

Board of Public Works Meeting

July 16, 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 at april.rosenberger@bloomington.in.gov and provide your name, contact information, and a link to or description of the document or web page you are having problems with.

**REVISED AGENDA
BOARD OF PUBLIC WORKS
July 16, 2024**

A Regular Meeting of the Board of Public Work will be held **Tuesday, July 16, 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 Zoom by using the following link

<https://bloomington.zoom.us/j/84306389162?pwd=obMjhONUMiFh3YxGgSrl3XvEoziHDx.1>

Meeting ID: 843 0638 9162 Passcode: 821097

I. MESSAGES FROM BOARD MEMBERS

II. APPEALS

1. Appeal Notice of Violation #62024-05-2495; 706 W. 15th Street

III. PETITIONS AND REMONSTRANCES

IV. CONSENT AGENDA

1. Approval of Minutes; June 18, 2024
2. Resolution 2024-041; Banneker Block Party
3. Amendment #2 to CrossRoad Engineers, PC for Preliminary Engineering Services for the Hopewell West Project
4. Addendum #1 to 2024 Precision Concrete, Inc. Contract
5. Approval of Payroll

V. NEW BUSINESS

1. Resolution 2024-042; Written Approval of Payments Pre-Approved by Controller for Special Purchase
2. Resolution 2024-043; Approval of Special Purchase under Emergency Conditions for Storm Clean-Up
3. Street Sweeping Memorandum of Understanding between City of Bloomington Utilities and Public Works
4. Change Order #1 for Moores Pike Trail SE Park Improvements
5. Sidewalk and Lane Closure Request from Service Solutions of Bloomington on N. College Ave.
6. Contract E&B Paving for W 3rd St from Franklin Rd to Patterson Dr Project

VI. STAFF REPORTS & OTHER BUSINESS

VII. APPROVAL OF CLAIMS

VIII. ADJOURNMENT

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.

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

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

STAFF REPORT
Appeal of NOV
(Overgrowth)
Ticket # 62024-05-2648

Appellant Information:

Name: Fadhira Farfan
Address: 706 W. 15th St.
Bloomington, Indiana 47404
Date Appealed: 5/24/2024

NOV Information:

Date Issued: 5/16/2024
By: Rebecca Davis
Place: 706 W. 15th St. Bloomington, IN
For: Overgrown weeds, grass, or noxious plants

Attachments:

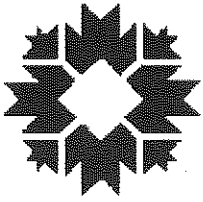
1. Notice of Violation
2. Written appeal by Mr. Davis
3. Property Report Card

Facts & Discussion:

1. Bloomington Municipal Code § 6.06.050 makes it unlawful “for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On May 2, 2024, a warning was posted on the door of Mr. Fadhira Farfan (“Appellant”) describing the violation of BMC § 6.06.050 as overgrowth. This warning was issued under ticket number #62024-05-2495.
3. On May 16, 2024, City of Bloomington Neighborhood Compliance Office Rebecca Davis did personally observe overgrown weeds, grass, or noxious plants located at the address of 706 W. 15th Bloomington, Indiana (the “Property”), took photos, and under ticket number #62024-05-2648 issued a Notice of Violation (the “NOV”).
4. Officer Davis took photographs of the condition of the property which depict the existence of said grass overgrowth above eight inches.
5. Mr. Fadhira Farfan is the owner of the Property and shall be considered a responsible party under 6.06.070(a).
6. Mr. Farfan timely appealed the NOV on May 24, 2024.
7. Substantial evidence supports a finding that the appeal should be denied as compliance did not occur.

Staff Recommendation:

1. The Appeal should be denied because the Notice of Violation warning and the subsequent fine were properly issued. Photographic evidence by the inspection officer shows the grass on the Property had been allowed to grow at or greater than eight inches despite warning. While today the property may be in compliance, it does not dismiss the fact that on May 16th, 2024, the property was out of compliance after having received a warning on May 2, 2024 requiring, “immediate compliance.”



Notice of Violation

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

Date 5/2/24 Time 9:21 am Address/location 706 W. 15th St 47404

Issued by: 219

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

Fine Due: \$15.00 Warning (No fine due at this time) Ticket# _____

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

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

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

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

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

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 62024-05-2495

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

Comments: _____

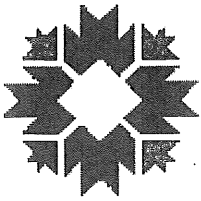
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address listed above. Please make check/money order payable to "The City of Bloomington." All fines listed above may be contested in the Monroe County Circuit Courts.
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. 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 NIKEETHA D'SOUZA, FADHIR HOSES
 Address 706 W. 15th St
 City Blmgt State IN
 Zip Code 47404

Agent Name _____
 Address _____
 City _____ State _____
 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/

Date 5/16/24 Time 2:35pm Address/location 706 W. 15th St 47404

Issued by: 219

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

Fine Due: \$15.00 Warning (No fine due at this time) Ticket# _____

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

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

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 62024-05-2648

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

Comments: _____

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please make check/money order payable to "The City of Bloomington."** All fines listed above may be contested in the Monroe County Circuit Courts.
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. 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 NIKEETHA D'SOUZA, FADHIR HOSES
 Address 706 W 15th St
 City Bloomington State IN
 Zip Code 47404

Agent Name _____
 Address _____
 City _____ State _____
 Zip Code _____

BPW: _____

Mail Copies To: Resident: _____ Owner: _____ Agent: _____

May 24, 2024

Bloomington HAND Appeal

From:

Fadhir Farfan
706 W 15th St
Bloomington, IN 47404



To:

Bloomington Housing and Neighborhood Development
401 N Morton St, Suite 130
Bloomington, IN 47404

To whom it may concern,

This is a formal appeal for the \$50 fine for not having my grass cut to the precision of the city law. The first warning was received on May 10th followed by a fine on the 17th. The grass was cut on May 11th to comply with the 'immediate' wording of the citation. Over the course of the week of the 17th, it rained Monday through Friday on and off all over Bloomington and this property. At around 3pm, during working hours on May 17th, a white truck pulled up where a lawn cop stepped out and issued a citation for non-compliance with this grass law. The grass was promptly cut that same day after I was home from work, it stopped raining, and the grass dried. I will add that last year, I did not own a lawn mower until the week of May 17th of last year when my grass was significantly taller and had not received or knew about this class discriminatory law.

All the possible citations listed on the sheet are class discriminatory and will always affect the poorer communities disproportionately, as most affluent residents will opt to have someone else regularly cut their lawns during business hours. I genuinely believed that Bloomington was a progressive blue dot in an ocean of red, but basic liberalism lines up with conservatism in terms of whom and what they do not want in their backyards as demonstrated with these laws. On top of these laws being traditional NIMBY restrictions, the act of citing and fining people for not cutting their grass on the city's schedule takes away the joy from cutting one's own grass. I will also add that I see lawn cops as a gross waste of human capital and Bloomington's taxes.

Today, May 24th, at around 11am, another white truck pulled up aggressively to inspect my lawn for compliance and did not issue any form for citation. The reason for the citation has been remedied and the fine should be lifted. More importantly, the laws should also be abolished.

Sincerely,

Fadhir Farfan

From:
Fadhir Farfan
706 W 15th St, Bloomington, IN 47404

To:
April Rosenberger
401 N Morton St, Suite 130, Bloomington, IN 47404

Hello,

Wow. There is an actual appeal form specifically for “excessive growth” citations, yet there is absolutely no mention of this form or how to access it on the mailed notice of violation (NOV). I never thought I would see a dark pattern being used by a municipal office, but here we are. Maybe it is not clear to you all that this is a deceptive design that is either intentionally misleading or obscure to trap more residents with fines. The NOV states that it can be appealed through a written appeal but does not mention there is a form with specific requirements that needed to be filled in and sent back. If there is a specific form that needs to be filled in, the NOV should explain how to access that form either on-line or in-person, unless you are purposely wanting to make it difficult for people to appeal, which seems to be the case. What makes this appeal even more misleading is that at the top right-hand corner of the NOV it gives the address for the Housing and Neighborhood Development Department but says the appeals must go through the City’s Board of Public Works. I believe that’s a clear example of misdirection as to which department one is supposed to appeal to considering I thought they were the same thing before I wrote the previous appeal.

The citation number is 62024-05-2495. My phone number is 8127270668 and nowhere on the form is there a spot for email, but since you requested it, it’s fadhir@gmail.com

On Friday June 14th at approximately 3pm a HAND officer knocked on my door who reiterated the need for us to complete the appeal form with more contact information and that my lawn was cut ‘incorrectly’ because I had not cut the slope that leads down from the road. At this point the law is vaguely attempting to argue what is and is not a weed as most of the grasses growing there are native Indiana grasses without specifying if ornamental grasses can be used as a form of bordering on a lawn. Instead of catering to the calls of an old angry white man about his non-white neighbor’s lawn, maybe focus more on the actual city problems, like houselessness.

Sincerely,

Fadhir Farfan

CITY OF BLOOMINGTON

Appeal of Excessive Growth Citation to the Board of Public Works

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

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

Name: Fadhi Farfan Phone Number 864-607-0722
Citation Number: 62024-05-2495 Date on Excessive Growth Citation: 5-17-24
(Located in the top right hand corner of the citation)

Local Address:

Permanent Address:

706 W 15th St
Bloomington, IN 47404

Today's Date: June 15th, 2024

Reason for Appeal: Attached

(You may continue on another page if necessary)

On this day, I submitted my completed appeal of Excessive Growth citation and received the date of 5-24-24
When the Board of Public Works will consider my appeal.

Fadhi Farfan
Signature

June 15th, 2024
Date

For use by Public Works:

Date Appeal Received: _____ Received By: _____
Date Appeal Forwarded to Legal Department: _____

**City of Bloomington’s Board of Public Works
Order on Appeal of Notice of Violation
Ticket #62024-05-2648**

This matter is before the Board of Public Works for Appeal of a Notice of Violation under ticket number #62024-05-2648 (the “NOV”) at 706 W. 15th St. Street, Bloomington, Indiana (the “Property”). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, July 16, 2024.

The Board of Public Works now finds as follows:

1. On May 2, 2024 a warning was posted at the door of 706 W. 15th St. Street, Bloomington, Indiana. (Hereinafter the “Property”). The property being owned by Mr. Fakhir Farfan (“Appellant”). The warning posted on the door detailed violations of BMC § 6.06.050 in that it is, “unlawful for the owner of any lot or tract of land of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On May 16, 2024, a Notice of Violation (“NOV”) under ticket number #62024-05-2648, issued a \$50.00 fine for failure to bring the property into compliance following the above mentioned warning and information of required action necessary in order to bring the property into compliance.
3. Neighborhood Enforcement Officer Rebecca Davis photographed the grass above 8 inches on May 16, 2024 at or about 2:36 p.m.
4. On May 24, 2024, Mr. (“Appellant”) did timely appeal the NOV.
5. Appellant is the owner of the Property and resides at the Property. Appellant is therefore a “responsible party” pursuant to BMC § 6.06.070 which provides: “the following persons shall be considered responsible parties, with liability for fines and responsibility for remedy of the violation: persons with any possessory interest in the property; property owner(s); and/or any persons who have caused the violation.”
6. It is a violation of BMC § 6.06.050 for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
7. There is substantial photo evidence to support a finding that Appellant did violate BMC § 6.06.050 regarding overgrowth of grass, weeds, or noxious plants.

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

_____ The appeal of NOV #62024-05-2648 is therefore denied.

_____ The appeal of NOV #62024-05-2648 is therefore upheld.

So Ordered this 16th Day of July, 2024.

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









The Board of Public Works meeting was held Tuesday, June 18, 2024 at 5:30 pm in the Council Chambers of City Hall at 401 N. Morton St., Bloomington, Indiana and virtually through Zoom with Kyla Cox Deckard presiding.

REGULAR MEETING OF THE BOARD OF PUBLIC WORKS

Present: Kyla Cox Deckard – In Person
James Roach – In Person

ROLL CALL

City Staff: Adam Wason – Public Works
April Rosenberger – Public Works
Rob Council – HAND
John Hewitt – HAND
Rebecca Davis -- HAND
Maria McCormick – Engineering
Jason Kerr – Engineering
Alex Gray – Engineering
Kyle Baugh – Engineering
Kendall Knoke – Engineering
Nick Spagnolo – Facilities

None

MESSAGES FROM BOARD MEMBERS

Rob Council, HAND, presented Abatement Request at 535 S. Walnut. See meeting packets for details.

TITLE VI ABATEMENTS
Abatement Request at 535 S. Walnut

Board Comments: Cox Deckard mentioned that during the work session they had some discussion on if there was any response from the property owners. Council stated we have not. Roach asked if the continuous abatement is necessary because of multiple violations, in Council’s opinion. Roach asked if that section is a different address than what’s being presented. Council answered yes, that it’s all under 535 S. Walnut, the Arby’s property, same owner. 541 S. Walnut does not have an address with the City of Bloomington because it’s a parcel. Karon asked does that mean part of the property has been cared for. Council said part of the property is in compliance but the other part is not.

Public Comment: Rodney Page, Representative for Arby’s, stated that they are based out of Dallas, and it is unknown who the New York information belongs to. A neighbor alerted them of what was going on. He went on to say that the fines incurred are unjust because no notices were received. Wason asked if he was familiar with Criptona 1976 Corp.? Page stated no. Wason explained that in the GIS system it indicates who owns the parcels. This is a company out of New York City, which are the property owners. Arby’s doesn’t own the property, but leases it. Wason said that this is where the confusion is because all the property records that we would utilize to reach out are being sent to New York. Wason addressed the Board and said even if the abatement is approved, the property owners still have a period of time to get into compliance before we would abate the property. The fines aren’t for Arbys, it’s for the property owners. Mr. Page stated the property is in compliance and has pictures. Wason asked John Hewitt, HAND, if he would like the Board to continue with an action tonight or wait, do an inspection and if we need to take action, come back at a subsequent meeting? Hewitt stated that he felt it would be in everyone’s best interest if we could have some kind of dialogue with the local representative of the person leasing the property. If necessary we can come back at a later date on this particular issue so it makes sense to everybody. Joe Davis spoke on the behalf of Arbys. He stated that he lives adjacent from the business. He stated as a witness that he can verify there is no garbage on the property at this time. The vegetation is compliant and under the height of eight inches.

Board Comments: Roach asked Wason if the request should be continued or tabled. Wason stated no action should be taken. Council from HAND has spoken with the leasee of the property and they have exchanged contact information. At this point and time we ask that no action be taken. Cox Deckard asked Wason if they would entertain a motion to table. Wason stated yes.

Roach made a motion to table Abatement Request at 535 S. Walnut. Cox Deckard seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Rebecca Davis, HAND, presented Abatement Request at 3621 N. Kinder Pike. See meeting packet for details.

Board Comments: Roach commented that they talked a little about this yesterday but asked if any direct contact had been made with the property owner. Davis stated not with the property owner but with the person living there. The property is in a trust the person is s related to the people who are connected with the trust. Roach asked if in the conversations coming into compliance had been discussed. Davis said yes and that she suggested getting a dumpster on May 23, 2024. When she went back on June 6, 2024 everything was still out. She drove by today as well; things have been collected to an area, but nothing was picked up. Roach asked if the Board approved the abatement would there be a lag time between the approval and when crew could do the abatement. Davis said that yes there would be and she thinks it's something like a week. Roach stated there would still be a possibility it could come into compliance. Davis confirmed.

Roach made a motion to approve the Abatement Request at 3621 N. Kinser Pike. Cox Deckard seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Public Comment: Joe Davis stated he is a resident at 530 S Washington St. and he said there are many problems with the issuance of notices of violation coming from HAND. He mentioned in the ordinance it has to state there be an end period to any compliance. He goes on to argue the point that a person can't be compliant if evidence or facts are not being presented. Davis said that this is a violation of Indiana Constitution for fair process and procedure. Davis goes on to say that HAND abuses their discretion and they don't follow their fine schedule. Davis asked that the processes be improved because he said that they are violating civil rights.

1. Approval of Minutes; June 04, 2024
2. Resolution 2024-035; Renew Mobile Vendor Rasta Pops
3. Resolution 2024-036; 2024 4th of July Parade
4. Resolution 2024-038; 2024 WFHB Block Rocker
5. Resolution 2024-039; Second Baptist Church Friends & Family Day
6. Approval of Payroll

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

Kendall Knoke, Engineering, presented Lighting Plan for Hopewell West. See meeting packet for details.

Board Comments: None

Roach made a motion to approve Lighting Plan for Hopewell West. Cox Deckard seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Abatement Request at 3621 N. Kinser Pike

PETITIONS AND REMONSTRANCES

CONSENT AGENDA

NEW BUSINESS **Lighting Plan for Hopewell West**

Kendall Knoke, Engineering, presented Amendment #1 to Consultant Contract with CrossRoad Engineers, PC for Preliminary Engineering Services for the Hopewell West Jackson Street Project. See meeting packet for details.

**Amendment #1 to
Consultant Contract with
CrossRoad Engineers, PC
for Preliminary Engineering
Services for the Hopewell
West Jackson Street Project**

Board Comments: None

Roach made a motion to approve Amendment #1 to Consultant Contract with CrossRoad Engineers, PC for Preliminary Engineering Services for the Hopewell West Jackson Street Project. Cox Deckard seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Kyle Baugh, Engineering, presented Sidewalk, Bike Lane, and Alley Closure Request from Strauser Construction on Grant Street. See meeting packet for details.

**Sidewalk, Bike Lane, and
Alley Closure Request from
Strauser Construction on
Grant Street**

Board Comments: None

Roach made a motion to approve Sidewalk, Bike Lane, and Alley Closure Request from Strauser Construction on Grant Street. Cox Deckard seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Kyle Baugh, Engineering, presented Lane and Sidewalk Closure Request from Merrell Brothers on N. Walnut Street. See meeting packet for details.

**Lane and Sidewalk Closure
Request from Merrell
Brothers on N. Walnut
Street**

Board Comments: Cox Deckard asked if the dates could be confirmed for the lane closure. Baugh stated that they plan to start next Wednesday, June 26th - July 26th.

Roach made a motion to approve Lane and Sidewalk Closure Request from Merrell Brothers on N. Walnut Street. Cox Deckard seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Alex Gray, Engineering, presented Sidewalk Closure Request from Landmark Construction on E. 14th Street. See meeting packet for details.

**Sidewalk Closure Request
from Landmark
Construction on E. 14th
Street**

Board Comments: None

Roach made a motion to approve Sidewalk Closure Request from Landmark Construction on E. 14th Street. Cox Deckard seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Alex Gray, Engineering, presented Lane and Sidewalk Closure Request from AEG. See meeting packet for details.

**Lane and Sidewalk Closure
Request from AEG**

Board Comments: Cox Deckard made a comment about what was discussed in the work session. Meetings are happening as intended between project managers and the City. There are some outside issues you are trying to wrap up from May but as far as moving forward with these permits, it's in good order to move ahead with these. Wason added that they had a lengthy discussion with Engineering and Public Works about communication strategies with AEG. They have been in compliance since the last NOV and no major issues.

Roach made a motion to approve Lane and Sidewalk Closure Request from AEG. Cox Deckard seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Nick Spagnolo, Facilities, presented Contract with Presidio Networked Solutions, LLC for Installation of Door Access Controls at Fire Station #1. See meeting packet for details.

Contract with Presidio Networked Solutions, LLC for Installation of Door Access Controls at Fire Station #1

Board Comments: None

Roach made a motion to approve Contract with Presidio Networked Solutions, LLC for Installation of Door Access Controls at Fire Station #1. Cox Deckard seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Nick Spagnolo, Facilities, presented Contract with True North Construction, Inc. for Construction of Parking and Training Facility at BPD Training Annex. See meeting packet for details.

Contract with True North Construction, Inc. for Construction of Parking and Training Facility at BPD Training Annex

Board Comments: Roach asked if this project received necessary site planning approvals from Planning and Transportation, as well as the Plan Commission. Spagnolo stated to his understanding they have. Roach asked if the approvals had been made. Wason stated he didn't not think they were required, but if they haven't happened, the contract won't be executed.

Roach made a motion to approve Contract with True North Construction, Inc. for Construction of Parking and Training Facility at BPD Training Annex. Cox Deckard seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Wason said Monday was national Sanitation workers day. He wanted to say thank you to all the staff. The Mayor and Deputy Mayor went down there to say thank you. We just want to recognize and appreciate their hard work. Wason stated that it's summertime and that a lot of projects are happening. There will be an alley improvements project downtown between northbound Walnut and southbound Washington and Kirkwood and 6th Street. This project will include concrete restoration, ramp work and asphalt work.

STAFF REPORTS & OTHER BUSINESS

Karon made a motion to approve claims in the amount of \$737,568.62. Roach seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

APPROVAL OF CLAIMS

Cox Deckard called for adjournment at 6:10 p.m.

ADJOURNMENT

Accepted By:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Project/Event: Banneker Community Center Block Party

Petitioner/Representative: Kevin Terrell

Staff Representative: April Rosenberger

Meeting Date: 07/16/2024

Banneker Community Center requests blocking Elm Street between 7th and 8th Streets for a Block Party to celebrate the end of the Banneker Summer Camp. The Block Party will be on Friday, July 26, 2024 beginning at 3:00 pm for set-up and ending at 9:00 pm for teardown. The event will include food and games. The music will not be amplified. Approximately 100 participants are expected.



SPECIAL EVENT APPLICATION

City of Bloomington
 Department of Public Works
 Bloomington, Indiana 47404
 812-349-3410

1. APPLICANT INFORMATION

Contact Name:	Kevin Terrell		
Contact Phone:	812 349 3735	Mobile Phone:	812 360 8765
Title/Position:	Program and Facility Coordinator-Banneker Community Center		
Organization:	Banneker Community Center		
Address:	930 W 7th Street		
City, State, Zip:	Bloomington Indiana 47404		
Contact E-Mail Address:	kevin.terrell@bloomington.in.gov		
Organization E-Mail and URL:	bloomington.in.gov/parks		
Org Phone No:	812 349 3735	Fax No:	

2. ANY KEY PARTNERS INVOLVED (including Food Vendors if applicable)

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

3. EVENT INFORMATION

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input checked="" type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Art in the Right of Way <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	7/26/2024	
Time of Event:	Date: 7/26/24 Start: 5:30pm	Date: 7/26/24 End: 8:30pm
Setup/Teardown time Needed	Date: 7/26/24 Start: 3pm	Date: 7/26/24 End: 9pm
Calendar Day of Week:		
Description of Event:	<p>Type text here</p> <p>Block party to celebrate the end of Banneker Community Center summer camp. Will be blocking off Elm Street between 7th and 8th Streets for food, seating, and other activities.</p>	
Expected Number of Participants:	100	Expected # of vehicles (Use of Parking Spaces to close): 8 parking spaces on Elm

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

<input checked="" type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> The starting point shall be clearly marked The ending point shall be clearly marked Each intersection along the route shall be clearly identified A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed)
<input checked="" type="checkbox"/>	Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
<input checked="" type="checkbox"/>	A properly executed Maintenance of Traffic Plan <ul style="list-style-type: none"> Determine if No Parking Signs will be required
<input checked="" type="checkbox"/>	Noise Permit application

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

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

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

<input type="checkbox"/>	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked <ul style="list-style-type: none"> The ending point shall be clearly marked The number of lanes to be restricted on each road shall be clearly marked Each intersection along the route shall be clearly identified A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input type="checkbox"/>	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	Noise Permit application <input checked="" type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input checked="" type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

7. CHECKLIST

<input checked="" type="checkbox"/>	Determine type of Event
<input checked="" type="checkbox"/>	Complete application with attachment: <ul style="list-style-type: none"><input type="checkbox"/> Detailed Map<input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other)<input type="checkbox"/> Maintenance of Traffic Plan<input type="checkbox"/> Noise Permit Application (if applicable)<input type="checkbox"/> Certificate of Liability Insurance<input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable)<input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable)<input type="checkbox"/> Waste and Recycling Plan (if applicable)<input type="checkbox"/> For art installations: an accurate depiction of the design of private art to scale, dimensions of the art, placement on the detailed map of proposed location of the art, and the name and qualifications of the artist
<input type="checkbox"/>	Date Application will be heard by Board of Public Works
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	If applicable, acknowledgment of compliance with the City of Bloomington Policy and Procedures on Private Art Installations within the Public Right of Way (Policy attached with application)



NOISE PERMIT

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

Application and Permit Information

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

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

Contact April Rosenberger with any questions: (812) 349-3411 or april.rosenberger@bloomington.in.gov

Event and Noise Information

Name of Event:	Banneker Block Party		
Location of Event:	Banneker Community Center-Elm Street between 7th and 8th		
Date of Event:	7/26/24	Time of Event:	Start: 5:30pm
Calendar Day of Week:	Friday		End: 8:30pm
Description of Event:	Block Party to celebrate the end of Banneker Summer Camp. Will be blocking off Elm Street in between 7th and 8th for food, seating, and other activities.		
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:	Kevin Terrell		
Organization:	Banneker Community Center	Title:	Program/Facility Coordinator
Physical Address:	930 W 7th Street, Bloomington Indiana 47404		
Email Address:	kevin.terrell@bloomington.in.gov	Phone Number:	812 349 3735
Signature:		Date:	7/9/2024

FOR CITY OF BLOOMINGTON USE ONLY

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

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

Waste and Recycling Management Plan Template

Event name: Banneker Block Party

Number of expected attendees: 100

Number of food vendors: 0

Number of other vendors: 0

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

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

TIP: Recycling bins should be visually distinct from waste bins, and all bins should be clearly labeled for easy use by attendees. ClearStream recycling bins are available for use through [Downtown Bloomington, Inc.](#)

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

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

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

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

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

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

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

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



RE: Notice of Public Meeting

Dear Sir or Madam:

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in the Public Right Way for_____.

The Board of Public Works meeting to hear this request will be on_____at 5:30 PM. Board of Public Works meetings are held virtually via zoom and in person in the City of Bloomington Council Chambers at City Hall, 401 N. Morton Street, Bloomington, Room 115.

Zoom information for the meeting may be found on the Public Works web page at <https://bloomington.in.gov/boards/public-works> or you may also call 812.349.3411 for zoom information.

The proposal for this event will be on file and may be examined in the Public Works office on Friday,_____, prior to the Tuesday,_____meeting. All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone you may call 812.349.3411 or email public.works@bloomington.in.gov. Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

Petitioner:
Kevin Terrell

Date: 6/21/2023

Contact Information-Other

	<u>Location</u>	<u>Contact</u>	<u>Phone Number</u>
Maintenance of Traffic Plan	401 N. Morton St. Suite 130 Bloomington, IN	City of Bloomington Engineering	(812) 349-3913
Monroe County Health Department (Food Handler Permit)	119 W. 7th St. Bloomington, IN	Nicole Wagner	(812) 349-2543
Waste & Recycling Plan	401 N. Morton Street Suite 150	Economic & Sustainable Development	(812) 349-3837
Bloomington Board of Public Works	401 N. Morton St. Suite 120 Bloomington, IN	April Rosenberger Dept. of Public Works	(812) 349-3411
Bloomington Parks and Recreation Department (Events on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Leslie Brinson Community Events Manager	(812) 349-3700
Bloomington Fire Department	226 S. College Bloomington, IN	Fire Administration	(812) 332-9763
Bloomington Police Department (Parade Permit)	220 E. Third Bloomington, IN	Police Administration	(812) 339-4477
Master Rental	2022 W. 3 rd Street Bloomington, IN	Type 3 Barricades	(812) 332-0600
Indiana Traffic Services	3867 N. Commercial Parkway Greenfield, IN 46140	Type 3 Barricades	(317) 891-8065
Monroe County Emergency Management	5850 Foster Curry Bloomington, IN		(812)- 349-2546
Department of Homeland Security		Mike Anderson	(317) 409-9510



City of Bloomington Policy and Procedures on Private Art Installations within the Public Right of Way

The City of Bloomington’s Policy and Procedures on Private Art Installations within the Public Right of Way (“Policy”) authorizes private Art Installations in the public right of way that comply with this document and are approved through one of two City programs: (1) the Neighborhood Improvement Grant Program or (2) a Special Event Application.

This Policy is designed to reduce the risks to public safety and burden on public resources that private Art Installations within the right of way may impose while simultaneously recognizing the importance of private as well as public art to Bloomington’s culture, community, and economy.

- I. Definitions. The following definitions shall apply throughout this policy.
 - A. Temporary Art. Art expected to remain in place within the public right of way for seven (7) or fewer days.
 - B. Semi-Permanent Art or Permanent Art. Art expected to remain in place within the public right of way for more than seven (7) days.
 - C. Art Installation. Temporary, Semi-Permanent, or Permanent Art that consists of a physical alteration of the right of way, such as a painting, mural, or sculpture and that is not Performative Art.
 - D. Street Painting or Street Mural. Art involving the placement of paint or a similar material within the area where vehicles drive or park, commonly understood to be the space “between the curbs.”
 - E. Performative Art. A time-based art form that is an ephemeral event featuring a live presentation to an audience, drawing on such arts as acting, poetry, music, or dance, and that does not involve the creation of an artifact (such as a painting or sculpture) that physically alters the right of way beyond the time of the live performance.

- F. Speech. Words, letters, numbers, universally recognized symbols, or logos of any kind.
- II. Performative Art. This policy does not apply to Performative Art.¹
- III. Criteria Applicable to All Private Art Installations. The following criteria are applicable to any private Art Installation proposed within Bloomington’s right of way, whether the Art Installation is Temporary Art, Semi-Permanent Art, or Permanent Art.
 - A. Requests must be submitted to the appropriate City Department(s) and/or Board(s) or Commission(s), as required by the selected program application identified in Section VI below. Staff shall provide a recommendation on the request to the appropriate Board(s) or Commission(s) based on the request’s compliance with this Policy and any other applicable laws, rules, or City of Bloomington policies.
 - B. Art Installations may not use or incorporate copyrighted material in whole or part where the copyright is not owned by the artist.
 - C. Art Installations may not mimic in whole or part traffic control devices including but not limited to a crosswalk, stop sign, stop bar, or similar traffic control device. Art Installation geometry should be such that drivers do not alter their course to drive around the art.
 - D. Art Installations may not depict activities, materials, images, or products that are not legally available to all ages.
- IV. Additional Criteria Applicable to Semi-Permanent Art Installations or Permanent Art Installations.
 - A. Applications for approval of a Semi-Permanent or Permanent Art Installation within the right of way must include the following:
 - 1. An accurate depiction of the design to scale;
 - 2. Dimensions;
 - 3. A map of proposed location of the design; and
 - 4. The name and qualifications of the artist.

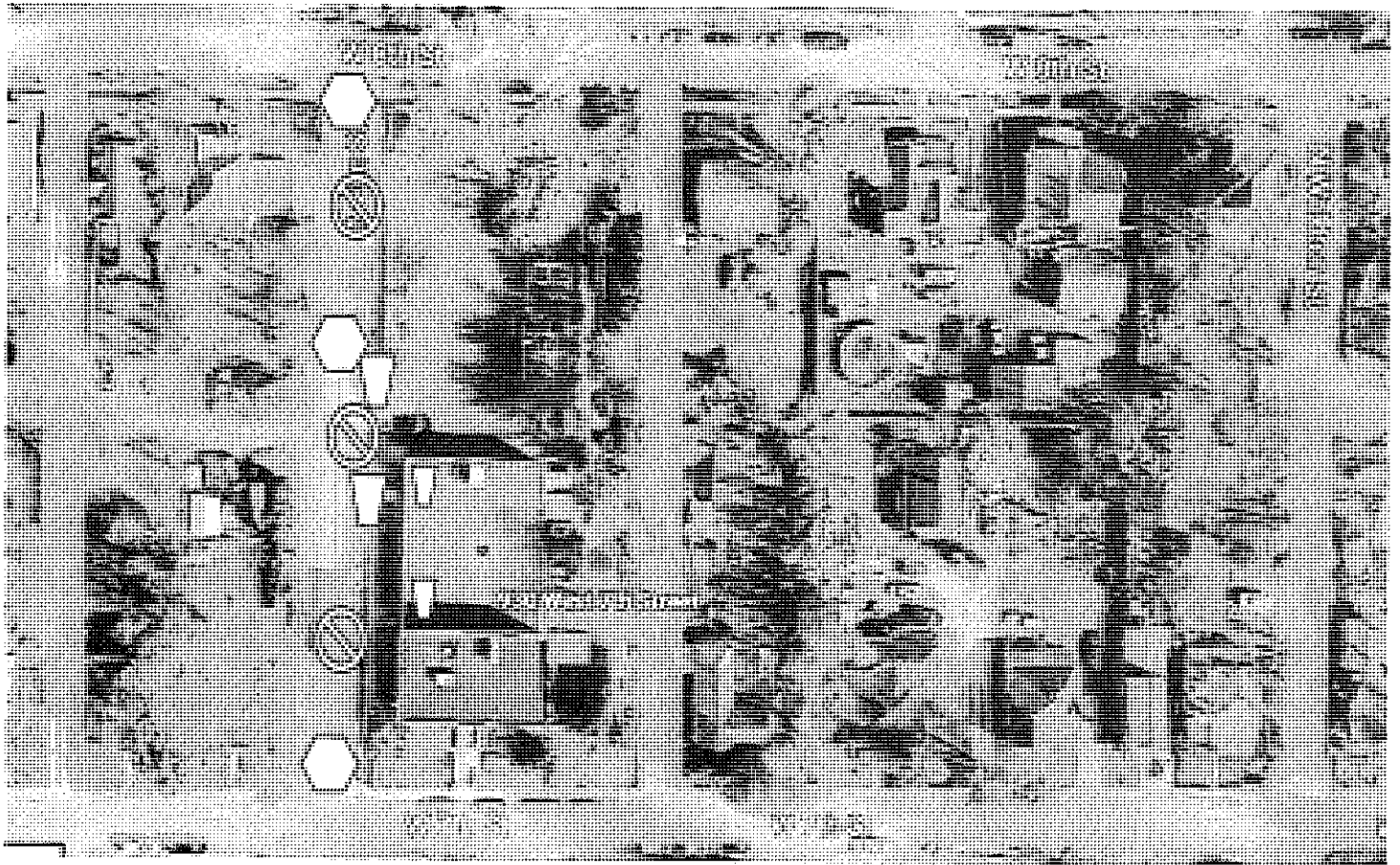
¹ Though this Policy does not apply to Performative Art taking place within the right of way, other municipal policies or ordinances may apply that impact Performative Art within the right of way, including but not limited to the City’s parade ordinance or special event application process.

- B. Semi-Permanent Art Installations or Permanent Art Installations may not contain Speech.
- V. Additional Criteria Applicable to Street Paintings or Street Murals. Because paintings and murals within the street create a heightened probability of conflicts with traffic control devices and driver distraction, the following additional criteria apply to all paintings or murals proposed for street surfaces, whether as Temporary, Semi-Permanent, or Permanent Art Installations.
- A. Applications for approval of a Street Painting or Street Mural within the right of way must include the following:
 - 1. An accurate depiction of the design to scale;
 - 2. Dimensions;
 - 3. A map of proposed location of the design; and
 - 4. The name and qualifications of the artist.
 - B. Street paintings and street murals may only be placed on streets with a local or secondary collector functional classification under the City's Transportation Plan, where regulatory speed limits do not exceed 25 miles per hour.
 - C. Street paintings and street murals may only be placed on pavement in adequate condition for materials to bond.
 - D. Street paintings and street murals are not permitted on brick, paver, or other decorative surface materials (e.g., colored or stamped concrete). Street paintings and street murals are only permitted on standard non-decorative concrete or asphalt.
 - E. A buffer of four feet must remain between street paintings and street murals and any crosswalk.
 - F. Within an intersection, street paintings and street murals are only allowed where the intersection utilizes all-way stop control, unless the painting or mural is located on an apron.
 - G. Street paintings and street murals may not be painted on the side or top of any curb or any curb ramp.
 - H. Materials used must be approved by the City's Engineering Department.

- I. Any paint or similar material utilized as part of any street painting or street mural must provide a non-slip surface for pedestrians and must be street-grade.
- VI. Programs. Individuals and external organizations seeking to place private Art Installations within the public right of way must apply pursuant to one of the programs listed below and follow the procedures associated with the program, which are linked and attached hereto for reference. Requests to place an Art Installation in the City’s right of way using a program or procedure other than those listed below will not be considered.
- A. Neighborhood Improvement Grant Program
 1. Applications for Art Installations within the right of way pursuant to the Neighborhood Improvement Grant Programs must comply with Program guidelines, the criteria set forth in this Policy, and any additional logistical or safety conditions imposed by the Board of Public Works as part of its approval.
 2. Neighborhood Improvement Grant Program guidelines may be accessed [here](#)² and are attached for reference.
 - B. Special Event Permit
 1. A special event application may be submitted for permission to conduct an event during which an Art Installation will be placed in the public right of way. The proposed Art Installation must comply with the criteria set forth in this policy, the requirements set forth in the special event permit application, and any additional logistical or safety conditions imposed by the Board of Public Works as part of its approval.
 2. A special event application may be accessed [here](#)³ and is attached for reference.


² <https://bloomington.in.gov/neighborhoods/grants/improvement>


³ <https://bloomington.in.gov/departments/esd>



Red line is area that will be blocked off. White hexagons are T-3 road barriers blocking off this section of Elm street. “No” symbols represent no parking signs along the area. Other signage will be signs indicating the upcoming closure.

The four way stop at 7th and Elm will remain open to those continuing on 7th street or going south on Elm. The same can be said for the intersection of 8th and Elm which will remain open to those continuing onto North Elm by Girls Inc.

 =1 waste bin and recycling bin

 =No parking signs

 =T-3 Road barriers

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2024-041**

Banneker Community Center Block Party

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

WHEREAS, the Banneker Community Center is desirous of using North Elm Street between West 7th Street and West 8th Street for a Neighborhood Block Party; and

WHEREAS, the Banneker Community Center (hereinafter “Sponsor”) is owned and operated by the City of Bloomington Parks and Recreation Department, and events such as this one have been sponsored in the past without Public Works receiving any complaints, and the Board supports neighborhood events that are free and open to the public.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City of Bloomington Board of Public Works declares that North Elm Street, between West 7th and West 8th Streets, shall be temporarily closed to motor vehicles from 3:00 p.m. until 9:00 p.m. on Friday, July 26, 2024, for the purpose of staging a block party with the actual event between the hours of 5:30 p.m. to 8:30 p.m.
2. The Sponsor shall be responsible for posting “no parking” signs at least 24 hours in advance of the street closing. Temporary “no parking” signs may be obtained from the City of Bloomington Department of Public Works.
3. The Sponsor shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Engineering Department. The Sponsor agrees to obtain and place at its own expense barricades and signage required by the Traffic Plan. The Sponsor agrees to close the street not before 3:00 p.m. on Friday, July 26, 2024 and to remove barricades and signage by 9:00 p.m. on Friday, July 26, 2024.
4. The Sponsor shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
5. The Sponsor shall be responsible for notifying the general public, public transit and public safety agencies of the street closing by notice at least 48 hours in advance.
6. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the event.
7. The Sponsor agrees to clean up the street both before and after the event. The clean-up shall include but not be limited to removal of any food or drink residue, picking up litter, sweeping any broken glass, and emptying and removal of trash cans. Clean-up after the event shall be completed by 9:00 p.m. on the day

Resolution 2024-41

of the event.

8. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 16th DAY OF JULY, 2024.

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Signature

Elizabeth Karon, Vice-President

Kevin Terrell
City of Bloomington
Parks and Recreation

James Roach, Secretary

Date:



Board of Public Works Staff Report

Project/Event: Amendment 2 to Consultant Contract with CrossRoad Engineers, PC. for Preliminary Engineering Services for the Hopewell West - Jackson Street Project

Petitioner/Representative: Engineering Department

Staff Representative: Kendall Knoke, Project Engineer

Date: 07/16/2024

Report: This project will subdivide the site of the former IU Health Bloomington Hospital and construct a new portion of S Jackson St, an alley, and improvements along S Rogers St primarily adjacent to the Kohr building. The project is funded by TIF funds for design and construction that are being reimbursed through the \$1.8 million Regional Economic Acceleration and Development Initiative (READI) Grant. READI has reviewed and approved the amended design contract scope of work. The City has an existing preliminary engineering contract with Crossroad Engineers, PC with a not-to-exceed amount of \$764,140. On June 18, 2024 the board approved Amendment 1 which added additional design to bring the infrastructure plans for the site from 30% to 60% to allow the plat to be finalized as well as added additional design for improvements to S Rogers St. The not-to-exceed contract amount was increased by \$157,500 to a new total of \$764,140. This amendment corrects a math error on Amendment 1. The additional design listed on the Compensation Supplement 1 actually totaled \$187,500. This amendment corrects the math error and increases the not-to-exceed contract amount by \$30,000 to a new total of \$794,140. Construction of this project is anticipated to begin in 2025. The amended contract will be brought to the City's Redevelopment Commission (RDC) on July 15, 2024 for funding approval. Funding source = Adam's Crossing Area Consolidated TIF 439-15-159001-53990, to be fully reimbursed by READI.

Project Approvals Timeline		
Approval Type	Status	Date
Funding Approval	Pending – RDC Approval*	Anticipated 07/05/2024
Design Services Contract**	Current Item	07/16/2024
ROW Services Contract	N/A	--
Public Need Resolution	N/A	--
Construction Inspection Contract	N/A	--
Construction Contract	Future	Fall/Winter 2025

*Funding for the original contract was approved by the RDC on 05/01/2023. Amended contract will be brought to the RDC on 07/15/2024 for approval of the additional funding

**Original Design Contract Approved 04/25/2023, Amendment 1 Approved 06/18/2024

City of Bloomington Contract and Purchase Justification Form

Vendor: Crossroad Engineers, PC

Contract Amount: \$794,140

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

PURCHASE INFORMATION

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

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

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

# of Submittals: 3	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The design firm was selected based upon the most qualified for the job not cost. It is standard practice for contracts of this type that cost is not considered in selection. Typically the most qualified firm will design the most cost effective project for the City.		
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was scoring grid used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

Crossroad Engineers were selected to design this project from a competitive RFI process in which their response received the highest score out of three proposals.

Kendall Knoke

Project Engineer

Engineering

Print/Type Name

Print/Type Title

Department

**ADDENDUM TO AGREEMENT FOR CONSULTING SERVICES
FOR HOPEWELL WEST – JACKSON STREET
WITH CROSSROAD ENGINEERS, PC**

This Addendum supplements the Agreement for Consulting Services with CrossRoad Engineers, PC (“Agreement”) for the Hopewell West – Jackson Street Project which was entered into on May 8, 2023 and amended on June 18, 2024, as follows:

1. **See Article 4. Compensation and Exhibit B Compensation:** The City shall pay CrossRoad Engineers, PC an amount not to exceed \$187,500.00 for the additional Engineering Services as described in Attachment 1. The not to exceed amount for the entire project shall be \$794,140. Exhibit B is hereby amended to replace Compensation Supplement No. 1 (added with Amendment 1) with Attachment 1.

2. In all other aspects, the Agreement shall remain in effect as originally written.

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

OWNER

CONSULTANT

Kyla Cox Deckard
President, Board of Public Works

Trent Newport, PE, LS
President

Elizabeth Karon
Vice President, Board of Public Works

Date: _____

James Roach
Secretary, Board of Public Works

Date: _____

Margie Rice
Corporation Counsel, Office of the Mayor

Date: _____

Attachment 2

COMPENSATION SUPPLEMENT NO. 1

The CONSULTANT shall be paid for the following additional work performed under this Agreement on a lump sum basis in accordance with the following schedules:

A. Topographic Survey, Boundary, and Platting	
a. BRCJ Legal Description for Kohr	\$1,000
b. BRCJ Alley Vacation	\$1,000
B. Meetings and Coordination	
a. Secondary Plat Meetings and Coordination	\$3,300
C. Road Design and Plan Preparation	
a. 60% Design for Secondary Plat Approval	\$143,100
b. Design Changes for Hopewell East	\$5,600
c. Full Design of S Rogers Street	<u>\$33,500</u>
Total Section	\$187,500

23-37
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

APPROVAL OF PRELIMINARY DESIGN CONTRACT FOR HOPEWELL WEST

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that are in the Consolidated TIF or that serve the Consolidated TIF; and
- WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for the purchase and redevelopment the Old Bloomington Hospital Site now known as Hopewell, including redevelopment of the main hospital site west of Rogers Street (“Project”); and
- WHEREAS, the Project requires some preliminary design work to support the redevelopment on that portion of the site, and the project objectives include utility coordination, transportation and public facilities, property platting, and full design of Jackson Street from 1st Street to the new portion of University Street (“Services”); and
- WHEREAS, City staff solicited bids for an engineer and design consultant to perform the design Services, and out of three bids received, staff selected Crossroad Engineers as the best and most qualified bidder; and
- WHEREAS, City staff have negotiated an agreement with Crossroad Engineers to perform the Services for an amount not to exceed \$606,640.00 (“Agreement”), which is attached to this Resolution as Exhibit A; and
- WHEREAS, the Board of Public Works approved of the Agreement at its meeting on April 25, 2023; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Services pursuant to the terms of the Agreement; additionally, this Project is eligible for reimbursement from the \$1.8 million Regional Economic Acceleration and Development Initiative (READI) grant; and

WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”), which is attached to this Resolution as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON REDEVELOPMENT COMMISSION THAT:

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public’s best interests.
2. The RDC finds the Project is an appropriate use of TIF, and that the Project serves the public’s best interests.
3. The RDC hereby approves the Agreement and authorizes the City of Bloomington to expend an amount not to exceed \$606,640.00 to pay for the Services, to be payable in accordance with the terms of the Agreement (“Payment”).
4. The Payment authorized above may be made from the Consolidated TIF. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC’s claims process.
5. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2025.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date



Board of Public Works Staff Report

Project/Event: Approval of Preliminary Engineering Contract with Crossroad Engineers for Hopewell West

Petitioner/Representative: Engineering Department

Staff Representative: Patrick Dierkes, Project Engineer

Date: 4/25/2023

Report: Hopewell West is the next phase in the City’s redevelopment of the IU Health legacy hospital site. Hopewell West encompasses the old main hospital site from 1st Street to 2nd Street and Rogers Street west to the access road at the rear of the site. The project will support the redevelopment and expansion of the historic Kohr building by constructing the utilities and a one block section of Jackson Street required for the development. Project objectives include utility coordination, transportation and public facilities, and property platting as outlined in the City’s BHRU Master Plan. This project will plat and develop preliminary design of the infrastructure and amenities for the entire site and complete the full design of Jackson Street from 1st Street to University Street

Crossroad Engineers were selected to design this project from a competitive RFI process in which their response received the highest score out of three proposals. The total contract amount is \$606,640.00. A TIF funding resolution for this contract will be presented to the RDC on May 1. Project costs will be reimbursed through the \$1.8 MM Regional Economic Acceleration and Development Initiative Grant.

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	Pending – RDC Approval	05/01/2023
Design Services Contract	Current Item	04/25/2023
ROW Services Contract	N/A	--
Public Need Resolution	N/A	--
Construction Inspection Contract	Future	Spring 2025
Construction Contract	Future	Spring 2025

City of Bloomington Contract and Purchase Justification Form

Vendor: Crossroad Engineers, PC

Contract Amount: \$606,640.00

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

PURCHASE INFORMATION

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

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

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

	Yes	No	Yes	No
# of Submittals: 3			Was the lowest cost selected? (If no, please state below why it was not.)	<input type="checkbox"/> <input checked="" type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The design firm was selected based upon the most qualified for the job not cost. It is standard practice for contracts of this type that cost is not considered in selection. Typically the most qualified firm will design the most cost effective project for the City.	
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Was an evaluation team used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Was scoring grid used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		

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

Crossroad Engineers were selected to design this project from a competitive RFI process in which their response received the highest score out of three proposals.

Patrick Dierkes

Project Engineer

Engineering

Print/Type Name

Print/Type Title

Department

PROJECT NAME: Hopewell West – Jackson Street

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this _____ day of _____, 20__, by and between the City of Bloomington Engineering Department through the Board of Public Works (hereinafter referred to as "Board"), and CrossRoad Engineers, P.C., (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to redevelop the Hopewell West site; and

WHEREAS, the Hopewell West site is better described as follows:

Fairview Street, University Street, Jackson Street from 1st Street to University Street, and the alleys within the project area; and

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including the preparation of site designs, coordination with City, CBU, and private utilities staff, and also the preparation of plans, specifications and cost estimates, 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; and

WHEREAS, the Consultant is aware the project is funded by the Regional Economic Acceleration & Development Initiative through the American Rescue Plan Act and subject to all terms and conditions of the City of Bloomington Redevelopment Commission's Grant Agreement with the Regional Opportunity Initiatives included in this agreement as Attachment 1;

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

Article 1. Scope of Services: Consultant shall provide preliminary design of Fairview Street, University Street, Jackson Street, and the alleys within the project area. This preliminary design will establish the geometries and profile grades to provide a basis for future development and infrastructure projects. The Consultant will complete full design of Jackson Street from 1st Street to University Street. Construction of that street segment will provide access for the Kohr Building development. As funding allows, the Consultant may complete further design of Fairview and University Streets and/or preliminary design of the New Greenway amenities described in the Master Plan. The tasks associated with this work, and assumptions that are

applicable to those tasks, are set forth in Exhibit A, Scope of Work. 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 Engineering 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.

Article 2. Standard of Care: 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. Responsibilities of the Board: 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 Patrick Dierkes, Project Engineer, Engineering Department, to serve as the Board's representative for the project. Patrick 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. Compensation: 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. 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. Appropriation of Funds: 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. Schedule: 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. Termination: In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

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. Identity of Consultant: 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. Cost Estimates: 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. Reuse of Documents: 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. Ownership of Documents and Intellectual Property: 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. Independent Contractor Status: 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. Indemnification: 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. Insurance: 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. Conflict of Interest: 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. Waiver: No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

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

Article 18. Assignment: 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. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Consultant.

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

Article 21. Non-Discrimination: 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. Compliance with Laws: 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. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:

City of Bloomington
Engineering Department
Attn: Patrick Dierkes
401 N. Morton Street, Suite 130
Bloomington, Indiana 47404

Consultant:

CrossRoad Engineers, P.C.
Attn: Trent Newport
115 N 17th Ave
Beech Grove, IN 46107

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. Intent to be Bound: 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. Integration and Modification: 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. Verification of New Employee' Employment Status: 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 did not knowingly employ an unauthorized alien. If the Consultant or its 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. No Collusion: 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.

Owner

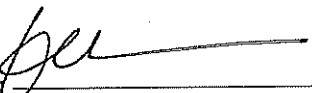
Consultant


City of Bloomington
Board of Public Works

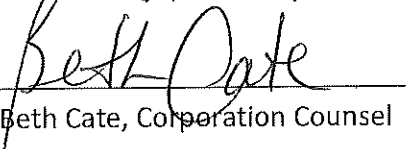
CrossRoad Engineers, P.C.

By: 
Kyla Cox Deckard, President

Trent Newport, P.E. L.S.
President

By: 
Elizabeth Karon, Vice President

By: 
Jennifer Lloyd, Secretary

By: 
Beth Cate, Corporation Counsel

City of Bloomington
Redevelopment Commission

By: _____
Cindy Kinnarney, President

EXHIBIT A
SCOPE OF WORK

The CONSULTANT shall be responsible for performing the following activities:

- A. Topographic Survey, Boundary, and Platting** – CONSULTANT shall utilize a subconsultant, BRCJ, to perform these services. BRCJ propose to provide a retracement boundary survey of the Indiana University Health Bloomington, Inc. and Monroe County Community School Corporation parcels approximately outlined in yellow on the survey exhibit below. This will meet Indiana Administrative Code 865 standards and will include a plat and report of survey that can be recorded as a permanent record of our survey.

BRCJ propose to prepare a subdivision plat, creating lots, street rights of ways and alleys in all of or a portion of the area included in our retracement boundary survey. The location of lines and corners of lots and rights of ways will be based on directions provided by the City of Bloomington. Semi-permanent monuments (5/8-inch rebar, magnetic nails, etc.) will be placed at all corners where practical.

BRCJ also propose to provide a topographic survey of the area approximately outlined in blue on the attached survey exhibit after the hospital demolition has been completed and the site has been restored to proposed post demolition conditions. This assumes the site will be clear of debris and will include the following services:

- a. Locate trees 6-inch in diameter and larger.
- b. Locate visible surface utilities (risers, meters, valves, etc.) per observed above ground evidence and utilities marked by Indiana811. Please note: Member utilities do not locate private lines or facilities. Member utilities do not locate service lines nor all utilities when a survey is the purpose of the ticket.
- c. Provide approximate storm and sanitary invert elevations, pipe sizes, and materials based on limited information available from the surface. Structure grates and covers shown should not be assumed to be the center of the below ground structure. All utilities including locations and sizes need to be verified prior to construction efforts.
- d. Overhead utilities will be identified as overhead without special investigation as to the type or nature.
- e. This scope of work does not include private utility locates or utility location exploration via excavation or potholing.
- f. Locate site improvements (headwalls, steps, walls, light poles, walks, bike racks, building corners, etc.).
- g. Provide contours of existing site conditions at 1-foot intervals.
- h. Horizontal control will be based on NAD 83, Indiana State Plane Coordinates, U.S. Survey Feet. Vertical datum will NAVD88, U.S. Survey Feet.
- i. All distances will be provided as grid distances.

- j. Provide a final 2018 AutoCAD drawing file (.dwg) or an AutoCAD Civil 3D 2018 drawing file (.dwg) and a PDF (.pdf) of the topographic survey.
- B. Meetings and Coordination** – In general, this task involves recurring bi-weekly progress meetings, monthly stakeholder meetings, one public involvement meeting, and ancillary preparation work for associated tasks throughout the duration of the project through spring 2025 and construction start.
- C. Road Design and Plan Preparation** – In general, this task involves the preparation of design plans to allow the proposed project to be constructed.

The Consultant will complete full design of Jackson Street from 1st Street to University Street. Construction of that street segment will provide access for the Kohr Building development. CONSULTANT will prepare plans, specifications, and estimates of cost, which shall be in accordance with the accepted standards for such work and in general accordance with the following documents in effect as of the Effective Date of this Agreement: American Association of State Highway and Transportation Officials' "A Policy on Geometric Design of Highways and Streets"; Indiana Manual on Uniform Traffic Control Devices; and Indiana Design Manual.

Construction drawings will be prepared in accordance with state and local laws and ordinances and will include the following:

- a. Title Sheet/Index
- b. Typical Sections
- c. Roadway Construction Details
 - i. Road Plan & Profiles
 - ii. Construction Details
 - iii. Road Cross Sections
- d. Intersection Construction Details
 - i. Grading spot elevations
 - ii. Pavement marking
- e. Stormwater Drainage Design
 - i. Plan and profiles as necessary
 - ii. Drainage structure details
- f. Erosion Control Plan
 - i. Consistent with local MS4 requirements for CSGP conformance
- g. Miscellaneous Details and Specifications, including lighting design.
- h. Water Main and Sanitary Sewer Main design and details
- i. Landscape plans and details
- j. Cross Sections

CONSULTANT will complete preliminary design of Fairview Street, University Street, and the alleys within the project area. This preliminary design will establish the geometries and profile grades to provide a basis for future development and infrastructure projects.

For these segments, civil plans will be developed to approximately 30% stage. Construction drawings and CAD files up to 30% will be prepared in accordance with state and local laws and ordinances.

- D. Landscape Design and Plan Preparation** – CONSULTANT shall utilize the services of a subconsultant, Rundell Ernstberger Associates (REA), to provide landscape architecture services for this project.

REA will prepare 30% Plans that will further refine the site layout, design elements, architectural features, and illustrate the scale and relationship of the project components. Work will include coordination with the design team based on the design program and requirements, identification, and confirmation of programmatic and infrastructure needs, and the preparation of schematic plans and preliminary grading as needed to define the form and character of the platting, public spaces, and street cross sections. REA will prepare a rendered site plan and a preliminary cost opinion for REA's scope of work based on high level square footage costs. REA anticipates virtual, monthly coordination meetings with the design and client team during this phase of design.

REA will assist in the preparation of construction documents for Jackson Street between 1st Street and University Street. REA will prepare construction documents to include landscape improvements for the project including landscape plans and site furnishings plans. Additionally, REA will assist in lighting layout and design coordination with Duke Energy and CONSULTANT. REA will coordinate with CONSULTANT on grading design, and REA will prepare updated cost opinions for REA's scope of work. REA anticipates milestone deliverables and progress review with CONSULTANT and the City of Bloomington at the 60%, 90%, and final plan completion stages. REA anticipates virtual, monthly coordination meetings with the design and client team during this phase of design.

- E. Geotechnical Investigation and Pavement Design** – CONSULTANT shall utilize the services of a subconsultant, Patriot Engineering and Environmental, Inc., to provide pavement design and geotechnical services for this project. Laboratory, drilling, and Geotechnical Engineering Report will be performed in general accordance with all applicable AASHTO, ASTM methods, and will be based on INDOT guidelines. Pavement design will be performed utilizing the Mechanical Empirical design methodology.

- F. Bidding and Regulatory Submittals** – This phase will include the preparation of final bid documents, as well as the necessary administrative services required for compiling bid documents and facilitating and reviewing the public bid of the project. Services include development of a Stormwater Pollution Prevention Plan (SWPPP), preparation of the stormwater permit application and submittal to the IDEM. This phase does not include the acquisition of any construction or building permits through any agency as permitting shall be the responsibility of the selected contractor.

- G. Environmental Services** – CONSULTANT shall utilize the services of a subconsultant, Metric Environmental, to provide environmental services for this project. Metric will provide various environmental services as needed to support the site development design activities. Services include general assistance in Stormwater Pollution Prevention Plan (SWPPP) design, SWPPP field conditions site visit. Metric will also provide soil and water sampling tasks as needed during the design period. Additionally, Metric will be available for project meetings to provide recommendations on types of testing and or permitting that may arise during the design process.
- H. Construction Administration** – This work includes preparing for and attending pre-construction meetings, review of shop drawings, and responding to contractor questions as they arise during construction by both CONSULTANT and Rundell Ernstberger Associates.

**EXHIBIT B
COMPENSATION**

The CONSULTANT shall be paid for the following work performed under this Agreement on a lump sum basis in accordance with the following schedules:

A. Topographic Survey, Boundary, and Platting	\$ 47,060
B. Meetings and Coordination	\$ 65,700
C. Road Design and Plan Preparation	\$ 293,100
D. Landscape Design and Plan Preparation	\$ 94,370
E. Geotechnical Investigation and Pavement Design	\$ 18,800
F. Bidding and Regulatory Submittals	<u>\$ 34,630</u>
Total Section	\$ 553,660

The CONSULTANT shall be paid for the following work performed under this Agreement on a hourly basis NTE. The amount shown is estimated:

G. Environmental Services	\$ 17,500
H. Construction Administration	<u>\$ 35,480</u>
Total Section	\$ 52,980

The LPA, for and in consideration of the rendering of the services provided for of this Exhibit "B", agrees to pay the CONSULTANT on an hourly basis at the current rate. The CONSULTANT will be reimbursed the direct non-salary costs directly attributable to these services such as mileage and other out-of-pocket expenses, subject to approval as reasonable by the LPA, plus a 10% mark-up for task coordination and administrative efforts.

EXHIBIT C
PROJECT SCHEDULE

The project will be developed such that Jackson Street construction groundbreaking can be held in early 2025. Primary Platting will be developed such that a Plan Commission hearing can be held on July 10, 2023.

EXHIBIT D
KEY PERSONNEL

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.

<u>Position / Responsibility</u>	<u>Name</u>
Principal-in-Charge	Trent Newport, PE LS
Overall Project Manager	Andrew Wolf, PE
Senior Project Manager	Willie Hall, PE
Principal-in-Charge (Landscape Architecture)	Kevin Osburn, PLA
Project Manager (Landscape Architecture)	Cecil Penland, PLA
Project Landscape Architect	Pat Stout, PLA
Project Manager (Environmental)	Karla McDonald, CHMM
Project Manager (Survey)	William Riggert, PE

EXHIBIT E
AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

1. The undersigned is the President of CrossRoad Engineers, P.C.
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.

Trent Newport, P.E. L.S.
President

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____ Commission Number: _____

**EXHIBIT F
NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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_____.

CrossRoad Engineers, P.C.
(Name of Organization)

By: _____
Trent Newport, P.E. L.S.
President

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____ Commission Number: _____

City of Bloomington
 Redevelopment Commission
Amended Project Review & Approval Form

Please Note:

- Approval of the project by the Redevelopment Commission through this Project Review & Approval Form does not represent an authorization to begin work or expend funds.
- Authorization of work and the commitment of funds shall be done when the Redevelopment Commission reviews and approves: (1) a Purchase Order or Contract prepared after complying with the appropriate procurement process for the type of item, service or construction being sought and (2) the estimated costs associated with the Purchase Order or Contract.
- No payment of funds shall be made without a duly authorized and approved Purchase Order or Contract. All claims for payment against a duly authorized Purchase Order or Contract shall be submitted to the Redevelopment Commission for their review and approval along with any required departmental inspections, reviews and approvals prior to the payment of any funds.

Project Name: Purchase and Redevelopment of IU Health Bloomington Hospital Site at 2nd and Rogers (“Legacy Hospital Site” and “Hopewell”)

Project Managers: Don Griffin; Jeff Underwood; Andrew Cibor; Deb Kunce (JS Held)

Project Description: Project will involve purchase of the Hospital Site at 2nd and Rogers from IU Health at such point as IU Health has vacated, razed some or all buildings on the site, and cleaned the site to a development-ready condition, in accordance with a definitive purchase agreement to be executed between the City and IU Health. The site is located in the Consolidated TIF and the City will be seeking funding for the real property purchase and for activities that will support future redevelopment of the site. If it were not for this project, it is very likely the site would be abandoned and underutilized or not utilized at all for years, as has happened across the country with similar hospital relocations and closings. This project will allow the city to prepare the site for and encourage redevelopment and best use of a prime location in the heart of downtown, and adjacent to the new Switchyard Park.

It is the Legal Department’s position that this project is a permissible use of Tax Increment under Indiana Code § 36-7-14-39(b)(3).

Project Timeline:

Start Date: January 2018
 End Date: December 31, 2025

Financial Information:

Estimated full cost of project:	\$27,905,934.00
	\$35,165,575.13

Sources of funds:	Total: \$35,869,189.74
Consolidated TIF	\$25,000,000.00 \$30,000,000
Federal Roadway Reconstruction	\$2,905,934.00 \$4,069,189.74
READI Grant	\$1,800,000.00

Project Phases: This breakdown should mirror the contract(s) expected to be issued for this project. Each phase should include a description of the work to be performed, the cost, and the timeline for the contract.

Step	Description	Estimated Cost	Timeline
1	Consulting	\$638,910 \$1,757,752	2018-2023
	1a. ULI	\$135,000	2018
	1b. Financial Analysis (SB Friedman)	\$69,370	2021
	1c. Proj. Mgmt (JS Held)	\$367,000 \$631,000	2021-2025
	1d. Branding and Mkt (Borshoff)	\$82,500	2021-2022
	1e. Sustainability (Guidon)	\$12,482	2022
	1f. LEED for Neighborhood Dev Consultant Fee	Est. \$285,000	2023-24
	1g Owner's Dev. Rep.	Est. \$525,000	2023-24
	1h Website	Est. \$22,400	2023-24
2	Appraisals	\$50,000	2018-2023
3	Project Agreement with IU Health	\$6,500,000	2018-2024
4.	Due Diligence with Environmental Assessment	\$79,865.63	Nov.2018-Mar. 2019
5.	Master Planner	\$410,000	2020-21
6.	1st Street Reconstruction	\$4,935,959.03 \$6,278,268	2020-2023
	6a. Design – VS Engineering	\$729,029.033 \$680,000	Oct. 2020 – Dec. 2023
	6b. Right of Way Acquisition	Tentatively Estimated \$90,000 \$67,980	Nov. 2021 – May 2022
	6c. Construction Inspection	Tentatively Estimated \$475,000	Apr. 2023 – Nov. 2023
	6d. Construction	Tentatively Estimated \$5,086,487 (including \$4,069,189.74 federal funding)	Apr. 2023 – Nov. 2023
	6e Tree Removal	\$10,800	
7.	Phase 1 East	\$16,835,506	June 2021 – Aug. 2024

	7a. Design – Shrewsberry & Associates, LLC	\$1,108,262	2021-2023
	7b. Property Acquisition	\$641,094	2021-2022
	7c. Demolition and Remediation	\$626,047	2022-2023
	7d. Construction Inspection	\$1,174,740	2022-2024
	7e. Construction	\$13,087,869	2022-2024
	7f. Utility Costs	\$250,00	2022-2023
	7f(i) Cassidy Electric	\$73,550.00	2022
	7f(ii). Duke Relocation	123,942.30	2022-2023
8.	Kohr Admin Redev.	\$95,505	TBD
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22
9.	Ongoing Services	Est. \$767,198.50	
	9a Security Patrols – Marshall	\$107,198.95	2022-23
	9b Enhanced Security	Est. \$450,000	2023-2025
	9c Grounds and Maintenance	Est. \$10,000	2023-2025
	9d Fencing and Barricades	Est. \$200,000	2023-2025
10	Parking Garage	\$87,675	
	10a Assessment	\$87,675	2023
	10b Design	TBD	
	10c Construction / Retrofit (e.g. EV charging)	TBD	
11.	Neighborhood Signage	Est. \$30,0000	2022-25
	Hopewell In Progress Signs	\$6,160	2022-23
12.	Jackson Street 1st to University (100% design + construction) and Hopewell West (30% Design)	\$2,056,560	2023-25
	12a. Preliminary Design Contract – Crossroad Engineers	\$606,640	2023-25
	12b. Construction Inspection	Est. \$121,000	2023-24
	12c. Construction	Est. \$1,022,420	2023-24
	12d. Other Engineering	Est. \$306,500	
13	1% for Arts Allowance	Est. \$192,250	

TIF District: Consolidated TIF (Walnut-Winslow, South Walnut, Tapp Road, Expanded Tapp Road, Fullerton Pike)

- Resolution History:**
- 18-13 Project Review and Approval Form
 - 18-17 Approval of Contract with Urban Land Institute
 - 18-31 Approval of Agreement with IU Health for Purchase of Old Hospital Site
 - 18-61 Approval of Funding for Phase 1 Environmental Assessment
 - 18-85 Approval of Funding for Due Diligence and Phase 2 Environmental Assessment
 - 19-28 Approval of Funding for Due Diligence and Legal Fees
 - 19-44 Approval of Third Amendment to Purchase Agreement
 - 19-94 Approval to Keep Parking Garage
 - 19-95 Approval of Fourth Amendment to Purchase Agreement
 - 20-09 Approval of Amended Project Review Form
 - 20-12 Agreement with Master Planner – SOM
 - 20-79 Design Contract for 1st Street Reconstruction
 - 20-86 Purchase Agreement for 413 W. 2nd Street
 - 20-93 Approval of Phase II Assessment for 413 W. 2nd Street
 - 21-32 Design Contract for Phase 1 East
 - 21-45 Amended Project Review and Approval Form
 - 21-80 Agreement for Naming and Branding Services
 - 21-85 Addendum to 1st Street Design Contract
 - 22-10 Amended Project Review and Approval Form
 - 22-13 Sustainability Consultant Agreement – Guidon
 - 22-30 Amendment to Purchase Agreement and Surrender Agreement
 - 22-36 Approval of Agreement for Demolition – Renascent, Inc.
 - 22-45 Approval of Agreement for Construction Inspection – REA
 - 22-48 Agreement for Security Patrols
 - 22-62 Approval of Addendum to SB Friedman Agreement
 - 22-86 Addendum to Design Agreement with Shrewsberry
 - 22-87 Change Order 1 for Phase 1 East Demolition - Renascent
 - 22-95 Cassidy Electric Lighting Relocation Phase 1 East
 - 22-100 Duke Energy Utility Relocation
 - 22-103 Funding for Hopewell Signs
 - 23-15 Tree Removal – 1st Street Reconstruction
 - 23-21 Addendum #2 to Design Contract for Phase 1 East
 - 23-36 Amended Project Review and Approval Form
 - 23-37 Preliminary Design Contract for Hopewell West - Crossroad

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____



Board of Public Works Staff Report

Project/Event: Contract Service Agreement
Petitioner/Representative: Street Department
Staff Representative: Joe Van Deventer
Meeting Date: July 16, 2024

The BPW approved original contract February 13, 2024 with NTE amount of \$ 100,000. Precision concrete has proposed an extension of removing 1,690 sidewalk trip hazards which also includes a municipal discount for \$95,000.

Precision Concrete Cutting **\$ 95,000**

City of Bloomington Contract and Purchase Justification Form

Vendor: Precision Concrete, Inc.

Contract Amount: \$195,000

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

PURCHASE INFORMATION

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

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

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

# of Submittals:	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Municipal discount - Addendum #1	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

Precision Concrete, Inc. is proposing a saw cut solution (not grinding) for the City of Bloomington, to remove sidewalk trip hazards on sidewalks located in various locations. Trip hazards will be eliminated leaving a maximum running slop (ramp) of 1:8 as permitted to meet ADA requirements. Precision Concrete, Inc., will correct approximately 1,690 trip hazards.

The BPW approved original contract February 13, 2024 with NTE amount of \$ 100,000. Precision concrete has proposed an extension of removing 1,690 sidewalk trip hazards which also includes a municipal discount for \$95,000.

Joe VanDeventer

Director of Operations

Public Works/Street Division

Print/Type Name

Print/Type Title

Department

ADDENDUM #1 TO CONTRACT SERVICE AGREEMENT

Between the

CITY OF BLOOMINGTON

And

PRECISION CONCRETE, INC.

This Addendum #1 increases the not to exceed amount which will allow Precision Concrete, Inc. to perform additional trip hazard elimination at various sidewalk locations, as follows:

1. On February 13, 2024, the Board of Public Works approved the 2024 Agreement with Precision Concrete, Inc. for elimination of trip hazards on sidewalks at various locations.
2. **Article 4. Compensation** contained in the original Agreement contained a not to exceed cost of \$ 100,000.00. Addendum #1 will add an additional \$95,000.00 to the NTE cost of the Agreement, with a new not to exceed cost of \$ 195,000.00.
3. In all other respects, the Agreement shall remain in effect as originally written.

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

CITY OF BLOOMINGTON

By: _____

Margie Rice, Corporation Counsel

Date: _____

PRECISION CONCRETE, INC.

By: _____

Bonnie K Bonkowski, CFO

Date: _____

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works



June 21, 2024



City of Bloomington
Attn: Joe Van Deventer, Director of Street Operations
1981 S Henderson
Bloomington, IN 47401

Phone: (812) 349-3448 Cell: (812) 327-3336 Email: vandevej@bloomington.in.gov

Subject: SIDEWALK TRIP HAZARD ELIMINATION, Proposal for City of Bloomington, Summer 2024

Joe,

We appreciate the opportunity to submit this proposal for the City of Bloomington. Total cost for this project will **not exceed \$95,000** based on an agreed scope and job rate. Upon your review and acceptance of this proposal, **please sign and return** (or submit a valid purchase order referencing this proposal) via FAX to (616) 582-5951 or email us at info@PCCMich.com.

Our W-9 and proof of insurance (an ACORD) is current and on file. Let us know if any additional information or documents are required before we begin work. We appreciate the opportunity to provide our service.

Precision Concrete Cutting

Precision Concrete Cutting (PCC) has been removing trip hazards from uneven sidewalks and other concrete walkways across the nation for over 25 years. As the industry leader in technology and price, PCC can reduce liability associated with uneven sidewalk and help meet ADA compliance with a method more effective and less expensive than alternatives. PCC utilizes its patented tools and processes that it has developed and refined for trip hazard removal. Not only is trip hazard removal the specialty of PCC... it's the only thing we do. PCC has dozens of locations across the country. Precision Concrete, Inc. is the locally licensed business unit serving Indiana, Michigan, Central Illinois, and Missouri that leverages the proven tools, process, and training to provide this service.

The Advantage

The Precision Concrete Cutting (PCC) service removes the entire trip hazard from side to side on the entire sidewalk while other methods of repair often leave a portion of the trip hazard. Not only can PCC reach the edges of every sidewalk, we can remove trip hazards from virtually any angle and at any location. Trip hazards caused by cracked concrete or located in hard-to-reach places such as in gutters or adjacent to a wall, post, or railing will be eliminated without any damage to nearby impediments. **There is no other process of trip hazard removal available with the quality, flexibility, and diversity as that of PCC.**



Quality

The Precision Concrete Cutting (PCC) process involves the measurement of every sidewalk trip hazard identified. PCC inspects the sidewalks and takes specific measurements to identify and log each trip hazard size and location. These measurements are used to determine the size of repair that is required, and to guarantee that the repair is made to dimensional specifications.

The PCC finished repair is aesthetically pleasing, smooth, and of superior quality compared to alternatives. It does not leave grooves in the surface of the concrete, it is not uneven, and is left with an acceptable coefficient of friction to not create slip hazards.



Environmental & Community Friendly

The Precision Concrete Cutting (PCC) process does not require heavy equipment in the work area. The PCC equipment is small and maneuvered about by individual employees. No damage is created to buildings, landscaping, irrigation systems, or the surrounding environment. Complete cleanup of the work area is performed and dust abatement systems minimize dust. All materials removed are properly recycled.

PCC utilizes a patented dust collection system to keep dust to a minimum while performing its work. This is a great benefit over other repair processes that leave the area covered in concrete dust or slurry. PCC also cleans up the removed concrete and debris created while

performing the repairs and disposes (for recycle) of it as part of the service. Being a complete solution, no follow-on tasks are required of the City of Bloomington staff. Sidewalks remain open with only minor disruption while PCC moves thru an area performing the trip hazard removals.

As a member of the U.S. Green Building Council (USGBC) we are proud of the fact that we reduce the impact to landfills and the environment as a result of our service. For example, **removing and replacing just 50 sidewalk panels would result in approximately 60,000 lbs of concrete being removed** (your average 5' x 5' panel weighs about 1,200 lbs). Using Precision Concrete Cutting, sidewalk trip hazard removal can be accomplished by removing about 400 lbs of concrete that will be recycled. No heavy equipment or hauling is required. Also, there is no damage to trees or adjoining landscape with Precision Concrete Cutting.



Real Savings

Precision Concrete Cutting (PCC) leverages new technology and unique equipment to perform sidewalk repairs at a 70-80% cost savings compared to sidewalk replacement. It is estimated that this project will **save City of Bloomington over \$623,000 on repairs.**

Professional Plan and Approach

Precision Concrete Cutting (PCC) will conduct a pre-construction planning meeting with the City's designated contact(s) using a PCC Project Manager to establish priorities, a high-level schedule for each job site, review risks/constraints, and safety plans. The Project Manager will assure schedule, scope, and budget objectives are attained for the project. The PCC Delivery Manager will assure quality and safety objectives are attained during the onsite work phase of the project.

PCC will deploy a well-marked light-duty pickup truck/van and full logo trailer used to mobilize up to three (3) full sets of cutting equipment and operators. Safety cones are placed wherever the truck/van and trailer park and they are placed on the sidewalks in front of and behind the operator area to assure pedestrian safety during cutting. All PCC staff (including project manager) wears high-visibility safety vests whenever they are outside their vehicle.



Scope and Cost

Precision Concrete Cutting (PCC) is proposing a SAW CUT solution (NOT GRINDING) for the City of Bloomington to remove contiguous sidewalk trip hazards on walkways to be determined by the City. PCC would typically bill for this project at the rate of \$58 per Inch Foot (defined as the average inch height of the trip hazard x linear feet of the hazard). However, PCC will offer a municipal project rate of \$44/IF. For this project, PCC will perform up to 2,159 IF of trip hazard removal (up to the established project budget). It is estimated this project will resolve over 1,690 sidewalk trip hazards. Billing will be based on actual work performed, **without exceeding the approved budget of \$95,000.**

The scope of the sidewalk trip hazards is defined as a differential in the walkway of .375" high but less than or equal to 1.5" high. Trip hazards will be eliminated leaving a maximum running slope (ramp) of 1:8 as permitted to meet ADA requirements. The work will be performed on City sidewalks in the project areas prioritized by the City. *Note: Areas to be determined by City may contain more than 2,159 IF of trip removal. PCC will work in the City's prioritized order, up to the approved or amended City project budget;*

Job No. (Area)	Location		Estimated # of Trip Hazards Cut	Estimated Linear Feet	Estimated Inch Feet	Cost	
1	Area 1 determined by City	0	169	710	216	\$12,522.73	
2	Area 2 determined by City (as budget allows)	0	169	710	216	\$12,522.73	
3	Area 3 determined by City (as budget allows)	0	169	710	216	\$12,522.73	
4	Area 4 determined by City (as budget allows)	0	169	710	216	\$12,522.73	
5	Area 5 determined by City (as budget allows)	0	169	710	216	\$12,522.73	
6	Area 6 determined by City (as budget allows)	0	169	710	216	\$12,522.73	
7	Area 7 determined by City (as budget allows)	0	169	710	216	\$12,522.73	
8	Area 8 determined by City (as budget allows)	0	169	710	216	\$12,522.73	
9	Area 9 determined by City (as budget allows)	0	169	710	216	\$12,522.73	
10	Area 10 determined by City (as budget allows)	0	169	710	216	\$12,522.73	
		Totals	0	1,690	7,098	2,159	\$125,227.27

Additional Services: \$0.00
 Travel and Expenses: \$0.00
 Discount* : -\$30,227.27
Net Proposed Total: \$95,000.00

***Municipal discount will apply if project is accepted prior to July 31, 2024, and with an authorization to proceed with project by August 26, 2024.**

MAP: Work area(s) will be determined by City.



Sole Source Status

The technology that Precision Concrete Cutting uses to remove trip hazards has been developed and patented by Precision Concrete Cutting based in Provo, UT. Precision Concrete Cutting and its local branches are the only companies authorized to use the patented equipment and method for removing sidewalk trip hazards as described by the following patent numbers:

U.S. Patent No. 6,827,074
U.S. Patent No. 6,896,604
U.S. Patent No. 7,000,606

U.S. Patent No. 7,143,760
U.S. Patent No. 7,201,644
U.S. Patent No. 7,402,095

These patent numbers and the Precision Concrete Cutting (PCC) licensing agreement make Precision Concrete, Inc. a sole source for trip hazard removal in Indiana using this technology.

Invoicing

A Precision Concrete Cutting (PCC) invoice will be issued for work completed at the conclusion of the project. Payment terms are net 15 days from the date work is completed unless contract states otherwise. PCC will not charge the City of Bloomington any additional fees for mobilization, setup, cleanup, or travel / expenses. All such fees are included in the proposed price.

An itemized invoice listing the location of each trip hazard resolved will be listed and can be provided in hard copy or soft copy as required by the City of Bloomington. This itemized list provides the City with a completely auditable summary of the work performed by PCC. It is also a document that can support the fact that your organization has a proactive sidewalk maintenance program in place.

Summary

Precision Concrete Cutting is very interested in working with the City of Bloomington to deliver a proactive and cost-effective sidewalk maintenance program to help with the efforts of ADA compliance and reduce liabilities associated with sidewalk trip hazards. Our goal is to foster a long-term relationship in which we can help the City of Bloomington achieve its annual sidewalk maintenance objectives.



Thank you for your consideration. Signature and date below confirms your acceptance of this proposal.

Rick Anderson, Business Dev Manager, Indiana
and **Mark Bonkowski** (President)

Precision Concrete, Inc.
1896 Goldeneye Drive
Holland MI 49424

(317) 618-0611 Cell

(616) 403-1140 Office
(616) 582-5951 Fax

Customer

authorized signature / date

printed name / title



Board of Public Works Staff Report

Project/Event: Contract Service Agreement
Petitioner/Representative: Street Department
Staff Representative: Joe Van Deventer
Meeting Date: February 13, 2024

Precision Concrete, Inc., is proposing a saw cut solution (not grinding) for the City of Bloomington, to remove sidewalk trip hazards on sidewalks located in various locations. Trip hazards will be eliminated leaving a maximum running slop (ramp) of 1:8 as permitted to meet ADA requirements. Precision Concrete Services will correct 1,350 trip hazards. This is a continuous project to repair trip hazards within the City.

Precision Concrete Cutting **\$ 100,000**



January 22, 2024



City of Bloomington

Attn: Joe Van Deventer, Director of Street Operations
1981 S Henderson
Bloomington, IN 47401

Phone: (812) 349-3448 Cell: (812) 327-3336 Email: vandevej@bloomington.in.gov

Subject: **SIDEWALK TRIP HAZARD ELIMINATION, Proposal for City of Bloomington, Spring 2024**

Joe,

We appreciate the opportunity to submit this proposal for the City of Bloomington. Total cost for this project will **not exceed \$100,000** based on an agreed scope and job rate. Upon your review and acceptance of this proposal, **please sign and return** (or submit a valid purchase order referencing this proposal) via FAX to (616) 582-5951 or email us at **info@PCCMich.com**.

Our W-9 and proof of insurance (an ACORD) is current and on file. Let us know if any additional information or documents are required before we begin work. We appreciate the opportunity to provide our service.

Precision Concrete Cutting

Precision Concrete Cutting (PCC) has been removing trip hazards from uneven sidewalks and other concrete walkways across the nation for over 25 years. As the industry leader in technology and price, PCC can reduce liability associated with uneven sidewalk and help meet ADA compliance with a method more effective and less expensive than alternatives. PCC utilizes its patented tools and processes that it has developed and refined for trip hazard removal. Not only is trip hazard removal the specialty of PCC... it's the only thing we do. PCC has dozens of locations across the country. Precision Concrete, Inc. is the locally licensed business unit serving Indiana, Michigan, Central Illinois, and Missouri that leverages the proven tools, process, and training to provide this service.

The Advantage

The Precision Concrete Cutting (PCC) service removes the entire trip hazard from side to side on the entire sidewalk while other methods of repair often leave a portion of the trip hazard. Not only can PCC reach the edges of every sidewalk, we can remove trip hazards from virtually any angle and at any location. Trip hazards caused by cracked concrete or located in hard-to-reach places such as in gutters or adjacent to a wall, post, or railing will be eliminated without any damage to nearby impediments. **There is no other process of trip hazard removal available with the quality, flexibility, and diversity as that of PCC.**



Quality

The Precision Concrete Cutting (PCC) process involves the measurement of every sidewalk trip hazard identified. PCC inspects the sidewalks and takes specific measurements to identify and log each trip hazard size and location. These measurements are used to determine the size of repair that is required, and to guarantee that the repair is made to dimensional specifications.

The PCC finished repair is aesthetically pleasing, smooth, and of superior quality compared to alternatives. It does not leave grooves in the surface of the concrete, it is not uneven, and is left with an acceptable coefficient of friction to not create slip hazards.



Environmental & Community Friendly

The Precision Concrete Cutting (PCC) process does not require heavy equipment in the work area. The PCC equipment is small and maneuvered about by individual employees. No damage is created to buildings, landscaping, irrigation systems, or the surrounding environment. Complete cleanup of the work area is performed and dust abatement systems minimize dust. All materials removed are properly recycled.

PCC utilizes a patented dust collection system to keep dust to a minimum while performing its work. This is a great benefit over other repair processes that leave the area covered in concrete dust or slurry. PCC also cleans up the removed concrete and debris created while performing the repairs and disposes (for recycle) of it as part of the service. Being a complete solution, no follow-on tasks are required of the City of Bloomington staff. Sidewalks remain open with only minor disruption while PCC moves thru an area performing the trip hazard removals.

As a member of the U.S. Green Building Council (USGBC) we are proud of the fact that we reduce the impact to landfills and the environment as a result of our service. For example, **removing and replacing just 50 sidewalk panels would result in approximately 60,000 lbs of concrete being removed** (your average 5' x 5' panel weighs about 1,200 lbs). Using Precision Concrete Cutting, sidewalk trip hazard removal can be accomplished by removing about 400 lbs of concrete that will be recycled. No heavy equipment or hauling is required. Also, there is no damage to trees or adjoining landscape with Precision Concrete Cutting.



Real Savings

Precision Concrete Cutting (PCC) leverages new technology and unique equipment to perform sidewalk repairs at a 70-80% cost savings compared to sidewalk replacement. It is estimated that this project will **save City of Bloomington over \$500,000 on repairs.**

Professional Plan and Approach

Precision Concrete Cutting (PCC) will conduct a pre-construction planning meeting with the City's designated contact(s) using a PCC Project Manager to establish priorities, a high-level schedule for each job site, review risks/constraints, and safety plans. The Project Manager will assure schedule, scope, and budget objectives are attained for the project. The PCC Delivery Manager will assure quality and safety objectives are attained during the onsite work phase of the project.

PCC will deploy a well-marked light-duty pickup truck/van and full logo trailer used to mobilize up to three (3) full sets of cutting equipment and operators. Safety cones are placed wherever the truck/van and trailer park and they are placed on the sidewalks in front of and behind the operator area to assure pedestrian safety during cutting. All PCC staff (including project manager) wears high-visibility safety vests whenever they are outside their vehicle.



Scope and Cost

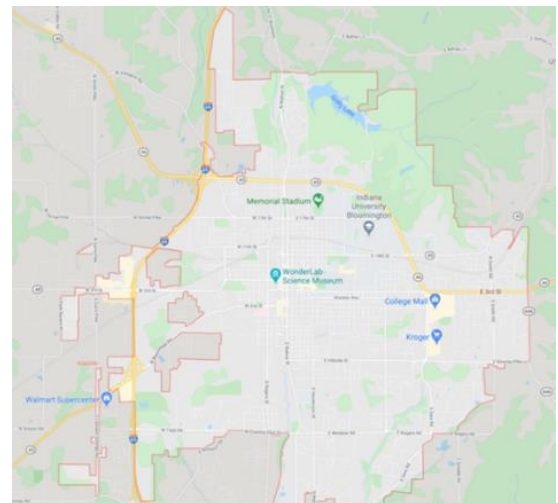
Precision Concrete Cutting (PCC) is proposing a SAW CUT solution (NOT GRINDING) for the City of Bloomington to remove contiguous sidewalk trip hazards on walkways to be determined by the City. PCC would typically bill for this project at the rate of \$58 per Inch Foot (defined as the average inch height of the trip hazard x linear feet of the hazard). However, PCC will offer a municipal project rate of \$44/IF. For this project, PCC will perform up to 2,273 IF of trip hazard removal (up to the established project budget). It is estimated this project will resolve over 1,350 sidewalk trip hazards. Billing will be based on actual work performed, **without exceeding the approved budget of \$100,000.**

The scope of the sidewalk trip hazards is defined as a differential in the walkway of .375" high but less than or equal to 1.5" high. Trip hazards will be eliminated leaving a maximum running slope (ramp) of 1:8 as permitted to meet ADA requirements. The work will be performed on City sidewalks in the project areas prioritized by the City. *Note: Areas to be determined by City may contain more than 2,272 IF of trip removal. PCC will work in the City's prioritized order, up to the approved or amended City project budget;*

Job No. (Area)	Location	(Remove and Replace)	Estimated # of Trip Hazards Cut	Estimated Linear Feet	Estimated Inch Feet	Cost	
1	Area 1 determined by City	0	135	567	227.27	\$13,181.82	
2	Area 2 determined by City (as budget allows)	0	135	567	227.27	\$13,181.82	
3	Area 3 determined by City (as budget allows)	0	135	567	227.27	\$13,181.82	
4	Area 4 determined by City (as budget allows)	0	135	567	227.27	\$13,181.82	
5	Area 5 determined by City (as budget allows)	0	135	567	227.27	\$13,181.82	
6	Area 6 determined by City (as budget allows)	0	135	567	227.27	\$13,181.82	
7	Area 7 determined by City (as budget allows)	0	135	567	227.27	\$13,181.82	
8	Area 8 determined by City (as budget allows)	0	135	567	227.27	\$13,181.82	
9	Area 9 determined by City (as budget allows)	0	135	567	227.27	\$13,181.82	
10	Area 10 determined by City (as budget allows)	0	135	567	227.27	\$13,181.82	
Totals		0	1,350	5,670	2,272.73	\$131,818.18	
						Additional Services:	\$0.00
						Travel and Expenses:	\$0.00
						Discount* :	-\$31,818.18
Net Proposed Total:							\$100,000.00

*Municipal discount will apply if project is accepted prior to March 1, 2024, and with an authorization to proceed with project by March 29, 2024 (weather and schedule permitting).

MAP: Work area(s) will be determined by City.



Sole Source Status

The technology that Precision Concrete Cutting uses to remove trip hazards has been developed and patented by Precision Concrete Cutting based in Provo, UT. Precision Concrete Cutting and its local branches are the only companies authorized to use the patented equipment and method for removing sidewalk trip hazards as described by the following patent numbers:

U.S. Patent No. 6,827,074
U.S. Patent No. 6,896,604
U.S. Patent No. 7,000,606

U.S. Patent No. 7,143,760
U.S. Patent No. 7,201,644
U.S. Patent No. 7,402,095

These patent numbers and the Precision Concrete Cutting (PCC) licensing agreement make Precision Concrete, Inc. a sole source for trip hazard removal in Indiana using this technology.

Invoicing

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Rick Anderson, Business Dev Manager, Indiana
and **Mark Bonkowski** (President)

Precision Concrete, Inc.
1896 Goldeneye Drive
Holland MI 49424

(317) 618-0611 Cell

(616) 403-1140 Office
(616) 582-5951 Fax

City of Bloomington - Board of Public Works
Customer

Kyla Cox Decard 2/13/24
authorized signature / date

LYLA COX DECARD, PRESIDENT
printed name / title

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
PRECISION CONCRETE, LLC**

This Agreement, entered into on this 13th day of February, 2024, by and between the City of Bloomington Department of Public Works (the “Department”), and Precision Concrete, LLC (“Contractor”).

Article 1. Scope of Services After receiving a **Notice to Proceed**, Contractor shall perform repair and maintenance services of the following types: remove trip hazards from uneven sidewalks and other concrete walkways within the City. 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 Joe Van Deventer, Director of Street Operations, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Joe Van Deventer, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

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

stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington Public Works, Attn: Joe Van Deventer, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: Precision Concrete, LLC, 1896 Goldeneye Drive, Holland, MI 49424.

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

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

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

Article 25. Living Wage Ordinance Contractors that are considered "covered employers" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," are 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 is determined to be a covered employer under the LWO. 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.

Article 26. Renewal This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term

CITY OF BLOOMINGTON

Precision Concrete, LLC

DocuSigned by:
Margie Rice
E9A0FAE19B82413...

Margie Rice, Corporation Counsel

Bonnie K Bonkowski March 1, 2024

Bonnie K Bonkowski, Chief Financial Officer

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason

Adam Wason, Director

Kyla Cox Deckard

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF MICHIGAN)
)SS:
COUNTY OF OTTAWA)

AFFIDAVIT

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

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


Signature

Bonnie Bonkowski
Printed Name

STATE OF MICHIGAN)
)SS:
COUNTY OF OTTAWA)

Before me, a Notary Public in and for said County and State, personally appeared Bonnie Bonkowski and acknowledged the execution of the foregoing this 15th day of March, 2024.

Joseph Moreland
Notary Public Printed Name


Notary Public's Signature

My Commission Expires: 2/13/2025

County of Residence: Kent

My Commission #: _____

JOSEPH MORELAND NOTARY PUBLIC - STATE OF MICHIGAN COUNTY OF KENT My Commission Expires February 13, 2025 Acting in the County of <u>Ottawa</u>
--



EXHIBIT B

STATE OF MICHIGAN)
) SS:
COUNTY OF OTTAWA)

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 1st day of march, 2024.

Precision Concrete, Inc.

By: *Bonnie Bonkowski*

Bonnie Bonkowski, CFO

STATE OF MICHIGAN)
) SS:
COUNTY OF OTTAWA)

Before me, a Notary Public in and for said County and State, personally appeared Bonnie Bonkowski and acknowledged the execution of the foregoing this 1st day of March, ~~2023~~ 2024

Joseph Moreland
Notary Public Printed Name

Joseph Moreland
Notary Public's Signature

My Commission Expires: 2/13/2025

County of Residence: Kent

My Commission #: _____

JOSEPH MORELAND
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF KENT
My Commission Expires February 13, 2025
Acting in the County of Ottawa



EXHIBIT C

AFFIDAVIT THE LIVING WAGE ORDINANCE

The undersigned, being duly sworn, hereby affirms and says that: 1. The

undersigned is the CFO. of Precision Concrete, Inc.
(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 [Handwritten Signature]

Bonnie Bonkowski, CFO
Printed name

STATE OF MICHIGAN) SS:
COUNTY OF OTTAWA)

Before me, a Notary Public in and for said County and State, personally appeared Bonnie Bonkowski and acknowledged the execution of the foregoing this 1st day of March, 2024.

My Commission Expires: 2/13/2025

County of Residence: Kent

[Handwritten Signature]
Notary Public

Joseph Moreland
Name Printed

Commission Number

JOSEPH MORELAND
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF KENT
My Commission Expires February 13, 2025
Acting in the County of Ottawa



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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
7/12/2024	Payroll				596,242.03
					<u>596,242.03</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of \$ 596,242.03

Dated this 16th day of July year of 2024.

Kyla Cox Deckard, President Elizabeth Karon, 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 _____



Board of Public Works

Staff Report

Project/Event: Resolution 24-42
Petitioner/Representative: City of Bloomington
Staff Representative: Aleksandrina Pratt
Date: July 16, 2024

Report:

Under Indiana law, the Board must issue prior written approval of payments pre-approved by the controller for a special purchase under emergency conditions. Resolution 24-42 gives the necessary prior written approval.

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2024-42**

**A WRITTEN APPROVAL OF PAYMENTS PRE-APPROVED BY THE CONTROLLER
FOR A SPECIAL PURCHASE UNDER EMERGENCY CONDITIONS**

WHEREAS, in accordance with Indiana Code § 5-22-10-4, the Board of Public Works (“Board”) may make a special purchase when there exists, under emergency conditions, a threat to public health, welfare, or safety; and,

WHEREAS, in accordance with Indiana Code § 5-22-10-1, the Board may make a special purchase under emergency conditions without soliciting bids or proposals; and

WHEREAS, in accordance with Indiana Code § 5-22-10-3, the Board shall maintain the contract records for a special purchase under emergency conditions in a separate file and shall include in the contract file a written determination of the basis for the special purchase and the selection of a particular contractor. The record must also contain each contractor’s name, the amount and type of the contract, and a description of the supplies purchased under each contract; and,

WHEREAS, in accordance with Indiana Code § 36-4-8-14 and Bloomington Municipal Code 2.26.085, the controller is authorized to pay expenses that must be paid because of emergency circumstances prior to Board approval provided that: the Board has issued prior written approval of these pre-approved payments and the Board reviews and allows the claim at its next regular meeting following the pre-approved payment of expense.

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

1. A written approval of payments pre-approved by the controller to pay for expenses under the jurisdiction of the Board that must be paid because of emergency circumstances is issued.
2. The claim for emergency expenses shall be reviewed by the Board at its next regular meeting.
3. A separate file for each special purchase under emergency conditions shall be created and maintained.

ADOPTED THIS 16th DAY OF JULY, 2024

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary



Board of Public Works

Staff Report

Project/Event: Resolution 24-43
Petitioner/Representative: City of Bloomington
Staff Representative: Aleksandrina Pratt
Date: July 16, 2024

Report:

The controller pre-approved a special purchase in connection with clearing trees and vegetation debris caused by the storm that swept through Bloomington on June 25, 2024. Staff is requesting that the Board approve the pre-approved purchase in an amount not to exceed \$500,000.

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2024-43**

**APPROVAL OF SPECIAL PURCHASE UNDER EMERGENCY CONDITIONS
FOR STORM DEBRIS CLEAN UP**

WHEREAS, in accordance with Indiana Code § 36-9-6-2, the Board of Public Works (“Board”) shall supervise the streets, alleys, public grounds, and other property of the City of Bloomington (“City”), and shall keep them in repair and good condition. The Board shall also provide for the cleaning of the City streets and alleys; and,

WHEREAS, in accordance with Indiana Code § 36-9-6-8, the Board may, by contract or otherwise, clean and sprinkle any public place within the City; and,

WHEREAS, in accordance with Indiana Code § 5-22-10-4, the Board may make a special purchase when there exists, under emergency conditions, a threat to public health, welfare, or safety; and,

WHEREAS, in accordance with Indiana Code § 5-22-10-1, the Board may make a special purchase under emergency conditions without soliciting bids or proposals; and

WHEREAS, in accordance with Indiana Code § 36-4-8-14, Bloomington Municipal Code 2.26.085, and Resolution 24-42, the Board has issued a written approval of payments pre-approved by the controller for a special purchase under emergency conditions; and

WHEREAS, on June 25, 2024, a thunderstorm with wind gusts of up to 78 mph swept through the City, uprooting and breaking tress, and causing major power outages; and

WHEREAS, the City partnered with Williams Tree Company of Martinsville to collect trees and vegetation debris from the storm in an effort to clear the right-of-way and help residents that have been affected by the storm; and

WHEREAS, the controller approved payment of expenses for the collection of trees and vegetation throughout the City in the not-to-exceed amount of \$150,000 (Exhibit A) and \$350,000 (Exhibit B).

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

1. The thunderstorm that swept through the City on June 25, 2024, created an emergency condition that justifies a special purchase.
2. The payment that was pre-approved by the controller in the not-to-exceed amount of \$150,000 (Exhibit A) and \$350,000 (Exhibit B) for this special purchase is approved.
3. A separate file for the records of this special purchase is created.

ADOPTED THIS 16th DAY OF JULY, 2024
BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

City of Bloomington Emergency Purchase Justification Form

Vendor: Williams Tree Company LLC

Amount: DNE \$150,000

Emergency Purchase is a purchase which has been determined by the Department Head, and approved by the Controller, to be an emergency, and would cause immediate danger to health, safety or welfare, or other substantial loss to the City if not procured. This is a Special Purchasing Method as established by Indiana State Code 5-22-10, and does not require formal quotes, bids, or proposals.

PURCHASE INFORMATION

- 1. State the reason for the emergency purchase by explaining what the emergency is and what caused the emergency situation:

Due to storms that took place on Tuesday, June 25, 2024 the City of Bloomington experienced heavy vegetation damage throughout the City that exceeds our current capacity. The County issued an Emergency Declaration the following day due to the extent of the damage caused by the storm.

- 2. State the facts that lead to the conclusion that financial or operational damage or risk of damage will occur if needs are not satisfied immediately (do not simply say that there will be damage or risk of damage):

The urban forester estimates that approximately 2% of the City's trees were damaged or downed, representing approximately 2,000 - 3,000 trees that are currently hindering passage of the right-of-way. This scope of work exceeds the capacity of the Street Division and requires assistance from the selected vendor. Their assistance will ensure that Public Works is able to get roads, sidewalks, and pathways accessible and passible for the residents of Bloomington as we recover from this event.

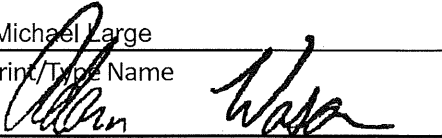
- 3. State why the needs were not or could not be anticipated so that goods or services could not have been purchased following standard procedures:

Due to the unforeseen damage created by this storm we are unable to remove the materials due to the extensive amount on the ground. In addition this has been declared an emergency situation requiring additional appropriations to expedite a return to normal operations that could not have been mitigated or planned for in advance.

- 4. State the name of the Vendor and the reason and process used for selecting this vendor (Attach all quotes or proposals received from other sources, if applicable):

Public Works staff reached out to four commercial vegetation removal contractors with Williams Tree Service LLC being the only responsive vendor. Their proposal and letters of recommendation have been attached to the original submission request.

I certify that the above statements are true and correct, and that no other material fact or consideration offered or given has influenced this recommendation for an emergency procurement.

Michael Large
 Print/Type Name

 Department Head Signature

Special Projects/Operations
 Print/Type Title
 June 28, 2004
 Date

Public Works
 Department
 812-360-7268
 Telephone Number

Amount: \$150,000.00

Budget Line: 101-02-20000-53170

Approved by: _____

Date: _____

Jessica McClellan - Controller

City of Bloomington Emergency Purchase Justification Form

Vendor: Williams Tree Company LLC

Amount: DNE \$350,000

Emergency Purchase is a purchase which has been determined by the Department Head, and approved by the Controller, to be an emergency, and would cause immediate danger to health, safety or welfare, or other substantial loss to the City if not procured. This is a Special Purchasing Method as established by Indiana State Code 5-22-10, and does not require formal quotes, bids, or proposals.

PURCHASE INFORMATION

1. State the reason for the emergency purchase by explaining what the emergency is and what caused the emergency situation:

Due to storms that took place on Tuesday, June 25, 2024 the City of Bloomington experienced heavy vegetation damage throughout the City that exceeds our current capacity. The County issued an Emergency Declaration the following day due to the extent of the damage caused by the storm.

2. State the facts that lead to the conclusion that financial or operational damage or risk of damage will occur if needs are not satisfied immediately (do not simply say that there will be damage or risk of damage):

The urban forester estimates that approximately 2% of the City's trees were damaged or downed, representing approximately 2,000 - 3,000 trees that are currently hindering passage of the right- of- way. This scope of work exceeds the capacity of the Street Division and requires assistance from the selected vendor. Their assistance will ensure that Public Works is able to get roads, sidewalks, and pathways accessible and passible for the residents of Bloomington as we recover from this event.

3. State why the needs were not or could not be anticipated so that goods or services could not have been purchased following standard procedures:

Due to the unforeseen damage created by this storm we are unable to remove the materials due to the extensive amount on the ground. In addition this has been declared an emergency situation requiring additional appropriations to expedite a return to normal operations that could not have been mitigated or planned for in advance.

4. State the name of the Vendor and the reason and process used for selecting this vendor (Attach all quotes or proposals received from other sources, if applicable):

Public Works staff reached out to four commercial vegetation removal contractors with Williams Tree Service LLC being the only responsive vendor. Their proposal and letters of recommendation have been attached to the original submission request.

I certify that the above statements are true and correct, and that no other material fact or consideration offered or given has influenced this recommendation for an emergency procurement.

Adam Wason

 Print/Type Name

Public Works Director

 Print/Type Title

Public Works

 Department

 Department Head Signature

July 15, 2024

 Date

812-349-3516

 Telephone Number

Amount: \$350,000.00

Budget Line: 101-02-20000-53170

Approved by: _____

Date: _____

Jessica McClellan - Controller

Staff Report

TO: Utilities Service Board and Board of Public Works
FROM: Chris Wheeler, City Legal
RE: Request Approval of Street Sweeping MOU between CBU and Public Works
Date: July 9, 2024

This Staff Report briefly outlines the proposed Street Sweeping MOU between CBU and Public Works. This MOU addresses the division of responsibilities for street sweeping operations between the two departments, a transfer of assets from Public Works to Utilities and where to dispose of street sweeping spoils. Essentially, CBU will be responsible for all regular, routine street sweeping on a day to day basis as well as at special events while Public Works will be responsible for street sweeping for call outs and paving operations throughout the City. All spoils will (excepting millings) will be disposed of in roll off containers kept and maintained by CBU. CBU will be responsible for final disposal. Finally, Public Works has street sweeping assets that it will transfer to CBU as listed in the MOU.

Staff Recommendation: Staff recommends approval of this MOU by USB and BPW.

Board Action: USB is scheduled to discuss and vote on the MOU on Monday, July 15, 2024. BPW is scheduled to discuss and vote on the MOU on Tuesday, July 16, 2024.

Remaining Action: No further action required after board approval.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BLOOMINGTON UTILITIES
AND THE CITY OF BLOOMINGTON DEPARTMENT OF PUBLIC WORKS
FOR STREET SWEEPING**

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Bloomington Utilities Department (“CBU”) by and through its Utilities Service Board (“USB”) and the City of Bloomington Public Works Department (“DPW”) by and through the Board of Public Works (“BPW”).

WHEREAS, the City of Bloomington, Indiana (“City”), pursuant to statutory authority set out in Indiana Code Sections 36-4-9-4 and 36-4-9-5, has established a Department of Public Works which has in turn established the Street Division (“Street”) which acts by and through the City’s Board of Public Works, and pursuant to statutory authority set out in Indiana Code Section 36-9-23-3, has established the City of Bloomington Utilities Department which acts by and through its Utilities Service Board, who are collectively referred to as the Parties throughout this MOU; and

WHEREAS, Street is engaged in the ongoing operation of street sweeping throughout the City’s corporate boundaries; and

WHEREAS, Street wishes to have CBU take over certain aspects of those street sweeping operations including, among other things, the transfer of certain identified street sweeping equipment currently housed with Street; and

WHEREAS, CBU wishes to take over those certain aspects of street sweeping operations and equipment from Street.

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

1. For purposes of this MOU, the act of sweeping streets, or street sweeping, means any and all mechanical sweeping performed by street sweeping machines/vehicles. Street sweeping does not mean manual sweeping performed by humans without the aid of machination.
2. Street Sweeping Operations: Effective July 16, 2024, street sweeping operations shall be divided between Street and CBU as follows:
 - a. Street Sweeping Operations Performed by Street: Street shall be responsible for any and all street sweeping associated with any and all call outs and paving projects throughout the City of Bloomington. Street shall continue to own, operate and maintain street sweeping equipment sufficient to fully accommodate the City of Bloomington in these ongoing needs and responsibilities.
 - b. Street Sweeping Operations Performed by CBU: CBU shall be responsible for any and all street sweeping associated with any and all special events and any and all regular and routine sweeping of all city owned streets located within the City of Bloomington’s municipal corporate boundaries.



Board of Public Works Staff Report

Project/Event: Approve Change Order #1 for the Moores Pike SE Park Trail Improvements

Petitioner/Representative: Engineering Department

Staff Representative: Zac Rogers

Date: July 16th, 2024

Report: This project was awarded to E&B Paving Inc. at the December 5th, 2023 meeting of the Board in the amount of \$142,168.00. This change order is for an additional \$1,621.54 to the contract, for a final contract amount of \$143,789.54. This project realigned SE Park Trail and added a 2ft shoulder to Moores Pike Rd.

This is a balancing change order for overrun items:

- COMPACTED AGGREGATE NO. 53 additional 8 CYS + \$960.00
- CULVERT HEADWALL, CONCRETE additional .25 CYS + \$625.00
- RIPRAP, REVETMENT – additional .63 TON + \$36.54

City of Bloomington Contract and Purchase Justification Form

Vendor:

Contract Amount:

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

PURCHASE INFORMATION

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

Request for Quote (RFQ)	Request for Proposal (RFP)	Sole Source	Not Applicable (NA)
Invitation to Bid (ITB)	Request for Qualifications (RFQu)	Emergency Purchase	

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

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

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

Print/Type Name

Print/Type Title

Department



City of Bloomington, Indiana

Change Order Details

Moore's Pike - SE Park Trail Improvements

Description	Realign the SE Park Trail and add a 2ft shoulder on Moore's Pike.
Prime Contractor	Crider & Crider, Inc. 1900 Liberty Drive Bloomington, IN 47403
Change Order	1
Status	Pending
Date Created	06/21/2024
Type	Other
Summary	Balance
Change Order Description	This change order is for additional concrete and crushed aggregate used for the trail and culvert pipe improvements
Awarded Project Amount	\$142,168.00
Authorized Project Amount	\$142,168.00
Change Order Amount	\$1,621.54
Revised Project Amount	\$143,789.54

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 2 - Description									
0009	301-12234	CYS	\$120.000	40.000	\$4,800.00	8.000	\$960.00	48.000	\$5,760.00
COMPACTED AGGREGATE NO. 53									
Reason: Balancing Change Order									
0012	714-09971	CYS	\$2,500.000	6.000	\$15,000.00	0.250	\$625.00	6.250	\$15,625.00
CULVERT HEADWALL, CAST-IN-PLACE REINFORCED CONCRETE									
Reason: Balancing Change Order									
0013	616-06406	TON	\$58.000	19.000	\$1,102.00	0.630	\$36.54	19.630	\$1,138.54
RIPRAP, REVETMENT									
Reason: Balancing Change Order									
3 items			Totals		\$20,902.00		\$1,621.54		\$22,523.54

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

Engineer

Contractor

Board of Public Works

Title

Title

Title

Date

Date

Date

Doc Express® Document Signing History

Contract: Moores Pike SE/Park Trail Improvements Document: change_order-1-20240621

This document is in the process of being signed by all required signatories using the Doc Express® service. Following are the signatures that have occurred so far.

Date	Signed By
06/25/2024	James Ford Crider & Crider, Inc Electronic Signature (Contractor Reviewed)
06/25/2024	Zac Rogers City of Bloomington Digital Signature (PM Reviewed)
	(Engineer Reviewed)
	(Funding Approved)



Board of Public Works Staff Report

Project/Event:	Service Solutions of Bloomington Request for Sidewalk and Lane Closures
Staff Representative:	Dashiell Schonemann-Poppeliers
Petitioner/Representative:	Brian King
Date:	July 16 th , 2024

Report: Service Solutions of Bloomington is requesting a 3 day lane closure during working hours and a 5 day sidewalk closure adjacent to the properties of 1200 and 1116 N College Ave. This request is to accommodate installing sewer and water service lines to the two properties, removing and widening the sidewalk adjacent to the properties, and removing and reinstalling existing pavement.

Service Solutions of Bloomington has supplied maintenance of traffic plans for both closures. Staff has requested that they provide notice to property owners about the BPW meeting and scope of their work.

[Type here] **Service Solutions of Bloomington Inc.** [Type here]

July 9th, 2024

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

Re: 1200 and 1116 N College Ave sidewalk closure request.

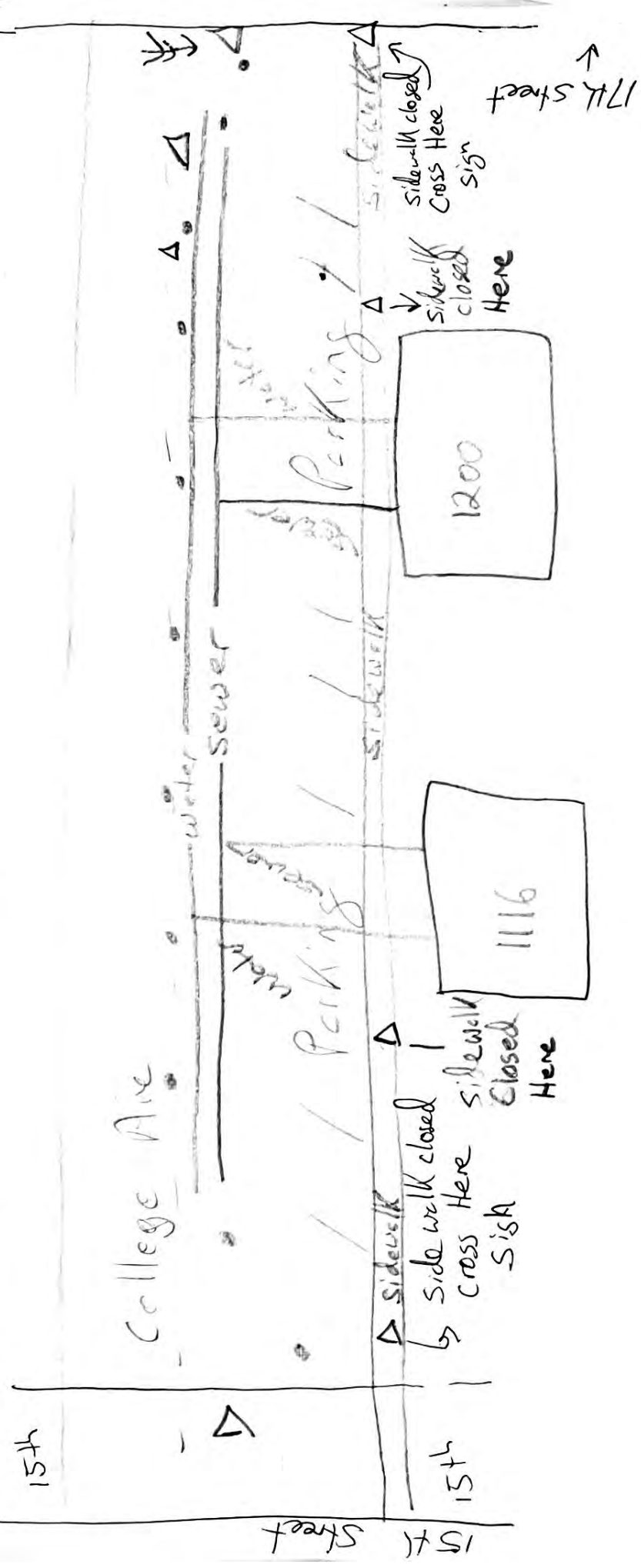
We are requesting sidewalk closure for the replacement, installation and improvements of the existing sidewalk to be widened in conjunction with installation of new water and sewer utilities to be installed as part of the proposed property improvements for the new structures at both 1200 and 1116 N College Ave. The approved site plan improvements for both structures include installation of new sewer laterals running new lines from the structures across the sidewalk into the road to the sewer main, as well as new water lines to include a new taps at the main to cross the sidewalk to a new double meter set one for each structure between the sidewalk and the structure. The site plan includes removal and replacement of the existing sidewalk for the length of both properties at 1200 and 1116 N College Ave to increase the width of the existing sidewalk footprint. During this process when accessing the sewer main that is located within the east lane of N College ave will require lane closure during working hours and will be open after working hours using street plates. The lane closure will be 2 to 3 days. This project is proposed to be completed in 1 week in the month of July 2024.

Thank You

Brian King
President

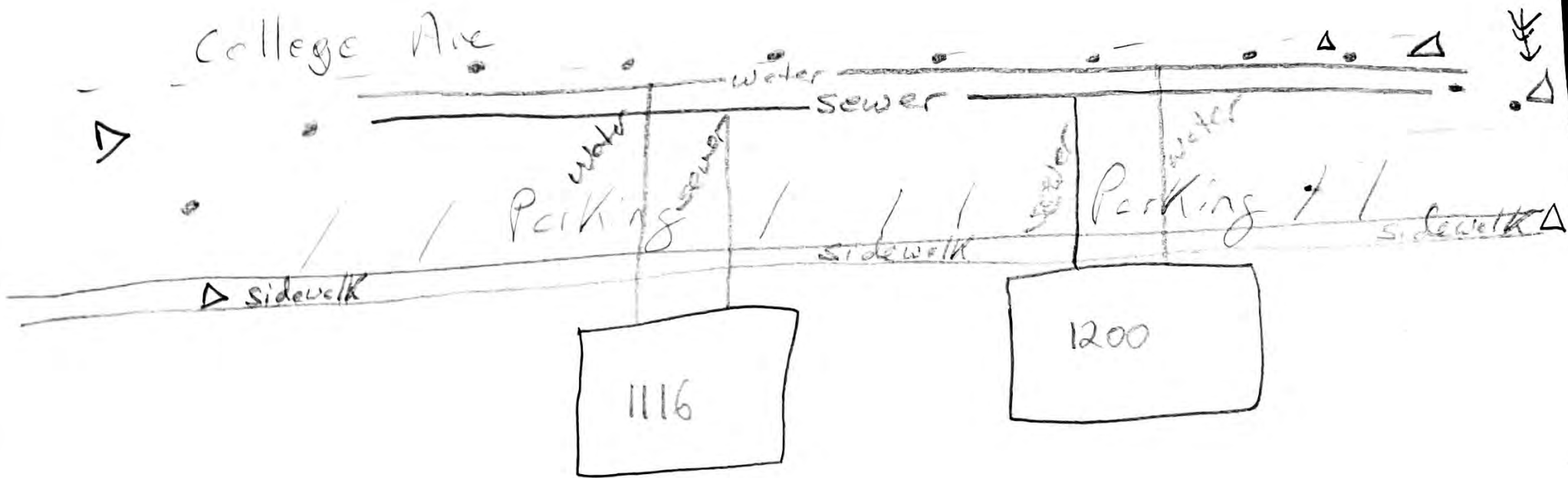
- Banned
- Signs
- Arrow board

Lane closure sidewalk closure during work hours to streets
 water and sewer for new service lines. Bar codes will
 mark off lane and lane closure and road work ahead signs
 will indicate traffic restriction. Lines will be placed and open
 at night. Sidewalk will be closed and paved back within 1 day.
 Signs will be used to indicate sidewalk closure. Arrow board will be used
 to alert traffic of lane closure.



Lane closure sidewalk closure during work hours to access water and sewer for new service lines. Bermeades will mark off lane and lane closure and Road work ahead signs will indicate traffic restriction. Lines will be plotted and open cut night. sidewalk will be closed and paved back within 1 day. Signs will be used to indicate sidewalk closure. Arrow board will be used to alert traffic of lane closure.

- - Bermeades
- △ - Signs
- ⇨ - Arrow board



2 →

**Notes for Figure 6H-33—Typical Application 33
Stationary Lane Closure on a Divided Highway**

Standard:

1. This information also shall be used when work is being performed in the lane adjacent to the median on a divided highway. In this case, the LEFT LANE CLOSED signs and the corresponding Lane Ends signs shall be substituted.
2. When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed as needed.

Guidance:

3. *When paved shoulders having a width of 8 feet or more are closed, channelizing devices should be used to close the shoulder in advance of the merging taper to direct vehicular traffic to remain within the traveled way.*

Option:

4. A truck-mounted attenuator may be used on the work vehicle and/or shadow vehicle.

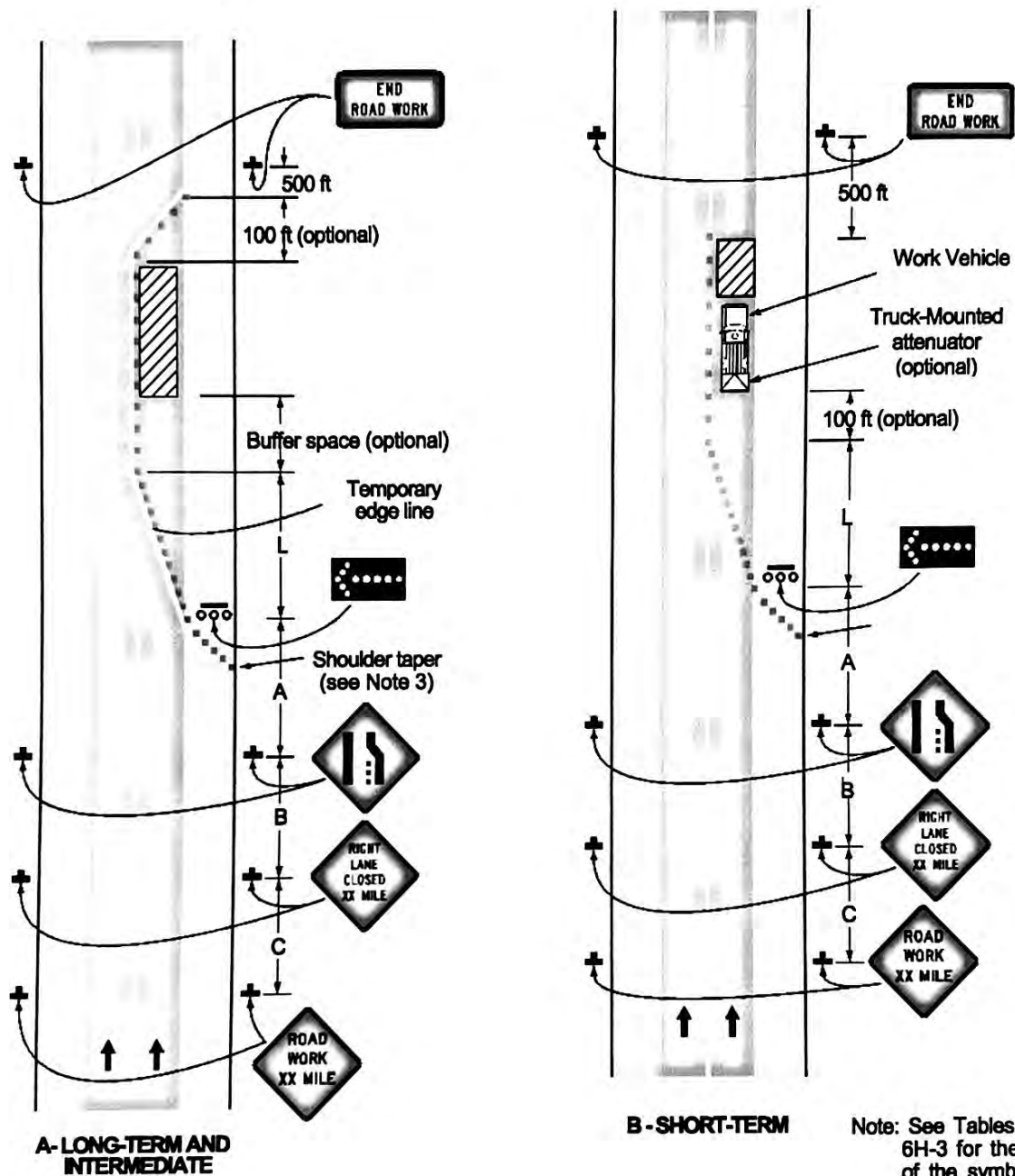
Support:

5. Where conditions permit, restricting all vehicles, equipment, workers, and their activities to one side of the roadway might be advantageous.

Standard:

6. **An arrow board shall be used when a freeway lane is closed. When more than one freeway lane is closed, a separate arrow board shall be used for each closed lane.**

Figure 6H-33. Stationary Lane Closure on a Divided Highway (TA-33)



Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

Typical Application 33

Notes for Figure 6H-28 Typical Application 28
Sidewalk Detour or Diversion

Standard:

1. **When crosswalks or other pedestrian facilities are closed or relocated, temporary facilities shall be detectable and shall include accessibility features consistent with the features present in the existing pedestrian facility.**

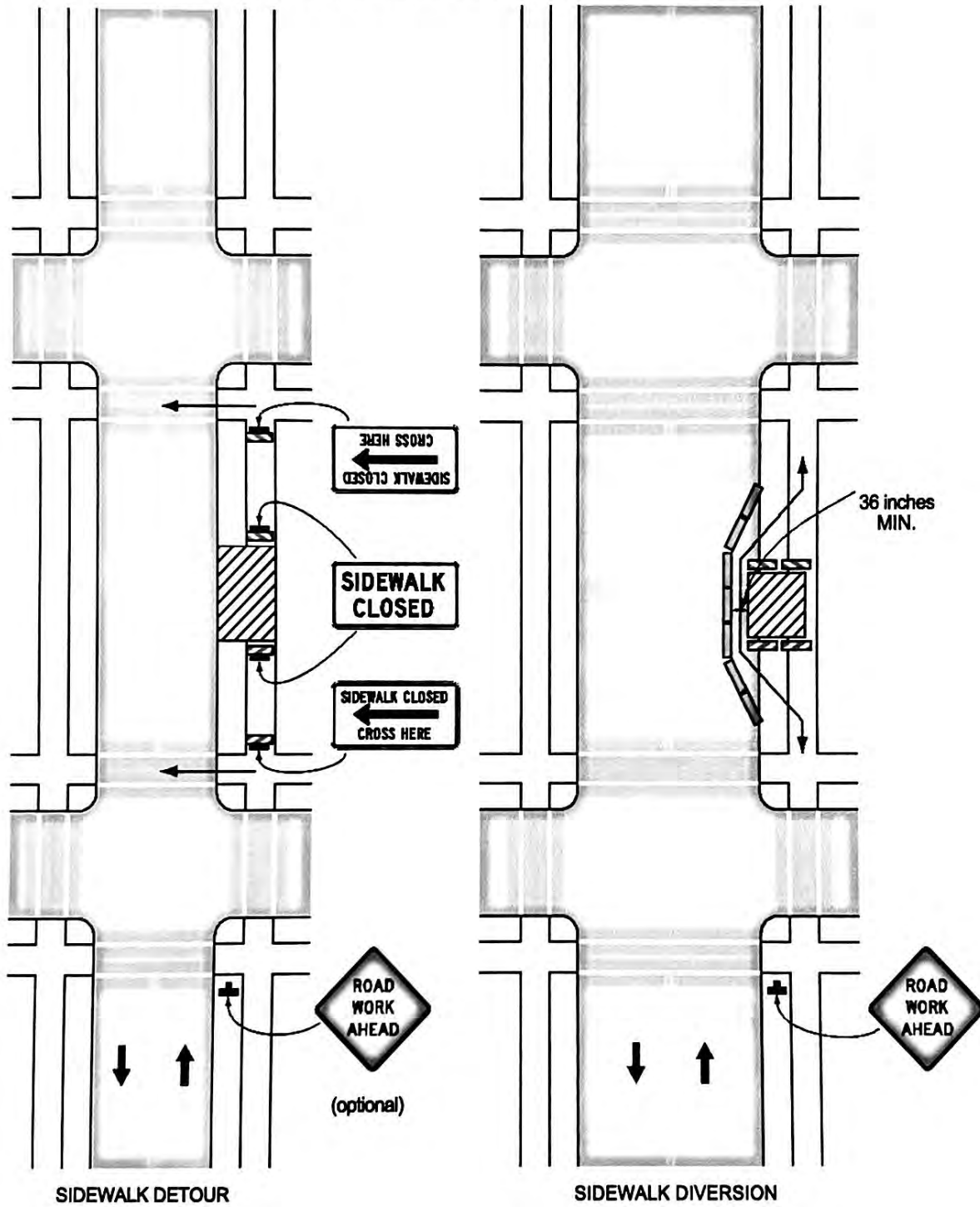
Guidance:

2. *Where high speeds are anticipated, a temporary traffic barrier and, if necessary, a crash cushion should be used to separate the temporary sidewalks from vehicular traffic.*
3. *Audible information devices should be considered where midblock closings and changed crosswalk areas cause inadequate communication to be provided to pedestrians who have visual disabilities.*

Option:

4. Street lighting may be considered.
5. Only the TTC devices related to pedestrians are shown. Other devices, such as lane closure signing or ROAD NARROWS signs, may be used to control vehicular traffic.
6. For nighttime closures, Type A Flashing warning lights may be used on barricades that support signs and close sidewalks.
7. Type C Steady-Burn or Type D 360-degree Steady-Burn warning lights may be used on channelizing devices separating the temporary sidewalks from vehicular traffic flow.
8. Signs, such as KEEP RIGHT (LEFT), may be placed along a temporary sidewalk to guide or direct pedestrians.

Figure 6H-28. Sidewalk Detour or Diversion (TA-28)



Typical Application 28

Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.



Board of Public Works Staff Report

Project/Event: Project Contract Award
Petitioner/Representative: Engineering Department
Staff Representative: Jason Kerr
Date: July 16th, 2024

Report: This project is for updating curb ramps, repairing sidewalks, and milling and paving along W 3rd St from Franklin Rd to Patterson Dr. This project will have temporary lane closures during construction. This project is partially funded through a Community Crossing Matching Grant award. Engineering request that BPW award this project to E&B Paving. E&B Paving is the lowest responsible and responsive bidder. The Form 96, Section III was missing within the bidding documents submitted. It is a minor variance from the invitation to bid and because the Board has reserved the right to waive a minor requirement, staff recommends that the Board waive that requirement and award the contract to the lowest bidder. This has been sent into us via email and is completed currently. We feel this was a minor issue and we still ask that this project be awarded to E&B Paving. The bid from E&B Paving is in the amount of \$1,060,200.00.

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

ENGINEERING DEPARTMENT

AND

CONTRACTOR

FOR

W 3RD ST MAINTENANCE PROJECT (FRANKLIN RD TO PATTERSON DR)

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for milling and resurfacing (more particularly described in Attachment A, "Scope of Work"); and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within one-hundred (100) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

2.03 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.04 CONTRACTOR agrees that no charges or claims for damages shall be made by him or her for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

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

3.02 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Bid, attached hereto as Attachment 'E'. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

4.02 **Retainage Amount** The retainage amount shall be five percent (5%) of the dollar value of all work satisfactorily completed and shall be withheld until the Contract work is complete. The retainage amount shall be placed in an escrow account with an escrow agent or shall be held by the Board of Public Works ("Board"). Yellow Cardinal Group Columbus, Indiana, shall serve as the escrow agent.

4.03 **Escrow Agent** If an escrow agent is used, the escrow agent, Owner and Contractor shall enter into a written escrow agreement and Contractor shall work directly with the escrow agent to set up the account. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

4.04 **Board** If the retainage is held by the Board, the Owner shall place the funds so retained in a retainage account with the Board. Such deposit shall be made within three business days after the date such payments are made to Contractor. No income will be earned or will be payable on the deposit.

4.05 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of Owner, at which time Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.07.

4.06 Payment of Retainage Amount by the Board The Board shall hold the retainage until notice from the Owner that the Contract work has been substantially completed to the reasonable satisfaction of the Owner. At this time, the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the Board to pay the Contractor the retainage. No interest will have been earned or will be payable. Nothing in this section shall prohibit Owner from requiring the Board to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.07.

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

5.05.01

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him or her from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement,

whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

5.07 Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. CONTRACTOR shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 Non-Discrimination

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

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

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

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

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

5.10 Safety. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	E&B Paving
Attn: Jason Kerr	Attn: Garrett Gough
P.O. Box 100 Suite 130	2520 W Industrial Park Dr
Bloomington, Indiana 47402	Bloomington, IN 47404

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

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

5.19 Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

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

DATE: _____

City of Bloomington

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Elizabeth Karon, Vice President

Printed Name

James Roach, Secretary

Title of Contractor Representative

Kerry Thompson, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

W 3RD ST MAINTENANCE PROJECT

This project shall include, but is not limited to, asphalt milling and resurfacing, curb replacement, and curb ramp replacement of W 3rd St between Franklin Rd and Patterson Dr.

ATTACHMENT 'B'

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

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

1. The undersigned is the _____ of
(job title)
_____.
(company name)
2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
3. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below*:

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				Total	\$ _____

Method of Compliance (Specify) _____

Date: _____, 20____

Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

Commission #: _____

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

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

ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

1. The undersigned is the _____ of
(job title)

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

My Commission #: _____

ATTACHMENT 'E'**"Unit Prices"**

Line Item	Item ID	Description	Quantity	Unit of Measure	Unit Cost	Total
1	105-06845	CONSTRUCTION ENGINEERING	1	L.S.	\$5,000.00	\$5,000.00
2	110-01001	MOBILIZATION AND DEMOBILIZATION	1	L.S.	\$50,000.00	\$50,000.00
3	201-52370	CLEARING RIGHT OF WAY	1	L.S.	\$49,629.91	\$49,629.91
4	202-02240	PAVEMENT REMOVAL	944	S.Y.	\$27.00	\$25,488.00
5	202-02278	CURB, CONCRETE, REMOVE	516	L.F.	\$17.00	\$8,772.00
6	202-02279	CURB AND GUTTER, REMOVE	133	L.F.	\$17.00	\$2,261.00
7	202-52710	SIDEWALK, CONCRETE, REMOVE	693	S.Y.	\$37.00	\$25,641.00
8	202-90277	DETECTOR HOUSING, REMOVE	5	EACH	\$750.00	\$3,750.00

9	201-90788	DEBRIS, REMOVE STRUCTURE NO.	3	EACH	\$800.00	\$2,400.00
10	205-06933	TEMPORARY INLET PROTECTION	70	EACH	\$110.00	\$7,700.00
11	301-12234	COMPACTED AGGREGATE NO. 53	97	C.Y.	\$190.00	\$18,430.00
12	306-08034	MILLING, ASPHALT, 1 1/2 IN	39,492	S.Y.	\$2.20	\$86,882.40
13	401-07321	QC/QA-HMA, 2, 64, SURFACE, 9.5 mm (Modified)	3,278	TON	\$95.00	\$311,410.00
14	401-07390	QC/QA-HMA, 2, 64, INTERMEDIATE, 19.0 mm (Modified)	116	TON	\$165.00	\$19,140.00
15	401-07407	QC/QA-HMA, 2, 64, BASE, 25.0 mm (Modified)	185	TON	\$120.00	\$22,200.00
16	401-10258	JOINT ADHESIVE, SURFACE	19,000	L.F.	\$0.35	\$6,650.00
17	402-07451	HMA WEDGE AND LEVEL, TYPE B	3	TON	\$200.00	\$600.00
18	406-05521	ASPHALT FOR TACK COAT	39,492	S.Y.	\$0.25	\$9,873.00

19	502-06329	PCCP, 12 IN.	17	S.Y.	\$310.00	\$5,270.00
20	502-06457	PCCP, 9IN.	67	S.Y.	\$160.00	\$10,720.00
21	604-06070	SIDEWALK, CONCRETE, 4IN	335	S.Y.	\$110.00	\$36,850.00
22	604-08086	CURB RAMP, CONCRETE	413	S.Y.	\$220.00	\$90,860.00
23	604-12083	DETECTABLE WARNING SURFACES	75	S.Y.	\$280.00	\$21,000.00
24	605-06120	CURB, CONCRETE	561	L.F.	\$85.00	\$47,685.00
25	605-06140	CURB AND GUTTER, CONCRETE	147	L.F.	\$85.00	\$12,495.00
26	611-08232	MAILBOX ASSEMBLY, RESET SINGLE	2	EACH	\$300.00	\$600.00
27	621-06561	MULCHED SEEDING, CITY OF BLOOMINGTON MIX	508	S.Y.	\$8.00	\$4,064.00
28	715-05149	PIPE, TYPE 2, CIRCULAR, 12 IN.	36	L.F.	\$130.00	\$4,680.00
29	720-01894	CASTING, FURNISH AND ADJUST TO GRADE	2	EACH	\$1,700.00	\$3,400.00

30	720-12797	CASTING, INLET, ADJUST TO GRADE	6	EACH	\$1,100.00	\$6,600.00
31	720-98174	INLET, B15	2	EACH	\$5,000.00	\$10,000.00
32	801-06775	MAINTAINING TRAFFIC (RR FLAGGER REQUIRED)	1	L.S.	\$60,000.00	\$60,000.00
33	808-75340	PAVEMENT MESSAGE MARKING, THERMOPLASTIC RXR R X R	2	EACH	\$495.00	\$990.00
34	808-02978	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, BICYCLE LANE MARKING	23	EACH	\$495.00	\$11,385.00
35	808-03439	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	1,911	L.F.	\$5.95	\$11,370.45
36	808-06701	LINE, THERMOPLASTIC, BROKEN, WHITE, 4 IN.	2,484	L.F.	\$1.15	\$2,856.60

37	808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	11,665	L.F.	\$0.98	\$11,431.70
38	808-11482	LINE, THERMOPLASTIC, DOTTED, WHITE, 4 IN.	828	L.F.	\$2.95	\$2,442.60
39	808-11493	LINE, THERMOPLASTIC, DOTTED, YELLOW, 4 IN.	33	L.F.	\$2.95	\$97.35
40	808-75043	LINE, THERMOPLASTIC, SOLID, WHITE, 6 IN.	2,200	L.F.	\$1.95	\$4,290.00
41	808-75240	LINE, THERMOPLASTIC, BROKEN, YELLOW, 4	208	L.F.	\$1.15	\$239.20
42	808-75260	TRANSVERSE MARKING, THERMOPLASTIC, CROSSHATCH LINE, WHITE, 12 IN.	315	L.F.	\$3.95	\$1,244.25

43	808-75278	TRANSVERSE MARKING, THERMOPLASTIC, CROSSHATCH LINE, YELLOW, 12 IN.	61	L.F.	\$3.95	\$240.95
44	808-75245	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	3,761	L.F.	\$0.98	\$3,685.78
45	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, 24 IN.	776	L.F.	\$5.95	\$4,617.20
46	808-75300	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 6 IN.	662	L.F.	\$1.95	\$1,290.90
47	808-75320	PAVEMENT MESSAGE MARKING, THERMOPLASTIC LANE INDICATION ARROW	39	EACH	\$125.00	\$4,875.00
48	808-75998	SNOWPLOWABLE RAISED PAVEMENT MARKER	215	EACH	\$29.95	\$6,439.25
49	808-95933	CURB, PAINTING, YELLOW	1,257	L.F.	\$0.98	\$1,231.86

50	808-96075	LINE, THERMOPLASTIC, BROKEN, WHITE, 6 IN.	392	L.F.	\$1.95	\$764.40
51	805-78470	SIGNAL CABLE, ROADWAY LOOP, COPPER, 1C/14 GAUGE	4,062	L.F.	\$1.10	\$4,468.20
52	805-78795	SAW CUT FOR ROADWAY LOOP DETECTOR AND SEALANT	1,349	L.F.	\$12.00	\$16,188.00
TOTAL						\$1,060,200.00



City of Bloomington

Engineering

Andrew Cibor, City Engineer

401 North Morton Street, Bloomington, IN 47404

[E&B PAVING-- BLOOMINGTON] RESPONSE DOCUMENT REPORT

PWP No. TBD

W 3rd Street Maintenance Project (Franklin Rd. to Patterson Dr.)

RESPONSE DEADLINE: July 15, 2024 at 12:00 pm

Report Generated: Monday, July 15, 2024

E&B Paving-- Bloomington Response

CONTACT INFORMATION

Company:

E&B Paving-- Bloomington

Email:

garrett.gough@ebpaving.com

Contact:

Garrett Gough

Address:

2520 W Industrial Park Drive
Bloomington, IN 47404

Phone:

(812) 334-7940

Website:

N/A

Submission Date:

Jul 15, 2024 10:04 AM

ADDENDA CONFIRMATION

Addendum #1

Confirmed Jul 15, 2024 9:15 AM by Garrett Gough

QUESTIONNAIRE

1. 1. Is your Bid over \$10,000.00*

Pass

Yes

1.1. APPROVED AFFIRMATIVE ACTION PLAN*

Your submission requires an approved Affirmative Action Plan. Please download the below documents, complete, and submit to the City Legal Department. Then upload approved Affirmative Action Plan or the Legal Departments approval letter.

- [20240219 AAP Packet.pdf](#)

Affirmative_Action_Plan.pdf

2. 2. Is your bid over \$100,000.00?*

Pass

Yes

2.1. SELECT PAYMENT OPTION?*

Pass

A contractor may choose to have a single payment at the end of the project, in which case no retainage will be held. Or, they may choose to have progressive payments, in which case retainage will be held at a rate of 5% on Projects in excess of \$100,000.00.

Progressive Payments for work completed and invoiced throughout the project.

3. 3. Will any subcontractors be performing work valued over \$10,000.00?*

Pass

Yes

3.1. SUBCONTRACTOR LIST.

Pass

Please download the below documents, complete, and upload.

- [Subcontractor List.docx](#)

Subcontractor_List_-_West_3rd_St_Maintenance_Project.pdf

4. 4. Bid Guarantee, Is your Bid over \$150,000.00*

Pass

Bids in excess of \$150,000.00 shall be accompanied by a cashier's check or a certified check drawn on an acceptable bank, or an acceptable Bidder's bond in an amount of not less than five percent (5%) of the total Bid.

Yes

4.1. UPLOAD BID GUARANTEE*

Pass

Please upload your bid guarantee, a sample Bid Bond has been provided below.

- [Sample Bid Bond Form.pdf](#)

CITY_OF_BLOOMINGTON_MAINTENANCE_BID_BOND.pdf

Certificate_of_Insurance.pdf

5. 5. If awarded the Project, will you be able to provide a Performance Bond and a Payment Bond??*

Pass

For Contracts in excess of \$100,000.00 the Contractor shall provide a Payment Bond and a Performance Bond prior to being issued a Notice to Proceed.

Confirmed

6. 6. Drug Testing Policy, is your Bid over \$150,000.00?*

In accordance with Indiana Code 36-1-12-24, each Contractor that submits a bid for a public works project that is estimated to cost \$150,000 or more shall submit with his/her bid a written plan for an employee drug testing program that complies with Indiana Code 4-13-18 *et seq.*

Yes

6.1. UPLOAD APPROVED DRUG TESTING POLICY.*

Please upload a copy of your Drug Testing Policy that has been approved by the City of Bloomington Legal Department.

Drug_testing_policy.pdf

7. 7. If applicable, are you pre-qualified by INDOT to perform this work?*

Pass

For Bids in excess of \$300,000 on Public Works projects that are for the construction, improvement, alteration, repair, or maintenance of a road, highway, street, or alley, the Contractor must be pre-qualified with the Indiana Department of Transportation in accordance with Indiana Code 8-23-10.

Yes

7.1. UPLOAD PRE-QUALIFICATION LETTER.*

Pass

Please upload a copy of your current pre-qualification letter.

INDOT_Pre_qual.pdf

8. 8. If applicable, did you include the cost of a trench safety system in your bid?*

Pass

If the project may require creation of a trench of at least five (5) feet in depth, the successful bidder shall be required to submit a trench safety plan to the project engineer at least ten (10) days prior to beginning work on the project.

Confirmed

9. 9. Is your Bid over \$25,000.00?*

Pass

For bids in excess of \$25,000.00 a complete State Form 96, Part I, and Part II, Section IV must be submitted. For bids in excess of \$150,000.00 all sections of State Form 96 must be completed and submitted.

Yes

9.1. SUBMIT STATE FORM 96.*

Pass

For bids in excess of \$25,000.00 a complete State Form 96, Part I, and Part II, Section IV must be submitted. For bids in excess of \$150,000.00 all sections of State Form 96 must be completed and submitted. Please download the below documents, complete, and upload.

- [Indiana State Form 96.pdf](#)

Corporate_Resolution.pdf

W_3rd_Maintenance_96.pdf

10. 10. When applicable, will you have the escrow held through Yellow Cardinal or by the Board?*

Pass

For Projects in excess of \$100,000.00, escrow in the amount of 5% will be held until final completion of the Project. The contractor may choose to have the escrow held by the Board, or work with Yellow Cardinal to establish an escrow account.

Held by the Board.

11. 11. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.*

Pass

Confirmed

PRICE TABLES

UNIT PRICES

[E&B PAVING-- BLOOMINGTON] RESPONSE DOCUMENT REPORT
PWP No. TBD
W 3rd Street Maintenance Project (Franklin Rd. to Patterson Dr.)

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39	808-11493	LINE, THERMOPLASTIC, DOTTED, YELLOW, 4 IN.	33	L.F.	\$2.95	\$97.35
40	808-75043	LINE, THERMOPLASTIC, SOLID, WHITE, 6 IN.	2,200	L.F.	\$1.95	\$4,290.00
41	808-75240	LINE, THERMOPLASTIC, BROKEN, YELLOW, 4	208	L.F.	\$1.15	\$239.20
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50	808-96075	LINE, THERMOPLASTIC, BROKEN, WHITE, 6 IN.	392	L.F.	\$1.95	\$764.40
51	805-78470	SIGNAL CABLE, ROADWAY LOOP, COPPER, 1C/14 GAUGE	4,062	L.F.	\$1.10	\$4,468.20
52	805-78795	SAW CUT FOR ROADWAY LOOP DETECTOR AND SEALANT	1,349	L.F.	\$12.00	\$16,188.00
TOTAL						\$1,060,200.00



Board of Public Works Claim Register

Invoice Date Range 07/06/24 - 07/19/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 101 - General Fund (S0101)											
Department 01 - Animal Shelter											
Program 010000 - Main											
Account 43430 - Animal Adoption Fees											
Hannah Hoover	HOOVER-062724	01-refund adoption fee canine-6/27/24	Paid by Check # 78690		07/09/2024	07/09/2024	07/19/2024		07/19/2024	100.00	
								Account 43430 - Animal Adoption Fees Totals		Invoice Transactions 1	<u>\$100.00</u>
Account 43442 - Equipment Deposits											
Chad Lewis	LEWIS-070124	01-refund trap deposit-7/1/24	Paid by Check # 78693		07/09/2024	07/09/2024	07/19/2024		07/19/2024	40.00	
								Account 43442 - Equipment Deposits Totals		Invoice Transactions 1	<u>\$40.00</u>
Account 46080 - Animal Control Violations											
Kabrina Vest	VEST-062024	01-Charged for City At Large, when it should have been County	Paid by Check # 78696		07/09/2024	07/09/2024	07/19/2024		07/19/2024	80.00	
								Account 46080 - Animal Control Violations Totals		Invoice Transactions 1	<u>\$80.00</u>
Account 52210 - Institutional Supplies											
4586 - Hill's Pet Nutrition Sales, INC	249865196	01-Prescription Veterinary Food	Paid by EFT # 60029		07/09/2024	07/09/2024	07/19/2024		07/19/2024	115.06	
4586 - Hill's Pet Nutrition Sales, INC	249865197	01-Dog, cat & kitten food	Paid by EFT # 60029		07/09/2024	07/09/2024	07/19/2024		07/19/2024	166.44	
4586 - Hill's Pet Nutrition Sales, INC	249935098	01-Dog, puppy, kitten & cat food	Paid by EFT # 60029		07/09/2024	07/09/2024	07/19/2024		07/19/2024	323.52	
4574 - John Deere Financial f.s.b. (Rural King)	259847	01-litter-15 40lb bags pellet bedding	Paid by Check # 78674		07/09/2024	07/09/2024	07/19/2024		07/19/2024	74.85	
4549 - Kroger Limited Partnership I	041086	01-Ice for event	Paid by Check # 78675		07/09/2024	07/09/2024	07/19/2024		07/19/2024	2.49	
4633 - Midwest Veterinary Supply, INC	22513923-150	01-vinyl exam gloves (L)	Paid by EFT # 60070		07/09/2024	07/09/2024	07/19/2024		07/19/2024	26.60	
4633 - Midwest Veterinary Supply, INC	22372230-001	01-Antifungal meds	Paid by EFT # 60070		07/09/2024	07/09/2024	07/19/2024		07/19/2024	43.68	
4633 - Midwest Veterinary Supply, INC	22513923-100	01-Beneficial Bacteria - Supportive therapy	Paid by EFT # 60070		07/09/2024	07/09/2024	07/19/2024		07/19/2024	57.12	
4633 - Midwest Veterinary Supply, INC	22513923-050	01-Antifungal meds	Paid by EFT # 60070		07/09/2024	07/09/2024	07/19/2024		07/19/2024	100.65	
4633 - Midwest Veterinary Supply, INC	22544878-000	01-Antibiotics and syringes	Paid by EFT # 60070		07/09/2024	07/09/2024	07/19/2024		07/19/2024	172.14	
4137 - Patterson Veterinary Supply, INC	3031559434	01-Flavoring for med compounding	Paid by EFT # 60092		07/09/2024	07/09/2024	07/19/2024		07/19/2024	72.75	
4137 - Patterson Veterinary Supply, INC	3031556872	01-Antifungal, Flavoring for Meds, Anti parasitic	Paid by EFT # 60092		07/09/2024	07/09/2024	07/19/2024		07/19/2024	314.22	
4666 - Zoetis, INC	9024261264	01-Canine & Feline Vaccines	Paid by Check # 78683		07/09/2024	07/09/2024	07/19/2024		07/19/2024	1,789.25	
								Account 52210 - Institutional Supplies Totals		Invoice Transactions 13	<u>\$3,258.77</u>



Board of Public Works Claim Register

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Program 010000 - Main											
Account 52340 - Other Repairs and Maintenance											
313 - Fastenal Company	INBLM235553	01-Towels and trash liners	Paid by EFT # 60014		07/09/2024	07/09/2024	07/19/2024		07/19/2024	233.05	
									Account 52340 - Other Repairs and Maintenance Totals	Invoice Transactions 1	<u>\$233.05</u>
Account 52430 - Uniforms and Tools											
798 - Winters Associates Promotional Products, INC	115364	01-Animal Care and Control Uniform Shirts	Paid by EFT # 60161		07/09/2024	07/09/2024	07/19/2024		07/19/2024	727.80	
									Account 52430 - Uniforms and Tools Totals	Invoice Transactions 1	<u>\$727.80</u>
Account 53130 - Medical											
3376 - Bloomington Pets Alive, INC	2182285	01-Spay/Neuter surgeries -6/17-6/25/24	Paid by EFT # 59978		07/09/2024	07/09/2024	07/19/2024		07/19/2024	4,261.95	
3376 - Bloomington Pets Alive, INC	2179336	01-Spay/Neuter surgeries -5/28-6/12/24	Paid by EFT # 59978		07/09/2024	07/09/2024	07/19/2024		07/19/2024	5,529.15	
54639 - Shake Veterinary Services, INC (Town & Country Vet)	6905	01-Spay/Neuter surgeries -6/25/24	Paid by EFT # 60116		07/09/2024	07/09/2024	07/19/2024		07/19/2024	171.00	
									Account 53130 - Medical Totals	Invoice Transactions 3	<u>\$9,962.10</u>
Account 53610 - Building Repairs											
392 - Koorsen Fire & Security, INC	IN00693254	01 - SA - Annual Fire/Sprinkler Inspection & Service Plan	Paid by EFT # 60057		07/09/2024	07/09/2024	07/19/2024		07/19/2024	614.90	
									Account 53610 - Building Repairs Totals	Invoice Transactions 1	<u>\$614.90</u>
Account 53990 - Other Services and Charges											
3560 - First Financial Bank / Credit Cards	5812765	01-Shutterstock-Annual PicMonkey Subscription 6/24/24-6/24/25	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	120.00	
									Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$120.00</u>
									Program 010000 - Main Totals	Invoice Transactions 23	<u>\$15,136.62</u>
Program 010001 - Donations Over \$5K											
Account 53130 - Medical											
54639 - Shake Veterinary Services, INC (Town & Country Vet)	6905	01-Spay/Neuter surgeries -6/25/24	Paid by EFT # 60116		07/09/2024	07/09/2024	07/19/2024		07/19/2024	189.00	
									Account 53130 - Medical Totals	Invoice Transactions 1	<u>\$189.00</u>
									Program 010001 - Donations Over \$5K Totals	Invoice Transactions 1	<u>\$189.00</u>
									Department 01 - Animal Shelter Totals	Invoice Transactions 24	<u>\$15,325.62</u>



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Fund 101 - General Fund (S0101)											
Department 02 - Public Works											
Program 020000 - Main											
Account 46060 - Other Violations											
EAN Holdings, LLC	EAN-062524	26-Refund- 3 tickets were already paid	Paid by Check # 78689		07/09/2024	07/09/2024	07/19/2024		07/19/2024	90.00	
Marie Jones	JONESM-062824	26-Customer filed chargeback, and when reversed paid tickets aga	Paid by Check # 78691		07/09/2024	07/09/2024	07/19/2024		07/19/2024	375.00	
								Account 46060 - Other Violations Totals		Invoice Transactions 2	\$465.00
								Program 020000 - Main Totals		Invoice Transactions 2	\$465.00
								Department 02 - Public Works Totals		Invoice Transactions 2	\$465.00
Department 03 - City Clerk											
Program 030000 - Main											
Account 52110 - Office Supplies											
6530 - Office Depot, INC	371351828001	03-folders for marriages & swearing in	Paid by EFT # 60083		07/09/2024	07/09/2024	07/19/2024		07/19/2024	209.88	
6530 - Office Depot, INC	371351829001	03-pens	Paid by EFT # 60083		07/09/2024	07/09/2024	07/19/2024		07/19/2024	6.78	
								Account 52110 - Office Supplies Totals		Invoice Transactions 2	\$216.66
Account 52420 - Other Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1196-WW63-K374	03-credit for logitech bluetooth keyboard	Paid by EFT # 59958		07/09/2024	07/09/2024	07/19/2024		07/19/2024	(44.98)	
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	194Q-T31W-N4QL	03-Logitech bluetooth keyboard	Paid by EFT # 59958		07/09/2024	07/09/2024	07/19/2024		07/19/2024	44.98	
								Account 52420 - Other Supplies Totals		Invoice Transactions 2	\$0.00
Account 53230 - Travel											
3560 - First Financial Bank / Credit Cards	654748A	03-hotel-IN League Mun Clerk Treas conf-Stoll--6/23	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	129.00	
8663 - Susan Sweeney Stoll	ILMCT-6.2024	03-ILMCT Annual Conf-South Bend-6/22-6/23/24	Paid by EFT # 60132		07/09/2024	07/09/2024	07/19/2024		07/19/2024	250.89	
								Account 53230 - Travel Totals		Invoice Transactions 2	\$379.89
								Program 030000 - Main Totals		Invoice Transactions 6	\$596.55
								Department 03 - City Clerk Totals		Invoice Transactions 6	\$596.55
Department 04 - Economic & Sustainable Dev											
Program 040000 - Main											
Account 53230 - Travel											
3560 - First Financial Bank / Credit Cards	1000103664	04-Hotel-Warren-6/19-6/20-Art Fabrication in KY-	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	348.04	



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Fund 101 - General Fund (S0101)											
Department 04 - Economic & Sustainable Dev											
Program 040000 - Main											
Account 53230 - Travel											
3560 - First Financial Bank / Credit Cards	061924	04-EV Charges in Jeffersonville, IN	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	20.00	
									Account 53230 - Travel Totals	Invoice Transactions 2	<u>\$368.04</u>
Account 53910 - Dues and Subscriptions											
8748 - Also Energy INC	INV-01AE-592101	04-Energy Monitoring Sftwr-Solar Arrays-Renew-29 sites-8/24-8/25	Paid by EFT # 59957		07/09/2024	07/09/2024	07/19/2024		07/19/2024	15,402.00	
3560 - First Financial Bank / Credit Cards	MC18718659	04-MailChimp Monthly Subscription - Jun 2024	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	45.00	
7980 - Right Click Solutions INC (RideAmigos)	03158	04-TDM Software Platform Agreement 01/01/24-06/30/24	Paid by EFT # 60110		07/09/2024	07/09/2024	07/19/2024		07/19/2024	12,800.00	
									Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 3	<u>\$28,247.00</u>
Account 53960 - Grants											
1138 - BCT Management, INC	BACGRANT-2024	04-2024 BAC Arts Project Grant	Paid by EFT # 59973		07/09/2024	07/09/2024	07/19/2024		07/19/2024	3,000.00	
458 - Bloomington Symphony Orchestra	BACGRANT-2024	04-2024 Arts Project Grant - BOS	Paid by EFT # 59979		07/09/2024	07/09/2024	07/19/2024		07/19/2024	1,000.00	
9006 - Cancer Support Community Indiana	BACGRANT-2024	04-2024 BAC Arts Project Grant-Cancer Support Comm South Central	Paid by EFT # 59986		07/09/2024	07/09/2024	07/19/2024		07/19/2024	850.00	
746 - Early Music Associates, INC	BACGRANT-2024	04-2024 BAC Arts Project Grant Contract- Blgtn Bach Cantata Pjt	Paid by EFT # 60006		07/09/2024	07/09/2024	07/19/2024		07/19/2024	750.00	
7420 - Rachel Kavathe (Loci Creative, LLC)	BACGRANT-2024	04: 2024 Arts Project Grant - Rachel Kavathe	Paid by EFT # 60051		07/09/2024	07/09/2024	07/19/2024		07/19/2024	1,000.00	
2707 - Unitarian Universalist Church of Bloomington, INC	BACGRANT-2024	04-2024 BAC Arts Project Grant - Resilience Productions	Paid by EFT # 60146		07/09/2024	07/09/2024	07/19/2024		07/19/2024	2,000.00	
									Account 53960 - Grants Totals	Invoice Transactions 6	<u>\$8,600.00</u>
Account 53970 - Mayor's Promotion of Business											
3560 - First Financial Bank / Credit Cards	600755-REFUND	04-Square Donuts - Sales Tax Refund	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	(1.57)	
									Account 53970 - Mayor's Promotion of Business Totals	Invoice Transactions 1	<u>(\$1.57)</u>
Account 53990 - Other Services and Charges											
6197 - CE Solutions, INC	24-136	04-Structural Analysis-Trades District Art Installation-thru 5/8	Paid by EFT # 59989		07/09/2024	07/09/2024	07/19/2024		07/19/2024	3,960.00	



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Fund 101 - General Fund (S0101)										
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 53990 - Other Services and Charges										
7532 - Christina Elem	018	04-Consulting Services-public art 05/24/24-06/19/24	Paid by EFT # 60009		07/09/2024	07/09/2024	07/19/2024		07/19/2024	287.55
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 2	<u>\$4,247.55</u>
							Program 040000 - Main Totals		Invoice Transactions 14	<u>\$41,461.02</u>
Program 04CRED - ESD CRED										
Account 53960 - Grants										
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	19106	04-Go Bloomington Foam Hats (100)	Paid by EFT # 59951		07/09/2024	07/09/2024	07/19/2024		07/19/2024	1,375.00
9300 - Huston Electric Holding CORP (Cassady Electric)	W10437	04-Festival Lighting Removal on Kirkwood	Paid by EFT # 60036		07/09/2024	07/09/2024	07/19/2024		07/19/2024	1,472.50
8489 - MPI Solar, LLC	1244	04-SEEL 2024 Solar Addendum-Russian Recording-Solar PV Sys-6/12	Paid by EFT # 60075		07/09/2024	07/09/2024	07/19/2024		07/19/2024	25,000.00
8489 - MPI Solar, LLC	1245	04-SEEL 2024 Solar Addendum-Baker Family Dentistry-Solar PV-6/12	Paid by EFT # 60075		07/09/2024	07/09/2024	07/19/2024		07/19/2024	25,000.00
8489 - MPI Solar, LLC	1246	04-SEEL 2024 Solar Addendum-Blgtn Montessori School-Solar PV6/12	Paid by EFT # 60075		07/09/2024	07/09/2024	07/19/2024		07/19/2024	25,000.00
8489 - MPI Solar, LLC	1255	04-SEEL 2024 Solar Addendm-St Mark's United Methodist Chrch-6/27	Paid by EFT # 60075		07/09/2024	07/09/2024	07/19/2024		07/19/2024	25,000.00
							Account 53960 - Grants Totals		Invoice Transactions 6	<u>\$102,847.50</u>
							Program 04CRED - ESD CRED Totals		Invoice Transactions 6	<u>\$102,847.50</u>
Program 04TECH - Trades Tech Center										
Account 53990 - Other Services and Charges										
18844 - First Financial Bank, N.A.	HFITECHCTR-App 8	04-Harrell-Fish (HF1) Escrow-Tech Ctr-App 8	Paid by Check # 78668		07/09/2024	07/09/2024	07/19/2024		07/19/2024	8,874.97
18844 - First Financial Bank, N.A.	WDELECTECH-App 3	04- Escrow -Woods Electrical-Tech Center-App 3	Paid by Check # 78669		07/09/2024	07/09/2024	07/19/2024		07/19/2024	3,550.00
321 - Harrell Fish, INC (HF1)	HFITECHCTR-App 8	04-Mechanical Contractor Work-Tech Ctr-Proj 004307-App 8	Paid by EFT # 60026		07/09/2024	07/09/2024	07/19/2024		07/19/2024	168,624.53



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Fund 101 - General Fund (S0101)										
Department 04 - Economic & Sustainable Dev										
Program 04TECH - Trades Tech Center										
Account 53990 - Other Services and Charges										
11611 - Woods Electrical Contractors, INC	WDELECTECH-App 3	04-Electrical Contracting-Tech Center-EDA#06-79-06311- App 3	Paid by EFT # 60163		07/09/2024	07/09/2024	07/19/2024		07/19/2024	67,450.00
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 4		<u>\$248,499.50</u>
							Program 04TECH - Trades Tech Center Totals	Invoice Transactions 4		<u>\$248,499.50</u>
							Department 04 - Economic & Sustainable Dev Totals	Invoice Transactions 24		<u>\$392,808.02</u>
Department 05 - Common Council										
Program 050000 - Main										
Account 53960 - Grants										
1138 - BCT Management, INC	1412	05 - Buskirk-Chumley Theater Program Support - Q3 2024	Paid by EFT # 59973		07/09/2024	07/09/2024	07/19/2024		07/19/2024	13,750.00
							Account 53960 - Grants Totals	Invoice Transactions 1		<u>\$13,750.00</u>
							Program 050000 - Main Totals	Invoice Transactions 1		<u>\$13,750.00</u>
							Department 05 - Common Council Totals	Invoice Transactions 1		<u>\$13,750.00</u>
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53170 - Mgt. Fee, Consultants, and Workshops										
50587 - Barnes & Thornburg LLP	3259930	06-Legal services for Sudbury/Summit Housing Dev-3/14-4/26/24	Paid by EFT # 59971		07/09/2024	07/09/2024	07/19/2024		07/19/2024	5,596.50
							Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice Transactions 1		<u>\$5,596.50</u>
Account 53990 - Other Services and Charges										
910 - Forvis Mazars, LLP	2148174	06-Assistance with preparation of the 2023 GAAP	Paid by EFT # 60017		07/09/2024	07/09/2024	07/19/2024		07/19/2024	15,750.00
5648 - Reedy Financial Group, PC	11035	06-Financial Plan Consulting-billing through 6-30-2024	Paid by EFT # 60105		07/09/2024	07/09/2024	07/19/2024		07/19/2024	2,532.81
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 2		<u>\$18,282.81</u>
							Program 060000 - Main Totals	Invoice Transactions 3		<u>\$23,879.31</u>
							Department 06 - Controller's Office Totals	Invoice Transactions 3		<u>\$23,879.31</u>



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Fund 101 - General Fund (S0101)											
Department 07 - Engineering											
Program 070000 - Main											
Account 53310 - Printing											
3892 - Midwest Color Printing, INC	INV-20974	07-250 Business cards (D. Schonemann-Poppeliers)	Paid by EFT # 60069		07/09/2024	07/09/2024	07/19/2024		07/19/2024	65.30	
									Account 53310 - Printing Totals	Invoice Transactions 1	<u>65.30</u>
Account 53910 - Dues and Subscriptions											
3560 - First Financial Bank / Credit Cards	184062826	07-Indiana Licensing Enterprise PE license renewal N. Kopper	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	104.92	
3560 - First Financial Bank / Credit Cards	183354388	07-Indiana Licensing Enterprise PE License Renewal K. Knoke	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	104.92	
3560 - First Financial Bank / Credit Cards	1073421	07-doxpop Subscription Access to Public Records 6/13/24	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	19.05	
									Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 3	<u>228.89</u>
Account 53990 - Other Services and Charges											
11272 - Patriot Engineering And Enviromental, INC	139184	07 - Geotechnical Services 05/31/24	Paid by EFT # 60091		07/09/2024	07/09/2024	07/19/2024		07/19/2024	927.75	
5829 - Wow Catering and Events, INC (Garnish Catering)	30070	07-ADA Compliance & Accessibility Training (5/1/2024)	Paid by EFT # 60164		07/09/2024	07/09/2024	07/19/2024		07/19/2024	1,281.56	
									Account 53990 - Other Services and Charges Totals	Invoice Transactions 2	<u>\$2,209.31</u>
Account 54310 - Improvements Other Than Building											
5149 - E&B Paving, INC	E&BHAWMILL-1	07-Hawthorne/Weatherstone/Miller Greenway 02/13-06/25/24-App 1	Paid by EFT # 60005		07/09/2024	07/09/2024	07/19/2024		07/19/2024	213,259.46	
									Account 54310 - Improvements Other Than Building Totals	Invoice Transactions 1	<u>\$213,259.46</u>
									Program 070000 - Main Totals	Invoice Transactions 7	<u>\$215,762.96</u>
									Department 07 - Engineering Totals	Invoice Transactions 7	<u>\$215,762.96</u>
Department 09 - CFRD											
Program 090000 - Main											
Account 52110 - Office Supplies											
6530 - Office Depot, INC	373087793001	09-paper towels	Paid by EFT # 60083		07/09/2024	07/09/2024	07/19/2024		07/19/2024	45.09	
6530 - Office Depot, INC	373087794001	09-packing tape	Paid by EFT # 60083		07/09/2024	07/09/2024	07/19/2024		07/19/2024	24.56	
									Account 52110 - Office Supplies Totals	Invoice Transactions 2	<u>\$69.65</u>



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Fund 101 - General Fund (S0101)										
Department 09 - CFRD										
Program 090000 - Main										
Account 53230 - Travel										
1815 - Michael Sheremis	ADASYP-061224	09-Reimb per diem/hotel/travel-ADA Symposium 24'-MN-6/9-6/12	Paid by EFT # 60119		07/09/2024	07/09/2024	07/19/2024		07/19/2024	1,178.95
								Account 53230 - Travel Totals	Invoice Transactions 1	<u>\$1,178.95</u>
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	6.27.24	09-Constant Contact Monthly June 2024-Subscription Fee	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	145.00
								Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1	<u>\$145.00</u>
								Program 090000 - Main Totals	Invoice Transactions 4	<u>\$1,393.60</u>
								Department 09 - CFRD Totals	Invoice Transactions 4	<u>\$1,393.60</u>
Department 10 - Legal										
Program 100000 - Main										
Account 52110 - Office Supplies										
6530 - Office Depot, INC	371273184001	10- flair pens and envelope moistener	Paid by EFT # 60083		07/09/2024	07/09/2024	07/19/2024		07/19/2024	20.02
6530 - Office Depot, INC	368552274001	10-wireless mouse - Holmes	Paid by EFT # 60083		07/09/2024	07/09/2024	07/19/2024		07/19/2024	31.49
6530 - Office Depot, INC	371273185001	10- file organizer - Holmes	Paid by EFT # 60083		07/09/2024	07/09/2024	07/19/2024		07/19/2024	56.29
								Account 52110 - Office Supplies Totals	Invoice Transactions 3	<u>\$107.80</u>
Account 52420 - Other Supplies										
3892 - Midwest Color Printing, INC	INV-20974LEGAL	10-250 Business Cards - Anna Holmes	Paid by EFT # 60069		07/09/2024	07/09/2024	07/19/2024		07/19/2024	65.29
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$65.29</u>
Account 53120 - Special Legal Services										
50587 - Barnes & Thornburg LLP	3273252	10- legal services-TIF incentive Sudberry Dev Proj-May 2024	Paid by EFT # 59971		07/09/2024	07/09/2024	07/19/2024		07/19/2024	3,783.50
50587 - Barnes & Thornburg LLP	3273253	10-legal services-sewage works bonds 2023-24-May 2024	Paid by EFT # 59971		07/09/2024	07/09/2024	07/19/2024		07/19/2024	175.00
50587 - Barnes & Thornburg LLP	3273254	10- legal services-ARPA compliance & reporting advice-May 2024	Paid by EFT # 59971		07/09/2024	07/09/2024	07/19/2024		07/19/2024	2,863.50
								Account 53120 - Special Legal Services Totals	Invoice Transactions 3	<u>\$6,822.00</u>



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Fund 101 - General Fund (S0101)										
Department 10 - Legal										
Program 100000 - Main										
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	1071684	10-Doxpop Subscription Service 06/03/24	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	114.75
							Account 53990 - Other Services and Charges Totals	Invoice Transactions	1	<u>\$114.75</u>
							Program 100000 - Main Totals	Invoice Transactions	8	<u>\$7,109.84</u>
							Department 10 - Legal Totals	Invoice Transactions	8	<u>\$7,109.84</u>
Department 11 - Mayor's Office										
Program 110000 - Main										
Account 47110 - Miscellaneous										
3892 - Midwest Color Printing, INC	INV-2097400TM	11 - 250 Business Cards for Desiree Demolina	Paid by EFT # 60069		07/09/2024	07/09/2024	07/19/2024		07/19/2024	65.29
							Account 47110 - Miscellaneous Totals	Invoice Transactions	1	<u>\$65.29</u>
							Program 110000 - Main Totals	Invoice Transactions	1	<u>\$65.29</u>
							Department 11 - Mayor's Office Totals	Invoice Transactions	1	<u>\$65.29</u>
Department 12 - Human Resources										
Program 120000 - Main										
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	5000874112	12-T Williams Health Care Transformation Summit	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	349.00
							Account 53160 - Instruction Totals	Invoice Transactions	1	<u>\$349.00</u>
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	6835 6-10-24	12-T Williams hotel room for Healthcare Summit	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	428.23
							Account 53230 - Travel Totals	Invoice Transactions	1	<u>\$428.23</u>
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	CS2293546	12-L Anderson SHRM Membership Renewal	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	264.00
							Account 53910 - Dues and Subscriptions Totals	Invoice Transactions	1	<u>\$264.00</u>
							Program 120000 - Main Totals	Invoice Transactions	3	<u>\$1,041.23</u>
							Department 12 - Human Resources Totals	Invoice Transactions	3	<u>\$1,041.23</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 13 - Planning										
Program 130000 - Main										
Account 52420 - Other Supplies										
5099 - Office Three Sixty, INC	2923390	13- Postcard Mailers	Paid by EFT # 60085		07/09/2024	07/09/2024	07/19/2024		07/19/2024	117.52
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>117.52</u>
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	H2LZBG	13- Airfare for Melissa Hirtzel for Admin	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	217.50
3560 - First Financial Bank / Credit Cards	72862280555843	13- Hotel Reservation for Melissa Hirtzel	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	482.24
								Account 53230 - Travel Totals	Invoice Transactions 2	<u>\$699.74</u>
								Program 130000 - Main Totals	Invoice Transactions 3	<u>\$817.26</u>
Program 132000 - MPO										
Account 43410 - Advertising										
3560 - First Financial Bank / Credit Cards	03534	13- MPO Job listing - 2 weeks	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	50.00
								Account 43410 - Advertising Totals	Invoice Transactions 1	<u>\$50.00</u>
Account 53990 - Other Services and Charges										
3414 - Burgess & Niple, INC	1150039	13- BMCMP0 2050 Transportation Plan 05/01/24-05/31/24	Paid by EFT # 59981		07/09/2024	07/09/2024	07/19/2024		07/19/2024	3,000.00
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$3,000.00</u>
								Program 132000 - MPO Totals	Invoice Transactions 2	<u>\$3,050.00</u>
								Department 13 - Planning Totals	Invoice Transactions 5	<u>\$3,867.26</u>
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 52310 - Building Materials and Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	196670	19- drum liners & rags for Facilities	Paid by Check # 78674		07/09/2024	07/09/2024	07/19/2024		07/19/2024	87.94
4574 - John Deere Financial f.s.b. (Rural King)	257754	19- safety toe shoes & Purified water for Facilities	Paid by Check # 78674		07/09/2024	07/09/2024	07/19/2024		07/19/2024	136.51
8658 - Kleindorfer's Hardware LLC	795456	19- ext cord, cylinder, 4" roller covers, roller handles, socket	Paid by EFT # 60053		07/09/2024	07/09/2024	07/19/2024		07/19/2024	601.21
8658 - Kleindorfer's Hardware LLC	795287	19 - Wire, plug ends, JB weld, mount tapes, paint, roller cover	Paid by EFT # 60053		07/09/2024	07/09/2024	07/19/2024		07/19/2024	153.38
								Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 4	<u>\$979.04</u>



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Fund 101 - General Fund (S0101)											
Department 19 - Facilities Maintenance											
Program 190000 - Main											
Account 52430 - Uniforms and Tools											
19171 - Vestis Group, INC (FKA Aramark)	4080133612	19- Uniform pants for Facility Employees - R Flake-6/27/24	Paid by EFT # 60152		07/09/2024	07/09/2024	07/19/2024		07/19/2024	14.20	
									Account 52430 - Uniforms and Tools Totals	Invoice Transactions 1	<u>\$14.20</u>
Account 53140 - Exterminator Services											
51538 - Economy Termite & Pest Control, INC	61575	19 -monthly pest control-Counsel Office-6/21/24	Paid by EFT # 60008		07/09/2024	07/09/2024	07/19/2024		07/19/2024	75.00	
									Account 53140 - Exterminator Services Totals	Invoice Transactions 1	<u>\$75.00</u>
Account 53610 - Building Repairs											
8143 - Cummins INC dba Cummins Sales and Service	N8-2907	19 - SA City Hall-replace air filter	Paid by EFT # 60001		07/09/2024	07/09/2024	07/19/2024		07/19/2024	239.25	
8143 - Cummins INC dba Cummins Sales and Service	N8-2162	19 - SA City Hall planned maintenance and part install June	Paid by EFT # 60001		07/09/2024	07/09/2024	07/19/2024		07/19/2024	964.03	
9300 - Huston Electric Holding CORP (Cassady Electric)	W10438	19 - SA City Hall repair GFIs in parking lot	Paid by EFT # 60036		07/09/2024	07/09/2024	07/19/2024		07/19/2024	168.25	
393 - Kone INC	871402372	19 - SA City Hall elevator maintenance July 2024	Paid by EFT # 60056		07/09/2024	07/09/2024	07/19/2024		07/19/2024	387.62	
7402 - Nature's Way, INC	65415	19-City Hall-monthly interior maintenance-7/1/2024	Paid by EFT # 60080		07/09/2024	07/09/2024	07/19/2024		07/19/2024	371.10	
									Account 53610 - Building Repairs Totals	Invoice Transactions 5	<u>\$2,130.25</u>
Account 53630 - Machinery and Equipment Repairs											
204 - State Of Indiana	6189	19 - City Hall boiler permit fees - 349292	Paid by Check # 78679		07/09/2024	07/09/2024	07/19/2024		07/19/2024	25.00	
									Account 53630 - Machinery and Equipment Repairs Totals	Invoice Transactions 1	<u>\$25.00</u>
									Program 190000 - Main Totals	Invoice Transactions 12	<u>\$3,223.49</u>
									Department 19 - Facilities Maintenance Totals	Invoice Transactions 12	<u>\$3,223.49</u>
Department 26 - Parking											
Program 26CRED - PARKING CRED											
Account 54510 - Other Capital Outlays											
6197 - CE Solutions, INC	24-123-01	26-Walnut St Gar-ENG assessment & pre bid invitation-5/13/24	Paid by EFT # 59989		07/09/2024	07/09/2024	07/19/2024		07/19/2024	29,200.00	
									Account 54510 - Other Capital Outlays Totals	Invoice Transactions 1	<u>\$29,200.00</u>
									Program 26CRED - PARKING CRED Totals	Invoice Transactions 1	<u>\$29,200.00</u>
									Department 26 - Parking Totals	Invoice Transactions 1	<u>\$29,200.00</u>



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Fund 101 - General Fund (S0101)											
Department 28 - ITS											
Program 280000 - Main											
Account 52420 - Other Supplies											
6530 - Office Depot, INC	374315405001	28-5 Battery Packages	Paid by EFT # 60083		07/09/2024	07/09/2024	07/19/2024		07/19/2024	177.22	
								Account 52420 - Other Supplies Totals		Invoice Transactions 1	<u>\$177.22</u>
Account 53640 - Hardware and Software Maintenance											
5534 - Presidio Holdings, INC	6011824901565	28-Annual Lenel Door Software Renewal	Paid by EFT # 60098		07/09/2024	07/09/2024	07/19/2024		07/19/2024	1,729.00	
2895 - Rapid Reproductions, INC	117002	28-2024 Annual ITS Plotter Maintenance	Paid by EFT # 60103		07/09/2024	07/09/2024	07/19/2024		07/19/2024	950.00	
3989 - Ricoh USA, INC	5069712328	28-City Civil Printer Maintenance 06/01/24-06/30/24	Paid by EFT # 60109		07/09/2024	07/09/2024	07/19/2024		07/19/2024	33.94	
3989 - Ricoh USA, INC	5069712775	28-City Civil Printer Maintenance 06/01/24-06/30/24	Paid by EFT # 60109		07/09/2024	07/09/2024	07/19/2024		07/19/2024	26.54	
5444 - Tyler Technologies, INC	045-474309	28-Data & Insights	Paid by EFT # 60145		07/09/2024	07/09/2024	07/19/2024		07/19/2024	28,350.00	
7177 - Zoho Corporation	2407117	28-MFA Module	Paid by EFT # 60167		07/09/2024	07/09/2024	07/19/2024		07/19/2024	20,833.00	
								Account 53640 - Hardware and Software Maintenance Totals		Invoice Transactions 6	<u>\$51,922.48</u>
Account 53910 - Dues and Subscriptions											
3560 - First Financial Bank / Credit Cards	1713012741	26-AWS - Cloud storage 05/01/24-05/31/24	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	.29	
3560 - First Financial Bank / Credit Cards	fj3bgfvk	28-BlueSky - Zoom Timer Subscription June 2024	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	89.95	
3560 - First Financial Bank / Credit Cards	34C94FN	28- FAA Registration for UAV/Drone	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	10.00	
3560 - First Financial Bank / Credit Cards	P12H0eyH	28-Google - Cloud Services 05/01/24-05/31/24	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	296.95	
3560 - First Financial Bank / Credit Cards	370376980-090324	28-HT Newspaper Subscription 3 months- expires 9/3/24	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	35.97	
3560 - First Financial Bank / Credit Cards	134844766	28-Squarespace bloomingtontechpar.com 06/22/24-06/22/25	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	12.00	
3560 - First Financial Bank / Credit Cards	138149556	28-Squarespace bloomingtonvolunteernetwork.org 07/11/24-07/11/25	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	12.00	



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Fund 101 - General Fund (S0101)										
Department 28 - ITS										
Program 280000 - Main										
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	CC72C925-0045	28-Submittable - Application Sub Software 06/27/24-07/27/24	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	119.00
3560 - First Financial Bank / Credit Cards	INV261665283	28-Zoom - Sub & Storage Fees 06/20/24-07/19/24	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	430.00
3560 - First Financial Bank / Credit Cards	INV257571863	28 - Annual Zoom License (used CC credit)	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	8,474.82
6556 - KnowBe4, INC	INV328963	28-PhishER Subscription 7/3/2024-7/2/2025	Paid by EFT # 60054		07/09/2024	07/09/2024	07/19/2024		07/19/2024	5,856.50
								Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 11	<u>\$15,337.48</u>
Account 53990 - Other Services and Charges										
2898 - JDH Contracting, INC	82110	28-Seminary Park Wi-Fi - Exterior Box & AP Deploymt	Paid by EFT # 60048		07/09/2024	07/09/2024	07/19/2024		07/19/2024	7,885.02
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$7,885.02</u>
Account 54420 - Purchase of Equipment										
8437 - AVI Systems, INC	88968052	28- Chambers Wireless Mic Systems	Paid by EFT # 59965		07/09/2024	07/09/2024	07/19/2024		07/19/2024	1,382.73
5534 - Presidio Holdings, INC	6013524003717	28- Seminary Park Wi-Fi - Exterior Box	Paid by EFT # 60098		07/09/2024	07/09/2024	07/19/2024		07/19/2024	251.25
								Account 54420 - Purchase of Equipment Totals	Invoice Transactions 2	<u>\$1,633.98</u>
								Program 280000 - Main Totals	Invoice Transactions 21	<u>\$76,956.18</u>
								Department 28 - ITS Totals	Invoice Transactions 21	<u>\$76,956.18</u>
								Fund 101 - General Fund (S0101) Totals	Invoice Transactions 122	<u>\$785,444.35</u>
Fund 103 - Restricted Donations(ord 05-17)										
Department 06 - Controller's Office										
Program 400101 - Animal Medical Services										
Account 53130 - Medical										
3560 - First Financial Bank / Credit Cards	490225430	01-Bargersville Vet-Vaccinations-12/27/23	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	23.94
3560 - First Financial Bank / Credit Cards	502183821	01-Bargersville Vet-Vaccinations-1/18/24	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	23.94
3560 - First Financial Bank / Credit Cards	508448676	01-Bargersville Vet-Vaccinations-2/9/24	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	29.92
3560 - First Financial Bank / Credit Cards	489181269	01-Bargersville Vet-Vet visit & antibiotics-12/21/23	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	43.59



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Fund 103 - Restricted Donations(ord 05-17)										
Department 06 - Controller's Office										
Program 400101 - Animal Medical Services										
Account 53130 - Medical										
3560 - First Financial Bank / Credit Cards	485476914	01-Bargersville Vet-Vet diagnostics-12/11/23	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	215.88
							Account 53130 - Medical Totals	Invoice Transactions 5		<u>\$337.27</u>
							Program 400101 - Animal Medical Services Totals	Invoice Transactions 5		<u>\$337.27</u>
Program 400102 - Animal Supplies										
Account 52310 - Building Materials and Supplies										
4055 - County Line Companies, LLC (dba Play Pros)	5046	01-Benches	Paid by EFT # 59996		07/09/2024	07/09/2024	07/19/2024		07/19/2024	2,290.00
							Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 1		<u>\$2,290.00</u>
							Program 400102 - Animal Supplies Totals	Invoice Transactions 1		<u>\$2,290.00</u>
Program 400803 - Fire 1st Aid Certification Class										
Account 52420 - Other Supplies										
8224 - Indiana University Health Bloomington, INC	41	08-BLS cards from Millikin Smiles (9)	Paid by Check # 78673		07/09/2024	07/09/2024	07/19/2024		07/19/2024	90.00
							Account 52420 - Other Supplies Totals	Invoice Transactions 1		<u>\$90.00</u>
							Program 400803 - Fire 1st Aid Certification Class Totals	Invoice Transactions 1		<u>\$90.00</u>
							Department 06 - Controller's Office Totals	Invoice Transactions 7		<u>\$2,717.27</u>
							Fund 103 - Restricted Donations(ord 05-17) Totals	Invoice Transactions 7		<u>\$2,717.27</u>
Fund 153 - LIT – Economic Development										
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 53960 - Grants										
4505 - Bicycle Garage, INC	1004	04-E-Bike Voucher Program-EBV25-06/21/24	Paid by Check # 78666		07/09/2024	07/09/2024	07/19/2024		07/19/2024	500.00
278 - Energy Systems Group, LLC	99004311	04-Bloomington Solar M&V-Year 3- 4/1/24-3/31/25	Paid by EFT # 60012		07/09/2024	07/09/2024	07/19/2024		07/19/2024	10,000.00
9077 - Judd Solar, LLC (Whole Sun Designs)	S5578185	04-Parks Solar Installation-Switchyard Pk-1611 S. Rogers 5/29/24	Paid by EFT # 60050		07/09/2024	07/09/2024	07/19/2024		07/19/2024	27,780.00
9077 - Judd Solar, LLC (Whole Sun Designs)	S5578206	04-Parks Solar Installation-Cascades-3550 N Kinser Pk-04/30/24	Paid by EFT # 60050		07/09/2024	07/09/2024	07/19/2024		07/19/2024	32,220.00



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Fund 153 - LIT – Economic Development										
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 53960 - Grants										
8489 - MPI Solar, LLC	1257	04-SEEL Solar Addendum-permitting fees-7/1	Paid by EFT # 60075		07/09/2024	07/09/2024	07/19/2024		07/19/2024	925.00
8550 - Veregy IN, LLC	0624022	04-Year 2 O&M Services-COB Solar Installations	Paid by EFT # 60150		07/09/2024	07/09/2024	07/19/2024		07/19/2024	9,200.00
55092 - WonderLab Museum of Science, Health & Technology	SEELGRANT-2024	04-SEEL Grant for HVAC upgrades-WonderLab-308 W. 4th St	Paid by EFT # 60162		07/09/2024	07/09/2024	07/19/2024		07/19/2024	10,000.00
8560 - Wright Implement I, LLC	10272792	04-Mean-Green Rival EV (mower) for Parks & Rec	Paid by EFT # 60165		07/09/2024	07/09/2024	07/19/2024		07/19/2024	30,000.00
							Account 53960 - Grants Totals	Invoice Transactions 8		\$120,625.00
							Program 040000 - Main Totals	Invoice Transactions 8		\$120,625.00
							Department 04 - Economic & Sustainable Dev Totals	Invoice Transactions 8		\$120,625.00
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 53610 - Building Repairs										
6688 - SSW Enterprises, LLC (Office Pride)	Inv-210572	19-June 2024 Cleaning Services for Fleet Maintenance	Paid by EFT # 60125		07/09/2024	07/09/2024	07/19/2024		07/19/2024	970.71
6688 - SSW Enterprises, LLC (Office Pride)	Inv-210568	19-June 2024 Cleaning Services - Animal Care & Control	Paid by EFT # 60125		07/09/2024	07/09/2024	07/19/2024		07/19/2024	1,342.20
6688 - SSW Enterprises, LLC (Office Pride)	Inv-210570	19-June 2024 Cleaning Services - City Hall	Paid by EFT # 60125		07/09/2024	07/09/2024	07/19/2024		07/19/2024	13,008.00
6688 - SSW Enterprises, LLC (Office Pride)	Inv-210574	19-June 2024 Cleaning Services - Sanitation Garage	Paid by EFT # 60125		07/09/2024	07/09/2024	07/19/2024		07/19/2024	791.04
6688 - SSW Enterprises, LLC (Office Pride)	Inv-210575	19-June 2024 Cleaning Services - Street & Traffic Bldgs	Paid by EFT # 60125		07/09/2024	07/09/2024	07/19/2024		07/19/2024	1,507.84
							Account 53610 - Building Repairs Totals	Invoice Transactions 5		\$17,619.79
Account 53990 - Other Services and Charges										
9281 - Jack Henry Bryant (H and K Maintenance LLC)	INV-0000381	19 - Various City sites-May 2024 mowing	Paid by EFT # 59980		07/09/2024	07/09/2024	07/19/2024		07/19/2024	3,510.00
9281 - Jack Henry Bryant (H and K Maintenance LLC)	INV-0000348	19 - Various City sites-April 2024 mowing	Paid by EFT # 59980		07/09/2024	07/09/2024	07/19/2024		07/19/2024	2,830.00
9281 - Jack Henry Bryant (H and K Maintenance LLC)	INV-0000388	19 - Various City sites-June 2024 mowing	Paid by EFT # 59980		07/09/2024	07/09/2024	07/19/2024		07/19/2024	2,210.00



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Fund 153 - LIT – Economic Development										
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 53990 - Other Services and Charges										
421 - Centerstone Of Indiana, INC	BPW0524	19-May 2024 DPW Partnership Cooperative Services Agreement	Paid by EFT # 59990		07/09/2024	07/09/2024	07/19/2024		07/19/2024	32,757.50
421 - Centerstone Of Indiana, INC	BPWV0524	19-May 2024 Vehicle Expense (lease thru 5/2024)	Paid by EFT # 59990		07/09/2024	07/09/2024	07/19/2024		07/19/2024	649.00
							Account 53990 - Other Services and Charges Totals	Invoice Transactions	5	\$41,956.50
							Program 190000 - Main Totals	Invoice Transactions	10	\$59,576.29
							Department 19 - Facilities Maintenance Totals	Invoice Transactions	10	\$59,576.29
							Fund 153 - LIT – Economic Development Totals	Invoice Transactions	18	\$180,201.29
Fund 176 - ARPA Local Fiscal Recvry (S9512)										
Department 04 - Economic & Sustainable Dev										
Program G21005 - ARPA COVID Local Fiscal Recovery										
Account 53960 - Grants										
7532 - Christina Elem	018	04-Consulting Services-public art 05/24/24-06/19/24	Paid by EFT # 60009		07/09/2024	07/09/2024	07/19/2024		07/19/2024	880.45
							Account 53960 - Grants Totals	Invoice Transactions	1	\$880.45
							Program G21005 - ARPA COVID Local Fiscal Recovery Totals	Invoice Transactions	1	\$880.45
							Department 04 - Economic & Sustainable Dev Totals	Invoice Transactions	1	\$880.45
Department 07 - Engineering										
Program G21005 - ARPA COVID Local Fiscal Recovery										
Account 54310 - Improvements Other Than Building										
5149 - E&B Paving, INC	E&BHAWMILL-1	07-Hawthorne/Weatherstone/Miller Greenway 02/13-06/25/24-App 1	Paid by EFT # 60005		07/09/2024	07/09/2024	07/19/2024		07/19/2024	222,151.81
							Account 54310 - Improvements Other Than Building Totals	Invoice Transactions	1	\$222,151.81
							Program G21005 - ARPA COVID Local Fiscal Recovery Totals	Invoice Transactions	1	\$222,151.81
							Department 07 - Engineering Totals	Invoice Transactions	1	\$222,151.81
							Fund 176 - ARPA Local Fiscal Recvry (S9512) Totals	Invoice Transactions	2	\$223,032.26
Fund 249 - Grants Non Approp										
Department 04 - Economic & Sustainable Dev										
Program G23001 - 2023 Duke Energy Arts										
Account 53960 - Grants										
3560 - First Financial Bank / Credit Cards	77268609-1	04-1 night hotel for Artist Stefan Reiss-Blgtn-6/26/24	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	133.00



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Fund 249 - Grants Non Approp										
Department 04 - Economic & Sustainable Dev										
Program G23001 - 2023 Duke Energy Arts										
Account 53960 - Grants										
3560 - First Financial Bank / Credit Cards	1000103956	04-Hotel-visiting Artist Stefan Reiss-KY-6/19-6/27/24	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	1,379.73
3560 - First Financial Bank / Credit Cards	1064407544813	04- Economy Plus Seat-Artist Stefan Reiss-Airline-6/19 & 6/28	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	154.99
3560 - First Financial Bank / Credit Cards	B3WR0F	04-United Airlines - airfare for artist, Stefan Reiss	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	1,391.30
							Account 53960 - Grants Totals	Invoice Transactions 4		<u>\$3,059.02</u>
							Program G23001 - 2023 Duke Energy Arts Totals	Invoice Transactions 4		<u>\$3,059.02</u>
							Department 04 - Economic & Sustainable Dev Totals	Invoice Transactions 4		<u>\$3,059.02</u>
							Fund 249 - Grants Non Approp Totals	Invoice Transactions 4		<u>\$3,059.02</u>
Fund 312 - Community Services										
Department 09 - CFRD										
Program 090004 - Com Serv- Accessibility										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1WG4-HTXY-HCLN	09-ADA Accessibility Details Quick-Cards-ADA Survey	Paid by EFT # 59958		07/09/2024	07/09/2024	07/19/2024		07/19/2024	10.95
6530 - Office Depot, INC	372913882001	09-12 Clipboards-ADA AccessAbility Screening Program Supplies	Paid by EFT # 60083		07/09/2024	07/09/2024	07/19/2024		07/19/2024	15.20
							Account 52420 - Other Supplies Totals	Invoice Transactions 2		<u>\$26.15</u>
							Program 090004 - Com Serv- Accessibility Totals	Invoice Transactions 2		<u>\$26.15</u>
Program 090016 - Com Serv - Safe & Civil										
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	413266	09-Juneteenth 2024-Paint Brush Basin-for Student Volunteers	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	11.99
							Account 52420 - Other Supplies Totals	Invoice Transactions 1		<u>\$11.99</u>
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	1DEEBBC5-0042	09-Safe & Civil City Jotform-6/25-7/25/24-Acct 1-mosss	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	19.00



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Fund 312 - Community Services										
Department 09 - CFRD										
Program 090016 - Com Serv - Safe & Civil										
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	9BE28DEA-0024	09-Safe & Civil City Jotform 6/29-6/29/24- Acct 2-safeandcivil	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	19.00
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 2		<u>\$38.00</u>
							Program 090016 - Com Serv - Safe & Civil Totals	Invoice Transactions 3		<u>\$49.99</u>
							Department 09 - CFRD Totals	Invoice Transactions 5		<u>\$76.14</u>
							Fund 312 - Community Services Totals	Invoice Transactions 5		<u>\$76.14</u>
Fund 401 - Non-Reverting Telecom (S1146)										
Department 25 - Telecommunications										
Program 254000 - Infrastructure										
Account 53640 - Hardware and Software Maintenance										
13482 - Northern Lights Locating & Inspection, INC	17503	28-After hours emergency call 06/19/24	Paid by EFT # 60082		07/09/2024	07/09/2024	07/19/2024		07/19/2024	100.00
							Account 53640 - Hardware and Software Maintenance Totals	Invoice Transactions 1		<u>\$100.00</u>
							Program 254000 - Infrastructure Totals	Invoice Transactions 1		<u>\$100.00</u>
Program 256000 - Services										
Account 53150 - Communications Contract										
203 - INDIANA UNIVERSITY	94333412	28-Fire Station Dark Fiber Service 06/01/24-06/30/24	Paid by Check # 78672		07/09/2024	07/09/2024	07/19/2024		07/19/2024	65.00
							Account 53150 - Communications Contract Totals	Invoice Transactions 1		<u>\$65.00</u>
Account 54450 - Equipment										
53442 - Paragon Micro, INC	S5162349	28-CAPR Laptop Animal Shelter	Paid by EFT # 60090		07/09/2024	07/09/2024	07/19/2024		07/19/2024	1,439.99
53442 - Paragon Micro, INC	S5162691	28-CAPR Monitor for ITS Stock	Paid by EFT # 60090		07/09/2024	07/09/2024	07/19/2024		07/19/2024	259.99
53442 - Paragon Micro, INC	S5164226	28-CAPR ITS WebCam	Paid by EFT # 60090		07/09/2024	07/09/2024	07/19/2024		07/19/2024	64.99
							Account 54450 - Equipment Totals	Invoice Transactions 3		<u>\$1,764.97</u>
							Program 256000 - Services Totals	Invoice Transactions 4		<u>\$1,829.97</u>
							Department 25 - Telecommunications Totals	Invoice Transactions 5		<u>\$1,929.97</u>
							Fund 401 - Non-Reverting Telecom (S1146) Totals	Invoice Transactions 5		<u>\$1,929.97</u>



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Fund 450 - Local Road and Street(S0706)										
Department 20 - Street										
Program 200000 - Main										
Account 53990 - Other Services and Charges										
7239 - Azteca Systems Holdings, LLC	INV8721	20-Asset Mgmt. Software Implementation & Training-6/25-6/28	Paid by EFT # 59968		07/09/2024	07/09/2024	07/19/2024		07/19/2024	18,600.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	<u>\$18,600.00</u>
							Program 200000 - Main Totals		Invoice Transactions 1	<u>\$18,600.00</u>
							Department 20 - Street Totals		Invoice Transactions 1	<u>\$18,600.00</u>
							Fund 450 - Local Road and Street(S0706) Totals		Invoice Transactions 1	<u>\$18,600.00</u>
Fund 451 - Motor Vehicle Highway(S0708)										
Department 20 - Street										
Program 200000 - Main										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1LJQ-X94Q-73YL	20-Pens for office	Paid by EFT # 59958		07/09/2024	07/09/2024	07/19/2024		07/19/2024	11.98
5103 - Staples Contract & Commercial, INC	6002644758	20-Admin Office Chair-Bowlen	Paid by EFT # 60127		07/09/2024	07/09/2024	07/19/2024		07/19/2024	104.43
							Account 52110 - Office Supplies Totals		Invoice Transactions 2	<u>\$116.41</u>
Account 52240 - Fuel and Oil										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1HDK-TV1R-GK9N	20-Grease SCH PM 220 for John Deere tractor-10 pks	Paid by EFT # 59958		07/09/2024	07/09/2024	07/19/2024		07/19/2024	145.50
							Account 52240 - Fuel and Oil Totals		Invoice Transactions 1	<u>\$145.50</u>
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	577007	20-batteires, 14 hex security bits	Paid by EFT # 59974		07/09/2024	07/09/2024	07/19/2024		07/19/2024	58.04
8658 - Kleindorfer's Hardware LLC	794786	20-Punch and pins for milling machine	Paid by EFT # 60053		07/09/2024	07/09/2024	07/19/2024		07/19/2024	19.99
2974 - MacAllister Machinery Co, INC	P8508231	20-Seat Pin Assembly for Paver	Paid by EFT # 60064		07/09/2024	07/09/2024	07/19/2024		07/19/2024	252.20
							Account 52420 - Other Supplies Totals		Invoice Transactions 3	<u>\$330.23</u>
Account 53920 - Laundry and Other Sanitation Services										
19171 - Vestis Group, INC (FKA Aramark)	4080133337	20-mat/towel services-6/26/24	Paid by EFT # 60152		07/09/2024	07/09/2024	07/19/2024		07/19/2024	42.58
19171 - Vestis Group, INC (FKA Aramark)	4080132202	20-uniform rental (minus payroll ded)-6/19/24	Paid by EFT # 60152		07/09/2024	07/09/2024	07/19/2024		07/19/2024	9.01
19171 - Vestis Group, INC (FKA Aramark)	4080132203	20-mat/towel services-6/19/24	Paid by EFT # 60152		07/09/2024	07/09/2024	07/19/2024		07/19/2024	42.58



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Fund 451 - Motor Vehicle Highway(S0708)										
Department 20 - Street										
Program 200000 - Main										
Account 53920 - Laundry and Other Sanitation Services										
19171 - Vestis Group, INC (FKA Aramark)	4080133336	20-uniform rental (minus payroll ded)- 6/26/24	Paid by EFT # 60152		07/09/2024	07/09/2024	07/19/2024		07/19/2024	9.01
								Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 4	<u>\$103.18</u>
Account 53990 - Other Services and Charges										
19444 - Jeffery D Todd (Todd Septic Tank Service)	11203	20-Pump Salt Water Collection Tanks 06/17/24	Paid by EFT # 60141		07/09/2024	07/09/2024	07/19/2024		07/19/2024	225.00
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$225.00</u>
								Program 200000 - Main Totals	Invoice Transactions 11	<u>\$920.32</u>
								Department 20 - Street Totals	Invoice Transactions 11	<u>\$920.32</u>
								Fund 451 - Motor Vehicle Highway(S0708) Totals	Invoice Transactions 11	<u>\$920.32</u>
Fund 452 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 52210 - Institutional Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1TTV-VMN1-GVHR	26- different sized wand tips for the power washer	Paid by EFT # 59958		07/09/2024	07/09/2024	07/19/2024		07/19/2024	33.98
								Account 52210 - Institutional Supplies Totals	Invoice Transactions 1	<u>\$33.98</u>
Account 53610 - Building Repairs										
321 - Harrell Fish, INC (HFI)	ZW14238	26-new pump for mini split in 4th St office server room-5/22	Paid by EFT # 60025		07/09/2024	07/09/2024	07/19/2024		07/19/2024	618.62
								Account 53610 - Building Repairs Totals	Invoice Transactions 1	<u>\$618.62</u>
Account 53840 - Lease Payments										
512 - 7th & Walnut , LLC	RENT-AUGUST 2024	06-Walnut St Garage Rent - Aug 2024	Paid by EFT # 59952		07/09/2024	07/09/2024	07/19/2024		07/19/2024	17,824.79
3887 - Mercury Development Group, LLC	314	06-Morton St Garage Rent - Aug 2024 (245 E 7th St)	Paid by EFT # 60068		07/09/2024	07/09/2024	07/19/2024		07/19/2024	41,706.45
								Account 53840 - Lease Payments Totals	Invoice Transactions 2	<u>\$59,531.24</u>



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Fund 452 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 53990 - Other Services and Charges										
6688 - SSW Enterprises, LLC (Office Pride)	Inv-213308	26-Parking Services office cleaning 07/01/24	Paid by EFT # 60125		07/09/2024	07/09/2024	07/19/2024		07/19/2024	100.00
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 1		<u>\$100.00</u>
							Program 260000 - Main Totals	Invoice Transactions 5		<u>\$60,283.84</u>
							Department 26 - Parking Totals	Invoice Transactions 5		<u>\$60,283.84</u>
							Fund 452 - Parking Facilities(S9502) Totals	Invoice Transactions 5		<u>\$60,283.84</u>
Fund 454 - Alternative Transport(S6301)										
Department 07 - Engineering										
Program 070000 - Main										
Account 54310 - Improvements Other Than Building										
5149 - E&B Paving, INC	E&BHAWMILL-1	07-Hawthorne/Weatherstone/Miller Greenway 02/13-06/25/24-App 1	Paid by EFT # 60005		07/09/2024	07/09/2024	07/19/2024		07/19/2024	47,442.00
							Account 54310 - Improvements Other Than Building Totals	Invoice Transactions 1		<u>\$47,442.00</u>
							Program 070000 - Main Totals	Invoice Transactions 1		<u>\$47,442.00</u>
							Department 07 - Engineering Totals	Invoice Transactions 1		<u>\$47,442.00</u>
Department 26 - Parking										
Program 260000 - Main										
Account 52110 - Office Supplies										
6530 - Office Depot, INC	372091213001	26-note pads-folders-pens-markers for parking service	Paid by EFT # 60083		07/09/2024	07/09/2024	07/19/2024		07/19/2024	26.60
							Account 52110 - Office Supplies Totals	Invoice Transactions 1		<u>\$26.60</u>
Account 53310 - Printing										
3892 - Midwest Color Printing, INC	INV-20974PKGSERV	26-250 business cards for Raye Ann Cox	Paid by EFT # 60069		07/09/2024	07/09/2024	07/19/2024		07/19/2024	32.64
53125 - Mr. Copy, INC	37095	26-2,000 plastic squares for neighborhood permit sales	Paid by EFT # 60076		07/09/2024	07/09/2024	07/19/2024		07/19/2024	471.60
							Account 53310 - Printing Totals	Invoice Transactions 2		<u>\$504.24</u>



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Fund 454 - Alternative Transport(S6301)										
Department 26 - Parking										
Program 260000 - Main										
Account 53990 - Other Services and Charges										
6688 - SSW Enterprises, LLC (Office Pride)	Inv-213308	26-Parking Services office cleaning 07/01/24	Paid by EFT # 60125		07/09/2024	07/09/2024	07/19/2024		07/19/2024	77.40
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	<u>\$77.40</u>
							Program 260000 - Main Totals		Invoice Transactions 4	<u>\$608.24</u>
							Department 26 - Parking Totals		Invoice Transactions 4	<u>\$608.24</u>
							Fund 454 - Alternative Transport(S6301) Totals		Invoice Transactions 5	<u>\$48,050.24</u>
Fund 455 - Parking Meter Fund(S2141)										
Department 09 - CFRD										
Program 090000 - Main										
Account 53960 - Grants										
5849 - Wheeler Mission Ministries, INC	DOGRANT-6-3-2024	09-2024 Downtown Outreach Grant-Part of Case Manager Salary	Paid by EFT # 60158		07/09/2024	07/09/2024	07/19/2024		07/19/2024	39,438.00
							Account 53960 - Grants Totals		Invoice Transactions 1	<u>\$39,438.00</u>
							Program 090000 - Main Totals		Invoice Transactions 1	<u>\$39,438.00</u>
							Department 09 - CFRD Totals		Invoice Transactions 1	<u>\$39,438.00</u>
Department 26 - Parking										
Program 260000 - Main										
Account 52110 - Office Supplies										
6530 - Office Depot, INC	372091213001	26-note pads-folders-pens-markers for parking service	Paid by EFT # 60083		07/09/2024	07/09/2024	07/19/2024		07/19/2024	106.47
6530 - Office Depot, INC	373771439001	26-moistener sticks for sealing envelopes-4 pack	Paid by EFT # 60083		07/09/2024	07/09/2024	07/19/2024		07/19/2024	3.81
							Account 52110 - Office Supplies Totals		Invoice Transactions 2	<u>\$110.28</u>
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1Q6T-LPTH-6613	26-toner-toilet paper-hand wipes-swiffers for office cleaning	Paid by EFT # 59958		07/09/2024	07/09/2024	07/19/2024		07/19/2024	271.50
8658 - Kleindorfer's Hardware LLC	794493	26-Caps for old meter post in lots 1 & 3	Paid by EFT # 60053		07/09/2024	07/09/2024	07/19/2024		07/19/2024	42.25
							Account 52420 - Other Supplies Totals		Invoice Transactions 2	<u>\$313.75</u>



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Fund 455 - Parking Meter Fund(S2141)											
Department 26 - Parking											
Program 260000 - Main											
Account 53150 - Communications Contract											
4264 - IPS Group, INC	INV98955	26-bank fees and communication fees for June 2024	Paid by EFT # 60043		07/09/2024	07/09/2024	07/19/2024		07/19/2024	8,925.00	
									Account 53150 - Communications Contract Totals	Invoice Transactions 1	<u>\$8,925.00</u>
Account 53230 - Travel											
17784 - Raye Ann Cox	IPMI-060824	26-reimb travel-IPMI Pkg Conf-OH-6/8-6/12	Paid by EFT # 59997		07/09/2024	07/09/2024	07/19/2024		07/19/2024	531.40	
3560 - First Financial Bank / Credit Cards	216979	26-Room-M. Wahl-IMPI parking conf-Ohio-6/8-6/12	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	300.00	
3560 - First Financial Bank / Credit Cards	216980	26-Room-R. Cox-IMPI parking conf-Ohio-6/8-6/12	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	300.00	
7035 - Michelle L Wahl	IPMI-060824	26-reimb travel-IPMI Pkg Conf-OH-6/8-6/12	Paid by EFT # 60154		07/09/2024	07/09/2024	07/19/2024		07/19/2024	540.10	
									Account 53230 - Travel Totals	Invoice Transactions 4	<u>\$1,671.50</u>
Account 53310 - Printing											
3892 - Midwest Color Printing, INC	INV-20974PKGSERV	26-250 business cards for Raye Ann Cox	Paid by EFT # 60069		07/09/2024	07/09/2024	07/19/2024		07/19/2024	32.65	
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-60019	26-wayfairing signage (50) for parking permit sales at office	Paid by EFT # 60108		07/09/2024	07/09/2024	07/19/2024		07/19/2024	783.50	
									Account 53310 - Printing Totals	Invoice Transactions 2	<u>\$816.15</u>
Account 53640 - Hardware and Software Maintenance											
54432 - T2 Systems, INC	R019433	26-ROVR hits for June 2024 (867)	Paid by EFT # 60136		07/09/2024	07/09/2024	07/19/2024		07/19/2024	1,690.65	
									Account 53640 - Hardware and Software Maintenance Totals	Invoice Transactions 1	<u>\$1,690.65</u>
Account 53830 - Bank Charges											
4264 - IPS Group, INC	INV98955	26-bank fees and communication fees for June 2024	Paid by EFT # 60043		07/09/2024	07/09/2024	07/19/2024		07/19/2024	4,548.18	
									Account 53830 - Bank Charges Totals	Invoice Transactions 1	<u>\$4,548.18</u>
Account 53990 - Other Services and Charges											
6688 - SSW Enterprises, LLC (Office Pride)	Inv-213308	26-Parking Services office cleaning 07/01/24	Paid by EFT # 60125		07/09/2024	07/09/2024	07/19/2024		07/19/2024	309.60	
204 - State Of Indiana	7003870	26-BMV owner information for towing June 2024	Paid by Check # 78680		07/09/2024	07/09/2024	07/19/2024		07/19/2024	15.00	



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Fund 455 - Parking Meter Fund(S2141)										
Department 26 - Parking										
Program 260000 - Main										
Account 53990 - Other Services and Charges										
4443 - The Sherwin Williams Company	1864-1	26-yellow paint for curb Park St-Fess St-Ind to Woodlawn 8th 9th	Paid by EFT # 60138		07/09/2024	07/09/2024	07/19/2024		07/19/2024	259.90
4443 - The Sherwin Williams Company	2443-3	26-yellow curb paint for S. Washington 1st St to Grimes	Paid by EFT # 60138		07/09/2024	07/09/2024	07/19/2024		07/19/2024	278.91
4443 - The Sherwin Williams Company	2694-1	26-yellow curb paint for S Lincoln from 1st to Grimes	Paid by EFT # 60138		07/09/2024	07/09/2024	07/19/2024		07/19/2024	259.90
							Account 53990 - Other Services and Charges Totals	Invoice Transactions	5	<u>\$1,123.31</u>
							Program 260000 - Main Totals	Invoice Transactions	18	<u>\$19,198.82</u>
							Department 26 - Parking Totals	Invoice Transactions	18	<u>\$19,198.82</u>
							Fund 455 - Parking Meter Fund(S2141) Totals	Invoice Transactions	19	<u>\$58,636.82</u>
Fund 456 - MVH Restricted										
Department 20 - Street										
Program 200000 - Main										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1PN1-KXJ9- NVXY	20-Logitech Rugged Folio for Ipad (Cityworks)	Paid by EFT # 59958		07/09/2024	07/09/2024	07/19/2024		07/19/2024	835.42
6222 - Apple, INC	MA85157918	20-Ipad 10.9 & AppleCare for Cityworks (Crews)	Paid by EFT # 59962		07/09/2024	07/09/2024	07/19/2024		07/19/2024	4,816.00
							Account 52420 - Other Supplies Totals	Invoice Transactions	2	<u>\$5,651.42</u>
							Program 200000 - Main Totals	Invoice Transactions	2	<u>\$5,651.42</u>
							Department 20 - Street Totals	Invoice Transactions	2	<u>\$5,651.42</u>
							Fund 456 - MVH Restricted Totals	Invoice Transactions	2	<u>\$5,651.42</u>
Fund 457 - Digital Equity Fund										
Department 28 - ITS										
Program 280000 - Main										
Account 53990 - Other Services and Charges										
504 - Housing Authority Of The City of Bloomington (BHA)	1191250959061 624	28- Digital Equity funds Crestmont internet 06/20/24-07/19/24	Paid by EFT # 60034		07/09/2024	07/09/2024	07/19/2024		07/19/2024	189.56
							Account 53990 - Other Services and Charges Totals	Invoice Transactions	1	<u>\$189.56</u>
							Program 280000 - Main Totals	Invoice Transactions	1	<u>\$189.56</u>
							Department 28 - ITS Totals	Invoice Transactions	1	<u>\$189.56</u>
							Fund 457 - Digital Equity Fund Totals	Invoice Transactions	1	<u>\$189.56</u>



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Fund 601 - Cumulative Capital Devlp(S2391)										
Department 07 - Engineering										
Program 070000 - Main										
Account 54310 - Improvements Other Than Building										
249 - Crider And Crider, INC	CRIDMRSPK-APP 1	07 - Moores Pike/SE Park (CN) 02/12/24-06/21/24-App 1	Paid by EFT # 59998		07/09/2024	07/09/2024	07/19/2024		07/19/2024	135,059.60
							Account 54310 - Improvements Other Than Building Totals		Invoice Transactions 1	<u>\$135,059.60</u>
							Program 070000 - Main Totals		Invoice Transactions 1	<u>\$135,059.60</u>
							Department 07 - Engineering Totals		Invoice Transactions 1	<u>\$135,059.60</u>
							Fund 601 - Cumulative Capital Devlp(S2391) Totals		Invoice Transactions 1	<u>\$135,059.60</u>
Fund 730 - Solid Waste (S6401)										
Department 16 - Sanitation										
Program 160000 - Main										
Account 52420 - Other Supplies										
337 - Stansifer Radio Co, INC	39645	16-12 crimp plugs for truck computers	Paid by EFT # 60126		07/09/2024	07/09/2024	07/19/2024		07/19/2024	78.18
							Account 52420 - Other Supplies Totals		Invoice Transactions 1	<u>\$78.18</u>
Account 52430 - Uniforms and Tools										
793 - Indiana Safety Company, INC	0289107-IN	16-2 first aid kits for trucks	Paid by EFT # 60041		07/09/2024	07/09/2024	07/19/2024		07/19/2024	52.08
							Account 52430 - Uniforms and Tools Totals		Invoice Transactions 1	<u>\$52.08</u>
Account 53140 - Exterminator Services										
51538 - Economy Termite & Pest Control, INC	61526	16-bi-monthly pest control-6/24/24	Paid by EFT # 60008		07/09/2024	07/09/2024	07/19/2024		07/19/2024	125.00
							Account 53140 - Exterminator Services Totals		Invoice Transactions 1	<u>\$125.00</u>
Account 53610 - Building Repairs										
9300 - Huston Electric Holding CORP (Cassady Electric)	W10268	16 - Repaired conduit - repair broken pipe-5/23/24	Paid by EFT # 60036		07/09/2024	07/09/2024	07/19/2024		07/19/2024	541.76
							Account 53610 - Building Repairs Totals		Invoice Transactions 1	<u>\$541.76</u>
Account 53920 - Laundry and Other Sanitation Services										
19171 - Vestis Group, INC (FKA Aramark)	4080133341	16-uniform rental (minus payroll ded)-6/26/24	Paid by EFT # 60152		07/09/2024	07/09/2024	07/19/2024		07/19/2024	6.48
19171 - Vestis Group, INC (FKA Aramark)	4080133342	16-mat rental-6/26/24	Paid by EFT # 60152		07/09/2024	07/09/2024	07/19/2024		07/19/2024	29.70
							Account 53920 - Laundry and Other Sanitation Services Totals		Invoice Transactions 2	<u>\$36.18</u>
Account 53950 - Landfill										
52226 - Hoosier Transfer Station-3140	3140-000023230	16-Trash disposal fees 06/17/24-06/29/24	Paid by EFT # 60032		07/09/2024	07/09/2024	07/19/2024		07/19/2024	12,646.73



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Fund 730 - Solid Waste (S6401)										
Department 16 - Sanitation										
Program 160000 - Main										
Account 53950 - Landfill										
52226 - Hoosier Transfer Station-3140	3140-000023238	16-recycling fees 06/17/24-06/27/24	Paid by EFT # 60032		07/09/2024	07/09/2024	07/19/2024		07/19/2024	776.40
							Account 53950 - Landfill Totals	Invoice Transactions	2	<u>\$13,423.13</u>
							Program 160000 - Main Totals	Invoice Transactions	8	<u>\$14,256.33</u>
							Department 16 - Sanitation Totals	Invoice Transactions	8	<u>\$14,256.33</u>
							Fund 730 - Solid Waste (S6401) Totals	Invoice Transactions	8	<u>\$14,256.33</u>
Fund 800 - Risk Management(S0203)										
Department 10 - Legal										
Program 100000 - Main										
Account 52430 - Uniforms and Tools										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1Q6T-LPTH-CWQM	10-Handwashing Station and Insect Repellent	Paid by EFT # 59958		07/09/2024	07/09/2024	07/19/2024		07/19/2024	76.98
							Account 52430 - Uniforms and Tools Totals	Invoice Transactions	1	<u>\$76.98</u>
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	2024060300061	10-Risk Training Courses - Forte Plunkett - Ergonomics	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	125.00
3560 - First Financial Bank / Credit Cards	20240603000056	10-Risk Training Courses - Forte Plunkett - Safety Health, Mgmt	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	225.00
3560 - First Financial Bank / Credit Cards	5000874491	10-Ind. Chamber- Workers Comp Confer. G. Connor 8/27/24 (Indy)	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024		07/19/2024	549.00
							Account 53160 - Instruction Totals	Invoice Transactions	3	<u>\$899.00</u>
Account 53410 - Liability / Casualty Premiums										
8385 - Hylant Group, INC	427284	10-2023-2024 Workers Comp Audit	Paid by EFT # 60037		07/09/2024	07/09/2024	07/19/2024		07/19/2024	10,933.00
							Account 53410 - Liability / Casualty Premiums Totals	Invoice Transactions	1	<u>\$10,933.00</u>
							Program 100000 - Main Totals	Invoice Transactions	5	<u>\$11,908.98</u>
							Department 10 - Legal Totals	Invoice Transactions	5	<u>\$11,908.98</u>
							Fund 800 - Risk Management(S0203) Totals	Invoice Transactions	5	<u>\$11,908.98</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 801 - Health Insurance Trust										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990 - Other Services and Charges										
8609 - LoCascio Hadden & Dennis, LLC (LHD Benefit Advisor)	8654	12-Near-Site Employer Clinic Support-July 2024	Paid by EFT # 60060		07/09/2024	07/09/2024	07/19/2024		07/19/2024	2,600.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	<u>\$2,600.00</u>
							Program 120000 - Main Totals		Invoice Transactions 1	<u>\$2,600.00</u>
							Department 12 - Human Resources Totals		Invoice Transactions 1	<u>\$2,600.00</u>
							Fund 801 - Health Insurance Trust Totals		Invoice Transactions 1	<u>\$2,600.00</u>
Fund 802 - Fleet Maintenance(S9500)										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52230 - Garage and Motor Supplies										
50605 - Bauer Built, INC	360145838	17 - 6 Commercial truck tires disposed off	Paid by EFT # 59972		07/09/2024	07/09/2024	07/19/2024		07/19/2024	76.50
4693 - Monroe County Tire & Supply, INC	072158	17 - (2) P215/55R16 tires for 641	Paid by EFT # 60072		07/09/2024	07/09/2024	07/19/2024		07/19/2024	203.54
							Account 52230 - Garage and Motor Supplies Totals		Invoice Transactions 2	<u>\$280.04</u>
Account 52240 - Fuel and Oil										
7854 - Premier AG CO-OP, INC (Premier Energy)	2207169	17 - unleaded fuel - 6/20/2024	Paid by EFT # 60097		07/09/2024	07/09/2024	07/19/2024		07/19/2024	6,260.00
7854 - Premier AG CO-OP, INC (Premier Energy)	19000	17 - B20 Clear on Road fuel - 6/24/2024	Paid by EFT # 60097		07/09/2024	07/09/2024	07/19/2024		07/19/2024	22,731.19
7854 - Premier AG CO-OP, INC (Premier Energy)	18963	17 - PDX4 B20 on road special fuel - 6/19/2024	Paid by EFT # 60097		07/09/2024	07/09/2024	07/19/2024		07/19/2024	23,521.10
7854 - Premier AG CO-OP, INC (Premier Energy)	18999	17 - Regular unleaded fuel - 6/24/2024	Paid by EFT # 60097		07/09/2024	07/09/2024	07/19/2024		07/19/2024	26,365.02
							Account 52240 - Fuel and Oil Totals		Invoice Transactions 4	<u>\$78,877.31</u>
Account 52320 - Motor Vehicle Repair										
244 - Bloomington Ford, INC	5083768	17 - hose clamp, hex head bolt & retainer for 829	Paid by EFT # 59977		07/09/2024	07/09/2024	07/19/2024		07/19/2024	54.68
244 - Bloomington Ford, INC	5083750	17 - Valve seal for 638	Paid by EFT # 59977		07/09/2024	07/09/2024	07/19/2024		07/19/2024	83.44
244 - Bloomington Ford, INC	5083729	17 - Flywheel assembly & hex. head bolt for 829	Paid by EFT # 59977		07/09/2024	07/09/2024	07/19/2024		07/19/2024	92.78
244 - Bloomington Ford, INC	5083728	17 - Nox module (D) for 495	Paid by EFT # 59977		07/09/2024	07/09/2024	07/19/2024		07/19/2024	426.67
244 - Bloomington Ford, INC	5083751	17 - Nox trap sensor (D) & Nox Trap sensor (C) for 495	Paid by EFT # 59977		07/09/2024	07/09/2024	07/19/2024		07/19/2024	606.82



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Fund 802 - Fleet Maintenance(S9500)										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52320 - Motor Vehicle Repair										
244 - Bloomington Ford, INC	5083749	17 - credit for returned Core	Paid by EFT # 59977		07/09/2024	07/09/2024	07/19/2024	07/19/2024		(75.00)
244 - Bloomington Ford, INC	5083804	17 - Seal "O" Ring for 845	Paid by EFT # 59977		07/09/2024	07/09/2024	07/19/2024	07/19/2024		6.60
594 - Curry Auto Center, INC	5115740	17 - N-Plate (10777-CT) for 253	Paid by EFT # 60002		07/09/2024	07/09/2024	07/19/2024	07/19/2024		43.41
594 - Curry Auto Center, INC	5115789	17 - Transmission cover for 572	Paid by EFT # 60002		07/09/2024	07/09/2024	07/19/2024	07/19/2024		5.72
51827 - Fire Service, INC	IN-14314	17 - window crank for 342	Paid by EFT # 60016		07/09/2024	07/09/2024	07/19/2024	07/19/2024		49.99
3560 - First Financial Bank / Credit Cards	5173S	17 - 483 alternator	Paid by Check # 78667		07/09/2024	07/09/2024	07/19/2024	07/19/2024		233.70
796 - Interstate Battery System of Bloomington, INC	400308503	17 - 5 31-MD & 2 MTP-65HD batteries for City vehicles	Paid by EFT # 60042		07/09/2024	07/09/2024	07/19/2024	07/19/2024		804.52
11672 - Jack Doheny Companies, INC	233245	17 - elbow, nozzle, connectors, hydraulic filter kit for 467	Paid by EFT # 60045		07/09/2024	07/09/2024	07/19/2024	07/19/2024		574.06
908 - JB Salvage (Westside Auto Parts)	46833	17 - Flat bar for 467	Paid by EFT # 60047		07/09/2024	07/09/2024	07/19/2024	07/19/2024		19.00
53385 - O'Reilly Automotive Stores, INC	1903-446076	17 - Tire Lube for shop	Paid by Check # 78676		07/09/2024	07/09/2024	07/19/2024	07/19/2024		11.89
53385 - O'Reilly Automotive Stores, INC	1903-447193	17 - O-Ring kit & Manifold set for 638	Paid by Check # 78676		07/09/2024	07/09/2024	07/19/2024	07/19/2024		58.87
53385 - O'Reilly Automotive Stores, INC	1903-447364	17 - Intercooler Tube for 876	Paid by Check # 78676		07/09/2024	07/09/2024	07/19/2024	07/19/2024		177.14
53385 - O'Reilly Automotive Stores, INC	1903-448383	17 - Intercooler Tube for 637	Paid by Check # 78676		07/09/2024	07/09/2024	07/19/2024	07/19/2024		177.14
53385 - O'Reilly Automotive Stores, INC	1903-447515	17 - credit for core returned	Paid by Check # 78676		07/09/2024	07/09/2024	07/19/2024	07/19/2024		(10.00)
6095 - Old Dominion Brush Company, INC	9055492	17 - #467 sweeper part - spray bar, clamps and etc	Paid by EFT # 60086		07/09/2024	07/09/2024	07/19/2024	07/19/2024		1,297.77
6095 - Old Dominion Brush Company, INC	9043017	17 - #467 sweeper parts, spray bar, pads, clamps and etc	Paid by EFT # 60086		07/09/2024	07/09/2024	07/19/2024	07/19/2024		2,740.95
16069 - Palmer Trucks, INC	1512211	17 - harness, clamp, gasket and exhaust filter	Paid by EFT # 60089		07/09/2024	07/09/2024	07/19/2024	07/19/2024		1,200.55
6146 - Ray Skillman Hoosier Ford, INC	31817	17 - Booster Assembly & Oil Cooler Assembly for 845	Paid by EFT # 60104		07/09/2024	07/09/2024	07/19/2024	07/19/2024		447.67



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Fund 802 - Fleet Maintenance(\$9500)											
Department 17 - Fleet Maintenance											
Program 170000 - Main											
Account 52320 - Motor Vehicle Repair											
476 - Southern Indiana Parts, INC (Napa Auto Parts)	June 2024	17 - various parts for the month of June	Paid by EFT # 60122		07/09/2024	07/09/2024	07/19/2024		07/19/2024	4,481.10	
54351 - Sternberg, INC	982595	17 - pump for 438	Paid by EFT # 60130		07/09/2024	07/09/2024	07/19/2024		07/19/2024	1,418.28	
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603N/T8066	17 - TPMS sensor kit for 528	Paid by EFT # 60166		07/09/2024	07/09/2024	07/19/2024		07/19/2024	60.46	
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NT8043	17 - Ignition Coil Assembly for 529	Paid by EFT # 60166		07/09/2024	07/09/2024	07/19/2024		07/19/2024	125.06	
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NT8174	17 - TPMS sensor kit for 528	Paid by EFT # 60166		07/09/2024	07/09/2024	07/19/2024		07/19/2024	181.38	
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NT8674	17 - Fuel injection kit for 638	Paid by EFT # 60166		07/09/2024	07/09/2024	07/19/2024		07/19/2024	476.82	
									Account 52320 - Motor Vehicle Repair Totals	Invoice Transactions 29	<u>\$15,771.47</u>
Account 52420 - Other Supplies											
177 - Indiana Oxygen Company, INC	10432632	17 - torch and welding gases - 6/30/2024	Paid by EFT # 60039		07/09/2024	07/09/2024	07/19/2024		07/19/2024	288.90	
8658 - Kleindorfer's Hardware LLC	793737	17 - (3) 45 degree brass for 467	Paid by EFT # 60053		07/09/2024	07/09/2024	07/19/2024		07/19/2024	6.38	
									Account 52420 - Other Supplies Totals	Invoice Transactions 2	<u>\$295.28</u>
Account 53130 - Medical											
231 - IU Health OCC Health Services	00158545-00	17 - DOT testing for J Smith	Paid by EFT # 60044		07/09/2024	07/09/2024	07/19/2024		07/19/2024	50.00	
									Account 53130 - Medical Totals	Invoice Transactions 1	<u>\$50.00</u>
Account 53610 - Building Repairs											
8143 - Cummins INC dba Cummins Sales and Service	N8-2296	17 - Planned maintenance and quick fit part installed	Paid by EFT # 60001		07/09/2024	07/09/2024	07/19/2024		07/19/2024	647.63	
									Account 53610 - Building Repairs Totals	Invoice Transactions 1	<u>\$647.63</u>
Account 53620 - Motor Repairs											
4474 - Ken's Westside (DO NOT USE) Service & Towing, LLC	24-0624-92859	17 - tow for chev Colorado from 10th & grant to fleet	Paid by EFT # 60052		07/09/2024	07/09/2024	07/19/2024		07/19/2024	95.00	
4474 - Ken's Westside (DO NOT USE) Service & Towing, LLC	24-0627-92989	17 - Towing for ford taurus from 169South MM123) to fleet	Paid by EFT # 60052		07/09/2024	07/09/2024	07/19/2024		07/19/2024	120.00	
4474 - Ken's Westside (DO NOT USE) Service & Towing, LLC	24-0627-92968	17 - Tow for John deere with broken Drive shaft to Fleet	Paid by EFT # 60052		07/09/2024	07/09/2024	07/19/2024		07/19/2024	362.50	



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Fund 802 - Fleet Maintenance(S9500)										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 53620 - Motor Repairs										
2096 - West Side Tractor Sales CO.	015956	17 - #4571 diesel exhaust fluid header software update	Paid by EFT # 60157		07/09/2024	07/09/2024	07/19/2024		07/19/2024	146.50
								Account 53620 - Motor Repairs Totals	Invoice Transactions 4	<u>\$724.00</u>
Account 53640 - Hardware and Software Maintenance										
8143 - Cummins INC dba Cummins Sales and Service	S1-93671	17 - Software update for 773	Paid by EFT # 60001		07/09/2024	07/09/2024	07/19/2024		07/19/2024	100.00
								Account 53640 - Hardware and Software Maintenance Totals	Invoice Transactions 1	<u>\$100.00</u>
Account 53650 - Other Repairs										
4046 - Heritage-Crystal Clean, INC	18639517	17 - vac services for floor drains	Paid by EFT # 60027		07/09/2024	07/09/2024	07/19/2024		07/19/2024	2,125.83
								Account 53650 - Other Repairs Totals	Invoice Transactions 1	<u>\$2,125.83</u>
Account 53920 - Laundry and Other Sanitation Services										
19171 - Vestis Group, INC (FKA Aramark)	4080133334	17 - City portion of uniform rentals - 6/26/2024	Paid by EFT # 60152		07/09/2024	07/09/2024	07/19/2024		07/19/2024	26.86
19171 - Vestis Group, INC (FKA Aramark)	4080132200	17 - City portion of uniform rentals - 6/19/2024	Paid by EFT # 60152		07/09/2024	07/09/2024	07/19/2024		07/19/2024	26.87
19171 - Vestis Group, INC (FKA Aramark)	4080132201	17 - mat rentals and shop towels- 6/19/2024	Paid by EFT # 60152		07/09/2024	07/09/2024	07/19/2024		07/19/2024	93.35
19171 - Vestis Group, INC (FKA Aramark)	4080133335	17 - mat rentals and shop towels- 6/26/2024	Paid by EFT # 60152		07/09/2024	07/09/2024	07/19/2024		07/19/2024	93.35
								Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 4	<u>\$240.43</u>
								Program 170000 - Main Totals	Invoice Transactions 49	<u>\$99,111.99</u>
								Department 17 - Fleet Maintenance Totals	Invoice Transactions 49	<u>\$99,111.99</u>
								Fund 802 - Fleet Maintenance(S9500) Totals	Invoice Transactions 49	<u>\$99,111.99</u>
Fund 804 - Insurance Voluntary Trust										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990.1271 - Other Services and Charges Section 125 - URM- City										
17785 - The Howard E. Nyhart Company, INC	070624daily	12-City URM	Paid by EFT # 59949		07/08/2024	07/08/2024	07/08/2024		07/08/2024	105.00



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Fund 804 - Insurance Voluntary Trust										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990.1271 - Other Services and Charges Section 125 - URM- City										
17785 - The Howard E. Nyhart Company, INC	070524daily	12-City URM	Paid by EFT # 59950		07/08/2024	07/08/2024	07/08/2024		07/08/2024	43.63
								Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals	Invoice Transactions 2	\$148.63
								Program 120000 - Main Totals	Invoice Transactions 2	\$148.63
								Department 12 - Human Resources Totals	Invoice Transactions 2	\$148.63
								Fund 804 - Insurance Voluntary Trust Totals	Invoice Transactions 2	\$148.63
Fund 978 - City 2016 GO Bond Proceeds										
Department 06 - Controller's Office										
Program 06016C - 2016 C Jackson Trail										
Account 54310 - Improvements Other Than Building										
399 - American Structurepoint, INC	176418	07 - Jackson Creek Trail PH II (CE) 04/01-04/30/24	Paid by EFT # 59960		07/09/2024	07/09/2024	07/19/2024		07/19/2024	2,337.66
399 - American Structurepoint, INC	177687	07 - Jackson Creek Trail PH II (CE) 05/01-05/31/24	Paid by EFT # 59960		07/09/2024	07/09/2024	07/19/2024		07/19/2024	2,077.92
								Account 54310 - Improvements Other Than Building Totals	Invoice Transactions 2	\$4,415.58
								Program 06016C - 2016 C Jackson Trail Totals	Invoice Transactions 2	\$4,415.58
Program 06016G - 2016 G Sanitation Carts										
Account 54510 - Other Capital Outlays										
5697 - Cascade Engineering, INC	241007426	16-64 gallon carts (46)	Paid by EFT # 59988		07/09/2024	07/09/2024	07/19/2024		07/19/2024	9,200.00
								Account 54510 - Other Capital Outlays Totals	Invoice Transactions 1	\$9,200.00
								Program 06016G - 2016 G Sanitation Carts Totals	Invoice Transactions 1	\$9,200.00
								Department 06 - Controller's Office Totals	Invoice Transactions 3	\$13,615.58
								Fund 978 - City 2016 GO Bond Proceeds Totals	Invoice Transactions 3	\$13,615.58



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Fund 986 - GO Bonds 2022										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 54510 - Other Capital Outlays										
16 - Butler, Fairman & Seufert, INC	104340	07-High Street Multiuse Path and Intersections 04/01/24-04/30/24	Paid by EFT # 59983		07/09/2024	07/09/2024	07/19/2024		07/19/2024	29,530.33
							Account 54510 - Other Capital Outlays Totals	Invoice Transactions	1	<u>\$29,530.33</u>
							Program 060000 - Main Totals	Invoice Transactions	1	<u>\$29,530.33</u>
							Department 06 - Controller's Office Totals	Invoice Transactions	1	<u>\$29,530.33</u>
							Fund 986 - GO Bonds 2022 Totals	Invoice Transactions	1	<u>\$29,530.33</u>
							Grand Totals	Invoice Transactions	277	<u>\$1,695,023.94</u>

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Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
07/19/24	Claims				\$1,695,023.94
					<u>\$1,695,023.94</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$1,695,023.94

Dated this 16th day of July year of 2024.

 Kyla Cox Deckard, President

 Elizabeth Karon, 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 Office _____