Board of Public Works Meeting November 4, 2024



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

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

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

Meeting Minutes BOARD OF PUBLIC WORKS October 22, 2024

A Regular Meeting of the Board of Public Work was held **Tuesday, October 22, 2024 at 5:30 p.m.** in the Council Chambers (RM# 115) of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana and via <u>Zoom</u> with President Kyla Cox Deckard presiding.

Present: Kyla Cox Deckard – In Person

Elizabeth Karon – In Person

City Staff: Adam Wason – Public Works

Miranda Beaver – Public Works

Jason Kerr – Engineering

J. Ridgeway- BPD

Jess Goodman – Parking Services

Rebecca Davis - HAND

I. OPENING OF SEALED BIDS

II. MESSAGES FROM BOARD MEMBERS

III. TITLE VI ABATEMENTS

1. Title 6 Abatement – 1520 S. Woodruff Lane Road

Rebecca Davis from the Housing and Neighborhood Development Office presented a Title 6 Abatement for 1520 S. Woodruff Lane. Notices of Violation were issued to the property owner at 1520 S. Woodruff Lane on August 13, 2024, August 19, 2024, September 3, 2024, September 16, 2024, and September 27, 2024. Vegetation throughout the entire property is overgrown and trash remains. The property needs to be abated to eliminate the violation and public nuisance. The HAND staff recommends that the property be abated as soon as reasonably possible and that the order be continuous in nature. Karon asked if HAND had heard from the property owner. Davis responded that the only communication from the property owner was after the first violation. Karon made a motion to approve the Title 6 Abatement at 1520 S. Woodruf Lane. Cox Deckard took a roll call, all in favor, motion passed.

IV. PETITIONS AND REMONSTRANCES

V. CONSENT AGENDA

- 1. Approval of Minutes: October 8, 2024
- 2. Resolution 2024-074 Renew Mobile Vendor Planted Bloomington
- 3. Extension for Near West Side Roundabout Murals
- 4. Approve B-Line Extension Change Orders #3 and #4 Milestone Contractors
- 5. Approve Amendment 2 to On-Call Engineering Services Contract with REA
- 6. Approve First Street Reconstruction Project Change Order #5 Milestone Contractors
- 7. Approve Closure Request for Bynum Fanyo & Associates
- 8. Approval of Payroll

Cox Deckard asked if there were any comments from the Board or the public on the items on the consent agenda. Seeing none, Karon motioned to approve the consent agenda. Cox Deckard took a roll call, all in favor, motion passed.

VI. NEW BUSINESS

1. Approve Amendment #3 to 2019 Agreement Additional Cityworks AMS Inspection and Work Orders APIs for Public Works

Adam Wason, Public Works, presented Amendment 3 to 2019 Agreement with Cityworks AMS Inspection and Work Orders APIs for Public Works. Under this third amendment, Azteca Systems Holdings, LLC (Azteca) will provide the CityWorks AMS Inspection and Work Order APIs for Public Works asset management implementation until the annual renewal begins on March 2, 2025. Beginning March 2, 2025, the API cost will be included in the enterprise license cost, which will be split between the Utilities and the Information & Technology Services departments. The APIs will be used to integrate Cityworks with other City

applications, such as uReport and Treekeeper. Wason spoke on how invaluable this software has been to the Department of Public Works. Karon made a motion to approve Amendment 3 to 2019 Agreement with Cityworks AMS Inspection and Work Orders APIs for Public Works. Cox Deckard took a roll call, all in favor, motion passed.

2. Sidewalk Closure and Driveway Installation for Green Clean Carwash - Blackwell Contractors

Adam Wason, Public Works, presented the Request for Sidewalk Closure and Driveway Installation for Green Clean Carwash with Blackwell Contractors. Blackwell Contractors is working on the construction of Green Clean Carwash at 2002 W. 3rd St. and is requesting the closure of the sidewalk along the north side of W. 3rd St. in front of the property for the installation of a new driveway and sidewalk. The work is in coordination with the W. 3rd St. paving project in the area and will include new curb ramps at the corner of the property. The sidewalk and driveway installation is anticipated to take a month to complete and is planned to begin after Board approval. Green Clean Carwash is also in coordination with CBU to cap and upgrade the water service lines at the location and they are working to have this completed prior to the paving by the City along W. 3rd St. Final timeline for this work is still being established as the water requirements are being completed. Wason stated that the Contractor has stated that they will not need as much time as they originally planned. However, they would like to keep the same schedule. Bloomington resident Joe Davis took the podium to oppose this agenda item. Cox Deckard thanked Davis for his comments. Karon made a motion to approve the Sidewalk Closure and Driveway Installation for Green Clean Carwash – Blackwell Contractors. Cox Deckard took a roll call, all in favor, motion passed.

3. Approve Contract with Presidio for Fire Station 1

Adam Wason, Public Works, presented for approval the Contract with Presidio for Fire Station 1. This contract is for the installation of door access controls at Fire Station 1. This work is part of the renovations being performed currently at Fire Station 1. A contract with Presidio was approved by the Board on June 18, 2024 for these services. However, the contract needed to be renegotiated for some of the items. Staff recommends the approval of this contract with Presidio Networked Solutions, LLC in the amount of \$19,667.69. Bloomington resident Joe Davis took the podium to oppose this agenda item. Cox Deckard thanked Davis for his comments. Karon made a motion to approve the Contract with Presidio for Fire Station 1 Door Controls in the amount of \$19,667.69. Cox Deckard took a roll call, all in favor, motion passed.

4. Approve Contract with Koorsen Fire & Security, LLC for Morton Street Garage Fire Lines Replacement

Adam Wason, Public Works, presented for approval the Contract with Koorsen Fire and Security, LLC for the Morton Street Garage Fire Lines Replacement. The fire lines are in need of replacement according to an assessment done by Applied Engineering. The cost for the repairs is \$34,530.00. Staff recommends this contract with Koorsen Fire and Security, LLC be approved. Bloomington resident Joe Davis took the podium to oppose this agenda item. Cox Deckard thanked Davis for his comments. Karon made a motion to approve the Contract with Koorsen Fire and Security, LLC for the Morton Street Garage Fire Lines in the amount of \$34,530.00. Cox Deckard took a roll call, all in favor, motion passed.

5. Approve Contract with Mann Plumbing, Inc. for Morton Street Garage Water Lines Replacement

Adam Wason, Public Works, presented the Contract with Mann Plumbing, Inc. for the Morton Street Garage Water Lines Replacement. The water lines are in need of removal and replacement. The current copper water lines are more susceptible to freezing and bursting. The PEX lines are freeze resistant and flexible, allowing for the pipe to expand without cracking. Hydrants will also be installed on every floor in each stairwell to have access to water for cleaning the decks. The total contract is for \$16,000.00. Staff recommends that the contract with Mann Plumbing, Inc. be approved. Bloomington resident Joe Davis took the podium to oppose this agenda item. Cox Deckard thanked Davis for his comments. Karon made a motion to approve the Contract with Mann Plumbing, Inc. for the Morton Street Garage Water Lines Replacement in the amount of \$16,000.00. Cox Deckard took a roll call, all in favor, motion passed.

VII. STAFF REPORTS & OTHER BUSINESS

1. Update to Sidewalk Improvement Plan 2024 – Adam Wason, Director of Public Works

Adam Wason, Public Works, gave a quick presentation with pictures of the sidewalks that are slated to be repaired or replaced around the city. The city will be replacing the brick sidewalks with a stamped brick. This will cut down on the instances of missing brinks along these sidewalks. An update with more information will be given at the next meeting.

VIII. APPROVAL OF CLAIMS

Cox Deckard asked if there were any questions or comments on the claims as they have been presented. Bloomington resident Joe Davis took the podium to oppose this agenda item. Cox Deckard thanked Davis for his comments. Karon made a motion to approve the Claims in the amount of \$1,607,895.86. Cox Deckard took a roll call, all in favor, motion passed.

IX. ADJOURNMENT

Cox-Deckard adjourned the meeting at 5:55 pm.



Board of Public Works Staff Report

Project/Event: Canopy of Lights

Petitioner/Representative: Downtown Bloomington, Inc.

Staff Representative: Miranda Beaver

Meeting Date: November 04, 2024

Event Date: November 29, 2024

The Canopy of Lights is an annual event sponsored by Downtown Bloomington, Inc., and is free and open to the public. Downtown Bloomington, Inc. is requesting 4 parking spaces on Kirkwood from Wednesday, November 27th at 8 am to Saturday, November 30th at 9 am for placement of the stage.

Downtown Bloomington, Inc. is also requesting Kirkwood Avenue between College Avenue and Walnut Street be closed to vehicular traffic and parking on Friday, November 29th between 3:00 p.m. and 8:00 p.m. as well as 4 parking spaces along College Ave. across from The Tap be closed on Friday, November 29th, between 3:00 p.m. and 9:00 p.m.

It is anticipated this event will attract 5000 participants to the Downtown area.

The resolution includes a noise waiver for amplified music.

BOARD OF PUBLIC WORKS RESOLUTION 2024-073

Canopy of Lights

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

WHEREAS, Downtown Bloomington, Inc., (hereinafter "Sponsor") is desirous of closing Kirkwood Avenue to traffic and parking between Walnut Street and College Avenue for activities in conjunction with the Canopy of Lights on the downtown square; and

WHEREAS, Sponsor has agreed to provide all traffic control as deemed necessary and as instructed by the City of Bloomington Engineering and/or Bloomington Police Department and to incur the complete cost; and

WHEREAS, Sponsor has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

NOW, THEREFORE, BE IT RESOLVED:

- 1. That the City of Bloomington Board of Public Works declares that Kirkwood Avenue between Walnut Street and College Avenue be temporarily closed to parking and to traffic from 3:00 p.m. until 9:00 p.m., Friday, November 29, 2024, and for the general public to occupy the streets, Friday, November 29, 2024 from 6:00 p.m. until 8:00 p.m. while watching the entertainment and lighting of the downtown square. In addition, 4 parking spaces on College Ave. across from The Tap will be blocked on Friday, November 29, 2024 from 3:00 p.m. to 9:00 p.m., for members of the Brass Band.
- 2. The City of Bloomington will provide and set up jersey style water filled barricades at 3:00 p.m. and fill at 4:30 pm on November 29, 2024. Jersey style water filled barricades water barriers will be removed as part of clean-up.
- 3. The Stage for this event will require eight parking spaces on the south side of Kirkwood to be used for stage from Wednesday, November 27, 2024 from 8:00 a.m. to Saturday, November 29, 2024 at 9:00 a.m.
- 4. Sponsor shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Engineering Department. Sponsor shall obtain, and place at Sponsor's own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers for protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate
- 5. Sponsor shall be responsible for obtaining any and all required permits as well as being responsible

RESOLUTION 2024-073

for all legal and financial expenditures, and to obtain from any and all appropriate entities the necessary permission to use private property.

- 6. Sponsor shall be responsible for all clean-up that may be necessary as a result of the event to be completed by 9:00 p.m., Friday, November 29, 2024. Clean-up shall include removal of any temporary "no parking" signage.
- 7. That by granting permission to utilize City property to facilitate this activity, the Board of Public Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified music may be played during the hours of the event.
- 8. Sponsor shall be responsible for notifying the general public in advance by notice to the press, Bloomington and IU Transits, local cab companies and all emergency services 48 hours prior to the event and the fact that vehicular traffic may be temporarily delayed at times.
- 9. That in consideration for the use of the City's property and to the fullest extent permitted by law, Downtown Bloomington Inc., for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, 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") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.

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

ADOPTED THIS 4th DAY OF NOVEMBER 2024.

BOARD OF PUBLIC WORKS:	DOWNTOWN BLOOMINGTON, IN		
Kyla Cox Deckard, President	Signature		
Elizabeth Karon, Vice President	Printed Name		
James Roach, Secretary	Position		



SPECIAL EVENT APPLICATION

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

1. APPLICANT INFORMATION

Contact Name:	Talisha Coppock		
Contact Phone:	812-360-3681	Mobile Phone:	Same
Title/Position:	Executive Director		
Organization:	Downtown Bloomington Inc		
Address:	302 S College Avenue		
City, State, Zip:	Bloomington IN 47401		
Contact E-Mail Address:	tcoppock@downtownbloomington.com		
Organization E-Mail and URL:	www.downtownbloomington.com		
Org Phone No:	812-336-3681	Fax No:	

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

City Parks and Recreation		
401 N Morton		
Bloomington In 47401	Statistics of the state of the	SECRETARIO O PROPERTO DE CONTRACTOR DE CONTRACTOR DE CONTRACTOR DE CONTRACTOR DE CONTRACTOR DE CONTRACTOR DE C
Crystal		THE STREET S
812-349-3700	Mobile Phone:	
B97		
Century Village		
Bloomington IN 47401		
812-336-8000	Mobile Phone:	
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		an and special control of the second control
	Mobile Phone:	verillida
	401 N Morton Bloomington In 47401 Crystal 812-349-3700 B97 Century Village Bloomington IN 47401	401 N Morton Bloomington In 47401 Crystal 812-349-3700 Mobile Phone: B97 Century Village Bloomington IN 47401 812-336-8000 Mobile Phone:

3. EVENT INFORMATION

Type of Event	●受□ Metered Parking Space(s) □ Run/Walk □ Festival □単型 Block Party □ Parade □ Art in the Right of Way 型型□ Other (Explain below in Description of Event)				
Date(s) of Event:	November 29, 202	4			
Time of Event:	Date:Novem	Start:	Date:	End:	
	ber 29	6 pm	November 29	8 pm	
Setup/Teardown time Needed	Date:11/29	Start: 3 pm	Date:11/29	End:9 pm	
Calendar Day of Week:	Friday				
	Downtown lighting of holiday lights with Constellation performance of Wizard of Oz, Dancing Elves. Santa Lighting Canopy of Lights – Bloomington Brass Band on Stage 3 vendors serving drinks and pastries Public officials leading community sing along.				
Description of Event:	iption of Event:				
Expected Number of Participants:	 Stage is set by Bloomington Parks Department at 8 am on Wednesday, November 27. (4 parking spaces in front of Fountain Square mid block) Event begins set up on Friday at 3 pm. Event starts 6 pm. Ends 8 pm. Teardown ends 9 pm Block 4 spaces on College from 3 pm to 9 pm for parking (Across from The Tap) 5,000 Expected # of vehicles (Use of Parking Spaces to close): 				

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

承	 A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked The ending point shall be clearly marked Each intersection along the route shall be clearly identified A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed)
¥	Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
¥	A properly executed Maintenance of Traffic Plan • Determine if No Parking Signs will be required
¥	Noise Permit application

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

	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified)					
	The starting point shall be clearly marked					
	The ending point shall be clearly marked					
	 The number of lanes to be restricted on each road shall be clearly marked 					
	Each intersection along the route shall be clearly identified					
	 A notation of how each intersection is to be blocked shall be specifically noted at each intersection (i.e.: Type 3 barricades and/or law enforcement); and 					
	 The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize 					
	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)					
	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit •Not applicable					
	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.					
	A properly executed Maintenance of Traffic Plan					
	*Determine if No Parking Signs will be required * Determine if Barricades will be required					
	Secured a Parade Permit from Bloomington Police Department Not applicable					
Ц	Noise Permit application · Notapplicable					
	Waste and Recycling Plan if more than 100 participates (template attached)					
I						

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

	- The state of the			
承	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked The ending point shall be clearly marked The number of lanes to be restricted on each road shall be clearly marked Each intersection along the route shall be clearly identified A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize			
*	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)			
	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit XXXIIINot applicable			
¥	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required			
¥	Noise Permit application • Not applicable			
	Beer & Wine Permit XX • Not applicable			
*	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE : To Public Works no later than five days before event.			
*	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)			
¥	Waste and Recycling Plan if more than 100 participates (template attached)			

7. CHECKLIST

X	Determine type of Event
	Complete application with attachment: Detailed Map Proof of notification to businesses/residents (copy of letter/flyer/other) Maintenance of Traffic Plan Noise Permit Application (if applicable) Certificate of Liability Insurance Secured a Parade Permit from Bloomington Police Department (if applicable) Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) Waste and Recycling Plan (if applicable) For art installations: an accurate depiction of the design of private art to scale, dimensions of the art, placement on the detailed map of proposed location of the art, and the name and qualifications of the artist
	Date Application will be heard by Board of Public Works
	Approved Parks Special Use Permit (if using a City Park)
	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
	If applicable, acknowledgment of compliance with the City of Bloomington Policy and Procedures on Private Art Installations within the Public Right of Way (Policy attached with application)

FOR CITY OF BLOOMINGTON USE ONLY

FOR CITY OF B	LOOMINGTON USE ONLY		
Date Received:	Received By: Economic & Sustainable Development	Date Approved:	Approved By:
	Bloomington Police		
	Bloomington Fire		The state of the s
	Engineering		
	Legal		
	Parking Enforcement		
	Transit		
	Office of the Mayor		
	Utilities		
	Public Works		***
	Board of Public Works		The Tributanian control and an array of the state of the



Date

NOISE PERMIT

City of Bloomington 401 N. Morton St., Suite120 Bloomington, Indiana47404 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 Miranda Beaver with any questions: (812) 349-3411 or miranda.beaver@bloomington.in.gov

Event and Nois	se Inf	ormation					
Name of Event:		Canopy of Lights					
Location of Event:		Kirkwood Avenu	e between	College	and W	⁷ alnut	
Date of Event:		November 29, 20	24		:		Start:6 pm
Calendar Day of W	/eek:	Friday		7		Time of Event:	End:9 pm
Description of Event:		Lighting of down	town Squ	are for the	holid		
Source of Noise:		xxxxLive Band	☐ Ins	trument	XXX	xLoudspeaker	Will Noise be Amplified?
Is this a Charity E	vent?	xxxxYes No	If Yes,	to Benef	it: Do	wntown Holidays	
Applicant Info	rmati	on .	***************************************			***************************************	
Name:	Talisl	na Coppock					er i en
Organization:	Dowr	ntown Bloomingtor			Title:	Executive Director	
Physical Address:	302 S	College Avenue					
Email Address:	tcopp	ock@downtownblo	oomingtor	n.com		Phone Number:	812.360.3681
Signature:	Talisł	alisha Coppock Tour Cases			S.	Date:	October 21, 2024
FOR CITY OF B	LOOI	MINGTON USE	ONLY	- 1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1			7976.
In accordance w Public Works, th Noise Ordinance BOARD OF PUBL	e des for tl	ignee of the Ma ne above menti	ayor of t	he City	ngto of Blo	n Municipal Coc oomington, her	le, We, the Board of eby waive the City
Kyla Cox Deckard,	Presid	ent		Elizab	eth K	aron, Vice-Preside	ent

James Roach, Secretary

Waste and Recycling Management Plan Template

Event name: Canopy of Lights
Number of expected attendees: 5,000
Number of food vendors: 2
Number of other vendors: 1

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

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

TIP: Recycling bins should be visually distinct from waste bins, and all bins should be clearly labeled for easy use by attendees.

ClearStream recycling bins are available for use through Downtown Bloomington, Inc.

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

Type of waste	Collection plan
<containers>*</containers>	<recycling, composting,="" etc.=""></recycling,>
<mixed paper=""></mixed>	<recycling in="" on-site,<br="">designated bins staffed by volunteers></recycling>
<food waste=""></food>	Composting bins, waste bins, etc.>

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

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

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

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

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

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



RE: Notice of Public Meeting

Dear Sir or Madam:

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in the Public Right Way for <u>Canopy of Lights Downtown Holiday Lighting</u>.

The Board of Public Works meeting to hear this request will be on <u>November 19</u> at 5:30 PM. Board of Public Works meetings are held virtually via zoom and in person in the City of Bloomington Council Chambers at City Hall, 401 N. Morton Street, Bloomington, Room 115.

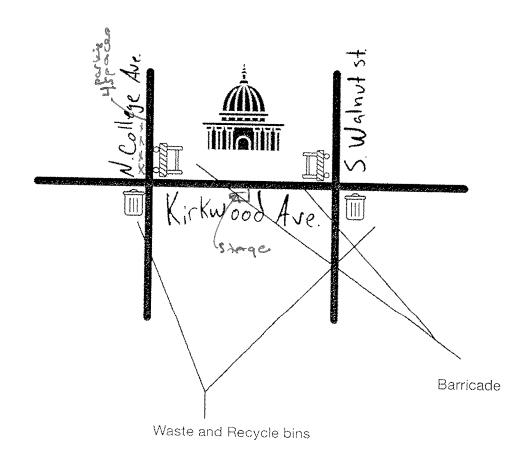
Zoom information for the meeting may be found on the Public Works web page at https://bloomington.in.gov/boards/public-works or you may also call 812.349.3411 for zoom information.

The proposal for this event will be on file and may be examined in the Public Works office on Friday November 15, 2024 prior to the Tuesday, November 19, 2024 meeting. All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone you may call 812.349.3411 or email public.works@bloomington.in.gov.

Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

BOARD OF PUBLIC WORKS CITY OF BLOOMINGTON, INDIANA

Petitioner:	
Date:	



- Close Kirkwood between College Ave. and Walnut St.
- "No Parking" signs required for Kirkwood between College Ave. and Walnut St. and 4 extra "no parking" for elderly accessibility on College Ave. East side, North of Kirkwood.
 - Intersections will not be blocked for traffic at College Ave. and Walnut St.
 - Place barricades inside each.



Project/Event: Mobile Vendor in Right of Way

PW Resolution No: 2024-075

Petitioner/Representative: Elizabeth Tragesser, Owner of Cup of Joy, LLC

Staff Representative: Susan Coates

Meeting Date: 11/04/2024

Cup of Joy, LLC, by its owner, Elizabeth Tragesser, has applied for a Mobile Vendor License to operate a food truck/trailer. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will be selling food via a mobile kitchen, food truck or trailer.

This application is for 1 year.

Staff is supportive of the request.

RESOLUTION 2024-075 CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS Mobile Vendor in Public Right of Way

Cup of Joy, LLC

WHEREAS, the Board of Public Works is empowered by Indiana Code § 36-9-6-2 to supervise the streets, alleys, sewers, public grounds, and other property of the City of Bloomington ("City");

WHEREAS, Cup of Joy, LLC ("Vendor"), is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

WHEREAS, the issuance of a Mobile Vendor License under Bloomington Municipal Code 4.28 requires Vendor to submit documentation to the City—set forth at Bloomington Municipal Code 4.28.050—including an independent safety inspection, an open burn permit issued by the City of Bloomington Fire Department, and all applicable permits required by the Monroe County Health Department;

WHEREAS, Vendor has agreed to the Standards of Conduct set forth in Bloomington Municipal Code 4.28.160 and signed the Release, Hold-Harmless, and Indemnification Agreement as required by Bloomington Municipal Code 4.28.090;

WHEREAS, Vendor desires to be able to use "City property" as defined in Bloomington Municipal Code 4.28.010, which includes public on-street parking, on a temporary and transient basis for the purpose of selling food via a mobile kitchen, food truck or trailer; and

WHEREAS, under the Bloomington Municipal Code, approval to use public on-street parking and sidewalks is provided by the Board of Public Works via resolution;

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

- 1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen, food truck or trailer for 1 year beginning 11/7/2024, and ending on 11/7/2025.
- 2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.28 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above. Operating a mobile vendor without a business license is a violation of Bloomington Municipal Code 4.28.180(a)(1), and would subject Vendor to a fine of \$2,500 for the first offense.
- 3. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.28 of the Bloomington Municipal Code—attach to this approval:
 - a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
 - b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor's operation on City property.
 - c. Vendor may locate his business in a public parking space within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.

- d. Vendor shall remove his business from a public parking space within a reasonable time, no more than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
- e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.28 (Mobile Vendors), and (2) all City parking regulations, restrictions, and ordinances.
- f. Vendor is prohibited from operating within a one block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:
 - 1) City of Bloomington Farmers' Market;
 - 2) City of Bloomington Holiday Market;
 - 3) The Taste of Bloomington;
 - 4) Lotus World Music and Arts Festival;
 - 5) The Fourth Street Festival;
 - 6) Arts Fair on the Square;
 - 7) Strawberry Festival;
 - 8) Canopy of Lights;
 - 9) Fourth of July Parade; and
 - 10) Any other special events approved by the City Controller.

ADOPTED THIS THE 4th DAY OF NOVEMBER, 2024.

BOARD OF PUBLIC WORKS:	
Kyla Cox Deckard, President	
ityla cox beekara, i resident	
Elizabeth Karon, Vice President	
James Roach, Secretary	
LL TERMS AND CONDITIONS CON' AND AGREED TO BY VENDOR:	TAINED IN THIS RESOLUTION 2024-075 ARE ACCEPTABLE
	Date:
lizabeth Tragesser	



Business License Cover Sheet

Business Name	Cup of Joy, LLC
License Type	Mobile Vendor License
Contact	Elizabeth Tragesser
Phone	812-272-7582
Email	cupofjoyfoodtruck@gmail.com
BPW Resolution No (if applicable)	2024-075
Issue Date of License	11/7/2024
Expiration Date of License	11/7/2025
Scanned?	
Renewal Date for License	11/7/2025
Department Head	Jane Kupersmith
Record Destruction Date	11/7/2028
ESD Tracking No	N/A
Document Physical Filing Location	2-drawer file cabinet at ESD Admin's desk
Document Digital Filing Location	I:\common\Economic Development\BUSINESS\Business Licensing\Licenses\Mobile Vendor License\Businesses



MOBILE VENDOR LICENSE APPLICATION

City of Bloomington Department of Economic and Sustainable Development 401 N. Morton St. Suite 150 Bloomington, Indiana 47404 812-349-3418

1. License Length and Fee Application

Length of

License: -6

-0-1016A166 19700

12 Ma \$350

2. Applicant Information

Name:

Elizabeth Tragesser

Title/Position:

owner

Date of Birth:

08/22/1998- 1983

Address:

6794 West Vernal Pk.

City, State, Zip:

Bloomington, IN 47404

E-Mail Address:

cupofjoyfoodtruck@gmail.com

Phone Number:

812-272-7582

Mobile Phone:

5

3. Indiana Contact Information (For non-residents only)

If	applicant is not a resident of Indiana,	the	y must design	anate a	resident t	o serve as a	contact

Name:

Address:

City, State, Zip:

E-Mail Address:

Phone Number:

Mobile Phone:

 $[M_{H,S}(\mathbf{r})] \rightarrow [-1, -1]$

4. Company Info	mation			1×	
Name of Employer:	Cup of Joy				
Address of Employer:	6794 West	vernal PK			
City, State, Zip: Employment Start	Bloomington	, IN 47404	5 15 × 7701		
Date:			End Date (If I	(nown):	
Phone Number:					
Website / Email:	cupofjoyfoo	dtruck@gm	ail.com		
Company is a:	Limited Liability Corporation (LLC)	Corporation	Partnership	Sole Proprietor	Other:
5. Company Offic Provide the names an	d addresses of a	all principal offi	cers, partners,	trustees, ow	ners or other persons
with controlling intere	sts in the compa	any.			ners of other persons
Name	dy Tragagae		Address		
Dia	dy Tragesser			6794 We	est vernal PK
6. Company Incom	poration Info	ormation (F	or Corporati	ions and LI	LCs Only)
Date of incorporation or organization:	9/13/2020				
State of incorporation or organization:	Indiana				
(If Not Indiana) Date qualified to transact business in state of Indiana:					

7. Description of product or service to be sold and any equipment to be used

Planned hours of operation:	2-8 hours per day, dependingn	on event
Place or places where you will conduct business (If private property, attach written permission from property owner):	fairgrounds, festivals, different us	businesses around town that hire
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach	
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes	No 🗷
(If Yes) Provide details		

8. You are required to secure, attach, and submit the following: A copy of the Indiana registration for the vehicle Copy of a valid driver's license Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license Proof of an independent safety inspection of all vehicles to be used in the business (form included with app) Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: • Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate • Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business (included with application) A copy of the business's registration with the Indiana Secretary of State. A copy of the Employer ID number A signed copy of the Prohibited Location Agreement (included with application) A signed copy of the Standards of Conduct Agreement (included with application) X Fire inspection (if required) Picture of truck or trailer Copy of all applicable permits required by the Monroe County Health Department,

For City Of Bloomington Use Only

Date Received: 10/24/2024	Received By: SCoates	Date Approved: 10/29/2024	Approved By: SCoates
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including but not limited to a Food Service Establishment License or a Certified Food Handler License.



State Form 48099 (R5/7-17) Approved by State Board of Accounts 2017

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

1010	,,															
CLASS	AGE	ISSUE DAT	E PUR DAT	E CO	DUNTY .	TP	PL YR	PLAT	Έ	PLTP	WEIGHT	PR YR	LS	TY	PE	PRIOR YR PL
12	11	09/20/24	08/03/24	53 - N	MONROE	N	24	TK633	HTC	GT	11		N			
EXPIRATI	ON DAT 4/25		MUNICIPALIT	1.00	VEHICLE YEAR		MAKE FOR	MOD F1		- 1000 mm Charlet 10		TFICATION F8DKD4:		BER	TYPE TK	COLOR WHI/
					1	ᅩ	5 5333								200	77.000.00
CURR		EXTAX	EXCREDIT	DAV CREDIT		lo	O. WHE	EL/SUR	MUN.	WHEEL	JSUR S	TATE REG	FEE	ADMI	NFEE	TOTAL
YEAR	TAX	26.00	0.00	0.00	26.00		25.	00		0.00		45.35		15	.00	111.35
PRIOR	₹	EXTAX	EX CREDIT	DAV CREDIT	NET EX TAX	0	O. WHE	EL/SUR	MUN.	WHEEL	JSUR S	TATE REG	FEE	ADMI	NFEE	TOTAL
YEAR	TAX	8.67	0.00	0.00	8.67		8.3	33		0.00		0.00		0.	00	17.00
				-	REGISTR	-			900 000 000 000 000 000 000 000 000 000							
					CK 11 000 CE											



Legal Address 6794 W VERNAL PIKE 8LOOMINGTON IN 47404-9100



BRADY JOHN TRAGESSER 6794 W VERNAL PIKE BLOOMINGTON IN 47404-9100



133:10:46

myBMV Home Plates And Registrations Vehicle Titles Licenses And ID Cards Driver Records Suspension & Reinstatement

my Information Driver Training

Sign Out

my Driver Records

View Your Driver Record Official Driver Record my Driver Records

Welcome, BRADY JOHN TRAGESSER!

Pay Reinstatement Fees Online

Renew Your License, Permit or ID

Card

Add MotorCycle Endorsement

View Your Recent Driver Notices

Track Your Recent Renewals

Replace Your License, Permit or

ID Card

Schedule Driving Test

Your Renewal Date

CDL Self-Certify Driver Type

Proceed to Checkout

Click to Verify - This site chose VeriSign SSL for secure e-commerce and confidential communications. ABOUT SSL CERTIFICATES



** NOTE: The BMV only retains supporting documentation for a period of ten (10) years **

License type: DRIVERS License status: VALID

As of 10/24/2024 11:32 am

IINT

SR22: Not needed

Current points: 0
Endorsements: None

Pending Endorsements: None

Restrictions: None

Pending Restrictions: None

Suspension Information -- (* indicates active suspensions)

-- (** indicates closed/expired active suspensions stayed)

No Suspensions were found.

Pending Suspension Information

No Pending Suspensions were found.

Disqualification Information -- (* indicates active disqualifications)

No Disqualifications were found.

Pending Disqualification Information

No Pending Disqualifications were found.

Out of State Withdrawal Information

No OOS Withdrawals were found.

Convictions -- (* indicates active points)

Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp	Disq IDs	CMV	Hazmat
02/01/2010	0	SEAT BELT VIOLATION	11/28/2009	MONROE CIRCUIT #2 / 53C020912IF16155			No	No
01/23/2006	2	SPEEDING 85/70	12/22/2005	PENDLETON TOWN COURT / 48l020601lF00187			No	No
04/18/2002	2	SPEEDING	03/17/2002	ILLINOIS/IL 0025679			No	No

04/09/1999	0	SEAT BELT VIOLATION	03/10/1999	TIPTON CITY / 80H019903IF00176	No	No

Mailing Addresses

Effective Date	Street Address	City	State	ZIP Code
01/24/2023	6794 W VERNAL PIKE	BLOOMINGTON	IN	47404-9100
04/12/2022	6794 W VERNAL PIKE	BLOOMINGTON	IN	47404-9100
11/10/2021	7020 E STATE ROAD 45	BLOOMINGTON	IN	47408-9553
04/14/2011	7020 E STATE ROAD 45	BLOOMINGTON	IN	47408-9553
09/13/2008	2720 N THOMAS RD	BLOOMINGTON	IN	47404-9655
12/14/2006	295 HICKORY DR	ELLETTSVILLE	IN	47429
12/09/1996	1869 W DIVISION RD	TIPTON	IN	46072
11/15/2005	1869 W DIVISION RD	TIPTON	IN	46072-8579
	Date 01/24/2023 04/12/2022 11/10/2021 04/14/2011 09/13/2008 12/14/2006 12/09/1996	Date Address 01/24/2023 6794 W VERNAL PIKE 04/12/2022 6794 W VERNAL PIKE 11/10/2021 7020 E STATE ROAD 45 04/14/2011 7020 E STATE ROAD 45 09/13/2008 2720 N THOMAS RD 12/14/2006 295 HICKORY DR 12/09/1996 1869 W DIVISION RD	Date Address City 01/24/2023 6794 W VERNAL PIKE BLOOMINGTON 04/12/2022 6794 W VERNAL PIKE BLOOMINGTON 11/10/2021 7020 E STATE ROAD 45 BLOOMINGTON 04/14/2011 7020 E STATE ROAD 45 BLOOMINGTON 09/13/2008 2720 N THOMAS RD BLOOMINGTON 12/14/2006 295 HICKORY DR ELLETTSVILLE 12/09/1996 1869 W DIVISION RD TIPTON	Date Address City State 01/24/2023 6794 W VERNAL PIKE BLOOMINGTON IN 04/12/2022 6794 W VERNAL PIKE BLOOMINGTON IN 11/10/2021 7020 E STATE ROAD 45 BLOOMINGTON IN 04/14/2011 7020 E STATE ROAD 45 BLOOMINGTON IN 09/13/2008 2720 N THOMAS RD BLOOMINGTON IN 12/14/2006 295 HICKORY DR ELLETTSVILLE IN 12/09/1996 1869 W DIVISION RD TIPTON IN

ID	Effective Date	Street Address	City	State	ZIP Code
9	01/24/2023	6794 W VERNAL PIKE	BLOOMINGTON	İN	47404-9100
7	04/12/2022	7020 E STATE ROAD 45	BLOOMINGTON	IN	47408-9553
6	11/10/2021	7020 E STATE ROAD 45	BLOOMINGTON	IN	47408-9553
5	04/14/2011	7020 E STATE ROAD 45	BLOOMINGTON	IN	47408-9553
4	09/13/2008	2720 N THOMAS RD	BLOOMINGTON	IN	47404-9655
3	12/14/2006	295 HICKORY DR	ELLETTSVILLE	IN	47429
1	11/15/2005	1869 W DIVISION RD	TIPTON	IN	46072-8579

Credential Issuance

Interim Credential Issue Control #: 21425566	Date: 1/24/2023, Expiration Date: 2/23/2023, Reason: AMEND DL W/O CARD, IN-STATE,
Issue Date: 01/24/2023 11/07/2028	, Amend License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date:
Interim Credential Issue Control #: 19221961	Date: 11/10/2021, Expiration Date: 12/10/2021, Reason: RENEWAL DL W/O CARD, IN-STATE,
Issue Date: 11/10/2021 11/07/2028	Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date:
Issue Date: 11/14/2015 11/07/2021	Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date:
Interim Credential Issue 3297255	Date: 8/11/2012, Expiration Date: 9/10/2012, Reason: DUPLICATE DL, IN-STATE, Control #:
Issue Date: 08/11/2012 11/07/2015	Duplicate License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date:
Interim Credential Issue Control #: 1442497	Date: 4/14/2011, Expiration Date: 5/14/2011, Reason: AMEND DL W/O CARD, IN-STATE,
Issue Date: 04/14/2011 11/07/2015	Amend License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date:
Issue Date: 11/17/2009 11/07/2015	, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date:
Issue Date: 12/14/2006	, Duplicate License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 11/07/2009
Issue Date: 11/20/2001	, Renew License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 11/07/2005
Issue Date: 06/29/2000	, Duplicate License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 11/07/2001
Issue Date: 12/09/1996	, Renew License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 11/30/2001
Issue Date: 06/20/1996 06/30/1997	, Issue Driver's Ed, DRIVER EDUCATION, Endorsements: None, Restrictions: B, Expiration Date:
Issue Date: 11/15/2005	, Renew License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 11/07/2009

Remarks

No Remarks were found.

* End of Driver Record *



Licenses And ID Cards

Driver Records

Suspension & Reinstatement

my Information

Driver Training



As of 10/23/2024 7:09 pm

my Driver Records

View Your Driver Record Official Driver Record

Pay Reinstatement Fees Online Renew Your License, Permit or ID

Card Add MotorCycle Endorsement **View Your Recent Driver Notices** Track Your Recent Renewals Replace Your License, Permit or

ID Card **Schedule Driving Test** Your Renewal Date **CDL Self-Certify Driver Type**

Proceed to Checkout

Click to Verify - This site chose VeriSign SSL for secure e-commerce and confidential communications. ABOUT SSL CERTIFICATES

my Driver Records

Welcome, ELIZABETH F TRAGESSER!

** NOTE: The BMV only retains supporting documentation for a period of ten (10) years **

License type: DRIVERS

License status: VALID

SR22: Not needed

Current points: 0 Endorsements: None

Pending Endorsements: None

Restrictions: F

Pending Restrictions: None

Suspension Information -- (* indicates active suspensions)

-- (** indicates closed/expired active suspensions stayed)

No Suspensions were found.

Pending Suspension Information

No Pending Suspensions were found.

Disqualification Information -- (* indicates active disqualifications)

No Disqualifications were found.

Pending Disqualification Information

No Pending Disqualifications were found.

Out of State Withdrawal Information

No OOS Withdrawals were found.

Convictions -- (* indicates active points)

Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazmat
11/28/2001	4	SPEEDING 72/55	10/29/2001	GAS CITY CITY / 27H010111IF06392			No	No

Mailing Addresses

	Effective	Street			
ID	Date	Address	City	State	ZIP Code
5	03/08/2024	6794 W VERNAL PIKE	BLOOMINGTON	IN	47404-9100

08/11/2012	7020 E STATE ROAD 45	BLOOMINGTON	IN	47408-9553
10/09/2008	2720 N THOMAS RD	BLOOMINGTON	IN	47404-9655
11/17/2006	295 W HICKORY DR	ELLETTSVILLE	IN	47429-1109
09/22/1999	6794 W VERNAL PIKE	BLOOMINGTON	IN	47404-9100
	10/09/2008	10/09/2008 2720 N THOMAS RD 11/17/2006 295 W HICKORY DR	10/09/2008 2720 N THOMAS RD BLOOMINGTON 11/17/2006 295 W HICKORY DR ELLETTSVILLE	10/09/2008 2720 N THOMAS RD BLOOMINGTON IN 11/17/2006 295 W HICKORY DR ELLETTSVILLE IN

_ega	I Addresses				
ID	Effective Date	Street Address	City	State	ZIP Code
5	03/08/2024	6794 W VERNAL PIKE	BLOOMINGTON	IN	47404-9100
4	08/11/2012	7020 E STATE ROAD 45	BLOOMINGTON		47408-9553
3	10/09/2008	2720 N THOMAS RD	BLOOMINGTON	IN	47404-9655
2	11/17/2006	295 W HICKORY DR	ELLETTSVILLE	IN	47429-1109
1	09/22/1999	6794 W VERNAL PIKE	BLOOMINGTON	IN	47404-9100

Credential Issuance

Interim Credential Issue Date: 9/20/2024, Expiration Date: 10/20/2024, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 24782050

Interim Credential Issue Date: 9/20/2024, Expiration Date: 10/20/2024, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 24782060

Issue Date: 09/20/2024, Renew License, DRIVERS, Endorsements: None, Restrictions: F, Expiration Date: 08/22/2031

Interim Credential Issue Date: 3/8/2024, Expiration Date: 4/7/2024, Reason: AMEND DL W/O CARD, IN-STATE, Control #: 23521956

Issue Date: 03/08/2024, Amend License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 08/22/2024

Issue Date: 09/01/2018, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 08/22/2024

Interim Credential Issue Date: 8/11/2012, Expiration Date: 9/10/2012, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 3297427

Issue Date: 08/11/2012, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 08/22/2018

Issue Date: 10/09/2008, Renew License, DRIVERS (4 YR), Endorsements: None, Restrictions: None, Expiration Date: 08/22/2012

Issue Date: 11/17/2006, Amend License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 08/22/2008

Issue Date: 08/24/2004, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 08/22/2008

Issue Date: 09/22/1999, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date:



Issue Date: 12/28/1998, Renew ID Card, REGULAR ID CARD, Endorsements: None, Restrictions: None, Expiration Date: 12/31/2002

Issue Date: 12/28/1998, Issue Driver's Ed, DRIVER EDUCATION, Endorsements: None, Restrictions: None, Expiration Date: 12/31/1999

Remarks

No Remarks were found.

How to Read an Indiana Bureau of Motor Vehicles (BMV) Official Driver Record

(This legend applies to driver records printed on or after 06/30/2016.)

Personal Information

- First, middle, last name, suffix (if included)
- * Street address

Note: If the driver's address has changed and, therefore, is different than the address

listed in the records of the BMV, Indiana law requires the driver to update their address with the BMV.

Birth date & Gender

Driver's License Information

DDIVEDIO I IOTHOT (1171 III OTTOTAL

 License Number - unique BMV identification number for each resident with a BMV driver file - (this information is provided only if requestor is authorized to receive)

 License Type - type of base license last issued; "Unlicensed" denotes the individual is an Indiana resident, but has not had a driver's license issued in Indiana

License expires - end date of the license validity period

 License status - current status of the license or identification; see license status descriptions below. Note: Your current license status is available at www.myBMV.com or by calling (888) 692-6841

* SR22 Requirement: Date until which the driver must maintain SR22 insurance.

 Forbearance: Date until which the driver must remain forbearance eligible in order to have reinstatement fees waived.

 Current Points - Total of individual's points on record; violation points determined by Points Study Committee and adopted into Indiana Administrative Code

Social Security Number - unique identifier assigned by the Social Security Administration (this
information is provided only if requestor is authorized to receive)

DRIVER'S LICENSE ("DL") STATUS	DESCRIPTION
CANCELLED	Driving record has been cancelled by the BMV
CONDITIONAL	Driver has restricted driving privileges (e.g., privileges are restricted to the parameters of the court order granting a hardship or probationary license or specialized driving privileges.)
FRAUDULENT	Driving privileges are invalid; license was obtained fraudulently
HABITUAL TRAFFIC VIOLATOR	Driving privileges are suspended as a habitual traffic violator
HABITUAL TRAFFIC VIOLATOR - LIFE	Driving privileges are forfeited for life as a habitual traffic violator
INVALID - REVOKED	Driver has no driving privileges (e.g., this status may represent: a minor who has had an individual sign the minor's license or permit application and then later requests to be relieved from liability; or a previously licensed driver whose Social Security number is not verified with the Social Security Administration)
SUSPENDED - INFRACTION	Driving privileges are suspended
SUSPENDED - MISDEMEANOR	Driving privileges are suspended
SUSPENDED - PRIOR	Driving privileges are suspended, and driver has been convicted of Driving While Suspended within the previous 10 years
UNLICENSED	Driver has a record with the BMV, but has not been licensed in Indiana
VALID	Driver has, or is eligible to apply for, full driving privileges
BMV PROBATION	This may appear alone or in combination with any other DL status; Driver has been placed on an administrative probation by the BMV

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMIN	G INSPECTION M/CCER	TIME AUTOMOTIVE				
INSPECTOR'S NAME	AJON MICCER	INSPECTOR'S PHONE #8/2-879-09				
DATE OF INSPECTION	0-23-24					
NAME OF VENDOR						
VEHICLE YEAR 2013	MAKE FORD	MODEL F. 150				
VIN IFTEXIEF8	OKD 43223					
	DACC FAIL	COMMENTS				
LIGHTS (Front & Rear)	PASS FAIL	COMMENTS				
FLASHERS						
REFLECTORS	<u> </u>					
HORN	A PRIONI	NOTUNALLULAR				
WINDSHIELD WIPERS						
MIRRORS						
SEATBELTS						
BUMPER HEIGHT						
ALL WINDOWS						
MUFFLER	<u> </u>					
TIRES						
BRAKES						
DOORS						
GENERAL CONDITION OF VEHICLE						

Attach this completed Inspection Sheet with your permit or renewal application and remit to:

City of Bloomington

Department of Economic and Sustainable Development 401 N. Morton St.
Bloomington, Indiana 47404
812-349-3419

dditional Comments by Inspector:		
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		all.
Andrew Commence of the Commenc		
	<u> </u>	
	<u> </u>	
YARKAN DEANK	HACIAN	
Inspector Signature ASON MIKLER		
Date:		

Attach this completed Inspection Sheet with your permit or renewal application and remit to:

City of Bloomington

Department of Economic and Sustainable Development

401 N. Morton St.

Bloomington, Indiana 47404

812-349-3419



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A

	ndorsed. If SUBROGATION IS WAI atement on this certificate does not e								rsement. A
	DUCER	001110	. rigi	nto to the ocitinoate hole	CONTA NAME:		ila Or Scillotti	3).	
	Hiscox Inc.				PHONE (A/C, No. Ext): (888) 202-3007 (A/C, No):				
	520 Madison Avenue				E-MAIL ADDRESS: contact@hiscox.com				
	32nd Floor								
	New York, New York 10022				INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc				10200
INSU	INSURED					RB:			
	Cup Of Joy					RC:			1
	7020 E State Road 45				INSURER D :				
	Bloomington, IN 47408				INSURER E :				
					INSURE				
CO	VERAGES CER	TIFIC	CATE	NUMBER:	INCORE			REVISION NUMBER:	·
	IIS IS TO CERTIFY THAT THE POLICIES				VE BEE	N ISSUED TO			ICY PERIOD
	DICATED. NOTWITHSTANDING ANY RE								
	ERTIFICATE MAY BE ISSUED OR MAY CCLUSIONS AND CONDITIONS OF SUCH							HEREIN IS SUBJECT TO ALL	THE TERMS,
INSR LTR	TYPE OF INSURANCE		SUBR		DELIT	POLICY EFF (MM/DD/YYYY)		LIMITS	
LIR	X COMMERCIAL GENERAL LIABILITY	INSD	WVD	POLICY NUMBER		(MIM/DD/YYYY)	(MIM/DD/YYYY)	1	0000
								DAMAGE TO RENTED PREMISES (Fa occurrence) \$ 1,00	
	CLAIMS-MADE X OCCUR							T NEIWIGES (Ed Coodificilico)	-
Α				P100,689,590,3		10/27/2024	10/27/2025	MED EXP (Any one person) \$ 5,00	
•				1 1001000100010		10/2//2024	10/21/2020	PERSONAL & ADV INJURY \$ 1,00	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,00	
	X POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG \$ 2,00	0,000
	OTHER:							ÇOMBINED SINGLE LIMIT \$:0
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	DED RETENTION\$	_						\$	2.
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N							PER OTH- STATUTE ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT \$	
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below	_						E.L. DISEASE - POLICY LIMIT \$	
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	CORD	101, Additional Remarks Schedu	le, may b	attached if more	space is require	ed)	
CEI	RTIFICATE HOLDER				CANC	ELLATION			
								ESCRIBED POLICIES BE CANCELI EREOF, NOTICE WILL BE DE	
	ty of Bloomington							Y PROVISIONS.	LIVENCED III
	01 N. Morton St.								
ĎΙ	oomington, In 47402				AUTHO	RIZED REPRESEI	NTATIVE	1/4	
					Koulle -				

Kerry Thomson MayorCITY OF BLOOMINGTON

DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT

401 N. Morton St Suite 130

p. 812.349.3418

P.O. Box 100

Bloomington, Indiana 47402

f. 812.349.3520

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

The undersigned, in consideration for the issuance of a license by the City of Bloomington Controller, agrees to the following:

- 1. The undersigned, in exchange for the issuance of a license by the City of Bloomington Controller, 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 issuance of a license by the City of Bloomington or his/her operation of a business which was licensed by the City of Bloomington. This includes claims for personal injury, death, property damage, and/or any other type of harm or injury.
- 2. 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, suits, losses, expenses or damages, including but not limited to attorneys' fees and court costs, arising out of the undersigned's operation of a business which has been licensed by the City of Bloomington.
- 3. The undersigned understands this release binds him/herself, his/her spouse, and all heirs, executors, partners, co-owners and administrators of those individuals.

The undersigned acknowledges that he/she has read this release and understands all of its terms. The undersigned signs this release voluntarily and with full knowledge of its significance.

Name, Printed

Signature

Date Release Signed

State of Indiana Office of the Secretary of State

Certificate of Registration of Limited Liability Partnership of CUP OF JOY, LLP

I, CONNIE LAWSON, Secretary of State, hereby certify that a Registration of Limited Liability Partnership of the above Domestic Limited Liability Partnership has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Code.

NOW, THEREFORE, with this document I certify that said transaction will become effective Sunday, September 13, 2020.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, September 14, 2020.

Corrie Lauron

CONNIE LAWSON
SECRETARY OF STATE

202009131422496 / 8720472

To ensure the certificate's validity, go to https://bsd.sos.ln.gov/PublicBusinessSearch

BUSINESS INFORMATION

DIEGO MORALES INDIANA SECRETARY OF STATE 10/24/2024 12:27 PM

Business Details

Business Name: CUP OF JOY, LLP

Business ID: 202009131422496

Entity Type: Domestic Limited Liability Partnership

Business Status: Active

Creation Date: 09/13/2020

Inactive Date:

Principal Office Address:

6794 W Vernal Pike, Bloomington, IN,

Jurisdiction of Formation: Indiana

47404, USA

Expiration Date: Perpetual

Business Entity Report Due Date: 09/30/2026

Years Due:

Governing Person Information

Title

Name

Address

Limited Partner

Brady Tragesser

6794 W Vernal Pike, Bloomington, IN, 47404, USA

Registered Agent Information

Type: Individual

Name: Elizabeth Tragesser

Address: 6794 W Vernal Pike, Bloomington, IN, 47404, USA

Date of this notice: 09-17-2020

Employer Identification Number: 85-3058720

Form: BS-4

Number of this notice: CP 575 B

CUP OF JOY ELIZABETH TRAGESSER MBR 7020 E STATE ROAD 45 ELOOMINGTON, IN 47408

For assistance you may call us at: 1-800-829-4933

IF YOU WRITE, ATTACH THE STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 85-3058720. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065

03/15/2021 -

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

Kerry Thomson MayorCITY OF BLOOMINGTON

DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT

p. 812.349.3418

f. 812.349.3520

401 N. Morton St Suite 130 P.O. Box 100

Bloomington, Indiana 47402

Prohibited Location Agreement

Bloomington Municipal Code Section 4.28.140 prohibits Mobile Vendor Units from operating in certain locations. This Agreement provides for all of the prohibited locations. Two maps are also attached to this Agreement. All signatories to this Agreement are required to review not only this Agreement, but also the attached maps prior to signing this Agreement.

As a licensed Mobile Vendor Unit, I understand and agree that I cannot and will not operate my mobile vendor unit in a manner that would violate any of the below-listed location restrictions:

- No mobile food vendor unit shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works.
- No mobile food vendor unit shall operate within fifty feet of any facade of a ground level establishment that also sells food or beverages, or operate within fifty feet of the perimeter of such an establishment's outdoor seating area, regardless of whether or not the mobile food vendor unit is currently conducting business. The distance restriction only applies from one hour before the opening time to an hour after the closing time posted by a ground level establishment on the facade of its building.
- No mobile food vendor unit shall locate in an alleyway.
- Mobile food vendor units shall be located a reasonable distance from all posted bus stops, crosswalks, driveways, alleyways, right-of-way lines of two or more intersecting streets and building entrances or walk-up windows.
- Mobile food vendor units shall only be located on private property if the private property
 owner has provided both the business operator and the City written permission for the
 mobile food vendor unit to locate on said property.
- No mobile food vendor unit shall locate within a one block radius of a Special Event unless
 prior approval has been granted by either the operator of the Special Event or the City's
 Board of Public Works.
- No mobile food vendor unit shall park on City property in violation of any City parking regulation, restriction, or ordinance. For example, if parking at one, or multiple, parking meters, the operator of the mobile food vendor unit shall feed all relevant parking meters with the required monetary amount.
- No mobile food vendor unit shall be located in a manner which would significantly impede
 or prevent the use of any City of Bloomington property, or which would endanger the safety
 or property of the public.
- No mobile food vendor unit shall be located within fifteen feet of any fire hydrant.

- No mobile food vendor shall locate within any zoning district except the following: Commercial General; Commercial Arterial; Commercial Downtown; Industrial General; Business Park; and Institutional.
- No mobile food vendor operating on private property shall displace required parking or landscaping nor block any drives, parking access aisles, fire lanes, sidewalks, or accessible routes required for the private parking by the City's zoning code.
- No mobile food vendor unit shall be located more than one foot away from the curb of the street on which it is parked.
- No mobile food vendor unit shall park near an intersection and in a manner that blocks the line-of-sight of drivers using adjacent roadways.

I, the undersigned, understand that if I locate my mobile vendor unit in any of the above-described prohibited locations or manner that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Chapter 4.28 of the Bloomington Municipal Code.

Vendor:	(Ela
Name: KIZYAM JUNESSU	Cop of Je
Signature: My haydy	
Date: 10-20-24	

Kerry Thomson MayorCITY OF BLOOMINGTON

DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT

401 N. Morton St Suite 130

p. 812.349.3418

P.O. Box 100

f. 812.349.3520

Bloomington, Indiana 47402

Standard of Conduct Agreement

Bloomington Municipal Code Section 4.28.160 provides Standards of Conduct for all Mobile Vendor Units. This Agreement provides a list of said Standards of Conduct. All signatories to this Agreement are required to review this Agreement prior to signing this Agreement.

As a licensed Mobile Vendor Unit, I understand and agree that I cannot and will not conduct business in a manner that would violate any of the Standards of Conduct noted below:

- Mobile food vendor unit operators shall conduct themselves at all times in an orderly and lawful manner, and shall not make, or cause to be made, any unreasonable noise of such volume as to be in violation of the City of Bloomington Noise Ordinance as stated in Title 14 of the Bloomington Municipal Code
- A device may not be used which would amplify sounds nor may attention be drawn to the
 mobile food vendor unit by an aural means or a light-producing device (examples of such
 devices may include, but are not meant to be limited to the following: bull horns and strobe
 lights
- No mobile food vendor unit may be permanently or temporarily affixed to any object, including but not limited to buildings, trees, telephone phones, streetlight poles, traffic signal poles or fire hydrants
- No mobile food vendor unit may be used to advertise any product which is not authorized to be sold from that unit
- Each mobile food vendor unit shall be limited to one sandwich board sign that meets the provisions of Section 20.05.086 of the Bloomington Municipal Code regardless of the zoning district in which it locates, provided a sign permit is obtained from the City's Planning and Transportation Department
- No mobile food vendor unit may make use of any public or private electrical outlet while in operation
- Each mobile food vendor unit shall protect against littering and shall have both an adequate trash receptacle and a separate receptacle for recyclable materials:
 - The trash and recyclable receptacles shall be emptied sufficiently often to allow disposal of litter and waste by the public at any time;
 - o The trash and recyclable receptacles on the mobile food vendor unit shall not be emptied into trash or recyclable receptacles owned by the City of Bloomington;
 - Liquid from the mobile food vendor unit shall not be discharged on or in a City sewer or drain or elsewhere on City property, nor on private property without the express written consent of the owner thereof;

- Before leaving any location each mobile food vendor unit shall first pick up, remove and dispose of all trash, refuse and/or recyclable materials, including products spilled on the ground within twenty feet of the mobile food vendor unit.
- No mobile food vendor unit shall expose any pedestrian to any undue safety or health hazards nor shall it be maintained so as to create a public nuisance
- Each mobile food vendor unit shall be maintained free and clear of dirt, and finishes shall not be chipped, faded or unduly marred
- Foods or beverages which present a substantial likelihood that liquid matter or particles will
 drop to the street or sidewalk during the process of carrying or consuming the food or
 beverage shall be sold in proper containers so as to avoid falling to the street or sidewalk
- Mobile food vendor units which utilize a grill or device that may result in a spark, flame or fire shall adhere to the following additional standards:
 - o Be placed approximately 20 feet from a building or structure;
 - o Provide a barrier between the grill or device and the general public;
 - o The spark, flame or fire shall not exceed 12 inches in height;
 - A fire extinguisher shall be within reaching distance of the mobile food vendor unit operator at all times;
- Mobile food vendor unit operators shall be required to obey the commands of law
 enforcement officers or fire officials with respect to activity carried out inside of the City's
 jurisdictional limits, including, where possible, the removal of the mobile food vendor unit
 and cessation of such sales
- No mobile food vendor unit shall ever be left unattended
- Mobile food vendor units shall not be stored, parked or left overnight on any City property
- · All mobile food vendor units which are food service establishments as defined by Title
- 10.17 of the Bloomington Municipal Code shall install an approved grease interceptor or grease trap. Foods, oils and greases shall never be discharged into the City's sewer or storm drains
- All mobile food vendor unit operators are required to collect and pay all applicable and appropriate sales taxes
- No mobile food vendor shall provide customer seating unless approval has been provided by the City's Board of Public Works and the City's Planning and Transportation Department
- All mobile food vendors shall comply with the lighting standards found in Chapter 20.05 of the Bloomington Municipal Code
- All mobile food vendors shall comply with the vision clearance standards found in Chapter
- 20.05 of the Bloomington Municipal Code
- No mobile food vendor shall have a drive-thru
- The decibels of any generator(s) associated with a mobile food vendor unit shall not exceed "70dBA".
 - O Such noise measurement shall be made at a height of at least four (4) feet above the ground and at a point approximately twenty-five (25) feet away from where the

- noise is being emitted on a sound level meter operated on the "A" weighting network (scale).
- No person other than the operators shall be within twenty-five (25) feet of the sound level meter during the sample period.
- Sound measurements shall be conducted at that time of day or night when the relevant noise source is emitting sound.
- o The sound level measurement shall be determined as follows:
 - Calibrate the sound level meter within one (1) hour before use.
 - Set the sound level meter on the "A" weighted network at slow response.
 - Set the omnidirectional microphone in an approximately seventy degree position in a location which complies with subsections (1) and (2) herein. The operator of the sound level meter shall face the noise source and record the meter's instantaneous response.
 - Recalibrate the sound level meter after use.
- It shall be unlawful for any person to interfere, through the use of sound or otherwise, with the taking of sound level measurement.

I, the undersigned, understand that if I conduct business in violation of any the above described standards of conduct that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Chapter 4.28 of the Bloomington Municipal Code.

Vendor:	El= beth	Tragessor
Name: _	LIGOU	Trages
Signature:	Chyst	Phayesen
Date:	10-20-24	





ServSafe® CERTIFICATION

ELIZABETH TRAGESSER

for successfully completing the standards set forth for the ServSafe* Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP).

23336963

10795

CERTIFICATE NUMBER

EXAM FORM NUMBER

3/2/2023

3/2/2028

DATE OF EXAMINATION

DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.

ACCREDITED PROGRAW American Kolonol Standards Institute

#0655

Sherman Benny

Executive Vice President, National Residerant Association Solution



In accordance with Martine Cobser Convenien (200), Resident ADM N 0603-0653 (Resident S.2. September 8.3.7

The Service of the NAAET. Noticed Resource Association (Control on the one design one trademarks of the NAAET. Noticed Resource Association(Control on the one design one trademarks of the NAAET. Noticed Resource Association(Control on the one design one trademarks of the NAAET. Noticed Resource Association (Control on the one design one trademarks of the NAAET. Noticed Resource Association (Control on the one design one trademarks of the NAAET. Noticed Resource Association (Control on the one design one trademarks of the NAAET. Noticed Resource Association (Control on the one design one trademarks).

This document ments his operational or observ

Mobile Food Service Establishment License Monroe County Health Department

This is to certify that:

Cup of Joy

Elizabeth Tragesser 1002 W. Popcorn Road Harrodsburg, IN 47434

Having complied with the rules and regulations of the Monroe County Health Department as authorized by the Indiana Administrative Code and the Board of Commissioners of Monroe County, Indiana, is hereby authorized to operate a Food Service Establishment at the above location for the calendar year.



Issued:

By Star Charten

2024

Monroe County Health Officer

NON-NEGOTIABLE AND NOT TRANSFERABLE

PERMIT EXPIRES FEBRUARY 28, 2025



REGISTERED RETAIL MERCHANT CERTIFICATE

INDIANA DEPARTMENT OF REVENUE 100 N SENATE AVE INDIANAPOLIS IN 46204-2253 (317) 232-2240

CUP OF JOY 7020 EAST ST RD 45 BLOOMINGTON IN 47408-4740

IS AUTHORIZED TO COLLECT INDIANA RETAIL SALES TAX AT THE ADDRESS ABOVE IF DIFFERENT FROM BELOW.

FEIN

85-3058720

LOC ID

0171682130-001

ISSUED

March 02, 2023

EXPIRES

March 31, 2025

THIS LICENSE:

IS NOT TRANSFERRABLE TO ANY OTHER PERSON.

IS NOT SUBJECT TO REBATE.

IS VOID IF ALTERED.

CUP OF JOY LLP 6794 W VERNAL PIKE BLOOMINGTON IN 47404-9100

Diennes J.

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN THE LOCATION SHOWN



Board of Public Works Staff Report

Project/Event: Temporary Street Mural on Kirkwood Avenue

Staff Representative: Holly Warren, Economic and Sustainable Development

Petitioner/Representative: Constellation Stage and Screen

Date: November 4, 2024

The Department of Economic and Sustainable Development recommends approval of a temporary Street Mural on the block of 100 E Kirkwood.

The mural, commissioned by Constellation Stage and Screen and funded by Downtown Bloomington, Inc. will feature images from the Wizard of Oz, Constellation Stage and Screen's holiday theatrical production taking place at the Buskirk-Chumley Theater. The mural will manifest in three areas:

- 1. Paintings on the spherical bollards on the Northeast and Southeast corners of Kirkwood and Walnut
- 2. Yellow brick road design adhered to the pavement in front of the Buskirk-Chumley Theater
- 3. Small Wizard of Oz motif designs adhered along the sidewalk of 100 E Kirkwood Avenue.

The mural and motifs will be installed from November 6 – November 22 and will be de-installed at the end of December 2024.

City and Constellation staff have worked with the City's Engineering department to arrange sidewalk closures and appropriate signage for the installation. The theme of the artwork falls within the City's Art in the Right of Way policy.



SPECIAL EVENT APPLICATION

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

RMATION		
Talisha Coppock		
812-336-3681	Mobile Phone:	off a Consultation
Executive Director		
Downtown Bloomington, In	·C.	
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Bloominaton, IN 47403	· Karana	= 4,0 1 0 1 0 1 1 2 1 1 2 1 1 1 1 1 1 1 1 1
tcoppock@ bloomington co	invention.com	
	raa ta dagaa ka k	w. clowntown bloomington.com
812-336-3681	Fax No:	812-349-2981
	Executive Director Downtown Bloomington, In 302 S. College Ave. Bloomington, IN 47403 tcoppock@bloomingtonce info@downtownhlooming	Talisha Coppock 812-336-3681 Executive Director Downtown Bloomington, Inc. 302 S. College Ave. Bloomington, IN 47403 tcoppock@ bloomington convention.com info@downtownhloomington.com/ www

2. ANY KEY PARTNER	RS INVOLVED (including Food Ve	endors if applicable)		
Organization Name:	Constellation Stage +	Screen		
Address:	122 S. Walnut St.			
City, State, Zip:	Bloomington, IN 47404			
Contact E-Mail Address:	gallery @ see Constellatio	n. org		
Phone Number:	gallery @ see Constellatio 812-336-7110	Mobile Phone:		
nuc Fishs 190				
Organization Name:	Holly Warren - City of Bloom	mington Arts and Culture		
Address:	401 N. Morton St.			
City, State, Zip:	Bloomington, IN 47404 holly. warren@bloomington.in.gov			
E-Mail Address:	holly warren @ bloomington	in.gov		
Phone Number:	812-349-3534	Mobile Phone:		
1				
Organization Name:				
Address:				
City, State, Zip:				
E-Mail Address:				
Phone Number:		Mobile Phone:		

3. EVENT INFORMATION			
Туре	☐ Metered Parking Space(s) ☐ Run/Walk ☐ Festival ☐ Block Party Type of Event ☐ Parade ☑ Art in the Right of Way ☐ Other (Explain below in Description of Event)		
Date(s) of Event:		November 5 - December 29, 2024	
Time	e of Event:	Date: 11/29 Start: 6:00 pm Date: 12/29 End: 6:00 pm	
Setu	p/Teardown time ded	Date: 11/5 Start: 9:00 am Date: 1/10/25 End: 6:00 pm	
Cale	ndar Day of Week:	Friday - event opening	
public art production of local artist traffic bollar completed in		public art project, in conjuction with Constellation's production of The Wizard of Oz. We will hire local artists to temporarily paint sidewalks and traffic bollards to celebrate Oz. The work will be completed in November, to be unveiled at the Canopy of Lights.	
H	Expected Number of Participants: Expected # of vehicles (Use of Parking Spaces to close):		
4. IF YOUR EVENT IS A NEIGHBORHOOD BLOCK PARTY, YOU ARE REQUIRED TO SECURE AND ATTACH THE FOLLOWING:			
	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked The ending point shall be clearly marked Each intersection along the route shall be clearly identified A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed)		
	Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)		
	A properly executed Maintenance of Traffic Plan • Determine if No Parking Signs will be required		
	Noise Permit application		



RE: Notice of Public Meeting

Dear Sir or Madam:

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in the Public Right Way for road closure - public art in right of way

The Board of Public Works meeting to hear this request will be on <u>II/4/24</u> at 5:30 PM. Board of Public Works meetings are held virtually via zoom and in person in the City of Bloomington Council Chambers at City Hall, 401 N. Morton Street, Bloomington, Room 115.

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

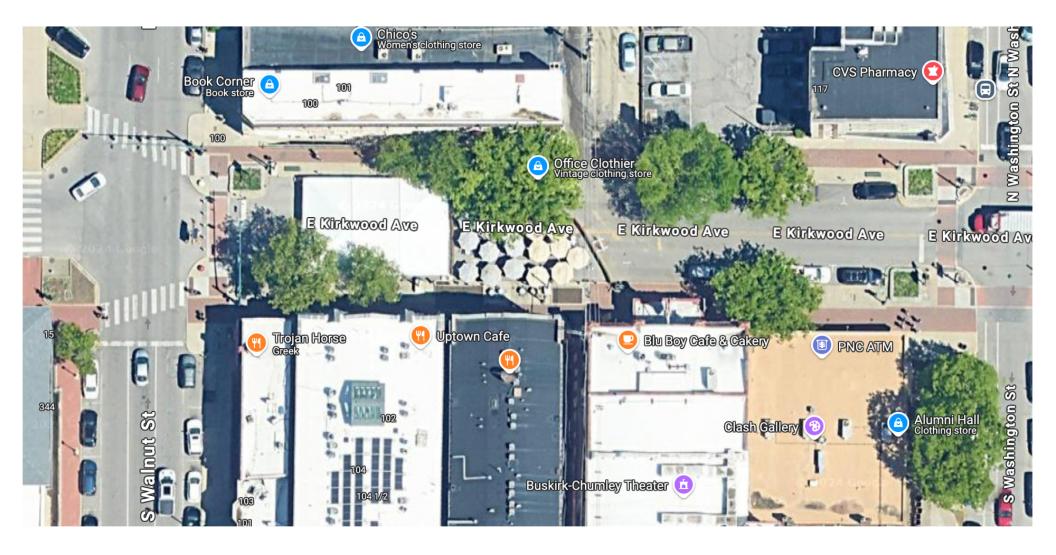
The proposal for this event will be on file and may be examined in the Public Works office on Friday, 10/25/24, prior to the Tuesday, 11/4 124 meeting. All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone you may call 812.349.3411 or email public.works@bloomington.in.gov. Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

BOARD OF PUBLIC WORKS CITY OF BLOOMINGTON, INDIANA

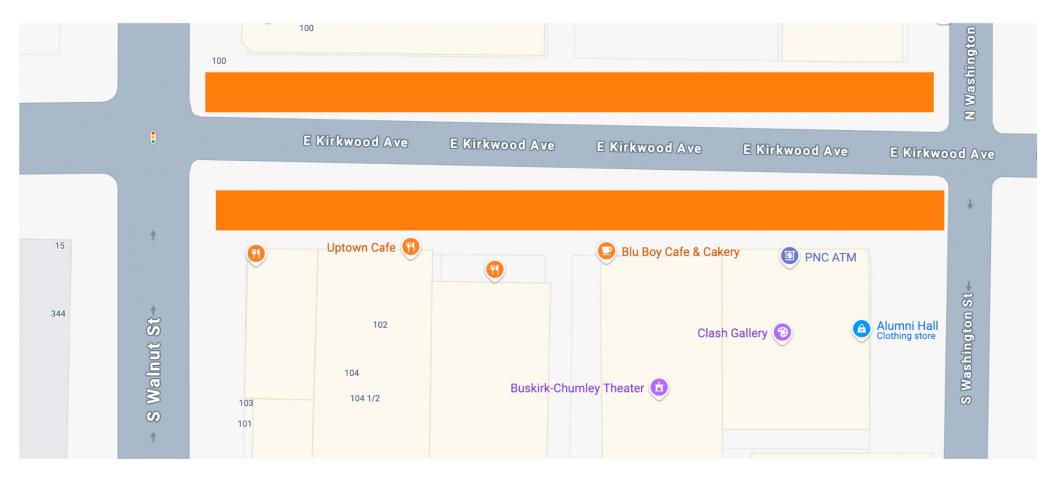
Petitioner:

Sarah Nichols

Date: 10/25/24



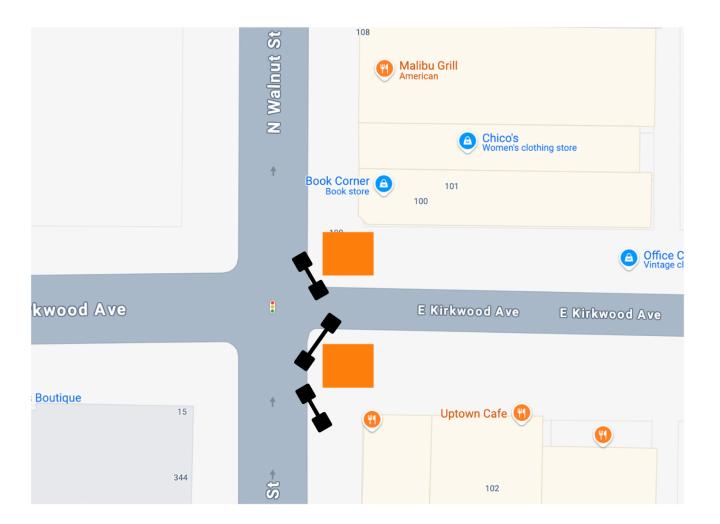
View of 100 block of East Kirkwood, the site of the proposed public art project.



Orange rectangles indicate areas involved in the project. These areas will require 4-6 traffic cones and caution tape to block off during work, which will occur during the month of November over 5-10 days, weather depending. The artist will maintain a 3 foot wide right-of-way during work in all areas. The areas worked in will be approx. 20-30 square feet at a time, with the site moving along the length of the sidewalk as progress is made. Proposed dates for work are November 6,8,11,13,15,18,20, and 22.



View of the northeast and south east corners of the 100 block of East Kirkwood, specifically the concrete orb bollards positioned on these corners.

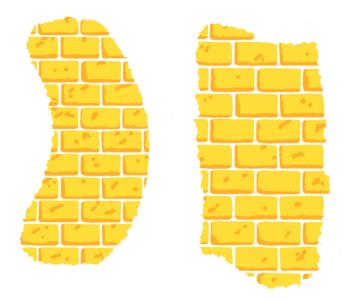


The orange areas represent the position of the bollards and work area, approx. 20sq feet. These areas will need to be blocked during work with type 3 barricades. The work will take place in November (11/9-11/10, 11/12-13) over the course of 4 days, weather depending. They will need 4-6 traffic cones, caution tape, and type 3 traffic barricades positioned on the sidewalk. The artist will maintain a 3 foot wide right-of-way during work.

Artist: Erin Tobey



To be painted in front of the Buskirk-Chumley Theater. Approx. 800 square feet



Additional yellow brick road patches. To be painted sporadically on the sidewalks of the 100 block of East Kirkwood. Approx. 250 square feet



Wizard of Oz easter eggs. To be painted sporadically on the 100 block of East Kirkwood.

Artist: Allyn Boley



Images to be painted on the concrete traffic bollard "orbs" on the northeast and southeast corners of the 100 block of East Kirkwood. The northeast orb will be devoted to the "Good Witch" images, and the southeast orb will be devoted to the "Wicked Witch" images.



Board of Public Works Staff Report

Project/Event: Bloomingscapes Request to Waive ROW Permit Fees

Staff Representative: Dashiell Schonemann-Poppeliers

Petitioner/Representative: Heather Turner

Date: November 4th, 2024

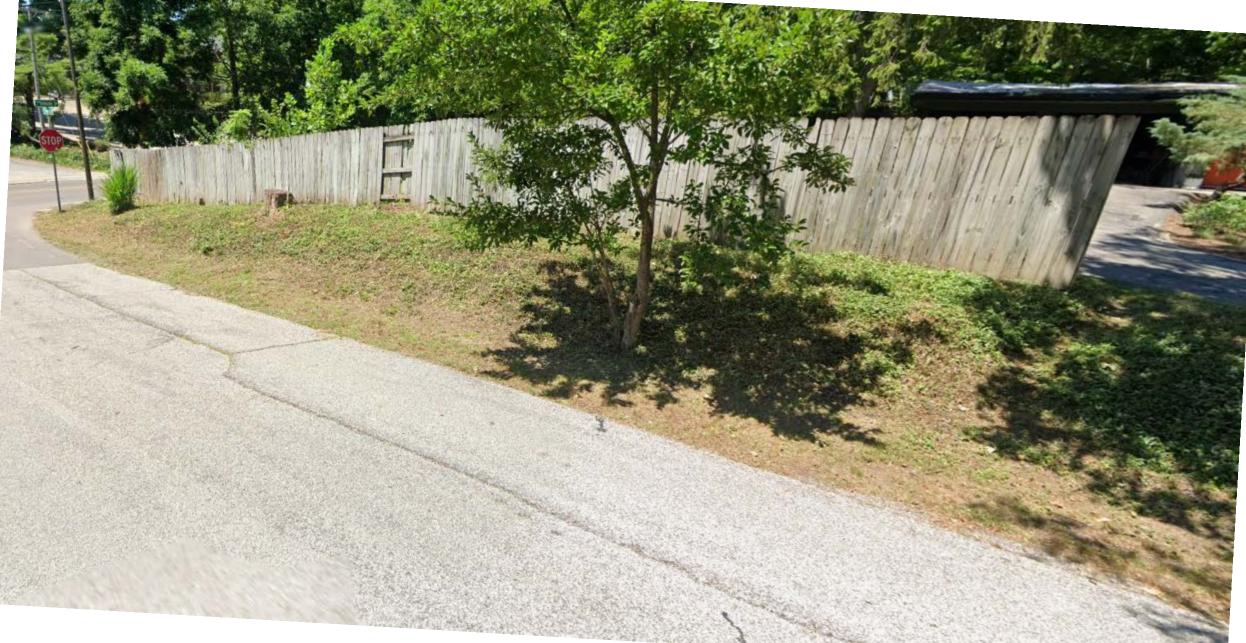
Report: Bloomingscapes is requesting ROW permit fees associated with permit number ROW2024-10-1107 to be waived. The fees include a \$100 ROW permit application fee and a \$97.50 non-pavement fee. This permit is requested for non-pavement excavation and grading work in the ROW in front of the fence at 1412 S Nancy St, as requested by the property owner. The grading work is aimed at improving the ability to maintain the grass portion of the ROW.

Board of Public Works City of Bloomington 401 North Morton Street

We are reaching out at the request of Allison Santarossa, owner at the address of 1412 S Nancy Street Bloomington, IN 47401. As the contractor, it has been requested that we grade in front of the fence, on the east side of property. This will allow her to mow and landscape that area. Being in the Right of Way, it will bring value to the appearance of the property and to the city landscape as well. Due to this, we respectfully ask that the Board of Public Works wave the permit fees for the property owner.

Respectfully,

Heather Turner Bloomingscapes LLC



REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Type of Claim	FUND	Description	Transfer	Amount
Payroll				581,762.71
				581,762.71
	ALLOWANC	E OF CLAIMS		
cept for the claims not a \$ 581,762.71	llowed as shown or	n the register, such claims		
kard, President	Elizabeth Karor	n, Vice President	James Roach, Secre	tary
fy that each of the above ith IC 5-11-10-1.6.		or bill(s) is (are) true and	correct and I have audited	same in
	Payroll mined the claims listed of the claims not a sept for the claims not a sept for the day of Nove ward, President fy that each of the above	Payroll ALLOWANC mined the claims listed on the foregoing reg cept for the claims not allowed as shown or \$ 581,762.71 4th day of November year of kard, President Elizabeth Karol fy that each of the above listed voucher(s) of	Payroll ALLOWANCE OF CLAIMS mined the claims listed on the foregoing register of claims, consisting cept for the claims not allowed as shown on the register, such claims of \$\frac{\$581,762.71}{\$4th}\$ day of November year of 2024. Kard, President Elizabeth Karon, Vice President fy that each of the above listed voucher(s) or bill(s) is (are) true and ith IC 5-11-10-1.6.	Payroll ALLOWANCE OF CLAIMS mined the claims listed on the foregoing register of claims, consisting of 1 sept for the claims not allowed as shown on the register, such claims are hereby allowed in the f \$ 581,762.71 4th day of November year of 2024 . Kard, President Elizabeth Karon, Vice President James Roach, Secretify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited ith IC 5-11-10-1.6.



Board of Public Works Staff Report

Project/Event: Award Construction Contract to S&J Excavation &

Concrete, LLC for the North Dunn Street Sidewalk

Connection

Petitioner/Representative: Engineering Department

Staff Representative: Zac Rogers

Date: November 4th, 2024

Report: This project shall include, but is not limited to, the Construction of approximately 220' of new sidewalk along the east side of Dunn Street between 17th Street and the first parking lot entrance to the IU football stadium. Improvements include the enclosure of the existing ditch with new storm sewer piping and structures, regrading of the area, replacement of the IU parking lot entrance apron pavement, and a connection to existing sidewalk

Bids were publicly opened and read aloud on October 21nd, 2024 12:00 pm, at the Board of Public Works work session. S&J Excavation & Concrete, LLC was the lowest responsive and reasonable bidder.

Bidder	Amount
S&J Excavation & Concrete, LLC	\$141,774.00
Sub-Surface of Indiana, Inc.	\$168,043.20
Monroe LLC	\$195,972.00
Milestone Contractors, LP	\$198,377.00
E&B Paving – Bloomington	\$199,162.00

Board of Public Works Staff Report

Project Status Report

Crider & Crider, Inc.	\$214,590.24
Reed & Sons Construction, Inc.	\$230,274.50
River Town Construction, LLC	\$287,929.10

Engineering recommends awarding the contract to S&J Excavation & Concrete, LLC.

Print Reset Form

City of Bloomington Contract and Purchase Justification Form

Vendor: S&J Excavation & Concrete, LLC Contract Amount: \$141,774.00

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.

	Print/Type Name	Print/Type Title	Depa	rtment
	Zac Rogers	Project Manage	r Engi	neering
3.	State why this vendor was selected S&J Excavation & Concrete, LLC			
2.	List the results of procurement pr # of Submittals: N/A Met city requirements? Met item or need requirements? Was an evaluation team used? Was scoring grid used? Were vendor presentations requested?	Request for Qualifications (RFQu) cocess. Give further explanation we have a second control of the control of	Emergency Purchase where requested. Was the lowest cost selected? (If no, please state below why it was not.)	
1.	Check the box beside the procurer applicable) Request for Quote (RFQ)	Request for Proposal (RFP)	Sole Source	bid tabulation if Not Applicable (NA)
		PURCHASE INFORMATI	ON	

HIMIT THE

CONTRACT COVER MEMORANDUM

TO: Office of the Mayor FROM: Engineering Department DATE: November 4th, 2024

RE: Contract Award, North Dunn Street Sidewalk Connection

Contract Recipient/Vendor Name:	S&J Excavation & Concrete, LLC	
Department Head Initials of Approval:	Andrew Cibor	
Responsible Department Staff: (Return signed copy to responsible staff)	Zac Rogers	
Responsible Attorney: (Return signed copy to responsible attorney)	Aleksandrina Pratt	
Record Destruction Date: (Legal to fill in)	2035	
Legal Department Internal Tracking #: (Legal to fill in)		
Due Date For Signature:	11/4/2024	
Expiration Date of Contract:	45 days from NTP	
Renewal Date for Contract:	N/A	
Total Dollar Amount of Contract:	\$141,774.00	
Funding Source:	454-05-050000-54310, Council Sidewalk	
W9/EFT Complete: (Staff Member of Responsible Dept. to fill in)	Yes	
Affirmative Action Plan Complete (if applicable): (Staff Member of Responsible Dept. to fill in)	Yes	
Procurement Summary Complete: (Staff Member of Responsible Dept. to fill in)	Yes	

Summary of Contract: This project shall include, but is not limited to, the Construction of approximately 220' of new sidewalk along the east side of Dunn Street between 17th Street and the first parking lot entrance to the IU football stadium. Improvements include the enclosure of the existing ditch with new storm sewer piping and structures, regrading of the area, replacement of the IU parking lot entrance apron pavement, and a connection to existing sidewalk.

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

ENGINEERING DEPARTMENT

AND

CONTRACTOR

FOR

North Dunn Street Sidewalk Connection

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Engineering Department through the Board of Public Works (hereinafter CITY), and <u>S&J Excavation & Concrete, LLC</u>, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for This project shall include, but is not limited to, the Construction of approximately 220' of new sidewalk along the east side of Dunn Street between 17th Street and the first parking lot entrance to the IU football stadium. Improvements include the enclosure of the existing ditch with new storm sewer piping and structures, regrading of the area, replacement of the IU parking lot entrance apron pavement, and a connection to existing sidewalk. Incidental work includes resetting of signs, adjusting utility castings to grade, final grading, topsoil, and sodding. (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

- 2.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".
- 2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within forty-five (45) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.
- 2.03 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.
- **2.04** CONTRACTOR agrees that no charges or claims for damages shall be made by him or her for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any

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

ARTICLE 3. COMPENSATION

- **3.01** CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.
- **3.02** Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Bid, attached hereto as Attachment 'E'. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

- <u>3.03</u> 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.
- <u>3.04</u> 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.
- <u>3.05</u> For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his or her own and all subcontracted employees, to City Engineer or his or her representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.
- <u>3.06</u> <u>Engineer</u> The City Engineer shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. RETAINAGE

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

- 4.02 Retainage Amount The retainage amount shall be five percent (5%) of the dollar value of all work satisfactorily completed and shall be withheld until the Contract work is complete. The retainage amount shall be placed in an escrow account with an escrow agent or shall be held by the Board of Public Works ("Board"). Yellow Cardinal Group Columbus, Indiana, shall serve as the escrow agent.
- 4.03 Escrow Agent If an escrow agent is used, the escrow agent, Owner and Contractor shall enter into a written escrow agreement and Contractor shall work directly with the escrow agent to set up the account. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.
- <u>4.04</u> Board If the retainage is held by the Board, the Owner shall place the funds so retained in a retainage account with the Board. Such deposit shall be made within three business days after the date such payments are made to Contractor. No income will be earned or will be payable on the deposit.
- 4.05 Payment of Escrow Amount The escrow agent shall hold the escrowed principal and income until receipt of the notice from Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of Owner, at which time Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the

escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.07.

- 4.06 Payment of Retainage Amount by the Board The Board shall hold the retainage until notice from the Owner that the Contract work has been substantially completed to the reasonable satisfaction of the Owner. At this time, the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the Board to pay the Contractor the retainage. No interest will have been earned or will be payable. Nothing in this section shall prohibit Owner from requiring the Board to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.07.
- 4.07 Withholding Funds for Completion of Contract If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, the Owner may direct the escrow agent or the Board to retain and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent or the Board shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by the Owner or another party under contract with Owner, said funds shall be released to Owner.

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

- **5.02.01** CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his or her services hereunder.
- **5.02.02** If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his or her surety, shall pay the difference to CITY.
- **5.02.03 Default:** If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he or she shall be considered in default. Any one or more of the following will be considered a default:

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

5.05 Insurance

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

Coverage		<u>Limit</u>
A.	Worker's Compensation & Disability	Statutory Requirements
В.	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	
Ε.	Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate. Deductible shall not be more than \$10,000.
F.	Cyber Attack and Cyber Extortion	
	Computer Attack Limit (Annual Aggregate)	\$1,000,000
	Sublimit (Per Occurrence) for Cyber Extortion	\$100,000
	Computer Attack and Cyber Extortion deductible (per occurrence)	\$10,000
G.	Network Security Liability	
	Limit (Annual Aggregate)	\$1,000,000
	Deductible (per occurrence)	\$10,000
Н.	Electronic Media Liability	
	Limit (Annual Aggregate)	\$1,000,000
	Deductible (Per Occurrence)	\$10,000
I.	Fraudulent Impersonator Coverage	
	Limit (Annual Aggregate)	\$250,000
	Deductible (Per Occurrence)	\$5,000

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.
- <u>S.06</u> <u>Necessary Documentation</u> CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.
- 5.07 Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. CONTRACTOR shall comply with Bloomington Municipal Code 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 Non-Discrimination

- 5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.
- 5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

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

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

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

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

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

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification,

discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

- **5.09.01** CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.
- **5.09.02** OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.
- **5.09.03** CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City Engineer and are not subject to arbitration.
- **5.10 Safety**. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.
- **5.10.01** CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11 Amendments/Changes

- **5.11.01** Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.
- **5.11.02** Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.
- **5.11.03** If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he or she shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.
- **5.11.04** CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

5.12 Performance Bond and Payment Bond

- **5.12.01** For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.
- **5.12.02** Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.
- **5.12.03** If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.
- <u>5.13</u> <u>Payment of Subcontractors</u> CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.
- **5.13.01** The surety of the Payment Bond and Performance Bond may not be released until one (1) year after the Board's final settlement with the CONTRACTOR.
- **<u>5.14</u>** 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	S&J Excavation & Concrete, LLC
Attn: Zac Rogers	Attn: Shantilla Morrow
P.O. Box 100 Suite 130	950 Veterans Drive
Bloomington, Indiana 47404	Brownstown, Indiana 47220

- 5.15 Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.
- 5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

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

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Drug Testing Plan

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

DATE:		
City of Bloomington		
BY:	BY:	
Kyla Cox Deckard, President	Contractor Representative	
Elizabeth Karon, Vice President	Printed Name	

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

James Roach, Secretary	Title of Contractor Representative		
Kerry Thompson, Mayor of Bloomington			

ATTACHMENT 'A'

"SCOPE OF WORK"

North Dunn Street Sidewalk Connection

This project shall include, but is not limited to, the Construction of approximately 220' of new sidewalk along the east side of Dunn Street between 17th Street and the first parking lot entrance to the IU football stadium. Improvements include the enclosure of the existing ditch with new storm sewer piping and structures, regrading of the area, replacement of the IU parking lot entrance apron pavement, and a connection to existing sidewalk. Incidental work includes resetting of signs, adjusting utility castings to grade, final grading, topsoil, and sodding. Maintenance of traffic is to be included and is expected to be conducted under flagger operations when needed. No full closure of Dunn Street is anticipated and the street is to be reopened fully each day.

ATTACHMENT 'B'

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

STATE	OF INDIANA)	
COUNT) SS:)	
000111		J	
		AFFIDAVIT	
The un	dersigned, being duly sworn, here	eby affirms and says that:	
1.	The undersigned is the		_ of
		(job title)	
		(company name)	— ·

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

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

Method of Compliance (Specify)		
		, 20
Signature		
Printed Name		
STATE OF INDIANA)) SS:	
COUNTY OF		
Before me, a Notary Pub	olic in and for s	aid County and State, personally appearedand acknowledged the execution of the foregoing th
day of	, 2	and acknowledged the execution of the foregoing th
My Commission Expires:		Signature of Notary Public
		,
County of Residence:		Printed Name of Notary Public
Commission #:		
*Bidders: Add extra sheet	(s), if needed.	

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

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE (OF INDIANA)				
)SS:				
COUNT	Y OF)				
			E-Verify AFF	IDAVIT		
	The undersigned, b	eing duly sworn, h	nereby affirms and sa	ys that:		
1.	The undersigned is	the	of ob title)		·	
_					me)	
2.	i. h	as contracted with	ploys the undersigned h or seeking to contra on a contract to provi	act with the City of Bl	oomington to provide s ty of Bloomington.	services; OR
3.	_	•	to the best of his/her alien," as defined at 8	_	ef, the company named 1324a(h)(3).	d herein does no
4.	The undersigned he participates in the	•	o the best of his/her b	pelief, the company r	named herein is enrolle	d in and
Signatu	re					
Printed	Name					
STATE (OF INDIANA))SS:				
COUNT	Y OF	•				
Before	me, a Notary Public	in and for said Cou	unty and State, persor	nally appeared		and
acknow	ledged the executio	n of the foregoing	this day of _		, 20	
My Con	nmission Expires:					
,			Signature of N	lotary Public		
County	of Residence:				 -	
			Printed Name	e of Notary Public		
Mv Con	nmission #:					

ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

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

Printed Name

STATE OF INDIANA)		
COUNTY OF)SS:		
Before me, a Notary Public in and for said Cou and acknowledged the execution of the forego	· · · · · · · · · · · · · · · · · · ·	, 20
My Commission Expires:	Signature of Notary Public	
County of Residence:	Printed Name of Notary Public	
My Commission #:		

ATTACHMENT 'E'

Proposal Schedule of Items (Unit Prices)

LINE	ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	Total
1	105-06845	CONSTRUCTION ENGINEERING	1	LS	\$9,000.00	\$9,000.00
2	110-01001	MOBILIZATION AND DEMOBILIZATION	1	LS	\$5,000.00	\$5,000.00
3	201-52370	CLEARING RIGHT OF WAY	1	LS	\$4,200.00	\$4,200.00
4	203-08607	LINEAR GRADING	300	LFT	\$5.50	\$1,650.00
5	205-06933	TEMPORARY INLET PROTECTION	2	EACH	\$250.00	\$500.00
6	205-06937	TEMPORARY SILT FENCE	266	LFT	\$5.00	\$1,330.00
7	211-09266	STRUCTURE BACKFILL, TYPE 3	89	CYD	\$95.00	\$8,455.00
8	303-01180	COMPACTED AGGREGATE, NO. 53	109	TON	\$44.00	\$4,796.00
9	304-12624	HMA PATCHING PARTIAL DEPTH, TYPE B	4	TON	\$390.00	\$1,560.00
10	401-10258	JOINT ADHESIVE, SURFACE	130	LFT	\$6.00	\$780.00
11	402-07451	HMA WEDGE AND LEVEL, TYPE B	21	TON	\$230.00	\$4,830.00
12	406-05521	ASPHALT FOR TACK COAT	43	SYD	\$12.00	\$516.00
13	506-06334	PCCP FOR PATCHING, FULL DEPTH, 9 IN.	43	SYD	\$95.00	\$4,085.00
14	604-06070	CONCRETE SIDEWALK, 6 IN., REINFORCED	256	SYD	\$97.00	\$24,832.00
15	604-06070	CONCRETE SIDEWALK, 4 IN.	24	SYD	\$75.00	\$1,800.00
16	605-06150	CURB AND GUTTER, CONCRETE, TYPE C	140	LFT	\$63.00	\$8,820.00
17	610-09108	PCCP FOR APPROACH, 9 IN.	73	SYD	\$105.00	\$7,665.00
18	621-06575	NURSERY SODDING	570	SYD	\$7.50	\$4,275.00
19	715-05146	PIPE, TYPE 2, CIRCULAR, DIAMETER 6 IN.	6	LFT	\$40.00	\$240.00
20	715-05149	PIPE, TYPE 2, CIRCULAR, DIAMETER 12 IN.	15	LFT	\$52.00	\$780.00
21	715-05154	PIPE, TYPE 2, CIRCULAR, DIAMETER 24 IN.	156	LFT	\$110.00	\$17,160.00
22	720-45415	MANHOLE, TYPE D4	2	EACH	\$5,000.00	\$10,000.00
23	720-94840	CASTING, VALVE OR METER, ADJUST TO GRADE	2	EACH	\$1,000.00	\$2,000.00
24	720-98555	INLET, TYPE C15	1	EACH	\$2,500.00	\$2,500.00
25	801-06775	MAINTAINING TRAFFIC	1	LS	\$15,000.00	\$15,000.00
		Total				\$141,774.00

Quality Adjustments

LINE	ITEM	DESCRIPTION	QUANTITY	UNIT	Unit Cost	Total
1	109-08443	QUALITY ADJUSTMENTS, TEMPORARY TRAFFIC CONTROL DEVICES	1	DOL	\$0.00	\$0.00
		QUALITY ADJUSTMENTS, FAILURE TO MAINTAIN TEMPORARY EROSION				
2	109-11362	AND SEDIMENT CONTROL MEASURES	1	DOL	\$0.00	\$0.00
		Total				\$0.00



City of Bloomington

Engineering

Andrew Cibor, City Engineer
401 North Morton Street, Bloomington, IN 47404

[S & J EXCAVATION & CONCRETE LLC] RESPONSE DOCUMENT REPORT

PWP No. TBD

North Dunn Street Sidewalk Connection

RESPONSE DEADLINE: October 21, 2024 at 12:00 pm Report Generated: Tuesday, October 29, 2024

S & J Excavation & Concrete LLC Response

CONTACT INFORMATION

Company:

S & J Excavation & Concrete LLC

Email:

adam.sparks@sjexcavation.com

Contact:

Adams Sparks

Address:

950 Veterans Drive Brownstown, IN 47220

Phone:

(812) 521-9013

Website:

N/A

Submission Date:

Oct 21, 2024 12:00 PM (Eastern Time)

North Dunn Street Sidewalk Connection

QUESTIONNAIRE

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

Pass

Yes

APPROVED AFFIRMATIVE ACTION PLAN*

Pass

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

• 20240219 AAP Packet.pdf

Affirmative_Action_Plan.pdf

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

Pass

Yes

SELECT PAYMENT OPTION?*

Pass

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

Progressive Payments for work completed and invoiced throughout the project.

PWP No. TBD

North Dunn Street Sidewalk Connection

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

Pass

No

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

Pass

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

No

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

Pass

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

Confirmed

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

Pass

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

Yes

UPLOAD APPROVED DRUG TESTING POLICY.*

Pass

PWP No. TBD

North Dunn Street Sidewalk Connection

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

Compliance Affidavit.pdf

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

Pass

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

Confirmed

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

Pass

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

Yes

SUBMIT STATE FORM 96.*

Pass

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

• Indiana State Form 96.pdf

Form 96.pdf

9. When applicable, will you have the retainage held through Yellow Cardinal or by the Board?* Pass

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

Held by the Board.

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

Pass

Confirmed

PART I (To be completed for all bids. Please type or print)

	Date (month, day, y	/ear):10-21-2024	
Governmental Unit (Owner): City of Block			***************************************
2. County: Monroe			
3. Bidder (Firm): S&J Excavation & Concre	ete, LLC		
Address: 950 Veterans Dr.			
City/State/ZIPcode: Brownstown, IN 47	220		
4. Telephone Number: 812-521-9013			
5. Agent of Bidder (if applicable):			
Pursuant to notices given, the undersigned	offers to furnish labor and	d/or material neces	sary to complete
the public works project of North Dunn St. Sidewall	< Connection		
(Governmental Unit) in accordance with plans and s		У	
Etica Group	and dated	9-20-2024	for the sum of
One Hundred Forty One Thousand Soven Seventu Four and colors Dollars			
Seventy Four and color Dollars	· · · · · · · · · · · · · · · · · · ·		

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

	The above bid is ac	cepted this	day of	,, subject to the
follow	ring conditions:			
Contr	acting Authority Memb	ers:		
		_ .		0. 00mmcn 0. 4
			Nigot I III i I I I I I I I I I I I I I I I	
		1	PART II	
	(For projects of \$150,0		36-1-12-4)
	Government	al Unit:		
	Bidder (Firm) S&J Excavation	on & Concrete, LLC	,
	Date (month	, day, year):		
				vith and as a part of his bid.
Attac		each section as needed.		
		SECTION I EXPE	RIENCE QUEST	IONNAIRE
1.	What public works produced the date of the current be		zation completed fo	or the period of one (1) year prior to the
	0	01	Completion	
	Contract Amount 817,064.20	Class of Work Sanitary Sewer	Date 2/13/2024	Name and Address of Owner City of Seymour, IN
	313,196.93	Storm Sewer	7/14/2023	City of Columbus, IN
	158,791.52	Concrete	12/19/2023	INDOT #42880
	22,373.00	Concrete	8/10/2023	City of Columbus, IN
2.		projects are now in proce	<u> </u>	
	Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
	8,832,995.00	Water/Sewer	11/1/2024	City of Indianapolis, DPW
	1,108,931.00	Sanitary Sewer	12/1/2024	City of Jeffersonville, IN
	572,313.00	Sitework / Utilities	11/30/2024	Morgan Co. Judicial Center

1/1/2025

Elanco Skyline, F.A Wilhelm

4,053,942.00

Sitework / Utilities

I	Have you ever failed to complete any work awarded to you? NO If so, where and why?				
-					
_					
J	List references from private firms for which you have performed work.				
-	Robert Phillips, F.A. Wilhelm 317-289-4758				
_	Chris Meyer Calumet, 812-552-3440				
	Jess Testerman, TSW Solutions 317-557-5033				
	Clint Black, Dave O'Mara Contractor 812-592-0523				
-					
	SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE				
	Explain your plan or layout for performing proposed work. <i>(Examples could include a narrative of when</i> you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)				
	Work to begin within 10 Days from NTP. Inventory of Equipment available for project includes:				
	Excavators, Loaders, Dozers, Vacuum Excavtor Truck, Roller / Compactors, Etc.				
	Currently have approx. 25 Field Crew Employees & 5 crews.				
ļ	Please list the names and addresses of all subcontractors (i.e. persons or firms outside your own firm who have performed part of the work) that you have used on public works projects during the past five (5 years along with a brief description of the work done by each subcontractor.				
	Dave O'Mara Contractor - Directional Drilling				
	Synder Construction - Road Boring				
	BSM Group - Traffic Control				
	Professional Concrete Sawing - Road / Concrete Sawing and Coring				

What equipment do you have available to use for the proposed project? Any equipment to be used be subcontractors may also be required to be listed by the governmental unit. Multiple Excavators, Dozers, Loaders, Rollers, Vacuum Excavtor, and misc small equipment Have you entered into contracts or received offers for all materials which substantiate the prices use preparing your proposal? If not, please explain the rationale used which would corroborate the price listed. YES	e U a	Fyou intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are inable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to mmediately notify the governmental unit in the event that you subsequently determine that you will use subcontractor on the proposed project.
Subcontractors may also be required to be listed by the governmental unit. Multiple Excavators, Dozers, Loaders, Rollers, Vacuum Excavtor, and misc small equipment Have you entered into contracts or received offers for all materials which substantiate the prices used preparing your proposal? If not, please explain the rationale used which would corroborate the price listed.		Traffic Control - TBD
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		YES
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SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON - COLLUSION AFFIDAVIT

The undersigned bidder 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 bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

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

SECTION V OATH AND AFFIRMATION

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

	Dated at	Brownstown, IN	this	21	day of	October	, 2024
		S&J E>	cavation 8	k Concrete,	LLC		
		ву_	haut	war!	(Name of Organia	zation)	
		Preside	ent				
		***************************************			(Title of Person S	Gigning)	
		ACK	KNOWLEI	OGEMENT	7		
STATE OF	Indiar	na)					
COUNTY OF	Jacks	on) ss					
Before me, a	Notary Public	, personally appeared	d the above	e-named	Showli	ua hor	VUU_ and
swore that th	e statements c	contained in the foreg	oing docu	ment are tru	ue and correct	•	
Subscribed a	nd sworn to be	efore me this <u>ISM</u>	<u>^</u> da	y of <u>OC</u>	urev	_, <u>2024</u> .	
				0	<u>Uaina</u>	Savey Stary Public	
My Commiss County of Re	ion Expires:	1/05/2031			synthern ALA	INA SANA	
					* STATEMENT STAT	#NO 152863 ** AFR DIANA MARININA	

BID OF
S&J Excavation & Concrete, LLC
(Contractor,
950 Veterans Dr.
(Address
Brownstown, IN 47220
FOR
PUBLIC WORKS PROJECTS
OF
City of Bloomington
N. Dunn St. Sidewalk Connection Project
Filed,
Action taken

Roger Kerr *Fire Chief*



Tania Daffron

Assist Chief of Admin

Jason Zeeks

Assist Chief of Operations

Max Litwin Deputy Chief

City of Bloomington Fire Department

Travis DrescherSkyler PittmanScott McKnightSteve WeaverBC of TrainingBC-Gold ShiftBC-Black ShiftBC-Red Shift

TO: Board of Public Works

FROM: Max Litwin, Deputy Fire Chief

DATE: 10/30/24 RE: FS#3 Contracts

The City of Bloomington received bids for three prime contractor bid packages on October 21, 2023 for the Fire Station 3 Renovation. Two out of three bid packages received multiple proposals. Weddle Bros. solicited pricing from multiple general trades contractors which include (Building Associates, Abel Construction, Fox Construction, Strauser Construction, Boldin Construction). Only one bid was received for bid package one.

After reviewing all bids and reviewing the scope of work with each apparent low bidder it is the recommendation that the following bids be awarded.

The bid package scopes are as follows:

- 1. General trades
- 2. Mechanical / plumbing
- 3. Electrical

BP-01	Building Associates	\$ 2,435,700.00
BP-02	Commercial Services	\$ 665,500.00
BP-03	Woods Electrical	\$ 610,175.00
ALT-01	Roof 30 Warranty	\$ 5,000.00
	Recommendation	\$ 3,716,375.00

Print Reset Form

City of Bloomington Contract and Purchase Justification Form

Vendor: Building Associates Contract Amount: \$2,435,700.00

add Alt. 2: \$5,000.00 total: \$2,440,700.00

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.

1.	Check the box beside the procure applicable)	ment method used to initiate this	procurement: (Attach a quote o	bid tabulation if
	Request for Quote (RFQ)	Request for Proposal (RFP)	Sole Source	Not Applicable
	Invitation to Bid (ITB)	Request for Qualifications (RFQu)	Emergency Purchase	└── (NA)
2.	List the results of procurement p	process. Give further explanation	where requested.	Yes No
	# of Submittals: 1	Yes No	Was the lowest cost selected? (If no please state below why it was not.)	
	Met city requirements? Met item or need requirements?		Only one bid was received from	n this bid package.
	Was an evaluation team used?			
	Was scoring grid used?			
	Were vendor presentations requested?			
3.	State why this vendor was selected	ed to receive the award and contra	oct:	
	full scope of work. Weddle Bros	ed as the only vendor to submit a . solicited pricing from multiple ge Fox Construction, Strauser Const	eneral trades contractors which	
	Max Litwin	Deputy Chief	F	ire
	Print/Type Name	Print/Type Title	 Depa	rtment

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

CITY OF BLOOMINGTON PUBLIC WORKS DEPARTMENT

AND

CONTRACTOR

FOR

BLOOMINGTON FIRE STATION 3 RENOVATION / ADDITION

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, through the Board of Public Works (hereinafter CITY), and Building Associates, Inc. (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for The Contractor shall furnish all necessary labor and materials, and equipment for renovating and building an addition to the Bloomington Fire Department, Station 3, per plans and specifications prepared by Martin Riley dated <u>September 16, 2024</u>.

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

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

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

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

ARTICLE 1. ___TERM

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

ARTICLE 2. SERVICES

- 2.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".
- 2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR by August 31, 2025, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.
- 2.03 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.
- 2.04 CONTRACTOR agrees that no charges or claims for damages shall be made by him or her for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

- <u>3.01</u> CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.
- <u>3.02</u>. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Bid, attached hereto as Attachment 'E'. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

- <u>3.03</u>. The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.
- .3.04. CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.
- 3.05 For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his or her own and all subcontracted employees, to City Engineer or his or her representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.
- <u>3.06</u> <u>Engineer</u> The City Engineer or **Weddle Bros. Building Group, LLC** 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. . When referred to throughout the Contact Documents the term "Engineer" refers to the **Construction Manager** or his/her designee.

ARTICLE 4. RETAINAGE

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

- Retainage Amount. The retainage amount withheld shall be held by Board of Public Works ("Board") or shall be placed in an escrow account with an escrow agent. Yellow Cardinal Group Columbus, Indiana, shall serve as the escrow agent. If an escrow agent is used, 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. If an escrow agent is used, Contractor shall work directly with the escrow agent to set up the account. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.
- 4.02 Payment of Retainage Amount. The escrow agent or the Board shall hold the retainage 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 or the Board to pay to the Contractor the retainage, including both specifying the amount of retainage to be released and the person to whom that portion is to be released. After receipt of the notice, the escrow agent or the Board shall remit the designated funds to the person specified in the notice. If the escrow agent held the retainage, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees. If the Board held the retainage, no interest will have been earned or will be payable. However, nothing in this section shall prohibit Owner from requiring the escrow agent or the Board to withhold amounts necessary to complete minor items of the Contract following substantial completion of the Contract in accordance with the provisions of paragraph 4.03.

- **Escrow Agent** The retainage amount withheld shall be placed in an escrow account. Yellow Cardinal Advisory Group, Columbus, Indiana, shall serve as the escrow agent.
- 4.04 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.
- 4.05 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.
- 4.06 <u>Withholding Funds for Completion of Contract</u> 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/Construction Manager. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his or her surety, shall pay the difference to CITY.

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

- 5.04.01 This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:
 - 1. This Agreement and its Attachments.
 - 2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
 - 3. All Addenda to the Bid Documents.
 - 4. The Invitation to Bidders.
 - 5. The Instructions to Bidders.
 - 6. The Special Conditions.
 - 7. All plans as provided for the work that is to be completed.
 - 8. The Supplementary Conditions.

- 9. The General Conditions.
- 10. The Specifications.
- 11. CONTRACTOR'S submittals.
- 12. The Performance Bond and the Payment Bond.
- 13. The Escrow Agreement.
- 14. Request for Taxpayer Identification number and certification: Substitute W-9.

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

.5.05. Insurance

5.05.01

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

The Service Provider agrees to furnish the Department with a certificate of insurance upon execution of this Agreement. Service Provider shall maintain comprehensive insurance in the following amounts:

- Comprehensive General Liability Insurance
 - o \$1,000,000 for each occurrence;
 - \$1,000,000 personal injury and advertising injury;
 - \$2,000,000 products and completed operations aggregate; and
 - o \$2,000,000 general aggregate.
- Automobile Liability providing coverage for all owned, hired and non-owned autos.
 - The limit of liability required is \$1,000,000 each accident.
- Workers Compensation and Employers Liability (only if statutorily required for Service Provider).
 - The limits required are:
 - Workers Compensation Statutory.
 - Employers Liability--\$1,000,000 for each accident, for each employee.
- Umbrella/Excess Liability with a required limit of \$1,000,000.
- Computer Attack and Cyber Extortion

0	Computer Attack Limit – Annual Aggregate	\$1,000,000
	Sublimits – Per Occurrence – Cyber Extortion	\$100,000
0	Computer Attack and Cyber Extortion Deductible – Per Occurrence	\$10,000

Network Security Liability

Network Security Liability Limit – Annual Aggregate	\$1,000,000
Network Security Liability Deductible – Per Occurrence	\$10,000

Electronic Media Liability

-	Electronic Media Liability – Annual Aggregate	\$1,000,000
0	Electronic Media Liability – Per Occurrence	\$10,000

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, Department, and the officers, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be

held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

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.
- <u>5.06.</u> <u>Necessary Documentation</u> 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.
- <u>5.07.</u> <u>Applicable Laws</u> CONTRACTOR agrees to comply with all federal, state, and local laws, rules, and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. CONTRACTOR shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state, and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 Non-Discrimination

- **5.08.01** CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.
- **5.08.02** CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

- **5.09.01** CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.
- 5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.
- **5.09.03** CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City Engineer and are not subject to arbitration.
- <u>5.10.</u> <u>Safety.</u> CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.
- **5.10.01** CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11 Amendments/Changes

- **5.11.01** Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.
- **5.11.02** Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.
- **5.11.03** If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he or she shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.
- **5.11.04** CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

5.12 Performance Bond and Payment Bond

- **5.12.01** For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with both a Performance Bond and a Payment Bond each in the amount of one hundred percent (100%) of the contract amount.
- **5.12.02** Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.
- **5.12.03** If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 <u>et seq.</u> 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.
- <u>5.13.</u> Payment of Subcontractors CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.
- **5.13.01** The surety of the Payment Bond and Performance Bond may not be released until one (1) year after the Board's final settlement with the CONTRACTOR.
- <u>5.14.</u> <u>Written Notice</u> 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	Building Associates, Inc.
Attn: Corporation Counsel, Legal Dept.	Martie Vandevener - Controller
P.O. Box 100	3701 Jonathan dr.
Bloomington, Indiana 47402	Bloomington, IN 4404
Copy to:	
City of Bloomington Fire Station #3	
Attn: Weddle Brothers	
PO Box 1330	
Bloomington, Indiana 47402	

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

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

5.17. Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for

CONTRACTOR'S employee drug testing program throughout the term of this project.			
IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands.			
DATE: City of Bloomington Bloomington Board of Public Works			
BY:	BY:		
Kyla Cox Deckard, President	Contractor Representative		
Elizabeth Karon, Vice President	Printed Name		
James Roach, Secretary	Title of Contractor Representative		
	«		
Approved as to form: Jessica McClellan, Controller			
Approved as to form: Margie Rice, Corporation Counsel			

drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement

ATTACHMENT 'A'

"SCOPE OF WORK"

BLOOMINGTON FIRE STATION 3 RENOVATION / ADDITION SPEC SECTION 01 1200 – MULTIPLE CONTRACT SUMMARY

- A. General Scope Inclusions Applicable to all Bid Packages
 - 1. Safety
 - a. Each prime contractor must conduct weekly safety inspections.
 - b. All prime contractors, subcontractors, onsite visitors, etc. will comply with Weddle Bros. Building Group, LLC safety policies and procedures including but not limited to safety glasses, high visibility, hard hats, gloves, ear plugs as required, Kevlar sleeves as required.
 - Daily reports are to be submitted in Autodesk Build, Weddle's document management software. Licenses are free and access will be provided to each user requiring access.
 - 3. Unless otherwise indicated, the work described in this Section for each Contract shall be complete systems and assemblies, including products, components, accessories, and installation required by the Contract Documents.
 - 4. This summary should in no way be construed as being all inclusive. It is issued as a guide to aid in the assignment of Work.
 - 5. Each contract shall include provisions for its own excavation and backfill.
 - 6. Blocking shall be the work of the General Trades Contract unless noted otherwise. All trades are required to coordinate and verify blocking requirements prior to enclosing walls or ceilings. Any blocking not captured that will require additional work to open up finished areas will be the responsibility of the requiring trade.
 - 7. Furnishing of access panels for the work of each Bid Package shall be the work of each contract for its own work. Installation of access panels shall be the work of the General Trades Contract.
 - 8. Housekeeping pads shall be completed by the requiring contractor.
 - 9. Roof-mounted equipment curbs shall be furnished by the requiring contractor and turned over to the BC01 contractor for installation.
 - 10. Roof penetrations for the work of each Contract shall be coordinated by the requiring contractor with the BC01 contractor.
 - 11. Cutting and Patching: Work shall be coordinated to avoid cutting and patching within the facility. Exterior cutting and patching (i.e. utility work) will be assigned to the appropriate Bid Category. Concrete slab cutting and patching to be assigned to the BC01 General Trades bid package.
 - 12. Progress cleaning of work areas affected by its operations shall be the responsibility of each contractor on a daily basis. Debris is to be removed to dumpsters on a daily basis. Upon completion of the contractor's work, area must be broom cleaned with all debris, excess material removed, etc. with the space ready for final cleaning.
 - 13. Each bid package is to include Joint Sealants as applicable to their scope of work.
 - 14. Each bid package is to include firestopping as applicable to their scope of work.
 - 15. Any permits required shall be provided by the requiring contractor.
 - 16. Materials and Special Inspection Testing is provided by the Prime Bidders. Include provisions in bids for inspections that are applicable to the scope of work included in the Bid Category.
 - 17. Trades are to provide their own hoisting including unloading of materials.

 Include any mockups required in the documents. If a composite mockup is required, include

the components that are applicable to the scope of work being performed. Each contractor is responsible for core drilling their own work.

B. Bid Category Scopes of Work

1. BC01 General Trades

- i. Include an Owner's Contingency Allowance of \$150,000. Bidders are to include markups, overhead, and profit in their base bid. Scope and amounts applied to this allowance are not to include markups, overhead, and profit.
- ii. Include an Owner's Allowance of \$5,000 for artwork. Scope to be determined.
- iii. Include general building permit and any ROW permits required.
- iv. Include final cleaning.
- v. General Trades contactor will provide an adequate number of first aid kids, bottled water, fire extinguishers, safety signage, and orientation hard hat stickers as specified by CM.
- vi. Provide temporary fencing and any required barricades once the fence is removed.
- vii. Provide any lawn mowing within the project limits throughout construction.
- viii. Provide snow and ice clearing on walkways.
- ix. Provide any temporary enclosures, walls, doors required throughout construction.
- x. Furnish CM jobsite office must be large enough to hold weekly contractor coordination meetings. Minimum size of 12'x60', to include (2) offices and a conference room. CM to provide furniture, General Trades to pick up (within 10 mile radius), relocate, and set furniture within trailer. Trailer will be provided with high-speed internet.
- xi. Include all MOT signage as required by City of Bloomington.
- xii. Provide all dumpsters for demo and general use.
- xiii. Provide trash bins within the work area for daily cleanup.
- xiv. Include all site demo, site grading, utilities, erosion control, site concrete, asphalt paving, landscaping.
- xv. Furnish and install bollards.
- xvi. Bring new utilities to within 5'-0" of the building.
- xvii. Include any required tap fees or utility connection fees.
- xviii. Include any water meters for domestic or fire protection lines.
- xix. Backfill road cuts per City of Bloomington / City of Bloomington Utilities standards.
- xx. Include trash enclosure.
- xxi. Street sweeping throughout the duration of the project.
- xxii. Gravel parking and laydown yard with geo-textile material underneath. Gravel will be added as required.
- xxiii. Include selective and structural demolition. Provide any shoring necessary to preserve structural integrity and provide and safe environment.
- xxiv. Dispose of all materials in accordance with all applicable laws and regulations.
- xxv. Include structural concrete foundations, slabs, etc. as detailed in the documents.
- xxvi. Include masonry work as detailed in the documents.
- xxvii. Include structural steel work as detailed in the documents.
- xxviii. Furnish and install canopies.
- xxix. Include in-wall / in-ceiling blocking for all accessory items, casework, trims, doors/hardware, windows, etc.
- xxx. Include all finish carpentry wood trims, sills, casings, casework, counters, etc.
- xxxi. Include architectural firestopping.
- xxxii. Include roofing as noted in the documents. Ensure temporary watertight conditions where tear off and re-roof activities occur. Roofing system shall include all flashings, accessories, drainage, etc. to provide a complete and functional system.
- xxxiii. Include all exterior façade components including, but not limited to, fluid applied air

and water barrier, rigid insulation, fiber cement panels. Include all furring strips, sealants, accessories, etc. to provide a complete and functional façade system per the documents.

- xxxiv. Furnish and install screenwall.
- xxxv. Furnish and install doors, frames, and hardware.
- xxxvi. Furnish and install all windows / glazing systems.
- xxxvii. Furnish and install all partition walls.
- xxxviii. Furnish and install all drywall.
- xxxix. Furnish and install all ceiling systems including turf ceiling cloud in Reading Room 123.
 - xl. Furnish and install all insulation.
 - xli. Painting
 - xlii. Flooring all types.
 - xliii. Furnish and install kitchen equipment.
 - xliv. Furnish and install appliances.
 - xlv. Furnish and install gear storage equipment.
 - xlvi. Furnish and install signage as indicated in the documents.
 - xlvii. Furnish and install fire extinguishers, cabinets, brackets.
- xlviii. Furnish and install all toilet accessories.
- xlix. Furnish and install apparatus bay door.
 - Include floor prep at renovation to ensure new flooring is compatible with existing conditions.
 - Complete moisture tests to ensure new concrete work is compatible with new flooring adhesion requirements.
 - lii. Iii. Fire protection scope shall provide a complete system. ALL piping for a complete system, this includes exterior underground pipe and connections.
- liii. Furnish and install flagpole.
- liv. Furnish and install phase 3 fence/gate to secure temp storage of apparatus.
- lv. Include concrete slab cutting and patching.
- 2. Alternate No. TWO Add alternate for increased quality of Roof Membrane system from 20 year warranty roof to 30 year warranty Roof.
 - Base Bid item Section 07 5400 Thermoplastic Membrane Roofing and R-Series Drawings 20 year warranty and 60 mil Roof See Section for full scope
 - 2. Add Alternate item: Section 07 5400 Thermoplastic Membrane Roofing 30 year Warranty and 80 mil Roof See section for full scope.

C. Enumeration of Contract Documents – Specifications Rev 9/16/2024

Project Manual

Fire Marshal Design Release Report

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06 1000 - Rough Carpentry

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05 4000 - Cold-Formed Metal Framing

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07 5400 - Thermoplastic Membrane Roofing 07 6200 - Sheet Metal Flashing and Trim

06 4100 - Architectural Wood Casework

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07 7100 - Roof Specialties
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DIVISION 27 -- COMMUNICATIONS
     27 0529 - Hangers and Supports for Communications Systems
     27 1000 - Structured Cabling
 DIVISION 28 -- ELECTRONIC SAFETY AND SECURITY
     28 1000 - Access Control
```

DIVISION 31 -- EARTHWORK

31 1000- Site Clearing

28 4600 - Fire Detection and Alarm

31 2200- Grading

31 2316- Excavation

31 2323- Fill

DIVISION 32 -- EXTERIOR IMPROVEMENTS

32 1123 - Aggregate Base Courses

32 1216 - Asphalt Paving

32 1313 - Concrete Paving

32 1413 - Precast Concrete Unit Paving

32 1623 - Sidewalks

32 1723 - Pavement Markings

32 9219 - Seeding

32 9300 - Plants

DIVISION 33 -- UTILITIES

33 1416 - Site Water Utility Distribution

33 3113 - Site Sanitary Sewerage Gravity Piping

D. Enumeration of Contract Documents - Drawings Rev 9/16/2024

DRAWINGS

T101 TITLE SHEET

G101 GENERAL NOTES

G102 GENERAL NOTES & WALL TYPES

G103 PHASING PLAN

SV ALTA/NSPS Survey

C101 DEMOLITION PLAN

C200 SITE LAYOUT PLAN

C300 GRADING PLAN

C400 UTILITY PLAN

C800 SITE DETAILS

C900 EROSION CONTROL PLAN

C901 EROSION CONTROL DETAILS

L100 SITE LANDSCAPE PLAN

D101 DEMOLITION PLANS

D201 DEMOLITION ELEVATIONS

S001 STRUCTURAL SPECIFICATIONS

S002 STRUCTURAL SPECIFICATIONS

S101 FOUNDATION PLANS

S201 FRAMING PLANS

S202 FRAMING PLANS & DETAILS

S203 FRAMING PLANS & LINTEL SCHEDULE

S301 STRUCTURAL SECTIONS

S401 FOUNDATION DETAILS

S402 FOUNDATION DETAILS

S501 STRUCTURAL DETAILS

S502 STRUCTURAL DETAILS

S503 STRUCTURAL DETAILS

A001 LIFE SAFETY PLAN

A101 FLOOR PLAN

A110 ENLARGED PLAN DETAILS

A201 BUILDING ELEVATIONS

A202 BUILDING ELEVATIONS

A401 BUILDING SECTIONS

A402 BUILDING SECTIONS

A410 WALL SECTIONS

A411 WALL SECTIONS

A510 DOOR SCHEDULE AND DETAILS

A511 STOREFRONT ELEVATIONS AND DETAILS

A512 STOREFRONT/DOOR DETAILS

A601 ROOM FINISH SCHEDULE

A602 FINISH PLAN

A610 INTERIOR ELEVATIONS

A611 INTERIOR ELEVATIONS

A612 INTERIOR ELEVATIONS

A613 INTERIOR ELEVATIONS

AS101 ARCHITECTURAL SITELINE STUDY

R101 ROOF PLAN

R102 SOLAR ROOF PLAN

R201 ROOF DETAILS

R202 ROOF DETAILS

R203 ROOF DETAILS

R204 ROOF DETAILS

R205 ROOF DETAILS

R206 ROOF DETAILS

P101 PLUMBING PLAN

P102 ENLARGED PLUMBING PLANS

P301 PLUMBING SCHEDULES & DETAILS

P302 PLUMBING ISOMETRIC DIAGRAMS

P303 PLUMBING ISOMETRIC DIAGRAMS

M101 MECHANICAL PLAN

M102 MECHANICAL DIAGRAM

M301 MECHANICAL SCHEDULES & DETAILS

MEP101 MEP ROOF PLAN

K101 KITCHEN EQUIPMENT

K102 KITCHEN EQUIPMENT

K103 KITCHEN EQUIPMENT

E001 ELECTRICAL SITE PHOTOMETRIC PLAN

E100 ELECTRICAL SITE PLAN

E101 ELECTRICAL POWER PLAN

E301 ELECTRICAL LIGHTING PLAN

E501 ELECTRICAL SCHEDULES & DETAILS

L500 LOCUTION PLANS - BASIS OF DESIGN

E. ADDENDA

Addendum #1 October 3, 2024

Addendum #2 October 15, 2024

Addendum #3 October 17, 2024

ATTACHMENT 'B'

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

STATE OF INDIANA)	
) SS:	
COUNTY OF);	
	AFFIDAVIT	
The undersigned, being duly s	worn, hereby affirms and says that:	
1 The undersigned is th	e	of
I. The uncorag	(job title)	12
	(company name)	

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

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

g this
gt

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

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA
)SS:
COUNTY OF)
E-Verify AFFIDAVIT
The undersigned, being duly sworn, hereby affirms and says that:
1. The undersigned is the of of company name)
2. The company named herein that employs the undersigned:
 has contracted with or seeking to contract with the City of Bloomington to provide services; OR
ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does no
knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned herby states that, to the best of his/her belief, the company named herein is enrolled in and
participates in the E-verify program.
Signature
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:
My Commission Expires: Signature of Notary Public
County of Residence:
Printed Name of Notary Public
My Commission #:
IVIY COMMISSION #:

ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)	
) SS:	
COUNT	Y OF)	
			AFFIDAVIT
The und	dersigned, being d	luly sworn, hereby affirms	and says that:
			o.f
1.	The undersigned	d is the	(job title)
		(con	npany name)
			and the second s
2.	The undersigned	d is duly authorized and ha	s full authority to execute this Affidavit.
3.	The company na iii. iv.	amed herein that employs that contracted with or se is a subcontractor on a co	the undersigned: eking to contract with the City of Bloomington to provide services; OR entract to provide services to the City of Bloomington.
4.	the Contractor	d certifies that Contractor's and Subcontractor for publ de 4-13-18 as amended.	s submitted written plan for a drug testing program to test employees of sic works projects with an estimated cost of \$150,000 is in accordance
5.	The undersigne all provisions of		ontract shall be subject to cancellation should Contractor fail to comply
Signatu	ıre		
Printed	l Name		

STATE OF INDIANA)		
)SS:		
COUNTY OF)		
Before me, a Notary Public in	and for said Coun	ty and State, personally appeared	
		ng this day of	
36			
My Commission Expires:		Signature of Notary Public	
		Signature of Notary 1 abile	
County of Residence:		<u> </u>	
		Printed Name of Notary Public	
My Commission #:			

ATTACHMENT 'E'

BID FORM (page 1 of 2)

BID FORM

This BID Summary Sheet shall be completed and submitted with all other BID Documents.
Bld Package #01 The Lump Sum Base BID amount to complete the 2024 Board of Public Works Project including all associated work per plans and specifications is:
TWO MICHAN FORE HUNDZED THERTY FIVE THOUSAND SEVEN MUNDERO \$ 2.435,700,00
Alternate No. 1 (ADD/DEDUCT)
Alternate No. 2(ADD/DEDUCT) 5.000
The contractor will (check one): invoice a single lump sum at the conclusion of the project submit invoices based on project progress.
Proposed start date for this project is Nov 4th and total of calendar days for completion of base bid. (date)
is 280 (Of days) For projects requiring submission of a Trench Safety Systems Affidavit, the portion of the Lump Sum cost
provided above which is attributable to trench safety systems is: \$N/A
(Only use for combination id) The Lump Sum Base BID amount to complete the 2024 Board of Public Works Project including all associated work per plans and specifications is for combination bid packages:
2.
Optional combination Bid – Bid Packages&
Alternate No. 1 (ADD/DEDUCT)
Alternate No. 2 ADD/DEDUCT)

BID FORM (page 2 of 2)

listed below at the time of the bid must be approved to	November 30, 2025. over 10,000 shall be listed below. Any Subcontractor not by the City of Bloomington prior to performing any work on will not be paid for work under this contract. In accordance in by reference, any Subcontractor performing work on this
SUBCONTRACTORS ADDRE	SS TYPE OF WORK
State conditions that may affect cost, progress, perfo	
 B. Bidder has examined and carefully stridentified in the Bidding Documents, and the following 	udled the Bidding Documents, the other related data g Addenda, receipt of which is hereby acknowledged.
No. 2 Dated Octo	ber 3rd, 2024 ber 16th, 2024 ber 18th, 2024
Name of Bidder. Building Associates, Inc.	_
By: Marke Title Printed:	
Bidder Address:	
3701 Jonathan Drive	
Bloomington IN, 47404	
Telephone: 812-333-6699	_

Print Reset Form

City of Bloomington Contract and Purchase Justification Form

Vendor: Commercial Services Contract Amount: \$665,500.00

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.

work Com	nmercial Services - \$665,50 - \$744,744.00 Max Litwin	0.00	Deputy Chie	ef	F	Fire
work Com	nmercial Services - \$665,50	0.00				
work Com	nmercial Services - \$665,50	0.00				
work Com	nmercial Services - \$665,50	0.00				
	K. THE IUII IISI OI DIUUEIS WEI					
Corr	nmercial Services was selec k. The full list of bidders wer			ave beer	n verified to encompass th	ne full scope o
State	e why this vendor was selecte	ed to recei	ve the award and cont	ract:		
Were	e vendor presentations requested?	? [[
Was	scoring grid used?					
Was	an evaluation team used?					
Met	item or need requirements?					
Met	city requirements?	✓		pleas	e state below why it was not.)	
	Submittals: 2		lo		the lowest cost selected? (If no,	
List t	the results of procurement p	orocess Gi	Request for Qualificatio (RFQu)			Yes No
	Invitation to Bid (ITB)		Dequest for Qualification	".	Emergency Purchase	(NA)
	Request for Quote (RFQ)		Request for Proposal (RFP)	Sole Source	Not Appl
	ck the box beside the procure licable)	ement met	thod used to initiate th	is procui	rement: (Attach a quote or	bid tabulatior

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

CITY OF BLOOMINGTON PUBLIC WORKS DEPARTMENT

AND

CONTRACTOR

FOR

BLOOMINGTON FIRE STATION 3 RENOVATION / ADDITION

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, through the Board of Public Works (hereinafter CITY), and Commercial Services of Bloomington, Inc. (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for The Contractor shall furnish all necessary labor and materials, and equipment for renovating and building an addition to the Bloomington Fire Department, Station 3, per plans and specifications prepared by Martin Riley dated <u>September 16, 2024</u>.

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

- 2.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".
- 2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR by August 31, 2025, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.
- 2.03. It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.
- 2.04. CONTRACTOR agrees that no charges or claims for damages shall be made by him or her for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

- 3.01. CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.
- <u>3.02</u> Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Bid, attached hereto as Attachment 'E'. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

- <u>3.03</u>. 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.
- <u>3.04.</u> CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.
- 3.05 For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his or her own and all subcontracted employees, to City Engineer or his or her representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.
- 3.06 Engineer The City Engineer or Weddle Bros. Building Group, LLC 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. When referred to throughout the Contact Documents the term "Engineer" refers to the Construction Manager or his/her designee.

ARTICLE 4. RETAINAGE

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

- A.01 Retainage Amount. The retainage amount withheld shall be held by Board of Public Works ("Board") or shall be placed in an escrow account with an escrow agent. Yellow Cardinal Group Columbus, Indiana, shall serve as the escrow agent. If an escrow agent is used, 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. If an escrow agent is used, Contractor shall work directly with the escrow agent to set up the account. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.
- 4.02 Payment of Retainage Amount. The escrow agent or the Board shall hold the retainage 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 or the Board to pay to the Contractor the retainage, including both specifying the amount of retainage to be released and the person to whom that portion is to be released. After receipt of the notice, the escrow agent or the Board shall remit the designated funds to the person specified in the notice. If the escrow agent held the retainage, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees. If the Board held the retainage, no interest will have been earned or will be payable. However, nothing in this section shall prohibit Owner from requiring the escrow agent or the Board to withhold amounts necessary to complete minor items of the Contract following substantial completion of the Contract in accordance with the provisions of paragraph 4.03.

- **4.03** Escrow Agent The retainage amount withheld shall be placed in an escrow account. Yellow Cardinal Advisory Group, Columbus, Indiana, shall serve as the escrow agent.
- 4.04 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.
- 4.05 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.
- 4.06 <u>Withholding Funds for Completion of Contract</u> 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/Construction Manager. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his or her surety, shall pay the difference to CITY.

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

- 9. The General Conditions.
- 10. The Specifications.
- 11. CONTRACTOR'S submittals.
- 12. The Performance Bond and the Payment Bond.
- 13. The Escrow Agreement.
- 14. Request for Taxpayer Identification number and certification: Substitute W-9.

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

.5.05. Insurance

5.05.01

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

The Service Provider agrees to furnish the Department with a certificate of insurance upon execution of this Agreement. Service Provider shall maintain comprehensive insurance in the following amounts:

- Comprehensive General Liability Insurance
 - o \$1,000,000 for each occurrence;
 - \$1,000,000 personal injury and advertising injury;
 - \$2,000,000 products and completed operations aggregate; and
 - \$2,000,000 general aggregate.
- Automobile Liability providing coverage for all owned, hired and non-owned autos.
 - The limit of liability required is \$1,000,000 each accident.
- Workers Compensation and Employers Liability (only if statutorily required for Service Provider).
 - The limits required are:
 - Workers Compensation Statutory.
 - Employers Liability--\$1,000,000 for each accident, for each employee.
- Umbrella/Excess Liability with a required limit of \$1,000,000.
- Computer Attack and Cyber Extortion

•	Computer Attack Limit – Annual Aggregate	\$1,000,000
0	Sublimits – Per Occurrence – Cyber Extortion	\$100,000
0	Computer Attack and Cyber Extortion Deductible – Per Occurrence	\$10,000

Network Security Liability

0	Network Security Liability Limit – Annual Aggregate	\$1,000,000
0	Network Security Liability Deductible – Per Occurrence	\$10,000

Electronic Media Liability

	Electronic Media Liability – Annual Aggregate	\$1,000,000
-	Electronic Media Liability – Per Occurrence	\$10,000

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, Department, and the officers, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be

held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

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.
- <u>5.06.</u> <u>Necessary Documentation</u> CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.
- 5.07 Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules, and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. CONTRACTOR shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state, and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 Non-Discrimination

- **5.08.01** CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.
- **5.08.02** CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

- **5.09.01** CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.
- 5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.
- **5.09.03** CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City Engineer and are not subject to arbitration.
- <u>5.10.</u> <u>Safety.</u> CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.
- **5.10.01** CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11 Amendments/Changes

- **5.11.01** Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.
- **5.11.02** Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.
- **5.11.03** If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he or she shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.
- **5.11.04** CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

.5.12. Performance Bond and Payment Bond

- **5.12.01** For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with both a Performance Bond and a Payment Bond each in the amount of one hundred percent (100%) of the contract amount.
- **5.12.02** Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.
- **5.12.03** If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 <u>et seq.</u> 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.
- <u>5.13.</u> Payment of Subcontractors CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.
- **5.13.01** The surety of the Payment Bond and Performance Bond may not be released until one (1) year after the Board's final settlement with the CONTRACTOR.
- <u>5.14.</u> <u>Written Notice</u> 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	Commercial Services of Bloomington, Inc.		
Attn: Corporation Counsel, Legal Dept.	Attn: Gregory Humphrey		
P.O. Box 100	4710 W. Vernial Pike		
Bloomington, Indiana 47402	Bloomington, IN 4404		
Copy to:			
City of Bloomington Fire Station #3			
Attn: Weddle Brothers			
PO Box 1330			
Bloomington, Indiana 47402			

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

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

5.17. Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

- 5.17.04 The United States is defined to include all territory subject to the jurisdiction of the United States.
- **5.17.05** CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for

CONTRACTOR'S employee drug testing program throughout the term of this project. IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands. DATE: City of Bloomington **Bloomington Board of Public Works** BY: BY: Kyla Cox Deckard, President **Contractor Representative** Elizabeth Karon, Vice President **Printed Name** James Roach, Secretary **Title of Contractor Representative** Approved as to form: Jessica McClellan, Controller Approved as to form: Margie Rice, Corporation Counsel

drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement

ATTACHMENT 'A'

"SCOPE OF WORK"

BLOOMINGTON FIRE STATION 3 RENOVATION / ADDITION SPEC SECTION 01 1200 – MULTIPLE CONTRACT SUMMARY

- A. General Scope Inclusions Applicable to all Bid Packages
 - 1. Safety
 - a. Each prime contractor must conduct weekly safety inspections.
 - b. All prime contractors, subcontractors, onsite visitors, etc. will comply with Weddle Bros. Building Group, LLC safety policies and procedures including but not limited to safety glasses, high visibility, hard hats, gloves, ear plugs as required, Kevlar sleeves as required.
 - Daily reports are to be submitted in Autodesk Build, Weddle's document management software. Licenses are free and access will be provided to each user requiring access.
 - 3. Unless otherwise indicated, the work described in this Section for each Contract shall be complete systems and assemblies, including products, components, accessories, and installation required by the Contract Documents.
 - 4. This summary should in no way be construed as being all inclusive. It is issued as a guide to aid in the assignment of Work.
 - 5. Each contract shall include provisions for its own excavation and backfill.
 - 6. Blocking shall be the work of the General Trades Contract unless noted otherwise. All trades are required to coordinate and verify blocking requirements prior to enclosing walls or ceilings. Any blocking not captured that will require additional work to open up finished areas will be the responsibility of the requiring trade.
 - 7. Furnishing of access panels for the work of each Bid Package shall be the work of each contract for its own work. Installation of access panels shall be the work of the General Trades Contract.
 - 8. Housekeeping pads shall be completed by the requiring contractor.
 - 9. Roof-mounted equipment curbs shall be furnished by the requiring contractor and turned over to the BC01 contractor for installation.
 - 10. Roof penetrations for the work of each Contract shall be coordinated by the requiring contractor with the BC01 contractor.
 - 11. Cutting and Patching: Work shall be coordinated to avoid cutting and patching within the facility. Exterior cutting and patching (i.e. utility work) will be assigned to the appropriate Bid Category. Concrete slab cutting and patching to be assigned to the BC01 General Trades bid package.
 - 12. Progress cleaning of work areas affected by its operations shall be the responsibility of each contractor on a daily basis. Debris is to be removed to dumpsters on a daily basis. Upon completion of the contractor's work, area must be broom cleaned with all debris, excess material removed, etc. with the space ready for final cleaning.
 - 13. Each bid package is to include Joint Sealants as applicable to their scope of work.
 - 14. Each bid package is to include firestopping as applicable to their scope of work.
 - 15. Any permits required shall be provided by the requiring contractor.
 - 16. Materials and Special Inspection Testing is provided by the Prime Bidders. Include provisions in bids for inspections that are applicable to the scope of work included in the Bid Category.
 - 17. Trades are to provide their own hoisting including unloading of materials.

 Include any mockups required in the documents. If a composite mockup is required, include

the components that are applicable to the scope of work being performed. Each contractor is responsible for core drilling their own work.

B. Bid Category Scopes of Work

- 2. BC02 Mechanical / Plumbing
 - i. Include an Owner's Contingency Allowance of \$100,000. Bidders are to include
 - ii. markups, overhead, and profit in their base bid. Scope and amounts applied to this
 - iii. allowance are not to include markups, overhead, and profit.
 - iv. Provide temporary heat, cooling, fans.
 - v. Connect to utility services 5'-0" outside of the building.
 - vi. Provide domestic water system.
 - vii. Provide sanitary sewer system.
 - viii. Provide natural gas piping system.
 - ix. Provide storm drainage if indicated within the building footprint.
 - x. Provide plumbing fixtures. Include caulking of all fixtures installed under this category.
 - xi. Coordinate any interface points with other trades
 - xii. Provide a complete mechanical scope of work as required by the documents.
 - xiii. Hydronic piping system and equipment.
 - xiv. Sheet metal.
 - xv. Insulation.
 - xvi. Test and Balance.

C. Enumeration of Contract Documents – Specifications Rev 9/16/2024

Project Manual

Fire Marshal Design Release Report

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- 07 9005 Joint Sealers

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   09 6566 - Resilient Athletic Flooring
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A201 BUILDING ELEVATIONS

A202 BUILDING ELEVATIONS

A401 BUILDING SECTIONS

A402 BUILDING SECTIONS

A410 WALL SECTIONS

A411 WALL SECTIONS

A510 DOOR SCHEDULE AND DETAILS

A511 STOREFRONT ELEVATIONS AND DETAILS

A512 STOREFRONT/DOOR DETAILS

A601 ROOM FINISH SCHEDULE

A602 FINISH PLAN

A610 INTERIOR ELEVATIONS

A611 INTERIOR ELEVATIONS

A612 INTERIOR ELEVATIONS

A613 INTERIOR ELEVATIONS

AS101 ARCHITECTURAL SITELINE STUDY

R101 ROOF PLAN

R102 SOLAR ROOF PLAN

R201 ROOF DETAILS

R202 ROOF DETAILS

R203 ROOF DETAILS

R204 ROOF DETAILS

R205 ROOF DETAILS

R206 ROOF DETAILS

P101 PLUMBING PLAN

P102 ENLARGED PLUMBING PLANS

P301 PLUMBING SCHEDULES & DETAILS

P302 PLUMBING ISOMETRIC DIAGRAMS

P303 PLUMBING ISOMETRIC DIAGRAMS

M101 MECHANICAL PLAN

M102 MECHANICAL DIAGRAM

M301 MECHANICAL SCHEDULES & DETAILS

MEP101 MEP ROOF PLAN

K101 KITCHEN EQUIPMENT

K102 KITCHEN EQUIPMENT

K103 KITCHEN EQUIPMENT

E001 ELECTRICAL SITE PHOTOMETRIC PLAN

E100 ELECTRICAL SITE PLAN

E101 ELECTRICAL POWER PLAN

E301 ELECTRICAL LIGHTING PLAN

E501 ELECTRICAL SCHEDULES & DETAILS

L500 LOCUTION PLANS - BASIS OF DESIGN

E. ADDENDA

Addendum #1 October 3, 2024

Addendum #2 October 15, 2024

Addendum #3 October 17, 2024

ATTACHMENT 'B'

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

STATE	OF INDIANA)		
) SS:		
COUNT	Y OF	_)		
			AFFIDAVIT	
The un	dersigned, being duly sworn, h	ereby affirms a	and says that:	
1_	The undersigned is the			of
		(job	title)	
		(compan	v name)	
		(compan	y name)	

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

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

Method of Compliance (Specify)	
Date: _	
Signature	
Printed Name	 1
STATE OF INDIANA)) SS:	
COUNTY OF)	
Before me, a Notary Public in and for sa day of, 20	aid County and State, personally appeared and acknowledged the execution of the foregoing this O
My Commission Expires:	Signature of Notary Public
County of Residence:	Printed Name of Notary Public
Commission #:	
*Bidders: Add extra sheet(s), if needed.	
If Bidder fails to complete and execute this sworejected by the CITY OF BLOOMINGTON.	orn affidavit, his/her Bid may be declared nonresponsive and

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF IN	DIANA)				
)SS:				
COUNTY OF		_)				
			E-Verify AFFID	AVIT		
The	e undersigned, being (tuly sworn, hereby ;	affirms and savs	that:		
1110	undersigned, being	, and the second se	•			
1. The	e undersigned is the		of	(company name)		
		•	•	(company name)		
2. The	e company named he i. has co ii. is a sul	ntracted with or see	king to contract	with the City of Bloomir services to the City of B	ngton to provide services; loomington.	OR
3. The	e undersigned hereby owingly employ an "u	states that, to the benauthorized alien,"	oest of his/her ki as defined at 8 U	nowledge and belief, the Inited States Code 1324	e company named herein a(h)(3).	does not
	e undersigned herby s rticipates in the E-veri		est of his/her bel	ief, the company named	l herein is enrolled in and	
Signature		 0				
Printed Nan	ne					
STATE OF IN	IDIANA))SS:				
COUNTY OF	95					
Before me,	a Notary Public in and ged the execution of t	I for said County and he foregoing this	d State, persona day of	lly appeared	_, 20	and
	,	• -				
My Commis	ssion Expires:					
			Signature of No	tary Public		
County of R	tesidence:				a	
			Printed Name o	notary Public		
My Commis	ssion #:					

ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE (OF INDIANA)			
) SS:			
COUNT	Y OF	_)			
			AFFIDAVIT		
The und	dersigned, being duly sworn,	hereby affirms	and says that:		
1.	The undersigned is the			of	
1.	The undersigned is the		(job title)		
		(con	npany name)	·	
2.	The undersigned is duly au	thorized and ha	s full authority to execu	te this Affidavit.	
3.	The company named herei iii. has contr iv. is a subco	racted with or se	the undersigned: eeking to contract with ontract to provide servi	the City of Bloomingtor ces to the City of Bloom	n to provide services; OR nington.
4.	The undersigned certifies t the Contractor and Subcon with Indiana Code 4-13-18	tractor for publi	s submitted written plar lic works projects with a	n for a drug testing prop n estimated cost of \$15	gram to test employees o 50,000 is in accordance
5.	The undersigned acknowle all provisions of the statute		Contract shall be subject	to cancellation should	Contractor fail to comply
Signatu	ure				
Printed	l Name				

STATE OF INDIANA))SS:	
COUNTY OF	•	
	for said County and State, personally appeared of the foregoing this day of	
My Commission Expires:	Signature of Notary Public	_
County of Residence:	Printed Name of Notary Public	_
My Commission #:		

ATTACHMENT 'E'

BID FORM (page 1 of 2)

BID FORM

This BID Summary Sheet shall be completed and submitted with all other BID Documents.
Bid Package # 2 The Lump Sum Base BID amount to complete the 2024 Board of Public Works Project including all associated work per plans and specifications is:
six handred sixty five thousand fine hundred dollars, \$665,500.
Alternate No. 1 (ADD/DEDUCT) No Bid
Alternate No. 2 ADD/DEDUCT) No Bid
The contractor will (check one): invoice a single lump sum at the conclusion of the project. submit invoices based on project progress.
Proposed start date for this project is 11-11-2024 and total of calendar days for completion of base bid. (date)
is 365 (Of days) For projects requiring submission of a Trench Safety Systems Affidavit, the portion of the Lump Sum cost
provided above which is attributable to trench safety systems is: \$ NA
(Only use for combination id) The Lump Sum Base BID amount to complete the 2024 Board of Public Works Project including all associated work per plans and specifications is for combination bid packages: 2. No Bid
NA & NA
Optional combination Bid - Bid Packages &NA
Alternate No. 1 (ADD/DEDUCT) No Bid
Alternate No. 2 ADD/DEDUCT) No Bid

BID FORM (page 2 of 2)

Any and all Subcontractors performing work valued over 10,000 shall be listed below. Any Subcontractor not
Any and all Subcontractors performing work valued over 10,000 shall be tisted below. Pary observations and work on listed below at the time of the bid must be approved by the City of Bloomington prior to performing any work on listed below at the time of the bid must be approved by the City of Bloomington prior to performing any work on
listed below at the time of the bid must be approved by the City of bloomington prior to performing work on this contract. Subcontractors not listed or approved will not be paid for work under this contract. In accordance this contract. Subcontractors not listed or approved will not be paid for work under this contract. In accordance
this contract. Subcontractors not listed or approved will not be paid for work direct this contract.
with Indiana Code 5-16-13 et seq., incorporated herein by reference, any Subcontractor performing work on this
contract is a Tier 2 contractor.
TVDC OF WORK
SUBCONTRACTORS ADDRESS TYPE OF WORK
Total Balance 1031 Harrison St Indianapolis IN 46202 - Test and Balance
Gribbins Insulation 1400 E Columbia St Evansville IN 47711 - Duct and Pipe Insulation
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
State conditions that may affect cost, progress, performance, and furnishing of the Work.
State conditions that may affect cost, progress; performance, and the same of
B. Bidder has examined and carefully studied the Bidding Documents, the other related data
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.
Dated 10-3-2024
No. I Dated
NO. 2
No. 3 Dated 10-18-2024
No Dated
A and a
SIGNATURE OF BIDDER Stepred E. Stumphy
a Tell of Tell
Name of Bidder: Commercial Service of Bloomington, Inc.
/ / /
Date: /0/2//24
1 1
BY Greann E. Hundhrey
5)
Name Title Printed:
Name The Fince
Bidder Address:
Bidder Address.
4710 W Vernal Pike
Discovington IN 47404
Bloomington IN 47404
042 220 0114
Telephone: 812-339-9114

The project in its entirety shall be completed by November 30, 2025.

Print

City of Bloomington Contract and Purchase Justification Form

Vendor: Woods Electrical Contract Amount: \$610,175.00 Deduct: \$76,175.00

Total: \$534,000.00

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.

	Print/Type Name	Print/Type Ti	itle De	epartment
	Max Litwin	Deputy Chi	ief	Fire
	Woods Electrical - \$610,175.00 Cassady Electric - \$624,000.00 Electric Plus - \$818,250.00			
	Woods Electrical was selected a The full list of bidders were as fo		been verified to encompass the	e full scope of work.
3.	State why this vendor was selecte	d to receive the award and con	ntract:	
	Were vendor presentations requested?			
	Was scoring grid used?			
	Was an evaluation team used?			
	Met city requirements? Met item or need requirements?			
	# of Submittals: 3	Yes No	Was the lowest cost selected? (If please state below why it was no	
2.	List the results of procurement p	rocess. Give further explanation	on where requested.	Yes No
	Invitation to Bid (ITB)	Request for Qualification (RFQu)	ons Emergency Purchase	—— (NA)
	Request for Quote (RFQ)	Request for Proposal (RFF	P) Sole Source	Not Applicabl
l.	Check the box beside the procure applicable)	ment method used to initiate tl	his procurement: (Attach a quoto	e or bid tabulation if
		PURCHASE INFORMA		

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

CITY OF BLOOMINGTON PUBLIC WORKS DEPARTMENT

AND

CONTRACTOR

FOR

BLOOMINGTON FIRE STATION 3 RENOVATION / ADDITION

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, through the Board of Public Works (hereinafter CITY), and Woods Electric Contractors _______, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for The Contractor shall furnish all necessary labor and materials, and equipment for renovating and building an addition to the Bloomington Fire Department, Station 3, per plans and specifications prepared by Martin Riley dated September 16, 2024 .

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

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

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

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

ARTICLE 1. ___TERM

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

ARTICLE 2. SERVICES

- 2.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".
- 2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR by August 31, 2025, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.
- 2.03. It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.
- 2.04 CONTRACTOR agrees that no charges or claims for damages shall be made by him or her for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

- <u>3.01</u> CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.
- 3.02 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Bid, attached hereto as Attachment 'E'. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

- <u>.3.03</u>. 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.
- <u>3.04.</u> 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.
- <u>3.05</u> For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his or her own and all subcontracted employees, to City Engineer or his or her representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.
- <u>3.06</u> <u>Engineer</u> The City Engineer or **Weddle Bros. Building Group, LLC** 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. . When referred to throughout the Contact Documents the term "Engineer" refers to the **Construction Manager** or his/her designee.

ARTICLE 4. RETAINAGE

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

- A.01 Retainage Amount. The retainage amount withheld shall be held by Board of Public Works ("Board") or shall be placed in an escrow account with an escrow agent. Yellow Cardinal Group Columbus, Indiana, shall serve as the escrow agent. If an escrow agent is used, 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. If an escrow agent is used, Contractor shall work directly with the escrow agent to set up the account. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.
- 4.02 Payment of Retainage Amount. The escrow agent or the Board shall hold the retainage 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 or the Board to pay to the Contractor the retainage, including both specifying the amount of retainage to be released and the person to whom that portion is to be released. After receipt of the notice, the escrow agent or the Board shall remit the designated funds to the person specified in the notice. If the escrow agent held the retainage, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees. If the Board held the retainage, no interest will have been earned or will be payable. However, nothing in this section shall prohibit Owner from requiring the escrow agent or the Board to withhold amounts necessary to complete minor items of the Contract following substantial completion of the Contract in accordance with the provisions of paragraph 4.03.

- **4.03** Escrow Agent The retainage amount withheld shall be placed in an escrow account. Yellow Cardinal Advisory Group, Columbus, Indiana, shall serve as the escrow agent.
- 4.04 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.
- 4.05 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.
- 4.06 <u>Withholding Funds for Completion of Contract</u> 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/Construction Manager. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his or her surety, shall pay the difference to CITY.

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

- 9. The General Conditions.
- 10. The Specifications.
- 11. CONTRACTOR'S submittals.
- 12. The Performance Bond and the Payment Bond.
- 13. The Escrow Agreement.
- 14. Request for Taxpayer Identification number and certification: Substitute W-9.

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

.5.05. Insurance

5.05.01

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

The Service Provider agrees to furnish the Department with a certificate of insurance upon execution of this Agreement. Service Provider shall maintain comprehensive insurance in the following amounts:

- Comprehensive General Liability Insurance
 - o \$1,000,000 for each occurrence;
 - o \$1,000,000 personal injury and advertising injury;
 - \$2,000,000 products and completed operations aggregate; and
 - o \$2,000,000 general aggregate.
- Automobile Liability providing coverage for all owned, hired and non-owned autos.
 - The limit of liability required is \$1,000,000 each accident.
- Workers Compensation and Employers Liability (only if statutorily required for Service Provider).
 - o The limits required are:
 - Workers Compensation Statutory.
 - Employers Liability--\$1,000,000 for each accident, for each employee.
- Umbrella/Excess Liability with a required limit of \$1,000,000.
- Computer Attack and Cyber Extortion

0	Computer Attack Limit – Annual Aggregate	\$1,000,000
0	Sublimits – Per Occurrence – Cyber Extortion	\$100,000
0	Computer Attack and Cyber Extortion Deductible – Per Occurrence	\$10,000

Network Security Liability

0	Network Security Liability Limit – Annual Aggregate	\$1,000,000
	Network Security Liability Deductible – Per Occurrence	\$10,000

Electronic Media Liability

0	Electronic Media Liability – Annual Aggregate	\$1,000,000
0	Electronic Media Liability – Per Occurrence	\$10,000

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, Department, and the officers, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be

held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

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.
- <u>5.06.</u> <u>Necessary Documentation</u> 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.
- <u>5.07.</u> <u>Applicable Laws</u> CONTRACTOR agrees to comply with all federal, state, and local laws, rules, and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. CONTRACTOR shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state, and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 Non-Discrimination

- **5.08.01** CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.
- **5.08.02** CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

- **5.09.01** CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.
- 5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.
- **5.09.03** CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City Engineer and are not subject to arbitration.
- <u>5.10.</u> <u>Safety.</u> CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.
- **5.10.01** CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11 Amendments/Changes

- **5.11.01** Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.
- **5.11.02** Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.
- **5.11.03** If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he or she shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.
- **5.11.04** CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

5.12 Performance Bond and Payment Bond

- **5.12.01** For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with both a Performance Bond and a Payment Bond each in the amount of one hundred percent (100%) of the contract amount.
- **5.12.02** Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.
- **5.12.03** If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 <u>et seq.</u> 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.
- <u>5.13</u> Payment of Subcontractors CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.
- **5.13.01** The surety of the Payment Bond and Performance Bond may not be released until one (1) year after the Board's final settlement with the CONTRACTOR.
- <u>5.14.</u> <u>Written Notice</u> 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	Woods Electric Contractors
Attn: Corporation Counsel, Legal Dept.	Attn: Jennifer Woods
P.O. Box 100	4180 N Stames Rd.
Bloomington, Indiana 47402	Bloomington, Indiana 47404
Copy to:	
City of Bloomington Fire Station #3	
Attn: Weddle Brothers	
PO Box 1330	
Bloomington, Indiana 47402	

<u>5.15.</u> <u>Severability and Waiver</u> 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.

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for

CONTRACTOR'S employee drug testing program throughout the term of this project. IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands. DATE: City of Bloomington **Bloomington Board of Public Works** BY: BY: Kyla Cox Deckard, President **Contractor Representative Printed Name** Elizabeth Karon, Vice President James Roach, Secretary **Title of Contractor Representative** Approved as to form: Jessica McClellan, Controller Approved as to form: Margie Rice, Corporation Counsel

drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement

ATTACHMENT 'A'

"SCOPE OF WORK"

BLOOMINGTON FIRE STATION 3 RENOVATION / ADDITION SPEC SECTION 01 1200 – MULTIPLE CONTRACT SUMMARY

- A. General Scope Inclusions Applicable to all Bid Packages
 - 1. Safety
 - a. Each prime contractor must conduct weekly safety inspections.
 - b. All prime contractors, subcontractors, onsite visitors, etc. will comply with Weddle Bros. Building Group, LLC safety policies and procedures including but not limited to safety glasses, high visibility, hard hats, gloves, ear plugs as required, Kevlar sleeves as required.
 - 2. Daily reports are to be submitted in Autodesk Build, Weddle's document management software. Licenses are free and access will be provided to each user requiring access.
 - 3. Unless otherwise indicated, the work described in this Section for each Contract shall be complete systems and assemblies, including products, components, accessories, and installation required by the Contract Documents.
 - 4. This summary should in no way be construed as being all inclusive. It is issued as a guide to aid in the assignment of Work.
 - 5. Each contract shall include provisions for its own excavation and backfill.
 - 6. Blocking shall be the work of the General Trades Contract unless noted otherwise. All trades are required to coordinate and verify blocking requirements prior to enclosing walls or ceilings. Any blocking not captured that will require additional work to open up finished areas will be the responsibility of the requiring trade.
 - Furnishing of access panels for the work of each Bid Package shall be the work of each contract for its own work. Installation of access panels shall be the work of the General Trades Contract.
 - 8. Housekeeping pads shall be completed by the requiring contractor.
 - 9. Roof-mounted equipment curbs shall be furnished by the requiring contractor and turned over to the BC01 contractor for installation.
 - 10. Roof penetrations for the work of each Contract shall be coordinated by the requiring contractor with the BC01 contractor.
 - 11. Cutting and Patching: Work shall be coordinated to avoid cutting and patching within the facility. Exterior cutting and patching (i.e. utility work) will be assigned to the appropriate Bid Category. Concrete slab cutting and patching to be assigned to the BC01 General Trades bid package.
 - 12. Progress cleaning of work areas affected by its operations shall be the responsibility of each contractor on a daily basis. Debris is to be removed to dumpsters on a daily basis. Upon completion of the contractor's work, area must be broom cleaned with all debris, excess material removed, etc. with the space ready for final cleaning.
 - 13. Each bid package is to include Joint Sealants as applicable to their scope of work.
 - 14. Each bid package is to include firestopping as applicable to their scope of work.
 - 15. Any permits required shall be provided by the requiring contractor.
 - 16. Materials and Special Inspection Testing is provided by the Prime Bidders. Include provisions in bids for inspections that are applicable to the scope of work included in the Bid Category.
 - 17. Trades are to provide their own hoisting including unloading of materials.

 Include any mockups required in the documents. If a composite mockup is required, include

the components that are applicable to the scope of work being performed. Each contractor is responsible for core drilling their own work.

B. Bid Category Scopes of Work

1. BC03 - Electrical

- i. Include an Owner's Contingency Allowance of \$100,000. Bidders are to include markups, overhead, and profit in their base bid. Scope and amounts applied to this allowance are not to include markups, overhead, and profit.
- ii. Provide temporary power, lights, etc. Lighting per minimum at OSHA standards.
- iii. Provide a temporary electric meter is required.
- iv. Provide and disconnect temporary power to office trailer.
- v. Provide power connections to temporary heat / cooling equipment.
- vi. Provide PV solar panel work as indicated on the R-drawings.
- vii. Provide all site electrical work as indicated on electrical and civil drawings.
- viii. Furnish and install all power distribution.
- ix. Furnish and install all lighting scope.
- x. Furnish and install structured cabling scope including terminations and testing as required within the documents.
- xi. Furnish and install access control scope as indicated in the documents.
- xii. Include all demolition of the solar panel system. Provide any shoring necessary to preserve structural integrity and provide a safe environment.
- xiii. Provide and install phase 3 temporary engine shore power.
- xiv. Provide and install the Fire Detection and Alarm System.

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Project Manual

Fire Marshal Design Release Report

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A110 ENLARGED PLAN DETAILS

A201 BUILDING ELEVATIONS

A202 BUILDING ELEVATIONS

A401 BUILDING SECTIONS

A402 BUILDING SECTIONS

A410 WALL SECTIONS

A411 WALL SECTIONS

A510 DOOR SCHEDULE AND DETAILS

A511 STOREFRONT ELEVATIONS AND DETAILS

A512 STOREFRONT/DOOR DETAILS

A601 ROOM FINISH SCHEDULE

A602 FINISH PLAN

A610 INTERIOR ELEVATIONS

A611 INTERIOR ELEVATIONS

A612 INTERIOR ELEVATIONS

A613 INTERIOR ELEVATIONS

AS101 ARCHITECTURAL SITELINE STUDY

R101 ROOF PLAN

R102 SOLAR ROOF PLAN

R201 ROOF DETAILS

R202 ROOF DETAILS

R203 ROOF DETAILS

R204 ROOF DETAILS

R205 ROOF DETAILS

R206 ROOF DETAILS

P101 PLUMBING PLAN

P102 ENLARGED PLUMBING PLANS

P301 PLUMBING SCHEDULES & DETAILS

P302 PLUMBING ISOMETRIC DIAGRAMS

P303 PLUMBING ISOMETRIC DIAGRAMS

M101 MECHANICAL PLAN

M102 MECHANICAL DIAGRAM

M301 MECHANICAL SCHEDULES & DETAILS

MEP101 MEP ROOF PLAN

K101 KITCHEN EQUIPMENT

K102 KITCHEN EQUIPMENT

K103 KITCHEN EQUIPMENT

E001 ELECTRICAL SITE PHOTOMETRIC PLAN

E100 ELECTRICAL SITE PLAN

E101 ELECTRICAL POWER PLAN

E301 ELECTRICAL LIGHTING PLAN

E501 ELECTRICAL SCHEDULES & DETAILS

L500 LOCUTION PLANS - BASIS OF DESIGN

E. ADDENDA

Addendum #1 October 3, 2024 Addendum #2 October 15, 2024 Addendum #3 October 17, 2024

ATTACHMENT 'B'

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

	(company name)	
	(job title)	
1.	The undersigned is the	of
The un	dersigned, being duly sworn, hereby affirms and says that:	
	AFFIDAVIT	
COUN	TY OF)	
) SS:	
STATE	OF INDIANA)	

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

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

Method of Compliance (Specify)	
	te:, 20
Signature	
Printed Name	
STATE OF INDIANA)	S:
COUNTY OF	
Before me, a Notary Public in and f	or said County and State, personally appeared and acknowledged the execution of the foregoing this
day of	_, 20
My Commission Expires:	Signature of Notary Public
County of Residence:	Printed Name of Notary Public
Commission #:	
*Bidders: Add extra sheet(s), if need	ed.

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

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE C	OF INDIANA)				
)SS:				
COUNT	Y OF)				
			E-Verify AFFIDA	AVIT		
	The undersigned, bei	ng duly sworn, herel	by affirms and says t	hat:		
1.	The undersigned is th	e a. (job t	of itle)	(company name)		
2.	The company named i. has	herein that employs contracted with or	s the undersigned: seeking to contract		ington to provide serv	ices; OR
3.	The undersigned here knowingly employ an	by states that, to the unauthorized alier	ne best of his/her kr n," as defined at 8 U	nowledge and belief, t nited States Code 132	he company named he 4a(h)(3).	rein does not
4.	The undersigned heri participates in the E-v		e best of his/her beli	ef, the company name	ed herein is enrolled in	and
Signatu	ıre		_			
Printed	l Name		<u> </u>			
STATE	OF INDIANA))SS:				
COUNT	Y OF)				
Before acknov	me, a Notary Public in vledged the execution o	and for said County of the foregoing this	and State, personal	ly appeared	20	and
Му Соі	mmission Expires:		Signature of No	tary Public		
County	of Residence:		Printed Name o	f Notary Public		
Му Со	mmission #:					

ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE C	OF INDIANA)
) SS:
COUNT	Y OF)
	AFFIDAVIT
The unc	dersigned, being duly sworn, hereby affirms and says that:
1.	The undersigned is the of (job title)
	uos auto,
	(company name)
2.	The undersigned is duly authorized and has full authority to execute this Affidavit.
3.	The company named herein that employs the undersigned: iii. has contracted with or seeking to contract with the City of Bloomington to provide services; OR iv. is a subcontractor on a contract to provide services to the City of Bloomington.
4.	The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of \$150,000 is in accordance with Indiana Code 4-13-18 as amended.
5.	The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.
Signatu	ure
Printed	d Name

STATE OF INDIANA)		
)SS:		
COUNTY OF)		
Before me, a Notary Public in and for said Coun	ty and State, personally appeared	
and acknowledged the execution of the foregoi	ng this day of	20
•		
My Commission Expires:		
	Signature of Notary Public	
County of Residence:	Printed Name of Notary Public	
	Timed italic strictly (250)	
My Commission #:		
Wiy Colliniasion in-		

ATTACHMENT 'E'

BID FORM (page 1 of 2)

BID FORM

This BID Summar	y Sheet shall be	completed a	nd submitted with	all other Bl	D Documents.

Bid Package #
The Lump Sum Base BID amount to complete the 2024 Board of Public Works Project including all associated work per plans and specifications is:
1. Six Hundred Ten Thousand One humbred Seventy Five, B610, 17500
Alternate No. 1 (ADD DEDUCT) 76,175
Alternate No. 2 ADD/DEDUCT)
The contractor will (check one): invoice a single lump sum at the conclusion of the project. y submit invoices based on project progress.
Proposed start date for this project is 1120/24 and total of calendar days for completion of base bid.
Proposed start date for this project is 11 20 24 and total of calendar days for completion of base bid. (date) (Of days) (Supposed Start Supposed Start the portion of the Lump Sum cost
For projects requiring submission of a Trench Safety Systems Amdavii, the portion of the Early Services
provided above which is attributable to trench safety systems is: \$
(Only use for combination id) The Lump Sum Base BID amount to complete the 2024 Board of Public Works Project including all associated work per plans and specifications is for combination bid packages:
2.
Optional combination Bid – Bid Packages &
Alternate No. 1 (ADD/DEDUCT)
Alternate No. 2 ADD/DEDUCT)

BID FORM (page 2 of 2)

The project in its entirety shall be completed by November 30, 2025. Any and all Subcontractors performing work valued over 10,000 shall be listed below. Any Subcontractor not listed below at the time of the 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
Phed com - 2802 Westington Aur, Red Gord IN Teleconnunications
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 State conditions that may affect cost, progress, performance, and fumishing 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. 1 Dated 10-3-2024 No. 2 Dated 10-15-2024 No. 3 Dated 10-17-2024 Dated
SIGNATURE OF BIDDER TIME RUBODO
Name of Bidder: Woods Flactrical Contractors Inc.
Date: 10-21-2024
By: <u>Funifor Woods</u>
Name Title Printed: CEO President
Bidder Address:
Hoomington IN 47404
Telephone: 812-876-7977



Board of Public Works Staff Report

Project/Event:

Change Order 1

Petitioner/Representative:

Engineering Department

Staff Representative:

Jeremy Inman

Date:

October 28th 2024

Report: This project shall include, but is not limited to, the installation of asphalt speed cushions and speed humps, asphalt trail, concrete curb bumpouts, concrete curb ramps, pavement markings, signs, rectangular rapid flashing beacons, incidental patching, removal of trees, and restoration of areas with topsoil, sodding and trees.

Change order 1: E&B is asking for an extension of 22 days added to the construction duration due to delays.

The contract price was \$873,378.00

Change order 1. 22 days added to construction duration

Bringing the new contract price to \$873,378.00

City of Bloomington Contract and Purchase Justification Form

Vendor: E&B Paving Inc. Contract Amount: \$873,378.00

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	NC	
1.	Check the box beside the procure applicable)	ement method used to initiate this p	procurement: (Attach a quote or	bid tabulation if
	Request for Quote (RFQ)	Request for Proposal (RFP)	Sole Source	Not Applicabl
	Invitation to Bid (ITB)	Request for Qualifications (RFQu)	Emergency Purchase	(IVA)
2.	•	process. Give further explanation w	·	Yes No
	# of Submittals: N/A Met city requirements?	Yes No	Was the lowest cost selected? (If no, please state below why it was not.)	\checkmark
	Met item or need requirements?		This is a change order in complicontract documents.	iance with the
	Was an evaluation team used? Was scoring grid used?			
	Were vendor presentations requested?			
3.	State why this vendor was selecte	ed to receive the award and contrac	rt:	
		ing work on this job. They were n sed by the City of Bloomington wh		onstruction
	Jeremy Inman	Project Manager	Engir	neering
	Print/Type Name	Print/Type Title	Depar	rtment



City of Bloomington, Indiana Change Order Details

Change Order Details

Hawthorne, Weatherstone Miller Neighborhood Greenway

Description

Hawthorne, Weatherstone and Miller Neighborhood Greenway

Prime Contractor

E & B Paving, INC

2520 W Industrial Park Dr Bloomington, IN 47404

Change Order

1

Status

Approved

Date Created

10/23/2024

Type

Other

Summary

Extension of Time, 108.08 (b) Excusable, Compensable Delays

Change Order Description

On May 5th, 2024, E&B started work on the Hawthorne Weatherstone Miller Neighborhood Greenway project. This job had a 100-day schedule, which lasted 22 days over the allotted time.

E&B has requested a change order of 22 days because of time lost on the job due to the City of Bloomington Street Department's Weatherstone resurfacing schedule.

E&B gave the following reasons:

E&B was completed with the concrete items and ready to start the speed cushions on or after 7-11-22. As of 7-11-2024, the City of Bloomington had not completed the HMA overlay on Weatherstone Lane from Woodlawn Ave to Hillside Drive, which prevented installing the speed cushions. At that time, they were not sure when the city would complete the HMA overlay on Weatherstone.

The week of 8-5-2024, the City of Bloomington completed the HMA overlay.

The week of 8-12-204, E&B completed the speed cushions on Weatherstone and the remaining speed cushions on Miller Drive.

The pavement markings and signs were completed by 9-6-2024.

The City of Bloomington Engineering Department agrees with E&B regarding the delay.

Support data from the City of Bloomington

The Engineering Department contacted the City of Bloomington Street Department regarding the start date of the HMA overlay on Weatherstone

and was advised that they would get to it ASAP. However, they worked near the IU Campus before the students returned.

On 8-6-2024, speed cushions were completed on Hawthorne.

On 8-7-2024, the City of Bloomington started the HMA overlay on Weatherstone.

On 8-13-2024, E&B started working on the speed cushions on Weatherstone.

On 9-6-2024, the Engineering Department marked the job as substantially completed except for the trees being installed. The trees will be installed at the correct time of the season.

Per Standard Specifications 108.08 (b), delays in the contract schedule are excusable in the event that delays are due to work that utilities or other third parties perform within the project limits.

Awarded Project Amount

\$873,378.00

Authorized Project Amount

\$873,378.00

Change Order Amount

\$0.00

Revised Project Amount

\$873,378.00

Time Limit Changes

Туре	Original Deadline	Current Deadline	Authorized Extension	Authorized Deadline
Calendar Days	100.0 Days	100.0 Days	22.0 Days	122.0 Days

100 Calendar Days from the start of work to Substantial Completion.

Reason: SS 108.08 (b), Excusable, Compensable Delays

1 time limit

Attachments

Document	Name	Description Submission Date
20241023085712587.pdf	20241023085712587.pdf	10/23/2024 08:33 AM EDT
1 attachment		

Change Order Details:

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

Engineer	Contractor	Board of Public Works
Title	Title	Title
Date		Date



Board of Public Works Staff Report

Project/Event:

Change Order #3

Petitioner/Representative:

Engineering Department

Staff Representative:

Jeremy Inman

Date:

October 28th 2024

Report: This project will resurface portions of downtown streets including College Avenue, Walnut Street, 4th Street, and 6th Street.

While primarily focused on asphalt resurfacing, this project will also include pedestrian safety and accessibility improvements such as new curb ramps, intersection bump-outs, and accessible parking spaces.

Change order 3: During the storm sewer submittal review, the City of Bloomington Utilities identified the need for the replacement of the storm sewer manhole located in the southeast section of the Madison Street and 4th Street intersection. The condition of the existing manhole does not allow for the proposed storm sewer extension proposed by the project.

The contract price was \$2,034,661 after Change order 1 and 2.

Change order 3 amount \$12,069.27.

Bringing the new contract price to \$2,046,731.14.

City of Bloomington Contract and Purchase Justification Form

Vendor:

Milestone Contracting

Contract Amount: \$2,034,661.87

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

				PURCHASE INFORMA	TION			
1.	Check the box besic applicable)	le the procureme	ent me	thod used to initiate th	is procu	rement: (Attach a quote o	bid tabulatio	n if
	Request for Quo	ote (RFQ)		Request for Proposal (RFP)		Sole Source	Not App	olicabl
	Invitation to Bio	I (ITB)		Request for Qualification (RFQu)	15	Emergency Purchase	—— (NA)	
2.	List the results of p	rocurement pro	cess. G	iive further explanation	n where	requested.	Yes No	3
	# of Submittals: N/ Met city requirements Met item or need requ	? irements?	Yes M	No	pleas Thi	the lowest cost selected? (If no, se state below why it was not.) s is a change order in compl stract documents.	LV L]
	Was an evaluation tea Was scoring grid used? Were vendor presenta			<u>/</u> /				
3.	State why this vende	or was selected t	o recei	ive the award and conti	act:			
	Contract Price Change Order 3	\$2,034,661.87 \$12,069.27						
	Final Contract	\$2,046,731.14						
	Jeremy	Inman	_	Project Manag	er	Engir	eering	
	Print/Type	e Name		Print/Type Title	e	Depai	tment	_



City of Bloomington, Indiana

Change Order Details

Downtown St Maintenance Project, (ENG 24 Downtown)

Description

This project will resurface downtown streets, including College Avenue, Walnut Street, 4th Street, and 6th Street.

While primarily focused on asphalt resurfacing, this project will also include pedestrian safety and accessibility improvements such as new curb

ramps, intersection bump-outs, and accessible parking spaces.

Prime Contractor

Milestone Contractors, L.P

3301 S. 460 E. Laffayette, IN

Change Order

3

Status

Pending

Date Created

10/25/2024

Type

Other

Summary

Replacement of storm sewer manhole

Change Order Description

During the storm sewer submittal review, the City of Bloomington Utilities identified the needfor the replacement of the storm sewer manhole located in the southeast section of the Madison Street and 4th Street intersection. The condition of the existing manhole doesnot allow for the proposed storm sewer extension proposed by the project.

Awarded Project Amount

\$1,997,075.00

Authorized Project Amount

\$2,034,661.87

Change Order Amount

\$12,069.27

Revised Project Amount

\$2,046,731.14

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Curr	ent	Chan	ge	Revis	ed
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Descri	ption								
0011 PCC BASE PATC	305-07464 HING, 9 IN.	SYS	\$90.000	279.000	\$25,110.00	12.500	\$1,125.00	291.500	\$26,235.00
					Fu	nding Details			
			Parking	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Paving	279.000	\$25,110.00	0.000	\$0.00	279.000	\$25,110.00
			Safety	0.000	\$0.00	12.500	\$1,125.00	12.500	\$1,125.00
0030 PIPE, TYPE 2, CIF	715-05149 RCULAR, 12 IN.	LFT	\$150.000	317.000	\$47,550.00	16.000	\$2,400.00	333.000	\$49,950.00
					Fu	nding Details			
			Parking	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Paving	13.000	\$1,950.00	0.000	\$0.00	13.000	\$1,950.00
			Safety	304.000	\$45,600.00	16.000	\$2,400.00	320.000	\$48,000.00
2 items			Totals		\$72,660.00		\$3,525.00		\$76,185.00

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					

Change Order Details:

10/28/2024

Downtown St Maintenance Project, (ENG 24 Downtown)

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
0110	720-45410	EACH	1.000	\$8,544.270	\$8,544.27
MANHOLE, C4					
			Fun	ding Details	
	2	Safety	1.000	\$8,544.270	\$8,544.27
1 item					Total: \$8,544.27

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
Safety	\$445,436.00	\$445,436.00	\$12,069.27	\$457,505.27
Parking	\$59,150.00	\$59,150.00	\$0.00	\$59,150.00
Paving	\$1,492,489.00	\$1,530,075.87	\$0.00	\$1,530,075.87
3 fund packages	\$1,997,075.00	\$2,034,661.87	\$12,069.27	\$2,046,731.14

Attachments

Document	Name	Description	Submission Date
20241025120033453.pdf	Change order 3		10/25/2024 11:36 AM EDT
1 attachment			

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: Stair Replacement at Hartzell's Ice Cream

Staff Representative: Alex Gray

Petitioner/Representative: David Ferguson

Date: November 4th, 2024

Report: David Ferguson and Olympus Properties is requesting a 2 week sidewalk closure for the replacement of the stairs at 107-111 N Dunn St or the Hartzell's Ice Cream building. The work will involve removing the old stairs, removing a portion of the concrete sidewalk below, and then replacing both while maintaining access to the surrounding businesses as best as possible. The work is planned for 11/25/2024 through 12/06/2024.

MUTCD 11th Edition Page 915

CBOSS HEBE Ramp-SIDEMALK CLOSED Temporary walkway surface covering rough, soft, or uneven R9-11a ground or hazards CFOSED R9-9 SIDEMALK 60 inches MIN. SIDEWALK R9-9 CLOSED SIDEWALK CLOSED CROSS HERE Ramp R9-11a (optional) **ROAD ROAD WORK WORK AHEAD AHEAD** W20-1 W20-1

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

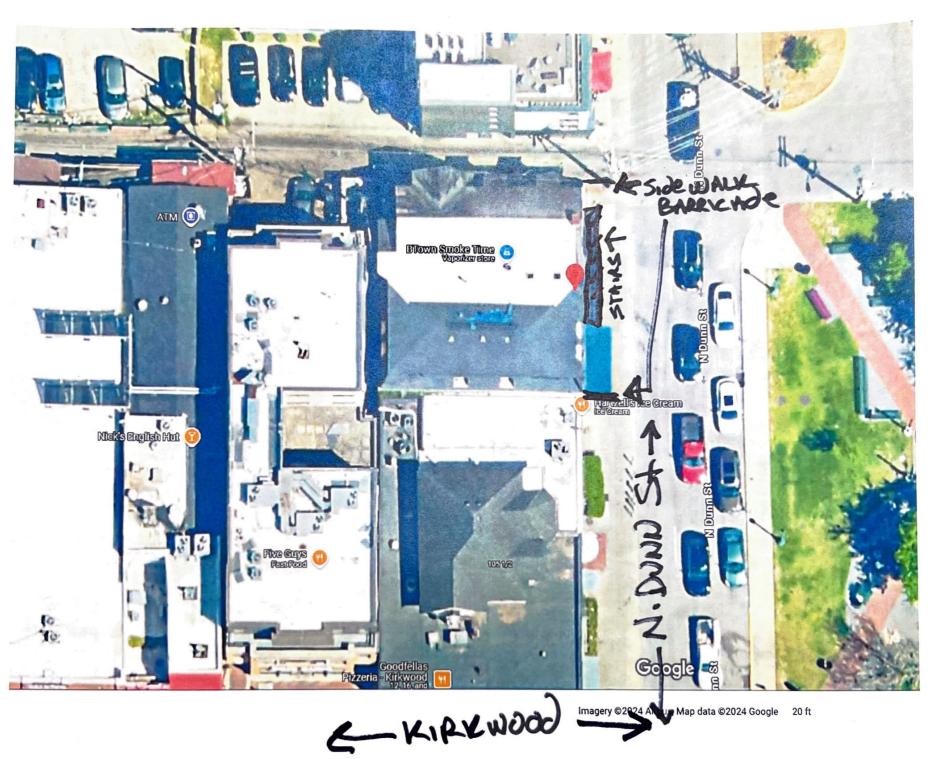
Typical Application 28

SIDEWALK DIVERSION

Note: SeeTable 6P-2 for the meanings of the symbols used in this figure.

SIDEWALK DETOUR

December 2023 Sect. 6P.01







Board of Public Works Staff Report

Project/Event: Amendment 3 to Consultant Contract with CrossRoad

Engineers, PC. for Preliminary Engineering Services for the

Hopewell West - Jackson Street Project

Petitioner/Representative: Engineering Department

Staff Representative: Kendall Knoke, Project Engineer

Date: 11/04/2024

Report: This project will subdivide the site of the former IU Health Bloomington Hospital and construct a new portion of S Jackson St, an alley, and improvements along S Rogers St primarily adjacent to the Kohr building. The project is funded by TIF funds for design and construction that are being reimbursed through the \$1.8 million Regional Economic Acceleration and Development Initiative (READI) Grant. The City has an existing preliminary engineering contract with Crossroad Engineers, PC with a not-to-exceed amount of \$794,140. This amendment will add additional survey work to the design contract scope to allow for accurate tie-in with the new improvements recently constructed for the Hopewell East project. The not-to-exceed contract amount will increase by \$2,500 to a new total of \$796,640. Construction of this project is anticipated to begin in 2025. The amended contract will be brought next to the City's Redevelopment Commission (RDC) on November 4, 2024 for funding approval. Funding source = Adam's Crossing Area Consolidated TIF 439-15-159001-53990.

Project Approvals Timeline			
Approval Type	<u>Status</u>	<u>Date</u>	
Funding Approval	Pending – RDC Approval*	Anticipated 11/04/2024	
Design Services Contract**	Current Item	11/04/2024	
ROW Services Contract	N/A		
Public Need Resolution	N/A		
Construction Inspection Contract	N/A		
Construction Contract	Future	Fall/Winter 2025	

^{*}Funding for the original contract was approved by the RDC on 05/01/2023. Amended contract will be brought to the RDC on 11/04/2024 for approval of the additional funding

^{**}Original Design Contract Approved 04/25/2023



CONTRACT COVER MEMORANDUM

TO: Office of the Mayor **FROM:** Engineering Department

DATE: 10/28/2024

RE: Preliminary Engineering Contract with Crossroad Engineers for Hopewell

West, Amendment 3

Contract Recipient/Vendor Name:	me: Crossroad Engineers	
Department Head Initials of Approval:	Andrew Cibor	
Responsible Department Staff: (Return signed copy to responsible staff)	Kendall Knoke	
Responsible Attorney: (Return signed copy to responsible attorney)	Aleksandrina Pratt	
Record Destruction Date: (Legal to fill in)		
Legal Department Internal Tracking #: (Legal to fill in)		
Due Date For Signature:	11/04/2024	
Expiration Date of Contract:	Estimated December 2026	
Renewal Date for Contract:	N/A	
Total Dollar Amount of Contract:	\$796,640 (previously \$794,140)	
Funding Source:	TIF funding resolution for amendment 3 is pending. Funds reimbursed by READI Grant	
W9/EFT Complete: (Staff Member of Responsible Dept. to fill in)	Yes	
Affirmative Action Plan Complete (if applicable): (Staff Member of Responsible Dept. to fill in)	Existing Contract	
Procurement Summary Complete: (Staff Member of Responsible Dept. to fill in)	Yes	

Summary of Contract: This project will subdivide the site of the former IU Health Bloomington Hospital and construct a new portion of S Jackson St, an alley, and improvements along S Rogers St primarily adjacent to the Kohr building. The City has an existing preliminary engineering contract with Crossroad Engineers, PC with a not-to-exceed amount of \$794,140. This amendment will add additional survey work to the design contract scope to allow for accurate tie-in with the new improvements recently constructed for the Hopewell East project.

Print Reset Form

City of Bloomington Contract and Purchase Justification Form

Vendor: Crossroad Engineers, PC Contract Amount: \$796,640

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 INFORMATI	ON	
1.	Check the box beside the procurer applicable)	nent method used to initiate this p	procurement: (Attach a quote or	oid tabulation if
	Request for Quote (RFQ)	Request for Proposal (RFP)	Sole Source	Not Applicable
	Invitation to Bid (ITB)	Request for Qualifications (RFQu)	Emergency Purchase	└── (NA)
2.	List the results of procurement pr	ocess. Give further explanation w	here requested.	Yes No
	# of Submittals: 3	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?		The design firm was selected be most qualified for the job not cospractice for contracts of this type considered in selection. Typicall qualified firm will design the mosproject for the City.	t. It is standard that cost is not y the most
3.	State why this vendor was selected	to receive the award and contrac	t:	
	Crossroad Engineers were select response received the highest so		competitive RFI process in whic	h their
	Kendall Knoke	Project Enginee	r Engir	eering
	Print/Type Name	Print/Type Title	Depai	tment

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

This Third Addendum supplements the Agreement for Consulting Services with CrossRoad Engineers, PC ("Agreement") for the Hopewell West – Jackson Street Project which was entered into on May 8, 2023 and amended on June 18, 2024, and August 1, 2024 as follows:

- 1. **See <u>Article 4. Compensation</u>** and <u>Exhibit B Compensation</u>: The City shall pay CrossRoad Engineers, PC an amount not to exceed \$2,500.00 for the additional Engineering Services as described in Attachments 1 and 2. The not to exceed amount for the entire project shall be \$796,640. Exhibit B is hereby amended to add Attachments 1 and 2.
- 2. In all other aspects, the Agreement shall remain in effect as originally written.

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

OWNER	<u>CONSULTANT</u>
Kyla Cox Deckard President, Board of Public Works	Trent Newport, PE, LS President
	Date:
Elizabeth Karon Vice President, Board of Public Works	
James Roach Secretary, Board of Public Works	
Date:	
Margie Rice	
Corporation Counsel, Office of the Mayor	
Date:	

Attachment 1

SCOPE OF SERVICES SUPPLEMENT NO. 2

The CONSULTANT shall be responsible for performing the following additional activities:

- **A.** Topographic Survey, Boundary, and Platting CONSULTANT shall utilize a subconsultant, BRCJ, to perform these services. BRCJ will survey recently completed Hopewell East project to ensure proper tie ins for the Hopewell West design.
- **B.** Road Design and Plan Preparation In general, this task involves updating the design and CAD models to tie in to as-built infrastructure.

The CONSULTANT will adjust completed design of all applicable roadway segments, geometry, and utility infrastructure to appropriately tie into the Hopewell East project.

Attachment 2

COMPENSATION SUPPLEMENT NO. 2

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

A.	Topographic Survey, Boundary, and Platting	
	a. BRCJ Additional Survey – Hopewell East As-Built	\$1 <i>,</i> 500
В.	Road Design and Plan Preparation	
	a. Design Changes for Hopewell East As-Builts	\$1,00 <u>0</u>
	Total Section	\$2,500



Board of Public Works Staff Report

Project/Event: Emergency Services Agreement with Fire Dawgs, Inc.

Staff Representative: John Hewett, Housing and Neighborhood Development

Chris Wheeler, City Legal

Date: October 29, 2024

Recently the Monroe County Circuit Court upheld this Board's decision to abate the property located at 530 S. Washington Street. The City, under emergency purchase procedures, employed the services of Fire Dawgs, Inc. to perform the abatement at the property. The total cost of the abatement was \$7,495.13. HAND now seeks approval of an emergency services contract in compliance with the statutory requirements of an emergency purchase of services.

HINGE TABLE

CONTRACT COVER MEMORANDUM

TO: Controller, Mayor, BPW

FROM: Jo Strong

DATE: October 22, 2024

RE: Request Approval of Emergency Service Agreement

Contract Recipient/Vendor Name:	Fire Dawgs, Inc.
Department Head Initials of Approval:	/AK-H/
Responsible Department Staff: (Return signed copy to responsible staff)	Jo Stong
Responsible Attorney: (Return signed copy to responsible attorney)	Christopher J. Wheeler
Record Destruction Date: (Legal to fill in)	11/30/2034
Legal Department Internal Tracking #: (Legal to fill in)	24-622
Due Date For Signature:	For Tuesday, November 5, 2024
Expiration Date of Contract:	11/30/2034
Renewal Date for Contract:	none
Total Dollar Amount of Contract:	\$7,495.13
Funding Source:	408-15-150000-53990
W9/EFT Complete: (Staff Member of Responsible Dept. to fill in)	Yes
Affirmative Action Plan Complete (if applicable): (Staff Member of Responsible Dept. to fill in)	Not Applicable
Procurement Summary Complete: (Staff Member of Responsible Dept. to fill in)	Yes
Living Wage (if applicable): (Staff Member of Responsible Dept. to fill in)	Not Applicable

Summary of Contract: Abatement of real property located at 530 S. Washington St., Bloomington, IN $\,$

City of Bloomington Emergency Purchase Justification Form

Vendor: Fire Dawgs, Inc. Amour	t: \$8,336.06
--------------------------------	----------------------

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

PURCHASE INFORMATION

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

This is an abatement of real property to eliminate a health hazard following judicial review of an order to abate issued by the Board of Public Works. The trial court that conducted the judicial review upheld the abatement order which allows the City to proceed with abatement of the property. The property needs to be abated quickly as the real property owner will likely attempt to seek additional judicial measures to prevent the City from abating his property. Failure to move quickly may result in the health hazards to continue for additional months if not years.

- 2. State the facts that lead to the conclusion that financial or operational damage or risk of damage will occur if needs are not satisfied immediately (do not simply say that there will be damage or risk of damage):
 - Additional court time, personnel time, and additional accumulation of rubbish on the property will be an expense upon the City that could be avoided if abatement occurs immediately.
- 3. State why the needs were not or could not be anticipated so that goods or services could not have been purchased following standard procedures:
 - We could not anticipate when the court would be issued and would not know the condition of the property at the time of issuance. Condition of the property drives the cost of the service to be rendered.
- 4. State the name of the Vendor and the reason and process used for selecting this vendor (Attach all quotes or proposals received from other sources, if applicable:
 - Fire Dawgs, Inc. is an approved vendor and has the capacity to provide the requested services within a 24 hour period of time.

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

Christina Fi	nley	Asst. Director - HAND	HAND
Print/Type Name		Print/Type Title	Department
		10-16-24	812-349-3594
Department Head Signature		Date	Telephone Number
Amount:	\$8,336.06	Budget Line:	408-15-150000-53990
	Jessica McClellan	0 , 0	d by Jessica McClellan .17 16:14:08 -04'00'
Approved b	oy:	Da	ate:

AGREEMENT BETWEEN CITY OF BLOOMINGTON HOUSING AND NEIGHBORHOOD DEVELOPMENT AND FIRE DAWGS, INC.

This Agreement, is entered into by and between the City of Bloomington Utilities Department, by and through its Utilities Service Board ("Department"), and Fire Dawgs, Inc. ("Contractor").

WHEREAS, the City, under emergency circumstances pursuant to I.C. 36-1-12-9, needed to abate a property located at 530 S. Washington Street, Bloomington, IN.; and

WHEREAS, City Controller reviewed and approved an emergency given the need for immediate attention to the issue, please see City of Bloomington Emergency Purchase Justification Form which is attached hereto, marked as Exhibit "A" and by this reference incorporated herein; and

WHEREAS, Contractor performed the necessary Services herein all to the satisfaction and acceptance of the City; and

WHEREAS, it was in the public interest that such Services be undertaken and performed in an emergency capacity; and

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

- 1. <u>Term and Termination.</u> This agreement shall commence on the date last entered in the signature blocks below. The agreement shall expire on the 30th day of November, 2024. The City may terminate this Agreement at any time upon written notice to Contractor.
- 2. <u>Scope of Services.</u> Contractor removed garbage, recyclable materials and yard waste from the real property located at 530 S. Washington St., Bloomington, IN ("Services"). Contractor diligently provided the Services under this Agreement and completed the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Paragraph 3 below. Contractor completed all Services required under this Agreement.
- 3. Standard of Care Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The Department shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.
- 4. <u>Compensation</u> The Department shall pay Contractor, lump sum, for all fees and expenses in an amount not to exceed \$7,495.13. Contractor submitted an invoice dated October 22, 2024, which is attached hereto, marked as **Exhibit** "B" and by this reference is incorporated herein. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Any Services not set forth in paragraph 2 above must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.
- 5. <u>Appropriation of Funds</u> Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.
- **6.** Independent Contractor Status During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.
- 7. <u>Indemnification</u> Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct

- on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").
- **8.** Conflict of Interest Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.
- **9.** <u>Insurance.</u> During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect:
 - a. Comprehensive General Liability Insurance
 - i. \$1,000,000 for each occurrence;
 - ii. \$1,000,000 personal injury and advertising injury;
 - iii. \$2,000,000 products and completed operations aggregate; and
 - iv. \$2,000,000 general aggregate.
 - b. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.
 - c. Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.
 - d. Umbrella/Excess Liability with a required limit of \$1,000,000.
- 10. <u>Waiver</u> No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
- 11. 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.
- 12. <u>Assignment</u> Neither the Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
- **13.** <u>Third Party Rights</u> Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.
- **14.** 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.
- 15. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City Department head in charge of the Contractor's work, and/or with the 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. Any breach of this section is a material breach and will be cause for termination of this Agreement.
- 16. <u>Compliance with Laws</u> In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.
- 17. <u>E-Verify</u> Contractor is enrolled in, and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed an e-verify affidavit which is attached as **Exhibit "C"**, and by this reference incorporated herein. Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the

- subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.
- 18. Notices Any notice required by this Agreement shall be made in writing to the following individuals/addresses: City of Bloomington Housing and Neighborhood Development Department, Attn: Jo Stong 401 N. Morton St., Bloomington, IN 47402. Contractor: Matthew Olson, 812-720-3294. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.
- 19. <u>Integration and Modification</u> This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.
- **20.** Non-collusion: Contractor certifies that it has not, nor has any other member, representative, or agent of Service Provider, 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 signed the non-collusion affidavit attached hereto, marked as **Exhibit "D"** and by this reference incorporated herein.

CITY OF BLOOMINGTON	UTILITIES DEPARTMENT:	CONTRACTOR:
Kyla Cox Deckard, President Utilities Service Board	DATED	DATED
Kerry Thomson, Mayor City of Bloomington	DATED	

EXHIBIT "A" EMERGENCY PURCHASE FORM

Please see the attached emergency purchase justification form dated October 17, 2024

EXHIBIT "B"

EXHIBIT "C" AFFIDAVIT REGARDING E-VERIFY

The undersigned, being duly sworn, hereby affir	rms and says that:
1. The undersigned is the of of	Fire Dawgs, Inc
2. Fire Dawgs is contracting with The City of Bl	loomington to provide services.
	st of his/her knowledge and belief, Fire Dawgs, Inc. ien," as defined at 8 United State Code 1324a(h)(3).
4. The undersigned hereby states that, to the best is enrolled in and participates in the E-verify pro	st of his/her knowledge and belief, Fire Dawgs, Inc. ogram.
I affirm under the penalties of perjury that the for the best of my knowledge and belief.	oregoing facts and information are true and correct to
Signature	
Printed name	
STATE OF INDIANA)) SS: COUNTY OF)	
COUNTY OF)	
Before me, a Notary Public in and for said Coun and acknowledged the ex, 2024.	aty and State, personally appeared day of
My Commission Expires:	
	Notary Public
County of Residence:	Name Printed
	Commission Number

EXHIBIT "D" AFFIDAVIT REGARDING NON-COLLUSION

The undersigned, being duly sworn, hereby	affirms and says that:
corporation or partnership represented by collusion or agreement with any person relat	er member, representative, or agent of the firm, company,
I affirm under the penalties of perjury that the best of my knowledge and belief.	ne foregoing facts and information are true and correct to
Dated this day of	, 2024.
Signature	_
Printed name	_
STATE OF INDIANA)) SS: COUNTY OF)	
Before me, a Notary Public in and for said (County and State, personally appeared day of
My Commission Expires:	Notary Public
County of Residence:	Name Printed
	Commission Number

INVOICE

Fire-Dawgs Bloomington

Invoice #

436

(812) 720-3294

Date Balance Tue Oct 22 2024 **7495.13**

Info@fire-dawgs.com

Due On

Tue Oct 22 2024

Bill To:

Christopher Wheeler City of Bloomington 530 S Washington St Bloomington, Indiana 47401 (812) 327-5028 wheelech@bloomington.in.gov

Service Location:

Christopher Wheeler City of Bloomington 530 S Washington St Bloomington, Indiana 47401 (812) 327-5028 wheelech@bloomington.in.gov

Description	QTY	Price	Amount
Estimate Upon Arrival	1.00	7495.13	7495.13
Our estimator will come to your location and give you a	1		
firm, free estimate for your junk removal needs. Our price	;		1
will include our labor to remove the items wherever they	: :	:	1
are at on the property, our transportation fees and our		1	; ;
disposal fees. It will also include our time and efforts to	:	1	;
recycle or donate as many items as possible on your		:	
behalf. If we are able to donate any of the items on your			•
behalf, then we will send you the tax deductible receipt	!	1 3 1	•
upon completion. This estimate will be valid for 90 days	1	•	•
from the time of the estimate. Thank You for the	:	1	:
opportunity to earn your business!	1	:	
. It It			

Payment Upon Acceptance

"Our team will confirm an exact price for your job once we have "eyes on" the day of service. Approval of the quote from the client must be confirmed before beginning. After this approval, we require payment before work begins. You can pay with cash, check, or credit card. If you are unable to be on site at the time of service, our crew will call to confirm the quote. As long as the price is agreeable, then they will collect a payment via card, and can provide before and after pictures of the completed work to ensure satisfaction. Our quotes always come with our firm, free, no obligation guarantee. If the quote did not work for you, or there is a need to schedule for another day, no payment will be collected until we arrive to do the work. If the scope of work changes during the project, or an unforeseen circumstance arises, then our team will call and confirm any price adjustments. If you are unable to be on site at the time of the work after your job has been estimated, then your card must be placed on file for our crew to collect payment before the work begins. Note: When a job is finished, we sweep up any debris caused by the crew."

:		
:		
:		
:		
: :		
	:	
:		
:		
	Sub total	7495.13
	Tax	0.00
	Tax Rate	0.000%
	Total	7495.13
	Balance	7495.13

0.00

1.00

0.00

Terms:

By paying the due balance on invoices provided, the Client hereby acknowledges that all requested service items for this date and/or any other dates listed above in the description section of the table, have been performed and have been tested showing successful satisfactory install/repair, unless otherwise stated on the invoice, in which labor service charges still apply if any repairs have been made. By accepting this invoice, the Client agrees to pay in full the amount listed in the Total section of the invoice.

Notes:

Thank you for your business!



Board of Public Works Staff Report

•	•
Project/Event:	Walnut St Garage Preventative Maintenance Browning Chapman Contract Change Order
Petitioner/Representative:	Public Works Parking Services
Staff Representative:	Jess Goodman
Date:	10/29/2024
•	
While the contractor was repairing needed sealed on the stair tower of	for the Browning Chapman preventative maintenance contract the Walnut St. garage they found some cracks and joints the on the west elevation of the parking garage. These repairs were ering firm in the amount of \$12,675.00
Recommendation and Supporti the Walnut St. garage stairwell too	ing Justification: I recommend the change order repairs fower.
Cost = \$202,775.00	
Recommend 🔀 Approval 🗌 🛭	Denial by: Jess Goodman

CONTRACT COVER MEMORANDUM



TO: Adam Wason FROM: Jess Goodman DATE: 10/29/2024

RE: Change Order Browning Chapman Walnut St. Garage Preventative

Maintenance

Contract Recipient/Vendor Name:	Browning Chapman, LLC
Department Head Initials of Approval:	AW
Responsible Department Staff: (Return signed copy to responsible staff)	Jess Goodman
Responsible Attorney: (Return signed copy to responsible attorney)	
Record Destruction Date: (Legal to fill in)	
Legal Department Internal Tracking #: (Legal to fill in)	
Due Date For Signature:	
Expiration Date of Contract:	12/31/2024
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$202,775.00
Funding Source:	101-26-260000-54510 CRED
W9/EFT Complete: (Staff Member of Responsible Dept. to fill in)	Jess Goodman
Affirmative Action Plan Complete (if applicable): (Staff Member of Responsible Dept. to fill in)	Jess Goodman
Procurement Summary Complete: (Staff Member of Responsible Dept. to fill in)	Jess Goodman

Summary of Contract:

Change order is needed for the Browning Chapman preventative maintenance contract. While the contractor was repairing the Walnut St. garage they found some cracks and joints that needed sealed on the stair tower on the west elevation of the parking garage. These repairs were approved by CE Solutions engineering firm. I recommend the change order approval in the amount of \$12,675.00. Making the contract amount \$202,775.00.

Print Reset Form

City of Bloomington Contract and Purchase Justification Form

Vendor: Browning Chapman, LLC Contract Amount: 12,675.00

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	ON	
1.	Check the box beside the procure applicable)	ment method used to initiate this p	procurement: (Attach a quote o	bid tabulation if
	Request for Quote (RFQ)	Request for Proposal (RFP)	Sole Source	Not Applicable
	Invitation to Bid (ITB)	Request for Qualifications (RFQu)	Emergency Purchase	└── (NA)
2.	List the results of procurement p	rocess. Give further explanation v	vhere requested.	Yes No
	# of Submittals: Met city requirements?	Yes No	Was the lowest cost selected? (If no, please state below why it was not.) This is a Change Order for the	
	Met item or need requirements?		CHapman Walnut St. Garage P maintenance contract.	
	Was an evaluation team used?			
	Was scoring grid used? Were vendor presentations requested?			
3.	State why this vendor was selecte	d to receive the award and contrac	ct:	
	was repairing the Walnut St. gara	Browning Chapman preventative age they found some cracks and garage. These repairs were app	joints that needed sealed on th	ne stair tower on
	Jess Goodman	Parking Garage Man	ager PW-Parking S	Services Division
	Print/Type Name	Print/Type Title	Depa	rtment



PROPOSAL

September 20, 2024

City of Bloomington Dept. of Public Works 401 North Morton Street, Ste. 120 Bloomington, IN 47404

Re: Walnut Street Parking Garage Repairs 2024

We propose to provide all labor, materials, and equipment to complete the additional removal and replacement of 650 lf of Sealant at the Precast Stair/Elevator tower on the west elevation of the parking structure.

Labor Expense	\$8,575.00
Equipment/Rigging	\$2,300.00
Materials	\$1,800.00

Total Cost

\$12,675.00

Please prepare a change order for the above total cost and work description above.

Should you have any questions or need anything clarified, please do not hesitate to contact me.

Thank you for this opportunity,

Respectfully submitted,

Ed Hall

Browning Chapman LL



Fund 101 - General Fund (50101)										
Department 01 - Animal Aloption Fee Program 010000 - Main Account 43430 - Animal Aloption Fee Fee Accoped cafe fell ill- 101024 Fee Ac		Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date Payment Date	Invoice Amount
Personal 1,0000 - Main										
Account 43430 - Animal Adoption Fees Paid by Check 10/29/2024 11/08/2024	•									
Pethany Foster POSTER- 10104 101041 10101/24	9									
101024 Fee-Adopted cat Fell 79307			04 6 1 1 1	D:11 Cl 1		10/20/2024	10/20/2024	11/00/2024	11/00/2024	00.00
Part LATTIMER Oi-refund adoption Foliar of Carcilane-10/14/24 Foliar Fol	Betnany Foster		fee-Adopted cat fell ill-			10/29/2024	10/29/2024	11/08/2024	11/08/2024	90.00
Nosh Rosado	James Latimer		01-refund adoption			10/29/2024	10/29/2024	11/08/2024	11/08/2024	40.00
Account 52210 - Institutional Supplies 4045 - Datamars, INC 893263 01-Microchips (600) 62199 10/29/2024 10/29/2024 11/08/2024 11/08/2024 11/08/2024 3,03 313 - Fastenal Company INBLM236665 01-(24) Bleach 62199 Paid by EFT # 10/29/2024 10/29/2024 11/08/20	Noah Rosado	ROSADO-	01-refund adoption	Paid by Check		10/29/2024	10/29/2024	11/08/2024	11/08/2024	60.00
Add Fastenal Company INBLM23665 01-(24) Bleach Fall by EFT # 10/29/2024 10/29/2024 11/08/2024				Acco	unt 43430 - A r	nimal Adoptio	n Fees Totals	Invo	pice Transactions 3	\$190.00
Signature Sign										
62212 10/29/2024 11/08/2024 11/08/2024 11/08/2024 11/08/2024 11/08/2024 18/08/2024 11/08/2024 11/08/2024 18/08/20	4045 - Datamars, INC	893263	01-Microchips (600)			10/29/2024	10/29/2024	11/08/2024	11/08/2024	3,036.41
## Account 52340 - Other Repairs and Maintenance ## Account 52340 - Other Repairs and Maintenance ## Account 52310 - Medical ## Account 52310 - Medical ## Account 53210 - Telephone ## Account 52210 - Institution Apairs and Maintenance ## Account 53210 - Telephone ## Account 52210 - Institution Account 53210 - Telephone ## Account 52210 - Institution Account 53210 - Invoice Transactions Account 53210 - Other Repairs and Maintenance ## Account 52320 - Ot	313 - Fastenal Company	INBLM236665	01-(24) Bleach	,		10/29/2024	10/29/2024	11/08/2024	11/08/2024	140.29
A586 - Hill's Pet Nutrition Sales, INC 251076656 01-Prescription Veterinary Food 62232 10/29/2024 10/29/2024 11/08/2024	4586 - Hill's Pet Nutrition Sales, INC	251076659				10/29/2024	10/29/2024	11/08/2024	11/08/2024	186.08
4549 - Kroger Limited Partnership I 071644 01-Rabbit Food-parsley, collard greens, parsley, coll	4586 - Hill's Pet Nutrition Sales, INC	251076656	01-Prescription	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	5.89
4549 - Kroger Limited Partnership I 054858 01-Miralax & tuna	4549 - Kroger Limited Partnership I	071644	01-Rabbiť Food- parsley, collard greens,	Paid by Check		10/29/2024	10/29/2024	11/08/2024	11/08/2024	10.85
4549 - Kroger Limited Partnership I 117248 01-Cat milk for medication compounding Account 52340 - Other Repairs and Maintenance 874 - Lee Supply Corporation S101693586.00 01-Hand Washing Sink Account 52340 - Other Repairs and Maintenance 874 - Lee Supply Corporation S101693586.00 01-Hand Washing Sink Account 52340 - Other Repairs and Maintenance Totals Invoice Transactions 1 \$16 Account 53130 - Medical 6529 - BloomingPaws, LLC 726271 01-Heartworm Treatment-Ol Goodboi Treatment-Ol Goodboi Account 53130 - Medical Totals Invoice Transactions 1 \$16 Account 53130	4549 - Kroger Limited Partnership I	054858				10/29/2024	10/29/2024	11/08/2024	11/08/2024	21.33
Account 52340 - Other Repairs and Maintenance 874 - Lee Supply Corporation S101693586.00 1 Paid by EFT # 10/29/2024 10/29/2024 11/08/2024 11/08/2024 11/08/2024 11/08/2024 11/08/2024 16/2265 Account 53130 - Medical 6529 - BloomingPaws, LLC 726271 O1-Heartworm Treatment-Ol Goodboi Account 53210 - Telephone 13969 - AT&T Mobility II, LLC 2872974211321 06-cell phone chgs 09/12-10/11/24-Inv. 287297421132X101920 24 EXECUTE: Account 53210 - Institutional Supplies Totals Invoice Transactions 7 \$3,42 10/29/2024 10/29/2024 11/08/2024 11/08/2024 11/08/2024 16/29/2024 11/08/2024 11/08/2024 11/08/2024 16/29/2024 11/08/2024	4549 - Kroger Limited Partnership I	117248	medication			10/29/2024	10/29/2024	11/08/2024	11/08/2024	25.16
874 - Lee Supply Corporation S101693586.00 1				Acco	unt 52210 - I r	nstitutional Su	pplies Totals	Invo	oice Transactions 7	\$3,426.01
1 62265	Account 52340 - Other Re									
Account 53130 - Medical 6529 - BloomingPaws, LLC 726271 01-Heartworm Treatment-Ol Goodboi 62166 Account 53130 - Medical Totals 11/08/2024 1	874 - Lee Supply Corporation		01-Hand Washing Sink			10/29/2024	10/29/2024	11/08/2024	11/08/2024	162.16
6529 - BloomingPaws, LLC 726271 01-Heartworm Treatment-Ol Goodboi 62166 Account 53210 - Telephone 13969 - AT&T Mobility II, LLC 2872974211321 06-cell phone chgs 024 09/12-10/11/24-Inv. 287297421132X101920 24 024 024 09/12-10/11/24-Inv. 287297421132X101920 24 09/12-10/11/24-Inv. 287297421132X101920 24 09/12-10/11/24-Inv. 287297421132X101920 24 09/12-10/11/24-Inv. 287297421132X101920 24 09/12-10/11/24-Inv. 287297421132X101920 29/12-10/11/24-Inv.				Account 52340	- Other Repai	irs and Mainte	nance Totals	Invo	pice Transactions 1	\$162.16
Treatment-Ol Goodboi 62166 Account 53210 - Telephone 13969 - AT&T Mobility II, LLC 2872974211321 06-cell phone chgs 024 024 09/12-10/11/24-Inv. # 79262 287297421132X101920 24 Account 53130 - Medical Totals Invoice Transactions 1 \$160 10/30/2024 10/30/2024 10/30/2024 10/30/2024 10/30/2024 10/30/2024 10/30/2024 10/30/2024 10/30/2024 10/30/2024										
Account 53210 - Telephone 13969 - AT&T Mobility II, LLC 2872974211321 06-cell phone chgs Paid by Check 10/30/2024 10/30/2024 10/30/2024 10/30/2024 10/30/2024 10/30/2024 10/30/2024 10/30/2024 287297421132X101920 24	6529 - BloomingPaws, LLC	726271				10/29/2024	10/29/2024	11/08/2024	11/08/2024	169.84
13969 - AT&T Mobility II, LLC 2872974211321 06-cell phone chgs Paid by Check 10/30/2024					Acco	ount 53130 - M	edical Totals	Invo	pice Transactions 1	\$169.84
024 09/12-10/11/24-Īnv. # 79262 287297421132X101920 24	•									
Account 53210 - Telephone Totals Invoice Transactions 1 \$4	13969 - AT&T Mobility II, LLC		09/12-10/11/24-Inv. 287297421132X101920	# 79262		10/30/2024	10/30/2024	10/30/2024	10/30/2024	41.07
					Account	t 53210 - Tele	phone Totals	Invo	oice Transactions 1	\$41.07



			_						
Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)									
Department 01 - Animal Shelter									
Program 010000 - Main									
Account 53310 - Printing	TNN/ 21F01ACC	01 250 Business Canda	Daild by EET 4	_	10/20/2024	10/20/2024	11/00/2024	11/00/2024	76.25
3892 - Midwest Color Printing, INC	1NV-21501ACC	01-250 Business Cards for Emily Herr	62275	_	10/29/2024	10/29/2024	11/08/2024	11/08/2024	76.25
		TOT LITTING THEFT	02273	Acco	unt 53310 - Pr	inting Totals	Invo	oice Transactions 1	\$76.25
Account 53510 - Electrica l	l Services					g			7
223 - Duke Energy	19-10.23.24-	19-Fac Summary Elec	Paid by Check	(10/30/2024	10/30/2024	10/30/2024	10/30/2024	23.62
5,	FAC	Billing-08/29/24-	# 792 6 8			, ,		, ,	
		10/01/2024							
				Account 53510	- Electrical Se	rvices Totals	Inve	pice Transactions 1	\$23.62
Account 53990 - Other Se									
4045 - Datamars, INC	894426	01-Microchip	Paid by EFT #	ŧ	10/29/2024	10/29/2024	11/08/2024	11/08/2024	19.98
		Registrations (2)	62199 Account 5	3990 - Other Se	ervices and Ch	narges Totals	Inve	oice Transactions 1	\$19.98
			/ (ccount of		gram 010000			pice Transactions 16	\$4,108.93
Program 010001 - Donations Over	\$5K				g. a 0_000				ψ ./200.50
Account 52210 - Institutio									
8541 - Amazon.com Sales, INC	1TL1-JHMD-	01-leashes, backpack,	Paid by EFT #	ŧ	10/29/2024	10/29/2024	11/08/2024	11/08/2024	578.45
(Amazon.com Services LLC)	HMNL	treat pouches for	62145						
		volunteer day walkers					_		
			Acc	ount 52210 - In	stitutional Su	pplies Totals	Invo	pice Transactions 1	\$578.45
Account 53130 - Medical	10206	O1 Conv/Novetor	Daild by EET 4	_	10/20/2024	10/20/2024	11/00/2024	11/00/2024	F40.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	10396	01-Spay/Neuter Surgeries-10/8/24	Paid by EFT # 62326	_	10/29/2024	10/29/2024	11/08/2024	11/08/2024	540.00
(Town & country vet		Surgeries 10/0/21	02320	Acco	unt 53130 - M	edical Totals	Invo	oice Transactions 1	\$540.00
			Prod	gram 010001 - I				pice Transactions 2	\$1,118.45
					01 - Animal S		Invo	pice Transactions 18	\$5,227.38
Department 02 - Public Works									. ,
Program 020000 - Main									
Account 46060 - Other Vic	olations								
Gregory Chiasson	2024-00001855	26-Paid a ticket that	Paid by Check	(10/29/2024	10/29/2024	11/08/2024	11/08/2024	30.00
		was voided	# 79306				_		
				Account 4606	0 - Other Viol	ations Totals	Invo	pice Transactions 1	\$30.00
Account 52110 - Office Su	• •	02 8: 1 1 1	D : 11 FFT /	,	10/20/2024	10/20/2024	11/00/2024	11/00/2021	202.02
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1JLD-P49M- M1CY	02-Binders, stapler, tape dispenser, sign	Paid by EFT # 62145	•	10/29/2024	10/29/2024	11/08/2024	11/08/2024	202.82
(Amazon.com Services LLC)	HICI	holder, easel stand	02173						
				Account 521	10 - Office Su	pplies Totals	Invo	oice Transactions 1	\$202.82
									·



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 02 - Public Works										
Program 020000 - Main										
Account 52420 - Other Sup		02 400 Vandunata Basa	Daid by CCT #		10/20/2024	10/20/2024	11/00/2024		11/00/2024	1 440 00
8658 - Kleindorfer's Hardware LLC	765019	02-400 Yardwaste Bags for Leaf Management Project			10/29/2024	10/29/2024	11/08/2024	•	11/08/2024	1,440.00
				Account 524	20 - Other Su	pplies Totals	Inv	oice Transactions	1	\$1,440.00
Account 53910 - Dues and S										
7450 - International City/County Management Association	988102 OCT 2024	02-ICMA Membership Renewal-Nate Nickel	Paid by EFT # 62248		10/29/2024				11/08/2024	200.00
4 152000 011 6			Accoun	t 53910 - Due	s and Subscrip	otions lotals	Inv	oice Transactions	1	\$200.00
Account 53990 - Other Serv			Daid by CCT #		10/20/2024	10/20/2024	11/00/2024		11/00/2024	15 020 72
7146 - Routeware, INC	INV-036081	02-Recollect Recycling Education Software 2025 Annual Support	Paid by EFT # 62317		10/29/2024	10/29/2024	11/08/2024	•	11/08/2024	15,828.72
			Account 539	990 - Other Se	rvices and Ch	arges Totals	Inv	oice Transactions	1	\$15,828.72
				Prog	gram 020000 -	Main Totals	Inv	oice Transactions	5	\$17,701.54
				Departmer	t <mark>02 - Public V</mark>	Norks Totals	Inv	oice Transactions	5	\$17,701.54
Department 03 - City Clerk Program 030000 - Main Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC		06-cell phone chgs 09/12-10/11/24-Inv. 287297421132X101920 24	Paid by Check # 79262		10/30/2024	10/30/2024	10/30/2024		10/30/2024	164.28
				Account	53210 - Telep	hone Totals	Inv	oice Transactions	1	\$164.28
					gram 030000 -		Inv	oice Transactions	1	\$164.28
				Depart	ment 03 - City	Clerk Totals	Inv	oice Transactions	1	\$164.28
Department 04 - Economic & Sustainal Program 040000 - Main										
Account 52420 - Other Sup	-									
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	17J4-1QWG- 3C7D	04-Acrylic Sign Stand Holders - 12 pk	Paid by EFT # 62145		10/29/2024	10/29/2024	11/08/2024		11/08/2024	38.09
4549 - Kroger Limited Partnership I	109937	04-Duke Mural Supplies (paper towels & ice)	Paid by Check # 79292		10/29/2024	10/29/2024	11/08/2024	•	11/08/2024	34.76
				Account 524	20 - Other Su	pplies Totals	Inv	oice Transactions	2	\$72.85
Account 53170 - Mgt. Fee, (-	•								
8737 - ADS Consulting INC (Stone Municipal Group)	10440	04-Phase Two of the Abatement Review July & Aug 2024	Paid by EFT # 62142		10/29/2024	10/29/2024	11/08/2024	ł	11/08/2024	1,180.00



	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)	_								
Department 04 - Economic & Sustainable Program 040000 - Main	e Dev								
Account 53170 - Mgt. Fee, Co	onsultants, and	d Workshops							
8737 - ADS Consulting INC (Stone Municipal Group)	10441	04-Phase Two- Abatement Review EZID Review July & Aug 2024	Paid by EFT # 62142		10/29/2024	10/29/2024			1,872.00
		Account	53170 - Mgt. I	Fee, Consultar	its, and Work	shops Totals	Invo	oice Transactions 2	\$3,052.00
Account 53210 - Telephone	2072074244224	06 11 1	D : 11 G 1		10/20/2024	10/20/2024	10/20/2024	10/20/2021	02.14
, ,	28/29/4211321 024	06-cell phone chgs 09/12-10/11/24-Inv. 287297421132X101920 24	Paid by Check # 79262		10/30/2024	10/30/2024	10/30/2024	10/30/2024	82.14
				Account	53210 - Telep	phone Totals	Invo	oice Transactions 1	\$82.14
Account 53230 - Travel									
8368 - Holly Warren	CODA-10.2024	04-reimb per diem/pkg- CODA Summit 2024- Cincinnati-10/17-10/18	Paid by EFT # 62355		10/29/2024	10/29/2024	11/08/2024	11/08/2024	211.90
				Acc	ount 53230 - 1	Travel Totals	Invo	oice Transactions 1	\$211.90
Account 53960 - Grants									
3423 - Arts Alliance Of Greater Bloomington	BACGRANT- 2024	04-2024 BAC Operations Arts Grant - AAGB	Paid by EFT # 62150		10/29/2024	10/29/2024	11/08/2024	11/08/2024	2,000.00
	BACGRANT- 2024	04-BAC Arts Proj Grant - Paint Bloomington-B. Ballinger			10/29/2024	10/29/2024	11/08/2024	11/08/2024	990.00
3 3 1	BACGRANT- 2024	04-2024 BAC Operations Grant	Paid by EFT # 62312		10/29/2024	10/29/2024	11/08/2024	11/08/2024	2,876.00
9513 - Iris Rosa	BACGRANT- 2024	04-BAC Arts Project Grant - Iris Rosa	Paid by EFT # 62315		10/29/2024	10/29/2024	11/08/2024	11/08/2024	3,000.00
		5. d. 1. 5. 1. 55 d	02020	Acco	ount 53960 - G	Grants Totals	Invo	oice Transactions 4	\$8,866.00
Account 53970 - Mayor's Pro	motion of Bus	iness							
818 - Everywhere Signs, LLC	61675	04-(6) WonderLab Mural Sign	Paid by EFT # 62211		10/29/2024	10/29/2024	11/08/2024	11/08/2024	370.00
		· ·	Account 53970	- Mayor's Pro	motion of Bus	siness Totals	Invo	oice Transactions 1	\$370.00
Account 53990 - Other Service	ces and Charge	es							
9526 - Boonyama LLC	7	04-Repair to Rogers Family Park Sculpture	Paid by EFT # 62171		10/29/2024	10/29/2024	11/08/2024	11/08/2024	1,970.00
7532 - Christina Elem	021	04-Consulting Services for public art 09/02/24-09/30/24	Paid by EFT # 62207		10/29/2024	10/29/2024	11/08/2024	11/08/2024	2,320.00
		, -,	Account 539	990 - Other Se	rvices and Ch	arges Totals	Invo	oice Transactions 2	\$4,290.00



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
			Department	04 - Economic	& Sustainabl	le Dev Totals	Invo	oice Transactions	13	\$16,944.89
Department 05 - Common Council										
Program 050000 - Main										
Account 52110 - Office Su	pplies									
3404 - J.R. Watkins & Family, INC (Signs	16981	05 - Remove and	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	26.00
Now-Abracadabra)		replace White Cut Vinyl	62254						, ,	
,		Name - Lisa Lehner								
6530 - Office Depot, INC	388629064001	05 - Webcam	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	25.61
			62287							
6530 - Office Depot, INC	388629063001	05 - Desk lamp	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	57.99
			62287				_		_	
				Account 521 :	LO - Office Su	pplies Totals	Invo	oice Transactions	3	\$109.60
Account 53210 - Telephon										
13969 - AT&T Mobility II, LLC		06-cell phone chgs	Paid by Check		10/30/2024	10/30/2024	10/30/2024		10/30/2024	41.07
	024	09/12-10/11/24-Inv.	# 79262							
		287297421132X101920								
		24		Account	53210 - Tele	nhono Totals	Inv	oice Transactions	1	\$41.07
					gram 050000 ·			oice Transactions		\$150.67
				Department 05	*			pice Transactions		\$150.67
Department Of Controller's Office				Department 03	- Common C	ouncii Totais	11100	DICE ITALISACTIONS	4	\$150.07
Department 06 - Controller's Office										
Program 060000 - Main										
Account 47120 - Sale of Pr		000 0 1 1 11 11	D :		10/20/2024	10/20/2024	11/00/2024		11/00/2021	2 575 00
208 - City Of Bloomington Utilities	2023-	06-Gov Deals sale-Unit			10/29/2024	10/29/2024	11/08/2024		11/08/2024	2,575.00
	00080172A	610	# 79280	Account 4712	O Colo of Dra	anautar Totals	Tny	oice Transactions		\$2,575.00
Account F2170 Mat Fac	Consultanta on	d Waylankana		ACCOUNT 4/12	o - Sale of Pro	pperty rotals	11100	oice Transactions	1	\$2,575.00
Account 53170 - Mgt. Fee,			D-:- L., EET #		10/20/2024	10/20/2024	11/00/2024		11/00/2024	17 500 00
330 - Ice Miller, LLP	01-2290028	06-Legal serv-Federal	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	17,500.00
		& State Gov't Affairs- Lobbying-Sept 2024	62241							
			53170 - Mat	Fee, Consultar	ts and Work	shons Totals	Inve	oice Transactions	1	\$17,500.00
		Account	. 33170 Pigt.		gram 060000 ·	-		oice Transactions	-	\$20,075.00
				Department 06 ·	•			pice Transactions		\$20,075.00
Department 07 Engineering				Department 00	Controllers	Office Totals	TIIV	DICE ITALISACTIONS	2	\$20,075.00
Department 07 - Engineering										
Program 070000 - Main	and Tools									
Account 52430 - Uniforms		1F C-f-ttf-	D-:		10/20/2024	10/20/2024	11/00/2024		11/00/2024	400.03
15449 - Rosen & Rosen Industries (R&R	678211	15-Safety vests for	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	400.92
Industries)		Engineering Staff (34)	62316	count 52430 -	Iniforms and	Tools Totals	Tn.//	oice Transactions	1	\$400.92
			AC	COUNT 32430 -	omiomis and	10015 TOTALS	11100	JICE TTATISACTIONS	1	рт 00.92



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 07 - Engineering										
Program 070000 - Main										
Account 53210 - Telephone	2									
13969 - AT&T Mobility II, LLC		06-cell phone chgs	Paid by Check		10/30/2024	10/30/2024	10/30/2024		10/30/2024	934.16
	024	09/12-10/11/24-Inv.	# 79262							
		287297421132X101920								
		24		Account	53210 - Telei	nhono Totals	Inv	oice Transactions	1 .	\$934.16
Account 53240 - Freight / (Other			Account	33210 - Telej	priorie rotais	TIIV	DICE ITALISACTIONS	1	\$ 55 - 1.10
15449 - Rosen & Rosen Industries (R&R	678211	15-Safety vests for	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	67.67
Industries)	070211	Engineering Staff (34)	62316		10/23/2021	10/23/2021	11/00/2021		11/00/2021	07.07
2.10000.100)		gg c.a (c .)	02010	Account 532 4	40 - Freight /	Other Totals	Invo	oice Transactions	1	\$67.67
Account 53990 - Other Serv	vices and Charg	es								·
11272 - Patriot Engineering And	141165	07 - Geotechnical	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	597.50
Enviromental, INC		Services through	62295							
		09/29/24					_			
			Account 53 !	990 - Other Se				oice Transactions		\$597.50
					gram 070000 -			oice Transactions		\$2,000.25
				Departme	ent 07 - Engin e	eering Totals	Invo	oice Transactions	4	\$2,000.25
Department 09 - CFRD										
Program 090000 - Main										
Account 53210 - Telephone			5		10/20/2021	10/20/2021	10/00/0004		10/00/0001	46470
13969 - AT&T Mobility II, LLC	2872974211321 024	06-cell phone chgs	Paid by Check # 79262		10/30/2024	10/30/2024	10/30/2024		10/30/2024	164.78
	024	09/12-10/11/24-Inv. 287297421132X101920								
		24								
				Account	53210 - Telej	phone Totals	Invo	oice Transactions	1	\$164.78
Account 53960 - Grants										
1618 - Beacon,INC (Shalom)	HB2024-17	09-CFRD Sponsorship	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	520.00
• • •		Table of 8 for Beacon	62160							
		Halloween Bash 2024								
					ount 53960 - G			oice Transactions		\$520.00
					gram 090000 -			oice Transactions		\$684.78
				De	epartment 09 -	CFRD Totals	Invo	oice Transactions	2	\$684.78



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 10 - Legal										
Program 100000 - Main										
Account 53160 - Instruction		10 Familia and Laur	D-:- FFT #		10/20/2024	10/20/2024	11/00/2024		11/00/2024	0.45.00
6807 - National Employment Law Institute	249web-70750	10-Employment Law Conference Webinar- Brittingham-11/19- 11/21/24	Paid by EFT # 62284	Account	10/29/2024	10/29/2024			11/08/2024	845.00
Assessment F2010 Duran and G	haavintiana			Account	53160 - Instr	uction rotals	Inv	oice Transactions	1	\$845.00
Account 53910 - Dues and S 4652 - Indiana State Bar Association	300091761	10 Momborchin Duos	Daid by EET #		10/20/2024	10/20/2024	11/00/2024		11/09/2024	166.00
4032 - Iliulalia State Dai Association	300091761	10-Membership Dues - Marjorie Rice	Paid by EFT # 62245		10/29/2024	10/29/2024	11/00/2024	i	11/08/2024	166.00
4652 - Indiana State Bar Association	300091825	10-Annual Dues (prorated) - Brittingham	Paid by EFT # 62245		10/29/2024	10/29/2024	11/08/2024	1	11/08/2024	51.75
			Accoun	t 53910 - Due		•		oice Transactions		\$217.75
					gram 100000 ·			oice Transactions		\$1,062.75
Department 11 - Mayor's Office Program 110000 - Main Account 52420 - Other Sup	blies			D	epartment 10 -	Legal Totals	Inv	oice Transactions	3	\$1,062.75
7149 - Namify, LLC	1368271	11-4 Name Tags for City Hall Staff	Paid by EFT # 62282		10/29/2024	10/29/2024	11/08/2024	ł	11/08/2024	59.56
7149 - Namify, LLC	1379523	11-Name Tags-City Hall Staff A. Shannon. Jane. K Mullen	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	+	11/08/2024	59.55
				Account 524	20 - Other Su	pplies Totals	Inv	oice Transactions	2	\$119.11
					gram 110000 ·			oice Transactions	_	\$119.11
Department 12 - Human Resources Program 120000 - Main Account 53210 - Telephone				Department	: 11 - Mayor's	Office Totals	Inv	oice Transactions	2	\$119.11
13969 - AT&T Mobility II, LLC	2872974211321 024	06-cell phone chgs 09/12-10/11/24-Inv. 287297421132X101920 24	Paid by Check # 79262		10/30/2024	10/30/2024	10/30/2024		10/30/2024	94.18
Account 53320 - Advertisin o	1			Account	53210 - Tele	phone Totals	Inv	oice Transactions	1	\$94.18
9148 - Office Easel LLC	117558A	12- HR Banners and Posters	Paid by EFT # 62288		10/29/2024	10/29/2024	11/08/2024	+	11/08/2024	1,363.00
		1 030013	02200	Account !	53320 - Advei	rtising Totals	Inv	oice Transactions	1	\$1,363.00



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990 - Other Serv	_									
585 - Bloomington Public Transportation Corporation	10750	12- City Employee Pass Program BT Rides July- September 2024	,		10/29/2024	10/29/2024	11/08/2024	+	11/08/2024	240.00
9457 - Kelsey Pierce Gregory	002	12-Compensation & Class Consultation 10/01/24-10/17/24	Paid by EFT # 62259		10/29/2024	10/29/2024	11/08/2024	l .	11/08/2024	2,035.00
7703 - Smokin' Jacks Rib Shack, LLC (Blooming Boards)	000384	12-food/catering for employee appreciation lunch-10/8/24	Paid by EFT # 62330		10/29/2024	10/29/2024	11/08/2024	+	11/08/2024	28,678.32
			Account 53	990 - Other Se		_	Inv	oice Transactions	3	\$30,953.32
					gram 120000 -			oice Transactions		\$32,410.50
			I	Department 12 ·	· Human Reso	ources Totals	Inv	oice Transactions	5	\$32,410.50
Department 13 - Planning Program 130000 - Main										
Account 53210 - Telephone		06!!!	Data la Charle		10/20/2024	10/20/2024	10/20/202		10/20/2024	260.62
13969 - AT&T Mobility II, LLC	024	06-cell phone chgs 09/12-10/11/24-Inv. 287297421132X101920 24	Paid by Check # 79262		10/30/2024	10/30/2024	10/30/2024		10/30/2024	369.63
				Account	53210 - Telep	ohone Totals	Inv	oice Transactions	1	\$369.63
Account 53990 - Other Serv	ices and Charg	es								·
6235 - Toole Design Group, LLC		13- Safe Streets and Roads for All Action Plan thru 09/27/24	Paid by EFT # 62343		10/29/2024	10/29/2024	11/08/2024	+	11/08/2024	9,513.21
		,	Account 53	990 - Other Se	rvices and Ch	arges Totals	Inv	oice Transactions	1	\$9,513.21
				Prog	gram 130000 -	Main Totals	Inv	oice Transactions	2	\$9,882.84
Program 132000 - MPO										
Account 53990 - Other Serv										
3414 - Burgess & Niple, INC	1166726	13- BMCMPO 2050 Transportation Plan 09/01/24-09/30/24	Paid by EFT # 62180		10/29/2024	10/29/2024	11/08/2024	ł	11/08/2024	4,000.01
		03/01/21 03/30/21	Account 53	990 - Other Se	rvices and Ch	arges Totals	Inv	oice Transactions	1	\$4,000.01
				Pro	gram 132000 -	- MPO Totals	Inv	oice Transactions	1	\$4,000.01
				Depar	tment 13 - Pla	nning Totals	Inv	oice Transactions	3	\$13,882.85
Department 19 - Facilities Maintenance Program 190000 - Main	1									
Account 52310 - Building M	aterials and Su	pplies								
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1W33-3LPH- J3VX	19-City Hall sink Faucet Solenoid Replacement kits (2)			10/29/2024	10/29/2024	11/08/2024	+	11/08/2024	364.92



nvoice Amount
26.32
36.99
137.94
24.99
24.99
15.00
15.00
62.45
110.24
\$778.85
41.88
220.05
239.95
242.00
242.08
14.20
14.20
14.20
1 1120
\$552.31
·
75.00
\$75.00
10,189.63
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\$10,189.63



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 19 - Facilities Maintenand	ce									
Program 190000 - Main										
Account 53610 - Building	•									
321 - Harrell Fish, INC (HFI)	C016873	19-SA City Hall quarterly planned maintenance-Oct 2024 October	Paid by EFT # 62228		10/29/2024	10/29/2024	11/08/2024	ł	11/08/2024	2,088.00
321 - Harrell Fish, INC (HFI)	ZW18446	19-SA City Hall cooling tower low on glycol- 10/9/24	Paid by EFT # 62228		10/29/2024	10/29/2024	11/08/2024	+	11/08/2024	4,230.11
392 - Koorsen Fire & Security, INC	IN00785126	19-SA City Hall Fire Alarm Test & Inspect Service Plan	Paid by EFT # 62262		10/29/2024	10/29/2024	11/08/2024	+	11/08/2024	626.95
		oci vice i idii		Account 5361	0 - Building R	epairs Totals	Inv	oice Transactions	3	\$6,945.06
				Pro	gram 190000 ·	- Main Totals	Inv	oice Transactions	18	\$18,540.85
			Depa	artment 19 - Fa	cilities Mainte	nance Totals	Inv	oice Transactions	18	\$18,540.85
Department 20 - Street Program 20CRED - STREET CRED Account 54510 - Other Ca	pital Outlays									
4186 - Carrier & Gable, INC	IN42056	20-MioVision Video detection for 5 intersections	Paid by EFT # 62186		10/29/2024	10/29/2024	11/08/2024	+	11/08/2024	130,250.00
			Acco	ount 54510 - O t	her Capital O	utlays Totals	Inv	oice Transactions	5 1	\$130,250.00
				Program 20Cl	RED - STREET	CRED Totals	Inv	oice Transactions	5 1	\$130,250.00
Department 26 - Parking Program 26CRED - PARKING CRED Account 54510 - Other Ca	pital Outlays			De	partment 20 -	Street Totals	Inv	oice Transactions	5 1	\$130,250.00
7453 - Browning Chapman, LLC	BRWNWALNGA R-APP1	26-Walnut Garage-prev maintenance-period to 9/30/24-App 1	,		10/29/2024	10/29/2024	11/08/2024	1	11/08/2024	104,571.25
		-77	Acco	ount 54510 - O t	her Capital O	utlays Totals	Inv	oice Transactions	5 1	\$104,571.25
				Program 26CRE	D - PARKING	CRED Totals	Inv	oice Transactions	5 1	\$104,571.25
				Depa	artment 26 - Pa	arking Totals	Inv	oice Transactions	5 1	\$104,571.25
Department 28 - ITS Program 280000 - Main Account 52110 - Office Su	pplies									
6530 - Office Depot, INC	391300804001	28-2024 Copy Paper Supply at Shower Building	Paid by EFT # 62287		10/29/2024	10/29/2024	11/08/2024	Į.	11/08/2024	384.00
		Daliding		Account 521	10 - Office Su	pplies Totals	Inv	oice Transactions	5 1	\$384.00



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 28 - ITS										
Program 280000 - Main										
Account 53210 - Telephone		20 HC (VOID)	D-:- FET #		10/20/2024	10/20/2024	11/00/2024		11/00/2024	17.010.00
8543 - Insight Public Sector	1101210565	28 -UC (VOIP) Telephone Hardware (95) VoIP phone, (5) E450	Paid by EFT # 62247		10/29/2024	10/29/2024	11/08/2024		11/08/2024	17,810.00
8543 - Insight Public Sector	1101215628	28 -UC (VOIP) Telephone Hardware (100) VoIP Phone	Paid by EFT # 62247		10/29/2024	10/29/2024	11/08/2024		11/08/2024	17,810.00
13969 - AT&T Mobility II, LLC	2872974211321 024	06-cell phone chgs 09/12-10/11/24-Inv. 287297421132X101920 24	Paid by Check # 79262		10/30/2024	10/30/2024	10/30/2024		10/30/2024	119.55
				Account	53210 - Tele	phone Totals	Invo	oice Transactions	3	\$35,739.55
				Pro	gram 280000 ·			oice Transactions		\$36,123.55
					Department 28			oice Transactions		\$36,123.55
Fund 402 Bentuisted Beneticus/and OF	. 43)			Fund 101 - Ge	neral Fund (S	0101) Totals	Invo	oice Transactions	86	\$399,909.65
Fund 103 - Restricted Donations(ord 05 Department 06 - Controller's Office)-1/)									
Program 400101 - Animal Medical S	ervices									
Account 53130 - Medical	0.7.005									
6529 - BloomingPaws, LLC	721839	01-Exam-Purrsephone	Paid by EFT # 62166		10/29/2024	10/29/2024	11/08/2024		11/08/2024	52.00
6529 - BloomingPaws, LLC	721863	01-Ear Cytology - Purrsephone	Paid by EFT # 62166		10/29/2024	10/29/2024	11/08/2024		11/08/2024	28.00
6529 - BloomingPaws, LLC	725800	01-Exam - Roxy	Paid by EFT # 62166		10/29/2024	10/29/2024	11/08/2024		11/08/2024	52.00
6529 - BloomingPaws, LLC	725773	01-X ray splinting - Athena	Paid by EFT # 62166		10/29/2024	10/29/2024	11/08/2024		11/08/2024	626.40
6529 - BloomingPaws, LLC	725855	01-Exam - Stevie	Paid by EFT # 62166		10/29/2024	10/29/2024	11/08/2024		11/08/2024	52.00
6529 - BloomingPaws, LLC	725865	01-X rays - Roxy	Paid by EFT # 62166		10/29/2024	10/29/2024	11/08/2024		11/08/2024	140.00
6529 - BloomingPaws, LLC	725960	01-Exam and wound care-Cat 10/11/2024	Paid by EFT # 62166		10/29/2024	10/29/2024	11/08/2024		11/08/2024	162.49
6529 - BloomingPaws, LLC	726103	01-Exam and splint care-Athena	Paid by EFT # 62166		10/29/2024	10/29/2024	11/08/2024		11/08/2024	113.60
175 - Monroe County Humane Association, INC	48695	01-exams and x-rays- 10/18/24	Paid by EFT # 62280		10/29/2024	10/29/2024	11/08/2024		11/08/2024	138.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	10433	01-Office Exam & diagnostics-10/8/24	Paid by EFT # 62326		10/29/2024	10/29/2024	11/08/2024		11/08/2024	176.61
					unt 53130 - M			oice Transactions		\$1,541.10
			Program (400101 - Anim	al Medical Se	rvices Totals	Invo	oice Transactions	10	\$1,541.10



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 103 - Restricted Donations(ord 0	5-17)									
Department 06 - Controller's Office										
Program 400102 - Animal Supplies										
Account 52210 - Institutio										
8541 - Amazon.com Sales, INC	1K4K-C7GN-	01 - Snuggle Safes	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	249.95
(Amazon.com Services LLC)	CKRC	heating pads with pet bowl (5)	62145							
4586 - Hill's Pet Nutrition Sales, INC	250996277	01-Dog, puppy, kitten	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	228.06
		& cat food	62232		10, 10, 101	10, 10, 101.	11,00,101		,,	
4586 - Hill's Pet Nutrition Sales, INC	251076659	01-Dog, puppy, kitten	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	224.00
4574 31 5 5 16 1 6 1	207274	& cat food	62232		10/20/2021	10/20/2021	11/00/0001		11/00/0001	240.50
4574 - John Deere Financial f.s.b. (Rural	297271	01-litter-50 40lb bags	Paid by Check		10/29/2024	10/29/2024	11/08/2024		11/08/2024	249.50
King)		pellet bedding- 10/22/24	# 79291							
4574 - John Deere Financial f.s.b. (Rural	293425	01-litter-50 40lb bags	Paid by Check		10/29/2024	10/29/2024	11/08/2024		11/08/2024	249.50
King)		pellet bedding-	# 79291		-, -,	., .,	, ,		, , -	
		10/10/24								
4574 - John Deere Financial f.s.b. (Rural	293093	01 - Rabbit care and	Paid by Check		10/29/2024	10/29/2024	11/08/2024		11/08/2024	45.90
King)		Cleaning Supplies-hay, vinegar, bleach	# 79291							
4633 - Midwest Veterinary Supply, INC	23495699-050	01-Buspirone tabs	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	6.87
ioss marrest retermany supply, into	23 133033 030	or paspirone tabs	62276		10,23,202	10,23,202	11,00,202		11,00,202	0.07
4633 - Midwest Veterinary Supply, INC	23439721-050	01-vinyl exam gloves	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	28.25
		(L)	62276							
4633 - Midwest Veterinary Supply, INC	23439721-000	01-Steroids, antibiotics,			10/29/2024	10/29/2024	11/08/2024		11/08/2024	125.47
4633 - Midwest Veterinary Supply, INC	23408350-150	saline 01-vinyl exam gloves	62276 Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	105.49
1035 Thewest Veterinary Supply, INC	25 100550 150	(L), ISO Gowns	62276		10/23/2021	10/23/2021	11/00/2021		11/00/2021	103.15
4633 - Midwest Veterinary Supply, INC	23408350-050	01-suture removal kit	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	4.68
			62276							
			Acco	unt 52210 - In	stitutional Su	pplies Totals	Invo	oice Transactions	11	\$1,517.67
Account 52310 - Building			D : ! ! FET #		10/20/2024	10/20/2024	11/00/2024		11/00/2024	60.24
409 - Black Lumber Co. INC	587422	01-Quikrete Concrete Gravel (6), Mechanics	Paid by EFT # 62164		10/29/2024	10/29/2024	11/08/2024		11/08/2024	60.31
		Gloves for Bench	02104							
			Account 52310	- Building Ma	terials and Su	pplies Totals	Invo	oice Transactions	1	\$60.31
				Program 40010	2 - Animal Su	pplies Totals	Invo	oice Transactions	12	\$1,577.98
Program 400105 - Animal Rescue V	Vaggin'									
Account 52210 - Institutio	onal Supplies									
4586 - Hill's Pet Nutrition Sales, INC	251076656	01-Prescription	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	282.06
		Veterinary Food	62232	. ======						+202.00
				unt 52210 - In				oice Transactions		\$282.06
			Program	400105 - Anir	nai Kescue Wa	aygın Totals	TUAC	oice Transactions	1	\$282.06



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 103 - Restricted Donations(ord 0	5-17)									
Department 06 - Controller's Office										
Program 400201 - PW Neighborhoo	d Sidewalk Prg									
Account 53990 - Other Ser	vices and Charg	es								
467 - Groomer Construction, INC	202126	20-SW Assistance	Paid by EFT #	ŧ	10/29/2024	10/29/2024	11/08/2024	1	11/08/2024	1,900.00
		Repairs-3401 S.	62225							
		Ashwood Dr-50' 4' SW								
				3990 - Other Se		_		oice Transactions	_	\$1,900.00
		P	rogram 400201	L - PW Neighbo		_		oice Transactions		\$1,900.00
				Department 06			Inv	oice Transactions	24	\$5,301.14
			Fund 103	 Restricted Do 	nations(ord 0	15-17) Totals	Inv	oice Transactions	24	\$5,301.14
Fund 153 - LIT - Economic Developme	nt									
Department 04 - Economic & Sustaina	ble Dev									
Program 040000 - Main										
Account 53960 - Grants										
4505 - Bicycle Garage, INC	1010241654300	04-Go Bloomington	Paid by Check	(10/29/2024	10/29/2024	11/08/2024	1	11/08/2024	2,299.99
	43	Drawing eBike - 2025	# 79275							
136 - Girls INC Of Monroe County	SEEL-2024	04-SEEL Grant - Girls		ŧ	10/29/2024	10/29/2024	11/08/2024	1	11/08/2024	10,000.00
504 II : A II : OSTI C: S	CDECCOL AD	Monroe County	62219	,	10/20/2024	10/20/2024	44 (00 (202		11/00/2024	200 000 00
504 - Housing Authority Of The City of	CRESSOLAR- 2024	04-Crestmont Solar Installation	Paid by EFT # 62238	•	10/29/2024	10/29/2024	11/08/2024	ł	11/08/2024	200,000.00
Bloomington (BHA) 8075 - IFF (IFF Real Estate Services LLC)	INV-002916	04-Service Agreement		.	10/29/2024	10/29/2024	11/00/202/	i	11/08/2024	2,500.00
8073 - TFF (TFF Real Estate Services LLC)	1111-002910	SEEL Assessments-RES		•	10/29/2024	10/29/2024	11/06/2025	T	11/00/2024	2,300.00
		Services-6/30/24	02272							
		30111003 0/30/21		Aco	ount 53960 - (Grants Totals	Inv	oice Transactions	4	\$214,799.99
					gram 040000		Inv	oice Transactions	4	\$214,799.99
			Denartmen	t 04 - Economi o	_			oice Transactions		\$214,799.99
Department 06 - Controller's Office			Берагантен	20011011111			2111	olee Transactions	•	Ψ21 1/1 33133
Program 060000 - Main										
Account 53170 - Mgt. Fee,	Consultants an	d Workshops								
19660 - Bose McKinney & Evans, LLP	891860	06-Annexation	Paid by EFT #	ŧ	10/29/2024	10/29/2024	11/08/2024	1	11/08/2024	11,301.40
19000 - Bose McKilliey & Evalis, ELI	091000	Remonstrances Sept	62172		10/23/2024	10/23/2024	11/00/202	r	11/00/2024	11,501.40
		2024	V21, 2							
			nt 53170 - Mgt	. Fee, Consulta	nts, and Work	shops Totals	Inv	oice Transactions	1	\$11,301.40
				•	gram 060000 ·	•	Inv	oice Transactions	1	\$11,301.40
				Department 06	_		Inv	oice Transactions	1	\$11,301.40
										, , , , , , ,



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 153 - LIT — Economic Developme Department 19 - Facilities Maintenan Program 190000 - Main	ce									
Account 53990 - Other Se										
9281 - Jack Henry Bryant (H and K Maintenance LLC)	INV-0000520	19-SA-DPW mowing - September 2024	Paid by EFT and 62178	#	10/29/2024	10/29/2024	11/08/2024	1	11/08/2024	650.00
·		·	Account 5	3990 - Other Se	ervices and Ch	narges Totals	Inv	oice Transactions	1	\$650.00
				Pro	gram 190000 ·	- Main Totals	Inv	oice Transactions	1	\$650.00
			Dep	oartment 19 - Fa	cilities Mainte	nance Totals	Inv	oice Transactions	1	\$650.00
			Fund :	153 - LIT – Ecoi	nomic Develo	pment Totals	Inv	oice Transactions	6	\$226,751.39
Fund 160 - IFA CoronaVirus Relief Fnd Department 06 - Controller's Office Program G20018 - IFA Corona Viru Account 53990 - Other Se	ıs Relief Fund	ges								
250 - Crowe LLP	CI-121238	12-Classification and Compensation Study 09/01/24-09/30/24	Paid by EFT a 62197	#	10/29/2024	10/29/2024	11/08/2024	1	11/08/2024	832.00
		,-,	Account 5	3990 - Other Se	ervices and Ch	narges Totals	Inv	oice Transactions	1	\$832.00
			Program G20	018 - IFA Coror	na Virus Relief	f Fund Totals	Inv	oice Transactions	1	\$832.00
				Department 06	- Controller's	Office Totals	Inv	oice Transactions	1	\$832.00
			Fund 160 -	IFA CoronaViru	us Relief Fnd2	1.019 Totals	Inv	oice Transactions	1	\$832.00
Fund 176 - ARPA Local Fiscal Recvry (: Department 04 - Economic & Sustain: Program G21005 - ARPA COVID Lo Account 53960 - Grants	able Dev	ery								
7256 - Bellwether Properties, LLC	213	04-300 W Hillside- Prorated Sept +October-December rent	Paid by EFT # 62162	#	10/29/2024	10/29/2024	11/08/2024	1	11/08/2024	12,086.67
		Tent		Aco	ount 53960 - (Grants Totals	Inv	oice Transactions	. 1	\$12,086.67
		Proai	ram G21005 -	ARPA COVID Lo				oice Transactions		\$12,086.67
				nt 04 - Economi e				oice Transactions		\$12,086.67
			•	- ARPA Local Fis				oice Transactions		\$12,086.67



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 249 - Grants Non Approp										
Department 20 - Street										
Program G23021 - 6.0 Training Gra	nt (CDL B)									
Account 53990 - Other Sei	rvices and Char	ges								
208 - City Of Bloomington Utilities	CDL Reimb 2023	06-Reimb. for payment to Ivy Tech/CDL Training/IDW Grantgrant	# 79279		10/29/2024	10/29/2024			11/08/2024	12,495.00
				990 - Other Se		_		oice Transactions		\$12,495.00
			Program G2	3021 - 6.0 Tra		-		oice Transactions		\$12,495.00
				De	partment 20 -	Street Totals	Inv	oice Transactions	1	\$12,495.00
				Fund 249 -	Grants Non A	pprop Totals	Inv	oice Transactions	1	\$12,495.00
Fund 312 - Community Services Department 09 - CFRD										
Program 090001 - Com Serv - Black	(Males									
Account 52420 - Other Su	pplies									
4549 - Kroger Limited Partnership I	057522	09-Snacks and Drinks for Black Male Summit 2024 Guests	Paid by Check # 79292		10/29/2024	10/29/2024	11/08/2024		11/08/2024	115.48
		202 : 00000		Account 524	20 - Other Su	pplies Totals	Inv	oice Transactions	1	\$115.48
Account 53990 - Other Sei	vices and Char	raes								,
234 - Monroe County Community School Corporation (MCCSC)	2586	09-MCCSC Bus Transport-Roundtrip BMS to City Hall-Youth Summit	Paid by Check # 79294		10/29/2024	10/29/2024	11/08/2024		11/08/2024	168.45
		Samme	Account 53	990 - Other Se	ervices and Ch	narges Totals	Inv	oice Transactions	1	\$168.45
				090001 - Com			Inv	oice Transactions	2	\$283.93
Program 090016 - Com Serv - Safe Account 53990 - Other Se		rges	. rogram	-		Tidles Totals	2111	olee Transactions	_	Ψ203133
9494 - Maylin Palma	102324	09-Emcee Performance at Black y Brown Arts Festival 2024	Paid by EFT # 62293		10/29/2024	10/29/2024	11/08/2024	1	11/08/2024	100.00
		restivai 2024	Account 53	990 - Other Se	arvices and Ch	narges Totals	Inv	oice Transactions	1	\$100.00
				090016 - Con		_		oice Transactions		\$100.00
			Flogiali		epartment 09 -			oice Transactions		\$383.93
								oice Transactions	_	
				runa 312 - C	Community Se	rvices rotals	Inv	oice Transactions	3	\$383.93



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amoun
Fund 450 - Local Road and Street(S07	06)									
Department 20 - Street										
Program 200000 - Main										
Account 53520 - Street Li										
223 - Duke Energy	02-SL10.12324 01	- 02-Street Light (Misc Lights)-09/17/24- 10/16/24	Paid by Check # 79274		10/30/2024	10/30/2024	10/30/2024		10/30/2024	8.70
			Account 535	20 - Street Lig	hts / Traffic S	ignals Totals	Inv	oice Transactions	1	\$8.7
Account 53990 - Other Se										
7239 - Azteca Systems Holdings, LLC	INV9236	02 - meeting for workflow and questions-10/9/24	Paid by EFT # 62153		10/29/2024	, ,			11/08/2024	225.0
			Account 53	990 - Other Se				oice Transactions		\$225.0
					gram 200000 -			oice Transactions		\$233.7
					partment 20 - S			oice Transactions		\$233.7
			Fund 45	0 - Local Road	and Street(S	0706) Totals	Inv	oice Transactions	2	\$233.7
Fund 451 - Motor Vehicle Highway(S0)	708)									
Department 20 - Street										
Program 200000 - Main										
Account 47120 - Sale of P	. ,	06 C Dll- II-it	D=:- -		10/20/2024	10/20/2024	11/00/202		11/00/2024	755.0
208 - City Of Bloomington Utilities	2024- 00104074A	06-Gov Deals sale-Unit 618	# 79280		10/29/2024	10/29/2024	11/08/2024	t	11/08/2024	755.0
	0010 1 071A	010	# 79200	Account 4712	0 - Sale of Pro	nerty Totals	Inv	oice Transactions	1	\$755.0
Account 52210 - Institutio	onal Supplies			7.0000 17 ==		pporty rotatio		0.00	_	4,55.0
313 - Fastenal Company	INBLM235291	20-Tools & Supplies for	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	1	11/08/2024	188.9
,		Crews-safety glasses, gloves, paint	62212		, , ,	., .,	, ,		, ,	
786 - Richard's Small Engine, INC	560778	20-Forest Helmet & Insulator for tree crew			10/29/2024	10/29/2024			11/08/2024	147.9
			Acco	ount 52210 - In	stitutional Su	pplies Totals	Inv	oice Transactions	2	\$336.89
Account 52420 - Other Su								_		
409 - Black Lumber Co. INC	586925	20-Tools & Supplies- Traffic Crews-rags in a box, solvent	Paid by EFT # 62164		10/29/2024	10/29/2024	11/08/2024	ł	11/08/2024	25.9
409 - Black Lumber Co. INC	586955	20-Tools & Supplies- SW Crews-lumber	Paid by EFT # 62164		10/29/2024	10/29/2024	11/08/2024	1	11/08/2024	26.5
409 - Black Lumber Co. INC	587401	20-Tools & Supplies for Sidewalk Crews			10/29/2024	10/29/2024	11/08/2024	1	11/08/2024	41.5
4574 - John Deere Financial f.s.b. (Rural King)	230755	20-(6) 2 Gallon sprayer for hauling trucks			10/29/2024	10/29/2024	11/08/2024	1	11/08/2024	89.9
4574 - John Deere Financial f.s.b. (Rural King)	238628	20-Rubber Mats for Units #4951 & #4971	Paid by Check # 79291		10/29/2024	10/29/2024	11/08/2024	1	11/08/2024	69.9
8658 - Kleindorfer's Hardware LLC	762297	20-Fuses for cabinet swap Traffic crew	Paid by EFT # 62260		10/29/2024	10/29/2024	11/08/2024	1	11/08/2024	5.2



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 451 - Motor Vehicle Highway(S07	708)									
Department 20 - Street										
Program 200000 - Main										
Account 52420 - Other Sup										
8658 - Kleindorfer's Hardware LLC	765791	20-Lexal dr for cabinet swap Traffic	Paid by EFT # 62260		10/29/2024	10/29/2024	11/08/2024		11/08/2024	101.41
				Account 524	20 - Other Su	pplies Totals	Invo	oice Transactions	7	\$360.65
Account 53130 - Medical										
231 - IU Health OCC Health Services	00162122-00	20-DOT 5 Panel E Screen Employees T. Brewer-9/24/24	Paid by EFT # 62252		10/29/2024	10/29/2024	11/08/2024		11/08/2024	50.00
231 - IU Health OCC Health Services	00162123-00	20-DOT 5 Panel E Screen Employees S. Henderson-9/24/24	Paid by EFT # 62252		10/29/2024	10/29/2024	11/08/2024		11/08/2024	50.00
		11C11CC13011 3/2 1/2 1		Acco	unt 53130 - M	edical Totals	Invo	oice Transactions	2	\$100.00
Account 53210 - Telephon e	е									,
13969 - AT&T Mobility II, LLC		06-cell phone chas	Paid by Check		10/30/2024	10/30/2024	10/30/2024		10/30/2024	364.14
, ,	024	09/12-10/11/24-Inv. 287297421132X101920 24	# 79262				, ,		, ,	
				Account	53210 - Tele	phone Totals	Invo	oice Transactions	1	\$364.14
Account 53920 - Laundry a	and Other Sanita	tion Services		, 1000 a. 10		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	2	nee Transactions	-	4
Account 53920 - Laundry a 19171 - Vestis Group, INC (FKA Aramark)	and Other Sanita 4080150975	20-uniform rental (minus payroll ded)-	Paid by EFT # 62350	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	10/29/2024	10/29/2024	11/08/2024		11/08/2024	9.01
19171 - Vestis Group, INC (FKA Aramark)	4080150975	20-uniform rental (minus payroll ded)- 10/16/24	62350	7.000 4.11	10/29/2024	10/29/2024	11/08/2024		11/08/2024	9.01
2		20-uniform rental (minus payroll ded)-	62350	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		-	11/08/2024			
19171 - Vestis Group, INC (FKA Aramark)	4080150975	20-uniform rental (minus payroll ded)- 10/16/24 20-mat/towel services- 10/16/24	62350 Paid by EFT #		10/29/2024	10/29/2024	11/08/2024 11/08/2024		11/08/2024	9.01
19171 - Vestis Group, INC (FKA Aramark)	4080150975 4080150976	20-uniform rental (minus payroll ded)- 10/16/24 20-mat/towel services- 10/16/24 Account	62350 Paid by EFT # 62350		10/29/2024	10/29/2024	11/08/2024 11/08/2024		11/08/2024	9.01 42.50
19171 - Vestis Group, INC (FKA Aramark) 19171 - Vestis Group, INC (FKA Aramark)	4080150975 4080150976	20-uniform rental (minus payroll ded)- 10/16/24 20-mat/towel services- 10/16/24 Account	62350 Paid by EFT # 62350		10/29/2024	10/29/2024	11/08/2024 11/08/2024	oice Transactions	11/08/2024	9.01 42.50
19171 - Vestis Group, INC (FKA Aramark) 19171 - Vestis Group, INC (FKA Aramark) Account 53990 - Other Ser	4080150975 4080150976 rvices and Charg	20-uniform rental (minus payroll ded)- 10/16/24 20-mat/towel services- 10/16/24 Account es 20-Calibration Service	62350 Paid by EFT # 62350 53920 - Launc Paid by EFT # 62151		10/29/2024 10/29/2024 Sanitation Se	10/29/2024 10/29/2024 ervices Totals	11/08/2024 11/08/2024 Invo	oice Transactions	11/08/2024 11/08/2024 2	9.01 42.50 \$51.51
19171 - Vestis Group, INC (FKA Aramark) 19171 - Vestis Group, INC (FKA Aramark) Account 53990 - Other Ser 50419 - Athens Technical Specialists, INC	4080150975 4080150976 rvices and Charg INV110460	20-uniform rental (minus payroll ded)- 10/16/24 20-mat/towel services- 10/16/24 Account es 20-Calibration Service for MMU Tester	62350 Paid by EFT # 62350 53920 - Launc Paid by EFT # 62151		10/29/2024 10/29/2024 Sanitation Se 10/29/2024	10/29/2024 10/29/2024 revices Totals 10/29/2024	11/08/2024 11/08/2024 Invo	oice Transactions	11/08/2024 11/08/2024 2 11/08/2024	9.01 42.50 \$51.51 713.98
19171 - Vestis Group, INC (FKA Aramark) 19171 - Vestis Group, INC (FKA Aramark) Account 53990 - Other Ser 50419 - Athens Technical Specialists, INC Lenore Baker	4080150975 4080150976 rvices and Charg INV110460 Baker 102924	20-uniform rental (minus payroll ded)- 10/16/24 20-mat/towel services- 10/16/24 Account es 20-Calibration Service for MMU Tester 20-Tort Claim-L. Baker, 7th St between Walnut/College 3.1.24	62350 Paid by EFT # 62350 53920 - Launc Paid by EFT # 62151 Paid by Check # 79305		10/29/2024 10/29/2024 Sanitation Se 10/29/2024 10/29/2024	10/29/2024 10/29/2024 ervices Totals 10/29/2024 10/29/2024	11/08/2024 11/08/2024 Invo 11/08/2024 11/08/2024	oice Transactions	11/08/2024 11/08/2024 2 11/08/2024 11/08/2024	9.01 42.50 \$51.51 713.98 4,776.90
19171 - Vestis Group, INC (FKA Aramark) 19171 - Vestis Group, INC (FKA Aramark) Account 53990 - Other Ser 50419 - Athens Technical Specialists, INC	4080150975 4080150976 rvices and Charg INV110460	20-uniform rental (minus payroll ded)- 10/16/24 20-mat/towel services- 10/16/24 Account es 20-Calibration Service for MMU Tester 20-Tort Claim-L. Baker, 7th St between Walnut/College 3.1.24 20-Brine equipment service repairs-salt	62350 Paid by EFT # 62350 53920 - Launc Paid by EFT # 62151 Paid by Check		10/29/2024 10/29/2024 Sanitation Se 10/29/2024	10/29/2024 10/29/2024 revices Totals 10/29/2024	11/08/2024 11/08/2024 Invo 11/08/2024 11/08/2024	oice Transactions	11/08/2024 11/08/2024 2 11/08/2024	9.01 42.50 \$51.51 713.98
19171 - Vestis Group, INC (FKA Aramark) 19171 - Vestis Group, INC (FKA Aramark) Account 53990 - Other Ser 50419 - Athens Technical Specialists, INC Lenore Baker	4080150975 4080150976 rvices and Charg INV110460 Baker 102924	20-uniform rental (minus payroll ded)- 10/16/24 20-mat/towel services- 10/16/24 Account es 20-Calibration Service for MMU Tester 20-Tort Claim-L. Baker, 7th St between Walnut/College 3.1.24 20-Brine equipment	Paid by EFT # 62350 53920 - Laund Paid by EFT # 62151 Paid by Check # 79305 Paid by EFT # 62184	ry and Other	10/29/2024 10/29/2024 Sanitation Se 10/29/2024 10/29/2024	10/29/2024 10/29/2024 rvices Totals 10/29/2024 10/29/2024 10/29/2024	11/08/2024 11/08/2024 Invo 11/08/2024 11/08/2024 11/08/2024	oice Transactions	11/08/2024 11/08/2024 2 11/08/2024 11/08/2024 11/08/2024	9.01 42.50 \$51.51 713.98 4,776.90 2,200.00
19171 - Vestis Group, INC (FKA Aramark) 19171 - Vestis Group, INC (FKA Aramark) Account 53990 - Other Ser 50419 - Athens Technical Specialists, INC Lenore Baker	4080150975 4080150976 rvices and Charg INV110460 Baker 102924	20-uniform rental (minus payroll ded)- 10/16/24 20-mat/towel services- 10/16/24 Account es 20-Calibration Service for MMU Tester 20-Tort Claim-L. Baker, 7th St between Walnut/College 3.1.24 20-Brine equipment service repairs-salt	Paid by EFT # 62350 53920 - Laund Paid by EFT # 62151 Paid by Check # 79305 Paid by EFT # 62184	ry and Other	10/29/2024 10/29/2024 Sanitation Se 10/29/2024 10/29/2024 10/29/2024	10/29/2024 10/29/2024 rvices Totals 10/29/2024 10/29/2024 10/29/2024	11/08/2024 11/08/2024 11/08/2024 11/08/2024 11/08/2024	oice Transactions	11/08/2024 11/08/2024 2 11/08/2024 11/08/2024 11/08/2024 3	9.01 42.50 \$51.51 713.98 4,776.90 2,200.00 \$7,690.88 \$9,659.07
19171 - Vestis Group, INC (FKA Aramark) 19171 - Vestis Group, INC (FKA Aramark) Account 53990 - Other Ser 50419 - Athens Technical Specialists, INC Lenore Baker	4080150975 4080150976 rvices and Charg INV110460 Baker 102924	20-uniform rental (minus payroll ded)- 10/16/24 20-mat/towel services- 10/16/24 Account es 20-Calibration Service for MMU Tester 20-Tort Claim-L. Baker, 7th St between Walnut/College 3.1.24 20-Brine equipment service repairs-salt	Paid by EFT # 62350 53920 - Laund Paid by EFT # 62151 Paid by Check # 79305 Paid by EFT # 62184 Account 539	ry and Other 90 - Other Se Prog	10/29/2024 10/29/2024 Sanitation Se 10/29/2024 10/29/2024 10/29/2024 ervices and Chegram 200000 epartment 20 -	10/29/2024 10/29/2024 10/29/2024 10/29/2024 10/29/2024 10/29/2024 narges Totals Main Totals Street Totals	11/08/2024 11/08/2024 11/08/2024 11/08/2024 11/08/2024 Invo	oice Transactions	11/08/2024 11/08/2024 2 11/08/2024 11/08/2024 11/08/2024 3 18	9.01 42.50 \$51.51 713.98 4,776.90 2,200.00 \$7,690.88 \$9,659.07 \$9,659.07
19171 - Vestis Group, INC (FKA Aramark) 19171 - Vestis Group, INC (FKA Aramark) Account 53990 - Other Ser 50419 - Athens Technical Specialists, INC Lenore Baker	4080150975 4080150976 rvices and Charg INV110460 Baker 102924	20-uniform rental (minus payroll ded)- 10/16/24 20-mat/towel services- 10/16/24 Account es 20-Calibration Service for MMU Tester 20-Tort Claim-L. Baker, 7th St between Walnut/College 3.1.24 20-Brine equipment service repairs-salt	Paid by EFT # 62350 53920 - Laund Paid by EFT # 62151 Paid by Check # 79305 Paid by EFT # 62184 Account 539	ry and Other 90 - Other Se Prog	10/29/2024 10/29/2024 Sanitation Se 10/29/2024 10/29/2024 10/29/2024 ervices and Chegram 200000	10/29/2024 10/29/2024 10/29/2024 10/29/2024 10/29/2024 10/29/2024 narges Totals Main Totals Street Totals	11/08/2024 11/08/2024 11/08/2024 11/08/2024 11/08/2024 Invo	oice Transactions oice Transactions oice Transactions	11/08/2024 11/08/2024 2 11/08/2024 11/08/2024 11/08/2024 3 18 18	9.01 42.50 \$51.51 713.98 4,776.90 2,200.00 \$7,690.88 \$9,659.07



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 452 - Parking Facilities(S9502)								'		
Department 26 - Parking										
Program 260000 - Main										
Account 52210 - Institution	nal Supplies									
5099 - Office Three Sixty, INC	3006159	26-push	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	420.84
		broom,brooms,toilet	62289							
		brush,cleaner,swifter pads,goo gone								
		pads,goo gone	Acco	ount 52210 - In	stitutional Su	pplies Totals	Invo	oice Transactions	: 1	\$420.84
Account 52310 - Building M	laterials and Su	upplies	7.1000			ppco	2		_	Ψ .=0.0 .
8658 - Kleindorfer's Hardware LLC	761614	26-(2) Spray paint to	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	13.98
		cover graffiti	62260 [°]							
8658 - Kleindorfer's Hardware LLC	762302	26-Hammer & pudy	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	20.37
		knife	62260	Destinie - Mari			T	.: T	. 2	424.25
Account F3430 Other Com	nline		Account 52310	- Building Ma	eriais and Su	pplies rotals	Invo	oice Transactions	5 2	\$34.35
Account 52420 - Other Sup 4964 - The Toledo Ticket Co	504717	26-spitter tickets for	Paid by EFT #		10/29/2024	10/20/2024	11/00/2024		11/08/2024	4,565.61
4904 - The Toledo Ticket Co	304/1/	transient parkers for all			10/29/2024	10/29/2024	11/00/2024		11/06/2024	4,505.01
		garages	023 11							
		3 3		Account 524	20 - Other Su	pplies Totals	Invo	oice Transactions	: 1	\$4,565.61
Account 53610 - Building R	Repairs									
656 - B&L Sheet Metal and Roofing, INC	2184997	26-Trades Garage-	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	1,585.83
		replace/seal roof	62155							
		exhaust pipe-caused leak-10/4								
393 - Kone INC	871482562	26- Walnut Street	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	242.06
333 Rolle INC	071102302	Garage elevator maint			10/25/2021	10/23/2021	11,00,2021		11,00,2021	2 12.00
		10/01/24-10/31/24								
393 - Kone INC	871482565	26- Morton Street	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	531.64
		Garage elevator maint	62261							
393 - Kone INC	871482566	10/01/24-10/31/24 26- Trades District	Paid by EFT #		10/29/2024	10/29/2024	11/09/2024		11/08/2024	1,063.28
393 - Rolle INC	071402300	Garage elevator maint			10/23/2024	10/23/2024	11/00/2024		11/00/2024	1,005.20
		10/01/24-10/31/24	02201							
393 - Kone INC	871482567	26- Fourth Street	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	1,063.28
		Garage elevator maint	62261							
		10/01/24-10/31/24					-		-	+4.406.00
				Account 5361				oice Transactions	-	\$4,486.09
					gram 260000 ·			oice Transactions oice Transactions	-	\$9,506.89 \$9,506.89
			E	pepa nd 452 - Parkir	artment 26 - Pa	_		oice Transactions oice Transactions	-	\$9,506.89
			гu	iiu 432 - FafKii	ig racilities(5)	JJUZ) TOLAIS	TIIVC	DICE ITALISACIONS) J	\$3,500.69



Department 26 - Parking Meter Fund(\$2141)										
Department 26 - Parking	ent Date Invoice Amount	ceived Date Payment Date	G/L Date	Due Date	Invoice Date	Held Reaso	Status	Invoice Description	Invoice No.	
Program 260000 - Main										
Account 52340 - Other Repairs and Maintenance 313 - Fastenal Company INBLM23824 26-plastic wire ties for special event posting special event posting special event posting returned from IPS after featured from IPS after										
11/08										
Special event posting Spec										
returned from IPS after repair-10/8/24 repair-10/8/24	•	11/08/2024		, ,			62212	•	INBLM234824	• •
13969 - AT&T Mobility II, LLC 2872974211321 06-cell phone chgs 09/12-10/11/24-linv. 287297421132N101920 29/12-10/11/24-linv. 287297421132N101920 24 287297421132N101920 24 287297421132N101920 24 24 24 24 24 24 24	<u></u>	11/08/2024					62250	returned from IPS after repair-10/8/24	INV102590	4264 - IPS Group, INC
19369 - AT&T Mobility II, LLC	\$6,930.90	Transactions 2	Invoid	nance Totals	rs and Mainte	- Other Rep	Account 52340			
024 09/12-10/11/24-Inv. 287297421132X101920 28729742132X101920 28729742132X101920 28729742132X101920 28729742132X101920 28729742132X101920 28729742132X101920 28729742132X101920 28729742132X101920 28	. (2024	10/00/0004	10/00/0004	10/00/0004	10/20/2021		5	06 11 1		•
Account 53240 - Freight / Other 4264 - IPS Group, INC INV102590 26-meter clocks returned from IPS after repair-10/8/24 returned from IPS after repair-10/8/24 Account 53240 - Freight / Other Totals Invoice Transactions 1 Invoice Transactions 1 Invoice Transactions 4 Invoice Transactions 5 Invoice		10/30/2024	10/30/2024	10/30/2024	10/30/2024		# 79262	09/12-10/11/24-Inv. 287297421132X101920		13969 - AT&T Mobility II, LLC
4264 - IPS Group, INC INV102590 26-meter clocks returned from IPS after repair-10/8/24 Account 53240 - Freight / Other Totals Program 260000 - Main Totals Invoice Transactions 4 Popartment 26 - Parking Totals Invoice Transactions 4 Fund 456 - MVH Restricted Department 20 - Street Program 200000 - Main Account 52330 - Street , Alley, and Sewer Material 5149 - E&B Paving, INC 30060547 20-Asphalt for Paving Poplar Dr & Hemlock Circle 09/30/24 Account 52330 - Street , Alley, and Sewer Material Account 52330 - Street Alley, and Sewer Material Totals Program 200000 - Main Totals Invoice Transactions 1	\$123.21	Transactions 1	Invoid	phone Totals	53210 - Telep	Acco				
returned from IPS after repair-10/8/24 Account 53240 - Freight / Other Totals Invoice Transactions 1 Program 260000 - Main Totals Invoice Transactions 4 Program 260000 - Main Totals Invoice Transactions 4 Fund 456 - MVH Restricted Department 20 - Street Program 200000 - Main Account 52330 - Street , Alley, and Sewer Material 5149 - E&B Paving, INC 30060547 20-Asphalt for Paving Poplar Dr & Hemlock Circle 09/30/24 Account 52330 - Street , Alley, and Sewer Material Totals Invoice Transactions 1 Program 200000 - Main Totals Invoice Transactions 1										
Account 53240 - Freight / Other Totals Invoice Transactions 1 Invoice Transactions 1 Invoice Transactions 1 Invoice Transactions 1 Invoice Transactions 4 Invoice Transactions 1 Invoi	8/2024 1,063.33	11/08/2024	11/08/2024	10/29/2024	10/29/2024			returned from IPS after	INV102590	4264 - IPS Group, INC
Department 26 - Parking Totals Fund 456 - MVH Restricted Department 20 - Street Program 200000 - Main Account 52330 - Street , Alley, and Sewer Material 5149 - E&B Paving, INC 30060547 20-Asphalt for Paving Poplar Dr & Hemlock Circle 09/30/24 Account 52330 - Street , Alley, and Sewer Material Fund 455 - Parking Meter Fund(\$2141) Totals Fund 456 - MVH Restricted Fund 455 - Parking Meter Fund(\$2141) Totals Fund 456 - Parking Meter Fund(\$2141) Totals Fund 456 - Parking Meter Fund(\$2141) Totals Fund 456 - Parking Meter Fund (\$2141) Totals F	\$1,063.33	Transactions 1	Invoid	Other Totals	40 - Freight /	Account 5		-,-,		
Fund 456 - MVH Restricted Department 20 - Street Program 200000 - Main Account 52330 - Street , Alley, and Sewer Material 5149 - E&B Paving, INC 30060547 20-Asphalt for Paving Poplar Dr & Hemlock Circle 09/30/24 Account 52330 - Street , Alley, and Sewer Material Find 455 - Parking Meter Fund(\$\(\frac{2}{2}\)11\) Totals Invoice Transactions 4 Invoice Transactions 4 Invoice Transactions 4 Invoice Transactions 1 Invoice Transactions 1 Program 200000 - Main Totals Department 20 - Street Totals Invoice Transactions 1	\$8,117.44	Transactions 4	Invoid	Main Totals	gram 260000 -					
Fund 456 - MVH Restricted Department 20 - Street Program 200000 - Main Account 52330 - Street , Alley, and Sewer Material 5149 - E&B Paving, INC 30060547 20-Asphalt for Paving Paid by EFT # 10/29/2024 10/29/2024 11/08/2024 11	\$8,117.44	Transactions 4	Invoid	arking Totals	artment 26 - Pa					
Department 20 - Street Program 200000 - Main Account 52330 - Street , Alley, and Sewer Material 5149 - E&B Paving, INC 30060547 20-Asphalt for Paving Paid by EFT # 10/29/2024 10/29/2024 11/08/2024	\$8,117.44	Transactions 4	Invoid	2141) Totals	Meter Fund(S	155 - Parki	Fund 4			
5149 - E&B Paving, INC 30060547 20-Asphalt for Paving Paid by EFT # 10/29/2024 10/29/2024 11/08/2										Department 20 - Street Program 200000 - Main
Poplar Dr & Hemlock 62204 Circle 09/30/24 Account 52330 - Street , Alley, and Sewer Material Totals Program 200000 - Main Totals Department 20 - Street Totals Invoice Transactions 1 Invoice Transactions 1	10.000.00	11/00/2024	11/00/2024	10/20/2024	10/20/2024		D : 11 FFT #			The state of the s
Account 52330 - Street , Alley, and Sewer Material Totals Invoice Transactions 1 Program 200000 - Main Totals Invoice Transactions 1 Department 20 - Street Totals Invoice Transactions 1	8/2024 10,000.00	11/08/2024	11/08/2024	10/29/2024	10/29/2024			Poplar Dr & Hemlock	30060547	5149 - E&B Paving, INC
Department 20 - Street Totals Invoice Transactions 1	\$10,000.00	Transactions 1	Invoid	iterial Totals	and Sewer Ma	Street , Alle	ccount 52330 - 9			
· ·	\$10,000.00	Transactions 1	Invoid	Main Totals	gram 200000 -					
	\$10,000.00	Transactions 1	Invoid	Street Totals	partment 20 - S					
Fund 456 - MVH Restricted Totals Invoice Transactions 1	\$10,000.00	Transactions 1	Invoid	ricted Totals	56 - MVH Rest	Func				
Fund 600 - Cumulative Cap Imprv(CIG)(S2379) Department 02 - Public Works Program 020000 - Main Account 52330 - Street , Alley, and Sewer Material								Matorial		Department 02 - Public Works Program 020000 - Main
	8/2024 1,007.00	11/08/2024	11/08/2024	10/29/2024	10/29/2024			20-Concrete Materials class A stone-Cutter &		



Vendor									
VEHIOU	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date Payment Date	Invoice Amoun
Fund 600 - Cumulative Cap Imprv(C	CIG)(S2379)								
Department 02 - Public Works									
Program 020000 - Main									
Account 52330 - Street									
334 - Irving Materials, INC	11487132	20-Concrete Materials class A stone-Allendale & Bainbridge	Paid by EFT # 62251		10/29/2024	10/29/2024	11/08/2024	11/08/2024	944.0
334 - Irving Materials, INC	11490449	20-Concrete Materials Class A stone-3621 S. Bainbridge	Paid by EFT # 62251		10/29/2024	10/29/2024	11/08/2024	11/08/2024	1,175.0
334 - Irving Materials, INC	11490450	20-Concrete Materials A-C Stone-2302 Wimbleton Rd	Paid by EFT # 62251		10/29/2024	10/29/2024	11/08/2024	11/08/2024	2,282.5
334 - Irving Materials, INC	11493069	20-Concrete Materials Class A Stone-3776 S Bainbridge	Paid by EFT # 62251		10/29/2024	10/29/2024	11/08/2024	11/08/2024	1,329.00
		Ac	count 52330 -	Street , Alley, a	and Sewer Ma	iterial Totals	Invo	oice Transactions 5	\$6,737.50
				Prog	gram 020000 -	Main Totals	Invo	oice Transactions 5	\$6,737.5
					t 02 - Public \		Invo	oice Transactions 5	\$6,737.5
			Fund 600 - Cu	mulative Cap I	mprv(CIG)(S	2379) Totals	Invo	oice Transactions 5	\$6,737.50
Fund 601 - Cumulative Capital Devl Department 02 - Public Works Program 020000 - Main	p(S2391)								
_									
Account 52330 - Street									
Account 52330 - Street 5149 - E&B Paving, INC	30059247	20-Asphalt for patching Dunn Street 08/12/24	62204		10/29/2024	10/29/2024	11/08/2024	, ,	
Account 52330 - Street 5149 - E&B Paving, INC 5149 - E&B Paving, INC	30059247 30059766	20-Asphalt for patching Dunn Street 08/12/24 20-Asphalt for patching City Hall 08/29/24	62204 Paid by EFT # 62204		10/29/2024	10/29/2024	11/08/2024	11/08/2024	65.4
Account 52330 - Street 5149 - E&B Paving, INC 5149 - E&B Paving, INC	30059247	20-Asphalt for patching Dunn Street 08/12/24 20-Asphalt for patching	62204 Paid by EFT #		. ,		11/08/2024	11/08/2024	65.4
Account 52330 - Street 5149 - E&B Paving, INC 5149 - E&B Paving, INC 5149 - E&B Paving, INC	30059247 30059766	20-Asphalt for patching Dunn Street 08/12/24 20-Asphalt for patching City Hall 08/29/24 20-Credit-Asphalt Millings- Buttonwood/Roundhill/ Cottonwood 20-Asphalt for Paving Hunter's Glen &	62204 Paid by EFT # 62204 Paid by EFT #		10/29/2024	10/29/2024	11/08/2024 11/08/2024	11/08/2024 11/08/2024	65.45 (875.46
Account 52330 - Street 5149 - E&B Paving, INC	30059247 30059766 30060306	20-Asphalt for patching Dunn Street 08/12/24 20-Asphalt for patching City Hall 08/29/24 20-Credit-Asphalt Millings- Buttonwood/Roundhill/ Cottonwood 20-Asphalt for Paving Hunter's Glen & Spicewood Ct 09/19/24 20-Asphalt for Paving Round Hill & Deepwell	62204 Paid by EFT # 62204 Paid by EFT # 62204		10/29/2024 10/29/2024	10/29/2024	11/08/2024 11/08/2024	11/08/2024 11/08/2024 11/08/2024	65.49 (875.46 11,359.19
_	30059247 30059766 30060306 30060318	20-Asphalt for patching Dunn Street 08/12/24 20-Asphalt for patching City Hall 08/29/24 20-Credit-Asphalt Millings- Buttonwood/Roundhill/ Cottonwood 20-Asphalt for Paving Hunter's Glen & Spicewood Ct 09/19/24 20-Asphalt for Paving	62204 Paid by EFT # 62204 Paid by EFT # 62204 Paid by EFT # 62204		10/29/2024 10/29/2024 10/29/2024	10/29/2024 10/29/2024 10/29/2024	11/08/2024 11/08/2024 11/08/2024	11/08/2024 11/08/2024 11/08/2024 11/08/2024	184.45 65.45 (875.46 11,359.15 11,921.42



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 601 - Cumulative Capital Devlp(S	2391)							'		
Department 02 - Public Works										
Program 020000 - Main										
Account 52330 - Street, A	lley, and Sewer	r Material								
19278 - Milestone Contractors, LP	173041	20-Asphalt for patching 08/22/24	62277		10/29/2024	10/29/2024			11/08/2024	236.21
			ccount 52330 -	Street , Alley,	and Sewer Ma	aterial Totals	Inv	oice Transactions	8	\$45,083.11
Account 53990 - Other Ser										
467 - Groomer Construction, INC	202126	20-SW Assistance Repairs-3401 S. Ashwood Dr-50' 4' SW	Paid by EFT # 62225		10/29/2024	10/29/2024			11/08/2024	1,900.00
			Account 53	3990 - Other Se				oice Transactions	=	\$1,900.00
					gram 020000			oice Transactions	-	\$46,983.11
				Departme	nt 02 - Public	Works Totals	Inv	oice Transactions	9	\$46,983.11
Department 07 - Engineering Program 070000 - Main										
Account 54310 - Improver		_								
3444 - Rundell Ernstberger Associates, INC	2023-1713-13	07-On-Call Engineering Services, through 08/31/24	Paid by EFT # 62318		10/29/2024	10/29/2024	11/08/2024	1	11/08/2024	2,867.50
		Acco	ount 54310 - I i	mprovements (Other Than Bu	uilding Totals	Inv	oice Transactions	1	\$2,867.50
					gram 070000			oice Transactions		\$2,867.50
					ent 07 - Engin		Inv	oice Transactions	1	\$2,867.50
			Fund 601 -	Cumulative Ca	apital Devlp(S	2391) Totals	Inv	oice Transactions	10	\$49,850.61
Fund 730 - Solid Waste (S6401) Department 16 - Sanitation Program 160000 - Main Account 52420 - Other Su	pplies									
4574 - John Deere Financial f.s.b. (Rural King)	238233	16- 38 - 40 lb bags of oil dry	Paid by Check # 79291		10/29/2024	10/29/2024	11/08/2024	1	11/08/2024	303.62
1743 - The Home City Ice Company	7331241842	16-ice for employees- 123 7lb bags-10/21/24	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	1	11/08/2024	347.10
		125 716 bags 10/21/21	02330	Account 524	20 - Other Su	pplies Totals	Inv	oice Transactions	2	\$650.72
Account 53140 - Extermina	ator Services									,
51538 - Economy Termite & Pest Control, INC	63617	16-bi-monthly exterminator services-	Paid by EFT # 62206		10/29/2024	10/29/2024	11/08/2024	1	11/08/2024	125.00
		10/14/24	Acco	unt 53140 - Ex	terminator Se	ervices Totals	Inv	oice Transactions	1	\$125.00



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date Payment Date	Invoice Amount
Fund 730 - Solid Waste (S6401)									
Department 16 - Sanitation									
Program 160000 - Main									
Account 53210 - Telephon	e								
13969 - AT&T Mobility II, LLC		06-cell phone chgs	Paid by Check		10/30/2024	10/30/2024	10/30/2024	10/30/2024	419.36
	024	09/12-10/11/24-Inv.	# 79262						
		287297421132X101920 24							
		27		Account	53210 - Telei	nhone Totals	Invo	ice Transactions 1	\$419.36
Account 53510 - Electrical	Services			7.000411			21100	Transactions 1	ψ113130
223 - Duke Energy	19-10.23.24-	19-Fac Summary Elec	Paid by Check		10/30/2024	10/30/2024	10/30/2024	10/30/2024	22.07
	FAC	Billing-08/29/24-	# 79268					==,==,===	
		10/01/2024							
			Д	ccount 53510	- Electrical Se	rvices Totals	Invo	oice Transactions 1	\$22.07
Account 53920 - Laundry a	and Other Sanita	tion Services							
19171 - Vestis Group, INC (FKA Aramark)	4080150979	16-Mat Services -	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	29.68
		10/16/2024	62350						
19171 - Vestis Group, INC (FKA Aramark)	4080150978	16-uniform rental (minus payroll ded)-	Paid by EFT # 62350		10/29/2024	10/29/2024	11/08/2024	11/08/2024	6.48
		10/16/2024	02350						
			53920 - Laund	dry and Other	Sanitation Se	rvices Totals	Invo	oice Transactions 2	\$36.16
Account 53950 - Landfill		7.0000110		,					400.20
52226 - Hoosier Transfer Station-3140	3140-	16-trash disposal fee-	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	15,544.07
5223	000023586	10/1-10/15/24	62237		10, 10, 101	10, 10, 101.	11,00,101	22,00,202	20,0
52226 - Hoosier Transfer Station-3140	3140-	16-recycling fees-10/01	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	923.20
	000023590	-10/15/2024	62237						
					unt 53950 - L a			pice Transactions 2	\$16,467.27
					gram 160000 -			pice Transactions 9	\$17,720.58
				'	ment 16 - Sani			pice Transactions 9	\$17,720.58
				Fund 730 - S	Solid Waste (S	6401) Totals	Invo	pice Transactions 9	\$17,720.58
Fund 800 - Risk Management(S0203)									
Department 10 - Legal									
Program 100000 - Main									
Account 53130 - Medical	DUVC CDL 2024	10	Data by EET "		10/20/2024	10/20/2024	11/00/2024	11/00/2224	100.00
9514 - Cade Bengtson	PHYS CDL-2024	10-reimburse CDL	Paid by EFT # 62163		10/29/2024	10/29/2024	11/08/2024	11/08/2024	100.00
9507 - Dylan Chandler	PHYS CDI -2024	physical-10/1/24 10-reimburse CDL	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	100.00
5507 Dylair Chanalel	11113 CDL-2027	physical-9/6/24	62189		10/23/2027	10/23/2024	11/00/2027	11/00/2024	100.00
		p, 51601 5/ 6/ E 1	0_100						



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 800 - Risk Management(S0203)										
Department 10 - Legal										
Program 100000 - Main Account 53130 - Medical										
8415 - Chad Nichols	DHAC CDI "3034	10-reimburse CDL	Paid by EFT #		10/29/2024	10/29/2024	11/09/2024	i	11/08/2024	100.00
OTIS - Chad Michols	FIII3 CDL-202 1	physical-10/4/24	62286		10/23/2024	10/23/2024	11/00/2027	r	11/00/2024	100.00
		p.,, o. oa. 10, ., = .	00	Acco	unt 53130 - M	ledical Totals	Inv	oice Transactions	3	\$300.00
Account 53410 - Liability /	Casualty Premi	ums								
4150 - Alexander's LLC	130408	10-Tort Claim	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	1	11/08/2024	796.09
		Payment-Jonathan	62144							
		Turner RV Repairs- #130408								
		#150100	Account 534 :	LO - Liability /	Casualty Pre	miums Totals	Inv	oice Transactions	1	\$796.09
					gram 100000		Inv	oice Transactions	4	\$1,096.09
				D	epartment 10 -	Legal Totals	Inv	oice Transactions	4	\$1,096.09
			Fun	d 800 - Risk M	lanagement(S	0203) Totals	Inv	oice Transactions	4	\$1,096.09
Fund 801 - Health Insurance Trust										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990 - Other Ser 9037 - Everside Health, LLC	INV39569	es 12- Everside Health	Paid by EFT #		10/29/2024	10/29/2024	11/00/2024	1	11/08/2024	30,612.91
9037 - Everside Health, ELC	111739309	Membership-9/30/24	62210		10/29/2024	10/29/2024	11/00/2024	T	11/00/2024	30,012.91
		1 1cm beromp 3/30/21		990 - Other S	ervices and Ch	narges Totals	Inv	oice Transactions	1	\$30,612.91
Account 53990.1201 - Oth	er Services and	Charges Health Insura	nce			_				
9375 - WEX Health INC (Chard, Snyder &	308	12- September 2024	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	1	11/08/2024	1,444.05
Associates)		Monthly Administration	62359							
9375 - WEX Health INC (Chard, Snyder &	103124HSA	Fees 12-HSA Employer	Edit		10/31/2024	10/31/2024	10/31/2024	1		366.94
Associates)	10312+113A	Contributions - Hunter,	Luit		10/31/2024	10/31/2024	10/31/2027	ı		300.54
,		Shyanne								
		Account 53990.1201	- Other Service					oice Transactions	_	\$1,810.99
					gram 120000			oice Transactions		\$32,423.90
				Department 12				oice Transactions	-	\$32,423.90
			ı	Fund 801 - He a	aith Insurance	e irust iotals	Inv	oice Transactions	3	\$32,423.90



Vendor Ir Fund 802 - Fleet Maintenance(S9500)	nvoice No.	Invoice Description	Status	Held Reason	Invoice Date	Duo Dato	C/I D-t-		
Fund 802 - Fleet Maintenance(S9500)			Status	Helu Reason	Invoice Date	Due Date	G/L Date	Received Date Payment Date	Invoice Amount
Department 17 - Fleet Maintenance									
Program 170000 - Main	M - t C ! .								
Account 52230 - Garage and N	мотог Suppне 60149082		Daid by EET #		10/20/2024	10/20/2024	11/09/2024	11/09/2024	60.00
50605 - Bauer Built, INC 36	00149082	17 - disposal fee for 12 light truck tires- 10/18/24	Paid by EFT # 62159		10/29/2024	10/29/2024	11/08/2024	11/08/2024	60.00
50605 - Bauer Built, INC 36	60148901	17 - Disposal fee for 17 light truck tires	Paid by EFT # 62159		10/29/2024	10/29/2024	11/08/2024	11/08/2024	85.00
50605 - Bauer Built, INC 36	60148825	17 - tires for stock and scrap tire disposal - 10/11/24			10/29/2024	10/29/2024	11/08/2024	11/08/2024	3,423.46
50605 - Bauer Built, INC 36	60148346	17 - tires for stock - 9/24/24	Paid by EFT # 62159		10/29/2024	10/29/2024	11/08/2024	11/08/2024	4,465.09
50605 - Bauer Built, INC 36	60149023	17 - tires for stock - 10/18/24	Paid by EFT # 62159		10/29/2024	10/29/2024	11/08/2024	11/08/2024	4,915.65
4693 - Monroe County Tire & Supply, INC 0.	74299	17 - 2- Budd steel wheels for 396	Paid by EFT # 62281		10/29/2024	10/29/2024	11/08/2024	11/08/2024	900.00
4693 - Monroe County Tire & Supply, INC 03	74317	17 - 2 - Yokohama Geo A/T Owl tires for 574			10/29/2024	10/29/2024	11/08/2024	11/08/2024	410.50
		TY TOWN CITED FOR 57 T		230 - Garage	and Motor Su	pplies Totals	Invo	ice Transactions 7	\$14,259.70
Account 52240 - Fuel and Oil									
177 - Indiana Oxygen Company, INC 10	.0501854	17 - propane-10/18/24	Paid by EFT # 62244		10/29/2024	10/29/2024	11/08/2024	11/08/2024	75.59
7854 - Premier AG CO-OP, INC (Premier 30 Energy)	80507	17-fuel-87 regular (7,973 gallons)-Adams- 10/9/24	Paid by EFT # 62304		10/29/2024	10/29/2024	11/08/2024	11/08/2024	26,892.13
7854 - Premier AG CO-OP, INC (Premier 30 Energy)	30508	17-fuel-B20 PDX4 Clear on Road (7,279 gallons)-Adams- 10/10/24	Paid by EFT # 62304		10/29/2024	10/29/2024	11/08/2024	11/08/2024	23,129.02
7854 - Premier AG CO-OP, INC (Premier 30 Energy)	30532	17-fuel-B20 PDX4 Clear on Road (7,279 gallons)- Henderson10/14/24	Paid by EFT # 62304		10/29/2024	10/29/2024	11/08/2024	11/08/2024	22,498.66
362 - Schaeffer Manufacturing Company Cl	CEM2116	17 - Synthetic oil (QW- 20 & SW-30)	Paid by EFT # 62322		10/29/2024	10/29/2024	11/08/2024	11/08/2024	3,568.40
9072 - Sunoco LP (Sunoco, LLC) 4:	1057872	17 - unleaded Fuel (7,746 gallons)- 10/14/2024	Paid by EFT # 62333		10/29/2024	10/29/2024	11/08/2024	11/08/2024	24,014.10
9353 - Yoder Oil, INC	NV-360211	17 - Handi clean for shop- 2 case gallons	Paid by EFT # 62367		10/29/2024	10/29/2024	11/08/2024	11/08/2024	202.37
9353 - Yoder Oil, INC	NV-363562	17 - stock hyd oil and 5W20 oil bulk	Paid by EFT # 62367		10/29/2024	10/29/2024	11/08/2024	11/08/2024	3,132.85
				Account 5	52240 - Fuel a	nd Oil Totals	Invo	sice Transactions 8	\$103,513.12



Vendor (COECO)	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date Payment Date	Invoice Amount
Fund 802 - Fleet Maintenance(S9500)									
Department 17 - Fleet Maintenance									
Program 170000 - Main									
Account 52320 - Motor Veh	•								
4150 - Alexander's LLC	3024052	17 - 634 ramp door bumper	Paid by EFT # 62144		10/29/2024	10/29/2024	11/08/2024	11/08/2024	9.00
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1YR7-C3PH- KP39	17 - Valve for shop	Paid by EFT # 62145		10/29/2024	10/29/2024	11/08/2024	11/08/2024	40.00
8541 - Amazon.com Sales, INC	1LPQ-WNMD-	17 - Shaft & motor for	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	358.00
(Amazon.com Services LLC)	3RFY	452	62145		10/29/2024	10/23/2027	11/00/2024	11/00/2024	330.00
244 - Bloomington Ford, INC	5084865	17 - Side air bag sensor for 921	Paid by EFT # 62168		10/29/2024	10/29/2024	11/08/2024	11/08/2024	29.20
244 - Bloomington Ford, INC	5084876	17 - Valve cover gasket for 876			10/29/2024	10/29/2024	11/08/2024	11/08/2024	37.88
244 - Bloomington Ford, INC	5084893	17 - oil level indicator tube for 876	Paid by EFT # 62168		10/29/2024	10/29/2024	11/08/2024	11/08/2024	44.25
244 - Bloomington Ford, INC	5084789	17 - Purge Valve	Paid by EFT # 62168		10/29/2024	10/29/2024	11/08/2024	11/08/2024	48.27
244 - Bloomington Ford, INC	5084835	assembly for P130 17 - Rear Glass	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	52.30
244 - Bloomington Ford, INC	5084834	Assembly for 921 17 - Seat belt assembly			10/29/2024	10/29/2024	11/08/2024	11/08/2024	58.48
244 - Bloomington Ford, INC	5084895	for 921 17 - Separator	62168 Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	100.13
244 - Bloomington Ford, INC	5084880	Assembly for Inventory 17 - Crankcase filter &	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	102.57
244 - Bloomington Ford, INC	5084894	nut for 876 17 - jumper wire	62168 Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	114.00
244 - Bloomington Ford, INC	5084845	assembly for 921 17-#530 Heater water tube & connection, T- connector,pump	62168 Paid by EFT # 62168		10/29/2024	10/29/2024	11/08/2024	11/08/2024	346.11
244 - Bloomington Ford, INC	5084870	assembe 17 - upper & lower insulators for 876	Paid by EFT # 62168		10/29/2024	10/29/2024	11/08/2024	11/08/2024	379.42
5792 - Clark Truck Equipment Co., INC	S1282	17 - hydraulic moter & weldment hub for 439	Paid by EFT # 62190		10/29/2024	10/29/2024	11/08/2024	11/08/2024	578.00
4992 - Fleetpride, INC	120678081	17 - reman purge valve & purge valve core			10/29/2024	10/29/2024	11/08/2024	11/08/2024	145.29
455 - Industrial Service & Supply, INC	83881	charge 17 - ORB Solid Male, ORB Swivel Male 90	Paid by EFT # 62246		10/29/2024	10/29/2024	11/08/2024	11/08/2024	93.14
796 - Interstate Battery System of Bloomington, INC	1194380	deg, Steel Ferrule, 17 - M-24 battery for pressure washer	Paid by EFT # 62249		10/29/2024	10/29/2024	11/08/2024	11/08/2024	109.00



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date Payment Date	Invoice Amount
Fund 802 - Fleet Maintenance(S9500)									
Department 17 - Fleet Maintenance									
Program 170000 - Main									
Account 52320 - Motor Ve	hicle Repair								
796 - Interstate Battery System of	1154369	17 - MTP-48/H6	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	122.36
Bloomington, INC		battery for City	62249						
706 Interstate Pattery System of	989801307	vehicle#582 17 - MTP-65HD battery	Daid by EET #		10/29/2024	10/20/2024	11/08/2024	11/08/2024	122.36
796 - Interstate Battery System of Bloomington, INC	909001307	for shop	Paid by EFT # 62249		10/29/2024	10/29/2024	11/00/2024	11/06/2024	122.30
11672 - Jack Doheny Companies, INC	244641	17 - Push-lok tee	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	53.58
11072 Sack Botterly companies, 1110	211011	connector, 50deg	62255		10,23,202	10, 23, 202 1	11,00,2021	11,00,2021	33.30
		nozzle for 467							
908 - JB Salvage (Westside Auto Parts)	47252	17 - SQ tube & flat bar			10/29/2024	10/29/2024	11/08/2024	11/08/2024	49.50
		for 441	62256						
4439 - JX Enterprises, INC	27394939P	17 - washer bottle	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	91.99
		pump w/grommet for 442	62258						
4439 - JX Enterprises, INC	27393733P	17 - Battery disconnect	Paid by FFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	189.99
1135 3A Enterprises, INC	273337331	switch for 4531	62258		10/23/2021	10/23/2021	11/00/2021	11,00,2021	103.33
4439 - JX Enterprises, INC	27393945P	17 - alternator & v	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	813.04
• •		ribbed belt for 4531	62258					• •	
4439 - JX Enterprises, INC	27369739P		,		10/29/2024	10/29/2024	11/08/2024	11/08/2024	(95.99)
		Exhaust Clamp-Inv	62258						
4420 77 5 1 1 100	272044240	#27366659P	D : 11 FFT #		10/20/2024	10/20/2024	11/00/2024	11/00/2024	(665.27)
4439 - JX Enterprises, INC	27394134P	17-CR-core water pump (27392759P),	Paid by EFT # 62258		10/29/2024	10/29/2024	11/08/2024	11/08/2024	(665.37)
		reman steering gear-	02236						
		27378057P							
3759 - MC Equipment, LLC (W.A. Jones	22690	17 - #4831 plate & cap	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	35.48
Truck Bodies)		screw	62271						
3759 - MC Equipment, LLC (W.A. Jones	22873	17 - #4831 Cylinder	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	355.19
Truck Bodies)		.= "	62271						
3759 - MC Equipment, LLC (W.A. Jones	23467	17 - #4831 main boom			10/29/2024	10/29/2024	11/08/2024	11/08/2024	2,203.35
Truck Bodies) 53385 - O'Reilly Automotive Stores, INC	1903-470612	motor 17 - 1 gal of Car Wash	62271		10/29/2024	10/29/2024	11/08/2024	11/08/2024	6.99
55565 - O Relliy Automotive Stores, INC	1903-470012	17 - 1 gai Oi Cai Wasii	# 79296		10/29/2024	10/29/2024	11/00/2024	11/06/2024	0.99
53385 - O'Reilly Automotive Stores, INC	1903-473191	17 - 2 - Headlamp adj	Paid by Check		10/29/2024	10/29/2024	11/08/2024	11/08/2024	13.42
,,		for 659	# 79296		,,	,,	,,	, ,	
53385 - O'Reilly Automotive Stores, INC	1903-471561	17 - Air filter for 806	Paid by Check		10/29/2024	10/29/2024	11/08/2024	11/08/2024	13.67
			# 79296						
53385 - O'Reilly Automotive Stores, INC	1903-471972	17 - blower motor	Paid by Check		10/29/2024	10/29/2024	11/08/2024	11/08/2024	13.89
		resistor for 819	# 79296						
53385 - O'Reilly Automotive Stores, INC	1903-470239	17 - Wire hose for 956			10/29/2024	10/29/2024	11/08/2024	11/08/2024	29.33
53385 - O'Reilly Automotive Stores, INC	1903-472180	17 - 2 megacrimps for	# 79296 Paid by Check		10/29/2024	10/20/2024	11/08/2024	11/08/2024	34.76
33303 - O Reliiy Automotive Stoles, INC	1303-4/2100	inventory	# 79296		10/23/2024	10/23/2024	11/00/2024	11/00/2024	J 1 ./0
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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date Payment Date	Invoice Amount
Fund 802 - Fleet Maintenance(S9500)									
Department 17 - Fleet Maintenance									
Program 170000 - Main									
Account 52320 - Motor Veh									
53385 - O'Reilly Automotive Stores, INC	1903-470396	17 - air filters and oil filters for 549	Paid by Check # 79296		10/29/2024	10/29/2024	11/08/2024	11/08/2024	49.91
53385 - O'Reilly Automotive Stores, INC	1903-472148	17 - (2) Megacrimps for 676	Paid by Check # 79296		10/29/2024	10/29/2024	11/08/2024	11/08/2024	52.09
53385 - O'Reilly Automotive Stores, INC	1903-473293	17 - pro torch & Mag torch propane fuel cylinder	Paid by Check # 79296		10/29/2024	10/29/2024	11/08/2024	11/08/2024	62.98
53385 - O'Reilly Automotive Stores, INC	1903-472250	17 - Battery cut off switch for inventory	Paid by Check # 79296		10/29/2024	10/29/2024	11/08/2024	11/08/2024	71.39
53385 - O'Reilly Automotive Stores, INC	1903-472002	17 - Battery disconnect switch for 442			10/29/2024	10/29/2024	11/08/2024	11/08/2024	71.39
53385 - O'Reilly Automotive Stores, INC	1903-473128	17 - Headlight retaining ring for 659			10/29/2024	10/29/2024	11/08/2024	11/08/2024	72.74
53385 - O'Reilly Automotive Stores, INC	1903-472219	17 - (3) Circuit breaker for 442 and inventory			10/29/2024	10/29/2024	11/08/2024	11/08/2024	89.22
53385 - O'Reilly Automotive Stores, INC	1903-470644	17 - 2 tie rods for P137	Paid by Check		10/29/2024	10/29/2024	11/08/2024	11/08/2024	106.04
53385 - O'Reilly Automotive Stores, INC	1903-473335	17 - Battery & core	# 79296 Paid by Check		10/29/2024	10/29/2024	11/08/2024	11/08/2024	115.23
53385 - O'Reilly Automotive Stores, INC	1903-471756	charge for shop 17 - 4 - megacrimps for			10/29/2024	10/29/2024	11/08/2024	11/08/2024	124.36
53385 - O'Reilly Automotive Stores, INC	1903-470620	inventory 17 - new CV shift for	# 79296 Paid by Check		10/29/2024	10/29/2024	11/08/2024	11/08/2024	129.81
53385 - O'Reilly Automotive Stores, INC	1903-472050	P137 17 - Radiator for 574	# 79296 Paid by Check		10/29/2024	10/29/2024	11/08/2024	11/08/2024	208.00
53385 - O'Reilly Automotive Stores, INC	1903-471687		# 79296 Paid by Check		10/29/2024	10/29/2024	11/08/2024	11/08/2024	254.00
53385 - O'Reilly Automotive Stores, INC	1903-472151	574 17 - Bearing & Hub	# 79296 Paid by Check		10/29/2024	10/29/2024	11/08/2024	11/08/2024	296.32
53385 - O'Reilly Automotive Stores, INC	1903-470331	assembly for 921 (2) 17 - Refund on wrong	# 79296 Paid by Check		10/29/2024	10/29/2024	11/08/2024	11/08/2024	(17.67)
		Gasket for 939 (Inv 1903-468874)	# 79296						
53385 - O'Reilly Automotive Stores, INC	1903-468754	17 - refund on wrong air filter for 679 (Inv 1903-468505)	Paid by Check # 79296		10/29/2024	10/29/2024	11/08/2024	11/08/2024	(19.61)
53385 - O'Reilly Automotive Stores, INC	1903-470780	17 - (5) Megacrimps for inventory	Paid by Check # 79296		10/29/2024	10/29/2024	11/08/2024	11/08/2024	96.87
1571 - Poynter Sheet Metal, INC	41647-F	17 - #680 fuel tank	Paid by EFT # 62302		10/29/2024	10/29/2024	11/08/2024	11/08/2024	1,850.00
54351 - Sternberg, INC	984797	17 - hex nut for 428	Paid by EFT # 62332		10/29/2024	10/29/2024	11/08/2024	11/08/2024	9.64



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Fund 802 - Fleet Maintenance(\$9500)									
Department 17 - Fleet Maintenance									
Program 170000 - Main	histo Dansin								
Account 52320 - Motor Ve	984694	17 - fan belt for 428	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/09/2024	53.96
54351 - Sternberg, INC	304034	17 - Idii Delt 101 420	62332		10/29/2024	10/29/2024	11/00/2024	11/08/2024	55.90
54351 - Sternberg, INC	984470	17 - Air break pressure			10/29/2024	10/29/2024	11/08/2024	11/08/2024	58.09
		switch	62332						
54351 - Sternberg, INC	984793	17 - 90 deg elbow &	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	82.16
54351 - Sternberg, INC	984899	pressure valve for 428 17 - battery clamp for	62332 Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	105.53
5 1551 Sternberg, INC	30 1033	441	62332		10/25/2021	10/23/2021	11,00,2021	11,00,2021	103.33
54351 - Sternberg, INC	984783	17 - pressure valve, 2 -			10/29/2024	10/29/2024	11/08/2024	11/08/2024	111.62
		90degree elbows &	62332						
54351 - Sternberg, INC	984805	pressure valve for 428 17 - water pump kit for	Paid by FFT #		10/29/2024	10/20/2024	11/08/2024	11/08/2024	341.64
54551 - Sternberg, INC	307003	428	62332		10/23/2024	10/23/2024	11/00/2024	11/00/2024	341.04
54351 - Sternberg, INC	984879	17 - Battery clamp,	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	1,185.56
		tray, brackets and latch	62332						
E42E1 Ctomborg INC	984696	for 441 17 - air tanks for 428	Paid by EFT #		10/29/2024	10/20/2024	11/00/2024	11/09/2024	1 244 71
54351 - Sternberg, INC	904090	17 - dii tdiiks 101 426	62332		10/29/2024	10/29/2024	11/08/2024	11/08/2024	1,344.71
54351 - Sternberg, INC	984634	17-Air tank assembly,	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	1,405.42
		(2) tank mounting	62332						
F222 Tatal Twisk Parts INC	200462	cable, seatbelt gear as	Daid by CCT #		10/20/2024	10/20/2024	11/00/2024	11/00/2024	2 007 50
5333 - Total Truck Parts, INC	260462	17 - #680 fuel tank	Paid by EFT # 62344		10/29/2024	10/29/2024	11/08/2024	11/08/2024	2,007.50
5333 - Total Truck Parts, INC	265835	17-credit-Fuel tank	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	(1,807.50)
		returned (minus	62344		-, -,	-, -, -	,, -	,, -	() /
	5076070	shipping) Inv #260462	D : ! !		10/20/2021	10/00/0004	11/00/0001	11/00/0004	65.07
582 - Town & Country Chrysler Dodge Jeep, INC	5076373	17 - socket	Paid by EFT # 62345		10/29/2024	10/29/2024	11/08/2024	11/08/2024	65.37
582 - Town & Country Chrysler Dodge	5076542	17 - Air pressure	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	110.32
Jeep, INC		sensor for 1237	62345		,,	,,	,,	,,	
582 - Town & Country Chrysler Dodge	5076618	17 - socket returned	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	(52.30)
Jeep, INC		minus restocking fee	62345						
622 - Truck Country of Indiana, INC	¥301895405∙01	(Inv 5076373) 17 - Probe for 779	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	35.75
(Stoops Freightliner	A301033 103.01	17 11000 101 775	62346		10/25/2021	10/23/2021	11,00,2021	11,00,2021	33.73
622 - Truck Country of Indiana, INC	X301895736:01	17 - Radiator Shroud	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	139.98
(Stoops Freightliner	DEC100	assembly for 779	62346		10/20/2021	10/00/0004	11/00/0001	11/00/0004	420.04
2096 - West Side Tractor Sales CO.	B56199	17 - Filter elements, oil filter & air filter for 605			10/29/2024	10/29/2024	11/08/2024	11/08/2024	429.91
8183 - XL Parts LLC (XL Parts/Dealer	0603NU5292	17 - 3 Oil filters for	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	24.36
Service Warehouse)		inventory	62366		,, '	-,, '	,, 1	,, :	50
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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 802 - Fleet Maintenance(S9500)										
Department 17 - Fleet Maintenance										
Program 170000 - Main	i-l- Di-									
Account 52320 - Motor Veh		17 substantanianian	Daid by CCT #		10/20/2024	10/20/2024	11/00/2024		11/00/2024	27.05
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NU5508	17 - auto transmission pan gasket for 921	Paid by EFT # 62366		10/29/2024	10/29/2024	11/08/2024		11/08/2024	27.95
8183 - XL Parts LLC (XL Parts/Dealer	0603NU5398	17 - can. vapor valve	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	34.52
Service Warehouse)		for Inventory	62366							
8183 - XL Parts LLC (XL Parts/Dealer	0603NU5679	17 - Hego sensor for	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	80.72
Service Warehouse)	06021115275	124	62366		10/20/2024	10/20/2024	11/00/2024		11/00/2024	07.44
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NU5375	17 - 12 Oil filters for inventory	Paid by EFT # 62366		10/29/2024	10/29/2024	11/08/2024		11/08/2024	97.44
8183 - XL Parts LLC (XL Parts/Dealer	0603NU5654	17 - tensioner &	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	147.24
Service Warehouse)		serpentine belt for 134			10, 10, 101	10, 10, 101 :	11,00,101		,, :	
•		·	Acco	ount 52320 - M o	otor Vehicle R	Repair Totals	Inve	oice Transactions	78	\$15,685.24
Account 52420 - Other Sup										
8181 - Lawson Products, INC	9311920543	17 - cable ties,	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	823.52
		thermapods, battery cable lug, screw	62264							
		connectors								
6216 - Terminal Supply, INC	65984-00	17 - (3) led mini-bar,	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	564.80
		relay w/resistant, fuses	62337 [°]							
		(15, 20, 25 amp)								
				Account 524 2	20 - Other Su	pplies Totals	Invo	oice Transactions	2	\$1,388.32
Account 53130 - Medical	00163460 00	17 DC DOT F Daniel F	Deid by CCT #		10/20/2024	10/20/2024	11/00/2024		11/00/2024	F0 00
231 - IU Health OCC Health Services	00162469-00	17-DS DOT 5 Panel E Screen-J. Smith-	Paid by EFT # 62252		10/29/2024	10/29/2024	11/08/2024		11/08/2024	50.00
		10/2/24	02232							
		,-,-		Accou	nt 53130 - M	edical Totals	Invo	oice Transactions	1	\$50.00
Account 53140 - Extermina	tor Services									
51538 - Economy Termite & Pest Control,	63634	17-monthly pest	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	95.00
INC		control -10/15/24	62206	. =====================================						+05.00
			Accou	ınt 53140 - Ext	erminator Se	rvices Lotals	Invo	oice Transactions	1	\$95.00
Account 53510 - Electrical \$	19-10.23.24-	10 Fac Cumman, Floc	Paid by Check		10/20/2024	10/20/2024	10/20/2024		10/20/2024	24 55
223 - Duke Energy	19-10.23.24- FAC	19-Fac Summary Elec Billing-08/29/24-	# 79268		10/30/2024	10/30/2024	10/30/2024		10/30/2024	24.55
	TAC	10/01/2024	# 73200							
		,,	Δ	ccount 53510 -	Electrical Se	rvices Totals	Invo	oice Transactions	1	\$24.55
Account 53620 - Motor Rep	airs									
4336 - American Eagle Auto Glass of Terre	TH0122497	17 - #669 passenger	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	150.00
Haute, INC		side door glass	62146							
•		replacement								
244 - Bloomington Ford INC	6221016	17 - #550 oil change	Daid by EET #		10/20/2024	10/20/2024	11/09/2024		11/00/2024	177 05
244 - Bloomington Ford, INC	6231816	17 - #559 oil change parts and service	Paid by EFT # 62168		10/29/2024	10/29/2024	11/08/2024		11/08/2024	127.85



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date Payment Date	Invoice Amount
Fund 802 - Fleet Maintenance(S9500)									
Department 17 - Fleet Maintenance									
Program 170000 - Main									
Account 53620 - Motor Rep									
244 - Bloomington Ford, INC	6229499	17 - #1221 sensor replacement and preventative services	Paid by EFT # 62168		10/29/2024	10/29/2024	11/08/2024	11/08/2024	834.90
244 - Bloomington Ford, INC	6231587	17 - #1716 diagnostic work and replacement of module	Paid by EFT # 62168		10/29/2024	10/29/2024	11/08/2024	11/08/2024	941.73
54351 - Sternberg, INC	65814	17 - #603 INDOT transportation inspection	Paid by EFT # 62332		10/29/2024	10/29/2024	11/08/2024	11/08/2024	100.00
54351 - Sternberg, INC	65817	17 - #560 INDOT transport inspection	Paid by EFT # 62332		10/29/2024	10/29/2024	11/08/2024	11/08/2024	100.00
54351 - Sternberg, INC	65815	17 - #604 INDOT transportation inspection	Paid by EFT # 62332		10/29/2024	10/29/2024	11/08/2024	11/08/2024	107.00
54351 - Sternberg, INC	66029	17 - correct/align front axle for 637	Paid by EFT # 62332		10/29/2024	10/29/2024	11/08/2024	11/08/2024	150.00
54351 - Sternberg, INC	66044	17 - diagnose and maintenance service for 964	Paid by EFT # 62332		10/29/2024	10/29/2024	11/08/2024	11/08/2024	762.04
54351 - Sternberg, INC	66096	17 - #444 services for coolant loss	Paid by EFT # 62332		10/29/2024	10/29/2024	11/08/2024	11/08/2024	2,598.09
582 - Town & Country Chrysler Dodge Jeep, INC	6179469	17 - #557 preventative services preformed	Paid by EFT # 62345		10/29/2024	10/29/2024	11/08/2024	11/08/2024	132.79
6476 - Samuel D Wray (Wray Automotive)	12139	17 - alignment for P131	Paid by EFT # 62365		10/29/2024	10/29/2024	11/08/2024	11/08/2024	100.00
6476 - Samuel D Wray (Wray Automotive)	12361	17 - Alignment for 1125	Paid by EFT # 62365		10/29/2024	10/29/2024	11/08/2024	11/08/2024	100.00
6476 - Samuel D Wray (Wray Automotive)	12489	17 - Alignment for 137	Paid by EFT # 62365		10/29/2024	10/29/2024	11/08/2024	11/08/2024	100.00
				Account 53 0	620 - Motor Re	epairs Totals	Invo	ice Transactions 14	\$6,304.40
Account 53920 - Laundry a	nd Other Sanit	ation Services							
19171 - Vestis Group, INC (FKA Aramark)	4080150973	17 - City portion Of uniform rentals - 10/16/2024	Paid by EFT # 62350		10/29/2024	10/29/2024	11/08/2024	11/08/2024	27.41
19171 - Vestis Group, INC (FKA Aramark)	4080150974	17 - mat rentals and shop towels- 10/16/2024	Paid by EFT # 62350		10/29/2024	10/29/2024	11/08/2024	11/08/2024	93.34
			53920 - Laund	dry and Other	Sanitation Se	rvices Totals	Invo	ice Transactions 2	\$120.75



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Fund 802 - Fleet Maintenance(S9500)										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 53990 - Other Serv										
9241 - Gannett Media Corp (Gannett	0006632843	17-Public Notice for Gov Deals surplus	Paid by EFT # 62218	ŧ	10/29/2024	10/29/2024	11/08/2024	ŀ	11/08/2024	162.96
Indiana/Kentucky)		vehicle/equipment sale								
		volliolo, oquipmont outo		3990 - Other Se	ervices and Ch	arges Totals	Inv	oice Transactions	1	\$162.96
				Pro	gram 170000 ·	- Main Totals	Inv	oice Transactions	115	\$141,604.04
				Department 17	- Fleet Mainte	nance Totals	Inv	oice Transactions	115	\$141,604.04
			Fur	nd 802 - Fleet M	aintenance(S	9500) Totals	Inv	oice Transactions	115	\$141,604.04
Fund 804 - Insurance Voluntary Trust										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990.1271 - Othe			,	,	10/00/0001	10/00/0001	10/20/202		10/20/2024	224 40
9375 - WEX Health INC (Chard, Snyder & Associates)	102524daily	12-City URM	Paid by EFT # 62127	ŧ	10/28/2024	10/28/2024	10/28/2024	ŀ	10/28/2024	331.18
9375 - WEX Health INC (Chard, Snyder &	102824daily	12-City URM	Paid by EFT #	ŧ	10/29/2024	10/29/2024	10/29/2024	Į.	10/29/2024	13.00
Associates)	TOZOZ Tadiny	12 010, 014 1	62134		10,23,202	10,23,2021	10/23/202	•	10/25/2021	15.00
,	Acco	ount 53990.1271 - Oth	er Services an	d Charges Sect	ion 125 - URM	1- City Totals	Inv	oice Transactions	2	\$344.18
Account 53990.1272 - Othe	er Services and	Charges Section 125 ·	- DDC- City							
9375 - WEX Health INC (Chard, Snyder &	102824CheckR	e 12-City/Util DDC	Paid by EFT #	ŧ	10/28/2024	10/28/2024	10/28/2024	•	10/28/2024	192.31
Associates)	g 1020244-ili	10/28/24	62128	ı	10/20/2024	10/20/2024	10/20/202	i	10/20/2024	272.40
9375 - WEX Health INC (Chard, Snyder & Associates)	102924daily	12-City DDC	Paid by EFT # 62135	•	10/30/2024	10/30/2024	10/30/2024	•	10/30/2024	372.49
Associates)	Acc	ount 53990.1272 - Oth		d Charges Sect	ion 125 - DDC	C- City Totals	Inv	oice Transactions	2	\$564.80
Account 53990.1281 - Othe				3		,				,
9375 - WEX Health INC (Chard, Snyder &	102524CheckRe	e 12-Utli URM	Paid by EFT #	ŧ	10/28/2024	10/28/2024	10/28/2024	ŀ	10/28/2024	1,000.00
Associates)	g		62129							
		ount 53990.1281 - Oth		d Charges Sect	ion 125 - URN	1- Util Totals	Inv	oice Transactions	1	\$1,000.00
Account 53990.1282 - Othe		_		,	10/00/0001	10/00/0001	10/20/202		10/20/2024	0.40.00
9375 - WEX Health INC (Chard, Snyder &		e 12-City/Util DDC 10/28/24	Paid by EFT # 62128	ŧ	10/28/2024	10/28/2024	10/28/2024	ŀ	10/28/2024	840.00
Associates)	g Acc	ount 53990.1282 - Oth		nd Charges Sec	tion 125 - DD(C- Util Totals	Inv	oice Transactions	1	\$840.00
Account 53990.1283 - Othe				900 000		• • • • • • • • • • • • • • • • • • • •	2114	orce fransactions	-	φο 10100
9375 - WEX Health INC (Chard, Snyder &		12-HSA Employee	Edit		10/31/2024	10/31/2024	10/31/2024	ļ		25,782.99
Associates)		Contributions -			,,	,,	,,			
		11/01/24								
	Acc	ount 53990.1283 - Oth	er Services an	_	_			oice Transactions		\$25,782.99
					gram 120000 ·			oice Transactions		\$28,531.97
				Department 12	- Human Resc	ources Lotals	Inv	oice Transactions	/	\$28,531.97
			_	nd 804 - Insura			-	oice Transactions	-	\$28,531.97



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 987 - Econ Dev LIT Bonds of 2022		·					•	'		
Department 06 - Controller's Office										
Program 08FIR1 - Fire Station 1										
Account 54510 - Other Cap	ital Outlays									
595 - Weddle Bros Construction Co., INC	106949	06-Public Safety	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	1	11/08/2024	35,022.00
		Improvements, App 15								
1537 - Indiana Door & Hardware	6500AA	08-Replacement exit	Paid by Check		10/29/2024	10/29/2024	11/08/2024	1	11/08/2024	3,847.00
Specialties, INC		chassis/FS#1/material	# 79288							
6728 - Precision Quality Contracting, LLC	258	& labor 08-HydroVac	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	1	11/08/2024	14,417.50
0720 - Frecision Quality Contracting, LLC	230	Excavation/Intercept	62303		10/23/2027	10/23/2027	11/00/202-	т	11/00/2024	17,717.50
		conduit/Install EMT-	02000							
		FS#4								
			Acco	unt 54510 - O t	ther Capital O	utlays Totals	Inv	oice Transactions	3	\$53,286.50
				Program 08F	IR1 - Fire Sta	tion 1 Totals	Inv	oice Transactions	3	\$53,286.50
Program 08FIRA - Fire Shower's We	st									
Account 54510 - Other Cap	ital Outlays									
6378 - ANN-KRISS, LLC	72160-100924	08-balance for painting			10/29/2024	10/29/2024	11/08/2024	1	11/08/2024	2,476.21
0200 11 1 51 1: 11 11: COPP	14/4/2/4/4	for Shower West	62148		10/20/2024	10/20/2024	11/00/202	4	11/00/2024	4 605 45
9300 - Huston Electric Holding CORP (Cassady Electric)	W11244	08-Rough in electrical in new walls at	Paid by EFT # 62240		10/29/2024	10/29/2024	11/08/2022	+	11/08/2024	1,695.45
(Cassady Electric)		Showers West Fire	02240							
		Admin								
4443 - The Sherwin Williams Company	8328-9	08-Paint and Rags for	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	1	11/08/2024	63.93
, ,		Showers West	62339							
		common area matching								
4440 71 61 1 145111 6	0262.0	old	5 : 11 === "		10/20/2021	10/00/0001	44 (00 (000		11/00/0001	252.47
4443 - The Sherwin Williams Company	8263-8	08-Paint for Showers	Paid by EFT # 62339		10/29/2024	10/29/2024	11/08/2024	1	11/08/2024	253.47
4443 - The Sherwin Williams Company	6208-6	WestSilver Cloud 08-Paint for Showers	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	1	11/08/2024	97.88
4445 - The Sherwin Williams Company	0200-0	West-White Dove-roll	62339		10/23/2024	10/23/2024	11/00/202	т	11/00/2024	37.00
		off liner	02333							
4443 - The Sherwin Williams Company	5960-3	08-Paint for Showers	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	1	11/08/2024	1,633.02
• •		West-Old Navy/Lemon	62339							•
		Sorbet/Pigeon Gray						_	_	
				unt 54510 - O t				oice Transactions	-	\$6,219.96
				gram 08FIRA -				oice Transactions	-	\$6,219.96
				Department 06				oice Transactions	-	\$59,506.46
			Fund 9	987 - Econ Dev	/ LIT Bonds of			oice Transactions	-	\$59,506.46
						Grand Totals	Inv	oice Transactions	318	\$1,032,748.03

REGISTER OF CLAIMS Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/08/24	Claims				\$1,032,748.03
		ALLOWANCE O			\$1,032,748.03
We have examined the claims liclaims, and except for the claims total amount of Dated this day of	s not allowed as shown on the \$1,032,748.03	r of claims, consisting	g of	e 	
Kyla Cox Deckard, President	_	Elizabeth Kard	on, Vice President	_James Roa	nch, Secretary
I herby certify that each of the a accordance with IC 5-11-10-1.6.	* *	(s) is (are) true and c	orrect and I have audited s	ame in	
		Fiscal Office			