



Board of Public Works Staff Report

Project/Event: Approve Preliminary Engineering Contract with Eagle Ridge Civil Engineering Services, LLC for Downtown Curb Ramps Ph IV

Petitioner/Representative: Engineering Department

Staff Representative: Neil Kopper, Senior Project Engineer

Date: 8/15/2023

Report: This project will improve pedestrian safety and accessibility by reconstructing sidewalk curb ramps in the downtown area. Specific locations will be prioritized by the Planning and Transportation Department. Both design and construction will be partially funded with federal funds. Eagle Ridge was selected from three engineering firms that responded to an RFP to perform preliminary engineering services for the project. The total contract amount is set at a not-to-exceed amount of \$135,258. Construction of this project is anticipated in 2028.

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Design Services Contract	Current Item	8/15/2023
ROW Services Contract	Future	TBD
Public Need Resolution	Future	TBD
Construction Inspection Contract	Future	TBD
Construction Contract	N/A - INDOT	TBD

City of Bloomington Contract and Purchase Justification Form

Vendor: Eagle Ridge Civil Engineering

Contract Amount: \$135,258

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

PURCHASE INFORMATION

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

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

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

# of Submittals: 3	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Qualifications-based selection (required by INDOT in order to utilize federal funds) based on responses to RFP.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was scoring grid used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

Eagle Ridge was selected for this contract based on an evaluation of their response to the RFP.

Neil Kopper

Senior Project Engineer

Engineering

Print/Type Name

Print/Type Title

Department

LPA - CONSULTING CONTRACT

This Contract (“this Contract”) is made and entered into effective as of _____, 2023 (“Effective Date”) by and between City of Bloomington, Indiana, acting by and through its proper officials (“LOCAL PUBLIC AGENCY” or “LPA”), and Eagle Ridge Civil Engineering Services, LLC (“the CONSULTANT”), [a limited liability company organized under the laws of the State of Indiana].

Des. No.: **2200021**

Project Description: **Downtown Curb Ramps Phase IV**

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation (“INDOT”) for a transportation or transportation enhancement project (“the Project”), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix “A” attached hereto (“Services”);

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The “Recitals” above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix “A” which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix “B” which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be **December 31, 2026**. A schedule for completion of the Services and deliverables is set forth in Appendix “C” which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix “D” which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$135,258.00**.

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix “C” which is herein attached to and made an integral part of this Contract.

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration (“FHWA”) or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. **Assignment; Successors.**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA’s prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise (“DBE”) SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT’s Economic Opportunity Division Director.

3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. **Certification for Federal-Aid Contracts Lobbying Activities.**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

7. **Compliance with Laws.**

- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.

- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:

- i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
 - iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
 - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.
 - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT’s SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA’s request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT’S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
 - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT’s liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA’s reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA’s reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, “deficiencies”) until all deficiencies are remedied in a timely manner.

9. Confidentiality of LPA Information.

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

- 10. Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them 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 the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. DBE Requirements.

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. Non-Discrimination.

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration (“FHWA”) within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT’s assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT’S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (5) Sanctions for Noncompliance: In the event of the CONSULTANT’S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - (6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes.

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. **Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

The LPA may terminate for default if the CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by the LPA.

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
- A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
- B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
- C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

23. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

Neil Kopper, PE
 Senior Project Engineer
 City of Bloomington
 Engineering Department
 401 N. Morton Street, Suite 130
 Bloomington, IN 47404

Notices to the CONSULTANT shall be sent to:

Brock Ridgway, PE
 Project Manager
 Etica Group, Inc.
 8720 Castle Creek Parkway East Drive, Suite 400
 Indianapolis, IN 46250

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.

27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.
28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
 - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make

such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. Termination for Default.

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
 1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 3. Make progress so as to endanger performance of this Contract; or
 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
 - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

[Remainder of Page Intentionally Left Blank]

Non-Collusion.

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

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

CONSULTANT

LOCAL PUBLIC AGENCY

Signature

Jessica Nickloy, President

(Print or type name and title)

Signature

Kyla Cox Deckard
President, Board of Public Works

(Print or type name and title)

Signature

Jennifer Lloyd
Vice President, Board of Public Works

(Print or type name and title)

Attest:

Signature

Signature

Elizabeth Karon
Secretary, Board of Public Works

(Print or type name and title)

(Print or type name and title)

Signature

Beth Cate
Corporation Counsel, Office of the Mayor

(Print or type name and title)

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

SEE ATTACHED SPREADSHEET - "APPENDIX A – DETAILED TASK LIST AND FEE ESTIMATE"

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Criteria for design and details for signs, signals, lighting, highway and structures such as grades, curves, sight distances, clearances, design loading, etc.
2. Standard Specifications and standard drawings applicable to the project
3. Available data from the transportation planning process
4. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract
5. Aerial Survey information
6. Copies of any decisions or positions expressed by City staff relating to the project, if such decisions or comments are deemed important by the LPA for consideration by the Consultant.
7. Provide a representative authorized to review the project documents and make decisions on behalf of the LPA.

APPENDIX A - DETAILED TASK LIST AND FEE ESTIMATE

for Bloomington Engineering Department

Downtown Curb Ramps Phase IV - Des. No. 2200021

8/9/2023

TASK	Senior Civil Engineer \$130.50 Hours	Civil Engineer \$103.00 Hours	CADD Technician \$77.25 Hours	Subconsultants At Cost	Project Expenses At Cost	Totals
Assessment Phase						
Meeting / Assist with Location Selections (anticipating maximum of 50 quadrants)	6				\$70	\$853
Obtain GIS Mapping from City / Set up Field Assessment Sheets with aeriels	2		44			\$3,660
Conduct field assessment- Identify sites with concerns of scope/RW/drainage/constructability/cost/hist	24		24		\$450	\$5,436
Conduct Historic Resource Assessment and Prepare CE Document (PCE Level) (Weintraut)				\$ 14,294		\$14,294
Prepare memo/exhibit of recommended sites for design or exclusion from further development	6					\$783
Meeting for site selections for survey and design	6				\$70	\$853
Conduct Topographic survey of quadrants (by Etica - Up to 40 quadrants at \$1,000 each)				\$ 40,000		\$40,000
Additional Survey Allowance (Drainage Outfalls, Utility Confirmation, Right of Way confirmations)				\$ 12,000		\$12,000
Design Phase						
Prepare Title Sheet	1		2			\$285
Prepare Index/General Notes/Legend/Utility Contacts Sheet	3		4			\$701
Assemble Typical Details Sheets	8		16			\$2,280
Assemble Site Plan Sheets	4		20			\$2,067
Prepare Site Layouts	20		20			\$4,155
Additional Design for Bumpouts / Modified Intersections	20		20			\$4,155
Complete Stage 1 Plans / Conduct a review meeting with City / finalize work limits	6				\$70	\$853
Conduct Local Coordination - Transit, IU, other	8					\$1,044
Utility Coordination		12				\$1,236
Field Check and Utility Coordination Meeting & Minutes	4	8			\$70	\$1,416
Coordination Meetings with City (up to 2 assumed)	12		2		\$140	\$1,861
Coordination with CBU and one site review with Preliminary Plans	4	4			\$70	\$1,004
Prepare Maintenance of Traffic and Erosion Control Typical Details and Notes	16		16			\$3,324
Prepare Master Map for Plan Sheet Index	6		6			\$1,247
Prepare detailed Grading Plans for each site	40		40			\$8,310
Prepare Summary of Quantities	20		4			\$2,919
Printing Costs for Full Sized Plan Sets, Drafts and City/CBU copies					\$500	\$500
Design Support Tasks / Coordination with INDOT						
Prepare All-Project Commitments Report	5					\$653
Prepare Abbreviated Engineer's Report	8					\$1,044
Prepare Contract Preparation Document Summary Worksheet	2					\$261
Prepare Limited Review Certification	0.5					\$65
Prepare Quality Assurance Form	1					\$131
Prepare Level One Criteria Checklist	1					\$131
Prepare Geotechnical Waiver	1					\$131
Prepare Utility Coordination Certification and Utility RSP		8				\$824
Prepare Environmental Consultation Form	2					\$261
Prepare Traffic Control Plan Checklist	2					\$261
Prepare Stage 3 and Tracings Transmittal Letters	2					\$261
Prepare Railroad Certification	2					\$261
Obtain Right of Way Certification	1					\$131
Prepare Unique and Recurring Special Provisions and Menus	8	8				\$1,868
Assemble Pay Item List and Quantities	12					\$1,566
Submit Estimate through INDOT CES portal	8	8				\$1,868
Assemble the Quantity Computation Summary	4					\$522
Prepare Response to Stage 3 Comments as Annotated Stage 3 Markups	6					\$783
Assembly of ERMS Submittals to INDOT	6					\$783
Respond to INDOT Reviews/Resubmittal of Items	8		4			\$1,353
Addendum Preparation (if required)	8		4			\$1,353
Preconstruction Meeting	6					\$783
Construction Support By Designer (Inspection by others)	20				\$140	\$2,750
Project Management						
Project Workplan/Management/Accounting Setup	8					\$1,044
Prepare subcontracts / Manage Subconsultants	4					\$522
Invoices and Progress Reports	2		2			\$416
Total Hours:	344	48	228			TOTAL
Fee by Classification:	\$44,827	\$4,944	\$17,613	\$66,294	\$1,580	\$135,258

Assumptions:	PROPOSAL BREAKDOWNS			
	BY PRIMARY TASKS		BY FIRM	
For this proposal, a "quadrant" is identified as one corner of a street intersection, or one alley crossing.	Assessment	\$ 11,585	Eagle Ridge Civil Engineering	\$ 68,964
Assessment work expected to include 50 quadrants , which will then be narrowed to 40 quadrants for survey and design	Historic Coord & Env Document	\$ 14,294	Weintraut & Associates	\$ 14,294
Signal equipment modifications/design not included	Survey	\$ 52,000	Etica Group	\$ 52,000
Drainage design limited to immediate vicinity such as moving an inlet but with connection readily available in the established survey limits	Design	\$ 39,337		
Stage 1 Plans are for Local review only. Stage 3 will be first design submittal to INDOT	Design Support	\$ 14,509		
Environmental document expected to fall within Minor Project Programmatic for Section 106 and a Programmatic Categorical Exclusion for the document level	Bidding and Construction Phase	\$ 3,533		
	TOTAL:	\$ 135,258	TOTAL:	\$ 135,258

APPENDIX "C"**SCHEDULE:**

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

ESTIMATED PROJECT SCHEDULE

MILESTONE	ESTIMATED DATE	COMMENTS
Notice to Proceed	October 1, 2023	
Assessment and Project Site Selection Complete	January 15, 2024	
Begin Design Phase	January 15, 2024	
Preliminary Plans Complete	September 15, 2024	
Field Check/Utility Coordination Meeting	November 30 15, 2025	
Environmental Document Complete	March 15, 2025	
Stage 3 Plans, Specs and Estimate to INDOT	November 28, 2025	Per INDOT letting schedule
Tracings Submittal to INDOT	March 30, 2026	
Letting	July 8, 2026	
Construction	August-November 2026	

APPENDIX "D"**COMPENSATION TO CONSULTANT:**

This project is to be conducted on a LumpSum basis with an agreed Maximum Cost of **\$135,258.00**

For budget and general progress tracking, the lumpsum will be split into the following subcategories:

Assessment	\$ 11,585
Historic Coord & Env. Document:	\$ 14,294
Survey and Mapping:	\$ 52,000
Road (Ramp) Design:	\$ 39,337
Design Support:	\$ 14,509
Bidding and Construction Support:	\$ 3,533

For the purposes of the fee estimate or potential supplement calculation, the following rates shall apply:

Project Manager	\$130.50/hour
Civil Engineer	\$103.00/hour
CADD Technician:	\$77.25/hour
Direct Expenses	At Cost
Subconsultants	At Cost
Mileage Reimbursement	Current INDOT Rate



Board of Public Works Staff Report

Project/Event: Change Order for repair of storm water pipe
Petitioner/Representative: Engineering Department
Staff Representative: Jason Kerr
Date: August 15th, 2023

Report: Near the address of 716 W Allen St, there was a storm water inlet removed for a raingarden to be constructed. When removed, there was a hole in the storm water pipe underneath. The hole was not known of prior to when the contract was awarded. E&B Paving was on site constructing the raingarden. E&B Paving repaired the hole in the storm water pipe. Their repair cost came to \$1833.98.

City of Bloomington Contract and Purchase Justification Form

Vendor: E & B Paving

Contract Amount: \$291,833.98

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

PURCHASE INFORMATION

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

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

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

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

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

Contract price was \$290,000.00, change order #1 is in the amount of \$1,833.98. New total contract price is \$291,833.98.

Jason Kerr

Print/Type Name

Project Manager

Print/Type Title

Engineering

Department



City of Bloomington, Indiana

Change Order Details

Allen St Greenway (Patterson to Walnut)

Description	The installation of speed cushions, curb bump outs, raingardens, median island, pavement markings, and signs on W Allen St from Patterson Dr. to Walnut St
Prime Contractor	E & B Paving, INC 2520 W Industrial Park Dr Bloomington, IN 47404
Change Order	1
Status	Approved
Date Created	08/03/2023
Type	Other
Summary	Repair to existing inlet pipe.
Change Order Description	An inlet was removed in front of 716 W Allen St for the construction of a raingarden for this project. Upon removing the inlet, there was a hole in the storm water pipe that had to be repaired. This was found only after the inlet was removed. E&B Paving obtained the material and fixed the hole in the storm water pipe.
Awarded Project Amount	\$290,000.00
Authorized Project Amount	\$290,000.00
Change Order Amount	\$1,833.98
Revised Project Amount	\$291,833.98

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 2 - CBU Items					
0050	109-04299	DOL	1.000	\$1,833.980	\$1,833.98

FORCE ACCOUNT WORK: Strom water pipe repair

Reason: When an inlet was removed for the raingarden, there was a hole in the storm water pipe that need repaired.

Funding Details					
	Rain Garden		1.000	\$1,833.980	\$1,833.98

1 item Total: \$1,833.98

Funding Summary

Fund Package	Original Amount	Authorized Amount	Authorized Change	Revised Amount
Greenway	\$243,487.00	\$243,487.00	\$0.00	\$243,487.00
Rain Garden	\$46,513.00	\$46,513.00	\$1,833.98	\$48,346.98
2 fund packages	\$290,000.00	\$290,000.00	\$1,833.98	\$291,833.98

Time Limit Changes

Type	Original Deadline	Current Deadline	Authorized Extension	Authorized Deadline
Calendar Days	60.0 Days	60.0 Days	2.0 Days	62.0 Days

This project shall be completed in 60 Calendar Days. The project start date shall be determined by the selected E&B Paving, but project duration shall end on or before Aug 8, 2023.

Reason: Resolve conflict with existing storm pipe.

1 time limit

Attachments

Document	Name	Description	Submission Date
West_Allen_St._-_Repair_Existing_Storm_Pipe__Raingarden__1.pdf	West Allen St. - Repair Existing Storm Pipe @ Raingarden #1.pdf	This is the information sent by E&B Paving for this change order.	08/03/2023 12:11 PM EDT

1 attachment

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

_____ Engineer	 _____ KEITH A. SPENNER Contractor	_____ Board of Public Works
_____ Title	_____ PROJECT MANAGER	_____ Title
_____ Date	_____ 8-3-23	_____ Date



Board of Public Works Staff Report

Project/Event: Change Order for street repair of broken water main

Petitioner/Representative: Engineering Department

Staff Representative: Jason Kerr

Date: August 15th, 2023

Report: There was a water main break in the 200 block of E Winslow Rd on July 13th. CBU repaired the water main break the day it occurred. Milestone on July 14th repaired the damaged roadway. Milestone was already in the area resurfacing E Winslow Rd. Their repair cost came to \$22,411.99.

City of Bloomington Contract and Purchase Justification Form

Vendor: Milestone Contractors

Contract Amount: \$497,123.99

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

PURCHASE INFORMATION

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

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

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

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

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

Contract amount was \$474,712.00, change order #2 is in the amount of \$22,411.99. New contract price is \$497,123.99.

Jason Kerr

Project Manager

Engineering

Print/Type Name

Print/Type Title

Department



City of Bloomington, Indiana

Change Order Details

Winslow Road Resurfacing Project

Description	Milling and resurfacing of Winslow Road from Walnut Street to Allendale Drive.
Prime Contractor	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
Change Order	2
Status	Pending
Date Created	07/27/2023
Type	Other
Summary	Water Main Break
Change Order Description	This change order is for a water main break that occurred at a location that was just resurfaced by Milestone. This was in the area of the 200 block of E Winslow Rd. Milestone had just resurfaced this area on 7-16-2023. The water main break was discovered in the late afternoon. CBU came out and repaired the line. The following morning, 7-17-2023, Milestone was still on site finishing the resurface of Winslow Rd. Milestone dug out the damaged area. They proof rolled the area, added stone as needed, and then paved the area and rolled for compaction. It was approximately an 80' X 32' area that was disturbed by the water main break. Milestone sent in a work agreement for time and material. That balance is \$22,411.99. There are no additional days being added for this change order.
Awarded Project Amount	\$474,712.00
Authorized Project Amount	\$474,712.00
Change Order Amount	\$22,411.99
Revised Project Amount	\$497,123.99

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0380	109-04299	DOL	1.000	\$22,411.990	\$22,411.99
FORCE ACCOUNT WORK: Time and material cost					
Reason: Water main break under new resurfaced roadway					
1 item					Total: \$22,411.99

Attachments

Document	Name	Description	Submission Date
Milestone_T_M_ticket.pdf	Milestone T&M ticket.pdf	Water Main Break	07/27/2023 03:48 PM EDT
1 attachment			

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

_____	 Tommy Gott Contractor	_____
Engineer		Board of Public Works
_____	project M	_____
Title	Title	Title
_____	8/1/2023	_____
Date	Date	Date



Milestone Contractors, L.P.
 4755 West Arlington Rd.
 Bloomington, IN 47404
 Phone: (812) 330-2037
 Fax: (812) 330-2118

PCO Pricing Sheet

Date: July 31, 2023

www.milestonelp.com

Pages: 4

To: City of Bloomington
 Attn: Cecil Penland

Project: Hopewell East Phase 1

Description: Tree Clearing

Est. No.

Ref: Tree Clearing

Qty: 1 LS

Labor:

Total Labor Cost from Estimate Sheet:

Labor Subtotal

Equipment:

Total Equipment Cost from Estimate Sheet:

Equipment Subtotal \$ -

Material:

Total Material Cost from Estimate Sheet:

Material Subtotal \$ -

Subcontractors:

Total Subcontractor cost from Attached Sheets:

Subcontractor Subtotal \$ 9,500.00

Subtotal \$ 9,500.00

Bond (.75% rate) 10% \$ 78.38

Labor Markup 10% \$ -

Equipment Markup 10% \$ -

Material Markup 10% \$ -

Subcontractor Markup 5% \$ 475.00

Total \$ 10,053.38

Per LS

Unit Price \$ 10,053.38

ANY ITEM NOT SPECIFICALLY STATED ABOVE SHALL BE CONSIDERED NOT INCLUDED IN OUR PROPOSAL.

PLEASE CALL FOR CLARIFICATIONS OR IF ADDITIONAL PRICING IS REQUESTED.

Signature represents acceptance of this Proposal.

Signed: Tommy Gott

Date: July 31, 2023

Terms: Upon Receipt

Submitted By:

Tommy Gott

Approved By:

Date

Printed:

Date



MILESTONE CONTRACTORS, L.P.

Time & Material Work Agreement
(See back for terms and conditions.)

MCLP #: **23 0501**

CUSTOMER NO.: _____

DATE: **7-17-2023**

DESCRIPTION/SCOPE OF WORK: **ASPHALT FULL DEPTH PATCH/OVER MAIN BREAK**

ADDRESS/LOCATION **WINSLOW/WALNUT PIKE**

JOB NO.: **235020** DATE EFFECTIVE: **April 1, 2023 to March 31, 2024**

EQUIPMENT RATES DO NOT APPLY TO SNOW REMOVAL OVERTIME WILL BE CHARGED IN ACCORDANCE WITH UNION AGREEMENTS

EQUIPMENT (OPERATOR NOT INCLUDED)				LABOR		STRAIGHT TIME		TIME + 1/2		DBL. TIME		TOTAL (\$)
DESCRIPTION	HOURLY RATE	HOURS USED	TOTAL (\$)			RATE	HR	RATE	HR	RATE	HR	
ASPHALT PAVER 8'	\$275.00			LABORER		\$84.00	24	\$107.00		\$131.00		2,016
ASPHALT PAVER 10'	\$325.00	6	1,950	OPERATOR		\$108.00	18	\$141.00		\$174.00		1,944
DISTRIBUTOR	\$145.00			TEAMSTER		\$93.00		\$121.00		\$148.00		
BACKHOE	\$90.00			CARPENTER		\$100.00		\$126.00		\$152.00		
613 SCRAPER	\$165.00			MECHANIC		\$108.00		\$141.00		\$174.00		
EXCAVATOR LARGE	\$270.00			FOREMAN		\$86.00		\$110.00		\$134.00		
EXCAVATOR MEDIUM	\$175.00	4	700 ⁰⁰	SUPERINTENDENT		\$100.00		\$137.00		\$175.00		
EXCAVATOR SMALL	\$125.00			HRLY SUPERINTENDENT		\$107.00	6	\$141.00		\$176.00		642 ⁰⁰
DOZER MEDIUM	\$175.00			MATERIALS & SUPPLIES				QUANTITY	UNIT	PRICE (\$)	TOTAL (\$)	
DOZER SMALL	\$125.00			ASPHALT BASE				61.58	TON	57 ⁰⁰		3,510 ⁰⁰
GRADER	\$175.00			ASPHALT INT				40.39	TON	60 ⁰⁰		2,423 ⁴⁰
RUBBER TIRE LOADER IT	\$120.00			ASPHALT SUR				28.14	TON	64 ⁵⁰		1,815 ⁰³
LANDSCAPE TRACTOR	\$100.00			#53 STONE				40	TON	6 ⁸⁵		274 ⁰⁰
STATIC ROLLER	\$80.00											
ROLLER VIBRATORY ASPHALT	\$125.00	4	500 ⁰⁰									
ROLLER VIBRATORY DIRT	\$110.00											
ROLLER SHEEPSFOOT 815	\$175.00			TRUCKING CO.		HOURS		# OF TRUCKS		TOTAL (\$)		
LOWBOY TRACTOR & TRAILER	\$150.00			HANNA		29.5				3,982 ⁵⁰		
WATER TRUCK	\$105.00			Young		17		2		2,295		
SINGLE AXLE FLATBED	\$80.00			SUBCONTRACTORS (Items of work performed)								TOTAL (\$)
WALK/HAND CONCRETE SAW	\$35.00											
SMALL AIR COMPRESSOR/ATTACHMENTS	\$55.00											
GRINDER ATTACHMENTS	\$60.00											
MTL/SKID STEER	\$90.00	4	360 ⁰⁰									
PICKUP TRUCK	\$70.00											
POWER BROOMS	\$75.00											
SIDE PAVER	\$160.00											
VacAll SWEEPER TRUCK	\$190.00											
				Rental Equipment See Note (i)								
				Rental Equipment See Note (i)								

Milestone Contractors, L.P. Owners Authorized Representative Time & Material #: **\$22,411.99**

By: T. GOTT By: _____ Total: **\$22,411.99**

Printed: THOMAS GOTT Printed: _____

Title: PM Title: _____



Board of Public Works Staff Report

Project/Event: Lane, Bike Lane, and Sidewalk Closure on E 2nd St
Staff Representative: Alex Gray
Petitioner/Representative: Duke Energy / 5 Star
Date: August 15th, 2023

Report: Duke Energy is requesting a lane, bike lane, and sidewalk closure on E 2nd St between S High St and S Roosevelt St. The closures are being requested to allow for street lighting replacement in the area. An agreement between Duke Energy and the City of Bloomington was approved at a prior Board meeting and this work is for that agreement. The work is expected to take place between 8/31/2023 and 10/1/2023 and is believed to be less than 30 days. Additional time was added to account for weather delays.



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

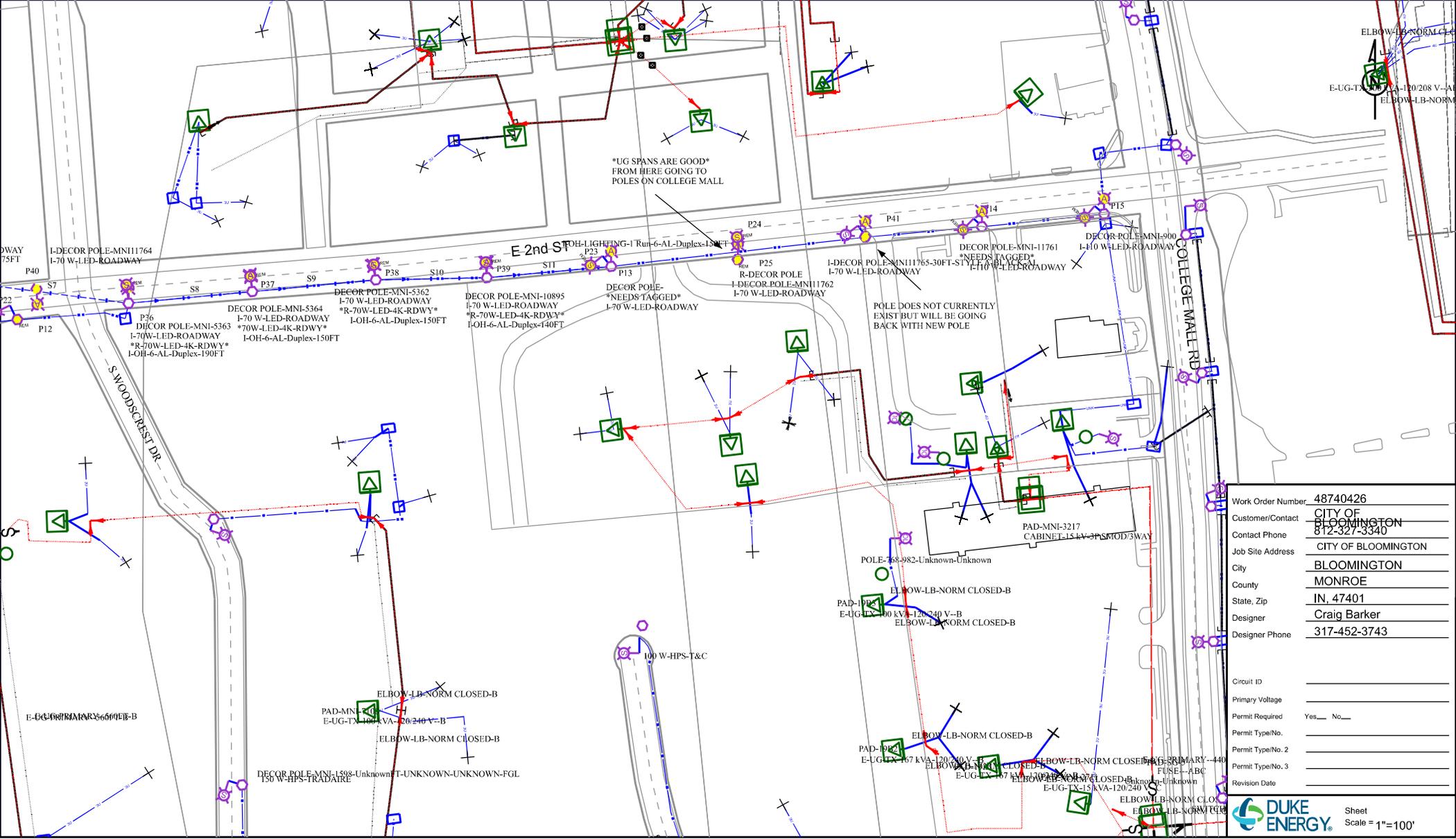


Safety Reminders / Adverse Conditions
 ?:
 ?:
 ?:
 ?:



Work Zone General Comments: Double click to e

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



Work Order Number	48740426
Customer/Contact	CITY OF BLOOMINGTON
Contact Phone	812-327-3340
Job Site Address	CITY OF BLOOMINGTON
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47401
Designer	Craig Barker
Designer Phone	317-452-3743

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



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

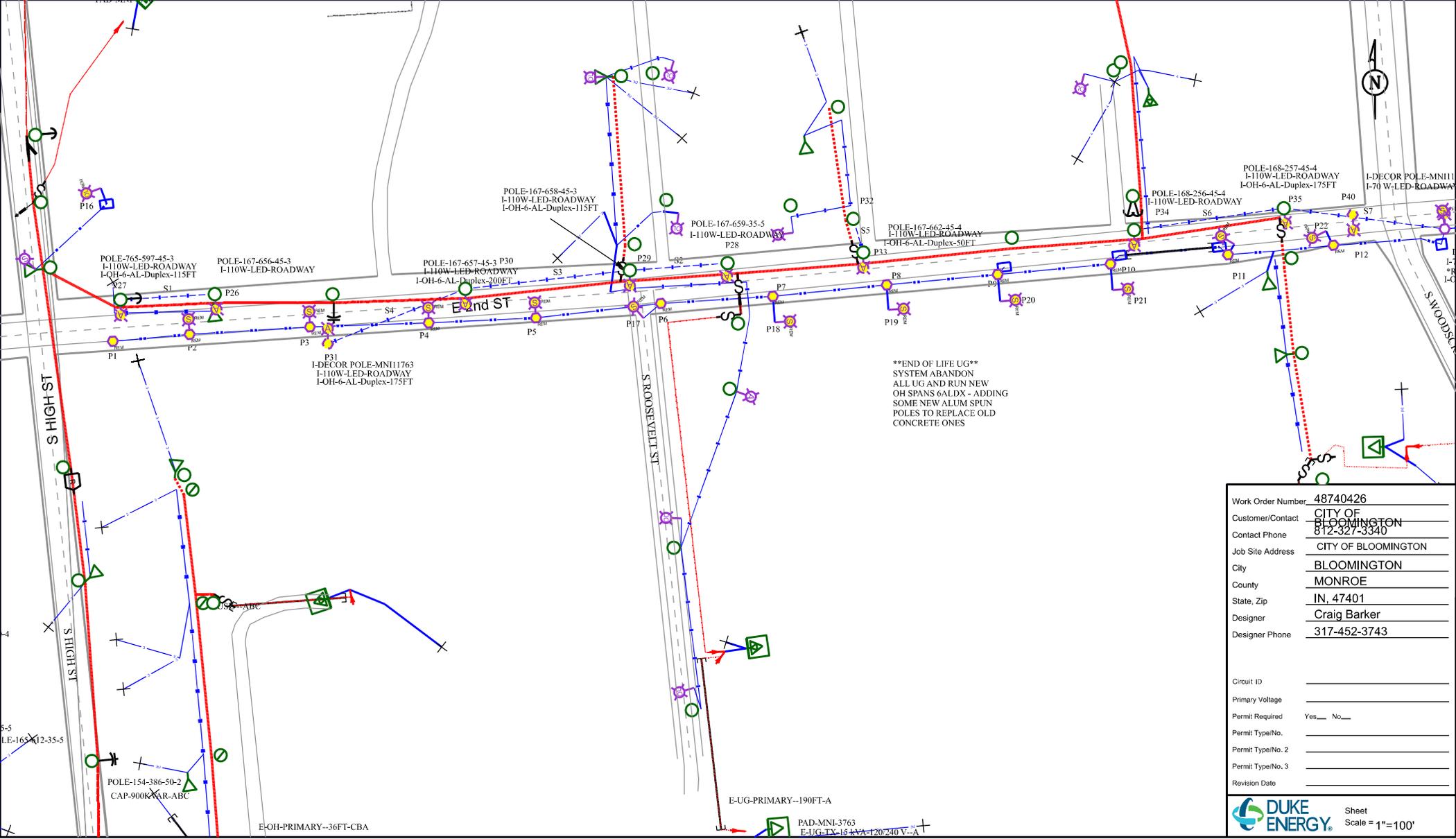


Safety Reminders / Adverse Conditions
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 ?:



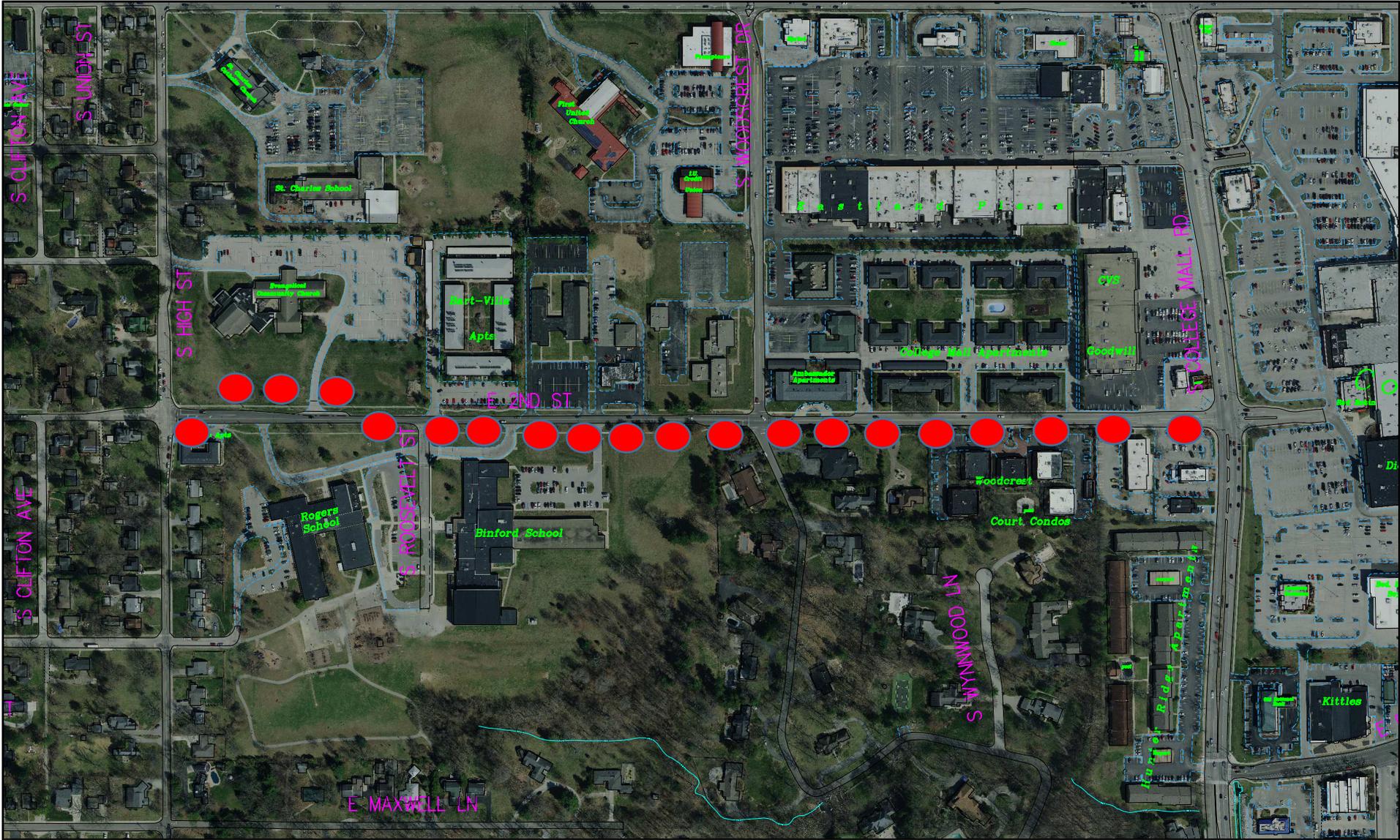
Work Zone General Comments: Double click to e

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



Work Order Number	48740426
Customer/Contact	CITY OF BLOOMINGTON
Contact Phone	812-327-3340
Job Site Address	CITY OF BLOOMINGTON
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47401
Designer	Craig Barker
Designer Phone	317-452-3743

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



By: smithc
14 Dec 22



For reference only; map information NOT warranted.



City of Bloomington
Public Works



Scale: 1" = 400'



CITY OF BLOOMINGTON

RIGHT-OF-WAY USE PERMIT APPLICATION

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

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

ROW EXCAVATION ROW USE

ADDRESS OF ROW ACTIVITY: E 2nd St

<p>A. APPLICANT/AGENT INFORMATION:</p> <p>APPLICANT NAME: <u>Craig Barker</u></p> <p>E-MAIL: <u>craig.barker@duke-energy.com</u></p> <p>COMPANY: <u>Duke Energy</u></p> <p>ADDRESS: <u>2929 W 16th St</u></p> <p>CITY, STATE, ZIP: <u>Bedford IN 47421</u></p> <p>24-HR EMERGENCY CONTACT NAME: _____</p> <p>24-HR CONTACT PHONE #: _____</p> <p>INSURANCE #*: _____ COMPANY: _____</p> <p>BOND #*: _____ COMPANY: _____</p> <p><small>* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small></p> <p style="text-align: center;">**SUBCONTRACTOR INFORMATION**</p> <p style="text-align: center;"><small>(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)</small></p> <p>COMPANY NAME: <u>Duke Energy/5-Star Electric</u></p>	<p>D. TRAFFIC CONTROL DEVICES*:</p> <p><input checked="" type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD</p> <p><input type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES</p> <p><input checked="" type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER</p> <p><small>*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED. See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet</small></p>
<p>B. WORK DESCRIPTION:</p> <p><input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE*</p> <p>(EXPLAIN): <u>Utilities</u></p> <p><small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small></p>	<p>E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input type="checkbox"/> N</p> <p><small>IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436</small></p>
<p>C. RIGHT OF WAY TO BE USED/CLOSED:</p> <p>STREET NAME 1: <u>E 2nd St</u></p> <p>1ST INTERSECTING STREET NAME: <u>High St</u></p> <p>2ND INTERSECTING STREET NAME: <u>Roosevelt St</u></p> <p><input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/></p> <p><input checked="" type="checkbox"/> SIDEWALK* <input checked="" type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER</p> <p>TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N <small>**NON-METERED</small></p> <p>START DATE: <u>8/31/2023</u> END DATE: <u>10/1/2023</u> # OF DAYS*: <u>30?</u></p> <p>STREET NAME 2: _____</p> <p>1ST INTERSECTING STREET NAME: _____</p> <p>2ND INTERSECTING STREET NAME: _____</p> <p><input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/></p> <p><input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER</p> <p>TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N <small>**NON-METERED</small></p> <p>START DATE: _____ END DATE: _____ # OF DAYS*: _____</p> <p><small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small></p>	<p>F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?</p> <p>PROJECT NAME: <u>E 2nd st LED upgrade</u></p> <p>PROJECT #: _____</p> <p>PROJECT MGR.: _____</p> <p>PROJECT MGR. #: _____</p> <p><small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY</small></p>
<p>STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM</p> <p>STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/></p> <p>REQUESTED CLOSURE HOURS: _____ AM - _____ PM</p> <p><small>*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)</small></p>	<p>G. EXCAVATIONS:</p> <p>SQ FT OF PAVEMENT* EXCAVATIONS : _____</p> <p><small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small></p> <p>SQ FT OF NON-PAVEMENT* EXCAVATIONS: _____</p> <p><small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small></p> <p>LINEAL FT OF BORE*: _____</p> <p><small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small></p> <p># OF POLE INSTALLATIONS/REMOVAL: <u>12</u></p> <p>SQ FT OF SIDEWALK RECONSTRUCTION*: _____</p> <p><small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small></p> <p>SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____</p> <p><small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small></p> <p>#RESIDENTIAL DRIVEWAY INSTALLATION: _____</p>
<p>H. INDEMNIFICATION AGREEMENT:</p> <p>The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.</p> <p>I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.</p> <p>PRINT NAME: <u>Craig Barker</u></p> <p>SIGNATURE: <u>Craig Barker</u></p> <p>DATE: <u>7/24/2023</u></p>	<p style="text-align: center;">Indiana 811 <small>Know what's below. Call before you dig.</small></p> <p>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.</p>

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

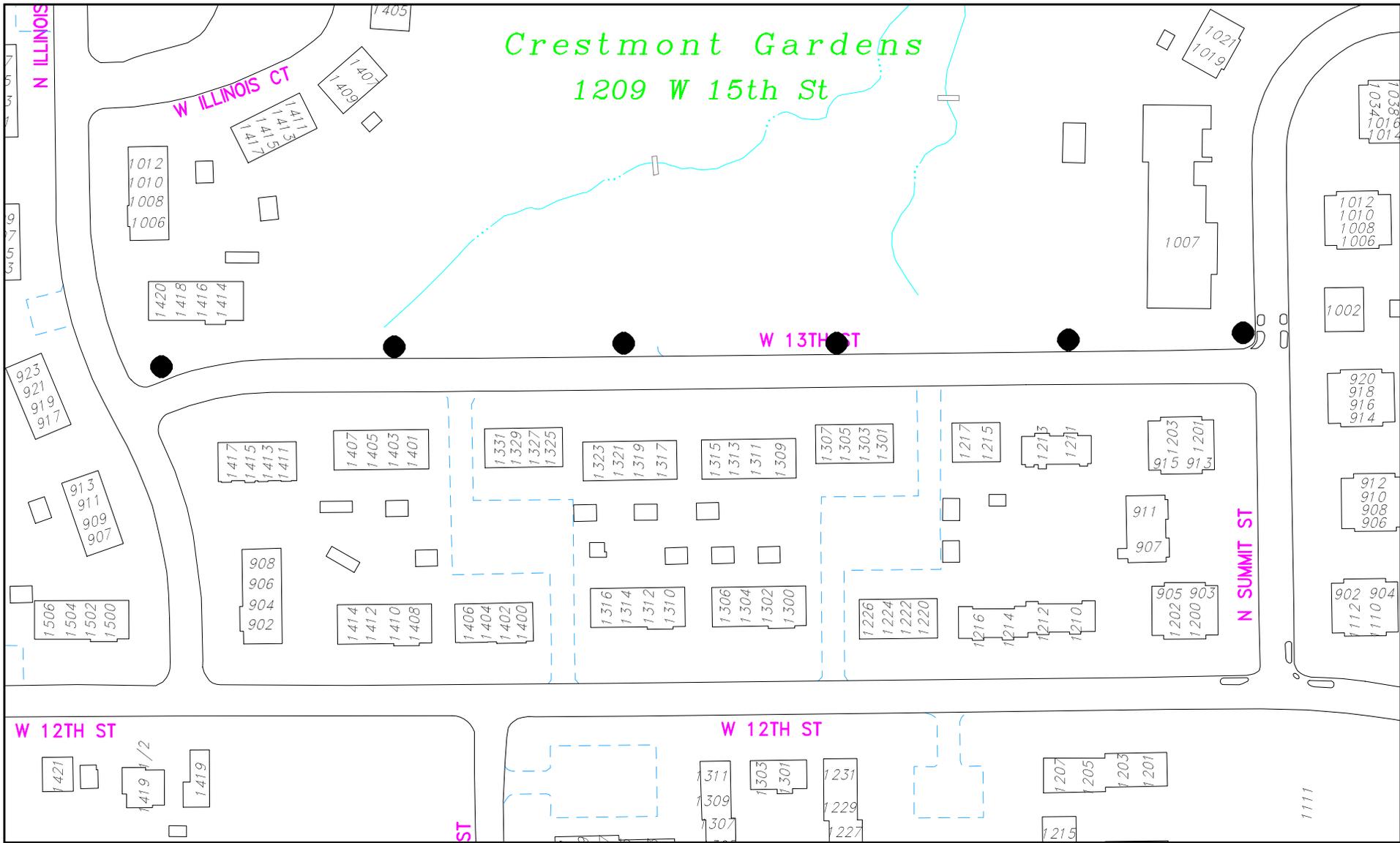
Staff Representative: _____ Phone#: _____ Date: _____



Board of Public Works Staff Report

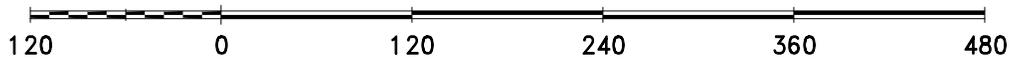
Project/Event: Lane, Bike Lane, and Sidewalk Closure on W 13th St
Staff Representative: Alex Gray
Petitioner/Representative: Duke Energy / 5 Star
Date: July 3rd, 2023

Report: Duke Energy is requesting a lane, bike lane, and sidewalk closure on W 13th St between N Illinois St and N Summit St. The closures are being requested to allow for street lighting replacement in the area. An agreement between Duke Energy and the City of Bloomington was approved at a prior Board meeting and this work is for that agreement. The work is expected to take place between 8/31/2023 and 10/1/2023 and is believed to be less than 30 days. Additional time was added to account for weather delays.



● Street Light Locations

By: smithc
15 Sep 22



For reference only; map information NOT warranted.



City of Bloomington
Public Works



Scale: 1" = 120'



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

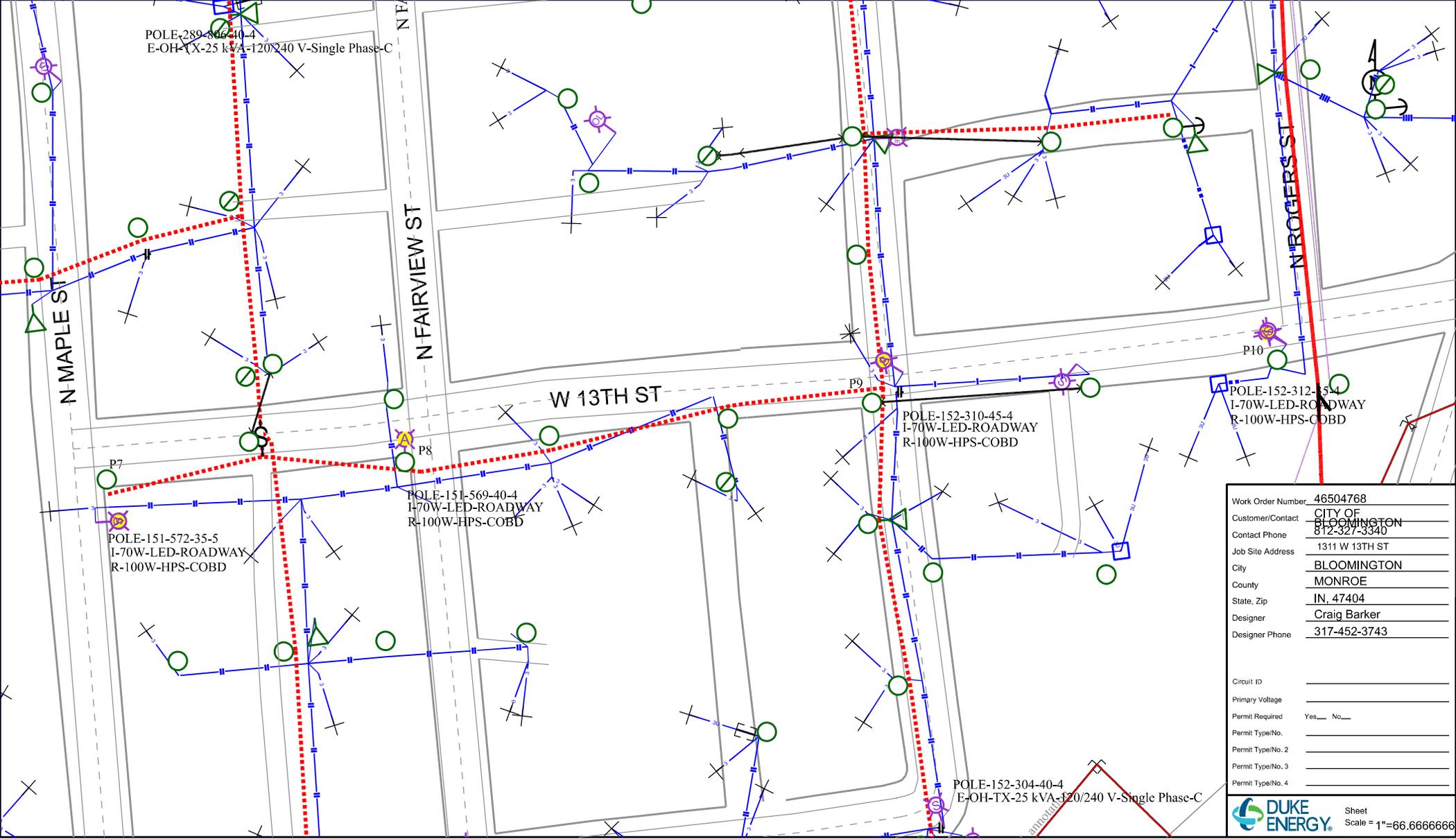


Safety Reminders / Adverse Conditions
 ?:
 ?:
 ?:
 ?:



Work Zone General Comments: Double click to e

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



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

Circuit ID _____
 Primary Voltage _____
 Permit Required Yes___ No___
 Permit Type/No. _____
 Permit Type/No. 2 _____
 Permit Type/No. 3 _____
 Permit Type/No. 4 _____



● Street Light Locations

By: smithc
15 Sep 22



For reference only; map information NOT warranted.



City of Bloomington
Public Works



Scale: 1" = 150'



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

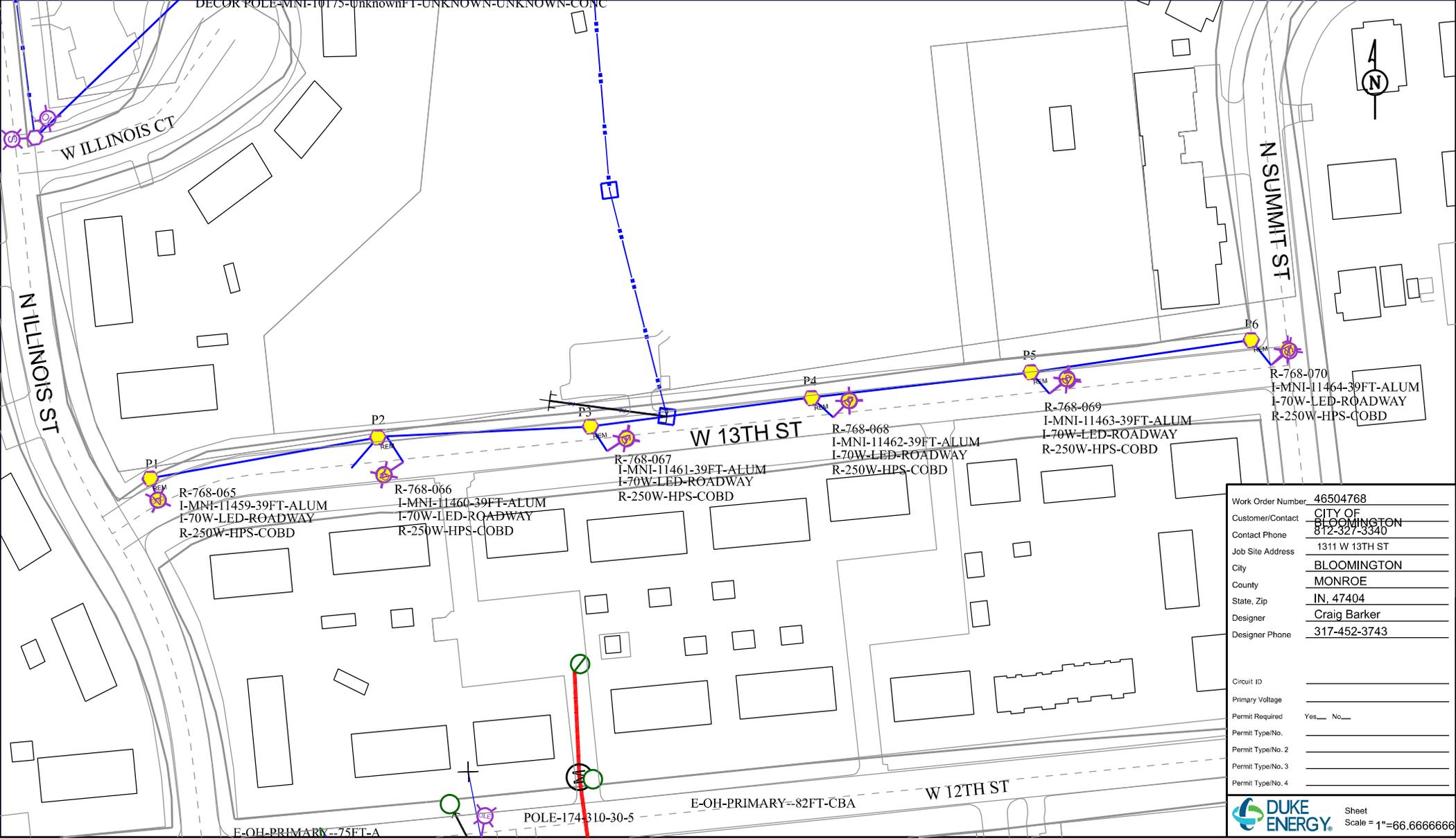


Safety Reminders / Adverse Conditions
 ?:
 ?:
 ?:
 ?:



Work Zone General Comments: Double click to e

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



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



CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

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

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

ROW EXCAVATION ROW USE

ADDRESS OF ROW ACTIVITY: W 13th st

A. APPLICANT/AGENT INFORMATION:		D. TRAFFIC CONTROL DEVICES*:	
APPLICANT NAME: <u>Craig Barker</u>		<input checked="" type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD	
E-MAIL: <u>craig.barker@duke-energy.com</u>		<input type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES	
COMPANY: <u>Duke Energy</u>		<input checked="" type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER	
ADDRESS: <u>2929 W 16th St</u>		*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED. See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet	
CITY, STATE, ZIP: <u>Bedford IN 47421</u>			
24-HR EMERGENCY CONTACT NAME: _____		E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input type="checkbox"/> N	
24-HR CONTACT PHONE #: _____		IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436	
INSURANCE #*: _____ COMPANY: _____		F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?	
BOND #*: _____ COMPANY: _____		PROJECT NAME: <u>W 13th st lighting</u>	
*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED		PROJECT #: _____	
SUBCONTRACTOR INFORMATION		PROJECT MGR.: _____	
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)		PROJECT MGR. #: _____	
COMPANY NAME: <u>Duke Energy/5-Star Electric</u>		*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY	
B. WORK DESCRIPTION:		G. EXCAVATIONS:	
<input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE*		SQ FT OF PAVEMENT* EXCAVATIONS : _____	
(EXPLAIN): <u>Utilities</u>		*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS	
EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND		SQ FT OF NON-PAVEMENT EXCAVATIONS: _____	
C. RIGHT OF WAY TO BE USED/CLOSED:		*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE	
STREET NAME 1: <u>W 13th st</u>		LINEAL FT OF BORE*: _____	
1ST INTERSECTING STREET NAME: <u>Illinois st</u>		*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS	
2ND INTERSECTING STREET NAME: <u>Summit St</u>		# OF POLE INSTALLATIONS/REMOVAL: _____	
<input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>		SQ FT OF SIDEWALK RECONSTRUCTION*: _____	
<input checked="" type="checkbox"/> SIDEWALK* <input checked="" type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____	
START DATE: <u>8/31/2023?</u> END DATE: <u>10/1/2023?</u> # OF DAYS*: <u>30?</u>		*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE	
STREET NAME 2: _____		#RESIDENTIAL DRIVEWAY INSTALLATION: _____	
1ST INTERSECTING STREET NAME: _____		 <p>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.</p>	
2ND INTERSECTING STREET NAME: _____			
<input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>		H. INDEMNIFICATION AGREEMENT:	
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.	
START DATE: _____ END DATE: _____ # OF DAYS*: _____		PRINT NAME: <u>Craig Barker</u>	
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW		SIGNATURE: <u>Craig Barker</u>	
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM		DATE: <u>7/24/2023</u>	
STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/>			
REQUESTED CLOSURE HOURS: _____ AM - _____ PM			
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process			
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)			

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



Board of Public Works Staff Report

Project/Event: Lane, Bike Lane, and Sidewalk Closure on W Allen St

Staff Representative: Alex Gray

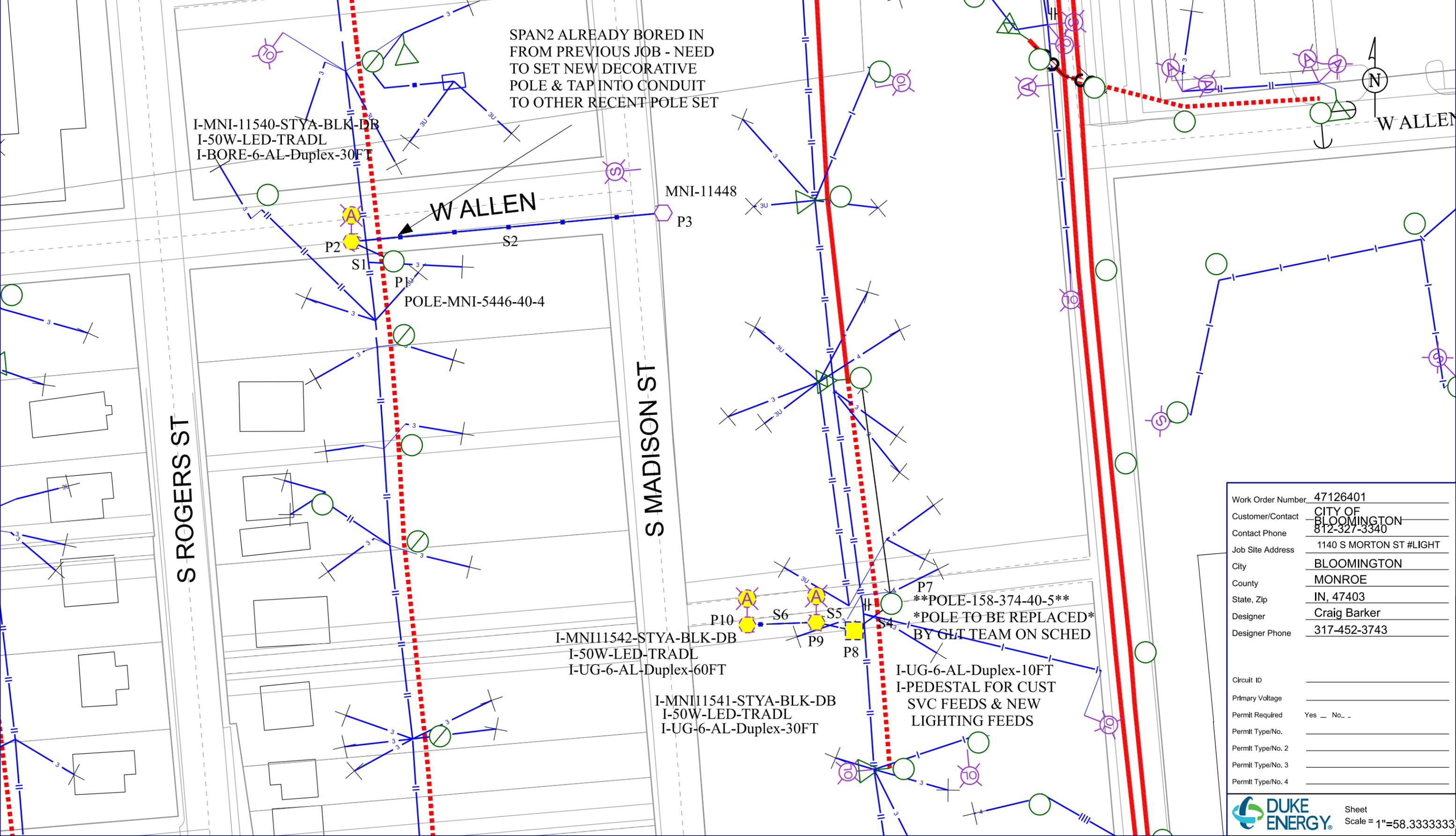
Petitioner/Representative: Duke Energy / 5 Star

Date: August 15th, 2023

Report: Duke Energy is requesting a lane, bike lane, and sidewalk closure on W Allen St near S Madison St. The closures are being requested to allow for street lighting replacement in the area. An agreement between Duke Energy and the City of Bloomington was approved at a prior Board meeting and this work is for that agreement. The work is expected to take place between 9/4/2023 and 9/15/2023 and is believed to be less than 15 days. Additional time was added to account for weather delays.



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



Work Order Number	47126401
Customer/Contact	CITY OF BLOOMINGTON
Contact Phone	812-327-3340
Job Site Address	1140 S MORTON ST #LIGHT
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47403
Designer	Craig Barker
Designer Phone	317-452-3743
Circuit ID	
Primary Voltage	
Permit Required	Yes _ No _
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

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

ROW EXCAVATION ROW USE

ADDRESS OF ROW ACTIVITY: W 13th st

A. APPLICANT/AGENT INFORMATION:		D. TRAFFIC CONTROL DEVICES*:	
APPLICANT NAME: <u>Craig Barker</u>		<input checked="" type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD	
E-MAIL: <u>craig.barker@duke-energy.com</u>		<input type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES	
COMPANY: <u>Duke Energy</u>		<input checked="" type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER	
ADDRESS: <u>2929 W 16th St</u>		*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED. See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet	
CITY, STATE, ZIP: <u>Bedford IN 47421</u>			
24-HR EMERGENCY CONTACT NAME: _____		E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input type="checkbox"/> N	
24-HR CONTACT PHONE #: _____		IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436	
INSURANCE #*: _____ COMPANY: _____		F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?	
BOND #*: _____ COMPANY: _____		PROJECT NAME: <u>W Allen & S Madison st lighting</u>	
*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED		PROJECT #: _____	
SUBCONTRACTOR INFORMATION		PROJECT MGR.: _____	
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)		PROJECT MGR. #: _____	
COMPANY NAME: <u>Duke Energy/5-Star Electric</u>		*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY	
B. WORK DESCRIPTION:		*IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY	
<input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE*		G. EXCAVATIONS:	
(EXPLAIN): <u>Utilities</u>		SQ FT OF PAVEMENT* EXCAVATIONS : _____	
*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND		*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS	
C. RIGHT OF WAY TO BE USED/CLOSED:		SQ FT OF NON-PAVEMENT* EXCAVATIONS: _____	
STREET NAME 1: <u>W Allen</u>		*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE	
1ST INTERSECTING STREET NAME: <u>S Madison</u>		LINEAL FT OF BORE*: _____	
2ND INTERSECTING STREET NAME: _____		*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS	
<input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>		# OF POLE INSTALLATIONS/REMOVAL: _____	
<input checked="" type="checkbox"/> SIDEWALK* <input checked="" type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		SQ FT OF SIDEWALK RECONSTRUCTION*: _____	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED	
START DATE: <u>9/4/2023?</u> END DATE: <u>9/15/2023?</u> # OF DAYS*: <u>15?</u>		SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____	
STREET NAME 2: _____		*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE	
1ST INTERSECTING STREET NAME: _____		#RESIDENTIAL DRIVEWAY INSTALLATION: _____	
2ND INTERSECTING STREET NAME: _____		 <p>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.</p>	
<input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>			
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		H. INDEMNIFICATION AGREEMENT:	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.	
START DATE: _____ END DATE: _____ # OF DAYS*: _____		I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.	
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW		PRINT NAME: <u>Craig Barker</u>	
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM		SIGNATURE: <u>Craig Barker</u>	
STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/>		DATE: <u>7/24/2023</u>	
REQUESTED CLOSURE HOURS: _____ AM - _____ PM			
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process			
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)			

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



Board of Public Works Staff Report

Project/Event: Atlantic Engineering Group (AEG)

Staff Representative: Alex Gray

Petitioner/Representative: Bret Simons

Date: August 15th, 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 August 18th through the end of project, which we're estimating to be 4 weeks per project area.

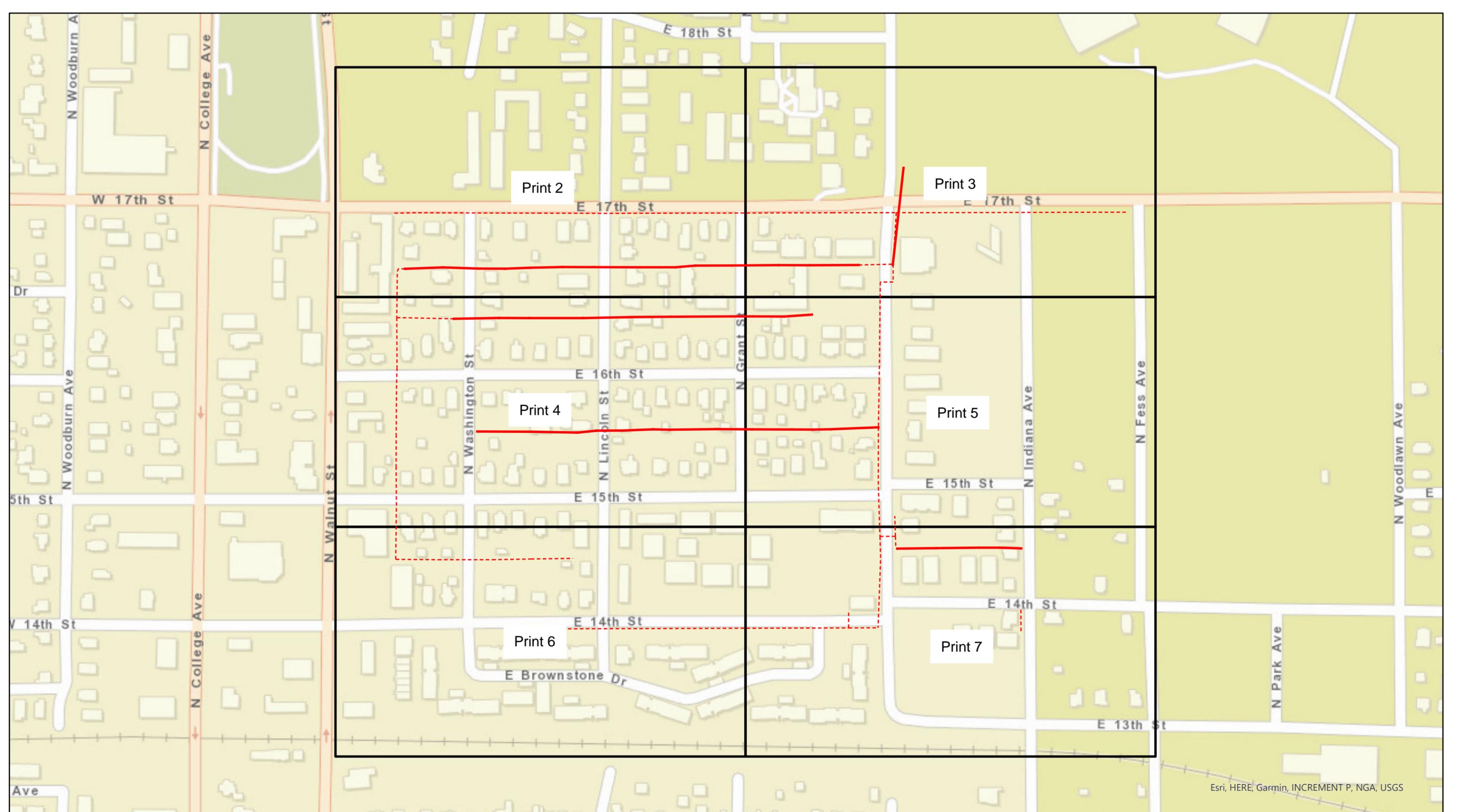
AEG has supplied various maintenance of traffic plans for all work. They are also placing door hangers for public notice to property owners about scope of their work and contact information for if there are any issues. (see packet for details).

AEG is requesting for 3 area projects to be granted through this BPW meeting. The following area includes...

N Lincoln St This runs from E 17th St south to E 14th St and includes work between N Walnut St and N Indiana Ave in alleyways, easements, and along N Washington St, N Grant St, and N Dunn St.

W Smith Ave This runs between S Rogers St and S Walker St with work along W 2nd St and in alleyways, easements, and on neighborhood streets off of W Smith Ave.

W Dixie St This runs from W Patterson Dr to W 1st St with work on S Fairview St, S Walker St, and in alleyways and easements in the neighborhood.



Esri, HERE, Garmin, INCREMENT P, NGA, USGS



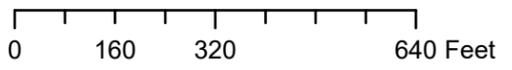
Legend BLN01a-F14_N Lincoln St

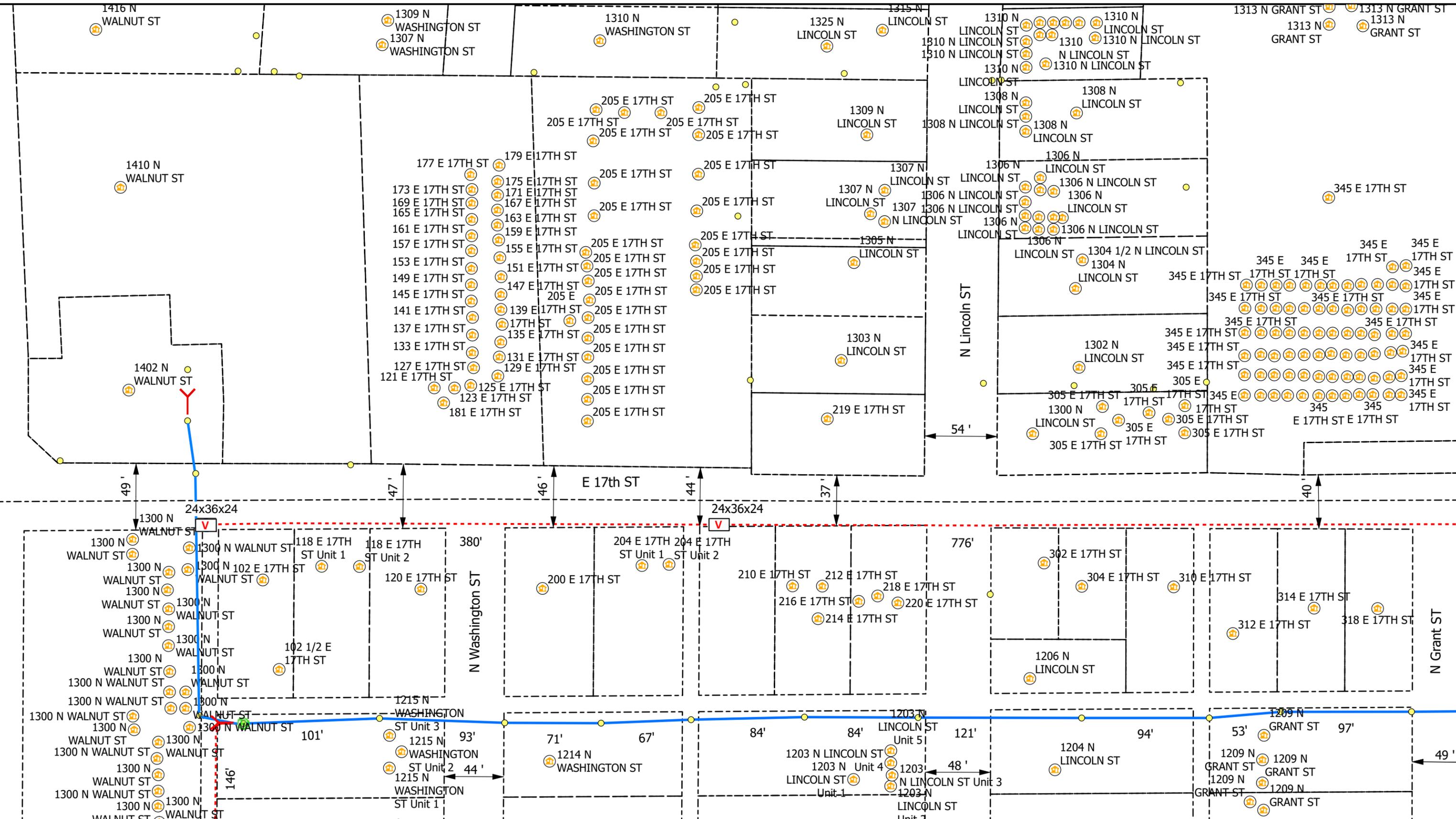
- Overhead Strand
- - - Conduit
- Grids



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





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

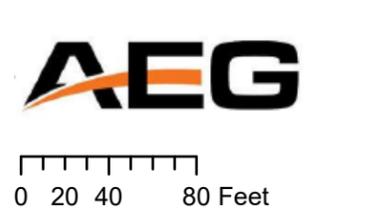
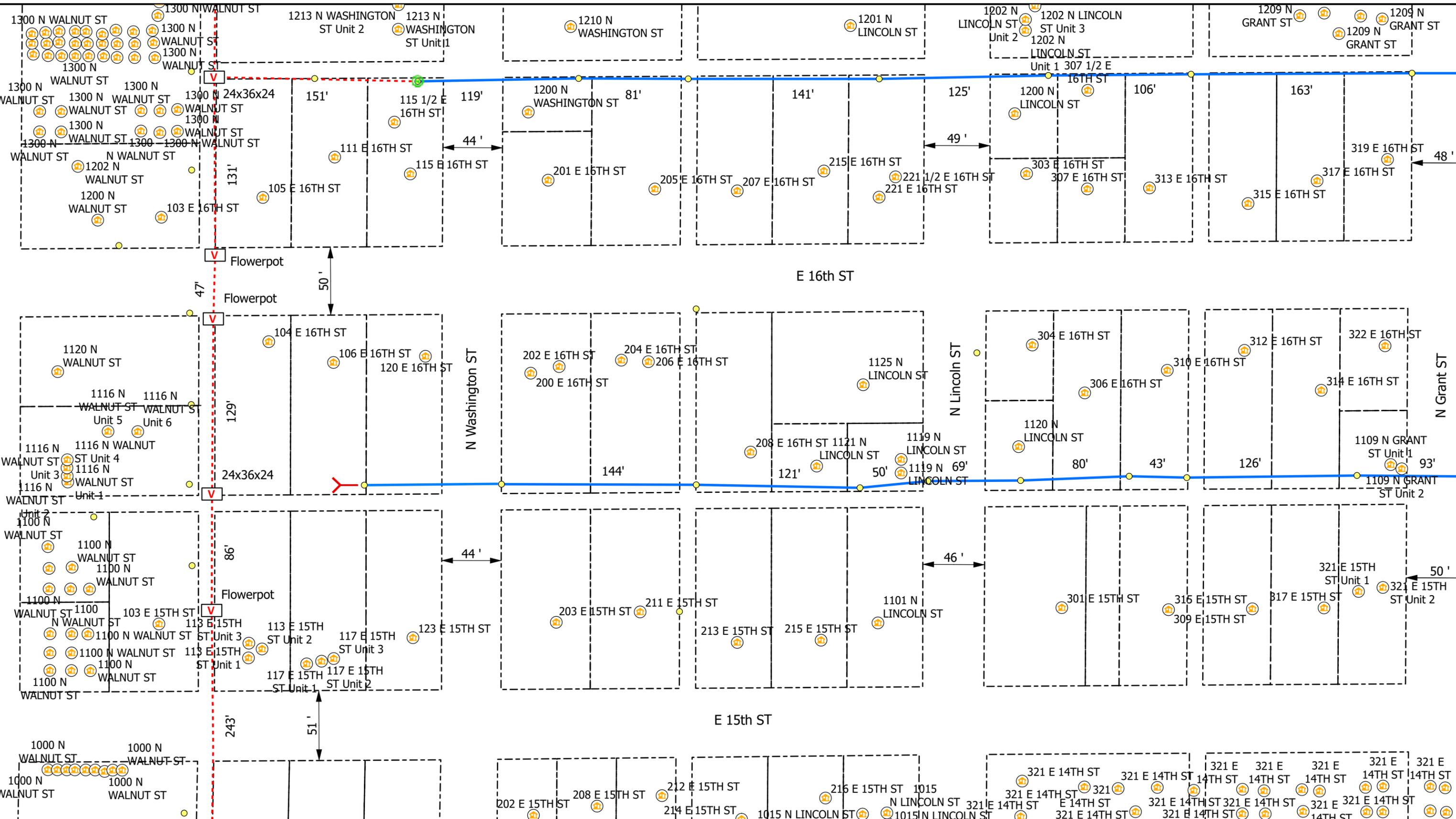
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION

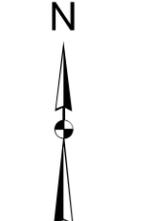




Legend

- Poles
- Risers
- Sidewalk
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- Grids

All Flowerpots 12" DIA

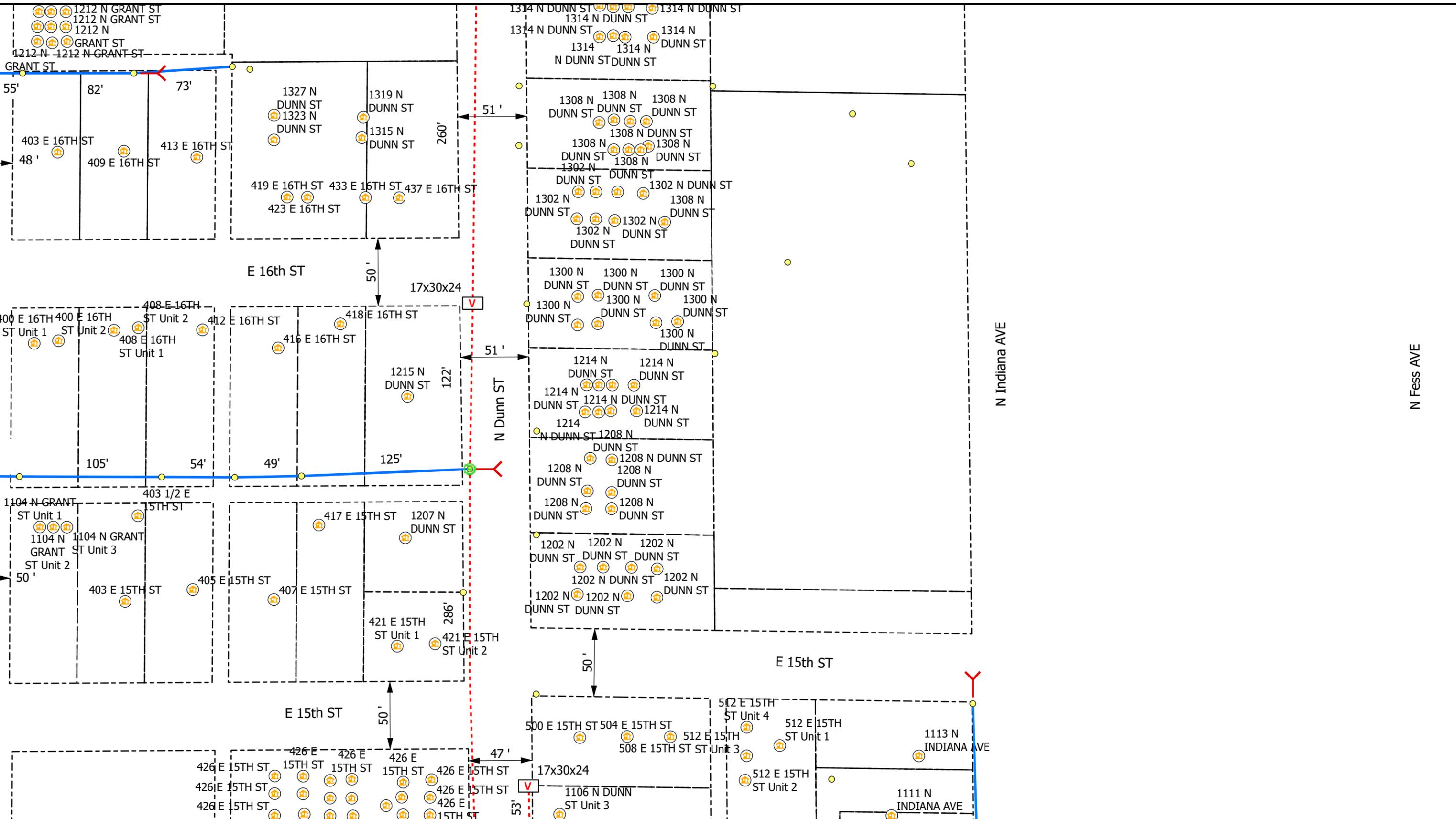


City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



Print 4 of 7



0 20 40 80 Feet

Legend

- Poles
- Risers
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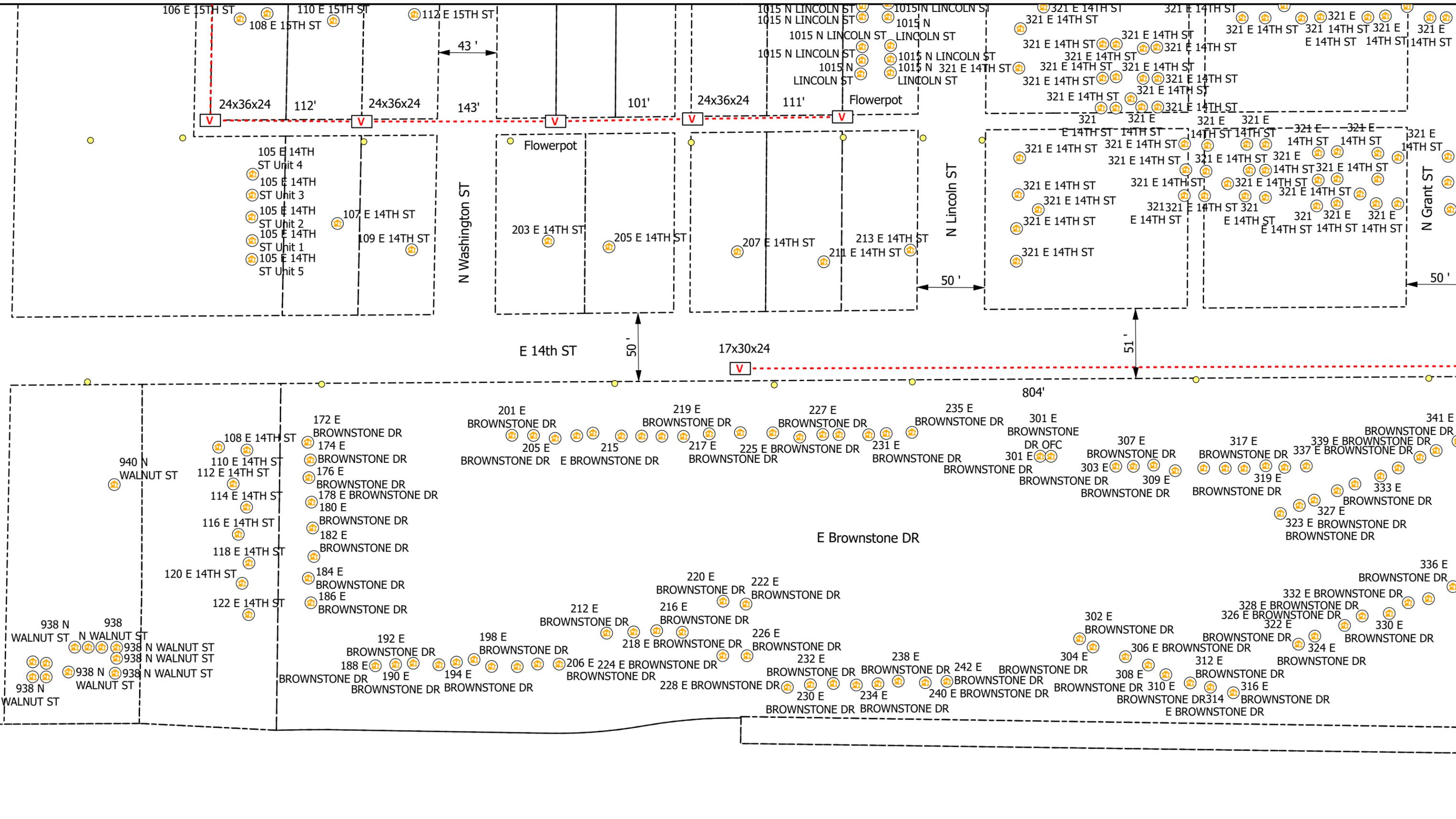
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





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- Poles
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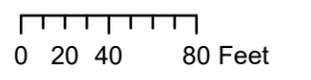
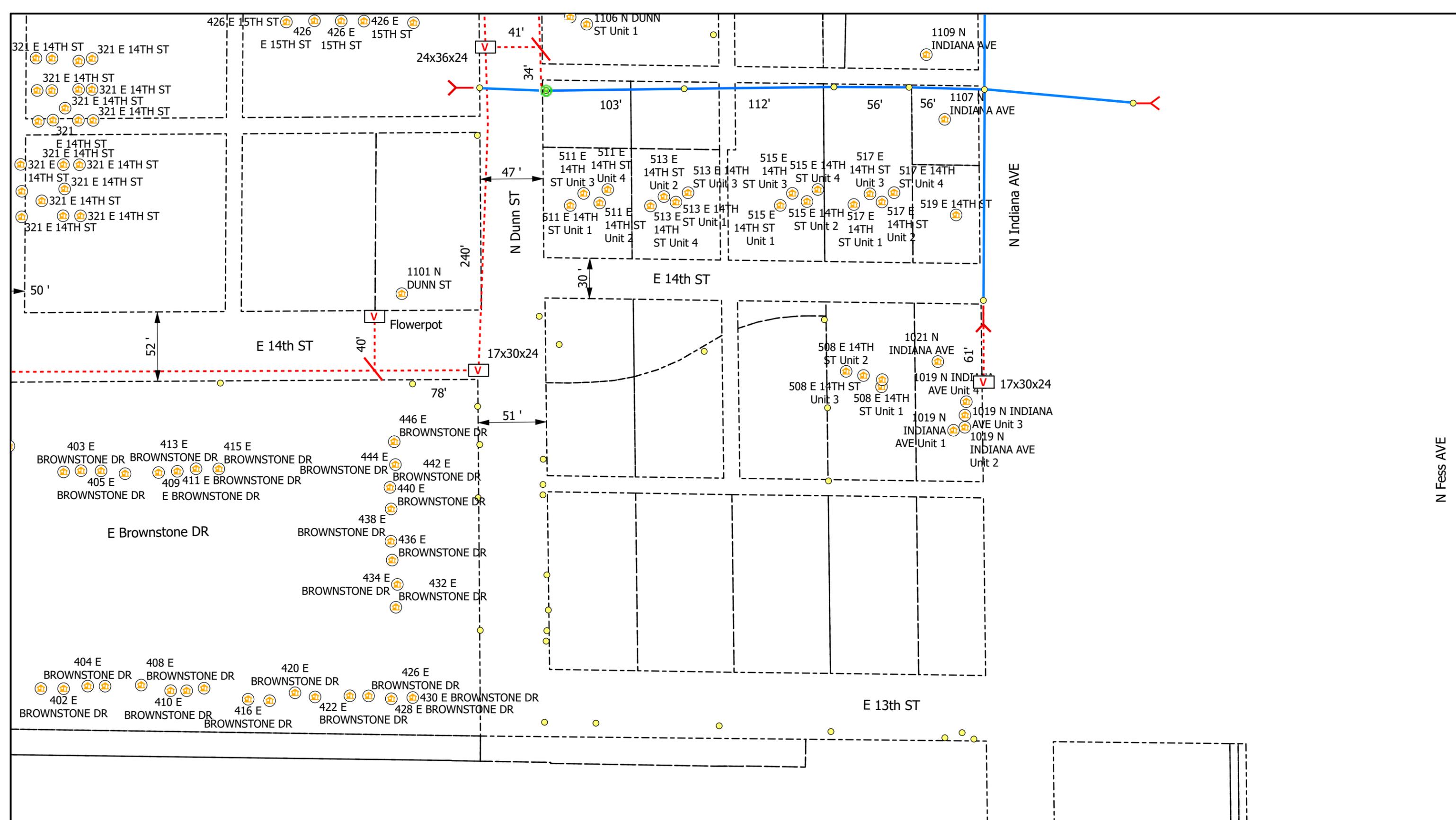
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

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All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



Carlton® PV-Mold® Nonmetallic Pole Riser System

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

Features:

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

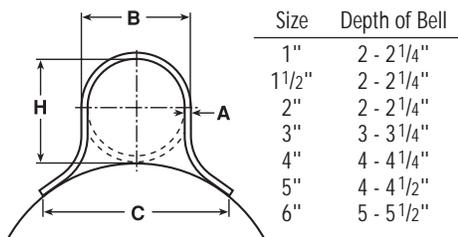


Steel U-Guard requires grounding strapping and does not have belled ends.



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

Flanged Overall Length 10 Feet, Including Bell

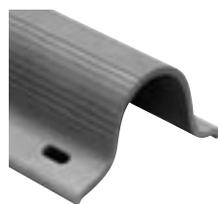


Slots are 1/2" from side to side, and allow for expansion and contraction.

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

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

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



Standard Duty

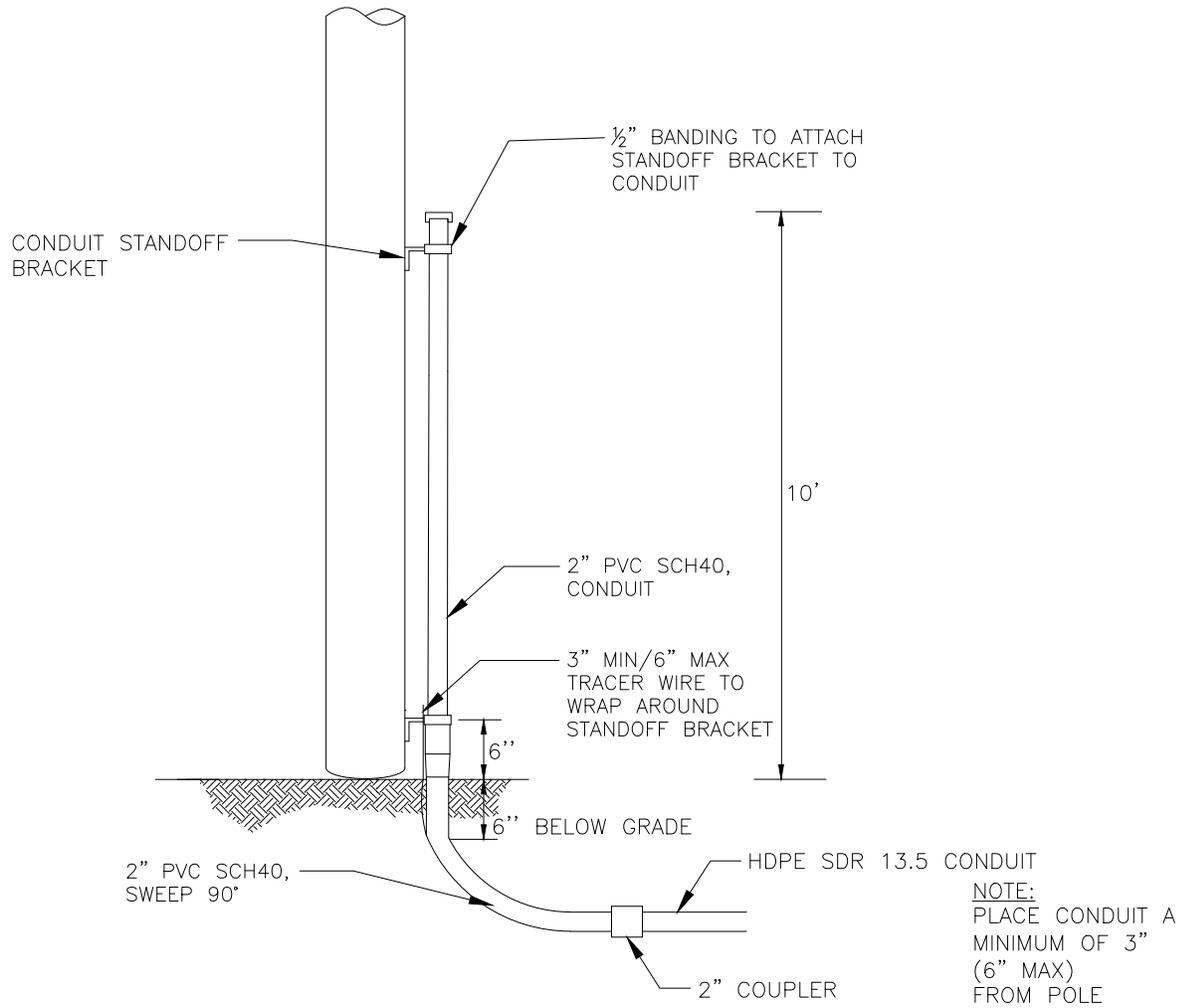
Part No.	Size	Std. Ctn. Qty.	Std. Ctn. Wt. (lbs.)	Dimensions				Actual Impact @ 0°C 20 Pound Top
				A	B	C	H	
59208N	1"	294	1059	0.100"	1 5/8"	2 3/8"	1 5/8"	40 Ft.-Lbs.
59211N	2"	136	726	0.100"	2 3/8"	4 1/2"	2 3/8"	100 Ft.-Lbs.
59211X (5' length)	2"	136	363	0.100"	2 3/8"	4 1/2"	2 3/8"	100 Ft.-Lbs.
59213N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

Heavy Duty Schedule 40

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

Extra Heavy Duty Schedule 80

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



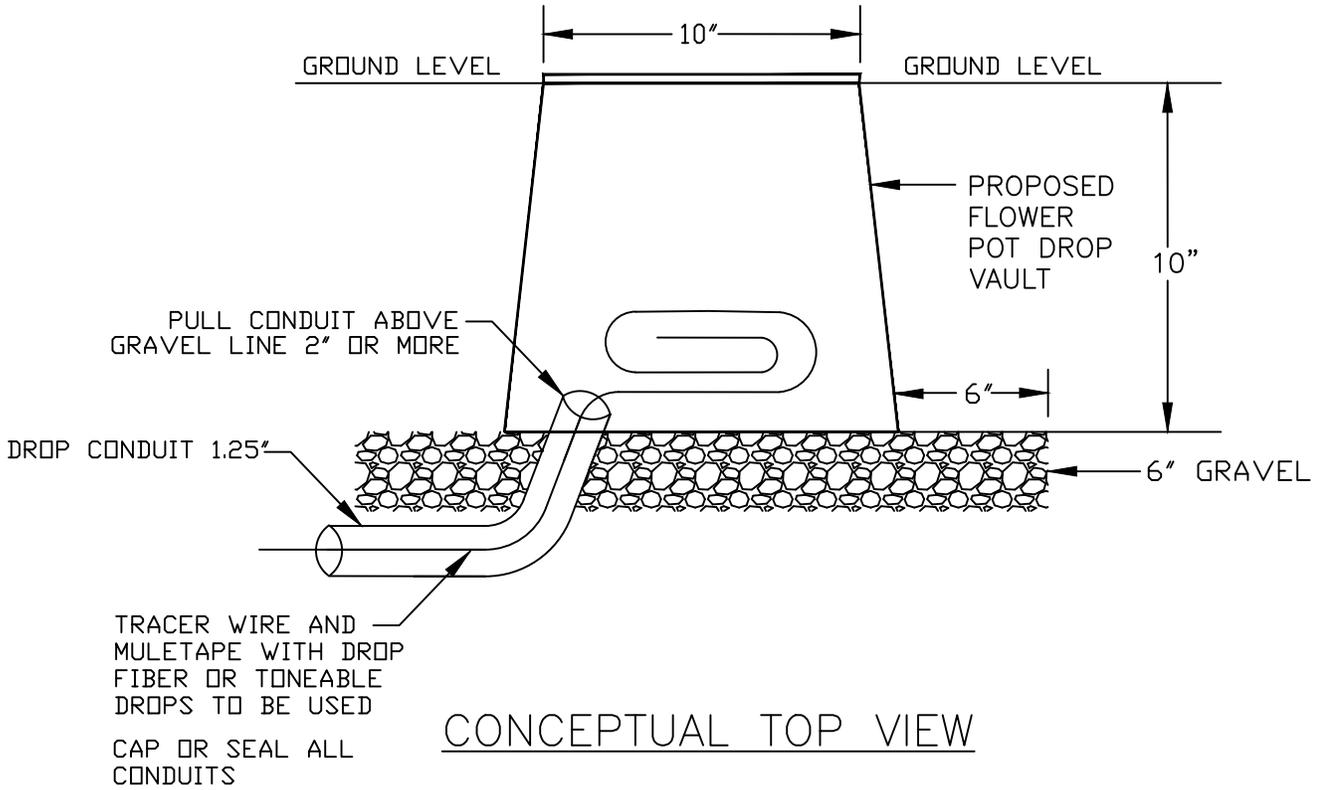
DESCRIPTION	QTY	MANUFACTURER (PREFERRED)	PART #
SCREW, LAG, 1/2" x 4-1/2"	10		
HDPE SDR 13.5 CONDUIT, VARIOUS SIZES	N/A		
2" PVC SCH40, RISER PIPE	1		
#12 TRACER WIRE	N/A		
2" PVC SCH40, SWEEP, 90 DEG	1		
CONDUIT STANDOFF BRACKET	VARIES		
CONDUIT STRAP KIT	VARIES		
2" COUPLER	1		



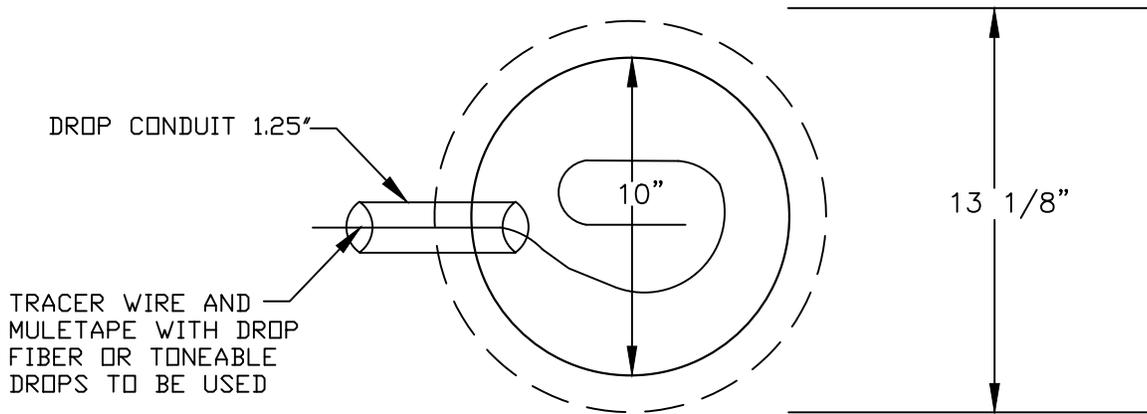
TYPICAL RISER
CONDUIT
WOOD POLE

(R2-W)

CONCEPTUAL SIDE VIEW



CONCEPTUAL TOP VIEW

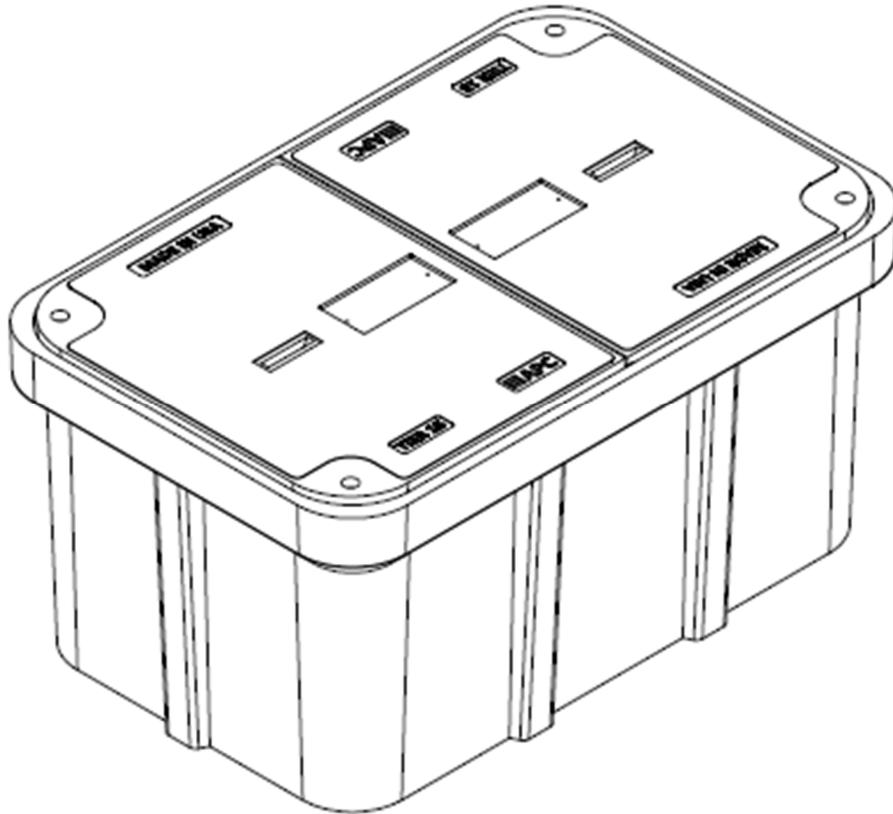


FLOWER POT

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



AMERICAN POLYMER COMPANY



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

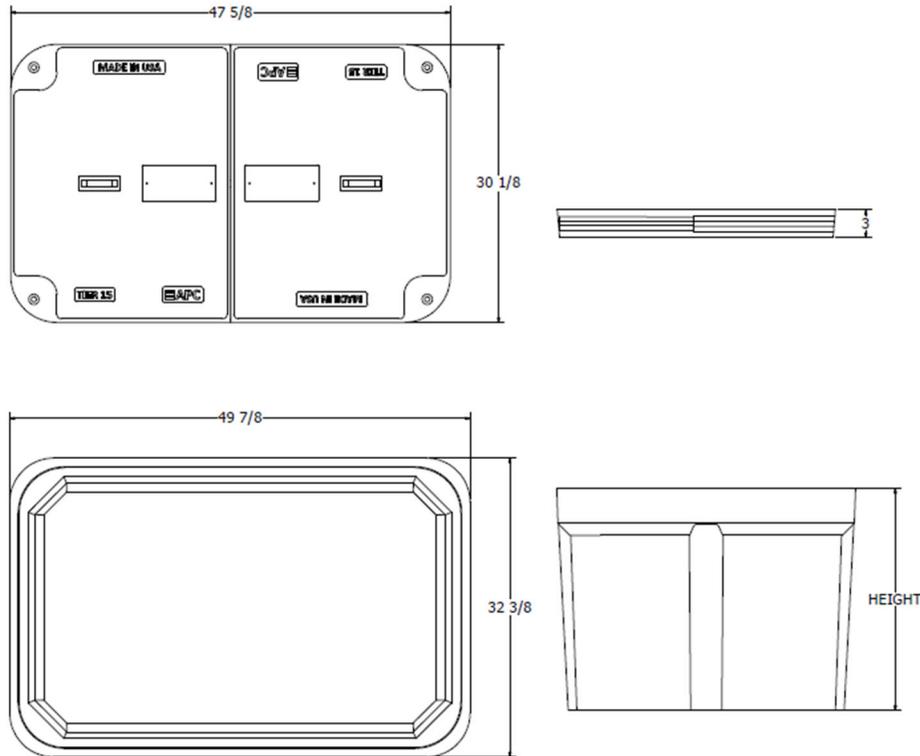


30"x48" PC UNIT, 2PC TIER 15/22

18", 24", and 36" HEIGHT



AMERICAN POLYMER COMPANY



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

Bolt options

Hex Head



Machine Thread



Penta Head



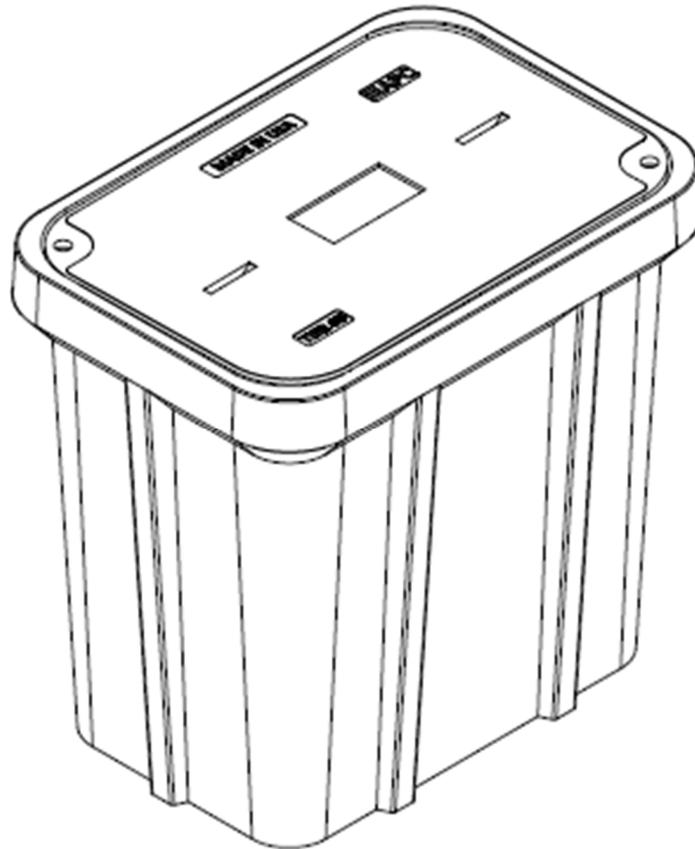
Auger Thread



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



AMERICAN POLYMER COMPANY



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

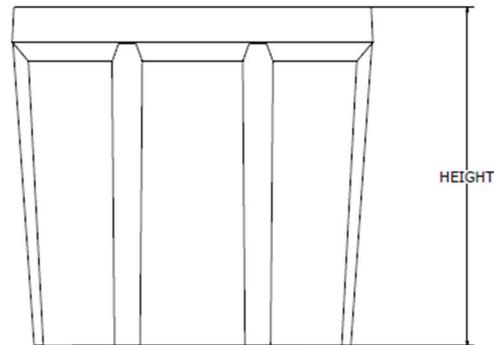
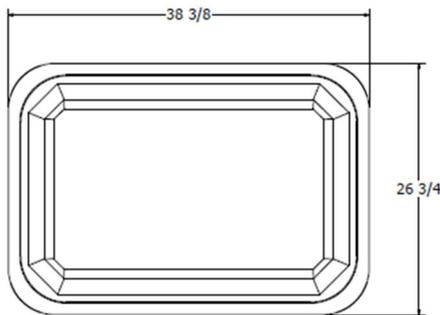
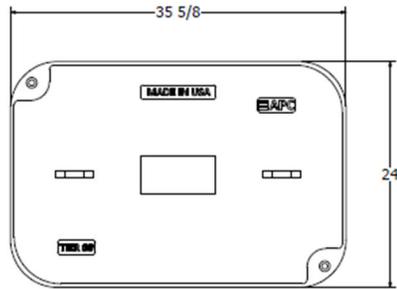


24"x36" PC UNIT, TIER 15/22

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



AMERICAN POLYMER COMPANY



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

Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread

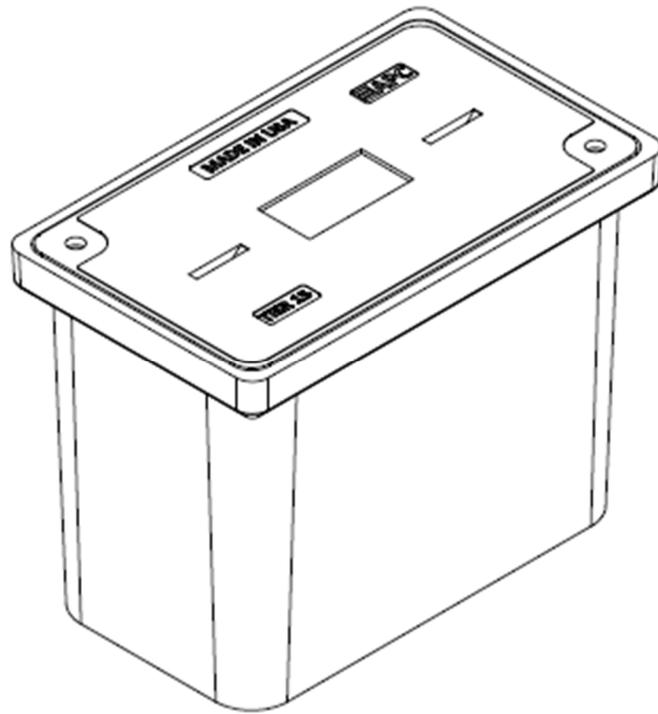


17"x30" PC UNIT, TIER 15/22

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



AMERICAN POLYMER COMPANY



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

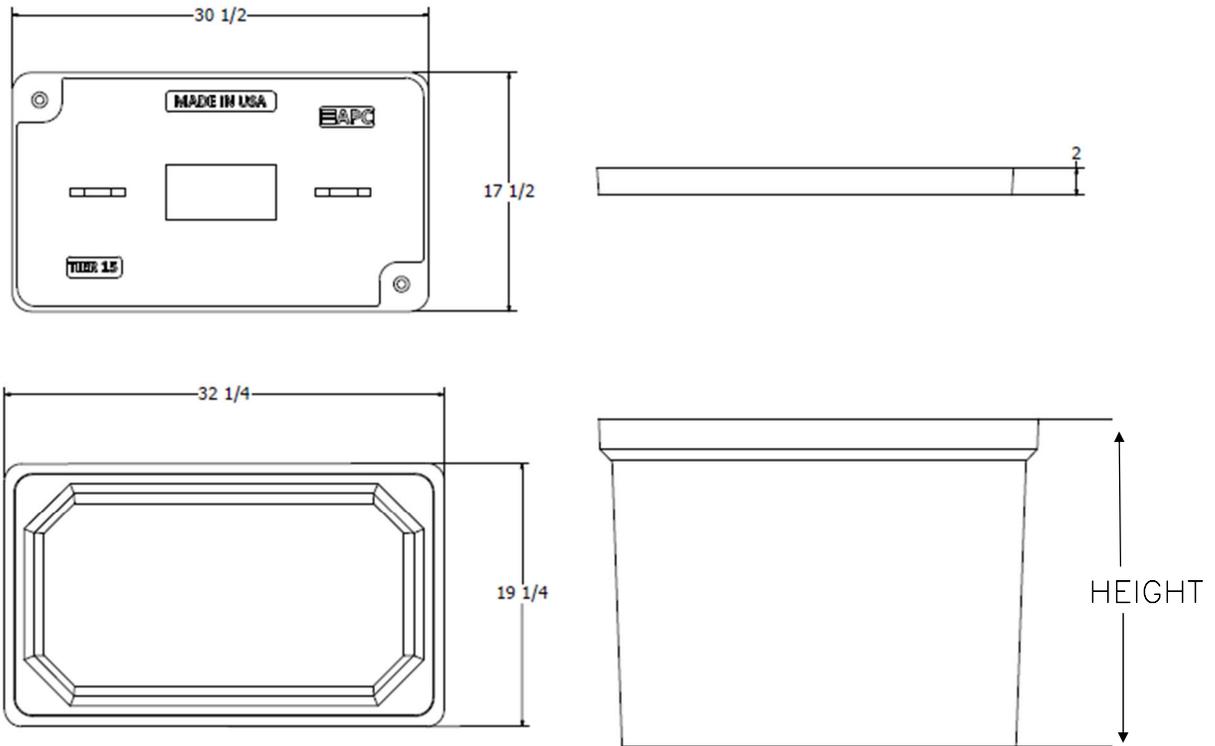


17"x30" PC UNIT, TIER 15/22

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



AMERICAN POLYMER COMPANY



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

Bolt options



Machine Thread



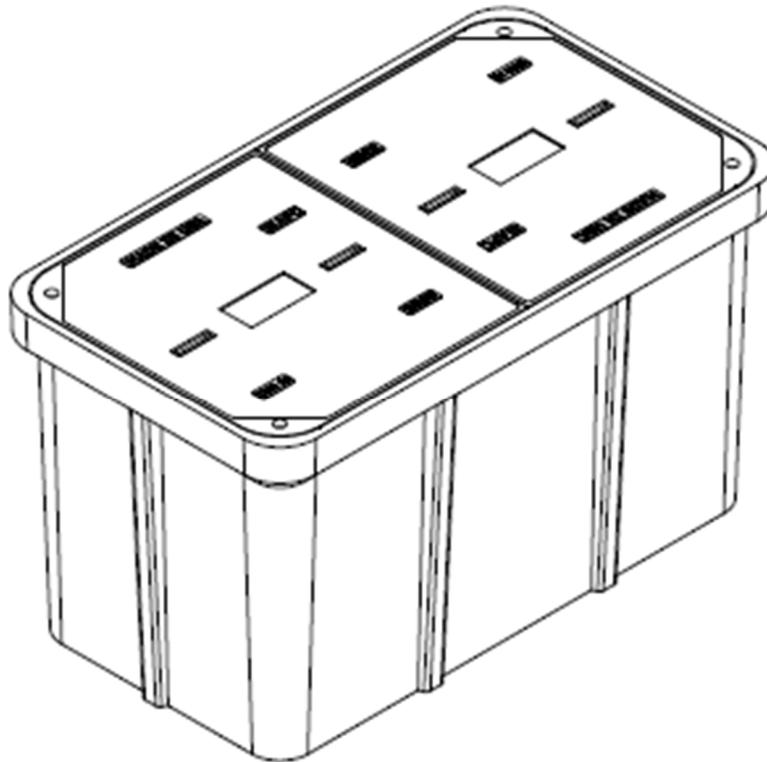
Auger Thread



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



AMERICAN POLYMER COMPANY



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

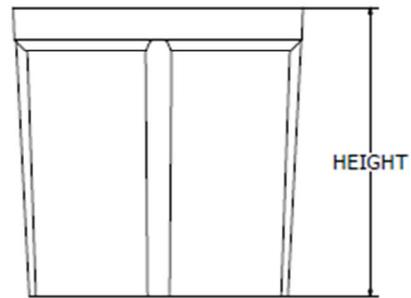
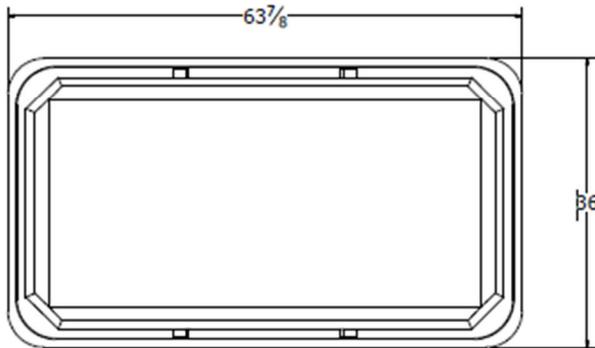
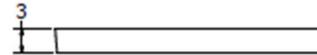
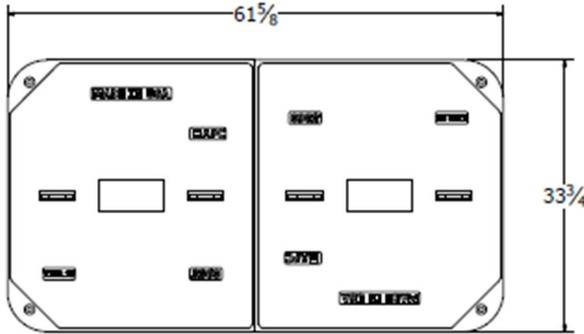


33"x60" PC UNIT, 2PC TIER 15/22

36" HEIGHT



AMERICAN POLYMER COMPANY



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

Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread



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

APPROVED/ACCEPTED BY:
ENGINEER, OWNER, or PRIME CONTRACTOR
 Check for Notice to Proceed.
BLN01a-F14_N Lincoln St TCP1

Signature: _____

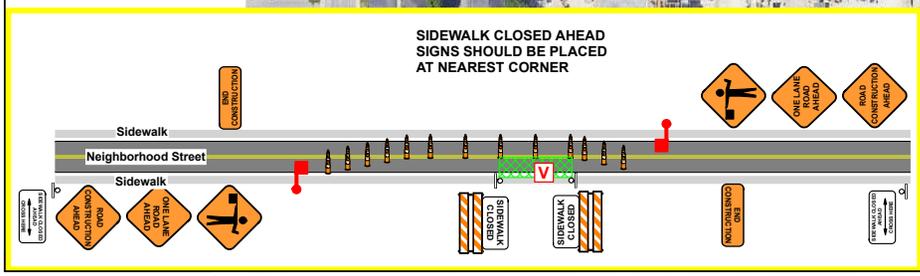
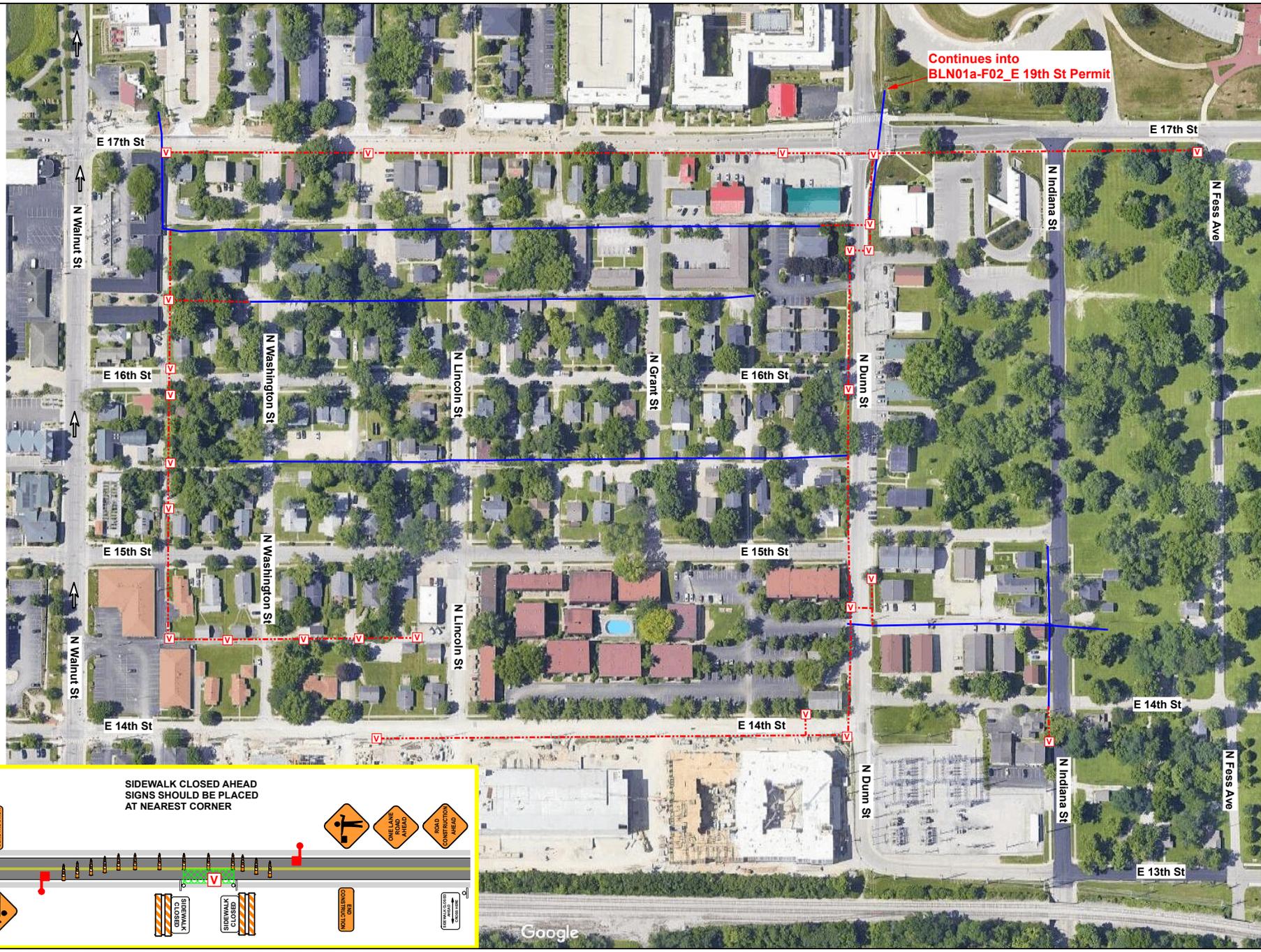
Company: _____



Date: 7/25/2023 Project: BLN01a-F14 N Lincoln St TCP1 :
Traffic Control Suggestion For: ATLANTIC ENGINEERING (AEG) :
By: Road Runner Safety Services, Inc. : Nathan

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

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





CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

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

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

ROW EXCAVATION ROW USE

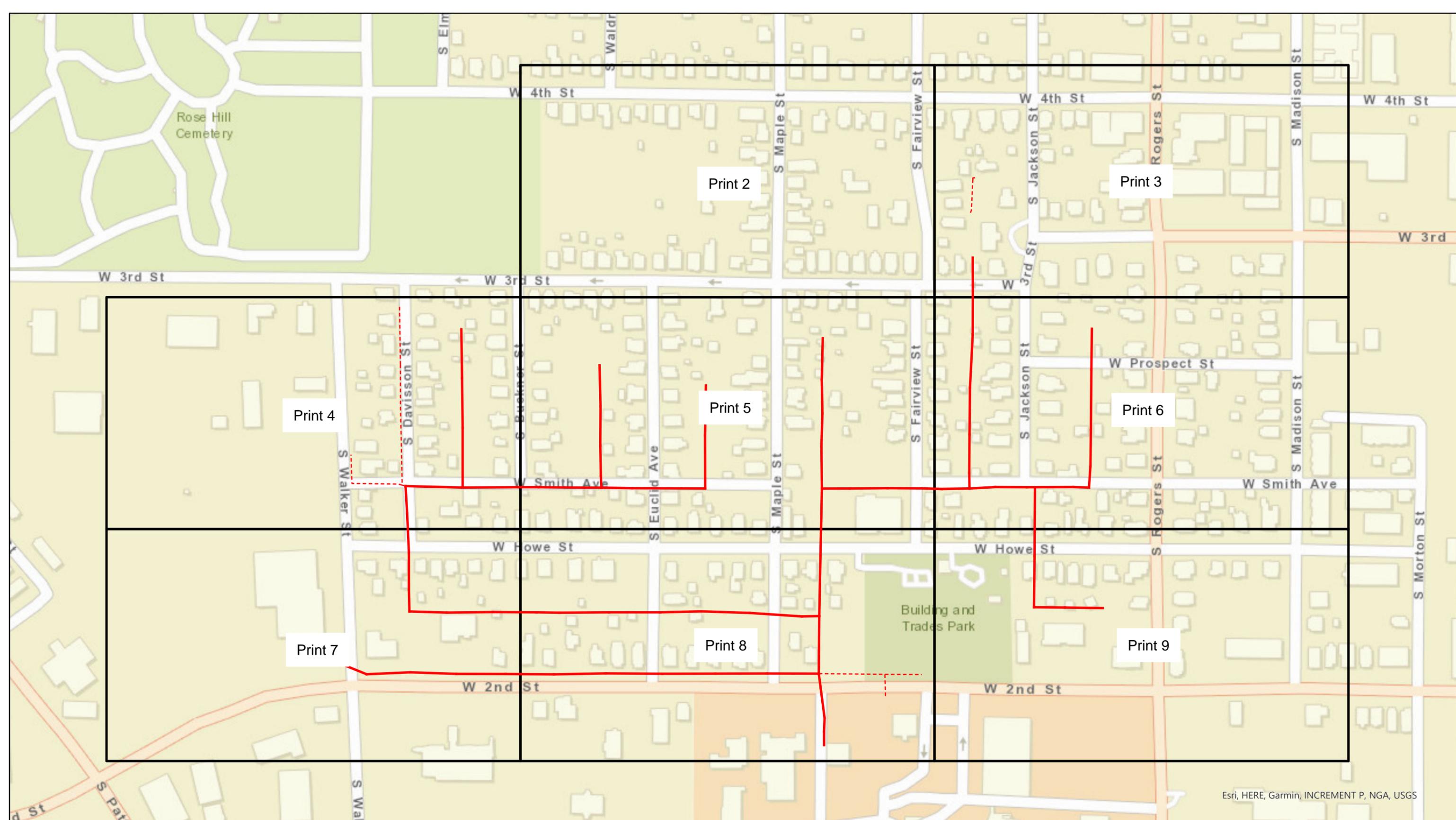
ADDRESS OF ROW ACTIVITY: _____

A. APPLICANT/AGENT INFORMATION: APPLICANT NAME: _____ E-MAIL: _____ COMPANY: _____ ADDRESS: _____ CITY, STATE, ZIP: _____ 24-HR EMERGENCY CONTACT NAME: _____ 24-HR CONTACT PHONE #: _____ INSURANCE #*: TB5-691-473497-082 COMPANY: ACORD BOND#*: _____ COMPANY: _____ <small>* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small>	D. TRAFFIC CONTROL DEVICES*: <input type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD <input type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES <input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER <small>*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet</small>
SUBCONTRACTOR INFORMATION (LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: _____	E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input type="checkbox"/> N <small>IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436</small>
B. WORK DESCRIPTION: <input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): _____ <small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small>	F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT? PROJECT NAME: _____ PROJECT #: _____ PROJECT MGR.: _____ PROJECT MGR. #: _____ <small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY</small>
C. RIGHT OF WAY TO BE USED/CLOSED: STREET NAME 1: _____ 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N <small>**NON-METERED</small> START DATE: _____ END DATE: _____ # OF DAYS*: _____ STREET NAME 2: _____ 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N <small>**NON-METERED</small> START DATE: _____ END DATE: _____ # OF DAYS*: _____ <small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small>	G. EXCAVATIONS: SQ FT OF PAVEMENT* EXCAVATIONS : _____ <small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small> SQ FT OF NON-PAVEMENT* EXCAVATIONS: _____ <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: _____ <small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small> # OF POLE INSTALLATIONS/REMOVAL: _____ SQ FT OF SIDEWALK RECONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small> SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small> #RESIDENTIAL DRIVEWAY INSTALLATION: _____
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/> REQUESTED CLOSURE HOURS: _____ AM - _____ PM <small>*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)</small>	 <small>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.</small>
H. INDEMNIFICATION AGREEMENT: <small>The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.</small> I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE. PRINT NAME: _____ SIGNATURE: <u>Bret Simans</u> DATE: _____	

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____

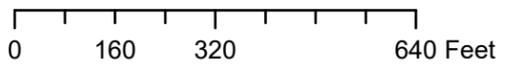


Esri, HERE, Garmin, INCREMENT P, NGA, USGS



Legend BLN01b-F07_W Smith Ave

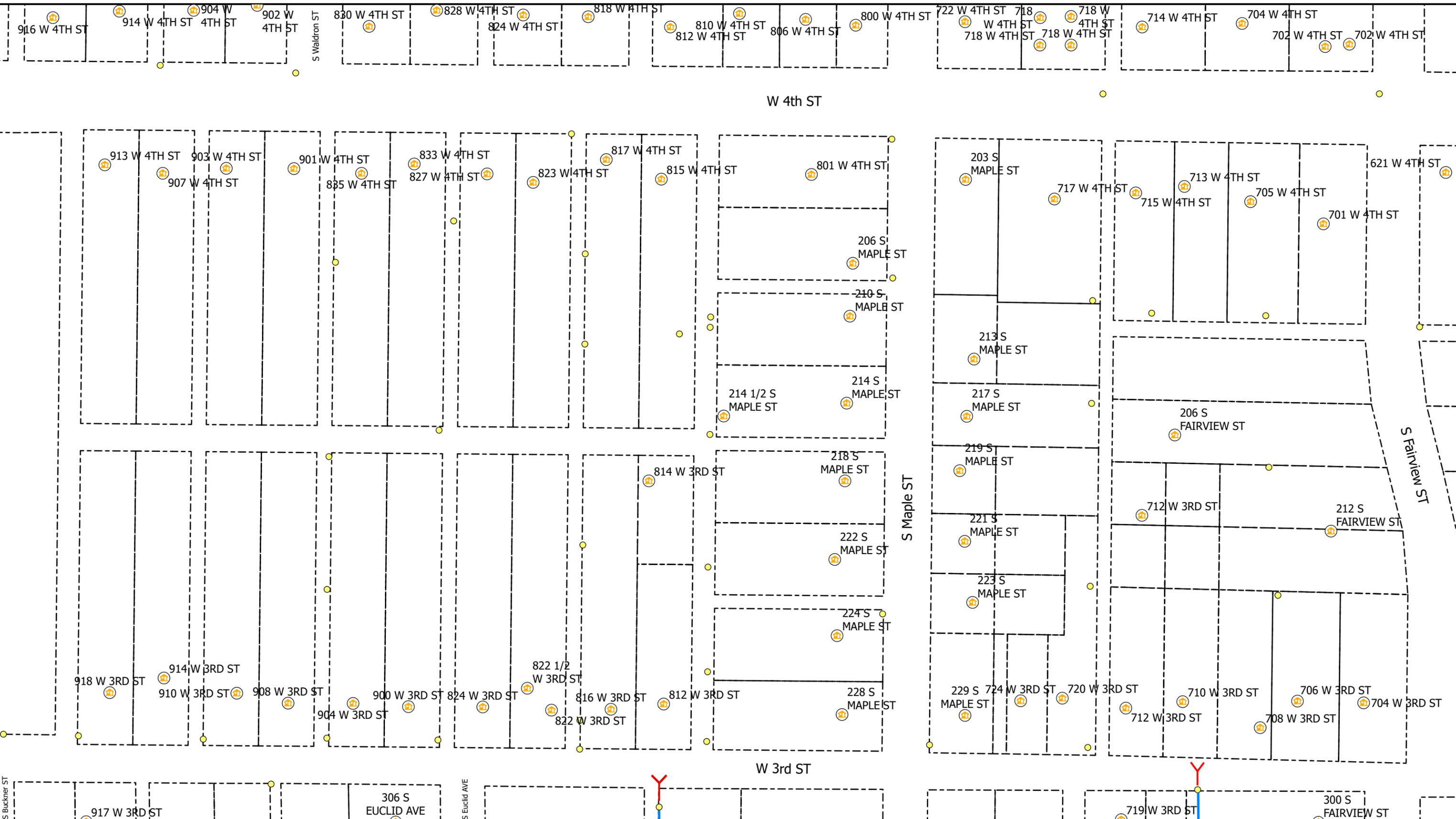
- Overhead Strand
- - - Conduit
- Grids



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



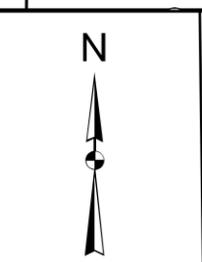


0 20 40 80 Feet

Legend

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

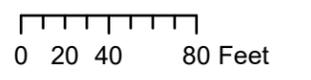
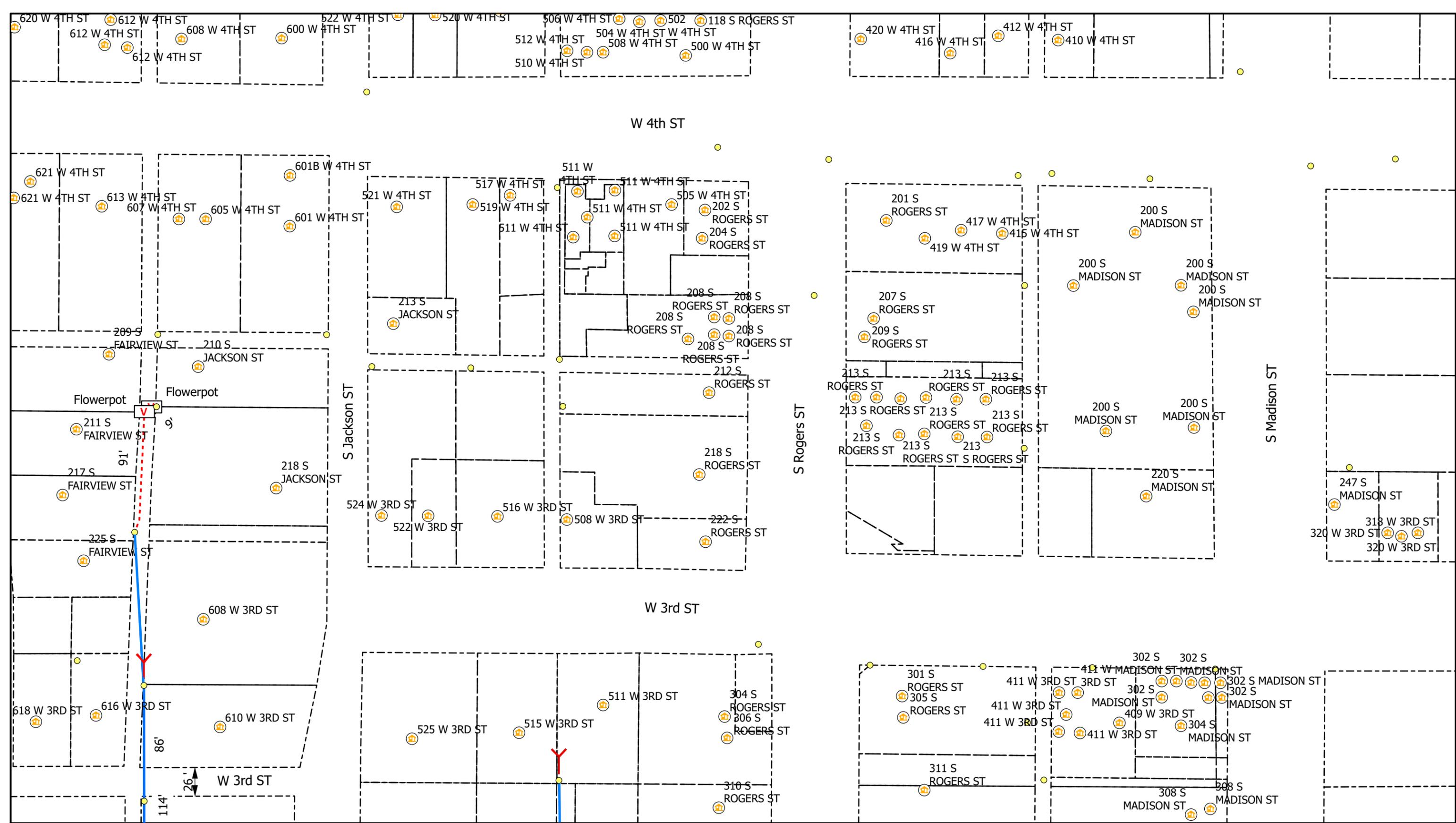
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION

Print 2 of 9



Legend

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

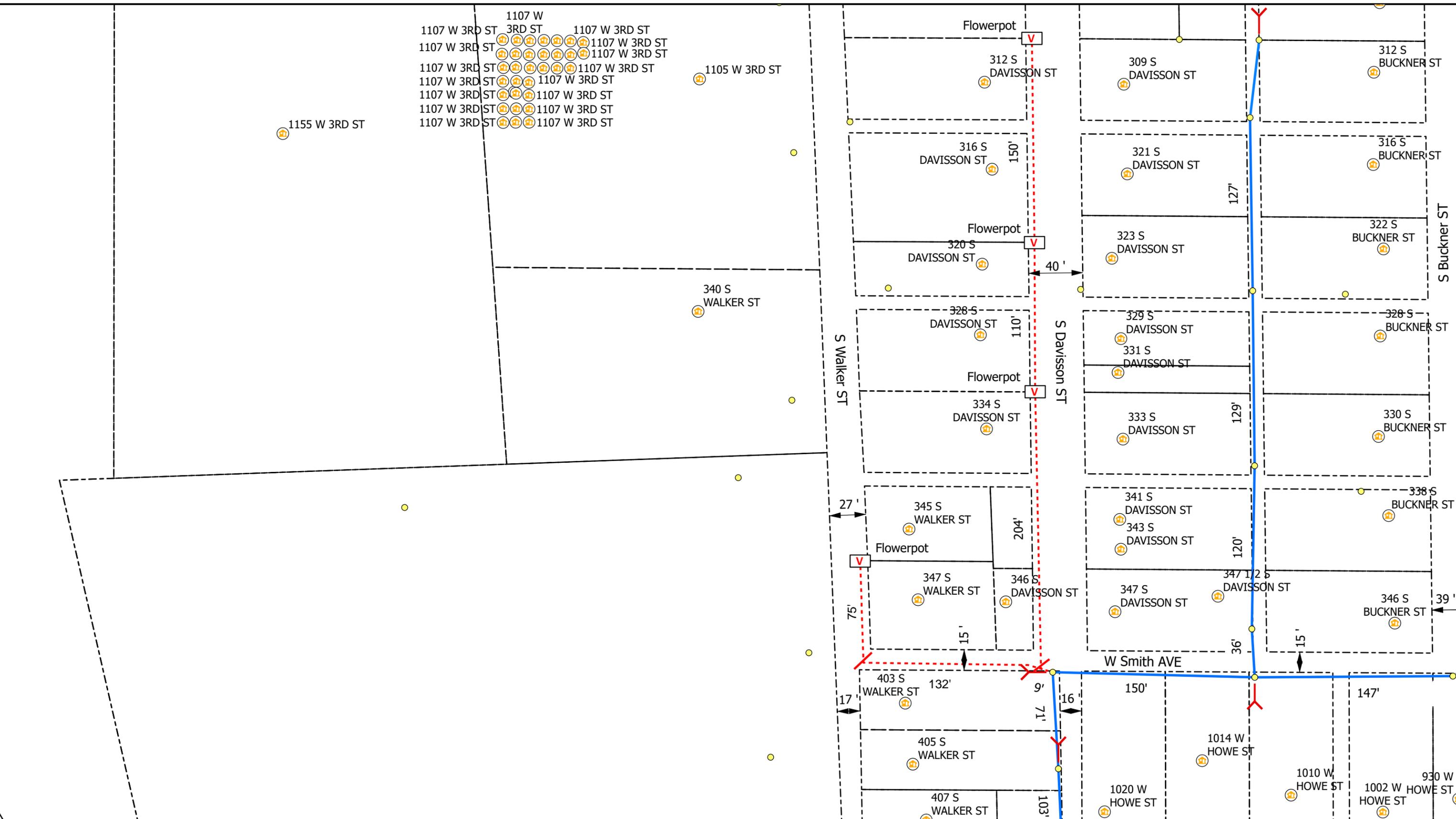
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION

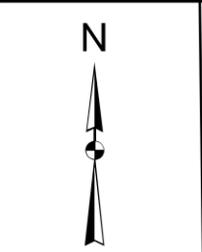




Legend

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

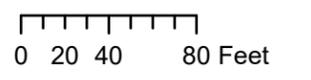
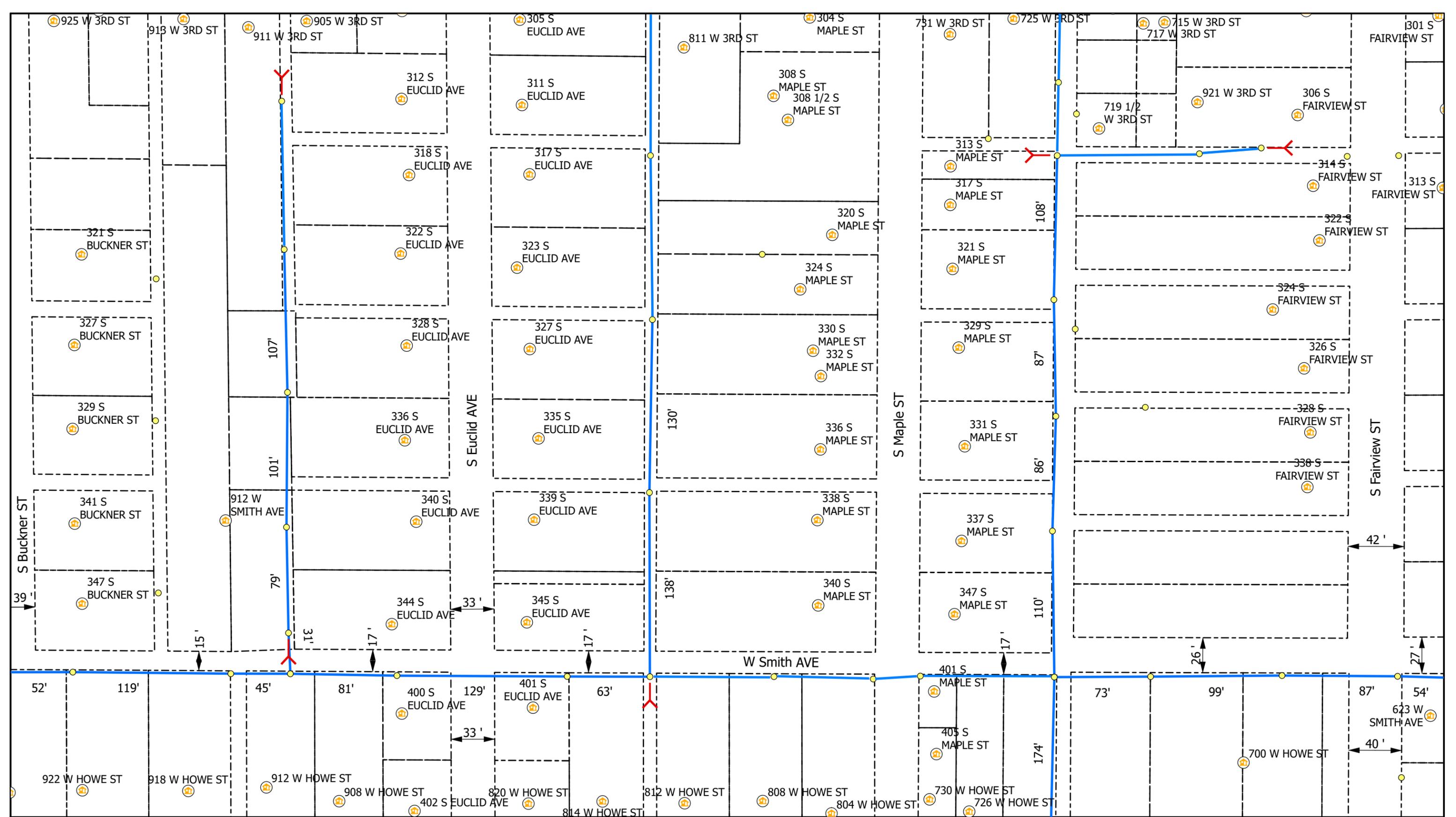
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION

Print 4 of 9



Legend

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

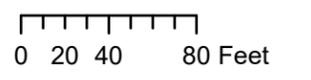
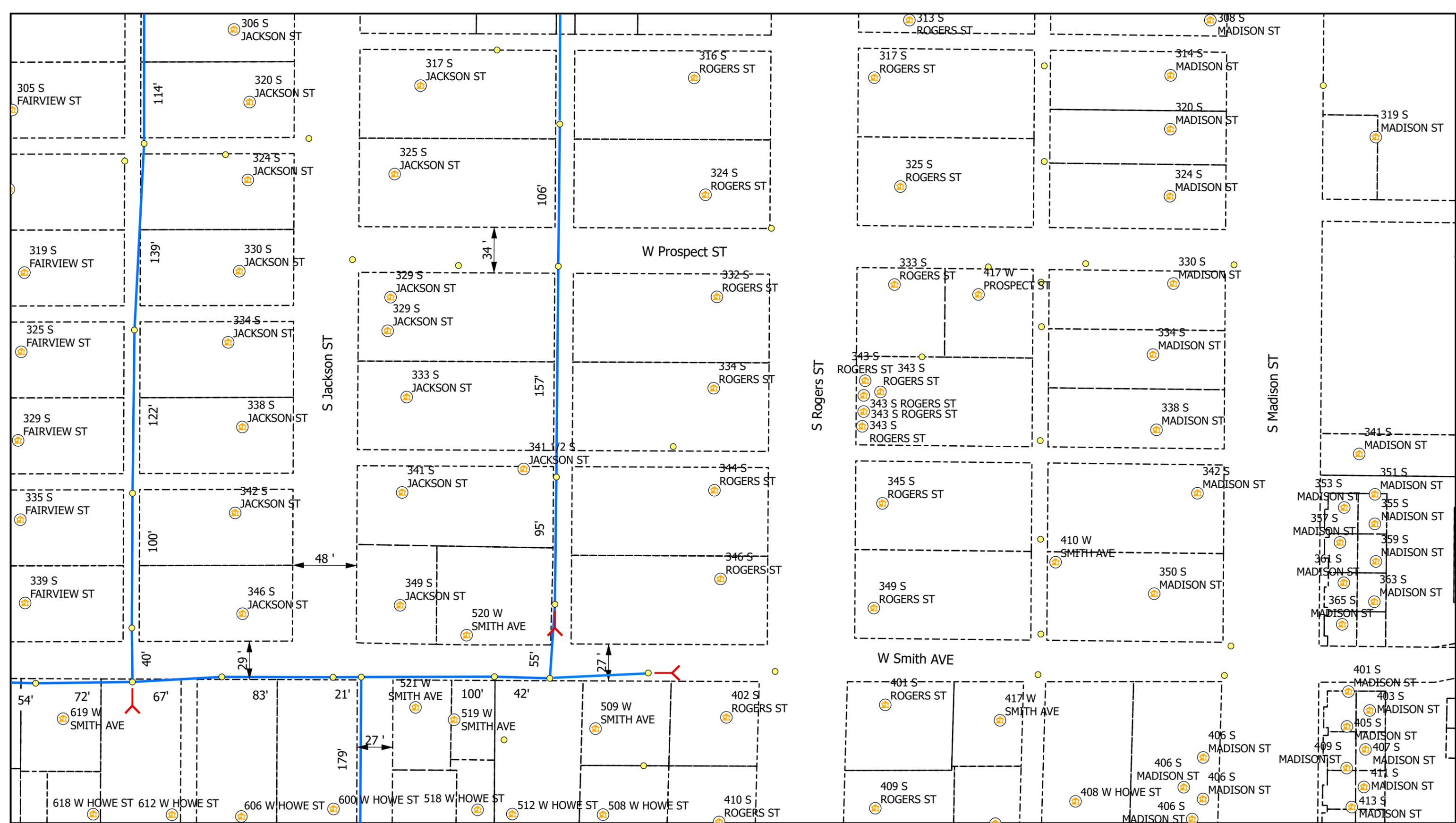
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

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

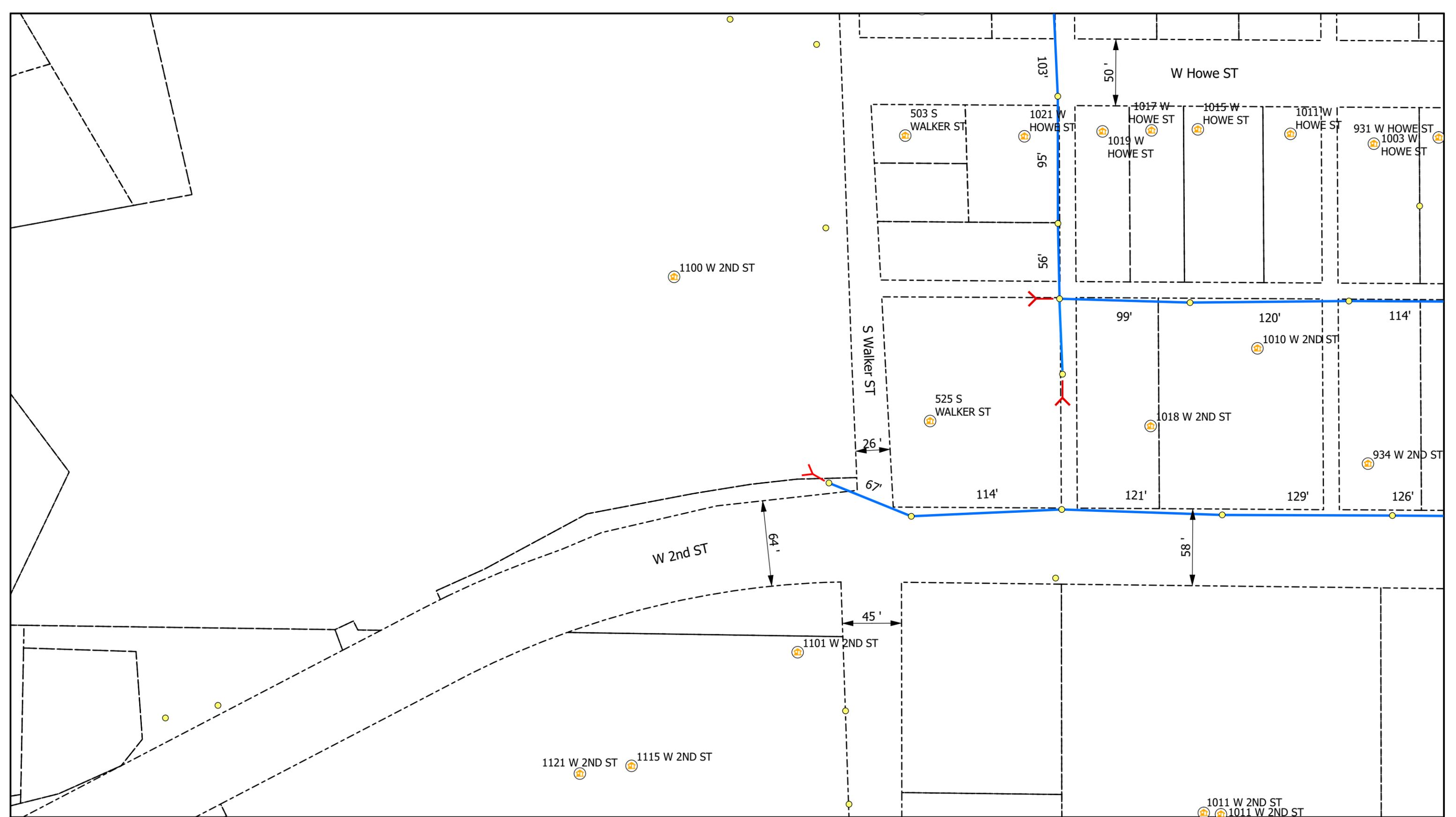
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





0 20 40 80 Feet

Legend

- Poles
- V Vaults
- Overhead Strand
- - - Conduit
- R Risers
- 🏠 Address
- Y Anchor
- ↖ Sidewalk
- Bloomington_Parcels
- Grids

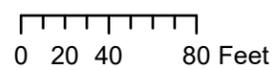
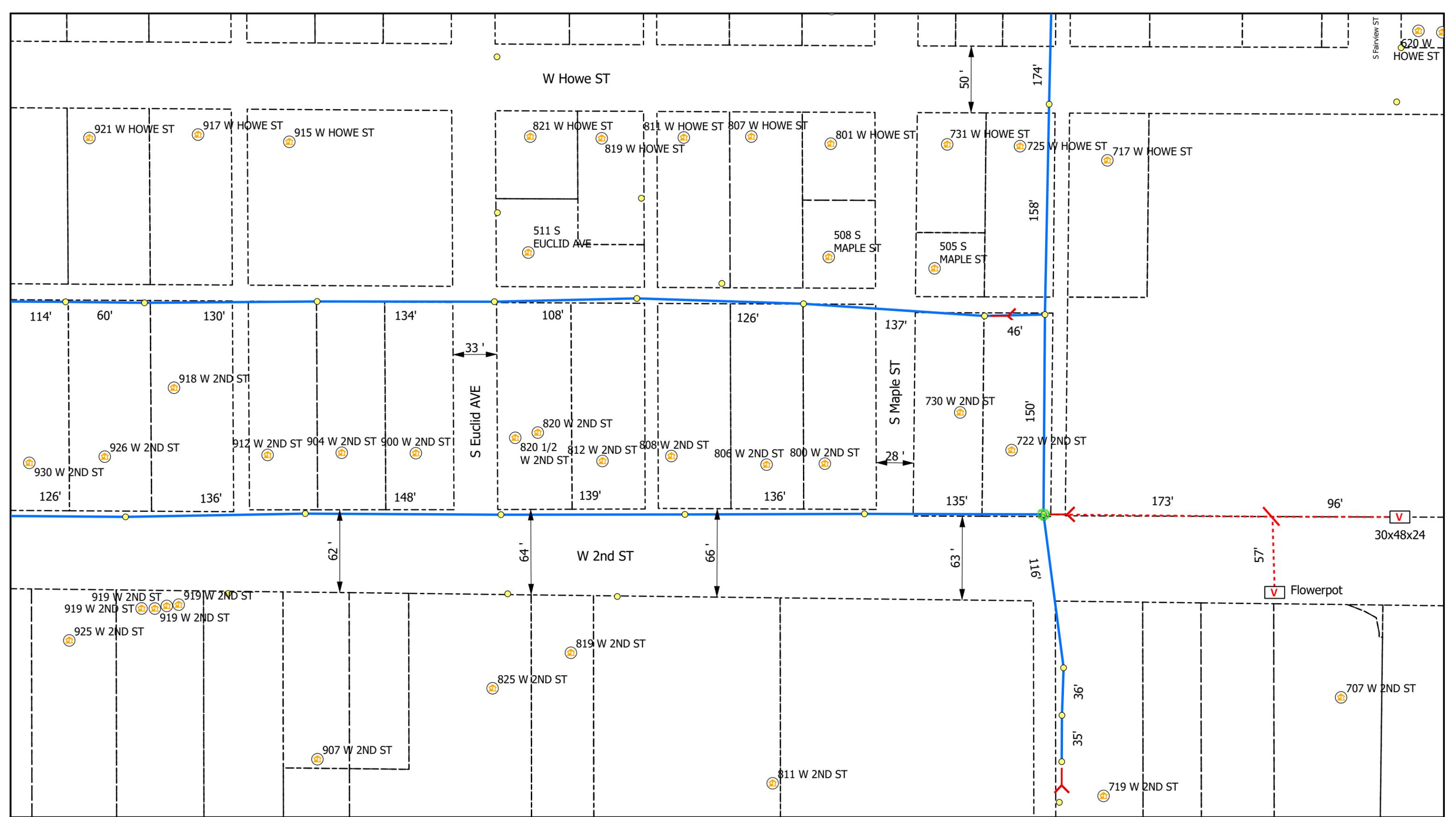
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

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

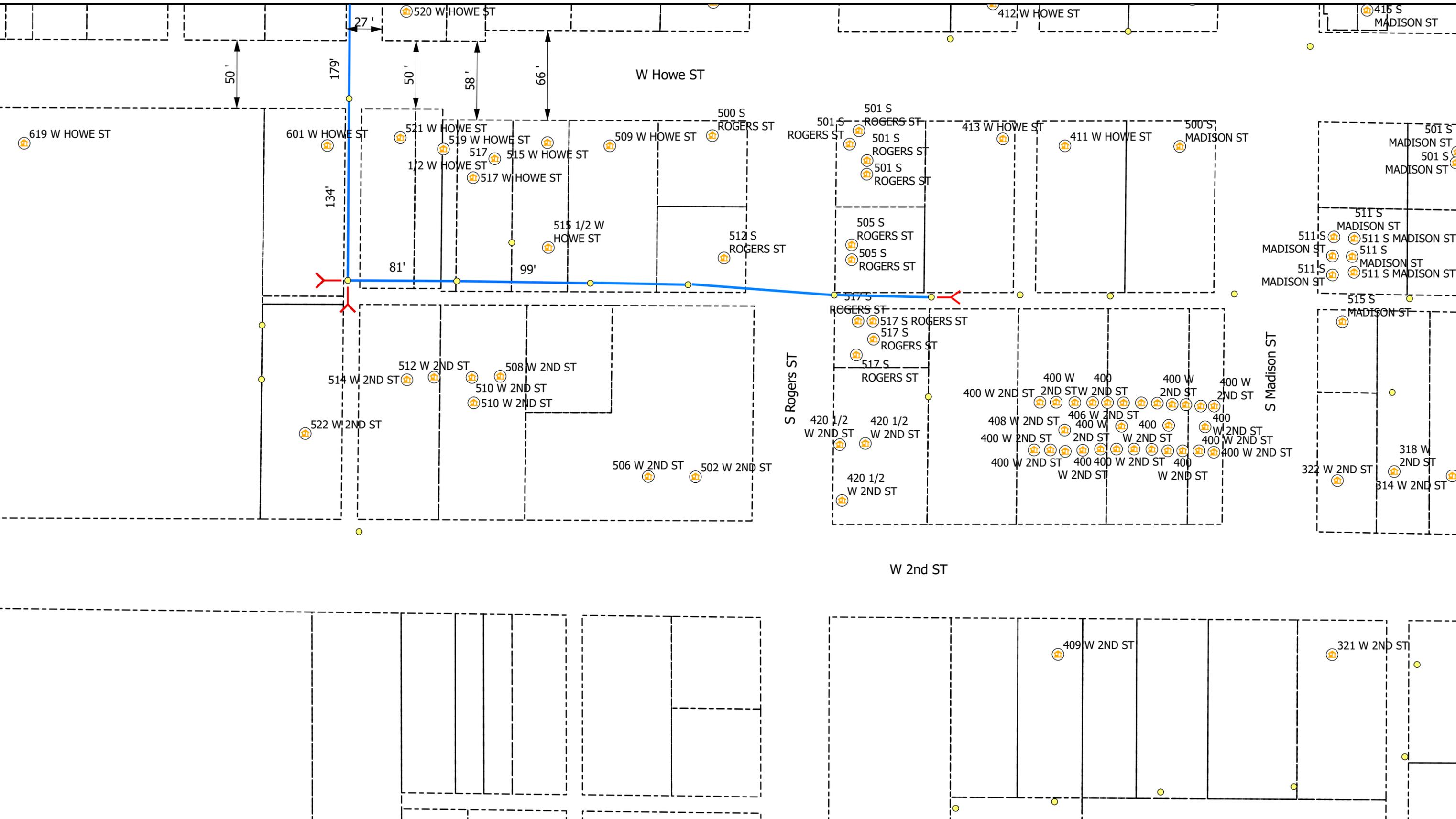
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





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

All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



Carlton® PV-Mold® Nonmetallic Pole Riser System

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

Features:

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

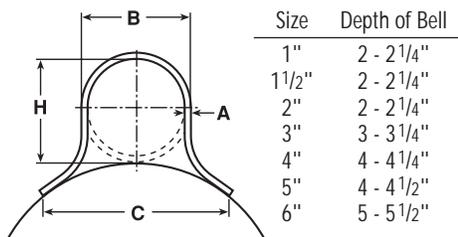


Steel U-Guard requires grounding strapping and does not have belled ends.



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

Flanged Overall Length 10 Feet, Including Bell



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

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

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

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



Standard Duty

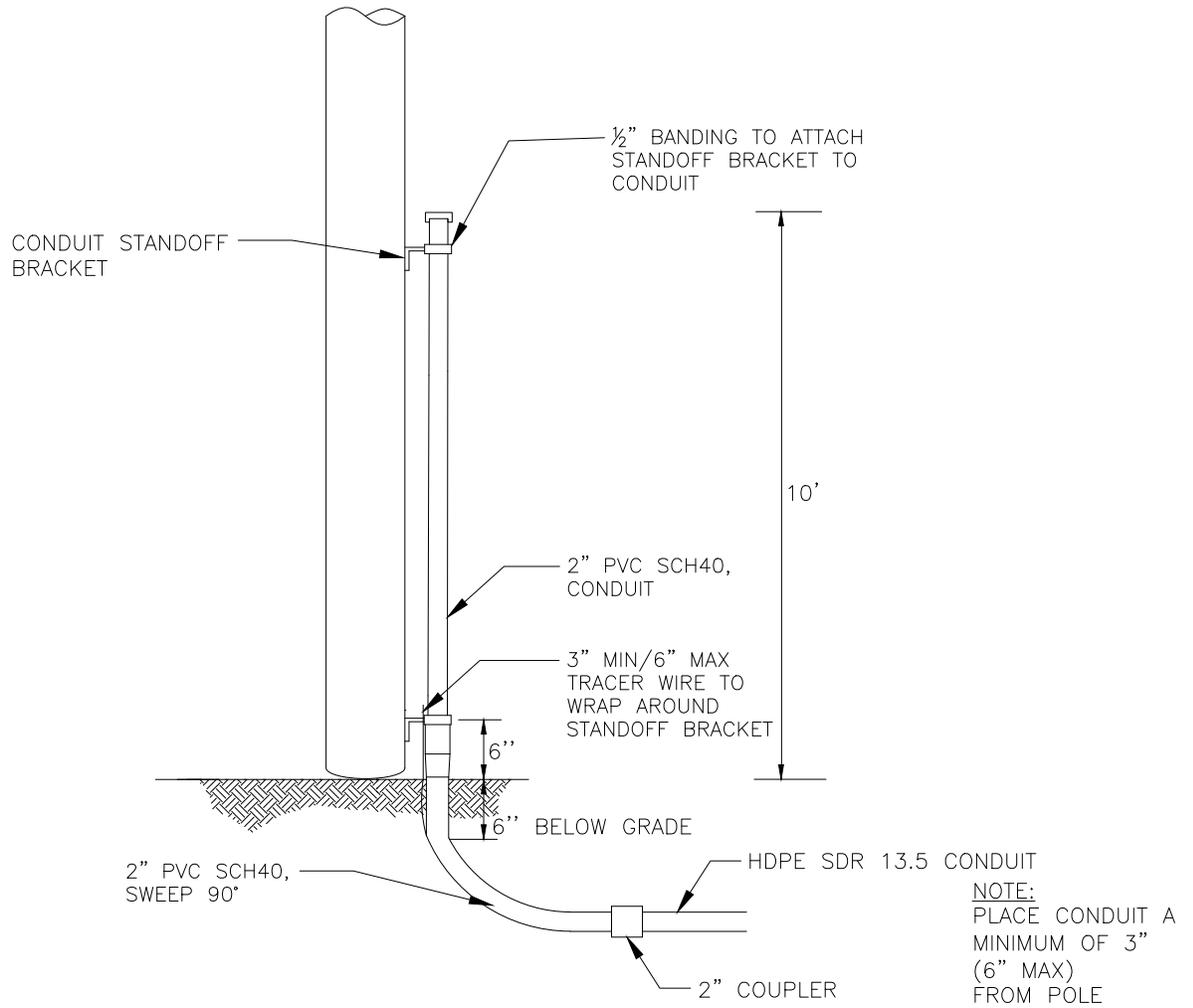
Part No.	Size	Std. Ctn. Qty.	Std. Ctn. Wt. (lbs.)	Dimensions				Actual Impact @ 0°C 20 Pound Top
				A	B	C	H	
59208N	1"	294	1059	0.100"	1 5/8"	2 3/8"	1 5/8"	40 Ft.-Lbs.
59211N	2"	136	726	0.100"	2 3/8"	4 1/2"	2 3/8"	100 Ft.-Lbs.
59211X (5' length)	2"	136	363	0.100"	2 3/8"	4 1/2"	2 3/8"	100 Ft.-Lbs.
59213N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

Heavy Duty Schedule 40

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

Extra Heavy Duty Schedule 80

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



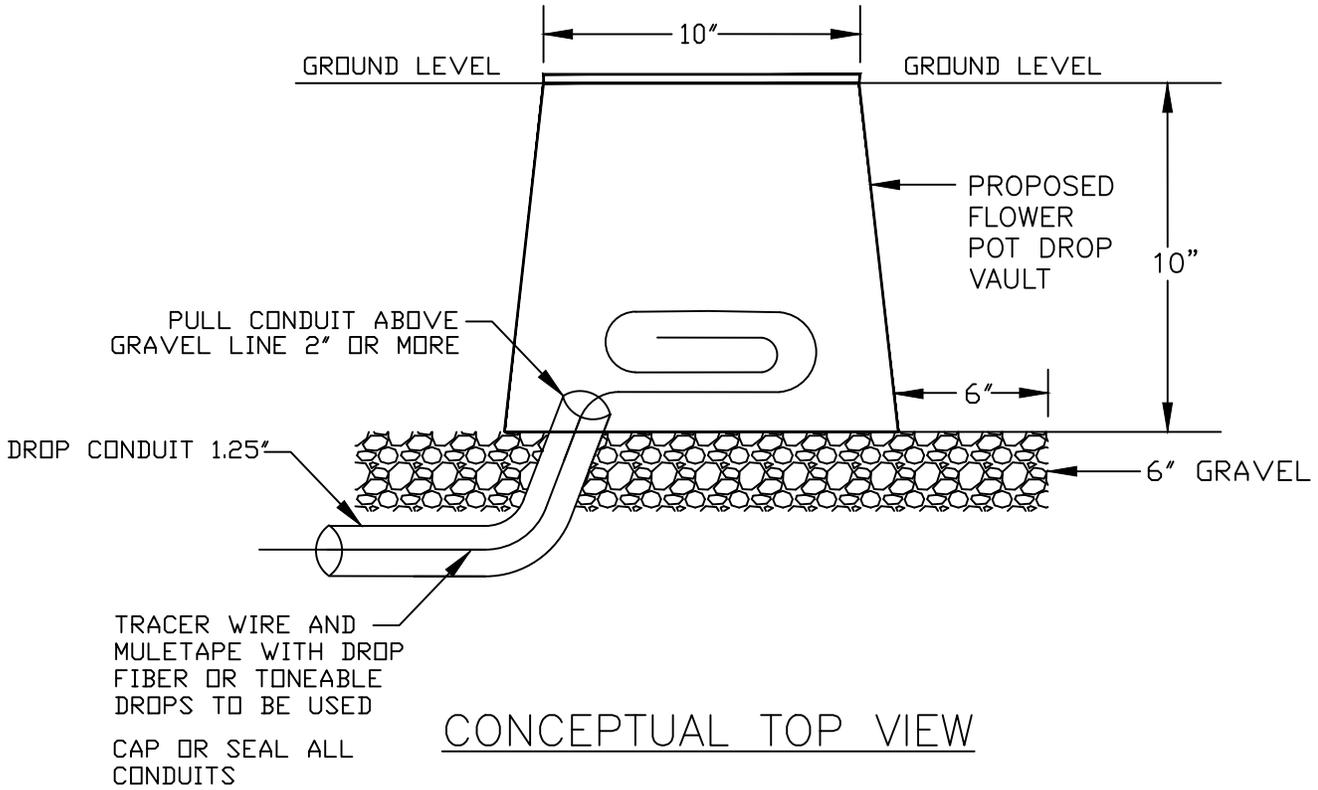
DESCRIPTION	QTY	MANUFACTURER (PREFERRED)	PART #
SCREW, LAG, 1/2" x 4-1/2"	10		
HDPE SDR 13.5 CONDUIT, VARIOUS SIZES	N/A		
2" PVC SCH40, RISER PIPE	1		
#12 TRACER WIRE	N/A		
2" PVC SCH40, SWEEP, 90 DEG	1		
CONDUIT STANDOFF BRACKET	VARIES		
CONDUIT STRAP KIT	VARIES		
2" COUPLER	1		



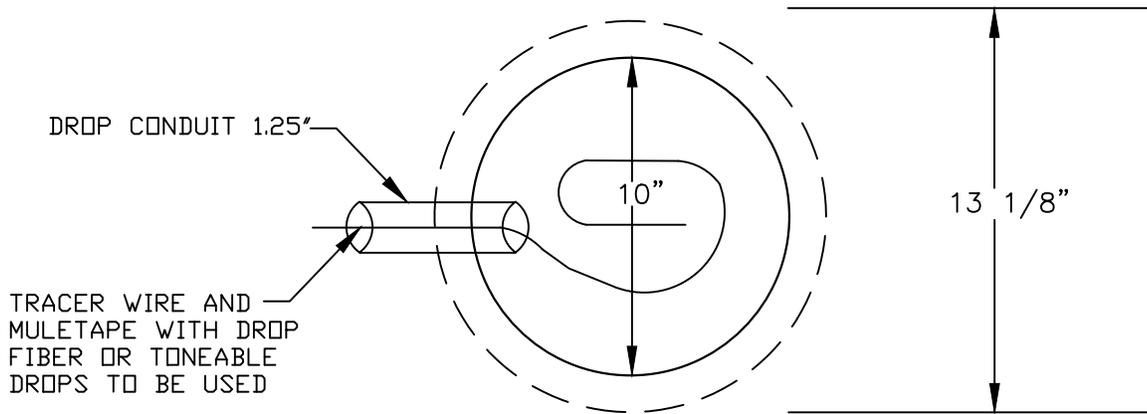
TYPICAL RISER
CONDUIT
WOOD POLE

(R2-W)

CONCEPTUAL SIDE VIEW



CONCEPTUAL TOP VIEW

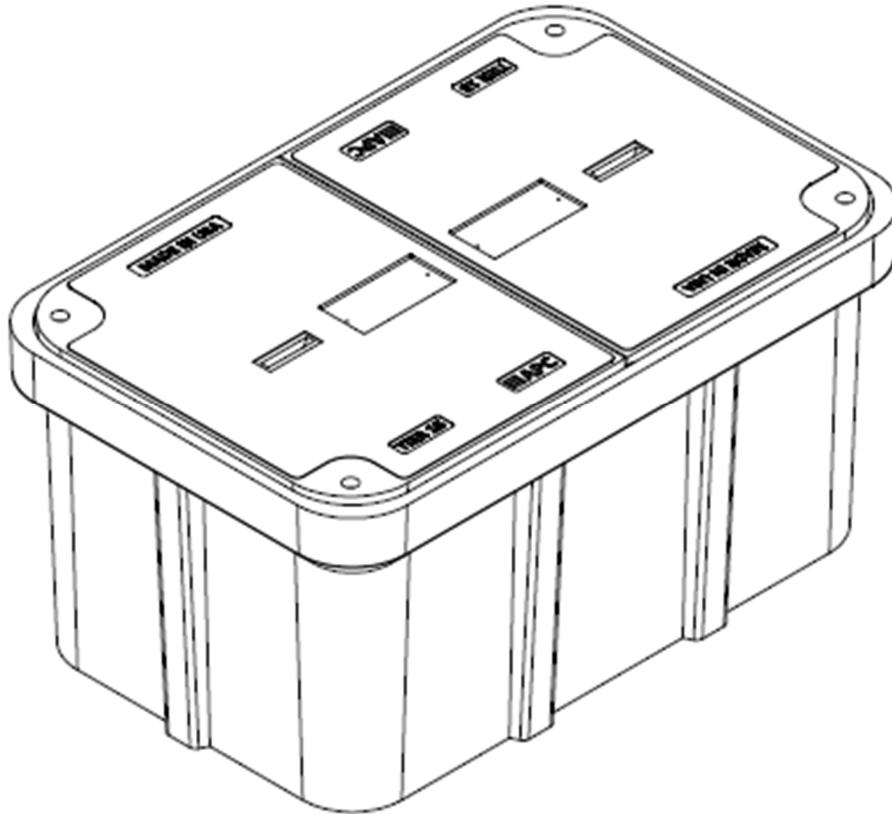


FLOWER POT

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



AMERICAN POLYMER COMPANY



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

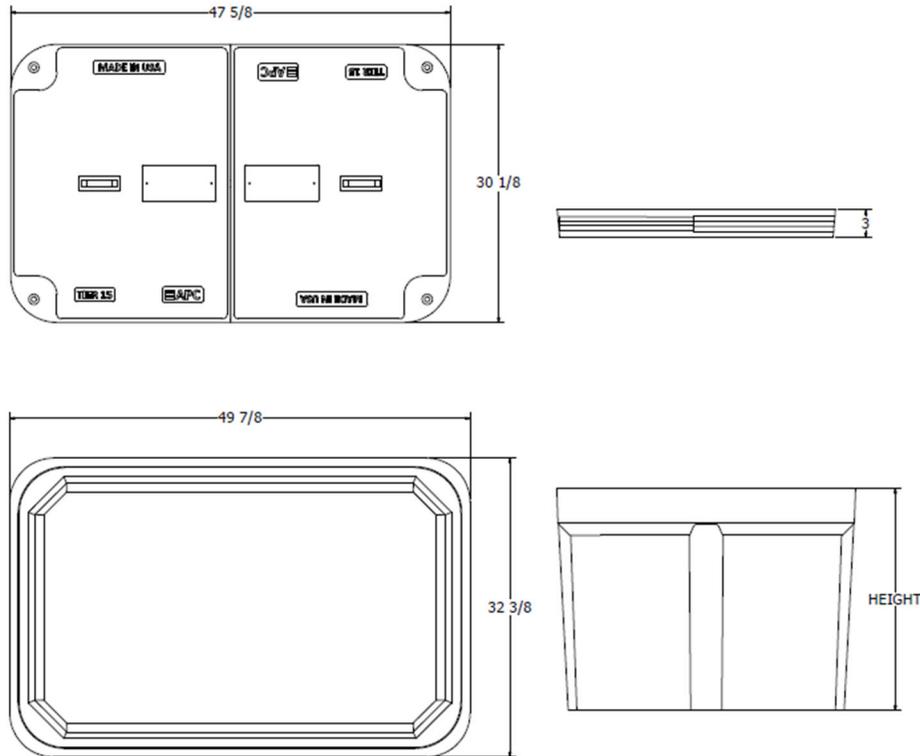


30"x48" PC UNIT, 2PC TIER 15/22

18", 24", and 36" HEIGHT



AMERICAN POLYMER COMPANY



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

Bolt options



Machine Thread



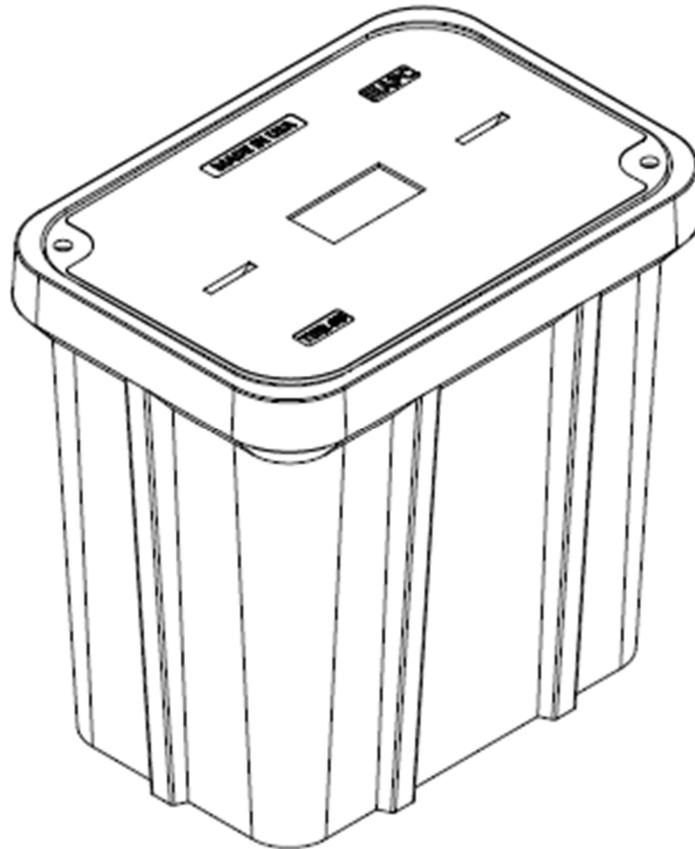
Auger Thread



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



AMERICAN POLYMER COMPANY



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

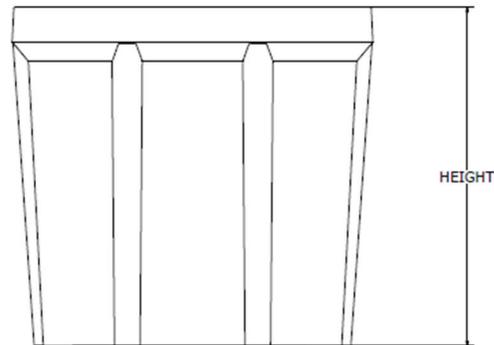
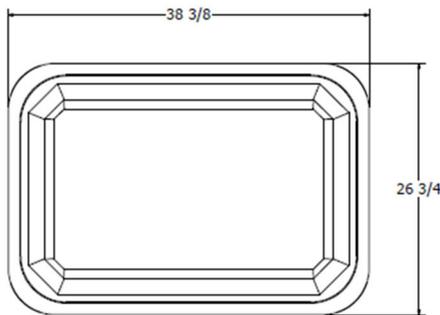
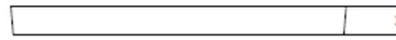
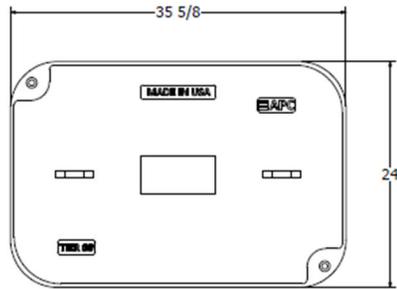


24"x36" PC UNIT, TIER 15/22

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



AMERICAN POLYMER COMPANY



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

Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread

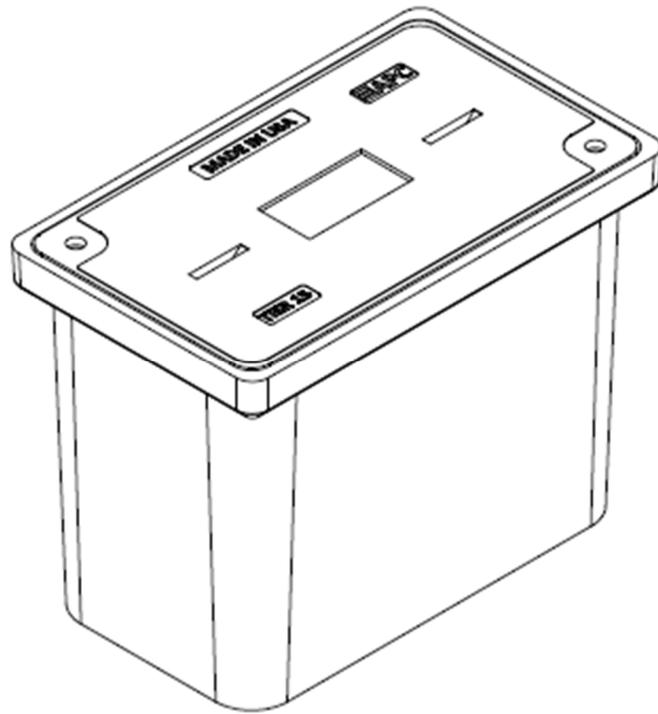


17"x30" PC UNIT, TIER 15/22

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



AMERICAN POLYMER COMPANY



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

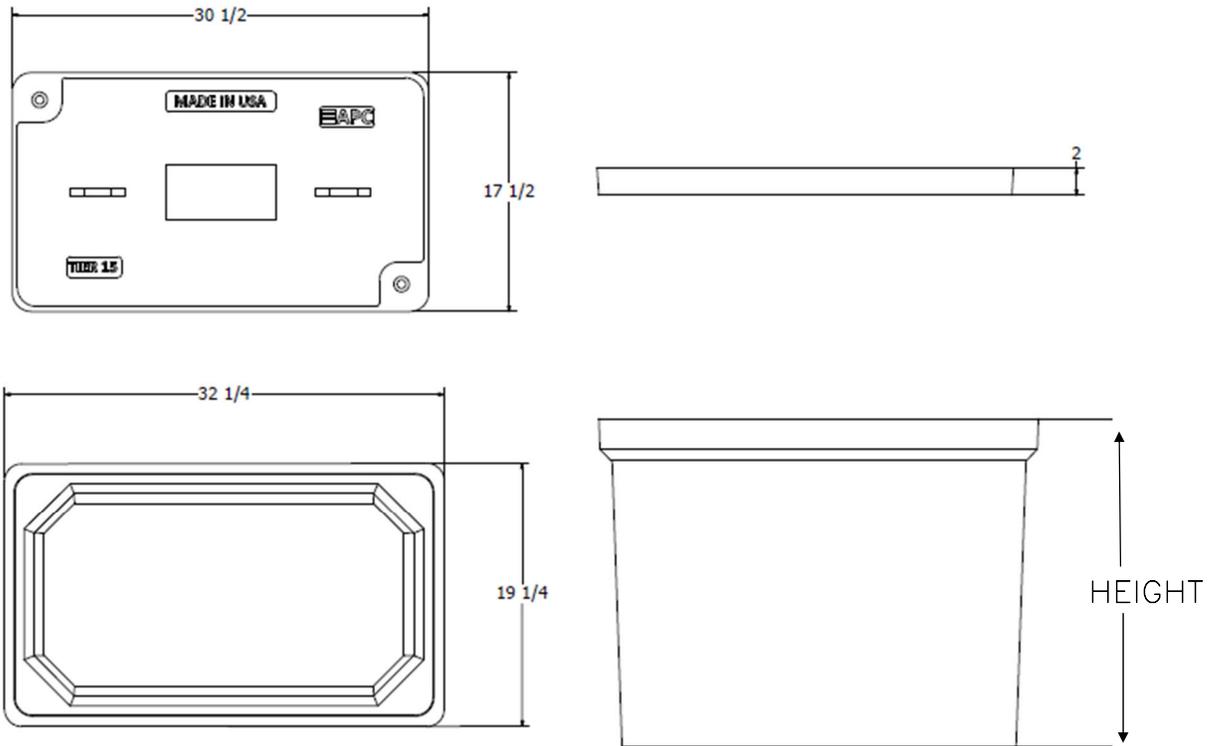


17"x30" PC UNIT, TIER 15/22

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



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	17"x30"X12"	Tier 22	P173012B22	66 lbs.
Replacement Box	17"x30"X18"	Tier 22	P173018B22	100 lbs.
Replacement Box	17"x30"x24"	Tier 22	P173024B22	120 lbs.
Replacement Box	17"x30"x30"	Tier 22	P173030B22	145 lbs.
Replacement Lids – T15	17"x30"	Tier 15	Various	72 lbs.
Replacement Lids – T22	17"x30"	Tier 22	Various	81 lbs.

Bolt options



Machine Thread



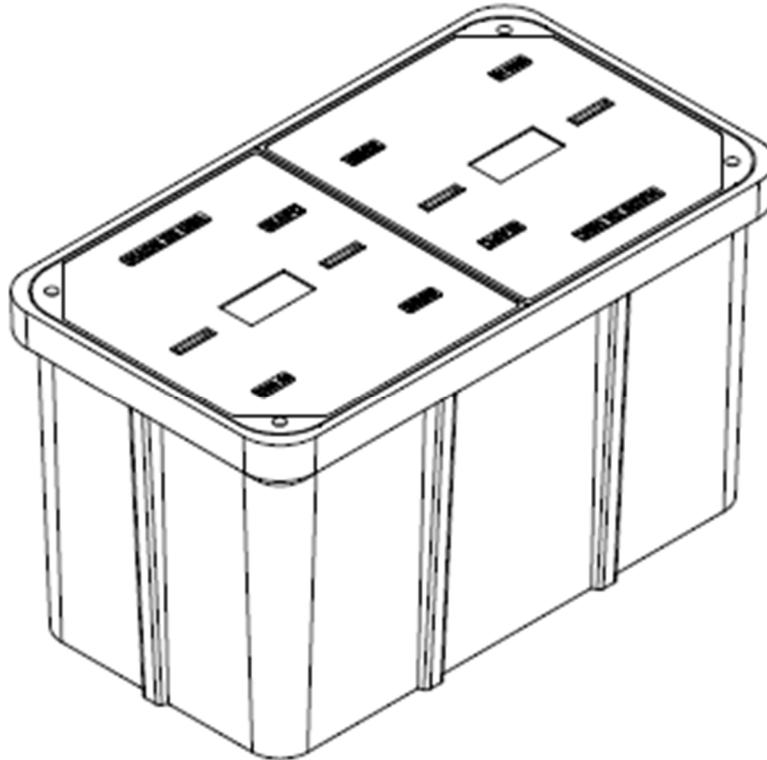
Auger Thread



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



AMERICAN POLYMER COMPANY



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

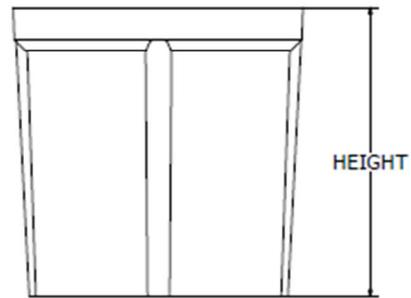
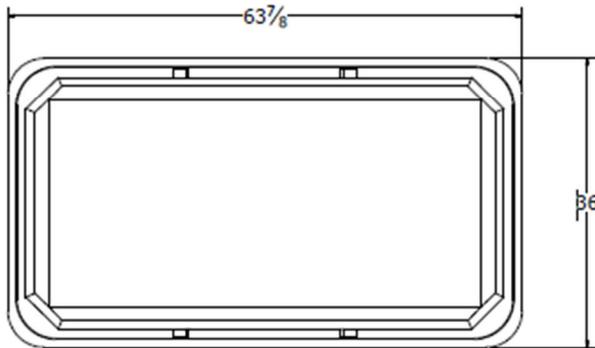
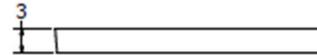
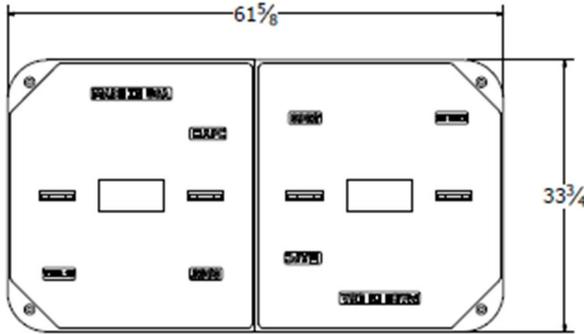


33"x60" PC UNIT, 2PC TIER 15/22

36" HEIGHT



AMERICAN POLYMER COMPANY



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

Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread



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

APPROVED/ACCEPTED BY:
ENGINEER, OWNER, or PRIME CONTRACTOR
 Check for Notice to Proceed.
BLN01b-F07_W Smith Ave TCP1

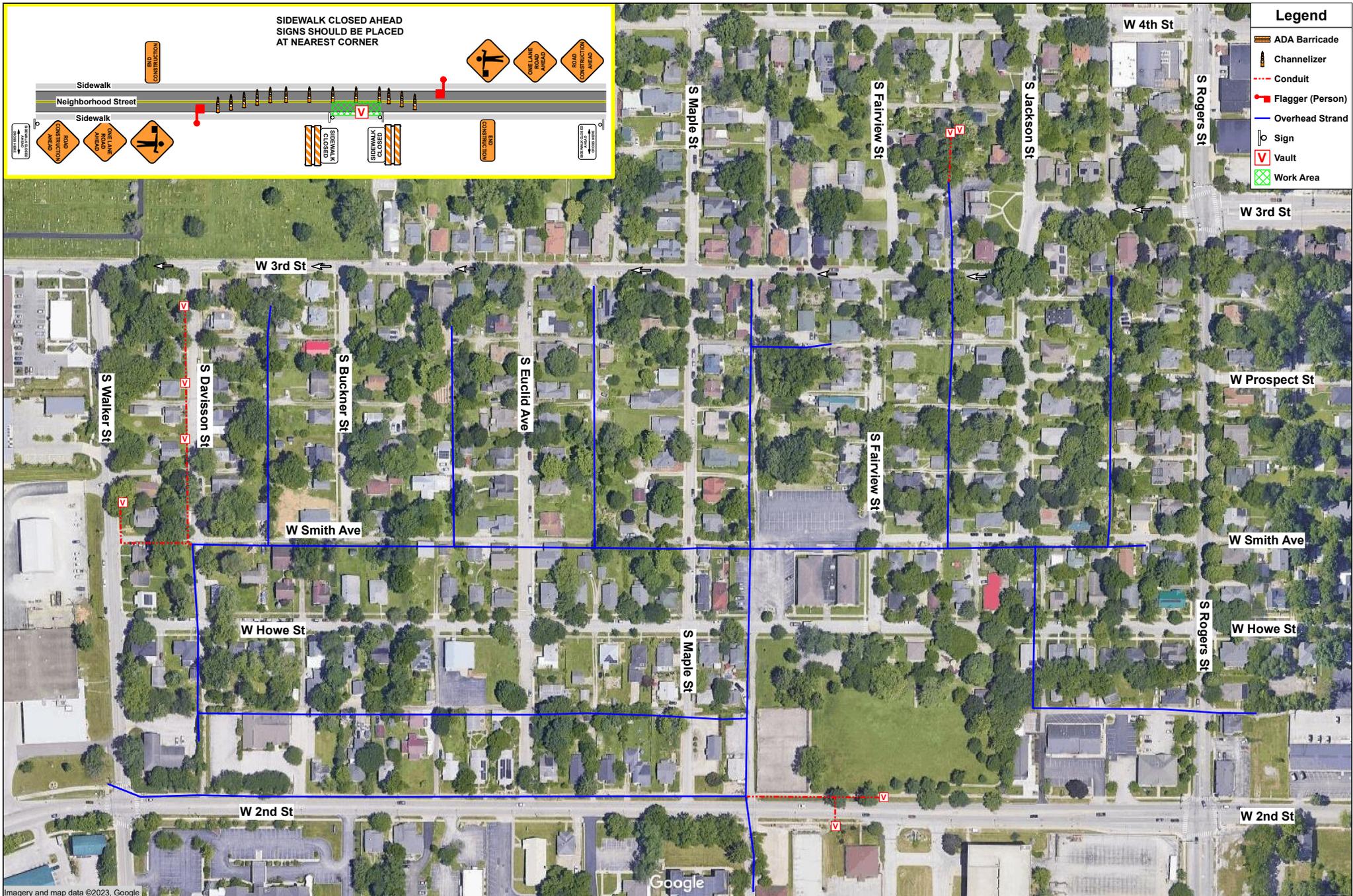
Signature: _____

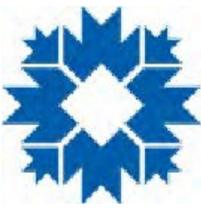
Company: _____

Road Runner
Safety Services, Inc.

Date: 7/25/2023 Project: BLN01b-F07 W Smith Ave TCP1 :
Traffic Control Suggestion For: ATLANTIC ENGINEERING (AEG) :
By: Road Runner Safety Services, Inc. : Nathan

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





CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

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

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

ROW EXCAVATION ROW USE

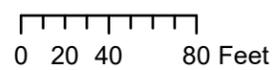
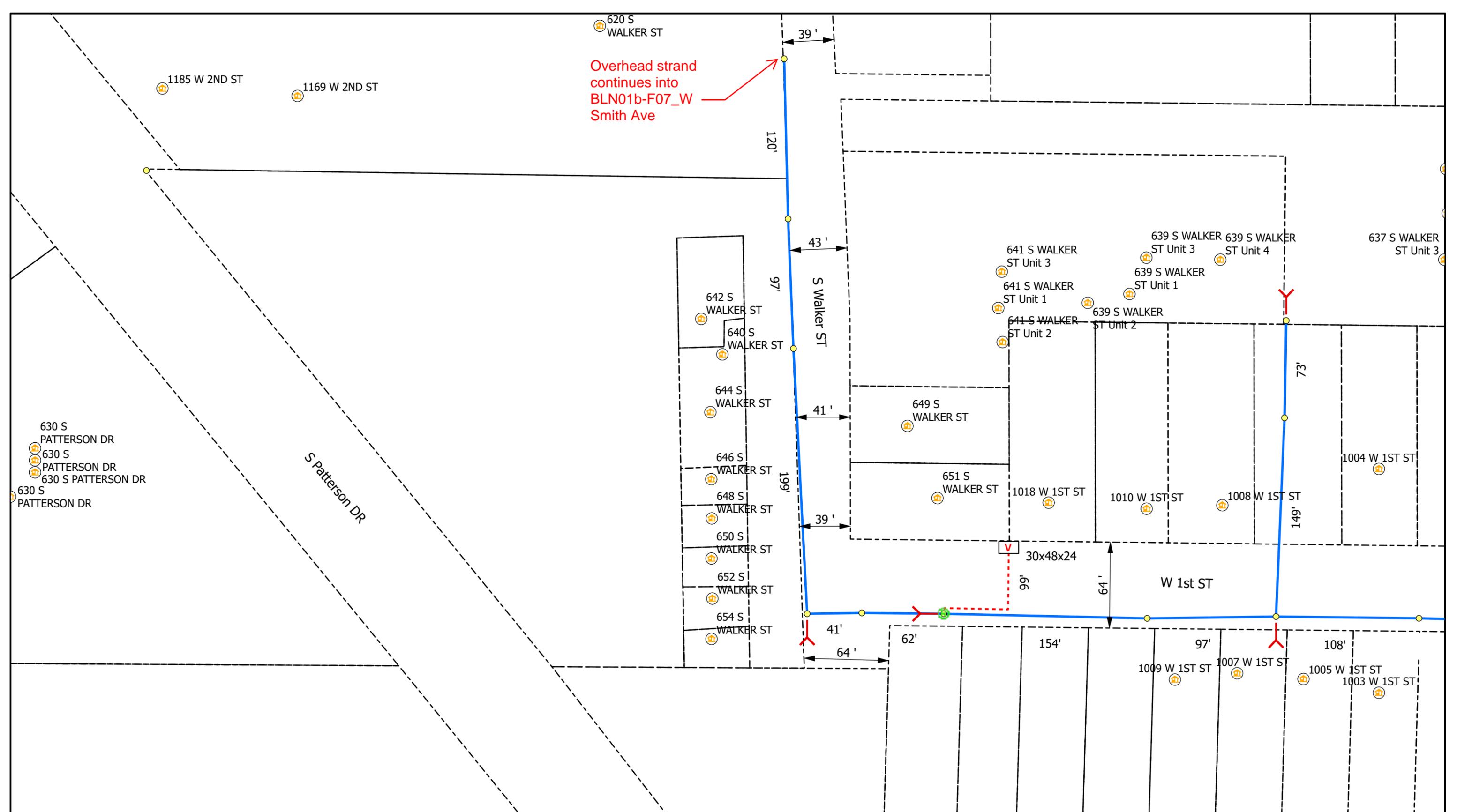
ADDRESS OF ROW ACTIVITY: W Smith Ave

A. APPLICANT/AGENT INFORMATION:		D. TRAFFIC CONTROL DEVICES*:	
APPLICANT NAME: <u>Bret Simons</u>		<input checked="" type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD	
E-MAIL: <u>bret.simons@aeg.cc</u>		<input type="checkbox"/> LIGHTED BARRELS <input checked="" type="checkbox"/> TYPE 3 BARRICADES	
COMPANY: <u>Atlantic Engineering Group</u>		<input checked="" type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER	
ADDRESS: <u>P.O. Box 349</u>		*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED. See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet	
CITY, STATE, ZIP: <u>Buford, GA 30515</u>			
24-HR EMERGENCY CONTACT NAME: <u>(706)654-2298</u>		E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input type="checkbox"/> N	
24-HR CONTACT PHONE #: _____		IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436	
INSURANCE #*: <u>TB5-691-473497-082</u> COMPANY: <u>ACORD</u>		F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?	
BOND #*: <u>1160465</u> COMPANY: <u>LEXON</u>		PROJECT NAME: <u>BLN01b-F07 W Smith Ave</u>	
*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED		PROJECT #: <u>BLN01b-F07 W Smith Ave</u>	
SUBCONTRACTOR INFORMATION		PROJECT MGR.: <u>Lex Mullins</u>	
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)		PROJECT MGR. #: <u>215-847-8819</u>	
COMPANY NAME: _____		*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY	
B. WORK DESCRIPTION:		*IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY	
<input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE*		G. EXCAVATIONS:	
(EXPLAIN): <u>Excavation</u>		SQ FT OF PAVEMENT* EXCAVATIONS: <u>N/A</u>	
*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND		*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS	
C. RIGHT OF WAY TO BE USED/CLOSED:		SQ FT OF NON-PAVEMENT* EXCAVATIONS: <u>28 Sq Ft</u>	
STREET NAME 1: <u>W Smith Ave</u>		*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE	
1ST INTERSECTING STREET NAME: _____		LINEAL FT OF BORE*: <u>1,106 Lineal Ft</u>	
2ND INTERSECTING STREET NAME: _____		*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS	
<input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>		# OF POLE INSTALLATIONS/REMOVAL: <u>N/A</u>	
<input checked="" type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		SQ FT OF SIDEWALK RECONSTRUCTION*: <u>N/A</u>	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED	
START DATE: <u>Aug 25</u> END DATE: _____ # OF DAYS*: <u>30</u>		SQ FT OF SIDEWALK NEW CONSTRUCTION*: <u>N/A</u>	
STREET NAME 2: _____		*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE	
1ST INTERSECTING STREET NAME: _____		#RESIDENTIAL DRIVEWAY INSTALLATION: <u>N/A</u>	
2ND INTERSECTING STREET NAME: _____		 <p>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. IT'S THE LAW.</p>	
<input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>			
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		H. INDEMNIFICATION AGREEMENT:	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.	
START DATE: _____ END DATE: _____ # OF DAYS*: _____		I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.	
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW		PRINT NAME: <u>Bret Simons</u>	
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM		SIGNATURE: <u>Bret Simons</u>	
STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/>		DATE: <u>7/26/2023</u>	
REQUESTED CLOSURE HOURS: _____ AM - _____ PM			
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process			
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)			

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



Legend

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

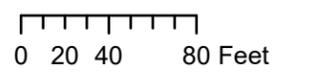
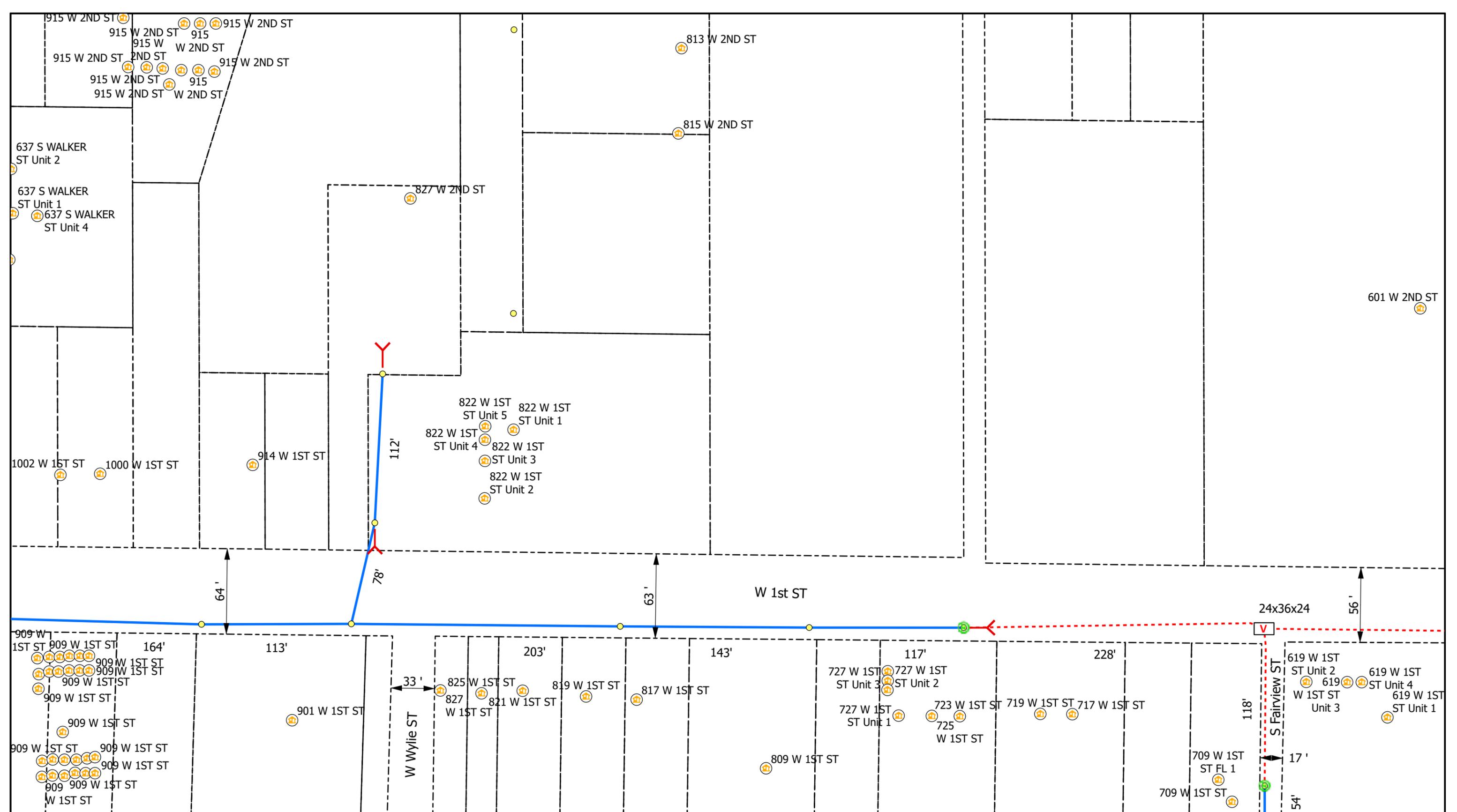
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

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

All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



635 S ROGERS ST

605 W 2ND ST RM 25

601 W 2ND ST

605 W 2ND ST

640 S MORTON ST

645 S ROGERS ST

S Rogers ST

653 S ROGERS ST

416 W 1ST ST

408 W 1ST ST

408 W 1ST ST

408 W 1ST ST

408 W 1ST ST

W 1st ST

Flowerpot

53'

428'

615 W 1ST ST

607 W 1ST ST

605 W 1ST ST

517 W 1ST ST

421 W 1ST ST

411 W 1ST ST

419 W 1ST ST

415 W 1ST ST

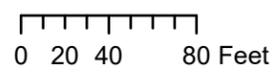
409 W 1ST ST

413 W 1ST ST

329 W 1ST ST

329 W 1ST ST

327 W 1ST ST



Legend

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

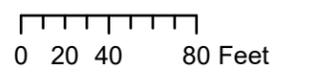
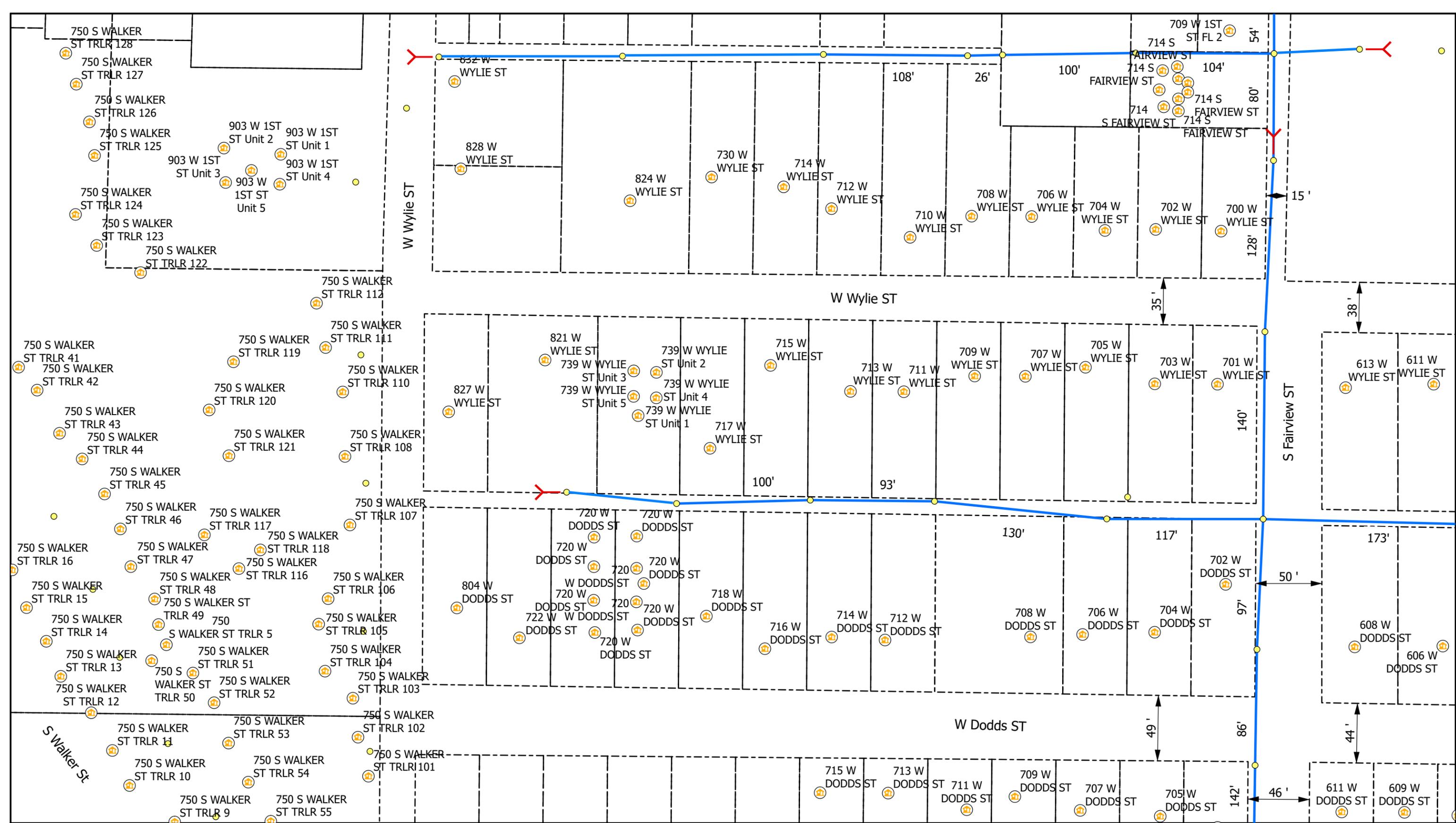
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

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

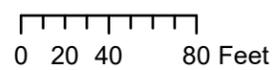
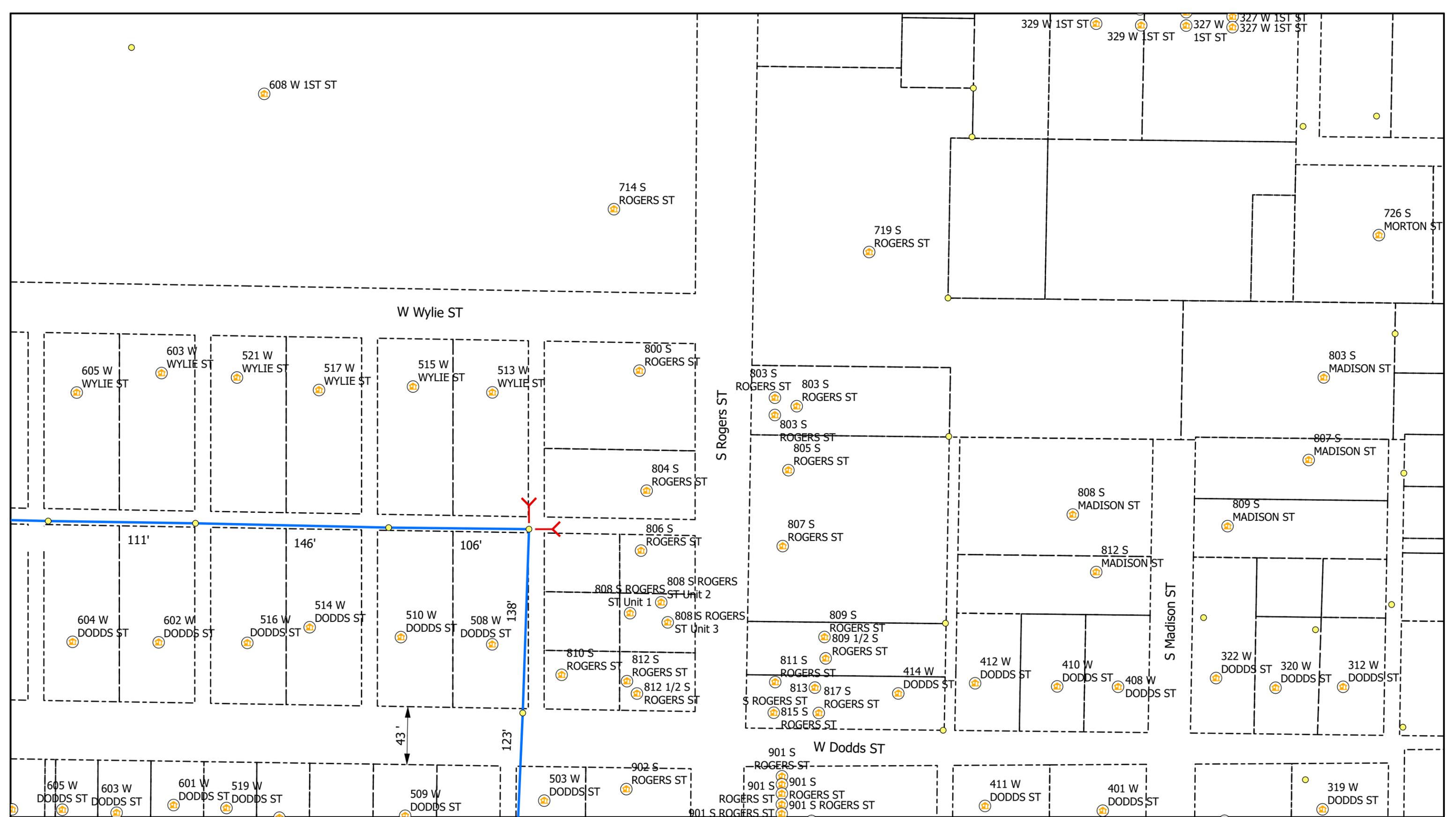
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

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

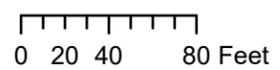
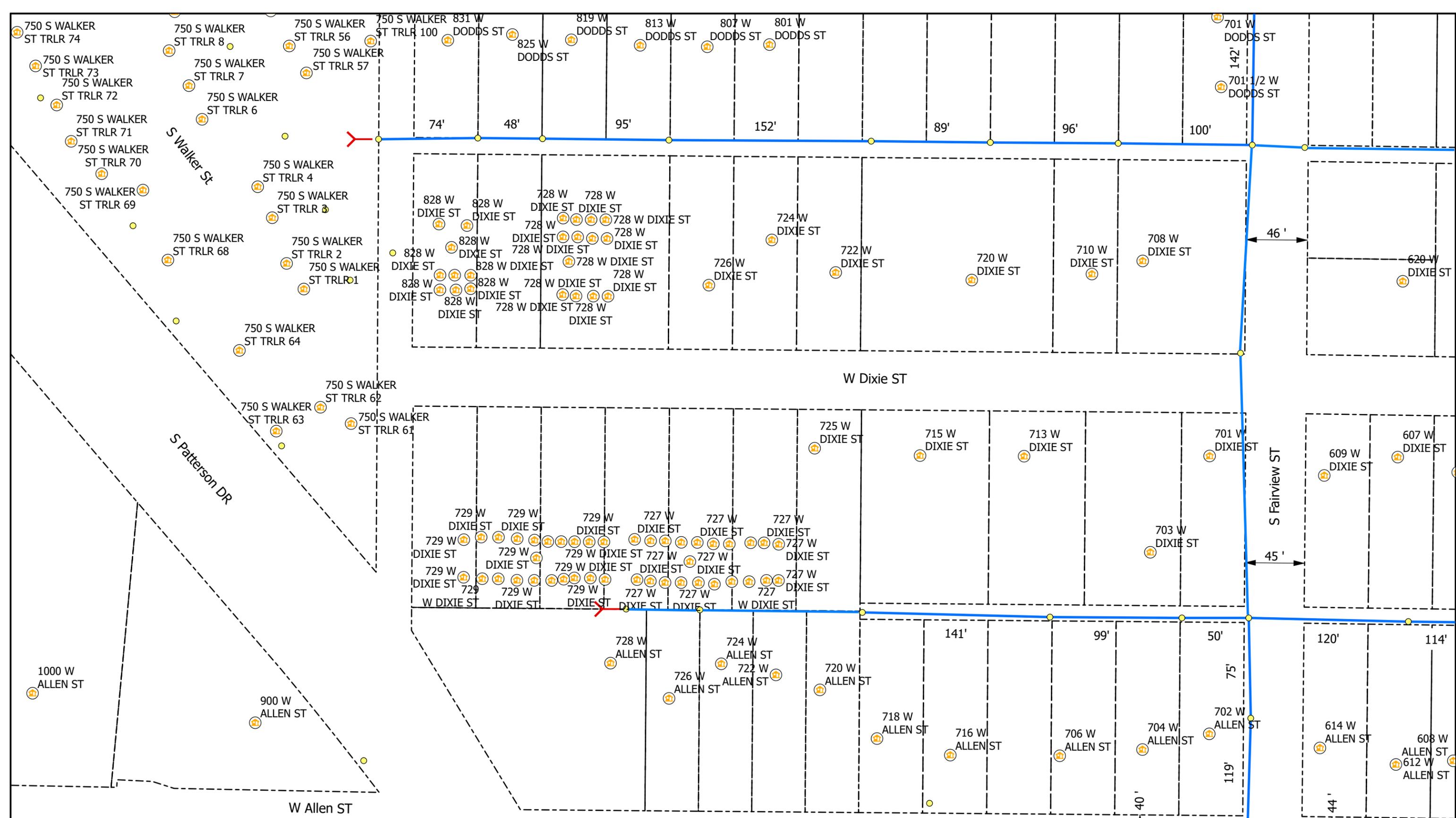
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

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

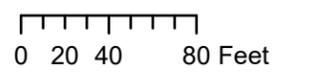
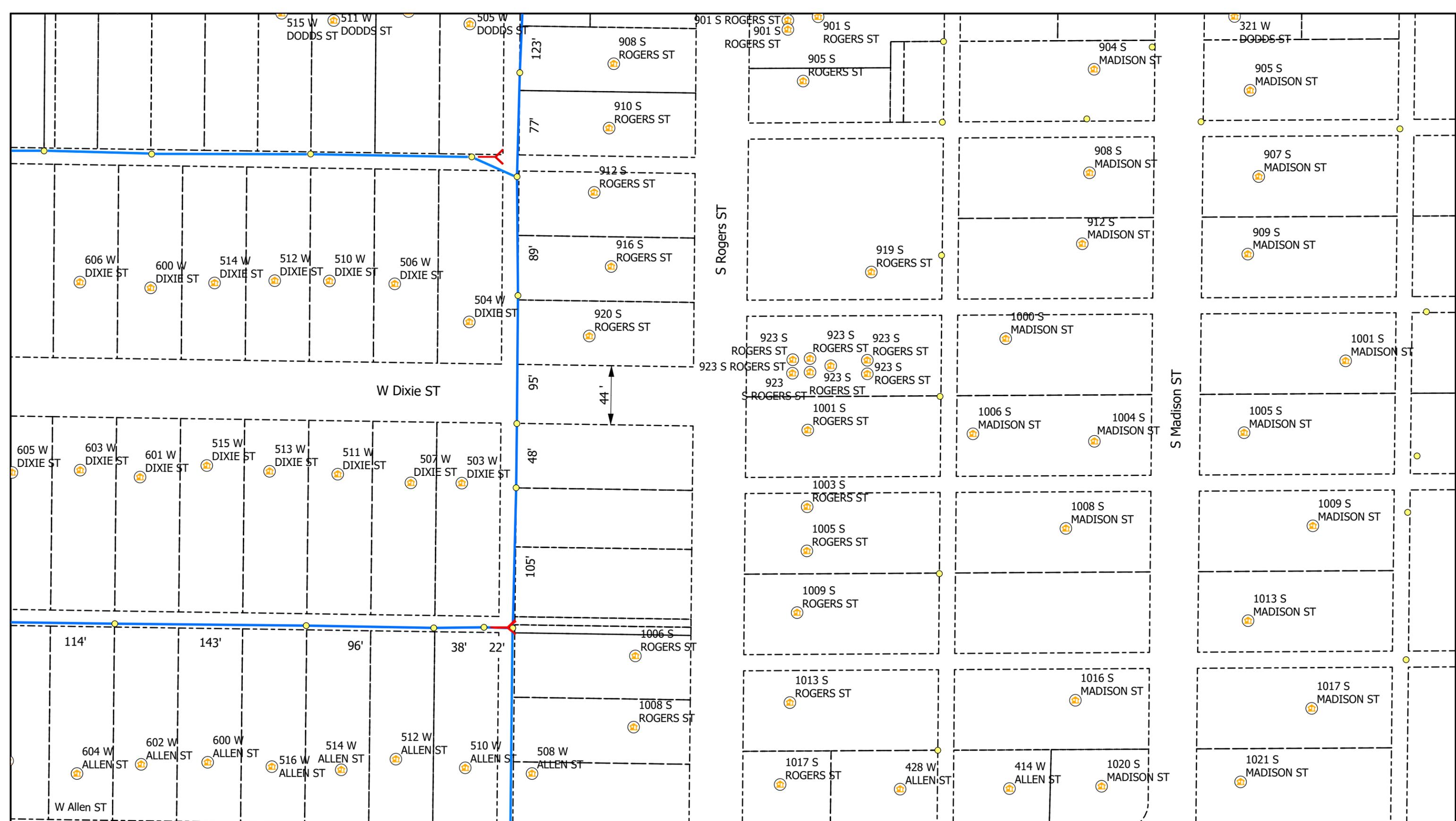
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

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

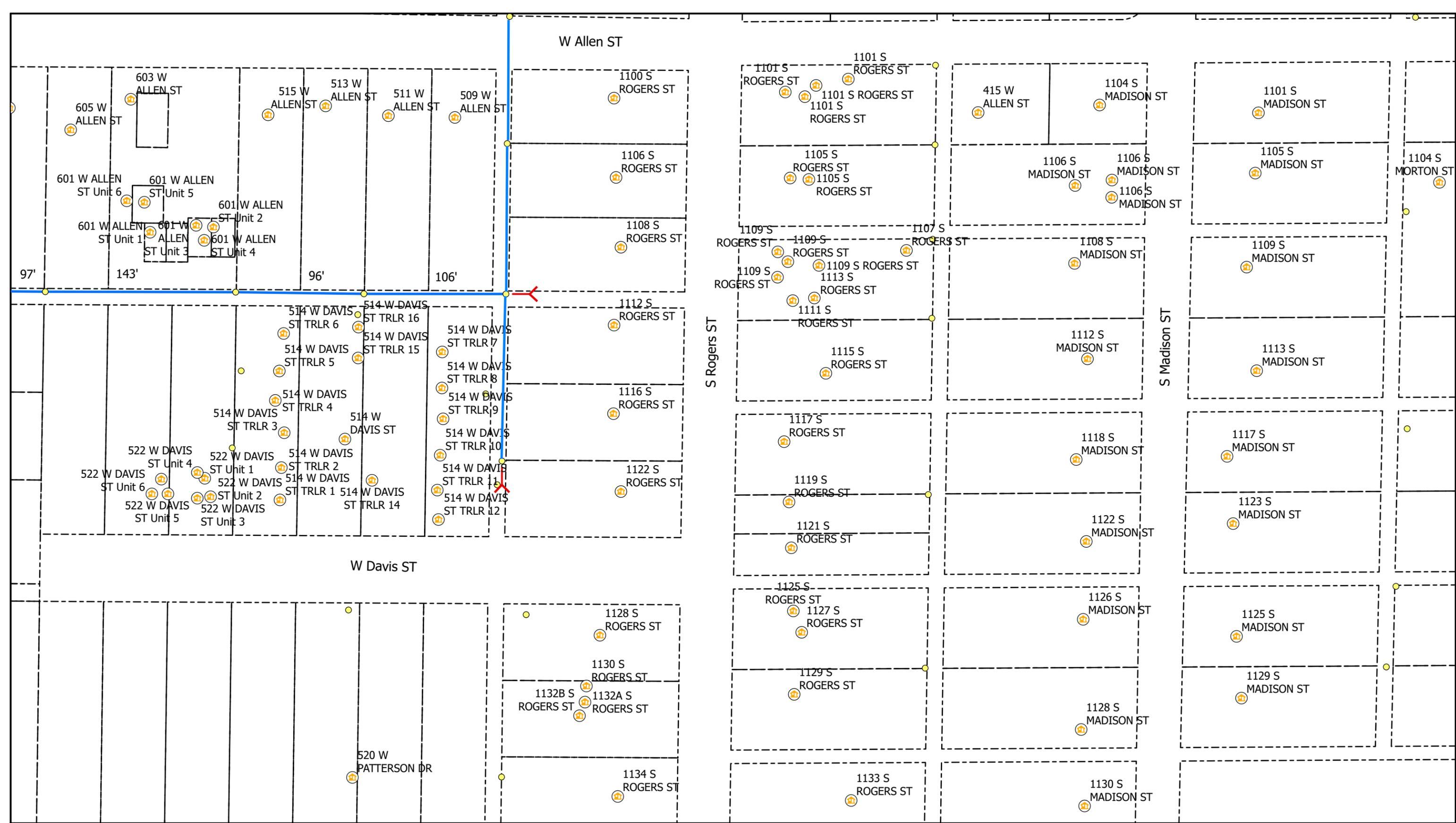
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





0 20 40 80 Feet

Legend

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

All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



Carlton® PV-Mold® Nonmetallic Pole Riser System

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

Features:

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

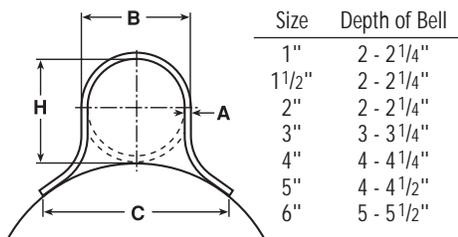


Steel U-Guard requires grounding strapping and does not have belled ends.



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

Flanged Overall Length 10 Feet, Including Bell



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

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

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

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



Standard Duty

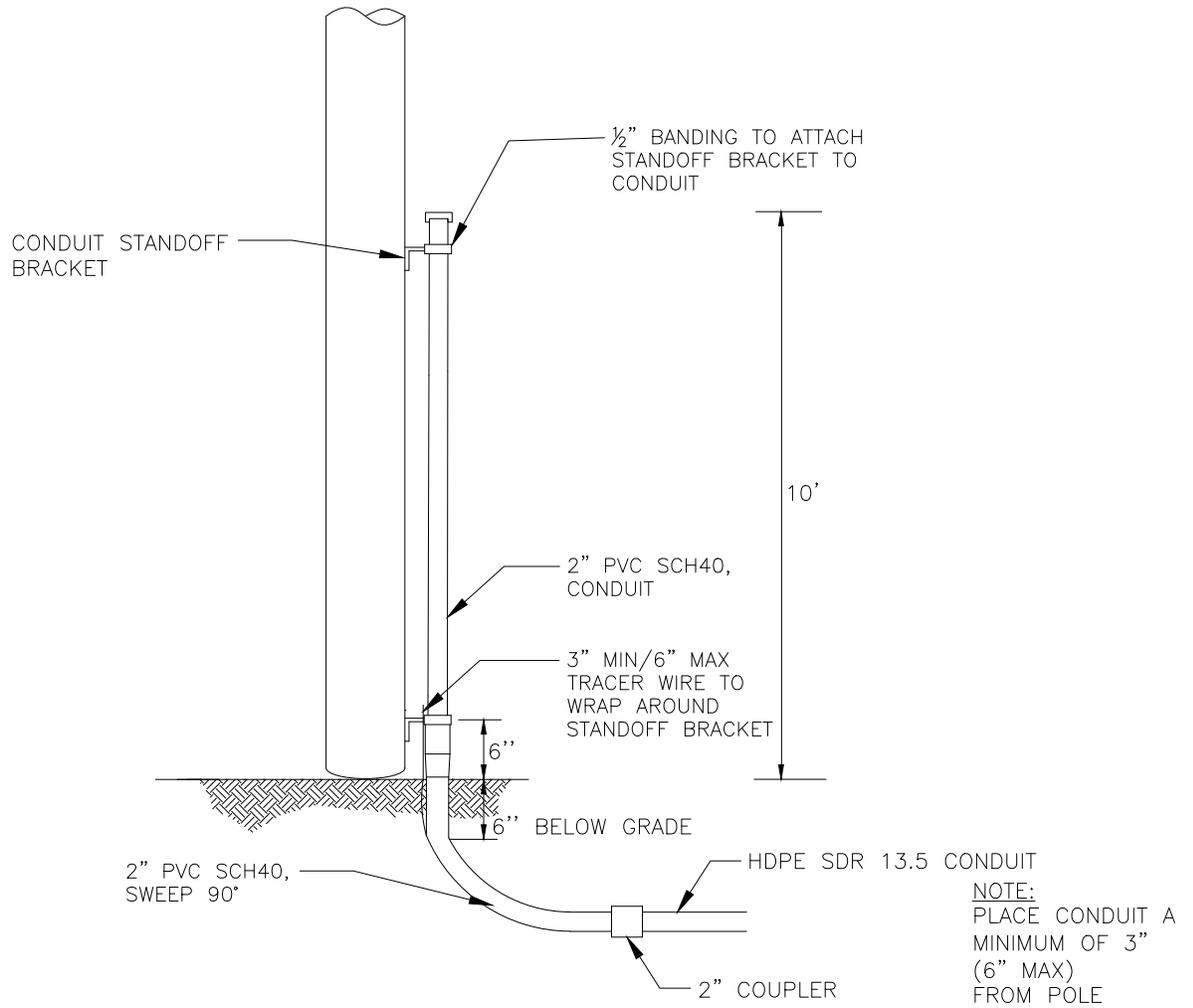
Part No.	Size	Std. Ctn. Qty.	Std. Ctn. Wt. (lbs.)	Dimensions				Actual Impact @ 0°C 20 Pound Top
				A	B	C	H	
59208N	1"	294	1059	0.100"	1 5/8"	2 3/8"	1 5/8"	40 Ft.-Lbs.
59211N	2"	136	726	0.100"	2 3/8"	4 1/2"	2 3/8"	100 Ft.-Lbs.
59211X (5' length)	2"	136	363	0.100"	2 3/8"	4 1/2"	2 3/8"	100 Ft.-Lbs.
59213N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

Heavy Duty Schedule 40

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

Extra Heavy Duty Schedule 80

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



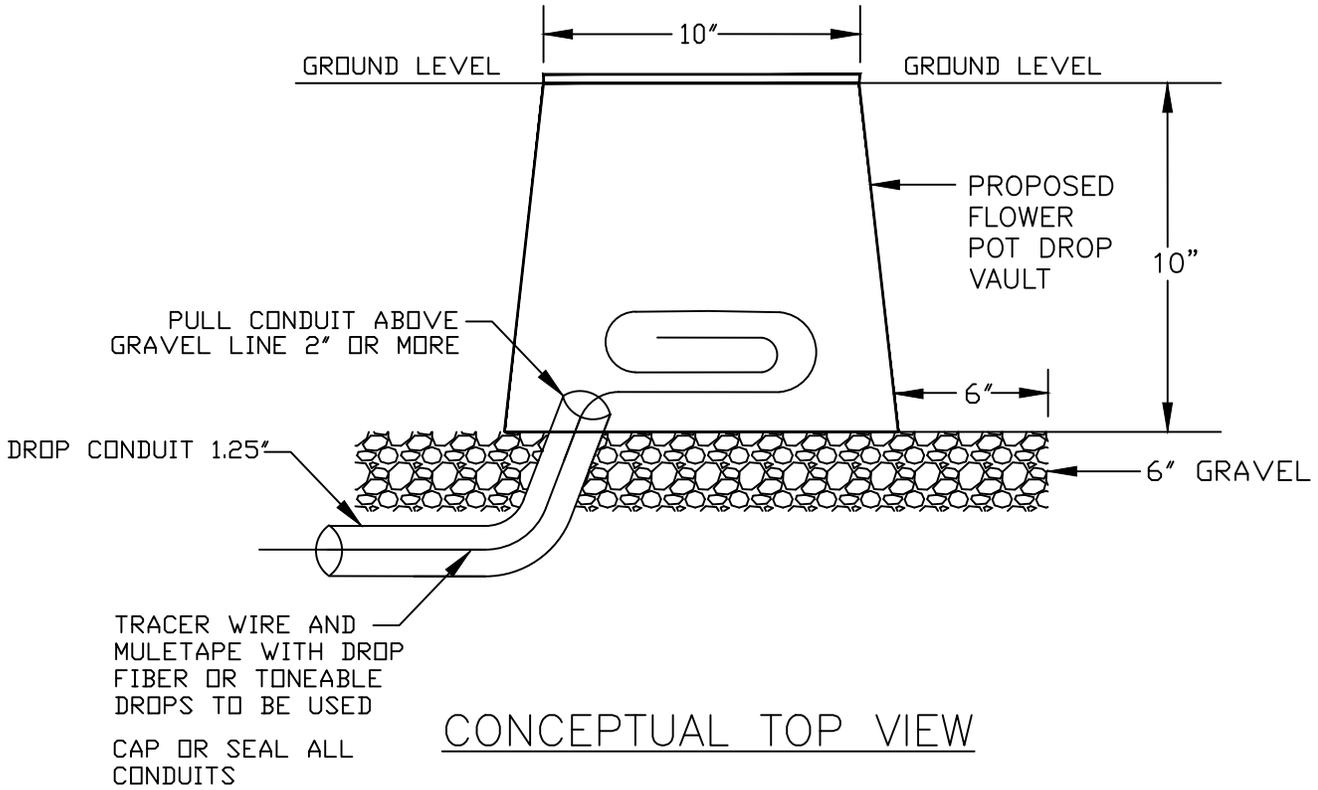
DESCRIPTION	QTY	MANUFACTURER (PREFERRED)	PART #
SCREW, LAG, 1/2" x 4-1/2"	10		
HDPE SDR 13.5 CONDUIT, VARIOUS SIZES	N/A		
2" PVC SCH40, RISER PIPE	1		
#12 TRACER WIRE	N/A		
2" PVC SCH40, SWEEP, 90 DEG	1		
CONDUIT STANDOFF BRACKET	VARIES		
CONDUIT STRAP KIT	VARIES		
2" COUPLER	1		



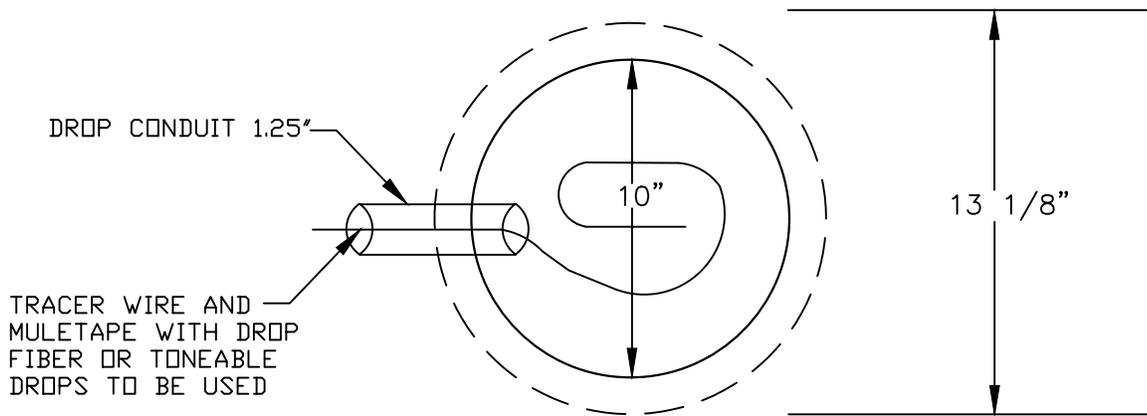
TYPICAL RISER
CONDUIT
WOOD POLE

(R2-W)

CONCEPTUAL SIDE VIEW



CONCEPTUAL TOP VIEW

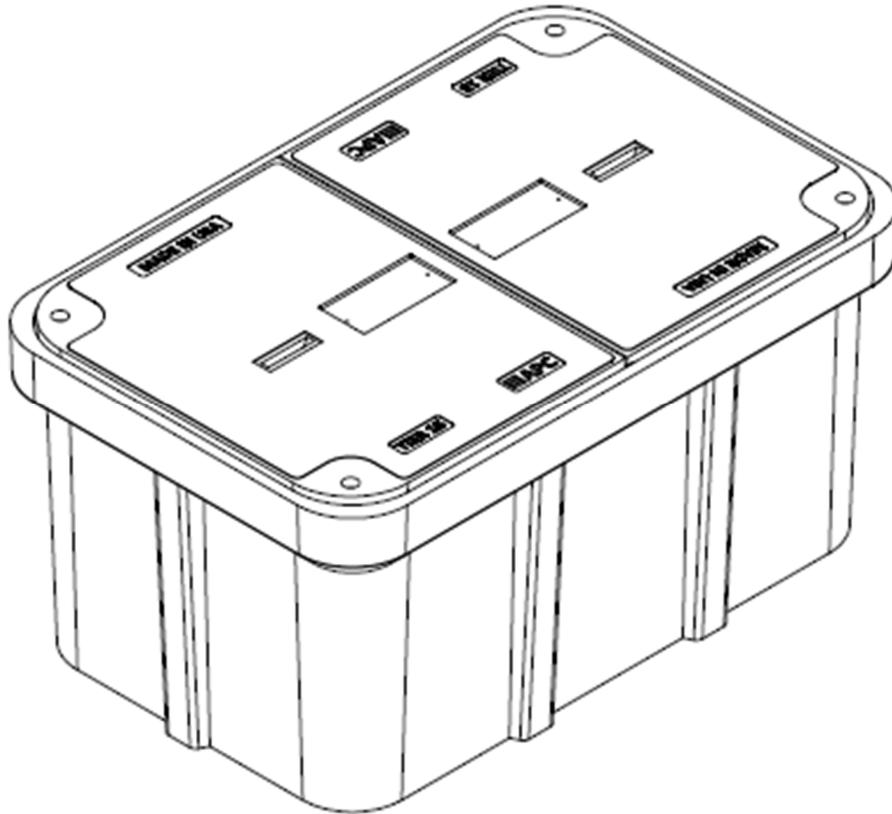


FLOWER POT

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



AMERICAN POLYMER COMPANY



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

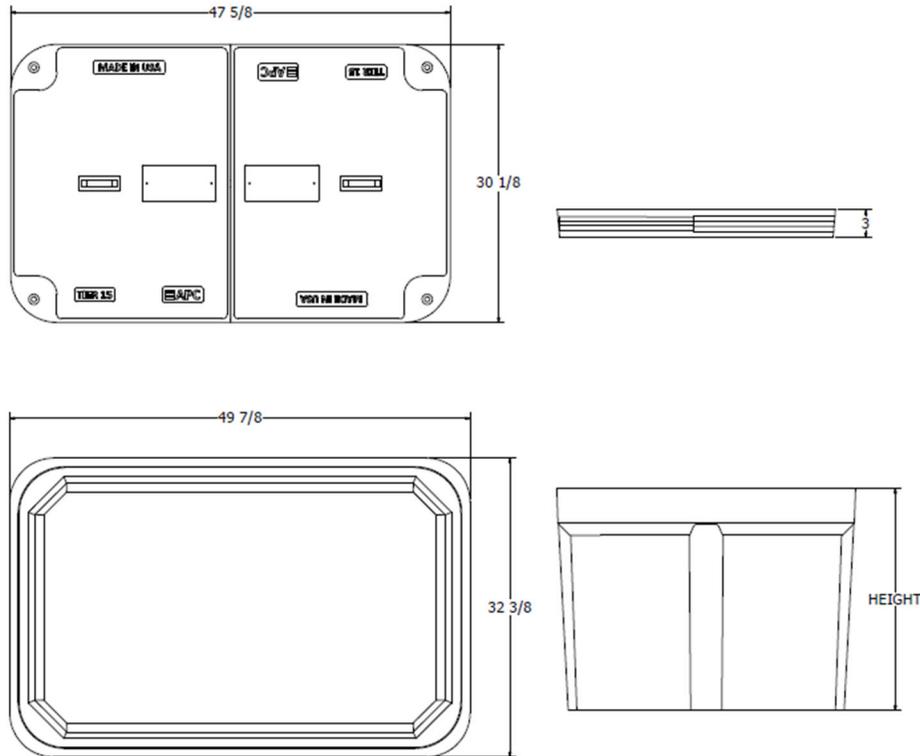


30"x48" PC UNIT, 2PC TIER 15/22

18", 24", and 36" HEIGHT



AMERICAN POLYMER COMPANY



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

Bolt options



Machine Thread



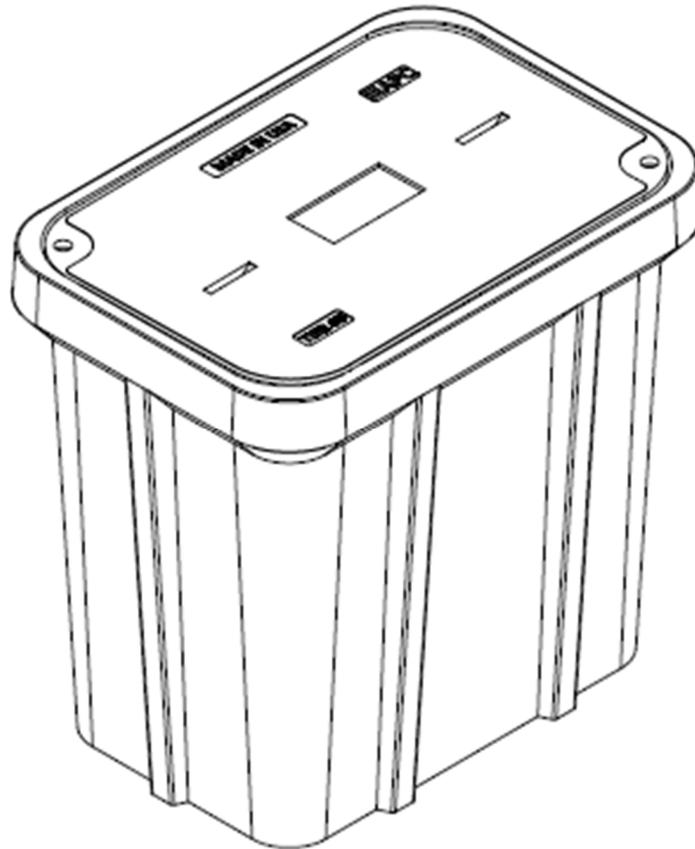
Auger Thread



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



AMERICAN POLYMER COMPANY



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

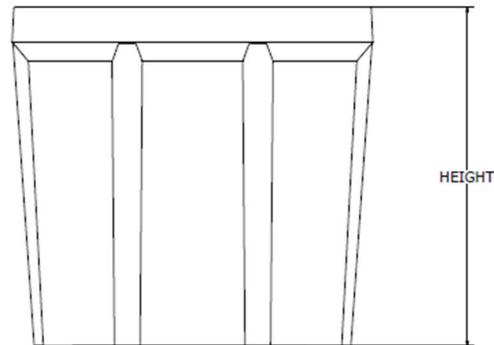
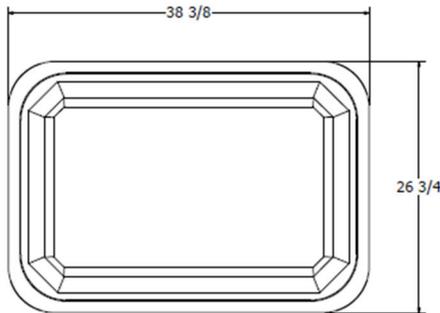
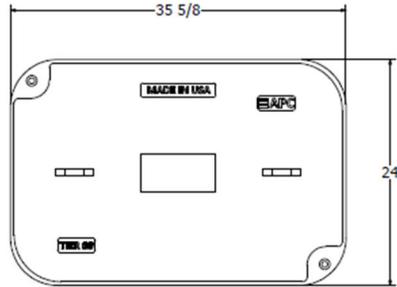


24"x36" PC UNIT, TIER 15/22

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



AMERICAN POLYMER COMPANY



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

Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread

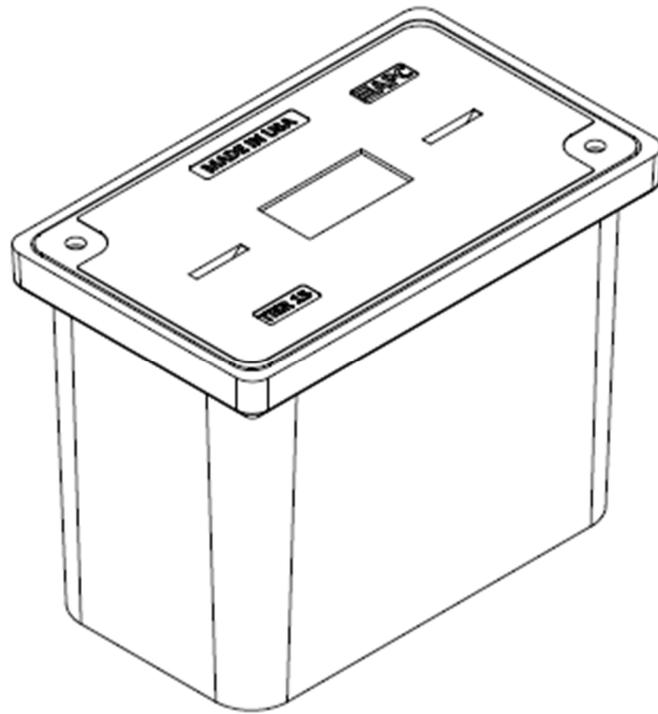


17"x30" PC UNIT, TIER 15/22

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



AMERICAN POLYMER COMPANY



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

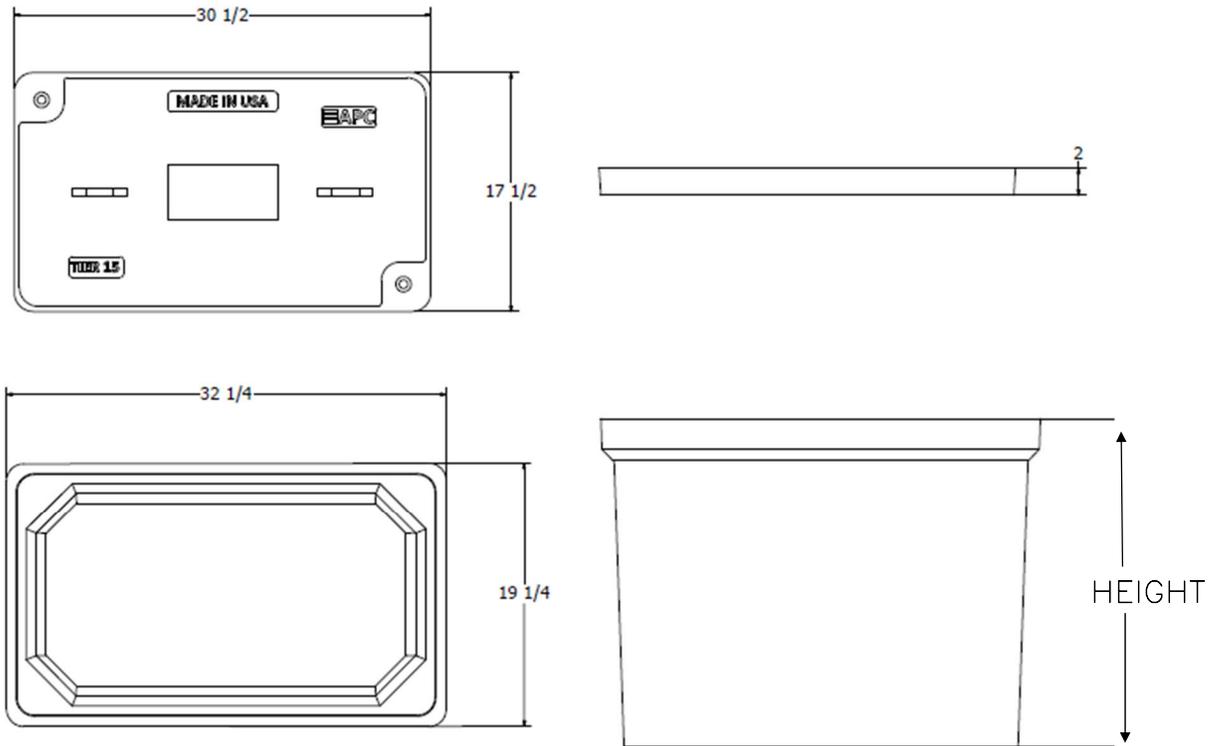


17"x30" PC UNIT, TIER 15/22

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



AMERICAN POLYMER COMPANY



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

Bolt options



Machine Thread



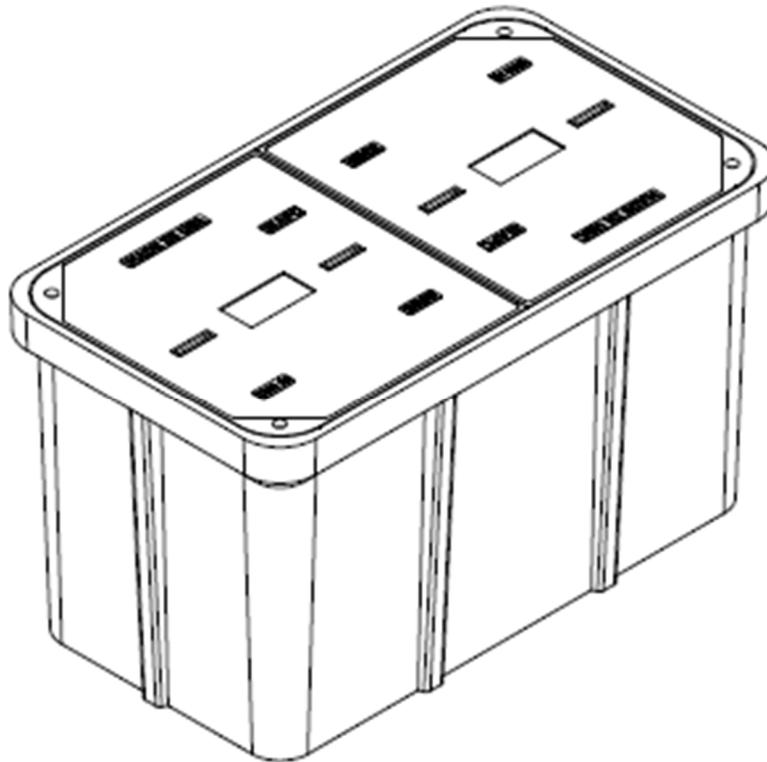
Auger Thread



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



AMERICAN POLYMER COMPANY



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

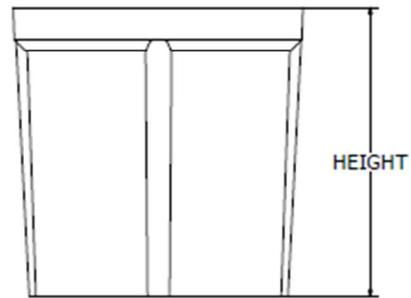
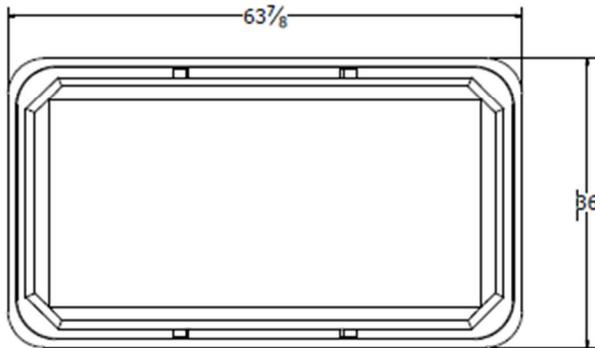
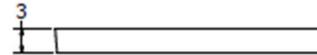
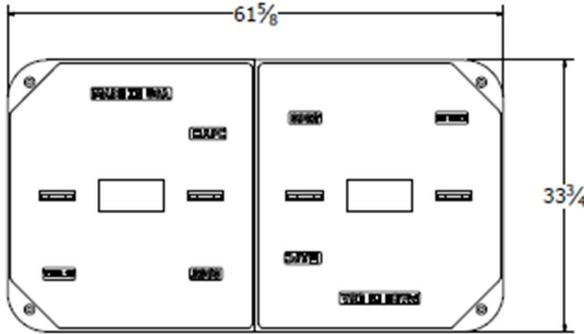


33"x60" PC UNIT, 2PC TIER 15/22

36" HEIGHT



AMERICAN POLYMER COMPANY



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

Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread



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

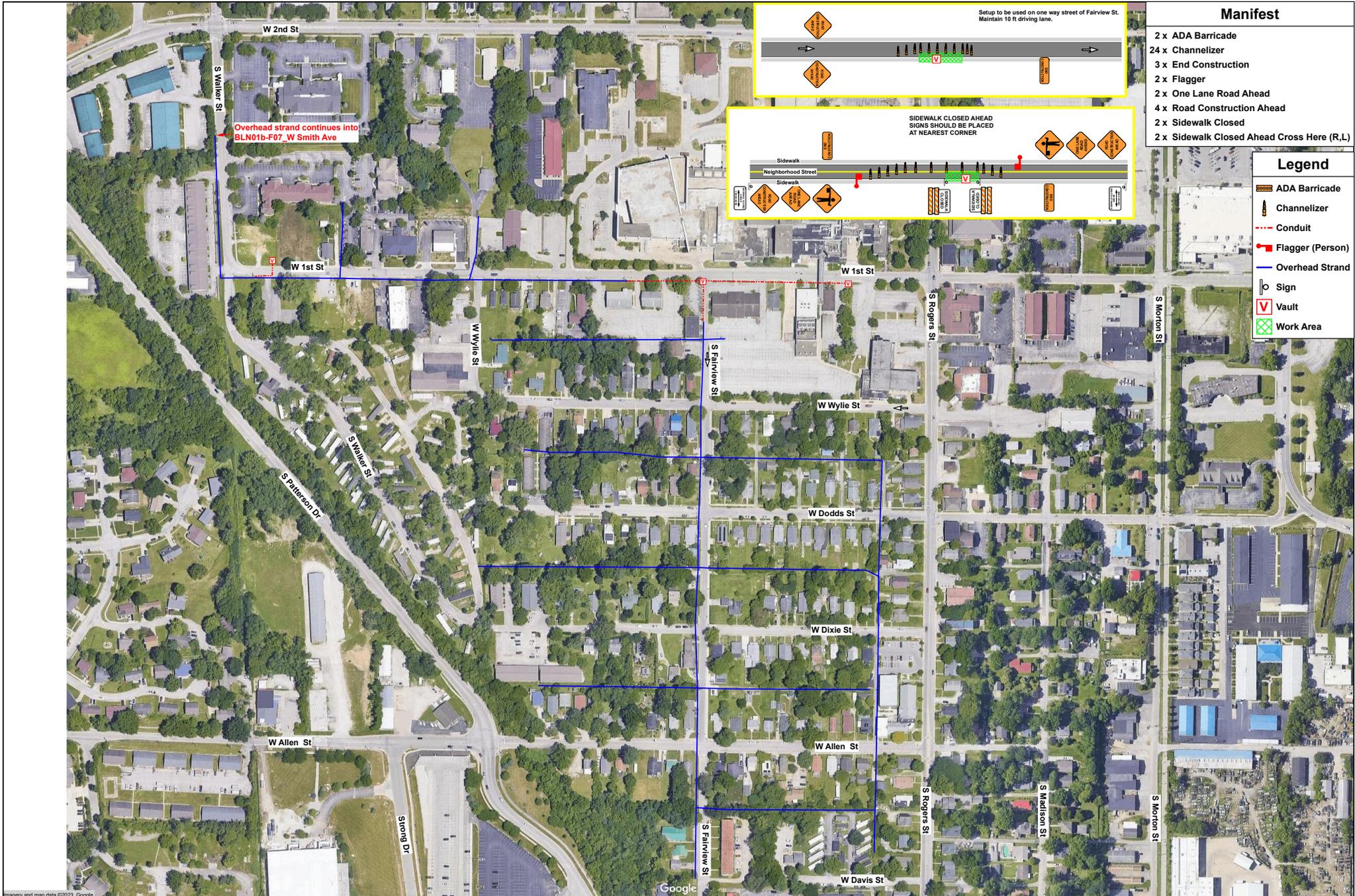
APPROVED/ACCEPTED BY:
ENGINEER, OWNER, or PRIME CONTRACTOR
 Check for Notice to Proceed.
BLN01b-F15_W Dixie St TCP1

Signature: _____

Company: _____

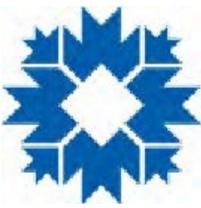
Date: 7/26/2023 **Project:** BLN01b-F15 W Dixie St TCP1 :
: **Traffic Control Suggestion For:** ATLANTIC ENGINEERING (AEG) :
By: Road Runner Safety Services, Inc. : Nathan

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



- Manifest**
- 2 x ADA Barricade
 - 24 x Channelizer
 - 3 x End Construction
 - 2 x Flagger
 - 2 x One Lane Road Ahead
 - 4 x Road Construction Ahead
 - 2 x Sidewalk Closed
 - 2 x Sidewalk Closed Ahead Cross Here (R,L)

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



CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

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

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

ROW EXCAVATION ROW USE

ADDRESS OF ROW ACTIVITY: W Dixie St

A. APPLICANT/AGENT INFORMATION:		D. TRAFFIC CONTROL DEVICES*:	
APPLICANT NAME: <u>Bret Simons</u>		<input checked="" type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD	
E-MAIL: <u>bret.simons@aeg.cc</u>		<input type="checkbox"/> LIGHTED BARRELS <input checked="" type="checkbox"/> TYPE 3 BARRICADES	
COMPANY: <u>Atlantic Engineering Group</u>		<input checked="" type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER	
ADDRESS: <u>P.O. Box 349</u>		*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED. See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet	
CITY, STATE, ZIP: <u>Buford, GA 30515</u>			
24-HR EMERGENCY CONTACT NAME: <u>(706)654-2298</u>		E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input type="checkbox"/> N	
24-HR CONTACT PHONE #: _____		IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436	
INSURANCE #*: <u>TB5-691-473497-082</u> COMPANY: <u>ACORD</u>		F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?	
BOND #*: <u>1160465</u> COMPANY: <u>LEXON</u>		PROJECT NAME: <u>BLN01b-F15 W Dixie St</u>	
*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED		PROJECT #: <u>BLN01b-F15 W Dixie St</u>	
SUBCONTRACTOR INFORMATION		PROJECT MGR.: <u>Lex Mullins</u>	
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)		PROJECT MGR. #: <u>215-847-8819</u>	
COMPANY NAME: _____		*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY	
B. WORK DESCRIPTION:		*IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY	
<input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE*		G. EXCAVATIONS:	
(EXPLAIN): <u>Excavation</u>		SQ FT OF PAVEMENT* EXCAVATIONS: <u>N/A</u>	
*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND		*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS	
C. RIGHT OF WAY TO BE USED/CLOSED:		SQ FT OF NON-PAVEMENT* EXCAVATIONS: <u>17 Sq Ft</u>	
STREET NAME 1: <u>W Dixie St</u>		*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE	
1ST INTERSECTING STREET NAME: _____		LINEAL FT OF BORE*: <u>873 Lineal Ft</u>	
2ND INTERSECTING STREET NAME: _____		*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS	
<input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>		# OF POLE INSTALLATIONS/REMOVAL: <u>N/A</u>	
<input checked="" type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		SQ FT OF SIDEWALK RECONSTRUCTION*: <u>N/A</u>	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED	
START DATE: <u>Aug 25</u> END DATE: _____ # OF DAYS*: <u>30</u>		SQ FT OF SIDEWALK NEW CONSTRUCTION*: <u>N/A</u>	
STREET NAME 2: _____		*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE	
1ST INTERSECTING STREET NAME: _____		#RESIDENTIAL DRIVEWAY INSTALLATION: <u>N/A</u>	
2ND INTERSECTING STREET NAME: _____		 <p>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. IT'S THE LAW.</p>	
<input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>			
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		H. INDEMNIFICATION AGREEMENT:	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.	
START DATE: _____ END DATE: _____ # OF DAYS*: _____		I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.	
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW		PRINT NAME: <u>Bret Simons</u>	
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM		SIGNATURE: <u>Bret Simons</u>	
STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/>		DATE: <u>7/26/2023</u>	
REQUESTED CLOSURE HOURS: _____ AM - _____ PM			
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process			
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)			

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



Board of Public Works Staff Report

Project/Event: Road Closure at S Rogers St and W 1st St
Staff Representative: Alex Gray
Petitioner/Representative: Centerpoint/Miller Pipeline
Date: August 15th, 2023

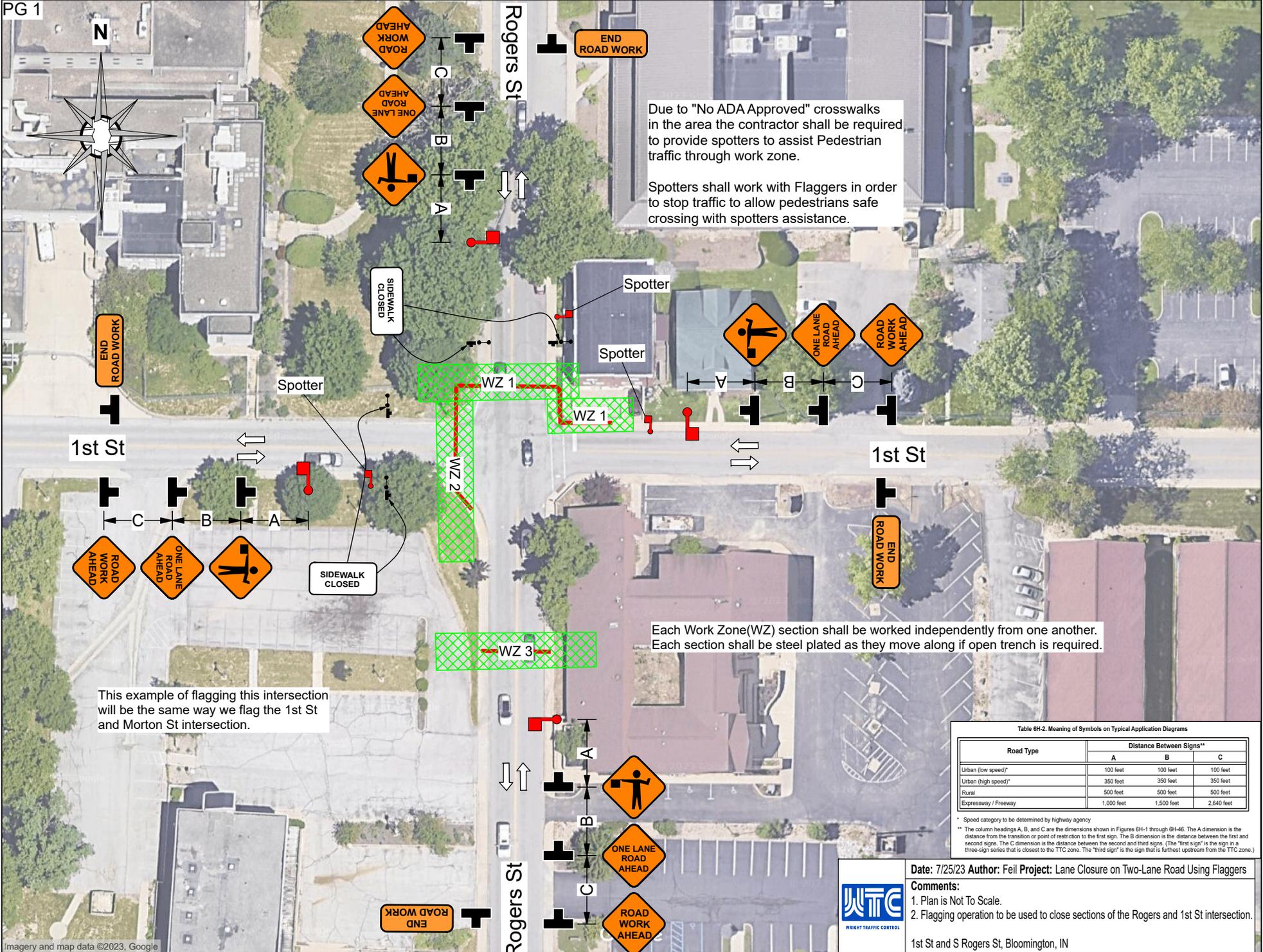
Report: Centerpoint is requesting a road closure at the S Rogers St and W 1st St intersection for gas relocation and improvements for the W 1st St and Hopewell projects. The road will be closed primarily on W 1st St on the east side of the intersection and will last for 4 days before transitioning into lane restrictions for the rest of the duration of the project. The project is expected to start on August 21st, 2023 and last for 6 weeks. Bloomington Transit has been contacted about the shift of bus route in the area and Miller Pipeline will notify local residents and businesses about the closure.

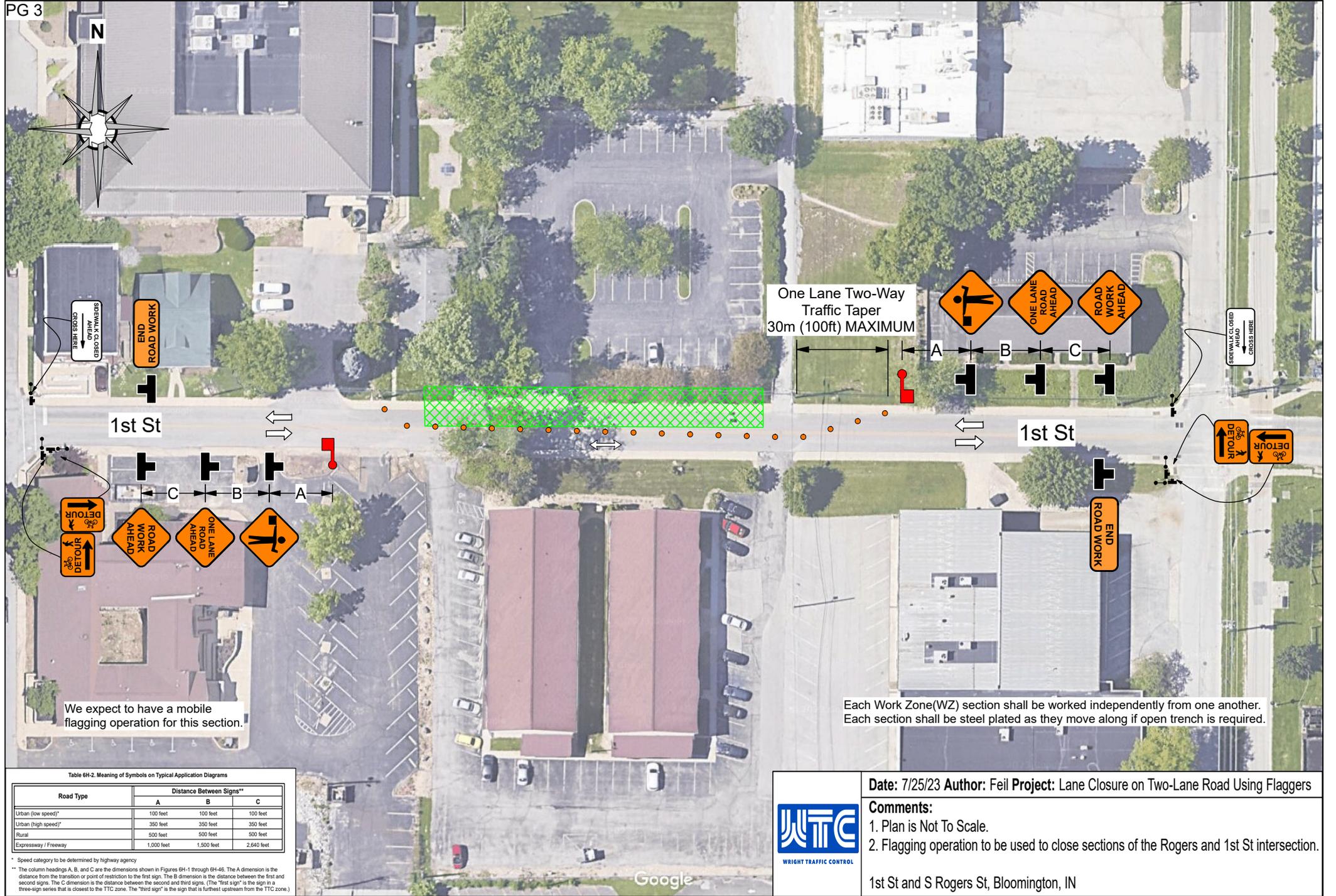


CenterPoint Energy proposes to replace gas main on 1st St from S Fairview St to S Morton St. This will also include S. Rodgers St at 1st St that requires two road crossings on Rodges St with a lane closure. Miller pipeline will be the contractor on this project. This project will require lane closures in various areas throughout the job site, and a street closure on 1st St from Rodgers To Morton St. Wright Traffic Control will be handling closure set up, sign placement, sidewalk closures and detour set up in these areas. This project will require us to open dig and bore in some sections of the site. Any ditches or open holes will be backfilled or plated every night for safety. We will be providing door hangers for all customers affected by this project. We have also walked the job site with representatives from the City of Bloomington. Case Construction will be the contractor responsible for all final hard surface repairs.

Regards,

General Foreman David Hudson





We expect to have a mobile flagging operation for this section.

Each Work Zone(WZ) section shall be worked independently from one another. Each section shall be steel plated as they move along if open trench is required.

Table 6H-2. Meaning of Symbols on Typical Application Diagrams

Road Type	Distance Between Signs**		
	A	B	C
Urban (low speed)*	100 feet	100 feet	100 feet
Urban (high speed)*	350 feet	350 feet	350 feet
Rural	500 feet	500 feet	500 feet
Expressway / Freeway	1,000 feet	1,500 feet	2,640 feet

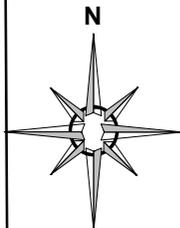
* Speed category to be determined by Highway agency
 ** The column headings A, B, and C are the dimensions shown in Figures 6H-1 through 6H-46. The A dimension is the distance from the transition or point of restriction to the first sign. The B dimension is the distance between the first and second signs. The C dimension is the distance between the second and third signs. (The "first sign" is the sign in a three-sign series that is closest to the TTC zone. The "third sign" is the sign that is furthest upstream from the TTC zone.)



Date: 7/25/23 Author: Feil Project: Lane Closure on Two-Lane Road Using Flaggers

- Comments:
1. Plan is Not To Scale.
 2. Flagging operation to be used to close sections of the Rogers and 1st St intersection.

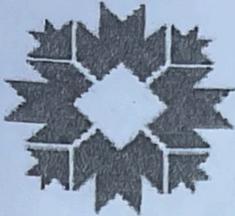
1st St and S Rogers St, Bloomington, IN



TRAFFIC CONTROL NOTES

1. ALL TRAFFIC CONTROL SHALL COMPLY WITH MUTCD MOST CURRENT VERSION.
2. PROVIDE SUBSTANTIAL PROTECTION AND MINIMIZE WORKER EXPOSURE TO TRAFFIC BY APPLYING POSITIVE PROTECTION DEVICES IN PRACTICAL WAYS. LONG-TERM PROJECTS (THREE DAYS OR LONGER) MAY WARRANT THE USE OF POSITIVE PROTECTION DEVICES SUCH AS CONCRETE TEMPORARY BARRIER, WHILE SHORT-TERM OPERATIONS MAY BE BETTER SERVED BY A TRUCK-MOUNTED ATTENUATOR (TMA). ALWAYS CONSIDER THE USE OF POSITIVE PROTECTION WHENEVER PRACTICAL.
3. PRIOR TO THE BEGINNING OF WORK OPERATIONS, EVALUATE ALL ASPECTS OF THE WORK AREA, INCLUDING SIGHT DISTANCE, TRAFFIC SPEED, VOLUME, ROAD APPROACHES, WORK DURATION, AND THE TYPE OF WORK ACTIVITY, BEFORE DECIDING ON A TRAFFIC CONTROL PLAN.
4. AFTER THE TRAFFIC CONTROL PLAN IS IMPLEMENTED, THE SUPERVISOR (I.E., THE PERSON(S) SUPERVISING THE ACTUAL WORK TASK(S) FOR WHICH THE TCP WAS IMPLEMENTED) MUST DRIVE THROUGH THE WORK AREA, AT THE ANTICIPATED SPEED OF THE MOTORISTS, TO DETERMINE THE EFFECTIVENESS OF THE PLAN AND MAKE ADJUSTMENTS AS APPROPRIATE. ADDITIONAL REVIEWS THROUGHOUT THE WORK SHIFT ARE RECOMMENDED TO ENSURE THAT TRAFFIC CONTROL DEVICES REMAIN IN PLACE. IT IS IMPORTANT FOR WORK OCCURRING DURING NIGHTTIME HOURS THAT THE DEVICES ARE REVIEWED TO ENSURE PROPER VISIBILITY.
5. WHENEVER THE TEMPORARY TRAFFIC CONTROL ZONE EXTENDS MORE THAN 2 MILES FROM THE FIRST ADVANCE WARNING SIGN, THE DEVICES NEED TO BE MOVED FORWARD IN ORDER TO MAINTAIN APPROPRIATE ADVANCE WARNING TO DRIVERS, ESPECIALLY IN URBAN AREAS WITH MULTIPLE INTERCHANGE RAMPS.
6. PLAN AHEAD FOR MANPOWER, EQUIPMENT, AND MATERIALS (SUCH AS SIGNS, CHANNELIZING DEVICES, PAVEMENT MARKING MATERIALS, ETC.) NEEDED FOR TRAFFIC CONTROL TO ADDRESS YOUR PLANNED WORK OPERATION AND WHENEVER POSSIBLE LOOK FOR OPPORTUNITIES TO COMBINE MULTIPLE WORK OPERATIONS WITHIN A TEMPORARY TRAFFIC CONTROL ZONE WITH THE AID OF THE REGION WORK ZONE DATABASE TO MINIMIZE IMPACT TO DRIVERS AND FOR MAXIMUM EFFICIENCY. THIS MAY INCLUDE REGION WIDE AND STATEWIDE CREWS THAT MAY HAVE A NEED TO WORK WITHIN YOUR MAINTENANCE AREA.
7. THE DISTANCES SHOWN ON THE TRAFFIC CONTROL PLANS ARE DESIRABLE MINIMUM REQUIREMENTS. DEVICE SPACING, BUFFER SPACE, AND SIGN SPACING MIGHT REQUIRE ADJUSTMENTS TO PROVIDE FOR SITE CONDITIONS SUCH AS DRIVEWAYS.
8. TRAFFIC CONTROL DEVICES ARE USED TO VISUALLY GUIDE DRIVERS THROUGH WORK ZONES. SIGNING, CHANNELIZING DEVICES, ARROW BOARDS, AND WARNING BEACONS ALL PROVIDE A MESSAGE TO THE DRIVER. WORK ZONE CREDIBILITY IS ESTABLISHED THROUGH THE PROPER AND CONSISTENT USE OF THESE DEVICES TO SEND CORRECT MESSAGES TO DRIVERS. POOR WORK ZONE CREDIBILITY HAS A DIRECT, NEGATIVE IMPACT ON WORK ZONE SAFETY BY CAUSING DRIVER CONFUSION, FRUSTRATION, AND DISRESPECT.
9. TRAFFIC DELAYS DUE TO WORK ZONE OPERATIONS MUST BE ANTICIPATED AND ADDRESSED APPROPRIATELY. EXCESSIVE DELAYS CONTRIBUTE TO WORK ZONE INCIDENTS OF ROAD RAGE OR CRASHES. TRAFFIC CAPACITY ISSUES MUST BE ADDRESSED WITH THE REGION TRAFFIC OFFICE PRIOR TO STARTING WORK. TRAFFIC SHOULD NOT BE ALLOWED TO BACK UP PAST THE ADVANCE WARNING SIGNS. SIGN LOCATIONS MAY NEED TO BE ADJUSTED TO FIT ACTUAL SITE CONDITIONS OR ADDITIONAL SIGNS ADDED TO THE SEQUENCE. USE OF ADVANCE WARNING SIGNS SUCH AS PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS) ARE RECOMMENDED.
10. TRAFFIC CONTROL DEVICES TO BE REMOVED AT END OF EACH WORK SHIFT.
11. NOTIFY BUS TRANSPORTATION SERVICE OF ANY CLOSURES.
12. MAINTAIN DRIVEWAY ACCESS TO BUSINESSES AT ALL TIMES.

Prepared by: Brian Feil 561 Wallace Rd Beaver Falls, PA 15010		 WRIGHT TRAFFIC CONTROL	Traffic Control Plan
			PAGE 2



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) 349-3423
Fax: (812) 349-3520
Email: planning@bloomington.in.gov

<p>A. APPLICANT/AGENT INFORMATION:</p> <p>APPLICANT NAME: <u>Miller Pipeline</u> E-MAIL: <u>David.Hudson@millerpipeline.com</u> COMPANY: <u>Miller Pipeline</u> ADDRESS: <u>1762 Graham Rd</u> CITY, STATE, ZIP: <u>Franklin In 46131</u> 24-HR EMERGENCY CONTACT NAME: <u>David Hudson</u> 24-HR CONTACT PHONE #: <u>317-509-1095</u> INSURANCE #*: <u>MWZY3420-20</u> COMPANY: <u>Old Republic</u> BOND #*: <u>105764323</u> COMPANY: <u>Travelers</u></p> <p><small>*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small></p> <p style="text-align: center;">**SUBCONTRACTOR INFORMATION**</p> <p>(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)</p> <p>COMPANY NAME: _____</p> <p>B. WORK DESCRIPTION:</p> <p><input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): _____</p> <p><small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small></p> <p>C. RIGHT OF WAY TO BE USED/CLOSED:</p> <p>STREET NAME 1: <u>W 1st St</u> 1ST INTERSECTING STREET NAME: <u>S. Rodgers St</u> 2ND INTERSECTING STREET NAME: _____</p> <p><input checked="" type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER</p> <p>TRANSIT STOP? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <small>**NON-METERED</small> START DATE: <u>9-4-23</u> END DATE: <u>9-8-23</u> # OF DAYS*: <u>5</u></p> <p>STREET NAME 2: <u>S. Rodgers St</u> 1ST INTERSECTING STREET NAME: <u>W 1st St</u> 2ND INTERSECTING STREET NAME: _____</p> <p><input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER</p> <p>TRANSIT STOP? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <small>**NON-METERED</small> START DATE: <u>8-28-23</u> END DATE: <u>9-1-23</u> # OF DAYS*: <u>5</u></p> <p><small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small></p> <p>STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> REQUESTED CLOSURE HOURS: <u>7:30</u> AM - <u>5:00</u> PM <small>*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)</small></p>	<p>D. TRAFFIC CONTROL DEVICES*:</p> <p><input checked="" type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD <input type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES <input checked="" type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER</p> <p><small>*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet</small></p> <p>E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <small>IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/ moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436</small></p> <p>F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT? PROJECT NAME: <u>1st St Public Improvement</u> PROJECT #: PROJECT MGR.: PROJECT MGR. #: <small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY</small></p> <p>G. EXCAVATIONS:</p> <p>SQ FT OF PAVEMENT* EXCAVATIONS: <u>25x3 75x 8.0x5</u> <small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small> SQ FT OF NON-PAVEMENT* EXCAVATIONS: <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: <small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small> # OF POLE INSTALLATIONS/REMOVAL: SQ FT OF SIDEWALK RECONSTRUCTION*: <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small> SQ FT OF SIDEWALK NEW CONSTRUCTION*: <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small> #RESIDENTIAL DRIVEWAY INSTALLATION:</p> <div style="text-align: center;">  <p>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.</p> </div> <p>H. INDEMNIFICATION AGREEMENT:</p> <p>The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.</p> <p>I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.</p> <p>PRINT NAME: <u>David Hudson</u> SIGNATURE: <u>[Signature]</u> DATE: <u>8-14-23</u></p>
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For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



Board of Public Works

Staff Report

Project/Event: Curry- Urban at E. 7th St. & Longview Ave.
Petitioner/Representative: Chris Junken – Shiel Sexton
Staff Representative: [Maria McCormick](#)
Date: August 15, 2023

Report:

The Petitioner is requesting lane and sidewalk closures along E. 7th St. & Longview Dr. from August 28 – August 30, 2023. This will allow for replacement of sidewalk and curb restoration as well as milling and repaving on 7th St. and Longview as part of completion of the Curry-Urban Apartment construction. The areas that will be milled and repaved are shaded in red on the attached site plan. They will be replacing 1,773 sq. ft. of roadway and restoring 36' of concrete curb and sidewalk.

REQUIREMENTS **Site and seedbed preparation:** Graded, and lime and fertilizer applied. **Plant Species:** Selected on the basis of soil type, soil pH, region of the state, time of year, and planned use of the area to be seeded (see Exhibit 3.12-C).

Mulch: Clean grain, straw, hay, wood, fibre, etc., to protect seedbed and encourage plant growth. The mulch may need to be anchored to reduce removal by wind or water, or erosion control blankets may be considered.

APPLICATION (Exhibit 3.12-B, C, and D) Permanently seed all final grade areas (e.g., landscape berms, drainage swales, erosion control structures, etc.) as each is completed and all areas where additional work is not scheduled for a period of more than a year.

SITE PREPARATION:
1. Install practices needed to control erosion, sedimentation, and runoff prior to seeding. These include temporary and permanent diversions, sediment traps and basins, silt fences, and straw bales (Practices 3.21, 3.22, 3.72, 3.73, 3.74, and 3.75).
2. Grade the site and fill in depressions that can collect water.
3. Add topsoil to achieve needed depth for establishment of vegetation (Practice 3.02).

SEEDING PREPARATION:
1. Test soil to determine pH and nutrient levels. (Contact your county SWCD or Cooperative Extension office for assistance and soils information, including available soil testing services).
2. If soil pH is unsuitable for the species to be seeded, apply lime according to test recommendations.
3. Fertilize as recommended by the soil test.
4. Till the soil to obtain a uniform seedbed, working the fertilizer and lime into the soil 2-4 in. deep with a disk or rake operated across the slope (Exhibit 3.12-5).

SEEDING
Optimum seeding dates are May 1-May 10 and Aug. 10-Sept. 30. Permanent seeding done between May 10 and Aug. 10 may need to be irrigated. As an alternative, use temporary seeding (Practice 3.11) until the preferred date for permanent seeding.
1. Select a seeding mixture and rate from Exhibit 3.12-C, based on site conditions, soil pH, intended land use, and expected level of maintenance.
2. Apply seed uniformly with a drill or outdragger-seeder (Exhibit 3.12-6) or by broadcasting, and cover to a depth of 1/4"-1/2" in.
3. If drilling or broadcasting, firm the seedbed with a roller or cultipacker.
4. Mutch all seeded areas (Practice 3.15). Consider using erosion blankets on sloping areas (Practice 3.17). (NOTE: If seeding is done with a hydroseeder, fertilizer and mulch can be applied with the seed in a slurry mixture).

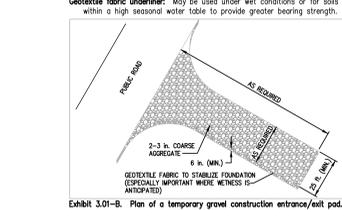
Exhibit 3.12-C. Permanent Seeding Requirements
This table provides several seeding options. Additional seed species and mixtures are available commercially. When selecting a mixture, consider site conditions, including soil properties (e.g., soil pH and drainage), slope aspect and the tolerance of each species to shade and droughtiness.

Seed species and mixtures	Rate per acre	Optimum soil pH
OPEN AND DISTURBED AREAS (REMAINING DLE MORE THAN 1 YR.)		
1. Perennial ryegrass	35 to 50 lbs.	5.6 to 7.0
+ white or ladino clover*	1 to 2 lbs.	
2. Kentucky bluegrass	20 lbs.	5.5 to 7.5
+ switchgrass	3 lbs.	
+ timothy	4 lbs.	
+ perennial ryegrass	10 lbs.	
+ white or ladino clover*	1 to 2 lbs.	
3. Perennial ryegrass	15 to 30 lbs.	5.6 to 7.0
+ prairie switch grass	15 to 30 lbs.	
4. Prairie switch grass	35 to 50 lbs.	5.5 to 7.5
+ ladino or white clover*	1 to 2 lbs.	
STEP BANKS AND CUTS, LOW MAINTENANCE AREAS (NOT MOWED)		
1. Prairie switch grass	35 to 50 lbs.	5.5 to 7.5
+ white or ladino clover*	1 to 2 lbs.	
2. Perennial ryegrass	35 to 50 lbs.	5.5 to 7.5
+ red clover*	10 to 20 lbs.	
(Recommended north of US 46)		
3. Orchardgrass	20 to 30 lbs.	5.6 to 7.0
+ red clover*	10 to 20 lbs.	
+ ladino clover*	1 to 2 lbs.	
LAWNS AND HIGH MAINTENANCE AREAS		
1. Bluegrass	105 to 150 lbs.	5.5 to 7.0
2. Perennial ryegrass (lurfi-type)	45 to 60 lbs.	5.6 to 7.0
+ bluegrass	70 to 90 lbs.	
3. Prairie switch grass (lurfi-type)	130 to 107 lbs.	5.5 to 7.5
+ bluegrass	20 to 30 lbs.	
CHANNELS AND AREAS OF CONCENTRATED FLOW		
1. Perennial ryegrass	100 to 150 lbs.	5.6 to 7.0
+ white or ladino clover*	1 to 2 lbs.	
2. Kentucky bluegrass	20 lbs.	5.5 to 7.5
+ switchgrass	3 lbs.	
+ timothy	4 lbs.	
+ perennial ryegrass	10 lbs.	
+ white or ladino clover*	1 to 2 lbs.	
3. Prairie switch grass	100 to 150 lbs.	5.5 to 7.5
+ ladino or white clover*	1 to 2 lbs.	
4. Prairie switch grass	100 to 150 lbs.	5.5 to 7.5
+ Perennial ryegrass	15 to 20 lbs.	
+ Kentucky bluegrass	15 to 20 lbs.	

* For best results: (a) legume seed should be inoculated; (b) seeding mixtures containing legumes should preferably be spring-seeded, although the grass may be fall-seeded and the legume frost-seeded (Practice 3.15); and (c) if legumes are fall-seeded, do so in early fall.
NOTE: An oat or wheat companion or nurse crop may be used with any of the above permanent seeding mixtures, if so, it is best to seed during the fall seeding period, especially after Sept. 15, and at the following rates: spring oats-1.4 to 3/4 bu./acre; wheat-1.0 to 1/2 bu./acre.

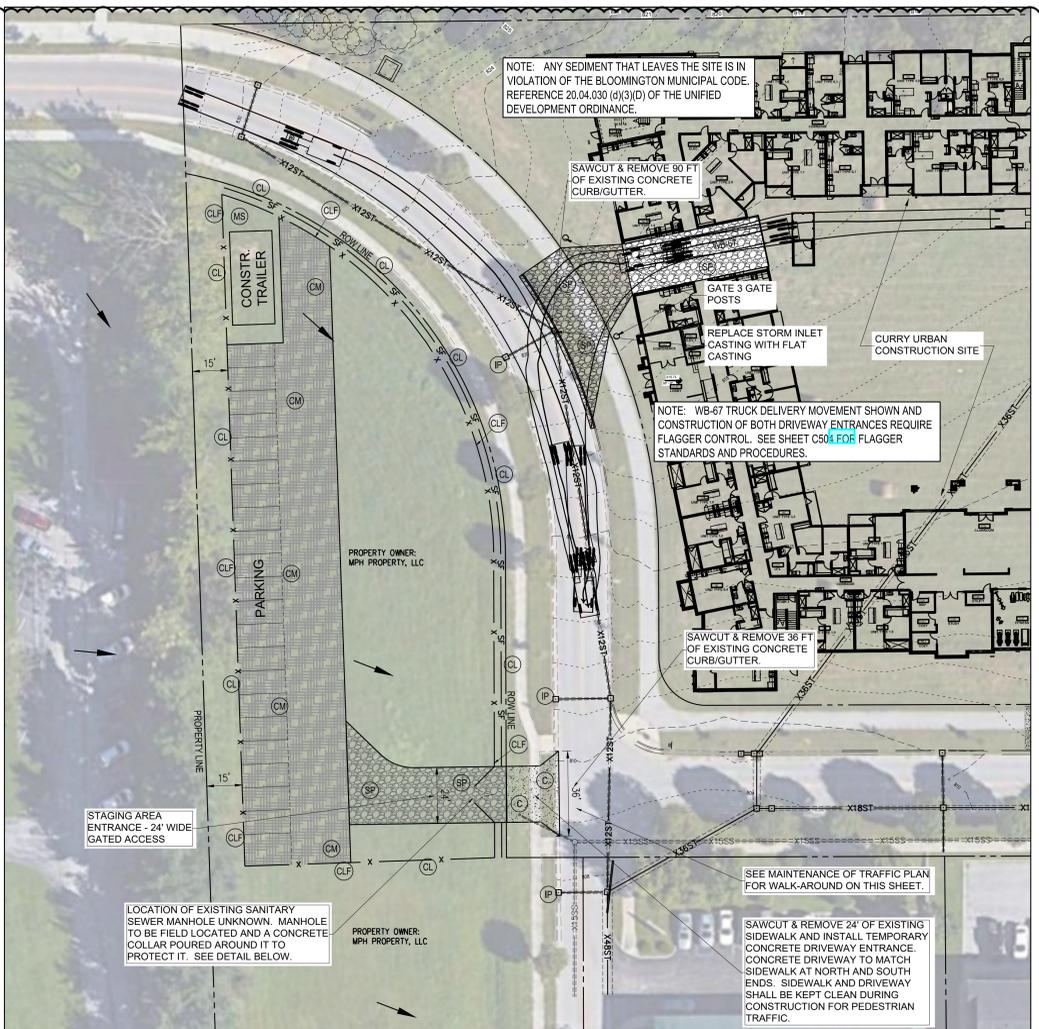
MAINTENANCE
* Inspect periodically, especially after storm events, until the stand is successfully established. (Characteristics of a successful stand include: vigorous dark green or bluish-green seedlings; uniform density with nurse plants, legumes, and grasses well inter-mixed; green leaves; and the perennials remaining green throughout the summer, at least at the plant base).
* Plan to add fertilizer the following growing season according to soil test recommendations.
* Repair damaged, bare or sparse areas by filling any gullies, re-fertilizing, over- or re-seeding, and mulching.
* If plant cover is sparse or patchy, review the plant materials chosen, soil fertility, moisture condition, and mulching; then repair the affected area either by over-seeding or by re-seeding and mulching after re-preparing the seedbed.
* If vegetation fails to grow, consider soil testing to determine acidity or nutrient deficiency problems. (Contact your SWCD or Cooperative Extension office for assistance).
* If additional fertilization is needed to get a satisfactory stand, do so according to soil test recommendations.

SP PRACTICE 3.01 TEMPORARY GRAVEL CONSTRUCTION ENTRANCE/EXIT PAD
PURPOSE
* To provide a stable entrance/exit condition from the construction site.
* To keep mud and sediment off public roads.
REQUIREMENTS (Exhibit 3.01-B)
Material: 2-3 in. washed stone (NDOT CA No. 2) over a stable foundation.
Thickness: 6 in. minimum.
Width: 25 ft. minimum or full width of entrance/exit roadway, whichever is greater.
Length: As required to fit the site.
Washing facility (optional): Level area with 3 in. washed stone minimum or a commercial rock, and waste water diverted to a sediment trap or basin (Practice 3.23).
Geotextile fabric underliner: May be used under wet conditions or for soils within a high seasonal water table to provide greater bearing strength.

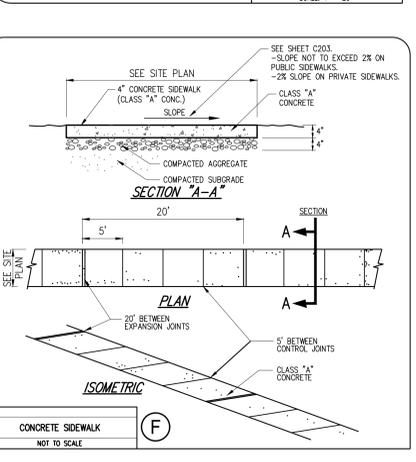
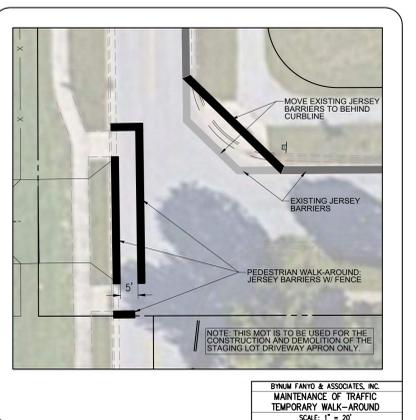


INSTALLATION (Exhibit 3.01-C)
1. Avoid locating on steep slopes or at curves in public roads.
2. Remove all vegetation and other objectionable material from the foundation area, and grade and crown for positive drainage.
3. If slope towards the road exceeds 2%, construct a 6-8 in.-high water bar (ridge) with 3:1 side slopes across the foundation area about 15 ft. from the entrance to divert runoff away from the road (Practice 3.24) (see Exhibit 3.01-C).
4. Install pipe under the pad if needed to maintain proper public road drainage.
5. If wet conditions are anticipated, place geotextile fabric on the graded foundation to improve stability.
6. Place stone to dimensions and grade shown in the erosion/sediment control plan, leaving the surface smooth and sloped for drainage.
7. Divert all surface runoff and drainage from the stone pad to a sediment trap or basin.

MAINTENANCE Exhibit 3.01-C. Temporary construction entrance/exit pad with diversion ridge where grade exceeds 2%.
* Inspect entrance pad and sediment disposal area weekly and after storm events or heavy use.
* Reshape pad as needed for drainage and runoff control.
* Top dress with clean stone as needed.
* Immediately remove mud and sediment tracked or washed onto public roads by brushing or sweeping. Flushing should only be used if the water is conveyed into a sediment trap or basin.
* Repair any broken road pavement immediately.



STAGING LOT PLAN (CONSTRUCTION TRAILER & PARKING)
NOTES:
1. THERE SHALL BE NO TOPSOIL STOCKPIILING ON THIS PROPERTY.
2. ONLY PARKING SERVING THE CONSTRUCTION TRAILER IS ALLOWED ON THIS PROPERTY.
3. STORAGE ON THIS PROPERTY SHALL BE ACCESSED INFREQUENTLY TO REDUCE SAFETY HAZARDS TO PEDESTRIANS.

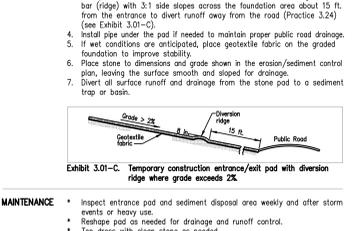
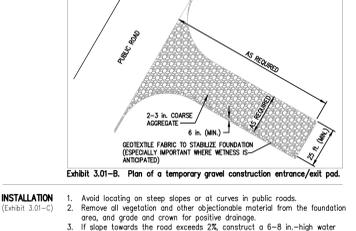
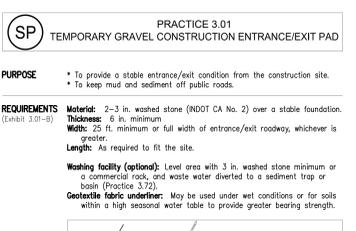
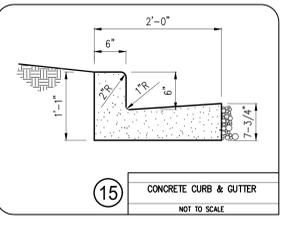
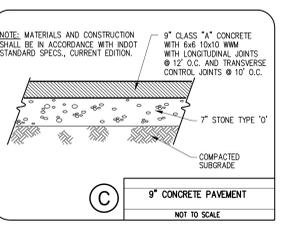
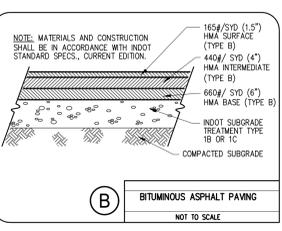


CM SIGNAROAD

MODULE SIZE	ACTUAL
	6.8' L x 10' W x 2.5" H (68 RT) 2 m x 3 m x 6.4 cm (6 m)
USABLE PLATFORM	6' L x 9.3' W x 2.5" H (55.8 RT) 1.9 m x 2.8 m x 6.4 cm (5.3 m)
WEIGHT	496 lbs 225 kg
COLOR	Beige
MATERIAL	High-Density Polyethylene (HDPE) with special impact modifiers that incorporate UV resistance and anti-static properties.
WEIGHT LOADING	400 psi, depending on subsurface conditions.
FLAMMABILITY RESISTANCE	UL94HB
CONNECTION SYSTEM	Proprietary, self-aligning, composite cam lock system connects the overlapping flange from adjacent mats with a simple twist of a standard hex key.
SHIPPING INFO	U.S. standard 48 ft. flatbed truck: 90 mats 40ft ISO shipping container: 90 mats U.K. lorry/EU trucks: up to 120 mats.

USE SIGNATURE SYSTEMS GROUP BRAND SIGNAROAD SERIES PORTABLE ROADWAY

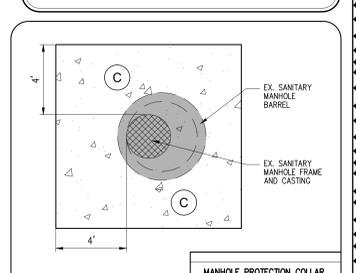
signature-systems.com



MAINTENANCE
* Inspect entrance pad and sediment disposal area weekly and after storm events or heavy use.
* Reshape pad as needed for drainage and runoff control.
* Top dress with clean stone as needed.
* Immediately remove mud and sediment tracked or washed onto public roads by brushing or sweeping. Flushing should only be used if the water is conveyed into a sediment trap or basin.
* Repair any broken road pavement immediately.

GENERAL LEGEND

CL	CONSTRUCTION LIMITS
SF	SILTATION FENCE (TEMPORARY)
15	CONCRETE CURB & GUTTER (PERMANENT)
B	ASPHALT PAVEMENT (PERMANENT)
C	REINFORCED CONCRETE PAVEMENT (TEMPORARY)
CLF	8 FT TALL CHAINLINK FENCE (TEMPORARY)
CM	CONSTRUCTION TRACING MAT (TEMPORARY)
F	SIDEWALK (PERMANENT)
IP	INLET PROTECTION (TEMPORARY)
MS	MULCH SEEDING/LANDSCAPING - AREAS TO BE TEMPORARILY SEEDED AS REQUIRED. FOR FINAL OR PERMANENT TREATMENT SEE "L" SERIES SHEETS.
SP	STONE PAD CONSTRUCTION ENTRANCE (TEMPORARY)
	DRAINAGE PATTERN (FLOW DIRECTION)



NOTE TO CONTRACTOR
CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS & DEPTHS AND NOTIFY ENGINEER OF ANY INACCURACIES IN LOCATION OR ELEVATION OR ANY CONFLICTS PRIOR TO & AFTER ANY EXCAVATION. NO PAYMENT SHALL BE MADE TO CONTRACTOR FOR UTILITY DESTRUCTION OR UNDERGROUND CHANGES REQUIRED DUE TO CONFLICTING ELEVATIONS.

PRACTICE 3.12 PERMANENT SEEDING

REQUIREMENTS **Site and seedbed preparation:** Grade, and lime and fertilizer applied. **Plant Species:** Selected on the basis of soil type, soil pH, region of the state, time of year, and planned use of the area to be seeded (see Exhibit 3.12-C). **Mulch:** Clean grain, straw, hay, wood, fibre, etc., to protect seeded and encourage plant growth. The mulch may need to be anchored to reduce removal by wind or water, or erosion control blankets may be considered.

APPLICATION (Exhibit 3.12-B, C, and D) Permanently seed all final grade areas (e.g., landscape berms, drainage swales, erosion control structures, etc.) as each is completed and all areas where additional work is not scheduled for a period of more than a year.

SITE PREPARATION:

1. Install practices needed to control erosion, sedimentation, and runoff prior to seeding. These include temporary and permanent diversions, sediment traps and basins, silt fences, and straw bale dams (Practices 3.21, 3.22, 3.72, 3.73, 3.74, and 3.75).
2. Grade the site and fill in depressions that can collect water.
3. Add topsoil to achieve needed depth for establishment of vegetation (Practice 3.02).

SEEDBED PREPARATION:

1. Test soil to determine pH and nutrient levels. (Contact your county SWCD or Cooperative Extension office for assistance and soils information, including available soil testing services.)
2. If soil pH is unsuitable for the species to be seeded, apply lime according to test recommendations.
3. Fertilize as recommended by the soil test.
4. Till the soil to obtain a uniform seedbed, working the fertilizer and lime into the soil 2-4 in. deep with a disk or rake operated across the slope (Exhibit 3.12-B).

SEEDING: Optimum seeding dates are Mar. 1-May 10 and Aug. 10-Sept. 30. Permanent seeding done between May 10 and Aug. 10 may need to be irrigated. As an alternative, use temporary seeding (Practice 3.11) until the preferred date for permanent seeding.

1. Select a seeding mixture and rate from Exhibit 3.12-C, based on site conditions, soil pH, intended land use, and expected level of maintenance.
2. Apply seed uniformly with a drill or cultipacker-seeder (Exhibit 3.12-D) or by broadcasting, and cover to a depth of 1/4-1/2 in.
3. If drilling or broadcasting, firm the seedbed with a roller or cultipacker.
4. Mulch all seeded areas (Practice 3.15). Consider using erosion blankets on sloping areas (Practice 3.17). (NOTE: If seeding is done with a hydroseeder, fertilizer and mulch can be applied with the seed in a slurry mixture.)

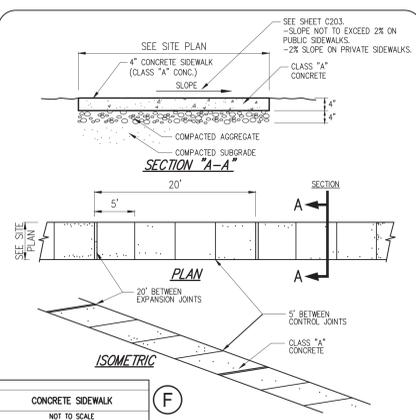
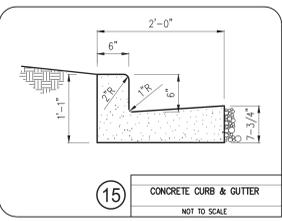


Exhibit 3.12-C. Permanent Seeding Requirements

This table provides several seeding options. Additional seed species and mixtures are available commercially. When selecting a mixture, consider site conditions, including soil properties (e.g., soil pH and drainage), slope aspect and the tolerance of each species to shade and droughtiness.

Seed species and mixtures	Rate per acre	Optimum soil pH
OPEN AND DISTURBED AREAS (REMAINING IDLE MORE THAN 1 YR.)		
1. Perennial ryegrass	35 to 50 lbs.	5.6 to 7.0
+ white or ladino clover*	1 to 2 lbs.	
2. Kentucky bluegrass	20 lbs.	5.5 to 7.5
+ switchgrass	3 lbs.	
+ timothy	4 lbs.	
+ perennial ryegrass	10 lbs.	
+ white or ladino clover*	1 to 2 lbs.	
3. Perennial ryegrass	15 to 30 lbs.	5.6 to 7.0
+ prairie switch grass	15 to 30 lbs.	
4. Prairie switch grass	35 to 50 lbs.	5.5 to 7.5
+ ladino or white clover*	1 to 2 lbs.	
STEEP BANKS AND CUTS, LOW MAINTENANCE AREAS (NOT MOWED)		
1. Prairie switch grass	35 to 50 lbs.	5.5 to 7.5
+ white or ladino clover*	1 to 2 lbs.	
2. Prairie switch grass	35 to 50 lbs.	5.5 to 7.5
+ red clover*	10 to 20 lbs.	
<i>(Recommended north of US 46)</i>		
3. Cramgrass	20 to 30 lbs.	5.6 to 7.0
+ red clover*	10 to 20 lbs.	
+ ladino clover*	1 to 2 lbs.	
LIMBS AND HIGH MAINTENANCE AREAS		
1. Bluegrass	105 to 150 lbs.	5.5 to 7.0
2. Perennial ryegrass (turf-type)	45 to 60 lbs.	5.6 to 7.0
+ bluegrass	70 to 90 lbs.	
3. Prairie switch grass (turf-type)	130 to 107 lbs.	5.5 to 7.5
+ bluegrass	20 to 30 lbs.	
CHANNELS AND AREAS OF CONCENTRATED FLOW		
1. Perennial ryegrass	100 to 150 lbs.	5.6 to 7.0
+ white or ladino clover*	1 to 2 lbs.	
2. Kentucky bluegrass	20 lbs.	5.5 to 7.5
+ switchgrass	3 lbs.	
+ timothy	4 lbs.	
+ perennial ryegrass	10 lbs.	
+ white or ladino clover*	1 to 2 lbs.	
3. Prairie switch grass	100 to 150 lbs.	5.5 to 7.5
+ ladino or white clover*	1 to 2 lbs.	
4. Prairie switch grass	100 to 150 lbs.	5.5 to 7.5
+ Perennial ryegrass	15 to 20 lbs.	
+ Kentucky bluegrass	15 to 20 lbs.	

* For best results: (a) legume seed should be inoculated; (b) seeding mixtures containing legumes should preferably be spring-seeded, although the grass may be fall-seeded and the legume frost-seeded (Practice 3.13); and (c) if legumes are fall-seeded, do so in early fall.

NOTE: An oat or wheat companion or nurse crop may be used with any of the above permanent seeding mixtures. If so, it is best to seed during the fall seeding period, especially after Sept. 15, and at the following rates: spring oats-1.4 to 3/4 bu./acre; wheat-no more than 1/2 bu./acre.

MAINTENANCE

- Inspect periodically, especially after storm events, until the stand is successfully established. (Characteristics of a successful stand include: vigorous dark green or bluish-green seedlings; uniform density with nurse plants, legumes, and grasses well inter-mixed; green leaves; and the perennials remaining green throughout the summer, at least at the plant base.)
- Plan to add fertilizer the following growing season according to soil test recommendations.
- Repair damaged, bare or sparse areas by filling any gullies, re-fertilizing, over- or re-seeding, and mulching.
- If plant cover is sparse or patchy, review the plant materials chosen, soil fertility, moisture condition, and mulching; then repair the affected area either by over-seeding or by re-seeding and mulching after re-preparing the seedbed.
- If vegetation fails to grow, consider soil testing to determine acidity or nutrient deficiency problems. (Contact your SWCD or Cooperative Extension office for assistance.)
- If additional fertilization is needed to get a satisfactory stand, do so according to soil test recommendations.



REQUIREMENTS **Site and seedbed preparation:** Graded, and lime and fertilizer applied. **Plant Species:** Selected on the basis of soil type, soil pH, region of the state, time of year, and planned use of the area to be seeded (see Exhibit 3.12-C).

Mulch: Clean grain, straw, hay, wood, fibre, etc., to protect seedbed and encourage plant growth. The mulch may need to be anchored to reduce removal by wind or water, or erosion control blankets may be considered.

APPLICATION (Exhibit 3.12-B, C, and D) Permanently seed all final grade areas (e.g., landscape berms, drainage swales, erosion control structures, etc.) as each is completed and all areas where additional work is not anticipated for a period of more than a year.

SITE PREPARATION:
1. Install practices needed to control erosion, sedimentation, and runoff prior to seeding. These include temporary and permanent diversions, sediment traps and basins, silt fences, and straw bales (Practices 3.21, 3.22, 3.72, 3.73, 3.74, and 3.75).
2. Grade the site and fill in depressions that can collect water.
3. Add topsoil to achieve needed depth for establishment of vegetation (Practice 3.02).

SEEDING PREPARATION:
1. Test soil to determine pH and nutrient levels. (Contact your county SWCD or Cooperative Extension office for assistance and soils information, including available soil testing services.)
2. If soil pH is unsuitable for the species to be seeded, apply lime according to test recommendations.
3. Fertilize as recommended by the soil test.
4. Till the soil to obtain a uniform seedbed, working the fertilizer and lime into the soil 2-4 in. deep with a disk or rake operated across the slope (Exhibit 3.12-5).

SEEDING
Optimum seeding dates are May 1-May 10 and Aug. 10-Sept. 30. Permanent seeding done between May 10 and Aug. 10 may need to be irrigated. As an alternative, use temporary seeding (Practice 3.11) until the preferred date for permanent seeding.
1. Select a seeding mixture and rate from Exhibit 3.12-C, based on site conditions, soil pH, intended land use, and expected level of maintenance.
2. Apply seed uniformly with a drill or outspreader-seeder (Exhibit 3.12-6) or by broadcasting, and cover to a depth of 1/4"-1/2" in.
3. If drilling or broadcasting, firm the seedbed with a roller or cultipacker.
4. Mutch all seeded areas (Practice 3.15). Consider using erosion blankets on sloping areas (Practice 3.17). (NOTE: If seeding is done with a hydroseeder, fertilizer and mulch can be applied with the seed in a slurry mixture.)

Exhibit 3.12-C. Permanent Seeding Requirements
This table provides several seeding options. Additional seed species and mixtures are available commercially. When selecting a mixture, consider site conditions, including soil properties (e.g., soil pH and drainage), slope aspect and the tolerance of each species to shade and droughtiness.

Seed species and mixtures	Rate per acre	Optimum soil pH
1. Perennial ryegrass + white or ladino clover*	35 to 50 lbs. 1 to 2 lbs.	5.6 to 7.0
2. Kentucky bluegrass + switchgrass + timothy + perennial ryegrass + white or ladino clover*	20 lbs. 3 lbs. 4 lbs. 10 lbs. 1 to 2 lbs.	5.5 to 7.5
3. Perennial ryegrass + prairie switch grass + ladino or white clover**	15 to 30 lbs. 15 to 30 lbs. 1 to 2 lbs.	5.6 to 7.0 5.5 to 7.5
4. Prairie switch grass + ladino or white clover**	15 to 30 lbs. 1 to 2 lbs.	5.5 to 7.5

STEP BANGS AND CUTS, LOW MAINTENANCE AREAS (NOT MOWED)
1. Prairie switch grass 35 to 50 lbs.
+ white or ladino clover* 1 to 2 lbs.
2. Prairie switch grass 35 to 50 lbs.
+ red clover* 10 to 20 lbs.
(Recommended north of US 40)
3. Orchardgrass 20 to 30 lbs.
+ red clover* 10 to 20 lbs.
+ ladino clover** 1 to 2 lbs.

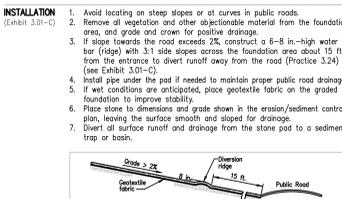
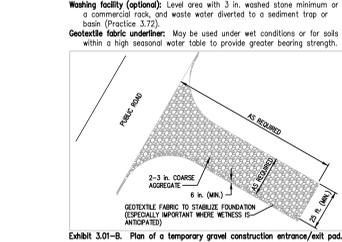
LAWNS AND HIGH MAINTENANCE AREAS
1. Bluegrass 105 to 150 lbs.
2. Perennial ryegrass (lurfi-type) 45 to 60 lbs.
+ bluegrass 70 to 90 lbs.
3. Prairie switch grass (lurfi-type) 130 to 107 lbs.
+ bluegrass 20 to 30 lbs.

CHANNELS AND AREAS OF CONCENTRATED FLOW
1. Perennial ryegrass 100 to 150 lbs.
+ white or ladino clover* 1 to 2 lbs.
2. Kentucky bluegrass 20 lbs.
+ switchgrass 3 lbs.
+ timothy 4 lbs.
+ perennial ryegrass 10 lbs.
+ white or ladino clover* 1 to 2 lbs.
3. Prairie switch grass 100 to 150 lbs.
+ ladino or white clover** 1 to 2 lbs.
4. Prairie switch grass 100 to 150 lbs.
+ Perennial ryegrass 15 to 20 lbs.
+ Kentucky bluegrass 15 to 20 lbs.

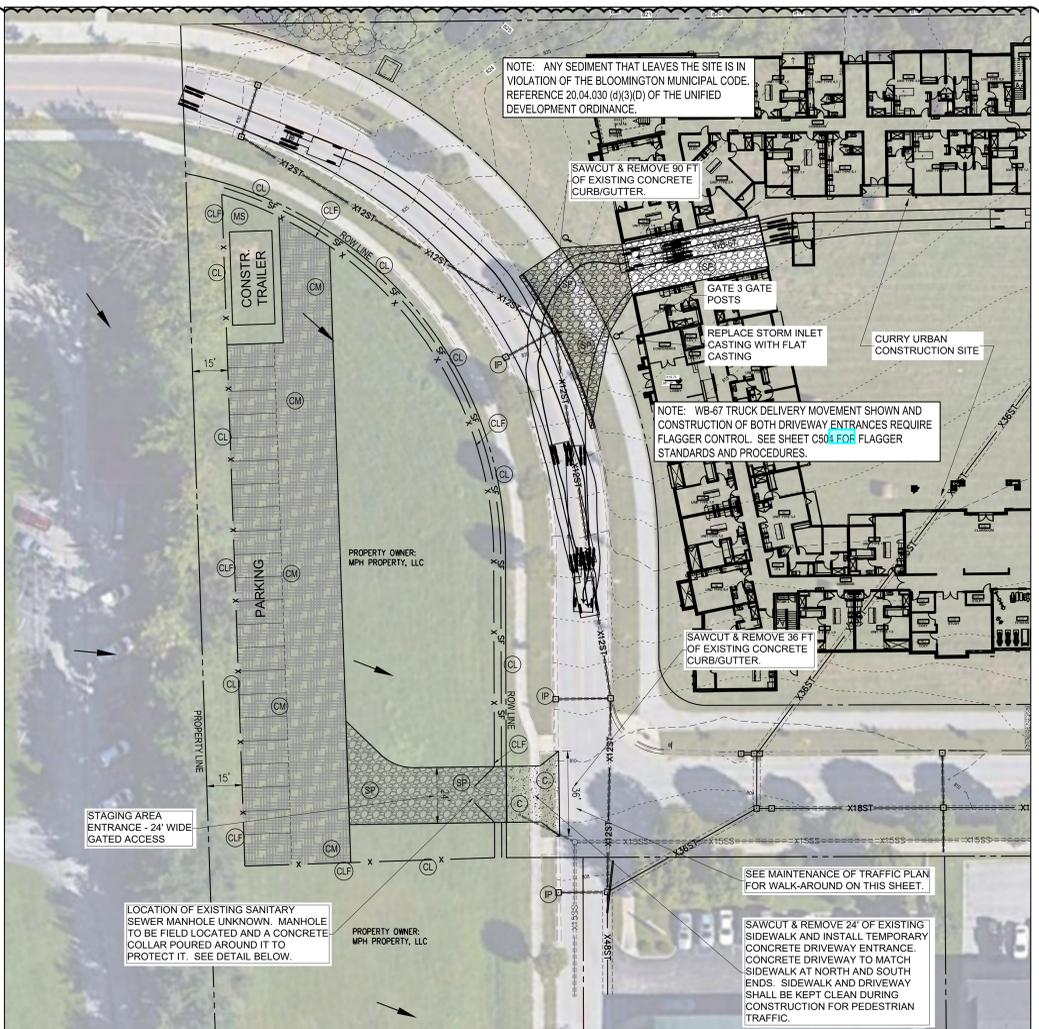
* For best results: (a) legume seed should be inoculated; (b) seeding mixtures containing legumes should preferably be spring-seeded, although the grass may be fall-seeded and the legume frost-seeded (Practice 3.13); and (c) if legumes are fall-seeded, do so in early fall.
NOTE: An oat or wheat companion or nurse crop may be used with any of the above permanent seeding mixtures, if so, it is best to seed during the fall seeding period, especially after Sept. 15, and at the following rates: spring oats-1.4 to 3/4 bu./acre; wheat-no more than 1/2 bu./acre.

MAINTENANCE
* Inspect periodically, especially after storm events, until the stand is successfully established. (Characteristics of a successful stand include vigorous dark green or bluish-green seedlings; uniform density with nurse plants, legumes, and grasses well inter-mixed; green leaves; and the perennials remaining green throughout the summer, at least at the plant base.)
* Plan to add fertilizer the following growing season according to soil test recommendations.
* Repair damaged, bare or sparse areas by filling any gullies, re-fertilizing, over- or re-seeding, and mulching.
* If plant cover is sparse or patchy, review the plant materials chosen, soil fertility, moisture condition, and mulching; then repair the affected area either by over-seeding or by re-seeding and mulching after re-preparing the seedbed.
* If vegetation fails to grow, consider soil testing to determine acidity or nutrient deficiency problems. (Contact your SWCD or Cooperative Extension office for assistance.)
* If additional fertilization is needed to get a satisfactory stand, do so according to soil test recommendations.

SP PRACTICE 3.01 TEMPORARY GRAVEL CONSTRUCTION ENTRANCE/EXIT PAD
PURPOSE * To provide a stable entrance/exit condition from the construction site. * To keep mud and sediment off public roads.
REQUIREMENTS (Exhibit 3.01-B) **Material:** 2-3 in. washed stone (NDOT CA No. 2) over a stable foundation. **Thickness:** 6 in. minimum. **Width:** 25 ft. minimum or full width of entrance/exit roadway, whichever is greater. **Length:** As required to fit the site. **Washing facility (optional):** Level area with 3 in. washed stone minimum or a commercial rock, and waste water diverted to a sediment trap or basin (Practice 3.23). **Geotextile fabric underliner:** May be used under wet conditions or for soils within a high seasonal water table to provide greater bearing strength.

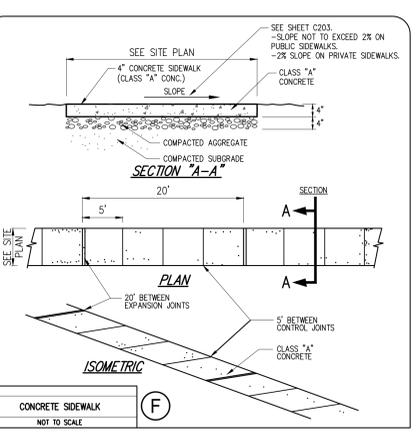
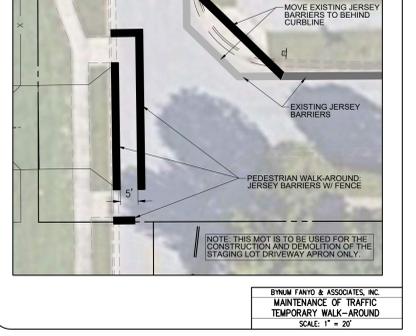


MAINTENANCE
* Inspect entrance pad and sediment disposal area weekly and after storm events or heavy use.
* Reshape pad as needed for drainage and runoff control.
* Top dress with clean stone as needed.
* Immediately remove mud and sediment tracked or washed onto public roads by brushing or sweeping. Flushing should only be used if the water is conveyed into a sediment trap or basin.
* Repair any broken road pavement immediately.



STAGING LOT PLAN (CONSTRUCTION TRAILER & PARKING)

NOTES:
1. THERE SHALL BE NO TOPSOIL STOCKPIILING ON THIS PROPERTY.
2. ONLY PARKING SERVING THE CONSTRUCTION TRAILER IS ALLOWED ON THIS PROPERTY.
3. STORAGE ON THIS PROPERTY SHALL BE ACCESSED INFREQUENTLY TO REDUCE SAFETY HAZARDS TO PEDESTRIANS.



CM SIGNAROAD

MODULE SIZE	ACTUAL 6.8' L x 10' W x 2.5" H (68 RT) 2 m x 3 m x 6.4 cm (6 m)
WEIGHT	496 lbs 225 kg
COLOR	Beige
MATERIAL	High-Density Polyethylene (HDPE) with special impact modifiers that incorporate UV resistance and anti-static properties.
WEIGHT LOADING	400 psi, depending on subsurface conditions.
FLAMMABILITY RESISTANCE	UL94HB
CONNECTION SYSTEM	Proprietary, self-aligning, composite cam lock system connects the overlapping flange from adjacent mats with a simple twist of a standard hex key.
SHIPPING INFO	U.S. standard 48 ft. flatbed truck: 90 mats 40ft ISO shipping container: 90 mats U.K. lorry/EU trucks: up to 120 mats.

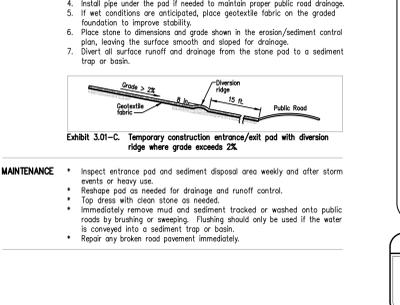
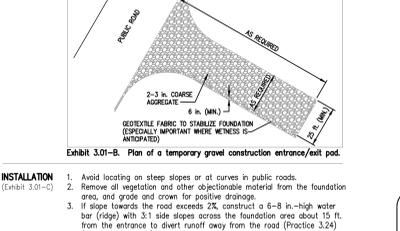
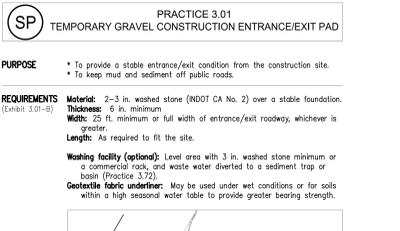
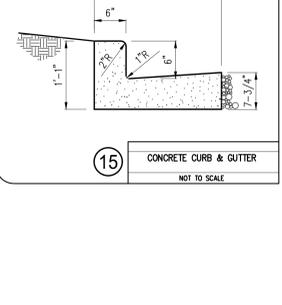
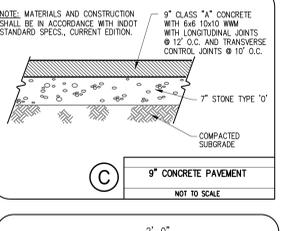
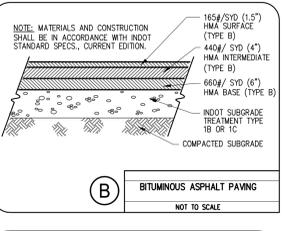
USE SIGNATURE SYSTEMS GROUP BRAND SIGNAROAD SERIES PORTABLE ROADWAY

SIGNATURE SYSTEMS



STAGING LOT RESTORATION PLAN

NOTES:
1. THERE SHALL BE NO TOPSOIL STOCKPIILING ON THIS PROPERTY.
2. ONLY PARKING SERVING THE CONSTRUCTION TRAILER IS ALLOWED ON THIS PROPERTY.
3. STORAGE ON THIS PROPERTY SHALL BE ACCESSED INFREQUENTLY TO REDUCE SAFETY HAZARDS TO PEDESTRIANS.



GENERAL LEGEND

CL	CONSTRUCTION LIMITS
SF	SILTATION FENCE (TEMPORARY)
15	CONCRETE CURB & GUTTER (PERMANENT)
B	ASPHALT PAVEMENT (PERMANENT)
C	REINFORCED CONCRETE PAVEMENT (TEMPORARY)
CLF	8 FT TALL CHAINLINK FENCE (TEMPORARY)
CM	CONSTRUCTION TRACING MAT (TEMPORARY)
F	SIDEWALK (PERMANENT)
IP	INLET PROTECTION (TEMPORARY)
MS	MULCH SEEDING/LANDSCAPING - AREAS TO BE TEMPORARILY SEEDED AS REQUIRED. FOR FINAL OR PERMANENT TREATMENT SEE "L" SERIES SHEETS.
SP	STONE PAD CONSTRUCTION ENTRANCE (TEMPORARY)
	DRAINAGE PATTERN (FLOW DIRECTION)

MANHOLE PROTECTION COLLAR

NOTE TO CONTRACTOR
CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS & DEPTHS AND NOTIFY ENGINEER OF ANY INACCURACIES IN LOCATION OR ELEVATION OR ANY CONFLICTS PRIOR TO & AFTER ANY EXCAVATION. NO PAYMENT SHALL BE MADE TO CONTRACTOR FOR UTILITY DESTRUCTION OR UNDERGROUND CHANGES REQUIRED DUE TO CONFLICTING ELEVATIONS.



CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

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

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

ROW EXCAVATION ROW USE

ADDRESS OF ROW ACTIVITY: 2851 E. Longview

A. APPLICANT/AGENT INFORMATION: APPLICANT NAME: <u>Chris Junken</u> E-MAIL: <u>cjunken@shielsexton.com</u> COMPANY: <u>Shiel Sexton Co.</u> ADDRESS: <u>902 N. Capitol Ave.</u> CITY, STATE, ZIP: <u>Indianapolis, IN 46204</u> 24-HR EMERGENCY CONTACT NAME: <u>Dave Lawrence</u> 24-HR CONTACT PHONE #: <u>(317) 710-4835</u> INSURANCE #*: <u>Attached</u> COMPANY: <u>Shiel Sexton</u> BOND #*: <u>On file</u> COMPANY: <u>Shiel Sexton</u> <small>* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small>	D. TRAFFIC CONTROL DEVICES*: <input checked="" type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD <input type="checkbox"/> LIGHTED BARRELS <input checked="" type="checkbox"/> TYPE 3 BARRICADES <input checked="" type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER <small>*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED. See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet</small>
SUBCONTRACTOR INFORMATION <small>(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)</small> COMPANY NAME: <u>Reed & Sons, E&B Paving, Shiel Concrete</u>	E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <small>IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/ moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436</small>
B. WORK DESCRIPTION: <input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): <u>Road patching and sidewalk replacement</u> <small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small>	F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT? PROJECT NAME: _____ PROJECT #: _____ PROJECT MGR.: _____ PROJECT MGR. #: _____ <small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY</small>
C. RIGHT OF WAY TO BE USED/CLOSED: STREET NAME 1: <u>Longview Ave.</u> 1ST INTERSECTING STREET NAME: <u>Longview Ave.</u> 2ND INTERSECTING STREET NAME: <u>7th st.</u> <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input checked="" type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <small>**NON-METERED</small> START DATE: <u>8/28/2023</u> END DATE: <u>8/30/2023</u> # OF DAYS*: <u>3</u> <u>3 days to demo, prep and pour back of sidewalk at drive.</u> STREET NAME 2: <u>Longview Ave.</u> 1ST INTERSECTING STREET NAME: <u>Longview Ave.</u> 2ND INTERSECTING STREET NAME: <u>7th st.</u> <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <small>**NON-METERED</small> START DATE: <u>8/24/2023</u> END DATE: <u>8/25/2023</u> # OF DAYS*: <u>2</u> <u>2 days to mill and patch on 7th, using flaggers.</u> <small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small>	G. EXCAVATIONS: SQ FT OF PAVEMENT* EXCAVATIONS : _____ <small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small> SQ FT OF NON-PAVEMENT* EXCAVATIONS: _____ <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: _____ <small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small> # OF POLE INSTALLATIONS/REMOVAL: _____ SQ FT OF SIDEWALK RECONSTRUCTION*: <u>Restoring 36' of concrete curb</u> <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small> SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small> #RESIDENTIAL DRIVEWAY INSTALLATION: _____
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> REQUESTED CLOSURE HOURS: <u>24 hrs</u> AM - _____ PM <small>*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)</small>	 <small>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.</small>
H. INDEMNIFICATION AGREEMENT: The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant. I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE. PRINT NAME: <u>Chris Junken</u> SIGNATURE: _____ DATE: <u>8/7/2023</u>	

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

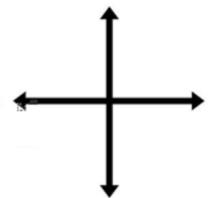
Staff Representative: _____ Phone#: _____ Date: _____

There are two activities taking place.

1. Mill and Patch on 7th - this will be a 2 day operation in which E&B Paving will utilize flaggers to mill and patch portions of 7th as called out on our Civil drawings.

2. Restoration of Sidewalk - this will be a 3 day operation of demoing out the drive apron for our staging area. Then the pour back of the adjacent curb at this location. Signage will be used to direct the public to use the new multi use path across the street as well as existing sidewalks closer to Aldi.

NOTES/ADDITIONAL INFORMATION/LEGEND:



Additional Temporary Traffic Control Resource(s):

MUTCD https://mutcd.fhwa.dot.gov/htm/2009/part6/part6_toc.htm



Board of Public Works Staff Report

Project/Event: Acceptance of Public Improvements for Sudbury Parcel O, Phase 1, Sections 1 and 2

Staff Representative: Maria McCormick

Petitioner/Representative: Joe Kemp Construction, LLC & Blackwell Contractors, Inc.

Date: August 15, 2023

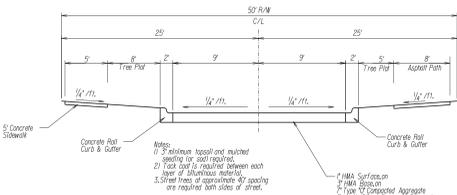
Report:

Joe Kemp Construction and Blackwell Contractors, Inc. have applied for final acceptance of all public improvements associated with Sudbury Parcel O, Phase 1, Section 1 (Units 1-20) and Sudbury Parcel O, Phase 1, Section 2 (Units 1-3, 13-17, 21-24). The public improvements including the paved roads, sidewalks, curb ramps, detectable warning elements, signage, street trees and utilities structures have been inspected by the respective city departments and found to be acceptable by staff.

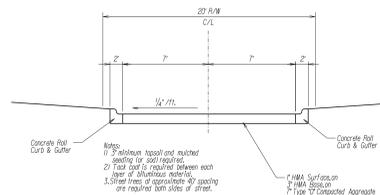
Sudbury Parcel O, Phase 1 Section 1 (Units 1-20). Contains the following public improvements: 834 feet of 20' wide paved neighborhood residential street; 550 feet of 20' wide Alley; 5 detectable warning surfaces and 11 curb ramps. The right of way is 50 feet wide and includes 860 LF of 5 foot wide sidewalk and tree plot to be maintained by the adjacent property owners. The Board of Public Works approves the acceptance of the public improvements, authorizing the release of the performance bond (\$40,994.00) 30 days after final acceptance, and the acceptance of the maintenance bond of \$10,000.00.

Sudbury Parcel O, Phase 1 Section 2 (Units 1-3, 13-17, 21-24). Contains the following public improvements: 749 feet of 20' wide paved neighborhood residential street; 7 detectable warning surfaces curb ramps. The right of way is 50 feet wide and includes 1195 LF of 5 foot wide sidewalk and tree plot to be maintained by the adjacent property owners. The Board of Public Works approves the acceptance of the public improvements, authorizing the release of the performance bond (\$53,553) 30 days after final acceptance, and the acceptance of the maintenance bond of \$10,000.00.

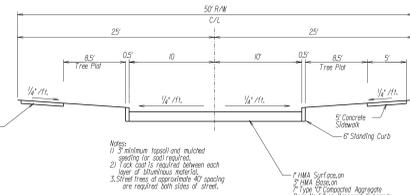
Staff recommends the acceptance of the public improvements associated with Sudbury Parcel O, Phase 1, Sections 1 and 2, release of the performance bond after 30 days of acceptance, and acceptance of the maintenance bond which will remain in effect for a period 2 years after acceptance. If approved the public improvements in Sudbury Parcel O, Phase 1, Sections 1 and 2 will be added to the City's street inventory.



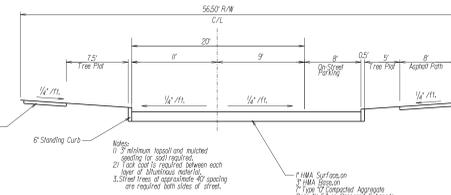
TYPICAL CROSS SECTIONS FOR PUBLIC STREETS LOTS 1-2, 4-17 (A-A)
NO SCALE



TYPICAL CROSS SECTIONS FOR PUBLIC ALLEY (B-B)
NO SCALE

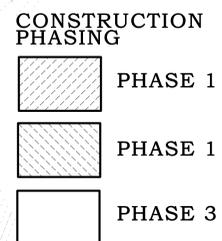
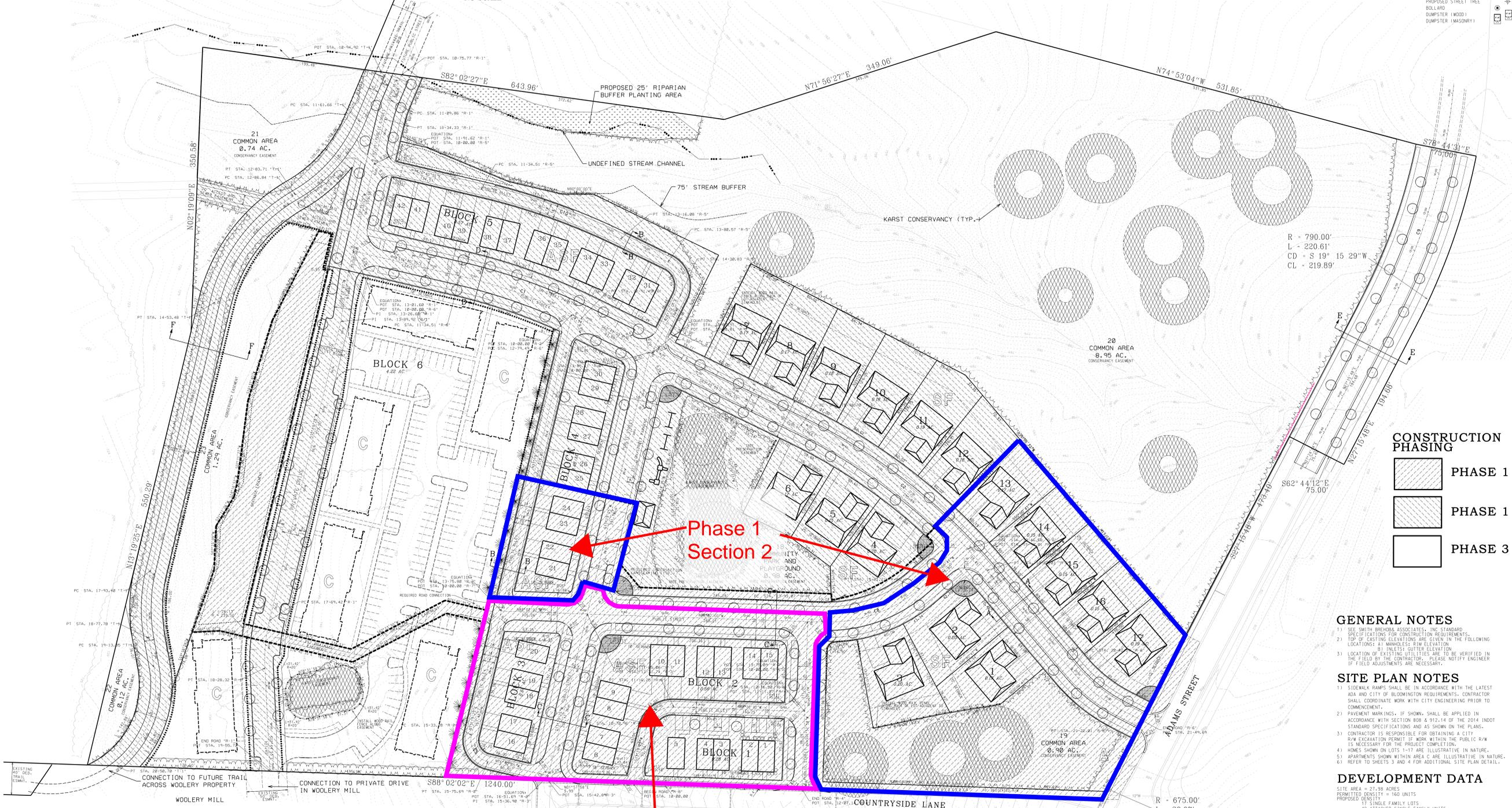
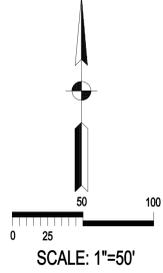
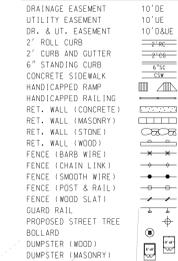


TYPICAL CROSS SECTIONS FOR PUBLIC STREETS WITHOUT ON-STREET PARKING (C-C)
NO SCALE



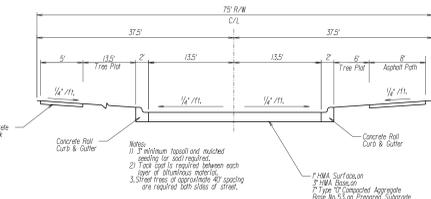
TYPICAL CROSS SECTIONS FOR PUBLIC STREETS WITH ON STREET PARKING (D-D)
NO SCALE

SITE LEGEND

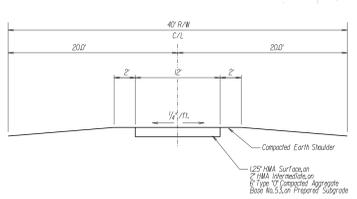


- GENERAL NOTES**
- SEE SMITH BREHOB ASSOCIATES, INC. STANDARD SPECIFICATIONS FOR CONSTRUCTION REQUIREMENTS.
 - TOP OF CASTING ELEVATIONS ARE GIVEN IN THE FOLLOWING LOCATIONS: A) MANHOLE R/W ELEVATION B) INLETS: GUTTER ELEVATION C) EXISTING UTILITIES ARE TO BE VERIFIED IN THE FIELD BY THE CONTRACTOR. PLEASE NOTIFY ENGINEER IF FIELD ADJUSTMENTS ARE NECESSARY.
- SITE PLAN NOTES**
- SIDEWALK RAMP SHALL BE IN ACCORDANCE WITH THE LATEST ADA AND CITY OF BLOOMINGTON REQUIREMENTS. CONTRACTOR SHALL COORDINATE WORK WITH CITY ENGINEERING PRIOR TO COMMENCEMENT.
 - PAVEMENT MARKINGS, IF SHOWN, SHALL BE APPLIED IN ACCORDANCE WITH SECTION 808 & 912.14 OF THE 2014 INDOT STANDARD SPECIFICATIONS AND AS SHOWN ON THE PLANS.
 - CONTRACTOR IS RESPONSIBLE FOR OBTAINING A CITY R/W EXCAVATION PERMIT IF WORK WITHIN THE PUBLIC R/W IS NECESSARY FOR THE PROJECT COMPLETION.
 - HOUSES SHOWN ON LOTS 1-17 ARE ILLUSTRATIVE IN NATURE.
 - APARTMENTS SHOWN WITHIN AREA C ARE ILLUSTRATIVE IN NATURE.
 - REFER TO SHEETS 3 AND 4 FOR ADDITIONAL SITE PLAN DETAIL.

- DEVELOPMENT DATA**
- SITE AREA = 27.98 ACRES
 PERMITTED DENSITY = 160 UNITS
 PROPOSED DENSITY = 177 SINGLE FAMILY UNITS
 42 ATTACHED SINGLE FAMILY UNITS
 132 LOD APARTMENT UNITS*** (APARTMENT AREA IS CONCEPTUAL)
 WOODED PRESERVATION = 12.2 AC.
 COMMON AREA = 11.4 AC.
- RESIDENTIAL STYLES**
- (SF) DETACHED SINGLE FAMILY RESIDENTIAL
 MIN. LOT AREA = 6,500 SF
 FRONT YARD SETBACK = 15'
 SIDE YARD SETBACK = 5', REGARDLESS OF STORY
 MIN. LOT WIDTH AT SETBACK = 60'
 - (AB) ATTACHED SINGLE FAMILY RESIDENTIAL
 LIMITED COMMON AREA AROUND UNIT
 UNIT STYLE = WALK-OUT WITH GARAGE BELOW OR FLAT MIN. DRIVEWAY DEPTH = 8 FT. PROVIDED FOR FLATS
 PAVEMENT DRIVEWAY DEPTH = 8 FT. PROVIDED FOR FLATS
 - (C) MULTIFAMILY / APARTMENT RESIDENTIAL
 APARTMENT AREA IS CONCEPTUAL IN NATURE
 PRIVATE DRIVE CONNECTION TO WOOLERY MILL IS REQUIRED
 PARCELS COMMON DETENTION AREAS ARE REQUIRED
 DEDICATION OF 40' R/W FOR TRAIL IS REQUIRED



TYPICAL CROSS SECTIONS FOR ADAMS STREET EXTENSION (E-E)
NO SCALE



TYPICAL CROSS SECTIONS FOR TRAIL (F-F)
NO SCALE

Smith Brehob & Associates, Inc.
 433 S. Charter Boulevard
 Bloomington, Indiana, 47401
 Telephone: (812) 336-6586
 Fax: (812) 336-0318
 Web: www.smithbrehob.com

REGISTERED PROFESSIONAL ENGINEER
 STATE OF INDIANA
 NO. 16156
 CERTIFICATION DATE: 7/15/15

JOB TITLE
 SUDBURY PARCEL O
 PUD FINAL PLAN

REVISIONS	BY	DATE

DESIGNED BY: SAB
 DRAWN BY: SAB
 CHECKED BY: SAB
 DATE: 07/15/15

JOB NUMBER: 5121
 SHEET: 2 OF 25
 DATE: 07/15/15
 OVERALL SITE PLAN



City of Bloomington
Planning and Transportation Department

Certificate of Final Acceptance - Application

Application:

Public Improvement Project Location (Name on plat): Sudbury Parcel O - PUD

Public Improvement Project Description: Phase 1, Section 1 (Units 1-20)

Developer: Joe Kemp Construction LLC

General Contractor: Blackwell Contractors Inc.

Relevant Instrument Number(s): 1119062180 (\$40,994)

Date of Substantial Completion of Public Improvement Project: _____

Applicant's Name: Joe Kemp

Applicant's Title: President

Applicant's Agency: Joe Kemp Construction, LLC

Date of Application for Final Acceptance: 7/12/2023

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

x Joe Kemp
Applicant's Signature

7-12-2023
Date



City of Bloomington
Planning and Transportation Department

Certificate of Final Acceptance - Application

Application:

Public Improvement Project Location (Name on plat): Sudbury Parcel O - PUD

Public Improvement Project Description: Phase 1, Section 2 (Units 1-3, 13-17, 21-24)

Developer: Joe Kemp Construction LLC

General Contractor: Blackwell Contractors, Inc.

Relevant Instrument Number(s): 111904-6580 (#53,553)

Date of Substantial Completion of Public Improvement Project: _____

Applicant's Name: Joe Kemp

Applicant's Title: President

Applicant's Agency: Joe Kemp Construction, LLC

Date of Application for Final Acceptance: 7/12/2023

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

x Joe Kemp
Applicant's Signature

7-12-2023
Date



**City of Bloomington
Engineering Department**

CERTIFICATE OF FINAL ACCEPTANCE – INSPECTION AND RECOMMENDATION

Project: **Sudbury Parcel O Section 1, Phase 1**

INSPECTION

Signing of this portion of this form shall certify that the public improvements within the public right-of-way contained in this project have been visually inspected by representatives of the City of Bloomington Planning and Transportation and Engineering Department, that the public improvements within the public right-of-way appear to have been installed in accordance with appropriate specifications, and that aforementioned representatives take no exception with the installation. Additional inspection reports may be included with this document. A two (2) year performance surety for the public improvements shall be in effect and shall not terminate until a period of two (2) years after the certificate of final acceptance is approved.

RECOMMENDATION

- Acceptance of Public Improvements by City of Bloomington Board of Public Works and Release of Performance Surety. (Notwithstanding any partial release of the performance bond or letter of credit, the city requires a maintenance bond to remain in effect for a period of two (2) years after the certificate of final acceptance is approved. The maintenance bond shall be in the amount of five percent (5%) of the original performance bond, or \$10,000.00, whichever is greater, or as determined by the Transportation and Traffic Engineer.)
- Extension of Performance Surety. (Attach a list of deficiencies including a timeline for remediation.)
- Declaration that Performance Surety is in Default.

Development Services Representative:

Signature: Jacqueline Scanlan

Date: 8/11/23

Printed Name: Jacqueline Scanlan

Title: Development Services Manager

Development Services Representative:

Signature: Maria McCormick

Date: 8/11/23

Printed Name: Maria McCormick

Title: Public Improvements Mgr.

In accordance with Bloomington Municipal Code 20.06.060 and 20.05.050



**City of Bloomington
Engineering Department**

CERTIFICATE OF FINAL ACCEPTANCE – INSPECTION AND RECOMMENDATION

Project: **Sudbury Parcel O Section 1, Phase 2**

INSPECTION

Signing of this portion of this form shall certify that the public improvements within the public right-of-way contained in this project have been visually inspected by representatives of the City of Bloomington Planning and Transportation and Engineering Department, that the public improvements within the public right-of-way appear to have been installed in accordance with appropriate specifications, and that aforementioned representatives take no exception with the installation. Additional inspection reports may be included with this document. A two (2) year performance surety for the public improvements shall be in effect and shall not terminate until a period of two (2) years after the certificate of final acceptance is approved.

RECOMMENDATION

- Acceptance of Public Improvements by City of Bloomington Board of Public Works and Release of Performance Surety. (Notwithstanding any partial release of the performance bond or letter of credit, the city requires a maintenance bond to remain in effect for a period of two (2) years after the certificate of final acceptance is approved. The maintenance bond shall be in the amount of five percent (5%) of the original performance bond, or \$10,000.00, whichever is greater, or as determined by the Transportation and Traffic Engineer.)
- Extension of Performance Surety. (Attach a list of deficiencies including a timeline for remediation.)
- Declaration that Performance Surety is in Default.

Development Services Representative:

Signature:

Jacqueline Scanlan

Date:

8/11/23

Printed Name:

Jacqueline Scanlan

Title:

Development Services Manager

Development Services Representative:

Signature:

Maria McCormick

Date:

8/11/23

Printed Name:

Maria McCormick

Title:

Public Improvements Mgr.

In accordance with Bloomington Municipal Code 20.06.060 and 20.05.050



**City of Bloomington
Engineering Department**

Certificate of Final Acceptance

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

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

WHEREAS, a performance surety in an amount equal to the greater of 5% of the original surety or \$10,000.00 or as determined by the Transportation and Traffic Engineer shall be maintained for two years from 30 days after the date of the certificate of final acceptance is approved; and

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Printed Name: _____

Title: _____

In accordance with Bloomington Municipal Code 20.06.060 and 20.05.050



Board of Public Works Staff Report

Project/Event: Painting Exterior Awnings, Railings, and Bollard Lights at City Hall

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: 8/15/2023

The exterior awnings, railings, and bollard light at City Hall are in need of painting. Three contractors were solicited for quotes on this project. Two were responsive and one was unresponsive. The quotes are as follows:

Ann-Kriss, LLC	\$9,687.20
Axis Painting	\$17,372.45
Blue Sky Painting	Unresponsive

Staff recommends awarding the contract to Ann-Kriss, LLC for the amount of \$ 9,687.20.

Respectfully submitted,

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

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Ann-Kriss, LLC

Contract Amount: \$ 9,687.20

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

PURCHASE INFORMATION

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

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

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

# of Submittals: 2	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

Three contractors were solicited for quotes on this project. Two were responsive and one was unresponsive. The quotes are as follows:

Ann-Kris, LLC \$9,687.20
 Axis Painting \$17,372.45
 Blue Sky Painting Unresponsive

J. D. Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

ANN-KRISS, LLC

FOR

PAINTING EXTERIOR AWNINGS, RAILINGS, AND BOLLARD LIGHTS AT CITY HALL

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for Painting Exterior Awnings, Railings, and Bollard Lights at City Hall, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within 60 days of Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

2.02 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided. The CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.03 CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any

part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed **Nine Thousand Six Hundred Eighty Seven Dollars and Twenty Cents (\$9,687.20)**. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

4.03 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the

escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Quote Documents.
4. The Invitation to Quoters.
5. The Instructions to Quoters.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.

11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

5.05.01

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 **Non-Discrimination**

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

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

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

Breach of this covenant may be regarded as a material breach of the Agreement.

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

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

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

5.10 Safety. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations,

ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

5.12.03 Failure by CONTRACTOR to pay for labor and services performed, material furnished or services rendered may result in forfeiture of CONTRACTOR's Payment Bond.

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington Public Works	Ann-Kriss, LLC
Attn: J. D. Boruff, Facilities Director	Attn: Dave Padgett
P.O. Box 100 Suite 120	736 S. Morton St.
Bloomington, Indiana 47402	Bloomington, Indiana 47403

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement,

unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

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

5.19 Non-Collusion

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

BY:

Kyla Cox Deckard, President

Dave Padgett, Owner

Elizabeth Karon, Vice President

Jennifer Lloyd, Secretary

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

Painting Exterior Awnings, Railings, and Bollard Lights at City Hall

This project shall include, but is not limited to;

1. Scrape, grind, etch, and prepare metal portions of awning over the main entrance, bollard lights in plaza area, and railings on steps at City Hall.
2. Apply finish coat of paint to all listed areas.

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

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

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

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

My Commission Expires: _____

Notary Public's Signature

County of Residence: _____

Printed Name of Notary Public

Commission Number

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Notary Public Signature

Resident of _____ County
Printed Name

Commission Number



Board of Public Works Staff Report

Project/Event: Exterior Repairs to the Sanitation Garage

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: 8/15/2023

Staff identified exterior repairs needed at the Sanitation Garage. An "Invitation to Quote" was sent to six contractors. A Mandatory pre-quote meeting, attended by five of the six invited contractors, was held at the garage on 6/28/2023. The scope of work was reviewed with the contractors and a walk around followed. We requested a base price for the repairs that included replacing the lower shingled roof with another shingled roof. We also requested an alternate price for replacing this shingled roof with a metal roof. It was determined that funding was available to install the alternate metal roof. The other repairs include painting of all exterior masonry walls and doors, replacement of all guttering on the building, and repairs to the existing metal roof. Three contractors present at the mandatory pre-quote meeting submitted quotes. The quotes were as follows:

Strauser Const., Inc.	
Base Quote	\$ 53,890.00
Metal roof alternate	<u>\$ 12,200.00</u>
Total Quote	\$ 66,090.00

Ann-Kriss, LLC	
Base Quote	\$ 53,920.00
Metal roof alternate	<u>\$ 9,408.00</u>
Total Quote	\$ 63,328.00

Building Associates	
Base Quote	\$ 75,700.00
Metal roof alternate	<u>\$ 2,200.00</u>
Total Quote	\$77,900.00

Staff recommends awarding the contract to Ann-Kriss, LLC for \$63,328.00

Respectfully submitted,

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

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Ann-Kriss, LLC

Contract Amount: \$ 63,328.00

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

PURCHASE INFORMATION

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

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

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

	Yes	No		Yes	No
# of Submittals: 3			Was the lowest cost selected? (If no, please state below why it was not.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

Sanitation staff requested exterior repairs to the Sanitation Garage. Public Works Facilities Division then sent an "Invitation to Quote" to 5 contractors. A Mandatory pre-quote meeting was held at the garage on 6/28/2023. The scope of work was reviewed with the contractors and a walk around followed. We requested a base price for the repairs that included replacing the lower shingled roof with another shingled roof. We also requested an alternate price for replacing this shingled roof with a metal roof. It was determined that funding was available to install the alternate metal roof. The quotes were as follows:

Strauser Const., Inc.	
Base Quote	\$ 53,890.00
Metal roof alternate	\$ 12,200.00
Total Quote	\$ 66,090.00

J. D. Boruff

Print/Type Name

Facilities Director

Print/Type Title

Public Works

Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

ANN-KRISS, LLC

FOR

EXTERIOR REPAIRS AT THE CITY OF BLOOMINGTON SANITATION GARAGE

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for Exterior Repairs at the City of Bloomington Sanitation Garage, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within 90 days of Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

2.02 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided. The CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.03 CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any

part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed **Sixty Three Thousand Three Hundred Twenty Eight Dollars (\$63,328.00)**. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

4.03 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the

escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

Unsuitable performance of the work as determined by the public works director or his representative.

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Quote Documents.
4. The Invitation to Quoters.
5. The Instructions to Quoters.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.

11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

5.05.01

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 **Non-Discrimination**

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

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

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

Breach of this covenant may be regarded as a material breach of the Agreement.

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

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

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

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

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

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 **Workmanship and Quality of Materials**

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

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

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

5.10 **Safety**. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations,

ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

5.12.03 Failure by CONTRACTOR to pay for labor and services performed, material furnished or services rendered may result in forfeiture of CONTRACTOR's Payment Bond.

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington Public Works	Ann-Kriss, LLC
Attn: J. D. Boruff, Facilities Director	Attn: Dave Padgett
P.O. Box 100 Suite 120	736 S. Morton St.
Bloomington, Indiana 47402	Bloomington, Indiana 47403

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees’ Immigration Status

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

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its

subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

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

5.19 Non-Collusion

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

5.20 Living Wage Ordinance

Contractor is considered "covered employer" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," and therefore is required to pay its covered employees at least a living wage. Currently, the living wage is \$15.29 per hour for covered employees, and up to 15% of that amount, or \$2.29, may be in the form of the covered employer's contribution to health insurance available to the covered employee.

Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit E; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

BY:

Kyla Cox Deckard, President

Dave Padgett, Owner

Elizabeth Karon, Vice President

Jennifer Lloyd, Secretary

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

City of Bloomington Sanitation Garage Repairs

This project shall include, but is not limited to:

- A. Painting of 2 overhead doors on East and West side of the building. To include:
 - 1. Power washing doors to remove loose material
 - 2. Scraping off remaining loose or damaged paint.
 - 3. Sand and/or grind rough areas on doors.
 - 4. Apply primer. Sherwin Williams Bondplex primer to be provided by the City. Contractor will provide the amount of primer required.
 - 5. Apply two coats of paint. Sherwin Williams paint to be provided by the City. Contractor will provide the amount of paint required.

- B. Exterior painting of masonry portions of the building, exterior doors, posts and signage. To include:
 - 1. Power washing of entire exterior of the building, including signage and posts at front entrance.
 - 2. Scrape loose masonry and exterior doors, posts, and signage.
 - 3. Small cracks in masonry will be sealed with latex caulk before painting.
 - 4. Any areas where mortar is missing from joints will be tuck pointed before painting.
 - 5. Apply primer to all areas to be painted. Sherwin Williams Bondplex primer to be provided by the City. Contractor will provide the amount of primer required.
 - 6. Apply two coats of paint to masonry, entry doors, posts, and signage. Sherwin Williams paint to be provided by the City. Contractor will provide the amount of paint required.
 - 7. Paint all metal jams on exterior entry doors and overhead doors.
 - 8. Seal around all doors, windows, vents, and any other openings as needed.
 - 9. Install metal flashing around large exhaust vent on north side of building.
 - 10. Paint all bollard posts at exterior of overhead doors. Paint to be provided by the City. Contractor will provide the amount of paint required.
 - 11. Clean, prime, and paint metal handrails on east and south side of building. Paint to be provided by the City. Contractor will provide the amount of paint required.

- C. Roof Repairs. To include:
 - 1. Replacement of damaged metal roof panels on southwest corner of the building.
 - 2. Remove shingles on lower roof section.
 - 3. Repair or replace damaged decking under shingles.
 - 4. Install synthetic roof underlayment.
 - 5. Ice guard shall be installed along bottom edge of shingled roof.

6. Replace shingled roof with a exposed fastener corrugated metal roof, including synthetic roof underlayment.
7. Contractors quote shall include an allowance for replacement of sheathing on shingled roof if necessary.

D. Guttering Repairs and Replacements. To include:

1. Replace gutters and downspouts on upper metal roof.
2. Replace gutters and downspouts on lower roof (shingled roof).

E. Miscellaneous Repairs. To include:

1. Clean out concrete gutter basin on south side of the building.
2. Remove existing exit door steps on south side of the building.
3. Construct new exit door steps using treated lumber.
4. Install new seals on the bottom and sides of both overhead doors.
5. Remove tree on north side of the building.

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

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

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

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____

Notary Public Signature

Resident of _____ County

Printed Name

Commission Number

EXHIBIT "E"

AFFIDAVIT THE LIVING WAGE ORDINANCE

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

1. The undersigned is the [Click here to enter text.](#) of [Click here to enter text.](#)
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the "Living Wage Ordinance."
4. The projected employment needs under the award include the following: [Click here to enter text.](#)
5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: [Click here to enter text.](#)
6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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.

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 _____, 2023.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number



Board of Public Works Staff Report

Project/Event:	Update for Landmark Construction for lane closures on N Walnut St
Staff Representative:	Mike Stewart
Petitioner/Representative:	Eric Schulte, Landmark Construction
Date:	August 15 th , 2023

Report: Landmark construction was previously approved on July 3rd, 2023 by the Board of Public Works to conduct lane restrictions on N Walnut St from E 14th St to E 17th from July 10th through August 11th, 2023. This work was to accommodate the replacement of a water main and storm water improvements. Due to unforeseen changes to the storm water infrastructure, Landmark Construction was not able to fully complete the work by August 11th, 2023. The City of Bloomington has required that Landmark Construction have N Walnut St fully opened during the week of August 14th, 2023, due to move-in activities related to the start of the Fall semester for I.U. Landmark Construction has stabilized the existing storm water pipe, however the City recognizes the urgency and benefit for both the City and Landmark Construction to complete the work as quickly as possible. Landmark Construction will commence activities for the week of August 21st, 2023 and will complete this work by August 25th, 2023. This work will require lane restrictions on the eastern side of N Walnut St, from E 15th St to south of E 17th St. Landmark Construction will utilize the previously approved maintenance of traffic plan that was approved at the July 3rd, 2023 Board of Public Works meeting.



Board of Public Works Claim Register

Invoice Date Range 08/05/23 - 08/18/23

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 43430 - Animal Adoption Fees				
Toni Stiles	01-refund adoption fee-7/24/23		08/18/2023	75.00
	Account 43430 - Animal Adoption Fees Totals	Invoice 1		<u>75.00</u>
		Transactions		
Account 52110 - Office Supplies				
6530 - Office Depot, INC	01-Envelopes, folder, notebooks, pens		08/18/2023	50.62
6530 - Office Depot, INC	01-Envelopes and notes posit-its		08/18/2023	67.70
6530 - Office Depot, INC	01-Envelopes returned		08/18/2023	(30.78)
	Account 52110 - Office Supplies Totals	Invoice 3		<u>\$87.54</u>
		Transactions		
Account 52210 - Institutional Supplies				
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	01-dog collars and food bowls		08/18/2023	427.30
313 - Fastenal Company	01-Paper towels		08/18/2023	49.63
313 - Fastenal Company	01-Trash liners		08/18/2023	74.00
313 - Fastenal Company	01-Laundry detergent		08/18/2023	190.00
3560 - First Financial Bank / Credit Cards	01-Pet Smart-Snake Food		08/18/2023	14.99
4586 - Hill's Pet Nutrition Sales, INC	01-Dog food		08/18/2023	142.80
4586 - Hill's Pet Nutrition Sales, INC	01-Prescription vet food		08/18/2023	158.68
4586 - Hill's Pet Nutrition Sales, INC	01-Dog, puppy, kitten & cat food		08/18/2023	265.69
4586 - Hill's Pet Nutrition Sales, INC	01-Dog, puppy, kitten & cat food		08/18/2023	359.70



Board of Public Works Claim Register

Invoice Date Range 08/05/23 - 08/18/23

3929 - IDEXX Laboratories, INC	01-Parro Snap tests	08/18/2023	308.20
4574 - John Deere Financial f.s.b. (Rural King)	01-litter-50 40lb bags pellet bedding & feed	08/18/2023	266.49
4549 - Kroger Limited Partnership I	01-Rabbit food, water	08/18/2023	17.06
4633 - Midwest Veterinary Supply, INC	01-Gloves	08/18/2023	53.95
4633 - Midwest Veterinary Supply, INC	01-Gloves	08/18/2023	53.20
4633 - Midwest Veterinary Supply, INC	01-Gloves, food trays, fluids	08/18/2023	181.96
4633 - Midwest Veterinary Supply, INC	01-Fluids, antivirals, antibiotics, supportive meds	08/18/2023	440.88
4633 - Midwest Veterinary Supply, INC	01-flavor solutions for compounding meds	08/18/2023	81.34
4633 - Midwest Veterinary Supply, INC	01-Syringes, antiparasitics, antifungal/antibiotic	08/18/2023	377.39
4633 - Midwest Veterinary Supply, INC	01-syringes, HTW treatment needles	08/18/2023	861.48
4633 - Midwest Veterinary Supply, INC	01-Antibiotics, antifungals, antiparasitics, gloves	08/18/2023	1,540.60
4633 - Midwest Veterinary Supply, INC	01-Syringes, antibiotics, antiparasitics, supportive meds	08/18/2023	1,497.85
4633 - Midwest Veterinary Supply, INC	01-Syringes	08/18/2023	89.85
4633 - Midwest Veterinary Supply, INC	01-Flavor enhancer for compounding meds	08/18/2023	60.69
4633 - Midwest Veterinary Supply, INC	01 - Veterinary medications	08/18/2023	737.36
4666 - Zoetis, INC	01-vaccines-Vanguard Feline, Vanguard DAPP	08/18/2023	1,533.00
4666 - Zoetis, INC	01-Apoquel Tabs	08/18/2023	391.95
Account 52210 - Institutional Supplies Totals		Invoice 26	\$10,176.04
		Transactions	
Account 53130 - Medical			
6529 - BloomingPaws, LLC	01-Rabies vaccinating, x-rays, splinting, spay/neuter	08/18/2023	1,200.00
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries -7/10-7/31/23	08/18/2023	7,753.00
5107 - NVA College Mall Veterinary Management INC	01-Emergency Vet Service-EZ lift harness sling	08/18/2023	26.25



Board of Public Works Claim Register

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5107 - NVA College Mall Veterinary Management INC	01-Emergency visit		08/18/2023	349.98
	Account 53130 - Medical Totals		Invoice 4 Transactions	<u>\$9,329.23</u>
Account 53220 - Postage				
3560 - First Financial Bank / Credit Cards	01-UPS-BOH Shipping-7/17/23		08/18/2023	12.72
	Account 53220 - Postage Totals		Invoice 1 Transactions	<u>\$12.72</u>
Account 53510 - Electrical Services				
223 - Duke Energy	19-Fac Summary Elec Billing-5/26-7/1/23	BC 2010-23	08/09/2023	1,807.46
	Account 53510 - Electrical Services Totals		Invoice 1 Transactions	<u>\$1,807.46</u>
Account 53540 - Natural Gas				
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-July 2023 management fee			436.64
	Account 53540 - Natural Gas Totals		Invoice 1 Transactions	<u>\$436.64</u>
Account 53610 - Building Repairs				
32 - Cassidy Electrical Contractors, INC	01-Doorbell Repair at Animal Shelter	BC 2022-090	08/18/2023	107.58
	Account 53610 - Building Repairs Totals		Invoice 1 Transactions	<u>\$107.58</u>
Account 53650 - Other Repairs				
6253 - O'Dell Equipment & Supply, INC	01-Washer Repair -7/21/23		08/18/2023	332.50
	Account 53650 - Other Repairs Totals		Invoice 1 Transactions	<u>\$332.50</u>
Account 53990 - Other Services and Charges				
4483 - City Lawn Corporation	01-Mowing (4x's) & cleaned dog pens-July 2023	BC 2022-091	08/18/2023	530.00
4045 - Datamars, INC	01-Microchip Registrations		08/18/2023	19.98
60 - Monroe County Solid Waste Management District	01-Sharps disposal (27)		08/18/2023	64.80
	Account 53990 - Other Services and Charges Totals		Invoice 3 Transactions	<u>\$614.78</u>



Board of Public Works Claim Register

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Program 010001 - Donations Over \$5K		Program 010000 - Main Totals	Invoice 42	\$22,979.49
Account 53130 - Medical			Transactions	
6529 - BloomingPaws, LLC	01-Rabies vaccinating, x-rays, splinting, spay/neuter		08/18/2023	670.94
5107 - NVA College Mall Veterinary Management INC	01-Antibiotic injection		08/18/2023	.11
	Account 53130 - Medical Totals		Invoice 2	\$671.05
			Transactions	
	Program 010001 - Donations Over \$5K Totals		Invoice 2	\$671.05
			Transactions	
	Department 01 - Animal Shelter Totals		Invoice 44	\$23,650.54
			Transactions	
Department 02 - Public Works				
Program 020000 - Main				
Account 46060 - Other Violations				
EAN Holdings, LLC	26-Sent check in for several tickets-one was already pd-refund		08/18/2023	30.00
	Account 46060 - Other Violations Totals		Invoice 1	\$30.00
			Transactions	
Account 52420 - Other Supplies				
8658 - Kleindorfer's Hardware LLC	02 - Keys Made (3)		08/18/2023	9.69
	Account 52420 - Other Supplies Totals		Invoice 1	\$9.69
			Transactions	
Account 53160 - Instruction				
3560 - First Financial Bank / Credit Cards	02-ASAP Testing Extension-ALR		08/18/2023	100.00
	Account 53160 - Instruction Totals		Invoice 1	\$100.00
			Transactions	
	Program 020000 - Main Totals		Invoice 3	\$139.69
			Transactions	
	Department 02 - Public Works Totals		Invoice 3	\$139.69
			Transactions	
Department 03 - City Clerk				



Board of Public Works Claim Register

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Program **030000 - Main**

Account **53230 - Travel**

5461 - Nicole Bolden	03- Bolden travel Harvard Kennedy School	08/18/2023	1,099.47
3560 - First Financial Bank / Credit Cards	03-Bolden travel Harvard Kennedy School, Goxtr.com	08/18/2023	29.00
3560 - First Financial Bank / Credit Cards	03- Harvard Kennedy School, Uber 7/10	08/18/2023	67.29
3560 - First Financial Bank / Credit Cards	03-Harvard Kennedy School, Delta Bag Fee 7/10/23	08/18/2023	30.00
3560 - First Financial Bank / Credit Cards	03-Bolden travel Harvard Kennedy School, DoubleTree 7/9/23	08/18/2023	311.53
3560 - First Financial Bank / Credit Cards	03- Harvard Kennedy School, Uber 7/12	08/18/2023	20.42
3560 - First Financial Bank / Credit Cards	03-Bolden travel Harvard Kennedy School, Carte Blanche 7/10/23	08/18/2023	89.70
3560 - First Financial Bank / Credit Cards	03- Harvard Kennedy School, Uber 7/12/23	08/18/2023	39.19
3560 - First Financial Bank / Credit Cards	03-Harvard Kennedy School, Uber 07/12/23	08/18/2023	71.09
3560 - First Financial Bank / Credit Cards	03-Bolden travel Harvard Kennedy School, Uber 7/16/23	08/18/2023	21.85
3560 - First Financial Bank / Credit Cards	03-Bolden travel Harvard Kennedy School, Uber 7/21/23	08/18/2023	22.11
3560 - First Financial Bank / Credit Cards	03-Bolden travel Harvard Kennedy School, Uber 7/22/23	08/18/2023	12.66
3560 - First Financial Bank / Credit Cards	03-Bolden travel Harvard Kennedy School, Uber 7/23/23	08/18/2023	34.39
3560 - First Financial Bank / Credit Cards	03-Bolden travel Harvard Kennedy School, Uber 7/24/23	08/18/2023	15.53
3560 - First Financial Bank / Credit Cards	03-Bolden travel Harvard Kennedy School, Uber 7/25/23	08/18/2023	19.33
3560 - First Financial Bank / Credit Cards	03-Bolden travel Harvard Kennedy School, Doubletree late charge	08/18/2023	87.35
3560 - First Financial Bank / Credit Cards	03-Bolden travel Harvard Kennedy School, Uber 7/26/23	08/18/2023	20.35
3560 - First Financial Bank / Credit Cards	03-Bolden travel Harvard Kennedy School, Uber 7/27/23	08/18/2023	12.42
3560 - First Financial Bank / Credit Cards	03-Bolden travel Harvard Kennedy School, Fedex Ship Box	08/18/2023	15.93
3560 - First Financial Bank / Credit Cards	03-Bolden travel Harvard Kennedy School, Fedex Ship 20 lb	08/18/2023	58.31



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3560 - First Financial Bank / Credit Cards

03-Bolden travel Harvard Kennedy School, Uber 7/28/23	08/18/2023	51.45
Account 53230 - Travel Totals	Invoice 21	<u>\$2,129.37</u>
Program 030000 - Main Totals	Transactions Invoice 21	<u>\$2,129.37</u>
Department 03 - City Clerk Totals	Transactions Invoice 21	<u>\$2,129.37</u>
	Transactions	

Department **04 - Economic & Sustainable Dev**

Program **040000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC

04-Logitech R4R00 Wireless Presenter	08/18/2023	26.01
Account 52110 - Office Supplies Totals	Invoice 1	<u>\$26.01</u>
	Transactions	

Account **53160 - Instruction**

3560 - First Financial Bank / Credit Cards

04: USGBC Indiana Women's Conference Reg - Lynch 08/18/2023 35.00

3560 - First Financial Bank / Credit Cards

04: IN Chamber of Commerce -Conf- Miya & Lynch 08/18/2023 1,098.00

3560 - First Financial Bank / Credit Cards

04-credit voucher-20% disc-IN Chamber of Comm-S. Miya 08/18/2023 (109.80)

3560 - First Financial Bank / Credit Cards

04-credit voucher-20% disc-IN Chamber of Comm-M. Lynch 08/18/2023 (109.80)

Account 53160 - Instruction Totals	Invoice 4	<u>\$913.40</u>
	Transactions	

Account **53230 - Travel**

3560 - First Financial Bank / Credit Cards

04: Expedia - Hotel Reservation - Shawn Miya-9/7/23 08/18/2023 156.59

3560 - First Financial Bank / Credit Cards

04: American Airlines - Shawn Miya-10/22-10/25/23 08/18/2023 264.90

Account 53230 - Travel Totals	Invoice 2	<u>\$421.49</u>
	Transactions	

Account **53910 - Dues and Subscriptions**

3560 - First Financial Bank / Credit Cards

04: Annual Trello Plan for ESD-9 users-7/8/23-8/8/24 08/18/2023 1,079.91

3560 - First Financial Bank / Credit Cards

04: Monthly MailChimp Subscription Fee 08/18/2023 39.50



Board of Public Works Claim Register

Invoice Date Range 08/05/23 - 08/18/23

	Account 53910 - Dues and Subscriptions Totals	Invoice 2 Transactions	\$1,119.41
Account 53960 - Grants			
8767 - Juan Carlos Arango (Sobremesa Farm, LLC)	04-BAC Grant for Sobremesa Farm	08/18/2023	2,000.00
6631 - Tony Brewer	04: BAC Art Grant -Winter 2023 Arts Project -Urban Deer Rec	08/18/2023	1,500.00
8043 - Stephen Carlsgaard (Roses Midwest Art Gallery)	04-BAC Grant for Roses Midwest	08/18/2023	2,000.00
5675 - Indiana Recovery Alliance	04-BAC Grant for Indiana Recovery Alliance	08/18/2023	1,500.00
18718 - Monroe County CASA, INC	04-BAC Art Grant -Winter 2023 Arts Project - 23-386	08/18/2023	840.00
	Account 53960 - Grants Totals	Invoice 5 Transactions	\$7,840.00
Account 53970 - Mayor's Promotion of Business			
8321 - Honar Ali (Huner Emin)	04-Shared Studio Space Reimbursement for ins.- 8/3/23	08/18/2023	250.00
7061 - Flowmotion Events, LLC	04-Rogers Farm Park Goat Farm Event Performer	08/18/2023	150.00
8279 - Diego Rafael Cruz Manansala	04-Parklet Barrier Cover Design	08/18/2023	350.00
8528 - Caleb Olin Meredith Poer	04: Orange Barrier Wrap Design	08/18/2023	350.00
8802 - Paul D Tarricone	04: Support for Public by Design event	08/18/2023	200.00
7620 - Erin Marie Tobey	04-Orbit Room Parklet Barrier Cover Design	08/18/2023	350.00
	Account 53970 - Mayor's Promotion of Business Totals	Invoice 6 Transactions	\$1,650.00
Account 53990 - Other Services and Charges			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	04-Extra Long Zip Ties (50 Pack),Divider Folding Privacy Screens	08/18/2023	114.87
3560 - First Financial Bank / Credit Cards	04: Lowes - Wooden yard sticks for workshop	08/18/2023	8.47
5936 - Emily Wilson Gillespie	04-Service Agreement for repairs to public art work	08/18/2023	350.00
6530 - Office Depot, INC	04- labels	08/18/2023	3.69
6530 - Office Depot, INC	04-Markers	08/18/2023	7.25



Board of Public Works Claim Register

Invoice Date Range 08/05/23 - 08/18/23

6530 - Office Depot, INC	04-Adhesive glue -	08/18/2023	8.99
6530 - Office Depot, INC	04-Self-inking notary stamp - Susan Coates ODP PO# 1047	08/18/2023	35.00
4443 - The Sherwin Williams Company	04: Paint for Various Art Projects	08/18/2023	724.18
4846 - Geneva Scientific, INC (Barco Products)	20-Bike Loops for Corral Project	08/18/2023	6,164.79
Account 53990 - Other Services and Charges Totals		Invoice 9	<u>\$7,417.24</u>
Program 040000 - Main Totals		Transactions Invoice 29	<u>\$19,387.55</u>
Department 04 - Economic & Sustainable Dev Totals		Transactions Invoice 29	<u>\$19,387.55</u>
Department 05 - Common Council		Transactions	
Program 050000 - Main			
Account 53940 - Temporary Contractual Employee			
203 - INDIANA UNIVERSITY	05 - Temporary Contractual Employee - O'Neill Fellow	08/18/2023	34.32
Account 53940 - Temporary Contractual Employee Totals		Invoice 1	<u>\$34.32</u>
Account 53990 - Other Services and Charges		Transactions	
4123 - Central Indiana Interpreting Service	05 - ASL interpreting services 8/3/23	08/18/2023	120.00
Account 53990 - Other Services and Charges Totals		Invoice 1	<u>\$120.00</u>
Program 050000 - Main Totals		Transactions Invoice 2	<u>\$154.32</u>
Department 05 - Common Council Totals		Transactions Invoice 2	<u>\$154.32</u>
Department 06 - Controller's Office		Transactions	
Program 060000 - Main			
Account 52110 - Office Supplies			
5103 - Staples Contract & Commercial, INC	06-Tape dispensers, AA batts, stapler & remover, small postits	08/18/2023	36.53
Account 52110 - Office Supplies Totals		Invoice 1	<u>\$36.53</u>
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 08/05/23 - 08/18/23

Account 53220 - Postage

371 - Pitney Bowes, INC

06-New mail machine for City Hall	08/18/2023	8,876.45
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Account 53220 - Postage Totals	Invoice 1	<u>8,876.45</u>
	Transactions	

Account 53230 - Travel

3560 - First Financial Bank / Credit Cards

06- Lodging (Marriot) ILMCT Conf & SBOA School-Gilliland	08/18/2023	278.00
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Account 53230 - Travel Totals	Invoice 1	<u>\$278.00</u>
	Transactions	

Account 53990 - Other Services and Charges

391 - O. W. Krohn & Associates, LLP

06-prof serv in connection w/ general acct & annual CDUA-June 23	08/18/2023	5,852.50
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5648 - Reedy Financial Group, PC

06-Financial Plan Consulting-bill through 7/31/23	08/18/2023	640.80
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5648 - Reedy Financial Group, PC

06-Annexation and Fincl Plan Consult- billing through 7/31/23	08/18/2023	5,861.60
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Account 53990 - Other Services and Charges Totals	Invoice 3	<u>\$12,354.90</u>
	Transactions	

Program 060000 - Main Totals	Invoice 6	<u>\$21,545.88</u>
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Department 06 - Controller's Office Totals	Invoice 6	<u>\$21,545.88</u>
	Transactions	

Department 07 - Engineering

Program 070000 - Main

Account 41020 - Permits

Mustafa Abushaaban

28-Testing and implmnt payments in Enterprise Permitting & Lic	08/18/2023	30.65
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Account 41020 - Permits Totals	Invoice 1	<u>\$30.65</u>
	Transactions	

Account 52110 - Office Supplies

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)

07-heaters, clipboards	08/18/2023	197.95
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6530 - Office Depot, INC

07-Mouse pads	08/18/2023	9.90
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Account 52110 - Office Supplies Totals	Invoice 2	<u>\$207.85</u>
	Transactions	



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Invoice Date Range 08/05/23 - 08/18/23

Account 52420 - Other Supplies

651 - Engraving & Stamp Center, INC

07-Approved for Payment Stamps (3) 08/18/2023 121.50

Account **52420 - Other Supplies** Totals Invoice 1 \$121.50
Transactions

Account 53910 - Dues and Subscriptions

3560 - First Financial Bank / Credit Cards

07-doxpop Subscription Access to Public Records 08/18/2023 17.70
7/13 #1018737

Account **53910 - Dues and Subscriptions** Totals Invoice 1 \$17.70
Transactions

Account 53990 - Other Services and Charges

51463 - DLT Solutions, LLC

07- Autodesk (Autocad) Renewals (3)-7/16/23-7/15/24 08/18/2023 3,845.70

Account **53990 - Other Services and Charges** Totals Invoice 1 \$3,845.70
Transactions

Program **070000 - Main** Totals Invoice 6 \$4,223.40

Department **07 - Engineering** Totals Invoice 6 \$4,223.40
Transactions

Department 09 - CFRD

Program 090000 - Main

Account 52110 - Office Supplies

6530 - Office Depot, INC

09-Black Toner Cartridge for HP 508A Printer 08/18/2023 139.25

Account **52110 - Office Supplies** Totals Invoice 1 \$139.25
Transactions

Account 52420 - Other Supplies

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)

09-Jabra Headset with Mic-Charles Culp 08/18/2023 87.00

4549 - Kroger Limited Partnership I

09-After Hours Ambassador-Bottled Water for Unhoused Downtown 08/18/2023 31.92

Account **52420 - Other Supplies** Totals Invoice 2 \$118.92
Transactions

Account 53160 - Instruction

3560 - First Financial Bank / Credit Cards

09-BWIL-5 attendees-8/8/2023 08/18/2023 175.00



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	Account 53160 - Instruction Totals	Invoice 1 Transactions	\$175.00
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	09-Constant Contact Monthly-July 2023	08/18/2023	145.00
3560 - First Financial Bank / Credit Cards	09-Renderforest/Paddle.net Annual Sub-7/11/23-7/10/24	08/18/2023	119.88
6090 - Smartsheet, INC	09-Smartsheet Subscription Renewal-6/30/23-6/29/24	08/18/2023	747.00
	Account 53910 - Dues and Subscriptions Totals	Invoice 3 Transactions	\$1,011.88
	Program 090000 - Main Totals	Invoice 7 Transactions	\$1,445.05
	Department 09 - CFRD Totals	Invoice 7 Transactions	\$1,445.05
Department 10 - Legal			
Program 100000 - Main			
Account 53120 - Special Legal Services			
50587 - Barnes & Thornburg LLP	10-general municipal advice -April 2023	08/18/2023	3,670.00
50587 - Barnes & Thornburg LLP	10- General Municipal Advice-June 2023	08/18/2023	460.00
205 - City Of Bloomington	10-Reimb PC-Mo Co Rec-Waiver 3815 E. Winston	08/18/2023	25.00
330 - Ice Miller, LLP	10- legal services Residential TIF Dev-10/21/20-5/8/23	08/18/2023	12,291.00
	Account 53120 - Special Legal Services Totals	Invoice 4 Transactions	\$16,446.00
Account 53910 - Dues and Subscriptions			
8812 - Beth Ellen Cate	10-Cate Ind State Bar Assoc Dues (6 months)	08/18/2023	71.00
	Account 53910 - Dues and Subscriptions Totals	Invoice 1 Transactions	\$71.00
	Program 100000 - Main Totals	Invoice 5 Transactions	\$16,517.00
	Department 10 - Legal Totals	Invoice 5 Transactions	\$16,517.00
Department 11 - Mayor's Office			



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Program 110000 - Main

Account 52110 - Office Supplies

3560 - First Financial Bank / Credit Cards	11-Staples- name badge supplies for Big Ten Manaqers Conference	08/18/2023	52.94
	Account 52110 - Office Supplies Totals	Invoice 1 Transactions	<u>\$52.94</u>

Account 52420 - Other Supplies

651 - Engraving & Stamp Center, INC	11 - nameplates for new staff: Dep Mayor, Comm Dir, PED	08/18/2023	40.00
7149 - Namify, LLC	11 - name badges Angela Van Rooy & Crystal Ritter	08/18/2023	36.24
53163 - Warm Hugs LLC (My Sports Locker)	11 - Jacket for Deputy Mayor-L. Allen	08/18/2023	105.50
	Account 52420 - Other Supplies Totals	Invoice 3 Transactions	<u>\$181.74</u>

Account 53640 - Hardware and Software Maintenance

3560 - First Financial Bank / Credit Cards	11-Trello prorated membership-L. Allen-7/11-12/24/23	08/18/2023	54.57
	Account 53640 - Hardware and Software Maintenance Totals	Invoice 1 Transactions	<u>\$54.57</u>

Account 53970 - Mayor's Promotion of Business

3560 - First Financial Bank / Credit Cards	11-Graduate Blgtn-food/room for Big Ten Managers Conf-7/25/23	08/18/2023	1,085.00
	Account 53970 - Mayor's Promotion of Business Totals	Invoice 1 Transactions	<u>\$1,085.00</u>

Account 53990 - Other Services and Charges

3560 - First Financial Bank / Credit Cards	11-July 2023 Sendinblue/Brevo email marketing service	08/18/2023	175.16
3560 - First Financial Bank / Credit Cards	11 - Uptown Cafe deposit for Big Ten Mgrs conference	08/18/2023	52.25
	Account 53990 - Other Services and Charges Totals	Invoice 2 Transactions	<u>\$227.41</u>

Program **110000 - Main Totals** Invoice 8 Transactions \$1,601.66

Department **11 - Mayor's Office Totals** Invoice 8 Transactions \$1,601.66

Department 12 - Human Resources



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Program 120000 - Main

Account 52110 - Office Supplies

6530 - Office Depot, INC	12-binder clips, post its, label tape, binder	08/18/2023	112.30
6530 - Office Depot, INC	12-legal notepads	08/18/2023	40.99
Account 52110 - Office Supplies Totals		Invoice 2 Transactions	\$153.29

Account 53230 - Travel

3560 - First Financial Bank / Credit Cards	12-Lodging for Conf. (Scales) - French Lick Resort 7/12/23	08/18/2023	169.00
8799 - Stephen Anthony Johnson	12-Travel Expense Reimbursement-Indiana Black Expo	08/18/2023	173.00
Account 53230 - Travel Totals		Invoice 2 Transactions	\$342.00

Account 53990 - Other Services and Charges

3560 - First Financial Bank / Credit Cards	12-Wage and Hour Law Conference & Materials - Lauren Anderson	08/18/2023	(7.21)
3560 - First Financial Bank / Credit Cards	12-SHRM Membership for Hendrix	08/18/2023	244.00
7837 - Kantola Training Solutions LLC	12-Kantola Library Enterprise License on KOD	08/18/2023	12,000.00
Account 53990 - Other Services and Charges Totals		Invoice 3 Transactions	\$12,236.79
Program 120000 - Main Totals		Invoice 7 Transactions	\$12,732.08
Department 12 - Human Resources Totals		Invoice 7 Transactions	\$12,732.08

Department 13 - Planning

Program 130000 - Main

Account 43310 - Application Fee

Smith Design Group	13-overcharged for filing fee for Mill Creek-DP-32-23	08/18/2023	75.00
Account 43310 - Application Fee Totals		Invoice 1 Transactions	\$75.00

Account 52110 - Office Supplies



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8541 - Amazon.com Sales, INC (Amazon.com Services LLC)

13- Ergonomic Keyboard, headphones, and packing tape	08/18/2023	165.77
Account 52110 - Office Supplies Totals	Invoice 1	\$165.77
	Transactions	

Account 53160 - Instruction

1458 - Indiana Assoc for Floodplain & Stormwater

13-Conference Registration for Jennifer Burrell - Member Rate	08/18/2023	275.00
Account 53160 - Instruction Totals	Invoice 1	\$275.00
	Transactions	

Account 53230 - Travel

8800 - Henry Duncan

13- Reimb-NACTO Conf-Denver-5/15-5/20/23	08/18/2023	2,564.71
Account 53230 - Travel Totals	Invoice 1	\$2,564.71
	Transactions	

Account 53320 - Advertising

3560 - First Financial Bank / Credit Cards

13- Job Posting for Zoning & Long Range Planner	08/18/2023	50.00
Account 53320 - Advertising Totals	Invoice 1	\$50.00
	Transactions	

Account 53910 - Dues and Subscriptions

4442 - American Planning Association

13- APA Professional AICP Membership for Gabriel Holbrow	08/18/2023	600.00
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3560 - First Financial Bank / Credit Cards

13- Continuing Education Notary Bond Fee for Melissa Hirtzel	08/18/2023	49.37
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3560 - First Financial Bank / Credit Cards

13-Floodplain and Stormwater Membership-Burrell-thru 7/24/24	08/18/2023	50.00
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Account 53910 - Dues and Subscriptions Totals	Invoice 3	\$699.37
	Transactions	

Account 53990 - Other Services and Charges

53442 - Paragon Micro, INC

13- Bluebeam Revu License for Hank Duncan	08/18/2023	401.98
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Account 53990 - Other Services and Charges Totals	Invoice 1	\$401.98
	Transactions	

Program 130000 - Main Totals	Invoice 9	\$4,231.83
	Transactions	

Program 132000 - MPO

Account 53990 - Other Services and Charges



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50910 - Caliper Corporation

13- Renewal Maint Support for TransCAD-8/31/23-8/31/24	08/18/2023	1,500.00
Account 53990 - Other Services and Charges Totals	Invoice 1	<u>\$1,500.00</u>
Program 132000 - MPO Totals	Transactions Invoice 1	<u>\$1,500.00</u>
Department 13 - Planning Totals	Transactions Invoice 10	<u>\$5,731.83</u>
	Transactions	

Department **19 - Facilities Maintenance**

Program **190000 - Main**

Account **52310 - Building Materials and Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	19 - Key Storage Box	08/18/2023	63.10
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	19 - WD40 Spray Lubricant (12 Pack)	08/18/2023	69.86
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	19 - Lubricating Oil with Teflon	08/18/2023	25.72
409 - Black Lumber Co. INC	19 - 4x8 3/4 Nominal CD Yellow Pine	08/18/2023	39.59
293 - J&S Locksmith Shop, INC	19- Battery & Charger for Blower-7/17/23	08/18/2023	224.00
293 - J&S Locksmith Shop, INC	19 - Blower Battery and Charger-7/24/23	08/18/2023	224.00
293 - J&S Locksmith Shop, INC	19 - 2 batteries	08/18/2023	759.98
8658 - Kleindorfer's Hardware LLC	19 - roll of weed eater line	08/18/2023	39.99
	Account 52310 - Building Materials and Supplies Totals	Invoice 8 Transactions	<u>\$1,446.24</u>

Account **53510 - Electrical Services**

223 - Duke Energy	19-Fac Summary Elec Billing-5/26-7/1/23	BC 2010-23	08/09/2023	10,495.61
	Account 53510 - Electrical Services Totals	Invoice 1 Transactions		<u>\$10,495.61</u>

Account **53610 - Building Repairs**

4483 - City Lawn Corporation	19-SA-2541 W. 3rd St-mowing-July 2023	BC 2022-091	08/18/2023	200.00
4483 - City Lawn Corporation	19-SA-Tapp & Rockport-mowing-July 2023	BC 2022-091	08/18/2023	140.00



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4483 - City Lawn Corporation	19 -SA-City Hall-mowing-July 2023	BC 2022-091	08/18/2023	200.00
4483 - City Lawn Corporation	19-SA-400 W. 13th St-mowing-July 2023	BC 2022-091	08/18/2023	90.00
4483 - City Lawn Corporation	19-SA-4th & Washington-mowing-July 2023	BC 2022-091	08/18/2023	120.00
4483 - City Lawn Corporation	19-SA-1910 W. 3rd St-mowing-July 2023	BC 2022-091	08/18/2023	160.00
4483 - City Lawn Corporation	19-SA-2nd & Weimer-mowing-July 2023	BC 2022-091	08/18/2023	70.00
321 - Harrell Fish, INC (HFI)	19 - SA - Issue with Honeywell controls	BC 2022-116	08/18/2023	540.00
7402 - Nature's Way, INC	19- Plant Maintenance @ City Hall - 8/1/2023	BC 2022-118	08/18/2023	353.43
	Account 53610 - Building Repairs Totals		Invoice 9 Transactions	\$1,873.43
Account 54510 - Other Capital Outlays				
321 - Harrell Fish, INC (HFI)	19-HVAC chiller system replacement (progress billing #1)	BC 2022-099	08/18/2023	65,000.00
	Account 54510 - Other Capital Outlays Totals		Invoice 1 Transactions	\$65,000.00
	Program 190000 - Main Totals		Invoice 19 Transactions	\$78,815.28
	Department 19 - Facilities Maintenance Totals		Invoice 19 Transactions	\$78,815.28
Department 28 - ITS				
Program 280000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	28 - Post-it for Office		08/18/2023	25.65
	Account 52110 - Office Supplies Totals		Invoice 1 Transactions	\$25.65
Account 52420 - Other Supplies				
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28 - Laminator & Packets		08/18/2023	249.39
	Account 52420 - Other Supplies Totals		Invoice 1 Transactions	\$249.39
Account 53160 - Instruction				



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3560 - First Financial Bank / Credit Cards	28 - FFB - Zoho ServiceDesk Plus Training for 2 TSG Members	08/18/2023	399.00
	Account 53160 - Instruction Totals	Invoice 1 Transactions	<u>\$399.00</u>
Account 53210 - Telephone			
1079 - AT&T	28-phone charges 5/20-6/19/23-#812 339-2261 2611	08/09/2023	5,952.90
1079 - AT&T	28-phone charges 6/20-7/19/23-#812 339-2261 2611	08/09/2023	5,988.42
	Account 53210 - Telephone Totals	Invoice 2 Transactions	<u>\$11,941.32</u>
Account 53640 - Hardware and Software Maintenance			
3989 - Ricoh USA, INC	28 - Printers ITS Portion 06/17-07/16/23	08/18/2023	182.71
3989 - Ricoh USA, INC	28 - Printers ITS Portion 06/17-07/16/23	08/18/2023	2,157.53
7177 - Zoho Corporation	28 - ME EC and SD+ renewal until 12/26/24	08/18/2023	25,500.00
	Account 53640 - Hardware and Software Maintenance Totals	Invoice 3 Transactions	<u>\$27,840.24</u>
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	28 - FFB - Bluesky Zoom Timer Billed Monthly	08/18/2023	89.95
3560 - First Financial Bank / Credit Cards	28 - FFB - Google APIs 2023 6/1-6/30/23	08/18/2023	125.31
3560 - First Financial Bank / Credit Cards	28 - Submittable monthly subscription 2023 7/27/23-8/27/23	08/18/2023	119.00
3560 - First Financial Bank / Credit Cards	28-FFB-Zoom 500., 1000 webinar, 500GB cloud-7/20-8/19/23	08/18/2023	430.00
3560 - First Financial Bank / Credit Cards	28 - FFB - Google APIs 2023-bloomingtonvolunteernetwork.org	08/18/2023	12.00
3560 - First Financial Bank / Credit Cards	28 - FFB - Parted Magic - Subscription Q3 2023	08/18/2023	13.00
3560 - First Financial Bank / Credit Cards	28 - FFB - Squarespace annual hosting	08/18/2023	252.00
3560 - First Financial Bank / Credit Cards	28 - FFB - Survey Monkey Standard Annual Plan 7/27/23-7/26/24	08/18/2023	372.00
7344 - Periodic INC	28 - Periodic 2023 Online Booking Sub-July 2023	08/18/2023	138.50
8441 - Promevo Holdings, INC (Promevo, LLC)	28 - Promevo - Google Voice Monthly Subscription 2023 June	08/18/2023	74.83



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8441 - Promevo Holdings, INC (Promevo, LLC)

28-Google Workspace Enterprise Plus 14 seats June 2023	08/18/2023	103.18
Account 53910 - Dues and Subscriptions Totals	Invoice 11	<u>\$1,729.77</u>
	Transactions	

Account **53950 - Landfill**

4712 - Shredding and Storage Unlimited, LLC

28 - On site document shredding 1 64 gallon container-6/30/23	08/18/2023	35.00
Account 53950 - Landfill Totals	Invoice 1	<u>\$35.00</u>
	Transactions	
Program 280000 - Main Totals	Invoice 20	<u>\$42,220.37</u>
	Transactions	
Department 28 - ITS Totals	Invoice 20	<u>\$42,220.37</u>
	Transactions	
Fund 101 - General Fund (S0101) Totals	Invoice 187	<u>\$230,294.02</u>
	Transactions	

Fund **103 - Restricted Donations(ord 05-17)**

Department **06 - Controller's Office**

Program **400101 - Animal Medical Services**

Account **53130 - Medical**

6529 - BloomingPaws, LLC

01-Rabies vaccinating, x-rays, splinting, spay/neuter	08/18/2023	60.00
Account 53130 - Medical Totals	Invoice 1	<u>\$60.00</u>
	Transactions	
Program 400101 - Animal Medical Services Totals	Invoice 1	<u>\$60.00</u>
	Transactions	

Program **400102 - Animal Supplies**

Account **52210 - Institutional Supplies**

4633 - Midwest Veterinary Supply, INC

01-Shipping on Effipro	08/18/2023	.75
Account 52210 - Institutional Supplies Totals	Invoice 1	<u>\$0.75</u>
	Transactions	
Program 400102 - Animal Supplies Totals	Invoice 1	<u>\$0.75</u>
	Transactions	
Department 06 - Controller's Office Totals	Invoice 2	<u>\$60.75</u>
	Transactions	
Fund 103 - Restricted Donations(ord 05-17) Totals	Invoice 2	<u>\$60.75</u>
	Transactions	



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Fund 153 - LIT – Economic Development

Department 12 - Human Resources

Program 120000 - Main

Account 53990 - Other Services and Charges

585 - Bloomington Public Transportation Corporation

12-City Pass Program April-June 2023 08/18/2023 227.25

3560 - First Financial Bank / Credit Cards

12-Wage and Hour Law Conference & Materials - Lauren Anderson 08/18/2023 659.16

Account **53990 - Other Services and Charges** Totals Invoice 2 \$886.41

Transactions Invoice 2 \$886.41

Program **120000 - Main** Totals Transactions Invoice 2 \$886.41

Transactions Invoice 2 \$886.41

Department **12 - Human Resources** Totals Transactions Invoice 2 \$886.41

Transactions

Department 19 - Facilities Maintenance

Program 190000 - Main

Account 53610 - Building Repairs

6688 - SSW Enterprises, LLC (Office Pride)

19-SA Cleaning Services for Animal Care & Control for BC 2022-142 08/18/2023 1,432.99

6688 - SSW Enterprises, LLC (Office Pride)

July 2023 19-SA Cleaning Services for City Hall for July 2023 BC 2022-142 08/18/2023 12,863.80

6688 - SSW Enterprises, LLC (Office Pride)

19-SA Cleaning Services for Fleet Maint. for July 2023 BC 2022-142 08/18/2023 1,021.80

6688 - SSW Enterprises, LLC (Office Pride)

19-SA Cleaning Services for Sanitation for July 2023 BC 2022-142 08/18/2023 829.43

6688 - SSW Enterprises, LLC (Office Pride)

19-SA Cleaning Services-Street & Traffic for July 2023 BC 2022-142 08/18/2023 1,567.80

Account **53610 - Building Repairs** Totals Invoice 5 \$17,715.82

Transactions Invoice 5 \$17,715.82

Program **190000 - Main** Totals Transactions Invoice 5 \$17,715.82

Transactions Invoice 5 \$17,715.82

Department **19 - Facilities Maintenance** Totals Transactions Invoice 5 \$17,715.82

Transactions

Department 28 - ITS

Program 280000 - Main



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Account 53980 - Community Access TV/Radio

64 - Monroe County Public Library

28-Public Mtg Recording, Broad, Stream (CATS) July- Sept 2023	BC 2022-141	08/18/2023	115,091.25
Account 53980 - Community Access TV/Radio Totals		Invoice 1	<u>\$115,091.25</u>
		Transactions	
Program 280000 - Main Totals		Invoice 1	<u>\$115,091.25</u>
		Transactions	
Department 28 - ITS Totals		Invoice 1	<u>\$115,091.25</u>
		Transactions	
Fund 153 - LIT - Economic Development Totals		Invoice 8	<u>\$133,693.48</u>
		Transactions	

Fund 176 - ARPA Local Fiscal Recvry (S9512)

Department **04 - Economic & Sustainable Dev**

Program **G21005 - ARPA COVID Local Fiscal Recovery**

Account 53960 - Grants

7532 - Christina Elem	04-Consulting Services for public art-6/22-7/18/23	08/18/2023	1,020.00
8489 - MPI Solar, LLC	04-SEEL 2023 - Solar Installation Program-MCUM	08/18/2023	25,000.00
8489 - MPI Solar, LLC	04-SEEL 2023 - Solar Installation Program-Loren Wood Bldrs	08/18/2023	25,000.00
8489 - MPI Solar, LLC	04-SEEL 2023 - Solar Installation Program-Pizza Express	08/18/2023	25,000.00
8530 - Elise Adele Putnam	04-Jersey Barrier Covering Artwork	08/18/2023	350.00
	Account 53960 - Grants Totals	Invoice 5	<u>\$76,370.00</u>
		Transactions	

Account 53970 - Mayor's Promotion of Business

3968 - BloomingLabs Incorporated

4583 - Jean B Smiths (Bikesmiths)

04-2023 Makevention Gold Sponsorship		08/18/2023	1,000.00
04-Bicycle Repairs and Accessories, tires, and kick stand		08/18/2023	137.05
Account 53970 - Mayor's Promotion of Business Totals		Invoice 2	<u>\$1,137.05</u>
		Transactions	
Program G21005 - ARPA COVID Local Fiscal Recovery Totals		Invoice 7	<u>\$77,507.05</u>
		Transactions	
Department 04 - Economic & Sustainable Dev Totals		Invoice 7	<u>\$77,507.05</u>
		Transactions	



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Department **06 - Controller's Office**

Program **G21005 - ARPA COVID Local Fiscal Recovery**

Account **53960 - Grants**

208 - City Of Bloomington Utilities

06-D21-122 Lead Service Line Inventory (ARPA)	08/18/2023	606,142.46
Account 53960 - Grants Totals	Invoice 1	<u>\$606,142.46</u>
Program G21005 - ARPA COVID Local Fiscal Recovery Totals	Transactions Invoice 1	<u>\$606,142.46</u>
Department 06 - Controller's Office Totals	Transactions Invoice 1	<u>\$606,142.46</u>
	Transactions	

Department **20 - Street**

Program **G21005 - ARPA COVID Local Fiscal Recovery**

Account **52420 - Other Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)

20-Charger for On Call cell phone	08/18/2023	11.78
Account 52420 - Other Supplies Totals	Invoice 1	<u>\$11.78</u>
	Transactions	

Account **53150 - Communications Contract**

5465 - Emergency Radio Service LLC (ERS-OCI Wireless)

20-20-Two-way radio services for snow control crews- Aug 2023	08/18/2023	2,321.25
Account 53150 - Communications Contract Totals	Invoice 1	<u>\$2,321.25</u>
Program G21005 - ARPA COVID Local Fiscal Recovery Totals	Transactions Invoice 2	<u>\$2,333.03</u>
Department 20 - Street Totals	Transactions Invoice 2	<u>\$2,333.03</u>
Fund 176 - ARPA Local Fiscal Recvry (S9512) Totals	Transactions Invoice 10	<u>\$685,982.54</u>
	Transactions	

Fund **312 - Community Services**

Department **09 - CFRD**

Program **090003 - Com Serv - Status of Women**

Account **53960 - Grants**



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8806 - Gloria Leyshir Howell

09-BCSW Scholarship Recipient-exp toward Summit in IL	08/18/2023	250.00
Account 53960 - Grants Totals	Invoice 1	<u>\$250.00</u>
Program 090003 - Com Serv - Status of Women Totals	Transactions	
	Invoice 1	<u>\$250.00</u>
	Transactions	

Program **090016 - Com Serv - Safe & Civil**

Account **53990 - Other Services and Charges**

3560 - First Financial Bank / Credit Cards	09-Safe and Civil City Jotform 6/29-7/29/2023	08/18/2023	19.00
3560 - First Financial Bank / Credit Cards	09-Safe and Civil City Jotform-7/23-8/23/23	08/18/2023	19.00
3560 - First Financial Bank / Credit Cards	09-Jotform monthly subscription Jul 29-Aug 29, 2023	08/18/2023	19.00
	Account 53990 - Other Services and Charges Totals	Invoice 3	<u>\$57.00</u>
		Transactions	
	Program 090016 - Com Serv - Safe & Civil Totals	Invoice 3	<u>\$57.00</u>
		Transactions	
	Department 09 - CFRD Totals	Invoice 4	<u>\$307.00</u>
		Transactions	
	Fund 312 - Community Services Totals	Invoice 4	<u>\$307.00</u>
		Transactions	

Fund **401 - Non-Reverting Telecom (S1146)**

Department **25 - Telecommunications**

Program **254000 - Infrastructure**

Account **53640 - Hardware and Software Maintenance**

902 - Indiana Underground Plant Protection Service, INC	25 - 811 Line Location Services June 2023	08/18/2023	280.25
902 - Indiana Underground Plant Protection Service, INC	28-811 Line location services- July 2023	08/18/2023	242.25
	Account 53640 - Hardware and Software Maintenance Totals	Invoice 2	<u>\$522.50</u>
		Transactions	
	Program 254000 - Infrastructure Totals	Invoice 2	<u>\$522.50</u>
		Transactions	

Program **256000 - Services**

Account **53150 - Communications Contract**



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203 - INDIANA UNIVERSITY

25 - IU Fire Station Dark Fiber Service July 2023	08/18/2023	65.00
Account 53150 - Communications Contract Totals	Invoice 1	<u>\$65.00</u>
	Transactions	
Program 256000 - Services Totals	Invoice 1	<u>\$65.00</u>
	Transactions	
Department 25 - Telecommunications Totals	Invoice 3	<u>\$587.50</u>
	Transactions	
Fund 401 - Non-Reverting Telecom (S1146) Totals	Invoice 3	<u>\$587.50</u>
	Transactions	

Fund **405 - Non-Reverting Improve I(S0113)**

Department **06 - Controller's Office**

Program **060000 - Main**

Account **53120 - Special Legal Services**

19660 - Bose McKinney & Evans, LLP

608 - Krieg Devault, LLP

10-legal services federally funded project-7/7/23	08/18/2023	3,000.00
10- legal services Governmental Affairs-July 2023	08/18/2023	2,500.00
Account 53120 - Special Legal Services Totals	Invoice 2	<u>\$5,500.00</u>
	Transactions	
Program 060000 - Main Totals	Invoice 2	<u>\$5,500.00</u>
	Transactions	
Department 06 - Controller's Office Totals	Invoice 2	<u>\$5,500.00</u>
	Transactions	
Fund 405 - Non-Reverting Improve I(S0113) Totals	Invoice 2	<u>\$5,500.00</u>
	Transactions	

Fund **450 - Local Road and Street(S0706)**

Department **20 - Street**

Program **200000 - Main**

Account **53520 - Street Lights / Traffic Signals**

223 - Duke Energy

223 - Duke Energy

223 - Duke Energy

02-308 N Roger-crosswalk-elec chgs 6/28-7/26/23	08/09/2023	11.28
02-W 17th St Reconstruction Proj-elec chgs 6/29-7/27/23	BC 2019-15 08/09/2023	99.89
02-6th & Lincoln-meter surface lot-elec. chgs 7/4-8/2/23	BC 2019-74 08/09/2023	16.84



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223 - Duke Energy	02-3rd/5th/Adams traffic signal-elec chgs 06/24/23-07/24/23		08/09/2023	49.60
223 - Duke Energy	02-Downtown Alleys LED PH II-elec chgs 06/28/23-07/26/23	BC 2021-60	08/09/2023	19.18
223 - Duke Energy	02-6th St (Fairview to Elm)-elec chgs 06/24/23-07/24/23	BC 2021-59	08/09/2023	24.33
223 - Duke Energy	02-W 3rd & N Rogers-elec. chgs 06/28/23-07/26/23	BC 2021-94	08/09/2023	5.88
223 - Duke Energy	02-Henderson St Pathway-elec chgs 6/29-7/27/23	BC 2019-100	08/09/2023	46.06
223 - Duke Energy	02-Lighting 2538 S Buttonwood Lane elec chgs 07/02/23-08/01/23	BC 2022-025	08/09/2023	6.88
223 - Duke Energy	02-Trailview Subdivision-elec. chgs 06/29/23-07/27/23	BC 2022-076	08/09/2023	45.53
223 - Duke Energy	02-Showers (501 N Morton) Energy & Maint 06/23/23-07/21/23	BC 2021-56	08/09/2023	300.72
223 - Duke Energy	02-1010 W 14th ST-equip/elec chgs 06/23/23-07/21/23	BC 2022-127	08/09/2023	15.71
223 - Duke Energy	02-W 12th-Lindbergh to Lincoln/elec chgs 06/23/23-07/21/23	BC 2022-125	08/09/2023	31.45
223 - Duke Energy	02-W. 15th St-N Lindbergh to Woodburn-elec 06/23-07/21/23	BC 2022-128	08/09/2023	48.88
223 - Duke Energy	02-College Mall & Moores Pk-signal chgs 6/30-7/28/23		08/09/2023	44.57

Account 53520 - Street Lights / Traffic Signals Totals	Invoice 15 Transactions	\$766.80
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Account 54440 - Motor Equipment

11672 - Jack Doheny Companies, INC	20-2022 Versalift Bucket Truck	08/18/2023	239,900.00
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Account 54440 - Motor Equipment Totals	Invoice 1 Transactions	\$239,900.00
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Program 200000 - Main Totals	Invoice 16 Transactions	\$240,666.80
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Department 20 - Street Totals	Invoice 16 Transactions	\$240,666.80
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Fund 450 - Local Road and Street(S0706) Totals	Invoice 16 Transactions	\$240,666.80
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Fund 451 - Motor Vehicle Highway(S0708)

Department 20 - Street

Program 200000 - Main



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Account 52210 - Institutional Supplies

313 - Fastenal Company	20-Safety Supplies for Crews (gloves, glasses, ear plugs)	08/18/2023	274.28
	Account 52210 - Institutional Supplies Totals	Invoice 1 Transactions	<u>\$274.28</u>

Account 52340 - Other Repairs and Maintenance

2974 - MacAllister Machinery Co, INC	20-Teeth for CAT Milling Machine	08/18/2023	1,633.50
336 - Southside Rental Center, INC	20-Propane for crews (75)	08/18/2023	89.25
	Account 52340 - Other Repairs and Maintenance Totals	Invoice 2 Transactions	<u>\$1,722.75</u>

Account 52420 - Other Supplies

409 - Black Lumber Co. INC	20-cylinder HWI fuel, surestart utility lighter	08/18/2023	10.96
293 - J&S Locksmith Shop, INC	20-Keys for equipment	08/18/2023	69.85
	Account 52420 - Other Supplies Totals	Invoice 2 Transactions	<u>\$80.81</u>

Account 53250 - Pagers

332 - Indiana Paging Network, INC	20-Monthly Service for Pagers (Snow Control) Sept 2023	08/18/2023	86.14
	Account 53250 - Pagers Totals	Invoice 1 Transactions	<u>\$86.14</u>

Account 53510 - Electrical Services

223 - Duke Energy	19-Fac Summary Elec Billing-5/26-7/1/23	BC 2010-23	08/09/2023	202.63
	Account 53510 - Electrical Services Totals	Invoice 1 Transactions		<u>\$202.63</u>

Account 53540 - Natural Gas

6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-July 2023 management fee			21.07
	Account 53540 - Natural Gas Totals	Invoice 1 Transactions		<u>\$21.07</u>

Account 53610 - Building Repairs

321 - Harrell Fish, INC (HFI)	20- SA - Cleaned condenser and checked charge	BC 2022-115	08/18/2023	140.00
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		Account 53610 - Building Repairs Totals	Invoice 1 Transactions	\$140.00
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-7/26/23		08/18/2023	8.35
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-7/26/23		08/18/2023	38.47
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-8/2/23		08/18/2023	38.47
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-8/2/23		08/18/2023	8.35
		Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 4 Transactions	\$93.64
Account 53950 - Landfill				
52226 - Hoosier Transfer Station-3140	20-Disposal fees for sweeper dump debris 7/11/23		08/18/2023	1,437.07
		Account 53950 - Landfill Totals	Invoice 1 Transactions	\$1,437.07
Account 53990 - Other Services and Charges				
6152 - K&S Rolloff, INC	20-Rolloff Services for sweeper debris 7/11/23		08/18/2023	500.00
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-7/12/23		08/18/2023	200.00
		Account 53990 - Other Services and Charges Totals	Invoice 2 Transactions	\$700.00
		Program 200000 - Main Totals	Invoice 16 Transactions	\$4,758.39
		Department 20 - Street Totals	Invoice 16 Transactions	\$4,758.39
		Fund 451 - Motor Vehicle Highway(S0708) Totals	Invoice 16 Transactions	\$4,758.39
Fund 452 - Parking Facilities(S9502)				
Department 26 - Parking				
Program 260000 - Main				
Account 52210 - Institutional Supplies				
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	26-usb thumb drives gloves for parking garage cleaning		08/18/2023	19.96



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Account	Description	Invoice Date	Amount
Account 52210 - Institutional Supplies Totals			
		Invoice 1 Transactions	\$19.96
Account 52310 - Building Materials and Supplies			
8658 - Kleindorfer's Hardware LLC	26-Padlocks for 4th St Garage alley-gated area	08/18/2023	36.28
Account 52310 - Building Materials and Supplies Totals			
		Invoice 1 Transactions	\$36.28
Account 53150 - Communications Contract			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	26-surge protector for parking office tv	08/18/2023	25.59
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	26-tv and equipment for parking garage camera monitoring	08/18/2023	627.79
Account 53150 - Communications Contract Totals			
		Invoice 2 Transactions	\$653.38
Account 53510 - Electrical Services			
32 - Cassady Electrical Contractors, INC	26-Morton St Garage-service for fire alarm vandalism	08/18/2023	85.00
223 - Duke Energy	26-Trades Garage-489 W. 10th-elec chgs 06/22/23-07/20/23	08/09/2023	893.94
223 - Duke Energy	26-4th St Garage-elec chgs 06/28-07/26/22	08/09/2023	1,410.00
223 - Duke Energy	19-Fac Summary Elec Billing-5/26-7/1/23	08/09/2023	1,735.49
Account 53510 - Electrical Services Totals			
		Invoice 4 Transactions	\$4,124.43
Account 53540 - Natural Gas			
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	26-Trades Garage-489 W. 10th-gas bill 07/03/23-08/01/23		48.77
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	15-489 W. 10th St-Unit #1-gas bill 07/03-08/01/23		48.77
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	15-489 W. 10th St-Unit #2-gas bill 07/03-08/01/23		48.77
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	26-4th St Garage-105 W. 4th St-gas bill 07/03/23-08/01/23		48.77
Account 53540 - Natural Gas Totals			
		Invoice 4 Transactions	\$195.08
Account 53610 - Building Repairs			
3560 - First Financial Bank / Credit Cards	26-homeland security elevator renewal morton and 4th st garage	08/18/2023	262.24



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Invoice Date Range 08/05/23 - 08/18/23

321 - Harrell Fish, INC (HFI)	26-Trades Garage-electric panel reset-water damage		08/18/2023	360.00
393 - Kone INC	26-Walnut St Garage-Maintenance Period-Aug 2023	BC 2023-004	08/18/2023	207.87
393 - Kone INC	26-Morton St Garage-Maintenance Period-Aug 2023	BC 2023-004	08/18/2023	456.54
393 - Kone INC	26-Trades District Garage-Maintenance Period-Aug 2023	BC 2023-004	08/18/2023	913.08
393 - Kone INC	26-4th St Garage-Maintenance Period-Aug 2023	BC 2023-004	08/18/2023	913.08
392 - Koorsen Fire & Security, INC	26-4th St Garage-Pro-rated elevator monitoring-3/9/23-2/29/24	BC 2022-092	08/18/2023	819.67
392 - Koorsen Fire & Security, INC	26-Morton St Gar-Annual elevator alarm monitoring-4/1/23-3/31/24	BC 2022-092	08/18/2023	720.00
3980 - Robert Wyatt Thrasher III (Thrasher Landscape, INC)	26-4th St Garage-landscape maintenance-7/25/23	BC 2022-120	08/18/2023	360.00
	Account 53610 - Building Repairs Totals		Invoice 9 Transactions	<u>\$5,012.48</u>
Account 53840 - Lease Payments				
512 - 7th & Walnut , LLC	26-Walnut St Garage - SEPT 2023 garage rent		08/18/2023	17,824.79
3887 - Mercury Development Group, LLC	26-Morton St Garage-SEPT 2023 garage rent		08/18/2023	38,035.85
	Account 53840 - Lease Payments Totals		Invoice 2 Transactions	<u>\$55,860.64</u>
	Program 260000 - Main Totals		Invoice 23 Transactions	<u>\$65,902.25</u>
	Department 26 - Parking Totals		Invoice 23 Transactions	<u>\$65,902.25</u>
	Fund 452 - Parking Facilities(S9502) Totals		Invoice 23 Transactions	<u>\$65,902.25</u>
Fund 454 - Alternative Transport(S6301)				
Department 07 - Engineering				
Program 070000 - Main				
Account 53110 - Engineering and Architectural				
7059 - Eagle Ridge Civil Engineering Services, LLC	07-Misc. Neighborhood Greenways-7/28/23	NC 2022-135	08/18/2023	5,402.54
	Account 53110 - Engineering and Architectural Totals		Invoice 1 Transactions	<u>\$5,402.54</u>



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Department 26 - Parking

Program 260000 - Main

Account 52430 - Uniforms and Tools

5695 - 1818 Apparel Co., INC (dba Freethink AppareI)

26-parking officer uniforms-pants, shorts, hem pants	08/18/2023	615.00
Account 52430 - Uniforms and Tools Totals		Invoice 1
		\$615.00
Program 260000 - Main Totals		Transactions
		Invoice 1
		\$615.00
Department 26 - Parking Totals		Transactions
		Invoice 1
		\$615.00
Fund 454 - Alternative Transport(S6301) Totals		Transactions
		Invoice 2
		\$6,017.54

Fund 455 - Parking Meter Fund(S2141)

Department 26 - Parking

Program 260000 - Main

Account 52110 - Office Supplies

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)

6530 - Office Depot, INC

6530 - Office Depot, INC

26-usb thumb drives gloves for parking garage cleaning	08/18/2023	52.90
26-6 headsets for parking services	08/18/2023	569.94
26-6 headsets for parking services refund	08/18/2023	(569.94)
26-usb thumb drives for parking data	08/18/2023	39.99
26-usb thumb drives for parking data	08/18/2023	39.98
Account 52110 - Office Supplies Totals		Invoice 5
		\$132.87
		Transactions

Account 52340 - Other Repairs and Maintenance

4264 - IPS Group, INC

26-Out of warranty repair service (53)-7/28/23	08/18/2023	5,035.00
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Program 070000 - Main Totals	Invoice 1	\$5,402.54
Department 07 - Engineering Totals	Transactions	
	Invoice 1	\$5,402.54
	Transactions	



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6688 - SSW Enterprises, LLC (Office Pride)	26-4th St Garage cleaning service 3x a week-8/1/2023	08/18/2023	487.00
	Account 52340 - Other Repairs and Maintenance Totals	Invoice 2 Transactions	<u>\$5,522.00</u>
Account 52420 - Other Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	26-laminating machine and sheets for parking services	08/18/2023	256.58
6530 - Office Depot, INC	26-parking office binders and dividers	08/18/2023	11.37
	Account 52420 - Other Supplies Totals	Invoice 2 Transactions	<u>\$267.95</u>
Account 52430 - Uniforms and Tools			
5695 - 1818 Apparel Co., INC (dba Freethink AppareI)	26-parking officer uniforms-pants, jacket	08/18/2023	135.00
5695 - 1818 Apparel Co., INC (dba Freethink AppareI)	26-parking officer uniforms-3 polos, pants hemmed	08/18/2023	94.00
	Account 52430 - Uniforms and Tools Totals	Invoice 2 Transactions	<u>\$229.00</u>
Account 53240 - Freight / Other			
4264 - IPS Group, INC	26-Out of warranty repair service (53)-7/28/23	08/18/2023	904.71
	Account 53240 - Freight / Other Totals	Invoice 1 Transactions	<u>\$904.71</u>
Account 53640 - Hardware and Software Maintenance			
54432 - T2 Systems, INC	26-ROVR returns-July 2023	08/18/2023	1,411.80
	Account 53640 - Hardware and Software Maintenance Totals	Invoice 1 Transactions	<u>\$1,411.80</u>
Account 53990 - Other Services and Charges			
204 - State Of Indiana	26-lookups for driver information for towing	08/18/2023	15.00
	Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions	<u>\$15.00</u>
	Program 260000 - Main Totals	Invoice 14 Transactions	<u>\$8,483.33</u>
	Department 26 - Parking Totals	Invoice 14 Transactions	<u>\$8,483.33</u>
	Fund 455 - Parking Meter Fund(S2141) Totals	Invoice 14 Transactions	<u>\$8,483.33</u>



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Fund 456 - MVH Restricted

Department **20 - Street**

Program **200000 - Main**

Account **52330 - Street , Alley, and Sewer Material**

5149 - E&B Paving, INC	20-Credit for asphalt millings-College Ave	BC 2023-009A	08/18/2023	(1,369.68)
5149 - E&B Paving, INC	20-Asphalt for Paving S College Ave	BC 2023-009A	08/18/2023	14,421.61
Account 52330 - Street , Alley, and Sewer Material Totals			Invoice 2	<u>\$13,051.93</u>
			Transactions	
Program 200000 - Main Totals			Invoice 2	<u>\$13,051.93</u>
			Transactions	
Department 20 - Street Totals			Invoice 2	<u>\$13,051.93</u>
			Transactions	
Fund 456 - MVH Restricted Totals			Invoice 2	<u>\$13,051.93</u>
			Transactions	

Fund 600 - Cumulative Cap Imprv(CIG)(S2379)

Department **02 - Public Works**

Program **020000 - Main**

Account **52330 - Street , Alley, and Sewer Material**

334 - Irving Materials, INC	20-Concrete Materials class A stone-709 W. 13th St	BC 2023-008	08/18/2023	740.00
Account 52330 - Street , Alley, and Sewer Material Totals			Invoice 1	<u>\$740.00</u>
			Transactions	
Program 020000 - Main Totals			Invoice 1	<u>\$740.00</u>
			Transactions	
Department 02 - Public Works Totals			Invoice 1	<u>\$740.00</u>
			Transactions	
Fund 600 - Cumulative Cap Imprv(CIG)(S2379) Totals			Invoice 1	<u>\$740.00</u>
			Transactions	

Fund 601 - Cumulative Capital Devlp(S2391)

Department **07 - Engineering**

Program **070000 - Main**



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Account 54310 - Improvements Other Than Building

3560 - First Financial Bank / Credit Cards

07-17th St Path West (CN) , Work performed at 130 N Kinser Pike	08/18/2023	1,097.98
Account 54310 - Improvements Other Than Building Totals	Invoice 1	<u>1,097.98</u>
	Transactions	
Program 070000 - Main Totals	Invoice 1	<u>1,097.98</u>
	Transactions	
Department 07 - Engineering Totals	Invoice 1	<u>1,097.98</u>
	Transactions	
Fund 601 - Cumulative Capital Devlp(S2391) Totals	Invoice 1	<u>1,097.98</u>
	Transactions	

Fund 610 - Vehicle Replacement Fund(S0012)

Department **06 - Controller's Office**

Program **060000 - Main**

Account **54410 - Lease Purchase**

941 - Central Indiana Truck Equipment Corporation

16-Heil Dura Pack 25 CY Rear Loading Sanitation Truck	08/18/2023	278,839.00
Account 54410 - Lease Purchase Totals	Invoice 1	<u>\$278,839.00</u>
	Transactions	
Program 060000 - Main Totals	Invoice 1	<u>\$278,839.00</u>
	Transactions	
Department 06 - Controller's Office Totals	Invoice 1	<u>\$278,839.00</u>
	Transactions	
Fund 610 - Vehicle Replacement Fund(S0012) Totals	Invoice 1	<u>\$278,839.00</u>
	Transactions	

Fund 730 - Solid Waste (S6401)

Department **16 - Sanitation**

Program **160000 - Main**

Account **52420 - Other Supplies**

476 - Southern Indiana Parts, INC (Napa Auto Parts)

337 - Stansifer Radio Co, INC

1743 - The Home City Ice Company

16-Electric Pump for DEF Tank	08/18/2023	767.07
16-(2) panp for radios	08/18/2023	11.40
16-75 7lb bags of ice-inc delivery charge-8/1/23	08/18/2023	179.25



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Account 52420 - Other Supplies Totals		Invoice 3 Transactions	\$957.72
Account 52430 - Uniforms and Tools			
793 - Indiana Safety Company, INC	16-Employee Leather Gloves	08/18/2023	374.14
Account 52430 - Uniforms and Tools Totals		Invoice 1 Transactions	\$374.14
Account 53140 - Exterminator Services			
51538 - Economy Termite & Pest Control, INC	16-Pest Control Services @ Sanitation 7-24-23	BC 2022-105 08/18/2023	125.00
Account 53140 - Exterminator Services Totals		Invoice 1 Transactions	\$125.00
Account 53150 - Communications Contract			
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	16-Wireless Radio Service for August 2023	08/18/2023	572.05
Account 53150 - Communications Contract Totals		Invoice 1 Transactions	\$572.05
Account 53240 - Freight / Other			
793 - Indiana Safety Company, INC	16-Employee Leather Gloves	08/18/2023	73.46
Account 53240 - Freight / Other Totals		Invoice 1 Transactions	\$73.46
Account 53410 - Liability / Casualty Premiums			
8189 - Paragon Asset Recovery Services, LLC (Sedgwick)	16-Insurance Claim #4A23065YXM1-Kimberly Hewitt-	08/18/2023	4,820.22
Account 53410 - Liability / Casualty Premiums Totals		Invoice 1 Transactions	\$4,820.22
Account 53510 - Electrical Services			
223 - Duke Energy	19-Fac Summary Elec Billing-5/26-7/1/23	BC 2010-23 08/09/2023	22.13
Account 53510 - Electrical Services Totals		Invoice 1 Transactions	\$22.13
Account 53540 - Natural Gas			
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-July 2023 management fee		5.32
Account 53540 - Natural Gas Totals		Invoice 1 Transactions	\$5.32



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Account 53920 - Laundry and Other Sanitation Services

19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-7/26/23	08/18/2023	26.76
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)- 07/26/2023	08/18/2023	7.79
Account 53920 - Laundry and Other Sanitation Services Totals			Invoice 2 Transactions \$34.55

Account 53950 - Landfill

52226 - Hoosier Transfer Station-3140	16-trash disposal fee-07/17-07/31/23	08/18/2023	17,429.17
52226 - Hoosier Transfer Station-3140	16-recycling fees-07/17-07/31/2023	08/18/2023	2,353.85
Account 53950 - Landfill Totals			Invoice 2 Transactions \$19,783.02
Program 160000 - Main Totals			Invoice 14 Transactions \$26,767.61
Department 16 - Sanitation Totals			Invoice 14 Transactions \$26,767.61
Fund 730 - Solid Waste (S6401) Totals			Invoice 14 Transactions \$26,767.61

Fund 800 - Risk Management(S0203)

Department 10 - Legal

Program 100000 - Main

Account 52430 - Uniforms and Tools

1448 - Shoe Carnival, INC	10-safety shoes-Grainey (8.5)-6/11/23	08/18/2023	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Hunt (8)-6/14/23	08/18/2023	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Russell (9)-6/14/23	08/18/2023	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Bradley (8.5)-6/14/23	08/18/2023	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Enos (10.5)-6/20/23	08/18/2023	94.98
1448 - Shoe Carnival, INC	10-safety shoes-Miller (10.5)-6/30/23	08/18/2023	100.00
Account 52430 - Uniforms and Tools Totals			Invoice 6 Transactions \$594.98



Board of Public Works Claim Register

Invoice Date Range 08/05/23 - 08/18/23

Account 53130 - Medical

5993 - John M Moore

10-reimb for CDL physical-7/17/23 08/18/2023 100.00

Account **53130 - Medical** Totals Invoice 1
Transactions \$100.00

Account 53160 - Instruction

3560 - First Financial Bank / Credit Cards

10- FFB CPR training for 5 employees- 7/19/23 08/18/2023 140.00

Account **53160 - Instruction** Totals Invoice 1
Transactions \$140.00

Account 53420 - Worker's Comp & Risk

7792 - ONB Benefit Administration LLC (JWF Specialty)

10 Workers Comp Payment 07.06.23-07.12.23 08/09/2023 1,759.53

7792 - ONB Benefit Administration LLC (JWF Specialty)

10 Workers Comp Payment 06.29.23-07.05.23 08/09/2023 781.79

Account **53420 - Worker's Comp & Risk** Totals Invoice 2
Transactions \$2,541.32

Program **100000 - Main** Totals Invoice 10 \$3,376.30

Department **10 - Legal** Totals Invoice 10 \$3,376.30

Fund **800 - Risk Management(S0203)** Totals Invoice 10
Transactions \$3,376.30

Fund 801 - Health Insurance Trust

Department **12 - Human Resources**

Program **120000 - Main**

Account 53990 - Other Services and Charges

3977 - Cigna Health & Life Insurance Company

12-August 2023 Cigna Dental Vision 08/18/2023 2,468.84

Account **53990 - Other Services and Charges** Totals Invoice 1
Transactions \$2,468.84

Account 53990.1201 - Other Services and Charges Health Insurance

3928 - Aim Medical Trust

12-August 2023 AIM Medical Premiums 08/07/2023 1,031,175.07

3908 - CIGNA Healthcare

12-Cigna Dental Funding 8-3-2023 08/07/2023 37,506.57



Board of Public Works Claim Register

Invoice Date Range 08/05/23 - 08/18/23

Account **53990.1201 - Other Services and Charges Health Insurance** Totals
 Program **120000 - Main** Totals
 Department **12 - Human Resources** Totals
 Fund **801 - Health Insurance Trust** Totals

Invoice 2	\$1,068,681.64
Transactions	
Invoice 3	\$1,071,150.48
Transactions	
Invoice 3	\$1,071,150.48
Transactions	
Invoice 3	\$1,071,150.48
Transactions	

Fund **802 - Fleet Maintenance(\$9500)**

Department **17 - Fleet Maintenance**

Program **170000 - Main**

Account **52230 - Garage and Motor Supplies**

50605 - Bauer Built, INC	17 - 4 Duro Frontier tires + Indiana tire fee + Delivery charge	08/18/2023	655.00
50605 - Bauer Built, INC	17 - 8 firehawk pursuit AWT tire and registration	08/18/2023	1,221.60
50605 - Bauer Built, INC	17 - (2) 445/65R225 L XZL wide base tires	08/18/2023	2,264.00
50605 - Bauer Built, INC	17 - 16 retread, white powder coat, metal stem truck, flow thru	08/18/2023	6,252.93
4693 - Monroe County Tire & Supply, INC	17 - Yokohama GEO P255/70R17 Owl (4) tires	08/18/2023	781.00

Account 52230 - Garage and Motor Supplies Totals	Invoice 5	\$11,174.53
	Transactions	

Account **52240 - Fuel and Oil**

613 - Hoosier Penn Oil Company, INC	17 - HP Full Syn 5w20 GF6 oil for various vehicles	08/18/2023	1,560.46
7854 - Premier AG CO-OP, INC (Premier Energy)	17-fuel-B5 PDX4 Clear on Road (7,243 gallons)- 7/19/23	BC 2022-109D 08/18/2023	22,516.31

Account 52240 - Fuel and Oil Totals	Invoice 2	\$24,076.77
	Transactions	

Account **52320 - Motor Vehicle Repair**

4135 - Andy Mohr Truck Center	17 - Valve and kit	08/18/2023	33.10
244 - Bloomington Ford, INC	17 - Exhaust Sensor for D 141	08/18/2023	44.32
244 - Bloomington Ford, INC	17 - Valve Assembly for P130	08/18/2023	47.18



Board of Public Works Claim Register

Invoice Date Range 08/05/23 - 08/18/23

244 - Bloomington Ford, INC	17 - heated exhaust gas oxygen sensor (Hego Sensor)	08/18/2023	75.14
244 - Bloomington Ford, INC	17 - heated exhaust gas oxygen sensor (Hego Sensor)	08/18/2023	137.84
244 - Bloomington Ford, INC	17-CR-Returned alternator Assembly-Inv #5080185	08/18/2023	(75.00)
5481 - Bright Equipment, INC (Bobcat of Ellettsville)	17 - Clamp battery hold down	08/18/2023	7.41
941 - Central Indiana Truck Equipment Corporation	17 - Clamp Twin 3/4" for 957	08/18/2023	51.99
941 - Central Indiana Truck Equipment Corporation	17 - Tube for 957	08/18/2023	262.11
941 - Central Indiana Truck Equipment Corporation	17 - Rod end, cylinder pin, bolt 1x7 for 961	08/18/2023	373.84
4466 - Clarke Power Services, INC	17- # 396 Outside service-engine dumping coolant	08/18/2023	15,666.50
594 - Curry Auto Center, INC	17 - SL-N-Valve for 293	08/18/2023	54.57
8665 - Effingham Crossroads Truck Equipment INC	17 - #560 cam kit wheel seal slack adjuster	08/18/2023	489.08
51827 - Fire Service, INC	17 - Throttle pedal Assembly	08/18/2023	1,200.30
455 - Industrial Service & Supply, INC	17 - (6) Poppet Coupler	08/18/2023	59.64
455 - Industrial Service & Supply, INC	17 - 2" Return Hose	08/18/2023	162.33
796 - Interstate Battery System of Bloomington, INC	17 - batteries for City vehicles- 7/14/2023	08/18/2023	112.72
796 - Interstate Battery System of Bloomington, INC	17 - batteries for City vehicles - 7/20/23	08/18/2023	167.00
796 - Interstate Battery System of Bloomington, INC	17 - batteries for City vehicles - 6/22/23	08/18/2023	733.24
796 - Interstate Battery System of Bloomington, INC	17 - batteries for City vehicles - 7/24/2023	08/18/2023	752.16
11672 - Jack Doheny Companies, INC	17 - various parts-a/c compressor, pressure switch, rear curtain	08/18/2023	1,492.92
6763 - Jacobi Sales, INC	17 - #707 fan and shroud	08/18/2023	296.07
4439 - JX Enterprises, INC	17 - tensioner-belt	08/18/2023	155.03
4439 - JX Enterprises, INC	17 - poly belt, idler pulley, tensioner belt	08/18/2023	218.09
4439 - JX Enterprises, INC	17 - (2) exhaust manifolds, mounting spacer	08/18/2023	1,066.66



Board of Public Works Claim Register

Invoice Date Range 08/05/23 - 08/18/23

4439 - JX Enterprises, INC	17 - credit for warranty part	08/18/2023	(394.99)
2974 - MacAllister Machinery Co, INC	17 - Pump GP-F for 657	08/18/2023	2,941.66
53385 - O'Reilly Automotive Stores, INC	17 - Tire tube	08/18/2023	11.29
53385 - O'Reilly Automotive Stores, INC	17 - Micro-V Belt	08/18/2023	14.17
53385 - O'Reilly Automotive Stores, INC	17 - IGNITION COIL CN for D141	08/18/2023	38.41
53385 - O'Reilly Automotive Stores, INC	17 - wheel oil bath seals	08/18/2023	40.72
53385 - O'Reilly Automotive Stores, INC	17 - Micro-V Belt & Tensioner for P125	08/18/2023	67.06
53385 - O'Reilly Automotive Stores, INC	17 - gas-magnum	08/18/2023	106.61
53385 - O'Reilly Automotive Stores, INC	17 - core credit for returned parts	08/18/2023	(214.41)
6889 - Professional Golfcar Corporation	17 - brake pedal and bracket for 824	08/18/2023	358.72
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - various parts for the month of July 2023	08/18/2023	13,129.20
582 - Town & Country Chrysler Dodge Jeep, INC	17 - Fan motor wiring for 1203	08/18/2023	169.15
54917 - Vans Carburetor & Electric, INC (Vans Electrical)	17 - replaced bearings, bushes, regulator and cleaned armature	08/18/2023	171.46
7555 - VoMac Truck Sales & Service INC	17 - Slack kit	08/18/2023	444.16
7555 - VoMac Truck Sales & Service INC	17 - Pipe for 955	08/18/2023	660.28
2096 - West Side Tractor Sales CO.	17 - Switch, Key & Nut for 477	08/18/2023	94.72
2096 - West Side Tractor Sales CO.	17 - Rear view Mirror for 607	08/18/2023	123.59
2096 - West Side Tractor Sales CO.	17 - Clamp, gas operated cylinder for 477	08/18/2023	136.77
2096 - West Side Tractor Sales CO.	17-filter element, air filter, muffler, clamp, washer, bolt	08/18/2023	817.14
2096 - West Side Tractor Sales CO.	17-Filter elements, air filters, drain valve, air filters - 607	08/18/2023	838.55
2096 - West Side Tractor Sales CO.	17 - Starter & Starter motor kit	08/18/2023	849.26

Account **52320 - Motor Vehicle Repair** Totals

Invoice 46
Transactions

\$43,987.76



Board of Public Works Claim Register

Invoice Date Range 08/05/23 - 08/18/23

Account 52420 - Other Supplies

177 - Indiana Oxygen Company, INC	17 - Plasma torches	08/18/2023	182.41
177 - Indiana Oxygen Company, INC	17 - gases for torch and welding equipment	08/18/2023	275.02
8658 - Kleindorfer's Hardware LLC	17 - valve & NPT barb	08/18/2023	21.97
8181 - Lawson Products, INC	17 - shop supplies and DNI parts	08/18/2023	294.78
6216 - Terminal Supply, INC	17 - star, 6 array led for stock (8)	08/18/2023	864.56
6216 - Terminal Supply, INC	17 - star, 6 array led for stock (12)	08/18/2023	1,296.84
6216 - Terminal Supply, INC	17 - shop supplies screws, toggle switch, rocker switch etc	08/18/2023	1,645.46
6216 - Terminal Supply, INC	17 - (4) Robe light for shop	08/18/2023	173.01
Account 52420 - Other Supplies Totals			Invoice 8 Transactions \$4,754.05

Account 53510 - Electrical Services

223 - Duke Energy	19-Fac Summary Elec Billing-5/26-7/1/23	BC 2010-23	08/09/2023	23.61
Account 53510 - Electrical Services Totals			Invoice 1 Transactions \$23.61	

Account 53540 - Natural Gas

6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-July 2023 managment fee			25.45
Account 53540 - Natural Gas Totals			Invoice 1 Transactions \$25.45	

Account 53610 - Building Repairs

4483 - City Lawn Corporation	17 - Mowing-7/7/23	BC 2022-091	08/18/2023	35.00
392 - Koorsen Fire & Security, INC	17 - SA - Exchange & Annual Fire Extinguisher Inspection	BC 2022-092	08/18/2023	1,186.50
Account 53610 - Building Repairs Totals			Invoice 2 Transactions \$1,221.50	

Account 53620 - Motor Repairs

4336 - American Eagle Auto Glass of Terre Haute, INC	17- Windshield For 2000 Volvo conventional cab		08/18/2023	235.00
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Board of Public Works Claim Register

Invoice Date Range 08/05/23 - 08/18/23

4466 - Clarke Power Services, INC	17 - # 396 Outside service-engine dumping coolant	08/18/2023	12,841.00
4474 - Ken's Westside Service & Towing, LLC	17 - towing-New Holland tractor-8/1/23	08/18/2023	156.25
4474 - Ken's Westside Service & Towing, LLC	17 -towing-Unit #692-8/2/23	08/18/2023	225.00
4474 - Ken's Westside Service & Towing, LLC	17-towing-Pelican Street Sweeper-7/24/23	08/18/2023	225.00
6476 - Samuel D Wray (Wray Automotive)	17 - Unit #131 alignment	08/18/2023	50.00
Account 53620 - Motor Repairs Totals		Invoice 6 Transactions	\$13,732.25
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals - 8/2/2023	08/18/2023	21.96
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals - 7/19/2023	08/18/2023	22.81
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Mat & towel rentals - 8/2/2023	08/18/2023	88.90
19171 - Aramark Uniform & Career Apparel Group, INC	17 - mat rentals and shop towels - 7/19/23	08/18/2023	88.90
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals - 7/26/23	08/18/2023	22.81
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Mat & towel rentals - 7/26/23	08/18/2023	88.90
Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 6 Transactions	\$334.28
Account 53990 - Other Services and Charges			
3560 - First Financial Bank / Credit Cards	17 - BMV title fees for Ford Van	08/18/2023	45.00
3560 - First Financial Bank / Credit Cards	17 - bmv title fees for GMC Terrain	08/18/2023	30.00
Account 53990 - Other Services and Charges Totals		Invoice 2 Transactions	\$75.00
Program 170000 - Main Totals		Invoice 79 Transactions	\$99,405.20
Department 17 - Fleet Maintenance Totals		Invoice 79 Transactions	\$99,405.20
Fund 802 - Fleet Maintenance(S9500) Totals		Invoice 79 Transactions	\$99,405.20
Fund 804 - Insurance Voluntary Trust			



Board of Public Works Claim Register

Invoice Date Range 08/05/23 - 08/18/23

Department **12 - Human Resources**

Program **120000 - Main**

Account **53990.1241 - Other Services and Charges Vision**

3977 - Cigna Health & Life Insurance Company	12-August 2023 Cigna Dental Vision	08/18/2023	9,528.60
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Account 53990.1241 - Other Services and Charges Vision Totals	Invoice 1	\$9,528.60
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Transactions

Account **53990.1271 - Other Services and Charges Section 125 - URM- City**

17785 - The Howard E. Nyhart Company, INC	12-City URM	08/07/2023	40.00
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17785 - The Howard E. Nyhart Company, INC	12-City URM	08/08/2023	66.94
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17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/09/2023	94.59
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17785 - The Howard E. Nyhart Company, INC	12-City URM		22.49
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Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals	Invoice 4	\$224.02
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Transactions

Account **53990.1272 - Other Services and Charges Section 125 - DDC- City**

17785 - The Howard E. Nyhart Company, INC	12-CityDDC	08/08/2023	985.20
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Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals	Invoice 1	\$985.20
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Transactions

Account **53990.1281 - Other Services and Charges Section 125 - URM- Util**

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/09/2023	3.16
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Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals	Invoice 1	\$3.16
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Transactions

Account **53990.1283 - Other Services and Charges Health Savings Account**

17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA Employee Contribution 8-11-2023		23,300.66
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Account 53990.1283 - Other Services and Charges Health Savings Account Totals	Invoice 1	\$23,300.66
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Transactions

Program 120000 - Main Totals	Invoice 8	\$34,041.64
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Transactions

Department 12 - Human Resources Totals	Invoice 8	\$34,041.64
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Transactions



Board of Public Works Claim Register

Invoice Date Range 08/05/23 - 08/18/23

	Fund 804 - Insurance Voluntary Trust Totals	Invoice 8 Transactions	\$34,041.64
Fund 978 - City 2016 GO Bond Proceeds			
Department 06 - Controller's Office			
Program 06016B - 2016 B Ped/Signal/Intersection			
Account 54510 - Other Capital Outlays			
5409 - VS Engineering, INC	13-Sare Road Multiuse Path_Intersection Improv-serv BC 2019-142 thru 3/31/23	08/18/2023	1,344.00
5409 - VS Engineering, INC	13 Sare Road Multiuse Path_Intersection Improv-serv BC 2019-142 thru 6/30/23	08/18/2023	1,885.18
	Account 54510 - Other Capital Outlays Totals	Invoice 2 Transactions	\$3,229.18
	Program 06016B - 2016 B Ped/Signal/Intersection Totals	Invoice 2 Transactions	\$3,229.18
	Department 06 - Controller's Office Totals	Invoice 2 Transactions	\$3,229.18
	Fund 978 - City 2016 GO Bond Proceeds Totals	Invoice 2 Transactions	\$3,229.18
Fund 987 - Econ Dev LIT Bonds of 2022			
Department 06 - Controller's Office			
Program 060000 - Main			
Account 54510 - Other Capital Outlays			
5534 - Presidio Holdings, INC	28 - Presidio 64 Lenel Door Licenses	08/18/2023	2,259.20
	Account 54510 - Other Capital Outlays Totals	Invoice 1 Transactions	\$2,259.20
	Program 060000 - Main Totals	Invoice 1 Transactions	\$2,259.20
	Department 06 - Controller's Office Totals	Invoice 1 Transactions	\$2,259.20
	Fund 987 - Econ Dev LIT Bonds of 2022 Totals	Invoice 1 Transactions	\$2,259.20
	Grand Totals	Invoice 409 Transactions	\$2,916,212.12

REGISTER OF CLAIMS
Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
08/18/23	Claims				\$2,916,212.12
					<u>\$2,916,212.12</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$2,916,212.12

Dated this 15th day of August year of 2023.

<u>Kyla Cox Deckard, President</u>	<u>Elizabeth Karon, Vice President</u>	<u>Jennifer Lloyd, Secretary</u>

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

Fiscal Office _____