A. KONE will provide Purchaser with any information or materials that it provides generally to all its customers in the ordinary course of its business. Any tools, devices, or other equipment that KONE uses to perform its services or monitor the Equipment remains the sole property of KONE. If this Agreement terminates or expires for any reason, Purchaser will give KONE access to the premises to remove such equipment at KONE's expense.
- B. KONE retains all rights, title, and interest, including all intellectual property rights, in and to the written materials it provides to Purchaser or uses to perform its services, including without limitation shop drawings, technical documentation, and user manuals, and to any software provided with the equipment. Purchaser will not use such software except in connection with the use and operation of the Equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.

14. MISCELLANEOUS

The Agreement, including any attachments, supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The Agreement is not effective until signed by KONE's authorized representative or until KONE commences work under the Agreement. The Terms and Conditions set forth herein shall prevail over and supersede any terms and conditions contained in any documents provided by Purchaser. Notwithstanding anything to the contrary in this Agreement, if Purchaser causes or permits KONE to commence performance of services, Purchaser accepts the terms and conditions of this Agreement. The Agreement may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing. Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of the Agreement does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written waiver of default will not operate as a waiver of any of the same default in the future. The terms and conditions of the Agreement that by their sense and context are intended to survive expiration or termination of the Agreement twill so survive, including without limitation the making of all payments hereunder.

PRICE

\$2,955.00 per month payable by Purchaser annually in advance (\$35,460.00 per annual installment). If Purchaser does not sign this Agreement within 45 days after the tender date above, KONE reserves the right to submit a revised price.

The price is based upon annual in advance payment. In the event Purchaser chooses one of the following payment options by initialing the selection below, a surcharge will apply as outlined:

Payment Option	Surcharge	Revised Monthly Price	Acceptance
Annual in advance payment	0% Increase	\$2,955.00 per month	
Semi-Annual in advance payment	3% Increase	\$3,043.65 per month	
Quarterly in advance payment	6% Increase	\$3,132.30 per month	
Monthly in advance payment	8% Increase	\$3,191.40 per month	

City of Bloomington epresentative) Authorized (Print Name) (Print Name) BOARD OF POLLIDENTT PUBLIC WORKS 1/17/23 Date

Respectfully submitted,
Nate Neal
KONE Inc.
(Approved bo) Authomed Representative
Title busiered Musicic
2/7/2023

KONE Care Value Added Services

These services are offered to improve the quality and transparency of the KONE service delivery experience.

<u>TESTING</u>

In addition to the work described in the Services section above, the following additional services have been negotiated and are included at the determined frequency as listed. KONE is not liable for any property damage or personal injury, including death, resulting from test.

- 1. PASSENGER ELEVATOR 110144
- CAT1 Traction Test 12 Mo An annual no load test as required by applicable code.
- 2. #1 PASS ELEVATOR 105203
- CAT1 Traction Test 12 Mo An annual no load test as required by applicable code. 3. **#2 PASS ELEVATOR 105176**
- CAT1 Traction Test 12 Mo An annual no load test as required by applicable code.
- 4. #1 PASS 106152
- CAT1 Traction Test 12 Mo An annual no load test as required by applicable code.
- 5. #4 PASS 106167
 - CAT1 Traction Test 12 Mo An annual no load test as required by applicable code.
- 6. PASSENGER ELEVATOR 100798
- CAT1 Hydraulic Test 12 Mo An annual pressure relief test and a yearly leakage test as required by applicable code.
- 7. PASSENGER ELEVATOR 47889
- CAT1 Hydraulic Test 12 Mo An annual pressure relief test and a yearly leakage test as required by applicable code. 8. PASSENGER ELEVATOR 140107
 - CAT1 Hydraulic Test 12 Mo An annual pressure relief test and a yearly leakage test as required by applicable code.

24/7 CONNECTED SERVICES

KONE's 24/7 Connected Services uses proprietary advanced remote monitoring and analysis technologies to bring intelligent services to elevators and escalators. 24/7 Connected Services provides continuous updates on the status and condition of the equipment, allowing KONE to perform services tailored to each equipment's needs. 24/7 Connected Services is a family of different services that may be ordered separately.

As consideration and in order for KONE to be able to provide the 24/7 Connected Services to the Customer, the Agreement is hereby amended as follows:

- 1. KONE to provide the Services set forth below at a cost of \$520.00 per month. This Service fee will be charged on the maintenance invoice at the same interval as the invoicing for maintenance under the Agreement. Installation and/or set-up fees will be provided in a separate proposal when applicable. The interest on any late payments shall be as detailed in the Agreement.
- 2. KONE will commence billing the 24/7 Connected Services on the date shown in this rider/contract with an understanding that the 24/7 Connected Services may be active in advance of the date shown, or may not be active on the date shown, due to variability in the time required to procure material and complete the installation and provisioning of the devices.
- KONE shall perform the selected Value-Added Services (each a "Service" and together the "Services") substantially as set forth and authorized below:

A. KONE Care 24/7 Connect - Performance Analytics

If KONE 24/7 Connected Services is selected, then KONE shall provide and install the necessary device(s) to perform KONE 24/7 Connected Services on the equipment below. Unless otherwise provided for in the Agreement, any callouts, repairs, or maintenance prompted by the KONE 24/7 Connected Services shall be performed during regular working hours of regular working days, Monday to Friday, statutory holidays excluded, of the International Union of Elevator Constructors (IUEC.) All response times generated by KONE 24/7 Connected Services shall be calculated starting at 8:00 a.m. local time the next business day. Repair and maintenance needs identified through the Services shall be performed based on the repair coverage agreed in the Agreement. Under no circumstances shall any indicators or predictions be cause for immediate services, but shall be determined and completed upon the next scheduled maintenance visit, or otherwise at the sole discretion of KONE.

By initialing below, you are approving the above KONE Care 24/7 Connect - Performance Analytics services for the additional monthly fee of \$520.00.

ACCEPTED BY DECLINED BY

CONFIDENTIAL © 2018 KONE INC. 4. The KONE Care 24/7 Connected Services are performed for the following equipment:

Equipment Name	KONE Equipment #	Wireless Phone	Phone Monitoring	24/7 Connect
PASSENGER ELEVATOR 110144	44130186			х
#1 PASS ELEVATOR 105203	44864718			Х
#2 PASS ELEVATOR 105176	44864719			Х
#1 PASS 106152	44864720			Х
#4 PASS 106167	44864721			Х
PASSENGER ELEVATOR 100798	44649133			х
PASSENGER ELEVATOR 47889	44864717			Х
PASSENGER ELEVATOR 140107	44864722			х

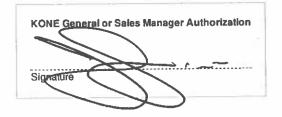
- 5. KONE will commence billing the 24/7 Connected Services on the date shown in this rider/contract with an understanding that the 24/7 Connected Services may be active in advance of the date shown, or may not be active on the date shown, due to variability in the time required to procure material and complete the installation and provisioning of the devices.
- 6. Unless the remote monitoring device was a built-in component of a new KONE elevator, the remote monitoring devices are installed to the equipment by KONE solely in order to enable the Services. The remote monitoring devices are provided to the Customer as part of the Services. Purchaser gives KONE the right to utilize 24/7 Connected Services to collect, export and use data generated by the use and operation of the equipment, regardless if Customer elects any of the Services. Purchaser will not use the 24/7 Connected Services device, except in connection with the use and operation of the equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form. Purchaser has no ownership or proprietary rights to such data, nor the device or software that monitors, analyzes, translates, reports or compiles such data. KONE 24/7 Connected Services, including any data collected, the device(s) to perform the service, and any software related thereto shall be the exclusive property of KONE.
- 7. KONE 24/7 Connected Services is a family of remote monitoring Services. The parties may later agree to add new Services to the equipment.
- 8. The Services shall be performed for the duration of the Agreement. Should the Agreement expire or terminate, the Services will automatically terminate.
- 9. If any or all Services are terminated, unless the remote monitoring device was a built-in component of a new KONE elevator, the Customer shall upon request give KONE access to the equipment to remove any remote monitoring devices owned by KONE along with any other equipment which remains KONE's property at the facility or otherwise at KONE's expense. Such right shall survive the expiration or termination of the Agreement. In the event this 24/7 Connected Services contract is cancelled within 5 years of this contract effective date, KONE will be reimbursed \$3500 per unit. Upon termination for any reason of either the Emergency Phone Monitoring or Wireless Phone Provider Service, no further phone services will be provided, the phone(s) must be immediately reprogrammed to dial to a location other than a KONE designated phone number and KONE will block the phone numbers from coming into the KONE Service Center. Upon termination for any reason of either data will be collected. Upon any termination or expiration of the Agreement, no further Services will be provided, including phone services or data collection. KONE shall have no obligation to any party to either collect, export or analyze any data, or to provide the source code of any software in object code form.
- 10. If the Customer uses its own SIM card or network connection for the data transfer required by the Services, KONE shall not be liable for the costs of such data transfer incurred due to the Services

Attachment "A" Amendments to Service Agreement

The parties hereby agree to be bound to the terms contained in the Agreement, together with those terms contained in this Attachment A. In the event of conflict between terms contained in the Agreement and terms contained in this Attachment A, the terms in this Attachment A shall supersede and prevail.

KONE agrees to discount annual labor rates 30%.

KONE agrees to monitor the phones free of charge at the purchaser's request.



CUSTOMER INFORMATION

Who is the agreement with?					
Legal Name of the Company:					
Address:					
City:	State: Zip:				
Contact Name:	Title:				
Phone:	Fax:				
Is the Owner tax exempt? Yes (If Yes, provide the Tax Exemption Certi	ficate.)				
Federal tax ID #:					
Where should the invoice be sent?					
Legal Name of the Company:					
Attention:					
Address:					
City:	State:	Zip:			
Contact Name:	Title:				
hone: Fax:					
ederal tax ID #: Email:					
Who will be responsible for paying the invoices?					

Legal Name of the Company:					
Attention:					
Address:					
City:	State:	Zip:			
Contact Name:	Title:				
Phone:	Fax:				
Federal tax ID #:	Email:				

REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

				Bank	
Date:	Type of Claim	FUND	Description	Transfer	Amount
6/16/2023	Payroll				533,502.49
0,10,2020	i ujion				
					533,502.49
		ALLOWANG	E OF CLAIMS		
claim, and exo total amount c	cept for the claims not all	lowed as shown or	gister of claims, consisting n the register, such claims	g of 1 are hereby allowed in the	
	kard, President		n, Vice President	Jennifer Lloyd, Secreta	
	fy that each of the above ith IC 5-11-10-1.6.	listed voucher(s)	or bill(s) is (are) true and o	correct and I have audited sa	mein
		Fiscal Officer			

City of Bloomington Contract and Purchase Justification Form

Vendor: OpenGov, Inc/SHI International

Contract Amount: 133,987.73 (over 3 yrs)

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.

			PURC	CHASE INFORMATIO	ΟN		j .	
1.	Check the box beside the procure applicable)	mentm	nethod	used to initiate this p	orocur	ement: (Attach a quote or bio	ltabula	ation if
	Request for Quote (RFQ)		Req	uest for Proposal (RFP)	~	Sole Source	Not (NA	Applicable
	Invitation to Bid (ITB)		Req (RFC	uest forQualifications Qu)		Emergency Purchase		
2.	List the results of procurement p	rocess.	Give fu	urther explanation w	here	requested.	Yes	No
	# of Submittals:	Yes	No			the lowest cost selected? (If no,	\square	\square
	Met city requirements?	~			•	e state below why it was not.)		
	Met item or need requirements?	/			Cor	s was purchased off of the India htract - QPA #70026, with SHI In Reseller.		
	Was an evaluation team used?	~			Ope	enGov is proprietary software a	nd is	
	Was scoring grid used?		~			sidered a sole source.		
	Were vendor presentations requeste	d? 🗸						

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

This is for Procurement Software that will digitally streamline the RFx processes and decrease the solicitation formation time-line from weeks to days, allow for collaboration, ensure procurement compliance and oversight, increase accuracy, increase vendor engagement, and meet the specific needs of our organization.

Five solutions were reviewed and demonstrated to multiple staff members who issue solicitations. It was determined that OpenGov offers the most comprehensive and user-friendly solution. Solutions reviewed were Vendor Registry, Tyler Technology, OpenGov, Bonfire and Bidmark.

This service will be procured though the Indiana State Quantity Purchase Agreement #70026 with SHI International Corp, Software Value Added Reseller Services - awarded through Indiana Office of Technology RFP #22-68786.

Julie Long

Purchasing Manager

Controller

Print/Type Name

Print/Type Title

Department

°SHI

Pricing Proposal Quotation #: 23298609 Created On: 4/3/2023 Valid Until: 6/30/2023

IN-City of Bloomington

Inside Account Manager

Julie Martindale N United States Phone: Fax: Email: martindj@bloomington.in.gov	290 Da Somer Phone Fax:	Lopatin avidson Avenue set, NJ 08873 888-591-3400 877-289-6088 dana_lopatin@shi.com		
All Prices are in US Dollar (USD)				
Product	Qty	Your Price	Total	
 OpenGov Procurement - Between \$150-200 Million - 3Y GovQA - Part#: OG-SWFO-B150200M-AR-3Y Contract Name: Indiana- Professional Services & Software Contract #: 00000000000000000000000000000000000	1	\$37,174.00	\$37,174.00	
 Professional Services Deployment - Prepaid - Between \$150-200 Million - OY GovQA - Part#: OG-PSBG-B150200M-OT-OY Contract Name: Indiana- Professional Services & Software Contract #: 00000000000000000000000000000000000	84	\$199.99	\$16,799.16	
 OpenGov Procurement - Between \$150-200 Million - 3Y GovQA - Part#: OG-SWFO-B150200M-AR-3Y Contract Name: Indiana- Professional Services & Software Contract #: 00000000000000000000000000000000000	1	\$39,031.50	\$39,031.50	
 OpenGov Procurement - Between \$150-200 Million - 3Y GovQA - Part#: OG-SWFO-B150200M-AR-3Y Contract Name: Indiana- Professional Services & Software Contract #: 00000000000000000000000000000000000	1	\$40,983.07	\$40,983.07	
		Total	\$133,987.73	

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman



June 12, 2023

Julie Martindale, *Purchasing Supervisor* City of Bloomington, IN 401 North Morton Street Bloomington, Indiana 47404

RE: Sole Source Developer of OpenGov Procurement Suite

Dear Julie,

I wanted to take this opportunity to verify in writing that OpenGov, Inc., of 6525 Crown Blvd. #41340, San Jose, CA 95160 is the sole source developer of the applications in the OpenGov Procurement Suite.

Only Known Source

OpenGov is the sole company who can provide the OpenGov Procurement Suite. This software is solely licensed, designed and developed by OpenGov. Implementation Services refer to the training, consultation, and configuration of OpenGov Procurement and must be performed exclusively by OpenGov. The OpenGov Procurement Suite is available for purchase directly from OpenGov and through authorized resellers.

The OpenGov Cloud is a multi-tenant software as a service (SaaS) that has been developed using proprietary technology & data/user modeling that is specific to OpenGov. Multi-tenant SaaS means there is only one version of the system in use across all of OpenGov's 1,600+ customers. OpenGov manages the maintenance of the software and releases, new features, and functionality every two weeks across all various modules. This results in customers never having an outdated version of software, placing the entire maintenance and development responsibilities on OpenGov. In the time of uncertainty that we face, the City needs to be agile and efficient with people and financial resources. By ensuring that the Bloomington always has the most up-to-date software running the various modules that are part of the OpenGov Cloud, the City is minimizing risk of software becoming obsolete and technologically and procedurally inefficient and behind the times.

Traditional, on-premise software requires each individual instance and module of the software application to be customized. Customization adds tremendous risk that software will be written for very specific needs and processes and that when those needs and processes inevitably change and evolve - the software will not be able to handle the updates without incurring large service costs to rewrite the code. The OpenGov Cloud is focused on configuration of the software to meet the needs and demands of a government entity. By not needing any specific code written or tailored for the City, the City of Bloomington will always be leveraging the most modern technology

that is purpose-built for government. OpenGov's software is designed, built and configured so governments can have a reliable partner for decades. As such, it is critical that we provide the tools that are flexible, modern, always up-to-date, automated and easy to use and learn as City staff inevitably come and go but the software will always be there.

As we strive to assist your organization in increasing efficiency, accountability and transparency, please feel free to contact me via my direct phone and email as listed below.

Respectfully,

Eric Wingbermuehle Account Executive OpenGov, Inc. ewingbermuehle@opengov.com 314-809-4490

	Quantity Purchase Agreemen With The State Of Indiana		070026	Page 1 of 1
		Requisition Nbr.:	RFP 22-68786 IT SV	V VAR 067
Vendor	SHI INTERNATIONAL CORP	Effective Date:	02/01/2023	
Remit to:	PO BOX 8500-41155	Expiration Date:	01/31/2027	
	PHILADELPHIA PA 19178	Agency Number:		
		Facility:		
		Vendor ID:	0000012987	
		Vendor Telephone Nb	r:	
Name and	SHI INTERNATIONAL CORP	Name Of Contact Pers	:	
Address		Contact Email:		
of Vendor:	PO BOX 8500-41155	FAX Number:		
	PHILADELPHIA PA 19178			

In accordance with your bid, submitted in response to the above referenced solicitation, the Vendor agrees that the Indiana Department of Administration, Procurement Division, has the option to purchase the items listed below under the terms of this agreement.

The Vendor agrees to charge these prices for any products ordered on any QPA release received after the expiration of the QPA but issued prior to the expiration date. The quantity listed herein is an estimate of the requirements. The state may order substantially more or substantially less pursuant to the terms of this agreement. Orders are to be delivered only upon receipt of properly approved Quantity Purchase Award Release.

Line Number Quantity UNIT

Article and Description

Unit Price

This is an award of a Quantity Purchase Agreement for Software Value Added Reseller Services (software and associated limited consulting services).

The Ordering Process and Requisition, PO and Payment Process as well as contact information for key contact is provided on the attached page.

Signature of Purchasing Officer	Typed Name	Signature Of Approval Office Of the State Attorney General	
	Date Signed	Typed Name	Date Signed
Procure 402 We Indiana	Department Of Administration ement Division st Washington Street, Rm W468 polis, Indiana 46204 one: (317) 232-3150		

SHI QPA for Software Value Added Reseller Services QPA (#70026) provides software and limited consulting services. It replaces the Dell QPA (#9414a) and the Carahsoft QPA (#21430).

Ordering Process

Agencies can request quotes **directly from SHI** (<u>TeamSHI@shi.com</u>) **OR** submit a <u>ticket</u> requesting a quote through IOT.

Once a satisfactory quote is obtained, agencies use the **IOT Software Licensing Form** to submit purchase requests.

- The form accepts either Bill Codes or Chart Fields. A search feature is included.
- Quotes must be attached; Statements of Work must be attached for associated limited consulting services.
- Two weeks should be allowed for turnaround from submission to PO.

Requisition, PO, and Payment Process

- IOT creates SHI QPA requisitions and POs, and processes payments using the chart field information submitted by the agency as a part of the purchase request.
- Agency fiscal approvers are added to the requisition approval workflow by IOT.
- eSOFs (Software Order forms) are no longer needed for software orders.

Please note: If SHI cannot provide needed software under the QPA, other solicitations methods apply (telephone quotes, request for quotes, etc.).

The SHI contacts for orders and product questions are as follows (please note the underscore between first and last names):

Orders TeamSHI@shi.com Bernard Morgano SHI PubSec Account Executive Bernard_Morgano@shi.com

Sabrina Bergdoll SHI PubSec Account Manager Sabrina_Bergdoll@shi.com Josephine Zakariya SHI Contract Success Manager Josephine_Zakariya@shi.com

As this is a large transition in suppliers, please contact IOT with questions:

IOT Procurement Team #IOT Procurement iotprocurement@iot.in.gov IOT Software Asset Management #IOT Software Licensing softwarelicensing@iot.in.gov

Escalations should be addressed to:

Terri Messer Indiana Office of Technology Controller <u>tmesser@iot.IN.gov</u>

Ben Hogsed Indiana Office of Technology Business Systems Consultant Manager bhogsed@iot.in.gov

We expect to make refinements to the process going forward. We look forward to your suggestions to better assess opportunities for these products and services.



City of Bloomington Human Rights Commission

TO: Colleen Newbill

DATE: May 22, 2023

Dear Board Members:

I have reviewed the affirmative action plan for OpenGov, which is on file with the City Legal Department. I find the plan acceptable under the City of Bloomington Human Rights Ordinance and under the Contract Compliance Regulations. I will retain a copy of the plan in my files.

Sincerely,

Andrey Brittingham

Audrey Brittingham Assistant City Attorney

Cc: File Bidder

404 City Hall www.bloomington.in.gov e-mail: legal@bloomington.in.gov



City of Bloomington Human Rights Commission

TO: Julie Martindale and Colleen Newbill

DATE: May 16, 2023

DEADLINE: N/A

Dear Board Members:

I have reviewed the affirmative action plan for SHI, which is on file with the City Legal Department. I find the plan acceptable under the City of Bloomington Human Rights Ordinance and under the Contract Compliance Regulations. I will retain a copy of the plan in my files.

Sincerely,

Gudrey Brittingham

Audrey Brittingham Assistant City Attorney

Cc: File Bidder

OpenGov Terms and Conditions – Software Services Agreement (Purchase through an OpenGov Authorized Reseller)

This Software Services Agreement (this "**Agreement**") is entered into by OpenGov, Inc., a Delaware corporation with a principal place of business at 6525 Crown Blvd #41340, San Jose, CA 95160 ("**OpenGov**") and the customer listed on the signature block below ("**Customer**"), as of the date of last signature below (the "**Effective Date**"). This Agreement sets forth the terms under which Customer will be permitted to use OpenGov's hosted software services.

1. **DEFINITIONS**

"<u>Customer Data</u>" means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record). Customer Data shall not include any confidential personally identifiable information.

<u>"Documentation</u>" means the documentation for the Software Services at the Customer Resource Center page found at https://support.opengov.com.

"<u>Feedback</u>" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums.

"Initial Term" means the initial license term specified in number of years on the Order Form, commencing on the Effective Date.

"<u>Intellectual Property Rights</u>" means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

"<u>Order Form</u>" means the Reseller Software Services order form that: (a) specifies the Software Services provided by OpenGov; (b) references this Agreement; and (c) is signed by authorized representatives of both parties.

"<u>Renewal Term</u>" means each additional renewal period, which shall be for a period of equal duration as the Initial Term, for which this Agreement is extended pursuant to Section 7.2.

"Reseller" means the channel partner authorized to resell the Software Services.

2. SOFTWARE SERVICES, SUPPORT AND PROFESSIONAL SERVICES

2.1 <u>Software Services</u>. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to perform the software services identified in the applicable Order Form entered into by OpenGov and Customer ("**Software Services**").

2.2 <u>Support & Service Levels</u>. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov's standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at https://opengov.com/service-sla, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.

2.3 Professional Services.

(a) If Reseller or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services will be described in a statement of work ("**SOW**") agreed to by the parties (the "**Professional Services**"). Unless otherwise specified in the SOW, any pre-paid Professional

Services Fees must be utilized within one (1) year from the Effective Date. Any unused pre-paid Professional Services Fees shall be forfeited.

(b) Unless the SOW provides otherwise, all reasonable travel expenses, pre-approved by Customer and incurred by Reseller in performing the professional services will be reimbursed by Customer. Travel expenses include cost of coach airfare travel round trip from the individual's location to Customer's location, reasonable hotel accommodations, ground transportation and meals.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 <u>Restrictions</u>. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2 <u>Responsibilities</u>. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. INTELLECTUAL PROPERTY RIGHTS; LICENSE GRANTS; ACCESS TO CUSTOMER DATA

4.1 <u>Software Services</u>. OpenGov retains all right, title, and interest in the Software Services and all Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov and Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov hereby grants to Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

4.2 <u>Customer Data</u>. Customer retains all right, title, and interest in the Customer Data and all Intellectual Property Rights therein. Customer hereby grants to OpenGov a non-exclusive, royalty-free license to, and permit its partners (which include, without limitation the hosting providers of the Software Services) to, use, store, edit and reformat the Customer Data, and to use Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, or for analyzing such data and publicly disclosing such analysis ("**Insights**"), provided that in all such uses Customer Data is rendered anonymous such that Customer is no longer identifiable.

4.3 <u>Access to Customer Data</u>. Customer may download the Customer Data from the Software Services at any time during the Term, other than during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.

4.4 <u>Feedback</u>. Customer hereby grants to OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. CONFIDENTIALITY

5.1 Each party (the "**Receiving Party**") agrees not to disclose any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written consent, except as provided below. The Receiving Party further agrees: (a) to use and disclose the Confidential Information only in connection with this Agreement; and (b) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order,

provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5.2 **"Confidential Information"** means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all Documentation.

5.3 Notwithstanding the foregoing, "Confidential Information" does not include: (a) "**Public Data**," which is data that the Customer has previously released to the public, would be required to release to the public, upon request, according to applicable federal, state, or local public records laws, or Customer requests OpenGov make available to the public in conjunction with the Software Services. Confidential Information does not include (b) information that has become publicly known through no breach by the receiving party; (c) information that was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (d) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

6. PAYMENT OF FEES

6.1 Fees; Invoicing; Payment; Expenses.

(a) <u>Fees</u>. The fees for the Software Services for the Initial Term and any Renewal Term ("**Software Services Fees**") and the fees for Professional Services ("**Professional Services Fees**") are set forth in the applicable Order Form between Customer and the Reseller. Software Services Fees and Professional Services Fees shall hereafter be referred to as "**Fees**".

(b) <u>Annual Software Maintenance Price Adjustment</u>. The Fees payable for the Software Services during any Renewal Term shall increase by 5% each year of the Renewal Term.

(c) <u>Invoicing and Payment</u>. Reseller will invoice the Customer according to the Billing Frequency listed on the Order Form. Customer shall pay all invoices according to the Payment Terms listed on the Order Form.

(d) <u>Travel Expenses</u>. Unless the SOW provides otherwise, Reseller will invoice Customer for travel expenses, pre-approved by the Customer, incurred in connection with each SOW as they are incurred. Customer shall pay all such valid invoices as set forth in the applicable Order Form between Customer and Reseller.

(e) Customer Delays; On Hold Fee.

I. <u>On Hold Notice</u>. Excluding delays caused by Force Majeure as described in Section 10.5, if OpenGov determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov shall promptly, but in no event more than thirty (30) days from the date of such determination deliver to Customer a notice (an **"On Hold Notice**") that (A) designates the Professional Services to be provided to the Customer as **"On Hold"**, and (B) detail Customer's obligations and responsibilities necessary for OpenGov to continue performing the Professional Services

II. <u>Effects of On Hold Notice</u>. Upon issuing an On Hold Notice, OpenGov shall be entitled, without penalty, to (A) reallocate resources otherwise reserved for the performance of the Professional Services, and (B) stop or caused to be stopped the Professional Services to be provided to the Customer until the Customer has fulfilled its obligations as set forth in the On Hold Notice. OpenGov shall remove the "On Hold" status, only upon Customer's fulfillment of its obligations set out in the On Hold Notice, including payment of the On Hold Fee. Upon Customer's fulfillment of its obligations in the On Hold Notice, OpenGov may, in its sole discretion, extend the timeline to complete certain Professional Services up to six (6) weeks, depending on the availability of qualified team resources (OpenGov cannot guarantee that these team resources will be the same as those who were working on the project prior to it being placed On Hold). OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to

complete Customer's responsibilities or adhere to a Customer schedule which were brought to the attention of the Customer on a timely basis, unless such delays result, directly or indirectly from the failure of OpenGov or its authorized independent contractors to perform the Professional Services in accordance with this Agreement or applicable SOW.

6.2 <u>Taxes</u>. All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("**Sales Taxes**"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the Fees under this Agreement are found at any time to be payable, the amount may be billed by Reseller to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide Reseller, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

7. TERM & TERMINATION

7.1 <u>Term</u>. Subject to compliance with all terms and conditions, the term of this Agreement shall commence on the Effective Date and shall continue until the Subscription End Date specified on the Order Form (the "**Initial Term**").

7.2 <u>Renewal</u>. This Agreement shall automatically renew for another period of the same duration as the Initial Term (the "**Renewal Term**" and together with the Initial Term, the "**Term**"), unless either party notifies the other party of its intent not to renew this Agreement in writing no less than thirty (30) days before the end of the Initial Term.

7.3 <u>Termination</u>. Neither party shall have the right to terminate this Agreement without a legally valid cause. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement.

Additionally, Customer may terminate this Agreement, upon providing at least ninety (90) days' notice prior to the annual anniversary date of the Agreement ("**Anniversary Date**") upon the occurrence of an Event of Non-appropriation as defined below. An "Event of Non-appropriation" occurs when prior to each Anniversary Date: a) Customer uses all efforts that are lawful and within Customer's official power, to secure the appropriate funds for the next year's Fees, including indicating the Software Services serve an essential purpose to Customer; and b) Customer has not acquired, used or issued a proposal for similar products or services during this period or has not hired any third party or allowed its own employees to use other services in place of the Software Services. Customer shall permit OpenGov to assist with the efforts in a) above, including providing OpenGov with direct access to Customer's applicable appropriations team.

7.4 Effect of Termination.

(a) <u>In General</u>. Upon termination pursuant to Section 7.3 or expiration of this Agreement pursuant to Section 7.1: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the effective date of termination or expiration, (b) all Software Services provided to Customer hereunder shall immediately terminate; and (c) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

(b) <u>Deletion of Customer Data</u>. Unless otherwise requested pursuant to this Section 7.4(b), upon the expiration or termination of this Agreement the Customer Data, excluding any Insights, shall be deleted pursuant to OpenGov's standard data deletion and retention practices. Upon written request, Customer may request deletion of Customer Data, excluding any Insights, prior to the date of termination or expiration of this Agreement. Such request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice described at Section 10.

7.5 <u>Survival</u>. The following sections of this Agreement shall survive termination: Section 5 (Confidentiality), Section 6 (Payment of Fees), Section 7.4(b) (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

8.1 By OpenGov.

(a) <u>General Warranty</u>. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.

(b) <u>Software Services Warranty</u>. OpenGov further represents and warrants that for a period of ninety (90) days, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Any claim submitted under this Section 8.1(b) must be submitted in writing to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services and refund the prepaid, unused portion of the Fee for such Software Services.

8.2 <u>By Customer</u>. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3 <u>Disclaimer</u>. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY

9.1 <u>By Type</u>. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2 <u>By Amount</u>. IN NO EVENT SHALL EITHER PARTY'S AND RESELLER'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO RESELLER (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3 <u>Limitation of Liability Exclusions</u>. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

9.4 <u>No Limitation of Liability by Law</u>. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. MISCELLANEOUS

10.1 <u>Logo Use</u>. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.

10.2 <u>Notice</u>. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone communications. However, for notices, including legal notices, required by the Agreement (in Sections where the

word "notice" appears) the parties must communicate more formally in a writing given by personal delivery, by prepaid first-class mail or by overnight courier to the address specified in the most recent Order Form (or such other address as may be specified in writing in accordance with this Section).

10.3 <u>Anti-corruption</u>. OpenGov and Reseller has not offered or provided any bribe, kickback, illegal or improper payment, gift, or thing of value to any Customer personnel in connection with the Agreement, other than reasonable gifts and entertainment provided Customer in the ordinary course of business. If OpenGov become aware of any violation of the above restriction then OpenGov shall promptly notify Customer.

10.4 <u>Injunctive Relief</u>. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5 <u>Force Majeure</u>. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

10.6 <u>Severability; Waiver</u>. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. There are no third-party beneficiaries to this Agreement.

10.7 <u>Assignment</u>. Except as set forth in this Section, neither party shall assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to: (i) its corporate affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement shall inure to the benefit of and bind each party's permitted assigns and successors.

10.8 <u>Independent Contractors</u>. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect.

10.9 <u>Attorneys' Fees</u>. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.10 <u>Complete Agreement</u>. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

[SIGNATURE PAGE TO FOLLOW]

Signatures

Customer: City o	of Bloomington, IN	OpenGov, Inc.
Signature:		Signature:
Name:		Name:
Title:		Title:
Date:		Date:

[SIGNATURE PAGE TO OPENGOV SOFTWARE SERVICES AGREEMENT]

Confidential OpenGov



Board of Public Works Staff Report

Project/Event: Wrapped in Love Petitioner/Representative: Middle Way House Staff Representative: Holly Warren Date: 06/20/2023

Report: The City believes that domestic violence, sexual violence, and human trafficking are abhorrent; that unequal treatment of any member of our community or our broader society has no place in the City; that certain members of American society have nevertheless suffered unequal treatment which has inflicted economic, physical and emotional harms; that methods to minimize this unequal treatment perpetuate inequalities and enable further abuses; that efforts to promote education, kindness, charity, civility and respect will help us heal from past violence, abuse and discrimination; and that government, especially local government, must use a variety of methods and platforms to inform residents of resources and services available to protect their safety and civil rights.

The City would like to partner with Middle Way House to use the Wrapped in Love program as a platform for delivering the City's beliefs. Wrapped in Love places sweaters created by area fabric artists on City trees in the public right-of-way which celebrate the values of education, kindness, charity, civility, and respect as well as carry critical information about resources for victims of domestic violence, sexual assault and human trafficking.

Sweaters will be placed on trees between September 1 and October 15 of each year and may remain through March 31 of the following year. The City will provide Middle Way House with annual funding to support the creation and installation of sweaters.



SPECIAL EVENT APPLICATION

City of Bloomington Department of Economic and Sustainable Development 401 N. Morton Street, Suite 150 Bloomington, Indiana 47404 812-349-3418 Department of Public Works 812-349-3411

1. Applicant Information

Contact Name:	Holly Warren City of Bloomington, Economic & Sustainable Development		
Contact Phone:	812.349.3534	Mobile Phone:	
Title/Position:	Executive Director for the Arts, Economic & Sustainable Development City of Bloomington 401 N. Morton Bloomington, IN 47401 holly.warren@bloomington.in.gov		
Organization:			
Address:			
City, State, Zip:			
Contact E-Mail Address:			
Organization E-Mail and URL:	bloomington.in.gov		
Org Phone No:	812.349.3418	Fax No:	

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

Organization Name:	Middle Way House Carrie Stillions, Interim Executive Director	
Address:	338 S. Washington St	
City, State, Zip:	Bloomington, IN 47401	
Contact E-Mail Address:	communications@middlewayhouse.org carrie@middlewayhouse.net	
Phone Number:	812.333.7404	Mobile Phone:
Organization Name:		
Address:		
City, State, Zip:		
E-Mail Address:		
Phone Number:		Mobile Phone:
Organization Name:		
Address:		
City, State, Zip:		
E-Mail Address:		

3. EVENT INFORMATION				
Type of Event	 Metered Parking Space(s) Run/Walk Festival Block Party Parade Art in the Right of Way Other (Explain below in Description of Event) 			
Date(s) of Event:	September 1, 2023 - March 31, 2024			
Time of Event:	Date:	Start:	Date:	End:
Setup/Teardown time Needed	Date:	Start:	Date:	End:
Calendar Day of Week:	Friday 9/1; Sunday 3/31			
Description of Event:	The City would like to partner with Middle Way House to use the Wrapped in Love program as a platform for delivering the City's beliefs. Wrapped in Love places sweaters created by area fabric artists on City trees in the public right-of-way which celebrate the values of education, kindness, charity, civility, and respect as well as carry critical information about resources for victims of domestic violence, sexual assault and human trafficking.			
Expected Number of Participants:	70		Expected # of vehicle Spaces to close): nor	

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

 A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked The ending point shall be clearly marked Each intersection along the route shall be clearly identified A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed) 	
Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)	
 A properly executed Maintenance of Traffic Plan Determine if No Parking Signs will be required 	
Noise Permit application	

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

 A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked The ending point shall be clearly marked The number of lanes to be restricted on each road shall be clearly marked Each intersection along the route shall be clearly identified A notation of how each intersection is to be blocked shall be specifically noted at each intersection (i.e.: Type 3 barricades and/or law enforcement); and The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize 		
Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)		
Using a City park or trail? Parks & Recreation Department Approved Special Use Permit Dot applicable		
Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.		
A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required		
Secured a Parade Permit from Bloomington Police Department Not applicable		
Noise Permit application DNot applicable		
Waste and Recycling Plan if more than 100 participates (template attached)		

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

A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified)			
The starting point shall be clearly marked			
The ending point shall be clearly marked			
 The number of lanes to be restricted on each road shall be clearly marked 			
Each intersection along the route shall be clearly identified			
A notation of how each intersection is to be blocked shall be specifically noted at each			
intersection (ie: type 3 barricades and/or law enforcement); and			
 The location of any staging area(s) for the rights-of-way closure and how much space the staging area(c) shall utilize 			
 staging area(s) shall utilize			
Notification to business/residents who will be impacted by event of the day the application will be heard			
by Board of Public Works (Example attached)			
Using a City park or trail? Parks & Recreation Department Approved Special Use Permit			
A properly executed Maintenance of Traffic Plan			
*Determine if No Parking Signs will be required * Determine if Barricades will be required			
Noise Permit application DNot applicable			
Beer & Wine Permit INot applicable			
Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not			
less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no			
later than five days before event.			
If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)			
Waste and Recycling Plan if more than 100 participates (template attached)			

7. CHECKLIST

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

FOR CITY OF BLOOMINGTON USE ONLY

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

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS RESOLUTION 2023-29

Wrapped In Love

WHEREAS, the City of Bloomington Board of Public Works (hereinafter "City") has authority pursuant to IC 36-9-2-5 to establish, vacate, maintain, and operate public ways, including sidewalks;

WHEREAS, the City has long believed that domestic violence, sexual violence, and human trafficking are abhorrent and contrary to the autonomy, dignity, and personal safety and security that society must support for all members of our community;

WHEREAS, the City believes that unequal treatment and valuation of any member of our community or our broader society, by government or private actors, based on demographic factors irrelevant to inherent human worth has no place in the City or our broader society;

WHEREAS, the City believes that unequal treatment and valuation based on such factors nevertheless has been given to certain members of American society by government and private actors, and has inflicted deep economic, physical, and emotional harms;

WHEREAS, the City believes that efforts to minimize, ignore, or obscure this unequal treatment – especially unequal treatment of women and of Black, brown and LGBTQ+ residents – perpetuate these inequalities and enable further abuses;

WHEREAS, the City believes that, in contrast, efforts to promote and encourage education, kindness, charity, civility, and respect will helps us heal from past violence, abuse and discrimination and move forward to a brighter collective future;

WHEREAS, the City believes that Bloomingtonians should confront and work to overcome inequalities in our past, and likewise should celebrate the positive events and traditions and eclectic features of the City that make the City unique and special;

WHEREAS, the City also believes that government, especially local government that interacts so closely with members of the community, must use a variety of methods and platforms to inform residents of resources and services available to protect their safety and civil rights, and to encourage residents to use these resources and services;

WHEREAS, the City may and does use its public spaces, including the public right-ofway, to convey government messages, reinforce the values they reflect, and to inform residents of available resources and services;

WHEREAS, the City may partner with area nonprofit organizations to obtain assistance in

Resolution 2023-29

conveying government messages and broaden the City's capacity to reach and assist residents;

WHEREAS, Middle Way House is a nonprofit organization that provides meaningful alternatives to living with violence to hundreds of survivors of domestic violence, sexual violence, and human trafficking each year;

WHEREAS, since at least 2012, Middle Way House has been putting on a program each year known as "Wrapped in Love" that places sweaters created by area fabric artists on City trees in the public right-of-way which celebrate the values of education, kindness, charity, civility, and respect, as well as the unique features and history of the City. The sweaters also carry critical information about resources for victims of domestic violence, sexual assault, and human trafficking and help attract attention to these resources through the their aesthetic appeal; and

WHEREAS, beginning in 2023, the City wishes to formally adopt the Wrapped in Love program as a platform to express the government views cited above and to provide information on critical resources and services available to residents suffering violence and abuse;

NOW, THEREFORE, BE IT RESOLVED, that the City adopt the Wrapped in Love program as a government platform and:

1. The City and Middle Way House shall jointly announce the Wrapped in Love program each year and invite area fabric artists to contribute sweaters that comply with the City's guidelines.

2. All sweater designs must reflect and be consistent with the City's views.

3. The City shall create and fund labels for the sweaters that include the crisis hotline phone number, the name of the sweater sponsor, and the City's and Middle Way House's logos.

4. The City shall provide Middle Way House with annual funding to support the creation and installation of sweaters for the Wrapped in Love program.

5. In consultation with the City's Urban Forester, sweaters will be placed on City trees in the public right-of-way.

6. The City shall review and approve each sweater design before the sweater may be placed in the public right-of-way.

7. Sweaters shall be placed on trees between September 1 and October 15 of each year and may remain through no later than March 31 of the following year.

8. Each year, the City will submit a special event application for the Wrapped in Love program to the Board of Public Works for consideration.

ACCEPTED AND AGREED TO:

MIDDLE WAY HOUSE, INC.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

Jennifer Lloyd, Secretary

Signature

Printed Name

Title

Date: _____

Date: _____

Resolution 2023-29



Board of Public Works Staff Report

Project/Event:

Petitioner/Representative: Staff Representative: Date: Construction Agreement with CSX Transportation, Inc. for the B-Line Extension Project Engineering Department Roy Aten, Senior Project Manager June 20th, 2023

Report:

A section of the B-line Extension Project will be constructed adjacent to the railroad tracks that are owned by CSX Transportation. This agreement between the City and CSX will provide inspection services and flagging services for the construction phase of the project. The total agreement amount is \$47,300.00, of which \$14,300.00 is already approved through the engineering agreement. An additional amount of \$33,000 will be required to fulfill the City obligation.

City of Bloomington Contract and Purchase Justification Form

Vendor: CSX Transportation, Inc.

Contract Amount: \$47,300.00

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 INF	ORMATION	N		
1.	Check the box beside the procure applicable)	ment m	nethod used to in	itiate this pro	ocurement: (Attach a	a quote or bio	d tabulation if
	Request for Quote (RFQ)		Request for Prop	osal (RFP)	Sole Source	5	Not Applicable (NA)
	Invitation to Bid (ITB)		Request for Qua (RFQu)	alifications	Emergency Purch	iase	— (NA)
2.	List the results of procurement p	rocess.	Give further exp	lanation wh	nere requested.		Yes No
	# of Submittals: 1	Yes	No		Was the lowest cost sele		
	Met city requirements?	\checkmark			please state below why i Construction services		with adjacent
	Met item or need requirements?	\checkmark			property owner (CSX during construction.		
	Was an evaluation team used?		\checkmark		during construction.		
	Was scoring grid used?		\checkmark				
	Were vendor presentations requested?		\checkmark				

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

Construction services agreement with adjacent property owner (CSX). Requried in order to do any work on the rail roads property.

Roy Aten

Senior Project Manager

Engineering

Print/Type Name

Print/Type Title

Department

$\begin{array}{c} Bloomington, Monroe \ County, Indiana\\ Trail \ Extension \ Construction - B-Line \ Adjacent \ to \ CSXT\\ Monon \ Subdivision, Milepost \ 00Q-219.4 \pm \\ \ CSXT \ OP \ Number \ IN1187 \end{array}$

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is made as of ______, 202___, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida ("CSXT"), and the CITY OF BLOOMINGTON, a body corporate and political subdivision of the State of Indiana ("Agency").

EXPLANATORY STATEMENT

- 1. Agency has proposed to construct, or to cause to be constructed, the extension of the B-Line Trail, from Adams Street to Fountain Drive, including where the B-Line Trail is parallel and adjacent to the tracks and right-of-way of the CSXT Monon Subdivision, near Milepost 00Q-219.36 thru Milepost 00Q-219.45, as located in Bloomington, Monroe County, Indiana (the "**Project**").
- 2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.
- 3. Agency acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.
- 4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

- 1. Project Plans and Specifications
 - 1.1 <u>Preparation and Approval</u>. Pursuant to <u>Exhibit A</u> of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Agency's sole cost and expense, by Agency or CSXT or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject, at CSXT's election, to

the review and approval of CSXT. Such plans, specifications and drawings, as prepared or approved, either conditionally or unconditionally, by CSXT, are referred to as the "**Plans**", and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved, either conditionally or unconditionally, by CSXT as of the date of this Agreement are set forth in <u>Exhibit B</u> to this Agreement.

- 1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval, conditional approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with such Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans.
- 1.3 <u>Compliance with Plans</u>. The Project shall be constructed in accordance with the Plans.
- 2. <u>Allocation and Conduct of Work</u>

Work in connection with the Project shall be allocated and conducted as follows:

- 2.1 <u>CSXT Work</u>. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by <u>Exhibit A</u> to this Agreement. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by <u>Exhibit A</u>) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.
- 2.2 <u>Agency Work</u>. Agency shall perform, or cause to be performed, all work as set forth by <u>Exhibit A</u>, at Agency's sole cost and expense.
- 2.3 <u>Conduct of Work</u>. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 9. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on CSXT property shall conclude no later than December 31, 2024, unless the parties mutually agree to extend such date.

3. <u>Special Provisions</u>. Agency shall observe and abide by, and shall require its contractors ("Contractors") to observe and abide by the terms, conditions and provisions set forth in <u>Exhibit C</u> to this Agreement (the "Special Provisions"). To the extent that Agency performs Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT <u>Schedule I</u> to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.

4. Cost of Project and Reimbursement Procedures

- 4.1 <u>Reimbursable Expenses</u>. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to CSXT's consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with CSXT labor overhead percentages established by CSXT pursuant to applicable law (collectively, "**Reimbursable Expenses**"). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.
- 4.2 <u>Estimate</u>. CSXT has estimated the total Reimbursable Expenses for the Project as shown on <u>Exhibit D</u> (the "**Estimate**", as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation. Furthermore, the Agency acknowledges and understands that any estimated cost to construct the project shall only be good for a limited period of time and that any delays to move to construction, if CSXT agrees to such construction, shall result in increased costs.
- 4.3 <u>Payment Terms</u>.
 - 4.3.1 Agency shall pay CSXT for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on <u>Exhibit E</u> (the "Payment Schedule", as revised pursuant to Section 4.2). CSXT agrees to submit invoices to Agency for such amounts and Agency shall remit payment to CSXT at the later of thirty (30) days following delivery of each such invoice to Agency or, the payment date (if any) set forth in the Payment Schedule.
 - 4.3.2 Following completion of the Project, CSXT shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT

against the total payments received from Agency. Agency shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to Agency. In the event that the payments received by CSXT from Agency exceed the Reimbursable Expenses, CSXT shall remit such excess to Agency.

- 4.3.3 In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.
- 4.3.4 All invoices from CSXT shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT's notice to Agency:

CSX Transportation, Inc. P.O. Box 530192 Atlanta, GA 30353-0192

- 4.4 <u>Effect of Termination</u>. Agency's obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.
- 5. <u>Appropriations</u> Agency represents to CSXT that: (i) Agency has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as <u>Exhibit D</u>; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such appropriations.
- 6. Easements and Licenses
 - 6.1 <u>Agency Obligation</u>. Agency shall acquire all necessary licenses, permits and easements required for the Project.
 - 6.2 <u>Temporary Construction Licenses</u>. Insofar as it has the right to do so, CSXT hereby grants Agency a nonexclusive license to access and cross CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by CSXT and such temporary construction easements as may be designated on the Plans approved by CSXT.

- 6.3 <u>Temporary Construction Easements.</u> CSXT may grant without warranty to Agency, if required, a temporary non-exclusive easement for access to the extent necessary for the project on terms and conditions and at a price acceptable to the parties.
- 6.4 <u>Permanent Easements.</u> Insofar as it has the right to do so, CSXT shall grant, without warranty to Agency, easements for the use and maintenance of the Project wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to both parties. Upon request by CSXT, Agency shall furnish to CSXT descriptions and plat plans for the easements.
- 7. <u>Permits</u> At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.

8. <u>Termination</u>

- 8.1 <u>By Agency</u>. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or Work on the Project by either party.
- 8.2 <u>By CSXT</u>. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Agency.
- 8.3 <u>Consequences of Termination</u>. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.

9. <u>Insurance</u> In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as <u>Exhibit F</u>. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.

10. Ownership and Maintenance

- 10.1 <u>By Agency</u>. Agency shall own, maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, as shown by the Plans. In the event Agency fails to do so after reasonable notice from CSXT (no more than thirty (30) days, unless an emergency condition exists or is imminent in the opinion of CSXT, that requires immediate action), CSXT may perform such maintenance and repair, at Agency's sole cost and expense. Upon the cessation of use of the Project by Agency, Agency shall remove the trail and restore CSXT's property to its original condition, at Agency's sole cost and expense, to CSXT's satisfaction.
- 10.2 <u>Alterations</u>. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require.
- 11. Indemnification
 - 11.1 Generally. To the maximum extent permitted by applicable law, Agency and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.
 - 11.2 <u>Compliance with Laws</u>. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Agency's Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with

respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.

- 11.3 <u>"CSXT Affiliates"</u>. For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.
- 11.4 <u>Notice of Incidents</u>. Agency and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.
- 11.5 <u>Survival</u>. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.
- 12. <u>Independent Contractor</u>. The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Agency or its Contractors or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.
- 13. "<u>Entire Agreement</u>" This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
- 14. <u>Waiver</u> If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
- 15. <u>Assignment</u> CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior consent, which consent may be withheld for any reason.
- 16. <u>Notices</u> All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three

(3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT:	CSX Transportation, Inc. 4802 Decoursey Pike Taylor Mill, Kentucky 41015 Project Manager – Public Projects
If to Agency:	City of Bloomington 401 North Morton Street Bloomington, Indiana 47404

17. <u>Severability</u> The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.

Attention: Roy Aten, Senior Project Manager

18. <u>Applicable Law</u> This Agreement shall be governed by the laws of the State of Indiana, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval, Florida.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

BY SIGNING THIS AGREEMENT, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on November 5, 2021.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

CITY OF BLOOMINGTON, INDIANA

By:	
Print Name:	
Title:	

CSX TRANSPORTATION, INC.

By:

Bradley W. Armstrong Project Manager – Public Projects

EXHIBIT A ALLOCATION OF WORK

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

- A. Agency shall let by contract to its Contractors:
 - 1. Maintenance of Traffic Control Plan implementation, maintenance & removal
 - 2. Erosion Control Plan implementation, maintenance & removal
 - 3. Clearing, grading and paving of trail
 - 4. Drainage basin / drainage system construction
 - 5. All work incidental to complete the project
 - 6. Restoration of CSXT right-of-way to the satisfaction of CSXT
- B. CSXT shall perform or cause to be performed:
 - 1. Flagging Services and other protective services and devices as may be necessary to protect the interests of CSXT
 - 2. Construction engineering and inspection services to protect the interests of CSXT

EXHIBIT B

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to CSXT for its review and approval*:

SHEET	DESCRIPTION	SUBMITTER	DATE
1 of 109	Title Sheet	AZTEC	04/21/23
2 of 106	Index Sheet	AZTEC	02/27/23
3 of 109	Typical Sections	AZTEC	04/21/23
20 of 109	Plan & Profile	AZTEC	04/21/23
37 of 109	Detention Basin Grading Plan	AZTEC	04/21/23
74-77 of 109	Cross Sections	AZTEC	04/21/23

<u>NOTE:</u> In the event subsequent plan submissions are made by Agency to CSXT for review and approval, once approved, said plans shall be considered to be incorporated into this Exhibit B as of the date of CSXT's written approval.

EXHIBIT C

CSXT SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

"CSXT" shall mean CSX Transportation, Inc., its successors and assigns.

"CSXT Representative" shall mean the authorized representative of CSX Transportation, Inc.

"Agreement" shall mean the Agreement between CSXT and Agency dated as of ______, as amended from time to time.

"Agency" shall mean the City of Bloomington, Indiana.

"Agency Representative" shall mean the authorized representative of the City of Bloomington, Indiana.

"Contractor" shall have the meaning ascribed to such term by the Agreement.

"Work" shall mean the Project as described in the Agreement.

I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT's property, or to poles, wires, and other facilities of tenants on CSXT's Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.

- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.
- III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:
 - A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
 - B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
 - C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.
- B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

V. HAUL ACROSS RAILROAD

- A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.
- B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

- A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

- A. General
 - 1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
 - 2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
 - 3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.
- B. Blasting
 - 1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
 - c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
 - d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.

- e. Agency and Contractor shall not store explosives on CSXT property.
- 2. CSXT Representative will:
 - a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.
 - b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

- A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.
- B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.
- C. Agency or Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.
- D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative,

such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.

E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

EXHIBIT D

INITIAL ESTIMATE ATTACHED

		ACCT.	CODE : 709 -	IN1187		F	orm Revision 04/21/23
	00Q-219.45. ZONE: Louisville	COUNTY: f B-Line Trail Extension SUB-DIV:	adjacent to C: Monon		eased) from	STATE: IN	
	AGENCY PROJECT NUMBER:	DES No. 1700735, Co	ntract No. R-40	0293			
212	PRELIMINARY ENGINEERING: Contracted & Administrative Engin	neering Services					\$13,000
	Subtotal						\$13,000
212	CONSTRUCTION ENGINEERING						\$30,000
	Subtotal						\$30,000
	FLAGGING SERVICE: (Contract	Labor)					
70	Labor (Conductor-Flagman)			Days @			\$0
50	Labor (Foreman/Inspector)			Days @			\$0
70	Additive	(Transportation Depa	rtment)				\$0
50	Additive	(Engineering Departm	nent)				\$0
	Subtotal						\$0
	SIGNAL & COMMUNICATIONS V	VORK:					\$0
	TRACK WORK:						\$0
	PROJECT SUBTOTAL:						\$43,000
900	CONTINGENCIES:	10.00%					\$4,300
	PROJECT TOTAL:	*********	******		**********		\$47,300
	CURRENT AUTHORIZED BUDGI	ET: *********	******	***********	*********		\$12,100
	TOTAL SUPPLEMENT REQUES		******	*******	*********	_	\$35,200
	DIVISION OF COST.						
	DIVISION OF COST: Agency	100.00%					\$35,200
	Railroad	0.00%				_	\$0
	NOTE: Estimate is based on FU		IPE during w	ork by Pail	road Eoree		
	This estimate has been prepared based on red known as of the date prepared. The actual cost to become apparent once construction commences	onditions, anticipated work durati or CSXT work may differ based of	on periods, material p pon the agency's req	prices, labor rate	s, manpower an	d resource availabili	-
	Office of Chief Engineer Public Projects-Ja						
	Estimated prepared by: DATE:	Benesch 05/19/23 REVISED:	A 01/00/00	pproved by: DATE:	BWA 05/19/23	CSXT Public Pro	ject Group

EXHIBIT E

PAYMENT SCHEDULE

Advance Payment in Full

Upon execution and delivery of notice to proceed with the Project, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within 30 days following delivery of such invoice to Agency.

EXHIBIT F

INSURANCE REQUIREMENTS

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

- 1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
- 2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).
- 3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
- 4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance Insurance Services Office (ISO) Form CG 00 35.
 - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
 - c. Name and Address of Contractor and Agency must appear on the Declarations page.
 - d. Description of operations must appear on the Declarations page and must match the Project description.

- e. Authorized endorsements must include the Pollution Exclusion Amendment CG 28 31, unless using form CG 00 35 version 96 and later.
- f. Authorized endorsements may include:
 - (i). Broad Form Nuclear Exclusion IL 00 21
 - (ii) 30-day Advance Notice of Non-renewal or cancellation
 - (iii) Required State Cancellation Endorsement
 - (iv) Quick Reference or Index CL/IL 240
- g. Authorized endorsements may not include:
 - (i) A Pollution Exclusion Endorsement except CG 28 31
 - (ii) A Punitive or Exemplary Damages Exclusion
 - (iii) A "Common Policy Conditions" Endorsement
 - (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
 - (v) Policies that contain any type of deductible
 - 5. All insurance companies must be A. M. Best rated A- and Class VII or better.
 - 6. CSX OP number IN1187 must appear on each Declarations page and/or certificates of insurance.
 - 7. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Insurance Department CSX Transportation, Inc. 500 Water Street, C-907 Jacksonville, FL 32202

OR

insurancedocuments@csx.com

2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance.

$\begin{array}{c} Bloomington, Monroe County, Indiana\\ Trail Extension Construction – B-Line Adjacent to CSXT\\ Monon Subdivision, Milepost 00Q-219.4\pm\\ CSXT OP Number IN1187\\ \end{array}$

SCHEDULE I

CONTRACTOR'S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated ________, 202____, between the City of Bloomington, Indiana and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor:

By:	
Name:	
Title:	
Date:	

\\COR\130459.7

CSXT SCHEDULE PA CONSTRUCTION PHASE PAYMENT SUBMISSION FORM

Project Description: Proposed extension of the B-Line Trail, from Adams Street to Fountain Drive, including where the B-Line Trail is parallel and adjacent to the tracks and right-of-way of the CSXT Monon Subdivision, near Milepost 00Q-219.36 thru Milepost 00Q-219.45, as located in Bloomington, Monroe County, Indiana

CSXT OP No. IN1187

******	*****************
	t or ACH/EFT payment as detailed below. to work commencing.
********Mail a Check*******	******ACH/EFT Payment******
Mail this form, along with your	Submit Payment to:
paper check (do not send the	
Agreement) to the following address:	CSXT Govt. Billing
(P.O. Box 530192
CSX Transportation, Inc.	Atlanta, GA 30353-0192
P.O. Box 530192	
Atlanta, GA 30353-0192	Acct # 1219082172
	ACH ABA# 267084199
*****	*****

When submitting payment VIA EITHER CHECK OR ACH/EFT, send a photocopy of the check or associated ACH/EFT payment info, along with this form via email/mail to:

Nicole_Henning@csx.com AND LShaw@Benesch.com

(All information below to be completed by Agency providing Payment)

Sponsor Name	Payment Date	Check #	Amount
			<u>\$33,000.00</u>



Board of Public Works Staff Report

Project/Event:	Budget Increase for Engineering Agreement with CSX Transportation, Inc.
Petitioner/Representative:	Engineering Department
Staff Representative:	Roy Aten, Senior Project Manager
Date:	June 20 th , 2023
•	

Report:

A section of the B-line Extension Project will be constructed adjacent to the railroad tracks that are owned by CSX Transportation. At the November 20th, 2022 meeting the Board approved the Engineering Agreement with CSX in the amount of \$12,100.00. The City is required to have the railroad review our construction plans and develop a schedule and estimate for the work. The agreement obligates the City to pay CSX for the review of the project. CSX has requested an increase in the agreement amount of \$2,200 for a final agreement amount of \$14,300.00.

City of Bloomington Contract and Purchase Justification Form

Vendor: CSX Transportation, Inc

Contract Amount: \$14,300.00

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 INFORMATIO	ON	
1.	Check the box beside the procurer applicable)	nent me	ethod used to initiate this p	procurement: (Attach a quote or b	id tabulation if
	Request for Quote (RFQ)		Request for Proposal (RFP)	Sole Source	Not Applicable (NA)
	Invitation to Bid (ITB)		Request for Qualifications (RFQu)	Emergency Purchase	(NA)
2.	List the results of procurement pr	ocess. C	Give further explanation w	vhere requested.	Yes No
	# of Submittals: 1	Yes	No	Was the lowest cost selected? (If no,	$\Box \checkmark$
	Met city requirements?	\checkmark		please state below why it was not.)	· · · · · · · · · · · · · · · · · · ·
	Met item or need requirements?	\checkmark		Services agreement with adjacent for the review of the engineering c	
	Was an evaluation team used?		\checkmark		
	Was scoring grid used?		\checkmark		
	Were vendor presentations requested?		\checkmark		

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

This is an engineering services agreement for the adjacent property owner. Prior to conducting work adjaceent to a railroad, the project owner must have the work reviewed and approved by the railroad. This is an adjustment to the agreement that was pass on November 20th, 2022.

Roy Aten

Senior Project Manager

Engineering

Print/Type Name

Print/Type Title

Department

[AGENCY LETTERHEAD]

[INSERT DATE]

CSX Transportation, Inc. Bradley W. Armstrong, Project Manager – Public Projects Return to: LShaw@Benesch.com

SUBJECT:	Bloomington, Monro Trail Construction –	• ·	
	Agency Reference:	DES No.:	1700735
		Contract No.:	R-40293
	AAR/DOT No.:	Not Applicable	e (CSX Contract No. CSX977132)
	CSXT Reference:	Milepost:	00Q-219.36 to 00Q-219.45
		Louisville Zon	e
		Monon Subdiv	vision
		OP No.:	IN1187

To comply with CSX Transportation, Inc. (CSX) Government Compliance requirements, this letter represents City of Bloomington, Indiana (Agency) authority to CSX to increase the project PE phase budget in accordance with the following parameters:

CSXT Scope: Preliminary Engineering Services

Agency Billing Responsibility: 100%

Budget Previously Authorized by Agency: \$12,100

Budget Increase Authorized: \$2,200

Updated Total Budget Authorized by Agency: \$14,300

Agency Billing Contact:City of Bloomington, Indiana401 North Morton StreetBloomington, IndianaAttention: Roy Aten, Senior Project Manager

Effective: October 27, 2022 (Date of execution of New Project Initiation Form)

Sincerely,

Signature

Typed/Printed Name

Title

$\begin{array}{c} Bloomington, Monroe \ County, Indiana\\ Trail Extension \ Construction - B-Line \ Adjacent \ to \ CSXT\\ Monon \ Subdivision, Milepost \ 00Q-219.4 \pm\\ \ CSXT \ OP \ Number \ IN1187 \end{array}$

CSXT Schedule PA

(Advance Payment – Preliminary Engineering Agreement)

PAYMENT SUBMISSION FORM

Payment is hereby provided in accordance with the terms of Section 3.3 of the Agreement dated January 26, 2023, between Agency and CSXT.

A copy of this Payment Submission Form shall accompany all payments delivered by Agency to CSXT which shall be forwarded to the following address:

CSX Transportation, Inc. PO BOX 530192 ATLANTA GA 30353-0192

Payment due upon receipt							

	Payment Date	Payment Amount	Check No.				
		<u>\$2,200.00</u>					
*****	*****	*****	******				
Date:		By:					
		Title: Phone	e: e:				
		Emai	1:				



Board of Public Works Staff Report

Project/Event:	Change Orders #1-3 for the 17 th Street Multi-Use Path West Project
Petitioner/Representative:	Engineering Department
Staff Representative:	Roy Aten
Date:	June 20 th , 2023

Report: This project installed a multi-use path on the north side of 17th Street from Monroe Street to Walnut Street. The project was awarded through INDOT to E&B Paving Inc in the amount of \$3,083,517.00.

- <u>Change Order #1</u> During the installation of the new storm sewer a conflict was discovered between the proposed storm inlet and a private sanitary sewer. The storm sewer box type was changed and the location was altered resulting in a change to the contract of a deduct of (\$391.89). At the time of the discovery of the conflict the original Type J box had been ordered, manufactured and delivered, therefore this change order is reimbursing the contractor for the material cost of the original structure and the City is taking possession of the structure.
- <u>Change Order #2</u> After the award of the contract it was discovered that the project did not account for the installation of topsoil in areas that will need to support the growth of sod. This change order will add \$34,212.00 to the contract price for the installation of topsoil.
- <u>Change Order #3</u> As bid, the project will only be paving the westbound lane from just west of Kinser Pike to the western construction limits. It was determined that the paving limits need to be expanded for milling and paving both the westbound and eastbound lanes. This change order will add \$87,518.39 to the contract for milling and paving.

City of Bloomington Contract and Purchase Justification Form

Vendor: INDOT-LPA

Contract Amount: \$3,204,855.50

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 INFORMATIO	ON	
1.	Check the box beside the procureme applicable)	ent me	ethod used to initiate this p	procurement: (Attach a quote or	bid tabulation if
	Request for Quote (RFQ)		Request for Proposal (RFP)	Sole Source	Not Applicable (NA)
	Invitation to Bid (ITB)		Request for Qualifications (RFQu)	Emergency Purchase	—— (NA)
2.	List the results of procurement pro	cess. G	Give further explanation v	where requested.	Yes No
	# of Submittals: 1	Yes	No	Was the lowest cost selected? (If no,	\checkmark
	Met city requirements?	✓ [please state below why it was not.)	
	Met item or need requirements?	✓ [These are change orders on a l project. Project was awarded th Change Orders are being review	nrough INDOT.
	Was an evaluation team used?		\checkmark	Change Chaole are being review	
	Was scoring grid used?		\checkmark		
	Were vendor presentations requested?		\checkmark		

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

These are change orders on a INDOT-LPA project. Project was awarded through INDOT. Change Orders are being reviewed by the LPA.

Award	\$3,083,517.00
CO #1	-\$391.89
CO #2	\$34,212.00
CO #3	\$87,518.39
Final	\$3,204,855.50

Roy Aten

Senior Project Manager

Engineering

Print/Type Name

Print/Type Title

Department

Contract No:R -41895

Change Order No.: 001

Page: 1

INDIANA Department of Transportation Construction Change Order and Time Extension Summary

Contract Information	Contract No.: R -41895	Letting Date:05/05/2022
District:SEYMOUR DISTRICT	AE:Wren, Rachel	PE/S:Havens, Trevor Status:Draft
Change Order Information	Change Order No.: 001	EWA: Y or Force Acct: N
Date Generated: 00/00/0000	Date Approved: 00/00/0000	
Reason Code: CHANGED COND, Con	structability Related	
Description: Structure 42		
Original Contract Amount	\$ 3,083,517.00	
Current Change Order Amount	\$ 0.00	Percent: 0.000 %
Total Previous Approved Changes	\$ 0.00	Percent: 0.000 %
Total Change To-Date	\$ 0.00	Percent: 0.000 %
Modified Contract Amount	\$ 3,083,517.00	
Time Extension Information		
Date Initiated 00/00/0000	Date Completed 00/00/0000	
Original Contract Time		000 or SS Calendar/Work Days 0 or SP Days , SP = Special Provision)
Time Element Description:		
Current Time Extension	SS Days 0 SP Days 0	SP Days Value \$ 0.00
Previous Time Approved	SS Days by AE: DCE	: SCE: DDCM:
	SS Days	SP Days Value \$
Revised Contract Time	SS Completion Date 00/00/00 SS Date 00/00/0000	000 or SS Calendar/Work Days 0 or SP Days 0

INDIANA Department of Transportation Construction Change Order and Time Extension Summary

Review and Approval Information		
Required Approval Authority (\$ per Change Order) (Days per Contract)	(- LE \$ 250K-) (- LE \$ 750K	_ SCE:* DDCM:* -) (LE \$ 2 M) (GT \$ 2 M) s) (200 SS Days) (GT 200 SS days)
Verbal Approval Required?	Y / N If Y, by	_Date Issued
Total Change To-Date>5%?	Y / N If Y , Copy to Program	Budget Manager
Scope/Design Recommendation Required?	Y / N If Y, Referred to Projec	t Manager(PM)
	Date to PM	Date Returned
Approval Authority Concurs with PM?	Y / N If Y, Concurrence by	Date
	If N,Resolution: Approved	Disapproved
	Resolved by	Date
LPA Signatures Required?	Y / N If Y, Date to LPA	Date Returned
FHWA Signatures Required?	Y / N If Y, Date to FHWA	Date Returned
* Field Engineer Recommendation (Re	quired for SCE or DDCM App	roval)
Field Engineer		Date
Comments:		
		and the second se

Contract No:R -41895 Change Order No:001 INDIANA Department of Transportation

Contract:		R -41895	5					
Project:		1900402	- State:	190040200LC	5			
Change Or	der Nbr:	001						
Change Or	der Descriptio	on: Structure	42					
Reason Co	ode:	CHANGE	ED CON	D, Constructa	bility Related	ł		
CLN	PCN PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Cha	nge
0163 1900	402 0163	720-45270	EACH	3,208.110	1.000	С	Amount:\$	3,208.11
Item Descrip	tion: PIPE CATC	H BASIN 18 IN						
Supplementa	Description1: St	ructure 42						
Supplementa	Description2:							
0172 1900	402 0172	720-45045	EACH	645.980	-1.000	с	Amount:\$	-645,98
Item Descrip	tion: INLET J10							
Supplementa	Description1:							
Supplementa	Description2:							
						Total Value	for Change Order 00	1 = \$ 2,562.13

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

General or Standard Change Order Explanation

During excavation for STR #42 a private sanitary sewer lateral was discovered in conflict with the proposed location. The structure was shifted to the southwest and changed from a INLET J10 to a PIPE CATCH BASIN 18 IN. The initial Type J box had already been ordered, manufactured and delivered to the site. The City of Bloomington has taken possession of the J box and has transferred it over to contract R-41896 for use. This Change Order will deduct one Type 'J10' box, reimburse the contractor \$645.98 for the material cost of the J box, and add one PIPE CATCH BASIN 18 IN. No changes to contract time is being considered or approved with this Change Order.

Change Order Explanation for Specific Line Item

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

Notification and consent to this change order is hereby acknowledged.

Contractor:____

Signed By:____

Date:_____

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

Contract No:R -41895 Change Order No:001	INDI Department of	Date:06/09/2023 Page: 4				
*******	APPROVED I	FOR LOCAL PUBLIC AGENC				
(SIGNATURE)	(TITLE)		(DATE)			
(SIGNATURE)	(TITLE)		(DATE)			
******		ED FOR CONSIDERATION	****			
PE/S						
******	************	*****	****			
	APPROVED FOR INDIAN	A DEPARTMENT OF TRAN	SPORATION			
Approval Level	Name of Approver	Date	Status			



E&B PAVING, LLC

Date	5/9/2023			
Contract	R-41895-A	Project	17th St Bike & Pedestrain Facilities	
Force Accou	int/Extra Work For	Change Structure 42 (In	let J10) to 18" Pipe Catch Basin	

Employee	Craft	Reg Hrs	Reg Rate	Total Reg	OT Hrs	OT Rate	To	tal OT		Total
	Laborer	3	#######################################	\$ 163.26		\$ 71.26			\$	163.26
	Operator	6	#######################################	\$ 421.08		\$ 90.72			\$	421.08
	Combo (Teamster/Laborer)	3	********	\$ 181.23		\$ 79.89			s	181.23
	Foreman	3	#######################################	\$ 210.54		\$ 70.18			\$	210.54
							\$	-	\$	
							\$	-	\$	-
							\$	-	\$	-
							\$	-	\$	-
		1	I				\$	-	\$	-
							\$	-	S	-

Profit & Overhead Grand Total Labor 195.22 1,171.33 20% \$ \$

See Attached for Labor Rate Breakdown

Supplier	upplier Quantity Units Unit		Unit Price	Haul Price	Freight	Tot	tat
18" RCP	8	lf	\$ 26.32		\$ -		10.56
18" Oval Grate	1	ea	\$ 181.72		\$ -	S 1	81.72
Concrete Class A	1	Cy	\$ 140.00			S 1	40.00
Storm Inlet J	1	ea	645.98				45.98
City of Bloomington to take p	posession of Storm Inlet	J for Struct	ture 42				78.26 41.39
						Grand Total Material \$ 1,3	19.65

Equipment	Reg Hrs	Reg Rat	0								Total
On-Highway Light Duty Trucks	3	\$ 36.7	6					-		5	110.28
Compact Track Loaders	3	\$ 77.6	9							\$	233.07
Skid Steer Loaders	3	\$ 56.0	2							\$	168.06
On-Highway Rear Dumps	3	\$ 42.9	6							\$	128.88
					\$	-	\$	-	\$ -	\$	-
					\$	-	\$		\$	\$	
								quipment		\$	640.29
							D CI 0	Questioned	001		

Profit & Overhead 12% \$ 76.83 Grand Total Equipment 5 717.12

See Attached for Equipment Rates

See Attached for Material Quotes

Company	Reg Hrs	Reg Rate	Total Reg	OT Hrs	OT Rate	Total OT			T	otal
Triaxle Haul		\$ 120.00	\$ -		\$ 140.00				S	-
Lowboy Haul									\$	-
Flatbed Haul							 		1\$	-
							Total Haul		\$	-
							Profit & Overhead	10%	\$	
							 Grand Total Haul		S	-

See Attached for Hauling Rates

Subcontractor	Description	Quantity	Unit Price	Tota	Total Cos	
		ls	\$ -	5	-	
		ls	\$ -	\$	-	
		ls	s -	S	-	

Profit & Overhead 7% Grand Total Subcontractor

See Attached for Subcontractor Quote

Grand Total This Page \$ 3,208.11

\$

Rate effective Apr, 01 2023 -	date Region Present City: undefined, State/Province: Indiana	Organization Indiana DOT	Ownership Adjust 100%	or Operating Adjustment 100%			
Unique Id	Subtype 113465 On-Highway Light Duty Trucks 123254 On-Highway Rear Dumps 563396 Compact Track Loaders 563450 Skid Steer Loaders	Size Class 300 hp & Over 19,501 - 26,000 lbs 2,201 - 2,500 lbs 1,751 - 2,200 lbs	Manufacturer Miscellaneous Miscellaneous Kubota Caterpillar	Model 4X2 1 383 EXT GAS 4X2 6YD DSL SVL75-2 246D3	Year	Serial Number 2023 1FD8X3G67LEE2 2023 1FUBCYDAX5HN 2023 KBCC0752VK1H4 2023 KC600691	187 Axle Configuration: 4X2, Horsepower: 200.0, Maximum Gross 2005 FREIGHTLINER LOW SIDED DUMP TRUCK
Continued	113465 On-Highway Light Duty Trucks 123254 On-Highway Rear Dumps 563396 Compact Track Loaders 563450 Skid Steer Loaders	Ownership Cost \$6.71 \$11.74 \$47.89 \$29.98	Operating Cost \$30.05 \$31.22 \$29.80 \$26.04	Standby Cost \$3.36 \$5.87 \$23.94 \$14.99	Idling \$31 \$35 \$58 \$41	5.52 4/1/2023 3.70 4/1/2023	Region Adjustments State/Province: Indiana, Adjustment: 100.1% State/Province: Indiana, Adjustment: 99.6% State/Province: Indiana, Adjustment: 99.1% State/Province: Indiana, Adjustment: 97.8%
Continued	113465 On-Highway Light Duty Trucks 123254 On-Highway Rear Dumps 563396 Compact Track Loaders 563450 Skid Steer Loaders	Year Adjustments 100% 100% 100% 100%	Ownership Adjustments 100% 100% 100% 100%	Operating Adjustments 100% 100% 100% 100%	FH \$36 \$42 \$77 \$56	2.96 1 7.69 1	Total Cost \$36.76 \$42.96 \$77.69 \$56.02



MAXWELL PIPE

119 N MAIN STREET MAXWELL, IN 46154 Phone: (317)323-6000 www.countymaterials.com



Date: 4/28/2022 Bid Date: 5/5/2022 Time: 12:00 PM F	Project: 05	7-0612-22	R	evision: 0
	Name: Address: te/County:	INDOT CAL	L 201 R-4189	5-A
Quoted By: Steve Smart			Cell:	(317)697-6918
Email: steve.smart@countymaterials.com				
Description	UOM	Qty	Unit Price	Extension
ROUND PIPE #0075 - 12" RCP CL4 - ASTM C76 & C443	LF	1800.00	\$16.18	\$29,124.00
INLETS #0082 - 24" x 24" Storm Inlet Type A2 (Avg - 4.97') #0085 - 24" x 36" Storm Inlet Type M10 (Avg - 3.51') #0084 - 24" x 36" Storm Inlet Type J10 (Avg - 4.04')	EA EA EA	2.00 10.00 6.00	\$662.98 \$594.98 \$645.98	\$1,325.96 \$5,949.80 \$3,875.88
Please note that CMC only found 6 J10 inlets on the plans but the bid list indicated there were 7, price subject to change.				
#0086 - 17" x 30" Storm Inlet Type R13 (Avg - 3.2') #0091 - 30" x 30" Storm Inlet Type F2 (H - 4')	EA EA	2.00 1.00	\$492.99 \$680.00	\$985.98 \$680.00
Please note no invert elevation was given for structure #15, price subject to change.				
#0083 - 30" x 30" Storm Inlet Type E7 (Avg - 5.84')	EA	2.00	\$866.97	\$1,733.94
Storm Inlet Structure Notes:				
Includes: Concrete Structures Only				
Excludes: Castings, Frames, Grates, Grouted Bench wall, Slope, Sump, Lifters, Weir Wall, Orifice Plate, Any Other Items NOT Mentioned Above				
MANHOLES #0090 - 48" DIA STORM MH TYPE C8 (Avg - 6.49') #0089 - 48" DIA STORM MH TYPE E4 (H - 6.48') #0088 - 48" DIA STORM MH TYPE C4 (H - 6.64') #0089 - 84" DIA STORM MH TYPE E4 (H - 6')	EA EA EA EA	6.00 1.00 1.00 1.00	\$995.98 \$996.00 \$1,046.92 \$3,399.00	\$5,975.88 \$996.00 \$1,046.92 \$3,399.00
Please note no invert elevation was given for structure #25, price subject to change.				
Storm Manhole Structure Notes:				
Includes: Steps, Ecc Cone or Flat Top, Profile Joint C-443, Non-Extended Base Pad, Pipe Holes, Standard Mix Design				
Excludes: Parallel Holes, Sump, Poured Bench wall, Poured Flowline, Castings, Frames, Grates, Seals Internal or External, Chimney Seals, Coatings, Liners, Joint Wraps, Kor N Seal Boots, Aloks, Special Additives,				

O-Ring Joint, Weir Wall, Restrictor Plate, Lifters, Any Other Items NOT Mentioned Above

Quote Notes

Quote based on current plans dated 4/20/2022.

Quoted based on INDOT Specs per plans. Price is subject to change based on new plans or specifications.

Minimum Delivery Charge of \$880 may be applied to short loads requested.

When a purchase from CMC is made we require the following before any product can be delivered:

- 1. If tax exempt, CMC requires a tax-exempt cert.
- 2. Field contact and phone number for delivery.
- 3. Exact location address for delivery.
- A PO or signed quote.
- 5. CMC does NOT accept any retainage withheld on any projects.

All precast structure material delivered on flatbed, customer to offload material at jobsite. RCP, 42" dia. and below, will be delivered with self-unloader for local deliveries. Lift gear is not included in price.

RCP orders greater than 36" dia. that are canceled, may incur a 25% cancellation charge.

Subject to all applicable taxes. Please provide the sales tax exempt certificate with your acceptance of this quotation, when applicable. Product will not be shipped if tax exempt certificate is not received for a tax exempt project.

Quantities indicated are estimates only. Customer is responsible for verification of quoted quantities, sizes, classes of material and conformance with applicable specification (s). Unless specifically noted on quotation, pricing excludes joint testing, admixtures, coatings, tie bolts, gaskets, and televised inspection.

Freight: FOB Jobsite for full loads; truck near as possible to jobsite under own power. Contractor to unload.

A minimum drop charge may apply on less than full truckload quantities.

All returns are subject to a 30% restocking charge. Return Freight charges will also be applied. ALL DESIGN/SPECIALTY ITEMS ARE NON RETURNABLE, NON REFUNDABLE, & REQUIRE A SIGNED ORDER OR PURCHASE ORDER.

County Materials Corporation (CMC) does not guarantee the accuracy of shop drawings or information incorporated into shop drawings. CMC requires customer signature on all shop drawings prior to manufacturing. Upon customer approval of shop drawings, CMC is released from all responsibility for shop drawing errors and/or manufacturing corrections as a result of approved shop drawings. Customer is responsible for all expenses caused by shop drawing inaccuracy including, but not limited to, product replacement. Approval of shop drawings conveys acceptance of the terms, conditions and responsibilities noted herein.

By acceptance, the buyer agrees they will purchase ALL items enumerated herein from CMC in such quantities as are required to complete this project.

This bid also is contingent upon successful negotiations of the terms and conditions of the contract for this project, between County Materials Corporation and the General Contractor / Contractor / Subcontractor / Purchaser.

Payment Terms: This bid is subject to establishing an account or acceptable credit with the Company. All invoices are due and payable by the end of the month following the month of purchase. Invoices not paid when due shall accrue interest at the rate of 1-1/2% per month (18% per annum).

Contract: This proposal when signed by Seller and Buyer constitutes a binding contract and is made for acceptance within thirty (30) days from date hereof unless used for bidding purposes, in which case it is for acceptance within thirty (30) days of the awarding of the contract. No other contract will be signed unless this quotation and its terms and conditions are made a part thereof. If this is not a quotation, If Buyer fails to sign, the terms and conditions of this document shall become binding upon Seller's delivery or commencement of delivery. Any additional terms and conditions proposed by Buyer, whether written or verbal, are rejected and shall be of no force or effect unless expressly consented to in writing by the Seller.



TERMS AND CONDITIONS OF QUOTATION/SALES CONTRACT (Pipe/Structure Terms)

1. CONTRACT TERMS: The buyer listed on the face of this Quotation/Sales Contract ("Buyer") acknowledges, understands, and agrees that, by accepting this Quotation/Sales Contract ("Quotation/Sales Contract"), it shall be bound by the terms and conditions set forth herein ("Terms and Conditions"). Buyer further acknowledges, understands, and agrees that said Terms and Conditions shall be enforceable against Buyer by County Materials Corporation and all of its divisions, subsidiaries, affiliates, privies, assigns, associated or affiliated companies, corporations, partnerships, successors, and insurers, including but not limited to Central Processing Corporation and A-1 Transit Corporation ("Seller"). The sole agreement of the parties shall be made up of (1) this Quotation/Sales Contract, (2) Buyer's credit application, if any, and (3) Seller's order confirmation, if any ("Agreement"). This Agreement is the sole agreement under which Buyer shall purchase goods, materials, services, and/or products ("Products") from Seller, and acceptance of any purchase order from Buyer's acceptance of the Agreement. Any different or additional terms or conditions contained in Buyer's acceptance of this Quotation/Sales Contract, whether by purchase order or otherwise, are hereby objected to by Seller and shall have no effect on, and not become part of, the Agreement. Additional terms or changes to the Agreement, and alleged subsequent agreements between the parties, shall not be effective as against the Seller unless signed by an authorized representative of the Seller.

2. CREDIT AND PAYMENT: Buyer agrees to make prompt payment in accordance with the terms hereof, without reference to Buyer's agreement with any other party, and with no right of setoff or retention. If delivery is to be delayed past the delivery date specified in this Agreement, either at the request of Buyer or through no fault of Seller, Buyer shall pay promptly in full for all Products sold hereunder. If Buyer is or becomes insolvent, or is unable to pay its debts as they mature, or files or has filed against it a bankruptcy, insolvency, or similar petition, or if Seller in good faith doubts the ability of the Buyer to pay, Seller may demand cash payment in advance before shipments are made. In the event Buyer fails to make the demanded payment within fifteen (15) days after Seller's demand, Seller may cancel the unperformed portion of the contract, without prejudice to its right to hold Buyer liable for all harm or damages resulting from its failure to pay.

3. INTEREST AND COSTS: Invoices not paid when due shall bear interest at the rate of 1 1/2% per month if not prohibited by law, otherwise at the highest lawful contract rate. Buyer shall be responsible for paying such interest incurred upon demand, together with reasonable costs of collection (including attorneys' fees and expenses) whether or not a lawsuit is commenced.

4. TAXES: Sales, use, excise, or similar taxes arising out of or relating to the sale, delivery, installation, or use of the Products, if any, are not included in the price on the Quotation/Sales Contract except as otherwise specified herein or in a separate written agreement between Buyer and Seller. In the absence of an exemption or resale certificate acceptable to Seller and to the respective taxing authority, all such taxes are the sole responsibility of and shall be paid by Buyer. At any time Seller shall have the right to separately bill Buyer for such taxes which the Seller may have been required to pay and the Buyer shall promptly reimburse the Seller for the entire amount of such taxes.

5. CHANGE ORDERS: Change orders after receipt of Buyer's order may necessitate rescheduling estimated delivery date(s) for Buyer's order. Change orders may result in additional charges for time, labor, and/or materials costs, which shall increase the Buyer's contract price stated in this Quotation/Sales Contract. Buyer understands and acknowledges any change order made by Buyer may delay the delivery date for the Product(s) ordered and Buyer agrees to bear any additional costs arising out of or resulting from any change order made by Buyer, pursuant to the Terms and Conditions herein. Buyer and Seller shall agree on the necessary changes in price and estimated delivery date(s), if any, for any change in scope or additional work before Seller is obligated to proceed with any change requested by Buyer.

6. DELAYS: Buyer shall reimburse Seller for all expenses incurred by Seller which arise out of delays, including, without limitation, delays caused by Buyer, such as failure to timely submit necessary documents, approvals, or information needed by the Seller, the failure to accept delivery on a timely basis, etc. Seller will not be responsible for any delays resulting from a force majeure event, as set out in this Agreement below. Shipments of orders delayed for any reason in whole or in part beyond the control of Seller and beyond one (1) month of the ordered date are subject to an increase based on increased labor and materials costs. Any statements made relating to delivery dates, shipping dates, or production dates are not warranties and do not form part of the basis of the contract. Present lead times are good faith estimates and are not contractual nor are they intended to imply that time is of the essence.

7. DELIVERY TERMS:

(1) All scheduled delivery dates are approximate.

(2) Seller's responsibility for delivery shall cease FOB shipping point or, if Seller agrees to deliver FOB delivery site, at the curbside or street frontage of the address of delivery. If Buyer requires Seller to cross a curb line or enter private property to make delivery on site, Buyer shall be responsible for providing Seller with safe and adequate access to the site, along with a certificate of insurance, and Seller shall not be liable for any damage resulting from delivery of Products on private property or when required to deliver inside a curb line. Seller shall have the right to charge Buyer an additional sum per hour of waiting time due to inaccessibility to the job site or other delay not caused by the Seller.

(3) The driver of the delivery vehicle is empowered to refuse delivery or continue delivery if, in his opinion, the point where the Product is to be delivered is unsafe or is likely to prove dangerous. If the delivery vehicle is required to deliver at any point off a public road, the Buyer will be responsible for any and all damage to vehicles, pipes, manholes, underground utilities or any other property of any sort resulting therefrom and hereby indemnifies the Seller against any and all loss, damage, claims, costs, including legal costs on an indemnity basis or demands which the Seller may incur as a result of such delivery.

(4) Traffic control services shall be provided by the Buyer whenever required for safe delivery, and site access and egress.

(5) In the event that the Buyer requests that any Product be deposited on a street or public highway the Buyer shall be responsible for compliance with any and all city, county, or state regulations and/or permits and for all steps which need to be taken for the protection at all times of persons or property and shall indemnify, defend, and hold harmless the Seller for any and all costs, claims, losses or expenses, including legal costs and fees, which the Seller may incur as a result of such delivery.

(6) Delivery schedules will be mutually agreed upon between Seller and Buyer.

8. FREIGHT ALLOWANCE: When Products are delivered by trucks owned by Seller, any of its affiliates, or by carrier, the purchase price shall increase by an amount equal to the freight allowance. Buyer will pay such increase as part of the purchase price together with any additional costs arising out of delivery.

9. CANCELLATION: In the event the order is cancelled by Buyer prior to delivery, or Buyer otherwise fails to comply with its obligations under the Agreement, Seller shall be entitled to all damages incurred in connection with this order, including without limitation, restocking costs, material procurement costs, administrative costs, lost profits, incidental and consequential damages, and Seller's reasonable attorneys' fees and expenses, if any. 10. BACK CHARGES/DAMAGES. Seller will not permit or accept any back charges for any reason nor will it accept any assessment for damages due to delivery performance unless such charges are authorized in writing by Seller prior to these charges being incurred.

11. PERFORMANCE BONDS: Seller will not pay for, nor allow deductions for, performance bonds.

12. NOTICE OF BID ACCEPTANCE. To assure prompt delivery of the request Product, Buyer must inform Seller of bid acceptance as early as possible along with all pertinent data (taxable authorities, purchase order numbers, etc.) in order to provide Seller with sufficient time to provide the Product ordered by Buyer at the time requested by Buyer.

13. DESIGN OF PRODUCTS: If Buyer is purchasing stock Products from Seller, Seller bears responsibility for designing Products in compliance with the applicable ASTM standard(s) and as described in Seller's sales material. If Buyer is purchasing non-stock Products that must meet certain specifications, then Buyer must provide Seller with specifications sufficient to permit Seller to draft production drawings for the Products in compliance with those specifications; furthermore, Seller has no responsibility for the design or creation of the Product specifications provided by the Buyer and is only responsible for drafting production drawings based on the specifications provided. Buyer understands that that harmful cracking or other damage may occur if the Product specifications are not properly designed.

14. INSTALLATION OF PRODUCTS: Unless otherwise agreed to by Seller as part of the Agreement, Seller shall have no responsibility for the installation, unloading, or maintenance of the Products, it being understood that the Seller's sole responsibility is described on the face hereof, and that harmful cracking or other damage may occur if the Products are not properly installed, unloaded, or maintained.

15. ADVICE: Any installation advice provided verbally or outlined in technical literature provided by Seller and/or its affiliates, including County Materials Corp., is intended as a guide for informational purposes only and are not intended to replace sound engineering practice and judgment and should not be relied upon for that purpose.

16. INSPECTION AND TESTING: All requests for inspections or tests not regularly conducted by the Seller are for the Buyer's account, and must be made by separate agreement as to the nature, extent of, and charges for such inspections or tests.

17. INSPECTION AND REJECTION OF NON-CONFORMING PRODUCTS: (a) Buyer shall inspect all Products within 48 hours of receipt (the "Inspection Period"). Buyer will be deemed to have accepted the Products unless it notifies Seller in writing of any non-conforming Products during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. At Seller's request and option, Buyer must provide Seller an opportunity to examine the alleged nonconforming Products without delay or a sample of the alleged non-conforming Products. The Products are in conformity if they do not deviate from the agreed specification at the time of passage of title and risk. (b) If Buyer timely notifies Seller of any non-conforming Products, Seller shall, in its sole discretion, either (i) provide conforming Products to replace any such non-conforming Products, or (ii) repair or remediate the non-conformity, or (iii) credit or refund the purchase price for such non-conforming Products, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the non-conforming Products to the location specified by Seller. If Seller exercises its option to provide replacement conforming Products, Seller shall ship conforming Products to Buyer at Buyer's expense and risk of loss after receiving Buyer's shipment of all non-conforming Products. (c) Buyer acknowledges and agrees that the remedies set forth in subsection (b) above are Buyer's exclusive remedies for the delivery of non-conforming Products.

18. LIMITATION OF LIABILITY: SELLER'S LIABILITY ON ANY CLAIM SHALL NOT EXCEED THE AMOUNT INVOICED FOR THE PRODUCTS ACTUALLY RECEIVED BY BUYER for any loss or damage arising out of the supplying of any Product to Buyer, or the sale, operation, or use of the Product, whether such claim is based in contract, warranty, tort (including negligence) or other grounds, with regard to which such claim for loss or damage is made. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, LIQUIDATED, PUNITIVE, OR EXEMPLARY DAMAGES, which could include, but is not limited to, loss of profits or revenue, loss of use of the Product or any associated product, cost of capital, cost of substitute products, cost of facilities or services, downtime costs, or claims by Buyer's customers for such damages, whether such damages arise as a result of breach of contract or warranty, a tort claim (including negligence), or on other grounds. THIS LIMITATION OF LIABILITY AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS LIMITED WARRANTY SET FORTH BELOW FAILS OF ITS ESSENTIAL PURPOSE. The above limitations do not include damages related to personal injury.

EXCLUSIVE LIMITED WARRANTY: Seller warrants that stock Product, to the extent it is manufactured by Seller, shall be free from manufacturing defects in materials and workmanship and meet solely the description and specifications set forth in Section 13 above and conform to (subject to reasonable variance in accordance with normal industry practice) the applicable ASTM standard(s) for a period of thirty (30) days from delivery thereof, and all other warranties are expressly disclaimed as described in the capitalized sentence below. Seller may, in its sole discretion, also rely on any generally accepted industry standards. Seller retains the right, however, to change the dimensions, composition, design, performance, color, and appearance of the Product without liability if, in Seller's judgment, the change is non-material. Seller warrants that non-stock Product manufactured by Seller meet only those specifications and standards provided by Buyer for a period of thirty (30) days from delivery, all other warranties are expressly disclaimed as described in the capitalized sentence below, and Buyer understands that that harmful cracking or other damage may occur if the Product specifications are not properly designed. Seller does not warranty any portion of Product not manufactured by Seller but Seller shall assign to Buyer, upon request, all assignable warranties of Seller's suppliers related to such Product. Acceptance by Buyer of the Product constitutes confirmation that the Product meets the description set forth above. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WRITTEN OR ORAL WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER EXPRESS OR IMPLIED BY LAW, INCLUDING THE UNIFORM COMMERCIAL CODE AS ENACTED IN THE STATE OF WISCONSIN OR ELSEWHERE. This limited warranty only applies if the Product has not been subjected to misuse, negligence, or accident and have not been installed, maintained, altered, or repaired in any manner that, in Seller'

EXCLUSIVE REMEDY: For any loss or damage arising out of supplying Product to Buyer, or the sale, operation, or use of the Product-whether such claim is based in contract, warranty, tort (including negligence) or other grounds- BUYER'S EXCLUSIVE REMEDY IS LIMITED, at Seller's sole discretion, to either: (1) refund by Seller of the purchase price for any non-conforming Product sold hereunder; or (2) the repair of non-conforming Product or replacement of any non-conforming Product with new Product in its unfinished state. UNDER THIS EXCLUSIVE REMEDY, BUYER SHALL NOT RECOVER ANY OTHER COSTS FROM SELLER, including but not limited to costs for: return of non-conforming Product, delivery of replacement Product, removal of non-conforming Product, reinstallation of replacement Product (or products purchased to replace any non-conforming Product), and/or any labor charges incurred related to the Product. NO OTHER REMEDY SHALL BE AVAILABLE TO BUYER. ANY CLAIM FOR INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES for lost profits, lost sales, injury to property, or any other incidental or consequential loss IS THEREFORE BARRED PURSUANT TO THE TERMS OF THIS EXCLUSIVE REMEDY. Seller will not be liable for any failure of Product to conform to the Exclusive Limited Warranty above caused by installation or maintenance of the Product, or use of other products/materials in conjunction with the Product that negatively impacts the Product or otherwise do not conform with industry standards. The above limitations do not include damages related to personal injury.

19. CLAIMS: BUYER'S EXCLUSIVE PROCEDURE FOR COMMENCING CLAIMS against Seller after acceptance of the Product shall be as follows: Notice of claims against Seller for breach of warranty or for any other alleged non-conformity of the Product MUST BE GIVEN TO SELLER PROMPTLY UPON

DISCOVERY AND MUST BE SUPPORTED IN WRITING WITHIN SEVEN (7) CALENDAR DAYS AFTER DISCOVERY of the alleged breach or nonconformance to afford Seller an opportunity to investigate such claims promptly and mitigate any potential damages. Failure of Buyer to give such notice SHALL CONSTITUTE A WAIVER BY BUYER of their right to later make such a claim and Buyer shall be barred from the exclusive remedy permitted herein,

20. FAILURE BY SELLER: If at any time prior to delivery, Seller materially fails to fulfill its obligations hereunder or abandons production of the Products without cause, and such failure or abandonment is not corrected or commenced to be corrected within seven (7) days of written notice from Buyer (except for matters which by their nature cannot be corrected within said seven (7) days, in which case it shall be sufficient that Seller commenced to remedy such failure within said period and thereafter diligently proceeds), Buyer may elect to terminate Buyer's continuing obligations under this Agreement. If Buyer elects to terminate the Buyer's obligations hereunder, Buyer shall be entitled to the return of all deposit money paid to Seller in connection with this Agreement. TERMINATION OF THE AGREEMENT AND RETURN OF DEPOSIT MONEY ARE THE BUYER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A FAILURE TO COMPLY OR ABANDONMENT BY SELLER.

21. TITLE AND RISK OF LOSS: For Products delivered by common carrier, Buyer accepts the risk of loss, shortage, destruction, or damage upon delivery of the Products by Seller to the common carrier, and Buyer's sole remedy shall be against the common carrier for any loss, shortage, destruction, or damage to the Products resulting from shipment. For Product delivered by Seller or any of its affiliates, title and all risks of loss, shortage, destruction, delay, etc. with respect to Product shall not pass to Buyer until delivery at the point described on the face of this Quotation/Contract or at such other point as may be designated by Buyer. All claims for loss, shortage, damage, destruction, delay, etc. to the Product delivered shall be made at the time such Product is delivered, and no such claim shall be allowed unless a notation of the loss, shortage, damage, destruction, delay, etc. is made on the delivery receipt for the products to which such claim shall be allowed unless a notation of the loss, shortage, damage, destruction, delay, etc. is made on the delivery receipt for the products to which such claim applies. In no event shall Buyer's rights against Seller for loss, shortage, damage, destruction, delay, etc. exceed Buyer's rights of breach of warranty as set forth above. Buyer shall bay Seller for all expenses incurred in the production and delivery of the Product regardless of delays or Seller's inability to deliver said Product due to circumstances beyond its control. Seller shall retain any and all necessary lien rights allowable for payment on the Product subject to this Agreement until the purchase price plus any additional interest has been paid. Buyer hereby grants Seller a first priority security interest in all products until such time as Seller is paid in full all amounts due and owing under this Agreement.

22. RETURNS: No Products shall be returned to the Seller without its prior written approval of such return and of the terms and conditions relating thereto. Further, Buyer shall return the Products in good and saleable condition and shall pay any costs or charges arising out of such return, including shipping costs and a restocking charge equal to thirty percent (30%) of the purchase price of the returned Products. Non-stock Products (i.e., custom-manufactured Products) are non-returnable.

23. INDEMNITY: Buyer shall defend, indemnify, and hold Seller harmless from any and all third-party losses, damages, claims, penalties, liabilities, and expenses, including reasonable attorneys' fees and expenses of whatever nature and however arising or incurred (including but not limited to Seller's reasonable attorneys' fees and expenses in defending any third-party claims), which arise from Buyer's negligence or from Buyer's improper use (including use of the Product beyond its useful life), installation, possession, operation, maintenance, storage, or handling of the Products and which give rise to any claim against the Seller by the Buyer or a third party.

24. FORCE MAJEURE. Seller shall not be considered in default in the performance of its obligations hereunder if such performance is prevented or delayed, in whole or in part, because of an act of God, shortages or lack of availability of raw materials, vendor or supplier performance, failure of suppliers or subcontracts to satisfactorily meet scheduled deliveries, equipment or facility failures, war, blockade, embargo, hostilities, revolution, terrorism, riots, civil commotion or insurrection, strike or lockout, labor dispute or other labor disturbance, slowdowns, epidemic or prevalent disease or illness with an actual or probable threat to human life, quarantine/travel restriction, fire, wind, earthquake or flood, theft or vandalism, severe weather, traffic delays, delays of third parties, government shutdown, or because of any law, order, proclamation, regulation or ordinance of any government, or for any other cause, whether similar or dissimilar to those enumerated, beyond the reasonable control of Seller.

25. ACTIONS: No action for the enforcement of the remedies set forth herein shall be commenced more than one year after the cause of action accrued for the enforcement of such remedies.

26. VENUE AND CHOICE OF LAW: Any action arising out of or related to the transactions contemplated by this Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin, without regard to conflict of laws provisions wherever contained. The parties agree that any litigation shall be conducted exclusively in the Circuit Court for Marathon County without a jury, and the parties hereby consent to such jurisdiction and waive any personal jurisdiction or venue objections (including forum non conveniens) to such forum.

27. SEVERABILITY AND WAIVER: If any section or part of a section hereof is found to be unenforceable, then the remainder shall continue in full force and effect as if the unenforceable section or part thereof did not exist. Any delay or failure in the exercise of a right by Seller shall not be deemed a waiver thereof, and any agreement (express or implied) in an earlier instance not to exercise a right shall not be deemed a waiver in any subsequent instance.

28. CLERICAL ERRORS: Seller reserves the right to correct clerical errors or similar errors relating to price or any other terms shown in this Quotation/Sales Contract.

29. SIGNATURE: Either party may evidence execution of this Quotation/Sales Contract by facsimile or copy signature. Such signature shall be binding on said party and shall have the same force and effect as an original signature. This Quotation/Sales Contract further may be signed in counterparts, each of which shall be part of this Agreement.

30. CAUTION: Freshly mixed concrete or mortar may cause skin irritation or chemical burns. Avoid direct contact where possible and wash exposed skin areas promptly with water. Sawing or grinding of concrete products may result in the release of dust particles which could cause minor eye or nose irritation if proper protective equipment is not in place. The use of a NIOSH approved respirator and tight fitting goggles is recommended when sawing or grinding concrete products.

REV: 01/06/22



JOB SPECIFIC CONCRETE QUOTATION

Date: May 03, 2022

Customer: E&B PAVING BLOOMINGTON Attention: KEITH SPENNER KEITH.SPENNER@EBPAVING.COM

Project: R-41895-A MONROE CO. 17TH ST BIKE & PEDESTRIAN Location: 17TH STREET & KINSER PIKE, Bloomington, IN 47404 Total Yards: 1400

Quote Number: MQ0065696_

Bid Date: May 05, 2022 Quote Expiration Date: Jun 05, 2022

Mix #	Concrete Description	Gross Price/CY	*Discount	Net Price/CY
9001IN	CLASS A STONE ASH	\$143.00	\$3.00/CY	\$140.00
9000IN	CLASS A STONE	\$143.00	\$3.00/CY	\$140.00
9080IN	CLASS C STONE	\$149.00	\$3.00/CY	\$146.00
9155IN	INDOT KEY WAY GROUT 723.11	\$167.00	\$3.00/CY	\$164.00
9136IN	FLOWABLE FILL REMOVABLE TYPE 4-1	\$110.50	\$3.00/CY	\$107.50
9138IN	FLOWABLE FILL NON-REMOVABLE TYPE 5-1	\$115.50	\$3.00/CY	\$112,50

Notes:

Thank you for the opportunity to bid on this project.

PRICING SUBJECT TO CHANGE PER SPECIFICATIONS AND DRAWINGS.

imi NOW PROVIDES E-TICKETS ON ALL READY MIX ORDERS

Delivery is subject to availability of cement and fly ash. Mixes will be priced as quoted. If straight cement mixes are not quoted, add \$5.00 to performance price.

Please add \$6 per cubic yard effective Aug 01, 2023.

Proper truck washout area must be provided on site.

Concrete and aggregate testing outlined in job specifications can be provided by imi at the expense of the contractor (if applicable).

Additional Charges	
Holldays and Sundays	TBD
Environmental Fee, per load	\$20.00
1% Calcium Chloride	\$3.50
Additional Bag of Type I Cement, add/cy	\$6.50
Excess unloading over 60 minutes charged per hour	\$90.00
High Range Water Reducer, add/cy	\$7.50
Ice, per lb	\$0.60
Late Delivery, After 5:00 PM, per load	\$75.00
Low Chloride Accelerator, Per Dose	\$4.50
Mid-Range Water Reducer, add/cy	\$5.00
Non-Chloride Accelerator, per dose	\$5.50
Reinforcing Fiber, add/cy	\$7.00
Retarding Admixture, additional doses	\$2.00
Retarding Admixture, first dose	\$3.50
Saturday Delivery, per load	\$50.00
Small Load Charge Under 4 yards	\$250.00
Type III Replacement, when available add/cy	\$6,00
Winter Service (Nov 1 - March 31), add /CY	\$5.00

*Terms: Accounts paid by the 10th of the following month after date of delivery The above prices do not reflect Indiana state sales tax.

Quoted By: Rodney Haag rodney.haag@irvmat.com 812-881-7526

Accepted By:___

Date:____

Corporate Office - 8032 N. State Road 9 - Greenfield, IN 46140 - Phone 317.326.3101 - Fax 317.326.3105



INVOICE



Shipped		Invoid	Invoice Date		Invoice #		
04/26/2023			5/2023	3886617-00			
Warehouse	Take	n By	PO	#	Page #		
57	HH	HA 35220		0516	1 of 1		

- Cust: 150002
- Ship To INDOT R-41895-A MONROE CO. *0612-22* CHRIS 812-592-9014 NEAR 930 W 17TH ST, PO#: 35220516 BO#: 3866124 BLOOMINGTON, IN 47404
- Bill To: E & B PAVING INC PO BOX 2428 CLARKSVILLE, IN 47131

	Product And Description	Quantity Shipped	Qty UM	Unit Price	Amount (Net)
1	7218380EP	8.00	LFT	26.320	210.56
2	18" RCP C3 8' EP 720218EP GASKET 18" EP	1.00	EA	-000	.00
3	7848161N MH RISER 48" X 16	1,00	ĖA	265.000	265.00
4	7848321N MH RISER 48" X 32	1.00	EA	600.000	600.00
5	7AR2406IN ADJ RING 24" X 6" CONC	2.00	EA	130.000	260.00
6	7AR2404IN ADJ RING 24" X 4" CONC	2.00	EA	110.000	.220.00
.00	Lines Total	Quantity Shipped Total 15.00		Sub Total Invoice Total	1,555.56 1,555.56



LOCATION: INDYWW WAREHOUSE: 1934 6439 EAST 30TH STREET INDIANAPOLIS, IN 46219-0000

> Phone:317-546-2013 Fax:317-546-2318

W Allen St Greenway - Bloomington, IN

Job Location:	BLOOMINGTON, IN
Bid Date:	11/21/2022
Bid Time:	12:00PM
Estimate Number:	BMAT20220400005368
Addendum:	

1

Job Notes:

UNTIL FURTHER NOTICE... DUE TO CURRENT NATIONAL AND GLOBAL SUPPLY CHAIN ISSUES, MATERIAL PRICING IS BASED SOLELY ON AVAILABILITY. PRICING IS SUBJECT TO CHANGE AND BASED ON THE CURRENT PRICE AT TIME OF SHIPMENT. MATERIAL PRICES ARE PROVIDED ONLY AS AN ESTIMATE, AND AVAILABILITY IS NOT GUARANTEED.

MATERIAL QUOTATION IS BASED ON ESTIMATED QUANTITIES AND AVAILABLE PROJECT RELATED INFORMATION AND IS NOT GUARANTEED. PURCHASER IS RESPONSIBLE FOR DETERMINING FINAL QUANTITIES PRIOR TO SHIPMENT.

SURCHARGES... EFFECTIVE IMMEDIATELY ALL DUCTILE IRON PIPE PROUCT SHIPPING FROM ANY FERGUSON WATERWORKS LOCATION OR DIRECT FROM THE MANUFACTURE WILL INCUR A SCRAP SURCHARGE TO COVER NATIONAL AND GLOBAL INCREASED SCRAP COST. WHILE WE HOPE THIS IS A SHORT-LIVED MARKET CONDITION, WE HAVE TO PREPARE FOR THE LIKELY REALITY THAT THIS PERSISTS UNTIL THE UKRAINIAN CONFLICT HAS COME TO A RESOLUTION, GLOBAL SANCTIONS ON THAT REGION OF THE WORLD ARE LIFTED, OR SOME OTHER MARKET MECHANISM HELPS COMPENSATE FOR THE INCREASE IN DEMAND.

FERGUSON WATERWORKS WILL MAKE EVERY REASONABLE EFFORT TO MEET REQUESTED SHIPPING DATES BUT CANNOT BE HELD FINANCIALLY RESPONSIBLE FOR DELAYS IN SHIPPING DUE TO FORCE MAJEURE, ACTS OF GOD OR ANY OTHER CAUSES OUSIDE THE CONTROL OF THE COMPANY.

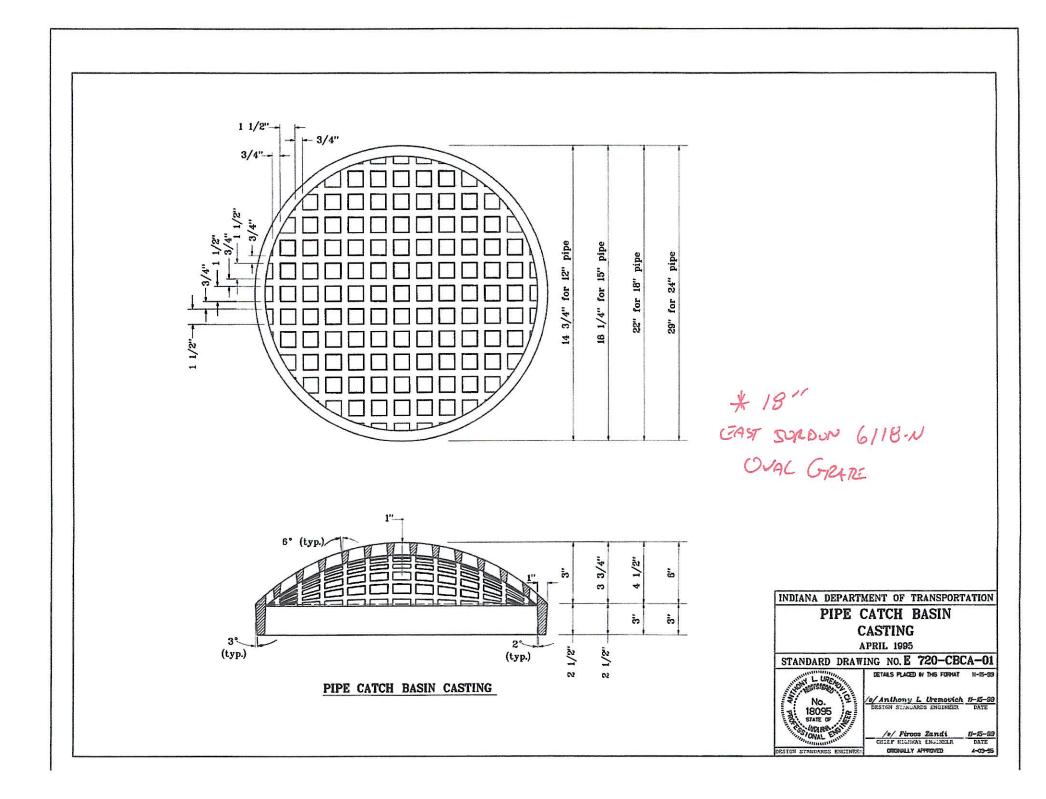
RETURNED MATERIALS SUBJECT TO A 25% RESTOCKING FEE AND RETURN FREIGHT CHARGES. ALL RETURNED MATERIALS REQUIRE RETURN MATERIALS AUTHORIZATION AND MUST BE IN CLEAN AND RESELLABLE CONDITION.

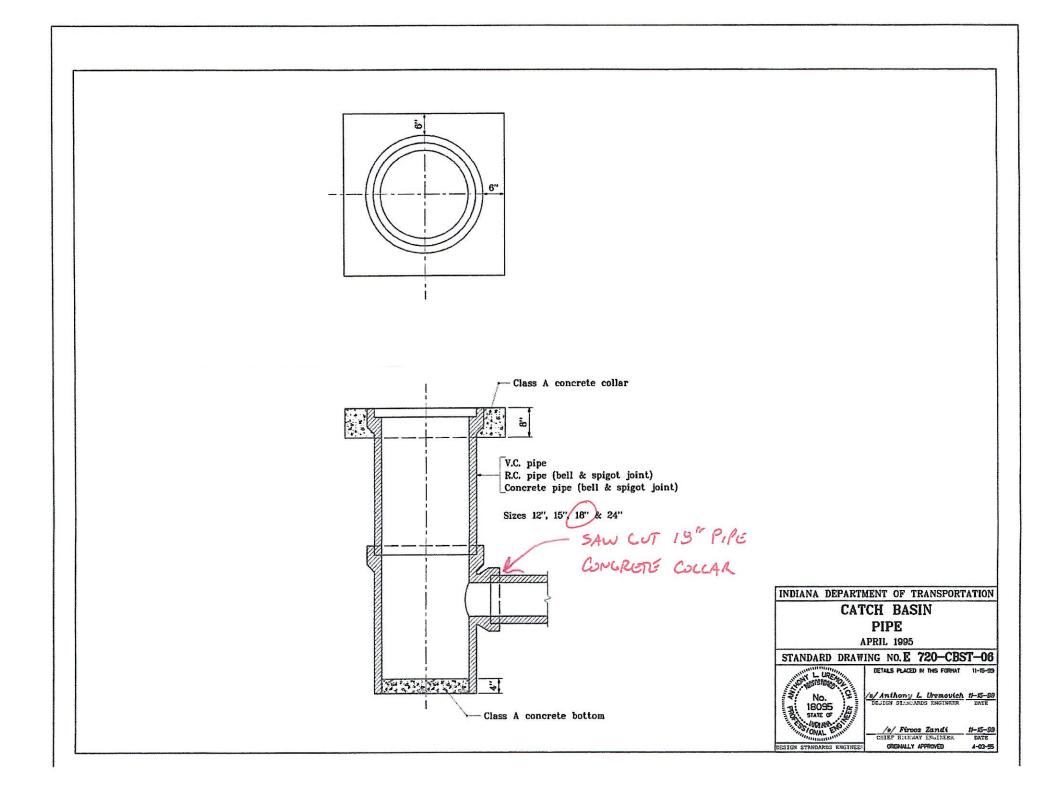
ALL MATERIALS SOLD TO BUYER IN STANDARD MANUFACTURES LENGTHS AND PACKAGING. IF SPECIAL PROJECT SPECIFIC LENGHTS OR PACKAGING IS REQUIRED, PRIOR APPROVAL BY SELLER IS REQUIRED BEFORE MATERIAL SHIPMENT AND IS CONSIDERED NON-RETURNABLE.

FERGUSON W Allen St Greenway - Bloomington, IN WATERWORKS

nents LAST Detector WARNING PLT ITEM#: 13 (DETECTA EM#: 24 (PIPE, TYPE 4, CIRCUI nents	Bid Price \$147.86 ABLE WARNING SURFACE): LAR, 6")	Ext Price \$739.30 <u>\$739.30</u>
ITEM#: 13 (DETECT/ EM#: 24 (PIPE, TYPE 4, CIRCUL	ABLE WARNING SURFACE):	
EM#: 24 (PIPE, TYPE 4, CIRCUL		<u>\$739.30</u>
	_AR, 6")	
nents	40 GT	
	Bid Price	Ext Price
ated HDPE Pipe	\$4.50	\$180.00
ITEM#: 24 (PI	PE, TYPE 4, CIRCULAR, 6"):	\$180.00
ITEM#: 26 (PIPE CATCH BASIN	l, 18")	
nents	Bid Price	Ext Price
N	\$181.72	\$181.72
ITEM#: 2	6 (PIPE CATCH BASIN, 18"):	<u>\$181.72</u>
ITEM#: 27 (DEBRIS SCREE	N)	
nents	Bid Price	Ext Price
URRET	\$2,307.00	\$4,614.00
П	EM#: 27 (DEBRIS SCREEN):	<u>\$4,614.00</u>
	Net Total:	\$5,715.02
	Та	x Excluded
	Grand Total:	\$5,715.02
		Та

Job Terms:





Change Order No.: 002

Page: 1

INDIANA Department of Transportation Construction Change Order and Time Extension Summary

Contract Information	Contract No.: R -41895	Letting Date:05/05/2022	
District:SEYMOUR DISTRICT	AE:Wren, Rachel	PE/S:Havens, Trevor	Status:Draft
Change Order Information	Change Order No.: 002	EWA: Y or Force Acct: N	
Date Generated: 05/21/2023	Date Approved: 00/00/0000		
Reason Code: ERRORS & OMISSION	S, Design/Plan Related		
Description: Top Soil			
Original Contract Amount	\$ 3,083,517.00		
Current Change Order Amount	\$ 0.00	Percent: 0.000 %	
Total Previous Approved Changes	\$ 0.00	Percent: 0.000 %	
Total Change To-Date	\$ 0.00	Percent: 0.000 %	
Modified Contract Amount	\$ 3,083,517.00		
Time Extension Information			
Date Initiated 00/00/0000	Date Completed 00/00/0000		
Original Contract Time		000 or SS Calendar/Work Day or SP Days , SP = Special Provision)	/s 0
Time Element Description:			
Current Time Extension	SS Days 0 SP Days 0	SP Days Value \$ 0.00	
Previous Time Approved	SS Days by AE: DCE	: SCE: DDCM:	
	SS Days	SP Days Value \$	
Revised Contract Time	SS Completion Date 00/00/00 SS Date 00/00/0000	000 or SS Calendar/Work Day or SP Days 0	/s 0

Page: 2

INDIANA Department of Transportation Construction Change Order and Time Extension Summary

Review and Approval Information		
Required Approval Authority (\$ per Change Order) (Days per Contract)	(- LE \$ 250K-) (- LE \$ 750K ·	_ SCE:* DDCM:* -) (LE \$ 2 M) (GT \$ 2 M) s) (200 SS Days) (GT 200 SS days)
Verbal Approval Required?	Y / N If Y, by	_ Date Issued
Total Change To-Date>5%?	Y / N If Y , Copy to Program	Budget Manager
Scope/Design Recommendation Required?	Y / N If Y, Referred to Projec	ot Manager(PM)
	Date to PM	Date Returned
Approval Authority Concurs with PM?	Y / N If Y, Concurrence by	Date
	If N,Resolution: Approved	Disapproved
	Resolved by	Date
LPA Signatures Required?	Y / N If Y, Date to LPA	Date Returned
FHWA Signatures Required?	Y / N If Y, Date to FHWA	Date Returned
* Field Engineer Recommendation (Re	quired for SCE or DDCM App	proval)
Field Engineer		Date
Comments:		
	An and the second second second second second	

Contract No:R -41895			IANA		Da	Date:06/09/2023		
Change Order No:002	D	epartment o	f Transport	ation		Page: 3		
Contract: Project: Change Order Nbr: Change Order Description: Reason Code:	R -41895 1900402 - State 002 Top Soil ERRORS & OM			ated				
	ltem Code Unit	Unit Price	CO Qty	Comment	Amount Cha	ange		
0162 1900402 0162 62 Item Description: TOPSOIL Supplemental Description1: Topsoi Supplemental Description2:	1-06570 CYS	85.530	400.000	C	Amount:\$	34,212.00		
				Total Value fo	r Change Order 002	2 = \$ 34,212.00		
Whereas, the Standard Specifica General or Standard Change Order This contract requires SOD to be us unstable for planting. Topsoil is req planted on unsuitable soils. No cha SPECIFICATIONS 621.03 Prepara	r Explanation sed in areas that are uired to support grov nges in contract time	being converted fr vth in the areas to l is being considere	om asphalt pave	ement to yards. Curr	ent fill is subgrade r	naterial and is		
Change Order Explanation for Sp	pecific Line Item							

It is the intent of the parties that this			pensation for th	e work describe abo	ve.			
Notification and consent to this cha	nge order is hereby	acknowledged.						
Contractor:	- 10 - 10 - 10 - 10 - 10 - 10 - 10 - 10		Signe	d By:				
Date:								
*******	*****	******	******	******				

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

Contract No:R -41895 Change Order No:002	INDI Department of	ANA Transportation	Date:06/09/2023 Page: 4	
*********	APPROVED F	OR LOCAL PUBLIC AGE		
(SIGNATURE)	(TITLE)		(DATE)	
(SIGNATURE)	(TITLE)		(DATE)	
********	SUBMITTE	ED FOR CONSIDERATIC	·**************	
PE/S				

Approval Level	Name of Approver	Date	Status	

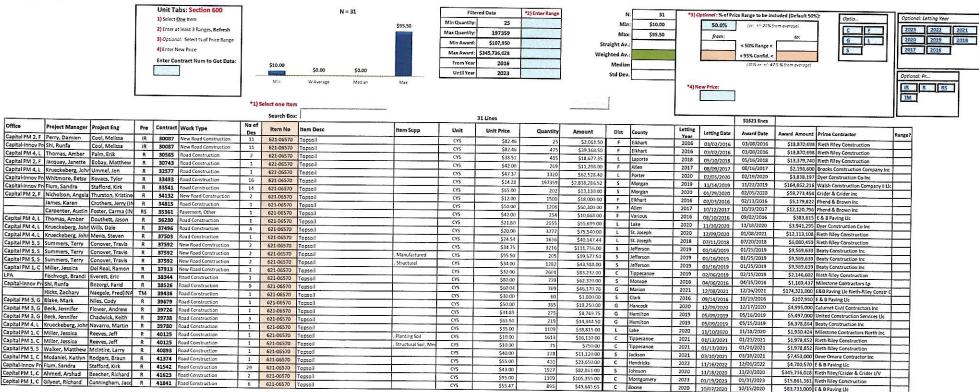
INDDT UNIT PRICE SUMMARY

INDOT 2022 Unit Price Summary

Updated: 3/20/2023

ted Average	prices for all pa	y items bid on A	warded Contracts*					opuateu.	5/20/2023
YEAR	SECTION	ITEM	DESCRIPTION	UNIT	LOW PRICE	HIGH PRICE	WGTAVG	NO ITEMS	TOTAL
2022	621	621-06570	TOPSOIL	CYS	\$14.25	\$1,540.63	\$82.20	19.386.60	\$1,593,641,26
2022	809	809-09343	ITS	EACH	\$81.80	\$54,926.00	\$2,872.39	612.00	\$1,757,900.40
2022	809	809-11707	ITS FIELD SWITCH	EACH	\$260.00	\$2,380.00	\$1,673.33	6.00	\$10,040.00
2022	809	809-12470	ATR STATION, 5 LANE	EACH	\$100,000.00	\$200,000.00	\$140,000.00	10.00	\$1,400,000.00
2022	809	809-94971	FIBER OPTIC CABLE	LFT	\$3.50	\$11.00	\$5.12	125,237.00	\$641,211.29

BIDTABS





E&B PAVING, LLC

Date	4/19/2023		
Contract	R-41895-A		Project
Force Accoun	VExtra Work For	Topsoil	

17th St Bike & Pedestrain Facilities

Employee	Craft		Reg Hrs	Reg Rate	T	Total Reg	OT Hrs	7	OT Rate	Total	OT			
	Laborer		48	####### #		and the second second second		\$	71.26	1012	01			Total
	Operator		48	######## #	-	and the second se		\$	90.72	t			\$	
	Combo		T		Ť			1*	50.12				-	3,368.
		r/Laborer)	24	######## #	\$	1,449.84		\$	79.89					1.449.
	Foreman		24	#######################################	-			\$	70.18	1			5	
										S			\$	
								1		\$			5	and the second se
										\$			s	
								1		\$	-		s	
										\$			s	
				L						\$	-		s	-
										Tot	al Labor		\$	9,114.9
	•							-		Profit & O		20%	\$	
										Grand Tol	al Labor		\$	10,937.9
								See A	ttached for Labo	r Rate Brea	kdown			
laterials 109.05 (c)		1		Haul	,						indown			
upplier	Quantity	Units	Unit Price	Price		Freight		1					T	
opsoil		cy	\$ 25.00		\$	-	*****							Total
		1	\$ -		\$			1						10,000.0
			s -		Ť			<u> </u>					\$	·····
			. .		-								\$	
		Langer and the second s						1		L			\$	-
ulpment 109.05 (d)								See Al	tached for Mate	rial Quotes				
Equipment	Reg Hrs	Reg Rate									T		Т	
n-Highway Light Duty Trucks	24	\$ 36.76												Total
ompact Track Loaders	24	\$ 77.69											\$	882.2
kid Steer Loaders	24	\$ 56.02											\$	1.864.5
n-Highway Rear Dumps	24	\$ 42.96				1							\$	1.344.4
								\$	-	\$		\$ -	5	1,031.0
						and the second second							-	-
							****	\$	-	\$		\$ -	15	
								\$	•		-	<u>\$</u> -	<u>\$</u>	5.122.3
								\$		\$ Total Equip Profit & Ov	-	<u>\$ -</u> 12%	<u>\$</u> \$ \$	5,122.3 614.6
	_						****	\$		Total Equip Profit & Ov	- oment verhead	•••••••••••••••••••••••••••••••••••••••	\$ \$	614.6
									Gran	Total Equip Profit & Ov Id Total Equ	- prment verhead Ipment	•••••••••••••••••••••••••••••••••••••••	\$ \$	
		[****							Total Equip Profit & Ov Id Total Equ	- prment verhead Ipment	•••••••••••••••••••••••••••••••••••••••	\$ \$	614.6
									Gran	Total Equip Profit & Ov Id Total Equ	- prment verhead Ipment	•••••••••••••••••••••••••••••••••••••••	\$ \$	614.6
<u>ul 109.05</u> mpany	Reg Hrs	Reg Rate	Tatal Rog	OT Hrs		OT Rate	Total OT		Gran	Total Equip Profit & Ov Id Total Equ	- prment verhead Ipment	•••••••••••••••••••••••••••••••••••••••	\$ \$	614.6 5,737.0
sul 109.05 ompany Jaxle Haul		Reg Rate \$ 120.00	Total Rog \$5,760.00	OT Hrs	\$	OT Rate 140.00	Total OT		Gran	Total Equip Profit & Ov Id Total Equ	- prment verhead Ipment	•••••••••••••••••••••••••••••••••••••••	\$ \$	614.6
aul 109.05 ompany iaxle Haul webg Haul		Reg Rate \$ 120.00	Total Reg \$5,760.00	OT Hrs	\$		Total OT		Gran	Total Equip Profit & Ov Id Total Equ	- prment verhead Ipment	•••••••••••••••••••••••••••••••••••••••	\$ \$ \$ \$	614.64 5,737.00 Total 5,760.00
aul 109.05 ompany iaxle Haul		Reg Rate \$ 120.00	Total Rog \$5,760.00	OT Hrs	\$		Total OT		Gran	Total Equi; Profit & Ov d Total Equ ipment Rate	- prment verhead Ipment	•••••••••••••••••••••••••••••••••••••••	\$ \$ \$ \$ \$	614.64 5,737.00 Total 5,760.00
aul 109.05 ompany iaxle Haul wwboy Haul		Reg Rate \$ 120.00	Total Rog \$5,760.00	OT Hrs	\$		Total OT		Gran	Total Equip Profit & Ov d Total Equipment Rate	- prment /erhead lpment s	•••••••••••••••••••••••••••••••••••••••	\$ \$ \$ \$	614.6 5,737.0 Total 5,760.00
aul 109.05 ompany iaxle Haul wwboy Haul		Reg Rate \$ 120.00	Total Reg \$5,760.00	OT Hrs	\$		Total OT		Gran	Total Equi; Profit & Ov d Total Equ ipment Rate	- poment /erhead lpment s	12%	\$ \$ \$ \$ \$ \$ \$	614.64 5,737.00 Total 5,760.00

Subcontractor	Description	Quantity	Unit Price			Tota	I Cost
		ls	\$ -			s	1.
		is	\$-			s	-
		ls	5 -			s	
				Total Subcontractor Profit & Overhead	7%		
				Grand Total Subcontractor		S	

Grand Total Subcontractor \$

See Attached for Subcontractor Quote

Grand Total This Page \$ 34,210.95

Topsoil unit price on 400 cy \$85.53

EXHIBIT C

FACILITIES AND MATERIALS PURCHASING U.S.A. LABOR HOURLY RATE COMPUTATION

GEOG	RAPHIC/LOCAL AREA/PROJECT	All countie	es except Lake, LaPorte, Newton & Porter				
CRAFT	DESCRIPTION	Indiana La	borers				
PERIO	D	April 1, 20	23 - March 31, 20	24			
NATIO	NAL MAINTENANCE AGREEMENT?	YES	NO				
			STRAIGHT	TIME AND	DOUBLE		
	_		TIME	ONE HALF	TIME		
WAGE							
1	BASE WAGE		28.50	42.75	57.00		
2	VACATION & HOLIDAYS		0.00	0.00	0.00		
3	BASE WAGE TOTAL (LINES 1 + 2)		28.50	42.75	57.00		
FRING	ES:						
4	HEALTH & WELFARE		7.50	7.50	7.50		
5	PENSION		9.00	9.00	9.00		
6	TRAINING		0.45	0.45	0.45		
7	INDUSTRIAL ADVANCEMENT FUND	1	0.13	0.13	0.13		
8	TRAVEL		0.00	0.00	0.00		
9 10	S.U.B. BUILDING TRADES FUND		0.00	0.00	0.00		
10	DUES		0.00	0.00	0.00		
12	Substance Abuse Testing Program		0.00	0.00	0.00		
13	Indiana Laborers Defined Contrb. Tr	-	0.04	0.04	0.04		
14	FRINGE TOTAL (LINES 4 THRU 13)		17.89	0.77	0.77		
15	GROSS WAGE (LINES 3 + 14)		46.39	17.89	17.89		
	N (% OF LINE 3)		40.39	60.64	74.89		
16	FICA	7 680/	0.40	0.07	1. 12/2/		
17	FEDERAL UNEMPLOYMENT	7.65%	<u> </u>	3.27	4.36		
18	STATE EMPLOYMENT	7.40%	2.11	0.26	0.34		
19	STATE BUSINESS TAX	0.00%	0.00	0.00	4.22		
20	WORKMANS COMP.INSUR.	3.01%	0.86 *	0.86	* 0.86		
21	PUBLIC LIABILITY INSUR.	0.92%	0.26	0.39	0.52		
22	PUBLIC PROPERTY INSURANCE	0.00%	0.00	0.00	0.00		
23	General/Umbrella/Excess Liability	13.48%	0.13	0.36	0.49		
24	BURDEN TOTAL (LINES 16 THRU 23)	5.71	8.31	10.79		
	CONSUMABLES/SMALL TOOLS						
25	(% OF LINE 15)	5.00%	2.32 *	2.32	*2.32		
26	BURDEN & TOOLS (LINES 24 + 25)		8.03	10.62	13.11		
27	TOTAL WAGE (LINES 15 + 26)		54.42_	71.26	88.00		
28	O.H. & P (% 0F LINE 15)	0.00%	0.00*	0.00	*0.00		
TOTAL	BILLING RATE (LINES 27 + 28)		54.42	71.26	88.00		
CONTR	ACTOR		VA REVIEWED				
BY/DAT	E		BY/DATE				
*(STRAIG	HT TIME RATE)						

EXHIBIT C

FACILITIES AND MATERIALS PURCHASING U.S.A. LABOR HOURLY RATE COMPUTATION

GEOGRAPHIC/LOCAL AREA/PROJECT CRAFT DESCRIPTION		841 West Central Indiana					
	ESCRIPTION	Operating Engineers April 1, 2023 - March 31, 2024					
PERIOD		April 1, 202	23 - March 31, 2024	4			
NATION	AL MAINTENANCE AGREEMENT?	YES	NO STRAIGHT	TIME AND	DOUBLE		
			TIME	ONE HALF	TIME		
WAGES:	BAGE WAGE						
1			34.85	52.28	69.70		
2	VACATION & HOLIDAYS		-	0.00	0.00		
3	BASE WAGE TOTAL (LINES 1 + 2)		34.85	52.28	69.70		
FRINGES	:						
4	HEALTH & WELFARE		11.35	11.35	11.35		
5	PENSION		8.20	8.20	8.20		
6	APPRENTICESHIP FUND		1.30	1.30	1.30		
7	INDUSTRIAL ADVANCEMENT FUND		0.13	0.13	0.13		
8	TRAVEL			0.00	0.00		
9	Qualified Savings		4.30	4.30	4.30		
10	BUILDING TRADES FUND						
11 12	DUES Substance Abuse Testing Brogram		0.00	0.00	0.00		
12	Substance Abuse Testing Program		0.08	0.08	0.08		
10		-					
14	FRINGE TOTAL (LINES 4 THRU 13)		25.36	25.36	25.36		
15	GROSS WAGE (LINES 3 + 14)		60.21	77.64	95.06		
BURDEN	(% OF LINE 3)						
16	FICA	7.65%	2.67	4.00	5.33		
17	FEDERAL UNEMPLOYMENT	0.60%	0.21	0.31	0.42		
18	STATE EMPLOYMENT	7.40%	2.58	3.87	5.16		
19	STATE BUSINESS TAX	0.00%	0.00	0.00	0.00		
20	WORKMANS COMP.INSUR.	3.01%	1.05	* 1.05	* 1.05		
21	PUBLIC LIABILITY INSUR.	0.92%	0.32	0.48	0.64		
22	PUBLIC PROPERTY INSURANCE	0.00%	0.00	0.00	0.00		
23	General/Umbrella/Excess Liability	13.48%	0.13	0.36	0.49		
24	BURDEN TOTAL (LINES 16 THRU 23))	6.96	10.07	13.08		
	CONSUMABLES/SMALL TOOLS						
25	(% OF LINE 15)	5.00%	3.01	*3.01	*3.01		
26	BURDEN & TOOLS (LINES 24 + 25)		9.97	13.08	16.09		
27	TOTAL WAGE (LINES 15 + 26)		70.18	90.72	111.15		
28	O.H. & P (% 0F LINE 15)	0.00%	0.00	*0.00	*0.00		
TOTAL BI	LLING RATE (LINES 27 + 28)		70.18	90.72	111.15		
CONTRAC	TOR	and the standard standard	VA REVIEWED				
BY/DATE			BY/DATE				

*(STRAIGHT TIME RATE)

EXHIBIT C

FACILITIES AND MATERIALS PURCHASING U.S.A. LABOR HOURLY RATE COMPUTATION

GEOGR/	APHIC/LOCAL AREA/PROJECT	All counties except Lake and Porter						
CRAFT E	DESCRIPTION	Teamsters Single-Axle Truck						
PERIOD		April 1, 2023 - March 31, 2024						
		A MARKAN AND AND AND AND AND AND AND AND AND A		2027				
NATION	AL MAINTENANCE AGREEMENT?	YES	NO					
			STRAIGHT	TIME AND	DOUBLE			
			TIME	ONE HALF	TIME			
WAGES:								
1	BASE WAGE		33.02	49.53	66.04			
2	VACATION & HOLIDAYS		0.00	0.00	0.00			
3	BASE WAGE TOTAL (LINES 1 + 2)		33.02	49.53	66.04			
FRINGES								
4	HEALTH & WELFARE		12.55	12.55	40.55			
	PENSION		4.26	4.26	12.55			
	APPRENTICESHIP FUND		0.75	0.75	4.26			
	INDUSTRIAL ADVANCEMENT FUND		0.13	Sector and the sector of the s	0.75			
	TRAVEL		Statement of the statem	0.13	0.13			
	S.U.B.		0.00	0.00	0.00			
	ICI SAT		0.00	0.00	0.00			
	DUES		0.04	0.04	0.04			
	Safety Training Education and		0.00	0.00	0.00			
	Charitable Fund	-	0.50					
13 .		-	0.50	0.50	0.50			
14	FRINGE TOTAL (LINES 4 THRU 13)		18.23	18.23	18.23			
15	GROSS WAGE (LINES 3 + 14)		51.25	67.76	84.27			
BURDEN	(% OF LINE 3)							
16	FICA	7.65%	2.53	3.79	5.05			
17	FEDERAL UNEMPLOYMENT	0.60%	0.20	0.30	0.40			
18	IN STATE UNEMPLOYMENT	7.40%	2.44	3.67	4.89			
19	STATE BUSINESS TAX	0.00%	0.00	0.00	0.00			
20	WORKMANS COMP.INSUR.	3.01%	0.99	* 0.99	* 0.99			
21	PUBLIC LIABILITY INSUR.	0.92%	0.30	0.46	0.61			
22	PUBLIC PROPERTY INSURANCE	0.00%	0.00	0.00	0.00			
23	General/Umbrella/Excess Liability	13.48%	0.13	0.36	0.49			
24	BURDEN TOTAL (LINES 16 THRU 23)	6.60	9.56	12,42			
	CONSUMABLES/SMALL TOOLS							
	(% OF LINE 15)	5.00%	2.56	*2.56	*2.56			
26	BURDEN & TOOLS (LINES 24 + 25)		9.16	12.13	14.98			
27	TOTAL WAGE (LINES 15 + 26)		60.41	79.89	99.26			
28	O.H. & P (% 0F LINE 15)		0.00	*0.00_	*0.00_			
TOTAL B	ILLING RATE (LINES 27 + 28)		60.41	79.89	99.26			
CONTRAC	CTOR	nanananan is kaominina amin' (VA REVIEWE	D				
BY/DATE			BY/DATE					
*(STRAIGH	T TIME RATE)							



To:	E & B PAVING - BLOOMINGTON KEITH SPENNER 2520 W INDUSTRIAL PARK DRIVE BLOOMINGTON,IN 47404	Customer #: Office Phone: Cell Phone: Fax Number:	37248577 (812)334-7940 (317)501-0024 (812)334-7941	
Job Name:	2023 E & B BLOOMINGTON PLANT 35	Bid Date:	01/01/2023	
Location:	F.O.B. BLOOMINGTON IN	Void Date:	04/01/2023	

Other Info: Clean fill site is by the load. customer must certify material is free from contaminates. Site may close with any rain event. Topsoil is subject to availability.

Product Description	State Item #	Plant	TON	\$/TON@ PLANT
INDOT # 11 STONE		BLOOMINGTON QUARRY	46,000.00	17.25
INDOT # 8 STONE		BLOOMINGTON QUARRY	11,000.00	16.70
WASHED MAN SAND		BLOOMINGTON QUARRY	45,000.00	15.00
COLD MIX		BLOOMINGTON QUARRY	1.00	10.00
CLEAN FILL RECEIVED		BLOOMINGTON QUARRY	1.00	30.00
# 5 STONE		BLOOMINGTON QUARRY	3,500.00	15.50
#9 STONE		BLOOMINGTON QUARRY	11,000.00	17.45
INDOT #12 STONE		MITCHELL QUARRY	17,000.00	13.00
23 SAND		MORGAN CO. SAND & GRAVEL	12,000.00	9.25
MANUFACTURED SAND GRAVEL		MORGAN CO. SAND & GRAVEL	3,000.00	21.65
SC-16 CHIP SEAL GRAVEL		MORGAN CO. SAND & GRAVEL	3,000.00	35.00
90-95% CRUSHED 11 GRAVEL		MORGAN CO. SAND & GRAVEL	6,000.00	35.00
TOP SOIL		MORGAN CO. SAND & GRAVEL	100.00	10.50
PULVERIZED TOP SOIL		BLOOMINGTON STONE CENTER	100.00	36.00
FILL DIRT/NP TOP SOIL		BLOOMINGTON STONE CENTER	1.00	25.00

SALES TAX NOT INCLUDED

Sales Tax is charged on all transactions unless a valid Tax Exemption Certificate is on file.

By:

Date:

Chris Hill Account Manager chris.hill@rogersgroupinc.com

TERMS AND CONDITIONS:

ACCEPTANCE: This offer shall become void __30___ days after the date first given above unless buyer accepts this offer prior to such expiration date. Acceptance shall be deemed given by buyer upon buyer's purchase of any product described above from seller prior to the expiration date of this offer. Delivery costs are subject to fuel surcharges if implemented by our haulers. It is expressly agreed that there are no promises, agreements, or understandings outside of this contract. No adjustments will be made for moisture.

TERMS OF PAYMENT: All accounts due 30 days from date of invoice and 1 1/2% per month service charge from that date will be added on all accounts owing over 30 days. Buyer shall be responsible for sales & use tax. Sales

Hauli	ng Leas	se Agreeme	nt					
E & B Pavin 2520 W Indu Bloomington	Istrial Park Drive		7690	n Excavating, h N, Gifford Rd. ington, IN 47403		Benny Konstantin Song Angelan Kalawa (Parton - Constant - Angelan - Constant - Angelan - Constant - Angelan - C Song Constant - Constant Song Constant - Constant		
Contact: Phone: Fax:	Keith Spenne (812)334-794 (812)334-794	0	Conta Phone Fax:	: (812)	Ramon 327-606 825-216			
		Contrac	ctual inf	ormation	a na sa	in a second construction of the second s	and the second	with a state of the state of the
Contract Num Contract Desc Owner: Project Engine	ription: 17 th S Monn INDO	t Bike & Pedestrian Facilities be County		E&B Job Numb E&B Superinter Superintendent Superintendent Field Office Pho	ident: Phone: Email:	35220516 Chris Williams (812) 592-9014 chris.williams@el NA	opaving.com	
ITEM NO.	COST CODE	DESCRIPTION		QUANTITY	UNIT	UNIT PRICE	TOTAL	
	2023 Year	Straight time Hourly triaxle ha	uling	As Req	Hr	\$120.00	and a second	
		Oventime Hourly Triaxle Haul	ing	As Req	Hr	\$140,00		
			en alagiyyy araa araa a					
			an den an		and a second			
an barran an a			in a non-strangering and and and					
Augura 1. 21	در معرفه از المالية و المراجع (المالية و المالية و المراجع (المالية المراجع) . مراجع المراجع (المراجع) . مراجع (المراجع) .	dender, werden eine bestellte einer stellte stellte ander sollte sind einer in den sollte bestellte bestellte			- de marca a series a	Total		

Approximate Hours = 160

Approximate Dollar Amount =

\$20,000.00

- GENERAL NOTES -

The above quantities are approximate. Actual quantities will depend upon the actual job requirements.

All tickets shall be marked with appropriate job number and cost code.

Scheduling of this material will be by E&B Paving's Project Superintendent Chris Williams_.

Certified payrolls are required for this project and should be sent to our ___Bloomington_ office.

All materials to meet INDOT project specifications.

Contract/project specific certificate of insurance is required.

Hauler/Lessee is responsible to meet DBE requirements as set forth in its pricing and/or quote to Lessor or as otherwise agreed to

between the Lessor and Lessee

Payment terms are net 30 days upon the date of invoice.

This Agreement is subject to the terms and conditions of the current Hauling Services Agreement which is incorporated by reference harein.

EQUAL EMPLOYMENT:

The lessor recognizes its moral and legal obligations to be an equal opportunity employer. The Equal Employment Opportunity Clause, Section 202, of the Executive Order 11246, as amended, related to Equal Employment Opportunities and Implementing Rules and Regulations of the Secretary of Labor, Section 503 of the Rehabilitation Act of 1973, Section 2012 of the Vielnam Era Veteran's Readjustment Assistance Act of 1974, are incorporated herein by specific reference to include the Notice to Employees posting as required by 29 CFR Chapter 470 (Executive Order 13201).

E &	B Paving, LLC	1
By:	1/2A	6

Title:	Keith Spenner	- Project	Manager
--------	---------------	-----------	---------

Date: 3/23/23

Hauler/L	essee
By:	Com Karon
Title:	President
Date:	3-24-23

Rate effective Apr, 01 2023 -		Organization Indiana DOT	Ownership Adjus 100%	tr Operating Adjustment 6 100%				
Unique Id	Subtype 113465 On-Highway Light Duty Trucks 123254 On-Highway Rear Dumps 563396 Compact Track Loaders 563450 Skid Steer Loaders	Size Class 300 hp & Over 19,501 - 26,000 lbs 2,201 - 2,500 lbs 1,751 - 2,200 lbs	Manufacturer Miscellaneous Miscellaneous Kubota Caterpillar	Model 4X2 1 383 EXT GAS 4X2 6YD DSL SVL75-2 246D3		Serial Number 2023 1FD8X3G67LEE 2023 1FUBCYDAX5H 2023 KBCC0752VK1H 2023 KC600691	E27043 HN97287 H45778	Configurations Notes Axle Configuration: 4X2,Cab Type: Extended,Horsepower: \$ 2020 FORD F350XL FOREMAN TRUCK Axle Configuration: 4X2,Horsepower: 200.0,Maximum Grost: 2005 FREIGHTLINER LOW SIDED DUMP TRUCK Operator Protection: ROPS/FOPS,Power Mode: Diesel 2020 KUBOTA SVL75-2 TRACK SKID STEER Operator Protection: ROPS/FOPS,Power Mode: Diesel 2020 CAT 246D3 SKID STEER
Continued	113465 On-Highway Light Duty Trucks 123254 On-Highway Rear Dumps 563396 Compact Track Loaders 563450 Skid Steer Loaders	Ownership Cost \$6.71 \$11.74 \$47.89 \$29.98	Operating Cost \$30.05 \$31.22 \$29.80 \$26.04	Standby Cost \$3.36 \$5.87 \$23.94 \$14.99	Idling \$31.8 \$35.5 \$58.7 \$41.4	86 4/1/2023 52 4/1/2023 70 4/1/2023	23 23 23	Region Adjustments State/Province: Indiana, Adjustment: 100.1% State/Province: Indiana, Adjustment: 99.6% State/Province: Indiana, Adjustment: 99.1% State/Province: Indiana, Adjustment: 97.8%
Continued	113465 On-Highway Light Duty Trucks 123254 On-Highway Rear Dumps 563396 Compact Track Loaders 563450 Skid Steer Loaders	Year Adjustments 100% 100% 100% 100%	Ownership Adjustments 100% 100% 100% 100%	Operating Adjustments 100% 100% 100% 100%	FHW \$36.7 \$42.9 \$77.6 \$56.0	76 1 96 1 69 1		Total Cost \$36.76 \$42.96 \$77.69 \$56.02

Change Order No.: 003

Page: 1

INDIANA Department of Transportation Construction Change Order and Time Extension Summary

Contract Information	Contract No.: R -41895	Letting Date:05/05/2022	
District:SEYMOUR DISTRICT	AE:Wren, Rachel	PE/S:Havens, Trevor Status:D	raft
Change Order Information	Change Order No.: 003	EWA: Y or Force Acct: N	
Date Generated: 00/00/0000	Date Approved: 00/00/0000		
Reason Code: SCOPE CHANGES, Add	ded Quantities/Items		
Description: Resurfacing South Side of	17th from Sta. 104+12 to 124	+50	
Original Contract Amount	\$ 3,083,517.00		
Current Change Order Amount	\$ 0.00	Percent: 0.000 %	
Total Previous Approved Changes	\$ 0.00	Percent: 0.000 %	
Total Change To-Date	\$ 0.00	Percent: 0.000 %	
Modified Contract Amount	\$ 3,083,517.00		
Time Extension Information			
Date Initiated 00/00/0000	Date Completed 00/00/0000		
Original Contract Time	SS Completion Date 00/00/00 SP Date 00/00/0000 (SS = Standard Specification	000 or SS Calendar/Work Days 0 or SP Days , SP = Special Provision)	
Time Element Description:			
Current Time Extension	SS Days 0 SP Days 0	SP Days Value \$ 0.00	
Previous Time Approved	SS Days by AE: DCE	: SCE: DDCM:	
	SS Days	SP Days Value \$	
Revised Contract Time	SS Completion Date 00/00/00 SS Date 00/00/0000	000 or SS Calendar/Work Days 0 or SP Days 0	

Page: 2

INDIANA Department of Transportation Construction Change Order and Time Extension Summary

Review and Approval Information							
Required Approval Authority (\$ per Change Order) (Days per Contract)	(- LE \$ 250K-) (- LE \$ 750K	_ SCE:* DDCM:* -) (LE \$ 2 M) (GT \$ 2 M) s) (200 SS Days) (GT 200 SS days)					
Verbal Approval Required?	Y / N If Y, by	Date Issued					
Total Change To-Date>5%?	Y / N If Y , Copy to Program	Y / N If Y , Copy to Program Budget Manager					
Scope/Design Recommendation Required?	Y / N If Y, Referred to Projec	Y / N If Y, Referred to Project Manager(PM)					
	Date to PM	Date Returned					
Approval Authority Concurs with PM?	Y / N If Y, Concurrence by	Date					
	If N,Resolution: Approved	Disapproved					
	Resolved by	Date					
LPA Signatures Required?	Y / N If Y, Date to LPA	Date Returned					
FHWA Signatures Required?	Y / N If Y, Date to FHWA	Date Returned					
* Field Engineer Recommendation (Re	quired for SCE or DDCM App	roval)					
Field Engineer		Date					
Comments:							

Contract No:R -41895 Change Order No:003

INDIANA Department of Transportation

Contract		44005					
Contract: Project: Change Order Nbr:	19	-41895 00402 - State:1 2	90040200LC	5			
Change Order Nbr. Change Order Des Reason Code:	cription: Re)	
CLN PCN	PLN Item	Code Unit	Unit Price	CO Qty	Comment	Amount Cha	ange
164 1900402 cem Description: SUB supplemental Description supplemental Description	n1:		43.000	119.000	С	Amount:\$	5,117.00
165 1900402 em Description: HMA Supplemental Descriptic supplemental Descriptic	n1:		225.000 B	36.000	С	Amount:\$	8,100.00
166 1900402 em Description: MILL upplemental Descriptio upplemental Descriptio	n1:		4.250	4160.000	С	Amount:\$	17,680.00
167 1900402 em Description: QC/G upplemental Descriptio upplemental Descriptio	n1:		155.000	328.000	С	Amount:\$	50,840.00
168 1900402 em Description: JOIN upplemental Descriptio upplemental Descriptio	n1:		0.250	3088.000	С	Amount:\$	772.00
169 1900402 em Description: LIQU upplemental Descriptio upplemental Descriptio	n1:	CARAMATE THE REAL PROPERTY OF	0.300	3088.000	С	Amount:\$	926.40
170 1900402 em Description: HMA upplemental Descriptio upplemental Descriptio	n1:		195.000	15.000	С	Amount:\$	2,925.00
171 1900402 tem Description: CAST Supplemental Descriptio Supplemental Descriptio	n1:		1,100.000 ADE	1.000	С	Amount:\$	1,100.00
					Total Value for	Change Order 003	- 6 87 400 40

Total Value for Change Order 003 = \$ 87,460.40

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended. General or Standard Change Order Explanation

As awarded, the project has an exception for milling and overlay on the south half of 17th Street from station 104+12 to 124+50. This area calls for the removal of existing pavement markings and the placement of new thermoplastic pavement markings in a new configuration. The City has determined that the pavement in the exception area has deteriorated to a point that will not support the application of the new pavement

Contract No:R -41895 Change Order No:003

INDIANA Department of Transportation

Date:06/14/2023 Page: 4

markings. This change order will add quantities for milling, asphalt overlay, and the adjusting to grade of sanitary structure #302 at station 114+50. No changes in contract time is being considered or approved with this change order.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above. Notification and consent to this change order is hereby acknowledged.

Contractor:_____

Signed By:_____

Date:_____

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

Contract No:R -41895 Change Order No:003	INDI Department of	Date:06/14/2023 Page: 5			
*******	APPROVED F	FOR LOCAL PUBLIC AGENCY			
(SIGNATURE)	(TITLE)		(DATE)		
(SIGNATURE)	(TITLE)		(DATE)		
SUBMITTED FOR CONSIDERATION					
PE/S					
*********	*******	**********			
	APPROVED FOR INDIAN	IA DEPARTMENT OF TRANSPORA	TION		
Approval Level	Name of Approver	Date	Status		

R-41895-A

Additional HMA Patching, Milling & HMA Overlay Sta 104+12 to 124+50 South of construction limits to curb

HMA Patching & SGT IV							
Station	Width	Length	Sys				
113+55	5	50	28				
118+75	11	92					
			119				
	#/Sys	НМА	Tons				
	275	Intermediate	16				
	330	Base	20				
			36				

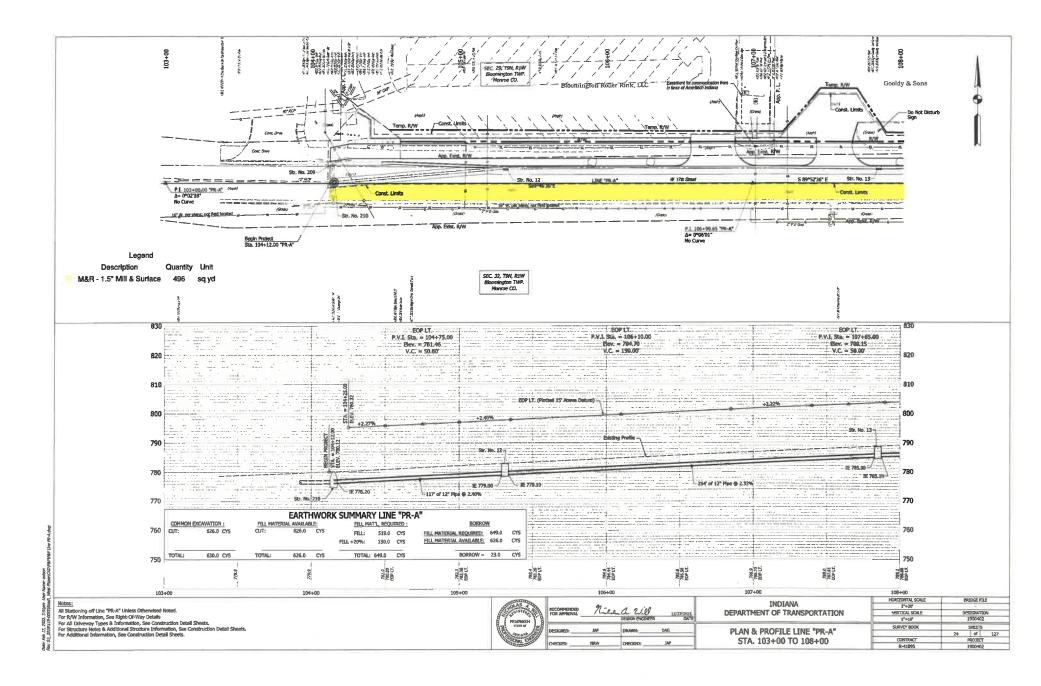
310	SUBGRADE TREATMENT TYPE 4	119	SYS	\$43.00	\$5,117.00
390	HMA PATCHING FULL DEPTH TYP B	36	TON	\$225.00	\$8,129.69
410	MILLING ASPHALT 1.5 IN	4160	SYS	\$4.25	\$17,680.00
420	QC QA HMA 3 64 SURFACE 9.5 MM	328	TON	\$155.00	\$50,881.46
430	JOINT ADHESIVE SURFACE	3088	LFT	\$0.25	\$772.00
450	LIQUID ASPHALT SEALANT	3088	LFT	\$0.30	\$926.40
580	HMA FOR APP TYPE B	15	TON	\$195.00	\$2,911.84
810	CASTING MANHOLE ADJUST TO GRADE	1	EACH	\$1,100.00	\$1,100.00
					\$87,518.39

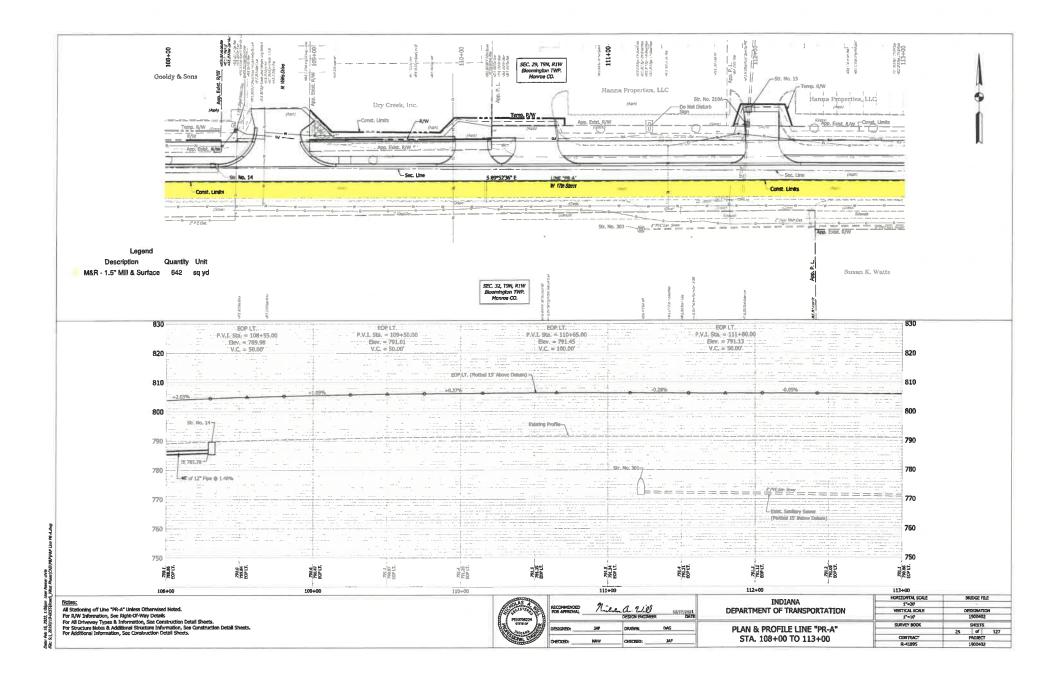
Pavement Markings ???

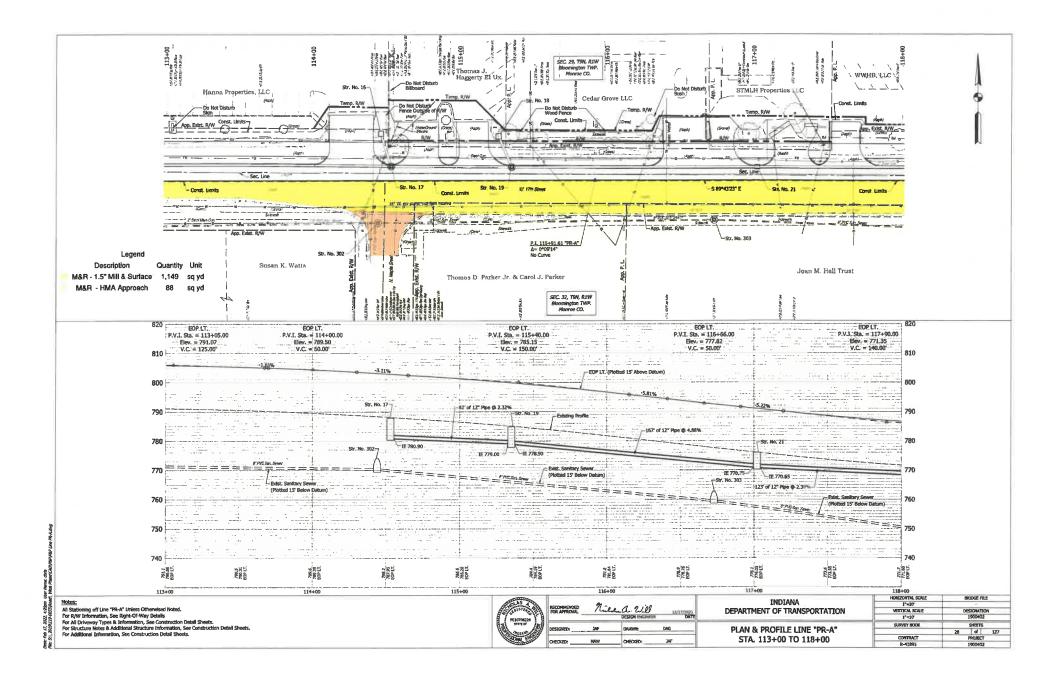
1 1/2" HMA Milling & Paving

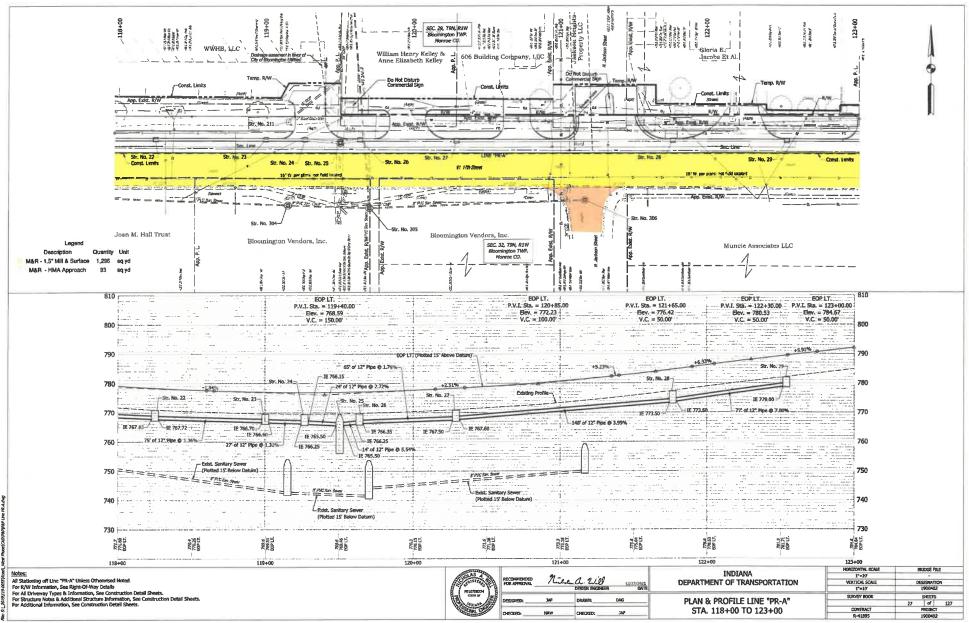
Mainline	#/Sys	Tons
Sys		
496		
642		
1149		
1296		
396		
3979	165	328
Approach 88 93	#/Sys	Tons
181	165	15

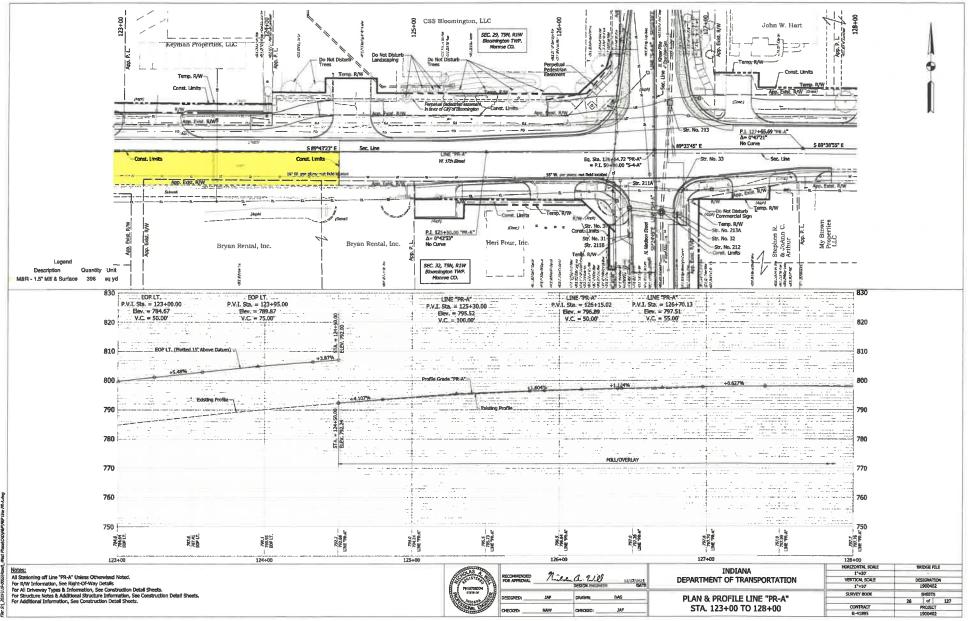
Adjust Casting 114+50











13, 2022, 1:38pm User Name 19|119-0005|Road_ Heat Ph



Board of Public Works Staff Report

Project/Event: Contract with Toole Design Group, LLC for the creation of an SS4A (Safe Streets and Roads for All) Action Plan

Petitioner/Representative: -

Staff Representative: Scott Robinson, Director, Planning & Transportation Department

Ryan Robling, Planning Services Manager, Planning & Transportation Department

Meeting Date:

Process to select the consultant team: The City of Bloomington began a Corridor Study of College Avenue and Walnut Street, undertaking a meticulous process to identify the ideal consultant for the project. After careful evaluation and consideration, Toole Design Group, LLC was chosen in 2022 to act as the consultant team on the Study. To streamline the efforts and expedite the City's eligibility for SS4A grant funding in 2024, it was determined that incorporating the creation of an SS4A Action Plan into the existing contract through a contract addendum would be the most efficient approach. This decision hopes to ensure that the City can maximize its chances of securing the future funding opportunities.

SS4A Action Plan: Through this contract, Toole Design Group will develop an SS4A Action Plan which will ensure that the City is eligible for SS4A program funding. The Action Plan, which will facilitate the creation of tools and strategies that reinforce a community's approach to roadway safety, ultimately working towards the preservation of lives and the prevention of significant harm, will be amended into the City's Transportation Plan. Funding to meet these goals is provided through the SS4A program.

Goals of the Study: The SS4A Action Plan will be developed in accordance with the content requirements outlined in the Federal Highway Administration's (FHWA) SS4A grant funding opportunities. The primary purpose of this plan is to address the City's safety needs within its roadway system and provide fresh guidance on prioritizing project within the city. Recognizing the importance of equity, the City aims to conduct a comprehensive equity analysis to ensure that roadways in historically marginalized or underserved communities serve as safe transportation routes rather than barriers. Bloomington faces challenges where the needs of its transportation system surpass the available resources for design changes, implementation of countermeasures, and related initiatives. By adopting the SS4A Action Plan, the City can gain access to additional SS4A Implementation Grant funds, enabling the construction of improvements to be expedited compared to the usual funding sources.

Timeline and Scope of Work: The City has set a timeline for this endeavor, spanning approximately one year from the anticipated notice to proceed in June 2023 to the expected deadline for the 2024 SS4A Implementation Grants in July 2024. The awarded contract to Toole Design Group will require an additional addendum in the 2024 calendar year. Funding was initially appropriated by Council in 2023, but is insufficient to cover the scope of work outlined in the contract. Therefore, an addendum will be necessary to secure the additional funding required to adequately support and complete the project. Based on other contacts in Indiana, the range of contract costs for similar projects has been observed to be approximately \$100,000 to over \$500,000.

Reset Form

City of Bloomington Contract and Purchase Justification Form

Vendor: Toole Design Group, LLC

Contract Amount: \$132,500

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 INFORMA	TION			
1.	Check the box beside the procure applicable)	mentm	nethod used to initiate thi	is procurement: (Attach a quote or	bid tabulation if		
	Request for Quote (RFQ)		Request for Proposal (RFP) Sole Source	Not Applicable		
	Invitation to Bid (ITB)		Request forQualification (RFQu)	ns Emergency Purchase			
2.	List the results of procurement p	rocess.	Give further explanatior	n where requested.	Yes No		
	# of Submittals: 0	Yes	No	Was the lowest cost selected? (If no	, 🗌 🖌		
	Met city requirements?	~		please state below why it was not.)			
	Met item or need requirements?	~		Toole Design Group was select addendum without a formal select	ection process.		
	Was an evaluation team used?		 ✓ 	Cost was not a determining fact Instead, Toole Design Group wa on their expertise, qualifications	as chosen based		
	Was scoring grid used?		 ✓ 	work with the City of Bloomingto			
	Were vendor presentations requested?		 ✓ 				

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

Toole Design Group was specifically chosen for the contract based on their expertise, qualifications, and prior engagement with the City of Bloomington. Their understanding of the project requirements, SS4A Action Plan development, familiarity with the city's transportation goals, and demonstrated ability to deliver high-quality results were key factors in the decision to engage Toole Design Group for this particular endeavor.

Ryan Robling

Planning Services Manager

Planning & Transportation

Print/Type Name

Print/Type Title

Department

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into by and between the City of Bloomington Planning and Transportation Department by and through the Board of Public Works ("City"), and Toole Design Group, LLC ("Consultant").

WHEREAS, the City wishes to hire a consultant to develop a Safe Streets and Roads for All Action Plan ("SS4A Plan"); and

WHEREAS, the City requires the services of a professional consultant to prepare the SS4A Plan and provide it to the City ("Services") and which are more fully set forth below; and

WHEREAS, Consultant has been selected and has the experience and professional expertise and is willing and able to provide such Services to the City; and

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

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

1. <u>Effective Date, Term and Termination</u>. The effective date for this Agreement is the date last entered in the signature blocks below. This Agreement shall commence on the effective date and expire on December 31, 2024, unless the City and Consultant agree in writing to an extension.

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 City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon five (5) days written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City 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 City.

2. <u>Compensation</u>. The City shall pay Consultant for all fees and expenses for all Services herein provided in an amount not to exceed two hundred seventy-one thousand three hundred eighteen dollars (\$271,318). Consultant shall submit an invoice to the City, no more frequently than once per month, based on a time and expense basis. Because funding for this project is likely to be appropriated in multiple fiscal years, the City may ask Consultant to submit invoices or perform work at particular times so as to guarantee that appropriated funds

are available to pay invoices. The invoice shall be sent to: Ryan Robling, City of Bloomington, 401 N. Morton Street, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth herein shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or any expenses incurred by Consultant. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and an amendment to this Agreement reached by both parties herein.

- **3.** <u>Scope of Services</u>. Consultant shall provide required Services for the City which are more fully set forth in the Scope of Services attached hereto, marked as **Exhibit "A"**, and by this reference incorporated herein. Time is of the essence and Consultant shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.
- 4. <u>Standard of Care</u>. Consultant shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Consultant's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance.
- 5. <u>Responsibilities of the City</u>. The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Consultant shall be entitled to rely upon the accuracy and completeness of such information. The City shall designate in the Notice section below who is authorized to act on its behalf with respect to this Agreement.
- 6. <u>Appropriation of Funds</u>. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty as set forth below.
- 7. <u>Schedule</u>. The project shall be completed in accordance with the schedule set forth in Exhibit B, "Project Schedule."
- 8. <u>Identity of Consultant</u>. Consultant acknowledges that one of the primary reasons for its selection by the City to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Consultant has represented will be responsible therefor. Therefore the City reserves the right to reject any of the Consultant's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.
- 9. <u>Ownership of Documents and Intellectual Property</u>. Consultant agrees that any information or documents, including digital GIS information, supplied by the City shall be used by Consultant for this project only, and shall not be reused or reassigned for any

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

- 10. <u>Reuse of Documents</u>. All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the City or others on modifications or extensions of this project or on any other project. The City may elect to reuse such documents; however any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Consultant. The City shall indemnify and hold harmless the Consultant against all judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the City and the Consultant.
- 11. <u>Independent Contractor Status</u>. During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or subcontractors be construed to be, or represent themselves to be, employees of the City. Consultant 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.
- 12. <u>Indemnification</u>. Consultant shall indemnify and hold harmless the City of Bloomington, its directors, officers, agents and employees of the City from and against all claims, demands, damages, costs, expenses or other liability, including reasonable attorney's fees and defense costs, to the extent caused by the Consultant's negligent performance of Professional services under this Agreement and that of its Sub-consultants or anyone for whom the Consultant is legally liable.
- 13. <u>Cost Estimates</u>. All estimates of construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the City has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to the Agreement.
- 14. <u>Insurance</u>. During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

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

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, its agents, officers, board members and employees shall be named as additional insureds under the General Liability and Automobile Liability policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss hereunder. Consultant shall provide at least 30 days notice to City prior to any cancellation/termination of any or all insurance policies.

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

- **15.** <u>Conflict of Interest</u>. Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.
- 16. <u>Waiver</u>. 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.
- 17. <u>Severability</u>. 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.

- **18.** <u>Assignment</u>. Neither the City nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the City's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
- **19.** <u>Third Party Rights</u>. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- **20.** <u>Governing Law and Venue</u>. This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in Monroe County, Indiana.
- **21.** <u>Non-Discrimination</u>. Consultant 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. Consultant understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Consultant believes that a City employee engaged in such conduct towards Consultant and/or any of its employees, Consultant or its employees may file a complaint with the City Department head in charge of the Contractor's work, and/or with the 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. Any breach of this section is a material breach and will be cause for termination of this Agreement.
- 22. <u>Verification of New Employees' Immigration Status</u>. Consultant is enrolled in, and verifies the work eligibility status of all newly-hired employees through, the E-Verify program. (This is not required if the E-Verify program no longer exists). Consultant signed an e-verify affidavit, attached hereto, marked as **Exhibit "C"**, and by this reference incorporated herein.

Consultant may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the contractor subsequently learns is an unauthorized alien. If the City obtains information that the Consultant employs or retains an employee who is an unauthorized alien, the City shall notify the Consultant of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Consultant verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant did not knowingly employ an unauthorized alien. If the Consultant fails to remedy the violation within the 30 day period, the City shall terminate the contract unless the City determines that terminating the contract

would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Consultant. If the City terminates the contract, the Consultant is liable to the City for actual damages.

- 23. <u>Non-Collusion</u>. Consultant certifies that it has not, nor has any other member, representative, or agent of Consultant, entered into any collusion by agreement or otherwise with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant signed the non-collusion affidavit attached hereto, marked as Exhibit "D" and by this reference incorporated herein.
- 24. <u>Compliance with Laws</u>. In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.
- 25. Notices. Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

TO CITY:	TO CONTRACTOR:				
City of Bloomington Planning and	Toole Design Group, LLC				
Transportation Department					
ATTN: Ryan Robling, Project Manager	Attn: Dean Chamberlain, PE				
	Engineering Group Manager				
401 N. Morton Street, Suite 130	212 3 rd Avenue, Suite 352				
Bloomington, IN 47401	Minneapolis, MN 55401				

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

- 26. Intent to be Bound. The City and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.
- 27. Integration and Modification. This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Consultant. This Agreement supersedes any and all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the

subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

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

TOOLE DESIGN GROUP, LLC CITY OF BLOOMINGTON BY: BY: (Name Signed) Kyla Cox Deckard, Chair DATED DATED Board of Public Works (Name Printed) Scott Robinson, Director DATED DATED Bloomington Planning & Transportation John Hamilton, Mayor DATED (Title) City of Bloomington

EXHIBIT A

"Scope of Work"

See attached scope of work.

EXHIBIT B

"Project Schedule"

See Scope of Work.

EXHIBIT C

STATE OF INDIANA)) SS:

COUNTY OF MONROE

E-VERIFY AFFIDAVIT

)

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

The undersigned is the ______ of _____.
 (job title) (company name)
 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 herby 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's Signature

Printed Name of Notary Pr	ublic
My Commission Expires:_	
County of Residence:	
Commission Number:	

EXHIBIT D

STATE OF _____) OUNTY 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____.

Toole Design Group, LLC

Signature

Title

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

Printed Name of Notary Public

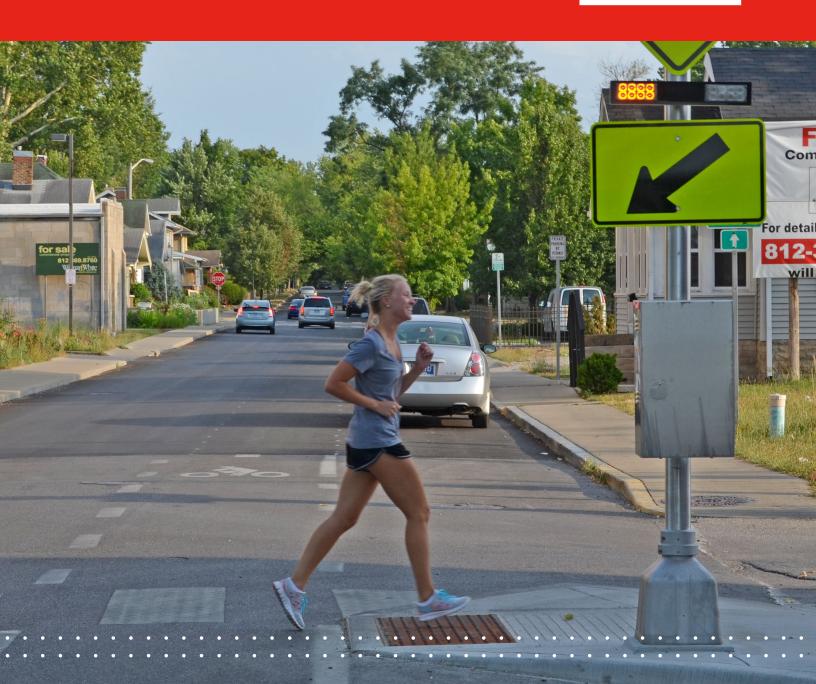
My Commission Expires on:

Commission Number:



APRIL 7, 2023

CITY OF BLOOMINGTON SS4A ACTION PLAN





212 3RD AVENUE N. SUITE 352 MINNEAPOLIS, MN 55401 6 1 2 . 5 8 4 . 4 0 9 4 T 0 0 L E D E S I G N . C 0 M

April 7, 2023

Ryan Robling, Planning Services Manager City of Bloomington, Indiana 401 N Morton Street Bloomington, IN 47404

RE: Safe Streets for All Action Plan Proposal

Dear Mr. Robling,

Toole Design Group is pleased to submit our proposal for the development of a Safe Streets for All (SS4A) Action Plan for the City of Bloomington. We share the vision of reducing traffic deaths and serious injuries, and that belief is at the core of our company's DNA. Creating safer transportation for walkers, bikers, and drivers is more than just what we do; it is the lens through which we see the world around us, and it defines our approach to every project.

We are a national leader in safety planning, having developed Vision Zero and other safety action plans for cities and regions throughout the U.S. and Canada. We also developed a custom safety analysis tool, <u>Safer Streets</u> <u>Priority Finder</u>, that is in use by FHWA and other agencies nationwide. We are well known to City of Bloomington staff having completed the most recent version of the City's Transportation Plan as well as currently working on the College & Walnut Corridor Study. For these reasons, we are excited to partner with you again on enhancing safety for all users of your transportation system.

Our project management team includes Dean Chamberlain, PE as the Project Manager, Drew Parker as the Deputy Project Manager, Ciara Schlichting, AICP as Principal-in-Charge, and Sarah Abel, SEED, RSP1 as Strategic Advisor. Dean is a trusted project manager that has delivered complex transportation planning, design, and construction projects on both the public sector and consultant side of the industry. Drew is well-known to City staff as the project manager for the College & Walnut Corridor Study. Ciara is a 20+ year planning veteran specializing in active transportation planning, design, and implementation who has overseen dozens of similar projects throughout the Midwest region. Sarah brings the necessary national expertise in safety action plans that will be paramount in delivering a foundational plan that best positions the City for success in receiving SS4A Implementation Grant funding. We will ensure this plan meets all requirements for SS4A Action Plans as determined by the most recent version of the Notice of Funding Opportunity for the SS4A grant program and will ensure the plan is completed in time for the 2024 grant application round of SS4A Implementation Grant funding requests.

Project Understanding

Based on our conversations with the City of Bloomington, Toole Design understands that the City intends to develop a Safe Streets for All (SS4A) Action Plan using their own funds and following the content requirements of FHWA's SS4A Action Plan grant Notice of Funding Opportunity. This plan is being developed because the City

understands that they have safety needs on their roadway system, and City staff believes that they need fresh direction on prioritizing project selection.

The City is particularly interested in a deep equity analysis to ensure that roadways in historically marginalized or underserved communities are serving as safe transportation conduits rather than barriers. Our similar analyses elsewhere in the country generally show that the risk of severe injury or fatality from traffic crashes is higher in lower income areas and communities of color.

As is the case in many other cities around the country, the needs of the transportation system exceed the resources available for design changes, countermeasure implementation, and related efforts. Adopting the SS4A Action Plan will allow the City to access additional SS4A Implementation Grant funds to fund construction of the improvements on a quicker timeline than would otherwise be afforded with the usual funding sources.

The City's timeline for this effort extends approximately one year from receiving a notice to proceed (anticipated in June 2023) to when the 2024 SS4A Implementation Grants are due (anticipated in July 2024). This will provide plenty of time for Toole Design to complete this plan in a high-quality manner and to allow for robust community involvement and coordination with City staff.

Project Approach

The following work plan is proposed in order to complete the project in the desired timeframe and to help Bloomington improve safety outcomes for transportation system users. The Plan will follow the USDOT guidance for Safe Streets and Roads for All (SS4A) Action Plans to position Bloomington for future grant applications through the SS4A program. The task structure generally follows that of the SS4A Action Plan Notice of Funding Opportunity guidance to help the City ensure that the plan being developed is compliant with the SS4A program requirements.

Task 1: Project Management

Dean Chamberlain, PE will serve as the Project Manager for this project. Dean has over 13 years of experience and has a well-rounded background in transportation planning, safety analysis, analysis of design alternatives, and civil engineering design. He has managed planning and construction projects of many types and sizes and will ensure that the project stays focused on meeting its desired outcomes.

Drew Parker will serve as the Deputy Project Manager for this project. Drew has worked extensively with the City of Bloomington on planning and design projects, currently serving as project manager for the College & Walnut Corridor Study for the City. His background includes management of many mobility and active transportation planning efforts throughout the Midwest and Mountain West.

Task 1.1: General Project Management, Progress Reports, and Invoicing

Dean and Drew will ensure that the project will progress toward the outcomes desired by the City on the schedule desired by the City and keeping the project on budget. They will provide monthly progress reports and invoicing for the project as well as coordination between the City and the project team.

Task 1.2: Project Kick-off Meeting

Toole Design will facilitate one virtual project kick-off meeting with City of Bloomington staff that will provide direction to ensure the project starts off with good momentum.

Task 1.3: Project Management Team (PMT) Meetings

Toole Design will work alongside the City of Bloomington to identify City staff to serve on the Project Management Team (PMT) for this project. The PMT is expected to meet monthly to provide oversight, direction, and feedback for past, present, and future project activities. Toole Design will provide meeting agendas at least two days prior to the PMT meeting and provide meeting summaries within 3 days of the conclusion of the meeting.

Task 1.4: Citizen Advisory Committee (CAC) Meetings

Toole Design believes that effective engagement of local residents and stakeholders is paramount to the success of any planning effort. We propose to engage a Citizen Advisory Committee (CAC) made up of up to 9 citizens or other local stakeholders to provide feedback on the direction of the project. The CAC will meet up to 4 times during the project. Toole Design will provide meeting agendas at least two days prior to the CAC meeting and provide meeting minutes within 3 days of the conclusion of the meeting.

Task 1 Deliverables:

- Monthly invoicing and progress reports (up to 12 months)
- Project kick-off meeting (virtual) (1 meeting)
- Monthly PMT meetings, agendas, and minutes (up to 12 months)
- CAC meetings, agendas, and minutes (anticipated as up to 3 virtual meetings and 1 in-person meeting)

Task 2: Leadership Commitment and Goal Setting

Toole Design will assist City staff in determining the target date for achieving zero fatalities and serious injuries or target for ambitious reduction of such crashes and obtaining the necessary official public commitment to the eventual goal of zero fatalities and serious injuries. This task will require collaboration between the project team and City staff to ensure that elected officials have ownership of this plan and are engaged throughout the plan's activities. (Council adoption of an ambitious target for crash reduction is also an eligibility requirement for SS4A implementation funding.) To support this goal, Toole Design will develop a PowerPoint presentation and talking points for City staff to use at Council and/or City committee briefings, and will be available to attend one City Council/committee meeting alongside City staff.

Task 2 Deliverables:

- PPT with talking points to outline the goal/target for crash reduction (draft, revised, final)
- Attendance at one City Council/committee meeting (assumed to either be virtual or to occur during the Safety Week workshop described under Task 4)

Task 3: Safety Analysis

Jacob Nigro will lead Toole Design's crash data analysis. Jacob is an analyst that is well versed in crash data interpretation and visualization as well as active transportation planning. He has completed crash data analysis for similar types of plans around the county, including Des Moines, IA, Fort Collins, CO, and Minneapolis, MN.

Task 3.1: Analysis of Existing Conditions, Historical Trends, and Systemic Safety

Toole Design has already collected local crash data for years 2018 through 2022, which we will use as our crash dataset for the analysis. We will also work with City of Bloomington staff to identify additional relevant GIS datasets, such as those related to roadway and network characteristics, that may be available for the analysis. Data cleaning/consolidation is anticipated to require up to 20 labor hours. Data consolidation and conflation that exceeds the time budget anticipated herein may require a contract amendment. Receiving data from the client in

a timely fashion (typically within 4 weeks of request) will be critical to staying on schedule. Analysis will begin when the City confirms that all available data has been provided.

Crashes will then be examined by geographic context, roadway attributes, party behaviors, reported contributing factors, and environmental factors to identify the factors that are most associated with crashes and crash severity for each mode of travel. We will develop a list of crash types per mode to help us better understand what systemic risk factors are present with a focus on the most prevalent and injurious crash types. Depending on the availability of victim attributes in the crash data, the team will examine if any portions of the population experience a higher crash burden of traffic safety issues. In nearly all of our traffic safety work, we see patterns of inequity or portions of the population that are disproportionately involved in crashes. Sociodemographic data will be used in addition to the victim attributes in the crash data to better understand which communities are most affected by traffic-related safety issues.

We will present crash analysis findings in a series of graphs and compelling infographics that will help the City of Bloomington and its stakeholders visualize crash trends and patterns for each mode of travel.

Task 3.2: Development of High Injury Network

We will develop a High Injury Network (HIN) for bicycle, pedestrian, and motor vehicle crashes. HINs are useful for simply and effectively communicating the highest priority streets that need investment to reduce deaths and serious injuries. To build the HINs, we rely on a sliding window analysis to determine which corridors have the highest densities of serious and/or fatal crashes on the network. We can conduct this task efficiently by using our custom-built Safer Streets Priority Finder tool, developed in 2021 through a USDOT-led program, which automates the sliding windows analysis. In addition, corridors without recent serious or fatal crash history but with similar characteristics to those that do have recent severe crash history will also be identified as secondary corridors for improvement.

Task 3.3: Crash Data Dashboard

A crash data dashboard is helpful to both disseminate information to the public and inform agency decisionmaking. To be successful, the dashboard needs to be grounded in accurate data and have a user-friendly interface. Toole Design has developed data dashboards for a wide variety of transportation projects, and we will work closely with City staff to define requirements for the user interface. The dashboard will be designed using ArcGIS or similar software. Here is an example from a recent, similar project: <u>https://rb.gy/vc89p</u>

Task 3 Deliverables:

- Consolidated GIS data file(s), delivered at the end of the safety analysis
- Memorandum on data collection/consolidation and crash analysis, including up to ten charts, graphs, or infographics depicting key crash trends (draft, revised draft, final)
- Three HIN GIS maps (pedestrian, bicycle, vehicle) and data files
- Crash Data Dashboard: wireframe, draft, and final

Task 4: Engagement and Collaboration

We realize that effective public engagement is not easy; it requires us to meet people where they are, at the times they are available, and in ways that ensure they feel they are a meaningful part of the conversation. Also, we need to make sure we are asking the right questions to get information from the public that is most useful. **Sara Schooley** will lead our public engagement efforts and will work with City staff to craft a strategy to meaningful gain trust with the public and information that will be useful in crafting the SS4A Action Plan.

Sara regularly works with clients on safety strategies, Vision Zero Action Plans, Active Transportation Plans, and Safe Routes to School efforts to create creative engagement strategies that empower and energize the public while also generating useful feedback for the client. Sara also recently completed an Equitable Engagement Toolkit for the East Central Wisconsin Regional Planning Commission, which is an innovative guidebook for helping clients think through the purpose of their engagement, how to engage with underserved residents, and how to honestly integrate feedback. This guidebook can be used throughout this project to ensure that engagement is done well and authentically.

The Toole Design Team will meet with City staff early in the project to develop a strategy to guide engagement with the broad community and a variety of key stakeholders. The Engagement Action Plan will consider, plan, and guide all of the engagement tasks and deliverables identified in Task 5 and how they align and relate to the project's technical tasks. The Engagement Action Plan will identify key stakeholders for the project. Stakeholders may include but are not limited to the following:

- City of Bloomington staff and elected officials
- Monroe County
- State of Indiana (DOT, DOH, State Police)
- Indiana University
- Monroe County Community School Corporation and private schools
- Key advocacy groups
- Developers
- Local engineering firms

The final engagement strategies will be detailed in the Engagement Action Plan. Preliminarily, we propose an online interactive map and survey, launched in the first month of the project, where people can indicate specific locations where they experience safety concerns and share thoughts on key issues and opportunities. Then, we also envision a week-long workshop as the backbone of our engagement and decision-making process for this project. The workshop (dubbed "Safety Week") would take place after the analysis and draft High Injury Network was developed. The goal would be to gather community and stakeholder feedback on general safety concerns and on priority corridors, to identify the top priorities for implementation, and to develop sketch-level design concepts for one priority corridor. Toole Design would have 3-4 staff in town for four days of concentrated collaboration, including:

- An in-person CAC meeting to review the HIN and discuss priority corridors for implementation
- In-person presentation/meeting with City Council or other existing city committees to gather feedback on implementation priorities
- "Pop-up" engagement designed to reach people where they already gather. This could take the form of a table serving coffee and bagels outside of a grocery store in a priority community, on the Indiana University campus in the morning as students are walking to class, or on a regional trail during commuting times for bikers.
- Meetings with community organizations directly such as religious communities, civic organizations, and non-City government agency staff.
- One public open house to discuss safety concerns with the community.
- PMT meetings, design workshops, and "pin-ups" that will result in a prioritized list of corridors for implementation and a sketch-level design concept for at least one corridor

Task 4 Deliverables:

• Engagement Action Plan (further specific deliverables to be determined through the plan, but tentatively include the following

- o An online interactive map and survey (draft, revised draft, final)
- A summary of map/survey feedback, presented via maps and charts in a PowerPoint (draft, final)
- A week-long workshop with daytime and evening events, coordinated in cooperation with City staff, that will result in a prioritized list of corridors and a sketch-level design concept for the top priority corridor

Task 5: Equity Framework

Toole Design proposes developing an equity framework early in the SS4A process that will integrate into the entire plan development process. An equity framework identifies specific priority groups and populations, both in terms of engagement and related to crash risk. It explores how equity will be incorporated in each step of the project deliver, as well as how equity will be considered as part of project implementation following this effort. This approach elevates equity as a lens through which the entire process is carried out. **Jaz Warren** will lead the development and implementation of the equity framework, including planning process integration, strategies, and measures.

Task 5 Deliverables:

• Equity Framework (Draft, Revised, and Final)

Task 6: Policy and Process Review

Led by **Jaz Warren**, Toole Design will review a subset of existing plans, policies, and procedures to identify opportunities to improve how such documents and procedures prioritize safety on the City's transportation system. The plans reviewed will be confirmed by the PMT and may include the following:

- Transportation Plan
- Comprehensive Plan
- Transportation Demand Management Plan
- City Construction Standards
- City Right of Way Management
- City Prioritization for Capital Improvement Program Funding
- City Zoning Code and Practices
- City Boards and Commissions Structure
- Special Assessment Policy

Through the review of these policies and plans (alongside input and analysis completed through prior tasks), Toole Design will develop a list of actions/strategies to be incorporated into the final Action Plan. The actions/strategies may cover topics including plan/policy changes, design guidance, enforcement, education, process, and project development. The draft actions/strategies will be discussed with the PMT and the CAC.

Task 6 Deliverables:

List of draft actions and strategies for incorporation into the Action Plan (draft, revised draft)

Task 7: Strategy and Project Selections

Led by **Dean Chamberlain**, **PE**, Toole Design will identify potential solutions to address safety issues on High Injury Network corridors. Identification of solutions will include a general toolbox of safety measures to consider based on crash and safety contributing factors that could be considered on any High Injury Network corridor. The toolbox will include general definitions, applicability, and application guidance for up to 20 treatments/countermeasures, identified based on their applicability to Bloomington based on the safety analysis and public input.

Our team will help the City identify a Top 5 list of priority corridors, using factors including equity considerations, ease/cost of implementation, whether additional study is needed to determine a preferred alternative, initial public support, initial support of City engineering and public works staff, and whether funding for improvements is already programmed. We will also identify one High Injury Network corridor that is the best candidate for a near-term grant application and develop preliminary design concept graphics. (If the City decides to proceed with the "Safety Week" workshop described above, this priority and the initial design idea will be confirmed that week.) Design ideas for the priority High Injury Network corridor may range from lower-cost, quick-implementation projects (such as flex-post & striping curb extensions) to higher-cost, longer-implementation projects (such as flex-post & striping curb extensions) to higher-cost, longer-implementation projects (such as flex countermeasures. The priority corridor/project may be a good candidate for future SS4A Implementation Grants or could be programmable into the City's Capital Improvements Program using existing funding sources. Preliminary design concept graphics may include up to three images (e.g., cross section, planview image of a typical segment, perspective image of a typical intersection) that can help secure grant funding. (No survey, traffic analysis, or detailed feasibility/right-of-way analysis is assumed as part of this project.)

Task 7 Deliverables:

- General toolbox of safety countermeasures (approximately 20-25 pages, with up to 20 treatments/countermeasures specific to Bloomington's needs)
- Prioritized list of Top 5 High Injury Network corridors
- Design concept graphics (3) for one priority corridor

Task 8: Progress and Transparency

Toole Design staff will assist the City of Bloomington in deciding how to measure and communicate progress over time. This may take the form of either:

- A City webpage that provides periodic updates on safety implementation and performance, or
- An annual report that is presented by City staff to City elected officials helps to inform decision-makers about the trajectory of the program and helps those leaders to allocate appropriate funding to achieve the goals of the project.

Toole Design will also assist the City of Bloomington in identifying the best tool for ongoing progress reporting (consistent with SS4A requirements) and will develop either website copy or a report template. (Our assumption is that web development and hosting would be led by the City).

Task 8 Deliverables:

- Assistance determining effective regular reporting methods and implementation and monitoring strategies
- Development of content/copy, up the budget available for this task, for either a performance reporting web page or an annual report

Task 9: Final Report and Incorporation into Transportation Plan

Our staff will document the process and outcomes of the SS4A Action Plan activities in a comprehensive final document. This will be a standalone document, but we will also make minor changes to the Transportation Plan to reference the new SS4A Action Plan and ensure there are no incompatibilities between the two documents.

This scope of work anticipated three rounds of revisions to the draft SS4A Action Plan:

- The content draft (delivered in Word), for PMT review
- The layout draft (delivered as a PDF), for City staff and stakeholder review
- The public review draft (delivered as a PDF), for public and council review
- The final plan

Our scope assumes the City will provide Toole Design with one set of consolidated, reconciled, actionable edits following each review period. Feedback received will be discussed during our standing PMT meetings. If more time is needed to reconcile conflicting edits, or if the City prefers for Toole Design to spearhead the comment-reconciliation process, please let us know and we will adjust our scope/budget accordingly.

Updates to the City's Transportation Plan will consist of one draft plan document with changes made, one review by City staff, and one final plan for adoption. Please note that we will not rewrite the entire Transportation Plan, add sections to the plan, or make major edits to the plan unless needed to make it compatible with the newly created SS4A Action Plan.

Task 9 Deliverables:

- Safety Action Plan document (Content Draft, Layout Draft, Public Draft, and Final Plan)
- Bulleted list of sections to update in the City's Transportation Plan, for alignment with key takeaways/findings from the Safety Action Plan

Optional Task 10: Preparation of SS4A Implementation Grant Application

As an optional task, Toole Design can prepare one SS4A Implementation Grant Application for submittal for the 2024 SS4A Implementation Grant cycle, likely in July 2024, following the 2024 SS4A Grant Notice of Funding Opportunity (NOFO) requirements. Based on the 2023 SS4A NOFO, the grant application will be limited to 12 pages excluding cover pages and a table of contents. Grant application information will include project overview, project location, response to selection criteria (safety impact, equity, effective practices and strategies, and other DOT strategic goals), and project readiness. The project location and extents will be determined through the results of the Action Plan analysis.

Task 10 Deliverables:

• SS4A Implementation Grant application (Content Draft, Revised Draft, and Final Grant application)

Project Schedule

We believe that the following schedule is attainable based on the scope of work contained within this proposal. If significant adjustments are made to the scope before or during the project, this schedule will adjust according to those changes.

	MONTH													
	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24
Task 1: Project Management					1	1	1					1	I	
Task 2: Leadership Commitment and Goal Setting					1	1			1	1	1	1		
Task 3: Safety Analysis		T			1	I	1	I	I	1	I	1	1	
Task 4: Engagement and Collaboration						T								1
Task 5: Equity Considerations					1	(Լալ	olemer	ntation	n Ongo	oing)	I	1	1	1
Task 6: Policy and Process Changes					1	I		1	1	1	I	1	1	1
Task 7: Strategy and Project Selections											I			
Task 8: Progress and Transparency									-		I			
Task 9: Final Report and Incorporation into Transportation Plan							l	l	l			I		
OPTIONAL Task 10: Preparation of SS4A Implementation Grant Application					1	1	1				1	1		

Project Budget

The following budget reflects the level of effort contained within the scope of services detained in this proposal. Any modifications to the scope will be reflected in an updated project budget.

	Team Hours	Team Fee
Task 1: Project Management	170	\$ 31,865
Task 2: Leadership Commitment and Goal Setting	32	\$ 5,076
Task 3: Safety Analysis	168	\$ 25,958
Task 4: Engagement and Collaboration	417	\$ 64,235
Task 5: Equity Framework	56	\$ 7,692
Task 6: Policy and Process Review	96	\$ 14,114
Task 7: Strategy and Project Selections	172	\$ 28,864
Task 8: Progress and Transparency	84	\$ 11,484
Task 9: Final Report and Incorporation into Transportation Plan	317	\$ 45,878
OPTIONAL Task 10: Preparation of SS4A Implementation Grant Application	148	\$ 21,752
LABOR TOTAL	1660	\$ 256,918
EXPENSES TOTAL		\$ 14,400
GRAND TOTAL		\$271,318

The SS4A Action Plan is an important effort and one that requires the expedient work, leadership, technical proficiency, national expertise, and local knowledge that the Toole Design team brings. If you have any questions, please contact our Project Manager, Dean Chamberlain, at 612-584-4094 ext. 241 or <u>dchamberlain@tooledesign.com</u>.

Sincerely,

iard Schlichting

Ciara Schlichting | Director of Operations, Midwestern US

TOOLE DESIGN

212 3rd Avenue N., Suite 352 | Minneapolis, MN 55401 <u>cschlichting@tooledesign.com</u> | 612.584.4096 x501



Board of Public Works Staff Report

Project/Event:	Request from Scannell Properties for temporary lane restrictions on E Longview Ave
Staff Representative:	Paul Kehrberg
Petitioner/Representative:	Craig Miller, Scannell Properties
Date:	June 20, 2023

Report: Scannell Properties is currently constructing the Curry Urban mixed use project at 2851 E Longview Ave. They are requesting a temporary lane closure on E Longview Ave for unloading. The closure will be from 8 am to 11 am for 10 days between July 5th and July 25th, 2023. Flaggers will be in place for the lane closures.



Headquarters 8801 River Crossing Blvd. Suite 300 Indianapolis, IN 46240 tel: 317.843.5959 fax:317.843.5957 Offices Alexandria Boston Chicago Dallas Denver Kansas City Minneapolis

San Francisco

Antwerp Düsseldorf London Milan Paris Würzburg

June 14, 2023

Re: Scannell Multifamily Project - Temporary Lane Restriction on Longview Avenue

Dear Neighbor:

Scannell Properties is building a mixed-use project at 2851 East Longview Avenue. In order to facilitate the ongoing construction and completion of the project, and ensure the safety of both the general public and the construction personnel, Scannell is working with the City of Bloomington to temporarily close one lane of traffic of Longview Ave., between the hours of 8:00a and 11:00a., between July 5, 2023 and July 25, 2023. Flaggers will be provided during these hours, in order to safely allow traffic to travel in both directions on Longview, with minimal delays.

Scannell is working with the City of Bloomington Engineering department to limit the impact to you and your neighbors, and we will be discussing our ongoing plans in more detail during the upcoming Board of Public Works meeting on Tuesday, June 20, 2023 at 5:30p. If you wish to attend in person, the meeting will be held in the Council Chambers at City Hall, 401 N. Morton Street. Alternatively, please also find information on joining the meeting remotely on the reverse of this letter.

Kind Regards,

Craig Miller Vice President of Project Management

Cc: Paul Kehrberg – City of Bloomington Engineering Tyler Curry – Curry Urban Properties Tom Jasin – Development Manager, Scannell Properties Chris Junken – Project Manager, Shiel Sexton Dave Lawrence – Superintendent, Shiel Sexton

Join Zoom Meeting

https://bloomington.zoom.us/j/88254648258?pwd=VIB3R2ZyWVdtRS9UOUt1eTZwRUFBdz09

Meeting ID: 882 5464 8258 Passcode: 951574

Dial by your location

+1 301 715 8592 US (Washington DC) +1 305 224 1968 US +1 309 205 3325 US +1 312 626 6799 US (Chicago) +1 646 931 3860 US +1 929 205 6099 US (New York) +1 386 347 5053 US +1 507 473 4847 US +1 564 217 2000 US +1 669 444 9171 US +1 669 900 6833 US (San Jose) +1 689 278 1000 US +1 719 359 4580 US +1 253 205 0468 US +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) +1 360 209 5623 US Meeting ID: 882 5464 8258 Passcode: 951574 Find your local number: https://bloomington.zoom.us/u/kcbS4kGNAQ



Headquarters

8801 River Crossing Blvd. Suite 300 Indianapolis, IN 46240 tel: 317.843.5959 fax:317.843.5957 Offices Alexandria Boston Chicago Dallas Denver Kansas City Minneapolis San Francisco

Antwerp Düsseldorf London Milan Paris Würzburg

June 14, 2023

Via Electronic Delivery

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

Re: Scannell Multifamily Project - Lane Restrictions on Longview Avenue

Dear Board Members:

Scannell Properties (Scannell) is building a mixed-use project at 2851 East Longview Avenue. In order to facilitate the ongoing construction and completion of this project, Scannell is respectfully requesting to temporarily close one lane of traffic of Longview Ave., between the hours of 8:00a and 11:00a, between July 5, 2023 and July 25, 2023. Flaggers will be provided during these hours, in order to safely allow traffic to travel in both directions on Longview, with minimal delays.

Scannell respectfully requests that the Board of Public Works approves the closure referenced above.

Kind Regards,

Craig Miller Vice President of Project Management

Cc: Paul Kehrberg – City of Bloomington Engineering Tom Jasin – Development Manager, Scannell Properties Chris Junken – Project Manager, Shiel Sexton Dave Lawrence – Superintendent, Shiel Sexton





– 42"-48" TALL CHAINLINK FENCE PANELS W/ PURLIN CLAMPS

- ORANGE 24"W X 42"T X 72"L POLYETHYLENE JERSEY BARRIER WEIGHTED WITH SAND OR WATER. ADD 4-6 OZ CALCIUM CHLORIDE PER GALLON OF WATER FOR FREEZING TEMPERATURES

MAINTENANCE OF TRAFFIC NOTES

. CONTRACTOR TO FOLLOW INDIANA DEPARTMENT OF TRANSPORTATION PERMIT SECTION TRAFFIC CONTROL QUICK REFERENCE GUIDE ON THIS SHEET (WORK ON PAVED SHOULDERS >8FT) FOR CONSTRUCTION SIGNAGE, CHANNELIZATION AND TAPERS. SEE TYPICAL CROSS SECTION ON THIS SHEET AS WELL FOR TEMPORARY STRIPING, BARRELS WITHIN CONSTRUCTION AREA, AND REQUIRED LANES TO REMAIN OPEN DURING CONSTRUCTION.

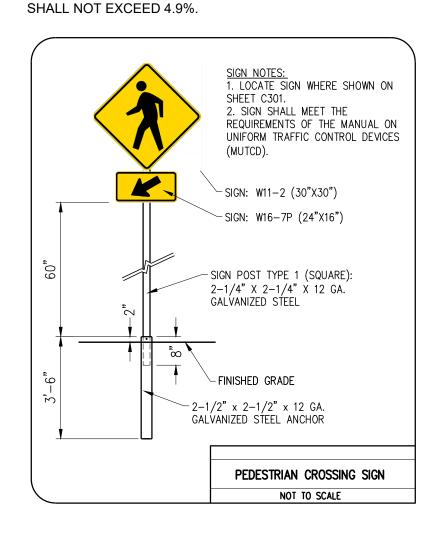
2. BRIDGING NOTE: WHEN BACKFILLING OPERATIONS OF AN EXCAVATION ACROSS A TRAFFIC LANE CANNOT BE COMPLETED WITHIN A WORKDAY, STEEL PLATE BRIDGING WITH NON-SKID SURFACE AND SHORING WILL BE REQUIRED TO PRESERVE VEHICLE TRAFFIC FLOW. BRIDGING SHALL BE SECURED BY THE USE OF CLEATS, DOWELS AND/OR SHIMS TO PREVENT MOVEMENT AND PROVIDE SMOOTH TRANSITIONS.

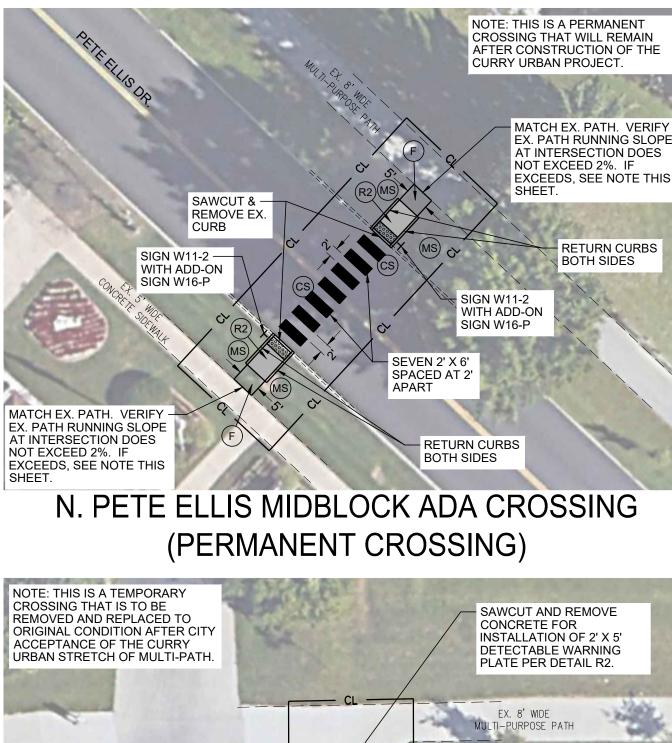
3. FLASHING WARNING LIGHTS AND/OR FLAGS MAY BE USED TO CALL ATTENTION TO THE ADVANCE WARNING SIGNS.

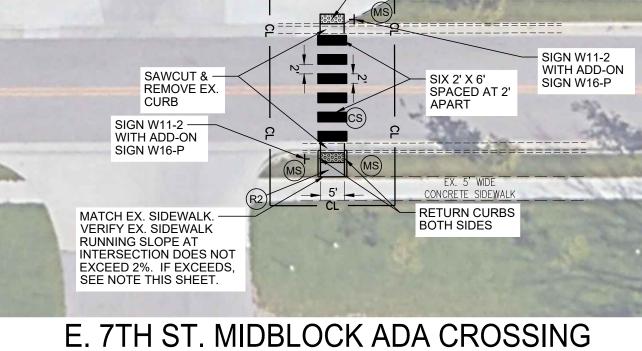
4. WHEN USED, THE "BE PREPARED TO STOP" SIGN SHOULD BE LOCATED BETWEEN THE "FLAGGER" SIGN AND THE "ONE LANE ROAD" SIGN. 5. AT NIGHT, FLAGGER STATIONS SHALL BE ILLUMINATED, EXCEPT IN

EMERGENCIES.

SIDEWALK NOTE: IF THE RUNNING SLOPE OF THE EXISTING SIDEWALK OR MULTI-PURPOSE PATH EXCEEDS 2% AT THE INTERSECTION WITH THE NEW SIDEWALK THEN THE NEW SIDEWALK CROSS SLOPE WILL EXCEED 2% AND IS NOT ACCEPTABLE. CONTRACTOR SHALL SAWCUT, REMOVE AND REPLACE A PORTION OF THE EXISTING SIDEWALK OR PATH UPSLOPE AND DOWNSLOPE OF THE INTERSECTION TO ACHIEVE A SLOPE LESS THAN 2%. THE MAXIMUM UP AND DOWNSLOPE OF THE REPLACED SIDEWALK OR PATH







(TEMPORARY CROSSING)

12/27/21-1/16/22 DURING PETE ELLIS DR. CLOSURE SIGNS: M4-9S DETOUR WITH SRAIGHT ARROW. ADD SIGN STATING "PETE ELLIS DR."

-12/27/21-1/16/22 DURING PETE ELLIS DR. CLOSURE SIGNS: M4-9L DETOUR WITH LEFT ARROW. ADD SIGN STATING "PETE ELLIS DR."

12/27/21-1/16/22 DURING PETE ELLIS DR. CLOSURE SIGNS: M4-9R DETOUR WITH RIGHT ARROW. ADD SIGN STATING "PETE ELLIS DR."

JERSEY BARRIERS W/ FENCE ALONG CURB LINE

45. 81

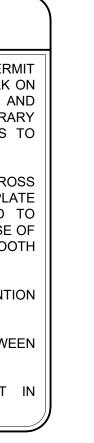
AHEAD

DURING PETE ELLIS DR. CLOSURE SIGNS: M4-9S DETOUR WITH SRAIGHT ARROW. ADD SIGN STATING "PETE ELLIS DR."

and the second

REMOVE EXISTING DOUBLE YELLOW CENTERLINE AND RESTRIPE WITH SINGLE SOLID YELLOW LINE TO PROVIDE TWO 10 FT WIDE LANES

-12/27/21-1/16/22 DURING PETE ELLIS DR. CLOSURE SIGNS: M4-9R DETOUR WITH RIGHT ARROW. ADD SIGN STATING "PETE ELLIS DR."

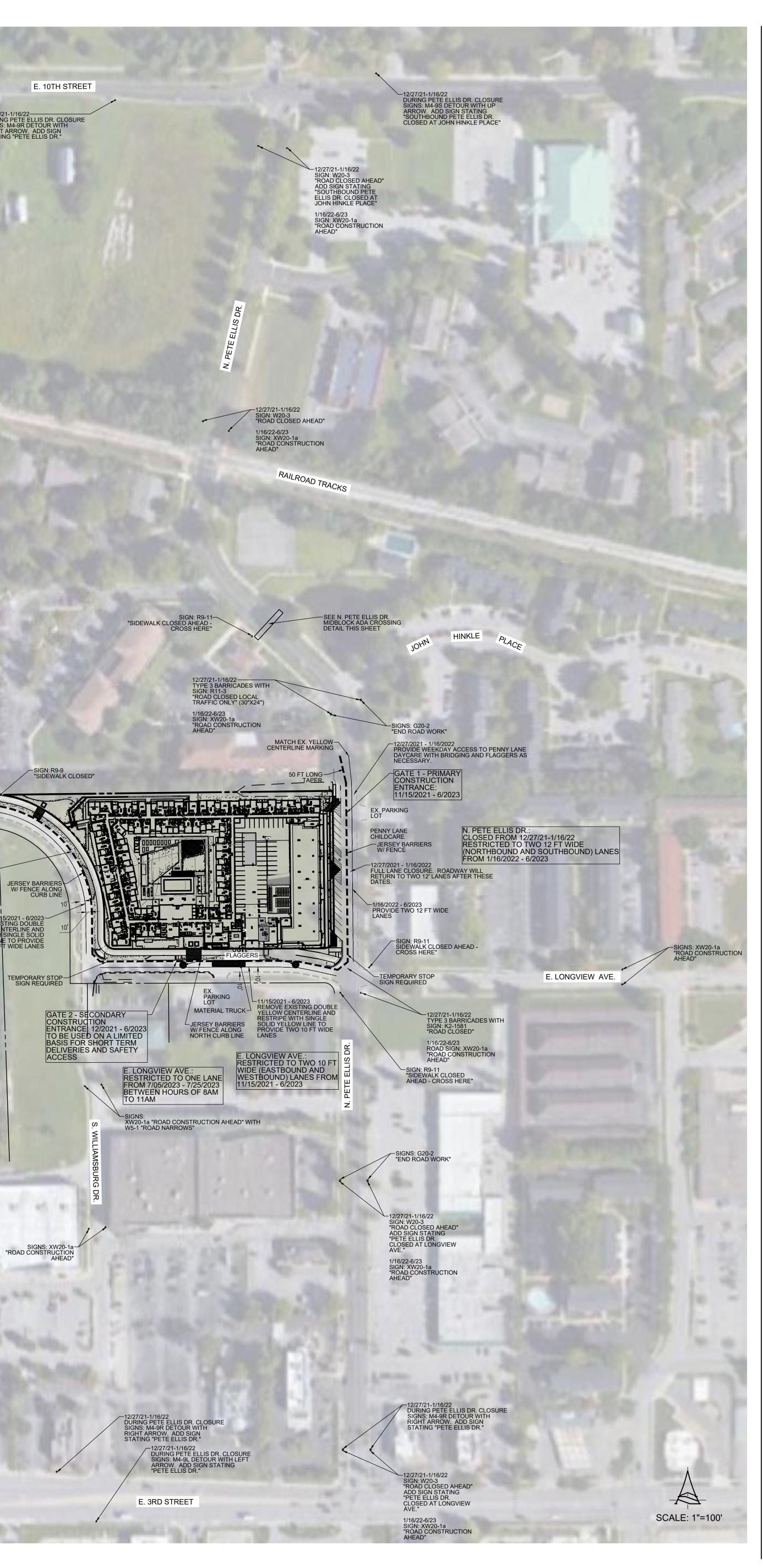


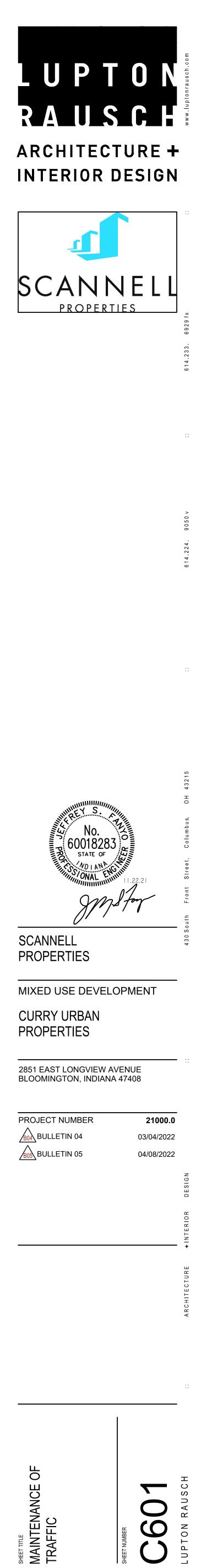






SIGN: R9-11 "SIDEWALK CLOSED AHEAD -CROSS HERE"







CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

□ ROW EXCAVATION I ROW USE

ADDRESS OF ROW ACTIVITY: 2851 E. Longview

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

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

A. APPLICANT/AGENT INFORMATION:	D. TRAFFIC CONTROL DEVICES*:
APPLICANT NAME: Chris Junken	□ CONES □ ARROWBOARD
E-MAIL: cjunken@shielsexton.com	□ LIGHTED BARRELS □ TYPE 3 BARRICADES
COMPANY: Shiel Sexton Co.	☑ FLAGGERS
ADDRESS: 902 N. Capitol Ave.	*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND
CITY, STATE, ZIP: Indianapolis, IN 46204	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
24-HR EMERGENCY CONTACT NAME: Dave Lawrence	site plan if needed or you can submit a separate sheet
24-HR CONTACT PHONE #: (317) 710-4835	E. METERED PARKING SPACES NEEDED: 🗆 Y 🖾 N
INSURANCE #*: Attached COMPANY: Shiel Sexton	IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/
BOND#*: On file COMPANY: Shiel Sexton	moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436
* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED	F. IS THIS A CBU* COUNTY* I IU* NP* PROJECT?
SUBCONTRACTOR INFORMATION	PROJECT NAME:
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)	PROJECT #:
COMPANY NAME: Road Safe	PROJECT MGR.:
B. WORK DESCRIPTION:	PROJECT MGR. #:
□ POD/DUMPSTER □ CRANE □ SCAFFOLDING ☑ CONSTRUCTION USE*	*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY
(EXPLAIN): Temp lane closure for material offload	G. EXCAVATIONS:
EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND	SQ FT OF PAVEMENT EXCAVATIONS :
C. RIGHT OF WAY TO BE USED/CLOSED:	*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS
STREET NAME 1: Longview Ave.	SQ FT OF NON-PAVEMENT* EXCAVATIONS:
1ST INTERSECTING STREET NAME:Pete Ellis Dr.	*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE
2ND INTERSECTING STREET NAME: 7th st.	LINEAL FT OF BORE*:
□ ROAD CLOSURE ⊠ LANE CLOSURE 1 ⊠ 2 □ 3 □	# OF POLE INSTALLATIONS/REMOVAL:
□ SIDEWALK* □ BIKE LANE □ OTHER	SQ FT OF SIDEWALK RECONSTRUCTION*:
TRANSIT STOP? □ Y ⊠ N PARKING LANE(S)** □ Y ⊠ N **NON-METERED	*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED
START DATE: 7/5/2023 END DATE: 7/25/2023 # OF DAYS*: 10	SQ FT OF SIDEWALK NEW CONSTRUCTION*:
10 days over the course of this period	*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE
STREET NAME 2:	#RESIDENTIAL DRIVEWAY INSTALLATION:
1ST INTERSECTING STREET NAME:	TO SUBMIT A LOCATE REQUEST 24 HRS A DAY,
2ND INTERSECTING STREET NAME:	7 DAYS A WEEK CALL 811 OR 800-382-5544
□ ROAD CLOSURE □ LANE CLOSURE 1 □ 2 □ 3 □	CALL 2 WORKING DAYS BEFORE YOU DIG.
□ SIDEWALK* □ BIKE LANE □ OTHER	ITS THE LAW.
TRANSIT STOP? □ Y □ N PARKING LANE(S)** □ Y □ N **non-metered	H. INDEMNIFICATION AGREEMENT:
START DATE: END DATE: # OF DAYS*:	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
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW	 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
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM	right-of-way use pursuant to this permit grant.
STANDARD CLOSURE HOURS □ *NON-STANDARD CLOSURE HOURS ⊠	I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.
REQUESTED CLOSURE HOURS: <u>8:00</u> AM - <u>11:00</u> PM AM	PRINT NAME: Chris Junken
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process	SIGNATURE: CA Do
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)	DATE: 5/26/2023

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____

□ BPW □ City Engineer □ Director Date:_____

Staff Representative: _____ Phone#: _____ Date:___

PAGE 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/7/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.											
IMPORTANT: If the certificate holder the terms and conditions of the policy certificate holder in lieu of such endor	, cert	ain p	olicies may require an en								
PRODUCER				CONTAC NAME:	^{эт} Melissa Kr	amer					
EPIC Insurance Midwest			-	PHONE (A/C, No, Ext): 317-706-9500 FAX (A/C, No): 317-706-9988							
600 E 96th St Suite 400 Indianapolis IN 46240			-	E-MAIL ADDRESS: melissa.kramer@epicbrokers.com							
			-	INSURER(S) AFFORDING COVERAGE NAIC #							
			-	INSURF		surance Com		10178			
INSURED			SHIESEX1			nion Insuranc		27960			
Shiel Sexton Company Inc.			-				nce Company	10677			
MBA Leasing, Inc. 902 N. Capitol Avenue			-				ance Company	23841			
Indianapolis IN 46204			-			ance America		24554			
			-			enix Insuranc	,	25623			
COVERAGES CEF	TIFIC	CATE	E NUMBER: 804718919	moone			REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES		-		/E BEEN	N ISSUED TO			OLICY PERIOD			
INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	PERT POLI	AIN, CIES.	THE INSURANCE AFFORDE	ED BY 1	THE POLICIE	S DESCRIBED	D HEREIN IS SUBJECT TO ALL				
INSR LTR TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
B X COMMERCIAL GENERAL LIABILITY	Y	Y	COOG24646580008		9/1/2021	9/1/2022		00,000			
CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence) \$300	,000			
							MED EXP (Any one person) \$ 10,	000			
							PERSONAL & ADV INJURY \$ 1,0	00,000			
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,0	00,000			
X POLICY X PRO- JECT LOC							PRODUCTS - COMP/OP AGG \$ 2,0	00,000			
OTHER:							\$				
A AUTOMOBILE LIABILITY	Y	Y	CA100049179		9/1/2021	9/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,0	00,000			
X ANY AUTO							BODILY INJURY (Per person) \$				
ALL OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident) \$				
X HIRED AUTOS X NON-OWNED AUTOS							PROPERTY DAMAGE \$				
							\$				
C UMBRELLA LIAB OCCUR			EXS0588338		9/1/2021	9/1/2022	EACH OCCURRENCE \$ 1,0	00.000			
X EXCESS LIAB CLAIMS-MADE							AGGREGATE \$ 1,0	00,000			
DED X RETENTION \$ 0							\$				
D WORKERS COMPENSATION		Y	011326634		9/1/2021	9/1/2022	X PER OTH- STATUTE ER				
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE	1							00,000			
OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N/A						E.L. DISEASE - EA EMPLOYEE \$1,0				
If yes, describe under DESCRIPTION OF OPERATIONS below		L						00,000			
E 2nd Excess Layer F Leased & Rented Equipment			US00102206LI21A 6609K051449		9/1/2021 9/1/2021	9/1/2022 9/1/2022	\$10M Occurrence \$10 \$1,000,000 Per \$2,500 Deductible	M Aggregate Item			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The General Liability policy provides Additional Insured status including Completed Operations and Waiver of Subrogation if required by written contract. The General Liability policy is Primary and Non-Contributory if required by written contract. The Auto Liability policy provides Additional Insured status and Waiver of Subrogation if required by written contract. The Workers Compensation policy provides a Waiver of Subrogation if required by written contract and available by state law. General Liability provides 30 Day Notice of Cancellation (10 Day Notice for Nonpayment of Premium.) Curry Urban Properties and City of Bloomington as Additional Insured as pertains for work performed by or behalf of the Named Insured.											
CERTIFICATE HOLDER				CANC	ELLATION						
Curry Urban Properties 2851 East Longview Ave. Bloomington IN 47408											
John St. Flym											
I				U	 © 19	88-2014 AC	ORD CORPORATION. All ri	ahts reserved.			

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– 42"-48" TALL CHAINLINK FENCE PANELS W/ PURLIN CLAMPS

- ORANGE 24"W X 42"T X 72"L POLYETHYLENE JERSEY BARRIER WEIGHTED WITH SAND OR WATER. ADD 4-6 OZ CALCIUM CHLORIDE PER GALLON OF WATER FOR FREEZING TEMPERATURES

MAINTENANCE OF TRAFFIC NOTES

. CONTRACTOR TO FOLLOW INDIANA DEPARTMENT OF TRANSPORTATION PERMIT SECTION TRAFFIC CONTROL QUICK REFERENCE GUIDE ON THIS SHEET (WORK ON PAVED SHOULDERS >8FT) FOR CONSTRUCTION SIGNAGE, CHANNELIZATION AND TAPERS. SEE TYPICAL CROSS SECTION ON THIS SHEET AS WELL FOR TEMPORARY STRIPING, BARRELS WITHIN CONSTRUCTION AREA, AND REQUIRED LANES TO REMAIN OPEN DURING CONSTRUCTION.

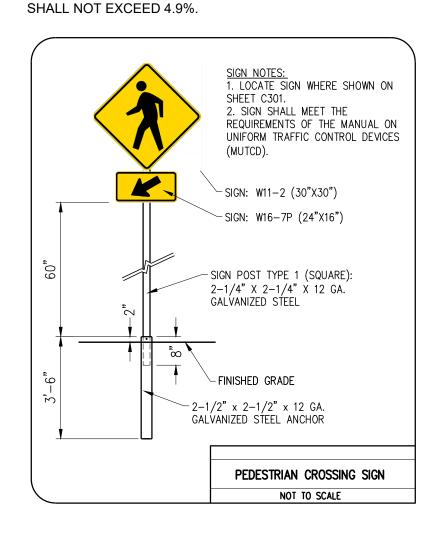
2. BRIDGING NOTE: WHEN BACKFILLING OPERATIONS OF AN EXCAVATION ACROSS A TRAFFIC LANE CANNOT BE COMPLETED WITHIN A WORKDAY, STEEL PLATE BRIDGING WITH NON-SKID SURFACE AND SHORING WILL BE REQUIRED TO PRESERVE VEHICLE TRAFFIC FLOW. BRIDGING SHALL BE SECURED BY THE USE OF CLEATS, DOWELS AND/OR SHIMS TO PREVENT MOVEMENT AND PROVIDE SMOOTH TRANSITIONS.

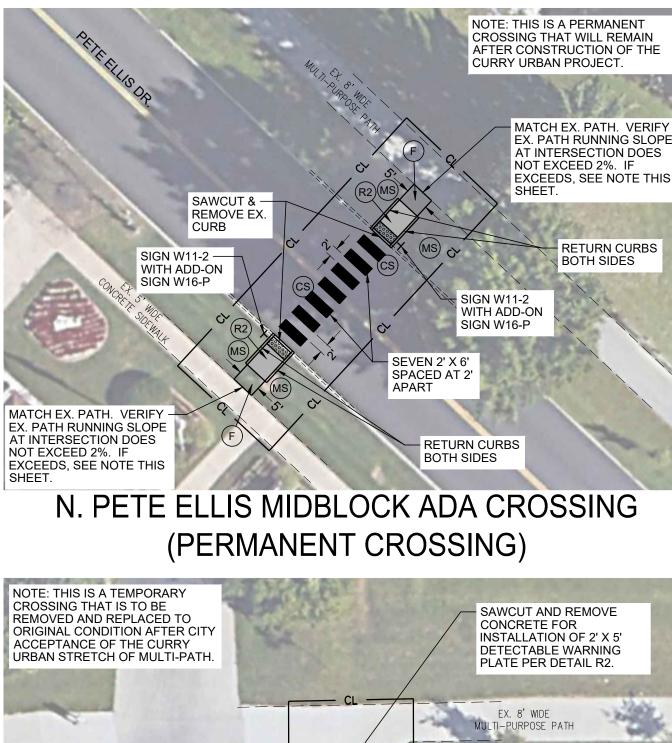
3. FLASHING WARNING LIGHTS AND/OR FLAGS MAY BE USED TO CALL ATTENTION TO THE ADVANCE WARNING SIGNS.

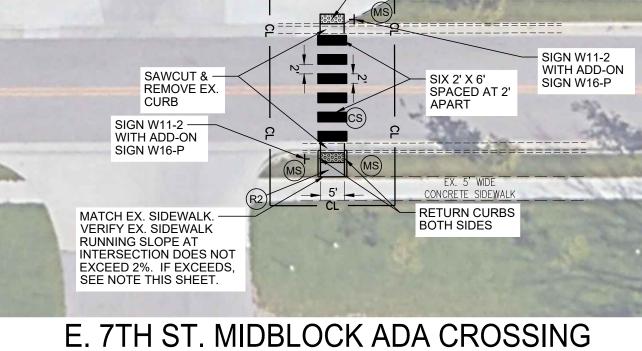
4. WHEN USED, THE "BE PREPARED TO STOP" SIGN SHOULD BE LOCATED BETWEEN THE "FLAGGER" SIGN AND THE "ONE LANE ROAD" SIGN. 5. AT NIGHT, FLAGGER STATIONS SHALL BE ILLUMINATED, EXCEPT IN

EMERGENCIES.

SIDEWALK NOTE: IF THE RUNNING SLOPE OF THE EXISTING SIDEWALK OR MULTI-PURPOSE PATH EXCEEDS 2% AT THE INTERSECTION WITH THE NEW SIDEWALK THEN THE NEW SIDEWALK CROSS SLOPE WILL EXCEED 2% AND IS NOT ACCEPTABLE. CONTRACTOR SHALL SAWCUT, REMOVE AND REPLACE A PORTION OF THE EXISTING SIDEWALK OR PATH UPSLOPE AND DOWNSLOPE OF THE INTERSECTION TO ACHIEVE A SLOPE LESS THAN 2%. THE MAXIMUM UP AND DOWNSLOPE OF THE REPLACED SIDEWALK OR PATH







(TEMPORARY CROSSING)

12/27/21-1/16/22 DURING PETE ELLIS DR. CLOSURE SIGNS: M4-9S DETOUR WITH SRAIGHT ARROW. ADD SIGN STATING "PETE ELLIS DR."

-12/27/21-1/16/22 DURING PETE ELLIS DR. CLOSURE SIGNS: M4-9L DETOUR WITH LEFT ARROW. ADD SIGN STATING "PETE ELLIS DR."

12/27/21-1/16/22 DURING PETE ELLIS DR. CLOSURE SIGNS: M4-9R DETOUR WITH RIGHT ARROW. ADD SIGN STATING "PETE ELLIS DR."

JERSEY BARRIERS W/ FENCE ALONG CURB LINE

45. 81

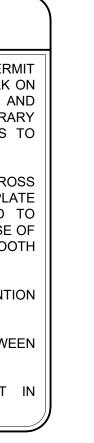
AHEAD

DURING PETE ELLIS DR. CLOSURE SIGNS: M4-9S DETOUR WITH SRAIGHT ARROW. ADD SIGN STATING "PETE ELLIS DR."

and the second

REMOVE EXISTING DOUBLE YELLOW CENTERLINE AND RESTRIPE WITH SINGLE SOLID YELLOW LINE TO PROVIDE TWO 10 FT WIDE LANES

-12/27/21-1/16/22 DURING PETE ELLIS DR. CLOSURE SIGNS: M4-9R DETOUR WITH RIGHT ARROW. ADD SIGN STATING "PETE ELLIS DR."

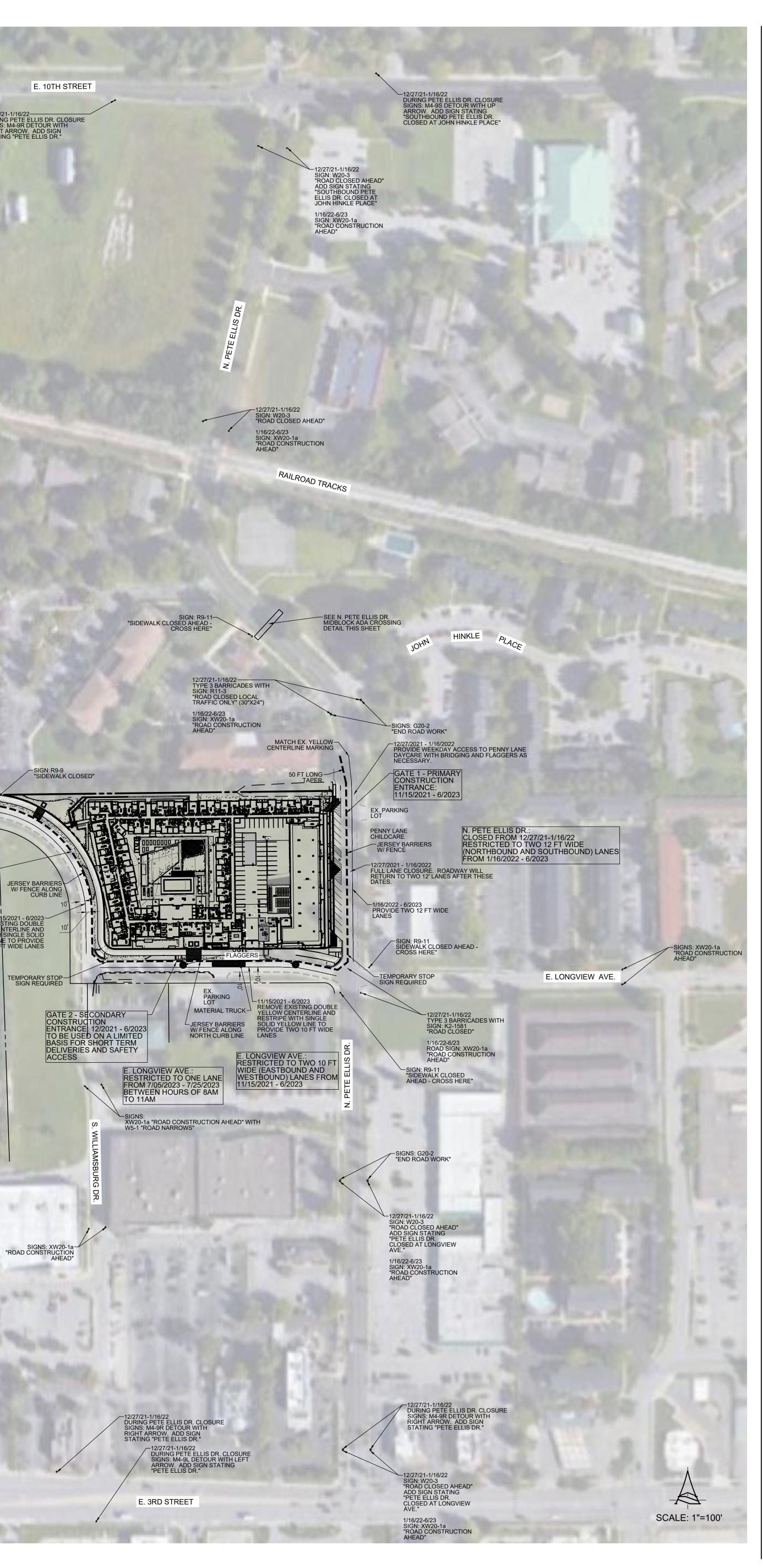


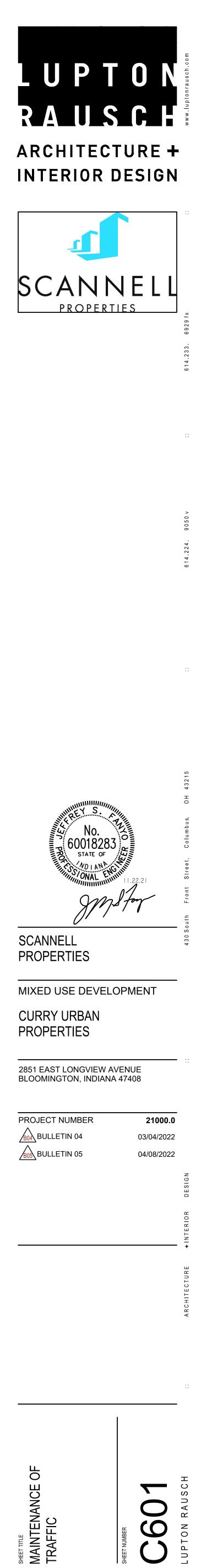






SIGN: R9-11 "SIDEWALK CLOSED AHEAD -CROSS HERE"







Board of Public Works Staff Report

Project/Event:Atlantic Engineering Group (AEG)Staff Representative:Alex GrayPetitioner/Representative:Bret SimonsDate:June 20th, 2023

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 June 23rd through the 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 1 area project to be granted through this BPW meeting. The following area includes...

E John Hinkle PI This runs from N Pete Ellis Dr along E John Hinkle PI and connects to E 10th St. AEG is working with INDOT for work on E 10th St.



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

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

Dear Board Members,

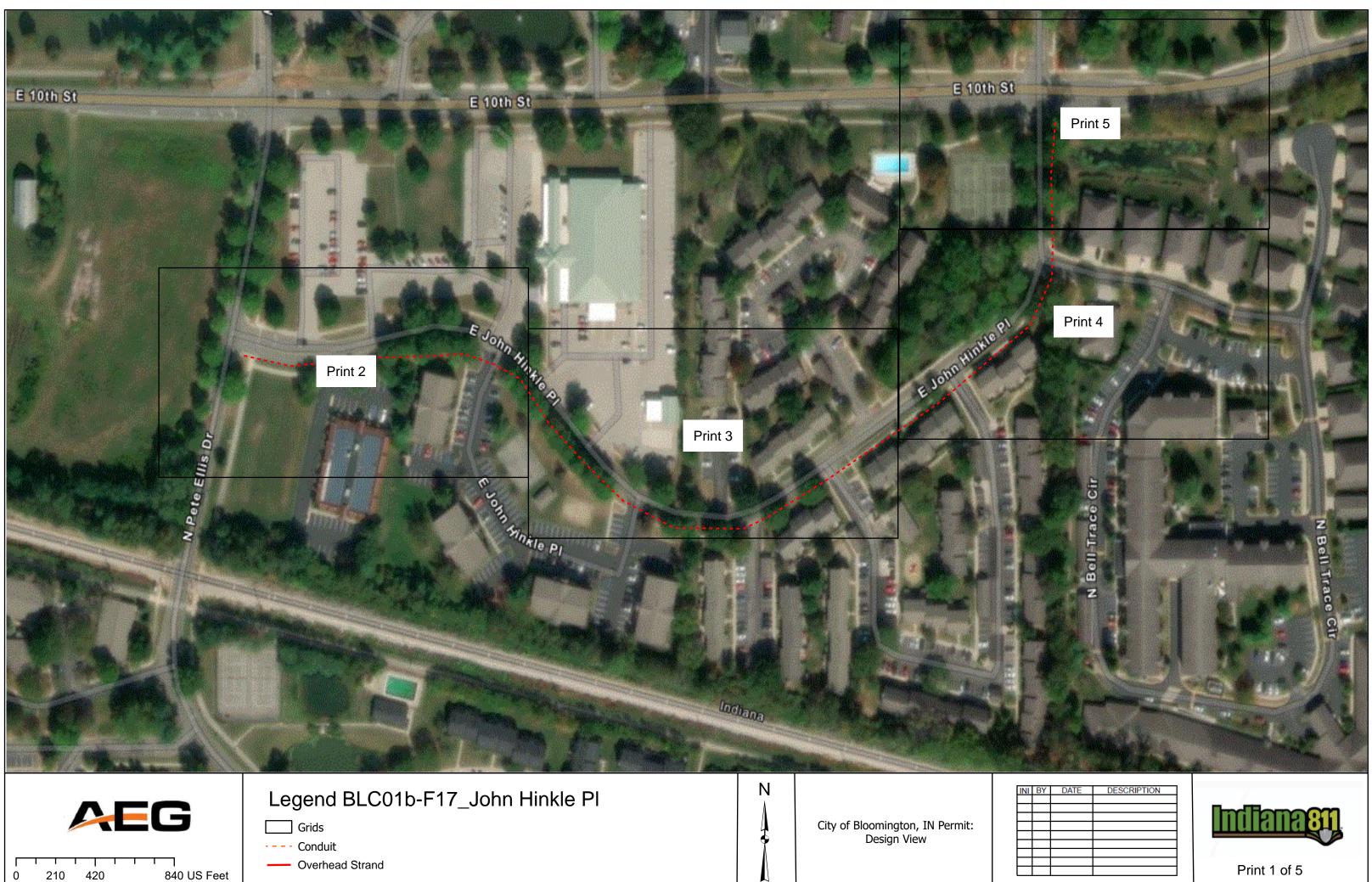
Atlantic Engineering Group is planning a large FTTH project across the entire City of Bloomington. This work will take place at different locations throughout the year. In order to facilitate these up coming projects, AEG is respectfully requesting access to the ROW as planned out in the submitted permits.

Weekday summer hours will be from 8-7pm. Saturday summer hours will be from 8-5pm. This will only be restoration, splicing and/or cable pulling and some boring.

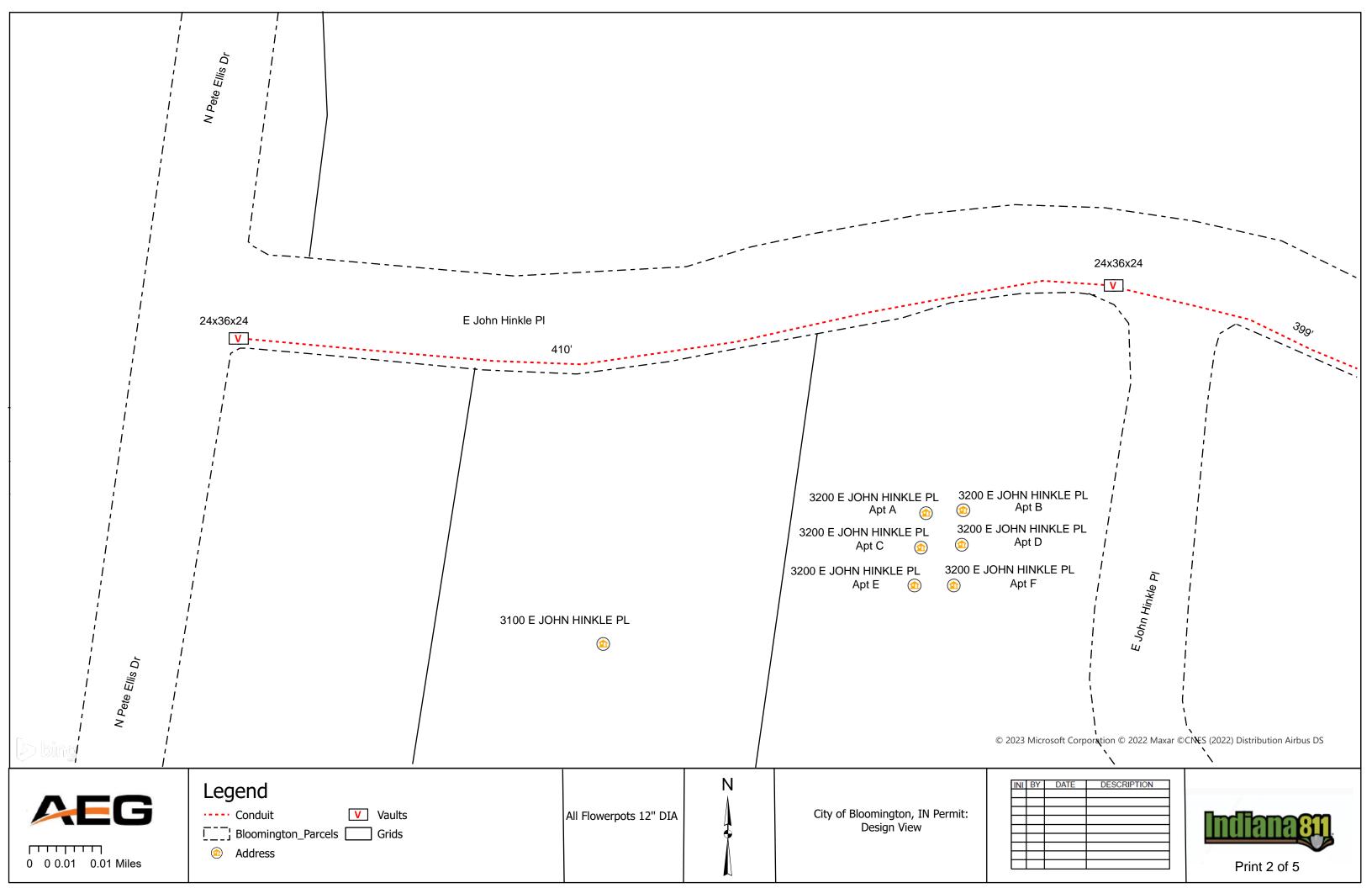
Traffic control plans will be attached to each permit. No long-term road closures or sidewalk closures are expected. Signs and flaggers will be present when needed and move with the project as it moves throughout the city. The areas will all be identified on the plans we submit to the cities Engineering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

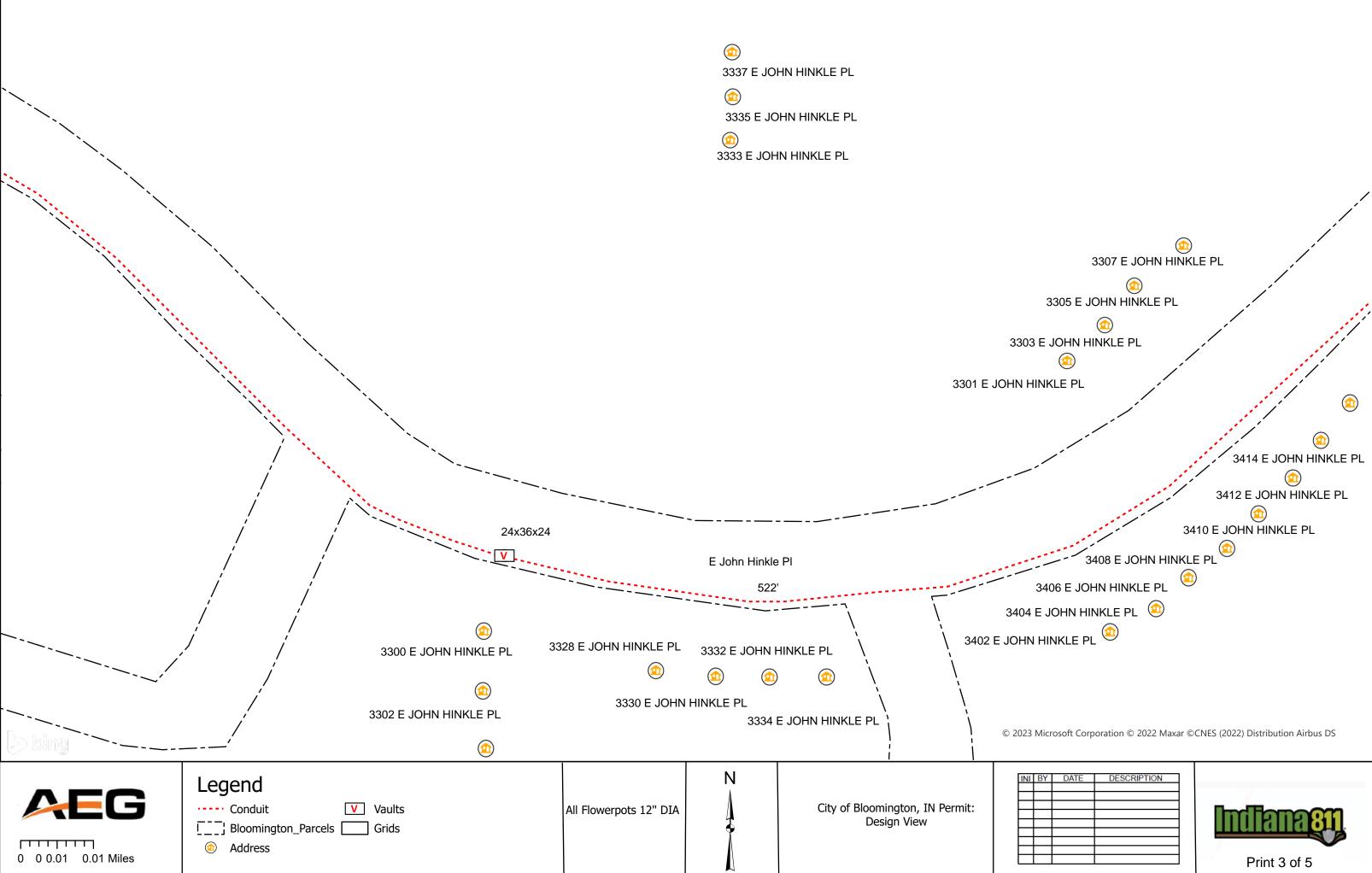
Proper door hangers will be placed prior to the construction starting in a particular area. The door hangers will provide information about the construction and contact information if any issues arise.

Bret Simons Project Coordinator Atlantic Engineering Group

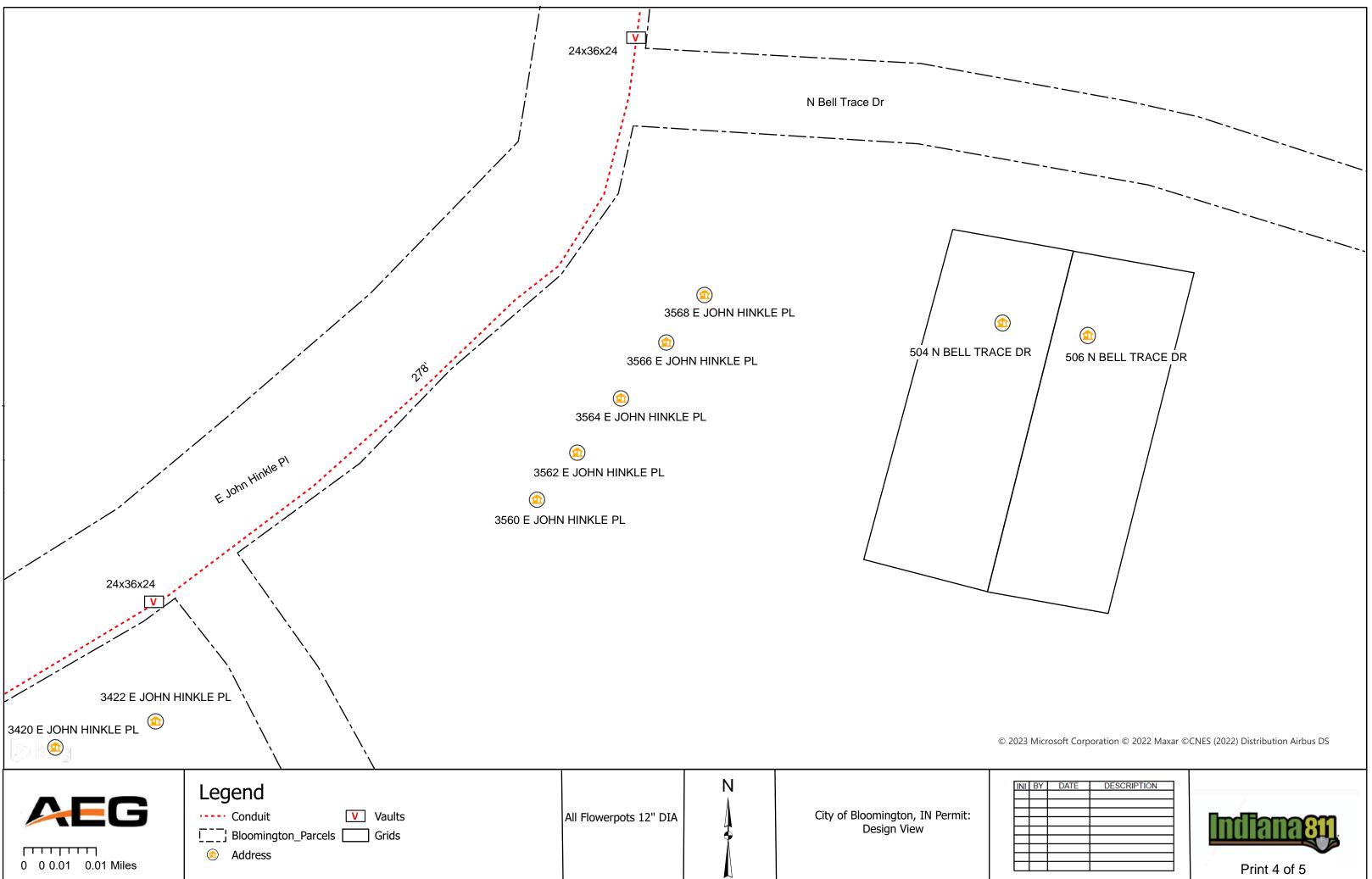


Legend BLC01b-F17_John Hinkle PI	
Grids	
Conduit	
Overhead Strand	

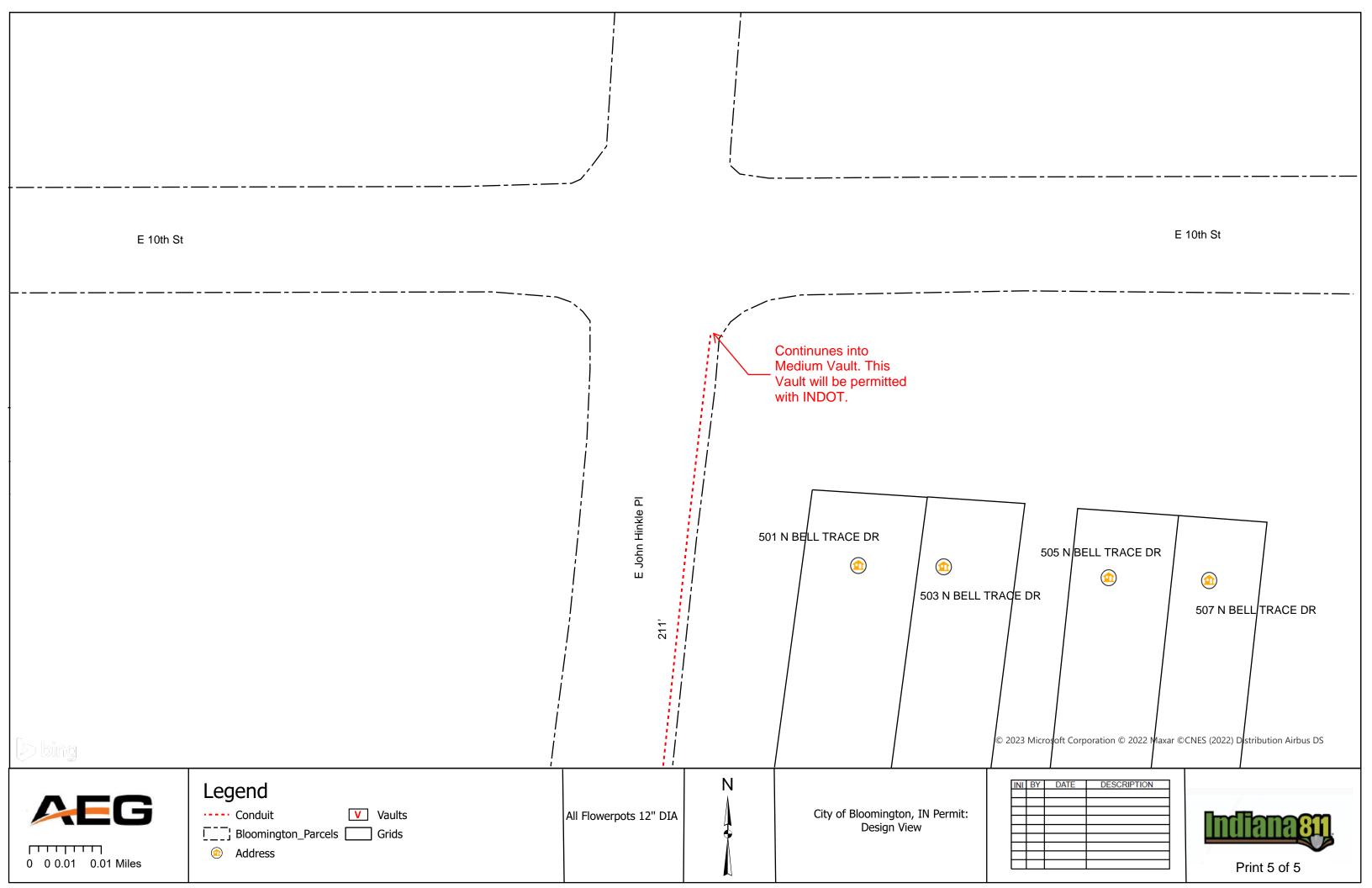


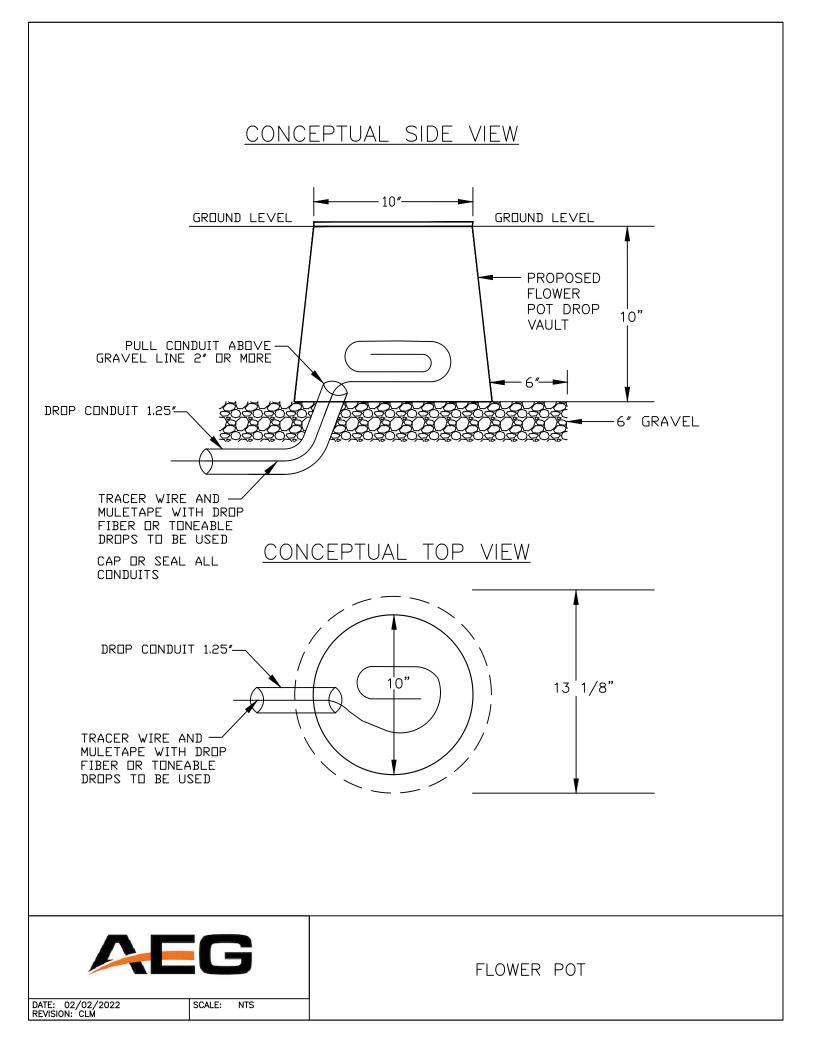


INI	BY	DATE	DESCRIPTION

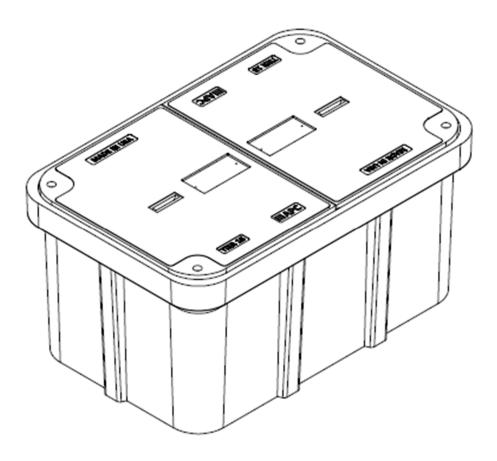


INI	BY	DATE	DESCRIPTION
\vdash			









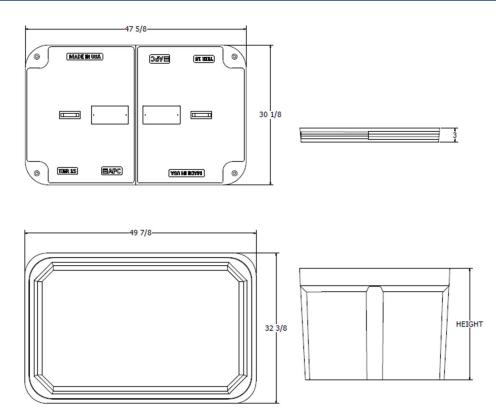
Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit – TIER 15	30"×48"×18"	Tier 15	P304818HU15	460 lbs.
PC Unit – TIER 22	30"×48"×18"	Tier 22	P304818HU22	525 lbs.
PC Unit – TIER 15	30"×48"×24"	Tier 15	P304824HU15	510 lbs.
PC Unit – TIER 22	30"×48"×24"	Tier 22	P304824HU22	575 lbs.
PC Unit – TIER 15	30"×48"×36"	Tier 15	P304836HU15	615 lbs.
PC Unit – TIER 22	30"×48"×36"	Tier 22	P304836HU22	680 lbs.



18", 24", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	30"×48"×18"	Tier 22	P304818B22	185 lbs.
Replacement Box	30"×48"×24"	Tier 22	P304824B22	235 lbs.
Replacement Box	30"×48"×36"	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.

Hex H	lead
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<u>Bolt options</u>



Penta Head



Auger Thread

Machine Thread



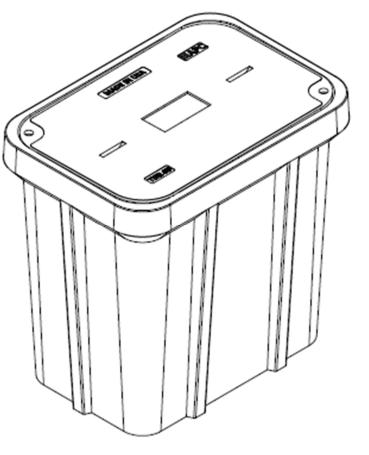




www.apcunderground.com

Description	Nominal Size	ANSI Tier	Part Number	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.

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.
	\bigcirc \land \lor \neg \bigcirc \bigcirc $?$	T:		

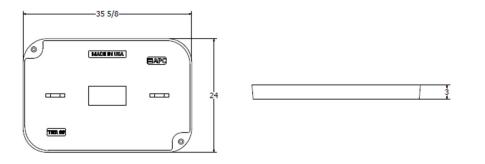


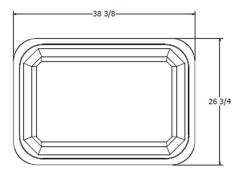
AMERICAN POLYMER COMPANY

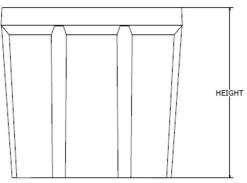
24"x36" PC UNIT, TIER 15/22 18", 24", 30", and 36" HEIGHT











Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	24"×36"×18"	Tier 22	P243618B22	165 lbs.
Replacement Box	24"×36"×24"	Tier 22	P243624B22	195 lbs.
Replacement Box	24"×36"×30"	Tier 22	P243630B22	225 lbs.
Replacement Box	24"×36"×36"	Tier 22	P243636B22	255 lbs.
Replacement Lids - T15	24"×36"	Tier 15	Various	170 lbs.
Replacement Lids - T22	24 " ×36"	Tier 22	Various	190 lbs.

<u>Bolt options</u>





Penta Head



Machine Thread



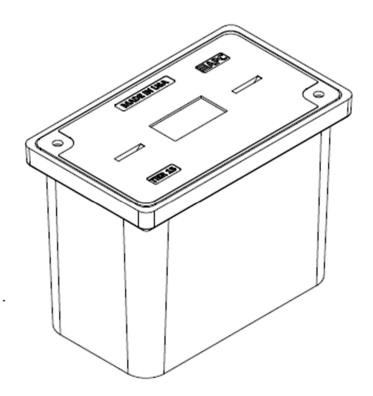






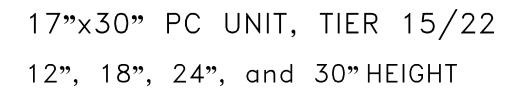
www.apcunderground.com



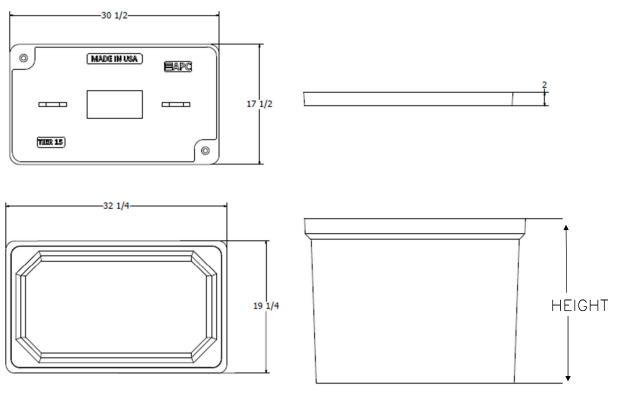


Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit – TIER 15	17"x30"x12"	Tier 15	P173012U15	138 lbs.
PC Unit – TIER 22	17"x30"x12"	Tier 22	P173012U22	147 lbs.
PC Unit – TIER 15	17"x30"x18"	Tier 15	P173018U15	172 lbs.
PC Unit – TIER 22	17"x30"x18"	Tier 22	P173018U22	181 lbs.
PC Unit – 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.









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"×30"×24"	Tier 22	P173024B22	120 lbs.
Replacement Box	17"×30"×30"	Tier 22	P173030B22	145 lbs.
Replacement Lids - T15	17"×30"	Tier 15	Various	72 lbs.
Replacement Lids - T22	17"×30"	Tier 22	Various	81 lbs.

Hex Head



<u>Bolt options</u>



Penta Head

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Auger Thread

Machine Thread

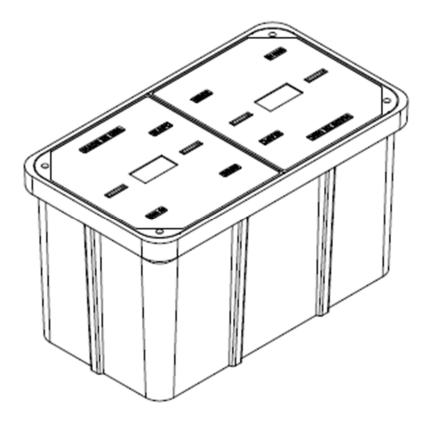




36" HEIGHT

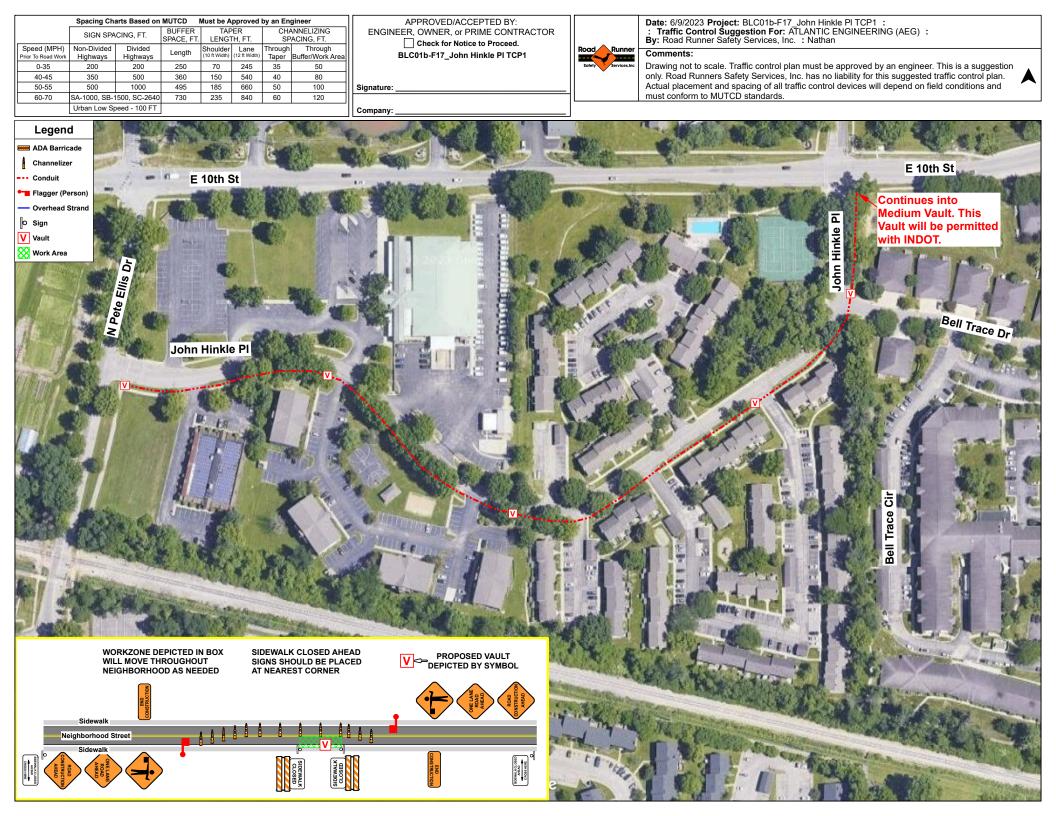


AMERICAN POLYMER COMPANY



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.







CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

□ ROW EXCAVATION □ ROW USE

ADDRESS OF ROW ACTIVITY:

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

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

A. APPLICANT/AGENT INFORMATION:	D. TRAFFIC CONTROL DEVICES*:
APPLICANT NAME:	CONES CONES ARROWBOARD
E-MAIL:	□ LIGHTED BARRELS □ TYPE 3 BARRICADES
COMPANY:	□ FLAGGERS □ BPD OFFICER
ADDRESS:	*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND
CITY, STATE, ZIP:	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
24-HR EMERGENCY CONTACT NAME:	site plan if needed or you can submit a separate sheet
24-HR CONTACT PHONE #:	E. METERED PARKING SPACES NEEDED: DY DN
INSURANCE #*: TB5-691-473497-082 COMPANY: ACORD	IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/
BOND#*:COMPANY:	moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436
* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED	F. IS THIS A CBU* COUNTY* IU* NP* PROJECT?
SUBCONTRACTOR INFORMATION	PROJECT NAME:
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)	PROJECT #:
COMPANY NAME:	PROJECT MGR.:
B. WORK DESCRIPTION:	PROJECT MGR. #:
□ POD/DUMPSTER □ CRANE □ SCAFFOLDING □ CONSTRUCTION USE*	*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY
(EXPLAIN):	G. EXCAVATIONS:
EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND	SQ FT OF PAVEMENT EXCAVATIONS :
C. RIGHT OF WAY TO BE USED/CLOSED:	*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS
STREET NAME 1:	SQ FT OF NON-PAVEMENT* EXCAVATIONS:
1ST INTERSECTING STREET NAME:	*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE
2ND INTERSECTING STREET NAME:	LINEAL FT OF BORE*: *BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS
🗖 ROAD CLOSURE 🗖 LANE CLOSURE 1 🗖 2 🗖 3 🗖	# OF POLE INSTALLATIONS/REMOVAL:
□ SIDEWALK* □ BIKE LANE □ OTHER	SQ FT OF SIDEWALK RECONSTRUCTION*:
TRANSIT STOP? I Y I N PARKING LANE(S)** I Y I N **NON-METERED	*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED
START DATE: # OF DAYS*:	SQ FT OF SIDEWALK NEW CONSTRUCTION*:
	*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE
STREET NAME 2:	#RESIDENTIAL DRIVEWAY INSTALLATION:
1ST INTERSECTING STREET NAME:	TO SUBMIT A LOCATE REQUEST 24 HRS A DAY,
2ND INTERSECTING STREET NAME:	7 DAYS A WEEK CALL 811 OR 800-382-5544
\square ROAD CLOSURE \square LANE CLOSURE 1 \square 2 \square 3 \square	Know what's below. Call before you dig. ITS THE LAW.
□ SIDEWALK* □ BIKE LANE □ OTHER	H. INDEMNIFICATION AGREEMENT:
TRANSIT STOP? □ Y □ N PARKING LANE(S)** □ Y □ N **NON-METERED	The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the
START DATE: END DATE: # OF DAYS*:	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
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW	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
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM	right-of-way use pursuant to this permit grant. I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE
STANDARD CLOSURE HOURS 🗆 *NON-STANDARD CLOSURE HOURS 🗆	FOREGOING REPRESENTATIONS ARE TRUE.
REQUESTED CLOSURE HOURS: AM PM *non-standard hours may not be allowed near schools, on arterials, or other	PRINT NAME:
circumstances and are subject to approval during the permitting process	SIGNATURE: Bret Simons
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)	DATE:

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____

BPW City Engineer Director Date:_____

Staff Representative: _____ Phone#: _____ Date: ____

PAGE 1



Board of Public Works Staff Report

Project/Event:	Moving Lane and Sidewalk Closure on Multiple Streets
Staff Representative:	Alex Gray
Petitioner/Representative:	Duke Energy
Date:	June 20th, 2023

Report: Duke Energy is requesting a moving lane and sidewalk closure for locations along W 3rd St, W Bloomfield Rd, and connecting streets. The closures are to allow access to the utility poles in the area to replace fuses and other equipment on the poles. Work at each pole will require 30 minutes to 3 hours before moving to the next location. The work is planned to take place from July 1st, 2023 to August 31st, 2023.



June 15, 2023

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

Subject: Duke Energy WO# 39870981 Circuit Sectionalization BLOOMINGTON WHITEHALL PIKE (601) 1261

Dear Board Members:

Duke Energy is planning to perform reliability improvement work on the Bloomington Whitehall Pike (601) 1261 circuit. This work will include work on over 70 different poles on this circuit which the exact locations can be reviewed on the drawings provided with the permit application. These locations include along W 3rd St., S Cory Ln., and W Bloomfield Rd. just to name a few with multiple pole locations. The duration of the work at each location will vary between 30 minutes to 3 hours. At many locations it will require temporary road lane restrictions/closers and blocking of sidewalks or walking trails during the duration of the work at that pole. Duke Energy will utilize traffic control crews and/or local authorities to block off safe working zones while at each pole. The performance period for our crew to visit all locations is currently scheduled between July 1st thru August 31st, upon your approval.

Duke Energy and our field crew will coordinate with the City of Bloomington, local authorities and residential/commercial customer as required during this work to limit any inconveniences experienced. Duke Energy asks that the Bloomington Board of Public Works approves these temporary restrictions as needed to complete this work.

Sincerely,

Michael McKinney Project Manager



CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

🗖 ROW EXCAVATION 🔲 ROW USE

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

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

ADDRESS OF ROW ACTIVITY:

A. APPLICANT/AGENT INFORMATION:	D. TRAFFIC CONTROL DEVICES*:
APPLICANT NAME: Corey Brackney	CONES CONES ARROWBOARD
E-MAIL: corey.brackney@duke-energy.com	□ LIGHTED BARRELS □ TYPE 3 BARRICADES
COMPANY: Duke Energy	Image: FLAGGERSImage: BPD OFFICER
ADDRESS: 1000 E Main Street	*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND
CITY, STATE, ZIP: Plainfield, IN, 46168	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
24-HR EMERGENCY CONTACT NAME: Corey Brackney	site plan if needed or you can submit a separate sheet E. METERED PARKING SPACES NEEDED: U Y U N
24-HR CONTACT PHONE #: 317-753-0081	
INSURANCE #*: 105534117	IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/
BOND#*: 105534117 Travelers Company COMPANY:	moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436
* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED	F. IS THIS A CBU* COUNTY* IIU* NP* PROJECT?
SUBCONTRACTOR INFORMATION	PROJECT NAME: Circuit Sectionalization
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)	PROJECT #: 39870981
COMPANY NAME:	PROJECT MGR.: Michael McKinney
B. WORK DESCRIPTION:	PROJECT MGR. #:
POD/DUMPSTER CRANE SCAFFOLDING CONSTRUCTION USE*	*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY
(EXPLAIN): Replacing overhead equipment on 47 poles, and equipment on 6 pads on various streets listed below or on construction prints	G. EXCAVATIONS:
EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND	SQ FT OF PAVEMENT EXCAVATIONS :
C. RIGHT OF WAY TO BE USED/CLOSED:	*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS
STREET NAME 1: S Fairfield Road	SQ FT OF NON-PAVEMENT* EXCAVATIONS:
1ST INTERSECTING STREET NAME: W Holiday Drive	*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE LINEAL FT OF BORE*:
2ND INTERSECTING STREET NAME: W 3rd Street	*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS
□ ROAD CLOSURE □ LANE CLOSURE 1 □ 2 □ 3 □	# OF POLE INSTALLATIONS/REMOVAL:
□ SIDEWALK* □ BIKE LANE □ OTHER	SQ FT OF SIDEWALK RECONSTRUCTION*:
TRANSIT STOP? \Box Y \Box N PARKING LANE(S)** \Box Y \Box N **non-metered	*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED
START DATE: 7-1-23 END DATE: 8-31-23 # OF DAYS*: 61	SQ FT OF SIDEWALK NEW CONSTRUCTION*:
	*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE
STREET NAME 2: S Cory Lane	#RESIDENTIAL DRIVEWAY INSTALLATION:
1ST INTERSECTING STREET NAME: W Piper Lane	TO SUBMIT A LOCATE REQUEST 24 HRS A DAY,
2ND INTERSECTING STREET NAME: S Landmark Avenue	7 DAYS A WEEK CALL 811 OR 800-382-5544
\square ROAD CLOSURE \square LANE CLOSURE 1 \square 2 \square 3 \square	Know what's below. Call before you dig. TS THE LAW.
□ SIDEWALK* □ BIKE LANE □ OTHER	H. INDEMNIFICATION AGREEMENT:
TRANSIT STOP? \Box Y \Box N PARKING LANE(S)** \Box Y \Box N **NON-METERED	The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the
START DATE: END DATE: # OF DAYS*:	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
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW	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 purposed to this accent report.
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM	right-of-way use pursuant to this permit grant. I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE
STANDARD CLOSURE HOURS *NON-STANDARD CLOSURE HOURS REQUESTED CLOSURE HOURS: <u>8:00</u> Am - <u>3:00</u> PM	FOREGOING REPRESENTATIONS ARE TRUE.
REQUESTED CLOSURE HOURS: <u>8:00</u> AM - <u>3:00</u> PM *non-standard hours may not be allowed near schools, on arterials, or other	PRINT NAME: Corey Brackney
circumstances and are subject to approval during the permitting process	SIGNATURE:
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)	DATE: 6-12-23

For Administration Use Only (applicable to CLOSURE approval)

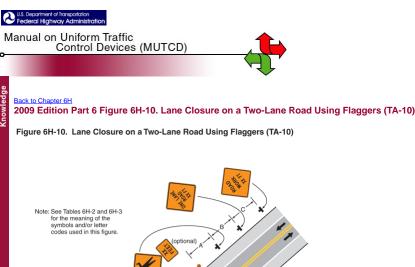
Approved By: _____

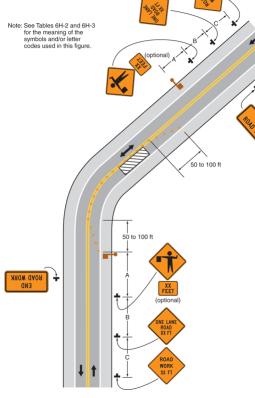
BPW City Engineer Director Date:_____

Staff Representative: _____ Phone#: _____ Date:___

PAGE 1

FHWA Home | Feedback





Typical Application 10

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

This figure illustrates lane closure on a two-lane road using flaggers. A legend under the figure states that this is Typical Application 10. A note states "See <u>Tables 6H-2</u> and <u>6H-3</u> for the meaning of the symbols and/or letter codes used in this figure."

A vertical two-lane roadway is shown, the top half curving to the right. Downward-pointing black arrows in the left lane and upward-pointing black arrows in the right lane denote the direction of travel. The opposing lanes are shown separated by a solid double yellow line. A shoulder is shown to the right of each direction of travel. The shoulders are shown separated from the travel lanes by a solid white line.

At the bottom of the figure and to the right of the shoulder of the right lane, a black inverted "T" is shown denoting a sign. The sign is shown as a diamond-shaped orange sign with a black border and the words "ROAD WORK XX FT" in black. This sign is shown at a dimensioned distance C in advance of another diamond-shaped orange sign with a black border to the right shoulder. It shows the words "ONE LANE ROAD XX FT" in black. This sign is shown at a dimensioned distance B in advance of a sign assembly to the right shoulder. This assembly is shown as composed of a diamond-shaped orange sign with a black border and the distance XX FET" in black. This sign is shown at a dimensioned distance g upplemental plaque labeled optional with a black border and the distance "XX FET" in black. This sign assembly is shown at a dimensioned distance a in advance of a sign assembly to the right shoulder. This assembly is shown as a dimensioned distance a red symbol of a flagger above a horizontal rectangular orange supplemental plaque labeled optional with a black border and the distance "XX FET" in black. This sign is shown at a dimensioned flagger above a the right shoulder. Beginning where the flagger is shown and at the white line separating the shoulder from the right shoulder to nee one orange squares, denoting channelizing devices, are shown tapering in to the solid double yellow line separating the solid double yellow line as the road is shown curving to the right.

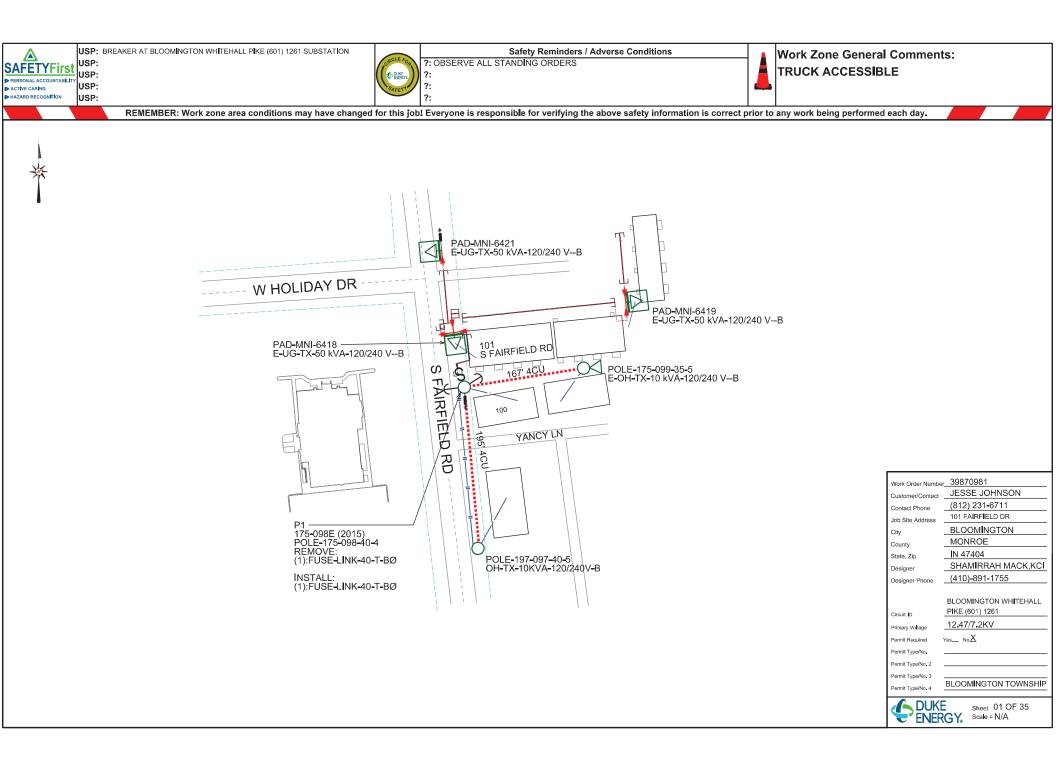
Beyond the curve, the work space is shown in the right lane, represented by a vertical rectangular black and white diagonally striped box. The channelizing devices are shown continuing along the solid double yellow line to a point one device beyond the work space and then tapering back to the right shoulder for a dimensioned distance of 50 to 100 ft. Near the top of the figure, a horizontal rectangular orange sign with a black border is shown to the right of the right shoulder with the words "END ROAD WORK" in black.

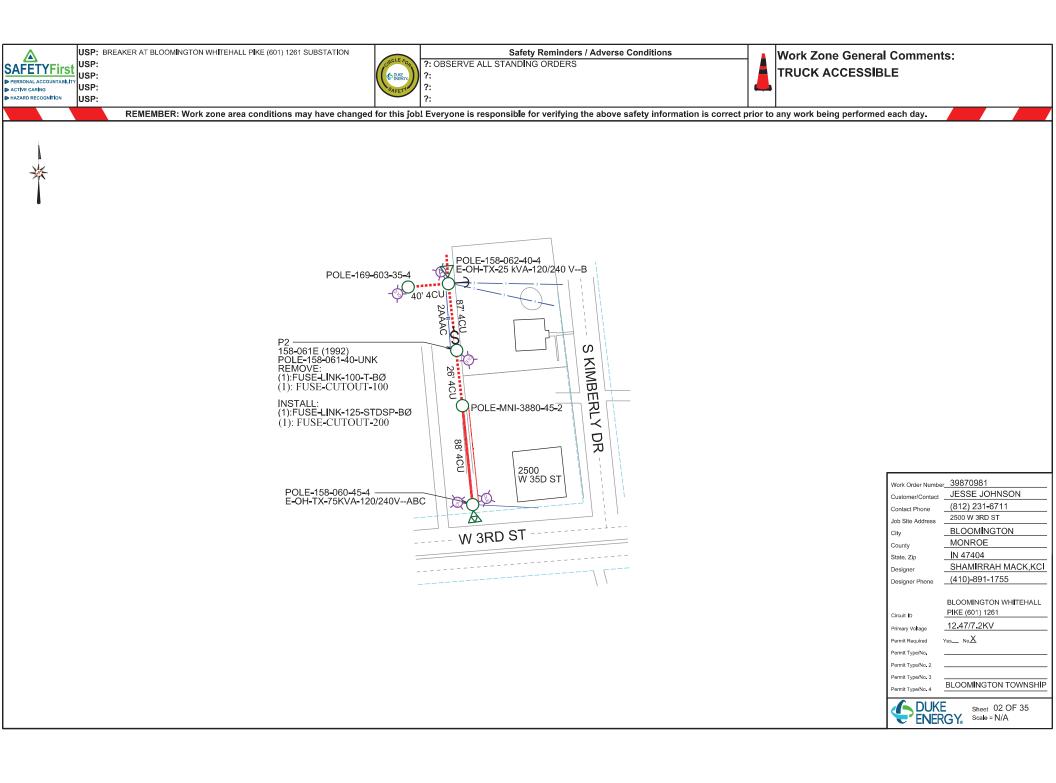
At the top of the figure, to the outside of the left lane, the same three diamond-shaped orange signs are shown at the same dimensioned distances in advance of another flagger symbol in advance of the work space. Beyond the work space and roadway curve in the left lane, another End Road Work sign is shown.

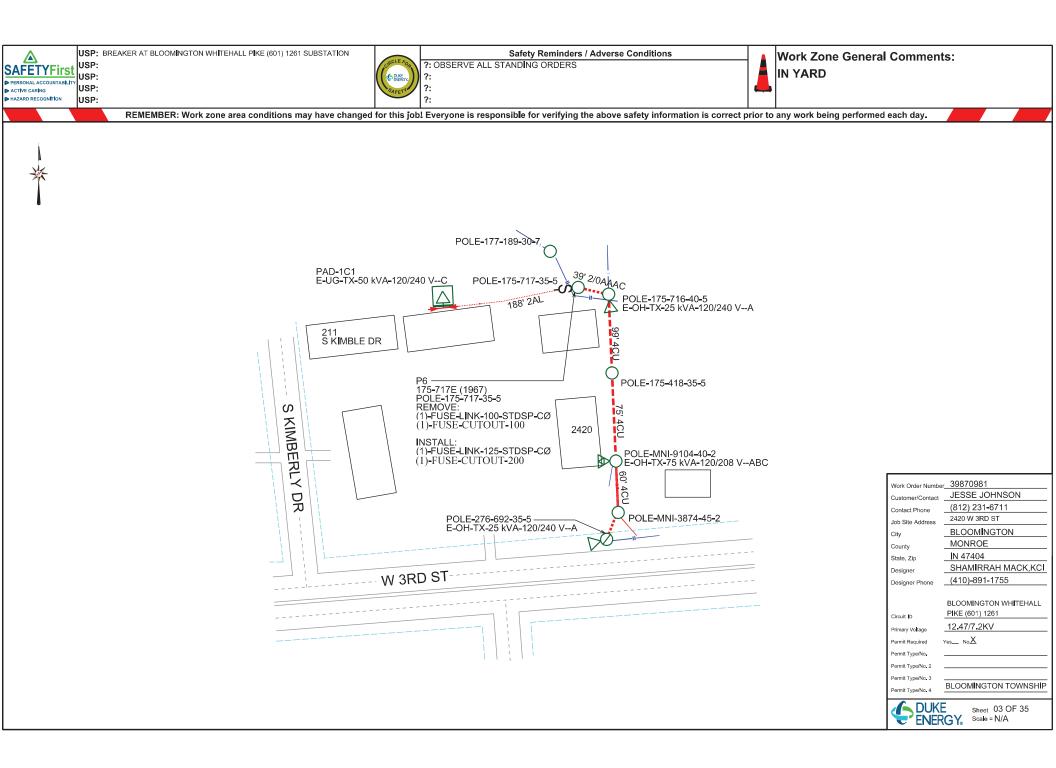
Back to Chapter 6H

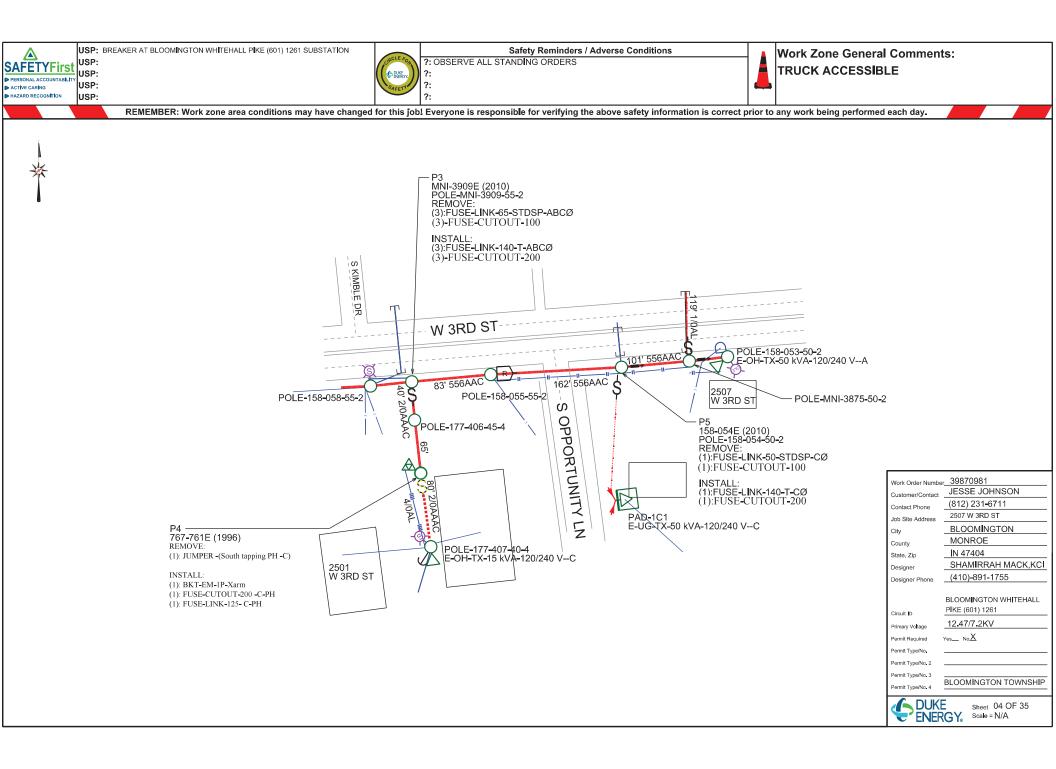
© FHWA

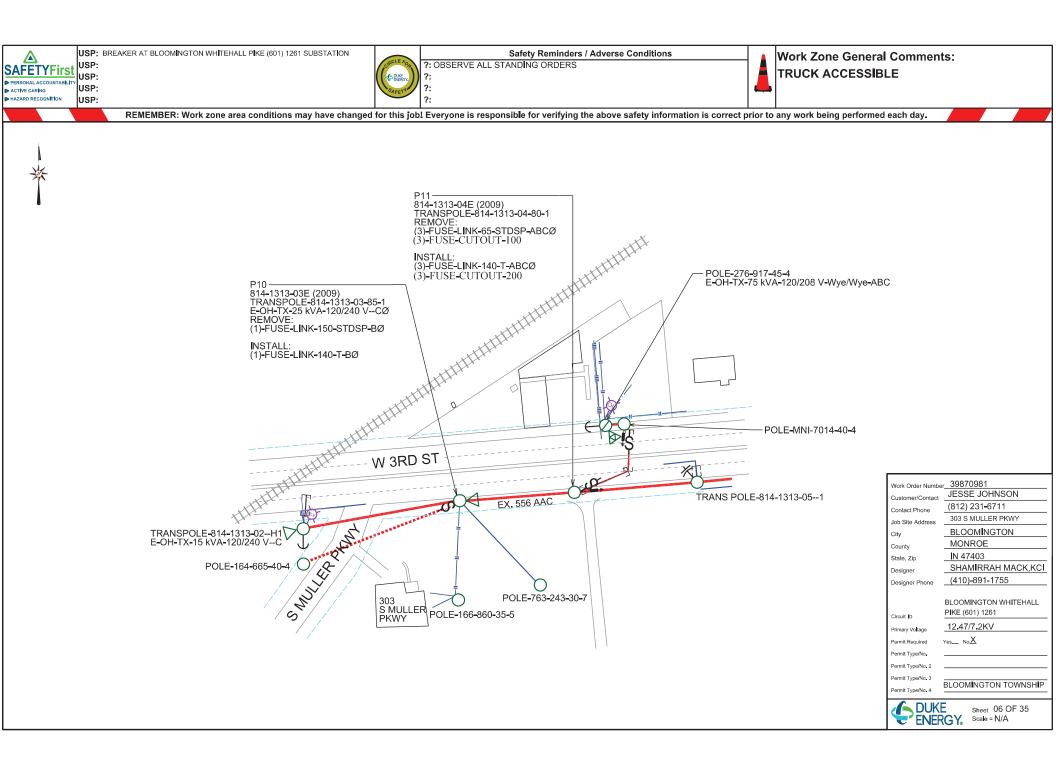
1 of 1

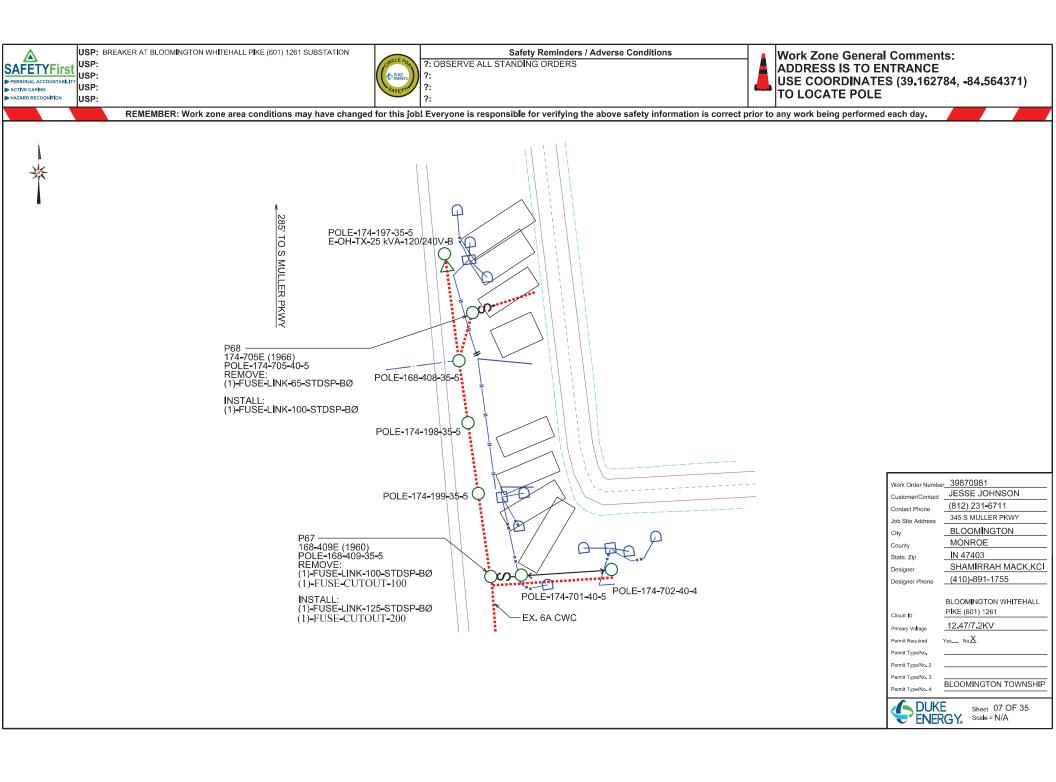


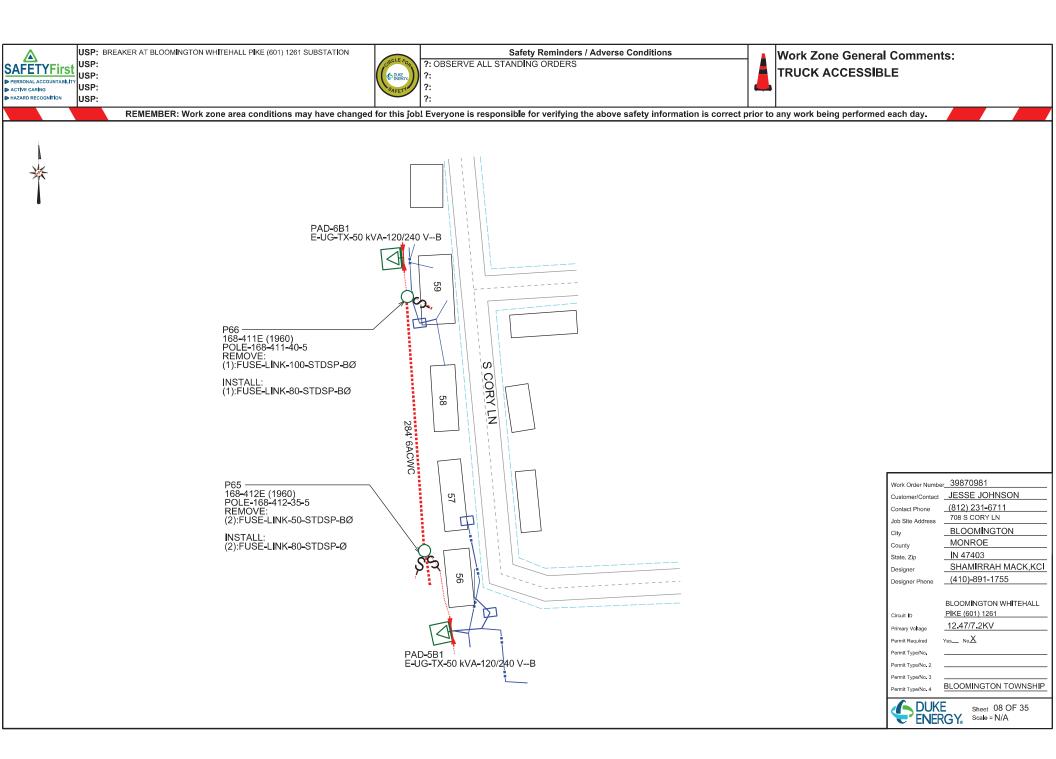


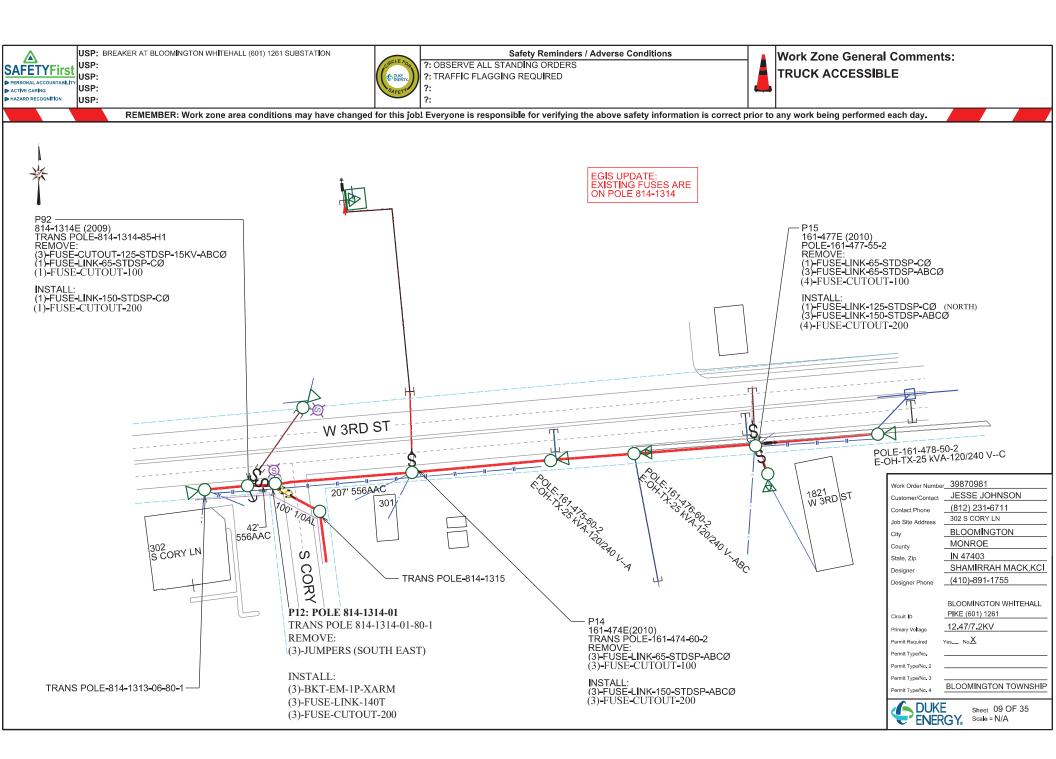


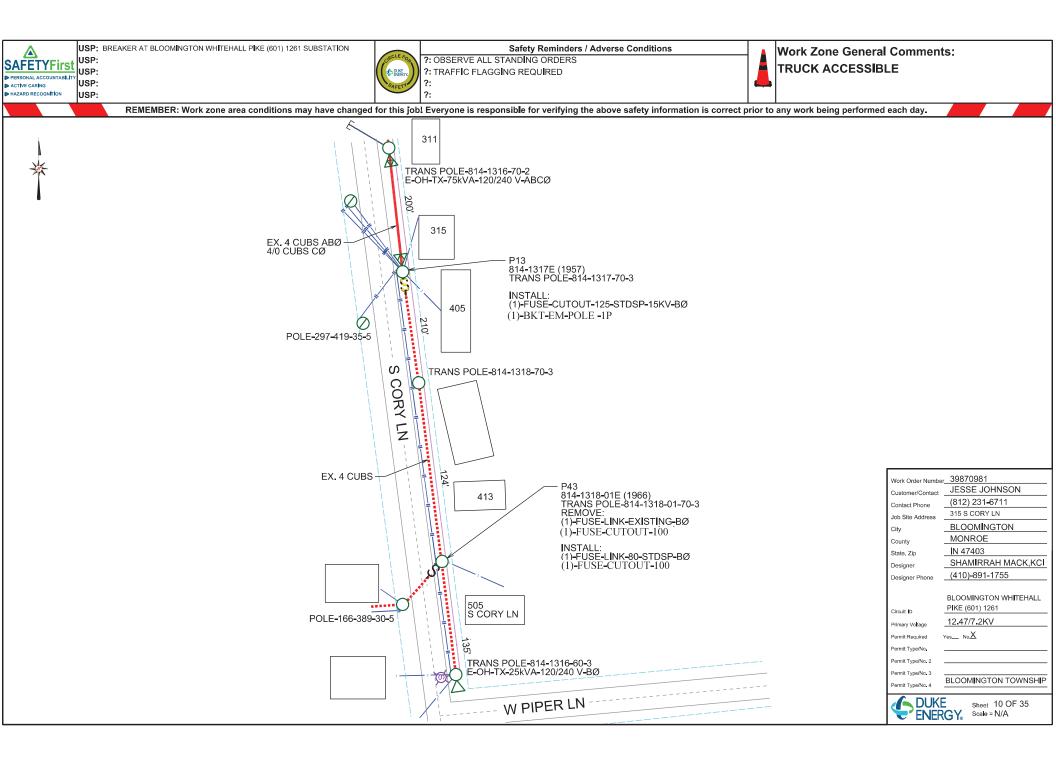


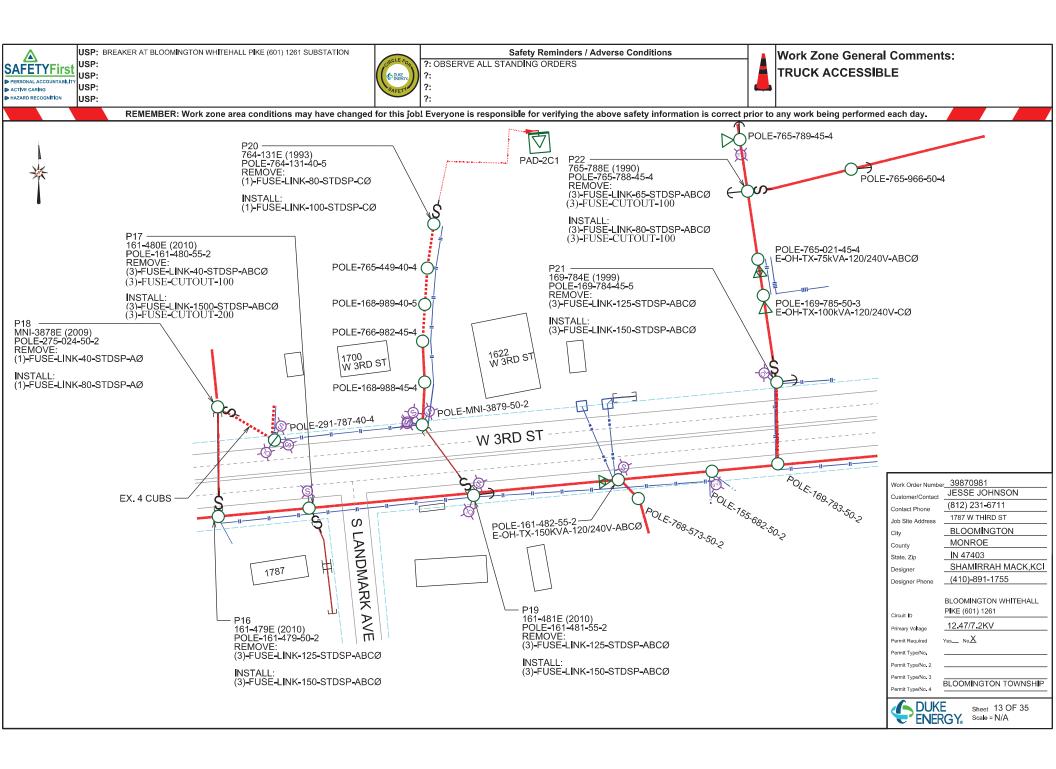


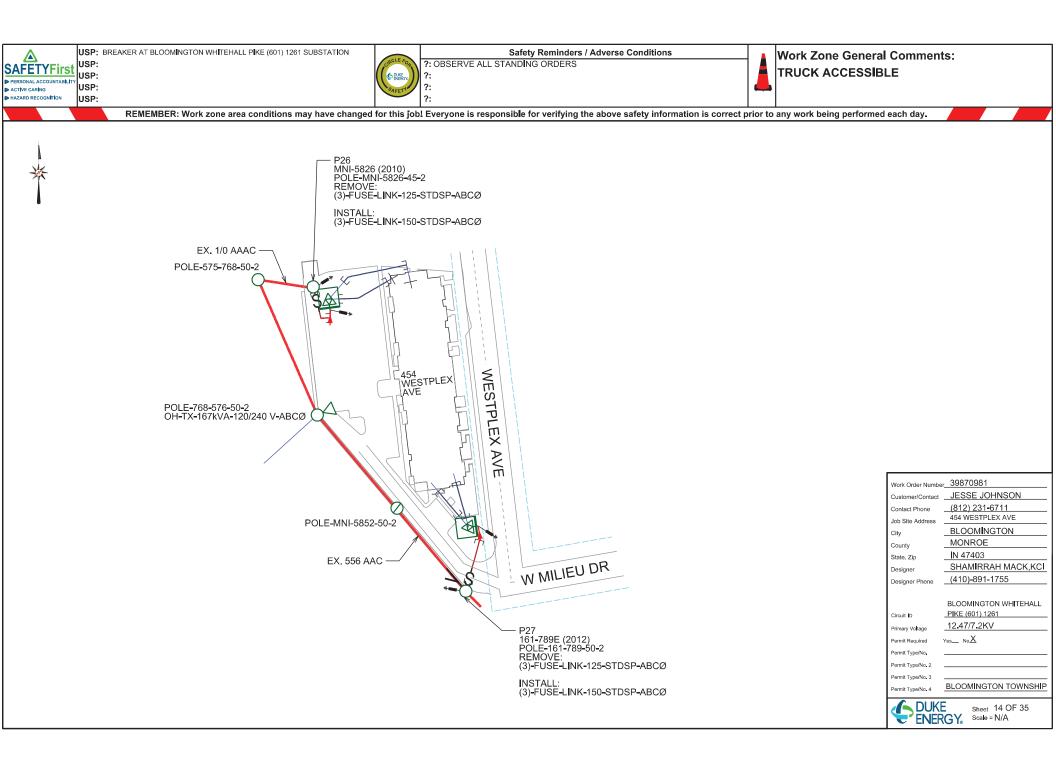


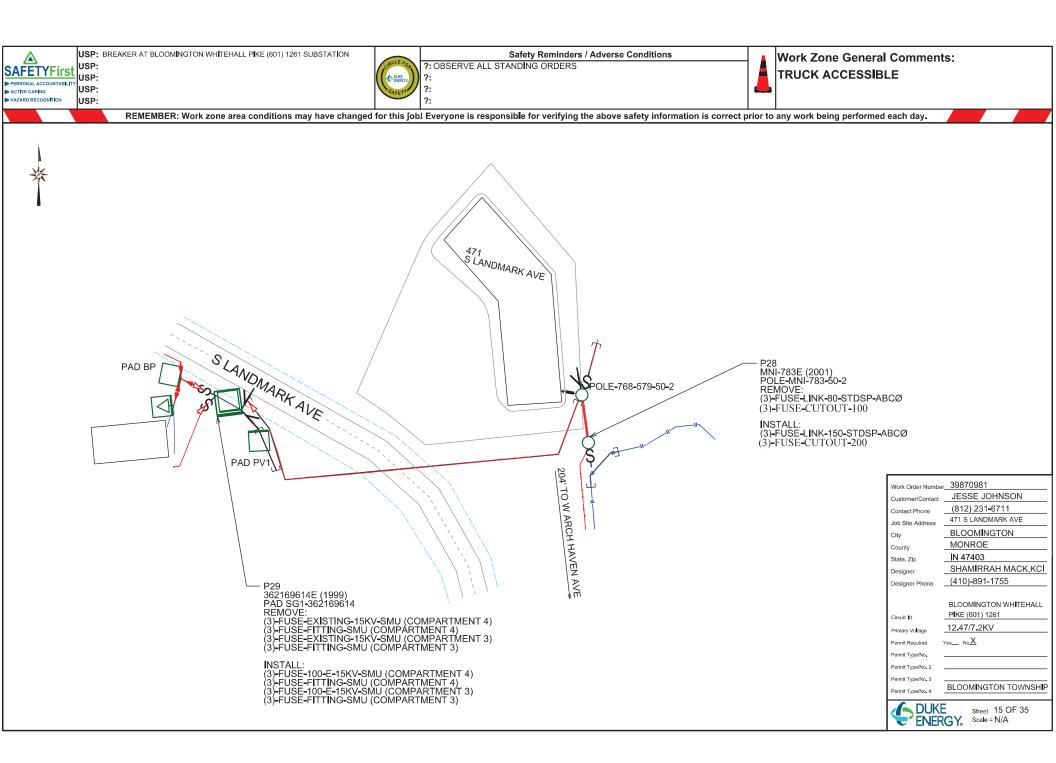


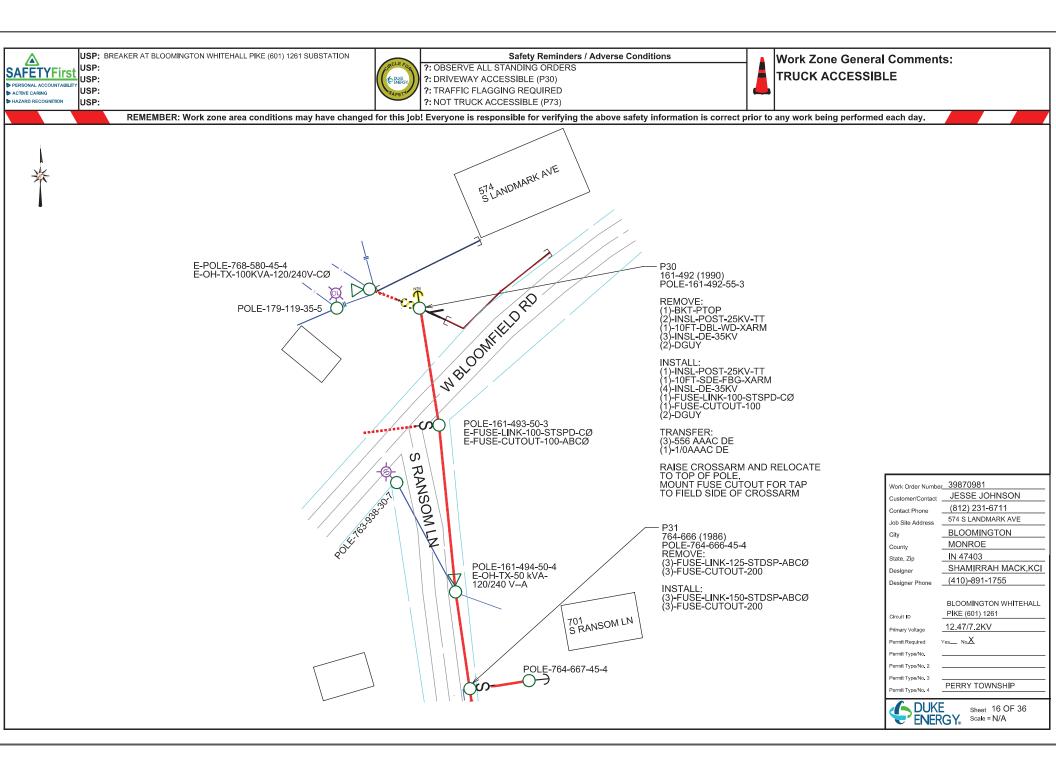


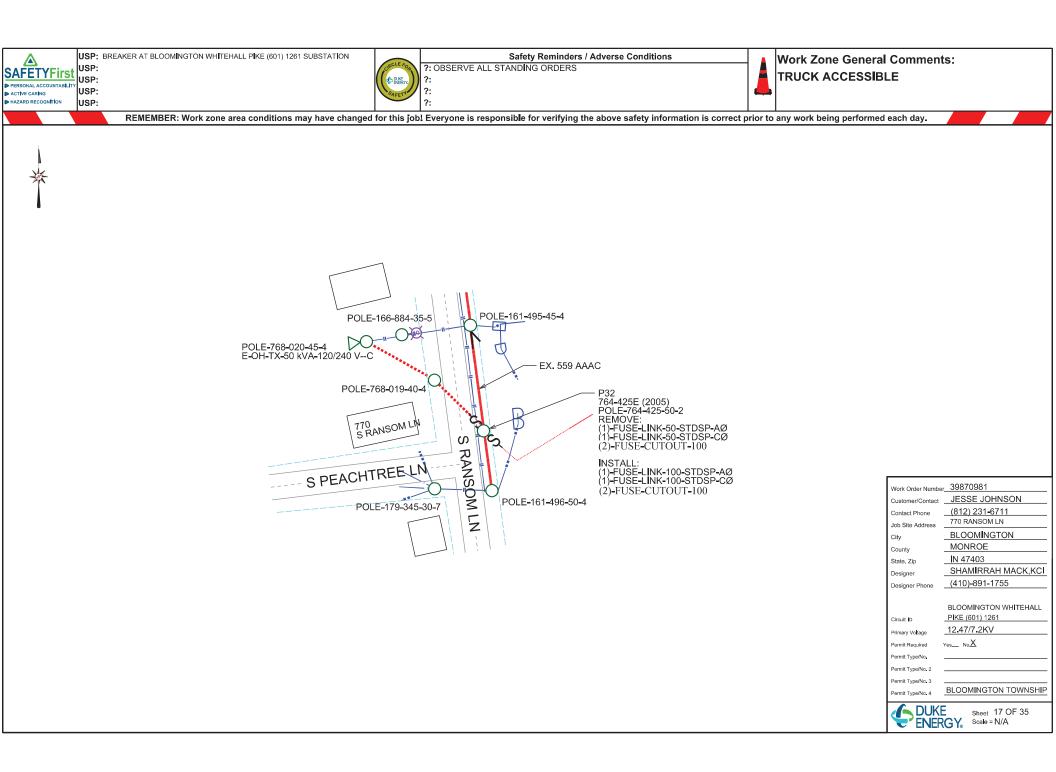


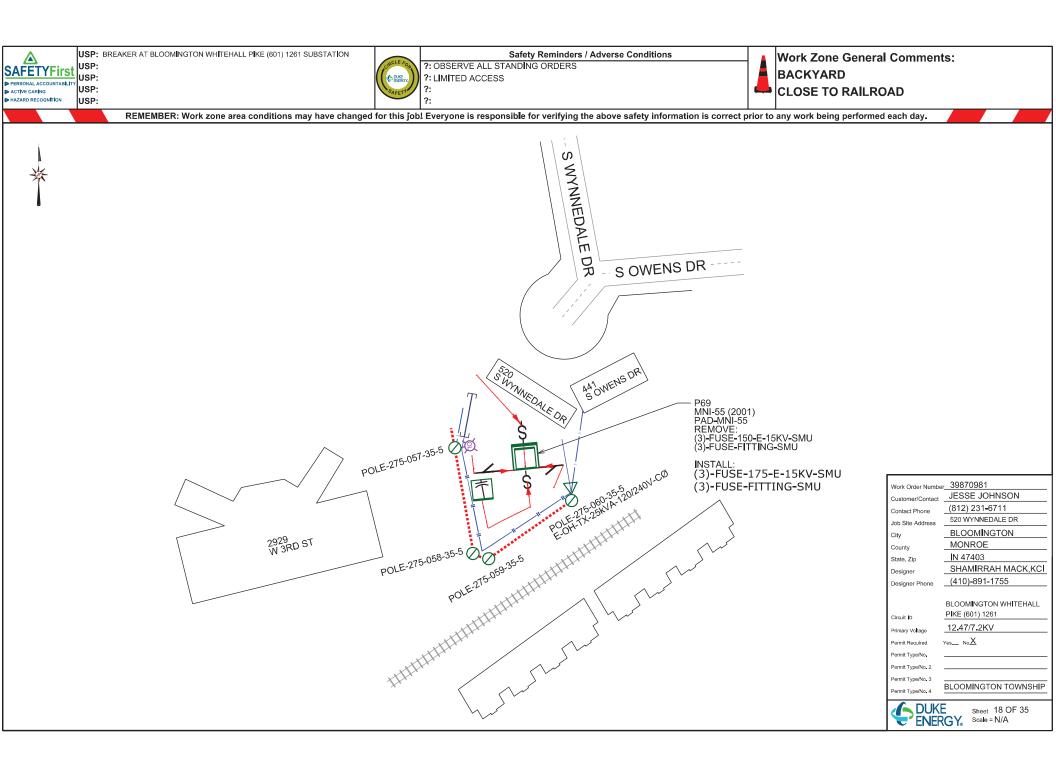


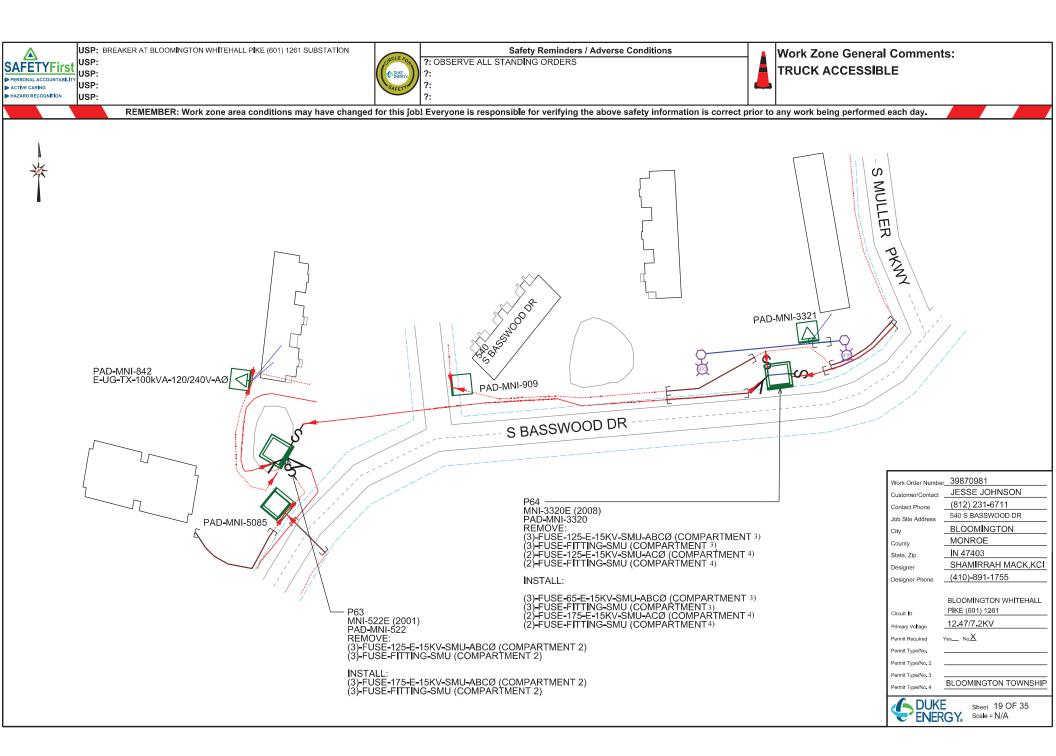


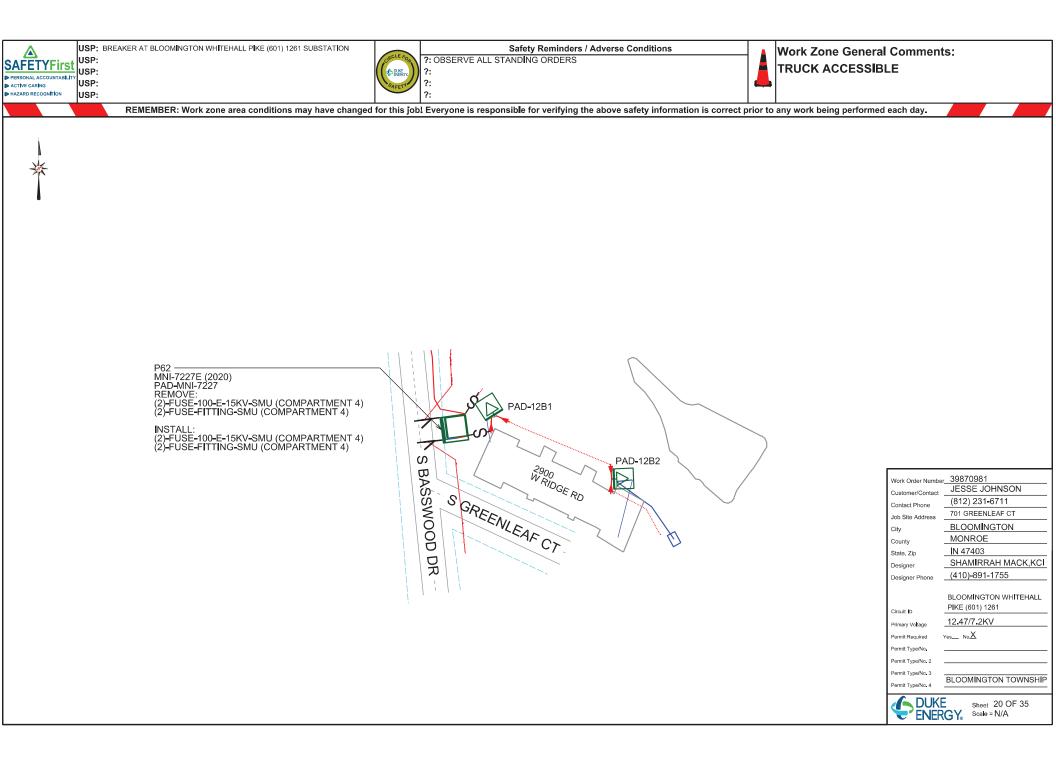


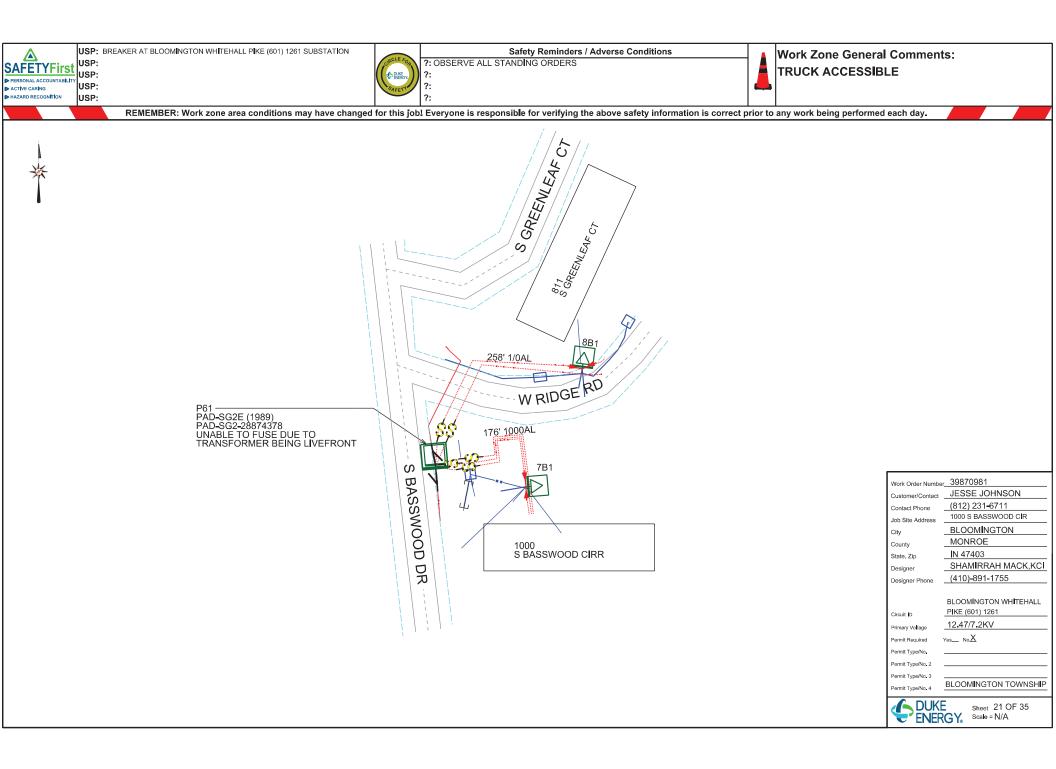


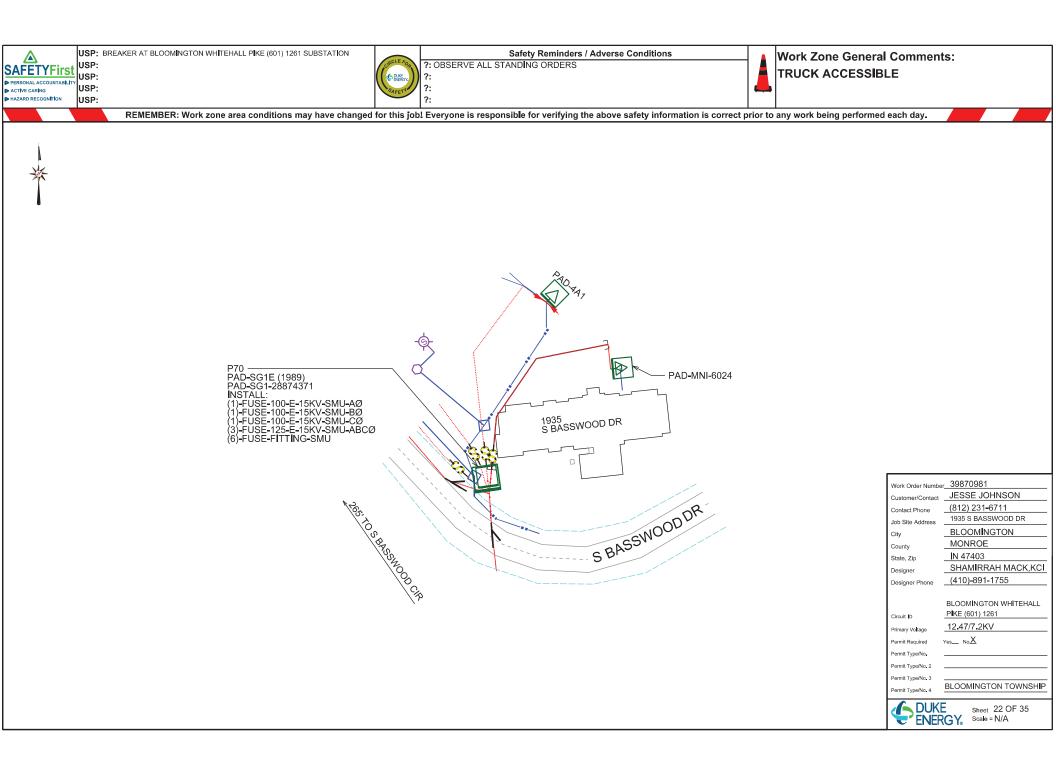


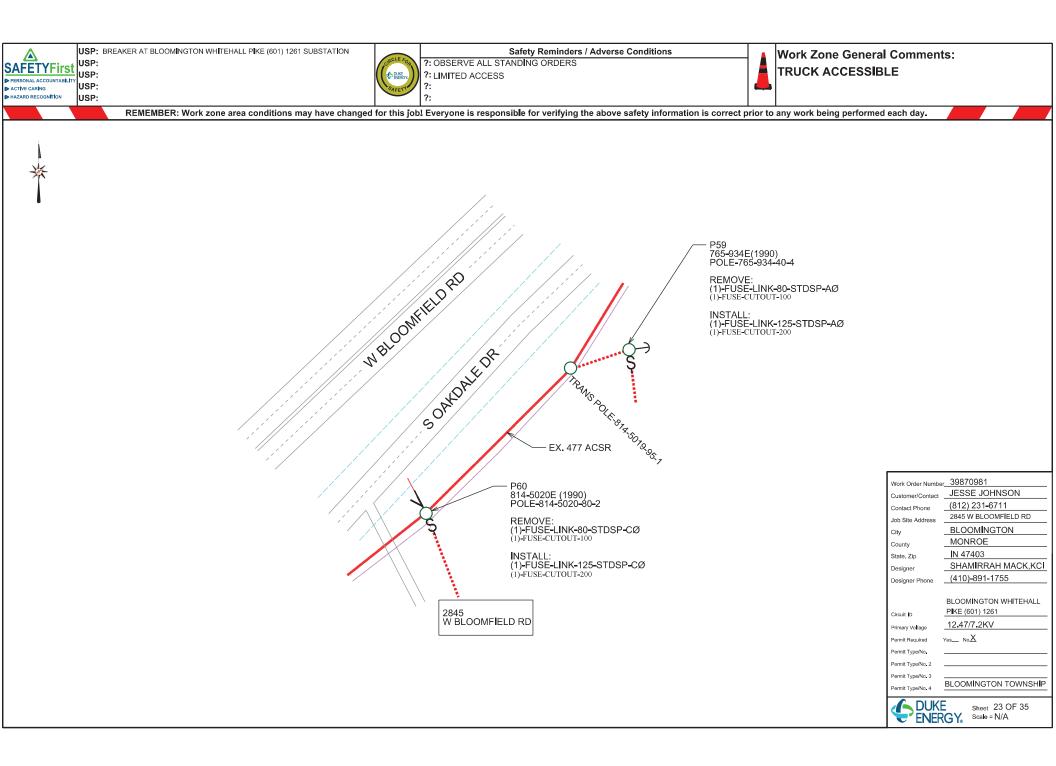


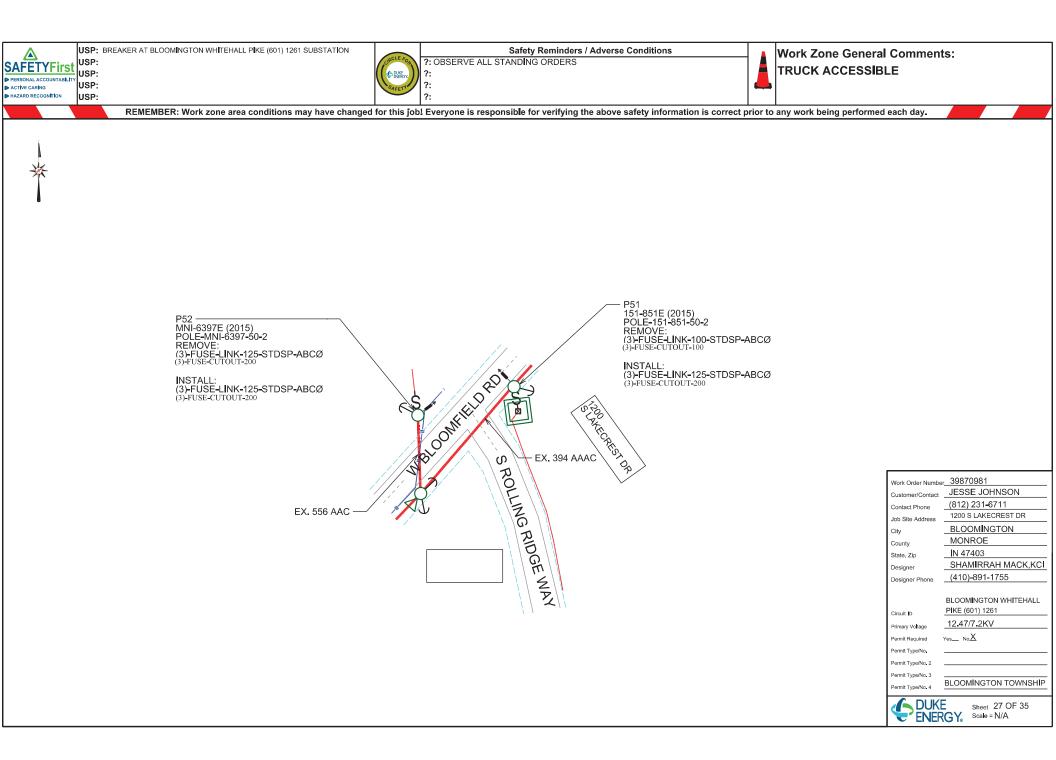


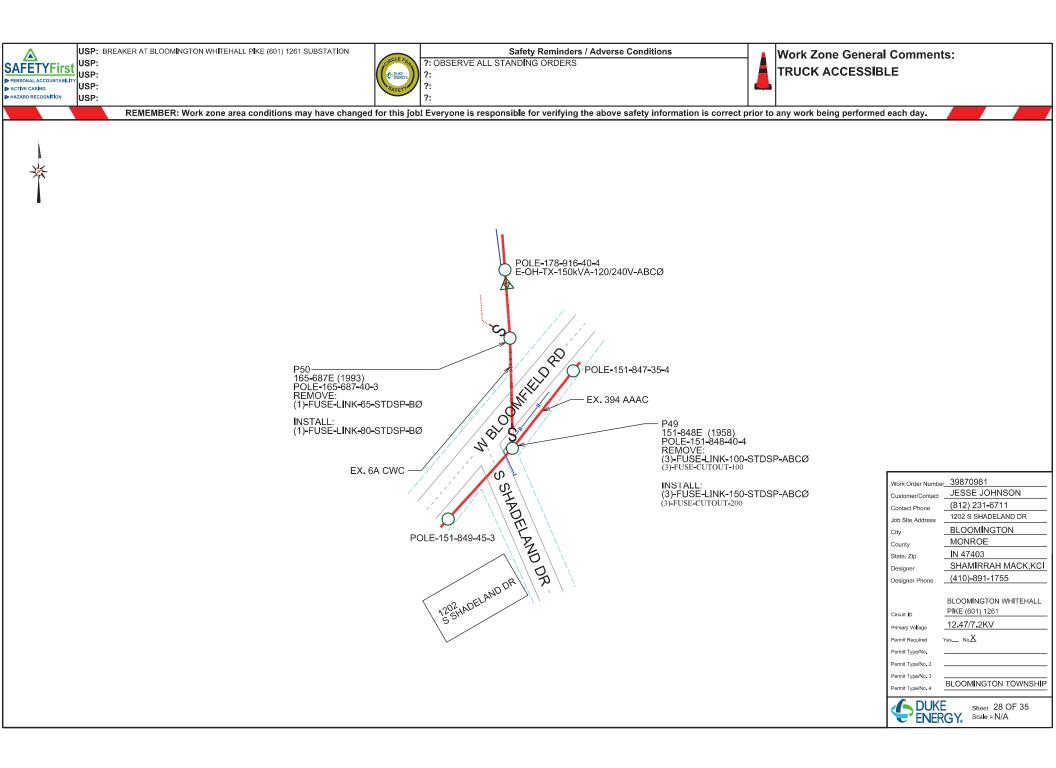


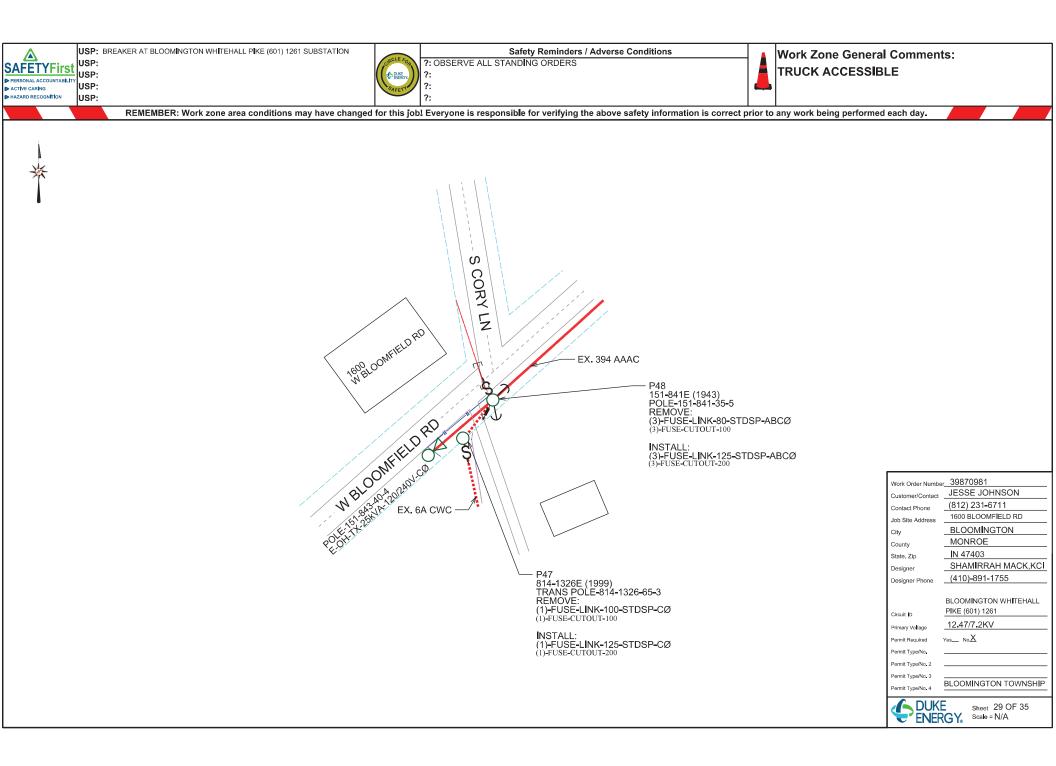


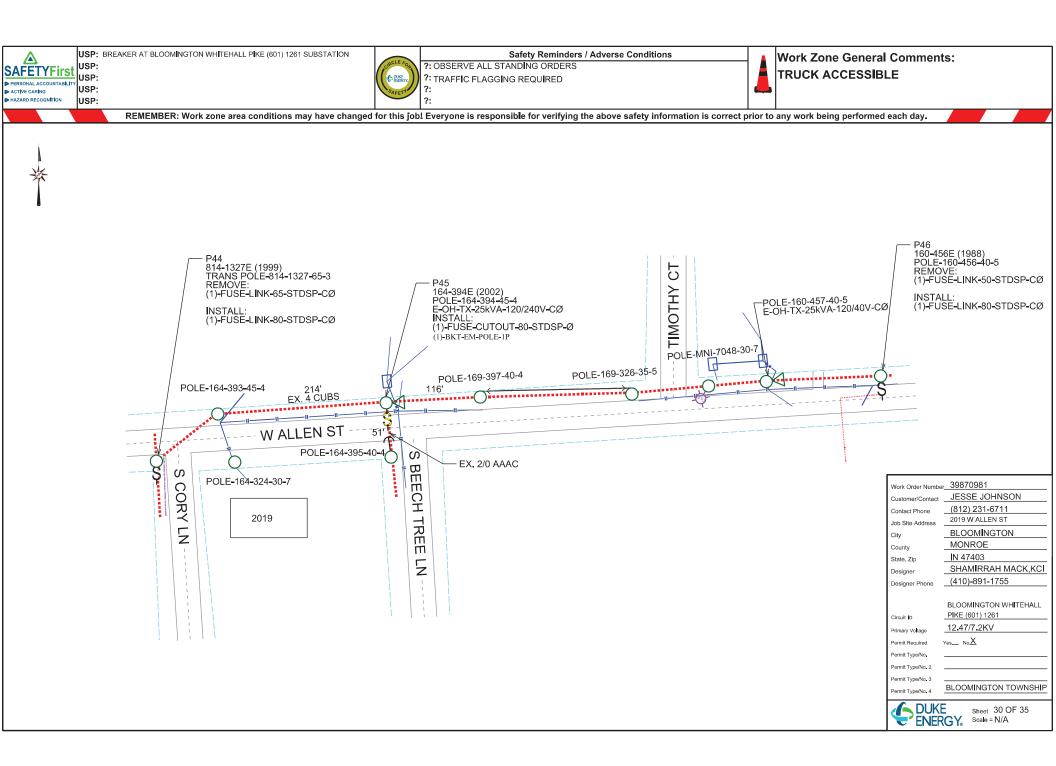


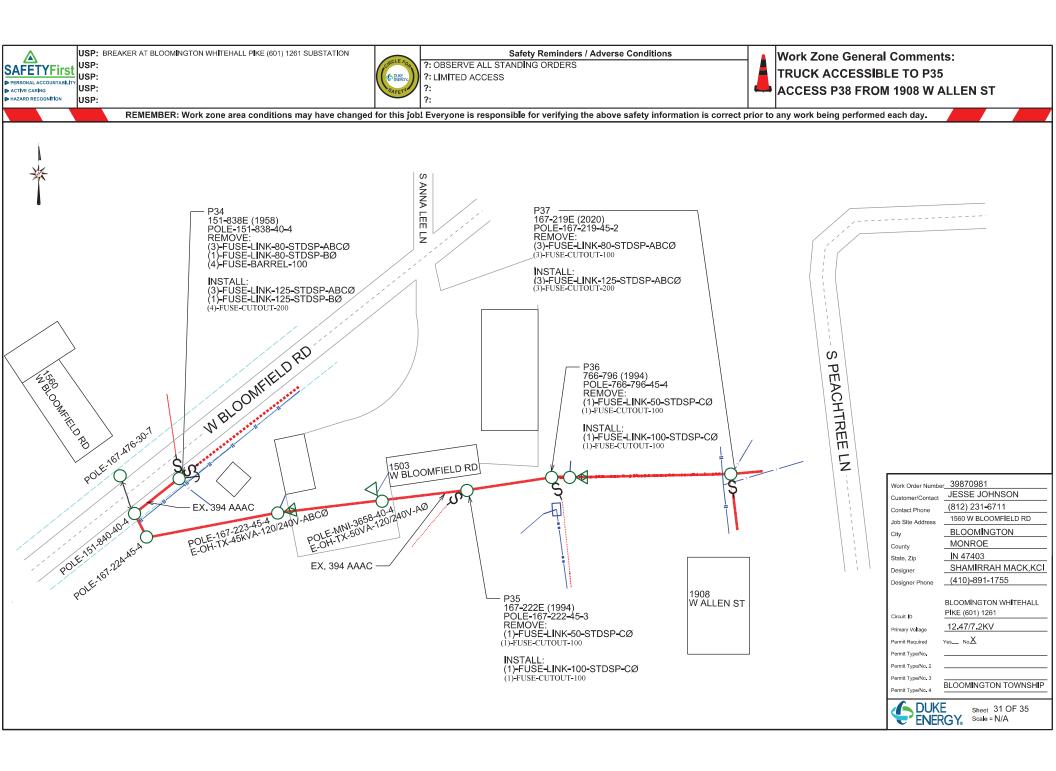


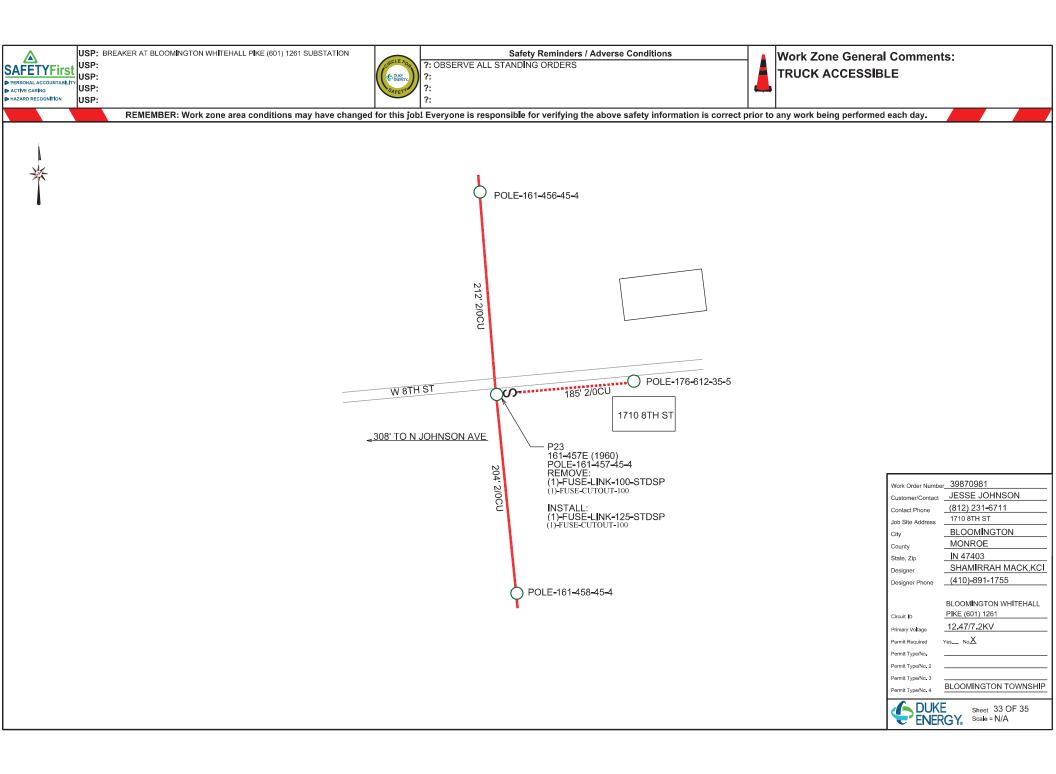


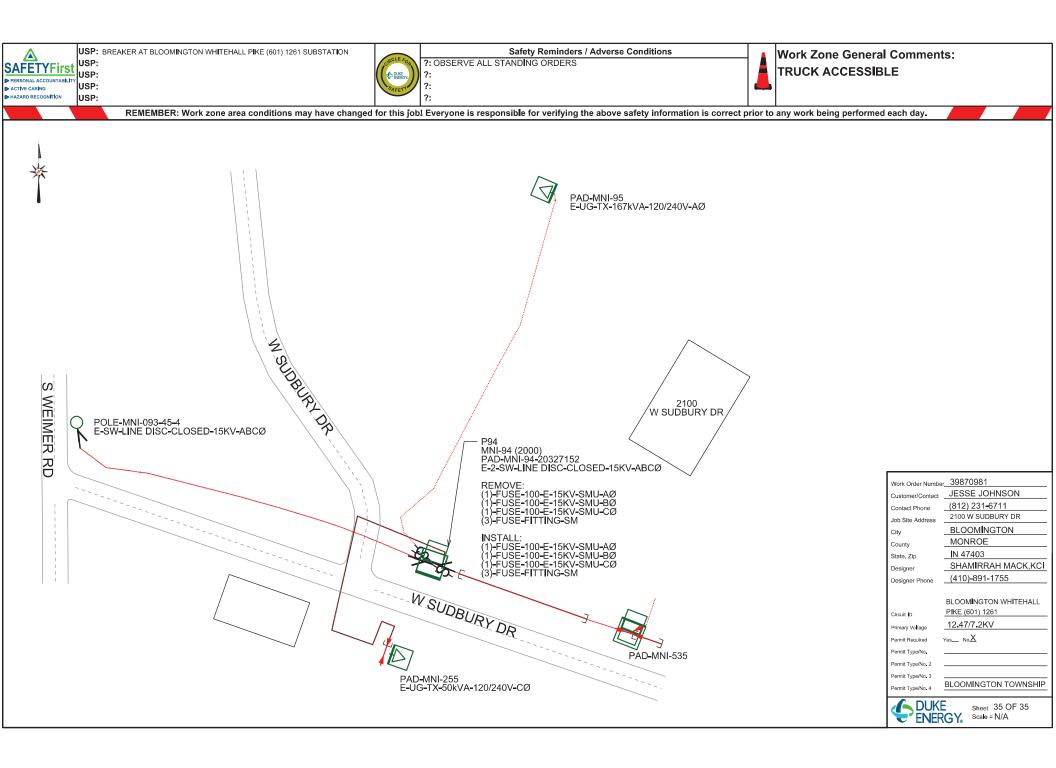














Board of Public Works

Staff Report

Project/Event:	Request for Approval of Resolution 2023-24 Right of Way Encroachment for Rita's Italian Ice 430 E. Kirkwood Ave. Spaces # 4 & 5
Petitioner/Representative:	Rita's Italian Ice Dunkirk Square on behalf of Bryan Rental, Inc.
Staff Representative:	Maria McCormick
Date:	June 20, 2023

Report:

Rita's Italian Ice and Frozen Custard is going into the old Falafels space in Dunkirk Square. This is on the southwest corner of Kirkwood Ave. and Dunn St. The petitioner is requesting use of the rightof-way (ROW) for access to the walk-up window that is to be installed on the Dunn St. side of the building. Staff from the Planning & Transportation Department confirmed that the current development proposal and walk-up window is compliant with Unified Development Ordinance (UDO) requirements. Engineering Department staff met with the petitioner and the petitioner made a few significant changes to their proposal since the project was discussed with the Board of Public Works (BPW) at the May 23 meeting. The changes include:

- Adding an interior customer service access point with seating and table
- Expanding the concrete area along the building's Dunn St. frontage and installing a tree grate for the existing tree
- Reducing the number of walk-up window access points from two to one

Given the walk-up window is on private property and compliant with the UDO, the petitioner's request to the BPW is for an encroachment agreement that includes the following four elements that would encroach into and/or utilize the ROW:

- Existing Sprinkler riser room
- Concrete pad (sidewalk) and tree grate
- Awnings
- Railing (to be installed behind the existing public sidewalk)

Conditions of approval:

- 1. The business will provide service to one customer order at a time via the exterior walk-up window such that a new order cannot start until the previous order is fulfilled
- 2. The business will manage their customer queue at the exterior walk-up window such that customer activity does not impede the free movement of pedestrians utilizing the Dunn St. sidewalk



Feb 6, 2023

To whom it may concern,

I am seeking approval for a temporary use permit for 430 East Kirkwood Avenue, Units #4 and #5. This is commonly known as Dunkirk Square shopping center.

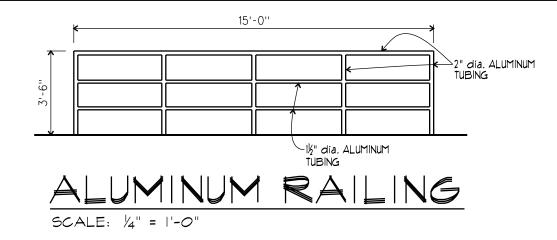
Currently, myself and family, operator Rita's Ice in Carmel Indiana and it is our desire to expand to Bloomington. We are looking to be a part of both the Bloomington community as well as Indiana University. This will continue to be a family owned and operated business, run by myself and my son, Steven, who is a full time resident and student at Indiana University, studying business.

The business will sell made fresh daily Italian Ice, award winning soft serve frozen custard, hot dogs, pretzels, soft drinks and other typical soft serve treats such as milkshakes, sundaes, concrete's, etc.

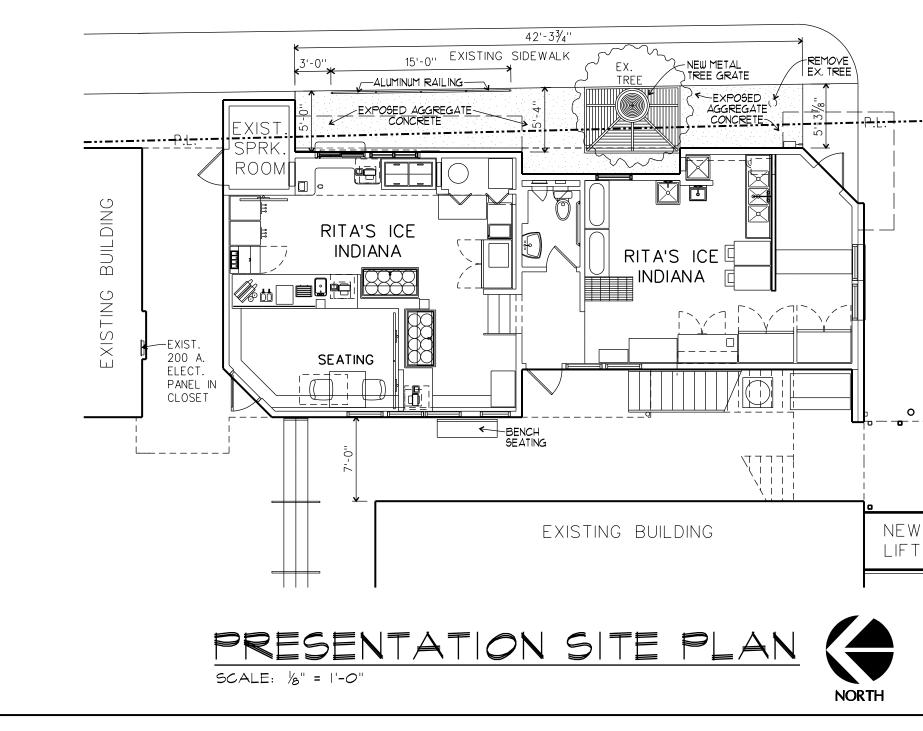
We are looking to create a fun environment, offering treats through streetside serve windows for the speed and safety of our guests. Other than adding serve windows and awning, we do not anticipate altering the physical building as it currently is. The look and feel of the business will align with the look of Indiana University through its use of like colors, specifically on the awning over our service windows. In addition, we look to create an environment for the community with outdoor seating in front of our site as well as seating on Dunn.

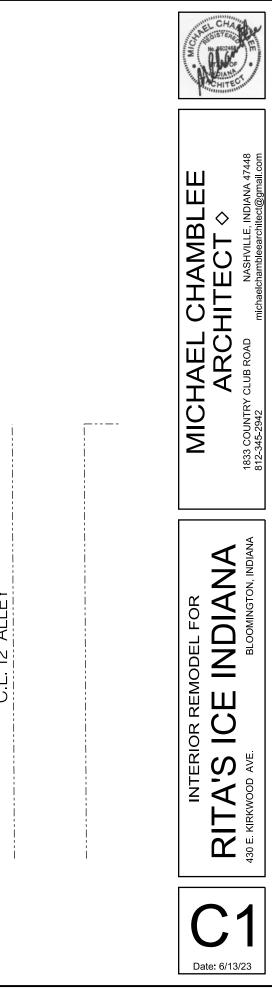
We will also offer all delivery platforms as well as ordering through our Rita's app. This will encourage and facilitate the entire Bloomington community at large to try our treats.

Steve Wilkos Wilki Boyz Treats II, IIc Dba, Rita's Ice



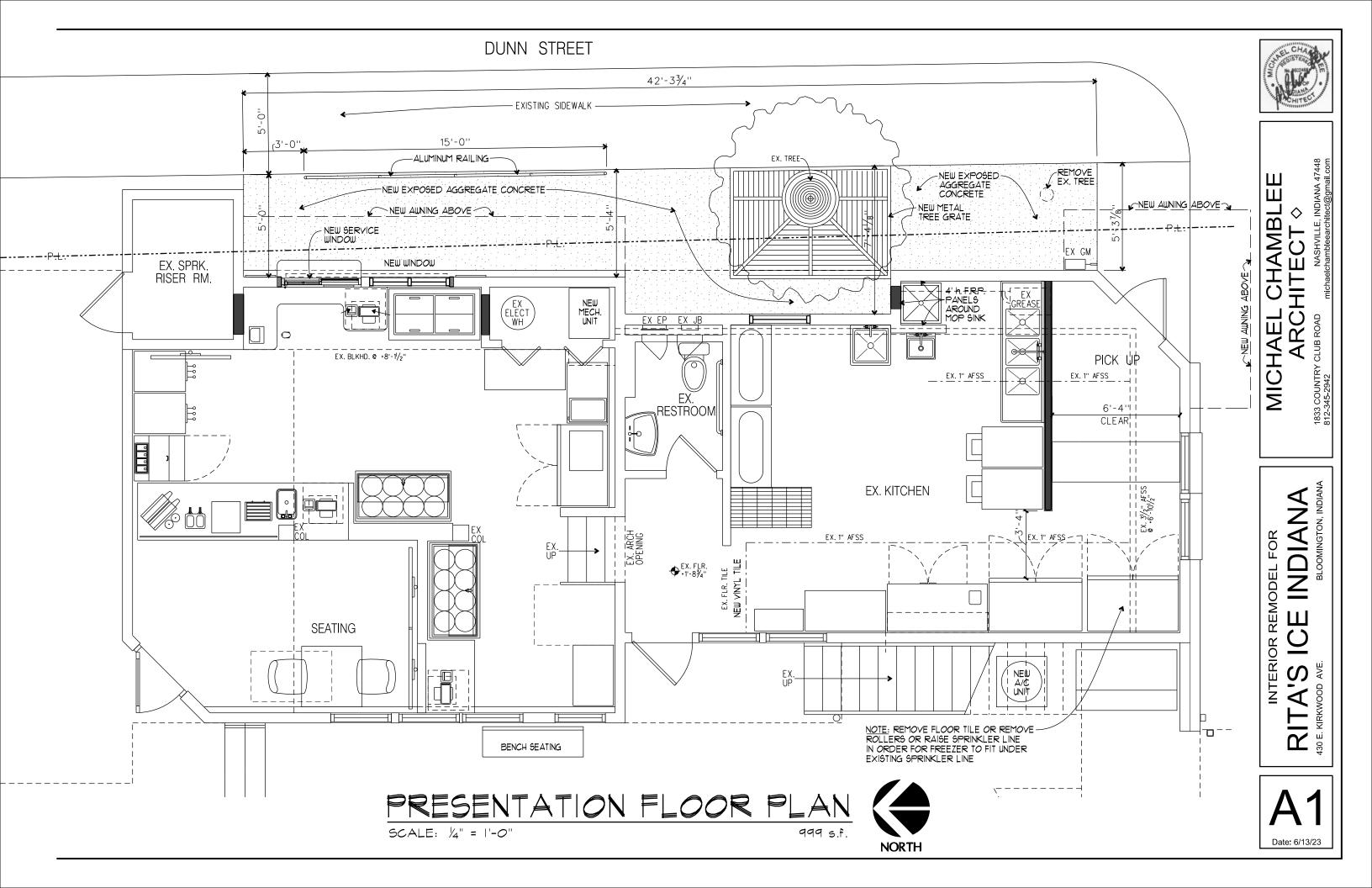
DUNN STREET





C.L. 12' ALLEY

98.19' (M&R) P.





CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

□ ROW EXCAVATION □ ROW USE ADDRESS OF ROW ACTIVITY:

DUNN STREET

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

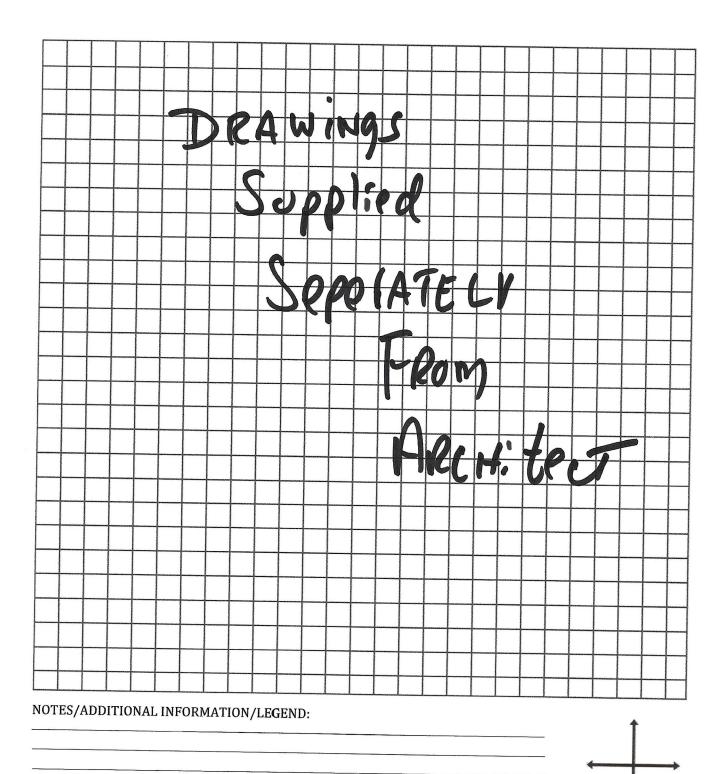
Phone: (812) 349-3913 Fax: (812) 349-3520 Email: engineering@bloomington.in.gov

A. APPLICANT/AGENT INFORMATION:	D. TRAFFIC CONTROL DEVICES*:
APPLICANT NAME: STEVE WILLOS	CONES CONES ARROWBOARD
E-MAIL: WILLOS 908 @ GMAIL, COM	□ LIGHTED BARRELS □ TYPE 3 BARRICADES
COMPANY: WILLI BOYZ FIGHTS III, LLC DBA	□ FLAGGERS □ BPD OFFICER
ADDRESS: 16520 VINTAGE CT N Riths	*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND
CITY, STATE, ZIP: WESTFIELD IN 46002 ICE	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
24-HR EMERGENCY CONTACT NAME: STORE WHATCHS	site plan if needed or you can submit a separate sheet
24-HR CONTACT PHONE #: 201-926-0227	E. METERED PARKING SPACES NEEDED: DY DN
INSURANCE #*:COMPANY:	IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/
BOND#*:COMPANY:	moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436
* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED	F. IS THIS A CBU* COUNTY* I IU* NP* PROJECT?
SUBCONTRACTOR INFORMATION	PROJECT NAME:
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)	PROJECT #:
COMPANY NAME: TBD	PROJECT MGR.:
B. WORK DESCRIPTION:	PROJECT MGR. #:
□ POD/DUMPSTER □ CRANE □ SCAFFOLDING □ CONSTRUCTION USE*	*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY
(EXPLAIN): $N(A$	G. EXCAVATIONS:
EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND	SQ FT OF PAVEMENT EXCAVATIONS :
C. RIGHT OF WAY TO BE USED/CLOSED:	*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS
STREET NAME 1: NONE	SQ FT OF NON-PAVEMENT* EXCAVATIONS:
1ST INTERSECTING STREET NAME:	*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE
2ND INTERSECTING STREET NAME:	LINEAL FT OF BORE*:
□ ROAD CLOSURE □ LANE CLOSURE 1 □ 2 □ 3 □	*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS # OF POLE INSTALLATIONS/REMOVAL:
□ SIDEWALK* □ BIKE LANE □ OTHER	SQ FT OF SIDEWALK RECONSTRUCTION*:
TRANSIT STOP? U V N PARKING LANE(S)** V V N **NON-METERED	*CONCRETE OR ASPHALT SIDEWALK /PATH BFING IMPROVED / DEDI ACED
START DATE: # OF DAYS*:	*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED O SQ FT OF SIDEWALK NEW CONSTRUCTION*: _1 35
	*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE
STREET NAME 2:	#RESIDENTIAL DRIVEWAY INSTALLATION:
1ST INTERSECTING STREET NAME:	TO SUBMIT A LOCATE REQUEST 24 HRS A DAY,
2ND INTERSECTING STREET NAME:	7 DAYS A WEEK CALL 811 OR 800-382-5544
□ ROAD CLOSURE □ LANE CLOSURE 1 □ 2 □ 3 □	Know what's below, Call before you die.
SIDEWALK* DISKE LANE OTHER	H INDEMNIEICATION ACDEEMENT
TRANSIT STOP? U Y N PARKING LANE(S)** Y N N **NON-METERED	H. INDEMNIFICATION AGREEMENT:
START DATE: END DATE: # OF DAYS*:	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 three set of the set.
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW	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 birs successor
TANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM	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.
TANDARD CLOSURE HOURS 🗆 *NON-STANDARD CLOSURE HOURS 🗖	I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.
REQUESTED CLOSURE HOURS: AM PM	PRINT NAME: STEVE WILKOS
non-standard hours may not be allowed near schools, on arterials, or other ircumstances and are subject to approval during the permitting process	SIGNATURE:
MC 14.09.040 allows work from 6 AM to 10 PM without violating the poice ordinance	DATE. (1) Sa
7AM to 9PM for pneumatic hammers)	DATE: Jule-25
For Administration Use Only (applicable to CLOSURE approval)	

Approved By: _

□ BPW □ City Engineer □ Director Date:_____

Staff Representative: _____ Phone#: _____ Date:___



Additional Temporary Traffic Control Resource(s): MUTCD https://mutcd.fhwa.dot.gov/htm/2009/part6/part6_toc.htm

BOARD OF PUBLIC WORKS RESOLUTION 2023-24 Encroachment with Bryan Rental, Inc.

WHEREAS, Bryan Rental, Inc. (hereinafter "Owner") owns the real property at 430 E. Kirkwood, which real estate is more particularly described in a deed recorded as Instrument No. 1984166285, in the Office of the Recorder of Monroe County (hereinafter "Property"); and

WHEREAS, Owner wishes to use the right-of-way for access to the walk-up window that is to be installed on the Dunn St. side of the building. The elements that would encroach into and/or utilize the right-of-way are: existing sprinkler riser room, concrete pad (sidewalk) and tree grate, awnings, and railing to be installed behind the existing public sidewalk.

WHEREAS, the City neither desires nor intends to vacate this right of way; and

WHEREAS, the City of Bloomington Board of Public Works has authority pursuant to IC 36-9-2-5 to establish, vacate, maintain, and operate public ways, including air ways over sidewalks;

NOW, THEREFORE, BE IT RESOLVED:

That the City agrees not to initiate any legal action against Owner or its successor(s) in interest regarding the encroachment into the described right of way provided that:

- 1. Owner agrees to maintain all of the described encroachments and to keep them in a safe and good condition. Owner shall be responsible for timely performance of maintenance and shall bear all expense regarding such maintenance.
- 2. Owner agrees to provide service to one customer at a time via the exterior walk-up window such that a new order cannot start until the previous order is fulfilled. Owner agrees that the business will manage their customer queue at the exterior walk-up window such that customer activity does not impede the free movement of pedestrians utilizing the Dunn St. sidewalk.
- 3. The encroachments shall not deviate from the design which are depicted in Exhibit A of this Resolution. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.
- 4. This Resolution is not intended to relieve Owner of any provisions of any applicable zoning or other ordinance or statute that may apply to the Property.

- 5. Owner agrees that the only encroachments that may be installed in the right of way are described herein. In the event Owner wishes to install any additional encroachment(s), Owner must first obtain additional approval from the Board of Public Works.
- 6. The terms of this Resolution shall be in effect upon the following: (a) passage by the Board of Public Works; (b) written acceptance by Owner and acknowledgement by Owner that the Board of Public Works may alter the terms and conditions to address unanticipated problems or may revoke permission if the Board determines the encroachments are undesirable in terms of the general welfare of the City; and (c) the return of a copy of the signed and notarized Resolution to the Engineering Department for recording, which must include the fee to the Monroe County Recorder's Office.
- 7. Owner understands and agrees that if the City or a public utility needs to work in said area for any reason, and any of the encroachments needs to be removed to facilitate the City or a utility, the removal shall be at the sole expense of Owner, and the City shall not be responsible for any damage which may occur to the encroachments by the City's workers or contractors, or by those of a public utility. Owner shall not be compensated for any expense which it may incur.
- 8. If at any time it is determined that the encroached upon area should be improved to better serve the public, or public improvements need to be made in the right of way and the encroaching improvements interfere with the planned public improvements, then Owner shall remove any materials or other installations, included within the encroachments upon notification by the City, without compensation by the City.
- 9. In the event the Owner sells the property during the term of this authorization, this authorization shall continue under the original conditions and be binding on its successors and assigns. However, if Owner's successors and assigns wish to change any of the encroachment(s) in any way, Owner's successors and assigns shall return to the Board of Public Works for permission to replace or modify said encroachment(s) prior to any change being made.
- 10. In consideration for the use of the property, pursuant to this Resolution, Owner, for itself, its officers, directors, agents, employees, members, successors and assigns, (collectively, the "Owner Parties") hereby acknowledges and agrees to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property by the Owner Parties pursuant to this

Resolution, and for the same consideration hereby agree to indemnify, hold harmless, release, waive and forever discharge the City, its officers, directors, agents, employees, successors and assigns, and all other persons and entities associated with the City, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property by the Owner Parties pursuant to this Resolution, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract. Owner expressly acknowledges that this Resolution is intended to be as broad as permitted by law, subject to the terms and conditions hereof, and, if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

- 11. This Resolution shall run with the land and shall bind the Owner and its successors and assigns. Owner expressly consents to the provisions of this Resolution on its own behalf and on behalf of its successors and assigns.
- 12. David H. Kamer of Bryan Rental, Inc., Owner, agrees by signing that he has full power by proper action to enter into this agreement and has authority to do so.

IN WITNESS WHEREOF, the Board of Public Works has executed this Resolution 2023-24 this day of , 2023.

CITY OF BLOOMINGTON

Bryan Rentals, Inc.

BOARD OF PUBLIC WORKS

By: _____ By: _____ By: _____ David H. Kamer, Manager

By:

Date:

Elizabeth Karon, Vice President

By: _____

Jennifer Lloyd, Secretary

STATE OF INDIANA)

) SS: COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Kyla Cox Deckard, Elizabeth Karon, and Jennifer Lloyd of the City of Bloomington Board of Public Works, who acknowledged the execution of the foregoing instrument.

WITNESS, my hand and not 20	tarial seal this _	day of,
Resident of	_ County	
My Commission #:		Notary Public Signature
My Commission expires:		Printed Name
STATE OF INDIANA)) SS:	
COUNTY OF MONROE)	
	Manager of Bry	or said County and State, personally van Rental, Inc., who acknowledged the
WITNESS, my hand and not 20	tarial seal this _	day of,
Resident of	_ County	
My Commission #		Notary Public Signature
My Commission #:		Printed Name
My Commission expires:		_

I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Aleksandrina P. Pratt

This instrument was prepared by Aleksandrina P. Pratt, Assistant City Attorney, City of Bloomington Legal Department, P.O. Box 100, Bloomington, Indiana 47402-0100.



Board of Public Works Staff Report

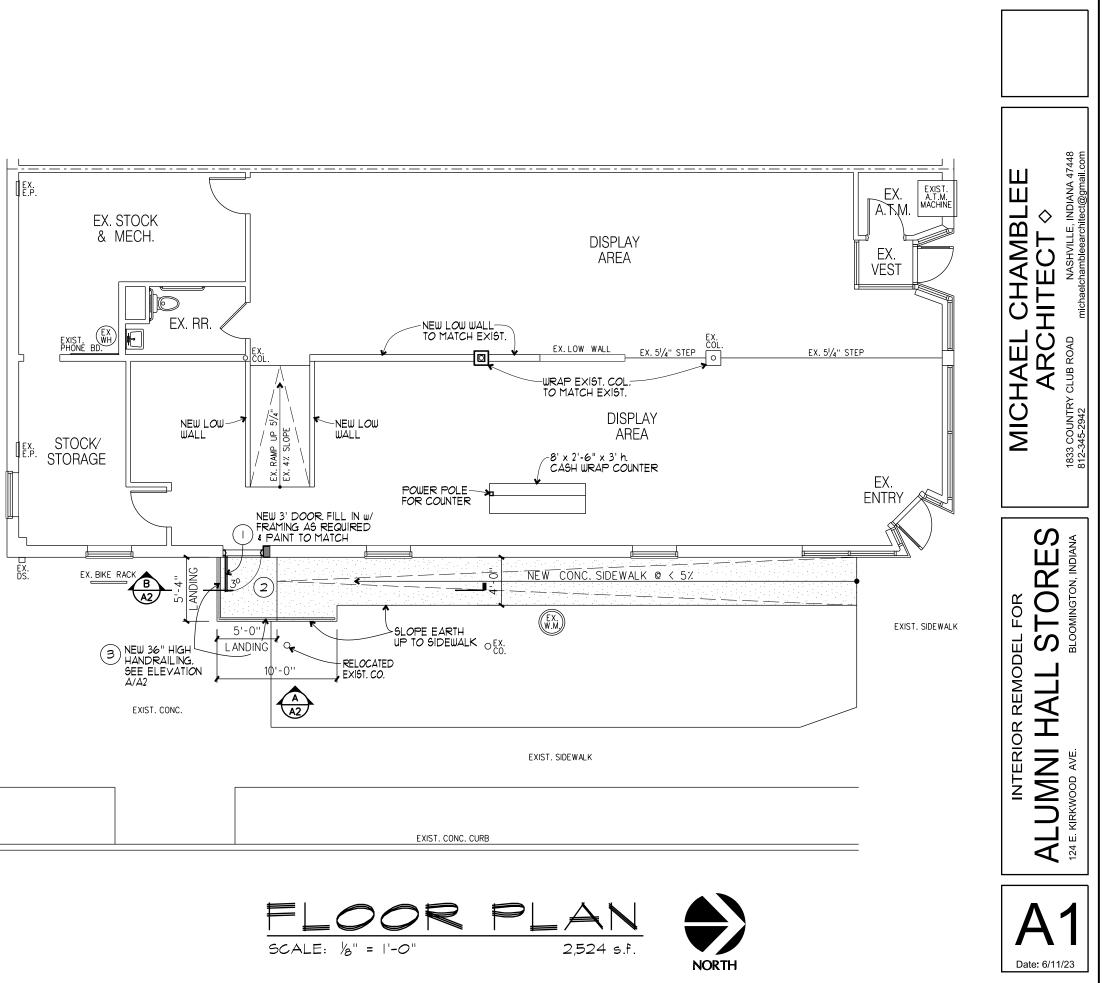
•	-
Project/Event:	Request for Approval of Resolution 2023-28 Right of Way Encroachment for Alumni Hall Store 124 E. Kirkwood Ave.
Petitioner/Representative:	Alumni Hall Store on behalf of 118 Kirkwood, LLC
Staff Representative:	Maria McCormick
Date:	June 20, 2023

Report:

The petitioner is requesting approval for an ADA ramp with railing and sidewalk located in the rightof-way (ROW). Alumni Hall Store is going into the space located at 124 E. Kirkwood. This space was previously occupied as an office. Due to the change in use a second exit accessible was required. There is an existing door on the east side of the building that opens in to the ROW where the petitioner was able to construct an ADA accessible sidewalk and ramp that

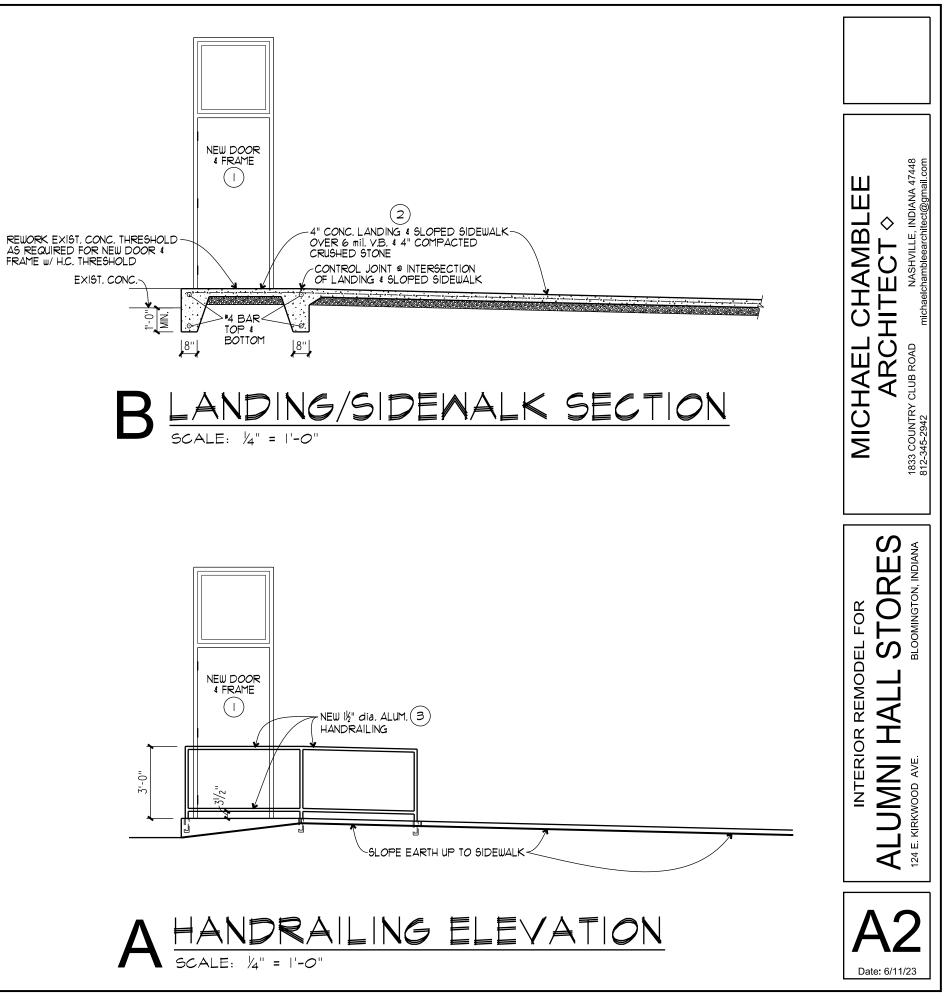
The petitioner's request to the BPW is for and encroachment agreement that included the following elements that would encroach into and/or utilize the ROW:

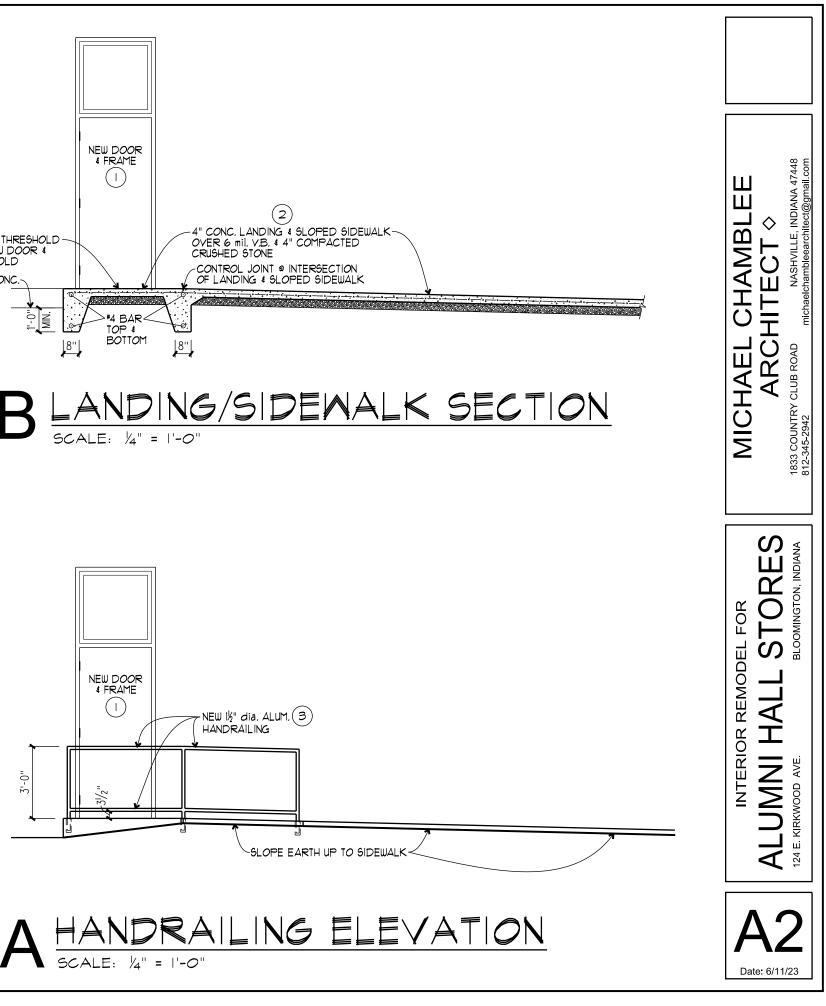
- ADA accessible ramp and sidewalk
- Railing (installed at the top of the ramp)

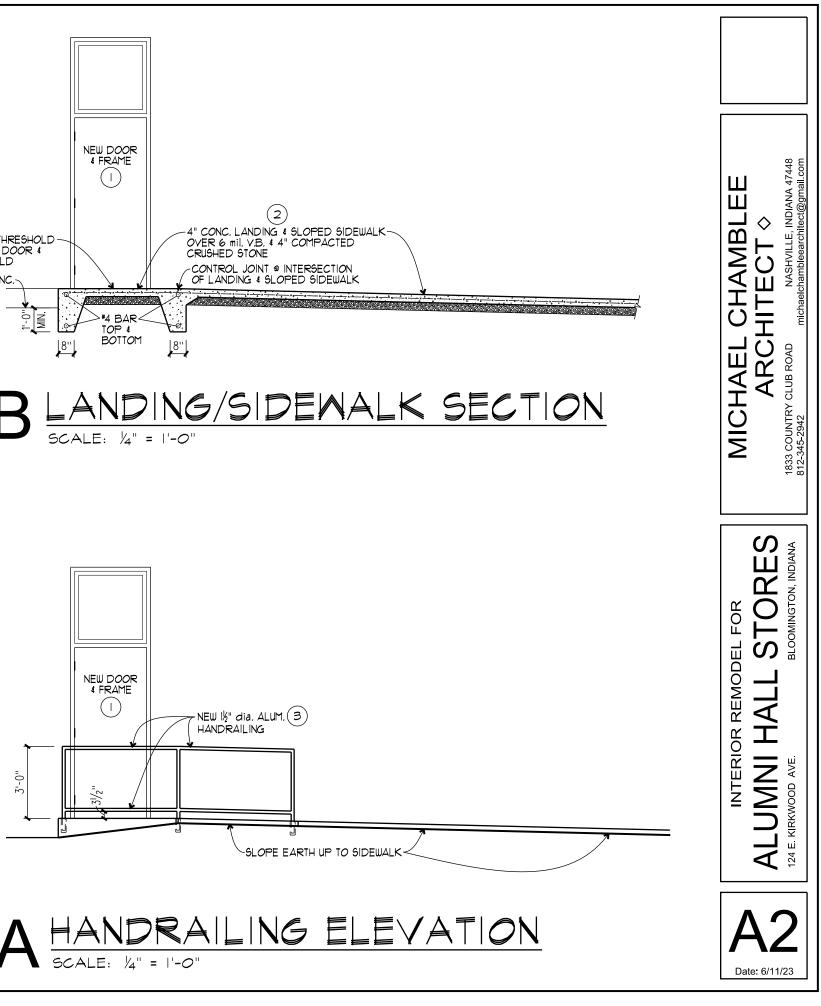


PLAN NOTES

- EXTERIOR DOOR & FRAME: HOT DIPPED ZINC COATED 18 ga. STEEL DOOR & 16 ga. FRAME HARDWARE: PANIC DEVICE & CLOSER (I)
- CONCRETE LANDING & SIDEWALK: 4,000 psi CONCRETE W/ 6x6 w1.9xw1.9WW.F. REINFORCING, 2 INSTALL OVER 6 mil. POLYETHYLENE. APPLY KURE-N-SEAL 30
- ALUMINUM HANDRAILINGS: 1/2" dia. PREFINISH Э W/ POWDER COATED PAINT, INSTALL IN HOLES W/ NON-SHRINK GROUT











BOARD OF PUBLIC WORKS RESOLUTION 2023-28

Encroachment with 118 Kirkwood, LLC

WHEREAS, 118 Kirkwood, LLC (hereinafter "Owner") owns the real property at 124 E. Kirkwood Ave., which real estate is more particularly described in a deed recorded as Instrument No. 2016002963, in the Office of the Recorder of Monroe County (hereinafter "Property"); and

WHEREAS, Owner has constructed an ADA ramp with railing and a sidewalk on the east side of the building in the right-of-way. The elements that encroach into and/or utilize the right-of-way are: ADA accessible ramp and sidewalk, and railing (installed at the top of the ramp);

WHEREAS, the City neither desires nor intends to vacate this right of way; and

WHEREAS, the City of Bloomington Board of Public Works has authority pursuant to IC 36-9-2-5 to establish, vacate, maintain, and operate public ways, including air ways over sidewalks.

NOW, THEREFORE, BE IT RESOLVED:

That the City agrees not to initiate any legal action against Owner or its successor(s) in interest regarding the encroachment into the described right of way provided that:

- 1. Owner agrees to maintain all of the described encroachments and to keep them in a safe and good condition. Owner shall be responsible for timely performance of maintenance and shall bear all expense regarding such maintenance.
- 2. The encroachments shall not deviate from the design which are depicted in Exhibit A of this Resolution. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.
- 3. This Resolution is not intended to relieve Owner of any provisions of any applicable zoning or other ordinance or statute that may apply to the Property.
- 4. Owner agrees that the only encroachments that may be installed in the right of way are described herein. In the event Owner wishes to install any additional encroachment(s), Owner must first obtain additional approval from the Board of Public Works.

- 5. The terms of this Resolution shall be in effect upon the following: (a) passage by the Board of Public Works; (b) written acceptance by Owner and acknowledgement by Owner that the Board of Public Works may alter the terms and conditions to address unanticipated problems or may revoke permission if the Board determines the encroachments are undesirable in terms of the general welfare of the City; and (c) the return of a copy of the signed and notarized Resolution to the Engineering Department for recording, which must include the fee to the Monroe County Recorder's Office.
- 6. Owner understands and agrees that if the City or a public utility needs to work in said area for any reason, and any of the encroachments needs to be removed to facilitate the City or a utility, the removal shall be at the sole expense of Owner, and the City shall not be responsible for any damage which may occur to the encroachments by the City's workers or contractors, or by those of a public utility. Owner shall not be compensated for any expense which it may incur.
- 7. If at any time it is determined that the encroached upon area should be improved to better serve the public, or public improvements need to be made in the right of way and the encroaching improvements interfere with the planned public improvements, then Owner shall remove any materials or other installations, included within the encroachments upon notification by the City, without compensation by the City.
- 8. In the event the Owner sells the property during the term of this authorization, this authorization shall continue under the original conditions and be binding on its successors and assigns. However, if Owner's successors and assigns wish to change any of the encroachment(s) in any way, Owner's successors and assigns shall return to the Board of Public Works for permission to replace or modify said encroachment(s) prior to any change being made.
- 9. In consideration for the use of the property, pursuant to this Resolution, Owner, for itself, its officers, directors, agents, employees, members, successors and assigns, (collectively, the "Owner Parties") hereby acknowledges and agrees to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property by the Owner Parties pursuant to this Resolution, and for the same consideration hereby agree to indemnify, hold harmless, release, waive and forever discharge the City, its officers, directors, agents, employees, successors and assigns, and all other persons and entities associated with the City, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable

attorneys' fees and court costs, which may occur as a result of the use of said property by the Owner Parties pursuant to this Resolution, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract. Owner expressly acknowledges that this Resolution is intended to be as broad as permitted by law, subject to the terms and conditions hereof, and, if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

- 10. This Resolution shall run with the land and shall bind the Owner and its successors and assigns. Owner expressly consents to the provisions of this Resolution on its own behalf and on behalf of its successors and assigns.
- 11. William Shank of 118 Kirkwood, LLC, Owner, agrees by signing that he has full power by proper action to enter into this agreement and has authority to do so.

IN WITNESS WHEREOF, the Board of Public Works has executed this Resolution 2023-28 this ______ day of ______, 2023.

CITY OF BLOOMINGTON

118 Kirkwood, LLC

BOARD OF PUBLIC WORKS

Ву: _____

Kyla Cox Deckard, President

By: _____ William Shank, Manager

By: _____

Date:

Elizabeth Karon, Vice President

Ву: _____

Jennifer Lloyd, Secretary

STATE OF INDIANA)

) SS: COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Kyla Cox Deckard, Elizabeth Karon, and Jennifer Lloyd of the City of Bloomington Board of Public Works, who acknowledged the execution of the foregoing instrument.

WITNESS, my hand and nota 20	arial seal this _	day of,	
Resident of	_ County		
		Notary Public Signature	
My Commission #:		Printed Name	
My Commission expires:			
STATE OF INDIANA)) SS:		
COUNTY OF MONROE)		
Before me, a Notary Public in and for said County and State, personally appeared William Shank , Manager of 118 Kirkwood, LLC, who acknowledged the execution of the foregoing instrument. WITNESS, my hand and notarial seal this day of,			
20	anai sear uns _	uay oi,	
Resident of	_ County		
My Commission #:		Notary Public Signature	
		Printed Name	
My Commission expires:			

I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Aleksandrina P. Pratt

This instrument was prepared by Aleksandrina P. Pratt, Assistant City Attorney, City of Bloomington Legal Department, P.O. Box 100, Bloomington, Indiana 47402-0100.



Board of Public Works Staff Report

Project/Event:
Petitioner/Representative:
Staff Representative:
Date:

Request for use of Right of Way to place dumpster in alley Housing and Neighborhood Development <u>Maria McCormick</u> June 20, 2023

Report:

Housing and Neighborhood Development is requesting permission to place a dumpster in the alley located in the right-of-way (ROW) located behind 530 S. Washington St. This dumpster will be in place from June 26 – June 27 for the abatement of the property located at 530 S. Washington St that was approved by the board on March 14, 2023.



City of Bloomington Housing and Neighborhood Development

June 15, 2023

Joseph Davis 530 S. Washington Street Bloomington, IN 47401

Re: Notice of Abatement at 530 S. Washington Street, Bloomington, IN

Dear Joseph Davis,

Referring to the letter issued to your attention on March 15, 2023, by Adam Wason, Director of Public Works, please recall that on March 14, 2023, the City of Bloomington, Board of Public Works met and considered the Department of Housing and Neighborhood Developments (HAND) request to enter the property at 530 S. Washington Street (parcel # 53-08-04-214-018.000-009, legal description 015-13650-00 Bowles Lot 10) to abate a violation of the Bloomington Municipal Code 6.06.020, which makes it unlawful for any person to throw, place, or scatter any garbage, rubbish, trash, or other refuse over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, rubbish, trash or other refuse to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove it. At that meeting the Board granted HAND the right to enter the property to abate the violation.

Please be advised that HAND is going to abate the property on the 26th & 27th days of June, 2023. Once the abatement is complete you will be billed for all associated cost. Pursuant to BMC 6.06.080 once the abatement is complete you have 10 (ten) days to pay the bill. After that time a lien on your property will be placed with the Monroe County Auditor.

The Board's Order is continuous and shall remain in effect until August 11, 2023. This continuous abatement notice serves as notice that each subsequent violation of this chapter may be abated by the city or its private third-party contractors.

If you have any questions, please contact myself or Christopher J. Wheeler, assistant attorney for the City of Bloomington.

Regards,

Anna Killion-Hanson Assistant Director

City Hall



CITY OF BLOOMI RIGHT-OF-WAY USE PERMI	Bloomington, IN 47402		
TROW EXCAVATION TROW USE	Fax: (812) 349-3520 Email:		
ADDRESS OF ROW ACTIVITY: AUNY E			
A. APPLICANT/AGENT INFORMATION:	D. TRAFFIC CONTROL DEVICES*:		
APPLICANT NAME: JOHN HOWATT	CONES ARROWBOARD		
E-MAIL: HEWYTTJO ELCOMING TON IN. GOV	LIGHTED BARRELS TYPE 3 BARRICADES		
COMPANY: CITY OF BLOOMINGTON - HAND	□ FLAGGERS □ BPD OFFICER		
ADDRESS: 401 N MORTON	*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT)PLAN IS YOUR RESPONSIBILITY AND REQUIRED		
CITY, STATE, ZIP: BLG7N 47404	See page 3 for additional MOT resources; the graph paper can be used for your MOT		
24-HR EMERGENCY CONTACT NAME: 374744	site plan if needed or you can submit a separate sheet E. METERED PARKING SPACES NEEDED: 🗆 Y 🖾 N		
24-HR CONTACT PHONE #:	IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S)		
INSURANCE #*:COMPANY:	APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/		
BOND#*:COMPANY:	moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436		
* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED	F. IS THIS A CBU* COUNTY* IU* NP* PROJECT?		
SUBCONTRACTOR INFORMATION (LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)	PROJECT NAME:		
	PROJECT #:		
COMPANYNAME: 4U LAWNCHRY & LANDSCAPY	PROJECT MGR.:		
B. WORK DESCRIPTION:	PROJECT MGR. #: *CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY		
POD/DUMPSTER □ CRANE □ SCAFFOLDING □ CONSTRUCTION USE* CENTLAND	[*] IU= INDIANA UNIVERSITY [*] NP= NOT-FOR-PROFIT AGENCY		
(EXPLAIN): DVMPS74	G. EXCAVATIONS:		
EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND	SQ FT OF PAVEMENT EXCAVATIONS : *PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS		
C. RIGHT OF WAY TO BE USED/CLOSED:	SQ FT OF NON-PAVEMENT* EXCAVATIONS:		
STREET NAME 1: AUG BUHND 530 S WASHINGTON 1ST INTERSECTING STREET NAME:	*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE		
2ND INTERSECTING STREET NAME:	LINEAL FT OF BORE*:		
□ ROAD CLOSURE □ LANE CLOSURE 1 □ 2 □ 3 □	*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS # OF POLE INSTALLATIONS/REMOVAL:		
\square SIDEWALK* \square BIKE LANE \blacksquare OTHER	SQ FT OF SIDEWALK RECONSTRUCTION*:		
TRANSIT STOP? \Box Y \Box N PARKING LANE(S) ^{**} \Box Y \Box N ^{**NON-METERED}	*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED		
START DATE: 6/24/23 END DATE: 6/27/23 # OF DAYS*:	SQ FT OF SIDEWALK NEW CONSTRUCTION*:		
	*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE		
STREET NAME 2:	#RESIDENTIAL DRIVEWAY INSTALLATION:		
1ST INTERSECTING STREET NAME:	TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK		
2ND INTERSECTING STREET NAME:	CALL 811 OR 800-382-5544		
□ ROAD CLOSURE □ LANE CLOSURE 1 □ 2 □ 3 □	Know what's below, Call before you dig. ITS THE LAW.		
□ SIDEWALK* □ BIKE LANE □ OTHER TRANSIT STOP? □ Y □ N PARKING LANE(S)** □ Y □ N **NON-METERED	H. INDEMNIFICATION AGREEMENT:		
START DATE: END DATE: # OF DAYS*:	The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the		
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW	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,		
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM	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.		
STANDARD CLOSURE HOURS 🗹 🛛 *NON-STANDARD CLOSURE HOURS 🗖	I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.		
REQUESTED CLOSURE HOURS: AM PM	PRINT NAME: JOHN / HEWETT		
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process	SIGNATURE:		
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)	DATE: 6/15/2023		

For Administration Use Only (applicable to CLOSURE approval)

D1004

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

Staff Representative: _____ Phone#: _____ Date:_____



Board of Public Works Staff Report

Project/Event: Installation of FRP on Walls at Animal Care & Control

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: 6/20/2023

The staff at Animal Care & Control has recognized the need to install FRP (fiberglass reinforced plastic) panels on the walls of hallways, exam rooms, and some offices at their facility. These are thin sheets of FRP that are intended to protect the walls form scuffing and damage, and moisture from the necessary cleaning of the walls. It will provide for more sanitary conditions at the facility. Three contractors were solicited for quotes on this project. Two were responsive and one was unresponsive. The quotes are as follows:

Patriot Interiors	\$ 9,980.00
Ann-Kris, LLC	\$22,175.25
General Interiors	Unresponsive

There is a large discrepancy in the quotes. After investigation, we believe this is due to a large difference in the material costs the contractors have been quoted by their different suppliers. The contractor with the higher bid would also face additional costs associated with rearranging his schedule to complete this project.

Staff recommends awarding the contract to Patriot Interiors Unlimited, Inc. for the amount of \$ 9,980.00.

Respectfully submitted,

JD Souff

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Patriot Interiors Unlimited, Inc.

Contract Amount: \$ 9,980.00

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 INFORMATI	ON	
1.	Check the box beside the procurer applicable)	mentn	nethod used to initiate this p	procurement: (Attach a quote or bid	tabulation if
	Request for Quote (RFQ)		Request for Proposal (RFP)	Sole Source	Not Applicable (NA)
	Invitation to Bid (ITB)		Request for Qualifications (RFQu)	Emergency Purchase	— (NA)
2.	List the results of procurement pr	rocess.	. Give further explanation v	where requested.	Yes No
	# of Submittals: 2	Yes	No	Was the lowest cost selected? (If no,	
	Met city requirements?	•		please state below why it was not.)	
	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:

Three contractors were solicited for quotes on this project. Two were responsive and one was unresponsive. The quotes are as follows:

Patriot Interiors \$9,980.00 Ann-Kris, LLC \$22,175.25 General Interiors Unresponsive

There is a large discrepancy in the quotes. After investigation, we believe this is due to a large difference in the material costs the contractors have been quoted by their different suppliers. The contractor with the higher bid would also face additional costs associated with rearranging his schedule to complete this project.

J. D. Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

PATRIOT INTERIORS UNLIMITED, INC.

FOR

INSTALLATION OF FRP PANELS AT ANIMAL CARE & CONTROL

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and Patriot Interiors Unlimited, Inc., (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for Installation of FRP Panels on Walls at Animal Care & Control, (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

<u>1.01</u> 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

<u>2.01</u> CONTRACTOR shall complete all work required under this Agreement within 45 days of Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

2.02 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided. The CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.03 CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any

part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed **Nine Thousand Nine Hundred Eighty Dollars (\$9,980.00)**. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

<u>3.06</u> 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.

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

<u>4.02</u> <u>**Retainage Amount**</u> 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 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.

<u>4.03</u> 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.

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

- 1. This Agreement and its Attachments.
- 2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
- 3. All Addenda to the Quote Documents.
- 4. The Invitation to Quoters.
- 5. The Instructions to Quoters.
- 6. The Special Conditions.
- 7. All plans as provided for the work that is to be completed.
- 8. The Supplementary Conditions.
- 9. The General Conditions.
- 10. The Specifications.

- 11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
- 12. CONTRACTOR'S submittals.
- 13. The Performance Bond and the Payment Bond.
- 14. The Escrow Agreement.
- 15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

<u>5.05.01</u>

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 Non-Discrimination

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

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

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

Breach of this covenant may be regarded as a material breach of the Agreement.

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

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

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

a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.

b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

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

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

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

5.10 Safety. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations,

ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

5.12.03 Failure by CONTRACTOR to pay for labor and services performed, material furnished or services rendered may result in forfeiture of CONTRACTOR's Payment Bond.

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Patriot Interiors Unlimited, Inc.
Attn: J. D. Boruff, Facilities Director	Attn: Ned Skinner
P.O. Box 100 Suite 130	1150 N. Sunrise Greetings Court
Bloomington, Indiana 47404	Bloomington, Indiana 47404

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor or it

unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

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

5.19 Non-Collusion

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

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

DATE: _____

City of Bloomington Bloomington Board of Public Works

Patriot Interiors Unlimited, Inc.

BY:

BY:

Kyla Cox Deckard, President

Ned Skinner, Owner

Elizabeth Karon, Vice President

Jennifer Lloyd, Secretary

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

INSTALLATION OF FRP PANELS AT ANIMAL CARE & CONTROL

This project shall include, but is not limited to:

Demolition

- Remove existing FRP on Walls
- Remove Wall Bumpers (Reinstall)

Painting

- Paint Hallway and Offices (2) Above FRP
- (7) Door Frames

FRP Installation

- .090 Nudo Wall Panels (Dark Gray)
- Inside Corners
- Outside Corners
- Dividing Strips
- Edge Mold
- FRP Adhesive

ATTACHMENT 'B'

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

STATE OF INDIANA)
) SS:
COUNTY OF)

AFFIDAVIT

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

1. The undersigned is the ______ of _____ (job title)

(company name)

2. The undersigned is duly authorized and has full authority to execute this Quoter's Affidavit.

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

	Trench Safety Measure	Units of	Unit Cost	Unit	Extended Cost
		Measure		Quantity	
Α.					
В.					
С.					
D.					
				Total	\$

Method of Compliance	(Specify)
----------------------	-----------

Date: _____, 20_____

Signature

Printed Name

STATE OF INDIA	NA)				
) S	5:			
COUNTY OF)				
Before	me, a Notary Public ir	and for said	County and State, personally appea	red	
			and acknowledged the executio	n of the foregoing this	day
of	, 20	·			
My Commission	Expires:				
			Signature of Notary Public		
County of Reside	ence:				
			Printed Name of Notary Public		
*Quoters:	Add extra sheet(s), i	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'

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)
- 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 herby 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 Cou acknowledged the execution of the foregoing this	unty and State, personally appeared day of	and
My Commission Expires:		
County of Residence:	Notary Public's Signature	
	Printed Name of Notary Public	
Commission Number	_	

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this	day of	, 20
		(Name of Organization)
		Ву:
		(Name and Title of Person Signing)
STATE OF INDIANA)
COUNTY OF) SS:
		/
Subscribed and s	worn to before	e me this day of, 20
My Commission Expires: _		
		Notary Public Signature
Resident of	County	
		Printed Name
Commission Number		

PATRIOT INTERIORS UNLIMITED, INC.

1150 N Sunrise Greetings Court ⊕ Bloomington, IN ⊕ 47404 (812)-333-1500 > Office (812)227-0501 > Cell METAL STUD FRAMING · DRYWALL · INSULATION · ACOUSTICAL CEILINGS · DOORS & HARDWARE · INTERIOR TRIM

PROPOSAL

To: Bloomington Animal Shelter

4/17/2023

3410 S Walnut Street

Bloomington, IN 47401

We Propose to Furnish All Labor, Material, and Equipment to Complete the Following Work Per Drawings Dated 3/13/2023:

<u>Demo</u>

- Remove existing FRP on Walls
- Remove Wall Bumpers (Reinstall)

<u>Paint</u>

- Paint Hallway and Offices (2) Above FRP
- (7) Door Frames

<u>FRP</u>

- .090 Nudo Wall Panels (Dark Gray)
- Inside Corners
- Outside Corners
- Dividing Strips
- Edge Mold
- FRP Adhesive

Above Price...... \$ 9,980.00

Exclusions: HVAC, Electrical, Plumbing, MSF and All Items Not Listed.

Thank You for Considering the Services of Patriot Interiors Unlimited, Inc.



Vendor	Invoice Description	Received Date Payment	Date Invoice Amount
Fund 101 - General Fund (S0101)			
Department 01 - Animal Shelter			
Program 010000 - Main			
Account 43442 - Equipment Deposits			
Kathy Hertz	01-Returned Trap	06/23/202	23 40.00
	Account 43442 - Equipment Deposits Totals	Invoice 1 Transactions	\$40.00
Account 52110 - Office Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	01- Scales, power strip, books	06/23/202	23 18.72
	Account 52110 - Office Supplies Totals	Invoice 1 Transactions	\$18.72
Account 52210 - Institutional Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	01- Scales, power strip, books	06/23/202	23 26.55
4586 - Hill's Pet Nutrition Sales, INC	01-canine/puppy/kitten food	06/23/202	23 259.88
4574 - John Deere Financial f.s.b. (Rural King)	01-1 gallon drinking water	06/23/202	23 1.29
4574 - John Deere Financial f.s.b. (Rural King)	01-litter-50 40lb bags pellet	06/23/202	23 249.50
4549 - Kroger Limited Partnership I	bedding, 01-Cat Milk	06/23/202	23 11.98
4633 - Midwest Veterinary Supply, INC	01-Vet supplies antibiotics	06/23/202	23 30.81
4633 - Midwest Veterinary Supply, INC	01-Vet supplies flavor feline	06/23/202	23 36.12
4633 - Midwest Veterinary Supply, INC	solution 01-ID Bands	06/23/202	23 41.48
4633 - Midwest Veterinary Supply, INC	01-Vet supplies- thyroid	06/23/202	23 54.72
4633 - Midwest Veterinary Supply, INC	medication 01-Vet supplies -ketamine	06/23/202	23 84.84



Invoice Date Range 06/10/23 -06/23/23

4633 - Midwest Veterinary Supply, INC	01-Vet supplies -bene-bac	06/23/2023	114.24
4633 - Midwest Veterinary Supply, INC	01-Vet supplies milk replacer,	06/23/2023	170.86
4633 - Midwest Veterinary Supply, INC	urine diagnostic strips 01-Vet supplies food trays,	06/23/2023	325.16
4633 - Midwest Veterinary Supply, INC	syringes, Isolation gowns 01-gloves, antibiotics, needles,	06/23/2023	333.65
4633 - Midwest Veterinary Supply, INC	supportive meds 01-Vet supplies antibiotics,	06/23/2023	349.48
4633 - Midwest Veterinary Supply, INC	antiparasitics, disinfectant 01-Vet supplies antibiotic,	06/23/2023	416.82
4633 - Midwest Veterinary Supply, INC	syringes, pain relief medication 01-disinfectant-Rescue	06/23/2023	1,646.00
4707 - Vortech Pharmaceuticals	Concentrate 55 gallon drum 01 - Fatal Plus	06/23/2023	549.17
4666 - Zoetis, INC	01-Veterinary Supplies-feline &	06/23/2023	1,305.95
4666 - Zoetis, INC	canine vaccines, allergy med 01-Veterinary Supplies- allergy	06/23/2023	391.95
Acc	medication count 52210 - Institutional Supplies Totals	– Invoice 20 Transactions	\$6,400.45
Account 52340 - Other Repairs and Maintenance			
313 - Fastenal Company	01- trash liners	06/23/2023	89.07
Account 5234	0 - Other Repairs and Maintenance Totals	Invoice 1	\$89.07
Account 52410 - Books		Transactions	
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	01- Scales, power strip, books	06/23/2023	16.00
	Account 52410 - Books Totals	Invoice 1	\$16.00
Account 52420 - Other Supplies		Transactions	
577 - W.W. Grainger, INC	01-2 Way Radios - In Shelter	06/23/2023	1,990.06
	Communication Account 52420 - Other Supplies Totals	Invoice 1	\$1,990.06
Account 52430 - Uniforms and Tools		Transactions	

Account 52430 - Uniforms and Tools



798 - Winters Associates Promotional Products, INC	01-ACO Uniforms	06/23/2023	294.87
	Account 52430 - Uniforms and Tools Totals	Invoice 1 Transactions	\$294.87
Account 53130 - Medical		Transactions	
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries - 6/1-	06/23/2023	2,214.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	6/8/23 01-Spay/Neuter & Other	06/23/2023	590.94
	Surgeries Account 53130 - Medical Totals	Invoice 2 Transactions	\$2,804.94
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06- cell phone chgs 03/12/23- 04/11/23-Inv.	06/14/2023	40.78
	Account 53210 - Telephone Totals	Invoice 1 Transactions	\$40.78
Account 53220 - Postage			
3560 - First Financial Bank / Credit Cards	01-UPS Store-BOH Shipping-	06/14/2023	12.72
3560 - First Financial Bank / Credit Cards	5/8/23 01-UPS Store-BOH shipping- 5/17/23	06/14/2023	12.76
3560 - First Financial Bank / Credit Cards	01-USPS-certified mail-5/17/23	06/14/2023	16.26
	Account 53220 - Postage Totals	Invoice 3 Transactions	\$41.74
Account 53610 - Building Repairs		Transactions	
6378 - ANN-KRISS, LLC	01 - SA - Repair of gate post	BC 2022-112 06/23/2023	300.00
4483 - City Lawn Corporation	01 - SA - Mowing on 5/1, 5/8,	BC 2022-091 06/23/2023	600.00
	5/16, 5/23, 5/30/23 Account 53610 - Building Repairs Totals	Invoice 2 Transactions	\$900.00
Account 53990 - Other Services and Charges			
4045 - Datamars, INC	01-Microchip Registrations (3)	06/23/2023	29.97
4045 - Datamars, INC	01-Microchip Registrations (4)	06/23/2023	39.96



60 - Monroe County Solid Waste Management District	01-Sharps Disposal -5/22/23	06/23/2023	62.40
Acc	ount 53990 - Other Services and Charges Totals	Invoice 3	\$132.33
	Program 010000 - Main Totals	Transactions Invoice 37 Transactions	\$12,768.96
Program 010001 - Donations Over \$5K			
Account 53130 - Medical			
50350 - Arlington Heights Veterinary Hospital, INC	01-Emergency vet visit-5/11/23	06/23/2023	538.60
50350 - Arlington Heights Veterinary Hospital, INC	01-dental surgery-5/30/23	06/23/2023	621.08
50350 - Arlington Heights Veterinary Hospital, INC	01-Neuter & dental surgery-	06/23/2023	999.08
6529 - BloomingPaws, LLC	5/22/23 01-Spay/Neuter & HTW	06/23/2023	1,000.20
6529 - BloomingPaws, LLC	treatment 01-Spay & heartworm treatment	06/23/2023	207.58
3376 - Bloomington Pets Alive, INC	01 - Spay/neuter surgeries-5/1-	06/23/2023	11,654.00
3929 - IDEXX Laboratories, INC	5/30/23 01-Blod work, fecal panel	06/23/2023	192.22
	Account 53130 - Medical Totals	Invoice 7 Transactions	\$15,212.76
	Program 010001 - Donations Over \$5K Totals	Invoice 7 Transactions	\$15,212.76
	Department 01 - Animal Shelter Totals	Invoice 44 Transactions	\$27,981.72
Department 02 - Public Works			
Program 020000 - Main			
Account 46060 - Other Violations			
Adam Beaver	26-customer over paid \$30.00,	06/23/2023	10.00
Max Kerner	balance of ticket was \$20.00 26-customer mailed check for	06/23/2023	30.00
Eric T Schmitz	\$60.00 only owed \$30.00 26-Customer paid on CRS check 13305b, ticket already paid	06/23/2023	30.00



Invoice Date Range 06/10/23 -

06/23/23

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	Account 46060 - Other Violations Totals	Invoice 3 Transactions	\$70.00
Account 53210 - Telephone			
1079 - AT&T	02-Radio circuits-phone charges 03/29/23-04/28/23	06/14/2023	180.23
1079 - AT&T	02-Radio circuits-phone charges 04/29/23-05/28/23	06/14/2023	195.23
	Account 53210 - Telephone Totals	Invoice 2 Transactions	\$375.46
Account 53990 - Other Services and Charges		Transactions	
3560 - First Financial Bank / Credit Cards	02-Application Fee for Chelsea Gregory Notary	06/14/2023	74.37
3560 - First Financial Bank / Credit Cards	02-Background Check for Chelsea Gregory-Notary	06/14/2023	15.70
	Account 53990 - Other Services and Charges Totals	Invoice 2 Transactions	\$90.07
Account 54510 - Other Capital Outlays		THISACUOIS	
1475 - Smock Fansler Corporation	02-10TH & Jefferson Retaining Wall Repair-App 1	BC 2022-138 06/23/2023	38,904.76
	Account 54510 - Other Capital Outlays Totals	Invoice 1 Transactions	\$38,904.76
	Program 020000 - Main Totals	Invoice 8 Transactions	\$39,440.29
	Department 02 - Public Works Totals	Invoice 8	\$39,440.29
Department 03 - City Clerk		Transactions	
Program 030000 - Main			
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06- cell phone chgs 03/12/23- 04/11/23-Inv.	06/14/2023	163.12
	Account 53210 - Telephone Totals	Invoice 1	\$163.12
Account 53230 - Travel		Transactions	
3560 - First Financial Bank / Credit Cards	03-Clerk IIMC travel-rental car	06/14/2023	528.27



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3560 - First Financial Bank / Credit Cards	03-Clerk's Office travel-IIMC	06/14/2023	176.74
3560 - First Financial Bank / Credit Cards	conference-McDowell hotel 03-IIMC travel-hotel McDowell, Bolden	06/14/2023	1,140.44
	Account 53230 - Travel Totals	Invoice 3	\$1,845.45
Account 53310 - Printing		Transactions	
6309 - CivicPlus, LLC	03-Clerk Electronic update of city code-5/19/23	06/23/2023	2,120.00
	Account 53310 - Printing Totals	Invoice 1	\$2,120.00
Account 53320 - Advertising		Transactions	
205 - City Of Bloomington	03-Clerk Juneteenth 2023 sponsorship	06/23/2023	1,000.00
	Account 53320 - Advertising Totals	Invoice 1	\$1,000.00
	Program 030000 - Main Totals	Transactions Invoice 6 Transactions	\$5,128.57
	Department 03 - City Clerk Totals	Invoice 6	\$5,128.57
Department 04 - Economic & Sustainable Dev		Transactions	
Program 040000 - Main			
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06- cell phone chgs 03/12/23- 04/11/23-Inv.	06/14/2023	40.78
	Account 53210 - Telephone Totals	Invoice 1	\$40.78
Account 53230 - Travel		Transactions	
13383 - Shawn Christie Miya	04- Reimb per diem/pkg-MRSS-	06/23/2023	107.00
	OH-5/11-5/12/23 Account 53230 - Travel Totals	Invoice 1	\$107.00
		Transactions	
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	04-MailChimp Monthly Subscription - May 2023	06/14/2023	39.50



	Account 53910 - Dues and Subscriptions Totals	 Invoice 1 Transactions	\$39.50
Account 53970 - Mayor's Promotion of Busin	ness		
8734 - Cicada Cinema LLC	04-Film Screening Fee-5/13/23	06/23/2023	400.00
3560 - First Financial Bank / Credit Cards	04-Hotel (Grant St Inn) for guest speaker at Art event	06/14/2023	468.16
3560 - First Financial Bank / Credit Cards	04-Exhibits Space- Switchyard Brewing Co.	06/14/2023	87.50
	Account 53970 - Mayor's Promotion of Business Totals	Invoice 3 Transactions	\$955.66
Program 04WALD - Waldron Arts Center	Program 040000 - Main Totals	Invoice 6 Transactions	\$1,142.94
Account 53610 - Building Repairs			
393 - Kone INC	04-Waldron Elevator - door	06/23/2023	7,825.00
	detectors Account 53610 - Building Repairs Totals	Invoice 1 Transactions	\$7,825.00
Account 53990 - Other Services and Charge	s	TTAIISACUOIIS	
6515 - Green Camino, INC (Earthkeepers)	04-Composting Service Agreement-6/5/23	06/23/2023	390.00
	Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions	\$390.00
	Program 04WALD - Waldron Arts Center Totals	Invoice 2 Transactions	\$8,215.00
	Department 04 - Economic & Sustainable Dev Totals	– Invoice 8 Transactions	\$9,357.94
Department 05 - Common Council		Transactions	
Program 050000 - Main			
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06- cell phone chgs 03/12/23- 04/11/23-Inv.	06/14/2023	40.78
	Account 53210 - Telephone Totals	Invoice 1 Transactions	\$40.78



	Program 050000 - Main Totals	Invoice 1 Transactions	\$40.78
	Department 05 - Common Council Totals	Invoice 1	\$40.78
Department 06 - Controller's Office		Transactions	
Program 060000 - Main			
Account 52410 - Books			
3560 - First Financial Bank / Credit Cards	06-GFOA - Book-Accounting for Capital Assets Account 52410 - Books Totals	06/14/2023 Invoice 1	78.12
		Transactions	\$70.12
Account 52420 - Other Supplies			
6530 - Office Depot, INC	06-Toner Replacement - Jeff Underwood printer	06/23/2023	128.86
371 - Pitney Bowes, INC	06- DM300Cf400C Red Ink Cartridge #765-Mail Machine	06/23/2023	118.99
	Account 52420 - Other Supplies Totals	Invoice 2 Transactions	\$247.85
Account 53320 - Advertising			
6891 - Gatehouse Media Indiana Holdings	06-Public Notice for Add App 23- 02 ran 5/7/23	06/23/2023	71.15
	Account 53320 - Advertising Totals	Invoice 1 Transactions	\$71.15
Account 53910 - Dues and Subscriptions		Transactions	
3560 - First Financial Bank / Credit Cards	06-INCPAS 2023 Membership Dues for J Underwood	06/14/2023	440.00
3560 - First Financial Bank / Credit Cards	06-INCPAS subcription for on	06/14/2023	299.00
3560 - First Financial Bank / Credit Cards	demand courses 06-INCPAS subscription for Non- Profits	06/14/2023	99.00
	Account 53910 - Dues and Subscriptions Totals	Invoice 3 Transactions	\$838.00
Account 53990 - Other Services and Charges			
5648 - Reedy Financial Group, PC	06-Annexation Financial Plan Consult-billing through	06/23/2023	5,502.48



			00, 20, 20
5648 - Reedy Financial Group, PC	06-Financial Plan Consulting- billing through 5-31-2023	06/23/2023	2,828.75
Account 53990	- Other Services and Charges Totals	Invoice 2 Transactions	\$8,331.23
	Program 060000 - Main Totals	Invoice 9 Transactions	\$9,566.35
Dep	artment 06 - Controller's Office Totals	Invoice 9 Transactions	\$9,566.35
Department 07 - Engineering			
Program 070000 - Main			
Account 52110 - Office Supplies			
3541 - Amazon.com Sales, INC (Amazon.com Services LLC)	07-Shipping boxes for Document scanning/archiving project	06/23/2023	154.54
530 - Office Depot, INC	07-Daily Planner for Project Manager	06/23/2023	59.99
	account 52110 - Office Supplies Totals	Invoice 2 Transactions	\$214.53
account 53160 - Instruction			
560 - First Financial Bank / Credit Cards	07-ITE_Promoting Complete Streets Policies Webinar (N.	06/14/2023	20.00
	Account 53160 - Instruction Totals	Invoice 1 Transactions	\$20.00
account 53210 - Telephone			
3969 - AT&T Mobility II, LLC	06- cell phone chgs 03/12/23- 04/11/23-Inv.	06/14/2023	519.58
	Account 53210 - Telephone Totals	- Invoice 1 Transactions	\$519.58
Account 53990 - Other Services and Charges			
99 - American Structurepoint, INC	07-On-Call Signal Timing (Traffic Engineering Serv)-April 2023	06/23/2023	4,303.11
397 - Data Mgmt Internationale, INC (Smooth Solutions)	07-Scan & Convert misc. archived Files-remaining balance	06/23/2023	3,109.82
560 - First Financial Bank / Credit Cards	07-doxpop Subscription Access to Public Records 5/13/23	06/14/2023	16.35
Account 53990	• Other Services and Charges Totals	- Invoice 3 Transactions	\$7,429.28



Invoice Date Range 06/10/23 -06/23/23

Account 54310 - Improvements Other Than Building

5637 - Shrewsberry & Associates, LLC	07-DT Curb Ramps Ph3-CE-	BC 2022-065	06/23/2023	12,644.36
5637 - Shrewsberry & Associates, LLC	services thru 3/31/23 07-DT Curb Ramps Ph3-CE-	BC 2022-065	06/23/2023	4,574.18
Account E42	services thru 5/26/23	s Invoice	-	\$17,218.54
Account 543	L0 - Improvements Other Than Building Totals	Transactions		\$17,218.54
	Program 070000 - Main Totals			\$25,401.93
		Transactions		<i>4_0)</i> .0100
	Department 07 - Engineering Totals	s Invoice	e 9 –	\$25,401.93
		Transactions	5	
Department 09 - CFRD				
Program 090000 - Main				
Account 52420 - Other Supplies				
8541 - Amazon.com Sales, INC (Amazon.com Services LLC) 09-Balloon Weights for CFRD		06/23/2023	15.69
	Programs			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC	, , , , , , , , , , , , , , , , , , , ,		06/23/2023	222.78
	Supplies-Tootsie Pops, Ribbons		0.6 /0.0 /0.000	165.00
8541 - Amazon.com Sales, INC (Amazon.com Services LLC) 09-Popcorn Machine & Popcorn Packs for Events-Reversion		06/23/2023	165.89
651 - Engraving & Stamp Center, INC	09-Human Rights Awards		06/23/2023	175.70
051 - Engraving & Stamp Center, INC	Plagues-Bloomington Human		00/25/2025	1/5./0
	Account 52420 - Other Supplies Totals	s Invoice	e 4	\$580.06
		Transactions	5	
Account 53230 - Travel				
3560 - First Financial Bank / Credit Cards	09-Change in ITGA Conference		06/14/2023	284.00
	Flight for Beverly Calender		_	
	Account 53230 - Travel Totals		-	\$284.00
		Transactions	5	
Account 53910 - Dues and Subscriptions				
3560 - First Financial Bank / Credit Cards	09-Constant Contact Monthly		06/14/2023	125.00
	Subscription Fee 5/27/23		_	
	Account 53910 - Dues and Subscriptions Totals			\$125.00
		Transactions	5	

Account 53990 - Other Services and Charges

Invoice Date Range 06/10/23 -06/23/23

3560 - First Financial Bank / Credit Cards	09-Dry Cleaning of After Hours	06/14/2023	52.95
	Ambassador Coats & Table	=	
	Account 53990 - Other Services and Charges Totals	Invoice 1	\$52.95
		Transactions	
	Program 090000 - Main Totals	Invoice 7	\$1,042.01
		Transactions	
	Department 09 - CFRD Totals	Invoice 7	\$1,042.01
		Transactions	
Department 10 - Legal			
Program 100000 - Main			
Account 52110 - Office Supplies			
651 - Engraving & Stamp Center, INC	10-E.S.C Legal Staff Notary	06/23/2023	124.00
3 - 3 - 5 - 5 - 5 - 5 - 5 - 5 - 5 - 5 -	Stamps		
	Account 52110 - Office Supplies Totals	Invoice 1	\$124.00
	·····	Transactions	1
Account 53120 - Special Legal Services			
205 - City Of Bloomington	10-3.8.23 PC recording Trades	06/23/2023	25.00
	Distric #2 plat	00,20,2020	20.00
205 - City Of Bloomington	10-3.8.23 recording Trades	06/23/2023	20.00
	Distric #2 plat (auditor fee)		
	Account 53120 - Special Legal Services Totals	Invoice 2	\$45.00
		Transactions	4.0100
Account 53910 - Dues and Subscriptions		Transactions	
3560 - First Financial Bank / Credit Cards	10-IN State Bar Association	06/14/2023	115.00
	Aleks Pratt		
	Account 53910 - Dues and Subscriptions Totals	Invoice 1	\$115.00
	· · · · · · · · · · · · · · · · · · ·	Transactions	1
	Program 100000 - Main Totals	Invoice 4	\$284.00
		Transactions	420.000
	Department 10 - Legal Totals	Invoice 4	\$284.00
		Transactions	+=0.100
Department 11 - Mayor's Office			

Program 110000 - Main

TTY OF BLOOMINGTON

Account 52110 - Office Supplies



8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	11 -Whiteboard wipes	06/23/2023	15.28
	Account 52110 - Office Supplies Totals	 Invoice 1 Transactions	\$15.28
Account 52420 - Other Supplies			
7149 - Namify, LLC	11 -name badges	06/23/2023	49.07
3560 - First Financial Bank / Credit Cards	11 -Mayor at the market banner	06/14/2023	247.02
	Account 52420 - Other Supplies Totals	Invoice 2 Transactions	\$296.09
Account 53230 - Travel			
5459 - John M Hamilton	11-per diem/lodging-US Conf of Mayors-OH-6/1-6/5/23	06/23/2023	1,425.07
	Account 53230 - Travel Totals	Invoice 1 Transactions	\$1,425.07
Account 53320 - Advertising			
5244 - Monroe County Sports Hall of Fame, INC	11 -Ad in MCSHOF program honoring Mick Renneisen	06/23/2023	500.00
	Account 53320 - Advertising Totals	Invoice 1 Transactions	\$500.00
Account 53990 - Other Services and Charges			
651 - Engraving & Stamp Center, INC	11 -Nameplate for Admin coord	06/23/2023	17.20
7149 - Namify, LLC	11 -name badge order #859543	06/23/2023	26.85
3560 - First Financial Bank / Credit Cards	11 -sendinblue digital newsletter platform	06/14/2023	2.77
3560 - First Financial Bank / Credit Cards	11- Creative Market membership comms/digital	06/14/2023	29.95
3560 - First Financial Bank / Credit Cards	11justhost.com/hopewell website hosting 5/18/23-	06/14/2023	287.76
3560 - First Financial Bank / Credit Cards	11 -Transcription svc for CC \$10.50	06/14/2023	10.50
3560 - First Financial Bank / Credit Cards	11 -Transcription svc for CC \$10.50	06/14/2023	10.50
3560 - First Financial Bank / Credit Cards	11 - rev.com transcription svc	06/14/2023	7.50



	Account 53990 - Other Services and Charges Totals	Invoice 8 Transactions	\$393.03
	Program 110000 - Main Totals	Invoice 13	\$2,629.47
	Department 11 - Mayor's Office Totals	Transactions Invoice 13	\$2,629.47
Department 12 - Human Resources		Transactions	
Program 120000 - Main			
Account 53160 - Instruction			
3560 - First Financial Bank / Credit Cards	12-IN Chamber -FMLA Seminar- 6/21/23-Mevis	06/14/2023	549.00
	Account 53160 - Instruction Totals	Invoice 1 Transactions	\$549.00
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	12-SHRM for HR - E DeSantis Membership	06/14/2023	244.00
	Account 53910 - Dues and Subscriptions Totals	Invoice 1 Transactions	\$244.00
Account 53990 - Other Services and Charges			
6099 - Safe Hiring Solutions	12- Background checks	06/23/2023	922.65
3560 - First Financial Bank / Credit Cards	12-Indiana Black Expo - S Johnson; recruiting event	06/14/2023	725.00
	Account 53990 - Other Services and Charges Totals	Invoice 2 Transactions	\$1,647.65
	Program 120000 - Main Totals	Invoice 4 Transactions	\$2,440.65
	Department 12 - Human Resources Totals	Invoice 4 Transactions	\$2,440.65
Department 13 - Planning		Tunsuctions	
Program 130000 - Main			
Account 52420 - Other Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Servi	ces LLC) 13-Ergonomic Keyboard, Desk Lamp for KG & Sunhat for JB	06/23/2023	102.47



Invoice Date Range 06/10/23 -06/23/23

Account 53210 - Telephone	Account 52420 - Other Supplies Totals	Invoice Transactions	1 -	\$102.47
13969 - AT&T Mobility II, LLC	06- cell phone chgs 03/12/23-		06/14/2023	367.02
	04/11/23-Inv. Account 53210 - Telephone Totals	Invoice Transactions	1 -	\$367.02
Account 53310 - Printing				
3892 - Midwest Color Printing, INC	13- Business cards for Assistant Director-B. Rosenbarger		06/23/2023	61.68
	Account 53310 - Printing Totals	Invoice Transactions	1	\$61.68
Account 53990 - Other Services and Charges				
3663 - WSP USA, INC	13-Misc. Neighborhood Greenways -4/1-5/5/23	BC 2020-109	06/23/2023	16,795.03
3560 - First Financial Bank / Credit Cards	13- Facebook Ad for Accessory Dwelling Unit Website		06/14/2023	14.00
	Account 53990 - Other Services and Charges Totals	Invoice Transactions	2	\$16,809.03
	Program 130000 - Main Totals	Invoice Transactions	5	\$17,340.20
Program 132000 - MPO				
Account 53910 - Dues and Subscriptions				
3560 - First Financial Bank / Credit Cards	13- APA Membership for Rachael Sargent		06/14/2023	289.00
	Account 53910 - Dues and Subscriptions Totals	Invoice Transactions	1 -	\$289.00
	Program 132000 - MPO Totals	Invoice Transactions	1	\$289.00
	Department 13 - Planning Totals		6	\$17,629.20
Department 19 - Facilities Maintenance		Tunsactions		

Program **190000 - Main**

Account 52310 - Building Materials and Supplies



Invoice Date Range 06/10/23 -06/23/23 413 - Bloomington Paint & Wallpaper Co 19 - Gloss base paint, pro sand 06/23/2023 191.43 grit, micro plush 177 - Indiana Oxygen Company, INC 19 - Oxygen rental 06/23/2023 45.88 4574 - John Deere Financial f.s.b. (Rural King) 19 - 8 boxes of shop rags 06/23/2023 87.92 8658 - Kleindorfer's Hardware LLC 19 - 3" PVC, Rivets, Waste 06/23/2023 214.93 Disposal, foam brush, plunger 8658 -Kleindorfer's Hardware LLC 19 - Vinegar, cable ferrules, dish 06/23/2023 231.17 soap, Led bulbs, ratchet 8658 - Kleindorfer's Hardware LLC 19 - fiberglass tape, mason line, 06/23/2023 89.47 marking paint & marking stick 4443 - The Sherwin Williams Company 19 - Dur Home Sa extra paint 53.62 06/23/2023 one gallon for 4th ST garage Account 52310 - Building Materials and Supplies Totals Invoice 7 \$914.42 Transactions Account 52340 - Other Repairs and Maintenance 651 - Engraving & Stamp Center, INC 19 - Sign, engraving and set up 06/23/2023 24.43 Account 52340 - Other Repairs and Maintenance Totals Invoice 1 \$24.43 Transactions Account 52430 - Uniforms and Tools 19 - Pants for R Flake -28.13 19171 - Aramark Uniform & Career Apparel Group, INC 06/23/2023 5/25/2023 19171 - Aramark Uniform & Career Apparel Group, INC 19 - Pants for R. Flake -28.13 06/23/2023 6/1/2023 19171 - Aramark Uniform & Career Apparel Group, INC 19 - Pants for R. Flake - 6/8/23 06/23/2023 28.13 11693 - The Award Center, INC 19 - Plastic name badge with 06/23/2023 46.00 magnet - J Jahnke & E Osowski 798 - Winters Associates Promotional Products, INC 19 - Employee uniforms with 06/23/2023 166.26 embroidery Account 52430 - Uniforms and Tools Totals Invoice 5 \$296.65 Transactions Account 53610 - Building Repairs 775.50 423 - City Glass of Bloomington, INC 19 - SA - Glass, putty, labor to BC 2023-026 06/23/2023 fix broken windows 4483 - City Lawn Corporation 19 - SA - Mowing Tapp & BC 2022-091 06/23/2023 105.00

Rockport-May 2023



Invoice Date Range 06/10/23 -

06/23/23

4483 - City Lawn Corporation	19 - SA -Mowing 2541 W. 3rd St-	BC 2022-091	06/23/2023	200.00
4483 - City Lawn Corporation	May 2023 19 - SA - Mowing 1910 W. 3rd	BC 2022-091	06/23/2023	200.00
	St-May 2023			
4483 - City Lawn Corporation	19 - SA - Mowing 2nd & Weimer-	BC 2022-091	06/23/2023	105.00
4483 - City Lawn Corporation	May 2023 19 - SA - Mowing City Hall-May	BC 2022-091	06/23/2023	200.00
	2023			
4483 - City Lawn Corporation	19 - SA -City Hall-mowing	BC 2022-091	06/23/2023	170.00
8143 - Cummins INC dba Cummins Sales and Service	3/28/23-over seeded 19- SA - Replace coolant heater -	BC2022-103	06/23/2023	1,185.26
	INOP	DC2022-105	00/25/2025	1,105.20
321 - Harrell Fish, INC (HFI)	19-SA-Showers West-Reset unit	BC 2022-115	06/23/2023	486.92
	and thermostat. Added	DC 2022 115	06/22/2022	
321 - Harrell Fish, INC (HFI)	19-SA-CH-Checked operation of drive, pumps & reconnected line	BC 2022-115	06/23/2023	4,816.52
1537 - Indiana Door & Hardware Specialties, INC	19 - SA - Lock replaced in	BC 2022-117	06/23/2023	1,289.00
	mayor's office			
7402 - Nature's Way, INC	19-Plant Maintenance @ City	BC 2022-118	06/23/2023	353.43
6688 - SSW Enterprises, LLC (Office Pride)	Hall - 6/1/2023 19 - Cleaning Services for Animal	BC 2022-142	06/23/2023	1,432.99
	for May 2023			_,
6688 - SSW Enterprises, LLC (Office Pride)	19-Cleaning Services for City Hall	BC 2022-142	06/23/2023	12,863.80
6688 - SSW Enterprises, LLC (Office Pride)	for May 2023 19 - Cleaning Services for Fleet	BC 2022-142	06/23/2023	1,021.80
0000 - 55W Enterprises, EEC (Onice Fride)	for May 2023	DC 2022-142	00/25/2025	1,021.00
6688 - SSW Enterprises, LLC (Office Pride)	19 - Cleaning Services for	BC 2022-142	06/23/2023	878.22
(COD CCW Entermined LLC (Office Dride)	Sanitation for May 2023	DC 2022 142	00/22/2022	
6688 - SSW Enterprises, LLC (Office Pride)	19 - Cleaning Services for Street & Traffic for May 2023	BC 2022-142	06/23/2023	1,567.80
	Account 53610 - Building Repairs Totals	i Invoice	e 17	\$27,651.24
		Transaction	S	
Account 53630 - Machinery and Equipment Repairs				
4336 - American Eagle Auto Glass of Terre Haute, INC	19 - Replaced window in unit		06/23/2023	200.00
	827, city van			
60 - Monroe County Solid Waste Management District	19 - Recycled electronics		06/23/2023	20.00
Account 53630	- Machinery and Equipment Repairs Totals	i Invoice	e 2	\$220.00
		Transaction		
	Program 190000 - Main Totals			\$29,106.74
		Transaction	5	



	Department 19 - Facilities Maintenance Totals	Invoice 32 Transactions	\$29,106.74
Department 28 - ITS		Iransactions	
Program 280000 - Main			
Account 52110 - Office Supplies			
6530 - Office Depot, INC	28 - Copy Paper 12 Cases	06/23/2023	460.80
6530 - Office Depot, INC	28-10 cases of paper	06/23/2023	384.00
6530 - Office Depot, INC	28 - Plates, Napkins, Cups for Meeting and Office Account 52110 - Office Supplies Totals	06/23/2023 Invoice 3	42.33 \$887.13
Account 53170 - Mgt. Fee, Consultants, and Workshop	s	Transactions	
8538 - IDC Research, INC (International Data Corporation)	28-IDC Government Insights	06/23/2023	29,000.00
6728 - Precision Quality Contracting, LLC	Consulting-4/1/23-3/31/24 28 - Test fibers Showers -Inv. date 12/9/2022	06/23/2023	1,650.00
Account 53170 -	Mgt. Fee, Consultants, and Workshops Totals	Invoice 2	\$30,650.00
Account 53210 - Telephone		Transactions	
13969 - AT&T Mobility II, LLC	06- cell phone chgs 03/12/23-	06/14/2023	78.48
1079 - AT&T	04/11/23-Inv. 28-phone charges 4/20-5/19/23- #812 339-2261 261 1	06/14/2023	6,410.99
	#812 339-2261 261 1 Account 53210 - Telephone Totals	Invoice 2 Transactions	\$6,489.47
Account 53230 - Travel			
3560 - First Financial Bank / Credit Cards	28 -2023 ESRI Conference Hotel for Max Stier	06/14/2023	225.40
3560 - First Financial Bank / Credit Cards	28- 2023 ESRI Conference Hotel for Richard Creek	06/14/2023	112.70
3560 - First Financial Bank / Credit Cards	28 - 2023 Tyler Conf Hotel for Jeremy HS-5/7-5/10/23	06/14/2023	826.29
	Account 53230 - Travel Totals	Invoice 3 Transactions	\$1,164.39



Invoice Date Range 06/10/23 -06/23/23

Account 53640 - Hardware and Software Maintenance

3989 - Ricoh USA, INC	28 - Printers ITS Portion 2023	06/23/2023	1,925.45
3989 - Ricoh USA, INC	04/17-05/16/23 28 - Printers ITS Portion 2023	06/23/2023	112.76
Account	04/17-05/16/23 53640 - Hardware and Software Maintenance Totals	Invoice 2	\$2,038.21
Account 53910 - Dues and Subscriptions		Transactions	
8315 - Indiana Geographic Information Council, IN	•	06/23/2023	675.00
3560 - First Financial Bank / Credit Cards	Renewal - 6 Members 28 - Bluesky Zoom Timer Billed	06/14/2023	89.95
3560 - First Financial Bank / Credit Cards	Monthly 28 - Canva Subscriptions 2023	06/14/2023	1,436.76
3560 - First Financial Bank / Credit Cards	28-GMIS International Level 4 Annual Memb-7/1/23-6/30/24	06/14/2023	500.00
3560 - First Financial Bank / Credit Cards	28 -Google APIs 2023 bloomingtonhospitalsite.com	06/14/2023	12.00
3560 - First Financial Bank / Credit Cards	28 - Zoom 500., 1000 webinar, 500GB cloud - 5/9-5/19/2023	06/14/2023	6.02
3560 - First Financial Bank / Credit Cards	28 - Zoom 500., 1000 webinar, 500GB cloud - 5/1-5/19/2023	06/14/2023	20.82
3560 - First Financial Bank / Credit Cards	28 - Zoom Annual Business Subscription - 5/20/23-5/19/24	06/14/2023	9,324.80
3560 - First Financial Bank / Credit Cards	28 - Google APIs 04/01/23- 04/30/23	06/14/2023	91.48
3560 - First Financial Bank / Credit Cards	28 - Submittable monthly subscription 2023 5/27-6/27/23	06/14/2023	119.00
	Account 53910 - Dues and Subscriptions Totals	Invoice 10 Transactions	\$12,275.83
Account 53990 - Other Services and Charges			
8437 - AVI Systems, INC	28 - AVI - Allison Conference Room AV	06/23/2023	5,538.08
8437 - AVI Systems, INC	28 - AVI - Hooker Conference Room AV	06/23/2023	4,035.29
8437 - AVI Systems, INC	28 - AVI - McCloskey Conference Room AV-Milestone 4/5	06/23/2023	2,360.29
	Account 53990 - Other Services and Charges Totals	Invoice 3 Transactions	\$11,933.66



Invoice Date Range 06/10/23 -06/23/23

Account 54420 - Purchase of Equipment

8437 - AVI Systems, INC	28 - AVI - McCloskey Conference Room AV-Milestone 4/5	06/23/2023	2,071.00
	Account 54420 - Purchase of Equipment Totals	Invoice 1 Transactions	\$2,071.00
	Program 280000 - Main Totals	Invoice 26 Transactions	\$67,509.69
	Department 28 - ITS Totals	Invoice 26 Transactions	\$67,509.69
	Fund 101 - General Fund (S0101) Totals	Invoice 177	\$237,559.34
Fund 103 - Restricted Donations(ord 05-17)		Transactions	
Department 06 - Controller's Office			
Program 400102 - Animal Supplies			
Account 52210 - Institutional Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC	01- Scales, power strip, books	06/23/2023	80.91
4633 - Midwest Veterinary Supply, INC	01-gloves, syringes	06/23/2023	150.15
	Account 52210 - Institutional Supplies Totals	Invoice 2 Transactions	\$231.06
	Program 400102 - Animal Supplies Totals	Invoice 2 Transactions	\$231.06
	Department 06 - Controller's Office Totals	Invoice 2 Transactions	\$231.06
Fund	103 - Restricted Donations(ord 05-17) Totals	Invoice 2	\$231.06
Fund 153 - LIT – Economic Development		Transactions	
Department 04 - Economic & Sustainable Dev			
Department 04 - Economic & Sustainable Dev Program 040000 - Main			



Invoice Date Range 06/10/23 -06/23/23

			,,
	Account 53960 - Grants Totals	Invoice 1	\$750.00
	Program 040000 - Main Totals	Transactions Invoice 1	\$750.00
		Transactions	\$7.50.00
	Department 04 - Economic & Sustainable Dev Totals	Invoice 1	\$750.00
	····	Transactions	
Department 19 - Facilities Maintenance			
Program 190000 - Main			
Account 53990 - Other Services and Charges	5		
421 - Centerstone Of Indiana, INC	02-Brighten B-Town Program-	BC 2023-001 06/23/2023	24,735.80
	May 2023		
	Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions	\$24,735.80
	Program 190000 - Main Totals	Invoice 1	\$24,735.80
		Transactions	\$27,7 55.00
	Department 19 - Facilities Maintenance Totals	Invoice 1	\$24,735.80
		Transactions	<i>q</i> = <i>iji</i> 00100
Department 28 - ITS			
Program 280000 - Main			
Account 53980 - Community Access TV/Radi	io		
64 - Monroe County Public Library	28-Public Mtg Recording, Broad,	BC 2022-141 06/23/2023	115,091.25
	Stream (CATS) April-June 2023		
	Account 53980 - Community Access TV/Radio Totals	Invoice 1	\$115,091.25
		Transactions	
	Program 280000 - Main Totals	Invoice 1	\$115,091.25
		Transactions	
	Department 28 - ITS Totals	Invoice 1	\$115,091.25
	Fund 152 LIT Francesia Development Tatala	Transactions Invoice 3	\$140,577.05
	Fund 153 - LIT – Economic Development Totals		\$140,577.05
Fund 160 - IFA CoronaVirus Relief Fnd21.01	9	Transactions	
	5		
Department 06 - Controller's Office			
•			

Program G20018 - IFA Corona Virus Relief Fund



Invoice Date Range 06/10/23 -06/23/23

Account 53990 - Other Services and Charges

250 - Crowe LLP	12 - Classification and	06/23/2023	27,111.50
	Compensation Study 2023 - Account 53990 - Other Services and Charges		\$27,111.50
	Program G20018 - IFA Corona Virus Relief Fund		\$27,111.50
	Department 06 - Controller's Office		\$27,111.50
	Fund 160 - IFA CoronaVirus Relief Fnd21.019		\$27,111.50
Fund 176 - ARPA Local Fiscal Recvry (S9512))	Transactions	
Department 04 - Economic & Sustainable Dev	,		
Program G21005 - ARPA COVID Local Fiscal I	Recovery		
Account 53960 - Grants			
13433 - Cardinal Stage Company, INC	04-Visual Arts Management Grant July 1 - Dec 31, 2022		8,503.50
8738 - Adam Spuehler Ploshay	04-BGHIP Rebate - Adam Ploshav-807 S Morton St U	06/23/2023	1,000.00
	Account 53960 - Grants		\$9,503.50
Progr	am G21005 - ARPA COVID Local Fiscal Recovery		\$9,503.50
	Department 04 - Economic & Sustainable Dev		\$9,503.50
Department 20 - Street		Transactions	
Program G21005 - ARPA COVID Local Fiscal I	Recovery		
Account 52420 - Other Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Ser	vices LLC) 20-Steel hitch step for unit	#420 06/23/2023	31.50
	Account 52420 - Other Supplies	Totals Invoice 1 Transactions	\$31.50
Progr	am G21005 - ARPA COVID Local Fiscal Recovery		\$31.50



Invoice Date Range 06/10/23 -06/23/23

	Department 20 - Street Totals Fund 176 - ARPA Local Fiscal Recvry (S9512) Totals	Invoice 1 Transactions Invoice 3 Transactions	\$31.50 \$9,535.00
Fund 249 - Grants Non Approp			
Department 04 - Economic & Sustainable Dev			
Program G22008 - 2021 to 2024 Brownfield			
Account 53990 - Other Services and Charges			
4571 - BCA Environmental Consultants, LLC	04-2021-2024 EPA Brownfield	06/23/2023	950.00
	Grant-PH I-Pkg Lot 216 College Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions	\$950.00
	Program G22008 - 2021 to 2024 Brownfield Totals	Invoice 1 Transactions	\$950.00
	Department 04 - Economic & Sustainable Dev Totals	Invoice 1	\$950.00
	Fund 249 - Grants Non Approp Totals	Transactions Invoice 1 Transactions	\$950.00
Fund 312 - Community Services			
Department 09 - CFRD			
Program 090004 - Com Serv- Accessibility			
Account 53990 - Other Services and Charges			
3560 - First Financial Bank / Credit Cards	09-Breaking Down Barriers-Red Robin Meals-5/8/23	06/14/2023	226.91
3560 - First Financial Bank / Credit Cards	09-Flowers and Vases for Accessible Businesses-Krogers	06/14/2023	150.98
	Accessible Busilesses-Mogers Account 53990 - Other Services and Charges Totals	Invoice 2	\$377.89
	Program 090004 - Com Serv- Accessibility Totals	Transactions Invoice 2 Transactions	\$377.89
Program 090016 - Com Serv - Safe & Civil			

Account 52420 - Other Supplies



Invoice Date Range 06/10/23 -06/23/23

8541 - Amazon.com Sales, INC (Amazon.com Servic	, , , ,	06/23/2023	47.77
8541 - Amazon.com Sales, INC (Amazon.com Servic		06/23/2023	20.48
5819 - Synchrony Bank	Stickers-Juneteenth Event 2023 09-Cases of Juice and Sodas for	06/23/2023	98.14
5819 - Synchrony Bank	BHA Crestmont Kickoff Party 09-Drinks for Juneteenth-Sodas,	06/23/2023	125.18
	Waters, Juices, Teas for Guests		
3560 - First Financial Bank / Credit Cards	09-Juneteenth 2023 Souvenir Fans for Guests	06/14/2023	184.95
	Account 52420 - Other Supplies Totals	Invoice 5 Transactions	\$476.52
Account 53990 - Other Services and Charges		Transactions	
3560 - First Financial Bank / Credit Cards	09-Safe and Civil City Jotform 5/23-6/23/2023	06/14/2023	19.00
3560 - First Financial Bank / Credit Cards	09-Safe and Civil City Jotform 5/29-6/29/2023	06/14/2023	19.00
	Account 53990 - Other Services and Charges Totals	Invoice 2 Transactions	\$38.00
	Program 090016 - Com Serv - Safe & Civil Totals	Invoice 7 Transactions	\$514.52
Program 090018 - CBVN			
Account 53990 - Other Services and Charges			
13433 - Cardinal Stage Company, INC	09-Venue Rental for Be More Awards 2023-Adjusted Price	06/23/2023	100.00
	Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions	\$100.00
	Program 090018 - CBVN Totals	Invoice 1 Transactions	\$100.00
	Department 09 - CFRD Totals	Invoice 10	\$992.41
	Fund 312 - Community Services Totals	Transactions Invoice 10 Transactions	\$992.41
Fund 401 - Non-Reverting Telecom (S1146)			

Department 25 - Telecommunications

Program 254000 - Infrastructure



Invoice Date Range 06/10/23 -06/23/23

Account 52420 - Other Supplies

8541 - Amazon.com Sales, INC (Amazon.com Service	es LLC) 28 - Cables for TDG	06/23/2023	567.80
	Account 52420 - Other Supplies Totals		\$567.80
	Program 254000 - Infrastructure Totals	Transactions Invoice 1 Transactions	\$567.80
Program 256000 - Services			
Account 53150 - Communications Contract			
203 - INDIANA UNIVERSITY	25 - IU Fire Station Dark Fiber Service May 2023	06/23/2023	65.00
4170 - Comcast Cable Communications, INC	25 - Comcast Internet - 401 N Morton-June 2023	06/14/2023	213.40
4170 - Comcast Cable Communications, INC	25 - Internet - 627 N Morton - 5/17-6/16/2023	06/14/2023	188.45
	Account 53150 - Communications Contract Totals	Invoice 3 Transactions	\$466.85
	Program 256000 - Services Totals	Invoice 3 Transactions	\$466.85
	Department 25 - Telecommunications Totals	Invoice 4 Transactions	\$1,034.65
	Fund 401 - Non-Reverting Telecom (S1146) Totals		\$1,034.65
Fund 450 - Local Road and Street(S0706)			
Department 20 - Street			
Program 200000 - Main			
Account 53520 - Street Lights / Traffic Signals			
223 - Duke Energy	02-308 N Roger-crosswalk-elec	BC 2021-99 06/14/2023	11.31
223 - Duke Energy	chgs 04/27/23-05/25/23 02-W 17th St Reconstruction Proj-elec chgs 04/28/23-	BC 2019-015 06/14/2023	102.77
223 - Duke Energy	02-Downtown Alleys LED PH II- elec chqs 04/27/23-05/25/23	BC 2021-60 06/14/2023	20.15
223 - Duke Energy	02-W 3rd & N Rogers-elec. chgs 04/27/23-05/25/23	BC 2021-094 06/14/2023	6.03



Invoice Date Range 06/10/23 -06/23/23

223 - Duke Energy	02-Henderson St Pathway-elec	BC 2021-100	06/14/2023	48.61
	chgs 04/28/23-05/25/23			
223 - Duke Energy	02-Trailview Subdivision-elec.	BC 2022-076	06/14/2023	46.92
	chgs 04/28/23-05/26/23			
223 - Duke Energy	02- Int. of W Allen & S Madison-	BC 2022-98	06/14/2023	11.75
	elec chgs 04/27/23-05/25/23			
	Account 53520 - Street Lights / Traffic Signals Totals	s Invoic	e 7	\$247.54
		Transaction	IS	
	Program 200000 - Main Totals	i Invoic	e 7	\$247.54
		Transaction	S	
	Department 20 - Street Totals	Invoid	e 7	\$247.54
		Transaction	IS	
	Fund 450 - Local Road and Street(S0706) Totals		-	\$247.54
		Transaction	IS	
Fund 451 - Motor Vehicle Highway(S0708)				

Department 20 - Street

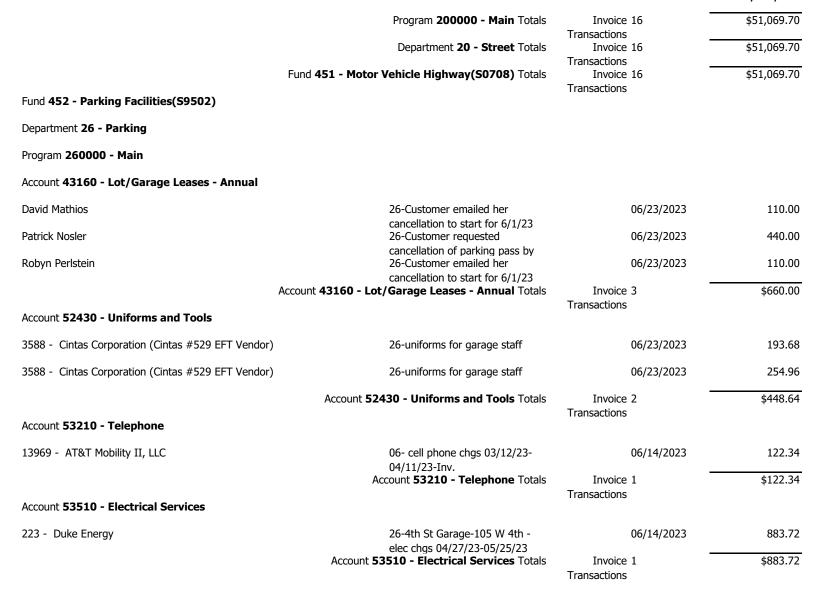
Program 200000 - Main

Account 52210 - Institutional Supplies

313 - Fastenal Company	20-Safety Supplies for Crews (gloves, glasses, ear plugs)	06/23/2023	119.34
	Account 52210 - Institutional Supplies Totals	Invoice 1 Transactions	\$119.34
Account 52340 - Other Repairs and Maintena	ıce		
294 - All-Phase Electric Supply, INC	20-Misc supplies for traffic signal repairs	06/23/2023	54.48
4186 - Carrier & Gable, INC	20-Pedestal for E Moores Pike	06/23/2023	1,100.00
	Account 52340 - Other Repairs and Maintenance Totals	Invoice 2 Transactions	\$1,154.48
Account 52420 - Other Supplies		Talloactorio	
409 - Black Lumber Co. INC	20- bounty paper towel, windex	06/23/2023	15.16
409 - Black Lumber Co. INC 409 - Black Lumber Co. INC	20- bounty paper towel, windex 20- sun & shad turf builder- Dodds & College	06/23/2023 06/23/2023	15.16 69.97



8658 - Kleindorfer's Hardware LLC	20-Misc Supplies for crews- lysol	06/23/2023	22.08
8658 - Kleindorfer's Hardware LLC	cleaner, brush 20-Misc Supplies for crews- drill	06/23/2023	12.60
	bits for push buttons square Account 52420 - Other Supplies Totals	Invoice 5 Transactions	\$126.80
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06- cell phone chgs 03/12/23- 04/11/23-Inv.	06/14/2023	130.22
	Account 53210 - Telephone Totals	Invoice 1	\$130.22
Account 53250 - Pagers		Transactions	
332 - Indiana Paging Network, INC	20-Monthly Service for Pagers (Snow Control) July 2023	06/23/2023	86.14
	Account 53250 - Pagers Totals	Invoice 1	\$86.14
Account 53920 - Laundry and Other Sanitation Service	25	Transactions	
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll	06/23/2023	7.46
	ded)-5/31/23		
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-5/31/23	06/23/2023	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-6/7/23	06/23/2023	7.45
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-6/7/23	06/23/2023	34.28
	Laundry and Other Sanitation Services Totals	Invoice 4 Transactions	\$83.47
Account 53990 - Other Services and Charges			
6152 - K&S Rolloff, INC	20-Rolloff Services for sweeper debris 5/16/23 & 5/24/23	06/23/2023	1,000.00
Accou	nt 53990 - Other Services and Charges Totals	Invoice 1	\$1,000.00
Account 54420 - Purchase of Equipment		Transactions	
244 - Bloomington Ford, INC	20-2022 F250 SRW 4X4 Crew Cab	06/23/2023	48,369.25
, ,	Account 54420 - Purchase of Equipment Totals	Invoice 1 Transactions	\$48,369.25





Invoice Date Range 06/10/23 -06/23/23

Account 53610 - Building Repairs

4483 - City Lawn Corporation	26-4th & Washington-mowing- May 2023	BC 2022-091	06/23/2023	120.00
393 - Kone INC	26-elevator repair Morton	BC 2023-004	06/23/2023	2,045.97
393 - Kone INC	Garage-5/5/23 26-elevator repair Morton	BC 2023-004	06/23/2023	2,892.99
3980 - Robert Wyatt Thrasher III (Thrasher Landscape, INC)	Garage-5/14 & 5/15/23 26-Maintenance landscaping at	BC 2022-120	06/23/2023	360.00
3980 - Robert Wyatt Thrasher III (Thrasher Landscape, INC)	4th St Garage-5/22/23 26-4th St Garage-Spring Clean	BC 2022-120	06/23/2023	2,595.00
32 - Cassady Electrical Contractors, INC	Up/mulch/fertilize-5/8/23 26 - SA - Removed receptacles	BC 2022-090	06/23/2023	255.00
3560 - First Financial Bank / Credit Cards	and replaced in use cover 26-Morton St Garage-Sierra		06/14/2023	98.00
3560 - First Financial Bank / Credit Cards	Heating-AC serv call-5/24/23 26-Garages (3)-elevator permits-		06/14/2023	393.16
	LD106167/105176/105203		- 0	+0.700.10
	Account 53610 - Building Repairs Totals	s Invoice Transaction		\$8,760.12
	Program 260000 - Main Totals		e 15	\$10,874.82
	Department 26 - Parking Totals		e 15	\$10,874.82
	Fund 452 - Parking Facilities(S9502) Totals		e 15	\$10,874.82

Fund 454 - Alternative Transport(S6301)

Department 26 - Parking

Program 260000 - Main

Account 53310 - Printing

53984 - Dri-Stick Decal Corp. (Rydin Decal)	26-new neighborhood and lot permits	06/23/2023	4,646.26
	Account 53310 - Printing Totals	Invoice 1	\$4,646.26
		Transactions	
	Program 260000 - Main Totals	Invoice 1	\$4,646.26
		Transactions	
	Department 26 - Parking Totals	Invoice 1	\$4,646.26
		Transactions	

Invoice Date Range 06/10/23 -06/23/23

Fur	d 454 - Alternative Transport(S6301) Totals	 Invoice 1 Transactions	\$4,646.26
Fund 455 - Parking Meter Fund(S2141)			
Department 26 - Parking			
Program 260000 - Main			
Account 52340 - Other Repairs and Maintenance			
6688 - SSW Enterprises, LLC (Office Pride)	26-4th st garage cleaning service 3x a week-6/1/23	06/23/2023	487.00
	340 - Other Repairs and Maintenance Totals	Invoice 1 Transactions	\$487.00
Account 52420 - Other Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	26-first aid kit supplies-card box for garage passes-key id	06/23/2023	435.68
	Account 52420 - Other Supplies Totals	– Invoice 1 Transactions	\$435.68
Account 52430 - Uniforms and Tools			
1448 - Shoe Carnival, INC	26-safety shoes-C. Lawson (7 1/2M)-2/11/23	06/23/2023	74.98
	Account 52430 - Uniforms and Tools Totals	- Invoice 1 Transactions	\$74.98
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06- cell phone chgs 03/12/23- 04/11/23-Inv.	06/14/2023	40.78
	Account 53210 - Telephone Totals	Invoice 1 Transactions	\$40.78
Account 53220 - Postage			
371 - Pitney Bowes, INC	26-ink cartridge-postage for new tow ordinance mailers-Pkg porti	06/23/2023	118.99
	Account 53220 - Postage Totals	Invoice 1 Transactions	\$118.99
Account 53310 - Printing			
8002 - Safeguard Business Systems, INC	26-envelopes for parking mailings (5,000)	06/23/2023	534.54

CITY OF BLOOMINGTON INDIAN



				00,20,20
	Account 53310 - Printing Totals	Invoic Transaction		\$534.54
Account 53640 - Hardware and Software Maintenance				
54432 - T2 Systems, INC	26-ROVR returns for May 2023		06/23/2023	2,394.60
	vare and Software Maintenance Totals	Invoic Transaction		\$2,394.60
Account 53990 - Other Services and Charges				
580 - Express Services, INC	26-TPT - Scooter Enforcement- for 5/28/23	BC 2023-023	06/23/2023	152.74
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	26-install new signs in parkmobile areas		06/23/2023	2,194.82
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	26-install new signs in parkmobile areas		06/23/2023	115.00
204 - State Of Indiana	26-plate look ups thru bmv		06/23/2023	15.00
Account 539	90 - Other Services and Charges Totals	Invoic Transaction		\$2,477.56
	Program 260000 - Main Totals		e 11	\$6,564.13
	Department 26 - Parking Totals		e 11	\$6,564.13
Fund 45	55 - Parking Meter Fund(S2141) Totals	Invoic Transaction		\$6,564.13
Fund 600 - Cumulative Cap Imprv(CIG)(S2379)				
Department 02 - Public Works				
Program 020000 - Main				
Account 52330 - Street , Alley, and Sewer Material				
5149 - E&B Paving, INC	20-Asphalt for patching-Grant & Rockport Road	BC 2023-009B	06/23/2023	552.17
5149 - E&B Paving, INC	20-Asphalt for patching-Davis & Walnut St	BC 2023-009B	06/23/2023	317.73
5149 - E&B Paving, INC		BC 2023-009B	06/23/2023	305.83
5149 - E&B Paving, INC	20-Asphalt for patching	BC 2023-009B	06/23/2023	305.83

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5149 - E&B Paving, INC	20-Asphalt for patching-College	BC 2023-009B	06/23/2023	640.82
365 - Rogers Group, INC	& Country Club 20-Stone (sidewalk & alley projects)-Street portion		06/23/2023	232.85
Account 52330 - Street ,	Alley, and Sewer Material Totals	Invoice Transactions	•	\$2,355.23
	Program 020000 - Main Totals		e 6	\$2,355.23
Dep	partment 02 - Public Works Totals			\$2,355.23
Fund 600 - Cumulative	e Cap Imprv(CIG)(S2379) Totals	Transactions Invoice Transactions	6	\$2,355.23
Fund 601 - Cumulative Capital Devlp(S2391)		Tunsaction		

Department 07 - Engineering

Program 070000 - Main

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Account 54310 - Improvements Other Than Building

1136 - The Indiana Rail Road Company	07-Railroad flagging, B-Line Tree Clearing-3/27 & 4/17/23	06/23/2023	3,909.00
Αссоι	Int 54310 - Improvements Other Than Building Totals	Invoice 1	\$3,909.00
		Transactions	
	Program 070000 - Main Totals	Invoice 1	\$3,909.00
		Transactions	
	Department 07 - Engineering Totals	Invoice 1	\$3,909.00
		Transactions	

Department 13 - Planning

Program **130000 - Main**

Account 54310 - Improvements Other Than Building

10081 - Strand Associates, INC	13 - Crosswalk Enhancement	BC 2020-049	06/23/2023	4,103.05
	Project Jan 2023			
Account 54	310 - Improvements Other Than Building Totals	s Invoice	e 1	\$4,103.05
		Transaction	S	
	Program 130000 - Main Total	s Invoice	e 1	\$4,103.05
		Transaction	S	
	Department 13 - Planning Totals	s Invoice	e 1	\$4,103.05
		Transaction	S	

	Fund 601 - Cumulative Capital Devlp(S2391) Totals	Invoice 2 Transactions	\$8,012.05
Fund 730 - Solid Waste (S6401)			
Department 16 - Sanitation			
Program 160000 - Main			
Account 53150 - Communications Contract			
5465 - Emergency Radio Service LLC (ERS-OCI Wirele	ss) 16-Wirless Radios Services for June 2023	06/23/2023	572.05
	Account 53150 - Communications Contract Totals	Invoice 1 Transactions	\$572.05
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06- cell phone chgs 03/12/23- 04/11/23-Inv.	06/14/2023	419.36
	Account 53210 - Telephone Totals	Invoice 1 Transactions	\$419.36
Account 53610 - Building Repairs			
392 - Koorsen Fire & Security, INC	16 - SA - Annual Fire Extinguisher Inspection and	BC 2022-092 06/23/2023	290.27
	Account 53610 - Building Repairs Totals	Invoice 1 Transactions	\$290.27
Account 53920 - Laundry and Other Sanitation S	ervices	Tansactions	
19171 - Aramark Uniform & Career Apparel Group, IN	C 16-uniform rental (minus payroll ded)- 05/31/2023	06/23/2023	6.82
19171 - Aramark Uniform & Career Apparel Group, IN	, , , ,	06/23/2023	23.26
19171 - Aramark Uniform & Career Apparel Group, IN	C 16-Mat Services - 05/1/2023	06/23/2023	23.26
19171 - Aramark Uniform & Career Apparel Group, IN		06/23/2023	6.82
Account 53	ded)- 06/07/2023 920 - Laundry and Other Sanitation Services Totals	Invoice 4 Transactions	\$60.16
Account 53950 - Landfill			
52226 - Hoosier Transfer Station-3140	16-recycling fees-05/16- 05/31/2023	06/23/2023	2,948.73





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52226 - Hoosier Transfer Station-3140	16-trash disposal fee-05/16- 05/31/23	06/23/2023	18,167.77
	Account 53950 - Landfill Totals	Invoice 2	\$21,116.50
		Transactions	
	Program 160000 - Main Totals	Invoice 9	\$22,458.34
		Transactions	
	Department 16 - Sanitation Totals	Invoice 9	\$22,458.34
		Transactions	
	Fund 730 - Solid Waste (S6401) Totals	Invoice 9	\$22,458.34
		Transactions	

Fund 800 - Risk Management(S0203)

Department 10 - Legal

Program 100000 - Main

Account 52430 - Uniforms and Tools

1448 - Shoe Carnival, INC	10-safety shoes-Tracey 9-	06/23/2023	100.00
1448 - Shoe Carnival, INC	4/29/23 10-safety shoes-Swinney 9.5-	06/23/2023	100.00
1448 - Shoe Carnival, INC	5/5/23 10-safety shoes-Sturrock 10-	06/23/2023	94.98
1448 - Shoe Carnival, INC	5/14/23 10-safety shoes-Shook 8- 4/25/23	06/23/2023	59.98
1448 - Shoe Carnival, INC	10-safety shoes- Sharp 11.5- 5/10/23	06/23/2023	99.98
1448 - Shoe Carnival, INC	10-safety shoes-Gaither 8- 4/27/23	06/23/2023	94.98
1448 - Shoe Carnival, INC	10-safety shoes- Dukes 10.5- 4/25/23	06/23/2023	79.98
1448 - Shoe Carnival, INC	10-safety shoes- Hudson 13-	06/23/2023	100.00
1448 - Shoe Carnival, INC	4/24/23 10-safety shoes-Creech 9.5-	06/23/2023	100.00
1448 - Shoe Carnival, INC	4/23/23 10-safety shoes-Henderson 13-	06/23/2023	100.00
1448 - Shoe Carnival, INC	4/23/23 10-safety shoes-Smith 10-	06/23/2023	100.00
1448 - Shoe Carnival, INC	4/23/23 10-safety shoes- Corns 8.5- 4/22/23	06/23/2023	100.00
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1448 - Shoe Carnival, INC	10-safety shoes-Frye 11-4/22/23	06/23/2023	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Cooper 13-	06/23/2023	100.00
1448 - Shoe Carnival, INC	4/22/23 10-safety shoes-Foster 11- 4/22/23	06/23/2023	100.00
1448 - Shoe Carnival, INC	4/22/25 10-safety shoes-Salisbury 9.5- 4/21/23	06/23/2023	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Thrasher 12- 4/19/23	06/23/2023	100.00
1448 - Shoe Carnival, INC	10-safety shoes- French 9- 4/20/23	06/23/2023	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Robertson 11- 4/19/23	06/23/2023	79.98
1448 - Shoe Carnival, INC	10-safety shoes-Scroggins 9.5- 4/17/23	06/23/2023	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Melwid 10- 4/17/23	06/23/2023	100.00
1448 - Shoe Carnival, INC	10-safety shoes -Miller 10- 4/17/23	06/23/2023	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Lasher 9- 4/17/23	06/23/2023	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Albright 9.5- 4/14/23	06/23/2023	89.98
1448 - Shoe Carnival, INC	10-safety shoes-Steury 11.5- 4/13/23	06/23/2023	100.00
1448 - Shoe Carnival, INC	10-safety shoes- Ennis 10- 4/13/23	06/23/2023	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Porter 12- 4/13/23	06/23/2023	89.98
1448 - Shoe Carnival, INC	10-safety shoes-Fulford 12- 4/13/23	06/23/2023	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Snider 10- 4/12/23	06/23/2023	100.00
1448 - Shoe Carnival, INC	10-safety shoes- Axsom 7.5- 5/14/23	06/23/2023	99.98
1448 - Shoe Carnival, INC	10-safety shoes-Banks 8- 4/29/23	06/23/2023	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Boruff 12- 5/11/23	06/23/2023	99.98
1448 - Shoe Carnival, INC	10-safety shoes-Eads 10- 4/21/23	06/23/2023	100.00
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1448 -	- Shoe Carnival, INC	10-safety shoes- Flynn 8-	06/23/2023	100.00
1448 -	- Shoe Carnival, INC	5/11/23 10-safety shoes- Gill 9.5-5/5/23	06/23/2023	89.98
1448 -	- Shoe Carnival, INC	10-safety shoes-Hite 12-5/11/23	06/23/2023	100.00
1448 -	- Shoe Carnival, INC	10-safety shoes-Hutslar 9-	06/23/2023	100.00
1448 ·	- Shoe Carnival, INC	4/3/23 10-safety shoes-Johnson 11-	06/23/2023	99.98
1448 ·	- Shoe Carnival, INC	5/11/23 10-safety shoes-Keene 8.5-	06/23/2023	89.98
1448 -	- Shoe Carnival, INC	5/13/23 10-safety shoes- Kennedy 10-	06/23/2023	69.98
1448 -	- Shoe Carnival, INC	5/5/23 10-safety shoes- Lamb 13-	06/23/2023	100.00
1448 -	- Shoe Carnival, INC	5/9/23 10-safety shoes-Lavender 10.5-	06/23/2023	94.98
1448 -	- Shoe Carnival, INC	4/29/23 10-safety shoes-Love 9-5/2/23	06/23/2023	89.98
1448 -	- Shoe Carnival, INC	10-safety shoes-Lutes 10-	06/23/2023	94.98
1448 -	- Shoe Carnival, INC	5/12/23 10-safety shoes-McIntire 10-	06/23/2023	100.00
1448 -	- Shoe Carnival, INC	5/3/23 10-safety shoes -Ratts 9.5-	06/23/2023	100.00
1448 -	- Shoe Carnival, INC	5/1/23 10-safety shoes-Richtel 10-	06/23/2023	100.00
1448 -	- Shoe Carnival, INC	5/10/23 10-safety shoes- Robinson 10.5-	06/23/2023	100.00
		5/8/23 Account 52430 - Uniforms and Tools Totals	Invoice 48	\$4,619.66
			Transactions	+ ./
Accou	nt 53160 - Instruction			
3560 ·	- First Financial Bank / Credit Cards	10- Doxpop Legal Research Risk OSHA Training-Connor	06/14/2023	800.00
		Account 53160 - Instruction Totals	Invoice 1 Transactions	\$800.00
Accou	nt 53990 - Other Services and Charges		T GI SOCUOIIS	
204 -	State Of Indiana	10- IN.gov -drivers licenses	06/23/2023	170.00



Account 5	3990 - Other Services and Charges Totals	Invoice 1 Transactions	\$170.00
	Program 100000 - Main Totals	Invoice 50	\$5,589.66
	Department 10 - Legal Totals	Transactions Invoice 50 Transactions	\$5,589.66
Fund 801 - Health Insurance Trust	nd 800 - Risk Management(S0203) Totals	Invoice 50 Transactions	\$5,589.66
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990 - Other Services and Charges			
8609 - LoCascio Hadden & Dennis, LLC (LHD Benefit Advisor	12-Monthly fee for health clinic support - June 2023	06/23/2023	2,600.00
Account 5	3990 - Other Services and Charges Totals	Invoice 1	\$2,600.00
	Program 120000 - Main Totals	Transactions Invoice 1	\$2,600.00
	Department 12 - Human Resources Totals	Transactions Invoice 1 Transactions	\$2,600.00
	Fund 801 - Health Insurance Trust Totals	Invoice 1	\$2,600.00
Fund 802 - Fleet Maintenance(S9500)		Transactions	
Department 17 - Fleet Maintenance			
Program 170000 - Main			
Account 52230 - Garage and Motor Supplies			
50605 - Bauer Built, INC	17 - Tires for stock	06/23/2023	4,397.39
50605 - Bauer Built, INC	17 - disposal fees for tires	06/23/2023	316.00
4693 - Monroe County Tire & Supply, INC	17 - service call for Tractor tire	06/23/2023	318.77
4693 - Monroe County Tire & Supply, INC	repair & f'stone ss rad tube 17 - ST225/75R15 tire for 570 and tire fee	06/23/2023	100.25



4693 - Monroe County Tire & Supply, INC	17 - (2) LT245/75R17 Transforce AT2 Tires for 638	06/23/2023	316.66
4693 - Monroe County Tire & Supply, INC	17 - SC - tractor tire repair &	06/23/2023	378.75
4693 - Monroe County Tire & Supply, INC	Valve stem pump & washer fluid 17 - Hi-Rum 26x12.00-12 Turf	06/23/2023	140.25
4693 - Monroe County Tire & Supply, INC	4ply tl tire for 4751 17 - (20) F'stone fhawk pursuit	06/23/2023	2,672.80
	P245/55R18 tires for stock Account 52230 - Garage and Motor Supplies Totals		\$8,640.87
Account 52240 - Fuel and Oil		Transactions	
613 - Hoosier Penn Oil Company, INC	17 - (2) case of Handi Clean 4/1	06/23/2023	186.83
7854 - Premier AG CO-OP, INC (Premier Energy)	17 - Diesel fuel (7,260 gallons)-	BC 2022-109B 06/23/2023	23,006.94
7854 - Premier AG CO-OP, INC (Premier Energy)	5/31/2023 17 - unleaded fuel (7,965	BC 2022-109B 06/23/2023	26,070.24
7854 - Premier AG CO-OP, INC (Premier Energy)	gallons)- 5/31/2023 17 - unleaded fuel (6,472	BC 2022-109B 06/23/2023	21,183.50
	gallons) - 6/2/2023 Account 52240 - Fuel and Oil Totals		\$70,447.51
Account 52320 - Motor Vehicle Repair		Transactions	
4150 - Alexander's LLC	17 - Electric backing plate black	06/23/2023	564.00
4150 - Alexander's LLC	wires, grease seal 17 - Grease seal double LIP	06/23/2023	31.80
244 - Bloomington Ford, INC	spring loaded 2.25 & rubber 17 - Engine module for 690	06/23/2023	856.25
244 - Bloomington Ford, INC	17 - motor and Fan assembly for	06/23/2023	212.73
244 - Bloomington Ford, INC	P138 17 - Reservoir assembly for 635	06/23/2023	380.00
244 - Bloomington Ford, INC	17 - various parts & labor	06/23/2023	32.85
941 - Central Indiana Truck Equipment Corporation	charges for outside service 17 - single pump control for 963	06/23/2023	1,716.44
FOA Curry Auto Contex INC			
594 - Curry Auto Center, INC	17 - N-Mirror for 648	06/23/2023	353.99



			1 - 1 -
51827 - Fire Service, INC	17 - brake kit & Pad (1 axle) for	06/23/2023	580.75
455 - Industrial Service & Supply, INC	342 17 - JIC X BSPP for 648	06/23/2023	80.60
796 - Interstate Battery System of Bloomington, INC	17 - various batteries for City	06/23/2023	766.98
908 - JB Salvage (Westside Auto Parts)	vehicles - 6/5/23 17 - shop steel-4/13/23	06/23/2023	60.00
4439 - JX Enterprises, INC	17 - credit for returned Position	06/23/2023	(39.24)
4439 - JX Enterprises, INC	sensor -Inv #27303687P 17 -bottle washer	06/23/2023	63.99
4439 - JX Enterprises, INC	17 - Pressure & Position sensors,	06/23/2023	128.30
53385 - O'Reilly Automotive Stores, INC	Position sensor core charge 17 - credit for returned Water	06/23/2023	(31.98)
53385 - O'Reilly Automotive Stores, INC	pump-Inv #1903-347161 17 - Brushes & towels &	06/23/2023	150.89
53385 - O'Reilly Automotive Stores, INC	carwash & protectant for shop 17 - New Mass Air Flow Sensor	06/23/2023	87.00
53385 - O'Reilly Automotive Stores, INC	for 2011 Ford F-150 Super Duty 17 - 2 brake calipers, 2 brake	06/23/2023	345.84
53385 - O'Reilly Automotive Stores, INC	hoses plus core charge 17 - 2 new CV shafts for dodge	06/23/2023	169.09
53385 - O'Reilly Automotive Stores, INC	charger 17 - Air & cabin filters for 639	06/23/2023	38.89
16069 - Palmer Trucks, INC	17 - 773 knob and dryer	06/23/2023	82.86
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - various parts for May 2023	06/23/2023	17,523.42
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - Rearview mirror heater	06/23/2023	60.73
622 - Truck Country of Indiana, INC (Stoops Freightliner	switch 17 - Turbo Charger actuator kit	06/23/2023	3,488.34
622 - Truck Country of Indiana, INC (Stoops Freightliner	and turbo charger kit Core charg 17 - Shim & Hend 380 Pin End -	06/23/2023	795.55
622 - Truck Country of Indiana, INC (Stoops Freightliner	adj for 394 17 - spring & freight charge	06/23/2023	2,930.00
7555 - VoMac Truck Sales & Service INC	17 - insulator, Trunnion brass	06/23/2023	413.08
7555 - VoMac Truck Sales & Service INC	washer, right/left cam shaft 17 - Camshafts for 957	06/23/2023	124.97



		Invoice	e Date Rang	ge 06/10/23 - 06/23/23
7555 - VoMac Truck Sales & Service INC	17 - spring, u-bolt, Hexagon nut,		06/23/2023	1,873.66
7555 - VoMac Truck Sales & Service INC	washer for 957 17 - King pin kit		06/23/2023	741.85
7555 - VoMac Truck Sales & Service INC	17 - Sensor & Core deposit		06/23/2023	653.36
7555 - VoMac Truck Sales & Service INC	17 - Mack spring Pin for 957		06/23/2023	108.18
Account 52420 - Other Supplies	Account 52320 - Motor Vehicle Repair Totals	Invoice Transactions		\$35,429.47
Account 32420 - Other Supplies				
409 - Black Lumber Co. INC	17 - hardware for shop		06/23/2023	13.16
4574 - John Deere Financial f.s.b. (Rural King)	17 - shop alarm		06/23/2023	49.99
8658 - Kleindorfer's Hardware LLC	17 - 16mmx 50mm 10.9 flange bolt		06/23/2023	6.00
8658 - Kleindorfer's Hardware LLC	17 - Bolts & (2) boxes nylon lock		06/23/2023	78.32
6216 - Terminal Supply, INC	nuts 17 -(4) relay w/bracket, 3" crimped wire wheel, rocker		06/23/2023	120.97
	Account 52420 - Other Supplies Totals	Invoice Transactions		\$268.44
Account 53610 - Building Repairs				
4483 - City Lawn Corporation	17 - SA - Mowing 5/19/23 at 800 E. Miller	BC 2022-091	06/23/2023	35.00
8143 - Cummins INC dba Cummins Sales and Service	17 - SA - Planned Maintenance completed on equipment	BC 2022-103	06/23/2023	615.38
	Account 53610 - Building Repairs Totals	Invoice Transactions		\$650.38
Account 53620 - Motor Repairs				
244 - Bloomington Ford, INC	17 - various parts & labor		06/23/2023	28.00
4474 - Ken's Westside Service & Towing, LLC	charges for outside service 17-Towing-Skid steer from		06/23/2023	262.50
4474 - Ken's Westside Service & Towing, LLC	Coppertree to Miller-5/18/23 17 - Towing for police car from		06/23/2023	100.00
	Pete Ellis to Fleet-5/23/23 Account 53620 - Motor Repairs Totals	Invoice Transactions		\$390.50



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Account 53650 - Other Repairs

8087 - Lawrence County Hydraulics LLC	17 - shop repair of jacks	06/23/2023	295.00
3286 - Peacetree, INC (PEI Maintenance)	17 - service for fuel pumps 1 &2 at Adams facility	06/23/2023	160.06
3286 - Peacetree, INC (PEI Maintenance)	17 - service for fuel pumps 4 & 5 at Henderson Facility	06/23/2023	160.06
	Account 53650 - Other Repairs Totals	Invoice 3 Transactions	\$615.12
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC	17 - mat rentals and shop towels- 4/19/2023	06/23/2023	77.36
19171 - Aramark Uniform & Career Apparel Group, INC	17 - towel & mat & shop towels rentals - 5/17/2023	06/23/2023	77.36
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals - 5/17/23	06/23/2023	19.83
19171 - Aramark Uniform & Career Apparel Group, INC	17 - shop towels, rubber mats and cont roll towel - 5/24/23	06/23/2023	77.36
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals - 5/24/23	06/23/2023	20.01
19171 - Aramark Uniform & Career Apparel Group, INC	17 - mats and towel rent - 5/31/23	06/23/2023	77.36
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals - 5/31/23	06/23/2023	32.83
Account 53920 - Laun	dry and Other Sanitation Services Totals	Invoice 7	\$382.11
Account 53990 - Other Services and Charges		Transactions	
Account 33330 - Other Services and Charges			
3560 - First Financial Bank / Credit Cards	17 - Title fees for City vehicle 318	06/14/2023	15.00
3560 - First Financial Bank / Credit Cards	17 - Title fee for City vehicle 818	06/14/2023	30.00
Account 53	990 - Other Services and Charges Totals	Invoice 2 Transactions	\$45.00
	Program 170000 - Main Totals	Invoice 68 Transactions	\$116,869.40
I	Department 17 - Fleet Maintenance Totals	Invoice 68 Transactions	\$116,869.40
Func	d 802 - Fleet Maintenance(S9500) Totals	Invoice 68 Transactions	\$116,869.40



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Fund 804 - Insurance Voluntary Trust

- Department 12 Human Resources
- Program 120000 Main

Account 53990.1271 - Other Services and Charges Section 125 - URM- City

17785 - The Howard E. Nyhart Company, INC	12-City URM	06/12/2023	95.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	06/12/2023	517.50
17785 - The Howard E. Nyhart Company, INC	12-City URM	06/12/2023	1,046.37
17785 - The Howard E. Nyhart Company, INC	12-City URM	06/13/2023	58.52
Account 53990.1271 - Other Se	rvices and Charges Section 125 - URM- City Totals	Invoice 4	\$1,717.39
	Program 120000 - Main Totals	Transactions Invoice 4 Transactions	\$1,717.39
	Department 12 - Human Resources Totals	Invoice 4 Transactions	\$1,717.39
	Fund 804 - Insurance Voluntary Trust Totals	Invoice 4 Transactions	\$1,717.39
Fund 987 - Econ Dev LIT Bonds of 2022			
Department 06 - Controller's Office			
Program 060000 - Main			
Account 54510 - Other Capital Outlays			
6728 - Precision Quality Contracting, LLC	28 -Installation of CAT 6 from Showers East to West	06/23/2023	3,172.00
	Account 54510 - Other Capital Outlays Totals	Invoice 1	\$3,172.00
	Program 060000 - Main Totals	Transactions Invoice 1	\$3,172.00
	-	Transactions	
	Department 06 - Controller's Office Totals	Invoice 1	\$3,172.00
	Fund 987 - Econ Dev LIT Bonds of 2022 Totals	Transactions Invoice 1	\$3,172.00
		Transactions	ψ3,172.00

Invoice Date Range 06/10/23 -06/23/23

\$654,167.53



Invoice 392 Transactions



REGISTER OF CLAIMS Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
06/23/23	Claims				\$654,167.53
		ALLOWANCE (OF CLAIMS		\$654,167.53
We have examined the claims lis claims, and except for the claims total amount of				ie	
Dated this <u>20th</u> day of <u>June</u>	year of <u>2023</u> .				
Kyla Cox Deckard, President		<u>Elizabeth Karo</u>	n, Vice President	<u>Jennifer Lloyd, Se</u>	cretary
	_				

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

Fiscal Office_____