

**Board of Public Works Meeting**  
**May 26, 2020**



The City will offer virtual options, including CATS public access television (live and tape-delayed), Facebook Live ([facebook.com/citybloomington](https://www.facebook.com/citybloomington)), Zoom or otherwise.

Public comments and questions will be encouraged via [bloomington.in.gov](https://www.bloomington.in.gov) rather than in person.

**AGENDA**  
**BOARD OF PUBLIC WORKS**  
**May 26, 2020**

A Regular Meeting of the Board of Public Works will be held through Virtual Meeting on Tuesday, May 26, 2020 at 5:30 p.m.

The City will offer virtual options, including CATS public access television (live and tape- delayed), Facebook Live ([facebook.com/citybloomington](https://www.facebook.com/citybloomington)), Zoom or otherwise.

Public comments and questions will be encouraged via [bloomington.in.gov](https://www.bloomington.in.gov) rather than in person.

**I. MESSAGES FROM BOARD MEMBERS**

**II. PETITIONS & REMONSTRANCES**

**III. TITLE VI ENFORCEMENT**

1. Approve Permission to Abate Property at 740 S. Westwood Drive

**IV. CONSENT AGENDA**

1. Approval of Minutes – May 12, 2020
2. Resolution 2020-26: Approve Disposal of Surplus Sanitation Bins
3. Approval of Payroll

**V. NEW BUSINESS**

1. Resolution 2020-24: Approve Request to Seal Unsafe Structure at 702 S. Washington Street
2. Approve Request for Right-of-Way Use at 115 Kirkwood Ave. from Strauser Construction  
(June,15 2020-July 23, 2021)
3. Resolution 2020 – 25: Approve Right-of-Way Encroachment Agreement for Dumpster Enclosure at 614 E. 2<sup>nd</sup>
4. Approve Request for Temporary Full Street Closure on North Walnut Street from Duke Energy  
(June 2, 2020- June 4, 2020)
5. Approve Change Orders #2 and #3 for the Kirkwood Maintenance Project
6. Approve Change Order #2 for the Winslow-Henderson Path Project
7. Approve Change Order #6 for the 17<sup>th</sup> Street Reconstruction Project
8. Approve Bid for Walnut Street Garage Repair Project

**VI. STAFF REPORTS & OTHER BUSINESS**

**VII. APPROVAL OF CLAIMS**

**VIII. ADJOURNMENT**

Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call 812-349-3410 or email [public.works@bloomington.in.gov](mailto:public.works@bloomington.in.gov).

# Staff Report

**To: Board of Public Works**

**From: Jo Stong/Chris Wheeler**

**Date: May 20, 2020**

**Re: Request to Abate property at 740 S. Westwood Drive, Bloomington, IN**

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## **Attachments:**

1. Notice(s) of Violation Issued on 4/23/2020, 5/6/2020, and 5/13/2020.
2. Photograph(s) of the property
3. GIS Property Report Card
4. Order for Abatement (proposed)

## **Facts:**

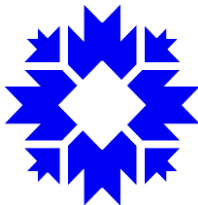
1. BMC § 6.06.020 makes it unlawful “for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.”
2. On 4/23/2020, 5/6/2020, and 5/13/2020, Neighborhood Compliance Officer Jo Stong inspected the property located at 740 S. Westwood Drive, Bloomington, IN (Hereinafter the “Property”) and issued Notices of Violation for excessive growth (which has since been resolved) and deposit of garbage in violation of BMC § 6.06.020 (Hereinafter the “NOV”).
3. The NOV were issued to John A. Miller and John A. Miller, Jr., (Hereinafter the “Owners”) because they are the Owners of the Property which is in violation of BMC § 6.06.020 in that there is garbage on the property.
4. The violations have not been corrected and the NOV were not appealed.
5. The NOV were posted in a conspicuous place at the Property in accordance with BMC § 6.06.070(b).
6. The Notice of Request to Abate was served on the Owners of the Property by certified mail in accordance with BMC § 6.06.080(b).

## **Status of the Property and Reason for Abatement:**

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

## **Staff Recommendation:**

Staff recommends that the property be abated as soon as reasonably possible.



**City of Bloomington  
Housing and Neighborhood Development**

On April 23, May 6, and May 13, 2020 the Housing & Neighborhood Development Department (HAND) issued tickets for the following violation(s) of the City of Bloomington Municipal Code:

- 6.04.110 - Containers, bags 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 refuse, yard waste or recycling is to be collected and it shall be removed from the street or sidewalk on the same day as the collection is made.
- 6.06.020 - It is unlawful for any person to throw, place, or scatter any garbage, rubbish, trash, or other refuse over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, rubbish, trash or other refuse to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.
- 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 eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

These tickets were issued to the property located at 740 S. Westwood Drive. The tickets also indicate an overgrowth violation but that issue has been resolved. The trash violations, however, have not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation.

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BPW Meeting Date: May 26, 2020

Abatement Approved: Y/N

Property Owner: John A. Miller & John A. Miller Jr.

Address: 740 S. Westwood Drive

Is this a rental? No

Agent: N/A

Address: N/A

Parcel Number: 53-09-01-204-021.000-016

Legal Description: 017-00590-00 HIGHLAND VILLAGE 12A LOT 499



**City of Bloomington  
Housing and Neighborhood Development**

**NOTICE OF REQUEST FOR ABATEMENT**

To: John A. & John A. Miller Jr (“Property Owner”)

The City of Bloomington Housing and Neighborhood Development (“HAND”) Department has requested that the Board of Public Works issue an order to abate the ordinance violation(s) noted on the attached ticket(s) at the property located at **740 S Westwood Dr**, Bloomington 47404, under parcel number **53-09-01-204-021.000-016** and whose legal description is **017-00590-00 HIGHLAND VILLAGE 12A LOT 499** (Hereinafter the “Property”).

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

If you do not immediately remedy the ongoing ordinance violations on your property, HAND will seek authorization for abatement of said violation(s) at the Board of Public Works meeting to be held **Tuesday May 26<sup>th</sup>, 2020 5:30 P.M. via ZOOM Meetings**, information will be provided closer to meeting time or you can contact the Office of Public Works at 812-349-3410.

**The Property Owner is entitled to appear at the meeting and present arguments and evidence in defense of this request for abatement.**

**Fines are not appealed at this meeting**

**City of Bloomington's Board of Public Works**  
**Order Of Abatement for NOV**  
**(deposit of garbage)**

This matter is before the Board of Public Works for Abatement of Notice of Violations issued 4/23/2020, 5/6/2020, and 5/13/2020, (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, May 26, 2020.

The Board of Public Works now finds as follows:

1. John A. Miller and John A. Miller, Jr., (Hereinafter the "Owners") own the real estate located at 740 S. Westwood Drive, Bloomington, IN 47403, under parcel number 53-09-01-204-021.000-016 and whose legal description is 017-00590-00 HIGHLAND VILLAGE 12A LOT 499 (Hereinafter the "Property")
2. On 4/23/2020, 5/6/2020, and 5/13/2020, Jo Stong, City of Bloomington Neighborhood Compliance Officer, issued NOV after personally observing garbage, recyclable materials and yard waste deposited on the Property in violation of BMC § 6.06.020.
3. The NOV were properly issued to the Owners in accordance with BMC 6.06.070(b).
4. The NOV were not appealed.
5. The violations cited in the NOV were not remedied.
6. Notice of the City's request to abate the Property was properly issued and the Owners properly notified in accordance with BMC 6.06.080(b).

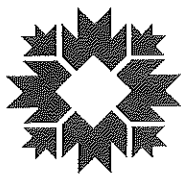
After reviewing all of the evidence and testimony presented, the Board of Public Works hereby Orders as follows:

1. The City, via either its employees or a third-party private contractor hired by the City, is authorized to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, the City, via either its employees or a third-party contractor hired by the City, is authorized to enter into and onto the Property to remove any and all garbage, recyclable materials and yard waste as those terms are defined in Chapter 6.06 of the City of Bloomington Municipal Code.
2. The City shall bill the Owner for all associated costs of abatement. The Owner shall remit payment in full no later than ten days from receipt of the bill.
3. If the Owner fails to comply with paragraph 2 above, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for the Property.
4. Public Works shall notify the Owner of this Order and HAND shall post this Order on the Property at the time of abatement.
5. All appeals from the Board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

**So Ordered this 26<sup>th</sup> Day of May, 2020.**

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



# 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 4.23.20 <sup>Thurs</sup> Time 12:14 P Address/location 740 S. Westwood

Issued by: 230 47403

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# 45264

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# 45265

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: - Remove trash & debris from property  
- cut the overgrowth.  
Verbal warning re: trash to tenant 4/3/2020

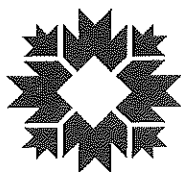
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please 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 John A. & John A. Jr. Miller  
 Address 740 S. Westwood Dr.  
 City Blgtn State IN  
 Zip Code 47403

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/](http://www.bloomington.in.gov/hand/)

Date 5.6.2020 <sup>wed</sup> Time 11:52A Address/location 740 S. Westwood  
Issued by: 230 47403

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# 45341

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# 45342

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: - Remove trash & debris from property.  
- cut the overgrowth

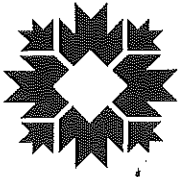
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address listed above. Please 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 John & John Jr. Miller  
Address 740 S. Westwood  
City Blgtn. State IN  
Zip Code 47403

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/](http://www.bloomington.in.gov/hand/)

Date 5-13-20 Time 2:47P Address/location 740 S. Westwood 47404

Issued by: 230

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# 45388

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

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

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

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

Comments: Remove trash & debris from property  
Property will go to Board of Public Works for permission  
to abate.

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 John & John Jr. Miller  
 Address 740 S. Westwood  
 City Blytn State IN  
 Zip Code 47403  
5-26-20

Agent Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_  
 Zip Code \_\_\_\_\_

BPW:  ~~\_\_\_\_\_~~ Mail Copies To: Resident: \_\_\_\_\_ Owner:  Agent: \_\_\_\_\_

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Domestic Mail Only

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6T02 6T02

Certified Mail Fee \$ \_\_\_\_\_

- Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) \$ \_\_\_\_\_
  - Return Receipt (electronic) \$ \_\_\_\_\_
  - Certified Mail Restricted Delivery \$ \_\_\_\_\_
  - Adult Signature Required \$ \_\_\_\_\_
  - Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage \$ \_\_\_\_\_

Postmark  
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**John & John Jr. Miller**  
**740 S WESTWOOD DR**  
**BLOOMINGTON, IN 47404**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

See reverse for instructions



SLOW  
CHILDREN  
PLAY

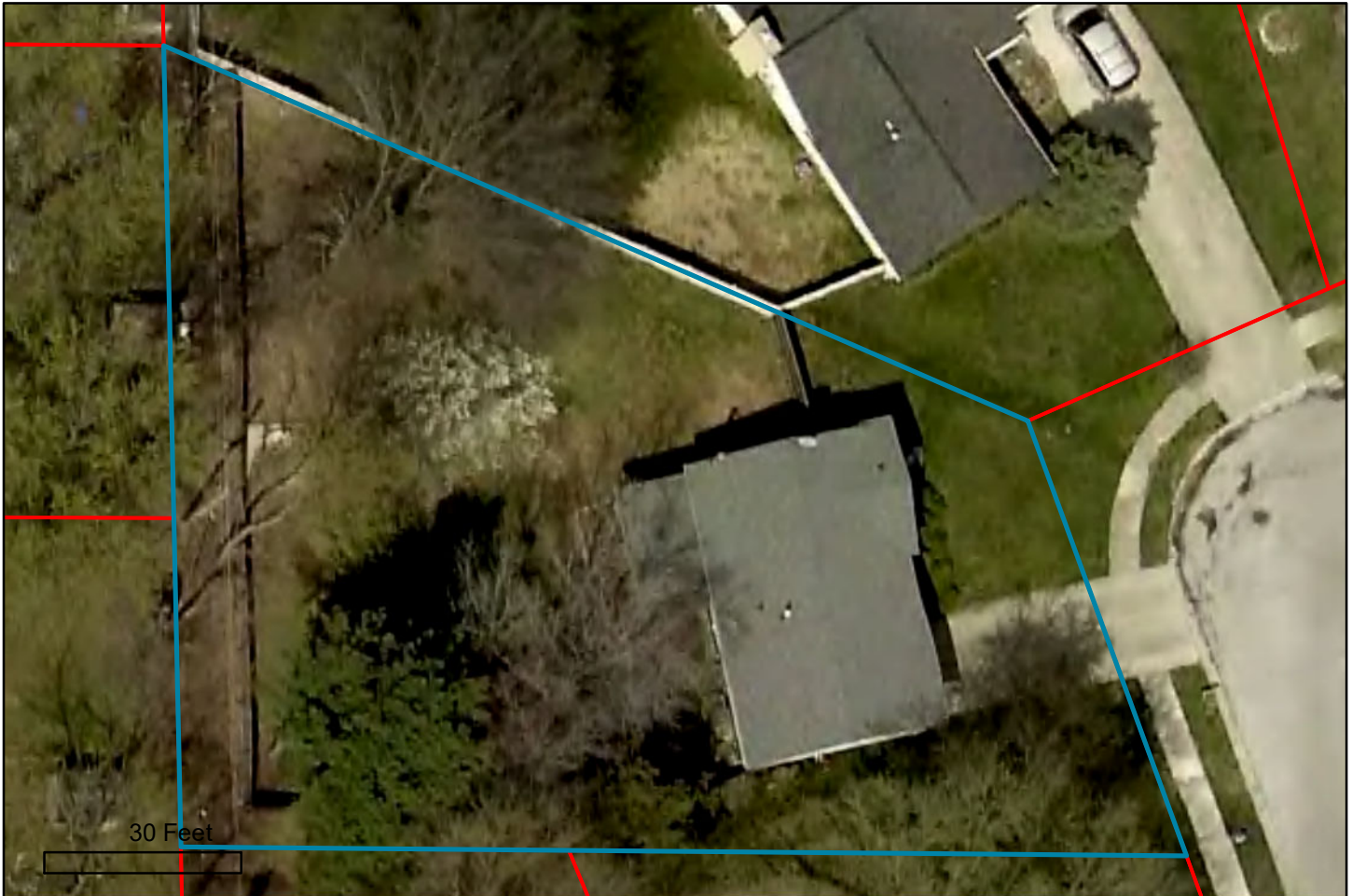
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# Monroe County, IN

740 S Westwood DR, Bloomington, IN 47403-1779  
53-09-01-204-021.000-016



## Parcel Information

**Parcel Number:** 53-09-01-204-021.000-016  
**Alt Parcel Number:** 017-00590-00  
**Property Address:** 740 S Westwood DR  
Bloomington, IN 47403-1779  
**Neighborhood:** Highland Village - A  
**Property Class:** 1 Family Dwell - Platted Lot  
**Owner Name:** Miller, John A & John A Jr  
**Owner Address:** 740 S Westwood Dr  
Bloomington, IN 47403  
**Legal Description:** 017-00590-00 HIGHLAND VILLAGE 12A  
LOT 499

## Taxing District

**Township:** VAN BUREN TOWNSHIP  
**Corporation:** MONROE COUNTY COMMUNITY

## Land Description

| <u>Land Type</u> | <u>Acreage</u> | <u>Dimensions</u> |
|------------------|----------------|-------------------|
| 9                | 0.3            |                   |

The Board of Public Works meeting was held on Tuesday, May 12 2020, at 5:30 pm virtually through Zoom with Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard  
Dana Palazzo  
Beth H. Hollingsworth

**ROLL CALL**

City Staff: April Rosenberger – Public Works  
Michael Large – Public Works  
James Boruff – Public Works  
John Hewett – Housing and Neighborhood Dev.  
Mike Arnold – Housing and Neighborhood Dev.  
Russell White – Planning and Transportation  
Sara Gomez – Planning and Transportation

Hollingsworth wanted to thank all of the workers in our community keeping our city running; Cox Deckard agreed.

**MESSAGES FROM  
BOARD MEMBERS**

None

**PETITIONS &  
REMONSTRANCES**

John Hewett, Housing and Neighborhood Development, presented Approve Abatement at 702 S. Washington St. See meeting packet for more details.

**TITLE VI  
ENFORCEMENT**

**Approve Abatement at  
702 S. Washington St.**

**Board Comments:** Hollingsworth asked if Hewett wrote a citation in May; Hewett couldn't confirm. Hollingsworth asked if the property has changed; Hewett said the shape of the property has not changed since the last date of the citation in April.



Hollingsworth made a motion to Approve Abatement at 702 S. Washington St. Palazzo Seconded. Motion is passed.

## **CONSENT AGENDA**

- 1. Approval of Minutes – April 28, 2020**
- 2. Approval of Payroll**

Hollingsworth made a motion to approve the items on the consent agenda. Palazzo seconded the motion. Motion is passed. Consent agenda is approved.

Mike Arnold, Housing and Neighborhood Development, presented Resolution 2020-23: Approve Order to Seal Unsafe Structure at 1010 W. 1<sup>st</sup> Street. See meeting packet for details.

**Board Comments:** Hollingsworth asked if residents would be restricted from entering the property once it is sealed; Arnold confirmed.

Hollingsworth made a motion to Approve Resolution 2020-23: Approve Order to Seal Unsafe Structure at 1010 W. 1<sup>st</sup> Street. Palazzo seconded. Motion is passed

Russell White, Planning and Transportation, presented Approve Change Order #1 for the West Allen Street Traffic Calming. See meeting packet for details.

**Board Comments:** Hollingsworth asked how far the contractors had to dig. White explained they had to dig an additional 4 feet to get under a utility and water line.

Palazzo made a motion to Approve Change Order #1 for the West Allen Street Traffic Calming. Hollingsworth seconded. Motion is passed.

## **NEW BUSINESS**

**Resolution 2020-23:  
Approve Order to Seal  
Unsafe Structure at 1010 W.  
1<sup>st</sup> Street**

**Approve Change Order #1  
for the West Allen Street  
Traffic Calming**

White presented Approve Change Order #1 for the Sare Road Right-of-Way Clearing. See meeting packet for details.

**Approve Change Order #1  
for the Sare Road Right-of-  
Way Clearing**

**Board Comments:** Hollingsworth needed confirmation that the reason for the cost is to use a crane to remove the large tree; White confirmed. Cox Deckard needed to confirm that the cost was also due to extra hours for the work crews; White confirmed. Cox Deckard asked if White anticipates any more change orders for this project; White stated there will not be.

Hollingsworth made a motion to Approve Change Order #1 for the Sare Road Right-of-Way Clearing. Palazzo seconded. Motion is passed.

Sara Gomez, Planning and Transportation, presented Approve Request for Right-of-Way Use on E. 14<sup>th</sup> Street from Wilhelm Construction. See meeting packet for details.

**Approve Request for Right-  
of-Way Use on E. 14<sup>th</sup> Street  
from Wilhelm Construction**

**Board Comments:** Hollingsworth asked if the bike path will be repaired if damaged by the construction. Will Lutz, Wilhelm Construction, confirmed if any damage does happen to the bike path, they would be more than happy to repair it.

Hollingsworth made a motion to Approve Request for Right-of-Way Use on E. 14<sup>th</sup> Street from Wilhelm Construction. Palazzo seconded. Motion is passed.

Gomez presented Approve Final Plat of Whitehall Plaza. See meeting packet for details.

**Approve Final Plat of  
Whitehall Plaza**

Hollingsworth made a motion to Approve Final Plat of Whitehall Plaza. Palazzo seconded. Motion is passed.

James Boruff, Public Works, presented Approve Change Orders #1 -#6 for Bloomington Police Department Training Annex Building. See meeting packet for details.

**Approve Change Orders #1  
- #6 for Bloomington Police  
Department Training  
Annex Building**

**Board Comments:** Hollingsworth asked if the soil was contaminated in change order #3; Boruff confirmed it was not contaminated. Hollingsworth asked about the completion of this project; Boruff confirmed 2 weeks.

Palazzo made a motion to Approve Change Order #1 for Bloomington Police Department Training Annex Building. Hollingsworth seconded. Motion is passed.

Hollingsworth made a motion to Approve Change Order #2 for Bloomington Police Department Training Annex Building. Palazzo seconded. Motion is passed.

Palazzo made a motion to Approve Change Order #3 for Bloomington Police Department Training Annex Building. Hollingsworth seconded. Motion is passed.

Hollingsworth made a motion to Approve Change Order #4 for Bloomington Police Department Training Annex Building. Palazzo seconded. Motion is passed.

Palazzo made a motion to Approve Change Order #5 for Bloomington Police Department Training Annex Building. Hollingsworth seconded. Motion is passed.

Hollingsworth made a motion to Approve Change Order #6 for Bloomington Police Department Training Annex Building. Palazzo seconded. Motion is passed.

Michael Large, Public Works, wanted to reiterate the Board's sentiments to thank all of the staff. Most of the projects are way ahead of schedule. The project on Atwater Ave. is 9 weeks ahead of schedule. Most of these projects were not due to be completed until July. Large also wanted to thank the Board for their hard work.

**STAFF REPORTS &  
OTHER BUSINESS**

**APPROVAL OF CLAIMS**

Hollingsworth made a motion to approve claims in the amount of \$2,569,702.78. Palazzo seconded. Claims are approved.

**ADJOURNMENT**

Cox Deckard called for adjournment. Meeting adjourned at 6:01 P.M.

Accepted By:

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

\_\_\_\_\_  
Beth H. Hollingsworth, Vice-president

\_\_\_\_\_  
Dana Palazzo, Secretary

Date:

Attest to:



## Board of Public Works Staff Report

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|                                   |   |
|-----------------------------------|---|
| <b>Project/Event:</b>             | <b>Declaration of Obsolete Big Belly containers as Surplus Property</b> |
| <b>Petitioner/Representative:</b> | <b>Sanitation Division of Public Works Department</b>                   |
| <b>Staff Representative:</b>      | <b>Rhea Carter</b>  |
| <b>Meeting Date:</b>              | <b>5/26/2020</b>  |

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In May 2019, The Sanitation Division replaced the downtown solar compaction containers with a more durable style of trash/recycle containers. We ask for the Board's approval to dispose of the compaction containers, commonly referred to as Big Belly's, as they have reached their end of life. They hold no value other than what they will bring when scrapped at current market rates.

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Staff is supportive of the request.

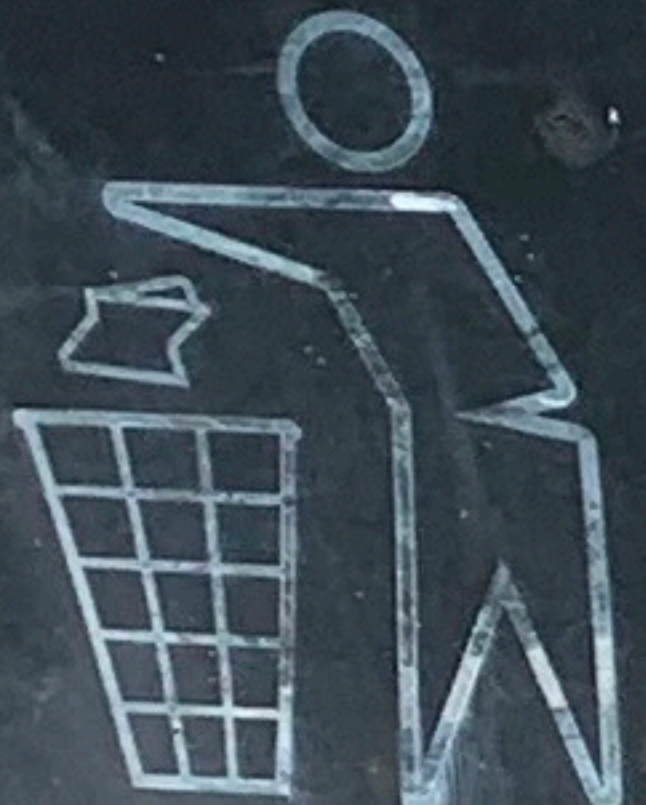
**Recommend**  **Approval**  **Denial by** Rhea Carter



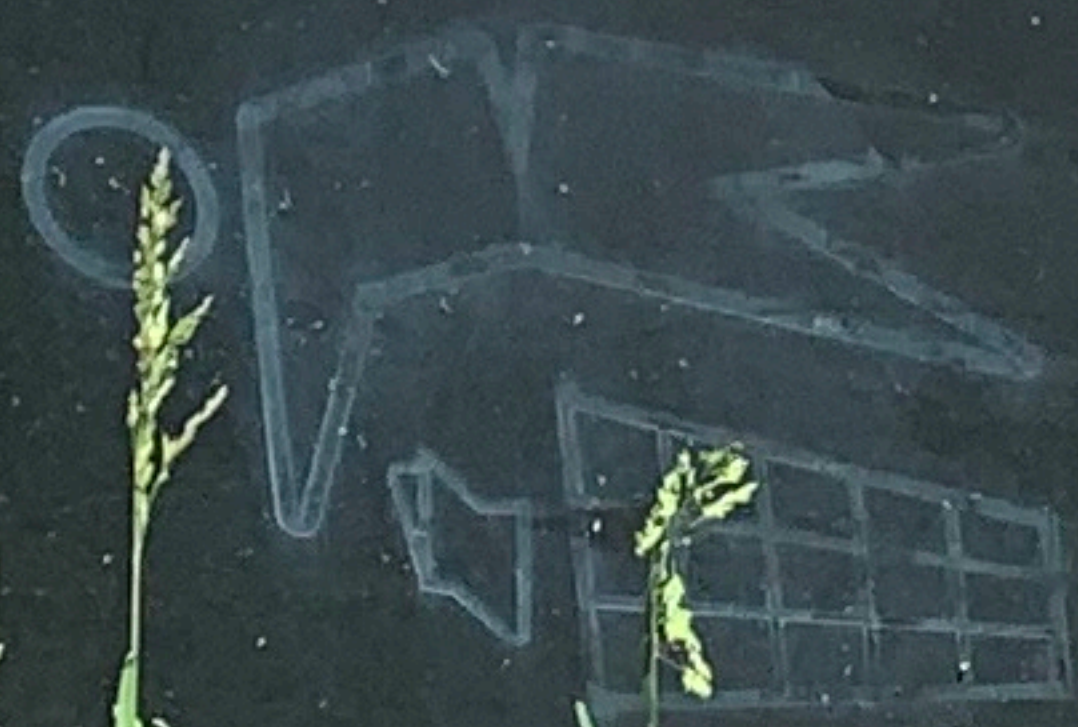
Big Belly  
R COMPACTOR

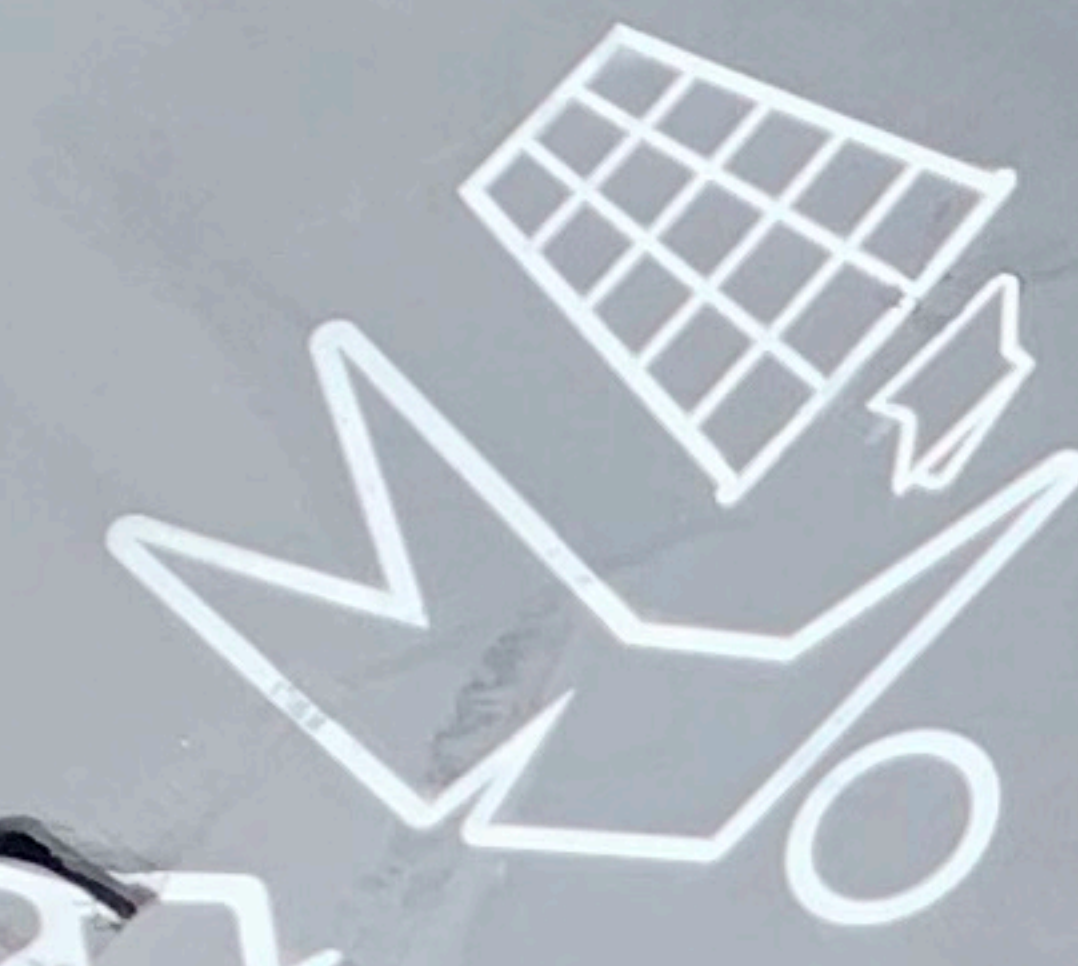
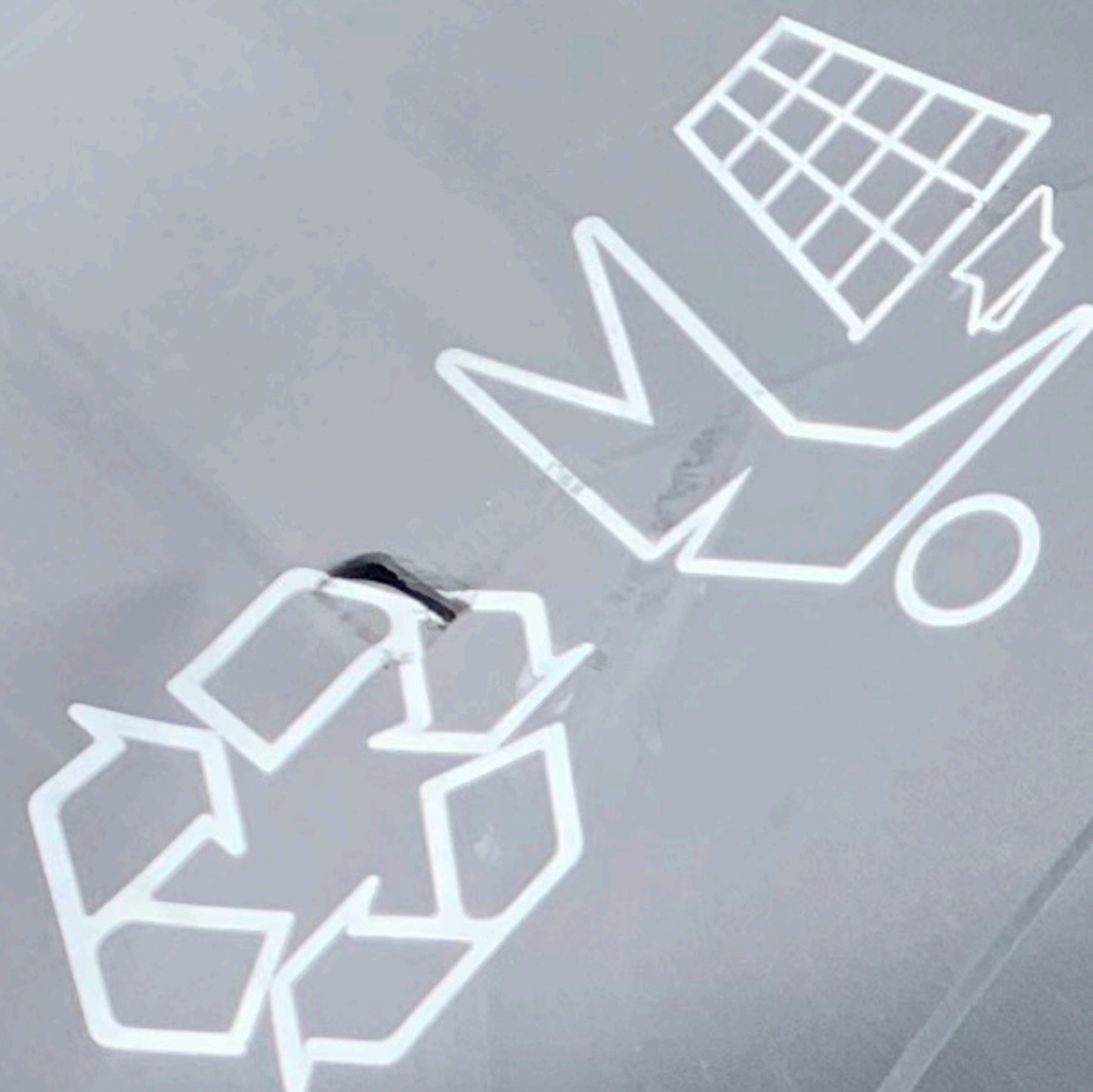
Salt Dogg  
Buyers

495



Big Belly  
R COMPACTOR

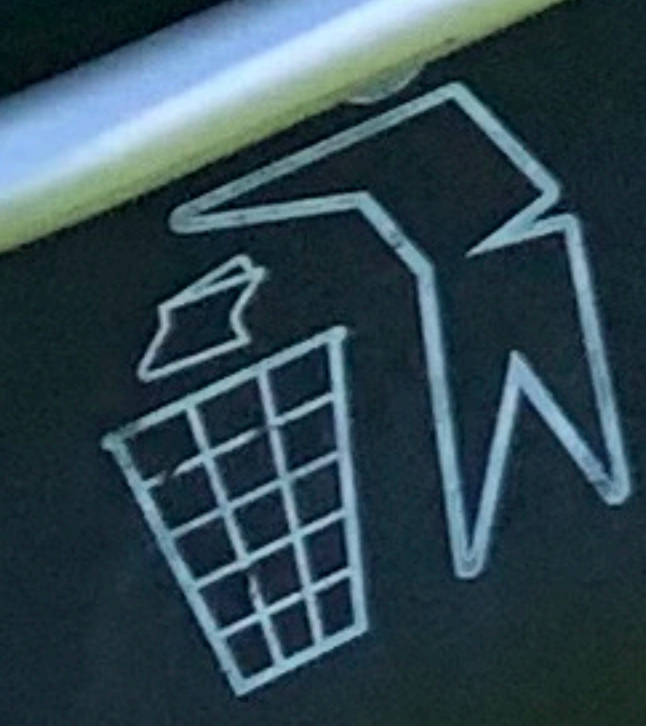




BigBelly  
SOLAR COMPACTOR

BigBelly  
SOLAR COMPACTOR

TCB



BigBelly  
SOLAR COMPACTOR

**BOARD OF PUBLIC WORKS  
RESOLUTION 2020-26**

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

WHEREAS, the Sanitation Division of the City's Public Works Department replaced the downtown solar compaction containers with a more durable style of trash and recycle containers in 2019; and

WHEREAS, these compaction containers, commonly referred to as BigBellies, have reached the end of their usefulness to the City and have no value except when scrapped at current market rates; and

WHEREAS, the Sanitation Division has thirteen (13) BigBelly compactors which are currently stored at Winston Thomas, and this storage space is needed by the Street Division of the Public Works Department; and

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

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

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

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

WHEREAS, the Sanitation Division wishes to dispose of the surplus containers.

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

1. The thirteen (13) BigBelly compaction containers are hereby declared to be surplus personal property.
2. The value of these containers is assessed to be less than five thousand dollars (\$5,000).
3. The costs of transporting the containers and conducting a private sale exceed their value.
4. The Sanitation Division of the Public Works Department is authorized to dispose of these containers.



**PASSED AND ADOPTED by the City of Bloomington Board of Public Works this 26<sup>th</sup> day of May, 2020.**

**BOARD OF PUBLIC WORKS**

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

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

\_\_\_\_\_  
Dana Palazzo, Secretary

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

**REGISTER OF PAYROLL CLAIMS**

**Board: Board of Public Works Claim Register**

| <b>Date:</b> | <b>Type of Claim</b> | <b>FUND</b> | <b>Description</b> | <b>Bank Transfer</b> | <b>Amount</b>     |
|--------------|----------------------|-------------|--------------------|----------------------|-------------------|
| 5/22/2020    | Payroll              |             |                    |                      | 442,941.03        |
|              |                      |             |                    |                      | <u>442,941.03</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 \$ 442,941.03

**Dated this 26th day of May year of 2020.**

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

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

\_\_\_\_\_  
Dana Palazzo 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

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**Project/Event:** Resolution to uphold the Order to Seal for More Than 90 Days  
**Petitioner/Representative:** HAND  
**Staff Representative:** Michael Arnold  
**Date:** 26 May 2020

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**Report:**  
07 May 2020 Drive by of Property  
12 May 2020 Sent Order to Seal

It was noted on 07 May 2020 that the garage was not sealed properly and unauthorized access could occur. There are holes in the structure and other openings that need to be sealed in a manner that prevents unauthorized access. HAND is requesting that the structure be sealed properly and that the Board uphold this resolution. This Order will apply to all structures on the property. If the house becomes unoccupied then it shall also comply with this Order to Seal.

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**Recommend**  **Approval**  **Denial by:**



**City of Bloomington  
Housing and Neighborhood Development**

08 May 2020

Charles Andrew Wenner  
c/o Ron Sherwood  
PO Box 66  
Bloomington IN 47402

**UNSAFE BUILDING  
ORDER TO SEAL**

RE: Structure(s) located at 702 S Washington St, Bloomington IN 47401  
Legal description of relevant property: 015-20110-00 Axtells Lot 10

You are the recorded owner of the aforementioned property ("Property"). A recent drive by inspection determined the Property to contain an unsafe structure(s) and revealed violations of Bloomington Municipal Code ("B.M.C.") Chapter 17.16 and Indiana Code ("I.C.") Chapter 36-7-9. Pursuant to B.M.C. Chapter 17.16 and I.C. § 36-7-9-5(a)(2), you are hereby **ORDERED** to **SEAL THE STRUCTURE(S)** at the above-referenced property within **10** days, to wit: commencing on the date of receipt of this Order to Seal. This Order expires two years from the date this Order is received.

The following actions must be taken to comply with this Order:

**Seal the structures to prevent unauthorized entry. See the document at the end of this report for proper procedure.**  
**All openings in both structures, including the holes on the south side of the garage shall be sealed in a secure manner.**

The structure referenced above is being declared unsafe in accordance with B.M.C. Chapter 17.16 and I.C. § 36-7-9-4(a) and this **ORDER TO SEAL** is being issued as a result of inspection(s) conducted by HAND on 06 May, 2020. The inspection(s) revealed that the property is:

- In an impaired structural condition that makes it unsafe to a person or property;
- A fire hazard;
- A hazard to the public health;
- A public nuisance;

- Dangerous to a person or property because of a violation of the below listed statute or ordinance concerning building condition or maintenance:  
**17.16.060(a); and/or**
- Vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of the below listed statute or ordinance:

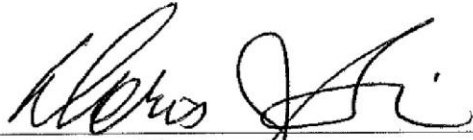
The law requires a hearing be held before this Order can go into effect. To that end, a hearing will be conducted by the City of Bloomington's ("City") Board of Public Works ("Board") at **5:30 p.m. local time on 26 May 2020**. Contact April Rosenberger of the Public Works Department for information regarding access the hearing via phone or online. You or your legal counsel may present evidence, cross-examine witnesses, and present arguments at this hearing.

Failure to comply with this Order by the deadline(s) imposed may result in the City issuing citations for violations of the B.M.C., civil penalties being assessed against you, a civil suit being filed against you, the City making the necessary repairs (either by itself or via the use of an independent third-party contractor) and placing a lien on the Property to recover costs associated with this action, and/or demolition of the Property.

You must notify the City's HAND Department within five (5) days if you transfer title, or if another person or entity agrees to take a substantial interest in the Property. This notification shall include the full name, address and telephone number of the person or entity taking title of or substantial interest in the Property. The legal instrument used in the transfer must also be supplied to the HAND Department. Failure to comply with this notification requirement may render you liable to the City if a judgment is entered for the failure of the City to provide notice to persons holding an interest in the Property.

If you have questions regarding this Order, please feel free to contact Neighborhood Compliance Officer Mike Arnold during normal business hours at the address, telephone number, and/or email herein provided:

Michael Arnold  
Neighborhood Compliance Officer  
Housing & Neighborhood Development Department (HAND)  
401 N. Morton Street/P.O. Box 100  
Bloomington, Indiana 47402  
(812) 349-3401  
arnoldm@bloomington.in.gov.



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Doris Sims, Director  
City of Bloomington  
Housing & Neighborhood Development (HAND)  
401 N. Morton Street/P.O. Box 100  
Bloomington, Indiana 47402

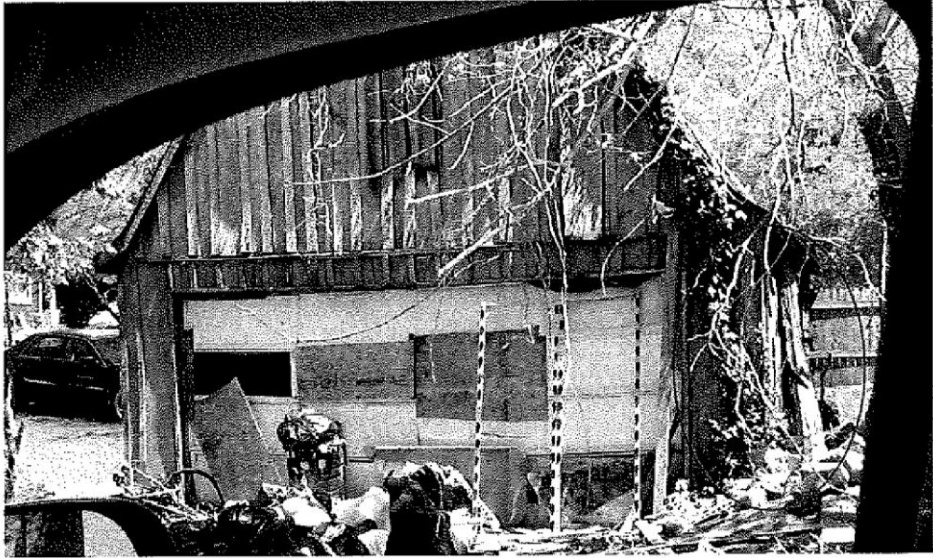


Date

702 S Washington St

006 May 2020







### **17.16.060 Uniform standards for sealing an unsafe building.**

Pursuant to Indiana Code §§ 36-7-9-5(a)(2) and 36-7-9-5(a)(8), this section hereby establishes a uniform standard for sealing an unsafe building against intrusion by unauthorized persons when such an order is issued by the housing and neighborhood development department or the board of public works:

- (a) All openings of a building shall be closed.
- (b) Openings that are more than one square foot in area and located less than twenty feet above the ground or that are accessible from a part of the building such as a fire escape or other means of access shall be secured by the following means:
  - (1) Plywood or oriented strand board, covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building and cut to the inside dimension of the exterior of the opening, shall be placed in all openings in such a way that no portion of the plywood or oriented strand board extends outside the existing frame.
    - (A) The plywood or oriented strand board shall be placed against any existing exterior window slide trim or a furring strip.
    - (B) If there is no slide trim or furring strip, an equivalent block shall be installed.
    - (C) The slide trim, furring strip or block shall be sufficient to prevent the plywood or oriented strand board from being pushed inward.
    - (D) The plywood or oriented strand board shall be affixed to the exterior frame by use of two and three-quarters-inch or longer ring nails spaced a maximum of eight inches apart.
  - (2) Where the inside dimension of the opening exceeds twenty-six square feet in area, additional exterior support shall be provided by placing continuous pieces of nominal two-inch by four-inch framing grade lumber on the outside of the plywood or oriented strand board in such a manner that every carriage bolt used in the opening passes through and joins such a piece of nominal two-inch by four-inch lumber, the plywood or oriented strand board and the interior brace.
    - (A) The round head of the bolt shall be on the outside of such pieces of nominal two-inch by four-inch lumber that gives exterior support.
    - (B) The pieces of nominal two-inch by four-inch framing grade lumber shall be covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building.
  - (3) In case of a ground level door the following method of securing shall be used:
    - (A) The door shall be placed in good repair including, but not limited to, closing any openings in the door, repairing hinges on the door and providing for an adequate closure to the opening; and
    - (B) The door shall be locked by the use of not less than two hasp locks and padlocks to be located equidistant from the top and bottom casing and each other.
    - (C) If no door exists, or if it is impractical to repair the existing door, the opening shall be secured in the manner described in this subsection, substituting, however, a piece of plywood or oriented strand board for the door. They plywood or oriented strand board shall be covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building.

- (c) Any opening that is less than one square foot in area or that is both more than twenty feet above the ground and not accessible from a part of the building shall be covered so as to prevent the entry of birds, rats or other animals and shall be made weather tight. The covering shall be painted in color similar to the exterior of the building.
- (d) The materials used to secure the openings of a building pursuant to these standards shall meet the following specifications:
  - (1) Plywood or oriented strand board: no less than one-half-inch exterior grade;
  - (2) Braces: no less than nominal two-inch by four-inch framing grade lumber; and
  - (3) Bolts: no less than three-eighths-inch carriage bolts.
- (e) The housing and neighborhood development department or board of public works may allow the use of other materials and methods of securing openings, including the use of existing doors, if it is shown that, as related to the particular circumstances, the objectives of these standards would be met by the use of such materials and methods.

(Ord. No. 14-23, § 1, 10-29-2014)

**BOARD OF PUBLIC WORKS  
RESOLUTION 2020-24  
Unsafe Order for 702 S. Washington St., Bloomington, Indiana**

WHEREAS, the City of Bloomington Housing and Neighborhood Development (“HAND”) issued an **Order To Seal** on real estate located at 702 S. Washington St., Bloomington, Indiana (the "Property") because the structure is unsafe as defined by both Indiana Code 36-7-9 and Chapter 17.16 of the Bloomington Municipal Code; and

WHEREAS, HAND issued an Order to Seal to the owner of record for the Property, and those individuals or corporations who are believed to have a substantial interest in the Property, in accordance with the rules and procedures outlined in Indiana Code 36-7-9 *et seq.* and Chapter 17.16 of the Bloomington Municipal Code; and

WHEREAS, the Board of Public Works heard testimony and reviewed evidence on this Order at its Regular Meeting of Tuesday, May 26, 2020.

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

- Affirms the Order issued by HAND on May 8, 2020.
- Rescinds the Order issued by HAND on May 8, 2020.
- Modifies the Order issued by HAND on May 8, 2020. This modification is less stringent than HAND's original Order and now requires the property owner to take the following actions:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**So Ordered this 26<sup>th</sup> day of May, 2020.**

By: \_\_\_\_\_  
Kyla Cox Deckard, President of the Board

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MONROE    )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, of the City of Bloomington Board of Public Works, who acknowledged the execution of the foregoing Resolution as a voluntary act and deed.

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

\_\_\_\_\_  
Date Commission expires

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

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

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



## Board of Public Works Staff Report

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**Project/Event:** Request to use Public Right-Of-Way by Strauser Construction Company

**Petitioner/Representative:** Strauser Construction Company/ Ryan Strauser

**Staff Representative:** Sara Gomez

**Date:** 5/26/2020

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**Report:** Strauser Construction previously requested and was granted permission by the Board of Public Works at the 8/20/2019 Board meeting to use a portion of the right of way at 115 Kirkwood Ave during construction of the One15 Lofts project. Permission was granted for the timeframe 9/2/2019 thru 11/6/2020. Due to utility relocation and financial delays the project never began. Those issues have now been resolved and Strauser Construction is requesting to use the right of way with a few updates. Phase 1 of that approval has already taken place for utility connections so the new approval request is only for Phase 2. During Phase 2 the petitioner is planning to place a 6 foot chain link fence along Kirkwood Ave and Washington St into the sidewalk and parking lanes. A protected pedestrian walk-around would be provided on both Kirkwood Ave and Washington St. The east- west and north-south alleys adjacent to the project would be closed at times as indicated on the project schedule. The north-south alley closures would be coordinated with the property owners located west of the construction site to maintain access for trash pick-up and for deliveries to those businesses. Strauser would like to use the right-of-way and have a temporary traffic plan in place from June 15<sup>th</sup> 2020 until July 23<sup>rd</sup> 2021. The petitioner understands that the meter fees of \$ \$26,810.00 will be due for the entirety of the project before the meters can be blocked off for construction use. The Memorandum of Understanding has been updated to reflect the date changes and new meter fee calculation.

**Recommendation and Supporting Justification:** Staff recognizes that the logistics of any construction in the downtown area is difficult because of limited space and appreciates the thorough maintenance of traffic plan that has been submitted. Staff recommends approval of the petitioner's request.

**Recommend**  **Approval**  **Denial** by Sara Gomez



MEMORANDUM

**TO:** Legal Department  
**FROM:** Sara Gomez  
**DATE:** 8/20/2019  
**RE:** MOU with Strauser Construction Company for use of Right of Way  
at 115 E Kirkwood Avenue During Construction of a Building

Funding Source: N/A

Total Dollar Amount of Contract: \$28,570.00 revenue from meter fees

Expiration Date of Contract: 11/6/2020

Renewal Date for Contract: N/A

Department Head Initials of Approval: Terri Porter *TP*

Due Date For Signature: 8/20/2019

Record Destruction Date (Legal Dept to fill in): 12/31/2030

Legal Department Internal Tracking #: 19-409

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY: Jackie Moore

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE: Sara Gomez

**Summary of Contract:**

Strauser Construction Company intends to construct a building at 115 E Kirkwood Avenue and need approval to use right of way and metered parking spaces during the construction. The MOU is in effect until November 6, 2020, and meter fees of \$28,570.00 will be paid to the City before construction begins.



## Board of Public Works Staff Report

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**Project/Event:** Request to use Public Right-Of-Way by Strauser Construction Company

**Petitioner/Representative:** Strauser Construction Company/ Ryan Strauser

**Staff Representative:** Sara Gomez, Public Improvements Manager

**Date:** 8/20/2019

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**Report:** Strauser has been contracted to construct a new building at 115 E Kirkwood Avenue. In order to work on the project, Strauser will need to use the public right-of-way for staging, equipment placement, and utility installations. The utility installations would be at the beginning of the project indicated as Phase 1 on the MOT plan. During that phase there would be a one lane closure westbound. During Phase 2 the petitioner is planning to place a 6 foot chain link fence along Kirkwood Ave and Washington St into the sidewalk and parking lanes. A protected pedestrian walk-around would be provided on both Kirkwood Ave and Washinton St. The east-west and north-south alleys adjacent to the project would be closed at times as indicated on the project schedule. The north-south alley closures would be coordinated with the property owners located west of the construction site to maintain access for trash pick-up and for deliveries to those businesses. Strauser would like to use the right-of-way and have a temporary traffic plan in place from September 2<sup>nd</sup> until November 6<sup>th</sup> 2020. The petitioner understands that the meter fees of \$28,570.00 will be due for the entirety of the project before the meters can be blocked off for construction use.

**Recommendation and Supporting Justification:** Staff recognizes that the logistics of any construction in the downtown area is difficult because of limited space and appreciates the thorough maintenance of traffic plan that has been submitted. Staff recommends approval of the petitioner's request.

**Recommend**  **Approval**  **Denial** by Sara Gomez

Memorandum of Understanding  
Between  
City of Bloomington Planning and Transportation Department  
And  
Strauser Construction Company, Inc.

This Memorandum of Understanding (MOU) between the City of Bloomington Planning and Transportation Department, (hereafter "Planning and Transportation") and Strauser Construction Company, Inc., (hereafter "Strauser") outlines the binding conditions placed upon and agreed to by Strauser, in exchange for use by Strauser, its agents and subcontractors, of certain public right of way during the construction of a building at 115 East Kirkwood Avenue in Bloomington, Indiana (hereinafter the "Construction Site").

1. This MOU shall cover the time period from September 2, 2019, through November 6, 2020, inclusive.
2. Planning and Transportation shall allow Strauser to block and restrict from general public usage the space along the east side of Washington Street and the north side of Kirkwood Ave and directly adjacent to the Construction Site as depicted in Exhibit "A".
3. Strauser, shall coordinate the placement of any and all construction notification and detour signage with Planning and Transportation including both vehicular and pedestrian signage.
4. Strauser shall install and maintain, to the satisfaction of Planning and Transportation, all signage associated with providing notice to the public of restrictions on right of way usage. Such signage shall reflect the form and content specified by the Manual on Uniform Traffic Control Devices and must be approved by Planning and Transportation. In the event any pedestrian route must be modified to accommodate this Construction Site, Strauser, shall install and maintain any temporary pedestrian route in accordance with the Draft Public Right of Way Accessibility Guidelines (PROWAG) and must be approved by Planning and Transportation.
5. Strauser shall coordinate the removal and replacement of all permanent signage at, or adjoining, the Construction Site through the City of Bloomington Street Department at all requested points for permanent signage replacement, which will be performed by Strauser.
6. Strauser, shall be responsible for repairing and restoring the adjoining right of way and all improvements to the reasonable satisfaction of the Department of Public Works as soon as practicably possible. Strauser shall restore such right of way and improvements to as good a condition as they were in immediately prior to the commencement of the work described in this MOU. The City waives no right to make claims for any damages

incurred as a result of work described in this MOU and performed by Strauser, their employees, agents, contractors and subcontractors.

7. Strauser, shall also be financially responsible to City of Bloomington Utilities for any damage done to any City of Bloomington Utilities facility. In the event damage occurs during this project, repairs shall either be performed by or approved by City of Bloomington Utilities.
8. The City shall have the right to avail itself of any legal action and remedy as necessary to maintain the free flow of traffic along the streets in the Construction Site area.
9. Nothing in this MOU shall be construed to prohibit the City of Bloomington from issuing any Stop Work Orders during construction on this project, in addition to any remedy or action spelled out in this MOU or available under law.
10. Should any part of this MOU be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the MOU is still served.
11. Strauser, agrees to release, forever discharge, hold harmless and indemnify the City of Bloomington, Indiana, its departments, its Board of Public Works and its employees, officers and agents, its successors and assigns from any and all claims or causes of action that may arise from personal injury, property damage, and/or any other type of claim which may occur as a result of Strauser's use of the described right of way, whether such claims may be brought by the City of Bloomington or by any third party.
12. Strauser shall pay, in advance, for any and all meter fees associated with the closure of the four (4) adjoining parking spaces at a rate of twenty dollars (\$20) per day per meter with an administrative fee of ten dollars (\$10). Strauser has requested a fifty-two (52) week term for its use of City right of way adjacent to the Construction Site. Calculating a six (6) day work week and deducting for holidays, the meter fees for the term of this MOU, beginning September 2, 2019 and ending November 6, 2020 are Twenty-eight Thousand Five Hundred and Seventy Dollars and Zero Cents (\$28,570.00).
13. In the event Strauser has not completed its work at the Construction Site by November 6, 2020, Strauser shall incur and agrees to pay meter fees of Eighty Dollars and Zero Cents (\$80.00) per day for each working day after November 6, 2020 that Strauser continues to use public right of way at the Construction Site.



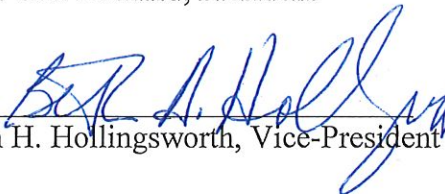
14. Prior to beginning work, Strauser, shall provide Planning and Transportation with a phone contact list for their supervisory personnel and for their sub-contractors.
15. Strauser, shall make its on-site supervisory personnel available for bi-weekly meetings with Planning and Transportation staff for progress updates.
16. Ryan Strauser, Co-Owner of Strauser, agrees by signing that he has full power by proper action to enter into this MOU and has the authority to do so.

**Board of Public Works**

**Strauser Construction Company, Inc.**

By:   
 Kyla Cox Deckard, President

By:   
 Ryan Strauser, Co-Owner

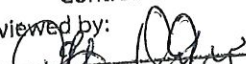
By:   
 Beth H. Hollingsworth, Vice-President

Date: 9/3/2019

By: \_\_\_\_\_  
 Dana Palazzo, Secretary

Date: 8/20/19

**CITY OF BLOOMINGTON**  
 Legal Department  
 Reviewed By: Jackie Moore  
 DATE: 8-15-19

**CITY OF BLOOMINGTON**  
 Controller  
 Reviewed by:   
 DATE: 8/15/19  
 FUND/ACCT: WPA Revenue

**First Amendment to** Memorandum of Understanding  
Between  
City of Bloomington Planning and Transportation Department  
And  
Strauser Construction Company, Inc.

This Memorandum of Understanding (MOU) between the City of Bloomington Planning and Transportation Department, (hereafter “Planning and Transportation”) and Strauser Construction Company, Inc., (hereafter “Strauser”) outlines the binding conditions placed upon and agreed to by Strauser, in exchange for use by Strauser, its agents and subcontractors, of certain public right of way during the construction of a building at 115 East Kirkwood Avenue in Bloomington, Indiana (hereinafter the “Construction Site”).

1. This First Amendment to the MOU shall cover the time period from **June 15<sup>th</sup>, 2020, through July 23<sup>rd</sup>, 2021**, inclusive.
2. Planning and Transportation shall allow Strauser to block and restrict from general public usage the space along the east side of Washington Street and the north side of Kirkwood Ave and directly adjacent to the Construction Site as depicted in Exhibit “A”.
3. Strauser, shall coordinate the placement of any and all construction notification and detour signage with Planning and Transportation including both vehicular and pedestrian signage.
4. Strauser shall install and maintain, to the satisfaction of Planning and Transportation, all signage associated with providing notice to the public of restrictions on right of way usage. Such signage shall reflect the form and content specified by the Manual on Uniform Traffic Control Devices and must be approved by Planning and Transportation. In the event any pedestrian route must be modified to accommodate this Construction Site, Strauser, shall install and maintain any temporary pedestrian route in accordance with the Draft Public Right of Way Accessibility Guidelines (PROWAG) and must be approved by Planning and Transportation.
5. Strauser shall coordinate the removal and replacement of all permanent signage at, or adjoining, the Construction Site through the City of Bloomington Street Department at all requested points for permanent signage replacement, which will be performed by Strauser.
6. Strauser, shall be responsible for repairing and restoring the adjoining right of way and all improvements to the reasonable satisfaction of the Department of Public Works as soon as practicably possible. Strauser shall restore such right of way and improvements to as good a condition as they were in immediately prior to the commencement of the work described in this MOU. The City waives no right to make claims for any damages

incurred as a result of work described in this MOU and performed by Strauser, their employees, agents, contractors and subcontractors.

7. Strauser, shall also be financially responsible to City of Bloomington Utilities for any damage done to any City of Bloomington Utilities facility. In the event damage occurs during this project, repairs shall either be performed by or approved by City of Bloomington Utilities.
8. The City shall have the right to avail itself of any legal action and remedy as necessary to maintain the free flow of traffic along the streets in the Construction Site area.
9. Nothing in this MOU shall be construed to prohibit the City of Bloomington from issuing any Stop Work Orders during construction on this project, **or from making any modification to the terms of this MOU**, in addition to any remedy or action spelled out in this MOU or available under law.
10. Should any part of this MOU be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the MOU is still served.
11. Strauser, agrees to release, forever discharge, hold harmless and indemnify the City of Bloomington, Indiana, its departments, its Board of Public Works and its employees, officers and agents, its successors and assigns from any and all claims or causes of action that may arise from personal injury, property damage, and/or any other type of claim which may occur as a result of Strauser's use of the described right of way, whether such claims may be brought by the City of Bloomington or by any third party.
12. Strauser shall pay, in advance, for any and all meter fees associated with the closure of the four (4) adjoining parking spaces at a rate of twenty dollars (\$20) per day per meter with an administrative fee of ten dollars (\$10). Strauser has requested a **fifty-eight (58)** week term for its use of City right of way adjacent to the Construction Site. Calculating a six (6) day work week and deducting for holidays, the meter fees for the term of this **amended** MOU, beginning **June 15, 2020 and ending July 23, 2021** are **Twenty-Six Thousand, Eight Hundred Ten Dollars and Zero Cents (\$26,810.00)**.
13. In the event Strauser has not completed its work at the Construction Site by **July 23, 2021**, Strauser shall incur and agrees to pay meter fees of Eighty Dollars and Zero Cents (\$80.00) per day for each working day after **July 23, 2021** that Strauser continues to use public right of way at the Construction Site.

14. Prior to beginning work, Strauser, shall provide Planning and Transportation with a phone contact list for their supervisory personnel and for their sub-contractors.
15. Strauser, shall make its on-site supervisory personnel available for bi-weekly meetings with Planning and Transportation staff for progress updates.
16. Ryan Strauser, Co-Owner of Strauser, agrees by signing that he has full power by proper action to enter into this MOU and has the authority to do so.

**Board of Public Works**

**Strauser Construction Company, Inc.**

By: \_\_\_\_\_  
Kyla Cox Deckard, President

By: \_\_\_\_\_  
Ryan Strauser, Co-Owner

By: \_\_\_\_\_  
Beth H. Hollingsworth, Vice-President

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Dana Palazzo, Secretary

Date: \_\_\_\_\_

May 16, 2020

**City of Bloomington - Board of Public Works**

401 N. Morton Street  
Bloomington, IN 47404

**RE: One15 – Lofts on Kirkwood Project**  
*Lane, Sidewalk, Parking & Alley Restriction Request*

Dear Board Members:

Since fall of 2019 when we were last heard by the Board, the One15 Kirkwood project has been working through several logistical items that put the start of construction on hold. At this time, the project is once again moving forward with the details construction and the project remaining the same as previously presented.

Strauser Construction Co., Inc. is planning a project on Kirkwood Avenue that consists of the construction of a new 4-story building located in the currently vacant parking lot adjacent (west) of the existing CVS Pharmacy building located at the corner Kirkwood Ave. and Washington Streets. The building will consist of ground level retail, covered parking for residents, and 3 levels of Owner-occupied condominiums.

As part of the project, Strauser Construction Co., Inc. is requesting closures of parking spots and alleys, as well as restrictions to sidewalks and traffic lanes. These requests are vital and required to be able to construct the structure as well as connect the new building to the existing City utility infrastructure.

An outline of the request with logistics detailed in the attached MOT plan are as follows:

- 1) There would be a walk-around established on both Kirkwood Avenue and Washington Streets for approximately 85% of the project duration. This is needed to establish a perimeter for construction to be installed, as well as provide a barrier between the construction site and the general public.
- 2) During the time the walk-around is in place there will be the need to shut down (1) metered parking spot along Kirkwood Ave. and (3) metered spots on Washington Street.
- 3) The new building structure is being built to the property line on both the north and west sides of the site, which adjoins the alleys and will require alley closures. During the course of the construction Strauser will be making all efforts to stage construction to leave one of the alleys open when possible, based on current project site conditions at the time. However, it should be noted that even during periods when an alley adjacent the project is open, there will most likely be some restrictions during the work day as construction proceeds.

During the course of this project Strauser Construction Co., Inc. is dedicated to working with and coordinating with the City of Bloomington, City of Bloomington Utilities, City Law Enforcement and City Transit Providers to assure that all restrictions and closure information is well communicated and planned in advance. Based on this and the attached information, Strauser Construction Co., Inc. request that the Board of Public works approves the restrictions and closures requested that occur between June 15, 2020 and July 23, 2021. If there are any questions please feel free to contact me.

Sincerely,

**Ryan M. Strauser**  
RA, AIA, LEED AP

**Strauser Construction Co., Inc.**  
4213 E. 3<sup>rd</sup> Street  
Bloomington, IN 47401



City of Bloomington  
Parking Enforcement Department

**Contractor/Construction Parking Permit Application**

In accordance with Bloomington Municipal Code § 15.32.180, upon approval of application, the permit shall allow for parking temporarily on a street to any person who, in the ordinary course of trade or business, is engaged in the construction, reconstruction, remodeling, servicing, maintenance or repair of buildings or other structures. A separate permit shall be required for each parking space needed for any vehicle, equipment, or staging.


The cost for a Contractor/Construction Parking Permit ("Permit") shall be the greater of the hourly parking rate or \$20 per vehicle parking space per hour of reservation. An additional \$10.00 administrative fee shall be levied for the processing of each approved application.

**BUSINESS INFORMATION**

|  |   |
|--|---|
| Business Name: <b>STRAUSER CONSTRUCTION CO., INC.</b>  | Contact Person: <b>RYAN STRAUSER</b>  |
| Address: <b>453 S. CLARIZZ BLVD.</b>   |   |
| City: <b>BLOOMINGTON</b>   | State: <b>IN</b> Zip Code: <b>47401</b>   |
| Phone: <b>812-336-3608</b>   | Email: <b>rmstrawser@strawsercci.com</b>  |
| Number of Spaces Requested: <b>4</b>   |   |
| Nature of Request: <b>USE OF SPACES DURING CONSTRUCTION OF 115 KIRKWOOD PROJECT</b>  |   |
| Block & Street Address: <b>N. WASHINGTON / E. 5TH</b>  |   |
| Meter Number(s) Requested:<br>(Please attached additional pages if needed)<br><b>101.5A - N. WASHINGTON</b><br><b>101 A - N. WASHINGTON</b><br><b>101 B - N. WASHINGTON</b><br><b>105 B - E. 5TH</b> | Date(s) & Time(s) Needed:<br><b>JUNE 15, 2020 - JULY 23, 2021</b><br><b>* 24 HOUR</b> |

## DECLARATION

I declare, under penalty for perjury, that the above information is true and correct. I understand that if this information is found to be fraudulent, the Permit issued in association with this statement shall be revoked. I further declare, under penalty for perjury, that any Permit issued as a result of this application shall only be used during the approved time frame.

  
Signature of Applicant

5/18/2020  
Date

All Permit applications for requests which are less than 14 days must be submitted at least 3 business days in advance of the requested start date.

The Board of Public Works will review this application and render a decision at the next available Board Meeting from the date the application is filed for all permit application requests which are 14 days or longer.

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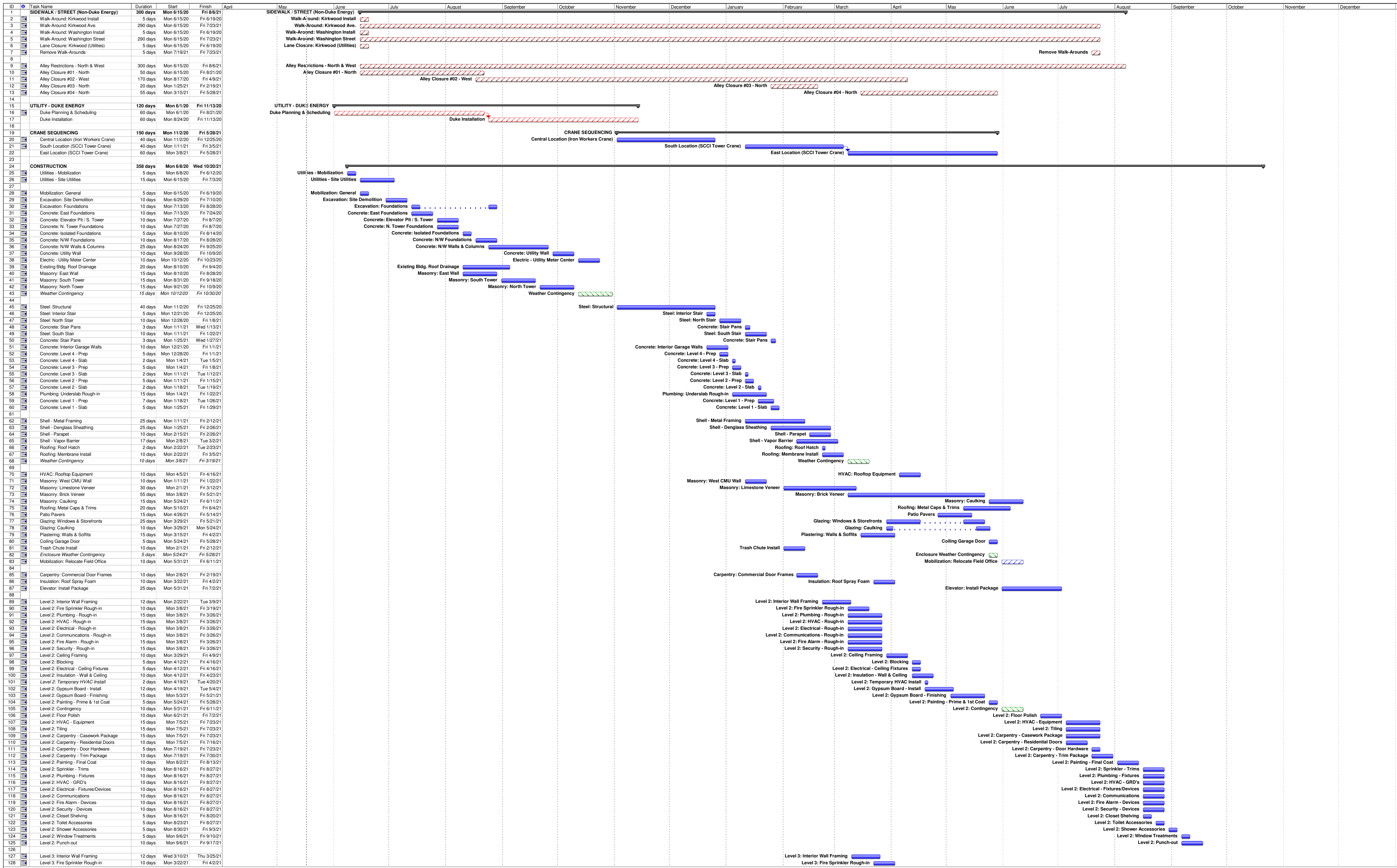
Does this request include any additional use of right-of-way and/or excavation in the right-of-way?

- Yes  
 No

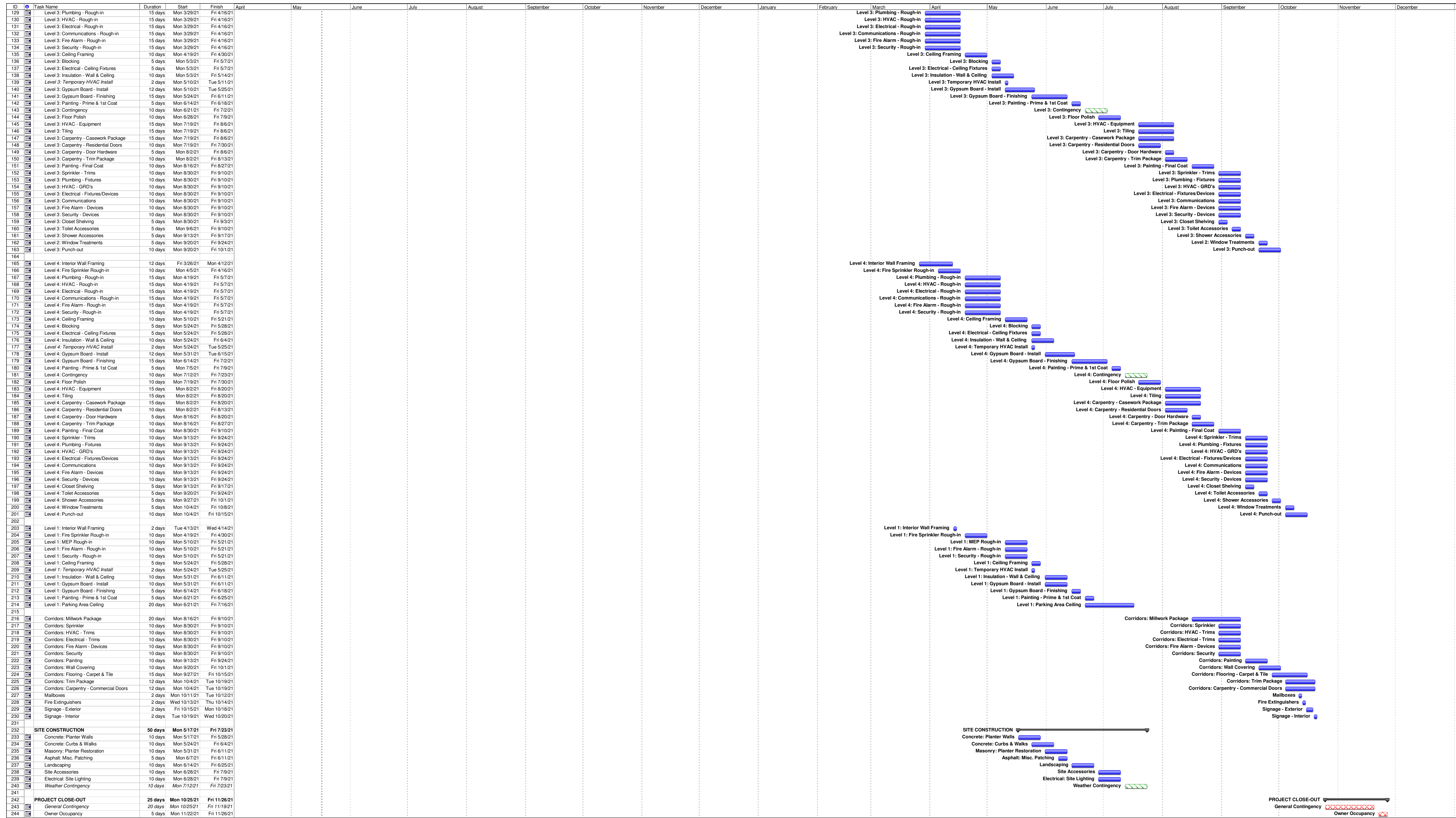
If the work associated with this request includes excavation in the right-of-way or any additional use of the right of way, additional permissions will be required from the Planning and Transportation Department.

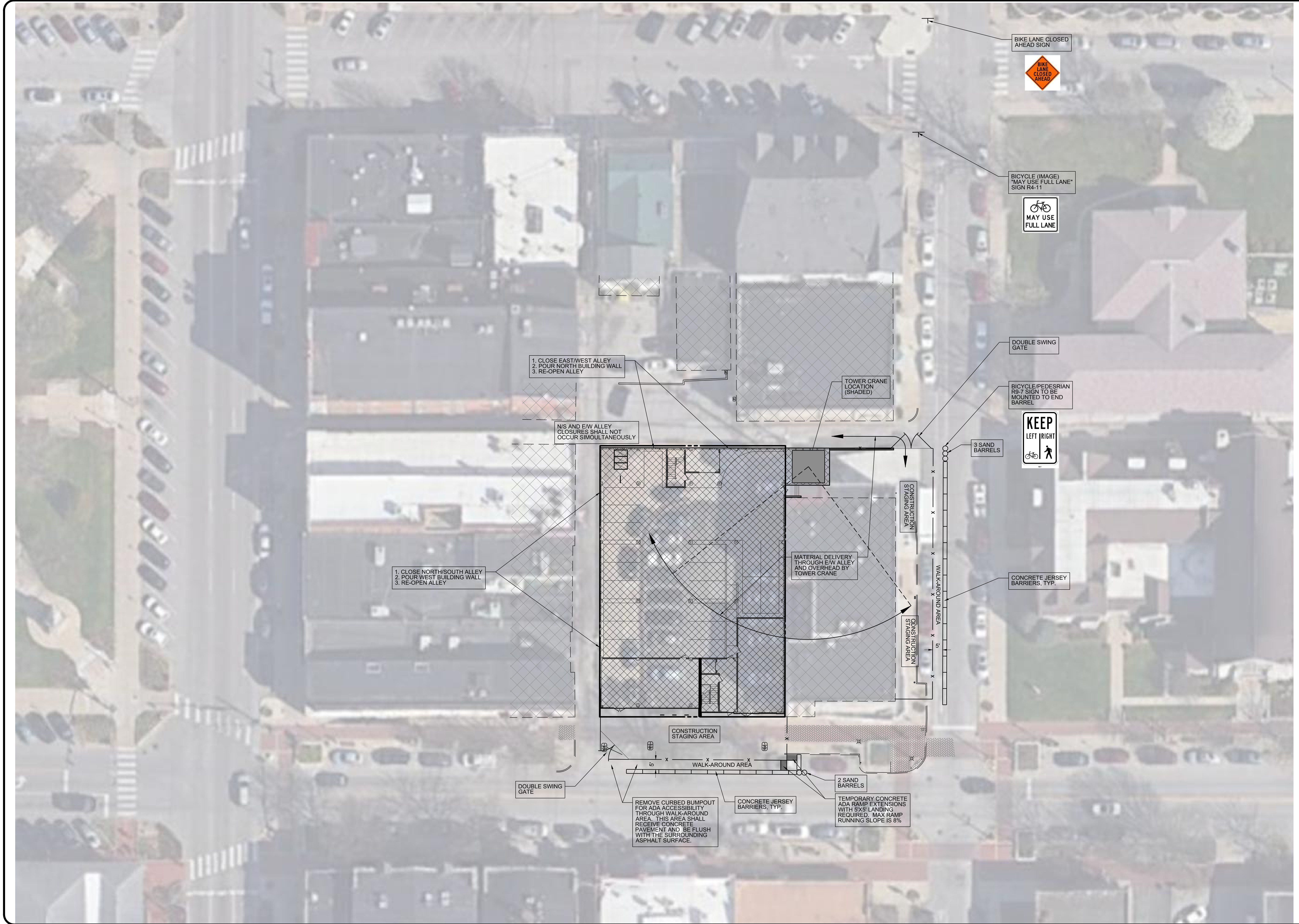
### *Total Due*

|                    |                    |
|--------------------|--------------------|
| Administrative Fee | \$10.00            |
| Cost of Meters     | \$26,800.00        |
| <b>Total Due</b>   | <b>\$26,810.00</b> |









revisions:

SCALE: 1"=20'

ARCHITECTURE  
CIVIL ENGINEERING  
PLANNING

BYNUM FANYO & ASSOCIATES, INC.  
528 north walnut street  
(812) 332-8030

bloomington, indiana  
(812) 339-2990 (Fax)

certified by:

**PROPOSED  
ONE15 - LOFTS ON KIRKWOOD  
CONDOMINIUMS & RETAIL**  
115 E. KIRKWOOD AVE.  
BLOOMINGTON, INDIANA 47408

title: PHASE II -  
MAINTENANCE OF  
TRAFFIC PLAN

designed by: JBT  
drawn by: JBT  
checked by: JSF  
sheet no: C502  
project no.: 401713



## Board of Public Works Staff Report

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**Project/Event:** Request approval of Resolution for the encroachment of a dumpster enclosure

**Staff Representative:** Sara Gomez

**Petitioner/Representative:** High & Fine, LLC, David Moore/ Marc Cornett

**Date:** 5/26/2020

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**Report:** High & Fine, LLC is requesting the installation of a dumpster enclosure in the right of way at 614 E 2<sup>nd</sup> Street. The property owner will be updating the building and as part of that will need to meet planning requirements by installing a dumpster enclosure. There aren't other options available on the private property to place the enclosure. The trash enclosure will encroach into the right-of-way of the adjacent north-south platted alley, and therefore the new property owner has requested an encroachment resolution to receive the permission of the Board of Public Works to utilize this portion of right-of-way and to detail the agreement.

The property to the east has an ingress/egress and utility easement that leads to the east/west alley south of the property so the trash enclosure does not impede pedestrian or vehicular traffic. The petitioner understands that if the City ever needs to make improvements in the alley, including access to the adjacent City of Bloomington Utility infrastructure, the trash enclosure will need to be moved at the owner's expense.

**Recommendation:** Staff recommends the approval of the encroachment resolution.

**Recommend**  **Approval**  **Denial** by Sara Gomez

May 3, 2019

Board of Public Works  
401 N. Morton St.  
Bloomington, IN 47403

RE: Encroachment Items

The ELM Restaurant Site  
614 E. Second St.  
Bloomington, IN

Board Members,

Below is a description of the items of encroachment that have been indicated on the attached site plan (Sheet A-1) and partial enlarged site plan and elevation (Sheet A-2) as being located in the public right of way.

1. Dumpster Enclosure

We are proposing the re-use of a raised concrete curbed area for use as a pad for a new dumpster enclosure. The re-development of the existing building and site as a new restaurant requires a dumpster enclosure and the owner is proposing a 10' x 18' enclosure. The enclosure would be located in the existing 12' alley ROW on the west side of the existing building/site. The proposed location is in an existing parking lot between a site sidewalk and parking drive aisle, see drawings. The dumpster enclosure will be attached to the surface of the existing concrete pad and can be removed if needed in the future.

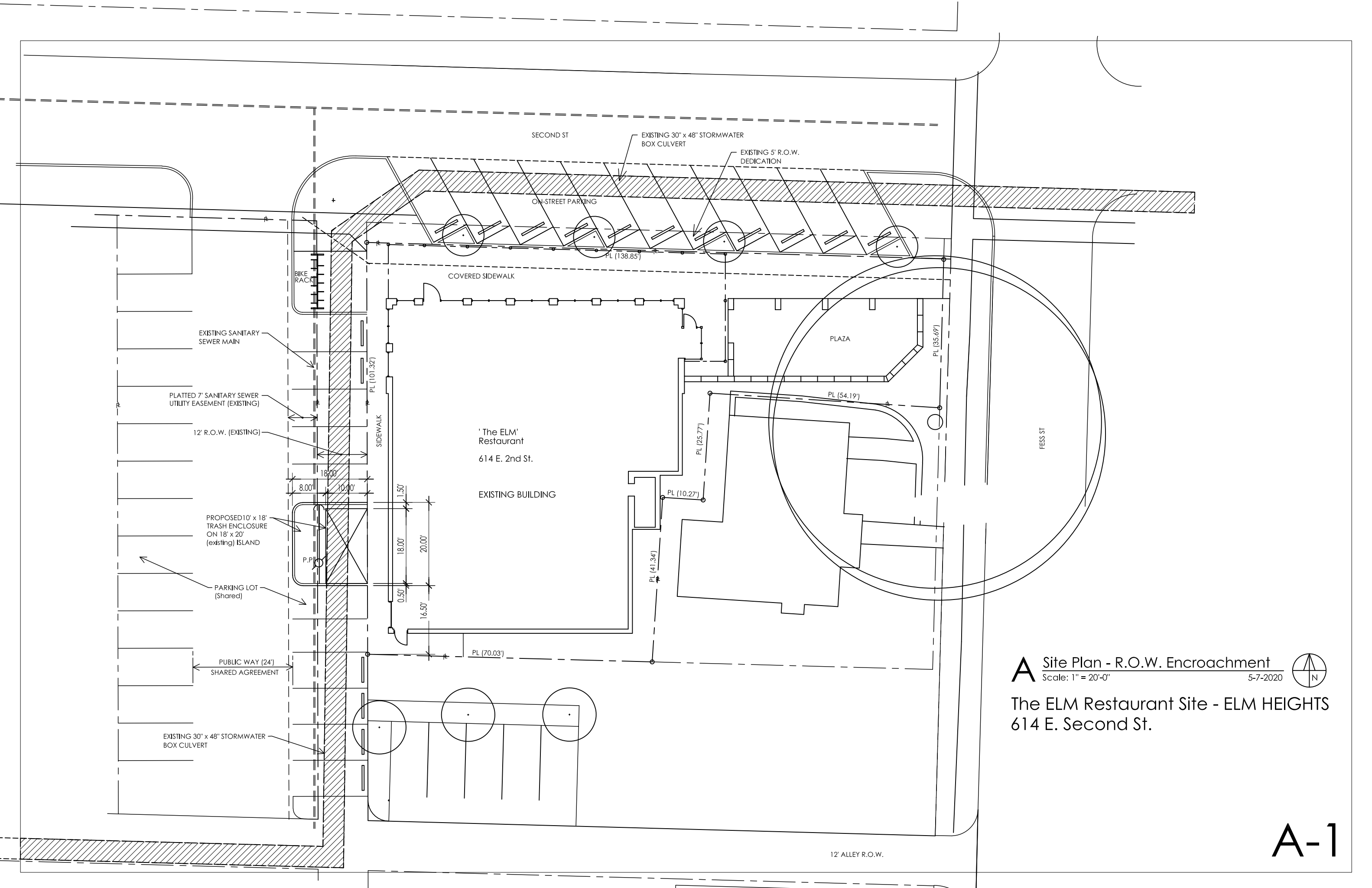
Attached please find a partial utility plan illustrating the above referenced encroachments. Please feel free to contact me if you have any questions or comments about any of the above items.

Sincerely,



Marc H. Cornett

Marc Cornett, Architect



EXISTING SANITARY SEWER MAIN

PLATTED 7' SANITARY SEWER UTILITY EASEMENT (EXISTING)

12' R.O.W. (EXISTING)

PROPOSED 10' x 18' TRASH ENCLOSURE ON 18' x 20' (existing) ISLAND

PARKING LOT (Shared)

PUBLIC WAY (24') SHARED AGREEMENT

EXISTING 30" x 48" STORMWATER BOX CULVERT

SECOND ST

EXISTING 30" x 48" STORMWATER BOX CULVERT

EXISTING 5' R.O.W. DEDICATION

ON-STREET PARKING

COVERED SIDEWALK

PLAZA

'The ELM' Restaurant  
614 E. 2nd St.

EXISTING BUILDING

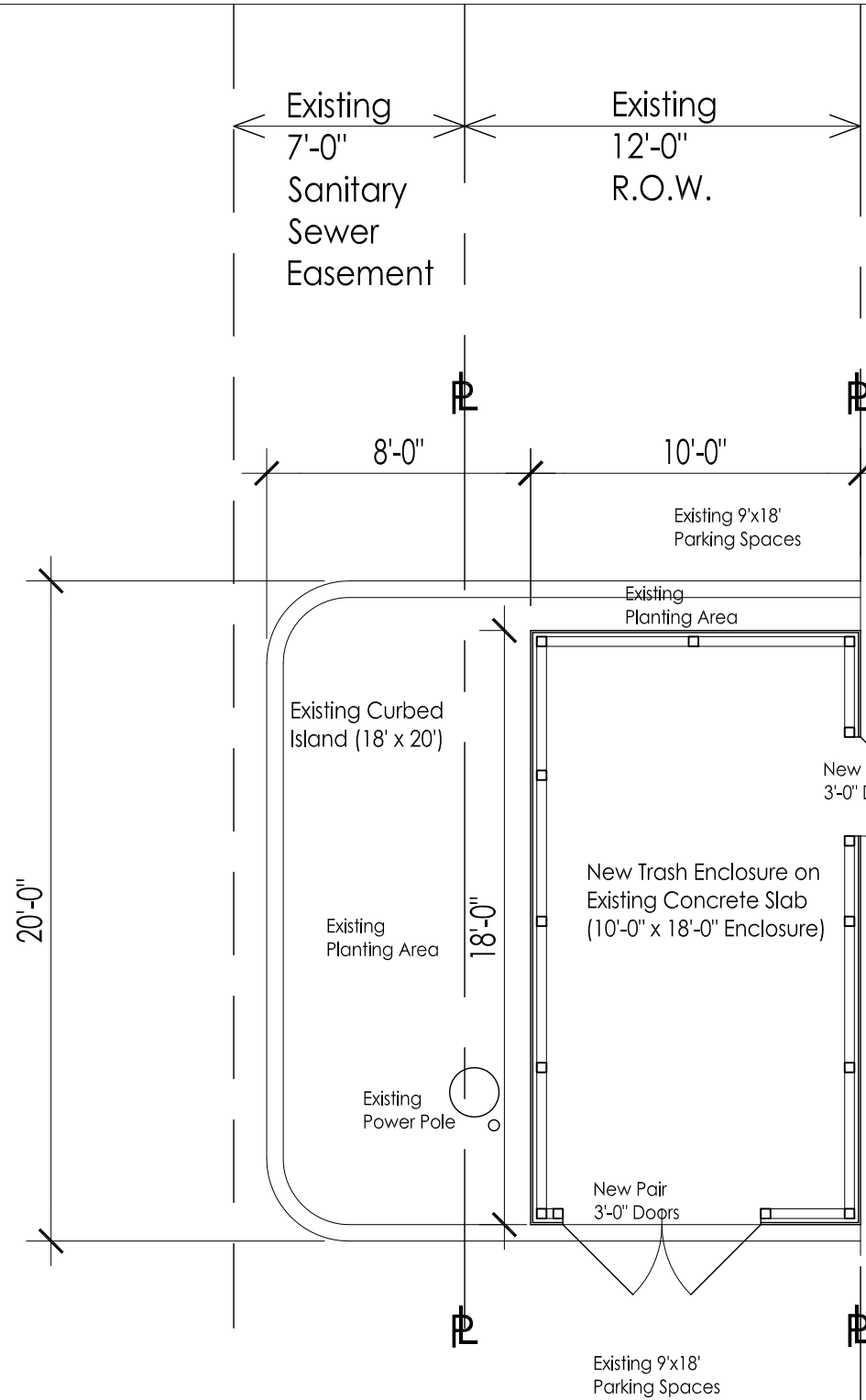
**A** Site Plan - R.O.W. Encroachment  
Scale: 1" = 20'-0"

5-7-2020

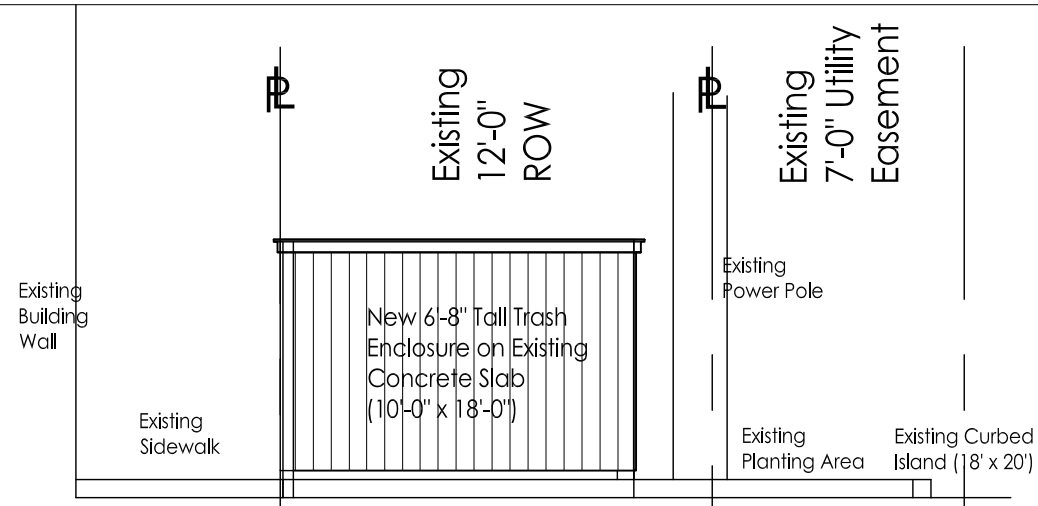
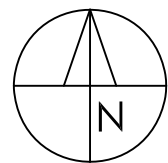


The ELM Restaurant Site - ELM HEIGHTS  
614 E. Second St.

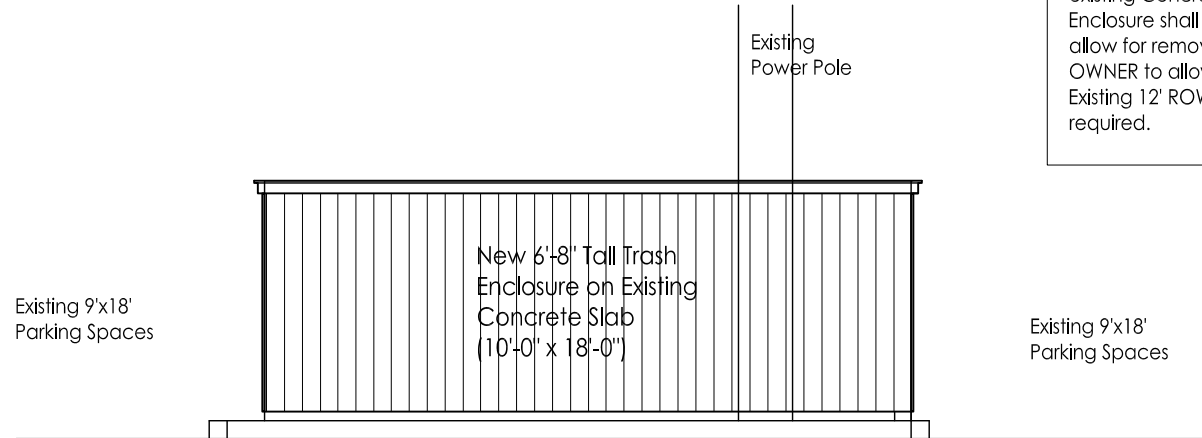
**A-1**



**A** Enlarged Partial Site Plan



**B** North Elevation



**C** West Elevation

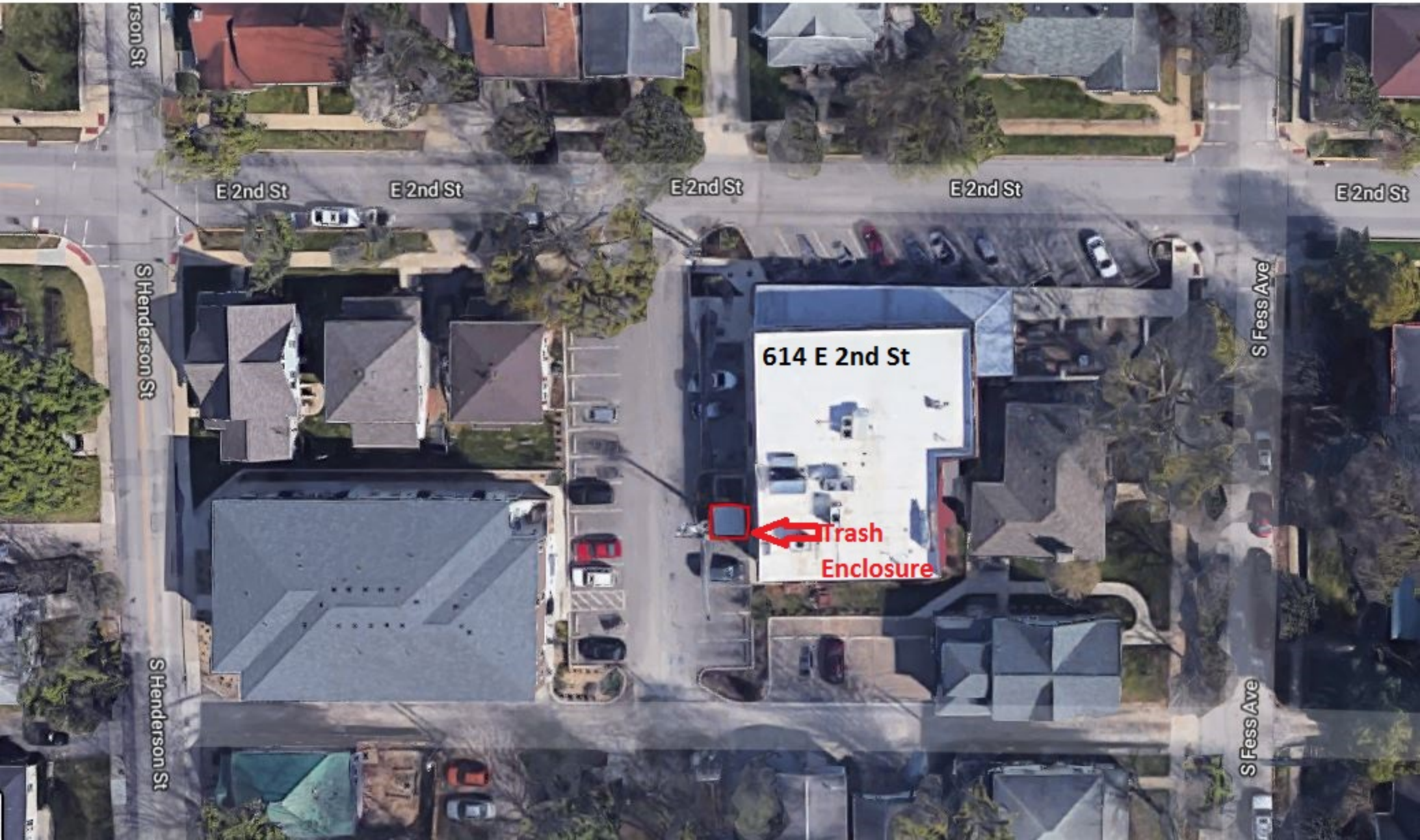
New Trash Enclosure to be constructed on the existing Concrete Slab Footprint. Trash Enclosure shall be constructed in such a way to allow for removal and reinstallation by the OWNER to allow for repairs to be made in the Existing 12' ROW by/for Public Utilities as required.

**Trash Enclosure - R.O.W. Encroachment**

Scale: 3/16" = 1'-0"

5-7-2020

The ELM Restaurant Site - ELM HEIGHTS  
614 E. Second St.



rson St

E 2nd St

E 2nd St

E 2nd St

E 2nd St

E 2nd St

S Henderson St

S Fess Ave

S Fess Ave

S Henderson St

614 E 2nd St

Trash  
Enclosure

**BOARD OF PUBLIC WORKS  
RESOLUTION 2020-25**

**Right of Way Encroachment at 614 E 2<sup>nd</sup> St**

**WHEREAS**, High & Fine, LLC, is the Owner of a building commonly known as 614 E 2<sup>nd</sup> St, Bloomington, Monroe County, Indiana (“Owner”), which real estate is more particularly described in a deed recorded as instrument number 2017006624 in the Office of the Recorder of Monroe County; and

**WHEREAS**, the building on the Real Estate has remained in existence in its current location since construction; and

**WHEREAS**, a trash enclosure has been proposed to be built and encroach into the right-of-way as depicted in Exhibit A and Exhibit B, attached hereto and incorporated herein; and

**WHEREAS**, there is a utility and ingress/egress easement adjacent to the alley of the proposed trash enclosure such that the enclosure will not impede vehicle/pedestrian access to the east-west alley south of the property; and

**WHEREAS**, the property owner agrees and understands that the trash enclosure will be required to be moved (at owner’s expense) should the sidewalk be extended beyond the trash enclosure; and

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

**WHEREAS**, although the Board of Public Works is authorized pursuant to Indiana Code § 36-9-6-15 to order the removal of any structure in a public place of the City, the City is willing to allow Owner and its successor(s) to encroach onto the portion of the City’s right of way as described above;

**NOW, THEREFORE, BE IT RESOLVED:**

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

1. Owner agrees for itself and its successor(s) in interest to release



and forever discharge, hold harmless and indemnify the City of Bloomington, its departments, officers, agents, employees and assigns for any and all claims, actions, losses or injuries, including reasonable attorney's fees, that may arise as a result of Owner's use of the right of way. In case any claim or action is brought against the City of Bloomington or any of its officers or agents, for the failure, omission or neglect of the Owner or its successor(s) to perform any of the covenants of this Resolution, or for injury or damage caused by alleged negligence of Owner or its agents, subcontractors, employees or successor(s), the Owner or its successor(s) shall indemnify and hold harmless the City and its officers, agents and assigns from any and all losses, damages, costs (including attorney's fees) or judgments arising out of such claim or action.

2. Owner agrees that no further structural encroachment may be made onto the right of way without first obtaining the Board of Public Works' approval for the additional encroachment.

3. In the event the Owner sells the property during the term of this Resolution, this Resolution shall continue under the original conditions and be binding on the successor(s).

4. Owner agrees that if Encroachment on the Real Estate is removed for any reason, no structure may be rebuilt or placed in the right of way.

5. If at any time it is determined that the street or sidewalk should be improved to better serve the public or other public improvements need to be made in the right of way including, but not limited to, City Utilities water and wastewater infrastructure, and the encroaching improvements interfere with the planned public improvements, the City shall provide notice to Owner for removal of the Encroachment. The City shall provide said notice to Owner as far in advance as possible of the date the City requires access to the right of way.

6. Notice shall be given by the City to High & Fine, LLC at the address of its then current registered agent, by United States Certified Mail or recognized national overnight delivery carrier.

7. Upon receipt of said notice and prior to the date set forth in the notice, the Owner or its successor(s) shall remove the encroachment(s) described herein. This removal shall be performed at the Owner's expense and without compensation by the City.

8. This Resolution is not intended to relieve Owner or its successor(s) of any provisions of any applicable zoning or other ordinance or statute that may apply to the property.

9. By executing this Resolution on behalf of the Owner, David Moore represents and certifies that he has been fully empowered to execute this Resolution and

that all necessary corporate action for the execution of this Resolution has been taken and done.

10. This Resolution shall be effective upon the following: (a) passage by the Board of Public Works; (b) written acceptance by the Owner; and (c) the return of a copy of the recorded Resolution, which must include the Recorder's file information, to the Department of Public Works.

**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS**

**High & Fine, LLC**

By: \_\_\_\_\_  
Kyla Cox Deckard, President

By: \_\_\_\_\_  
David Moore, Member

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Dana Palazzo, Secretary

Date: \_\_\_\_\_

STATE OF INDIANA        )  
  )        SS:  
COUNTY OF MONROE    )

Before me, a Notary Public in and for said County and State, personally appeared Kyla Cox Deckard, Beth H. Hollingsworth, and Dana Palazzo, members of the City of Bloomington Board of Public Works, who acknowledged the execution of the foregoing Resolution as their voluntary act and deed.

WITNESS, my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

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

Resident of \_\_\_\_\_ County

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

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

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

Before me, a Notary Public in and for said County and State, personally appeared David Moore, Member of High & Fine, LLC, who acknowledged the execution of the foregoing Resolution as his voluntary act and deed.

WITNESS, my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

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

Resident of \_\_\_\_\_ County

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

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

I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Jacquelyn F. Moore

This instrument was prepared by Jacquelyn F. Moore, Attorney at Law, City of Bloomington, P. O. Box 100, Bloomington, Indiana.



## Board of Public Works Staff Report

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**Project/Event:** Request from Duke Energy to fully close N Walnut St from E 6<sup>th</sup> St to E 7<sup>th</sup> St for 15 minutes

**Staff Representative:** Paul Kehrberg

**Petitioner/Representative:** Seth Ferguson, Duke Energy

**Date:** May 26, 2020

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**Report:** Duke is requesting a temporary full street closure on N Walnut St from E 6<sup>th</sup> St to E 7<sup>th</sup> St. The closure will be for 15 minutes at noon on June 2<sup>nd</sup>. June 3<sup>rd</sup> and 4<sup>th</sup> will serve as backup dates. The closure is to accommodate the installation of new overhead secondary lines across N Walnut St. The sidewalks will also be closed during this time. Access will be maintained to businesses from the north and south.

Duke is also requesting a full day closure of the east lane of N Walnut St. The sidewalk on the eastside will be closed, but access will be maintained to businesses from the north and south.

Duke has sent notices to property owners about the BPW meeting and scope of their work. They will also coordinate with emergency services about the details of the closure. The maintenance of traffic plan will consist of advanced warning signs and flaggers. They will possibly use off duty police officers to block the street.

**Recommendation and Supporting Justification:** Staff has reviewed the request and recommends granting permission to Duke for the temporary closure.

**Recommend**  **Approval**  **Denial by** *Paul Kehrberg*



May 20, 2020

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

Re: Temporary road and lane closure on N Walnut St

Dear Board Members:

Duke Energy is respectfully requesting a temporary complete road & sidewalk closure of N Walnut St between 6<sup>th</sup> and 7<sup>th</sup> St. from 12:00 PM to 12:15 PM. Parking will not be affected except for the 15 minute closure. Duke is also requesting the East lane and East sidewalk be closed for most of the work day. Duke will be doing work for the customer at 205 Walnut St N. The work consists of upgrading a transformer and overhead secondary lines that run across Walnut to serve the customers new services. Duke is requesting the closure be done on June 2, 2020. However, Dukes work is always weather permitting. Because of this, Duke would also like to have the backup dates of June 3<sup>rd</sup> and 4<sup>th</sup>.

Duke will notify all adjacent businesses of the road closure request and of the BPW meeting. Therefore, Duke respectfully requests that the Board of Public Works approves the closures referenced above with the initial date of June 2<sup>nd</sup> and the back up dates of the 3<sup>rd</sup> and 4<sup>th</sup>.

Sincerely,  
*Seth Ferguson*

Seth Ferguson  
Engineering Technologist II

cc: Brandon Wilson



**City of Bloomington**  
Public Works Department

401 N Morton Street, Suite 120  
P.O. Box 100  
Bloomington, IN 47402

Phone: (812) 349-3410  
Fax: (812) 349-3520  
Email: Public.Works@bloomington.in.gov

**Street or Traffic Lane Closure Permit Application**

(Applications are required at least 2 business days before work begins)

Location: Walnut St N W 6th St W 7th St  
(Street) (From) (To)

**Type of Closure** (check all that apply): Maintenance of Traffic (MOT) Plan Required for ALL

- Complete Street Closure    One Traffic Lane    2 or more Traffic Lanes    Alley  
 Sidewalk/Multiuse Path/Trail    Bike Lane    Parking Lane

- Reason for Closure:**    Work on Sidewalk/Multiuse Path/Trail    Work in Street  
 Loading and Unloading    Utility Work    Special Event    Work on Private Property  
 Other: \_\_\_\_\_

**Date(s) of Closure:** From 6/2/2020 To 6/4/2020  
> 2 weeks?    Yes    No

**Start Time:** 12 : 00 a.m. / p.<sup>x</sup>m.  
**End Time:** 12 : 15 a.m. / p.<sup>x</sup>m.

**Overnight Closure Required:**    Yes    No

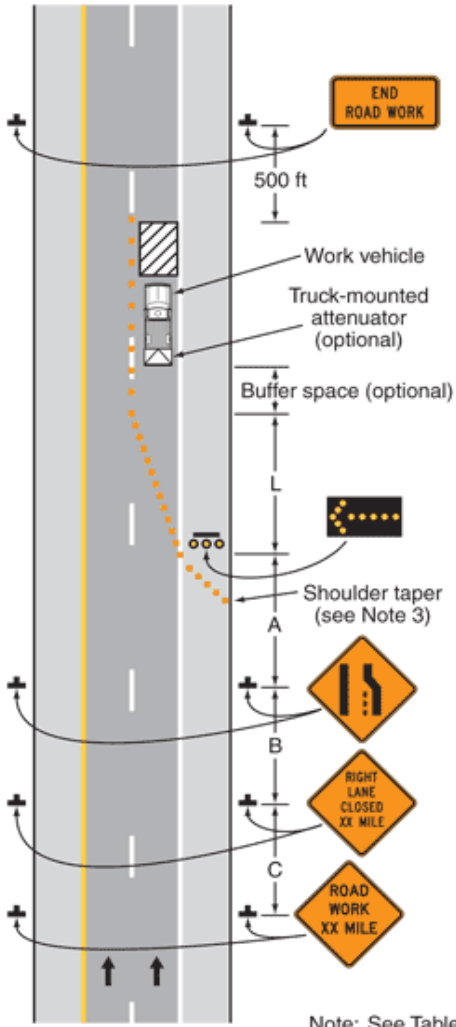
The applicant hereby certifies and agrees as follows:  
(1) I AM AUTHORIZED TO MAKE THIS APPLICATION. (2) I HAVE READ THIS APPLICATION AND ATTEST THAT THE INFORMATION WHICH HAS BEEN FURNISHED IS CORRECT. (3) If there is any misrepresentation in this application, or any associated documents, the City of Bloomington may revoke said permit issued based upon this misinformation. (4) I agree to comply with all City of Bloomington Ordinances, permit conditions and State statutes. (5) I will abide by all City of Bloomington inspections and conditions of approval. (6) I will have the approved permit, MOT plans, and work plans (or copies) on the job site at all times. (7) I agree to indemnify and to hold the City of Bloomington or any of the City's agents or employees harmless for any and all actions, losses or claims arising from the negligent act or omission by the party requesting this permit. (8) I agree that it shall be the responsibility of the party closing a street, traffic lane, alley, parking lane, bike lane, sidewalk, multiuse path or trail to provide all necessary signage and traffic control devices and that all signage and traffic control devices must adhere to, and be placed in accordance with, the Manual of Uniform Traffic Control Devices (MUTCD) and INDOT Standards, and I agree to make all appropriate notifications to Emergency Services, and any organization designated by the City of Bloomington Public Works Department. (A notification list is available from the Public Works Department). This permit is not valid and work is not permitted until signed by the agent of the City Public Works Department.

**Applicant Information:**

Name or Organization: Duke Energy  
Contact Person (*Printed Name*): Seth Ferguson  
Contact Email: seth.ferguson@duke-energy.com   Contact Phone No.: 812-322-1671  
*Signature:* Seth Ferguson   *Date:* 5/20/2020

*For Administration Use Only*

Approved By: \_\_\_\_\_    BPW    Staff    Director   Date: \_\_\_\_\_  
Staff Representative: \_\_\_\_\_   Phone#: \_\_\_\_\_   Date: \_\_\_\_\_



## East Lane Closure

**B - SHORT-TERM**

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



**City of Bloomington**  
Public Works Department

401 N Morton Street, Suite 120  
P.O. Box 100  
Bloomington, IN 47402

Phone: (812) 349-3410  
Fax: (812) 349-3520  
Email: Public.Works@bloomington.in.gov

**Street or Traffic Lane Closure Permit Application**

(Applications are required at least 2 business days before work begins)

Location: Walnut St N W 6th St W 7th St  
(Street) (From) (To)

**Type of Closure** (check all that apply): Maintenance of Traffic (MOT) Plan Required for ALL  
 Complete Street Closure  One Traffic Lane  2 or more Traffic Lanes  Alley  
 Sidewalk/Multiuse Path/Trail  Bike Lane  Parking Lane

**Reason for Closure:**  Work on Sidewalk/Multiuse Path/Trail  Work in Street  
 Loading and Unloading  Utility Work  Special Event  Work on Private Property  
 Other: \_\_\_\_\_

|  |  |
|--|--|
| <b>Date(s) of Closure:</b> From <u>6/2/2020</u> To <u>6/4/2020</u><br>> 2 weeks? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <b>Start Time:</b> <u>7</u> : <u>00</u> a.m. / p.m.<br><b>End Time:</b> <u>4</u> : <u>30</u> a.m. / p.m. |
| <b>Overnight Closure Required:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |  |

The applicant hereby certifies and agrees as follows:

(1) I AM AUTHORIZED TO MAKE THIS APPLICATION. (2) I HAVE READ THIS APPLICATION AND ATTEST THAT THE INFORMATION WHICH HAS BEEN FURNISHED IS CORRECT. (3) If there is any misrepresentation in this application, or any associated documents, the City of Bloomington may revoke said permit issued based upon this misinformation. (4) I agree to comply with all City of Bloomington Ordinances, permit conditions and State statutes. (5) I will abide by all City of Bloomington inspections and conditions of approval. (6) I will have the approved permit, MOT plans, and work plans (or copies) on the job site at all times. (7) I agree to indemnify and to hold the City of Bloomington or any of the City's agents or employees harmless for any and all actions, losses or claims arising from the negligent act or omission by the party requesting this permit. (8) I agree that it shall be the responsibility of the party closing a street, traffic lane, alley, parking lane, bike lane, sidewalk, multiuse path or trail to provide all necessary signage and traffic control devices and that all signage and traffic control devices must adhere to, and be placed in accordance with, the Manual of Uniform Traffic Control Devices (MUTCD) and INDOT Standards, and I agree to make all appropriate notifications to Emergency Services, and any organization designated by the City of Bloomington Public Works Department. (A notification list is available from the Public Works Department). This permit is not valid and work is not permitted until signed by the agent of the City Public Works Department.

**Applicant Information:**

Name or Organization: Duke Energy

Contact Person (Printed Name): Seth Ferguson

Contact Email: seth.ferguson@duke-energy.com Contact Phone No.: 812-322-1671

Signature: Seth Ferguson Date: 5/20/2020

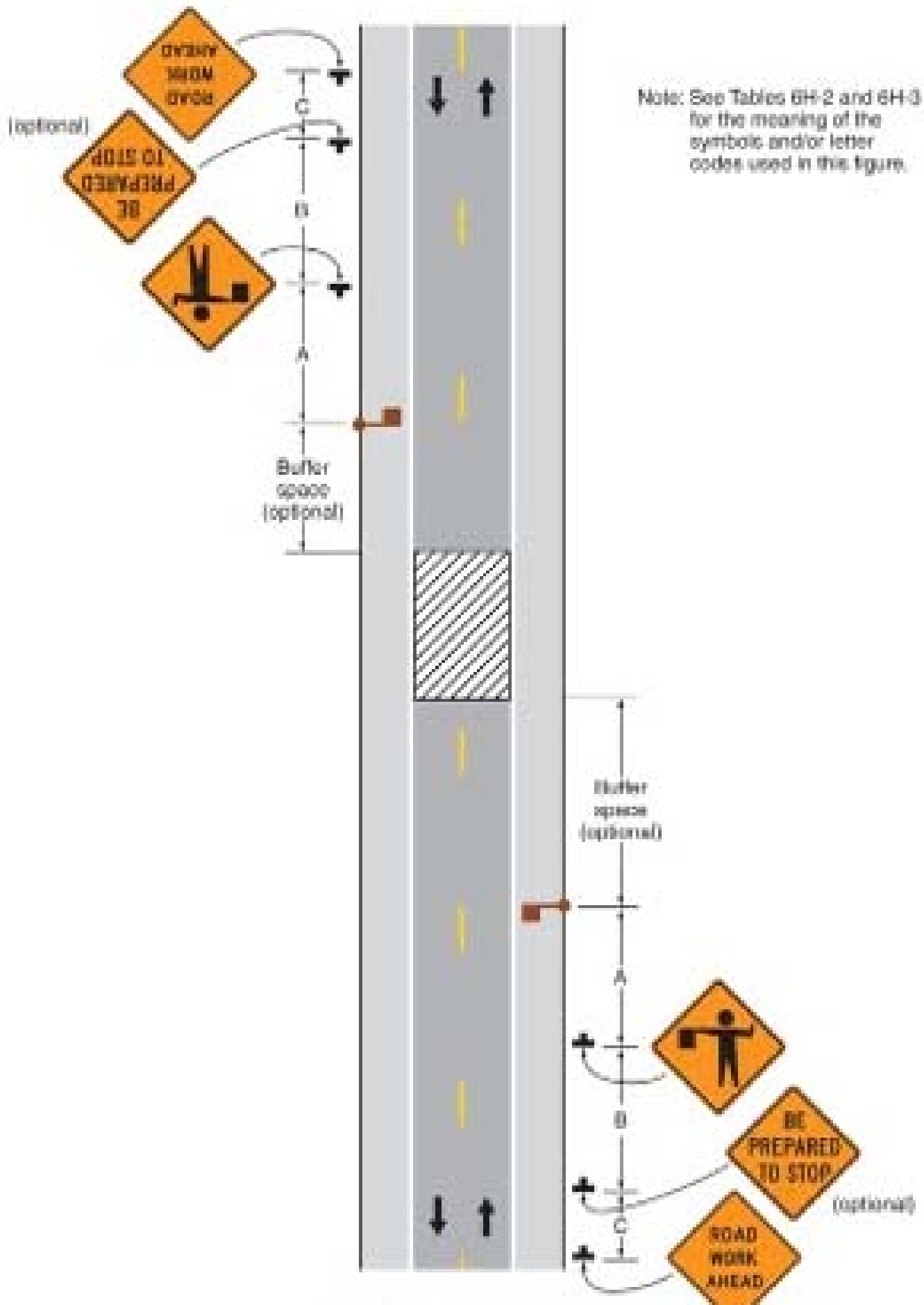
*For Administration Use Only*

Approved By: \_\_\_\_\_  BPW  Staff  Director Date: \_\_\_\_\_

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



Figure 6H-13. Temporary Road Closure (TA-13)

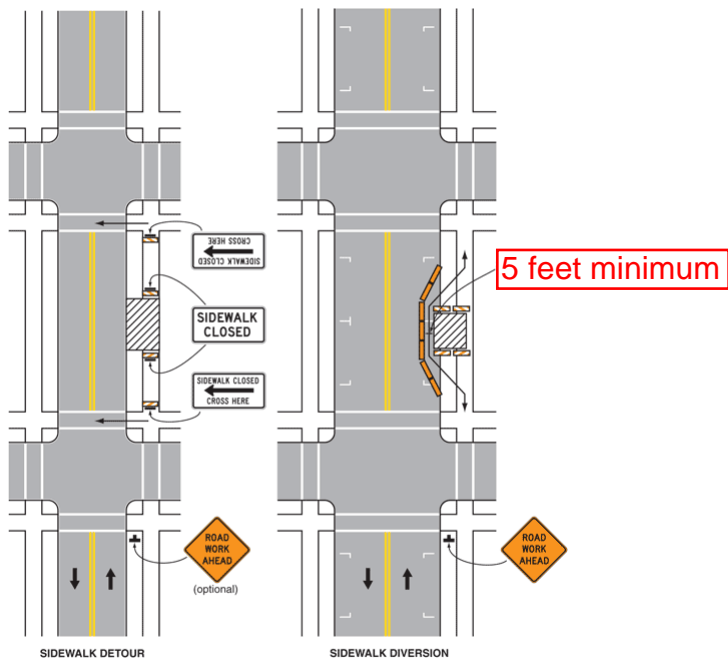




Knowledge

[Back to Chapter 6H](#)  
2009 Edition Part 6 Figure 6H-28. Sidewalk Detour or Diversion (TA-28)

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.

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

This figure illustrates two examples of a sidewalk detour or diversion. A legend under the figure states that this is Typical Application 28. A note states "See [Tables 6H-2](#) and [6H-3](#) for the meaning of the symbols and/or letter codes used in this figure."

This figure shows two examples of a vertical roadway with one lane of traffic in each direction intersecting two horizontal roadways. Black arrows on the vertical roadway indicate that traffic is one lane in each direction. The opposing lanes on the vertical roadway are shown separated by a solid double yellow line. Vertical and horizontal sidewalks identified by thick solid white lines bordered by narrow black lines are shown on both sides of the vertical and horizontal roadways. Crosswalks, shown by parallel narrow solid white lines, are shown crossing all the roadways at all the intersections in this figure.

The first example, on the left side of the page, is identified at the bottom of the figure as SIDEWALK DETOUR. At the bottom of the figure to the right of the right lane and south of the lower horizontal roadway and sidewalk, a black inverted "T" is shown denoting a sign. The sign is shown as a diamond-shaped orange sign with a black border and the words "ROAD WORK AHEAD" in black labeled optional facing northbound traffic. It is shown between the right edge of the northbound travel lane and the adjacent sidewalk. On the sidewalk to the right of the vertical roadway and on the north side of the lower horizontal roadway, an orange and white diagonally striped Type III barricade is shown across the sidewalk with a horizontal rectangular white sign with a black border in front of it. The sign shows the words "SIDEWALK CLOSED" in black above a left-pointing black arrow above the words "CROSS HERE" and is shown facing northbound traffic. A left-pointing arrow on the sidewalk shows the direction of pedestrian travel around the work space. Beyond this barricade, another Type III barricade is shown across the sidewalk with a horizontal rectangular white sign with a black border in front of it facing northbound traffic with the words "SIDEWALK CLOSED" in black. This barricade is shown directly in front of a vertical rectangle with diagonal black and white stripes, denoting a work space, that is shown extending from the right edge of the sidewalk to the right edge of the vertical roadway. On the north side of the work space, another Type III barricade is shown with a Sidewalk Closed sign in front of it facing southbound traffic. Beyond this barricade, another Type III barricade is shown with a Sidewalk Closed Cross Here sign on it with an arrow pointing to the right and facing southbound traffic. A right-pointing arrow on the sidewalk shows the direction of pedestrian travel.

The second example, on the right side of the page, is identified at the bottom of the figure as SIDEWALK DIVERSION. At the bottom of the figure to the right of the right lane and south of the lower horizontal roadway, a Road Work Ahead sign is shown facing northbound traffic. It is shown between the right edge of the northbound travel lane and the adjacent sidewalk. On the sidewalk to the right of the vertical roadway and on the north side of the lower horizontal roadway, two side-by-side orange and white diagonally striped Type III barricades are shown across the sidewalk and extending slightly into the vertical travel lane. These barricades are shown directly in front of a square with diagonal black and white stripes, denoting a work space, that is shown extending from about half way across the sidewalk to the left and slightly onto the northbound travel lane. This section of the vertical roadway shows white horizontal and vertical markings on the outsides of both travel lanes, denoting marked parking spaces. The lines at the ends of the parking spaces are shown as L-shaped and in between as T-shaped. The work space is shown extending into the parking spaces on the right side of the northbound travel lane. A series of Type III barricades is shown beginning at the edge of the northbound travel lane just north of the sidewalk on the north side of the lower horizontal roadway. They are shown angling to the left into the roadway on the left side of the work space, then running vertically next to the work space, and then angling back to the right edge of the travel lane to the south of the south sidewalk at the upper horizontal roadway. These barricades are shown at a dimensioned distance of 36 inches MIN. from the left side of the work space. A narrow black line with arrowheads is shown at each end running along the travel path defined by the work space and the adjacent Type III barricades.

[Back to Chapter 6H](#)



## Board of Public Works Staff Report

---

**Project/Event:** Approve Change Orders #2 and #3 for the Kirkwood Maintenance Project

**Petitioner/Representative:** Planning and Transportation Department

**Staff Representative:** Roy Aten

**Date:** May 26th, 2020

---

**Report:** This local project was let on November 20th, 2019 and awarded to E&B Paving Inc. on November 26th, 2019 in the amount of \$1,057,857.95. Change Order #1 was approved on April 14, 2020 for an additional \$20,735 for the use of colored concrete. Work began on April 1st, 2020 and substantial completion of the project is scheduled for June 30th, 2020. The following two Change Orders are now being requested;

- Change Order #2, Repair Sidewalk at the NW corner of Kirkwood and Washington - During construction it was discovered that a tripping hazard existed at the northwest corner of Kirkwood and Washington. E&B was directed to repair the hazard and is now asking for an additional \$3,160.00 to cover the cost.
- Change Order #3, Installation of drainage for the bollard sleeves - After letting, the supplier for the bollards notified us that the bollard sleeves required drainage in order to perform correctly. E&B has been directed to follow the recommendation and is asking for an additional \$2,520.00 to cover the cost of installation of the bollard drainage.

Approval of both Change Orders will raise the contract price by \$5,680.00 to \$1,084,272.95. No additional days are being added as a result of these Change Orders.

---

**Recommendation and Supporting Justification:** City Staff has reviewed the change orders and is recommending approval.

**Recommend**  **Approval**  **Denial** by: *Roy Aten*



**E&B PAVING, Inc**  
*World-Class Solutions at a Local Level<sup>SM</sup>*

April 24, 2020

Mr. Roy Aten  
City of Bloomington

Re: Kirkwood Avenue Replace Bands and Reset Bricks at NW Corner of Washington and Grant

Mr. Aten,

As requested, we are providing you pricing to saw and remove and replace 1' wide bands and reset bricks to alleviate existing trip hazards. Our pricing includes sawing and removing approximately 10' of 1' wide band and resetting brick as necessary.

Our pricing for this work is \$3,160.00 per location.

Please let us know if this is something you want us to proceed with so we can set it up to be sawed when we are sawing the Dunn Street Intersection next Tuesday April 28<sup>th</sup>.

Sincerely,

Garrett Gough

# CHANGE ORDER



|                               |                          |                          |               |                                     |
|-------------------------------|--------------------------|--------------------------|---------------|-------------------------------------|
| Project Name:                 | Change Order Number:     | 2                        | Requested By: |                                     |
| Kirkwood Maintenance Project  | Date of Change Order:    | May 26th, 2020           | Owner         | <input checked="" type="checkbox"/> |
| Contractor:                   | Engineer's Project #:    | BC-2019-132-CN           | Engineer      | <input type="checkbox"/>            |
| E&B Paving, Inc.              | NTP Date:                | Wednesday, April 1, 2020 | Contractor    | <input type="checkbox"/>            |
| 2520 W. Industrial Park Drive | Allowable Calendar Days  | 90 (includes holiday's)  | Field         | <input type="checkbox"/>            |
| Bloomington, Indiana 47404    | Previous Completion Date | Tuesday, June 30, 2020   | Other         | <input type="checkbox"/>            |

**The Contract is changed as follows:**

*(Include, where applicable, and undisputed amount attributable to previously executed Construction Change Directives)*

| Item # | DESCRIPTION                                | Quantity | Unit Price        | Item Total |
|--------|--|----------|-------------------|------------|
| 1      | REPAIR SIDEWALK AT KIRKWOOD AND WASHINGTON | 1        | \$3,160.00 / LUMP | 3,160.00   |
| 2      |  | 0        | \$0.00 /          | 0.00       |
| 3      |  | 0        | \$0.00 /          | 0.00       |
| 4      |  | 0        | \$0.00 /          | 0.00       |
| 5      |  | 0        | \$0.00 /          | 0.00       |
| 6      |  | 0        | \$0.00 /          | 0.00       |
| 7      |  | 0        | \$0.00 /          | 0.00       |
| 8      |  | 0        | \$0.00 /          | 0.00       |
| 9      |  | 0        | \$0.00 /          | 0.00       |

|  |                                   |
|--|-----------------------------------|
| The original Contract Sum:   | <u>\$1,057,857.95</u>             |
| The net change by previously authorized Change Orders:                                   | <u>\$20,735.00</u>                |
| The Contract Sum prior to this Change Order was:   | <u>\$1,078,592.95</u>             |
| The Contract Sum will be changed by this Change Order in the amount of:                  | <u>\$3,160.00</u>                 |
| <br>The new Contract Sum including this Change Order will be:                            | <br><u>\$1,081,752.95</u>         |
| The Contract Time will be changed by:  | <u>0 Calendar Day(s)</u>          |
| <br>The date of Substantial Completion as of the date of this Change Order therefore is: | <br><u>Tuesday, June 30, 2020</u> |

*(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)*

**NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER**

|   |  |   |
|---|--|---|
| <u>City Engineering</u><br>ENGINEER       | <u>E&amp;B Paving, Inc.</u><br>CONTRACTOR  | <br>OWNER                                 |
| <u>401 North Morton Street</u><br>ADDRESS | <u>2520 W. Industrial Park Drive</u><br><u>Bloomington, Indiana 47404</u><br>ADDRESS | <u>401 North Morton Street</u><br>ADDRESS |
| <br>TYPED / PRINTED NAME                  | <br>TYPED / PRINTED NAME   | <br>TYPED / PRINTED NAME                  |
| <br>SIGNATURE                             | <br>SIGNATURE  | <br>SIGNATURE                             |



**E&B PAVING, Inc**  
World-Class Solutions at a Local Level<sup>SM</sup>

April 24, 2020

Mr. Roy Aten  
City of Bloomington

Re: Kirkwood Avenue Bollard Sleeve Drainage

Mr. Aten,

As you are aware after the project was bid and after we began installation of the bollard sleeves and foundations we became aware that there needed to be drainage established out of the bottom of the sleeves to the bottom of the foundation to facilitate drainage of any water that made it into the sleeve.

We began installing 8" pvc pipes under the sleeves for this drainage when we became aware it was needed and we have 17 sleeves that we will core with a 3" diameter hole in the existing from the bottom of the sleeve to bottom of the foundation.

Our add to our price to for this additional work is \$2,520.00

Sincerely,

Garrett Gough

# CHANGE ORDER



|                               |                          |                          |               |   |
|-------------------------------|--------------------------|--------------------------|---------------|---|
| Project Name:                 | Change Order Number:     | 3                        | Requested By: |   |
| Kirkwood Maintenance Project  | Date of Change Order:    | May 26th, 2020           | Owner         |   |
| Contractor:                   | Engineer's Project #:    | BC-2019-132-CN           | Engineer      |   |
| E&B Paving, Inc.              | NTP Date:                | Wednesday, April 1, 2020 | Contractor    | X |
| 2520 W. Industrial Park Drive | Allowable Calendar Days  | 90 (includes holiday's)  | Field         |   |
| Bloomington, Indiana 47404    | Previous Completion Date | Tuesday, June 30, 2020   | Other         |   |

**The Contract is changed as follows:**

*(Include, where applicable, and undisputed amount attributable to previously executed Construction Change Directives)*

| Item # | DESCRIPTION                                    | Quantity | Unit Price        | Item Total |
|--------|--|----------|-------------------|------------|
| 1      | ALTER BOLLARD INSTALLATION TO INCLUDE DRAINAGE | 1        | \$2,520.00 / LUMP | 2,520.00   |
| 2      |  | 0        | \$0.00 /          | 0.00       |
| 3      |  | 0        | \$0.00 /          | 0.00       |
| 4      |  | 0        | \$0.00 /          | 0.00       |
| 5      |  | 0        | \$0.00 /          | 0.00       |
| 6      |  | 0        | \$0.00 /          | 0.00       |
| 7      |  | 0        | \$0.00 /          | 0.00       |
| 8      |  | 0        | \$0.00 /          | 0.00       |
| 9      |  | 0        | \$0.00 /          | 0.00       |

|  |                            |
|--|----------------------------|
| The original Contract Sum:   | \$1,057,857.95             |
| The net change by previously authorized Change Orders:                                   | \$23,895.00                |
| The Contract Sum prior to this Change Order was:   | \$1,081,752.95             |
| The Contract Sum will be changed by this Change Order in the amount of:                  | \$2,520.00                 |
| <br>The new Contract Sum including this Change Order will be:                            | <br>\$1,084,272.95         |
| The Contract Time will be changed by:  | 0 Calendar Day(s)          |
| <br>The date of Substantial Completion as of the date of this Change Order therefore is: | <br>Tuesday, June 30, 2020 |

*(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)*

**NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER**

|                                    |  |                                    |
|------------------------------------|--|------------------------------------|
| ENGINEER                           | E&B Paving, Inc.<br>CONTRACTOR   | OWNER                              |
| 401 North Morton Street<br>ADDRESS | 2520 W. Industrial Park Drive<br>Bloomington, Indiana 47404<br>ADDRESS | 401 North Morton Street<br>ADDRESS |
| TYPED / PRINTED NAME               | TYPED / PRINTED NAME   | TYPED / PRINTED NAME               |
| SIGNATURE                          | SIGNATURE  | SIGNATURE                          |



## Board of Public Works Staff Report

---

**Project/Event:** Approve Change Order #2 for the Winslow-Henderson Path Project

**Petitioner/Representative:** Planning and Transportation Department

**Staff Representative:** Matt Smethurst

**Meeting Date:** May 26, 2020

---

Change Order #2 is for various additions to the contract, including temporary striping, rock excavation, and the installation of delineators.

The original contract amount for the project was \$528,439.00. Change Order #2 would result in an increase to the contract of \$17,097.50. The new contract sum including Change Order #2 would be \$555,217.50.

This project is TIF funded. Change Order is contingent upon approval of Redevelopment Commission.

Staff has reviewed the proposed change order and recommends approval of Change Order #2 for the Winslow-Henderson Path Project.

**Recommend**    **Approval**    **Denial** by **Matt Smethurst**





Matt Smethurst <smethurm@bloomington.in.gov>

---

## Winslow Rock Excavation

2 messages

---

**travis.hughes@conexcoinc.com** <travis.hughes@conexcoinc.com>  
To: Matt Smethurst <smethurm@bloomington.in.gov>  
Cc: greg.lloyd@conexcoinc.com

Thu, Mar 12, 2020 at 2:27 PM

Matt

Good afternoon, I wanted to send you email for the rock excavation on the wall at Winslow. I am going go to give you a lump sum price of \$3235.00 to hammer out the wall. I think it will be faster to do it lump sum then by the yard and try to measure all of it. Let me know if your ok with this price. Thanks.

Thank You

Travis Hughes

Project Manager

Conexco Inc.

[3606 N SR 59](#)

Brazil, In 47834

Cell: 812-208-5875



---

**Matt Smethurst** <smethurm@bloomington.in.gov>  
To: Travis Hughes <travis.hughes@conexcoinc.com>

Fri, Mar 13, 2020 at 4:41 PM

Travis,



Matt Smethurst <smethurm@bloomington.in.gov>

---

**Winslow Henderson**

2 messages

---

**travis.hughes@conexcoinc.com** <travis.hughes@conexcoinc.com>  
To: Matt Smethurst <smethurm@bloomington.in.gov>  
Cc: greg.lloyd@conexcoinc.com

Mon, Mar 2, 2020 at 4:35 PM

Matt

Good afternoon, just wanted to give you a heads up we are going to start on the wall Wednesday (3/4). Also I would like to get the approval on a couple items. First is the new bus stop and curb between the Marathon and Mexican restaurant, everything has items to complete that work except removal. We will be \$1,500.00 to dig and backfill for new sidewalk and curb. Second, is the island we talked about last Friday. We can fix it for \$2800.00, and hopefully they don't tear it up again. Let me know if you approve. Thanks

Thank You

Travis Hughes

Project Manager

Conexco Inc.

3606 N SR 59

Brazil, In 47834

Cell: 812-208-5875



---

**Matt Smethurst** <smethurm@bloomington.in.gov>  
To: Travis Hughes <travis.hughes@conexcoinc.com>

Tue, Mar 3, 2020 at 8:00 AM

Winslow Henderson Change Orders

| Description   | Price                 |
|---|-----------------------|
| Bust out and repour box to get pipe to fit<br>approx. station 20+26   | \$715.00              |
| Temporary striping to get job through winter<br>on Winslow at Walnut and Henderson                            | \$1,765.00            |
| <del>Everywhere signs install new sign<br/>approx. station 20+15</del>  | <del>\$0,681.00</del> |
| Cut concrete around traffic pole on NE corner<br>Henderson and Winslow approx.station 50+20                   | \$367.50              |
| Extra sidewalk removal and grade work SE<br>corner of Walnut Pike and Winslow<br>Approx. station 19+50 Line C | \$1,500.00            |
| Extra common and backfill for new curb and<br>bus stop between Marathon and Mexican<br>South side of Winslow  | \$1,500.00            |
| Extra signs and barricades to close<br>sidewalks<br>3 barricades and 3 signs                                  | \$840.00              |
| <del>Southwest corner Winslow and Henderson<br/>Rebar uprights and waterstop for wall</del>                   | <del>\$240.00</del>   |

# CHANGE ORDER



Project Name:  
Winslow-Henderson Path Project

Change Order Number: 2  
Date of Change Order: Friday, May 15, 2020

Requested By:  
 Owner  
 Engineer  
 Contractor  
 Field  
 Other

Contractor:  
Conexco, Inc.  
3606 North State Road 59  
Brazil, Indiana 47834

Engineer's Project #:  
NTP Date: Tuesday, August 20, 2019  
Allowable Calendar Days: 120 (includes holiday's)  
Original Completion Date: Wednesday, December 18, 2019

**The Contract is changed as follows:**

*(Include, where applicable, and undisputed amount attributable to previously executed Construction Change Directives)*

| Item # | DESCRIPTION  | Quantity | Unit Price | Item Total |
|--------|--|----------|------------|------------|
| 1      | Delineators, Installed                               | 25       | / Lump Sum | 4,375.00   |
| 2      | Rock Excavation                                      |          | / Lump Sum | 3,235.00   |
| 3      | Repair Pedestrian Island                             |          | / Lump Sum | 2,800.00   |
| 4      | Repair Storm Box                                     |          | / Lump Sum | 715.00     |
| 5      | Temporary Striping for Winter                        |          | / Lump Sum | 1,765.00   |
| 6      | Cut Concrete Around Traffic Pole NE Corner Henderson |          | / Lump Sum | 367.50     |
| 7      | Sidewalk Removal & Grade Work Walnut St. Pike        |          | / Lump Sum | 1,500.00   |
| 8      | New Curb and Bus Stop Southside of Winslow           |          | / Lump Sum | 1,500.00   |
| 9      | Extra Signs and Barricades Sidewalk Closure          |          | / Lump Sum | 840.00     |

|   |              |
|---|--------------|
| The original Contract Sum:  | \$528,439.00 |
| The net change by previously authorized Change Orders:                  | \$9,681.00   |
| The Contract Sum prior to this Change Order was:                        | \$538,120.00 |
| The Contract Sum will be changed by this Change Order in the amount of: | \$17,097.50  |

|   |                   |
|---|-------------------|
| The new Contract Sum including this Change Order will be: | \$555,217.50      |
| The Contract Time will be changed by:                     | 0 Calendar Day(s) |

The date of Substantial Completion as of the date of this Change Order therefore is: Wednesday, December 18, 2019

*(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)*

**NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER**

|  |  |  |
|--|--|--|
| <u>Planning &amp; Transportation</u><br>ENGINEER | <u>Conexco, Inc.</u><br>CONTRACTOR                           | <u>Board of Public Works</u><br>OWNER    |
| 401 North Morton Street<br>ADDRESS               | 3606 North State Road 59<br>Brazil, Indiana 47834<br>ADDRESS | 401 North Morton Street<br>ADDRESS       |
| Neil Kopper<br>TYPED / PRINTED NAME              | TYPED / PRINTED NAME   | Kyla Cox Deckard<br>TYPED / PRINTED NAME |
| SIGNATURE  | SIGNATURE  | SIGNATURE                                |



## Board of Public Works Staff Report

---

**Project/Event:** Change Order #6 for the West 17<sup>th</sup> Street Reconstruction Project

**Petitioner/Representative:** Planning and Transportation Department

**Staff Representative:** Matt Smethurst

**Meeting Date:** May 26, 2020

---

Change Order #6 consist of various changes including additional compacted stone, common excavation, and adding geogrid.

The original contract amount for the project was \$3,026,526.18. Change Order #6 would result in an increase to the contract of \$3,068.50. The new contract sum would be \$3,353,416.40.

This project is TIF funded. The City of Bloomington will be reimbursed through an INDOT Interlocal Agreement and Community Crossings Matching Grant. Change Order is contingent upon approval of Redevelopment Commission.

Staff has reviewed the proposed change order and recommends approval of Change Order #6 for the West 17<sup>th</sup> Street Reconstruction Project.

**Recommend**  **Approval**  **Denial by Matt Smethurst**

**Reed and Sons Construction, Inc.**

**CHANGE ORDER  
REQUEST**

299 Moorman Road  
Bloomington, IN 47403

Phone: (812) 824-9237  
Fax: (812) 824-6616

**No. 9**

**TITLE:** Change Order Request

**DATE:** 02/03/2020

**PROJECT:** City of Bloomington - Planning  
17th Street Reconstruction

**TO:** Attn:  
City of Bloomington  
PO Box 100  
Bloomington, IN 47402

**DESCRIPTION**

Additional Geogrid and excavation due to unsuitable soils.

| Num | Item | Description                                       | Ref | Qty     | Unit | Unit Price         | Amount     |
|-----|------|---|-----|---------|------|--------------------|------------|
| 1   |      | Line 24A - Additional Compacted<br>Agg. #53 stone |     | 87.000  | Ton  | 24.00              | 2,088.00   |
| 2   |      | Remove excess soils                               |     | 48.000  | CYD  | 10.00              | 480.00     |
| 3   |      | Add Geogrid type IB                               |     | 143.000 | SYD  | 3.50               | 500.50     |
|     |      |   |     |         |      | <b>Item Total:</b> | \$3,068.50 |
|     |      |   |     |         |      | <b>Total:</b>      | \$0.00     |
|     |      |   |     |         |      | <b>Total:</b>      | \$3,068.50 |

**APPROVAL**

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

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

**Date:** 02/03/2020 \_\_\_\_\_

**Date:** \_\_\_\_\_

# CHANGE PROPOSAL

Reed and Sons Construction, Inc  
 299 Moorman Road\*Bloomington, IN 47403  
 812-824-9237

|                              |   |                         |                  |
|------------------------------|---|-------------------------|------------------|
| PROPOSAL SUBMITTED TO:       | PHONE:  | Fax:                    | DATE:            |
| City of Bloomington_P&T Dept |   |                         | January 29, 2020 |
| C/O:<br>Address              | <b>Matt Smethurst (owner rep)</b>             | RESIDENT REPRESENTATIVE | Tom Mobley(BLN)  |
| 401 N Morton St              | Job Name: West 17th St Reconstruction Project |                         |                  |
| CITY, STATE & ZIP CODE       | LOCATION                                      |                         |                  |
| Bloomington, IN              | Monroe Cty                                    |                         |                  |
| ARCHITECT:                   | DATE OF PLANS                                 | PLAN # / SHEETS         |                  |
|                              |   | site visit              |                  |

## Request for Change in Scope of Work

Upon proof roll prior to asphalt paving due to additional existing soft soils additional depth of stone and and a new proposed unit price item "Type IB Geogrid" is required for preparation of proposed subbase. Geogrid and additional stone depth is placed as directed by third party soil testing Agent Patriot Engineering at the time of soil test as observed by the Resident Representative. Added Unit prices were established on Change order proposal dated October 26th, 2019 for geogrid and additional excavation. Added below is additional quantities to add to previously established unit prices for work performed on 11/26/2019 and 12/04/2019 prior to paving on 12/05/2019.

|   | DESCRIPTION   | Unit Price | Qty    | UNIT      | SUBTOTAL        |
|---|---|------------|--------|-----------|-----------------|
| 2 | Quantities as documented per Bucko Reed and Tom Mobley on site at time of construction. |            |        |           |                 |
| 3 | ITEM 24A COMPACTED AGGREGATE NO. 53 STONE BASE_ADD to original quantities               | \$ 24.00   | 87.00  | ton       | \$ 2,088.00     |
| 4 | NEW ITEM EXCAVATION, COMMON - REMOVE EXCESS SOIL_ADD to original contract               | \$ 10.00   | 48.00  | cyd       | \$ 480.00       |
| 5 | NEW ITEM GEOGRID TYPE IB_ADD to original contract                                       | \$ 3.50    | 143.00 | syd       | \$ 500.50       |
| 6 |   |            |        |           |                 |
| 7 |   |            |        |           |                 |
| 8 | <b>Add 5 days to original Contract</b>  |            |        |           |                 |
| 9 | <b>Requested change to original contract</b>  |            |        | <b>\$</b> | <b>3,068.50</b> |

# CHANGE ORDER



Project Name:  
West 17th Street Reconstruction

Change Order Number: 6

Date of Change Order: Wednesday, May 20, 2020

Contractor:

Engineer's Project #:

Reed and Sons Construction, Inc.  
299 Moorman Road  
Bloomington, IN 47403

NTP Date: Monday, April 1, 2019  
Allowable Calendar Days: 215 (includes holiday's)  
Previous Completion Date: Friday, November 8, 2019

Requested By:

Owner   
Engineer   
Contractor   
Field   
Other

**The Contract is changed as follows:**

*(Include, where applicable, and undisputed amount attributable to previously executed Construction Change Directives)*

| Item # | DESCRIPTION                   | Quantity | Unit Price    | Item Total |
|--------|-------------------------------|----------|---------------|------------|
| 1      | Compacted #53 Aggregate Stone | 87       | \$24.00 / TON | \$2,088.00 |
| 2      | Common Excavation             | 48       | \$10.00 / CYD | \$480.00   |
| 3      | Geogrid Type IB               | 143      | \$3.50 / SYD  | \$500.50   |
| 4      |                               |          | /             |            |
| 5      |                               |          | /             |            |
| 6      |                               |          | /             |            |
| 7      |                               |          | /             |            |
| 8      |                               |          | /             |            |
| 9      |                               |          | /             |            |

|   |                |
|---|----------------|
| The original Contract Sum:  | \$3,026,526.18 |
| The net change by previously authorized Change Orders:                  | \$323,821.80   |
| The Contract Sum prior to this Change Order was:                        | \$3,350,347.90 |
| The Contract Sum will be changed by this Change Order in the amount of: | \$3,068.50     |

|   |                 |
|---|-----------------|
| The new Contract Sum including this Change Order will be: | \$3,353,416.40  |
| The Contract Time will be changed by:                     | 0 Calendar Days |

The date of Substantial Completion as of the date of this Change Order therefore is: Sunday, June 14, 2020

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been made in previous Change Orders.)  
**NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER**

|  |   |  |
|--|---|--|
| <u>Planning &amp; Transportation</u><br>ENGINEER | <u>Reed and Sons Construction, Inc.</u><br>CONTRACTOR | <u>Board of Public Works</u><br>OWNER    |
| 401 North Morton Street<br>ADDRESS               | 299 Moorman Road<br>Bloomington, IN<br>ADDRESS        | 401 North Morton Street<br>ADDRESS       |
| Neil Kopper<br>TYPED / PRINTED NAME              | _____<br>TYPED / PRINTED NAME                         | Kyla Cox Deckard<br>TYPED / PRINTED NAME |
| _____<br>SIGNATURE                               | _____<br>SIGNATURE                                    | _____<br>SIGNATURE                       |





## Board of Public Works Staff Report

---

**Project/Event:** 2020 Walnut Street Garage Repair Project  
**Petitioner/Representative:** Public Works , Ryan Daily  
**Staff Representative:** Ryan Daily  
**Date:** 05.26.2020

---

### Report:

In accordance with the recommendations with the 2017 CE Solutions Structural Report, we have begun repairs to the Walnut Street Garage. These repairs include:

- Epoxy Injections in supporting columns
- Southeast Stair tower repair
- Level 1-6 Deck and Underside repairs
- Localized replacement of slab on grade for drainage improvement

Bids were opened on 4.27.2020. The following bids were received:

|                   | SSRG                 | Browning &<br>Chapman |
|-------------------|----------------------|-----------------------|
| Epoxy Injections  | \$ 25,600.00         | \$ 15,155.00          |
| Stairwell Tower   | \$ 56,740.00         | \$ 43,200.00          |
| Level 6           | \$ 8,130.00          | \$ 10,800.00          |
| Level 5           | \$ 24,720.00         | \$ 11,550.00          |
| Level 4           | \$ 44,150.00         | \$ 32,000.00          |
| Level 3           | \$ 22,940.00         | \$ 10,567.00          |
| Slab on Grade     | \$ 2,070.00          | \$ 1,600.00           |
| Level 1/2         | \$ 148,210.00        | \$ 50,600.00          |
| Mob/Demob         | \$ 47,730.00         | \$ 21,500.00          |
| <b>Base Bid</b>   | <b>\$ 380,290.00</b> | <b>\$ 196,972.00</b>  |
| Alt 1 - Stairwell | \$ 4,920.00          | \$ 1,725.00           |
| Alt 2 - Techcrete | \$ 235,680.00        | \$ 53,500.00          |
| Alt 3 - Level 1/2 | \$ 85,880.00         | \$ 19,500.00          |

We are executing the full contract; however, due to COVID-19, only Items 1 & 2 and Alternate #1 (Stairwell) will be approved for the initial part of this contract. The other phases will be approved if funding becomes available and notice to proceed is given to the contractor.

We recommend using: Browning & Chapman, LLC

Total approved cost to repair for Phase One: \$81,580

Total cost to repair = \$196,972

Line Item: 452.26.260000.53650 (Other Repairs)

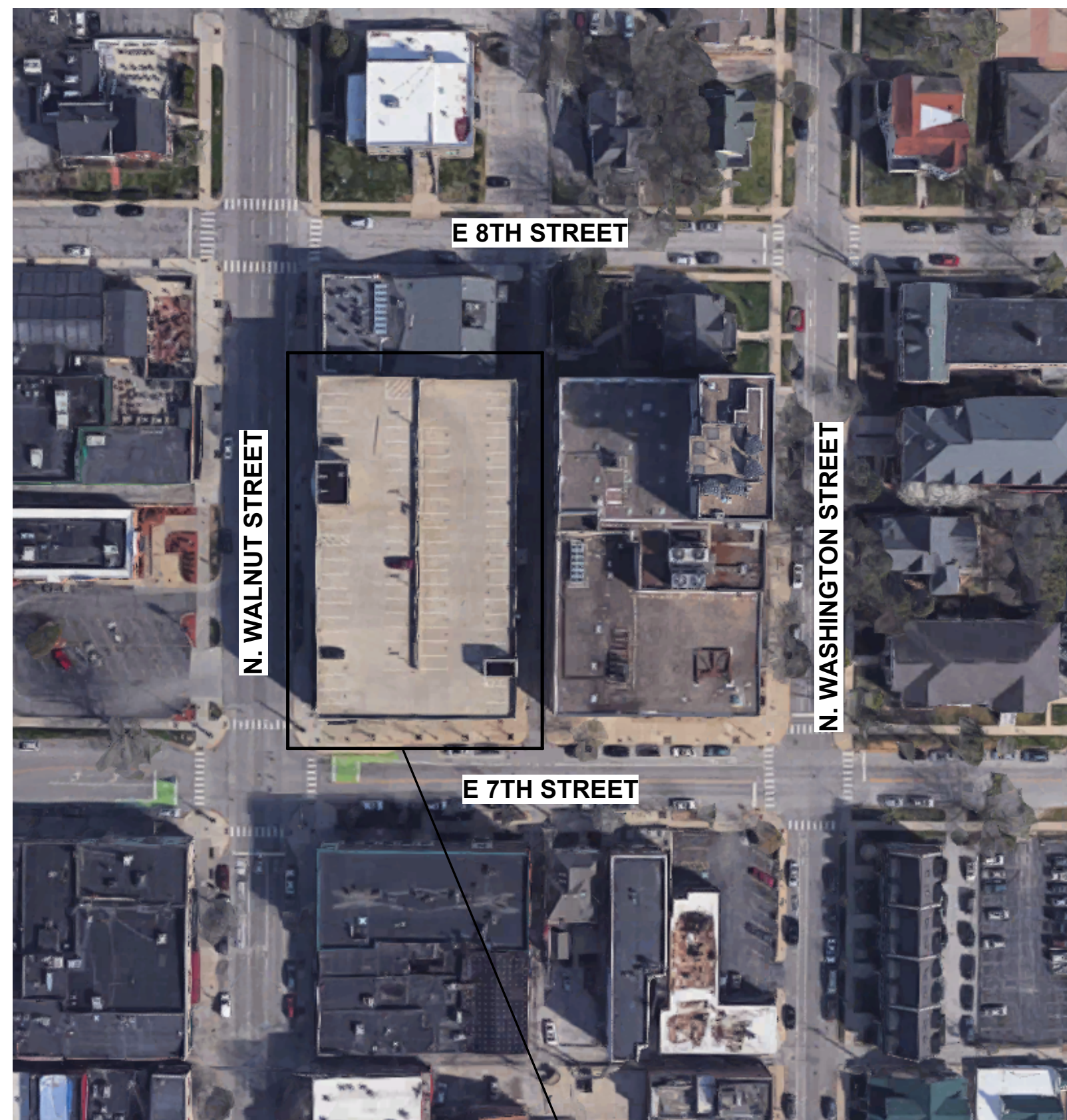
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**Recommend**  **Approval**  **Denial by:** Ryan Daily

# WALNUT STREET PARKING GARAGE REPAIRS - 2020

## BLOOMINGTON, INDIANA

CES PROJECT ID NUMBER: 20-108



### OWNER

City of Bloomington  
Public Works Department  
401 N. Morton Street, Suite 120  
Bloomington, Indiana 47404  
812-349-3410

### STRUCTURAL ENGINEER

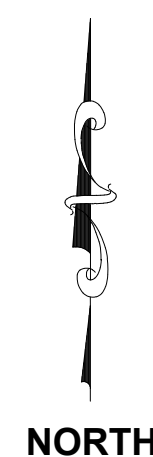
CE Solutions, Inc.  
10 Shoshone Drive  
Carmel, Indiana 46032  
317-818-1912

### DRAWING INDEX:

|        |  |
|--------|--|
| A-101  | SOUTHEAST STAIR ARCHITECTURAL PLANS, ELEVATIONS, AND DETAILS |
| S-001  | GENERAL NOTES AND REPAIR PROCEDURES                          |
| S-002  | REPAIR PROCEDURES AND DETAILS                                |
| S-100  | MAINTENANCE OF TRAFFIC PLAN                                  |
| S-101  | LEVEL 6 REPAIR PLAN  |
| S-101U | LEVEL 6 UNDERSIDE REPAIR PLAN                                |
| S-102  | LEVEL 5 REPAIR PLAN  |
| S-102U | LEVEL 5 UNDERSIDE REPAIR PLAN                                |
| S-103  | LEVEL 4 REPAIR PLAN  |
| S-103U | LEVEL 4 UNDERSIDE REPAIR PLAN                                |
| S-104  | LEVEL 3 REPAIR PLAN  |
| S-104U | LEVEL 3 UNDERSIDE REPAIR PLAN                                |
| S-105  | LEVEL 2 AND LEVEL 1 (PARTIAL) REPAIR PLAN                    |
| S-105U | LEVEL 2 UNDERSIDE AND BASEMENT REPAIR PLAN                   |
| S-201  | LEVEL 6 SW STAIR PLAN AND SECTIONS                           |

PROJECT VICINITY MAP  
SCALE : N.T.S.

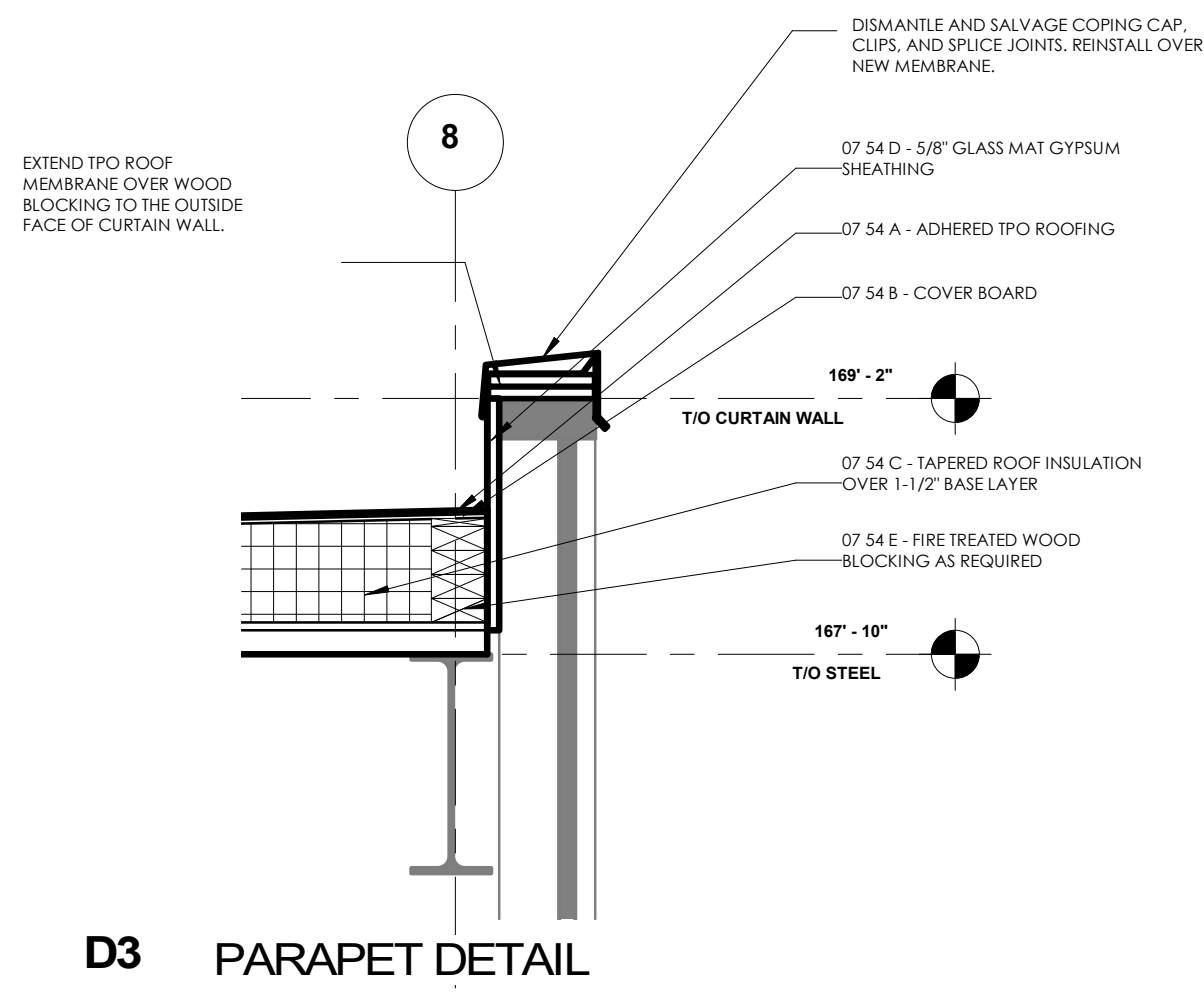
Project Location



CONSTRUCTION DOCUMENTS  
MARCH 31, 2020

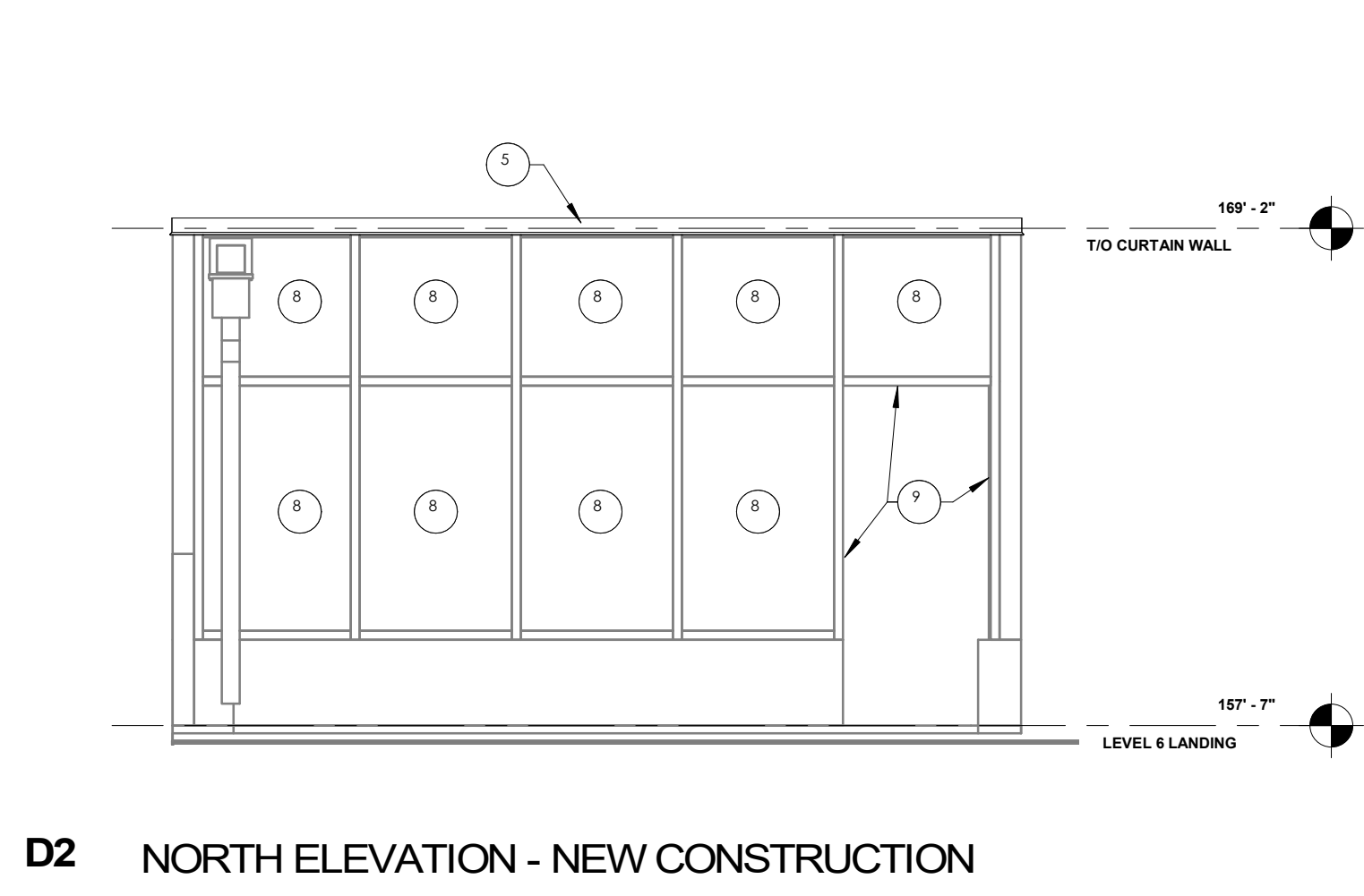
**CE Solutions**  
structural engineers

10 Shoshone Drive 317.818.1912  
Carmel, IN 46032 cesolutionsinc.com



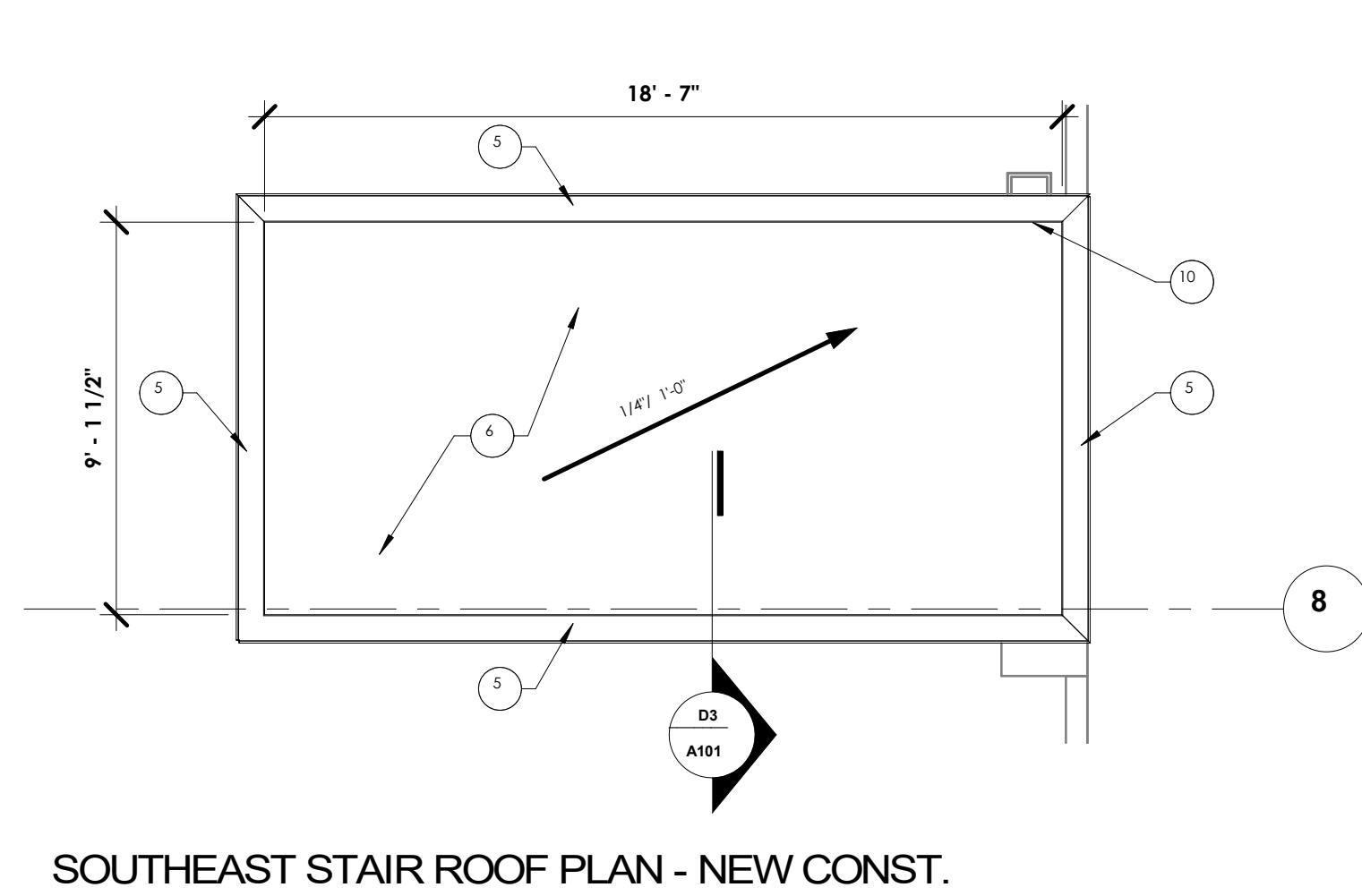
**D3 PARAPET DETAIL**

1" = 1'-0"



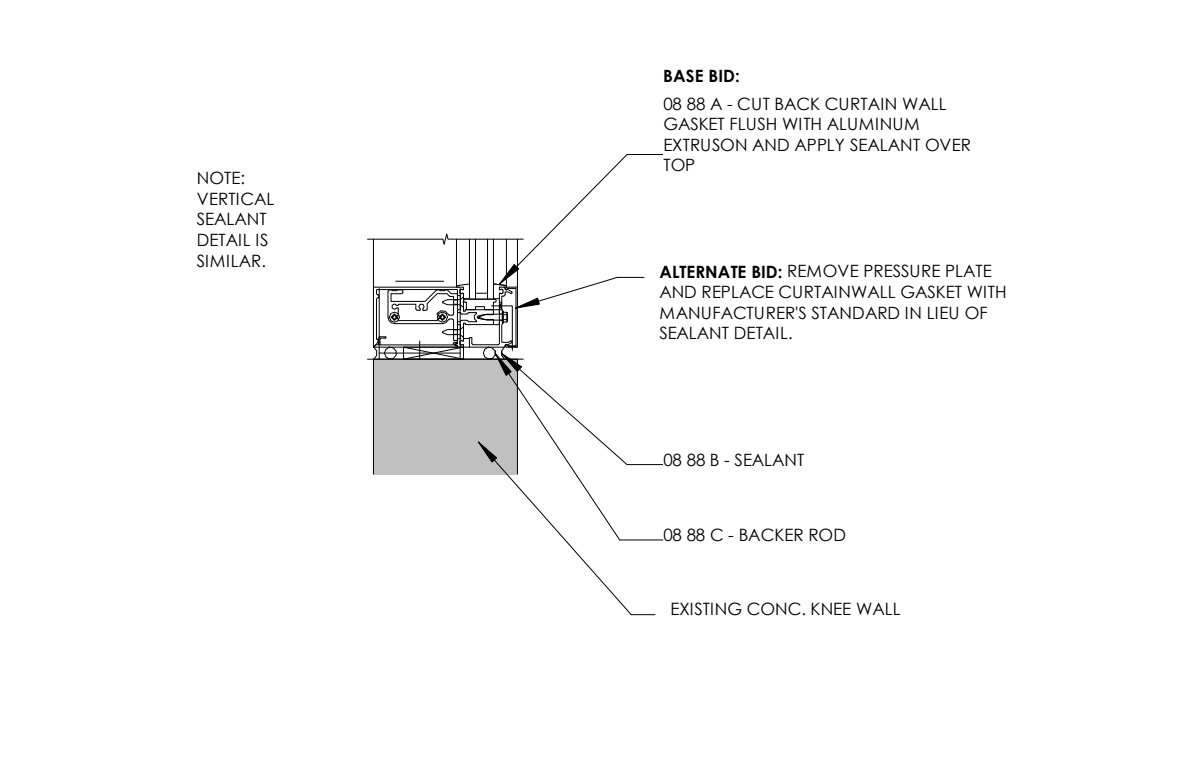
**D2 NORTH ELEVATION - NEW CONSTRUCTION**

1/4" = 1'-0"



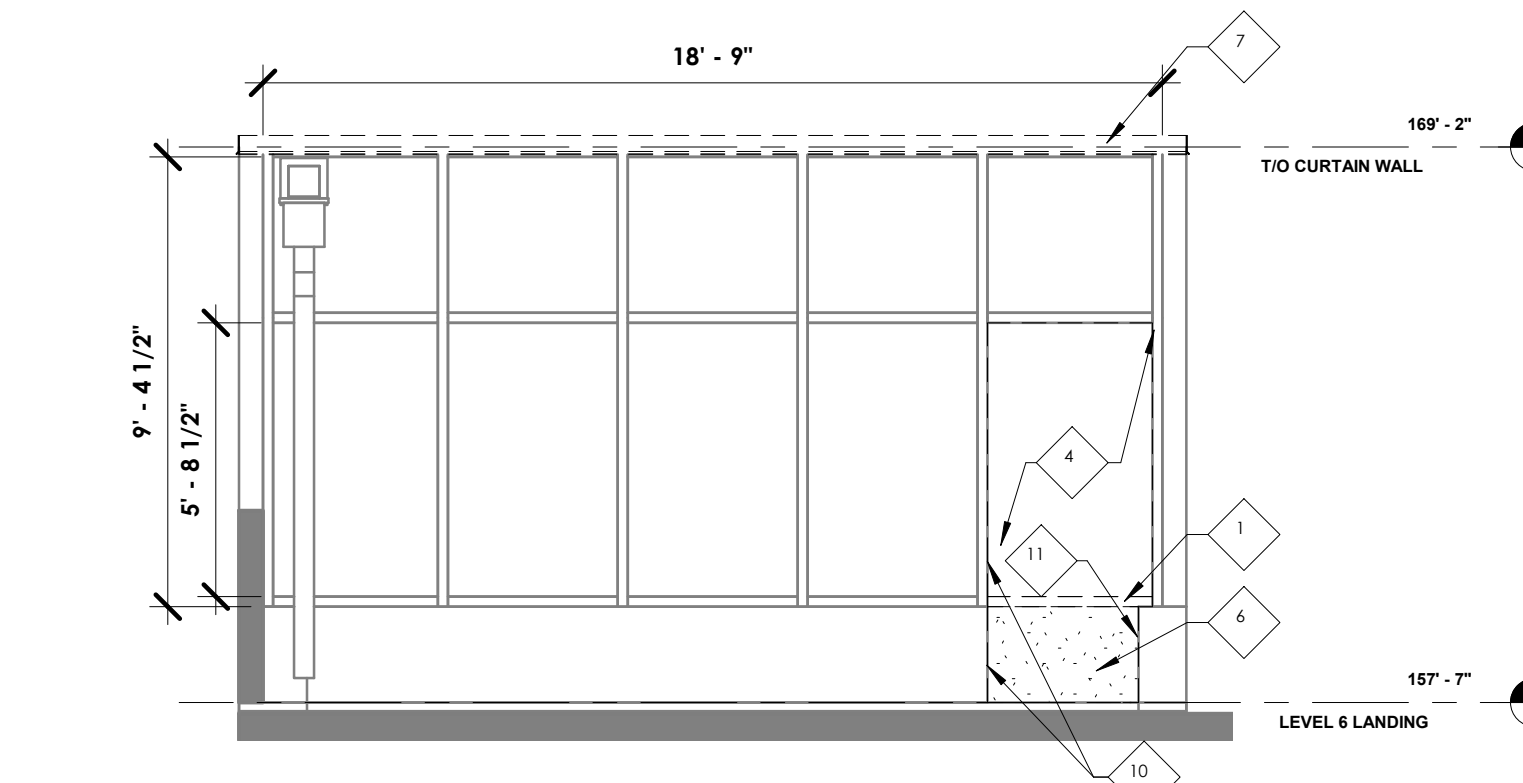
**D1 SOUTHEAST STAIR ROOF PLAN - NEW CONST.**

1/4" = 1'-0"



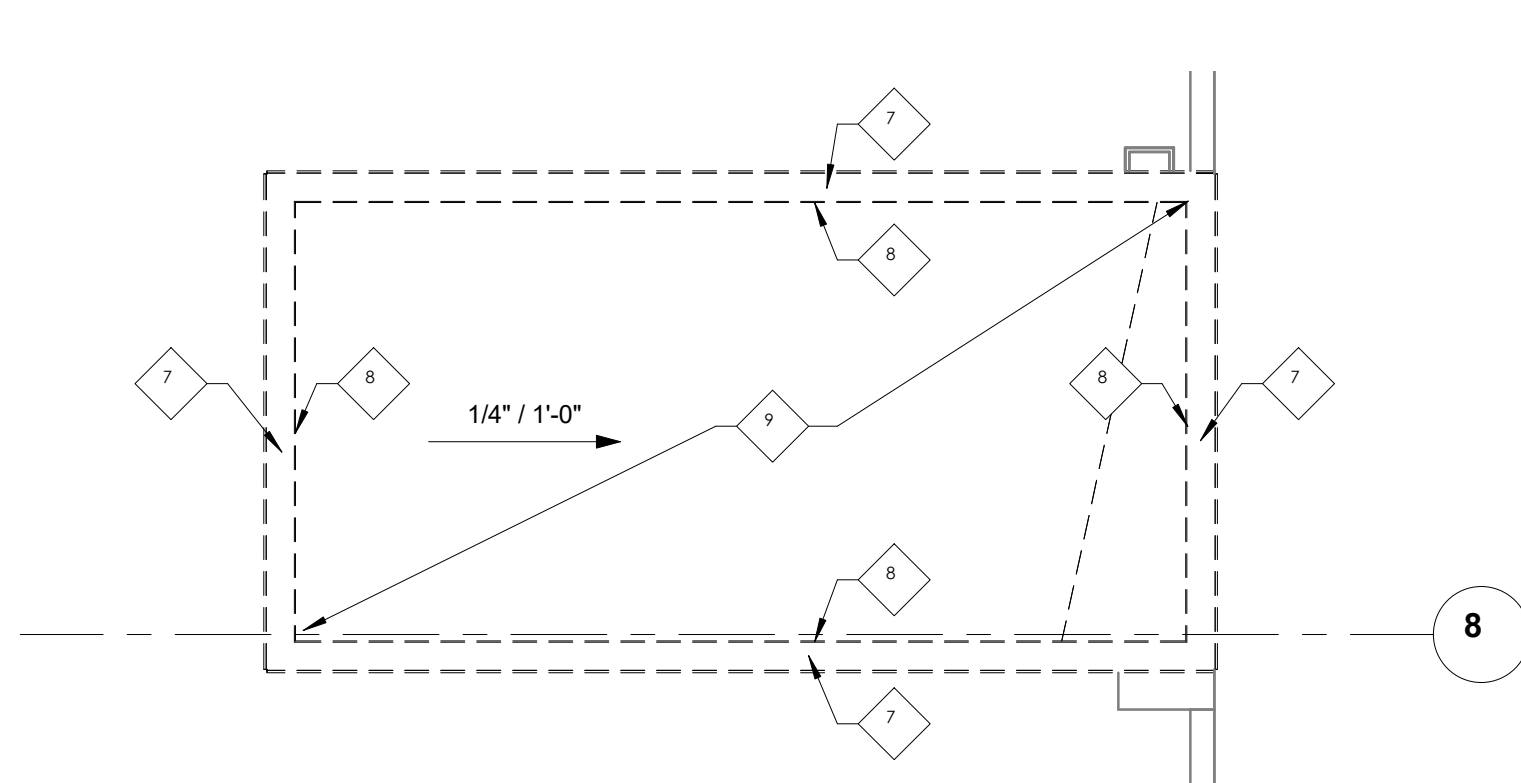
**C3 CURTAINWALL DETAIL**

1 1/2" = 1'-0"



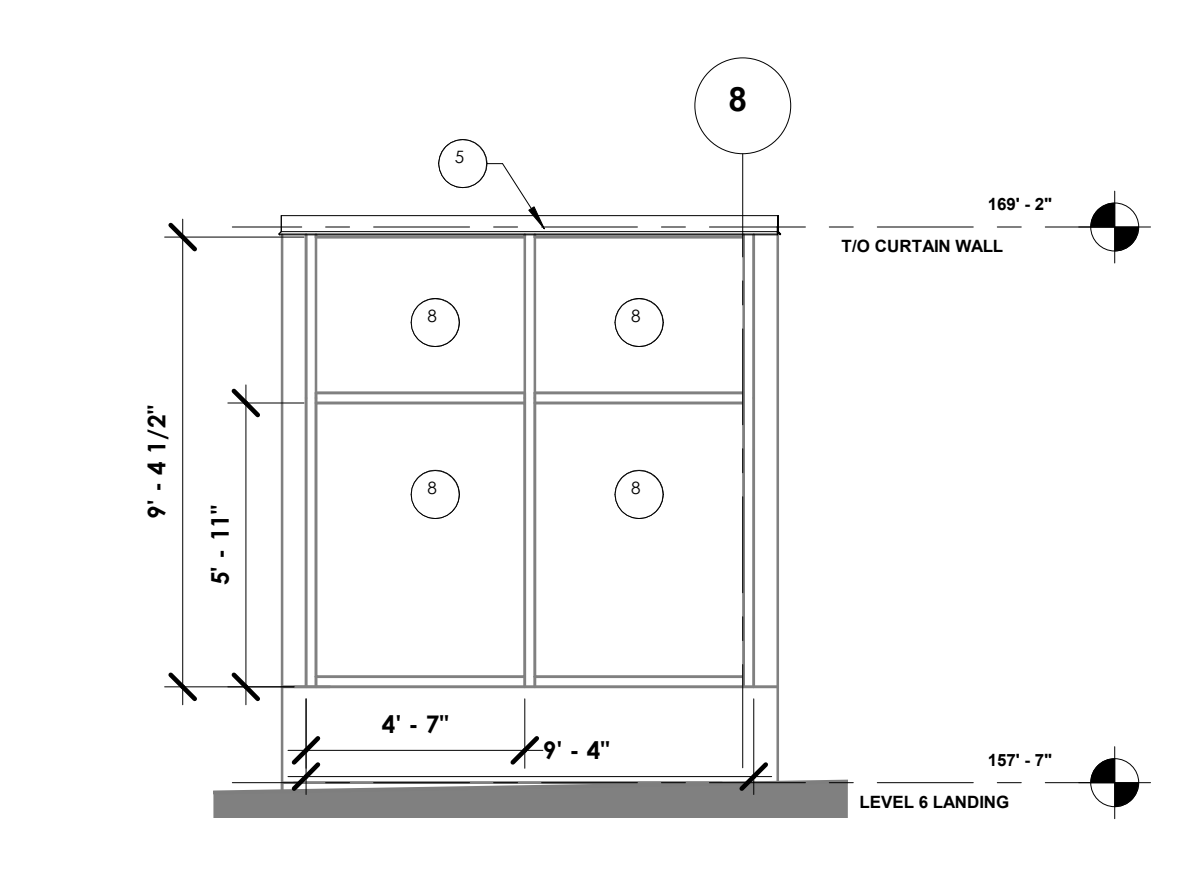
**C2 NORTH ELEVATION - DEMOLITION**

1/4" = 1'-0"



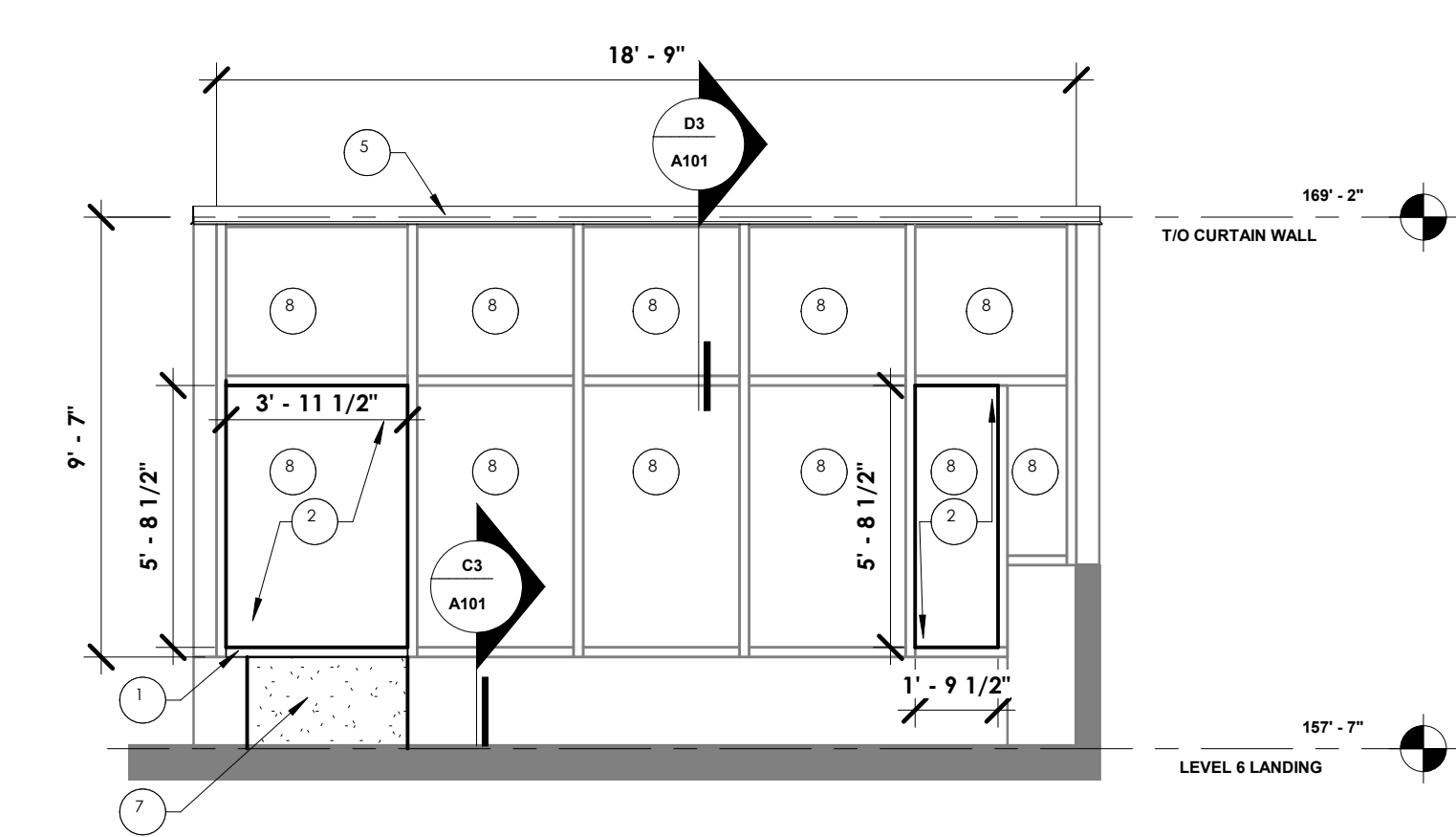
**C1 SOUTHEAST STAIR ROOF PLAN - DEMOLITION**

1/4" = 1'-0"



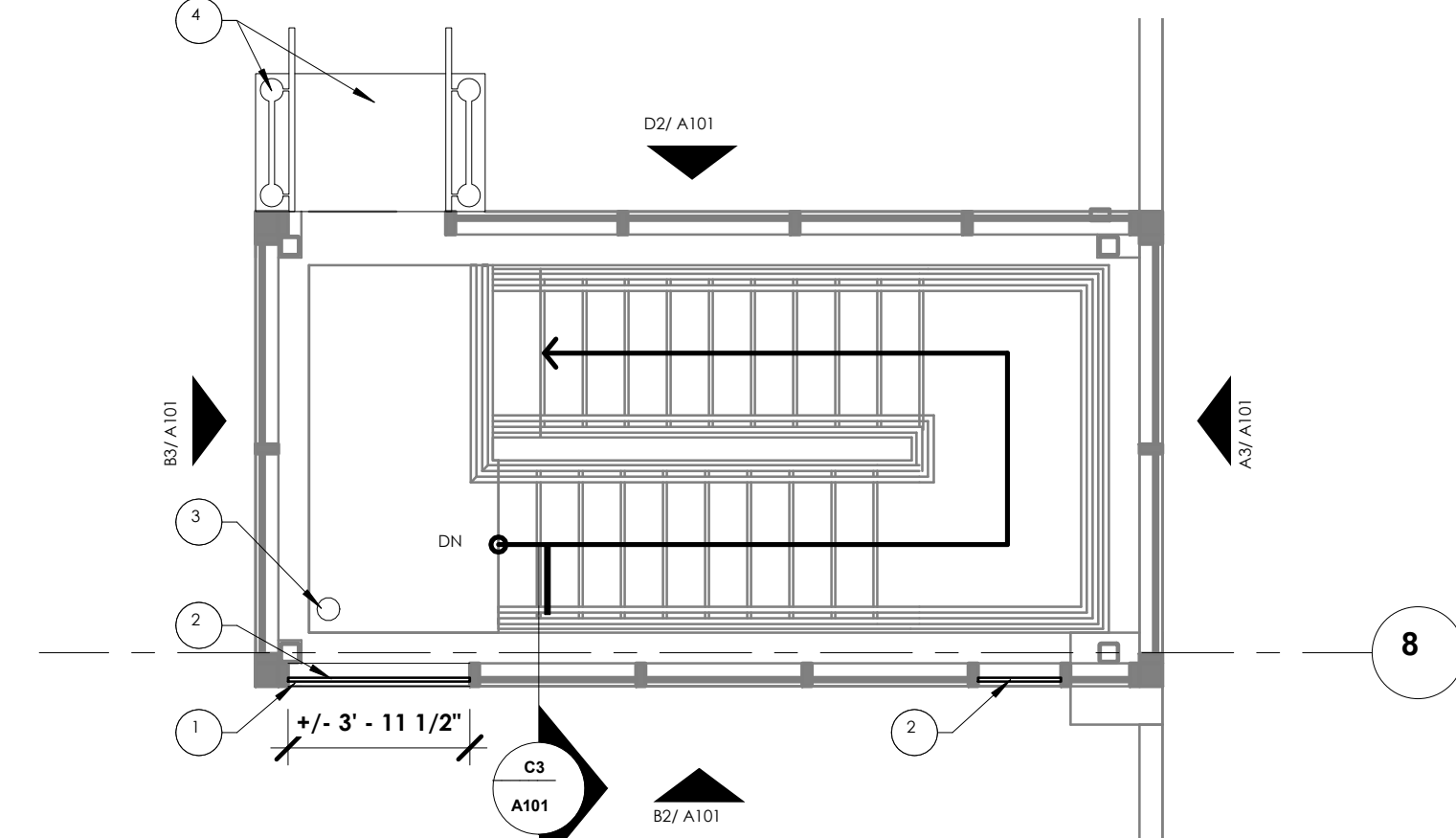
**B3 WEST ELEVATION - NEW CONST.**

1/4" = 1'-0"



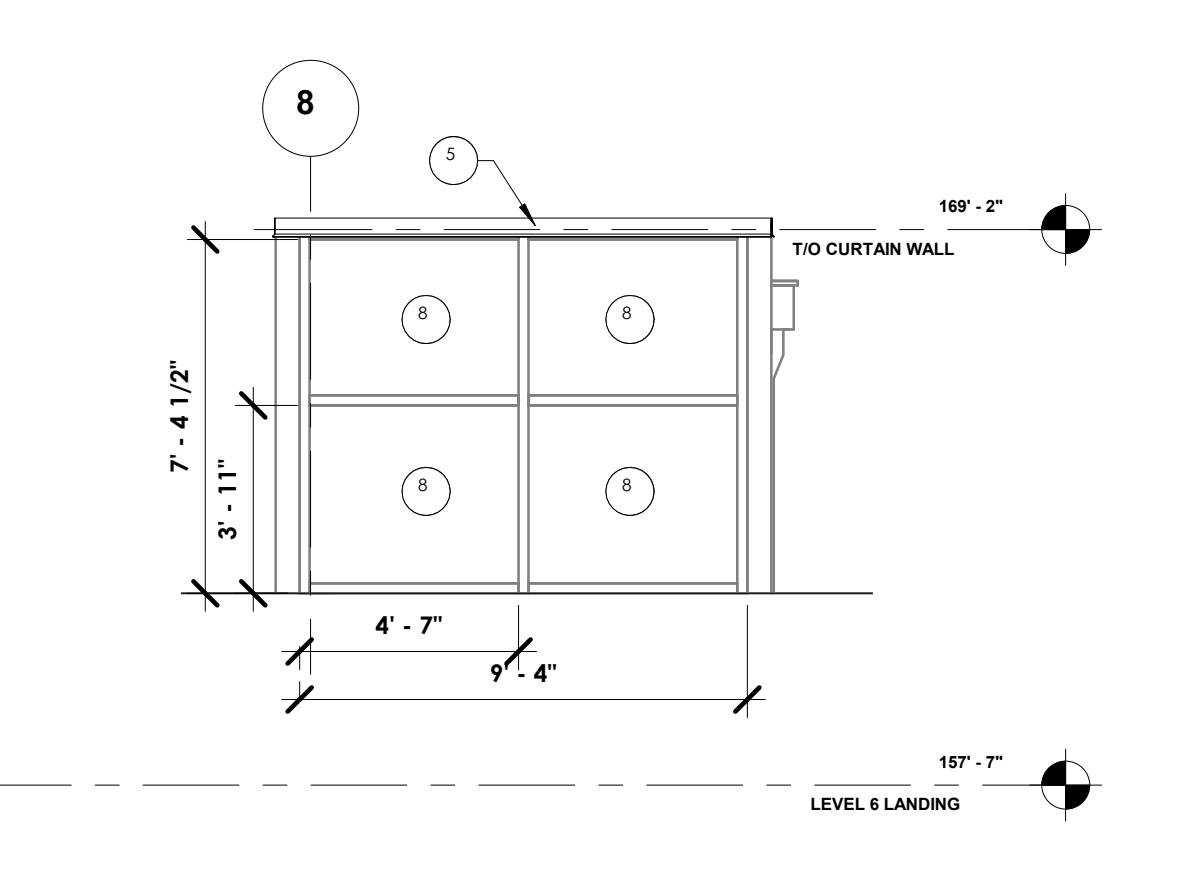
**B2 SOUTH ELEVATION - NEW CONSTRUCTION**

1/4" = 1'-0"



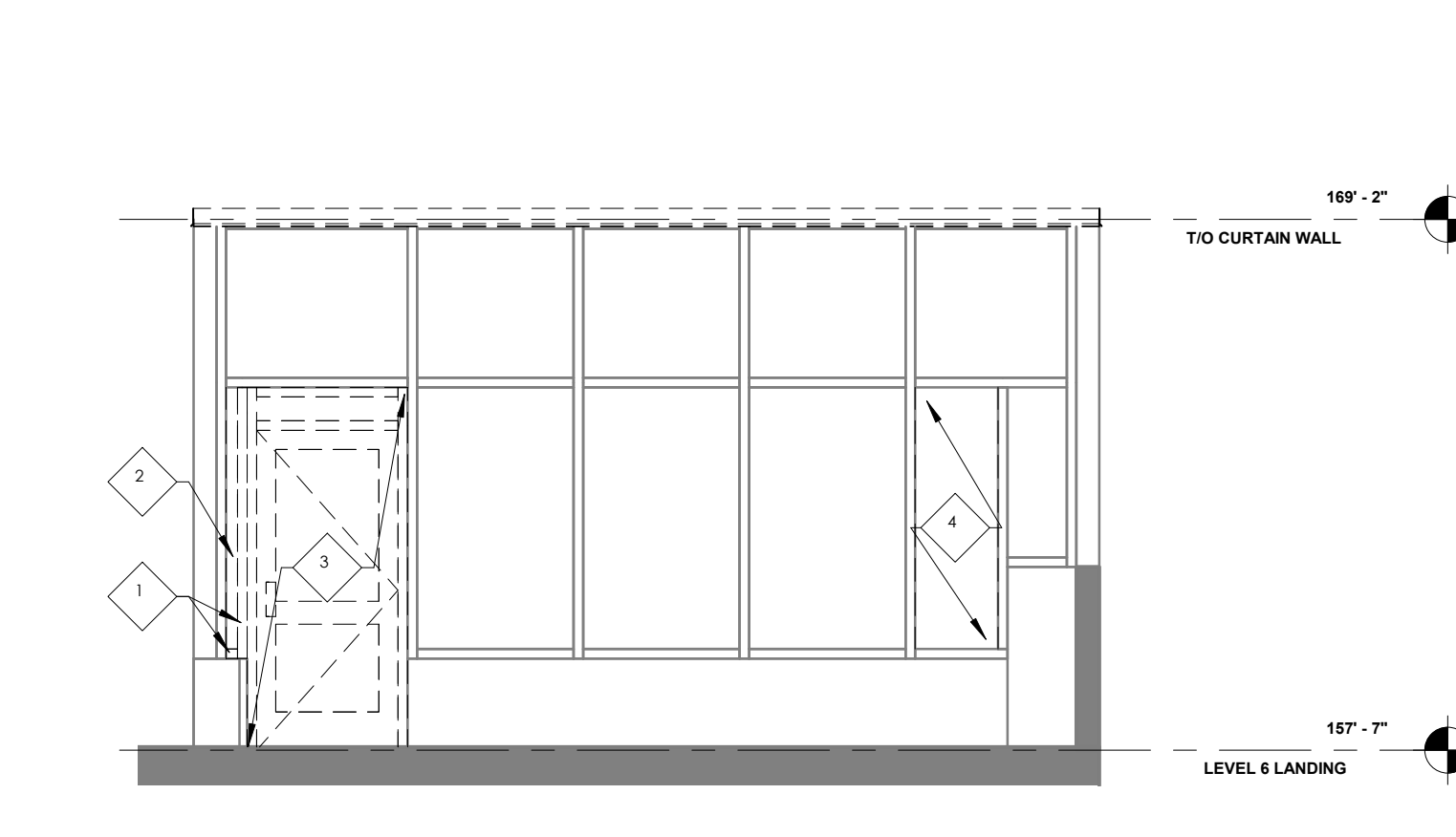
**B1 LEVEL 6 SOUTHEAST STAIR PLAN - NEW CONST.**

1/4" = 1'-0"



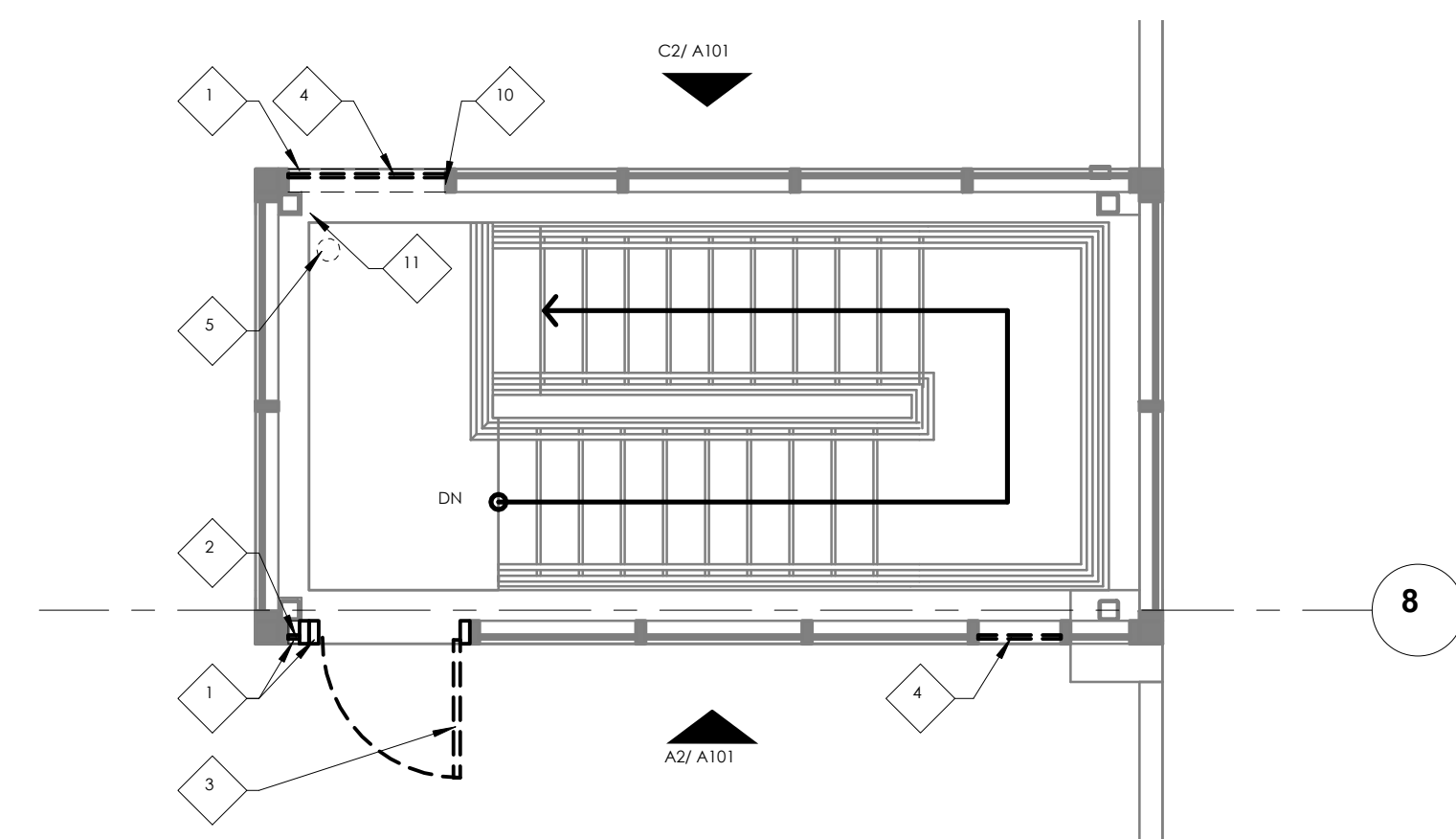
**A3 EAST ELEVATION - NEW CONST.**

1/4" = 1'-0"



**A2 SOUTH ELEVATION - DEMOLITION**

1/4" = 1'-0"



**A1 LEVEL 6 SOUTHEAST STAIR PLAN - DEMOLITION**

1/4" = 1'-0"

**GENERAL CONSTRUCTION NOTES**

- A. DO NOT SCALE DOCUMENTS.
- B. CONSTRUCTION WORK, INCLUDING DEMOLITION, SHALL CONFORM TO APPLICABLE FEDERAL, STATE AND LOCAL CODES AND ORDINANCES. DIMENSIONS ARE BASED ON OWNER'S RECORD DOCUMENTS AND ARE PROVIDED FOR BIDDING PURPOSES. CONTRACTOR TO FIELD VERIFY DIMENSIONS AND BE RESPONSIBLE FOR SAME.
- C. PROTECT ADJACENT PROPERTY FROM DAMAGE DUE TO CONSTRUCTION. DAMAGE OUTSIDE OF PROJECT CONTRACT LIMITS SHALL BE REPAIRED TO THE SATISFACTION OF THE DAMAGED ITEM'S OWNER AT NO COST TO THE OWNER OF THIS PROJECT.
- E. KEEP EXIT CORRIDORS AND STAIRWAYS FREE FROM DEBRIS AND OBSTRUCTIONS AS REQUIRED TO MAINTAIN CONTINUOUS ACCESS TO REQUIRED MEANS OF EGRESS.
- F. MECHANICAL, ELECTRICAL, AND PLUMBING SYMBOLS SHOWN ON ARCHITECTURAL DOCUMENTS ARE FOR COORDINATION ONLY AND DO NOT REPRESENT ELECTRICAL SCOPE OF WORK. REFER TO ENGINEERING DOCUMENTS FOR COMPLETE INFORMATION.

**GENERAL DEMOLITION NOTES**

- A. AREAS AFFECTED BY DEMOLITION ACTIVITIES SHALL BE PATCHED OR REPLACED WITH NEW MATERIALS AND SHALL MATCH EXISTING ADJACENT CONSTRUCTION AND FINISH. PATCHED SURFACES SHALL BE SMOOTH AND UNDETECTABLE UNDER FINAL FINISH.
- B. MAKE DEMOLITION CLEAN AND COMPLETE. PREPARE SUBSTRATES IN A MANNER SUITABLE TO RECEIVE NEW FINISHES.
- C. EXAMINE SURFACES TO BE CUT AND CONDITIONS UNDER WHICH CUTTING IS TO BE PERFORMED. PREPARE A WRITTEN REPORT OF UNSAFE OR UNSATISFACTORY CONDITIONS. PROCEED ONLY AFTER SUCH CONDITIONS ARE CORRECTED.
- D. ALL MATERIALS NOT SALVAGED AS DIRECTED BY THE OWNER, SHALL BE REMOVED FROM THE JOB SITE BY THE CONTRACTOR AND SHALL BE DISPOSED OF IN A SAFE AND PROPER DISPOSAL SITE.
- E. ALL ITEMS SHALL BE DEMOLISHED WITHIN INDUSTRY STANDARDS WITH PROPER TOOLS AND TECHNIQUES TO PROVIDE MINIMAL DAMAGE TO ADJACENT STRUCTURES THAT REMAIN. ALL DEMOLISHED AREAS OF THE BUILDING SHALL BE PROPERLY BARRICADED TO PROTECT OTHER WORKERS AND THE PUBLIC FROM INJURY.

**GENERAL ROOF PLAN NOTES**

- A. COORDINATE MECHANICAL, ELECTRICAL, PLUMBING, STRUCTURAL AND ARCHITECTURAL DOCUMENTS FOR ROOF PENETRATION LOCATIONS AND CONSTRUCTION. REFER ANY PATCHED SURFACES TO ARCHITECT PRIOR TO INSTALLATION OF ANY ASSOCIATED MATERIALS.
- B. ROOF MEMBRANE TERMINATIONS AND FLASHING CONDITIONS SHALL CONFORM TO MANUFACTURER'S RECOMMENDED DETAILS.
- C. MINIMUM SLOPE FOR ROOF AS REQUIRED BY ROOFING MANUFACTURER.

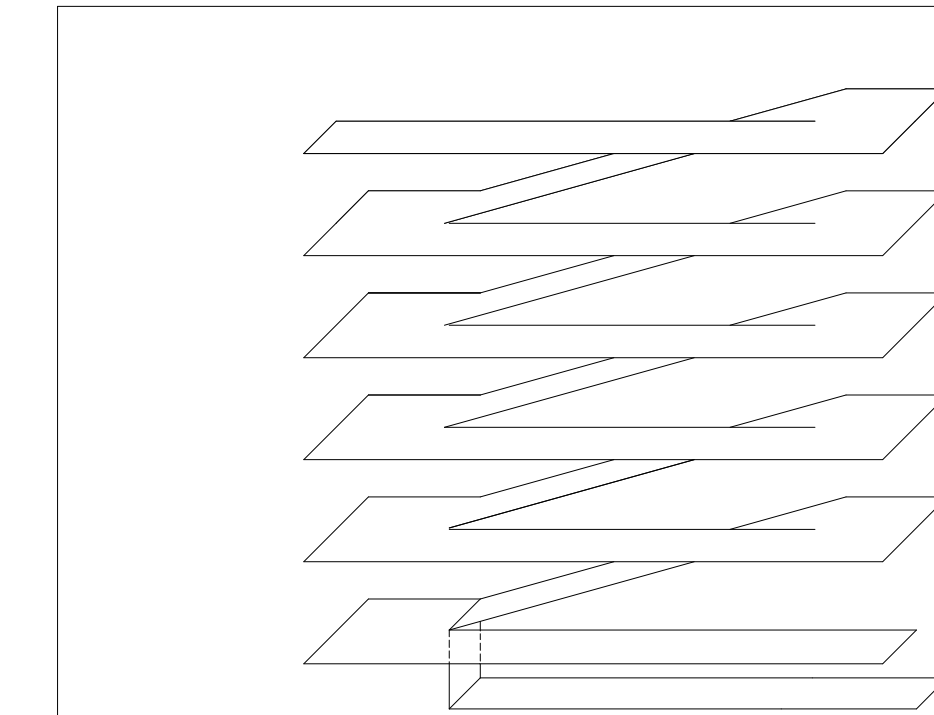
**DEMOLITION NOTES**

- 1 DISMANTLE CURTAINWALL EXTRUSIONS AND SALVAGE FOR REINSTALLATION.
- 2 REMOVE SPANDREL PANEL.
- 3 REMOVE DOOR AND RELATED FRAME FASTENERS AND CLIPS.
- 4 REMOVE GLAZING UNIT.
- 5 DISMANTLE AND SALVAGE SPRINKLER STAND PIPE PER ENGINEERING DRAWINGS.
- 6 REMOVE PORTION OF CONCRETE KNEE WALL PER ENGINEERING DRAWINGS.
- 7 DISMANTLE AND SALVAGE COPING CAP, CLIPS, AND SPLICE JOINTS FOR REINSTALLATION.
- 8 REMOVE SHEATHING AND MEMBRANE FROM BACKSIDE OF CURTAINWALL PARAPET.
- 9 REMOVE ROOF MEMBRANE, COVER BOARD, AND TAPERED INSULATION, NOTIFY OWNER/ARCHITECT IMMEDIATELY OF ANY SUSPECTED DEFICIENCIES IN THE EXISTING ROOF DECK. PREP ROOF DECK TO RECEIVE NEW ROOFING SYSTEM.
- 10 CUT CONCRETE KNEE WALL FLUSH WITH WEST SIDE OF CURTAINWALL EXTRUSION.
- 11 CUT CONCRETE KNEE WALL FLUSH WITH EAST SIDE OF CONCRETE COLUMN PIER.

**NEW CONSTRUCTION NOTES**

- 1 REINSTALL SALVAGED CURTAIN WALL EXTRUSION, CUT AS REQUIRED.
- 2 PROVIDE NEW GLAZING UNIT PER SPECIFICATION 088000.
- 3 REINSTALL SPRINKLER STAND PIPE PER ENGINEERING DRAWINGS.
- 4 GUARDRAIL, HANDRAIL, AND STAIR, SEE ENGINEERING DRAWINGS.
- 5 REINSTALL SALVAGED COPING CAP.
- 6 INSTALL NEW TPO ROOFING SYSTEM PER SPECIFICATION SECTION 075423.
- 7 CONCRETE KNEE WALL BY STRUCTURAL, SEE ENGINEERING DRAWINGS.
- 8 RE-SEAL GLAZING PERIMETER PER SPECIFICATION AND DETAIL C3/A101
- 9 PROVIDE MANUFACTURER'S CLOSURE CHANNEL MOUNTED IN GLAZING CHANNEL TO BALANCE PRESSURE PLATE, MATCH EXISTING CURTAINWALL FINISH.
- 10 REPRODUCE ROOF SYSTEM CONNECTION WITH THROUGH WALL SCUPPER TO MATCH EXISTING CONSTRUCTION.

**KEY PLAN**



**ISOMETRIC - LOOKING EAST**

**CITY OF BLOOMINGTON**

**WALNUT STREET PARKING GARAGE REPAIRS AND WATERPROOFING 2020**

Owner  
City of Bloomington  
Public Works Department

601 N. Morton Street, Suite 120  
Bloomington, Indiana 47404  
812-349-3410

Structural Engineer

CE Solutions Inc.

10 Shoshone Drive  
Carmel, IN 46032  
317-818-1912

Architect

Synthesis Inc.

251 North Illinois Street, Suite 200  
Indianapolis, IN 46204  
317-961-9500

**REVISIONS**

| DATE | DESCRIPTION |
|------|-------------|
|      |             |
|      |             |
|      |             |

**PHASE**

DRAWN BY

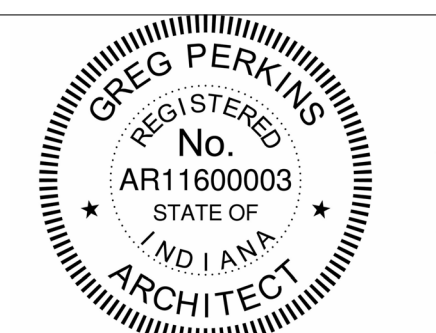
GP

CHECKED BY

BA/GM

APPROVED BY

GP



*Greg Perkins*

**CE Solutions**  
structural engineers  
10 Shoshone Drive 317.818.1912  
Carmel, IN 46032 ccsolutionsinc.com

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SHEET TITLE  
**SOUTHEAST STAIR ARCHITECTURAL PLANS, ELEVATIONS, AND DETAILS**

PROJECT NO. 1490006  
DATE 03/31/20  
SHEET NUMBER **A101**

# GENERAL STRUCTURAL NOTES

All notes hereafter are typically applicable unless noted otherwise on plans, sections, or details.

## GENERAL

- Work shall be performed in accordance with the Construction Procedures on S100 series sheets.
- All work shall be performed in accordance with the Indiana Building Code, 2014 Edition (2012 International Building Code, first printing, with Indiana Amendments).
- Dimensions shown on plan are based on original construction documents. The Contractor is required to field verify all conditions for the purpose of performing the bid and preparing the work.
- Original plans of the parking garage are on file with the City of Bloomington.
- Where new work is to be fitted to old work, the Contractor shall check all dimensions and conditions in the field, and report any errors or discrepancies to the Structural Engineer prior to the fabrication and erection of any new members.
- Existing materials that are to be removed and reinstalled as part of this contract, but become damaged, shall be replaced with approved new material of equivalent quality and appearance at the contractor's expense.
- Do not determine dimensions by "scaling" off the plans. The Contractor shall accept all risk associated with "scaling" and shall be responsible for all inadequate work resulting therefrom. Questions regarding missing or conflicting dimensions shall be directed, in writing, to the Structural Engineer.
- All work shall be performed without damage to adjacent retained work. Adequate protection of areas nearby work against dust, dirt and debris accumulation shall be maintained at all times. Special care shall be used if/when shoring or sandblasting are required. Protect and/or shield all adjacent surfaces from shoring or sandblasting (including windows, glass in doors, vehicles, etc). Any damage shall be repaired with approved new material of equivalent quality and appearance at the contractor's expense. The Garage will remain active while Contractor performs the work thus the Contractor shall perform the work with extreme care to protect pedestrians, vehicles, and Garage ticketing equipment, etc.
- All photos referenced in the Construction Documents are included in the Appendices of the Project Manual.
- Repair locations are shown graphically to assist the Contractor in locating the repair. These locations are approximate and should not be construed as being exact. The Contractor shall use the graphic representations in combination with the photographs to locate repairs. Sounding tests (i.e. chain dragging and/or hammer sounding) may be required to locate areas of deteriorated/delaminated concrete. All repairs will be marked by the contractor and reviewed by the Structural Engineer. The Structural Engineer shall be notified for review.
- The Contractor shall relocate any conduit that interferes with the proposed work. Conduit relocation to be approved by the City of Bloomington. Please note that conduit may be present in the slab. Exercise extreme caution while performing concrete repairs. Damaged conduit shall be repaired with approved new material of equivalent quality and appearance at the contractor's expense.
- The location of sleeves or openings not shown in structural members shall be approved by the Structural Engineer.
- Contractor shall not store materials on the elevated floors of the garage without the approval of the Engineer of Record and the City of Bloomington. Forklift or other construction vehicles shall not be allowed on the elevated garage floors without the prior approval of the Structural Engineer and the Indianapolis Airport Authority (loading restrictions will apply).
- Any concentration of tools or materials for contractor immediate use placed within the parking garage shall not exceed 40 psf to avoid overload on elevated decks.

## CONCRETE REPAIR

- See specifications and repair procedures for concrete repair requirements.

## POST-TENSIONED CONCRETE REPAIR

- PT is used as abbreviation on Post-Tensioned throughout the documents.
- Exercise extreme caution when removing deteriorated concrete in post-tensioned structural members.
- Unless otherwise indicated, the need for temporary shoring of structural members being repaired shall be the responsibility of the contractor. If shoring is required, notify the Structural Engineer.

## DESIGN INFORMATION

- Building Code:  
Indiana Building Code, 2014 edition (2012 International Building Code, first printing, with Indiana Amendments)
- Reinforcing Steel: ASTM A615, Grade 60
- Structural Steel:  
Structural steel angles: ASTM A36  
Structural steel channel: ASTM A36  
Structural steel plates: ASTM A36

## REPAIR ABBREVIATIONS

Type of repair :

- EC - Elastomeric Coating, see Elastomeric Coating Procedure (EC)
- EI - Epoxy Injection, see Epoxy Injection Procedure (EI)
- EJ - Expansion Joint Replacement, see Expansion Joint Replacement Procedure (EJ)
- CC - Clean and Coat see Clean and Coat (CC)
- P - Partial Depth Concrete Patch, see Partial Depth Concrete Patch Procedure (P)
- LR - Landing Repair, see details
- RS - Rout and Seal, see Rout and Seal Procedure (RS)
- S - Silane Seal, see Concrete Sealing Procedure (S)
- TC - Traffic Coating Replacement, see Traffic Coating Replacement Procedure (TC)
- TR - PT Tendon End Anchor Pocket Repair, see PT Tendon End Anchor Pocket Repair Procedure (TR)

Quantity of proposed repair work:

- LS - Lump sum
- LF - Linear foot
- SF - Square foot
- EA - Each

Surface Abbreviations:

- BM - Beam
- C - Column
- DK - Deck (Slab)
- PC - Precast Wall Panel
- W - Wall
- LD - Stair Case Landing

## REPAIR PROCEDURES

### Clean and Coat Procedure (CC):

This procedure shall be used to coat all exposed reinforcing steel and embed plates where indicated.

Repairs shall be as specified and shall include, but not limited to, the following sequential steps:

- Adequately protect surrounding areas from damage.
- Remove any corrosion which may be present by wire brush or sandblasting.
- Remove any loose concrete around reinforcing steel and embedded plates.
- Thoroughly clean all areas by lightly sandblasting or shot blasting and blowing clean with oil free compressed air.
- Coat all exposed steel reinforcement surfaces with corrosion inhibitive coating per specifications 03 9000 Concrete Rehabilitation. Follow manufacturers requirements for coat thickness and surface preparation.
- Protect coated area until coating has cured.
- See Specifications and General Structural Notes for additional information.

### Elastomeric Coating Procedure (EC):

This procedure shall be used to paint all structural concrete framing members as indicated on the plans. Contractor shall paint all accessible surfaces of the member as indicated. Data sheets of the specified paint shall be submitted to the Structural Engineer.

Repairs shall be in accordance with product manufacturer's written instructions and shall include, but not be limited to, the following sequential steps.

- Adequately protect surrounding areas from damage.
- Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly. If necessary use an open textured sandpaper (CSP-3), blast cleaning, or high speed waterjetting to prepare the surface.
- Allow the surface to dry thoroughly.
- Paint indicated concrete members surfaces with elastomeric paint per specification 07 9653 Elastomeric Coating.
- Protect painted area until coating has cured.
- Color of paint shall match existing.
- See detail 3/S-002 for additional information.
- See Specifications and General Structural Notes for additional information.

### Epoxy Injection Procedure (EI):

Repairs shall be in accordance with product manufacturer's written instructions and shall include, but not be limited to, the following sequential steps:

- Clean all areas to be injected. Remove all debris, mineral deposits, and existing sealant materials so that cracks and joints can be seen clearly enough to layout the drilling pattern for the injectors. Use one or more of the following techniques: hammer and chisel, wire brush, grinding wheel, shotblast, power washing.
- Drill appropriate injection ports based upon injection system used and per epoxy manufacturer's recommendations. Pressure wash holes and cracks and allow to dry. Note: Surface mounted entry ports may be used, as appropriate. If cracks are blocked, such as with calcified concrete, drilled injection ports shall be used, as specified.
- Install injection ports into the drilled holes.
- Seal around injection ports and the crack surface using manufacturer specified sealant.
- When the sealer is fully cured, begin injecting at the lowest port on vertical surfaces or at the widest location on horizontal surfaces. Cap the port being injected when pure resin flows out of the next port and move on to that port. Continue injecting the length of the crack until it is completed.
- Injection ports removal and grinding surfaces smooth is required at all locations after epoxy adhesive has cured.
- See Specifications and General Structural Notes for additional information.

### Concrete Surface Sealing Procedure (S):

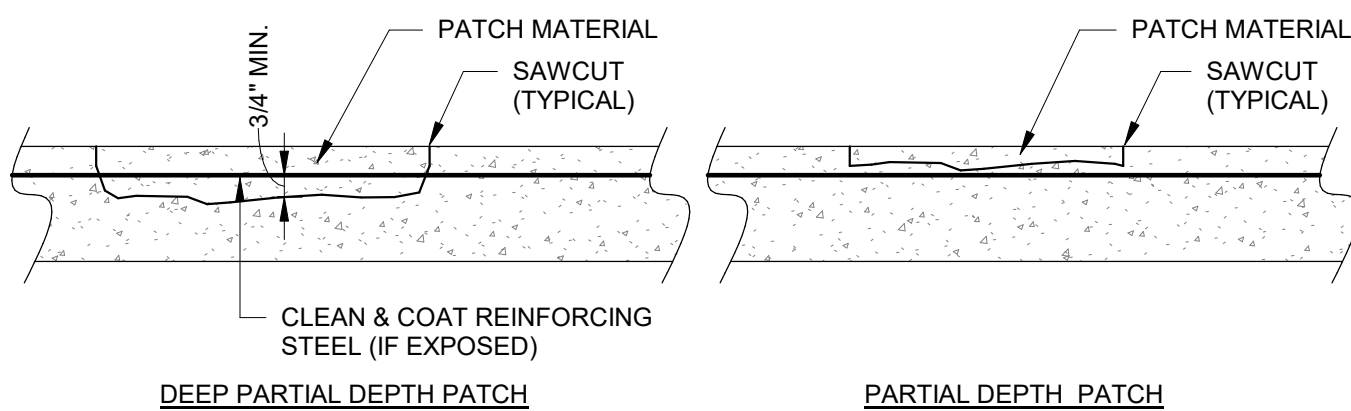
Repairs shall be in accordance with product manufacturer's written instructions and shall include, but not limited to, the following sequential steps:

- Adequately protect surrounding areas from damage.
- All surface repairs, including patching and crack repairs, shall be completed and sufficiently cured prior to sealer application.
- Thoroughly prepare the concrete surface by removing dirt, vegetation, oil, grease, curing compounds, and any other surface contamination/incompatible materials that might affect sealer application. Surface preparation shall be per manufacturer's recommendation.
- Verify that substrates are visibly dry and free of moisture prior to application.
- Apply sealer per manufacturer's recommendations. Refer to manufacturer's recommendations for acceptable weather conditions for proper application.
- Immediately clean sealer from adjoining surfaces and surfaces soiled or damaged by sealer application as work progresses. Repair damage caused by sealer application. Comply with manufacturer's written cleaning instructions.
- Level 2 (Non-Traffic coated area) and level 3 decks shall be sealed with Techcrete 2500.
- Elevated decks above level 3, and other concrete surfaces shall be sealed with a silane sealer product per specifications.
- Adequately protect and cure per manufacturer's recommendations.
- Upon curing of sealer on top of slab surfaces, re-stripe the deck per specification 32 1220 Pavements Marking.
- See Specifications and Structural General Notes for more information.

### Partial Depth Concrete Patch Procedure (P):

Repairs shall be in accordance with product manufacturer's written instructions and shall include, but not be limited to, the following sequential steps:

- Adequately protect surrounding areas from damage.
- Determine exact extents of deteriorated concrete by hammer or chain drag sounding. Mark areas for removal by simplifying and squaring off boundaries of spalled and delaminated areas. Unless otherwise noted, patches are assumed to be 2" deep. Should it be determined that deeper patch is required, contact the Structural Engineer for evaluation before proceeding.
- Sawcut (1" or depth of reinforcement cover, whichever is less) the perimeter of the area to be patched. Do not cut steel reinforcement.
- Remove all deteriorated concrete by sandblasting or by hand-held pneumatic hammers, 10 pounds maximum weight. Removal shall continue until sound concrete is exposed. Removal shall be of adequate depth and of appropriate surface profile to meet patching material manufacturer's recommended minimum application thickness. Remove limited portions of sound concrete around reinforcing steel, enough to provide adequate anchorage of new concrete. If abandoned conduit is within the patch area, perform the repair in accordance with the Special Patch Procedure (P - SP). CONTRACTOR SHALL VERIFY THAT EMBEDDED CONDUIT IS ABANDONED PRIOR TO CUTTING/REMOVING.
- Remove any corrosion which may be present on any exposed reinforcing steel by wire brush or shotblasting. Where section loss of a single mild/non-prestressed reinforcing bar is more than 25 percent, or 20 percent in 2 or more adjacent bars, provide supplemental reinforcement. Supplemental reinforcing steel will be required where exposed, corroded reinforcement is noted in the repair schedules. Replacement bars shall match existing size and spacing. Remove additional concrete as necessary to provide at least a 3/4-inch clearance at existing and replacement bars. Splice replacement bars to existing bars according to ACI 318, by lapping, or using mechanical couplings.
- Thoroughly clean all concrete removal areas by lightly shotblasting and blowing clean with oil free compressed air.
- Brush apply anticorrosion agent to exposed reinforcing steel and replacement bars only and allow to dry per manufacturer's recommendations. Do not apply anticorrosion inhibitor to concrete surfaces. Follow manufacturer's recommendations for maximum open time between application of anticorrosion agent and patching mortar or concrete.
- Thoroughly water soak all concrete removal areas prior to placing patching material. Surface should be in saturated, surface dry (SSD) condition (no standing water).
- Apply a scrub coat of cement slurry to patch surfaces.
- Form as required when patching vertical or overhead repairs.
- Mix and apply patching material per manufacturer's recommendations. In general, place patching mortar by troweling toward edges of patch to force intimate contact with edge surfaces. For large patches, fill edges first and then work toward center, always troweling toward edges of patch. At fully exposed reinforcing bars, force patching mortar to fill space behind bars by compacting with trowel from sides of bars.
- If multiple lifts are required, follow manufacturer's recommendations for lift thickness and surface preparation required. Allow each lift to reach final set before placing subsequent lifts.
- Follow manufacturer's recommendations for curing requirements.
- See Specifications and General Structural Notes for additional information.

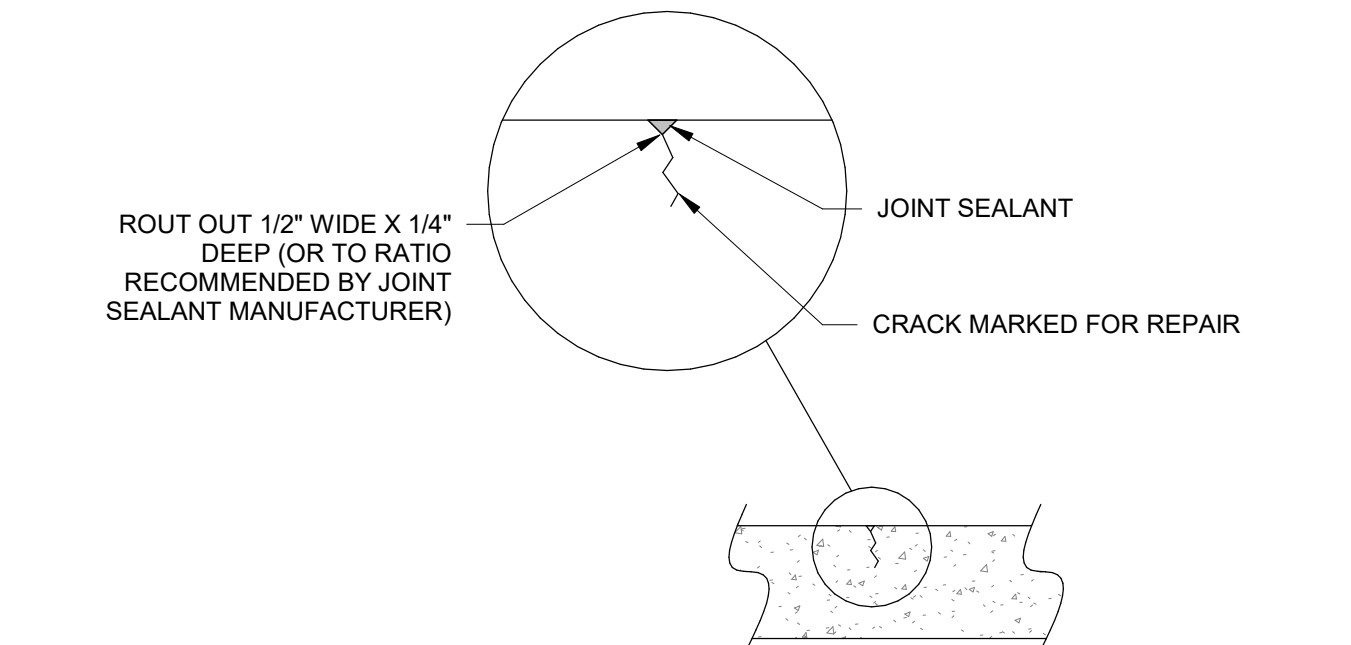


TYPICAL PATCH DETAIL  
NO SCALE

### Rout and Seal Procedure (RS):

Repairs shall be in accordance with product manufacturer's written instructions and shall include, but not be limited to, the following sequential steps:

- Rout out crack as shown below. Follow joint sealant manufacturer's recommended depth to width ratio.
- At wide cracks (crack width > 1/8") rout out and square up edges to achieve a 1/4" (minimum) deep "edge" for urethane bonding.
- Clean crack thoroughly with oil-free compressed air, shotblasting as required. See General Structural Notes for additional shotblasting requirements.
- Repair pop outs and large voids along the crack with an epoxy sand mortar (mix ratio per manufacturer's recommendations). After cure, sawcut 1/8" wide x patch thickness deep through the repair along the crack line. Clean saw-cut and crack thoroughly with oil-free compressed air, shotblasting as required. The sawcut shall be filled with sealant as specified below. (The intent is for the sealed sawcut to allow crack movement through the epoxy repair.)
- Prime surface if required or recommended by manufacturer.
- Install backer rod (if necessary). Do not leave gaps between ends of sealant backer rod. Do not stretch, twist, puncture, or tear sealant backing. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- Install sealant according to manufacturer's recommendations and per ASTM C 1193. Ensure that sealant depth to width ratio is as recommended by manufacturer. Appropriate non-sag product shall be used at sloped areas.
- Immediately after sealant application and before skinning or curing begins, tool sealant to form smooth, uniform beads, to eliminate air pockets, and to ensure contact and adhesion of sealant with sides of crack.
- Clean off excess sealant or sealant smears adjacent to cracks as the Work progresses by methods and with cleaning materials approved in writing by manufacturer.
- Protect and cure sealant per manufacturer's recommendations.
- See Specifications and Structural General Notes for additional information.



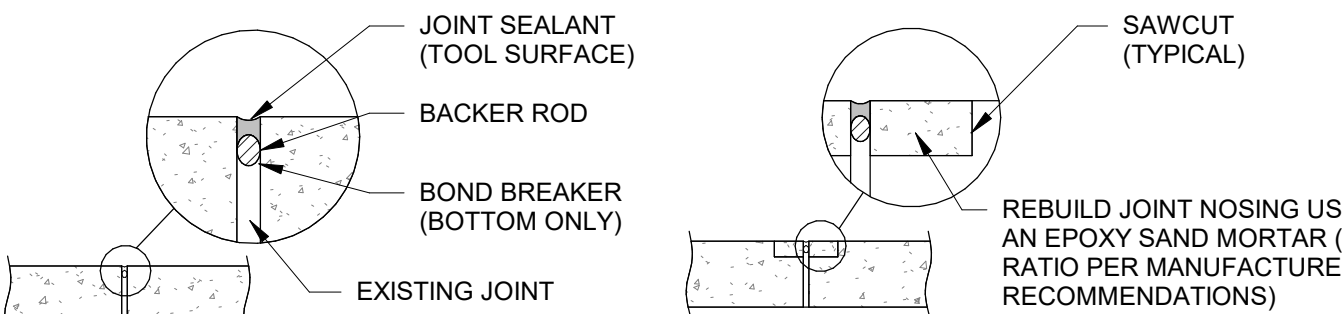
ROUT AND SEAL REPAIR DETAIL  
NO SCALE

### Urethane Joint Repair Procedure (UJ):

Urethane joints shall be placed between the tunnel top and adjacent concrete (sidewalk) areas, at construction joints in the tunnel top, and as specified in the drawings. Expansion joints in the tunnel top shall be repaired/ sealed with preformed joint material per the Exterior Concrete Expansion Joint Repair Procedure.

Repairs shall be in accordance with product manufacturer's written instructions and shall include, but not be limited to, the following sequential steps.

- Remove previous joint sealant (full depth) and backer rod (if any).
- Shotblast all joint faces to remove any oil, grease, residues or foreign matter that could interfere with adhesion. Clean up with oil-free compressed air and/or vacuum cleaner. See General Structural Notes for additional sandblasting requirements.
- Rebuild joint nosing using epoxy sand mortar as needed and allow to cure. For bidding purposes, assume that 25% of each existing joint will require nosing repair. (Joints at new concrete tunnel top areas should not require nosing repair). See Specifications for epoxy product information, mix with sand per manufacturer's recommendations.
- Prime surface if required or recommended by manufacturer.
- Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.
- Install new backer rod (if necessary). Do not leave gaps between ends of sealant backer rod. Do not stretch, twist, puncture or tear sealant backing. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- Install joint sealant according to manufacturer's recommendations and per ASTM C 1193. Ensure that sealant depth to width ratio is as recommended by manufacturer. Appropriate non-sag product shall be used at curbs, vertical and sloped areas.
- Immediately after sealant application and before skinning or curing begins, tool sealants to form smooth, uniform beads to eliminate air pockets and to ensure contact and adhesion of sealant with sides of joint.
- Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with saturating material approved in writing by manufacturer's of joint sealants and of products in which joints occur.
- Protect joint from dirt and traffic until cured.
- See Specifications and General Structural Notes for additional information.



TYP. URETHANE JOINT REPAIR DETAIL  
NO SCALE

TYP. JOINT NOSING REPAIR DETAIL  
NO SCALE

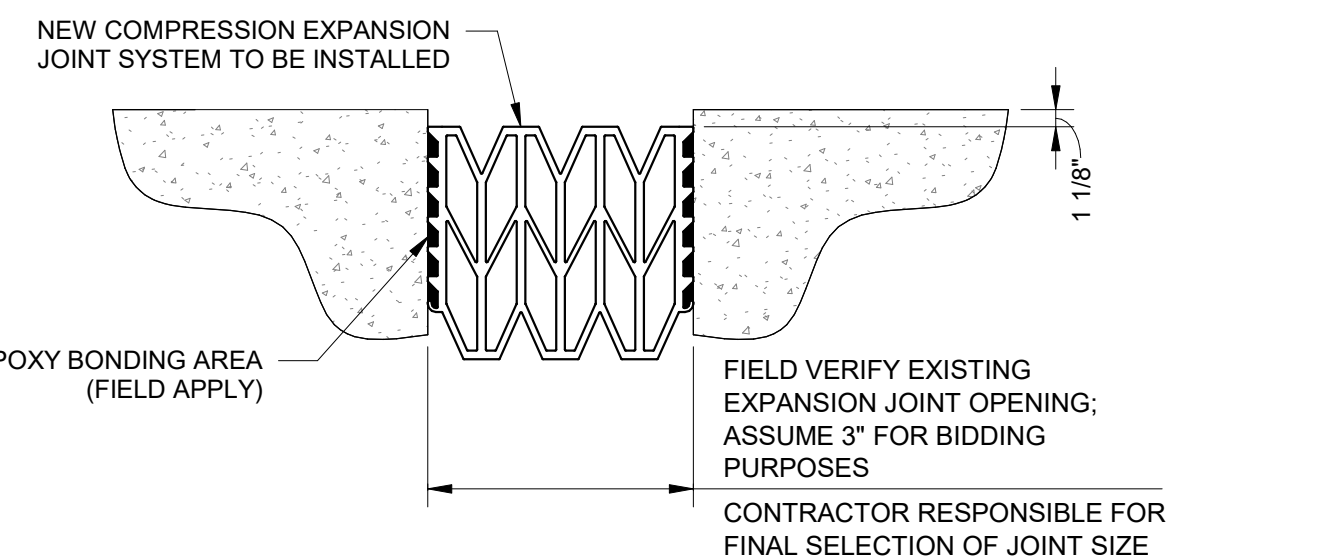
### PT Tendon End Anchor Pocket Repair Procedure (TR):

- Repairs shall be in accordance with product manufacturer's written instructions and shall include, but not be limited to, the following sequential steps.
- Contractor shall protect the PT anchors at all times.
- Contractor shall locate and mark tendon anchor pockets to be replaced at the edge of the slab by visual inspection of pocket only (displacement and sign of moisture: grease, corrosion, etc.) -DO NOT hammer sound slab tendon anchor pockets.
- Once all tendon anchor pockets to be replaced have been identified, contractor shall coordinate a final review with Structural Engineer. Contractor shall not remove existing tendon anchor pockets prior to review by Structural Engineer.
- Remove the existing tendon anchor pocket mortar by hand chipping or mechanically. Take extreme care to not damage PT tendon anchor steel.
- Remove all surface contamination around anchor pockets by washing with an appropriate cleaner, rinse thoroughly.
- Inspect the condition of the PT tendon anchor and remove corrosion, if present. If the PT tendon anchor shows loss of section, contractor shall contact the Structural Engineer.
- Apply a corrosion inhibitor on the PT anchor and tendon before installing the new mortar pocket.
- Install new mortar pocket material following manufacturer's recommendations
- Clean and protect area until mortar anchor pocket has properly cured.
- Once all tendon anchor pockets have cured, apply new elastomeric coating; See Elastomeric Coating Procedure (C). DO NOT USE BLAST CLEANING OR HIGH WATER SPEED WATERJETTING AFTER ANCHOR POCKETS HAVE BEEN REPLACED.
- See detail 3/S-002 for additional information.
- See general notes and specifications for more information.

### Expansion Joint Replacement Procedure (EJ)

Repairs shall be in accordance with product manufacturer's written instructions and shall include, but not be limited to, the following sequential steps:

- Clean all areas to be sealed. Remove all debris, mineral deposits, and existing sealant materials.
- Sandblast all joint faces to remove any oil, grease, residues, or foreign matter that could interfere with adhesion. Clean up with oil-free compressed air and/or vacuum cleaner. See General Structural Notes for additional sandblasting requirements.
- Rebuild joint nosing using epoxy sand mortar as needed and allow to cure. See Specifications for epoxy product information, mix with sand per manufacturer's recommendations.
- Proper sizing of the expansion joint seal is critical. Contractor shall assume a 3" expansion joint opening for bidding purposes. ALL JOINT SIZES SHALL BE FIELD VERIFIED AND JOINT SEAL SIZED ACCORDINGLY.
- Install joint seal according to manufacturer's recommendations and to achieve the warranty. Joints used in this repair shall be per specification 07 9000 Expansion Joint Sealants.
- Clean and protect joint until cured.
- See Specification Sections and General Structural Notes for additional information.



TYPICAL EXPANSION JOINT REPLACEMENT DETAIL  
NO SCALE

# CITY OF BLOOMINGTON

## WALNUT STREET PARKING GARAGE REPAIRS AND WATERPROOFING 2020

### Owner

City of Bloomington  
Public Works Department  
401 N. Morton Street, Suite 120  
Bloomington, Indiana 47404  
812-349-3410

### Structural Engineer

### CE Solutions Inc.

10 Shoshone Drive  
Carmel, IN 46032  
317-818-1912

## REVISIONS

| DATE | DESCRIPTION |
|------|-------------|
|      |             |

## CONSTRUCTION DOCUMENTS

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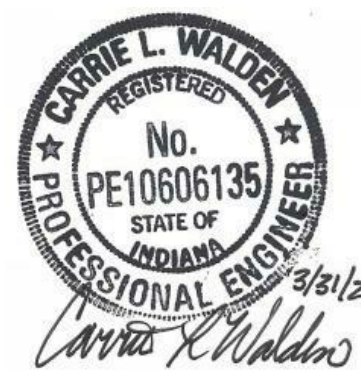
RMS

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SHEET TITLE

## GENERAL NOTES AND REPAIR PROCEDURES

PROJECT NO.

20-108

DATE

03/31/2020

SHEET NUMBER

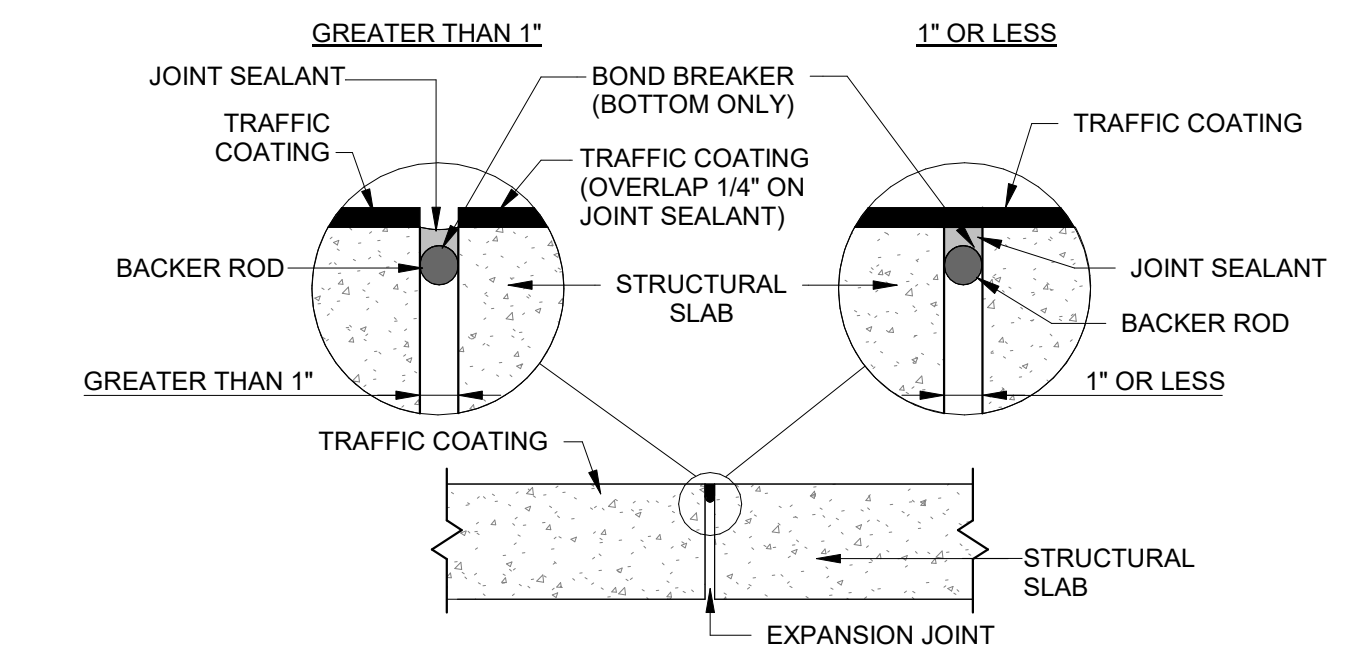
S-001

CONTRACTOR RESPONSIBLE FOR FINAL SELECTION OF JOINT SIZE

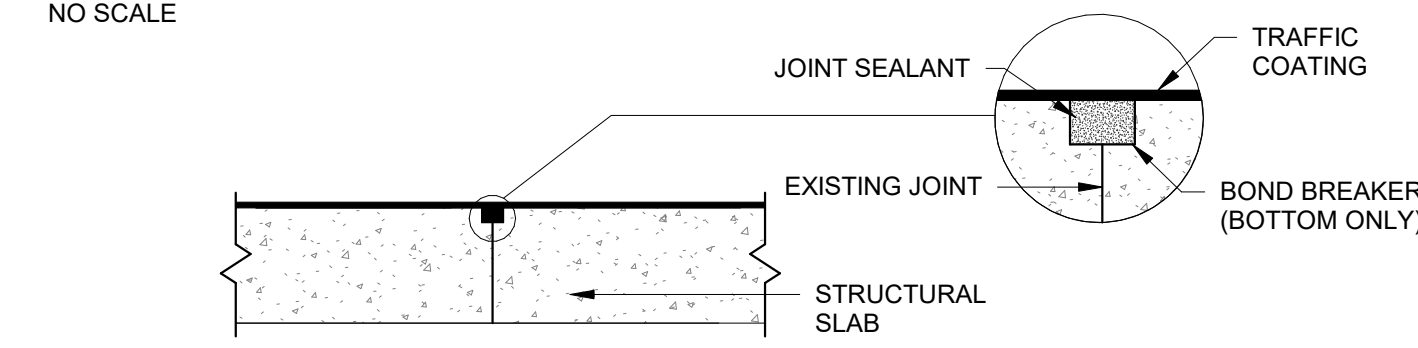
**Traffic Coating Replacement Procedure (TC):**

Repairs shall be in accordance with product manufacturer's written instructions and shall include, but not be limited to, the following sequential steps:

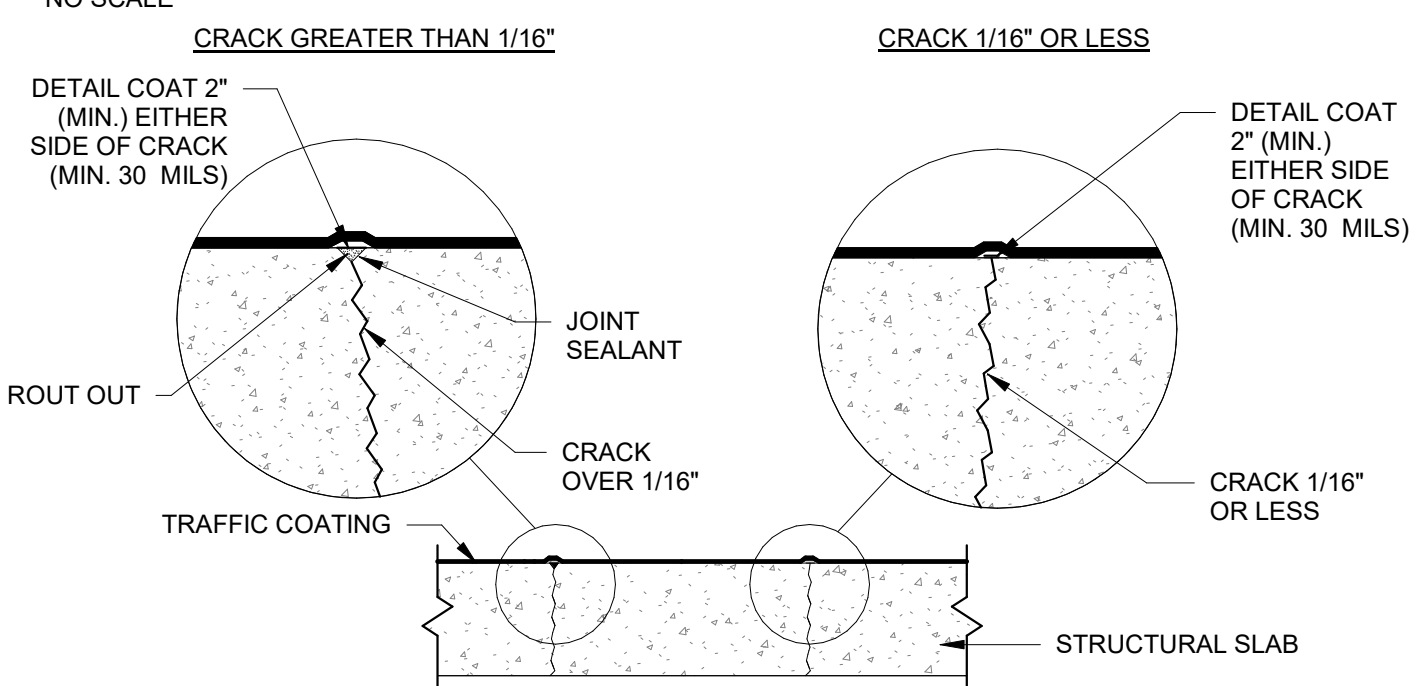
1. Remove all layers of existing traffic coating system as necessary and as recommended by the traffic coating manufacturer for proper adhesion and placement of new traffic coating system and to achieve the traffic coating warranty.
2. All concrete replacement and surface repairs, including patching, joint repairs, crack repairs and other preparatory work, shall be complete and sufficiently cured prior to coating application per ASTM C 1127 and C 1193. See appropriate repair procedures and details. Prestripe (detail coat) all cracks and patch edges per detail below.
3. Thoroughly prepare the surface by removing dirt, vegetation, oil, grease, laitance and other surface contaminating/incompatible materials that might affect coating adhesion. Mechanically abrade concrete surfaces to a uniform profile according to ASTM D 4259. Do not acid etch (coordinate acceptable means with Owner). Remove remaining loose material to provide a sound and clean surface according to ASTM D 4258.
4. Prepare any coating terminations as recommended by the manufacturer.
5. Protect adjoining surfaces (i.e. drains, penetrations, areas not being coated, etc.) to prevent leakage or coating migration. Apply cove sealant per detail below.
6. Verify that substrates are visibly dry and free of moisture detrimental to the application of the traffic coating. Test for moisture by plastic sheet method according to ASTM D 4263 and by calcium chloride method according to ASTM F 1869. Moisture vapor emission rate shall be less than 5 lbs/ 1,000 sqft before traffic coating application.
7. Apply a surface leveling coat of epoxy resin or polyurethane binder using a flat squeegee. Work material into small crack < 1/16" and other surface imperfections (bug holes, pop-outs, etc.) to achieve a uniform surface. If a primer is required apply per manufacturer's recommendations prior to binder placement.
8. Allow surface leveling coat to cure per manufacturer's recommendations.
9. Apply traffic coating to the specified thickness (see project manual) and according to ASTM C 1127 and manufacturer's recommendations. Verify that wet film thickness of each component coat complies with requirements every 100 sq. ft.10. Protect and cure coating per manufacturer's recommendations.
10. Protect and cure coating per manufacturer's recommendations.
11. See details below. See Specifications and General Structural Notes for additional information
12. Apply coating to the specified thickness according to ASTM C 1127 and manufacturer's recommendations.



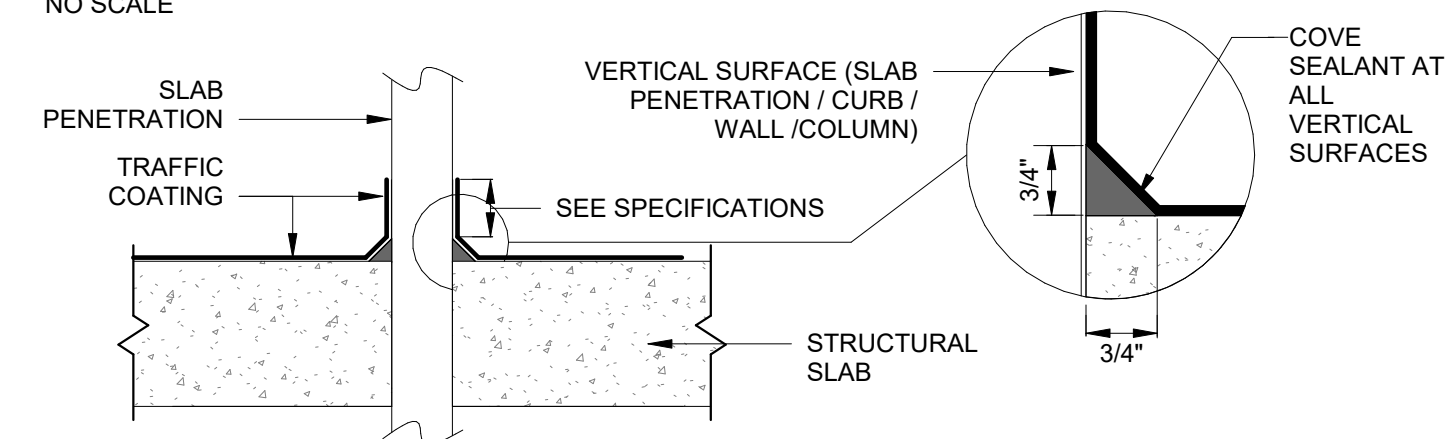
TYPICAL TRAFFIC COATING AT EXPANSION JOINT DETAIL  
NO SCALE



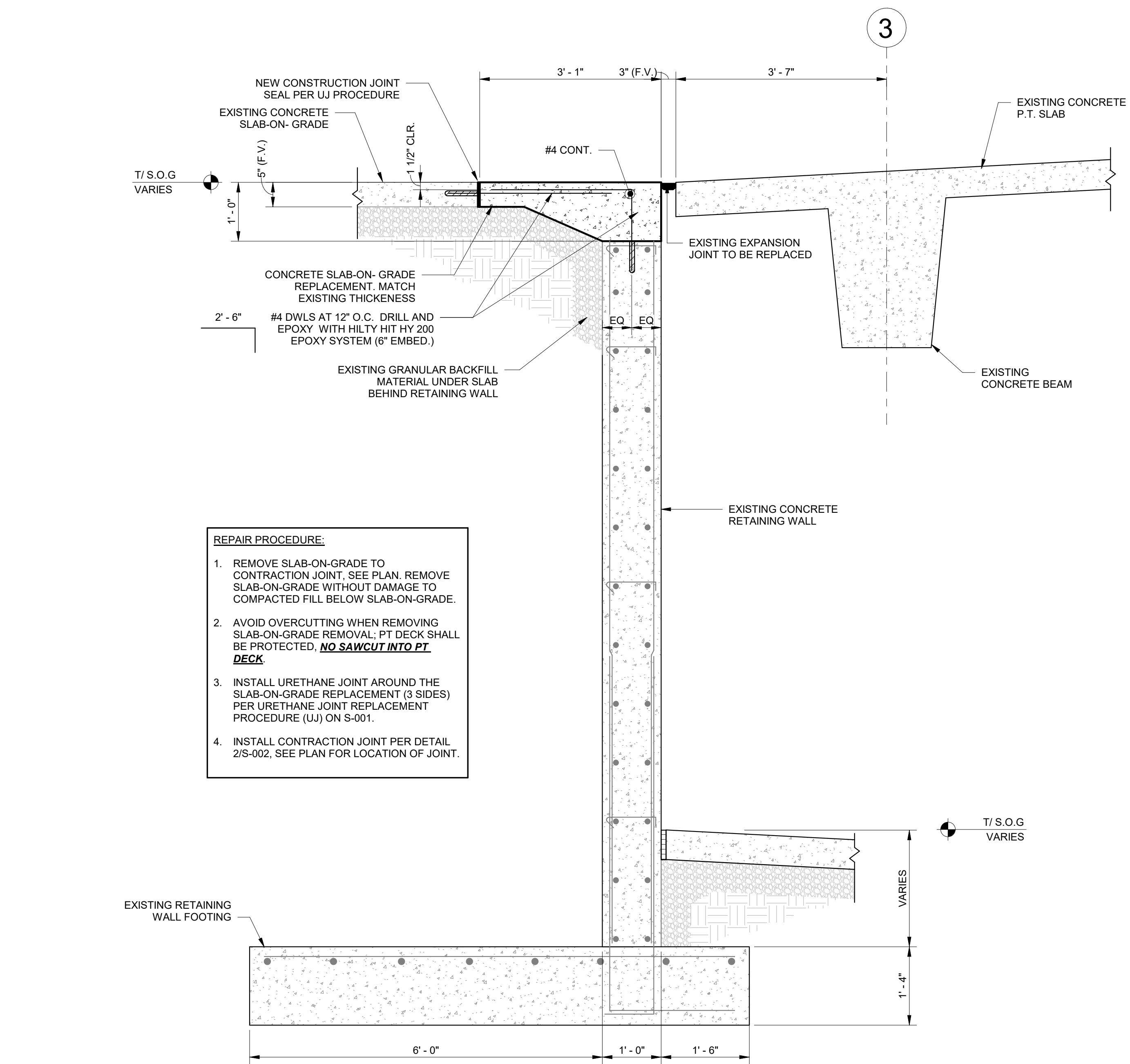
TYPICAL TRAFFIC COATING AT JOINT DETAIL  
NO SCALE



TYPICAL TRAFFIC COATING AT CRACK DETAIL  
NO SCALE



TYP. TRAFFIC COATING AT SLAB PENETRATION / VERT. SURFACE DET.  
NO SCALE

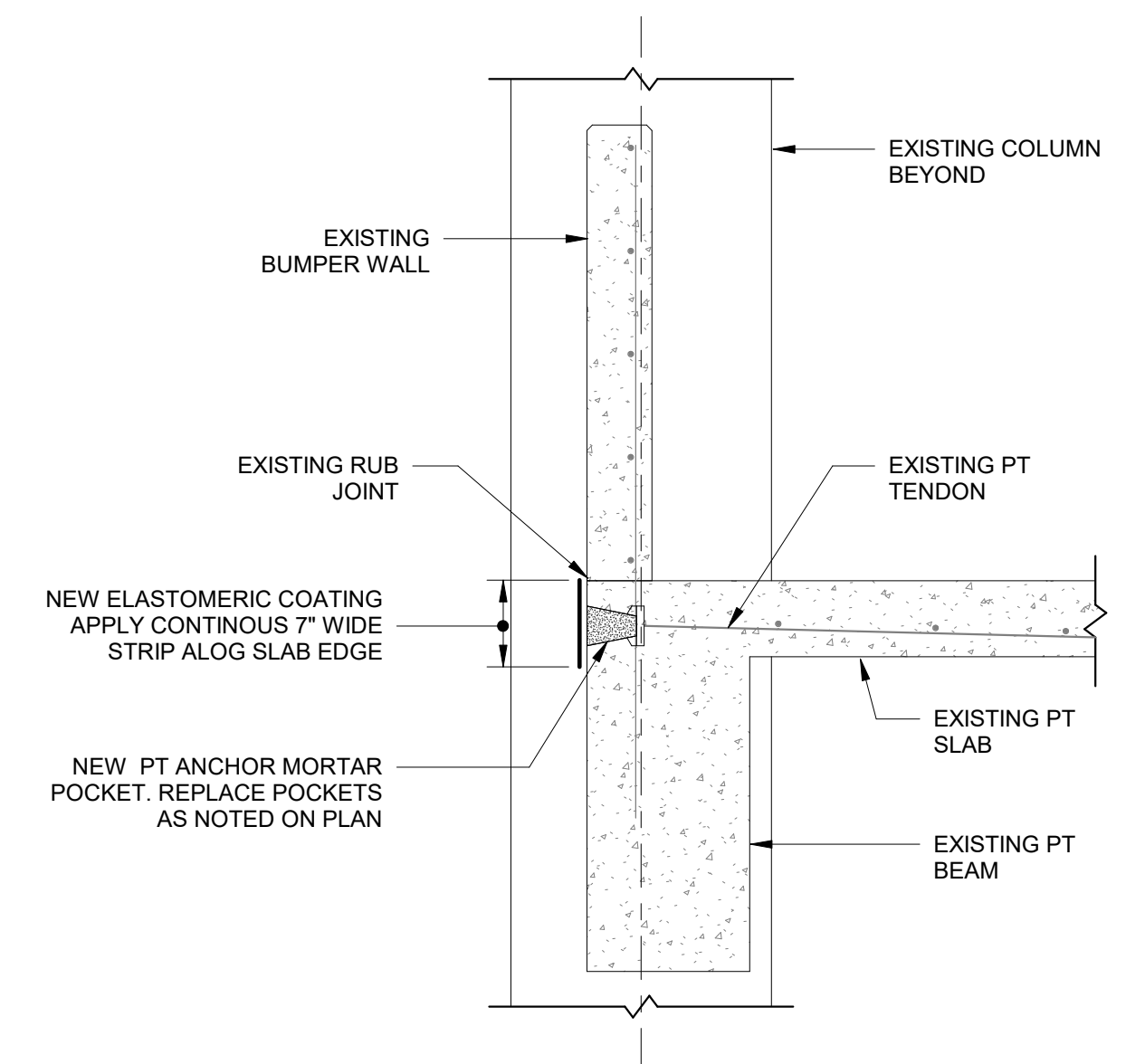


**REPAIR PROCEDURE:**

1. REMOVE SLAB-ON-GRADE TO CONTRACTION JOINT, SEE PLAN. REMOVE SLAB-ON-GRADE WITHOUT DAMAGE TO COMPACTED FILL BELOW SLAB-ON-GRADE.
2. AVOID OVERCUTTING WHEN REMOVING SLAB-ON-GRADE REMOVAL; PT DECK SHALL BE PROTECTED, **NO SAWCUT INTO PT DECK**.
3. INSTALL URETHANE JOINT AROUND THE SLAB-ON-GRADE REPLACEMENT (3 SIDES) PER URETHANE JOINT REPLACEMENT PROCEDURE (UJ) ON S-001.
4. INSTALL CONTRACTION JOINT PER DETAIL 2/S-002, SEE PLAN FOR LOCATION OF JOINT.

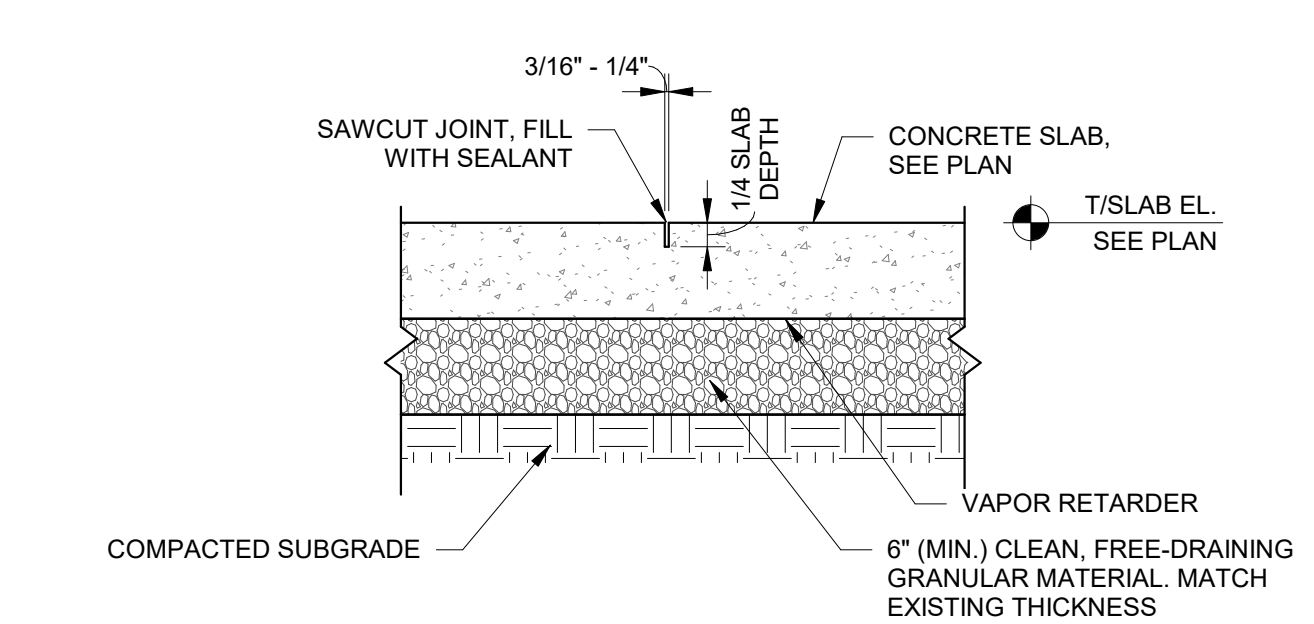
1  
S-002 3/4" = 1'-0"

SLAB-ON-GROUND REPLACEMENT SECTION



3  
S-002 3/4" = 1'-0"

SECTION AT STAIRCASE OPENING  
EDGE OF DECK



**NOTES:**

1. SAWCUT JOINT AS SOON AS POSSIBLE WITHOUT RAVELING THE EDGE OF CONCRETE.
2. PRIOR TO SEALING JOINT, PREPARE JOINT PER SEALANT MANUFACTURER'S RECOMMENDATIONS.

2  
S-002 1" = 1'-0"

TYP. SLAB ON GRADE CONTRACTION  
JOINT

CITY OF  
BLOOMINGTON

WALNUT STREET  
PARKING GARAGE  
REPAIRS AND  
WATERPROOFING  
2020

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| REVISIONS |             |
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| DATE      | DESCRIPTION |
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| CHECKED BY<br>JAB      |  |
| APPROVED BY<br>CLW     |  |
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SHEET TITLE  
**REPAIR PROCEDURES**

|                       |                              |
|-----------------------|------------------------------|
| PROJECT NO.<br>20-108 | SHEET NUMBER<br><b>S-002</b> |
| DATE<br>03/31/2020    |                              |

CITY OF  
BLOOMINGTON

WALNUT STREET  
PARKING GARAGE  
REPAIRS AND  
WATERPROOFING  
2020

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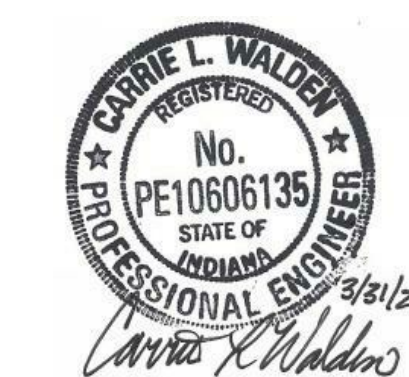
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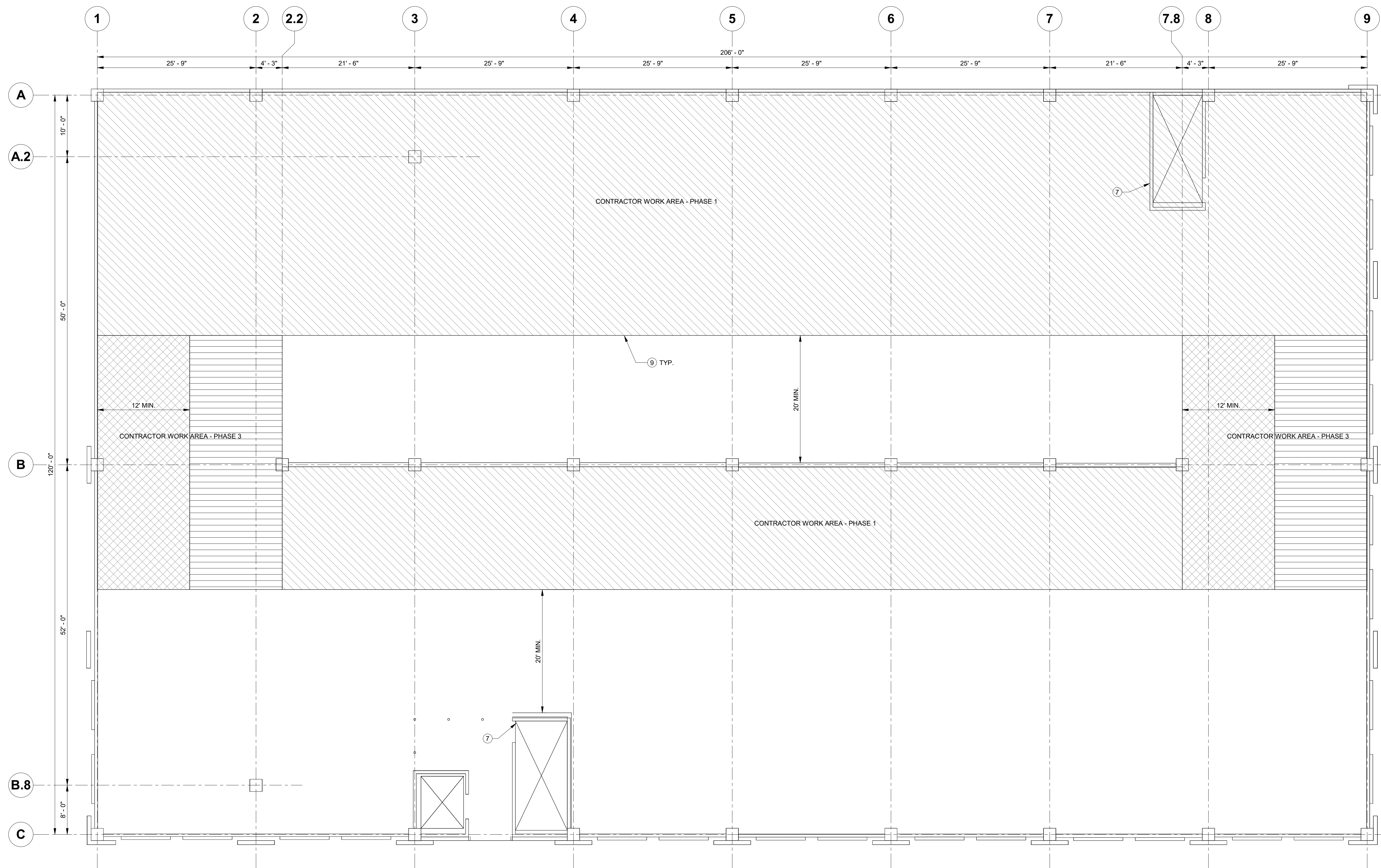
SHEET TITLE

**MAINTENANCE OF TRAFFIC PLAN**

PROJECT NO.  
20-108  
DATE  
03/31/2020

SHEET NUMBER

**S-100**



**MAINTENANCE OF TRAFFIC - TYPICAL ALL LEVELS**  
1 S-100 1/8" = 1'-0"

**MAINTENANCE OF TRAFFIC PLAN NOTES**

- INDICATES NOTE REFERENCED IN PLAN
- 1. SEE S-001 THROUGH S-002 FOR GENERAL NOTES, REPAIR PROCEDURES AND DETAILS
- 2. COORDINATE CONTRACTOR PARKING AND GROUND LEVEL STAGING AREA WITH CITY OF BLOOMINGTON.
- 3. GARAGE SHALL REMAIN OPEN DURING REPAIRS. PARTIAL CLOSURES SHALL BE FACILITATED BY THE CONTRACTOR AND COORDINATED WITH THE CITY OF BLOOMINGTON.
- 4. WORK SHALL BE PERFORMED ON NO MORE THAN 1 LEVEL (EAST AND WEST BAY) AT A TIME. CONTRACTOR SHALL ALLOW FOR VEHICULAR TRAFFIC TO PASS THROUGH LEVEL WHERE WORK IS BEING PERFORMED.
- 5. WORK ON EACH LEVEL WILL BE PERFORMED IN THREE PHASES - PHASE 1 (SEE PLAN), PHASE 2 WILL MIRROR PHASE 1 WITH EAST/WEST BAYS SWAPPING IDENTICAL CLOSURES. PHASE 3 WILL BE THE ENDS OF THE DRIVE LANES. WORK IN PHASE 3 SHALL BE PHASED TO KEEP ONE LANE OPEN. CONTRACTOR SHALL PROVIDE PERSONNEL TO DIRECT TRAFFIC THROUGH THE ONE LANE CLOSURE. ALTERNATE PHASING SHALL BE APPROVED BY STRUCTURAL ENGINEER AND CITY OF BLOOMINGTON.
- 6. WORK SHALL START ON LEVEL 6 (TOP LEVEL) AND WORK DOWN TO GROUND LEVEL.
- 7. CONTRACTOR SHALL MAINTAIN PEDESTRIAN EMERGENCY EGRESS TO ALL STAIRS ON ALL LEVELS AT ALL TIMES.
- 8. WORK ON EXTERIOR OF GARAGE SHALL BE COORDINATED WITH THE CITY OF BLOOMINGTON A MINIMUM OF 4 WEEKS BEFORE EXTERIOR WORK IS TO START, INCLUDING PARTIAL SIDEWALK CLOSURES, LIFT ACCESS, ETC.
- 9. FENCING SHALL BE USED TO DENOTE CONTRACTOR WORK AREA; FENCING SHALL HAVE REFLECTORS IN DRIVE LANES AND SIGNAGE TO DIVERT VEHICULAR AND PEDESTRIAN TRAFFIC. SEE PLAN.
- 10. CONTRACTOR SHALL POST "CLOSED; NO PARKING THIS LEVEL" AND "PARKING AVAILABLE ON UPPER LEVELS" SIGNS ON LEVEL WHERE WORK IS BEING PERFORMED.

CITY OF  
BLOOMINGTON

WALNUT STREET  
PARKING GARAGE  
REPAIRS AND  
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2020

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REVISIONS

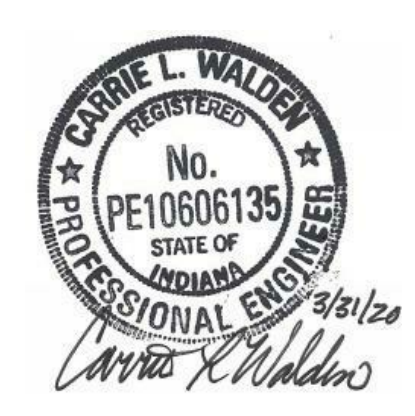
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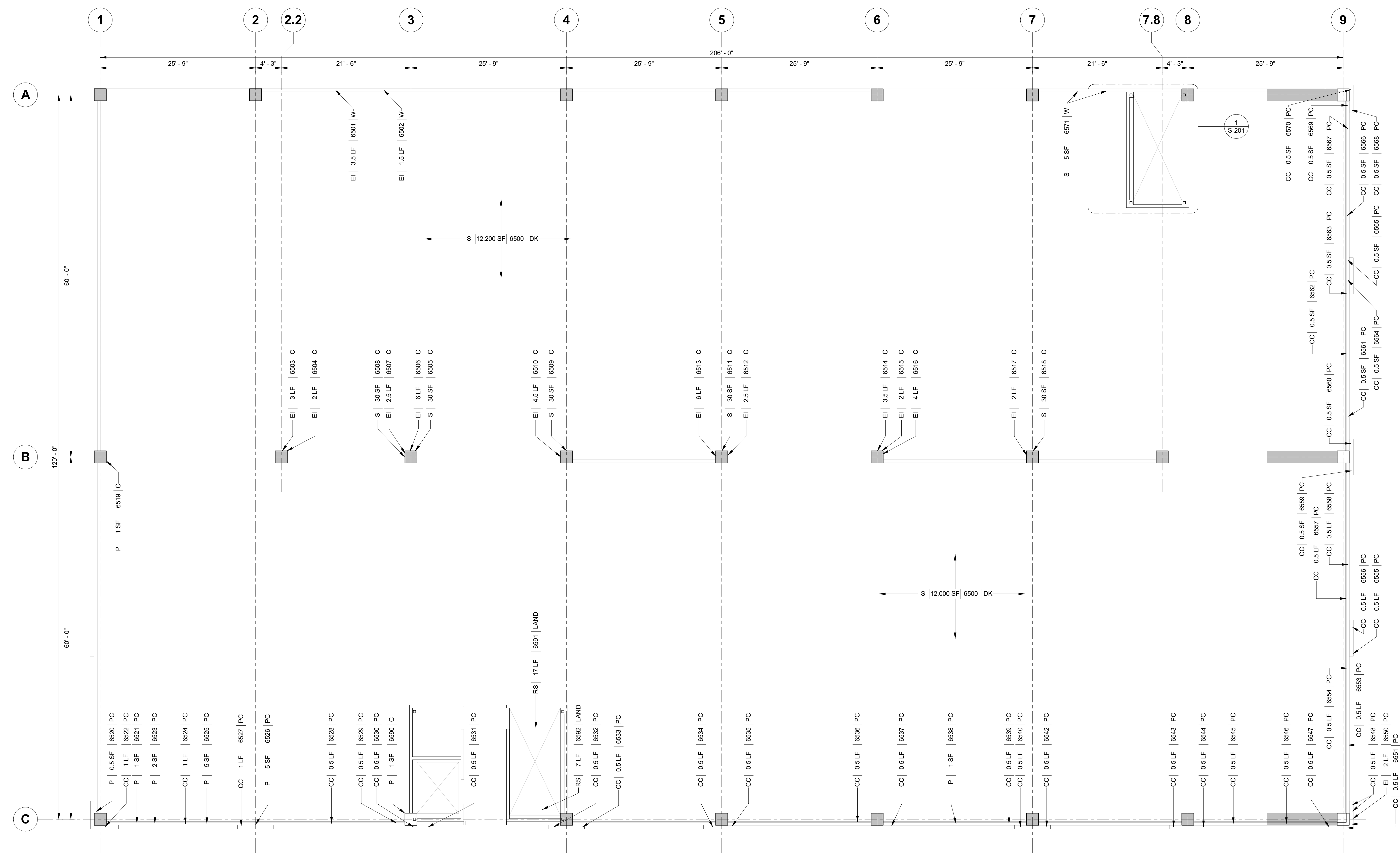


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SHEET TITLE  
LEVEL 6 REPAIR PLAN

PROJECT NO. 20-108  
DATE 03/31/2020

SHEET NUMBER  
**S-101**



1 LEVEL 6 REPAIR PLAN  
S-101 1/8" = 1'-0"

**REPAIR CALLOUT LEGEND**

|                    |                                      |
|--------------------|--------------------------------------|
| XX XXXX XX XXXX XX | DENOTES SURFACE TO BE REPAIRED       |
|                    | DENOTES REPAIR ID                    |
|                    | DENOTES REPAIR QUANTITY              |
|                    | DENOTES REPAIR TYPE:                 |
|                    | EC - ELASTOMERIC COATING             |
|                    | EI - EPOXY INJECTION                 |
|                    | CC - CLEAN AND COAT                  |
|                    | P - PARTIAL DEPTH PATCH              |
|                    | RS - ROUT AND SEAL                   |
|                    | S - SILANE SEAL                      |
|                    | TC - TRAFFIC COATING REPLACEMENT     |
|                    | TR - TENDON END ANCHOR POCKET REPAIR |

- PLAN NOTES**
- INDICATES NOTE REFERENCED IN PLAN
  - 1. SEE S-001 THROUGH S-002 FOR GENERAL NOTES, REPAIR PROCEDURES AND DETAILS
  - 2. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION. REPAIR PHOTOGRAPHS ARE INCLUDED IN THE PROJECT MANUAL FOR REFERENCE. PHOTO ID MATCHES REPAIR ID. SOME REPAIRS MAY NOT HAVE A MATCHING PHOTOGRAPH.
  - 3. REPAIR ID NUMBERS MAY NOT BE SEQUENTIAL.
  - 4. SEE REPAIR CALLOUT LEGEND AND S-001 FOR REPAIR INFORMATION AND ABBREVIATIONS.
  - 5. SEE S-301 FOR MAINTENANCE OF TRAFFIC INFORMATION





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PARKING GARAGE  
REPAIRS AND  
WATERPROOFING  
2020

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401 N. Morton Street, Suite 120  
Bloomington, Indiana 47404  
812-349-3410

Structural Engineer  
CE Solutions Inc.  
10 Shoshone Drive  
Carmel, IN 46032  
317-818-1912


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|-----------|-------------|
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|           |             |

CONSTRUCTION DOCUMENTS

DRAWN BY  
RMS

CHECKED BY  
JAB

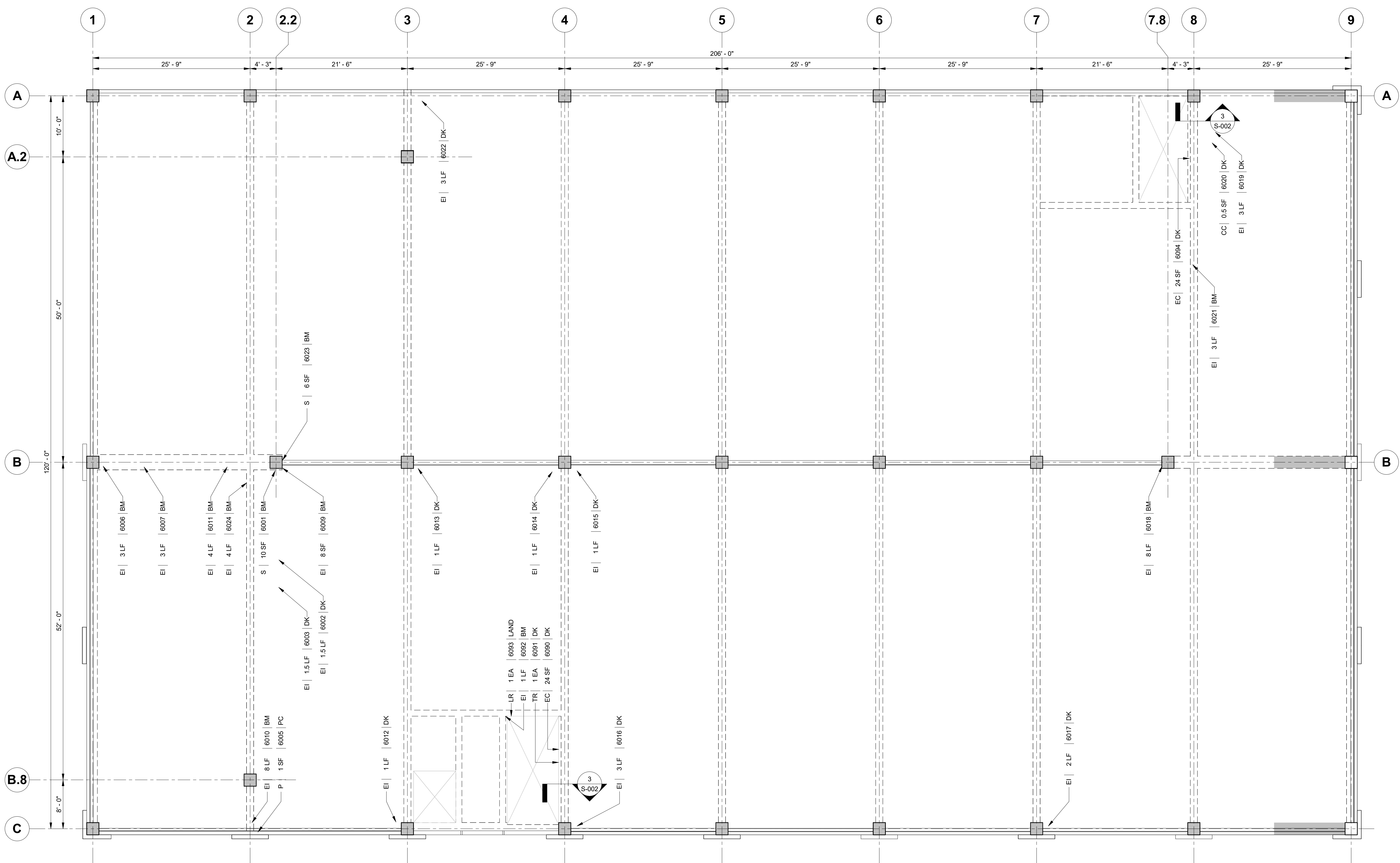
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CLW




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|                               |              |
|-------------------------------|--------------|
| SHEET TITLE                   |              |
| LEVEL 6 UNDERSIDE REPAIR PLAN |              |
| PROJECT NO.                   | SHEET NUMBER |
| 20-108                        | S-101U       |
| DATE                          |              |
| 03/31/2020                    |              |

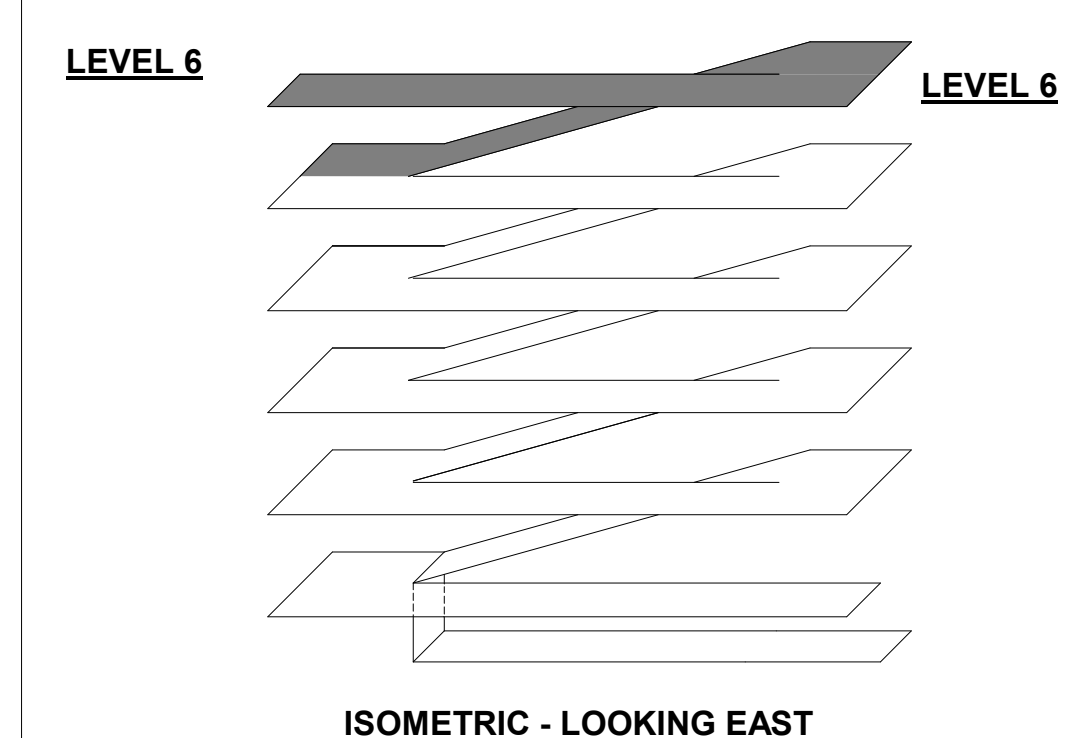


1 LEVEL 6 UNDERSIDE REPAIR PLAN  
S-101U 1/8" = 1'-0"

**REPAIR CALLOUT LEGEND**

|                    |                                      |
|--------------------|--------------------------------------|
| XX XXXX XX XXXX XX | DENOTES SURFACE TO BE REPAIRED       |
|                    | DENOTES REPAIR ID                    |
|                    | DENOTES REPAIR QUANTITY              |
|                    | DENOTES REPAIR TYPE:                 |
|                    | EC - ELASTOMERIC COATING             |
|                    | EI - EPOXY INJECTION                 |
|                    | CC - CLEAN AND COAT                  |
|                    | P - PARTIAL DEPTH PATCH              |
|                    | RS - ROUT AND SEAL                   |
|                    | S - SILANE SEAL                      |
|                    | TC - TRAFFIC COATING REPLACEMENT     |
|                    | TR - TENDON END ANCHOR POCKET REPAIR |

- PLAN NOTES**
- INDICATES NOTE REFERENCED IN PLAN
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  - 4. SEE REPAIR CALLOUT LEGEND AND S-001 FOR REPAIR INFORMATION AND ABBREVIATIONS.
  - 5. SEE S-301 FOR MAINTENANCE OF TRAFFIC INFORMATION



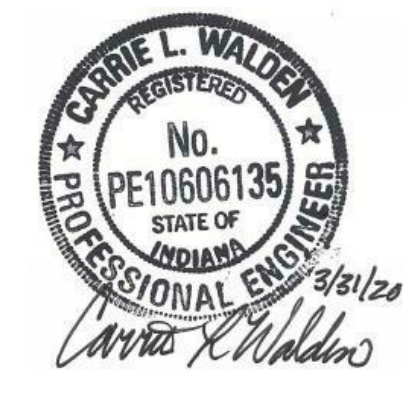
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Public Works Department  
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812-349-3410

Structural Engineer  
CE Solutions Inc.  
10 Shoshone Drive  
Carmel, IN 46032  
317-818-1912

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|-----------|-------------|
| DATE      | DESCRIPTION |
|           |             |
|           |             |

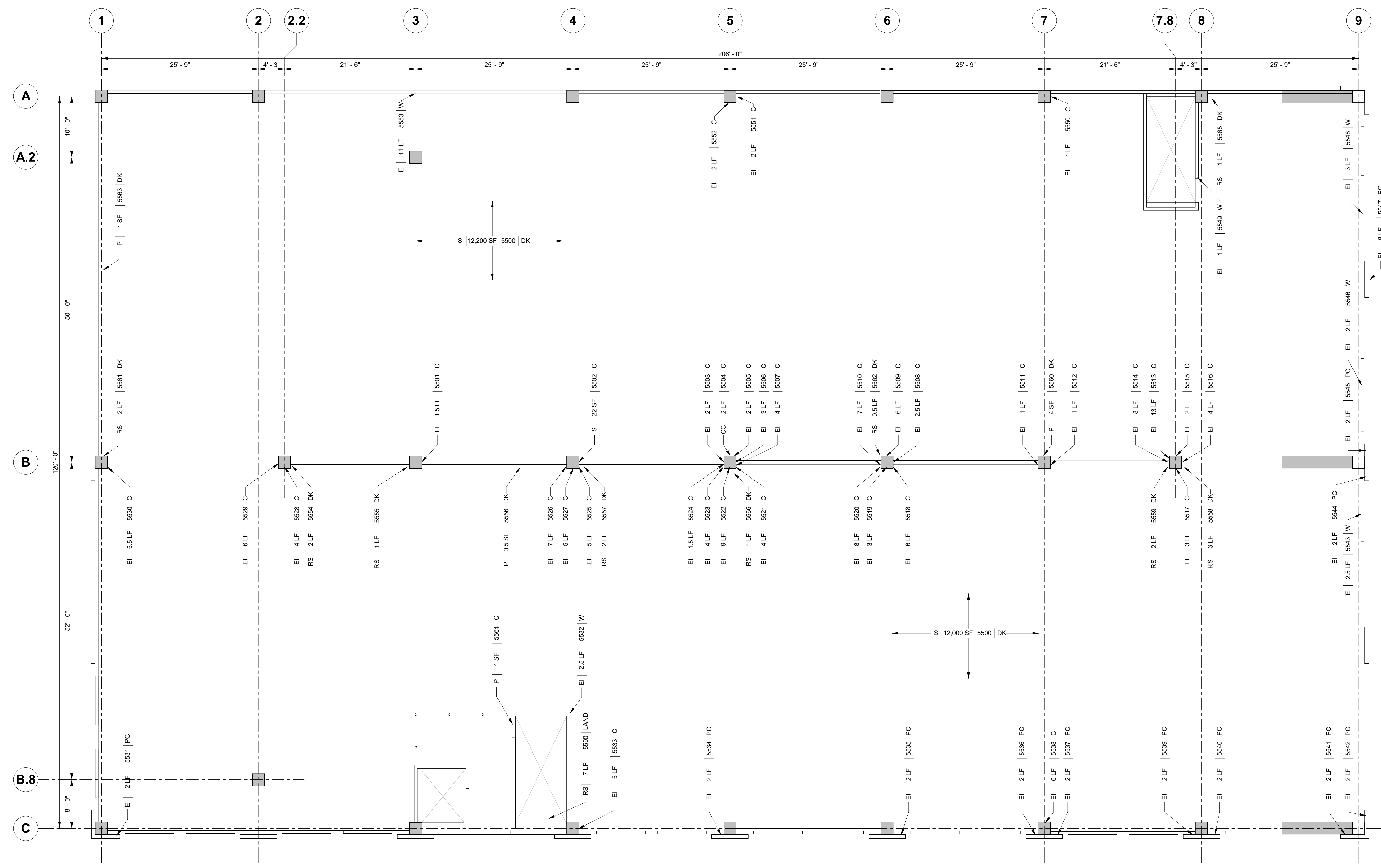
| CONSTRUCTION DOCUMENTS |   |
|------------------------|---|
| DRAWN BY<br>RMS        |  |
| CHECKED BY<br>JAB      |   |
| APPROVED BY<br>CLW     |   |
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structural engineers  
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SHEET TITLE  
**LEVEL 5 REPAIR PLAN**

|                       |                              |
|-----------------------|------------------------------|
| PROJECT NO.<br>20-108 | SHEET NUMBER<br><b>S-102</b> |
| DATE<br>03/31/2020    |                              |

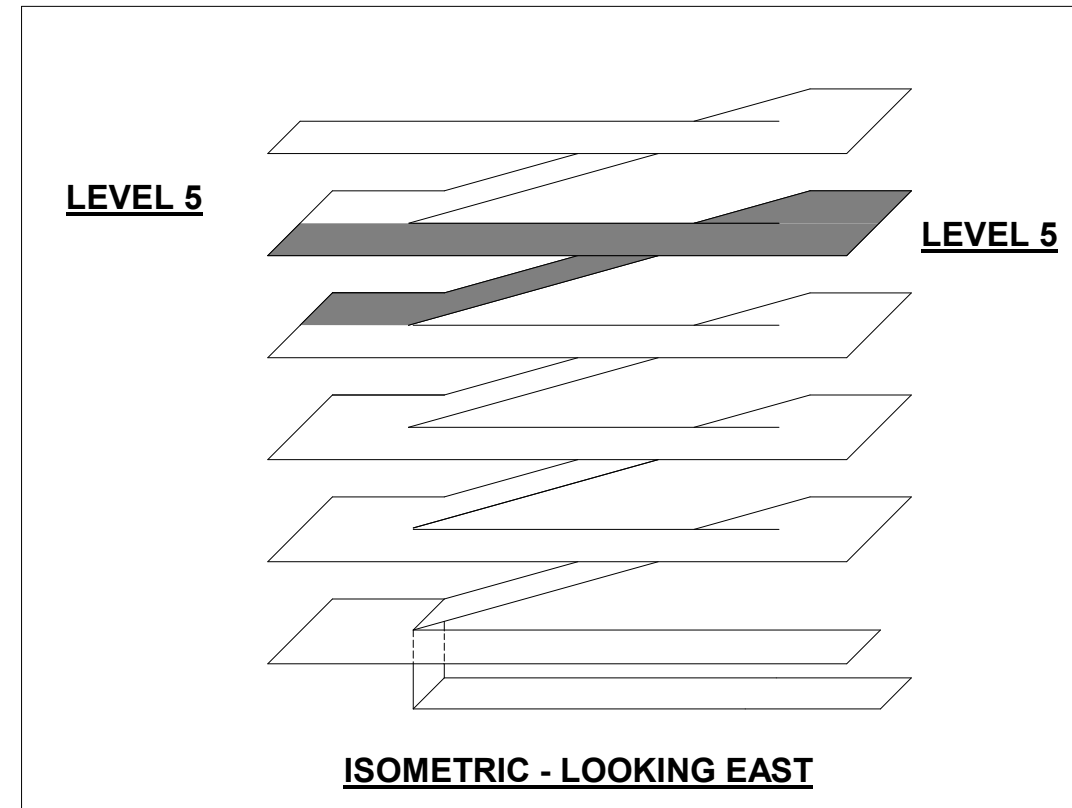


**LEVEL 5 REPAIR PLAN**  
1  
S-102  
1/8" = 1'-0"

**REPAIR CALLOUT LEGEND**

|                    |                                   |
|--------------------|-----------------------------------|
| XX XXXX XX XXXX XX | DENOTES SURFACE TO BE REPAIRED    |
|                    | DENOTES REPAIR ID                 |
|                    | DENOTES REPAIR QUANTITY           |
|                    | DENOTES REPAIR TYPE:              |
| EC                 | - ELASTOMERIC COATING             |
| EI                 | - EPOXY INJECTION                 |
| CC                 | - CLEAN AND COAT                  |
| P                  | - PARTIAL DEPTH PATCH             |
| RS                 | - ROUT AND SEAL                   |
| S                  | - SILANE SEAL                     |
| TC                 | - TRAFFIC COATING REPLACEMENT     |
| TR                 | - TENDON END ANCHOR POCKET REPAIR |

- PLAN NOTES**
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812-349-3410

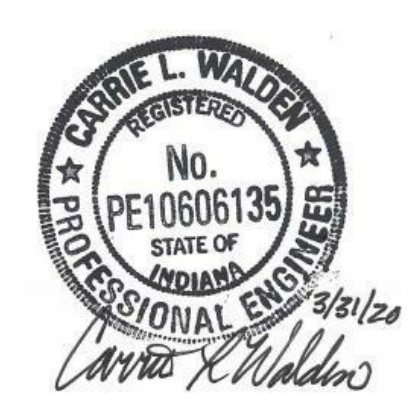
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CONSTRUCTION DOCUMENTS

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SHEET TITLE

LEVEL 5 UNDERSIDE  
REPAIR PLAN

PROJECT NO.

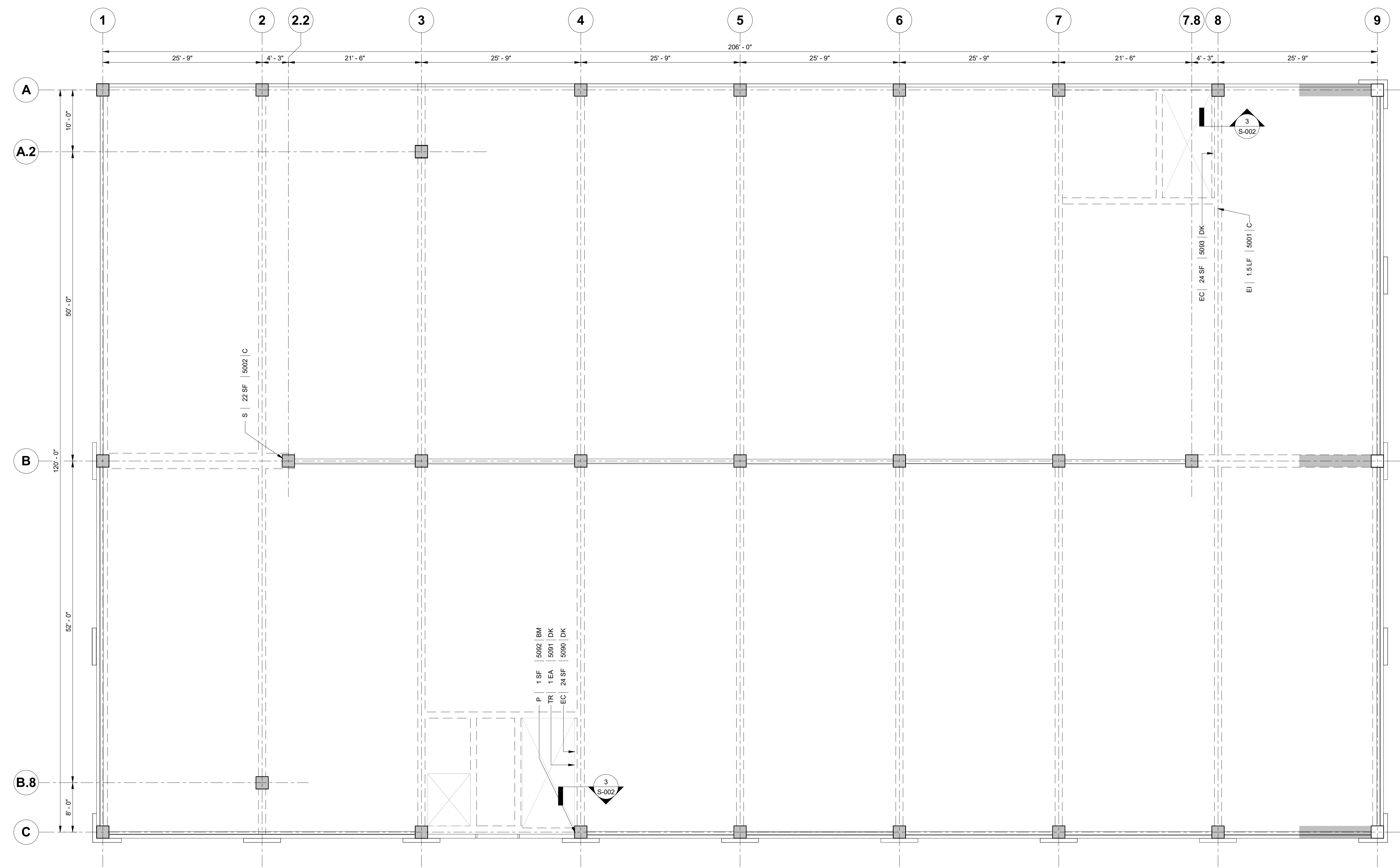
20-108

DATE

03/31/2020

SHEET NUMBER

S-102U



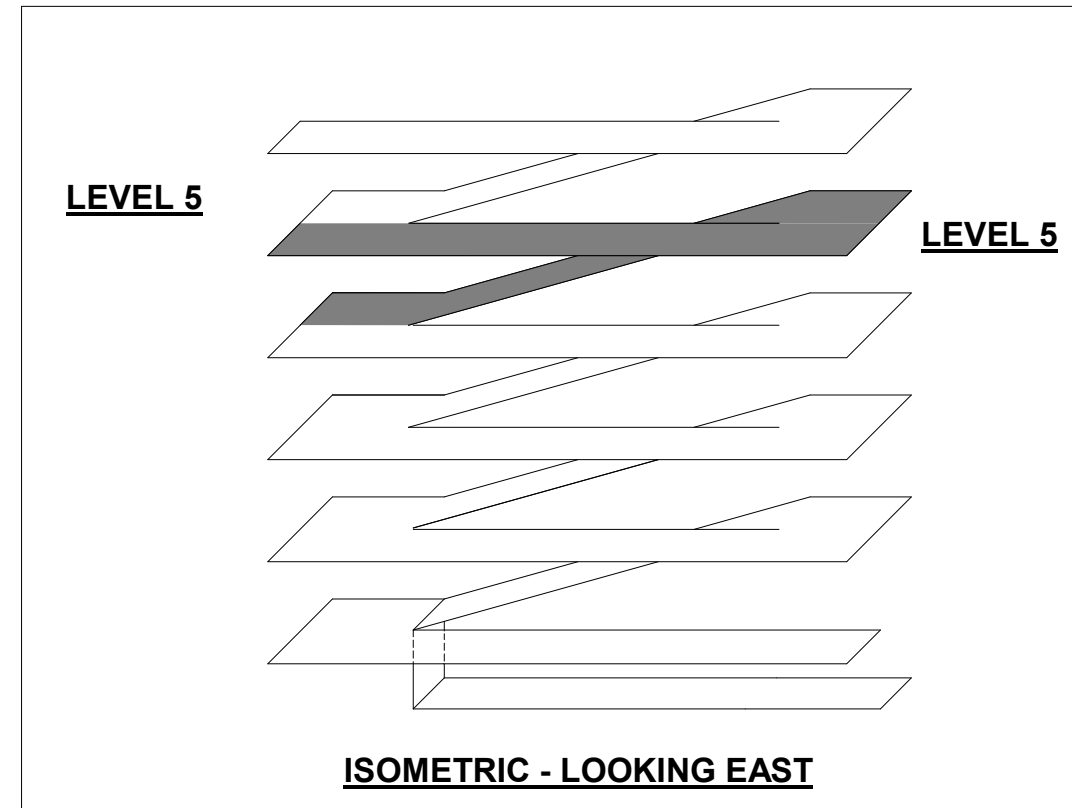
1 LEVEL 5 UNDERSIDE REPAIR PLAN  
S-102U 1/8" = 1'-0"

REPAIR CALLOUT LEGEND

xx xxxx xx | xxxx | xx  
 DENOTES SURFACE TO BE REPAIRED  
 DENOTES REPAIR ID  
 DENOTES REPAIR QUANTITY  
 DENOTES REPAIR TYPE:  
 EC - ELASTOMERIC COATING  
 EI - EPOXY INJECTION  
 CC - CLEAN AND COAT  
 P - PARTIAL DEPTH PATCH  
 RS - ROUT AND SEAL  
 S - SILANE SEAL  
 TC - TRAFFIC COATING REPLACEMENT  
 TR - TENDON END ANCHOR POCKET REPAIR

PLAN NOTES

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- 5. SEE S-301 FOR MAINTENANCE OF TRAFFIC INFORMATION



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317-818-1912

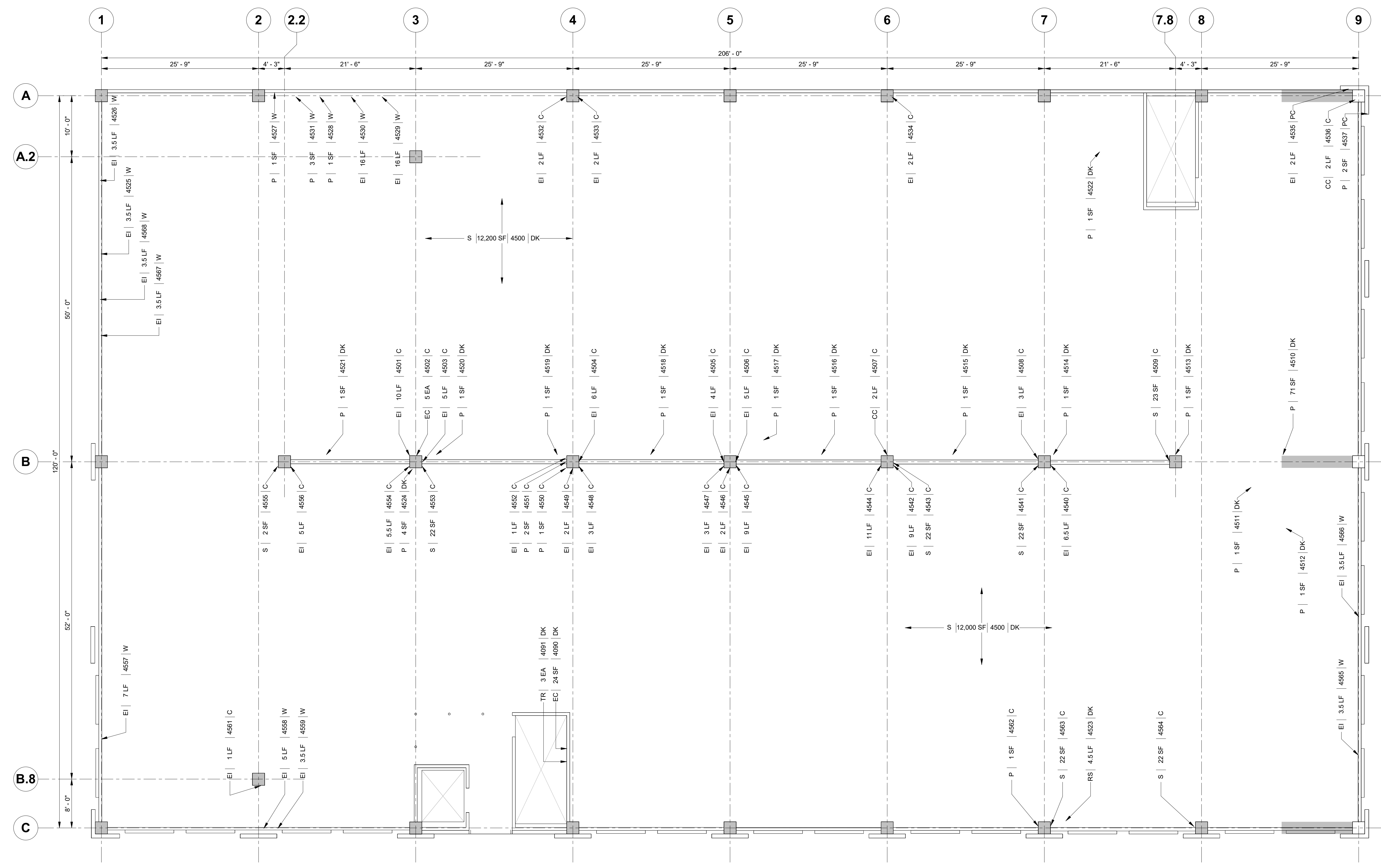
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|-----------|-------------|
| DATE      | DESCRIPTION |
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| CONSTRUCTION DOCUMENTS |  |
|------------------------|--|
| DRAWN BY<br>RMS        |  |
| CHECKED BY<br>JAB      |  |
| APPROVED BY<br>CLW     |  |

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|   |                              |
|---|------------------------------|
| SHEET TITLE<br><b>LEVEL 4 REPAIR PLAN</b> |                              |
| PROJECT NO.<br>20-108                     | SHEET NUMBER<br><b>S-103</b> |
| DATE<br>03/31/2020                        |                              |

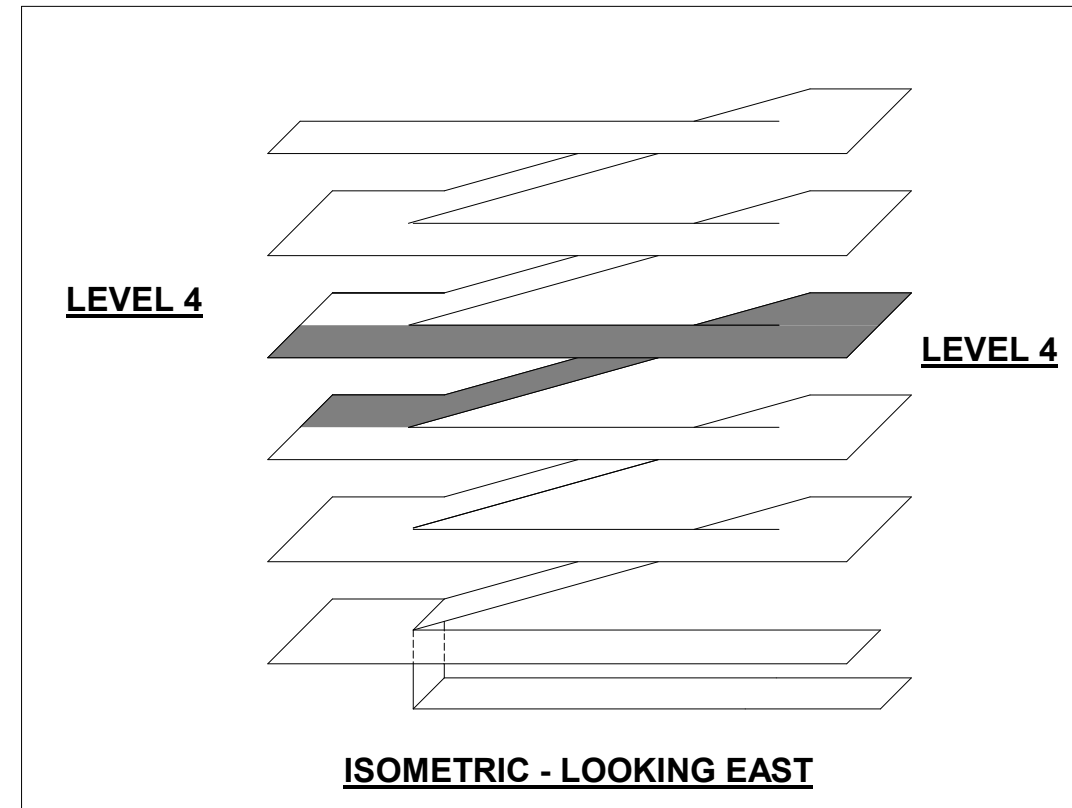


**1 LEVEL 4 REPAIR PLAN**  
S-103 1/8" = 1'-0"

**REPAIR CALLOUT LEGEND**

|                    |                                      |
|--------------------|--------------------------------------|
| XX XXXX XX XXXX XX | DENOTES SURFACE TO BE REPAIRED       |
|                    | DENOTES REPAIR ID                    |
|                    | DENOTES REPAIR QUANTITY              |
|                    | DENOTES REPAIR TYPE:                 |
|                    | EC - ELASTOMERIC COATING             |
|                    | EI - EPOXY INJECTION                 |
|                    | CC - CLEAN AND COAT                  |
|                    | P - PARTIAL DEPTH PATCH              |
|                    | RS - ROUT AND SEAL                   |
|                    | S - SILANE SEAL                      |
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|                    | TR - TENDON END ANCHOR POCKET REPAIR |

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- INDICATES NOTE REFERENCED IN PLAN
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  - 5. SEE S-301 FOR MAINTENANCE OF TRAFFIC INFORMATION



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317-818-1912

REVISIONS

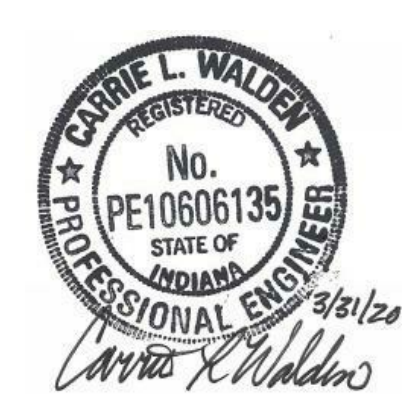
| DATE | DESCRIPTION |
|------|-------------|
|      |             |

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APPROVED BY  
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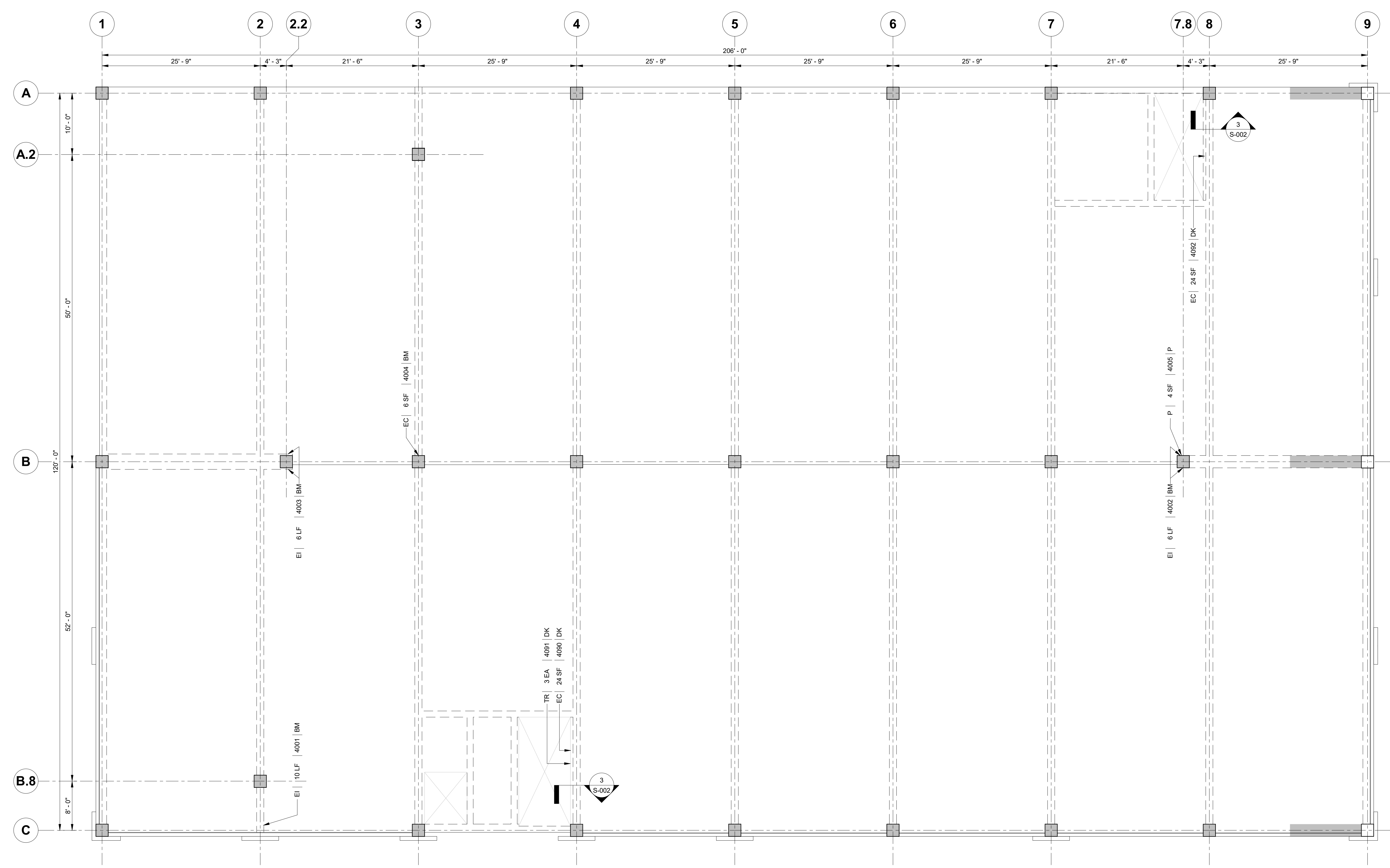


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SHEET TITLE  
**LEVEL 4 UNDERSIDE  
REPAIR PLAN**

PROJECT NO. 20-108  
DATE 03/31/2020

SHEET NUMBER  
**S-103U**



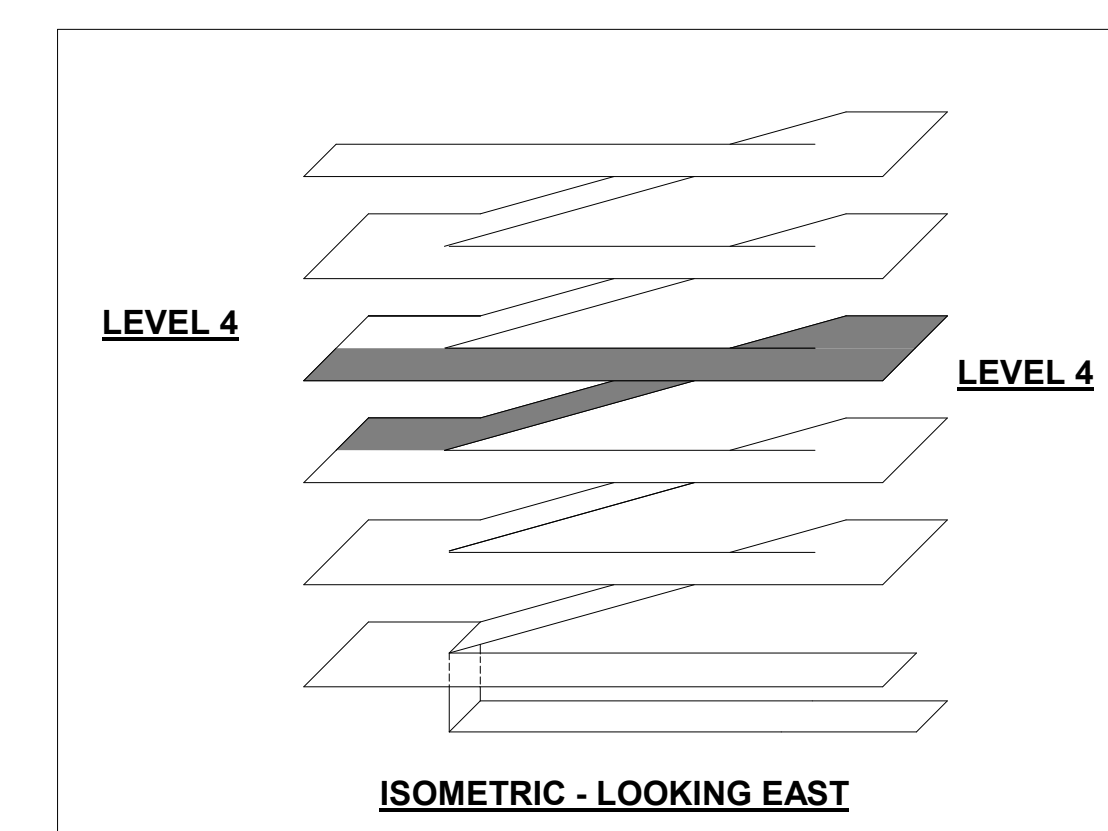
**LEVEL 4 UNDERSIDE REPAIR PLAN**  
1  
S-103U  
1/8" = 1'-0"

**REPAIR CALLOUT LEGEND**

xx | xxxx | xx | xx

- DENOTES SURFACE TO BE REPAIRED
- DENOTES REPAIR ID
- DENOTES REPAIR QUANTITY
- DENOTES REPAIR TYPE:
  - EC - ELASTOMERIC COATING
  - EI - EPOXY INJECTION
  - CC - CLEAN AND COAT
  - P - PARTIAL DEPTH PATCH
  - RS - ROUT AND SEAL
  - S - SILANE SEAL
  - TC - TRAFFIC COATING REPLACEMENT
  - TR - TENDON END ANCHOR POCKET REPAIR

- PLAN NOTES**
- INDICATES NOTE REFERENCED IN PLAN
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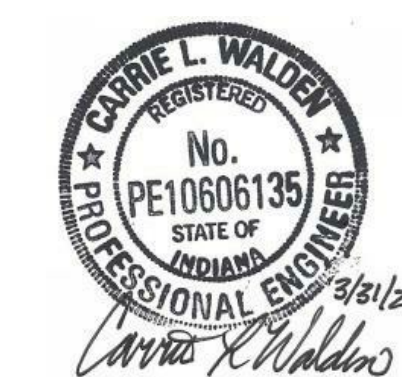
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| DATE | DESCRIPTION |
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CLW

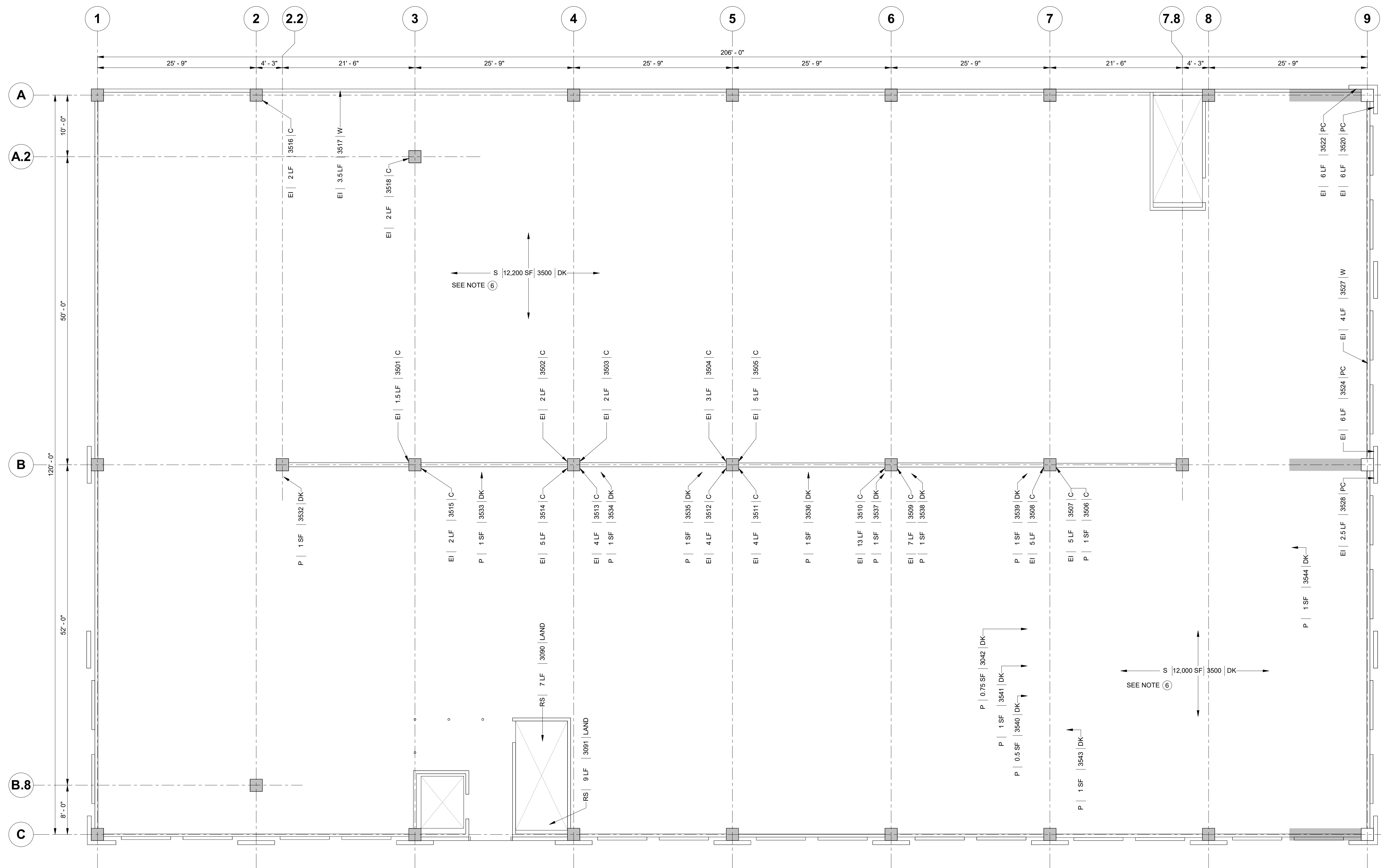


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SHEET TITLE  
**LEVEL 3 REPAIR PLAN**

PROJECT NO. SHEET NUMBER  
20-108 **S-104**  
DATE  
03/31/2020

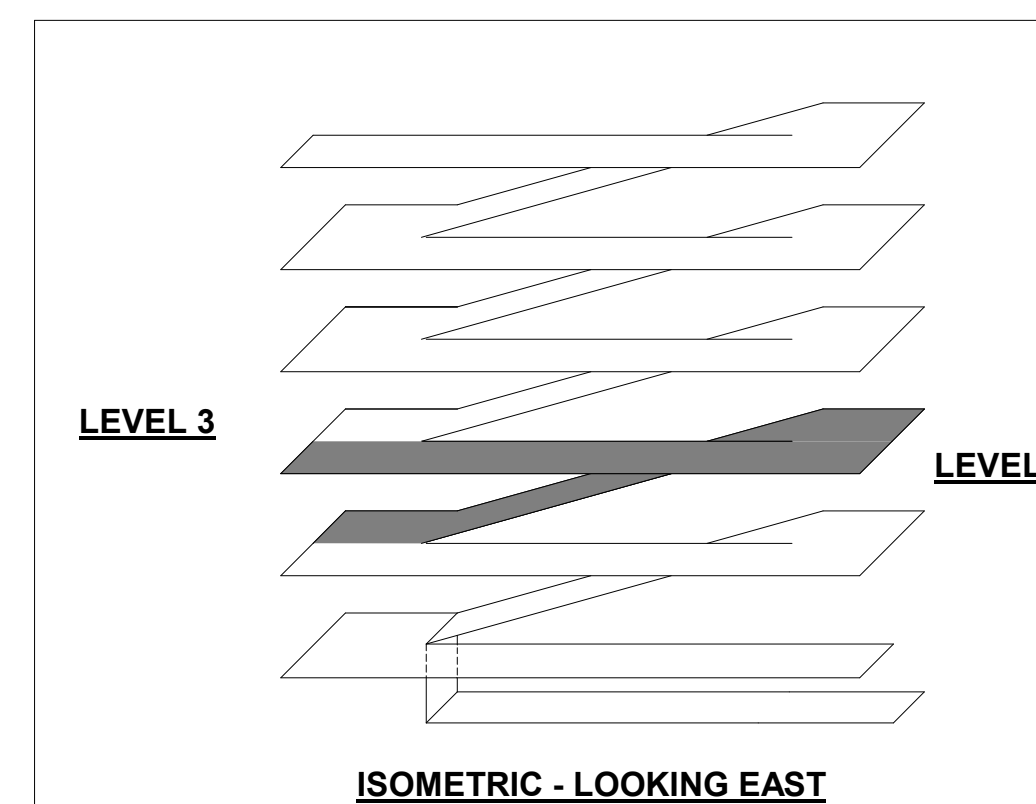


**LEVEL 3 REPAIR PLAN**  
1  
S-104  
1/8" = 1'-0"

**REPAIR CALLOUT LEGEND**

|                    |                                      |
|--------------------|--------------------------------------|
| XX XXXX XX XXXX XX | DENOTES SURFACE TO BE REPAIRED       |
|                    | DENOTES REPAIR ID                    |
|                    | DENOTES REPAIR QUANTITY              |
|                    | DENOTES REPAIR TYPE:                 |
|                    | EC - ELASTOMERIC COATING             |
|                    | EI - EPOXY INJECTION                 |
|                    | CC - CLEAN AND COAT                  |
|                    | P - PARTIAL DEPTH PATCH              |
|                    | RS - ROUT AND SEAL                   |
|                    | S - SILANE SEAL                      |
|                    | TC - TRAFFIC COATING REPLACEMENT     |
|                    | TR - TENDON END ANCHOR POCKET REPAIR |

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  - SEE REPAIR CALLOUT LEGEND AND S-001 FOR REPAIR INFORMATION AND ABBREVIATIONS.
  - SEE S-301 FOR MAINTENANCE OF TRAFFIC INFORMATION
  - SEALER TO BE APPLIED ON LEVEL 3 DECK SHALL BE TECHCRETE 2500 OR APPROVED EQUIVALENT, SEE SPECIFICATIONS.



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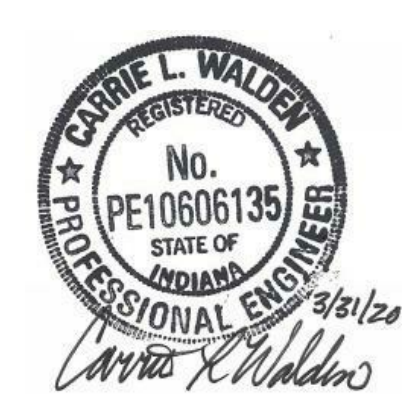
| DATE | DESCRIPTION |
|------|-------------|
|      |             |

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RMS

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JAB

APPROVED BY  
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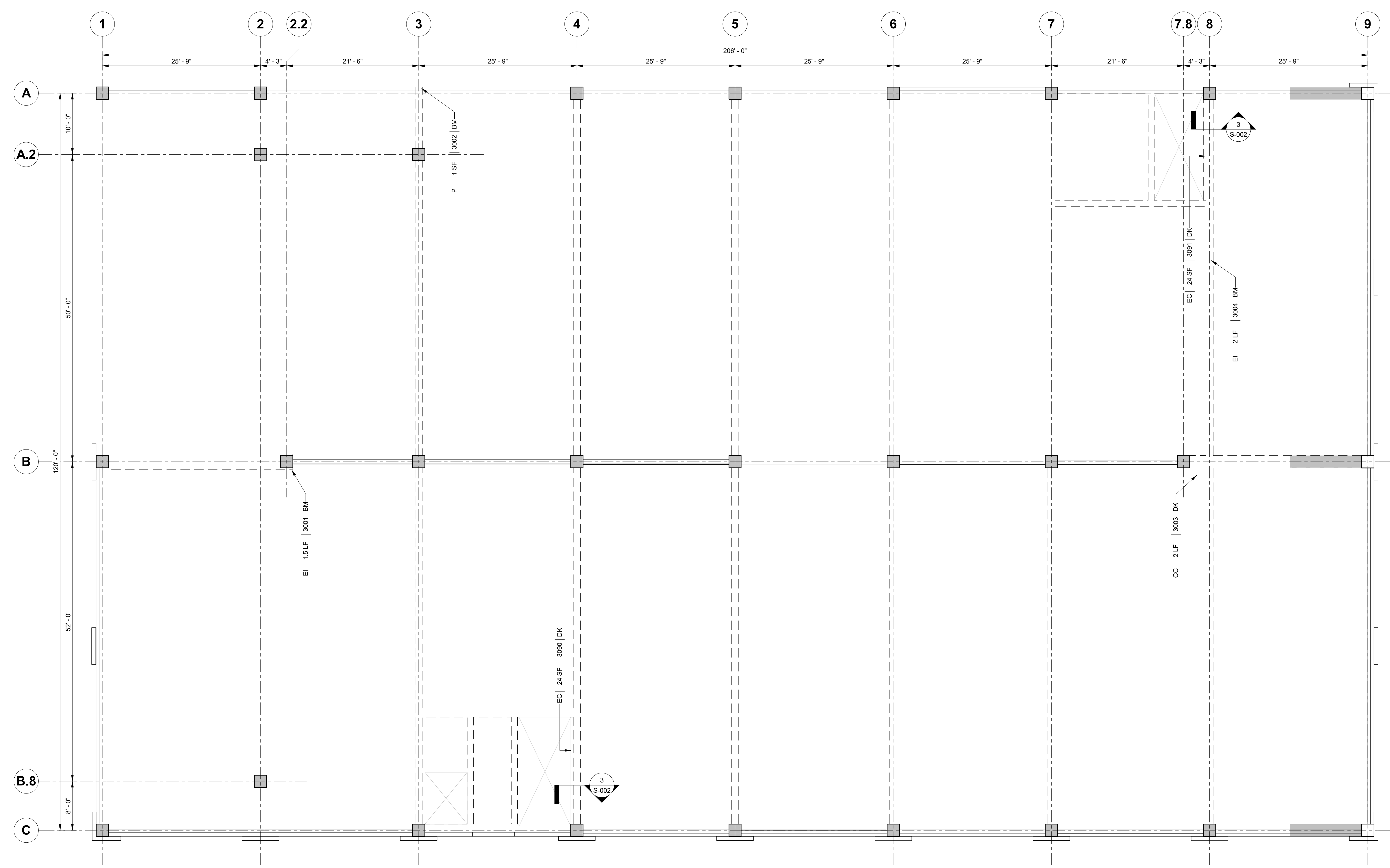


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SHEET TITLE  
**LEVEL 3 UNDERSIDE  
REPAIR PLAN**

PROJECT NO. 20-108  
DATE 03/31/2020

SHEET NUMBER  
**S-104U**

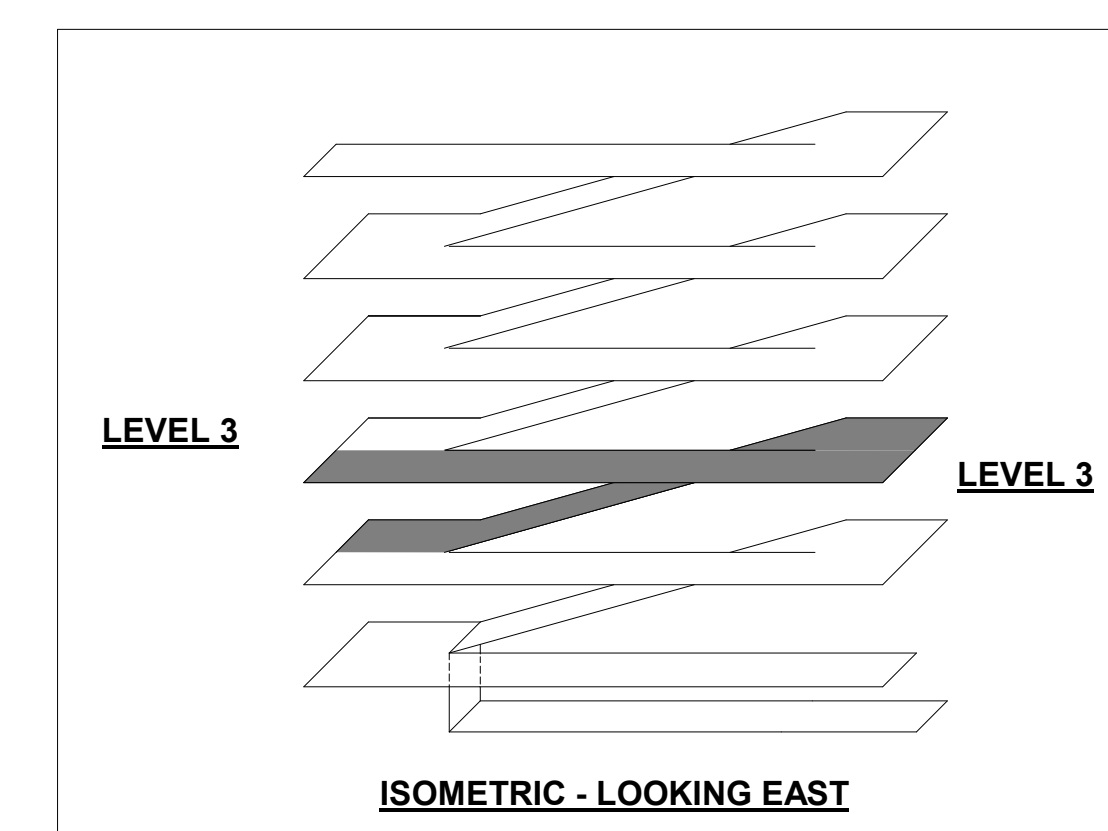


**LEVEL 3 UNDERSIDE REPAIR PLAN**  
1 S-104U 1/8" = 1'-0"

**REPAIR CALLOUT LEGEND**

|                      |                                      |
|----------------------|--------------------------------------|
| XX XXXX XX   XXXX XX | DENOTES SURFACE TO BE REPAIRED       |
|                      | DENOTES REPAIR ID                    |
|                      | DENOTES REPAIR QUANTITY              |
|                      | DENOTES REPAIR TYPE:                 |
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|                      | EI - EPOXY INJECTION                 |
|                      | CC - CLEAN AND COAT                  |
|                      | P - PARTIAL DEPTH PATCH              |
|                      | RS - ROUT AND SEAL                   |
|                      | S - SILANE SEAL                      |
|                      | TC - TRAFFIC COATING REPLACEMENT     |
|                      | TR - TENDON END ANCHOR POCKET REPAIR |

- PLAN NOTES**
- INDICATES NOTE REFERENCED IN PLAN
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| DATE      | DESCRIPTION |
|           |             |
|           |             |

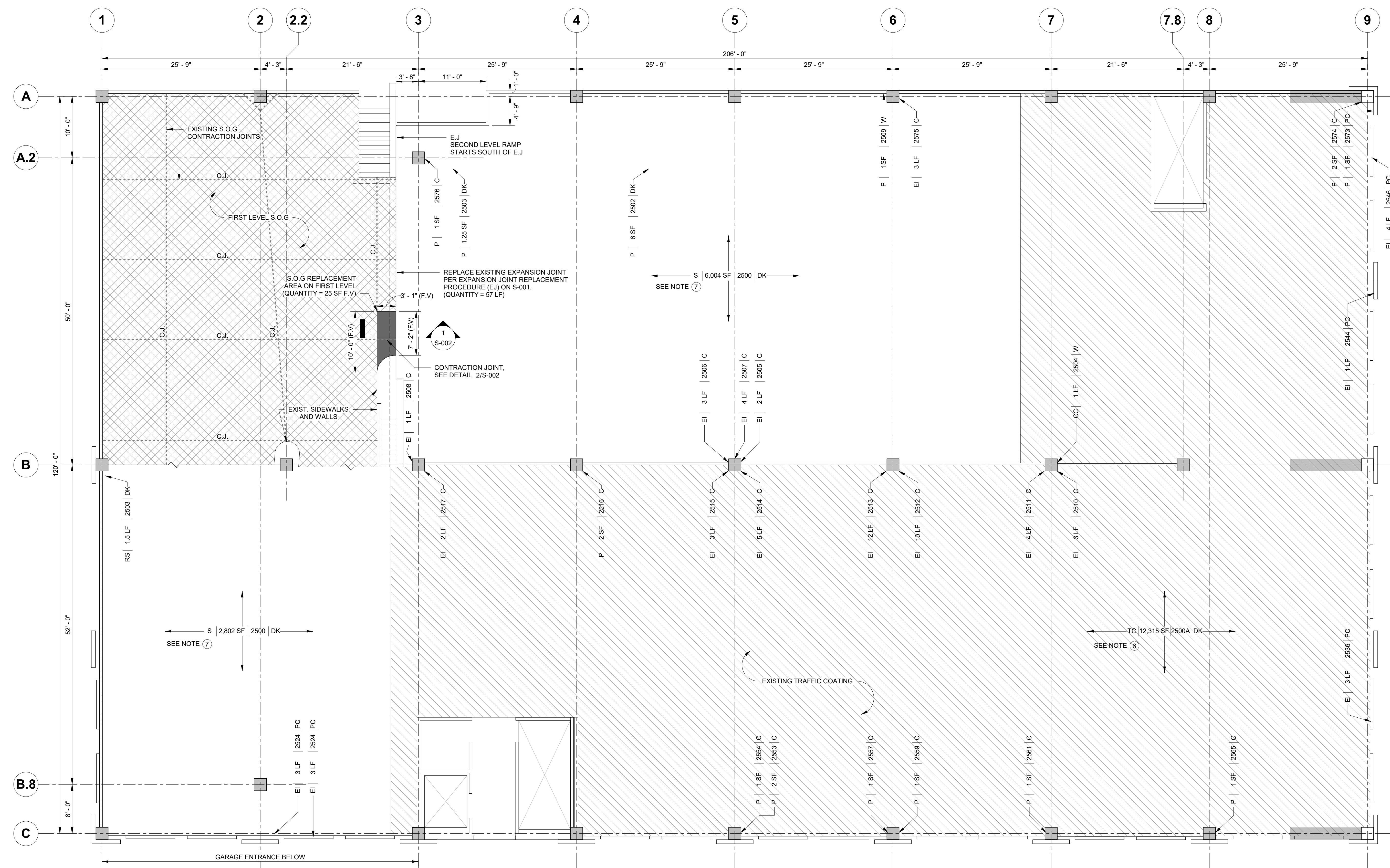
| CONSTRUCTION DOCUMENTS |   |
|------------------------|---|
| DRAWN BY<br>RMS        |  |
| CHECKED BY<br>JAB      |   |
| APPROVED BY<br>CLW     |   |
|                        |   |



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SHEET TITLE  
**LEVEL 2 AND LEVEL 1 (PARTIAL) REPAIR PLAN**


|                       |                              |
|-----------------------|------------------------------|
| PROJECT NO.<br>20-108 | SHEET NUMBER<br><b>S-105</b> |
| DATE<br>03/31/2020    |                              |

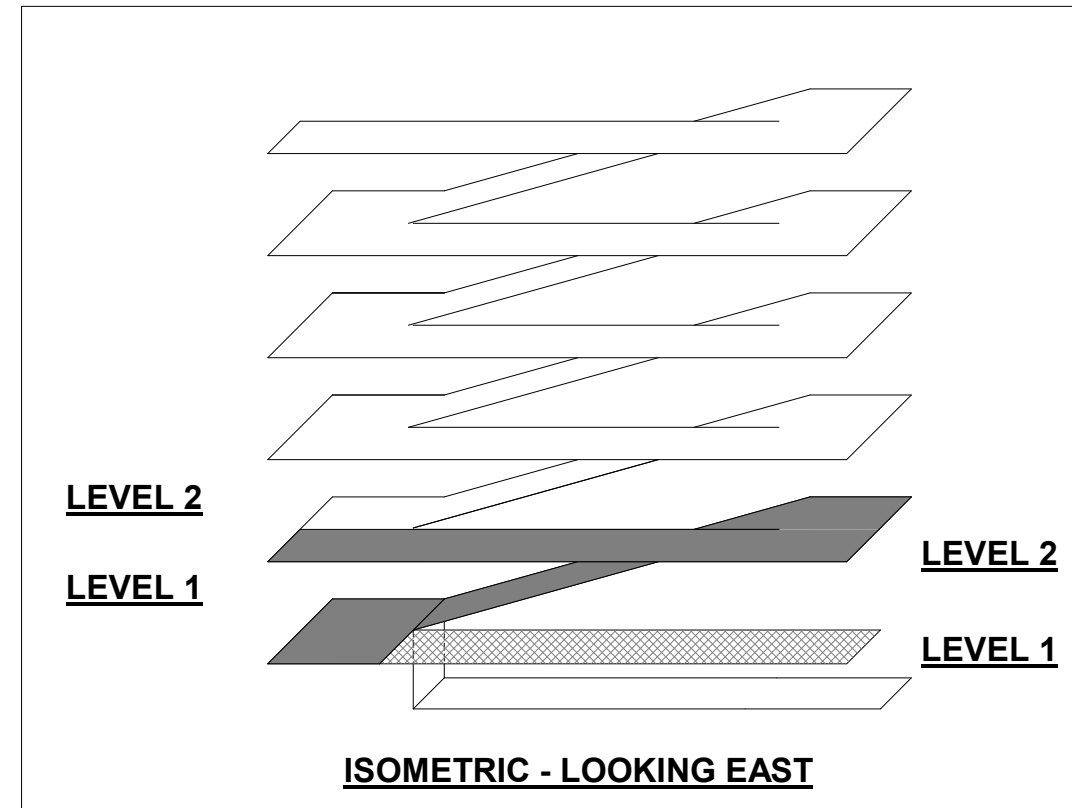


**LEVEL 2 AND LEVEL 1 (PARTIAL) REPAIR PLAN**  
1  
S-105  
1/8" = 1'-0"

**REPAIR CALLOUT LEGEND**

|                    |                                   |
|--------------------|-----------------------------------|
| XX XXXX XX XXXX XX | DENOTES SURFACE TO BE REPAIRED    |
|                    | DENOTES REPAIR ID                 |
|                    | DENOTES REPAIR QUANTITY           |
|                    | DENOTES REPAIR TYPE:              |
| EC                 | - ELASTOMERIC COATING             |
| EI                 | - EPOXY INJECTION                 |
| CC                 | - CLEAN AND COAT                  |
| P                  | - PARTIAL DEPTH PATCH             |
| RS                 | - ROUT AND SEAL                   |
| S                  | - SILANE SEAL                     |
| TC                 | - TRAFFIC COATING REPLACEMENT     |
| TR                 | - TENDON END ANCHOR POCKET REPAIR |

- PLAN NOTES**
- INDICATES NOTE REFERENCED IN PLAN
  - 1. SEE S-001 THROUGH S-002 FOR GENERAL NOTES, REPAIR PROCEDURES AND DETAILS
  - 2. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION. REPAIR PHOTOGRAPHS ARE INCLUDED IN THE PROJECT MANUAL FOR REFERENCE. PHOTO ID MATCHES REPAIR ID. SOME REPAIRS MAY NOT HAVE A MATCHING PHOTOGRAPH.
  - 3. REPAIR ID NUMBERS MAY NOT BE SEQUENTIAL.
  - 4. SEE REPAIR CALLOUT LEGEND AND S-001 FOR REPAIR INFORMATION AND ABBREVIATIONS.
  - 5. SEE S-301 FOR MAINTENANCE OF TRAFFIC INFORMATION
  - 6.  DENOTES EXISTING TRAFFIC COATING AREA. REPLACE EXISTING SYSTEM PER TRAFFIC COATING REPLACEMENT PROCEDURE (TC) ON S-002.
  - 7. SEALER TO BE APPLIED ON LEVEL 3 DECK SHALL BE TECHCRETE 2500 OR APPROVED EQUIVALENT, SEE SPECIFICATIONS.





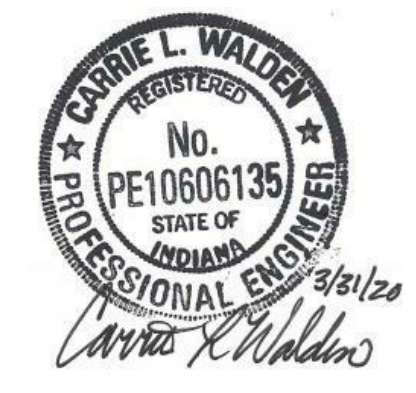
CITY OF  
BLOOMINGTON

WALNUT STREET  
PARKING GARAGE  
REPAIRS AND  
WATERPROOFING  
2020

Owner  
City of Bloomington  
Public Works Department  
401 N. Morton Street, Suite 120  
Bloomington, Indiana 47404  
812-349-3410

Structural Engineer  
CE Solutions Inc.  
10 Shoshone Drive  
Carmel, IN 46032  
317-818-1912

| REVISIONS |             |
|-----------|-------------|
| DATE      | DESCRIPTION |
|           |             |

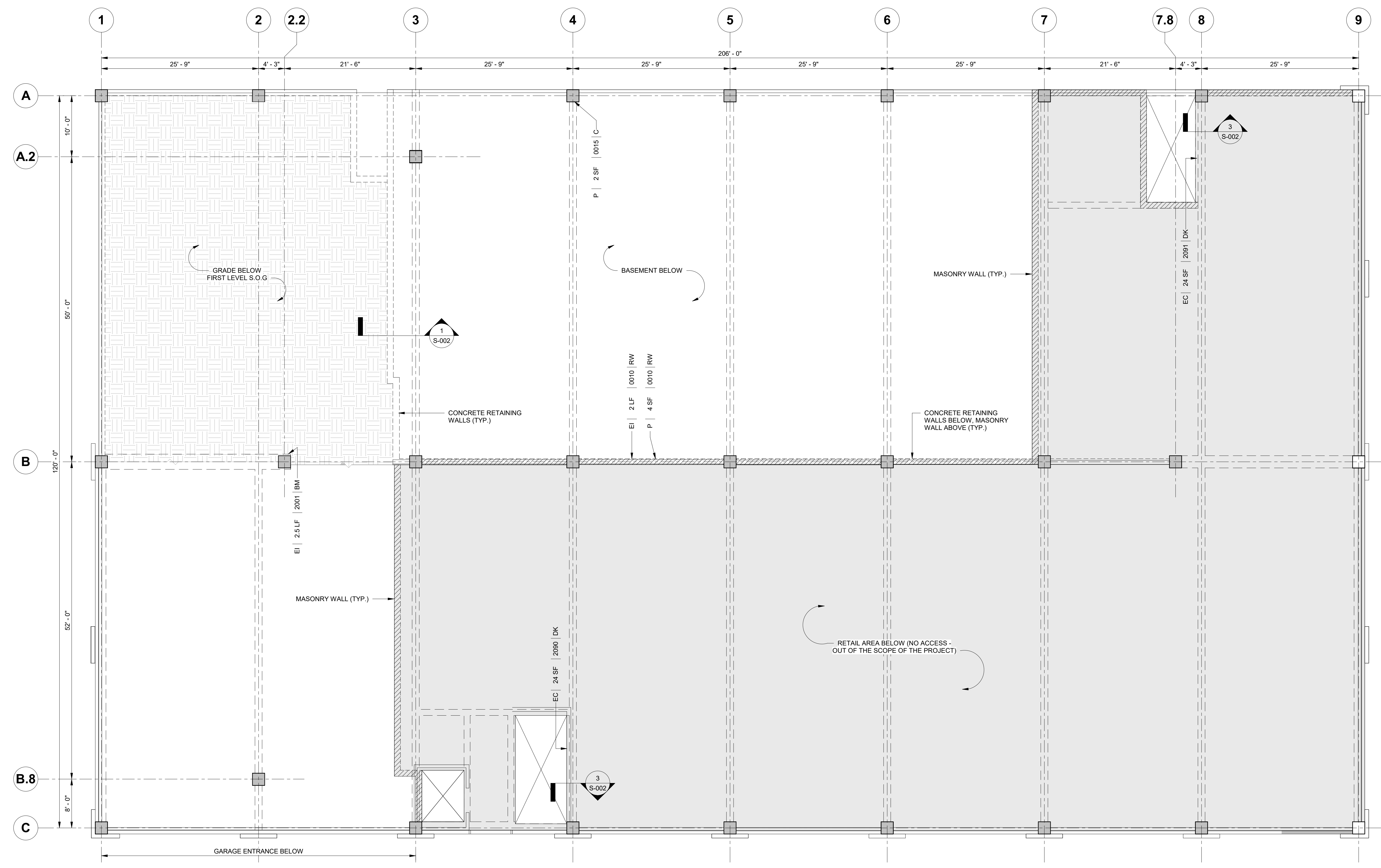
| CONSTRUCTION DOCUMENTS |   |
|------------------------|---|
| DRAWN BY<br>RMS        |  |
| CHECKED BY<br>JAB      |   |
| APPROVED BY<br>CLW     |   |

**CE Solutions**  
structural engineers  
10 Shoshone Drive Carmel, IN 46032 317.818.1912  
cesolutionsinc.com

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SHEET TITLE  
**LEVEL 2 UNDERSIDE AND BASEMENT REPAIR PLAN**


|                       |                               |
|-----------------------|-------------------------------|
| PROJECT NO.<br>20-108 | SHEET NUMBER<br><b>S-105U</b> |
| DATE<br>03/31/2020    |                               |

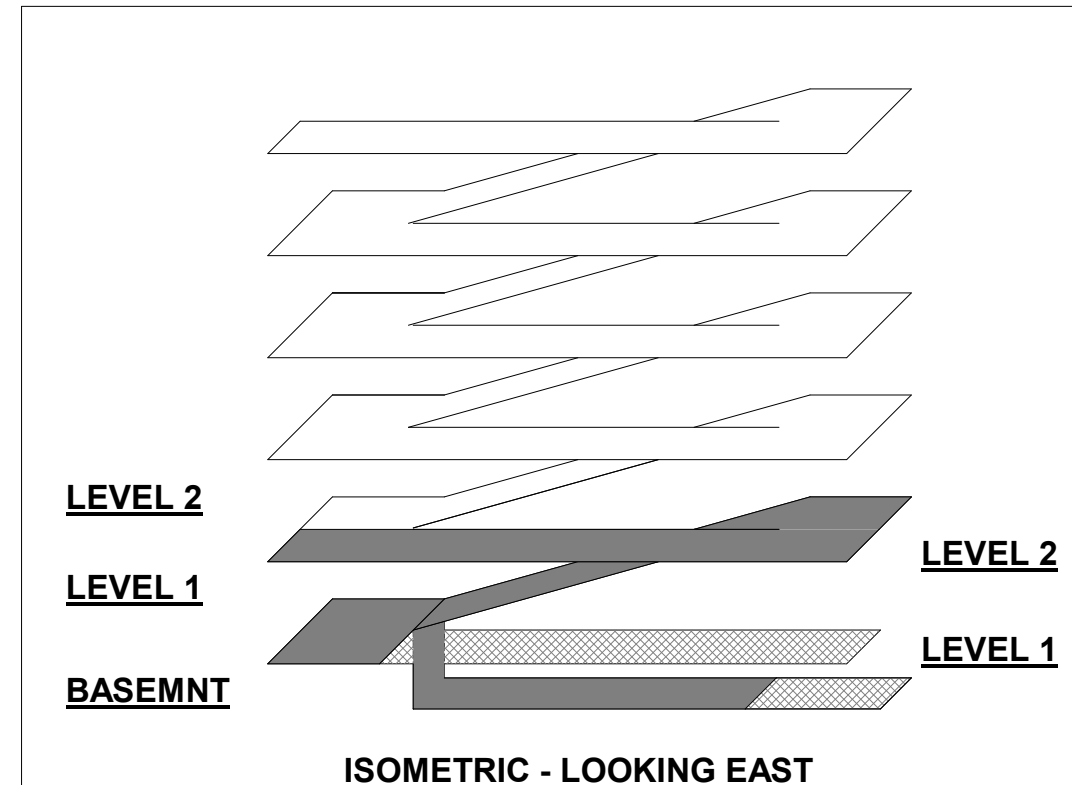


**LEVEL 2 UNDERSIDE AND BASEMENT REPAIR PLAN**  
1 S-105U 1/8" = 1'-0"

**REPAIR CALLOUT LEGEND**

|                    |                                   |
|--------------------|-----------------------------------|
| XX XXXX XX XXXX XX | DENOTES SURFACE TO BE REPAIRED    |
|                    | DENOTES REPAIR ID                 |
|                    | DENOTES REPAIR QUANTITY           |
|                    | DENOTES REPAIR TYPE:              |
| EC                 | - ELASTOMERIC COATING             |
| EI                 | - EPOXY INJECTION                 |
| CC                 | - CLEAN AND COAT                  |
| P                  | - PARTIAL DEPTH PATCH             |
| RS                 | - ROUT AND SEAL                   |
| S                  | - SILANE SEAL                     |
| TC                 | - TRAFFIC COATING REPLACEMENT     |
| TR                 | - TENDON END ANCHOR POCKET REPAIR |

- PLAN NOTES**
- INDICATES NOTE REFERENCED IN PLAN
  - 1. SEE S-001 THROUGH S-002 FOR GENERAL NOTES, REPAIR PROCEDURES AND DETAILS
  - 2. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION. REPAIR PHOTOGRAPHS ARE INCLUDED IN THE PROJECT MANUAL FOR REFERENCE. PHOTO ID MATCHES REPAIR ID. SOME REPAIRS MAY NOT HAVE A MATCHING PHOTOGRAPH.
  - 3. REPAIR ID NUMBERS MAY NOT BE SEQUENTIAL.
  - 4. SEE REPAIR CALLOUT LEGEND AND S-001 FOR REPAIR INFORMATION AND ABBREVIATIONS.
  - 5. SEE S-301 FOR MAINTENANCE OF TRAFFIC INFORMATION
  - 6.  DENOTES CONCRETE FRAMING ABOVE RETAIL AREA OF GARAGE STRUCTURE. THIS AREA IS OUTSIDE OF THE SCOPE OF THE PROJECT.
  - 7. REPAIR ID NUMBERS STARTING WITH "00" ARE LOCATED ON BASEMENT LEVEL SURFACES ACCESSIBLE FROM THE TOP OF S.O.G ON THE BASEMENT ON THE EASTERN SIDE OF THE GARAGE.



CITY OF  
BLOOMINGTON

WALNUT STREET  
PARKING GARAGE  
REPAIRS AND  
WATERPROOFING  
2020

Owner  
City of Bloomington  
Public Works Department  
401 N. Morton Street, Suite 120  
Bloomington, Indiana 47404  
812-349-3410

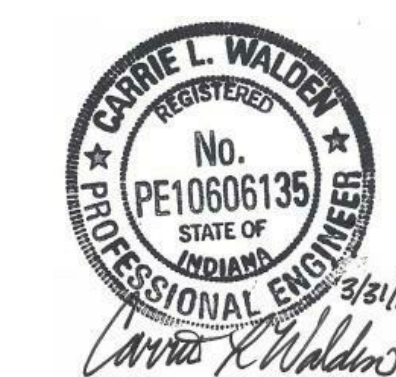
Structural Engineer  
CE Solutions Inc.  
10 Shoshone Drive  
Carmel, IN 46032  
317-818-1912

REVISIONS

| DATE | DESCRIPTION |
|------|-------------|
|      |             |
|      |             |

CONSTRUCTION DOCUMENTS

DRAWN BY  
RMS  
CHECKED BY  
JAB  
APPROVED BY  
CLW



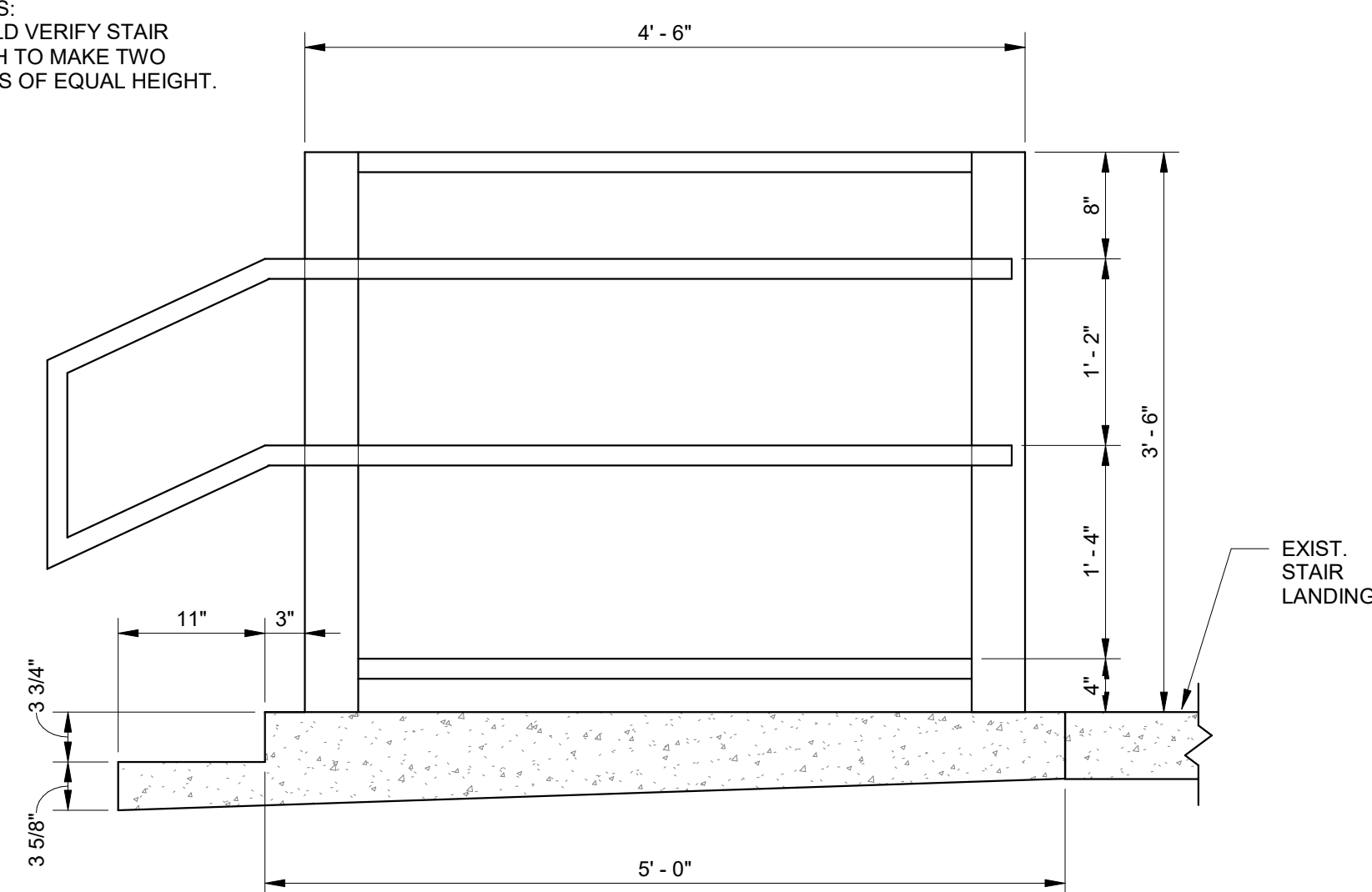
**CE Solutions**  
structural engineers  
10 Shoshone Drive Carmel, IN 46032 317.818.1912  
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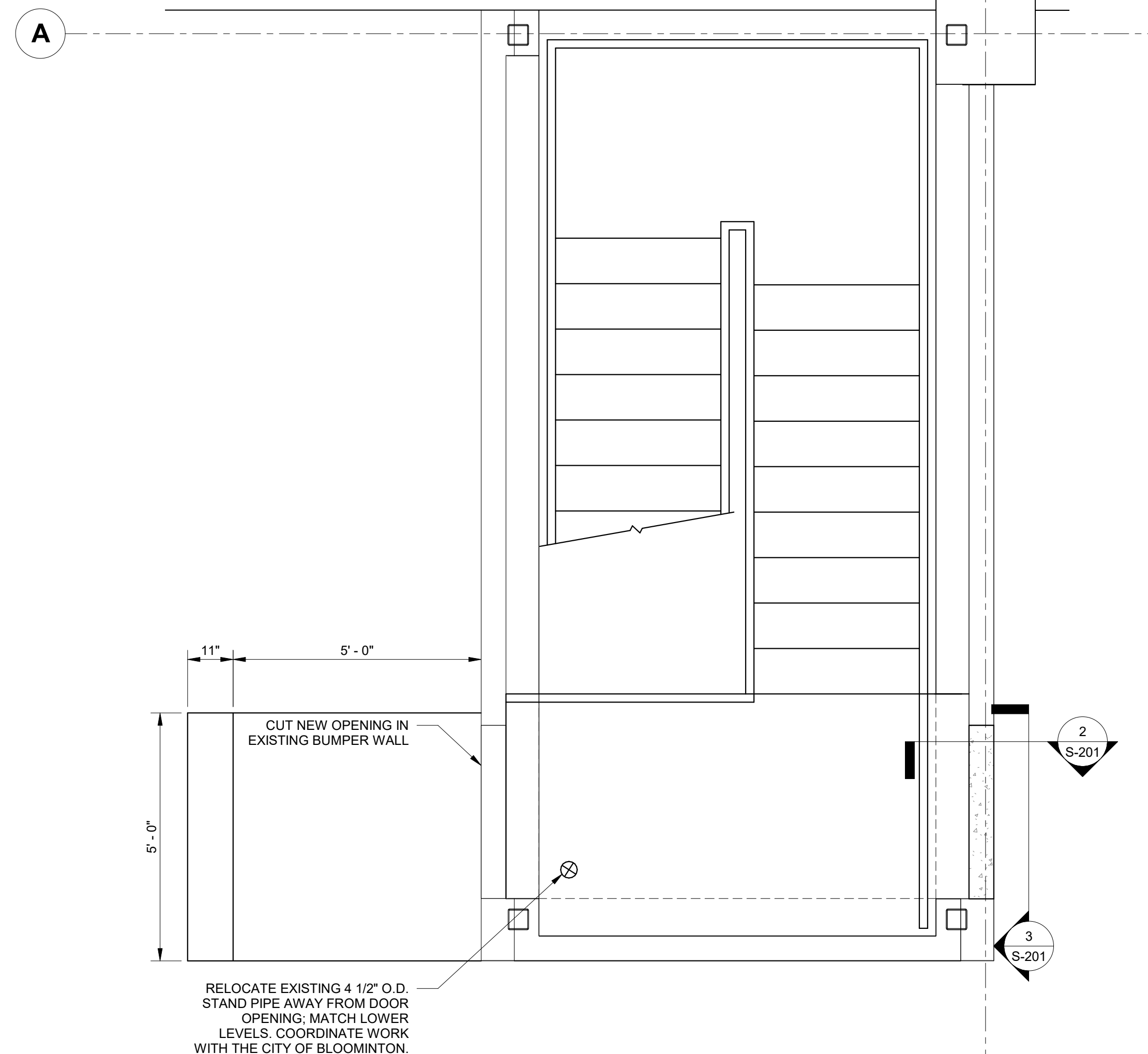
SHEET TITLE  
**LEVEL 6 SW STAIR PLAN  
AND SECTIONS**

PROJECT NO. 20-108  
DATE 03/31/2020  
SHEET NUMBER  
**S-201**

NOTES:  
1. FIELD VERIFY STAIR  
DEPTH TO MAKE TWO  
STAIRS OF EQUAL HEIGHT.

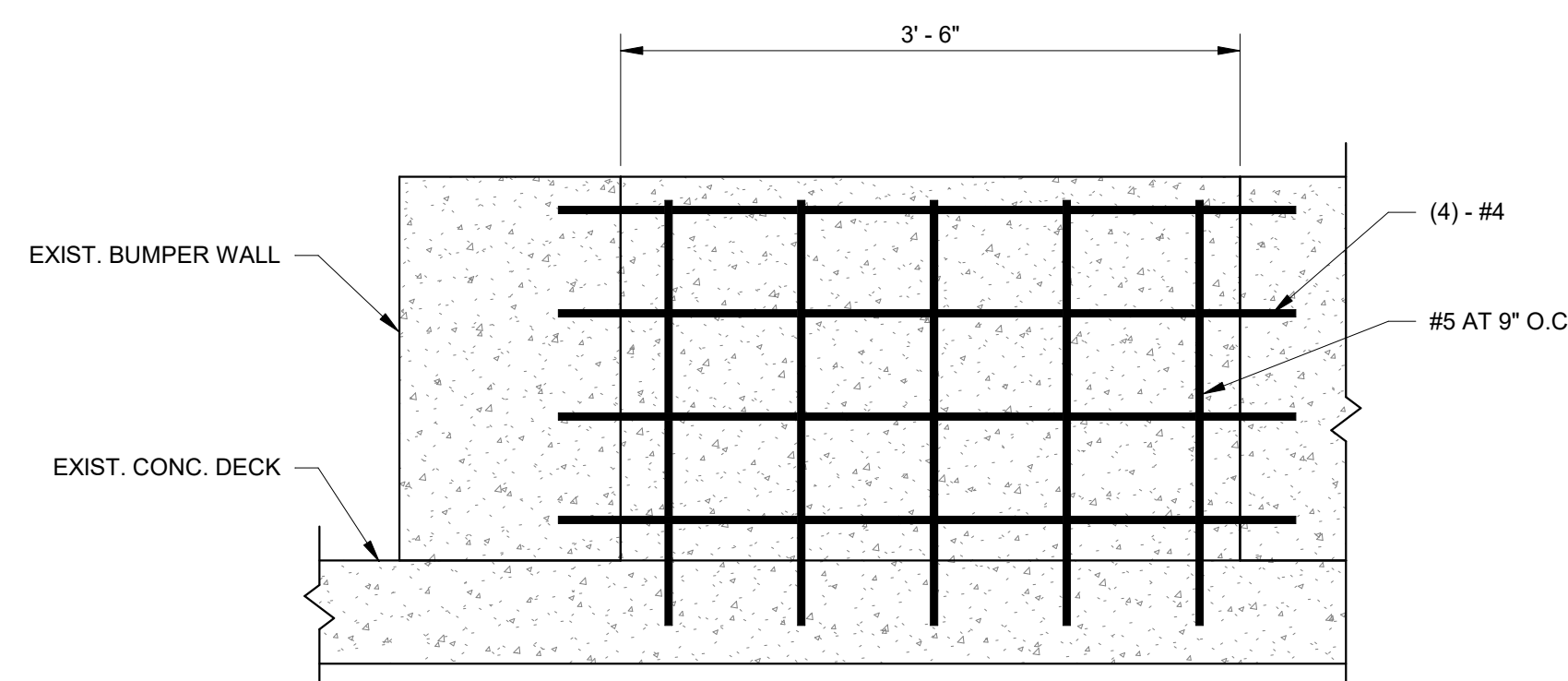


4 SECTION  
S-201 1" = 1'-0"

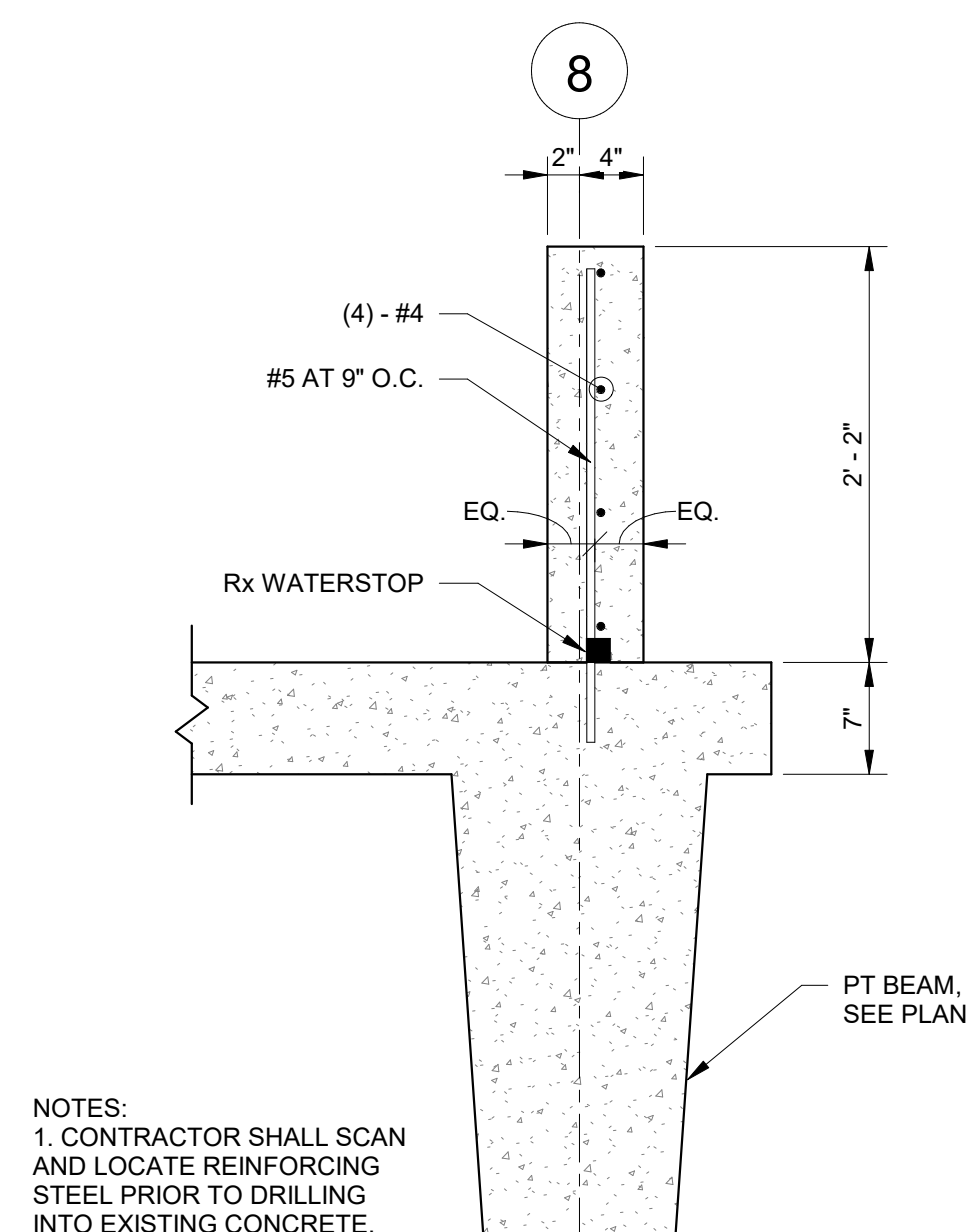


2 SECTION  
S-201 1" = 1'-0"

1 LEVEL 6 REPAIR PLAN  
S-201 1/2" = 1'-0"



3 SECTION  
S-201 1" = 1'-0"



NOTES:  
1. CONTRACTOR SHALL SCAN  
AND LOCATE REINFORCING  
STEEL PRIOR TO DRILLING  
INTO EXISTING CONCRETE.

2 SECTION  
S-201 1" = 1'-0"

# AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

BROWNING CHAPMAN, LLC

FOR

WALNUT STREET PARKING GARAGE REPAIRS

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

**WITNESSETH THAT:**

WHEREAS, CITY desires to retain CONTRACTOR'S services for Walnut Street Parking Garage Repairs (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 the number of days allotted for each Phase of work contained in the Scope of Work from the date(s) 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** Upon submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed One Hundred Ninety-Six Thousand, One Hundred Ninety-Two Dollars and Zero Cents (\$196,192.00). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

**3.06** **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 set out below.

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

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

**4.03** **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

**ARTICLE 5. GENERAL PROVISIONS**

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

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

**5.02 Abandonment, Default and Termination**

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

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

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

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by CITY ENGINEER or his or her representative.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

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

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

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

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

**5.03** Successors and Assigns

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

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

**5.04** Extent of Agreement: Integration

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

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

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

**5.05** Insurance

**5.05.01**

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

| <u>Coverage</u>   | <u>Limits</u>                    |
|---|----------------------------------|
| A. Worker's Compensation & Disability   | Statutory Requirements           |
| B. Employer's Liability Bodily Injury by Accident   | \$100,000 each accident          |
| Bodily Injury by Disease  | \$500,000 policy limit           |
| Bodily Injury by Disease  | \$100,000 each employee          |
| C. Commercial General Liability (Occurrence Basis)  | \$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    | Browning Chapman, LLC         |
| Attn: Ryan Daily       | Attn: Allan Browning          |
| P.O. Box 100 Suite 130 | 9900 Westpoint Dr., Suite 128 |

|                            |                       |
|----------------------------|-----------------------|
| Bloomington, Indiana 47402 | Indianapolis, N 46256 |
|----------------------------|-----------------------|

**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  
Bloomington Board of Public Works

Browning Chapman, LLC

BY:

BY:

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

\_\_\_\_\_  
Contractor Representative

\_\_\_\_\_  
Beth H. Hollingsworth, Member

Allan Browning  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Dana Palazzo, Member

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

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

**ATTACHMENT 'A'**  
**"SCOPE OF WORK"**  
**WALNUT STREET PARKING GARAGE REPAIRS**

The Scope of Work for this project shall be performed in Phases, each of which shall identify the portion of the Scope of Work provided below which will be completed. Each Phase of work shall be authorized to begin ONLY upon the receipt of a Notice to Proceed and a completion date for that particular Phase.

This project shall include, but is not limited to, the following Scope of Work:

**PHASE ONE**

1. Epoxying injection of columns on all levels. The total quantity is 433 lft.
  - a. This work will take approximately 2 weeks.
  - b. Cost = \$15,155
  
2. Southeast stair top level improvements – roof replacement, relocation of enclosure opening from the south side of the enclosure to the north side, partial glass replacement (for the opening change and one piece of broken glass), replacement of the curtainwall gasket. New bollards in front of the south stair at all levels.
  - a. This work will take approximately 4 – 6 weeks; this work can be concurrent with Item 1 work described above.
  - b. Alternate 1 Stairwell = \$1,725\*
  - c. Cost = \$43,200

These first two (2) items shall be identified as PHASE ONE of this Agreement. The costs provided above for each portion of PHASE ONE, along with the full mobilization cost of \$21,500 (estimated)\*\* , shall constitute the work to be performed under PHASE ONE of this Agreement.

Total compensation for PHASE ONE shall not exceed Eighty-One Thousand, Five Hundred Eighty Dollars (\$81,580.00).

PHASE ONE work shall commence upon receipt of a Notice to Proceed, and all PHASE ONE work shall be completed on or before July 31, 2020.

---

**ADDITIONAL WORK TO BE PERFORMED IN A SUBSEQUENT PHASE OR PHASES:** Any subsequent Phase may contain one (1) or multiple items described below, at the cost identified for each and within the timeframe provided below, as contained in a Notice to Proceed.

1. Level 6 deck and underside repairs including clean and coat of exposed corroded connection plates, concrete patching, epoxy injection of precast panels and deck, localized elastomeric coating over post-tensioned end caps, and north stair landing repair.
  - a. This work will take approximately 3 weeks; this work can be concurrent with Item 1 and 2 work.
  - b. Cost = \$10,800
  
2. Level 5 deck and underside repairs including patching, rout and seal of cracks, and silane sealing of the deck, epoxy injection of precast panels, concrete patching, localized elastomeric coating of post tensioned end caps, and rout and seal cracks in end walls.
  - a. This work will take approximately 3 weeks; this work would be performed after Item 3 work and will require maintenance of traffic closures to keep the garage partially open above Level 5.
  - b. Cost = \$11,550

3. Level 4 deck and underside work including patching, rout and seal of cracks, and silane sealing of the deck, epoxy injection of end walls and beams, sealing of columns, concrete patching of walls and columns, and localized elastomeric coating of post-tensioned end caps.
  - a. This work will take approximately 2 weeks; this work would be performed after Item 4 work as the partial garage closures move down the garage level by level.
  - b. Cost = \$32,000
4. Level 3 deck and underside work including patching and silane sealing of the deck, concrete patching of columns, epoxy injection of precast panels, beams, and walls, localized elastomeric coating of post-tensioned end caps.
  - a. This work will take approximately 1-2 weeks; this work would be performed after Item 5 work is complete as the partial garage closures move down through the garage level by level.
  - b. Cost = \$10,567
5. Level 2/Level 1 deck and underside and basement work including deck repairs and silane sealing (partial area) and traffic coating (partial area), expansion joint replacement, concrete patching of columns, retaining walls, and precast panels, epoxy injection of precast panels and retaining walls, and localized elastomeric coating of post-tensioned end caps.
  - a. This work will take approximately 2-3 weeks; this work would be performed after Item 4 work is complete as the partial garage closures move down through the garage level by level.
  - b. Cost = \$50,600
6. Localized replacement of slab-on-grade for drainage improvements near the entrance to the garage.
  - a. This work will take approximately 1 week.
  - b. Cost = \$1,600

Base Bid = \$196,192

Approved Alternate = \$1,725\*

\*\*General conditions and mobilization include contractor supervision, overhead and profit, general conditions including mobilization and demobilization costs for fencing and labor, dumpster, etc.

Cost = \$21,500

**ATTACHMENT 'B'**

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

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

**AFFIDAVIT**

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

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

|    | Trench Safety Measure | Units of Measure | Unit Cost | Unit Quantity | Extended Cost  |
|----|-----------------------|------------------|-----------|---------------|----------------|
| A. |                       |                  |           |               |                |
| B. |                       |                  |           |               |                |
| C. |                       |                  |           |               |                |
| D. |                       |                  |           |               |                |
|    |                       |                  |           | <b>Total</b>  | <b>\$_____</b> |

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

\_\_\_\_\_

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

\_\_\_\_\_  
Signature

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

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

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

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

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

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

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

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA Indiana )
)SS:
COUNTY OF Hamilton )

E-Verify AFFIDAVIT

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

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

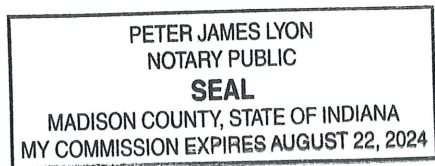
Signature
Allan Browning
Printed Name

STATE OF INDIANA )
)SS:
COUNTY OF Hamilton )

Before me, a Notary Public in and for said County and State, personally appeared Allan Browning and acknowledged the execution of the foregoing this 24th day of April, 2020.

Notary Public's Signature
Peter Lyon
Printed Name of Notary Public

My Commission Expires: August 22, 2024
County of Residence: Madison





**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

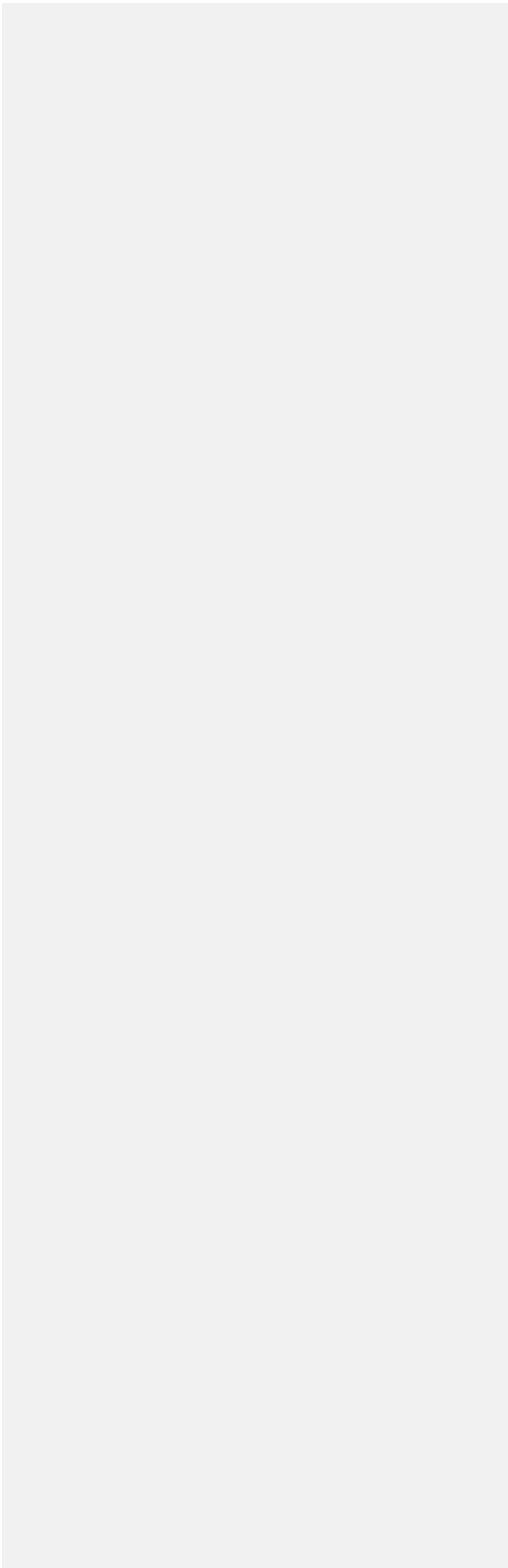
\_\_\_\_\_  
Printed Name

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



**SECTION IV CONTRACTOR'S NON- COLLUSION AFFIDAVIT**

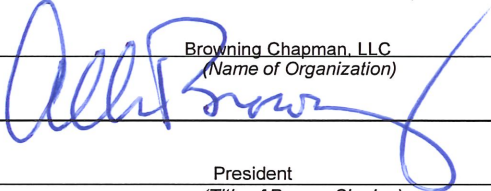
The undersigned bidder or agent, being duly sworn on oath, says that he or she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him or her, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He or she further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

**SECTION V OATH AND AFFIRMATION**

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at 4:00 p.m. this 24th day of April 2020


By   
Browning Chapman, LLC  
(Name of Organization)  
President  
(Title of Person Signing)

**ACKNOWLEDGEMENT**

STATE OF Indiana )  
 ) ss  
COUNTY OF Hamilton )

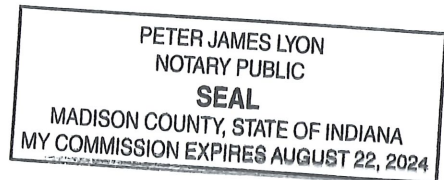
Before me, a Notary Public, personally appeared the above-named Allan Browning and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 24th day of April 2020

  
Notary Public

My Commission Expires: August 22, 2024

County of Residence: Madison



**ESCROW AGREEMENT**  
**Walnut Street Parking Garage Repairs, May 2020**

THIS ESCROW AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Bloomington, Indiana, Board of Public Works (the "Owner"), and \_\_\_\_\_ Browning Chapman, LLC \_\_\_\_\_, (the "Contractor"), and First Financial Bank, an Ohio state chartered bank (the "Escrow Agent"). The Owner and Contractor shall be collectively referred to as the "Parties" herein.

WHEREAS, the Owner and Contractor entered into an Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the amount of \$100,000.00 or more, for the construction of a public works project (the "Construction Agreement"); and

WHEREAS, said Construction Agreement provides that portions of payments by Owner to Contractor shall be retained by Owner (the "Retainage") and shall be placed in the escrow account created hereby.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

To the extent that the Owner retains funds out of payments applied for by the Contractor under the provisions of the Construction Agreement providing for payments based on the value of the work in place and the materials stored, the Owner shall place the funds so retained in an escrow account. Such deposit shall be made within three (3) business days after the date such payments are made to Contractor.

The Escrow Agent shall open a "Money Market" account that invests primarily in short-term, interest bearing bank deposit accounts, and/or investment grade securities and deposit said Retainage promptly into the account; however, the Escrow Agent makes no representation as to the yield of such investment and will not bear liability for any delays in depositing the Retainage or for any failure to achieve the maximum possible yield from such Deposit.

The income from and earnings on and all gains derived from the investment and reinvestment of the funds (escrow income) shall be held in the escrow account. The Escrow Agent shall deposit all funds and hold all investments in a specific escrow fund so that a quarterly accounting can and shall be made to the Contractor of all investments made in such funds and all income, fees, payments, deposits, and other activities related to the escrow funds.

The Deposit, less any and all transaction or account fees or charges and out-of-pocket expenses of Escrow Agent attributable to, or incurred in connection with, the deposit thereof in accordance with the terms of this Agreement which items may be deducted by the Escrow Agent from the Deposit as set forth below (such net sum being the "Net Deposit"), will be delivered by Escrow Agent in accordance with the terms of this Escrow Agreement to the person or persons entitled thereto or, herein, to a substitute impartial party or a court of competent jurisdiction. Escrow Agent agrees to provide the Parties with copies of each monthly statement for the Escrow Account for the period for which the Deposit is held by Escrow Agent. As a condition to the delivery of any funds constituting part of the Deposit, Escrow Agent may require from the recipient a receipt therefor and, upon final payment or disposition, may require its release from any liability arising out of the execution or performance hereof, such release to be in a form reasonably

satisfactory to Escrow Agent.

The Escrow Agent shall pay over the net sum held by it hereunder as follows:

The Escrow Agent shall hold all of the escrow funds and shall release the principal, Net Deposit, plus any accrued interest thereon, less any expenses, including but not limited to attorneys' fees, thereof only upon the execution and delivery to it of a Payment Certificate attached here as Exhibit A, executed by the Owner and by the Contractor specifying the portion or portions of the principal of the escrow funds to be released and the person or persons to whom such portions are to be released. After receipt of said Payment Certificate the Escrow Agent shall remit the designated part of escrowed principal and the same proportion of the escrowed income to the person(s) specified in the Payment Certificate. Such release of escrow funds shall be no more than thirty (30) days from the date of receipt by the Escrow Agent of the release executed by the Owner and Contractor.

Although statutorily entitled to a fee, the Escrow Agent agrees to waive the monthly statement fee and the monthly minimum balance.

All income earned on the escrowed principal shall be paid to the Contractor.

In lieu of the presentation of the Payment Certificate described above, any document purporting to be a certificate will be deemed by the Escrow Agent to be a proper certificate, or will suffice as a joint instruction, if it contains: (i) the name of the payee; (ii) the amount of the payment to be made; (iii) the manner of payment (i.e., by certified or cashier's check, by account-to-account transfer, or by wire transfer, whichever is applicable); and (iv) the signatures of each of the Parties hereto, excluding the Escrow Agent.

Escrow Agent will be entitled to rely upon the authenticity of any signature (and upon any facsimile of a signature as if it were an original signature) and the genuineness and/or validity of any writing received by Escrow Agent from either of the Parties pursuant to or otherwise relating to this Escrow Agreement.

Each signatory to this Escrow Agreement warrants that it has full and complete authority to enter into this Escrow Agreement.

The Escrow Agent may at any time request written instructions from the Parties with respect to the interpretation hereof or of action to be taken or suffered or not taken hereunder and, notwithstanding any other provision hereof, will be entitled to withhold (and will not be under any liability to any person for withholding) action hereunder until it has received written instructions signed by all of the Parties.

In the event of the receipt by the Escrow Agent of any notice, demand, or certificate not provided for or in compliance with this Escrow Agreement or of any inconsistent or conflicting notices or certificates, the Escrow Agent will be protected in taking no action whatsoever with reference to any such notice or demand, unless such inaction constitutes gross negligence or willful misconduct on the part of the Escrow Agent. In case of: (i) receipt of contradictory instructions from the Parties; (ii) any dispute as to any matter arising under this Agreement; or (iii) any uncertainty as to the meaning or applicability of any of the provisions hereof, Escrow Agent may, at

its option at any time thereafter, deposit the Deposit and/or documents or assets then being held by it in escrow into a court having appropriate jurisdiction, or take such affirmative steps as it may elect in order to substitute an impartial bank of comparable financial and industrial standing to hold the Deposit and/or documents and will thereby be discharged and relieved of any and all liability hereunder.

The Escrow Agent may resign at any time by giving a minimum of thirty (30) days' prior written notice of resignation to the Parties, such resignation to be effective on the date specified in such notice. The Deposit, and any other assets held by the Escrow Agent under the terms of this Escrow Agreement as of the effective date of the resignation, will be delivered to a successor escrow agent designated in writing jointly by the Parties. If no successor escrow agent has been appointed as of the effective date of the resignation, all obligations of the Escrow Agent hereunder will nevertheless cease and terminate, except that the Escrow Agent's sole responsibility thereafter will be to keep safely the Deposit then held by it and to deliver the same to a person designated by both Parties or in accordance with the direction of a final order or judgment of a court of competent jurisdiction.

The Escrow Agent has no responsibility concerning compliance by the Parties with their duties to each other under this Escrow Agreement or any other agreements. Escrow Agent will have only such duties and obligations as are specifically imposed upon it by the terms and conditions of this Escrow Agreement and no implied duties or obligations will be read into this Escrow Agreement against Escrow Agent.

The Parties, jointly and severally, agree to indemnify and hold harmless Escrow Agent from and against any and all costs including its attorney's fees, claims or damages howsoever occasioned that may be incurred by Escrow Agent acting under this Escrow Agreement or to which Escrow Agent may be put in connection with Escrow Agent acting under this Escrow Agreement arising from the Parties' willful misconduct or negligence.

In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided above, the escrowed funds shall be paid in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.

The account shall be a commercial money market account set up by the Escrow Agent to hold the retainage, and there shall be no fees and no minimum balance required. The account shall earn interest rate based on balances. The Parties agree to reimburse Escrow Agent for all reasonable expenses, disbursements and advances incurred or made by Escrow Agent in the performance of its duties hereunder (including reasonable fees, expenses and disbursements of its counsel).

The Escrow Agent will not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and will not be required to take any action which in Escrow Agent's reasonable judgment would cause it to incur expense or liability unless furnished with security and indemnity which it reasonably deems to be satisfactory.

This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have

against the other arising out of the aforementioned Construction Agreement.

This instrument constitutes the entire agreement between the Parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds. The Escrow Agent is not liable to the Owner and Contractor for any loss or damages, other than loss or damage directly caused by Escrow Agent's own gross negligence or willful misconduct.

This Escrow Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms or covenants hereof may be waived only by a written instrument executed by all the Parties hereto.

This Escrow Agreement contains the entire agreement between the Parties with respect to the escrow transaction contemplated herein and may not be changed or terminated orally.

This Escrow Agreement shall be governed by the laws of the State of Indiana.

This Escrow Agreement will be binding upon and inure solely to the benefit of the Parties hereto and their respective heirs, administrators, successors and assigns, and will not be enforceable by or inure to the benefit of any third party, except any successor escrow agent. No party may assign any of its rights or obligations under this Escrow Agreement without the written consent of the other parties, except that either of the Parties may assign its rights and obligations hereunder in connection with a permitted assignment of its rights and obligations under the Agreement in which case any signatures required hereunder will be those of such assignee.

This Escrow Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

All notices, waivers, consents, approvals and other communications hereunder shall be in writing and shall be deemed to have been properly given on the date of service if delivered personally or on the date of mailing if deposited in the United States mail, first class postage prepaid, to the extent required by applicable law, and will comply with the requirements of the Uniform Commercial Code then in effect, addressed appropriately as follows:

If to Owner:

City of Bloomington Board of Public Works  
401 N. Morton Street, Suite 120  
Bloomington IN 47404  
Attn: Adam Wason, Director

If to Escrow Agent:

First Financial Bank 536 N. College Ave.  
Bloomington, IN 47404  
Attn: Cindy Kinnarney

**If to Contractor:**

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

Address: \_\_\_\_\_

City/State: \_\_\_\_\_

Attn: \_\_\_\_\_

In Witness Whereof, the undersigned have executed this Escrow Agreement as of the day and year first above written.

**OWNER:**

City of Bloomington, Board of Public Works

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

Kyla Cox Deckard, President

**CONTRACTOR:**

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

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

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

Tax I.D. No.: \_\_\_\_\_

**ESCROW AGENT:**

First Financial Bank

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

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

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



**AUTHORIZATION TO RELEASE ESCROW FUNDS**  
(Date) \_\_\_\_\_

First Financial Bank  
536 N. College Avenue  
Bloomington, IN 47404

Attn: Cindy Kinnarney

Ladies and Gentlemen:

Pursuant to that certain Escrow Agreement dated as of \_\_\_\_\_, 20\_\_\_\_, by and among you as Escrow Agent and the undersigned (the "Escrow Agreement"), the undersigned hereby jointly notify and instruct you to issue a check for the balance in the Escrow Account as follows:

Escrow Account for Retainage on Project: \_\_\_\_\_  
Account Holder/Contractor: \_\_\_\_\_  
Primary Account Number: \_\_\_\_\_

The undersigned, in consideration of the release of funds being held by Escrow Agent, and other good and valuable consideration, receipt of which is hereby acknowledged, hereby release, acquit and forever discharge the Escrow Agent, and it employees, officers, directors, agents, accountants, attorneys and parent companies, and all directors, agents, accounts and attorneys of such parent companies and all employees, officers, and heirs, executors, administrators, successors and assigns of all of the foregoing, jointly and severally (collectively, the "Bank Parties"), of and from all and any manner of action, actions, cause and causes of action, suits, debts, dues, sums of money, accounts, bonds, bills, covenants, contracts, agreements, promises, obligations, defenses, offsets, counterclaims, damages, judgments, claims, demands and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, in law or in equity, that any one or more of the undersigned had, have, may have or may in the future have against any one or more of the Bank Parties arising out of, for or by reason of or resulting from or in any way related, directly or indirectly, to the Escrow Agreement. In addition, the undersigned, jointly and severally, agree not to commence, aid, cause, permit, join in, prosecute or participate in any suit or other proceeding in a position which is adverse to any of the Bank Parties, which suit or proceeding arises from or relates to, in whole or in part, directly or indirectly, any of the foregoing matters.

Sincerely,

THE ESCROW PARTIES:

The City of Bloomington

Contractor

Reviewed and Approved By:

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

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

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

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

Dated: \_\_\_\_\_

Escrow Agent  
First Financial Bank

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

\_\_\_\_\_  
Printed Name and Title



# Board of Public Works Claim Register

Invoice Date Range 05/18/20 - 05/29/20

| Vendor   | Invoice Description                              | Contract # | Payment Date | Invoice Amount    |
|--|--|------------|--------------|-------------------|
| <b>Fund 101 - General Fund (S0101)</b>                     |  |            |              |                   |
| <b>Department 01 - Animal Shelter</b>                      |  |            |              |                   |
| <b>Program 010000 - Main</b>                               |  |            |              |                   |
| <b>Account 43430 - Animal Adoption Fees</b>                |  |            |              |                   |
| Sophia Hebert  | 01-refund adoption fee-feline-5/8/2020           |            | 05/29/2020   | 55.00             |
| Cara Swedran   | 01-refund adoption fee-feline-5/13/200           |            | 05/29/2020   | 75.00             |
| Medina Sydykanova  | 01-refund adoption fee-5/5/2020                  |            | 05/29/2020   | 75.00             |
| <b>Account 43430 - Animal Adoption Fees Totals</b>         |  |            | Invoice 3    | <u>\$205.00</u>   |
| <b>Account 52210 - Institutional Supplies</b>              |  |            |              |                   |
| 4623 - Bayer Corporation                                   | 01-antibiotics-Baytril-4/27/20                   |            | 05/29/2020   | 37.00             |
| 313 - Fastenal Company                                     | 01-hand soap-5/4/20                              |            | 05/29/2020   | 9.96              |
| 4586 - Hill's Pet Nutrition Sales, INC                     | 01-prescription canine food-5/1/20               |            | 05/29/2020   | 56.39             |
| 3929 - IDEXX Laboratories, INC                             | 01-parvo, FIV/FelV, diagnostic tests             |            | 05/29/2020   | 774.62            |
| 4666 - Zoetis, INC   | 01-heartworm treatment, antibiotics-4/20/20      |            | 05/29/2020   | 431.06            |
| 4574 - John Deere Financial (Rural King)                   | 01-Litter, Bedding, Animal Feed                  |            | 05/29/2020   | 40.44             |
| <b>Account 52210 - Institutional Supplies Totals</b>       |  |            | Invoice 6    | <u>\$1,349.47</u> |
| <b>Account 53130 - Medical</b>                             |  |            |              |                   |
| 3376 - Bloomington Pets Alive, INC                         | 01-spay/neuter surgeries-4/29-5/7/20             |            | 05/29/2020   | 2,461.00          |
| 54639 - Shake Veterinary Services, INC (Town & Country Vet | 01-office visit & medications-3/10/20            |            | 05/29/2020   | 25.00             |
| 54639 - Shake Veterinary Services, INC (Town & Country Vet | 01-exams, x-rays-4/28/20                         |            | 05/29/2020   | 164.14            |
| 54639 - Shake Veterinary Services, INC (Town & Country Vet | 01-blood work, dental, spay/neuter-5/5 &         |            | 05/29/2020   | 1,040.03          |
| <b>Account 53130 - Medical Totals</b>                      |  |            | Invoice 4    | <u>\$3,690.17</u> |
| <b>Account 53510 - Electrical Services</b>                 |  |            |              |                   |
| 223 - Duke Energy  | 19-CH/off site facilities-electric summary bill- |            | 05/18/2020   | 1,134.02          |
| <b>Account 53510 - Electrical Services Totals</b>          |  |            | Invoice 1    | <u>\$1,134.02</u> |
| <b>Account 53990 - Other Services and Charges</b>          |  |            |              |                   |
| 4045 - Datamars, INC                                       | 01-microchip registration-3                      |            | 05/29/2020   | 29.97             |
| 60 - Monroe County Solid Waste Management District         | 01-needle disposal fee-4/29/20                   |            | 05/29/2020   | 69.60             |
| <b>Account 53990 - Other Services and Charges Totals</b>   |  |            | Invoice 2    | <u>\$99.57</u>    |
| <b>Program 010000 - Main Totals</b>                        |  |            | Invoice 16   | <u>\$6,478.23</u> |



# Board of Public Works Claim Register

Invoice Date Range 05/18/20 - 05/29/20

**Program 010001 - Donations Over \$5K**

**Account 53130 - Medical**

6529 - BloomingPaws, LLC

|  |            |                   |
|--|------------|-------------------|
| 01-heartworm treatment-5/11/20                     | 05/29/2020 | 106.54            |
| Account <b>53130 - Medical</b> Totals              | Invoice 1  | <u>\$106.54</u>   |
| Program <b>010001 - Donations Over \$5K</b> Totals | Invoice 1  | <u>\$106.54</u>   |
| Department <b>01 - Animal Shelter</b> Totals       | Invoice 17 | <u>\$6,584.77</u> |

**Department 03 - City Clerk**

**Program 030000 - Main**

**Account 52410 - Books**

843 - A.E. Boyce Company, INC

|   |            |                |
|---|------------|----------------|
| 03-freight charges for minute books-Inv.<br>0166277 | 05/29/2020 | 22.20          |
| Account <b>52410 - Books</b> Totals                 | Invoice 1  | <u>\$22.20</u> |

**Account 53910 - Dues and Subscriptions**

259 - Indiana Association Of Cities & Towns (AIM)

|  |            |                |
|--|------------|----------------|
| 03-2020 IMLA dues for N. Bolden                      | 05/29/2020 | 50.00          |
| Account <b>53910 - Dues and Subscriptions</b> Totals | Invoice 1  | <u>\$50.00</u> |
| Program <b>030000 - Main</b> Totals                  | Invoice 2  | <u>\$72.20</u> |
| Department <b>03 - City Clerk</b> Totals             | Invoice 2  | <u>\$72.20</u> |

**Department 04 - Economic & Sustainable Dev**

**Program 040000 - Main**

**Account 53990 - Other Services and Charges**

6515 - Green Camino, INC

|  |            |                |
|--|------------|----------------|
| 04 - Monthly Composting Services Transit                     | 05/29/2020 | 60.00          |
| Account <b>53990 - Other Services and Charges</b> Totals     | Invoice 1  | <u>\$60.00</u> |
| Program <b>040000 - Main</b> Totals                          | Invoice 1  | <u>\$60.00</u> |
| Department <b>04 - Economic &amp; Sustainable Dev</b> Totals | Invoice 1  | <u>\$60.00</u> |

**Department 05 - Common Council**

**Program 050000 - Main**

**Account 52410 - Books**

3956 - West Publishing Corporation (Thomson Reuters)

|                                     |            |                 |
|-------------------------------------|------------|-----------------|
| 10-Library Plan Charges- 4/5-5/4/20 | 05/29/2020 | 204.18          |
| Account <b>52410 - Books</b> Totals | Invoice 1  | <u>\$204.18</u> |

**Account 53910 - Dues and Subscriptions**

3956 - West Publishing Corporation (Thomson Reuters)

|  |            |                 |
|--|------------|-----------------|
| 10-West Information charges-4/1-4/30/20              | 05/29/2020 | 340.78          |
| Account <b>53910 - Dues and Subscriptions</b> Totals | Invoice 1  | <u>\$340.78</u> |

**Account 53960 - Grants**



# Board of Public Works Claim Register

Invoice Date Range 05/18/20 - 05/29/20

|   |  |            |                     |
|---|--|------------|---------------------|
| 1138 - BCT Management, INC                                  | 05-BCT Programming Support Q2 2020                                 | 05/29/2020 | 13,750.00           |
|   | Account <b>53960 - Grants</b> Totals                               | Invoice 1  | <u>\$13,750.00</u>  |
|   | Program <b>050000 - Main</b> Totals                                | Invoice 3  | <u>\$14,294.96</u>  |
|   | Department <b>05 - Common Council</b> Totals                       | Invoice 3  | <u>\$14,294.96</u>  |
| Department <b>06 - Controller's Office</b>                  |  |            |                     |
| Program <b>060000 - Main</b>                                |  |            |                     |
| Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> |  |            |                     |
| 5648 - Reedy Financial Group, PC                            | 06- Financial Services - TIF                                       | 05/29/2020 | 6,532.49            |
|   | Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals | Invoice 1  | <u>\$6,532.49</u>   |
| Account <b>53990 - Other Services and Charges</b>           |  |            |                     |
| 5648 - Reedy Financial Group, PC                            | 06- Financial Services   | 05/29/2020 | 9,459.83            |
| 5444 - Tyler Technologies, INC                              | 06-Energov Community Development Software                          | 05/29/2020 | 129,081.00          |
|   | Account <b>53990 - Other Services and Charges</b> Totals           | Invoice 2  | <u>\$138,540.83</u> |
|   | Program <b>060000 - Main</b> Totals                                | Invoice 3  | <u>\$145,073.32</u> |
|   | Department <b>06 - Controller's Office</b> Totals                  | Invoice 3  | <u>\$145,073.32</u> |
| Department <b>10 - Legal</b>                                |  |            |                     |
| Program <b>100000 - Main</b>                                |  |            |                     |
| Account <b>52410 - Books</b>                                |  |            |                     |
| 3956 - West Publishing Corporation (Thomson Reuters)        | 10-Library Plan Charges- 4/5-5/4/20                                | 05/29/2020 | 996.95              |
|   | Account <b>52410 - Books</b> Totals                                | Invoice 1  | <u>\$996.95</u>     |
| Account <b>53120 - Special Legal Services</b>               |  |            |                     |
| 7107 - Jawn J Bauer (Bauer & Densford)                      | 10-legal services-Jones Case-Cause 53C08-1802-OV-000011            | 05/29/2020 | 140.00              |
| 330 - Ice Miller, LLP                                       | 10-environmental site investigation-Hosp prop-10/23/19             | 05/29/2020 | 9,590.00            |
| 608 - Krieg Devault, LLP                                    | 10-retainer agreement April 2020                                   | 05/29/2020 | 2,500.00            |
| 199 - Monroe County Government                              | 10 recording fees Five Bamboo Waiver 151920cbl                     | 05/29/2020 | 25.00               |
|   | Account <b>53120 - Special Legal Services</b> Totals               | Invoice 4  | <u>\$12,255.00</u>  |
| Account <b>53910 - Dues and Subscriptions</b>               |  |            |                     |
| 3956 - West Publishing Corporation (Thomson Reuters)        | 10-West Information charges-4/1-4/30/20                            | 05/29/2020 | 1,363.09            |
| 3956 - West Publishing Corporation (Thomson Reuters)        | 10-credit-online charges-Inv. 0841564095                           | 05/29/2020 | (25.00)             |
|   | Account <b>53910 - Dues and Subscriptions</b> Totals               | Invoice 2  | <u>\$1,338.09</u>   |
|   | Program <b>100000 - Main</b> Totals                                | Invoice 7  | <u>\$14,590.04</u>  |



# Board of Public Works Claim Register

Invoice Date Range 05/18/20 - 05/29/20

|  |  |                                     |            |             |
|--|--|-------------------------------------|------------|-------------|
|  |  | Department <b>10 - Legal</b> Totals | Invoice 7  | \$14,590.04 |
| Department <b>11 - Mayor's Office</b>                              |  |                                     | ..         |             |
| Program <b>110000 - Main</b>                                       |  |                                     |            |             |
| Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b>        |  |                                     |            |             |
| 6428 - Kelly M Boatman (Core Projective, LLC)                      | 11-project management OOTM April                             |                                     | 05/29/2020 | 1,402.50    |
| Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals |  |                                     | Invoice 1  | \$1,402.50  |
| Account <b>53910 - Dues and Subscriptions</b>                      |  |                                     |            |             |
| 5954 - The Greater Bloomington Chamber Of Commerce, INC            | 11-annual membership dues                                    |                                     | 05/29/2020 | 1,100.00    |
| Account <b>53910 - Dues and Subscriptions</b> Totals               |  |                                     | Invoice 1  | \$1,100.00  |
| Account <b>53990 - Other Services and Charges</b>                  |  |                                     |            |             |
| 7347 - Andrew B Krebbs   | 11-transcription for mayor's video May 7                     |                                     | 05/29/2020 | 10.00       |
| 7347 - Andrew B Krebbs   | 11-transcription for mayor's video 5/11                      |                                     | 05/29/2020 | 7.50        |
| 7347 - Andrew B Krebbs   | 11-transcription for mayor's video 5/8                       |                                     | 05/29/2020 | 7.50        |
| Account <b>53990 - Other Services and Charges</b> Totals           |  |                                     | Invoice 3  | \$25.00     |
| Program <b>110000 - Main</b> Totals                                |  |                                     | Invoice 5  | \$2,527.50  |
| Department <b>11 - Mayor's Office</b> Totals                       |  |                                     | Invoice 5  | \$2,527.50  |
| Department <b>12 - Human Resources</b>                             |  |                                     |            |             |
| Program <b>120000 - Main</b>                                       |  |                                     |            |             |
| Account <b>53320 - Advertising</b>                                 |  |                                     |            |             |
| 6891 - Gatehouse Media Indiana Holdings (Hoosier Times)            | 12 job Ads Inv 5320  |                                     | 05/29/2020 | 101.96      |
| Account <b>53320 - Advertising</b> Totals                          |  |                                     | Invoice 1  | \$101.96    |
| Account <b>53990 - Other Services and Charges</b>                  |  |                                     |            |             |
| 19660 - Bose McKinney & Evans, LLP                                 | 12 Employment Law Matters-Inv 769123                         |                                     | 05/29/2020 | 387.00      |
| Account <b>53990 - Other Services and Charges</b> Totals           |  |                                     | Invoice 1  | \$387.00    |
| Program <b>120000 - Main</b> Totals                                |  |                                     | Invoice 2  | \$488.96    |
| Department <b>12 - Human Resources</b> Totals                      |  |                                     | Invoice 2  | \$488.96    |
| Department <b>13 - Planning</b>                                    |  |                                     |            |             |
| Program <b>130000 - Main</b>                                       |  |                                     |            |             |
| Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b>        |  |                                     |            |             |
| 6974 - M.J. Wells & Associates, INC                                | 13-Consulting Contract-Travel Demand Mgmt (TDM) Plan-3/15/20 |                                     | 05/29/2020 | 4,625.00    |
| 6974 - M.J. Wells & Associates, INC                                | 13-Travel Demand Mgmt. Plan (TDM)_Amend #1-Inv. date 3/15/20 |                                     | 05/29/2020 | 768.75      |



# Board of Public Works Claim Register

Invoice Date Range 05/18/20 - 05/29/20

|   |  |  |   |            |             |
|---|--|--|---|------------|-------------|
|   |  | Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals | - | Invoice 2  | \$5,393.75  |
| <b>Account 53320 - Advertising</b>                      |  |  |   |            |             |
| 6891 - Gatehouse Media Indiana Holdings (Hoosier Times) | 13 - Legal ad V-10-20-4th St Garage                          |  |   | 05/29/2020 | 20.94       |
|   |  | Account <b>53320 - Advertising</b> Totals                          | - | Invoice 1  | \$20.94     |
| <b>Account 53990 - Other Services and Charges</b>       |  |  |   |            |             |
| 32 - Cassidy Electrical Contractors, INC                | 13-Electrical work related to cubicle space reconfiguration  | BC 2019-120  |   | 05/29/2020 | 2,756.42    |
| 199 - Monroe County Government                          | 13-recording fees-March 2020-5 copies                        |  |   | 05/29/2020 | 5.00        |
|   |  | Account <b>53990 - Other Services and Charges</b> Totals           | - | Invoice 2  | \$2,761.42  |
|   |  | Program <b>130000 - Main</b> Totals                                | - | Invoice 5  | \$8,176.11  |
| <b>Program 132000 - MPO</b>                             |  |  |   |            |             |
| <b>Account 53990 - Other Services and Charges</b>       |  |  |   |            |             |
| 5217 - Midwestern Software Solutions, LLC               | 13-Transp. Data Mgmt System -Annual Support-7/1/20-6/30/21   |  |   | 05/29/2020 | 2,100.00    |
|   |  | Account <b>53990 - Other Services and Charges</b> Totals           | - | Invoice 1  | \$2,100.00  |
|   |  | Program <b>132000 - MPO</b> Totals                                 | - | Invoice 1  | \$2,100.00  |
|   |  | Department <b>13 - Planning</b> Totals                             | - | Invoice 6  | \$10,276.11 |
| <b>Department 19 - Facilities Maintenance</b>           |  |  |   |            |             |
| <b>Program 190000 - Main</b>                            |  |  |   |            |             |
| <b>Account 52310 - Building Materials and Supplies</b>  |  |  |   |            |             |
| 177 - Indiana Oxygen Company, INC                       | 19-cylinder rental, torch supplies, other                    |  |   | 05/29/2020 | 35.34       |
| 53005 - Menards, INC                                    | 19-batteries and C-12 performax for facilities maintenance   |  |   | 05/29/2020 | 183.76      |
| 53005 - Menards, INC                                    | 19-jigsaw blades, circlesaw blade for facilities maintenance |  |   | 05/29/2020 | 39.91       |
|   |  | Account <b>52310 - Building Materials and Supplies</b> Totals      | - | Invoice 3  | \$259.01    |
| <b>Account 52420 - Other Supplies</b>                   |  |  |   |            |             |
| 4574 - John Deere Financial (Rural King)                | 19-50 lb bag of grass seed-4/20/20                           |  |   | 05/29/2020 | 59.99       |
| 4574 - John Deere Financial (Rural King)                | 19-4 boxes of 55 gal trash bags-5/8/20                       |  |   | 05/29/2020 | 67.96       |
|   |  | Account <b>52420 - Other Supplies</b> Totals                       | - | Invoice 2  | \$127.95    |
| <b>Account 53510 - Electrical Services</b>              |  |  |   |            |             |
| 223 - Duke Energy                                       | 19-CH/off site facilities-electric summary bill-5/14/20      |  |   | 05/18/2020 | 4,942.18    |
|   |  | Account <b>53510 - Electrical Services</b> Totals                  | - | Invoice 1  | \$4,942.18  |
| <b>Account 53610 - Building Repairs</b>                 |  |  |   |            |             |



# Board of Public Works Claim Register

Invoice Date Range 05/18/20 - 05/29/20

|  |   |            |                     |
|--|---|------------|---------------------|
| 2560 - Brad Gilliland Excavating, INC            | 19- 10th & Rogers St. Parking Lot Repair                      | 05/29/2020 | 26,693.00           |
| 2560 - Brad Gilliland Excavating, INC            | 19-Morton St Parking Lot Repairs                              | 05/29/2020 | 1,840.00            |
| 4483 - City Lawn Corporation                     | 19-SA Mowing services @ City Hall 3/31                        | 05/29/2020 | 50.00               |
| 321 - Harrell Fish, INC (HFI)                    | 19-SA Quarterly Planned Maintenance @ City Hall BC 2019-23    | 05/29/2020 | 1,968.00            |
| 7402 - Nature's Way, INC                         | 19-SA Monthly Maintenance Billing                             | 05/29/2020 | 353.43              |
|  | Account <b>53610 - Building Repairs</b> Totals                | Invoice 5  | <u>\$30,904.43</u>  |
|  | Program <b>190000 - Main</b> Totals                           | Invoice 11 | <u>\$36,233.57</u>  |
|  | Department <b>19 - Facilities Maintenance</b> Totals          | Invoice 11 | <u>\$36,233.57</u>  |
| Department <b>28 - ITS</b>                       |   |            |                     |
| Program <b>280000 - Main</b>                     |   |            |                     |
| Account <b>51230 - Health and Life Insurance</b> |   |            |                     |
| 205 - City Of Bloomington                        | 28-1st Quarter (Jan-March 2020)-Health Ins. Premiums-temp emp | 05/29/2020 | 2,312.85            |
|  | Account <b>51230 - Health and Life Insurance</b> Totals       | Invoice 1  | <u>\$2,312.85</u>   |
| Account <b>52110 - Office Supplies</b>           |   |            |                     |
| 6530 - Office Depot, INC                         | 28-pens   | 05/29/2020 | 4.69                |
| 6530 - Office Depot, INC                         | 28-ink refills  | 05/29/2020 | 3.99                |
|  | Account <b>52110 - Office Supplies</b> Totals                 | Invoice 2  | <u>\$8.68</u>       |
| Account <b>52420 - Other Supplies</b>            |   |            |                     |
| 5819 - Synchrony Bank                            | 28 - Phone Case for Asst Director                             | 05/29/2020 | 19.95               |
|  | Account <b>52420 - Other Supplies</b> Totals                  | Invoice 1  | <u>\$19.95</u>      |
| Account <b>53210 - Telephone</b>                 |   |            |                     |
| 1079 - AT&T                                      | 28-CH/off site fac-long distance chgs-5/9/2020-BAN #849494015 | 05/18/2020 | 193.91              |
|  | Account <b>53210 - Telephone</b> Totals                       | Invoice 1  | <u>\$193.91</u>     |
| Account <b>53910 - Dues and Subscriptions</b>    |   |            |                     |
| 5786 - Promevo, LLC                              | 28 - Google Drive Storage Subscription 50GB - April 2020      | 05/29/2020 | 78.50               |
| 5786 - Promevo, LLC                              | 28 - Additional G Suite Basic User Licenses (18)              | 05/29/2020 | 884.16              |
|  | Account <b>53910 - Dues and Subscriptions</b> Totals          | Invoice 2  | <u>\$962.66</u>     |
|  | Program <b>280000 - Main</b> Totals                           | Invoice 7  | <u>\$3,498.05</u>   |
|  | Department <b>28 - ITS</b> Totals                             | Invoice 7  | <u>\$3,498.05</u>   |
|  | Fund <b>101 - General Fund (S0101)</b> Totals                 | Invoice 64 | <u>\$233,699.48</u> |



# Board of Public Works Claim Register

Invoice Date Range 05/18/20 - 05/29/20

**Fund 152 - Food & Beverage Tax(S9509)**

Department **06 - Controller's Office**

Program **060000 - Main**

Account **53970 - Mayor's Promotion of Business**

18844 - First Financial Bank, N.A.

|   |            |                    |
|---|------------|--------------------|
| 06-FAB RRF 05/20/2020 Bloomingtea,LLC                       | 05/20/2020 | 15,000.00          |
| Account <b>53970 - Mayor's Promotion of Business</b> Totals | Invoice 1  | <u>\$15,000.00</u> |
| Program <b>060000 - Main</b> Totals                         | Invoice 1  | <u>\$15,000.00</u> |
| Department <b>06 - Controller's Office</b> Totals           | Invoice 1  | <u>\$15,000.00</u> |
| Fund <b>152 - Food &amp; Beverage Tax(S9509)</b> Totals     | Invoice 1  | <u>\$15,000.00</u> |

**Fund 249 - Grants Non Approp**

Department **04 - Economic & Sustainable Dev**

Program **G17018 - Bloomington Wide Brownfields**

Account **53170 - Mgt. Fee, Consultants, and Workshops**

|  |   |                   |          |
|--|---|-------------------|----------|
| 4571 - BCA Environmental Consultants, LLC                          | 04 - Contract for Environmental Assessments | 05/29/2020        | 6,718.08 |
| 4571 - BCA Environmental Consultants, LLC                          | 04 - Contract for Environmental Assessments | 05/29/2020        | 1,271.96 |
| 4571 - BCA Environmental Consultants, LLC                          | 04 - Contract for Environmental Assessments | 05/29/2020        | 524.70   |
| 4571 - BCA Environmental Consultants, LLC                          | 04 - Contract for Environmental Assessments | 05/29/2020        | 420.00   |
| 4571 - BCA Environmental Consultants, LLC                          | 04 - Contract for Environmental Assessments | 05/29/2020        | 420.00   |
| Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals | Invoice 5                                   | <u>\$9,354.74</u> |          |
| Program <b>G17018 - Bloomington Wide Brownfields</b> Totals        | Invoice 5                                   | <u>\$9,354.74</u> |          |
| Department <b>04 - Economic &amp; Sustainable Dev</b> Totals       | Invoice 5                                   | <u>\$9,354.74</u> |          |
| Fund <b>249 - Grants Non Approp</b> Totals                         | Invoice 5                                   | <u>\$9,354.74</u> |          |

**Fund 312 - Community Services**

Department **09 - CFRD**

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

Account **53960 - Grants**

|  |  |                |       |
|--|--|----------------|-------|
| 7366 - Lena Lin  | 09-2020 BHM Essay Contest Winner-3rd Place | 05/29/2020     | 75.00 |
| Account <b>53960 - Grants</b> Totals                       | Invoice 1                                  | <u>\$75.00</u> |       |
| Program <b>090016 - Com Serv - Safe &amp; Civil</b> Totals | Invoice 1                                  | <u>\$75.00</u> |       |
| Department <b>09 - CFRD</b> Totals                         | Invoice 1                                  | <u>\$75.00</u> |       |
| Fund <b>312 - Community Services</b> Totals                | Invoice 1                                  | <u>\$75.00</u> |       |

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





# Board of Public Works Claim Register

Invoice Date Range 05/18/20 - 05/29/20

Department **20 - Street**

Program **200000 - Main**

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

|   |  |            |                    |
|---|--|------------|--------------------|
| 223 - Duke Energy   | 02-10th & Union-electric bill 4/7-5/7/20                 | 05/18/2020 | 41.68              |
| 223 - Duke Energy   | 02-E. 10th St.-electric charges-bill date 5/8/20         | 05/18/2020 | 119.03             |
| 223 - Duke Energy   | 02-Cottage Grove-LED energy usage-bill date 5/12/20      | 05/18/2020 | 29.29              |
| 223 - Duke Energy   | 02-Street Light Summary Electric bill-5/6/20             | 05/18/2020 | 33,465.05          |
| 223 - Duke Energy   | 02-Traffic Signal Summary electric bill-bill date 5/8/20 | 05/18/2020 | 2,823.33           |
| Account <b>53520 - Street Lights / Traffic Signals</b> Totals |  | Invoice 5  | <u>\$36,478.38</u> |
| Program <b>200000 - Main</b> Totals                           |  | Invoice 5  | <u>\$36,478.38</u> |
| Department <b>20 - Street</b> Totals                          |  | Invoice 5  | <u>\$36,478.38</u> |
| Fund <b>450 - Local Road and Street(S0706)</b> Totals         |  | Invoice 5  | <u>\$36,478.38</u> |

Fund **451 - Motor Vehicle Highway(S0708)**

Department **20 - Street**

Program **200000 - Main**

Account **52110 - Office Supplies**

|   |                            |            |                |
|---|----------------------------|------------|----------------|
| 6530 - Office Depot, INC                      | 20-permanent markers, pens | 05/29/2020 | 30.88          |
| 6530 - Office Depot, INC                      | 20-pens, correction tape   | 05/29/2020 | 16.01          |
| Account <b>52110 - Office Supplies</b> Totals |                            | Invoice 2  | <u>\$46.89</u> |

Account **52420 - Other Supplies**

|  |  |            |                 |
|--|--|------------|-----------------|
| 313 - Fastenal Company                       | 20-safety supplies-earplugs, gloves, paint, tape measure-4/29/20 | 05/29/2020 | 78.34           |
| 313 - Fastenal Company                       | 20-safety supplies-earplugs, gloves, paint, stingswab-5/5/20     | 05/29/2020 | 64.57           |
| 313 - Fastenal Company                       | 20-safety supplies-safety glasses-5/11/20                        | 05/29/2020 | 3.24            |
| 313 - Fastenal Company                       | 20-safety supplies-gloves, earplugs, paint-5/6/20                | 05/29/2020 | 73.95           |
| 4574 - John Deere Financial (Rural King)     | 20-Paint Supplies for Kirkwood ballards storage                  | 05/29/2020 | 50.96           |
| 394 - Kleindorfer Hardware & Variety         | 14-Traffic-paint   | 05/29/2020 | 11.38           |
| 6262 - Koenig Equipment, INC                 | 20-chain saw-filter plate, spark plug-5/8/20                     | 05/29/2020 | 6.23            |
| Account <b>52420 - Other Supplies</b> Totals |  | Invoice 7  | <u>\$288.67</u> |

Account **53220 - Postage**



# Board of Public Works Claim Register

Invoice Date Range 05/18/20 - 05/29/20

2649 - Danna J Workman

|   |            |         |
|---|------------|---------|
| 20- Postage-INDOT CCMG Contract & Return part to Southeastern | 05/29/2020 | 16.00   |
| Account <b>53220 - Postage</b> Totals                         | Invoice 1  | \$16.00 |

Account **53250 - Pagers**

332 - Indiana Paging Network, INC

|  |            |         |
|--|------------|---------|
| 20 Paging Service for Snow Control-June 2020 | 05/29/2020 | 87.26   |
| Account <b>53250 - Pagers</b> Totals         | Invoice 1  | \$87.26 |

Account **53510 - Electrical Services**

223 - Duke Energy

|   |            |          |
|---|------------|----------|
| 19-CH/off site facilities-electric summary bill-5/14/20 | 05/18/2020 | 104.36   |
| Account <b>53510 - Electrical Services</b> Totals       | Invoice 1  | \$104.36 |

Account **53540 - Natural Gas**

222 - Vectren

|                               |            |       |
|-------------------------------|------------|-------|
| 19-Street-gas bill-4/6-5/6/20 | 05/18/2020 | 47.37 |
|-------------------------------|------------|-------|

222 - Vectren

|   |            |         |
|---|------------|---------|
| 19-Traffic Bldg-gas bill 4/6-5/6/20       | 05/18/2020 | 44.59   |
| Account <b>53540 - Natural Gas</b> Totals | Invoice 2  | \$91.96 |

Account **53920 - Laundry and Other Sanitation Services**

19171 - Aramark Uniform & Career Apparel Group, INC

|   |            |            |       |
|---|------------|------------|-------|
| 20-uniform rental (minus payroll ded)-5/13/20 | BC 2009-52 | 05/29/2020 | 18.26 |
|---|------------|------------|-------|

19171 - Aramark Uniform & Career Apparel Group, INC

|                               |  |            |       |
|-------------------------------|--|------------|-------|
| 20-mat/towel services-5/13/20 |  | 05/29/2020 | 34.28 |
|-------------------------------|--|------------|-------|

19171 - Aramark Uniform & Career Apparel Group, INC

|                             |  |            |       |
|-----------------------------|--|------------|-------|
| 20-mat/towel service-5/6/20 |  | 05/29/2020 | 34.28 |
|-----------------------------|--|------------|-------|

19171 - Aramark Uniform & Career Apparel Group, INC

|   |            |            |       |
|---|------------|------------|-------|
| 20-uniform rental (minus payroll ded)-5/6/20                        | BC 2009-52 | 05/29/2020 | 15.95 |
| Account <b>53920 - Laundry and Other Sanitation Services</b> Totals | Invoice 4  | \$102.77   |       |

Account **53990 - Other Services and Charges**

902 - Indiana Underground Plant Protection Service, INC

|  |           |            |        |
|--|-----------|------------|--------|
| 20-IN 811 calls, monthly tickets-March 2020-677 tickets  |           | 05/29/2020 | 643.15 |
| Account <b>53990 - Other Services and Charges</b> Totals | Invoice 1 | \$643.15   |        |

|                                     |            |            |
|-------------------------------------|------------|------------|
| Program <b>200000 - Main</b> Totals | Invoice 19 | \$1,381.06 |
|-------------------------------------|------------|------------|

|                                      |            |            |
|--------------------------------------|------------|------------|
| Department <b>20 - Street</b> Totals | Invoice 19 | \$1,381.06 |
|--------------------------------------|------------|------------|

|   |            |            |
|---|------------|------------|
| Fund <b>451 - Motor Vehicle Highway(S0708)</b> Totals | Invoice 19 | \$1,381.06 |
|---|------------|------------|

Fund **452 - Parking Facilities(S9502)**

Department **26 - Parking**

Program **260000 - Main**

Account **43160 - Lot/Garage Leases - Annual**

Jenna L. Miller

|   |            |          |
|---|------------|----------|
| 26-refund parking garage rent-March & April 2020-canceled | 05/29/2020 | 202.00   |
| Account <b>43160 - Lot/Garage Leases - Annual</b> Totals  | Invoice 1  | \$202.00 |



# Board of Public Works Claim Register

Invoice Date Range 05/18/20 - 05/29/20

**Account 53510 - Electrical Services**

223 - Duke Energy

|   |            |                   |
|---|------------|-------------------|
| 19-CH/off site facilities-electric summary bill-<br>5/14/20 | 05/18/2020 | 2,272.13          |
| Account <b>53510 - Electrical Services</b> Totals           | Invoice 1  | <u>\$2,272.13</u> |
| Program <b>260000 - Main</b> Totals                         | Invoice 2  | <u>\$2,474.13</u> |
| Department <b>26 - Parking</b> Totals                       | Invoice 2  | <u>\$2,474.13</u> |
| Fund <b>452 - Parking Facilities(S9502)</b> Totals          | Invoice 2  | <u>\$2,474.13</u> |

**Fund 454 - Alternative Transport(S6301)**

Department **13 - Planning**

Program **130000 - Main**

**Account 54310 - Improvements Other Than Building**

5149 - E&B Paving, INC

|  |             |            |            |
|--|-------------|------------|------------|
| 13-W. Allen St. Traffic Calming, BC-2019-130-CN-<br>Pay Est #1 | BC 2019-130 | 05/29/2020 | 127,509.00 |
|--|-------------|------------|------------|

18844 - First Financial Bank, N.A.

|  |             |            |          |
|--|-------------|------------|----------|
| 13-E&B W. Allen St. Traffic Calming, BC-2019-<br>130-CN-Esc Est #1 | BC 2019-130 | 05/29/2020 | 6,711.00 |
|--|-------------|------------|----------|

|  |           |                     |
|--|-----------|---------------------|
| Account <b>54310 - Improvements Other Than Building</b> Totals | Invoice 2 | <u>\$134,220.00</u> |
| Program <b>130000 - Main</b> Totals                            | Invoice 2 | <u>\$134,220.00</u> |
| Department <b>13 - Planning</b> Totals                         | Invoice 2 | <u>\$134,220.00</u> |
| Fund <b>454 - Alternative Transport(S6301)</b> Totals          | Invoice 2 | <u>\$134,220.00</u> |

**Fund 456 - MVH Restricted**

Department **20 - Street**

Program **200000 - Main**

**Account 52330 - Street , Alley, and Sewer Material**

334 - Irving Materials, INC

|  |            |            |        |
|--|------------|------------|--------|
| 20-Rosewood & Kinser-Class A Stone Ash-5.50 cy-<br>4/22/20 | BC 2020-16 | 05/29/2020 | 558.25 |
|--|------------|------------|--------|

334 - Irving Materials, INC

|   |            |            |        |
|---|------------|------------|--------|
| 20-221 E. Kirkwood-Class A Stone Ash-6.50 cy-<br>5/6/20 | BC 2020-16 | 05/29/2020 | 659.75 |
|---|------------|------------|--------|

19278 - Milestone Contractors, LP

|   |            |            |          |
|---|------------|------------|----------|
| 20-surface-6th Street-149.17 tons-4/22/20 | BC 2020-13 | 05/29/2020 | 7,085.61 |
|---|------------|------------|----------|

|  |           |                   |
|--|-----------|-------------------|
| Account <b>52330 - Street , Alley, and Sewer Material</b> Totals | Invoice 3 | <u>\$8,303.61</u> |
|--|-----------|-------------------|

**Account 52420 - Other Supplies**

4574 - John Deere Financial (Rural King)

|                                |            |       |
|--------------------------------|------------|-------|
| 20 Straw for sidewalk projects | 05/29/2020 | 34.95 |
|--------------------------------|------------|-------|

50637 - Bender Lumber Company INC

|   |            |          |
|---|------------|----------|
| 20 -Aultwall Natural blocks for Bloomfield Road | 05/29/2020 | 2,061.00 |
|---|------------|----------|

50637 - Bender Lumber Company INC

|   |            |          |
|---|------------|----------|
| 20-Credit Invoice for pallets on Bloomfield Rd<br>project | 05/29/2020 | (126.00) |
|---|------------|----------|

19681 - Southeastern Equipment Co, INC

|                                     |            |          |
|-------------------------------------|------------|----------|
| 20 -Milling teeth & collars-5/11/20 | 05/29/2020 | 3,096.62 |
|-------------------------------------|------------|----------|



# Board of Public Works Claim Register

Invoice Date Range 05/18/20 - 05/29/20

|   |  |            |                    |
|---|--|------------|--------------------|
| 19681 - Southeastern Equipment Co, INC                    | 20- Electrical Flanged Inlet for Milling Machine                               | 05/29/2020 | 97.34              |
| 336 - Southside Rental Center, INC                        | 20 -Propane for paving/sidewalk crews-5/12/20                                  | 05/29/2020 | 35.70              |
|   | Account <b>52420 - Other Supplies</b> Totals                                   | Invoice 6  | <u>\$5,199.61</u>  |
| <b>Account 53730 - Machinery and Equipment Rental</b>     |  |            |                    |
| 351 - Young Trucking, INC                                 | 20-truck & trailer/labor move equip-milling mach. BC 2016-34A<br>from Indy 4/8 | 05/29/2020 | 450.00             |
|   | Account <b>53730 - Machinery and Equipment Rental</b> Totals                   | Invoice 1  | <u>\$450.00</u>    |
|   | Program <b>200000 - Main</b> Totals  | Invoice 10 | <u>\$13,953.22</u> |
|   | Department <b>20 - Street</b> Totals   | Invoice 10 | <u>\$13,953.22</u> |
|   | Fund <b>456 - MVH Restricted</b> Totals  | Invoice 10 | <u>\$13,953.22</u> |
| <b>Fund 601 - Cum Cap Development(S2391)</b>              |  |            |                    |
| Department <b>02 - Public Works</b>                       |  |            |                    |
| Program <b>020000 - Main</b>                              |  |            |                    |
| <b>Account 52330 - Street , Alley, and Sewer Material</b> |  |            |                    |
| 6001 - Bernath, LLC (Sealmaster)                          | 20 -Crack Seal Materials-boxes-price per lb-4,800-<br>inc rental               | 05/29/2020 | 5,040.00           |
|   | Account <b>52330 - Street , Alley, and Sewer Material</b> Totals               | Invoice 1  | <u>\$5,040.00</u>  |
|   | Program <b>020000 - Main</b> Totals  | Invoice 1  | <u>\$5,040.00</u>  |
|   | Department <b>02 - Public Works</b> Totals                                     | Invoice 1  | <u>\$5,040.00</u>  |
|   | Fund <b>601 - Cum Cap Development(S2391)</b> Totals                            | Invoice 1  | <u>\$5,040.00</u>  |
| <b>Fund 730 - Solid Waste (S6401)</b>                     |  |            |                    |
| Department <b>16 - Sanitation</b>                         |  |            |                    |
| Program <b>160000 - Main</b>                              |  |            |                    |
| <b>Account 43370 - Other Sales</b>                        |  |            |                    |
| 204 - State Of Indiana                                    | 18-Sales Tax April 2020  | 05/19/2020 | 122.99             |
|   | Account <b>43370 - Other Sales</b> Totals                                      | Invoice 1  | <u>\$122.99</u>    |
| <b>Account 53150 - Communications Contract</b>            |  |            |                    |
| 5465 - Emergency Radio Service LLC (ERS-OCI Wireless)     | 16-radio services for trucks-May 2020  | 05/29/2020 | 572.05             |
|   | Account <b>53150 - Communications Contract</b> Totals                          | Invoice 1  | <u>\$572.05</u>    |
| <b>Account 53510 - Electrical Services</b>                |  |            |                    |
| 223 - Duke Energy   | 19-CH/off site facilities-electric summary bill-<br>5/14/20                    | 05/18/2020 | (213.61)           |
|   | Account <b>53510 - Electrical Services</b> Totals                              | Invoice 1  | <u>(\$213.61)</u>  |



# Board of Public Works Claim Register

Invoice Date Range 05/18/20 - 05/29/20

**Account 53610 - Building Repairs**

|                               |  |            |            |                 |
|-------------------------------|--|------------|------------|-----------------|
| 321 - Harrell Fish, INC (HFI) | 19-SA Men's Urinal Leaking Repair              | BC 2019-24 | 05/29/2020 | 185.00          |
|                               | <b>Account 53610 - Building Repairs Totals</b> |            | Invoice 1  | <u>\$185.00</u> |

**Account 53920 - Laundry and Other Sanitation Services**

|   |   |            |            |                |
|---|---|------------|------------|----------------|
| 19171 - Aramark Uniform & Career Apparel Group, INC | 16-uniform rental (minus payroll ded)-5/6/20                        | BC 2009-52 | 05/29/2020 | 11.14          |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 16-mat/towel service-5/6/20   |            | 05/29/2020 | 27.26          |
|   | <b>Account 53920 - Laundry and Other Sanitation Services Totals</b> |            | Invoice 2  | <u>\$38.40</u> |

**Account 53950 - Landfill**

|   |  |  |            |                    |
|---|--|--|------------|--------------------|
| 52226 - Hoosier Transfer Station-3140                     | 16-trash disposal fees - 4/16-4/30/20        |  | 05/29/2020 | 16,092.25          |
| 52226 - Hoosier Transfer Station-3140                     | 16-recycling fees - 4/16 - 4/30/20           |  | 05/29/2020 | 4,147.71           |
| 10330 - Kevin R Huntley (Green Earth Recycling & Compost) | 16-yard waste disposal-April 2020            |  | 05/29/2020 | 352.00             |
|   | <b>Account 53950 - Landfill Totals</b>       |  | Invoice 3  | <u>\$20,591.96</u> |
|   | <b>Program 160000 - Main Totals</b>          |  | Invoice 9  | <u>\$21,296.79</u> |
|   | <b>Department 16 - Sanitation Totals</b>     |  | Invoice 9  | <u>\$21,296.79</u> |
|   | <b>Fund 730 - Solid Waste (S6401) Totals</b> |  | Invoice 9  | <u>\$21,296.79</u> |

**Fund 800 - Risk Management(S0203)**

**Department 10 - Legal**

**Program 100000 - Main**

**Account 52430 - Uniforms and Tools**

|   |   |  |            |        |
|---|---|--|------------|--------|
| 8613 - Crane's Leather & Shoe Shop, INC | 10-safety shoes-F. Love (10D)-4/28/20       |  | 05/29/2020 | 100.00 |
| 8613 - Crane's Leather & Shoe Shop, INC | 10-safety shoes-J. Mitchner (12EE)-4/28/20  |  | 05/29/2020 | 100.00 |
| 8613 - Crane's Leather & Shoe Shop, INC | 10-safety shoes-D. Douglas (12W)-4/29/20    |  | 05/29/2020 | 100.00 |
| 8613 - Crane's Leather & Shoe Shop, INC | 10-safety shoes-J. Deckard (14D)-4/29/20    |  | 05/29/2020 | 100.00 |
| 8613 - Crane's Leather & Shoe Shop, INC | 10-safety shoes-S. Breton (11D)-4/29/20     |  | 05/29/2020 | 100.00 |
| 8613 - Crane's Leather & Shoe Shop, INC | 10-safety shoes-A. Boden (M13)-4/29/20      |  | 05/29/2020 | 100.00 |
| 8613 - Crane's Leather & Shoe Shop, INC | 10-safety shoes-K. Williams (12D)-4/30/20   |  | 05/29/2020 | 100.00 |
| 8613 - Crane's Leather & Shoe Shop, INC | 10-safety shoes-T. Jacobs (8D)-4/30/20      |  | 05/29/2020 | 100.00 |
| 8613 - Crane's Leather & Shoe Shop, INC | 10-safety shoes-K. Knight (10.5M)-5/2/20    |  | 05/29/2020 | 100.00 |
| 8613 - Crane's Leather & Shoe Shop, INC | 10-safety shoes-C. Rains (12D)-5/2/20       |  | 05/29/2020 | 100.00 |
| 8613 - Crane's Leather & Shoe Shop, INC | 10-safety shoes-M. Sciscoe (13M)-5/5/20     |  | 05/29/2020 | 100.00 |
| 8613 - Crane's Leather & Shoe Shop, INC | 10-safety shoes-J. McIntire (10D)-5/7/20    |  | 05/29/2020 | 97.50  |
| 8613 - Crane's Leather & Shoe Shop, INC | 10-safety shoes-B. Elkins, Sr. (11D)-5/7/20 |  | 05/29/2020 | 100.00 |



# Board of Public Works Claim Register

Invoice Date Range 05/18/20 - 05/29/20

|   |  |            |                   |
|---|--|------------|-------------------|
| 8613 - Crane's Leather & Shoe Shop, INC | 10-safety shoes-R. Carter (8.5M)-5/7/20          | 05/29/2020 | 95.63             |
| 8613 - Crane's Leather & Shoe Shop, INC | 10-safety shoes-R. Bruce (9D)-5/7/20             | 05/29/2020 | 97.50             |
| 8613 - Crane's Leather & Shoe Shop, INC | 10-safety shoes-K. Williams (7D) pair 2-4/30/20  | 05/29/2020 | 100.00            |
| 8613 - Crane's Leather & Shoe Shop, INC | 10-safety shoes-S. Henderson (10.5W)-5/8/20      | 05/29/2020 | 100.00            |
| 8613 - Crane's Leather & Shoe Shop, INC | 10-safety shoes-T. Brewer (10B)-5/8/20           | 05/29/2020 | 100.00            |
| 8613 - Crane's Leather & Shoe Shop, INC | 10-safety shoes-J. Eller (10.5D)-5/8/20          | 05/29/2020 | 100.00            |
| 8613 - Crane's Leather & Shoe Shop, INC | 10-safety shoes-D. Wall (11EE)-5/9/20            | 05/29/2020 | 100.00            |
| 8613 - Crane's Leather & Shoe Shop, INC | 10-safety shoes-S. Blake (9.5D)-5/9/20           | 05/29/2020 | 100.00            |
| 8613 - Crane's Leather & Shoe Shop, INC | 10-safety shoes-T. Axsom (11EE)-5/9/20           | 05/29/2020 | 100.00            |
| 8613 - Crane's Leather & Shoe Shop, INC | 10-safety shoes-K. Sharp (10.5M)-5/9/20          | 05/29/2020 | 90.75             |
| 8613 - Crane's Leather & Shoe Shop, INC | 10-safety shoes-J. Smith (10M)-5/11/20           | 05/29/2020 | 100.00            |
| 8613 - Crane's Leather & Shoe Shop, INC | 10-safety shoes-B. Rushton (9.5D)-5/11/20        | 05/29/2020 | 100.00            |
| 8613 - Crane's Leather & Shoe Shop, INC | 10-safety shoes-N. Campbell (12D)-5/12/20        | 05/29/2020 | 100.00            |
| 8613 - Crane's Leather & Shoe Shop, INC | 10-safety shoes-M. Courter (8.5D)-5/13/20        | 05/29/2020 | 100.00            |
| 8613 - Crane's Leather & Shoe Shop, INC | 10-safety shoes-T. Covey (13EW)-5/12/20          | 05/29/2020 | 100.00            |
| 8613 - Crane's Leather & Shoe Shop, INC | 10-safety shoes-D. Foddrill (8.5D)-5/13/20       | 05/29/2020 | 100.00            |
| 327 - Hoosier Workwear Outlet, INC      | 10-safety shoes-C. Slick (10 1/2D)-4/13/20       | 05/29/2020 | 100.00            |
| 327 - Hoosier Workwear Outlet, INC      | 10-safety shoes-J. Neal (12D)-4/16/20            | 05/29/2020 | 100.00            |
| 327 - Hoosier Workwear Outlet, INC      | 10-safety shoes-E. Mathena (10D)-5/1/20          | 05/29/2020 | 100.00            |
| 327 - Hoosier Workwear Outlet, INC      | 10-safety shoes-R. Hanson (9 1/2M)-5/5/20        | 05/29/2020 | 100.00            |
| 327 - Hoosier Workwear Outlet, INC      | 10-safety shoes-C. Malicoat (11 1/2M)-5/5/20     | 05/29/2020 | 100.00            |
| 327 - Hoosier Workwear Outlet, INC      | 10-safety shoes-G. Flynn (9D)-5/5/20             | 05/29/2020 | 100.00            |
| 327 - Hoosier Workwear Outlet, INC      | 10-safety shoes-N. Steury (11 1/2W)-5/6/20       | 05/29/2020 | 100.00            |
| 327 - Hoosier Workwear Outlet, INC      | 10-safety shoes-C. Smith (9 1/2M)-5/7/20         | 05/29/2020 | 100.00            |
| 327 - Hoosier Workwear Outlet, INC      | 10-safety shoes-S. Owen (11 1/2M)-5/8/20         | 05/29/2020 | 100.00            |
| 327 - Hoosier Workwear Outlet, INC      | 10-safety shoes-D. Myers (10D)-5/11/20           | 05/29/2020 | 100.00            |
| 327 - Hoosier Workwear Outlet, INC      | 10-safety shoes-M. Moore (10M)-5/12/20           | 05/29/2020 | 100.00            |
| 4291 - Monroe Optical, INC              | 10-safety shoes-P. Chasteen (12M)-4/17/20        | 05/29/2020 | 100.00            |
|   | Account <b>52430 - Uniforms and Tools</b> Totals | Invoice 41 | <u>\$4,081.38</u> |
| Account <b>53130 - Medical</b>          |  |            |                   |
| 6287 - Joseph E Morrow                  | 10- reimb for physical for CDL-11/22/19          | 05/29/2020 | 85.00             |
|   | Account <b>53130 - Medical</b> Totals            | Invoice 1  | <u>\$85.00</u>    |



# Board of Public Works Claim Register

Invoice Date Range 05/18/20 - 05/29/20

**Account 53420 - Worker's Comp & Risk**

|   |                             |            |                   |
|---|-----------------------------|------------|-------------------|
| 2618 - Southeastern Indiana Health Operations, INC (SIHO) | 10-Siho-TTD - Kinser -20269 | 05/19/2020 | 488.38            |
| <b>Account 53420 - Worker's Comp &amp; Risk Totals</b>    |                             | Invoice 1  | <u>\$488.38</u>   |
| Program <b>100000 - Main</b> Totals                       |                             | Invoice 43 | <u>\$4,654.76</u> |
| Department <b>10 - Legal</b> Totals                       |                             | Invoice 43 | <u>\$4,654.76</u> |
| <b>Fund 800 - Risk Management(S0203) Totals</b>           |                             | Invoice 43 | <u>\$4,654.76</u> |

**Fund 801 - Health Insurance Trust**

**Department 12 - Human Resources**

**Program 120000 - Main**

**Account 53990 - Other Services and Charges**

|  |                                       |            |                   |
|--|---------------------------------------|------------|-------------------|
| 3977 - Cigna Health & Life Insurance Company             | 12-May 2020 Cigna Dental Vision Admin | 05/29/2020 | 2,095.50          |
|  | \$9,815.57                            |            |                   |
| <b>Account 53990 - Other Services and Charges Totals</b> |                                       | Invoice 1  | <u>\$2,095.50</u> |

**Account 53990.1201 - Other Services and Charges Health Insurance**

|  |                             |            |                   |
|--|-----------------------------|------------|-------------------|
| 17785 - The Howard E. Nyhart Company, INC                                      | 12-Nyhart ER Cont \$1057.82 | 05/19/2020 | 1,057.82          |
| <b>Account 53990.1201 - Other Services and Charges Health Insurance Totals</b> |                             | Invoice 1  | <u>\$1,057.82</u> |
| Program <b>120000 - Main</b> Totals  |                             | Invoice 2  | <u>\$3,153.32</u> |
| Department <b>12 - Human Resources</b> Totals                                  |                             | Invoice 2  | <u>\$3,153.32</u> |
| <b>Fund 801 - Health Insurance Trust Totals</b>                                |                             | Invoice 2  | <u>\$3,153.32</u> |

**Fund 802 - Fleet Maintenance(S9500)**

**Department 17 - Fleet Maintenance**

**Program 170000 - Main**

**Account 52230 - Garage and Motor Supplies**

|   |                          |            |                 |
|---|--------------------------|------------|-----------------|
| 4693 - Monroe County Tire & Supply, INC                 | 17-tires-ST235/80R16-(4) | 05/29/2020 | 361.00          |
| 4693 - Monroe County Tire & Supply, INC                 | 17-tires-9.50R16.5-(4)   | 05/29/2020 | 473.16          |
| <b>Account 52230 - Garage and Motor Supplies Totals</b> |                          | Invoice 2  | <u>\$834.16</u> |

**Account 52240 - Fuel and Oil**

|  |   |              |                    |           |
|--|---|--------------|--------------------|-----------|
| 349 - White River Cooperative, INC         | 17-fuel-PDX4 on Road 3,991 gal./87-Regular-4,007 gal-5/7/20 | BC 2019-107A | 05/29/2020         | 11,867.03 |
| 349 - White River Cooperative, INC         | 17-fuel-87 regular (no ethanol)-7,515 gallons-5/4/20        | BC 2019-107A | 05/29/2020         | 10,616.44 |
| 349 - White River Cooperative, INC         | 17-87-regular-8,479 gallons-3/19/20                         | BC 2019-107A | 05/29/2020         | 12,161.43 |
| <b>Account 52240 - Fuel and Oil Totals</b> |   | Invoice 3    | <u>\$34,644.90</u> |           |

**Account 52320 - Motor Vehicle Repair**



# Board of Public Works Claim Register

Invoice Date Range 05/18/20 - 05/29/20

|   |   |            |                    |
|---|---|------------|--------------------|
| 4150 - Alexander's LLC                                    | 17-#488-oil cap kit                                     | 05/29/2020 | 25.00              |
| 4150 - Alexander's LLC                                    | 17-#478-Jack 2000 top wind, foot pad                    | 05/29/2020 | 39.25              |
| 1107 - Best Equipment Company, INC                        | 17-#4881 circuit board                                  | 05/29/2020 | 433.54             |
| 244 - Bloomington Ford, INC                               | 17-parts-#494-spindle rod, damper asy,                  | 05/29/2020 | 694.22             |
| 796 - Interstate Battery System of Bloomington, INC       | 17-batteries-MT-34                                      | 05/29/2020 | 77.49              |
| 796 - Interstate Battery System of Bloomington, INC       | 17-batteries-29H-VHD                                    | 05/29/2020 | 87.96              |
| 786 - Richard's Small Engine, INC                         | 17-#721 alternator and belt                             | 05/29/2020 | 431.06             |
| 476 - Southern Indiana Parts, INC (Napa Auto Parts)       | 17-various parts for various vehicles-April 2020        | 05/29/2020 | 4,482.55           |
| 622 - Truck Country of Indiana, INC (Stoops Freightliner  | 17-hose, water inlet, ACMD-(4)                          | 05/29/2020 | 438.62             |
| 622 - Truck Country of Indiana, INC (Stoops Freightliner  | 17-#964 repair engine fan                               | 05/29/2020 | 243.74             |
| 622 - Truck Country of Indiana, INC (Stoops Freightliner  | 17-misc. parts-hood cable, exhaust pipes, heater        | 05/29/2020 | 1,358.48           |
| 4398 - TruckPro Holding Corporation                       | 17-mudflaps-(20)  | 05/29/2020 | 445.19             |
| 54917 - Vans Carburetor & Electric, INC (Vans Electrical) | 17-4461 starter   | 05/29/2020 | 298.69             |
| 2096 - West Side Tractor Sales CO.                        | 17-filter elements-5/7/2020                             | 05/29/2020 | 81.85              |
| 2096 - West Side Tractor Sales CO.                        | 17-filter elements-5/4/20                               | 05/29/2020 | 90.20              |
| 2096 - West Side Tractor Sales CO.                        | 17-switch-4/28/20                                       | 05/29/2020 | 141.43             |
| 2096 - West Side Tractor Sales CO.                        | 17-belt tensioner-5/5/20                                | 05/29/2020 | 149.42             |
| 2096 - West Side Tractor Sales CO.                        | 17-drain valves-(2)-Units 4801 & 4791-5/5/20            | 05/29/2020 | 186.65             |
| 2096 - West Side Tractor Sales CO.                        | 17-hydraulic cylinders, hydraulic kits-5/7/20           | 05/29/2020 | 353.12             |
|   | <b>Account 52320 - Motor Vehicle Repair Totals</b>      | Invoice 19 | <u>\$10,058.46</u> |
| <b>Account 52420 - Other Supplies</b>                     |   |            |                    |
| 409 - Black Lumber Co. INC                                | 17-shop-cartridge filter-4/28/20                        | 05/29/2020 | 14.99              |
| 409 - Black Lumber Co. INC                                | 17-shop-hex protwist-4/30/20                            | 05/29/2020 | 17.99              |
| 409 - Black Lumber Co. INC                                | 17-shop-Rust coat enamel, pack of trim brushes-4/28/20  | 05/29/2020 | 23.44              |
| 21104 - Cummins Crosspoint, LLC                           | 17 - Insite Pro Cummins Software                        | 05/29/2020 | 770.00             |
|   | <b>Account 52420 - Other Supplies Totals</b>            | Invoice 4  | <u>\$826.42</u>    |
| <b>Account 53510 - Electrical Services</b>                |   |            |                    |
| 223 - Duke Energy   | 19-CH/off site facilities-electric summary bill-5/14/20 | 05/18/2020 | (175.53)           |
|   | <b>Account 53510 - Electrical Services Totals</b>       | Invoice 1  | <u>(\$175.53)</u>  |
| <b>Account 53540 - Natural Gas</b>                        |   |            |                    |





# Board of Public Works Claim Register

Invoice Date Range 05/18/20 - 05/29/20

|  |   |            |            |                    |
|--|---|------------|------------|--------------------|
| 222 - Vectren  | 19-Fleet Maint-gas bill 4/6-5/6/20  |            | 05/18/2020 | 112.52             |
|  | Account <b>53540 - Natural Gas</b> Totals   |            | Invoice 1  | <u>112.52</u>      |
|  |   |            |            |                    |
| Account <b>53620 - Motor Repairs</b>   |   |            |            |                    |
| 622 - Truck Country of Indiana, INC (Stoops Freightliner)                      | 17-#964 repair engine fan   |            | 05/29/2020 | 1,092.00           |
|  | Account <b>53620 - Motor Repairs</b> Totals   |            | Invoice 1  | <u>\$1,092.00</u>  |
|  |   |            |            |                    |
| Account <b>53920 - Laundry and Other Sanitation Services</b>                   |   |            |            |                    |
| 19171 - Aramark Uniform & Career Apparel Group, INC                            | 17-mat/towel service-5/6/20   |            | 05/29/2020 | 71.12              |
| 19171 - Aramark Uniform & Career Apparel Group, INC                            | 17-uniform rental (minus payroll ded)-5/6/20  | BC 2009-52 | 05/29/2020 | 15.94              |
| 19171 - Aramark Uniform & Career Apparel Group, INC                            | 17-mat/towel service-5/13/20  |            | 05/29/2020 | 70.86              |
| 19171 - Aramark Uniform & Career Apparel Group, INC                            | 17-uniform rental (minus payroll ded)-5/13/20   | BC 2009-52 | 05/29/2020 | 15.94              |
| 19171 - Aramark Uniform & Career Apparel Group, INC                            | 17-mat/towel service-4/29/20  |            | 05/29/2020 | 70.86              |
| 19171 - Aramark Uniform & Career Apparel Group, INC                            | 17-uniform rental (minus payroll ded)-4/29/20   | BC 2009-52 | 05/29/2020 | 15.94              |
|  | Account <b>53920 - Laundry and Other Sanitation Services</b> Totals                   |            | Invoice 6  | <u>\$260.66</u>    |
|  |   |            |            |                    |
|  | Program <b>170000 - Main</b> Totals   |            | Invoice 37 | <u>\$47,653.59</u> |
|  |   |            |            |                    |
|  | Department <b>17 - Fleet Maintenance</b> Totals                                       |            | Invoice 37 | <u>\$47,653.59</u> |
|  |   |            |            |                    |
|  | Fund <b>802 - Fleet Maintenance(\$9500)</b> Totals                                    |            | Invoice 37 | <u>\$47,653.59</u> |
|  |   |            |            |                    |
| Fund <b>804 - Insurance Voluntary Trust</b>                                    |   |            |            |                    |
| Department <b>12 - Human Resources</b>   |   |            |            |                    |
| Program <b>120000 - Main</b>   |   |            |            |                    |
| Account <b>53990.1241 - Other Services and Charges Vision</b>                  |   |            |            |                    |
| 3977 - Cigna Health & Life Insurance Company                                   | 12-May 2020 Cigna Dental Vision Admin   |            | 05/29/2020 | 7,720.07           |
|  | \$9,815.57  |            |            |                    |
|  | Account <b>53990.1241 - Other Services and Charges Vision</b> Totals                  |            | Invoice 1  | <u>\$7,720.07</u>  |
|  |   |            |            |                    |
| Account <b>53990.1271 - Other Services and Charges Section 125 - URM- City</b> |   |            |            |                    |
| 17785 - The Howard E. Nyhart Company, INC                                      | 12-City/Util URM  |            | 05/18/2020 | 350.00             |
| 17785 - The Howard E. Nyhart Company, INC                                      | 12-City/Util URM  |            | 05/18/2020 | 69.14              |
| 17785 - The Howard E. Nyhart Company, INC                                      | 12-City/Util URM  |            | 05/20/2020 | 2.92               |
| 17785 - The Howard E. Nyhart Company, INC                                      | 12-City/Util URM  |            | 05/21/2020 | 118.64             |
|  | Account <b>53990.1271 - Other Services and Charges Section 125 - URM- City</b> Totals |            | Invoice 4  | <u>\$540.70</u>    |
|  |   |            |            |                    |
| Account <b>53990.1281 - Other Services and Charges Section 125 - URM- Util</b> |   |            |            |                    |
| 17785 - The Howard E. Nyhart Company, INC                                      | 12-City/Util URM  |            | 05/18/2020 | 206.49             |
| 17785 - The Howard E. Nyhart Company, INC                                      | 12-City/Util URM  |            | 05/18/2020 | 132.29             |



# Board of Public Works Claim Register

Invoice Date Range 05/18/20 - 05/29/20

|   |   |             |                            |
|---|---|-------------|----------------------------|
| 17785 - The Howard E. Nyhart Company, INC   | 12-FSA Unreimbursed Medical - Util                              | 05/19/2020  | 123.46                     |
| 17785 - The Howard E. Nyhart Company, INC   | 12-City/Util URM  | 05/20/2020  | 28.06                      |
| 17785 - The Howard E. Nyhart Company, INC   | 12-City/Util URM  | 05/21/2020  | 160.50                     |
| Account <b>53990.1281 - Other Services and Charges Section 125 - URM- Util</b> Totals |   | Invoice 5   | <u>\$650.80</u>            |
| Program <b>120000 - Main</b> Totals   |   | Invoice 10  | <u>\$8,911.57</u>          |
| Department <b>12 - Human Resources</b> Totals   |   | Invoice 10  | <u>\$8,911.57</u>          |
| Fund <b>804 - Insurance Voluntary Trust</b> Totals                                    |   | Invoice 10  | <u>\$8,911.57</u>          |
| Fund <b>805 - Unemployment Comp Non-Reverting</b>                                     |   |             |                            |
| Department <b>12 - Human Resources</b>  |   |             |                            |
| Program <b>120000 - Main</b>  |   |             |                            |
| Account <b>53990 - Other Services and Charges</b>                                     |   |             |                            |
| 204 - State Of Indiana  | 12 Unemployment Claims April 2020 \$4288.39                     | 05/29/2020  | 4,288.39                   |
| Account <b>53990 - Other Services and Charges</b> Totals                              |   | Invoice 1   | <u>\$4,288.39</u>          |
| Program <b>120000 - Main</b> Totals   |   | Invoice 1   | <u>\$4,288.39</u>          |
| Department <b>12 - Human Resources</b> Totals   |   | Invoice 1   | <u>\$4,288.39</u>          |
| Fund <b>805 - Unemployment Comp Non-Reverting</b> Totals                              |   | Invoice 1   | <u>\$4,288.39</u>          |
| Fund <b>978 - City 2016 GO Bond Proceeds</b>  |   |             |                            |
| Department <b>06 - Controller's Office</b>  |   |             |                            |
| Program <b>06016D - 2016 D Multi Use Paths</b>  |   |             |                            |
| Account <b>54310 - Improvements Other Than Building</b>                               |   |             |                            |
| 16 - Butler, Fairman & Seufert, INC   | 13 - Rogers/Winslow/Henderson multi-use path design-3/1-3/31/20 | 05/29/2020  | 14,008.38                  |
| Account <b>54310 - Improvements Other Than Building</b> Totals                        |   | Invoice 1   | <u>\$14,008.38</u>         |
| Program <b>06016D - 2016 D Multi Use Paths</b> Totals                                 |   | Invoice 1   | <u>\$14,008.38</u>         |
| Department <b>06 - Controller's Office</b> Totals                                     |   | Invoice 1   | <u>\$14,008.38</u>         |
| Fund <b>978 - City 2016 GO Bond Proceeds</b> Totals                                   |   | Invoice 1   | <u>\$14,008.38</u>         |
| Grand Totals  |   | Invoice 213 | <u><u>\$555,642.81</u></u> |

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

| Date:     | Type of Claim | FUND | Description | Bank Transfer | Amount     |
|-----------|---------------|------|-------------|---------------|------------|
| 5/29/2020 | Claims        |      |             |               | 555,642.81 |
|           |               |      |             |               | 555,642.81 |

**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 **\$ 555,642.81**

**Dated this 26th day of May year of 2020.**

|                            |                                      |                        |
|----------------------------|--------------------------------------|------------------------|
|                            |                                      |                        |
| Kyla Cox Deckard President | Beth H. Hollingsworth Vice President | Dana Palazzo 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 \_\_\_\_\_