# Board of Public Works Meeting January 30, 2024



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

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

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

### AGENDA BOARD OF PUBLIC WORKS January 30, 2024

A Regular Meeting of the Board of Public Work will be held Tuesday, **January 30, 2024 at 5:30 p.m**. in the Council Chambers (Rm #115) of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana and via <u>Zoom</u> by using the following link

https://bloomington.zoom.us/j/82970337384?pwd=3T1vgikteQDab18c1ou6VF28UtjHxS.1 Meeting ID: 829 7033 7384 Passcode: 754662

### I. <u>ELECTION OF OFFICERS</u>

### II. MESSAGES FROM BOARD MEMBERS

### III. <u>PETITIONS AND REMONSTRANCES</u>

### IV. <u>TITLE VI ABATEMENT</u>

1. Request for Abatement at 304 N. Hopewell Street

### V. <u>CONSENT AGENDA</u>

- 1. Cummins, Inc. 2024 Service Agreement
- 2. Evens Time 2024 Service Agreement
- 3. Parker Technology 2024 Service Agreement
- 4. Contract with CE Solutions for on-call Services at Garages
- 5. Approval of Payroll

### VI. <u>NEW BUSINESS</u>

- 1. Public Improvements Bond for Beacon at 1201 W. 3rd Street; Weddle Park Plat
- 2. Resolution 2024-06; Right-of-Way Encroachment Request from Bloomingthai at 405 E. 4th Street
- 3. Resolution 2024-07; Right-of-Way Encroachment Request from Realto Apartments at 2851 E. Longview Ave
- 4. Lane, Sidewalk and Bike Lane Closure Request from Goodman Construction, Inc., at 2038 N. Walnut Street
- 5. Lane and Sidewalk Closure Request from AEG
- 6. Lane, Sidewalk, Alley and Road Closure Request from Milestone Contractors for the Clear Creek Tunnel Project

### VII. <u>STAFF REPORTS & OTHER BUSINESS</u>

### VIII. APPROVAL OF CLAIMS

### IX. ADJOURNMENT

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

# **Staff Report**

To: Board of Public Works

From: Rebecca Davis, HAND and Colleen Newbill, Assistant City Attorney

**Date: January 30, 2024** 

# Re: Request to abate property at 304 N. Hopewell Street, Bloomington, Indiana

## Attachments:

- 1. Notice(s) of Violation Issued on 08/28/2023, 09/21/2023, 11/03/2023, 01/05/2024
- 2. Photograph(s) of the property
- 3. GIS Property Report Card
- 4. Order for Abatement (proposed)

# Facts:

- 1. BMC § 6.06.020 makes it unlawful "for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it."
- 2. On August 28, 2023, a HAND Neighborhood Compliance Officer inspected the property located at 304 N. Hopewell Street, Bloomington, Indiana (the "Property") and issued a Notice of Violation for deposit of garbage, recyclable materials, or yard waste in violation of BMC § 6.06.020 (the "August 28 NOV").
- 3. On September 21, 2023; November 3, 2023; and January 5, 2024; a Neighborhood Compliance Officer re-inspected the Property and issued additional Notices of Violation for the garbage, recyclable materials, or yard waste on the Property in violation of BMC § 6.06.020 (the August 28 NOV and Notices of Violation issued on September 21, November 3, and January 5 are collectively the "NOVs").
- 4. The NOVs were issued to Coleen Grubb (the "Owner"), the owner of the Property.
- 5. The violations have not been corrected and the NOVs were not appealed.
- 6. The NOVs were posted in a conspicuous place at the Property in accordance with BMC § 6.06.070(b).
- 7. The Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC § 6.06.080(b).
- 8. The abatement order should be continuous.

# Status of the Property and Reason for Abatement:

The Property remains out of compliance. Garbage remains thrown, placed and scattered on the property. The Property needs to be abated to eliminate the violation and public nuisance.

## Staff Recommendation:

Staff recommends that the Property be abated as soon as reasonably possible and that the order be continuous in nature.

Da	te 8/28/2023 Time 4:00 pm Address/location 304 N	Housing & Neighborhood Development Department (HAND) P.O. Box 100 401 N. Morton Street Bloomington, IN 47402 www.bloomington.in.gov/hand/
	ued by: $219$	
stre be	BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the eet more than twenty-four hours prior to the time when such solid waste, recycling or yard wast removed from the street or sidewalk on the same day as the collection is made.    Fine Due: \$15.00  Warning (No fine due at this time)  TE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC of the street of the stree	te is to be collected. Carts and containers shall Ticket#
on	BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable mises, street, alley, either public or private, or to suffer or permit any garbage, recyclable mate the premises owned, occupied or controlled by such person either with or without the intent to <b>Fine Due:</b> \$\\$50 \$\\$100 \$\\$100 \$\\$150 \$\\$ Warning (No fine due at this time) <b>DTE:</b> <i>Immediate compliance required</i> in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150	rials or yard waste to be placed or deposited remove, cover or burn it. Ticket# <u>62023-08-1465</u>
	BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to	
	Fine Due: \$\\$50 \$\\$100 \$\\$150 \$\\$Warning (No fine due at this time) OTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150	
Co	mments:	
1.	Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this Department for further enforcement action. This NOV must be returned with payment. You may pay i above. Please make check/money order payable to "The City of Bloomington." All fines listed about the Circuit Courts.	in person or mail payment to the address listed
2.	Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) data exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), responsible for fines due. A non-possessory residential rental property owner is the owner of record, but Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period.	at which time said tenant(s) shall be held t one that is not a resident of said property.
3.	The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessi City has the authority to bring the property into compliance itself or the City may hire a private third-pa compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other rer to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board violation the owner shall be responsible for reimbursing the City for the abatement and all associated co	arty contractor to bring the property into nedies available by law, including but not limited of Public Works, enters the property and abates the

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

Owner Name COLEEN GRUBB	Agent Name
Address 304 N. HOPEWELL St	Address
City Bloom, rorod State Fr	City State
Zip Code 47404	Zip Code
BPW:	Mail Copies To: Resident: Owner: Agent:

	<b>Notice of Violation</b>	<b>Jousing &amp; Neighborhood</b> <b>Development Department (HAND)</b> O. Box 100 01 N. Morton Street Bloomington, IN 47402 www.bloomington.in.gov/hand/
	Date 9/21/23 Time <u>3'03pm</u> Address/location <u>304 N. Hupe n</u>	NU ST 47404
stre	BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be removed from the street or sidewalk on the same day as the collection is made.	
NC	Fine Due: \$15.00       Warning (No fine due at this time)       Tic         NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.10       6.04.10	
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or	BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the pu	ublic health and constitutes a nuisance.
	☐ Fine Due: ☐\$50 ☐\$100 ☐\$150 ☐ Warning (No fine due at this time) Tic NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per	
Co	Comments:	
1.	<ol> <li>Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter Department for further enforcement action. This NOV must be returned with payment. You may pay in pers above. Please make check/money order payable to "The City of Bloomington." All fines listed above ma Circuit Courts.</li> </ol>	son or mail payment to the address listed
2.	2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days pro exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at whi responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one t Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period in	ch time said tenant(s) shall be held hat is not a resident of said property.
3.	3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fine City has the authority to bring the property into compliance itself or the City may hire a private third-party co compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Pub violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.	ntractor to bring the property into available by law, including but not limited

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

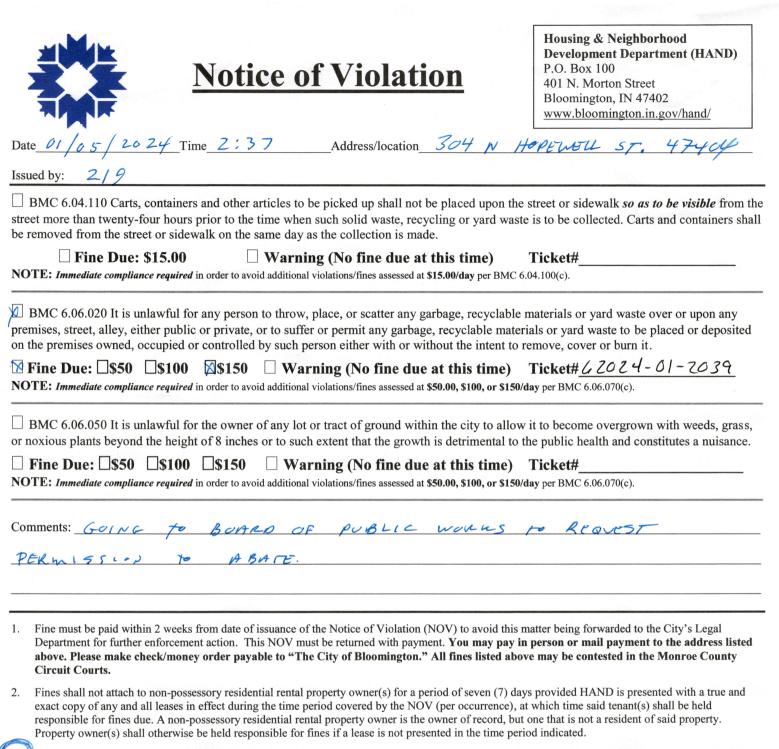
Owner Name COLFEN GRUBB Address 304 N. (FOREWELL St	Agent Name
City Blam NGTON State IN	City State
Zip Code 47404	Zip Code
BPW:	Mail Copies To: Resident: Owner: Agent:

	Notice of Violation	Housing & Neighborhood Development Department (HAND) P.O. Box 100 401 N. Morton Street Bloomington, IN 47402 www.bloomington.in.gov/hand/
	te $\frac{11 \sqrt{03/2023}}{2023}$ Time $\frac{10:55 \text{ mm}}{219}$ Address/location $\frac{304 \text{ m}}{200}$	Hopewere St 47404
stre	BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the ter more than twenty-four hours prior to the time when such solid waste, recycling or yard was removed from the street or sidewalk on the same day as the collection is made.	
NO	Fine Due: \$15.00       Warning (No fine due at this time)         OTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BM	<b>Ticket#</b> C 6.04.100(c).
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-		
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3.	The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in asses City has the authority to bring the property into compliance itself or the City may hire a private third- compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other r	sing fines, ordering remediation of the property (the
	to injunctive relief. If the City or their designee, with permission from the City of Bloomington Boar violation the owner shall be responsible for reimbursing the City for the abatement and all associated	emedies available by law, including but not limited d of Public Works, enters the property and abates the
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Owner Name COLLEEN GRUBB	Agent Name
Address 304 N. HOPEWELL St	Address
City BLMGT State IN	City
Zip Code 47404	Zip Code
BPW:	Mail Copies To: Reside

				-
lent:	Owner:	χ	_Agent:_	
		. 1		

State



The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.

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

	Owner Name COLLEEN GRUBB
	Address 304 N HOPEWELL ST
	City BLOOMING-TON State IN
Contraction of	Zip Code 47404
ł	BPW: 07/16/2024 1/30/2024 At

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



# City of Bloomington Housing and Neighborhood Development

# **NOTICE OF REQUEST FOR ABATEMENT**

To: Coleen Grubb ("Property Owner")

The City of Bloomington Housing and Neighborhood Development ("HAND") Department has requested that the Board of Public Works issue an order to abate the ordinance violation(s) noted on the attached ticket(s) at the property located at **304 N Hopewell ST**, Bloomington 47404, under parcel number 53-05-32-302-001.000-005 and whose legal description is 013-04310-00 HABITAT LOT 60A .185A (Hereinafter the "Property").

If the Board of Public Works grants HAND's request, then HAND or its third party contractor will enter into and onto the Property and abate the violation(s). The Property Owner shall be responsible for reimbursing the City for the abatement and all associated costs. If the Property Owner fails to reimburse the city for any and all costs associated with an abatement of his property, said costs shall be filed with the county auditor and placed on the tax duplicate for the property at issue; said costs being collected as taxes are collected.

If you do not immediately remedy the ongoing ordinance violations on your property, HAND will seek authorization for abatement of said violation(s) at the Board of Public Works meeting to be held at 5:30 P.M. Tuesday January 30, 2024 via ZOOM meetings and in person in the Council Chamber of City Hall, 401 N. Morton Street, Bloomington, Indiana 47404. You must contact the Office of Public Works at 812-349-3410 or email at public.works@bloomington.in.gov for further information.

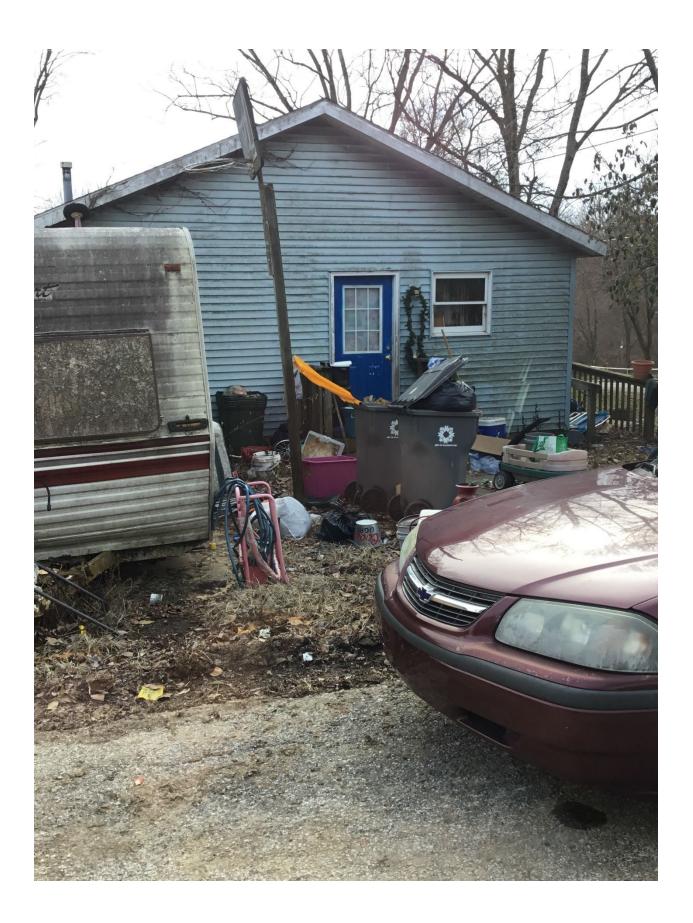
The Property Owner is entitled to present arguments and evidence in defense of this request for abatement.

## Fines are not appealed at this meeting

401 N. Morton PO Box 100 Bloomington, IN 47402 City Hall

Rental Inspections: (812) 349-3420 Housing Division: (812) 349-3401 Fax: (812) 349-3582

www.bloomington.in.gov/hand





# Monroe County, IN

304 N Hopewell ST, Bloomington, IN 47404-2853 53-05-32-302-001.000-005



### **Parcel Information**

Parcel Number:	53-05-32-302-001.000-005
Alt Parcel Number:	013-04310-00
Property Address:	304 N Hopewell ST Bloomington, IN 47404-2853
Neighborhood:	1312B Trending 2008 - A
Property Class:	1 Family Dwell - Platted Lot
Owner Name:	Grubb, Coleen
Owner Address:	304 N Hopewell St Bloomington, IN 47404
Legal Description:	013-04310-00 HABITAT LOT 60A .185A

### **Taxing District**

Township:	<b>BLOOMINGTON TOWNSHIP</b>
Corporation:	MONROE COUNTY COMMUNITY

### Land Description

Land Type 9 <u>Acreage</u> 0.194 <u>Dimensions</u>

# City of Bloomington's Board of Public Works Order of Abatement for NOV (Deposit of Garbage)

This matter is before the Board of Public Works for Abatement of Notice of Violations issued August 28, 2023; September 21, 2023; November 3, 2023; and January 5, 2024 (collectively, the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, January 30, 2024.

The Board of Public Works now finds as follows:

- 1. Coleen Grubb ("Owner") owns the real estate located at 304 N. Hopewell Street, Bloomington, IN 47408, under parcel number 53-05-32-302-001.000-005 and whose legal description is 013-04310-00 HABITAT LOT 60A.185A (the "Property")
- On August 28, 2023; September 21, 2023; November 3, 2023; and January 5, 2024; Rebecca Davis, City of Bloomington Neighborhood Compliance Officer, issued Notices of Violation after personally observing garbage, recyclable materials and yard waste deposited on the Property in violation of BMC § 6.06.020.
- 3. Substantial evidence in the form of photographs of the Property and eye witness testimony from the City of Bloomington Neighborhood Compliance Officer establish the need to abate the Property.
- 4. The NOV were properly issued to the Owner in accordance with BMC 6.06.070(b).
- 5. The NOV were not appealed.
- 6. The violation(s) cited in the NOV were not remedied.
- 7. Notice of the City's request to abate the Property was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

- 1. The City of Bloomington (the "City"), via either its employees or a third-party private contractor hired by the City, is authorized to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, the City, via either its employees or a third-party contractor hired by the City, is authorized to enter into and onto the Property to remove any and all garbage, recyclable materials and yard waste as those terms are defined in Chapter 6.06 of the City of Bloomington Municipal Code.
- 2. The City shall bill the Owner for all associated costs of abatement. The Owner shall remit payment in full no later than ten days from receipt of the bill.
- 3. If the Owner fails to comply with paragraph 2 above, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for the Property.

- 4. **CONTINUOUS ABATEMENT:** In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, this Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT.** The City is hereby authorized to abate any further ordinance violations of Chapter 6.06 of the City of Bloomington Municipal Code at this Property concerning deposit of garbage without notice or a hearing in front of this Board while this Order remains in effect.
- 5. THIS ABATEMENT ORDER SHALL CONTINUE FOR TWELVE MONTHS AND EXPIRES ON THE 28th DAY OF AUGUST, 2024.
- 6. Public Works shall notify the Owner of this Order and HAND shall post this Order on the Property at the time of abatement.
- 7. All appeals from the Board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

### So Ordered this 30th Day of January, 2024.

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



# Board of Public Works Staff Report

Project/Event:	Generator Service Agreement with Cummins
Petitioner/Representative:	Public Works Facilities Division
Staff Representative:	J. D. Boruff, Operations and Facilities Director
Meeting Date:	1/30/2024

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

Police Headquarters City Hall Fire Stations #1, #2, #3, #4, and #5 Dispatch Center Fleet Maintenance Garage Fourth Street Garage Trades District Garage 30 minute building load tests for Monroe 911 generator Compensation not to exceed \$51,125.19

Respectfully submitted,

JD Bouff

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

**Reset Form** 

# **City of Bloomington Contract and Purchase Justification Form**

Vendor: Cummins, Inc. Contract Amount: \$51,125.19

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

		PURCHASE INFORMA	TION
		TORCHASE INFORMA	non
1.	Check the box beside the procure applicable)	ement method used to initiate thi	s procurement: (Attach a quote or bid tabulation if
	Request for Quote (RFQ)	Request for Proposal (RFP)	) Sole Source Not Applicable (NA)
	Invitation to Bid (ITB)	Request for Qualification (RFQu)	
2.	List the results of procurement p	process. Give further explanatior	where requested. Yes No
	# of Submittals: 0	Yes No	Was the lowest cost selected? (If no,
	Met city requirements?		please state below why it was not.)
	Met item or need requirements?		was involved
	Was an evaluation team used?		
	Was scoring grid used?		
	Were vendor presentations requested	I? [ <b>/</b>	

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

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

JD Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department

### 2024 SERVICE AGREEMENT BETWEEN CITY OF BLOOMINGTON PUBLIC WORKS DEPARTMENT AND CUMMINS, INC.

This Agreement, entered into on this 1<sup>st</sup> day of January, 2024, by and between the City of Bloomington Department of Public Works (the "Department"), and Cummins, Inc. ("Contractor").

**Article 1.** <u>Scope of Services</u> Contractor shall perform planned maintenance of emergency power generation equipment at City facilities. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. The locations of the facilities and the costs of this maintenance at these facilities are contained in Exhibit A, attached hereto and incorporated herein by reference as though fully set forth. Contractor shall complete the Services required under this Agreement on or before December 31, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. <u>Compensation</u> The Department shall pay Contractor for all fees and expenses in an amount not to exceed Fifty One Thousand One Hundred Twenty Five Dollars and Nineteen Cents. (\$51,125.19). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. Invoices shall be sent via email to public.works@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. <u>Schedule</u> Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties. Article 7. <u>Termination</u> In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

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

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

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

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

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

be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

Article 19. <u>Non-Discrimination</u> Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

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

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

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

Contractor: Cummins, Inc., Attn: Brian Leis, 9820 Bluegrass Parkway, Louisville, KY 40299.

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

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

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

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

Article 26. <u>Living Wage Ordinance</u> Contractor is considered a "covered employer" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," and is required to pay their covered employees at least a living wage. Currently, the living wage is \$15.75 per hour for covered employees, and up to 15% of that amount, or \$2.36, may be in the form the covered employer's contribution to health insurance available to the covered employee.

Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit D; 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.

Article 27: <u>Warranty</u> All parts and components furnished hereunder shall be warranted in accordance with the applicable manufacturer's express warranty for any goods for a period of one (1) year and CSS's standard warranty for workmanship for a period of ninety (90) days, and any rights thereto shall pass on to Owner. THE WRITTEN WARRANTIES SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE IS

EXPRESSLY EXCLUDED. THE REMEDY PROVIDED THEREIN SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY.

Article 28: Limitation of Liability TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING LOST PROFITS OR SAVINGS, LOSS OF USE, LOSS OF DATA, OR DOWNTIME) EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE, EXCEPT THAT THE FOREGOING SHALL NOT RESTRICT A PARTY'S ABILITY TO RECOVER DIRECT DAMAGES FOR BREACH OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CSS'S TOTAL AND CUMULATIVE LIABILITY EXCEED TWO MILLION DOLLARS (\$2,000,000.00). NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

### **CITY OF BLOOMINGTON**

Cummins, Inc.

Margie Rice, Corporation Counsel

Kerrin Washerstrom, PEM Administration Manager

**<u>CITY OF BLOOMINGTON PUBLIC WORKS</u>** 

Adam Wason, Director

Kyla Cox Deckard, President Board of Public Works

### EXHIBIT A SCOPE OF SERVICES

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

### EXHIBIT B **E-VERIFY AFFIDAVIT**

STATE OF INDIANA

)SS:

)

COUNTY OF

### **AFFIDAVIT**

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

1. The undersigned is the \_\_\_\_\_\_ of \_\_\_\_\_ of \_\_\_\_\_ (company name)

2. The company named herein that employs the undersigned:

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

Signature	
Signature	
Printed Name	
STATE OF INDIANA )	
)SS:	
COUNTY OF)	
	bunty and State, personally appeared, 20, 20
Notary Public's Signature	My Commission Expires:
Printed Name of Notary Public	County of Residence:
Third I value of I votary I done	Commission Number:

### EXHIBIT C

STATE OF IN	DIANA	)
		) SS:
COUNTY OF		)

### NON-COLLUSION AFFIDAVIT

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

### **OATH AND AFFIRMATION**

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

Dated this day of	,20	
	Cummins, Inc.	
By:		
STATE OF INDIANA ) ) SS:		
() SS: () () () () () () () () () () () () ()		
Before me, a Notary Public in and for sa	aid County and State, personally appeared foregoing this day of	20
and acknowledged the execution of the	loregoing this day of	, 20
	My Commission Expires:	
Notary Public's Signature		
	County of Residence:	
Printed Name of Notary Public	Commission Number:	

### EXHIBIT D

### AFFIDAVIT THE LIVING WAGE ORDINANCE

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

1. The undersigned is the \_\_\_\_\_\_ of \_\_\_\_\_ (job title) \_\_\_\_\_ (company name)

2. The company named herein that employs the undersigned 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.

# **Generator** Planned Equipment Maintenance



INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

### **BATTERIES AND BATTERY CHARGER**

- · Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- · Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

### FUEL SYSTEM

- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- · Visually inspect rupture/ containment basin
- Inspect day tank and controls (if applicable)
- · Optional fuel sample for laboratory analysis\*

### COOLING SYSTEM

- Record coolant level
- · Visually inspect for coolant leaks
- · Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- · Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional Coolant sample for laboratory analysis\*

### LUBRICATION SYSTEM

- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional Oil sample for laboratory analysis\*

#### GENSET CONTROLS AND ACCESSORIES

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

### INTAKE AND EXHAUST SYSTEMS

- · Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- · Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional Air filter replacement\*
- Optional Clean crankcase breather or replace filters\*

### **GENERAL CONDITIONS**

- Visually inspect governor linkage and oil level
- Visually inspect guards
- · Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

### TRANSFER SWITCH

- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- · Verify remote start control operation
- Record utility / source one voltage

### **AFTERTREATMENT (Upon request)**

- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

### SWITCHGEAR (Upon Request)

Inspection and Full Service quote available upon request.

# **FULL SERVICE**

### **INCLUDES INSPECTION**

### OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

### LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
- Change oil, fuel and water filters
- · Post lube services operations of genset (unloaded) at rated temperature

### \* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.



INDIANAPOLIS IN BRANCH 3621 W MORRIS STREET INDIANAPOLIS, IN 46242 0917 Phone: 317-244-7251

# PLANNED MAINTENANCE AGREEMENT

				MAINTENANCE			
Cu	stomer Address		<u>Custome</u>	er Contact	Quote Infor	<u>mation</u>	
CIT	Y OF BLOOMING	GTON	Contact:	April Rosenberger	Quote Date:	18-JAN-24	-
JAN	<b>MES BORUFF</b>		Phone:	812 349-3411	Quote Expire	s: 18-APR-24	1
PO	BOX 100		Fax:	812 349-3490	Quote Num:	214651	
401	N MORTON/ FAC	$\gamma_{\rm III}$ ITV	Cust Id:	494450	Quoted By:	BRIAN LE	215
Blo	omington, IN 4740	2	Cust Iu.	TJTJU	· ·		
					Quote Term:	1 Year(s)	
Site	Information						
	FOURTH ST GARA	AGE 10.	5 W 4TH S	ST	BLOOMINGTON	Π	N 47404
	TRADES DISTRIC		1 N MORT		BLOOMINGTON	П	
	POLICE STATION		) E 3RD S'		BLOOMINGTON	П	N 47401
	CITY HALL		1 N MORT	TON ST	BLOOMINGTON	Π	N 47404
	FIRE STATION HO	) 30	DE 4TH S	Г	BLOOMINGTON	Π	N 47408
	FIRE STATION #2		OS YANC	Y LN	BLOOMINGTON	Π	N 47404
7	FIRE STATION #3	80	) N WOOI	DLAWN AVE	BLOOMINGTON	Π	N 47408
8	FIRE STATION #4	220	01 E 3RD \$	ST	BLOOMINGTON	Π	N 47401
9	FIRE STATION #5	193	87 S HENI	DERSON AVE	BLOOMINGTON	Π	N 47402
10	MONROE 911 / TR	ANSFER CTR 30	1 S WALN	IUT ST	BLOOMINGTON	Π	N 47401
11	FLEET MAINTEAL	NCE GARAGE 80	) E MILLE	ER DR	BLOOMINGTON	Π	N 47401
<u></u>	TT •4 NT	N	N.T J I	D J.M. J		T	·····
Site	e Unit Number	Manufacturer	Model	Prod Mode	el Serial Nu	mber Type	
1	L200854902	ONAN	GEN SE	CT C80N6	L200854902	2 ST	
2	3349GMGH0042	KOHLER	GEN SE		3349GMGH		
3	POLICE DEPT	GENERAC	GEN SE		2038753	ST	
4	CITY HALL	ONAN	GEN SE				
5	J160105380	ONAN	GEN SE				
6	FIRE STATION #		GEN SE		0694441	ST	
7	L030585230	ONAN	GEN SE				
8	C050753879	ONAN	GEN SE				
9	FIRE STATION #		GEN SE				
10	G130536560	ONAN	GEN SE				
11	B040599784	ONAN	GEN SE				
11	<b>D</b> 010379701	OTTE	GERGE				
Site	e Unit Number	Service Event	t	Qt	y Sell Pri	ce Exte	nded Price
1	L200854902	FULL SERVICE			1 573.:	50	573.50
I	L200034702						
		INSPECTION			1 368.'		368.75
2	3349GMGH0042	FULL SERVICE			1 621.:		621.50
		INSPECTION			1 368.	75	368.75
3	POLICE DEPT	FULL SERVICE			1 667.0	01	667.01
		INSPECTION			1 362	30	362.30
4	CITY HALL	FULL SERVICE			1 964.	03	964.03
		INSPECTION			1 362	30	362.30
5	J160105380	FULL SERVICE			1 784.	97	784.97



### PLANNED MAINTENANCE AGREEMENT

Customer Address	Custome	er Contact		Quote Informa	ation	
CITY OF BLOOMINGTON JAMES BORUFF PO BOX 100 401 N MORTON/ FACILITY Bloomington, IN 47402	Contact: Phone: Fax: Cust Id:	April Rosenbe 812 349-3411 812 349-3490 494450	rger	Quote Date: Quote Expires: Quote Num: Quoted By: Quote Term:	18-JAN-24 18-APR-24 214651 BRIAN LEIS 1 Year(s)	
5 J160105380 INSPECTION			1	356.46		356.46
6 FIRE STATION FULL SERVICE	Е		1	477.36		477.36
#2 INSPECTION			1	304.61		304.61
7 L030585230 FULL SERVICE	E		1	419.90		419.90
INSPECTION			1	308.95		308.95
8 C050753879 FULL SERVICE	E		1	546.28		546.28
INSPECTION			1	368.37		368.37
9 FIRE STATION FULL SERVICE	Е		1	543.80		543.80
#5 INSPECTION			1	368.37		368.37
10 G130536560 FULL SVC/ <u>BU</u>	ILDING LC	DAD TEST	1	922.15		922.15
INSPECTION/	BUILDING	LOAD TEST	1	423.30		423.30
11 B040599784 FULL SERVIC	E		1	647.63		647.63
INSPECTION			1	364.90		364.90

### \*\*\*Generator Planned Equipment Maintenance Quote\*\*\*

### Based on previous PM schedule, services are tentatively scheduled for:

Full Maintenance Services - May 2024 Maintenance Inspections - November 2024

Note: Fourth Street Garage Generator and Trade District Garage Generator has been added to the PM agreement, along with the addition of 30 minute Building Load Tests for the Monroe 911 generator.

For any questions regarding this proposal and to continue your services without interruption, please sign the agreement and return to: brian.leis@cummins.com

### \*\*\*Payment Info\*\*\*

Customers with a line of credit will be invoiced after the completion of service event unless requested otherwise. Customers without a line of credit including residential customers will be invoiced annually prior to services being performed.

Purchase order bill must be made out to Cummins Inc. or Cummins Sales and Service **PO#\_\_\_\_\_**W9 available upon request.

### \*\*\*Auto Renewal Option\*\*\*

Planned Equipment Maintenance Agreements are designed with an automatic renewal provision. If you wish to participate in the auto renew option, please check the box below:

### Opt-in to Automatic Renewal

This agreement will automatically renew at the end of the term for a period equal to the original term (the Renewal Term). In such event, cost increases for the Renewal Term will not exceed 4%. Either party has the right to terminate this Agreement with thirty (30) days prior written notice unless the work has already been performed.



### PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
CITY OF BLOOMINGTON JAMES BORUFF	Contact: April Rosenberger Phone: 812 349-3411	Quote Date:18-JAN-24Quote Expires:18-APR-24
PO BOX 100 401 N MORTON/ FACILITY Bloomington, IN 47402	Fax:812 349-3490Cust Id:494450	Quote Num:214651Quoted By:BRIAN LEISQuote Term:1 Year(s)

### For any questions regarding your account or additional sales opportunities:

Territory Manager Contact Information: Brian Leis Cell 502-741-3758 Email: brian.leis@cummins.com

Unless otherwise noted, quote reflects services completed during regular business hours. Additional repairs will not be performed without customer's authorization. PM customers receive a discounted labor rate on recommended repairs for units on this agreement.

\*A late return of the PM Agreement, and/or technician or parts availability, may cause changes to listed service dates\*

Standard Agreement Amount	\$11,125.19		
Proposal Total	\$11,125.19		

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITY, WHICH ARE EXPRESSLY INCORPORATED HEREIN. CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD, AND ACCEPTED.

# Customer Approval CUMMINS INC Signature: Signature: Date: Date:

#### PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this 'Agreement' and shall constitute the entire agreement between These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are nereinater referred to as this Agreement and continue the entire agreement between the customer identified in the Quote (Customer's and Cummins') and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's superior or understanding (oral or written) between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's payment of any amounts, or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or interpret this Agreement. other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall perform the maintenance ('Services') on the equipment identified in the Quote ('Equipment') in accordance with the schedule specified in the Quote. The Services include those services defined in the 'Service Event' section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

this Agreement with or without cause by providing thirty (30) days written notice to the other. 2. CUSTOMER OBLIGATIONS. Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, eustomers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.

3. PAYMENT TERMS. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may have a Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

4. DELAYS. Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUB-SUB-SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERUES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALLY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

5. WARRANTY. Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in other warranty for parts of components is provided under this Agreement. All services shall be led to the found detects in workmanship for a period of indee yold also after completion of services. In work and the work warranty for a period of indee yold also after completion of services and the warrantable Defect warrantable betwarrantable Defect warrantable Defect warran

6. LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES ROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, INDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHON ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LLABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION OF MANY HIRD LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS I LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' DI CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT. IN TO EVEN WIND EVEN WIND EVEN WIND DEALER TO CONTINUE OF ANY TIME FART THE CARMING UNDER THE AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER & BEALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER & BEALF UNDER CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

7. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' h in Duration in a summing a sector a sector and in the sector and the sector and the sector as a sector and the sector as a sector and the sector as a sector as or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

9. GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.
 10. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.
 11. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

11. ASSIGNMENT. This Agreement shall be obtaining on the parties and assigns. Costonic a start has regressive and assigns and regressive and assigns a

13. MISCELLANEOUS, Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first 13. MISCELLANEOUS. Cummins shall be an independent contractor with respect to the addresses are forthin the flux of the starter spectrum in a sequence of the starter spectrum in a starter of the s

as the cumming current non rac (including accounts) and shart of governed by the cumma and conditions of this Agreement. 15, PRICING. To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

16. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract. 07.25.2022



# Board of Public Works Staff Report

Project/Event:	2024 Evens Time Maintenance Service Agreement
Petitioner/Representative:	Public Works, Jess Goodman
Staff Representative:	Jess Goodman
Date:	12.29.2022

## Report:

Maintenance Service Contract

We are requesting a signed service agreement with Evens Time for support of all P.A.R.C.S equipment for 2024. This service agreement covers:

**Equipment Inspections** – A Service technician will conduct quarterly inspections on all PARCS lane

**Software Updates-** This would include Windows updates, server firmware updates, and PARCS software validation.

**Priority Response** - Customer will be scheduled ahead of all other service work. Priority service support hours are defined as Monday- Friday, 8:00 am-5:00 pm, within 2 hours of service request, excluding Evens Time recognized holidays and weather or emergency closings. Service for calls made at 5:00 pm or after will be billed at the after-hours rate. Evens Time does not guarantee resolution to the call within the guaranteed time but rather a response to the service request.

**After-Hours Rates** - Weekend rates are \$230.00/hr. with a 2-hour minimum. **Unauthorized Repairs** – Evens Time is not responsible for any repair work performed by non-Evens Time personnel without the written consent of Evens Time. Any work required to correct unauthorized repairs will be invoiced at Evens Time applicable labor rates.

**Parts** – All replacement parts will be included (only under the gold agreement). This does not cover acts of God, vandalism, and personal property damage. **Network Support** - Network support for data communication on the PARCS network.

### PA-DSS Support – Assistance in completing the annual SAQ for PCI compliance. We recommend approval of this contract

Total cost of Maintenance Service Contract = \$82,000

**Recommend** Approval Denial by: Jess Goodman

**Reset Form** 

# **City of Bloomington Contract and Purchase Justification Form**

Vendor: Evenstime, INC

Contract Amount: \$82,000

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

			PURCHASE INFORMATION	ON	
1.	Check the box beside the procure applicable)	mentr	nethod used to initiate this p	procurement: (Attach a quote or	bid tabulation if
	Request for Quote (RFQ)		Request for Proposal (RFP)	Sole Source	Not Applicable (NA)
	Invitation to Bid (ITB)		Request forQualifications (RFQu)	Emergency Purchase	(NA)
2.	List the results of procurement p	rocess	. Give further explanation w	vhere requested.	Yes No
	# of Submittals:	Yes	No	Was the lowest cost selected? (If no,	
	Met city requirements?	~		please state below why it was not.)	
	Met item or need requirements?	<b>~</b>		Evenstime is current vendor for equipment. This is a service agr maintenance of all PARCS equip	eement for
	Was an evaluation team used?		<ul> <li>✓</li> </ul>		
	Was scoring grid used?		<ul> <li>✓</li> </ul>		
	Were vendor presentations requeste	dP	<ul> <li>✓</li> </ul>		

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

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

Jess Goodman

Parking Garage Manager

Public Works - Parking Services

Print/Type Name

Print/Type Title

Department

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

This Agreement, entered into on this 1<sup>st</sup> day of January, 2024, by and between the City of Bloomington Department of Public Works (the "Department"), and Evenstime, INC ("Contractor").

**Article 1.** <u>Scope of Services</u> After receiving a Notice to Proceed, Contractor shall perform repair and maintenance services of the following types: repair and service PARCS equipment, conduct quarterly inspections, provide server and network support. These services ("Services") will be performed at the Morton, Walnut, Trades, and 4<sup>th</sup> Street Garages for a set price of Eighty Two Thousand Dollars (\$82,000.00). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Jessica Goodman, Parking Garage Manager, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

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

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

Article 6. <u>Schedule</u> Contractor shall perform the Services according to the following schedule:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 19. <u>Non-Discrimination</u> Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 20. <u>Compliance with Laws</u> In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such

governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

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

**Department:** City of Bloomington Public Works, Attn: Jessica Goodman, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

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

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

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

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

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

Article 26. <u>Living Wage Ordinance</u> Contractor is considered a "covered employer" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," and is required to pay their covered employees at least a living wage. Currently, the living wage is \$15.75 per hour for covered employees, and up to 15% of that amount, or \$2.36, may be in the form the covered employer's contribution to health insurance available to the covered employee.

Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit C; 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.

## **CITY OF BLOOMINGTON**

**Evenstime, INC** 

Kerry Thomson, Mayor

Sherry Evens/Ken Evens

## CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox-Deckard, President, Board of Public Works

## **EXHIBIT A** E-VERIFY AFFIDAVIT

STATI	E OF INDIANA	)		
COUN	TY OF	)SS: )		
		AFFI	DAVIT	
	The undersigned, bein	ng duly sworn, hereby	affirms and says th	nat:
1.	The undersigned is the	e	of	(company name)
2.	The company named l i. has co servic	herein that employs the ontracted with or seeking ces; <b>OR</b>	e undersigned: ng to contract with	the City of Bloomington to provide
3.	The undersigned hereb	by states that, to the bes	st of his/her knowle	vices to the City of Bloomington. edge and belief, the company named as defined at 8 United States Code
4.	<u> </u>	by states that, to the pates in the E-verify p		lief, the company named herein is
Signatı	ıre		-	
Printed	Name			
	E OF INDIANA	) )SS:		
COUN	TY OF	_)		
Before and acl	me, a Notary Public in knowledged the executi	and for said County a on of the foregoing thi	nd State, personall is day of	y appeared, 20
Notary	Public Printed Name		Notary Public	's Signature
Му Со	mmission Expires:		County of Re	sidence:
My Co	mmission #:			

#### EXHIBIT B

STATE OF IN	DIANA	)
		) SS:
COUNTY OF		)

#### NON-COLLUSION AFFIDAVIT

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

#### **OATH AND AFFIRMATION**

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

Dated this	day of	, 20	
		Evenstime	
	By:		
STATE OF INDIANA	)		
COUNTY OF	) SS: )		
Before me, a Notary Publi and acknowledged the exe	ic in and for sa ecution of the t	aid County and State, personally appeared, foregoing this day of,	20
Notary Public Printed Nar	ne	Notary Public's Signature	
My Commission Expires:		County of Residence:	
My Commission #:			

#### **EXHIBIT "C"**

#### 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 \_\_\_\_\_\_\_\_\_, 2024.

My Commission Expires:

Notary Public

County of Residence:

Name Printed



# **Board of Public Works Staff Report**

Project/Event:	2024 Parker Technology, LLC		
	Communications Contract Service Agreement		
Petitioner/Representative:	PW Parking Services, Jess Goodman		
Staff Representative:	Jess Goodman		
Date:	1.30.2024		

## Report:

Parker Technology is our provider for video & audio communications for customers at all 4 of our parking garages entry, exit, and pay on foots station lanes. Parker services provides video/audio assistance to customers with live interaction with a 24/7 customer service representative, with multiple calls simutaneously across all four locations.

This service contract will cover all communications for all four parking garages for 2024

Total cost of contract = \$78,165.78

Project Funding Source: 452.26.260000.53640 (Hardware and Software Maintenance))

**Recommend** Approval Denial by: Jess Goodman

# **City of Bloomington Contract and Purchase Justification Form**

Vendor: Parker Technology

Contract Amount: 78,165.78

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

			PURCHASE INFORMATION	ON	
1.	Check the box beside the procure applicable)	mentm	nethod used to initiate this p	procurement: (Attach a quote or b	id tabulation if
	Request for Quote (RFQ)		Request for Proposal (RFP)	Sole Source	Not Applicable
	Invitation to Bid (ITB)		Request forQualifications (RFQu)	Emergency Purchase	
2.	List the results of procurement p	rocess.	Give further explanation w	vhere requested.	Yes No
	# of Submittals:	Yes	No	Was the lowest cost selected? (If no,	
	Met city requirements?	~		please state below why it was not.)	
	Met item or need requirements?	<b>~</b>		Parker Technologies was installed four parking garages through Eve provide real time audio and video	n Time to
	Was an evaluation team used?	on team used?		assistance. Parker technologies is call center system that works dire	
	Was scoring grid used?			the City's parking equipment.	,
	Were vendor presentations requeste	d?			

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

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

Print/Type Name

Print/Type Title

Department

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

This Agreement, entered into on 1<sup>st</sup> day of January, 2024, by and between the City of Bloomington Department of Public Works (the "Department"), and Parker Technology, LLC ("Contractor").

Article 1. Scope of Services After receiving a Notice to Proceed, Contractor shall provide communication services within the City of Bloomington's Parking Garages. These include: 4th Street Garage, Morton Street Garage, Walnut Street Garages & Trades District Garage and include the following services: 24/7 Call center service with unlimited calls, record all video/audio interactions with customers, provide City of Bloomington staff with reported equipment failure, and contact City of Bloomington staff when additional customer service on site issues are needed. These services will be performed at City facilities ("Services") for a set price of Seventy eight Thousand One Hundred and Sixty Five Dollars and Seventy Eight Cents. (\$78,165.78). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Jessica Goodman, Parking Garage Manager, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4.** <u>Compensation</u> The Department shall pay Contractor for all fees and expenses in an amount not to exceed Seventy eight Thousand One Hundred and Sixty Five Dollars and Seventy Eight Cents. (\$78,165.78). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Jessica Goodman, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 19. <u>Non-Discrimination</u> Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 20. <u>Compliance with Laws</u> In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans

or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

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

**Department:** City of Bloomington Public Works, Attn: Jessica Goodman, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

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

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

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

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

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

Article 26. <u>Living Wage Ordinance</u> Contractor is considered a "covered employer" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," and is required to pay their covered employees at least a living wage. Currently, the living wage is \$15.75 per hour for covered employees, and up to 15% of that amount, or \$2.36, may be in the form the covered employer's contribution to health insurance available to the covered employee.

Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit C; 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.

## **<u>CITY OF BLOOMINGTON</u>**

**Parker Technology** 

Kerry Thomson, Mayor

Scott Gould, Sr. VP of Business Development

## CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox-Deckard, President, Board of Public Works

## **EXHIBIT A** E-VERIFY AFFIDAVIT

STATI	E OF INDIANA	)		
COUN	TY OF	)SS: _)		
		AFFID	AVIT	
	The undersigned, being	g duly sworn, hereby at	ffirms and says th	at:
1.	The undersigned is the		_of	(company name)
2.	The company named he i. has cor service	erein that employs the ntracted with or seeking es; <b>OR</b>	undersigned: g to contract with	the City of Bloomington to provide
3. 4.	<ul> <li>ii. is a subcontractor on a contract to provide services to the City of Bloomington.</li> <li>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).</li> <li>4. The undersigned herby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.</li> </ul>			
Signatu				
Printed	l Name			
	E OF INDIANA	) )SS:		
COUN	TY OF	_)		
Before	me, a Notary Public in a	and for said County an	d State, personall day of	y appeared, 20
Notary	Public Printed Name		Notary Public	e's Signature
Му Со	mmission Expires:		County of Rea	sidence:
My Co	mmission #:			

#### EXHIBIT B

STATE OF IN	DIANA	)
		) SS:
COUNTY OF		)

#### NON-COLLUSION AFFIDAVIT

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

#### **OATH AND AFFIRMATION**

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

Dated this	day of	, 20	
		Parker Technology	
	By:		
STATE OF INDIANA	)		
COUNTY OF	) SS: )		
Before me, a Notary Public and acknowledged the exec	c in and for sa cution of the	aid County and State, personally appeared foregoing this day of	_, 2022.
Notary Public Printed Nam	ne	Notary Public's Signature	
My Commission Expires:		County of Residence:	
My Commission #:			

#### **EXHIBIT "C"**

#### 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 \_\_\_\_\_\_\_\_\_, 2024.

My Commission Expires:

Notary Public

County of Residence:

Name Printed



# Board of Public Works Staff Report

Project/Event:	2024 CE Solutions 4 <sup>th</sup> St and Morton Street Garage on call and inspection services
Petitioner/Representative:	PW Parking Services, Jess Goodman
Staff Representative:	Jess Goodman
Date:	1.30.2024

## **Report:**

CE Solutions shall provide the following services:

- The Consultant shall provide on-call professional services for the Owner's facilities in the following service expertise areas with services including but not limited as described below:
  - Provide customary services typically performed by a structural engineer, such as failure analysis, condition assessments, structural analysis, structural design, bid document preparation, and contract administration services.
  - 2024 CE Solutions Fee Schedule PROFESSIONAL HOURLY RATES are based on the following classifications:
  - Senior Project Manager / Principal II \$340 / hour1
  - Senior Project Manager / Principal I \$310 / hour1
  - Senior Project Manager / Principal \$265
  - Senior Project Manager I \$210
  - Senior Project Manager \$170
  - Project Manager \$146
  - Senior Project Engineer \$264
  - Project Engineer \$133
  - Staff Engineer \$127
  - CAD / BIM Specialist / Designer \$143
  - CAD / BIM Technician / Drafter \$127
  - o CAD / Technical Project Assistant \$79
  - Senior Administrative / Project Assistant \$173
  - Administrative / Project Assistant \$121

- Clerical \$102
- Above rates include in-town travel, parking, and in-house reproduction expenses, overhead and profit. CE Solutions standard CAD drawing plot is black & white on translucent bond.
- Reimbursable expenses for special CAD drawing requests are noted below.
- 1 Depositions, court testimony, arbitration or mediation hearings, meetings with legal counsel, and associated preparation: \$415/hour.
- **REIMBURSABLE EXPENSES:** 
  - $\circ$  Out-of-town transportation and subsistence @ cost + 10%
  - Out-of-house reproduction, special CAD drawing requests @ cost + 10%
  - Photograph processing and printing @ cost + 10%
  - Shipping/courier @ cost + 10%
  - Equipment and instrument rental @ cost + 10%
  - $\circ$  Filing fees for permits, variances, plan reviews, etc. @ cost + 10%
  - Sub-consultant services @ cost + 10%

We recommend using CE Solutions for this project.

Total cost of contract = \$25,000.00

Project Funding Source: 452.26.260000.53610 (Building Repair)

**Recommend** Approval Denial by: Jess Goodman

**Reset Form** 

# **City of Bloomington Contract and Purchase Justification Form**

Vendor: CE Solutions, INC

Contract Amount: \$25,000

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

			PURCHASE I	NFORMATIC	DN		
1.	Check the box beside the procure applicable)	mentn	nethod used to	initiate this p	orocur	rement: (Attach a quote or bic	tabulation if
	Request for Quote (RFQ)		Request for P	Proposal (RFP)	~	Sole Source	Not Applicable (NA)
	Invitation to Bid (ITB)		Request for ( (RFQu)	Qualifications		EmergencyPurchase	((()))
2.	List the results of procurement p	rocess.	Give further e	xplanation w	vhere	requested.	Yes No
	# of Submittals: 0	Yes	No			the lowest cost selected? (If no,	
	Met city requirements?	<b>~</b>				se state below why it was not.) Solutions is our current enginee	
	Met item or need requirements?	~			ven	ndor for garage repair. They were 17 based upon the lowest biddin	e selected in
	Was an evaluation team used?		<b>~</b>		eng	gineering services. As the currer nt to maintain this relationship u	nt vendor, we
	Was scoring grid used?		<b>~</b>		rep	air is completed at Morton and 4	• •
	Were vendor presentations requested	?	<ul> <li>✓</li> </ul>		U		

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

CE Solutions is our current engineering services vendor for garage repair and is a sole source provider for garage engineering services. They were selected in 2017 based upon the lowest bidding for engineering services and produced our structural engineering report we have been using to repair our facilities. As the current vendor, we want to maintain this relationship until all garage repair is completed at Morton and 4th Street Garages due to familiarity of the garages and projects

Jess Goodman

Garage Manager

Public Works/Parking Services

Print/Type Name

Print/Type Title

Department

## AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this 1<sup>st</sup> day of January, 2024, by and between the City of Bloomington Parking Services Department through the Board of Public Works (hereinafter referred to as "Board"), and CE Solutions, (hereinafter referred to as "Consultant"),

## WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to receive temporary On Call services necessary to meet workload demands; and,

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including: on-call professional services for the City of Bloomington 4<sup>th</sup> St., and Morton St. garage facilities, customary services typically performed by a structural engineer, such as failure analysis, condition assessments, structural analysis, structural design, bid document preparation, and contract administration services, which shall be hereinafter referred to as "Services;" and

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

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

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

**Article 1.** <u>Scope of Services</u>: Consultant shall provide required Services for the Board as set for in Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

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

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

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

1

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

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

## A. Information/Reports

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

## B. Representative

The Board hereby designates Jessica Goodman, Parking Garage Manager, Parking Services Department ("Goodman"), to serve as the Board's representative for the project. "Goodman" shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

## C. Decisions

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

**Article 4.** <u>Compensation</u>: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B – Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid for the project, including fees and expenses, shall not exceed the amount of twenty five thousand dollars (\$25,000). These sums include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

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

# 1. Timing and Format for Billing:

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

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

## 2. Billing Records:

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

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

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

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

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

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

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

**Article 9.** <u>Cost Estimates</u>: All estimates of construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the Board has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

**Article 10.** <u>Reuse of Documents</u>: All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Board or others on modifications or extensions of this project or on any other project. The Board may elect to reuse such documents; however, any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at the Board's sole risk and without liability or legal exposure to the Consultant. The Board shall

indemnify and hold harmless the Consultant against all judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the Board and the Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 22. <u>Compliance with Laws</u>: In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

Board:

Consultant:

City of Bloomington Parking Services Dept. Attn: Jessica Goodman/Michelle Wahl 401 N. Morton Street, Suite 130 Bloomington, Indiana 47404 CE Solutions, Inc. Attn: Chris Miller/Carrie Walden 8770 North Street, Suite 100 Fishers, IN 46038

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

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

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

**Article 26.** <u>Verification of New Employees' Employment Status</u>: Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Consultant shall sign an affidavit, attached as Exhibit E, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8U.S. Code Chapter 12 or by the U.S. Attorney General.

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

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

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

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

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

Exhibit F is attached hereto and incorporated herein by reference as though fully set forth. This Agreement may be modified only by a written amendment signed by both parties hereto.

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

<u>Owner</u>

City of Bloomington Board of Public Works <u>Consultant</u>

CE Solutions, INC

Ву: \_\_\_\_\_

Kyla Cox Deckard, President

Chris Miller, PE Senior Project Manager Name Position Ву: \_\_\_\_\_

Elizabeth Karon, Vice President

Ву: \_\_\_\_\_

James Roach, Secretary

Ву: \_\_\_\_\_

Margie Rice, Corporation Counsel

## EXHIBIT A SCOPE OF CONSULTING SERVICES

CE Solutions shall provide the following services:

- The Consultant shall provide on-call professional services for the Owner's facilities in the following service expertise areas with services including but not limited as described below:
  - Provide customary services typically performed by a structural engineer, such as failure analysis, condition assessments, structural analysis, structural design, bid document preparation, and contract administration services.
  - 2024 CE Solutions Fee Schedule
     PROFESSIONAL HOURLY RATES are based on the following classifications:
  - Senior Project Manager / Principal II \$340 / hour1
  - Senior Project Manager / Principal I \$310 / hour1
  - Senior Project Manager / Principal \$265
  - Senior Project Manager I \$210
  - Senior Project Manager \$170
  - Project Manager \$146
  - Senior Project Engineer \$264
  - Project Engineer \$133
  - Staff Engineer \$127
  - CAD / BIM Specialist / Designer \$143
  - CAD / BIM Technician / Drafter \$127
  - CAD / Technical Project Assistant \$79
  - Senior Administrative / Project Assistant \$173
  - Administrative / Project Assistant \$121
  - Clerical \$102
  - Above rates include in-town travel, parking, and in-house reproduction expenses, overhead and profit. CE Solutions standard CAD drawing plot is black & white on translucent bond.
  - Reimbursable expenses for special CAD drawing requests are noted below.
  - 1 Depositions, court testimony, arbitration or mediation hearings, meetings with legal counsel, and associated preparation: \$415/hour.
- REIMBURSABLE EXPENSES:
  - Out-of-town transportation and subsistence @ cost + 10%
  - Out-of-house reproduction, special CAD drawing requests @ cost + 10%
  - Photograph processing and printing @ cost + 10%
  - Shipping/courier @ cost + 10%
  - Equipment and instrument rental @ cost + 10%
  - Filing fees for permits, variances, plan reviews, etc. @ cost + 10%
  - Sub-consultant services @ cost + 10%

# EXHIBIT B COMPENSATION

This project is to be conducted on an hourly rate basis with an agreed Maximum Cost of **twenty thousand dollars (\$25,000)** including expenses. Compensation will be in accordance with the attached man-hour justification and utilizing the following rates. Services will only proceed with prior written approval from the Parking Services Department officials designated by the Board as project coordinators.

Classification	Hourly Rate

PROFESSIONAL HOURLY RATES are based on the following classifications:

- Senior Project Manager / Principal II \$340 / hour1
- Senior Project Manager / Principal I \$310 / hour1
- Senior Project Manager / Principal \$265
- Senior Project Manager I \$210
- Senior Project Manager \$170
- Project Manager \$146
- Senior Project Engineer \$264
- Project Engineer \$133
- Staff Engineer \$127
- CAD / BIM Specialist / Designer \$143
- CAD / BIM Technician / Drafter \$127
- CAD / Technical Project Assistant \$79
- Senior Administrative / Project Assistant \$173
- Administrative / Project Assistant \$121
- Clerical \$102
- Above rates include in-town travel, parking, and in-house reproduction expenses, overhead and profit. CE Solutions standard CAD drawing plot is black & white on translucent bond.
- Reimbursable expenses for special CAD drawing requests are noted below.
- 1 Depositions, court testimony, arbitration or mediation hearings, meetings with legal counsel, and associated preparation: \$415/hour.

# EXHIBIT C PROJECT SCHEDULE

After the Consultant is issued a Notice to Proceed for this Agreement, assignments shall be made by the Parking Services Department officials designated by the Board as project coordinators on an as-needed basis. Deliverables and schedule for individual assignment shall be agreed upon by the Parking Services Department officials and the Consultant.

The Contract shall be effective upon approval of the Board and shall remain in effect through 12/31/2024, unless either party terminates this Agreement in accordance with Article 7 of this Agreement.

#### **EXHIBIT D**

#### **KEY PERSONNEL**

- N

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

Position / Responsibility	Name
Vice President, Principal	Carrie Walden, PE
Senior Project Manager	Chris Miller, PE
Senior Project Manager	Nathan Boltz
Senior Project Manager	Matt Murray
Project Manager	Rebekah Miner, El
Project Manager	Molly Cooper
Project Manager	Jacob Ullom, PE
Project Manager	Camille Urbanski
CAD /BIM Technician / Drafter	Riley Sears

### **EXHIBIT E**

#### **AFFIDAVIT REGARDING E-VERIFY**

STATE OF INDIANA )

) SS:

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

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

1. The undersigned is the Managing Member of \_\_\_\_CE Solutions, Inc.\_\_\_\_\_\_

- 2. The company named herein that employs the undersigned:
  - has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
  - is a subcontractor on a contract to provide services to the City of Bloomington.

3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).

4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

John D Taylor

**President CE Solutions** 

STATE OF INDIA	)	
		) SS:
COUNTY OF	Hamilton	)

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_\_John D. Taylor\_\_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_26th\_\_\_ day of \_\_\_\_\_January\_\_\_\_\_, 2024\_\_\_\_.

CHAILLE SWEIGART My Commission Expires September 12, 2030 Commission Number NP0743641 Hamilton County

, 2024 Sweizart\_ **Notary Public** 

**Printed name** 

ptember 12,2030 My Commission Expires County of Residence:

Commission Number: NP074344/

#### **EXHIBIT F**

#### **NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA )

) SS:

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

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 \_\_\_\_\_26th\_\_\_ day of \_\_\_\_January\_\_\_\_\_\_, 2024\_\_\_\_\_.

CE Solutions, Inc.

(Name of Organization)

By:

John D. Taylor President CE Solutions, Inc.

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

Subscribed and sworn to before me this \_\_26th\_\_\_ day of \_\_\_\_January\_\_\_\_\_, 2024\_\_\_\_\_



<u>Maille Assignt</u> Notary Public <u>Maille Sweigart</u>

**Printed** name

My Commission Expires September 12 2030 County of Residence: <u>Hamilton</u>

Commission Number: NP07143641

## **REGISTER OF PAYROLL CLAIMS**

## Board: Board of Public Works Claim Register

				Bank			
Date:	Type of Claim	FUND	Description	Transfer	Amount		
1/26/2024	Devrell				CO2 042 70		
1/20/2024	Payroll				603,813.78		
					603,813.78		
ALLOWANCE OF CLAIMS							
We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of <u>\$ 603,813.78</u> Dated this <u>30th day of January year of 2024.</u>							
Kyla Cox Deck	ard, President	Elizabeth Karo	n, Vice President	James Roach, Secretary			
I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.							
		Fiscal Officer_					



	Request for acceptance of Public Improvement Bond estimate For Weddle Park Lot 1 Smith Design Group/Beacon
Staff Representative:	Maria McCormick
Date:	January 30, 2024

**Report:** Smith Design Group and Beacon are requesting approval of the Public Improvement Bond estimate for Weddle Park Lot 1 (1201 W. 3<sup>rd</sup> St.). This is the location of the proposed new facility of Beacon. This bond covers the costs for all public improvements for this lot subdivision – sidewalks, curbs & gutters and street trees. This bond estimate has been reviewed and approved by Engineering Department staff at a value of \$46,473.00

#### LEGEND 30.50' DEDICATED RIGHT-OF-WAY - AS-BUILT CENTERLINE OF (Y) YARD INLET RR SPIKE W. 3RD STREET STONE WATER VALVE POST INDICATOR VALVE ( REBAR ASPH. ASPH. F FIRE DEPARTMENT CONECTION IRON PIPE MM WATER MASTER METER - OHONHW W \_\_\_\_OHONHW \_\_\_\_\_OHONHW \_\_\_\_ ▲ MAG NAIL m CONC mi to **Ø** UTILITY POLE $\langle W \rangle$ WATER METER RIM=778.57 - LIGHT POLE FIRE HYDRANT 12"GPF (AC) AIR CONDITIONER IE=77282 E ELECTRIC METER GM GAS METER E ELECTRIC MANHOLE 🕅 GAS VALVE E ELECTRIC VAULT 요 FIBER OPTIC VAULT E ELECTRIC HANDHOLE (B) CONCRETE BOLLARD TR ELECTRIC TRANSFORMER STUDENT HOUSING SPE + CONC. PATTERSON-LLC CO WY S SANITARY MANHOLE FO FIBER OPTIC RISER INST 2014014689 PATTERSON PARK PHASE III (C) COMMUNICATION MANHOLE CO CLEAN OUT LOT 4 ZONED: PUDY - SIGN STORM MANHOLE USE: COMMON AREA (FP) FLAG POLE CURB INLET INLET ROUND CONC. INLET SQUARE CONSERVANCY EASEMENT OVERHEAD WIRES SANITARY SEWER \_\_\_\_\_ S \_\_\_\_\_ UNDERGROUND GAS LINE \_\_\_\_\_ G \_\_\_\_\_ UNDERGROUND ELECTRIC LINE ——— E ——— UNDERGROUND COMMUNICATION LINE ------ C ------CENTERLINE STREAM WATER LINE \_\_\_\_\_\_ W \_\_\_\_\_ \_\_\_\_\_ ST \_\_\_\_\_ STORM SEWER FENCE S.S.E. SANITARY SEWER EASEMENT MEASURED PLATTED RECORD UTILITY EASEMENT D.E. DRAINAGE EASEMENT D.& U.E. DRAINAGE AND UTILITY FOUND REBAR FRB SET REBAR FOUND IRON PIPE EASEMENT FOUND RAILROAD SPIKE FRS FMAG FOUND MAG NAIL SMAG SET MAG NAIL B/C FND BUILDING CORNER FOUND POSSIBLE DEED OVERLAP P.D.O. POSSIBLE DEED OVER P.D.G. POSSIBLE DEED GAP BELOW GRADE B.G. A.G. ABOVE GRADE RWM RIGHT OF WAY MONUMENT B.S.L. BUILDING SETBACK LINE **EASEMENT NOTES**

### CONSERVANCY EASEMENT (CE)

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

### UTILITY EASEMENT (UE)

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

### SANITARY SEWER EASEMENT (SSE)

- (A) SHALL ALLOW THE CITY UTILITIES DEPARTMENT EXCLUSIVE ACCESS FOR INSTALLATION, MAINTENANCE, REPAIR, OR REMOVAL OF SANITARY SEWER FACILITIES.
- (B) ENCROACHMENT BY OTHER UTILITIES IS PROHIBITED, UNLESS SUCH ENCROACHMENT IS
- APPROVED BY THE CITY UTILITIES DEPARTMENT IN CONJUNCTION WITH THE PRIMARY PLAT.
   UPON WRITTEN PERMISSION FROM THE CITY UTILITIES DEPARTMENT, ENCROACHMENTS MAY BE PERMITTED AFTER THE RECORDING OF THE SECONDARY PLAT.
- (D) TREES AND STRUCTURES INCLUDING, BUT NOT LIMITED TO, BUILDINGS, FENCES, RETAINING WALLS, AND LIGHT FIXTURES, SHALL NOT BE LOCATED WITHIN SANITARY SEWER EASEMENTS.
- (E) GRADING ACTIVITY SHALL BE PROHIBITED WITHIN SANITARY SEWER EASEMENTS WITHOUT WRITTEN PERMISSION FROM THE CITY UTILITIES DEPARTMENT.

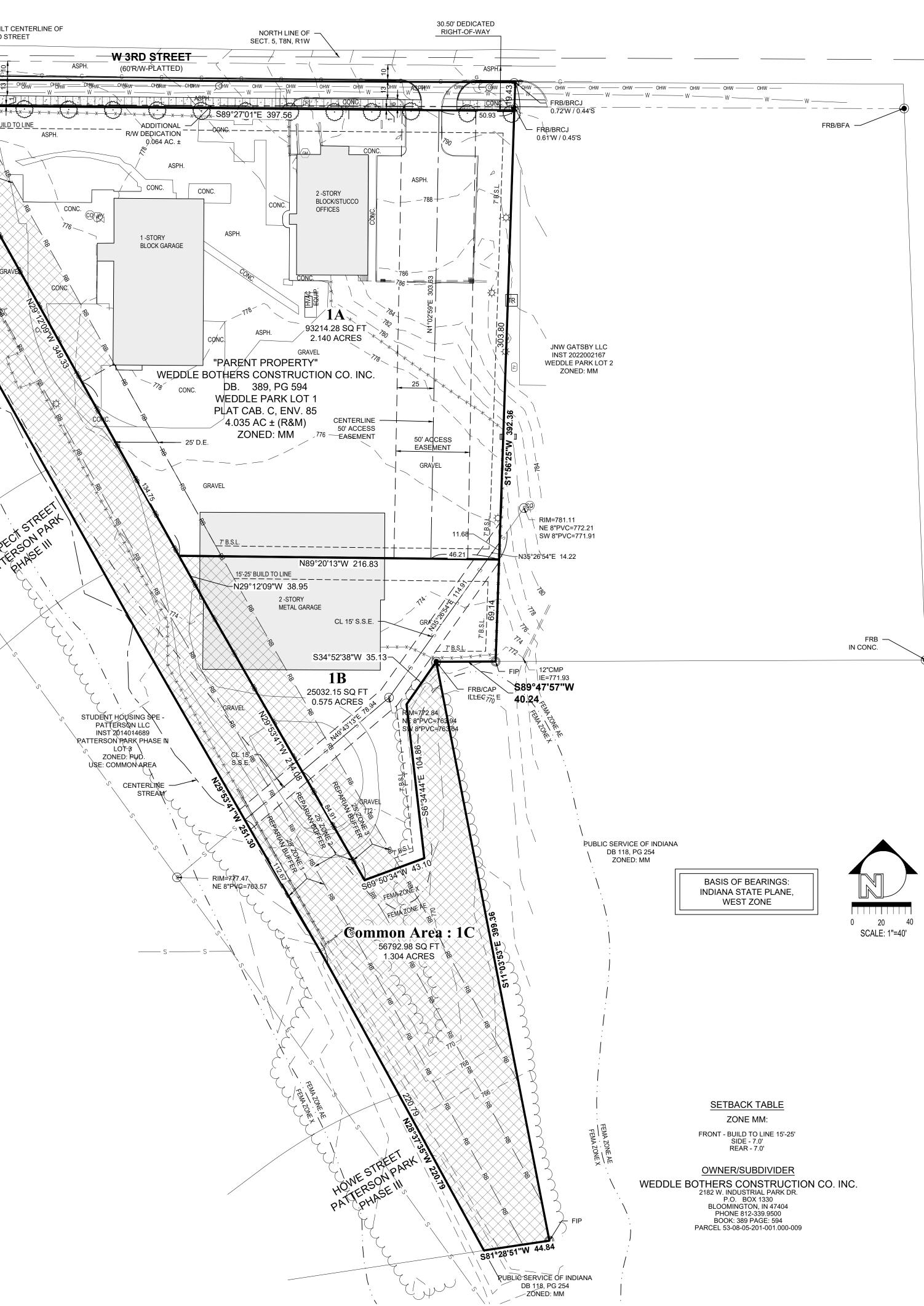
### WATERLINE EASEMENT (WE)

(A) SHALL ALLOW THE CITY UTILITIES DEPARTMENT EXCLUSIVE ACCESS FOR INSTALLATION, MAINTENANCE, REPAIR, OR REMOVAL OF POTABLE WATER FACILITIES.

- (B) ENCROACHMENT BY OTHER UTILITIES IS PROHIBITED, UNLESS SUCH ENCROACHMENT IS APPROVED BY THE CITY UTILITIES DEPARTMENT IN CONJUNCTION WITH THE PRIMARY PLAT. UPON WRITTEN PERMISSION FROM THE CITY UTILITIES DEPARTMENT, ENCROACHMENTS MAY BE PERMITTED AFTER THE RECORDING OF THE SECONDARY PLAT.
- (C) TREES AND STRUCTURES INCLUDING, BUT NOT LIMITED TO, BUILDINGS, FENCES, RETAINING WALLS, SIGNS, AND LIGHT FIXTURES, SHALL NOT BE LOCATED WITHIN WATERLINE EASEMENTS.
   (D) GRADING ACTIVITY SHALL BE PROHIBITED WITHIN WATERLINE EASEMENTS WITHOUT WRITTEN PERMISSION FROM THE CITY UTILITIES DEPARTMENT.

### DRAINAGE EASEMENT (DE)

- (A) SHALL BE REQUIRED FOR ANY SURFACE SWALES OR OTHER MINOR DRAINAGE IMPROVEMENTS THAT ARE INTENDED TO SERVE THE LOTS ON WHICH THEY ARE LOCATED.
- (B) SHALL PROHIBIT ANY ALTERATION WITHIN THE EASEMENT THAT WOULD HINDER OR REDIRECT FLOW.
   (C) SHALL PROVIDE THAT THE OWNER OF THE LOT ON WHICH THE EASEMENT IS PLACED SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE DRAINAGE FEATURES WITHIN SUCH EASEMENT.
- (D) SHALL BE ENFORCEABLE BY THE CITY UTILITIES DEPARTMENT AND BY OWNERS OF PROPERTIES THAT ARE ADVERSELY AFFECTED BY CONDITIONS WITHIN THE EASEMENT.
- (E) SHALL ALLOW THE CITY UTILITIES DEPARTMENT TO ENTER UPON THE EASEMENT FOR THE PURPOSE OF MAINTENANCE, TO CHARGE THE COSTS OF SUCH MAINTENANCE TO THE RESPONSIBLE PARTIES, TO CONSTRUCT DRAINAGE FACILITIES WITHIN THE EASEMENT, AND TO ASSUME RESPONSIBILITY FOR THE DRAINAGE FEATURES AT ITS DISCRETION.



# WEDDLE PARK AMENDMENT 1 TO LOT 1 PRIMARY PLAT

### NOTES:

- 1. BASED UPON A SCALED INTERPRETATION OF THE FLOOD INSURANCE RATE MAP 18105C0141D FOR MONROE COUNTY, INDIANA, DATED DECEMBER 17, 2010, PORTIONS OF THE SUBJECT PROPERTY IS LOCATED WITHIN ZONE AE, AS SHOWN, THE REMAINDER IS IN (UNSHADED) ZONE X.
- 2. ALL MONUMENTS FOUND IN PERFORMANCE OF THIS SURVEY WERE FOUND FLUSH WITH THE EXISTING GROUND UNLESS OTHERWISE NOTED, AND THE AGE AND ORIGIN OF SAID FOUND MONUMENTS ARE UNKNOWN UNLESS OTHERWISE NOTED.
- 3. ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF UNLESS OTHERWISE LABELED.
- 4. SURVEY DONE WITHOUT THE BENEFIT OF TITLE WORK, AND DOES NOT TAKE INTO CONSIDERATION ADDITIONAL FACTS THAT AN ACCURATE AND CORRECT TITLE SEARCH AND/OR EXAMINATION MIGHT DISCLOSE.
- 5. THE REAL ESTATE DESCRIBED ON THIS PLAT SHALL BE BOUND BY ANY AND ALL EASEMENTS OR RESTRICTIONS OF RECORD
- 6. REFERENCE IS MADE TO THE FOLLOWING SURVEYS OR PLATS A. WEDDLE PARK ADDITION, PLAT CABINET C, ENVELOPE 85.
- 7. NO EXPANSION OR IMPROVEMENTS ARE PERMITTED WITHOUT SITE PLAN APPROVAL. ANY SITE MODIFICATIONS WILL REQUIRE FULL COMPLIANCE MEETING THE CITY OF BLOOMINGTON UDO REQUIREMENTS AND SITE PLAN APPROVAL.

### LEGAL DESCRIPTION

LOT NUMBER 1 IN WEDDLE PAR AS SHOWN BY THE RECORDED PLAT THEREOF, RECORDED IN PLAT CABINET C, ENVELOPE 85, IN THE OFFICE OF HE RECORDER OF MONROE COUNTY, INDIANA.

SURVEYOR'S CERTIFICATE

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

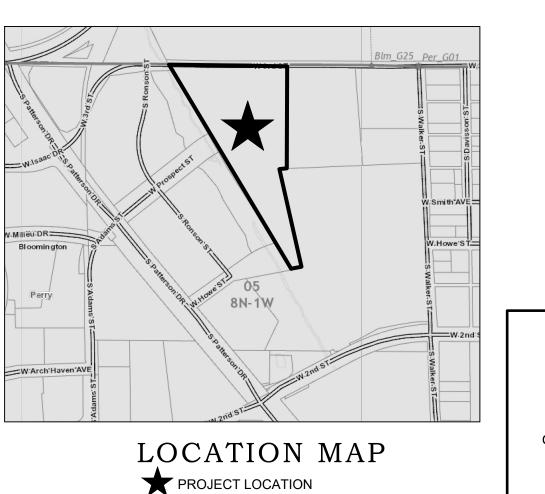
DATED NOVEMBER 13, 2023

### SCOTT P. PARDUE

REGISTERED LAND SURVEYOR NO. 22300016 STATE OF INDIANA



I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW. (SCOTT PARDUE)





### cost estimate Weddle Park Lot 1 Plat Amendment #1

	J	ob No. 6778			
	SMITH D	DESIGN GROUP, INC			
NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Concrete Curb and Gutter, 2'	456	LFT	\$40.00	\$18,240.00
2	Concrete Sidewalk, 4"	294	SYS	\$34.00	\$9,996.00
3	Compacted Aggregate Base, #53 for Sidewalk, 6"	65	TONS	\$27.00	\$1,742.40
4	Street Trees	16	EACH	\$450.00	\$7,200.00
	1			Subtotal	\$37,178.40
				25%Bonding	\$9,294.60
			Tot	al Cost Estimate	\$46,473



Project/Event:	Request to approve Resolution 2024-06 ROW agreement for the encroachment of wood frame entrance ramp and stairs in the Right-of-Way at 405 E. 4 <sup>th</sup> St.
Staff Representative:	Maria McCormick
Petitioner/Representative:	Kanjana Cruz, Bloomingthaionwheels, LLC
Date:	January 30, 2024

**Report:** The petitioner is requesting approval to encroach into the right-of-way with the construction of a wood frame stairs and ADA accessible ramp to provide access to the building.

This building currently has an enclosed porch that encroaches into the ROW with no formal encroachment agreement. The petitioner has received a Certificate of Appropriateness from the Bloomington Historic Preservation Commission for the removal of the portion of the building and the construction of the stairs and ramp.

### BOARD OF PUBLIC WORKS RESOLUTION 2024-06

### Encroachment with Bloomingthaionwheels, LLC

**WHEREAS**, Bloomingthaionwheels, LLC (hereinafter "Owner") owns the real property at 405 East 4<sup>th</sup> Street, which real estate is more particularly described in a deed recorded as Instrument No. 2013019957, in the Office of the Recorder of Monroe County (hereinafter "Property"); and

**WHEREAS**, a portion of the building located on the Property is within the right of way adjacent to E 4<sup>th</sup> Street and upcoming alterations will remove this part of the building; and

**WHEREAS**, to provide ADA-compliant access for customers, a ramp with 19 feet of run and associated landings is required because the floor level in the building is about 19 inches higher than the front sidewalk; and

**WHEREAS**, Owner plans to construct an ADA-compliant wood-framed ramp and stairs within the public right of way to access a new front-facing entry door; and

WHEREAS, the City neither desires nor intends to vacate this right of way; and

**WHEREAS,** the City of Bloomington Board of Public Works has authority pursuant to IC 36-9-2-5 to establish, vacate, maintain, and operate public ways, including air ways over sidewalks.

#### NOW, THEREFORE, BE IT RESOLVED:

That the City agrees not to initiate any legal action against Owner or its successor(s) in interest regarding the encroachments into the described right-of-way provided that:

- 1. Owner agrees to maintain all of the described encroachments and to keep them in a safe and good condition. Owner shall be responsible for timely performance of maintenance and shall bear all expense regarding such maintenance.
- 2. The encroachments shall not deviate from the design which are depicted in Exhibit A and B of this Resolution. Exhibit A and B are attached hereto and incorporated herein by reference as though fully set forth.
- 3. This Resolution is not intended to relieve Owner of any provisions of any applicable zoning or other ordinance or statute that may apply to the Property.
- 4. Owner agrees that the only encroachments that may be installed in the right of way are described herein. In the event Owner wishes to install any

additional encroachment(s), Owner must first obtain additional approval from the Board of Public Works.

- 5. The terms of this Resolution shall be in effect upon the following: (a) passage by the Board of Public Works; (b) written acceptance by Owner and acknowledgement by Owner that the Board of Public Works may alter the terms and conditions to address unanticipated problems or may revoke permission if the Board determines the encroachments are undesirable in terms of the general welfare of the City; and (c) the return of a copy of the signed and notarized Resolution to the Engineering Department for recording, which must include the fee to the Monroe County Recorder's Office.
- 6. Owner understands and agrees that if the City or a public utility needs to work in said area for any reason, and any of the encroachments need to be removed to facilitate the City or a utility, the removal shall be at the sole expense of Owner, and the City shall not be responsible for any damage which may occur to the encroachments by the City's workers or contractors, or by those of a public utility. Owner shall not be compensated for any expense which it may incur.
- 7. If at any time it is determined that the encroached upon areas should be improved to better serve the public, or public improvements need to be made in the right of way and the encroaching improvements interfere with the planned public improvements, then Owner shall remove any materials or other installations, included within the encroachments upon notification by the City, without compensation by the City.
- 8. In the event the Owner sells the property during the term of this authorization, this authorization shall continue under the original conditions and be binding on its successors and assigns. However, if Owner's successors and assigns wish to change any of the encroachment(s) in any way, Owner's successors and assigns shall return to the Board of Public Works for permission to replace or modify said encroachment(s) prior to any change being made.
- 9. In consideration for the use of the property, pursuant to this Resolution, Owner, for itself, its officers, directors, agents, employees, members, successors and assigns, (collectively, the "Owner Parties") hereby acknowledges and agrees to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorney's fees and court costs, which may occur as a result of the use of said property by the Owner Parties pursuant to this Resolution, and for the same consideration hereby agree to indemnify, hold harmless, release, waive and forever discharge the City, its officers, directors, agents, employees, successors and assigns, and all other

persons and entities associated with the City, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property by the Owner Parties pursuant to this Resolution, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract. Owner expressly acknowledges that this Resolution is intended to be as broad as permitted by law, subject to the terms and conditions hereof, and, if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

- 10. This Resolution shall run with the land and shall bind the Owner and its successors and assigns. Owner expressly consents to the provisions of this Resolution on its own behalf and on behalf of its successors and assigns.
- 11. Kanjana Cruz of Bloomingthaionwheels, LLC, Owner, agrees by signing that he has full power by proper action to enter into this agreement and has authority to do so.

IN WITNESS WHEREOF, the Board of Public Works has executed this Resolution 2024-06 this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2024.

CITY OF BLOOMINGTON

Bloomingthaionwheels, LLC

#### **BOARD OF PUBLIC WORKS**

Ву: \_\_\_\_\_

Kvla Cox Deckard, President

By: Kaniana Cruz. Owner

By:

Date:

Elizabeth Karon. Vice President

By: \_\_\_\_\_\_ James Roach, Secretary

STATE OF INDIANA )

) SS: COUNTY OF MONROE )

Before me, a Notary Public in and for said County and State, personally appeared Kyla Cox Deckard, Elizabeth Karon, and James Roach of the City of

Resolution 2024-06

Bloomington Board of Public Works, who acknowledged the execution of the foregoing instrument.

WITNESS, my hand and no 20	otarial seal this _	day of,
Resident of	County	
My Commission #:		Notary Public Signature
My Commission expires:		Printed Name
STATE OF INDIANA )	) SS:	
COUNTY OF MONROE	,	
	wner of Bloomin	or said County and State, personally gthaionwheels, LLC, who acknowledged the
WITNESS, my hand and no 20	otarial seal this _	day of,
Resident of	County	
My Commission #		Notary Public Signature
My Commission #:		Printed Name
My Commission expires:		

I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Aleksandrina P. Pratt

This instrument was prepared by Aleksandrina P. Pratt, Assistant City Attorney, City of Bloomington Legal Department, P.O. Box 100, Bloomington, Indiana 47402-0100.



January 12, 2024

City of Bloomington Board of Public Works 401 North Morton Street, #120 Bloomington, Indiana 47404

Re: Right-of-way Encroachment Agreement Request

Dear Board Members,

The former Anatolia restaurant building and property at 405 East 4<sup>th</sup> Street were purchased by our client, Kanjana Cruz, in May 2023 to serve as the new location of Bloomingthai restaurant.

A portion of the front of the existing building is located within the right-of-way adjacent to East 4<sup>th</sup> Street. Upcoming alterations will remove this part of the building. To provide ADA-compliant access for customers, which is desired by the owner and required by both accessibility code and the City of Bloomington Unified Development Ordinance, we plan to construct a wood-framed ramp and stairs within the public right-of-way to access a new front-facing entry door. The floor level in the building is about 19-inches higher than the front sidewalk so a ramp with 19-feet of run and associated landings is required. Due to the extremely limited lot area and the size and location of the existing building, there are no other options to provide this ADA-compliant access.

We appreciate your consideration for this right-of-way encroachment request.

Thank you,

Jage York

Jayne York, Principal Architect, AIA, LEED AP Springpoint Architects, pc



### CERTIFICATE OF APPROPRIATENESS

Issued by the Bloomington Historic Preservation Commission

Address of Historic Property:

### 405 E 4th St., Bloomington, IN

Summary of Work Approval:

### • Partial demolition, new addition, accessibility for entrance.

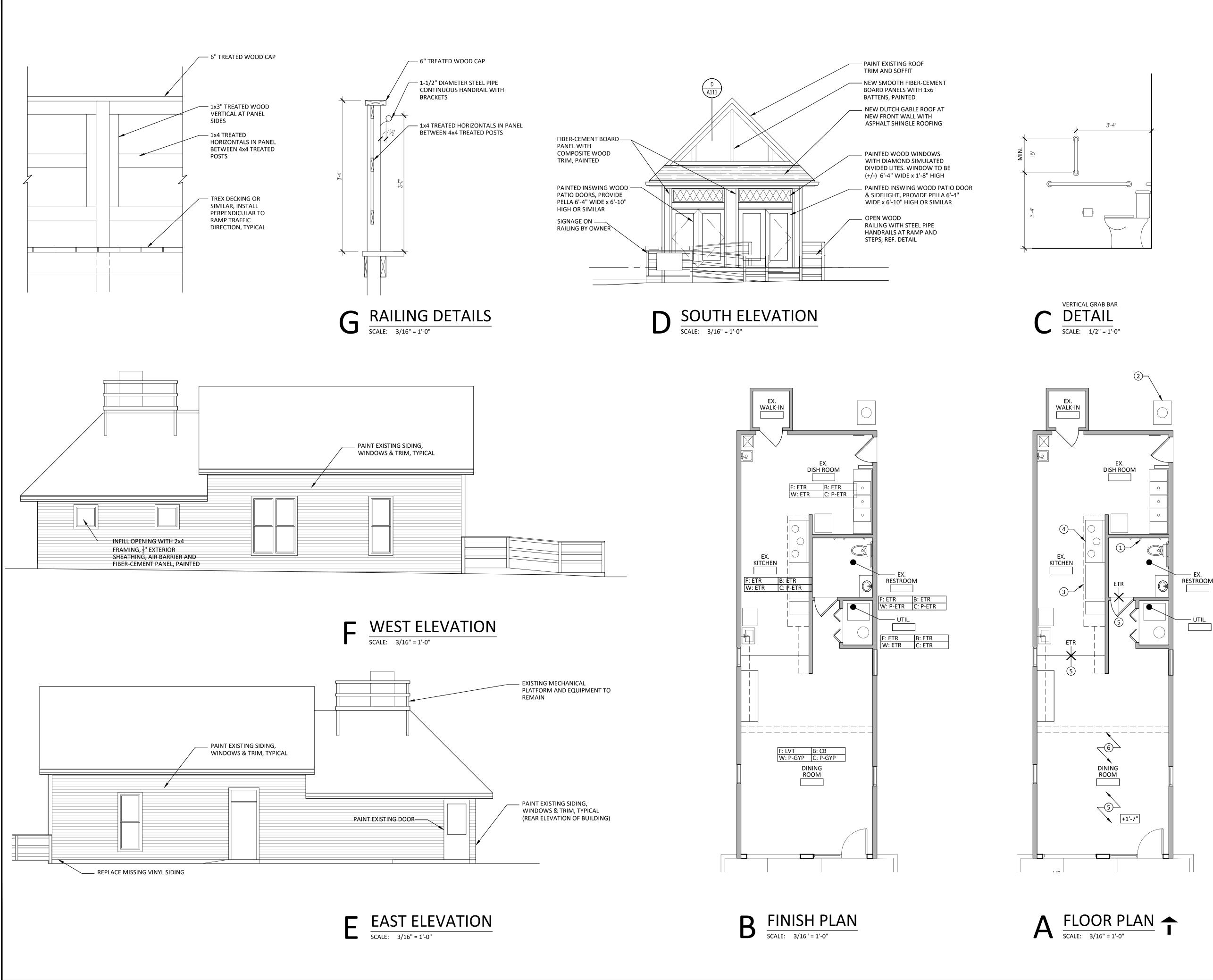
A copy of the complete approved plans may be obtained from the Department of Housing and Neighborhood Development Office Located at City Hall, 401 N. Morton, Suite 130 under case number **COA 23-91**.

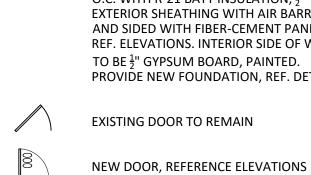
This Certificate is effective for two years following the date of issue. Exterior work outside of the scope of this approval is not permitted and subject to fines outlined in Municipal Code, Title 8, Chapter 8.16.020.

Sam DeSollar

Vice Chair Bloomington Historic Preservation Commission

Issue Date: December 13, 2023





P-ETR

ETR

ETR

CG

CEILINGS (C)

O.C. WITH R-21 BATT INSULATION,  $\frac{1}{2}$ " EXTERIOR SHEATHING WITH AIR BARRIER AND SIDED WITH FIBER-CEMENT PANELS, **REF. ELEVATIONS. INTERIOR SIDE OF WALL** TO BE  $\frac{1}{2}$ " GYPSUM BOARD, PAINTED. PROVIDE NEW FOUNDATION, REF. DETAIL

sheet number



& ELEVATIONS

project information

**PROJECT NUMBER:** 

23-52 12.21.23

sheet title

ISSUE DATE:

**REVISION DATE:** 

FLOOR PLAN

7 N N N N N C Ω

**INDIAN** Ζ Ο BLOOMING

REET

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certified

project title

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NEW

1	ADD 18" VERTICAL GRAB BAR, REFERENCE DETAIL THIS SHEET FOR INSTALLATION LOCATION
2	NEW GB250 GREASE INTERCEPTOR BY OWNER IN SEPARATE CONTRACT
3	EXISTING HOOD TO REMAIN. MAINTENANCE OF HOOD BY OWNER IN SEPARATE CONTRACT.
4	NEW COMMERCIAL WOK TO BE CONNECTED TO NEW GREASE INTERCEPTOR BY OWNER IN SEPARATE CONTRACT.
5	NEW FLOORING
6	PROVIDE NEW GYPSUM BOARD AT DINING ROOM AND HALL WALLS. EXTEND NEW GYPSUM BOARD OVER EXISTING DOOR OPENING AT EAST WALL. LEAVE TRANSOM WINDOW OPEN. PROVIDE 1x3 COMPOSITE WOOD TRIM WITH SQUARE EDGES AT WINDOWS AND DOORS, PAINTED.
7	CONTRACTOR TO CONFIRM EXISTING FOUNDATION IS

GENERAL PLAN NOTES

AND FACE OF FINISH AT EXISTING WALLS. DRAWINGS

D. PROVIDE INSULATION TO EXCEED THE MINIMUM

TO ARCHITECT.

VALUES:

ARE NOT TO BE SCALED.

**R-38 ATTIC INSULATION** 

PLAN KEY NOTES

R-19 INSULATION IN 2X6 WALLS

- PRESENT AT NEW FRONT BUILDING WALL. PROVIDE SEPARATE COST TO OWNER FOR NEW FOUNDATION IN CASE ONE IS NOT PRESENT
- FINISH PLAN KEY FLOORING (F) LUXURY VINYL TILE/PLANK FLOORING LVT ETR EXISTING TO REMAIN BASE (B) 6" COMPOSITE WOOD BASE WITH CHAMFERED CB TOP, PAINTED 6" RESILIENT BASE RB EXISING TO REMAIN ETR WALLS (W) P-GYP PAINTED GYPSUM BOARD

PAINT EXISTING WALL

EXISTING TO REMAIN

**EXISTING TO REMAIN - NO WORK** 

4' HIGH CLEAR ACRYLIC CORNERGUARD

NEW EXTERIOR WALL: 2x6 FRAMING 16"

P-GYP PAINTED GYPSUM BOARD

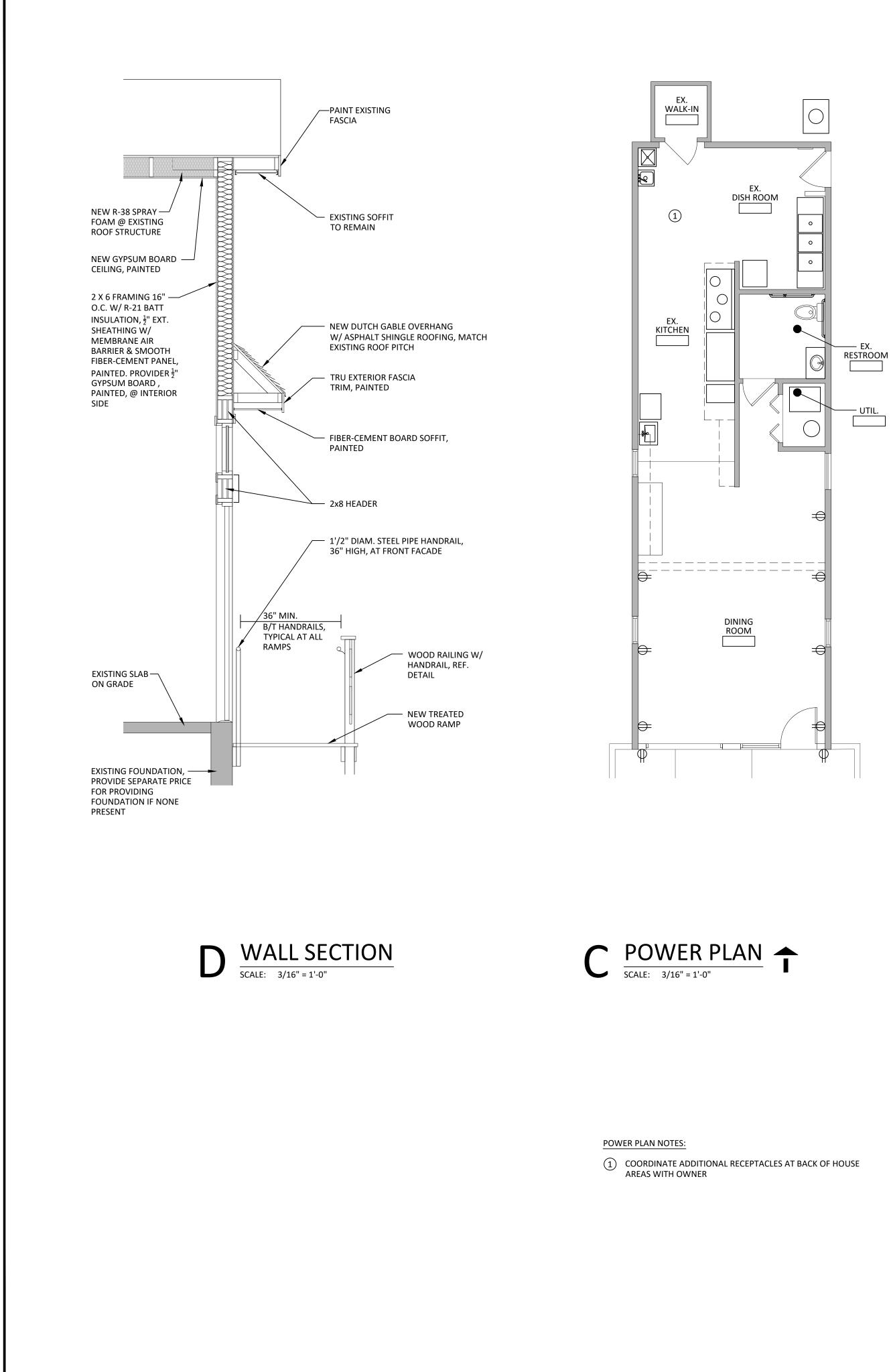
P-ETR PAINT EXISTING CEILING

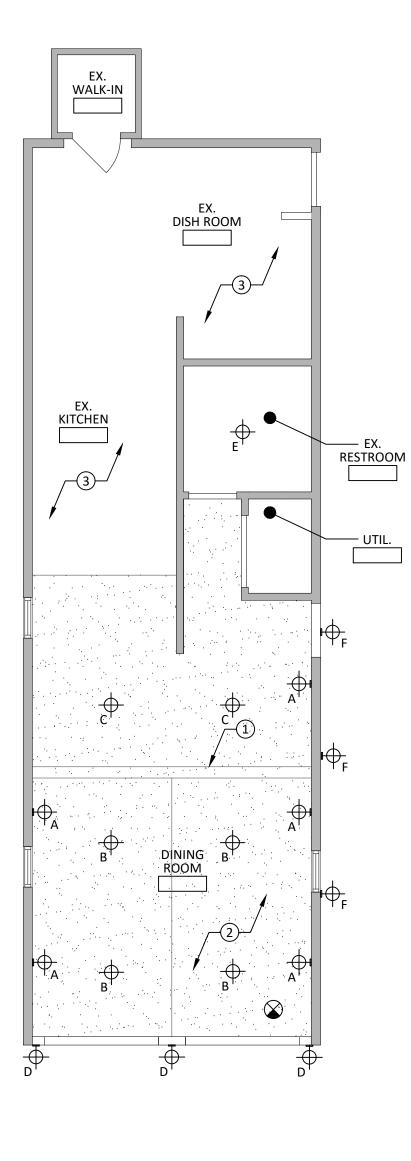
WALL PROTECTION - REF. PLAN FOR LOCATIONS

EXISTING WALL TO REMAIN

FLOOR PLAN LEGEND

springpoint A. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS, CONDITIONS AND LOCATIONS. REPORT DISCREPANCIES 522 WEST 2ND STREET BLOOMINGTON, INDIANA 47403 B. COORDINATE WORK OF OTHER TRADES WITH YOUR 812.318.2930 TRADE BEFORE STARTING ANY CONSTRUCTION. www.springpointarchitects.com C. DIMENSIONS ARE TO FACE OF FRAMING AT NEW WALLS







PROVIDE DIMMER SWITCHES AT NEW INTERIOR LIGHT FIXTURES COORDINATE SWITCHING LOCATIONS WITH OWNER

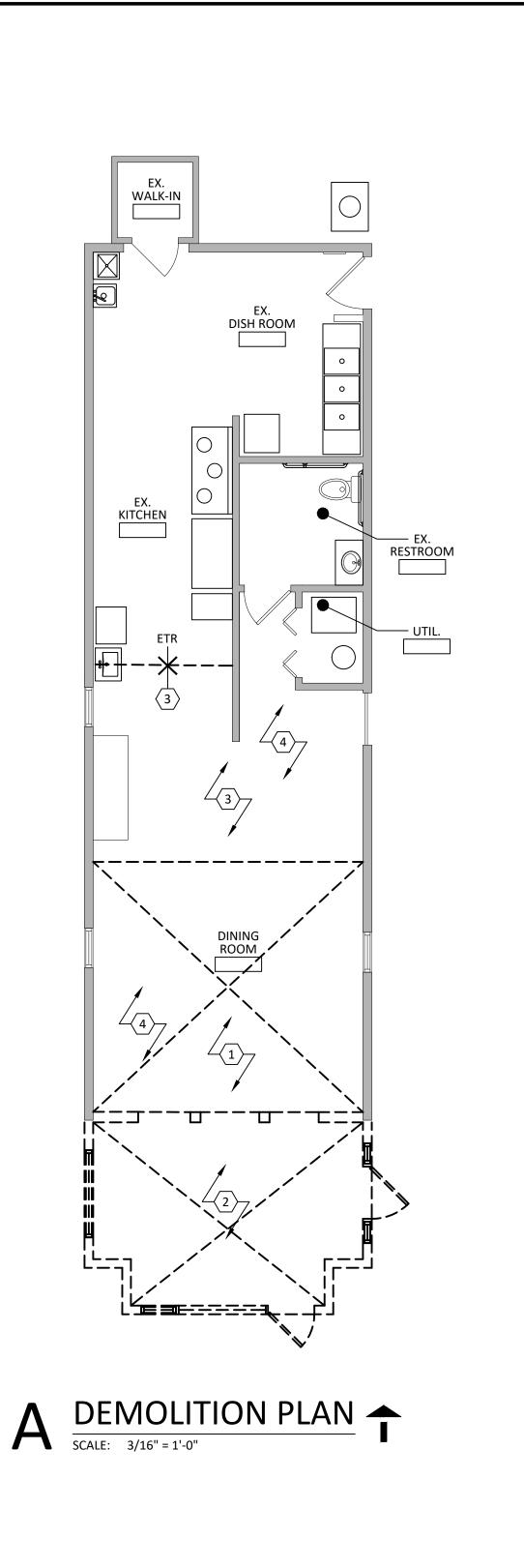
### REFLECTED CEILING PLAN NOTES:

- (1) REMOVE WOOD WRAP FROM EXISTING BEAM AND PROVIDE GYPSUM BOARD WRAP, PAINTED
- (2) PROVIDE NEW VAULTED GYPSUM BOARD CEILING AT UNDERSIDE OF ROOF STRUCTURE, PAINTED. PROVIDE R-38 SPRAY FOAM INSULATION AT ROOF DECK
- 3 EXISTING LIGHTS AND SWITCHES AT KITCHEN AREAS TO REMAIN, UNLESS SHOWN OTHERWISE

# DEMOLITION NOTES:

VAULTED CEILING

- $\langle 3 \rangle$  REMOVE FLAT WOOD PANEL CEILING



EX.

EX.

 $\langle 1 \rangle$  REMOVE EXISTING CEILING AT AREA SOUTH OF EXISTING EXPOSED BEAM IN DINING ROOM AND PREPARE FOR NEW

2 REMOVE FRONT ROOM OF BUILDING COMPLETE FROM FOUNDATION TO ROOF. REMOVE ARCHED INTERIOR WALL. CAP DUCTWORK UNDER FLOOR THAT SERVED FRONT ROOM.

4 REMOVE WOOD WALL PANELS AND WOOD TRIM AT DINING ROOM AND HALL AREAS

# **GENERAL NOTES**

A. GENERAL CONTRACTOR TO FIELD CHECK AND VERIFY ALL DIMENSIONS, CONDITIONS, AND LOCATIONS. REPORT DISCREPANCIES TO ARCHITECT.

B. COORDINATE WORK OF OTHER TRADES WITH YOUR TRADE PRIOR TO STARTING ANY CONSTRUCTION.



# A111

# DRAWING LEGEND

### DEMOLITION PLAN:

- === WALL/ITEM TO BE REMOVED EXISTING WALL TO REMAIN REFLECTED CEILING PLAN: NEW GYPSUM BOARD CEILING, SMOOTH
- FINISH, PAINTED  $\bigotimes$ SALVAGED EXIT LIGHT INSTALLED IN NEW LOCATION CEILING MOUNTED OR PENDANT LIGHT  $\Phi$ PROVIDED BY OWNER, INSTALLED BY CONTRACTOR WALL-MOUNTED LIGHT FIXTURE PROVIDED  $\overline{\Phi}$ BY OWNER, INSTALLED BY CONTRACTOR DENOTES FIXTURES TO BE SWITCHED TOGETHER

POWER PLAN:

€

DUPLEX RECEPTACLE. PROVIDE WATERPROOF AT EXTERIOR LOCATIONS



Project/Event:	Request to approve Resolution 2024-07 ROW agreement for the encroachment of screen fencing and a concrete access pad in the Right-of-Way at 2851 East Longview Avenue
Staff Representative:	Maria McCormick
Petitioner/Representative:	Relato/Scannell Properties
Date:	January 30, 2024

**Report:** Scannell Properties is requesting approval to encroach into the right-of-way with screen fencing for the AT&T utility equipment as required by the UDO and a concrete access pad required by Duke Energy associated with a new apartment building that was constructed at 2851 E Longview Avenue.

### BOARD OF PUBLIC WORKS RESOLUTION 2024-07

### Encroachment with Bloomington SPCW JV, LLC

WHEREAS, Bloomington SPCW JV, LLC (hereinafter "Owner") owns the real property at 2851 East Longview Ave, which real estate is more particularly described in a deed recorded as Instrument No. 2021022805, in the Office of the Recorder of Monroe County (hereinafter "Property"); and

**WHEREAS**, Owner is required to screen from view ground-mounted mechanical equipment by a solid wall or fence. Bloomington Municipal Code 20.04.080(m)(2). A portion of the screening, approximately 1', will be in the public right of way.

**WHEREAS**, Owner has constructed a concrete pathway, per Duke Energy access requirements, in order to provide access to the Duke Energy transformer in the Northwest corner of the project. The concrete pathway is in the public right of way.

WHEREAS, the City neither desires nor intends to vacate this right of way; and

**WHEREAS,** the City of Bloomington Board of Public Works has authority pursuant to IC 36-9-2-5 to establish, vacate, maintain, and operate public ways, including air ways over sidewalks.

### NOW, THEREFORE, BE IT RESOLVED:

That the City agrees not to initiate any legal action against Owner or its successor(s) in interest regarding the encroachments into the described right-of-way provided that:

- 1. Owner agrees to maintain all of the described encroachments and to keep them in a safe and good condition. Owner shall be responsible for timely performance of maintenance and shall bear all expense regarding such maintenance.
- 2. The encroachments shall not deviate from the design which are depicted in Exhibit A of this Resolution. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.
- 3. This Resolution is not intended to relieve Owner of any provisions of any applicable zoning or other ordinance or statute that may apply to the Property.
- 4. Owner agrees that the only encroachments that may be installed in the right of way are described herein. In the event Owner wishes to install any additional encroachment(s), Owner must first obtain additional approval from the Board of Public Works.

- 5. The terms of this Resolution shall be in effect upon the following: (a) passage by the Board of Public Works; (b) written acceptance by Owner and acknowledgement by Owner that the Board of Public Works may alter the terms and conditions to address unanticipated problems or may revoke permission if the Board determines the encroachments are undesirable in terms of the general welfare of the City; and (c) the return of a copy of the signed and notarized Resolution to the Engineering Department for recording, which must include the fee to the Monroe County Recorder's Office.
- 6. Owner understands and agrees that if the City or a public utility needs to work in said area for any reason, and any of the encroachments need to be removed to facilitate the City or a utility, the removal shall be at the sole expense of Owner, and the City shall not be responsible for any damage which may occur to the encroachments by the City's workers or contractors, or by those of a public utility. Owner shall not be compensated for any expense which it may incur.
- 7. If at any time it is determined that the encroached upon areas should be improved to better serve the public, or public improvements need to be made in the right of way and the encroaching improvements interfere with the planned public improvements, then Owner shall remove any materials or other installations, included within the encroachments upon notification by the City, without compensation by the City.
- 8. In the event the Owner sells the property during the term of this authorization, this authorization shall continue under the original conditions and be binding on its successors and assigns. However, if Owner's successors and assigns wish to change any of the encroachment(s) in any way, Owner's successors and assigns shall return to the Board of Public Works for permission to replace or modify said encroachment(s) prior to any change being made.
- 9. In consideration for the use of the property, pursuant to this Resolution, Owner, for itself, its officers, directors, agents, employees, members, successors and assigns, (collectively, the "Owner Parties") hereby acknowledges and agrees to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorney's fees and court costs, which may occur as a result of the use of said property by the Owner Parties pursuant to this Resolution, and for the same consideration hereby agree to indemnify, hold harmless, release, waive and forever discharge the City, its officers, directors, agents, employees, successors and assigns, and all other persons and entities associated with the City, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable

attorneys' fees and court costs, which may occur as a result of the use of said property by the Owner Parties pursuant to this Resolution, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract. Owner expressly acknowledges that this Resolution is intended to be as broad as permitted by law, subject to the terms and conditions hereof, and, if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

- 10. This Resolution shall run with the land and shall bind the Owner and its successors and assigns. Owner expressly consents to the provisions of this Resolution on its own behalf and on behalf of its successors and assigns.
- 11. Marc Pfleging of Scannell Properties, Owner, agrees by signing that he has full power by proper action to enter into this agreement and has authority to do so.

IN WITNESS WHEREOF, the Board of Public Works has executed this Resolution 2024-07 this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2024.

### CITY OF BLOOMINGTON

**Bloomington SPCW JV, LLC** 

#### **BOARD OF PUBLIC WORKS**

Ву: \_\_\_

Kyla Cox Deckard, President

By: \_\_\_\_\_ Marc Pfleging, Manager

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

Date:

Elizabeth Karon, Vice President

By: \_\_\_\_

James Roach, Secretary

STATE OF INDIANA )

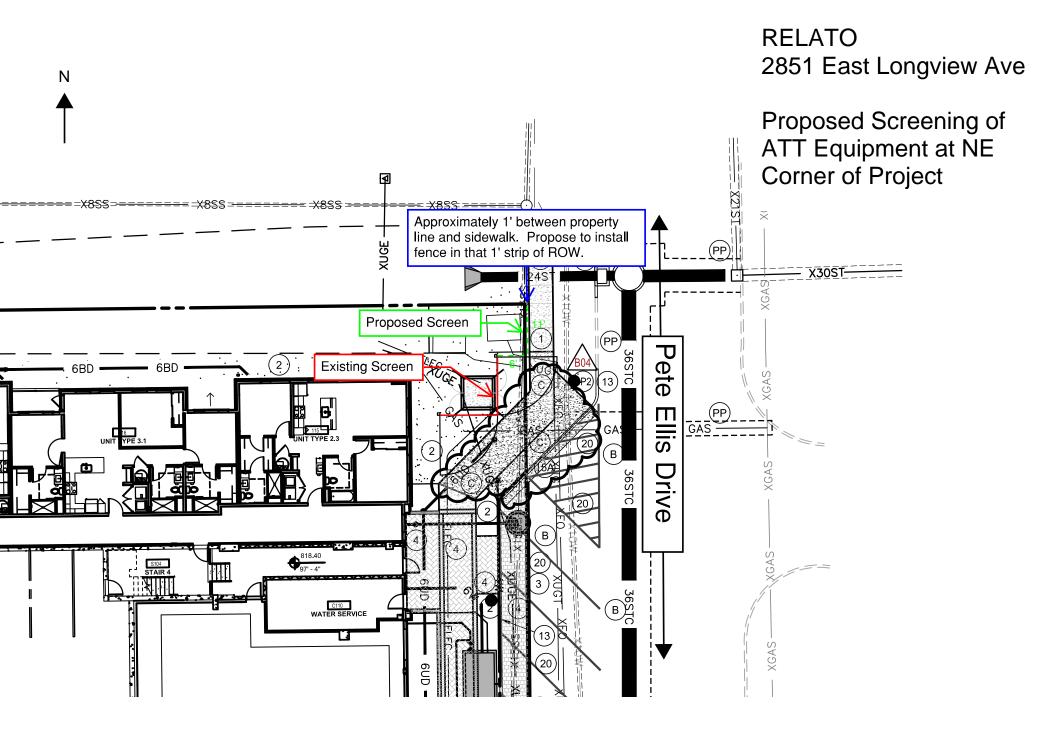
) SS: COUNTY OF MONROE )

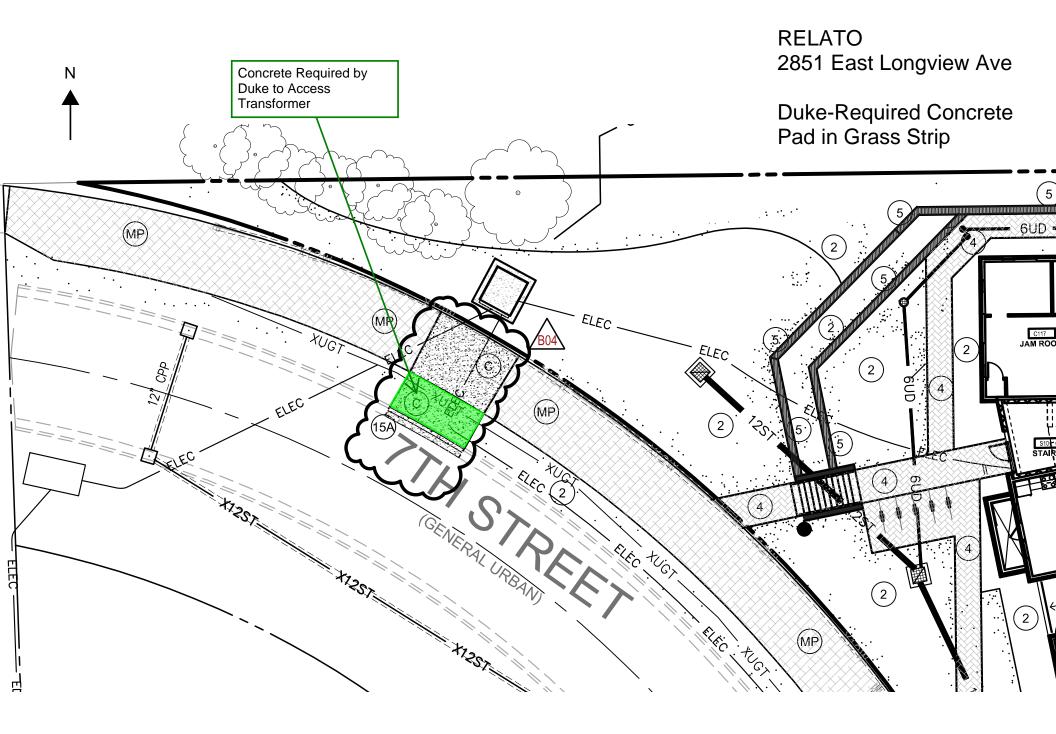
Before me, a Notary Public in and for said County and State, personally appeared Kyla Cox Deckard, Elizabeth Karon, and James Roach of the City of Bloomington Board of Public Works, who acknowledged the execution of the foregoing instrument.

WITNESS, my hand and nota 20	arial seal this _	day of,	
Resident of	_ County		
		Notary Public Signature	
My Commission #:	<u></u>	Printed Name	
My Commission expires:			
STATE OF INDIANA )			
COUNTY OF MONROE	) SS: )		
Before me, a Notary Public in and for said County and State, personally appeared Marc Pfleging, Manager of Scannell Properties, who acknowledged the execution of the foregoing instrument.			
WITNESS, my hand and nota 20	arial seal this _	day of,	
Resident of	_ County		
		Notary Public Signature	
My Commission #:	<u> </u>	Printed Name	
My Commission expires:			

I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Aleksandrina P. Pratt

This instrument was prepared by Aleksandrina P. Pratt, Assistant City Attorney, City of Bloomington Legal Department, P.O. Box 100, Bloomington, Indiana 47402-0100.







Headquarters 8801 River Crossing Blvd. Suite 300 Indianapolis, IN 46240 tel: 317.843.5959 fax:317.843.5957

Offices Alexandria Boston Chicago Dallas Denver Kansas City Minneapolis San Francisco

Antwerp Düsseldorf London Milan Paris Würzburg

January 18, 2024

Via Electronic Delivery

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

Re: RELATO/Scannell Multifamily Project – Proposed Screening and Concrete Pad in Right-of-Way

Dear Board Members:

To comply with Bloomington Planning requirements, we must screen the AT&T equipment at the NE corner of our site. AT&T will not allow us to place anything in their utility easement at the edge of our property (see attached image), so we are forced to place a portion of this screening approximately 1' into the public right-of-way (see attached images). The screening will match the adjacent screening, which was previously approved by Bloomington. Scannell respectfully requests that the Board of Public Works approves the installation of this screening in the public right-of-way.

Further, to comply with Duke Energy access requirements, we must provide a concrete pathway to their transformer in the NW corner of our project. This concrete has already been installed, but Scannell now requests that the Board of Public Works approves of this concrete staying as currently installed.

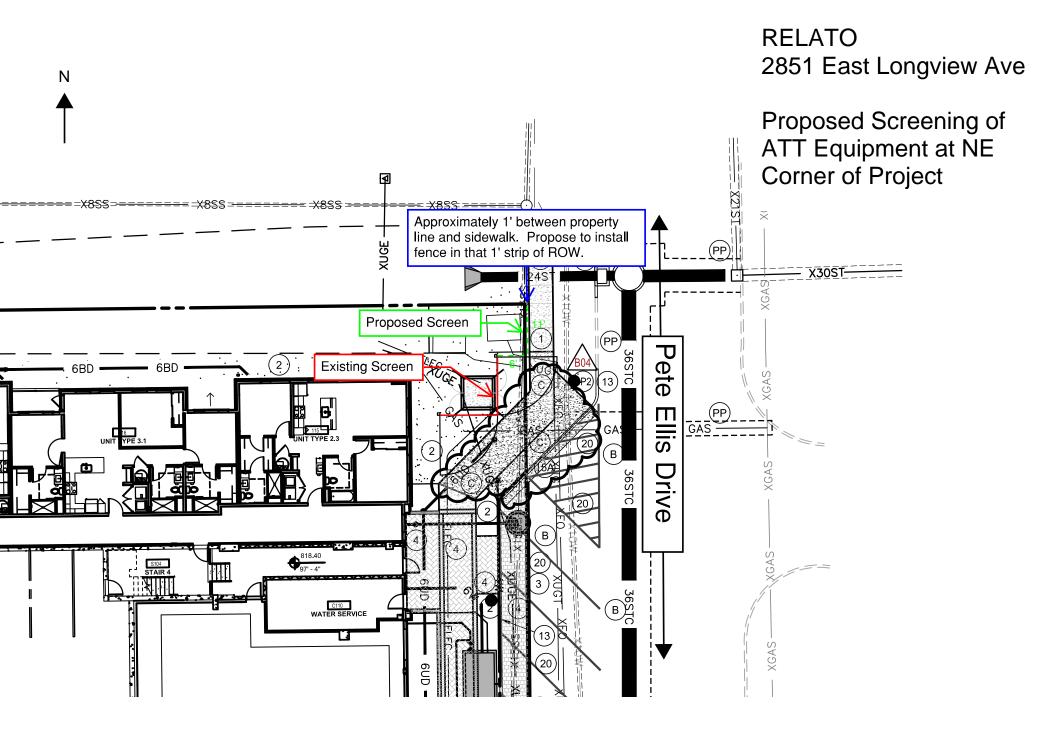
If approved, this screening and concrete will be included in an encroachment agreement with Bloomington.

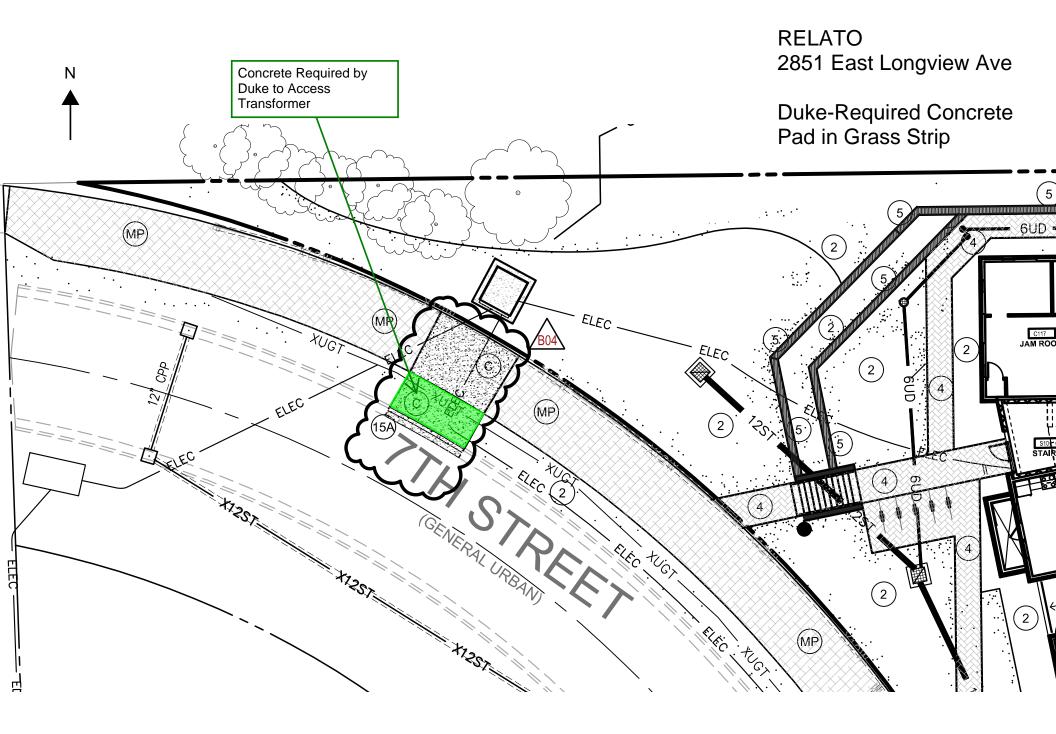
Kind Regards,

Craig Miller VP Project Management

Attachments

Cc: Maria McCormick – City of Bloomington Engineering Tom Jasin – Development Manager, Scannell Properties







Project/Event:	Lane, Bike, and Sidewalk closure at 2038 N Walnut St
Staff Representative:	Alex Gray
Petitioner/Representative:	Goodman Construction
Date:	January 30 <sup>th</sup> , 2024

**Report:** Goodman Construction is completing a water rerouting project for the Hub development that is being installed at 2038 N Walnut St. They are requesting that the eastern lane of N Walnut St be closed, along with the sidewalk and bike lane, from February 5<sup>th</sup>, 2024, through March 1<sup>st</sup>, 2024 to complete the water rerouting. They will have an arrowboard and signage ahead of the closure to direct traffic into the western lane on Walnut St. Then they will detour pedestrians across the street to the west at Miller Showers Park in order to direct them around the closure.



### CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

ROW EXCAVATION 🔲 ROW USE

ADDRESS OF ROW ACTIVITY: 2038 N Walnut St

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

E-MAL:       Intercention Construction Co. Inc.         COMPANY:       Goodman Construction Co. Inc.         ADDRESS:       2597 W Fountain Dr.         CITY, STATE, ZIP:       Bloomington, IN 47404         24-HB EMERGENCY CONTACT NAME:       Wes Stanger	E-MAIL: <u>nick@goodmanconstructionco.com</u>	□ LIGHTED BARRELS □ TYPE 3 BARRICADES
E-MARL:       Incket gegoted interfection for control         COMPANY:       Goodman Construction Co. Inc.       FLAGGERS       BPD OFFICER         ADDRESS:       2597 W Fountain Dr.       "PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT)PLAN IS YOUR RESPONSIBILITY AND REQUIRI         CITY, STATE, ZIP:       Bloomington, IN 47404       See page 3 for additional MOT resources; the graph paper can be used for your MO site plan if needed or you can submit a separate sheet         24-HR EMERGENCY CONTACT NAME:       Wes Stanger       E. METERED PARKING SPACES NEEDED:       Y M         24-HR CONTACT PHONE #:       812-325-8387       IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S)         INSURANCE #*:       COMPANY:       Indiana Farmers         BOND#*:       66833383       COMPANY:       Western Surety         * INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED       F. IS THIS A CBU* COUNTY* IU* NP* PROJECT         **SUBCONTRACTOR INFORMATION**       PROJECT NAME:       The Hub         (LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)       PROJECT MGR.:       PROJECT MGR.:         B. WORK DESCRIPTION:       PROJECT MGR.:       PROJECT MGR.:       *CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY		
COMPANY:       Goodman Construction Co. Inc.       □       FLAGGERS       □       BPD OFFICER         ADDRESS:       2597 W Fountain Dr.       PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT)PLAN IS YOUR RESPONSIBILITY AND REQUIRE See page 3 for additional MOT resources; the graph paper can be used for your MO site plan if needed or you can submit a separate sheet         24-HR EMERGENCY CONTACT NAME:       Wes Stanger       E.       METERED PARKING SPACES NEEDED:       □       ¥         24-HR CONTACT PHONE #:       812-325-8387       IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S)         INSURANCE #*:       COMPANY:       Indiana Farmers         BOND#*:       66833383       COMPANY:       Western Surety         *INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED       F. IS THIS A □ CBU* □ COUNTY* □ IU* □ NP* PROJECT         *SUBCONTRACTOR INFORMATION**       PROJECT MARE:       PROJECT MARE:       PROJECT MGR.::         COMPANY NAME:       Goodman Construction Co. Inc.       PROJECT MGR.:       PROJECT MGR.:         B. WORK DESCRIPTION:       □ CONTACT PERCENT       "CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY		
ADDRESS: 2037 W TOURINALTEDT.       MAINTENANCE OF TRAFFIC (MOT)PLAN IS YOUR RESPONSIBILITY AND REQUIRE         CITY, STATE, ZIP: Bloomington, IN 47404       See page 3 for additional MOT resources; the graph paper can be used for your MO site plan if needed or you can submit a separate sheet         24-HR EMERGENCY CONTACT NAME: Wes Stanger       Wes Stanger         24-HR CONTACT PHONE #: 812-325-8387       IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S)         INSURANCE #*:       COMPANY: Indiana Farmers         BOND#*: 66833383       COMPANY: Western Surety         *INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED       F. IS THIS A □ CBU* □ COUNTY* □ IU* □ NP* PROJECT         *INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED       F. IS THIS A □ CBU* □ COUNTY* □ IU* □ NP* PROJECT         *INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED       F. IS THIS A □ CBU* □ COUNTY* □ IU* □ NP* PROJECT         (LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)       PROJECT NAME: The Hub         PROJECT MGR.:       PROJECT MGR.:         B. WORK DESCRIPTION:       PROJECT MGR.#:         *CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY		LI FLAGGERS LI BPD OFFICER
CITY, STATE, ZIP:       Bloomington, IN 47404       See page 3 for additional MOT resources; the graph paper can be used for your MO site plan if needed or you can submit a separate sheet         24-HR EMERGENCY CONTACT NAME:       Wes Stanger       E. METERED PARKING SPACES NEEDED:       Y M         24-HR CONTACT PHONE #:       812-325-8387       IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S)         INSURANCE #*:       COMPANY:       Indiana Farmers         BOND#*:       66833383       COMPANY:       Western Surety         * INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED       F. IS THIS A CBU* COUNTY* IU* NP* PROJECT         * SUBCONTRACTOR INFORMATION**       PROJECT NAME:       PROJECT MAME:         COMPANY NAME:       Goodman Construction Co. Inc.       PROJECT MGR.:         B. WORK DESCRIPTION:       PROJECT MGR. #:       *CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY	Address: 2597 W Fountain Dr.	*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND
24-HR EMERGENCY CONTACT NAME:       Wes Stanger       Site plan if needed of you can submit a separate sheet         24-HR CONTACT PHONE #:       812-325-8387       E.       METERED PARKING SPACES NEEDED:       Y       Y         INSURANCE #*:       COMPANY:       Indiana Farmers       APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/         BOND#*:       66833383       COMPANY:       Western Surety       moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436         *INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED       F. IS THIS A □ CBU* □ COUNTY* □ IU* □ NP* PROJECT         *SUBCONTRACTOR INFORMATION**       PROJECT NAME:       The Hub         (LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)       PROJECT MGR.:       PROJECT MGR.:         B. WORK DESCRIPTION:       PROJECT MGR.#:       *COUNTY = MONROE COUNTY	CITY, STATE, ZIP: Bloomington IN 47404	See page 3 for additional MOT resources; the graph paper can be used for your MOT
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B. WORK DESCRIPTION: PROJECT MGR. #: *CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY	COMPANY NAME: Goodman Construction Co. Inc.	
*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY	B. WORK DESCRIPTION:	
(EXPLAIN): Excavation for Water Main Reroute G. EXCAVATIONS:		
*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND SQ FT OF PAVEMENT* EXCAVATIONS : _1,560SF		
		*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS
SQ FT OF NON-PAVEMENT* EXCAVATIONS:		
*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE	1ST INTERSECTING STREET NAME:	
2ND INTERSECTING STREET NAME:       LINEAL FT OF BORE*:         *BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS		
□ ROAD CLOSURE	🗖 ROAD CLOSURE 🛛 LANE CLOSURE 1 🖾 2 🗖 3 🗖	
SIDEWALK* BIKE LANE OTHER SQ FT OF SIDEWALK RECONSTRUCTION*:	🛛 SIDEWALK* 🖾 BIKE LANE 🗖 OTHER	
TRANSIT STOP? □ Y ⊠ N PARKING LANE(S)** □ Y ⊠ N **NON-METERED *CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED	TRANSIT STOP? 🗆 Y 🖾 N PARKING LANE(S)** 🗖 Y 🖾 N **non-metered	
START DATE: 1/22/24 END DATE: 2/16/24 # OF DAYS*: 26 SQ FT OF SIDEWALK NEW CONSTRUCTION*:		
*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE		-
STREET NAME 2: #RESIDENTIAL DRIVEWAY INSTALLATION:	STREET NAME 2:	#RESIDENTIAL DRIVEWAY INSTALLATION:
1ST INTERSECTING STREET NAME: TO SUBMIT A LOCATE REQUEST 24 HRS A DAY,	1ST INTERSECTING STREET NAME:	TO SUBMIT A LOCATE REQUEST 24 HRS A DAY,
2ND INTERSECTING STREET NAME: 7 DAYS A WEEK CALL 811 OR 800-382-5544	2ND INTERSECTING STREET NAME:	
□ ROAD CLOSURE □ LANE CLOSURE 1 □ 2 □ 3 □ CALL 2 WORKING DAYS BEFORE YOU DIG.	□ ROAD CLOSURE □ LANE CLOSURE 1 □ 2 □ 3 □	CALL 2 WORKING DAYS BEFORE YOU DIG.
□ SIDEWALK* □ BIKE LANE □ OTHER TO ANGUE GROUP OF A DEVICE AND A DEV	□ SIDEWALK* □ BIKE LANE □ OTHER	
TRANSIT STOP? U Y U N PARKING LANE(S)** U Y U N "NON-METERED		
START DATE: # OF DAYS*: City of Bloomington from or against all claims, action, damages and expenses, including the second secon	START DATE: END DATE: # OF DAYS*:	The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW person or damage to any property arising, or alleged to have arisen out of any act commission or omission on the part of the petitioner/applicant, his/her heirs, successor		but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM right-of-way use pursuant to this permit grant.	STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM	right-of-way use pursuant to this permit grant.
STANDARD CLOSURE HOURS I *NON-STANDARD CLOSURE HOURS FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.		FOREGOING REPRESENTATIONS ARE TRUE.
REQUESTED CLOSURE HOURS: 12:00 AM - 12:00 PM PRINT NAME: Derrick R Goodman		Derrick R Goodman
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process SIGNATURE: Derrick Goodman		PRINT NAME:
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)	*non-standard hours may not be allowed near schools, on arterials, or other	PRINT NAME:

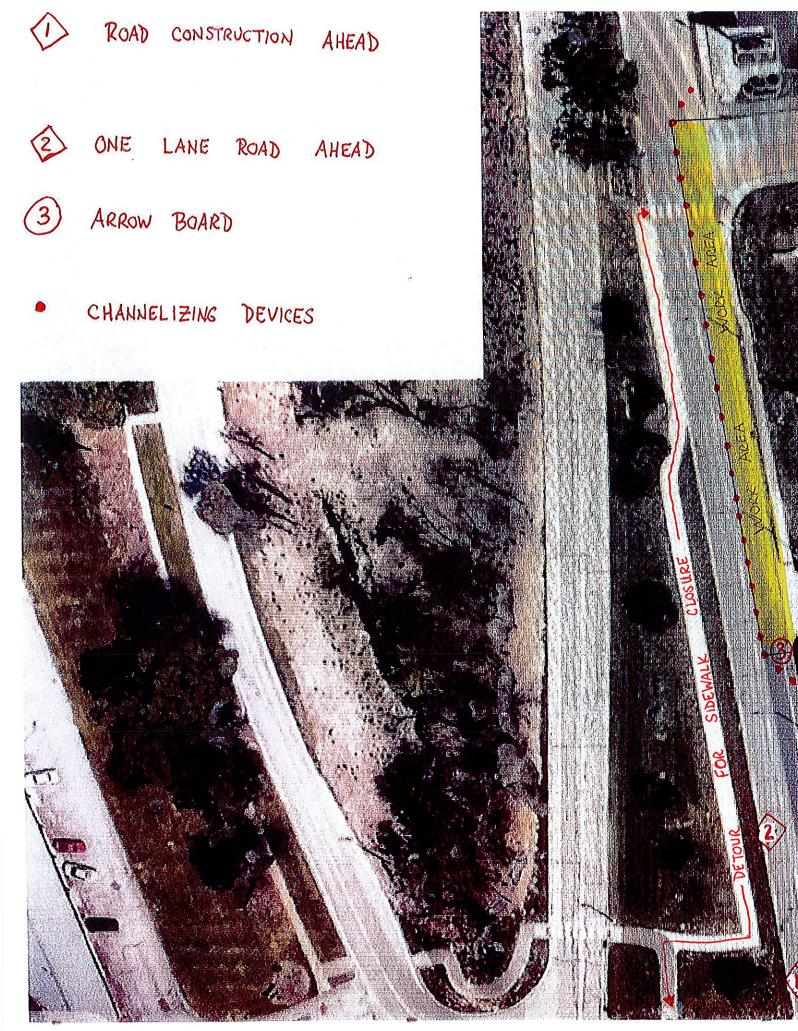
For Administration Use Only (applicable to CLOSURE approval)

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

BPW City Engineer Director Date:\_\_\_\_\_

Staff Representative: \_\_\_\_\_ Phone#: \_\_\_\_\_ Date:\_\_\_

PAGE 1







Goodman Construction Co. Inc. 2597 W. Fountain Dr. Bloomington, IN 47404 Tel. 812-822-0748 dayne@goodmanconstructionco.com



January 8th, 2024

#### RE: Lane closure for Hub project located at 2038 N. Walnut St., Bloomington, IN.

To Whom It May Concern,

Goodman Construction Co. Inc. is needing to perform a water main re-route for the Hub project, located at 2038 N. Walnut St., Bloomington, IN. Goodman Construction Co. Inc. is respectfully requesting a temporary lane closure for the East side lane of Walnut St. for pedestrian safety to the Board of Public Works on January 16th at 5:30 pm. With this closure, it will also help with the safety of GCC personnel as we are on a busy street, we will be excavating approximately 6 feet deep for the water main installation. Also, this closure we help GCC to perform with better efficiency. Goodman Construction Co. Inc. is requesting the closure of the East Lane of N Walnut for the dates of January 22<sup>nd</sup> through February 16<sup>th</sup>, 2024.

Goodman Construction Co. Inc. will coordinate with the City of Bloomington and City of Bloomington Utilities to ensure that this closure is well communicated, and all transit providers know about this closure on January 16<sup>th</sup> through February 16<sup>th</sup> ,2024.

Thank you, Dayne Goodman - 812-798-3260



Project/Event:	Atlantic Engineering Group (AEG)
Staff Representative:	Alex Gray
Petitioner/Representative:	Bret Simons
Date:	January 30 <sup>th</sup> , 2024

**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 will be in place after January 30th through the end of the project, which we're estimating to be 4 weeks per project area.

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

AEG is requesting for 1 area project to be granted through this BPW meeting. The following area includes...

N Crescent Rd This will include underground fiber placement between W Gray St to W 17<sup>th</sup> St and N Adams St to Highway 37/I-69. Work on N Crescent Rd and W Fountain Dr, primarily at the intersection and B-Line extension project work area, will be delayed until a later time and will be present in a separate permit.



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

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

Dear Board Members,

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

Weekday hours will be from 8-4pm. Hours Saturday will be from 8-3pm. This will only be restoration, splicing and/or cable pulling. School zone hours will be from 8:30-2:30pm.

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

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

Bret Simons Engineering Project Coordinator Atlantic Engineering Group

# Fiber Internet is coming to Bloomington!

You can subscribe now!

# Get the Fastest Internet in Town

- Same Speeds Up and Down
- Ultimate Gaming with No Lag
- Stream without Buffering
- Video Chats without Interruption
- ✓ Use A∎ Your Devices, All at the Same Time — No Problem!



www.GigabitNowIndiana.com

# AEG

### Fiber Optic Internet is Coming to Your Neighborhood!

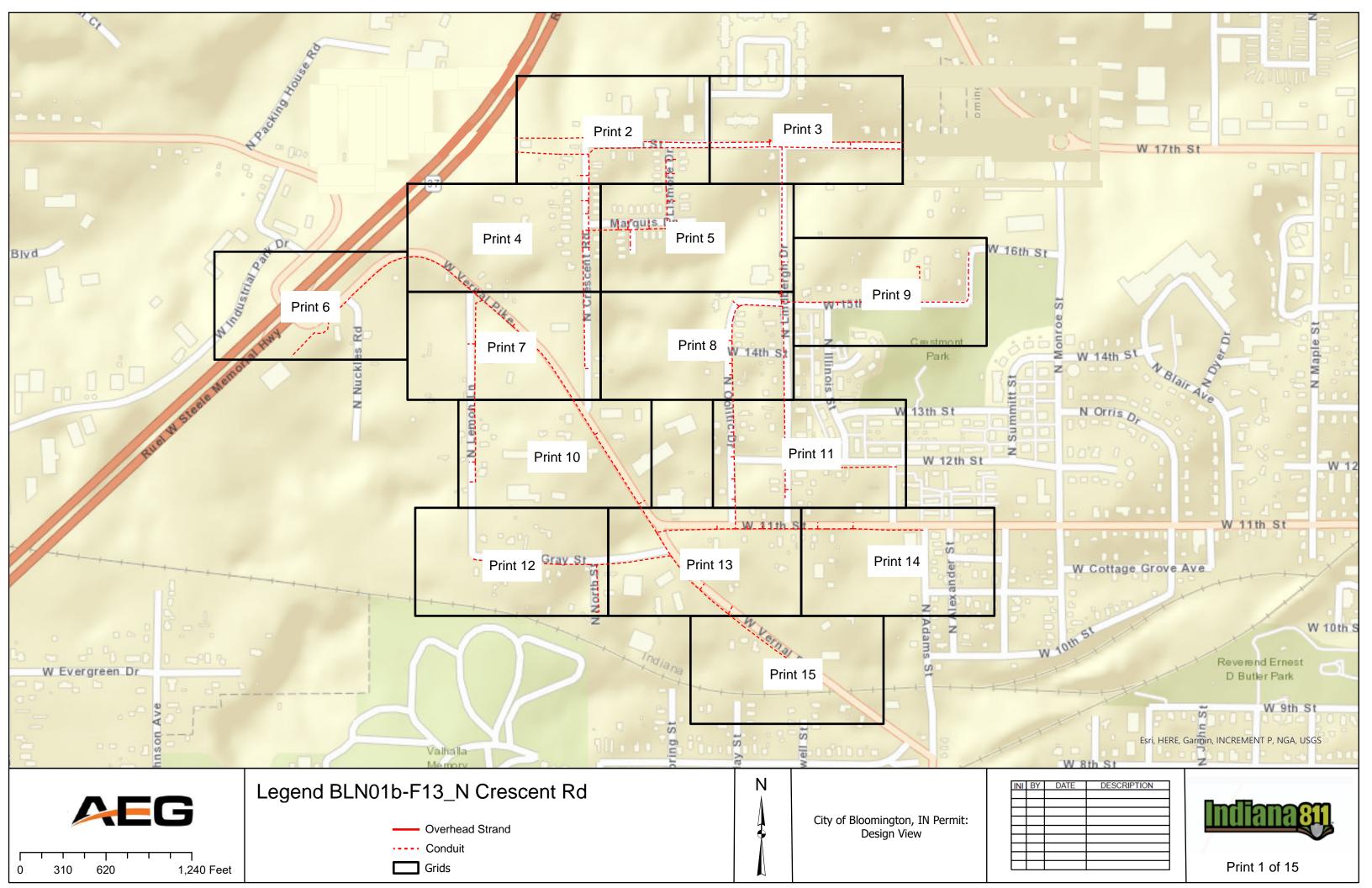
Over the next several weeks there will be construction crews in your area building a new fiber optic network. Fiber is the fastest and most reliable technology to deliver internet and Wi-Fi services.

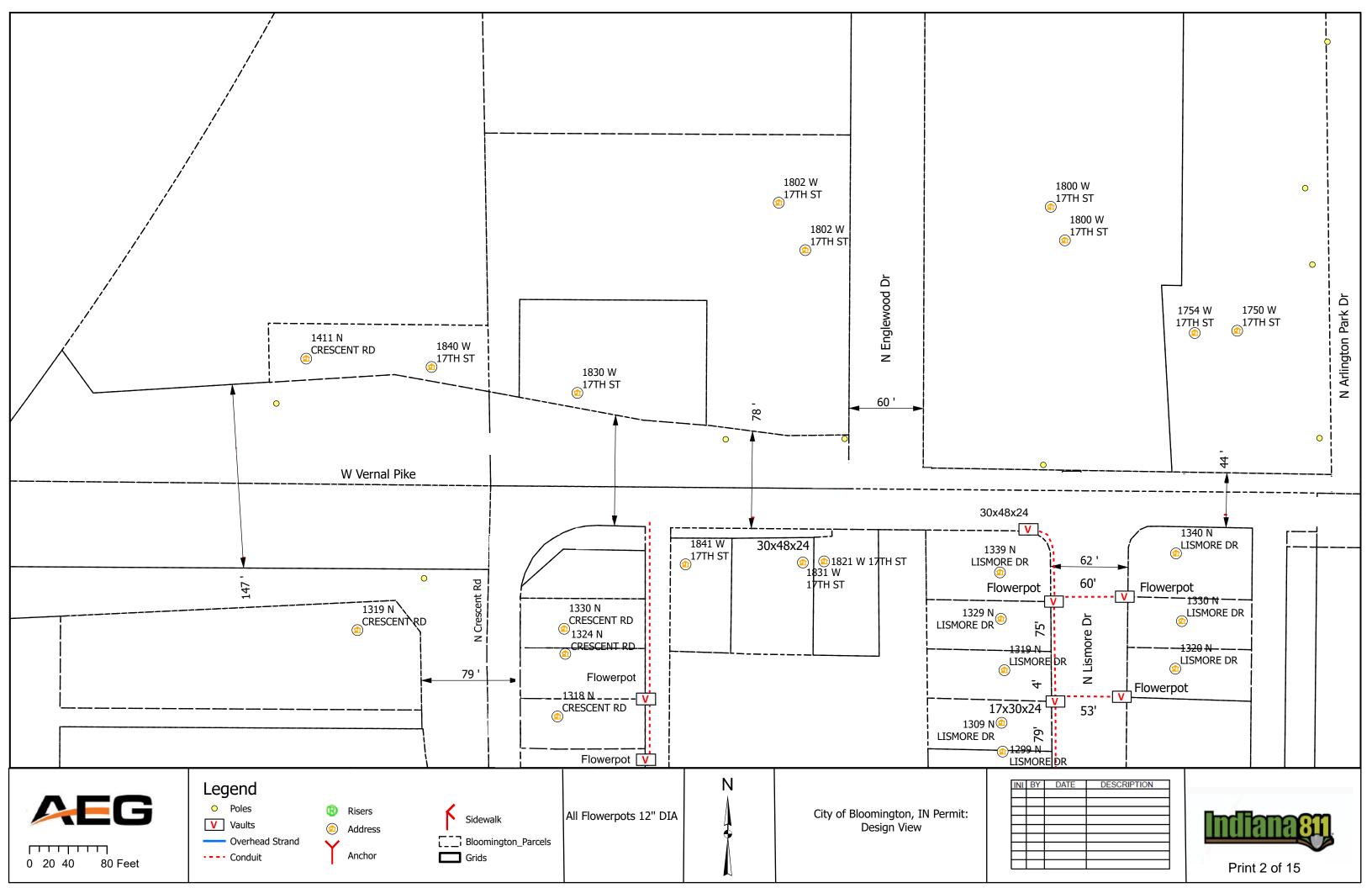
Before we begin building, we must determine the location of existing underground utilities. Construction areas will be marked with flags and paint that should remain in place for the duration of construction.

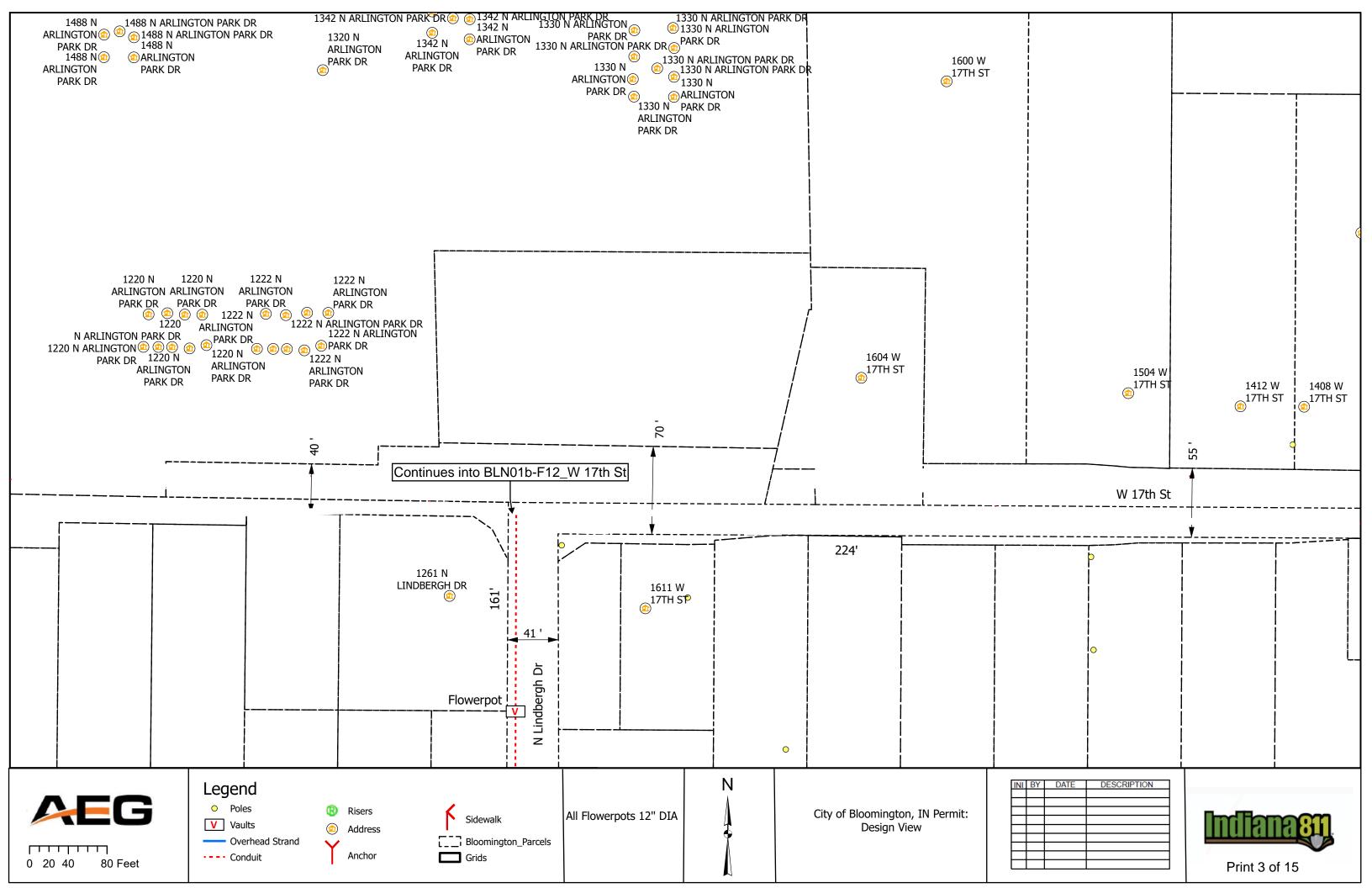
Please feel free to mark any private underground facilities that you believe are in the right of way. Examples of private facilities are: Sprinkler systems, dog fences, private gas line, pool systems, etc..

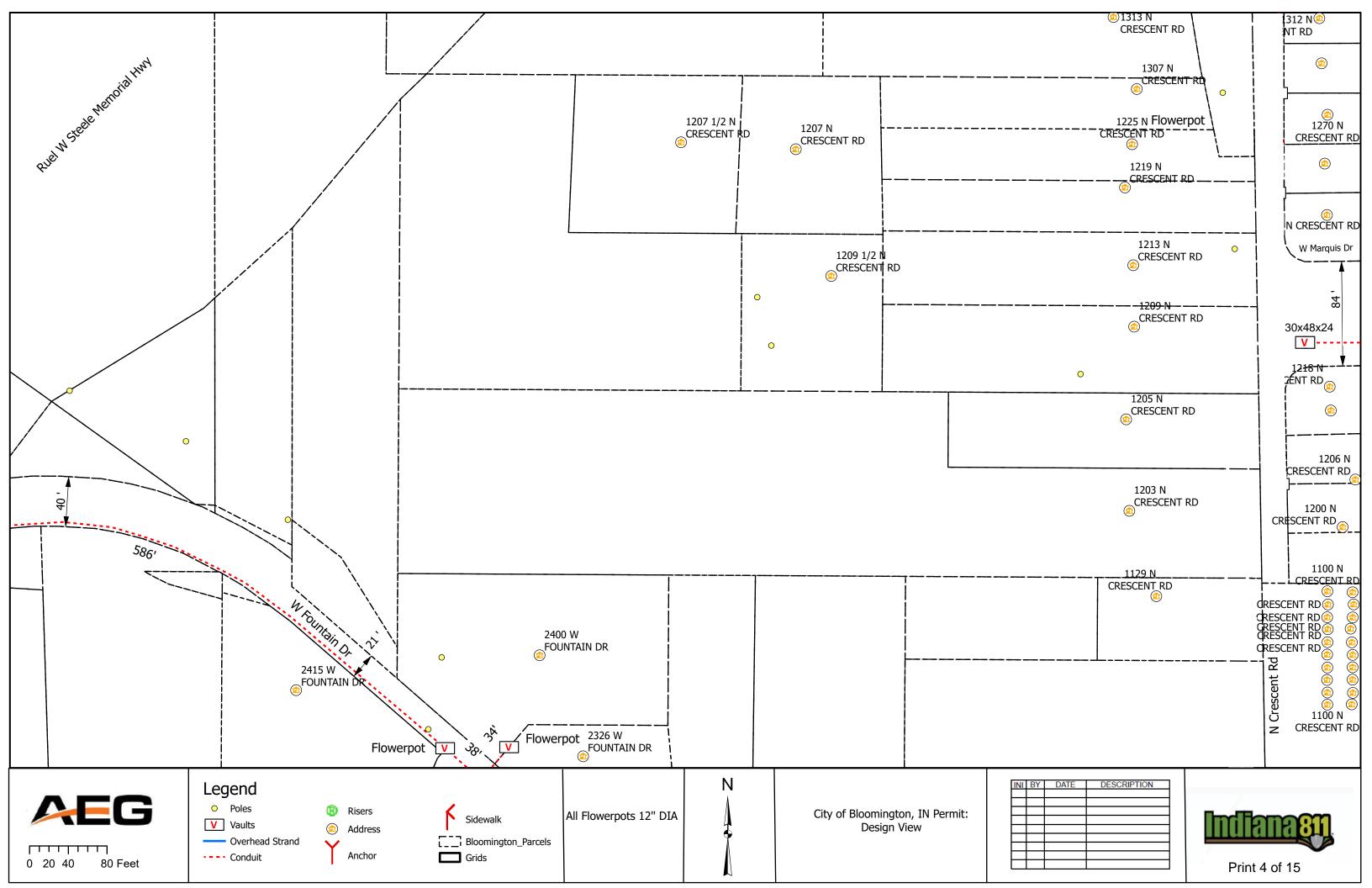
> For additional information please call I-800-315-3509

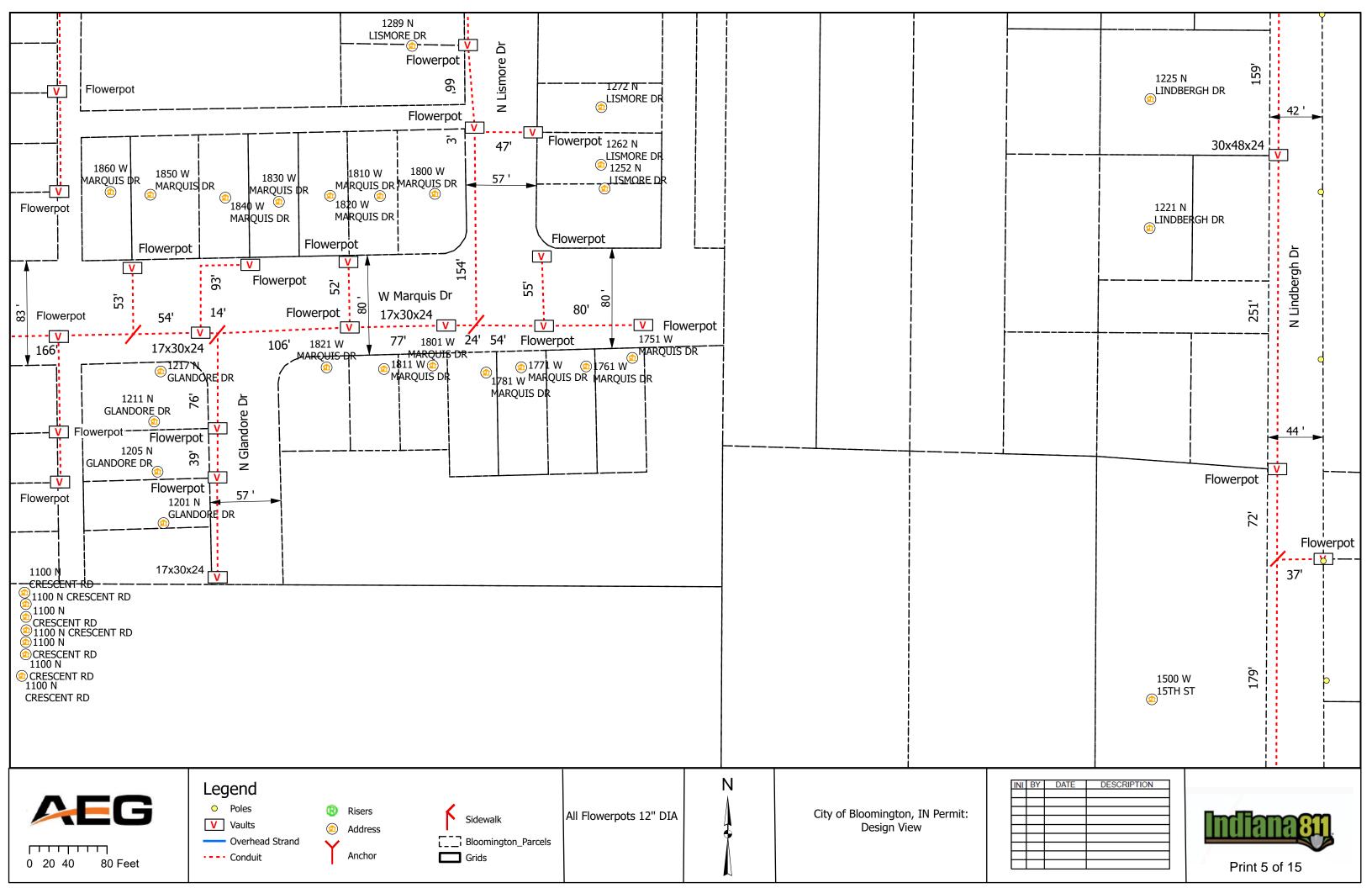


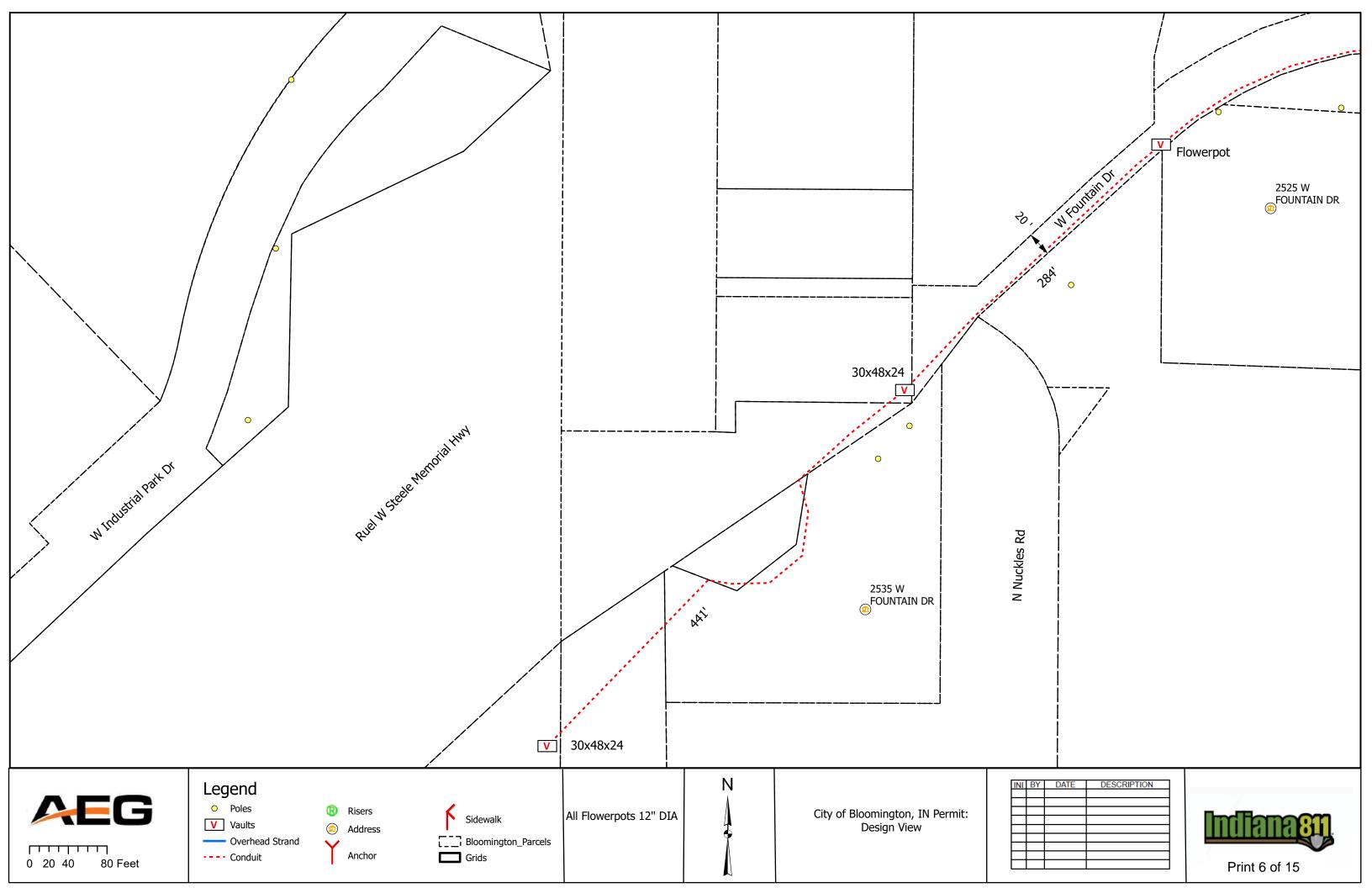


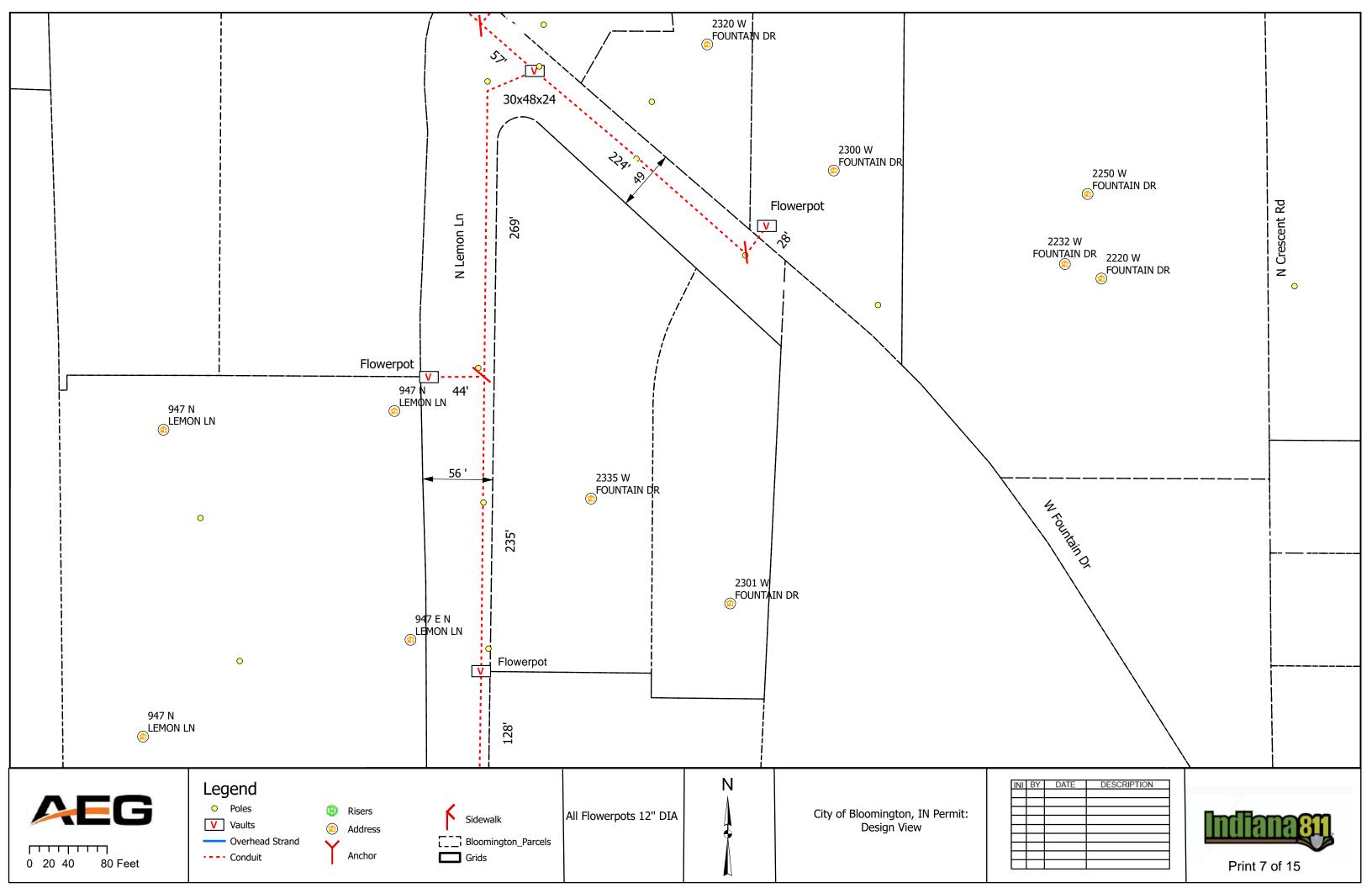


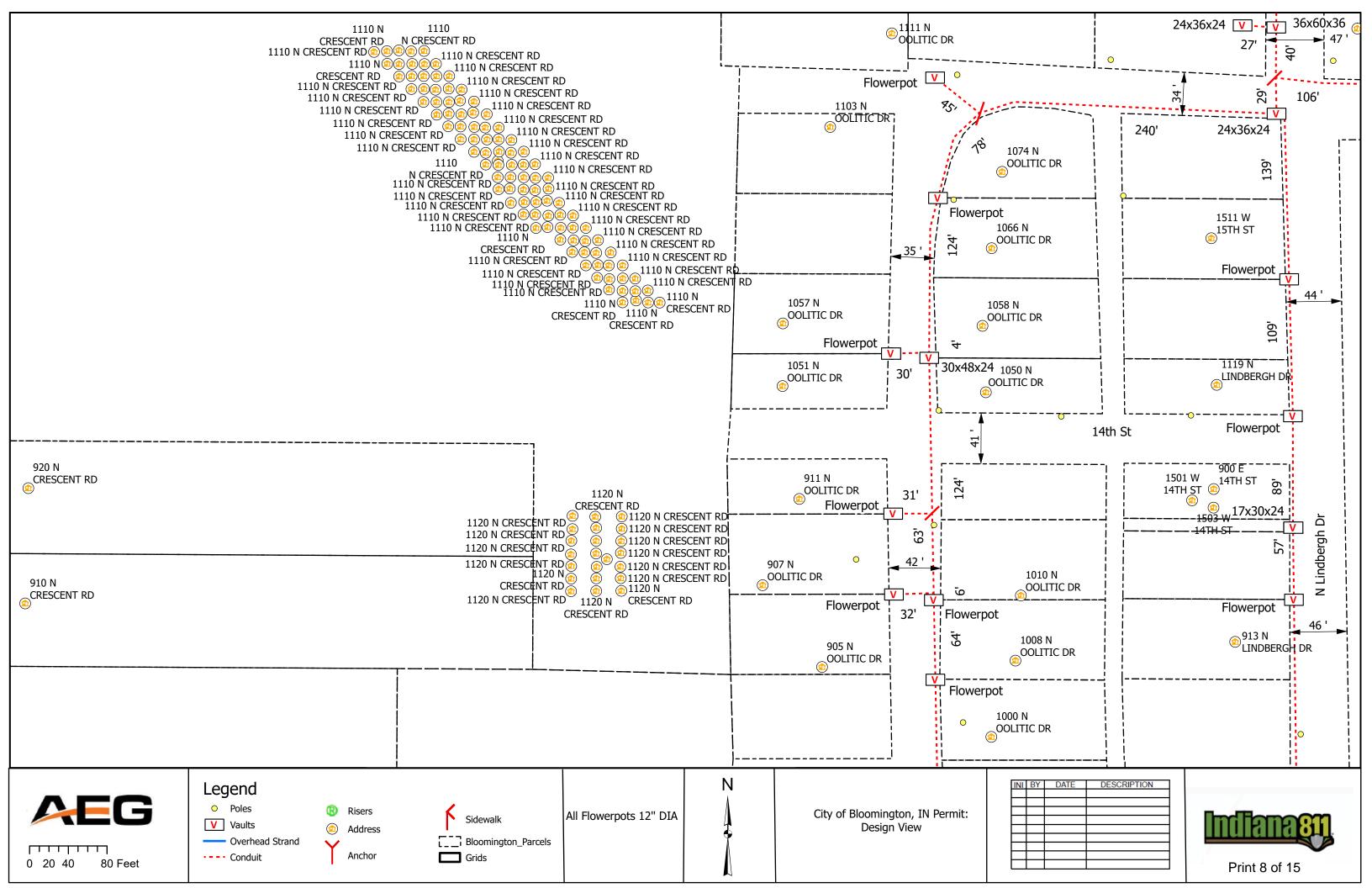


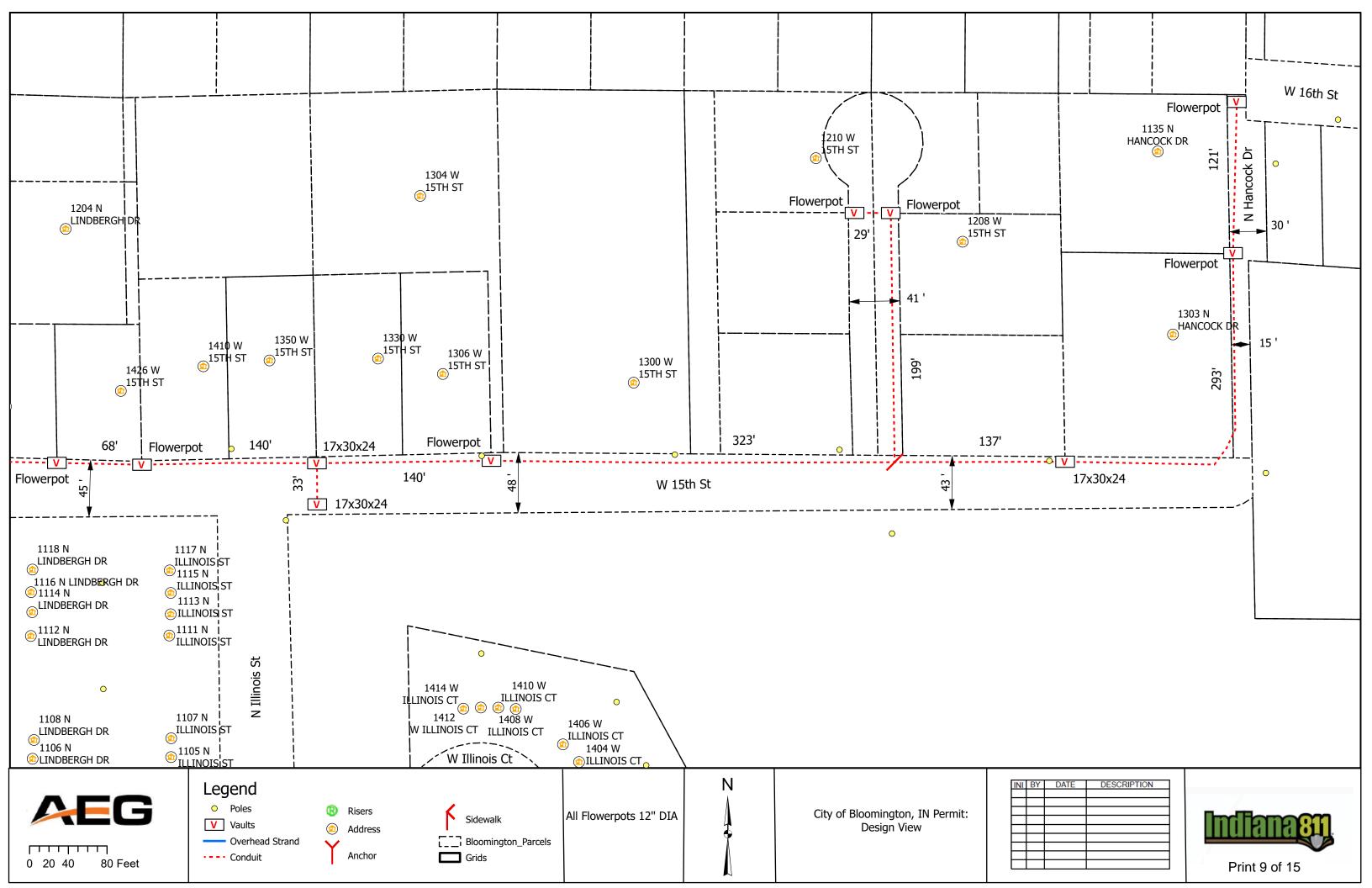


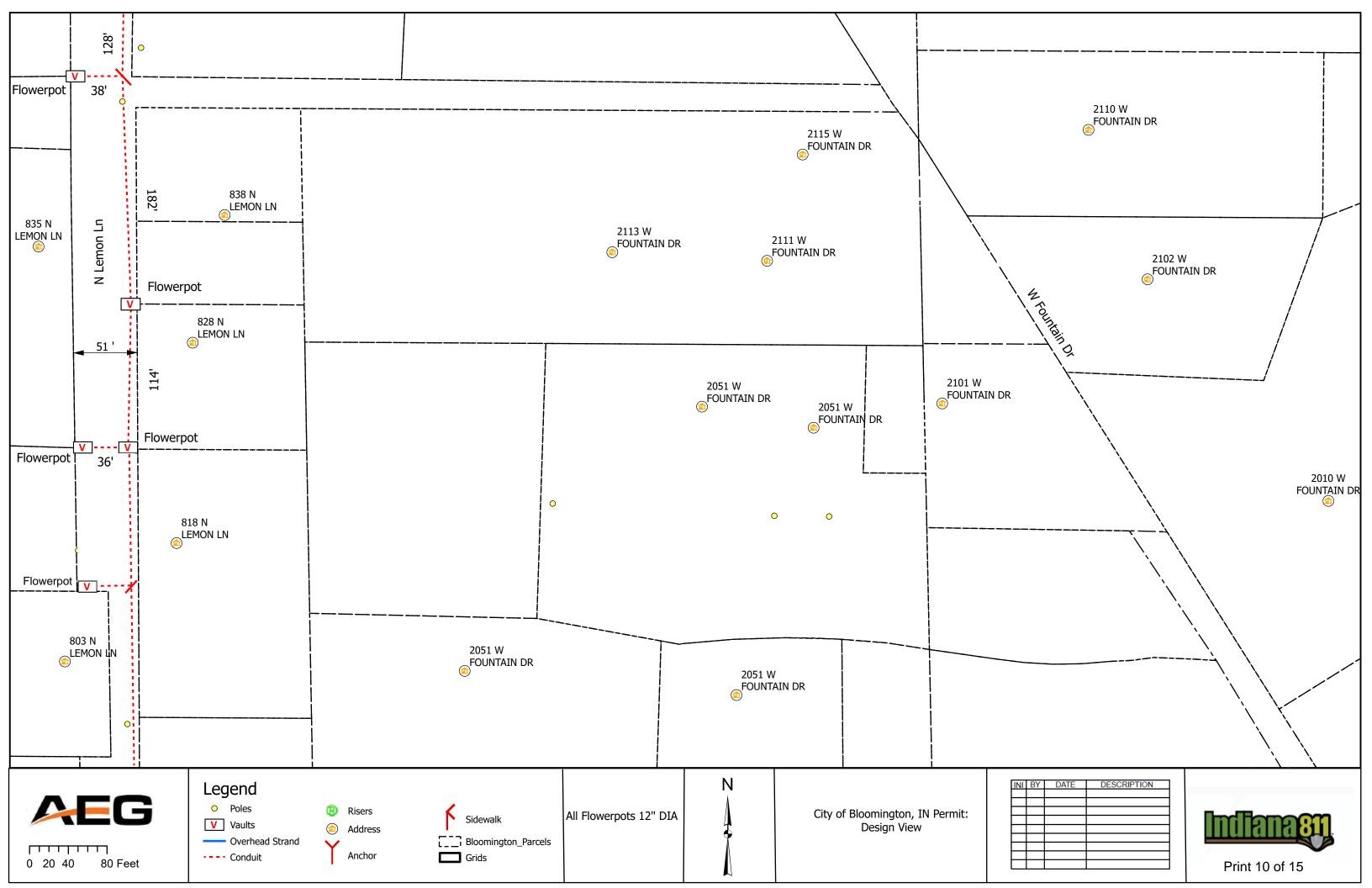


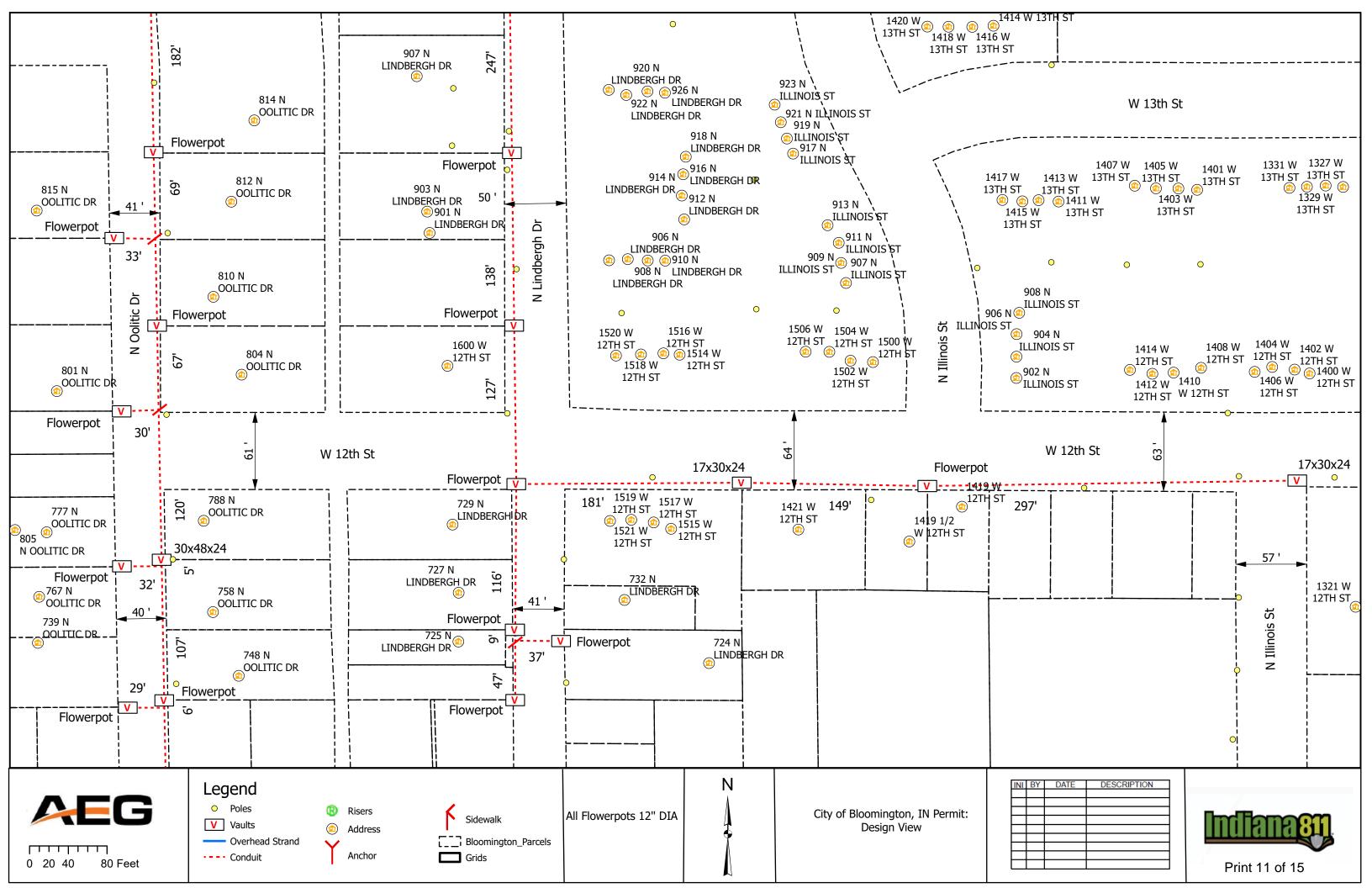


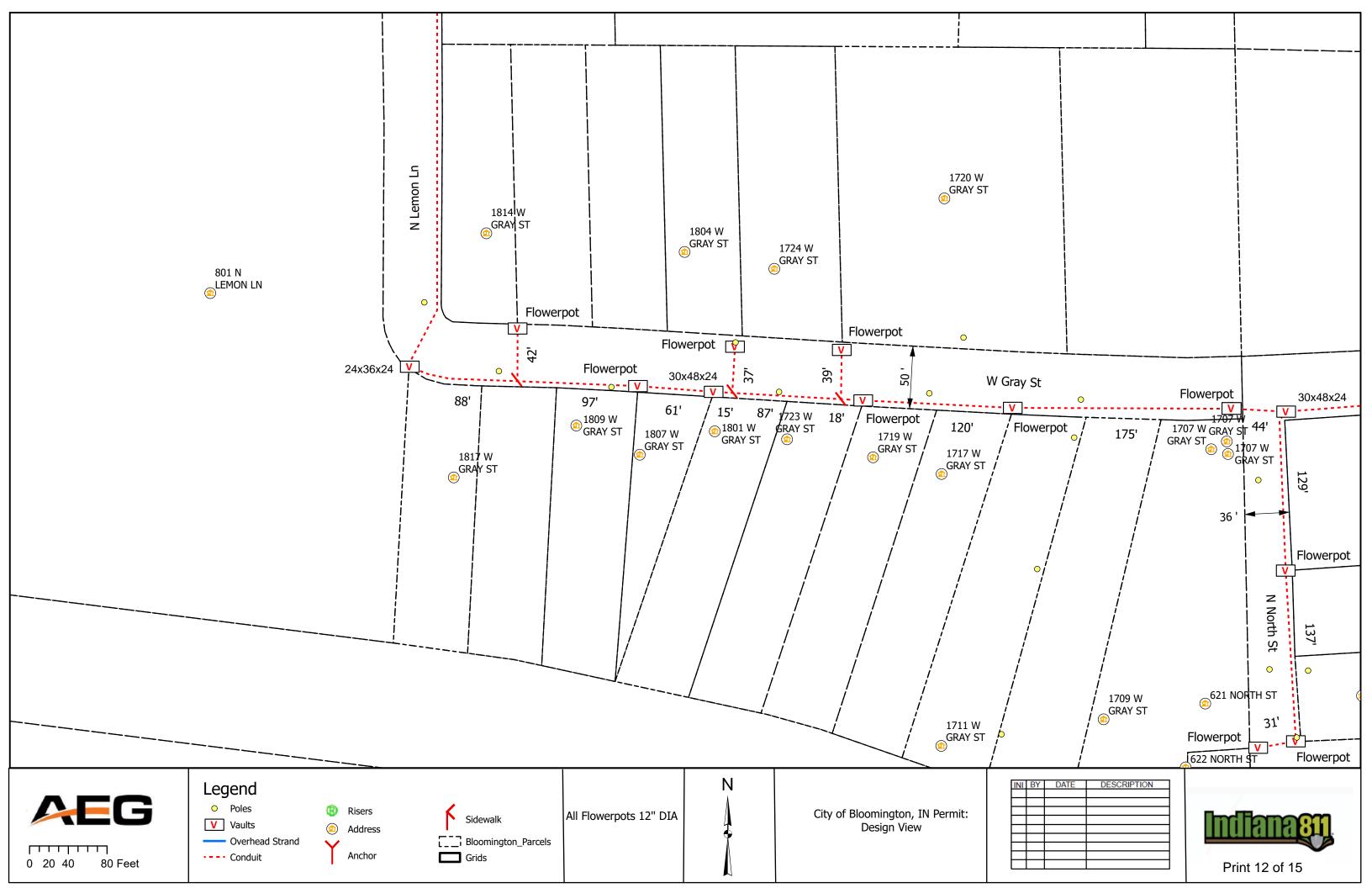


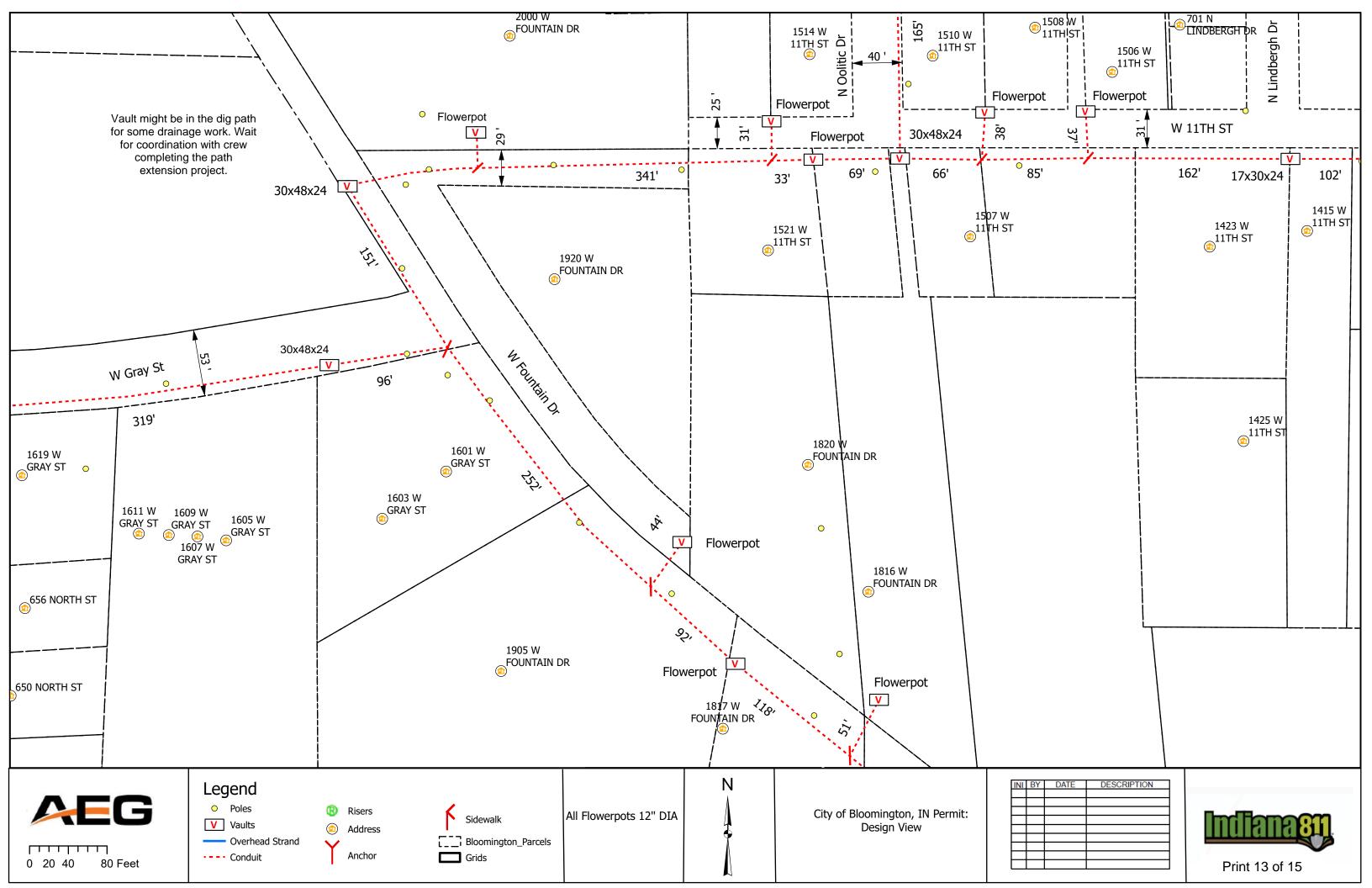


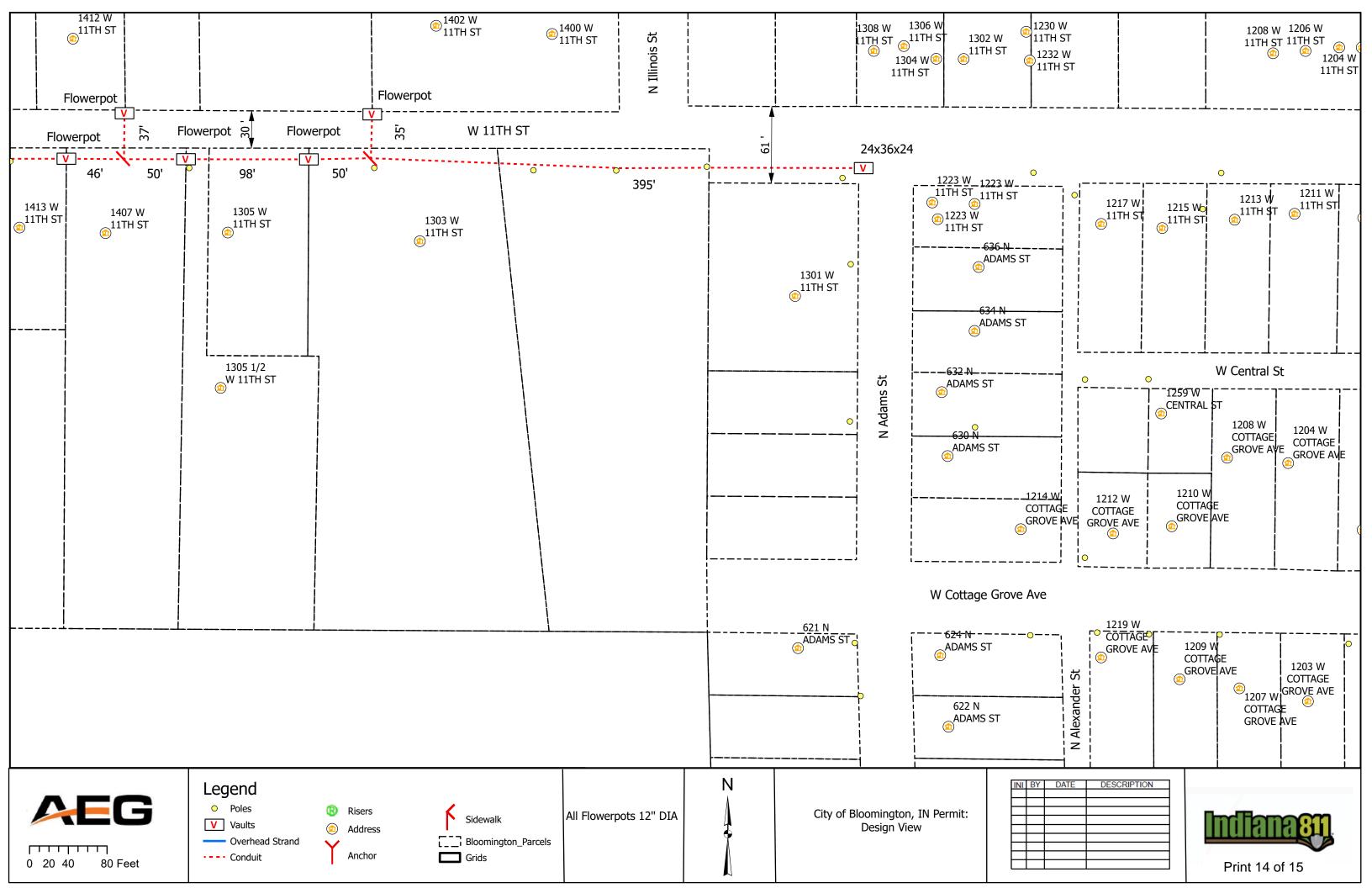


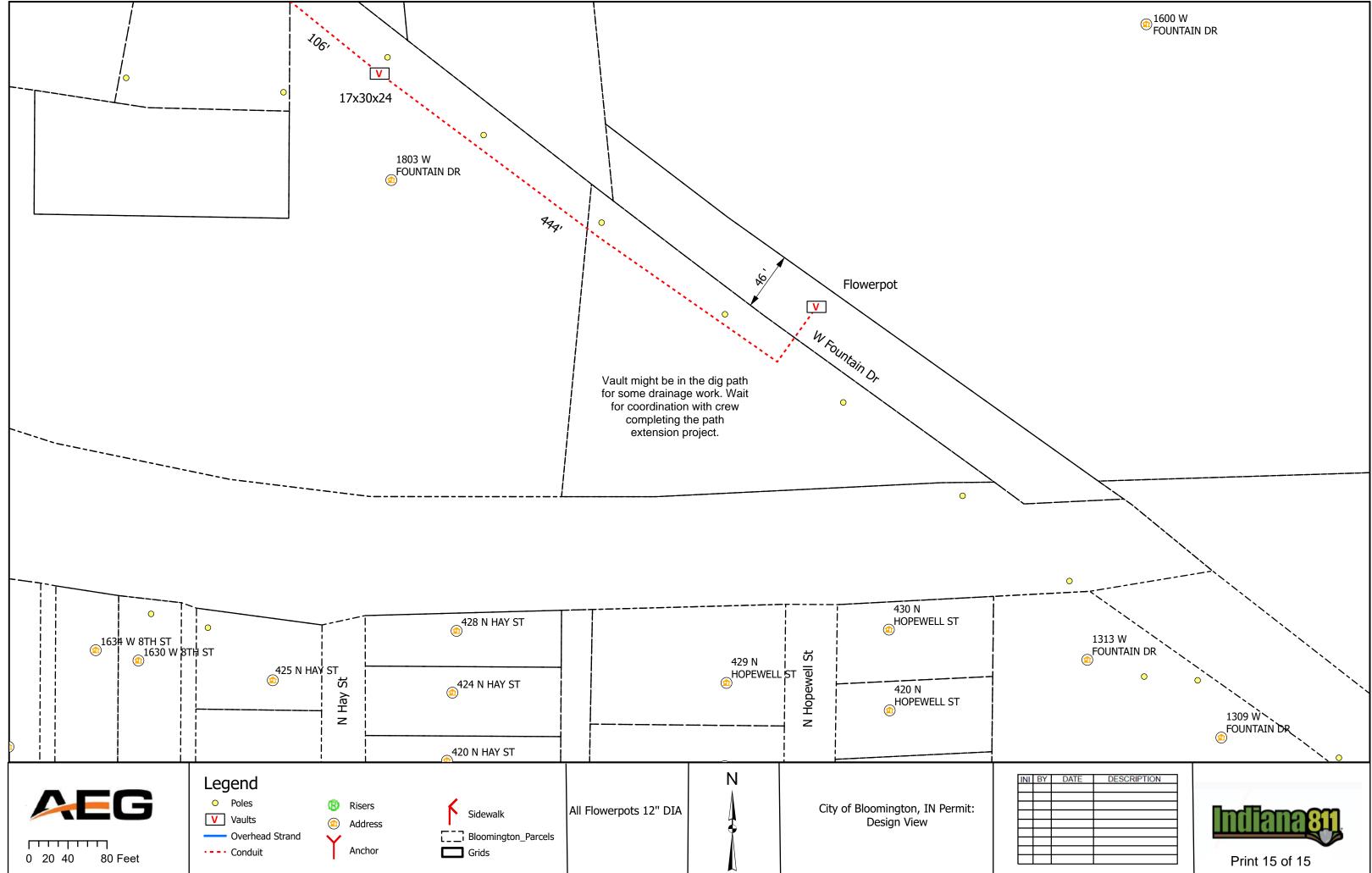




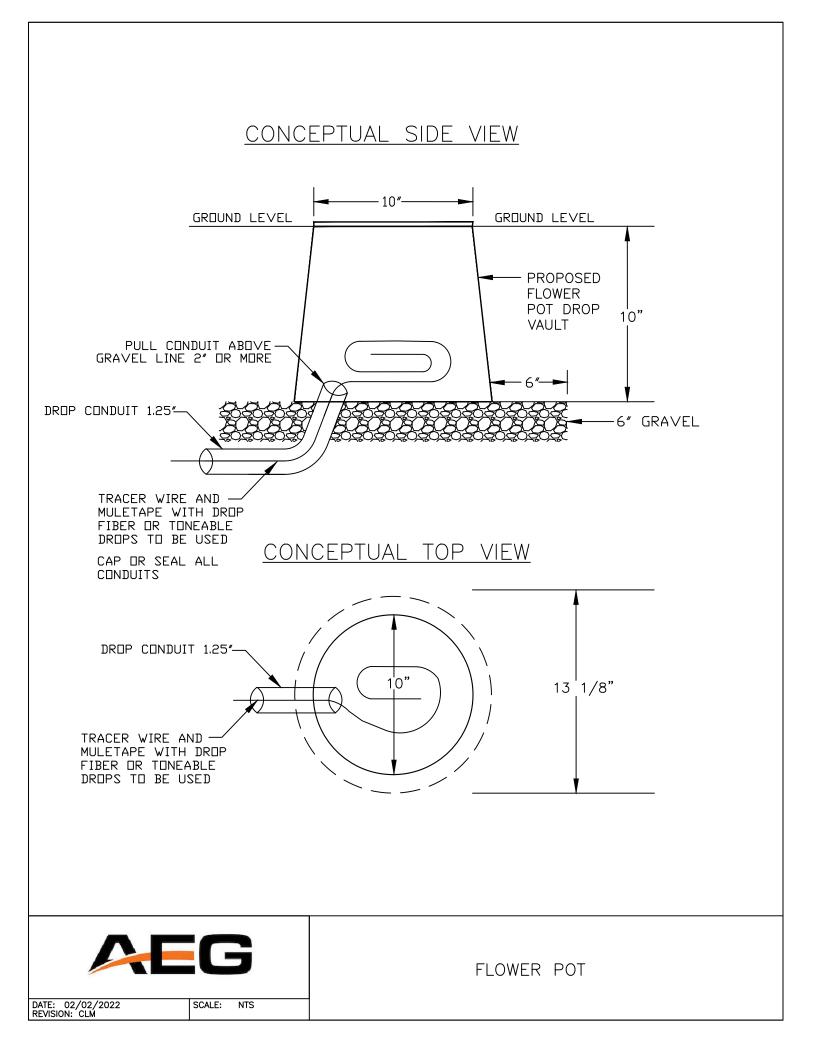




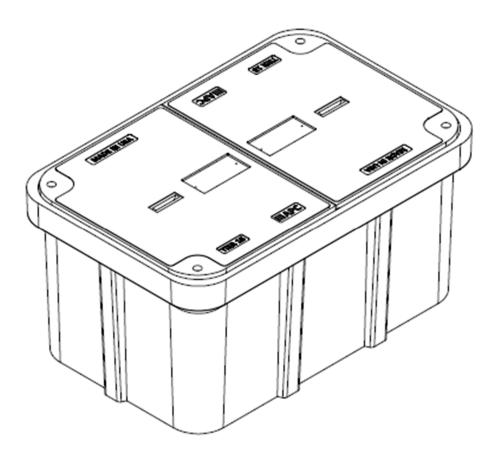












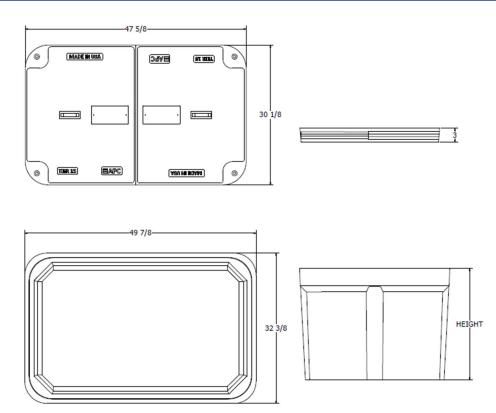
Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit – TIER 15	30"×48"×18"	Tier 15	P304818HU15	460 lbs.
PC Unit – TIER 22	30"×48"×18"	Tier 22	P304818HU22	525 lbs.
PC Unit – TIER 15	30"×48"×24"	Tier 15	P304824HU15	510 lbs.
PC Unit – TIER 22	30"×48"×24"	Tier 22	P304824HU22	575 lbs.
PC Unit – TIER 15	30"×48"×36"	Tier 15	P304836HU15	615 lbs.
PC Unit – TIER 22	30"×48"×36"	Tier 22	P304836HU22	680 lbs.



18", 24", and 36" HEIGHT



## AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	30"×48"×18"	Tier 22	P304818B22	185 lbs.
Replacement Box	30"×48"×24"	Tier 22	P304824B22	235 lbs.
Replacement Box	30"×48"×36"	Tier 22	P304836B22	340 lbs.
Replacement Lids – T15	30"x48" (half)	Tier 15	Various	150 lbs.
Replacement Lids – T22	30"x48" (half)	Tier 22	Various	170 lbs.

Hex H	lead
-------	------



<u>Bolt options</u>



Penta Head



Auger Thread

Machine Thread



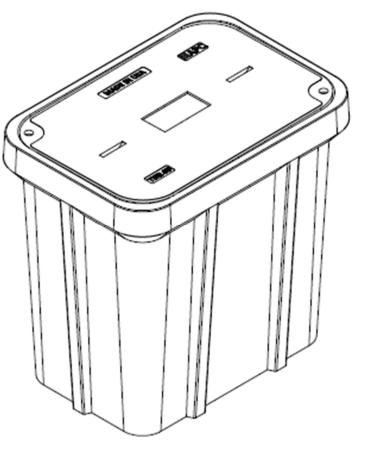




www.apcunderground.com

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

Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit – TIER 15	24x36 <b>"</b> x18"	Tier 15	P243618U15	335 lbs.
PC Unit – TIER 22	24x36 <b>"</b> x18"	Tier 22	P243618U22	355 lbs.
PC Unit – TIER 15	24x36 <b>"</b> x24"	Tier 15	P243624U15	365 lbs.
PC Unit – TIER 22	24x36 <b>"</b> x24"	Tier 22	P243624U22	385 lbs.
PC Unit – TIER 15	24x36 <b>"</b> x30"	Tier 15	P243630U15	395 lbs.
PC Unit – TIER 22	24x36 <b>"</b> x30"	Tier 22	P243630U22	415 lbs.
PC Unit – TIER 15	24x36"x36"	Tier 15	P243636U15	425 lbs.
	$\bigcirc$ $\land$ $\lor$ $\neg$ $\bigcirc$ $\bigcirc$ $?$	T:		

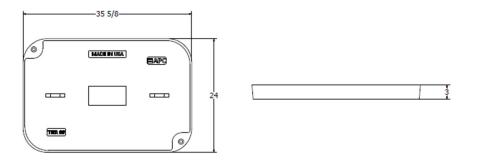


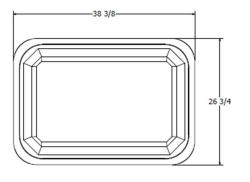
# AMERICAN POLYMER COMPANY

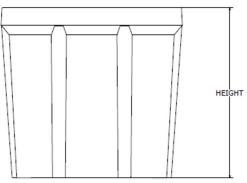
24"x36" PC UNIT, TIER 15/22 18", 24", 30", and 36" HEIGHT











Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	24"×36"×18"	Tier 22	P243618B22	165 lbs.
Replacement Box	24"×36"×24"	Tier 22	P243624B22	195 lbs.
Replacement Box	24"×36"×30"	Tier 22	P243630B22	225 lbs.
Replacement Box	24"×36"×36"	Tier 22	P243636B22	255 lbs.
Replacement Lids - T15	24"×36"	Tier 15	Various	170 lbs.
Replacement Lids - T22	24 <b>"</b> ×36"	Tier 22	Various	190 lbs.

### <u>Bolt options</u>





Penta Head



Machine Thread



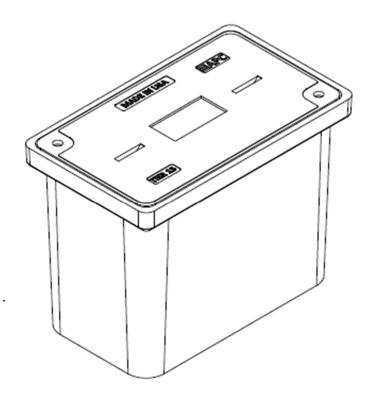






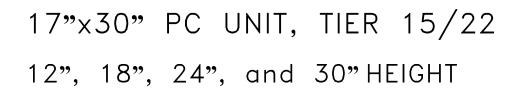
www.apcunderground.com



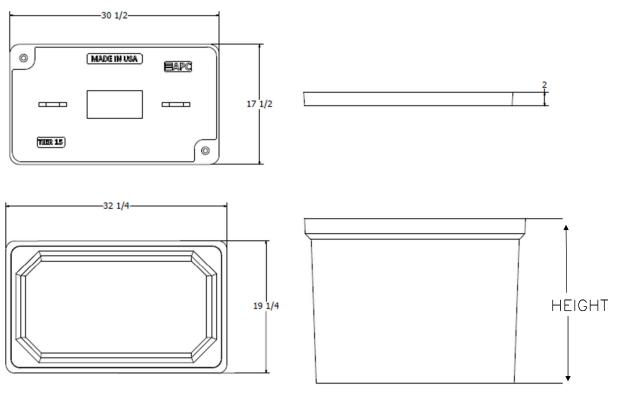


Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit – TIER 15	17"x30"x12"	Tier 15	P173012U15	138 lbs.
PC Unit – TIER 22	17"x30"x12"	Tier 22	P173012U22	147 lbs.
PC Unit – TIER 15	17"x30"x18"	Tier 15	P173018U15	172 lbs.
PC Unit – TIER 22	17"x30"x18"	Tier 22	P173018U22	181 lbs.
PC Unit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









Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	17"x30"X12"	Tier 22	P173012B22	66 lbs.
Replacement Box	17"x30"X18"	Tier 22	P173018B22	100 lbs.
Replacement Box	17"×30"×24"	Tier 22	P173024B22	120 lbs.
Replacement Box	17"×30"×30"	Tier 22	P173030B22	145 lbs.
Replacement Lids - T15	17"×30"	Tier 15	Various	72 lbs.
Replacement Lids - T22	17"×30"	Tier 22	Various	81 lbs.

Hex Head



<u>Bolt options</u>



Penta Head

 $\frown$ 

Auger Thread

Machine Thread

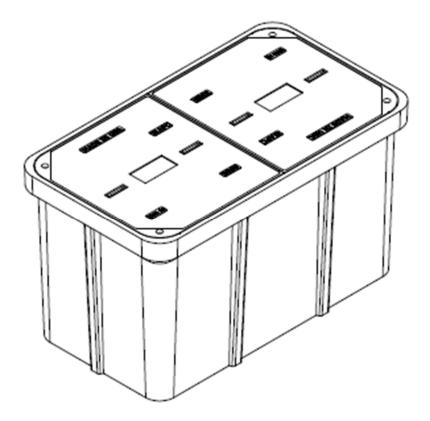




# 36" HEIGHT



AMERICAN POLYMER COMPANY



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

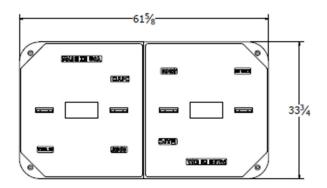


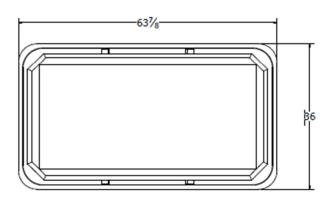
### 36" HEIGHT

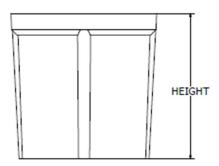


# AMERICAN POLYMER COMPANY

3







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.

### <u>Bolt options</u>





Machine Thread



Penta Head



Auger Thread

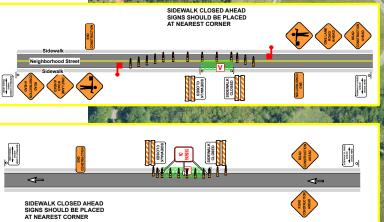


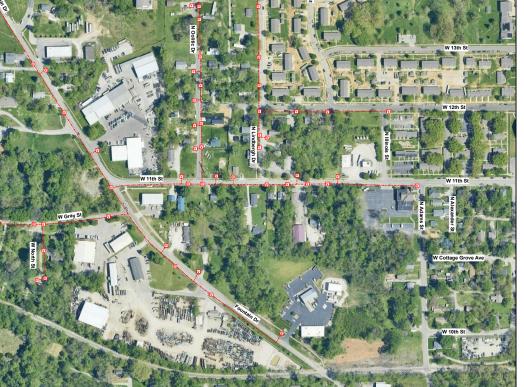


www.apcunderground.com

Speed (MPH) Prior To Road Work 0-35 40-45 50-55 60-70	Spacing Chai SIGN SPAC Non-Divided Highways 200 350 500 SA-1000, SB-15	CING, FT. Divided Highways 200 500 1000	BUFFER SPACE, FT. Length 250 360 495	Shoulder	ER H, FT.	CHA SP. Through	ANNELIZING ACING, FT.	APPROVED/ACCEPTED BY: ENGINEER, OWNER, or PRIME CONTRACTOR Check for Notice to Proceed.	Road Runner	Date: 12/12/2023 Project: BLN01b-F13_N Crescent Rd TCP:         : 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.
	Urban Low Spe	eed - 100 FT						Company:		
Urban Low Speed - 100 FT       Company:         Legend       Channelizer         Conduit       Flagger (Person)         Sign       V vault         Work Area       Work Area						and the second sec	W Vernal Pike	Continues into BLN01b-F12_WT01s1	W 17th St.	

# Figger setup to be used on residential 2 lane streets. No parking setup to be used on one way streets, N Lindbergh Dr







### Board of Public Works Staff Report

Project/Event:	Clear Creek Culvert Reconstruction
Staff Representative:	Kyle Baugh
Petitioner/Representative:	Jane Fleig (CBU Utilities Engineer), Thomas Gott (Milestone Contractors Project Manager)
Date:	January 30 <sup>th</sup> , 2024

**Report:** Milestone Contractors is requesting lane, sidewalk, alley, and road closures on S Dunn, S Indiana, the east/west alley behind the Von Lee to support construction activities for the Clear Creek Culvert Reconstruction. The closures will vary over five phases with lane and sidewalk closures on S Dunn and S Indiana during phases 1-4 and phase 5 moving to a closure on S Indiana with a detour to S Grant. The Temporary traffic control would be in place from Late January to mid-August. Milestone Contractors has supplied maintenance of traffic plans for all work.



### **CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION**

ROW EXCAVATION TROW USE

ADDRESS OF ROW ACTIVITY: DUNN ST to INDIANA AVE

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

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

A. APPLICANT/AGENT INFORMATION:	D. TRAFFIC CONTROL DEVICES*:
APPLICANT NAME: THOMAS GOTT	CONES Z ARROWBOARD
E MAIL. THOMAS.GOTT@MILESTONELP.COM	LIGHTED BARRELS I TYPE 3 BARRICADES
MILESTONE CONTRACTORS	FLAGGERS D BPD OFFICER
ADDRESS: 4755 W ARLINGTON RD	*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT)PLAN IS YOUR RESPONSIBILITY AND REQUIRED
CITY, STATE, ZIP: BLOOMINGTON, IN, 47403	MAINTENANCE OF TRAFFIC (MOT)PLAN IS YOUR RESPONSIBILITY AND REQUIRED See page 3 for additional MOT resources; the graph paper can be used for your MOT
24-HR EMERGENCY CONTACT NAME: THOMAS GOTT	site plan if needed or you can submit a separate sheet E. METERED PARKING SPACES NEEDED: DY DN
812 - 318 - 5546	E. METERED PARKING SPACES NEEDED. IT
INSURANCE #*: COMPANY:	APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/
BOND#*: COMPANY:	moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436
* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED	F. IS THIS A CBU* COUNTY* IIU* NP* PROJECT?
<b>**SUBCONTRACTOR INFORMATION**</b>	PROJECT NAME: CLEAR CREEK TUNNEL
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)	PROJECT #:
COMPANY NAME:	PROJECT MGR.: THOMAS GOTT
B. WORK DESCRIPTION:	PROJECT MGR.#: 812-318-5546
□ POD/DUMPSTER □ CRANE □ SCAFFOLDING □ CONSTRUCTION USE*	*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY
(EXPLAIN):	G. EXCAVATIONS:
*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND	SQ FT OF PAVEMENT* EXCAVATIONS : 9,000 SE
C. RIGHT OF WAY TO BE USED/CLOSED:	*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS
STREET NAME 1: UNNAMED ALLEY BEHIND VON LEE	SQ FT OF NON-PAVEMENT* EXCAVATIONS:
1ST INTERSECTING STREET NAME:	*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE
2ND INTERSECTING STREET NAME: DUNN ST	LINEAL FT OF BORE*:
ROAD CLOSURE LANE CLOSURE 1 2 3 1	# OF POLE INSTALLATIONS/REMOVAL:
□ SIDEWALK* □ BIKE LANE □ OTHER	SQ FT OF SIDEWALK RECONSTRUCTION*: 1,000
TRANSIT STOP? TY IN PARKING LANE(S)** TY IN N ** NON-METERED	*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED
START DATE: 1/15/2 4END DATE: 5/7/24 # OF DAYS*:	SQ FT OF SIDEWALK NEW CONSTRUCTION*: 1,000
	*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE
STREET NAME 2:INDIANA AVE	#RESIDENTIAL DRIVEWAY INSTALLATION:
1ST INTERSECTING STREET NAME: KIRKWOOD	TO SUBMIT A LOCATE REQUEST 24 HRS A DAY,
2ND INTERSECTING STREET NAME: 6TH STREET	7 DAYS A WEEK CALL 811 OR 800-382-5544
🖬 ROAD CLOSURE 🗖 LANE CLOSURE 1 🗖 2 🗖 3 🗖	Know what's below. Call below you dig.
SIDEWALK* DBIKE LANE OTHER	H. INDEMNIFICATION AGREEMENT:
TRANSIT STOP? $\Box$ Y $\Box$ N PARKING LANE(S)** $\Box$ Y $\Box$ N "NON-METERED	The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the
START DATE: <u>5/8/24</u> END DATE: <u>8/1/24</u> # OF DAYS*:	City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW	person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors,
	or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM	I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE
STANDARD CLOSURE HOURS 🖬 *NON-STANDARD CLOSURE HOURS 🗖 REQUESTED CLOSURE HOURS: AM PM	FOREGOING REPRESENTATIONS ARE TRUE.
*non-standard hours may not be allowed near schools, on arterials, or other	PRINT NAME: SIGNATURE: Tommy Gott Strengthered to and the second strengthered stre
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	
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the hoise ordinance (7AM to 9PM for pneumatic hammers)	DATE:

For Administration Use Only (applicable to CLOSURE approval)

Approved By: \_\_\_\_\_ BPW Gity Engineer Director Date:\_\_\_\_

Staff Representative: \_\_\_\_\_ Phone#: \_\_\_\_\_ Date:\_\_\_\_

VERSION 3/10/2021

# **Clear Creek Tunnel**

### 10/24/2023

								202	23			1															20	124														
Line	e Name	Duration	Start	Finish	October		Novembe		L	Dec	cember			Jä	anuary		Ì		February		1		March		I		Apr					Мау		1	Ju	une		1		July		
	Name	Duration	Start	1 111311	30	6	13 12	0 2	7 4	11	18	25	1	8	15 22	2 29	5	12	2 19	26	4	11	18	25	1	8	15	22	29	16	13	20	27	3	And the second second	17	24	1			22	29
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1	Bid	1d	10/26/2023 *	10/26/2023													-								_						_			_								1
2	NTP	14d	10/27/2023	11/15/2023	2																			-								_			1							
3	Ph 1 MOT & Sanitary	11d 4h	1/8/2024	1/23/2024								1//	/3																						1							H
4	Construction Sign	1d	1/8/2024 *	1/8/2024					!				14				T				1														1			-				1
5	Temp Drive Construction	2d	1/9/2024	1/10/2024	1				I					5			i				1											1			1							1
6	Temp Construction Fence	1d	1/11/2024	1/11/2024					i				$\langle \rangle \rangle$	6			1				:																					
7	Pothole Utilities	1d	1/12/2024	1/12/2024	:				:		1	111	11	7			:																								-	
8	Sanitary	6d	1/15/2024	1/22/2024								11		8																					1							F
9	Temp Patch Indiana	4h	1/23/2024	1/23/2024											9		1				!		1	1										1	1						********	
10	Phase 2	31d	1/23/2024	3/6/2024	1				1				11		10		++-					1										1										
11	Move Fence	1d	1/23/2024	1/24/2024					i			11	111		11		1				i														1							F
12	Pump Around	1d	1/24/2024	1/25/2024					:			///			12	2																			1							
13	Demo/Excavation/Rock	5d	1/25/2024	2/1/2024								11	11		:	2					-				_																	
14	Stone Base Prep	2d	2/1/2024	2/5/2024								111					4				!													-	1							
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16	F/W/P Walls	4d	2/8/2024	2/14/2024					1									.6																								
17	F/W/P Top	4d	2/14/2024	2/20/2024								///					:	17	7																							
18	Concrete Prep	4d	2/20/2024	2/26/2024								11					-		18																							F!
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21	Concrete Sidewalk	2d	2/28/2024	3/1/2024					i											21					_	_							_									F
22	Concrete Ramps	1d	3/1/2024	3/4/2024					-			11	///				-				22		-						1					-								
23	Concrete Drive	1d	3/4/2024	3/5/2024								111									23																					
24	Electrical	3d	2/20/2024	2/23/2024					!				$\square$				!		24		T							-	1													
25	Stone Base	2d	2/28/2024	3/1/2024	1				I			11	$\square$				1			25						1014 (27.0) (40.0)			1													Ti
26	Topsoil	2d	3/1/2024	3/5/2024									$\square$				1				26								i													
27	Asphalt Base	1d	3/5/2024	and the second se									$\square$				:				27																					
28	Phase 3	23d	3/6/2024	4/8/2024																	28																					
29	Move Fence	1d	3/6/2024	3/7/2024									$\square$				1				29	8						1														
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37	Concrete Sidewalk	1d	3/29/2024	4/1/2024								111										1			37																	
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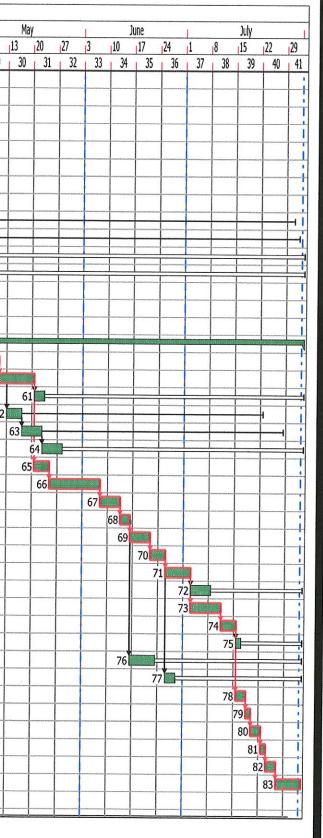


# **Clear Creek Tunnel**

### 10/24/2023

									20	23				1																2024				
Line	Name	Duration	Start	Finish	Octobe			ovember			D	ecember		1		Ja	inuary		1		Febru	ary		1	Ма	rch		1		April		T		
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40	Phone 4	00.1	41010004	FICIOSO		2	3	4	5	6	7 8	8 9		0	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	1
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and the second	Demo/Excavation/Rock	1d	4/8/2024			++									1						ļ							44	1					
	Stone Base Prep	5d	state and the second of the second se	4/16/2024									-1/	44	4													4	45	<b>P</b>				_
46	Set Box	2d	The second s	4/18/2024 4/24/2024		++								X	A														4	16		1		
	Storm	4d 1d	AN OTHER DOCTOR OF THE OWNER	CONTRACTOR OF A DESCRIPTION OF A DESCRIP						<u> </u>				1	1			-							ļ				ļ!	47	and so and so and so and so and so and so and so and so and so and so and so and so and so and so and so and so	Li		
48 49	Concrete Prep	3d	4/24/2024 4/25/2024			1				-i -				44	4	-+													ļ'		48			
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51	Concrete Curb	3d	4/25/2024	and where all the second states in second states	$\left  - \right $	+							-11	4	1														ļ			50	-	1
52	Concrete Sidewalk	1d	4/30/2024	NAMES OF A DESCRIPTIONO		+							-11	44	A																51		-	+
53	Concrete Drives	1d	5/1/2024											$\mathcal{N}$	1												-				5	2	-	+
54	Electrical	3d	And and a second	4/30/2024		++				-+			-11	$\mathcal{M}$				*******					i								-	53	-	芉
55	Stone Base	2d	5/2/2024			i				-i-				44	1																54	55	_	Ŧ
	Topsoil	1d	5/6/2024	5/7/2024									1	X		$\rightarrow$																	-	+
57	Asphalt Base	1d	5/7/2024			+								H	A																	56	1	+
	Phase 5 Indiana	61d	AND A DESCRIPTION OF A	8/1/2024		+ +								H	1																$\left  - \right $		57	
59	Move Fence- INDIANA	1d	5/8/2024	STATUTE AND ADDRESS OF TAXABLE ADDRESS						-!				X	1	-+													$\vdash$				58 59	Ŧ
60	Demo/Excavation/Rock	7d		5/20/2024		1								H															$\left  - \right $				60	-
61	Stone Base Prep	2d	5/20/2024			it				i			1	X	1				-					+									00	T
62	F/P/W Floor	3d	THE REAL PROPERTY AND ADDRESS OF THE PROPERTY AND ADDRESS OF THE PROPERTY ADDR	states where the state of the state is a state in the												-			-													_	62	1
63	F/W/P Walls	4d	5/16/2024	Non-to- Contractor Contractor Statements				-					1	X	1				-													-	02	6
64	F/W/P Top	4d	5/22/2024	5/27/2024						-			1		1	-															-+			T
65	Waterline	3d	5/20/2024	5/23/2024						!				X	1	1			-				1								-+	-1-		+
66	Sanitary	10d	5/23/2024	6/6/2024		1				1			1	X	1				i				i			eren senere sente						+		+
67	Set Box	4d	6/6/2024	6/12/2024		i				i		1	1		1																			t
68	Storm	2d	6/12/2024	6/14/2024						1			11	X	1																			t
69	Concrete Prep	4d	6/14/2024	6/20/2024									1		1				1															$\dagger$
70	Backfill Box	3d	6/20/2024	6/25/2024									11	N)	1)																	1		t
71	Headwall	5d	6/25/2024							1			11	X	1				I				İ	1								i		t
72	Stream Restoration	4d	and some and and the designed of the first state of the second sta	7/8/2024		i				i													1											T
73	Concrete Curb	6d	which are prevented and and an other preventer in the later of the	7/10/2024						·			11	XI									1											T
74	Concrete Sidewalk & Ramp	3d	7/10/2024	and a least of the local data in the local data									11																					T
75	Concrete Drives	1d	7/15/2024	and interest of party of the second strategy and so as						!				XI																				T
76	Electrical	5d		Completion & Lotted by preparation and the second sec										XI																		1	AT BALANCE AND	Γ
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and the second	Topsoil	2d		and the local data in the second second second second second second second second second second second second s																												1		
A TOTAL BOOM DO	Asphalt Milling	1d	7/17/2024	And the second of function and a second house the									1	X	4								-											
80	Asphalt Base	2d	7/18/2024										1	XI	1				_															L
81	Pavement Markings	1d											1		1																			L
-	Plantings	2d											-11	X	2				!				1									1		
83	Clean up	5d	7/25/2024	8/1/2024									1	X	1								i									1		
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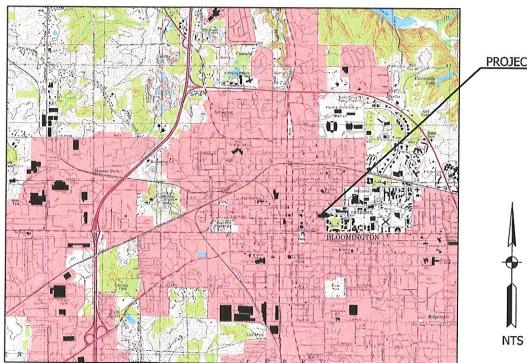




# CITY OF BLOOMINGTON DEPARTMENT OF UTILITIES



# CLEAR CREEK CULVERT RECONSTRUCTION DUNN STREET TO INDIANA AVENUE





8720 Castle Creck Pkwy. East Drive, Suite 400 Indianapolis, IN 46250 https://eticagroup.com

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31	ETICA GROUP, INC.	PLANS PREPARED BY:
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	00	APPROVED FOR LETTING:
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PROJECT LOCATION

CLEAR CREEK CULVERT RECONSTRUCTION

CURRENT EDITIONS OF CONSTRUCTION
SPECIFICATIONS FOR CITY OF BLOOMINGTON UTILITIES,
WASTEWATER, WATER AND STORM PROJECTS, AND
INDIANA DEPARTMENT OF TRANSPORTATION STANDARD
SPECIFICATIONS TO BE USED WITH THESE PLANS.

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	_	SHEETS	
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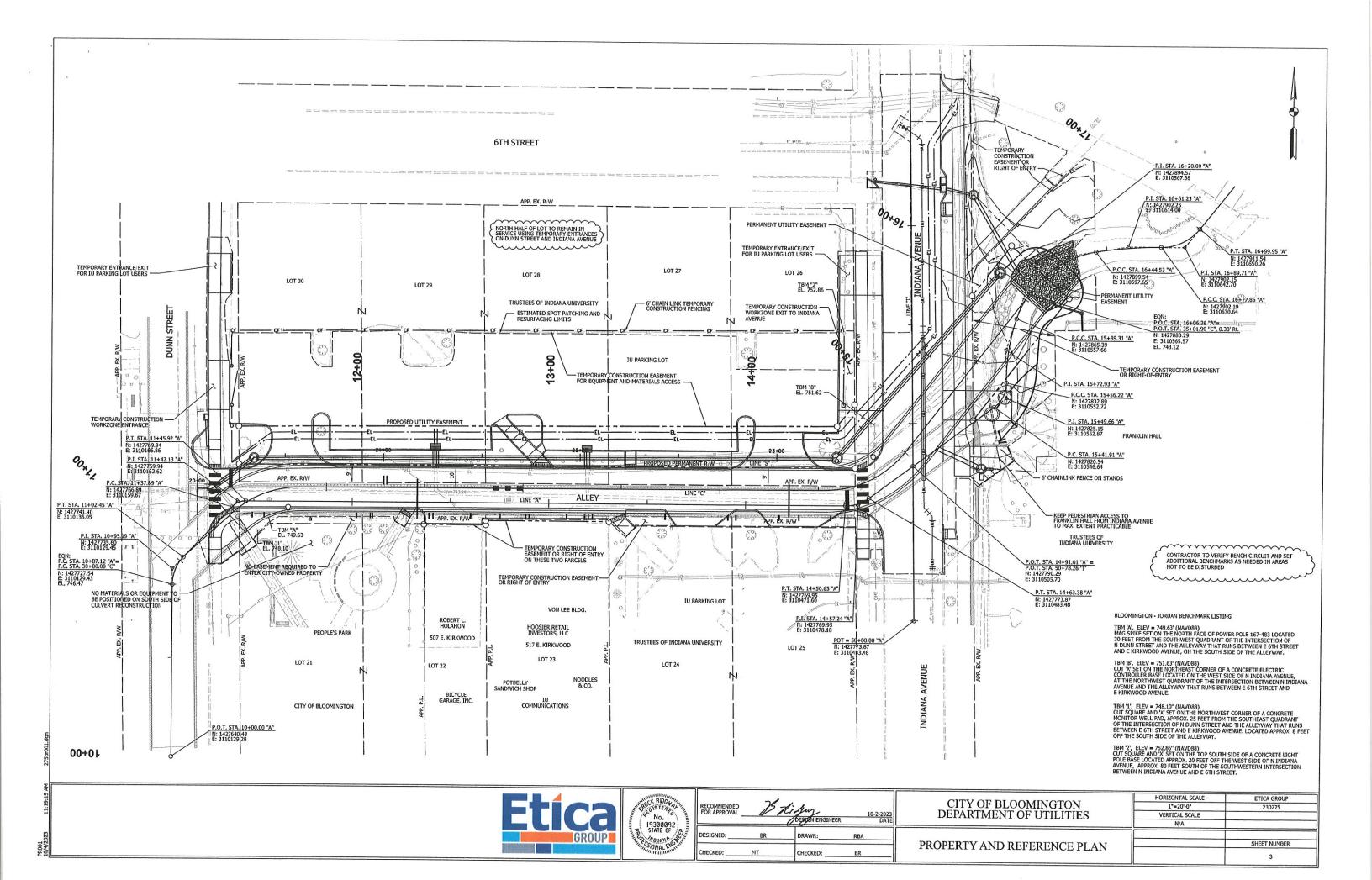
	UTILITIES			GENERAL NOTES			INDEX
L <u>E TELEVISION</u> CAST	STORM/SANITARY/WATER <u>TELEPHONE/COMMUNI</u> CITY OF BLOOMINGTON UTILITIES AT & T	ICATIONS (CONT.)	ALL REMOVAL AND EXCAVATION ITEMS	ARE TO BE PAID AS CLEARING,		SHEET NO.	DRAWINGS INDEX
I:RICHARD MILLER SOUTH HENDERSON ST. MINGTON, IN 47401	ATTNIJANE FLEIG PRIMARYIJAMES OWEI . 600 E. MILLER DRIVE (765) 341-0201	NS	ALL RADII ARE TO BACK OF CURB LINE			1	TITLE SHEET
945-2670 rd_miller30comcost.com	BLOOMINGTON, IN 47401 4577 INDIANA BELL CC (812) 349-3631 BLOOMINGTON, IN 4740 flelg Jebbomingtoningon Jo3792xeatt.com		USE OF INDOT STANDARD SPECIFICATI MATERIALS AND WORKMANSHIP OF THE SPECIFICATIONS.	IONS, UNLESS OTHERWISE PROVIDED IN THESE PLANS OR THE TECHNICAL SPECIFICATIONS, WORK SHALL BE AS REQUIRED BY THE CURRENT EDITION OF THE INDOT STANDARD		2	GENERAL NOTES / UTILITIES / INDEX / LEGEND
ERPOINT ENERGY	24-HOUR OPERATOR (8)2) 339-1444	<del><!--</del--></del>		EQUIPMENT SHALL BE STORED IN A LOCATION OR MANNER WHICH PRESENTS A HAZARD TO HE SAFEGUARD OF MATERIALS REMANNING IN THESE AREAS IS THE SOLE RESPONSIBILITY OF		3	PROPERTY AND REFERENCE PLAN
ARIEL THOMAS	TELEPHONE/COMMUNICATIONS - 1600 W. TEMPERANCE US SIONAL - ELETTSVILLE, IN 474 ATTN:KELSEY KRUSSELL - 10(2) 935 2262			<u>SPECIFICATIONS AND STANDARD SPECIFICATIONS.</u> THE CONTRACT DOCUMENTS WHICH INTENDED TO BE COMPLEMENTARY AND TO DESCRIBE AND PROVIDE FOR COMPLETE WORK, BINDING AS THOUGH OCCURRING IN ALL.IN CASE OF DISCREPANCY. THE FOLLOWING ORDER		4	DEMOLITION AND EROSION CONTROL PLAN
30-4018 omos@centerpoint.com	-201 IONIA AVENUE SW - Josbrynlarskiesmithville GRAND RAPIDS, MI 49503		LOONSTRUCTION AGREEMENT			5 - 9	PHASING AND MAINTENANCE OF TRAFFIC
ERVICE RELOCATIONS	kkrussell@lknsnel CITY OF BLOOMINGTON ATTN: JOE VANDEVEN	N STREET DEPARTMENT TER	2.INSTRUCTIONS TO BIDDERS, 3.SUPPLEMENTARY GENERAL CONDITION: 4.PERMITS ISSUED BY FED/STATE/LOC 5.TECHNOL SCOLOGICAL STATE/LOC	S. AL AGENCIES		10 - 11	CULVERT PLAN AND PROFILES
	LUNEN 1981 S. HEIDERSON ST TFORMERLY LEVEL 3 AND OTE BLOOMINGTON, IN 4740 -AND CENTURYLINK) (812) 349-3448		5.TECHNICAL SPECIFICATIONS, 6.GENERAL CONDITIONS, 7.PROJECT DRAWINGS, 8.CONSCRIPTION SPECIFICATIONS, COD			12	WATERMAIN PLAN AND PROFILES
NGTON DIGITAL UNDERG WICHAEL CRUMP CPT.CITY HALL	GROUND ATTHLOOBDY WALTERS vandevej@bloomIngtonJn 4625 WEST 06TH STREET 1HDHAHAPOLIS, IN 46260 ZAVO	n.gov		CITY OF BLOOMINGTON UTILITIES. WASTEWATER, WATER, AND STORM PROJECTS (CURRENT EDITION), SHED BY THE INDIANA DEPARTMENT OF TRANSPORTATION, CURRENT EDITION,		/3	SANITARY SEWER PLAN AND PROFILES
IORTON ST. 150 NGTON, IN 47404	-1440)-444-3529	<del>DRNE-</del>	<u>PRESENCE OF UTILITIES;</u> EXISTING UTI LOCATOR'S MARKINGS, AND PHYSICAL EV DETERMINED BY CONTRACTOR.	IJTIES THAT ARE SHOWN ON PLANS ARE APPROXIMATED IN ACCORDANCE WITH AVAILABLE RECORDS, IDENCE.OTHER UTILITIES MAY ALSO BE PRESENT.EXACT LOCATIONS AND ELEVATIONS ARE TO BE		14 - 15	GENERAL CIVIL DETAILS
49-3485 Lorump@bloomington.in.gov	INDIANA UNIVERSITY FACILITIES INDIANAPOLIS, IN 462 INCLUDING SANITARY SEWER SYSTEM WaylonAlggInsezoyocom ATTN: SCOT OSBORN		UTILITY LOCATIONS: CONTRACTOR IS RED WORKING DAYS PRIOR TO COMMENCING / NOT BE SUBSCRIBERS AND MUST RE	NURED BY LAW TO NOTIFY INDIANA UNDERGROUND LOCATION SERVICE AT LEAST TWO MY EXCAVATION WORK.CONTACT NUMBER IS BILOTHER LOCAL UTILITIES MAY CONTACTED INDVIDUALLY FOR LOCATE REQUESTS.		16 - 17	RESTORATION AND GRADING PLANS
<u>RIC</u> (DISTRIBUTION) JUSTIN WOLFORD	INTINSCU OSDONN IBI2I 856-2789 INDIANA UNIVERSITY E scosbornaluedu ATTN: ROB DECKARD	ELECTRICAL		SPECIFIED IN THE CONTRACT DOCUMENTS AND OTHER WORK WHICH MAY BE INCIDENTAL SIDERED TO BE INCLUDED IN THE TOTAL CONTRACT LUMP SUM PRICE.		18 - 19	PLANTING PLANS
iOSTIN WOLFORD 10-1026 volford@@duke-energy.com	deskard@indlana.edu LYNN VORNHEDER givornhe@indlana.edu		STAKING: CONTRACTOR SHALL BE RESPO			20 - 30	STRUCTURAL DETAILS
T LIGHTING CRAIG BARKER	*		TEMPORARY BUSINESS ACCESS SIGNSI I THE CONTRACTOR SHALL PREPARE A S	IF REQUIRED BY A LOCAL BUSINESS FOR WHICH ACCESS HAS BEEN CHANGED DUE TO THE CONSTRUCTION SIGN MEETING THE APPROVAL OF THE BUSINESS OWNER THE SIGN SHALL BE OF STANDARD MATERIALS. LI CONSTRUCTION SIGN STANDARD.THE MAXIMUM SIZE OF ANY SIGN SHALL BE 20 SO.FT.IN AREA THE SI NG AS THE BUSINESS ACCESS IS AFFECTED.THE SIGN SHALL ONLY BE USED TO ASSIST THE GENERAL SUFFEC		31 - 32	LIFT STATION DETAILS
52-3743	1 STRIKE THRU INDICATES UTILITY NOT BELIEVED TO BE	PRESENT	SHALL ONLY BE MAINTAINED FOR AS LO PUBLIC IN GAINING ACCESS TO THE BU	L CURSTRUCTION SIGN STANDARD. THE MAXIMUM SIZE OF ANY SIGN SHALL BE 20 SO.FT. IN AREA. THE SI NG AS THE BUSINESS ACCESS IS AFFECTED. THE SIGN SHALL ONLY BE USED TO ASSIST THE GENERAL SINESS.	SN .	33 - 34	ELECTRICAL DETAILS
		]	CONNECTION OF EXISTING DRAIN PIPES	TO NEW BOX CULVERT, CONTRACTOR IS REQUIRED TO RECONNECT ALL PIPES WHICH ARE FOUND TO BE NESS OF SIZE OR CONDITION, ONLY PIPES WHICH ARE SPECIFICALLY CALLED OUT FOR REMOVAL ARE EXEL L BE MADE OUTSIDE OF THE NEW BOX CULVERT WALL IN ACCORDANCE WITH THE CONSTRUCTION SPECIFI ANS SILAL DRAW PIPES ARE GENERALLY OF SUPERIOR OF CONTRACTOR SPECIFICALLY CALLED OUT FOR REMOVAL ARE EXEL	DRAINING IPT FROM	35	STRUCTURE DATA TABLE
	REVISIONS		UNLESS OTHERWISE SHOWN ON THE PL	L BE MADE OUTSIDE OF THE NEW BOX CULVERT WALL IN ACCORDANCE WITH THE CONSTRUCTION SPECIFI LANS, SMALL DRAIN PIPES ARE GENERALLY NOT SHOWN ON THE PLANS, BUT MUST BE CONNECTED,	CATIONS,	36 - 42	CULVERT CROSS SECTIONS
		DEBI 07 (812) 33. BICYCLE	GARAGE, INC				
		DEBI 07 (812) 33 BICYCLE ATTN: BL (812) 33	ERAN 2-9575 GARAGE, INC B. HOLDHAN				
NERAL LE ROPOSED	EGEND (EXISTING SCREENED, IN BOLD)	DEBI 07 (8/2) 33 BCCYCLE ATTN: BC (8/2) 33 bobeblite	ERAN 29575 GARAGE, INC 18. HOLOHAN 73457		RAMF	P/SIDEW	ALK GRAPHICS
NERAL LE ROPOSED	EGEND (EXISTING SCREENED, IN BOLD)	DEBI OF (BI2) OF (BI2) OF BI2) r>OF BI2) OF BI2) OF BI2) OF BI2	ERAN 29575 GARAGE, INC 18 HOLOHAN 253457 JOITOGOROOM SOUTOGOROOM SEE DETAILION CONCRETE BASE	(13) CONCRETE CURB, BARRIER, 6' OR VARIES TO MATCH EXISTING ADJACENT CURB HEIGHT	RAME		ALK GRAPHICS MING SURFACE (DH)
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ROPOSED	IN BOLD)	BICK PAVING COMPACTED CONSTRUCTION	ERAN SPS75 GARAGE, INC IS HOLOHAN 5-1457 Jorogedoom <u>EDITEMS</u> ISEE DETAILION CONCRETE BASE PROACHES, 9 ON AGGREGATE NO. 536 IN TWO LIFTS ON UBGRADE LIMITS	TO MATCH EXISTING ADJACENT CURB HEIGHT (5) CONCRETE CURB AND GUTTER (26) SODDING, NURSERY, ON UP TO 4° OF TOPSOIL	RAMF	DETECTABLE WAR SLOPED PORTION SIDEWALK TRANSII	ANING SURFACE (DH)
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ROPOSED	IN BOLD) LIGHT POLE WATER VALVE GAS VALVE INLETS	BI BRICK PAVING GOMPACTED COMPA	ERAN SPS75 GARAGE, INC IS HOLOHAN SASS DITEMS ISEE DETAILION CONCRETE BASE PROACHES, 9 ON AGGREGATE NO. 536 IN TWO LIFTS ON UMATS WARNING PLATES (CAST METAL REGYD) DEWALK, 4, ON 4 COMPACTED AGGREGATE NO. 535	TO MATCH EXISTING ADJACENT CURB HEIGHT (15) CONCRETE CURB AND GUTTER (26) SODDING, NURSERY, ON UP TO 4' OF TOPSOIL (27) 3' WULCH HARDWOOD SHREDDED BARK OVER UP TO 12' TOPSOIL (38) TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALKS AND STOP BARS, WHITE, 24'	RAMF IIIIIII I	DETECTABLE WAR SLOPED PORTION SIDEWALK TRANSII	OF RAMP IOR
ROPOSED	IN BOLD) LIGHT POLE WATER VALVE GAS VALVE MILETS HYDRANT	BICK PAVING BICK PAVING BICK PAVING BICK PAVING COMPACTED COMPACTED CONSTRUCTION DETECT ABLE F CONCRETE SIL (N) FULL SUBJECT OF DON CONCRETE SIL (N) FULL	ERAN SPS75 GARAGE, INC IS HOLOHAN SYSTS STATE DITEMS ISEE DETALION CONCRETE BASE PROACHES.9 ON ACGREGATE NO. 536 IN TWO LIFTS ON UMATS WARNING PLATES (CAST METAL REO'D) NEWALK. 4. ON 4' COMPACTED AGGREGATE NO. 536 NEWALK. 6. ON 4' COMPACTED AGGREGATE NO. 538 NEWALK. 6. ON 4' COMPACTED AGGREGATE NO. 538 NEWALK. 6. ON 4' COMPACTED AGGREGATE NO. 538 NAS 64 FOR ROADS NEWALK. 6. ON 4' COMPACTED AGGREGATE NO. 538 NAS 64 FOR ROADS NEWALK. 6. ON 4' COMPACTED AGGREGATE NO. 538	TO MATCH EXISTING ADJACENT CURB HEIGHT (15) CONCRETE CURB AND GUTTER (26) SODDING, NURSERY, ON UP TO 4° OF TOPSOIL (27) 3° WULCH HARDWOOD SHREDDED BARK OVER UP TO 12° TOPSOIL (38) TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALKS	RAMF TS	DETECTABLE WAR SLOPED PORTION SIDEWALK TRANSII	OF RAMP IOR
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<u>ROPOSED</u>	IN BOLD) LIGHT POLE WATER VALVE GAS VALVE MILETS HYDRANT TREES SIGN POWER POLE MANHOLE (T -TELE. E - ELEC. W - WATER, S - SANITARY)	DEBIOT         Image:	ERAN SPS75 GARAGE, INC IB HOLOHAN 3:457 DOTOGRACOM ED ITEMS ISEE DETAILION CONCRETE BASE PROACHES, 9 ON AGGREGATE NO. 536 IN TWO LIFTS ON UBGRADE LIMITS WARNING PLATES (CAST METAL REGYDJ DEWALK, 4°, ON 4' COMPACTED AGGREGATE NO. 538 NA 64 FOR ROADS NA 64 SURFACE, 95mm, ON MA 64 MSRE, 25.0mm, ON MA 64 BASE, 25.0mm, ON BAGREGATE NO. 538 ON EATMENT TYPE IC	TO MATCH EXISTING ADJACENT CURB HEIGHT (15) CONCRETE CURB AND GUTTER (26) SODDING, NURSERT, ON UP TO 4° OF TOPSOIL (27) 3° WULCH HARDWOOD SHREDDED BARK OVER UP TO 12° TOPSOIL (38) TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALKS AND STOP BARS, WHITE, 24° (4) WHITE LINE, 4° SKIP (10° LINE, 30° GAP), THERMOPLASTIC (46) WHITE LINE, 4° SOLID, PAINT	TS MAINT	DETECTABLE WAR SLOPED PORTION SIDEWALK TRANSIN TURNING SPACE	OF RAMP IOR TION (POINT'S DOWNHILL)
<u>ROPOSED</u> ∦ ⊗   } * * * * * * * * * * * * *	IN BOLD) LIGHT POLE WATER VALVE GAS VALVE MILETS HYDRANT TREES SIGN POWER POLE	Image: DEBIO FU         Image: DEBIO FU	ERAN SPS75 GARAGE, INC IB HOLOHAN JAST JAST DUTEMS ISEE DETAILION CONCRETE BASE PROACHES, 9 ON AGGREGATE NO. 536 IN TWO LIFTS ON UMBTAD LIMITS WARNING PLATES (CAST METAL REO'D) NEWALK, 4°, ON 4° COMPACTED AGGREGATE NO. 536 NEWALK, 6°, ON 4° COMPACTED AGGREGATE NO. 538 NEWALK, 6°, ON 4° COMPACTED AGGREGATE NO. 538 NEWALK, 6°, ON 4° COMPACTED AGGREGATE NO. 538 NEWALK, 6°, ON 4° COMPACTED AGGREGATE NO. 538 NAM 64 FOR ROADS NAM 64 FOR ROADS NAM 64 FOR ROADS NAM 64 INTERWEDIATE, 190mm, ON HAG 64 FOR FOR FOR PON NAM 64 INTERWEDIATE, 190mm, ON HAG 64 FOR FOR FOR PON NAM 64 INTERWEDIATE, 190mm, ON HAG 64 FOR FOR FOR FOR PON HAG 64 FOR FOR FOR FOR FOR PON HAG 64 FOR FOR FOR FOR FOR FOR FOR FOR FOR FOR	TO MATCH EXISTING ADJACENT CURB HEIGHT         (B)         CONCRETE CURB AND GUTTER         (26)         SODDING, NURSERY, ON UP TO 4° OF TOPSOIL         (27)         3* WULCH HARDWOOD SHREDDED BARK OVER UP TO 12° TOPSOIL         (38)         TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALKS AND STOP BARS, WHITE, 24°         (4)       WHITE LINE, 4° SOLID, PAINT         (4)       WHITE LINE, 4° SOLID, PAINT         (62)       NEW SIGN ON TYPE * POST, UNREINFORCED ANCHOR BASE	TS MAINT	DETECTABLE WAR SLOPED PORTION SIDEWALK TRANSIN TURNING SPACE	ANING SURFACE (M) OF RAMP IOR FIONI (POINT'S DOWNHILL) E OF TRAFFIC AND ITROL ITEMS RD DRUM
<u>ROPOSED</u> Ř ⊗ 	IN BOLD) LIGHT POLE WATER VALVE GAS VALVE MILETS HYDRANT TREES SIGN POWER POLE MANHOLE (T -TELE, E - ELEC, W - WATER, S - SANITARY) WATER LINE GAS LINE STORM LINE	DEBIOT         Image:	ERAN SPS75 GARAGE, INC IB HOLOMAN 3:457 DOTOGRACOM ED ITEMS ISEE DETALION CONCRETE BASE PROACHES, 9 ON AGGREGATE NO. 536 IN TWO LIFTS ON UBGRADE LIMITS WARNING PLATES (CAST METAL REGYD) DEWALK, 4°, ON 4° COMPACTED AGGREGATE NO. 536 IMA 64 FOR ROADS IMA 64 FOR ROADS IMA 64 SURFACE, 9,5mm, ON MAA 64 MASE, 25,5mm, ON MAA 64 BASE, 25,5mm, ON CATUENT TYPE IC IMA PAYEMENT FOR PARKING LOT ID HUA BASE, B, ON ID HAA BASE, B, ON ID PROOFROLLED SUBGRADE	TO MATCH EXISTING ADJACENT CURB HEIGHT         (B)         CONCRETE CURB AND GUTTER         (26)         SODDING, NURSERY, ON UP TO 4° OF TOPSOIL         (27)         3* WULCH HARDWOOD SHREDDED BARK OVER UP TO 12° TOPSOIL         (38)         TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALKS AND STOP BARS, WHITE, 24°         (4)       WHITE LINE, 4° SOLID, PAINT         (4)       WHITE LINE, 4° SOLID, PAINT         (62)       NEW SIGN ON TYPE * POST, UNREINFORCED ANCHOR BASE	MAINT EROS	DETECTABLE WAR SLOPED PORTION SIDEWALK TRANSIN TURNING SPACE TURNING SPACE SION CON INDOT STANDAA WITH STANDAA TEMPORARY CO	ANING SURFACE (DW) OF RAMP IOR TIONITIF DOWNHILLD E OF TRAFFIC AND ITROL ITEMS RD DRUM BURN LIGHTS INSTRUCTION FENCING, 48 MESH.
<u>ROPOSED</u> Ř ⊗ 	IN BOLD) LIGHT POLE WATER VALVE GAS VALVE MILETS HYDRANT TREES SIGN POWER POLE MANHOLE (T -TELE, E - ELEC, W - WATER, S - SANITARY) WATER LINE GAS LINE STORM LINE SANITARY LINE	BI BRICK PAVING BI BRICK PAVING BI BRICK PAVING BI BRICK PAVING COMPACTED COMPACTED COMPACTED COMCRETE SIL FC CONCRETE SIL FC FC	ERAN SPS75 GARAGE, INC B HOLOHAN SY457 DOTOBLOOM SY457 SOUTHAN SY457 SEE DETAILION CONCRETE BASE PROACHES, 9 ON AGGREGATE NO. 53s IN TWO LIFTS ON UBGRADE LIMITS WARNING PLATES (CAST METAL REO'DJ NEWALK, 4°, ON 4° COMPACTED AGGREGATE NO. 53s NEWALK, 6°, ON 4° COMPACTED AGGREGATE NO. 53s NEWALK, 6°, ON 4° COMPACTED AGGREGATE NO. 53s NEWALK, 6°, ON 4° COMPACTED AGGREGATE NO. 53s NA 64 FOR ROADS HA 64 SURFACE, 95mm, ON HAG 64 SURFACE, 95mm, ON HAG 64 SURFACE, 95mm, ON HAG 64 DASE, 25, DM AGGREGATE NO. 53s ON EATMENT TYPE IC IMA PAVEMENT FOR PARKING LOT CO HMA SURFACE, B, ON AGGREGATE NO. 53S ON CO HALLON SURFACE, NO D PROOFROLLED SUBGRADE G (PCC BASE PATCHING, 12°, TO HMA SURFACE, TYPE B	TO MATCH EXISTING ADJACENT CURB HEIGHT         (B)         CONCRETE CURB AND GUTTER         (26)         SODDING, NURSERY, ON UP TO 4° OF TOPSOIL         (27)         3* WULCH HARDWOOD SHREDDED BARK OVER UP TO 12° TOPSOIL         (38)         TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALKS AND STOP BARS, WHITE, 24°         (4)       WHITE LINE, 4° SOLID, PAINT         (4)       WHITE LINE, 4° SOLID, PAINT         (62)       NEW SIGN ON TYPE * POST, UNREINFORCED ANCHOR BASE	MAINT EROS	DETECTABLE WAR SLOPED PORTION SIDEWALK TRANSIN TURNING SPACE TURNING SPACE TENANCE SION CON INDOT STANDAY WITH STEADT TEMPORARY CO ORNOGE ON TE BARRICADE (TY)	ANING SURFACE (DW) OF RAMP IOR TIONI (POINT'S DOWNHILL) E OF TRAFFIC AND ITROL ITEMS RD DRUM BURN LIGHTS INSTRUCTION FENCING, 4B' MESH. MYDRARY STANDS 'PE III)
ROPOSED Å ⊗ ⊗ ⊗ ⊗ ⊗ ⊗ ⊗ ⊗ ⊗ ⊗ ⊗ ⊗ ⊗	IN BOLD) LIGHT POLE WATER VALVE GAS VALVE MILETS HYDRANT TREES SIGN POWER POLE MANHOLE (T -TELE, E - ELEC, W - WATER, S - SANITARY) WATER LINE GAS LINE STORM LINE	BI BRICK PAVING BI BRICK PAVING BI BRICK PAVING BI BRICK PAVING COMPACTED COMPACTED COMPACTED COMPACTED COMPACTED COMPACTED COMPACTED COMPACTED COMPACTED COMPACTED COMPACTED COMPACTED COMPACTED COMPACTED S' (550' STO) G' (55' STO) G' (55' STO) G' (55' STO) COMPACTED S' (550' STO) G' (55' STO) COMPACTED S' (550' STO) COMPACTED S' (550' STO) G' (55' STO) COMPACTED S' (550' STO) COMPACTED S' (550' STO) COMPACTED S' (550' STO) COMPACTED S' (550' STO) COMPACTED S' (550' STO) COMPACTED S' (550' STO) COMPACTED S' (550' STO) COMPACTED S' (550' STO) COMPACTED S' (550' STO) COMPACTED S' (550' STO) COMPACTED COMPACTED S' (550' STO) COMPACTED COMPACTED S' (550' STO) COMPACTED COMPACTED S' (550' STO) COMPACTED S' (550' STO) S' (550' STO) COMPACTED S' (550' STO) C	ERAN SPS75 GARAGE, INC B HOLOHAN SY457 DOTOBLOOM SY457 SOUTHAN SY457 SEE DETAILION CONCRETE BASE PROACHES, 9 ON AGGREGATE NO. 53s IN TWO LIFTS ON UBGRADE LIMITS WARNING PLATES (CAST METAL REO'DJ NEWALK, 4°, ON 4° COMPACTED AGGREGATE NO. 53s NEWALK, 6°, ON 4° COMPACTED AGGREGATE NO. 53s NEWALK, 6°, ON 4° COMPACTED AGGREGATE NO. 53s NEWALK, 6°, ON 4° COMPACTED AGGREGATE NO. 53s NA 64 FOR ROADS HA 64 SURFACE, 95mm, ON HAG 64 SURFACE, 95mm, ON HAG 64 SURFACE, 95mm, ON HAG 64 DASE, 25, DM AGGREGATE NO. 53s ON EATMENT TYPE IC IMA PAVEMENT FOR PARKING LOT CO HMA SURFACE, B, ON AGGREGATE NO. 53S ON CO HALLON SURFACE, NO D PROOFROLLED SUBGRADE G (PCC BASE PATCHING, 12°, TO HMA SURFACE, TYPE B	TO MATCH EXISTING ADJACENT CURB HEIGHT         (B)         CONCRETE CURB AND GUTTER         (26)         SODDING, NURSERY, ON UP TO 4° OF TOPSOIL         (27)         3* WULCH HARDWOOD SHREDDED BARK OVER UP TO 12° TOPSOIL         (38)         TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALKS AND STOP BARS, WHITE, 24°         (4)       WHITE LINE, 4° SOLID, PAINT         (4)       WHITE LINE, 4° SOLID, PAINT         (62)       NEW SIGN ON TYPE * POST, UNREINFORCED ANCHOR BASE	MAINT EROS	DETECTABLE WAR SLOPED PORTION SIDEWALK TRANSIN TURNING SPACE TURNING SPACE TENANCE SION CON INDOT STANDAY WITH STEADT TEMPORARY CO ORNOGE ON TE BARRICADE (TY)	ANING SURFACE (M) OF RAMP IOR TIONI (POINT'S DOWNHILL) E OF TRAFFIC AND ITROL ITEMS RD DRUM BURN LIGHTS INSTRUCTION FENCING, 4B MESH. MPORARY STANDS PE IIII SIGNS (SHAPE PER NUTCD)
	IN BOLD) LIGHT POLE WATER VALVE GAS VALVE MILETS HYDRANT TREES SIGN POWER POLE MANHOLE (T -TELE, E - ELEC, W - WATER, S - SANITARY) WATER LINE GAS LINE STORM LINE STORM LINE SANITARY LINE OVERHEAD ELECTRIC	BI BRICK PAVING BI BRICK PAVING BI BRICK PAVING BI BRICK PAVING COMPACTED COMPACTED COMPACTED COMPACTED COMPACTED COMPACTED COMPACTED COMPACTED COMPACTED COMPACTED COMPACTED COMPACTED COMPACTED COMPACTED S' (550' STO) G' (55' STO) G' (55' STO) G' (55' STO) COMPACTED S' (550' STO) G' (55' STO) COMPACTED S' (550' STO) COMPACTED S' (550' STO) G' (55' STO) COMPACTED S' (550' STO) COMPACTED S' (550' STO) COMPACTED S' (550' STO) COMPACTED S' (550' STO) COMPACTED S' (550' STO) COMPACTED S' (550' STO) COMPACTED S' (550' STO) COMPACTED S' (550' STO) COMPACTED S' (550' STO) COMPACTED S' (550' STO) COMPACTED COMPACTED S' (550' STO) COMPACTED COMPACTED S' (550' STO) COMPACTED COMPACTED S' (550' STO) COMPACTED S' (550' STO) S' (550' STO) COMPACTED S' (550' STO) C	ERAN SPS75 GARAGE, INC IB HOLOHAN 3:457 porogo.com ED ITEMS ISEE DETAILION CONCRETE BASE PROACHES, 9 ON AGGREGATE NO. 538 IN TWO LIFTS ON UBGRADE LIMITS WARNING PLATES (CAST METAL REO'D.) NEWALK, 4°, ON 4° COMPACTED AGGREGATE NO. 538 NEWALK, 6°, ON 4° COMPACTED AGGREGATE NO. 538 NEWALK, 6°, ON 4° COMPACTED AGGREGATE NO. 538 NEWALK, 6°, ON 4° COMPACTED AGGREGATE NO. 538 NA 64 FOR ROADS HA 64 SURFACE, 95mm, ON HA 64 SURFACE, 95mm, ON HA 64 ADSE, 25Dmm, ON HA 64 SURFACE, 95 ON CAMENT TYPE IC IMA PAVEMENT FOR PARKING LOT COMMA SURFACE, B, ON AGGREGATE NO. 533 ON CAMENT TYPE B ID HANA BASE, B, ON AGGREGATE NO. 533 ON CAMENT TYPE B G (PCC BASE PATCHING, 12°, TACK COAT, AND	TO MATCH EXISTING ADJACENT CURB HEIGHT         (B)         CONCRETE CURB AND GUTTER         (26)         SODDING, NURSERY, ON UP TO 4° OF TOPSOIL         (27)         3* WULCH HARDWOOD SHREDDED BARK OVER UP TO 12° TOPSOIL         (38)         TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALKS AND STOP BARS, WHITE, 24°         (4)       WHITE LINE, 4° SOLID, PAINT         (4)       WHITE LINE, 4° SOLID, PAINT         (62)       NEW SIGN ON TYPE * POST, UNREINFORCED ANCHOR BASE	MAINT EROS	DETECTABLE WAR SLOPED PORTION SIDEWALK TRANSD TURNING SPACE TURNING SPACE TURNING SPACE SION CON INDOT STANDAY WITH STEADT TEMPORARY CO ORNOG ON TE BARRICADE (TY CONSTRUCTION	ANING SURFACE (DW) OF RAMP IOR TIONITIFOINTS DOWNHILL) E OF TRAFFIC AND ITROL ITEMS NO DRUM BURN LUGHTS INSTRUCTION FENCING, 48 MESH, MORARY STANDS IFE III SIGNS (SHAPE PER MUTCD) DIRECTION

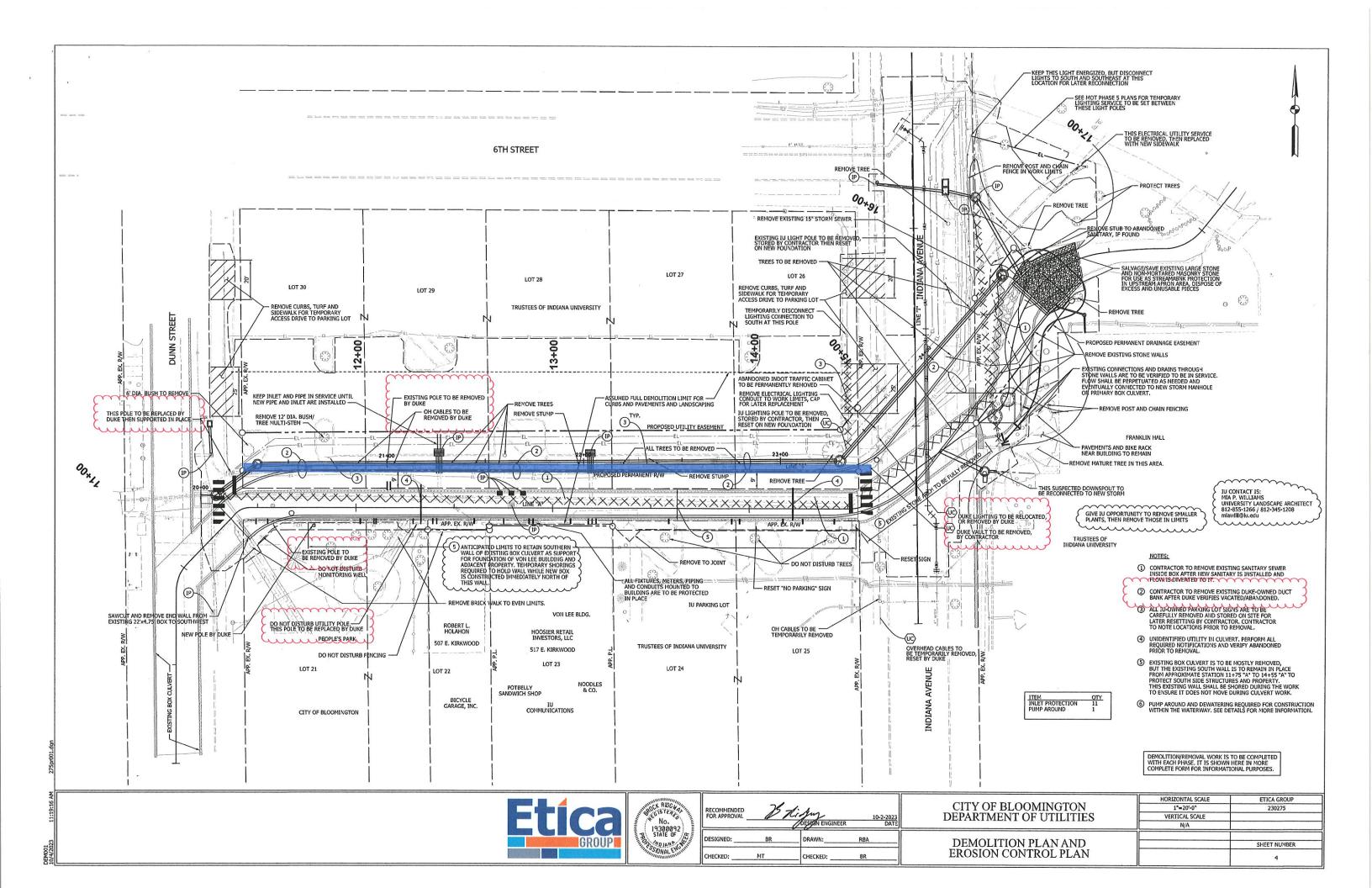


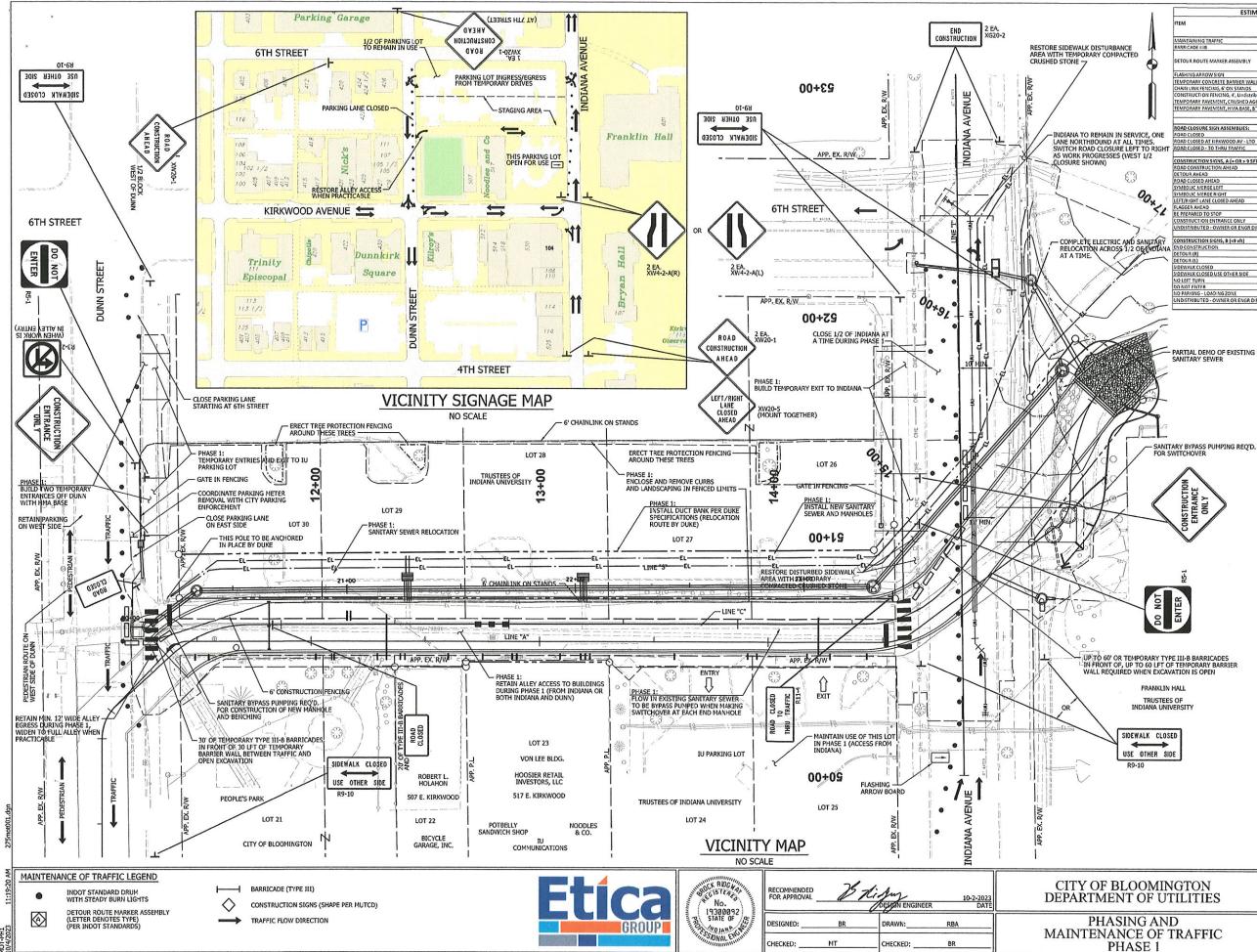
	WINDCK RIDGW	
	BILLE CLARK	
5	B STATE OF	
	SONAL ENGINE	

ALIMANIA	RECOMMENDED FOR APPROVAL	8 th	Aug DESTON ENGINEER	10-2-2023 DATE	CITY OF BL DEPARTMEN
William .	DESIGNED:	BR	DRAWN:	RBA	INDEX / GENERAI
	CHECKED:	МТ	CHECKED:	BR	UTILIT

LOOMBICTON	HORIZONTAL SCALE	ETICA GROUP
LOOMINGTON	N/A	230275
NT OF UTILITIES	VERTICAL SCALE	
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	N/A	
I NOTED / LECEND /		
L NOTES / LEGEND /		SHEET NUMBER
TY DATA		2







1	ESTIMATED	TEMPORARY	RAFFIC	CONTR	IOL MI	ASUR	ES BY I	PHASE			
Δ	ITEM	CODE	SIZE	UNITS				PHASE		TOTAL HIGHEST	PAY QUANTIT
/1					1	2	3	4	5	NEED	
/1	MAINTAINING TRAFFIC	N/A	N/A	LSUM	X	X	X	X	X	X	1 LSUM
L	BARRICADE IIIB	N/A	10 LFT	LFT	90	60	40	50	90	90	SO LFT
	DETOUR ROUTE MARKER ASSEMBLY	See Legend for Types A, B, C, D	N/A	EA	0	0	0	0	6A,6B, 14C,1D	27	27 EA
	FLASHING ARROW SIGN	N/A	N/A	DAY5	20	0	0	0	80	100	100 DAY
L .	TEMPORARY CONCRETE BARRIER WALL	NA	NA	LFT	90	60	20	50	90	90	90 LFT
<b>n</b>	CHAIN LINK FENCING, 6' ON STANDS	N/A	N/A	LFT	800	900	900	900	750	900	900 LFT
	CONSTRUCTION FENCING, 4', Undistributed	N/A	N/A	LFT	100	50	50	50	200	200	200 LFT
	TEMPORARY PAVEMENT, CRUSHED AGG. No 85	N/A	N/A	TONS	100	0	0	0	40	140	140 TON
	TEMPORARY PAVEMENT, HMA BASE, 8"	N/A	N/A	TONS	50	0	0	0	0	90	90 TONS
L.							-		-	30	30 1011
	ROAD CLOSURE SIGN ASSEMBLIES:			S							
NACE ONE	ROAD CLOSED	R11-2	48 x 30	EA	2	2	2				
RVICE, ONE		R11-2 R11-3						2	4	4	
TIMES,	ROAD CLOSED AT KIRKWOOD AV - LTO		60 x 30	EA	0	0	0	0	2	2	7 EA
FT TO RIGHT	ROAD CLOSED - TO THRU TRAFFIC	R11-4	60 x 30	EA	1	1	1	1	1	1	
ST 1/2											
	CONSTRUCTION SIGNS, A (= OR > 9 5FT)										
	ROAD CONSTRUCTION AHEAD	XW20-1	36 x 36	EA	4	4	4	4	1	4	
3	DETOUR AHEAD	XW20-2	36 x 36	EA	0	0	0	0	2	2	
×	ROAD CLOSED AHEAD	XW20-3	36 x 36	EA	0	0	0	0	2	2	
	SYMBOLIC MERGE LEFT	XW4-2-A	36 x 36	EA	2	0	0	0	1	2	
00x	SYMBOLIC MERGE RIGHT	XW4-2-A	36 x 36	EA	2	0	0	0	.0	2	
-Uy	LEFT/RIGHT LANE CLOSED AHEAD	X\V20-5	36 x 36	EA	2	0	0	0	1	2	24 EA
2	FLAGGER AHEAD	XW20-7a	36 x 36	EA	2	1	0	0	0	2	
76	BE PREPARED TO STOP	XW20-7b	36 x 36	EA	2	1	0	0	0	2	
/	CONSTRUCTION ENTRANCE ONLY	N/A	36 x 36	EA	2	2	2	2	1	2	
> /	UNDISTRIBUTED - OWNER OR ENGR DIRECTED	TBD	TBD	EA	4	2	2	2	4	4	
1-1						-			-		
SANITARY	CONSTRUCTION SIGNS, B (<9 sft)										
OFAMILIAN	END CONSTRUCTION	XG20-2	36 x 18	EA	2	2	2	2	2	2	0.000
OFINDIANA	DETOUR (R)	XM4-10R	48 x 18	EA	0	0	0	0	2	2	
1-	DETOUR(L)	XM4-10L	48 x 18	EA	0	0	0	0	3	3	
.0	S/DEWALK CLOSED	89-9	24 x 12	EA	0	0	2	0	2	2	
	S/DEWALK CLOSED USE OTHER SIDE	R9-10	24 x 12	EA	4	2	2	2			
	INO LEFT TURN	R3-2							2	4	25 EA
			24 x 24	EA	1	1	1	1	1	1	
	DO NOT ENTER	R5-1	30 x 30	EA	2	2	2	2	1	2	
	NO PARKING - LOADING ZONE	R7-6	12 x 18	EA	0	0	5	0	0	5	
	UNDISTRIBUTED - OWNER OR ENGR DIRECTED	TBD	TBD	EA	4	2	4	2	4	4	

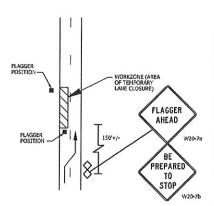
### MAINTENANCE OF TRAFFIC REQUIREMENTS:

1. FLAGGER OPERATIONS AND TEMPORARY SIGNAGE IN ACCORDANCE WITH INDIAIIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ARE REQUIRED FOR ALL LANE RESTRICTIONS,

- 2. ALL SIGNS TO BE MOUNTED ON STANDARDS.
- 3. ALL SIGNS IN ACCORDANCE WITH INDOT STANDARDS AND INDIANA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- 4. ALL SIGNS, BARRICADES AND DRUIAS TO BE MOUNTED WITH A TYPE C (STEADY BURN) WARNING LIGHT AND MAINTAINED DUSK TO DAWN.

### SANITARY BYPASS PUMPING REQ'D. FOR SWITCHOVER

- 1. ENCLOSE SOUTH HALF OF PARKING LOT IN CHAINLINK FENCING AND REMOVE CURBS AND LANDSCAPING THEREIN.
- 2. CONSTRUCT NEW SANITARY SEWER INCLUDING NEW MANHOLES, BYPASS PUMP. SWITCHOVER FLOW TO NEW PIPE.
- 3. ALLEY AND INDIANA NEVER FULLY CLOSED, BUT ALLEY TO BE CLOSED AT DUNN WHEN NECESSARY.



### TYPICAL LANE RESTRICTIONS ON PUBLIC ROADS USING FLAGGER NOTE: DISTANCES SHALL BE ADJUSTED TO

FIELD CONDITIONS WHERE SPACE IS LIMITED.

### FOR INCIDENTAL DAILY USE ONLY -NOT FOR OVERNIGHT USE

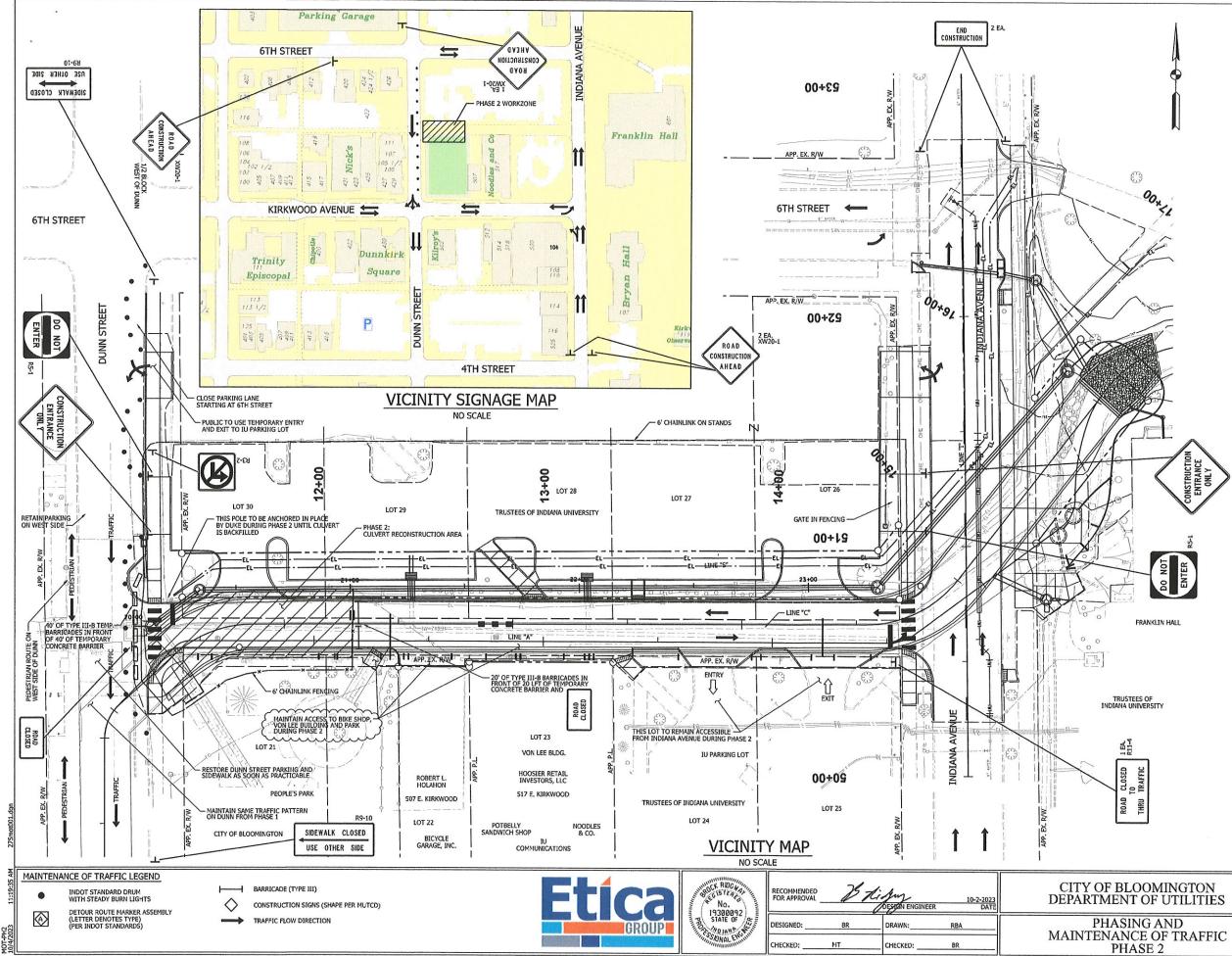
BLOOMINGTON	HORIZONTAL SCALE	ETICA GROUP
	1"=20'-0"	230275
NT OF UTILITIES	VERTICAL SCALE	
iti ei eilenneb	N/A	
SING AND		
NCE OF TRAFFIC		SHEET NUMBER
HASE 1		5





TRUSTEES OF

### PHASE 1 WORK



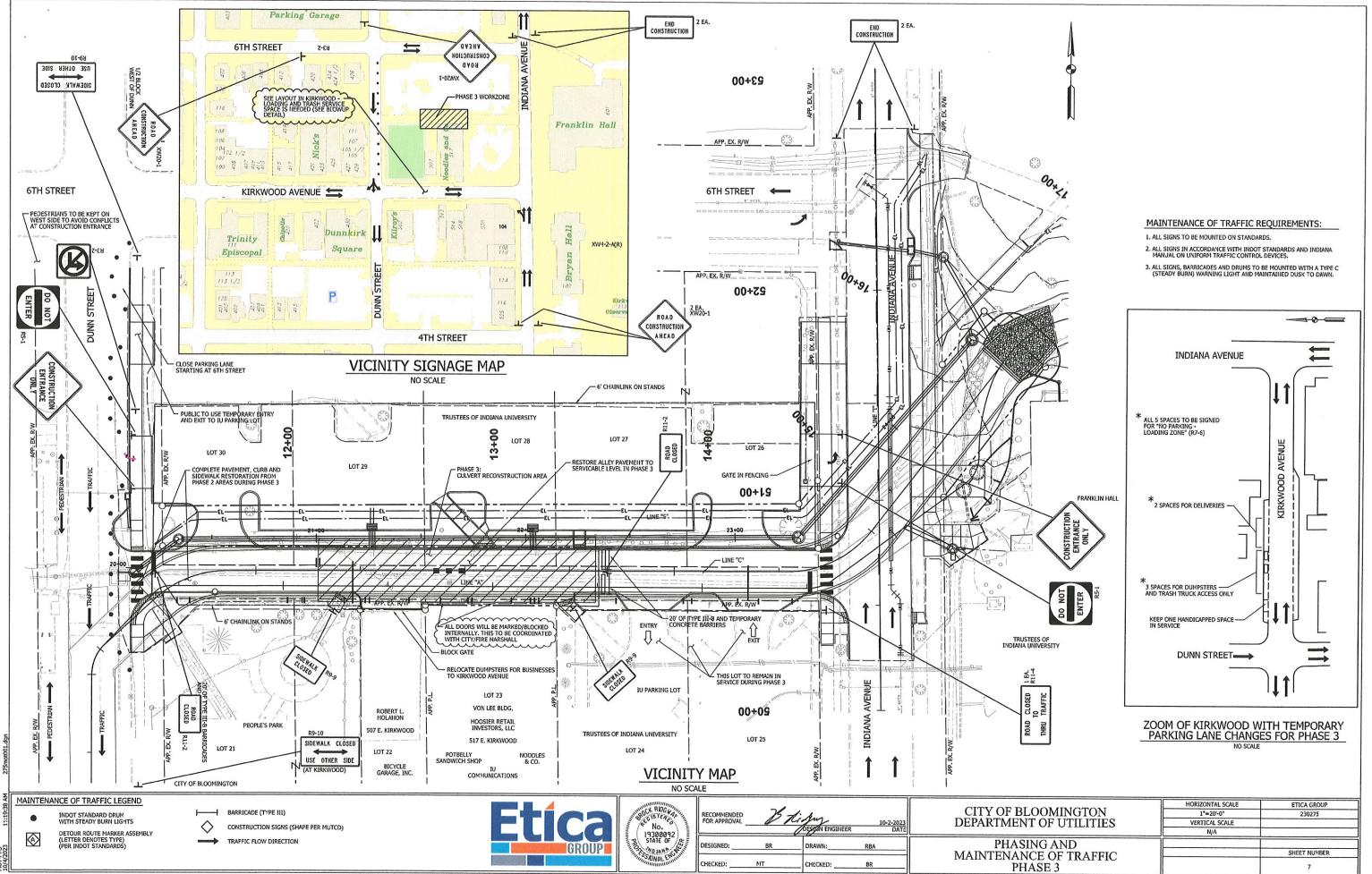
BLOOMINGTON NT OF UTILITIES	HORIZONTAL SCALE	ETICA GROUP
	1"=20'-0"	230275
	VERTICAL SCALE	
	N/A	
ING AND		
ICE OF TRAFFIC		SHEET NUMBER
HASE 2		6

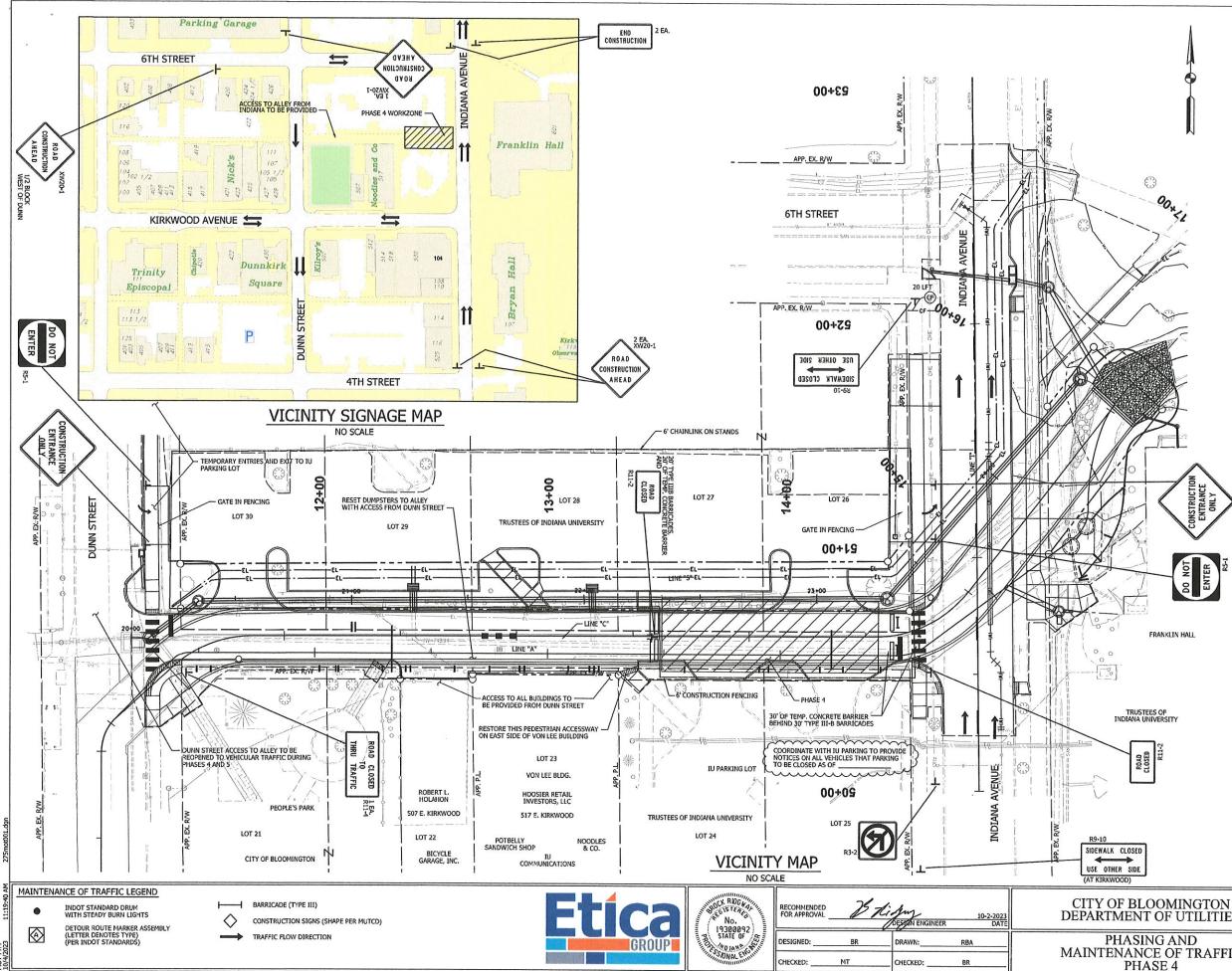
### MAINTENANCE OF TRAFFIC REQUIREMENTS:

- 1. ALL SIGNS TO BE MOUNTED ON STANDARDS.
- 2. ALL SIGNS IN ACCORDANCE WITH INDOT STANDARDS AND INDIANA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- 3. ALL SIGNS, BARRICADES AND DRUMS TO BE MOUNTED WITH A TYPE C (STEADY BURN) WARNING LIGHT AND MAINTAINED DUSK TO DAWN.

### PHASE 2 WORK:

- 1. DEMO AND BUILD 1ST SECTION OF CULVERT, INCLUDING CONNECTION TO EXISTING AT DUNN STREET.
- PRESERVE ACCESS TO BICYCLE GARAGE, VON LEE BUILDING AND SMALLER IU LOT FROM INDIANA AVENUE.







FRANKLIN HALL



LOOMINGTON T OF UTILITIES
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PHASE 4

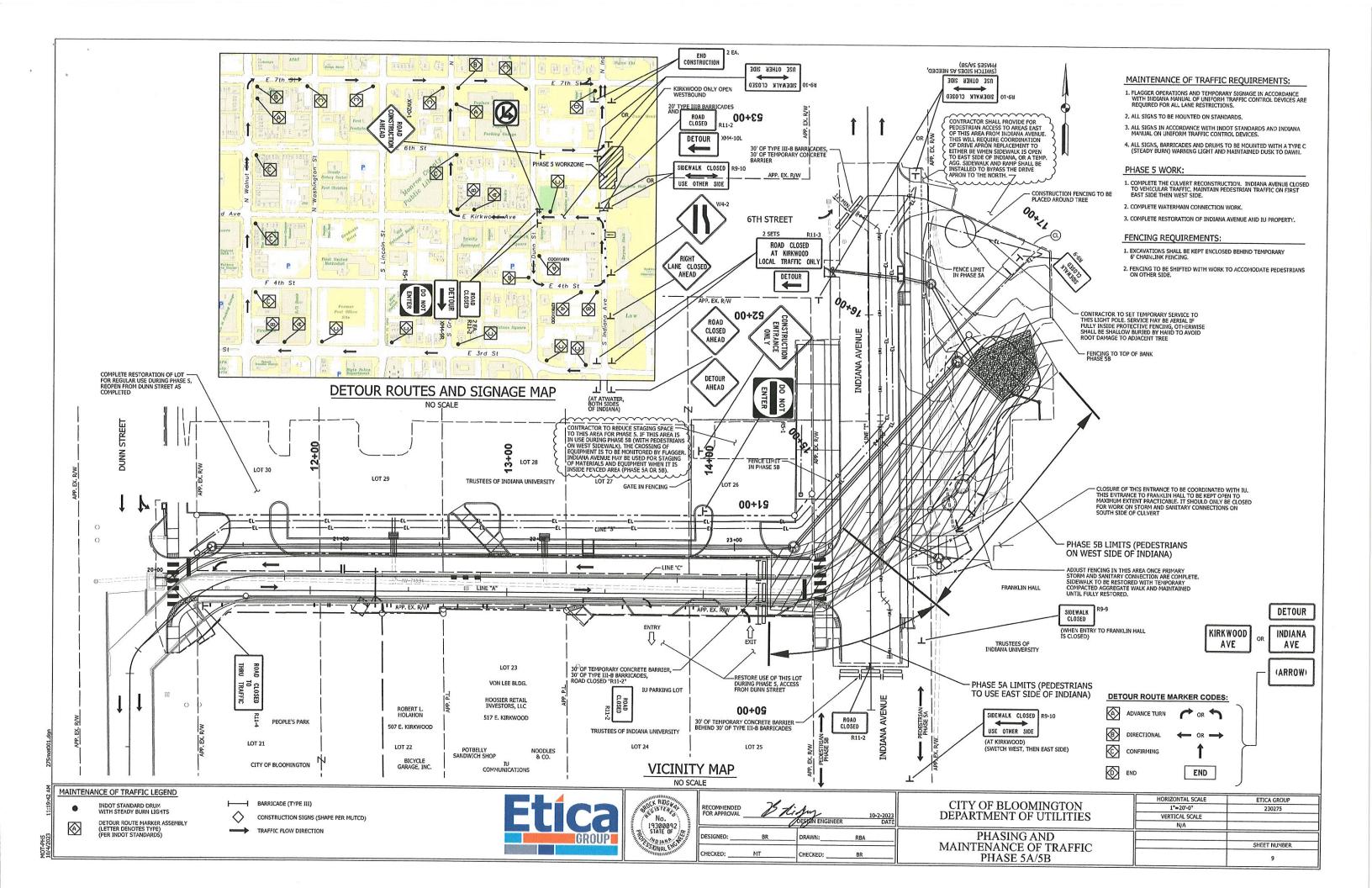
### MAINTENANCE OF TRAFFIC REQUIREMENTS:

- 1. FLAGGER OPERATIONS AND TEMPORARY SIGNAGE IN ACCORDANCE WITH INDIANA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ARE REQUIRED FOR ALL LANE RESTRICTIONS.
- 2. ALL SIGNS TO BE MOUNTED ON STANDARDS.
- 3. ALL SIGNS IN ACCORDANCE WITH INDOT STANDARDS AND INDIANA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- 4. ALL SIGNS, BARRICADES AND DRUMS TO BE MOUNTED WITH A TYPE C (STEADY BURN) WARNING LIGHT AND MAINTAINED DUSK TO DAWN.

### PHASE 4 WORK:

- 1. CONTINUE CULVERT WORK EAST OF VON LEE BUT NOT BLOCKING INDIANA AVENUE.
- PROVIDE ACCESS TO BICYCLE GARAGE AND VON LEE BUILDING FROM DUNII STREET.
- 3. RESTORE WESTERN 1/2 OF IU PARKING LOT EXCEPT FOR PAVED ACCESSWAY ACROSS LOT.

	HORIZONTAL SCALE	ETICA GROUP	
4	1"=20'-0"	230275	
ES	VERTICAL SCALE		
	N/A		
FIC		SHEET NUMBER	
		6	





# Board of Public Works Claim Register

Invoice Date Range 01/20/24 - 02/02/24

	Invoice				
Vendor	No.	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund <b>101 - General Fund (S0101)</b> Department <b>01 - Animal Shelter</b> Program <b>010000 - Main</b> Account <b>43430 - Animal Adoption Fees</b>					
Keith Welch	WELCH- REFUND	01-refund adoption fee-1/11/24		02/02/2024	90.00
		Account 43430 - Animal Adoption Fees Total	s Invoid	ce 1	\$90.00
Account <b>52110 - Office Supplies</b> 6530 - Office Depot, INC	34477305 2001	01-Ink pens & file labels	÷ ľ	02/02/2024	15.36
8002 - Safeguard Business Systems, INC		01-Adoption Packet Labels		02/02/2024	584.08
	02	Account 52110 - Office Supplies Total	s Invoid	ce <b>2</b>	\$599.44
Account <b>52210 - Institutional Supplies</b> 8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	13LJ-R9L9 LHHX	- 01-Collars, Sound Machines, Bowls, & Baby Gates	÷	02/02/2024	406.46
4586 - Hill's Pet Nutrition Sales, INC	24817643 8	01-Dog & Cat Food		02/02/2024	200.20
4586 - Hill's Pet Nutrition Sales, INC	-	01-Prescription Veterinary dog Food		02/02/2024	84.98
4586 - Hill's Pet Nutrition Sales, INC		01-Dog & Cat Food		02/02/2024	163.44
4586 - Hill's Pet Nutrition Sales, INC	-	01-Dog and Cat Food		02/02/2024	200.20
3929 - IDEXX Laboratories, INC	-	01-HW, F/F, Parvo & hiardia tests		02/02/2024	2,210.49
4574 - John Deere Financial f.s.b. (Rural King)	180956	01-Straw		02/02/2024	7.99
4574 - John Deere Financial f.s.b. (Rural King)	215972	01-Straw bales		02/02/2024	15.98
4574 - John Deere Financial f.s.b. (Rural King)	144330	01-litter-50 40lb bags pellet bedding		02/02/2024	249.50
4633 - Midwest Veterinary Supply, INC	21017719 001	- 01-Compounding syrup		02/02/2024	20.55
4633 - Midwest Veterinary Supply, INC		- 01-vinyl exam gloves & syringes		02/02/2024	116.45
4633 - Midwest Veterinary Supply, INC		- 01-Antibiotics, eye drops, needles, tongue depressors		02/02/2024	437.53



# Board of Public Works Claim Register

Invoice Date Range 01/20/24 -

02/02/24

				02/02/24
4633 - Midwest Veterinary Supply, INC		- 01-Post surgery fluids	02/02/2024	29.97
4633 - Midwest Veterinary Supply, INC		- 01-vinyl exam gloves & syringes	02/02/2024	195.50
4633 - Midwest Veterinary Supply, INC		- 01-Flea/tick meds & feline omegas	02/02/2024	243.56
4633 - Midwest Veterinary Supply, INC		01-Flea/tick meds	02/02/2024	683.22
4633 - Midwest Veterinary Supply, INC		- 01-vinyl exam gloves	02/02/2024	80.55
4633 - Midwest Veterinary Supply, INC		- 01-Meds, lime dip	02/02/2024	130.37
453 - ULINE, INC		01-trash can dolly, trash bags, tilt truck, basket truck	02/02/2024	853.86
	9	Account 52210 - Institutional Supplies Totals	Invoice 19	\$6,330.80
Account 52310 - Building Materials and Supplies			<del>.</del>	
8658 - Kleindorfer's Hardware LLC	770941	01-String to secure kennel latches	02/02/2024	12.79
8658 - Kleindorfer's Hardware LLC	770992	01-75ft hose	02/02/2024	84.99
		Account 52310 - Building Materials and Supplies Totals	Invoice 2	\$97.78
Account 52340 - Other Repairs and Maintenance 313 - Fastenal Company	INBLM233 898	01-(6)scrub brushes, (2) band aids, (30) facial tissue	02/02/2024	125.52
313 - Fastenal Company		01-Laundry det, first aid supplies & (16) paper towels	02/02/2024	211.52
	099	Account 52340 - Other Repairs and Maintenance Totals	Invoice 2	\$337.04
Account 52420 - Other Supplies				
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1MML- FX6X-	01-Cell Phone Mounts for AOC vehicles	02/02/2024	25.44
577 - W.W. Grainger, INC		01-Radios for Shelter (10)	02/02/2024	1,634.40
	61	Account 52420 - Other Supplies Totals	Invoice 2	\$1,659.84
Account 53130 - Medical			÷	
6529 - BloomingPaws, LLC	296191	01-Emergency vet visit-1/4/24	02/02/2024	52.00
8424 - Pipsqueakery INC (The Pipsqueakery)	3	01-rabbit spay/neuter surgeries (3)-1/11/24	02/02/2024	230.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	22	01-Spay/Neuter Surgeries	02/02/2024	99.58

# **Board of Public Works Claim**

### Register

Invoice Date Range 01/20/24 -02/02/24 54639 - Shake Veterinary Services, INC (Town & Country Vet 21 01-Spay/Neuter Surgeries 02/02/2024 681.50 54639 - Shake Veterinary Services, INC (Town & Country Vet 91 01-Spay/Neuter Surgeries 02/02/2024 454.37 Account 53130 - Medical Totals \$1,517.45 Invoice 5 Account 53610 - Building Repairs C014737 01-Quarterly Planned Maintenance Fall 2023 BC 2023-074 02/02/2024 1,856.58 Account 53610 - Building Repairs Totals Invoice 1 \$1,856.58 Program 010000 - Main Totals Invoice 34 \$12,488.93 Program 010001 - Donations Over \$5K 296367 01-Heartworm Treatment 02/02/2024 142.04 \$142.04 Account 53130 - Medical Totals Invoice 1 \$142.04 Program 010001 - Donations Over \$5K Totals Invoice 1 Department 01 - Animal Shelter Totals \$12,630.97 Invoice 35

Account <b>52110 - Onice Supplies</b>				
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1HGF- GMLN- GMWD	02-pens, label tape, legal file folders	02/02/2024	187.15
5103 - Staples Contract & Commercial, INC		02-Printer Toner for Front Desk @ City Hall	02/02/2024	90.05
		Account 52110 - Office Supplies Totals	Invoice 2	\$277.20
Account <b>52420 - Other Supplies</b> 8613 - Crane's Leather & Shoe Shop, INC	7507		02/02/2024	297.00
8613 - Crane's Leather & Shoe Shop, INC	7508	02-Winter Weather Gear for S. French	02/02/2024	300.00
8613 - Crane's Leather & Shoe Shop, INC	7510	02-Winter Weather Gear for B. Elkins	02/02/2024	300.00
8613 - Crane's Leather & Shoe Shop, INC	7513	02-Winter Weather Gear for K. Fulford	02/02/2024	298.13
8613 - Crane's Leather & Shoe Shop, INC	7514	02-Winter Weather Gear for J. Banks	02/02/2024	296.48
8613 - Crane's Leather & Shoe Shop, INC	7515	02-Winter Weather Gear for E. Lake	02/02/2024	296.25

321 - Harrell Fish, INC (HFI)

Account 53130 - Medical 6529 - BloomingPaws, LLC





# Board of Public Works Claim Register

Invoice Date Range 01/20/24 -

				02/02/24
8613 - Crane's Leather & Shoe Shop, INC	7516	02-Winter Weather Gear for B. Chambers	02/02/2024	293.50
8613 - Crane's Leather & Shoe Shop, INC	7519	02-Winter Weather Gear for T. Morrison	02/02/2024	299.96
8613 - Crane's Leather & Shoe Shop, INC	7525	02-Winter Weather Gear for A. Hite	02/02/2024	300.00
8613 - Crane's Leather & Shoe Shop, INC	7526	02-Winter Weather Gear for M. Courter	02/02/2024	300.00
8613 - Crane's Leather & Shoe Shop, INC	7527	02-Winter Weather Gear for C. Konnerman	02/02/2024	300.00
8613 - Crane's Leather & Shoe Shop, INC	7528	02-Winter Weather Gear for R. Pfieffer	02/02/2024	300.00
8613 - Crane's Leather & Shoe Shop, INC	7529	02-Winter Weather Gear for D. Polson	02/02/2024	300.00
8613 - Crane's Leather & Shoe Shop, INC	7530	02-Winter Weather Gear for T. Brown	02/02/2024	300.00
8613 - Crane's Leather & Shoe Shop, INC	7556	02-Winter Weather Gear for J. McIntire	02/02/2024	300.00
8613 - Crane's Leather & Shoe Shop, INC	7558	02-Winter Weather Gear for D. Miller	02/02/2024	300.00
8613 - Crane's Leather & Shoe Shop, INC	7517	02-Winter Weather Gear for D. Fields	02/02/2024	300.00
		Account 52420 - Other Supplies Totals	Invoice 17	\$5,081.32
Account <b>53320 - Advertising</b> 6891 - Gatehouse Media Indiana Holdings	00060238 55-PW1	02-Publication of BPW Special Session for Sale of Property	02/02/2024	33.81
6891 - Gatehouse Media Indiana Holdings		02-Revised Publication for Special Session on Property Sale	02/02/2024	39.20
6891 - Gatehouse Media Indiana Holdings		20-Pub ITB for Muni Solid Waste & Rec & ITB for Alley Reno	02/02/2024	368.54
	27	Account 53320 - Advertising Totals	Invoice 3	\$441.55
Account <b>53990 - Other Services and Charges</b> 3735 - Bluestone Tree, INC.	13715	02-TubGrinding of Tree/Yard Waste Debris-4300 Stone Mill Rd	02/02/2024	9,500.00
		Account 53990 - Other Services and Charges Totals	Invoice 1	\$9,500.00
Account <b>54510 - Other Capital Outlays</b> 19278 - Milestone Contractors, LP		L 20-CCMG 2022-2 WInslow Rd Resurfacing-8/26-11/28/23-App BC #2-Final	2023-016 02/02/2024	22,225.33
		Account 54510 - Other Capital Outlays Totals	Invoice 1	\$22,225.33
		Program <b>020000 - Main</b> Totals	Invoice 24	\$37,525.40



			Thronce Dute Rung	
				02/02/24
		Department 02 - Public Works Totals	Invoice 24	\$37,525.40
Department 03 - City Clerk			÷	
Program 030000 - Main Account 53910 - Dues and Subscriptions				
3913 - Indiana League Of Municipal Clerks & Treasurers	2024 Due	es 03-ILMCT 2024 dues Bolden, McDowell, Crossley, Stoll	02/02/2024	528.00
		Account 53910 - Dues and Subscriptions Totals	Invoice 1	\$528.00
Account 53990 - Other Services and Charges			<b>-</b>	
205 - City Of Bloomington	1-16-202	4 03-2024 SCCP - Black History Month Platinum Sponsorship	02/02/2024	2,000.00
		Account 53990 - Other Services and Charges Totals	Invoice 1	\$2,000.00
		Program <b>030000 - Main</b> Totals	Invoice 2	\$2,528.00
		Department 03 - City Clerk Totals	Invoice 2	\$2,528.00
Department 04 - Economic & Sustainable Dev			÷	
Program <b>040000 - Main</b> Account <b>52110 - Office Supplies</b>				
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	161X-	04-Office supplies - tissues, key tags	02/02/2024	26.88
	3WMG- 4MHV			
651 - Engraving & Stamp Center, INC	45443	04-New Name Plates for Department Directory	02/02/2024	53.40
		Account 52110 - Office Supplies Totals	Invoice 2	\$80.28
Account 53310 - Printing			<del></del>	·
3892 - Midwest Color Printing, INC	INV-	04-Business Cards for Susan Coates (250)	02/02/2024	67.08
	19912 ESD			
53125 - Mr. Copy, INC	36649	04- ESD Promo Posters to hand out at Farmer's MarketINV	02/02/2024	34.20
53125 - Mr. Copy, INC	36683	36649 04- Printing posters for Busk to Dusk event INV 36683	02/02/2024	129.60
53125 - Mr. Copy, INC	36809	04-Science & Scale Mural Poster	02/02/2024	95.40
		Account E2210 Drinting Table	Inveice 4	\$326.28
Account 53910 - Dues and Subscriptions		Account <b>53310 - Printing</b> Totals	Invoice 4	\$320.28
7656 - Brightly Software, INC	INV-	04-Annual Energy Management Software 01/01/24-12/31/24	02/02/2024	14,229.60
20E1 Community Climate Solutions	232388	04 2022 Engagement Sonvices	02/02/2024	1 250 00
8051 - Community Climate Solutions	1113	04-2023 Engagement Services	02/02/2024	1,250.00
6805 - Greater Indiana Clean Cities, INC	1184	04-Leader-Event Sponsorship	02/02/2024	1,500.00



# **Board of Public Works Claim** Register

Invoice Date Range 01/20/24 -

				02/02/24
7080 - Urban Sustainability Directors Network		9 04-USDN 2024 Annual Member Dues	02/02/2024	1,980.00
	OKBV	Account 53910 - Dues and Subscriptions Totals	Invoice 4	\$18,959.60
Account <b>53960 - Grants</b> 4397 - A & D Cycling Enterprises, LLC (Revolution Bike )	491	04-E-Bike Voucher Program Grant Agreement 2024	02/02/2024	2,500.00
5936 - Emily Wilson Gillespie	090523	04-Design & Artwork for 2024 Bike to Earth Day Poster	02/02/2024	500.00
9095 - Arkady Roytman	BACGRAN T-2023	04: BAC Emerging Artist Grant - Arkady Roytman	02/02/2024	1,000.00
	1 2025	Account <b>53960 - Grants</b> Totals	Invoice 3	\$4,000.00
Account <b>53970 - Mayor's Promotion of Business</b> 8292 - Bloomington Rotary Club	33285	04-Membership fees and attendance 2nd QTR fees	02/02/2024	99.50
8292 - Bloomington Rotary Club	33577	04-Rotarian Meal -J. Jackson-10/24/23	02/02/2024	15.11
8292 - Bloomington Rotary Club	33696	04-Rotarian Meal -J. Jackson-11/14/23	02/02/2024	15.11
8292 - Bloomington Rotary Club	33794	04-Rotarian Meal -J. Jackson-11/28/23	02/02/2024	15.11
8292 - Bloomington Rotary Club	33844	04-Rotarian Meal -J. Jackson-12/5/23	02/02/2024	15.11
8292 - Bloomington Rotary Club	34076	04-3rd Qtr District/International/Club Dues-1/3/24	02/02/2024	99.50
9130 - The Village Deli INC	100	04-2023 Kirkwood Conversion DBI Beautification Grant	02/02/2024	500.00
		Account 53970 - Mayor's Promotion of Business Totals	Invoice 7	\$759.44
		Program <b>040000 - Main</b> Totals	Invoice 20	\$24,125.60
Program 04TECH - Trades Tech Center Account 53990 - Other Services and Charges				
18844 - First Financial Bank, N.A.	HFITECHO TR-App 3	C 04-Harrell-Fish (HFI) Escrow-Tech Ctr-App 3	02/02/2024	408.00
321 - Harrell Fish, INC (HFI)	HFITECHO TR-App 3	C 04-Mechanical Contractor Work-Tech Ctr-Proj 004307App 3	02/02/2024	7,752.00
595 - Weddle Bros Construction Co., INC	106010	04-Trades District Tech Ctr Management - Pay App #6	02/02/2024	43,931.13

Account 53990 - Other Services and Charges Totals

\$52,091.13

\$52,091.13

Invoice 3

Invoice 3



Invoice Date Range 01/20/24 -

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				02/02/24
		Department 04 - Economic & Sustainable Dev Totals	Invoice 23	\$76,216.73
Department 05 - Common Council			÷	
Program <b>050000 - Main</b>				
Account 53960 - Grants 1138 - BCT Management, INC	1181	05-Buskirk-Chumley Theater Program Support: Q1 2024	02/02/2024	13,750.00
	1101		02,02,2021	-
		Account <b>53960 - Grants</b> Totals	Invoice 1	\$13,750.00
		Program <b>050000 - Main</b> Totals	Invoice 1	\$13,750.00
		Department 05 - Common Council Totals	Invoice 1	\$13,750.00
Department 06 - Controller's Office			÷	
Program 060000 - Main Account 53320 - Advertising				
6891 - Gatehouse Media Indiana Holdings	00060949	06-Public Notice for Add App 23-08 (Dec 3, 2023) #9576627	02/02/2024	63.75
-	21			+62.75
		Account <b>53320 - Advertising</b> Totals	Invoice 1	\$63.75
Account 53990 - Other Services and Charges 5648 - Reedy Financial Group, PC	10284	06-Annexation Consulting - billing through 12/31/23	02/02/2024	2,334.30
5040 - Reedy Hinancial Group, i e	10204	of Annexation Consulting - bining through 12/51/25	02/02/2024	2,334.30
		Account 53990 - Other Services and Charges Totals	Invoice 1	\$2,334.30
		Program <b>060000 - Main</b> Totals	Invoice 2	\$2,398.05
		Department 06 - Controller's Office Totals	Invoice 2	\$2,398.05
Department 07 - Engineering			÷	
Program 070000 - Main				
Account <b>52420 - Other Supplies</b> 8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	13FX-	07-65" TV,Cable, Mounting bracket for Andrew's Office	02/02/2024	1,056.97
	DLTG-	, , ,		,
52580 - Jamar Technologies, INC	91JX 0062779	07-Pinnacle Classifier, 50' precision cut mini tubes	02/02/2024	5,021.00
J2500 - Janiai Technologies, Inc	0002775	or a minucle classifier, so precision cut mini tubes	02/02/2024	5,021.00
7149 - Namify, LLC	10645067	07-Name badge (D. Tahir)	02/02/2024	16.35
53442 - Paragon Micro, INC	S5143769	07-Monitor (J. Inman) and Webcam (A. Cibor)	02/02/2024	464.98
		Account ED400 Other Councilies Table	Taurian A	
Assess 52240 Enciple ( Cit		Account <b>52420 - Other Supplies</b> Totals	Invoice 4	\$6,559.30
Account <b>53240 - Freight / Other</b> 52580 - Jamar Technologies, INC	0062779	07-Pinnacle Classifier, 50' precision cut mini tubes	02/02/2024	179.00
	3002,79			
		Account 53240 - Freight / Other Totals	Invoice 1	\$179.00



Invoice Date Range 01/20/24 - 02/02/24

					02/02/21
Account <b>53320 - Advertising</b> 6891 - Gatehouse Media Indiana Holdings	00060951 36	07-Legal Ad Morningside Dr, Downtown Parking Impr, Hawthrone		02/02/2024	597.92
	50	Account 53320 - Advertising Totals	invoi	ce 1	\$597.92
Account 54310 - Improvements Other Than Building 5409 - VS Engineering, INC	536402	07-Crosswalk PH 2 (PE) billing thru 11/30/23	BC 2022-136	02/02/2024	51,495.00
		Account 54310 - Improvements Other Than Building Totals	i Invoi	ce 1	\$51,495.00
		Program <b>070000 - Main</b> Totals	 Invoi	ce <b>7</b>	\$58,831.22
		Department 07 - Engineering Totals	– Invoi	ce <b>7</b>	\$58,831.22
Department <b>10 - Legal</b> Program <b>100000 - Main</b> Account <b>53120 - Special Legal Services</b> <b>19660 - Bose McKinney &amp; Evans, LLP</b>	870120	10- legal services-Alcoholic Beverage Permit-Civic Ctr-12/18/23	÷	02/02/2024	149.00
208 - City Of Bloomington Utilities	2024-	10-Pd Barnes & Thornburg legal inv-Legal Dept to reimb.		02/02/2024	3,315.00
0000 Amy Kathleen Erler	0000001	10 Transavist of Cuttors and for		02/02/2024	220.70
9090 - Amy Kathleen Erler	1	10-Transcript of Cutters case fee		02/02/2024	239.76
608 - Krieg Devault, LLP	552165	10- legal services Governmental affairs-November 2023		02/02/2024	2,500.00
608 - Krieg Devault, LLP	552588	10-legal services Governmental Affairs-December 2023		02/02/2024	2,500.00
		Account 53120 - Special Legal Services Totals	s Invoi	ce 5	\$8,703.76
		Program <b>100000 - Main</b> Totals	Invoi	ce 5	\$8,703.76
		Department <b>10 - Legal</b> Totals	i Invoi	ce <b>5</b>	\$8,703.76
Department <b>11 - Mayor's Office</b> Program <b>110000 - Main</b> Account <b>43310 - Application Fee</b> 259 - Indiana Association Of Cities & Towns (AIM)	104210	11-Mayor's School fee for attendance for G. Knapp	÷	02/02/2024	199.00
	10.210				
		Account 43310 - Application Fee Totals	Invoi	ce 1	\$199.00
Account <b>52420 - Other Supplies</b> 8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1RCD- D9F4-	11-iPhone 14 case and Apple USB-C power adapter charger		02/02/2024	32.99
4549 - Kroger Limited Partnership I	46XR 090147	11-purchase of donuts for Public Works Div Town Mtg-1/11/24		02/02/2024	38.93
		Account 52420 - Other Supplies Totals	Invoi	ce 2	\$71.92



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				02/02/24
		Program <b>110000 - Main</b> Totals	Invoice 3	\$270.92
		Department 11 - Mayor's Office Totals	Invoice 3	\$270.92
Department <b>12 - Human Resources</b> Program <b>120000 - Main</b> Account <b>52110 - Office Supplies</b>			<b></b>	
6530 - Office Depot, INC	34619474 4001	12-2 office chairs	02/02/2024	499.98
	1001	Account 52110 - Office Supplies Totals	Invoice 1	\$499.98
Account <b>53990 - Other Services and Charges</b> 585 - Bloomington Public Transportation Corporation	10588	12-City Employee Pass Program July-Sept 2023	02/02/2024	223.50
585 - Bloomington Public Transportation Corporation	10626	12-City Employee Pass Program Oct-December 2023	02/02/2024	284.25
		Account 53990 - Other Services and Charges Totals	Invoice 2	\$507.75
		Program <b>120000 - Main</b> Totals	Invoice 3	\$1,007.73
		Department 12 - Human Resources Totals	Invoice 3	\$1,007.73
Department <b>13 - Planning</b> Program <b>130000 - Main</b> Account <b>53320 - Advertising</b>			- ··	
6891 - Gatehouse Media Indiana Holdings	00060950 31	13-Legal Publication in HT for AA-45-23 & V-41-23	02/02/2024	60.76
	•-	Account 53320 - Advertising Totals	Invoice 1	\$60.76
		Program <b>130000 - Main</b> Totals	Invoice 1	\$60.76
Program 132000 - MPO Account 53910 - Dues and Subscriptions			<b>-</b>	
17974 - National Assoc. Of Regional Councils	1860	13- Annual Membership Fee 2024 for Patrick Martin	02/02/2024	545.00
		Account 53910 - Dues and Subscriptions Totals	Invoice 1	\$545.00
		Program 132000 - MPO Totals	Invoice 1	\$545.00
		Department 13 - Planning Totals	Invoice 2	\$605.76
Department <b>19 - Facilities Maintenance</b> Program <b>190000 - Main</b> Account <b>52310 - Building Materials and Supplies</b>				
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1DDC- H49Y- 9H6K	19 - Toilet Paper Dispenser	02/02/2024	66.29
409 - Black Lumber Co. INC	561106	19 - Makita 18V blower kit	02/02/2024	198.97



				02/02/24
409 - Black Lumber Co. INC	561117	19 - assortment of alkaline batteries ( AAA, D, AA, C)	02/02/2024	221.12
409 - Black Lumber Co. INC	560740	19 - Werner 6' 300 lb Ladder	02/02/2024	266.91
409 - Black Lumber Co. INC	560768	19 - Brushes, flashlight, spade bits, hammer drill & other tools	02/02/2024	1,305.27
409 - Black Lumber Co. INC	560999	19-misc tools, ext cord, flashlight, electrical tape,pail	02/02/2024	1,245.35
		Account 52310 - Building Materials and Supplies Totals	Invoice 6	\$3,303.91
Account <b>52420 - Other Supplies</b> 8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1WXN- 4J3M-	19 - First aid kits, Tool box organizer, raingear	02/02/2024	203.74
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	9MM6 1FJK- 47HT-	19 - various driver bits, saw blades	02/02/2024	492.25
177 - Indiana Oxygen Company, INC	KJW1 10299321	19-Welding Equipment-cylinders, helmets, mild steel	02/02/2024	729.74
		Account 52420 - Other Supplies Totals	Invoice 3	\$1,425.73
Account 52430 - Uniforms and Tools				
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1WMV- CVVM-	19-welder,tool batteries & hard hat	02/02/2024	1,329.85
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	4DGC 1CMP- NQTF-	19 -utility knives, wrench, safety rain jackets, canopy tent	02/02/2024	853.11
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	CC17 1FJK- 47HT-	19 - All terrain Dolly, blower nozzle adapter & cart	02/02/2024	930.46
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	63FF 1DTV- M41L-	19 - Drain Grate and Manhole Cover Lifter	02/02/2024	25.19
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	RWKY 1KPT- 6FC9-	19-drill bit, detector meter, cable cutter, portable generator	02/02/2024	865.75
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	RHDK 1TFF- NC34-	19 - meter box key	02/02/2024	31.98
19171 - Aramark Uniform & Career Apparel Group, INC		19 - Pants for R Flake - 1/11/2024	02/02/2024	12.41
19171 - Aramark Uniform & Career Apparel Group, INC		19-pants R. Flake-1/18/24	02/02/2024	12.41
	90			



Invoice Date Range 01/20/24 -

				02/02/24
8658 - Kleindorfer's Hardware LLC	769146	19 - Gloves & 800 lb hand truck	02/02/2024	131.47
8658 - Kleindorfer's Hardware LLC	769145	19-snow shovels, rakes, magnet stik, shovels	02/02/2024	400.20
		Account 52430 - Uniforms and Tools Totals	Invoice 10	\$4,592.83
Account <b>53140 - Exterminator Services</b> 51538 - Economy Termite & Pest Control, INC	59063	19-monthly pest control- 1/17/24	BC 2023-070 02/02/2024	75.00
		Account 53140 - Exterminator Services Totals	Invoice 1	\$75.00
Account 53610 - Building Repairs 7402 - Nature's Way, INC	63720	19- Monthly Plant Maintenance @ City Hall-1/1/24	BC 2023-102 02/02/2024	371.10
6688 - SSW Enterprises, LLC (Office Pride)	Inv-	19- SA Cleaning Services at ACC-Dec 2023	02/02/2024	1,322.76
6688 - SSW Enterprises, LLC (Office Pride)	181178 Inv-	19- SA Cleaning Services-City Hall-Dec 2023	02/02/2024	12,863.80
6688 - SSW Enterprises, LLC (Office Pride)	181180 Inv-	19- SA Cleaning Services-Fleet Maint-Dec 2023	02/02/2024	1,021.80
6688 - SSW Enterprises, LLC (Office Pride)	181182 Inv-	19- SA Cleaning Services-Sanitation-Dec 2023	02/02/2024	878.22
6688 - SSW Enterprises, LLC (Office Pride)	181184 Inv-	19-SA-monthly Cleaning-Street/Traffic Bldgs-Dec 2023	02/02/2024	1,567.80
	181185	Account 53610 - Building Repairs Totals	Invoice 6	\$18,025.48
		Program <b>190000 - Main</b> Totals	Invoice 26	\$27,422.95
		Department 19 - Facilities Maintenance Totals	Invoice 26	\$27,422.95
Department <b>26 - Parking</b> Program <b>26CRED - PARKING CRED</b> Account <b>54510 - Other Capital Outlays</b>			<b>-</b>	
8749 - Parksco LLC	967	26-Replace Barrier Strand at Morton Street Parking Garage	02/02/2024	4,200.00
		Account 54510 - Other Capital Outlays Totals	Invoice 1	\$4,200.00
		Program 26CRED - PARKING CRED Totals	Invoice 1	\$4,200.00
		Department 26 - Parking Totals	Invoice 1	\$4,200.00
Department <b>28 - ITS</b> Program <b>280000 - Main</b> Account <b>52110 - Office Supplies</b>			-	
6530 - Office Depot, INC	34618891 2001	28 -2024 Copy Paper Supply at Shower Building	02/02/2024	384.00

2001

Account 52110 - Office Supplies Totals Invoice 1

\$384.00



Invoice Date Range 01/20/24 - 02/02/24

				0=/0=/=:
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> 8538 - IDC Research, INC (International Data Corporation)		28- Government Insights Consulting-4/1/23-3/31/24	02/02/2024	29,000.00
	Acc	count 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice 1	\$29,000.00
Account <b>53640 - Hardware and Software Maintenance</b> 8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	17MY- 77RR-94J.	28 - Disk Drives for IU Datacenter Upgrade J	02/02/2024	1,439.88
4102 - Hyland Software, INC	LE01-	28 -Document Maintenance for OnBase-3/1/24-2/28/25	02/02/2024	39,507.38
3989 - Ricoh USA, INC		28 - City Civil Copier/Printer Maint 11/17/23-12/16/23	02/02/2024	154.89
3989 - Ricoh USA, INC	52 50686247 74-ITS	28-City Civil Copier/Printer Maint 11/17/23-12/16/23	02/02/2024	1,945.29
3989 - Ricoh USA, INC	50687017	28-4th St Garage Coper/Printer Maint 12/01/23-12/31/23	02/02/2024	26.60
8750 - Service Express, INC	76 413820	28 - Maintenance For Legacy Switches 01/01/24-03/31/24	02/02/2024	1,187.42
7961 - StarWind Software, INC	307884	28 - Starwind - Renewal of Nutanix license 2024	02/02/2024	7,000.00
	Ac	ccount 53640 - Hardware and Software Maintenance Totals	Invoice 7	\$51,261.46
Account 53910 - Dues and Subscriptions 8441 - Promevo Holdings, INC (Promevo, LLC)	231004	28 - Google Enter & gPanel Renewal & Archive Dec 2023	02/02/2024	130.06
8441 - Promevo Holdings, INC (Promevo, LLC)	231597	28 - Google Voice Monthly Sub Dec 2023	02/02/2024	72.28
		Account 53910 - Dues and Subscriptions Totals	Invoice 2	\$202.34
Account <b>54420 - Purchase of Equipment</b> 8437 - AVI Systems, INC	IN002872 9	28 - Chambers Room Monitor Repair-1/9/24	02/02/2024	435.00
53442 - Paragon Micro, INC		28 - Dell Latitude laptop	02/02/2024	408.00
		Account 54420 - Purchase of Equipment Totals	Invoice 2	\$843.00
		Program <b>280000 - Main</b> Totals	Invoice 13	\$81,690.80
		Department <b>28 - ITS</b> Totals	Invoice 13	\$81,690.80
		Fund 101 - General Fund (S0101) Totals	Invoice 147	\$327,782.29
Fund 1F2 LIT Fearrantic Development			- ··	

Fund **153 - LIT – Economic Development** Department **04 - Economic & Sustainable Dev** Program **040000 - Main** Account **53960 - Grants** 



Invoice Date Range 01/20/24 -

				02/02/24
4505 - Bicycle Garage, INC	1001	04- E-Bike Voucher Program Grant Agreement 2023	02/02/2024	500.00
8075 - IFF (IFF Real Estate Services LLC)	INV-	04-Service Agreement for SEEL Assessments-Dec 2023	02/02/2024	4,417.50
8533 - Corinne Jones	002553 BACGRAN	04: Public Art Grant - Corinne Jones	02/02/2024	1,000.00
8489 - MPI Solar, LLC	T-2023 1159	04-SEEL Solar -Chubbies Diner-Installation of Solar PV System	02/02/2024	25,000.00
8489 - MPI Solar, LLC	1163	04-SEEL Solar-Stampfli Assoc-Installation of Solar PV System	02/02/2024	25,000.00
8448 - TEN31 Marketing LLC	2804	04-Marketing Services for GoBloomington Dec 2023	02/02/2024	271.33
2902 - WFHB Bloomington Community Radio, INC	121523- WFHBGra	04-Operations Grant/Youth Radio Coordinator	02/02/2024	7,500.00
9131 - Tristra M Yeager (Newyear Media)		04-BAC Emerging Artists Grant - Tristra Yeager	02/02/2024	500.00
	T-2023	Account 53960 - Grants Totals	Invoice 8	\$64,188.83
		Program <b>040000 - Main</b> Totals	Invoice 8	\$64,188.83
		Department 04 - Economic & Sustainable Dev Totals	Invoice 8	\$64,188.83
Department <b>12 - Human Resources</b> Program <b>120000 - Main</b> Account <b>53990 - Other Services and Charges</b>			<b>-</b>	
19660 - Bose McKinney & Evans, LLP	870471	12-employment law consultation- December 2023	02/02/2024	825.50
6343 - Tania Daffron	1-16-2024	12-T Daffron Education Reimbursement -2024	02/02/2024	1,458.00
9122 - Governmentjobs.com, INC (NEOGOV)	INV-	12-Applicant tracking software&related services 8/17/23-	02/02/2024	38,705.00
3068 - Brian Scott Oldham	37884 Fall 2023	8/16/24 12-S Oldham Education Reimbursement -2/2/24	02/02/2024	1,108.36
		Account 53990 - Other Services and Charges Totals	Invoice 4	\$42,096.86
		Program 120000 - Main Totals	Invoice 4	\$42,096.86
		Department 12 - Human Resources Totals	Invoice 4	\$42,096.86
		Fund 153 - LIT – Economic Development Totals	Invoice 12	\$106,285.69
			÷	

Fund **160 - IFA CoronaVirus Relief Fnd21.019** Department **06 - Controller's Office** Program **G20018 - IFA Corona Virus Relief Fund** Account **53990 - Other Services and Charges** 

Invoice Date Range 01/20/24 -

			Involce Dute Rung	C 01/20/21
				02/02/24
250 - Crowe LLP	CI-24776	12 - Classification and Compensation Study 2023 - 10/1 - 11/30/2	02/02/2024	4,593.25
		Account 53990 - Other Services and Charges Totals	Invoice 1	\$4,593.25
		Program G20018 - IFA Corona Virus Relief Fund Totals	Invoice 1	\$4,593.25
		Department 06 - Controller's Office Totals	Invoice 1	\$4,593.25
		Fund 160 - IFA CoronaVirus Relief Fnd21.019 Totals	Invoice 1	\$4,593.25
Fund <b>176 - ARPA Local Fiscal Recvry (S9512)</b> Department <b>04 - Economic &amp; Sustainable Dev</b> Program <b>G21005 - ARPA COVID Local Fiscal Recovery</b> Account <b>53310 - Printing</b>			<b>-</b>	
8448 - TEN31 Marketing LLC	2804	04-Marketing Services for GoBloomington Dec 2023	02/02/2024	10,491.17
		Account 53310 - Printing Totals	Invoice 1	\$10,491.17
	I	Program G21005 - ARPA COVID Local Fiscal Recovery Totals	Invoice 1	\$10,491.17
		Department 04 - Economic & Sustainable Dev Totals	Invoice 1	\$10,491.17
Department 20 - Street Program G21005 - ARPA COVID Local Fiscal Recovery Account 52420 - Other Supplies			<b>T</b>	
793 - Indiana Safety Company, INC		- 20-Asphalt lutes for paving	02/02/2024	610.70
4574 - John Deere Financial f.s.b. (Rural King)	IN 209403	20-103 Gas Fuel Tank & Pump for Asph Crew, incl credit of 899.98	02/02/2024	899.98
13706 - Sunbelt Rentals, INC	14915290 0-0001	0 20-Honda 4 Cycle Plate Compactor	02/02/2024	2,450.00
	0 0001	Account 52420 - Other Supplies Totals	Invoice 3	\$3,960.68
	I	Program G21005 - ARPA COVID Local Fiscal Recovery Totals	Invoice 3	\$3,960.68
		Department 20 - Street Totals	Invoice 3	\$3,960.68
		Fund 176 - ARPA Local Fiscal Recvry (S9512) Totals	Invoice 4	\$14,451.85
Fund <b>312 - Community Services</b> Department <b>09 - CFRD</b> Program <b>090002 - Com Serv - MLK Comm</b> Account <b>52420 - Other Supplies</b>			- U	
11693 - The Award Center, INC	62071	09-MLK Jr. Legacy Award Black Matte Plaque for 2024 Winner	02/02/2024	60.00
6284 - VTG Enterprises, LLC (PopKorn)	2308	09-250 small bags of Popcorn for Guests-2024 MLK Jr. Event	02/02/2024	375.00
		Account 52420 - Other Supplies Totals	Invoice 2	\$435.00
			- ··	

Account 53990 - Other Services and Charges

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Invoice Date Range 01/20/24 -

			involce Date Range	
1138 - BCT Management, INC	1187	09-Buskirk Chumley Theatre Rental for MLK Event-Remainder	02/02/2024	02/02/24 850.50
203 - INDIANA UNIVERSITY	93506810	09-African American Choral Ensemble Performance-2024 MLK Jr Dav	02/02/2024	900.00
1815 - Michael Shermis	031941	09-Parking Fee Reimbursement-2024 MLK Jr Event	02/02/2024	6.00
		Account 53990 - Other Services and Charges Totals	Invoice 3	\$1,756.50
		Program 090002 - Com Serv - MLK Comm Totals	Invoice 5	\$2,191.50
Program 090016 - Com Serv - Safe & Civil Account 52420 - Other Supplies			<b>-</b> ··	
11693 - The Award Center, INC	62064	09-Black History Month 2024-Award Plaques, Name Plates	02/02/2024	358.00
		Account 52420 - Other Supplies Totals	Invoice 1	\$358.00
		Program 090016 - Com Serv - Safe & Civil Totals	Invoice 1	\$358.00
		Department <b>09 - CFRD</b> Totals	Invoice 6	\$2,549.50
		Fund 312 - Community Services Totals	Invoice 6	\$2,549.50
Fund <b>401 - Non-Reverting Telecom (S1146)</b> Department <b>25 - Telecommunications</b> Program <b>254000 - Infrastructure</b> Account <b>53640 - Hardware and Software Maintenance</b> <b>902 - Indiana Underground Plant Protection Service, INC</b>	111664	25 - BDU 811 Line Location Service Dec 2023	02/02/2024	249.85
13482 - Northern Lights Locating & Inspection, INC	16507	25 - BDU Line Locates & Emerg Call Fees Dec 2023	02/02/2024	2,500.00
	Ac	count 53640 - Hardware and Software Maintenance Totals	Invoice 2	\$2,749.85
Account <b>53750 - Rentals - Other</b> 12283 - Smithville Communications	401NMRT N-010124	25 - Smithville - Internet January 2024	01/24/2024	3,214.27
		Account 53750 - Rentals - Other Totals	Invoice 1	\$3,214.27
Account <b>54310 - Improvements Other Than Building</b> 8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1611- 9HDV-	25 - 2 Boxes RJ45 Connectors	02/02/2024	17.38
	DD9F	Account 54310 - Improvements Other Than Building Totals	Invoice 1	\$17.38
		Program 254000 - Infrastructure Totals	Invoice 4	\$5,981.50
Program 256000 - Services			÷	

Program 256000 - Services Account 53150 - Communications Contract



				02/02/24
4170 - Comcast Cable Communications, INC	11906267 04121823	25 - Comcast Internet - 401 N Morton-January 2024	01/24/2024	213.40
4170 - Comcast Cable Communications, INC	11906267 04-11824	25 - Comcast Internet - 401 N Morton-February 2024	01/24/2024	213.40
4170 - Comcast Cable Communications, INC	11909889 55-11324	25-Internet-627 N Morton-01/17-02/16/2024	01/24/2024	278.40
4170 - Comcast Cable Communications, INC	11909146 70122323	28 - 3550 N. Kinser Cascades Clubhouse-12/27/23-01/26/24	01/24/2024	110.35
4170 - Comcast Cable Communications, INC		28-3940 N Kinser Pike-business serv./equip chgs-01/21- 02/20/24	01/24/2024	169.86
12283 - Smithville Communications	401NMRT N-010124	25 - Smithville - Internet January 2024	01/24/2024	1,375.00
		Account 53150 - Communications Contract Totals	Invoice 6	\$2,360.41
		Program 256000 - Services Totals	Invoice 6	\$2,360.41
		Department 25 - Telecommunications Totals	Invoice 10	\$8,341.91
		Fund 401 - Non-Reverting Telecom (S1146) Totals	Invoice 10	\$8,341.91
Fund <b>451 - Motor Vehicle Highway(S0708)</b> Department <b>20 - Street</b> Program <b>200000 - Main</b> Account <b>52110 - Office Supplies</b> 8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1TR3- LL1F-QL3I	20-Charger & Otterbox/Cell phone for Tony Carroll	02/02/2024	56.26
		Account 52110 - Office Supplies Totals	Invoice 1	\$56.26
Account <b>52210 - Institutional Supplies</b> 313 - Fastenal Company	INBLM233 370	20-gloves, safety glasses	02/02/2024	156.09
	570	Account 52210 - Institutional Supplies Totals	Invoice 1	\$156.09
Account <b>52420 - Other Supplies</b> 8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1HRY- 9T7W- TGC7	20-Durasack Heavy Duty sand bags	02/02/2024	36.99
409 - Black Lumber Co. INC	562240	20-Extension cords/trucks (winter)	02/02/2024	221.82



			Involce Date Rang	02/02/24
409 - Black Lumber Co. INC	562916	20-Truck plug-ins-extension cord	02/02/2024	34.99
409 - Black Lumber Co. INC	562375	20-(2) Lith Battery for traffic building	02/02/2024	5.98
409 - Black Lumber Co. INC	563032	20-(4)toilet paper, (2)mirror holders, (5)towels for Traffic	02/02/2024	27.89
409 - Black Lumber Co. INC	563039	20-Ratchet straps for truck 4961	02/02/2024	54.96
455 - Industrial Service & Supply, INC	79999	20-Plastic Cam-loc for brine tank	02/02/2024	51.34
4574 - John Deere Financial f.s.b. (Rural King)	215481	20-White thread paste for brine machine	02/02/2024	5.98
		Account 52420 - Other Supplies Totals	Invoice 8	\$439.95
Account <b>53320 - Advertising</b> 6891 - Gatehouse Media Indiana Holdings	00060238 27	20-Pub ITB for Muni Solid Waste & Rec & ITB for Alley Reno	02/02/2024	629.12
	27	Account 53320 - Advertising Totals	Invoice 1	\$629.12
Account <b>53920 - Laundry and Other Sanitation Service</b> 19171 - Aramark Uniform & Career Apparel Group, INC		20-mat/towel service-1/3/24	02/02/2024	38.47
19171 - Aramark Uniform & Career Apparel Group, INC		20-uniform rental (minus payroll ded)-1/10/24	02/02/2024	8.35
19171 - Aramark Uniform & Career Apparel Group, INC		20-mat/towel service-1/10/24	02/02/2024	38.47
19171 - Aramark Uniform & Career Apparel Group, INC		20-uniform rental (minus payroll ded)-1/3/24	02/02/2024	8.35
19171 - Aramark Uniform & Career Apparel Group, INC		20-mat/towel service-1/17/24	02/02/2024	38.47
19171 - Aramark Uniform & Career Apparel Group, INC		20-uniform rental (minus payroll ded)-1/17/24	02/02/2024	8.35
		ount 53920 - Laundry and Other Sanitation Services Totals	Invoice 6	\$140.46
Account <b>53990 - Other Services and Charges</b> 902 - Indiana Underground Plant Protection Service, INC	111662	20-Line Locate Ticket Services for December 2023	02/02/2024	505.40
19444 - Jeffery D Todd (Todd Septic Tank Service)	10874	20-Pump Salt Water Collection Tanks 12/18/23	02/02/2024	200.00
603 - Traffic Control Corporation	148459	20-School Beacon & PCSS Monitoring Conn & Support for 2024	02/02/2024	9,860.00
		Account 53990 - Other Services and Charges Totals	Invoice 3	\$10,565.40
		Program 200000 - Main Totals	Invoice 20	\$11,987.28



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				02/02/24
		Department <b>20 - Street</b> Totals	Invoice 20	\$11,987.28
		Fund <b>451 - Motor Vehicle Highway(S0708)</b> Totals	Invoice 20	\$11,987.28
Fund <b>452 - Parking Facilities(S9502)</b> Department <b>26 - Parking</b> Program <b>260000 - Main</b> Account <b>43160 - Lot/Garage Leases - Annual</b>				
Brooke Levine	LEVINE- REFUND	26-Paid for January 2024 4th St Pkg Garage in error	02/02/2024	113.00
David McCrea		26-Cancelled end of July was charged for Aug-Nov 2023	02/02/2024	240.00
		Account 43160 - Lot/Garage Leases - Annual Totals	Invoice 2	\$353.00
Account <b>52310 - Building Materials and Supplies</b> 293 - J&S Locksmith Shop, INC	253168	26-fuel for leaf blowers for snow removal	02/02/2024	34.99
		Account 52310 - Building Materials and Supplies Totals	Invoice 1	\$34.99
Account <b>52430 - Uniforms and Tools</b> 3588 - Cintas Corporation (Cintas #529 EFT Vendor)	19044576 59	26-(2) rugged carhartt caps	02/02/2024	44.08
3588 - Cintas Corporation (Cintas #529 EFT Vendor)		26- 2 ball caps for new garage staff	02/02/2024	41.88
		Account 52430 - Uniforms and Tools Totals	Invoice 2	\$85.96
Account <b>53610 - Building Repairs</b> 321 - Harrell Fish, INC (HFI)	W98696	26-Issues with Sump Pump at Trades Garage, 11/21/23	02/02/2024	500.00
		Account 53610 - Building Repairs Totals	Invoice 1	\$500.00
Account <b>53990 - Other Services and Charges</b> 6688 - SSW Enterprises, LLC (Office Pride)	Inv- 184081	26-4th St Garage-cleaning service-1/1/24	02/02/2024	100.00
	101001	Account 53990 - Other Services and Charges Totals	Invoice 1	\$100.00
		Program 260000 - Main Totals	Invoice 7	\$1,073.95
		Department 26 - Parking Totals	Invoice 7	\$1,073.95
		Fund 452 - Parking Facilities(S9502) Totals	Invoice 7	\$1,073.95
Fund <b>454 - Alternative Transport(S6301)</b> Department <b>05 - Common Council</b> Program <b>050000 - Main</b> Account <b>54310 - Improvements Other Than Building</b>	20126			1 040 00
10 - Bledsoe Riggert Cooper & James INC	29136	07-Overhill and Smith Sidewalks 25% comp-12/31/23 B	C 2023-033 02/02/2024	1,940.00

			involce Dute Rung	
				02/02/24
		Account 54310 - Improvements Other Than Building Totals	Invoice 1	\$1,940.00
		Program <b>050000 - Main</b> Totals	Invoice 1	\$1,940.00
		Department 05 - Common Council Totals	Invoice 1	\$1,940.00
Department <b>26 - Parking</b> Program <b>260000 - Main</b> Account <b>52110 - Office Supplies</b> 4574 - John Deere Financial f.s.b. (Rural King)	144996	26-totes for parking services documents	02/02/2024	52.42
	177990	20-totes for parking services documents	02/02/2024	JZ.7Z
		Account 52110 - Office Supplies Totals	Invoice 1	\$52.42
Account <b>53990 - Other Services and Charges</b> 6688 - SSW Enterprises, LLC (Office Pride)	Inv- 184081	26-4th St Garage-cleaning service-1/1/24	02/02/2024	77.40
		Account 53990 - Other Services and Charges Totals	Invoice 1	\$77.40
		Program 260000 - Main Totals	Invoice 2	\$129.82
		Department 26 - Parking Totals	Invoice 2	\$129.82
		Fund 454 - Alternative Transport(S6301) Totals	Invoice 3	\$2,069.82
Fund <b>455 - Parking Meter Fund(S2141)</b> Department <b>26 - Parking</b> Program <b>260000 - Main</b> Account <b>52110 - Office Supplies</b>				<i>(</i> <b>2</b> , <b>2</b> )
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1DLJ- WXW3- 6T6D	26-return of unwanted phone cords	02/02/2024	(23.97)
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1GFF- 4C71- 7YP9	26-office supplies, bathroom supplies, phone cord, ear piece	02/02/2024	312.47
4574 - John Deere Financial f.s.b. (Rural King)	144996	26-totes for parking services documents	02/02/2024	52.43
6530 - Office Depot, INC	34662216 0001	26-desk calendar for parking services	02/02/2024	9.99
	0001	Account 52110 - Office Supplies Totals	Invoice 4	\$350.92
Account <b>52420 - Other Supplies</b> 8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1GDT- F43T- 90KJ	26-cell phone cover for team leader Charlene Lawsons phone	02/02/2024	7.19
8658 - Kleindorfer's Hardware LLC	90KJ 768997	26-Light bulbs for parking	02/02/2024	12.98
8658 - Kleindorfer's Hardware LLC	770504	26-Mounting putty	02/02/2024	2.09





Invoice Date Range 01/20/24 -

	771150	20 Devices mater repair compliantes and place array driver	02/02/2024	02/02/24 12.78
8658 - Kleindorfer's Hardware LLC	771150	26-Parking meter repair supplies-long nose plier, screwdriver	02/02/2024	12.78
8658 - Kleindorfer's Hardware LLC	766182	26-(4) sand bags for parking truck	02/02/2024	34.00
		Account 52420 - Other Supplies Totals	Invoice 5	\$69.04
Account <b>53640 - Hardware and Software Maintenance</b> 54432 - T2 Systems, INC	R018684	26-ROVR hits for December 2023	02/02/2024	1,528.80
	Ad	ccount 53640 - Hardware and Software Maintenance Totals	Invoice 1	\$1,528.80
Account <b>53990 - Other Services and Charges</b> 6688 - SSW Enterprises, LLC (Office Pride)	Inv- 184081	26-4th St Garage-cleaning service-1/1/24	02/02/2024	309.60
		Account 53990 - Other Services and Charges Totals	Invoice 1	\$309.60
		Program <b>260000 - Main</b> Totals	Invoice 11	\$2,258.36
		Department 26 - Parking Totals	Invoice 11	\$2,258.36
		Fund 455 - Parking Meter Fund(S2141) Totals	Invoice 11	\$2,258.36
Fund <b>521 - 2017 Refund 517 2011 DT Red Bond</b> Department <b>06 - Controller's Office</b> Program <b>060000 - Main</b> Account <b>53810 - Principal</b> <b>18844 - First Financial Bank, N.A.</b>	82081233 1-2/1/24	06-Refunding Downtown Redev. Bond of 2011-2/1/24	01/22/2024	355,000.00
		Account 53810 - Principal Totals	Invoice 1	\$355,000.00
Account <b>53820 - Interest</b> 18844 - First Financial Bank, N.A.	82081233 1-2/1/24	06-Refunding Downtown Redev. Bond of 2011-2/1/24	01/22/2024	96,671.97
		Account 53820 - Interest Totals	Invoice 1	\$96,671.97
		Program <b>060000 - Main</b> Totals	Invoice 2	\$451,671.97
		Department 06 - Controller's Office Totals	Invoice 2	\$451,671.97
		Fund 521 - 2017 Refund 517 2011 DT Red Bond Totals	Invoice 2	\$451,671.97
Fund <b>523 - 2019 4th St Garage (S )</b>			÷	

Fund **523 - 2019 4th St Garage (S )** Department **06 - Controller's Office** Program **060000 - Main** Account **53820 - Interest** 

Invoice Date Range 01/20/24 - 02/02/24

4740 - Bank Of New York	BLOOMTI 06-Bloomington RD Taxable TIRB 2019A-1-Feb 2024 R19A1-	01/22/2024	319,762.50
	224 Account <b>53820 - Interest</b> Totals	Invoice <b>1</b>	#210 7C2 F0
		÷	\$319,762.50
	Program <b>060000 - Main</b> Totals	Invoice 1	\$319,762.50
	Department 06 - Controller's Office Totals	Invoice 1	\$319,762.50
	Fund <b>523 - 2019 4th St Garage (S )</b> Totals	Invoice 1	\$319,762.50
Fund <b>524 - 2019 4th St Garage Tax (S )</b> Department <b>06 - Controller's Office</b> Program <b>060000 - Main</b> Account <b>53810 - Principal</b>			
4740 - Bank Of New York	BLOOMTA 06-Bloomington RD Taxable TIRB 2019A-Feb 2024 X19A2-	01/22/2024	580,000.00
	224 Account 53810 - Principal Totals	Invoice <b>1</b>	\$580,000.00
Account 53820 - Interest		÷	
4740 - Bank Of New York	BLOOMTA 06-Bloomington RD Taxable TIRB 2019A-Feb 2024 X19A2- 224	01/22/2024	13,020.00
	224 Account <b>53820 - Interest</b> Totals	Invoice 1	\$13,020.00
	Program <b>060000 - Main</b> Totals	Invoice 2	\$593,020.00
	Department <b>06 - Controller's Office</b> Totals	Invoice 2	\$593,020.00
	Fund <b>524 - 2019 4th St Garage Tax (S )</b> Totals	Invoice 2	\$593,020.00
Fund <b>525 - 2019 Trades Garage (S )</b> Department <b>06 - Controller's Office</b> Program <b>060000 - Main</b> Account <b>53820 - Interest</b>		<b>-</b>	
4740 - Bank Of New York	BLOOMTI 06-Bloomington Rd TIRB 2019B (Trades)-Feb 2024 RB19B- 224	01/22/2024	268,412.50
	Account <b>53820 - Interest</b> Totals	Invoice 1	\$268,412.50
	Program <b>060000 - Main</b> Totals	Invoice 1	\$268,412.50
	Department 06 - Controller's Office Totals	Invoice 1	\$268,412.50
	Fund 525 - 2019 Trades Garage (S ) Totals	Invoice 1	\$268,412.50
Fund 601 - Cumulative Capital Devlp(S2391)		÷	

Department **02 - Public Works** Program **020000 - Main** 



Invoice Date Range 01/20/24 - 02/02/24

Account 53990 - Other Services and Charges					
467 - Groomer Construction, INC	202117	20- BC 2023-019 Sidewalk Assistance 50/50 Services-12/27/23	BC 2023-019	9 02/02/2024	99,982.05
		Account 53990 - Other Services and Charges Totals	s Inv	oice 1	\$99,982.05
		Program <b>020000 - Main</b> Totals	Inv	voice 1	\$99,982.05
		Department 02 - Public Works Totals	Inv	voice 1	\$99,982.05
Department <b>07 - Engineering</b> Program <b>070000 - Main</b> Account <b>54310 - Improvements Other Than Building</b> 5999 - The Etica Group, INC		.0 07-Greenways (Eagle Ridge)- 12/1-12/31/23	BC 2022-13	5 02/02/2024	5,000.00
	0-33	Account 54310 - Improvements Other Than Building Totals	s Inv	oice 1	\$5,000.00
		Program <b>070000 - Main</b> Totals	÷ .	oice 1	\$5,000.00
		Department <b>07 - Engineering</b> Totals	÷ .	oice 1	\$5,000.00
		Fund 601 - Cumulative Capital Devlp(S2391) Totals	÷ .	oice 2	\$104,982.05
Fund <b>610 - Vehicle Replacement Fund(S0012)</b> Department <b>06 - Controller's Office</b> Program <b>060000 - Main</b> Account <b>54450 - Equipment</b>			÷ .		
4156 - Pyramid Equipment, INC	26502	06-'23 Freightliner Sideload Sanitiation Truck 3ALACYD29PDUM1797		02/02/2024	305,000.00
		Account 54450 - Equipment Totals	Inv	oice 1	\$305,000.00
		Program <b>060000 - Main</b> Totals	Inv	oice 1	\$305,000.00
		Department 06 - Controller's Office Totals	Inv	oice 1	\$305,000.00
		Fund 610 - Vehicle Replacement Fund(S0012) Totals	Inv	oice 1	\$305,000.00
Fund <b>730 - Solid Waste (S6401)</b> Department <b>16 - Sanitation</b> Program <b>160000 - Main</b> Account <b>52230 - Garage and Motor Supplies</b>					
476 - Southern Indiana Parts, INC (Napa Auto Parts)	555315	16-Antifreeze for trucks		02/02/2024	19.98
		Account 52230 - Garage and Motor Supplies Totals	Inv	oice 1	\$19.98
Account <b>52420 - Other Supplies</b> 4574 - John Deere Financial f.s.b. (Rural King)	211456	16-return 2 trash cans		02/02/2024	(49.98)
4574 - John Deere Financial f.s.b. (Rural King)	205544	16-fire nozzle, trash cans		02/02/2024	149.87



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			111101		02/02/24
8658 - Kleindorfer's Hardware LLC	770266	16-ice melt, blow torch		02/02/2024	57.97
		Account 52420 - Other Supplies Totals	s Invoi	ce 3	\$157.86
Account <b>53130 - Medical</b> 231 - IU Health OCC Health Services	00153547 00	- 16-DS DOT 5 Panel E Screen-J. McIntire-12/20/23	÷	02/02/2024	50.00
	00	Account 53130 - Medical Totals	s Invoi	ce 1	\$50.00
Account <b>53140 - Exterminator Services</b> 51538 - Economy Termite & Pest Control, INC	59018	16 - Exterminator services for sanitation 1-8-2024	BC 2023-070	02/02/2024	125.00
		Account 53140 - Exterminator Services Totals	s Invoi	ce 1	\$125.00
Account <b>53920 - Laundry and Other Sanitation Service</b> 19171 - Aramark Uniform & Career Apparel Group, INC		16-uniform rental (minus payroll ded)- 1/17/2024	÷	02/02/2024	7.97
19171 - Aramark Uniform & Career Apparel Group, INC	40801072	16-Mat Services - 01/17/2024		02/02/2024	26.76
	36 Acc	ount 53920 - Laundry and Other Sanitation Services Totals	s Invoi	ce 2	\$34.73
Account 53950 - Landfill			÷		
52226 - Hoosier Transfer Station-3140	3140- 00002272 2	16-recycling fees-01/01-01/15/2024		02/02/2024	985.90
52226 - Hoosier Transfer Station-3140	3140- 00002271	16-trash disposal fee-1/1-1/15/24		02/02/2024	13,880.83
	7	Account <b>53950 - Landfill</b> Totals	s Invoi	ce 2	\$14,866.73
		Program <b>160000 - Main</b> Totals	s Invoi	ce 10	\$15,254.30
		Department 16 - Sanitation Totals	s Invoi	ce 10	\$15,254.30
		Fund 730 - Solid Waste (S6401) Totals	s Invoi	ce 10	\$15,254.30
Fund <b>800 - Risk Management(S0203)</b> Department <b>10 - Legal</b> Program <b>100000 - Main</b> Account <b>52430 - Uniforms and Tools</b>					
8613 - Crane's Leather & Shoe Shop, INC	7550	10-safety shoes-D. Donovan (10 D)-12/1/23		02/02/2024	100.00
8613 - Crane's Leather & Shoe Shop, INC	7566	10-safety shoes-K. Drescher (8M)-12/15/23		02/02/2024	100.00

SC102477 10-safety shoes-Serriere (11.5)-9/12/23

6

1448 - Shoe Carnival, INC

84.98

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1448 - Shoe Carnival, INC	SC103924	10-safety shoes-Newbill (5)-11/29/23	02/02/2024	100.00
1448 - Shoe Carnival, INC	4 SC103928 9	3 10-safety shoes-Eberle (12)-12/29/23	02/02/2024	100.00
	9	Account 52430 - Uniforms and Tools Totals	Invoice 5	\$484.98
Account <b>53130 - Medical</b> 2579 - Troy Brewer	PHYS CDL 2024	- 10-reimb for CDL physical-1/15/24	02/02/2024	100.00
21499 - Jeffrey Keith Mitchner	PHYS CDL 2024	- 10-reimb for CDL physical-1/11/24	02/02/2024	100.00
7234 - William A Porter, JR	PHYS CDL 2024	- 10-reimb for CDL physical-1/12/24	02/02/2024	100.00
8055 - Aaron C Stillions	PHYS CDL 2024	- 10-reimb for CDL physical-1/9/24	02/02/2024	100.00
		Account 53130 - Medical Totals	Invoice 4	\$400.00
Account 53420 - Worker's Comp & Risk 7792 - ONB Benefit Administration LLC (JWF Specialty)	BL201172 4	10- Workers Comp Payment (01.04.2024-01.10.2024)	<b>▼</b> .*	3,964.54
7792 - ONB Benefit Administration LLC (JWF Specialty)	-	10- Workers Comp Payment (12.21.2023-12.27.2023)		43.24
7792 - ONB Benefit Administration LLC (JWF Specialty)	BL201092 4	10- Workers Comp Payment (12.28.2023-01.03.2024)		1,067.83
7792 - ONB Benefit Administration LLC (JWF Specialty)	-	10- Workers Comp Payment (12.14.2023-12.20.2023		3,374.00
		Account 53420 - Worker's Comp & Risk Totals	Invoice 4	\$8,449.61
		Program <b>100000 - Main</b> Totals	Invoice 13	\$9,334.59
		Department <b>10 - Legal</b> Totals	Invoice 13	\$9,334.59
		Fund 800 - Risk Management(S0203) Totals	Invoice 13	\$9,334.59
Fund <b>801 - Health Insurance Trust</b> Department <b>12 - Human Resources</b> Program <b>120000 - Main</b> Account <b>53990 - Other Services and Charges</b>			<b></b>	
18539 - Life Insurance Company Of North America	January 2024	12-January 2024, Bill Ref # 103094_01012024	02/02/2024	3,895.50
8609 - LoCascio Hadden & Dennis, LLC (LHD Benefit Advisor		12-Employer Clinic Support - January 2024	02/02/2024	2,600.00





			Invoice Date N	
				02/02/24
		Account 53990 - Other Services and Charges Totals	s Invoice 2	\$6,495.50
Account <b>53990.1278 - Other Services and Charges Dis</b> 18539 - Life Insurance Company Of North America	January	12-January 2024, Bill Ref # 103094_01012024	02/02/202	4 10,562.53
Α	2024	00.1278 - Other Services and Charges Disability LTD Totals	s Invoice <b>1</b>	\$10,562.53
		Program <b>120000 - Main</b> Total	÷	\$17,058.03
		Department <b>12 - Human Resources</b> Total	÷	\$17,058.03
		Fund <b>801 - Health Insurance Trust</b> Total	s Invoice 3	\$17,058.03
Fund <b>802 - Fleet Maintenance(S9500)</b> Department <b>17 - Fleet Maintenance</b> Program <b>170000 - Main</b> Account <b>52230 - Garage and Motor Supplies</b> <b>4693 - Monroe County Tire &amp; Supply, INC</b>	069548	17 - repair/new tire unit 623	 02/02/202	4 265.81
4693 - Monroe County Tire & Supply, INC	069567	17 - tire repair/radial patch unit 864	02/02/202	
			02/02/202	
4693 - Monroe County Tire & Supply, INC	069539	17 - tires unit 706	02/02/202	4 495.88
		Account 52230 - Garage and Motor Supplies Totals	s Invoice <b>3</b>	\$921.44
Account <b>52240 - Fuel and Oil</b> 177 - Indiana Oxygen Company, INC	10311452	17 - propane (7) 1/3/24	02/02/202	4 196.35
7854 - Premier AG CO-OP, INC (Premier Energy)	1877943	17-B5 PDX4 clear winter on roadl fuel (7,362 gal)-1/8/24	BC 2023-105B 02/02/202	4 22,209.68
7854 - Premier AG CO-OP, INC (Premier Energy)	1877970	17 - unleaded fuel (8,109 gal)-Henderson-1/10/24	BC 2023-105B 02/02/202	4 22,362.19
7854 - Premier AG CO-OP, INC (Premier Energy)	1877969	17 - unleaded fuel (8,109 gal)-Adams St-1/10/24	BC 2023-105B 02/02/202	4 22,362.19
362 - Schaeffer Manufacturing Company		- 17 - 55 gallon drum full synthetic for stock	02/02/202	4 1,784.20
362 - Schaeffer Manufacturing Company		- 17 - 55 gal drum full synthetic, moly roller for police/street	02/02/202	4 2,634.28
	INV1	Account 52240 - Fuel and Oil Total	s Invoice <b>6</b>	\$71,548.89
Account 52320 - Motor Vehicle Repair 4150 - Alexander's LLC	128892-A	17 - paying remaining balance on inv (less due to CR)	 02/02/202	4 27.75
244 - Bloomington Ford, INC	5082117	17 - Latch for D140	02/02/202	4 105.84
244 - Bloomington Ford, INC	5082067	17 - Oil cooler Tube for P135	02/02/202	4 121.00



244 - Bloomington Ford, INC	5082143	17 - exhaust gas recirculation Valve for 1221	02/02/2024	02/02/24 126.41
941 - Central Indiana Truck Equipment Corporation	80254	17 - Bearing & relief w/screen for inventory	02/02/2024	271.78
5792 - Clark Truck Equipment Co., INC	63404	17 - (2) Bearings (1 1/4" & 3/4") for 410	02/02/2024	49.00
5792 - Clark Truck Equipment Co., INC	63310	17 - (2) bearing kits for 4961	02/02/2024	169.00
5792 - Clark Truck Equipment Co., INC	63275	17 - Chains for stock	02/02/2024	2,454.00
5792 - Clark Truck Equipment Co., INC	63276	17 - 1 1/8" Bore Sprocket for 828	02/02/2024	45.00
5792 - Clark Truck Equipment Co., INC	63194	17 - 1 1/2 x 8 Ram Assembly kit for 828	02/02/2024	220.00
8665 - Effingham Crossroads Truck Equipment INC	10454681	17 - #960 stop light switch	02/02/2024	14.01
51827 - Fire Service, INC	7 IN-11310	17 - Brake pad kit, brake rotor, wheel seal for 342	02/02/2024	2,194.95
455 - Industrial Service & Supply, INC	79992	17 - (6) ORB O-RING for unit 938	02/02/2024	10.08
796 - Interstate Battery System of Bloomington, INC		17 - batteries-1 31P-MHD	02/02/2024	141.00
796 - Interstate Battery System of Bloomington, INC	3 11510513	17 - batteries -8 31-MHD	02/02/2024	985.28
796 - Interstate Battery System of Bloomington, INC	30069484	17 - batteries for City vehicles, for stock	02/02/2024	1,227.11
11672 - Jack Doheny Companies, INC	214358	17 - Fuel cap, vented-chained for unit 467	02/02/2024	140.71
11672 - Jack Doheny Companies, INC	214981	17 - PL-LH LWR Deflector, WLDT-Clamp plate for unit 464	02/02/2024	178.51
6262 - Koenig Equipment, INC	P42514	17 - #518 Hood	02/02/2024	547.71
53385 - O'Reilly Automotive Stores, INC	1903-	17 - (2) Carbide Burr for shop	02/02/2024	72.00
53385 - O'Reilly Automotive Stores, INC	409872 1903-	17 - Carbide Burr, QC Adapter for shop	02/02/2024	87.09
53385 - O'Reilly Automotive Stores, INC	409875 1903-	17 - Bead Sealer for shop	02/02/2024	9.90
53385 - O'Reilly Automotive Stores, INC	411930 1903-	17 - Air filter for unit 784	02/02/2024	17.89
53385 - O'Reilly Automotive Stores, INC	410822 1903- 410923	17 - Pair Univers for unit 460	02/02/2024	25.59



				02/02/24
53385 - O'Reilly Automotive Stores, INC	1903-	17 - (3) Solenoid for stock	02/02/2024	100.26
53385 - O'Reilly Automotive Stores, INC	411614 1903- 400159	17-core return credits-Inv 1903-308478/1903-393537	02/02/2024	(200.00)
476 - Southern Indiana Parts, INC (Napa Auto Parts)	PARTS- DEC 2023	17 - various parts for December 2023	02/02/2024	13,530.59
582 - Town & Country Chrysler Dodge Jeep, INC	5075286	17 - C/member: front susp & (6) bolts for unit 1200	02/02/2024	1,280.04
622 - Truck Country of Indiana, INC (Stoops Freightliner	X3018290 67:01	17 - Head, 600R style for unit 4211	02/02/2024	110.39
622 - Truck Country of Indiana, INC (Stoops Freightliner		17 - (3)U-Joint Kit & (1) self-aligning cntr brng for unit 4211	02/02/2024	285.77
622 - Truck Country of Indiana, INC (Stoops Freightliner		17 - Valve ABS/Relay for unit 4211	02/02/2024	297.11
622 - Truck Country of Indiana, INC (Stoops Freightliner		17 - (2) Reman shoe kit returned	02/02/2024	(100.00)
622 - Truck Country of Indiana, INC (Stoops Freightliner		17 - (1) turbo charger AC returend	02/02/2024	(312.50)
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)		' 17 - Sensor ASM-Tire Press Ind for unit 784	02/02/2024	52.36
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)		5 17 - (6) Coil ASY - Ignition for unit 1221	02/02/2024	480.36
		Account 52320 - Motor Vehicle Repair Totals	Invoice 35	\$24,765.99
Account <b>52420 - Other Supplies</b> 409 - Black Lumber Co. INC	562287	17 - Hardware for shop	02/02/2024	13.16
7989 - Mark Garland (Mark Garland Enterprises, LLC)	01102423 604	17 - shop tool set	02/02/2024	55.00
7989 - Mark Garland (Mark Garland Enterprises, LLC)		17 - shop creepers	02/02/2024	2,630.00
177 - Indiana Oxygen Company, INC		17 - torch and welding gases 11/30/23	02/02/2024	279.90
8658 - Kleindorfer's Hardware LLC	770633	17 - (2) 14 mm bolts for unit P135	02/02/2024	11.60
8658 - Kleindorfer's Hardware LLC	766365	17 - (2) saw blades for unit 467	02/02/2024	48.98
8658 - Kleindorfer's Hardware LLC	766263	17 - Bolts for unit 467	02/02/2024	49.84
8181 - Lawson Products, INC	93111744 18	17 - (2) flap bank for shop	02/02/2024	47.85
8181 - Lawson Products, INC		17 - misc parts and shop supplies 12/19/23	02/02/2024	963.14



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					02/02/24
476 - Southern Indiana Parts, INC (Napa Auto Parts)	PARTS- DEC 2023	17 - various parts for December 2023		02/02/2024	3,974.96
6216 - Terminal Supply, INC	94498-00	17 - parts and shop supp;oes		02/02/2024	1,109.19
		Account 52420 - Other Supplies Totals	s Invoid	ce 11	\$9,183.62
Account <b>53130 - Medical</b> 231 - IU Health OCC Health Services	00153134 00	I- 17-J. Smith-DS DOT 5 Panel E Screen-12/8/23		02/02/2024	50.00
231 - IU Health OCC Health Services		3- 17-J. Smith-DS DOT 5 Panel E Screen-12/20/23		02/02/2024	50.00
		Account <b>53130 - Medical</b> Totals	s Invoid	ce 2	\$100.00
Account 53140 - Exterminator Services 51538 - Economy Termite & Pest Control, INC	59028	17-monthly pest control-1/16/24	BC 2023-070	02/02/2024	95.00
		Account 53140 - Exterminator Services Totals	s Invoid	ce 1	\$95.00
Account <b>53610 - Building Repairs</b> 321 - Harrell Fish, INC (HFI)	W98877	17 - repair of garage heater-1/3/24		02/02/2024	835.02
826 - Heflin Industries, INC	126887	17 - Installation of exhaust hood over welding area	BC 2023-056	02/02/2024	8,887.00
		Account 53610 - Building Repairs Totals	s Invoid	ce <b>2</b>	\$9,722.02
Account <b>53620 - Motor Repairs</b> 244 - Bloomington Ford, INC	6222716	17 - element & diesel fuel filters for 634	÷	02/02/2024	183.04
244 - Bloomington Ford, INC	6222561	17 - #635 nox module & nox trap temperature sensor and labor		02/02/2024	1,754.92
244 - Bloomington Ford, INC	6222193	17 - #634 replace turbo		02/02/2024	4,641.07
244 - Bloomington Ford, INC	6222340	17 - Water pump & radiator installed for P130		02/02/2024	5,300.83
244 - Bloomington Ford, INC	6221622	17 - #836 parts and labor for repair intake manifold		02/02/2024	5,363.72
941 - Central Indiana Truck Equipment Corporation	33976	17 - #959 main relief valve and labor		02/02/2024	325.00
4474 - Ken's Westside Service & Towing, LLC		17 - Unit #1215 tow - 01/01/24		02/02/2024	75.00
4474 - Ken's Westside Service & Towing, LLC		17 - Unit #1204 tow- 01/04/24		02/02/2024	95.00
	87038	Account 53620 - Motor Repairs Totals	s Invoid	ce 8	\$17,738.58

Account 53920 - Laundry and Other Sanitation Services



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	40001000 17. City position of uniform youtple $1/2/2024$	02/02/2024	02/02/24
19171 - Aramark Uniform & Career Apparel Group, INC	40801050 17 - City portion of uniform rentals - 1/3/2024 02	02/02/2024	20.02
19171 - Aramark Uniform & Career Apparel Group, INC	40801050 17 - mat rentals and shop towels-01/03/2024	02/02/2024	93.35
19171 - Aramark Uniform & Career Apparel Group, INC	01 40801060   17 - Mat & towel rentals - 1/10/2024 77	02/02/2024	93.35
	Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 3	\$206.72
Account <b>53990 - Other Services and Charges</b> 6891 - Gatehouse Media Indiana Holdings	00060238 20-Pub ITB for Muni Solid Waste & Rec & ITB for Alley Reno 27	02/02/2024	314.36
	Account 53990 - Other Services and Charges Totals	Invoice 1	\$314.36
	Program <b>170000 - Main</b> Totals	Invoice 72	\$134,596.62
	Department 17 - Fleet Maintenance Totals	Invoice 72	\$134,596.62
	Fund 802 - Fleet Maintenance(S9500) Totals	Invoice 72	\$134,596.62
Fund 804 - Insurance Voluntary Trust Department 12 - Human Resources Program 120000 - Main Account 53990.1271 - Other Services and Charges Se	ction 135 - UDM_ City		
17785 - The Howard E. Nyhart Company, INC	012124dai 12-City URM	01/22/2024	77.29
	ly	04 /00 /000 4	<b>co oo</b>
17785 - The Howard E. Nyhart Company, INC	012024dai 12-City URM Iy	01/22/2024	60.00
17785 - The Howard E. Nyhart Company, INC	011924dai 12-Utli URM ly	01/22/2024	973.00
17785 - The Howard E. Nyhart Company, INC	012224dai 12-City URM Iy	01/23/2024	59.03
17785 - The Howard E. Nyhart Company, INC	012424dai 12-City/Util URM Iv	01/25/2024	65.00
Account 53	990.1271 - Other Services and Charges Section 125 - URM- City Totals	Invoice 5	\$1,234.32
Account <b>53990.1272 - Other Services and Charges Se</b> 17785 - The Howard E. Nyhart Company, INC	012424dai 12-City/Util URM	01/25/2024	258.39
Account 53	ly 990.1272 - Other Services and Charges Section 125 - DDC- City Totals	Invoice 1	\$258.39
Account 53990.1273 - Other Services and Charges Te			
18539 - Life Insurance Company Of North America	January 12-January 2024, Bill Ref # 103094_01012024 2024	02/02/2024	20,423.21
	Account 53990.1273 - Other Services and Charges Term Life Totals	Invoice 1	\$20,423.21
Account 53990 1277 - Other Services and Charges Di	sahility STD	÷	

Account 53990.1277 - Other Services and Charges Disability STD



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18539 - Life Insurance Company Of North America January 12-January 2024, Bill Ref # 103094_01012024 2024			02/02/2024	10,096.19
	Account 53990.1277 - Other Services and Charges Disability STD Totals		Invoice 1	\$10,096.19
	Program <b>120000 - Main</b> Totals	÷	Invoice 8	\$32,012.11
	Department <b>12 - Human Resources</b> Totals	÷	Invoice 8	\$32,012.11
	Fund 804 - Insurance Voluntary Trust Totals	-	Invoice 8	\$32,012.11
Fund 007 From Dourl IT Doude of 2022		-		

Fund **987 - Econ Dev LIT Bonds of 2022** Department **06 - Controller's Office** Program **060000 - Main** Account **54510 - Other Capital Outlays 595 - Weddle Bros Construction Co., INC** 

106009	106009 06-Public Safety Improvements, App 6 (FS#1)		02/02/2024	84,928.00	
	Account 54510 - Other Capital Outlays Totals		Invoice 1	\$84,928.00	
	Program <b>060000 - Main</b> Totals	÷	Invoice 1	\$84,928.00	
	Department 06 - Controller's Office Totals	÷	Invoice 1	\$84,928.00	
	Fund 987 - Econ Dev LIT Bonds of 2022 Totals	-	Invoice 1	\$84,928.00	
	Grand Totals	- -	Invoice 337	\$2,817,426.57	