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. <u>OPENING OF SEALED BIDS</u>

II. MESSAGES FROM BOARD MEMBERS

III. <u>TITLE VI ABATEMENTS</u>

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. Woodruff Lane. Cox Deckard took a roll call, all in favor, motion passed.

IV. <u>PETITIONS AND REMONSTRANCES</u>

V. <u>CONSENT AGENDA</u>

- 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. <u>NEW BUSINESS</u>

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. <u>APPROVAL OF CLAIMS</u>

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.

Accepted By:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

Date: _____ Attest to: _____



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
- 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 that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 4th DAY OF NOVEMBER 2024.

BOARD OF PUBLIC WORKS:

DOWNTOWN BLOOMINGTON, INC.

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

Printed Name

Signature

James Roach, Secretary

Position

RESOLUTION 2024-073



SPECIAL EVENT APPLICATION

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

CITY OF BLOOMINGTON

1. APPLICANT INFORMATION

Contact Name:	Talisha Coppock		anno ann an ann an ann an ann an ann an ann an a
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)

Organization Name:	City Parks and Recreation	
Address:	401 N Morton	
City, State, Zip:	Bloomington In 47401	
Contact E-Mail Address:	Crystal	na fa an an ann an an an an an an an an an a
Phone Number:	812-349-3700	Mobile Phone:
Organization Name	B97	
Organization Name:		
Address:	Century Village	
City, State, Zip:	Bloomington IN 47401	
E-Mail Address:		
Phone Number:	812-336-8000	Mobile Phone:
Organization Name:		
Address:		
City, State, Zip:		
E-Mail Address:		антанана на на оказана и на
Phone Number:		Mobile Phone:

3. EVENT INFORMATION

Type of Event	☞♥□ Metered Parking Space(s) □ Run/Walk □ Festival □♥♥ Block Party □ Parade □ Art in the Right of Way ♥♥□ Other (Explain below in Description of Event)			
Date(s) of Event:	November 29, 202	4		
Time of Event:	Date:Novem ber 29	Start:	Date:	End:
		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			
	Dancing Elves. Santa Lighting Car 3 vendors serving of	10py of Lights – Bloo	h Constellation performan mington Brass Band on St along.	
Description of Event:				
Expected Number of	 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 			
Participants:			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 interpretion along the route chall be clearly identified
	 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	
Noise Permit application · Notapplicable	
Waste and Recycling Plan if more than 100 participates (template attached)	

6. If YOUR EVENT IS A FESTIVAL/SPECIAL COMMUNITY EVENT YOU ARE REQUIRED TO

SECURE AND ATTACH, AND SUBMIT THE FOLLOWING: Stationary Events – Closure of Streets/Sidewalks/Use of Metered Parking

¥	 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 XXX Dot 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

\mathbf{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

Date Received:	Received By: Economic & Sustainable Development	Date Approved:	Approved By:
	Bloomington Police		
	Bloomington Fire Engineering		
	Legal		
	Parking Enforcement		
	Transit Office of the Mayor		
·	Utilities Public Works	· · · · · ·	· · · · · · · · · · · · · · · · · · ·
	Board of Public Works	· · · · ·	



NOISE PERMIT

City of Bloomington 401 N. Morton St., Suite120 Bloomington, Indiana47404 812-349-3410

CITY OF BLOOMINGTON

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

Canopy of Lights Name of Event: Kirkwood Avenue between College and Walnut Location of Event: Date of Event: November 29, 2024 Start:6 pm Time of Event: Friday Calendar Day of Week: End:9 pm Description of Event: Lighting of downtown Square for the holidays Will Noise be Amplified? Source of Noise: xxxxLive Band Instrument xxxxxLoudspeaker **XX**XYes No Is this a Charity Event? xxxxYes No If Yes, to Benefit: Downtown Holidays **Applicant Information**

Event and Noise Information

Name:	Talisna Coppock		
Organization:	Downtown Bloomington Inc.	Title:	Executive Director
Physical Address:	302 S College Avenue		
Email Address:	tcoppock@downtownbloomington.com	Phone Number:	812.360.3681
Signature:	Talisha Coppock Tolish Copeort	Date:	October 21, 2024

FOR CITY OF BLOOMINGTON USE ONLY

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

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

Waste and Recycling Management Plan Template

Event name: <u>Canopy of Lights</u>	
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 <u>Downtown</u> <u>Bloomington, Inc.</u>

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,="" etc.="" waste=""></composting>

*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, <u>November 19, 2024</u> 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:

2024

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Waste and Recycle bins

- 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

Elizabeth Karon, Vice President

James Roach, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2024-075 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Date:

Elizabeth 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

1

3

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

ONON	SAMO
12 Mo	\$350

2. Applicant Information

Name:	Elizabeth Tragesser	anten a staticularing fast and set	
Title/Position:	owner	S. Main All	
Date of Birth:	08/22/+0988- 198	3	
Address:	6794 West Vernal Pk.		
City, State, Zip:	Bloomington, IN 474	04	
E-Mail Address:	cupotjoyfoodtruck@	gmail.com	
Phone Number:	812-272-7582	Nobile Phone:	

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

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and the state

If applicant is not	t a resident of Indiana, they must	designate a resident to serve as	a contact.
Name:			
Address:	- A. C. Star and a straight of the second		
City, State, Zip:			
E-Mail Address:	S. W. S. S.		
Phone Number:		Mobile Phone:	

 $Q_{12} \in \mathbb{A}_{12}^{+}$

 $[Y_{0,2}(\eta_{1}^{1}), \gamma_{1}^{1}] \in \{\gamma_{1}, \gamma_{2}^{1}\}$

and the state of the second second

4. Company Information

Name of Employer:	Cup of Joy									
Address of Employer:	6794 West	vernal PK								
City, State, Zip:	Bloomington	Bloomington, IN 47404								
Employment Start Date:			End Date (If k	(nown):						
Phone Number:										
Website / Email:	cupofjoyfoo	dtruck@gm	ail.com							
Company is a:	Liability Corporation (LLC)	Corporation	Partnership	Sole Proprietor	Other:					

5. Company Officer Information

Provide the names and addresses of all principal officers, partners, trustees, owners or other persons with controlling interests in the company.

Name	Address
Brady Tragesser	6794 West vernal PK

6. Company Incorporation Information (For Corporations and LLCs 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 o	n event
Place or places where you will conduct business (If private property, attach written permission from property owner):	fairgrounds, festivals, different bu us	usinesses 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 🗌	
(If Yes) Provide details		

8. You	are required to secure, attach, and submit the following:
	A copy of the Indiana registration for the vehicle
P	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)
1	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)
	Fire inspection (if required)
F	Picture of truck or trailer
i 🗹	Copy of all applicable permits required by the Monroe County Health Department, ncluding but not limited to a Food Service Establishment License or a Certified Food Handler License.

For City Of Bloomington Use Only

Date Received: Received By: Date Received By: D	Date Approved: 10/29/2024	Approved By: SCoates
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State Form 48099 (R5/7-17) Approved by State Board of Accounts 2017

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS	AGE	ISSUE DAT		and a second	COUNTY		TP PL YR PL		E	PLTP	WEIGHT	PR YR	LS	TYPE	PRIOR YR PL
12	11	09/20/24	08/03/24	53 - N	IONROE	Ν	24	TK6330	TH	GT	11	_	N		
							E COLOR WHI/								
CURRI		EX TAX 26.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 26.00	C	CO. WHE 25.	EL/SUR	MUN.	WHEEL 0.00	JSUR S	TATE REG 45.35	FEE	ADMIN FE 15.00	E TOTAL 111.35
PRIOR YEAR	8	EX TAX 8.67	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 8.67	C	O. WHE 8.3		MUN.	WHEEL 0.00	JSUR S	TATE REG 0.00	FEE	ADMIN FE	E TOTAL 17.00
REGISTRATION LICENSE TYPE															

TRUCK 11,000 GENERAL TRUCK NEW FORMAT

6794 W VERNAL PIKE

BRADY JOHN TRAGESSER

BLOOMINGTON IN 47404-9100

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



133:10:46

0101

myBMV Plates And Vehic Home Registrations Titles		Driver Records	Suspension & Reinstatement	my Information	Driver Training	
						Sign Out
ny Driver Records						
View Your Driver Record	my Driver Re	ecords				
Official Driver Record	Welcome, BRADY JO	OHN TRAGES	SER!			
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



			RIVERS			A	As of 10/	24/202	4 11:32 am
	se stat								IINT
	ent poir rseme		None						
			ements: None						
	ictions								
Pendi	ing Re	stricti	ons: None						
Susp	ensio	n Info	ormation (* indicates ad	ctive susper	nsions)				
			(** indicates clos	ed/expired	active suspensions stay	/ed)			
	No S	usper	nsions were found.						
Pend	and the second		nsion Information						
	NO P	endin	g Suspensions were found.						
Disqu			Information (* indicate	s active dis	qualifications)				
	No D	isqua	lifications were found.						
Pend	ing Di	squa	lification Information						
			g Disqualifications were foun	d.					
Out			thdrawal Information						
	No C	DOS V	Withdrawals were found.						
Conv	iction	s (*	indicates active points)						
Dispo	sition	-	Offense	Offense		Susp		CMV	Hazmat
Da	ate	Pts	Description	Date	Court / Case Number	IDs	IDs		
02/01	/2010	0	SEAT BELT VIOLATION	11/28/2009	MONROE CIRCUIT #2 / 53C020912IF16155			No	No
					5560209121F10155				
01/23	8/2006	2	SPEEDING 85/70	12/22/2005	PENDLETON TOWN COURT /			No	No
					4810206011F00187				
04/40	2000	0	SPEEDING	02/17/2002					
04/18	8/2002	2	SPEEDING	03/1//2002	ILLINOIS / IL 0025679			No	Νο
04/09)/1999	0	SEAT BELT VIOLATION	03/10/1999	TIPTON CITY /				
					80H019903IF00176			No	No
Mailiı	ng Ade	dress	ies						
		ctive	Street						
ID 	D	ate	Address		City		State	ZIP C	ode
9	01/24	1/2023	6794 W VERNAL PIKE		BLOOMINGTON		IN	47404	-9100
	04/12	2/2022	2 6794 W VERNAL PIKE		BLOOMINGTON		IN	47404	-9100
8	11/10)/2021	7020 E STATE ROAD 45	5	BLOOMINGTON		IN	47408	-9553
8	04/4	1/2011	7020 E STATE ROAD 45	5	BLOOMINGTON		IN	47408	-9553
	04/14		3 2720 N THOMAS RD		BLOOMINGTON		IN	47404	-9655
6		3/2008							
6 5	09/13	3/2008 1/2006	3 295 HICKORY DR		ELLETTSVILLE		IN	47429	
6 5 4	09/13				TIPTON		IN IN	47429	

Legal Addresses

https://mybmv.bmv.in.gov/BMV/mybmv/MyDriver/DriverRecord.aspx

myBMV - Indiana Bureau of Motor Vehicles

Effective Street ID Date Addres		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 Date: 1/24/2023, Expiration Date: 2/23/2023, Reason: AMEND DL W/O CARD, IN-STATE, Control #: 21425566

Issue Date: 01/24/2023, Amend License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 11/07/2028

Interim Credential Issue Date: 11/10/2021, Expiration Date: 12/10/2021, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 19221961

Issue Date: 11/10/2021, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 11/07/2028

Issue Date: 11/14/2015, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 11/07/2021

Interim Credential Issue Date: 8/11/2012, Expiration Date: 9/10/2012, Reason: DUPLICATE DL, IN-STATE, Control #: 3297255

Issue Date: 08/11/2012, Duplicate License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 11/07/2015

Interim Credential Issue Date: 4/14/2011, Expiration Date: 5/14/2011, Reason: AMEND DL W/O CARD, IN-STATE, Control #: 1442497

Issue Date: 04/14/2011, Amend License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 11/07/2015

Issue Date: 11/17/2009, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 11/07/2015

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, Issue Driver's Ed, DRIVER EDUCATION, Endorsements: None, Restrictions: B, Expiration Date: 06/30/1997

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 *



No Disqualifications were found.

No Pending Disqualifications were found.

Pending Disqualification Information

Out of State Withdrawal Information No OOS Withdrawals were found.

Convictions -- (* indicates active points)

Offense

Description

SPEEDING 72/55

Pts

Mailing Addresses

Disposition

Date

11/28/2001 4

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

Offense

Date

10/29/2001

Court / Case Number

GAS CITY CITY

27H0101111F06392

Susp Disq

IDs

IDs

CMV

No

Hazmat

No

4	08/11/2012	7020 E STATE ROAD 45	BLOOMINGTON	IN	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

Legal 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		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:

08/22/2004

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.

* End of Driver Record *

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

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

- 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 <u>www.myBMV.com</u> 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 PERFORMING	SINSPECTIO	MALLER.	TIME AUTOMOTIVE				
INSPECTOR'S NAME_	AJON M	ILLER	INSPECTOR'S PHONE # <u>812-829-09</u>				
DATE OF INSPECTION	23-24						
NAME OF VENDOR							
VEHICLE YEAR 2013	MAKE FO	RD	MODEL F. 150				
VIN IFTFXIEF8	DKD 432:	23					
		N N					
LIGHTS	PASS	FAIL	COMMENTS				
(Front & Rear)	\checkmark						
FLASHERS	1						
REFLECTORS	1	an an na n	In the state water water and				
HORN	V	UONI	NGIUNZALLANA				
WINDSHIELD WIPERS							
MIRRORS	\checkmark						
SEATBELTS	<u> </u>						
BUMPER HEIGHT	<u>/</u>						
ALL WINDOWS	<u>/</u>						
MUFFLER	/						
TIRES		18million					
BRAKES							
DOORS	\checkmark	and a second second					
GENERAL CONDITION OF VEHICLE	\checkmark	Ale and a second					

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

Additional Comments by Insp	ector:		
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Allentestoris			
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	Para a ser ser a se s a	1.05.00.05.1	
2011/03	BLOOM	AGIONY	
		100	
A.50	~ MIKIER		
Inspector SignatureA.50	1		
Date: 10-23-24	· · · · · · · · · · · · · · · · · · ·		
Date:			

Seal Providence

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

Image: Construction of the policy o									
7020 E State Road 45 Bloomington, IN 47408			INSURE	RD:					
			INSURE						
		ATE NUMBER:				REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	equire Perta Polici	EMENT, TERM OR CONDITION IN, THE INSURANCE AFFORD IES. LIMITS SHOWN MAY HAVE	OF AN	Y CONTRACT THE POLICIES REDUCED BY I	OR OTHER E S DESCRIBEE PAID CLAIMS.	DOCUMENT WITH RESP	ест то у	WHICH THIS	
INSR TYPE OF INSURANCE	ADDL S	OUBR WVD POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIM	ITS		
X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO- Y POLICY PRO- LOC OTHER: AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS AUTOS HIRED AUTOS AUTOS NON-OWNED HIRED AUTOS AUTOS AUTOS DED RETENTION \$ CLAIMS-MADI WORKERS COMPENSATION ANYPROPRIETOR/PARTNERVEXECUTIVE OFFICER/MEMBER EXCLUDED? Y / I Madatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below] N/A	P100.689.590.3		10/27/2024	10/27/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGC COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per person) BODILY INJURY (Per accident PROPERTY DAMAGE (Per accident) EACH OCCURRENCE AGGREGATE PER FL_ EACH ACCIDENT E.L_ DISEASE - EA EMPLOYE E.L_ DISEASE - POLICY LIMIT	\$ \$,000 00 00,000 00,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CERTIFICATE HOLDER CANCELLATION									
City of Bloomington 401 N. Morton St. Bloomington, In 47402			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					LIVERED IN	
				© 19	88-2015 AC	ORD CORPORATION.	All righ	nts reserved.	

The ACORD name and logo are registered marks of ACORD

Kerry Thomson Mayor CITY OF BLOOMINGTON 401 N. Morton St Suite 130

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

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:

- 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

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 Famon.

CONNIE LAWSON SECRETARY OF STATE

202009131422496 / 8720472

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

Business Name:CUP OF JOY, LLPEntity Type:Domestic Limited Liability PartnershipCreation Date:09/13/2020Principal Office Address:6794 W Vernal Pike, Bloomington, IN,
47404, USA

Jurisdiction of Formation: Indiana

Business ID: 202009131422496

Business Status: Active Inactive Date:

Expiration Date: Perpetual

Business Entity Report Due Date: 09/30/2026

Years Due:

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λ.	Sec. 1.1		1	1 A A A A A A A A A A A A A A A A A A A			

Name

Title

Limited Partner

Brady Tragesser

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

Address

Registered Agent Information

Type: Individual

Name: Elizabeth Tragesser

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

IRS DEPARTMENT OF THE TREASURY INTERNAL REVENUE SERVICE CINCINNATI OH 45999-0023

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

Date of this notice: 09-17-2020

Employer Identification Number: 85-3058720

Form: BS-4

Number of this notice: CP 575 B

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 8 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 8 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 Mayor CITY OF BLOOMINGTON 401 N. Morton St Suite 130

DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT p. 812.349.3418

401 N. Morton St Suite 130 P.O. Box 100 Bloomington, Indiana 47402

f. 812.349.3520

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 abovedescribed 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: Cupot Name: Signature: Date:

Kerry Thomson Mayor CITY OF BLOOMINGTON

DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT p. 812.349.3418

401 N. Morton St Suite 130 P.O. Box 100 Bloomington, Indiana 47402

f. 812.349.3520

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;
 - 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:
 - Be placed approximately 20 feet from a building or structure;
 - Provide a barrier between the grill or device and the general public;
 - 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".
 - 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: Elizabeth Tragesso
Name: Elizaber 1142520
Signature: Mypel hayesen
Date: W-20.24



ServSafe

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).



CERTIFICATE NUMBER

3/2/2023

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

ciation Solutions

10795

EXAM FORM NUMBER

3/2/2028

DATE OF EXPIRATION



the Service's lago are trademarks of the NRAEF. National Restaurant Association® and the arc design

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Contract us with questions at 233 S. Wacker Drive, Suste 3600, Chicago, E. 60606-6383 or ServScheiDrestournant org

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: 2/8/2024

Monroe County Health Officer

NON-NEGOTIABLE AND NOT TRANSFERABLE PERMIT EXPIRES FEBRUARY 28, 2025

By

2024

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.

85-3058720		
0171682130		
March 02, 2		
March 31, 2		

71682130-001 arch 02, 2023 arch 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

grennes

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

CITY OF BLOOMINGTON

1. APPLICANT INFORMATION

Contact Name:	Talisha Coppock
Contact Phone:	812-336-3681 Mobile Phone:
Title/Position:	Executive Director
Organization:	Downtown Bloomington, Inc.
Address:	302 S. College Ave.
City, State, Zip:	Bloomington, IN 47403
Contact E-Mail Address:	tcoppock@ bloomington convention.com
Organization E-Mail and URL:	info@downtownbloomington.com / www.downtownbloomington.com
Org Phone No:	812-336-3681 Fax No: 812-349-2981

to revoke permission if event becomes a public safety conce

2. ANY KEY PARTNEI	RS INVOLVED (including Food	Vendors if applic	able)		
Organization Name:	Constellation Stage	+ Screen	e sita e qui e son este sen n' l'hi cultura iste		
Address:	122 S. Walnut St.	vin trada secondar	te dan salata ru sa r		
City, State, Zip:	Bloomington, IN 47404				
Contact E-Mail Address:	gallery@ see Constella-	tion. org	on Frank Whitehre is		
Phone Number:	gallery@seeConstella- 812-336-7110	Mobile Phone:			
	이 그는 가정의 것이는 것은 것이라면 가장이다. 같은 것이다.				
Organization Name:	Holly Warren - City of T	bloomington Arts	s and Culture		
Address:	401 N. Morton St.	,			
City, State, Zip:					
E-Mail Address:	holly. warren @ blooming to	on-in.gov			
Phone Number:	812-349-3534	Mobile Phone:			
Organization Name:					
Address:					
City, State, Zip:					
E-Mail Address:			L1 - 1		
Phone Number:		Mobile Phone:			

3. EVENT INFORMATION

Type of EventImage: Metered Parking Space(s)Image: Run/WalkImage: FestivalImage: Block PartyImage: Type of EventImage: ParadeImage: Art in the Right of WayImage: Different of WayImage: Different of WayImage: Type of EventImage: Different of WayImage: Different of WayImage: Different of WayImage: Type of EventImage: Different of WayImage: Different of WayImage: Type of EventImage: Different of WayImage: Different of WayImage: Type of EventImage: Different of WayImage: Different of WayImage: Type of EventImage: Different of WayImage: Different of WayImage: Type of EventImage: Different of WayImage: Different of WayImage: Type of EventImage: Different of WayImage: Different of WayImage: Type of EventImage: Different of WayImage: Different of WayImage: Type of EventImage: Different of WayImage: Different of WayImage: Type of EventImage: Different of WayImage: Different of WayImage: Type of EventImage: Different of WayImage: Different of WayImage: Type of EventImage: Different of WayImage: Different of WayImage: Type of EventImage: Different of WayImage: Different of WayImage: Type of EventImage: Different of WayImage: Different of WayImage: Type of EventImage: Different of WayImage: Different of WayImage: Type of EventImage: Different of WayImage: Different of WayImage: Type of EventImage: Different of Way		
Date(s) of Event:	November 5 - December 29, 2024	
Time of Event:	Date: 11/29 Start: 6:00 pm Date: 12/29 End: 6:00 pm	
Setup/Teardown time Needed	Date: 11/5 Start: 9:00 am Date: 1/10/25 End: 6:00 pm	
Calendar Day of Week:	Friday - event opening	
Description of Event:	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.	
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

R	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/04/2024

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lf	SUE	RTANT: If the certificate holder is BROGATION IS WAIVED, subject ertificate does not confer rights t	to the	tern	ns and conditions of the	policy,	certain poli	cies may req			
	DUCE	P				CONTAC	т). Iy Erchull			
		Kaplan Insurance Agency			-	NAME: PHONE	(700)	746-5000	FAX	(763)7	46-5577
		3555 Plymouth Blvd. Sui	te 11	8	-	(A/C, No, E-MAIL ADDRES			(a/c, NO): (aplanInsuranceAgency)		40 0011
		Plymouth, MN 55447 License #: 40020697			-	ADDRES		•	DING COVERAGE		NAIC #
		License #: 40020697			-	INSURE			America, Inc.		
INSU	RED					INSURE			America, Inc.		15954
		Constellation Stage & Sc	reen	, Ind	с.	INSURE		uotitoitii			
		122 S Walnut St				INSURE	R D :				
		Bloomington, IN 47404				INSURE	RE:				
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со	VER	AGES CER	TIFIC	ATE	NUMBER: 00005867-72	29836			REVISION NUMBER:	36	
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LTR			INSD	WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT		4 000 000
Α	X				SPP1794754		12/20/2023	12/20/2024	EACH OCCURRENCE DAMAGE TO RENTED	\$	1,000,000
		CLAIMS-MADE OCCUR							PREMISES (Ea occurrence)	\$	500,000
									MED EXP (Any one person)	\$	<u>5,000</u> 1,000,000
	CEN	VL AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY GENERAL AGGREGATE	\$ \$	3,000,000
	X								PRODUCTS - COMP/OP AGG	ծ Տ	3,000,000
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Α	AUT				SPP1794754		12/20/2023	12/20/2024	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
~		ANY AUTO			5111/54/54		12/20/2025	12/20/2024	(Ea accident) BODILY INJURY (Per person)	\$	1,000,000
		OWNED AUTOS ONLY X SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$	
	х	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
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		DED RETENTION \$								\$	
В			KWC1338005		KWC1338005		12/20/2023	20/2023 12/20/2024	X PER OTH- STATUTE ER		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT	\$	500,000
	(Mar	ICER/MEMBER EXCLUDED?							E.L. DISEASE - EA EMPLOYEE	\$	500,000
		s, describe under CRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	500,000
		operty inted Equipment			SPP1794754 SPP1794754		12/20/2023 12/20/2023	12/20/2024 12/20/2024	Building BPP		1,000,000 210,000
Th	e Ci	TION OF OPERATIONS / LOCATIONS / VEHIC ity of Bloomington is an addit				/ contr					
UE						CANC	ELLATION				
City of Bloomington 401 N Morton St Bloomington IN 47404					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
	Bloomington, IN 47404					U	LUUH	h Etell	t		(WLE)

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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 11/4/24at 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, 11/4/24 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: 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 4 th , 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

				Bank	
Date:	Type of Claim	FUND	Description	Transfer	Amount
11/1/2024	Boyroll				581,762.71
11/1/2024	Payroll				501,702.71
					581,762.71
					·
		ALLOWANC	E OF CLAIMS		
claim, and exc total amount c	ept for the claims not al	lowed as shown o	gister of claims, consisting n the register, such claims f <u>2024</u> .		
Kyla Cox Decl	kard, President	Elizabeth Karo	n, Vice President	James Roach, Secret	tary
•	y that each of the above th IC 5-11-10-1.6.	listed voucher(s)	or bill(s) is (are) true and c	correct and I have audited	same in

Fiscal Officer_____



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

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.

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.

		PURCHASE INFORMATIO	ON	
1.	Check the box beside the procurer applicable)	nent method used to initiate this p	procurement: (Attach a quote or b	bid tabulation if
	Request for Quote (RFQ)	Request for Proposal (RFP)	Sole Source	Not Applicable (NA)
	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: N/A	Yes No	Was the lowest cost selected? (If no,	
	Met city requirements?		please state below why it was not.)	
	Met item or need requirements?			
	Was an evaluation team used?			
	Was scoring grid used?			
	Were vendor presentations requested?			

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

S&J Excavation & Concrete, LLC was the lowest responsive and responsible bidder.

Zac Rogers

Project Manager

Engineering

Print/Type Name

Print/Type Title

Department

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)	24-659
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, but 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.

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

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

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

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

ARTICLE 4. RETAINAGE

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

<u>4.02</u> 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.

<u>4.07</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, 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:

<u>Co</u>	verage	Limit
Α.	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	
E.	Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate. Deductible shall not be
		more than \$10,000.
F.	Cyber Attack and Cyber Extortion	more than \$10,000.
F.	Cyber Attack and Cyber Extortion Computer Attack Limit (Annual Aggregate)	more than \$10,000. \$1,000,000
F.		
F.	Computer Attack Limit (Annual Aggregate)	\$1,000,000
F. G.	Computer Attack Limit (Annual Aggregate) Sublimit (Per Occurrence) for Cyber Extortion	\$1,000,000 \$100,000
	Computer Attack Limit (Annual Aggregate) Sublimit (Per Occurrence) for Cyber Extortion Computer Attack and Cyber Extortion deductible (per occurrence)	\$1,000,000 \$100,000
	Computer Attack Limit (Annual Aggregate) Sublimit (Per Occurrence) for Cyber Extortion Computer Attack and Cyber Extortion deductible (per occurrence) Network Security Liability	\$1,000,000 \$100,000 \$10,000
	Computer Attack Limit (Annual Aggregate) Sublimit (Per Occurrence) for Cyber Extortion Computer Attack and Cyber Extortion deductible (per occurrence) Network Security Liability Limit (Annual Aggregate)	\$1,000,000 \$100,000 \$10,000 \$1,000,000
	Computer Attack Limit (Annual Aggregate) Sublimit (Per Occurrence) for Cyber Extortion Computer Attack and Cyber Extortion deductible (per occurrence) Network Security Liability Limit (Annual Aggregate) Deductible (per occurrence)	\$1,000,000 \$100,000 \$10,000 \$1,000,000
	Computer Attack Limit (Annual Aggregate) Sublimit (Per Occurrence) for Cyber Extortion Computer Attack and Cyber Extortion deductible (per occurrence) Network Security Liability Limit (Annual Aggregate) Deductible (per occurrence) Electronic Media Liability	\$1,000,000 \$100,000 \$10,000 \$1,000,000 \$10,000
	Computer Attack Limit (Annual Aggregate) Sublimit (Per Occurrence) for Cyber Extortion Computer Attack and Cyber Extortion deductible (per occurrence) Network Security Liability Limit (Annual Aggregate) Deductible (per occurrence) Electronic Media Liability Limit (Annual Aggregate)	\$1,000,000 \$100,000 \$10,000 \$1,000,000 \$10,000 \$1,000,000
G. H.	Computer Attack Limit (Annual Aggregate) Sublimit (Per Occurrence) for Cyber Extortion Computer Attack and Cyber Extortion deductible (per occurrence) Network Security Liability Limit (Annual Aggregate) Deductible (per occurrence) Electronic Media Liability Limit (Annual Aggregate) Deductible (Per Occurrence)	\$1,000,000 \$100,000 \$10,000 \$1,000,000 \$10,000 \$1,000,000

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

Premises and operations;

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

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

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

5.07 Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. CONTRACTOR shall comply with 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 <u>OR EQUAL</u>: 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 <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.

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington S&J Excavation & Concrete, LLC		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 or its

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

5.19 Drug Testing Plan

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

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

DATE: _____

City of Bloomington

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Printed Name

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)) SS:

COUNTY OF _____)

AFFIDAVIT

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

1.	The undersigned is the		of
		(job title)	

(company name)

- 2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
- 3. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
- 4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
- 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	
Α.					
В.					
С.					
D.					
				Total	\$

Method of Compliance (Specify) _	 	

	Date:	, 20	
Signature		_	
Printed Name		_	
STATE OF INDIANA)) SS:		
COUNTY OF)		
Before me, a Notary Public in a	nd for said	d County and State, personally appeared and acknowledged the execution of the	e foregoing this
day of	, 20_		
My Commission Expires:			
		Signature of Notary Public	
County of Residence:			
	ł	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 O	F INDIANA)				
COUNTY	′ OF)SS: _)				
		E	-Verify AFFIDAV	IT		
	The undersigned, being d	uly sworn, hereby af	firms and says tha	ıt:		
1.	The undersigned is the		_of		·	
	The company named here i. has com		undersigned: ing to contract wit	h the City of Bloomi	ngton to provide ser	vices; OR
3.	The undersigned hereby s knowingly employ an "un					ierein does not
4.	The undersigned herby st participates in the E-verify		t of his/her belief,	the company name	d herein is enrolled i	n and
Signatur	e					
Printed	Name					
	F INDIANA ′ OF))SS:)				
	ne, a Notary Public in and edged the execution of the	•			, 20	and
My Com	mission Expires:		ignature of Notary	/ Public		
County	of Residence:		rinted Name of No	otary Public		
My Com	mission #:					

ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA

)) SS:

COUNTY OF _____)

AFFIDAVIT

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

1.	The undersigned is the		of
		(job title)	

(company name)

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

Signature

Printed Name

STATE OF INDIANA))SS: COUNTY OF ______)

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

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

My Commission #:_____

ATTACHMENT 'E'

Proposal Schedule of Items (Unit Prices)

INE IT	EM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	Total
1 10	05-06845	CONSTRUCTION ENGINEERING	1	LS	\$9,000.00	\$9,000.00
2 1	10-01001	MOBILIZATION AND DEMOBILIZATION	1	LS	\$5,000.00	\$5,000.00
3 20	01-52370	CLEARING RIGHT OF WAY	1	LS	\$4,200.00	\$4,200.00
4 20	03-08607	LINEAR GRADING	300	LFT	\$5.50	\$1,650.00
5 20	05-06933	TEMPORARY INLET PROTECTION	2	EACH	\$250.00	\$500.00
6 20	05-06937	TEMPORARY SILT FENCE	266	LFT	\$5.00	\$1,330.00
7 23	11-09266	STRUCTURE BACKFILL, TYPE 3	89	CYD	\$95.00	\$8,455.00
8 30	03-01180	COMPACTED AGGREGATE, NO. 53	109	TON	\$44.00	\$4,796.00
9 30	04-12624	HMA PATCHING PARTIAL DEPTH, TYPE B	4	TON	\$390.00	\$1,560.00
10 40	01-10258	JOINT ADHESIVE, SURFACE	130	LFT	\$6.00	\$780.00
11 40	02-07451	HMA WEDGE AND LEVEL, TYPE B	21	TON	\$230.00	\$4,830.00
12 40	06-05521	ASPHALT FOR TACK COAT	43	SYD	\$12.00	\$516.00
13 50	06-06334	PCCP FOR PATCHING, FULL DEPTH, 9 IN.	43	SYD	\$95.00	\$4,085.00
14 60	04-06070	CONCRETE SIDEWALK, 6 IN., REINFORCED	256	SYD	\$97.00	\$24,832.00
15 60	04-06070	CONCRETE SIDEWALK, 4 IN.	24	SYD	\$75.00	\$1,800.00
16 60	05-06150	CURB AND GUTTER, CONCRETE, TYPE C	140	LFT	\$63.00	\$8,820.00
17 6:	10-09108	PCCP FOR APPROACH, 9 IN.	73	SYD	\$105.00	\$7,665.00
18 62	21-06575	NURSERY SODDING	570	SYD	\$7.50	\$4,275.00
19 7:	15-05146	PIPE, TYPE 2, CIRCULAR, DIAMETER 6 IN.	6	LFT	\$40.00	\$240.00
20 7:	15-05149	PIPE, TYPE 2, CIRCULAR, DIAMETER 12 IN.	15	LFT	\$52.00	\$780.00
21 7:	15-05154	PIPE, TYPE 2, CIRCULAR, DIAMETER 24 IN.	156	LFT	\$110.00	\$17,160.00
22 72	20-45415	MANHOLE, TYPE D4	2	EACH	\$5,000.00	\$10,000.00
23 72	20-94840	CASTING, VALVE OR METER, ADJUST TO GRADE	2	EACH	\$1,000.00	\$2,000.00
24 72	20-98555	INLET, TYPE C15	1	EACH	\$2,500.00	\$2,500.00
25 80	01-06775	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 <u>North Dunn Street Sidewalk Connection</u> 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)

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.

[S & J EXCAVATION & CONCRETE LLC] RESPONSE DOCUMENT REPORT Invitation for Bids - North Dunn Street Sidewalk Connection Page 2

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

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

CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96



State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013) Prescribed by State Board of Accounts

> PARTI (To be completed for all bids. Please type or print)

> > Date (month, day, year): 10-21-2024

1. Governmental Unit (Owner): City of Bloomington, IN

2. County : Monroe

3. Bidder (Firm): S&J Excavation & Concrete, LLC

Address: 950 Veterans Dr.

City/State/ZIPcode: Brownstown, IN 47220

4. Telephone Number: 812-521-9013

5. Agent of Bidder (if applicable):

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete

the public works project of North Dunn St. Sidewalk Connection

(Governmental Unit) in accordance with plans and specifications prepared by _____ and dated _____<u>9-20-2</u>024 ____ for the sum of Etica Group One Hundred Forty One Thousand Soven Hundred \$ 141,774.00 Seventy Four and collers 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 accepted th	is day of	,, subject to the
following conditions:		
Contracting Authority Members:		
(For proj	PART II ects of \$150,000 or more – IC 36-1-12-4)	I
Governmental Unit:		
Bidder (Firm)	S&J Excavation & Concrete, LLC	
Date (month, day, yea	ar):	

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
817,064.20	Sanitary Sewer	2/13/2024	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. What public works projects are now in process of construction by your organization?

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
4,053,942.00	Sitework / Utilities	1/1/2025	Elanco Skyline, F.A Wilhelm

3.	Have you ever failed to complete any work awarded to you?	NO	If so, where and why?

4. 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

1. Explain your plan or layout for performing proposed work. (Examples could include a narrative of when 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.

2. 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

All-Star Paving - Asphalt Milling and Paving

3. If you 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 unable 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 immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

Traffic Control - TBD	
	,
What equipment do you have available to use for the proposed project? Ar subcontractors may also be required to be listed by the governmental unit.	ny equipment to be used by
Multiple Excavators, Dozers, Loaders, Rollers, Vacuum Excavtor, and mise	c small equipment
	······································
Have you entered into contracts or received offers for all materials which su preparing your proposal? If not, please explain the rationale used which we listed.	ubstantiate the prices used in ould corroborate the prices
YES	

4.

5.

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.

thi	his	21	day of	October	, <u>2024</u>
Excava	ation & Co	oncrete, l	LC		
7		(^	Name of Organi	zation)	
SUC	antil	les 1	lono	/	
dent					
		(7	Title of Person S	Signing)	
		(1	Title of Person S	Signing)	

ACKNOWLEDGEMENT

STATE OF Indiana) COUNTY OF Jackson) ss

Before me, a Notary Public, personally appeared the above-named	Shanfilla	Morrau	and

swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this	ISFN	day of	octuber	. <u>2024</u> .
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Merner Saver Notary Public

My Commission Expires: 11/05/203 County of Residence:______



Part of State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

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*

Max Litwin Deputy Chief



Tania Daffron Assist Chief of Admin

Jason Zeeks Assist Chief of Operations

City of Bloomington Fire Department

Travis Drescher BC of Training **Skyler Pittman** *BC–Gold Shift* Scott McKnight BC–Black Shift Steve Weaver BC–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

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

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.

PURCHASE INFORMATION 1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable) Request for Proposal (RFP) Sole Source Request for Quote (RFQ) Not Applicable (NA) **Emergency Purchase** Invitation to Bid (ITB) **Request for Qualifications** (RFQu) List the results of procurement process. Give further explanation where requested. 2. Yes No # of Submittals: 1 Yes No Was the lowest cost selected? (If no, please state below why it was not.) Met city requirements? Only one bid was received from this bid package. Met item or need requirements? Was an evaluation team used? Was scoring grid used?

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

Building Associates was selected as the only vendor to submit a bid. They have been verified to encompass the full scope of work. Weddle Bros. solicited pricing from multiple general trades contractors which include (Building Associates, Abel Construction, Fox Construction, Strauser Construction, Boldin Construction).

Max Litwin

Were vendor presentations requested?

Deputy Chief

Fire

Print/Type Name

Print/Type Title

Department

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

.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.

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

.<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.

<u>3.06</u> 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.

4.01 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 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
 - \$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.

	Compu	ter 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
	Networ	k Security Liability	
	0	Network Security Liability Limit – Annual Aggregate	\$1,000,000
	0	Network Security Liability Deductible – Per Occurrence	\$10,000
•	Electro	nic 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.

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

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

5.08 Non-Discrimination

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

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

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

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

a. Has formulated its own Affirmative Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.

b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

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

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

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

5.09.02 <u>OR EQUAL</u>: 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 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.

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

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

<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	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	

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

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

5.19 Drug Testing Plan

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

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

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

BY:	
Contractor Representative	
Printed Name	_
Title of Contractor Representative	
е	
	Printed Name

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.
- 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.
- 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.
 - xy. 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.
 - xxy. 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.
 - I. Include floor prep at renovation to ensure new flooring is compatible with existing conditions.
 - li. 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.
- Alternate No. TWO Add alternate for increased quality of Roof Membrane system from 20 year warranty roof to 30 year warranty Roof.
 - 1. 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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- 23 0516 Expansion Fittings and Loops for HVAC Piping
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23 0593 - Testing, Adjusting, and Balancing for HVAC

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- 23 2300 Refrigerant Piping
- 23 3100 HVAC Ducts and Casings

23 3300 - Air Duct Accessories

- 23 3423 HVAC Power Ventilators
- 23 3600 Air Terminal Units
- 23 3700 Air Outlets and Inlets

23 3813 - Commercial-Kitchen Hoods

23 5533 - Fuel-Fired Unit Heaters

23 7416 - Packaged Rooftop Air-Conditioning Units

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23 8126.13 - Small-Capacity Split-System Air Conditioners

23 8200 - Convection Heating and Cooling Units

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26 0519 - Low-Voltage Electrical Power Conductors and Cables (600 V and Less)

26 0526 - Grounding and Bonding for Electrical Systems

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26 0583 - Wiring Connections

26 0923 - Lighting Control Devices

26 2416 - Panelboards

26 2726 - Wiring Devices

26 2816.16 - Enclosed Switches

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- 26 3213 Engine Generators
- 26 3600 Transfer Switches

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27 0529 - Hangers and Supports for Communications Systems

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DIVISION 28 -- ELECTRONIC SAFETY AND SECURITY

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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 sworn, hereby affirms and says that:
1. The undersigned is the of
(job title)
(company name)
2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
 3. The company named herein that employs the undersigned: i. has contracted with or seeking to contract with the City of Bloomington to provide services; OR ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards

- contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
 5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain
- 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*:

A.		Trench Safety Measure		Units of Measure	Unit Cost	Unit Quantity	Extended Cost
C.	Α.						
D. Total S							
Image:							
Date:	D.					Total	\$
inted Name ATE OF INDIANA) SS: DUNTY OF	ethod of Co	ompliance (Specify)					·
ATE OF INDIANA) SS: DUNTY OF) Before me, a Notary Public in and for said County and State, personally appeared and acknowledged the execution of the foregoing day of, 20 y Commission Expires: Signature of Notary Public punty of Residence: Printed Name of Notary Public puntsion #: Hidders: Add extra sheet(s), if needed. Bidder fails to complete and execute this sworn affidavit, his/her Bid may be declared nonresponsive a	nature						
) SS: DUNTY OF	inted Nam	e					
Before me, a Notary Public in and for said County and State, personally appeared and acknowledged the execution of the foregoing day of, 20 y Commission Expires: Signature of Notary Public punty of Residence: Printed Name of Notary Public puntice Bidders: Add extra sheet(s), if needed. Bidder fails to complete and execute this sworn affidavit, his/her Bid may be declared nonresponsive a			2 1 2				
Before me, a Notary Public in and for said County and State, personally appeared and acknowledged the execution of the foregoing day of, 20 y Commission Expires: Signature of Notary Public punty of Residence: Printed Name of Notary Public punty of Residence: Bidders: Add extra sheet(s), if needed. Bidder fails to complete and execute this sworn affidavit, his/her Bid may be declared nonresponsive a	ATE OF IN	DIANA)) SS:				
Dunty of Residence: Printed Name of Notary Public Dommission #: Bidders: Add extra sheet(s), if needed. Bidder fails to complete and execute this sworn affidavit, his/her Bid may be declared nonresponsive a	OUNTY OF)	aid County	and State, pe	sonally appea	ared
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		ATTACHMENT 'C'
	"Е	E-Verify AFFIDAVIT"
STATE OF INDIANA)	
)SS:	
COUNTY OF	_)	
		E-Verify AFFIDAVIT
The undersigned, being c	luly sworn, hereby a	affirms and says that:
1. The undersigned is the _		of
	a. (job title)	of e) (company name)
 The company named her i. has cor ii. is a sub 	ntracted with or see	he undersigned: eking to contract with the City of Bloomington to provide services; OR Intract to provide services to the City of Bloomington.
 The undersigned hereby knowingly employ an "ur 	states that, to the b nauthorized alien," a	best of his/her knowledge and belief, the company named herein does not as defined at 8 United States Code 1324a(h)(3).
4. The undersigned herby s	tates that, to the be	est of his/her belief, the company named herein is enrolled in and
participates in the E-veri	fy program.	
Signature		
Printed Name		
Printed Name		
STATE OF INDIANA))SS:	
COUNTY OF	•	
Refere me a Notany Public in and	l for said County and	nd State, personally appeared and
acknowledged the execution of the	ne foregoing this	day of 20
My Commission Expires:		Signature of Notary Public
County of Residence:		
		Printed Name of Notary Public
My Commission #:		

ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA

)

) SS:

COUNTY OF _____)

AFFIDAVIT

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

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

(Job title)

(company name)

2. The undersigned is duly authorized and has full authority to execute this Affidavit.

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

Signature

Printed Name

STATE OF INDIANA))SS:	
	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 # ___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:

1. Two MILLION FOUL HUNDLED THEREY FIVE THOUGHD 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 <u>Nov 4th</u> and total of calendar days for completion of base bid. (date)
is
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)

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
	A	

In submitting this Bid, Bidder represents that:

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

Bidder has examined and carefully studied the Bidding Documents, the other related data Β. identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

No.	1	Dated	October 3rd, 2024
No	2	Dated	October 16th, 2024
No.	3	Dated	October 18th, 2024
No.		Dated	
SIGNATURE	OF BIDDER	fart	apole_
Name of Bidd	er Duilding Associ	ales, 110.	
ву:	Printed:	n ge	te _
Bidder Addre	ISS:		
_	3701 Jonatha	an Drive	
i i i i i i i i i i i i i i i i i i i	Bloomington	IN, 47404	
Telephone:_	812-333-6699)	

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.

		PURCHASE INFORMATIC	N	
1.	Check the box beside the procure applicable)	ment method used to initiate this p	procurement: (Attach a quote or b	id tabulation if
	Request for Quote (RFQ)	Request for Proposal (RFP)	Sole Source	Not Applicable (NA)
	Invitation to Bid (ITB)	Request for Qualifications (RFQu)	Emergency Purchase	(10.9
2.	List the results of procurement p	rocess. Give further explanation w	vhere requested.	Yes No
	# of Submittals: 2	Yes No	Was the lowest cost selected? (If no,	
	Met city requirements?		please state below why it was not.)	
	Met item or need requirements?			
	Was an evaluation team used?			
	Was scoring grid used?			
	Were vendor presentations requested?			

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

Commercial Services was selected as the lowest bidder and have been verified to encompass the full scope of work. The full list of bidders were as follows:

Commercial Services - \$665,500.00 HFI - \$744,744.00

Max Litwin

Deputy Chief

Fire

Print/Type Name

Print/Type Title

Department

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 <u>Commercial Services of Bloomington</u>, 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.

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

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

3.06 Engineer The City Engineer 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.

4.01 <u>Retainage Amount.</u> 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 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

<u>5.05.01</u>

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
 - \$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 o Computer Attack Limit – Annual Aggregate o Sublimits – Per Occurrence – Cyber Extortion o Computer Attack and Cyber Extortion Deductible – Per Occurrence	\$1,000,000 \$100,000 \$10,000
•	Network Security Liability o Network Security Liability Limit – Annual Aggregate o Network Security Liability Deductible – Per Occurrence	\$1,000,000 \$10,000
•	Electronic Media Liability o Electronic Media Liability – Annual Aggregate o Electronic Media Liability – Per Occurrence	\$1,000,000 \$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 <u>OR EQUAL</u>: 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 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.

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	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	

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 or its

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

5.19 Drug Testing Plan

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

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

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

DATE: _____

City of Bloomington Bloomington Board of Public Works

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

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.
- 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.
- 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

DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

00 0101 - Project Title Page

00 0105 - Certifications Page

00 0110 - Table of Contents

00 0145 - Bid Form

CITY OF BLOOMINGTON SUBMITTER'S FORM

CITY OF BLOOMINGTON BIDDING DOCUMENTS TABLE OF CONTENTS

SECTION I: Invitation to Bidders

SECTION II: Instructions to Bidders

SECTION III: Unit Prices, Sample Bond Forms, Escrow Agreement

SECTION IV: Affirmative Action Plan Requirements

SECTION V: State Form No. 96, Questionnaire/Non-Collusion Affidavit

SECTION VI: General Conditions

SECTION VII: Special Conditions and Supplementary Conditions

SECTION VIII: Sample Agreement with Attachments

00 2213 - Architect's Supplementary Instructions to Bidders

00 7300 - Architect's Supplementary Conditions

DIVISION 01 – GENERAL REQUIREMENTS

01 1000 - Summary

- 01 1200 Multiple Contract Summary
- 01 1500 Procurement Substitution Procedures
- 01 1830 Field Engineering
- 01 2000 Price and Payment Procedures
- 01 2100 Allowances
- 01 2300 Alternates
- 01 2500 Substitution Procedures
- 01 3000 Administrative Requirements
- 01 4000 Quality Requirements

01 4219 - Reference Standards

01 5000 - Temporary Facilities and Controls 01 6000 - Product Requirements 01 7000 - Execution and Closeout Requirements 01 7050 - Temporary Construction Facilities - Multiple Contracts 01 7800 - Closeout Submittals **DIVISION 02 -- EXISTING CONDITIONS** 02 0810 - Cutting and Patching 02 4100 - Demolition Pre Demolition Asbestos Survey **Report of Geotechnical Engineering Investigation DIVISION 03 -- CONCRETE** 03 0516 - Underslab Vapor Barrier 03 1000 - Concrete Forming and Accessories 03 2000 - Concrete Reinforcing 03 3000 - Cast-in-Place Concrete **DIVISION 04 -- MASONRY** 04 0100 - Masonry Restoration and Cleaning 04 2000 - Unit Masonry 04 4200 - Exterior Stone Cladding 04 4316 - Stone Fabrications **DIVISION 05 -- METALS** 05 1200 - Structural Steel Framing 05 2100 - Steel Joist Framing 05 3100 - Steel Decking 05 4000 - Cold-Formed Metal Framing **DIVISION 06 -- WOOD, PLASTICS, AND COMPOSITES** 06 1000 - Rough Carpentry 06 4100 - Architectural Wood Casework 06 6400 - Plastic Paneling **DIVISION 07 -- THERMAL AND MOISTURE PROTECTION** 07 1010 - General Roofing Considerations 07 1113 - Bituminous Dampproofing 07 2100 - Thermal Insulation 07 2500 - Weather Barriers 07 4243 - Fiber Cement Panels 07 5400 - Thermoplastic Membrane Roofing 07 6200 - Sheet Metal Flashing and Trim 07 7100 - Roof Specialties 07 8400 - Firestopping 07 9005 - Joint Sealers **DIVISION 08 -- OPENINGS** 08 1113 - Hollow Metal Doors and Frames 08 1416 - Flush Wood Doors 08 3100 - Access Doors and Panels 08 3513 - FF300 Four Fold Door System 08 4313 - Aluminum-Framed Storefronts 08 7100 - Door Hardware 08 8000 - Glazing 08 8300 - Mirrors

DIVISION 09 -- FINISHES

09 2116 - Gypsum Board Assemblies 09 3000 - Tiling 09 5100 - Acoustical Ceilings 09 6500 - Resilient Flooring 09 6566 - Resilient Athletic Flooring 09 6700 - Fluid-Applied Flooring 09 6813 - Tile Carpeting 09 7800 - Interior Wall Paneling 09 9113 - Exterior Painting 09 9123 - Interior Painting **DIVISION 10 -- SPECIALTIES** 10 1400 - Signage 10 2400 - Rooftop Mechanical Screen 10 2600 - Wall and Door Protection 10 2601 - Wall and Corner Guards 10 2800 - Toilet, Bath, and Laundry Accessories 10 5113 - Metal Lockers **DIVISION 11 -- EQUIPMENT** 11 4000 - Foodservice Equipment **DIVISION 12 -- FURNISHINGS** 12 2400 - Window Shades 12 3200 - Manufactured Wood Casework 12 3600 - Countertops **DIVISION 22 -- PLUMBING** 22 0516 - Expansion Fittings and Loops for Plumbing Piping 22 0517 - Sleeves and Sleeve Seals for Plumbing Piping 22 0519 - Meters and Gages for Plumbing Piping 22 0523 - General-Duty Valves for Plumbing Piping 22 0529 - Hangers and Supports for Plumbing Piping and Equipment 22 0548 - Vibration and Seismic Controls for Plumbing Piping and Equipment 22 0553 - Identification for Plumbing Piping and Equipment 22 0716 - Plumbing Equipment Insulation 22 0719 - Plumbing Piping Insulation 22 1005 - Plumbing Piping 22 1006 - Plumbing Piping Specialties 22 1123 - Domestic Water Pumps 22 3000 - Plumbing Equipment 22 4000 - Plumbing Fixtures DIVISION 23 -- HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC) 23 0516 - Expansion Fittings and Loops for HVAC Piping 23 0517 - Sleeves and Sleeve Seals for HVAC Piping 23 0529 - Hangers and Supports for HVAC Piping and Equipment 23 0548 - Vibration and Seismic Controls for HVAC 23 0553 - Identification for HVAC Piping and Equipment 23 0593 - Testing, Adjusting, and Balancing for HVAC 23 0713 - Duct Insulation 23 0716 - HVAC Equipment Insulation 23 0719 - HVAC Piping Insulation 23 0913 - Instrumentation and Control Devices for HVAC 23 0923 - Direct-Digital Control System for HVAC 23 0993 - Sequence of Operations for HVAC Controls 23 1123 - Facility Natural-Gas Piping 23 2300 - Refrigerant Piping

23 3100 - HVAC Ducts and Casings 23 3300 - Air Duct Accessories 23 3423 - HVAC Power Ventilators 23 3600 - Air Terminal Units 23 3700 - Air Outlets and Inlets 23 3813 - Commercial-Kitchen Hoods 23 5533 - Fuel-Fired Unit Heaters 23 7416 - Packaged Rooftop Air-Conditioning Units 23 7433 - Dedicated Outdoor Air Units 23 8126.13 - Small-Capacity Split-System Air Conditioners 23 8200 - Convection Heating and Cooling Units **DIVISION 26 -- ELECTRICAL** 26 0505 - Selective Demolition for Electrical 26 0519 - Low-Voltage Electrical Power Conductors and Cables (600 V and Less) 26 0526 - Grounding and Bonding for Electrical Systems 26 0529 - Hangers and Supports for Electrical Systems 26 0533.13 - Conduit for Electrical Systems 26 0533.16 - Boxes for Electrical Systems 26 0533.23 - Surface Raceways for Electrical Systems 26 0553 - Identification for Electrical Systems 26 0573 - Overcurrent Protective Device Coordination Study 26 0583 - Wiring Connections 26 0923 - Lighting Control Devices 26 2416 - Panelboards 26 2726 - Wiring Devices 26 2816.16 - Enclosed Switches 26 3100 - Photovoltaic Collectors 26 3213 - Engine Generators 26 3600 - Transfer Switches 26 5100- Interior Lighting 26 5600- Exterior Lighting **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 28 4600 - Fire Detection and Alarm **DIVISION 31 -- EARTHWORK** 31 1000- Site Clearing 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**

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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)) COUNTY OF)
AFFIDAVIT
The undersigned, being duly sworn, hereby affirms and says that:
1. The undersigned is the of (job title)
(company name)
2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
 3. The company named herein that employs the undersigned: i. has contracted with or seeking to contract with the City of Bloomington to provide services; OR ii. is a subcontractor on a contract to provide services to the City of Bloomington.
 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

- 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.
- 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
Α.					
B.					
C. D.					
0.				Total	\$
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	ATTACHMENT 'C'
"E-Verify AFFIDAVIT"	
STATE OF INDIANA))SS:
	E-Verify AFFIDAVIT
The undersigned, being a	duly sworn, hereby affirms and says that:
2 The company named her	a. (job title) (company name) rein that employs the undersigned: ntracted with or seeking to contract with the City of Bloomington to provide services; OR
ii. is a sub	states that, to the best of his/her knowledge and belief, the company named herein does not nauthorized alien," as defined at 8 United States Code 1324a(h)(3).
	states that, to the best of his/her belief, the company named herein is enrolled in and
Signature	
Printed Name	
STATE OF INDIANA))SS:)
Refere me a Notary Public in and	d for said County and State, personally appeared and he foregoing this day of and
My Commission Expires:	
County of Residence:	Printed Name of Notary Public
My Commission #:	

ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA

COUNTY OF _____)

AFFIDAVIT

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

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

)

) SS:

(job title)

(company name)

2. The undersigned is duly authorized and has full authority to execute this Affidavit.

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

Signature

Printed Name
STATE OF INDIANA)		
COUNTY OF)SS: _)		
Before me, a Notary Public in and and acknowledged the execution of			
My Commission Expires:		ture of Notary Public	
County of Residence:		ed Name of Notary Public	
		ed 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 # ____

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 five 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)
is365 (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
Optional combination Bid – Bid Packages <u>NA</u> & NA
Alternate No. 1 (ADD/DEDUCT) No Bid
Alternate No. 2 ADD/DEDUCT) No Bid

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
Tatal Palanca 1021 Harrison	St Indianapolis IN 46202 -	Test and Balance
Gribbins Insulation 1400 E C	olumbia St Evansville IN 4	7711 - Duct and Pipe Insulation

In submitting this Bid, Bidder represents that:

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

Bidder has examined and carefully studied the Bidding Documents, the other related data Β. identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

No. 1	Dated	10-3-2024
No. 2	Dated	10-16-2024
No. 3	Dated	10-18-2024
No.	Dated	
	6	
SIGNATURE OF BIDDER	Alegraf E.	Stumpburg
Name of Bidder:	erad Servi	ceof Bloomington, Inc.
Date: 10/21/2	4	
By: <u>Gregory E.</u>	Humphrey	
Name Title Printed:	Treesuver	
Bidder Address:		
4710 W Ve	mal Pike	
Bloomingto	on IN 47404	
Telephone:812-339-91	14	
-		

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.

PURCHASE INFORMATION Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if 1. applicable) Request for Proposal (RFP) Sole Source Request for Quote (RFQ) Not Applicable (NA) **Emergency Purchase** Invitation to Bid (ITB) **Request for Qualifications** (RFQu) List the results of procurement process. Give further explanation where requested. 2. Yes No # of Submittals: 3 Yes No Was the lowest cost selected? (If no, L please state below why it was not.) Met city requirements? Met item or need requirements? Was an evaluation team used? Was scoring grid used? Were vendor presentations requested?

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

Woods Electrical was selected as the lowest bidder and have been verified to encompass the full scope of work. The full list of bidders were as follows:

Woods Electrical - \$610,175.00 Cassady Electric - \$624,000.00 Electric Plus - \$818,250.00

Max Litwin

Deputy Chief

Fire

Print/Type Name

Print/Type Title

Department

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 <u>Woods Electric Contractors</u>, (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.

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.

.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> 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.

4.01 <u>Retainage Amount.</u> 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 escrow agent 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 <u>Retainage Amount</u> 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
 - \$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.

•	Comput	ter Attack and Cyber Extortion	
	О	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
•	Networ	k Security Liability	
	0	Network Security Liability Limit – Annual Aggregate	\$1,000,000
	0	Network Security Liability Deductible – Per Occurrence	\$10,000
	Electro	nic 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.

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

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

5.08 Non-Discrimination

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

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

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

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

a. Has formulated its own Affirmative Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.

b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

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

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

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

5.09.02 <u>OR EQUAL</u>: 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 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.

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

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

<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	

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.

<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 alien. If the City 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 fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

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

5.19 Drug Testing Plan

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

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

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

DATE: City of Bloomington Bloomington Board of Public Works	
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

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

- BCO3 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.

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

Project Manual

Fire Marshal Design Release Report

DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

00 0101 - Project Title Page

00 0105 - Certifications Page

00 0110 - Table of Contents

00 0145 - Bid Form

CITY OF BLOOMINGTON SUBMITTER'S FORM

CITY OF BLOOMINGTON BIDDING DOCUMENTS TABLE OF CONTENTS

SECTION I: Invitation to Bidders

SECTION II: Instructions to Bidders

SECTION III: Unit Prices, Sample Bond Forms, Escrow Agreement

SECTION IV: Affirmative Action Plan Requiremnts

SECTION V: State Form No. 96, Questionnaire/Non-Collusion Affidavit

SECTION VI: General Conditions

SECTION VII: Special Conditions and Supplementary Conditions

SECTION VIII: Sample Agreement with Attachments

00 2213 - Architect's Supplementary Instructions to Bidders

- 00 7300 Architect's Supplementary Conditions
- DIVISION 01 GENERAL REQUIREMENTS
 - 01 1000 Summary

01 1200 - Multiple Contract Summary

- 01 1500 Procurement Substitution Procedures
- 01 1830 Field Engineering
- 01 2000 Price and Payment Procedures
- 01 2100 Allowances
- 01 2300 Alternates
- 01 2500 Substitution Procedures
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01 4000 - Quality Requirements 01 4219 - Reference Standards 01 5000 - Temporary Facilities and Controls 01 6000 - Product Requirements 01 7000 - Execution and Closeout Requirements 01 7050 - Temporary Construction Facilites - Multiple Contracts 01 7800 - Closeout Submittals **DIVISION 02 -- EXISTING CONDITIONS** 02 0810 - Cutting and Patching 02 4100 - Demolition Pre Demolition Asbestos Survey **Report of Geotechnical Engineering Investigation DIVISION 03 -- CONCRETE** 03 0516 - Underslab Vapor Barrier 03 1000 - Concrete Forming and Accessories 03 2000 - Concrete Reinforcing 03 3000 - Cast-in-Place Concrete **DIVISION 04 -- MASONRY** 04 0100 - Masonry Restoration and Cleaning 04 2000 - Unit Masonry 04 4200 - Exterior Stone Cladding 04 4316 - Stone Fabrications **DIVISION 05 -- METALS** 05 1200 - Structural Steel Framing 05 2100 - Steel Joist Framing 05 3100 - Steel Decking 05 4000 - Cold-Formed Metal Framing **DIVISION 06 -- WOOD, PLASTICS, AND COMPOSITES** 06 1000 - Rough Carpentry 06 4100 - Architectural Wood Casework 06 6400 - Plastic Paneling **DIVISION 07 -- THERMAL AND MOISTURE PROTECTION** 07 1010 - General Roofing Considerations 07 1113 - Bituminous Dampproofing 07 2100 - Thermal Insulation 07 2500 - Weather Barriers 07 4243 - Fiber Cement Panels 07 5400 - Thermoplastic Membrane Roofing 07 6200 - Sheet Metal Flashing and Trim 07 7100 - Roof Specialties 07 8400 - Firestopping 07 9005 - Joint Sealers **DIVISION 08 -- OPENINGS** 08 1113 - Hollow Metal Doors and Frames 08 1416 - Flush Wood Doors 08 3100 - Access Doors and Panels 08 3513 - FF300 Four Fold Door System 08 4313 - Aluminum-Framed Storefronts 08 7100 - Door Hardware 08 8000 - Glazing 08 8300 - Mirrors

DIVISION 09 -- FINISHES 09 2116 - Gypsum Board Assemblies 09 3000 - Tiling 09 5100 - Acoustical Ceilings 09 6500 - Resilient Flooring 09 6566 - Resilient Athletic Flooring 09 6700 - Fluid-Applied Flooring 09 6813 - Tile Carpeting 09 7800 - Interior Wall Paneling 09 9113 - Exterior Painting 09 9123 - Interior Painting **DIVISION 10 -- SPECIALTIES** 10 1400 - Signage 10 2400 - Rooftop Mechanical Screen 10 2600 - Wall and Door Protection 10 2601 - Wall and Corner Guards 10 2800 - Toilet, Bath, and Laundry Accessories 10 5113 - Metal Lockers **DIVISION 11 -- EQUIPMENT** 11 4000 - Foodservice Equipment **DIVISION 12 -- FURNISHINGS** 12 2400 - Window Shades 12 3200 - Manufactured Wood Casework 12 3600 - Countertops **DIVISION 22 -- PLUMBING** 22 0516 - Expansion Fittings and Loops for Plumbing Piping 22 0517 - Sleeves and Sleeve Seals for Plumbing Piping 22 0519 - Meters and Gages for Plumbing Piping 22 0523 - General-Duty Valves for Plumbing Piping 22 0529 - Hangers and Supports for Plumbing Piping and Equipment 22 0548 - Vibration and Seismic Controls for Plumbing Piping and Equipment 22 0553 - Identification for Plumbing Piping and Equipment 22 0716 - Plumbing Equipment Insulation 22 0719 - Plumbing Piping Insulation 22 1005 - Plumbing Piping 22 1006 - Plumbing Piping Specialties 22 1123 - Domestic Water Pumps 22 3000 - Plumbing Equipment 22 4000 - Plumbing Fixtures DIVISION 23 -- HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC) 23 0516 - Expansion Fittings and Loops for HVAC Piping 23 0517 - Sleeves and Sleeve Seals for HVAC Piping 23 0529 - Hangers and Supports for HVAC Piping and Equipment 23 0548 - Vibration and Seismic Controls for HVAC 23 0553 - Identification for HVAC Piping and Equipment 23 0593 - Testing, Adjusting, and Balancing for HVAC 23 0713 - Duct Insulation 23 0716 - HVAC Equipment Insulation 23 0719 - HVAC Piping Insulation 23 0913 - Instrumentation and Control Devices for HVAC 23 0923 - Direct-Digital Control System for HVAC 23 0993 - Sequence of Operations for HVAC Controls

23 1123 - Facility Natural-Gas Piping 23 2300 - Refrigerant Piping 23 3100 - HVAC Ducts and Casings 23 3300 - Air Duct Accessories 23 3423 - HVAC Power Ventilators 23 3600 - Air Terminal Units 23 3700 - Air Outlets and Inlets 23 3813 - Commercial-Kitchen Hoods 23 5533 - Fuel-Fired Unit Heaters 23 7416 - Packaged Rooftop Air-Conditioning Units 23 7433 - Dedicated Outdoor Air Units 23 8126.13 - Small-Capacity Split-System Air Conditioners 23 8200 - Convection Heating and Cooling Units **DIVISION 26 -- ELECTRICAL** 26 0505 - Selective Demolition for Electrical 26 0519 - Low-Voltage Electrical Power Conductors and Cables (600 V and Less) 26 0526 - Grounding and Bonding for Electrical Systems 26 0529 - Hangers and Supports for Electrical Systems 26 0533.13 - Conduit for Electrical Systems 26 0533.16 - Boxes for Electrical Systems 26 0533.23 - Surface Raceways for Electrical Systems 26 0553 - Identification for Electrical Systems 26 0573 - Overcurrent Protective Device Coordination Study 26 0583 - Wiring Connections 26 0923 - Lighting Control Devices 26 2416 - Panelboards 26 2726 - Wiring Devices 26 2816.16 - Enclosed Switches 26 3100 - Photovoltaic Collectors 26 3213 - Engine Generators 26 3600 - Transfer Switches 26 5100- Interior Lighting 26 5600- Exterior Lighting **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 28 4600 - Fire Detection and Alarm **DIVISION 31 -- EARTHWORK** 31 1000- Site Clearing 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

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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 sworn, hereby affirms and says that:
1. The undersigned is the of (job title)
(company name)
2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
 3. The company named herein that employs the undersigned: i. has contracted with or seeking to contract with the City of Bloomington to provide services; OR ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or

- by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
- 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*:

day of				\$
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D.				\$
nature nted Name ATE OF INDIANA UNTY OF Before me, a Notary Public day of Commission Expires:				\$
nature nted Name ATE OF INDIANA UNTY OF Before me, a Notary Public day of / Commission Expires:				
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	, 20			00
ounty of Residence:	Signa	ature of Notary Pu	blic	
ounty of Residence:	5.616			
	Drint	ed Name of Nota	ny Public	
	Plint		y i ublic	
mmission #:				
idders: Add extra sheet(s)				
Bidder fails to complete and exec jected by the CITY OF BLOOMIN	if needed.	idavit, his/her Bid	may be declar	red nonresponsive a

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 a. (job title) (company name)
a. (job title) (company name) 2. The company named herein that employs the undersigned: i. has contracted with or seeking to contract with the City of Bloomington to provide services; OR ii. is a subcontractor on a contract to provide services to the City of Bloomington.
 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 appearedand
acknowledged the execution of the foregoing this day of 20
My Commission Expires: Signature of Notary Public
County of Residence: Printed Name of Notary Public
My Commission #:

ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA

) SS:

)

COUNTY OF _____)

AFFIDAVIT

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

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

(company name)

2. The undersigned is duly authorized and has full authority to execute this Affidavit.

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

Signature

Printed Name

STATE OF INDIANA)		
)SS: COUNTY OF)		
Before me, a Notary Public in and for said County an and acknowledged the execution of the foregoing the secution of the foregoing the secution of the foregoing the secution of the foregoing the security of	nd State, personally appeared nis day of	20
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 # _____

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 Hundwed Ten Thousand One hundred Seventy Five, B610, 17500
Alternate No. 1 (ADD DEDUCT) 76,17500
Alternate No. 2 ADD/DEDUCT)
The contractor will (check one): invoice a single lump sum at the conclusion of the project.
Proposed start date for this project is $11/20/24$ and total of calendar days for completion of base bid. (date) is 375 days.
(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: \$
(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:
Public Works Project including all associated work per plans and specifications is for combination and
Public Works Project including all associated work per plans and specifications is for combination and packages:
Public Works Project including all associated work per plans and specifications is for combinator order packages: 2.
Public Works Project including all associated work per plans and specifications is for combination bid packages: 2. Optional combination Bid – Bid Packages&
Public Works Project including all associated work per plans and specifications is for combinator order packages: 2. 2. Optional combination Bid – Bid Packages& Alternate No. 1 (ADD/DEDUCT)

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
Phiedcom - 280	2 Washington Ave, Redford IN	Telecommunications

In submitting this Bid, Bidder represents that

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

Bidder has examined and carefully studied the Bidding Documents, the other related data 8. 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 No. Dated 10-17-2024
SIGNATURE OF BIDDER Junk Rubods Name of Bidder: Mooder Flactrical Contractors Inc.
Date: 10-21-2024
By: _ Ennifor Woods
Name Title Printed: <u>CEO President</u>
Bidder Address:
4180 N. Starnes Rd.
Bloomington IN 47404
Telephone: 812-876-7977



Board of Public Works Staff Report

Project/Event:
Petitioner/Representative:
Staff Representative:
Date:

Change Order 1 Engineering Department Jeremy Inman 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 INFORMATIC	DN	
1.	Check the box beside the procurer applicable) Request for Quote (RFQ)	ment method used to initiate this p Request for Proposal (RFP) Request for Qualifications	rocurement: (Attach a quote or bi	d tabulation if Not Applicable (NA)
2.		(RFQu)		Yes No
Ζ,		ocess. Give further explanation w	mere requested.	
	# of Submittals: N/A	Yes No	Was the lowest cost selected? (If no,	
	Met city requirements?	\checkmark	please state below why it was not.)	
	Met item or need requirements?		This is a change order in complian contract documents.	ce with the
	Was an evaluation team used?			
	Was scoring grid used?			
	Were vendor presentations requested?			

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

E&B was the contractor performing work on this job. They were needing 22 days added to the construction duration because of delays caused by the City of Bloomington while paving Weatherstone.

Jeremy Inman

Project Manager

Engineering

Print/Type Name

Print/Type Title

Department



City of Bloomington, Indiana 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
Туре	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 sta	art of work to Substantial Completion.			
Reason: SS 108.08 (b), Excusa	ble, 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:		10/28/2024
Hawthorne, Weatherstone Miller Neighbor	hood Greenway	Page 2 of 3

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:
Petitioner/Representative:
Staff Representative:
Date:

Change Order #3 Engineering Department Jeremy Inman 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 INFORM	1ATION
1.	Check the box beside the procurement method used to initiate applicable) Request for Quote (RFQ) Request for Proposal (F	
	Invitation to Bid (ITB) Request for Qualifica (RFQu)	tions Emergency Purchase (NA)
2.	List the results of procurement process. Give further explanat	ion where requested. Yes No
	# of Submittals: N/A Yes No Met city requirements? Image: Comparison of the sector of the	Was the lowest cost selected? (If no, please state below why it was not.) This is a change order in compliance with the contract documents.
	Were vendor presentations requested?	

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

Contract Price \$2,034,661.87 Change Order 3 \$12,069.27

Final Contract \$2,046,731.14

Jeremy Inman

Project Manager

Engineering

Print/Type Name

Print/Type Title

Department



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
Туре	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	rent	Cha	nge	Revi	sed
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Descri	ption								
0011	305-07464	SYS	\$90.000	279.000	\$25,110.00	12.500	\$1,125.00	291.500	\$26,235.00
PCC BASE PATCI	HING, 9 IN.								
					Fu	inding 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	715-05149	LFT	\$150.000	317.000	\$47,550.00	16.000	\$2,400.00	333.000	\$49,950.00
PIPE, TYPE 2, CIF	RCULAR, 12 IN.								
					Fu	inding 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	Ite	em ID	Unit		Quantity		Unit Price		Extension
Section: 1 - Descri	iption								
Change Order Details	:								10/28/2024
Downtown St Mainten	ance Project, (ENG	24 Downtowr	1)						Page 2 of 4

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
0110	720-45410	EACH	1.000	\$8,544.270	\$8,544.27
MANHOLE, C4					
			Fun	iding Details	
	, ,	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.



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

Typical Application 28

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







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>	Date		
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:	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)	2037
Legal Department Internal Tracking #: (Legal to fill in)	24-667
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.

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 INFORMATIC	N	
1.	Check the box beside the procurer applicable)	nent method used to initiate this p	rocurement: (Attach a quote or bio	d tabulation if
	Request for Quote (RFQ)	Request for Proposal (RFP)	Sole Source	Not Applicable (NA)
	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?		The design firm was selected base most qualified for the job not cost. practice for contracts of this type th	It is standard
	Was an evaluation team used?		considered in selection. Typically to qualified firm will design the most	the most
	Was scoring grid used?		project for the City.	
	Were vendor presentations requested?			

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

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

Kendall Knoke

Project Engineer

Engineering

Print/Type Name

Print/Type Title

Department

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 Article 1. Scope of Service, Article 4. Compensation, Exhibit A Scope of Work and Exhibit B Compensation: 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. Exhibits A and B are 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 Third Addendum to be executed on the day and year last written below.

OWNER

CONSULTANT

Kyla Cox Deckard President, Board of Public Works Trent Newport, PE, LS

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:

President

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:

	Total Section	\$2,500
	a. Design Changes for Hopewell East As-Builts	<u>\$1,000</u>
Β.	Road Design and Plan Preparation	
	 BRCJ Additional Survey – Hopewell East As-Built 	\$1,500
A.	Topographic Survey, Boundary, and Platting	



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.

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 \$7,495.13		
Total Dollar Amount of Contract:			
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.

Amount:

\$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 Finley		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 Li	ine: 408-15-150000-53990
	Jessica McClellan	• • •	signed by Jessica McClellan 24.10.17 16:14:08 -04'00'
Approved by:			Date:
	lassias McClellan Contro	ller	

Jessica McClellan - Controller

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. <u>Standard of Care</u> Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The Department shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.
- 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. <u>Independent Contractor Status</u> During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.
- 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. <u>Conflict of Interest</u> Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.
- 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. <u>Severability</u> The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Agreement 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. <u>Governing Law and Venue</u> This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.
- 15. <u>Non-Discrimination</u> Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, 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. <u>Notices</u> 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.** <u>Non-collusion:</u> 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 affirms and says that:

1. The undersigned is the ______ of Fire Dawgs, Inc.. (job title)

2. Fire Dawgs is contracting with The City of Bloomington to provide services.

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

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

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

Signature		
Printed name		
STATE OF INDIANA)		
) SS: COUNTY OF)		
	ounty and State, personally appeared	of
My Commission Expires:		
	Notary Public	
County of Residence:	Nouse Drives 1	
	Name Printed	
	Commission Number	

EXHIBIT "D" AFFIDAVIT REGARDING NON-COLLUSION

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

has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by ______, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

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

Dated this day of	, 2024.	
Signature	_	
Printed name	_	
STATE OF INDIANA)		
) SS: COUNTY OF)		
Before me, a Notary Public in and for said C and acknowledged th , 2024.	County and State, personally appeared	of
My Commission Expires:	Notary Public	
County of Residence:	Name Printed	
	Commission Number	_

INVOICE

Fire-Dawgs Bloomington	Invoice #	436
	Date	Tue Oct 22 2024
(812) 720-3294	Balance	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 1 1
are at on the property, our transportation fees and our	· ·		:
disposal fees. It will also include our time and efforts to	:		
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			
upon completion. This estimate will be valid for 90 days	: : :	:	
from the time of the estimate. Thank You for the	:	1	
opportunity to earn your business!			1
		:	

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."	1.00	0.00	0.00
		Sub total	7495.13
		Тах	0.00
		Tax Rate	0.000%
		Total	7495.13
		Balance	7495.13

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

Report: 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 in the amount of \$12,675.00

Recommendation and Supporting Justification: I recommend the change order repairs for the Walnut St. garage stairwell tower.

Cost= \$202,775.00

Recommend \square **Approval** \square **Denial by:** *Jess Goodman*

CONTRACT COVER MEMORANDUM



TO: Adam Wason

FROM: Jess Goodman

DATE: 10/29/2024

RE: Change Order # 1 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)	Aleksandrina Pratt		
Record Destruction Date: (Legal to fill in)	2035		
Legal Department Internal Tracking #: (Legal to fill in)	24-668		
Due Date For Signature:	11/04/2024		
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.

City of Bloomington Contract and Purchase Justification Form

Vendor: Browning Chapman, LLC

Contract Amount: \$202,775.00

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 INFOR	MATION	l i i i i i i i i i i i i i i i i i i i	
1.	Check the box beside the procure applicable)	nent m	nethod used to initiate	e this pro	ocurement: (Attach a quote or bi	d tabulation if
	Request for Quote (RFQ)		Request for Proposal (RFP)	Sole Source	Not Applicable (NA)
	Invitation to Bid (ITB)		Request for Qualifica (RFQu)	ations	Emergency Purchase	
2.	List the results of procurement p	rocess.	. Give further explana	ation whe	ere requested.	Yes No
	# of Submittals:	Yes	No		Vas the lowest cost selected? (If no,	
	Met city requirements?	~		•	lease state below why it was not.) This is a Change Order for the Bro	wning
	Met item or need requirements?	~		(CHapman Walnut St. Garage Prev maintenance contract.	
	Was an evaluation team used?		~			
	Was scoring grid used?		~			
	Were vendor presentations requested?		✓			

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

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.

Jess Goodman

Parking Garage Manager

PW-Parking Services Division

Print/Type Name

Print/Type Title

Department

CHANGE ORDER NO.: 1

Owner:	City of Bloomington	Owner's Project N	o.: N/A
Engineer:	CE Solutions	Engineer's Project	No.: N/A
Contractor:	Browning Chapman LLC	Contractor's Proje	ct No.: N/A
Project:	Walnut Street Garage Rep	pairs	
Contract Name:	Agreement for Walnut Str	reet Garage Repairs	
Date Issued:	08/01/2024	Effective Date of Change Order:	Upon execution

The Contract is modified as follows upon execution of this Change Order:

Description:

Contractor did not have to do removal of existing traffic coating, decreasing the contract amount by \$49,000. Contractor also found some cracks and joints that need to be sealed in the stair tower of the west elevator, increasing the contract amount by 12, 675. Total change is a decrease of \$36,325.

Attachments: Change Order Proposal from Browning Chapman, LLC

Change in Contract Price N/A **Original Contract Times: Original Contract Price:** Substantial Completion: \$ \$239,100.00 Ready for final payment: [Increase] [Decrease] from previously approved [Increase] [Decrease] from previously approved Change Change Orders No.1 to No. [Number of previous Orders No. 1 to No. [Number of previous Change Order]: Change Order]: Substantial Completion: N/A Ready for final payment: \$ Contract Price prior to this Change Order: Contract Times prior to this Change Order: Substantial Completion: \$239,100.00 Ready for final payment: Ś Decrease this Change Order: [Increase] [Decrease] this Change Order: Substantial Completion: Ready for final payment: \$ \$36,325.00 Contract Price incorporating this Change Order: Contract Times with all approved Change Orders: Substantial Completion: Ready for final payment: \$ \$202,775.00

Change in Contract Times

Recommended by Engineer (if required)

Accepted by Contractor

By:		
Title:		
Date:		
	Authorized by Owner	Approved by Funding Agency (if applicable)
By:		
Title:		
Date:		

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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

Hall

Browning Chapman LL

INDIANA/CORPORATE 2101 BASTIAN COURT WESTFIELD, IN 46074 OFFICE: 317.608.2775 FLORIDA 13850 TREELINE AVENUE S SUITE 5 FORT MYERS, FL 33913 OFFICE: 239.674.6584 OHIO 11250 CORNELL PARK DRIVE SUITE 200 BLUE ASH, OH 45242 TEXAS 4419 WESTGROVE DRIVE ADDISON, TX 75001 OFFICE: 972.908.0028

BROWNING



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	lantion Food									
Account 43430 - Animal Ad	FOSTER-	01 refund adaption	Daid by Chade		10/20/2024	10/20/2024	11/00/2024		11/00/2024	00.00
Bethany Foster	101024	01-refund adoption fee-Adopted cat fell ill-	Paid by Check # 79307		10/29/2024	10/29/2024	11/06/2024		11/08/2024	90.00
	101024	10/10/24	# 75507							
James Latimer	LATIMER-	01-refund adoption	Paid by Check		10/29/2024	10/29/2024	11/08/2024		11/08/2024	40.00
	101424	fee-canine-10/14/24	# 79308							
Noah Rosado	ROSADO-	01-refund adoption	Paid by Check		10/29/2024	10/29/2024	11/08/2024		11/08/2024	60.00
	100824	fee-canine-10/8/24	# 79310				-		-	+100.00
			Accol	unt 43430 - An	imal Adoptioi	1 Fees otals	Invo	pice Transactions	3	\$190.00
Account 52210 - Institution		01 Mieroshina (COO)			10/20/2024	10/20/2024	11/00/2024		11/00/2024	2 026 41
4045 - Datamars, INC	893263	01-Microchips (600)	Paid by EFT # 62199		10/29/2024	10/29/2024	11/08/2024		11/08/2024	3,036.41
313 - Fastenal Company	INBLM236665	01-(24) Bleach	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	140.29
	1.121.1200000		62212			-0, -0, -0- :				2.0020
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	186.08
		& cat food	62232							
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	071644	Veterinary Food 01-Rabbit Food-	62232 Paid by Check		10/29/2024	10/29/2024	11/08/2024		11/08/2024	10.85
4349 - Kloger Linned Partnership I	0/1044				10/29/2024	10/29/2024	11/00/2024		11/00/2024	10.05
		cilantro								
4549 - Kroger Limited Partnership I	054858	01-Miralax & tuna	Paid by Check		10/29/2024	10/29/2024	11/08/2024		11/08/2024	21.33
			# 79292							
4549 - Kroger Limited Partnership I	117248	01-Cat milk for	Paid by Check		10/29/2024	10/29/2024	11/08/2024		11/08/2024	25.16
		medication	# 79292							
		compounding	Acco	unt 52210 - In	stitutional Su	nnlies Totals	Invo	oice Transactions	7	\$3,426.01
Account 52340 - Other Rep	airs and Mainte	nance	1000		Stitutional Sa	ppiles rotais	11100		,	45,120.01
874 - Lee Supply Corporation		01-Hand Washing Sink	Paid by FFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	162.16
	1		62265		,,	,, :	,,		,,	
			Account 52340	- Other Repair	r <mark>s and Maint</mark> e	nance Totals	Invo	oice Transactions	1	\$162.16
Account 53130 - Medical										
6529 - BloomingPaws, LLC	726271	01-Heartworm	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	169.84
		Treatment-Ol Goodboi	62166				_			
				Acco	unt 53130 - M	edical lotals	Invo	pice Transactions	1	\$169.84
Account 53210 - Telephone					10/20/2024	10/20/2024	10/20/2024		10/20/2024	44.07
13969 - AT&T Mobility II, LLC	28/29/4211321 024	06-cell phone chgs 09/12-10/11/24-Inv.	Paid by Check # 79262		10/30/2024	10/30/2024	10/30/2024		10/30/2024	41.07
	024	287297421132X101920								
		24								
				Account	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										
3892 - Midwest Color Printing, INC	INV-21501ACC	01-250 Business Cards	Paid by EFT #	÷	10/29/2024	10/29/2024	11/08/2024		11/08/2024	76.25
	111 21501/100	for Emily Herr	62275		10,23,2021	10/23/2021	11/00/202		11,00,2021	/0.25
		,		Αссοι	unt 53310 - Pr	rinting Totals	Inv	oice Transactions	1	\$76.25
Account 53510 - Electrical	Services									
223 - Duke Energy	19-10.23.24-	19-Fac Summary Elec	Paid by Check	í.	10/30/2024	10/30/2024	10/30/2024		10/30/2024	23.62
	FAC	Billing-08/29/24-	# 79268							
		10/01/2024		Account 53510	- Electrical Se	rvices Totals	Inv	oice Transactions	1	\$23.62
Account 53990 - Other Ser	vices and Charg	IAS			Electrical Se	a vices rotais	TIIA		1	φ25.02
4045 - Datamars, INC	894426	01-Microchip	Paid by EFT #	÷	10/29/2024	10/29/2024	11/08/2024		11/08/2024	19.98
	00.120	Registrations (2)	62199		-0, -0, -0	-0, -0, -0 - 1			,,	
			Account 53	8990 - Other Se	ervices and Ch	narges Totals	Inv	\$19.98		
				Prog	gram 010000	- Main Totals	Inv	oice Transactions	16	\$4,108.93
Program 010001 - Donations Over										
Account 52210 - Institutio			N		4.0.100.1000.4	10/00/0001			44/00/2024	570.45
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1TL1-JHMD- HMNL	01-leashes, backpack, treat pouches for	Paid by EFT # 62145		10/29/2024	10/29/2024	11/08/2024		11/08/2024	578.45
(Amazon.com Services LLC)		volunteer day walkers	02145							
			Acc	ount 52210 - In	stitutional Su	pplies Totals	Inv	oice Transactions	1	\$578.45
Account 53130 - Medical										
54639 - Shake Veterinary Services, INC	10396	01-Spay/Neuter	Paid by EFT #	÷	10/29/2024	10/29/2024	11/08/2024		11/08/2024	540.00
(Town & Country Vet		Surgeries-10/8/24	62326							+ = 40,00
			Account 53130 - Medical Totals Invoice Transactions 1 Program 010001 - Donations Over \$5K Totals Invoice Transactions 2							\$540.00
			Program 010001 - Donations Over \$5K Totals Department 01 - Animal Shelter Totals					oice Transactions oice Transactions	-	\$1,118.45 \$5,227.38
Department 02 - Public Works				Department	or - Allina 5		THA		10	\$J,227.30
Program 020000 - Main										
Account 46060 - Other Vio	lations									
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
5 /		was voided	# 79306							
				Account 4606	0 - Other Viol	ations Totals	Inv	oice Transactions	1	\$30.00
Account 52110 - Office Su										
8541 - Amazon.com Sales, INC	1JLD-P49M-	02-Binders, stapler,	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	202.82
(Amazon.com Services LLC)	M1CY	tape dispenser, sign holder, easel stand	62145							
				Account 521	10 - Office Su	pplies Totals	Inv	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		00 400 V I I D	D		10/00/0001	40,000,000,4	11 100 1000 1			
8658 - Kleindorfer's Hardware LLC	765019	02-400 Yardwaste Bags for Leaf Management	Paid by EFT # 62260		10/29/2024	10/29/2024	11/08/2024		11/08/2024	1,440.00
		Project	02200							
		Troject		Account 524	20 - Other Su	pplies Totals	Invo	oice Transactions	1	\$1,440.00
Account 53910 - Dues and	Subscriptions									1,
7450 - International City/County	988102 OCT	02-ICMA Membership	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	200.00
Management Association	2024	Renewal-Nate Nickel	62248							
			Account	53910 - Due	s and Subscri	ptions Totals	Invo	oice Transactions	1	\$200.00
Account 53990 - Other Ser	vices and Charg	es								
7146 - Routeware, INC	INV-036081	02-Recollect Recycling	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	15,828.72
		Education Software	62317							
		2025 Annual Support	Account 530	00 - Other Se	ervices and Ch	arges Totals	Inv	oice Transactions	1	\$15,828.72
			Account 332		gram 020000 ·	-		pice Transactions		\$17,701.54
					nt 02 - Public \			pice Transactions		\$17,701.54
Department 03 - City Clerk				Departmen			11100		5	φ17,701.51
Program 030000 - Main										
Account 53210 - Telephone	e									
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	164.28
	024	09/12-10/11/24-Inv.	# 79262							
		287297421132X101920								
		24		Account	53210 - Tele	nhana Totolo	Terry	oice Transactions	. 1	\$164.28
					gram 030000 ·			pice Transactions		\$164.28
					ment 03 - City			pice Transactions		\$164.28
Department 04 - Economic & Sustaina	ble Dev			Depuit	inche ob oney		11100		-	<i>410</i> 1.20
Program 040000 - Main										
Account 52420 - Other Sur	pplies									
8541 - Amazon.com Sales, INC	17J4-1QWG-	04-Acrylic Sign Stand	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	38.09
(Amazon.com Services LLC)	3C7D	Holders - 12 pk	62145							
4549 - Kroger Limited Partnership I	109937	04-Duke Mural Supplies	,		10/29/2024	10/29/2024	11/08/2024		11/08/2024	34.76
		(paper towels & ice)	# 79292	A account F34	20 Other Cu	nullas Tatala	Time	ico Troncostiono		<u>472.0Γ</u>
Account E2170 - Mat Eas	Concultante an	d Workshops		ACCOUNT 524	20 - Other Su	ppiles Totals	Invo	pice Transactions	Z	\$72.85
Account 53170 - Mgt. Fee, 8737 - ADS Consulting INC (Stone	10440	04-Phase Two of the	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	1,180.00
Municipal Group)	10440	Abatement Review July	,		10/29/2024	10/29/2024	11/00/2024		11/00/2024	1,100.00
		& Aug 2024	02112							
		-								



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 & Sustaina	ble Dev									
Program 040000 - Main										
Account 53170 - Mgt. Fee,										
8737 - ADS Consulting INC (Stone	10441	04-Phase Two-	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	1,872.00
Municipal Group)		Abatement Review	62142							
		EZID Review July & Aug 2024								
			53170 - Mgt.	Fee. Consulta	nts. and Work	shons Totals	Inve	oice Transactions	2	\$3,052.00
Account 53210 - Telephon	e			,					-	40,002.00
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	82.14
	024	09/12-10/11/24-Inv.	# 79262		10,00,201	10,00,101	10,00,101			0202
		287297421132X101920								
		24								
				Account	53210 - Tele	phone Totals	Invo	pice Transactions	1	\$82.14
Account 53230 - Travel										
8368 - Holly Warren	CODA-10.2024				10/29/2024	10/29/2024	11/08/2024		11/08/2024	211.90
		CODA Summit 2024-	62355							
		Cincinnati-10/17-10/18		1.00	52220	Turnual Tatala	Time	ico Troncostiono		¢211.00
Account 52000 Crowto				ACC	count 53230 -	I ravel Totals	TUA	pice Transactions	1	\$211.90
Account 53960 - Grants		04 2024 PAC			10/20/2024	10/20/2024	11/00/2024		11/00/2024	2 000 00
3423 - Arts Alliance Of Greater Bloomingto	2024	04-2024 BAC Operations Arts Grant -	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	2,000.00
	2024	AAGB	02130							
9487 - Paint Bloomington LLC	BACGRANT-	04-BAC Arts Proj Grant	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	990.00
J. I. I. J. J. J. J. I.	2024	- Paint Bloomington-B.	62292		-, -, -	-, -, -	,, -		,, -	
		Ballinger								
4041 - Reimagining Opera For Kids, LLC	BACGRANT-	04-2024 BAC	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	2,876.00
	2024	Operations Grant	62312							
9513 - Iris Rosa	BACGRANT-	04-BAC Arts Project	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	3,000.00
	2024	Grant - Iris Rosa	62315	٨٥٥	ount 53960 - (Srante Totale	In)//	oice Transactions	1	\$8,866.00
Account 53970 - Mayor's F	Promotion of Rus	inocc		ACC	ount 33900 - (THA		T	\$0,000.00
818 - Everywhere Signs, LLC	61675	04-(6) WonderLab	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	370.00
010 - Everywhere Signs, EEC	010/5	Mural Sign	62211		10/23/2024	10/23/2024	11/00/2024		11/00/2024	570.00
			Account 5397() - Mavor's Pro	omotion of Bu	siness Totals	Invo	oice Transactions	1	\$370.00
Account 53990 - Other Se	vices and Charg									
9526 - Boonyama LLC	7	04-Repair to Rogers	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	1,970.00
	-	Family Park Sculpture	62171		_ , _ , _ , _ , _ , _ , _ ,	_ , _ , _ , _ , _ , _ ,	,,		,,	2,07 5100
7532 - Christina Elem	021	04-Consulting Services	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	2,320.00
		for public art 09/02/24-	62207							
		09/30/24					_			
			Account 53	990 - Other Se		0		pice Transactions		\$4,290.00
				Pro	gram 040000	- Main Totals	Invo	pice Transactions	13	\$16,944.89



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)										
			Departmer	nt 04 - Economi	c & Sustainab	le Dev Totals	Inv	pice Transactions	13	\$16,944.89
Department 05 - Common Council										
Program 050000 - Main										
Account 52110 - Office Su										
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 Name - Lisa Lehner	62254							
6530 - Office Depot, INC	388629064001	05 - Webcam	Paid by EFT #	¥	10/29/2024	10/29/2024	11/08/2024		11/08/2024	25.61
	00002000.002		62287		-0, -0, -0- :	-0, -0, -0 - 1			,, :	
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	10 - Office Su	pplies Totals	Inv	pice Transactions	3	\$109.60
Account 53210 - Telephone				l-	10/20/2024	10/20/2024	10/20/2024		10/20/2024	41.07
13969 - AT&T Mobility II, LLC	28/29/4211321 024	06-cell phone chgs 09/12-10/11/24-Inv.	Paid by Checl # 79262	K	10/30/2024	10/30/2024	10/30/2024		10/30/2024	41.07
	024	287297421132X101920								
		24								
				Account	53210 - Tele	phone Totals	Inv	oice Transactions	1	\$41.07
					gram 050000 ·			oice Transactions		\$150.67
				Department O	5 - Common C	ouncil Totals	Inv	pice Transactions	4	\$150.67
Department 06 - Controller's Office										
Program 060000 - Main										
Account 47120 - Sale of Pr	. ,									
208 - City Of Bloomington Utilities	2023-	06-Gov Deals sale-Unit		k	10/29/2024	10/29/2024	11/08/2024		11/08/2024	2,575.00
	00080172A	610	# 79280	Account 4713	0 - Sale of Pro	anorty Totals	Inv	oice Transactions	1	\$2,575.00
Account 53170 - Mgt. Fee,	Consultants an	d Workshops			o - Sale of Fit	opercy rotais	TIIV		1	φ 2, 575.00
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
	01 110010	& State Gov't Affairs-	62241		-0, -0, -0- :	-0, -0, -0 - 1				1,000100
		Lobbying-Sept 2024								
		Account	53170 - Mgt	. Fee, Consulta	-	-		pice Transactions	-	\$17,500.00
					gram 060000			pice Transactions		\$20,075.00
				Department 06	- Controller's	Office Totals	Inv	pice Transactions	2	\$20,075.00
Department 07 - Engineering										
Program 070000 - Main	and Table									
Account 52430 - Uniforms		1E Cafab uvada for		ц	10/20/2024	10/20/2024	11/00/2024		11/00/2024	400.02
15449 - Rosen & Rosen Industries (R&R Industries)	678211	15-Safety vests for Engineering Staff (34)	Paid by EFT a 62316	+	10/29/2024	10/29/2024	11/08/2024		11/08/2024	400.92
110050105)				Account 52430 -	Uniforms and	Tools Totals	Inv	oice Transactions	1	\$400.92
			,				1110		-	+



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										
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	934.16
		21		Account	53210 - Tele	phone Totals	Invo	pice Transactions	1	\$934.16
Account 53240 - Freight / (Other									
15449 - Rosen & Rosen Industries (R&R Industries)	678211	15-Safety vests for Engineering Staff (34)	Paid by EFT # 62316		10/29/2024	10/29/2024	11/08/2024		11/08/2024	67.67
				Account 532	40 - Freight /	Other Totals	Invo	pice Transactions	1	\$67.67
Account 53990 - Other Serv					4.0.10.0.10.00.4	4.0.100.1000.4			44 (00 (000 4	507 50
11272 - Patriot Engineering And Enviromental, INC	141165	07 - Geotechnical Services through 09/29/24	Paid by EFT # 62295		10/29/2024	10/29/2024	11/08/2024		11/08/2024	597.50
			Account 53	990 - Other Se	ervices and Ch	arges Totals	Invo	oice Transactions	1	\$597.50
				Pro	gram 070000 ·	- Main Totals	Invo	pice Transactions	4	\$2,000.25
Department 09 - CFRD				Departme	ent 07 - Engine	eering Totals	Invo	pice Transactions	4	\$2,000.25
Program 090000 - Main Account 53210 - Telephone	2									
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	164.78
				Account	53210 - Tele	phone Totals	Invo	pice Transactions	1	\$164.78
Account 53960 - Grants										
1618 - Beacon,INC (Shalom)	HB2024-17	09-CFRD Sponsorship Table of 8 for Beacon Halloween Bash 2024	Paid by EFT # 62160		10/29/2024	10/29/2024	11/08/2024		11/08/2024	520.00
					ount 53960 - 0			pice Transactions	-	\$520.00
					gram 090000 ·			pice Transactions	-	\$684.78
				D	epartment 09 -	CFRD Totals	Invo	pice Transactions	2	\$684.78


Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date P	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 10 - Legal										
Program 100000 - Main										
Account 53160 - Instructio		10 Englished and Law			10/20/2024	10/20/2024	11/00/2024		1 /00 /2024	045.00
6807 - National Employment Law Institute	249web-70750	10-Employment Law Conference Webinar- Brittingham-11/19- 11/21/24	Paid by EFT # 62284		10/29/2024	10/29/2024			11/08/2024	845.00
Account 53910 - Dues and	Subcorintions			Account	53160 - Instr	uction lotals	INV	oice Transactions 1	L	\$845.00
4652 - Indiana State Bar Association	300091761	10-Membership Dues -	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	1	1/08/2024	166.00
	500091701	Marjorie Rice	62245		10/29/2024	10/23/2024	11/00/2024	1	11/00/2024	100.00
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
			Account	t 53910 - Due	s and Subscri	ptions Totals	Inv	oice Transactions 2	2	\$217.75
				Pro	gram 100000	- Main Totals	Inv	oice Transactions 3	3	\$1,062.75
				D	epartment 10 -	Legal Totals	Inv	oice Transactions 3	3	\$1,062.75
Department 11 - Mayor's Office Program 110000 - Main Account 52420 - Other Sup	nlies									
7149 - Namify, LLC	1368271	11-4 Name Tags for	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	1	1/08/2024	59.56
	15002/1	City Hall Staff	62282		10/23/2021	10/23/2021	11/00/2021	-	1,00,2021	55.50
7149 - Namify, LLC	1379523	11-Name Tags-City Hall Staff A. Shannon. Jane. K Mullen			10/29/2024	10/29/2024	11/08/2024	1	11/08/2024	59.55
				Account 524	20 - Other Su	pplies Totals	Inv	oice Transactions 2	2	\$119.11
				Pro	gram 110000	- Main Totals	Inv	oice Transactions 2	2	\$119.11
				Department	t 11 - Mayor's	Office Totals	Inv	oice Transactions 2	2	\$119.11
Department 12 - Human Resources Program 120000 - Main Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC		06-cell phone chgs 09/12-10/11/24-Inv. 287297421132X101920	Paid by Check # 79262		10/30/2024	10/30/2024	10/30/2024	1	10/30/2024	94.18
		24		Account	t 53210 - Tele	nhone Totale	Inv	oice Transactions 1		\$94.18
Account 53320 - Advertisin	a			Account	55210 - Tele		TIIV		L	φ 3 -10
9148 - Office Easel LLC	117558A	12- HR Banners and Posters	Paid by EFT # 62288		10/29/2024	10/29/2024	11/08/2024	1	11/08/2024	1,363.00
				Account	53320 - Adve	r tising Totals	Inv	oice Transactions 1	L .	\$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 Ser	vices and Charg	00								
585 - Bloomington Public Transportation	10750	12- City Employee Pass	Paid by FET #		10/20/2024	10/29/2024	11/08/2024		11/08/2024	240.00
Corporation	10750	Program BT Rides July- September 2024			10/29/2024	10/25/2024	11/00/2027		11/00/2024	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		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	rvices and Ch	arges Totals	Inv	oice Transactions	5 3	\$30,953.32
					ram 120000 -		Inv	oice Transactions	5 5	\$32,410.50
			I	Department 12 -	Human Reso	ources Totals	Inv	oice Transactions	5 5	\$32,410.50
Department 13 - Planning Program 130000 - Main Account 53210 - Telephone										
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	369.63
	024	09/12-10/11/24-Inv. 287297421132X101920 24	# 79262		10,00,2021	10,50,2021	10,00,202		10/30/2021	565.65
		21		Account	53210 - Telej	phone Totals	Inv	oice Transactions	5 1	\$369.63
Account 53990 - Other Ser	vices and Charg	es								
6235 - Toole Design Group, LLC	CMH.00196_15	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 Prog	rvices and Ch ram 130000 -	-		oice Transactions oice Transactions		\$9,513.21 \$9,882.84
Program 132000 - MPO										
Account 53990 - Other Ser										
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		11/08/2024	4,000.01
			Account 53	990 - Other Se	rvices and Ch	arges Totals	Inv	oice Transactions	5 1	\$4,000.01
				Prog	jram 132000 ·	- MPO Totals	Inv	oice Transactions	5 1	\$4,000.01
				Depar	ment 13 - Pla	nning Totals	Inv	oice Transactions	5 3	\$13,882.85
Department 19 - Facilities Maintenanc Program 190000 - Main	e									
Account 52310 - Building N	laterials 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



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 Maintenanc Program 190000 - Main	e									
Account 52310 - Building I	Naterials and S	unnlies								
8541 - Amazon.com Sales, INC	13TR-4WMN-	19 - fluorescent light	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	26.32
(Amazon.com Services LLC)	31NF	covers for City Hall	62145		10/20/2021	10, 20, 202 1	11,00,2021		11,00,2021	20102
8541 - Amazon.com Sales, INC	1C9P-76N3-	19 - fluorescent light	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	36.99
(Amazon.com Services LLC)	N6N7	covers for City Hall 2x4	62145							
400 Black Lumber Co. INC	F07704	size			10/20/2024	10/20/2024	11/00/2024		11/00/2024	127.04
409 - Black Lumber Co. INC	587784	19 - Hammer Drill, Rust-oleum	Paid by EFT # 62164		10/29/2024	10/29/2024	11/08/2024		11/08/2024	137.94
409 - Black Lumber Co. INC	588029	19- Freud Diablo 7 1/4"			10/29/2024	10/29/2024	11/08/2024		11/08/2024	24.99
		for Facilities	62164			,,	,,		,,	
293 - J&S Locksmith Shop, INC	261205	19- 3 Keys for Facilities	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	15.00
	761100		62253		10/00/0001	10/00/0004				60.45
8658 - Kleindorfer's Hardware LLC	761122	19-4 Broom & Dustpans & 1 - Pruners	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	62.45
		for Facilities	02200							
8658 - Kleindorfer's Hardware LLC	762117	19 - Epoxy, pik stik,	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	110.24
		tube sand, brass st,	62260							
		nuts, plug, screen					_			
	and Table		Account 52310	- Building Mat	terials and Su	pplies Totals	Invo	oice Transactions	8	\$778.85
Account 52430 - Uniforms	1PCT-9VTM-	10 Dhana araaa			10/20/2024	10/20/2024	11/00/2024		11/00/2024	41.00
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	M6RQ	19 - 2 Phone cases	Paid by EFT # 62145		10/29/2024	10/29/2024	11/08/2024		11/08/2024	41.88
8541 - Amazon.com Sales, INC	1JN6-47VC-	19 - 6 trash	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	239.95
(Amazon.com Services LLC)	RXFQ	pickers/grabbers	62145		-, -, -	-, -, -	,, -		, , -	
4574 - John Deere Financial f.s.b. (Rural	295021	19 - Drum liners, trash	,		10/29/2024	10/29/2024	11/08/2024		11/08/2024	242.08
King)		bags, brooms, Shovel &	# 79291							
19171 - Vestis Group, INC (FKA Aramark)	4080151243	Hoes 19 - Pants for R. Flake	Paid by FFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	14.20
	4000131243	- 10/17/2024	62350		10/23/2024	10/23/2024	11/00/2024		11/00/2024	17.20
19171 - Vestis Group, INC (FKA Aramark)	4080150156		Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	14.20
		- 10/10/24	62350						•	
			Ac	count 52430 -	Uniforms and	Tools Totals	Invo	oice Transactions	5	\$552.31
Account 53140 - Extermina										
51538 - Economy Termite & Pest Control,	63676	19-monthly pest control-Counsel -	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	75.00
INC		10/18/24	62206							
		10/10/24	Accou	unt 53140 - Ex t	terminator Se	rvices Totals	Invo	ice Transactions	1	\$75.00
Account 53510 - Electrical	Services									1
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	10,189.63
	FAC	Billing-08/29/24-	# 79268						-	·
		10/01/2024					-			+10,100,67
			A	Account 53510 ·	- Electrical Se	rvices Totals	Invo	pice Transactions	1	\$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 Maintenance	e									
Program 190000 - Main Account 53610 - Building R	onaire									
321 - Harrell Fish, INC (HFI)	C016873	19-SA City Hall	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	2,088.00
	010075	quarterly planned maintenance-Oct 2024 October	62228		10/23/2024	10/25/2024	11/00/2024		11/00/2024	2,000.00
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
				Account 5361			Inve	pice Transactions	3	\$6,945.06
					gram 190000 ·			pice Transactions		\$18,540.85
			Depa	artment 19 - Fac	cilities Mainte	nance Totals	Invo	pice Transactions	18	\$18,540.85
Department 20 - Street										
Program 20CRED - STREET CRED Account 54510 - Other Cap	ital Outlays									
4186 - Carrier & Gable, INC	IN42056	20-MioVision Video	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	130,250.00
	1112050	detection for 5 intersections	62186		10/25/2021	10/25/2021	11/00/2021		11/00/2021	150,250.00
			Acco	ount 54510 - Ot	her Capital O	utlays Totals	Invo	oice Transactions	1	\$130,250.00
				Program 20Cl	RED - STREET	CRED Totals	Invo	pice Transactions	1	\$130,250.00
				De	partment 20 - 3	Street Totals	Invo	pice Transactions	1	\$130,250.00
Department 26 - Parking Program 26CRED - PARKING CRED Account 54510 - Other Cap	ital Outlavs									
7453 - Browning Chapman, LLC	BRWNWALNGA	26-Walnut Garage-prev	Paid by FFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	104,571.25
	R-APP1	maintenance-period to 9/30/24-App 1	,						,,	
			Acco	ount 54510 - Ot	her Capital O	utlays Totals	Invo	oice Transactions	1	\$104,571.25
				Program 26CRE	D - PARKING	CRED Totals	Invo	pice Transactions	1	\$104,571.25
Department 28 - ITS Program 280000 - Main	velice			Depa	artment 26 - Pa	arking Totals	Invo	bice Transactions	1	\$104,571.25
Account 52110 - Office Sup 6530 - Office Depot, INC	391300804001	28-2024 Copy Paper	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	384.00
osso once bepol, inc	571500000001	Supply at Shower Building	62287		10/23/2027	10/25/2027	11/00/2027		11/00/2027	507.00
		2		Account 521	10 - Office Su	pplies Totals	Invo	oice Transactions	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										
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
		27		Account	53210 - Tele	phone Totals	Inv	pice Transactions	3	\$35,739.55
					gram 280000 ·			oice Transactions		\$36,123.55
					Department 28			pice Transactions		\$36,123.55
	4.7.)			Fund 101 - Ge	neral Fund (S	0101) Totals	Inv	pice Transactions	86	\$399,909.65
Fund 103 - Restricted Donations(ord 05 Department 06 - Controller's Office	-17)									
Program 400101 - Animal Medical Se Account 53130 - Medical	ervices									
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
(Acco	unt 53130 - M	edical Totals	Inv	pice Transactions	10	\$1,541.10
			Program 4	400101 - Anim	al Medical Se	rvices Totals	Inv	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 & cat food	Paid by EFT # 62232		10/29/2024	10/29/2024	11/08/2024		11/08/2024	228.06
4586 - Hill's Pet Nutrition Sales, INC	251076659	01-Dog, puppy, kitten & cat food	Paid by EFT # 62232		10/29/2024	10/29/2024	11/08/2024		11/08/2024	224.00
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,	# 79291							
	22405600 050	vinegar, bleach			10/20/2024	10/20/2024	11/00/2024		11/00/2024	C 07
4633 - Midwest Veterinary Supply, INC	23495699-050	01-Buspirone tabs	Paid by EFT # 62276		10/29/2024	10/29/2024	11/08/2024		11/08/2024	6.87
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
	20100721 000	(L)	62276		10,20,2021	10, 23, 202 1	11,00,2021		11,00,2021	20120
4633 - Midwest Veterinary Supply, INC	23439721-000	01-Steroids, antibiotics,	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	125.47
		saline	62276							
4633 - Midwest Veterinary Supply, INC	23408350-150	01-vinyl exam gloves	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	105.49
	22400250 050	(L), ISO Gowns	62276		10/20/2024	10/20/2024	11/00/2024		11/00/2024	4.60
4633 - Midwest Veterinary Supply, INC	23408350-050	01-suture removal kit	Paid by EFT # 62276		10/29/2024	10/29/2024	11/08/2024		11/08/2024	4.68
				unt 52210 - In	stitutional Su	nnline Totals	Inve	oice Transactions	. 11	\$1,517.67
Account 52310 - Building I	Materials and Su	unnlies	Acco	unt 32210 - In	Stitutional Su	ppnes rotais	11100		11	\$1,517.07
409 - Black Lumber Co. INC	587422	01-Quikrete Concrete	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	60.31
409 - Didek Lumber CO. INC	307422	Gravel (6), Mechanics	62164		10/23/2024	10/23/2024	11/00/2024		11/00/2024	00.51
		Gloves for Bench	02101							
			Account 52310	- Building Ma	terials and Su	pplies Totals	Invo	ice Transactions	1	\$60.31
				Program 40010			Invo	ice Transactions	12	\$1,577.98
Program 400105 - Animal Rescue W	/aggin'			-						
Account 52210 - Institutio										
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							
		-	Acco	unt 52210 - In	stitutional Su	pplies Totals	Invo	ice Transactions	1	\$282.06
			Program	400105 - Anir	nal Rescue Wa	aggin' Totals	Invo	ice 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	-									
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	ŀ	11/08/2024	1,900.00
			Account 53	8990 - Other Se	ervices and Ch	narges Totals	Inv	oice Transactions	1	\$1,900.00
		Pr	rogram 400201	- PW Neighbo	rhood Sidewa	ik Prg Totals	Inv	oice Transactions	1	\$1,900.00
				${\sf Department}\ {\bf 06}$	- Controller's	Office Totals	Inv	oice Transactions	24	\$5,301.14
			Fund 103	- Restricted Do	onations(ord ()5-17) Totals	Inv	oice Transactions	24	\$5,301.14
Fund 153 - LIT – Economic Developme	nt									
Department 04 - Economic & Sustaina Program 040000 - Main	ble Dev									
Account 53960 - Grants										
4505 - Bicycle Garage, INC	1010241654300 43	04-Go Bloomington Drawing eBike - 2025	Paid by Check # 79275		10/29/2024	10/29/2024	11/08/2024	ŀ	11/08/2024	2,299.99
136 - Girls INC Of Monroe County	SEEL-2024	04-SEEL Grant - Girls o Monroe County	f Paid by EFT # 62219	+	10/29/2024	10/29/2024	11/08/2024	ŀ	11/08/2024	10,000.00
504 - Housing Authority Of The City of Bloomington (BHA)	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
8075 - IFF (IFF Real Estate Services LLC)	INV-002916	04-Service Agreement- SEEL Assessments-RES Services-6/30/24	,	:	10/29/2024	10/29/2024	11/08/2024	ł	11/08/2024	2,500.00
				Acc	ount 53960 - (Grants Totals	Inv	oice Transactions	4	\$214,799.99
				Pro	gram 040000	- Main Totals	Inv	oice Transactions	4	\$214,799.99
			Department	t 04 - Economi	c & Sustainab	le Dev Totals	Inv	oice Transactions	4	\$214,799.99
Department 06 - Controller's Office Program 060000 - Main										
Account 53170 - Mgt. Fee,	Consultants, an	d Workshops								
19660 - Bose McKinney & Evans, LLP	891860	06-Annexation Remonstrances Sept 2024	Paid by EFT # 62172	÷	10/29/2024	10/29/2024	11/08/2024	ł	11/08/2024	11,301.40
			t 53170 - Mgt .	Fee, Consulta	nts, and Work	shops Totals	Inv	oice Transactions	1	\$11,301.40
			5	,	gram 060000		Inv	oice Transactions	1	\$11,301.40
				Department 06	5		Inv	oice Transactions	1	\$11,301.40
							2			// •



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	ent								
Department 19 - Facilities Maintenan	ice								
Program 190000 - Main									
Account 53990 - Other Se	ervices and Char	ges							
9281 - Jack Henry Bryant (H and K	INV-0000520	19-SA-DPW mowing -	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	650.00
Maintenance LLC)		September 2024	62178						
			Account 53	990 - Other S	ervices and Cl	harges Totals	Invo	pice Transactions 1	\$650.00
				Pro	gram 190000	- Main Totals	Inve	pice Transactions 1	\$650.00
			Depa	artment 19 - Fa	cilities Mainte	enance Totals	Invo	pice Transactions 1	\$650.00
			Fund 1	53 - LIT – Eco	nomic Develo	pment Totals	Invo	pice Transactions 6	\$226,751.39
Fund 160 - IFA CoronaVirus Relief Fnd	d 21.019								
Department 06 - Controller's Office									
Program G20018 - IFA Corona Viru	us Relief Fund								
Account 53990 - Other Se		aes							
250 - Crowe LLP	CI-121238	12-Classification and	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	832.00
		Compensation Study 09/01/24-09/30/24	62197		-, -, -	-, -, -	,, -	,,	
			Account 53	990 - Other Se	ervices and Cl	harges Totals	Invo	pice Transactions 1	\$832.00
			Program G200	18 - IFA Coro	na Virus Relie	f Fund Totals	Invo	pice Transactions 1	\$832.00
			5	Department 06	- Controller's	Office Totals	Invo	pice Transactions 1	\$832.00
				IFA CoronaVir			Invo	pice Transactions 1	\$832.00
Fund 176 - ARPA Local Fiscal Recvry ((S9512)								1
Department 04 - Economic & Sustain									
Program G21005 - ARPA COVID Lo		/erv							
Account 53960 - Grants									
7256 - Bellwether Properties, LLC	213	04-300 W Hillside-	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	12,086.67
7250 Denwedier Hoperaes, Lee	213	Prorated Sept +October-December rent	62162		10/23/2021	10/23/2021	11,00,2021	11,00,2021	12,000.07
		-		Acc	ount 53960 - (Grants Totals	Invo	pice Transactions 1	\$12,086.67
		Prog	ram G21005 - A	RPA COVID L	ocal Fiscal Re	covery Totals	Invo	pice Transactions 1	\$12,086.67
		5		04 - Economi		-	Invo	pice Transactions 1	\$12,086.67
			1	ARPA Local Fis			Invo	pice Transactions 1	\$12,086.67
							TILA		<i><i><i>q</i>12,000.07</i></i>



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	. ,								
Account 53990 - Other Se		5							
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			12,495.00
				8990 - Other S		-		oice Transactions 1	\$12,495.00
			Program G2	3021 - 6.0 Tra	ining Grant (O	CDL B) Totals	Inv	oice Transactions 1	\$12,495.00
				De	epartment 20 -	Street Totals	Inv	oice Transactions 1	\$12,495.00
				Fund 249 -	Grants Non A	Approp Totals	Inv	oice Transactions 1	\$12,495.00
Fund 312 - Community Services Department 09 - CFRD									
Program 090001 - Com Serv - Blac									
Account 52420 - Other Su									
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
				Account 524	120 - Other Su	Ipplies Totals	Inv	oice Transactions 1	\$115.48
Account 53990 - Other Se	ervices and Char	ges							
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
			Account 53	990 - Other S	ervices and Cl	narges Totals	Inv	oice Transactions 1	\$168.45
			Program	090001 - Con	n Serv - Black	Males Totals	Inv	oice Transactions 2	\$283.93
Program 090016 - Com Serv - Safe Account 53990 - Other Se		ges							
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	11/08/2024	100.00
			Account 53	990 - Other S	ervices and Cl	harges Totals	Inv	oice Transactions 1	\$100.00
				n 090016 - Co i				oice Transactions 1	\$100.00
			egiun		epartment 09 -			oice Transactions 3	\$383.93
					Community Se			oice Transactions 3	\$383.93
					Sommunity Se		TIIA		400.90



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date Payment Date	Invoice Amount
Fund 450 - Local Road and Street(S070)6)								
Department 20 - Street Program 200000 - Main									
Account 53520 - Street Lig	ubte / Traffic Sig	nals							
223 - Duke Energy		02-Street Light (Misc	Paid by Check		10/30/2024	10/30/2024	10/30/2024	10/30/2024	8.70
225 - Duke Lileigy	01	Lights)-09/17/24- 10/16/24	# 79274		10/30/2024	10/30/2024	10/30/2024	10/30/2024	8.70
		10/10/24	Account 5352	0 - Street Ligl	hts / Traffic S	ianals Totals	Invo	pice Transactions 1	\$8.70
Account 53990 - Other Ser	vices and Charg	es		o blicct Ligi			11100		40.70
7239 - Azteca Systems Holdings, LLC	INV9236	02 - meeting for	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	225.00
· · _ · _ · _ · _ · _ · · · · · · ·		workflow and questions-10/9/24	62153		,, !	,,		,,	
		, ,,	Account 53	990 - Other Se	ervices and Ch	arges Totals	Invo	pice Transactions 1	\$225.00
				Prog	gram 200000 ·	- Main Totals	Invo	pice Transactions 2	\$233.70
				De	partment 20 -	Street Totals	Invo	pice Transactions 2	\$233.70
			Fund 45) - Local Road	and Street(S	0706) Totals	Invo	pice Transactions 2	\$233.70
Fund 451 - Motor Vehicle Highway(S07	'08)								
Department 20 - Street									
Program 200000 - Main									
Account 47120 - Sale of Pr									
208 - City Of Bloomington Utilities	2024- 00104074A	06-Gov Deals sale-Unit 618	Paid by Check # 79280		10/29/2024	10/29/2024	11/08/2024	11/08/2024	755.00
	00104074A	010	# 79200	Account 4712	0 - Sale of Pro	perty Totals	Invo	pice Transactions 1	\$755.00
Account 52210 - Institutio	nal Supplies						11100		φ, 55100
313 - Fastenal Company	INBLM235291	20-Tools & Supplies for	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	188.91
· ,		Crews-safety glasses,	62212						
		gloves, paint							
786 - Richard's Small Engine, INC	560778	20-Forest Helmet &	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	147.98
		Insulator for tree crew	62313	ınt 52210 - In :	ctitutional Su	nnline Totale	Inve	pice Transactions 2	\$336.89
Account 52420 - Other Sup	nnlies		ACCOL	int 32210 - 11	stitutional Su	ppiles Totals	THAC		\$330.09
409 - Black Lumber Co. INC	586925	20-Tools & Supplies-	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	25.98
ios Black Lamber Co. Inc	500525	Traffic Crews-rags in a			10/25/2021	10/20/2021	11,00,2021	11,00,2021	25.50
		box, solvent							
409 - Black Lumber Co. INC	586955	20-Tools & Supplies-	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	26.55
	507404	SW Crews-lumber	62164		10/00/0001	10/00/0004			
	587401	20-Tools & Supplies for Sidewalk Crews			10/29/2024	10/29/2024	11/08/2024	11/08/2024	41.51
409 - Black Lumber Co. INC		Sluewalk Crews	62164		10/29/2024	10/29/2024	11/08/2024	11/08/2024	89.94
	230755	20-(6) 2 Gallon spraver	Paid by Check						
4574 - John Deere Financial f.s.b. (Rural	230755	20-(6) 2 Gallon sprayer for hauling trucks	Paid by Check # 79291		10/25/2021	10/25/2021	11/00/2021	11,00,2021	05.51
	230755 238628	20-(6) 2 Gallon sprayer for hauling trucks 20-Rubber Mats for			10/29/2024	10/29/2024	11/08/2024	11/08/2024	69.98
4574 - John Deere Financial f.s.b. (Rural King)	238628	for hauling trucks	# 79291						
4574 - John Deere Financial f.s.b. (Rural King) 4574 - John Deere Financial f.s.b. (Rural		for hauling trucks 20-Rubber Mats for	# 79291 Paid by Check				11/08/2024		



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 Department 20 - Street	08)									
Program 200000 - Main										
Account 52420 - Other Sup	oplies									
8658 - Kleindorfer's Hardware LLC	765791	20-Lexal dr for cabinet swap Traffic	Paid by EFT # 62260			10/29/2024			11/08/2024	101.41
Account 53130 - Medical				Account 524	20 - Other Su	pplies lotals	Inve	pice Transactions	/	\$360.65
231 - IU Health OCC Health Services	00162122-00	20-DOT 5 Panel E	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	50.00
	00102122 00	Screen Employees T. Brewer-9/24/24	62252		10,20,2021	10, 20, 202 1	11,00,2021		11,00,2021	50100
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
				Acco	unt 53130 - M	edical Totals	Invo	pice Transactions	2	\$100.00
Account 53210 - Telephone					10/20/2024	10/20/2024			10/20/2024	264.44
13969 - AT&T Mobility II, LLC	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	364.14
				Account	53210 - Tele	phone Totals	Inve	pice Transactions	1	\$364.14
Account 53920 - Laundry a										
19171 - Vestis Group, INC (FKA Aramark)	4080150975	20-uniform rental (minus payroll ded)- 10/16/24	Paid by EFT # 62350		10/29/2024	10/29/2024	11/08/2024		11/08/2024	9.01
19171 - Vestis Group, INC (FKA Aramark)	4080150976	20-mat/towel services- 10/16/24	Paid by EFT # 62350		10/29/2024	10/29/2024			11/08/2024	42.50
			53920 - Launo	dry and Other	Sanitation Se	rvices Totals	Invo	pice Transactions	2	\$51.51
Account 53990 - Other Ser					10/20/2024	10/20/2024	11/00/2024		11/00/2024	712.00
50419 - Athens Technical Specialists, INC	INV110460	20-Calibration Service for MMU Tester	Paid by EFT # 62151		10/29/2024	10/29/2024	11/08/2024		11/08/2024	713.98
Lenore Baker	Baker 102924	20-Tort Claim-L. Baker, 7th St between			10/29/2024	10/29/2024	11/08/2024		11/08/2024	4,776.90
50944 - Cargill Deicing Techno	2910116658	Walnut/College 3.1.24 20-Brine equipment service repairs-salt pre/post seasonal	Paid by EFT # 62184		10/29/2024	10/29/2024	11/08/2024		11/08/2024	2,200.00
		p. 0, p. 00 000001101	Account 53	990 - Other Se	ervices and Ch	narges Totals	Invo	pice Transactions	3	\$7,690.88
					gram 200000		Inve	pice Transactions	18	\$9,659.07
					partment 20 -			pice Transactions		\$9,659.07
			Fund 451	- Motor Vehic	le Highway(S	0708) Totals	Invo	pice Transactions	18	\$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 - Institutio 5099 - Office Three Sixty, INC		26 nuch	Paid by EFT #		10/29/2024	10/29/2024	11/00/2024	11/08/2024	420.84
5099 - Office Three Sixty, INC	3006159	26-push broom,brooms,toilet	62289		10/29/2024	10/29/2024	11/06/2024	11/08/2024	420.04
		brush,cleaner,swifter	02205						
		pads,goo gone							
			Acco	unt 52210 - In	stitutional Su	pplies Totals	Inv	oice Transactions 1	\$420.84
Account 52310 - Building									
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
8658 - Kleindorfer's Hardware LLC	762302	cover graffiti 26-Hammer & pudy	62260 Paid by EFT #		10/29/2024	10/29/2024	11/00/2024	11/08/2024	20.37
6656 - Kielindonei s Hardware EEC	702302	knife	62260		10/29/2024	10/29/2024	11/00/2024	11/00/2024	20.37
			Account 52310	- Building Ma	terials and Su	pplies Totals	Inv	oice Transactions 2	\$34.35
Account 52420 - Other Su	pplies								
4964 - The Toledo Ticket Co	504717	26-spitter tickets for	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	4,565.61
		transient parkers for all	62341						
		garages		Account E24	20 - Other Su	melies Totala	Teur	oice Transactions 1	\$4,565.61
Account 53610 - Building	Ponairs			ACCOUNT 524	20 - Other Su	pplies Totals	THA		\$4,505.01
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
	210 1997	replace/seal roof	62155		10/20/2021	10, 23, 2021	11,00,2021	11,00,2021	1,000100
		exhaust pipe-caused							
		leak-10/4	//						
393 - Kone INC	871482562	26- Walnut Street	Paid by EFT # 62261		10/29/2024	10/29/2024	11/08/2024	11/08/2024	242.06
		Garage elevator maint 10/01/24-10/31/24	02201						
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		-, -, -	-, -, -	, , -	1 1 -	
		10/01/24-10/31/24							
393 - Kone INC	871482566	26- Trades District	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	1,063.28
		Garage elevator maint 10/01/24-10/31/24	62261						
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
	0,110200,	Garage elevator maint	,		10/20/2021	10, 23, 2021	11,00,2021	11,00,2021	1,000120
		10/01/24-10/31/24							
					0 - Building R	-		oice Transactions 5	\$4,486.09
					gram 260000			oice Transactions 9	\$9,506.89
			-		artment 26 - Pa			oice Transactions 9	\$9,506.89
			Fur	d 452 - Parki r	ng Facilities(S	9502) Totals	Inv	oice Transactions 9	\$9,506.89



Vender	Invoice No	Invoice Description	Ctatus	Hold Dopcon	Invoice Date	Due Data	C/I Data	Received Data Dayment Data	Invoice Amount
Vendor Fund 455 - Parking Meter Fund(S2141)	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Dale	G/L Date	Received Date Payment Date	Invoice Amount
Department 26 - Parking									
Program 260000 - Main									
Account 52340 - Other Rep	pairs and Mainte	enance							
313 - Fastenal Company	INBLM234824	26-plastic wire ties for	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	260.90
		special event posting	62212		-0, -0, -0- :	10/10/101	,,		200.00
4264 - IPS Group, INC	INV102590	26-meter clocks returned from IPS after	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	6,670.00
		repair-10/8/24	02250						
			Account 52340	- Other Repair	rs and Mainte	nance Totals	Invo	pice Transactions 2	\$6,930.90
Account 53210 - Telephone	e			-					
13969 - AT&T Mobility II, LLC	2872974211321 024	06-cell phone chgs 09/12-10/11/24-Inv.	Paid by Check # 79262		10/30/2024	10/30/2024	10/30/2024	10/30/2024	123.21
		287297421132X101920							
		= -		Account	53210 - Tele	phone Totals	Invo	pice Transactions 1	\$123.21
Account 53240 - Freight /	Other					-			
4264 - IPS Group, INC	INV102590	26-meter clocks	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	1,063.33
		returned from IPS after repair-10/8/24	62250						
				Account 532	40 - Freight /	Other Totals	Invo	pice Transactions 1	\$1,063.33
				Pro	gram 260000	- Main Totals	Invo	pice Transactions 4	\$8,117.44
					artment 26 - P		Invo	pice Transactions 4	\$8,117.44
			Fund 4	455 - Parking	Meter Fund(S	2141) Totals	Invo	pice Transactions 4	\$8,117.44
Fund 456 - MVH Restricted									
Department 20 - Street									
Program 200000 - Main									
Account 52330 - Street , A			//						
5149 - E&B Paving, INC	30060547	20-Asphalt for Paving Poplar Dr & Hemlock	Paid by EFT # 62204		10/29/2024	10/29/2024	11/08/2024	11/08/2024	10,000.00
		Circle 09/30/24	count 52330 - S	Street Allow	and Sower M	atorial Totale	Inv	pice Transactions 1	\$10,000.00
		AU	.count 32330 - 3		gram 200000			pice Transactions 1	\$10,000.00
					partment 20 -			pice Transactions 1	\$10,000.00
					56 - MVH Rest			pice Transactions 1	\$10,000.00
Fund 600 - Cumulative Cap Imprv(CIG)	(\$2379)						IIIV		φ 10,000.00
Department 02 - Public Works	(01070)								
Program 020000 - Main									
Account 52330 - Street , A	lley, and Sewer	Material							
334 - Irving Materials, INC	11472070	20-Concrete Materials	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	1,007.00
<i>.</i> ,		class A stone-Cutter &							,
		Countryside							



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 600 - Cumulative Cap Imprv(C	IG)(S2379)									
Department 02 - Public Works Program 020000 - Main										
Account 52330 - Street	Alley and Sewe	ar Material								
334 - Irving Materials, INC	11487132	20-Concrete Materials class A stone-Allendale	Paid by EFT # 62251		10/29/2024	10/29/2024	11/08/2024		11/08/2024	944.00
334 - Irving Materials, INC	11490449	& Bainbridge 20-Concrete Materials Class A stone-3621 S.	Paid by EFT # 62251		10/29/2024	10/29/2024	11/08/2024		11/08/2024	1,175.00
334 - Irving Materials, INC	11490450	Bainbridge 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	2,282.50
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
		5	count 52330 -	Street , Alley,	and Sewer Ma	aterial Totals	Inv	oice Transactions	5	\$6,737.50
				Prog	gram 020000 ·	- Main Totals	Inv	oice Transactions	5	\$6,737.50
					nt 02 - Public \			oice Transactions		\$6,737.50
			Fund 600 - Cu	mulative Cap I	mprv(CIG)(S	2379) Totals	Inv	oice Transactions	5 5	\$6,737.50
Fund 601 - Cumulative Capital Devlp	(S2391)									
Department 02 - Public Works										
Program 020000 - Main	Allow and Cours	w Matorial								
Account 52330 - Street 5149 - E&B Paving, INC	30059247	20-Asphalt for patching	Paid by FFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	184.45
SITS - LOB Faving, INC	50059247	Dunn Street 08/12/24	62204		10/29/2024	10/29/2024	11/00/2024		11/00/2024	104.45
5149 - E&B Paving, INC	30059766	20-Asphalt for patching City Hall 08/29/24			10/29/2024	10/29/2024	11/08/2024		11/08/2024	65.45
5149 - E&B Paving, INC	30060306	20-Credit-Asphalt Millings- Buttonwood/Roundhill/ Cottonwood	Paid by EFT # 62204		10/29/2024	10/29/2024	11/08/2024		11/08/2024	(875.46)
5149 - E&B Paving, INC	30060318	20-Asphalt for Paving Hunter's Glen & Spicewood Ct 09/19/24	Paid by EFT # 62204		10/29/2024	10/29/2024	11/08/2024		11/08/2024	11,359.15
5149 - E&B Paving, INC	30060428	20-Asphalt for Paving Round Hill & Deepwell 09/25/24	Paid by EFT # 62204		10/29/2024	10/29/2024	11/08/2024		11/08/2024	11,921.42
5149 - E&B Paving, INC	30060512	20-Asphalt for Paving Poplar Ct & Redwood Cir. 09/26/24	Paid by EFT # 62204		10/29/2024	10/29/2024	11/08/2024		11/08/2024	11,318.69
5149 - E&B Paving, INC	30060547	20-Asphalt for Paving Poplar Dr & Hemlock Circle 09/30/24	Paid by EFT # 62204		10/29/2024	10/29/2024	11/08/2024		11/08/2024	10,873.20



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date Payment D	ate Invoice Amount
Fund 601 - Cumulative Capital Devlp(S2391)								
Department 02 - Public Works									
Program 020000 - Main									
Account 52330 - Street , A									
19278 - Milestone Contractors, LP	173041	20-Asphalt for patching 08/22/24	Paid by EFT # 62277		10/29/2024	10/29/2024	11/08/2024	11/08/2024	
		Ad	ccount 52330 -	Street , Alley,	and Sewer M	aterial Totals	Inv	oice Transactions 8	\$45,083.11
Account 53990 - Other Se	ervices and Chai	ges							
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	11/08/2024	4 1,900.00
			Account 53	990 - Other Se	ervices and Cl	harges Totals	Inv	oice Transactions 1	\$1,900.00
				Pro	gram 020000	- Main Totals	Inv	oice Transactions 9	\$46,983.11
				Departmei	nt 02 - Public	Works Totals	Inv	oice Transactions 9	\$46,983.11
Department 07 - Engineering Program 070000 - Main									
Account 54310 - Improve	ements Other Th	an Building							
3444 - Rundell Ernstberger Associates, IN	C 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	11/08/2024	4 2,867.50
		Acco	ount 54310 - I r	nprovements (Other Than Bu	uilding Totals	Inv	oice Transactions 1	\$2,867.50
				Pro	gram 070000	- Main Totals	Inv	oice Transactions 1	\$2,867.50
				Departme	ent 07 - Engin	eering Totals	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	upplies								
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	11/08/2024	4 303.62
1743 - The Home City Ice Company	7331241842	16-ice for employees- 123 7lb bags-10/21/24	Paid by EFT # 62338		10/29/2024	10/29/2024	11/08/2024	11/08/2024	4 347.10
				Account 524	20 - Other Su	pplies Totals	Inv	oice Transactions 2	\$650.72
Account 53140 - Extermi	nator Services								, -
51538 - Economy Termite & Pest Control, INC		16-bi-monthly exterminator services- 10/14/24	Paid by EFT # 62206		10/29/2024	10/29/2024	11/08/2024	11/08/2024	4 125.00
			Acco	unt 53140 - Ex	terminator Se	ervices Totals	Inv	oice Transactions 1	\$125.00



Vendor	Invoice No	Invoice Description	Ctature	Held Reason	Invoice Date	Due Date	C/I Data	Received Date Payment Date	Invoice Amount
Fund 730 - Solid Waste (S6401)	Invoice No.	Invoice Description	Status	Helu Keasoli	Invoice Date	Due Dale	G/L Date	Received Date Payment Date	Invoice Amount
Department 16 - Sanitation									
Program 160000 - Main									
5	_								
Account 53210 - Telephone			Deid by Charle		10/20/2024	10/20/2024	10/20/2024	10/20/2024	410.20
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	419.36
				Account	53210 - Tele	phone Totals	Invo	pice Transactions 1	\$419.36
Account 53510 - Electrical									
223 - Duke Energy	19-10.23.24- FAC	19-Fac Summary Elec Billing-08/29/24- 10/01/2024	Paid by Check # 79268		10/30/2024	10/30/2024	10/30/2024	10/30/2024	22.07
			A	ccount 53510	- Electrical Se	rvices Totals	Invo	pice Transactions 1	\$22.07
Account 53920 - Laundry a	nd Other Sanita	tion Services							
19171 - Vestis Group, INC (FKA Aramark)	4080150979	16-Mat Services - 10/16/2024	Paid by EFT # 62350		10/29/2024	10/29/2024	11/08/2024	11/08/2024	29.68
19171 - Vestis Group, INC (FKA Aramark)	4080150978	16-uniform rental (minus payroll ded)- 10/16/2024	Paid by EFT # 62350		10/29/2024	10/29/2024	11/08/2024	11/08/2024	6.48
		Account	53920 - Laund	lry and Other	Sanitation Se	rvices Totals	Invo	pice Transactions 2	\$36.16
Account 53950 - Landfill									
52226 - Hoosier Transfer Station-3140	3140- 000023586	16-trash disposal fee- 10/1-10/15/24	Paid by EFT # 62237		10/29/2024	10/29/2024	11/08/2024	11/08/2024	15,544.07
52226 - Hoosier Transfer Station-3140	3140- 000023590	16-recycling fees-10/01 -10/15/2024	Paid by EFT # 62237		10/29/2024	10/29/2024	11/08/2024	11/08/2024	923.20
				Acco	unt 53950 - La	andfill Totals	Invo	pice Transactions 2	\$16,467.27
				Pro	gram 160000 ·	- Main Totals	Invo	pice Transactions 9	\$17,720.58
				Departr	ment 16 - Sani	tation Totals	Invo	pice Transactions 9	\$17,720.58
				Fund 730 - S	olid 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									
9514 - Cade Bengtson	PHYS CDL-2024	10-reimburse CDL physical-10/1/24	Paid by EFT # 62163		10/29/2024	10/29/2024	11/08/2024	11/08/2024	100.00
9507 - Dylan Chandler	PHYS CDL-2024	10-reimburse CDL physical-9/6/24	Paid by EFT # 62189		10/29/2024	10/29/2024	11/08/2024	11/08/2024	100.00



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	PHYS CDL-2024	10-reimburse CDL	Paid by EFT a	#	10/29/2024	10/29/2024	11/08/2024	4 11/08/2024	100.00
		physical-10/4/24	62286	٨	unt 53130 - M	odical Totals	Inv	voice Transactions 3	\$300.00
Account 53410 - Liability	/ Casualty Premi	ums		Acco	unt 33130 - M	eurear rotais	THA		\$300.00
4150 - Alexander's LLC	130408	10-Tort Claim	Paid by EFT #	¥	10/29/2024	10/29/2024	11/08/2024	11/08/2024	796.09
		Payment-Jonathan Turner RV Repairs- #130408	62144			_0, _0, _0	, ,	, ~~, _~	
			Account 534	10 - Liability /	Casualty Pren	niums Totals	Inv	voice Transactions 1	\$796.09
				Pro	gram 100000 ·	- Main Totals	Inv	voice Transactions 4	\$1,096.09
					epartment 10 -		Inv	voice Transactions 4	\$1,096.09
			Fu	nd 800 - Risk M	anagement(S	0203) Totals	Inv	voice Transactions 4	\$1,096.09
Fund 801 - Health Insurance Trust									
Department 12 - Human Resources									
Program 120000 - Main									
Account 53990 - Other Se									
9037 - Everside Health, LLC	INV39569	12- Everside Health Membership-9/30/24	Paid by EFT # 62210	#	10/29/2024	10/29/2024	11/08/2024	11/08/2024	30,612.91
				3990 - Other Se	ervices and Ch	arges Totals	Inv	voice Transactions 1	\$30,612.91
Account 53990.1201 - Oth		5							
9375 - WEX Health INC (Chard, Snyder & Associates)	308	12- September 2024 Monthly Administration	Paid by EFT 7 62359	#	10/29/2024	10/29/2024	11/08/2024	4 11/08/2024	1,444.05
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)	10312413A	Contributions - Hunter, Shyanne	Luit		10/51/2024	10/31/2024	10/51/2024	T	500.94
		Account 53990.1201	- Other Serv	ices and Charge	es Health Insu	rance Totals	Inv	voice Transactions 2	\$1,810.99
				-	gram 120000 ·		Inv	voice Transactions 3	\$32,423.90
				Department 12	5			voice Transactions 3	\$32,423.90
					- numan kest	Juices Totals	TIIV		JZ, TZJ. 90



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	d Motor Cumi									
Account 52230 - Garage ar					10/20/2024	10/20/2024	11/00/2024		11/00/2024	CO 00
50605 - Bauer Built, INC	360149082	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	360148901	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	360148825	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	360148346	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	360149023	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	074299	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	074317	17 - 2 - Yokohama Geo A/T Owl tires for 574	Paid by EFT # 62281		10/29/2024	10/29/2024	11/08/2024		11/08/2024	410.50
			Account 52	230 - Garage	and Motor Su	pplies Totals	Invo	oice Transactions	7	\$14,259.70
Account 52240 - Fuel and (Dil									
177 - Indiana Oxygen Company, INC	10501854	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 Energy)	30507	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 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 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	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)	41057872	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	INV-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	INV-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	pice Transactions	8	\$103,513.12



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 Vel									
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 (Amazon.com Services LLC)	1LPQ-WNMD- 3RFY	17 - Shaft & motor for 452	Paid by EFT # 62145		10/29/2024	10/29/2024	11/08/2024	11/08/2024	358.00
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	Paid by EFT # 62168		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 assembly for P130	Paid by EFT # 62168		10/29/2024	10/29/2024	11/08/2024	11/08/2024	48.27
244 - Bloomington Ford, INC	5084835	17 - Rear Glass Assembly for 921	Paid by EFT # 62168		10/29/2024	10/29/2024	11/08/2024	11/08/2024	52.30
244 - Bloomington Ford, INC	5084834	17 - Seat belt assembly for 921			10/29/2024	10/29/2024	11/08/2024	11/08/2024	58.48
244 - Bloomington Ford, INC	5084895	17 - Separator Assembly for Inventory	Paid by EFT # 62168		10/29/2024	10/29/2024	11/08/2024	11/08/2024	100.13
244 - Bloomington Ford, INC	5084880	17 - Crankcase filter & nut for 876	Paid by EFT # 62168		10/29/2024	10/29/2024	11/08/2024	11/08/2024	102.57
244 - Bloomington Ford, INC	5084894	17 - jumper wire assembly for 921	Paid by EFT # 62168		10/29/2024	10/29/2024	11/08/2024	11/08/2024	114.00
244 - Bloomington Ford, INC	5084845	17-#530 Heater water tube & connection, T- connector,pump assembe	Paid by EFT # 62168		10/29/2024	10/29/2024	11/08/2024	11/08/2024	346.11
244 - Bloomington Ford, INC	5084870	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 charge			10/29/2024	10/29/2024	11/08/2024	11/08/2024	145.29
455 - Industrial Service & Supply, INC	83881	17 - ORB Solid Male, ORB Swivel Male 90 deg, Steel Ferrule,	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	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



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Fund 802 - Fleet Maintenance(S9500)									
Department 17 - Fleet Maintenance									
Program 170000 - Main	ielo Donair								
Account 52320 - Motor Vel 796 - Interstate Battery System of	1154369	17 - MTP-48/H6	Paid by EFT #		10/29/2024	10/29/2024	11/09/2024	11/08/2024	122.36
Bloomington, INC	1154509	battery for City	62249		10/29/2024	10/29/2024	11/06/2024	11/06/2024	122.30
bloomington, me		vehicle#582	02249						
796 - Interstate Battery System of	989801307	17 - MTP-65HD battery	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	122.36
Bloomington, INC		for shop	62249						
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
		connector, 50deg	62255						
908 - JB Salvage (Westside Auto Parts)	47252	nozzle for 467 17 - SQ tube & flat bar	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	49.50
soo so salvage (westslate rate rate)	17252	for 441	62256		10/25/2021	10,23,2021	11,00,2021	11,00,2021	15.50
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	62258						
	272027220	442			10/20/2024	10/20/2024	11/00/2024	11/00/2024	100.00
4439 - JX Enterprises, INC	27393733P	17 - Battery disconnect switch for 4531	62258		10/29/2024	10/29/2024	11/08/2024	11/08/2024	189.99
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
	_/ 0707 101	ribbed belt for 4531	62258		-0, -0, -0- :	-0, -0, -0- :			010101
4439 - JX Enterprises, INC	27369739P	17 - credit for returned	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	(95.99)
		Exhaust Clamp-Inv	62258						
4420 IV Enterprises INC	27394134P	#27366659P 17-CR-core water	Daid by EET #		10/29/2024	10/20/2024	11/08/2024	11/08/2024	(665.37)
4439 - JX Enterprises, INC	273941346	pump (27392759P),	Paid by EFT # 62258		10/29/2024	10/29/2024	11/06/2024	11/08/2024	(005.57)
		reman steering gear-	02200						
		27378057P							
3759 - MC Equipment, LLC (W.A. Jones	22690	17 - #4831 plate & cap	•		10/29/2024	10/29/2024	11/08/2024	11/08/2024	35.48
Truck Bodies)	22072	SCREW	62271		10/20/2024	10/20/2024	11/00/2024	11/00/2024	255.10
3759 - MC Equipment, LLC (W.A. Jones Truck Bodies)	22873	17 - #4831 Cylinder	Paid by EFT # 62271		10/29/2024	10/29/2024	11/08/2024	11/08/2024	355.19
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)		motor	62271		,,	,,	,,	, _ , _ , _ ,	_,
53385 - O'Reilly Automotive Stores, INC	1903-470612	17 - 1 gal of Car Wash	Paid by Check		10/29/2024	10/29/2024	11/08/2024	11/08/2024	6.99
	1000 10000		# 79296		10/00/0001	4.0.100.1000.4	44 400 4000 4	11/00/2021	10.40
53385 - O'Reilly Automotive Stores, INC	1903-473191	17 - 2 - Headlamp adj for 659	Paid by Check # 79296		10/29/2024	10/29/2024	11/08/2024	11/08/2024	13.42
53385 - O'Reilly Automotive Stores, INC	1903-471561	17 - Air filter for 806	# 79296 Paid by Check		10/29/2024	10/29/2024	11/08/2024	11/08/2024	13.67
SSSSS Oftenny Automotive Stores, me	1905 171501	17 All filter for 600	# 79296		10/25/2021	10/25/2021	11/00/2021	11/00/2021	15.07
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	10/29/2024	11/08/2024	11/08/2024	34.76
	1505 172100	inventory	# 79296		10/20/2027	10/20/2027	11/00/2027	11/00/2024	51.70
		/							



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Fund 802 - Fleet Maintenance(S9500)									
Department 17 - Fleet Maintenance									
Program 170000 - Main	hiele Donnin								
Account 52320 - Motor Vel 53385 - O'Reilly Automotive Stores, INC	1903-470396	17 - air filters and oil	Paid by Check		10/29/2024	10/29/2024	11/00/2024	11/08/2024	49.91
, , ,		filters for 549	# 79296						
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 # 79296		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	Paid by Check		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 P137	# 79296 Paid by Check # 79296		10/29/2024	10/29/2024	11/08/2024	11/08/2024	129.81
53385 - O'Reilly Automotive Stores, INC	1903-472050	17 - Radiator for 574	# 79290 Paid by Check # 79296		10/29/2024	10/29/2024	11/08/2024	11/08/2024	208.00
53385 - O'Reilly Automotive Stores, INC	1903-471687	17 - 4 Brake rotors for 574	# 79296 Paid by Check # 79296		10/29/2024	10/29/2024	11/08/2024	11/08/2024	254.00
53385 - O'Reilly Automotive Stores, INC	1903-472151	17 - Bearing & Hub assembly for 921 (2)	# 79296 Paid by Check # 79296		10/29/2024	10/29/2024	11/08/2024	11/08/2024	296.32
53385 - O'Reilly Automotive Stores, INC	1903-470331	17 - Refund on wrong Gasket for 939 (Inv 1903-468874)	# 79290 Paid by Check # 79296		10/29/2024	10/29/2024	11/08/2024	11/08/2024	(17.67)
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(S9500)									
Department 17 - Fleet Maintenance Program 170000 - Main									
Account 52320 - Motor Veh	icle Penair								
54351 - Sternberg, INC	984694	17 - fan belt for 428	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024	11/08/2024	53.96
			62332						
54351 - Sternberg, INC	984470	17 - Air break pressure switch	Paid by EFT # 62332		10/29/2024	10/29/2024	11/08/2024	11/08/2024	58.09
54351 - Sternberg, INC	984793	17 - 90 deg elbow & pressure valve for 428	Paid by EFT # 62332		10/29/2024	10/29/2024	11/08/2024	11/08/2024	82.16
54351 - Sternberg, INC	984899	17 - battery clamp for 441	Paid by EFT # 62332		10/29/2024	10/29/2024	11/08/2024	11/08/2024	105.53
54351 - Sternberg, INC	984783	17 - pressure valve, 2 - 90degree elbows & pressure valve for 428	Paid by EFT # 62332		10/29/2024	10/29/2024	11/08/2024	11/08/2024	111.62
54351 - Sternberg, INC	984805	17 - water pump kit for 428	Paid by EFT # 62332		10/29/2024	10/29/2024	11/08/2024	11/08/2024	341.64
54351 - Sternberg, INC	984879	17 - Battery clamp, tray, brackets and latch for 441	Paid by EFT # 62332		10/29/2024	10/29/2024	11/08/2024	11/08/2024	1,185.56
54351 - Sternberg, INC	984696	17 - air tanks for 428	Paid by EFT # 62332		10/29/2024	10/29/2024	11/08/2024	11/08/2024	1,344.71
54351 - Sternberg, INC	984634	17-Air tank assembly,(2) tank mountingcable, seatbelt gear as	Paid by EFT # 62332		10/29/2024	10/29/2024	11/08/2024	11/08/2024	1,405.42
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 returned (minus shipping) Inv #260462	Paid by EFT # 62344		10/29/2024	10/29/2024	11/08/2024	11/08/2024	(1,807.50)
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 Jeep, INC	5076542	17 - Air pressure sensor for 1237	Paid by EFT # 62345		10/29/2024	10/29/2024	11/08/2024	11/08/2024	110.32
582 - Town & Country Chrysler Dodge Jeep, INC	5076618	17 - socket returned minus restocking fee (Inv 5076373)	Paid by EFT # 62345		10/29/2024	10/29/2024	11/08/2024	11/08/2024	(52.30)
622 - Truck Country of Indiana, INC (Stoops Freightliner	X301895405:01	17 - Probe for 779	Paid by EFT # 62346		10/29/2024	10/29/2024	11/08/2024	11/08/2024	35.75
622 - Truck Country of Indiana, INC (Stoops Freightliner	X301895736:01	17 - Radiator Shroud assembly for 779	Paid by EFT # 62346		10/29/2024	10/29/2024	11/08/2024	11/08/2024	139.98
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 Service Warehouse)	0603NU5292	17 - 3 Oil filters for inventory	Paid by EFT # 62366		10/29/2024	10/29/2024	11/08/2024	11/08/2024	24.36



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	-									
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 Service Warehouse)	0603NU5398	17 - can. vapor valve for Inventory	Paid by EFT # 62366		10/29/2024	10/29/2024	11/08/2024		11/08/2024	34.52
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NU5679	17 - Hego sensor for 124	Paid by EFT # 62366		10/29/2024	10/29/2024	11/08/2024		11/08/2024	80.72
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 Service Warehouse)	0603NU5654	17 - tensioner & serpentine belt for 134	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	147.24
·		Serpentine beit für 134		ount 52320 - M	otor Vehicle F	Repair Totals	Inve	pice Transactions	78	\$15,685.24
Account 52420 - Other Sup	-	47 11 11	D : 11 CCT #		10/00/0001	10/00/0001			44/00/2024	000 50
8181 - Lawson Products, INC	9311920543	17 - cable ties, thermapods, battery cable lug, screw connectors	Paid by EFT # 62264		10/29/2024	10/29/2024	11/08/2024		11/08/2024	823.52
6216 - Terminal Supply, INC	65984-00	17 - (3) led mini-bar, relay w/resistant, fuses (15, 20, 25 amp)	Paid by EFT # 62337		10/29/2024	10/29/2024	11/08/2024		11/08/2024	564.80
				Account 524	20 - Other Su	pplies Totals	Inve	pice Transactions	2	\$1,388.32
Account 53130 - Medical										
231 - IU Health OCC Health Services	00162469-00	17-DS DOT 5 Panel E Screen-J. Smith- 10/2/24	Paid by EFT # 62252		10/29/2024	10/29/2024	11/08/2024		11/08/2024	50.00
				Acco	unt 53130 - M	edical Totals	Invo	oice Transactions	1	\$50.00
Account 53140 - Extermina	tor Services									
51538 - Economy Termite & Pest Control, INC	63634	17-monthly pest control -10/15/24	Paid by EFT # 62206		10/29/2024	10/29/2024	11/08/2024		11/08/2024	95.00
			Accou	unt 53140 - Ex t	terminator Se	rvices Totals	Invo	pice Transactions	1	\$95.00
Account 53510 - Electrical										
223 - Duke Energy	19-10.23.24- FAC	19-Fac Summary Elec Billing-08/29/24- 10/01/2024	Paid by Check # 79268		10/30/2024	10/30/2024	10/30/2024		10/30/2024	24.55
		.,,	A	Account 53510	- Electrical Se	rvices Totals	Inve	pice Transactions	1	\$24.55
Account 53620 - Motor Rep	airs									
4336 - American Eagle Auto Glass of Terre Haute, INC	TH0122497	17 - #669 passenger side door glass replacement	Paid by EFT # 62146		10/29/2024	10/29/2024	11/08/2024		11/08/2024	150.00
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



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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 53620 - Motor Rep 244 - Bloomington Ford, INC	6229499	17 - #1221 sensor	Paid by EFT #		10/29/2024	10/20/2024	11/08/2024		11/08/2024	834.90
244 - Diodhilligton Ford, INC	0229499	replacement and preventative services	62168		10/29/2024	10/29/2024	11/00/2024		11/08/2024	654.90
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 530	520 - Motor R	epairs Totals	Invo	oice Transactions	14	\$6,304.40
Account 53920 - Laundry a	and 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 - Launo	lry and Other	Sanitation Se	rvices Totals	Invo	oice Transactions	2	\$120.75



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 53990 - Other Ser										
9241 - Gannett Media Corp (Gannett	0006632843	17-Public Notice for	Paid by EFT #		10/29/2024	10/29/2024	11/08/2024		11/08/2024	162.96
Indiana/Kentucky)		Gov Deals surplus vehicle/equipment sale	62218							
		venicie/equipment sale		990 - Other S	ervices and Ch	arges Totals	Invo	pice Transactions	1	\$162.96
					gram 170000	-				\$141,604.04
				Department 17	-					\$141,604.04
				d 802 - Fleet M			Invo	\$141,604.04		
Fund 804 - Insurance Voluntary Trust						,				+-·- / ••···•·
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990.1271 - Oth	er Services and	Charges Section 125 -	URM- City							
9375 - WEX Health INC (Chard, Snyder &	102524daily	12-City URM	Paid by EFT #		10/28/2024	10/28/2024	10/28/2024		10/28/2024	331.18
Associates)			62127							
9375 - WEX Health INC (Chard, Snyder &	102824daily	12-City URM	Paid by EFT #		10/29/2024	10/29/2024	10/29/2024		10/29/2024	13.00
Associates)	Acc	ount 52000 1271 - Oth	62134	Charges Sect	ion 125 - LIDM	- City Totale	Inv	pice Transactions	2	\$344.18
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals Account 53990.1272 - Other Services and Charges Section 125 - DDC- City									2	\$544.10
9375 - WEX Health INC (Chard, Snyder &		e 12-City/Util DDC	Paid by EFT #		10/28/2024	10/28/2024	10/28/2024		10/28/2024	192.31
Associates)	q	10/28/24	62128		10/20/2021	10,20,2021	10,20,2021		10/20/2021	192.91
9375 - WEX Health INC (Chard, Snyder &	102924daily	12-City DDC	Paid by EFT #		10/30/2024	10/30/2024	10/30/2024		10/30/2024	372.49
Associates)			62135							
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals								pice Transactions	2	\$564.80
Account 53990.1281 - Oth		-								
9375 - WEX Health INC (Chard, Snyder &	102524CheckR	e 12-Utli URM	Paid by EFT # 62129		10/28/2024	10/28/2024	10/28/2024		10/28/2024	1,000.00
Associates)	g Acc	ount 53000 1281 - Oth		d Charges Sec	tion 125 - LIPA	- Litil Totals	Inv	pice Transactions	1	\$1,000.00
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals Invoice Transactions 1 \$1,000 Account 53990.1282 - Other Services and Charges Section 125 - DDC- Util										\$1,000.00
9375 - WEX Health INC (Chard, Snyder &		e 12-City/Util DDC	Paid by EFT #		10/28/2024	10/28/2024	10/28/2024		10/28/2024	840.00
Associates)	g	10/28/24	62128		10/20/2021	10/20/2021	10/20/2021		10/20/2021	010.00
		count 53990.1282 - Oth	er Services an	d Charges Sec	tion 125 - DD	C- Util Totals	Invo	pice Transactions	1	\$840.00
Account 53990.1283 - Other Services and Charges Health Savings Account										
9375 - WEX Health INC (Chard, Snyder &	110124 Payroll	12-HSA Employee	Edit		10/31/2024	10/31/2024	10/31/2024			25,782.99
Associates)		Contributions -								
11/01/24						τ.	ico Tuorti.	1	#2F 702 00	
	Account 53990.1283 - Other Services and Charges Health Savings Account Totals						Invoice Transactions 1			\$25,782.99
	Program 120000 - Main Totals Department 12 - Human Resources Totals				-			\$28,531.97 \$28,531.97		
			Eup	d 804 - Insura				pice Transactions		\$28,531.97 \$28,531.97
			run	u ova - insura	nce voluntary	TUSL TOLAIS	TUA	nce mansactions	1	\$20,331.3/



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	2									
Department 06 - Controller's Office										
Program 08FIR1 - Fire Station 1										
Account 54510 - Other Capital Outlays										
595 - Weddle Bros Construction Co., INC	106949	06-Public Safety	Paid by EFT #	ŧ	10/29/2024	10/29/2024	11/08/2024		11/08/2024	35,022.00
	650044	Improvements, App 15			10/20/2024	10/20/2024	11/00/2024		11/00/2024	2 0 4 7 0 0
1537 - Indiana Door & Hardware	6500AA	08-Replacement exit	Paid by Check # 79288	K	10/29/2024	10/29/2024	11/08/2024		11/08/2024	3,847.00
Specialties, INC		chassis/FS#1/material & labor	# 79200							
6728 - Precision Quality Contracting, LLC	258	08-HydroVac	Paid by EFT #	ŧ	10/29/2024	10/29/2024	11/08/2024		11/08/2024	14,417.50
	200	Excavation/Intercept	62303		10,20,2021	10,20,2021	11,00,2021		11,00,2021	1,11,100
		conduit/Install EMT-								
	FS#4									
			Acc		Other Capital Outlays Totals					\$53,286.50
			Program 08FIR1 - Fire Station 1 Totals				Invoice Transactions 3			\$53,286.50
Program 08FIRA - Fire Shower's We										
Account 54510 - Other Cap	,									
6378 - ANN-KRISS, LLC	72160-100924	08-balance for painting		ŧ	10/29/2024	10/29/2024	11/08/2024		11/08/2024	2,476.21
0200 United Fleetic Helding COPP	W11244	for Shower West	62148	1	10/20/2024	10/20/2024	11/00/2024		11/00/2024	1,695.45
9300 - Huston Electric Holding CORP (Cassady Electric)	VV11244	08-Rough in electrical in new walls at	Paid by EFT # 62240	+	10/29/2024	10/29/2024	11/06/2024		11/08/2024	1,095.45
(Cassady Electric)		Showers West Fire	02240							
		Admin								
4443 - The Sherwin Williams Company	8328-9	08-Paint and Rags for	Paid by EFT #	ŧ	10/29/2024	10/29/2024	11/08/2024		11/08/2024	63.93
		Showers West	62339							
		common area matching								
	0000 0	old		,	10/20/2024	10/20/2024	11/00/2024		11/00/2024	252.47
4443 - The Sherwin Williams Company	8263-8	08-Paint for Showers WestSilver Cloud	Paid by EFT # 62339	F	10/29/2024	10/29/2024	11/08/2024		11/08/2024	253.47
4443 - The Sherwin Williams Company	6208-6	08-Paint for Showers	Paid by EFT #	t	10/29/2024	10/29/2024	11/08/2024		11/08/2024	97.88
The sherwin winding company	0200 0	West-White Dove-roll	62339		10/23/2021	10/20/2021	11,00,2021		11,00,2021	57.00
		off liner								
4443 - The Sherwin Williams Company	5960-3	08-Paint for Showers	Paid by EFT #	ŧ	10/29/2024	10/29/2024	11/08/2024		11/08/2024	1,633.02
		West-Old Navy/Lemon	62339							
		Sorbet/Pigeon Gray								
			Account 54510 - Other Capital Outlays Totals Program 08FIRA - Fire Shower's West Totals						\$6,219.96	
									\$6,219.96	
			E 1	Department 06 - Controller's Office Totals Fund 987 - Econ Dev LIT Bonds of 2022 Totals						\$59,506.46
			Fund	98/ - Econ Dev	LII Bonas of			pice Transactions	-	\$59,506.46
						Grand Totals	Invo	pice 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	F CLAIMS	Ī	\$1,032,748.03
We have examined the claims lis claims, and except for the claims total amount of		-			
Dated this day of	year of 20				
	_				
Kyla Cox Deckard, President	-	Elizabeth Karc	n, Vice President_	_James Road	h, Secretary
I herby certify that each of the at accordance with IC 5-11-10-1.6.	pove listed voucher(s) or bill(s) is (are) true and c	orrect and I have audited sar	ne in	

Fiscal Office_____