

Board of Public Works Meeting

January 28, 2025



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.



Board of Public Works

Staff Report

Project/Event: Encroachment Agreement for 812 S. Morton St.
Petitioner/Representative: Jenise Roane – Bailey Weiler
Staff Representative: [Maria McCormick](#)
Date: January 28, 2025

Report:

The petitioner is requesting an encroachment agreement for a garage on the property that is partially located in the Right-of-Way. The north wall of the garage encroaches 4.5' into the alley that runs along the north side of the property. The garage was originally built in 1954 and its location and size has remained unchanged. This encroachment was discovered as part of a variance process with the Planning and Transportation Department.

**BOARD OF PUBLIC WORKS
RESOLUTION 2025-004**

Encroachment Agreement for 812 S. Morton St

WHEREAS, Thomas J. Forbes and Martha Louise Shedd (hereinafter "Owners") own the real property at 812 S. Morton Street, which real estate is more particularly described in a deed recorded as Instrument No. 2019011301, in the Office of the Recorder of Monroe County (hereinafter "Property"); and

WHEREAS, the home on the Property was originally built in 1925 and the garage on the Property was built in 1954; and

WHEREAS, the north side of the garage was built so that it encroaches on the alley that runs to the north of the Property by approximately 4.5 feet; and

WHEREAS, in June 2024, Owners applied for a variance for an addition to the home that would connect the existing garage to the home. The variance was approved on July 31, 2024 and the building permit was approved on August 2, 2024. Construction was completed and the Owners received a Certificate of Occupancy on November 14, 2024; and

WHEREAS, Owners are requesting approval of the 4.5 feet encroachment of the garage on the alley that runs to the north of the Property; and

WHEREAS, the 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 Owners or their successor(s) in interest regarding the encroachment into the described right-of-way provided that:

1. Owners agree to maintain the described encroachment and to keep it in a safe and good condition. Owners shall be responsible for timely performance of maintenance and shall bear all expense regarding such maintenance.
2. The encroachment 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 Owners of any provisions of any applicable zoning or other ordinance or statute that may apply to the Property.
4. Owners agrees that the only encroachment that in the right of way are described herein. In the event Owners wish to install any additional encroachment(s), Owners must first obtain additional approval from the Board of Public Works.
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 Owners and acknowledgement by Owners 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 encroachment is 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 for recording, which must include the fee to the Monroe County Recorder's Office. In the event, Owners fail to return the notarized Resolution to the Engineering Department within 30 days of Board approval this agreement will be void.
6. Owners understand and agree that if the City or a public utility needs to work in said area for any reason, and the encroachment needs to be removed to facilitate the City or a utility, the removal shall be at the sole expense of Owners, and the City shall not be responsible for any damage which may occur to the encroachment by the City's workers or contractors, or by those of a public utility. Owners shall not be compensated for any expense which they 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 improvement interferes with the planned public improvements, then Owners shall remove any materials or other installations, included within the encroachment upon notification by the City, without compensation by the City.
8. In the event the Owners sells the property during the term of this authorization, this authorization shall continue under the original conditions and be binding on their successors and assigns. However, if Owners' successors and assigns wish to change any of the encroachment(s) in any way, Owners' 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, Owners, for themselves, their officers, directors, agents, employees, members, successors and assigns, (collectively, the "Owner Parties")

hereby acknowledge and agree 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. Owners expressly acknowledge 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 Owners and their successors and assigns. Owners expressly consent to the provisions of this Resolution on their own behalf and on behalf of their successors and assigns.
11. Owners agree by signing that they have full power by proper action to enter into this agreement and have authority to do so.

IN WITNESS WHEREOF, the Board of Public Works has executed this Resolution 2025-004 this _____ day of _____, 2025.

CITY OF BLOOMINGTON

Owners of 812 S. Morton St

BOARD OF PUBLIC WORKS

By: _____
Kyla Cox Deckard, President

By: _____
Thomas J. Forbes, Owner

By: _____
Elizabeth Karon, Vice President

By: _____
Martha Louise Shedd, Owner

By: _____
James Roach, Secretary

Date: _____

STATE OF INDIANA)

) SS:

COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Kyla Cox Deckard, Elizabeth Karon, and James Roach of the City of Bloomington Board of Public Works, who acknowledged the execution of the foregoing instrument.

WITNESS, my hand and notarial seal this ____ day of _____,
20____.

Resident of _____ County

Notary Public Signature

My Commission #: _____

Printed Name

My Commission expires: _____

STATE OF INDIANA)

) SS:

COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Thomas J. Forbes and Martha Louise Shedd, Owners of 812 S. Morton St., who acknowledged the execution of the foregoing instrument.

WITNESS, my hand and notarial seal this ____ day of _____,
20____.

Resident of _____ County

Notary Public Signature

My Commission #: _____

Printed Name

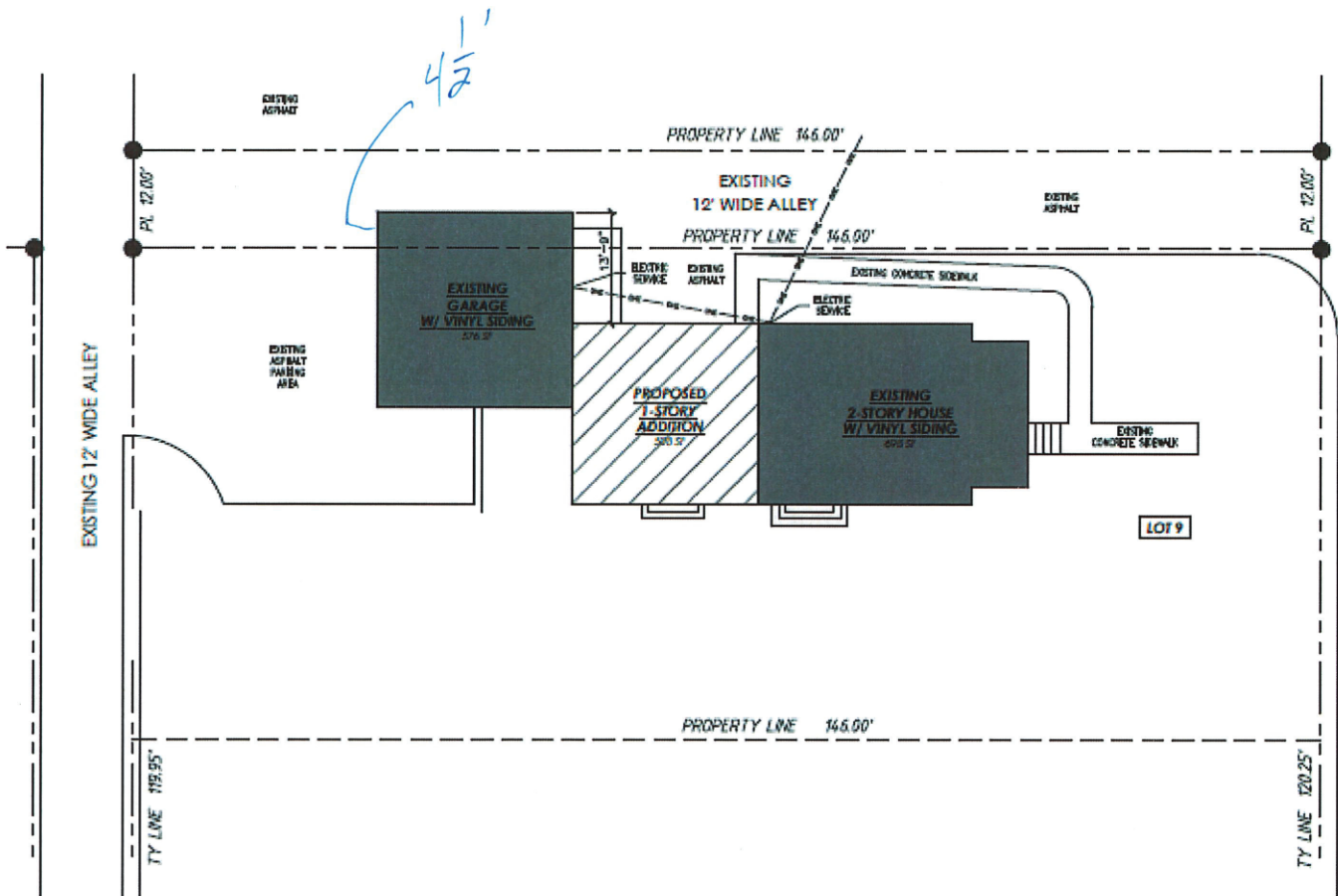
My Commission expires: _____

I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Aleksandrina P. Pratt

This instrument was prepared by Aleksandrina P. Pratt, Assistant City Attorney,
City of Bloomington Legal Department, P.O. Box 100, Bloomington, Indiana 47402-0100.

Resolution 2025-004

SCALED DRAWING OF 812 SOUTH MORTON STREET
Taken from professional architectural drawings for our home



Encroachment Agreement requested for 812 S Morton Street, Building Permit R-24-419, Variance Permit V-21-24

01/02/2025

Jenise Roane
Bailey Weiler Design Build
648 N Madison St Suite 1
Bloomington, IN 47404
jroane@bailey-weiler.com

Maria McCormick
Public Improvements Manager
maria.mccormick@bloomington.in.gov

Hello Maria,

I am writing on behalf of Martha Shedd and JT Forbes at 812 S Morton St., Bloomington, IN 47403 to ask that an encroachment agreement be approved at the next Board of Public Works meeting on January 28th.

In June 2024, we applied for a variance for the project of an addition to the home that would connect the existing garage to the home. Our variance was approved on July 31st, and subsequently the building permit was approved on August 2nd, 2024. We have completed construction and all necessary inspections and received a Certificate of Occupancy on November 14, 2024. The home was originally built in 1925, and the garage was built in 1954. The approved variance was because the north side of the garage was built so that it encroaches on the alley by approximately 4.5 feet. The only structural update to the garage was a roof replacement to update the asphalt shingles to a metal roof. This was done to update the garage, but also to make it match the roof style of the home, and the new addition that connected the garage to the home.

There was no new construction on the garage, and nothing about the footprint of the garage was changed. Since nothing has changed with the garage itself, moving the garage would only cause undue waste of materials and additional construction expenses. We are looking for the Board of Public Works to approve our request for an encroachment agreement.

Thank you in advance for your consideration,

Jenise Roane

**BLOOMINGTON HEARING OFFICER
STAFF REPORT
Location: 812 S. Morton Street**

**CASE #: V-21-24
DATE: July 31, 2024**

PETITIONER: J.T. Forbes and Martha Shedd
812 S. Morton Street, Bloomington

CONSULTANT: Bailey & Weiler Design, LLC
PO Box 3134, Bloomington

REQUEST: The petitioner is requesting a variance from side yard building setback standards to allow for an addition to a single family dwelling unit.

REPORT: The petition site is zoned Mixed-Use Medium Scale (MM) and is located south of the intersection of W. Dodds Street and S. Morton Street. It is currently developed with a single-family residence, a detached garage, and a parking area in the rear. Surrounding land uses include single family residences to the west, east, and south with an office building to the north. This property is located in the McDoel Historic District and a Certificate of Appropriateness (COA-24-09) has been approved for this project. This project received a variance (V-05-20) for the same scope of work, but the work was not initiated and the variance expired.

The petitioner is proposing an addition to the residence and will be connecting the house to an existing detached garage. Since the detached garage is being attached to the residence, it must meet the setback requirements for a primary structure. The existing garage encroaches over the north property line approximately 4.5' into a public alley.

The proposed one-story addition would expand the residence along the existing north and south walls and meet the 7' setback from the north (side) property line. The residence is currently approximately 9' from the north property line and 28' from the south property line. An encroachment agreement for the garage may be needed from the Board of Public Works and the petitioner will coordinate that with Staff.

The petitioner is requesting a variance to legitimize the existing 0' setback from the north property line for the existing garage, in order to allow the garage to be attached to the house.

CRITERIA AND FINDINGS FOR DEVELOPMENT STANDARDS VARIANCE

20.09.130 e) Standards for Granting Variances from Development Standards: A variance from the development standards of the Unified Development Ordinance may be approved only upon determination in writing that each of the following criteria is met:

1) *The approval will not be injurious to the public health, safety, morals, and general welfare of the community.*

PROPOSED FINDING: No injury is found with this petition. The proposal provides for continued use of a single-family residence. The variance will allow an existing garage to be

attached to the primary residence only, the proposed addition will meet the minimum side yard setback from the property line. The garage will not be expanded to further the existing encroachment.

2) *The use and value of the area adjacent to the property included in the Development Standards Variance will not be affected in a substantially adverse manner.*

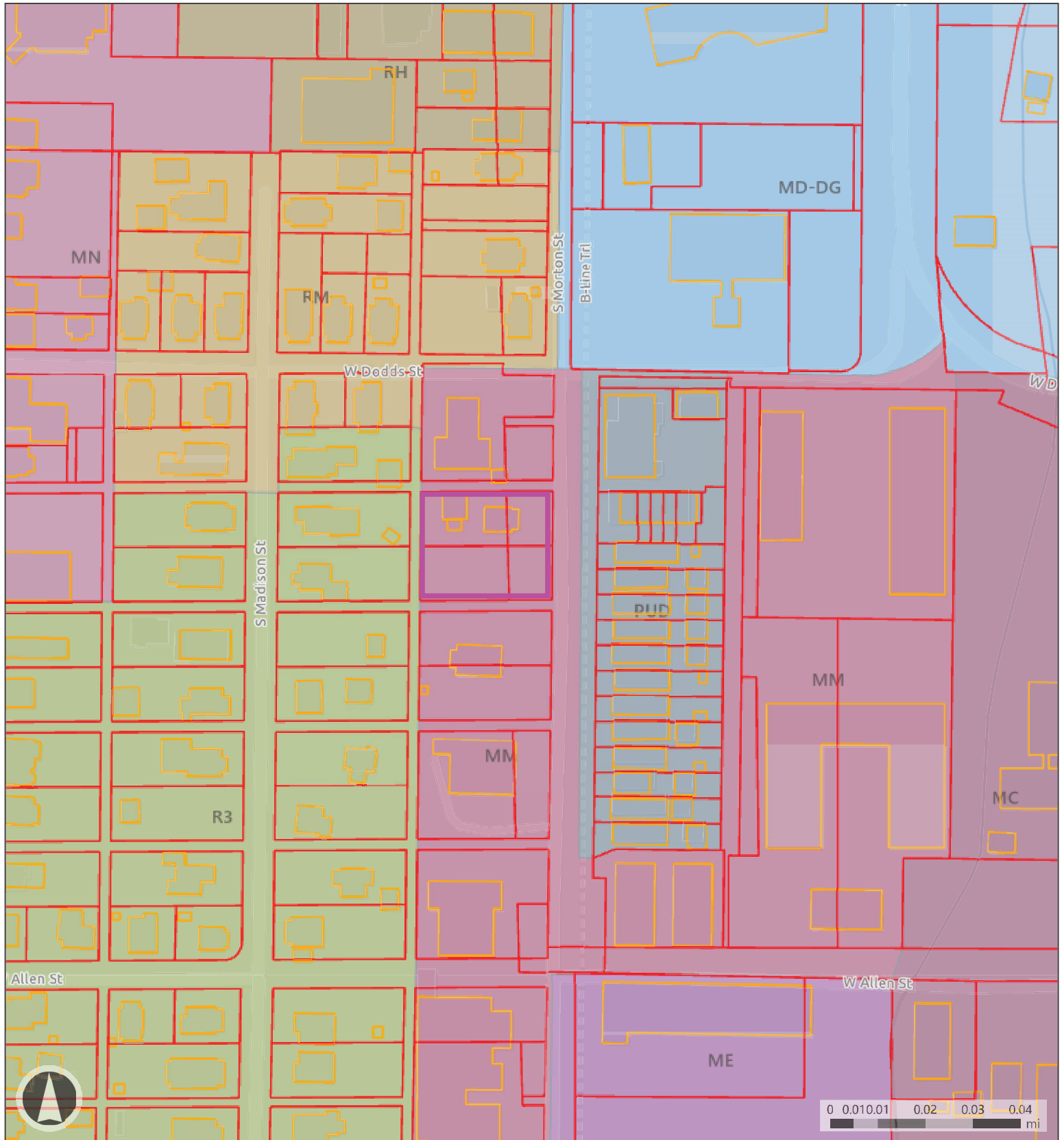
PROPOSED FINDING: No adverse impacts to the use and value of the surrounding properties are found as a result of the requested variance. The site will continue to be used as a single family residence and the addition will meet all required setbacks. The granting of this approval is only necessitated because of the existing encroachment of the garage. The scope of work only involves attaching a portion of the existing garage to the residence and must therefore be legitimized to allow the structures to be connected. A letter of support from an adjacent neighbor was received and is included in the packet.

3) *The strict application of the terms of the Unified Development Ordinance will result in practical difficulties in the use of the property; that the practical difficulties are peculiar to the property in question; that the Development Standards Variance will relieve the practical difficulties.*

PROPOSED FINDING: Practical difficulty is found in that due to the location of the existing garage, it is not possible to connect the house to the garage without the granting of a variance. Requiring the removal of the garage in order to meet setback requirements would not allow an existing structure to be utilized and necessitate the waste of materials and additional construction expense to build a new structure. Peculiar condition is found in the location of the garage within the existing setback which does not allow the residence and the garage to be connected. The granting of this variance simply allows for a unified roof line that will connect the garage to the house. Attached garages are a typical feature on single family lots.

RECOMMENDATION: The Department recommends that the Hearing Officer adopt the proposed findings and approve the petition with the following conditions:

1. The parking area in the rear of the structure must be brought into compliance with parking standards before occupancy will be issued for the addition.
2. Any addition to the garage must meet setback requirements. If the garage is removed, any new construction must meet setback requirements.
3. The petitioner will continue to work with staff on an Encroachment Agreement through the Board of Public Works if deemed necessary.

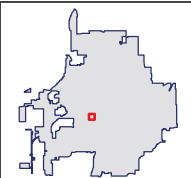


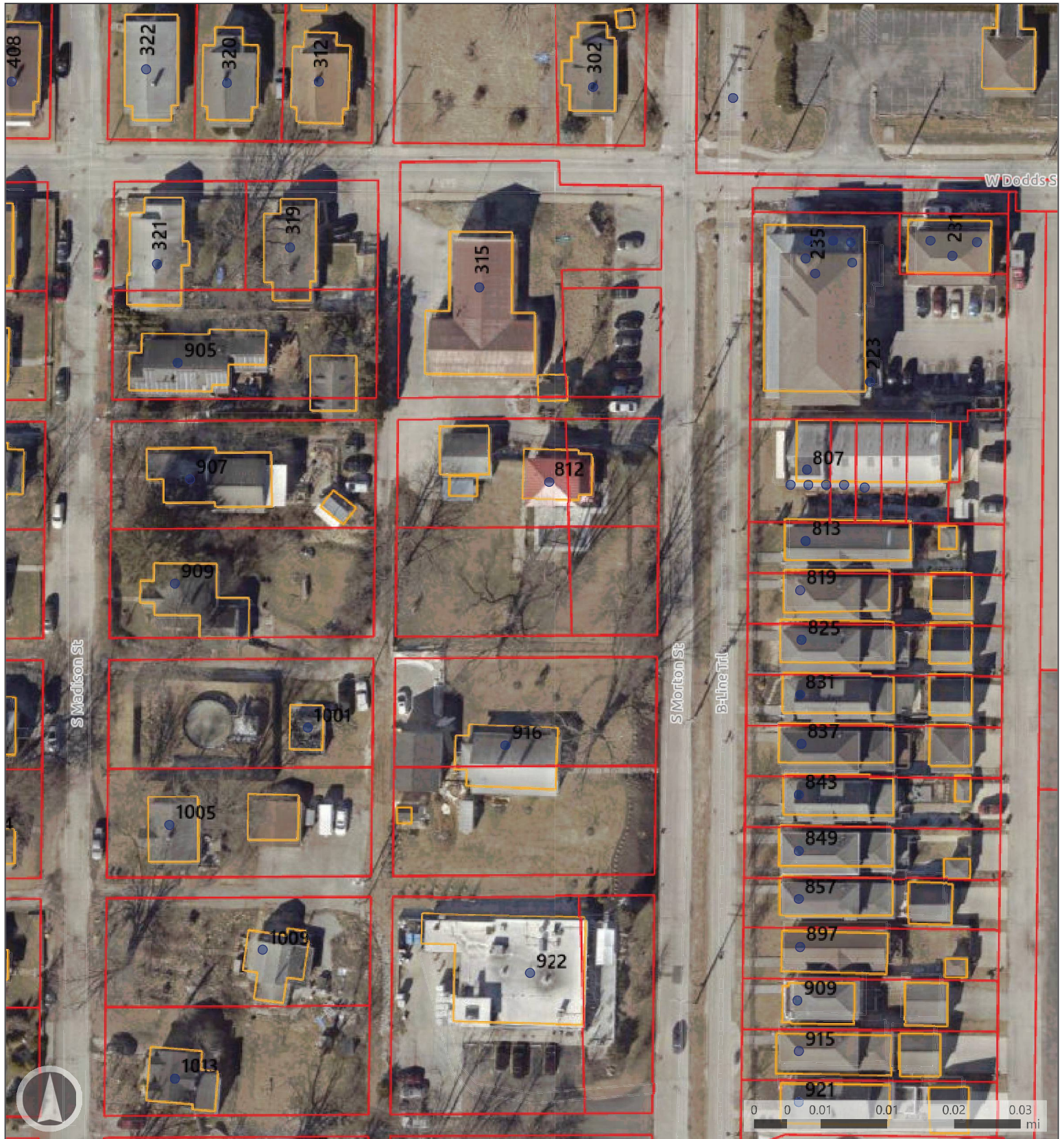
Map Legend

- Parcels
- Buildings
- Bloomington Municipal Boundary

- Urban Area
- Metropolitan Planning Area
- Mixed-Use Conductor

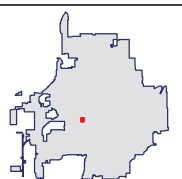
- Mixed-Use Downtown Gateway
- Mixed-Use Employment
- Mixed-Use Medium-Scale





Map Legend

- Addresses
- Buildings
- Parcels
- Bloomington Municipal Boundary



PETITIONERS' STATEMENT

We respectfully request a variance for the garage of our personal residence at 812 South Morton Street in the McDoel Historic District. Approval of this request will enable us to build a new addition that makes the house more accessible as we age in place.

The existing house structure was built in 1925 and served as a single-family owned residence for 69 years before becoming an investment property for the last two individuals who held title to the property. The garage was added in 1954 and it seems that a concrete floor was poured in 1960. Neighborhood lore has it that new drywall, insulation, wiring, and a heating and cooling unit was added in the early part of this century as part of a project to convert the garage to office space. The north side of the garage encroaches on the alley by approximately 4.5 feet.

We are committed to this neighborhood and this property as a home to age in place. Many of our adjacent neighbors, and principal authors of the McDoel Historic District Design Guidelines, have greeted us warmly and are supportive of us continuing to transform a previously vacant structure where drugs were consumed on the porch, into a vibrant home where friends, loved ones, and neighbors gather.

We have studied the history of the neighborhood and legacy of the house. For 69 years, it served as a home to common laborers who tarried for the Fagan Stone Company, Indiana University, the Monon Railroad, Monroe County Schools, and the Radio Corporation of America. It became an investment property for the last two individuals who held title to the property.

The aims of the McDoel Historic District Guidelines affirm our approach to renewing this home:

"Livability should be supported by maintaining affordability and property values, fostering energy conservation, fostering the visual compatibility of the neighborhood, promoting aging in place, and sustaining the character of contributing buildings."

The new addition will add approximately 840 square feet to the property, providing a master bedroom and bathroom, laundry facilities, a half-bathroom, and connect the garage to the house to make the first floor accessible in the event we experience mobility issues as we age in this, our last home.

Demolishing the existing garage seems a costly and environmentally irresponsible action. The garage is a very sound structure in very good condition. Moving the garage would be a very dramatic and financially extravagant solution. Having considered alternative designs for the addition, we are requesting a variance for the garage because it is the most affordable, accessible, and sustainable design that also is responsive to the McDoel Historic District Guidelines.

Thank you for consideration. We are both humbled and proud to add our names to the Boshears, Dillard, Hays, and Stalcup families who knew the house at 812 South Morton as a home where adults and children lived, loved, and welcomed co-workers, friends, family members, and neighbors. Approval of this variance will allow us to develop this property for ourselves and the future generations of McDoel Gardens.



Board of Public Works Staff Report

Project/Event:	2025 Asian American and Pacific Islander Heritage Month Opening Celebration/Asianfest
Petitioner/Representative:	Community and Family Resources Department (CFRD) and IU Asian Culture Center (ACC)
Staff Representative:	Andrew Shannon, Safe and Civil City Director, CFRD Melanie Castillo-Cullather, Founding Director of IU ACC
Date of Event:	Thursday, March 27, 2025
Date of Board Meeting:	Tuesday, January 28, 2025

Report:

Asian American and Pacific Islander Heritage Month Opening Celebration/Asianfest

Date: Thursday, March 27

Time: 5:00 pm to 8:30 pm

Venue: Outside - Kirkwood between Walnut & Washington / Inside - Buskirk-Chumley Theater, 114 E Kirkwood Ave, Bloomington, IN 47408

Description: Please join the IU Asian Culture Center and the City of Bloomington at the kickoff celebration of the 2025 Asian American and Pacific Islander Heritage Month. The event's featured activities represent the diversity within IU and broader Bloomington community. The event will include arts and crafts, a taste of Asian cuisine, and a showcase of cultural performances and fashion show. This event is open to all ages, there will be something for everyone!

Asianfest returns in Buskirk-Chumley Theater inside and outside street festival with Food Vendors.

The Asianfest Planning Committee is requesting to block off the street for a one block radius from S. Walnut and Kirkwood Avenue in front of the Buskirk-Chumley Theater, 114 E. Kirkwood Avenue to N. Washington Street.

The Asianfest Planning Committee would like to have Food Trucks outside on the main street corridor, as well as cultural activities.

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2025-006**

ASIANFEST

WHEREAS, the City of Bloomington Board of Public Works (hereinafter referred to as the “City”) is empowered by I.C. 36-9-6-2 to supervise city streets, sidewalks and parking spaces; and

WHEREAS, Andrew Shannon, Community and Family Resources Department (CFRD), would like to have the City close the following City streets: Kirkwood Avenue from S. Walnut Street to S. Washington Street (Thursday, March 27, 2025 at 3:00 pm until 9:00 pm) in order to conduct a Special Event: Asianfest; and,

WHEREAS, Indiana University Asian Culture Center has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured; and

WHEREAS, the City desires to close said streets in order to support this community function.

NOW, THEREFORE, BE IT RESOLVED that the City approves the Special Event herein described, subject to the following conditions:

1. The City declares that all or a portion of the following City streets: Kirkwood Avenue from S. Walnut Street to S. Washington Street shall be temporarily closed to motor vehicles on Thursday March 27, 2025 from 3:00 pm to 9:00 pm to conduct Asianfest as indicated on the attached Asianfest Map.
2. Asianfest shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
3. Asianfest shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Engineering Department. Asianfest shall obtain, and place at Asianfest’s own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers for protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. Asianfest shall not close the streets until 3:00 pm on Thursday, March 27, 2025 and shall remove barricades and signage by 9:00 p.m. on Thursday, March 27, 2025.
4. Asianfest shall be responsible for notifying the general public, public transit and public safety agencies of the street closing by notice at least 48 hours in advance.

5. Asianfest shall clean up the affected area before, during and after the event. Clean-up shall include, but not be limited to, removal of all “no parking” signs posted for the event, the removal of any and all food and/or drink, picking up all trash and litter, sweeping up any and all broken glass, and collect all trash can/receptacles and place in designated area for Sanitation pick-up. Clean-up shall be completed by 9:00 p.m. on Thursday, March 27, 2025.
6. The City declares the above-described and approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
7. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during those events that are part of Asianfest.
8. Asianfest shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
9. Asianfest shall be responsible for developing, enacting, and enforcing an Emergency Action Plan covering emergencies, including but not limited to weather related emergencies, that may arise during the course of the Asianfest, a copy of which Asianfest agrees to submit to the City at least thirty (30) days prior to the beginning of Asianfest.
10. In the event Asianfest allows mobile food vendor units, as defined by Bloomington Municipal Code Chapter 4.28, and/or pushcarts, as defined by Bloomington Municipal Code Chapter 4.30, to locate inside of their Special Event area, the following additional conditions shall specifically apply to any mobile food vendor units and/or pushcarts:
 - a. Shall obtain a permit from the Monroe County Health Department;
 - b. If a spark, flame or fire is used, an open burn permit from Bloomington Fire Department shall be obtained;
 - c. Shall not attach any portion of their unit or cart to a building, tree, telephone pole, streetlight pole, traffic signal pole or fire hydrant;
 - d. Shall not use any public electrical outlet;
 - e. Shall only be permitted to utilize a private electrical outlet if a licensed electrician has provided written documentation that said outlet is capable of handling the unit or pushcart’s electrical needs;
 - f. Shall serve their food and beverages in containers that do not allow the food or beverages to fall onto the street or sidewalk.
 - g. If utilizing a grill or device that results in a spark, flame or fire shall do the following: locate at least 20 feet away from a building; provide a barrier between the grill or device and the public; not allow the spark or flame to exceed 12 inches in height; and have a fire extinguisher within reaching distance;
 - h. Shall contain an approved grease interceptor or grease trap;
 - i. If a generator is utilized, the generators shall not exceed 70dBa;
 - j. Shall maintain the food storage areas in a manner that are free from rats, mice, flies and other insects

or vermin.

11. Asianfest, its officers, directors, agents, employees, members, successors and assigns, do hereby indemnify and hold harmless the City, its Boards, officers, agents and employees from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively “Claims”) which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
12. _____, a duly authorized representative of Asianfest, represents that he/she is fully empowered by proper action of Asianfest to bind Asianfest to the terms and conditions set forth in this Resolution and does so bind Asianfest by his/her signature set forth below.

ADOPTED THIS 19TH DAY OF DECEMBER, 2023.

BOARD OF PUBLIC WORKS:

ASIANFEST

Kyla Cox Deckard, President

Signature

Elizabeth Karon, Vice President

Printed Name

James Roach, Secretary

Title



KERRY THOMSON
MAYOR

CITY OF BLOOMINGTON DEPARTMENT OF PUBLIC WORKS

401 N Morton St Suite 120 PW 812.349.3410 PO Box 100
Bloomington IN 47402

Greetings from the City of Bloomington!

This application is for approval from the Board of Public Works for Temporary Special Events for the use of public rights of way owned by the City of Bloomington. To assure timely approval by the Board of Public Works to your application we ask that you notify us three (3) months in advance.

Applications will not be considered unless all relevant portions of the application have been completed in their entirety. Once a completed application is submitted to the City it will be reviewed by City Staff and will then go before the Board of Public Works for consideration. Once approved by the Board of Public Works, the City retains the right to revoke permission if event becomes a public safety concern.

The Board of Public Works has the sole discretion as to whether or not a special approval shall be granted. If the Board of Public Works issues a special approval for use of public right-of-way the Board may prescribe any reasonable conditions or requirements it deems necessary to minimize the adverse effects upon the Bloomington community, surrounding neighborhoods, or emergency service providers.

If the Board of Public Works issues the special approval, the permit holder shall still abide by all other city, county, state and federal laws.

The City of Bloomington



SPECIAL EVENT APPLICATION

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

1. APPLICANT INFORMATION

Contact Name:	Andrew Shannon		
Contact Phone:	812-349-3430	Mobile Phone:	910-762-3145
Title/Position:	Safe and Civil City Director		
Organization:	Community and Family Resources Department		
Address:	401 N. Morton Street, Suite 260		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	andrew.shannon@bloomington.in.gov		
Organization E-Mail and URL:	cfrd@bloomington.in.gov		
Org Phone No:	812-349-3430	Fax No:	

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

Organization Name:	Indiana University Asian Culture Center		
Address:	807 E. 10th Street		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	mcullath@iu.edu		
Phone Number:	812-856-5361	Mobile Phone:	
Contact Name:	Melanie Castillo-Cullather		
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:			

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

3. EVENT INFORMATION

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input checked="" type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Art in the Right of Way <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	Thursday, March 27, 2025	
Time of Event:	Date: 3/27/25 Start: 5 p.m. Date: 3/27/25 End: 8:30 p.m.	
Setup/Teardown time Needed	Date: 3/27/25 Start: 3 p.m. Date: 3/27/25 End: 9:00 p.m.	
Calendar Day of Week:	Thursday	
Description of Event:	<p>Asian American and Pacific Islander Heritage Month Opening Celebration/Asianfest Date: Thursday, March 27 Time: 5:00 pm to 8:30 pm Venue: Outside - Kirkwood between Walnut & Washington / Inside - Buskirk-Chumley Theater, 114 E Kirkwood Ave, Bloomington, IN 47408</p> <p>Description: Please join the IU Asian Culture Center and the City of Bloomington at the kickoff celebration of the 2025 Asian American and Pacific Islander Heritage Month. The event's featured activities represent the diversity within IU and broader Bloomington community. The event will include arts and crafts, a taste of Asian cuisine, and a showcase of cultural performances and fashion show. This event is open to all ages, there will be something for everyone!</p> <p>Asianfest returns in Buskirk-Chumley Theater inside and outside street festival with Food Vendors.</p> <p>The Asianfest Planning Committee is requesting to block off the street for a one block radius from S. Walnut and Kirkwood Avenue in front of the Buskirk-Chumley Theater, 114 E. Kirkwood Avenue to N. Washington Street.</p> <p>The Asianfest Planning Committee would like to have Food Trucks outside on the main street corridor, as well as cultural activities.</p>	
Expected Number of Participants:	500	Expected # of vehicles (Use of Parking Spaces to close): 50

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

<input type="checkbox"/>	<p>A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified)</p> <ul style="list-style-type: none"> · The starting point shall be clearly marked · The ending point shall be clearly marked · Each intersection along the route shall be clearly identified · A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed)
<input type="checkbox"/>	Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
<input type="checkbox"/>	<p>A properly executed Maintenance of Traffic Plan</p> <ul style="list-style-type: none"> · Determine if No Parking Signs will be required
<input type="checkbox"/>	Noise Permit application

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

<input type="checkbox"/>	<p>A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified)</p> <ul style="list-style-type: none"> · The starting point shall be clearly marked · The ending point shall be clearly marked · The number of lanes to be restricted on each road shall be clearly marked · Each intersection along the route shall be clearly identified · A notation of how each intersection is to be blocked shall be specifically noted at each intersection (i.e.: Type 3 barricades and/or law enforcement); and · The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input type="checkbox"/>	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit · Not applicable
<input type="checkbox"/>	<p>Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.</p>
<input type="checkbox"/>	<p>A properly executed Maintenance of Traffic Plan</p> <p>*Determine if No Parking Signs will be required * Determine if Barricades will be required</p>
<input type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department Not applicable ·
<input type="checkbox"/>	Noise Permit application Not · applicable
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

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

X	<p>A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified)</p> <p>The starting point shall be clearly marked</p> <ul style="list-style-type: none"> · The ending point shall be clearly marked · The number of lanes to be restricted on each road shall be clearly marked · Each intersection along the route shall be clearly identified · A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and · The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
X	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit X Not applicable
X	<p>A properly executed Maintenance of Traffic Plan</p> <p>*Determine if No Parking Signs will be required * Determine if Barricades will be required</p>
X	Noise Permit application · Not applicable
<input type="checkbox"/>	Beer& Wine Permit X Not applicable
X	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
X	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
X	Waste and Recycling Plan if more than 100 participates (template attached)

7. CHECKLIST

X	Determine type of Event
X	Complete application with attachment: <input type="checkbox"/> Detailed Map <input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input type="checkbox"/> Maintenance of Traffic Plan <input type="checkbox"/> Noise Permit Application (if applicable) <input type="checkbox"/> Certificate of Liability Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) <input type="checkbox"/> Waste and Recycling Plan (if applicable) <input type="checkbox"/> For art installations: an accurate depiction of the design of private art to scale, dimensions of the art, placement on the detailed map of proposed location of the art, and the name and qualifications of the artist
X	Date Application will be heard by Board of Public Works - January 28, 2025
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park) - N/A
X	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	If applicable, acknowledgment of compliance with the City of Bloomington Policy and Procedures on Private Art Installations within the Public Right of Way (Policy attached with application) - N/A

FOR CITY OF BLOOMINGTON USE ONLY

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



NOISE PERMIT

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

Event and Noise Information

Name of Event:	2025 Asianfest			
Location of Event:	Outside - Kirkwood between Walnut & Washington Inside - Buskirk-Chumley Theater			
Date of Event:	March 27, 2025	Time of Event:	Start: 3 p.m.	
Calendar Day of Week:	Thursday		End: 8:30 p.m.	
Description of Event:	Description: Please join the IU Asian Culture Center and the City of Bloomington at the kickoff celebration of the 2025 Asian American and Pacific Islander Heritage Month. The event's featured activities represent the diversity within IU and broader Bloomington community. The event will include arts and crafts, a taste of Asian cuisine, and a showcase of cultural performances and fashion show. This event is open to all ages, there will be something for everyone!			
Source of Noise:	Live Band	Instrument	<input checked="" type="checkbox"/> Loudspeaker	Will Noise be Amplified? Yes No
Is this a Charity Event?	Yes No	If Yes, to Benefit:		

Applicant Information

Name:	Andrew Shannon		
Organization:	City of Bloomington - Community and Family Resources Department	Title:	Safe and Civil City Director
Physical Address:	401 N. Morton Street, Suite 260, Bloomington, IN 47404		
Email Address:	andrew.shannon@bloomington.in.gov	Phone Number:	812-349-3430
Signature:		Date:	

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	Elizabeth Karon, Vice-President
Kyla Cox Deckard, President	James Roach, Secretary
— Date	

Waste and Recycling Management Plan Template

Event name: Asianfest

Number of expected attendees: 500

Number of food vendors: 4

Number of other vendors: 30 tables

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

Melanie Castillo-Cullather, will be the designated waste and recycling manager.

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

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

ClearStream recycling bins are available for use through [Downtown, Bloomington, Inc.](#)

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

Type of waste	Collection plan
Food/Drink waste & non-recyclable containers	15 trash bins provided by COB Sanitation Division
Recyclable food & drink containers	5 recycle bins provided by COB Sanitation Division

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

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

COB Sanitation Division will deliver trash & recycling bins to corner parking spot of S Washington & Kirkwood morning of Thursday, March 27, 2025. Event organizers and team will distribute throughout event space according to plan. At end of event, event organizers and team will collect and place back in corner parking spot of S Washington & Kirkwood for COB Sanitation Division to collect following morning, Friday, March 28, 2025.

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

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

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

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



CITY OF
BLOOMINGTON
PUBLIC WORKS DEPARTMENT

RE: Notice of Public Meeting

Dear Sir or Madam:

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in the Public Right Way for Asianfest.

The Board of Public Works meeting to hear this request will be on January 28, 2025 at 5:30 PM. Board of Public Works meetings are held virtually via zoom and in person in the City of Bloomington Council Chambers at City Hall, 401 N. Morton Street, Bloomington, Room 115.

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

The proposal for this event will be on file and may be examined in the Public Works office on Friday, January 24, 2025, prior to the Tuesday, January 28, 2025 meeting. All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone you may call 812.349.3411 or email public.works@bloomington.in.gov. Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

Petitioner:

Andrew J. H.

Date:

01/15/25

Trojan Horse ~~North Shady~~ - 100 E. Kirkwood St.

Uptown Cafe ~~Cal Cu~~

102 E. Kirkwood Ave.

Farmington ~~JP~~

108 E. Kirkwood Ave. (JACK LEWIS, mgr.)

Blue Boy ~~Oli Lef~~

121 E. Kirkwood Ave. (Olivia Lehman)

Buckingham Theatre ~~Paige Talbert~~

114 E Kirkwood Ave (PAIGE TALBERT)

Chubbies DANIEL LOPEZ

118 E. KIRKWOOD AVE.

BURRITOS

CLASH GALLERY Jennifer Mijezovic

120 E. Kirkwood Ave,^L
(Jennifer Mijezovic)

Alumni Hall Kelsey Rose

124 E. Kirkwood Ave (Kelsey Rose)

CUS PHARMACY Kurt Pope NPh.

121 E KIRKWOOD AVE (LISA PARESH)

Businesses notified
for Asian fest
on 01.15.2025.

<u>Contact Information- Other</u>			
	<u>Location</u>	<u>Contact</u>	<u>Phone Number</u>
Maintenance of Traffic Plan	401 N. Morton St. Suite 130 Bloomington, IN	City of Bloomington Engineering	(812) 349-3913
Monroe County Health Department (Food Handler Permit)	119 W. 7th St. Bloomington, IN	Nicole Wagner	(812) 349-2543
Waste & Recycling Plan	401 N. Morton Street Suite 150	Economic & Sustainable Development	(812) 349-3837
Bloomington Board of Public Works	401 N. Morton St. Suite 120 Bloomington, IN	April Rosenberger Dept. of Public Works	(812) 349-3411
Bloomington Parks and Recreation Department (Events on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Leslie Brinson Community Events Manager	(812) 349-3700
Bloomington Fire Department	226 S. College Bloomington, IN	Fire Administration	(812) 332-9763
Bloomington Police Department (Parade Permit)	220 E. Third Bloomington, IN	Police Administration	(812) 339-4477
Master Rental	2022 W. 3 rd Street Bloomington, IN	Type 3 Barricades	(812) 332-0600
Indiana Traffic Services	3867 N. Commercial Parkway Greenfield, IN 46140	Type 3 Barricades	(317) 891-8065

Monroe County Emergency Management	5850 Foster Curry Bloomington, IN		(812)- 349-2546
Department of Homeland Security		Mike Anderson	(317) 409-9510



City of Bloomington Policy and Procedures on Private Art Installations within the Public Right of Way

The City of Bloomington's Policy and Procedures on Private Art Installations within the Public Right of Way ("Policy") authorizes private Art Installations in the public right of way that comply with this document and are approved through one of two City programs: (1) the Neighborhood Improvement Grant Program or (2) a Special Event Application.

This Policy is designed to reduce the risks to public safety and burden on public resources that private Art Installations within the right of way may impose while simultaneously recognizing the importance of private as well as public art to Bloomington's culture, community, and economy.

I. Definitions. The following definitions shall apply throughout this policy.

- A. Temporary Art. Art expected to remain in place within the public right of way for seven (7) or fewer days.
- B. Semi-Permanent Art or Permanent Art. Art expected to remain in place within the public right of way for more than seven (7) days.
- C. Art Installation. Temporary, Semi-Permanent, or Permanent Art that consists of a physical alteration of the right of way, such as a painting, mural, or sculpture and that is not Performative Art.
- D. Street Painting or Street Mural. Art involving the placement of paint or a similar material within the area where vehicles drive or park, commonly understood to be the space "between the curbs."
- E. Performative Art. A time-based art form that is an ephemeral event featuring a live presentation to an audience, drawing on such arts as acting, poetry, music, or dance, and that does not involve the creation of an artifact (such as a painting or sculpture) that physically alters the right of way beyond the time of the live performance.

1

F. Speech. Words, letters, numbers, universally recognized symbols, or logos of any kind.

II. Performative Art. This policy does not apply to Performative Art.¹

III. Criteria Applicable to All Private Art Installations. The following criteria are applicable to any private Art Installation proposed within Bloomington's right of way, whether the Art Installation is Temporary Art, Semi-Permanent Art, or Permanent Art.

- A. Requests must be submitted to the appropriate City Department(s) and/or Board(s) or Commission(s), as required by the selected program application identified in Section VI below. Staff shall provide a recommendation on the request to the appropriate Board(s) or Commission(s) based on the request's compliance with this Policy and any other applicable laws, rules, or City of Bloomington policies.
- B. Art Installations may not use or incorporate copyrighted material in whole or part where the copyright is not owned by the artist.
- C. Art Installations may not mimic in whole or part traffic control devices including but not limited to a crosswalk, stop sign, stop bar, or similar traffic control device. Art Installation geometry should be such that drivers do not alter their course to drive around the art.
- D. Art Installations may not depict activities, materials, images, or products that are not legally available to all ages.

IV. Additional Criteria Applicable to Semi-Permanent Art Installations or Permanent Art Installations.

- A. Applications for approval of a Semi-Permanent or Permanent Art Installation within the right of way must include the following:
 - 1. An accurate depiction of the design to scale;
 - 2. Dimensions;
 - 3. A map of proposed location of the design; and
 - 4. The name and qualifications of the artist.

¹ Though this Policy does not apply to Performative Art taking place within the right of way, other municipal policies or ordinances may apply that impact Performative Art within the right of way, including but not limited to the City's parade ordinance or special event application process.

- B. Semi-Permanent Art Installations or Permanent Art Installations may not contain Speech.

V. Additional Criteria Applicable to Street Paintings or Street Murals. Because paintings and murals within the street create a heightened probability of conflicts with traffic control devices and driver distraction, the following additional criteria apply to all paintings or murals proposed for street surfaces, whether as Temporary, Semi-Permanent, or Permanent Art Installations.

- A. Applications for approval of a Street Painting or Street Mural within the right of way must include the following:

1. An accurate depiction of the design to scale;
2. Dimensions;
3. A map of proposed location of the design; and
4. The name and qualifications of the artist.

- B. Street paintings and street murals may only be placed on streets with a local or secondary collector functional classification under the City's Transportation Plan, where regulatory speed limits do not exceed 25 miles per hour.
- C. Street paintings and street murals may only be placed on pavement in adequate condition for materials to bond.
- D. Street paintings and street murals are not permitted on brick, paver, or other decorative surface materials (e.g., colored or stamped concrete). Street paintings and street murals are only permitted on standard non-decorative concrete or asphalt.
- E. A buffer of four feet must remain between street paintings and street murals and any crosswalk.
- F. Within an intersection, street paintings and street murals are only allowed where the intersection utilizes all-way stop control, unless the painting or mural is located on an apron.
- G. Street paintings and street murals may not be painted on the side or top of any curb or any curb ramp.
- H. Materials used must be approved by the City's Engineering Department. 3
- I. Any paint or similar material utilized as part of any street painting or street mural must provide a non-slip surface for pedestrians and must be street-grade.

VI. Programs. Individuals and external organizations seeking to place private Art Installations within the public right of way must apply pursuant to one of the programs listed below and follow the procedures associated with the program, which are linked and attached hereto for reference. Requests to place an Art Installation in the City's right of way using a program or procedure other than those listed below will not be considered.

A. Neighborhood Improvement Grant Program

1. Applications for Art Installations within the right of way pursuant to the Neighborhood Improvement Grant Programs must comply with Program guidelines, the criteria set forth in this Policy, and any additional logistical or safety conditions imposed by the Board of Public Works as part of its approval.
2. Neighborhood Improvement Grant Program guidelines may be accessed [here](#)² and

are attached for reference.

B. Special Event Permit

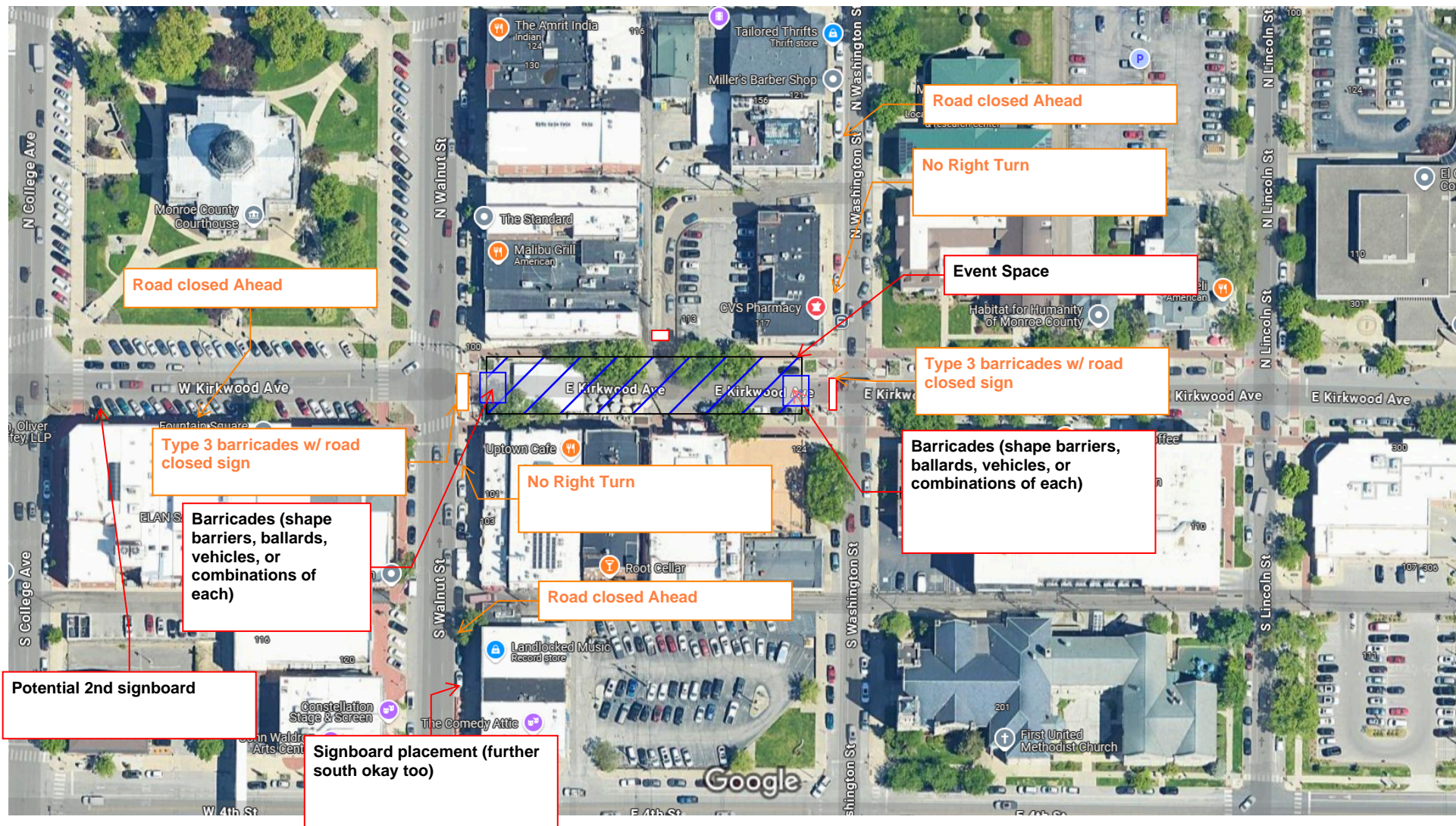
1. A special event application may be submitted for permission to conduct an event during which an Art Installation will be placed in the public right of way. The proposed Art Installation must comply with the criteria set forth in this policy, the requirements set forth in the special event permit application, and any additional logistical or safety conditions imposed by the Board of Public Works as part of its approval.
2. A special event application may be accessed [here](#)³ and is attached for reference.

² <https://bloomington.in.gov/neighborhoods/grants/improvement>

³ <https://bloomington.in.gov/departments/esd>



ACC Event MOT



Imagery ©2025 Airbus, Maxar Technologies, Map data ©2025 Google 50 ft



Board of Public Works Staff Report

Project/Event: Approve Balancing Change Order for the Hawthorne Weatherstone Miller Neighborhood Greenway Project

Petitioner/Representative: Engineering Department

Staff Representative: Zac Rogers

Date: January 28th 2024

Report:

This project was awarded to E&B Paving, LLC on December 19th, 2023, for a contract amount of \$873,378.00.

This is a balancing change order for a deduction of -\$3,955.60. This brings a revised contract total to \$869,422.40.



CONTRACT COVER MEMORANDUM

TO: Office of the Mayor
FROM: Engineering Department
DATE: January 28th, 2025
RE: Balancing Change Order – Hawthorne, Weatherstone & Miller Neighborhood Greenways

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>	Zac Rogers
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:	1/28/2025
Expiration Date of Contract:	June 2025
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	Authorized Amount \$873,378.00 CO Amount -\$3955.60 Revised Amount \$869,422.40
Funding Source:	ARPA 454-07-070000-54310 601 07-070000-54310 101 07-070000-54310 176 07-G21005-54310
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, asphalt trail, concrete curb bump-outs, concrete curb ramps, pavement markings, signs, rectangular rapid flashing beacons, incidental patching, removal of trees, and restoration of areas with topsoil, sodding, and trees.

City of Bloomington Contract and Purchase Justification Form

Vendor: E&B Paving

Contract Amount: \$869,422.40

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: 0

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:

This project was awarded to E&B Paving on December 19th, 2023 by the Board of Public Works. Change Orders are being processed in compliance with the contract documents.

Authorized Contract Amount, \$873,378.00

Change Order Amount, -\$3955.60

Total Contract Amount, \$869,422.40

Zac Rogers

Project Manager

Engineering

Print/Type Name

Print/Type Title

Department



City of Bloomington, Indiana

Change Order Details

Hawthorne, Weatherstone Miller Neighborhood Greenway

Description	Hawthorne, Weatherstone and Miller Neighborhood Greenway
Prime Contractor	E & B Paving, INC 2520 W Industrial Park Dr Bloomington, IN 47404
Change Order	2
Status	Pending
Date Created	12/11/2024
Summary	Balancing Change Order for Final Payment
Change Order Description	Balancing Change Order for Final Payment
Awarded Project Amount	\$873,378.00
Authorized Project Amount	\$873,378.00
Change Order Amount	-\$3,955.60
Revised Project Amount	\$869,422.40

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0004	203-02070	CYS	\$72.000	98.000	\$7,056.00	1.450	\$104.40	99.450	\$7,160.40
BORROW									
Reason: Balancing Change Order									
0006	207-08266	SYS	\$29.000	208.000	\$6,032.00	-104.000	-\$3,016.00	104.000	\$3,016.00
SUBGRADE TREATMENT, TYPE III									
Reason: Balancing Change Order									
0007	207-09935	SYS	\$45.000	98.000	\$4,410.00	-53.000	-\$2,385.00	45.000	\$2,025.00
SUBGRADE TREATMENT, TYPE IC									
Reason: Balancing Change Order									
0010	301-12234	CYS	\$140.000	49.000	\$6,860.00	-16.000	-\$2,240.00	33.000	\$4,620.00
COMPACTED AGGREGATE, NO. 53									
Reason: Balancing Change Order									
0011	305-07468	SYS	\$65.000	121.000	\$7,865.00	-36.000	-\$2,340.00	85.000	\$5,525.00
PCC BASE PATCHING, 12 IN.									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Reason: Balancing Change Order									
0017	401-10258	LFT	\$3.000	440.000	\$1,320.00	-120.000	-\$360.00	320.000	\$960.00
JOINT ADHESIVE, SURFACE									
Reason: Balancing Change Order									
0018	401-11785	LFT	\$1.050	440.000	\$462.00	-120.000	-\$126.00	320.000	\$336.00
LIQUID ASPHALT SEALANT									
Reason: Balancing Change Order									
0021	604-05528	TON	\$500.000	26.000	\$13,000.00	-5.000	-\$2,500.00	21.000	\$10,500.00
HMA FOR SIDEWALK									
Reason: Balancing Change Order									
0022	604-06070	SYS	\$105.000	231.000	\$24,255.00	14.000	\$1,470.00	245.000	\$25,725.00
SIDEWALK, CONCRETE									
Reason: Balancing Change Order									
0023	604-08086	SYS	\$250.000	196.000	\$49,000.00	17.000	\$4,250.00	213.000	\$53,250.00
CURB RAMP, CONCRETE									
Reason: Balancing Change Order									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0025	605-06120	LFT	\$74.000	144.000	\$10,656.00	-1.000	-\$74.00	143.000	\$10,582.00
CURB, CONCRETE									
Reason: Balancing Change Order									
0026	605-06125	LFT	\$93.000	527.000	\$49,011.00	4.000	\$372.00	531.000	\$49,383.00
CURB, CONCRETE, MODIFIED									
Reason: Balancing Change Order									
0027	605-06140	LFT	\$93.000	306.000	\$28,458.00	54.000	\$5,022.00	360.000	\$33,480.00
CURB AND GUTTER, CONCRETE									
Reason: Balancing Change Order									
0028	605-06155	LFT	\$93.000	120.000	\$11,160.00	-14.000	-\$1,302.00	106.000	\$9,858.00
CURB AND GUTTER, CONCRETE, MODIFIED									
Reason: Balancing Change Order									
0029	605-97937	LFT	\$93.000	28.000	\$2,604.00	-9.000	-\$837.00	19.000	\$1,767.00
CURB AND GUTTER, ROLL CURB									
Reason: Balancing Change Order									
0030	610-07487	TON	\$400.000	49.000	\$19,600.00	-9.000	-\$3,600.00	40.000	\$16,000.00
HMA FOR APPROACHES, TYPE B									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Reason: Balancing Change Order									
0034	621-09867	SYS	\$4.000	177.000	\$708.00	512.000	\$2,048.00	689.000	\$2,756.00
MULCHED SEEDING, CITY CUSTOM MIX									
Reason: Balancing Change Order									
0035	621-06545	TON	\$800.000	0.010	\$8.00	0.990	\$792.00	1.000	\$800.00
FERTILIZER									
Reason: Balancing Change Order									
0036	621-06567	kGAL	\$1.000	11.000	\$11.00	-11.000	-\$11.00	0.000	\$0.00
WATER									
Reason: Balancing Change Order									
0037	621-06575	SYS	\$15.000	274.000	\$4,110.00	44.000	\$660.00	318.000	\$4,770.00
SODDING, NURSERY									
Reason: Balancing Change Order									
0061	808-75297	LFT	\$13.000	115.000	\$1,495.00	9.000	\$117.00	124.000	\$1,612.00
TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.									
Reason: Balancing Change Order									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
21 items			Totals		\$248,081.00		-\$3,955.60		\$244,125.40

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

Engineer

Contractor

Board of Public Works

Title

Title

Title

Date

Date

Date



Board of Public Works

Staff Report

Project/Event: Request for acceptance of Public Improvements for 220 W. Gordon Pike – Wamathai Subdivision

Petitioner/Representative: William K. Wamathai

Staff Representative: [Maria McCormick](#)

Date: January 28, 2025

Report:

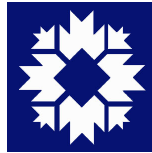
The petitioner is requesting the board accept the Public Improvements that were required as part of the plat subdivision for the Wamathai Subdivision and move this project into the 2 year maintenance bond period.

The Public Improvements to be accepted include the following:

2 Street Trees Value \$1,200.00

(There was no Right-of-Way to be dedicated as part of this plat subdivision as the area was brought to Transportation Plan standards for ROW width as part of previous capital project completed by the county in 2019.)

The maintenance bond for this project shall be in the amount of \$2,000.00 and remain in force until January 28, 2027.



**City of Bloomington
Engineering Department**

Certificate of Final Acceptance

Project: Wamathai Subdivision – 220 W. Gordon Pike

WHEREAS, the completed public improvements within the public right-of-way do appear to comply with the design standards of Chapter 20.05.050, Subdivision Design Standards of the Bloomington Municipal Code, and do appear to have been constructed in accordance with the City of Bloomington Planning and Transportation Department and Engineering Department requirements; and

WHEREAS, the completed public improvements within the public right-of-way appear to have been installed in accordance with the approved plans; and

WHEREAS, a performance surety in an amount equal to the greater of 5% of the original surety or \$10,000.00 or as determined by the Transportation and Traffic Engineer shall be maintained for two years from 30 days after the date of the certificate of final acceptance is approved; and

NOW, THEREFORE, upon the recommendation of the Planning and Transportation Department and Engineering Department, the public improvements within the public right-of-way are hereby accepted by the City of Bloomington Board of Public Works.

Signature: _____

Date: _____

Printed Name: Kyla Cox Deckard

Title: Board President

Signature: _____

Date: _____

Printed Name: Elizabeth Karon

Title: Board Vice President

Signature: _____

Date: _____

Printed Name: James Roach

Title: Board Secretary

In accordance with Bloomington Municipal Code 20.06.060 and 20.05.050



**City of Bloomington
Engineering Department**

CERTIFICATE OF FINAL ACCEPTANCE – INSPECTION AND RECOMMENDATION

Project: 220 W. Gordon Pike – Wamathai Subdivision

INSPECTION

Signing of this portion of this form shall certify that the public improvements within the public right-of-way contained in this project have been visually inspected by representatives of the City of Bloomington Planning and Transportation and Engineering Department, that the public improvements within the public right-of-way appear to have been installed in accordance with appropriate specifications, and that aforementioned representatives take no exception with the installation. Additional inspection reports may be included with this document. A two (2) year performance surety for the public improvements shall be in effect and shall not terminate until a period of two (2) years after the certificate of final acceptance is approved.

RECOMMENDATION

- ☒ Acceptance of Public Improvements by City of Bloomington Board of Public Works and Release of Performance Surety. (Notwithstanding any partial release of the performance bond or letter of credit, the city requires a maintenance bond to remain in effect for a period of two (2) years after the certificate of final acceptance is approved. The maintenance bond shall be in the amount of five percent (5%) of the original performance bond, or \$10,000.00, whichever is greater, or as determined by the Transportation and Traffic Engineer.)
- ☐ Extension of Performance Surety. (Attach a list of deficiencies including a timeline for remediation.)
- ☐ Declaration that Performance Surety is in Default.

Development Services Representative:

Signature: Jackie Scanlan

Date: 1/22/25

Printed Name: Jackie Scanlan

Title: Development Services Manager

Engineering Department Representative:

Signature: Maria McCormick

Date: 1/21/2025

Printed Name: Maria McCormick

Title: Public Improvements Manager

In accordance with Bloomington Municipal Code 20.06.060 and 20.05.050



City of Bloomington
Planning and Transportation Department

Certificate of Final Acceptance - Application

Application:

Public Improvement Project Location (Name on plat): WAMATHAI SUBDIVISION PLAT

Public Improvement Project Description: Planting 2 trees

Developer: William Kanyi Wamathai

General Contractor: N/A

Relevant Instrument Number(s): N/A

Date of Substantial Completion of Public Improvement Project: Completed

Applicant's Name: William Kanyi Wamathai

Applicant's Title: Owner

Applicant's Agency: N/A

Date of Application for Final Acceptance: 01/09/2025

By signing below, the Applicant does hereby certify that as of the above Date of Application for Final Acceptance, the said Project meets all of the requirements for Final Acceptance according to Bloomington Municipal Code. The applicant further certifies that the completed public improvements: are in compliance with the design standards of Chapter 20.07, Design Standards of Bloomington Municipal Code; have been constructed in accordance with City of Bloomington Planning and Transportation Department requirements; and have been installed in accordance with the approved plans.

WKW

Applicant's Signature

01/09/2025

Date

WAMATHAI SUBDIVISION SECONDARY SUBDIVISION PLAT

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE ONE (1) WEST, MONROE COUNTY, INDIANA
PARCEL NO. 53-01-53-525-500-000-009

2024009268 SPL \$25.00
08/28/2024 08:55:42R 1 PGS
Amy Swain
Monroe County Recorder IN
Recorded as Presented

RECORD DESCRIPTION (PARENT TRACT)

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE ONE (1) WEST, IN MONROE COUNTY, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE CENTERLINE OF THE GORDON PIKE ROAD, SAID POINT BEING SIX HUNDRED FIVE (605) FEET WEST OF THE SOUTHEAST CORNER OF SAID QUARTER QUARTER, THENCE NORTH ZERO (00) DEGREES TWENTY-TWO (22) MINUTES WEST TWO HUNDRED SIXTY-FIVE AND FIFTY-SIX HUNDREDTHS (265.56) FEET, THENCE EAST ONE HUNDRED AND THREE TENTHS (100.3) FEET, THENCE SOUTH ZERO (00) DEGREES TEN (10) MINUTES EAST TWO HUNDRED SIXTY-FIVE AND FOUR TENTHS (265.4) FEET, AND TO THE CENTER OF THE GORDON PIKE ROAD, THENCE WEST NINETY-EIGHT AND THIRTY-SIX HUNDREDTHS (98.36) FEET, OVER AND ALONG THE CENTERLINE OF SAID ROAD, AND TO THE PLACE OF BEGINNING. CONTAINING SIX HUNDRED FIVE THOUSANDTHS (0.605) ACRE, MORE OR LESS.

SURVEYED DESCRIPTION (LOT 1)

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 1 WEST, MONROE COUNTY, INDIANA. BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE CALCULATED SOUTHEAST CORNER OF SAID QUARTER QUARTER, THENCE ALONG THE SOUTH LINE OF SAID QUARTER QUARTER, SOUTH 89 DEGREES 41 MINUTES 12 SECONDS WEST, A DISTANCE OF 531.57 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 00 DEGREES 18 MINUTES 17 SECONDS WEST, A DISTANCE OF 53.83 FEET TO THE NORTH LINE OF GORDON PIKE AND TO A REBAR WITH CAP INSCRIBED "S.P. RECTOR LS21000239" (AND HEREINAFTER REFERRED TO AS AN "IRON MONUMENT") SET AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 18 MINUTES 18 SECONDS WEST, A DISTANCE OF 95.53 FEET TO AN IRON MONUMENT SET; THENCE SOUTH 89 DEGREES 46 MINUTES 35 SECONDS WEST, A DISTANCE OF 99.50 FEET TO AN IRON MONUMENT SET; THENCE SOUTH 00 DEGREES 44 MINUTES 34 SECONDS EAST, A DISTANCE OF 90.91 FEET TO SAID NORTH LINE OF GORDON PIKE AND AN IRON MONUMENT SET; THENCE ALONG SAID NORTH LINE, SOUTH 86 DEGREES 33 MINUTES 43 SECONDS EAST, A DISTANCE OF 64.78 FEET TO AN IRON MONUMENT SET; THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 89 DEGREES 24 MINUTES 28 SECONDS EAST, A DISTANCE OF 34.17 FEET TO THE POINT OF BEGINNING, CONTAINING 0.213 ACRES, MORE OR LESS.

SUBJECT TO A 20 FOOT WIDE INGRESS/EGRESS EASEMENT BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING FROM THE SOUTHEAST CORNER OF LOT 1; THENCE ALONG THE SOUTH LINE OF SAID LOT 1, NORTH 89 DEGREES 24 MINUTES 28 SECONDS WEST, A DISTANCE OF 7.60 FEET TO THE TRUE POINT OF BEGINNING OF SAID EASEMENT; THENCE CONTINUING ALONG SAID SOUTH LINE, NORTH 89 DEGREES 24 MINUTES 28 SECONDS WEST, A DISTANCE OF 20.00 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 00 DEGREES 14 MINUTES 18 SECONDS WEST, A DISTANCE OF 95.14 FEET TO THE NORTH LINE OF LOT 1; THENCE ALONG SAID NORTH LINE, NORTH 89 DEGREES 46 MINUTES 35 SECONDS EAST, A DISTANCE OF 20.00 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 00 DEGREES 14 MINUTES 19 SECONDS EAST, A DISTANCE OF 95.42 FEET TO THE POINT OF BEGINNING, CONTAINING 0.044 ACRES, MORE OR LESS

SURVEYED DESCRIPTION (LOT 2)

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 1 WEST, MONROE COUNTY, INDIANA. BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE CALCULATED SOUTHEAST CORNER OF SAID QUARTER QUARTER, THENCE ALONG THE SOUTH LINE OF SAID QUARTER QUARTER, SOUTH 89 DEGREES 41 MINUTES 12 SECONDS WEST, A DISTANCE OF 531.57 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 00 DEGREES 18 MINUTES 17 SECONDS WEST, A DISTANCE OF 53.83 FEET TO THE NORTH LINE OF GORDON PIKE AND TO A REBAR WITH CAP INSCRIBED "S.P. RECTOR LS21000239" (AND HEREINAFTER REFERRED TO AS AN "IRON MONUMENT") SET; THENCE CONTINUING NORTH 00 DEGREES 18 MINUTES 18 SECONDS WEST, A DISTANCE OF 95.53 FEET TO AN IRON MONUMENT SET AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 18 MINUTES 17 SECONDS WEST, A DISTANCE OF 116.38 FEET TO AN IRON MONUMENT SET; THENCE SOUTH 89 DEGREES 39 MINUTES 41 SECONDS WEST, A DISTANCE OF 100.39 FEET TO AN IRON MONUMENT SET; THENCE SOUTH 00 DEGREES 44 MINUTES 34 SECONDS EAST, A DISTANCE OF 116.19 FEET TO AN IRON MONUMENT SET; THENCE NORTH 89 DEGREES 46 MINUTES 35 SECONDS EAST, A DISTANCE OF 99.50 FEET TO THE POINT OF BEGINNING, CONTAINING 0.267 ACRES, MORE OR LESS.

ALSO, A 20 FOOT WIDE INGRESS/EGRESS EASEMENT BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING FROM THE SOUTHEAST CORNER OF LOT 1; THENCE ALONG THE SOUTH LINE OF SAID LOT 1, NORTH 89 DEGREES 24 MINUTES 28 SECONDS WEST, A DISTANCE OF 7.60 FEET TO THE TRUE POINT OF BEGINNING OF SAID EASEMENT; THENCE CONTINUING ALONG SAID SOUTH LINE, NORTH 89 DEGREES 24 MINUTES 28 SECONDS WEST, A DISTANCE OF 20.00 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 00 DEGREES 14 MINUTES 18 SECONDS WEST, A DISTANCE OF 95.14 FEET TO THE NORTH LINE OF LOT 1; THENCE ALONG SAID NORTH LINE, NORTH 89 DEGREES 46 MINUTES 35 SECONDS EAST, A DISTANCE OF 20.00 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 00 DEGREES 14 MINUTES 19 SECONDS EAST, A DISTANCE OF 95.42 FEET TO THE POINT OF BEGINNING, CONTAINING 0.044 ACRES, MORE OR LESS

SURVEYOR'S REPORT

SCOPE OF PROJECT: THIS RETRACEMENT SURVEY AND SUBSEQUENT LOT SUBDIVISION WAS REQUESTED BY WILLIAM WAMATHAI TO DETERMINE TO BOUNDARIES OF HIS LOT AND THEN SUBDIVIDE IT TO CONSTRUCT A NEW MULTI-FAMILY DWELLING.

IN ACCORDANCE WITH INDIANA SURVEY STANDARDS AS DEFINED IN THE INDIANA ADMINISTRATIVE CODE (865 IAC 1-12 "RULE 12"), THE FOLLOWING OBSERVATIONS AND OPINIONS ARE SUBMITTED REGARDING THE VARIOUS UNCERTAINTIES IN THE LOCATIONS OF THE LINES AND CORNERS ESTABLISHED ON THIS SURVEY AS A RESULT OF:

- A.) AVAILABILITY AND CONDITION OF REFERENCE MONUMENTS
B.) EXISTING DEEDS AND PLATS OF RECORD
C.) OCCUPATION OR POSSESSION LINES
D.) THEORY OF LOCATION
E.) THE RELATIVE POSITIONAL ACCURACY OF MEASUREMENTS
THERE MAY BE UNWRITTEN RIGHTS ASSOCIATED WITH THESE UNCERTAINTIES.

- A.) THE SOUTH QUARTER CORNER AND THE SOUTHWEST CORNER OF SECTION 16 WAS FOUND PER THE TIE SHEETS MONROE COUNTY SURVEYORS OFFICE. A BLEDSOE TAPP REBAR AND CONCRETE ROW MARKER WERE FOUND MARKING THE NORTH LINE OF AN ADJOINING LOT TO THE EAST. DECKARD REBAR WERE FOUND THE SOUTHEAST CORNER OF THE ADJOINING TRACT TO THE WEST COMMON TO THE SOUTHWEST CORNER OF THE SUBJECT TRACT AND AT THE INTERIOR CORNER OF THE SAME ADJOINING PARCEL ON THE LINE COMMON TO THE WEST LINE OF THE SUBJECT TRACT. A POTTER REBAR WAS FOUND N 03°29'37" W, 4.66' OF THE DETERMINED LOCATION OF THE NORTHWEST CORNER OF THE SUBJECT TRACT, AS CALLED OUT ON THE BLEDSOE TAPP SURVEY OF THE PREVIOUSLY DESCRIBED REBAR FOUND.
B.) THE MOST CURRENT DEED FOR THE SUBJECT TRACT WAS FOUND ON FILE IN THE OFFICE OF THE RECORDER OF MONROE COUNTY, INDIANA. THE SUBJECT TRACT IS DESCRIBED IN INSTRUMENT 2021017179. A PORTION OF THE PARENT TRACE WAS TRANSFERRED TO THE BOARD OF COMMISSIONERS OF MONROE COUNTY PER INSTRUMENT 2015014905, HOWEVER THIS IS NOT SHOWN IN THE DEED OF THE SUBJECT TRACT.
C.) THE SUBJECT TRACT IS IN AN OPEN AREA AND IS BOUNDED ON THE NORTH BY A TREE LINE AND FENCE, ON THE EAST BY A FENCE LINE, AND ON THE SOUTH BY GORDON PIKE.
D.) BY HOLDING THE MONUMENTS FOUND AT THE SOUTHWEST CORNER AND SOUTH QUARTER CORNERS OF THE SECTION ALONG WITH THE BLEDSOE TAPP REBAR AND CONCRETE ROW MONUMENT ALONG THE COMMON NORTH LINE THE NORTH AND SOUTH LINES OF THE DESCRIBED PROPERTY WERE ESTABLISHED. BY HOLDING THE FOUND DECKARD REBAR THE SOUTHWEST CORNER AND WEST LINE OF THE SUBJECT TRACT WAS DEFINED. THE COMMENCING CALL FROM THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER HOWEVER APPEARS TO BE IN ERROR. BY HOLDING THE CALLS FROM THE GORDON PIKE ROW SURVEYS, THE EAST LINES UP RIGHT WITH AN EXISTING FENCE LINE AND IS BEING HELD FOR THE EAST LINE. THE DETERMINED EAST & WEST LINES WERE EXTENDED TO MEET THE EXTENDED LINE FROM THE FOUND WALNUT STREET RIGHT OF WAY MARKER AND THE FOUND BLEDSOE TAPP REBAR TO DETERMINE THE NORTH LINE, WHICH ALSO MATCHES THE BLEDSOE TAPP SURVEY.
E.) THE RELATIVE POSITIONAL ACCURACY OF THE LINES AND CORNERS OF THIS SURVEY DUE TO MEASUREMENTS ARE WITHIN THE SPECIFICATIONS FOR A SUBURBAN SURVEY, WHICH IS A MAXIMUM OF 0.13 FEET (40 MILLIMETERS) PLUS 100 PARTS PER MILLION.

SURVEY DATA UTILIZED FROM THE FOLLOWING SOURCES:
COPIES OF THE SURVEYS, PLATS, AND INFORMATION REFERENCED EITHER IN THIS REPORT OR ON THE ATTACHED PLAT, WERE OBTAINED FROM FILES AND INFORMATION AT THE FOLLOWING OFFICES:
MONROE COUNTY RECORDER'S OFFICE
MONROE COUNTY ASSESSOR'S OFFICE
MONROE COUNTY GIS
MONROE COUNTY SURVEYOR'S OFFICE

OWNER CERTIFICATION

The undersigned, William Kanyi Wamathai, being the owner of the above described real estate, does hereby layoff, plat and subdivide the same into lots and streets in accordance with this plat. This plat shall be known and designated as Wamathai Subdivision Final Plat.

All additional road rights-of-way shown and not previously dedicated are hereby dedicated to public use.

In witness whereof, the undersigned declarant sets their hand and seal this day of August 27, 2024.

William Kanyi Wamathai
William Kanyi Wamathai

NOTARY CERTIFICATION

Before me, a notary public in and for the State of Indiana and Monroe County, personally appeared William Kanyi Wamathai, being the owner of the described real estate, and who acknowledged the execution of the foregoing plat for the real estate known as Wamathai Subdivision Final Plat, as their voluntary act and deed for the uses and purposes therein expressed.

In witness whereof, the undersigned declarant sets their hand and seal this day of August 27, 2024.

Jessica Tucker
Notary Public (signature)
Jessica Tucker
Notary Public (printed name)

JESSICA TUCKER
Notary Public - Seal
Monroe County - State of Indiana
Commission Number NP0750027
My Commission Expires Jul 9, 2031

My county of residence: Monroe
My commission expires: 7/9/2031
Commission number: NP0750027

CERTIFICATE OF APPROVAL OF PLAT COMMITTEE:

Under the authority of Indiana Code 36-7-4 700 series, enacted by the General Assembly of the State of Indiana and ordinance adopted by the Common Council of the City of Bloomington, Indiana, this plat was given approval by the City of Bloomington as follows:

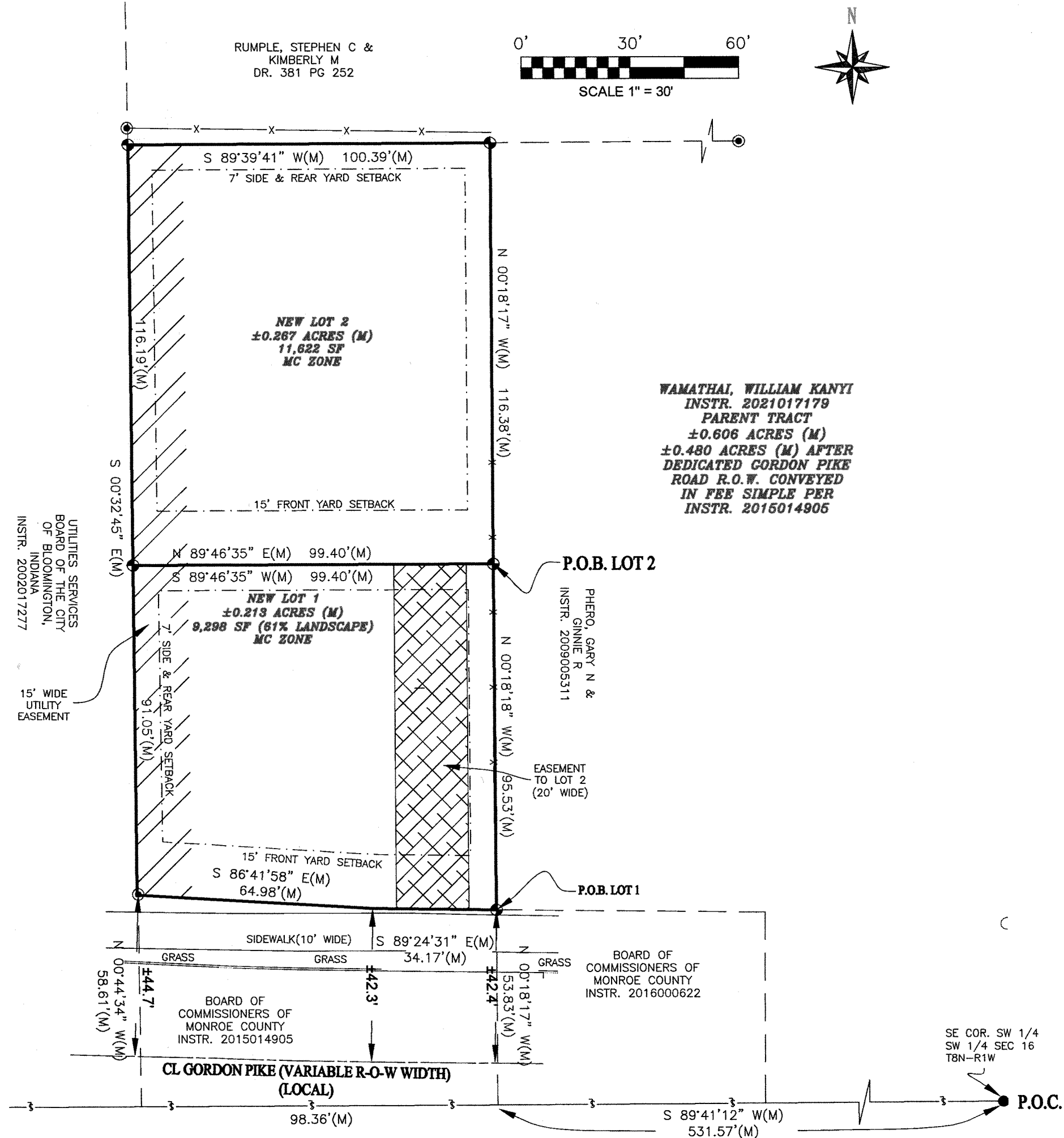
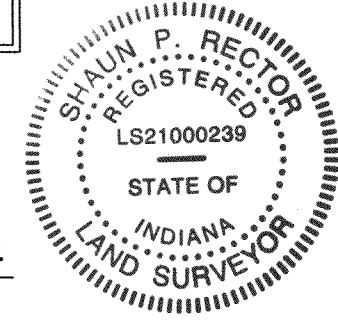
Pursuant to Bloomington Municipal Code 20.06.060(c)(3)(C)(i)(1), approval authority was delegated to the Planning and Transportation Department by the Plat Committee at its hearing on: 7-26-24

The Planning and Transportation Department approved this plat, Wamathai Subdivision Final Plat on: 8-27-24

David Hittle
David Hittle, Director of Planning and Transportation

I AFFIRM UNDER PENALTIES OF PERJURY THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

SHAUN P. RECTOR
SHAUN P. RECTOR
INDIANA PS NO. 21000239
5/13/24
DATE



SURVEY BY:

Terran Surveys LLC

7110 W. Upland Ct. Bloomington, IN 47404
Phone: 812-269-2289

LEGEND

- - REBAR W/ CAP FOUND
● - REBAR FOUND
○ - POWER POLE
■ - FENCE POST
● - MAG NAIL SET
● - 5/8" REBAR W/CAP INSCRIBED "S.P. RECTOR LS21000239" (SET)
- SUBJECT TRACT LINE
- BUILDING SETBACK LINE
- ADJOINER
- EXISTING FENCE
- OVERHEAD POWERLINE
- TREE LINE
- GAS LINE
- WATER LINE
- TREE LINE
- PROPOSED EASEMENT (INGRESS/EGRESS)
- PROPOSED 15' WIDE UTILITY EASEMENT

OWNER OF RECORD

WAMATHAI, WILLIAM KANYI
220 W GORDON PIKE
BLOOMINGTON, IN 47403
INSTRUMENT 2021017179

MIXED-USE CORRIDOR (MC)
ZONING DISTRICT SETBACK TABLE

FRONT	SIDE	REAR
15'	7'	7'

ADDRESS TABLE

NEW LOT 1 - 220 W GORDON PIKE
BLOOMINGTON, IN 47403
NEW LOT 2 - W GORDON PIKE
BLOOMINGTON, IN 47403

FLOOD STATEMENT

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS NOT LOCATED IN THE SPECIAL FLOOD HAZARD AREA AS SHOWN BY THE FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL #18105C 02310, DATED DECEMBER 17, 2010.

NOTES

- THIS SURVEY PLAT INCOMPLETE WITHOUT THE ASSOCIATED SURVEYOR'S REPORT
- ALL DIMENSIONS SHOWN ARE MEASURED UNLESS OTHERWISE NOTED
- OWNERSHIP PER MONROE COUNTY TAX MAPS MAINTAINED IN THE MONROE COUNTY COURTHOUSE AS OF NOVEMBER 2023
- FIELDWORK COMPLETED ON 12-04-23
- ONE LARGE CANOPY TREE FOR EVERY 30 FEET OF PROPERTY THAT ABUTS A PUBLIC RIGHT-OF-WAY. IF MEDIUM OR SMALL TREES ARE ALLOWED, TWO MEDIUM OR SMALL TREES CAN BE SUBSTITUTED FOR EACH LARGE CANOPY TREE. [BMC 20.04080(f)(1)]
- STREET TREES SHALL BE PLANTED IN A MINIMUM FIVE-FOOT WIDE TREE PLOT BETWEEN THE SIDEWALK AND THE CURB. IF A TREE PLOT IS NOT AVAILABLE, THEN THE STREET TREES SHALL BE PLANTED WITHIN THE FRONT YARD IMMEDIATELY ADJACENT TO THE STREET.
- SANITARY LATERAL WILL NEED TO BE CONNECTED ON THE 8" MAIN, SOUTH OF SANMH 12365, AND WATER WILL HAVE TO CROSS TO THE SOUTH SIDE OF GORDON PIKE TO CONNECT
- UTILITY EASEMENT (A) SHALL ALLOW BOTH PRIVATE AND PUBLIC UTILITY PROVIDERS ACCESS ASSOCIATED WITH THE INSTALLATION, MAINTENANCE, REPAIR, OR REMOVAL OF UTILITY FACILITIES. (B) PROHIBITS THE PLACEMENT OF ANY UNAUTHORIZED OBSTRUCTION WITHIN THE EASEMENT AREA UNLESS AUTHORIZED BY THE CITY UTILITIES DEPARTMENT AND THE EASEMENT-HOLDER(S)

SCALE	SHEET NUMBER
1" = 30'	1 of 1
PLOT DATE	8/20/2024
FILE NAME	Wamathai(SecondaryPlat).dwg



Board of Public Works

Staff Report

Project/Event: Request for acceptance of Public Improvements for 1213-1217 W. Madison St. – Madison St. Subdivision

Petitioner/Representative: Caylan Marshall Evans

Staff Representative: [Maria McCormick](#)

Date: January 28, 2025

Report:

The petitioner is requesting the board accept the Public Improvements that were required as part of the plat subdivision for the 1213-1217 N. Madison St. – Madison St. Subdivision and move this project into the 2-year maintenance bond period.

The Public Improvements to be accepted include the following:

1 New street tree.

Total value of Physical Public Improvements: \$600.00

New land dedicated to Right-of way along N. Madison St. = 0.033 acres

Total value of Right-of-Way Land Dedicated: \$9,741.00

The maintenance bond for this project shall be in the amount of \$2,500.00 and remain in force until January 28, 2027.

*Note: This project did not come before the board for a Public Improvement Bond. Because this project planted the required tree prior to recording the secondary plat, it is going directly into a maintenance bond.



**City of Bloomington
Engineering Department**

Certificate of Final Acceptance

Project: 1213-1217 S. Madison St. – Madison St. Subdivision

WHEREAS, the completed public improvements within the public right-of-way do appear to comply with the design standards of Chapter 20.05.050, Subdivision Design Standards of the Bloomington Municipal Code, and do appear to have been constructed in accordance with the City of Bloomington Planning and Transportation Department and Engineering Department requirements; and

WHEREAS, the completed public improvements within the public right-of-way appear to have been installed in accordance with the approved plans; and

WHEREAS, a performance surety in an amount equal to the greater of 5% of the original surety or \$10,000.00 or as determined by the Transportation and Traffic Engineer shall be maintained for two years from 30 days after the date of the certificate of final acceptance is approved; and

NOW, THEREFORE, upon the recommendation of the Planning and Transportation Department and Engineering Department, the public improvements within the public right-of-way are hereby accepted by the City of Bloomington Board of Public Works.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Printed Name: _____

Title: _____

In accordance with Bloomington Municipal Code 20.06.060 and 20.05.050



**City of Bloomington
Engineering Department**

CERTIFICATE OF FINAL ACCEPTANCE – INSPECTION AND RECOMMENDATION

Project: 1213-1217 N. Madison St. – Madison St, Subdivision

INSPECTION

Signing of this portion of this form shall certify that the public improvements within the public right-of-way contained in this project have been visually inspected by representatives of the City of Bloomington Planning and Transportation and Engineering Department, that the public improvements within the public right-of-way appear to have been installed in accordance with appropriate specifications, and that aforementioned representatives take no exception with the installation. Additional inspection reports may be included with this document. A two (2) year performance surety for the public improvements shall be in effect and shall not terminate until a period of two (2) years after the certificate of final acceptance is approved.

RECOMMENDATION

- ☒ Acceptance of Public Improvements by City of Bloomington Board of Public Works and Release of Performance Surety. (Notwithstanding any partial release of the performance bond or letter of credit, the city requires a maintenance bond to remain in effect for a period of two (2) years after the certificate of final acceptance is approved. The maintenance bond shall be in the amount of five percent (5%) of the original performance bond, or \$10,000.00, whichever is greater, or as determined by the Transportation and Traffic Engineer.)
- ☐ Extension of Performance Surety. (Attach a list of deficiencies including a timeline for remediation.)
- ☐ Declaration that Performance Surety is in Default.

Development Services Representative:

Signature: Jackie Scanlan

Date: 1/22/25

Printed Name: Jackie Scanlan

Title: Development Services Manager

Engineering Department Representative:

Signature: Maria McCormick

Date: 1/21/2025

Printed Name: Maria McCormick

Title: Public Improvements Manager

In accordance with Bloomington Municipal Code 20.06.060 and 20.05.050



City of Bloomington
Planning and Transportation Department

Certificate of Final Acceptance - Application

Application:

Public Improvement Project Location (Name on plat): 1213 - 1217 N MADISON ST, Bloomington, 47404

Public Improvement Project Description: PLANTING OF 1 STREET TREE

Developer: LATITUDE 39 NORTH PROPERTIES, LLC

General Contractor: _____

Relevant Instrument Number(s): _____

Date of Substantial Completion of Public Improvement Project: 12/24/24

Applicant's Name: CAYLAN ELAND

Applicant's Title: MEMBER, LATITUDE 39 NORTH PROPERTIES, LLC

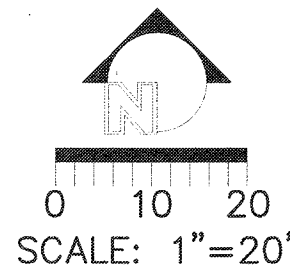
Applicant's Agency: _____

Date of Application for Final Acceptance: 12/23/24

By signing below, the Applicant does hereby certify that as of the above Date of Application for Final Acceptance, the said Project meets all of the requirements for Final Acceptance according to Bloomington Municipal Code. The applicant further certifies that the completed public improvements: are in compliance with the design standards of Chapter 20.07, Design Standards of Bloomington Municipal Code; have been constructed in accordance with City of Bloomington Planning and Transportation Department requirements; and have been installed in accordance with the approved plans.


Applicant's Signature

12/23/24
Date



LEGEND

- RR SPIKE
- STONE
- REBAR
- IRON PIPE
- MAG NAIL

AUE ACCESS & UTILITY EASEMENT

BASIS OF BEARINGS:
INDIANA STATE PLANE, WEST ZONE
VERTICAL DATUM: NAVD 88

SETBACK TABLE

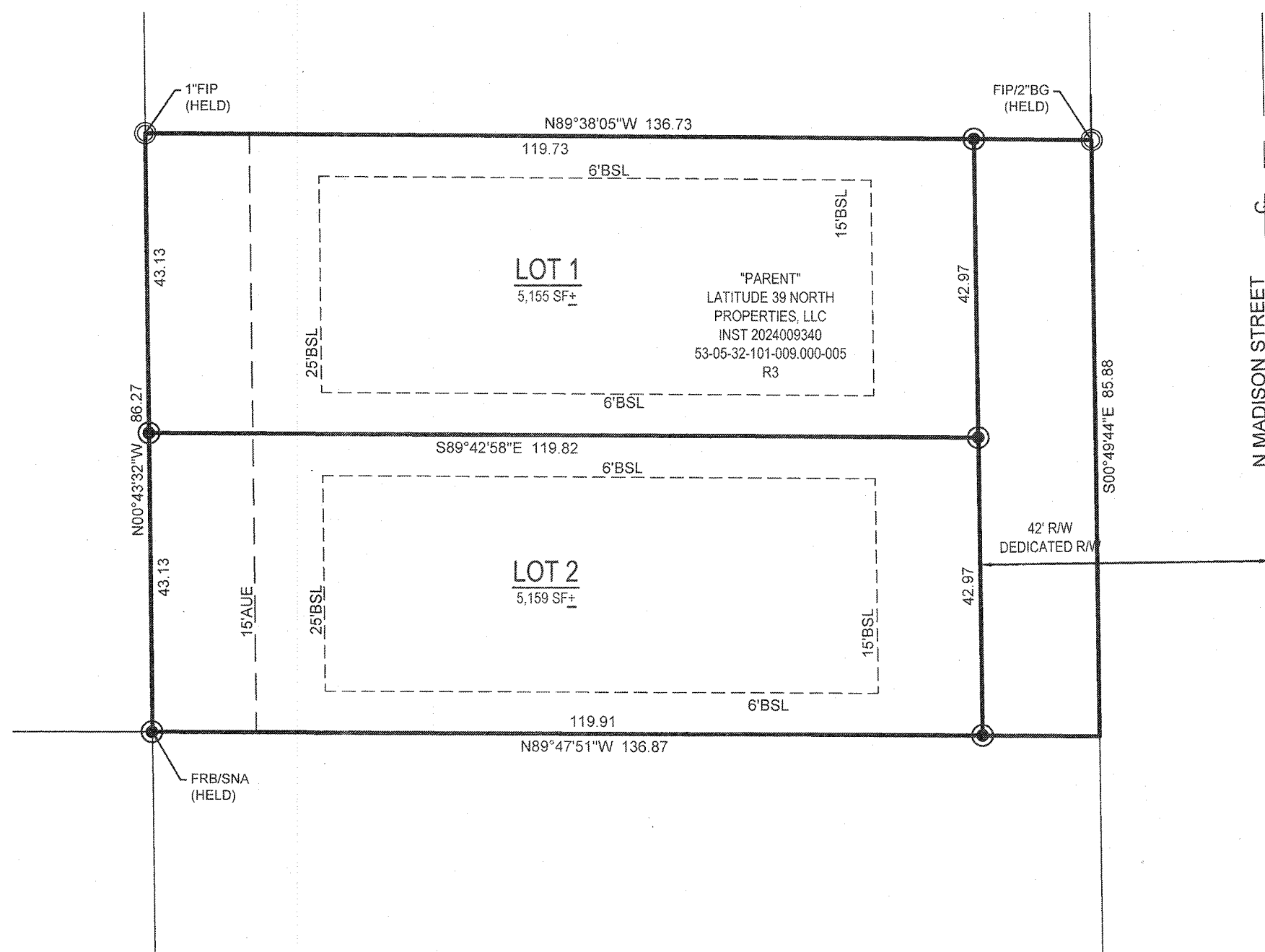
R3: RESIDENTIAL SMALL LOT
FRONT BUILD-TO-LINE: 15 FEET OR THE MEDIAN FRONT SETBACK OF
ABUTTING RESIDENTIAL STRUCTURES, WHICHEVER IS LESS
SIDE - 6 FEET 1st FLOOR
(10 FEET EACH STORY ABOVE GROUND FLOOR)
REAR - 25 FEET

OWNER/SUBDIVIDER

LATITUDE 39 NORTH PROPERTIES, LLC
PO BOX 67
BLOOMINGTON, INDIANA 47402
INST 2024009340
53-05-32-101-009 000-005

ADDRESS TABLE

LOT 1-1217 N MADISON ST, BLOOMINGTON, IN 47404
LOT 2-1213 N MADISON ST, BLOOMINGTON, IN 47404



ILENE A SCHAEFFER
Notary Public, State of Indiana
Commission # NP0673020
My Commission Expires
September 15, 2031

OWNER CERTIFICATION

LATITUDE 39 NORTH PROPERTIES, LLC, OWNER OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY LAYOFF, PLAT AND SUBDIVIDE THE SAME INTO PARCELS IN ACCORDANCE WITH THIS PLAT. THE WITHIN PLAT SHALL BE KNOWN AS MADISON STREET SUBDIVISION FINAL PLAT.

ANY STRIPS OF GROUND SHOWN ON THE PLAT AND MARKED "EASEMENT", BUILDINGS OR OTHER STRUCTURES SHALL NOT BE ERECTED OR MAINTAINED IN THESE STRIPS.

THERE ARE BUILDING SETBACKS LINES ESTABLISHED BY THIS PLAT. BUILDINGS OR OTHER STRUCTURES SHALL NOT BE ERECTED OR MAINTAINED BETWEEN SAID LINES AND THE PROPERTY LINES.

ALL ADDITIONAL ROAD RIGHTS OF WAY SHOWN & NOT PREVIOUSLY DEDICATED ARE HEREBY DEDICATED TO PUBLIC USE.

ALL DEDICATED RIGHTS OF WAY ARE HEREBY DEDICATED TO PUBLIC USE.

WITNESS OUR HANDS THIS 2ND DAY OF JAN 2025

CAYLAN EVANS, MEMBER
STATE OF INDIANA
COUNTY OF Monroe

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF INDIANA AND Monroe COUNTY, PERSONALLY APPEARED CAYLAN EVANS, A MEMBER OF LATITUDE 39 NORTH PROPERTIES, LLC, PERSONALLY KNOWN TO ME TO BE THE OWNER OF THE DESCRIBED REAL ESTATE, AND WHO ACKNOWLEDGED THE EXECUTION OF THE FOREGOING SUBDIVISION OF THE REAL ESTATE AS SHOWN AS A VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND NOTARIAL SEAL THIS 2ND DAY OF January 2025

MY COMMISSION EXPIRES: 9-15-2031

ILENE A SCHAEFFER
A RESIDENT OF Monroe COUNTY

GENERAL NOTES

- 1) BASED UPON A SCALED INTERPRETATION OF THE FLOOD INSURANCE RATE MAP (18105C0141D) FOR MONROE COUNTY, INDIANA, DATED DECEMBER 17, 2010, THE SUBJECT PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA, AS ESTABLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE NATIONAL FLOOD INSURANCE PROGRAM.
- 2) ALL MONUMENTS FOUND IN PERFORMANCE OF THIS SURVEY WERE FOUND FLUSH WITH THE EXISTING GROUND UNLESS OTHERWISE NOTED, AND THE AGE AND ORIGIN OF SAID FOUND MONUMENTS ARE UNKNOWN UNLESS OTHERWISE NOTED.
- 3) ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF UNLESS OTHERWISE LABELED.
- 4) REFERENCE IS MADE TO THE FOLLOWING SURVEYS OR PLATS: SMITH DESIGN GROUP, JOB 6261

This plat is subject to the Zoning
Commitment recorded under Instrument
Number: 2025000323

LEGAL DESCRIPTION - INST 2024007645

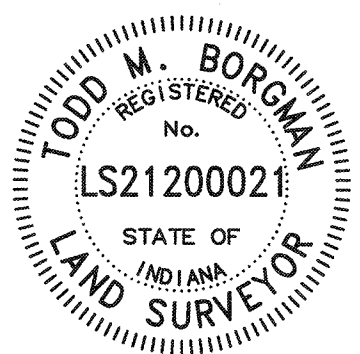
A part of the Northeast Quarter of Section Thirty-two (32), Township Nine (9) North, Range One (1) West, in Monroe County, Indiana, bounded and described as follows, to-wit: Beginning at a point Two Hundred Fifteen and Seventy-five Hundredths (215.75) feet South of the Northeast Corner of Out Lot Number One Hundred Twenty (120) in Maple Heights Addition to the City of Bloomington, Indiana, thence West One Hundred Thirty-seven (137) feet, thence South Eighty-five and Twenty-five Hundredths (85.25) feet, thence East One Hundred Thirty-seven (137) feet, thence North Eighty-five and Twenty-five Hundredths (85.25) feet to the place of beginning, in the City of Bloomington, Indiana.
CONTAINING 0.270 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

THIS SURVEY WAS PERFORMED UNDER THE DIRECTION OF THE UNDERSIGNED, AND TO THE BEST OF THIS SURVEYOR'S KNOWLEDGE AND BELIEF WAS EXECUTED ACCORDING TO SURVEY REQUIREMENTS IN 865 IAC 1.12 FOR THE STATE OF INDIANA.

DATED DECEMBER 13, 2024

TODD M. BORGMAN
REGISTERED LAND SURVEYOR NO. 21200021
STATE OF INDIANA



I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW. (TODD BORGMAN)

PLAN COMMISSION AND BOARD OF PUBLIC WORKS AND PLAT COMMITTEE

UNDER THE AUTHORITY OF INDIANA CODE 36-7-4 700 SERIES, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA AND ORDINANCES ADOPTED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF BLOOMINGTON AS FOLLOWS:

PURSUANT TO BLOOMINGTON MUNICIPAL CODE 20.06.060(c)(3)(C)(i)(1), APPROVAL AUTHORITY WAS DELEGATED TO THE PLANNING AND TRANSPORTATION DEPARTMENT BY THE PLAT COMMITTEE AT ITS

HEARING ON December 9, 2024

THE PLANNING AND TRANSPORTATION DEPARTMENT APPROVED THIS SECONDARY PLAT, MADISON STREET SUBDIVISION SECONDARY PLAT

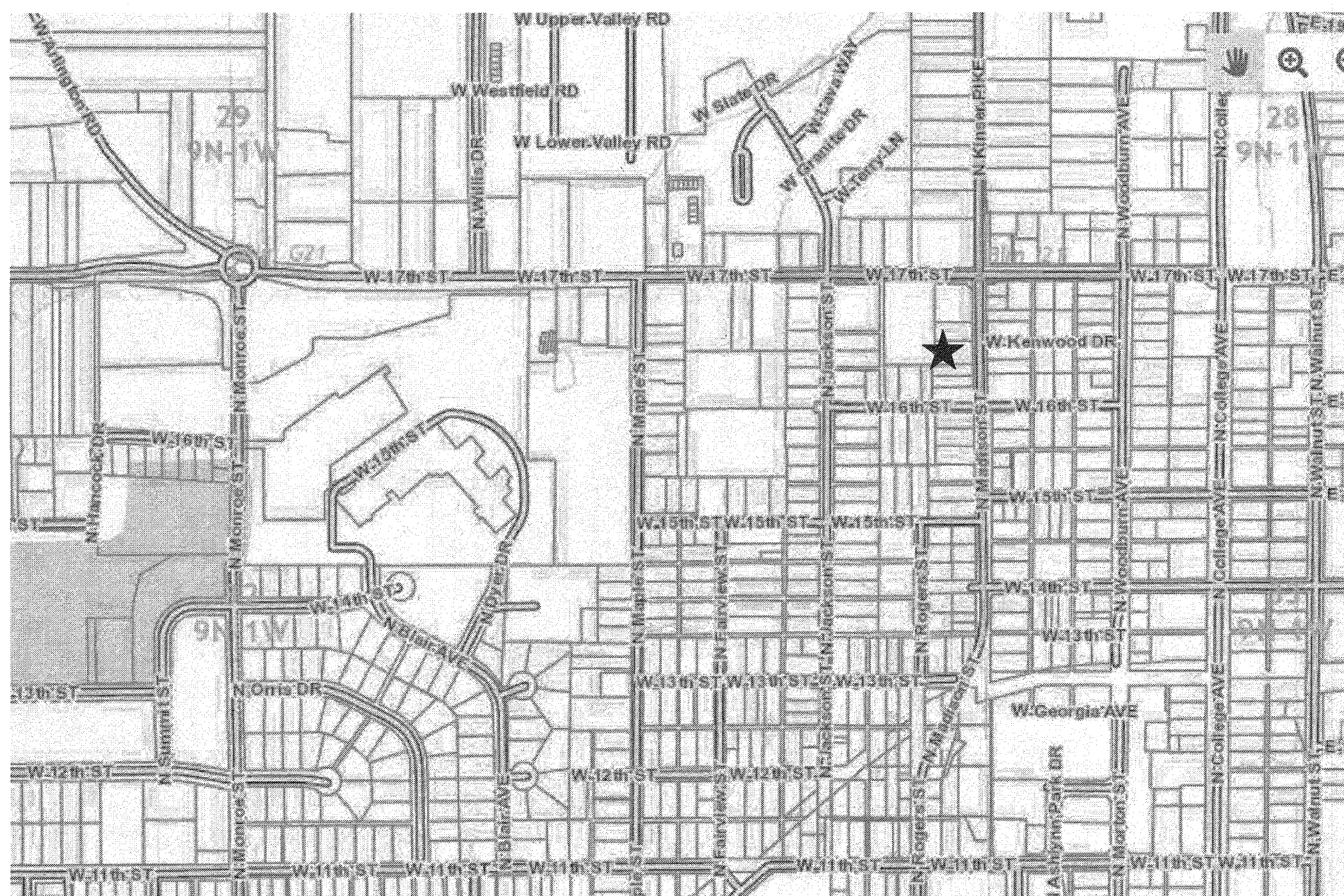
ON January 7, 2025

DAVID HITTLE, DIRECTOR

DULY ENTERED
FOR TAXATION

JAN 09 2025

Auditor Monroe County, Indiana



REDUCED BULK INCENTIVE REQUIREMENTS

THE LOTS HEREON ARE SUBJECT TO THE CITY OF BLOOMINGTON'S UNIFIED DEVELOPMENT ORDINANCE, CHAPTER 20.04.110, AFFORDABLE HOUSING AND SUSTAINABLE DEVELOPMENT INCENTIVES. NO LOT SHALL RECEIVE A BUILDING PERMIT UNTIL THE APPLICABLE AFFORDABLE HOUSING OR SUSTAINABLE DEVELOPMENT STANDARDS ARE SATISFIED DUE TO THE REDUCED MINIMUM LOT WIDTH REQUIREMENTS ESTABLISHED IN SECTION 20.04.110(C)(5)(A) (REDUCED BULK REQUIREMENTS).

EASEMENT NOTES

- UTILITY EASEMENT (UE)
- (A) SHALL ALLOW BOTH PRIVATE AND PUBLIC UTILITY PROVIDERS ACCESS ASSOCIATED WITH THE INSTALLATION, MAINTENANCE, REPAIR, OR REMOVAL OF UTILITY FACILITIES.
 - (B) PROHIBITS THE PLACEMENT OF ANY UNAUTHORIZED OBSTRUCTION WITHIN THE EASEMENT AREA.
 - (C) SIGNS SHALL NOT BE LOCATED WITHIN UTILITY EASEMENTS UNLESS THE SIGN IS A PUBLIC SIGN AUTHORIZED BY SECTION 20.05.079(i)(1) OR IS FURTHER AUTHORIZED BY THE CITY.

- ACCESS EASEMENT (AE)
- AN EASEMENT OF VARIABLE WIDTH AS SHOWN ON THE PLAT, DEDICATED TO THE GENERAL PUBLIC AND EMERGENCY SERVICE PROVIDERS THAT:
- (A) GRANTS THE GENERAL PUBLIC THE RIGHT TO ACCESS THE EASEMENT FOR PURPOSES OF WALKING, RUNNING, BICYCLING, SKATING, OR UTILIZING CERTAIN CLASSES OF NONMOTORIZED VEHICLES.
 - (B) GRANTS PRIVATE AND PUBLIC EMERGENCY SERVICE PROVIDERS AND FIRST RESPONDERS THE RIGHT TO ACCESS THE EASEMENT WITH MOTORIZED VEHICLES FOR EMERGENCY SERVICE PURPOSES.
 - (C) PROHIBITS THE PLACEMENT OF ANY OBSTRUCTION WITHIN THE EASEMENT WHICH WOULD PRECLUDE MOTORIZED VEHICLE ACCESS WITHIN THE ACCESS EASEMENT.

MADISON STREET SUBDIVISION SECONDARY PLAT

SMITH DESIGN GROUP, INC., 1467 W ARLINGTON ROAD, BLOOMINGTON, INDIANA 47404
T: 812.336.6536 W: www.smithdgc.com Job: 6958 Page: 1/1 Date: December 17, 2024



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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1/24/2025	Payroll				703,191.62
					<u>703,191.62</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 **\$ 703,191.62**

Dated this 28th day of January year of 2025.

_____	_____	_____
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 _____



Board of Public Works Staff Report

Project/Event:	Downtown Street Maintenance Change Order #8
Petitioner/Representative:	Engineering Department
Staff Representative:	Zac Rogers
Date:	January 28 th 2024

Report: This project was awarded to Milestone Contractors on July 30, 2024, for a contract amount of \$1,997,075.00. The Board has previously approved change orders totaling \$106,537.59, which has increased the current authorized contract amount to \$2,103,612.59.

Change Order #8, requested by Bloomington Parking Enforcement, authorizes Milestone Contractors to repair damaged parking meter posts at five downtown locations for an additional \$2,725.00. This brings the total contract amount to \$2,106,337.59.



CONTRACT COVER MEMORANDUM

TO: Office of the Mayor
FROM: Engineering Department
DATE: January 28th, 2025
RE: Downtown Street Maintenance Project Change Order #8

Contract Recipient/Vendor Name:	Milestone Contractors, LP
Department Head Initials of Approval:	Andrew Cibor
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Zac Rogers
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	2037
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-081
Due Date For Signature:	January 28 th , 2025
Expiration Date of Contract:	December 2026
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	Authorized Amount: \$2,103,612.59 Change Order #8: \$2,725.00 Final Amount: \$2,106,337.59
Funding Source:	455-26-260000-53990 (parking) 101-13-13CRED-54510 (safety) 101-20-20CRED-54510 (HMA)
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 includes, but is not limited to, asphalt resurfacing, pavement markings, curb ramp modifications, and updates to stormwater infrastructure along sections of 4th Street, 6th Street, College Avenue, and Walnut Street. Additionally, it will involve the installation of new accessible parking spaces in the downtown area, as well as maintenance activities for signs, pavement markings, and parking meter posts related to parking spaces.

City of Bloomington Contract and Purchase Justification Form

Vendor: Milestone Contracting, LP

Contract Amount: \$2,106,337.59

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: 1

Yes No

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

☒☐

Met city requirements?

☒☐

Met item or need requirements?

☒☐

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:

Construction project awarded to Milestone Contractors on July 30th, 2024 by the Board of Public Works. Change Orders are being processed in compliance with the contract documents.

Authorized Contract Amount, \$2,103,612.59

Change Order #8, \$2,725.00

Total Contract Amount, \$2,106,337.59

Zac Rogers

Project Manager

Engineering

Print/Type Name

Print/Type Title

Department



City of Bloomington, Indiana

Change Order Details

Downtown St Maintenance Project, (ENG 24 Downtown)

Description	<p>This project will resurface downtown streets, including College Avenue, Walnut Street, 4th Street, and 6th Street. While primarily focused on asphalt resurfacing, this project will also include pedestrian safety and accessibility improvements such as new curb ramps, intersection bump-outs, and accessible parking spaces.</p>
Prime Contractor	<p>Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN</p>
Change Order	<p>8</p>
Status	<p>Pending</p>
Date Created	<p>12/18/2024</p>
Type	<p>Other</p>
Summary	<p>Meter post changes</p>
Change Order Description	<p>Bloomington City Parking Enforcement would like to add the following meter locations so that the post can be removed and reinstalled because of damage.</p> <p>COLN 409A/B COLN 303A/B MORN 609A MORN 105A 5THW 115ADA</p> <p>There is also two unused post on the College and Walnut side of the courthouse. Those post needs to be removed also.</p>
Awarded Project Amount	<p>\$1,997,075.00</p>
Authorized Project Amount	<p>\$2,103,612.59</p>
Change Order Amount	<p>\$2,725.00</p>

Revised Project Amount

\$2,106,337.59

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0048	802-93496	EACH	\$335.000	81.000	\$27,135.00	5.000	\$1,675.00	86.000	\$28,810.00
PARKING METER POST, INSTALL									
			Funding Details						
			Parking	57.000	\$19,095.00	5.000	\$1,675.00	62.000	\$20,770.00
			Paving	24.000	\$8,040.00	0.000	\$0.00	24.000	\$8,040.00
			Safety	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0049	802-93496	EACH	\$150.000	41.000	\$6,150.00	7.000	\$1,050.00	48.000	\$7,200.00
PARKING METER POST, REMOVE									
			Funding Details						
			Parking	25.000	\$3,750.00	7.000	\$1,050.00	32.000	\$4,800.00
			Paving	16.000	\$2,400.00	0.000	\$0.00	16.000	\$2,400.00
			Safety	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
2 items			Totals	\$33,285.00		\$2,725.00		\$36,010.00	

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
Safety	\$445,436.00	\$463,255.27	\$0.00	\$463,255.27
Parking	\$59,150.00	\$59,150.00	\$2,725.00	\$61,875.00
Paving	\$1,492,489.00	\$1,581,207.32	\$0.00	\$1,581,207.32
3 fund packages	\$1,997,075.00	\$2,103,612.59	\$2,725.00	\$2,106,337.59

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

Engineer

Contractor

Board of Public Works

Title

Title

Title

Date

Date

Date



Board of Public Works Staff Report

Project/Event: Approve LPA-Consulting Contract with Butler, Fairman & Seufert, Inc. for Preliminary Engineering Services for the Dunn Street Multiuse Path Project

Petitioner/Representative: Engineering Department

Staff Representative: Neil Kopper, Senior Project Engineer

Date: 1/28/2025

Report: This project will begin with a conceptual scoping exercise, but is expected to construct a multiuse path on North Dunn Street from the SR45/46 Bypass to Clover Lane. The project is programmed in the Metropolitan Planning Organization's Transportation Improvement Program to use up to \$1,551,100 of federal funding for construction.

BF&S was selected to perform design services for this project based on their response to a project-specific request for information. This contract is set at a not-to-exceed amount of \$644,297. Construction of this project is anticipated in 2028.

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	N/A	N/A
Design Services Contract	Current Item	1/28/2025
ROW Services Contract	Future	TBD
Public Need Resolution	Future	TBD
Construction Inspection Contract	Future	TBD
Construction Contract	N/A - INDOT	TBD



CONTRACT COVER MEMORANDUM

TO: Office of the Mayor
FROM: Engineering Department
DATE: 1/16/2025
RE: Approval of LPA-Consulting Contract with Butler, Fairman & Seufert, Inc. for Preliminary Engineering Services for the Dunn Street Multiuse Path Project

Contract Recipient/Vendor Name:	Butler, Fairman & Seufert, 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>	2039
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-077
Due Date For Signature:	1/28/2025
Expiration Date of Contract:	Estimated 12/1/2028
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$644,297
Funding Source:	4665-18-180000-54510
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 project will begin with a conceptual scoping exercise, but is expected to construct a multiuse path on North Dunn Street from the SR45/46 Bypass to Clover Lane. The project is programmed in the Metropolitan Planning Organization's Transportation Improvement Program to use up to \$1,551,100 of federal funding for construction. BF&S was selected to perform design services for this project based on their response to a project-specific request for information. This contract is set at a not-to-exceed amount of \$644,297. Construction of this project is anticipated in 2028.

City of Bloomington Contract and Purchase Justification Form

Vendor: Butler, Fairman & Seufert

Contract Amount: \$644,297

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: 8

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?

☐☒

Qualifications-based selection based on responses to RFI.

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

BF&S was selected for this contract based on an evaluation of their response to the RFI.

Neil Kopper

Senior Project Engineer

Engineering

Print/Type Name

Print/Type Title

Department

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of _____ 2025 ("Effective Date") by and between the CITY OF BLOOMINGTON, INDIANA, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and BUTLER, FAIRMAN & SEUFERT, INC. ("the CONSULTANT"), a corporation organized under the laws of the State of Indiana.

Des. No.: 2400042

Project Description: Dunn Street Multiuse Path from S.R. 45 to Clover Lane.

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be October, 2030. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$ 644,297.00.

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration (“FHWA”) or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. **Assignment; Successors.**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA’s prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise (“DBE”) SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT’s Economic Opportunity Division Director.

3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. **Certification for Federal-Aid Contracts Lobbying Activities.**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

- 6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

7. **Compliance with Laws.**

- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
 - i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
 - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
 - iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
 - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.
 - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT’s SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA’s request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT’S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
 - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT’s liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA’s reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA’s reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, “deficiencies”) until all deficiencies are remedied in a timely manner.

9. Confidentiality of LPA Information.

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

- 10. Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them 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 the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. DBE Requirements.

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. Non-Discrimination.

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - (6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes.

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. Employment Eligibility Verification. The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

The LPA may terminate for default if the CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by the LPA.

16. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
 - A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
 - B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
 - C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

23. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

Neil Kopper, Senior Project Engineer
City of Bloomington
401 North Morton Street, Suite 130
Bloomington, IN 47402

Notices to the CONSULTANT shall be sent to:

Michael Eichenauer, PE, Executive V.P.
Butler Fairman & Seufert, Inc.
8450 Westfield Boulevard, Suite 300
Indianapolis, IN 46240

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. Pollution Control Requirements. If this Contract is for \$100,000 or more, the CONSULTANT:

- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
- ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
- iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.

29. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

30. Status of Claims. The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to the party referred to in Paragraph 23:

31. Sub-consultant Acknowledgement. The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.

32. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.

33. Taxes. The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.

34. Termination for Convenience.

- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
- B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. Termination for Default.

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
 - (i) the CONSULTANT fails to:
 - 1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 - 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
 - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

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Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

**CONSULTANT
BUTLER, FAIRMAN and SEUFERT,
INC.**

**LOCAL PUBLIC AGENCY
CITY OF BLOOMINGTON, INDIANA
BOARD OF PUBLIC WORKS**

Signature
Michael Eichenauer, Executive V.P.

Signature
Kyla Cox Deckard, President

Signature
Elizabeth Karon, Vice President

Signature
James Roach, Secretary

Signature
Margie Rice, Corporation Counsel

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation (INDOT) and Federal Highway Administration (FHWA).

Project Description: The 10-foot wide HMA path will be located along either the east side or west side of Dunn Street, from the north side of S.R. 45 to Clover Lane. Incidental improvements may include new curb and gutter, storm sewer, drive reconstruction, and curb ramps.

The CONSULTANT shall be responsible for performing the following activities:

A. CONCEPTUAL SCOPING REPORT

Prior to the initiation of other Project activities, the CONSULTANT shall investigate options for project improvements and develop a Conceptual Scoping Report summarizing the options considered and the recommendations for a final configuration and scope.

1. Path options to be considered include whether the path should be located solely on the east side of Dunn Street, solely on west side of Dunn Street, or a combination.
2. Factors to be considered in the investigation include costs and overall impacts to right-of-way, utilities, historic properties, environmental and tree impacts, stormwater modifications or improvements, public safety, and input from the public and stakeholders.
3. Existing GIS data and site observations will be utilized to document constraints and opportunities related to each option.

B. TOPOGRAPHIC SURVEY

1. Field survey data shall be in conformance with the requirements of Title 865 IAC 1-12 et sequential and the Indiana Design Manual, Part III, Location Surveys.
2. As a minimum the survey will include locating all visible features necessary for the proper design of the proposed improvements within the existing and proposed future right-of-way. This shall be done to ensure the most efficient design can be achieved which will minimize land acquisition and relocation costs. These features will include buildings, paved surfaces, shrubs, signs, poles, utilities, manholes, valves and meters, utility locations marked by others, individual trees in lawn areas, and limits of heavily wooded areas.
3. Before field work commences, an IUPPS ticket will be submitted for utility locates along the project route. Any marks completed by the respective utilities or their locators will be tied into the survey and graphically shown on the finished product.
4. Sufficient elevation shots will be taken (cross sections at a maximum of 100-foot intervals with intermediate grade changes taken as necessary) so that an accurate Digital Terrain Model (DTM) of the existing ground conditions can be created. One-foot contours will be created from the DTM and included in the survey submittal.
5. The Field Survey will be integrated with the United States Public Land System and physical monumentation as necessary to acquire Right of Way for this project in accordance with Title 865 IAC 1-12 et sequential.
6. Deed research, property ownership and right of way determination will be completed to show the limits of property ownership on the topographic survey. Research at the Monroe County offices or any other entity will be completed to facilitate the determination of these lines.
7. A survey centerline will be established, set and referenced in the field at a maximum interval of 1,300 feet. The design plans will reference this survey centerline so that the survey control can

- be used to establish the construction centerline.
- 8. Vertical control points (benchmarks) will be set at a maximum interval of 1,300 feet.
- 9. A Location Control Route Survey Plat will be completed for the survey limits, where necessary for Right of Way Acquisition.
- 10. The topographical survey shall encompass the selected side of the road as well as the full width of Dunn Street itself. The survey will also include relevant surface and feature information at the downstream and upstream ends of the two crossing culverts.

C. PROJECT DESIGN

- 1. Project Limits are as described above in Project Description.
- 2. The CONSULTANT shall prepare preliminary plans and preliminary estimates of cost, which shall be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: Chapter 7 (Plan Preparation) of the "INDOT LPA Guidance Document for Local Federal-Aid Projects" (latest revision), INDOT 3-R Design Standards, American Association of State Highway and Transportation Officials "A Policy on Geometric Design of Highways and Streets", Indiana Department of Transportation's Standard Specifications, Road and Bridge Memoranda and Road and Bridge Design Manuals except as modified by supplemental specifications and special provisions, if any.
- 3. The CONSULTANT shall perform drainage design for the project. Drainage design shall adhere to all local, state, and federal statutes and regulations, including but not limited to capacity design, stormwater detention, and stormwater quality. The design shall include all necessary elements to obtain drainage approval from CBU.
- 4. The CONSULTANT shall determine the need for Level 1 Design exceptions that will be required during the project development. All necessary documentation to request a formal Level 1 Design Exception shall be completed, plans and design calculations shall be prepared in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the Field Check Plans are distributed: "Indiana Department of Transportation Design Standards for 3R Projects", Indiana Department of Transportation's Standard Specifications, Road and Bridge Memoranda, except as modified by supplemental specifications and special provisions, if any.
- 4. Stage 1 Review Submission: The CONSULTANT shall complete 30% design plans, in accordance with the INDOT Design Manual, and submit to the OWNER and INDOT for review.
- 5. Preliminary Field Check Plans and Meeting: The CONSULTANT shall prepare necessary information and notices and conduct a Preliminary Field Check.
- 6. Stage 3 Review Submission: Following receipt of the public hearing certification, the CONSULTANT shall complete the final plans, special provisions (recurring and unique), final opinions of probable construction costs, and all other necessary documents, reports and calculations. The opinion of probable construction cost shall be prepared according to the current practices of the INDOT and shall include all items of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but shall not include the cost of such items of work for which the LPA, through its own forces or through other party or parties will prepare detail plans. The unit prices to be used shall be in accordance with the methods used by INDOT. The CONSULTANT shall submit Stage 3 Review Submission to the LPA for review prior to submittal to INDOT for review and approval.
- 7. Final Tracings Package: Upon receipt of Stage 3 Review Submission review comments from INDOT, the CONSULTANT shall submit to the LPA and INDOT all required documentation for the Final Tracings Package Submission.
- 8. Bid Assistance: The CONSULTANT shall provide contract document and bid assistance to INDOT and the LPA, including review of INDOT's Contract Information Book and addressing contractor inquiries.

9. The CONSULTANT shall provide the design, the layout, and configuration of the path and other bicycle-pedestrian improvements for the entire length of the project route, including, if necessary, pavement, connections to existing trails and streets, street and drive crossings, concrete pads at existing bus stops, roadway curb and gutter, and related storm sewer improvements.
 10. The CONSULTANT shall provide the design, layout, plans and details for modular block retaining wall(s), if required.
 11. The CONSULTANT shall provide the design of all safety and traffic signs along the trail and at street crossings.
 12. The CONSULTANT shall provide design of curb ramps and crosswalks at all street crossings.
 13. The CONSULTANT shall perform a tree impact study and develop a tree replacement plan.
- D. The CONSULTANT shall provide project management and administration services, including the following:
1. Assist the LPA in updating the Quarterly Tracking Reports and attend and participate in the MPO Quarterly Tracking and Review meetings, primarily via conference call, providing timely and accurate federal aid project updates.
 2. Provide the LPA with documentation necessary for submission of vouchers to INDOT for reimbursement of services.
 3. Attend all such conferences with the officials of the LPA and other interested agencies as may be required in connection with the work.
 4. Coordinate with all sub-consultants for their respective elements of the project and their delivery schedules.
 5. Additional general data, including CAD files, shall be issued to associated parties, such as utilities and Contractors, at the mutual agreement of the CONSULTANT and the LPA. The CONSULTANT does not authorize or assume liability for any reuse of the documents or digital materials described in this section for any purpose other than this project and the specific use intended, unless adapted by and approved by the CONSULTANT.
- E. UTILITY COORDINATION SERVICES

UTILITY COORDINATION DESIGN PHASE

The CONSULTANT shall perform utility coordination which shall include the following in accordance with 105 IAC 13 "Utility Facility Relocation on Construction Contracts" for INDOT and federal-aid local projects:

1. Utility Coordination Project Management, project meetings, and monthly reports
2. Utility coordination for Environmental Documentation, and utility commitment resolution from environmental document commitment list
3. Perform IUPPS 811 Design Ticket and area research to determine utilities in the area of the project
4. Send out Initial Notice Letters for preliminary contact to all utilities, both public and private, to establish: a point of contact, the location of the utilities facilities within the field survey limits, and documentation of reimbursable property interests if any.
5. Send out Verification of Existing Facility Letters and plans to all utilities, review response information as they are obtained and update / coordinate the update of the project topographical information.
6. Notify utilities of the preliminary field check meeting and attend to discuss both locations of existing facilities shown on the plans and potential conflicts between the utilities and the proposed project.
7. Send out Conflict Analysis Letters to all utilities with revised plans and utility information based on responses from Verification of Existing Facilities and discussions at the Preliminary Field Check to verify any remaining conflicts with the proposed improvements for the project.
8. Send out Preliminary Final Plans, Requests for Work Plans Letters and Work Plan Documents to each utility. AutoCAD files will be prepared and sent to utilities upon request.

9. Review Utility Relocation Work Plans and Relocation Drawings for possible conflicts with the proposed improvements for the project, and for conflicts between additional utilities and their proposed relocations.
10. Coordinate a final utility coordination meeting if necessary to discuss utility relocations with all relevant utilities.
11. Prepare utility coordination certification, utility special provision, utility relocation Gantt chart for final submittals.
12. Prepare “no involvement” railroad coordination certification.
13. Issue all approved work plan letters to the utilities unless otherwise directed by the LPA or INDOT.

UTILITY COORDINATION CONSTRUCTION PHASE

The CONSULTANT shall perform utility coordination construction phase which shall include the following in accordance with 105 IAC 13 “Utility Facility Relocation on Construction Contracts” for INDOT and federal-aid local projects:

1. Draft and issue pre-construction and relocation Notice-To-Proceed letters to the utilities as necessary for the project unless otherwise directed by the LPA or INDOT.
2. Assist in coordination the completion of utility relocation dependency items by others (such as staking of the right-of-way, clearing, grubbing, etc.) with the parties performing the work to ensure it is completed in a timely fashion to allow utility relocations to be completed on time.
3. Send letters & communication follow-up during utility progress to monitor progress and schedules
4. Attend the project pre-construction meeting.
5. Attend field meetings and or utility related conference calls.
6. Remain available throughout construction as needed for unforeseen conditions.

SUBSURFACE UTILITY INVESTIGATION (SUE)

SUE shall be provided if required.

UTILITY RELOCATION STAKING

The CONSULTANT shall perform staking of the right-of-way, proposed structures, or other design items necessary for utilities to perform their relocation prior to the contract being let on an as needed basis.

FOLLOW-UP UTILITY SURVEY

The CONSULTANT shall re-submit Indiana 811 tickets to get existing utilities located throughout the project limits in specific areas of concern due for design and utility coordination purposes in the event that utility was not marked for original topographic survey, or additional information is needed, which requires additional site visits for survey collection. This work will be performed on an as needed basis.

F. ENVIRONMENTAL SERVICES:

The environmental services required to develop this project shall meet the National Environmental Policy Act of 1969 (NEPA) regulations and, as appropriate, latest versions of the NEPA and the Indiana Department of Transportation (INDOT) Decision Making Process, INDOT Procedural Manual for Preparing Environmental Documents, INDOT Categorical Exclusion Manual, and Chapter 8 of the INDOT LPA Process Guidance Document for Local Federal-Aid Projects.

The environmental document completed for this project will be coordinated, as required, with the Environmental Scoping Manager at the INDOT Seymour District, and as appropriate, the INDOT Office of Environmental Services, and the Federal Highway Administration. It is anticipated that a Categorical Exclusion Level 2 will be required. Therefore the scope and fee included in this agreement is for a CE-2.

The CONSULTANT shall provide the following services and environmental documentation:

1. Public Involvement:

- a. The CONSULTANT shall prepare and advertise a legal notice offering the public the opportunity to request a Public Hearing per Part I, Section IV, C, 5a of the INDOT PIPPM. If no requests are forthcoming prior to the established deadline date, the CONSULTANT shall obtain Public Involvement certification from the Public Hearings Section at INDOT prior to receiving final environmental document approval.
- b. If limited requests for a Public Hearing are received and it is determined by the CONSULTANT that the comments received could be adequately answered by meeting individually with those respondents, the CONSULTANT shall conduct individual meetings, either in-person or via telephone. All comments received will be answered and submitted to the INDOT Public Hearings Section for Public Involvement certification prior to receiving final environmental document approval.
- c. If a Public Hearing is required, or the LPA desires to hold a Public Hearing, the CONSULTANT shall prepare and advertise a legal notice per Part I, Section IV, C, 5c of the INDOT PIPPM, coordinate, prepare for and conduct a Public Hearing per Part I, Section VI, D, and prepare a Transcript and comment/response sheets. Subsequent to the requirements of the Public Hearing, the CONSULTANT shall obtain Public Involvement certification from the INDOT Public Hearings Section prior to receiving final environmental document approval.
2. Early coordination with various required local, state and federal agencies.
3. Project corridor impact evaluation including:
 - a. Waters Report and wetland determination/delineation
 - b. Threatened and endangered species review via IPaC
 - c. Karst, Sole Source Aquifers, Wellhead Protection Areas, Ground Water, Surface Water and Drinking Water reviews.
 - d. Floodplain review
 - e. Farmland review and completion of the Farmland Conversion Impact Rating form (NRCS-CPA-106) for corridor type projects.
 - f. Section 6(f) (Land and Water Conservation Fund) and Section 4(f) (public park and recreation land, wildlife and waterfowl refuges and historic properties) reviews.
 - g. Identification and recording of existing documentation regarding the criteria air pollutants and the conformity status of the project in addition to identifying additional requirements beyond conformity (hot spot analyses and mobile source air toxics analyses) that may be applicable.
 - h. Determination of the Regulatory Permits required for the project.
 - i. Environmental Justice determination.
4. Section 106 Consultation by including, as needed:
 - a. Historic Property Report
 - b. Coordination with Consulting Parties
 - c. Section 106 documentation, meetings, and the advertising of legal notices for a “No Adverse Effect” or an “Adverse Effect” finding pursuant to 36 CFR 800.11(e), (f), or (g) based upon results of the Historic Property Report and consultation with the State Historic Preservation Officer (SHPO), the Indiana Department of Transportation (INDOT) Cultural Resources Section (CRS) and other consulting parties. If needed, prepare a Memorandum of Agreement associated with the 36CFR 800.11(e) for an “Adverse Effect”.
 - d. Phase 1a Archaeological Reconnaissance.
 - e. Evaluation of Hazardous Materials and Regulated Substances.
 - f. Completion of a Red Flag Investigation.

Items not included in the above descriptions include the following:

1. Mitigation plans
2. Stream enhancement plans
3. Endangered species studies or reports beyond the minimum IPaC review of the Indiana bat and the northern long-eared bat.

4. Archaeological studies beyond Phase 1a reconnaissance.
5. Woody revegetation plan
6. Phase I or Phase II Environmental Site Assessment

G. ENVIRONMENTAL PERMITS

The CONSULTANT shall assist the LPA in submitting and obtaining water quality permits from the U.S. Army Corps of Engineers and IDEM, related to the two culverts crossing Dunn Street, if required.

The CONSULTANT shall assist the LPA in submitting and obtaining the IDEM Construction General Stormwater Permit (CSGP).

H. RIGHT-OF-WAY ENGINEERING

The CONSULTANT shall provide right-of-way engineering in accordance with the procedures and standards as indicated in the Indiana Department of Transportation, Land Acquisition Division, Right-of-Way Engineering Procedures Manual including the following:

1. Establish Right-of-Way required for acquisition as well as template for documentation; coordinate Right-of-Way efforts with client, design, and subconsultants.
2. Provide a documented title search (T&E Report) for up to 22 parcels, prepared by an abstractor as approved by the Indiana Department of Transportation.
3. Provide legal descriptions and land plats for up to 22 parcels. The descriptions shall be prepared and certified by an Indiana Professional Surveyor.
4. Prepare Right-of-Way Plans.

I. ON-CALL ADDITIONAL SERVICES

The CONSULTANT shall provide additional project development services if required and requested by LPA, summarized as follows:

1. Attend Pre-Construction Meeting
2. Review Shop Drawing Submittals
3. Perform Plan Revisions Related to Right-of-Way Acquisition Requests
4. Perform Design Assistance During Construction to Address Unforeseen Conditions

J. PUBLIC ENGAGEMENT

1. Conceptual Scoping Report Phase
 - a. The CONSULTANT shall facilitate a Public Information Meeting to gather public input and present optional alignments to the public. The CONSULTANT shall prepare visual materials for the meeting and deliver them to the LPA for review prior to the meeting. The general public and specific project-related stakeholders (identified by the LPA) will be invited to attend the meeting.
 - b. If requested by the LPA, the CONSULTANT shall facilitate a second Public Information Meeting to present the results of the scoping report to the public.
2. Project Design Phase
 - a. The CONSULTANT shall facilitate additional Public Information Meeting(s) to inform the public of project progress and any updates to the proposed improvements. These Public Information Meetings are separate from, and will not qualify as, NEPA Public Involvement Hearings.

K. GEOTECHNICAL INVESTIGATION

If, and only if, retaining walls are required, the CONSULTANT shall make or cause to be made a complete Geotechnical Investigation in accordance with "Requirements for Geotechnical Investigations" dated 1 November 1984. Copies of this document are on file with INDOT and the documents are incorporated herein by reference and is made a part hereof. Borings shall extend sufficiently in depth to obtain characteristic data for the proper design of foundations. In the event more extensive boring, sampling, and testing is needed, a supplemental agreement shall be executed to pay for the additional work. The Consultant shall backfill bore holes or cause to be backfilled in accordance with "Aquifer Protection Guidelines" dated December 9, 1987. A copy of the document is on file with the INDOT, Division of Materials and Tests, Geotechnical section.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

- A. Assist the CONSULTANT in obtaining property owner information, deeds, plans of adjacent developments, section corner information, and any other pertinent information necessary to perform work under this Contract.
- B. Criteria for design and details for signs, signals, highways and structures such as grades, curves, sight distances, clearances, design loadings, etc.
- C. Specifications and standard drawings applicable to the project.
- D. Plans of existing structures and roads within the project limits, if available.
- E. All written views pertinent to the project that are received by the LPA.
- F. Actual relocation and land acquisition costs.
- G. Available data from the transportation planning process.
- H. Utility plans available to the LPA covering utility facilities throughout the affected areas.
- I. Guarantee access to enter upon public and private lands as required for the CONSULTANT under this Contract.
- J. All legal services as may be required for development of the project.
- K. Determining and obtaining locations/time/dates for all public meetings and/or hearings.

APPENDIX "C"**SCHEDULE:**

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA. At the time of the execution of this Contract, project letting is scheduled for September 15, 2027.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval by the approximate dates shown in the following submission schedule assuming Notice to Proceed Date for the Conceptual Scoping Report of January 15, 2025:

Conceptual Scoping Report	March 1, 2025
Topographic Survey Complete	May 15, 2025
Preliminary Field Check submission and conduct Field Check	August 1, 2025
RW Engineering Complete	November 1, 2025
Draft Environmental Document submitted to INDOT	March 1, 2026
Final Environmental Document approval from INDOT	September 1, 2026
Stage 3 Plan Submittal to INDOT	December 15, 2026
Final Tracing Plan Submittal to INDOT	May 24, 2027

APPENDIX "D"**COMPENSATION:****A. Amount of Payment**

1. The CONSULTANT shall receive as payment for the services performed under this Contract, as identified in Items 2 through 5 below, the total fee not to exceed \$644,297.00 unless a modification of the Contract is approved in writing by the LPA.

2. The CONSULTANT will be paid for the Design Work performed under this Contract on a lump sum basis in accordance with the following schedule:

a. Conceptual Scoping Report	\$ 14,200.00
b. Topographic Survey	\$ 39,980.00
c. Path Design	\$ 237,000.00
d. Drainage Design	\$ 32,000.00
e. Retaining Wall Design (if needed)	\$ 12,500.00
f. Project Management & Administration	\$ 16,000.00
g. Utility Coordination and Certification	<u>\$ 19,000.00</u>

Total Lump Sum \$ 370,680.00

3. The CONSULTANT will be paid for the Environmental Services performed under this Contract on a lump sum basis in accordance with the following schedule:

h. Environmental Document (CE-2)	\$ 40,500.00
i. Historic Properties MPPA	\$ 15,920.00
j. Full Section 106 Coordination (if needed add'l)	\$ 11,802.00
k. Phase Ia Archaeological Field Reconnaissance	\$ 4,775.00
l. IDEM 401/Corps 404 Permits (if needed)	\$ 10,300.00
m. IDEM CSGP	<u>\$ 7,600.00</u>

Total Environmental Services \$ 90,897.00

4. The CONSULTANT will be paid for the Right-of-Way Engineering services performed under this Contract in accordance with the following schedule:

	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
a. T&E Reports	22 Tax Parcels	\$700.00	\$15,400.00
b. Legal Descriptions and Land Plats	22 Parcels	\$2,100.00	\$46,200.00
c. Property Line Determination and R/W Engineering Oversight			\$11,600.00
d. Right-of-Way Plans			\$7,490.00
e. Right-of-Way Staking			<u>\$4,630.00</u>

Total Right-of-Way Services \$ 85,320.00

5. The LPA agrees to compensate the CONSULTANT for Additional Services as needed on the basis of actual hours of work performed on the project at the hourly billing rates noted in APPENDIX "D-1" plus subconsultant costs. The Hourly Billing Rates include overhead and profit. The CONSULTANT will be paid for the following work under additional services in accordance with the following schedule:

a. Potential on-call additional services required:	\$ 12,000.00
1. Pre-Construction Meeting	
2. Shop Drawing Reviews	
3. Revisions to Contract Documents related to Right-of-Way Acquisition	
4. Consultation during construction for unforeseen conditions	
b. Public Engagement & Information Meetings	\$ 10,000.00
c. NEPA Public Involvement Hearing	\$ 14,700.00
d. Follow Up Survey for Utilities	\$ 7,500.00
e. Subsurface Utility Engineering (SUE)	\$ 26,000.00
f. Utility Coordination – Construction Phase	\$ 7,200.00
g. Geotechnical Investigation	<u>\$ 20,000.00</u>
Total On-Call Services	\$ 97,400.00
6. The CONSULTANT shall not be paid for any service performed by the LPA or services not required to develop this project. Costs for routine photocopy and paper reproduction, cellular phone costs, pager costs and computer time costs will not be paid as a reimbursable but is to be included in the above fees and overhead costs.

B. Method of Payment:

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Contract. The invoice voucher shall be submitted to the LPA. The invoice voucher shall represent the value, to the LPA, of the partially completed work as of the date of the invoice voucher. The CONSULTANT shall attach thereto a summary of each pay item in Section A of this Appendix, percentage completed and prior payments in a form acceptable to the LPA.
2. The LPA for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay the CONSULTANT for rendering such services the fee established above upon completion of the work thereunder, acceptance thereof by the LPA and upon the CONSULTANT submitting an invoice as described above.
3. In the event of a substantial change in the scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with Item VI.6 (Changes in Work), as set out in this Contract.

APPENDIX “D-1”**SCHEDULE OF COMPENSATION****BUTLER, FAIRMAN and SEUFERT, INC.****2025 HOURLY RATE SCHEDULE**

<u>Classification</u>		<u>Hourly Rates</u>
E-V	Engineer V	\$ 260.50
E-IV	Engineer IV	\$ 225.27
E-III	Engineer III	\$ 196.72
E-II	Engineer II	\$ 149.61
E-I	Engineer I	\$ 113.29
FP-V	Field Personnel V – (Project Coordinator)	\$ 252.52
FP-IV	Field Personnel IV	\$ 188.50
FP-III	Field Personnel III	\$ 144.77
FP-II	Field Personnel II	\$ 121.44
FP-I	Field Personnel I	\$ 94.44
EA-III	Engineer’s Assistant III	\$ 196.71
EA-II	Engineer’s Assistant II	\$ 172.20
EA-I	Engineer’s Assistant I	\$ 105.77
SP-1	Support Personnel I	\$ 72.96
C-II	Clerical II	\$ 155.75
C-I	Clerical I	\$ 92.44
P-III	Planner/Environmental Specialist III	\$ 157.72
P-II	Planner/Environmental Specialist II	\$ 120.54
P-I	Planner/Environmental Specialist I	\$ 102.85
EI-1	Engineer Intern I	\$ 72.67

The billing rates are based on Overhead Rate of 1.8921, and Profit of 10%, and are effective January 2025. Rates may be adjusted annually (beginning January 2026) to reflect changes in the raw rate compensation payable to the **ENGINEER**.



Board of Public Works Staff Report

Project/Event: Approve License Agreement with the Trustees of Indiana University for Sidewalk Construction on North Dunn Street

Petitioner/Representative: Engineering Department

Staff Representative: Neil Kopper, Senior Project Engineer

Date: 1/28/2025

Report: A recently awarded City construction contract includes new sidewalk on the east side of Dunn Street from 17th Street to approximately 18th Street. A portion of this work will take place on property owned by the Trustees of Indiana University. This license agreement provides permission for the City's construction contractor to enter this property and perform the work. No funding is impacted with approval of this license agreement. Project construction is scheduled for spring or summer 2025.



CONTRACT COVER MEMORANDUM

TO: Office of the Mayor
FROM: Engineering Department
DATE: 1/27/2025
RE: Approval of IU Licensing Agreement for the Dunn Street Multiuse Path Project

Contract Recipient/Vendor Name:	IU
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>	2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-079
Due Date For Signature:	1/28/2025
Expiration Date of Contract:	09/30/2025
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	N/A
Funding Source:	N/A
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: An agreement for non-exclusive limited license to enter upon real property owned by IU for the purpose of the North Dunn Street Sidewalk connection project.

LIMITED LICENSE AGREEMENT

This Limited License Agreement (“Agreement”) is entered into on this ____ day of _____, 2025 (the “Effective Date”) between **The Trustees of Indiana University**, a statutory body politic of the state of Indiana, as licensor (“IU”), and **City of Bloomington**, as licensee (“Licensee”).

1. **License and Premises.** Subject to the terms and conditions of this Agreement, IU hereby grants to Licensee, and to no other person or entity, a non-exclusive limited license to enter upon certain real property owned by IU located in Monroe County, Indiana, in the area as outlined on Exhibit “A”, attached hereto and made a part hereof by this reference (the “Premises”), for the purpose of Licensee’s North Dunn Street Sidewalk Connection project as shown on Exhibit “B”.
2. **Term and Termination.** The term of this Agreement (the “Term”) shall commence on the Effective Date and expire on September 30, 2025. Upon expiration or earlier termination of the Agreement, Licensee shall promptly remove all of Licensee’s Equipment, and all trash or other garbage from the Premises and restore the Premises as detailed in Section 5.
3. **Fee.** Licensee shall not pay a Fee under this Agreement.
4. **Use.** Licensee shall use the Premises exclusively for the purposes described in Section 1 above. Licensee may not place or install any fixtures, equipment, material, or other property on the Premises other than that which is necessary to perform Licensee’s work under this Agreement.
 - a. Licensee shall not use or allow the Premises or any part thereof to be used or occupied for any purpose other than that described in this Agreement, nor for any unlawful purpose, and Licensee shall not allow any act to be done or condition to exist on the Premises or any part thereof or any article to be brought thereon, which may be dangerous, unless safeguarded as required by law, or which might render void or voidable any insurance then in force or required under this Agreement, or which might increase IU’s cost of maintaining such insurance. Licensee agrees not to commit or allow to be committed any waste or nuisance on or about the Premises.
 - b. Licensee’s use of the Premises shall be exercised in a manner that does not interfere with IU’s other use or occupation of the Premises or IU’s other property or premises.
 - c. Licensee has inspected and accepts the Premises “as-is” and “where-is”, and hereby agrees that IU shall have no responsibility for the condition of the Premises to Licensee or to any of Licensee’s employees, contractors, sub-contractors, invitees, or guests (collectively “Licensee Parties” and each individually a “Licensee Party”). No warranty or representation is provided by IU as to the condition of the Premises or its fitness for Licensee’s use.
 - d. Licensee understands and agrees that no utilities are provided by IU nor may Licensee obtain or connect their own utilities.

- e. Licensee shall obtain, at its sole cost and expense, any additional permits and licenses that are necessary or required for Licensee's use of the Premises. Licensee shall not install any improvements or make any alterations to the Premises other than the work approved by IU as shown on Exhibit "B".
 - f. Licensee may not use the Premises to provide service to any party or building except as described herein without IU's prior written consent.
 - g. Licensee shall not store any hazardous materials or equipment on the Premises.
 - h. Licensee shall take good care of and maintain the Premises in the same order and condition existing immediately prior to Licensee's entry onto the Premises. Licensee shall maintain any portions of the Premises as necessary for the safe exercise of its use at Licensee's sole cost and expense in accordance with the provisions of this Agreement. Licensee agrees that if its use of the Premises causes damage to the Premises or any part thereof, at IU's option Licensee shall promptly repair and restore any such damage at Licensee's sole cost and expense and to IU's satisfaction, or IU may proceed to have the work done and collect the cost thereof from Licensee.
5. Restoration. Licensee, at Licensee's sole cost, shall be responsible for removing all of Licensee's Equipment and trash from the Premises upon expiration or earlier termination of the Agreement. Licensee agrees to repair, at Licensee's sole cost and expense, any and all damage or destruction to the Premises or other parts of IU's Property caused by Licensee, including Licensee Parties. Such restoration shall be completed to IU's sole satisfaction, repairing the Premises and any of IU's Property to the same or substantially the same condition in which the property was found immediately before the Effective Date of this Agreement.
6. Access. Licensee shall have non-exclusive access to the Premises at all times during the Term. Licensee acknowledges that access to and around the Premises may be restricted or significantly limited, at IU's sole discretion.
7. Authorized Personnel. It is agreed that only authorized employees, agents, or contractors of Licensee or persons under their direct supervision (collectively, "Authorized Personnel") will be permitted to enter the Premises. Prior to gaining entry to the Premises, Licensee and its Authorized Personnel shall furnish evidence satisfactory to IU that they have complied with all insurance requirements as set forth in this Agreement.
8. Insurance. Licensee shall comply with the following insurance requirements:
- a. At its sole cost and expense, Licensee shall obtain and maintain in effect insurance policies and coverages acceptable to IU for use of the Premises by Licensee (including its agents, guests, invitees, and employees) and its Authorized Personnel. At a minimum, Licensee shall obtain and maintain in effect the following coverages: Workers' Compensation and Employer's Liability coverages which equal or exceed the requirements of the state of Indiana, if such coverage is applicable (see Section e. below), Comprehensive General Liability coverage in an amount not less than \$1,000,000 per occurrence, Auto Coverage of

not less than \$1,000,000 per occurrence, and any additional insurance required by IU's Office of Insurance, Loss Control, and Claims.

- b. Concurrently with the execution of this Agreement, Licensee shall file with IU certificates of insurance satisfactorily evidencing all insurance required pursuant to this paragraph. IU must be named as an additional insured on all policies except Workers' Compensation and Employers' Liability (if such coverage is applicable). Such insurance carried by Licensee may not be canceled, amended, or permitted to lapse except upon a minimum of thirty days' prior written notice to IU. All such policies must be written as primary policies with respect to the interests of IU, and must provide that any insurance carried by IU is excess and not contributing insurance with respect to the insurance required hereunder.
 - c. Licensee shall be solely responsible for payment of any deductible required by such insurance in the event of a paid claim.
 - d. The minimum insurance coverage limits to be maintained by Licensee herein shall not limit Licensee's liability under this Agreement.
 - e. Licensee shall procure and maintain a Workers' Compensation policy to cover its obligation under the applicable laws of any state or federal government to its employees employed on the jobsite or elsewhere on this project, including its liability as an employer under common law (commonly known as Employer's Liability Coverage "B") with limits of not less than the requirements of the state of Indiana.
9. Liability/Indemnification. Notwithstanding any contrary provision in this Agreement, Licensee shall indemnify, defend, and save and hold harmless IU and its trustees, officers, agents, and employees (collectively, "Indemnitees"), from and against any and all losses, expenses (including, without limitation, Legal Fees as defined below), claims, and liabilities at law or in equity, which may be imposed upon, incurred by, or asserted against IU, based upon or arising out of, in whole or in part, any act or omission of Licensee or any Licensee Party in connection with this Agreement or Licensee's or Licensee Party's use of the Premises, or of Licensee's failure to keep, observe, or perform any of its responsibilities under this Agreement, or of any of the following that occurs:
- a. any activity in or about the Premises, or any part thereof, by Licensee or a Licensee Party;
 - b. any use, possession, occupation, condition, operation, maintenance, or management of the Premises or Facilities, or any part thereof, by Licensee or a Licensee Party; and
 - c. any accident, injury, or damage to any person, property, or the environment, occurring in, about, or near the Premises or other IU property in going to or from the Premises in connection with performance of their responsibilities for Licensee.

If any action or proceeding is brought against Indemnitees relating to any matter for which Licensee has indemnified Indemnitees, Licensee shall, upon written notice from IU, at Licensee's sole cost and expense (including, without limitation, reasonable attorneys' fees and

costs), resist or defend such action or proceeding by counsel approved by IU in writing, but IU's approval of counsel shall not be required when the claim is resisted or defended by counsel of an insurance carrier obligated to resist or defend such claim. If any claims are brought against Indemnites by any employee of Licensee or anyone else for whose acts Licensee may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Licensee or other party under Worker's Compensation acts, disability benefit acts, or other employee benefit acts. This paragraph shall survive the expiration or earlier termination of this Agreement. The term "Legal Fees," as used in this Agreement, shall mean all expenses, court costs, disbursements, and reasonable attorneys' or legal fees, including but not limited to fees for IU's in-house attorneys, each at the rate not less than two hundred fifty dollars (\$250.00) per hour.

10. Compliance with Laws, Regulations, and IU Policies. Licensee shall comply with all laws of the United States and of the state of Indiana, all ordinances of Monroe County, Indiana, and all rules, regulations, and policies as set out by IU. Licensee will require its contractors and sub-contractors to comply with all applicable laws, ordinances, regulations, and policies governing or relating to equal employment opportunity, immigration, nondiscrimination, and affirmative action. Licensee shall, at its sole cost, be responsible for all licenses, permits, certifications, fees, registrations, taxes, assessments, and charges of every kind and character levied or required by any federal, state, or local law, ordinance, or regulation in connection with or because of any act or activity engaged in by Licensee (including its agents, guests, invitees, licensees, contractors, and employees) within or at the Premises, and agrees to protect, indemnify, save and hold harmless IU from any and all liability for same. This paragraph shall survive the expiration or earlier termination of this Agreement.
11. Control of Premises and IU's Right to Enter. In permitting the use of the Premises described, IU does not relinquish custody and control thereof, and does hereby specifically retain the right to enforce any and all appropriate laws, rules, and regulations applicable to the Premises. Licensee shall permit IU to access the Premises at all reasonable times for any purpose, including but not limited to:
 - a. inspecting the Premises to determine whether Licensee has complied or is complying with the provisions of this Agreement;
 - b. exercising any matters pursuant to applicable law or governmental regulations; and
 - c. carrying out any purpose necessary, incidental, or connected with the performance of any of IU's obligations under this Agreement.
12. Assignment and Sublicensing. Licensee may not assign or sublicense this Agreement.
13. Default. If Licensee is in default under this Agreement for a period of five (5) days following receipt of IU's written notice (a "Default"), IU may pursue any remedies available to it against Licensee at law and in equity, including but not limited to termination of this Agreement. IU shall be entitled to collect all Legal Fees related to exercising any remedies available to IU under this Agreement, at law or in equity. Except as provided above, any equipment or other property

of Licensee remaining in or upon Premises after the end of the Term, whether the Term expires or is earlier terminated, will be deemed to have been abandoned by Licensee, and at the sole discretion of IU, such property may:

- a. be retained by IU as its property;
- b. be disposed of by IU in such manner as IU may determine, without accountability to any person or entity; or
- c. be removed and stored at Licensee's expense.

Furthermore, IU will not be responsible for any loss or damage occurring to any such abandoned property. At any point after the Term, IU may disconnect any and all services to the Premises. IU may recover from Licensee, and Licensee shall pay to IU upon demand, such reasonable and actual expenses as IU may incur in recovering possession of the Premises, placing the same in good order and condition, and repairing and altering the same for re-licensing, including but not limited to all reasonable and actual expenses, commissions, and charges incurred by IU in re-licensing and otherwise exercising any remedy provided herein or as a result of any Default by Licensee, including without limitation Legal Fees.

- 14. Severability. If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, and the application of such provision to parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 15. No Relationship. This Agreement shall in no way be construed to be or to create a partnership or joint venture between the parties. None of the provisions of this Agreement are intended to create or shall be deemed or construed to create any relationship between the parties hereto other than that of independent parties contracting with each other hereunder solely for the purpose of effectuating the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, employee, or representative of the other.
- 16. Notices. All notices, requests, demands, consents, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly and properly given on the date of service if delivered personally, or sent by facsimile with written confirmation of receipt by the recipients, or, if mailed, on the day of receipt if deposited in a receptacle of the United States Postal Service, registered or certified mail, first class postage prepaid, return receipt requested, or on the first day following deposit with a nationally recognized overnight courier service (e.g. UPS), postage prepaid, in any event addressed appropriately as follows:

If to IU:

The Trustees of Indiana University
c/o Indiana University Real Estate

2901 E. Discovery Pkwy.
Bloomington, IN 47408

If to Licensee: City of Bloomington
Attn: Neil Kopper
401 N Morton Street, Suite 130
Bloomington, IN 47404

17. Force Majeure. Any delay or failure in the performance by either party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes other than those of a party or its suppliers that prevent the party from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the party affected thereby, despite such party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events, or occurrences, and which events or the effects thereof are not attributable to a party's failure to perform its obligations under this Agreement.
18. Entire Agreement/Interpretation. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. There are no promises, conditions, or understandings, either oral or written, between IU and Licensee, other than those set forth in this Agreement. No subsequent modification or agreement with respect to the terms of this Agreement shall be effective unless memorialized in a writing executed by both parties. This Agreement shall be binding upon the parties hereto, their successors, and assigns.
19. Authority. Each of the persons signing below represents and warrants that he/she has the authority to legally bind the party on whose behalf he/she signs.

(The remainder of this page is intentionally left blank. Signatures appear on next page.)

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Agreement as of the date first above written.

IU:

The Trustees of Indiana University

By: _____
Donald S. Lukes
University Treasurer

LICENSEE:

City of Bloomington

By: _____

Printed: _____

Title: _____

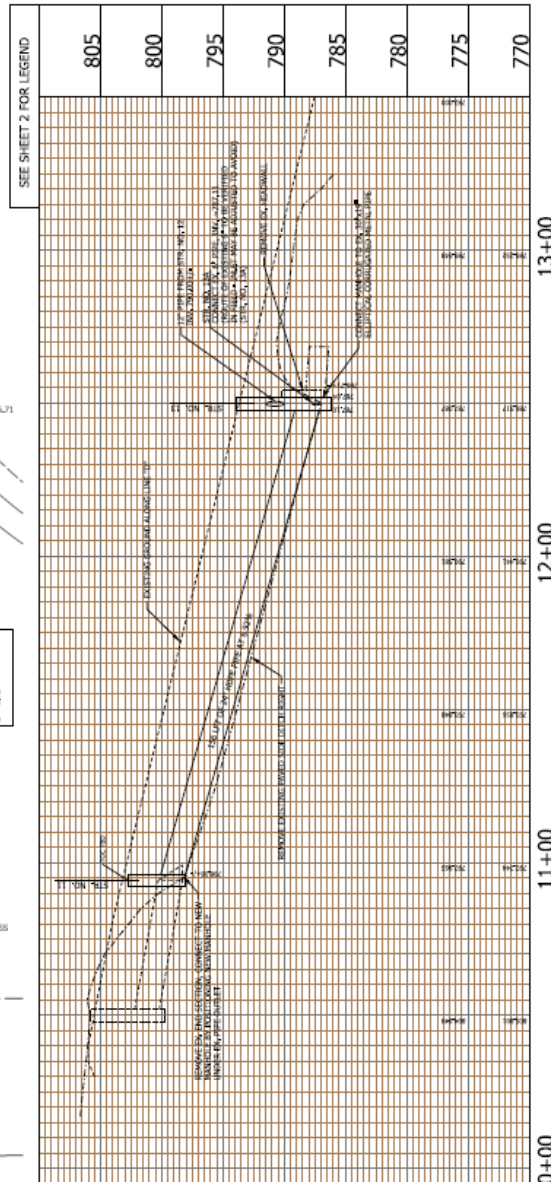
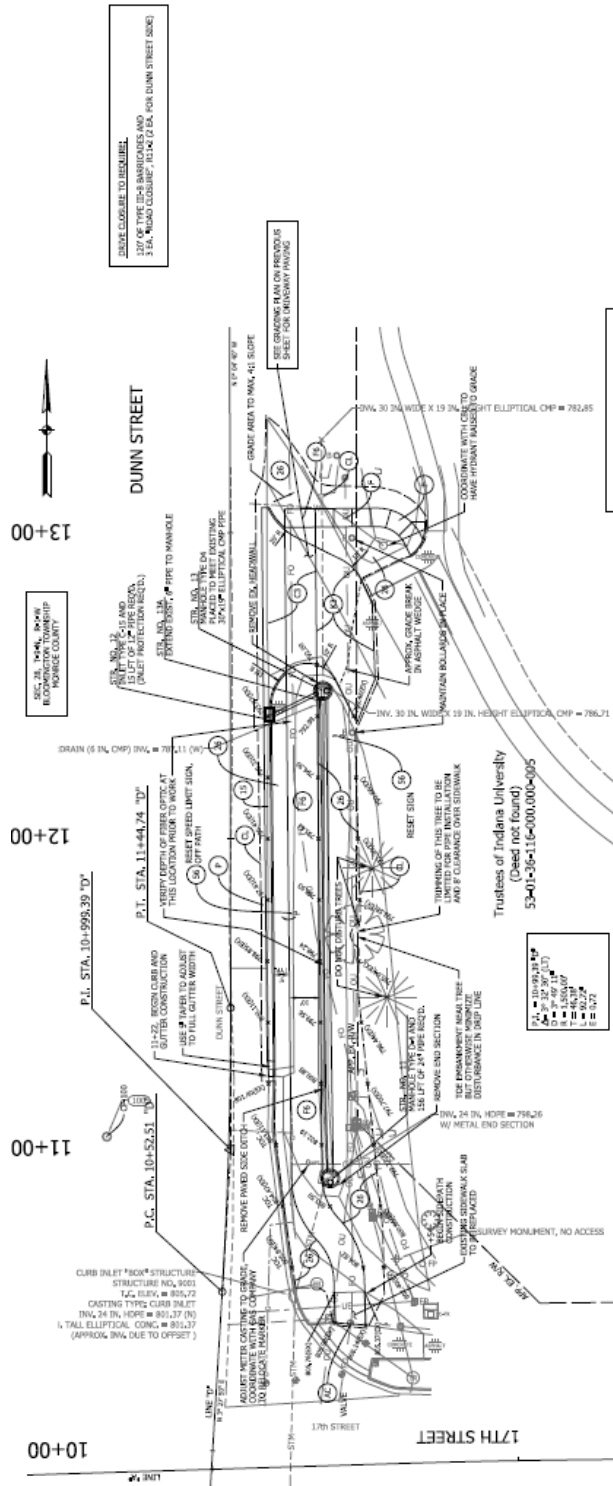
EXHIBIT "A"

The Premises is outlined in yellow below.




EXHIBIT "B"

ENGINEERING DRAWING



Box 400, Suite 400,

	RECOMMENDED FOR APPROVAL: <u>David E. Driscoll</u> REGISTERED PROFESSIONAL ENGINEER		CITY OF BLOOMINGTON DUNN STREET SIDEWALK CONNECTION	HORIZONTAL SCALE 1" = 10'-0"
	DESIGNED BY: <u>DE</u>	DRAWN BY: <u>MSA</u>		
	CHECKED BY: <u>MT</u>	RECHECKED BY: <u>MR</u>	PLAN AND PROFILE	CONTRACT: <u>N/A</u>
				PROJECT: <u>N/A</u>



Board of Public Works

Staff Report

Project/Event: Request for acceptance of Public Improvements for Johnson's Creamery Subdivision – 400 W. 7th St.

Petitioner/Representative: Tom Ritman – Gilliatte General Contractors, Inc.

Staff Representative: [Maria McCormick](#)

Date: January 28, 2025

Report:

The petitioner is requesting the board accept the Public Improvements that were required as part of the plat subdivision for the Johnson's Creamery Subdivision and move this project into the 2-year maintenance bond period.

The Public Improvements to be accepted include the following:

New crosswalk (with thermoplastic striping) mid-block on 7th St. at Madison with an accessible curb ramp. Installation of a new street tree with a metal tree grate along 7th St. All built in existing Right-of-way.

Total value of Physical Public Improvements: \$29,500.00

New land dedicated to Right-of way along W. 8th Street = .012 acers

Total value of Right-of-Way Land Dedicated: \$9,425

The maintenance bond for this project shall be in the amount of \$10,000.00 and remain in force until January 28, 2027.

*Note: This project did not come before the board for a Public Improvement Bond. Because this project had an existing Right-of-Way Use Permit with a bond Engineering allowed this work to be completed under that existing bond. Now that the work is complete they have a separate maintenance bond for the Public Improvements.



**City of Bloomington
Engineering Department**

Certificate of Final Acceptance

Project: 400 W. 7th St. – Johnson's Creamery Subdivision

WHEREAS, the completed public improvements within the public right-of-way do appear to comply with the design standards of Chapter 20.05.050, Subdivision Design Standards of the Bloomington Municipal Code, and do appear to have been constructed in accordance with the City of Bloomington Planning and Transportation Department and Engineering Department requirements; and

WHEREAS, the completed public improvements within the public right-of-way appear to have been installed in accordance with the approved plans; and

WHEREAS, a performance surety in an amount equal to the greater of 5% of the original surety or \$10,000.00 or as determined by the Transportation and Traffic Engineer shall be maintained for two years from 30 days after the date of the certificate of final acceptance is approved; and

NOW, THEREFORE, upon the recommendation of the Planning and Transportation Department and Engineering Department, the public improvements within the public right-of-way are hereby accepted by the City of Bloomington Board of Public Works.

Signature: _____

Date: _____

Printed Name: Kyla Cox Deckard

Title: Board President

Signature: _____

Date: _____

Printed Name: Elizabeth Karon

Title: Board Vice President

Signature: _____

Date: _____

Printed Name: James Roach

Title: Board Secretary

In accordance with Bloomington Municipal Code 20.06.060 and 20.05.050



**City of Bloomington
Engineering Department**

CERTIFICATE OF FINAL ACCEPTANCE – INSPECTION AND RECOMMENDATION

Project: Johnson's Creamery Secondary Plat

INSPECTION

Signing of this portion of this form shall certify that the public improvements within the public right-of-way contained in this project have been visually inspected by representatives of the City of Bloomington Planning and Transportation and Engineering Department, that the public improvements within the public right-of-way appear to have been installed in accordance with appropriate specifications, and that aforementioned representatives take no exception with the installation. Additional inspection reports may be included with this document. A two (2) year performance surety for the public improvements shall be in effect and shall not terminate until a period of two (2) years after the certificate of final acceptance is approved.

RECOMMENDATION

- ☒ Acceptance of Public Improvements by City of Bloomington Board of Public Works and Release of Performance Surety. (Notwithstanding any partial release of the performance bond or letter of credit, the city requires a maintenance bond to remain in effect for a period of two (2) years after the certificate of final acceptance is approved. The maintenance bond shall be in the amount of five percent (5%) of the original performance bond, or \$10,000.00, whichever is greater, or as determined by the Transportation and Traffic Engineer.)
- ☐ Extension of Performance Surety. (Attach a list of deficiencies including a timeline for remediation.)
- ☐ Declaration that Performance Surety is in Default.

Development Services Representative:

Signature: Jackie Scanlan

Date: 1/22/25

Printed Name: Jackie Scanlan

Title: Development Services Manager

Engineering Department Representative:

Signature: Maria McCormick

Date: 1-13-2025

Printed Name: Maria McCormick

Title: Public Improvements Mgr.

In accordance with Bloomington Municipal Code 20.06.060 and 20.05.050



City of Bloomington
Planning and Transportation Department

Certificate of Final Acceptance - Application

Application:

Public Improvement Project Location (Name on plat): JOHNSON CREAMERY BUILDING 7TH ST
Public Improvement Project Description: IMPROVEMENTS 400 W. 7TH ST
Developer: CROSSWALK, CURBING, LANDSCAPING ON 7TH ST
General Contractor: 400 W. 7TH ST. LLC
Relevant Instrument Number(s): GILLIATTE GENERAL CONTRACTORS
Date of Substantial Completion of Public Improvement Project:

Applicant's Name: THOMAS J. BITMAN SR.
Applicant's Title: PRESIDENT
Applicant's Agency: GILLIATTE GENERAL CONTRACTORS
Date of Application for Final Acceptance: 11-11-24

By signing below, the Applicant does hereby certify that as of the above Date of Application for Final Acceptance, the said Project meets all of the requirements for Final Acceptance according to Bloomington Municipal Code. The applicant further certifies that the completed public improvements: are in compliance with the design standards of Chapter 20.07, Design Standards of Bloomington Municipal Code; have been constructed in accordance with City of Bloomington Planning and Transportation Department requirements; and have been installed in accordance with the approved plans.

[Signature]
Applicant's Signature

11-11-24
Date

LEGEND

- RR SPIKE
- STONE
- REBAR
- IRON PIPE
- MAG NAIL

BASIS OF BEARINGS:
INDIANA STATE PLANE,
WEST ZONE

M MEASURED
P PLATTED
R RECORD
FRB FOUND REBAR
SRB SET REBAR
FP FOUND IRON PIPE
FRS FOUND RAILROAD SPIKE
FMAG FOUND MAG NAIL
SMAG SET MAG NAIL
BC BUILDING CORNER
PND FOUND
P.D.O. POSSIBLE DEED OVERLAP

P.D.G. POSSIBLE DEED GAP
B.G. BELOW GRADE
A.G. ABOVE GRADE
R.W.M. RIGHT OF WAY MONUMENT
B.S.L. BUILDING SETBACK LINE
S.S.E. SANITARY SEWER EASEMENT
U.E. UTILITY EASEMENT
D.E. DRAINAGE EASEMENT
D.A.U.E. DRAINAGE AND UTILITY EASEMENT
A.E. ACCESS EASEMENT
A.D. & U.E. ACCESS DRAINAGE AND UTILITY EASEMENT

SETBACK TABLE

ZONE: MD-DC
FRONT - BUILD TO LINE 0 FT-6 FT
(ADJACENT TO B-LINE 10 FT MIN.)
SIDE - NONE
REAR - NONE

OWNER/SUBDIVIDER

400 W. 7TH LLC.
105 S York St. 450
Elmhurst, IL 60126
INST 2019017122
PARCEL 53-01-32-379-000 000-005

ADDRESS TABLE

LOT 1: 411 WEST 8TH STREET
LOT 2: 400 WEST 7TH STREET

ENGINEER/SURVEYOR

SMITH DESIGN GROUP
1467 W ARLINGTON RD
BLOOMINGTON, IN 47404
PHONE 812-336-6536

GENERAL NOTES:

- BASED UPON A SCALED INTERPRETATION OF THE FLOOD INSURANCE RATE MAP 18105C0141D FOR MONROE COUNTY, INDIANA, DATED DECEMBER 17, 2010, THE SUBJECT PROPERTY IS LOCATED WITHIN (UNSHADED) ZONE X.
- SURVEY DONE WITHOUT THE BENEFIT OF TITLE WORK, AND DOES NOT TAKE INTO CONSIDERATION ADDITIONAL FACTS THAT AN ACCURATE AND CORRECT TITLE SEARCH AND/OR EXAMINATION MIGHT DISCLOSE.
- ALL MONUMENTS FOUND IN PERFORMANCE OF THIS SURVEY WERE FOUND FLUSH WITH THE EXISTING GROUND UNLESS OTHERWISE NOTED, AND THE AGE AND ORIGIN OF SAID FOUND MONUMENTS ARE UNKNOWN UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF UNLESS OTHERWISE LABELED.
- THE REAL ESTATE DESCRIBED ON THIS PLAT SHALL BE BOUND BY ANY AND ALL EASEMENTS OR RESTRICTIONS OF RECORD.
- REFERENCE IS MADE TO THE FOLLOWING SURVEYS OR PLATS
A. ALTA/ASCM LAND TITLE SURVEY DATED SEPTEMBER 14, 1993, JOB#2017.
B. ALTA/ASCM LAND TITLE SURVEY, JOB#3626, INST 2003033112
C. ALTA/NSPS LAND TITLE SURVEY, JOB#5972, INST 2022003352.
- NO EXPANSION OR IMPROVEMENTS ARE PERMITTED WITHOUT SITE PLAN APPROVAL. ANY SITE MODIFICATIONS WILL REQUIRE FULL COMPLIANCE MEETING THE CITY OF BLOOMINGTON UDC REQUIREMENTS AND SITE PLAN APPROVAL.
- ENCROACHMENT AGREEMENT WITH THE CITY OF BLOOMINGTON PARKS DEPARTMENT DATED JUNE 11, 2024, RECORDED AS INSTRUMENT NUMBER 2024009977.

EASEMENT NOTES

UTILITY EASEMENT (UE)

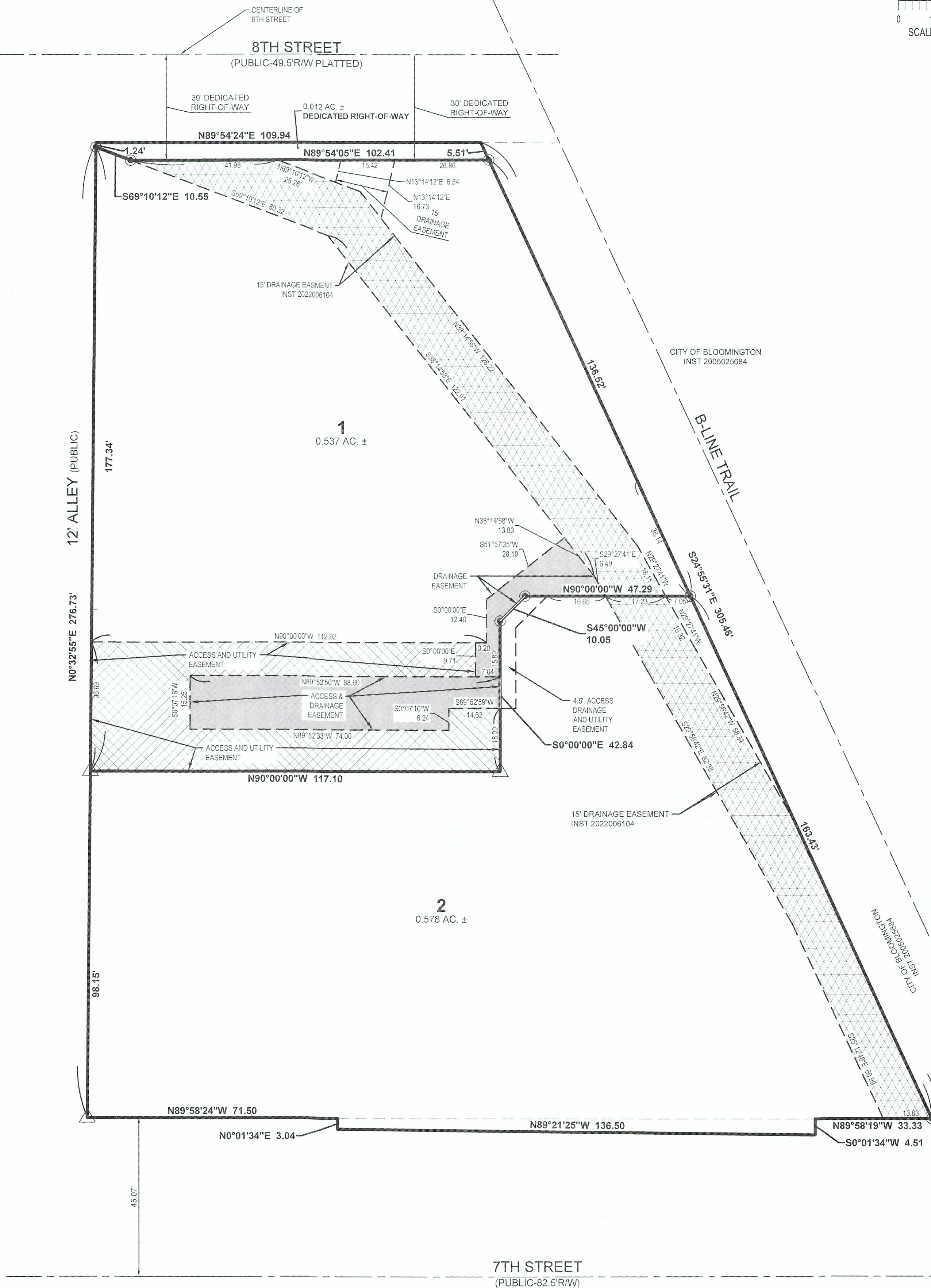
- SHALL ALLOW BOTH PRIVATE AND PUBLIC UTILITY PROVIDERS ACCESS ASSOCIATED WITH THE INSTALLATION, MAINTENANCE, REPAIR OR REMOVAL OF UTILITY FACILITIES.
- PROHIBITS THE PLACEMENT OF ANY UNAUTHORIZED OBSTRUCTION WITHIN THE EASEMENT AREA.
- SIGNS SHALL NOT BE LOCATED WITHIN UTILITY EASEMENTS UNLESS THE SIGN IS A PUBLIC SIGN AUTHORIZED BY SECTION 20.05.079(f)(1) OR IS FURTHER AUTHORIZED BY THE CITY.

DRAINAGE EASEMENT (DE)

- SHALL BE REQUIRED FOR ANY SURFACE SWALES OR OTHER MINOR DRAINAGE IMPROVEMENTS THAT ARE INTENDED TO SERVE THE LOTS ON WHICH THEY ARE LOCATED.
- SHALL PROHIBIT ANY ALTERATION WITHIN THE EASEMENT THAT WOULD HINDER OR REDIRECT FLOW.
- SHALL PROVIDE THAT THE OWNER OF THE LOT ON WHICH THE EASEMENT IS PLACED SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE DRAINAGE FEATURES WITHIN SUCH EASEMENT.
- SHALL BE ENFORCEABLE BY THE CITY UTILITIES DEPARTMENT AND BY OWNERS OF PROPERTIES THAT ARE ADVERSELY AFFECTED BY CONDITIONS WITHIN THE EASEMENT.
- SHALL ALLOW THE CITY UTILITIES DEPARTMENT TO ENTER UPON THE EASEMENT FOR THE PURPOSE OF MAINTENANCE, TO CHARGE THE COSTS OF SUCH MAINTENANCE TO THE RESPONSIBLE PARTIES, TO CONSTRUCT DRAINAGE FACILITIES WITHIN THE EASEMENT, AND TO ASSUME RESPONSIBILITY FOR THE DRAINAGE FEATURES AT ITS DISCRETION.

ACCESS EASEMENT (AE)

- AN EASEMENT OF VARIABLE WIDTH AS SHOWN ON THE PLAT, DEDICATED TO THE GENERAL PUBLIC AND EMERGENCY SERVICE PROVIDERS THAT:
- GRANTS THE GENERAL PUBLIC THE RIGHT TO ACCESS THE EASEMENT FOR PURPOSES OF WALKING, RUNNING, BICYCLING, SKATING, OR UTILIZING CERTAIN CLASSES OF NONMOTORIZED VEHICLES.
 - GRANTS PRIVATE AND PUBLIC EMERGENCY SERVICE PROVIDERS AND FIRST RESPONDERS THE RIGHT TO ACCESS THE EASEMENT WITH MOTORIZED VEHICLES FOR EMERGENCY SERVICE PURPOSES.
 - PROHIBITS THE PLACEMENT OF ANY OBSTRUCTION WITHIN THE EASEMENT WHICH WOULD PRECLUDE MOTORIZED VEHICLE ACCESS WITHIN THE ACCESS EASEMENT.



JOHNSON'S CREAMERY SUBDIVISION SECONDARY PLAT

OWNER CERTIFICATION

400 W. 7TH LLC., OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY LAYOFF, PLAT AND SUBDIVIDE THE SAME INTO PARCELS IN ACCORDANCE WITH THIS PLAT. THE WITHIN PLAT SHALL BE KNOWN AS JOHNSON'S CREAMERY SUBDIVISION SECONDARY PLAT.

THERE ARE STRIPS OF GROUND SHOWN ON THE PLAT AND MARKED "EASEMENT". BUILDINGS OR OTHER STRUCTURES SHALL NOT BE ERECTED OR MAINTAINED IN THESE STRIPS.

THERE ARE BUILDING SETBACKS LINES ESTABLISHED BY THIS PLAT. BUILDINGS OR OTHER STRUCTURES SHALL NOT BE ERECTED OR MAINTAINED BETWEEN SAID LINES AND THE PROPERTY LINES.

WITNESS OUR HANDS THIS 16 DAY OF DECEMBER, 2024.

Michael J. Padgett
MANAGER 400 W. 7TH LLC.

STATE OF ILLINOIS
COUNTY OF DUPage

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF ILLINOIS AND DuPage COUNTY, PERSONALLY APPEARED Michael J. Padgett, PERSONALLY KNOWN TO ME TO BE THE OWNERS OF THE DESCRIBED REAL ESTATE, AND WHO ACKNOWLEDGED THE EXECUTION OF THE FOREGOING SUBDIVISION OF THE REAL ESTATE AS SHOWN AS A VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AN NOTARIAL SEAL THIS 16 DAY OF

December, 2024.

MY COMMISSION EXPIRES: 3/2/2026

Tami Carr
Tami Carr

Jani Carr
A RESIDENT OF COOK COUNTY, ILLINOIS



DULY ENTERED FOR TAXATION

JAN 09 2025

Shirley ...
Auditor Monroe County, Indiana

PLAT COMMITTEE

UNDER THE AUTHORITY OF INDIANA CODE 36-7-4.700 SERIES, ENACTED BY GENERAL ASSEMBLY OF THE STATE OF INDIANA AND ORDINANCES ADOPTED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF BLOOMINGTON AS FOLLOWS:

PURSUANT TO BLOOMINGTON MUNICIPAL CODE 20.05.060(c)(3)(c)(i)(1), APPROVAL AUTHORITY WAS DELEGATED TO THE PLANNING AND TRANSPORTATION DEPARTMENT BY THE BY THE PLAT COMMITTEE HELD AT ITS HEARING ON MAY 13, 2024.

THE PLANNING AND TRANSPORTATION DEPARTMENT APPROVED THIS SECONDARY PLAT, ON

September 11, 2024

D. H.
DIRECTOR OF PLANNING AND TRANSPORTATION

LEGAL DESCRIPTION

THE FOLLOWING REPRESENTS A LEGAL DESCRIPTION OF INLOTS 293, 294, 295, 296, 297 AND 298 TO THE CITY OF BLOOMINGTON, INDIANA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEING A PART OF INLOTS, 293, 294, 295, 296, 297, AND 298, TO THE CITY OF BLOOMINGTON, INDIANA AS FOUND IN PLAT BOOK A, PAGE 5, IN THE OFFICE OF THE RECORDER OF MONROE COUNTY, INDIANA, AND BEGINNING AT THE SOUTHWEST CORNER OF INLOT 296 TO SAID CITY; THENCE RUNNING NORTH 00 DEGREES 21 MINUTES 09 SECONDS EAST (ASSUMED BEARING) 276.73 FEET TO A POINT SET ON THE SOUTH RIGHT-OF-WAY LINE OF EIGHTH STREET AND TO THE NORTHWEST CORNER OF INLOT 293; THENCE ON AND ALONG SAID RIGHT-OF-WAY AND ALONG THE NORTH LINE OF INLOT 293, NORTH 89 DEGREES 42 MINUTES 31 SECONDS EAST 109.94 FEET AND TO THE WEST RIGHT-OF-WAY OF THE CSX RAILROAD; THENCE RUNNING ON AND ALONG THE WEST RIGHT-OF-WAY OF THE CSX RAILROAD SOUTH 25 DEGREES 07 MINUTES 12 SECONDS EAST 305.46 FEET TO A POINT SET ON THE NORTH RIGHT-OF-WAY OF SEVENTH STREET; THENCE SOUTH 89 DEGREES 49 MINUTES 51 SECONDS WEST ON AND ALONG THE NORTH RIGHT-OF-WAY OF SEVENTH STREET AND ACROSS WHAT WAS FORMERLY KNOWN AS MADISON STREET, 241.32 FEET AND TO THE POINT OF BEGINNING, CONTAINING 1.12 ACRES, MORE OR LESS.

ALSO, A TRACT OF REAL ESTATE, FORMERLY PART OF A PUBLIC STREET, VACATED BY CITY OF BLOOMINGTON ORDINANCE 93-51 DATED NOVEMBER 18, 1993, AND RECORDED IN THE OFFICE OF THE RECORDER OF MONROE COUNTY, INDIANA, ON NOVEMBER 22, 1993, IN MISCELLANEOUS RECORD 223, AT PAGE 281, BEING A PART OF THE 7TH STREET RIGHT-OF-WAY TO THE CITY OF BLOOMINGTON, INDIANA, AS FOUND IN PLAT BOOK A, PAGE 5, IN THE OFFICE OF THE RECORDER OF MONROE COUNTY, INDIANA, COMMENCING AT THE SOUTHWEST CORNER OF INLOT 296 TO SAID CITY; THENCE NORTH 89 DEGREES 49 MINUTES 51 SECONDS EAST 71.50 FEET ALONG THE NORTH RIGHT-OF-WAY OF 7TH STREET TO THE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 00 DEGREES 10 MINUTES 09 SECONDS EAST 3.04 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 08 SECONDS EAST 136.50 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 09 SECONDS WEST 4.51 FEET TO THE NORTH RIGHT-OF-WAY OF 7TH STREET; THENCE ALONG SAID RIGHT-OF-WAY SOUTH 89 DEGREES 49 MINUTES 51 SECONDS WEST 136.50 FEET TO THE POINT OF BEGINNING, CONTAINING .012 ACRE, MORE OR LESS.

ALSO, A TRACT OF REAL ESTATE, FORMERLY PART OF A PUBLIC ALLEY, VACATED BY CITY OF BLOOMINGTON ORDINANCE 93-51 DATED NOVEMBER 18, 1993, AND RECORDED IN THE OFFICE OF THE RECORDER OF MONROE COUNTY, INDIANA, ON NOVEMBER 22, 1993, IN MISCELLANEOUS RECORD 223, AT PAGE 281, BEING A PART OF A PUBLIC ALLEY IN THE CITY OF BLOOMINGTON, INDIANA, AS FOUND IN PLAT BOOK A, PAGE 5, IN THE OFFICE OF THE RECORDER OF MONROE COUNTY, INDIANA, COMMENCING AT THE NORTHWEST CORNER OF INLOT 293 TO SAID CITY; THENCE SOUTH 00 DEGREES 21 MINUTES 09 SECONDS WEST 2.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 21 MINUTES 09 SECONDS WEST 74.74 FEET; THENCE NORTH 01 DEGREE 33 MINUTES 00 SECONDS WEST 74.75 FEET; THENCE NORTH 89 DEGREES 32 MINUTES 41 SECONDS WEST 1.56 FEET TO THE POINT OF BEGINNING, CONTAINING .001 ACRE, MORE OR LESS.

SURVEYOR'S CERTIFICATE

THIS SURVEY WAS PERFORMED UNDER THE DIRECTION OF THE UNDERSIGNED, AND TO THE BEST OF THIS SURVEYOR'S KNOWLEDGE AND BELIEF WAS EXECUTED ACCORDING TO SURVEY REQUIREMENTS IN 865 IAC 1.12 FOR THE STATE OF INDIANA.

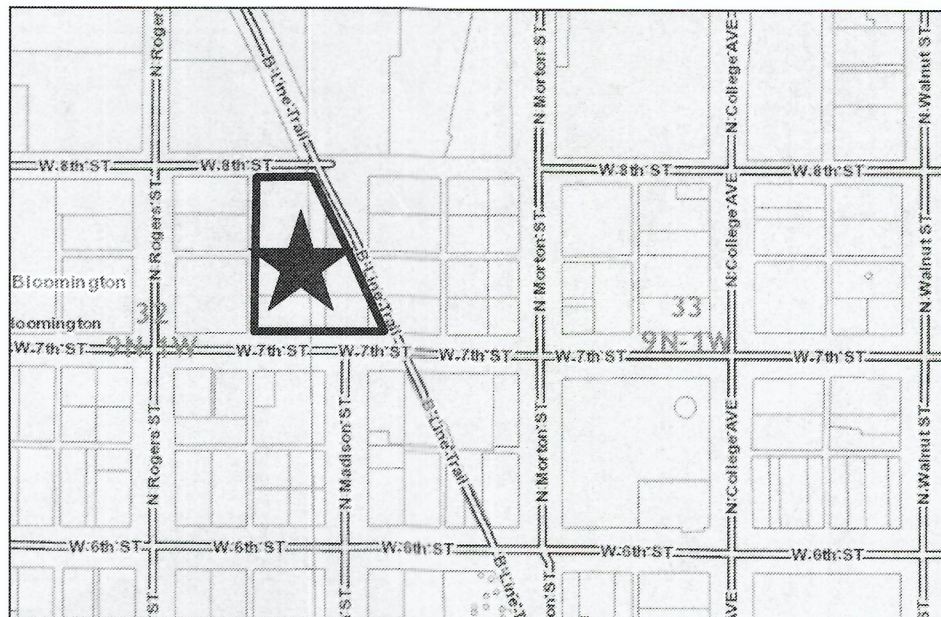
DATED NOVEMBER 27, 2024

Scott P. Pardue
No. LS22300016

SCOTT P. PARDUE
REGISTERED LAND SURVEYOR NO. 22300016
STATE OF INDIANA



I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW. (SCOTT PARDUE)

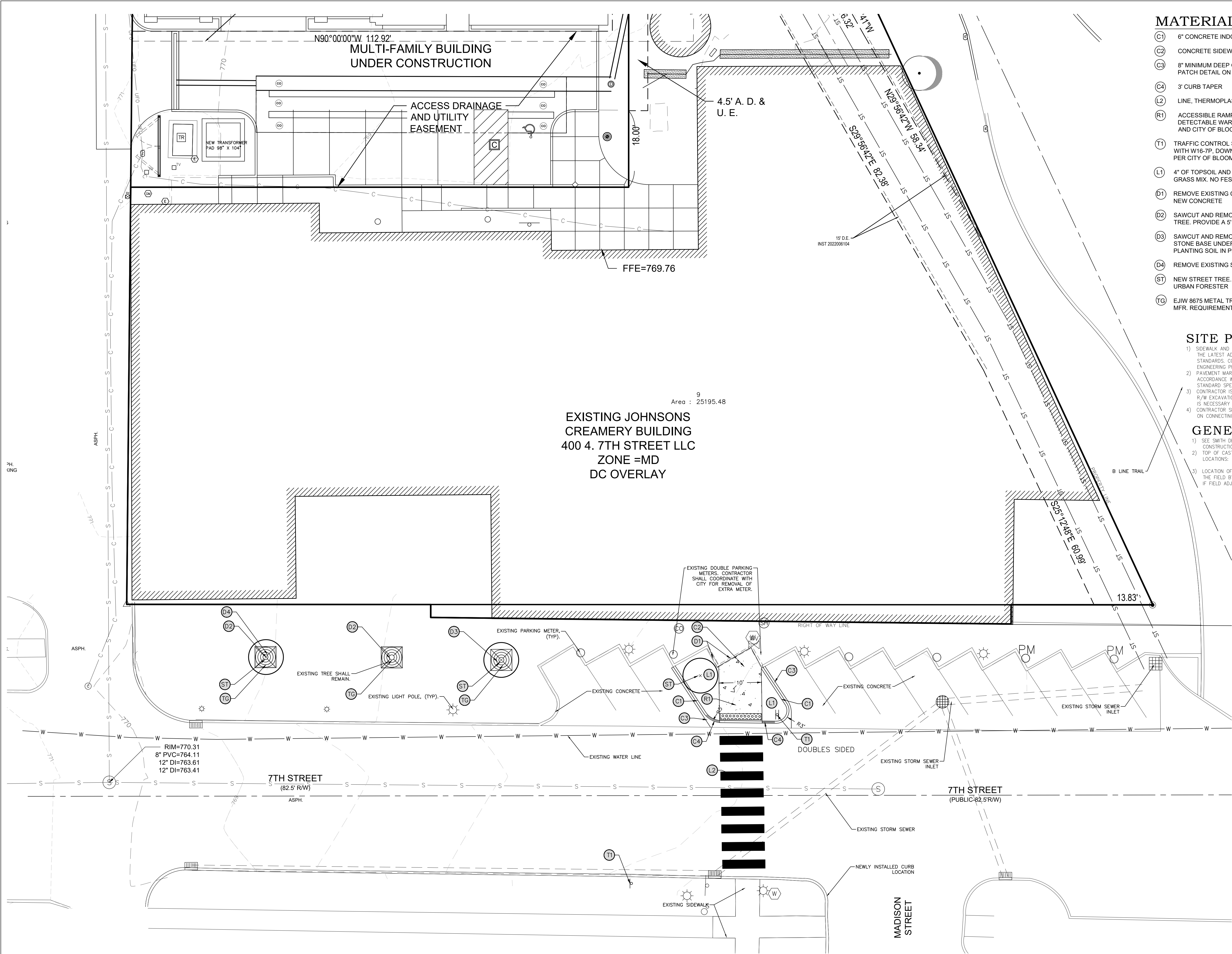


LOCATION MAP

★ PROJECT LOCATION



CIVIL ENGINEERING • LAND SURVEYING
1467 W Arlington Rd Bloomington, IN 47404
(812) 336-6536 • smithdgc.com
Job: 6028 DATE: 11/27/2024



MATERIALS LEGEND

- (C1) 6" CONCRETE INDOT VERTICAL STANDING CURB
- (C2) CONCRETE SIDEWALK
- (C3) 8" MINIMUM DEEP CONCRETE PATCH AS REQUIRED. SEE PATCH DETAIL ON SHEET 2.
- (C4) 3" CURB TAPER
- (L2) LINE, THERMOPLASTIC, SOLID, WHITE, 24", CROSSWALK
- (R1) ACCESSIBLE RAMP, PERPENDICULAR WITH CAST IRON DETECTABLE WARNING ELEMENTS PER INDOT REQUIREMENTS AND CITY OF BLOOMINGTON APPROVED MATERIALS
- (T1) TRAFFIC CONTROL SIGN, W11-15, CROSSWALK SIGN 30" X 30" WITH W16-7P, DOWNWARD ARROW, 24" X 12" WITH TYPE I POST PER CITY OF BLOOMINGTON REQUIREMENTS.
- (L1) 4" OF TOPSOIL AND LAWN. LAWN SHALL BE KENTUCKY BLUE GRASS MIX. NO FESCUE PERMITTED.
- (D1) REMOVE EXISTING CONCRETE CURB AND PAVEMENT FOR NEW CONCRETE
- (D2) SAWCUT AND REMOVE EXISTING CONCRETE CURB AROUND TREE. PROVIDE A 5' X 5' FLUSH PLANTER AREA.
- (D3) SAWCUT AND REMOVE EXISTING 5' BY 5' SIDEWALK AND STONE BASE UNDERNEATH. INSTALL 18" MINIMUM OF PLANTING SOIL IN PLANTER AND NEW TREE.
- (D4) REMOVE EXISTING STREET TREE.
- (ST) NEW STREET TREE. SPECIES TO BE SELECTED BY CITY URBAN FORESTER
- (TG) EJIW 8675 METAL TREE GRATE WITH FRAME. INSTALL PER MFR. REQUIREMENTS

SITE PLAN NOTES

- 1) SIDEWALK AND SIDEWALK RAMPS SHALL BE IN ACCORDANCE WITH THE LATEST ADA, CITY OF BLOOMINGTON REQUIREMENTS, AND INDOT STANDARDS. CONTRACTOR SHALL COORDINATE WORK WITH CITY ENGINEERING PRIOR TO COMMENCEMENT.
- 2) PAVEMENT MARKINGS, IF SHOWN, SHALL BE APPLIED IN ACCORDANCE WITH SECTION 808 & 912.14 OF THE 2014 INDOT STANDARD SPECIFICATIONS AND AS SHOWN ON THE PLANS.
- 3) CONTRACTOR IS RESPONSIBLE FOR OBTAINING A CITY R/W EXCAVATION PERMIT IF WORK WITHIN THE PUBLIC R/W IS NECESSARY FOR THE PROJECT COMPLETION.
- 4) CONTRACTOR SHALL REMOVE ALL EXISTING "DEAD END" SIGNS ON CONNECTING STREETS WHEN THEY ARE COMPLETED.

GENERAL NOTES

- 1) SEE SMITH DESIGN GROUP 2014 STANDARD SPECIFICATIONS FOR CONSTRUCTION REQUIREMENTS.
- 2) TOP OF CASTING ELEVATIONS ARE GIVEN IN THE FOLLOWING LOCATIONS: A) MANHOLES: RIM ELEVATION B) INLETS: GUTTER ELEVATION
- 3) LOCATION OF EXISTING UTILITIES ARE TO BE VERIFIED IN THE FIELD BY THE CONTRACTOR. PLEASE NOTIFY ENGINEER IF FIELD ADJUSTMENTS ARE NECESSARY.



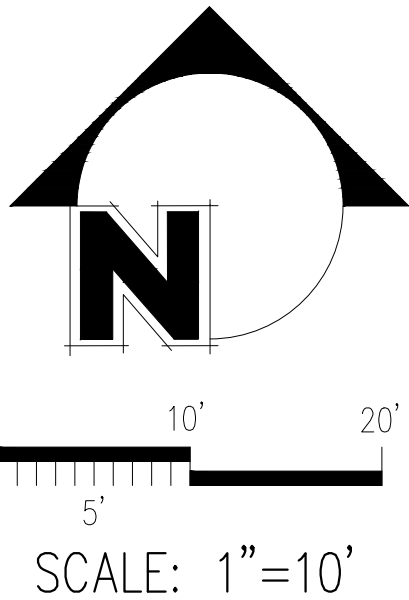
06/28/2024

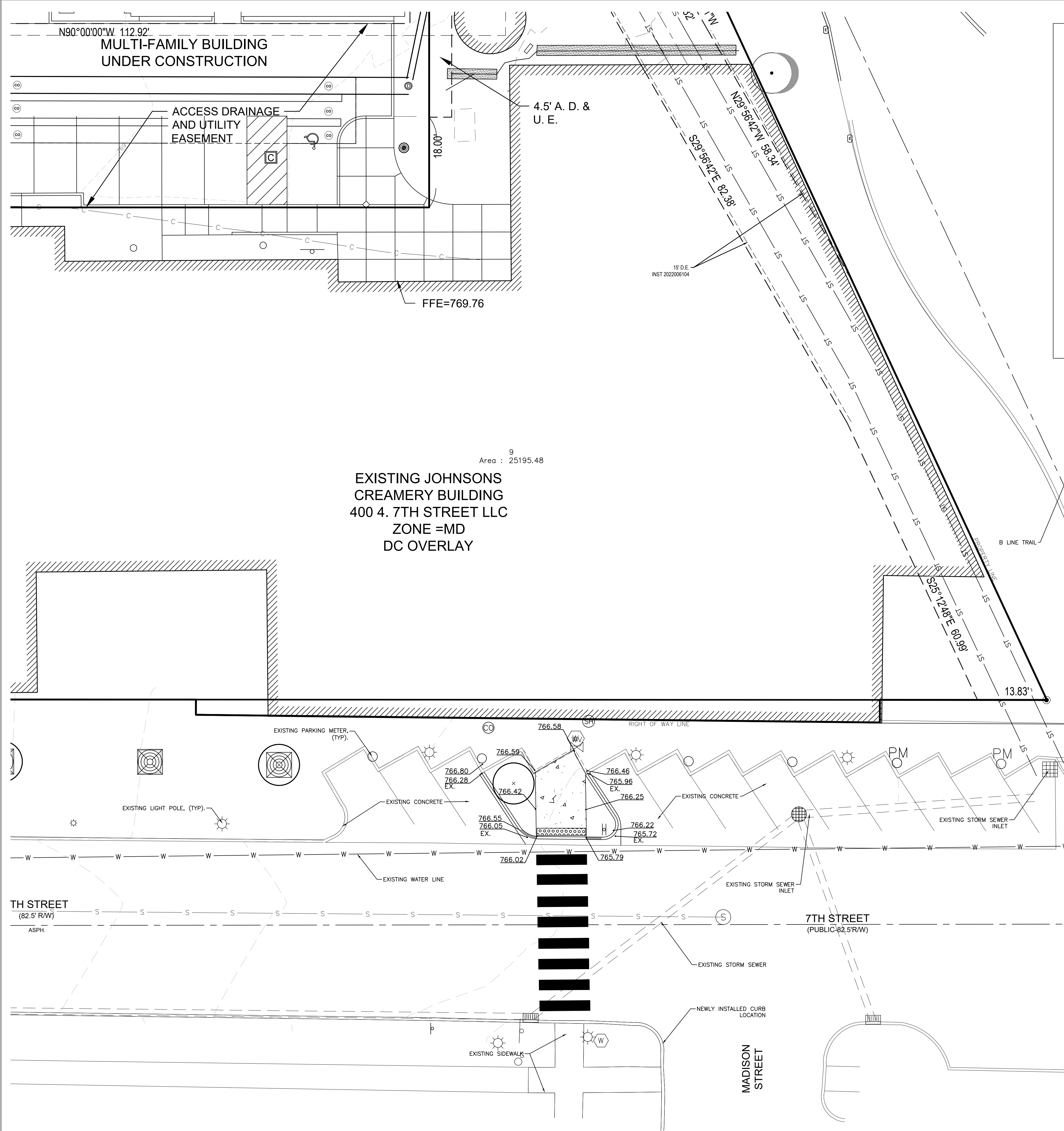
JOHNSONS CREAMERY
BUILDING 7TH STREET
IMPROVEMENTS
400 W. 7TH STREET

REVISIONS	BY	DATE

DESIGNED	DRAWN	CHECKED	DATE
DK	DK	DK	

JOB NUMBER 6028
SHEET 1 OF 2
DATE 06/28/2024
7TH STREET IMPROVEMENTS SITE PLAN





NOTES:

1. Where insufficient width between the curb and back of sidewalk prevent a standard perpendicular curb ramp running slope, a sidewalk transition may be used to lower the sidewalk grade. The sidewalk transition running slope shall not exceed 0.33%. See Standard Drawing Series E 604-SWK for sidewalk details.

2. The turning space shall have a minimum clear dimension of 4 ft x 4 ft and a running slope of 2.00% maximum. Where the turning space is constrained at the back of the sidewalk, the minimum clear dimension shall be 4 ft x 5 ft, with the 5-ft dimension in the direction of the ramp running slope.

LEGEND:

- Buffer or Other Non-Walkable Surface
- Ramp
- Detectable Warning Surface
- Turning Space
- Clear Space

INDIANA DEPARTMENT OF TRANSPORTATION

PERPENDICULAR CURB RAMP TYPICAL PLACEMENT

SEPTEMBER 2018

STANDARD DRAWING NO. E 604-SWK-02

/s/ Elizabeth W. Phillips 03/29/18
DESIGN STANDARDS ENGINEER DATE

/s/ John LaFol 04/25/18
CHIEF ENGINEER DATE

PLAN VIEW-CONCRETE PATCH

SECTION A-A
(Where Existing Subbase is not removed)

SECTION A-A
(Where Existing Subbase must be removed)

PLAN VIEW-CONCRETE PATCH

SECTION B-B

NOTES:

- SAW CUTS AND JOINT SEAL SHALL BE OMITTED IF PCPP IS TO BE OVERLAID.
- MINIMUM OF 1'-6" HORIZONTAL DISTANCE BETWEEN RETROFITTED TIE BAR AND THE NEAREST D-1 CONTRACTION JOINT WITHIN THE PATCH OR THE END OF THE PATCH.
- RETROFITTED TIE BARS ARE NOT TO BE PLACED LESS THAN 1'-6" FROM ANY TRANSVERSE JOINT OR RANDOM CRACK IN AN ADJACENT PCPP LANE OR PCPP SHOULDER.
- SEE STANDARD DRAWING SC-6 FOR JOINT SEAL DETAIL.
- REMOVE AND REPLACE CONCRETE TO NEAREST JOINTS.
- ALLOW ADEQUATE CURE TIME BEFORE PERMITTING TRAFFIC ON CONCRETE.
- CONTRACTOR SHALL FOLLOW ALL MUTCD GUIDELINES.

CITY OF BLOOMINGTON

CONCRETE PAVEMENT PATCH DETAILS

STANDARD DRAWING NO. SC-3

/s/ Andrew Scott 8/24/2018
REGISTERED No. 11500386
STATE OF INDIANA
PROFESSIONAL ENGINEER DATE

CONCRETE WALK

NO SCALE

STANDING CONCRETE CURB DETAIL

NO SCALE

SMITH DESIGN GROUP

CIVIL ENGINEERING - LAND SURVEYING
1487 W. Arlington Road, Bloomington, IN 47404
(812) 336-4538 · smithdgroup.com

REGISTERED PROFESSIONAL ENGINEER

NO. PE 1600307
STATE OF INDIANA

Kathleen Sten

06/28/2024

JOHNSONS CREAMERY BUILDING 7TH STREET IMPROVEMENTS

400 W. 7TH STREET

BY DATE

REVISIONS

DESIGNED DK
DRAFTED DK
CHECKED DK
DATE

JOB NUMBER
6028

SHEET
2 OF 2

DATE
06/28/2024

7TH STREET IMPROVEMENTS GRADING PLAN

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Board of Public Works Staff Report

Project/Event:	Award Contract to RLH Sealcoating, Inc – Crack Sealing Project
Petitioner/Representative:	Street Department
Staff Representative:	Joe Van Deventer
Meeting Date:	January 28, 2025

This project shall include all necessary labor, materials, and equipment for crack sealing 7.61 miles of roadways. This project is aimed at extending the lifespan of our roadways by sealing cracks that have developed over time. This process helps to prevent water infiltration, which can cause further damage and deterioration of the pavement.

Quotes were received and RLH Sealcoating, Inc. was determined the lowest responsive and reasonable bidder with action recommended for Crack Sealing Project.

RLH Sealcoating, Inc. \$ 51,367.50
Lentz Paving, LLC \$ 51,780.00
Wallace Construction, Inc. \$ 52,223.63
Bloomington Seal Coating – Withdrew Quote



CONTRACT COVER MEMORANDUM

TO: Legal Department
FROM: Joe VanDeventer, PW/Street Division
DATE: January 28, 2025
RE: Contract with RLH Sealcoating, Inc. – Crack Seal Project

Contract Recipient/Vendor Name:	RLH Sealcoating, Inc.
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Danna Stephens
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>	25-075
Due Date For Signature:	1/28/2025
Expiration Date of Contract:	06/30/2025
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	\$51,367.50
Funding Source:	2203-20-200000-54510
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 project shall include all necessary labor, materials, and equipment for crack sealing 7.61 miles of roadways. This project is aimed at extending the lifespan of our roadways by sealing cracks that have developed over time. This process helps to prevent water infiltration, which can cause further damage and deterioration of the pavement.

Quotes were received and RLH Sealcoating, Inc. was determined the lowest responsive and reasonable bidder with action recommended for Crack Sealing Project.

RLH Sealcoating, Inc. \$ 51,367.50
Lentz Paving, LLC \$ 51,780.00
Wallace Construction, Inc. \$ 52,223.63
Bloomington Seal Coating – Withdrew Quote

City of Bloomington Contract and Purchase Justification Form

Vendor: RLH Sealcoating, Inc.

Contract Amount: \$ 51,367.50

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

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

	Yes	No	
# of Submittals: 4	Yes	No	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;"><input type="checkbox"/> Yes <input type="checkbox"/> No</div> <p>Four quotes were received December 24, 2024 with one withdrawing.</p>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Was an evaluation team used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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

This project shall include all necessary labor, materials, and equipment for crack sealing 7.61 miles of roadways. This project is aimed at extending the lifespan of our roadways by sealing cracks that have developed over time. This process helps to prevent water infiltration, which can cause further damage and deterioration of the pavement.

Quotes were received and RLH Sealcoating, Inc. was determined the lowest responsive and reasonable bidder with action recommended for Crack Sealing Project.

RLH Sealcoating, Inc. \$ 51,367.50
 Lentz Paving, LLC \$ 51,780.00
 Wallace Construction, Inc. \$ 52,223.63

 Joe VanDeventer

Print/Type Name

 Director of Operations

Print/Type Title

 PW/Street Division

Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS/STREET DIVISION

AND

RLH SEALCOATING, INC.

FOR

CRACK SEAL PROJECTS

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works/Street Division through the Board of Public Works (hereinafter CITY), and RLH SEALCOATING, INC., (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for this project shall include, but is not limited to, cost to provide the labor, equipment, materials, maintenance of traffic, and blow and prep area for crack seal projects.

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 one hundred and fifty (150) 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 (LUMP SUM) \$51,367.50 (Fifty-one Thousand Three Hundred Sixty-Seven Dollars and Fifty Cents) for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

3.06 **Engineer** The City Engineer or Director of Street Operations 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.

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	RLH Sealcoating, Inc.
Attn: Joe VanDeventer	Attn: Jake Thacker
P.O. Box 100 Suite 130	5306 State Road 39
Bloomington, Indiana 47404	Martinsville, IN 46151

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:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

Margie Rice, Corporation Counsel

BY:

Contractor Representative

Printed Name

Title of Contractor Representative

ATTACHMENT 'A'

"SCOPE OF WORK"

CRACK SEAL PROJECTS

This project shall include, but is not limited to, the cost to provide the labor, equipment, materials, maintenance of traffic, and blow and prep area for crack seal projects.

Crack Seal 7.61 miles

Eastern Heights Addition – All

Grandview Addition – All

Tamarron Addition – All

E Kirkwood Ave – N Indiana Ave to N Walnut St

E 7th St – N Morton St to N Woodlawn Ave

E 2nd St – S High St to S Swain Ave

N Rogers St – W 4th St to W 11th St

S Henderson St - E Winslow Rd to S Walnut Street Pk

S Walnut St Pike – S Henderson St to E Allendale Dr

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 #: _____



Board of Public Works Staff Report

Project/Event:	Renewal #2 Agreement for Pavement Marking Contract to CE Hughes Milling Inc. DBA The AirMarking Co.
Petitioner/Representative:	Street Department
Staff Representative:	Joe Van Deventer
Meeting Date:	January 28, 2025

Bids were opened at the March 13, 2023 Board of Public Works session. CE Hughes Milling, Inc. DBA The AirMarking Co. was determined the most responsible and responsive with action recommended for the 2023 Pavement Marking Contract.

This Renewal #2 supplements the pavement markings contract for 2025 as agreed by both City and CE Hughes Milling Co DBA The AirMarking Co.

☒ **CE Hughes Milling, Inc. DBA The Airmarking Co. \$ 179,440.00**



CONTRACT COVER MEMORANDUM

TO: Legal Department
FROM: PW/Street Division
DATE: January 28, 2025
RE: Renewal #2 Agreement Pavemen

Contract Recipient/Vendor Name:	CE Hughes Milling, Inc. DBA The AirMarking Co.
Department Head Initials of Approval:	Adam Wason
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Danna Stephens
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>	25-076
Due Date For Signature:	1/28/2025
Expiration Date of Contract:	12/31/2025
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$ 179,440.00
Funding Source:	CCD 4402-02-020000-54510
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	<input checked="" type="radio"/> Yes <input type="radio"/> NA
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	<input checked="" type="radio"/> Yes <input type="radio"/> NA
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No

Summary of Contract:

Bids were opened at the March 13, 2023 Board of Public Works session. CE Hughes Milling, Inc. DBA The AirMarking Co. was determined the most responsible and responsive with action recommended for the 2023 Pavement Marking Contract.

This Renewal #2 supplements the pavement markings contract for 2025 as agreed by both City and CE Hughes Milling Co DBA The AirMarking Co.

City of Bloomington Contract and Purchase Justification Form

Vendor: CE Hughes Milling Inc DBA The

Contract Amount: \$ 179,440.00

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: 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.)

☐☐

Bids were opened March 13, 2023 BPW work session. CE Hughes Milling, Inc. DBA The AirMarking Co. was determined the most responsible and responsive with action to award.

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

Bids were opened March 13, 2023 BPW work session. CE Hughes Milling, Inc. DBA The AirMarking Co. was determined the most responsible and responsive with action recommended for the 2023 Pavement Marking Contract.

This Renewal #2 supplements the pavement markings contract for 2025 as agreed by both City and CE Hughes Milling Co DBA The AirMarking Co.

Joe VanDeventer

Print/Type Name

Director of Street Operations

Print/Type Title

PW/Stree Division

Department



CE Hughes Milling, Inc. DBA
The Airmarking Company
1544 NORTH STATE ROAD 25 * ROCHESTER, INDIANA 46975 * TELEPHONE (574) 223-5817

November 20, 2024

Mr. Freddy Love
City of Bloomington
Board of Public Works
401 N. Morton St., Ste. 130
Bloomington, IN 47404

Re: 2023 Pavement Marking Contract

Dear Mr. Love,

Per the 2023 pavement marking contract, we would like to extend our prices for another year. If you have any questions, please contact me at 574-223-5817, or nick@airmarking.com.

Thank you,

A handwritten signature in blue ink, appearing to read 'Nick Relias', is written over the printed name.

Nick Relias
Operations Manager

**RENEWAL #2 TO AGREEMENT
FOR PAVEMENT MARKING CONTRACT**

**Between the
CITY OF BLOOMINGTON**

And

CE Hughes Milling, Inc. DBA The AirMarking Co.

In March of 2023, the Board of Public Works approved the 2023 Agreement with CE Hughes Milling, Inc. DBA The AirMarking Co. for Pavement Markings, as the lowest responsive and responsible bidder. This Renewal #2 supplements that Agreement for installation of pavement markings with CE Hughes Milling, Inc. DBA The AirMarking Co. as follows:

1. **Article 2 Services.** states the agreement maybe renewed for two times for additional one-year terms, provided the Contractor gives written notice to the City on or before December 31, 2024, and December 31, 2025, respectively, of its intent to renew this Agreement, and both the City and Contractor agree to one-year renewal of the Agreement.
2. CE Hughes Milling, Inc. DBA The AirMarking Co. provided notice to the City on November 20, 2024 of its wish to renew this Agreement.
3. The City also wishes to renew this Agreement for 2025 Pavement Marking Services.
4. In all other respects, the Agreement shall remain in effect as originally written.

CITY OF BLOOMINGTON

CE Hughes Milling, Inc. DBA The AirMarking Co.

By: _____
Kyla Cox Deckard, President
Board of Public Works

By: _____

Date: _____

Date: _____

By: _____
Adam Wason, Director
Public Works Department

Date: _____

By: _____
Margie Rice, Corporation Counsel



Board of Public Works Staff Report

Project/Event: 4th Street Parking Garage Skywalk Heat Repair
Petitioner/Representative: Public Works Parking Services
Staff Representative: Jess Goodman
Date: 1/16/2025

Report: The 4th st Skywalk is in need of a secondary heating unit. The current heating unit we have cannot keep up with the low temperatures. Do to all the windows and size of unit the backup heat is necessary.

The secondary heat will kick on when the thermostat is under the temp it is set on. This will take the load off of the current unit we have so it will last longer and not run 100% all the time.

Scope:

Inclusions:

- Cut existing duct to house new electric heat bank.
 - Furnish and install one (1) 20kW electric duct heater.
 - Furnish and install one (1) LG PRARH1 Auxiliary Heater Relay Kit.
 - Furnish and install all necessary control wiring between new duct heater and auxiliary heater relay kit.
 - Connect wiring harness from auxiliary heater relay kit to existing indoor unit.
 - Furnish and install all necessary electrical wiring, conduit, and breaker from existing breaker panel to new electric duct heater.
 - Startup and verify operation.
-

Recommendation and Supporting Justification: Cost = \$20,550.00

Recommend ☒ **Approval** ☐ **Denial by:** *Jess Goodman*



CONTRACT COVER MEMORANDUM

TO: Adam Wason
FROM: Jess Goodman
DATE: 1.16.2025
RE: 4th St. Garage Skywalk Heat Repair

Contract Recipient/Vendor Name:	HFI
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Jess Goodman
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>	25-072
Due Date For Signature:	1.28.2025
Expiration Date of Contract:	03.31.2025
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$20,550.00
Funding Source:	101.26.260000.54510 (CRED)
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Jess Goodman
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Jess Goodman
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Jess Goodman

Summary of Contract:

The 4th St garage skywalk is in need of a secondary heating unit. The current heating unit we have cannot keep up with the low temperatures. Do to all the windows and size of unit the backup heat is necessary.

The secondary heat will kick on when the thermostat is under the temp it is set on. This will take the load off of the current unit we have so it will last longer and not run 100% all the time.

Scope:

Inclusions:

- Cut existing duct to house new electric heat bank.
- Furnish and install one (1) 20kW electric duct heater.
- Furnish and install one (1) LG PRARH1 Auxiliary Heater Relay Kit.
- Furnish and install all necessary control wiring between new duct heater and auxiliary heater relay kit.
- Connect wiring harness from auxiliary heater relay kit to existing indoor unit.
- Furnish and install all necessary electrical wiring, conduit, and breaker from existing breaker panel to new electric duct heater.

- Startup and verify operation.

City of Bloomington Contract and Purchase Justification Form

Vendor: HFI

Contract Amount: \$20,550.00

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

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

	Yes	No		Yes	No
# of Submittals: 2			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:

Hfi was chosen for this project since they were the lowest bid and met all the criteria in the scope of work.

Jess Goodman

Print/Type Name

Parking Garage Manager

Print/Type Title

PW-Parking Services Division

Department

**AGREEMENT BETWEEN THE CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
HARRELL FISH, INC.**

This Agreement, by and between the City of Bloomington, Department of Public Works (the “Department”) and Harrell Fish, Inc. (“Contractor”) is effective upon execution by both parties.

Article 1. Scope of Services Contractor shall perform repairs to the 4th street garage skywalk of the following type: cut existing duct to house and add electric heat bank, install 1 20kw electric duct heater, install one LG auxiliary heater relay kit, install control wiring between duct heater and auxiliary heater relay kit, connect wiring harness, install all electrical wiring, conduit, and breaker from existing breaker panel. 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 March 31, 2025, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. 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 Jess Goodman, Parking Garage Manager, 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 Twenty Thousand Five Hundred Fifty Dollars (\$20,550.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. Invoices shall be sent via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404. 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: Contractor shall complete the Services required under this Agreement on or before March 31, 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 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").

Contractor further agrees to indemnify, defend, and hold harmless the City from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its employees, contractors, or agents. This indemnity shall apply regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent.

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.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, Department, and the officers, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

Contractor shall provide a Certificate of Insurance showing each insurance policy to the Department prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

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 2.23.110 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 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: Jess Goodman, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: HFI, 2010 Fountain Drive, P.O. Box 1998, Bloomington, IN 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 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. 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. Currently, 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 the covered employer's contribution to health insurance available to the covered employee.

Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit C; 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

HFI, Harrell-Fish Incorporated

Margie Rice, Corporation Counsel

Aaron Wagoner, Account Manager

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, 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_____.

HFI, Harrell-Fish Incorporated

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 _____, 2025.

Notary Public Printed Name

Notary Public's Signature

My Commission Expires: _____

County of Residence: _____

My Commission #: _____

EXHIBIT "C"

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

4th St. Garage Skywalk HVAC Contract

Contractor Bid List

Contractor	Email	Phone Number
Sierra Heating	lmason@sierramechservices.com	812.606.9585
HFI	awagoner@harrell-fish.com	812.361.7620
Commercial Services		812.339.9114

Date of Contact	Date of Walk Through	Bid Amount	Notes
9/1/2024	9/18/2024	\$34,500.00	
12/3/2024	12/10/2024	\$20,550.00	
9/1/2024	Declined		Declined a walk through

gh on this project



December 20, 2024

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

Attn: Jess Goodman

Re: 4th Street Parking Garage Sewer Heat

Harrell-Fish, Inc. proposes the following scope of work

Inclusions:

- ☐ Cut existing duct to house new electric heat panel
- ☐ Furnish and install one (1) 20" electric duct heater
- ☐ Furnish and install one (1) LGP 1" auxiliary heater relay
- ☐ Furnish and install all necessary control wiring between new duct heater and auxiliary heater relay
- ☐ Connect wiring harness from auxiliary heater relay to existing indoor unit
- ☐ Furnish and install all necessary electrical wiring, conduit, and breaker from existing breaker panel to new electric duct heater
- ☐ Start-up and verification

Exclusions:

- ☐ Owner beyond the scope of work listed above
- ☐ Overtime/Shift work
- ☐ Sales tax

Total Project Investment – \$20,550.00

Client Acceptance Date

Due to increased volatility in the cost of raw materials, if the price of material significantly increases, this quote may be adjusted proportionately. Change for the contract to submit this proposal. Please contact me with any questions.

Sincerely,

Aaron Wagoner
Account Manager
awagoner@harrellfish.com
812-304-081

This proposal is subject to the accompanying HFI Standard Terms and Conditions

2010 Fountain Drive, P.O. Box 1998, Bloomington, IN 47402
812-339-2579 www.harrell-fish.com





Mechanical & Building Solutions

HFI Standard Terms and Conditions

- 1 ☐ This proposal shall be considered withdrawn if not accepted within thirty (30) days.
- 2 ☐ We shall provide only trained and qualified technicians employed and/or subcontracted and supervised by us.
- 3 All labor is to be performed during HFI's regular working hours, unless noted in this proposal.
- 4 Until final payment is made, we will retain the title to all materials and equipment it installs.
- 5 Unless stated otherwise in this proposal, payment is due in full upon completion of work on account not fully paid with thirty (30) days of completion or due date shall bear interest at the rate of 2% per month.
- 6 In the event Client's account is referred to attorneys for collection, Client shall pay reasonable attorney fees, court costs and other collection costs.
- 7 Client shall carry fire, extended coverage and all other necessary insurance for its premises.
- 8 Client hereby assumes the risk of loss or damage to the equipment installed on premises from any cause whatsoever after the equipment is installed.
- 9 Employer/attorney will be liable to complete the work on the date(s) specified, not because we have no control over equipment availability and delivery, all completion dates are estimates only.
- 10 We shall not be liable for damage, injury, illness, loss or delays resulting from asbestos, fire, explosion, flooding, the elements, labor troubles, old or old related situations, or any other cause beyond our control.
- 11 We shall not be liable for injuries to persons or damage to property except those directly caused by negligent acts of omissions or HFI's employees. This term shall be subject to paragraph 15 below.
- 12 We shall not be responsible for any damages incurred due to inability of the building structure to perform support the installed equipment, or for expense incurred in repairing, replacing or refinishing part of the building structure necessary for the performance of any service or installation, unless otherwise noted in this proposal.
- 13 We shall not be liable for any present or future taxes, charges or other governmental fees, or any items of equipment, labor or special tests required or recommended by insurance companies, equipment vendors or governmental authorities.
- 14 We nor its employees or agents are experts in the identification of hazardous substances or materials. Therefore, Client agrees that we shall not be liable for the identification, detection, abatement, encapsulation, storage, removal or transportation of old, old life substances, or any regulated or hazardous substances regulated or hazardous substances which include, but are not limited to asbestos, certain refrigerants and refrigerant oils. If any such substances or materials are encountered during the course of work, we shall stop work until all such substances or materials have been removed and/or an hazard or liability is eliminated. We shall be granted an extension of time to complete performance equal to the delay, and we reserves the right to be compensated for any loss due to a delay.
- 15 Client agrees that, notwithstanding any other term or condition, we shall not be liable for any property damage or loss (whether direct or indirect), personal injury or illness, or death caused by the presence of old or similar substances in, around, or emanating from any of the materials or equipment supplied, installed, serviced, or repaired by us.
- 16 This agreement contains the entire understanding between us and the Client and any modifications, amendments or changes must be in writing and signed by both parties.
- 17 Client is hereby notified of the existence of certain lien rights pursuant to Indiana Code 32-28-3 et. seq. Client's signature shall constitute acknowledgement and receipt of this notice of HFI's lien rights.
- 18 We shall provide a one (1) year limited labor warranty on new equipment installations.
- 19 The manufacturer provides a limited warranty on the equipment for one year. Such warranty is typically a one (1) year limited parts warranty on new equipment installations and five (5) years on compressors.
- 20 Regular, recommended maintenance must be provided by a qualified provider and documented in writing or all warranties are void.
- 21 For residential work, and unless otherwise negotiated, payment terms are approved check or cash with 50% of contract amount due upon contract signing so we can order the equipment. The remaining 50% of contract amount is due upon job completion. Our installer will collect our final payment before he leaves the job site. All payments by credit card are subject to a 3% fee.
- 22 For non-residential work, and unless otherwise negotiated, payment is due upon receipt of invoice. Payments are approved check or cash. All payments by credit card are subject to a 3% fee.
- 23 Any alteration or deviation from the attached written specifications incurring extra costs will be executed only upon written orders and will incur an extra charge order and approve this agreement.
- 24 We does not provide tax advice. It is the responsibility of the customer to verify all tax credits, deductions and energy rates.

2010 Fountain Drive, P.O. Box 1998, Bloomington, IN 47402

812-339-2579 www.harrell-fish.com





11926 E Carmichael Road
Bloomfield, IN 47424
+18126069585
lmason@sierramechservices.com

Estimate

ADDRESS

Jessica Goodman
City of Bloomington 4th St
Parking Garage
401 N. Morton St.
Bloomington, IN 47404
United States

ESTIMATE # 1063

DATE 09/18/2024

DESCRIPTION

QTY

AMOUNT

4th Street Parking Garage Bridge Electric
Heat Addition:

34,500.00

CBK20 DUCT HEATER 208/1PH
LG PRARH1 AUX HEAT KIT

Heat Kit Sized for Bridge Square Footage
and Window Load Loss. Heat Kit to
Intergrate with LG

Sierra to Furnish & Install 20kw Electric Heat
Element (14"x32") With Exterior Electrical
Control Panel. Install LG Control Kit for
Ducted Unit above ceiling currently providing
5 Ton of Heat. Program Controls to bring on
Emergency Heat for temps Below 32
Degrees outdoors. Electric Heat will Be in 2
Stages to Help with EFFICIENCY.

This Price Includes Affordable Electric
Installing and providing 2 seperate Electrical
Circuits to the Bridge For 20kw of Heat.

Lift will be on site for 1 Week.

TOTAL

\$34,500.00

Thank you for your business!

Accepted By

Accepted Date

Thank you for your business!



Board of Public Works Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 43442 - Equipment Deposits										
Joanna McWhorter	MCWHORTER-011225	01-refund trap deposit-1/12/25	Paid by Check # 79660		01/21/2025	01/21/2025	01/31/2025		01/31/2025	40.00
Account 43442 - Equipment Deposits Totals										Invoice Transactions 1
										<u>\$40.00</u>
Account 52210 - Institutional Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1Q7X-D76J-WRPP	01-Martingale Collars & Nail Trimmers	Paid by EFT # 63632		01/21/2025	01/21/2025	01/31/2025		01/31/2025	439.66
4586 - Hill's Pet Nutrition Sales, INC	251952538	01-Dog food	Paid by EFT # 63718		01/21/2025	01/21/2025	01/31/2025		01/31/2025	114.24
4586 - Hill's Pet Nutrition Sales, INC	251870375	01-Dog, puppy, cat food	Paid by EFT # 63718		01/21/2025	01/21/2025	01/31/2025		01/31/2025	297.56
4586 - Hill's Pet Nutrition Sales, INC	251870372	01-Dog, Puppy, Kitten and Cat Food	Paid by EFT # 63718		01/21/2025	01/21/2025	01/31/2025		01/31/2025	372.50
4574 - John Deere Financial f.s.b. (Rural King)	319969	01-litter-50 40lb bags pellet bedding	Paid by Check # 79642		01/21/2025	01/21/2025	01/31/2025		01/31/2025	249.50
4633 - Midwest Veterinary Supply, INC	23408350-101	01-Solution for med compounding	Paid by EFT # 63758		01/21/2025	01/21/2025	01/31/2025		01/31/2025	18.06
4633 - Midwest Veterinary Supply, INC	24077616-050	01-Syringes	Paid by EFT # 63758		01/21/2025	01/21/2025	01/31/2025		01/31/2025	98.85
4633 - Midwest Veterinary Supply, INC	24077616-000	01-Syringes	Paid by EFT # 63758		01/21/2025	01/21/2025	01/31/2025		01/31/2025	198.40
4137 - Patterson Veterinary Supply, INC	3034673500	01-Capstar	Paid by EFT # 63778		01/21/2025	01/21/2025	01/31/2025		01/31/2025	248.59
Account 52210 - Institutional Supplies Totals										Invoice Transactions 9
										<u>\$2,037.36</u>
Account 52340 - Other Repairs and Maintenance										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	191C-1XD3-KXGD	01-Sink Plug	Paid by EFT # 63632		01/21/2025	01/21/2025	01/31/2025		01/31/2025	8.88
313 - Fastenal Company	INBLM237485	01-Trash Liners	Paid by EFT # 63701		01/21/2025	01/21/2025	01/31/2025		01/31/2025	358.26
Account 52340 - Other Repairs and Maintenance Totals										Invoice Transactions 2
										<u>\$367.14</u>
Account 52430 - Uniforms and Tools										
4832 - Animal Care Equipment & Services, LLC	131025	01-Squeeze Cage	Paid by EFT # 63635		01/21/2025	01/21/2025	01/31/2025		01/31/2025	371.37
Account 52430 - Uniforms and Tools Totals										Invoice Transactions 1
										<u>\$371.37</u>
Account 53130 - Medical										
6529 - BloomingPaws, LLC	729877	01-Xrays-Rudy	Paid by EFT # 63651		01/21/2025	01/21/2025	01/31/2025		01/31/2025	384.00
175 - Monroe County Humane Association, INC	49895	01-spay/neuter surgeries-1/7/25	Paid by EFT # 63762		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,336.00
Account 53130 - Medical Totals										Invoice Transactions 2
										<u>\$1,720.00</u>



Board of Public Works Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 53510 - Electrical Services										
223 - Duke Energy	19-01.17.25-FAC	19-Facilities electric billing -11/26/24-01/02/25	Paid by Check # 79620		01/22/2025	01/22/2025	01/22/2025		01/22/2025	1,543.88
Account 53510 - Electrical Services Totals									Invoice Transactions 1	\$1,543.88
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	13241218-0010925	01-ACC-gas bill 12/05/24-01/03/25	Paid by Check # 79630		01/22/2025	01/22/2025	01/22/2025		01/22/2025	583.74
Account 53540 - Natural Gas Totals									Invoice Transactions 1	\$583.74
Program 010000 - Main Totals									Invoice Transactions 17	\$6,663.49
Department 01 - Animal Shelter Totals									Invoice Transactions 17	\$6,663.49
Department 02 - Public Works										
Program 020000 - Main										
Account 46060 - Other Violations										
Justin Salamanca	SALAMANCA-011425	26-Customer paid, citation was voided	Paid by Check # 79662		01/21/2025	01/21/2025	01/31/2025		01/31/2025	30.00
Account 46060 - Other Violations Totals									Invoice Transactions 1	\$30.00
Program 020000 - Main Totals									Invoice Transactions 1	\$30.00
Department 02 - Public Works Totals									Invoice Transactions 1	\$30.00
Department 03 - City Clerk										
Program 030000 - Main										
Account 53310 - Printing										
6309 - CivicPlus, LLC	323132	03-Bloomington Mun Code online and print 2025 subscription	Paid by EFT # 63674		01/21/2025	01/21/2025	01/31/2025		01/31/2025	7,953.75
Account 53310 - Printing Totals									Invoice Transactions 1	\$7,953.75
Program 030000 - Main Totals									Invoice Transactions 1	\$7,953.75
Department 03 - City Clerk Totals									Invoice Transactions 1	\$7,953.75
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 53910 - Dues and Subscriptions										
8292 - Bloomington Rotary Club	4641946	04-3rd Qtr-Club/RI/District Dues-Magazine/Quarterly Guest meals	Paid by EFT # 63657		01/21/2025	01/21/2025	01/31/2025		01/31/2025	92.29
8845 - ClimateNav, INC	Bloomington-004	04- Full Annual Subscription Fee for FY25 per Dashboard Contract	Paid by EFT # 63676		01/21/2025	01/21/2025	01/31/2025		01/31/2025	60,000.00



Board of Public Works Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	MC20790011	04-JAN2025 - MailChimp Monthly Subscription	Paid by Check # 79629		01/22/2025	01/22/2025	01/22/2025		01/22/2025	45.00
Account 53910 - Dues and Subscriptions Totals Invoice Transactions 3										<u>\$60,137.29</u>
Account 53960 - Grants										
9594 - Alyson Alde	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63628		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9603 - Janan Alexandra	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63629		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
8559 - John Chance Allen (RTR Tapes)	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63630		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9020 - Allyn J. Boley (Art by Allyn)	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63659		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9626 - Katie Elizabeth Chapman	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63673		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9607 - Hannah Crane	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63680		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9605 - Daniel Cueto	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63683		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
8811 - Gail Fairfield (Gail Fairfield, LLC)	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63700		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9658 - Benjamin Cartha Fowler (Jefferson Street Music LLC)	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63706		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00



Board of Public Works Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 53960 - Grants										
9034 - Claire Pendreigh Frohman	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63707		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9038 - Leila Renee Grossman	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63711		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
8354 - Bethany Habegger	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63712		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
8211 - Nicholas J Hall	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63713		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9016 - Andreea Hrehorciuc-Caragea (Andreea Alunei)	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63720		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9617 - Hannah Kish	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63743		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9653 - Jesse Kogge	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63746		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9627 - Essence London	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63751		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9614 - Malory Owen (Little Tiger Glassworks LLC)	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63773		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9528 - Gabriel Peoples	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63779		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00



Board of Public Works Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 53960 - Grants										
8510 - Kyle T Quass	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63789		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9595 - April S Ridge	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63795		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
8302 - Katherine Robertson	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63796		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
8374 - Casey Rogers	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63797		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9604 - Gloria Manzanares Romero	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63798		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
8964 - Daniel Sullivan (Bloomington Poetry Slam INC)	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63813		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9620 - Eve Swanson	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63815		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9625 - Austin White	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63839		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9597 - Leni Mae Wiegand	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63841		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9599 - Matthew Woods	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63845		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
Account 53960 - Grants Totals							Invoice Transactions 29		\$29,000.00	



Board of Public Works Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 53990 - Other Services and Charges										
7532 - Christina Elem	024	04- Consulting Services for public art 12/13/24-12/18/24	Paid by EFT # 63693		01/21/2025	01/21/2025	01/31/2025		01/31/2025	416.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1			<u>\$416.00</u>
Program 040000 - Main Totals							Invoice Transactions 33			<u>\$89,553.29</u>
Program 04CRED - ESD CRED										
Account 53960 - Grants										
9656 - Sydney Bohuk	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63658		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
205 - City Of Bloomington	18-15242	04-Performing Arts, Diamond Level Sponsor	Paid by Check # 79635		01/21/2025	01/21/2025	01/31/2025		01/31/2025	10,000.00
Account 53960 - Grants Totals							Invoice Transactions 2			<u>\$11,000.00</u>
Program 04CRED - ESD CRED Totals							Invoice Transactions 2			<u>\$11,000.00</u>
Department 04 - Economic & Sustainable Dev Totals							Invoice Transactions 35			<u>\$100,553.29</u>
Department 05 - Common Council										
Program 050000 - Main										
Account 52110 - Office Supplies										
798 - Winters Associates Promotional Products, INC	115566	05 - Council quarter zips for promotion of business/city - Blue	Paid by EFT # 63844		01/21/2025	01/21/2025	01/31/2025		01/31/2025	10.97
Account 52110 - Office Supplies Totals							Invoice Transactions 1			<u>\$10.97</u>
Account 52420 - Other Supplies										
798 - Winters Associates Promotional Products, INC	115566	05 - Council quarter zips for promotion of business/city - Blue	Paid by EFT # 63844		01/21/2025	01/21/2025	01/31/2025		01/31/2025	768.00
Account 52420 - Other Supplies Totals							Invoice Transactions 1			<u>\$768.00</u>
Account 53960 - Grants										
1138 - BCT Management, INC	1651	05-Operation & Programming Support Q1 2025	Paid by EFT # 63646		01/21/2025	01/21/2025	01/31/2025		01/31/2025	13,750.00
Account 53960 - Grants Totals							Invoice Transactions 1			<u>\$13,750.00</u>
Program 050000 - Main Totals							Invoice Transactions 3			<u>\$14,528.97</u>
Department 05 - Common Council Totals							Invoice Transactions 3			<u>\$14,528.97</u>



Board of Public Works Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53160 - Instruction										
202 - Government Finance Officers Association (GFOA)	3171311	06-GFOA class for Jessica McClellan "Positive Arbitrage"	Paid by Check # 79639		01/21/2025	01/21/2025	01/31/2025		01/31/2025	100.00
Account 53160 - Instruction Totals							Invoice Transactions	1		\$100.00
Program 060000 - Main Totals							Invoice Transactions	1		\$100.00
Department 06 - Controller's Office Totals							Invoice Transactions	1		\$100.00
Department 07 - Engineering										
Program 070000 - Main										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	16MV-4NL3-NG7W	07-Gaming Mouse Pad 31.5x15.7x0.12	Paid by EFT # 63632		01/21/2025	01/21/2025	01/31/2025		01/31/2025	18.99
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$18.99
Program 070000 - Main Totals							Invoice Transactions	1		\$18.99
Department 07 - Engineering Totals							Invoice Transactions	1		\$18.99
Department 10 - Legal										
Program 100000 - Main										
Account 53910 - Dues and Subscriptions										
259 - Indiana Association Of Cities & Towns (AIM)	DUES-2025-010125	10-Ind ADA & Title VI coord assoc. dues 2025 Brittingham & Pratt	Paid by EFT # 63725		01/21/2025	01/21/2025	01/31/2025		01/31/2025	50.00
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions	1		\$50.00
Program 100000 - Main Totals							Invoice Transactions	1		\$50.00
Department 10 - Legal Totals							Invoice Transactions	1		\$50.00
Department 12 - Human Resources										
Program 120000 - Main										
Account 53640 - Hardware and Software Maintenance										
9122 - Governmentjobs.com, INC (NEOGOV)	INV-128505	12-eForms Subscription and Setup 01/01-08/16/25	Paid by EFT # 63710		01/21/2025	01/21/2025	01/31/2025		01/31/2025	15,838.37
Account 53640 - Hardware and Software Maintenance Totals							Invoice Transactions	1		\$15,838.37
Account 53990 - Other Services and Charges										
8609 - LoCascio Hadden & Dennis, LLC (LHD Benefit Advisor)	9193	12-Near-Site Employer Clinic Support - January 2025	Paid by EFT # 63750		01/21/2025	01/21/2025	01/31/2025		01/31/2025	2,600.00
9148 - Office Easel LLC	127802A	12-Custom plastic cards (500), Custom 2x8 bookmarks (500)	Paid by EFT # 63770		01/21/2025	01/21/2025	01/31/2025		01/31/2025	467.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	2		\$3,067.00
Program 120000 - Main Totals							Invoice Transactions	3		\$18,905.37
Department 12 - Human Resources Totals							Invoice Transactions	3		\$18,905.37



Board of Public Works Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 13 - Planning										
Program 130000 - Main										
Account 52410 - Books										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1YV9-6J3V-P4CL	13- Engineering of Roads Book for Director of P&T	Paid by EFT # 63632		01/21/2025	01/21/2025	01/31/2025		01/31/2025	34.20
							Account 52410 - Books Totals	Invoice Transactions 1		\$34.20
							Program 130000 - Main Totals	Invoice Transactions 1		\$34.20
Program 132000 - MPO										
Account 53990 - Other Services and Charges										
3414 - Burgess & Niple, INC	1177856	13-BMCMPO 2050 Transportation Plan 12/01/24-12/31/24	Paid by EFT # 63665		01/21/2025	01/21/2025	01/31/2025		01/31/2025	4,000.00
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 1		\$4,000.00
							Program 132000 - MPO Totals	Invoice Transactions 1		\$4,000.00
Program 13CRED - PLANNING CRED										
Account 54510 - Other Capital Outlays										
19278 - Milestone Contractors, LP	MILEENG24DW TN-3	20-ENG 2024 Downtown Maint. Proj- 11/1-12/11-App 3	Paid by EFT # 63759		01/21/2025	01/21/2025	01/31/2025		01/31/2025	161,576.00
							Account 54510 - Other Capital Outlays Totals	Invoice Transactions 1		\$161,576.00
							Program 13CRED - PLANNING CRED Totals	Invoice Transactions 1		\$161,576.00
							Department 13 - Planning Totals	Invoice Transactions 3		\$165,610.20
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 52310 - Building Materials and Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1DTM-G9QT-11PX	19-new vehicle-tools, bateries,safety glasses,leak detector	Paid by EFT # 63632		01/21/2025	01/21/2025	01/31/2025		01/31/2025	2,514.82
409 - Black Lumber Co. INC	593558	19 - 12' Fiberglass Stepladder	Paid by EFT # 63649		01/21/2025	01/21/2025	01/31/2025		01/31/2025	326.41
8658 - Kleindorfer's Hardware LLC	763921	19 - bolts, clips, shims, tape	Paid by EFT # 63744		01/21/2025	01/21/2025	01/31/2025		01/31/2025	255.03
							Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 3		\$3,096.26
Account 52430 - Uniforms and Tools										
19171 - Vestis Group, INC (FKA Aramark)	4080163829	19 - pants rental Russel Flake-1/9/25	Paid by EFT # 63832		01/21/2025	01/21/2025	01/31/2025		01/31/2025	14.20
19171 - Vestis Group, INC (FKA Aramark)	4080162713	19 - pants rental Russel Flake-1/2/25	Paid by EFT # 63832		01/21/2025	01/21/2025	01/31/2025		01/31/2025	14.20
							Account 52430 - Uniforms and Tools Totals	Invoice Transactions 2		\$28.40



Board of Public Works Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 53510 - Electrical Services										
223 - Duke Energy	19-01.17.25-FAC	19-Facilities electric billing -11/26/24-01/02/25	Paid by Check # 79620		01/22/2025	01/22/2025	01/22/2025		01/22/2025	12,638.75
Account 53510 - Electrical Services Totals									Invoice Transactions 1	<u>\$12,638.75</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	200249-0011224	19-Temp Mtr-Graffiti Team-water/sewer bill-December 2024	Paid by Check # 79615		01/22/2025	01/22/2025	01/22/2025		01/22/2025	16.16
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	<u>\$16.16</u>
Account 53610 - Building Repairs										
393 - Kone INC	871563796	19-SA-City Hall elevator maintenance Jan 2025	Paid by EFT # 63747		01/21/2025	01/21/2025	01/31/2025		01/31/2025	387.62
Account 53610 - Building Repairs Totals									Invoice Transactions 1	<u>\$387.62</u>
Program 190000 - Main Totals									Invoice Transactions 8	<u>\$16,167.19</u>
Department 19 - Facilities Maintenance Totals									Invoice Transactions 8	<u>\$16,167.19</u>
Department 20 - Street										
Program 20CRED - STREET CRED										
Account 54510 - Other Capital Outlays										
19278 - Milestone Contractors, LP	MILEENG24DW TN-3	20-ENG 2024 Downtown Maint. Proj-11/1-12/11-App 3	Paid by EFT # 63759		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,050,989.70
Account 54510 - Other Capital Outlays Totals									Invoice Transactions 1	<u>\$1,050,989.70</u>
Program 20CRED - STREET CRED Totals									Invoice Transactions 1	<u>\$1,050,989.70</u>
Department 20 - Street Totals									Invoice Transactions 1	<u>\$1,050,989.70</u>
Department 26 - Parking										
Program 26CRED - PARKING CRED										
Account 54510 - Other Capital Outlays										
6378 - ANN-KRISS, LLC	760-11325	26-painting for the 4th St Garage skywalk (CRED)	Paid by EFT # 63636		01/21/2025	01/21/2025	01/31/2025		01/31/2025	2,746.20
4141 - Tennant Sales & Service Company	920990796	26-sweeper scrubber machine for parking decks for all garages	Paid by EFT # 63819		01/21/2025	01/21/2025	01/31/2025		01/31/2025	75,574.28
Account 54510 - Other Capital Outlays Totals									Invoice Transactions 2	<u>\$78,320.48</u>
Program 26CRED - PARKING CRED Totals									Invoice Transactions 2	<u>\$78,320.48</u>
Department 26 - Parking Totals									Invoice Transactions 2	<u>\$78,320.48</u>



Board of Public Works Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 28 - ITS										
Program 280000 - Main										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	17K9-1V9W- NXM3	28-Apple Magic Trackpad for G. Overtoom	Paid by EFT # 63632		01/21/2025	01/21/2025	01/31/2025		01/31/2025	129.00
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1MJ1-RQMK- 6RJN	28-HDMI Cables for ITS Stock (20)	Paid by EFT # 63632		01/21/2025	01/21/2025	01/31/2025		01/31/2025	179.10
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1NV6-G931- YWD4	28-ITS Network Hardware	Paid by EFT # 63632		01/21/2025	01/21/2025	01/31/2025		01/31/2025	100.94
Account 52420 - Other Supplies Totals									Invoice Transactions 3	<u>\$409.04</u>
Account 53210 - Telephone										
8545 - Zoom Video Communications INC.	INV285876852	28-UC Implementation Services 1st 30% payment	Paid by EFT # 63850		01/21/2025	01/21/2025	01/31/2025		01/31/2025	15,054.00
1079 - AT&T	849494015- 010925	28-CH/off site fac-long distance chgs 01/09/2025-BAN #849494015	Paid by Check # 79612		01/22/2025	01/22/2025	01/22/2025		01/22/2025	64.45
Account 53210 - Telephone Totals									Invoice Transactions 2	<u>\$15,118.45</u>
Account 53640 - Hardware and Software Maintenance										
4408 - Environmental Systems Research Institute,INC ESRI	94881659	28-(10) ArcGIS Online Credits 01-07-25- 01/06/27	Paid by EFT # 63696		01/21/2025	01/21/2025	01/31/2025		01/31/2025	120.00
2895 - Rapid Reproductions, INC	119794	28-Annual ITS & Plan/Trans Plotter Maintenance 2025	Paid by EFT # 63790		01/21/2025	01/21/2025	01/31/2025		01/31/2025	995.00
2895 - Rapid Reproductions, INC	119795	28-2025 Annual ITS Plotter Maint-Pro Rated 9/1/24-12/31/25	Paid by EFT # 63790		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,600.00
Account 53640 - Hardware and Software Maintenance Totals									Invoice Transactions 3	<u>\$2,715.00</u>
Account 53910 - Dues and Subscriptions										
8441 - Promveo Holdings, INC (Promveo, LLC)	253788	28-Google Workspace 12/01/24-12/31/24	Paid by EFT # 63786		01/21/2025	01/21/2025	01/31/2025		01/31/2025	145.78
8441 - Promveo Holdings, INC (Promveo, LLC)	253938	28-Google Voice 12/01/24-12/31/24	Paid by EFT # 63786		01/21/2025	01/21/2025	01/31/2025		01/31/2025	72.53
3560 - First Financial Bank / Credit Cards	CC72C925-0051	28-Submittable- Application Submission Software-12/27/24- 1/27/25	Paid by Check # 79629		01/22/2025	01/22/2025	01/22/2025		01/22/2025	119.00
3560 - First Financial Bank / Credit Cards	P175uVL8	28-Google - Website & Application APIs & Domain 12/1/24- 12/31/24	Paid by Check # 79629		01/22/2025	01/22/2025	01/22/2025		01/22/2025	56.76



Board of Public Works Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 28 - ITS										
Program 280000 - Main										
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	INV285692996	28-Zoom-Annual and Monthly Subscription Fees 12/20/24-01/19/25	Paid by Check # 79629		01/22/2025	01/22/2025	01/22/2025		01/22/2025	430.00
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 5	\$824.07
Account 53980 - Community Access TV/Radio										
64 - Monroe County Public Library	MCPL-01.15.2024	28-CATS Public Mtg Rec, Broadcasting, Stream-Jan-March 2025	Paid by EFT # 63764		01/21/2025	01/21/2025	01/31/2025		01/31/2025	117,404.75
Account 53980 - Community Access TV/Radio Totals									Invoice Transactions 1	\$117,404.75
Program 280000 - Main Totals									Invoice Transactions 14	\$136,471.31
Department 28 - ITS Totals									Invoice Transactions 14	\$136,471.31
Fund 1101 - General Totals									Invoice Transactions 91	\$1,596,362.74
Fund 2201 - Motor Vehicle Highway										
Department 20 - Street										
Program 200000 - Main										
Account 52210 - Institutional Supplies										
313 - Fastenal Company	INBLM237521	20-Safety & Supplies-gloves	Paid by EFT # 63701		01/21/2025	01/21/2025	01/31/2025		01/31/2025	111.93
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	\$111.93
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	592746	20-Extension cord for snow truck #445	Paid by EFT # 63649		01/21/2025	01/21/2025	01/31/2025		01/31/2025	9.99
409 - Black Lumber Co. INC	593271	20-Garden hose, pistol nozzle for brine tank	Paid by EFT # 63649		01/21/2025	01/21/2025	01/31/2025		01/31/2025	26.98
409 - Black Lumber Co. INC	593344	20-Duct tape and straw spray for Street Cut Crew	Paid by EFT # 63649		01/21/2025	01/21/2025	01/31/2025		01/31/2025	19.48
4574 - John Deere Financial f.s.b. (Rural King)	262125	20-Tow straps & Tie down Ratchel for Supervisors & Unit #443	Paid by Check # 79642		01/21/2025	01/21/2025	01/31/2025		01/31/2025	181.86
4574 - John Deere Financial f.s.b. (Rural King)	319947	20-Spark plug & 3 piece locking set for generator	Paid by Check # 79642		01/21/2025	01/21/2025	01/31/2025		01/31/2025	23.48
8658 - Kleindorfer's Hardware LLC	796408	20-Unit #453-detailer	Paid by EFT # 63744		01/21/2025	01/21/2025	01/31/2025		01/31/2025	9.59
8658 - Kleindorfer's Hardware LLC	796978	20-(3) gloves for Brine Tank	Paid by EFT # 63744		01/21/2025	01/21/2025	01/31/2025		01/31/2025	21.87



Board of Public Works Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2201 - Motor Vehicle Highway										
Department 20 - Street										
Program 200000 - Main										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	797011	20-Supplies for sidewalk crews-glue, PVC, primer	Paid by EFT # 63744		01/21/2025	01/21/2025	01/31/2025		01/31/2025	27.76
8658 - Kleindorfer's Hardware LLC	800550	20-Mountian tape & goo gone for signs crew	Paid by EFT # 63744		01/21/2025	01/21/2025	01/31/2025		01/31/2025	14.18
786 - Richard's Small Engine, INC	566527	20-Electric 56V Battery Blowers (Street Cut/Sidewalk Crews)	Paid by EFT # 63793		01/21/2025	01/21/2025	01/31/2025		01/31/2025	319.98
Account 52420 - Other Supplies Totals								Invoice Transactions	10	\$655.17
Account 53150 - Communications Contract										
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	510446	20-Monthly Radio Service for Street Vehicles-January 2025	Paid by EFT # 63694		01/21/2025	01/21/2025	01/31/2025		01/31/2025	2,321.25
Account 53150 - Communications Contract Totals								Invoice Transactions	1	\$2,321.25
Account 53210 - Telephone										
1079 - AT&T	849494015-010925	28-CH/off site fac-long distance chgs 01/09/2025-BAN #849494015	Paid by Check # 79612		01/22/2025	01/22/2025	01/22/2025		01/22/2025	9.16
Account 53210 - Telephone Totals								Invoice Transactions	1	\$9.16
Account 53250 - Pagers										
332 - Indiana Paging Network, INC	15836899	20- Paging Service for Snow Control Crews February 2025	Paid by EFT # 63728		01/21/2025	01/21/2025	01/31/2025		01/31/2025	158.95
Account 53250 - Pagers Totals								Invoice Transactions	1	\$158.95
Account 53510 - Electrical Services										
223 - Duke Energy	19-01.17.25-FAC	19-Facilities electric billing -11/26/24-01/02/25	Paid by Check # 79620		01/22/2025	01/22/2025	01/22/2025		01/22/2025	769.30
Account 53510 - Electrical Services Totals								Invoice Transactions	1	\$769.30
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	200669-0081124	20-Street Dept-fire hydrant-water/sewer bill-November 2024	Paid by Check # 79615		01/22/2025	01/22/2025	01/22/2025		01/22/2025	47.22
Account 53530 - Water and Sewer Totals								Invoice Transactions	1	\$47.22
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12879646-3011325	20-Street Dept Bldg-gas bill 12/07/24-01/07/25	Paid by Check # 79630		01/22/2025	01/22/2025	01/22/2025		01/22/2025	287.15



Board of Public Works Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2201 - Motor Vehicle Highway										
Department 20 - Street										
Program 200000 - Main										
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12879634-9011325	20-Traffic Bldg-gas bill 12/07/24-01/07/25	Paid by Check # 79630		01/22/2025	01/22/2025	01/22/2025		01/22/2025	167.72
Account 53540 - Natural Gas Totals Invoice Transactions 2										<u>\$454.87</u>
Account 53920 - Laundry and Other Sanitation Services										
19171 - Vestis Group, INC (FKA Aramark)	4080162690	20-uniform rental (minus payroll ded)-1/1/25	Paid by EFT # 63832		01/21/2025	01/21/2025	01/31/2025		01/31/2025	9.01
19171 - Vestis Group, INC (FKA Aramark)	4080162691	20-mat/towel service-1/1/25	Paid by EFT # 63832		01/21/2025	01/21/2025	01/31/2025		01/31/2025	36.53
19171 - Vestis Group, INC (FKA Aramark)	4080163690	20-uniform rental (minus payroll ded)-1/8/25	Paid by EFT # 63832		01/21/2025	01/21/2025	01/31/2025		01/31/2025	9.01
19171 - Vestis Group, INC (FKA Aramark)	4080163691	20-mat/towel service-1/8/25	Paid by EFT # 63832		01/21/2025	01/21/2025	01/31/2025		01/31/2025	42.50
Account 53920 - Laundry and Other Sanitation Services Totals Invoice Transactions 4										<u>\$97.05</u>
Account 53990 - Other Services and Charges										
902 - Indiana Underground Plant Protection Service, INC	INV-10265	20-Ticket Fees for Line Locates December 2024	Paid by EFT # 63730		01/21/2025	01/21/2025	01/31/2025		01/31/2025	706.80
7654 - Pretium Bloomington Suites, LLC (Springhill Suites)	205W700007678	20-Hotel Rooms for Snow Crews 1/6/2025 (2)	Paid by Check # 79650		01/21/2025	01/21/2025	01/31/2025		01/31/2025	198.00
7654 - Pretium Bloomington Suites, LLC (Springhill Suites)	205W700007679	20-Hotel Rooms for Snow Crews-Fleet-1/7/2025 (3)	Paid by Check # 79650		01/21/2025	01/21/2025	01/31/2025		01/31/2025	297.00
Account 53990 - Other Services and Charges Totals Invoice Transactions 3										<u>\$1,201.80</u>
Program 200000 - Main Totals Invoice Transactions 25										<u>\$5,826.70</u>
Department 20 - Street Totals Invoice Transactions 25										<u>\$5,826.70</u>
Fund 2201 - Motor Vehicle Highway Totals Invoice Transactions 25										<u>\$5,826.70</u>
Fund 2202 - Local Road and Street										
Department 20 - Street										
Program 200000 - Main										
Account 53520 - Street Lights / Traffic Signals										
223 - Duke Energy	02-SL01.15.25-01	02-Street Light (Misc Lights)-11/15/24-01/02/25	Paid by Check # 79622		01/22/2025	01/22/2025	01/22/2025		01/22/2025	1,735.09
223 - Duke Energy	02-SL01.15.25-02	02-Street Light (Misc Lights)-11/22/24-01/02/25	Paid by Check # 79623		01/22/2025	01/22/2025	01/22/2025		01/22/2025	20,337.12



Board of Public Works Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2202 - Local Road and Street										
Department 20 - Street										
Program 200000 - Main										
Account 53520 - Street Lights / Traffic Signals										
223 - Duke Energy	02-SL01.15.25-03	02-Street Light (Misc Lights)-11/27/24-01/02/25	Paid by Check # 79624		01/22/2025	01/22/2025	01/22/2025		01/22/2025	6,327.49
223 - Duke Energy	02-SL01.15.25-04	02-Street Light (Misc Lights)-11/26/24-12/27/24	Paid by Check # 79625		01/22/2025	01/22/2025	01/22/2025		01/22/2025	3,704.22
223 - Duke Energy	02-SL01.15.25-05	02-Street Light (Misc Lights)-11/26/24-12/27/24	Paid by Check # 79626		01/22/2025	01/22/2025	01/22/2025		01/22/2025	908.64
223 - Duke Energy	02-SL01.15.25-06	02-Street Light (Misc Lights)-11/26/24-12/27/24	Paid by Check # 79627		01/22/2025	01/22/2025	01/22/2025		01/22/2025	1,121.70
223 - Duke Energy	02-SL01.15.25-07	02-Street Light (Misc Lights)-11/21/24-01/06/25	Paid by Check # 79628		01/22/2025	01/22/2025	01/22/2025		01/22/2025	1,415.96
223 - Duke Energy	02-TS01.15.25-01	02-Traffic Signals-11/22/24-01/03/25	Edit		01/29/2025	01/29/2025	01/29/2025			1,300.03
223 - Duke Energy	02-TS01.21.25-02	02-Traffic Signals-11/27/24-01/03/25	Edit		01/29/2025	01/29/2025	01/29/2025			1,175.90
223 - Duke Energy	02-TS01.21.25-03	02-Traffic Signals-11/27/24-01/03/25	Edit		01/29/2025	01/29/2025	01/29/2025			950.97
Account 53520 - Street Lights / Traffic Signals Totals							Invoice Transactions		10	\$38,977.12
Account 53990 - Other Services and Charges										
5481 - Bright Equipment, INC (Bobcat of Ellettsville)	M4009522	20-Repairs to TruckCat #469	Paid by EFT # 63662		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,717.86
4474 - Ken's Westside Service & Towing, LLC	25-0106-99314	20-Winching Snow Truck-Snow Control - Unit #444-1/6/25	Paid by EFT # 63741		01/21/2025	01/21/2025	01/31/2025		01/31/2025	325.00
4474 - Ken's Westside Service & Towing, LLC	25-0106-99332	20-Winching Snow Trucks-Snow Control-Hardin-1/6/2025	Paid by EFT # 63741		01/21/2025	01/21/2025	01/31/2025		01/31/2025	325.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions		3	\$2,367.86
Program 200000 - Main Totals							Invoice Transactions		13	\$41,344.98
Department 20 - Street Totals							Invoice Transactions		13	\$41,344.98
Fund 2202 - Local Road and Street Totals							Invoice Transactions		13	\$41,344.98



Board of Public Works Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2207 - Parking Meter										
Department 26 - Parking										
Program 260000 - Main										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	11NY-JLPM-TTY	26-hand sanitizers for office and parking officer staff	Paid by EFT # 63632		01/21/2025	01/21/2025	01/31/2025		01/31/2025	101.65
651 - Engraving & Stamp Center, INC	48677	26-signature stamps for Michelle Wahl and Jess Goodman	Paid by EFT # 63695		01/21/2025	01/21/2025	01/31/2025		01/31/2025	67.00
6530 - Office Depot, INC	402881163001	26-desk calendar-pens-correction tape-large envelopes	Paid by EFT # 63769		01/21/2025	01/21/2025	01/31/2025		01/31/2025	42.26
Account 52110 - Office Supplies Totals								Invoice Transactions	3	\$210.91
Account 52340 - Other Repairs and Maintenance										
4264 - IPS Group, INC	INV106092	26-battery for kiosk	Paid by EFT # 63735		01/21/2025	01/21/2025	01/31/2025		01/31/2025	15.00
Account 52340 - Other Repairs and Maintenance Totals								Invoice Transactions	1	\$15.00
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	796955	26-Sand bag	Paid by EFT # 63744		01/21/2025	01/21/2025	01/31/2025		01/31/2025	8.50
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$8.50
Account 53210 - Telephone										
1079 - AT&T	849494015-010925	28-CH/off site fac-long distance chgs 01/09/2025-BAN #849494015	Paid by Check # 79612		01/22/2025	01/22/2025	01/22/2025		01/22/2025	2.53
Account 53210 - Telephone Totals								Invoice Transactions	1	\$2.53
Account 53240 - Freight / Other										
4264 - IPS Group, INC	INV106092	26-battery for kiosk	Paid by EFT # 63735		01/21/2025	01/21/2025	01/31/2025		01/31/2025	59.24
Account 53240 - Freight / Other Totals								Invoice Transactions	1	\$59.24
Account 53990 - Other Services and Charges										
6688 - SSW Enterprises, LLC (Office Pride)	Inv-241922	26-Parking Services Office cleaning 01/01/25	Paid by EFT # 63808		01/21/2025	01/21/2025	01/31/2025		01/31/2025	309.60
19278 - Milestone Contractors, LP	MILEENG24DW TN-3	20-ENG 2024 Downtown Maint. Proj- 11/1-12/11-App 3	Paid by EFT # 63759		01/21/2025	01/21/2025	01/31/2025		01/31/2025	31,459.25
Account 53990 - Other Services and Charges Totals								Invoice Transactions	2	\$31,768.85
Program 260000 - Main Totals								Invoice Transactions	9	\$32,065.03
Department 26 - Parking Totals								Invoice Transactions	9	\$32,065.03
Fund 2207 - Parking Meter Totals								Invoice Transactions	9	\$32,065.03
Fund 2209 - LIT – Economic Development										



Board of Public Works Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2209 - LIT – Economic Development										
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 53960 - Grants										
6631 - Tony Brewer	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63661		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9598 - Sara Colvard	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63677		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9045 - Heritage Fund-The Comm. Foundation of Bartholomew	2025-PRJCT46	04-Project 46 Annual Contribution-2025-Final	Paid by EFT # 63716		01/21/2025	01/21/2025	01/31/2025		01/31/2025	40,000.00
9083 - Makobi, Sylvester Matete	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63752		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9616 - Rodney Margison	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63753		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9019 - Thomas Pieciak	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63780		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9624 - Nicholas M Romy	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63799		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9240 - Zachary Taylor	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63818		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9618 - Robert Perry Vance	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63830		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9606 - Steven M Warnock	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63835		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00



Board of Public Works Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2209 - LIT – Economic Development										
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 53960 - Grants										
409 - Black Lumber Co. INC	593292	20-Electric 40V 14" Power Cutter, blade & water tank	Paid by EFT # 63649		01/21/2025	01/21/2025	01/31/2025		01/31/2025	3,080.00
Account 53960 - Grants Totals							Invoice Transactions	11		\$52,080.00
Program 040000 - Main Totals							Invoice Transactions	11		\$52,080.00
Department 04 - Economic & Sustainable Dev Totals							Invoice Transactions	11		\$52,080.00
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990 - Other Services and Charges										
9044 - Emily Buuck	906657790 Fall24	12-E Buuck Education Reimbursement-Fall 2024	Paid by EFT # 63667		01/21/2025	01/21/2025	01/31/2025		01/31/2025	2,500.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$2,500.00
Program 120000 - Main Totals							Invoice Transactions	1		\$2,500.00
Department 12 - Human Resources Totals							Invoice Transactions	1		\$2,500.00
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 53990 - Other Services and Charges										
421 - Centerstone Of Indiana, INC	BPWV1224	19-Brighten B-Town-DPW Partnership-Van Lease-Dec 2024	Paid by EFT # 63672		01/21/2025	01/21/2025	01/31/2025		01/31/2025	649.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$649.00
Program 190000 - Main Totals							Invoice Transactions	1		\$649.00
Department 19 - Facilities Maintenance Totals							Invoice Transactions	1		\$649.00
Fund 2209 - LIT – Economic Development Totals							Invoice Transactions	13		\$55,229.00
Fund 2402 - ARP COVID Local Fiscal Recovery										
Department 04 - Economic & Sustainable Dev										
Program G21005 - ARPA COVID Local Fiscal Recovery										
Account 53960 - Grants										
9380 - Back Door Bloomington LLC (The Back Door)	SBGRANT-12.2024	04- Creative Community + Arts Venue Grant	Paid by EFT # 63643		01/21/2025	01/21/2025	01/31/2025		01/31/2025	25,000.00
7256 - Bellwether Properties, LLC	000004	04-300 West Hillside Dr-lease-Rent/CAM/TI-Jan-June 2025	Paid by EFT # 63648		01/21/2025	01/21/2025	01/31/2025		01/31/2025	52,590.00
9649 - Blockhouse Bar LLC	SBGRANT-12.2024	04-Creative Community + Arts Venue Grant	Paid by EFT # 63650		01/21/2025	01/21/2025	01/31/2025		01/31/2025	25,000.00



Board of Public Works Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2402 - ARP COVID Local Fiscal Recovery										
Department 04 - Economic & Sustainable Dev										
Program G21005 - ARPA COVID Local Fiscal Recovery										
Account 53960 - Grants										
9419 - The Town LLC (Orbit Room)	SBGRANT-12.2024	04-Creative Community + Arts Venue Grant	Paid by EFT # 63823		01/21/2025	01/21/2025	01/31/2025		01/31/2025	25,000.00
Account 53960 - Grants Totals							Invoice Transactions	4		\$127,590.00
Program G21005 - ARPA COVID Local Fiscal Recovery Totals							Invoice Transactions	4		\$127,590.00
Department 04 - Economic & Sustainable Dev Totals							Invoice Transactions	4		\$127,590.00
Fund 2402 - ARP COVID Local Fiscal Recovery Totals							Invoice Transactions	4		\$127,590.00
Fund 2506 - Community Services										
Department 09 - CFRD										
Program 090002 - Com Serv - MLK Comm										
Account 52420 - Other Supplies										
651 - Engraving & Stamp Center, INC	48613	09-MLK Jr. Legacy Award 2025-Recipient Name Plate Engraving	Paid by EFT # 63695		01/21/2025	01/21/2025	01/31/2025		01/31/2025	12.40
11693 - The Award Center, INC	62785	09-Dr. MLK Jr. Legacy Award 2025-Plaque for Award Recipient	Paid by EFT # 63820		01/21/2025	01/21/2025	01/31/2025		01/31/2025	55.00
Account 52420 - Other Supplies Totals							Invoice Transactions	2		\$67.40
Program 090002 - Com Serv - MLK Comm Totals							Invoice Transactions	2		\$67.40
Department 09 - CFRD Totals							Invoice Transactions	2		\$67.40
Fund 2506 - Community Services Totals							Invoice Transactions	2		\$67.40
Fund 2512 - Non-Reverting Telecom (S1146)										
Department 25 - Telecommunications										
Program 254000 - Infrastructure										
Account 53640 - Hardware and Software Maintenance										
902 - Indiana Underground Plant Protection Service, INC	INV-10267	28-BDU 811 Line Location Service December 2024	Paid by EFT # 63730		01/21/2025	01/21/2025	01/31/2025		01/31/2025	304.00
Account 53640 - Hardware and Software Maintenance Totals							Invoice Transactions	1		\$304.00
Account 53750 - Rentals - Other										
203 - INDIANA UNIVERSITY	95251523	25 - IU Data Cent July 2024	Paid by Check # 79640		01/21/2025	01/21/2025	01/31/2025		01/31/2025	820.00
Account 53750 - Rentals - Other Totals							Invoice Transactions	1		\$820.00
Program 254000 - Infrastructure Totals							Invoice Transactions	2		\$1,124.00



Board of Public Works Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2512 - Non-Reverting Telecom (S1146)										
Department 25 - Telecommunications										
Program 256000 - Services										
Account 53150 - Communications Contract										
4170 - Comcast Cable Communications, INC	1190626704011825	25 - Comcast Internet - 401 N Morton February 2025	Paid by Check # 79616		01/22/2025	01/22/2025	01/22/2025		01/22/2025	222.90
4170 - Comcast Cable Communications, INC	1190988955011325	25 - Internet - 627 N Morton - 01/17/25-02/16/25	Paid by Check # 79618		01/22/2025	01/22/2025	01/22/2025		01/22/2025	278.40
Account 53150 - Communications Contract Totals								Invoice Transactions	2	\$501.30
Program 256000 - Services Totals								Invoice Transactions	2	\$501.30
Department 25 - Telecommunications Totals								Invoice Transactions	4	\$1,625.30
Fund 2512 - Non-Reverting Telecom (S1146) Totals								Invoice Transactions	4	\$1,625.30
Fund 2520 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 43160 - Lot/Garage Leases - Annual										
Miranda Olenick	OLENICK-011525	26-Customer over paid due to an issue with new software	Paid by Check # 79661		01/21/2025	01/21/2025	01/31/2025		01/31/2025	128.00
Pablo Soto	SOTO-011525	26-Customer overpaid due to an issue with the software	Paid by Check # 79663		01/21/2025	01/21/2025	01/31/2025		01/31/2025	910.00
Account 43160 - Lot/Garage Leases - Annual Totals								Invoice Transactions	2	\$1,038.00
Account 52310 - Building Materials and Supplies										
293 - J&S Locksmith Shop, INC	262771	26-Motomix gas oil mix for leaf backpack blower	Paid by EFT # 63738		01/21/2025	01/21/2025	01/31/2025		01/31/2025	34.99
Account 52310 - Building Materials and Supplies Totals								Invoice Transactions	1	\$34.99
Account 53210 - Telephone										
1079 - AT&T	849494015-010925	28-CH/off site fac-long distance chgs 01/09/2025-BAN #849494015	Paid by Check # 79612		01/22/2025	01/22/2025	01/22/2025		01/22/2025	3.07
Account 53210 - Telephone Totals								Invoice Transactions	1	\$3.07
Account 53510 - Electrical Services										
223 - Duke Energy	9101229243210125	26-320 S. College Ave - 12/03/24-01/02/25	Paid by Check # 79619		01/22/2025	01/22/2025	01/22/2025		01/22/2025	330.10
Account 53510 - Electrical Services Totals								Invoice Transactions	1	\$330.10
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888919-3010825	26-Trades Garage-489 W. 10th-gas bill 12/03/24-01/03/25	Paid by Check # 79630		01/22/2025	01/22/2025	01/22/2025		01/22/2025	49.57



Board of Public Works Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2520 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888965-6010825	26-4th St Garage-105 W. 4th St-gas bill 12/03/24-01/03/25	Paid by Check # 79630		01/22/2025	01/22/2025	01/22/2025		01/22/2025	49.57
Account 53540 - Natural Gas Totals										Invoice Transactions 2
										\$99.14
Account 53610 - Building Repairs										
6378 - ANN-KRISS, LLC	72160-1525-1	26-repair ceiling and tiles on skywalk at 4th St garage	Paid by EFT # 63636		01/21/2025	01/21/2025	01/31/2025		01/31/2025	600.00
393 - Kone INC	871563795	26-Walnut St Garage elevator maintenance period 01/01-01/31/25	Paid by EFT # 63747		01/21/2025	01/21/2025	01/31/2025		01/31/2025	242.06
393 - Kone INC	871563799	26-Morton St Garage elevator maintenance period 01/01-01/31/25	Paid by EFT # 63747		01/21/2025	01/21/2025	01/31/2025		01/31/2025	531.64
393 - Kone INC	871563800	26-Trades District Garage elevator maint period 01/01-01/31/25	Paid by EFT # 63747		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,063.28
393 - Kone INC	871563801	26-Fourth St Garage elevator maint period 01/01-01/31/25	Paid by EFT # 63747		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,063.28
Account 53610 - Building Repairs Totals										Invoice Transactions 5
										\$3,500.26
Account 53990 - Other Services and Charges										
6688 - SSW Enterprises, LLC (Office Pride)	Inv-241922	26-Parking Services Office cleaning 01/01/25	Paid by EFT # 63808		01/21/2025	01/21/2025	01/31/2025		01/31/2025	100.00
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
										\$100.00
Program 260000 - Main Totals										Invoice Transactions 13
										\$5,105.56
Department 26 - Parking Totals										Invoice Transactions 13
										\$5,105.56
Fund 2520 - Parking Facilities(S9502) Totals										Invoice Transactions 13
										\$5,105.56
Fund 2521 - Alternative Transport(S6301)										
Department 07 - Engineering										
Program 070000 - Main										
Account 53110 - Engineering and Architectural										
5999 - The Etica Group, INC	0230124.00-11	07-Downtown Curb Ramps Ph IV 12/01/24-12/31/24	Paid by EFT # 63821		01/21/2025	01/21/2025	01/31/2025		01/31/2025	5,541.96
Account 53110 - Engineering and Architectural Totals										Invoice Transactions 1
										\$5,541.96



Board of Public Works Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2521 - Alternative Transport(S6301)										
Department 07 - Engineering										
Program 070000 - Main										
Account 54310 - Improvements Other Than Building										
5999 - The Etica Group, INC	0230240.00-43	07-Neighborhood Greenway (PE) 12/01/24-12/31/24	Paid by EFT # 63821		01/21/2025	01/21/2025	01/31/2025		01/31/2025	19,435.00
Account 54310 - Improvements Other Than Building Totals							Invoice Transactions 1			\$19,435.00
Program 070000 - Main Totals							Invoice Transactions 2			\$24,976.96
Department 07 - Engineering Totals							Invoice Transactions 2			\$24,976.96
Department 26 - Parking										
Program 260000 - Main										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	11NY-JLPM-TTY	26-hand sanitizers for office and parking officer staff	Paid by EFT # 63632		01/21/2025	01/21/2025	01/31/2025		01/31/2025	20.32
Account 52110 - Office Supplies Totals							Invoice Transactions 1			\$20.32
Account 53210 - Telephone										
1079 - AT&T	849494015-010925	28-CH/off site fac-long distance chgs 01/09/2025-BAN #849494015	Paid by Check # 79612		01/22/2025	01/22/2025	01/22/2025		01/22/2025	3.54
Account 53210 - Telephone Totals							Invoice Transactions 1			\$3.54
Account 53990 - Other Services and Charges										
6688 - SSW Enterprises, LLC (Office Pride)	Inv-241922	26-Parking Services Office cleaning 01/01/25	Paid by EFT # 63808		01/21/2025	01/21/2025	01/31/2025		01/31/2025	77.40
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1			\$77.40
Program 260000 - Main Totals							Invoice Transactions 3			\$101.26
Department 26 - Parking Totals							Invoice Transactions 3			\$101.26
Fund 2521 - Alternative Transport(S6301) Totals							Invoice Transactions 5			\$25,078.22



Board of Public Works Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 3342 - 2019 4th St Garage (S)										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53810 - Principal										
4740 - Bank Of New York	BLOOMTIR19A1-225	06-Bloomington RD TIRB 2019A-1-4th St Garage-2/2025	Paid by EFT # 63621		01/24/2025	01/24/2025	01/24/2025		01/24/2025	325,000.00
Account 53810 - Principal Totals							Invoice Transactions		1	<u>\$325,000.00</u>
Account 53820 - Interest										
4740 - Bank Of New York	BLOOMTIR19A1-225	06-Bloomington RD TIRB 2019A-1-4th St Garage-2/2025	Paid by EFT # 63621		01/24/2025	01/24/2025	01/24/2025		01/24/2025	319,312.50
Account 53820 - Interest Totals							Invoice Transactions		1	<u>\$319,312.50</u>
Program 060000 - Main Totals							Invoice Transactions		2	<u>\$644,312.50</u>
Department 06 - Controller's Office Totals							Invoice Transactions		2	<u>\$644,312.50</u>
Fund 3342 - 2019 4th St Garage (S) Totals							Invoice Transactions		2	<u>\$644,312.50</u>
Fund 3344 - 2019 Trades Garage (S)										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53810 - Principal										
4740 - Bank Of New York	BLOOMTIRB19B-225	06-Bloomington RD TIRB 2019B-Trades Garage-2/2025	Paid by EFT # 63621		01/24/2025	01/24/2025	01/24/2025		01/24/2025	270,000.00
Account 53810 - Principal Totals							Invoice Transactions		1	<u>\$270,000.00</u>
Account 53820 - Interest										
4740 - Bank Of New York	BLOOMTIRB19B-225	06-Bloomington RD TIRB 2019B-Trades Garage-2/2025	Paid by EFT # 63621		01/24/2025	01/24/2025	01/24/2025		01/24/2025	268,062.50
Account 53820 - Interest Totals							Invoice Transactions		1	<u>\$268,062.50</u>
Program 060000 - Main Totals							Invoice Transactions		2	<u>\$538,062.50</u>
Department 06 - Controller's Office Totals							Invoice Transactions		2	<u>\$538,062.50</u>
Fund 3344 - 2019 Trades Garage (S) Totals							Invoice Transactions		2	<u>\$538,062.50</u>
Fund 4402 - Cumulative Capital Development										
Department 02 - Public Works										
Program 020000 - Main										
Account 52330 - Street , Alley, and Sewer Material										
50944 - Cargill Deicing Techno	2910447488	20-De-icing Salt (Clear Lane)-290.34 tons-1/8/25	Paid by EFT # 63669		01/21/2025	01/21/2025	01/31/2025		01/31/2025	27,802.96
50944 - Cargill Deicing Techno	2910457986	20-De-icing Salt (Clear Lane)- 126.93 tons-1/9/25	Paid by EFT # 63669		01/21/2025	01/21/2025	01/31/2025		01/31/2025	12,154.82



Board of Public Works Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 4402 - Cumulative Capital Development										
Department 02 - Public Works										
Program 020000 - Main										
Account 52330 - Street , Alley, and Sewer Material										
50944 - Cargill Deicing Techno	2910489127	20-De-icing Salt (Clear Lane)- 176.37 tons- 1/13/25	Paid by EFT # 63669		01/21/2025	01/21/2025	01/31/2025		01/31/2025	16,889.20
50944 - Cargill Deicing Techno	2910497457	20-De-icing Salt (Clear Lane)-123.99 tons- 1/14/25	Paid by EFT # 63669		01/21/2025	01/21/2025	01/31/2025		01/31/2025	11,873.29
50944 - Cargill Deicing Techno	2910506313	20-De-icing Salt (Clear Lane)- 79.2 tons- 1/15/25	Paid by EFT # 63669		01/21/2025	01/21/2025	01/31/2025		01/31/2025	7,584.19
9194 - Flynn Brothers Holdings, INC	F27044	20-Bulk Cold Patch for patching 41.31 TNS at \$150	Paid by EFT # 63704		01/21/2025	01/21/2025	01/31/2025		01/31/2025	6,196.50
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	6	\$82,500.96
Account 52420 - Other Supplies										
603 - Traffic Control Corporation	156001	20-Signal Supplies - Smart Mon, BIU, Load switch, pwr sup, relay	Paid by EFT # 63827		01/21/2025	01/21/2025	01/31/2025		01/31/2025	24,480.00
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$24,480.00
Program 020000 - Main Totals								Invoice Transactions	7	\$106,980.96
Department 02 - Public Works Totals								Invoice Transactions	7	\$106,980.96
Department 07 - Engineering										
Program 070000 - Main										
Account 54310 - Improvements Other Than Building										
5149 - E&B Paving, INC	E&BHAWMILL-4	07-Hawthorne/Weatherstone/Miller Greenway- 9/27/24-1/9/25-App 4	Paid by EFT # 63689		01/21/2025	01/21/2025	01/31/2025		01/31/2025	52,616.46
Account 54310 - Improvements Other Than Building Totals								Invoice Transactions	1	\$52,616.46
Program 070000 - Main Totals								Invoice Transactions	1	\$52,616.46
Department 07 - Engineering Totals								Invoice Transactions	1	\$52,616.46
Fund 4402 - Cumulative Capital Development Totals								Invoice Transactions	8	\$159,597.42



Board of Public Works Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 4439 - Food and Beverage Tax										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 47030 - Principal Repayments										
6678 - Bloomington Urban Enterprise Association	2024-00207048	06-Refund for check deposited in error to COB, should be BUEA	Paid by Check # 79632		01/21/2025	01/21/2025	01/31/2025		01/31/2025	433.90
Account 47030 - Principal Repayments Totals							Invoice Transactions	1		\$433.90
Program 060000 - Main Totals							Invoice Transactions	1		\$433.90
Department 06 - Controller's Office Totals							Invoice Transactions	1		\$433.90
Fund 4439 - Food and Beverage Tax Totals							Invoice Transactions	1		\$433.90
Fund 4667 - Econ Dev LIT Bonds of 2022										
Department 06 - Controller's Office										
Program 08FIR1 - Fire Station 1										
Account 54510 - Other Capital Outlays										
8375 - Air Technology Solutions LLC	232211	08-Air Filtration units (14) for each bunk room in coordination	Paid by EFT # 63627		01/21/2025	01/21/2025	01/31/2025		01/31/2025	11,620.00
503 - Reed And Sons Construction, INC	REED-FS#1-RETAIN	08 - FS#1 Project-Pay App 7-Inv. 24488-Release of Bd Retainage	Paid by EFT # 63791		01/21/2025	01/21/2025	01/31/2025		01/31/2025	24,267.36
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	2		\$35,887.36
Program 08FIR1 - Fire Station 1 Totals							Invoice Transactions	2		\$35,887.36
Program 08FIR3 - Fire Station 3										
Account 54510 - Other Capital Outlays										
6985 - Martin Riley, INC	9368	08-Construction Administration-FS# 3 reno thru 12/31/24	Paid by EFT # 63755		01/21/2025	01/21/2025	01/31/2025		01/31/2025	5,200.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	1		\$5,200.00
Program 08FIR3 - Fire Station 3 Totals							Invoice Transactions	1		\$5,200.00
Program 08FIRL - Fire Logistics										
Account 54510 - Other Capital Outlays										
6985 - Martin Riley, INC	9369	08-Trng Ctr-Constr documents/schematic design thru 12/31/24	Paid by EFT # 63755		01/21/2025	01/21/2025	01/31/2025		01/31/2025	103,837.47
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	1		\$103,837.47
Program 08FIRL - Fire Logistics Totals							Invoice Transactions	1		\$103,837.47
Department 06 - Controller's Office Totals							Invoice Transactions	4		\$144,924.83
Fund 4667 - Econ Dev LIT Bonds of 2022 Totals							Invoice Transactions	4		\$144,924.83



Board of Public Works Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 6604 - Trash & Garbage Pickup (if operating mostly from user fees)										
Department 16 - Sanitation										
Program 160000 - Main										
Account 53210 - Telephone										
1079 - AT&T	849494015-010925	28-CH/off site fac-long distance chgs 01/09/2025-BAN #849494015	Paid by Check # 79612		01/22/2025	01/22/2025	01/22/2025		01/22/2025	10.38
Account 53210 - Telephone Totals									Invoice Transactions 1	\$10.38
Account 53240 - Freight / Other										
8511 - AaquaTools, INC	61775	16-cart washer repair	Paid by EFT # 63625		01/21/2025	01/21/2025	01/31/2025		01/31/2025	35.00
Account 53240 - Freight / Other Totals									Invoice Transactions 1	\$35.00
Account 53510 - Electrical Services										
223 - Duke Energy	19-01.17.25-FAC	19-Facilities electric billing -11/26/24-01/02/25	Paid by Check # 79620		01/22/2025	01/22/2025	01/22/2025		01/22/2025	149.68
Account 53510 - Electrical Services Totals									Invoice Transactions 1	\$149.68
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12887449-2010925	16-Sanitation-gas bill 12/05/24-01/03/25	Paid by Check # 79630		01/22/2025	01/22/2025	01/22/2025		01/22/2025	343.31
Account 53540 - Natural Gas Totals									Invoice Transactions 1	\$343.31
Account 53650 - Other Repairs										
8511 - AaquaTools, INC	61775	16-cart washer repair	Paid by EFT # 63625		01/21/2025	01/21/2025	01/31/2025		01/31/2025	546.64
Account 53650 - Other Repairs Totals									Invoice Transactions 1	\$546.64
Account 53920 - Laundry and Other Sanitation Services										
19171 - Vestis Group, INC (FKA Aramark)	4080162693	16-uniform rental (minus payroll ded)- 1-1-2025	Paid by EFT # 63832		01/21/2025	01/21/2025	01/31/2025		01/31/2025	6.48
19171 - Vestis Group, INC (FKA Aramark)	4080163693	16-uniform rental (minus payroll ded)- 01/08/2025	Paid by EFT # 63832		01/21/2025	01/21/2025	01/31/2025		01/31/2025	6.48
19171 - Vestis Group, INC (FKA Aramark)	4080163694	16-Mat Services - 01/08/2025	Paid by EFT # 63832		01/21/2025	01/21/2025	01/31/2025		01/31/2025	29.68
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 3	\$42.64
Account 53990 - Other Services and Charges										
4474 - Ken's Westside Service & Towing, LLC	25-0107-99402	16-Tow out of ditch truck 957-1/7/25	Paid by EFT # 63741		01/21/2025	01/21/2025	01/31/2025		01/31/2025	350.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$350.00
Program 160000 - Main Totals									Invoice Transactions 9	\$1,477.65
Department 16 - Sanitation Totals									Invoice Transactions 9	\$1,477.65
Fund 6604 - Trash & Garbage Pickup (if operating mostly from user fees) Totals									Invoice Transactions 9	\$1,477.65



Board of Public Works Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 7006 - Health Insurance Trust										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990.1201 - Other Services and Charges Health Insurance										
9375 - WEX Health INC (Chard, Snyder & Associates)	012125Wellness	12-January 2025 Wellness	Paid by EFT # 63851		01/21/2025	01/21/2025	01/21/2025		01/21/2025	27,373.81
9375 - WEX Health INC (Chard, Snyder & Associates)	012325HSA	12-HSA Employer Contributions - 1-23-25	Paid by EFT # 63854		01/23/2025	01/23/2025	01/23/2025		01/23/2025	27,750.00
Account 53990.1201 - Other Services and Charges Health Insurance Totals							Invoice Transactions	2		\$55,123.81
Program 120000 - Main Totals							Invoice Transactions	2		\$55,123.81
Department 12 - Human Resources Totals							Invoice Transactions	2		\$55,123.81
Fund 7006 - Health Insurance Trust Totals							Invoice Transactions	2		\$55,123.81
Fund 7008 - Insurance Voluntary Trust										
Department 12 - Human Resources										
Program 120000 - Main										
Account 47090.1282 - Employee Contributions Section 125 - DDC- Util										
9375 - WEX Health INC (Chard, Snyder & Associates)	012125checkre g	12-City/Util DDC	Paid by EFT # 63619		01/21/2025	01/21/2025	01/21/2025		01/21/2025	1,104.00
Account 47090.1282 - Employee Contributions Section 125 - DDC- Util Totals							Invoice Transactions	1		\$1,104.00
Account 53990.1271 - Other Services and Charges Section 125 - URM- City										
9375 - WEX Health INC (Chard, Snyder & Associates)	011625daily	12-City URM	Paid by EFT # 63615		01/21/2025	01/21/2025	01/21/2025		01/21/2025	115.00
9375 - WEX Health INC (Chard, Snyder & Associates)	011725daily	12-City/Util URM	Paid by EFT # 63616		01/21/2025	01/21/2025	01/21/2025		01/21/2025	42.11
9375 - WEX Health INC (Chard, Snyder & Associates)	011925daily	12-City URM	Paid by EFT # 63617		01/21/2025	01/21/2025	01/21/2025		01/21/2025	73.39
9375 - WEX Health INC (Chard, Snyder & Associates)	011825daily	12-City/Util URM	Paid by EFT # 63618		01/21/2025	01/21/2025	01/21/2025		01/21/2025	5.00
9375 - WEX Health INC (Chard, Snyder & Associates)	012125daily	12-City/Util URM	Paid by EFT # 63620		01/22/2025	01/22/2025	01/22/2025		01/22/2025	417.70
9375 - WEX Health INC (Chard, Snyder & Associates)	012225daily	12-City/Util URM	Paid by EFT # 63852		01/23/2025	01/23/2025	01/23/2025		01/23/2025	174.91
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals							Invoice Transactions	6		\$828.11
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City										
9375 - WEX Health INC (Chard, Snyder & Associates)	012125checkre g	12-City/Util DDC	Paid by EFT # 63619		01/21/2025	01/21/2025	01/21/2025		01/21/2025	31.35
9375 - WEX Health INC (Chard, Snyder & Associates)	012325checkre g	12-City DDC-1/23/25	Paid by EFT # 63853		01/23/2025	01/23/2025	01/23/2025		01/23/2025	540.00
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals							Invoice Transactions	2		\$571.35
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util										
9375 - WEX Health INC (Chard, Snyder & Associates)	011725daily	12-City/Util URM	Paid by EFT # 63616		01/21/2025	01/21/2025	01/21/2025		01/21/2025	65.23
9375 - WEX Health INC (Chard, Snyder & Associates)	011825daily	12-City/Util URM	Paid by EFT # 63618		01/21/2025	01/21/2025	01/21/2025		01/21/2025	190.98



Board of Public Works Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 7008 - Insurance Voluntary Trust										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util										
9375 - WEX Health INC (Chard, Snyder & Associates)	012125daily	12-City/Util URM	Paid by EFT # 63620		01/22/2025	01/22/2025	01/22/2025		01/22/2025	110.00
9375 - WEX Health INC (Chard, Snyder & Associates)	012225daily	12-City/Util URM	Paid by EFT # 63852		01/23/2025	01/23/2025	01/23/2025		01/23/2025	60.00
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals							Invoice Transactions	4		\$426.21
Program 120000 - Main Totals							Invoice Transactions	13		\$2,929.67
Department 12 - Human Resources Totals							Invoice Transactions	13		\$2,929.67
Fund 7008 - Insurance Voluntary Trust Totals							Invoice Transactions	13		\$2,929.67
Fund 7702 - Garage (where reimbursed for services from other departments)										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52230 - Garage and Motor Supplies										
50605 - Bauer Built, INC	360150690	17 - (2) tires for 343	Paid by EFT # 63645		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,592.86
4693 - Monroe County Tire & Supply, INC	075621	17 - (2) tires for 518	Paid by EFT # 63765		01/21/2025	01/21/2025	01/31/2025		01/31/2025	110.50
4693 - Monroe County Tire & Supply, INC	075628	17 - replace RF tire & fluid valve stem for titan loader dozer	Paid by EFT # 63765		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,287.29
Account 52230 - Garage and Motor Supplies Totals							Invoice Transactions	3		\$2,990.65
Account 52240 - Fuel and Oil										
7854 - Premier AG CO-OP, INC (Premier Energy)	21027	17-fuel-B5 PDX4 Clear Winter on Road(7,369 gallons)-1/8/25	Paid by EFT # 63784		01/21/2025	01/21/2025	01/31/2025		01/31/2025	22,032.57
9072 - Sunoco LP (Sunoco, LLC)	50047335	17 - unleaded and diesel fuel - 1/14/2025	Paid by EFT # 63814		01/21/2025	01/21/2025	01/31/2025		01/31/2025	21,988.00
Account 52240 - Fuel and Oil Totals							Invoice Transactions	2		\$44,020.57
Account 52320 - Motor Vehicle Repair										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1KY1-Y1T7-F3DK	17 - pump repair kit	Paid by EFT # 63632		01/21/2025	01/21/2025	01/31/2025		01/31/2025	123.39
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1DCR-97DX-DFGQ	17 - motor replacement part for gear motor #4000	Paid by EFT # 63632		01/21/2025	01/21/2025	01/31/2025		01/31/2025	597.95
455 - Industrial Service & Supply, INC	85169	17 - 2250psi w/p hose, steel ferrule, Swivel female 45deg & stem	Paid by EFT # 63731		01/21/2025	01/21/2025	01/31/2025		01/31/2025	282.15
455 - Industrial Service & Supply, INC	85197	17 - M/F Firg 1/2 NPT for 4000	Paid by EFT # 63731		01/21/2025	01/21/2025	01/31/2025		01/31/2025	664.02
796 - Interstate Battery System of Bloomington, INC	11887422	17 - SRM-24 battery	Paid by EFT # 63734		01/21/2025	01/21/2025	01/31/2025		01/31/2025	101.16



Board of Public Works Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 7702 - Garage (where reimbursed for services from other departments)										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52320 - Motor Vehicle Repair										
796 - Interstate Battery System of Bloomington, INC	10983	17 - MT-58 battery for 208	Paid by EFT # 63734		01/21/2025	01/21/2025	01/31/2025		01/31/2025	107.16
796 - Interstate Battery System of Bloomington, INC	401310967	17 - batteries-MTP-55HD, MTX-94R/H7	Paid by EFT # 63734		01/21/2025	01/21/2025	01/31/2025		01/31/2025	534.20
4439 - JX Enterprises, INC	27409554P	17 - Poly 8 ribs x 2430 end & Tensioner belt for 438	Paid by EFT # 63740		01/21/2025	01/21/2025	01/31/2025		01/31/2025	73.10
4439 - JX Enterprises, INC	27409646P	17 - #4221 Compressor tube, connector, plain adapter, cap screw	Paid by EFT # 63740		01/21/2025	01/21/2025	01/31/2025		01/31/2025	166.53
4439 - JX Enterprises, INC	27409152P	17 - #4221 tube, connector, screws, washers, valve	Paid by EFT # 63740		01/21/2025	01/21/2025	01/31/2025		01/31/2025	177.49
4439 - JX Enterprises, INC	27409553P	17 - Valve modulating brake for 1241	Paid by EFT # 63740		01/21/2025	01/21/2025	01/31/2025		01/31/2025	221.99
4439 - JX Enterprises, INC	27409086P	17 - sensors, screws, clamps, hose, exhaust kit for 4221	Paid by EFT # 63740		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,987.88
8658 - Kleindorfer's Hardware LLC	796922	17 - 1 1/2 street 90deg, 1 1/2 gate valve & 1 1/2 barb fitting	Paid by EFT # 63744		01/21/2025	01/21/2025	01/31/2025		01/31/2025	38.67
53385 - O'Reilly Automotive Stores, INC	1903-489067	17 - Wiper blades & winter fuel mix for stock	Paid by Check # 79649		01/21/2025	01/21/2025	01/31/2025		01/31/2025	75.62
53385 - O'Reilly Automotive Stores, INC	1903-488182	17 - megacrimp for inventory	Paid by Check # 79649		01/21/2025	01/21/2025	01/31/2025		01/31/2025	104.28
53385 - O'Reilly Automotive Stores, INC	1903-488462	17 - Megacrimps for inventory	Paid by Check # 79649		01/21/2025	01/21/2025	01/31/2025		01/31/2025	294.90
53385 - O'Reilly Automotive Stores, INC	1903-488728	17 - megacrimps and hyd fitting for inventory	Paid by Check # 79649		01/21/2025	01/21/2025	01/31/2025		01/31/2025	509.82
54351 - Sternberg, INC	986084	17 - Clamp for 431	Paid by EFT # 63811		01/21/2025	01/21/2025	01/31/2025		01/31/2025	48.73
54351 - Sternberg, INC	986172	17 - Wipers for 429	Paid by EFT # 63811		01/21/2025	01/21/2025	01/31/2025		01/31/2025	460.26
950 - Tri-State Bearing Co, INC	1456710-00	17 - bearing for 444	Paid by EFT # 63828		01/21/2025	01/21/2025	01/31/2025		01/31/2025	12.24
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NV0714	17 - New CV Axle for 1215	Paid by EFT # 63847		01/21/2025	01/21/2025	01/31/2025		01/31/2025	132.23
Account 52320 - Motor Vehicle Repair Totals									Invoice Transactions 21	\$6,713.77



Board of Public Works Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 7702 - Garage (where reimbursed for services from other departments)										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52420 - Other Supplies										
7083 - Alro Steel Corporation	FAB5259CB	17 - steel plates and tubing for shop, misc steel for shop table	Paid by EFT # 63631		01/21/2025	01/21/2025	01/31/2025		01/31/2025	402.61
7083 - Alro Steel Corporation	FAC6182LV	17 - (1) 1/2 A-36 steel plates for shop	Paid by EFT # 63631		01/21/2025	01/21/2025	01/31/2025		01/31/2025	643.01
7083 - Alro Steel Corporation	FAC6181IN	17 - steel plates and tubing for shop	Paid by EFT # 63631		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,142.37
8181 - Lawson Products, INC	9312130670	17 - Hex cap screw grade 8 YZ for shop	Paid by EFT # 63749		01/21/2025	01/21/2025	01/31/2025		01/31/2025	43.89
8181 - Lawson Products, INC	9312123451	17 - misc shop supplies screws, zip ties wire and etc	Paid by EFT # 63749		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,679.36
Account 52420 - Other Supplies Totals									Invoice Transactions 5	\$3,911.24
Account 53210 - Telephone										
1079 - AT&T	849494015-010925	28-CH/off site fac-long distance chgs 01/09/2025-BAN #849494015	Paid by Check # 79612		01/22/2025	01/22/2025	01/22/2025		01/22/2025	7.48
Account 53210 - Telephone Totals									Invoice Transactions 1	\$7.48
Account 53510 - Electrical Services										
223 - Duke Energy	19-01.17.25-FAC	19-Facilities electric billing -11/26/24-01/02/25	Paid by Check # 79620		01/22/2025	01/22/2025	01/22/2025		01/22/2025	268.94
Account 53510 - Electrical Services Totals									Invoice Transactions 1	\$268.94
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	13041931-0011325	17-Fleet Maint - gas bill 12/07/24-07/07/25	Paid by Check # 79630		01/22/2025	01/22/2025	01/22/2025		01/22/2025	494.49
Account 53540 - Natural Gas Totals									Invoice Transactions 1	\$494.49
Account 53620 - Motor Repairs										
4474 - Ken's Westside Service & Towing, LLC	25-0106-99317	17- tow plow truck Unit #441-1/6/25	Paid by EFT # 63741		01/21/2025	01/21/2025	01/31/2025		01/31/2025	325.00
Account 53620 - Motor Repairs Totals									Invoice Transactions 1	\$325.00
Account 53920 - Laundry and Other Sanitation Services										
19171 - Vestis Group, INC (FKA Aramark)	4080163688	17-uniform rental (minus payroll ded)-1/8/25	Paid by EFT # 63832		01/21/2025	01/21/2025	01/31/2025		01/31/2025	49.31
19171 - Vestis Group, INC (FKA Aramark)	4080162689	17 - mat rentals and shop towels-01/01/2025	Paid by EFT # 63832		01/21/2025	01/21/2025	01/31/2025		01/31/2025	93.34



Board of Public Works Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 7702 - Garage (where reimbursed for services from other departments)										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 53920 - Laundry and Other Sanitation Services										
19171 - Vestis Group, INC (FKA Aramark)	4080163689	17 - mat rentals and shop towels- 01/08/2025	Paid by EFT # 63832		01/21/2025	01/21/2025	01/31/2025		01/31/2025	93.34
19171 - Vestis Group, INC (FKA Aramark)	4080162688	17-uniform rental (minus payroll ded)- 1/1/25	Paid by EFT # 63832		01/21/2025	01/21/2025	01/31/2025		01/31/2025	222.97
Account 53920 - Laundry and Other Sanitation Services Totals							Invoice Transactions	4		\$458.96
Program 170000 - Main Totals							Invoice Transactions	39		\$59,191.10
Department 17 - Fleet Maintenance Totals							Invoice Transactions	39		\$59,191.10
Fund 7702 - Garage (where reimbursed for services from other departments) Totals							Invoice Transactions	39		\$59,191.10
Grand Totals							Invoice Transactions	259		\$3,496,348.31

REGISTER OF CLAIMS
Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
01/31/25	Claims				\$3,496,348.31

\$3,496,348.31

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 \$3,496,348.31

Dated this 28th day of January year of 2025.

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 _____