

Board of Public Works Meeting

December 3, 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
November 4, 2024

A Regular Meeting of the Board of Public Work was held **Monday, November 4, 2024 at 5:30 p.m.** in the Allison Conference Room (RM #225) of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana and via Zoom.

Board Present:

Kyla Cox Deckard, President
Elizabeth Karon, Vice President

City Staff Present:

Adam Wason, Public Works
Miranda Beaver, Public Works
Aleksandrina Pratt, Legal
Jeremy Inman, Engineering
Alex Gray, Engineering
Zac Rogers, Engineering

I. OPENING OF SEALED BIDS

II. MESSAGES FROM BOARD MEMBERS

III. PETITIONS AND REMONSTRANCES

Resident Joe Davis approached the counsel to hear his grievances against the City of Bloomington. Mr. Davis referenced the abatement of his property. He expressed his displeasure with his event. He stated that during the abatement his mortar mixer was removed. He went to JB Salvage and was able to recover this for \$195. He once again expressed his displeasure with the City of Bloomington and Fire Dawgs for how this situation was handled. Cox Deckard and Karon thanked Mr. Davis for his comments.

IV. CONSENT AGENDA

- 1. Approval of Minutes: October, 22, 2024**
- 2. Resolution 2024-073 Canopy of Lights – Downtown Bloomington, Inc.**
- 3. Resolution 2024-075 Renew Mobile Vendor Cup of Joy**
- 4. Approve Request for Constellation Stage and Screen Sidewalk Art at Buskirk Chumley**
- 5. Approve Request to Waive ROW Permit Fees for Bloomingscapes Permit ROW2024-10-1107**
- 6. Approval of Payroll**

Cox Deckard removed the Constellation Stage and Screen Sidewalk Art at the Buskirk Chumley from the consent agenda. Karon made a motion that the updated consent agenda be approved. Cox Deckard seconded. Cox Deckard called roll, all in favor, motion passed.

V. NEW BUSINESS

- 1. Award N. Dunn Sidewalk Connection Project Contract**

Zac Rogers, Engineering, presented for approval the contract for S&J Excavation & Concrete, LLC for the N. Dunn Street Sidewalk Connection. This project was bid by 8 contractors. S&J Excavation & Concrete, LLC came in with a bid of \$144, 774.00. This contract is for the construction of approximately 220 feet of new sidewalk along the eastside of Dunn Street between 17th Street and the first parking lot to the IU football stadium. Bids were publicly opened and read aloud on October 21, 2024 at 12:00 pm at the Board of Public Works work session. S&J Excavation & Concrete, LLC was the lowest responsive and reasonable bidder. Rogers stated that this is a new vendor. Cox Deckard responded that she liked seeing new city vendors and Karon agreed. Karon made a motion to approve the contract for the N. Dunn Sidewalk Connection Project for S&J Excavation and Concrete, LLC. Cox Deckard seconded. Cox Deckard called roll, all in favor, motion passed.

2. Award Fire Station 3 Subcontractor Contracts

Adam Wason, Public Works, presented the Fire Station 3 Subcontractor Contracts on behalf of Max Litwin, Deputy Fire Chief. After review of the bids that were publically opened at the Board of Public Works work session on October 21, 2024 at 12:00 pm, the three bid packages, general trades, mechanical/plumbing, and electrical were awarded. The general trades' package was awarded to Building Associates in the amount of \$2,435,700.00. The mechanical/plumbing contract was awarded to Commercial Services in the amount of \$665,500.00. The electrical package was awarded to Woods Electrical in the amount of \$610,175.00. Karon motioned that we approve the Fire Station 3 Subcontractor Contracts with Building Associates, Commercial Services and Woods Electrical. Cox Deckard seconded. Cox Deckard called roll, all in favor, motion passed.

3. Approve Change Order #1 Hawthorne, Weatherstone Miller Greenway Project

Jeremy Inman, Engineering, presented Change Order 1 to the Hawthorne, Weatherstone, Miller Greenway Project for approval. This project shall include, but is not limited to, the installation of asphalt speed cushions and speed humps, asphalt rail, 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. E&B is asking for an extension of 22 days for this work due to previous delays. There is no price increase on this change order. Karon motioned to approve the Change Order #1 for the Hawthorne, Weatherstone, Miller Greenway Project. Cox Deckard seconded. Cox Deckard called roll, all in favor, motion passed.

4. Approve Change Order #3 for Downtown Street Maintenance

Jeremy Inman, Engineering, presented the Change Order #3 for the Downtown Street Maintenance for Milestone Contractors, LP. During the storm submittal review, the City of Bloomington Utilities identified the need for the replacement of the storm sewer manhole located in the southeast section of 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. Karon motioned that we approve Change Order #3 for the Downtown Street Maintenance Project. Cox Deckard seconded. Cox Deckard called roll, all in favor, motion passed.

5. Approve Sidewalk Closure for Stair and Sidewalk Replacement at 107 N. Dunn Street

Alex Gray, Engineering, presented a Sidewalk Closure for Stair and Sidewalk Replacement at 107 N. Dunn Street. 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. David Ferguson said that they will not likely need the whole time. However, they just want to make sure that they give themselves enough time. Ferguson commented that they would have all appropriate signage up for the duration of the project. Karon motioned to approve the Sidewalk Closure for the Stair Replacement at 107 N. Dunn Street. Cox Deckard called roll, all in favor, motion passed.

6. Approve Amendment #3 to Consultant Contract with CrossRoad Engineers, PC for Preliminary Engineering Services for the Hopewell West – Jackson Street Sidewalk

Alex Gray, Engineering, presented the Amendment #3 to Consultant Contract with CrossRoad Engineers, PC for Preliminary Engineering Services for the Hopewell West – Jackson Street Sidewalk for approval for Kendall Knoke, Engineering. 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. Karon made a motion to approve Amendment #3 to Consultant Contract with CrossRoad Engineers, PC for Preliminary Engineering Services for the Hopewell West – Jackson Street Sidewalk. Cox Deckard seconded. Cox Deckard called roll, all in favor, motion passed.

7. Emergency Service Agreement HAND and Fire Dawgs for Abatement of Real Property

Adam Wason, Public Works, presented the Emergency Service Agreement with HAND and Fire Dawgs for the Abatement of Real Property for the Housing and Neighborhood Development Department. 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. Cox Deckard asked for comments from the public. Resident Joe Davis, the homeowner, spoke to oppose the Emergency

Service Agreement with HAND and Fire Dawgs for Abatement of Property at 530 S. Washington Street. Karon and Cox Deckard thanked Mr. Davis for his comments. Karon made a motion to approve the Emergency Service Agreement HAND and Fire Dawgs for Abatement of Real Property. Cox Deckard seconded. Cox Deckard called roll, all in favor, motion passed.

8. Approve Change Order for Walnut Street Garage Repair Browning Chapman

Adam Wason, Public Works, on behalf of Jess Goodman, Parking Services, presented the Change Order for Walnut Street Garage Repair Browning Chapman for approval. A 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. Karon made a motion to approve the Change Order for Walnut Street Garage Repair Browning Chapman. Cox Deckard seconded. Cox Deckard called roll, all in favor, motion passed.

VI. STAFF REPORTS & OTHER BUSINESS

Adam Wason, Public Works, notified the Board of an upcoming road closure to Sare Road. On approximately November 12, 2024 the City of Bloomington Utilities will be doing a culvert replacement on Sare Road at Hyde Park and Winston. Monroe County School Corporation and Bloomington Transit have been notified of this closure. There will be calming devices placed in Hyde Park Village to accommodate for safety with the increased traffic. We are coordinating with the City of Bloomington Utilities to ensure that this does not take long.

VII. APPROVAL OF CLAIMS

Karon motioned to accept the claims as presented in the amount of \$1,032,748.03. Cox Deckard seconded. Cox Deckard called roll, all in favor, motion passed.

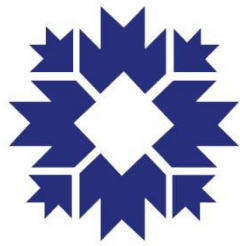
VIII. ADJOURNMENT

Cox Deckard called for adjournment at 5:55 pm.

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



CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

Project/Event:	Mobile Vendor in Right of Way
PW Resolution No:	2024-078
Petitioner/Representative:	Maria del Pilar Gonzalez, Owner of Pili's Party Taco Truck - 1
Staff Representative:	Susan Coates
Meeting Date:	12/03/2024

Pili's Party Taco Truck - 1, by its owner, Maria del Pilar Gonzalez, 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 2024-078
CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
Mobile Vendor in Public Right of Way
Pili's Party Taco Truck - 1

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, Pili's Party Taco Truck - 1 (“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 12/6/2024, and ending on 12/6/2025.
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 3rd DAY OF DECEMBER 2024.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

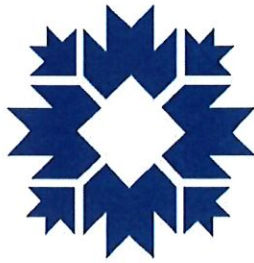
James Roach, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2024-078 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Maria del Pilar Gonzalez

Date: _____

RESOLUTION 2024-078



CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

Business License Cover Sheet

Business Name	Pili's Party Taco Truck - 1
License Type	Mobile Vendor License
Contact	Maria del Pilar Gonzalez
Phone	812-219-0539
Email	pilispartytaco@hotmail.com
BPW Resolution No (if applicable)	2024-078
Issue Date of License	12/6/2024
Expiration Date of License	12/6/2025
Scanned?	<input checked="" type="checkbox"/>
Renewal Date for License	12/6/2025
Department Head	Jane Kupersmith
Record Destruction Date	12/6/2028
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

1/25 waiting on safety inspection

Pili's Party
TACO

Res-2024-078



CITY OF BLOOMINGTON

MOBILE VENDOR LICENSE APPLICATION

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

1. License Length and Fee Application

Length of

License: 1 Year - \$350

pol \$350
ck# 1328

Truck #1

2. Applicant Information

Name:	Maria del Pilar Gonzalez		
Title/Position:	Owner		
Date of Birth:	08/31/45		
Address:	1507 W Arlington RD		
City, State, Zip:	Bloomington IN 47404		
E-Mail Address:	pilispartytaco@hotmail.com		
Phone Number:		Mobile Phone:	812-219-0539

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

If applicant is not a resident of Indiana, they must designate a resident to serve as a contact.

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

Received in ESD

NOV 25 2024

4. Company Information

Name of Employer:	Pilis Party Taco LLC (TACO #1)				
Address of Employer:	1507w Arlington RD				
City, State, Zip:	Bloomington IN 47404				
Employment Start Date:	8/12/16	End Date (If known):	_____		
Phone Number:	812-219-0539				
Website / Email:					
Company is a:	<input checked="" type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> 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
Maria del Pilar Gonzalez	2215s Rockport RD Bloomington IN 47404
Armando Piquinto	1507w Arlington RD Bloomington IN 47404

6. Company Incorporation Information (For Corporations and LLCs Only)

Date of incorporation or organization:	8/12/16
State of incorporation or organization:	8/12/16
(If Not Indiana) Date qualified to transact business in state of Indiana:	8/12/16

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

Mexican Food		
Planned hours of operation:	9:am to 11:pm	
Place or places where you will conduct business (If private property, attach written permission from property owner):		
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 <input type="checkbox"/>	No <input checked="" type="checkbox"/>
(If Yes) Provide details		

8. You are required to secure, attach, and submit the following:

<input checked="" type="checkbox"/>	A copy of the Indiana registration for the vehicle
<input checked="" type="checkbox"/>	Copy of a valid driver's license
<input checked="" type="checkbox"/>	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
<input type="checkbox"/>	Proof of an independent safety inspection of all vehicles to be used in the business (form included with app)
<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: <ul style="list-style-type: none">• 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
<input checked="" type="checkbox"/>	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)
<input checked="" type="checkbox"/>	A copy of the business's registration with the Indiana Secretary of State.
<input checked="" type="checkbox"/>	A copy of the Employer ID number
<input checked="" type="checkbox"/>	A signed copy of the Prohibited Location Agreement (included with application)
<input checked="" type="checkbox"/>	A signed copy of the Standards of Conduct Agreement (included with application)
<input checked="" type="checkbox"/>	Fire inspection (if required)
<input checked="" type="checkbox"/>	Picture of truck or trailer
<input checked="" type="checkbox"/>	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler License.

For City Of Bloomington Use Only

Date Received: Received in ESD	Received By: <i>Swath</i>	Date Approved:	Approved By:
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NOV 25 2024

11/25 Pending receipt of safety inspection.
Sent email.

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

State Form 48099 (R57-17)
Approved by State Board of
Accounts 2017



CLASS	1	AGE	25	ISSUE DATE	02/01/24	PUR DATE	04/17/17	COUNTY	53 - MONROE	TP	PL YR	R	24	PLATE	TK661NFG	PL TP	GT	11	WEIGHT	23	LS	N	GT	TK661NFG
EXPIRATION DATE	01/31/25			MUNICIPALITY			NONE OF THE ABOVE			VEHICLE YEAR	99	MAKE	CHE	MODEL	P30	VEHICLE IDENTIFICATION NUMBER	1GBHP32R2X330 7887			TK	COLOR			WHI
CURRENT YEAR TAX	EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/SUR	MUN. WHEEL/SUR	STATE REG FEE	ADMIN FEE	TOTAL	CURRENT YEAR TAX	EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/SUR	MUN. WHEEL/SUR	STATE REG FEE	ADMIN FEE	TOTAL	PRIOR YEAR PL				
PRIOR YEAR TAX	EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/SUR	MUN. WHEEL/SUR	STATE REG FEE	ADMIN FEE	TOTAL	PRIOR YEAR TAX	EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/SUR	MUN. WHEEL/SUR	STATE REG FEE	ADMIN FEE	TOTAL	PRIOR YR PL				
REGISTRATION LICENSE TYPE																								
TRUCK 11,000 GENERAL TRUCK NEW FORMAT																								

Legal Address
1507 W ARLINGTON RD
BLOOMINGTON IN 47404-2111



PILIS PARTY TACO LLC

1507 W ARLINGTON RD

BLOOMINGTON IN 47404-2111

0101

192:5:94





STATE OF INDIANA

Eric J. Holcomb, Governor

Joe B. Hoage, Commissioner
Bureau of Motor Vehicles
100 North Senate Avenue
Indianapolis, Indiana 46204

Certification of Driver's Record

For: IVAN ALEJANDRO MACEDA VELA
DOB: 02/27/1982
STATUS: VALID as of 11/22/2023
NUMBER of DOCUMENTS: 1

I, Rebekah Erwin, Director of Driver Records of the Indiana Bureau of Motor Vehicles and custodian of its records, hereby attest that the attached is a true and complete copy of the record, as requested, and as it appears in the files of the Indiana Bureau of Motor Vehicles.

Therefore, by my duly authorized representative, I certify this record by my signature and by the seal of the Indiana Bureau of Motor Vehicles this 22nd of November, 2023.

Rebekah Erwin, Director of Driver Records





STATE OF INDIANA

Eric J. Holcomb, Governor

BUREAU OF MOTOR VEHICLES

100 North Senate Avenue
Indianapolis, Indiana 46204
Telephone: (888) 692-6841

Joe B. Hoage, Commissioner

Indiana Official Driver Record

As of 11/22/2023 4:09 pm

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

IVAN ALEJANDRO MACEDA VELA
805 E HILLSIDE DR
BLOOMINGTON, IN 47401-6532

License number: 3139-10-8480
License type: DRIVERS
License expires: 02/27/2027
License status: VALID
SR22: Not needed

Birth date: 02/27/1982 Gender: MALE

Current points: 0
Social Security #:

Physical Description: Height: 5'9" Weight: 165lbs Hair color: BROWN Eye color: BROWN Donor: T

Endorsements: None

Pending Endorsements: None

Restrictions: CORRECTIVE LENSES

Pending Restrictions: None

Suspension Information -- (* indicates active suspensions)

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

No Suspensions were found.

Pending Suspension Information

No Pending Suspensions were found.

Disqualification Information -- (* indicates active disqualifications)

No Disqualifications were found.

Pending Disqualification Information

No Pending Disqualifications were found.

Out of State Withdrawal Information

No OOS Withdrawals were found.

Driver number: 3139-10-8480 IVAN ALEJANDRO MACEDA VELA

DOB: 02/27/1982

Convictions -- (* indicates active points)

Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazmat
11/20/2017	2	SPEEDING 60/45	07/29/2017	BROWN CIRCUIT / 07C011708IF000568			No	No

Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
4	07/31/2020	805 E HILLSIDE DR	BLOOMINGTON	IN	47401-6532
3	06/01/2016	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
2	11/12/2014	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
1	08/09/2013	203 E 15TH ST	BLOOMINGTON	IN	47408-1723

Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
4	07/31/2020	805 E HILLSIDE DR	BLOOMINGTON	IN	47401-6532
3	06/01/2016	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
2	11/12/2014	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
1	08/09/2013	203 E 15TH ST	BLOOMINGTON	IN	47408-1723

Credential Issuance

Interim Credential Issue Date: 7/29/2021, Expiration Date: 8/28/2021, Reason: DUPLICATE DL, IN-STATE, Control #: 18608862

Issue Date: 07/29/2021, Duplicate License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 02/27/2027

Interim Credential Issue Date: 7/31/2020, Expiration Date: 8/30/2020, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 16626318

Interim Credential Issue Date: 7/31/2020, Expiration Date: 8/30/2020, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 16626328

Issue Date: 07/31/2020, Renew License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 02/27/2027

Interim Credential Issue Date: 6/1/2016, Expiration Date: 7/1/2016, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 8945083

Issue Date: 06/01/2016, Renew License, DRIVERS, Endorsements: None, Restrictions: 9, Expiration Date: 07/30/2020

Interim Credential Issue Date: 11/12/2014, Expiration Date: 12/12/2014, Reason: AMEND DL W/O CARD, IN-STATE, Control #: 6569472

Issue Date: 11/12/2014, Amend License, DRIVERS, Endorsements: None, Restrictions: 9B, Expiration Date: 07/30/2015

Interim Credential Issue Date: 8/10/2013, Expiration Date: 9/9/2013, Reason: NEW ISSUE DL, OUT-OF-STATE, Control #: 5030238

Issue Date: 08/10/2013, Issue Drivers, DRIVERS, Endorsements: None, Restrictions: 9B, Expiration Date: 07/30/2015

Remarks

No Remarks were found.

* End of Driver Record *



CITY OF
BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Elite Auto inc

INSPECTOR'S NAME Kyle Toliver

INSPECTOR'S PHONE # 812-714-8035

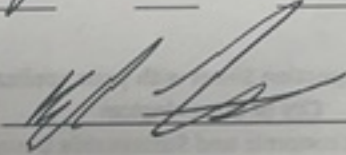
DATE OF INSPECTION 11/21/24

NAME OF VENDOR Pilis Party Taco

MAKE Chevrolet MODEL Forward control VIN 1G1BHP32R2X3307887

VEHICLE YEAR 1999 TYPE OF VEHICLE ☒ TRUCK ☐ TRAILER

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
FLASHERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
REFLECTORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
HORN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WINDSHIELD WIPERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
MIRRORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
SEATBELTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BUMPER HEIGHT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>16 1/4 in</u>
ALL WINDOWS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
MUFFLER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
TIRES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BRAKES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DOORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
GENERAL CONDITION OF VEHICLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

SIGNATURE OF INSPECTOR: 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/08/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Insurance Group 1405 N. College Avenue Bloomington IN 47404	CONTACT NAME: Audrey Frye PHONE (A/C, No, Ext): (812) 331-3230 FAX (A/C, No): E-MAIL ADDRESS: audreyf@figprotects.com
INSURED Pilis Party Taco LLC 1507 W Arlington Rd <i>Truck 1</i> Bloomington IN 47404	INSURER(S) AFFORDING COVERAGE INSURER A: Auto-Owners Insurance Company NAIC # 18988 INSURER B: LM Insurance Corporation INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL2432019460

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		09290556	04/13/2024	04/13/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included Hired & Non-owned Auto \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> 19 <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			5329055600	04/13/2024	04/13/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 100,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ OCCUR CLAIMS-MADE						PROPERTY DAMAGE EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC5-33S-B21K3Q-012	01/06/2024	12/23/2024	E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Bloomington Indiana is Additional Insured with respect to General Liability as required by written contract.
Truck #1: 1999 Chevrolet P32 VIN: 1GBHP32R2X3307887
Truck #2: 1998 Chevrolet P32 VIN: 1GBHP32R2W3304910
Truck #3: 2019 Ford F59 VIN: 1F66F5KY0K0A09201

CERTIFICATE HOLDER

CANCELLATION

City of Bloomington 401 N. Morton St, Ste 130 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. AUTHORIZED REPRESENTATIVE <i>Audrey Frye</i>
--	---

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Bloomington, Indiana 47402

f. 812.349.3520

Date Release Signed

BUSINESS INFORMATION
DIEGO MORALES
INDIANA SECRETARY OF STATE
11/25/2024 04:44 PM

Business Details

Business Name: **PILI'S PARTY TACO LLC** Business ID: **201608221155053**
Entity Type: **Domestic Limited Liability Company** Business Status: **Active**
Creation Date: **08/22/2016** Inactive Date:
Principal Office Address: **1507 W Arlington Rd, Bloomington, IN, 47404, USA** Expiration Date: **Perpetual**
Jurisdiction of Formation: **Indiana** Business Entity Report Due Date: **08/31/2026**
Years Due:

Governing Person Information

Title	Name	Address
Vice President	Maria Del Pilar Gonzalez Mora	1507 w arlington rd, Bloomington, IN, 47404, USA
President	Armando Pioquinto	1507 w arlington rd, Bloomington, IN, 47404, USA

Registered Agent Information

Type: **Individual**
Name: **MARIA DEL PILAR GONZALEZ**
Address: **1507 W Arlington Rd., Bloomington, IN, 47404, USA**



Department of the Treasury
Internal Revenue Service
Ogden, UT 84201

In reply refer to: 0444190358
Aug 26, 2016 LTR 147C
32-0503571

PILIS PARTY TACO LLC
MARIA GONZALEZ SOLE MBR
2215 S ROCKPORT RD
BLOOMINGTON IN 47403

Taxpayer Identification Number: 32-0503571

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of August 26th, 2016.

Your Employer Identification Number (EIN) is 32-0503571. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

/S/Ms. Lawrence
1001866411
Customer Service Representative

Kerry Thomson

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

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

Vendor:

Name: Maria del Pilar Gonzalez

Signature: M. del Pilar Gonzalez

Date: _____

Kerry Thomson

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

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 poles, 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.
- 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:

Name: Maria del Pilar Gonzalez

Signature: M. del Pilar Gonzalez

Date: _____



City of Bloomington Fire Department

PO Box 100
Bloomington Indiana 47402
812-332-9763

Mayor Kerry Thomson

Fire Chief Roger Kerr

Current Date

11/21/2024

Inspected by

Chuck Edward Cohenour

Next Inspection Date

11/21/2025

Inspection Number

BFD-2024-0003084

Business Name

Pilis Party Taco
Truck #2 *11/*

Address

1507 West
Arlington rd

City

Bloomington

State

IN

Zip

47404

Suite

--

Fire Inspection Results

No fire code violations found.

Thank You

On 11/21/2024 the Pilis Party Taco Truck #2 was inspected by Bloomington Fire Department and no deficiencies were found.

Inspection Signatures

Occupancy Contact Signature

Maria del Pilar Gonzalez
Building Owner
812-219-0539

Pilispartytaco@hotmail.com

Inspector Signature

Chuck Edward Cohenour
Deputy Fire Marshal
812-369-2201
charles.cohenour@bloomington.in.gov



Mobile Food Service Establishment License

Monroe County Health Department

This is to certify that:

Pili's Party Taco #1

Maria Del Pilar Gonzalez

2361 W. Rappel Avenue

Bloomington, IN 47404

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:

1/19/2024

By

A handwritten signature in black ink, appearing to read 'P. H. B.', is written over a horizontal line.

Monroe County Health Officer

2024

NON-NEGOTIABLE AND NOT TRANSFERABLE

PERMIT EXPIRES FEBRUARY 28, 2025



REGISTERED RETAIL MERCHANT CERTIFICATE

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

PILIS PARTY TACO LLC
2215 S ROCKPORT RD
BLOOMINGTON IN 47403-3339

FEIN 32-0503571
LOC ID 0159485118-001
ISSUED February 29, 2024
EXPIRES March 31, 2025

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

THIS LICENSE:
IS NOT TRANSFERRABLE TO ANY OTHER PERSON.
IS NOT SUBJECT TO REBATE.
IS VOID IF ALTERED.



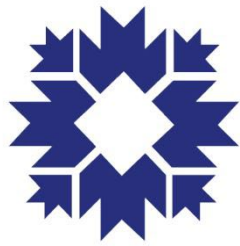
PILIS PARTY TACO LLC
1507 W ARLINGTON RD
BLOOMINGTON IN 47404-2111

A handwritten signature in cursive script, reading "Robert J. Jenner".

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN THE LOCATION SHOWN

----- (Cut or Fold Here) -----



CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

Project/Event:	Mobile Vendor in Right of Way
PW Resolution No:	2024-079
Petitioner/Representative:	Maria del Pilar Gonzalez, Owner of Pili's Party Taco Truck - 2
Staff Representative:	Susan Coates
Meeting Date:	12/03/2024

Pili's Party Taco Truck - 2, by its owner, Maria del Pilar Gonzalez, 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 2024-079
CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
Mobile Vendor in Public Right of Way
Pili's Party Taco Truck - 2

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, Pili's Party Taco Truck - 2 (“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 12/6/2024, and ending on 12/6/2025.
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 3rd DAY OF DECEMBER 2024.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

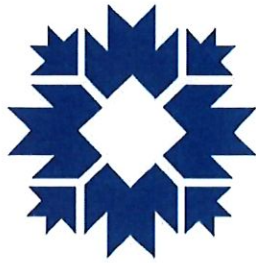
James Roach, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2024-079 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Maria del Pilar Gonzalez

Date: _____

RESOLUTION 2024-079



CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

Business License Cover Sheet

Business Name	Pili's Party Taco Truck - 2
License Type	Mobile Vendor License
Contact	Maria del Pilar Gonzalez
Phone	812-219-0539
Email	pilispartytaco@hotmail.com
BPW Resolution No (if applicable)	2024-079
Issue Date of License	12/6/2024
Expiration Date of License	12/6/2025
Scanned?	<input checked="" type="checkbox"/>
Renewal Date for License	12/6/2025
Department Head	Jane Kupersmith
Record Destruction Date	12/6/2028
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

Pili's Party
TACO

Res-2024-079.



CITY OF BLOOMINGTON

MOBILE VENDOR LICENSE APPLICATION

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

1. License Length and Fee Application

Length of
License: 1 Year - \$350

pol 10/25/24
box # 1328
Truck # 2

2. Applicant Information

Name:	Maria del Pilar Gonzalez		
Title/Position:	Owner		
Date of Birth:	08/31/75		
Address:	1507 w Arlington Rd		
City, State, Zip:	Bloomington IN 47403		
E-Mail Address:	pilispartytaco@hotmail.com		
Phone Number:	-----	Mobile Phone:	812-219-0539

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

If applicant is not a resident of Indiana, they must designate a resident to serve as a contact.

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

Received in ESD

NOV 25 2024

4. Company Information

Name of Employer:	Pilis Party Taco #2			
Address of Employer:	1507 w Arlington 47404			
City, State, Zip:	Bloomington IN 47404			
Employment Start Date:	8/12/24	End Date (If known):		
Phone Number:	812-219-0539			
Website / Email:	pilispartytaco.com pilispartytaco@hotmail.com			
Company is a:	<input checked="" type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> 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
Armando Pioquinto	1507 w Arlington Rd Bloomington IN 47404

6. Company Incorporation Information (For Corporations and LLCs Only)

Date of incorporation or organization:	8/12/16
State of incorporation or organization:	8/12/16
(If Not Indiana) Date qualified to transact business in state of Indiana:	8/12/16

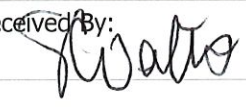

7. Description of product or service to be sold and any equipment to be used

Mexican Food		
Planned hours of operation:	9:pm to 11:pm	
Place or places where you will conduct business (If private property, attach written permission from property owner):		
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 <input type="checkbox"/>	No <input checked="" type="checkbox"/>
(If Yes) Provide details		

8. You are required to secure, attach, and submit the following:

<input checked="" type="checkbox"/>	A copy of the Indiana registration for the vehicle
<input checked="" type="checkbox"/>	Copy of a valid driver's license
<input checked="" type="checkbox"/>	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
<input checked="" type="checkbox"/>	Proof of an independent safety inspection of all vehicles to be used in the business (form included with app)
<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: <ul style="list-style-type: none">• 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
<input checked="" type="checkbox"/>	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)
<input checked="" type="checkbox"/>	A copy of the business's registration with the Indiana Secretary of State.
<input checked="" type="checkbox"/>	A copy of the Employer ID number
<input checked="" type="checkbox"/>	A signed copy of the Prohibited Location Agreement (included with application)
<input checked="" type="checkbox"/>	A signed copy of the Standards of Conduct Agreement (included with application)
<input type="checkbox"/>	Fire inspection (if required)
<input checked="" type="checkbox"/>	Picture of truck or trailer
<input checked="" type="checkbox"/>	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler License.

For City Of Bloomington Use Only

Date Received: Received in ESD NOV 25 2024	Received By: 	Date Approved: 11/25/24	Approved By: 
--	---	----------------------------	---

Truck #2

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

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



CLASS	12	AGE	5	ISSUE DATE	02/01/24	PUR DATE	04/22/22	COUNTY	53 - MONROE	TP	PL YR	PLATE	GT	PL TP	WEIGHT	PR YR	LS	TYPE	PRIOR YR PL
EXPIRATION DATE		01/31/25		MUNICIPALITY		BLOOMINGTON		VEHICLE YEAR	19	MAKE	FOR	MODEL	VEHICLE IDENTIFICATION NUMBER		1F66F5KYY0K0A09201		VA	TYPE	COLOR
CURRENT		EX TAX	114.00	EX CREDIT	0.00	NET EX TAX	114.00	CO. WHEEL/SUR	25.00	MUN. WHEEL/SUR	0.00	STATE REG FEE	45.35	ADMIN FEE	15.00	TOTAL	199.35		
PRIOR		EX TAX	0.00	EX CREDIT	0.00	NET EX TAX	0.00	CO. WHEEL/SUR	0.00	MUN. WHEEL/SUR	0.00	STATE REG FEE	0.00	ADMIN FEE	0.00	TOTAL	0.00		
REGISTRATION LICENSE TYPE																			
TRUCK 11,000 GENERAL TRUCK NEW FORMAT																			

Legal Address
1507 W ARLINGTON RD
BLOOMINGTON IN 47404-2111

PILIS PARTY TACO LLC

1507 W ARLINGTON RD

BLOOMINGTON IN 47404-2111

0303

000.00.000



- INSTRUCTIONS FOR APPLYING PLATE DECALS:
1. Verify plate number and decal match.
 2. Do not attempt to apply decal if temperature is below -10 degrees Fahrenheit.
 3. Clean and dry plate before affixing new decal.
 4. Remove decal by bending corner of card under decal along dotted line.
 5. Next, lift up corner of decal where card is creased. Decal is fragile peel decal off slowly.
 6. Place decal in the upper right corner of your license plate.
 8. Rub or press firmly around edges of decal after applying.

PEEL HERE



STATE OF INDIANA

Eric J. Holcomb, Governor

Joe B. Hoage, Commissioner
Bureau of Motor Vehicles
100 North Senate Avenue
Indianapolis, Indiana 46204

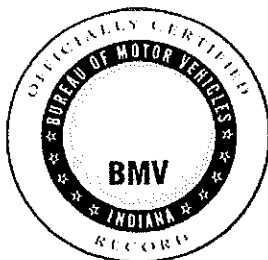
Certification of Driver's Record

For: IVAN ALEJANDRO MACEDA VELA
DOB: 02/27/1982
STATUS: VALID as of 11/22/2023
NUMBER of DOCUMENTS: 1

I, Rebekah Erwin, Director of Driver Records of the Indiana Bureau of Motor Vehicles and custodian of its records, hereby attest that the attached is a true and complete copy of the record, as requested, and as it appears in the files of the Indiana Bureau of Motor Vehicles.

Therefore, by my duly authorized representative, I certify this record by my signature and by the seal of the Indiana Bureau of Motor Vehicles this 22nd of November, 2023.

Rebekah Erwin, Director of Driver Records





STATE OF INDIANA

Eric J. Holcomb, Governor

BUREAU OF MOTOR VEHICLES

100 North Senate Avenue
Indianapolis, Indiana 46204
Telephone: (888) 692-6841

Joe B. Hoage, Commissioner

Indiana Official Driver Record

As of 11/22/2023 4:09 pm

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

IVAN ALEJANDRO MACEDA VELA
805 E HILLSIDE DR
BLOOMINGTON, IN 47401-6532

License number: 3139-10-8480
License type: DRIVERS
License expires: 02/27/2027
License status: VALID
SR22: Not needed

Birth date: 02/27/1982 Gender: MALE Current points: 0
Social Security #:

Physical Description: Height: 5'9" Weight: 165lbs Hair color: BROWN Eye color: BROWN Donor: T

Endorsements: None

Pending Endorsements: None

Restrictions: CORRECTIVE LENSES

Pending Restrictions: None

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

No Suspensions were found.

Pending Suspension Information

No Pending Suspensions were found.

Disqualification Information -- (* indicates active disqualifications)

No Disqualifications were found.

Pending Disqualification Information

No Pending Disqualifications were found.

Out of State Withdrawal Information

No OOS Withdrawals were found.

Convictions -- (* indicates active points)

Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazmat
11/20/2017	2	SPEEDING 60/45	07/29/2017	BROWN CIRCUIT / 07C011708IF000568			No	No

Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
4	07/31/2020	805 E HILLSIDE DR	BLOOMINGTON	IN	47401-6532
3	06/01/2016	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
2	11/12/2014	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
1	08/09/2013	203 E 15TH ST	BLOOMINGTON	IN	47408-1723

Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
4	07/31/2020	805 E HILLSIDE DR	BLOOMINGTON	IN	47401-6532
3	06/01/2016	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
2	11/12/2014	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
1	08/09/2013	203 E 15TH ST	BLOOMINGTON	IN	47408-1723

Credential Issuance

Interim Credential Issue Date: 7/29/2021, Expiration Date: 8/28/2021, Reason: DUPLICATE DL, IN-STATE, Control #: 18608862

Issue Date: 07/29/2021, Duplicate License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 02/27/2027

Interim Credential Issue Date: 7/31/2020, Expiration Date: 8/30/2020, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 16626318

Interim Credential Issue Date: 7/31/2020, Expiration Date: 8/30/2020, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 16626328

Issue Date: 07/31/2020, Renew License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 02/27/2027

Interim Credential Issue Date: 6/1/2016, Expiration Date: 7/1/2016, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 8945083

Issue Date: 06/01/2016, Renew License, DRIVERS, Endorsements: None, Restrictions: 9, Expiration Date: 07/30/2020

Interim Credential Issue Date: 11/12/2014, Expiration Date: 12/12/2014, Reason: AMEND DL W/O CARD, IN-STATE, Control #: 6569472

Issue Date: 11/12/2014, Amend License, DRIVERS, Endorsements: None, Restrictions: 9B, Expiration Date: 07/30/2015

Interim Credential Issue Date: 8/10/2013, Expiration Date: 9/9/2013, Reason: NEW ISSUE DL, OUT-OF-STATE, Control #: 5030238

Issue Date: 08/10/2013, Issue Drivers, DRIVERS, Endorsements: None, Restrictions: 9B, Expiration Date: 07/30/2015

Remarks

No Remarks were found.

* End of Driver Record *



MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Elite Auto inc
INSPECTOR'S NAME Kyle Toliver INSPECTOR'S PHONE # 812-675-3847
DATE OF INSPECTION 11/21/24
NAME OF VENDOR Pili's Party Taco
MAKE Ford MODEL Forward control VIN 1F66F5KY0K0A09201
VEHICLE YEAR 2019 TYPE OF VEHICLE ☒ TRUCK ☐ TRAILER

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
FLASHERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
REFLECTORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
HORN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WINDSHIELD WIPERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
MIRRORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
SEATBELTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BUMPER HEIGHT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
ALL WINDOWS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
MUFFLER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
TIRES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BRAKES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DOORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
GENERAL CONDITION OF VEHICLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

SIGNATURE OF INSPECTOR:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/08/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Insurance Group 1405 N. College Avenue Bloomington IN 47404		CONTACT NAME: Audrey Frye PHONE (A/C, No, Ext): (812) 331-3230 E-MAIL ADDRESS: audreyf@figprotects.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Auto-Owners Insurance Company	
		INSURER B: LM Insurance Corporation	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2432019460 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		09290556	04/13/2024	04/13/2025	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> 19 <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			5329055600	04/13/2024	04/13/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED \$ RETENTION \$							Uninsured motorist \$ 100,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC5-33S-B21K3Q-012	01/06/2024	12/23/2024	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	E.L. EACH ACCIDENT \$ 500,000						
	E.L. DISEASE - EA EMPLOYEE \$ 500,000						
	E.L. DISEASE - POLICY LIMIT \$ 500,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Bloomington Indiana is Additional Insured with respect to General Liability as required by written contract.
Truck #1: 1999 Chevrolet P32 VIN: 1GBHP32R2X3307887
Truck #2: 1998 Chevrolet P32 VIN: 1GBHP32R2W3304910
Truck #3: 2019 Ford F59 VIN: 1F66F5KY0K0A09201

CERTIFICATE HOLDER

CANCELLATION

City of Bloomington 401 N. Morton St, Ste 130 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.
	AUTHORIZED REPRESENTATIVE

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Kerry Thomson

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

1. The undersigned, in exchange for the issuance of a license by the City of Bloomington Controller, agrees to release, hold harmless, and forever indemnify the City of Bloomington and any and all City employees, officers, and agents from any claim or claims which may arise out of any incident connected with or in any way related to his/her issuance of a license by the City of Bloomington or his/her operation of a business which was licensed by the City of Bloomington. This includes claims for personal injury, death, property damage, and/or any other type of harm or injury.
2. The undersigned shall, and hereby does, indemnify, defend, and hold harmless the City of Bloomington and any and all City employees, officers, and agents from and against any and all actions, costs, claims, suits, losses, expenses or damages, including but not limited to attorneys' fees and court costs, arising out of the undersigned's operation of a business which has been licensed by the City of Bloomington.
3. The undersigned understands this release binds him/herself, his/her spouse, and all heirs, executors, partners, co-owners and administrators of those individuals.

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

Maria del Pilar Gonzalez

Name, Printed



Signature

Date Release Signed

BUSINESS INFORMATION
DIEGO MORALES
INDIANA SECRETARY OF STATE
11/25/2024 04:44 PM

Business Details


Business Name: **PILI'S PARTY TACO LLC** Business ID: **201608221155053**
Entity Type: **Domestic Limited Liability Company** Business Status: **Active**
Creation Date: **08/22/2016** Inactive Date:
Principal Office Address: **1507 W Arlington Rd, Bloomington, IN, 47404, USA** Expiration Date: **Perpetual**
Jurisdiction of Formation: **Indiana** Business Entity Report Due Date: **08/31/2026**
Years Due:

Governing Person Information

Title	Name	Address
Vice President	Maria Del Pilar Gonzalez Mora	1507 w arlington rd, Bloomington, IN, 47404, USA
President	Armando Pioquinto	1507 w arlington rd, Bloomington, IN, 47404, USA

Registered Agent Information

Type: **Individual**
Name: **MARIA DEL PILAR GONZALEZ**
Address: **1507 W Arlington Rd., Bloomington, IN, 47404, USA**

 **Department of the Treasury**
Internal Revenue Service
Ogden, UT 84201

In reply refer to: 0444190358
Aug 26, 2016 LTR 147C
32-0503571

PILIS PARTY TACO LLC
MARIA GONZALEZ SOLE MBR
2215 S ROCKPORT RD
BLOOMINGTON IN 47403

Taxpayer Identification Number: 32-0503571

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of August 26th, 2016.

Your Employer Identification Number (EIN) is 32-0503571. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

/S/Ms. Lawrence
1001866411
Customer Service Representative

Kerry Thomson

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

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

Vendor:

Name: Maria del Pilar Gonzalez

Signature: M. del Pilar Gonzalez

Date: _____

Kerry Thomson

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

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 poles, 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

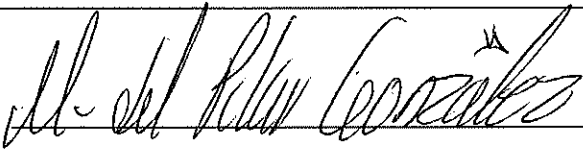
noise is being emitted on a sound level meter operated on the "A" weighting network (scale).

- 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.
- 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:

Name: Maria del Pilar Gonzalez

Signature: 

Date: _____



City of Bloomington Fire Department

PO Box 100
Bloomington Indiana 47402
812-332-9763

Mayor Kerry Thomson

Fire Chief Roger Kerr

Current Date	Inspected by	Next Inspection Date	Inspection Number
11/21/2024	Chuck Edward Cohenour	11/21/2025	BFD-2024-0003084

Business Name	Address	City	State	Zip
Pilis Party Taco Truck #2	1507 West Arlington rd	Bloomington	IN	47404
		Suite		
		--		

Fire Inspection Results

No fire code violations found.

Thank You

On 11/21/2024 the Pilis Party Taco Truck #2 was inspected by Bloomington Fire Department and no deficiencies were found.

Inspection Signatures

Occupancy Contact Signature

A handwritten signature in black ink, appearing to read "Maria del Pilar Gonzalez".

Maria del Pilar Gonzalez
Building Owner
812-219-0539
Pilispartytaco@hotmail.com

Inspector Signature

A handwritten signature in black ink, appearing to read "Chuck Edward Cohenour".

Chuck Edward Cohenour
Deputy Fire Marshal
812-369-2201
charles.cohenour@bloomington.in.gov



Mobile Food Service Establishment License

Monroe County Health Department

This is to certify that:

Pili's Party Taco #2

Maria Del Pilar Gonzalez

2631 W. Rappel Avenue

Bloomington, IN 47404

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:

1/19/2024

2024

By

A handwritten signature in black ink, appearing to read 'P. J. ...', is written over a horizontal line.

Monroe County Health Officer

NON-NEGOTIABLE AND NOT TRANSFERABLE

PERMIT EXPIRES FEBRUARY 28, 2025



REGISTERED RETAIL MERCHANT CERTIFICATE

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

PILIS PARTY TACO LLC
2215 S ROCKPORT RD
BLOOMINGTON IN 47403-3339

FEIN 32-0503571
LOC ID 0159485118-001
ISSUED February 29, 2024
EXPIRES March 31, 2025

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

THIS LICENSE:
IS NOT TRANSFERRABLE TO ANY OTHER PERSON.
IS NOT SUBJECT TO REBATE.
IS VOID IF ALTERED.



PILIS PARTY TACO LLC
1507 W ARLINGTON RD
BLOOMINGTON IN 47404-2111

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN THE LOCATION SHOWN

----- (Cut or Fold Here) -----

Standards Conditions of Approval

- 1) The applicant must identify the exact date(s) for which the work will take place. If an exact date(s) isn't provided with the permit application, the permit holder is required to contact City of Bloomington Engineering staff with the request at least 72 hrs BEFORE a closure begins. The City of Bloomington Engineering staff reserves the right to decline the request, or modify the previously approved terms of the permit, if the request cannot be accommodated. Permittees are required to notify Engineering staff if the permitted dates can no longer be adhered to.
- 2) ALL EXCAVATIONS must be inspected by City of Bloomington Engineering staff. Contact the inspector by phone number listed on each permit. The general contact number is (812) 349-3913.
- 3) Contact the Utility Coordinator at the City of Bloomington Utilities Department if placing a new or working on an existing sanitary sewer lateral or water line/meter placement at (812)349-3930.
- 4) This permit does not authorize the closure of any metered or permit parking zones unless expressly stated. Contact Parking Services if the work will require the closure of metered or permit parking zones at 812-349-3436.
- 5) Any brick or inlaid limestone sidewalks or brick-surfaced streets shall remain undisturbed, unless specific permission is requested by the permit holder and granted by the City. Work on these facilities are subject to historic preservation approvals. If these facilities are disturbed: The surface material shall be taken up, saved, and re-installed to City of Bloomington specifications. Backfill methods and materials must also meet these specifications.
- 6) This approval only covers concerns within the jurisdictions of the City of Bloomington Engineering Department. It is the responsibility of the applicant to identify, and apply for any additional permits that other entities or agencies may also need to grant approval for.
- 7) Projects shall conform to all current A.D.A.(Americans with Disabilities Act) and PROWAG (Public Rights-of-Way Accessibility Guidelines) standards.
- 8) All utility work shall conform to specifications to be obtained from the owner of the affected utility, and work on said utility shall be performed only with expressed permission of its owner. It shall be the responsibility of the permittee to obtain any necessary inspections or approvals from the owner of the utilities involved.
- 9) All required traffic control measures shall be in place before work begins. The permittee shall be responsible for supplying and placing all required signs and barricades. The City of Bloomington Engineering staff reserves the right to require modifications to a previously approved traffic control plan if deficiencies or enhancements are identified in the implementation. City of Bloomington staff may require the permittee to secure the excavations and vacate the right-of-way until such time that the modifications can be made.
- 10) Any work in the right-of-way shall conform to the City of Bloomington Standards and Specifications. Copies of these requirements and other resources are available from the Engineering Department or at 'Public Right of Way Permits and Resources' found at the following webpage: <https://bloomington.in.gov/engineering/resources>. All damaged Public Improvements must be repaired to prior conditions or improved conditions.
- 11) Any damage to any underground facility or utility must be reported immediately to the City of Bloomington Engineering Department and the owner of the facility or utility (if known). If not, the permittee may be required to re-excavate the damaged facility or utility, at their expense, to demonstrate that repairs have been made to the satisfaction of the owner of the damaged facility or utility. Permittee shall be responsible for all costs associated to the repair of any damage of City-owned utilities, signs, or other appurtenances that results from the use or excavation of the Right-of-Way.
- 12) All existing signs, or appurtenances (STOP, YIELD, NO PARKING, bollards, parking meters, etc.) that are owned by the City of Bloomington shall be removed and replaced only by the City of Bloomington personnel unless previously approved by the City Engineer or their designee. Any unapproved signs removed, or installed, by the permittee are subject to removal or replacement with permittee being billed for time and materials.
- 13) All existing pavement markings (crosswalks, edge lines, etc) that are disturbed within the Right-of-Way shall be replaced at the direction of the City Engineer or their designee.
- 14) Permittee should backfill pavement excavations and excavations adjacent to multimodal transportation facilities when work is not actively occurring. If excavations cannot be backfilled, permittee shall notify the Engineering Department when steel plates are to be used within the Right-of-Way. The permittee is responsible for providing the specification and placement of steel plates to Engineering staff for approval prior to placement.
- 15) Permittee shall be responsible for repairing any damage to both paved and unpaved portions of the Right-of-Way that results from either the excavation or use of the Right-of-Way in accordance with all City Standards.



Board of Public Works Staff Report

Project/Event:	Crew Car Wash Sanitary Sewer and Water Road Cut
Staff Representative:	Kyle Baugh
Petitioner/Representative:	Brandon Weddle
Date:	December 3 rd , 2024

Report: Peterson Construction is requesting lane shifts on N Pete Ellis Dr as part of the project at 3rd St and Pete Ellis Dr. This request accommodates a street cut for utility connections. Traffic control will be in place from December 3rd, 2024, through December 5th, 2024.

Peterman Construction has provided maintenance of traffic plans for all work. They have also notified law enforcement, Bloomington Transit, and adjacent property owners.



November 13, 2024

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

Re: Crew Carwash Sanitary and Water Road Cut

Dear Board Members:

Crider & Crider is working on the Peterson project for Crew Carwash project at Pete Ellis Dr and 3rd St. To facilitate this project, we are respectfully requesting the temporary closure of Pete Ellis from 3rd street to the McDonald's Entrance approx. 150 Feet north of 3rd on Pete Ellis Dr. Crider would be requesting this Closure from 11/20-11/22. It is our understanding that this would likely have to be nighttime work due to the heavy traffic in the area. So, we would only be requesting from 7pm-7am with the closure removed after each night and reopened to traffic during the day.

Crider & Crider will coordinate with the City of Bloomington and City of Bloomington Utilities, law enforcement and transit providers to assure that this restriction and closure information is well communicated. Therefore Peterson and Crider & Crider respectfully requests that the Board of Public Works approves the closure referenced above from November 20, 2024 through November 22, 2024 from the hours of 7pm-7am.

Kind Regards,

D. Brandon Weddle

Sr. Project Manager

Cc: James Ford-Crider
Stephen Rosiek-Peterson
Rob Jarboe-Peterson



NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:	Water and Sanitary tap for Crew Carwash			
Location of Event:	10th and Pete Ellis Drive			
Date of Event:	11/20,11/21,11/22	Time of Event:	Start: 7pm	
Calendar Day of Week:	Wed, Thurs, Fri		End: 7am	
Description of Event:	Trenching through Pete Ellis Drive to install the domestic water and make the sanitary tap for a new Crew Carwash			
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker	Will Noise be Amplified? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, to Benefit:			

Applicant Information

Name:	James Ford		
Organization:	Crider & Crider	Title:	Project Manager
Physical Address:	1900 Liberty Drive Bloomington, IN 47403		
Email Address:	jford@criderandcrider.com	Phone Number:	(812) 803-0057
Signature:	James E. Ford	Date:	11/13/2024

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

Date

Elizabeth Karon, Vice-President

James Roach, Secretary

INDEX

SHEET NO.	SUBJECT
1	Flagger Operation for Two Lane Roads, Index and General Notes
2	Flagger Operation for Multiple Work Areas with Posted Speed \geq 50 mph
3	Flagger Operation for Urban Two Lane Roads with Posted Speed < 50 mph (Single Work Area)
4	Flagger Operation on Horizontal Curves (Single Work Area)
5	Maintenance of Traffic for Mobile Operation with Flaggers for Two Lane Roads
6	Flagger Operation for Temporary Traffic Stoppage for Two Lane Roads

GENERAL NOTES:

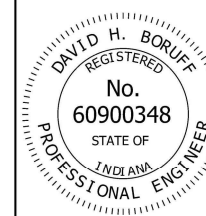
1. Unless otherwise noted, the spacing of channelizing devices in tangent sections shall be 100 ft where the posted speed limit is 50 mph or greater, and the spacing shall be 50 ft where the posted speed limit is less than or equal to 45 mph.
2. For temporary lane closures during daylight hours, cones or tubular markers may be used in lieu of drums.
3. Temporary pavement markings shall not be required for temporary daylight lane closures
4. Channelizing devices as shown are schematic, the number of channelizing devices will vary based on field conditions.
5. The posted speed limit is the permanent posted speed limit prior to road construction.

INDIANA DEPARTMENT OF TRANSPORTATION

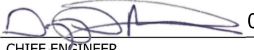
FLAGGER OPERATION FOR TWO LANE ROADS,
INDEX AND GENERAL NOTES

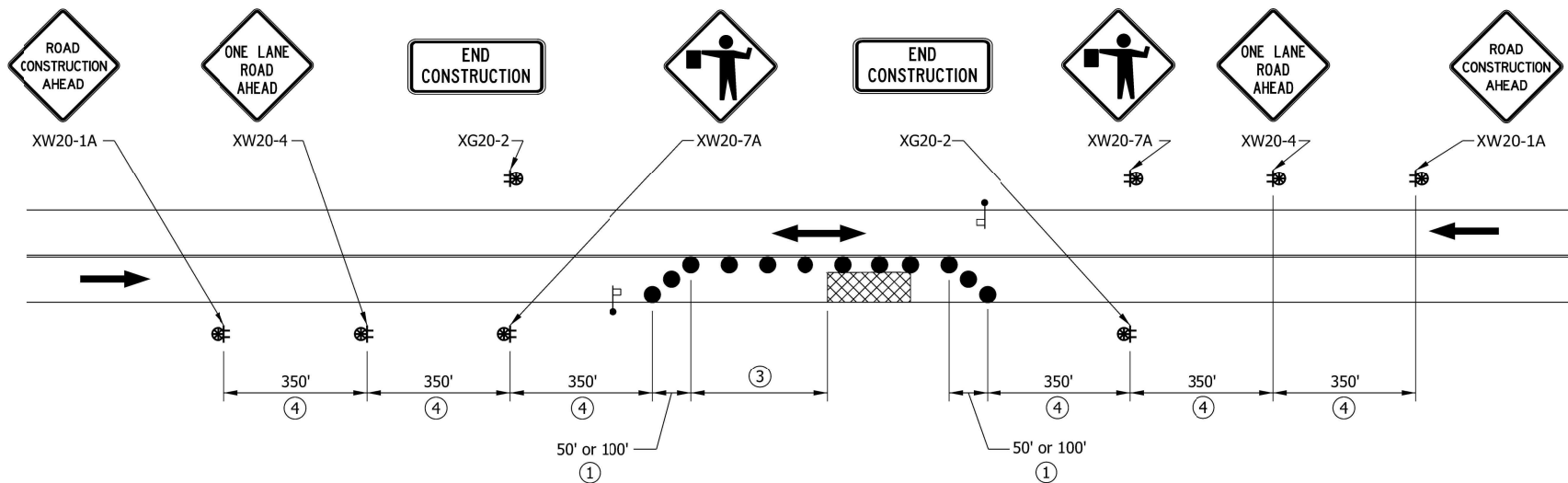
SEPTEMBER 2022

STANDARD DRAWING NO. E 801-TCFO-01



 05/17/22
DESIGN STANDARDS ENGINEER DATE

 06/27/2022
CHIEF ENGINEER DATE



NOTES:

- ① Spacing of channelizing devices at this location shall be 10 ft for a 50 ft taper or 20 ft for a 100 ft taper.
2. If Automated Flagger Assistance Devices are used, see Part 6 of the MUTCD for set-up requirements.
- ③ Longitudinal Buffer Length
- ④ Sign spacing may be 100 ft for posted speed limits ≤ 35 mph.

LONGITUDINAL BUFFER LENGTH	
Posted Speed Limit (mph)	Length (ft)
≤ 30	200
35	250
40	305
45	360

LEGEND

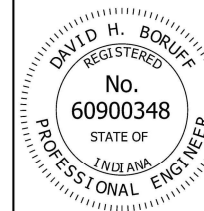
- Flagger
- Work Area
- Channelizing Device
- Construction Sign and Supports
- Construction Warning Light, Type A
- Direction of Traffic

INDIANA DEPARTMENT OF TRANSPORTATION

FLAGGER OPERATION FOR URBAN TWO LANE ROADS WITH POSTED SPEED < 50 MPH SINGLE WORK AREA

SEPTEMBER 2022

STANDARD DRAWING NO. E 801-TCFO-03



David H. Boruff 05/17/22
DESIGN STANDARDS ENGINEER DATE

[Signature] 06/27/2022
CHIEF ENGINEER DATE



Board of Public Works

Staff Report

Project/Event: The Trades District – The Forge Development
Petitioner/Representative: Chris Ciollo – Weddle Bros. Building Group
Staff Representative: [Maria McCormick](#)
Date: December 3, 2024

Report:

The Forge Development (617 N. Madison St.) in the Trades District is requesting approval for an encroachment into the city's right-of-way with a concrete walkway located in an unimproved alleyway to the west side of the building. This walkway was required by the Monroe County Building Department to meet egress requirements. The encroachment will be removed when the development of additional parcels in this area will require paving of the alley.

**BOARD OF PUBLIC WORKS
RESOLUTION 2024-080**

**Memorandum of Understanding for Encroachment between
the City of Bloomington and the Bloomington Redevelopment Commission**

WHEREAS, the Bloomington Redevelopment Commission (hereinafter "Owner") owns the real property at 617 N Madison St, Bloomington, Indiana 47404 which real estate is more particularly described in a deed recorded as Instrument No. 2023004039, in the Office of the Recorder of Monroe County (hereinafter "Property"); and

WHEREAS, Owner recently built a structure on the Property, commonly known as the Forge Development; and

WHEREAS, the alley located to the west of the building is coarse gravel and considered an unmaintainable surface; and

WHEREAS, per directives by the Monroe County Building Inspector and the local Fire Marshal, a maintainable surface had to be provided on a temporary basis until future alleyway improvements take place;

WHEREAS, to comply with the directives issued, a concrete walkway was installed to provide a temporary means of egress for the building; and

WHEREAS, the concrete walkway encroaches on the alleyway west of the building; and

WHEREAS, Owner is requesting the following encroachment:

A concrete walkway located 4'10" off the face of the west wall of the building.

The concrete walkway is 5'-0" wide and 45' long.

WHEREAS, the City of Bloomington ("City") neither desires nor intends to vacate this right of way; and

WHEREAS, the City of Bloomington Board of Public Works has authority pursuant to IC 36-9-2-5 to establish, vacate, maintain, and operate public ways, including air ways over sidewalks.

NOW, THEREFORE, BE IT RESOLVED:

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

1. Owner agrees to maintain all of the described encroachments and to keep them in a safe and good condition. Owner shall be responsible for

timely performance of maintenance and shall bear all expense regarding such maintenance.

2. The encroachments shall not deviate from the design which is depicted in Exhibit 1 of this Resolution. Exhibit 1 is attached hereto and incorporated herein by reference as though fully set forth.
3. This Resolution is not intended to relieve Owner of any provisions of any applicable zoning or other ordinance or statute that may apply to the Property.
4. Owner agrees that the only encroachments that may be installed in the right of way are described herein. In the event Owner wishes to install any additional encroachment(s), Owner must first obtain additional approval from the City.
5. The terms of this Resolution shall be in effect upon the following: (a) passage by the Board of Public Works; (b) written acceptance by Owner and acknowledgement by Owner that the Board of Public Works may alter the terms and conditions to address unanticipated problems or may revoke permission if the Board determines the encroachments are undesirable in terms of the general welfare of the City; and (c) the return of a copy of the signed and notarized Resolution to the Engineering Department.
6. Owner understands and agrees that if the City or a public utility needs to work in said area for any reason, and any of the encroachments need to be removed to facilitate the City or a utility, the removal shall be at the sole expense of Owner, and the City shall not be responsible for any damage which may occur to the encroachments by the City's workers or contractors, or by those of a public utility. Owner shall not be compensated for any expense which it may incur.
7. If at any time it is determined that the encroached upon areas should be improved to better serve the public, or public improvements need to be made in the right of way and the encroaching improvements interfere with the planned public improvements, then Owner shall remove any materials or other installations, included within the encroachments upon notification by the City, without compensation by the City.
8. In the event the Owner sells the property during the term of this authorization, this authorization shall continue under the original conditions and be binding on its successors and assigns. However, if Owner's successors and assigns wish to change any of the encroachment(s) in any way, Owner's successors and assigns shall return to the Board of Public Works for permission to replace or modify said encroachment(s) prior to any change being made.

9. In consideration for the use of the property, pursuant to this Resolution, Owner, for itself, its officers, directors, agents, employees, members, successors and assigns, (collectively, the "Owner Parties") hereby acknowledges and agrees to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorney's fees and court costs, which may occur as a result of the use of said property by the Owner Parties pursuant to this Resolution, and for the same consideration hereby agree to indemnify, hold harmless, release, waive and forever discharge the City, its officers, directors, agents, employees, successors and assigns, and all other persons and entities associated with the City, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property by the Owner Parties pursuant to this Resolution, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract. Owner expressly acknowledges that this Resolution is intended to be as broad as permitted by law, subject to the terms and conditions hereof, and, if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.
10. This Resolution shall run with the land and shall bind the Owner and its successors and assigns. Owner expressly consents to the provisions of this Resolution on its own behalf and on behalf of its successors and assigns.
11. This Resolution is effective only until the alley to the west of the building is converted to a maintainable surface, at which point this encroachment agreement shall expire.
12. Deborah Myerson, President of the Bloomington Redevelopment Commission, agrees by signing that she has full power by proper action to enter into this agreement and has authority to do so on behalf of Owner.

IN WITNESS WHEREOF, the Board of Public Works has executed this Resolution 2024-080 this _____ day of _____, 2024.

CITY OF BLOOMINGTON

**BLOOMINGTON REDEVELOPMENT
COMMISSION**

BOARD OF PUBLIC WORKS

By: _____
Kyla Cox Deckard, President

By: _____
Deborah Myerson, President

Resolution 2024-080

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)



November 21, 2024

Maria McCormick
City of Bloomington
Engineering Department

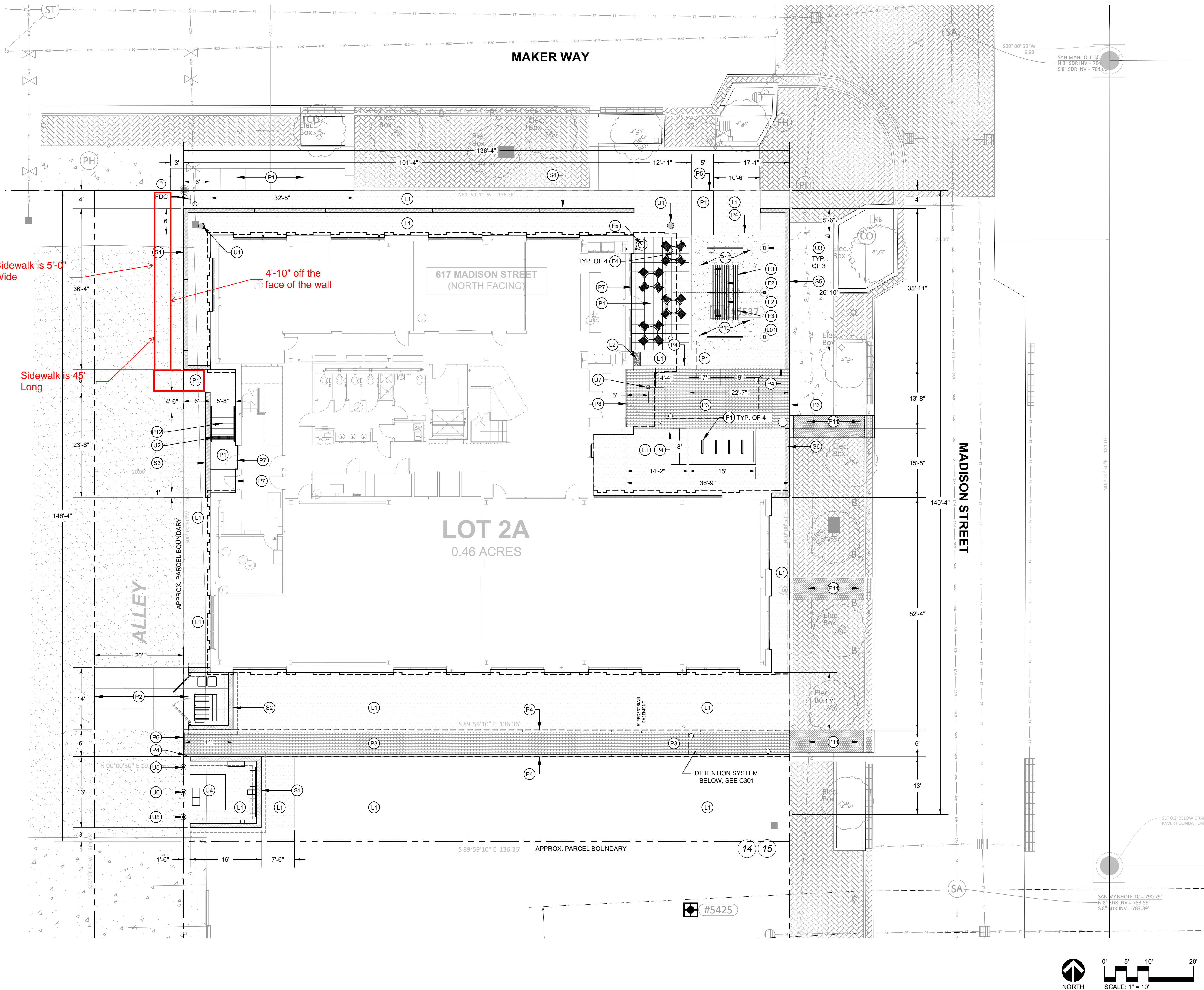
RE: Petitioner's Statement

Maria,

Please accept this as a formal petitioner's statement on behalf of the Trades District Forge Development. A side was installed to provide a temporary means of egress for this buildings. The alley located to the west of the new building is coarse gravel and considered an unmaintainable surface by public safety offices. A concrete walkway was installed after the final inspection was conducted by the County Building Inspector and local Fire Marshall. Per their direction a maintainable surface had to be provided on a temporary basis until future alleyway improvements take place.

Thank you for your consideration,

CHRIS CIOU



SITE GENERAL NOTES:

- SITE LAYOUT DATA, INCLUDING COORDINATE POINTS, IS BASED ON A SURVEY PERFORMED BY BLEDSOE RIGGS COOPER JAMES (BRCJ). REPORT ANY DISCREPANCIES BETWEEN THE PLANS AND FIELD CONDITIONS TO THE OWNER AND LANDSCAPE ARCHITECT IMMEDIATELY. RUNDELL ERNSTBERGER ASSOCIATES, INC. IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY INFORMATION.
- CONTRACTOR SHALL VERIFY SITE CONDITIONS IN THE FIELD PRIOR TO BIDDING. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BE FAMILIAR WITH ANY CHANGES SINCE THE SURVEY WAS PROCURED.
- ALL CONSTRUCTION LAYOUT STAKING IS TO BE PERFORMED BY A LAND SURVEYOR OR PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF INDIANA. LAYOUT DATA MAY BE MADE AVAILABLE TO THE CONTRACTOR IN A DIGITAL FORMAT FOR USE IN LAYOUT STAKING BY A LAND SURVEYOR OR PROFESSIONAL ENGINEER.
- AS SOME OF THE HORIZONTAL CONTROL POINTS SHOWN ON THIS PLAN AS EXISTING MAY HAVE BEEN REMOVED OR DAMAGED SINCE THEY WERE SET, THE CONTRACTOR SHALL, DURING THE BIDDING PROCESS, VERIFY THE EXISTENCE AND INTEGRITY OF THE HORIZONTAL CONTROL POINTS SHOWN HEREON. THE CONTRACTOR SHALL INCLUDE ANY WORK NECESSARY TO ESTABLISH RELIABLE LAYOUT CONTROL FOR THE PROJECT IN THE BID.
- IN ORDER TO MAINTAIN THE INTEGRITY OF HORIZONTAL AND VERTICAL CONTROL FOR THE SITE, THE SURVEYOR OR PROFESSIONAL ENGINEER EMPLOYED BY THE CONTRACTOR TO PERFORM CONSTRUCTION LAYOUT STAKING SHALL SET AND PROTECT ADDITIONAL TRAVERSE POINTS OUTSIDE THE AREAS OF CONSTRUCTION ACTIVITY.
- IF GIVEN, OR UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE TO THE FOLLOWING: FACE OF WALL, FACE OF BUILDING, FACE OF CURB, EDGE OF PAVEMENT, CENTERLINE OF PAVEMENT, OR CENTER OF LAYOUT POINT.
- ALL EDGES OF PAVEMENT ARE TO BE STRAIGHT OR WITH CONSISTENT RADIUS AS SHOWN HEREON. NO UNSPECIFIED TANGENTS OR KINKS WILL BE APPROVED.
- THE CONTRACTOR SHALL COORDINATE ALL WORK WITH AFFECTED UTILITIES PRIOR TO THE START OF CONSTRUCTION. ALL UTILITIES SHALL BE FIELD LOCATED PRIOR TO THE START OF CONSTRUCTION. ALL UNDERGROUND UTILITIES SHALL BE MAINTAINED AND PROTECTED FROM DAMAGE UNLESS NOTED TO BE REMOVED OR ABANDONED ELSEWHERE.
- ALL WORK SHALL BE COORDINATED AND IN COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL MUNICIPALITIES AS WARRANTED. ALL WORK TO BE COMPLETED WITHIN THE RIGHT-OF-WAY SHALL CONFORM TO THE CITY OF BLOOMINGTON STANDARDS.
- EROSION CONTROL MEASURES (I.E. SILT FENCING, AND SEDIMENT CONTROL) SHALL BE PROVIDED BY THE CONTRACTOR PER THE SPECIFICATIONS. SEE EROSION CONTROL DRAWINGS AND SITE CLEARING SPECIFICATIONS.
- CONTRACTOR SHALL ERECT CONSTRUCTION FENCING AND BARRICADES ALONG THE CONSTRUCTION LIMIT LINE AS NECESSARY. CONTRACTOR SHALL COORDINATE WITH THE OWNER ON THE FINAL LOCATION OF FENCING, BARRICADES, AND CONSTRUCTION ACCESS POINTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ALL DAMAGE RESULTING FROM DEMOLITION OR CONSTRUCTION ACTIVITY TO EXISTING SITE ELEMENTS THAT ARE TO REMAIN. ALL AREAS WHERE THE EXISTING PAVEMENT OR PAVEMENTS ARE DAMAGED DURING CONSTRUCTION FROM HEAVY TRAFFIC OR EQUIPMENT, FUEL OIL, GASOLINE, ETCETERA, BY THE GENERAL CONTRACTOR, SUBCONTRACTOR, OR SUPPLIERS SHALL BE RECONSTRUCTED TO ITS ORIGINAL CONDITION. THIS RECONSTRUCTION SHALL TAKE PLACE AT THE END OF THE PROJECT CONSTRUCTION OR DURING THE SCHEDULED GRADING AND PAVING OF THOSE AREAS.
- THE CONTRACTOR SHALL FOLLOW ALL MANUFACTURER'S REQUIREMENTS AND DIRECTIONS FOR INSTALLATION.
- ALL DIMENSIONS INDICATED ON THE PLANS ARE PARALLEL AND PERPENDICULAR TO THE BASE LINES, PROPERTY LINES, AND/OR BUILDING LINES UNLESS NOTED OTHERWISE.
- PROVIDE A SMOOTH TRANSITION FROM NEWLY PAVED AREAS TO EXISTING AREAS AS NECESSARY.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR OR CONTRACTORS TO OBTAIN ALL FEDERAL, STATE, COUNTY, CITY, AND LOCAL PERMITS FOR ANY AND ALL WORK REQUIRED UNLESS OTHERWISE NOTED. THE CONTRACTOR OR CONTRACTORS IS RESPONSIBLE TO PAY FOR ALL REQUIRED PERMITS BY ANY OR ALL AGENCIES MENTIONED ABOVE UNLESS OTHERWISE NOTED BY THE CONTRACT OR SPECIFICATIONS.

SEE CIVIL PLANS (C-SERIES) FOR LOCATION OF UNDERDRAINS AND ALL OTHER SUBSURFACE UTILITIES.

LAYOUT KEYNOTES:

FURNISHINGS		
F1	BIKE RACK	DETAIL 17, SHEET L-501
F2	COLLABORATION TABLE	DETAIL 13, SHEET L-501
F3	BENCH, BACKLESS	DETAIL 13, SHEET L-501
F4	MOVABLE FURNITURE	SEE F.F.E. SCHEDULE
F5	TRASH/LITTER RECEPTACLE	SEE F.F.E. SCHEDULE

PAVEMENTS		
P1	CONCRETE PAVEMENT, 4"	DETAIL 2, SHEET L-501
P2	CONCRETE PAVEMENT, 6"	DETAIL 3, SHEET L-501
P3	PERMEABLE PAVERS	DETAIL 4, SHEET L-501
P4	FLUSH CONCRETE CONTAINMENT BAND	DETAIL 5, SHEET L-501
P5	CONCRETE PAVEMENT - EXISTING CONCRETE TRANSITION	DETAIL 6, SHEET L-501
P6	PERMEABLE PAVERS - EXISTING CONCRETE TRANSITION	DETAIL 7, SHEET L-501
P7	CONCRETE PAVEMENT AT BUILDING THRESHOLD	DETAIL 8, SHEET L-501
P8	PERMEABLE PAVERS AT BUILDING THRESHOLD	DETAIL 9, SHEET L-501
P9	PAVER EDGE RESTRAINT	DETAIL 16, SHEET L-501
P10	CRUSHED STONE PAVEMENT	DETAIL 10, SHEET L-501
P11	PERMEABLE PAVERS, RESET	DETAIL 12, SHEET L-501
P12	CONCRETE STEPS (5 RISERS @ 6")	DETAIL 2, SHEET L-503

SITE ELEMENTS		
S1	TRANSFORMER ENCLOSURE	DETAIL 1, SHEET L-504
S2	DUMSTER ENCLOSURE	DETAIL 2, SHEET L-504
S3	RETAINING WALL - WEST	DETAIL 3 & 4, SHEET L-503
S4	RETAINING WALL - NORTH	DETAILS, SHEET L-502
S5	FREESTANDING WALL	DETAILS 7 & 8, SHEET L-503
S6	FREESTANDING WALL	DETAILS 7 & 8, SHEET L-503

SITE UTILITIES		
U1	AREA DRAIN	SEE CIVIL PLANS
U2	TRENCH DRAIN	SEE DETAIL 1, SHEET L-503 AND CIVIL PLAN
U3	CATENARY LIGHT ASSEMBLY	SEE DETAIL 10, SHEET L-503 AND ELECTRICAL PLAN
U4	TRANSFORMER PAD	SEE UTILITY PLAN
U5	BOLLARD, STANDARD	SEE DETAIL 7, SHEET L-504
U6	BOLLARD, REMOVABLE	SEE DETAIL 7, SHEET L-504
U7	PEDESTAL MOUNT ACCESSIBLE DOOR OPERATOR	SEE ARCHITECTURAL PLAN (A-101) AND 1ST FLOOR SYSTEMS PLANS (E401)

PLANTINGS		
L1	PLANTED AREA	REFER TO PLANTING PLAN AND SCHEDULE FOR PLANT MATERIALS REQUIREMENTS
L2	STONE SPLASH BLOCK	DETAIL 18, SHEET L-501
L3	DECORATIVE LANDSCAPE STONE	DETAIL 1, SHEET L-504

MD-ST: Showers Technology Downtown Character Overlay
DIMENSIONAL STANDARDS (20.02.050 / 20.04.020)

DESCRIPTION	REQUIRED	RATIO	PROVIDED	RATIO
TOTAL SITE AREA	19,953 R ²		10,217 R ²	
FIRST FLOOR BUILDING FOOTPRINT			11,687 R ²	58.57%
IMPERVIOUS SURFACE COVERAGE (MAX.)	16,960 R ²	85%	11,687 R ²	58.57%
PERVIOUS HARDSCAPE (PERMEABLE PAVERS / STONE PAVING)			1,570 R ²	7.87%
LANDSCAPE AREA (MIN.) - PLANT BED & LAWN	2,993 R ²	15%	6,696 R ²	33.16%
LANDSCAPE AREA (MIN.) - PLANT BED ONLY	2,993 R ²	15%	4,510 R ²	22.19%



STUDIO AXIS

618 Studio
618 East Market Street
Indianapolis, Indiana 46202
+1 (317) 264-8162

WWW.STUDIOAXIS.COM



CLIENT

CITY OF BLOOMINGTON
John Hernandez
642 North Morton Street
Bloomington, Indiana 47404
812.255.9714

CIVIL ENGINEER

BRCJ Civil Engineers
Bill Ruppert
1351 West Tapp Road
Bloomington, Indiana 47403
812.336.6277

STRUCTURAL ENGINEER

FEP Engineers
Joshua White
3333 East Main Street, Suite 116
Indianapolis, Indiana 46240
317.473.9400

MEP ENGINEER

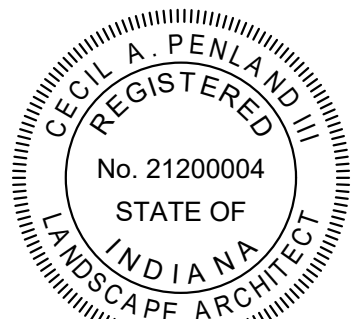
Lofus Engineering
Loren Lofus
251 South Capital Avenue, Suite 310
Indianapolis, Indiana 46203
317.353.8822

LANDSCAPE ARCHITECT

Rundell Ernstberger Associates
Carol Rundell
418 East Market Street
Indianapolis, Indiana 46202
317.264.0127

CONSTRUCTION MANAGER

Windle Inc.
Chris Coll
2182 West Industrial Park Drive
Bloomington, Indiana 47404
812.339.9500



PROJECT NUMBER: 2022001
DRAWN: KDK CHECKED: CAP
BID PACKAGE AUGUST 29, 2023

REVISIONS	DATE
1. DESCRIPTION	

CITY OF BLOOMINGTON
TRADES DISTRICT
TECHNOLOGY
CENTER

617 NORTH MADISON STREET
BLOOMINGTON, INDIANA 47404

SITE
LAYOUT PLAN

L-101



Board of Public Works Staff Report

Project/Event: Permit Extension Hartzell's Ice Cream
Staff Representative: Alex Gray
Petitioner/Representative: David Ferguson
Date: December 3rd, 2024

Report: Olympus Properties is requesting an extension to their permit that was approved on 11/5/2024. Due to construction delays for the metal staircase, the developer is requesting the extension of their permit from expiring on 12/6/2024 to expiring on 12/20/2024.



Michael Baldomero
Olympus Properties
2620 N. Walnut Street
Bloomington IN 47404

November 19, 2024

Alexandra Gray
Engineering Field Specialist
401 N Morton Street
Bloomington IN 47404

Subject: Request for Extension for ROW 2024-10-1108 Permit

Dear Alexandra Gray:

Please accept this request to grant an extension for the above referenced ROW Permit. The fabricator/installer who constructed the new metal steps and platform has had the new concrete footings poured in place. That concrete needs to be cured well prior to setting the new steps and platform in place. Temperature and moisture conditions necessitate potentially delaying the installation of the structure until the week of December 9 and following 2024. All tenants, to include business and residential, have been notified of the change in plans.

We request an extension for the current ROW permit until December 20, 2024. Once begun, we believe the work will take three or four business days to complete, weather conditions dependent.

Thank you,

Mike Baldomero
Maintenance Manager
Olympus Properties



City of Bloomington
Engineering Department
bloomington.in.gov

401 N Morton ST Suite 130
PO Box 100
Bloomington IN 47404

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

ROW2024-10-1108
Type: **Right of Way**
Work Class: **Right of Way Use**
Status: **Issued**
Issued: **11/6/2024**
Expires: **12/6/2024**
Updated: **11/6/2024**
Updated By: **Alex Gray**
Inspector: **Alex Gray**

107 N Dunn ST

Remove and replace metal staircase in front of 107-111 N Dunn St as well as repair the concrete pad below the stairs. Access to neighboring businesses will remain open as much as possible during construction and the work is expected to take 2 weeks lasting between 11/25/24 and 12/06/24.

Applicant

David Luther Ferguson
403 E 6th Street
Bloomington IN 47408
(812) 332-2113
dlf@ferglaw.com

24-Hour Contact

Mike Baldomero
2620 N Walnut Street Suite 1000
Bloomington IN 47404
(812) 334-8200
manager4@olympusproperties.com

Fee	Amount	Paid	Due
Application - Right of Way	\$100.00	\$100.00	\$0.00
Sidewalk Reconstruction	\$2.40	\$2.40	\$0.00
Sidewalk Closure	\$200.00	\$200.00	\$0.00
	\$302.40	\$302.40	\$0.00

<u>Location</u>	<u>Type</u>	<u>Description</u>	<u>Length</u>	<u>Width</u>	<u>Depth</u>
107 N Dunn St	Sidewalk Reconstruction	Sidewalk and Stair replacement	4	6	

Special Provisions

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/27/2024	Payroll				606,667.11
					<u>606,667.11</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of **1** claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of **\$ 606,667.11**

Dated this 03 day of December year of 2024

Kyla Cox Deckard, President

Elizabeth Karon, Vice-President

James Roach, Secretary

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

Fiscal Officer _____

MEMORANDUM

TO: Board of Public Works
FROM: Rick Dietz
SUBJECT: 2025 ITS Agreement
DATE: 10/09/2024
CC: Margie Rice, Audrey Brittingham

Board of Public Works Members,

I have the annual Community Access Television Services (CATS) agreement for your consideration.

2025 CATS Funding Agreement

This document codifies the annual funding agreement between the City of Bloomington and the Monroe County Public Library to fund CATS, Community Access Television Services. Funding for 2025 has been budgeted at \$469,619.00, a 1% increase from 2024.

With your approval, the City and CATS will continue their partnership in providing community access programming and City meeting broadcasts to our local community and beyond. We will make four quarterly payments to CATS totaling \$469,619.00, all drawn from the Information & Technology Services general fund, line 53980 Community Access TV/Radio.

Thank you for your consideration of this agreement.

Warm regards,



Rick Dietz, Director
Information & Technology Services
City of Bloomington
dietzr@bloomington.in.gov



CONTRACT COVER MEMORANDUM

TO: Audrey Brittingham, Attorney, Legal

FROM: Rick Dietz, Director, ITS

DATE: 10/09/2024

**RE: Monroe County Public Library - 2025 Community Access Television Services (CATS)
Annual Funding Agreement**

Contract Recipient/Vendor Name:	64 - Monroe County Public Library - Community Access Television Services (CATS)
Department Head Initials of Approval:	RBD
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Victoria Jones, ITS Office Manager
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	
Due Date For Signature:	December 20, 2024
Expiration Date of Contract:	December 31, 2025
Renewal Date for Contract:	January 1, 2026
Total Dollar Amount of Contract:	\$469,619.00
Funding Source:	101-28-280000-53980
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract:

2025 Community Access Television Services Agreement (CATS)

The purpose of this agreement is to codify services provided by Community Access Television Services (CATS) and to codify the funding and accounting procedures, and equipment agreements provided by the City.

**CITY OF BLOOMINGTON
and
MONROE COUNTY PUBLIC LIBRARY
CATS FUNDING AGREEMENT for 2025**

This Agreement is entered into on the date last indicated on the signature lines below, by and between the Board of Public Works of the City of Bloomington, hereinafter referred to as the "City", the Monroe County Public Library, hereinafter referred to as "Library", and Community Access Television Services, hereinafter referred to as "CATS." CATS and the Library agree to provide services as set forth below and comply with all provisions of this Agreement, and the City agrees to provide funding as set forth below.

Article I. Services to be provided by Library and CATS.

CATS and the Library agree as follows:

- (a) To cablecast live coverage of City of Bloomington Common Council, Plan Commission, Board of Public Works, Board of Zoning Appeals, Board of Parks Commissioners, Bloomington Redevelopment Commission and Utilities Service Board meetings, if given at least one week's notice by the City of the meeting times. These meetings will also be replayed at least twice during the week they occur, and will be webcast as feasible by CATS. Upon request by the Office of the Mayor or City Information & Technology Services (ITS) Department, the Library will provide the City with free copies in the specified format of any of the above cablecast meetings or other meetings and events described elsewhere in this agreement.
- (b) To provide permanent archival digital storage of meetings which CATS cablecasts.
- (c) To provide off-premise secure backup (cloud backup is acceptable).
- (d) To provide live internet streaming of meetings.
- (e) To provide access to meetings through a browsable and searchable website. On the webpage for each meeting video, CATS will place a link to that board or commission or council's meeting documents in the City's website.
- (f) To provide access to meetings through social media.
- (g) To provide access to meetings through over-the-top video devices (via YouTube for instance.)
- (h) To provide automated transcription of meeting content.

- (i) To produce weekly editions of "Pets without Partners" and provide cablecasts of other meetings and events, and to produce programs on community services and issues as requested by the City.
- (j) The content of all City public meetings broadcast by CATS shall be placed in the public domain, meaning that the work may be freely reproduced, distributed, transmitted, used, modified, built upon, or otherwise exploited by anyone for any purpose, commercial or non-commercial, and in any way, including by methods that have not yet been invented or conceived. CATS may not assert any copyright claim and no right shall attach to City public meeting broadcasts.
- (k) To provide quarterly financial reports to the City delineating the utilization of funds which Library has received for the support of CATS from the City of Bloomington, the Town of Ellettsville, Monroe County and any other source as well as funding received directly from Library.

The financial reports may be submitted in the format compatible with Library's normal budgeting information as is readily available through its existing accounting software. Budget lines shall include comparison of actual expenditures with budgeted amounts. Reports shall include a listing of all revenues designated for CATS by all entities contributing, including in-kind contributions from Library and other gifts, grants, etc., CATS receives.

Reports shall be submitted to the ITS Department, the Office of the City Controller and the Office of the Mayor no later than 30 days after the following dates: March 31; June 30; September 30 and December 31. In addition, the Library shall provide on a timely basis such financial reports as requested by the City in addition to quarterly reports in the format as referenced above.

- (l) To oversee its allocation of the cable channels available to the City through the City's franchise, for the purposes of public access, educational and governmental cablecasting.
- (m) To use all grants and monies received by the Library from the City of Bloomington for the support of and usage by CATS only on costs directly related to the operations of CATS.
- (n) To comply with all relevant Indiana statutes and regulations regarding digital streaming and publication of meeting videos.
- (o) To participate in consulting processes with the City to evaluate City video services needs.

Article II. Designated use of Agreement Funds and Equipment.

The Library agrees to use Agreement funds and equipment as follows:

- (a) To pay for services rendered in accordance with this Agreement.
- (b) To utilize to the maximum extent feasible funds received from all sources of revenue.
- (c) To refund to the City of Bloomington funds received under this Agreement which may later be determined to have been received or expended in noncompliance with the Agreement as a result of audit by the State Board of Accounts or Library, pursuant to the terms of this Agreement.
- (d) To return all equipment made available through this Agreement within one week if requested by the City or upon termination of this Agreement.
- (e) To utilize equipment made available through this Agreement solely in the provision of services as outlined herein.

Article III. Non Discrimination and Affirmative Action.

The Library agrees to implement an affirmative action plan which complies with the City's regulations for contractors. The Library will submit its affirmative action plan to the City's Contract Compliance Officer prior to signing this Funding Agreement, and shall make all necessary and reasonable changes to its plan to bring it into compliance prior to signing this Funding Agreement..

The Library and CATS shall comply with City of Bloomington Ordinance 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Parties understand that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the city. If Parties believe that a City employee engaged in such conduct towards Parties and/or any of their employees, Parties or their employees may file a complaint with the City department head in charge of this Agreement, and/or with the City Human Resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article IV. Funding Procedure.

The following outlines the system by which funds are to be transferred by the City to the Library, and assures adequate documentation of disbursements by the City:

- (a) The Library will submit a signed claim voucher or invoice to the Information and Technology Services Department of the City of Bloomington (ITS)which will be processed in accordance with the City's normal practice for payments and

reimbursements. Invoices may be submitted at the beginning of each quarter — January, April, July, and October.

- (b) The City will provide funding at the rate of **\$117,404.75** quarterly for the calendar year beginning January 1, 2025, with the total not to exceed **\$469,619.00**.

Article V. Accounting Procedures.

The Library agrees to maintain the following accounting procedures:

- (a) All grants and monies received by the Library from the City of Bloomington, the Town of Ellettsville, Monroe County, and any other source are solely intended for the support of and usage by CATS and shall not on any account be made available for use as Library general operating funds. If at the end of any fiscal year such grants or monies have not been expended on costs directly related to the operations of CATS, said grants or monies shall remain for future usage for support of the operations of CATS and shall not revert or be otherwise transferred to any fund for general usage by, or support of, Library.
- (b) Accurate, current, and complete disclosure of the financial results of its service program.
- (c) Records which identify adequately the source and application of funds for program supported activities.
- (d) Effective control over and accountability for all funds, property and other assets. The Library will adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.

Article VI. Program Monitoring and Library Reporting Requirements.

In addition to the financial reports described in Article I (d), the Library agrees to submit to the Information & Technology Services Department and the Board of Public Works at least quarterly a report which shall cover each month of the previous quarter's programming and usage of the cable channels, proposed or planned special programming for the future and an analysis of services provided to City residents.

Article VII. Access to Records.

The Library agrees that it will give the City of Bloomington, through an authorized representative, access to, and the right to examine all records, books, papers or documents related to the funding provided by this Agreement, for the purpose of making surveys, audits, examinations, excerpts, and transcripts.

Article VIII. Retention of Records.

The Library agrees that it will retain for a period of three years financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement, with the following exceptions:

- (a) These records shall be retained beyond the three-year period if audit findings have not been resolved, in which case such records shall be retained until any audit findings are resolved.
- (b) At the request of the City any records pertinent to the program funded by this Agreement are to be transferred to the City if the City determines that the records possess long-term retention value, in which case the Library shall be exempt from the three-year retention period above.

The three-year period mentioned herein is to be determined from the date of the Library's biennial audit.

Article IX. Termination of Agreement.

The Library agrees that this Agreement is subject to the availability of funds and that if funds become unavailable for the performance of this Agreement, the City may terminate the Agreement. If funds become unavailable, the City shall promptly notify the Library in writing of the termination and the effective date which must be at least 30 days from notification.

It is further agreed that the City or the Library may terminate funding in whole or in part when both parties agree that the continuation of the program would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date, and, in the case of partial terminations, the portion to be terminated. The Library shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The City shall allow full credit to the Library for the allocable portion of noncancellable obligations, properly incurred by the Library prior to termination.

Article X. Forfeiture of Funds for Noncompliance.

It is agreed that the City may terminate any funding, in whole or in part, at any time before the date of completion of the program, whenever it is determined that the Library has failed to comply with the conditions of this Agreement, or with other conditions imposed by the laws, rules and regulations to which this Agreement refers. The City shall promptly notify the Library in writing of the determination and the reasons for the determination, together with the effective date. Payments made to the Library or recoveries by the City under funding terminated for cause shall be in accord with the legal rights and liabilities of the parties.

Article XI. Verification of Work Status.

The Library certifies that it is enrolled in the E-Verify program and has verified the work eligibility status of all newly hired employees through the E-Verify program, unless the E-Verify program no longer exists, and that signing this contract serves as an affidavit affirming that the Library does not knowingly employ an unauthorized alien.

Article XII. Anticipating Accessibility Requirements for 2026.

In April of 2024, the Department of Justice put forth their Final Rule regarding digital accessibility requirements for Title II entities, which includes the City of Bloomington. This Final Rule requires all digital documents, websites, and applications to meet the WCAG 2.1 standards. The City enters into this Agreement with the Library every year. While the City is not requiring the Library to be compliant with WCAG 2.1 standards for this 2025 Agreement, compliance with these standards will be required as part of the 2026 Agreement.

In Witness whereof, the parties hereto have caused this Agreement to be executed on the dates following their signatures. The latest of the dates shall constitute the starting date of this Agreement.

CITY OF BLOOMINGTON

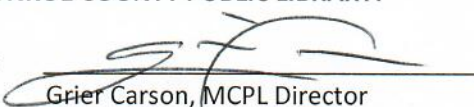
By: _____
Kyla Cox Deckard, Board of Public Works

Date: _____

By: _____
Kerry Thompson, Mayor

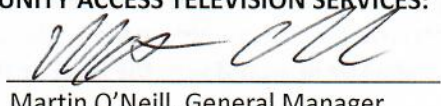
Date: _____

MONROE COUNTY PUBLIC LIBRARY:

By: 
Grier Carson, MCPL Director

Date: 11/20/2024

COMMUNITY ACCESS TELEVISION SERVICES:

By: 
Martin O'Neill, General Manager

Date: 11/22/2024



Victoria Jones <victoria.jones@bloomington.in.gov>

2025 CATS Annual Funding Agreement

Jessica McClellan <jessica.mcclellan@bloomington.in.gov>

Mon, Nov 25, 2024 at 3:15 PM

To: Victoria Jones <victoria.jones@bloomington.in.gov>

Cc: Julie Martindale <martindj@bloomington.in.gov>, Audrey Brittingham <audrey.brittingham@bloomington.in.gov>

Approved.

Jessica

Jessica McClellan, CGFM

Controller, City of Bloomington

[401 N Morton St. Suite 240](#)

[Bloomington, IN 47404](#)

[Quoted text hidden]



Board of Public Works Staff Report

Project/Event: Approve Preliminary Engineering Contract with Kimley-Horn & Associates Inc. for the West Kirkwood Avenue Improvements Project

Petitioner/Representative: Engineering Department

Staff Representative: Neil Kopper, Senior Project Engineer

Date: 12/3/2024

Report: This project will replace the existing traffic signal equipment and make intersection geometry improvements at the intersection of Rogers Street and Kirkwood Avenue. It will also include asphalt resurfacing, replacement of pedestrian curb ramps, and crosswalk improvements along Kirkwood Avenue from Pine Street to Rogers Street. Kimley-Horn was selected to perform the project's preliminary engineering from the City's pre-approved engineering consultant list due to their expertise with this type of project. This contract is set at a not-to-exceed amount of \$238,740. Construction is expected to occur in late 2025 or in 2026.

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	N/A	--
Design Services Contract	Current Item	12/3/2024
ROW Services Contract	N/A	--
Public Need Resolution	N/A	--
Construction Inspection Contract	N/A	--
Construction Contract	Future	TBD



CONTRACT COVER MEMORANDUM

TO: Office of the Mayor
FROM: Engineering Department
DATE: 11/22/2024
RE: Preliminary Engineering Contract for West Kirkwood Avenue Improvements Project

Contract Recipient/Vendor Name:	Kimley-Horn & Associates Inc.
Department Head Initials of Approval:	Andrew Cíbor
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Neil Kopper
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleks Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	
Due Date For Signature:	12/3/2024
Expiration Date of Contract:	Estimated December 2026
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$238,740
Funding Source:	101-20-20CRED - STREET CRED and 601-07-070000-54310
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	In progress
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	In progress
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract: This project will replace the existing traffic signal equipment and make intersection geometry improvements at the intersection of Rogers Street and Kirkwood Avenue. It will also include asphalt resurfacing, replacement of pedestrian curb ramps, and crosswalk improvements along Kirkwood Avenue from Pine Street to Rogers Street. Kimley-Horn was selected to perform the project's preliminary engineering from the City's pre-approved engineering consultant list due to their expertise with this type of project. This contract is set at a not-to-exceed amount of \$238,740.

City of Bloomington Contract and Purchase Justification Form

Vendor: Kimley-Horn & Associates, Inc

Contract Amount: \$238,740.00

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 Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☐

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☒

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes No

of Submittals: 24

Yes No

Met city requirements?

☒
☐

Met item or need requirements?

☒
☐

Was an evaluation team used?

☒
☐

Was scoring grid used?

☒
☐

Were vendor presentations requested?

☒
☐

Was the lowest cost selected? (If no, please state below why it was not.)

☐
☒

The RFQu was issued seeking statement of qualifications to establish a list of qualified firms that may be contacted for projects. 14 firms were placed on the Pre-Approved list, the term of the list was originally from April 15, 2019 through March 31, 2022 and then extended to end March 31, 2024.

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

Kimley-Horn was selected to design this project from the City's on-call engineering consultant list due to their experience with this type of project.

Neil Kopper

Senior Project Engineer

Engineering

Print/Type Name

Print/Type Title

Department

PROJECT NAME: Kirkwood Avenue Improvements

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this _____ day of _____, 20__, by and between the City of Bloomington Engineering Department through the Board of Public Works (hereinafter referred to as "Board"), and Kimley-Horn & Associates Inc. (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to repair and replace curb ramps, replace alley aprons, improve crosswalks, design bump-outs with consideration for drainage, roadway resurfacing, and replace the existing traffic signal at the location identified and

WHEREAS, the project location is identified as follows:

Approximately 200 feet East of Kirkwood Avenue/Adams Street Intersection to Intersection of Kirkwood Avenue and Rogers Street; and,

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

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

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

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

Article 1. Scope of Services: Consultant shall provide engineering design services for the replacement of the traffic signal at the intersection noted above. These design services shall include the preparation of plans, specifications and estimates for work on street pavements, markings, curb ramps, bus boarding pads, crosswalks, alley aprons, drainage modifications, traffic signal and other incidental construction that is found necessary to complete the replacement or repair of these features. The tasks associated with this work, and assumptions that are applicable to those tasks, are set forth in Exhibit A, Scope of Work and Fee Estimate. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

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

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

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

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

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

A. Information/Reports

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

B. Representative

The Board hereby designates Neil Kopper, Senior Project Engineer, Engineering Department ("Kopper"), to serve as the Board's representative for the project. Kopper shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

C. Decisions

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

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B – Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. For the project described herein, the total compensation paid, including fees and expenses, shall not exceed the amount of **Two-Hundred Thirty Eight Thousand Seven Hundred and Forty Dollars (\$238,740)**. This sum includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

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

1. Timing and Format for Billing:

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

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

2. Billing Records:

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

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not

forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

Article 6. Schedule: Consultant shall perform the Services according to the schedule set forth in Exhibit C, Project Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties. Notwithstanding any other provision of this Agreement, the Consultant shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, or acts of the Board, third parties, or governmental agencies.

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

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

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

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

subconsultants, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

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

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

Article 11. Ownership of Documents and Intellectual Property: As long as the Board is not in default of any of its payment obligations, all documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Board as part of the Services shall become the property of the Board. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.

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

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

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence; \$1,000,000 for personal injury and advertising injury; \$2,000,000 for products and completed operations aggregate; and \$2,000,000 general aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.
- e. Umbrella/Excess Liability with a \$1,000,000 limit.
- f. Cyber Attack and Cyber Extortion: computer attack limit of \$1,000,000 annual aggregate; sublimit (per occurrence) for cyber extortion of \$100,000; and computer attack and cyber extortion deductible (per occurrence) of \$10,000.
- g. Network Security Liability with an annual aggregate limit of \$1,000,000 and deductible (per occurrence) of \$10,000.
- h. Electronic Media Liability with an annual aggregate limit of \$1,000,000 and deductible (per occurrence) of \$10,000.
- i. Fraudulent Impersonator Coverage with an annual aggregate limit of \$250,000 and deductible (per occurrence) of \$5,000.

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

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

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

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

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

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

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

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

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

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

Article 22. Compliance with Laws: In performing the Services under this Agreement, Consultant shall comply with any and all published and applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

Board:

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

Consultant:

Kimley-Horn & Associates Inc.
Attn: Maurice Wolfred
500 E 96th Street, Suite 300
Indianapolis, IN 46240

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

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

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

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

Consultant and any of its subconsultants may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or any of its subconsultants learns is an unauthorized alien. If the Board obtains information that the Consultant or any of its subconsultants employs or retains an employee who is an unauthorized alien, the Board shall notify the Consultant or its subconsultants of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If the Consultant or any of its subconsultants verify the work eligibility status of the employee in

question through the E-Verify program, there is a rebuttable presumption that the Consultant or its subconsultant did not knowingly employ an unauthorized alien. If the Consultant or its subconsultant fails to remedy the violation within the thirty (30) day period, the Board shall terminate the Agreement, unless the Board determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Board may allow the Agreement to remain in effect until the Board procures a new Consultant. If the Board terminated the Agreement, the Consultant or its subconsultant is liable to the Board for actual damages.

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

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

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

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

This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 28. Consequential Damages: In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

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

Owner

City of Bloomington
Board of Public Works

By: _____
Kyla Cox Deckard, President

By: _____
Elizabeth Karon, Vice President

By: _____
James Roach, Secretary

By: _____
Kerry Thomson, Mayor

Consultant

Kimley-Horn & Associates, Inc.

Maurice Wolfred, P.E.
Authorized Signer

EXHIBIT A
SCOPE OF WORK AND FEE ESTIMATE

SCOPE OF SERVICES

Kirkwood Avenue Improvements

Kimley-Horn and Associates Inc., referenced herein as the Consultant, will provide the following scope of services for the City of Bloomington, referenced herein as the Client.

PROJECT UNDERSTANDING

This project intent is to repair and replace curb ramps, replace alley aprons, improve crosswalks, design bump-outs with consideration for drainage, and roadway resurfacing in locations identified in Exhibit 1 from approximately 200 feet East of Kirkwood Avenue/Adams Street Intersection to Kirkwood Avenue/Rogers Street intersection within the City of Bloomington. Additionally, a full signal replacement will be performed at the intersection of Kirkwood Avenue and Rogers Street.

PROJECT ASSUMPTIONS

The following general assumptions have been made in the development of this scope of services for the project:

- The project will be designed in accordance with the City of Bloomington Indiana Design Manual (IDM) Specifications, Standard Drawings and Design Memos, and applicable portions of PROWAG.
- No City permits will be required as a part of this project.
- Environmental Services will not be required as project is locally funded.
- The City will facilitate any Public Meetings.
- The City will provide the Consultant with USP template for signal pole foundations.
- Right-of-Way engineering or acquisition will not be required as a part of this project.
- The City will provide signal detection preference in advance of signal design.
- The City will provide all special provisions and standard details for City-specific traffic signal equipment, including manufacturer and installation requirements.
- Traffic signal timings will be provided by the City's on-call consultant. Any phasing changes will be coordinated with City staff.
- The addition of bike lanes is not anticipated for this project and is not included in the scope of work.
- City of Bloomington Utilities will be replacing a 4" water main from Elm Street to approximately 100 feet West of Maple Street in advance of this project.
- Drainage Design, Calculations or Drainage Memo will not be required.
- The City will assemble Project Contract Information Book and advertise for bid. Consultant is responsible for providing Plans, Quantities, Unique Special Provisions (USPs), and Utility Work Plans for the CIB.
- The City anticipates bid in 2025 with construction start by EOY 2025.

PROJECT TASKS

TASK 1 – TOPOGRAPHIC SURVEY (BRCJ)

Kimley-Horn, through the use of a subconsultant, will obtain topographic survey for this project. The scope and proposed fee for Task 1 are included in Appendix C.

TASK 2 – DESIGN AND PLAN DEVELOPMENT

The scope of services provided is based on the scoping diagrams provided by City of Bloomington on September 25, 2024. Kimley-Horn will be responsible for design and plan development of the following:

- Curb Ramp Replacements at:
 - Northwest and Northeast quadrants of Kirkwood Avenue at Pine Street
 - Northwest and Northeast quadrants of Kirkwood Avenue at Oak Street
 - Northwest, Northeast, and Southeast quadrants of Kirkwood Avenue at Elm Street
 - All four (4) quadrants of Kirkwood Avenue at Waldron Street
 - All four (4) quadrants of Kirkwood Avenue at Maple Street
 - All four (4) quadrants of Kirkwood Avenue at Fairview Street
 - All four (4) quadrants of Kirkwood Avenue at Jackson Street
 - All four (4) quadrants of Kirkwood Avenue at Rogers Street
- Accessible Bus Stop Improvements at four (4) locations:
 - Northeast quadrant of Kirkwood Avenue at Elm Street
 - Northeast and Southwest quadrant of Kirkwood Avenue at Maple Street
 - Northeast quadrant of Kirkwood Avenue and Jackson Street
- Roadway Resurfacing – consisting of 1” to 2” of milling with 1” to 2” of asphalt overlay – from approximately 200 feet east of Kirkwood Avenue and Adams Street (at existing joint) to westbound approach at Kirkwood Ave at Rogers Street intersection
- Replacement of up to six (6) alley aprons on south side of as identified in Appendix A with replacement of sidewalk transitions to accommodate design
- Design of median island between Jackson and Rogers Street on eastbound approach
- Raised Crosswalk of north-to-south crossing at eastern approach of Kirkwood Avenue at Maple Street
- Truck aprons and Northwest and Southwest quadrants at Kirkwood Avenue and Rogers Street intersection
- Resolve existing drainage ponding issue by adding one to two new inlets and tying into the existing drainage system at Northwest of Kirkwood Avenue at Rogers Street
- Perpetuate drainage conveyance throughout project where curb ramps and bump-outs are scoped to be designed. This includes relocation of existing inlets or adding inlet to tie into existing system at new radii. This does not include design for a new drainage trunkline along Kirkwood Avenue.

Preliminary Plans

Kimley-Horn will develop preliminary plans for submission to the City of Bloomington Project Manager, including the following sheets:

- Typical Sections
- Preliminary Maintenance of Traffic Plan
- 2D Plan View Layout on Roll Plot

As a part of the preliminary plan development phase, one (1) site visit is included in the proposed fee. It is assumed that the City of Bloomington will facilitate one (1) Public Meeting for the added median

island between Jackson and Rogers Street. Consultant attendance at said meeting is included in Task 2.

90% Plans

Kimley-Horn will develop 90% plans (22in.x34in.) including the following sheets:

- Title Sheet
- Sheet Index and Utility Contacts Sheet
- General Notes
- Typical Sections
- Maintenance of Traffic Details
 - Typical application vehicular Maintenance of Traffic Details will be prepared
 - Pedestrian maintenance of traffic plan
- Resurfacing Plans
 - Existing topographic survey information including existing right-of-way, easements, and property lines
 - Extents of begin and end resurfacing limits
 - Radial and pavement width dimensions
 - Extent and geometry of median island between Kirkwood Ave and Rogers St
- Grading Detail Sheets
 - Existing topographic survey information including existing right-of-way, easements, and property lines
 - Extents of improvements and associated design elements will be labeled and dimensioned, including linework for edge of pavement, curb and gutter, sidewalks, curb ramps and construction limits
 - Elevations of existing topography and proposed improvements will be labeled
 - Summary table of quantities will be included for each improvement location
- Pavement Marking and Signage Plan
- Traffic Signal Replacement Plans – Kirkwood Avenue/Rogers Street
 - Placement of traffic signal poles, traffic signal heads, street name signs, pedestrian signal heads and pushbuttons, conduits, handholes, EVP equipment, detection equipment, and cables.
- Storm Sewer Profiles
 - Vertical profiles of added storm sewers required for bump-out design
- Construction Details
 - Includes standard drawings and details to be used, provided by City of Bloomington, Bloomington Transit, and INDOT
 - Includes Structure Data Table for any new drainage structures

In addition to the plans, the 90% plan phase includes the following tasks:

- Up to two (2) project site visits
- Coordination with City of Bloomington Utilities limited to the following services:

- Timing of water main replacement project and design coordination items
- Coordination with Bloomington Transit limited to the following services:
 - Geometry and placement of bus boarding pads
 - Anticipated signage relocations
 - Amenity needs (benches, trash cans). It is assumed Bloomington Transit would provide details as required

The following deliverables will be provided at the 90% Submittal:

- 90% Construction Plans
- 90% Engineer's Opinion of Probable Construction Cost
- 90% Quantities
- Draft USPs

Bid Package Submittal

The Bid Package submittal will include updates to plan sheets provided at the 90% submittal based on City of Bloomington review comments.

In addition to plan updates, quantities will be finalized, and unique special provisions will be developed for inclusion to the project Contract Book. It is assumed that up to eight (8) USPs will be written for this Task. Additionally, the City of Bloomington will provide any standard special provisions that are needed for the traffic signal equipment. It is assumed that City of Bloomington will be responsible for preparing the remainder of the Contract Book (i.e. front-end documents). The following deliverables will be provided at the Bid Package Submittal:

- Final Construction Plans
- Final Engineer's Opinion of Probable Construction Cost
- Final Quantity tabulation
- City-Standard Special Provisions
- Project USPs

City of Bloomington will be responsible for assembling solicitation for posting and distribution to bidders.

TASK 3 – UTILITY COORDINATION

Kimley-Horn will coordinate with each utility company who have facilities within the project limits. Coordination will be in accordance with the IDM Chapter 104 and associated resources. If provided in a timely manner and in AutoCAD format by the franchise utility companies, the franchise utility layouts will be shown on the construction plans. Activities include the following:

- Initial Records Research
- Initial notices to utilities within the project area
- Verification and Conflict Analysis
- Work Plan requests, review, and approval
- Coordinate with SUE provider and surveyor to complete QL-B services
- Develop conflict matrix and utility plan sheets

- Work plan review and approval
- Utility relocation coordination

Kimley-Horn shall act as a liaison between utility companies and City of Bloomington, answering questions, interpreting plans, and corresponding with utilities.

As needed services:

- Subsurface Utility Engineering, QL-A test holes to be utilized if the City would like to expose and verify the horizontal and vertical location of the utilities. If needed, this would be \$1350 per test hole.

TASK 4 – PROJECT MANAGEMENT

The Consultant will perform the following project management tasks for the project:

- Coordination, in the form of emails or phone calls, with the City of Bloomington Project Manager and City Staff regarding scope, design, schedule, and other project related items
- Coordination, in the form of emails or phone calls, with the City of Bloomington Utilities regarding water main replacement project referenced in Exhibit 1
- Coordination, in the form of emails or phone calls, with Bloomington Transit for improved bus stops within project limits
- Coordination, in the form of emails, phone calls, or meetings with subconsultants regarding scope, design, schedule, and other project related items
- Preparation of twelve (12) Monthly Progress Reports to be included in monthly invoices from NTP to Construction Start
- For the preparation of this scope and fee, it was assumed design review meetings between Consultant and the City of Bloomington will occur after each plan submission and is included in Task 2.

TASK 5 – LIMITED CONSTRUCTION PHASE SERVICES

The Consultant will perform the following construction phase services for the project:

- Attendance at a virtual Project Pre-Bid Meeting
- Preparation of plan revision for bid addendum if required during bid phase
- Attendance at the Pre-Construction Meeting
- Up to three (3) on-site field visits during construction with the Contractor, Client, and/or construction inspector
- Response to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents

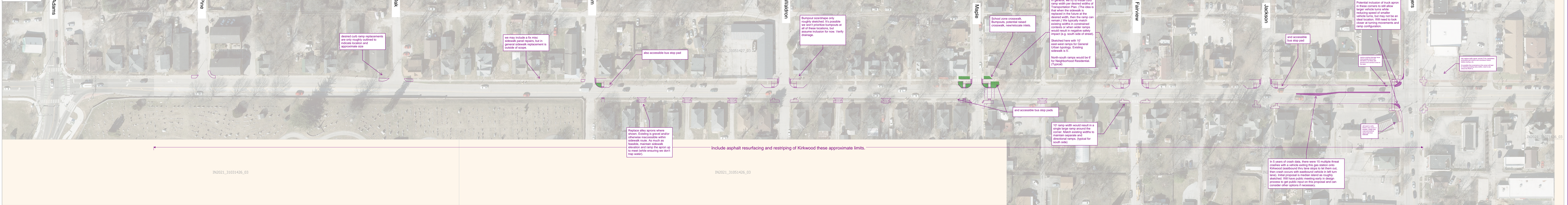
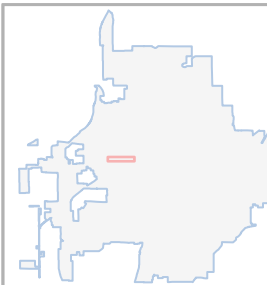
The scope of services is limited to the task specifically described above. The following items are not included in this scope and would be considered as an additional service:

- Lighting Design
- Stormwater Detention Design
- Water Quality Design

- Inlet Spread Computations
- Right-of-Way Engineering, Acquisition or Appraisal
- Retaining Wall Design
- Geotechnical Engineering Services
- Pavement Design
- Landscaping and Irrigation Services
- Environmental Services
- Permitting Services
- Platting, Construction Staking or Survey Services beyond those mentioned in this Contract
- Tree Survey and/or Tree Protection Plan
- Design outside of the attached scoping documents provided by the Client
- Reimbursable utility agreements
- Relocation inspection, as-built data collection, utility mapping

APPENDIX A

SCOPE EXHIBIT



APPENDIX B

KIMLEY-HORN MANHOUR JUSTIFICATION

FEE JUSTIFICATION SUMMARY
Kirkwood Avenue Improvements
City of Bloomington

TASK	FIRM	CONTRACT TYPE	FEE TOTAL
TASK 1: TOPOGRAPHIC SURVEY	BRCJ	LUMP SUM	\$ 30,340
TASK 2: DESIGN AND PLAN DEVELOPMENT	KIMLEY-HORN	LUMP SUM	\$ 150,700
TASK 3: UTILITY COORDINATION	KIMLEY-HORN	HOURLY	\$ 35,100
TASK 4: PROJECT MANAGEMENT	KIMLEY-HORN	LUMP SUM	\$ 13,100
TASK 5: LIMITED CONSTRUCTION PHASE SERVICES	KIMLEY-HORN	HOURLY	\$ 9,500
TOTAL PROJECT FEE:			\$ 238,740

TASK 2: DESIGN AND PLAN DEVELOPMENT

FEE JUSTIFICATION SUMMARY Kirkwood Avenue Improvements City of Bloomington

LABOR COSTS

Task Description	Senior Project Manager	Project Manager	Project Engineer/Planner	Graduate Engineer/Planner II	Graduate Engineer/Planner I	Senior Designer	Designer	Admin. Assistant	Subtotal Hours	Subtotal Cost
Preliminary Plans										
Topographic Survey Review (Includes Site Visit)		4		6					10	\$ 1,649
Prepare Preliminary Typical Section Exhibit			1	5					6	\$ 857
Prepare Vehicular Maintenance of Traffic Concept	1		3	8					12	\$ 1,876
Prepare Preliminary Signal Layout	6			16					22	\$ 3,775
Prepare Preliminary 2D Layout	2	10	30	80					122	\$ 18,716
Preliminary Review with City	2	2							4	\$ 942
									Subtotal	\$ 27,815
90% Plans										
Address Comments from Preliminary Design Review		5	10	20					35	\$ 5,495
Attendance at Public Meeting (1 meeting, travel assumed)	5	5							10	\$ 2,356
Up to Two (2) Site Visits		8		4					12	\$ 2,203
Prepare Title Sheet, Index & Utility Contact Sheet, and General Notes				2			6		8	\$ 930
Finalize Maintenance of Traffic Vehicular Plan		2		5					7	\$ 1,098
Prepare Pedestrian Maintenance of Traffic Plan	1	5		20					26	\$ 4,036
Prepare Resurfacing Sheets		10		30			30		70	\$ 9,458
Prepare Grading Detail Sheets (x30curb ramps, x9 curb ramp+bump out, x4 bus pads, x6 aprons)		10	30	60			40		140	\$ 19,828
Establish 3D design (x30 curb ramps, x9 curb ramp+bump out, x4 bus pads, x6 aprons)	2	15	40	80			40		177	\$ 25,852
Prepare Pavement Marking and Signage Sheets	4		5	30			15		54	\$ 7,666
Prepare Final Signal Sheets	16			40					56	\$ 9,703
Storm Design		10		20					30	\$ 4,806
Prepare Storm Sewer Profile Sheets				6					6	\$ 821
Prepare Construction Details			2	8					10	\$ 1,440
Prepare Quantities	2	2	8	40					52	\$ 7,795
Prepare 90% Engineer's Opinion of Probable Construction Cost	1	1	3	6					11	\$ 1,809
Prepare Draft USPs	2	2	8						12	\$ 2,321
Prepare & Compile Submittal to City		4		2					6	\$ 1,101
									Subtotal	\$ 108,717
Bid Package Submittal										
Address Comments from 90% Plans	2	10	15	30					57	\$ 9,288
Finalize Quantities		5		10					15	\$ 2,403
Finalize Engineer's Opinion of Probable Construction Cost		1		3					4	\$ 617
Finalize USPs		4							4	\$ 828
Prepare & Compile Submittal to City		1		3					4	\$ 617
									Subtotal	\$ 13,754
LABOR TOTALS									898	\$ 150,286

DIRECT EXPENSE COSTS

Cost Type	Quantity	Unit	Unit Cost	Notes						SUBTOTAL COST
Mileage	568	Miles	\$ 0.67	4 roundtrips @ 142 miles per trip						\$ 381
Lodging/Hotel	0	Nights	\$ 108							\$ -
Per Diem (Meals)	0	Meals	\$ 13							\$ -
Miscellaneous										\$ -
Sub-Consultant										\$ -
DIRECT EXPENSE TOTALS										\$ 381

TOTAL COSTS FOR TASK 2: DESIGN AND PLAN DEVELOPMENT

\$ 150,700



TASK 3: UTILITY COORDINATION

FEE JUSTIFICATION SUMMARY

Kirkwood Avenue Improvements
City of Bloomington

LABOR COSTS

Task Description	Senior Project Manager	Project Manager	Project Engineer/Planner	Graduate Engineer/Planner II	Graduate Engineer/Planner I	Senior Designer	Designer	Admin. Assistant	Subtotal Hours	Subtotal Cost
Initial Notice & Records Research										
Records Research	8								8	\$ 2,114
Initial Notice	1								1	\$ 264
									Subtotal	\$ 2,378
Conflict Analysis										
Conflict Analysis submittal	5								5	\$ 1,321
Prepare Conflict Matrix	4								4	\$ 1,057
Utility Meetings - total of 2, one in-person, one virtual	8								8	\$ 2,114
									Subtotal	\$ 4,493
SUE Coordination										
Coordinate QL-B with Locator/SUE Provider & Surveyor	1								1	\$ 264
Review Designating Field Work and Survey	4								4	\$ 1,057
									Subtotal	\$ 1,321
Work Plans										
Request Work Plans	1								1	\$ 264
Review Work Plans & Relocation Drawings	4								4	\$ 1,057
Prepare Gantt Chart	1								1	\$ 264
Develop Overall Utility Relocation Review Plans	4								4	\$ 1,057
Notice of Work Plan Approval/Notice to Proceed to Utilities	1								1	\$ 264
Develop Utility Special Provisions	1								1	\$ 264
Constructability Review	1								1	\$ 264
Prepare Utility Plans for Contract Documents					4				4	\$ 460
									Subtotal	\$ 3,896
Relocation										
Utility Relocation Pre-Construction Meeting	2								2	\$ 548
Relocation Tracking	4								4	\$ 1,095
									Subtotal	\$ 1,643
LABOR TOTALS									48	\$ 13,731

DIRECT EXPENSE COSTS

Cost Type	Quantity	Unit	Unit Cost	Notes						SUBTOTAL COST
Mileage	142	Miles	\$ 0.67							\$ 95
Sub-Consultant - Groundbreakers, QL-B Field Service	24	Hour	\$ 225.00							\$ 5,400
Sub-Consultant - Groundbreakers, QL-B Mobilization	2	Hour	\$ 140.00							\$ 280
Sub-Consultant - Groundbreakers, SUE Per Diems	2	Unit	\$ 200.00							\$ 400
Sub-Consultant - Groundbreakers, QL-B Site Supervisor	8	Hour	\$ 200.00							\$ 1,600
DIRECT EXPENSE TOTALS										\$ 7,775
TOTAL COSTS FOR TASK 3: UTILITY COORDINATION										\$ 21,600

AS NEEDED DIRECT EXPENSE COSTS

Cost Type	Quantity	Unit	Unit Cost	Notes						SUBTOTAL COST
Sub-Consultant - Groundbreakers, QL-A Field Service	10	Unit	\$ 1,350.00							\$ 13,500
AS NEEDED DIRECT EXPENSE TOTALS										\$ 13,500
TOTAL COSTS FOR TASK 3: AS NEEDED UTILITY COORDINATION										\$ 13,500
TOTAL COSTS FOR TASK 3: UTILITY COORDINATION (INCLUDES AS NEEDED SERVICES)										\$ 35,100



TASK 4: PROJECT MANAGEMENT

FEE JUSTIFICATION SUMMARY Kirkwood Avenue Improvements City of Bloomington

LABOR COSTS

Task Description	Senior Project Manager	Project Manager	Project Engineer/Planner	Graduate Engineer/Planner II	Graduate Engineer/Planner I	Senior Designer	Designer	Admin. Assistant	Subtotal Hours	Subtotal Cost
General Project Management										
General Administration & City of Bloomington Coordinatoin	5	20							25	\$ 5,459
Bloomington Transit Coordination		5							5	\$ 1,034
City of Bloomington Utilities Water Main Project Coordination		3							3	\$ 621
Invoicing and Progress Report Preparation (12 months)		8						8	16	\$ 2,917
									Subtotal	\$ 10,031
Team Coordination and Oversight										
Subconsultant Coordination	2	12							14	\$ 3,011
									Subtotal	\$ 3,011
LABOR TOTALS									63	\$ 13,042

DIRECT EXPENSE COSTS

Cost Type	Quantity	Unit	Unit Cost	Notes						SUBTOTAL COST
Mileage	0	Miles	\$ 0.67							\$ -
Lodging/Hotel	0	Nights	\$ 108							\$ -
Per Diem (Meals)	0	Meals	\$ 13							\$ -
Miscellaneous										\$ -
Sub-Consultant										\$ -
DIRECT EXPENSE TOTALS										\$ -

TOTAL COSTS FOR TASK 4: PROJECT MANAGEMENT

\$ 13,100



TASK 5: LIMITED CONSTRUCTION PHASE SERVICES

FEE JUSTIFICATION SUMMARY Kirkwood Avenue Improvements City of Bloomington

LABOR COSTS

Task Description	Senior Project Manager	Project Manager	Project Engineer/Planner	Graduate Engineer/Planner II	Graduate Engineer/Planner I	Senior Designer	Designer	Admin. Assistant	Subtotal Hours	Subtotal Cost
Attendance at Pre-Bid Meeting (assumed virtual)	1	1							2	\$ 471
Plan Addendum during Bid Process		3		8					11	\$ 1,716
Attendance at Preconstruction Meeting (travel assumed)	4	4							8	\$ 1,885
Up to three (3) on-site field visits		6		4					10	\$ 1,853
Shop drawings / RFIs	2	2	4	10					18	\$ 3,108
									Subtotal	\$ 9,033
LABOR TOTALS									36	\$ 9,033

DIRECT EXPENSE COSTS

Cost Type	Quantity	Unit	Unit Cost	Notes						SUBTOTAL COST
Mileage	568	Miles	\$ 0.67	4 roundtrips @ 142 miles per trip						\$ 381
Lodging/Hotel	0	Nights	\$ 108							\$ -
Per Diem (Meals)	0	Meals	\$ 13							\$ -
Miscellaneous										\$ -
Sub-Consultant										\$ -
DIRECT EXPENSE TOTALS										\$ 381

TOTAL COSTS FOR TASK 5: LIMITED CONSTRUCTION PHASE SERVICES

\$ 9,500



APPENDIX C

SUBCONSULTANT SCOPE AND FEE PROPOSAL

October 22, 2024

Alexandra Natoli, P.E.
Kimley-Horn
500 East 96th Street, Suite 300
Indianapolis, IN 46240
Direct: 317 683 0879
Re: Kirkwood Avenue from Adams Street to Rogers Street, Bloomington, Indiana

Ms. Natoli,

Bledsoe Riggert Cooper James, Inc. (BRCJ) is pleased to present this professional surveying services proposal for the Kirkwood Avenue from Adams Street to Rogers Street project. We propose to perform the following tasks:

- 1) Prepare a topographic survey of the areas shaded in blue on the included Survey Exhibit.
2) Locate site improvements (thresholds, finish floors, headwalls, steps, walls, light poles, walks, bike racks, building corners, etc.).
3) Locate isolated trees, including their driplines, and note if the tree is a deciduous or a coniferous tree.
4) Locate visible surface utilities (risers, meters, valves, etc...) per observed above ground evidence and utilities marked by Indiana811.
5) This proposal does not include utility location exploration via excavation or potholing.
6) Provide approximate storm and sanitary invert elevations, pipe sizes, and materials based on limited information available from the surface for structures in our survey limits and the next downstream structure outside of our survey limits.
7) Overhead utilities will be identified as overhead without special investigation of the type or nature.
8) Provide contours of existing site conditions at 1-foot intervals.
9) The horizontal datum will be NAD 83, Indiana State Plane Coordinates, U.S. Survey Feet. The vertical datum will be NAVD88, U.S. Survey Feet.
10) All distances will be provided as grid distances.
11) Provide a final 2018 AutoCAD drawing file (.dwg) or an AutoCAD Civil 3D 2018 drawing file (.dwg) and a PDF (.pdf) of the topographic survey.
12) Establish apparent rights of way of Kirkwood Avenue for the length of the project and show said apparent rights of way on our survey drawings.

BRCJ proposes to perform the tasks listed above for a lump sum fee of \$30,340.

Subject to our workload at the time of notice to proceed, we anticipate commencing the survey within 1-2 weeks of notice to proceed with completion in approximately 4-8 weeks thereafter, weather permitting.

If you have any questions about this proposal, please let me know.

Work not included in the scope of services, such as obtaining location of soil borings, will be negotiated at an hourly rate or by an approved lump sum fee proposal.

Term & Conditions of payment:
You are responsible for full payment upon completion of work or invoiced by percentage of work completed.

In the event of nonpayment, in addition to any other remedy allowed by law, you shall be responsible for all amounts due, including interest, reasonable attorney fees, and costs of collection incurred by BRCJ.

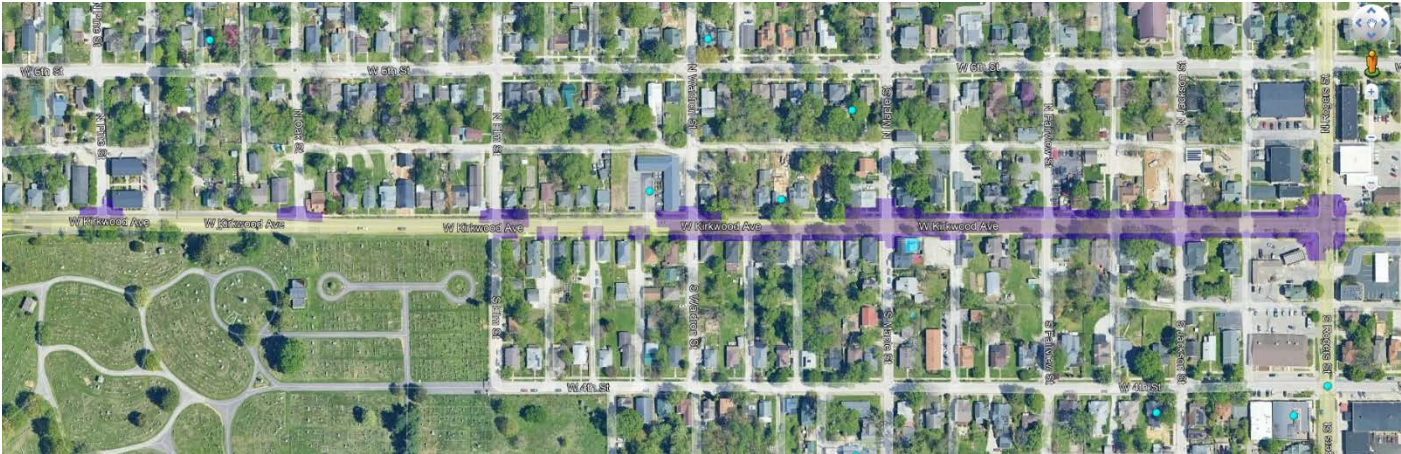
By accepting this proposal, you agree that BRCJ and its employees may access the property on which work is being completed and you will assist BRCJ, as necessary, in providing information required for the completion of BRCJ's services.
Sincerely,

Christopher L. Porter, PS

Proposal Acceptance:

Name Signature Date

SURVEY EXHIBIT



**EXHIBIT B
COMPENSATION**

This project is to be completed and invoiced using a Lump Sum and Hourly NTE basis. In the event that additional services are needed, additional compensation will be determined using the same rates that appear below. Additional services will only proceed with prior written approval from the Board or Engineering Department officials designated by the Board as project coordinator(s).

KIRKWOOD AVENUE IMPROVEMENTS

Topographic Survey \$30,340.00
Design and Plan Development..... \$150,700.00
Project Management \$13,100.00
Total Lump Sum \$ 194,140.00

The following items will be invoiced on an hourly basis:

Utility Coordination.....\$35,100.00
(\$13,500 of total UC task for QL-A as needed-services)
Limited Construction Phase Services.....\$9,500.00
Total Hourly \$44,600.00

TOTAL ESTIMATED COST OF KIRKWOOD AVENUE IMPROVEMENTS \$ 238,740.00

For the purpose of estimating additional work, if found necessary, the cost of such additional work shall be determined on the following schedule. For any effort beyond 2026, a 3.6% escalation factor would apply.

Rates:

	2025	2026
<u>Classification</u>	<u>Billed Rate</u>	<u>Billed Rate</u>
Senior Project Manager	\$264.27	\$273.78
Project Manager	\$206.89	\$214.34
Project Engineer/Planner	\$172.34	\$178.55
Graduate Engineer/Planner II	\$136.86	\$141.78
Graduate Engineer/Planner I	\$115.00	\$119.13
Senior Designer	\$209.13	\$216.66
Designer	\$109.44	\$113.38

Administrative Assistant	\$157.71	\$163.39
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Direct Expenses:	At Cost
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Subconsultants:	At fee + 10%
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EXHIBIT C
PROJECT SCHEDULE

	Kirkwood Avenue Improvements	
MILESTONES	ESTIMATED DATE	COMMENTS
Notice to Proceed	December 13, 2024	
Topographic Survey Completion	February 7, 2025	6-8 weeks from NTP
Initial Stakeholder Meetings Complete	N/A	
Submit Preliminary Plans	April 11, 2025	Assumes 3-week review period for City
Final Stakeholder Meetings Complete	N/A	
Submit Draft Final Plans	July 18, 2025	Assumes 3-week review period for City
Complete Final Plans	September 15, 2025	
Bid Advertisement	September 22, 2025	
Bid Opening	October 13, 2025	
Construction	November 2025-October 2026	

EXHIBIT D
KEY PERSONNEL

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

Position / Responsibility

Name

Senior Project Manager

Emma Albers, PE

Senior Project Manager

Natalie Parks, PE

Project Manager

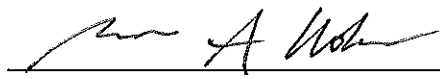
Alexandra Natoli, PE

EXHIBIT E
AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

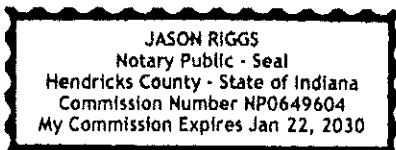
1. The undersigned is the Authorized Signer of Kimley-Horn & Associates, Inc.
2. The company named herein that employs the undersigned:
 - has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
 - is a subcontractor on a contract to provide services to the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

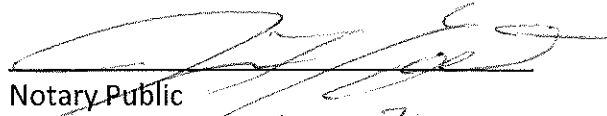


Maurice Wolfred, P.E.
Authorized Signer

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared Maurice Wolfred and acknowledged the execution of the foregoing this 22nd day of November, 2024.





Notary Public
Printed name Jason Riggs

My Commission Expires: 1-22-30
County of Residence: Hendricks Commission Number: NP0649604

**EXHIBIT F
NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)


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

OATH AND AFFIRMATION

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

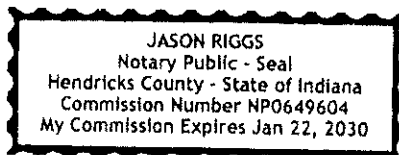
Dated this 22 day of NOVEMBER, 2024.


Kimley-Horn & Associates, Inc.
(Name of Organization)

By: 
Maurice Wolfred, P.E.
Authorized Signer

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Subscribed and sworn to before me this 22nd day of November, 2024




Notary Public
Jason Riggs
Printed name

My Commission Expires: 1-22-30
County of Residence: Hendricks Commission Number: NP0649604



Board of Public Works Staff Report

Project/Event: Approve Preliminary Engineering Contract with Kimley-Horn & Associates Inc. for the Grimes at Walnut Signal Replacement Project

Petitioner/Representative: Engineering Department

Staff Representative: Neil Kopper, Senior Project Engineer

Date: 12/3/2024

Report: This project will replace the existing traffic signal equipment and make intersection geometry improvements at the intersection of Grimes Lane and Walnut Street. Kimley-Horn was selected to perform the project's preliminary engineering from the City's pre-approved engineering consultant list due to their expertise with this type of project. This contract is set at a not-to-exceed amount of \$105,550. Construction is expected to occur in late 2025 or in 2026.

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	N/A	--
Design Services Contract	Current Item	12/3/2024
ROW Services Contract	N/A	--
Public Need Resolution	N/A	--
Construction Inspection Contract	N/A	--
Construction Contract	Future	TBD



CONTRACT COVER MEMORANDUM

TO: Office of the Mayor
FROM: Engineering Department
DATE: 11/22/2024
RE: Preliminary Engineering Contract for Grimes at Walnut Signal Replacement Project

Contract Recipient/Vendor Name:	Kimley-Horn & Associates Inc.
Department Head Initials of Approval:	Andrew Cibor
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Neil Kopper
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleks Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	
Due Date For Signature:	12/3/2024
Expiration Date of Contract:	Estimated December 2026
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$105,550
Funding Source:	101-20-20CRED - STREET CRED
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	In progress
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	In progress
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract: This project will replace the existing traffic signal equipment and make intersection geometry improvements at the intersection of Grimes Lane and Walnut Street. Kimley-Horn was selected to perform the project's preliminary engineering from the City's pre-approved engineering consultant list due to their expertise with this type of project. This contract is set at a not-to-exceed amount of \$105,550.

City of Bloomington Contract and Purchase Justification Form

Vendor: Kimley-Horn & Associates, Inc

Contract Amount: \$105,550.00

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

PURCHASE INFORMATION

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

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

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

of Submittals: 24

Yes No

Met city requirements?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Met item or need requirements?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Was an evaluation team used?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Was scoring grid used?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Were vendor presentations requested?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Was the lowest cost selected? (If no, please state below why it was not.)

Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
------------------------------	--

The RFQu was issued seeking statement of qualifications to establish a list of qualified firms that may be contacted for projects. 14 firms were placed on the Pre-Approved list, the term of the list was originally from April 15, 2019 through March 31, 2022 and then extended to end March 31, 2024.

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

Kimley-Horn was selected to design this project from the City's on-call engineering consultant list due to their experience with this type of project.

Neil Kopper

Senior Project Engineer

Engineering

Print/Type Name

Print/Type Title

Department

PROJECT NAME: Grimes at Walnut Signal Replacement

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this _____ day of _____, 20__, by and between the City of Bloomington Engineering Department through the Board of Public Works (hereinafter referred to as "Board"), and Kimley-Horn & Associates Inc. (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to repair curb ramps, evaluate hardened median treatments, and replace the existing traffic signal at the location identified and

WHEREAS, the project location is identified as follows:
Intersection of Grimes Lane at Walnut Street; and,

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

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

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

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

Article 1. Scope of Services: Consultant shall provide engineering design services for the replacement of the traffic signal at the intersection noted above. These design services shall include the preparation of plans, specifications and estimates for work on street pavements, markings, curb ramps, cross walks, traffic signal and other incidental construction that is found necessary to complete the replacement or repair of these features. The tasks associated with this work, and assumptions that are applicable to those tasks, are set forth in Exhibit A, Scope of Work and Fee Estimate. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Consultant shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Consultant shall perform all Services as

expeditiously as is consistent with professional skill and care and the orderly progress of the work.

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

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

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

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

A. Information/Reports

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

B. Representative

The Board hereby designates Neil Kopper, Senior Project Engineer, Engineering Department ("Kopper"), to serve as the Board's representative for the project. Kopper shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

C. Decisions

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

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B – Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. For the project described herein, the total compensation paid, including fees and expenses, shall not exceed the amount of **One-Hundred Five Thousand and Five Hundred and Fifty Dollars (\$105,550)**. This sum includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

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

1. Timing and Format for Billing:

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

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

2. Billing Records:

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

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

Article 6. Schedule: Consultant shall perform the Services according to the schedule set forth in Exhibit C, Project Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties. Notwithstanding any other provision of this Agreement, the Consultant shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, or acts of the Board, third parties, or governmental agencies.

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

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

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

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

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

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

Article 11. Ownership of Documents and Intellectual Property: As long as the Board is not in default of any of its payment obligations, all documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Board as part of the Services shall become the property of the Board. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.

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

Article 13. Indemnification: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, and employees of the City and the Board from any and all claims, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such

Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence; \$1,000,000 for personal injury and advertising injury; \$2,000,000 for products and completed operations aggregate; and \$2,000,000 general aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.
- e. Umbrella/Excess Liability with a \$1,000,000 limit.
- f. Cyber Attack and Cyber Extortion: computer attack limit of \$1,000,000 annual aggregate; sublimit (per occurrence) for cyber extortion of \$100,000; and computer attack and cyber extortion deductible (per occurrence) of \$10,000.
- g. Network Security Liability with an annual aggregate limit of \$1,000,000 and deductible (per occurrence) of \$10,000.
- h. Electronic Media Liability with an annual aggregate limit of \$1,000,000 and deductible (per occurrence) of \$10,000.
- i. Fraudulent Impersonator Coverage with an annual aggregate limit of \$250,000 and deductible (per occurrence) of \$5,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Board, and the officers, employees and agents of each shall be named as additional insured under both the General

Liability Insurance and Automobile Liability Insurance policies, and the policies shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to a loss hereunder.

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

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

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

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

Article 18. Assignment: Neither the Board nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the Board's consent. Unless otherwise

stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

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

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

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

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

Article 22. Compliance with Laws: In performing the Services under this Agreement, Consultant shall comply with any and all published and applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

Board:

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

Consultant:

Kimley-Horn & Associates Inc.
Attn: Maurice Wolfred
500 E 96th Street, Suite 300
Indianapolis, IN 46240

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

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

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

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

Consultant and any of its subconsultants may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or any of its subconsultants learns is an unauthorized alien. If the Board obtains information that the Consultant or any of its subconsultants employs or retains an employee who is an unauthorized alien, the Board shall notify the Consultant or its subconsultants of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If the Consultant or any of its subconsultants verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant

or its subconsultant did not knowingly employ an unauthorized alien. If the Consultant or its subconsultant fails to remedy the violation within the thirty (30) day period, the Board shall terminate the Agreement, unless the Board determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Board may allow the Agreement to remain in effect until the Board procures a new Consultant. If the Board terminated the Agreement, the Consultant or its subconsultant is liable to the Board for actual damages.

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

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

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

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

Article 28. Consequential Damages: In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

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

Owner

City of Bloomington
Board of Public Works

By: _____
Kyla Cox Deckard, President

By: _____
Elizabeth Karon, Vice President

By: _____
James Roach, Secretary

By: _____
Kerry Thomson, Mayor

Consultant

Kimley-Horn & Associates, Inc.

Maurice Wolfred, P.E.
Authorized Signer

EXHIBIT A
SCOPE OF WORK AND FEE ESTIMATE

SCOPE OF SERVICES

Grimes at Walnut Signal Replacement

Kimley-Horn and Associates Inc., referenced herein as the Consultant, will provide the following scope of services for the City of Bloomington, referenced herein as the Client.

PROJECT UNDERSTANDING

This project intent is to replace the traffic signal at the intersection of Grimes Lane/Walnut Street. Additionally, corner curb ramps and aprons will be improved and hardened median treatments will be evaluated.

PROJECT ASSUMPTIONS

The following general assumptions have been made in the development of this scope of services for the project:

- The project will be designed in accordance with the City of Bloomington Indiana Design Manual (IDM) Specifications, Standard Drawings and Design Memos, and applicable portions of PROWAG.
- No City permits will be required as a part of this project.
- Environmental Services will not be required as project is locally funded.
- The City will provide the Consultant with USP template for signal pole foundations.
- Right-of-Way engineering or acquisition will not be required as a part of this project.
- The City will provide signal detection preference in advance of signal design.
- The City will provide all special provisions and standard details for City-specific traffic signal equipment, including manufacturer and installation requirements.
- Traffic signal timings will be provided by the City's on-call consultant. Any phasing changes will be coordinated with City staff.
- The addition of bike lanes is not anticipated for this project and is not included in the scope of work.
- Drainage Calculations or Drainage Memo will not be required.
- The City will assemble Project Contract Information Book and advertise for bid. Consultant is responsible for providing Plans, Quantities, Unique Special Provisions (USPs), and Utility Work Plans for the CIB.
- The City anticipates bid in 2025 with construction start by EOY 2025.

PROJECT TASKS

TASK 1 – TOPOGRAPHIC SURVEY (BRCJ)

Kimley-Horn, through the use of a subconsultant, will obtain topographic survey for this project. The scope and proposed fee for Task 1 are included in Appendix C.

TASK 2 – INTERSECTION IMPROVEMENTS

The scope of services provided is based off of the scoping diagrams provided by City of Bloomington on September 25, 2024. Kimley-Horn will be responsible for design and plan development of the following:

- Traffic Signal Replacement
- Curb Ramp Replacements at all four quadrants

- Design of up to two (2) truck aprons; located in the southwest and northwest corners
- Restriping of the four (4) crosswalks at the intersection
- Design of up to four (4) hardened median treatments
- Perpetuate drainage conveyance throughout project where curb ramps are scoped to be designed. This is limited regrading curb line and adjusting and/or relocating existing drainage inlets

Preliminary Plans

Kimley-Horn will develop preliminary plans for submission to the City of Bloomington Project Manager, including the following sheets:

- 2D Plan View Layout of curb ramps, striping, median treatments, and truck aprons
- Preliminary Signal Equipment Layout
- Preliminary Maintenance of Traffic Plan

As a part of the preliminary plan development phase, one (1) site visit is included in the proposed fee.

90% Plans

Kimley-Horn will develop 90% plans (22in.x34in.) including the following sheets:

- Title Sheet
- Sheet Index and Utility Contacts Sheet
- General Notes
- Maintenance of Traffic Details
 - Typical application vehicular Maintenance of Traffic Details will be prepared
 - Pedestrian maintenance of traffic plan will be prepared with this deliverable
- Grading Detail Sheets
 - Existing topographic survey information including existing right-of-way, easements, and property lines
 - Extents of improvements and associated design elements will be labeled and dimensioned, including linework for edge of pavement, curb and gutter, sidewalks, curb ramps and construction limits
 - Elevations of existing topography and proposed improvements will be labeled
 - Summary table of quantities will be included for each improvement location
- Pavement Marking and Signage Plan
- Traffic Signal Replacement Plans
 - Placement of traffic signal poles, traffic signal heads, street name signs, pedestrian signal heads and pushbuttons, conduits, handholes, EVP equipment, detection equipment, and cables.
- Construction Details
 - Includes standard drawings and details to be used, provided by City of Bloomington, and INDOT
 - Includes Structure Data Table for any new drainage structures

In addition to the plans, the 90% plan phase includes the following tasks:

- Up to one (1) project site visit

The following deliverables will be provided at the 90% Submittal:

- 90% Construction Plans
- 90% Engineer's Opinion of Probable Construction Cost
- 90% Quantities
- Draft USPs

Bid Package Submittal

The Bid Package submittal will include updates to plan sheets provided at the 90% submittal based on City of Bloomington review comments.

In addition to plan updates, quantities will be finalized, and unique special provisions will be developed for inclusion to the project Contract Book. It is assumed that up to eight (8) USPs will be written for this Task. Additionally, the City of Bloomington will provide any standard special provisions that are needed for the traffic signal equipment. It is assumed that City of Bloomington will be responsible for preparing the remainder of the Contract Book (i.e. front-end documents). The following deliverables will be provided at the Bid Package Submittal:

- Final Construction Plans
- Final Engineer's Opinion of Probable Construction Cost
- Final Quantity tabulation
- City-Standard Special Provisions
- Project USPs

City of Bloomington will be responsible for assembling solicitation for posting and distribution to bidders. Attendance at the pre-bid meeting is included in the fee provided for Task 2.

TASK 3 – UTILITY COORDINATION

Kimley-Horn will coordinate with each utility company who have facilities within the project limits. Coordination will be in accordance with the IDM Chapter 104 and associated resources. If provided in a timely manner and in AutoCAD format by the franchise utility companies, the franchise utility layouts will be shown on the construction plans. Activities include the following:

- Initial Records Research
- Initial notices to utilities within the project area
- Verification and Conflict Analysis
- Work Plan requests, review, and approval
- Coordinate with SUE provider and surveyor to complete QL-B services
- Develop conflict matrix and utility plan sheets

Kimley-Horn shall act as a liaison between utility companies and City of Bloomington, answering questions, interpreting plans, and corresponding with utilities.

As needed services:

- Subsurface Utility Engineering, QL-A test holes to be utilized if the City would like to expose and verify the horizontal and vertical location of the utilities. If needed, this would be \$1350 per test hole.
- If relocations are necessary, Kimley-Horn will work with the City of Bloomington and the Utilities to verify the relocations are in accordance with the approved relocation drawings.

TASK 4 – PROJECT MANAGEMENT

The Consultant will perform the following project management tasks for the project:

- Coordination, in the form of emails or phone calls, with the City of Bloomington Project Manager and City Staff regarding scope, design, schedule, and other project related items
- Coordination, in the form of emails, phone calls, or meetings with subconsultants regarding scope, design, schedule, and other project related items
- Preparation of eight (8) Monthly Progress Reports to be included in monthly invoices from NTP to Construction Start
- For the preparation of this scope and fee, it was assumed design review meetings between Consultant and the City of Bloomington will occur after each plan submission and is included in Task 2.

TASK 5 – LIMITED CONSTRUCTION PHASE SERVICES

The Consultant will perform the following construction phase services for the project:

- Attendance at a virtual Project Pre-Bid Meeting
- Preparation of plan revision for bid addendum if required during bid phase
- Attendance at the Pre-Construction Meeting
- Up to two (2) on-site field visits during construction with the Contractor, Client, and/or construction inspector
- Response to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents

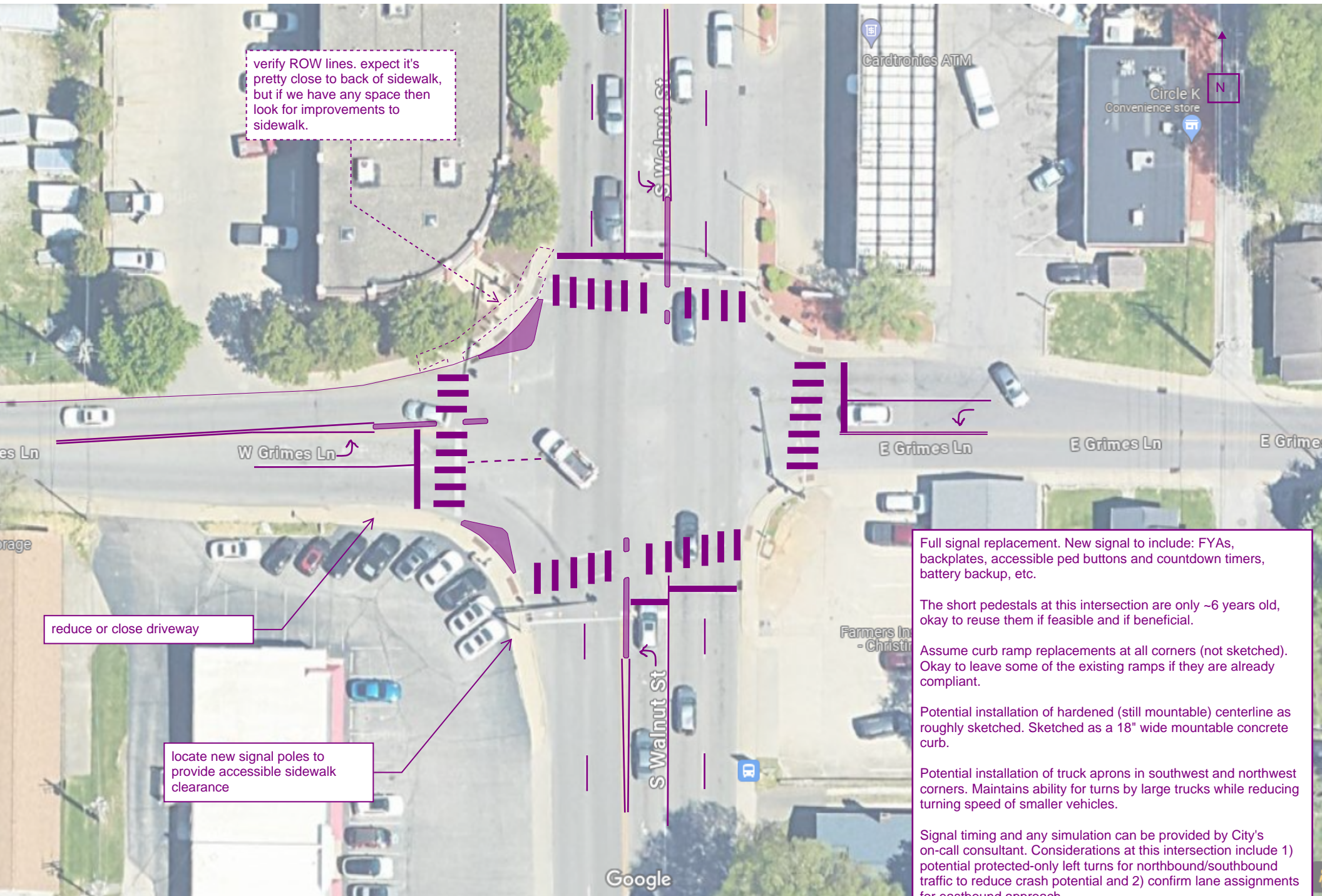
The scope of services is limited to the task specifically described above. The following items are not included in this scope and would be considered as an additional service:

- Lighting Design
- Storm Drain Design
- Stormwater Detention Design
- Water Quality Design
- Inlet Spread Computations
- Right-of-Way Engineering, Acquisition or Appraisal
- Retaining Wall Design
- Pavement Design
- Geotechnical Engineering Services
- Landscaping and Irrigation Services
- Environmental Services
- Permitting Services
- Platting, Construction Staking or Survey Services beyond those mentioned in this Contract
- Tree Survey and/or Tree Protection Plan
- Design outside of the attached scoping documents provided by the Client

- Utility relocations and associated documents (notice to proceed, work plan review, overall utility relocation plans)
- Reimbursable utility agreements
- Relocation inspection, as-built data collection, utility mapping

APPENDIX A

SCOPE EXHIBIT



verify ROW lines. expect it's pretty close to back of sidewalk, but if we have any space then look for improvements to sidewalk.

reduce or close driveway

locate new signal poles to provide accessible sidewalk clearance

Full signal replacement. New signal to include: FYAs, backplates, accessible ped buttons and countdown timers, battery backup, etc.

The short pedestals at this intersection are only ~6 years old, okay to reuse them if feasible and if beneficial.

Assume curb ramp replacements at all corners (not sketched). Okay to leave some of the existing ramps if they are already compliant.

Potential installation of hardened (still mountable) centerline as roughly sketched. Sketched as a 18" wide mountable concrete curb.

Potential installation of truck aprons in southwest and northwest corners. Maintains ability for turns by large trucks while reducing turning speed of smaller vehicles.

Signal timing and any simulation can be provided by City's on-call consultant. Considerations at this intersection include 1) potential protected-only left turns for northbound/southbound traffic to reduce crash potential and 2) confirm lane assignments for eastbound approach.

APPENDIX B

KIMLEY-HORN MANHOUR JUSTIFICATION

FEE JUSTIFICATION SUMMARY
Grimes at Walnut Signal Replacement
City of Bloomington

TASK	FIRM	CONTRACT TYPE	FEE TOTAL
TASK 1: TOPOGRAPHIC SURVEY	BRCJ	LUMP SUM	\$ 10,450
TASK 2: DESIGN AND PLAN DEVELOPMENT	KIMLEY-HORN	LUMP SUM	\$ 53,500
TASK 3: UTILITY COORDINATION	KIMLEY-HORN	HOURLY	\$ 27,500
TASK 4: PROJECT MANAGEMENT	KIMLEY-HORN	LUMP SUM	\$ 6,500
TASK 5: LIMITED CONSTRUCTION PHASE SERVICES	KIMLEY-HORN	HOURLY	\$ 7,600
TOTAL PROJECT FEE:			\$ 105,550



TASK 2: DESIGN AND PLAN DEVELOPMENT

FEE JUSTIFICATION SUMMARY
Grimes at Walnut Signal Replacement
City of Bloomington

LABOR COSTS

Task Description	Senior Project Manager	Project Manager	Project Engineer/Planner	Graduate Engineer/Planner II	Graduate Engineer/Planner I	Senior Designer	Designer	Admin. Assistant	Subtotal Hours	Subtotal Cost
Preliminary Plans										
Topographic Survey Review (Includes Site Visit)		4		6					10	\$ 1,649
Prepare Vehicular Maintenance of Traffic Concept	1		1	4					6	\$ 984
Prepare Preliminary 2D Layout	1		6	24					31	\$ 4,583
Prepare Preliminary Signal Layout	6			16					22	\$ 3,775
Preliminary Review with City	2		2						4	\$ 873
									Subtotal	\$ 11,864
90% Plans										
Up to One (1) Site Visit			4	4					8	\$ 1,237
Prepare Title Sheet, Index & Utility Contact Sheet, and General Notes				2			6		8	\$ 930
Finalize Maintenance of Traffic Vehicular Plan			2	4					6	\$ 892
Prepare Pedestrian Maintenance of Traffic Plan	1		1				4		6	\$ 874
Prepare Curb Ramp Detail Sheets (x8 curb ramps, x2 truck aprons)			2	10			40		52	\$ 6,091
Establish 3D design for detailing (x8 curb ramps, x2 truck aprons)		4		10			40		54	\$ 6,574
Prepare Pavement Marking and Signage Sheets	1	1					8		10	\$ 1,347
Prepare Final Signal Sheets	16			40					56	\$ 9,703
Prepare Construction Details			1				4		5	\$ 610
Prepare Quantities	4		2	5			18		29	\$ 4,056
Prepare 90% Engineer's Opinion of Probable Construction Cost	1		1	4					6	\$ 984
Prepare Draft USPs	2		4						6	\$ 1,218
Prepare & Compile Submittal to City		2		1					3	\$ 551
									Subtotal	\$ 35,066
Bid Package Submittal										
Address Comments from 90% Plans			4	8			8		20	\$ 2,660
Finalize Quantities		1	2	5					8	\$ 1,236
Finalize Engineer's Opinion of Probable Construction Cost			2	2					4	\$ 618
Finalize USPs	2		4						6	\$ 1,218
Prepare & Compile Submittal to City		1		2					3	\$ 481
									Subtotal	\$ 6,212
LABOR TOTALS									322	\$ 53,142

DIRECT EXPENSE COSTS

Cost Type	Quantity	Unit	Unit Cost	Notes	SUBTOTAL COST
Mileage	426	Miles	\$ 0.67	3 roundtrips @ 142 miles per trip	\$ 285
Lodging/Hotel	0	Nights	\$ 108		\$ -
Per Diem (Meals)	0	Meals	\$ 13		\$ -
Miscellaneous					\$ -
Sub-Consultant					\$ -
DIRECT EXPENSE TOTALS					\$ 285

TOTAL COSTS FOR TASK 2: DESIGN AND PLAN DEVELOPMENT

\$ 53,500



TASK 3: UTILITY COORDINATION

FEE JUSTIFICATION SUMMARY Grimes at Walnut Signal Replacement City of Bloomington

LABOR COSTS

Task Description	Senior Project Manager	Project Manager	Project Engineer/Planner	Graduate Engineer/Planner II	Graduate Engineer/Planner I	Senior Designer	Designer	Admin. Assistant	Subtotal Hours	Subtotal Cost
Initial Notice & Records Research										
Records Research	10								10	\$ 2,643
Initial Notice	1								1	\$ 264
									Subtotal	\$ 2,907
Conflict Analysis										
Conflict Analysis submittal	5								5	\$ 1,321
Prepare Conflict Matrix	2								2	\$ 529
Utility Meetings - total of 2, one in-person, one virtual	4								4	\$ 1,057
									Subtotal	\$ 2,907
SUE Coordination										
Coordinate QL-B with Locator/SUE Provider & Surveyor	1								1	\$ 264
Review Designating Field Work and Survey	2								2	\$ 529
									Subtotal	\$ 793
Work Plans										
Request Work Plans	1								1	\$ 264
Constructability Review	1								1	\$ 264
Prepare Utility Plans for Contract Documents					4				4	\$ 460
									Subtotal	\$ 989
LABOR TOTALS									31	\$ 7,595

DIRECT EXPENSE COSTS

Cost Type	Quantity	Unit		Unit Cost	Notes					SUBTOTAL COST
Mileage	142	Miles		\$ 0.67						\$ 95
Sub-Consultant - Groundbreakers, QL-B Field Service	8	Hour	\$ 225.00							\$ 1,800
Sub-Consultant - Groundbreakers, QL-B Mobilization	2	Hour	\$ 140.00							\$ 280
Sub-Consultant - Groundbreakers, QL-B Site Supervisor	4	Hour	\$ 200.00							\$ 800

DIRECT EXPENSE TOTALS

TOTAL COSTS FOR TASK 3: UTILITY COORDINATION

\$ 2,880

\$ 10,500

AS NEEDED LABOR COSTS

Task Description	Senior Project Manager	Project Manager	Project Engineer/Planner	Graduate Engineer/Planner II	Graduate Engineer/Planner I	Senior Designer	Designer	Admin. Assistant	Subtotal Hours	Subtotal Cost
Relocation Documents										
Review Work Plans & Relocation Drawings	2								2	\$ 529
Prepare Gantt Chart	1								1	\$ 264
Develop Overall Utility Relocation Review Plans	2								2	\$ 529
Notice of Work Plan Approval/Notice to Proceed to Utilities	1								1	\$ 264
Develop Utility Special Provisions	1								1	\$ 264
									Subtotal	\$ 1,850
Relocation										
Utility Relocation Pre-Construction Meeting	2								2	\$ 548
Relocation Tracking	4								4	\$ 1,095
									Subtotal	\$ 1,643
AS NEEDED LABOR TOTALS										\$ 3,493

DIRECT EXPENSE COSTS

Cost Type	Quantity	Unit		Unit Cost	Notes					SUBTOTAL COST
Sub-Consultant - Groundbreakers, QL-A Field Service	10	Unit	\$ 1,350.00							\$ 13,500

DIRECT EXPENSE TOTALS

TOTAL COSTS FOR TASK 3: AS NEEDED UTILITY COORDINATION

\$ 13,500

\$ 17,000

TOTAL COSTS FOR TASK 3: UTILITY COORDINATION

\$ 27,500



TASK 4: PROJECT MANAGEMENT

FEE JUSTIFICATION SUMMARY Grimes at Walnut Signal Replacement City of Bloomington

LABOR COSTS

Task Description	Senior Project Manager	Project Manager	Project Engineer/Planner	Graduate Engineer/Planner II	Graduate Engineer/Planner I	Senior Designer	Designer	Admin. Assistant	Subtotal Hours	Subtotal Cost
General Project Management										
General Administration & City of Bloomington Coordination	10								10	\$ 2,643
Invoicing and Progress Report Preparation (8 months)	6							6	12	\$ 2,532
									Subtotal	\$ 5,175
Team Coordination and Oversight										
Subconsultant Coordination	5								5	\$ 1,321
									Subtotal	\$ 1,321
LABOR TOTALS									27	\$ 6,496

DIRECT EXPENSE COSTS

Cost Type	Quantity	Unit	Unit Cost	Notes						SUBTOTAL COST
Mileage	0	Miles	\$ 0.67							\$ -
Lodging/Hotel	0	Nights	\$ 108							\$ -
Per Diem (Meals)	0	Meals	\$ 13							\$ -
Miscellaneous										\$ -
Sub-Consultant										\$ -
DIRECT EXPENSE TOTALS										\$ -

TOTAL COSTS FOR TASK 4: PROJECT MANAGEMENT

\$ 6,500



TASK 5: LIMITED CONSTRUCTION PHASE SERVICES

FEE JUSTIFICATION SUMMARY Grimes at Walnut Signal Replacement City of Bloomington

LABOR COSTS

Task Description	Senior Project Manager	Project Manager	Project Engineer/Planner	Graduate Engineer/Planner II	Graduate Engineer/Planner I	Senior Designer	Designer	Admin. Assistant	Subtotal Hours	Subtotal Cost
Attendance at Pre-Bid Meeting (assumed virtual)	2	1							3	\$ 735
Plan Addendum during Bid Process	2	2		4					8	\$ 1,490
Attendance at Preconstruction Meeting (travel assumed)	4	4							8	\$ 1,885
Up to two (2) on-site field visits		4		2					6	\$ 1,141
Shop drawings / RFIs	2	4		4					10	\$ 1,972
									Subtotal	\$ 7,223
LABOR TOTALS									35	\$ 7,223

DIRECT EXPENSE COSTS

Cost Type	Quantity	Unit	Unit Cost	Notes					SUBTOTAL COST
Mileage	426	Miles	\$ 0.67	3 roundtrips @ 142 miles per trip					\$ 285
Lodging/Hotel	0	Nights	\$ 108						\$ -
Per Diem (Meals)	0	Meals	\$ 13						\$ -
Miscellaneous									\$ -
Sub-Consultant									\$ -
DIRECT EXPENSE TOTALS									\$ 285

TOTAL COSTS FOR TASK 5: LIMITED CONSTRUCTION PHASE SERVICES

\$ 7,600



APPENDIX C

SUBCONSULTANT SCOPE AND FEE PROPOSAL

October 16, 2024

Alexandra Natoli, P.E.
Kimley-Horn
500 East 96th Street, Suite 300
Indianapolis, IN 46240
Direct: 317 683 0879
Re: Grimes Lane and South Walnut Street Signal Replacement, Bloomington, Indiana

Ms. Natoli,

Bledsoe Riggert Cooper James, Inc. (BRCJ) is pleased to present this professional surveying services proposal for the Grimes Lane and South Walnut Street Signal Replacement project. We propose to perform the following tasks:

- 1) Prepare a topographic survey of the area shaded in red on the included Survey Exhibit.
2) Locate site improvements, including those listed in the Survey Checklist for Signalized Intersections (controller cabinets, strain poles or mast arms, signal heads and overhead signs, ped detectors and signals, detection loops or cameras, thresholds, finish floors, walls, light poles, walks, bike racks, building corners, etc.).
3) Locate isolated trees, including their driplines, and note if the tree is a deciduous or a coniferous tree. The driplines of wooded areas will be outlined and noted as such.
4) Locate visible surface utilities (risers, meters, valves, etc...) per observed above ground evidence and utilities marked by Indiana811. Indiana811 member utilities do not locate private lines or facilities. Member utilities do not locate service lines or all utilities when a survey is the purpose of the ticket. We will also locate markings by a private underground utility locator, to be coordinated by Kimley-Horn.
5) This proposal does not include utility location exploration via excavation or potholing.
6) Provide approximate storm and sanitary invert elevations, pipe sizes, and materials based on limited information available from the surface for structures in our survey limits and the next downstream structure outside of our survey limits. Structure grates and covers shown should not be assumed to be the center of the below ground structure. All utilities, including locations and sizes, need to be verified prior to construction efforts.
7) Overhead utilities will be identified as overhead without special investigation of the type or nature.
8) Provide contours of existing site conditions at 1-foot intervals.
9) The horizontal datum will be NAD 83, Indiana State Plane Coordinates, U.S. Survey Feet. The vertical datum will be NAVD88, U.S. Survey Feet.
10) All distances will be provided as grid distances.
11) Provide a final 2018 AutoCAD drawing file (.dwg) or an AutoCAD Civil 3D 2018 drawing file (.dwg) and a PDF (.pdf) of the topographic survey.
12) Establish apparent rights of way of Grimes Lane and South Walnut Street and show said apparent rights of way on our survey drawings.

BRCJ proposes to perform the tasks listed above for a lump sum fee of \$10,450.

Subject to our workload at the time of notice to proceed, we anticipate commencing the survey within 1-2 weeks of notice to proceed with completion in approximately 4-8 weeks thereafter, weather permitting.

If you have any questions about this proposal, please let me know.

Work not included in the scope of services, such as obtaining location of soil borings, will be negotiated at an hourly rate or by an approved lump sum fee proposal.

Term & Conditions of payment:
You are responsible for full payment upon completion of work or invoiced by percentage of work completed.

In the event of nonpayment, in addition to any other remedy allowed by law, you shall be responsible for all amounts due, including interest, reasonable attorney fees, and costs of collection incurred by BRCJ.

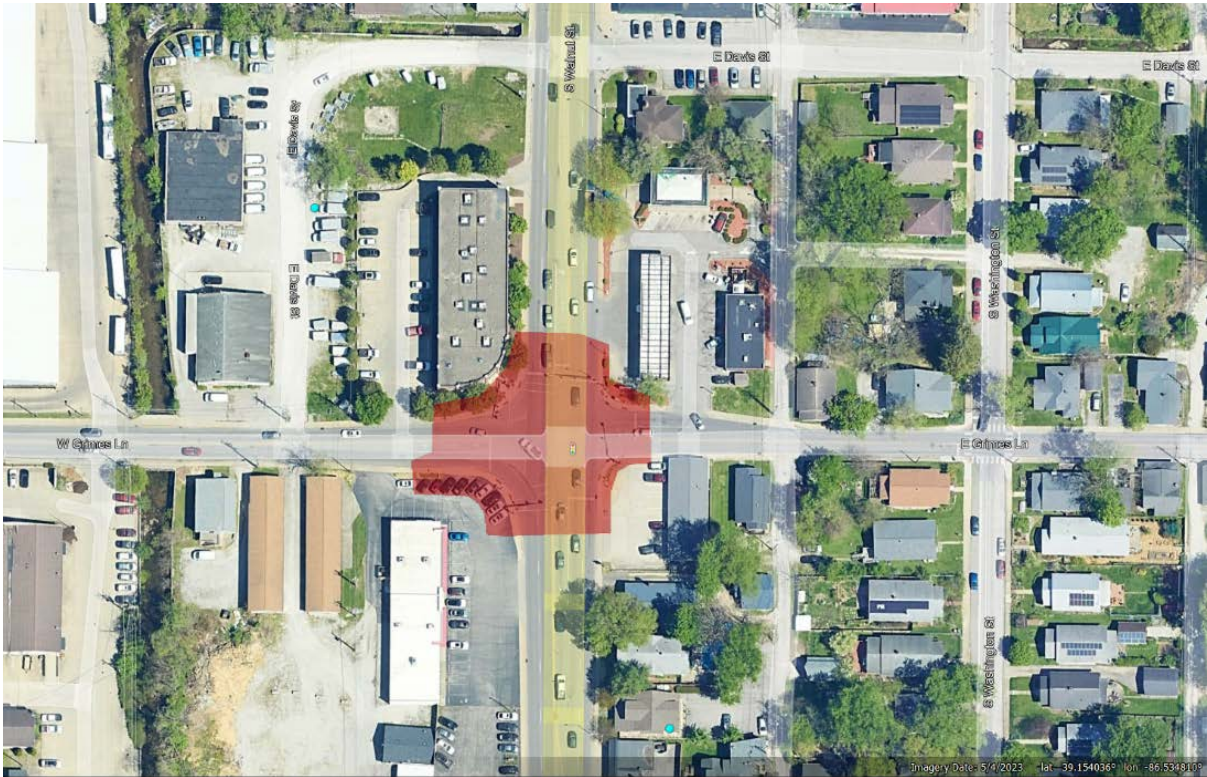
By accepting this proposal, you agree that BRCJ and its employees may access the property on which work is being completed and you will assist BRCJ, as necessary, in providing information required for the completion of BRCJ's services.
Sincerely,

Christopher L. Porter, PS

Proposal Acceptance:

Name Signature Date

SURVEY EXHIBIT



**EXHIBIT B
COMPENSATION**

This project is to be completed and invoiced using a Lump Sum and Hourly NTE basis. In the event that additional services are needed, additional compensation will be determined using the same rates that appear below. Additional services will only proceed with prior written approval from the Board or Engineering Department officials designated by the Board as project coordinator(s).

GRIMES AT WALNUT SIGNAL REPLACEMENT

Topographic Survey \$10,450.00
Design and Plan Development..... \$53,500.00
Project Management \$6,500.00
Total Lump Sum \$ 70,450.00

The following items will be invoiced on an hourly basis:

Utility Coordination.....\$27,500.00
(\$17,000 of total UC task for QL-A and relocation as-needed services)
Limited Construction Phase Services\$7,600.00

Total Hourly \$35,100.00

TOTAL ESTIMATED COST OF GRIMES AT WALNUT SIGNAL REPLACEMENT \$ 105,550.00

For the purpose of estimating additional work, if found necessary, the cost of such additional work shall be determined on the following schedule. For any effort beyond 2026, a 3.6% escalation factor would apply.

Rates:

	2025	2026
<u>Classification</u>	<u>Billed Rate</u>	<u>Billed Rate</u>
Senior Project Manager	\$264.27	\$273.78
Project Manager	\$206.89	\$214.34
Project Engineer/Planner	\$172.34	\$178.55
Graduate Engineer/Planner II	\$136.86	\$141.78
Graduate Engineer/Planner I	\$115.00	\$119.13
Senior Designer	\$209.13	\$216.66

Designer	\$109.44	\$113.38
Administrative Assistant	\$157.71	\$163.39

Direct Expenses:	At Cost
Subconsultants:	At fee + 10%

EXHIBIT C
PROJECT SCHEDULE

	Grimes at Walnut Signal Replacement	
MILESTONES	ESTIMATED DATE	COMMENTS
Notice to Proceed	December 13, 2024	
Topographic Survey Completion	February 7, 2025	6-8 weeks from NTP
Initial Stakeholder Meetings Complete	N/A	
Submit Preliminary Plans	April 11, 2025	Assumes 3-week review period for City
Final Stakeholder Meetings Complete	N/A	
Submit Draft Final Plans	July 18, 2025	Assumes 3-week review period for City
Complete Final Plans	September 15, 2025	
Bid Advertisement	September 22, 2025	
Bid Opening	October 13, 2025	
Construction	November 2025-July 2026	

EXHIBIT D
KEY PERSONNEL

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

Position / Responsibility

Name

Senior Project Manager

Emma Albers, PE

Senior Project Manager

Natalie Parks, PE

Project Manager

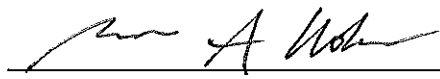
Alexandra Natoli, PE

EXHIBIT E
AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

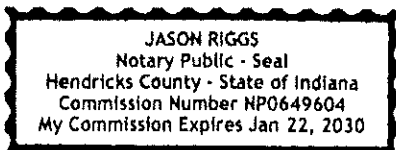
1. The undersigned is the Authorized Signer of Kimley-Horn & Associates, Inc.
2. The company named herein that employs the undersigned:
 - has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
 - is a subcontractor on a contract to provide services to the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

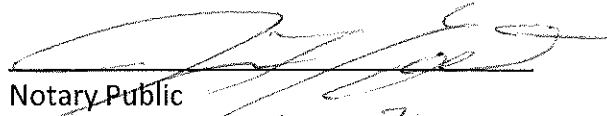


Maurice Wolfred, P.E.
Authorized Signer

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Maurice Wolfred and acknowledged the execution of the foregoing this 22nd day of November, 2024.





Notary Public
Jason Riggs
Printed name

My Commission Expires: 1-22-30
County of Residence: Hendricks Commission Number: NP0649604

**EXHIBIT F
NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)


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

OATH AND AFFIRMATION

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

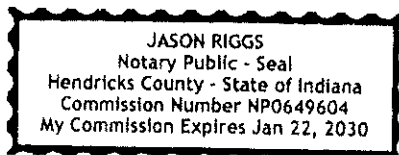
Dated this 22 day of NOVEMBER, 2024.


Kimley-Horn & Associates, Inc.
(Name of Organization)

By: 
Maurice Wolfred, P.E.
Authorized Signer

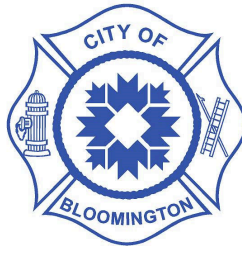
STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Subscribed and sworn to before me this 22nd day of November, 2024




Notary Public
Jason Riggs
Printed name

My Commission Expires: 1-22-30
County of Residence: Hendricks Commission Number: NP0649604



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: Logistics / Training CMc

The City of Bloomington interviewed two candidates to fulfill the need for a CMc for the Fire Department Logistics / Training project. Interviews were conducted with Building Associates and Weddle Bros. Each agency had an opportunity to answer questions and present why they would be the best fit for this role. A scoring matrix was utilized to aid in determining how each candidate performed in different categories that were being evaluated. The vendor was selected based on the criteria outlined in the RFP, which includes experience in this delivery method and their qualifications for handling this project. After careful deliberation, it was determined that Weddle Bros would be the best fit as a CMc for this project.

City of Bloomington Contract and Purchase Justification Form

Vendor: Weddle Bros

Contract Amount: \$10,000 preconstruction fees
the total project is not to exceed
\$6.5M, GMP will be determined

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

PURCHASE INFORMATION

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

☐

Request for Quote (RFQ)

☒

Request for Proposal (RFP)

☐

Sole Source

☐

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes No

of Submittals: 2

Yes No

Met city requirements?

☒ ☐

Met item or need requirements?

☒ ☐

Was an evaluation team used?

☒ ☐

Was scoring grid used?

☒ ☐

Were vendor presentations requested?

☒ ☐

Was the lowest cost selected? (If no, please state below why it was not.)

☐ ☒

The decision was made by an evaluation team that considered Cover Letter, Safety Record, Bonding Capacity, COI, MBE, WBE, VBE Participation, Qualifications, Project Approach and Understanding, CMc Experience, Affirmative Action Plan, CMc Fee and Weddle had the highest score.

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

Weddle was selected because it scored the highest based on criteria listed in the RFP.

Max Litwin

Deputy Chief

Fire

Print/Type Name

Print/Type Title

Department



CONTRACT COVER MEMORANDUM

TO: Margie Rice, Corporation Counsel

FROM: Heather Lacy

DATE: November 26, 2024

RE: BFD Training and Logistics Center – Weddle Brothers Building Group, LLC

Contract Recipient/Vendor Name:	Weddle Brothers Building Group, LLC
Department Head Initials of Approval:	RK
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Max Litwin
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Heather Lacy
Record Destruction Date: <i>(Legal to fill in)</i>	December 31, 2035
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	24-733
Due Date For Signature:	ASAP
Expiration Date of Contract:	Completion of Work – approximately December 31, 2025
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$10,000 Pre-Construction Fees; total project not to exceed \$6,500,000, which amount will include all aspects of the build including design and architecture fees. The CMc Guaranteed Maximum Price will be an amendment to this contract.
Funding Source:	987-06-08FIRL-54510
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract: This is the CMc Contract for the Fire Training and Logistics Center.

DRAFT AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

«City of Bloomington »« »
«401 N. Morton, Ste. 220 »
«Bloomington, IN 47404 »
« »

and the Construction Manager:
(Name, legal status, address, and other information)

«Weddle Brothers Building Group, LLC »« »
«2182 W. Industrial Park Drive »
«Bloomington, IN 47404 »
« »

for the following Project:
(Name, location, and detailed description)

«Bloomington Fire Department Training Facility »
«3230 S. Walnut Street »
«Bloomington, IN 47401 »

The Architect:
(Name, legal status, address, and other information)

«MartinRiley, Inc. »« »
«221 West Baker Street »
«Ft. Wayne, IN 46802 »
« »

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

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- 2 GENERAL PROVISIONS
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- 7 COST OF THE WORK FOR CONSTRUCTION PHASE
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EXHIBIT E TRENCH SAFETY AFFIDAVIT

EXHIBIT F DRUG TESTING

DRAFT CONTRACT DISCLAIMER: PLEASE NOTE THAT THIS CONTRACT IS SUBJECT TO NEGOTIATION AND AMENDMENT BY THE OWNER, AND MAY NOT FULLY ENCOMPASS ALL FINAL TERMS AND CONDITIONS UNTIL PROPERLY EXECUTED BY THE PARTIES.

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

«Fire Training Center – an 18,000 square foot, Pre-Engineered Metal Building (PEMB), on the site 3410 S. Walnut Street in Bloomington, Indiana that will house the offices for the Bloomington Fire Department Training and Logistics personnel. Site improvements will include a new parking lot, curb cut onto South Walnut Street, and connection to the Training Tower to the southwest of the site. Construction shall be in accordance with the Architect's specifications, site, plan, building plans, sections and elevations, building systems and construction materials.

The City has selected Martin Riley to perform all design services for the Fire Training Center. The CMc will be expected to coordinate the Fire Training Center with the project team. The City has begun design work on this project and construction will commence not later than January 2025. »

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

«The training facility is an 18,000 square foot PEMB building that will house the Bloomington Fire Department Training and Logistics staff. »

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

(Provide total and, if known, a line item breakdown.)

«Six Million Five Hundred Thousand Dollars and No Cents (\$6,500,000.00) inclusive of Architecture and Design Fees »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

«Completion of construction documents by Complete February 1, 2025».

- .2 Construction commencement date:

«January 2025 »

- .3 Substantial Completion date or dates:

« To be set when construction documents are received no later than February 1, 2026»

- .4 Other milestone dates:

« »

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

« »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

«LEED Silver »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere.)

« »

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

«Roger Kerr, Fire Chief »
«(812)332-9763 »
«kerrr@bloomington.in.gov »
«Max Litwin, Deputy Fire Chief »
«(812)332-9763 »
«litwinm@bloomington.in.gov »

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

«Noah Donica
MartinRiley, Inc.
221 W. Baker Street
Fort Wayne, IN 46802
Ndonica@martin-riley.com
(260)422-7994 »

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

« »« »
« »
« »
« »
« »

.2 Civil Engineer:

« »« »
« »
« »
« »
« »

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

« »

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

«Noah Donica »
«MartinRiley, Inc. »
«221 W. Baker Street »
«Fort Wayne, IN 46802 »
«ndonica@martin-riley.com »
«(260)422-7994 »

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

<< >>
<< >>
<< >>
<< >>
<< >>
<< >>

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

(List any Owner-specific requirements to be included in the staffing plan.)

<< >>

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

(List any Owner-specific requirements for subcontractor procurement.)

<< >>

§ 1.1.15 Other Initial Information on which this Agreement is based:

<< >>

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.2.1 Standard of Care

Construction Manager shall be responsible for completion of the Services in a manner to meet the professional standards consistent with the Construction Manager's profession in the location and at the time of the rendering of the services. The Construction Manager shall perform the Services in a manner consistent with the expertise, care, and skill exercised by nationally recognized construction managers that have successfully completed projects of comparable size

and complexity under the same or similar circumstances. The City shall not unreasonably withhold its approval as to the adequacy of Construction Manager's performance. Upon notice to Construction Manager and by mutual agreement between the parties, Construction Manager will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care. The Construction Manager's representations in its proposal, during interviews with the Owner or the Owner's Representative(s), and as published in any marketing materials furnished to the Owner are material representations upon which the Owner has relied and the Construction Manager hereby affirms those representations as part of this Agreement.

§ 2.3 General Conditions

§ 2.3.1 AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as specifically provided in this Agreement or as modified by the Owner and incorporated by reference herein. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation and Pre-GMP Plans

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise and provide recommendations to the Owner and Architect on design and construction details, proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

Prior to the submittal of the Guaranteed Maximum Price proposal, the Construction Manager shall prepare and submit a logistics plan, including phasing, for the use of this site and surrounding areas, parking, any temporary facilities, utilities, staging and storage for the Project. This logistics plan shall reflect the needs of the Owner and be developed in consultation with the Owner and approved by the governmental authorities the Owner may deem necessary.

The Construction Manager shall also prepare and submit to the Owner a safety plan conforming with the Owner's safety guidelines and all applicable safety and health-related laws, regulations, ordinances, and codes prior to the submission of the Guaranteed Maximum Price proposal.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's and Owner's review and acceptance. The Construction Manager shall obtain the Architect's opinion and the Owner's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction and key milestones; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's and Owner's review and Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project. Construction Manager shall pay all subcontractors, laborers, material suppliers and those performing services to Construction Manager on the project under this Agreement. Owner may, as a condition precedent to any payment hereunder, require Construction Manager to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers. And those furnishing services to Construction Manager. Upon receipt of a lawful claim, Owner shall withhold money due to Construction Manager in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to Construction Manager.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's and the Owner's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.12(a) Extent of Responsibility

Construction Manager shall exercise professional care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager shall carefully review the Drawings and Specifications in accordance with a professional standard of care and shall immediately notify the Owner and Architect in writing of any variances between the Drawings and Specifications and requirements of applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. The Construction Manager shall also promptly report to the Architect and Owner any defect, error, inconsistency, omission, or nonconformity in the design discovered by or made known to the Construction Manager.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by the Owner and other governmental and quasi-governmental authorities.

§ 3.1.13(a) Non-Discrimination

The Construction Manager shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. The Construction Manager understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Construction Manager believes that a City employee engaged in such conduct towards the Construction Manager and/or any of its employees, the Construction Manager or its employees may file a complaint with the City department head in charge of the Construction Manager'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.

§ 3.1.13(b) Non-Collusion

The Construction Manager is required to certify that it has not, nor has any other member, representative, or agent of the Construction Manager, 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. The Construction Manager shall sign an affidavit,

attached hereto as Exhibit E, affirming that the Construction Manager has not engaged in any collusive conduct. Exhibit E is attached hereto and incorporated by reference as though fully set forth.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

« »

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order following approval by the Owner. .

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 A construction schedule for the Work, submittal schedule, and the anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a mutual contingency for the Project to cover those costs considered reimbursable as the Cost of Work but not included in a Change Order. Such contingency shall not be used for costs covered by a Change Order, excluded under this Agreement, or caused by the breach of contract, negligence, or intentional act or omission of the Construction Manager or of those for whom the Construction Manager is responsible. All expenditure from the contingency shall receive the prior written authorization by the Owner. All unused contingency funds shall be the property of the Owner.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, Attached to this Agreement as Exhibit A, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner may authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.2.10 Time is of the Essence

Time is of the essence in this Agreement. Failure of Construction Manager to complete all work as herein provide will result in monetary damages to the Owner. It is hereby agreed that the Owner will be damaged for every day 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. Construction Manager agrees to pay the Owner said damages or, in the alternative, the Owner, at its sole discretion, may withhold monies otherwise due Construction Manager. It is expressly understood by the parties hereto that these damages related to the time of performance and do not limit the Owner's other remedies under this Agreement or as provide by applicable law, for other damages.

§ 3.2.11 Construction Manager agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the process 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 and reasonable charges for labor and materials as may be mutually agreed upon between the parties, it being understood however, that permitting Construction Manager 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 operated as a waiver on the part of the Owner of any of its rights herein.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

§ 3.3.2.6 The Construction Manager shall be responsible for ensuring that any Subcontract that provides defective, negligent, or non-conforming work correct the work in accordance with the Contract Documents at the Subcontractor's sole expense. The Owner shall not be responsible for any costs that could have been avoided through the reasonable diligence of the Construction Manager or any Subcontractor.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Intentionally omitted.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information with reasonable promptness. The Owner shall also furnish any other information under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner may also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions in accordance with all laws, ordinances, rules, regulations, and bylaws promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. Notwithstanding any other provision in the Contract Documents, those items that by operation of regulation, law, or practice, including but not limited to the time, completion, or sum of any contract incorporated by reference within this agreement shall be subject to the prior approval and procedures of the City of Bloomington and the Board of Public Works.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in any Agreement between the Architect and Owner. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

§ 4.4 Funding

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by Owner are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, the Owner 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. Owner 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.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

«\$10,000 »

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« »

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such

as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

The Hourly rates and estimates established by a Compensation Exhibit to this Agreement, shall be limited to the time required to reasonably perform the Services under this Agreement. The rates established in the Compensation Exhibit shall be the sole compensation without limitation for the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 5.1.3 Intentionally omitted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Construction Manager may submit an Application for Payment no more frequently than every four weeks. Prior to the submission of the first Application for Payment, the Construction Manager shall submit a schedule of values that allocates the entire Contract Sum among various portions of the Work. Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. Any Application for Payment must be reviewed and approved by the City Engineer or the Engineer's representative in accordance with the bid packet. Based upon Applications for Payment submitted to the Owner's Controller's Office by the Construction Manager, the Owner shall make progress payment by percentage of the work completed. The Owner will pay the Construction Manager not later than 45 days after the claim has been approved for payment. Payment to the Construction Manager shall also be subject to the retainage and Escrow Agreement provided below.

§ 5.2.3 Owner 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 Construction Manager which may adversely affect Owner; failure of Construction Manager to make payments due to subcontractors, material suppliers or employees; or damage to Owner or a third party.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

« »

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

« »

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

« »

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed « » percent (« » %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

« »

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

« »

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of material changes that would directly affect the substantial completion of the Work, as solely determined by the Owner.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 Intentionally omitted.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7 and any items agreed upon by the parties and included in an attached Exhibit.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site and performing Work, with the Owner’s prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract shall be included in the GMP.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval shall also be included in the GMP.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term “related party” shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager’s personnel stationed at the Construction Manager’s principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager’s principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager’s capital expenses, including interest on the Construction Manager’s capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.
- .10 Any fines, penalties, or costs imposed on the Construction Manager or any subcontractor of any tier by any local state, or federal authority.
- .11 Any other cost that a municipality may be prohibited from paying, which may include the timing or method of payment.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager’s own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager’s list of proposed subcontractors and suppliers in consultation with the Architect and,

subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.1(a) Construction Manager may submit an Application for Payment no more frequently than every four weeks. Prior to submission of the first Application for Payment, the Construction Manager shall submit a schedule of values that allocates the entire Contract Sum among various portions of the Work. Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. Any Application for Payment must be reviewed and approved by the City Engineer or the Engineer's representative in accordance with the bid packet. Based upon Applications for Payment submitted to the Owner's Controller's Office by the Construction Manager, the Owner shall make progress payments by percentage of the work completed. The Owner will pay the Construction manager not later than 45 days after the claim has been approved for payment. Payment to the Construction Manager shall also be subject to the retainage and Escrow Agreement provided below.

§ 11.1.1(b) The submission of any request for payment shall be deemed a waiver and release by the Construction Manager 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. The Construction Manager shall maintain proper account records for the scope of 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 Owner's representatives at reasonable business hours.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the « » day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the « » day of the « » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « » (« ») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect or Owner may require. The schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;

- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

«Ten percent (10%) »

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« »

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

« »

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner’s audit and reconciliation, upon Substantial Completion.)

« »

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner’s prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner shall withhold ten percent (10%) of the dollar value of all work satisfactorily completed until the Contract work is 50% complete.at which time it will be reduced to (5%). 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 Construction Manager 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.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.1.13 The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

§ 11.1.14 In the event of any dispute, including monetary disputes, between or among the Construction manager and any Subcontractor or supplier, the Construction Manager shall immediately notify the Owner in writing and provide any additional information or substantiation as the Owner may require.

If a mechanic's lien or notice of mechanic's lien should be recorded against the Project by any person or entity furnishing services, labor, materials, or equipment related to the Project, the Construction Manager shall cause such lien or notice to be removed and discharged, by bond or any other means, within seven (7) days of receipt of notice from the owner or the charging person or entity, whichever is earlier. If the lien is not discharged within the allotted time, Owner may, in its sole discretion, cause the lien to be removed or discharged, and charge all reasonable expenses related to the removal or discharge to the Construction Manager.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made as follows:

«The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Construction Manager that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Construction Manager the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Construction manager 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 in § 11.2.4 »

§ 11.2.4 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 to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by the Owner or another party under the contract with the Owner, said funds shall be released to the Owner.

§ 11.3 Intentionally omitted

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017.

§ 12.1.2 Intentionally Omitted.

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§ 12.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be mediation, arbitration, or litigation at the Owner's Sole option with exclusive venue as set forth in § 12.3

§ 12.3 Applicable Laws

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

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

« »

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1

For all phases of the Project, the Construction Manager shall as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from Construction Manager’s operations under this Agreement, whether such operations be by Construction Manager or by any SUBConstruction Mangers or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and the Construction Manager shall provide bonds as set forth in this Agreement.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than «One Million Dollars and No Cents » (\$ «1,000,000.00 ») for each occurrence and «Two Million Dollars and No Cents » (\$ «\$2,000,000.00 ») in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than «One Million Dollars and No. Cents » (\$ «1,000,000.00 ») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than «One Hundred Thousand Dollars and No Cents » (\$ «100,000.00 ») each accident, «One Hundred Thousand Dollars and No Cents » (\$ «100,000.00 ») each employee, and «Five Hundred Thousand Dollars and No Cents » (\$ «500,000.00 ») policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than «One Million Dollars and No Cents » (\$ «\$1,000,000.00 ») per claim and «One Million Dollars and No Cents » (\$ «\$1,000,000.00 ») in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
Under Commercial General Liability also included: Products/Completed Operation Personal & Advertising Injury	\$1,000,000
Each Occurrence Limit	1,000,000
Fire Damage (Any one fire)	1,000,000
Umbrella Excess Liability	\$50,000
The deductible on the umbrella shall not exceed	\$5,000,000 each occurrence and aggregate
Payment Bond	\$10,000
Performance Bond	100% of contract amount for contracts in excess of \$100,000
Cybersecurity Insurance including	100% of contract amount for contracts in excess of \$100,000
1. Computer Attack Limit (Annual Aggregate)	
2. Sublimit (Per Occurrence) for Cyber Extortion	\$1,000,000
3. Computer attack and Cyber Extortion deductible (per occurrence)	\$100,000
Network Security Liability	Not more than \$10,000
1. Limit (Annual Aggregate)	\$1,000,000
2. Deductible (per occurrence)	Not more than \$10,000
Electronic Media Liability	
1. Limit (Annual Aggregate)	\$1,000,000
2. Deductible (per occurrence)	Not more than \$10,000
Fraudulent Impersonator Coverage	
1. Limit (Annual Aggregate)	\$100,000
2. Deductible (per occurrence)	Not more than \$5,000

Construction Manager'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 Construction Manager shall continue to provide evidence of such coverage to Owner on an annual basis during the aforementioned period;

Broad form property damage – including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors ;

§ 14.3.1.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 14.5 Other provisions:

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

14.5.2 If Construction Manager defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, Owner may, after seven (7) days' written notice has been delivered to Construction Manager, 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 Construction Manager. In the alternative, Owner, 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 Construction Manager, and may finish the project by whatever method it may deem expedient, and if such action exceeds the unpaid balance of the sum amount, Construction Manager or his surety, shall pay the difference to Owner.

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

1. Failure to begin the work under this Agreement within the time specified;
2. Failure to perform the work with sufficient supervision, workmen, equipment, and materials to insure prompt completion of said work within the time limits allowed;
3. Unsuitable performance of the work as determined by Owner;
4. Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected;
5. Discontinuing the prosecution of the work or any part of it;

6. Inability to finance the work adequately;
7. If for any other reason, Construction Manager breaches this Agreement or fails to carry on the work in an acceptable manner.

14.5.4 Owner shall send Construction Manager a written notice of default. If Construction Manager, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then Owner shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said Construction Manager, 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 provision thereof, or Owner may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

14.5.5 Construction Manager certifies that it will furnish Owner 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. Construction Manager 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.

14.5.6 Construction Manager 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.

14.5.7 Construction Manager 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. Construction manager 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.

14.5.8 FURTHER PURSUANT TO INDIANA CODE 5-16-6-1 Construction Manager 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 Construction Manager 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 Construction Manager, by Owner, under this Agreement, a 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 the 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 cancelled or terminated by Owner and all money due or to become due hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

14.5.9 Guarantee of Work. Construction Manager shall guarantee the work for a period of no less than 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 Owner of the purchase price of that portion which failed or may result in the forfeiture of Construction Manager's Performance Bond.

14.5.10 Safety. Construction Manager shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Construction Manager 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. Construction Manager is required to comply with IOSHA regulations 29 CFR 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All costs for trench safety systems shall be the responsibility of the Construction Manager and included in the cost of the principal work with which the safety systems are associated. Construction Manager shall sign an affidavit, affirming that Construction Manager shall maintain compliance with IOSHA requirements for excavations of at least five (5) feet in depth.

14.5.11 Steel or Foundry Products. 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 Owner feel that the cost of domestic steel or foundry products is unreasonable; Owner will notify Construction Manager in writing of this fact.

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."

Domestic Foundry products are defined as follows: "Products cast from ferrous and nonferrous metals by foundries in the United States." »

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

Owner may not authorize or make any payment to Construction Manager unless Owner is satisfied that the Construction manager has fully complied with this provision.

14.5.12 E-Verify. Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 9 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 employ or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the city terminates the Agreement the Contractor or its subcontractor is liable to the City for actual damages.

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

14.5.13 Drug Testing Plan. In accordance with Indiana Code 4-14-18 as amended, the Construction Manager 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 Construction Manager and Subcontractors for drugs. The successful Construction Manager must comply with all provisions of the statute. This contract is subject to cancellation if Construction Manager fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of Owner; or provides false information to Owner regarding Construction Manager's employee drug testing program. Construction Manager shall sign an affidavit

affirming that Construction manager has and shall implement Construction Manager's employee drug testing program throughout the term of this project.

- 14.5.14 The parties agree that for the purpose of this Agreement, Construction Manager shall be an Independent Contractor and not an employee of Owner.
- 14.5.15 No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by Construction manager except with the written consent of Owner being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve Construction manager of any responsibility of the fulfillment of this Agreement.
- 14.5.16 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.
- 14.5.17 Indemnification. Construction Manager agrees to indemnify and hold harmless Owner 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 Construction Manager 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 owner 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.

Construction Manager shall indemnify and hold harmless Owner 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.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .5 Building Information Modeling Exhibit, if completed:

« »

- .6 Other Exhibits:
(Check all boxes that apply.)

[« »] AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

« »

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.7 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

«All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.

All Addenda to the Bid Documents

The Invitation to Bidders

The Instructions to Bidders

The Special Conditions

All plans as provided for the work that is to be completed.

The Supplementary Conditions

The General Conditions.

The Specifications.

The Current Indiana Department of Transportation Standard Specifications and the latest addenda.

Contract Manager’s submittals

The Performance Bond and the Payment Bond

The Escrow Agreement

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

Non Collusion Affidavit

E-Verify Affidavit

Trench Safety Affidavit

Drug Testing Affidavit

»

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

«Margie Rice »«Corporation Counsel »
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

«Bruce G. Carter P.E »«President »
(Printed name and title)

Approved by:

Jessica McClellan, City of Bloomington Controller

NON-COLLUSION

Construction Manager is required to certify that it has not, nor has any other member, representative, or agent of Construction Manager, 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. Construction Manager shall sign an affidavit, affirming that Construction Manager has not engaged in any collusive conduct.

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 County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of
_____, 2024.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

E-VERIFY

Construction Manager 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). Construction Manager shall sign an affidavit, affirming that Construction Manager 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.

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

Construction Manager shall require any subcontractors performing work under this contract to certify to the Construction Manager 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. Construction Manager shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

AFFIDAVIT REGARDING E-VERIFY

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

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

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 _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of
_____, 2024.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

=

**AFFIDAVIT REGARDING INDIANA CODE CHAPTER 4-13-18
DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS**

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:
 - 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. 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 _____, 2024.

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

**AFFIDAVIT REGARDING TRENCH SAFETY SYSTEMS AND
COST RECOVERY IN COMPLIANCE WITH INDIANA CODE 36-1-12-20**

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:
 - 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. The undersigned certifies that 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 certifies that 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 undersigned acknowledges that included in the overall price of the Contract are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below*:

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

Method of Compliance (Specify) _____

Date: _____, 2024.

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 _____, 2024.

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public



Board of Public Works Staff Report

Project/Event: Generator Purchase for Animal Care & Control

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: December 3, 2024

Staff wants to inform the Board of the purchase of a generator for Animal Care & Control. This will be a sole source purchase from Cummins, Inc. of a 200 kW generator and transfer switch. The cost of this equipment will be \$ 88,800.01. We did not bid this out due to Cummins, Inc. having an agreement in place with the Sourcewell purchasing cooperative.

Respectfully submitted,

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



Board of Public Works Staff Report

Project/Event: Contract with ElectricPlus for Installation of Generator at
Animal Care & Control

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: December 3, 2024

We are purchasing a 200kW generator to provide emergency power for the Animal Care & Control facility. We solicited three quotes for the installation of the generator. They are as follows:

ElectricPlus	\$39,625.00
Woods Electric	\$48,500.00
Unrivaled Electric	\$54,784.49

After reviewing the quotes, staff recommends awarding ElectricPlus the contract for installing the generator in the amount of \$39,625.00.

Respectfully submitted,

A handwritten signature in black ink that reads "JD Boruff".

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Electric Plus

Contract Amount: \$39,625.00

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 Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☐

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes No

of Submittals: 3

Yes No

Was the lowest cost selected? (If no, please state below why it was not.)

☒☐

Met city requirements?

☒☐

Met item or need requirements?

☒☐

Was an evaluation team used?

☐☒

Was scoring grid used?

☐☒

Were vendor presentations requested?

☐☒

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

We are purchasing a 200kW generator to provide emergency power for the Animal Care & Control facility. We solicited three quotes for the installation of the generator. They are as follows:

ElectricPlus \$39,625.00

Woods Electric \$48,500.00

Unrivald Electric \$54,784.49

J. D. Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department



CONTRACT COVER MEMORANDUM

TO: Aleks Pratt

FROM: J. D. Boruff

DATE: 12/3/24

RE: Contract with ElectricPlus for Installation of Generator at Animal Care & Control

Contract Recipient/Vendor Name:	ElectricPlus
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	J. D. Boruff
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	24-735
Due Date For Signature:	12/3/24
Expiration Date of Contract:	8/1/25
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$ 39,625.00
Funding Source:	101-01-010000-54510
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	yes

Summary of Contract: We are purchasing a 200kW generator to provide emergency power for the Animal Care & Control facility. We solicited three quotes for the installation of the generator. They are as follows:

ElectricPlus	\$39,625.00
Woods Electric	\$48,500.00
Unrivaled Electric	\$54,784.49

**AGREEMENT BETWEEN CITY OF BLOOMINGTON,
DEPARTMENT OF PUBLIC WORKS, FACILITIES DIVISION
AND ELECTRIC PLUS**

This Agreement by and between the City of Bloomington, Department of Public Works, Facilities Division through the Board of Public Works (the “Department”), and Electric Plus (“Contractor”) is effective upon execution by both parties.

Article 1. Scope of Work. Contractor shall perform installation of a generator at the Animal Care and Control facility, more particularly described in Exhibit A, “Scope of Work.” The work will be performed at the Bloomington Animal Care and Control facility for a set price of Thirty-Nine Thousand Six Hundred Twenty Five Dollars (\$39,625.00). Contractor shall diligently provide the work under this Agreement and shall complete the work described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the work required under this Agreement on or before, August 1, 2025, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the project. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J.D. Boruff, Operations and Facilities Director, Public Works/Facilities Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care Contractor shall be responsible for completion of the work 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 work not meeting the Standard of Care.

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Thirty-Nine Thousand Six Hundred Twenty Five Dollars (\$39,625.00). Contractor shall submit an invoice to the Department upon the completion of the work described in Article 1. The invoice shall be sent to: J.D. Boruff, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional work not set forth in Article 1, or changes in the work must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the work according to the following schedule:
Contractor shall complete the work required under this Agreement on or before August 1, 2025. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

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

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

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

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

Article 11. Indemnification Contractor shall 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").

Article 12. Insurance During the performance of any and all work under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) Comprehensive General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence; \$1,000,000 personal injury and

advertising injury; \$2,000,000 products and completed operations aggregate; and \$2,000,000 general aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Umbrella/Excess Liability with a required limit of \$1,000,000. In addition, if the Contractor receives payment from the City of Bloomington and/or has access to critical City data, Contractor shall also have the following: a) Cyber Attack and Cyber Extortion: computer attack limit (annual aggregate) of \$1,000,000; sublimit (per occurrence) for cyber extortion of \$100,000; and computer attack and cyber extortion deductible (per occurrence) of \$10,000; b) Network Security Liability: limit (annual aggregate) of \$1,000,000; and deductible (per occurrence) of \$10,000; c) Electronic Media Liability: limit (annual aggregate) of 1,000,000; and deductible (per occurrence) of \$10,000; and d) Fraudulent Impersonator Coverage: limit (annual aggregate) of \$250,000; and deductible (per occurrence) of \$5,000. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, Worker's Compensation policies and Umbrella/Excess Liability policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

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

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

Department: City of Bloomington Public Works, Attn: J.D. Boruff, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: Electric Plus, Attn: Bart Abrams, P.O. Box 1622, Bloomington, Indiana, 47402.

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

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

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

Article 25. Living Wage Ordinance Contractor is considered a "covered employer" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," and is required to pay their covered employees at least a living wage. For 2024, the living wage is \$15.75 per hour for covered employees, and up to 15% of that amount, or \$2.36, may be in the form of the covered employer's contribution to health insurance available to the covered employee. For 2025, the living wage is \$16.22 per hour for covered employees, and up to 15% of that amount, or \$2.43, may be in the form of the covered employer's contribution to health insurance available to the covered employee.

Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit D; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

CITY OF BLOOMINGTON

Electric Plus

Margie Rice, Corporation Counsel

_____, Owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT "A"
SCOPE OF WORK

This project shall include, but is not limited to:

Provide Materials and Labor to install Owner Provided Generator and Transfer Switch. Including the following:

1. Excavation for Gas Line
2. Excavation for Electrical Conduits from Generator to Transfer Switch
3. New Concrete Pad for Owner Provided Generator
4. Installation of new Gas Line and Regulator
5. Installation of PVC Conduit from Generator to Transfer Switch
6. Installation of PVC Conduit from CT Cabinet to Transfer Switch
7. Installation of PVC Conduit from Transfer Switch to Existing Panel
8. Unload and set the Generator and Mount the Transfer Switch
9. All Necessary Grounding, Wire, Terminations and Testing
10. Owner is Providing Generator and Transfer Switch so it is Assumed that Start Up will be provided to owner from
whomever is Selling Equipment Directly to Owner
11. Fence around the upper outdoor dog running area will need to be taken down during construction. This will be re-installed when construction has been completed.

Exclusions:

1. **Mechanical or Temperature Control Wiring**
2. Power Consumption Charges
3. Payment and performance bond
4. Allowances or contingencies
5. Dumpster
6. Patch and Painting
7. Fire Alarm
8. Shift work and Overtime
9. Fire Caulking

EXHIBIT “B”
E-VERIFY AFFIDAVIT

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

Signature

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 _____, 2024.

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

Commission Number:

EXHIBIT “C”

[illegible]

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2024.

Electric Plus:

By: _____

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 _____, 2024.

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public _____ County of Residence: _____

Commission Number:

EXHIBIT “D”

AFFIDAVIT THE LIVING WAGE ORDINANCE

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

1. The undersigned is the Click here to enter text. of Click here to enter text.
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the “Living Wage Ordinance.”
4. The projected employment needs under the award include the following: Click here to enter text.
5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: Click here to enter text.
6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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

Signature

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 _____
_____, 2024.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number



Board of Public Works Staff Report

Project/Event: Fire Stations 2, 4, & 5 Renovations

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: 12/3/24

The Fire Department has planned renovations to stations 2, 4, & 5. The improvements to Station 2 include renovating the single gender multi user bathroom in single user gender neutral bathrooms, painting exterior overhead doors, painting exterior metal balcony, painting exterior awnings and bollards, new gutters and downspouts, and new flooring in the computer room. The improvements at station 5 are renovating the single gender multi user bathroom in single user gender neutral bathrooms. The improvements at station 4 are replacing the existing concrete apron and parking area on the east side of the station.

A mandatory pre-bid meeting was held on November 5th. Three contractors submitted bids. These were opened at the November 18th work session of the Board of Public Works. The bids were as follows:

Strauser Construction, Inc.	\$323,800.00
Building Associates, Inc.	\$368,700.00
Ann-Kriss, LLC	\$436,000.00

Staff recommends awarding the contract for this project to Strauser Construction, Inc. for the amount of \$323,800.00.

Respectfully submitted,

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Strauser Construction, Inc.

Contract Amount: \$323,800.00

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

PURCHASE INFORMATION

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

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

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

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

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

A mandatory pre-bid meeting was held on November 5th. Three contractors submitted bids. These were opened at the November 18th work session of the Board of Public Works. The bids were as follows:

Strauser Construction, Inc. \$323,800.00
 Building Associates, Inc. \$368,700.00
 Ann-Kriss, LLC \$436,000.00

J. D. Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department



CONTRACT COVER MEMORANDUM

TO: Aleks Pratt
FROM: J. D. Boruff
DATE: 12/3/24
RE: Fire Stations 2, 4, & 5 Renovations

Contract Recipient/Vendor Name:	Stauser Construction Co., Inc.
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	J. D. Boruff
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	
Record Destruction Date: <i>(Legal to fill in)</i>	
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	
Due Date For Signature:	12/3/24
Expiration Date of Contract:	5/31/25
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$ 323,800.00
Funding Source:	101-04-040000-54510
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	yes

Summary of Contract: A mandatory pre-bid meeting was held on November 5th. Three contractors submitted bids. These were opened at the November 18th work session of the Board of Public Works. The bids were as follows:

Strauser Construction, Inc.	\$323,800.00
Building Associates, Inc.	\$368,700.00
Ann-Kriss, LLC	\$436,000.00



Board of Public Works Staff Report

Project/Event: Service Agreement with True North Construction, Inc.

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: 12/3/24

This service agreement with True North Construction, Inc. with a "not to exceed" amount of \$3,000.00. It will allow them to do small concrete repairs, metal and wood frame construction, and metal roofing and siding repairs. This contract was not competitively bid due to the contract amount being less than the \$5,000.00 that would require it.

Respectfully submitted,

A handwritten signature in black ink that reads "JD Boruff".

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

City of Bloomington Contract and Purchase Justification Form

Vendor: True North Construction, Inc.

Contract Amount: \$3,000.00

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

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

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

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

	Yes	No	
# of Submittals: 1			Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<div style="text-align: right; margin-bottom: 5px;">Yes No</div> <div style="margin-bottom: 5px;"><input type="checkbox"/> <input checked="" type="checkbox"/></div> <p>The contract amount is less than \$5,000.00. This eliminates the need to solicit bids.</p>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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

True North has demonstrated their ability to satisfactorily complete small concrete repairs, and metal roofing and siding repairs.

J. D. Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department



CONTRACT COVER MEMORANDUM

TO: Aleks Pratt
FROM: J. D. Boruff
DATE: 12/3/24
RE: Service Agreement with True North Construction

Contract Recipient/Vendor Name:	True North Construction, Inc.
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	J. D. Boruff
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	24-738
Due Date For Signature:	12/3/24
Expiration Date of Contract:	12/31/25
Renewal Date for Contract:	60 days before expiration
Total Dollar Amount of Contract:	\$ 3,000.00
Funding Source:	101-01-010000-53610 (Animal Care and Control) 101-14-140000-53610 (BPD HQ and Firing Range) 151-14-145000-53610 (Dispatch Center) 101-19-190000-53610 (City Hall) 101-08-080000-53610 (Fire Dept.) 802-17-170000-53610 (Fleet Maintenance) 452-26-260000-53610 (Parking Facilities) 730-16-160000-53610 (Sanitation) 451-20-200000-53610 (Street Division)
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	yes

Summary of Contract: Service Agreement with True North Construction to complete a small project at the BPD Training Facility.

**SERVICE AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
TRUE NORTH CONSTRUCTION, INC.**

This Agreement, by and between the City of Bloomington Department of Public Works through the Board of Public Works (the “Department”), and True North Construction, Inc. (“Contractor”) is effective upon execution by both parties.

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following type: concrete repair and construction, general construction services such as wood and metal framing, and installation of metal roofing and siding. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2025. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Three Thousand Dollars (\$3,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: J. D. Boruff, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) Comprehensive General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence; \$1,000,000 personal injury and advertising injury; \$2,000,000 products and completed operations aggregate; and \$2,000,000 general aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Umbrella/Excess Liability with a required limit of \$1,000,000. In addition, if the Contractor receives payment from the City of Bloomington and/or has access to critical City data, Contractor shall also have the following: a) Cyber Attack and Cyber Extortion: computer attack limit (annual aggregate) of \$1,000,000; sublimit (per occurrence) for cyber extortion of \$100,000; and computer attack and cyber extortion deductible (per occurrence) of \$10,000; b)

Network Security Liability: limit (annual aggregate) of \$1,000,000; and deductible (per occurrence) of \$10,000; c) Electronic Media Liability: limit (annual aggregate) of 1,000,000; and deductible (per occurrence) of \$10,000; and d) Fraudulent Impersonator Coverage: limit (annual aggregate) of \$250,000; and deductible (per occurrence) of \$5,000. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, Worker's Compensation policies and Umbrella/Excess Liability policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.23.100 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

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

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

Department: City of Bloomington Public Works, Attn: J.D. Boruff, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: City Glass of Bloomington, Inc., Attn: Jason Zehr, 719 W. 17th St., Bloomington, IN 47404
Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

Article 25. Renewal This Agreement may be renewed for two additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term

True North Constrction, Inc.

Eric Smith, Owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Public Works Director

Kyla Cox Deckard, President, Board of Public Works

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

True North Construction, Inc.

By: _____

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 _____, 2019.

Notary Public Printed Name

Notary Public's Signature

My Commission Expires: _____

County of Residence: _____

My Commission #: _____



Board of Public Works Staff Report

Project/Event: Design Services for City Hall Parking Lot Renovations

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: December 3, 2024

We are planning a renovation of the City Hall parking lot that will include milling of the existing surface, repair or replacement of ADA curb ramps and curbs as necessary, an asphalt overlay, and re-striping. We wish to retain Smith Design Group to provide design services and draft construction documents for this project.

Staff recommends approval of this contract with Smith Design Group for the amount of \$ 6, 600.00.

Respectfully submitted,

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



CONTRACT COVER MEMORANDUM

TO: Aleks Pratt

FROM: J. D. Boruff

DATE: 12/3/24

RE: DESIGN OF BLOOMINGTON CITY HALL PARKING LOT RENOVATIONS

Contract Recipient/Vendor Name:	Smith Design Group
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	J. D. Boruff
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleks Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	24-737
Due Date For Signature:	12/3/24
Expiration Date of Contract:	2/28/25
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$ 6,600.00
Funding Source:	
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	yes

Summary of Contract: We are planning a renovation of the City Hall parking lot that will include milling of the existing surface, repair or replacement of ADA curb ramps and curbs as necessary, an asphalt overlay, and re-striping. We wish to retain Smith Design Group to provide design services and draft construction documents for this project.

City of Bloomington Contract and Purchase Justification Form

Vendor: Smith Design Group

Contract Amount: \$6,600.00

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

PURCHASE INFORMATION

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

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

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

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

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

We are planning a renovation of the City Hall parking lot that will include milling of the existing surface, repair or replacement of ADA curb ramps and curbs as necessary, an asphalt overlay, and re-striping. We wish to retain Smith Design Group to provide design services and draft construction documents for this project.

Staff recommends approval of this contract with Smith Design Group for the amount of \$ 6, 600.00.

 J. D. Boruff

Print/Type Name

 Facilities Director

Print/Type Title

 Public Works

Department

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this [REDACTED] day of December, 2024, by and between the City of Bloomington, Public Works Department through the Board of Public Works (hereinafter referred to as "Board"), and Smith Design Group, (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to receive professional engineering services necessary to meet workload demands; and,

WHEREAS, the Board requires the services of a professional engineering consultant in order to design the Bloomington City Hall parking lot renovations which shall be hereinafter referred to as "Services"; and

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

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

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

Article 1. Scope of Services: Consultant shall provide required Services for the Board as set for in Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

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

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

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

Article 2. Standard of Care: Consultant shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the

architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstance.

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

A. Information/Reports

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

B. Representative

The Board hereby designates J.D. Boruff, Operations and Facility Director, Public Works Department ("Boruff"), to serve as the Board's representative for the project. Boruff shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

C. Decisions

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

Article 4. Compensation: The total compensation paid for the project, including fees and expenses, shall not exceed the amount of Six Thousand Six Hundred Dollars (\$6,600.00). Payment will be made in a lump sum.

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

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not

forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

Article 6. Schedule: Consultant shall perform the Services within 45 days of the effective date of this Agreement.

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

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

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

Article 8. Identity of Consultant: Consultant acknowledges that one of the primary reasons for its selection by the Board to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Consultant has represented will be responsible there for. The Board reserves the right to reject any of the Consultant's personnel or proposed outside professional subconsultants, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

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

not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

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

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

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

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

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.
- e. Umbrella/Excess Liability with a \$1,000,000 limit.
- f. Cyber Attack and Cyber Extortion: computer attack limit of \$1,000,000 annual aggregate; sublimit (per occurrence) for cyber extortion of \$100,000; and computer attack and cyber extortion deductible (per occurrence) of \$10,000.
- g. Network Security Liability with an annual aggregate limit of \$1,000,000 and deductible (per occurrence) of \$10,000.
- h. Electronic Media Liability with an annual aggregate limit of \$1,000,000 and deductible (per occurrence) of \$10,000.
- i. Fraudulent Impersonator Coverage with an annual aggregate limit of \$250,000 and deductible (per occurrence) of \$5,000.

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

Consultant shall provide evidence of each insurance policy to the Board prior to the commencement of work under the Agreement. Approval of the insurance by the Board shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If

Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Board required proof that the insurance has been procured and is in force and paid for, Board shall have the right at Board's election to forthwith terminate the Agreement.

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

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

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

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

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

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

Article 21. Non-Discrimination: Consultant shall comply with City of Bloomington Ordinance 2.23.100 and all other federal, state and local laws and regulations governing non- discrimination in employment.

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

Article 22. Compliance with Laws: In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

Board:

City of Bloomington
Public Works Dept.
Attn: J.D. Boruff
401 N. Morton Street, Suite 130
Bloomington, Indiana 47404

Consultant:

Smith Design Group
Attn: Katherine Stein, Vice President
1467 W. Arlington Rd.
Bloomington, IN 47404

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

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

administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

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

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

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

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

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

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

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

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

Owner

City of Bloomington
Board of Public Works

Consultant

Smith Design Group

By: _____
Kyla Cox Deckard, President

Name:
Position:

By: _____
Elizabeth Karon, Vice President

By: _____
James Roach, Secretary

By: _____
Margie Rice, Corporation Counsel

EXHIBIT A

SCOPE OF CONSULTING SERVICES

This project shall include, but is not limited to:

1. A topographic survey will be completed to be used for detailed design. This work will locate existing features, grades, landscaping and utilities as marked by Indiana 811 as well as the apparent property and right-of-way lines. This work will be completed in accordance with ACSM/ALTA Standards.

2. Following survey field work, SDG will prepare site plans as necessary to provide scope of work for contractors. Site improvements shall include, but not limited to:

- Milling and resurfacing of the parking area
- Restriping of the existing parking spaces
- Assessment of ADA access routes
- Proposed installation of pedestrian ramps

Misc. maintenance for items such as curb, storm inlets, ADA signage, etc

Items **NOT** Included in this Proposal but **ARE** Able to be Provided by SDG:

- Private utility locates through private locate company
- Minor Site Plan approval
- Permits through the City of Bloomington
- Public Hearings
- Preparation of easement documents and exhibits
- Survey, design and permitting of off-site improvements (such as roadway improvements, sidewalks, utilities, etc)
- Subdivision of the property
- Construction Layout

Items **NOT** Included in this Proposal and **NOT** Able to be Provided by SDG:

- Detailed Retaining Wall Design – To be completed by selected retaining system manufacturer
- Site Electric Plan – Including site lighting. SDG can show this on the civil plans for coordination purposes
- Coordination with Gas and Communication Utilities - This should be handled by the appropriate MEP designer. SDG can show service lines on civil plans for coordination purposes
- Traffic Studies
- Geotechnical studies and reports

Environmental studies and reports such as wetlands determination, karst feature study, etc.

EXHIBIT B
AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

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

Name
Title

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public

Printed name

My Commission Expires: _____

County of Residence: _____ Commission Number: _____

**EXHIBIT C
NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20_____.

(Name of Organization)

By: _____
Name
Title

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public

Printed name

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



Board of Public Works Staff Report

Project/Event: Approval of Amendment 5 to Preliminary Engineering Contract with Etica Group, Inc. for Neighborhood Greenway Projects

Petitioner/Representative: Engineering Department

Staff Representative: Neil Kopper, Senior Project Engineer

Date: 12/3/2024

Report: This contract contains services to complete preliminary engineering tasks for multiple neighborhood greenway projects as prioritized in the City's Transportation Plan. Etica is currently under contract with a total not-to-exceed amount of \$373,818.60.

This amendment adds design services for multiuse path and sidewalk connections on Longview Avenue that are beyond the original design scope of the project. The total contract amount will increase by \$19,435 for a new total not-to-exceed amount of \$393,253.60.

Project Approvals Timeline		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	N/A	--
Design Services Contract*	Current Item	12/3/2024
ROW Services Contract	N/A	--
Public Need Resolution	N/A	--
Construction Inspection Contract	N/A	--
Construction Contract	Future, Multiple	TBD

*Original Design Contract approved 12/8/2020. Amendment 1 approved 12/20/2022. Amendment 2 approved 12/19/2023. Amendment 3 approved 3/26/2024. Amendment 4 approved 8/13/2024.



CONTRACT COVER MEMORANDUM

TO: Office of the Mayor
FROM: Engineering Department
DATE: 11/21/2024
RE: Amendment 5 to Preliminary Engineering Contract with Etica Group, Inc.
for Neighborhood Greenway Projects

Contract Recipient/Vendor Name:	Etica Group, Inc.
Department Head Initials of Approval:	Andrew Cibor
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Neil Kopper
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleks Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	
Due Date For Signature:	12/3/2024
Expiration Date of Contract:	Estimated 12/20/2026
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$393,253.60
Funding Source:	454-07-070000-54310 (\$373,818.60 already encumbered)
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract: This contract contains services to complete preliminary engineering tasks for multiple neighborhood greenway projects as prioritized in the City's Transportation Plan. Etica is currently under contract with a total not-to-exceed amount of \$373,818.60.

This amendment adds design services for multiuse path and sidewalk connections on Longview Avenue that are beyond the original design scope of the project. The total contract amount will increase by \$19,435 for a new total not-to-exceed amount of \$393,253.60.

City of Bloomington Contract and Purchase Justification Form

Vendor: Etica Group, Inc.

Contract Amount: \$393,253.60

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

PURCHASE INFORMATION

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

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

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

	Yes	No	
# of Submittals: 2			Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Qualifications-based selection based on responses to RFQ.
Was an evaluation team used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Was scoring grid used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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

Eagle Ridge was selected for this contract based on an evaluation of their response to an RFQ. Etica Group, Inc. is now the owner of Eagle Ridge.

Neil Kopper

Senior Project Engineer

Engineering

Print/Type Name

Print/Type Title

Department

ADDENDUM 5 TO AGREEMENT FOR CONSULTING SERVICES FOR NEIGHBORHOOD GREENWAYS PROJECT WITH ETICA GROUP, INC.

This Addendum supplements the Agreement for Consulting Services with Etica Group, Inc. ("Agreement") for the Neighborhood Greenways Project which was entered into on December 8, 2020. Etica Group, Inc. is the successor of Eagle Ridge Civil Engineering Services, LLC, and assumed all contractual obligations of Eagle Ridge Civil Engineering Services on July 31, 2023.

1. **Article 1. Scope of Services:** Exhibit A (in the original Agreement and as previously amended by Amendments 1, 2, 3, and 4) is hereby further amended as follows:
 - Add the effort to prepare detailed construction plans for a multiuse path along the northside of Longview Avenue between Pete Ellis Drive and Kingston Drive with curb ramp improvements at both intersections.
 - Add the effort to prepare detailed construction plans for a sidewalk extension from the intersection of Longview Avenue at Glenwood Avenue West to meet existing sidewalks in Park Ridge Park including curb ramp improvements at the intersection.
 - Participate in an additional public meeting in general support of the greenway project.
2. **Article 4. Compensation** and **Exhibit B Compensation:** The City shall pay Etica Group, Inc. **\$19,435.00** for additional design effort. This amount is based on the actual/documented labor costs accrued to complete the design of the project that are in excess of the previously agreed budget as a result of the expanded scope. The charges to complete the design phase are as follows:

Original Design Budget: \$39,850

Actual Labor Costs to Complete: \$59,285

Increased Cost: \$19,435.

No additional fee is requested at this time for survey or to later support the project through bidding and construction phases. This increase is associated with design effort and will be charged under a new project subtask as Multiuse Path and Sidewalk Design.

The project fee for the Longview Greenway, which includes tasks related to Survey, Design, and Bidding and Construction support is hereby increased from \$59,035.00 to \$78,470.00. This amendment is being applied to only the Design portion of the previously agreed fee.

The overall contract for multiple greenway designs is hereby adjusted from \$373,818.60 to \$393,253.60.

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

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

OWNER

CONSULTANT

Kyla Cox Deckard
President, Board of Public Works

Jessica Nickloy
President / CEO

Elizabeth Karon
Vice President, Board of Public Works

Date: _____

James Roach
Secretary, Board of Public Works

Date: _____

Margie Rice
Corporation Counsel, Office of the Mayor

Date: _____



Board of Public Works Staff Report

Project/Event:	BHA Childcare Center Sidewalk Reconstruction
Staff Representative:	Kyle Baugh
Petitioner/Representative:	Benjamin Robinson
Date:	December 3 rd , 2024

Report: Building Associates, Inc. is requesting a pedestrian diversion on the east side of N Monroe St as part of the project located at 14th and Monroe. This request is to accommodate multiuse path and drive cut construction. The traffic control is planned to be installed between December 5th, 2024 and July 6th, 2024 but would not be in place for the entire duration of the time frame.

Building Associates, Inc. has supplied maintenance of traffic plans for all work. They have also sent notice to City of Bloomington, CBU, BPD, MCSO, MCCSC Transportation, Bloomington Emergency Services as well as local residents to ensure that the closure is communicated.



November 20, 2024

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

RE: Monroe & 14th Sidewalk Closure

Dear Board Members:

Building Associates Inc (BAI), in partnership with Bloomington Housing Authority, is set to break ground on a new Early Learning Center and apartment building on the corner of 14th Street and N. Monroe in Bloomington. This project includes a new multi-use path extension that will connect with the existing path on N Monroe. In order to facilitate this project, BAI respectfully requests the temporary closure of approximately 150' of existing sidewalk on the east side of N Monroe. This closure is necessary not only to replace the existing sidewalk but also to ensure pedestrian safety by avoiding foot traffic through an active construction site. Please see the attached Traffic Management Plan.

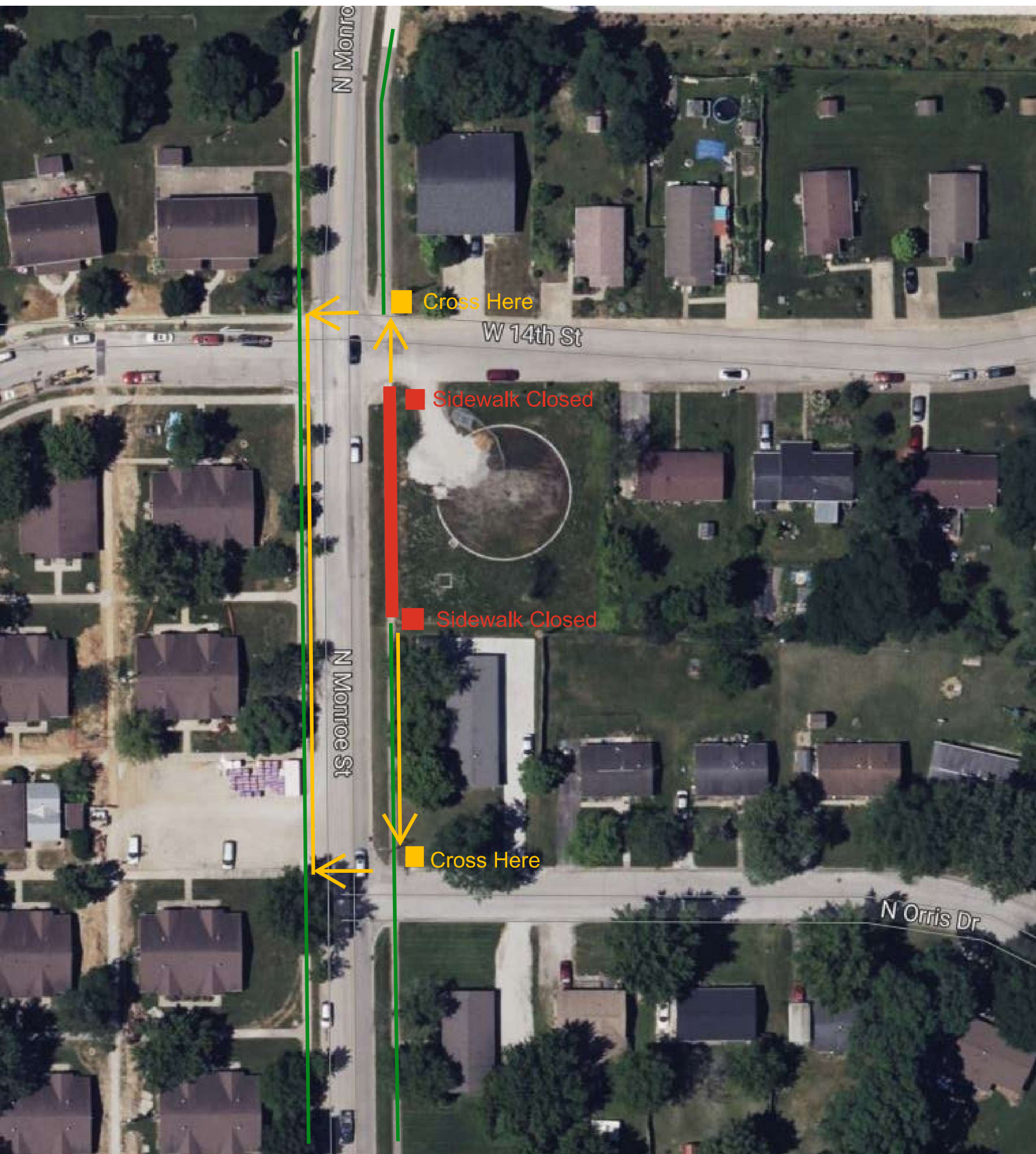
BAI requests the closure to be in effect between the dates of 12/5/24 & 6/6/25 and will coordinate with the City of Bloomington, CBU, BPD, MCSO, MCCSC Transportation, Bloomington Emergency Services as well as local residents to ensure that this closure information is well communicated.

Regards,

Benjamin Robinson

A handwritten signature in blue ink, appearing to read 'Benjamin Robinson', is written over the printed name.

Project Manager
Building Associates Inc.



N Monroe

Cross Here

W 14th St

Sidewalk Closed

Sidewalk Closed

N Monroe St

Cross Here

N Orris Dr



Liberty Mutual Surety: Cincinnati
8044 Montgomery Rd, Suite 150E
Cincinnati, OH 45236
(513) 984-2222 Fax: (866) 548-6645

SURETY BOND PACKAGE

Thank you for choosing Liberty Mutual Surety for your bonding business. The enclosed package is a complete set of bond documents. Please file the documents in this bond package that are required by the Obligee. Some documents may not need to be filed.

Please review the bond to ensure it is accurate - correct form, obligee, principal (contractor) details, etc. It is ultimately the responsibility of the agent and contractor to ensure the bond provided is the correct form and is properly completed. For immediate changes or corrections, please contact your Liberty Mutual Surety office listed above.

Use the following checklist to ensure the documents are properly signed and distributed.

- ☐ If applicable the principal must sign the bond as the name is printed on the bond form. If the principal is a company, any officer of the company may sign the bond.
- ☐ This bond has been digitally signed on behalf of the Surety. An Attorney-in-fact signature is not required.
- ☐ A Power of Attorney form is included in the bond package. This form should be attached to the bond and filed with the obligee.



Performance Bond

999365294

CONTRACTOR:

(Name, legal status, and address)
Building Associates, Inc.

3701 Jonathan Drive
Bloomington, IN 47404

OWNER:

(Name, legal status, and address)
Bloomington Housing Authority

1007 N. Summit Street
Bloomington, IN 47404

CONSTRUCTION CONTRACT

Date: November 6, 2024

Amount: \$1,968,700.00 One Million Nine Hundred Sixty-eight Thousand Seven Hundred Dollars And Zero Cents

Description:

(Name and location)

1020 N. Monroe Street - Site Prep and Constr of Early Learning Center with Apartments

BOND

Date: November 7, 2024

(Not earlier than Construction Contract Date)

Amount: \$1,968,700.00 One Million Nine Hundred Sixty-eight Thousand Seven Hundred Dollars And Zero Cents

Modifications to this Bond: ☒ None

☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Building Associates, Inc.

SURETY

Company:
The Ohio Casualty Insurance Company

Signature: _____

Name
and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address, and telephone)

AGENT or BROKER:

Shepherd Insurance, LLC

111 Congressional Boulevard, Suite 200
Carmel, IN 46032-5638

Signature: Timothy A. Mikolajewski

Name Timothy A. Mikolajewski,
and Title: Assistant Secretary

OWNER'S REPRESENTATIVE:

(Architect, Engineer, or other party:)
Springpoint Architects



This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1** the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2** the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3** the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1** After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2** Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

Signature: _____

Name and Title: _____

Address: _____

Init.

/

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text
in **AIA Document A312-2010 Edition Performance Bond.**



Payment Bond

999365294

CONTRACTOR:

(Name, legal status, and address)

Building Associates, Inc.

3701 Jonathan Drive
Bloomington, IN 47404

OWNER:

(Name, legal status, and address)

Bloomington Housing Authority

1007 N. Summit Street
Bloomington, IN 47404

CONSTRUCTION CONTRACT

Date: November 6, 2024

Amount: \$1,968,700.00 One Million Nine Hundred Sixty-eight Thousand Seven Hundred Dollars And Zero Cents

Description:

(Name and location)

1020 N. Monroe Street - Site Prep and Constr of Early Learning Center with Apartments

BOND

Date: November 7, 2024

(Not earlier than Construction Contract Date)

Amount: \$1,968,700.00 One Million Nine Hundred Sixty-eight Thousand Seven Hundred Dollars And Zero Cents

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Building Associates, Inc.

SURETY

Company:
The Ohio Casualty Insurance Company

Signature: _____

Name
and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address, and telephone)

AGENT or BROKER:

Shepherd Insurance, LLC

111 Congressional Boulevard, Suite 200
Carmel, IN 46032-5638

Signature: Timothy A. Mikolajewski

Name Timothy A. Mikolajewski,
and Title: Assistant Secretary

OWNER'S REPRESENTATIVE:

(Architect, Engineer, or other party:)
Springpoint Architects



This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1** have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2** have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ *(Corporate Seal)*

Signature: _____

Name and Title: _____

Address: _____

SURETY

Company: _____ *(Corporate Seal)*

Signature: _____

Name and Title: _____

Address: _____

Init.

/

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text
in **AIA Document A312–2010 Edition Payment Bond.**



POWER OF ATTORNEY

The Ohio Casualty Insurance Company

Principal: Building Associates, Inc.

Agency Name: Shepherd Insurance, LLC

Bond Number: 999365294

Obligee: Bloomington Housing Authority

Bond Amount: (\$1,968,700.00) One Million Nine Hundred Sixty-eight Thousand Seven Hundred Dollars And Zero Cents

Contract Amount: (\$1,968,700.00) One Million Nine Hundred Sixty-eight Thousand Seven Hundred Dollars And Zero Cents

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint **Timothy A. Mikolajewski** in the city and state of **Seattle, WA**, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 1st day of August, 2024.



The Ohio Casualty Insurance Company

By:

Nathan J. Zangerle

Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of August, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 7th day of November, 2024.



By:

Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

ARCHITECT'S PROJECT NO. 22-56
BLOOMINGTON HOUSING AUTHORITY
BHA EARLY LEARNING CENTER & APARTMENTS
1020 N. MONROE STREET, BLOOMINGTON, IN

FEBRUARY 27, 2024

ARCHITECT



SPRINGPOINT ARCHITECTS PC
522 WEST 2ND STREET
BLOOMINGTON, INDIANA 47403
812.318.2930
WWW.SPRINGPOINTARCHITECTS.COM

SITE/CIVIL ENGINEERING



BLED SOE RIGGERT COOPER JAMES
1351 WEST TAPP ROAD
BLOOMINGTON, INDIANA 47403
812.336.8277
BRCJCIVIL.COM

STRUCTURAL ENGINEER

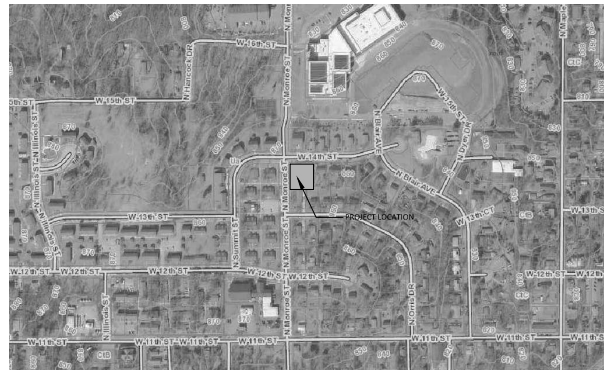


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DESIGN-AIRE ENGINEERING
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INDIANAPOLIS, INDIANA 46241
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DAENGINEERING.COM



A LOCATION MAP ↑
SCALE: NOT TO SCALE

CODE REVIEW

APPLICABLE CODE: 2012 IBC WITH INDIANA AMENDMENTS

PROJECT DESCRIPTION: NEW CONSTRUCTION OF A 2-STORY PLUS BASEMENT BUILDING FOR A DAYCARE AND APARTMENTS. RESIDENTIAL FLOOR WILL BE SPRINKLERED WITH 13R SYSTEM.

OCCUPANCY TYPES: R-2 AND D

308.6.1 - CLASSIFICATION AS GROUP E: A CHILD DAY CARE FACILITY THAT PROVIDES CARE FOR MORE THAN FIVE BUT NOT MORE THAN TEN CHILDREN 2 1/2 YEARS OF AGE, WHERE THE ROOMS IN WHICH THE CHILDREN ARE CARED FOR ARE LOCATED ON A LEVEL OF EXIT DISCHARGE SERVING SUCH ROOMS AND EACH OF THESE CHILD CARE ROOMS HAS AN EXIT DOOR DIRECTLY TO THE EXTERIOR, SHALL BE CLASSIFIED AS GROUP E.

OCCUPANCY TYPE AND AREA PER FLOOR:

OCCUPANCY	FLOOR	AREA
GROUP E	BASEMENT	1,238 SF
	FIRST	2,547 SF
GROUP R-2	SECOND	2,335 SF

CONSTRUCTION TYPE: V-B

TABLE 303. ALLOWABLE BUILDING HEIGHTS AND AREAS:

GROUP	HEIGHT (FT)	TYPE VB
E	S	1
	A	9,500
R-2	S	2
	A	7,000

508 MIXED USE AND OCCUPANCY: OCCUPANCIES MUST BE SEPARATED.

TABLE 508.4. REQUIRED SEPARATION OF OCCUPANCIES (HOURS):

OCCUPANCY	R
A/E	S
	NS
	1
	2

TABLE 601. FIRE-RESISTANCE RATING REQUIREMENTS FOR BUILDING ELEMENTS (HOURS): TYPE VB REQUIRES 0 HOUR RATING FOR ALL BUILDING ELEMENTS.

TABLE 602. FIRE-RESISTANCE RATING REQUIREMENTS FOR EXTERIOR WALLS BASED ON FIRE SEPARATION DISTANCE: TYPE VB BETWEEN 10 & 30 FEET WITH 1 AND 8 OCCUPANCIES - 0 HOUR RATING REQUIRED.

SECTION 707 FIRE BARRIERS:

1009.3.1.2 - FIRE RESISTANCE RATING: EXIT ACCESS STAIRWAY ENCLOSURES SHALL HAVE A FIRE RESISTANCE RATING OF NOT LESS THAN 2 HOURS WHERE CONNECTING FOUR STORIES OR MORE, AND NOT LESS THAN 1 HOUR WHERE CONNECTING LESS THAN FOUR STORIES.

SECTION 708 FIRE PARTITIONS:

708.3 - FIRE RESISTANCE RATING: FIRE PARTITIONS SHALL HAVE A FIRE RESISTANCE RATING OF NOT LESS THAN 1 HOUR.

EXCEPTION 2: DWELLING UNIT AND SLEEPING UNIT SEPARATIONS IN BUILDINGS OF TYPE IIB, IIBB, AND VB CONSTRUCTION SHALL HAVE FIRE-RESISTANCE RATINGS OF NOT LESS THAN 2" HOUR IN BUILDINGS EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM IN ACCORDANCE WITH SECTION 903.3.1.1.

1018.1 - CONSTRUCTION: CORRIDORS SHALL BE FIRE-RESISTANCE RATED IN ACCORDANCE WITH TABLE 1018.1. THE CORRIDOR WALLS REQUIRED TO BE FIRE-RESISTANCE RATED SHALL COMPLY WITH SECTION 708 FOR FIRE PARTITIONS.

EXCEPTION 1: A FIRE-RESISTANCE RATING IS NOT REQUIRED FOR CORRIDORS IN AN OCCUPANCY IN GROUP E WHERE EACH ROOM THAT IS USED FOR INSTRUCTION HAS AT LEAST ONE DOOR OPENING DIRECTLY TO THE EXTERIOR AND ROOMS FOR ASSEMBLY PURPOSES HAVE AT LEAST ONE-HALF OF THE REQUIRED MEANS OF EGRESS DOORS OPENING DIRECTLY TO THE EXTERIOR. EXTERIOR DOORS SPECIFIED IN THIS EXCEPTION ARE REQUIRED TO BE AT GROUND LEVEL.

SECTION 711 HORIZONTAL ASSEMBLIES

711.3 - FIRE-RESISTANCE RATING, THE FIRE RESISTANCE RATING OF FLOOR AND ROOF ASSEMBLIES SHALL NOT BE LESS THAN THAT REQUIRED BY THE BUILDING TYPE OF CONSTRUCTION, WHERE THE FLOOR ASSEMBLY SEPARATES MIXED OCCUPANCIES, THE ASSEMBLY SHALL HAVE FIRE RESISTANCE RATING OF NOT LESS THAN THAT REQUIRED BY SECTION 508.4 BASED ON THE OCCUPANCIES BEING SEPARATED.

714.4.2 PENETRATIONS IN NONFIRE-RESISTANCE RATED ASSEMBLIES:

714.4.2.2 - PENETRATING ITEMS CONNECTING NOT MORE THAN 2 STORIES: THE ANNULAR SPACE SHALL BE FILLED WITH AN APPROVED MATERIAL TO RESIST THE FREE PASSAGE OF FLAME AND THE PRODUCTS OF COMBUSTION

718.2 FIREBLOCKING: IN COMBUSTIBLE CONSTRUCTION, FIREBLOCKING SHALL BE INSTALLED TO CUT OFF CONCEALED DRIFT OPENINGS (BOTH VERTICAL AND HORIZONTAL) AND SHALL FORM AN EFFECTIVE BARRIER BETWEEN FLOORS, BETWEEN A TOP STORY AND A ROOF OR ATTIC SPACE.

718.2.2 CONCEALED WALL SPACES: FIREBLOCKING SHALL BE PROVIDED IN STUD WALLS AND PARTITIONS, INCLUDING FURRED SPACES, AND PARALLEL ROWS OF STUDS OR STAGGERED STUDS, AS FOLLOWS:

1. VERTICALLY AT THE CEILING AND FLOOR LEVELS.
2. HORIZONTALLY AT INTERVALS NOT EXCEEDING 10 FEET.

718.2.3 CONNECTIONS BETWEEN HORIZONTAL AND VERTICAL SPACES: FIREBLOCKING SHALL BE PROVIDED AT INTERCONNECTIONS BETWEEN CONCEALED VERTICAL STUD WALL OR PARTITION SPACES AND CONCEALED HORIZONTAL SPACES CREATED BY AN ASSEMBLY OF FLOOR JOISTS OR TRUSSES, AND BETWEEN CONCEALED VERTICAL AND HORIZONTAL SPACES SUCH AS OCCUR AT SOFFITS, DROP CEILINGS, COVE CEILINGS AND SIMILAR LOCATIONS.

718.4.2 - GROUPS R-1 AND R-2: DRAFTSTOPPING SHALL BE PROVIDED IN ATTICS, MANSARDS, OVERHANGS OR OTHER CONCEALED ROOF SPACES OF GROUP R-2 BUILDINGS WITH THREE OR MORE DWELLING UNITS AND IN ALL GROUP R-1 BUILDINGS. DRAFTSTOPPING SHALL BE INSTALLED ABOVE, AND IN LINE WITH, SLEEPING UNIT AND DWELLING UNIT SEPARATION WALLS THAT DO NOT EXTEND TO THE UNDERSIDE OF THE ROOF SHEATHING ABOVE.

EXCEPTION 3: IN OCCUPANCIES IN GROUP R-2 THAT DO NOT EXCEED FOUR STORIES ABOVE GRADE PLANE, THE ATTIC SPACE SHALL BE SUBDIVIDED BY DRAFTSTOPS INTO AREAS NOT EXCEEDING 3,000 SF OR ABOVE EVERY TWO DWELLING UNITS, WHICHEVER IS SMALLER.

TABLE 803.9. INTERIOR WALL AND FINISH REQUIREMENTS:

GROUP	SPRINKLERED			UNSPRINKLERED		
	INTERIOR EXIT STAIRWAYS, INTERIOR EXIT RAMPS AND EXIT PASSAGEWAYS	CORRIDORS AND ENCLOSURE FOR EXIT ACCESS STAIRWAYS AND EXIT ACCESS RAMPS	ROOMS AND ENCLOSED SPACES	INTERIOR EXIT STAIRWAYS, INTERIOR EXIT RAMPS AND EXIT PASSAGEWAYS	CORRIDORS AND ENCLOSURE FOR EXIT ACCESS STAIRWAYS AND EXIT ACCESS RAMPS	ROOMS AND ENCLOSED SPACES
E	B	C	C	A	B	C
R-2	C	C	C	B	B	C

CHAPTER 903 - USE GROUP E DOES NOT REQUIRE SPRINKLERING UNDER 12,000 SF, BUT SPRINKLERING IS REQUIRED FOR USE A.

906.1, PORTABLE FIRE EXTINGUISHERS, WHERE REQUIRED: GROUP E AND R-2 IN EACH DWELLING UNIT. UPPER FLOOR WILL BE SPRINKLED.

907.2.3 GROUP E - FIRE ALARM IS REQUIRED WITH OCCUPANT LOAD OF 30 OR MORE. FIRE ALARM WILL BE PROVIDED WITH NFPA 13R SYSTEM.

907.2.9 GROUP R-2 - FIRE ALARM IS REQUIRED AND WILL BE PROVIDED.

TABLE 1004.1.2. MAXIMUM FLOOR AREA ALLOWANCES PER OCCUPANT: RESIDENTIAL = 200 GROSS WHICH IS 9 OCCUPANTS, DAYCARE = 35 NET WHICH IS 33 OCCUPANTS.

SECTION 1006 MEANS OF EGRESS ILLUMINATION: EXIT DOOR WILL BE ILLUMINATED; EGRESS ILLUMINATION NOT REQUIRED FOR DWELLING AND SLEEPING UNITS.

SECTION 1007, ACCESSIBLE MEANS OF EGRESS: WILL BE PROVIDED

SECTION 1008, LANDINGS AT DOORS: LANDINGS TO HAVE A LENGTH MEASURED IN THE DIRECTION OF TRAVEL OF NOT LESS THAN 44 INCHES AND WIDTH EQUAL TO THE DOOR

SECTION 1013, EXIT SIGNS: EXIT SIGNS ARE NOT REQUIRED IN ROOMS OR AREAS THAT REQUIRE ONLY ONE EXIT AND IN DWELLING/SLEEPING UNITS.

TABLE 1015.1. SPACES WITH ONE EXIT: E OCCUPANCY WITH LESS THAN 49 OCCUPANTS - 1 EXIT IS ADEQUATE, 5 WILL BE PROVIDED.

TABLE 1021.2. STORIES WITH ONE EXIT OR ACCESS TO ONE EXIT FOR R-2 OCCUPANCIES

STORY	OCCUPANCY	MAX. NUMBER OF DWELLING UNITS	MAX. ACCESS TRAVEL DISTANCE
BASEMENT, FIRST, SECOND OR THIRD STORY	R-2	4 DWELLING UNITS	125 FEET

CHAPTER 11 - ACCESSIBILITY: BUILDING AND SITE WILL COMPLY WITH THE REQUIREMENTS OF CHAPTER 11 AND ANSI A117.1 FOR EMPLOYEE WORK AREAS, ACCESSIBLE ROUTE WITHIN THE SITE AND AT PLUMBING FIXTURES.

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D RATED ASSEMBLIES

SCALE: NOT TO SCALE

A BASEMENT LIFE SAFETY PLAN

SCALE: 1/8" = 1'-0"

B MAIN FLOOR LIFE SAFETY PLAN

SCALE: 1/8" = 1'-0"

C UPPER FLOOR LIFE SAFETY PLAN

SCALE: 1/8" = 1'-0"

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P001	PLUMBING SCHEDULES
P002	PLUMBING DETAILS
P003	PLUMBING SPECIFICATIONS
P100	BASEMENT FLOOR PLAN-WASTE
P101	MAIN FLOOR PLAN-WASTE
P102	UPPER FLOOR PLAN - WASTE
P103	ROOF PLAN - WASTE
P200	BASEMENT FLOOR PLAN - SUPPLY PIPING
P201	MAIN FLOOR PLAN - SUPPLY PIPING
P202	UPPER FLOOR PLAN - SUPPLY PIPING
P300	PLUMBING ISOMETRIC PLANS
FP	ELECTRICAL ABBREVIATIONS & SYMBOLS
E001	ELECTRICAL DETAILS
E100	BASEMENT LIGHTING PLAN
E101	FIRST FLOOR LIGHTING PLAN
E102	SECOND FLOOR LIGHTING PLAN
E200	BASEMENT POWER PLAN
E201	FIRST FLOOR POWER PLAN
E202	SECOND FLOOR POWER PLAN
E301	ELECTRICAL PANELS
E401	ELECTRICAL SCHEDULES AND ONE LINE
E501	ELECTRICAL SPECIFICATIONS

ALTERNATE BID ITEMS:

ALTERNATE BID NO. 1: THE AMOUNT TO DEDUCT FROM THE BASE BID TO PROVIDE HORIZONTAL LOWER BLINDS IN LIEU OF ROLLER SHADERS AT THE MAIN LEVEL WINDOWS AND TO PROVIDE SHEET VINYL FLOORING AND WALL BASE IN LIEU OF EPOXY FLOORING AND WALL BASE AT HALL DOOR, KITCHEN DOOR, STORAGE DOOR, LAUNDRY DOOR AND STORAGE DOOR AS SHOWN IN THE CONTRACT DOCUMENTS.

ALTERNATE BID NO. 2: THE AMOUNT TO DEDUCT FROM THE BASE BID TO DELETE THE ITEMS IN THE PLAYGROUND EQUIPMENT SCHEDULE IN THEIR ENTIRETY FROM THE PROJECT AS SHOWN IN THE CONTRACT DOCUMENTS.

ALTERNATE BID NO. 3: THE AMOUNT TO DEDUCT FROM THE BASE BID TO PROVIDE 1500 IN LIEU OF TWO (2) PLAY MOUNDS, ASSOCIATED FOOTINGS, SLIDE, SYNTHETIC TURF SURFACING AND RELATED SUBBASE AS SHOWN IN THE CONTRACT DOCUMENTS.

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certified



project title

BHA CHILDCARE CENTER & APARTMENTS
1020 N MONROE STREET
BLOOMINGTON, IN

project information

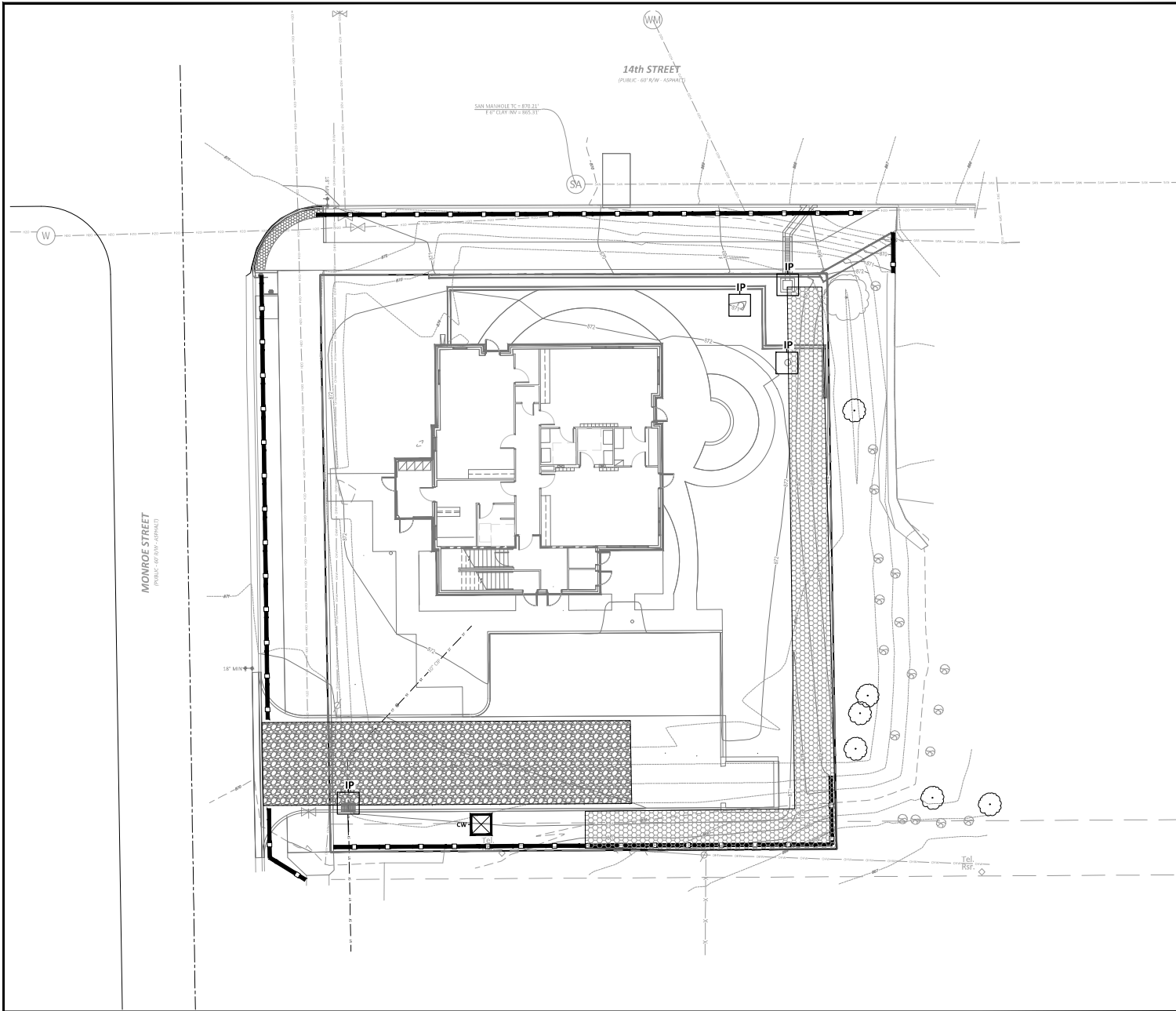
PROJECT NUMBER: 22-56
ISSUE DATE: 2.27.24
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sheet title

SHEET INDEX,
CODE REVIEW
& LIFE SAFETY PLANS

sheet number

A001



GENERAL NOTES

1. CONTRACTOR SHALL IMPLEMENT THE CONSTRUCTION OF STORMWATER POLLUTION PREVENTION MEASURES NECESSARY PRIOR TO START OF WORK TO ENSURE SEDIMENT DOES NOT LEAVE THE SITE AND TRACKING OF SOIL FROM CONSTRUCTION TRAFFIC IS NOT ALLOWED ONTO ADJACENT STREETS. ALL TRUCKS SHALL BE CLEANED BEFORE LEAVING THE SITE.

2. MODIFY AND MAINTAIN TEMPORARY EROSION CONTROL MEASURES AS NECESSARY TO ENSURE PROPER OPERATION THROUGHOUT PROJECT.

3. STRIPPED TOPSOIL SHALL REMAIN ON SITE. CONTRACTOR TO COORDINATE WITH OWNER REGARDING LOCATION OF STOCKPILE. INSTALL SITE FENCE ON THE DOWNHILL SLOPE OF ANY STOCKPILE. TEMPORARY SEED AND MULCH STOCKPILE. DO NOT LEAVE UNCOVERED FOR MORE THAN 10 DAYS.

4. REMOVE ALL CONSTRUCTION STORMWATER POLLUTION PREVENTION DEVICES UPON COMPLETION OF THE PROJECT OR AS OTHERWISE DIRECTED BY THE ENGINEER.

LEGEND

--- EXISTING CONTOUR
— PROPOSED CONTOUR
--- SALT FENCE/TIER SOCK - REFER TO DETAIL 56/C701 AND 57/C701

CW CONCRETE WASHOUT CONTAINMENT RAG OR DUMPSTER (WIDTH 30 MIL POLYETHYLENE - IF WASHOUT IS EXCAVATED INTO THE GROUND, DEPTH MUST BE AT LEAST 12" BELOW GRADE, WITH 12" BERM ABOVE GRADE FOR TOTAL DEPTH OF 24". REMOVE DEPOSITED CONCRETE AT REGULAR INTERVALS TO MAINTAIN AT LEAST 4" OF FILLGRADE AT ALL TIMES. CONTRACTOR TO PROVIDE AND INSTALL A SOIL ACCEPTABLE TO THE CITY OF BLOOMINGTON, THAT IS SETS. "CONCRETE WASHOUT" AT THE LOCATION OF THE CONCRETE WASHOUT. ALL CONCRETE WASTE MATERIAL TO BE DISPOSED OF OFF-SITE IN APPROVED LANDFILL.

EM EROSION CONTROL MAT

ET TEMPORARY CONSTRUCTION ENTRANCE - REFER TO DETAIL 56/C701

IP INLET PROTECTION - REFER TO DETAIL 56/C701

10 0 10
SCALE: 1" = 10'

NORTH

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BRCU PROJECT NUMBER: 10389

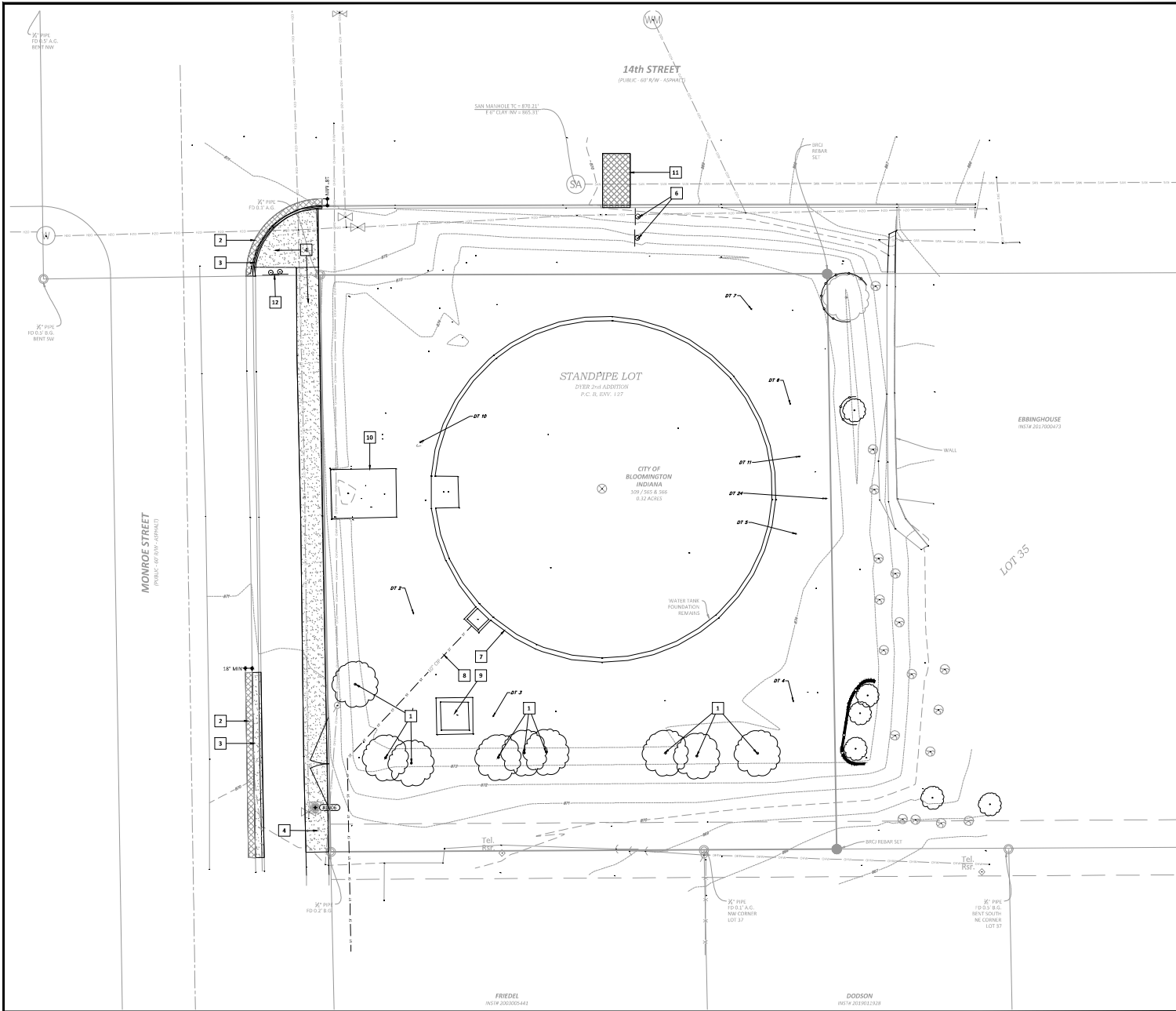
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WILLIAM STUART GREEN
NO. 870235
STATE OF INDIANA
PROFESSIONAL ENGINEER
12.22.23
list

project title
**BHA
CHILDCARE CENTER
& APARTMENTS**
BLOOMINGTON, IN
WEST 14TH STREET

project information
PROJECT NUMBER: 20-01
ISSUE DATE: 2.27.24
REVISION DATE:

sheet title
**EROSION CONTROL
PLAN**

sheet number
C201



GENERAL NOTES

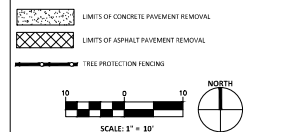
1. CONTRACTOR IS REQUIRED TO VERIFY FIELD CONDITIONS AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO START OF WORK.
2. THE LOCATION OF UTILITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL COORDINATE EXIST UTILITIES LOCATIONS WITH THE LOCAL UTILITY COMPANIES PRIOR TO COMMENCING ANY WORK. CONTRACT THE INDIANA UNDERGROUND PLANT PROTECTION SERVICES, INC. AT 1-800-882-0544.
3. CONTRACTOR SHALL MAINTAIN THE CONSTRUCTION OF EXISTING WATER PROTECTION MEASURES NECESSARY PRIOR TO START OF WORK TO ENSURE REMOVAL DOES NOT LEAVE THE SITE AND TRUCKING OF SOIL FROM CONSTRUCTION TRAFFIC IS NOT ALLOWED ONTO ADJACENT STREETS. ALL TRUCKS SHALL BE CLEANED BEFORE LEAVING THE SITE.
4. THIS PLAN SHOWS THE OVERALL AREAS OF DEMOLITION TO ALLOW CONSTRUCTION OF IMPROVEMENTS. THE EXACT AREAS OF DEMOLITION SHALL BE STRAIGHTENED AND RESTORED BY THE CONTRACTOR. CONTRACTOR SHALL REMOVE ALL DEMOLISHED MATERIAL FROM THE SITE UNLESS NOTED OTHERWISE.
5. REMOVE EXISTING STRUCTURES, ASPHALT, CONCRETE, GRAVEL, SOIL, LANDSCAPING AND OTHER MATERIALS AS REQUIRED TO CONSTRUCT DESIGNED IMPROVEMENTS UNLESS NOTED OTHERWISE.
6. CONTRACTOR SHALL SAW CUT ALONG PAVEMENTS AND OTHER ADJOINING SURFACES TO REMAIN. SIDEWALKS AND CURBS SHALL BE RESTORED TO THE NEXT CLOSEST R/WY BEYOND.
7. AREAS DESTROYED DURING DEMOLITION, CONSTRUCTION, AND GRADING ACTIVITIES SHALL BE RESTORED TO PRE-EXISTING CONDITIONS OR BETTER, UNLESS NOTED OTHERWISE.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DEMOLITION WORK NECESSARY IN ORDER TO COMPLETE THE PROJECT AS DESIGNED.
9. CONTRACTOR TO PROTECT ALL EXISTING VEGETATION NOT SCHEDULED FOR REMOVAL.
10. CONTRACTOR SHALL PROVIDE ADVANCE WARNING SIGNALS, BARRICADES AND FLASHERS AS REQUIRED WHEN WORKING ALONG NEAR, OR WITHIN THE PUBLIC RIGHT OF WAY. ALL TRAFFIC CONTROL SIGNALS AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE INDIANA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.

PLAN NOTES

1. REMOVE EXISTING VEGETATION.
2. SAW CUT AND REMOVE EXISTING ASPHALT FOR CONSTRUCTION OF NEW CURB AND ASSOCIATED IMPROVEMENTS.
3. REMOVE EXISTING CONCRETE CURB.
4. REMOVE EXISTING SIDEWALK.
5. REMOVE EXISTING SIDEWALK.
6. REMOVE AND REINSTALL EXISTING SIGN AT NEW FINISH GRADE - COORDINATE WITH CITY OF BLOOMINGTON PUBLIC WORKS.
7. REMOVE FOUNDATION AND ASSOCIATED IMPROVEMENTS.
8. CONTRACTOR TO CONFIRM EXISTENCE OF 6" OF DRAIN LINE FOR PROPOSED CONNECTION TO NEW INLET - REFER TO C&S. PROTECT PIPE FROM DAMAGE. ADVISE ENGINEER OF FINDING.
9. REMOVE EXISTING VALE - COORDINATE WITH CITY OF BLOOMINGTON UTILITIES.
10. REMOVE REMAINING VALE WALLS AND BASE.
11. SAW CUT AND REMOVE EXISTING ASPHALT AND CURB FOR SANITARY SEWER CONNECTION.
12. CAREFULLY REMOVE AND STORE EXISTING BUS STOP AND STOP SIGNS FOR REINSTALLATION.

LEGEND

1. YARD LIGHT	1. FENCE	1. FD AXEL
2. LIGHT POLE	2. GUARDRAIL	2. FD ROAD STOP
3. SIGNAL POLE	3. OVERHEAD WIRES	3. FD LOT STOP POLL
4. UTILITY POLE	4. UNDER ELEC	4. FD CHASED X
5. GUY WIRE	5. GAS LINE	5. SET CHASED X
6. CATCH-BASE	6. SAN SEWER LINE	6. SET HARBON MON.
7. CURB INLET	7. STORM SEWER LINE	7. SET HARBON MON.
8. ELECTRIC MH	8. UNDER TELEPHONE	8. SET HARBON MON.
9. MARSHAL	9. EXISTING WATER LINE	9. SET HARBON MON.
10. PHONE MH	10. CHILLED WATER LINE	10. SET HARBON MON.
11. SANITARY MH	11. R.O.W. MON.	11. SET HARBON MON.
12. SIGNAL MH	12. ADJUSTING WELL	12. SET HARBON MON.
13. STORM MH	13. BOLLARD	13. SET HARBON MON.
14. WATER MH	14. DOWNPOUT	14. SET HARBON MON.
15. ELEC. METER	15. GATE POST	15. SET HARBON MON.
16. CLEANOUT	16. POLE	16. SET HARBON MON.
17. GAS METER	17. PARKING METER	17. SET HARBON MON.
18. GAS VALVE	18. T-POST	18. SET HARBON MON.
19. WATER VALVE	19. WATER STOP	19. SET HARBON MON.
20. FIRE HYDRANT	20. PARKING SPACES	20. SET HARBON MON.
21. SPR. HOODUP	21. TRANSFORMER	21. SET HARBON MON.
22. SPURLEAK	22. ELEC. VAULT	22. SET HARBON MON.
	23. PHONE VAULT	23. SET HARBON MON.
	24. GAS VAULT	24. SET HARBON MON.
	25. AC UNIT	25. SET HARBON MON.
	26. BRD FENDER	26. SET HARBON MON.
	27. PROP. TANK	27. SET HARBON MON.
	28. PARKING BLOCK	28. SET HARBON MON.



UTILITY CONTACTS

8161
Bachery (512) 955-8433

CLARK ENERGY
Customer Service - Customerservice@clark-energy.com

CITY OF BLOOMINGTON UTILITIES (CUB)
Nancy Brown - (812) 346-3888 ext 2
Troy Powell - (812) 346-3852

CLARKSON ENGINEERING
Ariel Thomas - Ariel.Thomas@clarksonengineering.com

CONTACT
Steve Plummer - (812) 346-3888

INDIANA 811
Call 811 to report a problem or request a utility location. 1-800-383-5544

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Call 811 to report a problem or request a utility location. 1-800-383-5544

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BRCV PROJECT NUMBER: 10389

certified

12.22.23

project title

**BHA
CHILDREAN CENTER
& APARTMENTS**

BLOOMINGTON, IN

WEST 14TH STREET

project information

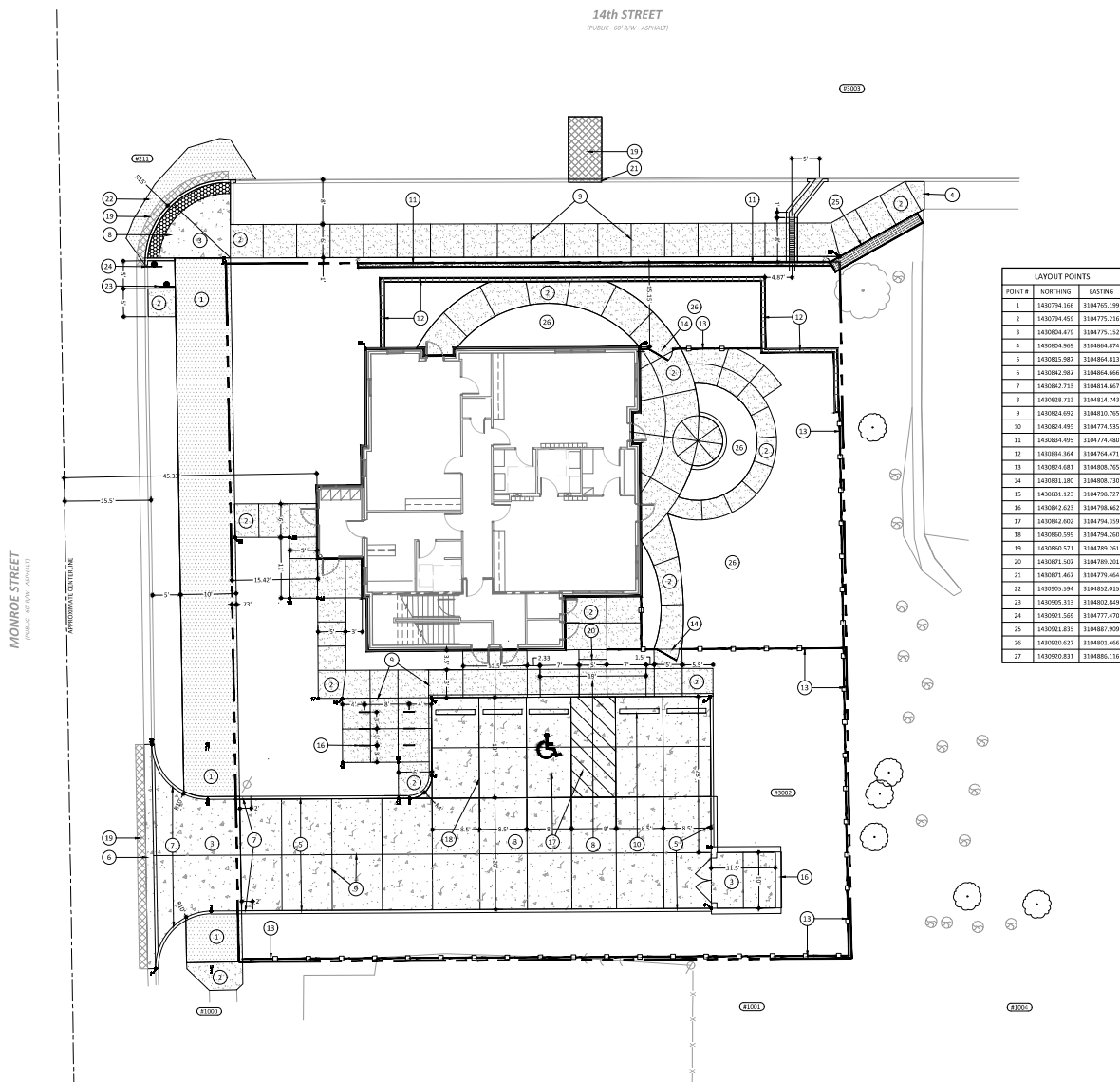
PROJECT NUMBER: 20-01
ISSUE DATE: 2.27.24
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sheet title

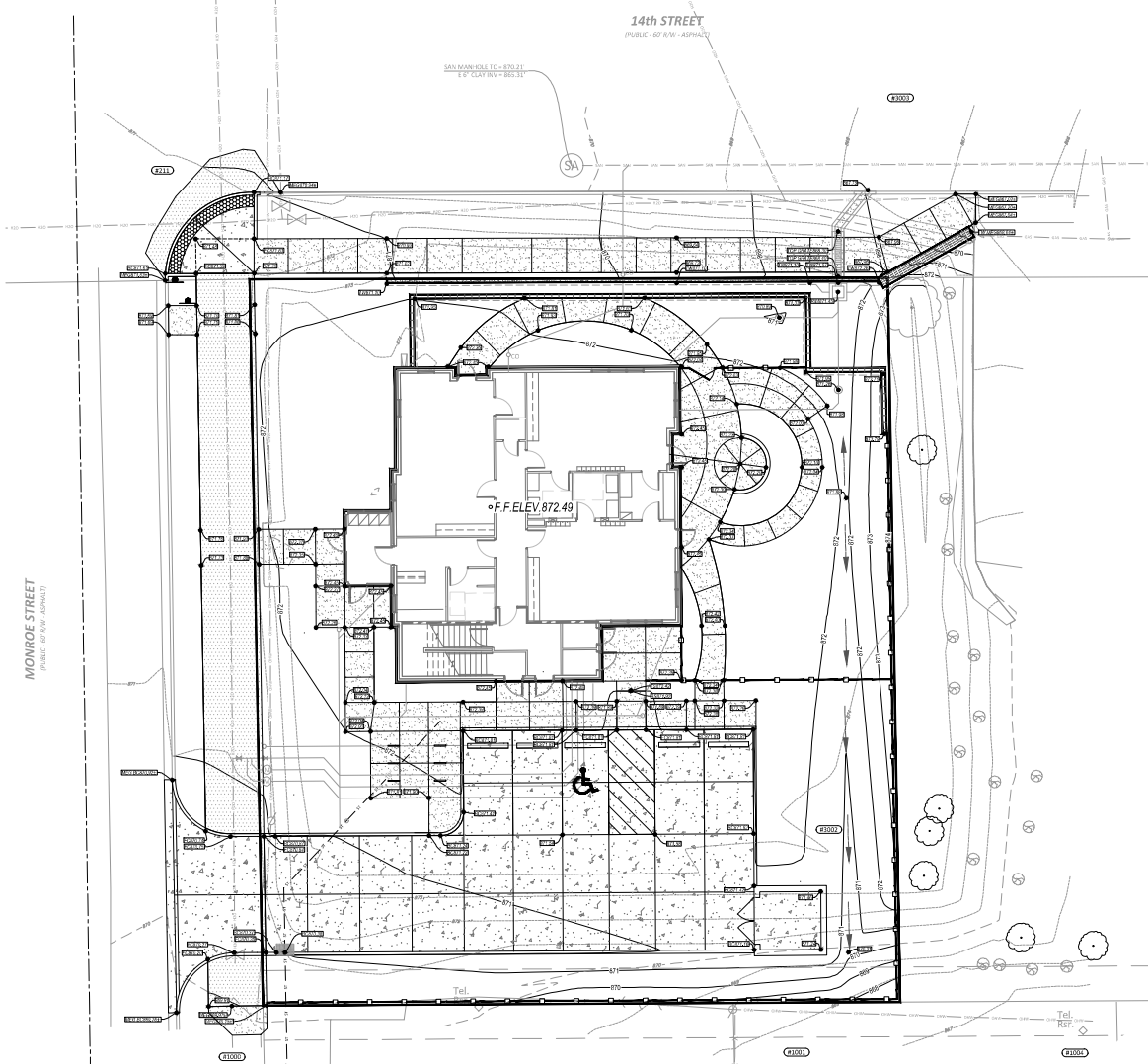
**SELECTIVE SITE
DEMOLITION PLAN**

sheet number

C301



C401



GENERAL NOTES

- A. GRADE ALL AREAS TO THE FINISH GRADES SHOWN.
- B. CONTRACTOR TO VERIFY FIELD CONDITIONS WITH RESPECT TO THE PROPOSED GRADING PLANS AND NOTIFY ENGINEER OF ANY AND ALL DISCREPANCIES PRIOR TO BEGINNING WORK.
- C. RETAIN AND MAINTAIN EROSION CONTROL DEVICES AS REQUIRED AND WHERE NECESSARY TO CONTROL SEDIMENT.
- D. CONTRACTOR SHALL PREVENT SURFACE WATER AND GROUND WATER FROM ENTERING EXCAVATIONS, FROM PONDING ON PREPARED SURFACES, AND FROM FLOODING PROJECT SITE AND SURROUNDING AREAS. PROTECT SURFACES FROM SOFTENING, UNDERMINING, WASHOUT AND DAMAGE BY RAIN OR WATER ACCUMULATION. THIS WILL REQUIRE SUPPLEMENTAL GRADING ABOVE AND BEYOND THAT SHOWN.
- E. CONTRACTOR SHALL ADJUST ALL CASTINGS TO FINISHED GRADE.
- F. CONTRACTOR SHALL ESTABLISH FINISH GRADES TO ENSURE POSITIVE DRAINAGE WITH NO PONDING.
- G. LONGITUDINAL SIDEWALK SLOPE SHALL NOT EXCEED 3%, UNLESS NOTED OTHERWISE. TRANSVERSE SIDEWALK SLOPE SHALL NOT EXCEED 3% UNLESS NOTED OTHERWISE.
- H. SPOT GRADES GIVEN AT THE FACE OF CURB INDICATE PAVEMENT EDGE/CURB INTERFACED (LOW) AND ELEVATION, UNLESS NOTED OTHERWISE. BOTTOM OF WALL ELEVATIONS INDICATE WHERE FINISH GRADE AND WALL MEET.
- I. ALL SLOPES 5:1 OR GREATER TO BE COVERED WITH NORTH AMERICAN GREEN BENTON EROSION CONTROL BLANKET OR APPROVED EQUAL. INSTALL PER MANUFACTURER'S INSTRUCTIONS.

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NO. 870235
STATE OF INDIANA
PROFESSIONAL ENGINEER
12.22.23

project title
**BHA
CHILDCARE CENTER
& APARTMENTS**
BLOOMINGTON, IN
WEST 14TH STREET

project information
PROJECT NUMBER: 20-01
ISSUE DATE: 2.27.24
REVISION DATE:
sheet title
SITE GRADING PLAN
sheet number

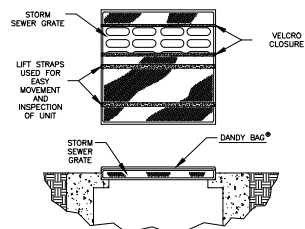
LEGEND

- PROPOSED CONTOURS
- EXISTING CONTOURS
- SPOT ELEVATION
- MES MATCH- EXISTING GRADE
- TW TOP OF WALL
- BW BOTTOM OF WALL AT FINISH GRADE ELEVATION
- TS TOP OF STAIR- ELEVATION IS EQUAL ACROSS WIDTH
- BS BOTTOM OF STAIR- ELEVATION IS EQUAL ACROSS WIDTH
- BC BOTTOM OF CURB WHERE IT MEETS PAVEMENT. FOR STANDING AND CHAIR BACK CURBS, TOP OF CURB IS 6" ABOVE THIS ELEVATION UNLESS NOTED OTHERWISE. FOR ROLL CURBS, TOP OF CURB IS 3.5" ABOVE THIS ELEVATION, UNLESS NOTED OTHERWISE.
- FL FLOW LINE
- FC FULLY CURB- CURB IS IN FULLY DEPRESSED CONDITION
- TC TOP OF CURB- PROVIDED ONLY WHEN CURB IS IN A NONSTANDARD HEIGHT CONDITION
- TB TOP OF BANK

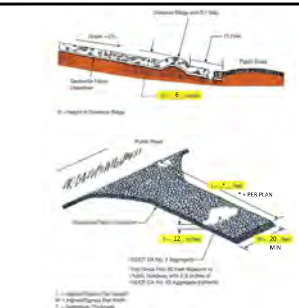
- LIMITS OF NEW ASPHALT PAVEMENT
- LIMITS OF NEW STANDARD DUTY CONCRETE PAVEMENT
- LIMITS OF NEW HEAVY DUTY CONCRETE PAVEMENT
- PAVEMENT STRIPING 2" O.C.



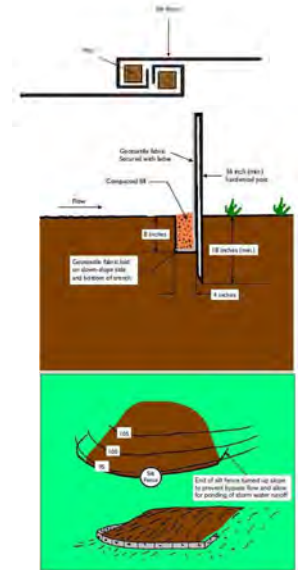
C501



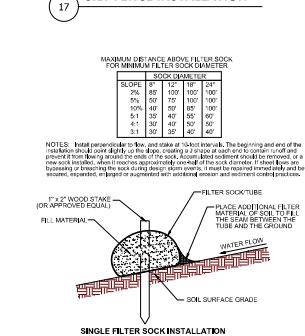
18 INLET PROTECTION



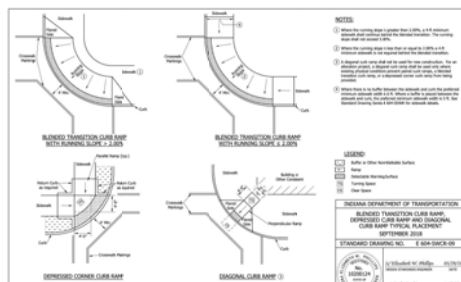
15 TEMPORARY CONSTRUCTION ENTRANCE



17 SILT FENCE INSTALLATION



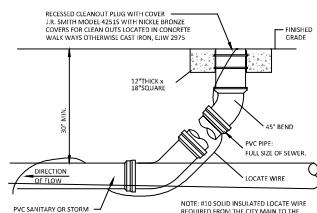
16 EROSION CONTROL FILTER SOCK



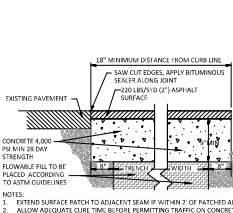
11 STORM INLET DETAIL



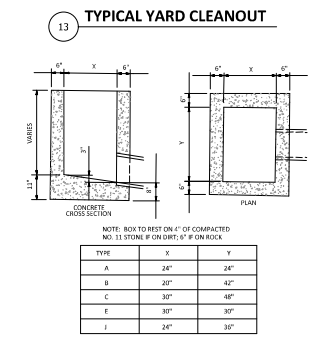
14 INDOT STANDARD CURB RAMP DETAILS



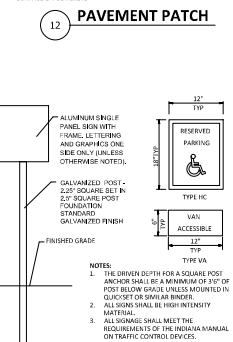
13 TYPICAL YARD CLEANOUT



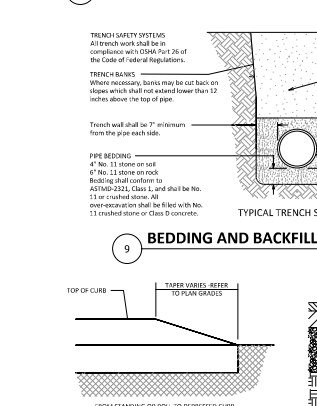
12 PAVEMENT PATCH



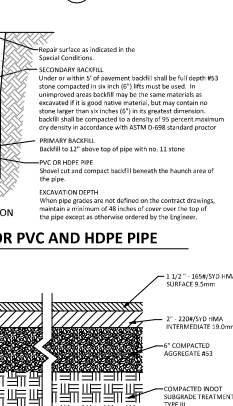
9 BEDDING AND BACKFILL FOR PVC AND HDPE PIPE



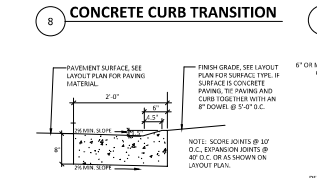
10 SITE SIGNAGE



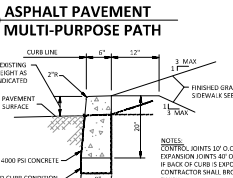
8 CONCRETE CURB TRANSITION



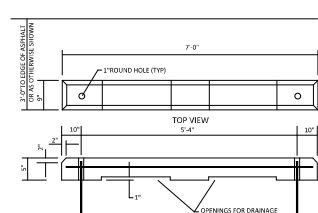
7 ASPHALT PAVEMENT MULTI-PURPOSE PATH



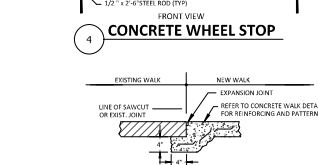
6 MOUNTABLE CURB AND GUTTER



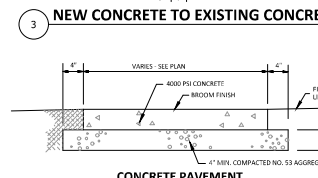
5 STANDING CONCRETE CURB



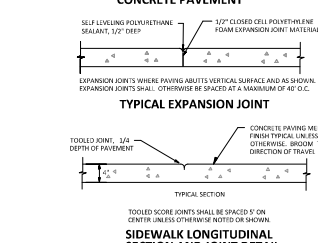
4 CONCRETE WHEEL STOP



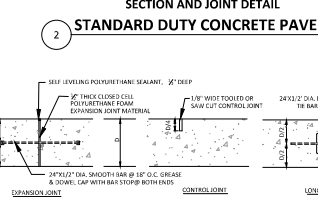
3 NEW CONCRETE TO EXISTING CONCRETE



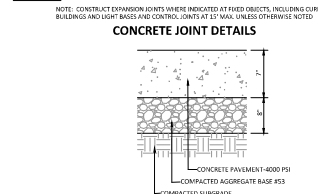
CONCRETE PAVEMENT



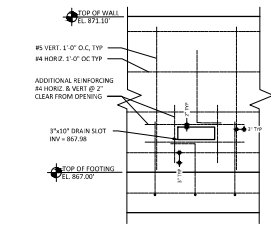
2 STANDARD DUTY CONCRETE PAVEMENT



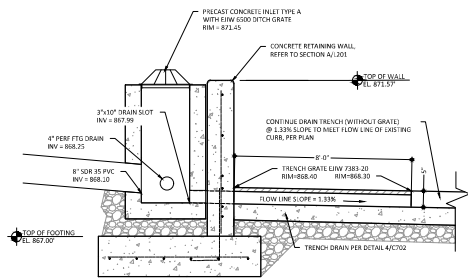
CONCRETE JOINT DETAILS



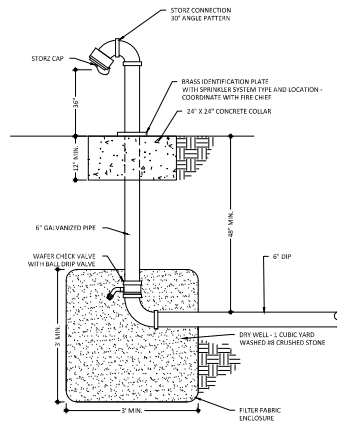
1 HEAVY DUTY CONCRETE PAVEMENT



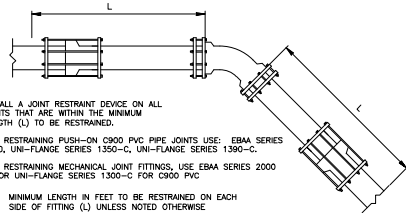
ADDITIONAL REINFORCING AT WALL PENETRATION
REFER TO SECTION A/201



TRENCH DRAIN AT WALL DETAIL



FIRE DEPARTMENT CONNECTION (FDC)



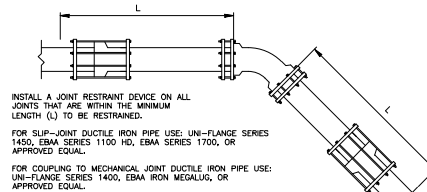
INSTALL A JOINT RESTRAINT DEVICE ON ALL JOINTS THAT ARE WITHIN THE MINIMUM LENGTH (L) TO BE RESTRAINED.
FOR RESTRAINING PUSH-ON C900 PVC PIPE JOINTS USE: EBAA SERIES 1600, UNI-FLANGE SERIES 1350-C, UNI-FLANGE SERIES 1390-C.
FOR RESTRAINING MECHANICAL JOINT FITTINGS, USE EBAA SERIES 2000 PV OR UNI-FLANGE SERIES 1300-C FOR C900 PVC

4' OF COVER ON PIPE					VERTICAL OFFSET (UPPER/LOWER*)		
PIPE SIZE	11 1/4"	22 1/2"	45"	90"	11 1/4"	22 1/2"	45"
4"	3	5	9	21	7	14	30
6"	3	6	13	30	10	20	42
8"	4	8	16	39	13	26	55
12"	6	11	23	54	14	37	77

TEE-BRANCH LENGTH (RUN LENGTH=5')					REDUCER LENGTH ON LARGER SIDE		
PIPE SIZE	4"	6"	8"	12"	4"	6"	8"
4"	24	68	106	169	6	52	-
6"	1	52	95	162	8	94	55
8"	1	37	83	154	12	161	135
12"	1	4	58	137			

CHARTS REFLECT THE FOLLOWING TYPICAL PARAMETERS:
-ML SOIL CLASSIFICATION, SHEARING STRENGTH=450/300 PSF WORST CASE
-TRENCH TYPE 5 (AWA)
-DEPTH OF COVER 4" MINIMUM
-PVC PIPE
-BACKFILL COMPACTED GRANULAR OR SELECT MATERIAL
-TEST PRESSURE OF 200 PSI WITH 2:1 SAFETY FACTOR

MECHANICAL JOINT RESTRAINT DETAIL (C900 PVC)

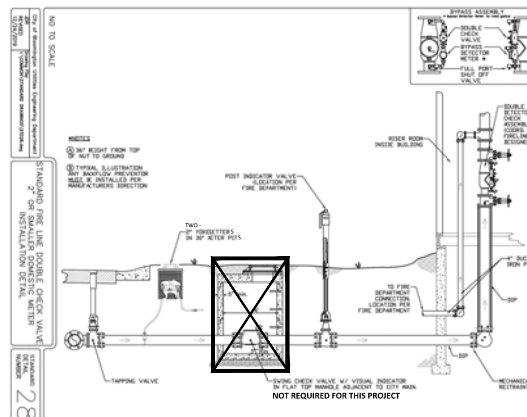


4' OF COVER ON PIPE					VERTICAL OFFSET (UPPER/LOWER*)		
PIPE SIZE	11 1/4"	22 1/2"	45"	90"	11 1/4"	22 1/2"	45"
4"	3	5	10	23	4	9	18
6"	4	7	13	32	6	12	25
8"	4	9	17	41	8	16	32
12"	6	12	24	57	12	23	45

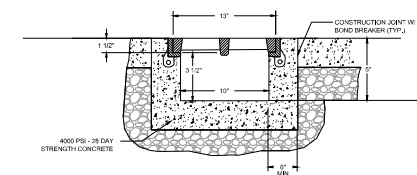
TEE-BRANCH LENGTH (RUN LENGTH=5')					REDUCER LENGTH ON LARGER SIDE		
PIPE SIZE	4"	6"	8"	12"	4"	6"	8"
4"	24	82	130	197	6	63	-
6"	1	64	115	187	8	115	67
8"	1	45	101	176	12	196	165
12"	1	5	70	154			

CHARTS REFLECT THE FOLLOWING TYPICAL PARAMETERS:
-ML SOIL CLASSIFICATION, SHEARING STRENGTH=450/300 PSF WORST CASE
-TRENCH TYPE 5 (AWA)
-DEPTH OF COVER 4" MINIMUM
-DUCTILE IRON PIPE WITH POLY WRAP
-PIPE BEDDED IN GRANULAR
-BACKFILL COMPACTED GRANULAR OR SELECT MATERIAL
-TEST PRESSURE OF 200 PSI WITH 2:1 SAFETY FACTOR

MECHANICAL JOINT RESTRAINT DETAIL (DIP)

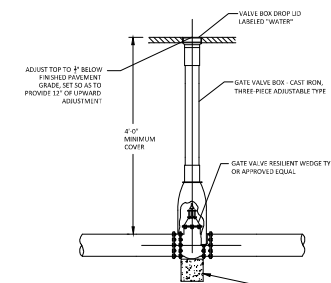


CBU STANDARD DETAIL 28

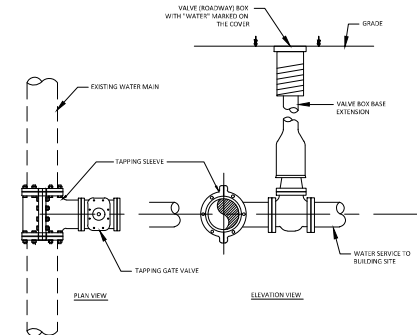


NOTES:
1. SEW TYPE V-7889-20 WITH V7200 BOLTED NAILS. 9\"/>

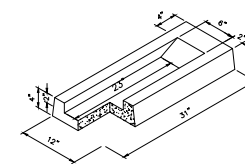
SIDEWALK TRENCH DRAIN



GATE VALVE & BOX INSTALLATION DETAIL



WATER MAIN CONNECTION DETAIL



CONCRETE SPLASH BLOCK

DETAILS ARE NOT TO SCALE

springpoint
ARCHITECTS
213 SOUTH ROGERS STREET,
SUITE 5
BLOOMINGTON, INDIANA 47404
812.318.2930
www.springpointarchitects.com

BRCI
121 West Top Lane Bloomington, Indiana 47403
Phone: 812-338-9277 www.brci.com
BRCI PROJECT NUMBER: 10389

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architectural drawings. building codes apply to structural and
specifications. the work shall be certified in part to the
approved code requirements and standards. no structural
alterations or reproduction may be made without prior
written consent from springpoint architects, pc.

certified
WILLIAM STUART GREEN
NO. 870231
STATE OF
INDIANA
PROFESSIONAL ENGINEER
12.22.23

project title

BHA
CHILDREAN CENTER
& APARTMENTS
BLOOMINGTON, IN
WEST 14TH STREET

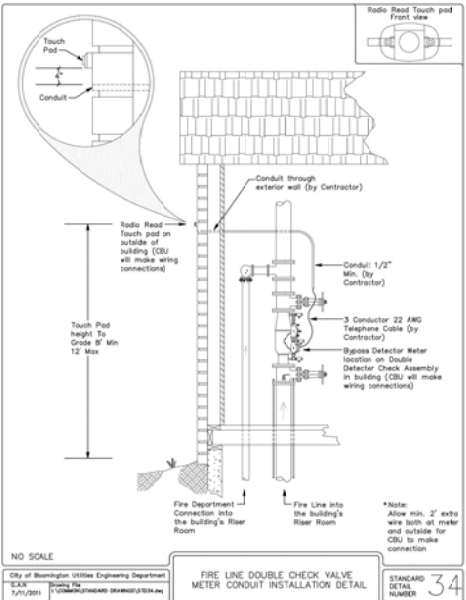
project information

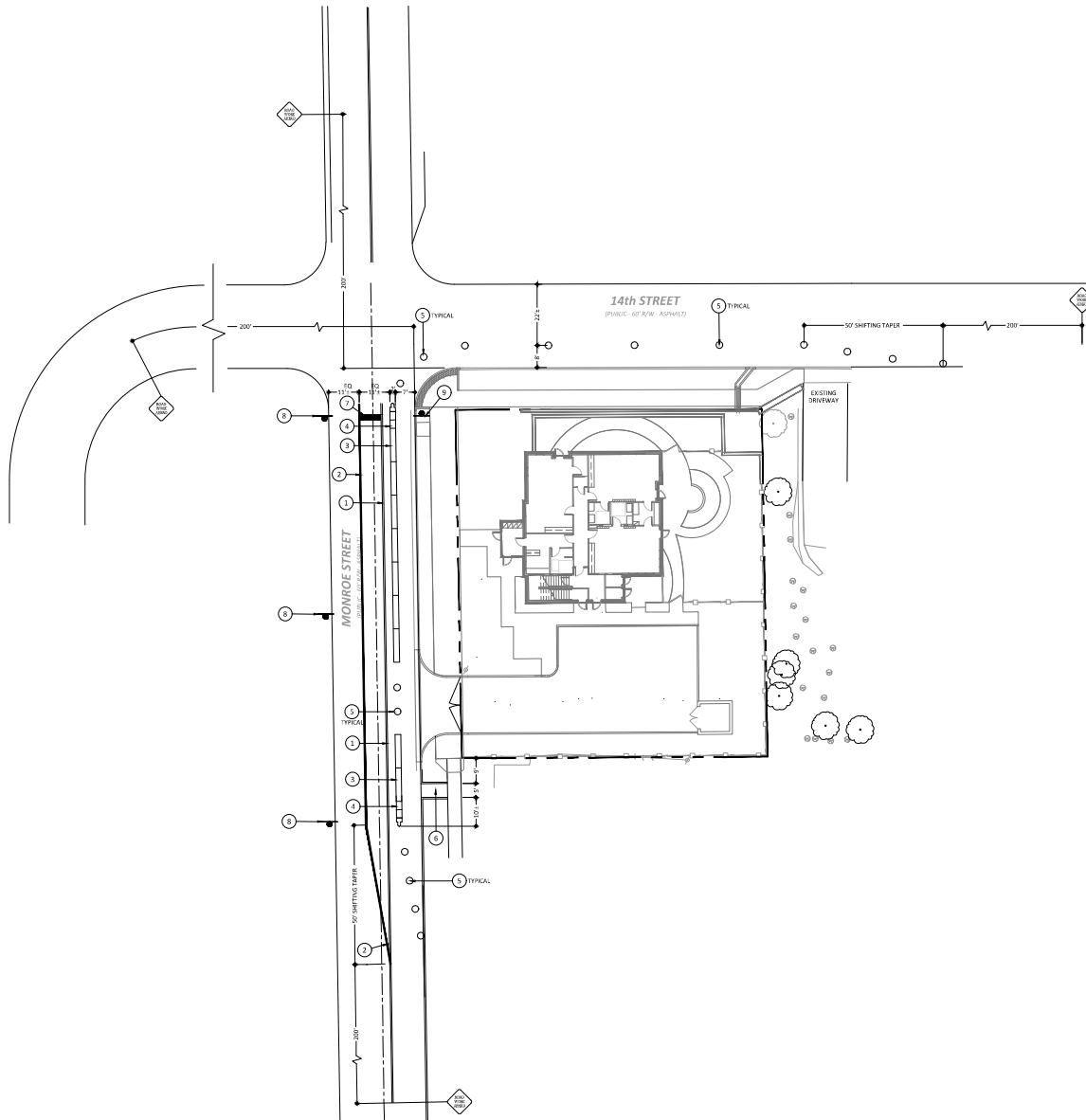
PROJECT NUMBER: 20-01
ISSUE DATE: 2.27.24
REVISION DATE:

sheet title
SITE DETAILS

sheet number

C702





GENERAL NOTES

- THE MAINTENANCE OF TRAFFIC PLAN FOR THIS PROJECT INCLUDES A PRELIMINARY PLANNING MEETING TO ALLOW FOR THE CONSTRUCTION OF A MULTIPHASE PATH ALONG THE WEST SIDE OF THE SITE AND PARTIAL ROAD CLOSURE ALONG 14TH STREET TO ALLOW FOR THE CONSTRUCTION OF A WORK AREA AND WALKS ALONG THE NORTH SIDE OF THE SITE.
- ALL TRAFFIC CONTROL DEVICES, SIGNALS, BARRICADES, PAVEMENT MARKINGS, AND THEIR INSTALLATION SHALL COMPLY WITH THE INDIANA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND CITY ENGINEERING REQUIREMENTS.
- PAVEMENT MARKINGS, AND ASSOCIATED TRAFFIC CONTROL DEVICES SHALL BE MAINTAINED DURING THE CONSTRUCTION OF THE DESIGNED IMPROVEMENTS ALONG MONROE STREET AND 14TH STREET.
- THE RECONSTRUCTION ALONG MONROE STREET SHALL REMAIN UNSTRUCTURED AT ALL TIMES UNLESS APPROVED OTHERWISE BY CITY ENGINEERING.
- UPON COMPLETION OF THE WORK ALONG MONROE STREET AND 14TH STREET, REMOVE ALL TRAFFIC CONTROL DEVICES, SIGNALS, BARRICADES, TEMPORARY PAVEMENT MARKINGS, AND RESTORE ANY DAMAGED PRE-EXISTING PAVEMENT MARKINGS TO THE SATISFACTION OF CITY ENGINEERING.
- A CITY OF BLOOMINGTON RIGHT-OF-WAY (ROW) PERMIT APPLICATION MUST BE SUBMITTED AND A PERMIT ISSUED PRIOR TO ANY WORK (TODORABLE, BUT LONG, LONG, OR OTHER CLOSURE OR FACILITY). SOME CLOSURES MAY REQUIRE BOARD OF PUBLIC WORKS APPROVAL. PLEASE REFER TO ORDINANCE 30-21 FOR PERMIT REQUIREMENTS AND DETAILS.
- A ROW PERMIT APPLICATION MUST BE SUBMITTED PRIOR TO RELEASE OF THE WORKING PERMIT. THE RELEASE FOR THE WORKING PERMIT DOES NOT IMPROVE THE ROW USE, PERMIT.

PLAN NOTES

- TEMPORARY BLANKET MARKING OF THE EXISTING COULDS YELLOW PAVEMENT MARKING - IN STANDARD TEMPORARY REMOVABLE PAVEMENT MARKING TAPE 710 OR APPROVED EQUAL.
- TEMPORARY COULDS YELLOW PAVEMENT MARKING - IN STANDARD TEMPORARY REMOVABLE PAVEMENT MARKING TAPE 710 OR APPROVED EQUAL.
- CONCRETE OR WATER FILLED BARRICADES.
- IMPACT ATTENUATOR - AROUND AND DRAIN CLOSURE SYSTEM OR APPROVED EQUAL ACCEPTABLE TO CITY ENGINEERING.
- CHANNELIZING DEVICES - CHANNELS PLACED AS INDICATED, BUT NO LESS THAN 20' ON CENTER ALONG TAPER AND 20' ON CENTER ELSEWHERE.
- TEMPORARY CURB BARR - REFER TO TABLE 1.2.1. THE DETECTABLE WARNING SURFACE IS NOT REQUIRED. REMOVE AND REPLACE EXISTING VISIBLE IF AS REQUIRED TO REQUIRE A TURNING SPACE WITH ISLANDS THAT DO NOT EXCEED 2.0M IN ALL DIRECTIONS OR AS OTHERWISE ACCEPTABLE TO CITY ENGINEERING. TEMPORARY CURB BARR TO BE REMOVED AND AREA RESTORED TO PRE-EXISTING CONDITION, INCLUDING CURB AND GUTTER REPLACEMENT, STREET REPAIR, PLACEMENT OF TOPSOIL AND PLANT GRASS.
- TEMPORARY TAPE STOP BARR - STOP SIGN MUST BE VISIBLE AT ALL TIMES.
- TEMPORARY TWO PAVING SIGN.
- TEMPORARY STOP SIGN.

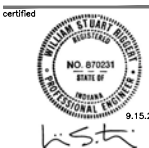
LEGEND

- CONCRETE OR WATER FILLED BARRICADES
- TEMPORARY GATE FOR SITE ACCESS
- CHANNELIZATION DRUM
- TEMPORARY TRAFFIC CONTROL SIGN, REFER TO PLAN NOTE
- IMPACT ATTENUATOR



springpoint
ARCHITECTS

213 SOUTH ROGERS STREET,
SUITE 5
BLOOMINGTON, INDIANA 47404
812.318.2930
www.springpointarchitects.com



project information

PROJECT NUMBER: 20-01
ISSUE DATE: 2.27.24
REVISION DATE:

sheet title
**MAINTENANCE OF
TRAFFIC PLAN**

sheet number

C801



Board of Public Works Staff Report

Project/Event: City Fiber Project
Staff Representative: Kyle Baugh
Petitioner/Representative: Bret Simons
Date: December 3rd, 2024

Report: Trueline Infrastructure Solutions is requesting lane shifts and sidewalk closures in four previously permitted areas and one new permit area as part of the City Fiber Project taking place throughout the city. This request accommodates potholing, boring, and restoration work. The requested date ranges are as follows:

- **Extensions:**
 - BLC02a-F08_E Allen St – December 4th, to April 30th 2025
 - BLW01a-F09_W Jacob Dr – December 4th, to March 31st 2025
 - BLC02a-F06_E Hickory Stick Dr – December 4th, to April 30th 2025
 - BLC01b-F13-E Hunter Ave – December 4th, to April 30th 2025



www.truelineinfrastructure.com

To: City of Bloomington – Engineering Department

Subject: City of Bloomington Right of Way Extension

Dear Board Members,

Trueline Infrastructure Solutions is respectfully requesting an extension to access the ROWs on expired permits in the city.

We are asking for extensions on the following permits. We were unable to finish or start work in these areas due to unforeseen circumstances (Pole Co-op not responding in a timely manner, locates failing to be called out and Weather).

We would like to extend the following permit

BLC02a-F08_E Allen St – April 30th 2025

BLW01a-F09_ W Jacob Dr – March 31st 2025

BLC02a-F06_ E Hickory Stick Dr – April 30th 2025

BLC01b-F13-E Hunter Ave – April 30th 2025

Bret Simons

Engineering Permit Team Lead

Trueline Infrastructure Solutions



Board of Public Works Staff Report

Project/Event:	Blackwell Contractors Request for Sidewalk and Lane Closures
Staff Representative:	Dashiell Schonemann-Poppeliers
Petitioner/Representative:	Lana Allen
Date:	December 3 rd , 2024

Report: Blackwell Contractors, Inc. is requesting 5 days of sidewalk and lane closures adjacent to 371 and 361 W Country Club Dr to install waterlines to the two properties. The closures are requested to begin 12/9/24 and end 12/13/24. Street cuts will be plated overnight. Blackwell Contractors has supplied maintenance of traffic plans for the closures.

November 25, 2024

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

Re: W. Country Club Drive requested lane restrictions

Dear Board Members:

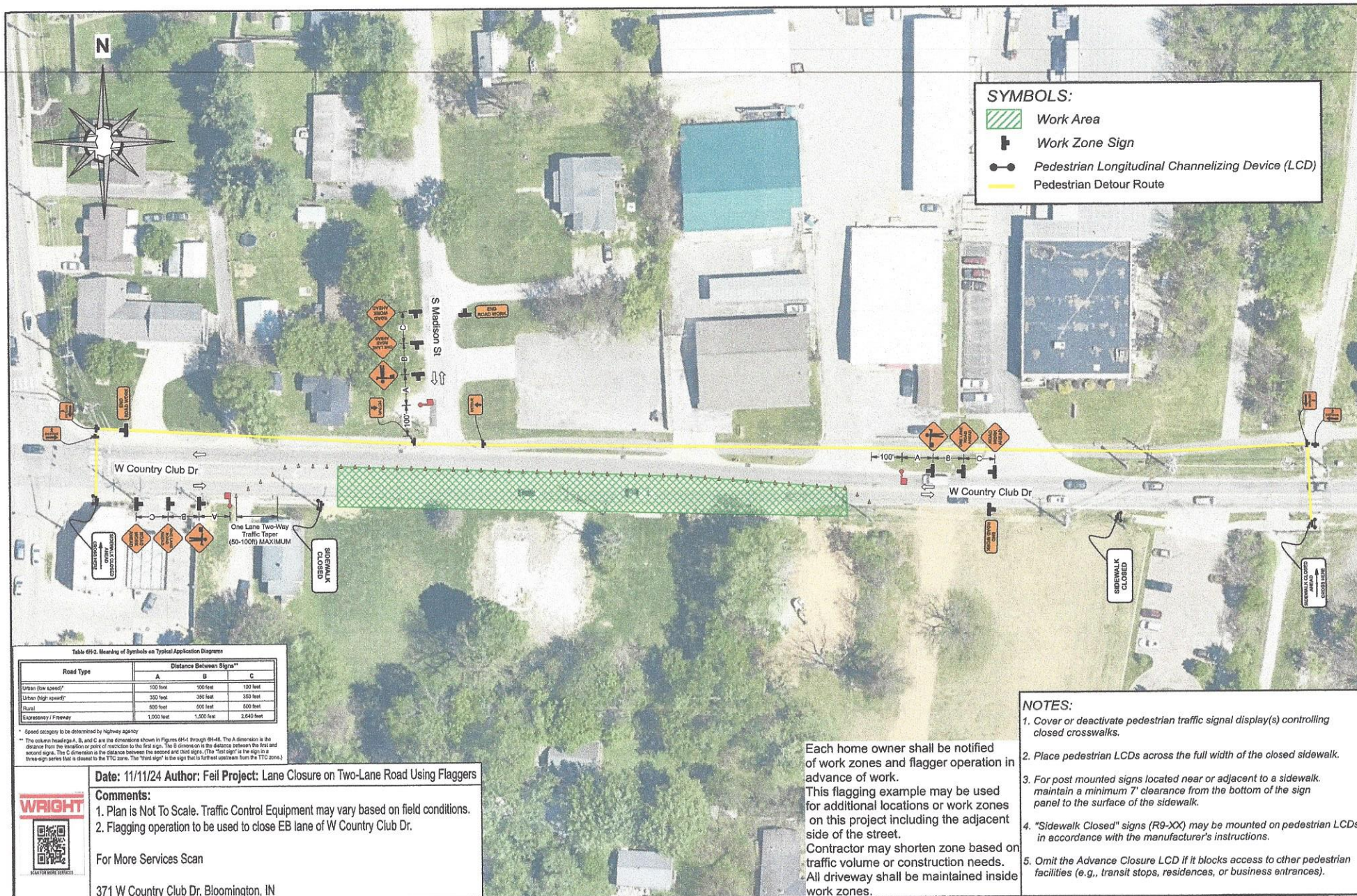
Blackwell Contractors, Inc., is planning a residential development at 361 and 371 W Country Club Drive. To facilitate the project, we are respectfully requesting the temporary lane restriction of the east lane of W. Country Club Drive, as well as the closure of the sidewalk along the south side of W. Country Club Drive, in accordance with the attached Management of Traffic Plan. Blackwell Contractors, Inc. is requesting these closures from December 9 – December 13, 2024.

Blackwell Contractors will coordinate with the City of Bloomington Utilities, and local law enforcement to assure that this restriction and sidewalk closure information is well communicated. Therefore, Blackwell Contractors, Inc., respectfully requests that the Board of Public Works approves this request.

Kind regards,

A handwritten signature in blue ink that reads "Kenneth E. Blackwell Pres!". The signature is fluid and cursive, with the last name "Blackwell" being the most prominent part.

Kenneth E. Blackwell, President
Blackwell Contractors, Inc.
PO Box 3400
Bloomington, IN 47402
(812) 331-9999



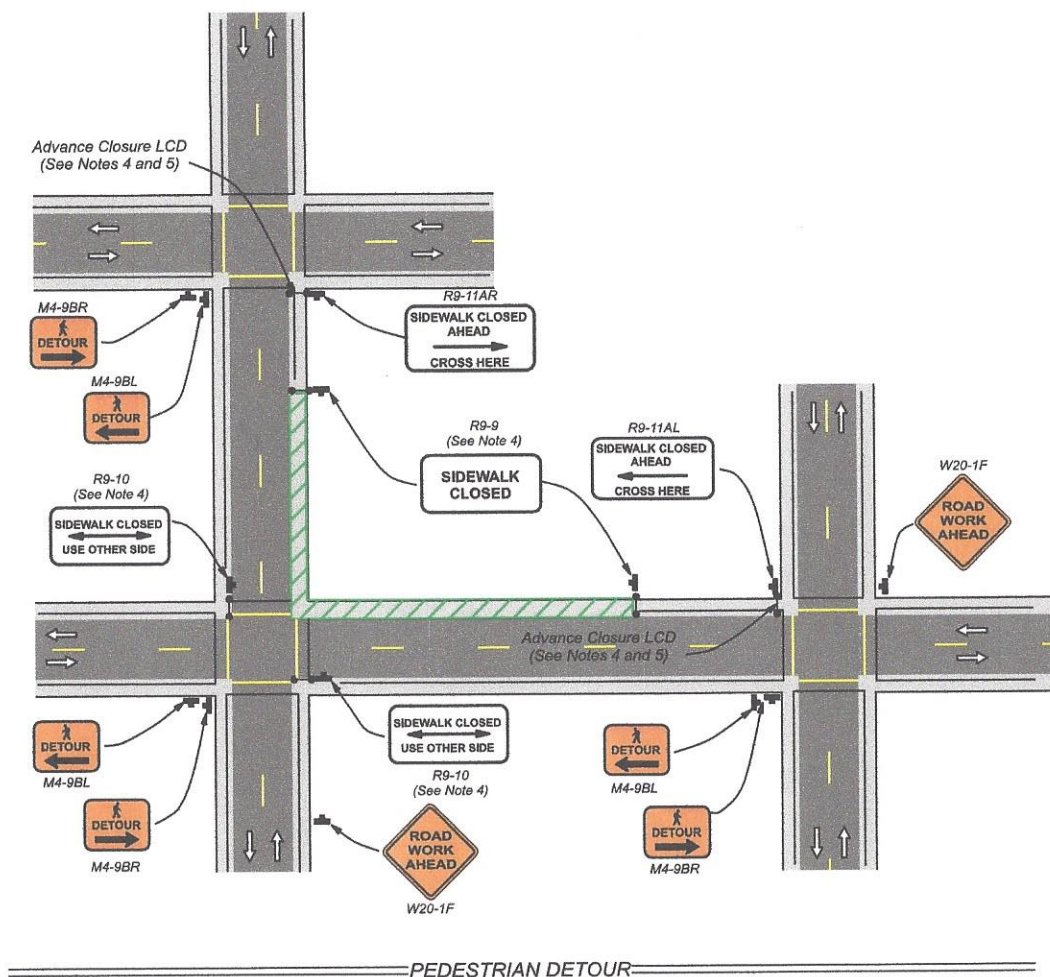
Example

NOTES:

1. Cover or deactivate pedestrian traffic signal display(s) controlling closed crosswalks.
2. Place pedestrian LCDs across the full width of the closed sidewalk.
3. For post mounted signs located near or adjacent to a sidewalk, maintain a minimum 7' clearance from the bottom of the sign panel to the surface of the sidewalk.
4. "Sidewalk Closed" signs (R9-XX) may be mounted on pedestrian LCDs in accordance with the manufacturer's instructions.
5. Omit the Advance Closure LCD if it blocks access to other pedestrian facilities (e.g., transit stops, residences, or business entrances).

SYMBOLS:

-  Work Area
-  Work Zone Sign
-  Pedestrian Longitudinal Channelizing Device (LCD)
-  Lane Identification and Direction of Traffic





Board of Public Works Staff Report

Project/Event: Project Contract Award/Longview Greenway
Petitioner/Representative: Engineering Department
Staff Representative: Jason Kerr
Date: December 3rd, 2024

Report: This project shall include, but is not limited to, the installation of asphalt speed cushions and speed humps, concrete curbs, curb ramps, pavement markings, signs, patching, and restoration of areas with topsoil and sodding. This project runs along Longview from Pete Ellis to Morningside Dr at Smith Rd. This project will have lane closures throughout for work to be accomplished. Engineering recommends that BPW award this project to Crider & Crider, Inc. Crider & Crider, Inc. was the lowest responsive and responsible bidder. The bid from Crider & Crider, Inc. is in the amount of \$549,433.45.

Bids:

Crider & Crider, Inc.	\$549,433.45
E & B Paving	\$687,000.00
Milestone Contractors, LP	\$746,448.00

City of Bloomington Contract and Purchase Justification Form

Vendor: Crider & Crider, Inc.

Contract Amount: \$549,433.45

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

PURCHASE INFORMATION

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

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

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

of Submittals: N/A

Yes No

Met city requirements?

☒ ☐

Met item or need requirements?

☒ ☐

Was an evaluation team used?

☐ ☒

Was scoring grid used?

☐ ☒

Were vendor presentations requested?

☐ ☒

Was the lowest cost selected? (If no, please state below why it was not.)

Yes No

☒ ☐

This is for the awarding of the bid for the Longview Greenway Project to Crider & Crider, Inc.

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

Contract Price \$549,433.45

Jason Kerr

Project Manager

Engineering

Print/Type Name

Print/Type Title

Department



CONTRACT COVER MEMORANDUM

TO: Office of the Mayor
FROM: Engineering Department
DATE: December 3rd, 2024
RE: Project Contract Award, Longview greenway

Contract Recipient/Vendor Name:	Crider & Crider, Inc
Department Head Initials of Approval:	Andrew Cibor
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Jason Kerr
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	
Due Date For Signature:	12/03/24
Expiration Date of Contract:	Estimated December 2026
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	Contract Amoun: \$549,433.45
Funding Source:	
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract: This project shall include, but is not limited to, the installation of asphalt speed cushions and speed humps, concrete curbs, curb ramps, pavement markings, signs, patching, and restoration of areas with topsoil and sodding. This project runs along Longview from Pete Ellis to Morningside Dr at Smith Rd. This project will have lane closures throughout for work to be accomplished. Engineering request that BPW award this project to Crider & Crider, Inc. Crider & Crider, Inc. were the responsible and responsive bidders and had the lowest bid. The bid from Crider & Crider, Inc. is in the amount of \$549,433.45.

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
ENGINEERING DEPARTMENT
AND
CONTRACTOR
FOR
LONGVIEW GREENWAY

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for installation of asphalt speed cushions and speed humps, concrete curbs, curb ramps, pavement markings, signs, patching, and restoration of areas with topsoil and sodding at various locations within the City of Bloomington, as further depicted in the plans. (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

1.01 This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 516-13 *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 ninety (90) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

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

2.04 CONTRACTOR agrees that no charges or claims for damages shall be made by him or her for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the

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

ARTICLE 3. COMPENSATION

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

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

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

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

4.05 Payment of Escrow Amount The escrow agent shall hold the escrowed principal and income until receipt of the notice from Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of Owner, at which time Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to

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

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

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

5.04.02 In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope

of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above. **5.05 Insurance**

5.05.01

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

<u>Coverage</u>	<u>Limit</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. 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	
Computer Attack Limit (Annual Aggregate)	\$1,000,000
Sublimit (Per Occurrence) for Cyber Extortion	\$100,000
Computer Attack and Cyber Extortion deductible (per occurrence)	\$10,000
G. Network Security Liability	
Limit (Annual Aggregate)	\$1,000,000
Deductible (per occurrence)	\$10,000
H. Electronic Media Liability	
Limit (Annual Aggregate)	\$1,000,000
Deductible (Per Occurrence)	\$10,000
I. Fraudulent Impersonator Coverage	
Limit (Annual Aggregate)	\$250,000
Deductible (Per Occurrence)	\$5,000

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and Independent

Contractors.

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

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

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

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

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

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

5.11 Amendments/Changes

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

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

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he or she shall file written notice with CITY no later than twenty (20) calendar days

after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Crider & Crider, Inc
Attn: Jason Kerr	Steven Silvernail
P.O. Box 100 Suite 130	1900 Liberty Dr
Bloomington, Indiana 47404	Bloomington, IN 47403

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees’ Immigration Status

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

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

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

5.19 Drug Testing Plan

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

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

DATE: _____

City of Bloomington

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Elizabeth Karon, Vice President

Printed Name

James Roach, Secretary

Title of Contractor Representative

Kerry Thomson, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

LONGVIEW GREENWAY

This project shall include, but is not limited to, neighborhood greenway improvements along Longview Avenue from Pete Ellis Drive to Glenwood Avenue East, along Glenview Avenue East from Longview Avenue to Morningside Drive, and along Morningside Drive from Glenwood Avenue East to Smith Road. Work shall include, but is not limited to, the installation of asphalt speed cushions, curb bumpouts, incidental patching at front of curbs, and restoration of areas behind these installations with topsoil, sodding, and some trees. A 10' wide multiuse path shall be installed on Longview Avenue between Pete Ellis Drive and Kingston Drive, including removal of existing sidewalk, street width reduction on Longview Avenue, and curb ramp improvements. Improvements at the intersection of Longview Avenue and Glenwood Avenue West will include new curb ramps and a sidewalk extension north to meet existing sidewalk in Park Ridge Park. Contractor shall also install or modify permanent signs and pavement markings. Work includes incidental storm structure work, casting adjustments, maintenance of traffic, and other work as shown in the Plans.

ATTACHMENT 'B'

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

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

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

(company name)

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

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

Method of Compliance (Specify) _____

Date: _____, 20____

Signature

Printed Name

STATE OF INDIANA

)

COUNTY OF _____) SS:
_____)

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

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

Commission #: _____

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

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

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

Signature

STATE OF INDIANA)
)SS:
COUNTY OF _____)

My Commission #: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

My Commission #: _____

ATTACHMENT 'E'

“Unit Prices”

Line Item	Item	Description	Units	Quantity	Unit Cost	Total
1	105-06845	CONSTRUCTION ENGINEERING	LS	1	20500	20500
2	110-01001	MOBILIZATION AND DEMOBILIZATION	LS	1	19000	19000
3	109-08443	QUALITY ADJUSTMENTS, TEMPORARY TRAFFIC CONTROL DEVICES	DOL	0	1	
4	109-11362	QUALITY ADJUSTMENTS, FAILURE TO MAINTAIN TEMPORARY EROSION AND S	DOL	0	1	
5	201-52370	CLEARING RIGHT OF WAY	LS	1	18500	18500
6	203-02070	BORROW	CYS	255	35	8925
7	203-08607	LINEAR GRADING	LFT	941	33.75	31758.75
8	211-09266	STRUCTURE BACKFILL, TYPE 3	CYS	3	165	495
9	303-01180	COMPACTED AGGREGATE NO 53	TON	352	46.7	16438.4
10	304-12624	HMA PATCHING, PARTIAL DEPTH, TYPE B	TON	28	280	7840
11	305-07464	PCC BASE PATCHING, 9 IN	SYS	270	85	22950
12	401-10258	JOINT ADHESIVE, SURFACE	LFT	1050	4	4200
14	401-07321	HMA, 2, 58S, SURFACE, 9.5 mm (Modified)	TON	40	195	7800
15	401-07390	HMA, 2, 58S, INTERMEDIATE, 19.0 mm (Modified)	TON	54	175	9450
13	402-05497	HMA SPEED CUSHION, 12FT	EACH	14	4440	62160
16	406-05521	ASPHALT FOR TACK COAT	SYS	337	3	1011
17	604-04452	LIMESTONE	CFT	36	155	5580
18	604-06070	SIDEWALK, CONCRETE	SYS	210	100	21000
19	604-08086	CURB RAMP, CONCRETE	SYS	86	215	18490
20	604-12083	DETECTABLE WARNING SURFACES	SYS	22	695	15290
21	605-06120	CURB, CONCRETE	LFT	452	68	30736
22	605-06140	CURB AND GUTTER, CONCRETE	LFT	670	38	25460
23	610-09108	PCCP FOR APPROACHES, 9 IN.	CYS	397	108	42876
24	611-08232	MAILBOX ASSEMBLY, SINGLE, RESET	EACH	1	360	360
25	618-04181	BICYCLE RACK	EACH	3	2100	6300
26	621-06570	TOPSOIL	CYS	133	86	11438
27	621-09867	MULCHED SEEDING, CITY CUSTOM MIX	SYS	1130	5	5650
28	622-05650	PLANT, DECIDUOUS TREE, SINGLE STEM, OVER 2 IN. TO 2.5 IN.	EACH	9	1020	9180
29	715-05119	PIPE, TYPE 1, CIRCULAR, DIAMETER 15 IN.	LFT	3	366	1098
30	720-07309	TRENCH DRAIN, INCLUDING CONCRETE TRENCH AND CASTINGS	LFT	146	270	39420
31	720-12798	CASTING, MANHOLE, ADJUST TO GRADE	EACH	9	600	5400
32	801-06775	MAINTAINING TRAFFIC	LS	1	25800	25800
33	802-05704	SIGN POST, SQUARE TYPE 2 UNREINFORCED ANCHOR BASE	LFT	352	32	11264
34	802-07060	SIGN, SHEET, RELOCATE	EACH	33	270	8910
35	802-09838	SIGN, SHEET, WITH LEGEND, 0.080 IN.	SFT	44	35	1540
36	804-06770	DELINEATOR POST	EACH	6	330	1980
37	808-02977	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, BIKE SYMBOL	EACH	24	320	7680
38	808-03439	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	LFT	184	9.5	1748
39	808-02979	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, SPEED HUMP MARKING	EACH	28	450	12600
40	808-06609	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, CHEVRON (PAIRS) WHITE	EACH	24	190	4560
41	808-06705	LINE, THERMOPLASTIC, SOLID, WHITE, 8 IN.	LFT	167	3	501
42	808-75245	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	LFT	1064	1.2	1276.8
43	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.	LFT	105	9.5	997.5
44	808-95933	CURB PAINTING, YELLOW	LFT	40	31.75	1270
		Total				549433.45



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

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

PART I

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

Date (month, day, year): December 2, 2024

1. Governmental Unit (Owner): City of Bloomington, Indiana
2. County : Monroe
3. Bidder (Firm): Crider & Crider, Inc.
Address: 1900 Liberty Drive
City/State/ZIPcode: Bloomington, Indiana 47403
4. Telephone Number: 812-336-4452
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 Longview Greenway
(Governmental Unit) in accordance with plans and specifications prepared by Etica Group, Inc.
_____ and dated 11/13/24 for the sum of
Five hundred forty-nine thousand four hundred thirty-three and 45100 \$ 549,433.45

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 this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: City of Bloomington, Indiana

Bidder (Firm) Crider & Crider, Inc.

Date (month, day, year): December 2, 2024

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
60,742,000.00	Road Construction	2021	INDOT
8,023,000.00	Site Work / Utilities	2023	Monroe County Community School Corp
5,741,000.00	Site Work / Utilities	2021	City of Bloomington
2,554,000.00	Road Construction	2023	INDOT

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
173,998,000.00	Road Construction	2024	INDOT
95,292,000.00	Road Construction	2024	IndyGo
4,091,000.00	Site Work / Utilities	2025	Westfield Washington Schools
2,748,000.00	Site Work / Utilities	2024	Town of Plainfield



Board of Public Works Staff Report

Project/Event: Project Contract Award -Thornton-Arden
Greenway/Washington Traffic Calming

Petitioner/Representative: Engineering Department

Staff Representative: Jason Kerr

Date: December 3rd, 2024

Report: The project will install traffic calming on the Thornton-Arden Greenway and South Washington Street. This project shall include, but is not limited to, the installation of asphalt speed cushions and speed humps, concrete curbs, curb ramps, pavement markings, signs, patching, and restoration of areas with topsoil and sodding. This project runs from Thornton along Arden to High St. This also runs along S Washington from 1st St to Grimes. This project will have lane closures throughout for work to be accomplished. Engineering recommends that BPW award this project to E&B Paving. E&B Paving was the lowest responsive and responsible bidder. The bid from E&B Paving is in the amount of \$308,925.00.

Bids:

E & B Paving \$308,925.00

Milestone Contractors, LP \$320,254.85

City of Bloomington Contract and Purchase Justification Form

Vendor: E&B Paving

Contract Amount: \$308,925.00

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 Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☐

Not Applicable (NA)

☒

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes No

of Submittals: N/A

Yes No

Was the lowest cost selected? (If no, please state below why it was not.)

☒☐

Met city requirements?

☒☐

Met item or need requirements?

☒☐

Was an evaluation team used?

☐☒

Was scoring grid used?

☐☒

Were vendor presentations requested?

☐☒

This is for the awarding of the bid for the Thornton-Arden Greenway/Washington Traffic Calming Project to E&B Paving.

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

Contract Price \$308,925.00

Jason Kerr

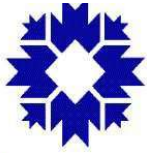
Project Manager

Engineering

Print/Type Name

Print/Type Title

Department



CONTRACT COVER MEMORANDUM

TO: Office of the Mayor
FROM: Engineering Department
DATE: December 3rd, 2024
RE: Project Contract Award, Thornton-Arden Greenway/Washington Traffic Calming

Contract Recipient/Vendor Name:	E&B Paving
Department Head Initials of Approval:	Andrew Cibor
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Jason Kerr
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	
Due Date For Signature:	
Expiration Date of Contract:	Estimated December 2026
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	Contract Amount: \$308,925.00
Funding Source:	
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract: The project will install traffic calming on the Thornton-Arden Greenway and South Washington Street. This project shall include, but is not limited to, the installation of asphalt speed cushions and speed humps, concrete curbs, curb ramps, pavement markings, signs, patching, and restoration of areas with topsoil and sodding. This project will have lane closures throughout for work to be accomplished. Engineering recommends that BPW award this project to E&B Paving. E&B Paving was the lowest responsive and responsible bidder. The bid from E&B Paving is in the amount of \$308,925.00.

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

ENGINEERING DEPARTMENT

AND

CONTRACTOR

FOR

THORNTON-ARDEN GREENWAY/WASHINGTON TRAFFIC CONTROL

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for installation of asphalt speed cushions and speed humps, concrete curbs, curb ramps, pavement markings, signs, patching, and restoration of areas with topsoil and sodding at various locations within the City of Bloomington, as further depicted in the plans. (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

1.01 This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 516-13 *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.

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

ARTICLE 4. RETAINAGE

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

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

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

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

4.05 Payment of Escrow Amount The escrow agent shall hold the escrowed principal and income until receipt of the notice from Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of Owner, at which time Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to

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

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

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

5.04.02 In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope

of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above. **5.05 Insurance**

5.05.01

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

<u>Coverage</u>	<u>Limit</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. 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	
Computer Attack Limit (Annual Aggregate)	\$1,000,000
Sublimit (Per Occurrence) for Cyber Extortion	\$100,000
Computer Attack and Cyber Extortion deductible (per occurrence)	\$10,000
G. Network Security Liability	
Limit (Annual Aggregate)	\$1,000,000
Deductible (per occurrence)	\$10,000
H. Electronic Media Liability	
Limit (Annual Aggregate)	\$1,000,000
Deductible (Per Occurrence)	\$10,000
I. Fraudulent Impersonator Coverage	
Limit (Annual Aggregate)	\$250,000
Deductible (Per Occurrence)	\$5,000

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and Independent

Contractors.

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

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

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

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

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

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

5.11 Amendments/Changes

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

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

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he or she shall file written notice with CITY no later than twenty (20) calendar days

after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

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

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees’ Immigration Status

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

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

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

5.19 Drug Testing Plan

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

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

DATE: _____

City of Bloomington

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Elizabeth Karon, Vice President

Printed Name

James Roach, Secretary

Title of Contractor Representative

Kerry Thomson, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

THORNTON-ARDEN GREENWAY/WASHINGTON TRAFFIC CONTROL

This project shall include, but is not limited to work on multiple streets of the Thornton/Arden Greenway route connecting from the intersection of Hillside Drive at Olive Street to the intersection of High Street at Arden Drive. Work shall also take place on Washington Street between 1st Street and Grimes Lane. Work shall include, but is not limited to, the installation of asphalt speed cushions and speed humps, concrete curb and curb ramps, pavement markings, signs, incidental patching, and restoration of areas with topsoil and sodding.

ATTACHMENT 'B'

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

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

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

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

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

Method of Compliance (Specify) _____

Date: _____, 20____

Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

Commission #: _____

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

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

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

Signature

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 'D'

COMPLIANCE AFFIDAVIT REGARDING INDIANA CODE CHAPTER 4-13-18 DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA

)

) SS:

COUNTY OF _____)

AFFIDAVIT The

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

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

Signature

Printed Name

STATE OF INDIANA

)

)SS:

COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

My Commission #: _____

ATTACHMENT 'E'

"Unit Prices"

Line Item	Item	Description	Units	Quantity	Unit Cost	Total
1	105-06845	CONSTRUCTION ENGINEERING	LS	1	5500	5500
2	110-01001	MOBILIZATION AND DEMOBILIZATION	LS	1	36487.93	36487.93
3	109-08443	QUALITY ADJUSTMENTS, TEMPORARY TRAFFIC CONTROL DEVICES	DOL	0	1	
4	109-11362	QUALITY ADJUSTMENTS, FAILURE TO MAINTAIN TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES	DOL	0	1	
5	201-52370	CLEARING RIGHT-OF-WAY	LS	1	10000	10000
6	301-12234	COMPACTED AGGREGATE, NO. 53	CYS	70	95	6650
7	305-07464	PCC BASE PATCHING, 9 IN.	SYS	21	110	2310
8	401-07321	HMA, 2, 58S, SURFACE, 9.5 mm (Modified)	TON	4	399	1596
9	401-10258	JOINT ADHESIVE, SURFACE	LFT	1058	3.5	3703
10	401-11785	LIQUID ASPHALT SEALANT	LFT	77	3.5	269.5
11	402-05497	HMA SPEED CUSHION, 12FT	EACH	11	4125	45375
12	402-05498	HMA SPEED HUMP, 14FT	EACH	14	4225	59150
13	406-05520	ASPHALT FOR TACK COAT	TON	1	650	650
14	604-06070	SIDEWALK, CONCRETE	SYS	32	200	6400
15	604-08086	CURB RAMP, CONCRETE	SYS	36	450	16200
16	604-12083	DETECTABLE WARNING SURFACES	SYS	6	550	3300
17	605-06120	CURB, CONCRETE	LFT	75	111	8325
18	605-06140	CURB AND GUTTER, CONCRETE	LFT	106	112	11872
19	621-06570	TOPSOIL	CYS	49	90	4410
20	621-06575	SODDING, NURSERY	SYS	79	80	6320
21	801-06775	MAINTAINING TRAFFIC	LS	1	35000	35000
22	802-05704	SIGN POST, SQUARE, TYPE 2, UNREINFORCED ANCHOR BASE	LFT	278	22.5	6255
23	802-07058	SIGN, SHEET ASSEMBLY, RELOCATE	EACH	4	500	2000
24	802-07059	SIGN, SHEET, AND SUPPORTS, REMOVE	EACH	5	275	1375
25	802-09838	SIGN, SHEET, WITH LEGEND, 0.080 IN. THICKNESS	SFT	169	40	6760
26	808-02977	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, BIKE SYMBOL	EACH	35	295	10325
27	808-06609	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, CHEVRON (PAIRS) WHITE	EACH	35	200	7000
28	808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	LFT	154	0.98	150.92
29	808-75215	LINE, THERMOPLASTIC, SOLID, WHITE, 12 IN.	LFT	144	2.95	424.8
30	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.	LFT	135	5.95	803.25
31	808-75300	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 6 IN.	LFT	54	1.45	78.3
32	808-02979	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, SPEED HUMP MARKING	EACH	43	225	9675
33	808-95932	CURB, PAINTING, GRAY	LFT	40	5.95	238
34	808-95933	CURB, PAINTING, YELLOW	LFT	54	5.95	321.3
		Total				\$ 308,925.00



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

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

PART I

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

Date (month, day, year): 12/02/24

1. Governmental Unit (Owner): Board of Public Works for the City of Bloomington Indiana

2. County : Monroe

3. Bidder (Firm): E & B Paving, LLC

Address: 2520 W. Industrial Park Drive

City/State/ZIPcode: Bloomington, IN 47404

4. Telephone Number: 812-334-7940

5. Agent of Bidder (if applicable): Garrett Gough

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Thornton-Arden Greenway/Washington Traffic Calming

(Governmental Unit) in accordance with plans and specifications prepared by Board of Public Works for the City of Bloomington

and dated 11/14/24 for the sum of

Three hundred eight thousand nine hundred twenty five dollars \$ 308,925.00

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 this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: Board of Public Works for the City of Bloomington Indiana

Bidder (Firm) E & B Paving, LLC

Date (month, day, year): 12/02/24

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
14,229,922.00	Patch & Rehab	2020	RS-39090-B Patch & Rehab I-69
2,660,660.45	Road Resurface	2020	RS-40072-A SR 45 Monroe Co.
5,093,766.44	HMA Placement & Concrete	2021	R-33541 I-69 3.1 HMA & Concrete
3,721,333.57	Road Resurface	2021	R-41163-A SR 57 Resurface

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
3,641,742.08	Road Reconstruction	2022	R-39933 SR 56/61 Pike County
6,542,542.00	Road Reconstruction	2022	R-39366-ASR 42 Mooresville
26,725,142.00	Road Reconstruction	2020	INDOT B-33539 US 41
4,847,135.00	Road Reconstruction	2022	RS-40939-A SR 135 Resurface



Board of Public Works Claim Register

Invoice Date Range 11/23/24 - 12/06/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 43430 - Animal Adoption Fees										
Kayde Brooke	BROOKE-111524	01-refund adoption fee-canine/rabbies vac-11/15/24	Paid by Check # 79431		11/26/2024	11/26/2024	12/06/2024		12/06/2024	100.00
Linda Gearhart	GEARHART-110224	01-refund adoption fee-canine/rabbies vac-11/2/24	Paid by Check # 79433		11/26/2024	11/26/2024	12/06/2024		12/06/2024	100.00
Allyson Sena	SENA-111424	01-refund adoption fee-canine-11/14/24	Paid by Check # 79435		11/26/2024	11/26/2024	12/06/2024		12/06/2024	100.00
Maxwell Senter	SENER-11172024	01-refund adoption fee-canine-11/17/24	Paid by Check # 79436		11/26/2024	11/26/2024	12/06/2024		12/06/2024	100.00
Account 43430 - Animal Adoption Fees Totals									Invoice Transactions 4	\$400.00
Account 52210 - Institutional Supplies										
313 - Fastenal Company	INBLM236954	01-Ear Plugs	Paid by EFT # 62745		11/26/2024	11/26/2024	12/06/2024		12/06/2024	21.44
313 - Fastenal Company	INBLM235438	01-Sheet towels	Paid by EFT # 62745		11/26/2024	11/26/2024	12/06/2024		12/06/2024	49.63
3929 - IDEXX Laboratories, INC	3162606591	01-Parvo Test Kits-SNAP Parvo test (4)	Paid by EFT # 62773		11/26/2024	11/26/2024	12/06/2024		12/06/2024	128.00
Account 52210 - Institutional Supplies Totals									Invoice Transactions 3	\$199.07
Account 53130 - Medical										
54639 - Shake Veterinary Services, INC (Town & Country Vet	8763	01-spay/neuter surgeries -8/20/24	Paid by EFT # 62876		11/26/2024	11/26/2024	12/06/2024		12/06/2024	220.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	9011	01-spay/neuter surgeries -8/27/24	Paid by EFT # 62876		11/26/2024	11/26/2024	12/06/2024		12/06/2024	330.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	8524	01-spay/neuter surgeries -8/13/24	Paid by EFT # 62876		11/26/2024	11/26/2024	12/06/2024		12/06/2024	330.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	10626	01-spay/neuter surgeries -10/15/24	Paid by EFT # 62876		11/26/2024	11/26/2024	12/06/2024		12/06/2024	1,156.78
Account 53130 - Medical Totals									Invoice Transactions 4	\$2,036.78
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872897487801124	06-cell phone chgs 10/12-11/11/24-Inv. 287289748780X11192024	Paid by Check # 79382		11/27/2024	11/27/2024	11/27/2024		11/27/2024	250.30
13969 - AT&T Mobility II, LLC	2872974211321124	06-cell phone chgs 10/12-11/11/24-Inv. 287297421132X11192024	Paid by Check # 79384		11/27/2024	11/27/2024	11/27/2024		11/27/2024	41.07
Account 53210 - Telephone Totals									Invoice Transactions 2	\$291.37



Board of Public Works Claim Register

Invoice Date Range 11/23/24 - 12/06/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 53230 - Travel										
9554 - Brianna Kishel	EUTHTRAIN-10.24'	01-Per Diem Euthanasia Training-Ft Wayne-10/27-10/29	Paid by EFT # 62796		11/26/2024	11/26/2024	12/06/2024		12/06/2024	133.00
					Account 53230 - Travel Totals			Invoice Transactions 1		\$133.00
Account 53310 - Printing										
8002 - Safeguard Business Systems, INC	9006178364	01-ACO Door Notices, Adoption Labels	Paid by EFT # 62872		11/26/2024	11/26/2024	12/06/2024		12/06/2024	326.85
8002 - Safeguard Business Systems, INC	9006252422	01-ACO Door Notices, Adoption Labels	Paid by EFT # 62872		11/26/2024	11/26/2024	12/06/2024		12/06/2024	523.86
					Account 53310 - Printing Totals			Invoice Transactions 2		\$850.71
Account 53510 - Electrical Services										
223 - Duke Energy	19-11.21.24-FAC	19-Fac Summary Elec Billing-09/25/24-11/01/2024	Paid by Check # 79392		11/27/2024	11/27/2024	11/27/2024		11/27/2024	1,251.36
223 - Duke Energy	19-11.21.24-FACA	19-Fac Summary Elec Billing-10/02/24-11/01/2024	Edit		12/04/2024	12/04/2024	12/04/2024			23.75
					Account 53510 - Electrical Services Totals			Invoice Transactions 2		\$1,275.11
Account 53960 - Grants										
2370 - WildCare, INC	GRANT-2024	01-Annual Grant for Wildlife Rehab Services 2024	Paid by EFT # 62928		11/26/2024	11/26/2024	12/06/2024		12/06/2024	3,900.00
					Account 53960 - Grants Totals			Invoice Transactions 1		\$3,900.00
Account 53990 - Other Services and Charges										
231 - IU Health OCC Health Services	00163069-00	01-Hearing tests 10/08/24 - 10/10/24	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	592.00
					Account 53990 - Other Services and Charges Totals			Invoice Transactions 1		\$592.00
					Program 010000 - Main Totals			Invoice Transactions 20		\$9,678.04
Program 010001 - Donations Over \$5K										
Account 53130 - Medical										
6529 - BloomingPaws, LLC	727415	01-Bandage change-Athena-11/6/24	Paid by EFT # 62691		11/26/2024	11/26/2024	12/06/2024		12/06/2024	36.00
6529 - BloomingPaws, LLC	727202	01-Bandage change-Athena-11/1/24	Paid by EFT # 62691		11/26/2024	11/26/2024	12/06/2024		12/06/2024	44.00
6529 - BloomingPaws, LLC	727125	01-Heartworm Treatment-Merlin	Paid by EFT # 62691		11/26/2024	11/26/2024	12/06/2024		12/06/2024	183.90
6529 - BloomingPaws, LLC	727338	01-Heartworm Treatment-Mavis	Paid by EFT # 62691		11/26/2024	11/26/2024	12/06/2024		12/06/2024	234.28



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Fund 101 - General Fund (S0101)										
Department 01 - Animal Shelter										
Program 010001 - Donations Over \$5K										
Account 53130 - Medical										
9004 - Public Vet Services INC	103024	01-spay/neuter surgeries -Cat (27), Dog (9)	Paid by EFT # 62856		11/26/2024	11/26/2024	12/06/2024		12/06/2024	3,780.00
Account 53130 - Medical Totals							Invoice Transactions	5		\$4,278.18
Program 010001 - Donations Over \$5K Totals							Invoice Transactions	5		\$4,278.18
Department 01 - Animal Shelter Totals							Invoice Transactions	25		\$13,956.22
Department 02 - Public Works										
Program 020000 - Main										
Account 46060 - Other Violations										
Katie Hoag	HOAG-111424	26-Customer paid parkmobile, but still received & paid ticket	Paid by Check # 79434		11/26/2024	11/26/2024	12/06/2024		12/06/2024	30.00
Account 46060 - Other Violations Totals							Invoice Transactions	1		\$30.00
Account 52420 - Other Supplies										
6222 - Apple, INC	MB32445794	02-2 iPads and & AppleCare+ for Street staff	Paid by EFT # 62672		11/26/2024	11/26/2024	12/06/2024		12/06/2024	1,376.00
8613 - Crane's Leather & Shoe Shop, INC	8100	02-Winter weather gear and safety shoes for T Morrison	Paid by EFT # 62723		11/26/2024	11/26/2024	12/06/2024		12/06/2024	400.00
8613 - Crane's Leather & Shoe Shop, INC	8101	02-Winter weather gear and safety shoes for M Courter	Paid by EFT # 62723		11/26/2024	11/26/2024	12/06/2024		12/06/2024	397.95
8613 - Crane's Leather & Shoe Shop, INC	8102	02-Winter weather gear and safety shoes for S French	Paid by EFT # 62723		11/26/2024	11/26/2024	12/06/2024		12/06/2024	395.35
8613 - Crane's Leather & Shoe Shop, INC	8103	02-Winter weather gear and safety shoes for R Chambers	Paid by EFT # 62723		11/26/2024	11/26/2024	12/06/2024		12/06/2024	400.00
8613 - Crane's Leather & Shoe Shop, INC	8104	02-Winter weather gear and safety shoes for J Banks	Paid by EFT # 62723		11/26/2024	11/26/2024	12/06/2024		12/06/2024	400.00
8613 - Crane's Leather & Shoe Shop, INC	8105	02-Winter weather gear and safety shoes for T Brown	Paid by EFT # 62723		11/26/2024	11/26/2024	12/06/2024		12/06/2024	398.50
8613 - Crane's Leather & Shoe Shop, INC	8106	02-Winter weather gear and safety shoes for K. FulFord	Paid by EFT # 62723		11/26/2024	11/26/2024	12/06/2024		12/06/2024	400.00



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Fund 101 - General Fund (S0101)										
Department 02 - Public Works										
Program 020000 - Main										
Account 52420 - Other Supplies										
8613 - Crane's Leather & Shoe Shop, INC	8107	02-safety shoes for B Banks (10D)-11/14/24	Paid by EFT # 62723		11/26/2024	11/26/2024	12/06/2024		12/06/2024	100.00
8613 - Crane's Leather & Shoe Shop, INC	8108	02-Winter weather gear and safety shoes for B Elkins	Paid by EFT # 62723		11/26/2024	11/26/2024	12/06/2024		12/06/2024	400.00
8613 - Crane's Leather & Shoe Shop, INC	8109	02-Winter weather gear and safety shoes for D Baugh	Paid by EFT # 62723		11/26/2024	11/26/2024	12/06/2024		12/06/2024	400.00
8613 - Crane's Leather & Shoe Shop, INC	8110	02-safety shoes for L Blair (9.5D)-11/14/24	Paid by EFT # 62723		11/26/2024	11/26/2024	12/06/2024		12/06/2024	100.00
8613 - Crane's Leather & Shoe Shop, INC	8112	02-Winter weather gear and safety shoes for L Armes	Paid by EFT # 62723		11/26/2024	11/26/2024	12/06/2024		12/06/2024	400.00
8613 - Crane's Leather & Shoe Shop, INC	8113	02-safety shoes for D Brown (14D)-11/15/24	Paid by EFT # 62723		11/26/2024	11/26/2024	12/06/2024		12/06/2024	100.00
8613 - Crane's Leather & Shoe Shop, INC	8111	02-Winter weather gear and safety shoes for B Porter	Paid by EFT # 62723		11/26/2024	11/26/2024	12/06/2024		12/06/2024	400.00
8658 - Kleindorfer's Hardware LLC	764575	02-Lawn & Leaf Bags for Leaf Collection-1 pallet	Paid by EFT # 62797		11/26/2024	11/26/2024	12/06/2024		12/06/2024	1,440.00
1548 - Safety Shoe Distributors, INC	I200-21099860	02-Winter weather gear-Morrow/Wolford/Fields/Dodson/McIntire	Paid by EFT # 62873		11/26/2024	11/26/2024	12/06/2024		12/06/2024	1,997.61
Account 52420 - Other Supplies Totals								Invoice Transactions	17	\$9,505.41
Account 53160 - Instruction										
4498 - American Public Works Association	000862524	02-2nd Installment of Accreditation Agreement Fee	Paid by Check # 79401		11/26/2024	11/26/2024	12/06/2024		12/06/2024	6,425.00
Account 53160 - Instruction Totals								Invoice Transactions	1	\$6,425.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872897487801124	06-cell phone chgs 10/12-11/11/24-Inv. 287289748780X11192024	Paid by Check # 79382		11/27/2024	11/27/2024	11/27/2024		11/27/2024	106.08
Account 53210 - Telephone Totals								Invoice Transactions	1	\$106.08
Account 53910 - Dues and Subscriptions										
4498 - American Public Works Association	000855138	02 - PW Annual Group Membership Dues 2025	Paid by Check # 79401		11/26/2024	11/26/2024	12/06/2024		12/06/2024	2,384.00
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions	1	\$2,384.00



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Fund 101 - General Fund (S0101)										
Department 02 - Public Works										
Program 020000 - Main										
Account 53990 - Other Services and Charges										
7239 - Azteca Systems Holdings, LLC	INV9360	02-Cityworks API Application Asset Mgmt Software at Street	Paid by EFT # 62677		11/26/2024	11/26/2024	12/06/2024		12/06/2024	2,999.32
3892 - Midwest Color Printing, INC	INV-21559PW	02-250 Business Cards-Christina Smith	Paid by EFT # 62819		11/26/2024	11/26/2024	12/06/2024		12/06/2024	75.41
Account 53990 - Other Services and Charges Totals							Invoice Transactions	2		\$3,074.73
Program 020000 - Main Totals							Invoice Transactions	23		\$21,525.22
Department 02 - Public Works Totals							Invoice Transactions	23		\$21,525.22
Department 03 - City Clerk										
Program 030000 - Main										
Account 52410 - Books										
843 - A.E. Boyce Company, INC	INV112871	03-Minute book sheets (1,000)	Paid by EFT # 62663		11/26/2024	11/26/2024	12/06/2024		12/06/2024	311.64
Account 52410 - Books Totals							Invoice Transactions	1		\$311.64
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321124	06-cell phone chgs 10/12-11/11/24-Inv. 287297421132X111920 24	Paid by Check # 79384		11/27/2024	11/27/2024	11/27/2024		11/27/2024	164.28
Account 53210 - Telephone Totals							Invoice Transactions	1		\$164.28
Program 030000 - Main Totals							Invoice Transactions	2		\$475.92
Department 03 - City Clerk Totals							Invoice Transactions	2		\$475.92
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 52110 - Office Supplies										
6530 - Office Depot, INC	391680171001	04-Yellow Highlighters	Paid by EFT # 62839		11/26/2024	11/26/2024	12/06/2024		12/06/2024	2.04
Account 52110 - Office Supplies Totals							Invoice Transactions	1		\$2.04
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1JHG-3FKX-37V1	04-Anti-Fatigue Floor Mat	Paid by EFT # 62667		11/26/2024	11/26/2024	12/06/2024		12/06/2024	36.76
4443 - The Sherwin Williams Company	8485-7	04-Paint Supplies-Duke Mural- tray liners, rollers, brushes	Paid by EFT # 62905		11/26/2024	11/26/2024	12/06/2024		12/06/2024	261.11
4443 - The Sherwin Williams Company	8486-5	04-Paint Supplies-Duke Mural-paint-29 gallons	Paid by EFT # 62905		11/26/2024	11/26/2024	12/06/2024		12/06/2024	1,819.72
4443 - The Sherwin Williams Company	8489-9	04-Paint Supplies-Duke Mural-5 gal pails, rollers	Paid by EFT # 62905		11/26/2024	11/26/2024	12/06/2024		12/06/2024	69.22
Account 52420 - Other Supplies Totals							Invoice Transactions	4		\$2,186.81



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Fund 101 - General Fund (S0101)										
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 53160 - Instruction										
517 - Indiana Economic Development Association, INC	09680	04-2024 IEDA Annual Conference - Jane Kupersmith	Paid by EFT # 62774		11/26/2024	11/26/2024	12/06/2024		12/06/2024	325.00
					Account 53160 - Instruction Totals			Invoice Transactions 1		<hr/> \$325.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321124	06-cell phone chgs 10/12-11/11/24-Inv. 287297421132X11192024	Paid by Check # 79384		11/27/2024	11/27/2024	11/27/2024		11/27/2024	82.14
					Account 53210 - Telephone Totals			Invoice Transactions 1		<hr/> \$82.14
Account 53320 - Advertising										
8706 - Elizabeth Garrett	2024106	04-Event Photography for 4 events-7/12, 10/12, 10/22 & 11/6	Paid by EFT # 62752		11/26/2024	11/26/2024	12/06/2024		12/06/2024	1,750.00
					Account 53320 - Advertising Totals			Invoice Transactions 1		<hr/> \$1,750.00
Account 53910 - Dues and Subscriptions										
517 - Indiana Economic Development Association, INC	09933	04-Annual Membership Dues-Kupersmith-11/17/24-01/01/26	Paid by EFT # 62774		11/26/2024	11/26/2024	12/06/2024		12/06/2024	295.00
					Account 53910 - Dues and Subscriptions Totals			Invoice Transactions 1		<hr/> \$295.00
Account 53940 - Temporary Contractual Employee										
203 - INDIANA UNIVERSITY	94966318	04-McKinney Climate Fellow Fall Internship Fee (Anurag Bhat)	Paid by Check # 79410		11/26/2024	11/26/2024	12/06/2024		12/06/2024	1,100.00
					Account 53940 - Temporary Contractual Employee Totals			Invoice Transactions 1		<hr/> \$1,100.00
Account 53960 - Grants										
1051 - Bloomington Economic Development Corp	SPONSRSH-24'	04-2024 Annual Sponsorship Grant	Paid by EFT # 62692		11/26/2024	11/26/2024	12/06/2024		12/06/2024	43,250.00
3621 - Indiana Limestone Symposium INC	BACGRANT-2024	04-2024 BAC Operations Grant	Paid by EFT # 62775		11/26/2024	11/26/2024	12/06/2024		12/06/2024	1,000.00
					Account 53960 - Grants Totals			Invoice Transactions 2		<hr/> \$44,250.00
Account 53970 - Mayor's Promotion of Business										
7545 - Big Boy's Moving LLC (BBM Services)	3435	04-Prime painting-7th & Waldron roundabout for art prep-10/14/24	Paid by EFT # 62686		11/26/2024	11/26/2024	12/06/2024		12/06/2024	450.00
8279 - Diego Rafael Cruz Manansala	0016	04-Duke Mural Artist Work Completed-November 2024	Paid by EFT # 62810		11/26/2024	11/26/2024	12/06/2024		12/06/2024	4,500.00



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Fund 101 - General Fund (S0101)										
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 53970 - Mayor's Promotion of Business										
9528 - Gabriel Peoples	5001	04-DJ Event Services for Artist Party 10/22/24	Paid by EFT # 62848		11/26/2024	11/26/2024	12/06/2024		12/06/2024	500.00
13706 - Sunbelt Rentals, INC	159742183-0002	04-Barricades (12) & Signs (8)-Art-Roundabout-10/21-11/17/24	Paid by EFT # 62895		11/26/2024	11/26/2024	12/06/2024		12/06/2024	674.85
7620 - Erin Marie Tobey	2416	04-Near West Side Roundabout Murals-labor/mat-10/31	Paid by EFT # 62911		11/26/2024	11/26/2024	12/06/2024		12/06/2024	462.14
7620 - Erin Marie Tobey	2419	04-Near West Side Roundabout Murals PAINT 10/31/24	Paid by EFT # 62911		11/26/2024	11/26/2024	12/06/2024		12/06/2024	333.86
2902 - WFHB Bloomington Community Radio, INC	20161171	04- Reimbursement for Graffiti Clean Up-11/18/24	Paid by EFT # 62927		11/26/2024	11/26/2024	12/06/2024		12/06/2024	200.00
Account 53970 - Mayor's Promotion of Business Totals							Invoice Transactions 7		<div></div> \$7,120.85	
Account 53990 - Other Services and Charges										
7532 - Christina Elem	022	04-Consulting Services for public art 10/01/24-10/29/24	Paid by EFT # 62740		11/26/2024	11/26/2024	12/06/2024		12/06/2024	672.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1		<div></div> \$672.00	
Program 040000 - Main Totals							Invoice Transactions 20		<div></div> \$57,783.84	
Program 04CRED - ESD CRED										
Account 53960 - Grants										
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	20488	04-Go Hoosiers T-Shirts for Go Bloomington Promo 12,000 at \$9.69	Paid by EFT # 62661		11/26/2024	11/26/2024	12/06/2024		12/06/2024	11,628.00
7545 - Big Boy's Moving LLC (BBM Services)	3436	04- lift operation for artist painting-Duke wall-9/20 & 9/23	Paid by EFT # 62686		11/26/2024	11/26/2024	12/06/2024		12/06/2024	455.00
7545 - Big Boy's Moving LLC (BBM Services)	3452	04-lift operation for artist painting-Duke wall-10/16-10/25	Paid by EFT # 62686		11/26/2024	11/26/2024	12/06/2024		12/06/2024	828.85
7545 - Big Boy's Moving LLC (BBM Services)	3460	04-lift operation for artist painting-10/27 & 10/30/24	Paid by EFT # 62686		11/26/2024	11/26/2024	12/06/2024		12/06/2024	1,044.80
7545 - Big Boy's Moving LLC (BBM Services)	3477	04-Lift Operations for Duke Mural-11/1-11/6/24	Paid by EFT # 62686		11/26/2024	11/26/2024	12/06/2024		12/06/2024	2,002.50



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Fund 101 - General Fund (S0101)										
Department 04 - Economic & Sustainable Dev										
Program 04CRED - ESD CRED										
Account 53960 - Grants										
321 - Harrell Fish, INC (HFI)	ZW18870	04- Compressor replacement & other repairs - Waldron	Paid by EFT # 62764		11/26/2024	11/26/2024	12/06/2024		12/06/2024	7,100.00
3404 - J.R. Watkins & Family, INC (Signs Now-Abracadabra)	16985	04-2 Signs and Voucher Printing for Go Bloomington	Paid by EFT # 62785		11/26/2024	11/26/2024	12/06/2024		12/06/2024	80.00
3404 - J.R. Watkins & Family, INC (Signs Now-Abracadabra)	16986	04-1,000 business card vouchers for Go Bloomington	Paid by EFT # 62785		11/26/2024	11/26/2024	12/06/2024		12/06/2024	76.00
3404 - J.R. Watkins & Family, INC (Signs Now-Abracadabra)	16983	04-2 Signs and Voucher Printing for Go Bloomington	Paid by EFT # 62785		11/26/2024	11/26/2024	12/06/2024		12/06/2024	80.00
8279 - Diego Rafael Cruz Manansala	202411	04-Breakdown & Sanitize Art Covers- Parklet Art Covers	Paid by EFT # 62810		11/26/2024	11/26/2024	12/06/2024		12/06/2024	1,500.00
8489 - MPI Solar, LLC	1325	04-SEEL 2024-Walnut Builders LLC-install solar PV system-10/28	Paid by EFT # 62826		11/26/2024	11/26/2024	12/06/2024		12/06/2024	25,000.00
8489 - MPI Solar, LLC	1326	04-SEEL 2024-Juan Carlos Carrasquel-install Solar PV sys-10/28	Paid by EFT # 62826		11/26/2024	11/26/2024	12/06/2024		12/06/2024	25,000.00
13706 - Sunbelt Rentals, INC	159402290-0003	04-80' art manLift w/JIB rental-Duke Mural-11/6-11/11/24	Paid by EFT # 62895		11/26/2024	11/26/2024	12/06/2024		12/06/2024	276.75
Account 53960 - Grants Totals							Invoice Transactions	13		\$75,071.90
Program 04CRED - ESD CRED Totals							Invoice Transactions	13		\$75,071.90
Department 04 - Economic & Sustainable Dev Totals							Invoice Transactions	33		\$132,855.74
Department 05 - Common Council										
Program 050000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321124	06-cell phone chgs 10/12-11/11/24-Inv. 287297421132X111920 24	Paid by Check # 79384		11/27/2024	11/27/2024	11/27/2024		11/27/2024	50.10
Account 53210 - Telephone Totals							Invoice Transactions	1		\$50.10
Program 050000 - Main Totals							Invoice Transactions	1		\$50.10
Department 05 - Common Council Totals							Invoice Transactions	1		\$50.10



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Fund 101 - General Fund (S0101)										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53170 - Mgt. Fee, Consultants, and Workshops										
50587 - Barnes & Thornburg LLP	3329097	06-Legal Serv-Sudberry Dev Proj-TIF Incentive-Sept 2024	Paid by EFT # 62682		11/26/2024	11/26/2024	12/06/2024		12/06/2024	5,349.50
50587 - Barnes & Thornburg LLP	3329098	06-ARPA compliance advice - Sept 2024	Paid by EFT # 62682		11/26/2024	11/26/2024	12/06/2024		12/06/2024	2,490.00
330 - Ice Miller, LLP	01-2297580	06-Legal serv-Federal & State Gov't Affairs-Lobbying-Oct 2024	Paid by EFT # 62772		11/26/2024	11/26/2024	12/06/2024		12/06/2024	17,500.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals							Invoice Transactions 3			\$25,339.50
Account 53320 - Advertising										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0006739938A	06-Public Notices-additional appropriations 10/1/24	Paid by EFT # 62751		11/26/2024	11/26/2024	12/06/2024		12/06/2024	17.50
Account 53320 - Advertising Totals							Invoice Transactions 1			\$17.50
Program 060000 - Main Totals							Invoice Transactions 4			\$25,357.00
Department 06 - Controller's Office Totals							Invoice Transactions 4			\$25,357.00
Department 07 - Engineering										
Program 070000 - Main										
Account 52430 - Uniforms and Tools										
798 - Winters Associates Promotional Products, INC	115507	07-Safety Coats with High Visibility-Project Managers (13)	Paid by EFT # 62932		11/26/2024	11/26/2024	12/06/2024		12/06/2024	2,080.00
Account 52430 - Uniforms and Tools Totals							Invoice Transactions 1			\$2,080.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321124	06-cell phone chgs 10/12-11/11/24-Inv. 287297421132X11192024	Paid by Check # 79384		11/27/2024	11/27/2024	11/27/2024		11/27/2024	934.16
Account 53210 - Telephone Totals							Invoice Transactions 1			\$934.16
Account 53240 - Freight / Other										
798 - Winters Associates Promotional Products, INC	115507	07-Safety Coats with High Visibility-Project Managers (13)	Paid by EFT # 62932		11/26/2024	11/26/2024	12/06/2024		12/06/2024	12.69
Account 53240 - Freight / Other Totals							Invoice Transactions 1			\$12.69
Account 53320 - Advertising										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0006740017	07-Legal Ad_Request for Bids N Dunn St Sidewalk Connection	Paid by EFT # 62751		11/26/2024	11/26/2024	12/06/2024		12/06/2024	220.40
Account 53320 - Advertising Totals							Invoice Transactions 1			\$220.40



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Fund 101 - General Fund (S0101)										
Department 07 - Engineering										
Program 070000 - Main										
Account 53990 - Other Services and Charges										
11272 - Patriot Engineering And Enviromental, INC	141689	07-Geotechnical Serv-COB On Call 2024-serv thru 10/31/24	Paid by EFT # 62844		11/26/2024	11/26/2024	12/06/2024		12/06/2024	3,212.50
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$3,212.50
Program 070000 - Main Totals							Invoice Transactions	5		\$6,459.75
Department 07 - Engineering Totals							Invoice Transactions	5		\$6,459.75
Department 09 - CFRD										
Program 090000 - Main										
Account 52110 - Office Supplies										
6530 - Office Depot, INC	388189477001	09-Office Supplies-Super Glue	Paid by EFT # 62839		11/26/2024	11/26/2024	12/06/2024		12/06/2024	5.69
6530 - Office Depot, INC	388189474001	09-Office Supplies-Elmer's Glue, New Scissors	Paid by EFT # 62839		11/26/2024	11/26/2024	12/06/2024		12/06/2024	25.06
Account 52110 - Office Supplies Totals							Invoice Transactions	2		\$30.75
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1MRK-KX6G-34KM	09-Department Event Supplies-12 oz Hot Cups, Roll of Raffle Tkt	Paid by EFT # 62667		11/26/2024	11/26/2024	12/06/2024		12/06/2024	45.79
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$45.79
Account 53160 - Instruction										
5954 - The Greater Bloomington Chamber Of Commerce, INC	152797	09-7 Tickets for CFRD Staff to BWIL Rise Together Event	Paid by EFT # 62903		11/26/2024	11/26/2024	12/06/2024		12/06/2024	140.00
Account 53160 - Instruction Totals							Invoice Transactions	1		\$140.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321124	06-cell phone chgs 10/12-11/11/24-Inv. 287297421132X111920 24	Paid by Check # 79384		11/27/2024	11/27/2024	11/27/2024		11/27/2024	164.28
Account 53210 - Telephone Totals							Invoice Transactions	1		\$164.28
Account 53640 - Hardware and Software Maintenance										
53442 - Paragon Micro, INC	S5178679A	09-Adobe Creative Cloud License Renew-3 Full Suites, 2 InDesign	Paid by EFT # 62843		11/26/2024	11/26/2024	12/06/2024		12/06/2024	4,591.95
Account 53640 - Hardware and Software Maintenance Totals							Invoice Transactions	1		\$4,591.95



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Fund 101 - General Fund (S0101)										
Department 09 - CFRD										
Program 090000 - Main										
Account 53910 - Dues and Subscriptions										
54182 - Sister Cities International	25013	09-Sister Cities 2025 Annual Membership Dues for Bloomington	Paid by EFT # 62881		11/26/2024	11/26/2024	12/06/2024		12/06/2024	810.00
Account 53910 - Dues and Subscriptions Totals										Invoice Transactions 1
										<u>\$810.00</u>
Account 53960 - Grants										
7033 - Courage to Change Sober Living, INC	VIOLREDGRAN T-24'	09-Violence Reduction Grant 2024-Various Housing-Related Costs	Paid by EFT # 62722		11/26/2024	11/26/2024	12/06/2024		12/06/2024	20,000.00
7528 - HealthNet INC	DTOGRANT-5.22.24	09-2024 DTO Grant for HealthNet Bloomington	Paid by EFT # 62767		11/26/2024	11/26/2024	12/06/2024		12/06/2024	43,034.00
3164 - New Hope Family Shelter, INC	VIOLREDGRAN T-24'	09-Violence Reduction Grant 2024-Emergency Hotel Stays	Paid by EFT # 62837		11/26/2024	11/26/2024	12/06/2024		12/06/2024	25,000.00
2942 - People & Animal Learning Services, INC	VIOLREDGRAN T-24'	09-Violence Reduction Grant 2024-Funding for EQUIPT Program	Paid by EFT # 62847		11/26/2024	11/26/2024	12/06/2024		12/06/2024	22,800.00
Account 53960 - Grants Totals										Invoice Transactions 4
										<u>\$110,834.00</u>
Program 090000 - Main Totals										Invoice Transactions 11
										<u>\$116,616.77</u>
Department 09 - CFRD Totals										Invoice Transactions 11
										<u>\$116,616.77</u>
Department 10 - Legal										
Program 100000 - Main										
Account 52110 - Office Supplies										
6530 - Office Depot, INC	394664141001	10- battery, usb drive post it pencil deskpad doorstop	Paid by EFT # 62839		11/26/2024	11/26/2024	12/06/2024		12/06/2024	115.03
Account 52110 - Office Supplies Totals										Invoice Transactions 1
										<u>\$115.03</u>
Account 53120 - Special Legal Services										
205 - City Of Bloomington	000436241	10-PC Reimb-Mo Co Rec-recording of waiver #2591 110824	Paid by Check # 79403		11/26/2024	11/26/2024	12/06/2024		12/06/2024	25.00
Account 53120 - Special Legal Services Totals										Invoice Transactions 1
										<u>\$25.00</u>
Account 53230 - Travel										
7152 - Larry D Allen	NABL-9.2024	10-Natl. Assoc. Bond Lawyers sem. hotel/milleage-Chicago 9/18-20	Paid by EFT # 62666		11/26/2024	11/26/2024	12/06/2024		12/06/2024	1,332.77
Account 53230 - Travel Totals										Invoice Transactions 1
										<u>\$1,332.77</u>



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Fund 101 - General Fund (S0101)										
Department 10 - Legal										
Program 100000 - Main										
Account 53990 - Other Services and Charges										
12604 - Howard D Bruce (Tabor/Bruce Architecture & Design, INC)	004-10.2.2024	10-Legal dept remodel plans -Sept 2024	Paid by EFT # 62703		11/26/2024	11/26/2024	12/06/2024		12/06/2024	5,458.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$5,458.00
Program 100000 - Main Totals								Invoice Transactions	4	\$6,930.80
Department 10 - Legal Totals								Invoice Transactions	4	\$6,930.80
Department 11 - Mayor's Office										
Program 110000 - Main										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	17HQ-XVFH-NVXK	11-Paper towels for Mayor's office	Paid by EFT # 62667		11/26/2024	11/26/2024	12/06/2024		12/06/2024	21.84
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1G9C-PK79-MHDF	11-Pens, Tissues, Paper Towels, Proclamation Holders	Paid by EFT # 62667		11/26/2024	11/26/2024	12/06/2024		12/06/2024	98.66
7149 - Namify, LLC	1398770	11-Name Tag for Grant Henry	Paid by EFT # 62832		11/26/2024	11/26/2024	12/06/2024		12/06/2024	17.15
Account 52110 - Office Supplies Totals								Invoice Transactions	3	\$137.65
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872874302161124	06-cell phone chgs 10/12-11/11/24-Inv. 287287430216X11192024	Paid by Check # 79381		11/27/2024	11/27/2024	11/27/2024		11/27/2024	83.23
Account 53210 - Telephone Totals								Invoice Transactions	1	\$83.23
Account 53230 - Travel										
9147 - Carolyn Thomson	INDYMTG-11.18.24	11-Parking Reimbursement for meeting in Indianapolis-11/18/24	Paid by EFT # 62909		11/26/2024	11/26/2024	12/06/2024		12/06/2024	35.00
Account 53230 - Travel Totals								Invoice Transactions	1	\$35.00
Account 53310 - Printing										
3892 - Midwest Color Printing, INC	INV-21602	11-Letterhead (250)	Paid by EFT # 62819		11/26/2024	11/26/2024	12/06/2024		12/06/2024	170.53
Account 53310 - Printing Totals								Invoice Transactions	1	\$170.53
Account 53990 - Other Services and Charges										
53442 - Paragon Micro, INC	S517867900TM	11-Adobe Creative Cloud Renewals for Desiree & Gretchen	Paid by EFT # 62843		11/26/2024	11/26/2024	12/06/2024		12/06/2024	2,363.98
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$2,363.98



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Fund 101 - General Fund (S0101)										
Department 11 - Mayor's Office										
Program 110000 - Main Totals								Invoice Transactions 7		\$2,790.39
Department 11 - Mayor's Office Totals								Invoice Transactions 7		\$2,790.39
Department 12 - Human Resources										
Program 120000 - Main										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1Q1N-HYKX- P4WP	12-S Allen Ergonomic Computer Mouse	Paid by EFT # 62667		11/26/2024	11/26/2024	12/06/2024		12/06/2024	39.83
Account 52420 - Other Supplies Totals								Invoice Transactions 1		\$39.83
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321 124	06-cell phone chgs 10/12-11/11/24-Inv. 287297421132X111920 24	Paid by Check # 79384		11/27/2024	11/27/2024	11/27/2024		11/27/2024	94.18
Account 53210 - Telephone Totals								Invoice Transactions 1		\$94.18
Account 53230 - Travel										
8799 - Stephen Anthony Johnson	DIVFAIR- 10.2024	12-hotel/per diem-CSU Recruiting Fair-Dayton, OH-10/16-10/18	Paid by EFT # 62790		11/26/2024	11/26/2024	12/06/2024		12/06/2024	543.85
Account 53230 - Travel Totals								Invoice Transactions 1		\$543.85
Account 53990 - Other Services and Charges										
818 - Everywhere Signs, LLC	62484	12-Hiring Campaign Signs (4)	Paid by EFT # 62744		11/26/2024	11/26/2024	12/06/2024		12/06/2024	125.00
9457 - Kelsey Pierce Gregory	004	12-Compensation and Classification Consultation 11/1/24- 11/14/24	Paid by EFT # 62792		11/26/2024	11/26/2024	11/29/2024		12/06/2024	1,375.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions 2		\$1,500.00
Program 120000 - Main Totals								Invoice Transactions 5		\$2,177.86
Department 12 - Human Resources Totals								Invoice Transactions 5		\$2,177.86
Department 13 - Planning										
Program 130000 - Main										
Account 42080 - F.H.W.A. Planning										
585 - Bloomington Public Transportation Corporation	MPOFY2025Q1	13-FY 2025 UPWP Q1- Real Estate Appraisals completed	Paid by EFT # 62695		11/26/2024	11/26/2024	12/06/2024		12/06/2024	27,080.00
199 - Monroe County Government	MPO-FY2025Q1	13-FY 2025 UPWP Q1 Infrastructure Management Systems	Paid by EFT # 62821		11/26/2024	11/26/2024	12/06/2024		12/06/2024	8,059.17
Account 42080 - F.H.W.A. Planning Totals								Invoice Transactions 2		\$35,139.17



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Fund 101 - General Fund (S0101)										
Department 13 - Planning										
Program 130000 - Main										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	19LQ-7D1N-1CQ1	13-Paper Towels, Batteries, Cleaning Spray for office use	Paid by EFT # 62667		11/26/2024	11/26/2024	12/06/2024		12/06/2024	22.63
Account 52110 - Office Supplies Totals									Invoice Transactions 1	\$22.63
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1CGG-PCYP-MKNG	13- TV Wall Mount for Jackie Scanlan's Office	Paid by EFT # 62667		11/26/2024	11/26/2024	12/06/2024		12/06/2024	24.99
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$24.99
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132124	06-cell phone chgs 10/12-11/11/24-Inv. 287297421132X111920 24	Paid by Check # 79384		11/27/2024	11/27/2024	11/27/2024		11/27/2024	369.63
Account 53210 - Telephone Totals									Invoice Transactions 1	\$369.63
Account 53990 - Other Services and Charges										
3663 - WSP USA, INC	40101963	07-Neighborhood Greenways 09/10/24-09/30/24	Paid by EFT # 62935		11/26/2024	11/26/2024	12/06/2024		12/06/2024	3,289.87
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$3,289.87
Program 130000 - Main Totals									Invoice Transactions 6	\$38,846.29
Department 13 - Planning Totals									Invoice Transactions 6	\$38,846.29
Department 16 - Sanitation										
Program 160000 - Main										
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	IN00805275	16 - Fire Alarm Repair service call-11/11/24	Paid by EFT # 62800		11/26/2024	11/26/2024	12/06/2024		12/06/2024	108.95
Account 53610 - Building Repairs Totals									Invoice Transactions 1	\$108.95
Program 160000 - Main Totals									Invoice Transactions 1	\$108.95
Department 16 - Sanitation Totals									Invoice Transactions 1	\$108.95
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 52310 - Building Materials and Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	13HF-CNXD-36VM	19 - 6 Inch Albalite Lens for Fleet	Paid by EFT # 62667		11/26/2024	11/26/2024	12/06/2024		12/06/2024	9.41
409 - Black Lumber Co. INC	590197	19- Edge tile for Facilities	Paid by EFT # 62688		11/26/2024	11/26/2024	12/06/2024		12/06/2024	62.99
395 - Kirby Risk Corp	S210592790.001	19 - light bulbs	Paid by EFT # 62795		11/26/2024	11/26/2024	12/06/2024		12/06/2024	211.80



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Fund 101 - General Fund (S0101)										
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 52310 - Building Materials and Supplies										
8658 - Kleindorfer's Hardware LLC	763334	19- light bulbs, pik stik, bits, nuts, gasket, bind post, screws	Paid by EFT # 62797		11/26/2024	11/26/2024	12/06/2024		12/06/2024	140.58
8658 - Kleindorfer's Hardware LLC	762978	19-tools-toilet repairs-wrench, bolt set, wax ring, bolts	Paid by EFT # 62797		11/26/2024	11/26/2024	12/06/2024		12/06/2024	108.31
4443 - The Sherwin Williams Company	4825-5	19-graffiti remediation-tray liner, frame 9" HD pro, 9 white dov	Paid by EFT # 62905		11/26/2024	11/26/2024	12/06/2024		12/06/2024	68.73
4443 - The Sherwin Williams Company	7991-6	19 -paint for City Hall awning-11/7/24	Paid by EFT # 62905		11/26/2024	11/26/2024	12/06/2024		12/06/2024	691.34
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions 7			\$1,293.16
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1X3N-JC7X-1VY7	19 - extension cords	Paid by EFT # 62667		11/26/2024	11/26/2024	12/06/2024		12/06/2024	219.45
Account 52420 - Other Supplies Totals							Invoice Transactions 1			\$219.45
Account 52430 - Uniforms and Tools										
1548 - Safety Shoe Distributors, INC	I200-21099861	19 -shoes & winter clothes for Brighten B-Town employess	Paid by EFT # 62873		11/26/2024	11/26/2024	12/06/2024		12/06/2024	5,964.78
1548 - Safety Shoe Distributors, INC	I200-21099910	19 - winter clothing for Facilities staff	Paid by EFT # 62873		11/26/2024	11/26/2024	12/06/2024		12/06/2024	1,157.82
19171 - Vestis Group, INC (FKA Aramark)	4080154481	19 - Pants for R Flake - 11/07/2024	Paid by EFT # 62921		11/26/2024	11/26/2024	12/06/2024		12/06/2024	14.20
19171 - Vestis Group, INC (FKA Aramark)	4080155547	19 - pants for R Flake - 11/14/2024	Paid by EFT # 62921		11/26/2024	11/26/2024	12/06/2024		12/06/2024	14.20
Account 52430 - Uniforms and Tools Totals							Invoice Transactions 4			\$7,151.00
Account 53140 - Exterminator Services										
51538 - Economy Termite & Pest Control, INC	64147	19-monthly pest control-Counsel Office-11/14/24	Paid by EFT # 62739		11/26/2024	11/26/2024	12/06/2024		12/06/2024	75.00
Account 53140 - Exterminator Services Totals							Invoice Transactions 1			\$75.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872897487801124	06-cell phone chgs 10/12-11/11/24-Inv. 287289748780X11192024	Paid by Check # 79382		11/27/2024	11/27/2024	11/27/2024		11/27/2024	167.12



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Fund 101 - General Fund (S0101)										
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2873273216181124	06-Unlim'td LTE Laptp/Hotspt-10/12-11/11/24-287327321618X1119202	Paid by Check # 79385		11/27/2024	11/27/2024	11/27/2024		11/27/2024	39.24
Account 53210 - Telephone Totals										Invoice Transactions 2
										\$206.36
Account 53510 - Electrical Services										
223 - Duke Energy	19-11.21.24-FAC	19-Fac Summary Elec Billing-09/25/24-11/01/2024	Paid by Check # 79392		11/27/2024	11/27/2024	11/27/2024		11/27/2024	9,927.92
Account 53510 - Electrical Services Totals										Invoice Transactions 1
										\$9,927.92
Account 53610 - Building Repairs										
6378 - ANN-KRISS, LLC	721-111824	19-Contract-Painting-CH-entry awning, bollard lights, railings	Paid by EFT # 62671		11/26/2024	11/26/2024	12/06/2024		12/06/2024	9,687.20
51538 - Economy Termite & Pest Control, INC	63908	19 - extra treatment for Counsel office-10/15/24	Paid by EFT # 62739		11/26/2024	11/26/2024	12/06/2024		12/06/2024	175.00
321 - Harrell Fish, INC (HFI)	C017191	19-SA City Hall quarterly planned maintenance November 2024	Paid by EFT # 62764		11/26/2024	11/26/2024	12/06/2024		12/06/2024	2,088.00
321 - Harrell Fish, INC (HFI)	ZW19190	19-SA City Hall investigate smell in Council office-11/4/24	Paid by EFT # 62764		11/26/2024	11/26/2024	12/06/2024		12/06/2024	190.00
321 - Harrell Fish, INC (HFI)	ZW19192	19-SA CH investigate smell in atrium-used leak detector 11/4/24	Paid by EFT # 62764		11/26/2024	11/26/2024	12/06/2024		12/06/2024	240.00
321 - Harrell Fish, INC (HFI)	ZW19680	19-SA City Hall Merv 13 HVAC filters purchased PM contract-11/19	Paid by EFT # 62764		11/26/2024	11/26/2024	12/06/2024		12/06/2024	1,074.66
Account 53610 - Building Repairs Totals										Invoice Transactions 6
										\$13,454.86
Account 53990 - Other Services and Charges										
231 - IU Health OCC Health Services	00163118-00	19 - hearing tests for B Wallock and R Flake-10/8/2024	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	74.00
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
										\$74.00
Program 190000 - Main Totals										Invoice Transactions 23
Department 19 - Facilities Maintenance Totals										Invoice Transactions 23
										\$32,401.75
										\$32,401.75



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Fund 101 - General Fund (S0101)										
Department 20 - Street										
Program 20CRED - STREET CRED										
Account 54510 - Other Capital Outlays										
6611 - Precision Concrete, INC	241032-1	20-Sidewalk Grinding-10/10 & 10/11/24I plus carryover May	Paid by EFT # 62855		11/26/2024	11/26/2024	12/06/2024		12/06/2024	4,205.06
6611 - Precision Concrete, INC	241032-2	20-Sidewalk Grinding-10/7-10/9 & 10/21-10/25/24	Paid by EFT # 62855		11/26/2024	11/26/2024	12/06/2024		12/06/2024	61,679.75
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	2		\$65,884.81
Program 20CRED - STREET CRED Totals							Invoice Transactions	2		\$65,884.81
Department 20 - Street Totals							Invoice Transactions	2		\$65,884.81
Department 26 - Parking										
Program 26CRED - PARKING CRED										
Account 54510 - Other Capital Outlays										
9300 - Huston Electric Holding CORP (Cassady Electric)	W11433	26-relocate solar equipment at Morton St Garage	Paid by EFT # 62771		11/26/2024	11/26/2024	12/06/2024		12/06/2024	2,700.00
9300 - Huston Electric Holding CORP (Cassady Electric)	W11434	26-replaced exit and emergency lights and replaced exit signs	Paid by EFT # 62771		11/26/2024	11/26/2024	12/06/2024		12/06/2024	1,450.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	2		\$4,150.00
Program 26CRED - PARKING CRED Totals							Invoice Transactions	2		\$4,150.00
Department 26 - Parking Totals							Invoice Transactions	2		\$4,150.00
Department 28 - ITS										
Program 280000 - Main										
Account 52110 - Office Supplies										
6530 - Office Depot, INC	396033298001	28-Copy Paper Supply-Shower Building-10 cases-11/13	Paid by EFT # 62839		11/26/2024	11/26/2024	12/06/2024		12/06/2024	384.00
Account 52110 - Office Supplies Totals							Invoice Transactions	1		\$384.00
Account 52420 - Other Supplies										
6222 - Apple, INC	MB32494343	28-ITS Inventory Power Adaptors (4)	Paid by EFT # 62672		11/26/2024	11/26/2024	12/06/2024		12/06/2024	76.00
6274 - Quality Logo Products	QSI-1151698	28-500 Retractable City badge Reels	Paid by EFT # 62858		11/26/2024	11/26/2024	12/06/2024		12/06/2024	650.00
Account 52420 - Other Supplies Totals							Invoice Transactions	2		\$726.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872897487801124	06-cell phone chgs 10/12-11/11/24-Inv. 287289748780X11192024	Paid by Check # 79382		11/27/2024	11/27/2024	11/27/2024		11/27/2024	652.29



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Fund 101 - General Fund (S0101)										
Department 28 - ITS										
Program 280000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321124	06-cell phone chgs 10/12-11/11/24-Inv. 287297421132X111920 24	Paid by Check # 79384		11/27/2024	11/27/2024	11/27/2024		11/27/2024	78.48
1079 - AT&T	812339226111-24	28-phone charges 10/20/24-11/19/24- #812 339-2261 261 1	Paid by Check # 79378		11/27/2024	11/27/2024	11/27/2024		11/27/2024	6,247.75
Account 53210 - Telephone Totals							Invoice Transactions 3			<u>\$6,978.52</u>
Account 53640 - Hardware and Software Maintenance										
5444 - Tyler Technologies, INC	045-492118A	28-2025 New World ERP Core renewal 01/01/25-12/31/25	Paid by EFT # 62918		11/26/2024	11/26/2024	12/06/2024		12/06/2024	37,261.99
7177 - Zoho Corporation	2419643	28-ME EC and SD+ renewal-11/10/24- 12/26/25	Paid by EFT # 62936		11/26/2024	11/26/2024	12/06/2024		12/06/2024	25,561.00
Account 53640 - Hardware and Software Maintenance Totals							Invoice Transactions 2			<u>\$62,822.99</u>
Account 53910 - Dues and Subscriptions										
8543 - Insight Public Sector	1101222330	28-(378) Ethernet Cable	Paid by EFT # 62779		11/26/2024	11/26/2024	12/06/2024		12/06/2024	1,806.84
6556 - KnowBe4, INC	INV356354	28-PhishER Subscription 11/19/2024-7/2/2025	Paid by EFT # 62798		11/26/2024	11/26/2024	12/06/2024		12/06/2024	97.40
4622 - SurveyMonkey INC	INV-SM-00062592	28-Subscription- 10/30/24-10/29/25- power user bundle plus addtl	Paid by EFT # 62897		11/26/2024	11/26/2024	12/06/2024		12/06/2024	14,300.00
5444 - Tyler Technologies, INC	025-485141a	28-EPL Licenses (Lic & maint fee) pro-rated- 9/1-12/31	Paid by EFT # 62918		11/26/2024	11/26/2024	12/06/2024		12/06/2024	17,335.00
5444 - Tyler Technologies, INC	045-483120	28-Admin Fees- Contracted Work-Proj Management-New Sales	Paid by EFT # 62918		11/26/2024	11/26/2024	12/06/2024		12/06/2024	875.00
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions 5			<u>\$34,414.24</u>
Program 280000 - Main Totals							Invoice Transactions 13			<u>\$105,325.75</u>
Department 28 - ITS Totals							Invoice Transactions 13			<u>\$105,325.75</u>
Fund 101 - General Fund (S0101) Totals							Invoice Transactions 167			<u>\$575,913.32</u>



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Fund 103 - Restricted Donations(ord 05-17)										
Department 06 - Controller's Office										
Program 400101 - Animal Medical Services										
Account 53130 - Medical										
3929 - IDEXX Laboratories, INC	1024165023	01-Bloodwork-10/21-10/25/24	Paid by EFT # 62773		11/26/2024	11/26/2024	12/06/2024		12/06/2024	220.98
Account 53130 - Medical Totals									Invoice Transactions 1	\$220.98
Program 400101 - Animal Medical Services Totals									Invoice Transactions 1	\$220.98
Program 400102 - Animal Supplies										
Account 52210 - Institutional Supplies										
3929 - IDEXX Laboratories, INC	3162606591	01-Parvo Test Kits- SNAP Parvo test (4)	Paid by EFT # 62773		11/26/2024	11/26/2024	12/06/2024		12/06/2024	200.00
4574 - John Deere Financial f.s.b. (Rural King)	303599	01-litter-50 40lb bags pellet bedding	Paid by Check # 79413		11/26/2024	11/26/2024	12/06/2024		12/06/2024	249.50
4633 - Midwest Veterinary Supply, INC	23590675-050	01-Post Surgical collars	Paid by EFT # 62820		11/26/2024	11/26/2024	12/06/2024		12/06/2024	20.46
4633 - Midwest Veterinary Supply, INC	23665667-050	01-vinyl exam gloves (L)	Paid by EFT # 62820		11/26/2024	11/26/2024	12/06/2024		12/06/2024	23.35
4633 - Midwest Veterinary Supply, INC	23648486-050	01-vinyl exam gloves (L)	Paid by EFT # 62820		11/26/2024	11/26/2024	12/06/2024		12/06/2024	45.95
4633 - Midwest Veterinary Supply, INC	23590675-150	01-Kitten milk replacer	Paid by EFT # 62820		11/26/2024	11/26/2024	12/06/2024		12/06/2024	153.34
4633 - Midwest Veterinary Supply, INC	23665667-000	01-Syringes, allergy control for cats	Paid by EFT # 62820		11/26/2024	11/26/2024	12/06/2024		12/06/2024	182.38
4633 - Midwest Veterinary Supply, INC	23590675-000	01-Post surgical collars, mometamax, enroflox	Paid by EFT # 62820		11/26/2024	11/26/2024	12/06/2024		12/06/2024	250.36
4633 - Midwest Veterinary Supply, INC	23648486-000	01-Antifungal, antiparasitics, syringes	Paid by EFT # 62820		11/26/2024	11/26/2024	12/06/2024		12/06/2024	518.81
Account 52210 - Institutional Supplies Totals									Invoice Transactions 9	\$1,644.15
Program 400102 - Animal Supplies Totals									Invoice Transactions 9	\$1,644.15
Department 06 - Controller's Office Totals									Invoice Transactions 10	\$1,865.13
Fund 103 - Restricted Donations(ord 05-17) Totals									Invoice Transactions 10	\$1,865.13
Fund 153 - LIT - Economic Development										
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 53960 - Grants										
9798 - Jennifer Cristy-Strawn	202411	04-Art Workshop Panelist 11/6/2024	Paid by EFT # 62725		11/26/2024	11/26/2024	12/06/2024		12/06/2024	250.00
9063 - Donovan Energy	2489	04-Municipal Energy Efficiency Audit- 40% Comp 8/31/24	Paid by EFT # 62731		11/26/2024	11/26/2024	12/06/2024		12/06/2024	24,955.50
9063 - Donovan Energy	2510	04-Municipal Energy Efficiency Audit- 80% Comp 9/30/24	Paid by EFT # 62731		11/26/2024	11/26/2024	12/06/2024		12/06/2024	26,689.25



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Fund 153 - LIT – Economic Development										
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 53960 - Grants										
9063 - Donovan Energy	2525	04-Municipal Energy Efficiency Audit-Progress billing-10/31	Paid by EFT # 62731		11/26/2024	11/26/2024	12/06/2024		12/06/2024	13,285.25
51483 - Downtown Bloomington, INC	GRANT-2024	04-Annual Grant Agreement 2024-downtown revitalization	Paid by EFT # 62732		11/26/2024	11/26/2024	12/06/2024		12/06/2024	10,000.00
746 - Early Music Associates, INC	BACGRANT-10,2024	04-BAC Operations Grant - Bloomington Bach Cantata Project	Paid by EFT # 62736		11/26/2024	11/26/2024	12/06/2024		12/06/2024	1,000.00
9572 - Girls Inc of Shelbyville & Shelby County (Monroe)	SEELGRANT-2024	04- SEEL Grant - Girls of Monroe County	Paid by EFT # 62755		11/26/2024	11/26/2024	12/06/2024		12/06/2024	10,000.00
7686 - Lake Monroe Water Fund	EDLIT-GRANT 24'	04-Water Fund Grant-ED-LIT 2024	Paid by EFT # 62802		11/26/2024	11/26/2024	12/06/2024		12/06/2024	25,000.00
8963 - Learfield Sub LLC (IU Sports Properties LLC)	178-265355671417	04-2024-2025 IU Sports Properties-Go Bloomington Advertising	Paid by EFT # 62805		11/26/2024	11/26/2024	12/06/2024		12/06/2024	22,400.00
8448 - TEN31 Marketing LLC	2990	04-Marketing Services for Go Bloomington October 2024	Paid by EFT # 62899		11/26/2024	11/26/2024	12/06/2024		12/06/2024	9,372.50
8448 - TEN31 Marketing LLC	3000	04-Marketing Services for Go Bloomington - 11/18/24	Paid by EFT # 62899		11/26/2024	11/26/2024	12/06/2024		12/06/2024	5,975.00
9550 - Brooke Wells Turpin	005	04-Art Workshop Panelist 11/6/2024	Paid by EFT # 62917		11/26/2024	11/26/2024	12/06/2024		12/06/2024	250.00
581 - Windfall Dancers, INC	BACGRANT-2024	04- 2024 BAC Operations Grant	Paid by EFT # 62931		11/26/2024	11/26/2024	12/06/2024		12/06/2024	3,500.00
Account 53960 - Grants Totals							Invoice Transactions	13		\$152,677.50
Program 040000 - Main Totals							Invoice Transactions	13		\$152,677.50
Department 04 - Economic & Sustainable Dev Totals							Invoice Transactions	13		\$152,677.50
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990 - Other Services and Charges										
7475 - Chasity Mottinger	0002544701-1024	12-C Mottinger Educational Reimbursement	Paid by EFT # 62824		11/26/2024	11/26/2024	12/06/2024		12/06/2024	2,063.70
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$2,063.70
Program 120000 - Main Totals							Invoice Transactions	1		\$2,063.70
Department 12 - Human Resources Totals							Invoice Transactions	1		\$2,063.70
Fund 153 - LIT – Economic Development Totals							Invoice Transactions	14		\$154,741.20



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Fund 160 - IFA CoronaVirus Relief Fnd21.019										
Department 06 - Controller's Office										
Program G20018 - IFA Corona Virus Relief Fund										
Account 53990 - Other Services and Charges										
250 - Crowe LLP	CI-136028	12-Classification and Compensation Study 2023 - October 2024	Paid by EFT # 62726		11/26/2024	11/26/2024	12/06/2024		12/06/2024	2,161.60
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$2,161.60
Program G20018 - IFA Corona Virus Relief Fund Totals							Invoice Transactions	1		\$2,161.60
Department 06 - Controller's Office Totals							Invoice Transactions	1		\$2,161.60
Fund 160 - IFA CoronaVirus Relief Fnd21.019 Totals							Invoice Transactions	1		\$2,161.60
Fund 249 - Grants Non Approp										
Department 04 - Economic & Sustainable Dev										
Program G23001 - 2023 Duke Energy Arts										
Account 53960 - Grants										
5936 - Emily Wilson Gillespie	110824	04-Final installation of Duke Substation Mural 11/8/24	Paid by EFT # 62754		11/26/2024	11/26/2024	12/06/2024		12/06/2024	4,500.00
2974 - MacAllister Machinery Co, INC	R67607118102	04-pickup charge-Safety Gear Rental for Duke Mural Proj-9/9-9/25	Paid by EFT # 62808		11/26/2024	11/26/2024	12/06/2024		12/06/2024	150.00
2974 - MacAllister Machinery Co, INC	R67607118101	04-Equip, Safety Gear Rental-Duke Mural Proj-9/9-10/7/24	Paid by EFT # 62808		11/26/2024	11/26/2024	12/06/2024		12/06/2024	1,553.90
2974 - MacAllister Machinery Co, INC	R67607118103	04-Credit-26' scissor rough terrain rental/env fee-Duke Mural Pr	Paid by EFT # 62808		11/26/2024	11/26/2024	12/06/2024		12/06/2024	(1,104.00)
2974 - MacAllister Machinery Co, INC	R67601329001	04-Online training class for equip familiarizati Duke Mural Proj	Paid by EFT # 62808		11/26/2024	11/26/2024	12/06/2024		12/06/2024	948.00
8528 - Caleb Olin Meredith Poer	2	04- Mural Rendering, completed Mural-11/12/24	Paid by EFT # 62854		11/26/2024	11/26/2024	12/06/2024		12/06/2024	4,500.00
Account 53960 - Grants Totals							Invoice Transactions	6		\$10,547.90
Program G23001 - 2023 Duke Energy Arts Totals							Invoice Transactions	6		\$10,547.90
Department 04 - Economic & Sustainable Dev Totals							Invoice Transactions	6		\$10,547.90
Fund 249 - Grants Non Approp Totals							Invoice Transactions	6		\$10,547.90



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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 312 - Community Services										
Department 09 - CFRD										
Program 090004 - Com Serv- Accessibility										
Account 53990 - Other Services and Charges										
4123 - Central Indiana Interpreting Service	110424-CC	09-ASL Interpreting-Gather 'Round the Table-2 Interpreters-11/4	Paid by EFT # 62712		11/26/2024	11/26/2024	12/06/2024		12/06/2024	851.68
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1			\$851.68
Program 090004 - Com Serv- Accessibility Totals							Invoice Transactions 1			\$851.68
Program 090016 - Com Serv - Safe & Civil										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1YVN-GXDW-3CL6	09-2 packs of Flower Post-Its-YWL Summit 24 Activity	Paid by EFT # 62667		11/26/2024	11/26/2024	12/06/2024		12/06/2024	16.96
4549 - Kroger Limited Partnership I	036653	09-Kroger-Fruit, Chips, Candy for Leadership Summit Participant	Paid by Check # 79414		11/26/2024	11/26/2024	12/06/2024		12/06/2024	116.97
4585 - Pizza X, INC	4-11/14/2024	09-15 Pizzas for Young Women's Leadership Summit Attendees	Paid by Check # 79421		11/26/2024	11/26/2024	12/06/2024		12/06/2024	177.49
Account 52420 - Other Supplies Totals							Invoice Transactions 3			\$311.42
Program 090016 - Com Serv - Safe & Civil Totals							Invoice Transactions 3			\$311.42
Program 090019 - Comm on Hisp & Latino Affairs										
Account 52420 - Other Supplies										
4549 - Kroger Limited Partnership I	081430	09-CHLA Health Forum Participant Snacks-Fruit, Granola Bars	Paid by Check # 79414		11/26/2024	11/26/2024	12/06/2024		12/06/2024	16.74
Account 52420 - Other Supplies Totals							Invoice Transactions 1			\$16.74
Program 090019 - Comm on Hisp & Latino Affairs Totals							Invoice Transactions 1			\$16.74
Department 09 - CFRD Totals							Invoice Transactions 5			\$1,179.84
Fund 312 - Community Services Totals							Invoice Transactions 5			\$1,179.84
Fund 401 - Non-Reverting Telecom (S1146)										
Department 25 - Telecommunications										
Program 254000 - Infrastructure										
Account 53640 - Hardware and Software Maintenance										
902 - Indiana Underground Plant Protection Service, INC	INV-08305	28- BDU 811 Line Location tickets October 2024	Paid by EFT # 62777		11/26/2024	11/26/2024	12/06/2024		12/06/2024	531.05
Account 53640 - Hardware and Software Maintenance Totals							Invoice Transactions 1			\$531.05



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Fund 401 - Non-Reverting Telecom (S1146)										
Department 25 - Telecommunications										
Program 254000 - Infrastructure										
Account 53750 - Rentals - Other										
203 - INDIANA UNIVERSITY	94986310	25-IU Data Center, Server Colocation for 2 racks July 2024	Paid by Check # 79410		11/26/2024	11/26/2024	12/06/2024		12/06/2024	815.00
							Account 53750 - Rentals - Other Totals	Invoice Transactions 1		\$815.00
							Program 254000 - Infrastructure Totals	Invoice Transactions 2		\$1,346.05
Program 256000 - Services										
Account 53150 - Communications Contract										
203 - INDIANA UNIVERSITY	94986310	25-IU Data Center, Server Colocation for 2 racks July 2024	Paid by Check # 79410		11/26/2024	11/26/2024	12/06/2024		12/06/2024	5.00
4170 - Comcast Cable Communications, INC	1190914670112324	28-3550 N. Kinser Cascades Clubhouse- 11/27/24-12/26/24	Paid by Check # 79389		11/27/2024	11/27/2024	11/27/2024		11/27/2024	110.35
4170 - Comcast Cable Communications, INC	1190626704111824	25 - Comcast Internet - 401 N Morton December 2024	Paid by Check # 79388		11/27/2024	11/27/2024	11/27/2024		11/27/2024	222.90
							Account 53150 - Communications Contract Totals	Invoice Transactions 3		\$338.25
							Program 256000 - Services Totals	Invoice Transactions 3		\$338.25
							Department 25 - Telecommunications Totals	Invoice Transactions 5		\$1,684.30
							Fund 401 - Non-Reverting Telecom (S1146) Totals	Invoice Transactions 5		\$1,684.30
Fund 450 - Local Road and Street(S0706)										
Department 20 - Street										
Program 200000 - Main										
Account 53520 - Street Lights / Traffic Signals										
223 - Duke Energy	02-SL11.18.24-02	02-Street Light (Misc Lights)-09/27/24-11/01/24	Edit		12/04/2024	12/04/2024	12/04/2024			20,263.73
223 - Duke Energy	02-SL11.18.24-03	02-Street Light (Misc Lights)-09/26/24-11/02/24	Edit		12/04/2024	12/04/2024	12/04/2024			7,223.22
223 - Duke Energy	02-SL11.18.24-04	02-Street Light (Misc Lights)-09/26/24-11/01/24	Edit		12/04/2024	12/04/2024	12/04/2024			3,784.82
223 - Duke Energy	02-SL11.18.24-05	02-Street Light (Misc Lights)-09/26/24-11/01/24	Edit		12/04/2024	12/04/2024	12/04/2024			959.96
223 - Duke Energy	02-SL11.18.24-07	02-Street Light (Misc Lights)-09/21/24-11/01/24	Edit		12/04/2024	12/04/2024	12/04/2024			2,026.40



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Fund 450 - Local Road and Street(S0706)										
Department 20 - Street										
Program 200000 - Main										
Account 53520 - Street Lights / Traffic Signals										
223 - Duke Energy	02-SL11.18.24-08	02-Street Light (Misc Lights)-10/17/24-11/14/24	Edit		12/04/2024	12/04/2024	12/04/2024			38.97
223 - Duke Energy	02-TS11.26.24-04	02-Traffic Signals-09/24/24-11/04/24	Edit		12/04/2024	12/04/2024	12/04/2024			56.68
Account 53520 - Street Lights / Traffic Signals Totals									Invoice Transactions 7	\$34,353.78
Account 53990 - Other Services and Charges										
7239 - Azteca Systems Holdings, LLC	INV9381	20-Asset Mgmt. Software Implementation & Training-ST-11/12/24	Paid by EFT # 62677		11/26/2024	11/26/2024	12/06/2024		12/06/2024	112.50
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$112.50
Program 200000 - Main Totals									Invoice Transactions 8	\$34,466.28
Department 20 - Street Totals									Invoice Transactions 8	\$34,466.28
Fund 450 - Local Road and Street(S0706) Totals									Invoice Transactions 8	\$34,466.28
Fund 451 - Motor Vehicle Highway(S0708)										
Department 20 - Street										
Program 200000 - Main										
Account 52210 - Institutional Supplies										
313 - Fastenal Company	INBLM236778	20-Red Step ladder for Sign Cew	Paid by EFT # 62745		11/26/2024	11/26/2024	12/06/2024		12/06/2024	202.46
313 - Fastenal Company	INBLM236953	20-Back Safety Harness for traffic/signal crew	Paid by EFT # 62745		11/26/2024	11/26/2024	12/06/2024		12/06/2024	185.24
Account 52210 - Institutional Supplies Totals									Invoice Transactions 2	\$387.70
Account 52340 - Other Repairs and Maintenance										
51575 - Ennis-Flint, INC	287276	20-Pavement Marking Materials (white/blk line)	Paid by EFT # 62742		11/26/2024	11/26/2024	12/06/2024		12/06/2024	1,173.84
6217 - Michael Todd & Company, INC	216145	20-Flex post 36"green & yellow for Greenways/14th & Walnut	Paid by EFT # 62817		11/26/2024	11/26/2024	12/06/2024		12/06/2024	2,798.26
603 - Traffic Control Corporation	154922	20-Cap Visor, Black Visor for Rolling Ridge & Bloomfield	Paid by EFT # 62913		11/26/2024	11/26/2024	12/06/2024		12/06/2024	2,500.00
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 3	\$6,472.10
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1CDF-M74V-H7LF	20-Otterbox & power adapter for cell phone (Bitner)	Paid by EFT # 62667		11/26/2024	11/26/2024	12/06/2024		12/06/2024	51.89



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Fund 451 - Motor Vehicle Highway(S0708)										
Department 20 - Street										
Program 200000 - Main										
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	589510	20-Rust-Oleum 2X Flat black for Kennedy & Henderson	Paid by EFT # 62688		11/26/2024	11/26/2024	12/06/2024		12/06/2024	7.97
409 - Black Lumber Co. INC	589662	20-Bi-metal blade, knife, (5) 1x4-12 pine pro for Sidewalk Crew	Paid by EFT # 62688		11/26/2024	11/26/2024	12/06/2024		12/06/2024	43.93
409 - Black Lumber Co. INC	589792	20-Tree Crew-Armour All and White Rags	Paid by EFT # 62688		11/26/2024	11/26/2024	12/06/2024		12/06/2024	22.98
409 - Black Lumber Co. INC	589942	20-(25) Quikrete Concrete, knife set for sidewalk crew	Paid by EFT # 62688		11/26/2024	11/26/2024	12/06/2024		12/06/2024	214.72
409 - Black Lumber Co. INC	590012	20-3/8 45-Tooth Ratchet & 3/8" flex drive handle-ST cut crew	Paid by EFT # 62688		11/26/2024	11/26/2024	12/06/2024		12/06/2024	48.98
177 - Indiana Oxygen Company, INC	10521568	20-Propane Supplies for Crews-11/18/24	Paid by EFT # 62776		11/26/2024	11/26/2024	12/06/2024		12/06/2024	518.33
177 - Indiana Oxygen Company, INC	10522083	20-Propane -11/18/24	Paid by EFT # 62776		11/26/2024	11/26/2024	12/06/2024		12/06/2024	188.32
8658 - Kleindorfer's Hardware LLC	763960	20-paving crew-bucket w/lid, 1 gal sprayer, 2 sprinkle cans	Paid by EFT # 62797		11/26/2024	11/26/2024	12/06/2024		12/06/2024	107.45
7516 - Quality Supply & Tool Co INC	319621-00	20-Supplies for Street cut crew (Nail stakes, Cut Blade)	Paid by EFT # 62859		11/26/2024	11/26/2024	12/06/2024		12/06/2024	174.67
336 - Southside Rental Center, INC	26004	20-Propane for Fork Lift-11/18/24	Paid by Check # 79422		11/26/2024	11/26/2024	12/06/2024		12/06/2024	35.70
Account 52420 - Other Supplies Totals								Invoice Transactions	11	\$1,414.94
Account 53140 - Exterminator Services										
51538 - Economy Termite & Pest Control, INC	64340	20-Initial pest control-Street Bldg-11/7/24	Paid by EFT # 62739		11/26/2024	11/26/2024	12/06/2024		12/06/2024	125.00
Account 53140 - Exterminator Services Totals								Invoice Transactions	1	\$125.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872897487801124	06-cell phone chgs 10/12-11/11/24-Inv. 287289748780X11192024	Paid by Check # 79382		11/27/2024	11/27/2024	11/27/2024		11/27/2024	238.94
13969 - AT&T Mobility II, LLC	2872974211321124	06-cell phone chgs 10/12-11/11/24-Inv. 287297421132X11192024	Paid by Check # 79384		11/27/2024	11/27/2024	11/27/2024		11/27/2024	364.14



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Fund 451 - Motor Vehicle Highway(S0708)										
Department 20 - Street										
Program 200000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2873273216181124	06-Unlim'td LTE Laptp/Hotspt-10/12-11/11/24-287327321618X1119202	Paid by Check # 79385		11/27/2024	11/27/2024	11/27/2024		11/27/2024	29.24
Account 53210 - Telephone Totals										Invoice Transactions 3
										\$632.32
Account 53320 - Advertising										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0006739938	20-Advertising of Bids for Paving & Alley Projects	Paid by EFT # 62751		11/26/2024	11/26/2024	12/06/2024		12/06/2024	229.00
Account 53320 - Advertising Totals										Invoice Transactions 1
										\$229.00
Account 53510 - Electrical Services										
223 - Duke Energy	19-11.21.24-FAC	19-Fac Summary Elec Billing-09/25/24-11/01/2024	Paid by Check # 79392		11/27/2024	11/27/2024	11/27/2024		11/27/2024	417.91
Account 53510 - Electrical Services Totals										Invoice Transactions 1
										\$417.91
Account 53730 - Machinery and Equipment Rental										
351 - Young Trucking, INC	129934	20-Truck & trailer to move milling machine-10/24/24	Paid by Check # 79428		11/26/2024	11/26/2024	12/06/2024		12/06/2024	225.00
Account 53730 - Machinery and Equipment Rental Totals										Invoice Transactions 1
										\$225.00
Account 53990 - Other Services and Charges										
231 - IU Health OCC Health Services	00163119-00	20-Hearing Tests for Employees 10/08/24-10/10/24	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	1,406.00
19444 - Jeffery D Todd (Todd Septic Tank Service)	11437	20-Pump salt water collection tanks 10/21/24	Paid by EFT # 62912		11/26/2024	11/26/2024	12/06/2024		12/06/2024	225.00
4780 - TraffTech, INC	2284	20-Annual Charge for Diamond Maintenance on Sign Machine	Paid by EFT # 62914		11/26/2024	11/26/2024	12/06/2024		12/06/2024	1,845.00
Account 53990 - Other Services and Charges Totals										Invoice Transactions 3
										\$3,476.00
Program 200000 - Main Totals										Invoice Transactions 26
										\$13,379.97
Department 20 - Street Totals										Invoice Transactions 26
										\$13,379.97
Fund 451 - Motor Vehicle Highway(S0708) Totals										Invoice Transactions 26
										\$13,379.97



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Fund 452 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 52210 - Institutional Supplies										
5099 - Office Three Sixty, INC	3028774	26-trash can liners for all garages	Paid by EFT # 62840		11/26/2024	11/26/2024	12/06/2024		12/06/2024	517.50
Account 52210 - Institutional Supplies Totals Invoice Transactions 1										<u>\$517.50</u>
Account 52310 - Building Materials and Supplies										
8658 - Kleindorfer's Hardware LLC	762828	26-Brushes and putty knives for graffiti removal in Trades Distr	Paid by EFT # 62797		11/26/2024	11/26/2024	12/06/2024		12/06/2024	29.23
8658 - Kleindorfer's Hardware LLC	763715	26-Respirator for graffiti removal at Trades District	Paid by EFT # 62797		11/26/2024	11/26/2024	12/06/2024		12/06/2024	31.99
Account 52310 - Building Materials and Supplies Totals Invoice Transactions 2										<u>\$61.22</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872897487801124	06-cell phone chgs 10/12-11/11/24-Inv. 287289748780X11192024	Paid by Check # 79382		11/27/2024	11/27/2024	11/27/2024		11/27/2024	248.28
13969 - AT&T Mobility II, LLC	2873273216181124	06-Unlim'td LTE Laptp/Hotspt-10/12-11/11/24-287327321618X1119202	Paid by Check # 79385		11/27/2024	11/27/2024	11/27/2024		11/27/2024	58.48
Account 53210 - Telephone Totals Invoice Transactions 2										<u>\$306.76</u>
Account 53510 - Electrical Services										
223 - Duke Energy	9101229243211124	26-320 S. College Ave - 10/02/24-11/01/24	Paid by Check # 79397		11/27/2024	11/27/2024	11/27/2024		11/27/2024	291.55
223 - Duke Energy	9101231149231124	26-Walnut St Garage- 300 N Walnut-elec chgs 10/02-11/01/24	Paid by Check # 79396		11/27/2024	11/27/2024	11/27/2024		11/27/2024	916.00
Account 53510 - Electrical Services Totals Invoice Transactions 2										<u>\$1,207.55</u>
Account 53610 - Building Repairs										
393 - Kone INC	871509430	26-4th Street Garage-elevator maint period November 2024	Paid by EFT # 62799		11/26/2024	11/26/2024	12/06/2024		12/06/2024	1,063.28
392 - Koorsen Fire & Security, INC	IN00797283	26-4th St Gar-quarterly monitoring fire alarm 11/1/24-1/31/25	Paid by EFT # 62800		11/26/2024	11/26/2024	12/06/2024		12/06/2024	120.00
Account 53610 - Building Repairs Totals Invoice Transactions 2										<u>\$1,183.28</u>
Program 260000 - Main Totals Invoice Transactions 9										<u>\$3,276.31</u>
Department 26 - Parking Totals Invoice Transactions 9										<u>\$3,276.31</u>
Fund 452 - Parking Facilities(S9502) Totals Invoice Transactions 9										<u>\$3,276.31</u>



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Fund 454 - Alternative Transport(S6301)										
Department 05 - Common Council										
Program 050000 - Main										
Account 54310 - Improvements Other Than Building										
5999 - The Etica Group, INC	0240039.00-6	07-Dunn St Sidewalk (17th to 18th) PE 09/01/24-09/30/24	Paid by EFT # 62902		11/26/2024	11/26/2024	12/06/2024		12/06/2024	1,556.00
Account 54310 - Improvements Other Than Building Totals							Invoice Transactions	1		\$1,556.00
Program 050000 - Main Totals							Invoice Transactions	1		\$1,556.00
Department 05 - Common Council Totals							Invoice Transactions	1		\$1,556.00
Department 07 - Engineering										
Program 070000 - Main										
Account 53110 - Engineering and Architectural										
5999 - The Etica Group, INC	0230124.00-7	07-Downtown Curb Ramps Ph IV 09/01/24-09/30/24	Paid by EFT # 62902		11/26/2024	11/26/2024	12/06/2024		12/06/2024	7,166.85
5999 - The Etica Group, INC	0230124.00-9	07-Downtown Curb Ramps Ph IV 10/01/24-10/31/24	Paid by EFT # 62902		11/26/2024	11/26/2024	12/06/2024		12/06/2024	8,937.80
5409 - VS Engineering, INC	536409	07-Crosswalk Ph2 (PE)-period ending 09/30/24	Paid by EFT # 62922		11/26/2024	11/26/2024	12/06/2024		12/06/2024	10,220.00
Account 53110 - Engineering and Architectural Totals							Invoice Transactions	3		\$26,324.65
Account 54310 - Improvements Other Than Building										
5999 - The Etica Group, INC	0230240.00-40	07-Neighborhood Greenway (PE) 09/01/24-09/30/24	Paid by EFT # 62902		11/26/2024	11/26/2024	12/06/2024		12/06/2024	10,182.33
5999 - The Etica Group, INC	0230240.00-41	07-Neighborhood Greenway (PE) 10/01/24-10/31/24	Paid by EFT # 62902		11/26/2024	11/26/2024	12/06/2024		12/06/2024	2,145.00
Account 54310 - Improvements Other Than Building Totals							Invoice Transactions	2		\$12,327.33
Program 070000 - Main Totals							Invoice Transactions	5		\$38,651.98
Department 07 - Engineering Totals							Invoice Transactions	5		\$38,651.98
Department 26 - Parking										
Program 260000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872897487801124	06-cell phone chgs 10/12-11/11/24-Inv. 287289748780X11192024	Paid by Check # 79382		11/27/2024	11/27/2024	11/27/2024		11/27/2024	219.06
Account 53210 - Telephone Totals							Invoice Transactions	1		\$219.06



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Fund 454 - Alternative Transport(S6301)										
Department 26 - Parking										
Program 260000 - Main										
Account 53990 - Other Services and Charges										
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-60131	26-new signs (130) & post 26) for neighborhood area zones	Paid by EFT # 62868		11/26/2024	11/26/2024	12/06/2024		12/06/2024	14,832.40
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$14,832.40
Program 260000 - Main Totals								Invoice Transactions	2	\$15,051.46
Department 26 - Parking Totals								Invoice Transactions	2	\$15,051.46
Fund 454 - Alternative Transport(S6301) Totals								Invoice Transactions	8	\$55,259.44
Fund 455 - Parking Meter Fund(S2141)										
Department 09 - CFRD										
Program 090000 - Main										
Account 53960 - Grants										
7528 - HealthNet INC	DTOGRANT-5.22.24	09-2024 DTO Grant for HealthNet Bloomington	Paid by EFT # 62767		11/26/2024	11/26/2024	12/06/2024		12/06/2024	20,864.00
Account 53960 - Grants Totals								Invoice Transactions	1	\$20,864.00
Program 090000 - Main Totals								Invoice Transactions	1	\$20,864.00
Department 09 - CFRD Totals								Invoice Transactions	1	\$20,864.00
Department 26 - Parking										
Program 260000 - Main										
Account 52340 - Other Repairs and Maintenance										
313 - Fastenal Company	INBLM236970	26-plastic wire ties for special event posting	Paid by EFT # 62745		11/26/2024	11/26/2024	12/06/2024		12/06/2024	186.82
4264 - IPS Group, INC	INV103721	26-meter clocks returned from IPS after repair (36)-11/11	Paid by EFT # 62782		11/26/2024	11/26/2024	12/06/2024		12/06/2024	4,140.00
Account 52340 - Other Repairs and Maintenance Totals								Invoice Transactions	2	\$4,326.82
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1N7N-FFHF-46X4	26-toilet paper/hand towel paper/dish soap for parking office	Paid by EFT # 62667		11/26/2024	11/26/2024	12/06/2024		12/06/2024	154.74
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$154.74
Account 53210 - Telephone										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	176T-HXWL-3Q4R	26-Iphone case for Bowman	Paid by EFT # 62667		11/26/2024	11/26/2024	12/06/2024		12/06/2024	18.99



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Fund 455 - Parking Meter Fund(S2141)										
Department 26 - Parking										
Program 260000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872897487801124	06-cell phone chgs 10/12-11/11/24-Inv. 287289748780X111920 24	Paid by Check # 79382		11/27/2024	11/27/2024	11/27/2024		11/27/2024	751.28
13969 - AT&T Mobility II, LLC	2872974211321124	06-cell phone chgs 10/12-11/11/24-Inv. 287297421132X111920 24	Paid by Check # 79384		11/27/2024	11/27/2024	11/27/2024		11/27/2024	123.21
Account 53210 - Telephone Totals									Invoice Transactions 3	\$893.48
Account 53240 - Freight / Other										
53984 - Dri-Stick Decal Corp. (Rydin Decal)	PS-INV124731	26-350 Permits for Westside Showers Lot	Paid by EFT # 62734		11/26/2024	11/26/2024	12/06/2024		12/06/2024	30.59
4264 - IPS Group, INC	INV103721	26-meter clocks returned from IPS after repair (36)-11/11	Paid by EFT # 62782		11/26/2024	11/26/2024	12/06/2024		12/06/2024	330.00
Account 53240 - Freight / Other Totals									Invoice Transactions 2	\$360.59
Account 53310 - Printing										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1LD6-F713-WYQP	26-label maker replacement tapes	Paid by EFT # 62667		11/26/2024	11/26/2024	12/06/2024		12/06/2024	19.89
53984 - Dri-Stick Decal Corp. (Rydin Decal)	PS-INV124731	26-350 Permits for Westside Showers Lot	Paid by EFT # 62734		11/26/2024	11/26/2024	12/06/2024		12/06/2024	997.50
Account 53310 - Printing Totals									Invoice Transactions 2	\$1,017.39
Account 53990 - Other Services and Charges										
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-60800	26-new signs and post for new FS#1-E. 4th st	Paid by EFT # 62868		11/26/2024	11/26/2024	12/06/2024		12/06/2024	2,246.33
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-60794	26-new signs and post for new FS#1-E. 4th st	Paid by EFT # 62868		11/26/2024	11/26/2024	12/06/2024		12/06/2024	673.02
4443 - The Sherwin Williams Company	7385-1	26-yellow paint for curbs-15th (Washington to Lincoln)	Paid by EFT # 62905		11/26/2024	11/26/2024	12/06/2024		12/06/2024	259.90
4443 - The Sherwin Williams Company	7666-4	26-yellow paint-16th (Grant to Walnut)	Paid by EFT # 62905		11/26/2024	11/26/2024	12/06/2024		12/06/2024	259.90
Account 53990 - Other Services and Charges Totals									Invoice Transactions 4	\$3,439.15
Program 260000 - Main Totals									Invoice Transactions 14	\$10,192.17
Department 26 - Parking Totals									Invoice Transactions 14	\$10,192.17
Fund 455 - Parking Meter Fund(S2141) Totals									Invoice Transactions 15	\$31,056.17



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Fund 519 - 2016 GO Bonds Bond #2 (S0182)										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53830 - Bank Charges										
5232 - The Huntington National Bank	67355	06-General Obligation Bond Series 2016B Admin Fee -10/1/24	Paid by EFT # 62904		11/26/2024	11/26/2024	12/06/2024		12/06/2024	500.00
5232 - The Huntington National Bank	67354	06-General Obligation Bond Series 2016A Admin Fee -10/1/24	Paid by EFT # 62904		11/26/2024	11/26/2024	12/06/2024		12/06/2024	500.00
5232 - The Huntington National Bank	67356	06-General Obligation Bond Series 2016C Admin Fee -10/1/24	Paid by EFT # 62904		11/26/2024	11/26/2024	12/06/2024		12/06/2024	500.00
5232 - The Huntington National Bank	67357	06-General Obligation Bond Series 2016D Admin Fee -10/1/24	Paid by EFT # 62904		11/26/2024	11/26/2024	12/06/2024		12/06/2024	500.00
5232 - The Huntington National Bank	67358	06-General Obligation Bond Series 2016E Admin Fee -10/1/24	Paid by EFT # 62904		11/26/2024	11/26/2024	12/06/2024		12/06/2024	500.00
5232 - The Huntington National Bank	67359	06-General Obligation Bond Series 2016F Admin Fee -10/1/24	Paid by EFT # 62904		11/26/2024	11/26/2024	12/06/2024		12/06/2024	500.00
5232 - The Huntington National Bank	67300	06-General Obligation Bond Series 2016G Admin Fee -10/1/24	Paid by EFT # 62904		11/26/2024	11/26/2024	12/06/2024		12/06/2024	500.00
5232 - The Huntington National Bank	67301	06-General Obligation Bond Series 2016H Admin Fee -10/1/24	Paid by EFT # 62904		11/26/2024	11/26/2024	12/06/2024		12/06/2024	500.00
Account 53830 - Bank Charges Totals							Invoice Transactions	8		\$4,000.00
Program 060000 - Main Totals							Invoice Transactions	8		\$4,000.00
Department 06 - Controller's Office Totals							Invoice Transactions	8		\$4,000.00
Fund 519 - 2016 GO Bonds Bond #2 (S0182) Totals							Invoice Transactions	8		\$4,000.00
Fund 520 - 2016 Parks GO Bond #3 (S0183)										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53830 - Bank Charges										
5232 - The Huntington National Bank	67334	06-Park District Bond Series 2016B Admin Fee -10/1/24	Paid by EFT # 62904		11/26/2024	11/26/2024	12/06/2024		12/06/2024	500.00
5232 - The Huntington National Bank	67333	06-Park District Bond Series 2016A Admin Fee -10/1/24	Paid by EFT # 62904		11/26/2024	11/26/2024	12/06/2024		12/06/2024	500.00
5232 - The Huntington National Bank	67332	06-Park District Bond Series 2016C Admin Fee -10/1/24	Paid by EFT # 62904		11/26/2024	11/26/2024	12/06/2024		12/06/2024	500.00



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Fund 520 - 2016 Parks GO Bond #3 (S0183)										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53830 - Bank Charges										
5232 - The Huntington National Bank	67336	06-Park District Bond Series 2016E Admin Fee -10/1/24	Paid by EFT # 62904		11/26/2024	11/26/2024	12/06/2024		12/06/2024	500.00
5232 - The Huntington National Bank	67335	06-Park District Bond Series 2016D Admin Fee -10/1/24	Paid by EFT # 62904		11/26/2024	11/26/2024	12/06/2024		12/06/2024	500.00
Account 53830 - Bank Charges Totals							Invoice Transactions	5		\$2,500.00
Program 060000 - Main Totals							Invoice Transactions	5		\$2,500.00
Department 06 - Controller's Office Totals							Invoice Transactions	5		\$2,500.00
Fund 520 - 2016 Parks GO Bond #3 (S0183) Totals							Invoice Transactions	5		\$2,500.00
Fund 522 - 2018 Parks Bicentennial (S1380)										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53830 - Bank Charges										
5232 - The Huntington National Bank	67303	06-Park District Bond Series 2018B Admin Fee -10/1/24	Paid by EFT # 62904		11/26/2024	11/26/2024	12/06/2024		12/06/2024	500.00
5232 - The Huntington National Bank	67302	06-Park District Bond Series 2018A Admin Fee -10/1/24	Paid by EFT # 62904		11/26/2024	11/26/2024	12/06/2024		12/06/2024	500.00
5232 - The Huntington National Bank	67304	06-Park District Bond Series 2018C Admin Fee -10/1/24	Paid by EFT # 62904		11/26/2024	11/26/2024	12/06/2024		12/06/2024	500.00
Account 53830 - Bank Charges Totals							Invoice Transactions	3		\$1,500.00
Program 060000 - Main Totals							Invoice Transactions	3		\$1,500.00
Department 06 - Controller's Office Totals							Invoice Transactions	3		\$1,500.00
Fund 522 - 2018 Parks Bicentennial (S1380) Totals							Invoice Transactions	3		\$1,500.00
Fund 600 - Cumulative Cap Imprv(CIG)(S2379)										
Department 02 - Public Works										
Program 020000 - Main										
Account 52330 - Street , Alley, and Sewer Material										
334 - Irving Materials, INC	11502887	20-Concrete Materials class A Stone-1051 & 1059 E Jennifer	Paid by EFT # 62783		11/26/2024	11/26/2024	12/06/2024		12/06/2024	855.00
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions	1		\$855.00
Program 020000 - Main Totals							Invoice Transactions	1		\$855.00
Department 02 - Public Works Totals							Invoice Transactions	1		\$855.00
Fund 600 - Cumulative Cap Imprv(CIG)(S2379) Totals							Invoice Transactions	1		\$855.00



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Fund 601 - Cumulative Capital Devlp(S2391)										
Department 02 - Public Works										
Program 020000 - Main										
Account 52330 - Street , Alley, and Sewer Material										
5149 - E&B Paving, INC	30061356	20-Asphalt for patching on Rogers St-10/28/24	Paid by EFT # 62735		11/26/2024	11/26/2024	12/06/2024		12/06/2024	182.67
5149 - E&B Paving, INC	30059341	20-Credit for Asphalt Millings-Union-balance due-8/16/24	Paid by EFT # 62735		11/26/2024	11/26/2024	12/06/2024		12/06/2024	(89.88)
5149 - E&B Paving, INC	30059342	20-Credit for Asphalt Millings-Greywell Dr-08/13/24	Paid by EFT # 62735		11/26/2024	11/26/2024	12/06/2024		12/06/2024	(1,899.60)
5149 - E&B Paving, INC	30059343	20-Credit for Asphalt Millings-Jackson St-08/14/24	Paid by EFT # 62735		11/26/2024	11/26/2024	12/06/2024		12/06/2024	(89.04)
5149 - E&B Paving, INC	30059344	20-Credit for Asphalt Millings-Dunn St-8/12/24	Paid by EFT # 62735		11/26/2024	11/26/2024	12/06/2024		12/06/2024	(28.56)
5149 - E&B Paving, INC	30061188	20-Tac Oil for Paving 10/22/24	Paid by EFT # 62735		11/26/2024	11/26/2024	12/06/2024		12/06/2024	1,564.70
5149 - E&B Paving, INC	30061197	20-Asphalt for paving- Winston- 10/21/24	Paid by EFT # 62735		11/26/2024	11/26/2024	12/06/2024		12/06/2024	16,339.44
5149 - E&B Paving, INC	30061257	20-Asphalt for patching & Winston-10/22/24-10/24/24	Paid by EFT # 62735		11/26/2024	11/26/2024	12/06/2024		12/06/2024	25,389.25
5149 - E&B Paving, INC	30061260	20-Asphalt for patching & Coolidge-10/22-10/23/24-ST portion	Paid by EFT # 62735		11/26/2024	11/26/2024	12/06/2024		12/06/2024	126.74
5149 - E&B Paving, INC	30061406	20-Asphalt for paving- Countryside Ln-10/30/24	Paid by EFT # 62735		11/26/2024	11/26/2024	12/06/2024		12/06/2024	35,758.91
5149 - E&B Paving, INC	30061604	20-Asphalt for patching-2nd Street-11/7/24	Paid by EFT # 62735		11/26/2024	11/26/2024	12/06/2024		12/06/2024	157.08
9194 - Flynn Brothers Holdings, INC	F26497	20-Cold Mix for Patching 38.84 tons delivered	Paid by EFT # 62748		11/26/2024	11/26/2024	12/06/2024		12/06/2024	5,826.00
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	12	\$83,237.71
Account 52420 - Other Supplies										
351 - Young Trucking, INC	129815	20-Topsoil for Sidewalk Projects 10/11/24	Paid by Check # 79428		11/26/2024	11/26/2024	12/06/2024		12/06/2024	400.00
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$400.00
Program 020000 - Main Totals								Invoice Transactions	13	\$83,637.71
Department 02 - Public Works Totals								Invoice Transactions	13	\$83,637.71



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Fund 601 - Cumulative Capital Devlp(S2391)										
Department 07 - Engineering										
Program 070000 - Main										
Account 54310 - Improvements Other Than Building										
399 - American Structurepoint, INC	182304	07-2023 Signal Timing Project 09/01/24-09/30/24	Paid by EFT # 62669		11/26/2024	11/26/2024	12/06/2024		12/06/2024	70,308.00
3444 - Rundell Ernstberger Associates, INC	2023-1713-14	07-On-Call Engineering Serv, through 09/30/24	Paid by EFT # 62870		11/26/2024	11/26/2024	12/06/2024		12/06/2024	2,358.75
Account 54310 - Improvements Other Than Building Totals							Invoice Transactions	2		\$72,666.75
Program 070000 - Main Totals							Invoice Transactions	2		\$72,666.75
Department 07 - Engineering Totals							Invoice Transactions	2		\$72,666.75
Department 13 - Planning										
Program 130000 - Main										
Account 54310 - Improvements Other Than Building										
3663 - WSP USA, INC	40101963	07-Neighborhood Greenways 09/10/24-09/30/24	Paid by EFT # 62935		11/26/2024	11/26/2024	12/06/2024		12/06/2024	6,793.94
Account 54310 - Improvements Other Than Building Totals							Invoice Transactions	1		\$6,793.94
Program 130000 - Main Totals							Invoice Transactions	1		\$6,793.94
Department 13 - Planning Totals							Invoice Transactions	1		\$6,793.94
Fund 601 - Cumulative Capital Devlp(S2391) Totals							Invoice Transactions	16		\$163,098.40
Fund 610 - Vehicle Replacement Fund(S0012)										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 54450 - Equipment										
4156 - Pyramid Equipment, INC	27125	06-2024 Peterbilt 548 Rear Loading Sanitation Truck-#7421	Paid by EFT # 62857		11/26/2024	11/26/2024	12/06/2024		12/06/2024	191,147.00
4156 - Pyramid Equipment, INC	27104	06-2024 Peterbilt 548 Rear Loading Sanitation Truck-#6484	Paid by EFT # 62857		11/26/2024	11/26/2024	12/06/2024		12/06/2024	191,147.00
Account 54450 - Equipment Totals							Invoice Transactions	2		\$382,294.00
Program 060000 - Main Totals							Invoice Transactions	2		\$382,294.00
Department 06 - Controller's Office Totals							Invoice Transactions	2		\$382,294.00
Fund 610 - Vehicle Replacement Fund(S0012) Totals							Invoice Transactions	2		\$382,294.00
Fund 730 - Solid Waste (S6401)										
Department 16 - Sanitation										
Program 160000 - Main										
Account 52420 - Other Supplies										
54915 - VanHorn Tint & Accessories, INC	30168	16-wrap for new truck - VIN 696484	Paid by EFT # 62919		11/26/2024	11/26/2024	12/06/2024		12/06/2024	650.00
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$650.00



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Fund 730 - Solid Waste (S6401)										
Department 16 - Sanitation										
Program 160000 - Main										
Account 53140 - Exterminator Services										
51538 - Economy Termite & Pest Control, INC	64111	16-bi-monthly pest control-11/12/24	Paid by EFT # 62739		11/26/2024	11/26/2024	12/06/2024		12/06/2024	125.00
Account 53140 - Exterminator Services Totals Invoice Transactions 1										<u>\$125.00</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872897487801124	06-cell phone chgs 10/12-11/11/24-Inv. 287289748780X11192024	Paid by Check # 79382		11/27/2024	11/27/2024	11/27/2024		11/27/2024	4.03
13969 - AT&T Mobility II, LLC	2872974211321124	06-cell phone chgs 10/12-11/11/24-Inv. 287297421132X11192024	Paid by Check # 79384		11/27/2024	11/27/2024	11/27/2024		11/27/2024	419.36
13969 - AT&T Mobility II, LLC	2873273216181124	06-Unlim'td LTE Laptp/Hotspt-10/12-11/11/24-287327321618X1119202	Paid by Check # 79385		11/27/2024	11/27/2024	11/27/2024		11/27/2024	29.24
Account 53210 - Telephone Totals Invoice Transactions 3										<u>\$452.63</u>
Account 53410 - Liability / Casualty Premiums										
19618 - ONI Risk Partners, INC, DBA EPIC Insurance Midwest	649272	16-insurance for new truck #967 (CL package)	Paid by EFT # 62841		11/26/2024	11/26/2024	12/06/2024		12/06/2024	200.00
Account 53410 - Liability / Casualty Premiums Totals Invoice Transactions 1										<u>\$200.00</u>
Account 53510 - Electrical Services										
223 - Duke Energy	19-11.21.24-FAC	19-Fac Summary Elec Billing-09/25/24-11/01/2024	Paid by Check # 79392		11/27/2024	11/27/2024	11/27/2024		11/27/2024	21.86
Account 53510 - Electrical Services Totals Invoice Transactions 1										<u>\$21.86</u>
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	IN00805275	16 - Fire Alarm Repair service call-11/11/24	Paid by EFT # 62800		11/26/2024	11/26/2024	12/06/2024		12/06/2024	.00
Account 53610 - Building Repairs Totals Invoice Transactions 1										<u>\$0.00</u>
Account 53920 - Laundry and Other Sanitation Services										
19171 - Vestis Group, INC (FKA Aramark)	4080156250	16-uniform rental (minus payroll ded)-11/20/2024	Paid by EFT # 62921		11/26/2024	11/26/2024	12/06/2024		12/06/2024	6.48
19171 - Vestis Group, INC (FKA Aramark)	4080156251	16-Mat Services - 11/20/2024	Paid by EFT # 62921		11/26/2024	11/26/2024	12/06/2024		12/06/2024	29.68



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Fund 730 - Solid Waste (S6401)										
Department 16 - Sanitation										
Program 160000 - Main										
Account 53920 - Laundry and Other Sanitation Services										
19171 - Vestis Group, INC (FKA Aramark)	4080155287	16-uniform rental (minus payroll ded)-11/13/2024	Paid by EFT # 62921		11/26/2024	11/26/2024	12/06/2024		12/06/2024	6.48
19171 - Vestis Group, INC (FKA Aramark)	4080155288	16-Mat Services - 11/13/2024	Paid by EFT # 62921		11/26/2024	11/26/2024	12/06/2024		12/06/2024	29.68
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 4	\$72.32
Account 53950 - Landfill										
52226 - Hoosier Transfer Station-3140	3140-000023689	16-recycling fees-11/04-11/14/2024	Paid by EFT # 62770		11/26/2024	11/26/2024	12/06/2024		12/06/2024	887.00
52226 - Hoosier Transfer Station-3140	3140-000023684	16-trash disposal fee-11/1-11/15/24	Paid by EFT # 62770		11/26/2024	11/26/2024	12/06/2024		12/06/2024	13,205.73
Account 53950 - Landfill Totals									Invoice Transactions 2	\$14,092.73
Account 53990 - Other Services and Charges										
54915 - VanHorn Tint & Accessories, INC	30184	16-wrap for new truck VIN # 657421	Paid by EFT # 62919		11/26/2024	11/26/2024	12/06/2024		12/06/2024	650.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$650.00
Program 160000 - Main Totals									Invoice Transactions 15	\$16,264.54
Department 16 - Sanitation Totals									Invoice Transactions 15	\$16,264.54
Fund 730 - Solid Waste (S6401) Totals									Invoice Transactions 15	\$16,264.54
Fund 800 - Risk Management(S0203)										
Department 10 - Legal										
Program 100000 - Main										
Account 53130 - Medical										
7406 - Joseph D Creech	PHYS CDL-2024	10-reimburse CDL physical-10/11/24	Paid by EFT # 62724		11/26/2024	11/26/2024	12/06/2024		12/06/2024	100.00
231 - IU Health OCC Health Services	00163068-00	10-Hearing Test - B Wilson-10/8/24	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	37.00
231 - IU Health OCC Health Services	00163121-00	10-Hearing Tests - Hearing Test Truck Visit-10/8-10/10	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	375.00
8726 - Reece Jones	PHYS CDL-2024	10-reimburse CDL physical-11/1/24	Paid by EFT # 62791		11/26/2024	11/26/2024	12/06/2024		12/06/2024	91.00
4861 - Bradley C Rushton	PHYS CDL-2024	10-reimburse CDL physical-11/1/24	Paid by EFT # 62871		11/26/2024	11/26/2024	12/06/2024		12/06/2024	100.00
8524 - Brent Veatch	PHYS CDL-2024	10-reimburse CDL physical-11/15/24	Paid by EFT # 62920		11/26/2024	11/26/2024	12/06/2024		12/06/2024	100.00
Account 53130 - Medical Totals									Invoice Transactions 6	\$803.00



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Fund 800 - Risk Management(S0203)										
Department 10 - Legal										
Program 100000 - Main										
Account 53420 - Worker's Comp & Risk										
7792 - ONB Benefit Administration LLC (JWF Specialty)	BL111524	10-Workers Comp Payment BL111524 (10.24.24-10.30.24)	Edit		11/27/2024	11/27/2024	11/27/2024			8,178.27
Account 53420 - Worker's Comp & Risk Totals									Invoice Transactions 1	\$8,178.27
Account 53990 - Other Services and Charges										
204 - State Of Indiana	7155770	10-Driver's License Inquiry-100-10/31/24	Paid by Check # 79423		11/26/2024	11/26/2024	12/06/2024		12/06/2024	100.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$100.00
Program 100000 - Main Totals									Invoice Transactions 8	\$9,081.27
Department 10 - Legal Totals									Invoice Transactions 8	\$9,081.27
Fund 800 - Risk Management(S0203) Totals									Invoice Transactions 8	\$9,081.27
Fund 802 - Fleet Maintenance(S9500)										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52230 - Garage and Motor Supplies										
50605 - Bauer Built, INC	360149584	17 - tires for stock and scrap tire disposal - 11/8/24	Paid by EFT # 62683		11/26/2024	11/26/2024	12/06/2024		12/06/2024	1,732.60
50605 - Bauer Built, INC	360149736	17 - tires for stock and scrap tire disposal - 11/13/24	Paid by EFT # 62683		11/26/2024	11/26/2024	12/06/2024		12/06/2024	2,111.15
50605 - Bauer Built, INC	360149848	17 - tires for stock and scrap tire disposal - 11/20/24	Paid by EFT # 62683		11/26/2024	11/26/2024	12/06/2024		12/06/2024	2,549.76
4693 - Monroe County Tire & Supply, INC	074724	17 - 2 tires for 572	Paid by EFT # 62822		11/26/2024	11/26/2024	12/06/2024		12/06/2024	410.50
4693 - Monroe County Tire & Supply, INC	074896	17 - 4 tires for stock	Paid by EFT # 62822		11/26/2024	11/26/2024	12/06/2024		12/06/2024	661.00
Account 52230 - Garage and Motor Supplies Totals									Invoice Transactions 5	\$7,465.01
Account 52240 - Fuel and Oil										
9072 - Sunoco LP (Sunoco, LLC)	41256642	17 - unleaded fuel - 11/19/2024-Net 7,983 gallons	Paid by EFT # 62896		11/26/2024	11/26/2024	12/06/2024		12/06/2024	23,092.37
Account 52240 - Fuel and Oil Totals									Invoice Transactions 1	\$23,092.37



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Fund 802 - Fleet Maintenance(S9500)										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52320 - Motor Vehicle Repair										
244 - Bloomington Ford, INC	5084948	17 - seal for 876	Paid by EFT # 62693		11/26/2024	11/26/2024	12/06/2024		12/06/2024	.65
244 - Bloomington Ford, INC	5085072	17 - handle for 865	Paid by EFT # 62693		11/26/2024	11/26/2024	12/06/2024		12/06/2024	25.33
244 - Bloomington Ford, INC	5085071	17 - Frame, strap & wire assembly, spring, screw for 1219	Paid by EFT # 62693		11/26/2024	11/26/2024	12/06/2024		12/06/2024	402.74
244 - Bloomington Ford, INC	5085032	17 - Reservoir & separator assembly & special seal for 689	Paid by EFT # 62693		11/26/2024	11/26/2024	12/06/2024		12/06/2024	478.76
5792 - Clark Truck Equipment Co., INC	S1216	17 - bumper cap for 404	Paid by EFT # 62716		11/26/2024	11/26/2024	12/06/2024		12/06/2024	51.00
594 - Curry Auto Center, INC	5117383	17 - SL-N-Seal for 201	Paid by EFT # 62728		11/26/2024	11/26/2024	12/06/2024		12/06/2024	22.95
51827 - Fire Service, INC	IN-16779	17 - window crank handle for 342 (2)	Paid by EFT # 62746		11/26/2024	11/26/2024	12/06/2024		12/06/2024	79.02
51827 - Fire Service, INC	IN-16742	17 - Exhaust bellows for 395	Paid by EFT # 62746		11/26/2024	11/26/2024	12/06/2024		12/06/2024	1,929.64
51827 - Fire Service, INC	IN-16533	17 - rubber cab latch mount for 395 (2)	Paid by EFT # 62746		11/26/2024	11/26/2024	12/06/2024		12/06/2024	300.24
4992 - Fleetpride, INC	121316396	17 - #342 brake parts	Paid by Check # 79406		11/26/2024	11/26/2024	12/06/2024		12/06/2024	3,402.60
4387 - Force America Distributing, LLC	IN001-2003983	17-#4961 parts for the hydraulic valve	Paid by EFT # 62749		11/26/2024	11/26/2024	12/06/2024		12/06/2024	10,946.74
4387 - Force America Distributing, LLC	CM001-2000965	17-credit-returned part-counterbalance valve	Paid by EFT # 62749		11/26/2024	11/26/2024	12/06/2024		12/06/2024	(84.21)
4387 - Force America Distributing, LLC	CM001-2001602	17 - credit for returned subplate valve	Paid by EFT # 62749		11/26/2024	11/26/2024	12/06/2024		12/06/2024	(239.10)
455 - Industrial Service & Supply, INC	84670	17 - Adapter Union for 422	Paid by EFT # 62778		11/26/2024	11/26/2024	12/06/2024		12/06/2024	5.27
455 - Industrial Service & Supply, INC	84681	17 - Straight ORB Connector for 439	Paid by EFT # 62778		11/26/2024	11/26/2024	12/06/2024		12/06/2024	7.64
796 - Interstate Battery System of Bloomington, INC	30073087	17-batteries-31-MHD, MT-78, MTP-65HD, MTP-96R	Paid by EFT # 62781		11/26/2024	11/26/2024	12/06/2024		12/06/2024	683.76
5168 - Jasper Engine Exchange, INC	13719169	17 - #412 transmission	Paid by EFT # 62788		11/26/2024	11/26/2024	12/06/2024		12/06/2024	5,249.00
908 - JB Salvage (Westside Auto Parts)	47344	17 - #428 & #9300 steel pieces for fabrication	Paid by EFT # 62789		11/26/2024	11/26/2024	12/06/2024		12/06/2024	224.50



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Fund 802 - Fleet Maintenance(S9500)										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52320 - Motor Vehicle Repair										
8181 - Lawson Products, INC	9312012599	17 - shop supplies cable ties, fittings, clamps	Paid by EFT # 62804		11/26/2024	11/26/2024	12/06/2024		12/06/2024	869.19
2974 - MacAllister Machinery Co, INC	R67620817101	17 - #646 lamp	Paid by EFT # 62808		11/26/2024	11/26/2024	12/06/2024		12/06/2024	26.91
53385 - O'Reilly Automotive Stores, INC	1903-478071	17 - credit for returned ignition coil D153 (inv 1903-476800)	Paid by Check # 79420		11/26/2024	11/26/2024	12/06/2024		12/06/2024	(89.77)
53385 - O'Reilly Automotive Stores, INC	1903-476992	17 - Cabin filter for 1234	Paid by Check # 79420		11/26/2024	11/26/2024	12/06/2024		12/06/2024	20.30
53385 - O'Reilly Automotive Stores, INC	1903-478239	17 - Air temperature sensor for 630	Paid by Check # 79420		11/26/2024	11/26/2024	12/06/2024		12/06/2024	29.05
53385 - O'Reilly Automotive Stores, INC	1903-474292	17 - Anti freeze for 1000	Paid by Check # 79420		11/26/2024	11/26/2024	12/06/2024		12/06/2024	29.98
53385 - O'Reilly Automotive Stores, INC	1903-477652	17 - megacrimp for stock (2)	Paid by Check # 79420		11/26/2024	11/26/2024	12/06/2024		12/06/2024	30.82
53385 - O'Reilly Automotive Stores, INC	1903-479037	17 - Primer & primer sealer for 968	Paid by Check # 79420		11/26/2024	11/26/2024	12/06/2024		12/06/2024	34.97
53385 - O'Reilly Automotive Stores, INC	1903-476957	17 - O2 sensor for P 133	Paid by Check # 79420		11/26/2024	11/26/2024	12/06/2024		12/06/2024	35.20
53385 - O'Reilly Automotive Stores, INC	1903-476898	17 - TPMS sensor for 572	Paid by Check # 79420		11/26/2024	11/26/2024	12/06/2024		12/06/2024	39.74
53385 - O'Reilly Automotive Stores, INC	1903-478238	17 - Valve assembly for 1130	Paid by Check # 79420		11/26/2024	11/26/2024	12/06/2024		12/06/2024	44.19
53385 - O'Reilly Automotive Stores, INC	1903-478113	17 - Micro-V belt & belt tensner for 1130	Paid by Check # 79420		11/26/2024	11/26/2024	12/06/2024		12/06/2024	78.89
53385 - O'Reilly Automotive Stores, INC	1903-476800	17 - ignition coil assembly & spark plug for D153	Paid by Check # 79420		11/26/2024	11/26/2024	12/06/2024		12/06/2024	95.97
53385 - O'Reilly Automotive Stores, INC	1903-476927	17 - TPMS sensor for 572 (3)	Paid by Check # 79420		11/26/2024	11/26/2024	12/06/2024		12/06/2024	119.22
53385 - O'Reilly Automotive Stores, INC	1903-479104	17 - power brake booster for 297	Paid by Check # 79420		11/26/2024	11/26/2024	12/06/2024		12/06/2024	131.79
53385 - O'Reilly Automotive Stores, INC	1903-476798	17 - Radiator for 858	Paid by Check # 79420		11/26/2024	11/26/2024	12/06/2024		12/06/2024	155.94
53385 - O'Reilly Automotive Stores, INC	1903-478027	17 - radiator fan assembly for 1130	Paid by Check # 79420		11/26/2024	11/26/2024	12/06/2024		12/06/2024	174.52
53385 - O'Reilly Automotive Stores, INC	1903-478123	17 - Intercooler tube for 630	Paid by Check # 79420		11/26/2024	11/26/2024	12/06/2024		12/06/2024	177.14
53385 - O'Reilly Automotive Stores, INC	1903-471685	17 - Radiator for 574	Paid by Check # 79420		11/26/2024	11/26/2024	12/06/2024		12/06/2024	263.57



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Invoice Date Range 11/23/24 - 12/06/24

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 Vehicle Repair										
53385 - O'Reilly Automotive Stores, INC	1903-477731	17 - (2) hose guard for shop	Paid by Check # 79420		11/26/2024	11/26/2024	12/06/2024		12/06/2024	282.00
53385 - O'Reilly Automotive Stores, INC	1903-468762	17 - Core returned & wrong brake hose returned	Paid by Check # 79420		11/26/2024	11/26/2024	12/06/2024		12/06/2024	(86.35)
19681 - Southeastern Equipment Co, INC	C42699	17 - #839 wheel assembly (2)	Paid by EFT # 62886		11/26/2024	11/26/2024	12/06/2024		12/06/2024	563.65
19681 - Southeastern Equipment Co, INC	C41020	17 - #598 pneumatic swivel assembly	Paid by EFT # 62886		11/26/2024	11/26/2024	12/06/2024		12/06/2024	1,516.42
476 - Southern Indiana Parts, INC (Napa Auto Parts)	PARTS-OCT 2024	17 - various parts for the month of October 2024	Paid by EFT # 62887		11/26/2024	11/26/2024	12/06/2024		12/06/2024	8,883.27
54351 - Sternberg, INC	985302	17 - freight for 422 for inv# 985282	Paid by EFT # 62891		11/26/2024	11/26/2024	12/06/2024		12/06/2024	27.00
54351 - Sternberg, INC	985251	17 - turbo charger stud for 422	Paid by EFT # 62891		11/26/2024	11/26/2024	12/06/2024		12/06/2024	40.80
54351 - Sternberg, INC	985268	17 - stud for 422	Paid by EFT # 62891		11/26/2024	11/26/2024	12/06/2024		12/06/2024	70.50
54351 - Sternberg, INC	985303	17 - fuel module for inventory	Paid by EFT # 62891		11/26/2024	11/26/2024	12/06/2024		12/06/2024	77.90
54351 - Sternberg, INC	985166	17 - Battery clamp for 422	Paid by EFT # 62891		11/26/2024	11/26/2024	12/06/2024		12/06/2024	105.53
54351 - Sternberg, INC	985192	17 - Engine oil tube for 422	Paid by EFT # 62891		11/26/2024	11/26/2024	12/06/2024		12/06/2024	107.04
54351 - Sternberg, INC	985181	17 - clamps, tube, o ring, for 422	Paid by EFT # 62891		11/26/2024	11/26/2024	12/06/2024		12/06/2024	166.85
54351 - Sternberg, INC	985282	17-bolt prev torque & module EBP tube and sensor for 422	Paid by EFT # 62891		11/26/2024	11/26/2024	12/06/2024		12/06/2024	230.40
54351 - Sternberg, INC	985388	17 - Antilock brake system for 422	Paid by EFT # 62891		11/26/2024	11/26/2024	12/06/2024		12/06/2024	347.35
54351 - Sternberg, INC	985149	17 - battery clamps, tray, brackets & latch for 422	Paid by EFT # 62891		11/26/2024	11/26/2024	12/06/2024		12/06/2024	1,185.56
54351 - Sternberg, INC	985263	17 - manifold, gaskets, bolts, stud, nuts for 422	Paid by EFT # 62891		11/26/2024	11/26/2024	12/06/2024		12/06/2024	1,193.15
54351 - Sternberg, INC	985250	17 - turbo kit for 963	Paid by EFT # 62891		11/26/2024	11/26/2024	12/06/2024		12/06/2024	1,834.41
54351 - Sternberg, INC	985245	17 - Remanufactured turbocharger kit for 422	Paid by EFT # 62891		11/26/2024	11/26/2024	12/06/2024		12/06/2024	4,496.02



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Invoice Date Range 11/23/24 - 12/06/24

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 Vehicle Repair										
622 - Truck Country of Indiana, INC (Stoops Freightliner	X301906772:01	17 - Steering Drag link for 678	Paid by EFT # 62915		11/26/2024	11/26/2024	12/06/2024		12/06/2024	306.41
622 - Truck Country of Indiana, INC (Stoops Freightliner	X301908271:01	17 - Control electric window for 964	Paid by EFT # 62915		11/26/2024	11/26/2024	12/06/2024		12/06/2024	662.18
622 - Truck Country of Indiana, INC (Stoops Freightliner	X301907598:01	17 - credit for returned Radiator shroud Assembly for 779	Paid by EFT # 62915		11/26/2024	11/26/2024	12/06/2024		12/06/2024	(139.98)
4398 - TruckPro Holding Corporation	047-0346392	17 - low pressure switch for 950	Paid by EFT # 62916		11/26/2024	11/26/2024	12/06/2024		12/06/2024	27.38
2096 - West Side Tractor Sales CO.	B56306	17 - Filter elements for 467	Paid by EFT # 62926		11/26/2024	11/26/2024	12/06/2024		12/06/2024	96.27
2096 - West Side Tractor Sales CO.	B56567	17 - Filter Elements for 508	Paid by EFT # 62926		11/26/2024	11/26/2024	12/06/2024		12/06/2024	96.42
2096 - West Side Tractor Sales CO.	B56552	17 - Cutting Edge, bolt, washer, 5/8 Nut for 625	Paid by EFT # 62926		11/26/2024	11/26/2024	12/06/2024		12/06/2024	305.05
									Account 52320 - Motor Vehicle Repair Totals	
									Invoice Transactions 62	\$48,149.38
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	587464	17 - 1" Black number and letters for 442	Paid by EFT # 62688		11/26/2024	11/26/2024	12/06/2024		12/06/2024	7.98
409 - Black Lumber Co. INC	589633	17 - 5/16" Cobalt Bit & Milwaukee 3/16" Cobalt bit for 422	Paid by EFT # 62688		11/26/2024	11/26/2024	12/06/2024		12/06/2024	16.98
4574 - John Deere Financial f.s.b. (Rural King)	303789	17-winter clothing allotment-F Robinson-swysht/jacket/hoodie	Paid by Check # 79413		11/26/2024	11/26/2024	12/06/2024		12/06/2024	189.97
4574 - John Deere Financial f.s.b. (Rural King)	246278	17 - winter clothing allotment for J. Smith-jackets	Paid by Check # 79413		11/26/2024	11/26/2024	12/06/2024		12/06/2024	189.98
4574 - John Deere Financial f.s.b. (Rural King)	246279	17 - winter clothing allotment for R Jones-jacket/shirt	Paid by Check # 79413		11/26/2024	11/26/2024	12/06/2024		12/06/2024	189.98
4574 - John Deere Financial f.s.b. (Rural King)	246281	17-winter clothing allotment for R Hillenberg-shirts/insoles	Paid by Check # 79413		11/26/2024	11/26/2024	12/06/2024		12/06/2024	193.18
4574 - John Deere Financial f.s.b. (Rural King)	176573	17 - winter clothing allotment-L. Lazell-swtsht/shirts/hoodie	Paid by Check # 79413		11/26/2024	11/26/2024	12/06/2024		12/06/2024	194.89
4574 - John Deere Financial f.s.b. (Rural King)	303788	17-winter clothing allotment-K. Arthur-swtsht/hoodie/jacket	Paid by Check # 79413		11/26/2024	11/26/2024	12/06/2024		12/06/2024	194.98



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Invoice Date Range 11/23/24 - 12/06/24

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 52420 - Other Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	246280	17 - winter clothing allotment - K Sharp-jacket/shirt	Paid by Check # 79413		11/26/2024	11/26/2024	12/06/2024		12/06/2024	194.98
4574 - John Deere Financial f.s.b. (Rural King)	303787	17-winter clothing allotment - C Snider-jackets-max \$200	Paid by Check # 79413		11/26/2024	11/26/2024	12/06/2024		12/06/2024	200.00
4574 - John Deere Financial f.s.b. (Rural King)	303790	17-winter clothing allotment-M Sciscoe-shirts/jacket-\$200 max	Paid by Check # 79413		11/26/2024	11/26/2024	12/06/2024		12/06/2024	200.00
4574 - John Deere Financial f.s.b. (Rural King)	176574	17 - winter clothing allotment-C Axsom-shirts/hoodie/socks	Paid by Check # 79413		11/26/2024	11/26/2024	12/06/2024		12/06/2024	196.78
8658 - Kleindorfer's Hardware LLC	763625	17 - 2 of each 3/16 & 5/16 cobalt bits for shop	Paid by EFT # 62797		11/26/2024	11/26/2024	12/06/2024		12/06/2024	19.10
6216 - Terminal Supply, INC	77086-00	17- copper lugs, drill bits, terminal, 90 elbow & connector-shop	Paid by EFT # 62900		11/26/2024	11/26/2024	12/06/2024		12/06/2024	491.93
Account 52420 - Other Supplies Totals									Invoice Transactions 14	\$2,480.73
Account 52430 - Uniforms and Tools										
7527 - Kenneth Arthur	TOOLCHECK-112024	17 - tool reimbursement per contract-partial payment	Paid by EFT # 62674		11/26/2024	11/26/2024	12/06/2024		12/06/2024	605.00
1072 - Keith L Sharp	TOOLCHECK-112024	17-tool reimbursement per contract-partial	Paid by EFT # 62877		11/26/2024	11/26/2024	12/06/2024		12/06/2024	781.60
Account 52430 - Uniforms and Tools Totals									Invoice Transactions 2	\$1,386.60
Account 53130 - Medical										
231 - IU Health OCC Health Services	00163209-00	17-DS DOT 5 Panel E Screen- J. Smith-10/29/24	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	50.00
231 - IU Health OCC Health Services	00163073-00	17-audio tests- 8 mechanics & Dept Head-10/8-10/10/24	Paid by EFT # 62784		11/26/2024	11/26/2024	12/06/2024		12/06/2024	333.00
Account 53130 - Medical Totals									Invoice Transactions 2	\$383.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872897487801124	06-cell phone chgs 10/12-11/11/24-Inv. 287289748780X11192024	Paid by Check # 79382		11/27/2024	11/27/2024	11/27/2024		11/27/2024	43.20



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Invoice Date Range 11/23/24 - 12/06/24

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 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2873273216181124	06-Unlim'td LTE Laptp/Hotspt-10/12-11/11/24-287327321618X1119202	Paid by Check # 79385		11/27/2024	11/27/2024	11/27/2024		11/27/2024	29.24
Account 53210 - Telephone Totals Invoice Transactions 2										\$72.44
Account 53510 - Electrical Services										
223 - Duke Energy	19-11.21,24-FAC	19-Fac Summary Elec Billing-09/25/24-11/01/2024	Paid by Check # 79392		11/27/2024	11/27/2024	11/27/2024		11/27/2024	23.21
Account 53510 - Electrical Services Totals Invoice Transactions 1										\$23.21
Account 53620 - Motor Repairs										
4336 - American Eagle Auto Glass of Terre Haute, INC	TH0123081	17 - #806 window glass replacement	Paid by EFT # 62668		11/26/2024	11/26/2024	12/06/2024		12/06/2024	180.00
6001 - Bernath, LLC (Sealmaster)	2009243-0001	17 - #491 parts and labor to repair-burner will not ignite	Paid by EFT # 62684		11/26/2024	11/26/2024	12/06/2024		12/06/2024	875.47
244 - Bloomington Ford, INC	6232547	17 - #934 diagnostics-leaking coolant & overheating check	Paid by EFT # 62693		11/26/2024	11/26/2024	12/06/2024		12/06/2024	87.50
4474 - Ken's Westside Service & Towing, LLC	24-1106-97409	17-towing Unit #865-11/6/24	Paid by EFT # 62793		11/26/2024	11/26/2024	12/06/2024		12/06/2024	95.00
4474 - Ken's Westside Service & Towing, LLC	24-1119-97875	17-tow-Unit #134-11/19/24	Paid by EFT # 62793		11/26/2024	11/26/2024	12/06/2024		12/06/2024	120.00
2096 - West Side Tractor Sales CO.	O16528	17 - #625 replacement of sensor-11/13/24	Paid by EFT # 62926		11/26/2024	11/26/2024	12/06/2024		12/06/2024	1,092.85
Account 53620 - Motor Repairs Totals Invoice Transactions 6										\$2,450.82
Account 53650 - Other Repairs										
3286 - Peacetree, INC (PEI Maintenance)	4352	17 - 4" Vapor Cap to repair fuel tank (4)	Paid by EFT # 62845		11/26/2024	11/26/2024	12/06/2024		12/06/2024	205.28
Account 53650 - Other Repairs Totals Invoice Transactions 1										\$205.28
Account 53920 - Laundry and Other Sanitation Services										
19171 - Vestis Group, INC (FKA Aramark)	4080155282	17 - City portion Of uniform rentals - 11-13-24	Paid by EFT # 62921		11/26/2024	11/26/2024	12/06/2024		12/06/2024	52.77
19171 - Vestis Group, INC (FKA Aramark)	4080154216	17 - City portion Of uniform rentals - 11-6-24	Paid by EFT # 62921		11/26/2024	11/26/2024	12/06/2024		12/06/2024	53.42
19171 - Vestis Group, INC (FKA Aramark)	4080154217	17 - mat rentals and shop towels- 11-06-24	Paid by EFT # 62921		11/26/2024	11/26/2024	12/06/2024		12/06/2024	93.34



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Invoice Date Range 11/23/24 - 12/06/24

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 53920 - Laundry and Other Sanitation Services										
19171 - Vestis Group, INC (FKA Aramark)	4080155283	17 - mat rentals and shop towels- 11/13/2024	Paid by EFT # 62921		11/26/2024	11/26/2024	12/06/2024		12/06/2024	93.34
Account 53920 - Laundry and Other Sanitation Services Totals							Invoice Transactions	4		\$292.87
Program 170000 - Main Totals							Invoice Transactions	100		\$86,001.71
Department 17 - Fleet Maintenance Totals							Invoice Transactions	100		\$86,001.71
Fund 802 - Fleet Maintenance(S9500) Totals							Invoice Transactions	100		\$86,001.71
Fund 804 - Insurance Voluntary Trust										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990.1271 - Other Services and Charges Section 125 - URM- City										
9375 - WEX Health INC (Chard, Snyder & Associates)	112524daily	12-City URM	Paid by EFT # 62658		11/26/2024	11/26/2024	11/26/2024		11/26/2024	39.75
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals							Invoice Transactions	1		\$39.75
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City										
9375 - WEX Health INC (Chard, Snyder & Associates)	112624CheckRe g	12-City DDC- 11/26/2024	Paid by EFT # 62659		11/26/2024	11/26/2024	11/26/2024		11/26/2024	192.31
9375 - WEX Health INC (Chard, Snyder & Associates)	112624daily	12-City DDC - 11/26/24	Edit		11/27/2024	11/27/2024	11/27/2024			373.07
9375 - WEX Health INC (Chard, Snyder & Associates)	112724CheckRe g	12-City DDC - 11/27/24	Edit		11/27/2024	11/27/2024	11/27/2024			39.58
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals							Invoice Transactions	3		\$604.96
Account 53990.1283 - Other Services and Charges Health Savings Account										
9375 - WEX Health INC (Chard, Snyder & Associates)	112724 Payroll	12-HSA Employee Contributions - 11/27/24	Paid by EFT # 62660		11/26/2024	11/26/2024	11/26/2024		11/26/2024	25,928.33
Account 53990.1283 - Other Services and Charges Health Savings Account Totals							Invoice Transactions	1		\$25,928.33
Program 120000 - Main Totals							Invoice Transactions	5		\$26,573.04
Department 12 - Human Resources Totals							Invoice Transactions	5		\$26,573.04
Fund 804 - Insurance Voluntary Trust Totals							Invoice Transactions	5		\$26,573.04



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Invoice Date Range 11/23/24 - 12/06/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 986 - GO Bonds 2022										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 54510 - Other Capital Outlays										
16 - Butler, Fairman & Seufert, INC	106115	07-High St Multiuse Path & Intersection, RW 05/21/24-09/30/24	Paid by EFT # 62705		11/26/2024	11/26/2024	12/06/2024		12/06/2024	1,195.22
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	1		\$1,195.22
Program 060000 - Main Totals							Invoice Transactions	1		\$1,195.22
Department 06 - Controller's Office Totals							Invoice Transactions	1		\$1,195.22
Fund 986 - GO Bonds 2022 Totals							Invoice Transactions	1		\$1,195.22
Fund 987 - Econ Dev LIT Bonds of 2022										
Department 06 - Controller's Office										
Program 08FIR1 - Fire Station 1										
Account 54510 - Other Capital Outlays										
4916 - Motorola Solutions, INC	8281906561	08-Radio for Locution install for FS 1	Paid by EFT # 62823		11/26/2024	11/26/2024	12/06/2024		12/06/2024	4,286.26
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	1		\$4,286.26
Program 08FIR1 - Fire Station 1 Totals							Invoice Transactions	1		\$4,286.26
Program 08FIR3 - Fire Station 3										
Account 54510 - Other Capital Outlays										
6985 - Martin Riley, INC	9263	08-bidding/negotiation-FS#3-period ending 10/31	Paid by EFT # 62812		11/26/2024	11/26/2024	12/06/2024		12/06/2024	10,757.31
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	1		\$10,757.31
Program 08FIR3 - Fire Station 3 Totals							Invoice Transactions	1		\$10,757.31
Program 08FIRA - Fire Shower's West										
Account 54510 - Other Capital Outlays										
321 - Harrell Fish, INC (HFI)	ZW18166	04-Repairs to HVAC in Fire Admin Suite in Showers West 09/27/24	Paid by EFT # 62764		11/26/2024	11/26/2024	12/06/2024		12/06/2024	5,269.56
54915 - VanHorn Tint & Accessories, INC	30162	08-Main entrance decal and meeting room decals for HQ	Paid by EFT # 62919		11/26/2024	11/26/2024	12/06/2024		12/06/2024	550.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	2		\$5,819.56
Program 08FIRA - Fire Shower's West Totals							Invoice Transactions	2		\$5,819.56



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Invoice Date Range 11/23/24 - 12/06/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 987 - Econ Dev LIT Bonds of 2022										
Department 06 - Controller's Office										
Program 08FIRL - Fire Logistics										
Account 54510 - Other Capital Outlays										
6985 - Martin Riley, INC	9264	08-Schematic design for Training Facility-period ending 10/31	Paid by EFT # 62812		11/26/2024	11/26/2024	12/06/2024		12/06/2024	13,845.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	1		\$13,845.00
Program 08FIRL - Fire Logistics Totals							Invoice Transactions	1		\$13,845.00
Department 06 - Controller's Office Totals							Invoice Transactions	5		\$34,708.13
Fund 987 - Econ Dev LIT Bonds of 2022 Totals							Invoice Transactions	5		\$34,708.13
Grand Totals							Invoice Transactions	443		\$1,613,602.77

REGISTER OF CLAIMS
Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/06/24	Claims				\$1,613,602.77

\$1,613,602.77

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$1,613,602.77

Dated this ____ day of _____ year of 20____.

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

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

Fiscal Office _____