

Board of Public Works Meeting

August 31, 2021



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

Zoom by using the following link: <https://bloomington.zoom.us/j/93743575114?pwd=dFFmaTMyTHRlYWc5MzhlYTVEK2FXdz09>

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

Topic: Board of Public Works

Time: Aug 31, 2021 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://bloomington.zoom.us/j/93743575114?pwd=dFFmaTMyTHRlbWc5MzhlYTVEK2FXdz09>

Meeting ID: 937 4357 5114

Passcode: 560609

Dial by your location

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 937 4357 5114

Passcode: 560609

Find your local number: <https://bloomington.zoom.us/u/kbsN5gCYLW>

AGENDA
BOARD OF PUBLIC WORKS
August 31, 2021

A Regular Meeting of the Board of Public Work will be held Tuesday, August 31, 2020 at 5:30 p.m. via Zoom by using the following

link: <https://bloomington.zoom.us/j/93743575114?pwd=dFFmaTMyTHRlbWc5MzhlYTVVEK2FXdz09>

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

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. REJECTION OF BIDS AND QUOTES

1. Rejection of Bids for the Tapp & Deborah Signal Installation Project and the Walnut Street Traffic Signals Project.

IV. CONSENT AGENDA

1. Approval of Minutes – August 17, 2021
2. Addendum to VeoRide Interim Operating Agreement
3. Outdoor Lighting Service Agreement with Duke Energy for N. Blair Ave.
4. Revised Outdoor Lighting Service Agreement with Duke Energy for Phase 2 of the Showers Complex LED Conversion Project
5. Addendum to Agreement with Centerstone
6. Noise Permit for 40 Days for Life Rally
7. Noise Permit for Walk to End Alzheimer’s
8. Approval of Payroll

V. NEW BUSINESS

1. Amendment #1 to Construction Inspection Contract with Shrewsberry & Associates LLC for the Discovery Parkway Project
2. Change Orders #2 and #3 for the College Mall Road Resurfacing Project with E&B Paving
3. Request for lane closures, street closures, and sidewalk closures for The Standard Development Project from Landmark (September 23, 2021 to November 25, 2021)
4. Contract with Ann-Kriss, LLC for Repairs of Flood Damage to the Bloomington Police Department

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.



Board of Public Works Staff Report

Project/Event: Bids for Tapp & Deborah Signal Installation Project and Walnut Street Traffic Signals Project

Petitioner/Representative: Engineering Department

Staff Representative: Matt Smethurst

Meeting Date: August 31, 2021

On August 9th, 2021, staff opened bids that were solicited by the Engineering Department for the Tapp & Deborah Signal Installation Project and the Walnut Street Traffic Signals Project. One bid was received for each project.

A bid of \$506,250.00 was received from E&B Paving, Inc. for the Tapp & Deborah Signal Installation Project.

A bid of \$948,150.00 was received from E&B Paving, Inc. for the Walnut Street Traffic Signals Project.

The bids received for these projects were all substantially higher than the engineer's estimate for each project. As such, staff is asking the Board to reject all of the bids for these projects. If the bids are rejected, staff would solicit bids again for these projects later this year.

BID FORM

This BID Summary Sheet shall be completed and submitted with all other BID Documents.

The total project bid amount to complete the Tapp & Deborah Signal Installation Project including all associated work per plans and specification is:

Base Bid		\$ 506,250.00
Alternate #1		\$ 89,735.20
Alternate #2		\$ 28,435.00

For projects requiring submission of Trench Safety Systems Affidavit, the portion of the total project bid cost provided above which is attributable to trench safety systems is \$ N/A.

Requested Form of Payment (Choose one):	<input type="checkbox"/>	A Single Lump Sum Payment following completion of the project. Invoice shall be submitted within sixty (60) days following acceptance of the project.
	<input checked="" type="checkbox"/>	Progressive Payments for work completed and invoiced throughout the project.

All work shall be completed within sixty (60) calendar days after the date of the Notice to Proceed.

Any and all Subcontractors performing work valued over \$10,000 shall be listed below: Any subcontractor not listed below at the time of bid, must be approved by the City of Bloomington prior to performing any work on this contract. Subcontractors not listed or approved will not be paid for work under this contract. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, any subcontractor performing work on this contract is a Tier 2 contractor.

SUBCONTRACTORS	ADDRESS	TYPE OF WORK
The Hoosier Company	Indianapolis	Traffic Signal
Indiana Sign & Barricade	Indianapolis	Construction Signs & Pavement markings

In submitting this Bid, Bidder represents that:

- A. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- B. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged.

No. <u>1</u>	Dated <u>08/03/2021</u>
No. _____	Dated _____
No. _____	Dated _____

Final Invoice shall be submitted within thirty (30) days following final acceptance of the project.

SIGNATURE OF BIDDER

Name of Bidder: E & B Paving LLC

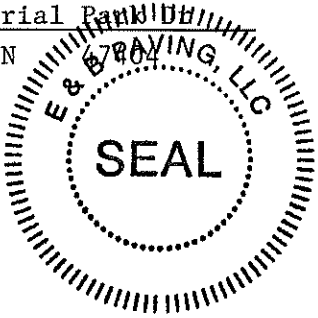
Date: August 9, 2021

By: *Todd Hoops*

Name & Title Printed: Todd Hoops, Area Manager

Bidder Address: 2520 W Industrial Park Dr
Bloomington IN

Telephone: 812-334-7940





City of Bloomington
Engineering Department

Letting Date: August 9, 2021

Proposal Schedule of Items (Unit Prices)

Page 1 of 3

Project Title : Tapp & Deborah Signal Installation Project

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
001	105-06845	CONSTRUCTION ENGINEERING	1	LS	_____	_____
002	110-01001	MOBILIZATION & DEMOBILIZATION	1	LS	_____	_____
003	201-52370	CLEARING RIGHT OF WAY	1	LS	_____	_____
004	202-02279	CURB & GUTTER, REMOVE	111	LFT	_____	_____
005	202-52710	SIDEWALK CONCRETE, REMOVE	35	SYS	_____	_____
006	202-74035	SIGN, REMOVE	6	EACH	_____	_____
007	203-02000	EXCAVATION, COMMON	6	CYD	_____	_____
008	205-12108	STORMWATER MANAGEMENT BUDGET	1	LS	_____	_____
009	205-12616	STORMWATER MNGMT IMPLEMENTATION	1	LS	_____	_____
010	205-12618	SWQCP PREPARATION	1	LS	_____	_____
011	206-51215	EXCAVATION, X (UNDISTRIBUTED)	7	CYD	_____	_____
012	207-08264	SUBGRADE TREATMENT, TYPE II	245	SYS	_____	_____
013	214-11796	GEOGRID, TYPE 1B	245	SYS	_____	_____
014	301-12234	COMPACTED AGGREGATE NO. 53	6	CYD	_____	_____
015	604-06070	SIDEWALK, CONCRETE, 4"	10	SYS	_____	_____
016	604-08086	CURP RAMP, CONCRETE	34	SYS	_____	_____
017	604-12083	DETECTABLE WARNING SURFACES	9	SYS	_____	_____
018	605-06120	CURB, CONCRETE	77	LFT	_____	_____
019	605-06140	CURB & GUTTER, CONCRETE	70	LFT	_____	_____
020	605-96305	CURB & GUTTER, CONCRETE DEPRESSED	41	LFT	_____	_____
021	610-07488	HMA FOR APPROACHES, TYPE C	142	TON	_____	_____
022	621-05560	MULCHED SEEDING U	145	SYS	_____	_____
023	801-06640	CONSTRUCTION SIGN, A	11	EACH	_____	_____
024	801-06645	CONSTRUCTION SIGN, B	7	EACH	_____	_____
025	801-06775	MAINTAINING TRAFFIC	1	LS	_____	_____
026	801-07119	BARRICADE, III-B	40	EACH	_____	_____
027	802-09838	SIGN, SHEET, WITH LEGEND, 0.080 IN.	30	SFT	_____	_____
028	802-09842	SIGN, SHETT, WITH LEGEND, 0.125 IN.	33	SFT	_____	_____
029	805-01815	SIGNAL POLE FNDTN 36" X 144"	4	EACH	_____	_____
030	805-01842	HANDHOLE SIGNAL, TYPE 1	1	EACH	_____	_____
031	805-01844	CONDUIT, STEEL, GALVANIZED, 2"	98	LFT	_____	_____
032	805-02150	PED SIGNAL HEAD, COUNTDOWN, 18"	8	EACH	_____	_____

See Attached



City of Bloomington
Engineering Department

Letting Date: August 9, 2021

Proposal Schedule of Items (Unit Prices)

Page 2 of 3

Project Title : Tapp & Deborah Signal Installation Project

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
033	805-02658	CABLE COAXIAL	714	LFT	_____	_____
034	805-04782	VIDEO VEHICLE DET. CAMERA (AUTOSCOPE)	4	EACH	_____	_____
035	805-11817	PED PUSH BUTTON, APS (SPCH WALK MESS)	8	EACH	_____	_____
036	805-78109	CONTROLLER & CABINET	1	EACH	_____	_____
037	805-78205	TRAFFIC SIGNAL HEAD, 3 SECTION, 12"	8	EACH	_____	_____
038	805-78225	TRAFFIC SIGNAL HEAD, 4 SECTION, 12"	4	EACH	_____	_____
039	805-78415	SPAN, CATEN/	4	EACH	_____	_____
040	805-78420	DISCONNECT HANGER	4	EACH	_____	_____
041	805-78445	SIGNAL SERVICE	1	EACH	_____	_____
042	805-78467	SIGNAL CABLE, SERVICE, COPPER, 3C/8 GA	25	LFT	_____	_____
043	805-78480	SIGNAL CABLE, CONTROL, COPPER, 3C/14 GA	2010	LFT	_____	_____
044	805-78485	SIGNAL CABLE, CONTROL, COPPER, 5C/14 GA	1708	LFT	_____	_____
045	805-78490	SIGNAL CABLE, CONTROL, COPPER, 7C/14 GA	146	LFT	_____	_____
046	805-78495	SIGNAL CABLE, CONTROL, COPPER, 9C/14 GA	490	LFT	_____	_____
047	805-78925	CONTROLLER CABINET FOUNDATION, P1	1	EACH	_____	_____
048	805-81032	SIGNAL POLE, STEEL STRAIN, 30'	4	EACH	_____	_____
049	807-02785	LUMINAIRE, MAST ARM 25' (FOR CAMERA)	4	EACH	_____	_____
050	808-03439	TRNSVRS MRK, THERM, CRSSWLK, WHITE, 24"	461	LFT	_____	_____
051	808-06368	TRANSVERSE MARKING, REMOVE	70	LFT	_____	_____
052	808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4"	273	LFT	_____	_____
053	808-06716	LINE, REMOVE	764	LFT	_____	_____
054	808-12032	GROOVING FOR PAVEMENT MARKINGS	872	LFT	_____	_____
055	808-75245	LINE, THERMOPLASTIC, SOLID, YELLOW, 4"	599	LFT	_____	_____
056	808-75297	TRNSVRS MRK, THERM, STOP LINE, WHITE, 24"	107	LFT	_____	_____
057	808-75320	PVMNT MESS MRK, THERM LANE INDC ARROW	2	EACH	_____	_____
TOTAL BASE BID:					_____	_____

See Attached



City of Bloomington
Engineering Department

Letting Date: August 9, 2021

Proposal Schedule of Items (Unit Prices)

Page 3 of 3

Project Title : Tapp & Deborah Signal Installation Project

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT			
ALTERNATE #1									
A1-1	805-01842	HANDHOLE SIGNAL TYPE 1	5	EACH	_____	_____			
A1-2	805-11815	CONDUIT, HDPE, 2" SCHEDULE 80	1000	LFT	_____	_____			
A1-3	805-78470	SIGNAL CABLE, ROADWAY LOOP, COPPER, 1C/14 GA	2740	LFT	_____	_____			
A1-4	805-78510	SIGNAL CABLE, DETECTOR LEAD-IN, COPPER, 2C/16 GA	1850	LFT	_____	_____			
A1-5	805-78785	SIGNAL DETECTOR HOUSING	6	EACH	_____	_____			
A1-6	805-78795	SAW CUT FOR ROADWAY LOOP DETECTOR AND SEALANT	940	LFT	_____	_____			
A1-7	805-09539	LOOP DETECTR DELAY AMPLIFIER, COUNTING, 2 CHANNEL	3	EACH	_____	_____			
<p>PAY ITEMS 807-02785 AND 805-04782 WOULD BE DELETED FROM CONTRACT IF ALTERNATE #1 IS SELECTED.</p>					<table border="1"> <tr> <td>TOTAL ALTERNATE #1:</td> <td>_____</td> <td>_____</td> </tr> </table>		TOTAL ALTERNATE #1:	_____	_____
TOTAL ALTERNATE #1:	_____	_____							
ALTERNATE #2									
A2-1	805-78109	CONTROLLER AND CABINET	1	EACH	_____	_____			
<p>ALTERNATE #2 IS FOR THE COST OF THE CONTROLLER AND CABINET WITHOUT THE BATTERY BACKUP AND AI (APPLIED INFORMATION FIELD MONITORING UNIT).</p>					<table border="1"> <tr> <td>TOTAL ALTERNATE #2:</td> <td>_____</td> <td>_____</td> </tr> </table>		TOTAL ALTERNATE #2:	_____	_____
TOTAL ALTERNATE #2:	_____	_____							

See Attachment

TAPP & DEBORAH SIGNAL INSTALLATION PROJECT

Biditem	Description	Quantity	Units	Unit Price	Bid Total
1	CONSTRUCTION ENGINEERING	1.000	LS	5,000.00	5,000.00
2	MOBILIZATION & DEMOBILIZATION	1.000	LS	25,000.00	25,000.00
3	CLEARING RIGHT OF WAY	1.000	LS	15,425.60	15,425.60
4	CURB & GUTTER REMOVE	111.000	LFT	30.00	3,330.00
5	SIDEWALK CONCRETE REMOVE	35.000	SYS	45.00	1,575.00
6	SIGN REMOVE	6.000	EACH	200.00	1,200.00
7	EXCAVATION COMMON	6.000	CYD	750.00	4,500.00
8	STORMWATER MANAGEMENT BUDGET	1.000	LS	2,000.00	2,000.00
9	STORMWATER MNGMT IMPLEMENTATION	1.000	LS	4,000.00	4,000.00
10	SWQCP PREPARATION	1.000	LS	3,000.00	3,000.00
11	EXCAVATION X (UNDISTRIBUTED)	7.000	CYD	2,000.00	14,000.00
12	SUBGRADE TREATMENT TYPE II	245.000	SYS	33.00	8,085.00
13	GEOGRID TYPE 1B	245.000	SYS	5.50	1,347.50
14	COMPACTED AGGREGATE NO. 53	6.000	CYD	335.00	2,010.00
15	SIDEWALK CONCRETE 4"	10.000	SYS	135.00	1,350.00
16	CURP RAMP CONCRETE	34.000	SYS	300.00	10,200.00
17	DETECTABLE WARNING SURFACES	9.000	SYS	300.00	2,700.00
18	CURB CONCRETE	77.000	LFT	110.00	8,470.00
19	CURB & GUTTER CONCRETE	70.000	LFT	152.00	10,640.00
20	CURB & GUTTER CONCRETE DEPRESSED	41.000	LFT	152.00	6,232.00
21	HMA FOR APPROACHES TYPE C	142.000	TON	300.00	42,600.00
22	MULCHED SEEDING U	145.000	SYS	22.00	3,190.00
23	CONSTRUCTION SIGN A	11.000	EACH	245.00	2,695.00
24	CONSTRUCTION SIGN B	7.000	EACH	106.00	742.00
25	MAINTAINING TRAFFIC	1.000	LS	44,000.00	44,000.00
26	BARRICADE III-B	40.000	EACH	14.50	580.00
27	SIGN SHEET WITH LEGEND 0.080 IN.	30.000	SFT	30.25	907.50
28	SIGN SHETT WITH LEGEND 0.125 IN.	33.000	SFT	41.00	1,353.00
29	SIGNAL POLE FNDTN 36" X 144"	4.000	EACH	9,475.00	37,900.00
30	HANDHOLE SIGNAL TYPE 1	1.000	EACH	2,490.00	2,490.00
31	CONDUIT STEEL GALVANIZED 2"	98.000	LFT	49.25	4,826.50
32	PED SIGNAL HEAD COUNTDOWN 18"	8.000	EACH	965.00	7,720.00
33	CABLE COAXIAL	714.000	LFT	8.25	5,890.50
34	VIDEO VEHICLE DET. CAMERA (AUTOSCOPE)	4.000	EACH	14,000.00	56,000.00
35	PED PUSH BUTTON APS (SPCH WALK MESS)	8.000	EACH	1,345.00	10,760.00

TAPP & DEBORAH SIGNAL INSTALLATION PROJECT

Biditem	Description	Quantity	Units	Unit Price	Bid Total
36	CONTROLLER & CABINET	1.000	EACH	42,000.00	42,000.00
37	TRAFFIC SIGNAL HEAD 3 SECTION 12"	8.000	EACH	1,080.00	8,640.00
38	TRAFFIC SIGNAL HEAD 4 SECTION 12"	4.000	EACH	1,400.00	5,600.00
39	SPAN CATEN	4.000	EACH	3,260.00	13,040.00
40	DISCONNECT HANGER	4.000	EACH	460.00	1,840.00
41	SIGNAL SERVICE	1.000	EACH	1,405.00	1,405.00
42	SIGNAL CABLE SERVICE COPPER 3C/8 GA	25.000	LFT	3.60	90.00
43	SIGNAL CABLE CONTROL COPPER 3C/14 GA	2,010.000	LFT	2.05	4,120.50
44	SIGNAL CABLE CONTROL COPPER 5C/14 GA	1,708.000	LFT	2.25	3,843.00
45	SIGNAL CABLE CONTROL COPPER 7C/14 GA	146.000	LFT	2.65	386.90
46	SIGNAL CABLE CONTROL COPPER 9C/14 GA	490.000	LFT	3.60	1,764.00
47	CONTROLLER CABINET FOUNDATION P1	1.000	EACH	4,000.00	4,000.00
48	SIGNAL POLE STEEL STRAIN 30'	4.000	EACH	10,000.00	40,000.00
49	LUMINAIRE MAST ARM 25' (FOR CAMERA)	4.000	EACH	3,000.00	12,000.00
50	TRNSVRS MRK THERM CRSSWLK WHITE 24"	461.000	LFT	10.40	4,794.40
51	TRANSVERSE MARKING REMOVE	70.000	LFT	4.35	304.50
52	LINE THERMOPLASTIC SOLID WHITE 4"	273.000	LFT	1.30	354.90
53	LINE REMOVE	764.000	LFT	0.75	573.00
54	GROOVING FOR PAVEMENT MARKINGS	872.000	LFT	8.50	7,412.00
55	LINE THERMOPLASTIC SOLID YELLOW 4"	599.000	LFT	1.30	778.70
56	TRNSVRS MRK THERM STOP LINE WHITE 24"	107.000	LFT	10.50	1,123.50
57	PVMNT MESS MRK THERM LANE INDC ARROW	2.000	EACH	230.00	460.00
	Base Bid				\$506,250.00
101	HANDHOLE SIGNAL TYPE 1	5.000	EACH	2,637.00	13,185.00
102	CONDUIT HDPE 2" SCHEDULE 80	1,000.000	LFT	35.32	35,320.00
103	SIGNAL CABLE ROADWAY LOOP COPPER 1C/14 GA	2,740.000	LFT	0.68	1,863.20
104	SIGNAL CABLE DETECTOR LEAD-IN COPPER 2C/16 GA	1,850.000	LFT	2.92	5,402.00
105	SIGNAL DETECTOR HOUSING	6.000	EACH	2,210.00	13,260.00
106	SAW CUT FOR ROADWAY LOOP DETECTOR AND SEALANT	940.000	LFT	20.30	19,082.00
107	LOOP DETECTR DELAY AMPLIFIER COUNTING 2 CHANNEL	3.000	EACH	541.00	1,623.00
	Alternate #1				\$89,735.20
201	CONTROLLER AND CABINET	1.000	EACH	28,435.00	28,435.00
	Alternate #2				\$28,435.00

BID FORM

This BID Summary Sheet shall be completed and submitted with all other BID Documents.

The total project bid amount to complete the Walnut Street Traffic Signals Project, including all associated work per plans and specification is;

Nine hundred forty eight thousand one hundred, \$ 948,150.00
fifty dollars and no cents

For projects requiring submission of Trench Safety Systems Affidavit, the portion of the total project bid cost provided above which is attributable to trench safety systems is \$ N/A.

Requested Form of Payment (Choose one):	<input type="checkbox"/>	A Single Lump Sum Payment following completion of the project. Invoice shall be submitted within sixty (60) days following acceptance of the project.
	<input checked="" type="checkbox"/>	Progressive Payments for work completed and invoiced throughout the project.

All work shall be completed within ninety (90) calendar days after the date of the Notice to Proceed.

Any and all Subcontractors performing work valued over \$10,000 shall be listed below: Any subcontractor not listed below at the time of bid, must be approved by the City of Bloomington prior to performing any work on this contract. Subcontractors not listed or approved will not be paid for work under this contract. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, any subcontractor performing work on this contract is a Tier 2 contractor.

SUBCONTRACTORS	ADDRESS	TYPE OF WORK
<u>The Hoosier Company</u>	<u>Indianapolis</u>	<u>Traffic Signal</u>
<u>Indiana Sign & Barricade</u>	<u>Indianapolis</u>	<u>Construction signs & Pavement markings</u>

In submitting this Bid, Bidder represents that:

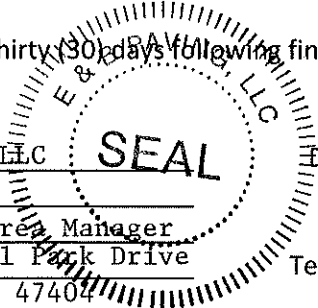
- A. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- B. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged.

No. <u>1</u>	Dated <u>8/4/21</u>
No. _____	Dated _____
No. _____	Dated _____

Final Invoice shall be submitted within thirty (30) days following final acceptance of the project.

SIGNATURE OF BIDDER

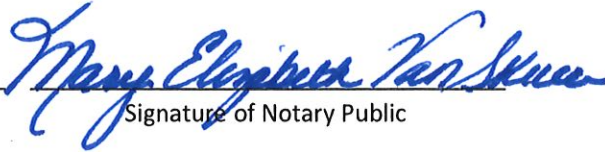
Name of Bidder: E & B Paving LLC Date: 08/09/21
 By: Todd Hoops
 Name & Title Printed: Todd Hoops, Area Manager
 Bidder Address: 2520 W Industrial Park Drive Telephone: 812-334-7940
Bloomington IN 47404



STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared
Todd Hoops and acknowledged the execution of the foregoing this 9 day of
August, 2021.

My Commission Expires: 1/20/22


Signature of Notary Public

County of Residence: Monroe Mary Elizabeth Van Skiver
Printed Name of Notary Public

Commission #: 650384





City of Bloomington
Engineering Department

Letting Date: August 9th, 2021

Proposal Schedule of Items (Unit Prices)

Page 1 of 2

Project Title : Walnut Street Traffic Signals Project

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
001	105-06845	CONSTRUCTION ENGINEERING	1	LS	-	-
002	110-01001	MOBILIZATION & DMOBILIZATION	1	LS	-	-
003	202-02278	CURB, CONCRETE, REMOVE	339	LFT	-	-
004	202-52710	SIDEWALK CONCRETE, REMOVE	103	SYS	-	-
005	202-91385	INLET, REMOVE	1	EACH	-	-
006	203-02000	EXCAVATION, COMMON	21	CYS	-	-
007	205-06933	TEMPORARY INLET PROTECTION	3	EACH	-	-
008	206-51215	EXCAVATION, X	5	CYS	-	-
009	301-12234	COMPACTED AGGREGATE NO. 53	21	CYS	-	-
010	304-12623	HMA PATCHING FULL DEPTH TYPE B	43	TON	-	-
011	306-08034	MILLING, ASPHLAT, 1.5"	974	SYS	-	-
012	401-07321	QC/QA-HMA, 2, 64, SURFACE, 9.5 mm	80	TON	-	-
013	604-06070	SIDEWALK, CONCRETE	13	SYS	-	-
014	604-08086	CURP RAMP, CONCRETE	113	SYS	-	-
015	604-12083	DETECTABLE WARNING SURFACES	14	SYS	-	-
016	605-06120	CURB, CONCRETE	241	LFT	-	-
017	621-06550	MULCHED SEEDING P	59	SYS	-	-
018	715-05149	PIPE, TYPE 2, CIRCULAR, 12"	4	LFT	-	-
019	720-44025	CASTING, 4, FURNISH AND ADJUST TO GRADE	2	EACH	-	-
020	720-45015	INLET, A8	1	EACH	-	-
021	720-45045	INLET, J10	1	EACH	-	-
022	801-06207	TEMP PVMNT MRKNG, REMOVABLE, 4"	330	LFT	-	-
023	801-06640	CONSTRUCTION SIGN, A	19	EACH	-	-
024	801-06645	CONSTRUCTION SIGN, B	8	EACH	-	-
025	801-06775	MAINTAINING TRAFFIC	1	LS	-	-
026	801-07119	BARRICADE, III-B	24	LFT	-	-
027	802-03821	SIGN, SHEET, WITH LEGEND	17	EACH	-	-
028	802-07059	SIGN, SHEET, AND SUPPORTS, REMOVE	6	EACH	-	-

Please See Attached

CONTINUED TO NEXT PAGE



City of Bloomington
Engineering Department

Letting Date: August 9th, 2021

Proposal Schedule of Items (Unit Prices)

Page 2 of 2

Project Title : Walnut Street Traffic Signals Project

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
029	805-02150	PED SIGNAL HEAD, COUNTDOWN, 18"	16	EACH	-	-
030	805-02645	SIGNAL POLE FOUND. 24" X 24" X 36"	4	EACH	-	-
031	805-04782	VIDEO VEHICLE DETECTOR SYSTEM	6	EACH	-	-
032	805-06595	CONDUIT, PVC, 2"	788	LFT	-	-
033	805-11374	SIGNAL CANT. STR, SINGLE ARM 20'	1	EACH	-	-
034	805-11383	SIGNAL CANT. STR, DRILLED SHAFT FND, A	1	EACH	-	-
035	805-11385	SIGNAL CANT. STR, DRILLED SHAFT FND, E	3	EACH	-	-
036	805-11392	SIGNAL CANT. STR, DUAL ARM 30', 25'	1	EACH	-	-
037	805-11393	SIGNAL CANT. STR, DUAL ARM 35', 25'	2	EACH	-	-
038	805-11817	PEDESTRIAN PUSH BUTTON, APS	16	EACH	-	-
039	805-78109	CNTRLLR & CBNT, SEC. MENU DRIVEN, 8 PH.	2	EACH	-	-
040	805-78205	TRAFFIC SIGNAL HEAD, 3 SECTION, 12"	12	EACH	-	-
041	805-78480	SIGNAL CABLE, CONTROL, COPPER, 3C/14 GA	1778	LFT	-	-
042	805-78485	SIGNAL CABLE, CONTROL, COPPER, 5C/14 GA	1584	LFT	-	-
043	805-78495	SIGNAL CABLE, CONTROL, COPPER, 9C/14 GA	1785	LFT	-	-
044	805-78510	SIGNAL CBLE, DTCTR LEAD-IN COP, 2C/16 GA	691	LFT	-	-
045	805-78925	CONTROLLER CABINET FOUNDATION, P1	2	EACH	-	-
046	805-99162	SIGNAL POLE, PEDESTAL, 11'	4	EACH	-	-
047	807-02780	LIMINAIRE, MAST ARM, 8'	2	EACH	-	-
048	807-04866	LIMINAIRE	2	EACH	-	-
049	807-78590	HANDHOLE	7	EACH	-	-
050	808-03439	TRNVRS MRK, THRMP, CWALK LN, WHT, 24"	390	LFT	-	-
051	808-06701	LINE, THRMPLSTC, BROKEN, WHITE, 4"	62	LFT	-	-
052	808-06703	LINE, THRMPLSTC, SOLID, WHITE, 4"	94	LFT	-	-
053	808-75245	LINE, THRMPLSTC, SOLID, YELLOW, 4"	32	LFT	-	-
054	808-75297	TRNVRS MRK, THRMPLSTC, STP LN, WHT 24"	123	LFT	-	-
055	809-04652	SERVICE POINT	2	EACH	-	-
056	702-90915	CONCRETE, CLASS A	18	CYS	-	-
TOTAL PROJECT BID:					-	-

Please See Attached

WALNUT STREET TRAFFIC SIGNALS PROJECT

Biditem	Description	Quantity	Units	Unit Price	Bid Total
1	CONSTRUCTION ENGINEERING	1.000	LS	8,000.00	8,000.00
2	MOBILIZATION & DMOBILIZATION	1.000	LS	65,000.00	65,000.00
3	CURB CONCRETE REMOVE	339.000	LFT	30.00	10,170.00
4	SIDEWALK CONCRETE REMOVE	103.000	SYS	45.00	4,635.00
5	INLET REMOVE	1.000	EACH	2,000.00	2,000.00
6	EXCAVATION COMMON	21.000	CYS	700.00	14,700.00
7	TEMPORARY INLET PROTECTION	3.000	EACH	400.00	1,200.00
8	EXCAVATION X	5.000	CYS	1,850.00	9,250.00
9	COMPACTED AGGREGATE NO. 53	21.000	CYS	180.00	3,780.00
11	MILLING ASPHLAT 1.5"	974.000	SYS	14.00	13,636.00
12	QC/QA-HMA 2 64 SURFACE 9.5 MM	80.000	TON	340.00	27,200.00
13	SIDEWALK CONCRETE	13.000	SYS	160.00	2,080.00
14	CURP RAMP CONCRETE	113.000	SYS	380.00	42,940.00
15	DETECTABLE WARNING SURFACES	14.000	SYS	250.00	3,500.00
16	CURB CONCRETE	241.000	LFT	120.00	28,920.00
17	MULCHED SEEDING P	59.000	SYS	20.00	1,180.00
18	PIPE TYPE 2 CIRCULAR 12"	4.000	LFT	300.00	1,200.00
19	CASTING 4 FURNISH AND ADJUST TO GRADE	2.000	EACH	1,400.00	2,800.00
20	INLET A8	1.000	EACH	5,500.00	5,500.00
21	INLET J10	1.000	EACH	5,500.00	5,500.00
22	TEMP PVMNT MRKNG REMOVABLE 4"	330.000	LFT	3.50	1,155.00
23	CONSTRUCTION SIGN A	19.000	EACH	235.00	4,465.00
24	CONSTRUCTION SIGN B	8.000	EACH	138.00	1,104.00
25	MAINTAINING TRAFFIC	1.000	LS	68,754.85	68,754.85
26	BARRICADE III-B	24.000	LFT	18.40	441.60
27	SIGN SHEET WITH LEGEND	17.000	EACH	32.50	552.50
28	SIGN SHEET AND SUPPORTS REMOVE	6.000	EACH	205.00	1,230.00
29	PED SIGNAL HEAD COUNTDOWN 18"	16.000	EACH	1,190.00	19,040.00
30	SIGNAL POLE FOUND. 24" X 24" X 36"	4.000	EACH	950.00	3,800.00
31	VIDEO VEHICLE DETECTOR SYSTEM	6.000	EACH	15,600.00	93,600.00
32	CONDUIT PVC 2"	788.000	LFT	87.00	68,556.00
33	SIGNAL CANT. STR SINGLE ARM 20'	1.000	EACH	26,000.00	26,000.00
34	SIGNAL CANT. STR DRILLED SHAFT FND A	1.000	EACH	9,700.00	9,700.00
35	SIGNAL CANT. STR DRILLED SHAFT FND E	3.000	EACH	27,000.00	81,000.00
36	SIGNAL CANT. STR DUAL ARM 30' 25'	1.000	EACH	43,000.00	43,000.00

WALNUT STREET TRAFFIC SIGNALS PROJECT

Biditem	Description	Quantity	Units	Unit Price	Bid Total
37	SIGNAL CANT. STR DUAL ARM 35' 25'	2.000	EACH	44,800.00	89,600.00
38	PEDESTRIAN PUSH BUTTON APS	16.000	EACH	1,350.00	21,600.00
39	CNTRLLR & CBNT SEC. MENU DRIVEN 8 PH.	2.000	EACH	39,500.00	79,000.00
40	TRAFFIC SIGNAL HEAD 3 SECTION 12"	12.000	EACH	1,100.00	13,200.00
41	SIGNAL CABLE CONTROL COPPER 3C/14 GA	1,778.000	LFT	2.05	3,644.90
42	SIGNAL CABLE CONTROL COPPER 5C/14 GA	1,584.000	LFT	2.25	3,564.00
43	SIGNAL CABLE CONTROL COPPER 9C/14 GA	1,785.000	LFT	3.60	6,426.00
44	SIGNAL CBLE DTCTR LEAD-IN COP 2C/16 GA	691.000	LFT	1.45	1,001.95
45	CONTROLLER CABINET FOUNDATION P1	2.000	EACH	1,950.00	3,900.00
46	SIGNAL POLE PEDESTAL 11'	4.000	EACH	1,600.00	6,400.00
47	LIMINAIRE MAST ARM 8'	2.000	EACH	3,150.00	6,300.00
48	LIMINAIRE	2.000	EACH	1,400.00	2,800.00
49	HANDHOLE	7.000	EACH	2,400.00	16,800.00
50	TRNVRS MRK THRMP CWALK LN WHT 24"	390.000	LFT	10.00	3,900.00
51	LINE THRMPLSTC BROKEN WHITE 4"	62.000	LFT	3.70	229.40
52	LINE THRMPLSTC SOLID WHITE 4"	94.000	LFT	1.30	122.20
53	LINE THRMPLSTC SOLID YELLOW 4"	32.000	LFT	1.30	41.60
54	TRNVRS MRK THRMPLSTC STP LN WHT 24"	123.000	LFT	10.00	1,230.00
55	SERVICE POINT	2.000	EACH	4,600.00	9,200.00
56	CONCRETE CLASS A	18.000	CYS	200.00	3,600.00
	Bid Total				\$948,150.00

The Board of Public Works meeting was held on Tuesday, August 17, 2021, at 5:30 pm virtually through Zoom. Dana Henke presiding.

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

Present: Dana Henke
Kyla Cox Deckard
Beth H. Hollingsworth

ROLL CALL

City Staff: Adam Wason – Public Works
April Rosenberger- Public Works
Ryan Daily – Public Works
Russell White - Engineering
Mike Stewart- Engineering
Jackie Moore - Legal

Hollingsworth asked everyone to be careful during this time of the year with the students moving in. She reminded everyone that the activity will be going on for some time.

**MESSAGES FROM
BOARD MEMBERS**

Greg Alexander spoke of The Bentley project. He said that before the Project was even approved, construction equipment was being placed in the Right-of-Way. He saw a pedestrian fall once because there was gravel in the way. He has also witnessed people walking under equipment in the walk-around. On several occasions he noticed that the walk-around was either blocked or there wasn't one at all. Also mentioned that the fence at times blocked the walk around, when there was a fence at all. Henke asked if when Alexander notices these violations, if he reported them. Alexander answered yes, he filed U-Reports at least four times, but stated he received no resolution. Wason, Public Works, stated he appreciates Alexander's reports and assured him that U-Reports do get monitored and answered.

**PETITIONS &
REMONSTRANCES**

Adam Wason, Public Works, presented Resolution 2021-21: Harvest Hootenanny. See meeting packet for details.

SPECIAL EVENTS
**Resolution 2021-21: Harvest
Hootenanny**

Board Comments: None

Brad Scheisser, Bloomington Playwrights, spoke in favor and support of the Harvest Hootenanny.

Hollingsworth made a motion to approve Resolution 2021-21: Harvest Hootenanny. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Adam Wason, Public Works, presented Resolution 2021-41: Paint the Town Purple. See meeting packet for details.

Resolution 2021-41: Paint the Town Purple

Board Comments: None

Hollingsworth made a motion to approve Resolution 2021-41: Paint the Town Purple. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Adam Wason, Public Works, presented Resolution 2021-42: Lotus Fest. See meeting packet for details.

Resolution 2021-42: Lotus Fest

Board Comments: Cox Deckard asked about the scheduling of performances being Thursday. Tamara Lowenthal, Lotus, answered that there are two performances Thursday, one at Buskirk- Chumley, the other at Dunn Meadow. Hollingsworth asked how many music events are scheduled. Lowenthal answered Lotus has about 20 artists scheduled. Hollingsworth asked if tickets are on sale before the event. Lowenthal confirmed that the tickets are on sale now at the Buskirk Chumley Theater. Cox Deckard added that she appreciates the coordination between City staff and event organizers on ensuring the cutoff time of the event being midnight. Hollingsworth asked about the Delta variant of COVID and its effects on any of the big festivals. Wason responded that we are following CDC guidelines. Special events are going forward as scheduled. Signage will be up stating to mask up during the Festivals. Lowenthal commented that they are preparing to do a live-stream of the Festival.

Hollingsworth made a motion to approve Resolution 2021-42: Lotus Fest. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

1. Approval of Minutes – August 03, 2021
2. Resolution 2021-43: Renewal of Mobile Vendor in Public Right-of-Way; La Poblana
3. Resolution 2021-44: Renewal of Mobile Vendor in Public Right-of-Way; Top Shotta Jerk Chicken
4. Noise Permit for B'Town Jazz Fest
5. Noise Permit for Secretly Group's Paved Paradise
6. Addendum to Koorsen Service Agreement to Include 4th Street Garage
7. Addendum to Evens Time PARCS Equipment Maintenance Service Agreement to Include Trades District Garage
8. Addendum to Evens Time Parker Services Agreement to Include Trades District Garage
9. Service Agreement with Precision Concrete, Inc.
10. Approval of Payroll

CONSENT AGENDA

Board Comments: None

Hollingsworth made a motion to approve the Consent Agenda. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Russell White, Engineering, presented Contract with Eco Logic LLC for Landscaping Work for 17th & Arlington, Allen St., and Bloomfield Road. See meeting packet for details.

Board Comments: None

Hollingsworth made a motion to approve Contract with Eco Logic LLC for Landscaping Work for 17th & Arlington, Allen St., and Bloomfield Road. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

NEW BUSINESS
**Contract with Eco Logic LLC
for Landscaping Work for 17th
& Arlington, Allen St., and
Bloomfield Road.**

Mike Stewart, Engineering, presented Request for Lane, Street, and Sidewalk Closures on N. Walnut and 14th Street for the Standard Redevelopment Project from Landmark. See meeting packet for details.

Request for Lane, Street, and Sidewalk Closures on N. Walnut and 14th Street for the Standard Redevelopment Project from Landmark

Board Comments: Hollingsworth asked if it was reasonable to ask if, since there is three phases to this project, Landmark Construction could come back before the Board before each phase begins to give an update. Wason confirmed that Engineering can definitely offer updates to make certain the project is going as planned. Cox Deckard asked if on the Walnut St. lane restrictions if there are two or three lanes. Stewart said there are two lanes, so this closure will constricting the street to one lane of travel. She also asked about the MOT, specifically the sidewalk access. Stewart said in this case, it is a detour. There isn't space for a safe walk around. Henke asked Wason if fines are issued when the MOT are not followed. Wason confirmed, but said the Engineering Department will typically communicate any issues with the contractors or project managers before resorting to fines. Hollingsworth asked if the project is on schedule and if it's ready to start. Stewart confirmed.

John Richards, Bunger and Robertson Attorneys at Law, representing TELCO, Inc. which has two parcels of real estate affected by the closures in question. TELCO has concerns that there won't be car access to their office, especially in this important time of year. TELCO was also questioning the interruption of utilities. Henke asked if Wason is aware of these concerns. Wason said this is the first time he has heard of these concerns. Stewart said that the Engineering and Legal Departments have been in communications with Eric Schulte, Landmark Properties, and he has confirmed all of the issues have been addressed. Jackie Moore, City Legal, confirmed there would be a brief utility interruption to install a new water main, but it is planned to be done during the night. Eric Schulte, Landmark Properties, spoke of his responses to Bunger and Robertson on the concerns. Bill Beggs, Bunger and Robertson, requested that the closures on 14th Street be phased to accommodate for traffic from the east. Beggs asked if flagging would be acceptable. Schulte confirmed that they could have flaggers. Wason stated Phase 1 should be approved by the Board tonight. Phases 2-4 will be moved to the next Board of Public Works meeting on 8/31/2021 to discuss further.

Hollingsworth made a motion to approve Phase 1 of the Request for Lane, Street, and Sidewalk Closures on N. Walnut and 14th Street for the Standard Redevelopment Project from Landmark. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Ryan Daily, Public Works, presented Contract with Fast Signs for the 2021 4th Street Garage Wayfinding Sign Project. See meeting packet for details.

Contract with Fast Signs for the 2021 4th Street Garage Wayfinding Sign Project

Board Comments: None

Hollingsworth made a motion to approve Contract with Fast Signs for the 2021 4th Street Garage Wayfinding Sign Project. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Adam Wason, Public Works, presented Contract with E&B Paving, Inc., for the Lower Cascades Road Project. See meeting packet for details.

Contract with E&B Paving, Inc., for the Lower Cascades Road Project

Board Comments: Henke asked how close the bid was to what was budgeted. Wason answered that bid was a little higher than the engineer's estimates, but not by an outrageous amount. Hollingsworth stated that she had read through the documents a couple of times and couldn't find a funding source for the project. Wason said this funded through a Parks Bond.

Hollingsworth made a motion to approve Contract with E&B Paving, Inc., for the Lower Cascades Road Project. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Wason stated that it's a busy, busy Bloomington. Every division of Public Works is running at full tilt. Across the board everyone is quite busy with downtown beautification. Wason thanked all of the crews for all of their hard work. Henke asked about the staffing level. Wason stated that Crossing Guards are needed.

STAFF REPORTS AND OTHER BUSINESS

Hollingsworth made a motion to approve claims in the amount of \$ 2,648,244.55. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

CLAIMS

Henke called for adjournment at 6:54 p.m.

Accepted By:

Dana Henke, President

ADJOURNMENT

Beth H. Hollingsworth, Vice-President

Kyla Cox Deckard, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Project/Event: Operating Agreement with VeoRide for Seated Electric Scooters

Petitioner/Representative: City of Bloomington Economic and Sustainable Development & VeoRide

Staff Representative: Alex Crowley, Director of Economic and Sustainable Development

Meeting Date: August 31, 2021

At present, three scooter companies are licensed to rent out scooters within the City of Bloomington: Bird, Lime, and VeoRide. In addition to deploying traditional "stand-up" scooters, VeoRide has also deployed a model of sit-down scooter called a "Cosmo" for rent to Bloomington residents.

The Seated Scooter Operating Agreement extends a previous authorization from the Board to allow seated scooters to be deployed by VeoRide. Though the present Agreement authorizes the deployment of 25 seated scooters (which was the number set by the previous Agreement), the Agreement also authorizes the Board to set a different number of scooters as the deployment limit on its own motion. The rules governing the use and parking of seated scooters mirror the rules governing the use of stand-up scooters, which are now codified by ordinance in Title 15 of the Municipal Code.

The City recommends that the Agreement be approved and signed by the Board and further recommends that VeoRide be authorized by the Board to increase its maximum Cosmo deployment to 100 devices.

Respectfully Submitted,

Alex Crowley
Director of Economic and Sustainable Development

SEATED SCOOTER OPERATING AGREEMENT

This Seated Scooter Operating Agreement (hereafter "Agreement") is entered into by and between **VeoRide** (hereafter "Company"), and the City of Bloomington, Indiana (hereafter "City") as of this _____ day of _____, 20____.

1. Statement and Purpose

This Agreement establishes terms and conditions governing the Company's deployment of seated scooters operation within the City so that such operations are consistent with the safety and well-being of the Bloomington Community and all users of Bloomington's public right of way. It is understood that in exchange for authorization to deploy seated scooters within City right of way, the Company shall operate in accordance with the terms and conditions set forth herein.

This Agreement is applicable *only* to the seated scooter deployed by the Company and commonly described as the model **Cosmo**, a depiction of which is attached hereto and incorporated as part of this Agreement as Exhibit A. This Agreement does not authorize the deployment of any other model of seated scooter and is in no way applicable to any other model of seated scooter. In addition, for the avoidance of doubt, seated scooters do not qualify as and shall not be considered Motorized Scooters or Shared-Use Motorized Scooters as those terms are defined in Title 15 of the Bloomington Municipal Code.

2. Term

This Agreement shall remain in full force and effect from the date of its execution for a period of one (1) year, or until the Agreement is terminated in accordance with Section six (6) of this Agreement.

3. Responsibilities of the Company

- a. *Seated Scooter Parking.* Seated scooters shall only be parked in a place and in a manner that is consistent with the parking requirements set forth in Bloomington Municipal Code § 15.58.050, which governs parking of shared-use motorized scooters, as well as any other applicable portions of the Bloomington Municipal Code or state or federal law.

However, should the Board of Public Works or another body within the City of Bloomington impose additional parking requirements that are more stringent than those contained within the Bloomington Municipal Code, seated scooters may only be parked so as to comply with these additional requirements.

- b. *Seated Scooter Use.* Seated scooters shall only be used in a manner that is consistent with the requirements contained in Bloomington Municipal Code §§ 15.58.060, 15.58.070, and 15.58.080, which govern shared-use motorized scooter use, as well as any other applicable portions of the Bloomington Municipal Code or state or federal law.

However, should the Board of Public Works or another body within the City of Bloomington impose additional use restrictions that are more stringent than those contained within the Bloomington Municipal Code, seated scooters may only be used so as to comply with these additional restrictions.

- c. *Seated Scooter Equipment, Safety, Condition, Appearance, and Hours of Deployment.* Seated Scooters shall be equipped, maintained, and deployed in a manner that is consistent with the requirements set forth in Bloomington Municipal Code § 15.58.090, which governs shared-use motorized scooter equipment, safety, condition, appearance, and hours of deployment., as well as any other application portion of the Bloomington Municipal code or state or federal law.

However, should the Board of Public Works or another body within the City of Bloomington impose additional equipment, maintenance, and deployment restrictions that are more stringent than those contained within the Bloomington Municipal Code, seated scooters may only be used so as to comply with these additional restrictions.

- d. *Speed.* All scooters shall have their speed governed so that they are capable of traveling no faster than 15 miles per hour on a flat, dry surface.
- e. *Outreach.* The Company must educate its users on legal scooter parking and legal scooter use (1) on its Bloomington-specific website and (2) within its mobile application.
- f. *Price Discount.* The Company must provide a price discount of at least fifty percent (50%) to members of the public who can demonstrate participation in any local, state, or federally-administered assistance program.
- g. *Impoundment.* Any seated scooter that poses a hazard to public health and safety may be immediately removed and impounded by the City. The City may dispose of any seated scooter that has been impounded and stored by the City for a period of 180 or more days. Removal, impoundment, storage and disposal of a seated scooter shall render the Company liable to the City in accordance with the terms set forth in Title 15 of the Bloomington Municipal Code, specifically including, but not limited to, those penalties set forth in Bloomington Municipal Code § 15.64.010(e).
- h. *Data Sharing.* The Company shall provide the City with Application Programming Interface (API) access to real-time information on their seated scooters that comports with the General Bikeshare Feed Specification (GBFS) and Mobility Data Specification (MDS) standards, or any broadly adopted similar standards that are developed subsequently.
- i. *Total Number of Deployed Seated Scooters.* This Agreement authorizes the deployment of twenty-five (25) seated scooters within the City of Bloomington. However, this number may be increased or decreased at any time at the sole discretion of the Board of Public Works.

4. Responsibilities of the City

The City shall permit the Company to deploy seated scooters within the City's right-of-way as part of the Company's shared-use motorized scooter business and shall permit the Company's users to operate seated scooters within the City's right-of-way, provided such operation is in accordance with all laws, ordinances, regulations, and the terms and conditions contained within this Agreement.

5. Fees

The Company agrees to pay to the City a fee of fifteen cents (\$0.15) per ride taken on a seated scooter.

6. Termination

Either party may terminate this Agreement upon ten (10) days written notice to the other party. Such notice shall be sent in accordance with the terms of Section 13 of this Agreement. However, should the Company lose or fail to renew its license from the City to deploy shared-use motorized scooters, this Agreement shall automatically and immediately be considered terminated.

7. Insurance

Company shall maintain the following insurance in full force and effect: (a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence; (b) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and (c) Excess Liability Insurance in a minimum amount of \$5,000,000 which shall apply to both the General Liability and Automobile Liability policies. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington and its officers, employees and agents shall be named as additional insureds, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Prior to initiating operations pursuant to this Agreement, Company shall provide evidence of each insurance policy to the City.

8. Indemnification

The Company agrees as follows:

- a. The undersigned is a duly authorized representative of the applicant shared-use motorized scooter Company.
- b. The undersigned agrees to release, hold harmless and forever indemnify the City of Bloomington and any and all City employees, officers, and agents from any claim or claims which may arise out of any incident connected with or in any way related to his/her deployment of seated scooters or his/her operation of a business within the City of Bloomington. This includes claims for personal injury, death, property damage, and/or any other type of harm or injury.
- c. The undersigned shall, and hereby does indemnify, defend, and hold harmless the City of Bloomington and any and all City employees, officers, and agents from and against any and all actions, costs, claims, suites, losses, expenses or damages, including but not limited to attorneys' fees and court costs, arising out of the undersigned's operation of a business.
- d. The undersigned understands this release binds him/herself, and all heirs, executors, partners, co-owners, administrators, successors and assigns of each.
- e. The undersigned acknowledges that he/she has read this section and understands all of its terms. The undersigned consents to these terms voluntarily and with full knowledge of its significance.

9. Waiver

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

10. Severability

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

11. Assignment

Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

12. Governing Law and Venue

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

13. Notices

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

City: City of Bloomington
ATTN: Corporation Counsel
401 N. Morton Street
Bloomington, IN 47404

Company: Veride
1001 N Milwaukee Ave
Ste 401
Chicago, IL 60642

Nothing contained in this Section or elsewhere in this Agreement shall be construed to restrict the transmission of routine communications between representatives of the City and Company.

14. Integration and Modification

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

IN WITNESS WHEREOF, the parties hereto have set forth their hands below with the intent to be bound by the foregoing terms and provisions.

CITY OF BLOOMINGTON

John Hamilton, Mayor

Dana Henke, President
Board of Public Works

VEORIDE



Signature

Ben Thomas Regional GM

Printed Name and Title

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2021-45**

**Seated Scooters Operating Agreement with VeoRide
RE: Increasing the Number of Deployable Seated Scooters**

WHEREAS, the Board of Public Works (“Board”) is currently considering renewing a contract with VeoRide for the deployment of seated scooters in the City of Bloomington; and

WHEREAS, Section 3(i) of the proposed contract between the City of Bloomington and VeoRide authorizes VeoRide to deploy a maximum of twenty-five (25) seated scooters; and

WHEREAS, Section 3(i) of the proposed contract with VeoRide further authorizes the Board to increase or decrease the maximum number of seated scooters that VeoRide may deploy “at the sole discretion of the Board;” and

WHEREAS, staff and VeoRide recommend that the maximum number of deployable seated scooters be increased from the twenty-five (25) stated in the proposed contract to a total of one-hundred (100); and

WHEREAS, the Board now wishes to exercise its authority under Section 3(i) of the contract and increase the maximum number of seated scooters that VeoRide may deploy;

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

1. Pursuant to the Board’s authority under Section 3(i) of the Seated Scooter Operating Agreement between the City of Bloomington and VeoRide, the Board hereby increases the maximum number of seated scooters that VeoRide may deploy to a total of one-hundred (100) seated scooters.
2. This Resolution does not limit the Board’s authority to terminate the contract with VeoRide, nor does it limit the Board’s authority to further modify the number of seated scooters that may be deployed by VeoRide at a future date
3. This Resolution shall be effective immediately upon passage by the Board of Public Works.
4. If any section, sentence, provision of this Resolution, or the application thereof to any person or circumstances shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions, or applications of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

ADOPTED THIS 31st DAY OF AUGUST, 2021

BOARD OF PUBLIC WORKS

Dana Henke, President

Beth H. Hollingsworth, Vice-President

Kyla Cox Deckard, Secretary



Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Department of Public Works

Staff Representative: Christina Smith

Meeting Date: August 31, 2021

The Department of Public Works requested and received lighting plans for the following locations:

N Blair Avenue Walkway

Fixtures: One (1) 70 Watt LED roadway fixtures mounted on existing wooden pole

Funding Source: Local Roads and Streets Fund

Option A: \$649.96

Estimated Monthly Charge: \$3.14

Note: Resident requested a street light along the dark walkway between 1011 & 1001 N Blair Ave to provide illuminate the area. The walk way is used by the neighborhood and is in close proximity to Mills Pool.

As a standard practice, the City has elected lease Option A on all of the outdoor lighting service agreements for equipment costs. The one-time lump sum for equipment costs will be paid out various funds and the ongoing monthly costs will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

City of Bloomington Contract and Purchase Justification Form

Vendor: Duke Energy

Contract Amount: \$649.96

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

PURCHASE INFORMATION

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

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

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

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

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

Duke Energy is a sole source provider for street light installation within the public right of way. The City leases street lights from Duke Energy and pays for the installation costs, energy, and maintenance costs with Duke providing the maintenance services. The City does not have the labor force or equipment necessary to provide maintenance services for over 3,000 street lights within the public right of way.

Christina Smith

Project Coordinator

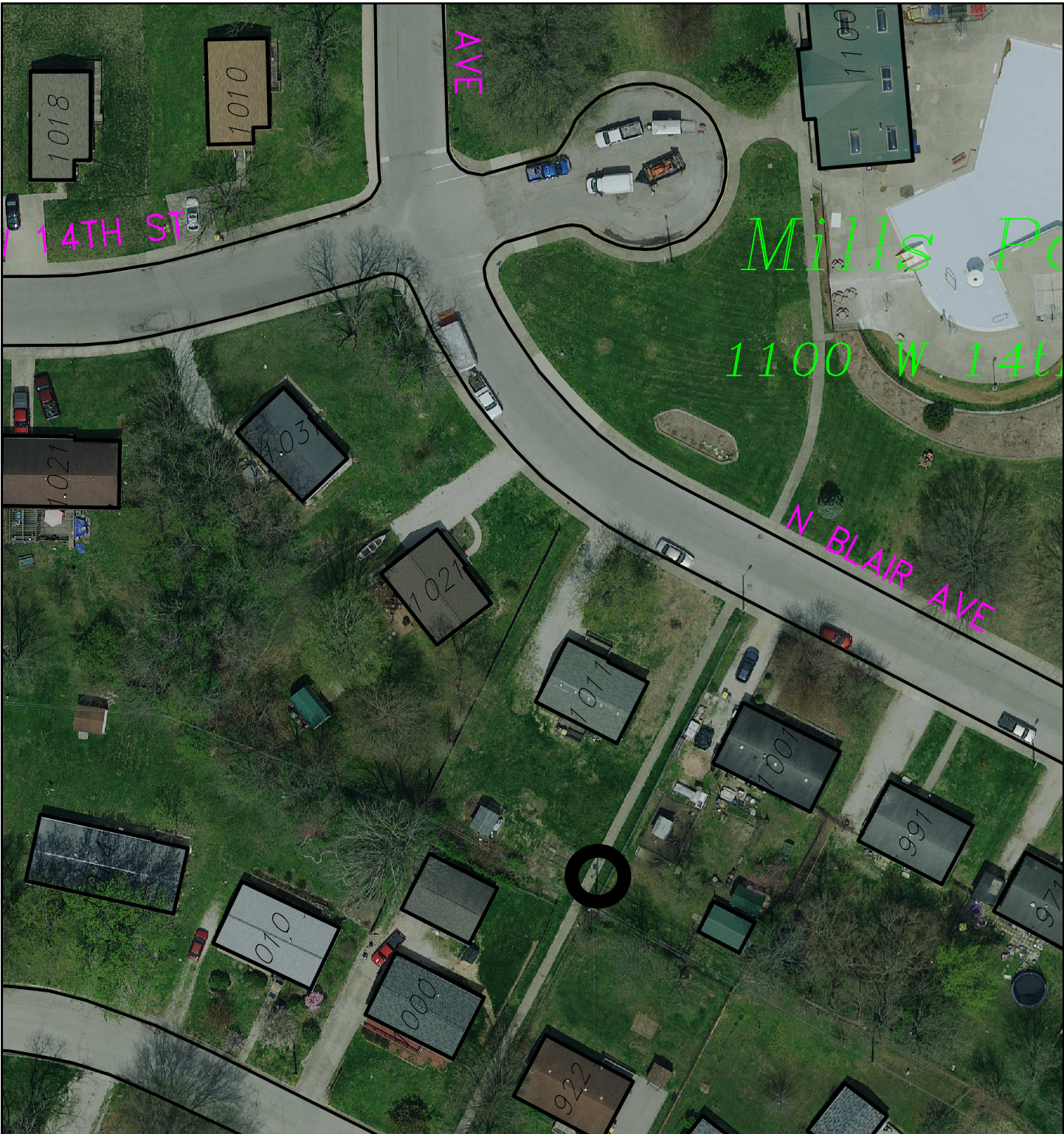
Public Works

Print/Type Name

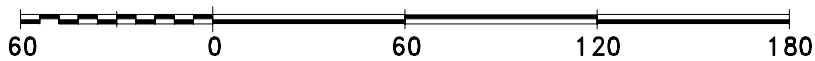
Print/Type Title

Department



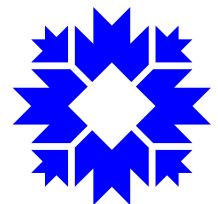


By: smithc
15 Jun 21



For reference only; map information NOT warranted.

City of Bloomington
Public Works



Scale: 1" = 60'



8/5/2021

CITY OF BLOOMINGTON
PO BOX 100
BLOOMINGTON , IN 47402-0100

Subject: North Blair Avenue Walkway

Dear Valued Customer:

Thank you for the opportunity to provide you with new outdoor lighting. Enclosed are two copies of the Outdoor Lighting Service Agreement, (the "Agreement"), along with a site drawing showing the light pole locations for your review and approval. A detailed description of the lighting equipment is shown on page 2 of the Agreement.

This Agreement also indicates the different estimated monthly payment choices available for the lighting system. These monthly costs are divided into three components (Equipment, Maintenance and Energy Usage), and are based on the estimated work order costs of the Equipment described in the Agreement, which are unique to this installation. The equipment charges will no longer be reflected on your monthly bill at the end of Initial term you choose. This will be a one-third to one-half ($1/3 - 1/2$) decrease of the total bill, depending on the type of Equipment and the wattage of the lights. The estimated Energy and the Maintenance charges will continue for as long as the Equipment is in service. Please review pages 3 & 4 of the Agreement for more detailed information regarding terms.

Options A through F represent your choices for the monthly lighting system payment amount. You may choose to pay the total lump sum amount, upfront, or spread this cost over 1, 3, 5, 7, or 10 years. The Energy and Maintenance charges will remain the same no matter which Option is chosen. Please choose the Option you prefer and write the corresponding letter in the box near the bottom of page 1 of the Agreement.

At the bottom of page 2 is a disclaimer with regard to the amount of light output. This indicates that the lights to be installed are pursuant to your request and may or may not meet minimum Illuminating Engineering Society (IES) standards.

Please sign both copies of the document, return one copy to my attention at the address noted below and retain one for your records. Please note that this proposed Agreement and the dollar amounts quoted will expire ninety (90) days from the date of this letter. If we do not receive your signed Agreement within that time period, a new agreement and proposal will be issued only at your request.

If you require revisions, or there arise unforeseen circumstances which change the original estimated cost of this installation, we will review the situation with you and, if necessary, send you a new proposal. Your signature on this Agreement is your approval for us to order the materials, process the work order and proceed with the installation.

Sincerely,

Craig Barker

Craig Barker
craig.barker@duke-energy.com

OUTDOOR LIGHTING SERVICE AGREEMENT

Agreement Information	Equipment, Energy and Maintenance			BLTILCLM0000021277		8/5/2021
	Agreement Coverage			Agreement Number		Current Date
83902673	41891373	75110	S450	V742	BLTIL	UDES
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



Duke Energy Indiana , 1000 East Main Street , Plainfield , IN 46168

Business Name		This Agreement has an Initial Term selected by Customer.
Customer Name	CITY OF BLOOMINGTON	
Service Location or Subdivision	North Blair Avenue Walkway	The Initial Term begins when Service is in operation; after expiration thereof, Service continues with annual renewals, until either party terminates with written notice to the other party.
Service Address		
Service City, State, Zip code		
Mailing Name	CITY OF BLOOMINGTON	
Mailing Business Name		
Mailing Address	PO BOX 100	
Mailing Address		
Mailing City, State, Zip code	BLOOMINGTON	IN 47402-0100

**PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 11/3/2021
 AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.**

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly Total	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED system charge total during initial term	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$649.96	\$1.43	\$1.71	1	\$3.14	\$3.14	\$3.14
Option B - 1 Year Agreement Initial Term	\$56.64	\$1.43	\$1.71	1	\$59.78	\$59.78	\$3.14
Option C - 3 Year Agreement Initial Term	\$18.14	\$1.43	\$1.71	1	\$21.28	\$21.28	\$3.14
Option D - 5 Year Agreement Initial Term	\$11.59	\$1.43	\$1.71	1	\$14.73	\$14.73	\$3.14
Option E - 7 Year Agreement Initial Term	\$8.81	\$1.43	\$1.71	1	\$11.95	\$11.95	\$3.14
Option F - 10 Year Agreement Initial Term	\$6.75	\$1.43	\$1.71	1	\$9.89	\$9.89	\$3.14

* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.
 ** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F) A DECLINE

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

	Duke Energy Representative	AND	Customer / Representative
Signature	<u><i>Craig Barker</i></u>		Signature _____
Printed Name	<u>Craig Barker</u>		Printed Name _____
Date	<u>8/5/2021</u>		Date _____

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

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

SECTION I. – EQUIPMENT AND INSTALLATION

1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.

1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.

1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

	LUMINAIRE STYLE DESCRIPTION LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
1	Roadway LED 70W Gray (RAL7038) Type III	6,261	70	0.0700	280	\$1.43	\$1.71	1	\$3.14
SECTION I - A - TOTALS							*ESTIMATED MONTHLY TOTAL COST		3.14

*Tariff riders and sales tax are not included therefore the total billing amount will be different than listed above.

B. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

Current Rate per kWh 0.073298 Rate Effective Date 7/30/2020 Estimated Annual Burn Hours 4,000

**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE			
Impact Watts = the energy used by the lamp watts plus ballast watts.			
a.	Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.	c.	Annual kWh divided by twelve (12) months equals monthly kWh.
b.	Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).	d.	Monthly kWh times current rate per kWh equals the monthly dollar amount for each item.

C. POLE TYPE AND QUANTITY UTILIZED IN THIS PROJECT* (existing and new pole installation information)

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	Existing Pole	1

* Existing poles have no pole installation charges; new pole charges are included in Luminaire details.

D. MISC. EQUIPMENT AND QUANTITY UTILIZED IN THIS PROJECT*

OTHER EQUIPMENT	
Quantity	Other Equipment Style
1	Side Mount Bracket - 18 IN - Wood Pole

1.4 LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.

Customer's Signature _____ Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.
- 2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
 - 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
 - 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 kWh for each outlet.

SECTION III – ENERGY USAGE COST CALCULATION - See Page 1

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.

- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VI – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
- 2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.
- 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 5 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 6 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
- 10 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 11 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
- 12 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 14 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 15 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.



Board of Public Works Staff Report

Project/Event: Revised Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Department of Public Works

Staff Representative: Christina Smith

Meeting Date: August 31, 2021

A revised outdoor lighting service agreement for Phase 2 of the Showers Complex Lighting LED Conversion Project resulted from a color finish change. The original agreement was approved by the Board of Public Works on October 27, 2020 with black lighting poles and fixtures. Since then, the City has elected to change the finish color to green poles and fixtures. Due to this color change, Duke Energy revised the original agreement to reflect the finish color which resulted in a deduction of costs.

Phase 2	# of Lights	Finish Color	Equipment Costs	Monthly Cost
Original Agreement	20	Black	\$123,446.73	\$141.76
Revised Agreement	20	Green	\$118,844.60	\$138.64
Deduction Amount			\$4,602.13	\$3.12

All of the above mentioned lights will be leased through Duke Energy with the City paying for the equipment, ongoing monthly energy usage and maintenance costs with Duke providing the maintenance services.

As a standard practice, the City has elected lease Option A on all of the outdoor lighting service agreements for equipment costs. The one-time lump sum for equipment costs will be paid out of encumbered 2021 & 2022 LRS funds with installation scheduled for spring of 2022. The ongoing monthly costs will be paid out of the 2022 LRS Fund within the Street Operations Division's budget.

City of Bloomington Contract and Purchase Justification Form

Vendor:

Contract Amount:

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

PURCHASE INFORMATION

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

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

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

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

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

Print/Type Name

Print/Type Title

Department



5/6/2021

CITY OF BLOOMINGTON C/O SHOWERS BLDG PARK LOT
PO BOX 100
BLOOMINGTON , IN 47402-0100

Subject: GREEN FINISH
401 NORTH MORTON ST

Dear Valued Customer:

Thank you for the opportunity to provide you with new outdoor lighting. Enclosed are two copies of the Outdoor Lighting Service Agreement, (the "Agreement"), along with a site drawing showing the light pole locations for your review and approval. A detailed description of the lighting equipment is shown on page 2 of the Agreement.

This Agreement also indicates the different estimated monthly payment choices available for the lighting system. These monthly costs are divided into three components (Equipment, Maintenance and Energy Usage), and are based on the estimated work order costs of the Equipment described in the Agreement, which are unique to this installation. The equipment charges will no longer be reflected on your monthly bill at the end of Initial term you choose. This will be a one-third to one-half ($1/3 - 1/2$) decrease of the total bill, depending on the type of Equipment and the wattage of the lights. The estimated Energy and the Maintenance charges will continue for as long as the Equipment is in service. Please review pages 3 & 4 of the Agreement for more detailed information regarding terms.

Options A through F represent your choices for the monthly lighting system payment amount. You may choose to pay the total lump sum amount, upfront, or spread this cost over 1, 3, 5, 7, or 10 years. The Energy and Maintenance charges will remain the same no matter which Option is chosen. Please choose the Option you prefer and write the corresponding letter in the box near the bottom of page 1 of the Agreement.

At the bottom of page 2 is a disclaimer with regard to the amount of light output. This indicates that the lights to be installed are pursuant to your request and may or may not meet minimum Illuminating Engineering Society (IES) standards.

Please sign both copies of the document, return one copy to my attention at the address noted below and retain one for your records. Please note that this proposed Agreement and the dollar amounts quoted will expire ninety (90) days from the date of this letter. If we do not receive your signed Agreement within that time period, a new agreement and proposal will be issued only at your request.

If you require revisions, or there arise unforeseen circumstances which change the original estimated cost of this installation, we will review the situation with you and, if necessary, send you a new proposal. Your signature on this Agreement is your approval for us to order the materials, process the work order and proceed with the installation.

Sincerely,

Craig Barker

Craig Barker
craig.barker@duke-energy.com

OUTDOOR LIGHTING SERVICE AGREEMENT

Agreement Information	Equipment, Energy and Maintenance			BLTILCLM0000020706		5/6/2021
	Agreement Coverage			Agreement Number		Current Date
4002674	36594420	75110	5450	V742	BLTIL	UDES
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



Duke Energy Indiana , 1000 East Main Street , Plainfield , IN 46168

Business Name		This Agreement has an Initial Term selected by Customer.
Customer Name	CITY OF BLOOMINGTON C/O SHOWERS BLDG PARK LOT PHASE 2	
Service Location or Subdivision	GREEN FINISH	The Initial Term begins when Service is in operation; after expiration thereof, Service continues with annual renewals, until either party terminates with written notice to the other party.
Service Address	401 NORTH MORTON ST	
Service Address		
Service City, State, Zip code		
Mailing Name	CITY OF BLOOMINGTON C/O SHOWERS BLDG PARK LOT	Notes:
Mailing Business Name		
Mailing Address	PO BOX 100	
Mailing Address		
Mailing City, State, Zip code	BLOOMINGTON IN 47402-0100	

**PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 8/4/2021
 AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.**

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimate d Monthly Total	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED system charge total during initial term	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$118,844.60	\$100.52	\$38.12	20	\$138.64	\$6.93	\$6.93
Option B - 1 Year Agreement Initial Term	\$10,356.97	\$100.52	\$38.12	20	\$10,495.60	\$524.78	\$6.93
Option C - 3 Year Agreement Initial Term	\$3,548.42	\$100.52	\$38.12	20	\$3,687.06	\$184.35	\$6.93
Option D - 5 Year Agreement Initial Term	\$2,407.55	\$100.52	\$38.12	20	\$2,546.18	\$127.31	\$6.93
Option E - 7 Year Agreement Initial Term	\$1,930.99	\$100.52	\$38.12	20	\$2,069.63	\$103.48	\$6.93
Option F - 10 Year Agreement Initial Term	\$1,585.96	\$100.52	\$38.12	20	\$1,724.60	\$86.23	\$6.93

* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.
 ** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F) A DECLINE

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

	Duke Energy Representative	AND	Customer / Representative
Signature	<u>Craig Barker</u>		Signature _____
Printed Name	<u>Craig Barker</u>		Printed Name _____
Date	<u>5/6/2021</u>		Date _____

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

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

SECTION I. – EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.
- 1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.
- 1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

14	LUMINAIRE STYLE DESCRIPTION <small>LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source</small>	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
SECTION I - A - TOTALS						*ESTIMATED MONTHLY TOTAL COST			
1	Sanibel LED 150W Green (RAL6012) Type III	12,500	150	0.1500	600	\$5.03	\$3.66	2	\$17.38
2	Sanibel LED 70W Green (RAL6012) Type III	5,508	70	0.0700	280	\$5.03	\$1.71	18	\$121.26

*Tariff riders and sales tax are not included therefore the total billing amount will be different than listed above.

B. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

Current Rate per kWh 0.073298 Rate Effective Date 7/30/2020 Estimated Annual Burn Hours 4,000

****CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE**

Impact Watts = the energy used by the lamp watts plus ballast watts.

a	Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.	c	Annual kWh divided by twelve (12) months equals monthly kWh.
b	Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).	d	Monthly kWh times current rate per kWh equals the monthly dollar amount for each item.

C. POLE TYPE AND QUANTITY UTILIZED IN THIS PROJECT* (existing and new pole installation information)

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	Style A 27 Ft Long Anchor Base Top Tenon Aluminum Green	1
2	Style A 18 Ft Long Direct Buried Top Tenon Aluminum Green	18

* Existing poles have no pole installation charges; new pole charges are included in Luminaire details.

D. MISC. EQUIPMENT AND QUANTITY UTILIZED IN THIS PROJECT*

OTHER EQUIPMENT	
Quantity	Other Equipment Style
1	MW-ANCHOR BASE-REVEAL-PREFABRICATED-STYLE A POLE-27' MOUNTING HEIGHT - CONDUIT OPPOSITE SIDE
1	Top Mount Bracket - 14 IN - Double - Green - Metal Pole
18	Top Mount Bracket - 14 IN - Single - Green - Metal Pole
1,200	UG Conductor 6 Aluminum Duplex

1.4 LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.

Customer's Signature _____ Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.
- 2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
 - 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
 - 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 kWh for each outlet.

SECTION III – ENERGY USAGE COST CALCULATION - See Page 1

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.
- 4.3

Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.

- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VI – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

- 1
 - 2 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
 - 3 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.
 - 4 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
 - 5 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
 - 6 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
 - 7 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
 - 8 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
 - 9 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
 - 10
- Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
 - 11 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
 - 12 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
 - 13 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
 - 14 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
 - 15 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
 - 16 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
 - 17 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

OUTDOOR LIGHTING SERVICE AGREEMENT

Agreement Information	Equipment, Energy and Maintenance			BLTILCLM0000017564		10/19/2020
	Agreement Coverage			Agreement Number		Current Date
4002674	36594420	75110	S450	V742	BLTIL	UDES
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



Duke Energy Indiana, 1000 East Main Street, Plainfield, IN 46168

Business Name		This Agreement has an Initial Term selected by Customer.
Customer Name	CITY OF BLOOMINGTON C/O SHOWERS BLDG PARK LOT	
Service Location or Subdivision	PHASE2 - BLACK FINISH	The Initial Term begins when Service is in operation; after expiration thereof, Service continues with annual renewals, until either party terminates with written notice to the other party.
Service Address		
Service Address		
Service City, State, Zip code		
Mailing Name	CITY OF BLOOMINGTON C/O SHOWERS BLDG PARK LOT	Notes:
Mailing Business Name		
Mailing Address	PO BOX 100	
Mailing Address		
Mailing City, State, Zip code	BLOOMINGTON IN 47402-0100	

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 1/17/2021
 AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly Total	TOTAL NUMBER OF LIGHTS In Project	*ESTIMATED system charge total during initial term	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$123,446.73	\$103.64	\$38.12	20	\$141.76	\$7.09	\$7.09
Option B - 1 Year Agreement Initial Term	\$10,758.03	\$103.64	\$38.12	20	\$10,899.79	\$544.99	\$7.09
Option C - 3 Year Agreement Initial Term	\$3,685.83	\$103.64	\$38.12	20	\$3,827.59	\$191.38	\$7.09
Option D - 5 Year Agreement Initial Term	\$2,500.78	\$103.64	\$38.12	20	\$2,642.53	\$132.13	\$7.09
Option E - 7 Year Agreement Initial Term	\$2,005.77	\$103.64	\$38.12	20	\$2,147.52	\$107.38	\$7.09
Option F - 10 Year Agreement Initial Term	\$1,647.37	\$103.64	\$38.12	20	\$1,789.13	\$89.46	\$7.09

- * Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.
- ** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F) A DECLINE

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

Duke Energy Representative
 Signature Craig Barker
 Printed Name Craig Barker
 Date 10/19/2020

AND Customer / Representative
 Signature Phillippa M. Guthrie
 Printed Name Phillippa M. Guthrie
 Date 10-15-20

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

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

SECTION I. -- EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.
- 1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.
- 1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

	LUMINAIRE STYLE DESCRIPTION <small>LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source</small>	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
1	Sanibel LED 150W Black (RAL9017) Type III	12,500	150	0.1500	600	\$5.18	\$3.66	2	\$17.69
2	Sanibel LED 70W Black (RAL9017) Type III	5,508	70	0.0700	280	\$5.18	\$1.71	18	\$124.06
SECTION I - A - TOTALS								*ESTIMATED MONTHLY TOTAL COST	141.75

*Tariff riders and sales tax are not included therefore the total billing amount will be different than listed above.

B. ENERGY USAGE -- BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

Current Rate per kWh 0.073298 Rate Effective Date 7/30/2020 Estimated Annual Burn Hours 4,000

**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE	
Impact Watts = the energy used by the lamp watts plus ballast watts.	
a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.	c. Annual kWh divided by twelve (12) months equals monthly kWh.
b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).	d. Monthly kWh times current rate per kWh equals the monthly dollar amount for each item.

C. POLE TYPE AND QUANTITY UTILIZED IN THIS PROJECT* (existing and new pole installation information)

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	Style A 27 Ft Long Anchor Base Top Tenon Aluminum Black	1
2	Style A 18 Ft Long Direct Buried Top Tenon Aluminum Black	18

* Existing poles have no pole installation charges; new pole charges are included in Luminaire details.

D. MISC. EQUIPMENT AND QUANTITY UTILIZED IN THIS PROJECT*

OTHER EQUIPMENT	
Quantity	Other Equipment Style
1	MW-ANCHOR BASE-REVEAL-PREFABRICATED-STYLE A POLE-27'; MOUNTING HEIGHT - CONDUIT OPPOSITE SIDE
1	Top Mount Bracket - 14 IN - Double - Brushed Aluminum - Metal Pole
18	Top Mount Bracket - 14 IN - Single - Black - Metal Pole
1,200	UG Conductor 6 Aluminum Duplex

1.4 LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.

Customer's Signature _____ Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire Impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.
- 2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
 - 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
 - 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 kWh for each outlet.

SECTION III – ENERGY USAGE COST CALCULATION - See Page 1

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.

- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The Initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VI – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
- 2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.
- 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 5 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 6 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
- 10 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 11 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
- 12 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 14 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 15 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.



Board of Public Works Staff Report

Project/Event:	Addendum to Cooperation Services Agreement Program Partnership with Centerstone
Petitioner/Representative:	Department of Public Works
Staff Representative:	Adam Wason, Director
Meeting Date:	August 31, 2021

The Department of Public Works (DPW) entered into a Cooperation Services Agreement Program Partnership with Centerstone. The purpose of the original agreement was to provide well maintained and clean public spaces through a program partnership which allows their clients to work for Centerstone as part of the Brighten B-Town Program.

The original agreement's do not exceed amount was \$100,000. This Addendum will increase the do not exceed amount by \$50,000. When the original do not exceed amount was determined, we underestimated the amount of work we would have for the clients of Centerstone. The do not exceed amount of the original agreement and addendum is \$150,000 for 2021.

City of Bloomington Contract and Purchase Justification Form

Vendor: Centerstone

Contract Amount: \$150,000

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

PURCHASE INFORMATION

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

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

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

	Yes	No		Yes	No
# of Submittals:			Was the lowest cost selected? (If no, please state below why it was not.)	<input type="checkbox"/>	<input type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	initial award \$100,00		
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	addendum added \$50,000		
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

The Department of Public Works (DPW) entered into a Cooperation Services Agreement Program Partnership with Centerstone. The purpose of the original agreement was to provide well maintained and clean public spaces through a program partnership which allows their clients to work for Centerstone as part of the Brighten B-Town Program.

The original agreement's do not exceed amount was \$100,000. This Addendum will increase the do not exceed amount by \$50,000. When the original do not exceed amount was determined, we underestimated the amount of work we would have for the clients of Centerstone. The do not exceed amount of the original agreement and addendum is \$150,000 for 2021.

Adam Wason

Print/Type Name

Director

Print/Type Title

Department of Public Works

Department

ADDENDUM TO COOPERATIVE SERVICES AGREEMENT

**Between the
CITY OF BLOOMINGTON
And
CENTERSTONE**

This Addendum increases the not to exceed amount which will allow Centerstone to continue to perform its employment program to support the Brighten T-Town maintenance and beautification efforts Citywide, until December 31, 2021, as follows:

1. On October 27, 2020, the Board of Public Works approved the Cooperative Services Agreement with Centerstone.
2. **Section E. 1. Terms Mutually Agreed to by the Parties to this Agreement** contains a not to exceed cost of \$100,000.00. This Addendum will raise the not to exceed of the entire contract by adding an additional \$50,000.00. The total compensation paid under this Service Agreement shall not exceed \$150,000.00.
3. In all other respects, the Agreement shall remain in effect as originally written.

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

CITY OF BLOOMINGTON

CENTERSTONE

By: _____

Dana Henke, President
Board of Public Works

By: _____

Suzanne Koesel, Regional CEO
Name and Title

Date: _____

Date: _____

By: _____

Adam Wason, Director
Public Works Department

Date: _____

By: _____

Philippa M. Guthrie, Corporation Counsel

Date: _____

**CITY OF BLOOMINGTON
COOPERATION SERVICES AGREEMENT
PROGRAM PARTNERSHIP WITH CENTERSTONE**

Partner(s):

This Agreement is made and entered into by and between the City of Bloomington Public Works Department ("COB - DPW") and Centerstone. ("CS").

WHEREAS, COB - DPW and CS ("the Parties") desire to cooperate as part of an employment program to support the Brighten B-Town maintenance and beautification efforts Citywide, and

WHEREAS, CS is qualified to perform such services for COB - DPW; and

WHEREAS, COB - DPW is authorized to plan and develop partnerships and contractual arrangements with non-city organizations to ensure delivery of services.

NOW, THEREFORE, the Parties do mutually agree as follows:

A. Purpose of Agreement:

The purpose of this Agreement is to outline a program partnership, which will provide an opportunity for CS clients to work for CS as part of the Brighten B-Town by combining available resources from each Party to the Agreement.

B. Duration of Agreement:

This Agreement shall be in effect from the date of signing until December 31, 2021 unless terminated earlier as provided under Section G.

C. City of Bloomington Public Works Department:

1. The goal of COB - DPW is to provide well maintained and clean public spaces.
2. COB - DPW agrees to:
 - a) Define the work areas in the public rights-of-way to be cleaned and maintained under this program which may include: curb painting; vegetation and debris removal; snow removal; general maintenance; cleaning; and other efforts as part of the Brighten B-Town program administered by the Facilities Division of the Public Works Department;
 - b) COB - DPW shall, under the coordination of the Public Works Director, the Facilities and Operations Manager, the Special Projects and Operations Manager, and the Downtown Specialist COB - DPW coordinate the weekly work plans with CS to be completed during work hours of 9:00 a.m. - 2:00 p.m. Monday - Friday from October 28, 2020

through December 31, 2021;

- c) Provide on-site training for the CS Brighten B-Town team members on work zone safety, maintenance duties and expectations;
- d) Provide maintenance equipment and supplies necessary to maintain the designated rights-of way;
- e) Provide personal protection equipment for the CS Brighten B-Town team members; and
- f) Pay CS invoiced amounts for labor costs of the COB-DPW and CS Brighten B-Town partnership. Payment shall not to exceed the rate of \$13.21 per hour, plus FICA for CS Brighten B-Town team members.

D. CENTERSTONE Agrees to:

- 1. The goal of Centerstone is to conduct an employment placement program for CS Brighten B-Town.
- 2. CS agrees to:
 - a) Conduct hiring interviews, hire, pay, and assume liability/risk coverage for maintenance crews;
 - b) Provide the following number of employees for the COB - DPW and CS Brighten B-Town partnership:
 - o Up to ten (10) employees Monday through Friday from 7:30 a.m. - 2:30 p.m. to complete cleaning and maintenance tasks as described above;
 - c) Invoice COB - DPW monthly for labor costs, plus FICA depending on the positions filled and hours worked, at the rate of \$13.21 per hour for the remainder of calendar year 2020, and at the rate of \$13.29 per hour for calendar year 2021;
 - d) Provide transportation each day to the agreed upon work sites that are part of the weekly work plans;
 - e) Provide a Supervisor to transport and supervise crew on site;
 - f) Have substitute workers available to fill in or permanently take a spot on the crew;
 - g) Address behavioral issues that come up at sites;
 - h) Complete maintenance log daily per site; and
 - i) Communicate with designed COB - DPW staff on issues, progress, and supply needs.

E. Terms Mutually Agreed To By the Parties to this Agreement:

- 1. The intent of this Agreement is to document a mutually beneficial partnership between CS and COB - DPW in an amount not to exceed \$100,000;
- 2. The staff and personnel involved in this Agreement will at all times represent the Parties to this Agreement in a professional manner and reflect the commitment of

the Parties to quality services and customer satisfaction;

3. CS shall maintain comprehensive general liability insurance, with a minimum combined single limit of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate. The policy shall name the City of Bloomington Public Works Department as an additional insured, and CS shall provide COB - DPW with a certificate of insurance prior to the commencement of operations under this Agreement. CS and its insurer shall notify COB - DPW within ten (10) days of any insurance cancellation;
4. The commitment of personnel, facilities, supplies and payments will be honored according to the timetable agreed upon by the Parties;
5. CS is recognized as having the expertise and experience to hire and supervise the Brighten B-Town work crews safely and effectively. COB - DPW shall have the right to review risk management, agreement terms, and service quality issues;
6. Municipal Code sections 6.12.020 and 14.36.090, respectively, prohibit smoking and vaping inside city facilities and the consumption of alcoholic beverages on City property;
7. Pursuant to Indiana code sections 35-47-11.1-2 and -3, the City is prohibited from enforcing a firearms policy in public parks and City facilities as of July 1, 2011. However, per Indiana Code section 35-47-11.1-4(10), CS may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned, and the City is hereby authorized to enforce said policy for purposes of this Agreement. If CS implements such a policy, it shall provide a copy of the policy to the City, which shall be attached to this Agreement and incorporated herein by reference;
8. The Parties shall evaluate this Agreement and the services provided hereunder during the month of December 2021; and

9. CS shall release, hold harmless, and indemnify the City of Bloomington, its Public Works Department, and its officers, employees, agents, and assigns (Releasees) from any and all claims which may arise as a result of CS's activities under this Agreement. This includes claims for personal injury, property damage, or any other type of claim which might be brought against Releasees or CS, or its employees, agents or patrons, by any third party, even if caused by the negligence of Releasees.

F. Notice:

1. Notice regarding any significant concerns or issues of non-compliance shall be provided to those contacts as follows:

Centerstone	COB - DPW
Greg May	Adam Wason
645 S. Rogers St.	401 N. Morton Street
Bloomington, IN 47403	Bloomington, IN 47404
(812)337-2237	(812) 349-3410

2. Representatives for the day-to-day operational implementation of this

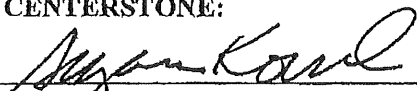
Agreement are:	Centerstone	COB - DPW
	Greg May	J. D. Boruff, Facilities
	645 S. Rogers St.	812 325-2592
	Bloomington, IN 47403	
	(812) 337-2237	

G. Termination

This Agreement may be terminated only upon the mutual written agreement of the Parties.

Signed and Agreed to this _____ day of _____, 2020.

CENTERSTONE:



Suzanne Koesel, CEO

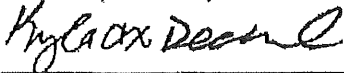
10/29/2020
Date

CITY OF BLOOMINGTON:



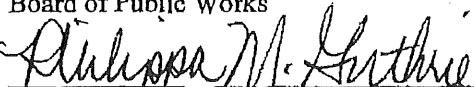
Adam Wason, Director, COB - DPW

10/28/2020
Date



Kyla Cox Deckard, President,
Board of Public Works

10/28/2020
Date



Philippa M. Guthrie, Corporate Counsel

10-28-20
Date



Board of Public Works Staff Report

Project/Event: 40 Days for Life Rally

Petitioner/Representative: Dale Siefker

Staff Representative: April Rosenberger

Meeting Date: August 31, 2021

Event Date: September 7, 2021

Dale Siefker wishes to hold a 40 Days Prayer for Life Rally on Tuesday, September 7, 2021 from 6:30 p.m. to 7:30 p.m. Mr. Siefker and his group wish to hold a rally in front of 421 S. College Avenue within the public right of way and utilize amplified sound.



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

Contact April Rosenberger with any questions: (812) 349-3410 or april.rosenberger@bloomington.in.gov

Event and Noise Information

Name of Event:	40 Days for Life Rally		
Location of Event:	421 S College Avenue		
Date of Event:	9-7-21	Time of Event:	Start: 6:30 pm
Calendar Day of Week:	Tuesday		End: 7:30 pm
Description of Event:	We will be praying in the public right of way. We will have a microphone and speakers to lead prayers.		
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:	Dale Siefker		
Organization:	N/A	Title:	N/A
Physical Address:	8028 W. St. Rd. 48, Bloomington, In. 47404		
Email Address:	daleearl.siefker@gmail.com	Phone Number:	812 278 1017
Signature:		Date:	8-24-21

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Dana Henke, President

Beth H. Hollingsworth, Vice-President

Date

Kyla Cox Deckard, Secretary



Board of Public Works Staff Report

Project/Event: Walk to End Alzheimer's

Petitioner/Representative: Kyle Davern, Alzheimer's Association

Staff Representative: April Rosenberger

Meeting Date: August 31, 2021

Event Date: Sunday, September 12, 2021

The Walk to End Alzheimer's will be held on Sunday, September 07, 2021 from 10:30 am until 3:00 p.m. so that the Alzheimer's Association can host their annual Walk to End Alzheimer's. The organization has been granted permission by Parks & Recreation to use Switchyard Park for their walk.



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

Contact April Rosenberger with any questions: (812) 349-3410 or april.rosenberger@bloomington.in.gov

Event and Noise Information

Name of Event:	Bloomington Walk to End Alzheimer's		
Location of Event:	Switchyard Park		
Date of Event:	9/12/2021	Time of Event:	Start: 10:30
Calendar Day of Week:	Sunday		End: 3:00
Description of Event:	Held annually in more than 600 communities nationwide, the Alzheimer's Association Walk to End Alzheimer's® is the world's largest fundraiser for Alzheimer's care, support and research. This inspiring event calls on participants of all ages and abilities to join the fight against the disease.		
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit: Alzheimer's Association	

Applicant Information

Name:	Kyle Davern		
Organization:	Alzheimer's Association	Title:	Manger, Walk to End Alzheimer's
Physical Address:	50 E 91 st street, Suite 100		
Email Address:	kdavern@alz.org	Phone Number:	317-587-2238
Signature:	<i>Kyle Davern</i>	Date:	8/26/2021

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS	
_____	_____
Dana Henke, President	Beth H. Hollingsworth, Vice-President
_____	_____
Date	Kyla Cox Deckard, Secretary



Mailing Address
Administrative Offices
401 N. Morton St. Suite 250
PO Box 848
Bloomington, IN 47402
Phone: (812) 349-3700
Fax: (812) 349-3705
parks@bloomington.in.gov
www.bloomington.in.gov/parks

Allison-Jukebox
Community Center
351 South Washington Street
Bloomington, IN 47401
(812) 349-3731

Banneker Community Center
930 West 7th Street
Bloomington, IN 47402
(812) 349-3735

Cascades Golf Course
3550 North Kinser Pike
Bloomington, IN 47402
(812) 349-3764

Frank Southern Ice Arena
1965 South Henderson Street
Bloomington, IN 47401
(812) 349-3740

Switchyard Park
1601 S. Rogers St.
Bloomington, IN 47403
812-349-3400

Twin Lakes Recreation Center
1700 West Bloomfield Road
Bloomington, IN 47403
(812) 349-3720

Inclusive Recreation
(812) 349-3747

**Maintenance, Landscaping
& Cemetery Operations**
(812) 349-3498

Urban Forestry
(812) 349-3716

Date: March 31, 2021

Dear Kyle:

We are pleased to inform you, the request for a Special Event Permit has been approved for the following event/dates/times/location:

Event: Walk to End Alzheimer's - Bloomington

Date(s): Sunday, September 12, 2021

Time: 10:30 a.m. - 4:00 p.m. (includes time for setup and dismantle)

Location: Switchyard Park (Amphitheater area and restroom accessibility)

Special Notes:

Payment and Certificate of Insurance should be received in this office by August 30, 2021.

Contact Christina Smith, Public Works regarding Noise permit.

Verification that Monroe County Health Department has seen COVID-19 safety plan. Monroe County Health Department guidelines including limit to number of people allowed at event must be followed. Event risks cancellation during event if guidelines are not followed.

As of March 23, 2021 MCHD Guidelines only allow for 50 people per event (at the same time, not total). Check back with Hsiung Marler for updates or go to MCHD website. Please be aware the situation regarding COVID may change in the future. This may change the determination to allow the event, or requiring new safety/health precautions

Directional, Marketing, COVID Guideline signage only allowed on the day of the event. Organizer may use yard signs to indicate route.

Organizer must bring own tables and chairs.

Bloomington Parks and Recreation Department (BPRD) will allow vehicle to be brought into the park for loading and unloading purposes. Radio vehicle will be allowed on pavers/or side of stage. Vehicles must enter from Walnut lot, over bridge. Vehicles must be led into location by pedestrian volunteer to ensure vehicle does not hit bridge or other pedestrians, or stray off trail into landscaping.

BPRD will open single use bathroom behind stage for staff and emergencies. Public bathrooms are available at the Spray Pad.

Attached is an invoice for the event permit. Payment must be received prior to the event. Please adhere to the Bloomington Parks and Receptions special use guidelines when conducting your event.

Please feel free to contact Hsiung Marler 812.349.3961 or via email marlerh@bloomington.in.gov should you have any questions regarding your event.

Sincerely,

A handwritten signature in cursive script that reads "Kim Clapp".

Kim Clapp
Office Manager

Encl. Permit Packet and invoice

Cc: Parks Operations
Switchyard Park General Manager
Bloomington Police Department



2020 PARK SPECIAL USE EVENT PERMIT APPLICATION

Date of Application: _____

Date of Proposed Event: _____

Description of Event: _____

APPLICATIONS MUST BE COMPLETE AND INCLUDE THE FOLLOWING

- Application for Rental Agreement
- Event Site Plan
- Application Fee \$25/non-refundable
- Event Agenda/List of Activities

Note:

- Park and trail operating hours are 5am to 11pm.
- Permit applications must be submitted to the Department at least **six weeks prior** to event
- An application for Special Use shall not become a permit until it has been approved and signed by the Department.
- An application for Special Use shall not become a permit until it has been approved and signed by the Department. Application approval will not be finalized without submittal of an application, certificate of insurance and payment of all fees/charges/deposits.

Applicant Information

Contact Name: _____

Contact Phone: _____ Mobile Phone: _____

Title/Position: _____

Organization: _____

Address: _____

City, State, Zip: _____

Contact Email Address: _____

Organization Email and URL: _____

Organization Phone Number: _____

Event Information

Name of Event: _____

Type of Organization:

- Governmental
 - Non-Profit Tax ID# _____
 - Private User
- Type of Event:
- Concert
 - Cultural
 - Reunion
 - Entertainment
 - Fundraiser
 - Parade
 - Sports
 - Walk/ Run
 - Festival
 - Public Info
 - Other _____



2020 PARK SPECIAL USE EVENT PERMIT APPLICATION

NOTE: All Events: A map detailing placement of event (site map) will be required for all events. GIS maps are available on line at <http://bloomington.in.gov/maps/>. A copy of your proposed route must be attached to this application. If you are requesting that any public street be partially closed/blocked off, contact the City of Bloomington Economic and Sustainable Development Department 812-349-3700.

1. Is this event open to the public? Yes No

2. Event Description: _____

3. Requested date(s) and time(s) for event:

Event Activity	Setup Date/Time	Event Starting Date/Time	Event Ending Date/Time	Dismantle Complete Date/Time

4. Is there a designated date for inclement weather? (rain date) Yes No

If yes, date _____

5. Total number of anticipated participants (i.e. volunteers, spectators, participants, etc.):

Total: _____ Peak Attendance: _____ at time: _____

6. Requested Event Location: Park Name _____

7. Facilities in Park (e.g. shelter, park, grounds, etc.) _____

If event is on park grounds or more than one facility is being used, please provide map showing parking, activity venues, first aid, etc.

8. How do you plan to publicize this proposed event? _____

If available, please attach a copy of the proposed publicity plan or flyer. Please list event website if available.

NOTE: DO NOT PRINT FOR PUBLICATION UNTIL YOUR EVENT IS APPROVED BY CITY OF BLOOMINGTON PARKS AND RECREATION.

9. Will any signs, banners or flyers be hung or posted? Yes No

If yes, describe the proposed locations of the banners, etc. _____

NOTE: Due to city ordinances regarding signage, additional permission may be required to hang banners/signs in advance of the event. Contact the City of Bloomington Planning Department at 812-349-3423.



2020 PARK SPECIAL USE EVENT PERMIT APPLICATION

10. Do you plan to erect temporary structures such as tents, booths, tables, etc. for this event?

Yes No

a. If yes, describe the proposed locations of the banners, etc.

Item	Size	Quantity

NOTE: Tents may not be staked without prior approval. All components of vendor display, including tents, umbrellas and signs, must be properly secured on all sides.

b. If contracting with a company that will be providing any of the above, list information below:

Company Name: _____ Contact Person: _____
 Address: _____ Telephone Number: _____

Company Name: _____ Contact Person: _____
 Address: _____ Telephone Number: _____

11. Does your event require an Indiana Department of Homeland Security Amusement & Entertainment Permit? Yes No

NOTE: It is your responsibility to contact the Department of Homeland Security to see if your event requires an Amusement and Entertainment Permit and an inspection. The Department of Homeland Security can be reached at (317) 232-2222 or online at <https://www.in.gov/dhs/2795.htm>.

12. Please list accommodations you are providing for persons with special needs: (parking, transportation, accessibility) _____

13. Will donations/contributions be accepted during this event? Yes No

a. If yes, please explain how these donations will be generated or collected.

14. Will there be an admission charge to attend/participate? Yes No

a. If yes, Type Fee(s): _____ Fee Amount: _____



2020 PARK SPECIAL USE EVENT PERMIT APPLICATION

15. Do you plan to sell, distribute or give away refreshments and/or merchandise (i.e. food, beverage, T-shirts, CD's, Art, etc.)? Yes No
- a. If yes, List Type and Number of Booths:

Type	Quantity

NOTE: Bloomington Parks and Recreation will charge a \$25.00- \$35.00 vending fee for each vendor/booth selling food/merchandise and/or any admissions charges or monies collected while on park property.

NOTE: A temporary Food permit must be obtained from the Monroe County Health Department if you are planning to sell food (i.e. hot dogs, nachos, candy, etc.). Any non-profit organization must show proof of non-profit status when applying for permit. For more information, contact the Monroe County Health Department at 812-349-2543. A toilet and hand washing station must be provided (portable or in facility) for anyone preparing/selling food.

16. Do you plan to sell or distribute alcohol? Yes No
- a. If yes, explain: _____

NOTE: Alcohol sales in City-owned parks, trails, and spaces require the approval of the Board or Parks Commissioners and the Director of Parks and Recreation. Please see the "2020 Guidelines for Requesting/Approval of Alcohol Sales with an Approved Event Permit.

17. Will there be displays, literature, or other types of solicitation? Yes No
18. Are you providing additional portable toilets for your event? Yes No
- a. If yes, how many? _____ Location (show on map): _____

NOTE: The City of Bloomington Parks and Recreation Department requires you to have 1 (one) rest room facility for every 500 participants. If number needed exceeds what park has available, it will be the organization's/event organizer/s responsibility to acquire the necessary number. Proof of payment will be required with application.

- b. Do you request restrooms access at the Allison-Jukebox Community Center? Yes No

NOTE: There is a minimum charge of \$35/hr to open the Allison-Jukebox for restroom use. For other uses of the Alison Jukebox Community Center additional fees apply.

- c. Do you request restrooms access at the Switchyard Park Pavilion? Yes No

NOTE: There is a minimum charge of \$35/hr to open the Switchyard Park Pavilion for restroom use. For other uses of the Switchyard Park Pavilion additional fees apply.



2020 PARK SPECIAL USE EVENT PERMIT APPLICATION

19. Please describe how you plan to remove trash from the event site:

Person Responsible: _____

Contact Number: _____ Relationship to Organization: _____

Security/Safety:

20. What are you plans for severe weather?

21. Do you have a scheduled rain date or location? Yes No

a. If yes, please list: _____

22. Who will be the on-site person responsible for making weather/emergency decisions?

In the event of an emergency at your event, please notify Bloomington Parks and Recreation 812-349-3742 or marlerh@bloomington.in.gov within 24 hours of the emergency.

Contact Person: _____ Contact Phone Number: _____

23. What are your plans for providing security, traffic and/or crowd control:

Contact Person: _____ Contact Phone Number: _____

24. What are your parking plans? Overflow Parking?

25. What are your plans for providing emergency/medical services?

Event Entertainment:

26. Do you plan on providing musical entertainment for this event? Yes No

a. If yes, describe: _____

27. Will any type of sound amplifying equipment or devices be used in conjunction with this event? Yes No

a. If yes, describe:

Table with 2 columns: Type, Quantity

b. If musical entertainment is used, please list contact information for sound technicians:

Contact Person: _____

Company Name: _____ Contact Phone Number: _____



2020 PARK SPECIAL USE EVENT PERMIT APPLICATION

NOTE: The sponsoring organization’s Event Coordinator must comply with all City of Bloomington’s Ordinances regarding acceptable noise levels. (Please refer to the City’s Noise Ordinance, Title 14, Chapter 14.09 of the City of Bloomington Municipal Code.) It is the event organizer’s/applicant’s responsibility to be in compliance with all federal and state copyright laws.

- 28. Do you plan to provide other entertainment for this event? [] Yes [] No
a. If yes, attach planned program: _____
29. Events with animals require additional considerations and Animal Control approval. Are you planning to pursue permission for animals at your event? [] Yes [] No
30. Are you providing a generator as a power source? [] Yes [] No
31. Electrical Needs: _____
32. Do you plan on grilling? [] Yes [] No

NOTE: Grilling in parks is only allowed where grills have been permanently installed by the Parks Department. Personal grills of any kind are not permitted. The dumping of hot coals or grease on Park property is not allowed. If either is found after an event, the amount for cleaning and removal plus labor will be retained from the damage deposit. Fire-pits are not allowed.

- 33. Are there any special provisions pertaining to your event that have not been addressed on this application? [] Yes [] No
a. If yes, please list: _____

By signing and submitting this application, the permit applicant agrees to abide by the rules and regulations of the Department of Parks and Recreation including, but not limited to, the conditions as stated on this application and the City of Bloomington Parks and Recreation Department Rental Agreement.

Please Read Carefully:

I, a duly authorized representative of the applicant, hereby affirm that the submitted information is true and correct to the best of my knowledge. As such, I have been authorized by the applicant to apply for this permit and have read, understand and agree to comply with all rules concerning the use of a Bloomington Parks and Recreation park. The applicant agrees that while renting the park, the applicant will not exclude anyone from participation in, deny anyone benefits of, or otherwise subject anyone to discrimination because of that person’s race, color, sex, religion, creed, sexual orientation, national origin or ancestry, age or handicap. Under this Special Event



2020 PARK SPECIAL USE EVENT PERMIT APPLICATION

Permit, the applicant assumes all responsibility for proper conduct in the park as outlined above, including assuring there is no consumption of alcoholic beverages.

I _____, on behalf of the permit applicant, shall agree to release, hold harmless, and forever indemnify the City of Bloomington, its employees, officers, and agents from any and all claims or causes of action that may arise from the activities described herein. This includes claims for personal injury, property damage, and/or any other types of claim which may arise from these activities, whether such claims may be brought by the permit applicant or any of its agents, or by any third party.

I have read this release and understand all of its terms. I agree with its terms and sign it voluntarily.

Signature

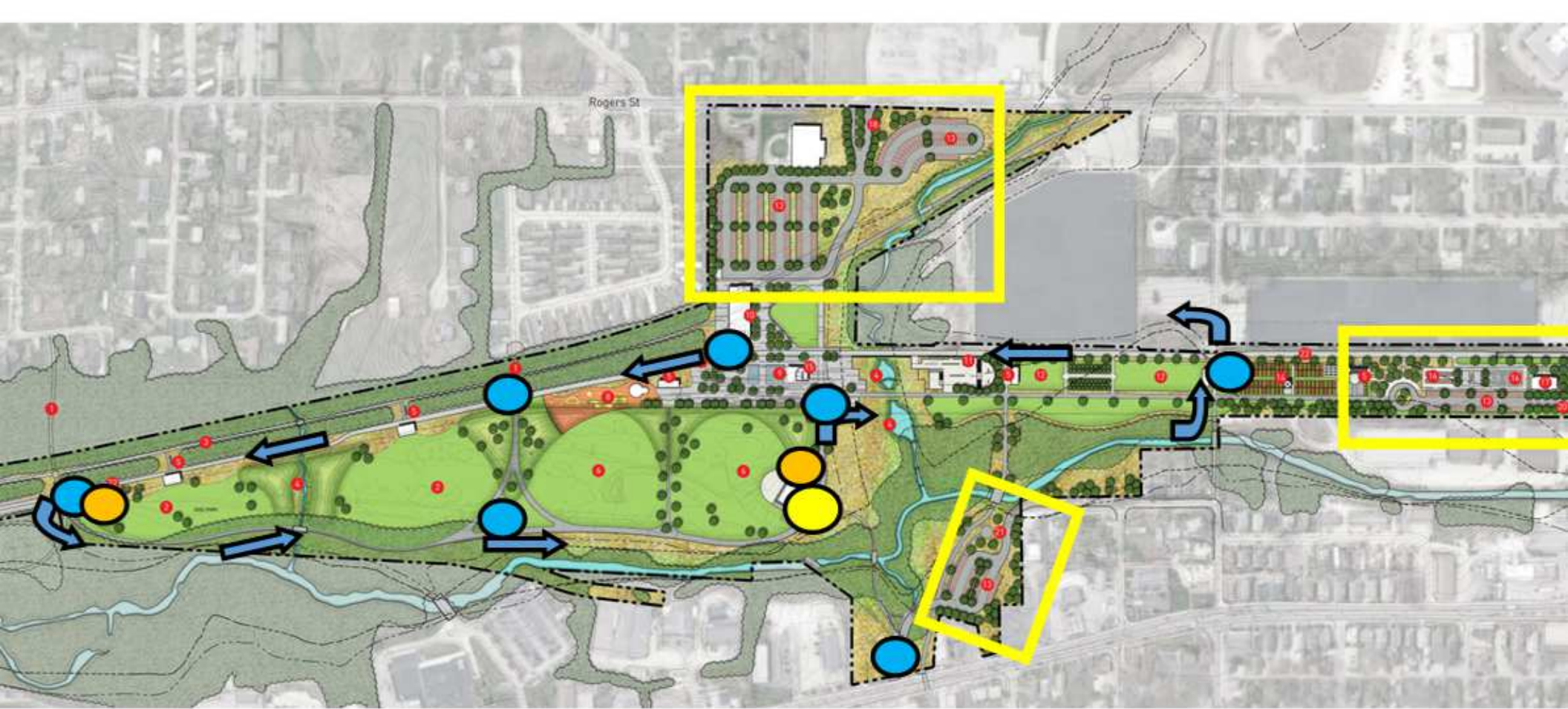
Date

Due with Application

Application Fee: \$25/non-refundable

\$ _____

- 2021 Walk to End Alzheimer's Bloomington Agenda
 - 10:30-Setup
 - Committee Arrives
 - Begin Setup for event
 - 11:30-Sponsors setup begins
 - 12:30-Registration opens
 - 1:40-2:00-Opening Ceremony Begins
 - 2:00-3:00-Walk
 - During this time, some teardown will begin
 - 2:00-4:00
 - Teardown
 - Donation handling



Registration/Opening
Ceremony START/FINISH



Route Signs/Volunteer
Route Monitors



Water Station



Parking Options
Handicap Accessible Parking off Walnut
(Overflow-Shuttle from offsite location)

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
8/27/2021	Payroll				473,553.27
					<u>473,553.27</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 \$ 473,553.27

Dated this 31st day of August year of 2021.

Dana Henke President Beth H. Hollingsworth Vice President Kyla Cox Deckard Secretary

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Officer _____



Board of Public Works Staff Report

Project/Event: Approve Addendum to Construction Inspection Contract with Shrewsberry & Associates LLC for Discovery Parkway Project

Petitioner/Representative: Engineering Department

Staff Representative: Neil Kopper, Senior Project Engineer

Date: 8/31/2021

Report: This project includes multiuse path installation on the north side of Discovery Parkway, street resurfacing and spot full depth pavement repairs, and median island curb replacement to improve emergency vehicle access. The City is currently under contract with Shrewsberry & Associates LLC for construction inspection services. This contract amendment changes the Key Personnel listed in Exhibit D and specifies the hourly rate for the new personnel. The total contract amount for these services remains unchanged at a not-to-exceed amount of \$89,989.25.

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	N/A	--
Design Services Contract	Under Contract	7/7/2020
ROW Services Contract	N/A	--
Public Need Resolution	N/A	--
Construction Inspection Contract	Current Item	8/31/2021
Construction Contract	Awarded	3/16/2021

*Original inspection contract approved 3/16/2021.

**ADDENDUM TO AGREEMENT FOR CONSULTING SERVICES
FOR THE E. DISCOVERY PARKWAY PROJECT
WITH SHREWSBERRY & ASSOCIATES, LLC**

This Addendum supplements the Agreement for Consulting Services with Shrewsberry & Associates, LLC (“Agreement”) for the E. Discovery Parkway Project which was entered into on March 16, 2021, as follows:

1. **See Exhibit B Compensation**: Exhibit B is hereby amended to remove the hourly pay rate “Inspector 2: \$91.55” and insert the hourly pay rate “Engineer 2: \$117.33.” This amendment shall not change the total estimated cost of E. Discovery Parkway.

2. **See Exhibit D Key Personnel**: Exhibit D is hereby amended to remove key team member “Inspector 2 Erving Williams” and insert key team member “Engineer 2 Andis Berzins.”

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

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

OWNER

Dana Henke
President, Board of Public Works

Beth H. Hollingsworth
Vice President, Board of Public Works

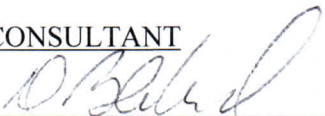
Kyla Cox Deckard
Secretary, Board of Public Works

Date: _____

Philippa M. Guthrie
Corporation Counsel

Date: _____

CONSULTANT



D. Blake Wilson, LPG
Principal

Date: 8/16/21

ORIGINAL AGREEMENT

PROJECT NAME: E. Discovery Parkway

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this 16th day of March, 2021, by and between the City of Bloomington Engineering Department through the Board of Public Works (hereinafter referred to as "Board"), and Shrewsberry & Associates, LLC, (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to replace curb, repair failing pavement and resurface the road on E. Discovery Parkway in Bloomington, Indiana; and

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks described in Exhibit A, which shall be hereinafter referred to as "the Services"; and

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

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

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

Article 1. Scope of Services: Consultant shall provide construction inspection services. The tasks associated with this work, and assumptions that are applicable to those tasks, are set forth in Exhibit A, Scope of Work and Fee Estimate. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

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

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

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

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

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

A. Information/Reports

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

B. Representative

The Board hereby designates Patrick Dierkes, Project Engineer, Department of Engineering (“Dierkes”), to serve as the Board’s representative for the project. Dierkes shall have the authority to transmit instructions, receive information, interpret and define the Board’s requirements and make decisions with respect to the Services.

C. Decisions

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

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B – Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. For the portion of the project identified as E. Discovery Parkway project, the total compensation paid, including fees and expenses, shall not exceed the amount of **Eighty-nine Thousand, Nine Hundred Eighty-nine Dollars and Twenty-five Cents (\$89,989.25)**. These sums include salaries, payroll taxes and insurance, employee fringe

benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

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

1. Timing and Format for Billing:

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

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

2. Billing Records:

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

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

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

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

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

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

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

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

Article 10. Reuse of Documents: All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Board or others on modifications or extensions of this project or on any other project. The Board may elect to reuse such documents; however, any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at the Board's sole risk and without liability or legal exposure to the Consultant. The Board shall indemnify and hold harmless the Consultant against all judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the Board and the Consultant.

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

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

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

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

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

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

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

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

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

Article 17. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or

provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

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

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

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

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

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

Article 22. Compliance with Laws: In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project

are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

Board:

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

Consultant:

Shrewsberry & Associates, LLC
Attn: D. Blake Wilson, LPG
7321 Shadeland Station, Suite 160
Indianapolis, IN 46256

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

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

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

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

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

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

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

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

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

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

Owner

City of Bloomington
Board of Public Works

By: Dana Palazzo
Dana Palazzo, President

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

By: Kyla Cox Deckard
Kyla Cox Deckard, Secretary

By: Philippa M. Guthrie
Philippa M. Guthrie, Corporation Counsel

Consultant

Shrewsbury & Associates, LLC

D. Blake Wilson
D. Blake Wilson, LPG
Principal

Digitally signed by D. Blake Wilson
DN: cn=D. Blake Wilson, o, ou,
email=bwilson@shrewsusa.com, c=US
Date: 2021.03.11 10:26:06 -05'00'

EXHIBIT A
SCOPE OF WORK AND FEE ESTIMATE

Provided as separate spreadsheet.

EXHIBIT "A"

SERVICES BY CONSTRUCTION INSPECTOR

A. Construction Inspector Personnel

For the fulfillment of all services outlined in Section B below, the CONSTRUCTION INSPECTOR shall provide one (1) full time Resident Project Representative, inspectors, clerical and secretarial personnel as required for a period of time necessary to complete the construction project and final construction report.

The qualifications and experiences of personnel provided by the CONSTRUCTION INSPECTOR are subject to approval by the OWNER and no personnel will be assigned to the project until the OWNER's approval is obtained.

The full time Resident Project Representative shall report to the OWNER on all matters concerning contract compliance and administration.

The full time Resident Project Representative shall coordinate project activities with the OWNER'S Project Manager.

The full time Resident Project Representative/Inspectors shall have a mobile cellular telephone with them at all time and shall make the telephone number available to the Contractor's Superintendent/Foreman and the Town's Project Manager to respond to questions concerning their assignments

B. Description of Services

CONSTRUCTION INSPECTOR shall:

1. Construction Schedule: Review and monitor the construction schedules prepared by the Contractor for contract compliance and provide detailed documentation and recommendations to the OWNER concerning the schedule's acceptability.
2. Conferences: Schedule, conduct, notify participants, and provide minutes of pre-construction meetings, partnering meetings, progress meetings and such other job conferences as required for the timely and acceptable conduct of the job. Attend Public Information Meetings conducted by the City of Bloomington.

The CONSTRUCTION INSPECTOR shall be available for conferences as requested by the OWNER to review working details of the project. The OWNER may review and inspect the activities whenever desired during the life of the

agreement.

3. Liaison: Serve as the OWNER'S liaison with the Contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. The full time Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to monitor the Contractor to insure that all provisions therein are in compliance. Any deviation observed shall be addressed to the Contractor by the Resident Project Representative. Recommendations to obtain compliance also shall be reported to the OWNER.
4. Cooperation: Cooperate with the OWNER in dealing with various Federal, State and Local Agencies having jurisdiction over the project.
5. Suppliers/Subcontractors: Obtain from the Contractor a list of its proposed suppliers and subcontractors.
6. Information: Obtain from the Contractor additional details or information when needed at the job site for proper execution of the work.
7. Certification- of Materials: Check for completeness of certifications of materials delivered to the site.
8. Shop Drawings:
 - a. ~~Receive shop drawings and falsework drawings. Check falsework drawings for completeness and obtain structural engineer's approval of the proposed design. Forward shop drawings to the design consultant for review and approval.~~

The shop drawings of signing, lighting and traffic signal items, if the project is on a State Route, shall be forwarded to INDOT for approval.
 - b. ~~Review the approved shop falsework drawings, specifications and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents.~~
 - c. ~~Alert the Contractor's field superintendent when it is observed that materials or equipment are being or are about to be used or installed before approval of shop drawings or samples, where such are required, and advise the OWNER when it is necessary to disapprove work as failing to conform to the Contract Documents.~~

9. Review of Work, Inspection and Tests:
 - a. Conduct on-site inspections for the OWNER, of the work in progress, as a basis for determining that the project is proceeding in accordance with the Contract Documents.
 - b. Accompany visiting inspectors, representing Local, State or Federal Agencies having jurisdiction over the project, and report details of such inspections to the OWNER.
 - c. Verify that the required QUALITY CONTROL SAMPLING AND TESTING has been accomplished and materials certification has been provided by the Contractor.
 - d. Review the Contractor's test/certification results for accuracy and retain in the project file.
10. Modification: Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the OWNER.
11. Records:
 - a. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders and additional drawings subsequent to the award of the Contract, progress reports and other project related documents.
 - b. Keep a diary or log book, recording CONSTRUCTION INSPECTOR'S hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request furnish copies of such a diary or log book to the OWNER.
 - c. Maintain for the OWNER, a record of names, addresses and telephone numbers of all sub-contractors and major material suppliers.
 - d. Obtain red line marked up "As Built" drawings. The red line mark ups shall be for any modification to the plans as bid. Examples of modifications to be marked up may include but are not limited to the following:
 1. Geometric revision (additions or deletions) to the as bid plans.

- ii. Type of pipe installed from the specified Class.
- iii. Changes in the size of a pipe.
- iv. Changes in the structure or casting type.
- v. Revisions to planned invert elevations.
- vi. Existing infrastructure discovered during construction (ie. field tile, storm sewers, manholes, etc.) that will remain in place as well as any connections to the new construction.
- vii. Revisions to planned drainage swales or ditches.
- viii. Changes in the pavement thickness, composition, or type.
- ix. Revisions to permanent right-of-way or easements or the location of any encroachments to the right-of-way or easements that will remain after the project.
- x. Traffic signal conduit/wiring revisions.

The CONSTRUCTION INSPECTOR shall deliver one (1) PDF set of as-built prints, and shall ~~revise the digital version of the contract plans, and the proposed and existing infrastructure data supplied by the design consultant, and submit them in an electronic format to reflect the "As-Built" changes listed above. The revised as-built digital drawings must be converted to a Tagged Image File Format (TIFF, monochrome format) if the digital design plans supplied are of some other format.~~ Each individual sheet contained in the printed set of as-builts shall be included in the electronic format submittal, with each sheet being converted to an individual TIFF file. The image resolution shall be of such value as to maintain complete legibility of each drawing. The labeling on the submitted media shall include the following:

- ~~• The project name.~~
- ~~• The Town's project number.~~
- ~~• The submitting consultant's company name and address.~~
- ~~• The date of the submittal.~~
- ~~• The file format(s) used.~~
- ~~• An index to all included sheets (files) indicating which file name equals which drawing name.~~
- ~~• The term "As-Built Drawings" or "Records Drawings" clearly indicated.~~

The CONSTRUCTION INSPECTOR shall also provide an overall site drawing, in electronic format, of the project area, showing the new or modified infrastructure as constructed. This drawing must comply with the "Digital Data Submission Standards" document (Indianapolis/Marion County GIS). The site drawing must be in either its original CAD format or in DXF (Data Exchange Format), and shall be included on the same media as the as-built drawing files, along with the required attribute data files, as outlined in the document. The CONSTRUCTION INSPECTOR shall

~~deliver to the OWNER two (2) copies of all electronic format submittals.~~

- e. Prepare the Final Construction Record, Daily Progressive Record, and Final Estimate as required by the OWNER.
12. Reports: Furnish to the OWNER at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule.
13. Progress Estimates: Prepare progress estimates for periodic partial payments to the Contractor and deliver to the OWNER for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete in place in accordance with the contract.
14. Project Responsibility: Be responsible for the documentation of pay quantities and estimates, and the maintenance of appropriate records related to the construction of this project.
15. Work Schedule and Suspension: Be required to regulate their work week to conform to the contractor's hours in accordance with the directions of the OWNER. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the CONSTRUCTION INSPECTOR may also be suspended without cost to the project.
16. Contract Administration: Administer the contract in accordance with the current edition of the INDOT Standard Drawings, Standard Specifications, and "General Instructions to Field Employees".
17. Conflict of Interest: Acknowledge and agree that the CONSTRUCTION INSPECTOR, a firm associated with the CONSTRUCTION INSPECTOR or an individual associated with the CONSTRUCTION INSPECTOR cannot accept or perform any work (including but not limited to construction engineering, production staking, falsework drawings, shop drawings) for the contractor, material supplier of the contractor or for any of the contractor's subcontractors on this project. For purposes of this section a firm is associated with the CONSTRUCTION INSPECTOR if the firm and CONSTRUCTION INSPECTOR have a common director, common officer or a common owner. For purposes of this section an individual is associated with the CONSTRUCTION INSPECTOR if the individual is an employee of the CONSTRUCTION INSPECTOR or an employee of a firm associated with the CONSTRUCTION INSPECTOR.

For purposes of this section the following definitions shall be used:

Director -Any member of the board of directors of a corporation.

Officer- The president, secretary, treasurer, or such other officers as may be prescribed by the corporation's bylaws.

Owner- A sole proprietor, any partner in a partnership, or any shareholder of a corporation.

**EXHIBIT B
COMPENSATION**

This project is to be completed and invoiced using a Time & Material basis. Each work area has an agreed maximum cost presented below. In the event that additional services are needed, additional compensation will be determined using the same rates that appear in Exhibit A. Additional services will only proceed with prior written approval from the Board or Engineering Department officials designated by the Board as project coordinator(s).

E. DISCOVERY PARKWAY

Field Observation	\$ 81,569.50
Meetings	\$ 2,330.00
Closeout	\$ 3,589.75
Total Hourly Not-To-Exceed Labor:	\$ 87,489.25

Estimated Expense for Appia Software License Renewal	\$ 2,000.00
Estimated Expense for On-Site Mileage at a Rate approved by the City	\$ 500.00
Total Estimated Expenses:	\$ 2,500.00

TOTAL ESTIMATED COST OF E. DISCOVERY PARKWAY \$ 89,989.25

For the purpose of estimated additional work, if found necessary, the cost of such additional work shall be determined on the following schedule:

Engineer 5:	\$ 191.35
Inspector 2:	\$ 91.55
Inspector 1:	\$ 80.20
Direct Expenses:	At Cost

**EXHIBIT C
PROJECT SCHEDULE**

	E. DISCOVERY PARKWAY	
MILESTONES	ESTIMATED DATE	COMMENTS
Bid Opening	March 15, 2021	
Bid Award	March 16, 2021	
Notice to Proceed	April 12, 2021	Estimated
Final Completion	July 31, 2021	
Final Construction Record	August 31, 2021	30 day after completion

**EXHIBIT D
KEY PERSONNEL**

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

<u>Position / Responsibility</u>	<u>Name</u>
Engineer 5	Chad Mills
Inspector 2	Erving Williams
Inspector 1	Tony Jenkins

EXHIBIT E
AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

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

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

D. Blake Wilson
D. Blake Wilson, LPG
Principal

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared D. Blake Wilson and acknowledged the execution of the foregoing this 2nd day of March, 2021.

Carol Taylor
Notary Public
Carol Taylor
Printed name

My Commission Expires: 4-17-26
County of Residence: Rush Commission Number: N/A

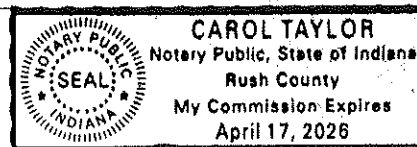


EXHIBIT F
NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

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

OATH AND AFFIRMATION

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

Dated this 2 day of MARCH, 2021.

Shrewsberry & Associates, LLC
(Name of Organization)

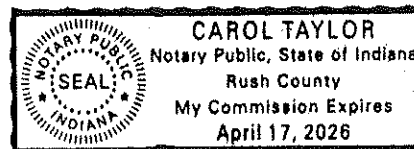
By: [Signature]
D. Blake Wilson, LPG
Principal

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Subscribed and sworn to before me this 2nd day of March, 2021

[Signature]
Notary Public
Carol Taylor
Printed name

My Commission Expires: 4-17-26
County of Residence: Rush Commission Number: N/A





2021-2022 BILLING RATE TABLE

Effective Date: 02/07/21

Project Number & Description: 21-0037 - City of Bloomington - Discovery Parkway Road Reconstruction & Multi-Use Path

GROUP CLASSIFICATIONS/STAFF TYPES	2021 GROUP HOURLY LABOR RATE	2021 GROUP HOURLY LABOR RATE X OVERHEAD @ 142.28%	2021 GROUP HOURLY LABOR RATE + OH	2021 GROUP HOURLY LABOR RATE + OH x PROFIT @ 11.10%	2021 GROUP HOURLY LABOR RATE TIMES COST OF MONEY @ 0.49%	2021 HOURLY BILLING RATE
MANAGEMENT						
Principal 7	\$ 79.96	\$ 113.77	\$ 193.73	\$ 21.50	\$ 0.39	\$ 215.62
ENGINEERING						
Engineer 7	\$ 96.99	\$ 138.00	\$ 234.99	\$ 26.08	\$ 0.48	\$ 261.55
Engineer 6	\$ 74.73	\$ 106.33	\$ 181.06	\$ 20.10	\$ 0.37	\$ 201.52
Engineer 5	\$ 70.96	\$ 100.96	\$ 171.92	\$ 19.08	\$ 0.35	\$ 191.35
Engineer 4	\$ 59.50	\$ 84.66	\$ 144.16	\$ 16.00	\$ 0.29	\$ 160.45
Engineer 3	\$ 48.32	\$ 68.75	\$ 117.07	\$ 12.99	\$ 0.24	\$ 130.30
Engineer 2	\$ 43.51	\$ 61.91	\$ 105.42	\$ 11.70	\$ 0.21	\$ 117.33
Engineer 1	\$ 33.80	\$ 48.09	\$ 81.89	\$ 9.09	\$ 0.17	\$ 91.15
Designer 5	\$ 53.63	\$ 76.30	\$ 129.93	\$ 14.42	\$ 0.26	\$ 144.62
Designer 4	\$ 45.91	\$ 65.32	\$ 111.23	\$ 12.35	\$ 0.22	\$ 123.80
Designer 3	\$ 38.19	\$ 54.34	\$ 92.53	\$ 10.27	\$ 0.19	\$ 102.98
Designer 2	\$ 27.45	\$ 39.06	\$ 66.51	\$ 7.38	\$ 0.13	\$ 74.02
Designer 1	\$ 27.32	\$ 38.87	\$ 65.19	\$ 7.35	\$ 0.13	\$ 73.67
CADD Drafter 2	\$ 25.50	\$ 36.28	\$ 61.78	\$ 6.86	\$ 0.12	\$ 68.76
CAOD Drafter 1	\$ 19.69	\$ 28.02	\$ 47.71	\$ 5.30	\$ 0.10	\$ 53.11
LANDSCAPE ARCHITECTURE						
Landscape Architect 6	\$ 64.64	\$ 91.97	\$ 156.61	\$ 17.38	\$ 0.32	\$ 174.31
Landscape Architect 5	\$ 44.66	\$ 63.54	\$ 108.20	\$ 12.01	\$ 0.22	\$ 120.43
Landscape Architect 4	\$ 40.61	\$ 57.78	\$ 98.39	\$ 10.92	\$ 0.20	\$ 109.51
Landscape Architect 3	\$ 30.90	\$ 43.96	\$ 74.86	\$ 8.31	\$ 0.15	\$ 83.33
Landscape Architect 2	\$ 29.71	\$ 42.27	\$ 71.98	\$ 7.99	\$ 0.15	\$ 80.12
Landscape Architect 1	\$ 25.48	\$ 36.26	\$ 61.74	\$ 6.85	\$ 0.12	\$ 68.72
CONSTRUCTION SERVICES						
Inspector 5	\$ 80.25	\$ 114.18	\$ 194.43	\$ 21.58	\$ 0.39	\$ 216.40
Inspector 4	\$ 60.10	\$ 85.51	\$ 145.61	\$ 16.16	\$ 0.29	\$ 162.07
Inspector 3	\$ 42.87	\$ 61.00	\$ 103.87	\$ 11.53	\$ 0.21	\$ 115.60
Inspector 2	\$ 33.95	\$ 48.30	\$ 82.25	\$ 9.13	\$ 0.17	\$ 91.55
Inspector 1	\$ 29.74	\$ 42.31	\$ 72.05	\$ 8.00	\$ 0.15	\$ 80.20
SUPPORT						
Administration 6	\$ 61.90	\$ 88.07	\$ 149.97	\$ 16.65	\$ 0.30	\$ 166.92
Project Manager 5	\$ 79.23	\$ 112.73	\$ 191.96	\$ 21.31	\$ 0.39	\$ 213.65
Administration 4	\$ 40.05	\$ 56.98	\$ 97.03	\$ 10.77	\$ 0.20	\$ 108.00
Administration 3	\$ 38.80	\$ 55.20	\$ 94.00	\$ 10.43	\$ 0.19	\$ 104.63
Administration 2	\$ 23.18	\$ 32.97	\$ 56.15	\$ 6.23	\$ 0.11	\$ 62.49
Administration 1	\$ 20.86	\$ 29.68	\$ 50.53	\$ 5.61	\$ 0.10	\$ 56.24
Intern	\$ 15.45	\$ 21.98	\$ 37.43	\$ 4.15	\$ 0.08	\$ 41.66

As verified and Approved as to the date indicated.

Signed: *D. Blake Wilson*

2/19/2021



shrewsberry

MANHOUR JUSTIFICATIONS

City of Bloomington: Discovery Parkway Road Reconstruction & Multi-Use Path

Task Description	Reimbursable Expenses					TOTAL
	Mileage	Miscellaneous Prints, Fees, Shipping, etc.	Engineer 5	Inspector 2	Inspector 1	
			\$ 191.35	\$ 91.55	\$ 80.20	
CONSTRUCTION SERVICES: DISCOVERY PARKWAY						
Field Observation			10	800	80	\$ 81,569.50
Meetings			5	15		\$ 2,330.00
Closeout			5	20	10	\$ 3,589.75
Mileage	\$ 500					\$ 500.00
Appra License		\$ 2,000				\$ 2,000.00
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
TASK 1 - CONSTRUCTION SERVICES SUBTOTAL	\$ 500.00	\$ 2,000.00	20	835	90	\$ 89,989.25



Board of Public Works Staff Report

Project/Event:	Change Orders #2 and #3 for the College Mall Road Resurfacing Project with E&B Paving
Petitioner/Representative:	Engineering Department
Staff Representative:	Roy Aten
Date:	August 31 st , 2021

Report: On August 4th, 2020, the Board awarded a contract to E&B Paving Inc. for the South College Mall Road Repaving Project in the amount of \$494,950.00. This Project included the repaving of South College Mall Road from East 3rd Street to East Moores Pike, replacing non compliant curb ramps and crosswalks, and installing bike lanes on College Mall Road from Moores Pike to Buick Cadillac Boulevard.

Funding for the project will be partially paid through a \$382,075.51 Community Crossing Grant. The remaining funds will be paid from City local funding.

At the April 27th meeting the Board approved change order #1 in the amount of \$41,591.00 for the replacement of curb ramps at the intersection of Covenanter and College Mall Road.

Change order #2 is in the amount of \$1,819.38 and will cover the replacement of a storm water casting at the intersection of Covenanter and College Mall Road that was not ADA compliant.

Change order #3 is in the amount of \$17,570.54 and will cover the balancing of the final quantities for the project.

With the approval of change orders #2 and #3 the final project cost will be \$555,930.92.

City of Bloomington Contract and Purchase Justification Form

Vendor: E & B Paving, INC

Contract Amount: \$555,930.92

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

PURCHASE INFORMATION

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

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

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

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

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

This is change order #3 to contract BC-2020-46-CN, approved by the Board of Public Works on August 3rd, 2020.

roy aten

SPM

Engineering

Print/Type Name

Print/Type Title

Department



City of Bloomington, Indiana

Change Order Details

College Mall Road Repaving

Description	Contract BC-2020-46-CN Milling, curb ramps, HMA pavement, and pavement marking replacement.
Prime Contractor	E & B Paving, INC 2520 W Industrial Park Dr Bloomington, IN 47404
Change Order	2
Status	Pending
Date Created	06/10/2021
Type	Errors and Omissions
Summary	ADA Casting, SE Ramp at Covenanter and CMR
Change Order Description	During construction it was discovered that the storm inlet in the crosswalk at the SE curb ramp of Covenanter and College Mall Road was not an ADA compliant casting. A new casting was ordered and installed at this location.
Awarded Project Amount	\$494,950.00
Authorized Project Amount	\$536,541.00
Change Order Amount	\$1,819.38
Revised Project Amount	\$538,360.38

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0070	720-44055	EACH	1.000	\$1,819.380	\$1,819.38
CASTING, 10, FURNISH AND ADJUST TO GRADE					
Reason: Furnish and install EJIW 5245z Frame with a 7030M10 ADA Flat Grate.					
Funding Details					
		Non-Participating	1.000	\$1,819.380	\$1,819.38
1 item					Total: \$1,819.38

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
Participating	\$494,950.00	\$494,950.00	\$0.00	\$494,950.00
Non-Participating	\$0.00	\$41,591.00	\$1,819.38	\$43,410.38
2 fund packages	\$494,950.00	\$536,541.00	\$1,819.38	\$538,360.38

Attachments

Document	Name	Description	Submission Date
ADA_Grate__Frame.pdf	ADA Grate & Frame.pdf		06/10/2021 04:43 PM EDT
4 attachments			

Document	Name	Description	Submission Date
EJIW_5245Z_Frame.pdf	EJIW 5245Z Frame.pdf		06/10/2021 04:43 PM EDT
EJIW_7030M10_Grate.pdf	EJIW 7030M10 Grate.pdf		06/10/2021 04:43 PM EDT
SE_Corner_Changes__Covenanter-CMR.pdf	SE Corner Changes, Covenanter-CMR.pdf		06/10/2021 04:43 PM EDT
4 attachments			

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

_____	_____	_____
Engineer	Contractor	Board of Public Works
_____	_____	_____
Title	Title	Title
_____	_____	_____
Date	Date	Date



E & B PAVING, LLC. - Bloomington Area

Address: 2520 W Industrial Park Drive
Bloomington, IN 47404

Phone: 812-334-7940

Fax: 812-334-7941

e-mail: keith.spenner@ebpaving.com

Date: 6/10/2021

Bid #: 35200374

Re: South College Mall Road Repaving
Provide & Install ADA Casting

To: City of Bloomington

Attn: Roy Aten

We propose to furnish all labor, tools, material, equipment, insurance and supervision to complete the necessary work listed below.
We agree all work shall be performed in a workman like manner to meet your requirements.

E&B Paving - ADA Casting (Material Only)

Labor Cost = \$0.00
20% Labor OH& P = \$0.00
Labor Total = \$0.00

Material & Equip Cost = \$869.38
12% Material & Equip OH& P = \$86.94
Material & Equipment Total = \$956.32

Item 23 - Casting, Adjust to Grade - Contract Item

1 each \$950.00

E&B Paving Total = \$1,819.38

GRAND TOTAL = \$1,819.38

Price Excludes:

Notes: No bond or permits included.
Sales Tax is not included in our pricing.

Prices quoted are subject to change if not accepted within 30 days from the date of this quotation.

All work is to be completed in a substantial workman like manner, according to specifications submitted, per standard practices. Any alteration or deviation from above specifications, involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Work cannot be scheduled until a signed copy of this proposal is returned to our office

Proposed by E & B Paving, LLC. -

Keith Spenner, Mobile: 317-501-0024

Accepted by:

Company

Name & Title

Date

E & B Paving, LLC. is an Equal Opportunity Employer



INVOICE

Invoice # 0130885
 Invoice Date 5/05/21
 Account # 194154
 Sales Rep TOM GRABOWSKI
 Phone # 812-331-0356
 Branch #433 Bloomington, IN
 Total Amount Due \$869.38

1830 Craig Park Court
 St. Louis, MO 63146

Remit To:
 CORE & MAIN LP
 PO BOX 28330
 ST LOUIS, MO 63146

E&B PAVING, INC. (433)
 286 W 300 N
 ANDERSON IN 46012 1225

000/0000
 00000

Shipped To:
 CUSTOMER PICK-UP

 Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
4/27/21	5/04/21	ADA GRATE	ADA GRATE			WILL CALL	0130885

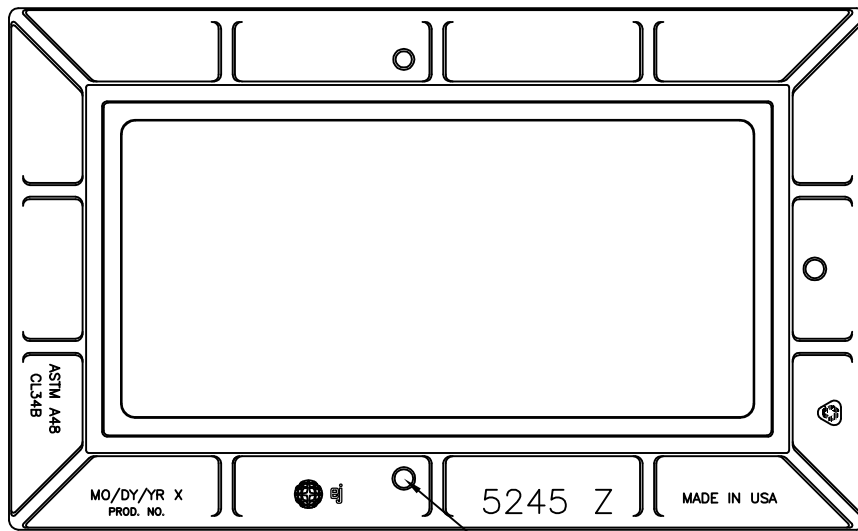
Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
75FEJ5245Z	EJ 5245Z FRAME	1	1		520.50000	EA	520.50
/60016522866	7030M10 ADA FLAT GRATE	1	1		348.88000	EA	348.88

Freight	Delivery	Handling	Restock	Misc	Subtotal:	869.38
					Other:	.00
					Tax:	.00
Invoice Total:						\$869.38

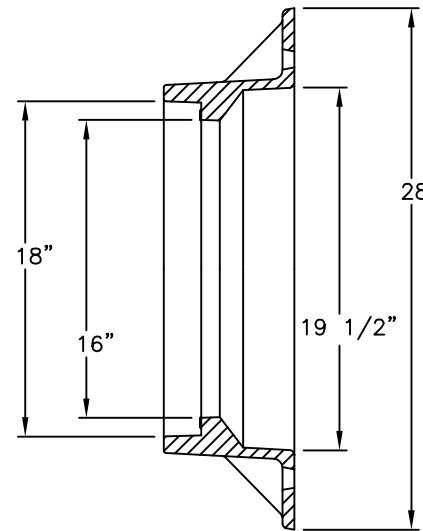
Terms: NET 30
 Ordered By: KEITH

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
 To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>

5245Z Frame



1" HANDLING HOLES



FRAME SECTION

Product Number

00524510

Design Features

- Materials
Gray Iron (CL35B)
- Design Load
Heavy Duty
- Open Area
n/a
- Coating
Dipped
- √ Designates Machined Surface

Certification

- ASTM A48
-
-
- Country of Origin: USA

Drawing Revision

02/19/2005 Designer: JIJ
10/21/2014 Revised By: DAE

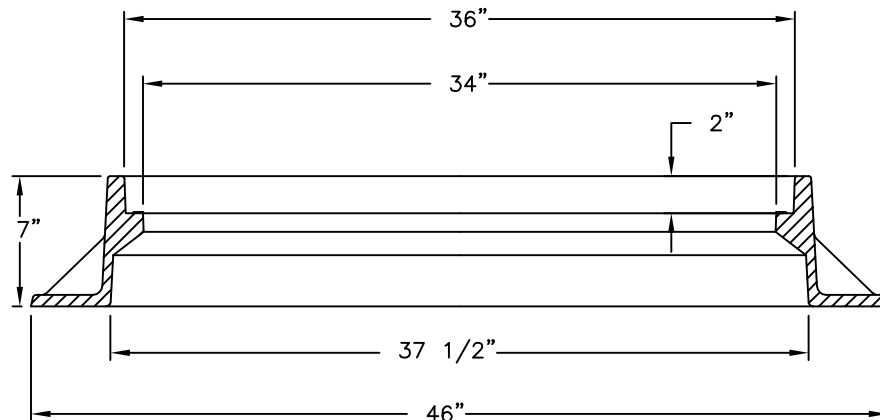
Disclaimer

Weights (lbs./kg) dimensions (inches/mm) and drawings provided for your guidance. We reserve the right to modify specifications without prior notice.

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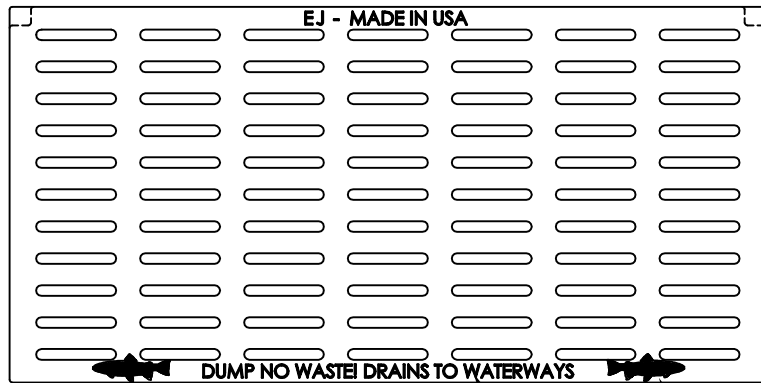
Contact

800 626 4653
ejco.com



FRAME SECTION

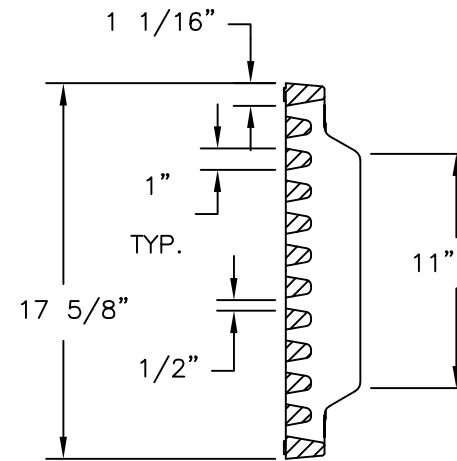
7030M10 Grate



DUMP NO WASTE! DRAINS TO WATERWAYS

(2) RAISED TROUT

1/2" SHARP FACE
GOTHIC



SECTION

Product Number

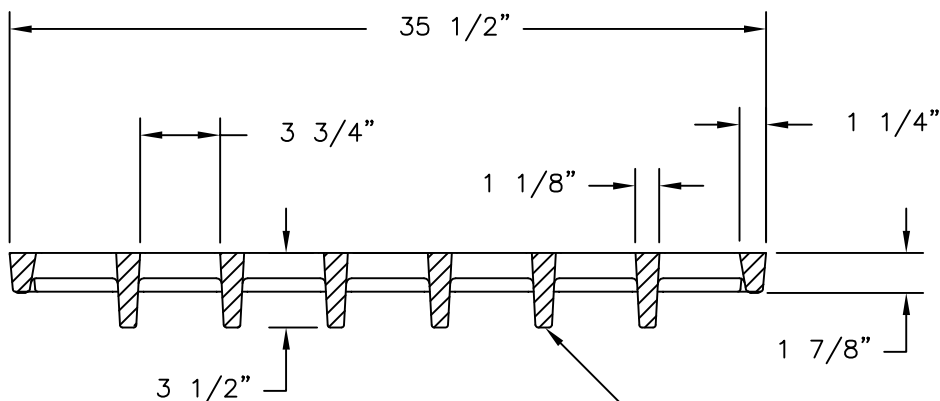
00703032

Design Features

- Materials
Gray Iron (CL35B)
- Design Load
Heavy Duty
- Open Area
140 sq in
- Coating
Dipped
- √ Designates Machined Surface

Certification

- ASTM A48
- AAASHTO H20
- Country of Origin: USA



SECTION

ASTM A48 CL35B
SERIES
PROD NO.
MO/DY/YR X

Drawing Revision

10/20/2005 Designer: JIJ
9/5/2017 Revised By: MAH

Disclaimer

Weights (lbs./kg) dimensions (inches/mm) and drawings provided for your guidance. We reserve the right to modify specifications without prior notice.

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Contact

800 626 4653
ejco.com



City of Bloomington, Indiana

Change Order Details

College Mall Road Repaving

Description	Contract BC-2020-46-CN Milling, curb ramps, HMA pavement, and pavement marking replacement.
Prime Contractor	E & B Paving, INC 2520 W Industrial Park Dr Bloomington, IN 47404
Change Order	3
Status	Pending
Date Created	08/06/2021
Type	Other
Summary	Final Quantity Adjustments
Awarded Project Amount	\$494,950.00
Authorized Project Amount	\$536,541.00
Change Order Amount	\$17,570.54
Revised Project Amount	\$554,111.54

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

Section: 1 - Description

002	109-08359	DOL	\$1.000	1.000	\$1.00	-1.000	-\$1.00	0.000	\$0.00
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LIQUIDATED DAMAGES

Reason: Balancing Change Order, No LDs charged.

Funding Details								
Non-Participating	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Participating	1.000	\$1.00	-1.000	-\$1.00	0.000	\$0.00	0.000	\$0.00

005	202-52710	SYS	\$39.000	329.000	\$12,831.00	20.810	\$811.59	349.810	\$13,642.59
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SIDEWALK, CONCRETE, REMOVE

Reason: Balancing Change Order

Funding Details								
Non-Participating	94.000	\$3,666.00	0.000	\$0.00	94.000	\$3,666.00	94.000	\$3,666.00
Participating	235.000	\$9,165.00	20.810	\$811.59	255.810	\$9,976.59	255.810	\$9,976.59

007	207-09935	SYS	\$60.000	17.000	\$1,020.00	-17.000	-\$1,020.00	0.000	\$0.00
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SUBGRADE TREATMENT, TYPE IC

Reason: Balancing Change Order

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised		
				Quantity	Amount	Quantity	Amount	Quantity	Amount	
				Funding Details						
				Non-Participating	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				Participating	17.000	\$1,020.00	-17.000	-\$1,020.00	0.000	\$0.00
008	304-07491	TON	\$285.000	6.000	\$1,710.00	-5.440	-\$1,550.40	0.560	\$159.60	
HMA PATCHING, TYPE C										
Reason: Balancing Change Order										
				Funding Details						
				Non-Participating	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				Participating	6.000	\$1,710.00	-5.440	-\$1,550.40	0.560	\$159.60
010	401-07321	TON	\$81.000	2,866.000	\$232,146.00	88.290	\$7,151.49	2,954.290	\$239,297.49	
HMA, 2, 64, SURFACE, 9.5 mm (TYPE B)										
Reason: Balancing Change Order										
				Funding Details						
				Non-Participating	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				Participating	2,866.000	\$232,146.00	88.290	\$7,151.49	2,954.290	\$239,297.49
012	402-07452	TON	\$165.000	12.000	\$1,980.00	-12.000	-\$1,980.00	0.000	\$0.00	
HMA WEDGE AND LEVEL, TYPE C										
Reason: Balancing Change Order										

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised		
				Quantity	Amount	Quantity	Amount	Quantity	Amount	
				Funding Details						
				Non-Participating	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				Participating	12.000	\$1,980.00	-12.000	-\$1,980.00	0.000	\$0.00
014	604-06070	SYS	\$80.000	124.000	\$9,920.00	26.700	\$2,136.00	150.700	\$12,056.00	
SIDEWALK, CONCRETE										
Reason: Balancing Change Order										
				Funding Details						
				Non-Participating	22.000	\$1,760.00	0.000	\$0.00	22.000	\$1,760.00
				Participating	102.000	\$8,160.00	26.700	\$2,136.00	128.700	\$10,296.00
015	604-07092	TON	\$50.000	15.000	\$750.00	-15.000	-\$750.00	0.000	\$0.00	
BED COURSE MATERIAL										
Reason: Balancing Change Order										
				Funding Details						
				Non-Participating	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				Participating	15.000	\$750.00	-15.000	-\$750.00	0.000	\$0.00
016	604-08086	SYS	\$225.000	193.000	\$43,425.00	57.040	\$12,834.00	250.040	\$56,259.00	
CURB RAMP, CONCRETE										
Reason: Balancing Change Order										

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised		
				Quantity	Amount	Quantity	Amount	Quantity	Amount	
				Funding Details						
				Non-Participating	72.000	\$16,200.00	0.000	\$0.00	72.000	\$16,200.00
				Participating	121.000	\$27,225.00	57.040	\$12,834.00	178.040	\$40,059.00
017	604-12083	SYS	\$205.000	36.000	\$7,380.00	-2.920	-\$598.60	33.080	\$6,781.40	
DETECTABLE WARNING SURFACES, CAST IRON										
Reason: Balancing Change Order										
				Funding Details						
				Non-Participating	9.000	\$1,845.00	0.000	\$0.00	9.000	\$1,845.00
				Participating	27.000	\$5,535.00	-2.920	-\$598.60	24.080	\$4,936.40
018	605-01870	LFT	\$60.000	109.000	\$6,540.00	16.800	\$1,008.00	125.800	\$7,548.00	
CURB, CONCRETE, A										
Reason: Balancing Change Order										
				Funding Details						
				Non-Participating	53.000	\$3,180.00	0.000	\$0.00	53.000	\$3,180.00
				Participating	56.000	\$3,360.00	16.800	\$1,008.00	72.800	\$4,368.00
019	605-06144	LFT	\$60.000	162.000	\$9,720.00	237.900	\$14,274.00	399.900	\$23,994.00	
CURB AND GUTTER, A, CONCRETE										
Reason: Balancing Change Order										

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised		
				Quantity	Amount	Quantity	Amount	Quantity	Amount	
				Funding Details						
				Non-Participating	70.000	\$4,200.00	0.000	\$0.00	70.000	\$4,200.00
				Participating	92.000	\$5,520.00	237.900	\$14,274.00	329.900	\$19,794.00
021	702-90915	CYS	\$500.000	5.000	\$2,500.00	11.670	\$5,835.00	16.670	\$8,335.00	
CONCRETE, CLASS A										
Reason: Balancing Change Order										
				Funding Details						
				Non-Participating	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				Participating	5.000	\$2,500.00	11.670	\$5,835.00	16.670	\$8,335.00
022	703-06029	LBS	\$10.000	22.000	\$220.00	-22.000	-\$220.00	0.000	\$0.00	
REINFORCING BARS, EPOXY COATED										
Reason: Balancing Change Order										
				Funding Details						
				Non-Participating	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				Participating	22.000	\$220.00	-22.000	-\$220.00	0.000	\$0.00
023	720-44000	EACH	\$950.000	4.000	\$3,800.00	-2.000	-\$1,900.00	2.000	\$1,900.00	
CASTING, ADJUST TO GRADE										
Reason: Balancing Change Order										

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised		
				Quantity	Amount	Quantity	Amount	Quantity	Amount	
				Funding Details						
				Non-Participating	2.000	\$1,900.00	0.000	\$0.00	2.000	\$1,900.00
				Participating	2.000	\$1,900.00	-2.000	-\$1,900.00	0.000	\$0.00
024	720-94840	EACH	\$150.000	4.000	\$600.00	-4.000	-\$600.00	0.000	\$0.00	
CASTING, WATER VALVE, ADJUST TO GRADE										
Reason: Balancing Change Order										
				Funding Details						
				Non-Participating	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				Participating	4.000	\$600.00	-4.000	-\$600.00	0.000	\$0.00
026	801-11642	EACH	\$2,700.000	2.000	\$5,400.00	-2.000	-\$5,400.00	0.000	\$0.00	
PORTABLE CHANGEABLE MESSAGE SIGN										
Reason: Balancing Change Order										
				Funding Details						
				Non-Participating	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				Participating	2.000	\$5,400.00	-2.000	-\$5,400.00	0.000	\$0.00
027	802-05702	LFT	\$20.000	48.000	\$960.00	-12.000	-\$240.00	36.000	\$720.00	
SIGN POST, SQUARE, TYPE 2, REINFORCED ANCHOR BASE										
Reason: Balancing Change Order										

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

Funding Details									
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				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				48.000	\$960.00	-12.000	-\$240.00	36.000	\$720.00

029	805-78470	LFT	\$2.000	773.000	\$1,546.00	1,313.000	\$2,626.00	2,086.000	\$4,172.00
SIGNAL CABLE, ROADWAY LOOP, COPPER 1C/14GA									

Reason: Balancing Change Order

Funding Details									
------------------------	--	--	--	--	--	--	--	--	--

				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				773.000	\$1,546.00	1,313.000	\$2,626.00	2,086.000	\$4,172.00

030	805-78795	LFT	\$7.000	773.000	\$5,411.00	-110.000	-\$770.00	663.000	\$4,641.00
SAW CUT FOR ROADWAY LOOP AND SEALANT									

Reason: Balancing Change Order

Funding Details									
------------------------	--	--	--	--	--	--	--	--	--

				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				773.000	\$5,411.00	-110.000	-\$770.00	663.000	\$4,641.00

031	805-96309	EACH	\$400.000	9.000	\$3,600.00	-3.000	-\$1,200.00	6.000	\$2,400.00
PEDESTRIAN PUSH BUTTON, RETROFIT									

Reason: Balancing Change Order

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised		
				Quantity	Amount	Quantity	Amount	Quantity	Amount	
				Funding Details						
				Non-Participating	1.000	\$400.00	0.000	\$0.00	1.000	\$400.00
				Participating	8.000	\$3,200.00	-3.000	-\$1,200.00	5.000	\$2,000.00
032	808-03439	LFT	\$8.830	1,582.000	\$13,969.06	-92.000	-\$812.36	1,490.000	\$13,156.70	
TRANSVERSE MARKING THERMOPLASTIC CROSSWALK, WHITE 24"										
Reason: Balancing Change Order										
				Funding Details						
				Non-Participating	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				Participating	1,582.000	\$13,969.06	-92.000	-\$812.36	1,490.000	\$13,156.70
034	808-06701	LFT	\$1.260	8,536.000	\$10,755.36	-6,366.000	-\$8,021.16	2,170.000	\$2,734.20	
LINE, THERMOPLASTIC, BROKEN, WHITE, 4 IN										
Reason: Balancing Change Order										
				Funding Details						
				Non-Participating	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				Participating	8,536.000	\$10,755.36	-6,366.000	-\$8,021.16	2,170.000	\$2,734.20
035	808-06703	LFT	\$0.610	2,654.000	\$1,618.94	-258.000	-\$157.38	2,396.000	\$1,461.56	
LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.										
Reason: Balancing Change Order										

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised		
				Quantity	Amount	Quantity	Amount	Quantity	Amount	
				Funding Details						
				Non-Participating	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				Participating	2,654.000	\$1,618.94	-258.000	-\$157.38	2,396.000	\$1,461.56
036	808-75043	LFT	\$0.950	5,772.000	\$5,483.40	-356.000	-\$338.20	5,416.000	\$5,145.20	
LINE, THERMOPLASTIC, SOLID, WHITE, 6 IN										
Reason: Balancing Change Order										
				Funding Details						
				Non-Participating	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				Participating	5,772.000	\$5,483.40	-356.000	-\$338.20	5,416.000	\$5,145.20
037	808-75240	LFT	\$1.280	321.000	\$410.88	-241.000	-\$308.48	80.000	\$102.40	
LINE, THERMOPLASTIC, BROKEN, YELLOW, 4 IN										
Reason: Balancing Change Order										
				Funding Details						
				Non-Participating	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				Participating	321.000	\$410.88	-241.000	-\$308.48	80.000	\$102.40
038	808-75245	LFT	\$0.660	5,425.000	\$3,580.50	-672.000	-\$443.52	4,753.000	\$3,136.98	
LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN										
Reason: Balancing Change Order										

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised		
				Quantity	Amount	Quantity	Amount	Quantity	Amount	
				Funding Details						
				Non-Participating	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				Participating	5,425.000	\$3,580.50	-672.000	-\$443.52	4,753.000	\$3,136.98
039	808-75260	LFT	\$4.420	138.000	\$609.96	-138.000	-\$609.96	0.000	\$0.00	
TRANSVERSE MARKING, THERMOPLASTIC, CROSSHATCH LINE, WHITE, 12"										
Reason: Balancing Change Order										
				Funding Details						
				Non-Participating	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				Participating	138.000	\$609.96	-138.000	-\$609.96	0.000	\$0.00
040	808-75278	LFT	\$4.490	242.000	\$1,086.58	-168.000	-\$754.32	74.000	\$332.26	
TRANSVERSE MARKING, THERMOPLASTIC, CROSSHATCH LINE, YELLOW, 12"										
Reason: Balancing Change Order										
				Funding Details						
				Non-Participating	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				Participating	242.000	\$1,086.58	-168.000	-\$754.32	74.000	\$332.26
041	808-75297	LFT	\$8.830	507.000	\$4,476.81	-48.000	-\$423.84	459.000	\$4,052.97	
TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, 24 IN										
Reason: Balancing Change Order										

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised		
				Quantity	Amount	Quantity	Amount	Quantity	Amount	
				Funding Details						
				Non-Participating	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				Participating	507.000	\$4,476.81	-48.000	-\$423.84	459.000	\$4,052.97
042	808-75320	EACH	\$178.000	49.000	\$8,722.00	-1.000	-\$178.00	48.000	\$8,544.00	
PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION ARROW										
Reason: Balancing Change Order										
				Funding Details						
				Non-Participating	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				Participating	49.000	\$8,722.00	-1.000	-\$178.00	48.000	\$8,544.00
043	808-96075	LFT	\$4.960	225.000	\$1,116.00	-167.000	-\$828.32	58.000	\$287.68	
LINE, THERMOPLASTIC, BROKEN, WHITE, 6 IN										
Reason: Balancing Change Order										
				Funding Details						
				Non-Participating	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				Participating	225.000	\$1,116.00	-167.000	-\$828.32	58.000	\$287.68
32 items			Totals		\$403,289.49		\$17,570.54		\$420,860.03	

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
Participating	\$494,950.00	\$494,950.00	\$17,570.54	\$512,520.54
Non-Participating	\$0.00	\$41,591.00	\$0.00	\$41,591.00
2 fund packages	\$494,950.00	\$536,541.00	\$17,570.54	\$554,111.54

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

_____	_____	_____
Engineer	Contractor	Board of Public Works
_____	_____	_____
Title	Title	Title
_____	_____	_____
Date	Date	Date



Board of Public Works Staff Report

Project/Event: Request for sidewalk, lane, and street closures on E 14th St and sidewalk closures on N Dunn St

Staff Representative: Paul Kehrberg

Petitioner/Representative: Eric Schulte, Landmark Construction

Date: August 31, 2021

Report: Landmark Construction is starting a redevelopment project at the former Brownstone Terrace Apartments along the south side of E 14th between N Walnut St and N Dunn St, The Standard at Bloomington, LLC. They will be installing City required utility upgrades which include new water mains, sanitary sewer, and storm sewer along E 14th St. They will also be installing new curbs, sidewalks, and pavement along E 14th St.

To complete all of this work there will be multiple closures required in various phases. The majority of the work and closures are planned for September 2021 through November 2021. There will also be ongoing construction through August 2023.

The closures included in this round of approvals are as follows:

- Phase 2A will be from approximately September 23-September 29, 2021. This will include a continued closure on westbound E 14th St from N Walnut St to N Washington St.
- Phase 2B will be from approximately September 30-October 6, 2021. This will include a continued closure on westbound E 14th St from N Walnut St to N Washington St as they move eastward.
- Phase 4A will be from approximately October 7-October 17, 2021. This will include a full closure on E 14th St. The sidewalk along the south side of E 14th St will also be closed during this time.
- Phase 4B will be from approximately October 18-November 25, 2021. This will include a full closure on E 14th St. The sidewalk along the south side of E 14th St will also be closed during this time.
- Once this part of the project is complete, they move into their general construction phase. This will be from November 25, 2021 to August 11, 2023. This will include sidewalk closures on the south side of E 14th St from about N Washington St to N Dunn St.

Detours will be in place for vehicles and pedestrians for each phase of construction. Bloomington Transit will also be rerouted using E 15th St.



Todd M. Borgman, P.L.S.
Katherine E. Stein, P.E.
Don J. Kocarek, R.L.A.
Stephen L. Smith, Founder

August 17th, 2021

City of Bloomington Board of Public Works
401 N Morton St Suite 120
Bloomington, IN 47404

Dear Members of the Board of Public Works,

The Standard at Bloomington, LLC is requesting temporary lane closures, sidewalk closures, and driveway interruptions within the E 14th St and N Walnut St rights of way between approximately August 2021 and December 2021. The reason for this request is to perform work associated with the redevelopment of the former Brownstone Terrace Apartments. This work includes the installation of a new water main, sanitary sewer, and storm sewer along E 14th St and the installation of new sidewalk, curb, and pavement along E 14th St. This work will cause temporary lane closures along those roadways including half and full closures of E 14th St. The work will also cause sidewalk closures along E 14th St and temporary interruptions to driveways along these roadways. Every effort will be made by construction crews to minimize the amount of time of these closures and to provide full access to all driveways throughout the duration of the project.

The contractor will control traffic by following a multi-phase maintenance of traffic plan included with this submittal for your review. The E 14th St closure will be done in three phases. Phase 1 includes closing E 14th St to westbound traffic and phase 4 includes a full closure of E 14th St.

Bloomington Transit bus route 1 currently runs along E 14th St. Bloomington Transit has been kept in the loop regarding all planned closures and will detour their buses as needed. Documentation of our correspondence and the proposed detour route is included with this letter.

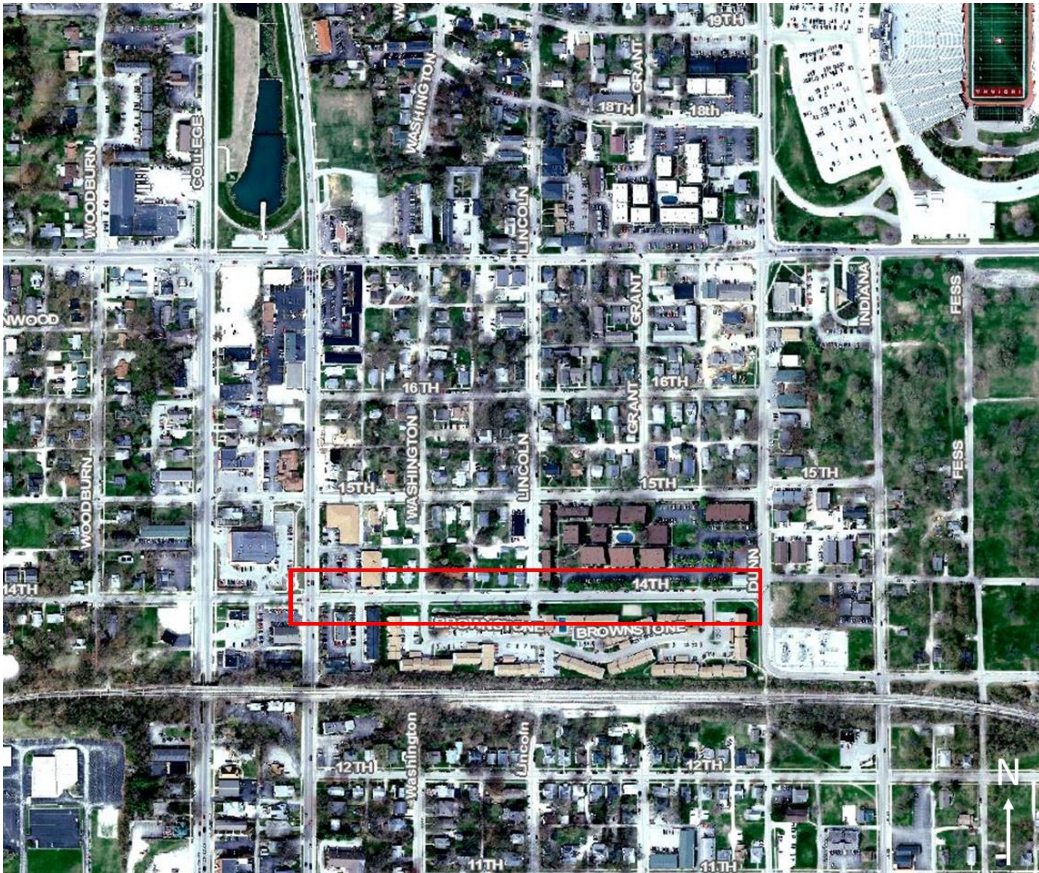
We appreciate your consideration of this request and are happy to answer any questions regarding these proposed closures.

Todd M. Borgman, P.L.S.
Katherine E. Stein, P.E.
Don J. Kocarek, R.L.A.
Stephen L. Smith, Founder

Regards,



Kendall Knoke
Smith Design Group, Inc.
812-336-6536 Ext. 3
kknoke@smithdgin.com



Project Location Map, N.T.S.



Todd M. Borgman, P.L.S.
Katherine E. Stein, P.E.
Don J. Kocarek, R.L.A.
Stephen L. Smith

August 26, 2021

Dear Nearby Property Owner,

Update: We have been continued to the August 31st Board of Public Works meeting to continue the discussion on the maintenance of traffic during the proposed work.

The Standard at Bloomington, LLC will be performing work associated with the redevelopment of the former Brownstone Terrace Apartments site within the E 14th St and N Walnut St rights of way between approximately August 2021 and December 2021. This work includes the installation of a new water main, sanitary sewer, and storm sewer along E 14th St and the installation of new sidewalk, curb, and pavement along E 14th St. This work will cause temporary lane closures along those roadways including half and full closures of E 14th St. The work will also cause sidewalk closures along E 14th St and temporary interruptions to driveways along these roadways. Every effort will be made by construction crews to minimize the amount of time of these closures and to provide full access to all driveways throughout the duration of the project.

The request to restrict public rights-of-way for the project will be heard by the City of Bloomington Board of Public Works on **August 31st, 2021 at 5:30pm**. The meeting will be virtual and the link/phone numbers can be found by visiting the City of Bloomington Board of Public Works website at <https://bloomington.in.gov/boards/public-works>. The public will have the opportunity to provide comments regarding traffic interruptions and temporary road/driveway closures at this time.

Anyone not able to attend this public meeting may submit comments via phone or email to Kendall Knoke at 812-336-6536 ext. 3 or kknoke@smithdginc.com. These comments will be read at the Board of Public Works meeting.

Anyone with concerns during construction may contact Eric Schulte, Project Manager – Landmark Construction at 814-571-3450 or Eric.Schulte@LandmarkProperties.com.

Todd M. Borgman, P.L.S.
Katherine E. Stein, P.E.
Don J. Kocarek, R.L.A.
Stephen L. Smith

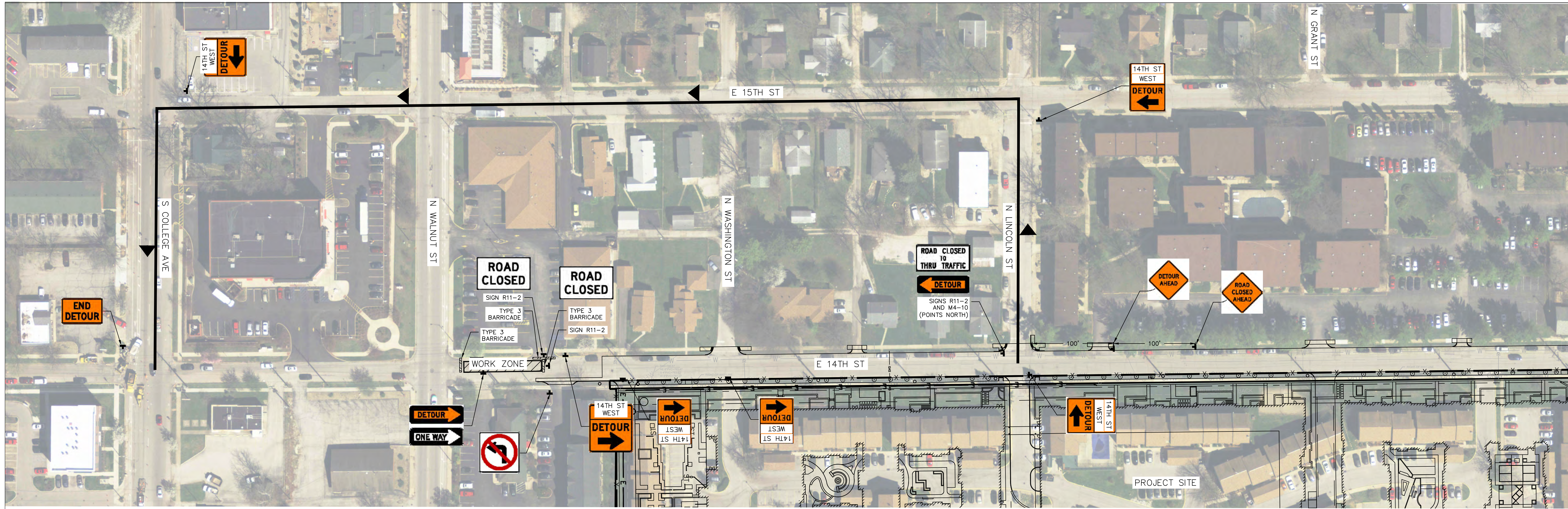
Regards,



Kendall Knoke
Smith Design Group, Inc.
812-336-6536 Ext. 3
kknoke@smithdginc.com



Project Location Map, N.T.S.



MAINTENANCE OF TRAFFIC PLAN DURING E 14TH ST PHASE 2A CLOSURE

MAINTENANCE OF TRAFFIC LEGEND

- CHANNELIZING DEVICE (DRUM)
- LONGITUDINAL CHANNELIZING DEVICE
- ◀▶ DETOUR ROUTE WITH DIRECTIONAL ARROWS
- x- CONSTRUCTION FENCE

MAINTENANCE OF TRAFFIC NOTES

1. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF TRAFFIC. ALL MAINTENANCE OF TRAFFIC MUST BE IN ACCORDANCE WITH THE LATEST REVISION OF THE INDIANA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND SHALL MEET CITY OF BLOOMINGTON MUNICIPAL CODE.
2. PRIOR TO THE START OF CONSTRUCTION CONTRACTOR SHALL COORDINATE ON-SITE MEETING WITH CITY OF BLOOMINGTON PLANNING AND TRANSPORTATION AND PUBLIC WORKS TO REVIEW WORK IN THE PUBLIC RIGHT-OF-WAY AND IMPLEMENTATION OF THE TRAFFIC CONTROL PLAN AND SIDEWALK CLOSURE.
3. MAINTAIN ACCESS FROM E 14TH ST TO FIRE HYDRANTS AT ALL TIMES DURING CONSTRUCTION.
4. DURING INDIANA UNIVERSITY HOME FOOTBALL GAMES VEHICLE ACCESS IN BOTH DIRECTIONS MUST BE MAINTAINED.
5. ROADWAY MAY BE TEMPORARILY RESTORED TO TWO DIRECTIONAL TRAFFIC WITH PLATES OR ANOTHER METHOD APPROVED BY CITY OF BLOOMINGTON ENGINEERING AND COVER SIGNS. ENSURE METHOD IS APPROVED BY CITY OF BLOOMINGTON ENGINEERING PRIOR TO IMPLEMENTATION.



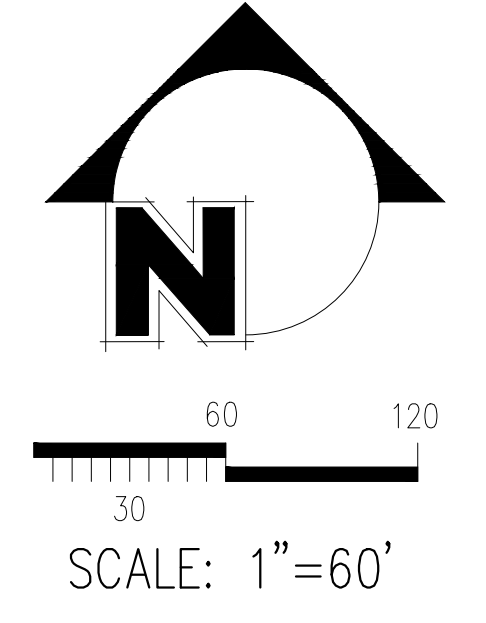
07/20/2021

THE STANDARD AT
BLOOMINGTON
301 E BROWNSTONE DR
BLOOMINGTON IN 47408

REVISIONS	BY	DATE

DESIGNED BY KCK, DJK	CHECKED BY KES	DATE 4/22/21
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JOB NUMBER 5919
SHEET C802
DATE 08/26/2021
MOT PLAN FOR E 14TH ST CLOSURE PHASE 2A





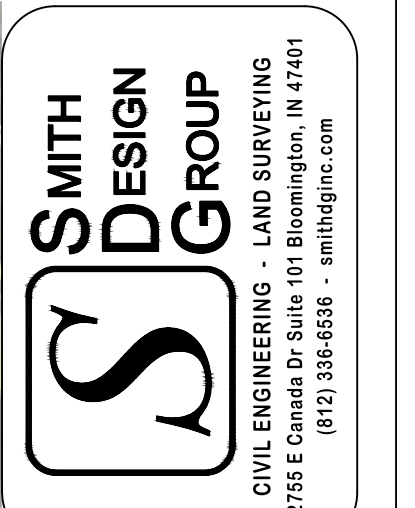
MAINTENANCE OF TRAFFIC PLAN DURING E 14TH ST PHASE 2B CLOSURE

MAINTENANCE OF TRAFFIC LEGEND

- CHANNELIZING DEVICE (DRUM)
- LONGITUDINAL CHANNELIZING DEVICE
- ↔ DETOUR ROUTE WITH DIRECTIONAL ARROWS
- x- CONSTRUCTION FENCE
- ⌚ FLAGGER

MAINTENANCE OF TRAFFIC NOTES

1. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF TRAFFIC. ALL MAINTENANCE OF TRAFFIC MUST BE IN ACCORDANCE WITH THE LATEST REVISION OF THE INDIANA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND SHALL MEET CITY OF BLOOMINGTON MUNICIPAL CODE.
2. PRIOR TO THE START OF CONSTRUCTION CONTRACTOR SHALL COORDINATE ON-SITE MEETING WITH CITY OF BLOOMINGTON PLANNING AND TRANSPORTATION AND PUBLIC WORKS TO REVIEW WORK IN THE PUBLIC RIGHT-OF-WAY AND IMPLEMENTATION OF THE TRAFFIC CONTROL PLAN AND SIDEWALK CLOSURE.
3. MAINTAIN ACCESS FROM E 14TH ST TO FIRE HYDRANTS AT ALL TIMES DURING CONSTRUCTION.
4. AFTER WORKING HOURS, RESTORE ROADWAY TO TWO DIRECTIONAL TRAFFIC WITH PLATES OR ANOTHER METHOD APPROVED BY CITY OF BLOOMINGTON ENGINEERING AND COVER SIGNS. ENSURE METHOD IS APPROVED BY CITY OF BLOOMINGTON ENGINEERING PRIOR TO IMPLEMENTATION.
5. WHILE FLAGGING, FLAGGERS ARE RESPONSIBLE TO MANAGE THE FLOW OF TRAFFIC AT THE N WALNUT ST/E 14TH ST INTERSECTION.
6. DURING INDIANA UNIVERSITY HOME FOOTBALL GAMES VEHICLE ACCESS IN BOTH DIRECTIONS MUST BE MAINTAINED.



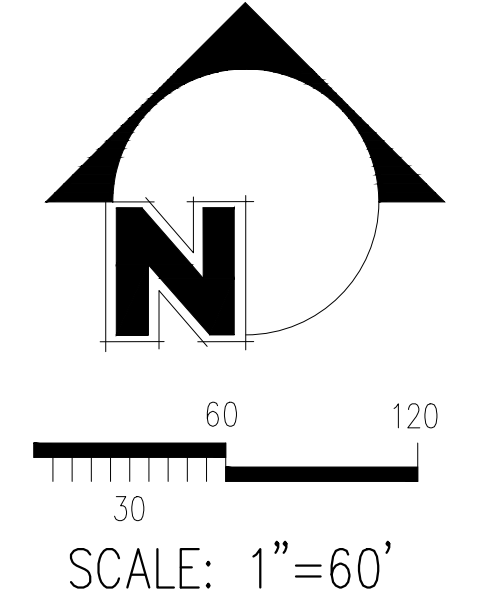
07/20/2021

THE STANDARD AT
BLOOMINGTON
301 E BROWNSTONE DR
BLOOMINGTON IN 47408

REVISIONS	BY	DATE

DESIGNED BY KCK, DJK	CHECKED BY KES	DATE 4/22/21
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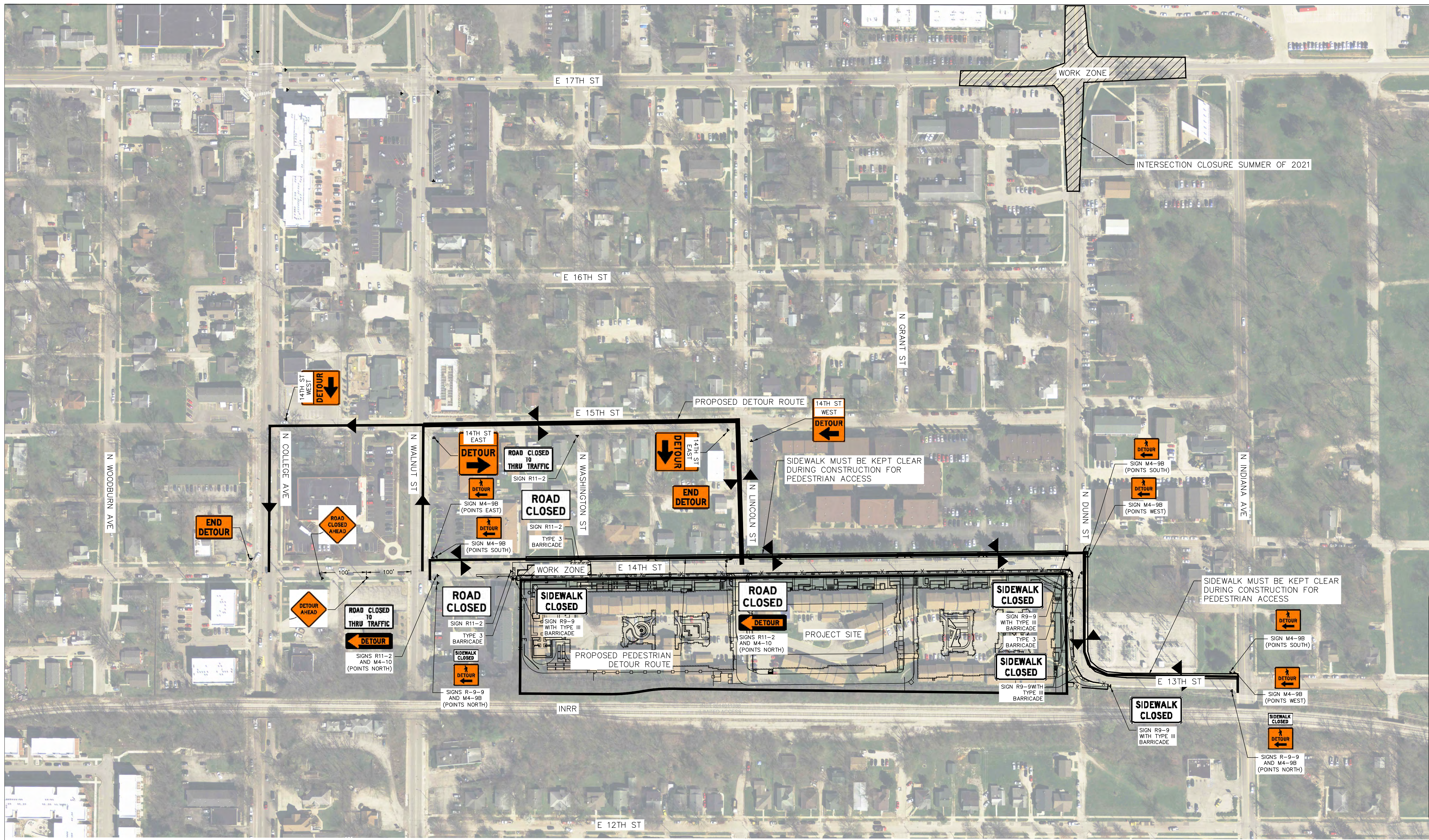
JOB NUMBER 5919
SHEET C803
DATE 08/26/2021
MOT PLAN FOR E 14TH ST CLOSURE PHASE 2B



REVISIONS	BY	DATE

DESIGNED BY	KCK, DJK
DRAWN BY	KCK, DJK
CHECKED BY	KES
DATE	4/22/21

JOB NUMBER	5919
SHEET	C804
DATE	08/26/2021
MOT PLAN FOR E 14TH ST CLOSURE PHASE 4A	



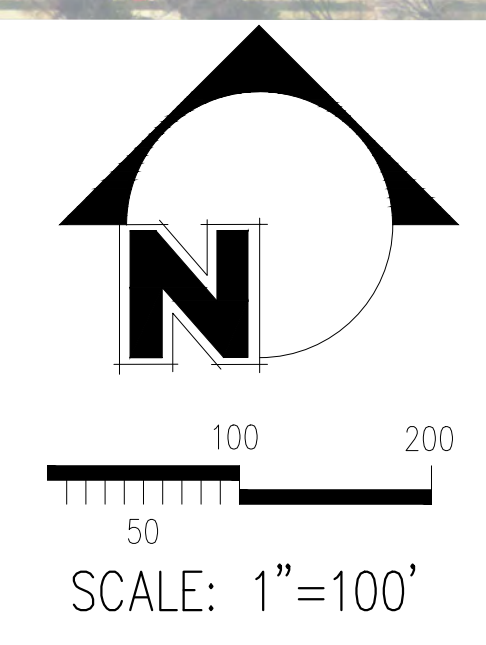
MAINTENANCE OF TRAFFIC PLAN DURING E 14TH ST FULL CLOSURE (PHASE 4A)

MAINTENANCE OF TRAFFIC LEGEND

- CHANNELIZING DEVICE (DRUM)
- LONGITUDINAL CHANNELIZING DEVICE
- ↔ DETOUR ROUTE WITH DIRECTIONAL ARROWS
- X— CONSTRUCTION FENCE

MAINTENANCE OF TRAFFIC NOTES

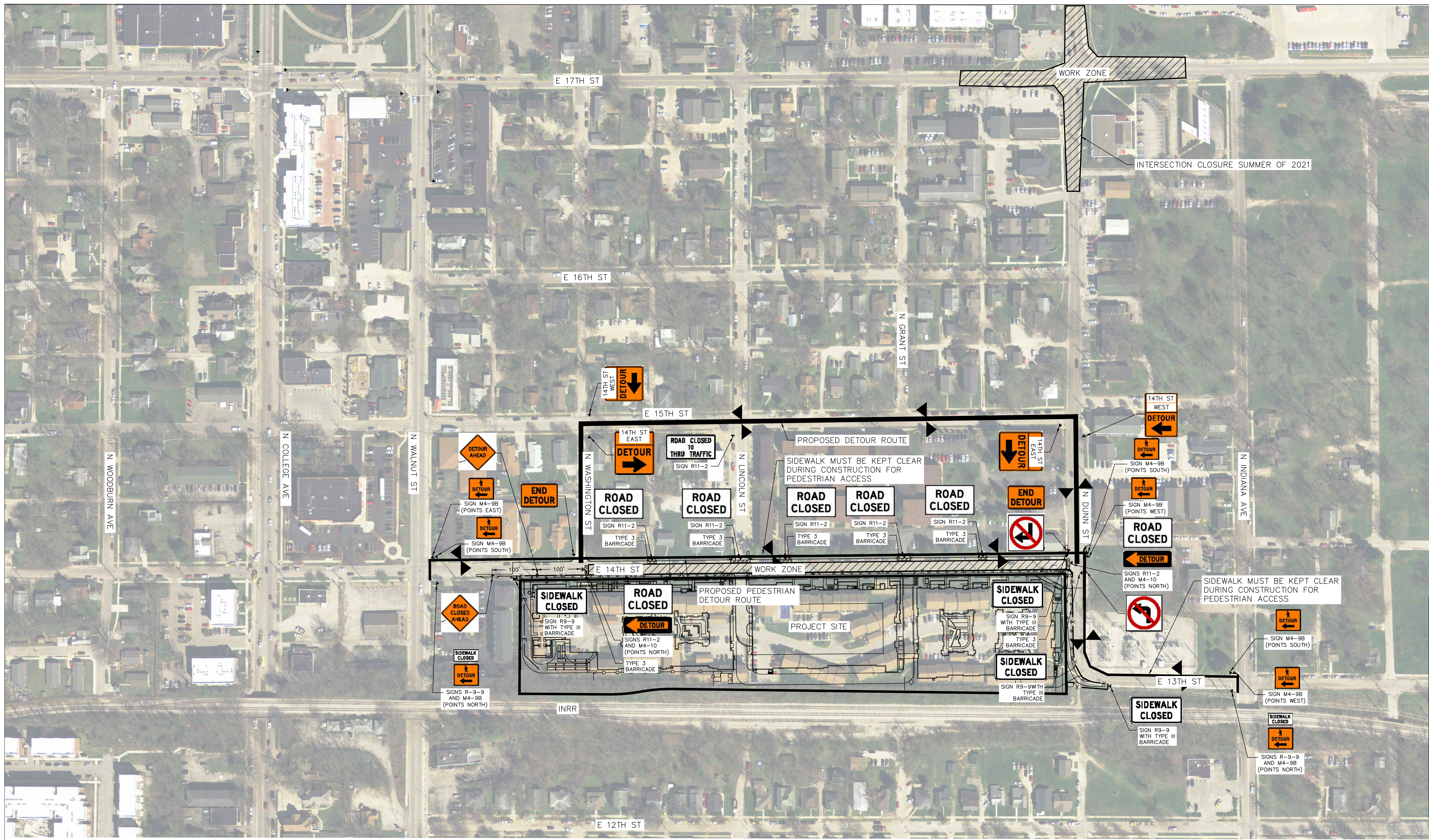
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3. MAINTAIN ACCESS FROM E 14TH ST TO FIRE HYDRANTS AT ALL TIMES DURING CONSTRUCTION.
4. AFTER WORKING HOURS, ROADWAY MAY BE RESTORED TO TWO DIRECTIONAL TRAFFIC WITH PLATES OR ANOTHER METHOD APPROVED BY CITY OF BLOOMINGTON ENGINEERING AND COVER SIGNS.
5. DURING INDIANA UNIVERSITY HOME FOOTBALL GAMES VEHICLE ACCESS IN BOTH DIRECTIONS MUST BE MAINTAINED.



REVISIONS	BY	DATE

DESIGNED BY	KCK, DJK
DRAWN BY	KCK, DJK
CHECKED BY	KES
DATE	4/22/21

JOB NUMBER	5919
SHEET	C805
DATE	08/26/2021
MOT PLAN FOR E 14TH ST CLOSURE PHASE 4B	



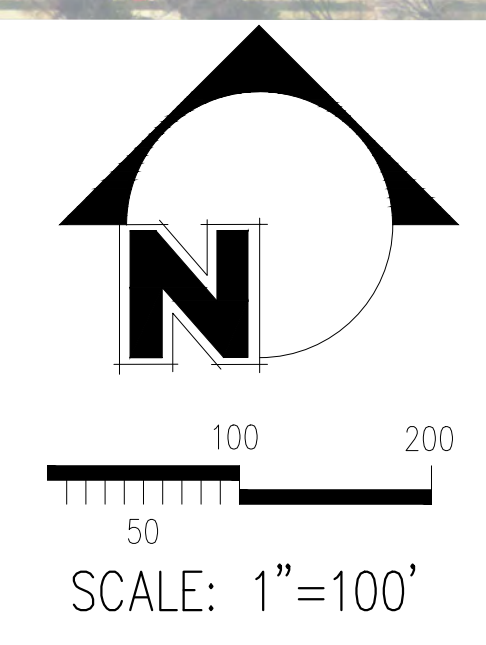
MAINTENANCE OF TRAFFIC PLAN DURING E 14TH ST FULL CLOSURE (PHASE 4B)

MAINTENANCE OF TRAFFIC LEGEND

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- A permit **MUST** be obtained for ALL activities located within the right-of-way such as: excavations, use, obstruction, trenching, boring, etc.
- Expect a 5-7 day (business day) turn-around time on standard permit requests. If permit includes use of the right of way for a Road closure, sidewalk/bike/lane closures on an arterial, or any closure over 14 days expect the turn around time to be longer.
- The applicant **MUST be bonded and insured** with the City of Bloomington to obtain permits to excavate within public Right of Way and for right of way use.
- The applicant **MUST** attach a site plan which identifies the following:
 - (1) The specific location of all utilities already located in the right-of-way.
 - (2) The specific location of all signs already located in the right-of-way.
 - (3) The specific location of all structures already located in the right-of-way.
 - (4) The distance from all streets, alleys, driveways, entrances, intersections, and/or road cuts wherein the excavation will be made and the specific location of the device or structure being installed as a result of the excavation.
 - (5) The specific location of all proposed utilities.
 - (6) Latitude and Longitude of the project location.
- The applicant must specify the area(s) being restricted (traffic lane, shoulder, sidewalk, bike lane or parking lane). Please indicate if restricting access to: Metered parking or Bloomington Transit Bus Stops.
- To apply for a ***TOTAL ROAD CLOSURE***, the applicant must submit an MUTCD compliant maintenance of traffic plan that includes Detour route signs. The application should be submitted for review and approval two (2) weeks prior to the start date to ensure ample review and approval time. The applicant must notify all adjacent affected businesses, churches, schools, and residences of the closure and provide step-by-step directions of traffic detour. Closures are subject to ROW Inspector, Department Director(s), and Board of Public Works approval, so approval times could vary. Closures over 3 days require Board of Public Works approval.
- To apply for a ***SIDEWALK, BIKE LANE OR LANE CLOSURE***, the applicant must submit an MUTCD compliant maintenance of traffic SITE PLAN that includes TYPES and LOCATIONS of all traffic control devices/signs. When a walkaround is required the site plan must include dimensions and location of barricades for the walkaround. The application should be submitted for review and approval two (2) weeks prior to the start date to ensure ample review and approval time. Closures over 14 days require Board of Public Works approval.
- The applicant must identify the exact date or date range for which the work will actually take place. A permit is not officially issued until the inspector listed on the permit is contacted regarding the exact date a sidewalk, lane, bike lane will be closed. If an exact date can't be given at the time the permit is applied for, you must contact our office **72 hrs BEFORE** a closure begins so we are able to update our police, emergency, and transit personnel on our publicly viewed inRoads page. Failure to communicate dates of a closure are subject to penalty in Bloomington Municipal Code. Permits will be considered expired one year after being issued if work has not begun (a new application will need to be submitted if permittee still intends to begin work).
- The applicant must keep crosswalks, ramps and sidewalks unobstructed to ensure they are passable by all types of pedestrians including, visually or hearing impaired or wheelchair bound pedestrians. This also applies to walkarounds.
- An exact legal address of the parcel nearest to the location where the work is taking place is required on each application.
- **ALL EXCAVATIONS** must be inspected. Contact the inspector by phone number listed on each permit. The general contact number is (812) 349-3913.
- Please contact the Utility Coordinator at the City of Bloomington Utilities Department if placing a new or working on an existing sanitary sewer lateral or water line/meter placement. (812)349-3930
- Any brick or inlaid limestone sidewalks or brick-surfaced streets shall remain undisturbed, unless specific permission is given by a representative of the Planning and Transportation Department. If they are disturbed: The surface material shall be taken up, saved, and re-installed to City of Bloomington specifications. Backfill methods and materials must also meet these specifications. These are subject to historic preservation approvals.
- **This application and Additional use of right of way resources listed under 'Public Right of Way Permits and Resources' can be found:** <https://bloomington.in.gov/engineering/resources>
- **A copy of the Regulations for Use of the Right of Way (ORD 20-21) can be found:** <https://bloomington.in.gov/municipal-code>

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 - (4) The distance from all streets, alleys, driveways, entrances, intersections, and/or road cuts wherein the excavation will be made and the specific location of the device or structure being installed as a result of the excavation.
 - (5) The specific location of all proposed utilities.
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CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

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

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

ROW EXCAVATION ROW USE

ADDRESS OF ROW ACTIVITY: 301 E. Brownstone Drive

A. APPLICANT/AGENT INFORMATION: APPLICANT NAME: Matt Mitchell - Senior Project Manager - Landmark Urban Construction E-MAIL: matt.mitchell@landmarkproperties.com COMPANY: Landmark Urban Construction ADDRESS: 315 Oconee St. CITY, STATE, ZIP: Athens, GA 30601 24-HR EMERGENCY CONTACT NAME: Chris Monahan 24-HR CONTACT PHONE #: Chris Monahan INSURANCE #: H20PC3122900 COMPANY: Houston Casualty Co. BOND#: 1081336 COMPANY: Houston Insurance Co. *INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED	D. TRAFFIC CONTROL DEVICES*: <input checked="" type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD <input type="checkbox"/> LIGHTED BARRELS <input checked="" type="checkbox"/> TYPE 3 BARRICADES <input checked="" type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER *PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet
SUBCONTRACTOR INFORMATION (LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: RH Marlin, Inc	E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436
B. WORK DESCRIPTION: <input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): Waterline installation on 14th Street. Phase 2B of MOT Plan. *EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND	F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT? PROJECT NAME: N/A PROJECT #: N/A PROJECT MGR.: N/A *CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY
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For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____

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CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

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

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

ROW EXCAVATION ROW USE

ADDRESS OF ROW ACTIVITY: 301 E. Brownstone Drive

A. APPLICANT/AGENT INFORMATION: APPLICANT NAME: Matt Mitchell - Senior Project Manager - Landmark Urban Construction E-MAIL: matt.mitchell@landmarkproperties.com COMPANY: Landmark Urban Construction ADDRESS: 315 Oconee St. CITY, STATE, ZIP: Athens, GA 30601 24-HR EMERGENCY CONTACT NAME: Chris Monahan 24-HR CONTACT PHONE #: Chris Monahan INSURANCE #: H20PC3122900 COMPANY: Houston Casualty Co. BOND#: 1081336 COMPANY: Houston Insurance Co. *INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED	D. TRAFFIC CONTROL DEVICES*: <input checked="" type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD <input type="checkbox"/> LIGHTED BARRELS <input checked="" type="checkbox"/> TYPE 3 BARRICADES <input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER *PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet
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For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

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Board of Public Works Staff Report

Project/Event: Repair of Flood Damage at Bloomington Police Department

Petitioner/Representative: Department of Public Works, Facilities Division

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

Meeting Date: August 31, 2021

Recent flooding caused a large amount of damage to the Bloomington Police Department Headquarters. Since the building has been dried out and damaged materials removed, we sought bids for the repairs to the building. These repairs are primarily to areas of damaged drywall and flooring.

Bids were solicited from four contractors. One contractor was non responsive. The bids are as follows:

Ann-Kriss, LLC	\$93,234.00
ServPro of Bloomington	\$100,492.40
Building Associates	\$142,700.00
Strauser Construction	Non Responsive

Ann-Kriss, LLC is a contractor that we have worked with on several projects. All quantities in the scope of work were reviewed with the contractor, and we feel confident the bid is correct.

Respectfully submitted,

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

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Ann-Kriss, LLC

Contract Amount: \$93,234.00

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

PURCHASE INFORMATION

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

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

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

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

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

Ann-Kriss was the lowest bidder. They are also considered competent and qualified to make the repairs

J. D. Boruff

Director of Facilities

Public Works

Print/Type Name

Print/Type Title

Department

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT
AND
Ann-Kriss, LLC
FOR
REPAIR OF FLOOD DAMAGE AT BLOOMINGTON POLICE DEPARTMENT

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **repair of flood damage at Bloomington Police Department**, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

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

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

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

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Ninety-Three Thousand, Two Hundred Thirty-Four Dollars (\$93,234.00). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

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

complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

5.05.01

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 Non-Discrimination

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

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

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

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

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

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

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

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

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

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

5.09 **Workmanship and Quality of Materials**

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

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

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

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

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

as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington Public Works Dept.	Ann-Kriss, LLC
Attn: J. D. Boruff, Director of Facilities	Attn: Dave Padgett
P.O. Box 100 Suite 110	736 S. Morton St.
Bloomington, Indiana 47402	Bloomington, Indiana 47403

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

Contractor shall require any subcontractors performing work under this Agreement to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the

subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

5.19 Non-Collusion

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

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

Ann-Kriss, LLC

BY:

BY:

Dana Henke, President

Dave Padgett, Owner

Beth H. Hollingsworth, Vice President

Kyla Cox Deckard, Secretary

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

REPAIR OF FLOOD DAMAGE AT BLOOMINGTON POLICE DEPARTMENT

This project shall include, but is not limited to:

PLEASE NOTE: All labor and materials supplied by Contractor.

Stairs

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Remove & replace rubberized floor surface	270 SQ FT	
Install 4 " cove base molding	64 LF	

LL133 - Corridor

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	122 LF	

LL109

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	121 LF	

LL110

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	29 LF	

LL111

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	37 LF	

LL112

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	62 LF	

LL113/114

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	62 LF	

LL115

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Floor prep (Scrape black residue)	282 SQ FT	
Glue down carpet (High grade)	331 SQ FT	
Install 4 " cove base molding	43 LF	

LL123 - Corridor

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Floor prep (Scrape black residue)	372 SQ FT	
Glue down carpet (High grade)	454 SQ FT	
Install 4 " cove base molding	173 LF	

LL108

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Replace electrical outlets & receptacles	2	
Install 5/8" drywall & Finish	11 LF	Up to 2' height on walls
Prep, prime, & paint - 2 coats		Entire room
Floor prep (Scrape black residue)	121 SQ FT	
Glue down carpet (High grade)	161 SQ FT	
Install 4 " cove base molding	44 LF	

LL107

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Replace electrical outlets & receptacles	2	
Install 5/8" drywall & Finish	23 LF	Up to 2' height on walls
Prep, prime, & paint - 2 coats		Entire room
Floor prep (Scrape black residue)	116 SQ FT	
Glue down carpet (High grade)	156 SQ FT	
Install 4 " cove base molding	45 LF	

LL106

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Replace electrical outlets & receptacles	2	

Install 5/8" drywall & Finish	23 LF	Up to 2' height on walls Entire room
Prep, prime, & paint - 2 coats		
Floor prep (Scrape black residue)	114 SQ FT	
Glue down carpet (High grade)	154 SQ FT	
Install 4 " cove base molding	44 LF	

LL105

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Replace electrical outlets & receptacles	2	
Install 5/8" drywall & Finish	23 LF	Up to 2' height on walls Entire room
Prep, prime, & paint - 2 coats		
Floor prep (Scrape black residue)	116 SQ FT	
Glue down carpet (High grade)	156 SQ FT	
Install 4 " cove base molding	45 LF	

LL104

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Replace electrical outlets & receptacles	2	
Install 5/8" drywall & Finish	23 LF	Up to 2' height on walls Entire room
Prep, prime, & paint		
Floor prep (Scrape black residue)	106 SQ FT	
Glue down carpet (High grade)	154 SQ FT	
Install 4 " cove base molding	43 LF	

LL103

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 5/8" drywall & Finish	12 LF	Up to 2' height on walls Entire room
Prep, prime, & paint - 2 coats		
Floor prep (Scrape black residue)	119 SQ FT	
Glue down carpet (High grade)	158 SQ FT	
Install 4 " cove base molding	44 LF	

LL102

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 5/8" drywall & Finish	21 LF	Up to 2' height on walls Entire room
Prep, prime, & paint - 2 coats		
Floor prep (Scrape black residue)	94 SQ FT	
Glue down carpet (High grade)	134 SQ FT	
Install 4 " cove base molding	41 LF	

LL101

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Replace electrical outlets & receptacles	2	
Install 5/8" drywall & Finish	20 LF	Up to 2' height on walls
Prep, prime, & paint - 2 coats		Entire room
Floor prep (Scrape black residue)	91 SQ FT	
Glue down carpet (High grade)	130 SQ FT	
Install 4 " cove base molding	40 LF	

Sprinkler Riser Room

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	14 LF	

LL117

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 5/8" drywall & Finish	11LF	Up to 2' height on walls
Prep, prime, & paint		Entire room
Floor prep (Scrape black residue)	123 SQ FT	
Glue down carpet (High grade)	134 SQ FT	
Install 4 " cove base molding	46 LF	

LL118

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 5/8" drywall & Finish	11LF	Up to 2' height on walls
Prep, prime, & paint - 2 coats		Entire room
Floor prep (Scrape black residue)	123 SQ FT	
Glue down carpet (High grade)	152 SQ FT	
Install 4 " cove base molding	43 LF	

LL119

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Floor prep (Scrape black residue)	164 SQ FT	
Glue down carpet (High grade)	212 SQ FT	
Install 4 " cove base molding	53 LF	

LL124 - Corridor

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Floor prep (Scrape black residue)	325 SQ FT	

Glue down carpet (High grade)	390 SQ FT	
Install 4 " cove base molding	90 LF	

LL120 - Women's Restroom

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	37 LF	

LL120 - Women's Restroom

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	35 LF	

LL121

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Replace electrical outlets & receptacles	5	
Install 5/8" drywall & Finish	15 LF	Up to 2' height on walls
Prep, prime, & paint - 2 coats		Entire room
Floor prep (Scrape black residue)	278 SQ FT	
Glue down carpet (High grade)	327 SQ FT	
Install 4 " cove base molding	67 LF	

LL125

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Floor prep (Scrape black residue)	195 SQ FT	
Glue down carpet (High grade)	243 SQ FT	
Install 4 " cove base molding	56 LF	

LL126

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Floor prep (Scrape black residue)	163 SQ FT	
Glue down carpet (High grade)	205 SQ FT	
Install 4 " cove base molding	52 LF	

LL127

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Floor prep (Scrape black residue)	120 SQ FT	
Glue down carpet (High grade)	160 SQ FT	
Install 4 " cove base molding	44 LF	

LL129, LL147

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	146 LF	

LL148 - Women's Locker Room

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Rubberized Floor Surface (glued sheets, Poured, or rolled)	427 SQ FT	
Install 4 " cove base molding	70 LF	
Prep, prime, & paint - 2 coats		Entire room
Install new lockers (12" wide x 60" high x 15" deep)	27	lockers provided by contractor

LL145 - Stairs, Stairs 3, Landing 1, Entry

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Rubberized Floor Surface (glued sheets, Poured, or rolled)	273 SQ FT	
Install 4 " cove base molding	70 LF	

LL146 - Holding

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	41 LF	

LL144

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	46 LF	

LL143

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Floor prep (Scrape black residue)	126 SQ FT	
Glue down carpet (High grade)	167 SQ FT	
Install 4 " cove base molding	46 LF	

LL142

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Cabinetry - laminate base units	7 LF	Provided by Contractor
Countertop - laminate	7 LF	Provided by Contractor
Sink - single unit	1	Provided by Contractor
Garbage disposal	1	Provided by Contractor

Plumbing for sink, including fittings and valves	1	Provided by Contractor
Install 4 " cove base molding	50 LF	

LL141

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	54 LF	

LL138 - Men's Locker Room

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Rubberized Floor Surface (glued sheets, Poured, or rolled)	1220 SQ FT	
Install 4 " cove base molding	39 LF	
Prep, prime, & paint - 2 coats		Entire room lockers provided by contractor
Install new lockers (12" wide x 60" high x 15" deep)	85	

LL139 - Men's Restroom

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	48 LF	

Storage

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	15 LF	

LL140

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Floor prep (Scrape black residue)	450 SQ FT	
Glue down carpet (High grade)	505 SQ FT	
Install 4 " cove base molding	90 LF	

LL132 - Corridor, Hall

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	108 LF	

LL130

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	49 LF	

LL131

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	52 LF	

Hold Cell 1

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Floor prep (Scrape black residue)	75 SQ FT	
Glue down carpet (High grade)	114 SQ FT	
Glue down carpet (Premium grade)	393 SQ FT	
Install 4 " cove base molding	35 LF	

Hold Cell 2

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Floor prep (Scrape black residue)	99 SQ FT	
Glue down carpet (High grade)	142 SQ FT	
Glue down carpet (Premium grade)	382 SQ FT	
Install 4 " cove base molding	42 LF	

Hold Office

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	26 LF	

ATTACHMENT 'B'

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

STATE OF INDIANA)
) SS:
 COUNTY OF _____)

AFFIDAVIT

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

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

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

Method of Compliance (Specify) _____

 Signature

Date: _____, 20____

 Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

My Commission #: _____

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

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

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____

Notary Public Signature

Resident of _____ County

Printed Name

Commission Number



Board of Public Works Claim Register

Invoice Date Range 08/18/21 - 09/03/21

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 43430 - Animal Adoption Fees				
Sydney Cash	01-refund adoption fee/rabbies vac-8/23/21		09/03/2021	75.00
	Account 43430 - Animal Adoption Fees Totals	Invoice 1		<u>\$75.00</u>
		Transactions		
Account 43442 - Equipment Deposits				
Zachary Sheldon	01-refund trap deposit-8/20/21		09/03/2021	40.00
	Account 43442 - Equipment Deposits Totals	Invoice 1		<u>\$40.00</u>
		Transactions		
Account 43460 - Medical				
Sydney Cash	01-refund adoption fee/rabbies vac-8/23/21		09/03/2021	15.00
	Account 43460 - Medical Totals	Invoice 1		<u>\$15.00</u>
		Transactions		
Account 52110 - Office Supplies				
6530 - Office Depot, INC	01-permanent markers, pens		09/03/2021	9.82
6530 - Office Depot, INC	01-dry erase board cleaner		09/03/2021	2.31
6530 - Office Depot, INC	01-fly swatters		09/03/2021	11.97
6530 - Office Depot, INC	01-fine markers		09/03/2021	12.69
	Account 52110 - Office Supplies Totals	Invoice 4		<u>\$36.79</u>
		Transactions		
Account 52210 - Institutional Supplies				



Board of Public Works Claim Register

Invoice Date Range 08/18/21 - 09/03/21

4832 - Animal Care Equipment & Services, LLC	01-litter pans	09/03/2021	103.38
4586 - Hill's Pet Nutrition Sales, INC	01-canine/puppy/feline/kitten food-8/6/21	09/03/2021	331.82
4574 - John Deere Financial (Rural King)	01-kitten food, fly strips-8/17/21	09/03/2021	99.92
4574 - John Deere Financial (Rural King)	01-litter-50 40lb bags pellet bedding-8/16/21	09/03/2021	249.50
4549 - Kroger Limited Partnership I	01-rabbit food-romaine lettuce, parsley-8/17/21	09/03/2021	11.35
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (L)-8/4/21	09/03/2021	59.78
4633 - Midwest Veterinary Supply, INC	01-nursing bottles, vitamins, tongue depressors, appetite 8/6/21	09/03/2021	83.78
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (XL), antibiotics, thermometers-7/29/21	09/03/2021	84.07
4633 - Midwest Veterinary Supply, INC	01-fluids-lactated ringers-8/6/21	09/03/2021	75.36
4633 - Midwest Veterinary Supply, INC	01-syringes-7/27/21	09/03/2021	132.80
4633 - Midwest Veterinary Supply, INC	01-antiparasitics (Capstar Tabs)7/29/21	09/03/2021	187.44
4633 - Midwest Veterinary Supply, INC	01-ISO gowns-8/2/21	09/03/2021	195.12
4633 - Midwest Veterinary Supply, INC	01-milk replacers, nursing bottles-8/5/21	09/03/2021	248.16
4633 - Midwest Veterinary Supply, INC	01-supportive therapy, antibiotics, sanitizer-7/27/21	09/03/2021	306.43
4633 - Midwest Veterinary Supply, INC	01-supportive therapies, antiparasitics-8/2/21	09/03/2021	320.50
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (M & L), syringes-7/29/21	09/03/2021	444.50
4633 - Midwest Veterinary Supply, INC	01-antibiotics, vinyl exam gloves (L)-8/4/21	09/03/2021	558.67
Account 52210 - Institutional Supplies Totals		Invoice 17 Transactions	\$3,492.58
Account 52310 - Building Materials and Supplies			
394 - Kleindorfer Hardware & Variety	01-fly strips	09/03/2021	5.98



Board of Public Works Claim Register

Invoice Date Range 08/18/21 - 09/03/21

Account 52310 - Building Materials and Supplies Totals		Invoice 1 Transactions	\$5.98
Account 52340 - Other Repairs and Maintenance			
313 - Fastenal Company	01-laundry detergent-8/11/21	09/03/2021	42.03
Account 52340 - Other Repairs and Maintenance Totals		Invoice 1 Transactions	\$42.03
Account 52430 - Uniforms and Tools			
798 - Winters Associates Promotional Products, INC	01-ACO uniform shirts-incl s/h chgs	09/03/2021	122.36
Account 52430 - Uniforms and Tools Totals		Invoice 1 Transactions	\$122.36
Account 53130 - Medical			
6529 - BloomingPaws, LLC	01-spay/neuter surgeries-8/17 & 8/19/21	09/03/2021	1,402.76
6529 - BloomingPaws, LLC	01-spay/neuter surgeries, x-rays-7/27 & 8/2-8/11/21	09/03/2021	749.57
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-vet visit-8/11/21	09/03/2021	35.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-vet visit-8/12/21	09/03/2021	80.66
Account 53130 - Medical Totals		Invoice 4 Transactions	\$2,267.99
Account 53220 - Postage			
4487 - PMB East, INC (PakMail)	01-BOH shipping-8/10/21	09/03/2021	22.82
Account 53220 - Postage Totals		Invoice 1 Transactions	\$22.82
Account 53510 - Electrical Services			
223 - Duke Energy	19-CH/off site facilities-electric summary bill-7/9-8/9/21	BC 2018-03 09/03/2021	1,628.15
Account 53510 - Electrical Services Totals		Invoice 1 Transactions	\$1,628.15
Account 53530 - Water and Sewer			



Board of Public Works Claim Register

Invoice Date Range 08/18/21 - 09/03/21

208 - City Of Bloomington Utilities	01-ACC-water/sewer bill-July 2021	08/18/2021	663.39
	Account 53530 - Water and Sewer Totals	Invoice 1	<u>663.39</u>
Account 53540 - Natural Gas		Transactions	
222 - Vectren	01-ACC-gas bill 7/2-8/3/21	08/18/2021	208.18
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-July 2021 management fee	08/18/2021	360.10
	Account 53540 - Natural Gas Totals	Invoice 2	<u>568.28</u>
Account 53990 - Other Services and Charges		Transactions	
4045 - Datamars, INC	01-microchip registrations (9)	09/03/2021	89.91
	Account 53990 - Other Services and Charges Totals	Invoice 1	<u>89.91</u>
	Program 010000 - Main Totals	Transactions	
		Invoice 37	<u>9,070.28</u>
		Transactions	
Program 010001 - Donations Over \$5K			
Account 53130 - Medical			
175 - Monroe County Humane Association, INC	01-vet exam-6/10/21	09/03/2021	51.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries, dental surgeries-8/17/21	09/03/2021	1,668.54
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries-8/10/21	09/03/2021	1,843.21
	Account 53130 - Medical Totals	Invoice 3	<u>3,562.75</u>
	Program 010001 - Donations Over \$5K Totals	Transactions	
	Department 01 - Animal Shelter Totals	Invoice 3	<u>3,562.75</u>
		Transactions	
		Invoice 40	<u>12,633.03</u>
		Transactions	
Department 02 - Public Works			
Program 020000 - Main			



Board of Public Works Claim Register

Invoice Date Range 08/18/21 - 09/03/21

Account 52330 - Street , Alley, and Sewer Material

19278 - Milestone Contractors, LP	20-surface-Henderson-149.06 tons-7/29/21-inc. milling credit	BC 2020-78	09/03/2021	38,609.37
			Account 52330 - Street , Alley, and Sewer Material Totals	Invoice 1
				Transactions
				<u>\$38,609.37</u>

Account 52420 - Other Supplies

409 - Black Lumber Co. INC	02-4x10 PVC pipe & leafing pilot supplies for Demo		09/03/2021	24.99
			Account 52420 - Other Supplies Totals	Invoice 1
				Transactions
				<u>\$24.99</u>

Account 54510 - Other Capital Outlays

6070 - 72 Hour LLC (National Auto Fleet Group)	20-2021 Chevrolet Silverado 2500HD 4WD Crew Cab w/snow equip		09/03/2021	45,191.50
6070 - 72 Hour LLC (National Auto Fleet Group)	20-2021 Chevrolet Silverado 2500HD 4WD Crew Cab w/snow equip		09/03/2021	45,191.50
			Account 54510 - Other Capital Outlays Totals	Invoice 2
				Transactions
				<u>\$90,383.00</u>
			Program 020000 - Main Totals	Invoice 4
				Transactions
				<u>\$129,017.36</u>

Program 02RCVR - Recover Forward

Account 54310 - Improvements Other Than Building

18844 - First Financial Bank, N.A.	20-Recover Forward-Bus Stop Project-App #1-7/20/21	BC 2020-107	09/03/2021	8,622.01
7627 - River Town Construction, LLC	20-Recover Forward-Bus Stop Project-App #1-7/20/21	BC 2020-107	09/03/2021	163,817.99
			Account 54310 - Improvements Other Than Building Totals	Invoice 2
				Transactions
				<u>\$172,440.00</u>
			Program 02RCVR - Recover Forward Totals	Invoice 2
				Transactions
				<u>\$172,440.00</u>
			Department 02 - Public Works Totals	Invoice 6
				Transactions
				<u>\$301,457.36</u>

Department 03 - City Clerk

Program 030000 - Main



Board of Public Works Claim Register

Invoice Date Range 08/18/21 - 09/03/21

Account 53310 - Printing

6891 - Gatehouse Media Indiana Holdings	03-Publication Ord 21-30-7/7/21	09/03/2021	74.52
20152 - Municipal Code Corporation	03-Supplement 40, Update 1 to the Code of Ordinances	09/03/2021	878.00
	Account 53310 - Printing Totals	Invoice 2 Transactions	<u>\$952.52</u>
	Program 030000 - Main Totals	Invoice 2 Transactions	<u>\$952.52</u>
	Department 03 - City Clerk Totals	Invoice 2 Transactions	<u>\$952.52</u>

Department 04 - Economic & Sustainable Dev

Program 040000 - Main

Account 53160 - Instruction

259 - Indiana Association Of Cities & Towns (AIM)	04-2021 AIM Ideas Summit: Muncipal Member (Crowley)	09/03/2021	345.00
	Account 53160 - Instruction Totals	Invoice 1 Transactions	<u>\$345.00</u>

Account 53960 - Grants

1422 - Bloomington Playwrights Project, INC	04-2021 Spring BAC Arts Grant Award	09/03/2021	3,000.00
19922 - Center For Sustainable Living, INC	04-2021 Spring BAC Arts Grant Award	09/03/2021	2,000.00
746 - Early Music Associates, INC	04-2021 Spring BAC Arts Grant Award	09/03/2021	1,000.00
7844 - FAR LLC (FAR Center for Contemporary Arts)	04-2021 Spring BAC Arts Grant Award - FAR	09/03/2021	2,000.00
7061 - Flowmotion Events, LLC	04-2021 Spring BAC Arts Grant Award - Flowmotion	09/03/2021	1,500.00
6570 - Forgotten Clefs, INC	04-2021 Spring BAC Arts Grant Award	09/03/2021	1,250.00
6082 - Limestone Media LLC (Limestone Post Magazine)	04-2021 Spring BAC Arts Grant Award	09/03/2021	1,250.00
6633 - Midway Music Speaks	04-2021 Spring BAC Arts Grant Award	09/03/2021	3,000.00



Board of Public Works Claim Register

Invoice Date Range 08/18/21 - 09/03/21

7857 - Rose Zinnia	04-2021 Spring BAC Arts Grant Award - W The Trees	09/03/2021	2,000.00
	Account 53960 - Grants Totals	Invoice 9	<u>\$17,000.00</u>
Account 53970 - Mayor's Promotion of Business		Transactions	
7456 - Brooke Hawkins	04 - Graphic Design for Paper Pavilions Exhibition	09/03/2021	1,800.00
	Account 53970 - Mayor's Promotion of Business Totals	Invoice 1	<u>\$1,800.00</u>
Account 53990 - Other Services and Charges		Transactions	
6515 - Green Camino, INC (Earthkeepers)	04 - Monthly City Composting Fees	09/03/2021	300.00
	Account 53990 - Other Services and Charges Totals	Invoice 1	<u>\$300.00</u>
	Program 040000 - Main Totals	Transactions	
		Invoice 12	<u>\$19,445.00</u>
		Transactions	
Program 04RCVR - Recover Foward			
Account 53960 - Grants			
208 - City Of Bloomington Utilities	04-Waldron-122 S. Walnut-water/sewer bill-July 2021	08/18/2021	47.49
	Account 53960 - Grants Totals	Invoice 1	<u>\$47.49</u>
	Program 04RCVR - Recover Foward Totals	Transactions	
		Invoice 1	<u>\$47.49</u>
	Department 04 - Economic & Sustainable Dev Totals	Transactions	
		Invoice 13	<u>\$19,492.49</u>
		Transactions	
Department 05 - Common Council			
Program 050000 - Main			
Account 53170 - Mgt. Fee, Consultants, and Workshops			
1103 - American Planning Association, Indiana Chapter	05 - Registration -Fundamentals of City Planners - Boustani	09/03/2021	30.00
259 - Indiana Association Of Cities & Towns (AIM)	05-AIM Webinar-New Electronic Meeting Law- Lacy	09/03/2021	25.00



Board of Public Works Claim Register

Invoice Date Range 08/18/21 - 09/03/21

259 - Indiana Association Of Cities & Towns (AIM)	05 - AIM Budgeting Seminar - Sgambelluri		09/03/2021	50.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice 3 Transactions	<u>\$105.00</u>
Account 53960 - Grants				
1138 - BCT Management, INC	05-City Council Programming Support-Q3 2021	BC 2021-19	09/03/2021	13,750.00
	Account 53960 - Grants Totals		Invoice 1 Transactions	<u>\$13,750.00</u>
	Program 050000 - Main Totals		Invoice 4 Transactions	<u>\$13,855.00</u>
	Department 05 - Common Council Totals		Invoice 4 Transactions	<u>\$13,855.00</u>
Department 06 - Controller's Office				
Program 060000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	06-post-it note pads		09/03/2021	1.74
	Account 52110 - Office Supplies Totals		Invoice 1 Transactions	<u>\$1.74</u>
Account 52420 - Other Supplies				
53442 - Paragon Micro, INC	06 Monitor for Cheryl		09/03/2021	421.98
	Account 52420 - Other Supplies Totals		Invoice 1 Transactions	<u>\$421.98</u>
Account 53990 - Other Services and Charges				
5444 - Tyler Technologies, INC	06-Energov Community Development Software		09/03/2021	1,750.00
	Account 53990 - Other Services and Charges Totals		Invoice 1 Transactions	<u>\$1,750.00</u>
	Program 060000 - Main Totals		Invoice 3 Transactions	<u>\$2,173.72</u>
	Department 06 - Controller's Office Totals		Invoice 3 Transactions	<u>\$2,173.72</u>



Board of Public Works Claim Register

Invoice Date Range 08/18/21 - 09/03/21

Department **07 - Engineering**

Program **070000 - Main**

Account **53310 - Printing**

3892 - Midwest Color Printing, INC	07-M. Smethurst-250 business cards		09/03/2021	58.01
3892 - Midwest Color Printing, INC	07-Cibor & Aten-250 business cards		09/03/2021	111.02
Account 53310 - Printing Totals			Invoice 2	\$169.03
			Transactions	

Account **53320 - Advertising**

6891 - Gatehouse Media Indiana Holdings	07- Invitation to Bidders for Walnut Street, Tapp & Deborah		09/03/2021	310.10
Account 53320 - Advertising Totals			Invoice 1	\$310.10
			Transactions	

Account **54310 - Improvements Other Than Building**

7059 - Eagle Ridge Civil Engineering Services, LLC	07-Downtown Curb Ramps PH 3-Inv. date 8/6/21	BC 2021-25	09/03/2021	1,991.25
Account 54310 - Improvements Other Than Building Totals			Invoice 1	\$1,991.25
			Transactions	
Program 070000 - Main Totals			Invoice 4	\$2,470.38
			Transactions	
Department 07 - Engineering Totals			Invoice 4	\$2,470.38
			Transactions	

Department **09 - CFRD**

Program **090000 - Main**

Account **53310 - Printing**

3892 - Midwest Color Printing, INC	09-B. Anderson-250 business cards		09/03/2021	58.01
3892 - Midwest Color Printing, INC	09-J. Madrigal-250 business cards		09/03/2021	58.01
3892 - Midwest Color Printing, INC	09-C. Culp (w/pronouns)-250 business cards		09/03/2021	58.01



Board of Public Works Claim Register

Invoice Date Range 08/18/21 - 09/03/21

3892 - Midwest Color Printing, INC	09-C. Culp-250 business cards	09/03/2021	58.01
	Account 53310 - Printing Totals	Invoice 4	<hr/> \$232.04
		Transactions	
	Program 090000 - Main Totals	Invoice 4	<hr/> \$232.04
		Transactions	
	Department 09 - CFRD Totals	Invoice 4	<hr/> \$232.04
		Transactions	
Department 10 - Legal			
Program 100000 - Main			
Account 52110 - Office Supplies			
6530 - Office Depot, INC	10-plastic cups	09/03/2021	4.09
	Account 52110 - Office Supplies Totals	Invoice 1	<hr/> \$4.09
		Transactions	
Account 53120 - Special Legal Services			
50587 - Barnes & Thornburg LLP	10-Bloomington Hospital reuse project-services-6/11/21	09/03/2021	374.50
7107 - Jawn J Bauer (Bauer & Densford)	10-Jones & McCracken-7/16/21	09/03/2021	62.50
7855 - Veritext LLC	10-court reporting and transcript services-7/29/21	09/03/2021	206.50
	Account 53120 - Special Legal Services Totals	Invoice 3	<hr/> \$643.50
		Transactions	
Account 53310 - Printing			
199 - Monroe County Government	10-recording fees-July 2021-5 copies	09/03/2021	5.00
	Account 53310 - Printing Totals	Invoice 1	<hr/> \$5.00
		Transactions	
Account 53320 - Advertising			
6891 - Gatehouse Media Indiana Holdings	10-public notice roberston sheriff sale-7/20-7/27/21	09/03/2021	85.40
	Account 53320 - Advertising Totals	Invoice 1	<hr/> \$85.40
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 08/18/21 - 09/03/21

Account 53910 - Dues and Subscriptions

204 - State Of Indiana

10- Annual roll of attorney fees-incl. BHRC	09/03/2021	1,260.00
Account 53910 - Dues and Subscriptions Totals	Invoice 1	<u>\$1,260.00</u>
	Transactions	
Program 100000 - Main Totals	Invoice 7	<u>\$1,997.99</u>
	Transactions	

Program 101000 - Human Rights

Account 53910 - Dues and Subscriptions

204 - State Of Indiana

10- Annual roll of attorney fees-incl. BHRC	09/03/2021	180.00
Account 53910 - Dues and Subscriptions Totals	Invoice 1	<u>\$180.00</u>
	Transactions	
Program 101000 - Human Rights Totals	Invoice 1	<u>\$180.00</u>
	Transactions	
Department 10 - Legal Totals	Invoice 8	<u>\$2,177.99</u>
	Transactions	

Department 11 - Mayor's Office

Program 110000 - Main

Account 52110 - Office Supplies

6530 - Office Depot, INC

11-binder tabs, post-it notes	09/03/2021	16.48
Account 52110 - Office Supplies Totals	Invoice 1	<u>\$16.48</u>
	Transactions	

Account 53310 - Printing

3892 - Midwest Color Printing, INC

11-business cards for Andrew Krebbs	09/03/2021	58.01
Account 53310 - Printing Totals	Invoice 1	<u>\$58.01</u>
	Transactions	
Program 110000 - Main Totals	Invoice 2	<u>\$74.49</u>
	Transactions	
Department 11 - Mayor's Office Totals	Invoice 2	<u>\$74.49</u>
	Transactions	



Board of Public Works Claim Register

Invoice Date Range 08/18/21 - 09/03/21

Department **13 - Planning**

Program **130000 - Main**

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

6289 - Clarion Associates, LLC	13-UDO Update Contract Ext.-serv as of 7/31/21	09/03/2021	2,325.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice 1 Transactions	\$2,325.00

Account **53310 - Printing**

3892 - Midwest Color Printing, INC	13-L. Thompson-250 business cards	09/03/2021	43.33
Account 53310 - Printing Totals		Invoice 1 Transactions	\$43.33

Account **54310 - Improvements Other Than Building**

19362 - CrossRoad Engineers, PC	13-7th St Protected Bike Lane Imp-serv. 6/26-7/30/21	BC 2020-94	09/03/2021	46,790.95
Account 54310 - Improvements Other Than Building Totals		Invoice 1 Transactions	\$46,790.95	
Program 130000 - Main Totals		Invoice 3 Transactions	\$49,159.28	
Department 13 - Planning Totals		Invoice 3 Transactions	\$49,159.28	

Department **19 - Facilities Maintenance**

Program **190000 - Main**

Account **52310 - Building Materials and Supplies**

4574 - John Deere Financial (Rural King)	19-face mask	09/03/2021	79.92
4574 - John Deere Financial (Rural King)	19-sandwich bags	09/03/2021	9.95
4574 - John Deere Financial (Rural King)	19- reclosable sandwich bags	09/03/2021	19.90
4574 - John Deere Financial (Rural King)	19-Orexel Imitator week killer	09/03/2021	28.99



Board of Public Works Claim Register

Invoice Date Range 08/18/21 - 09/03/21

138 - Gooldy & Sons, INC	19-T&S Brass Lavatory Faucet for City Hall; inv# S 06864		09/03/2021	140.00
177 - Indiana Oxygen Company, INC	19- Small Acetylene and small HP for City Hall		09/03/2021	38.44
394 - Kleindorfer Hardware & Variety	19-safety vest		09/03/2021	47.96
394 - Kleindorfer Hardware & Variety	19-wasp spray, pipe plug, bolts, paint tape, tri-ball mount, mis		09/03/2021	148.00
394 - Kleindorfer Hardware & Variety	19 - 19- 1 box (200) of paper clips & bag of ice for City Hall		09/03/2021	11.29
394 - Kleindorfer Hardware & Variety	19-Ext. Cords, Washers & nuts, toggle bolts, tie wire twister		09/03/2021	33.48
394 - Kleindorfer Hardware & Variety	19- Chain & hooks, spring snap, switch, cover plate, probe set		09/03/2021	70.59
5819 - Synchrony Bank	19 Facilities supplies for Downtown Maintenance		09/03/2021	15.89
5819 - Synchrony Bank	19- Flush Valve for toilet @ City Hall		09/03/2021	37.74
5819 - Synchrony Bank	19-Dog Waste Bags for City Hall		09/03/2021	119.97
Account 52310 - Building Materials and Supplies Totals			Invoice 14 Transactions	\$802.12
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-7/9-8/9/21		09/03/2021	12,017.22
Account 53510 - Electrical Services Totals			Invoice 1 Transactions	\$12,017.22
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-City Hall-water/sewer bill - July 2021		08/18/2021	853.11
208 - City Of Bloomington Utilities	19-Temp Mtr-Graffiti Team-water/sewer bill-July 2021		08/18/2021	15.48
Account 53530 - Water and Sewer Totals			Invoice 2 Transactions	\$868.59
Account 53610 - Building Repairs				
321 - Harrell Fish, INC (HFI)	19-SA Server Room Screen Clogged on the condensate pump.	BC 2020-75	09/03/2021	107.00



Board of Public Works Claim Register

Invoice Date Range 08/18/21 - 09/03/21

7402 - Nature's Way, INC	19- Plant Maintenance, Inv# 53619	BC 2020-85	09/03/2021	353.43
	Account 53610 - Building Repairs Totals		Invoice 2	<hr/> \$460.43
			Transactions	
Account 53630 - Machinery and Equipment Repairs				
293 - J&S Locksmith Shop, INC	19-Equipment Repair for City Hall Facilities; INV# 226927		09/03/2021	98.32
	Account 53630 - Machinery and Equipment Repairs Totals		Invoice 1	<hr/> \$98.32
			Transactions	
Account 53990 - Other Services and Charges				
7211 - Crisis Cleaning, INC	19-Final Cleanup of homeless camp at 1910 W Third St Inv# 4044		09/03/2021	729.20
	Account 53990 - Other Services and Charges Totals		Invoice 1	<hr/> \$729.20
			Transactions	
	Program 190000 - Main Totals		Invoice 21	<hr/> \$14,975.88
			Transactions	
	Department 19 - Facilities Maintenance Totals		Invoice 21	<hr/> \$14,975.88
			Transactions	
Department 28 - ITS				
Program 280000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	28-18 pack pop up post-it notes		09/03/2021	14.46
	Account 52110 - Office Supplies Totals		Invoice 1	<hr/> \$14.46
			Transactions	
Account 52420 - Other Supplies				
5819 - Synchrony Bank	28 - Zippi desk fan for Seth Tierney		09/03/2021	14.99
5819 - Synchrony Bank	28 - Hand truck and dolly - for ITS staff		09/03/2021	84.99
	Account 52420 - Other Supplies Totals		Invoice 2	<hr/> \$99.98
			Transactions	
Account 53170 - Mgt. Fee, Consultants, and Workshops				



Board of Public Works Claim Register

Invoice Date Range 08/18/21 - 09/03/21

5534 - Presidio Holdings, INC	28-Dispatch Center-door lock issue-7/29/21	09/03/2021	651.45
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice 1	<u>651.45</u>
		Transactions	
Account 53210 - Telephone			
7312 - Thryv, INC(DexYP)	28 - June 2021 Yellow Pages charge for City Hall	09/03/2021	81.30
Account 53210 - Telephone Totals		Invoice 1	<u>81.30</u>
		Transactions	
Account 53640 - Hardware and Software Maintenance			
50972 - CDW, LLC	28 - Server quick release rail kit	09/03/2021	96.99
8750 - Service Express, INC	28 - City Hall increase 7/30-31/2021 & 8/1-12/31/2021	09/03/2021	273.48
Account 53640 - Hardware and Software Maintenance Totals		Invoice 2	<u>\$370.47</u>
		Transactions	
Account 53910 - Dues and Subscriptions			
53442 - Paragon Micro, INC	28-One Microsoft Power BI seat-7/28/21-ITS portion	09/03/2021	9.16
5786 - Promevo, LLC	28 - Three licenses for test domain 8/6/2021-8/6/2022	09/03/2021	216.00
Account 53910 - Dues and Subscriptions Totals		Invoice 2	<u>\$225.16</u>
		Transactions	
Account 54420 - Purchase of Equipment			
53442 - Paragon Micro, INC	28-Laptop, bag, dock for CFRD night ambassador	09/03/2021	1,968.97
53442 - Paragon Micro, INC	28-Eight Dell laptop bags - CARES	09/03/2021	239.92
53442 - Paragon Micro, INC	28 - USB-C power adapter and wireless keyboard - John Colarusso	09/03/2021	133.98
53442 - Paragon Micro, INC	28-Dell 32 inch monitor-Legal-Whitlow	09/03/2021	491.99
53442 - Paragon Micro, INC	28 - 8 UPS units for ITS stock-ITS portion	09/03/2021	519.92
5819 - Synchrony Bank	28 - Two USB C to Ethernet Adapters	09/03/2021	33.96



Board of Public Works Claim Register

Invoice Date Range 08/18/21 - 09/03/21

5819 - Synchrony Bank

28 - Six desk mount anchors for computer cable locks 09/03/2021 76.62

5819 - Synchrony Bank

28 - Two 128GB Micro SD cards for CBU's GoPro 09/03/2021 43.98

Account **54420 - Purchase of Equipment** Totals

Invoice 8 \$3,509.34
Transactions

Program **280000 - Main** Totals

Invoice 17 \$4,952.16
Transactions

Department **28 - ITS** Totals

Invoice 17 \$4,952.16
Transactions

Fund **101 - General Fund (S0101)** Totals

Invoice 127 \$424,606.34
Transactions

Fund 270 - CC Jack Hopkins NR17-42 (S0011)

Department 05 - Common Council

Program 050000 - Main

Account 53960 - Grants

242 - Amethyst House, INC

15-JH2021 Grant-322 W 2nd-kitchen & dining room upgrades 09/03/2021 4,475.00

18311 - New Leaf/New Life, INC

15-JH21 Grant-Hotel Rooms/expenses-June 2021 09/03/2021 5,932.00

Account **53960 - Grants** Totals

Invoice 2 \$10,407.00
Transactions

Program **050000 - Main** Totals

Invoice 2 \$10,407.00
Transactions

Program 05RCVR - Recover Forward

Account 53960 - Grants

174 - Hoosier Hills Food Bank INC

15-JH2021 Grant-reimb. food purchase costs 09/03/2021 35,000.00

7014 - Society of St. Vincent De Paul, Archdiocesan

15-JH21 Grant-utilities assistance to 13 recipients-Inv #3 09/03/2021 3,397.00

Account **53960 - Grants** Totals

Invoice 2 \$38,397.00
Transactions

Program **05RCVR - Recover Forward** Totals

Invoice 2 \$38,397.00
Transactions



Board of Public Works Claim Register

Invoice Date Range 08/18/21 - 09/03/21

Fund 312 - Community Services

Department 09 - CFRD

Program 090014 - Latino Programs

Account 53990 - Other Services and Charges

205 - City Of Bloomington

09-Fiesta del Ontono/Black y Brown Arts Festival mobile stage
Account **53990 - Other Services and Charges** Totals

Invoice 4	\$48,804.00
Transactions	
Invoice 4	\$48,804.00
Transactions	

Program **090014 - Latino Programs** Totals

Invoice 1	\$75.00
Transactions	
Invoice 1	\$75.00
Transactions	

Program G20009 - 2020 COVID Safe Recovery Site

Account 53960 - Grants

1618 - Shalom Community Center, INC

09-Monroe County Isolation Ctr-COVID19 expenses May 2021

09/03/2021 52,064.09

Account **53960 - Grants** Totals
Program **G20009 - 2020 COVID Safe Recovery Site** Totals

Invoice 1	\$52,064.09
Transactions	
Invoice 1	\$52,064.09
Transactions	
Invoice 2	\$52,139.09
Transactions	
Invoice 2	\$52,139.09
Transactions	

Department **09 - CFRD** Totals

Fund **312 - Community Services** Totals

Fund 401 - Non-Reverting Telecom (S1146)

Department 25 - Telecommunications

Program 254000 - Infrastructure

Account 53640 - Hardware and Software Maintenance



Board of Public Works Claim Register

Invoice Date Range 08/18/21 - 09/03/21

13482 - Northern Lights Locating & Inspection, INC	25-line location service-July 2021/ticket locates over allowance	09/03/2021	7,594.00
Account 53640 - Hardware and Software Maintenance Totals		Invoice 1	<u>\$7,594.00</u>
	Program 254000 - Infrastructure Totals	Transactions	
		Invoice 1	<u>\$7,594.00</u>
	Department 25 - Telecommunications Totals	Transactions	
		Invoice 1	<u>\$7,594.00</u>
	Fund 401 - Non-Reverting Telecom (S1146) Totals	Transactions	
		Invoice 1	<u>\$7,594.00</u>
		Transactions	

Fund 450 - Local Road and Street(S0706)

Department **20 - Street**

Program **200000 - Main**

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

223 - Duke Energy	02-1351 College Mall Rd Signal-elec. chgs 6/30-7/30/21		08/18/2021	45.47
223 - Duke Energy	02-6th & Lincoln-meter surface lot-elec. chgs 7/2-8/3/21	BC2019-74	08/18/2021	17.06
223 - Duke Energy	02-Traffic Signal Summary electric bill-7/1-8/2/21		08/18/2021	3,416.08
223 - Duke Energy	02-Street Light Summary Electric bill-8/6/21	BC 2010-23	08/18/2021	43,249.59
603 - Traffic Control Corporation	20-Prempt/Proir Signals for 2/Patterson & 2nd/Landmark	BC 2020-64	09/03/2021	6,710.00
Account 53520 - Street Lights / Traffic Signals Totals		Invoice 5	<u>\$53,438.20</u>	
	Program 200000 - Main Totals	Transactions		
		Invoice 5	<u>\$53,438.20</u>	
	Department 20 - Street Totals	Transactions		
		Invoice 5	<u>\$53,438.20</u>	
	Fund 450 - Local Road and Street(S0706) Totals	Transactions		
		Invoice 5	<u>\$53,438.20</u>	
		Transactions		

Fund 451 - Motor Vehicle Highway(S0708)

Department **20 - Street**



Board of Public Works Claim Register

Invoice Date Range 08/18/21 - 09/03/21

Program 200000 - Main

Account 52210 - Institutional Supplies

313 - Fastenal Company	20-safety supplies-gloves, safety glasses, earplugs-6/16/21	09/03/2021	159.33
313 - Fastenal Company	20-safety supplies-1/2" sting swab-7/30/21	09/03/2021	1.00
313 - Fastenal Company	20-safety supplies-earplugs, 8"x5"-1/2" Ivy X Towels-7/30/21	09/03/2021	23.30
15449 - Rosen & Rosen Industries (R&R Industries)	20-Safety Vests for Crews (36)-incl s/h	09/03/2021	430.58
Account 52210 - Institutional Supplies Totals			Invoice 4 Transactions \$614.21

Account 52420 - Other Supplies

409 - Black Lumber Co. INC	20-Signal/line locate equip-2 pk duracell 9V batteries-8/16/21	09/03/2021	9.99
409 - Black Lumber Co. INC	20-Truck #418-RTU Ground Clear Conc for weed control-8/5/21	09/03/2021	47.94
409 - Black Lumber Co. INC	20-Chainsaw-instant 5 minute Epoxy-8/9/21	09/03/2021	5.79
Account 52420 - Other Supplies Totals			Invoice 3 Transactions \$63.72

Account 53150 - Communications Contract

5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	20-Monthly Radio Services for vehicles-August 2021	09/03/2021	2,321.25
Account 53150 - Communications Contract Totals			Invoice 1 Transactions \$2,321.25

Account 53410 - Liability / Casualty Premiums

20275 - The Travelers Indemnity	20-Payment for damage-S. Melton-DOL 10/18/18	09/03/2021	5,000.00
Account 53410 - Liability / Casualty Premiums Totals			Invoice 1 Transactions \$5,000.00

Account 53510 - Electrical Services

223 - Duke Energy	19-CH/off site facilities-electric summary bill-7/9-8/9/21	BC 2018-03 09/03/2021	394.01
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Board of Public Works Claim Register

Invoice Date Range 08/18/21 - 09/03/21

Account 53510 - Electrical Services Totals		Invoice 1 Transactions	\$394.01
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	20-Street Dept-water/sewer bill-July 2021	08/18/2021	247.58
208 - City Of Bloomington Utilities	20-Street Dept-fire hydrant-water/sewer bill-July 2021	08/18/2021	41.84
208 - City Of Bloomington Utilities	20-Traffic Bldg-water/sewer bill-July 2021	08/18/2021	35.28
Account 53530 - Water and Sewer Totals		Invoice 3 Transactions	\$324.70
Account 53540 - Natural Gas			
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-July 2021 management fee	08/18/2021	22.09
222 - Vectren	20-Traffic Bldg-gas bill 7/7-8/5/21	08/18/2021	18.51
222 - Vectren	20-Street Dept-gas bill 7/7-8/5/21	08/18/2021	18.32
Account 53540 - Natural Gas Totals		Invoice 3 Transactions	\$58.92
Account 53610 - Building Repairs			
321 - Harrell Fish, INC (HFI)	19-SA Voltage Fuse on AC Popped @ Street	BC 2020-75 09/03/2021	271.00
Account 53610 - Building Repairs Totals		Invoice 1 Transactions	\$271.00
Account 53730 - Machinery and Equipment Rental			
351 - Young Trucking, INC	20-Hauling Services for transporting equipment-4/21/21	09/03/2021	550.00
Account 53730 - Machinery and Equipment Rental Totals		Invoice 1 Transactions	\$550.00
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-8/11/21	09/03/2021	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-8/11/21	BC 2009-52 09/03/2021	10.91



Board of Public Works Claim Register

Invoice Date Range 08/18/21 - 09/03/21

Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 2	\$45.19
		Transactions	
Account 53990 - Other Services and Charges			
6152 - K&S Rolloff, INC	20-rolloff serv.-sweeper dumps-7/26/21- #477146/#477098	09/03/2021	400.00
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-8/6/21	09/03/2021	170.00
Account 53990 - Other Services and Charges Totals		Invoice 2	\$570.00
		Transactions	
Program 200000 - Main Totals		Invoice 22	\$10,213.00
		Transactions	
Department 20 - Street Totals		Invoice 22	\$10,213.00
		Transactions	
Fund 451 - Motor Vehicle Highway(S0708) Totals		Invoice 22	\$10,213.00
		Transactions	
Fund 452 - Parking Facilities(S9502)			
Department 26 - Parking			
Program 260000 - Main			
Account 43160 - Lot/Garage Leases - Annual			
William Brandstatter	26-refund garage pkg permit-found other pkg arrangements	09/03/2021	62.00
Adam Hardin	26-refund pkg garage permit-canceled but still charged	09/03/2021	104.00
Benjamin Krebs	26-refund garage pkg permit-found other pkg arrangements	09/03/2021	114.00
Account 43160 - Lot/Garage Leases - Annual Totals		Invoice 3	\$280.00
		Transactions	
Account 52310 - Building Materials and Supplies			
394 - Kleindorfer Hardware & Variety	26-Broom, Dust pan, Spray bottle for Trades Garage	09/03/2021	34.27
Account 52310 - Building Materials and Supplies Totals		Invoice 1	\$34.27
		Transactions	
Account 53510 - Electrical Services			



Board of Public Works Claim Register

Invoice Date Range 08/18/21 - 09/03/21

223 - Duke Energy	19-CH/off site facilities-electric summary bill-7/9-8/9/21	BC 2010-23	09/03/2021	2,371.83
Account 53510 - Electrical Services Totals		Invoice 1 Transactions		<u>2,371.83</u>
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	26-Morton St Garage-water/sewer bill-July 2021		08/18/2021	47.56
208 - City Of Bloomington Utilities	26-Trades Garage-489 W. 10th-water/sewer bill-July 2021		08/18/2021	123.75
Account 53530 - Water and Sewer Totals		Invoice 2 Transactions		<u>\$171.31</u>
Account 53540 - Natural Gas				
222 - Vectren	26-Trades Garage-489 W. 10th-gas bill 7/1-8/2/21		08/18/2021	690.63
Account 53540 - Natural Gas Totals		Invoice 1 Transactions		<u>\$690.63</u>
Account 53610 - Building Repairs				
4483 - City Lawn Corporation	19-SA Mowing at 4th/Washington 6/1,7,14,21,28 inv# 18794	BC 2020-71	09/03/2021	120.00
393 - Kone INC	26-Annual Elevator Maintenance for Morton Street Garage	BC 2021-23	09/03/2021	1,404.69
392 - Koorsen Fire & Security, INC	26- Quarterly Billing for Trades Garage -Fire alm Base & cell/nt	BC 2021-70	09/03/2021	150.00
392 - Koorsen Fire & Security, INC	26- Quarterly Billing for Morton Garage -Fire Alm, Cell/NT	BC 2021-70	09/03/2021	131.72
392 - Koorsen Fire & Security, INC	26-Installation of Fire Extinguishers @ 4th St. Garage		09/03/2021	3,995.00
227 - Otis Elevator Company	26-Repair of Damaged Elevator @ Walnut Garage	BC 2021-46	09/03/2021	3,276.75
Account 53610 - Building Repairs Totals		Invoice 6 Transactions		<u>\$9,078.16</u>
Account 53630 - Machinery and Equipment Repairs				
3397 - Evens Time, INC	26- Repair Gate Arm & Box @ Walnut Garage, INV#9255		09/03/2021	5,595.00
Account 53630 - Machinery and Equipment Repairs Totals		Invoice 1 Transactions		<u>\$5,595.00</u>



Board of Public Works Claim Register

Invoice Date Range 08/18/21 - 09/03/21

				Invoice 15	\$18,221.20
Program 260000 - Main Totals				Transactions	
Department 26 - Parking Totals				Invoice 15	\$18,221.20
Fund 452 - Parking Facilities(S9502) Totals				Transactions	
				Invoice 15	\$18,221.20
				Transactions	
Fund 454 - Alternative Transport(S6301)					
Department 05 - Common Council					
Program 050000 - Main					
Account 54310 - Improvements Other Than Building					
10 - Bledsoe Riggert Cooper & James INC	07-Dunn St. Sidewalk (15th-16th)-Inv. Date 7/31/21	BC 2021-37	09/03/2021		1,295.00
10 - Bledsoe Riggert Cooper & James INC	07-Dunn St. Sidewalk (15th-16th)-Inv. Date 6/30/21	BC 2021-37	09/03/2021		3,885.00
10 - Bledsoe Riggert Cooper & James INC	13 - Walnut (Winslow to Ridgeview) Sidewalk-7/31/21		09/03/2021		4,013.80
Account 54310 - Improvements Other Than Building Totals				Invoice 3	\$9,193.80
				Transactions	
Program 050000 - Main Totals				Invoice 3	\$9,193.80
				Transactions	
Department 05 - Common Council Totals				Invoice 3	\$9,193.80
				Transactions	
Department 13 - Planning					
Program 130000 - Main					
Account 53110 - Engineering and Architectural					
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Neighborhood Greenways-Inv. date 8/6/21	BC 2020-106	09/03/2021		11,773.24
Account 53110 - Engineering and Architectural Totals				Invoice 1	\$11,773.24
				Transactions	
Account 54310 - Improvements Other Than Building					
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Neighborhood Greenways-Inv. date 8/6/21	BC 2020-106	09/03/2021		28,887.59



Board of Public Works Claim Register

Invoice Date Range 08/18/21 - 09/03/21

Account 54310 - Improvements Other Than Building Totals	Invoice 1	\$28,887.59
	Transactions	
Program 130000 - Main Totals	Invoice 2	\$40,660.83
	Transactions	
Department 13 - Planning Totals	Invoice 2	\$40,660.83
	Transactions	
Fund 454 - Alternative Transport(S6301) Totals	Invoice 5	\$49,854.63
	Transactions	
Fund 455 - Parking Meter Fund(S2141)		
Department 09 - CFRD		
Program 090000 - Main		
Account 53960 - Grants		
3164 - New Hope Family Shelter, INC	09-Downtown Outreach-Emergency Motel Prog-2021	2,150.79
	Q2	
	Account 53960 - Grants Totals	\$2,150.79
	Transactions	
	Program 090000 - Main Totals	\$2,150.79
	Transactions	
	Department 09 - CFRD Totals	\$2,150.79
	Transactions	
Department 26 - Parking		
Program 260000 - Main		
Account 52110 - Office Supplies		
5819 - Synchrony Bank	26- Victor Large Angled Acrylic Stand	16.46
	Account 52110 - Office Supplies Totals	\$16.46
	Transactions	
Account 52340 - Other Repairs and Maintenance		
53984 - Dri-Stick Decal Corp. (Rydin Decal)	26-help information stickers for meter housings	762.20
	Account 52340 - Other Repairs and Maintenance Totals	\$762.20
	Transactions	



Board of Public Works Claim Register

Invoice Date Range 08/18/21 - 09/03/21

Account 52420 - Other Supplies

394 - Kleindorfer Hardware & Variety	26-shop towels and paper towels		09/03/2021	9.85
	Account 52420 - Other Supplies Totals		Invoice 1	<u>\$9.85</u>
			Transactions	

Account 53310 - Printing

50680 - Biller Press & Manufacturing, INC	26-parking ticket envelopes		09/03/2021	339.16
	Account 53310 - Printing Totals		Invoice 1	<u>\$339.16</u>
			Transactions	

Account 53910 - Dues and Subscriptions

4170 - Comcast Cable Communications, INC	26-Parking Trans Office Internet Service		08/23/2021	158.45
	Account 53910 - Dues and Subscriptions Totals		Invoice 1	<u>\$158.45</u>
			Transactions	
	Program 260000 - Main Totals		Invoice 5	<u>\$1,286.12</u>
			Transactions	
	Department 26 - Parking Totals		Invoice 5	<u>\$1,286.12</u>
			Transactions	
	Fund 455 - Parking Meter Fund(S2141) Totals		Invoice 6	<u>\$3,436.91</u>
			Transactions	

Fund 456 - MVH Restricted

Department 20 - Street

Program 200000 - Main

Account 52330 - Street , Alley, and Sewer Material

334 - Irving Materials, INC	20-Stratford & Cheyanne Ln-Class A Stone Ash-3.cy-8/2/21	BC 2021-36	09/03/2021	418.00
334 - Irving Materials, INC	20-Sweetbriar Dr-Class A Stone Ash-4 cy-8/4/21	BC 2021-36	09/03/2021	424.00
334 - Irving Materials, INC	20-Sweetbriar Dr-Class A Stone Ash-3.5 cy-8/10/21	BC 2021-36	09/03/2021	471.00
	Account 52330 - Street , Alley, and Sewer Material Totals		Invoice 3	<u>\$1,313.00</u>
			Transactions	



Board of Public Works Claim Register

Invoice Date Range 08/18/21 - 09/03/21

Account 52340 - Other Repairs and Maintenance

480 - Proveli, LLC (Hall Signs, INC)	20-Return of sign materials--7/30/21	09/03/2021	(322.36)
480 - Proveli, LLC (Hall Signs, INC)	20-Sign installation materials-application tape	09/03/2021	775.44
Account 52340 - Other Repairs and Maintenance Totals		Invoice 2 Transactions	\$453.08

Account 52420 - Other Supplies

4574 - John Deere Financial (Rural King)	20-Straw bales for sidewalk projects-8/10/21	09/03/2021	69.90
394 - Kleindorfer Hardware & Variety	20-SW/Sign Crews-yellow striping paint	09/03/2021	11.38
394 - Kleindorfer Hardware & Variety	20-Paving-4 shovels	09/03/2021	55.96
394 - Kleindorfer Hardware & Variety	20-Paver-roll pins	09/03/2021	6.60
394 - Kleindorfer Hardware & Variety	20-Hillside Striping Proj-2 cans striping paint	09/03/2021	11.38
394 - Kleindorfer Hardware & Variety	20-Paver-3 gallon (2) & 2 gallon (2) sprayers	09/03/2021	151.96
Account 52420 - Other Supplies Totals		Invoice 6 Transactions	\$307.18
Program 200000 - Main Totals		Invoice 11 Transactions	\$2,073.26
Department 20 - Street Totals		Invoice 11 Transactions	\$2,073.26
Fund 456 - MVH Restricted Totals		Invoice 11 Transactions	\$2,073.26

Fund 600 - Cumulative Cap Imprv(CIG)(S2379)

Department 02 - Public Works

Program 020000 - Main

Account 52330 - Street , Alley, and Sewer Material

11243 - Core & Main, LP	20-ADA ramps for sidewalks (50)	09/03/2021	2,341.00
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Board of Public Works Claim Register

Invoice Date Range 08/18/21 - 09/03/21

Account 52330 - Street , Alley, and Sewer Material Totals	Invoice 1	\$2,341.00
	Transactions	
Program 020000 - Main Totals	Invoice 1	\$2,341.00
	Transactions	
Department 02 - Public Works Totals	Invoice 1	\$2,341.00
	Transactions	
Fund 600 - Cumulative Cap Imprv(CIG)(S2379) Totals	Invoice 1	\$2,341.00
	Transactions	

Fund **601 - Cumulative Capital Devlp(S2391)**

Department **02 - Public Works**

Program **020000 - Main**

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

19278 - Milestone Contractors, LP	20-surface-Henderson-149.06 tons-7/29/21-inc. milling credit	BC 2020-78	09/03/2021	6,140.82
	Account 52330 - Street , Alley, and Sewer Material Totals		Invoice 1	\$6,140.82
			Transactions	

Account **52420 - Other Supplies**

603 - Traffic Control Corporation	20 Traffic Signal Cellular Connectivity for 22 locations-partial	BC 2020-64	09/03/2021	36,905.00
	Account 52420 - Other Supplies Totals		Invoice 1	\$36,905.00
			Transactions	
	Program 020000 - Main Totals		Invoice 2	\$43,045.82
			Transactions	
	Department 02 - Public Works Totals		Invoice 2	\$43,045.82
			Transactions	

Department **13 - Planning**

Program **130000 - Main**

Account **54310 - Improvements Other Than Building**

5999 - The Etica Group, INC	13-Guardrails PH II (PE)_Design-3/28-7/17/21	BC 2020-62	09/03/2021	6,582.88
	Account 54310 - Improvements Other Than Building Totals		Invoice 1	\$6,582.88
			Transactions	



Board of Public Works Claim Register

Invoice Date Range 08/18/21 - 09/03/21

Program 130000 - Main Totals		Invoice 1	\$6,582.88
Department 13 - Planning Totals		Transactions	
		Invoice 1	\$6,582.88
		Transactions	
Fund 601 - Cumulative Capital Devlp(S2391) Totals		Invoice 3	\$49,628.70
		Transactions	
Fund 730 - Solid Waste (S6401)			
Department 16 - Sanitation			
Program 160000 - Main			
Account 43370 - Other Sales			
204 - State Of Indiana	18-July 2021 Sales Tax	08/18/2021	59.10
Account 43370 - Other Sales Totals		Invoice 1	\$59.10
		Transactions	
Account 52420 - Other Supplies			
409 - Black Lumber Co. INC	16-mailbox & post, hardware-8/16/21	09/03/2021	63.95
Account 52420 - Other Supplies Totals		Invoice 1	\$63.95
		Transactions	
Account 53140 - Exterminator Services			
51538 - Economy Termite & Pest Control, INC	16-Monthly Pest Control	BC 2020-84 09/03/2021	125.00
Account 53140 - Exterminator Services Totals		Invoice 1	\$125.00
		Transactions	
Account 53510 - Electrical Services			
223 - Duke Energy	19-CH/off site facilities-electric summary bill-7/9-8/9/21	BC 2010-23 09/03/2021	97.17
Account 53510 - Electrical Services Totals		Invoice 1	\$97.17
		Transactions	
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	16-Sanitation-water/sewer bill-July 2021	08/18/2021	163.84



Board of Public Works Claim Register

Invoice Date Range 08/18/21 - 09/03/21

Account 53530 - Water and Sewer Totals			Invoice 1 Transactions	\$163.84
Account 53540 - Natural Gas				
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-July 2021 management fee		08/18/2021	5.32
222 - Vectren	16-Sanitation-gas bill 7/2-8/3/21		08/18/2021	46.42
Account 53540 - Natural Gas Totals			Invoice 2 Transactions	\$51.74
Account 53640 - Hardware and Software Maintenance				
7146 - Routeware, INC	16-Antenna-RFID reader install truck #955		09/03/2021	323.85
Account 53640 - Hardware and Software Maintenance Totals			Invoice 1 Transactions	\$323.85
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-8/4/21		09/03/2021	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-8/11/21		09/03/2021	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-8/4/21	BC 2009-52	09/03/2021	7.84
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-8/11/21	BC 2009-52	09/03/2021	7.84
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-8/18/21	BC 2009-52	09/03/2021	7.84
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-8/18/21		09/03/2021	23.26
Account 53920 - Laundry and Other Sanitation Services Totals			Invoice 6 Transactions	\$93.30
Account 53950 - Landfill				
52226 - Hoosier Transfer Station-3140	16-trash disposal fee-7/16-7/31/21		09/03/2021	15,976.88
52226 - Hoosier Transfer Station-3140	16-recycling fees - 7/19-7/29/21		09/03/2021	3,390.05
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	16-yard waste disposal-8 loads-July 2021		09/03/2021	176.00



Board of Public Works Claim Register

Invoice Date Range 08/18/21 - 09/03/21

Account 53950 - Landfill Totals	Invoice 3	\$19,542.93
Program 160000 - Main Totals	Transactions	
Department 16 - Sanitation Totals	Invoice 17	\$20,520.88
Fund 730 - Solid Waste (S6401) Totals	Transactions	
	Invoice 17	\$20,520.88
	Transactions	
	Invoice 17	\$20,520.88
	Transactions	

Fund 800 - Risk Management(S0203)

Department 10 - Legal

Program 100000 - Main

Account 52430 - Uniforms and Tools

327 - Hoosier Workwear Outlet, INC	10-safety shoes-A. Edwards (12)-8/4/21	09/03/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-C. Snider (10EE)-8/9/21	09/03/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-R. Mingee (10 1/2W)-8/9/21	09/03/2021	99.99
327 - Hoosier Workwear Outlet, INC	10-safety shoes-L. Arms (12EE)-8/16/21	09/03/2021	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Farmer (6.5)-6/25/21	09/03/2021	84.99
1448 - Shoe Carnival, INC	10-safety shoes-Moore (11.5)-6/28/21	09/03/2021	99.98
1448 - Shoe Carnival, INC	10-safety shoes-Eppley (8)-6/26/21	09/03/2021	49.98
1448 - Shoe Carnival, INC	10-safety shoes-Carpenter (6.5)-6/30/21	09/03/2021	64.98
1448 - Shoe Carnival, INC	10-safety shoes-Ennis (10.5)-6/30/21	09/03/2021	69.99

Account 52430 - Uniforms and Tools Totals	Invoice 9	\$769.91
	Transactions	

Account 53130 - Medical

7851 - Dave Spansle Dodson	10- reimb for physical for CDL-7/20/21	09/03/2021	97.00
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Board of Public Works Claim Register

Invoice Date Range 08/18/21 - 09/03/21

Account 53130 - Medical Totals	Invoice 1	\$97.00	
	Transactions		
Program 100000 - Main Totals	Invoice 10	\$866.91	
	Transactions		
Department 10 - Legal Totals	Invoice 10	\$866.91	
	Transactions		
Fund 800 - Risk Management(S0203) Totals	Invoice 10	\$866.91	
	Transactions		
Fund 801 - Health Insurance Trust			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990 - Other Services and Charges			
199 - Monroe County Government	12-Implicit Bias Training	09/03/2021	3,000.00
	Account 53990 - Other Services and Charges Totals	Invoice 1	\$3,000.00
		Transactions	
Account 53990.1201 - Other Services and Charges Health Insurance			
17785 - The Howard E. Nyhart Company, INC	12-August Wellness Reimbursements \$4115.00	08/23/2021	4,115.00
	Account 53990.1201 - Other Services and Charges Health Insurance Totals	Invoice 1	\$4,115.00
		Transactions	
	Program 120000 - Main Totals	Invoice 2	\$7,115.00
		Transactions	
	Department 12 - Human Resources Totals	Invoice 2	\$7,115.00
		Transactions	
	Fund 801 - Health Insurance Trust Totals	Invoice 2	\$7,115.00
		Transactions	
Fund 802 - Fleet Maintenance(S9500)			
Department 17 - Fleet Maintenance			
Program 170000 - Main			
Account 52230 - Garage and Motor Supplies			



Board of Public Works Claim Register

Invoice Date Range 08/18/21 - 09/03/21

4693 - Monroe County Tire & Supply, INC	17-tires-ST225/90D16-Advance ST Trailer 10ply bias (4)		09/03/2021	421.00
4693 - Monroe County Tire & Supply, INC	17-brass truck stems (10)		09/03/2021	20.00
4693 - Monroe County Tire & Supply, INC	17-tires-13x6.50-6 Straight Rib 4 ply TL (2)		09/03/2021	60.50
4693 - Monroe County Tire & Supply, INC	17-tires-P235/70R16 G'Year Wrangler (2)		09/03/2021	235.38
4693 - Monroe County Tire & Supply, INC	17-tires-9.50R16.5 F'Stone Transforce HT Blk 10pl (4)		09/03/2021	531.88
4693 - Monroe County Tire & Supply, INC	17-tires-235/75R17 G'Year Wrangler at ADV 109T BW (4)		09/03/2021	558.84
4693 - Monroe County Tire & Supply, INC	17-tires-265/65TR17 GYear Wrangler at ADV 112T Owl (4)		09/03/2021	657.12
4693 - Monroe County Tire & Supply, INC	17-tires-ST235/85R16 Un-All Steel 14Ply (4)		09/03/2021	621.00
4693 - Monroe County Tire & Supply, INC	17-tires-P255/70R17 Yokohama GEO A/T (4)		09/03/2021	661.00
4693 - Monroe County Tire & Supply, INC	17-(4)tires ST235/80R16, Inv# 054334		09/03/2021	401.00
4693 - Monroe County Tire & Supply, INC	17-tires - ST225/75R15, INV# 054348		09/03/2021	85.25
4693 - Monroe County Tire & Supply, INC	17-tires P255/70R17; Inv# 054589		09/03/2021	661.00
Account 52230 - Garage and Motor Supplies Totals			Invoice 12 Transactions	<u>\$4,913.97</u>
Account 52240 - Fuel and Oil				
349 - White River Cooperative, INC	17 - fuel unleaded and diesel, INV# 5722223	BC 2019-107A	09/03/2021	19,384.04
Account 52240 - Fuel and Oil Totals			Invoice 1 Transactions	<u>\$19,384.04</u>
Account 52320 - Motor Vehicle Repair				
4135 - Andy Mohr Truck Center	17-credit for return of Valve		09/03/2021	(82.33)
4135 - Andy Mohr Truck Center	17-AIR BRAKE VALVE; Inv# 1315602		09/03/2021	147.03
1107 - Best Equipment Company, INC	17 - engine display Control		09/03/2021	691.91



Board of Public Works Claim Register

Invoice Date Range 08/18/21 - 09/03/21

1107 - Best Equipment Company, INC	17-Leafer hoses & Intake Nozzle; Inv# SI204427	09/03/2021	2,782.53
244 - Bloomington Ford, INC	17-tank asy-radiator	09/03/2021	105.86
244 - Bloomington Ford, INC	17-valve asy, install spark plugs	09/03/2021	603.51
244 - Bloomington Ford, INC	17-cable asy-batter	09/03/2021	278.18
244 - Bloomington Ford, INC	17-misc ford parts - RTDKey Key	09/03/2021	10.00
244 - Bloomington Ford, INC	17 - #690 OSL repairs check engine light and oil leak	09/03/2021	1,128.29
244 - Bloomington Ford, INC	17- Kit -Jet ford parts	09/03/2021	9.86
244 - Bloomington Ford, INC	17-Rear glass assembly ford parts; Inv# 5073797	09/03/2021	143.62
244 - Bloomington Ford, INC	17-Tube assembly, (3) gaskets & 4 nuts ford parts; Inv# 5073799	09/03/2021	244.01
244 - Bloomington Ford, INC	17 - Ford Taurus information display screen; INV# 5073676	09/03/2021	599.00
941 - Central Indiana Truck Equipment Corporation	17- Relief Cartridge; Inv# 68350	09/03/2021	116.53
941 - Central Indiana Truck Equipment Corporation	17- Filter H.P. - Inv# 68510	09/03/2021	327.96
4335 - Circle Distributing, INC	17-generator asm. (reman)	09/03/2021	321.81
4335 - Circle Distributing, INC	17-part return-BR3Z12B579A	09/03/2021	(127.72)
4335 - Circle Distributing, INC	17 - Connector; Inv# 03NE9546	09/03/2021	21.81
4335 - Circle Distributing, INC	17 - WRG Harn Connector; Inv# 03NE9555	09/03/2021	43.62
4335 - Circle Distributing, INC	17- Ford Oil Filter	09/03/2021	46.92
4335 - Circle Distributing, INC	17 - Brake pads; inv# 03NF6712	09/03/2021	57.49
4335 - Circle Distributing, INC	17 - Stablizer bar and upper ball joint	09/03/2021	80.39
4335 - Circle Distributing, INC	17- Passengar side axle shaft, Inv# 03NF7321	09/03/2021	120.58



Board of Public Works Claim Register

Invoice Date Range 08/18/21 - 09/03/21

4335 - Circle Distributing, INC	17 - Spark plug for 2015 Ford F150 Pickup; Inv# 03NF5163	09/03/2021	165.56
4335 - Circle Distributing, INC	17 - Front arm Assembly; Inv# 03NF5778	09/03/2021	168.25
4335 - Circle Distributing, INC	17 - Brake Rotors; Inv# 03NF6135	09/03/2021	271.42
4335 - Circle Distributing, INC	17 - Front Brake Rotor; Inv# 03NF6710	09/03/2021	405.76
4335 - Circle Distributing, INC	17-Connector; Inv#03NE9545	09/03/2021	21.81
4335 - Circle Distributing, INC	17 - Right and left Stabilizer bars	09/03/2021	80.39
4335 - Circle Distributing, INC	17-2017 ford Police Interceptor; inv# 03NF5565	09/03/2021	120.58
5792 - Clark Truck Equipment Co., INC	17 - motor; Inv# 58506	09/03/2021	360.58
21104 - Cummins Crosspoint, LLC	17 - #550 water pump and gasket	09/03/2021	233.51
21104 - Cummins Crosspoint, LLC	17 - 956 injectors; INV# N8-87167	09/03/2021	5,867.94
21104 - Cummins Crosspoint, LLC	17 - core credit; Inv# N8-87545	09/03/2021	(1,875.00)
594 - Curry Auto Center, INC	17-performed brake bleed, reset code	09/03/2021	182.35
51827 - Fire Service, INC	17-primer valve switch	09/03/2021	104.60
51827 - Fire Service, INC	17-primer pump asy	09/03/2021	1,073.22
796 - Interstate Battery System of Bloomington, INC	17-batteries-LUG4/0	09/03/2021	3.25
796 - Interstate Battery System of Bloomington, INC	17-battery box strap	09/03/2021	4.99
796 - Interstate Battery System of Bloomington, INC	17-batteries-MTP-67R (2)	09/03/2021	198.62
796 - Interstate Battery System of Bloomington, INC	17-batteries-MTP-65HD (5)	09/03/2021	486.25
796 - Interstate Battery System of Bloomington, INC	17-batteries-31-MHD (4), MTP-65HD (1)	09/03/2021	495.37
4439 - JX Enterprises, INC	17-misc Peterbilt parts-sensor-pressure	09/03/2021	52.77



Board of Public Works Claim Register

Invoice Date Range 08/18/21 - 09/03/21

4439 - JX Enterprises, INC	17-misc Peterbilt parts-sensor-prs temperature	09/03/2021	55.93
4439 - JX Enterprises, INC	17-misc Peterbilt parts-starter 39MT 12 tooth w/ocp	09/03/2021	367.99
4439 - JX Enterprises, INC	17-misc. Peterbilt parts-harness-ETR CNT MDL WRG incl. freight	09/03/2021	995.58
6262 - Koenig Equipment, INC	17 - #729 solenoid	09/03/2021	99.99
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-misc MAC parts-sensor	09/03/2021	313.57
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-misc. MAC parts-sensor, core deposit	09/03/2021	457.97
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-misc MAC parts-X27A evel sensor	09/03/2021	590.42
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-misc MAC parts-fan clutch	09/03/2021	634.50
54351 - Sternberg, INC	17-misc international parts-disc clutc302F	09/03/2021	27.74
54351 - Sternberg, INC	17-misc international parts-sensor ass100G	09/03/2021	103.55
54351 - Sternberg, INC	17-misc international parts-motor cont305C	09/03/2021	82.54
54351 - Sternberg, INC	17-misc international parts-breather, H704D	09/03/2021	248.28
54351 - Sternberg, INC	17-misc international parts-pump kit	09/03/2021	495.73
6216 - Terminal Supply, INC	17 - Type 175AG Drill Bit & Round Rocker Switch - f	09/03/2021	54.24
582 - Town & Country Chrysler Dodge Jeep, INC	17-misc parts-nozzle: windshield	09/03/2021	14.32
582 - Town & Country Chrysler Dodge Jeep, INC	17 - #1213 OSL air cond issues	09/03/2021	98.00
582 - Town & Country Chrysler Dodge Jeep, INC	17-Starter + deposit; INV# 5070491	09/03/2021	381.00
582 - Town & Country Chrysler Dodge Jeep, INC	17-misc parts - Block; Inv# 5070519	09/03/2021	646.00
582 - Town & Country Chrysler Dodge Jeep, INC	17-manifold, oring kit & seal for Intake manifold; Inv# 5070521	09/03/2021	670.44
582 - Town & Country Chrysler Dodge Jeep, INC	17-pad kit: rear & front discs	09/03/2021	269.12



Board of Public Works Claim Register

Invoice Date Range 08/18/21 - 09/03/21

622 - Truck Country of Indiana, INC (Stoops Freightliner	17-misc freightliner parts-header Def tank		09/03/2021	345.12
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-misc freightliner parts-header Def tank		09/03/2021	345.12
2096 - West Side Tractor Sales CO.	17 - OSL service for excavator		09/03/2021	557.20
2096 - West Side Tractor Sales CO.	17 - Seal, Bushing, Pin, Bolt jd parts		09/03/2021	423.74
2096 - West Side Tractor Sales CO.	17-misc jd parts - Filter Element, INV# B41429		09/03/2021	139.48
2096 - West Side Tractor Sales CO.	17-misc jd parts - Fuel Filter		09/03/2021	23.59
2096 - West Side Tractor Sales CO.	17-misc jd parts - Fuel Filter		09/03/2021	22.63
6476 - Samuel D Wray (Wray Automotive)	17-alignment BPD vehicle-8/6/21		09/03/2021	50.00
Account 52320 - Motor Vehicle Repair Totals			Invoice 71	\$24,606.87
			Transactions	
Account 52420 - Other Supplies				
409 - Black Lumber Co. INC	17- gallon of Mineral Spirit Paint Thinner		09/03/2021	29.97
7684 - Christopher P Hixson (Hotoco, LLC)	17 - Electric heat source for bolt extraction		09/03/2021	923.75
6759 - InterClean Equipment, LLC	17 - truck wash curtain		09/03/2021	5,495.00
394 - Kleindorfer Hardware & Variety	17-misc parts/supplies		09/03/2021	4.38
394 - Kleindorfer Hardware & Variety	17-2 cans wasp and hornet spray		09/03/2021	11.96
394 - Kleindorfer Hardware & Variety	17-fitting plugs, screws		09/03/2021	55.62
394 - Kleindorfer Hardware & Variety	17-couplers, double snap hooks		09/03/2021	7.76
Account 52420 - Other Supplies Totals			Invoice 7	\$6,528.44
			Transactions	
Account 53140 - Exterminator Services				
51538 - Economy Termite & Pest Control, INC	17- Monthly Pest Control for Fleet Inv# 42722	BC 2020-84	09/03/2021	95.00



Board of Public Works Claim Register

Invoice Date Range 08/18/21 - 09/03/21

51538 - Economy Termite & Pest Control, INC	19-SA One Time Special Service for Yellow Jackets; inv# 43052	BC 2020-84	09/03/2021	150.00
	Account 53140 - Exterminator Services Totals		Invoice 2 Transactions	<u>\$245.00</u>
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-7/9-8/9/21	BC 2018-03	09/03/2021	425.95
	Account 53510 - Electrical Services Totals		Invoice 1 Transactions	<u>\$425.95</u>
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	17-Fleet Maint-water/sewer bill-July 2021		08/18/2021	409.89
	Account 53530 - Water and Sewer Totals		Invoice 1 Transactions	<u>\$409.89</u>
Account 53540 - Natural Gas				
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-July 2021 management fee		08/18/2021	18.20
222 - Vectren	17-Fleet Maint-gas bill 7/7-8/5/21		08/18/2021	47.51
	Account 53540 - Natural Gas Totals		Invoice 2 Transactions	<u>\$65.71</u>
Account 53610 - Building Repairs				
21104 - Cummins Crosspoint, LLC	17-Repair of Shorted Out Generator @ Fleet		09/03/2021	767.40
	Account 53610 - Building Repairs Totals		Invoice 1 Transactions	<u>\$767.40</u>
Account 53620 - Motor Repairs				
244 - Bloomington Ford, INC	17 - #500 OSL latches, Inv# 6191267/1		09/03/2021	290.00
244 - Bloomington Ford, INC	17 - #690 OSL repairs check engine light and oil leak		09/03/2021	1,657.50
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17 - OSL services on Mac Truck		09/03/2021	168.30
2096 - West Side Tractor Sales CO.	17 - OSL service for excavator		09/03/2021	359.80



Board of Public Works Claim Register

Invoice Date Range 08/18/21 - 09/03/21

		Account 53620 - Motor Repairs Totals	Invoice 4 Transactions	\$2,475.60
 Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms, mats and towel, inv# 1824971440	BC 2009-52	09/03/2021	70.60
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniform cleaning for Fleet, Inv# 1824971441	BC 2009-52	09/03/2021	18.81
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms cleaning for Fleet, Inv# 1824981025	BC 2009-52	09/03/2021	19.27
		Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 3 Transactions	\$108.68
		Program 170000 - Main Totals	Invoice 105 Transactions	\$59,931.55
		Department 17 - Fleet Maintenance Totals	Invoice 105 Transactions	\$59,931.55
		Fund 802 - Fleet Maintenance(S9500) Totals	Invoice 105 Transactions	\$59,931.55
 Fund 804 - Insurance Voluntary Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990.1271 - Other Services and Charges Section 125 - URM- City				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		08/18/2021	25.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		08/19/2021	561.26
17785 - The Howard E. Nyhart Company, INC	12-City URM		08/20/2021	190.96
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		08/23/2021	878.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		08/23/2021	305.61
17785 - The Howard E. Nyhart Company, INC	12-City URM		08/24/2021	63.20
17785 - The Howard E. Nyhart Company, INC	12-City URM		08/24/2021	103.72



Board of Public Works Claim Register

Invoice Date Range 08/18/21 - 09/03/21

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/25/2021	66.16
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/26/2021	100.96
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/27/2021	90.88
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals		Invoice 10	\$2,385.75
		Transactions	
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util			
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/18/2021	643.50
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/19/2021	17.32
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/23/2021	56.82
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/23/2021	65.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/23/2021	227.78
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/25/2021	70.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/26/2021	3.65
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/27/2021	5.43
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals		Invoice 8	\$1,089.50
		Transactions	
Account 53990.1283 - Other Services and Charges Health Savings Account			
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	08/26/2021	20,368.96
Account 53990.1283 - Other Services and Charges Health Savings Account Totals		Invoice 1	\$20,368.96
		Transactions	
Program 120000 - Main Totals		Invoice 19	\$23,844.21
		Transactions	
Department 12 - Human Resources Totals		Invoice 19	\$23,844.21
		Transactions	
Fund 804 - Insurance Voluntary Trust Totals		Invoice 19	\$23,844.21
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 08/18/21 - 09/03/21

Fund 978 - City 2016 GO Bond Proceeds

Department 06 - Controller's Office

Program 06016A - 2016 A Signal Modernization

Account 54510 - Other Capital Outlays

20 - Lochmueller Group, INC	13-17th & Dunn Intersection Imp-serv. thru 6/30/21	BC 2019-64	09/03/2021	777.52
	Account 54510 - Other Capital Outlays Totals		Invoice 1	<hr/> \$777.52
	Program 06016A - 2016 A Signal Modernization Totals		Transactions Invoice 1	<hr/> \$777.52
			Transactions	

Program 06016B - 2016 B Ped/Signal/Intersection

Account 54510 - Other Capital Outlays

1959 - Clark Dietz INC	13-3rd & Indiana_Signal Proj-6/1-7/30/21	BC 2020-61	09/03/2021	774.40
5409 - VS Engineering, INC	13-Sare Road Multiuse Path-CI-services thru 2/28/21	BC 2019-142	09/03/2021	16,508.51
5409 - VS Engineering, INC	13-Sare Rd Multiuse Path-CI-services thru 6/30/21	BC 2019-142	09/03/2021	14,550.79
	Account 54510 - Other Capital Outlays Totals		Invoice 3	<hr/> \$31,833.70
	Program 06016B - 2016 B Ped/Signal/Intersection Totals		Transactions Invoice 3	<hr/> \$31,833.70
			Transactions	

Program 06016C - 2016 C Jackson Trail

Account 54310 - Improvements Other Than Building

399 - American Structurepoint, INC	13-Jackson Creek Trail PH II (CE)-Const Inspec-6/1-6/30/21	BC 2020-77	09/03/2021	29,965.30
	Account 54310 - Improvements Other Than Building Totals		Invoice 1	<hr/> \$29,965.30
	Program 06016C - 2016 C Jackson Trail Totals		Transactions Invoice 1	<hr/> \$29,965.30
			Transactions	
	Department 06 - Controller's Office Totals		Invoice 5	<hr/> \$62,576.52
			Transactions	



Board of Public Works Claim Register

Invoice Date Range 08/18/21 -
09/03/21

Fund 978 - City 2016 GO Bond Proceeds Totals	Invoice 5	<u>\$62,576.52</u>
	Transactions	
Grand Totals	Invoice 360	<u><u>\$897,205.40</u></u>
	Transactions	

REGISTER OF CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
9/3/2021	Claims		HSA/WorkComp/MT & Gym/CIGNA		897,205.40
					<u><u>897,205.40</u></u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of **\$ 897,205.40**

Dated this 31st day of August year of 2021.

Dana Henke, President

Beth H. Hollingsworth, Vice President

Kyla Cox Deckard, 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 _____