

# **Board of Public Works Meeting**

## **May 20, 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](http://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](mailto: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.

**AGENDA**  
**BOARD OF PUBLIC WORKS**  
**May 20, 2025**

A Regular Meeting of the Board of Public Works will be held **Tuesday May 20, 2025, at 5:30 p.m.** in the Council Chambers (RM# 115) of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana and via Zoom by using the following link

<https://bloomington.zoom.us/j/85789965457?pwd=nva26kraMauCIMI4tiSbc224naYDOI.1>

Meeting ID: 857 8996 5457 Passcode: 628814

**I. MESSAGES FROM BOARD MEMBERS**

**II. PETITIONS AND REMONSTRANCES**

**III. TITLE VI ABATEMENTS**

1. 1600 W. 3<sup>rd</sup> Street
2. 304 N. Hopewell Street

**IV. CONSENT AGENDA**

1. Approval of Minutes 02.10.2025
2. Approval of Minutes 02.25.2025
3. Resolution 2025-028 Allen Street Mural Painting
4. Resolution 2025-036 Dirt Fest
5. Resolution 2025-037 Eclaras Impact Market
6. Resolution 2025-038 Pushcart License for Big Dawg Cart
7. Approval of Payroll

**V. NEW BUSINESS**

1. Approve Change Order Package with Change Orders 1-3 for Winslow, Rogers Resurfacing
2. Approve Temporary Use of Right-of-Way for Construction at Kohr Community Flats
3. Approve Lane and Road Closures for Arlington Multifamily Project
4. Approve Temporary Road Closures for Hub II Utility Relocation
5. Approve Addendum #1 to BFD Logistics Center with Weddle Brothers
6. Approve Closure Request for Poplar Development
7. Approve Amendment 1 to Contract for City Hall Lighting Replacement with Innovasol
8. Approve Contract with Renascent, Inc. for Demolition of Awning at Street Division
9. Revocation of Agreement for Kirkwood Sidewalk Project with Wise Building Solutions

**VI. STAFF REPORTS & OTHER BUSINESS**

**VII. APPROVAL OF CLAIMS**

**VIII. ADJOURNMENT**

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 Miranda Beaver, Public Works Departmental Accessibility contact at [miranda.beaver@bloomington.in.gov](mailto:miranda.beaver@bloomington.in.gov) or 812.349.3411 and provide your name, contact information, and a link to or description of the document or web page you are having problems with.

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

# Staff Report

**To: Board of Public Works**

**From: Kenny Liford, HAND, and Taylor Brown, Assistant City Attorney**

**Date: May 20, 2025**

**Re: Request to abate property at 1600 W. 3<sup>rd</sup> Street, Bloomington, Indiana**

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## **Attachments:**

1. Notice(s) of Violation Issued on March 18, 2025; March 27, 2025; April 3, 2025; and April 9, 2025
2. Photograph(s) of the property
3. GIS Property Report Card
4. Order for Abatement (proposed)

## **Facts:**

1. BMC § 6.06.020 makes it unlawful “for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.”
2. On March 18, 2025, a HAND Neighborhood Compliance Officer inspected the property located at 1600 W. 3<sup>rd</sup> Street, Bloomington, Indiana (the “Property”) and issued a Notice of Violation for deposit of garbage, recyclable materials, or yard waste in violation of BMC § 6.06.020 (the “CODET62025-03-3871 (1600 W 3rd ST Bloomington, IN 47404)”).
3. On March 27, April 3, and April 9, a Neighborhood Compliance Officer re-inspected the Property and issued additional Notices of Violation for the garbage, recyclable materials, or yard waste on the Property in violation of BMC § 6.06.020 (the March 18 NOV and Notices of Violation issued on March 27, April 3, and April 9 are collectively the “NOVs”).
4. The NOVs were issued to North Fork Holdings, LLC (the “Owner”), the owner of the Property.
5. The violations have not been corrected and the NOVs were not appealed.
6. The NOVs were posted in a conspicuous place at the Property in accordance with BMC § 6.06.070(b).
7. The Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC § 6.06.080(b).
8. The abatement order should be continuous.

## **Status of the Property and Reason for Abatement:**

The Property remains out of compliance. Garbage remains thrown, placed and scattered on the property. The Property needs to be abated to eliminate the violation and public nuisance.

## **Staff Recommendation:**

Staff recommends that the Property be abated as soon as reasonably possible and that the order be continuous in nature.

# City of Bloomington's Board of Public Works

## Order Of Abatement for NOV

### (deposit of garbage)

This matter is before the Board of Public Works for Abatement of Notice of Violations issued March 18, 2025; March 27, 2025; April 3, 2025; and April 9, 2025 (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, May 20, 2025.

The Board of Public Works now finds as follows:

1. North Fork Holdings, LLC (Hereinafter the "Owner") owns the real estate located at 1600 W. 3<sup>rd</sup> Street, Bloomington, IN 47404, under parcel number 53-05-32-300-042.000-005 and whose legal description is 013-10550-00 PT SW SW 32-9-1W 1.927A PLAT 38 (Hereinafter the "Property").
2. On March 18, 2025; March 27, 2025; April 3, 2025; and April 9, 2025, City of Bloomington Neighborhood Compliance Officer, issued NOV after personally observing garbage, recyclable materials and yard waste deposited on the Property in violation of BMC § 6.06.020.
3. The NOV were properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV were not appealed.
5. The violation(s) cited in the NOV were not remedied.
6. Notice of the City's request to abate the Property was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

After reviewing all of the evidence and testimony presented, the Board of Public Works hereby Orders as follows:

1. The City, via either its employees or a third-party private contractor hired by the City, is authorized to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, the City, via either its employees or a third-party contractor hired by the City, is authorized to enter into and onto the Property to remove any and all garbage, recyclable materials and yard waste as those terms are defined in Chapter 6.06 of the City of Bloomington Municipal Code.
2. The City shall bill the Owner for all associated costs of abatement. The Owner shall remit payment in full no later than ten days from receipt of the bill.
3. If the Owner fails to comply with paragraph 2 above, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for the Property.
4. **CONTINUOUS ABATEMENT:** In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, this Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT**. The City is hereby authorized to abate any further ordinance violations of Chapter 6.06 of the City of Bloomington Municipal Code at

this Property concerning deposit of garbage without notice or a hearing in front of this Board while this Order remains in effect.

5. **THIS ABATEMENT ORDER SHALL CONTINUE FOR TWELVE MONTHS AND EXPIRES ON THE 20TH DAY OF MAY, 2026.**
6. Public Works shall notify the Owner of this Order and HAND shall post this Order on the Property at the time of abatement.
7. All appeals from the Board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

**So Ordered this 20th Day of May, 2025.**

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Kyla Cox Deckard, President  
Board of Public Works  
City of Bloomington



**City of Bloomington  
Public Works Department**

May 21, 2025

North Fork Holdings LLC  
1906 E. Battlefield St.  
Springfield, MO 65804

Re: Property located at 1600 W. 3<sup>rd</sup> Street, Bloomington, IN

Dear North Fork Holdings LLC,

On May 20, 2025 the City of Bloomington Board of Public Works met and considered the Department of Housing and Neighborhood Developments (HAND) request to enter the property at 1600 W 3<sup>rd</sup> Street (parcel # 53-05-32-300-042.000-005 , legal description 013-10550-00 PT SW SW 32-9-1W 1.927A PLAT 38) to abate a violation of the Bloomington Municipal Code 6.06.020, which makes it unlawful for any person to throw, place, or scatter any garbage, rubbish, trash, or other refuse over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, rubbish, trash or other refuse to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove it. At that meeting the Board did grant HAND the right to enter the property to abate the violation. Once the abatement is complete you will be billed for all associated cost.

Pursuant to BMC 6.06.080 once the abatement is complete you have 10 (ten) days to pay the bill. After that time a lien on your property will be placed with the Monroe County Auditor. You may contest this order of abatement or billing in the Monroe County Circuit Courts, but must do so within ten (10) days of the abatement order being issued.

**The Board's Order is continuous and shall remain in effect until March 18, 2026.** This continuous abatement notice serves as notice that each subsequent violation of this chapter may be abated by the city or its private third-party contractors.

Regards,

Adam Wason  
Director



On 03/18/2025, 03/27/2025, 04/03/2025, 04/09/2025 the Housing & Neighborhood Development Department (HAND) issued tickets for the following violation(s) of the City of Bloomington Municipal Code:

- ☐ 6.04.110 - Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk so as to be visible from the street more than twenty-four hours prior to the time when such refuse, yard waste or recycling is to be collected and it shall be removed from the street or sidewalk on the same day as the collection is made.
- ☒ 6.06.020 - It is unlawful for any person to throw, place, or scatter any garbage, rubbish, trash, or other refuse over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, rubbish, trash or other refuse to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.
- ☐ 6.06.050 - It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

These tickets were issued to the property located at 1600 W. 3<sup>rd</sup> Street. The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation.

This request is for a **continuous abatement through (03/18/2025-03/18/2026)**.

BPW Meeting Date: 05/20/2025

Property Owner: Northfolk Holdings

Owner Address: 1591 Imperial Ctr, Suite 200, West Plains MO 65775

Is this a rental? No

Agent: N/A

Property Address: 1600 W. 3<sup>rd</sup> Street, Bloomington, IN 47404

Parcel Number: 53-05-32-300-042.000-005

Legal Description: 013-10550-00 PT SW SW 32-9-1 W 1.927A; Plat 38

# Monroe County, IN

## Form 11

53-05-32-300-042.000-005 (PDF)

## Scanned PRC

2025 Property Record Card (PDF)

## Summary

Parcel Number	53-05-32-300-042.000-005
Alt Parcel Number	013-10550-00
Property Address	1600 W 3rd ST Bloomington IN 47404
Property Class	Vacant Land
Class Code	400
Nbhd Code	53005071-005
Neighborhood	35 BLOOMINGTON CITY - COM - A
Legal Description	013-10550-00 PT SW SW 32-9-1W 1.927A PLAT 38
Township	BLOOMINGTON TOWNSHIP
Corporation	MONROE COUNTY COMMUNITY
Taxing District	005 - BLOOMINGTON CITY-BLOOMINGTON T

[View Map](#)

## Owners

North Fork Holdings LLC  
19085 E Battlefield St  
Springfield, MO 65804

## Land

Land Type	Acres	Dimensions
11 - PRIMARY	1.5	
12 - SECONDARY	0.43	

## Transfer of Ownership

Date	Name	Document	Deed Type	Sale Price
6/24/2021	North Fork Holdings LLC	2021012088	LW	\$950,000
9/2/2020	Veera Enterprise LLC	2020014165	TR	\$625,000
9/14/2015	Curry, Curtis C Trust (QTIP)		TD	\$0
3/1/2004	Bank One Bloomington Na & Curry, Barbara A Trustee	0	CO	\$0
6/5/1996	CURRY, BARBARA A	0	MI	\$0
3/2/1972	CURRY, CURTIS C	0	MI	\$0
1/1/1900	BROWN, EVA R	0	MI	\$0
1/1/1900	UNKNOWN		WD	\$0

## Valuation Record

Assessed Year	2025	2024	2023	2022	2021
Assessment Date	2025-04-12	2024-04-12	2023-04-06	2022-04-08	2021-03-19
Reason for Change	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment
Land	\$1,927,000.00	\$770,800.00	\$770,800.00	\$770,800.00	\$462,500.00
Improvements	\$0.00	\$0.00	\$0.00	\$212,300.00	\$153,800.00
Total Valuation	\$1,927,000.00	\$770,800.00	\$770,800.00	\$983,100.00	\$616,300.00

## Sales Disclosures

2021 Sales Disclosure (PDF)

2020 Sales Disclosure (PDF)


## Sales

Sale Date	Sale Price	Buyer Name	Seller Name
6/21/2021	\$950,000	NORTH FORK HOLDINGS LLC	Veera Enterprise LLC
8/31/2020	\$625,000	SANDEEP SHAH	LORNE AUBIN


## Recent Sales in Area

Sale date range:

From:

05 / 07 / 

To:

05 / 07 / 

Search Sales by Neighborhood

Distance:

1500

Units:

Feet



Search Sales by Distance

## Public Utilities

Water N  
 Sewer N  
 Gas N  
 Electricity N  
 All Y

## Tax History

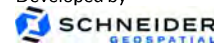
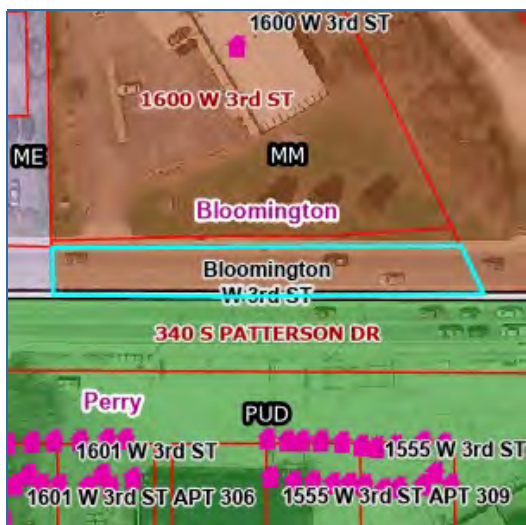
Tax Year	2024 Pay 2025	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021
+ Spring Tax	\$7,907.25	\$8,176.26	\$9,973.55	\$6,401.51	\$6,529.94
+ Spring Penalty	\$0.00	\$817.63	\$0.00	\$0.00	\$0.00
+ Spring Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Tax	\$7,907.25	\$8,176.26	\$9,973.55	\$6,401.51	\$6,529.94
+ Fall Penalty	\$0.00	\$817.63	\$498.68	\$320.08	\$0.00
+ Fall Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Tax	\$8,176.26	\$9,973.55	\$6,401.51	\$0.00	\$6,695.14
+ Delq NTS Pen	\$817.63	\$997.36	\$320.08	\$0.00	\$334.76
+ Delq TS Tax	\$8,176.26	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq TS Pen	\$1,814.99	\$0.00	\$0.00	\$0.00	\$0.00
+ Other Assess	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PTRC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HMST Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Circuit Breaker	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Over 65 CB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>= Charges</b>	<b>\$34,799.64</b>	<b>\$28,958.69</b>	<b>\$27,167.37</b>	<b>\$13,123.10</b>	<b>\$20,089.78</b>
- Surplus Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Credits	(\$18,985.14)	(\$9,973.55)	(\$16,695.14)	(\$6,401.51)	(\$20,089.78)
<b>= Total Due</b>	<b>\$15,814.50</b>				

## Pay Tax Bill

Pay tax Bill

## Low Tax Info

Low Tax Info









City of Bloomington  
Housing and Neighborhood  
Development (HAND)  
bloomington.in.gov

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

Phone: (812) 349-3420  
Fax: (812) 349-4582  
hand@bloomington.in.gov

Case #: CODET62025-03-3871  
Date Opened: 3/18/2025  
Inspector: 208



## Notice of Violation

1600 W 3rd ST  
Bloomington IN 47404  
53-05-32-300-042.000-005

### Owner

North Fork Holdings LLC  
1906 E Battlefield RD  
Springfield MO 65804

Violation(s):

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### 6.06.020 - Deposit of garbage

It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.

### Warning

**Corrective Action:** Clean up and remove all scattered trash from all areas of the property

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1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address listed above. **Please make check/money order payable to "The City of Bloomington." All fines listed above may be contested in the Monroe County Circuit Courts.**
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.

Cases in Current Cycle (Aug - Aug):

Case	Opened	Closed	Description
<a href="#">CODET62025-04-3912</a>	4/9/2025		
<a href="#">CODET62025-04-3901</a>	4/3/2025		
<a href="#">CODET62025-03-3887</a>	3/27/2025		
<a href="#">CODET62025-03-3871</a>	3/18/2025		



City of Bloomington  
Housing and Neighborhood  
Development (HAND)  
bloomington.in.gov

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

Phone: (812) 349-3420  
Fax: (812) 349-4582  
hand@bloomington.in.gov

Case #: CODET62025-03-3887  
Date Opened: 3/27/2025  
Inspector: 208



## Notice of Violation

1600 W 3rd ST  
Bloomington IN 47404  
53-05-32-300-042.000-005

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North Fork Holdings LLC  
1906 E Battlefield RD  
Springfield MO 65804

Violation(s):

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### 1st Violation \$50.00

**Corrective Action:** Clean up and remove all scattered trash from all areas of the property.

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3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
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Case #: CODET62025-04-3901  
Date Opened: 4/3/2025  
Inspector: 208



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Bloomington IN 47404  
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Violation(s):

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### 2nd Violation \$100.00

**Corrective Action:** Clean up and remove all loose and scattered trash from all areas of this property.

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---

### 6.06.020 - Deposit of garbage

It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.

### 3rd Violation \$150.00

**Corrective Action:** Clean up and remove all loose and scattered trash from all areas of the property.

This property will taken before the Board of Public Works to ask permission for a continuous abatement.

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1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address listed above. **Please make check/money order payable to "The City of Bloomington." All fines listed above may be contested in the Monroe County Circuit Courts.**
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.

Cases in Current Cycle (Aug - Aug):

Case	Opened	Closed	Description
<a href="#">CODET62025-04-3912</a>	4/9/2025		
<a href="#">CODET62025-04-3901</a>	4/3/2025		
<a href="#">CODET62025-03-3887</a>	3/27/2025		
<a href="#">CODET62025-03-3871</a>	3/18/2025		

# Staff Report

**To: Board of Public Works**

**From: Kenny Liford, HAND and Taylor Brown, Assistant City Attorney**

**Date: May 20, 2025**

**Re: Request to abate property at 304 N. Hopewell Street, Bloomington, Indiana**

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## **Attachments:**

1. Notice(s) of Violation Issued on February 12, 2025; February 13, 2025; March 18, 2025; March 27, 2025; and April 9, 2025
2. Photograph(s) of the property
3. GIS Property Report Card
4. Order for Abatement (proposed)

## **Facts:**

1. BMC § 6.06.020 makes it unlawful “for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.”
2. On February 12, a HAND Neighborhood Compliance Officer inspected the property located at 304 N. Hopewell Street, Bloomington, Indiana (the “Property”) and issued a Notice of Violation for deposit of garbage, recyclable materials, or yard waste in violation of BMC § 6.06.020 (the “CODET62025-02-3736 (304 N Hopewell ST Bloomington, IN 47404)”).
3. On February 13, March 18, March 27, and April 9, a Neighborhood Compliance Officer re-inspected the Property and issued additional Notices of Violation for the garbage, recyclable materials, or yard waste on the Property in violation of BMC § 6.06.020 (the February 12 NOV and Notices of Violation issued on February 13, March 18, March 27, and April 9 are collectively the “NOVs”).
4. The NOVs were issued to Coleen Grubb (the “Owner”), the owner of the Property.
5. The violations have not been corrected and the NOVs were not appealed.
6. The NOVs were posted in a conspicuous place at the Property in accordance with BMC § 6.06.070(b).
7. The Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC § 6.06.080(b).
8. The abatement order should be continuous.

## **Status of the Property and Reason for Abatement:**

The Property remains out of compliance. Garbage remains thrown, placed and scattered on the property. The Property needs to be abated to eliminate the violation and public nuisance.

## **Staff Recommendation:**

Staff recommends that the Property be abated as soon as reasonably possible and that the order be continuous in nature.

# City of Bloomington's Board of Public Works

## Order Of Abatement for NOV

### (deposit of garbage)

This matter is before the Board of Public Works for Abatement of Notice of Violations issued February 12, 2025; February 13, 2025; March 18, 2025; March 27, 2025; and April 9, 2025, (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, May 20, 2025.

The Board of Public Works now finds as follows:

1. Coleen Grubb (Hereinafter the "Owner") owns the real estate located at 304 N. Hopewell Street, Bloomington, IN 47404, under parcel number 53-05-32-302-001.000-005 and whose legal description is 013-04310-00 HABITAT LOT 60A.185A (Hereinafter the "Property").
2. On February 12, 2025; February 13, 2025; March 18, 2025; March 27, 2025; and April 9, 2025, City of Bloomington Neighborhood Compliance Officer issued NOV after personally observing garbage, recyclable materials and yard waste deposited on the Property in violation of BMC § 6.06.020.
3. The NOV were properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV were not appealed.
5. The violation(s) cited in the NOV were not remedied.
6. Notice of the City's request to abate the Property was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

After reviewing all of the evidence and testimony presented, the Board of Public Works hereby Orders as follows:

1. The City, via either its employees or a third-party private contractor hired by the City, is authorized to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, the City, via either its employees or a third-party contractor hired by the City, is authorized to enter into and onto the Property to remove any and all garbage, recyclable materials and yard waste as those terms are defined in Chapter 6.06 of the City of Bloomington Municipal Code.
2. The City shall bill the Owner for all associated costs of abatement. The Owner shall remit payment in full no later than ten days from receipt of the bill.
3. If the Owner fails to comply with paragraph 2 above, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for the Property.
4. **CONTINUOUS ABATEMENT:** In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, this Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT**. The City is hereby authorized to abate any further ordinance violations of Chapter 6.06 of the City of Bloomington Municipal Code at

this Property concerning deposit of garbage without notice or a hearing in front of this Board while this Order remains in effect.

5. **THIS ABATEMENT ORDER SHALL CONTINUE FOR TWELVE MONTHS AND EXPIRES ON THE 20TH DAY OF MAY, 2026.**
6. Public Works shall notify the Owner of this Order and HAND shall post this Order on the Property at the time of abatement.
7. All appeals from the Board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

**So Ordered this 20th Day of May, 2025.**

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Kyla Cox Deckard, President  
Board of Public Works  
City of Bloomington



**City of Bloomington  
Public Works Department**

May 21, 2025

Colleen Grubb  
304 N Hopewell Street  
Bloomington, IN 47404

Re: Property located at 304 N. Hopewell Street

Dear Colleen Grubb,

On May 20, 2025 the City of Bloomington Board of Public Works met and considered the Department of Housing and Neighborhood Developments (HAND) request to enter the property at 304 N Hopewell Street (parcel #53-05-32-302-001.000-005, legal description 013-04310-00 HABITAT LOT 60A .185A) to abate a violation of the Bloomington Municipal Code 6.06.020, which makes it unlawful for any person to throw, place, or scatter any garbage, rubbish, trash, or other refuse over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, rubbish, trash or other refuse to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove it. At that meeting the Board did grant HAND the right to enter the property to abate the violation. Once the abatement is complete you will be billed for all associated cost.

Pursuant to BMC 6.06.080 once the abatement is complete you have 10 (ten) days to pay the bill. After that time a lien on your property will be placed with the Monroe County Auditor. You may contest this order of abatement or billing in the Monroe County Circuit Courts, but must do so within ten (10) days of the abatement order being issued.

**The Board's Order is continuous and shall remain in effect until February 13, 2026.** This continuous abatement notice serves as notice that each subsequent violation of this chapter may be abated by the city or its private third-party contractors.

Regards,

Adam Wason  
Director



On 02/13/2025, 03/18/2025, 03/27/2025, 04/09/2025 the Housing & Neighborhood Development Department (HAND) issued tickets for the following violation(s) of the City of Bloomington Municipal Code:

- ☐ 6.04.110 - Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk so as to be visible from the street more than twenty-four hours prior to the time when such refuse, yard waste or recycling is to be collected and it shall be removed from the street or sidewalk on the same day as the collection is made.
- ☒ 6.06.020 - It is unlawful for any person to throw, place, or scatter any garbage, rubbish, trash, or other refuse over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, rubbish, trash or other refuse to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.
- ☐ 6.06.050 - It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

These tickets were issued to the property located at 304 N. Hopewell Street. The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation.

This request is for a **continuous abatement through (02/13/2025-02/13/2026).**

BPW Meeting Date: 05/20/2025

Property Owner: Coleen Grubb

Owner Address: 304 N. Hopewell Street

Is this a rental? No

Agent: N/A

Property Address: 304 N. Hopewell street

Parcel Number: 53-05-32-302-001.000-005

Legal Description: 013-04310-00 Habitat lot 60A.185A

# Monroe County, IN

## Form 11

53-05-32-302-001.000-005 (PDF)

## Scanned PRC

2025 Property Record Card (PDF)

## Summary



**Parcel Number** 53-05-32-302-001.000-005  
**Alt Parcel Number** 013-04310-00  
**Property Address** 304 N Hopewell ST  
Bloomington IN 47404  
**Property Class** 1 Family Dwell - Platted Lot  
**Class Code** 510  
**Nbhd Code** 53005133-005  
**Neighborhood** 1312B Trending 2008 - A  
**Legal Description** 013-04310-00 HABITAT LOT 60A .185A  
**Township** BLOOMINGTON TOWNSHIP  
**Corporation** MONROE COUNTY COMMUNITY  
**Taxing District** 005 - BLOOMINGTON CITY-BLOOMINGTON T

[View Map](#)

## Owners

Grubb, Coleen  
304 N Hopewell St  
Bloomington, IN 47404

## Land

Land Type	Acres	Dimensions
9 - HOMESITE	0.19	

## Transfer of Ownership

Date	Name	Document	Deed Type	Sale Price
3/16/1993	GRUBB, COLEEN	0	MI	\$0
9/9/1992	HABITAT FOR HUMANITY OF MONROE COUNT	0	MI	\$0
2/22/1977	BOOKWALTER,EARL L & WANNETA L	0	MI	\$0
1/1/1900	NEAL,ROLLA A & ROXIE J	0	MI	\$0
1/1/1900	UNKNOWN		WD	\$0


## Valuation Record

Assessed Year	2025	2024	2023	2022	2021
Assessment Date	2025-04-12	2024-04-12	2023-04-06	2022-04-08	2021-03-19
Reason for Change	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment
Land	\$33,300.00	\$33,300.00	\$32,000.00	\$32,000.00	\$32,000.00
Improvements	\$85,800.00	\$84,200.00	\$82,300.00	\$73,700.00	\$67,600.00
Total Valuation	\$119,100.00	\$117,500.00	\$114,300.00	\$105,700.00	\$99,600.00


## Recent Sales in Area

## Sale date range:

From:

05 / 07 / 

To:

05 / 07 / 

Search Sales by Neighborhood

Distance:

1500

Units:

Feet



Search Sales by Distance

## Public Utilities

Water N  
Sewer N  
Gas N  
Electricity N  
All Y

## Exterior Features

Exterior Feature	Size/Area
Wood Deck	24
Wood Deck	16

## Summary of Improvements

Buildings	Grade	Condition	Construction Year	Effective Year	Area
Single-Family R 01	D	A	1993	1993	1040
Utility Shed 01	D	F	1999	1999	80
Utility Shed 02	D	F	1999	1999	80

## Residential Dwellings

Building Type Single-Family R 01  
Bed Rooms 3  
Finished Rooms 4  
Full Baths 1  
Half Baths 0

Total Bath Fixtures 3  
Heat Type Central Warm Air  
Fireplaces 0  
Garage Sqft 0

Floor	Construction	Base Area	Finished Area
C		1040	0
1	Wood Frame	1040	1040

## Tax Deductions

Year	Type	Amount
2021 Pay 2022	Standard Hmst	\$45,000
2021 Pay 2022	Supplemental HSC	\$19,110
2021 Pay 2022	Vet Partial Disa	\$24,960
2021 Pay 2022	Vet Total Disabi	\$7,530
2020 Pay 2021	Standard Hmst	\$45,000
2020 Pay 2021	Supplemental HSC	\$11,410
2020 Pay 2021	Vet Partial Disa	\$18,190
2019 Pay 2020	Standard Hmst	\$44,220
2019 Pay 2020	Supplemental HSC	\$10,318
2019 Pay 2020	Vet Total Disabi	\$12,480
2019 Pay 2020	Vet Partial Disa	\$3,682

## Tax History

Tax Year	2024 Pay 2025	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022
+ Spring Tax	\$1,205.38	\$1,212.44	\$1,072.32	\$0.00
+ Spring Penalty	\$0.00	\$121.24	\$107.23	\$0.00
+ Spring Annual	\$0.00	\$214.46	\$0.00	\$0.00
+ Fall Tax	\$1,205.38	\$1,212.44	\$1,072.32	\$0.00
+ Fall Penalty	\$0.00	\$121.24	\$107.23	\$0.00
+ Fall Annual	\$0.00	\$107.23	\$0.00	\$0.00
+ Delq NTS Tax	\$1,212.44	\$1,072.32	\$0.00	\$0.00
+ Delq NTS Pen	\$228.47	\$107.23	\$0.00	\$0.00
+ Delq TS Tax	\$2,284.76	\$1,072.32	\$0.00	\$0.00

Tax Year	2024 Pay 2025	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022
+ Delq TS Pen	\$550.16	\$107.23	\$0.00	\$0.00
+ Other Assess	\$3,575.63	\$5,467.08	\$4,792.47	\$199.04
+ Fees	\$0.00	\$200.00	\$0.00	\$0.00
PTRC	\$0.00	\$0.00	\$0.00	\$0.00
HMST Credit	\$0.00	\$0.00	\$0.00	\$0.00
Circuit Breaker	\$0.00	\$0.00	\$0.00	\$0.00
Over 65 CB	\$0.00	\$0.00	\$0.00	\$0.00
<b>= Charges</b>	<b>\$10,262.22</b>	<b>\$11,015.23</b>	<b>\$7,151.57</b>	<b>\$199.04</b>
- Surplus Transfer	\$0.00	\$0.00	\$0.00	\$0.00
- Credits		(\$3,163.77)		
<b>= Total Due</b>	<b>\$10,262.22</b>			

Pay Tax Bill

Pay tax Bill

Low Tax Info

Low Tax Info

Plat Map

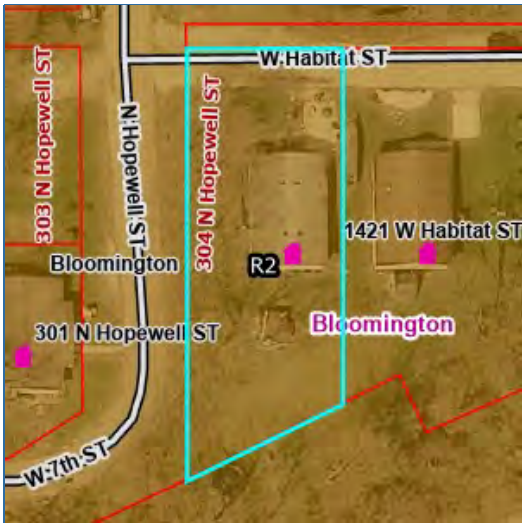
c048\_a (PDF)

Sketches





## Map



No data available for the following modules: Form 2, Scanned PRC MH, Sales Disclosures, Sales, Special Features, Commercial Buildings.

All the data represented within this application is for public information services only. The data is updated as provided by the county. The data contained within this application should not be used for legal purposes. GIS DISCLAIMER: Monroe County does not warrant or guarantee the accuracy of the information contained herein and disclaims any and all liability resulting from any error or omission in this map. The lines and corners represented by GIS do not represent legal boundaries.

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Last Data Upload: 5/7/2025, 8:19:54 AM

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GEOSPATIAL







City of Bloomington  
Housing and Neighborhood  
Development (HAND)  
bloomington.in.gov

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

Phone: (812) 349-3420  
Fax: (812) 349-4582  
hand@bloomington.in.gov

Case #: CODET62025-02-3736

Date Opened: 2/12/2025

Inspector: 208



## Notice of Violation

304 N Hopewell ST  
Bloomington IN 47404  
53-05-32-302-001.000-005

### Owner

Coleen Grubb  
304 N Hopewell ST  
Bloomington IN 47404

Violation(s):

---

### 6.06.020 - Deposit of garbage

It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.

### Corrective Action:

---

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address listed above. **Please make check/money order payable to "The City of Bloomington." All fines listed above may be contested in the Monroe County Circuit Courts.**
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.

Cases in Current Cycle (Aug - Aug):

Case	Opened	Closed	Description
<a href="#">CODET62025-04-3911</a>	4/9/2025		
<a href="#">CODET62025-03-3889</a>	3/27/2025		
<a href="#">CODET62025-03-3872</a>	3/18/2025		
<a href="#">CODET62025-02-3752</a>	2/13/2025		
<a href="#">CODET62025-02-3736</a>	2/12/2025		



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hand@bloomington.in.gov

Case #: CODET62025-02-3752  
Date Opened: 2/13/2025  
Inspector: 208



## Notice of Violation

304 N Hopewell ST  
Bloomington IN 47404  
53-05-32-302-001.000-005

### Owner

Coleen Grubb  
304 N Hopewell ST  
Bloomington IN 47404

Violation(s):

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### Warning

**Corrective Action:** Clean up and remove all trash from all areas of property.

---

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address listed above. **Please make check/money order payable to "The City of Bloomington." All fines listed above may be contested in the Monroe County Circuit Courts.**
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Case #: CODET62025-03-3872  
Date Opened: 3/18/2025  
Inspector: 208



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304 N Hopewell ST  
Bloomington IN 47404  
53-05-32-302-001.000-005

### Owner

Coleen Grubb  
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Violation(s):

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### 1st Violation \$50.00

**Corrective Action:** Clean up and remove all scattered trash from all areas of the property

---

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Date Opened: 3/27/2025  
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Bloomington IN 47404  
53-05-32-302-001.000-005

### Owner

Coleen Grubb  
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Bloomington IN 47404

Violation(s):

---

### 6.06.020 - Deposit of garbage

It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.

### 2nd Violation \$100.00

**Corrective Action:** Clean up and remove all scattered trash from all areas of the property.

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1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address listed above. **Please make check/money order payable to "The City of Bloomington." All fines listed above may be contested in the Monroe County Circuit Courts.**
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.

Cases in Current Cycle (Aug - Aug):

Case	Opened	Closed	Description
<a href="#">CODET62025-04-3911</a>	4/9/2025		
<a href="#">CODET62025-03-3889</a>	3/27/2025		
<a href="#">CODET62025-03-3872</a>	3/18/2025		
<a href="#">CODET62025-02-3752</a>	2/13/2025		
<a href="#">CODET62025-02-3736</a>	2/12/2025		



City of Bloomington  
Housing and Neighborhood  
Development (HAND)  
bloomington.in.gov

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

Phone: (812) 349-3420  
Fax: (812) 349-4582  
hand@bloomington.in.gov

Case #: CODET62025-04-3911  
Date Opened: 4/9/2025  
Inspector: 208



## Notice of Violation

304 N Hopewell ST  
Bloomington IN 47404  
53-05-32-302-001.000-005

### Owner

Coleen Grubb  
304 N Hopewell ST  
Bloomington IN 47404

Violation(s):

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### 6.06.020 - Deposit of garbage

It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.

### 3rd Violation \$150.00

**Corrective Action:** Clean up and remove all loose and scattered trash from all areas of the property.

This property will be taken before the Board of Public Works to ask permission for a continuous abatement.

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1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address listed above. **Please make check/money order payable to "The City of Bloomington." All fines listed above may be contested in the Monroe County Circuit Courts.**
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.

Cases in Current Cycle (Aug - Aug):

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<a href="#">CODET62025-03-3872</a>	3/18/2025		
<a href="#">CODET62025-02-3752</a>	2/13/2025		
<a href="#">CODET62025-02-3736</a>	2/12/2025		

**MINUTES  
BOARD OF PUBLIC WORKS  
February 10, 2025**

A Regular Meeting of the Board of Public Works was held **Monday February 10, 2025, at 12:00 p.m.** in the Council Chambers (RM# 115) of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana and via Zoom by using the following link

<https://bloomington.zoom.us/j/83633505053?pwd=UKGGDEwc5LTLWV3JzkPjvR1o84lxNi.1>

Meeting ID: 836 3350 5053      Passcode: 310103

**Members in Attendance:**

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

**Staff in Attendance:**

Miranda Beaver, Public Works	Kendall Knoke, Engineering
Michael Stewart, Engineering	Aleksandrina Pratt, Legal
Tim Street, Parks & Recreation	Kyle Baugh, Engineering
Maria McCormick, Engineering	Raye Ann Cox, Parking Services
Alex Gray, Engineering	Max Litwin, Fire
Chaz Mottinger, Economic & Sustainable Development	

**I. MESSAGES FROM BOARD MEMBERS**

**II. PETITIONS AND REMONSTRANCES**

**III. CONSENT AGENDA**

**1. Approval of Payroll**

The Consent Agenda was presented to the Board by President Kyla Cox Deckard. Karon motioned to approve the Consent Agenda as presented. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

**IV. NEW BUSINESS**

**1. Approve Resolution 2025-005 Kirkwood Outdoor Dining**

Chaz Mottinger, Economic and Sustainable Development, presented Resolution 2025-005 Kirkwood Outdoor Dining for approval. The City of Bloomington Department of Economic & Sustainable Development is requesting approval of the 2025 Kirkwood Conversion Program guidelines that pertains to Ordinance 2025-02 that the City Council passed into law on January 22, 2025. These guidelines outline the implementation logistics required to have a safe and cohesive Kirkwood conversion program for the 2025 extended outdoor dining season. This is in addition to the previously passed Parklet Program guideline resolution passed by BPW on January 14, 2025. Cox Deckard asked what additions we had to the guidelines that are set forth in the resolution that was passed in January. Mottinger replied that this is a closure of the 100 – 500 blocks of Kirkwood in addition to the parking spaces that were closed for the Parklet Program. There is only a ½ block closure in the 200 block in front of the Buskirk Chumley. Karon requested information on the outreach that took place to the business owners and tenants of Kirkwood in these blocks. Mottinger replied that we had listening sessions, small business representative meetings, meetings with Downtown Bloomington Inc., and there was a business survey that went out to owners and 20 partook, with a result of the owners being in favor of the closures. Cox Deckard asked about the alleyway in the 500 block having delivery traffic issues. Mottinger stated that this was addressed as a safety concern. If we left this open, traffic could only turn left on Dunn. From a public safety stand point, the preference would be on the full closure. The alternative solution would be that we are adding 6 more parking spaces on the side streets here, within this space there would be designated delivery zones. Karon motioned to approve Resolution 2025-005 Kirkwood Outdoor Dining. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

**2. Approve Resolution 2025-007 Renew Mobile Vendor Top Shotta Jerk Chicken**

Miranda Beaver, Public Works presented Resolution 2025-007 Renew Mobile Vendor Top Shotta Jerk Chicken for approval on behalf of Susan Coates, Economic Sustainable Development. This is a food truck renewal for the 2025 year. The vendor has provided the City will all of the appropriate paper-work. The staff requests approval of this renewal. Karon motioned to approve Resolution 2025-007 Renew Mobile Vendor Top Shotta Jerk Chicken. Roach seconded. Cox Deckard called roll, all in favor,

motion passed.

### **3. Approve Resolution 2025-008 Surplus of 54 Parking Meter Housing Units by Parking Services**

Raye Ann Cox, Parking Services, presented Resolution 2025-008 Surplus of 54 Parking Meter Housing Units by Parking Services for approval. The City of Bloomington Parking Services Division has 54 parking meter housings that are damaged, non-repairable and unusable. Under Indiana Code§ 5-22-22-6, the City of Bloomington Board of Public Works may determine property to be surplus property and may conduct a public or private sale or transfer the property without advertising, as there is more than one (1) item, and the value of the property is less than five thousand dollars (\$5,000). Staff requests that the Board approve the surplus of these items. Karon made a motion to approve Resolution 2025-088 Surplus of 54 Parking Meter Housing Units by Parking Services. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

### **4. Approve Preliminary Encroachments into ROW for Convention Center Expansion**

Maria McCormick, Engineering, presented a Preliminary Approval for Encroachments into the right-of way for the new Monroe County Convention Center. The expansion of the Monroe County Convention Center will be located across College Avenue from the existing Convention Center. Conceptual drawings have been presented that propose 2 main encroachments. Number One: A pedestrian skywalk bridge that will connect the existing building on the west side of College Avenue to the new expansion on the east side of College Avenue. The support columns and foundations for the skywalk will encroach in the right of way. Number two: Limestone blocks will be placed to protect the northwest and northeast entrances from potential collisions with errant vehicles. As this project is still in the design phase, this is a preliminary Encroachment request as the construction plans have not been finalized. Once the plans are finalized, a formal encroachment agreement will be brought back to the Board. Roach asked if there will be a bridge that will attach this expansion to a City parking garage. McCormick stated that this is not in the plan in the early phase. There was discussion in a later phase. Karon asked for clarification on the type of limestone rock fixture that will be added. Bill Riggert spoke on behalf of the Monroe County Capital Improvement Board on this question. He stated that these will be a split face limestone mill block. Cox Deckard asked for clarification on the height of the sky bridge. McCormick stated that Engineering has requested 17 ft. 6 in. This is higher than normal pedestrian bridges for added protection. Karon made a motion to approve the Preliminary Encroachments into the right-of-way for the Convention Center expansion. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

### **5. Approve Quitclaim Deeds for Switchyard Park**

Tim Street, Parks and Recreation, requested a series of Quitclaim Deeds for Switchyard Park. This process will consolidate ownership of the parcels comprising Switchyard Park under the Board of Park Commissioners. The Board of Public Works is approving Quitclaim deeds for parcels 2, 4 and 5 that comprise Switchyard Park. Karon made a motion to approve the Quitclaim Deeds for Switchyard Park. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

### **6. Approve Consulting Contract with American Structurepoint for W. 2<sup>nd</sup> Street Construction Engineering**

Kendall Knoke, Engineering, presented a Consulting Contract with American Structurepoint for W. 2<sup>nd</sup> Street construction engineering. The West 2nd Street Modernization and Safety Improvement Project consists of various improvements to West 2nd Street between the B-Line Trail and South Walker Street, including bike lanes, signal replacement, drainage improvements, new sidewalks and curb ramps, lighting, and other associated work. This project has been prioritized for federal funding participation for preliminary engineering and construction. The local funding portion comes from a 2022 Parks GO bond. Construction is expected to begin in 2025 and be substantially complete by the end of 2026. American Structurepoint, Inc. was selected through a Request for Proposals INDOT selection process to perform construction engineering for this project. Karon made a motion to approve the consulting contract with American Structurepoint for W. 2<sup>nd</sup> Street construction engineering. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

### **7. Approve Sidewalk, Bike Lane, Travel Lane and Alley at Poplar Building for FA Wilhelm**

Kyle Baugh, Engineering, presented Sidewalk, Bike Lane, Travel Lane, and Alley Closures at the Poplar Building for FA Wilhelm for approval. This closure request is for the second phase of the Poplars Redevelopment project at 400 East 7<sup>th</sup> Street. The requested closures would take place from February 17, 2025 through November 21, 2025. The bike lane closure is necessary to accommodate a crane on-site for construction. The staff recommends a bike lane diversion. Staff would merge the protected bike lanes into the adjacent travel lanes at designated diversion points. This approach minimizes disruptions to Bloomington Transit service, reduces vehicle detours onto East 6<sup>th</sup> Street, and simplifies coordination efforts for temporary traffic control. Material deliveries are expected to take place intermittently throughout this phase of the project and are expected to take place at the construction entrances on either North Grant Street or North Dunn Street, and will not take place on East 7<sup>th</sup> Street. The request

does not include the sidewalk or parking closures on North Dunn Street, or North Grant Street. City staff will conduct regular inspections throughout the closure period to ensure that the traffic control measures are acceptable. Cox Deckard mentioned that the MOT was not included in the packet. Cox Deckard wanted to make sure that there would be signage to make people aware of these changes. Baugh stated that this has been discussed. The permit application does include providing these sign boards. Cox Deckard appreciated that the packet showed the multiple options. This helped the Board to understand that process of choosing the final recommendation. Cox Deckard asked if additional requests for this project will be coming through for parking. Baugh responded that there will be requests from FA Wilhelm once the decision is made on how deliveries are processing through. Karon made a motion to approve the Sidewalk, Bike Lane, Travel Lane, and Alley Closures at the Poplar Building for FA Wilhelm. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

#### **8. Approve Lane and Sidewalk Closure for Crown Castle Fiber at 6 Locations**

Alex Gray, Engineering, presented Lane and Sidewalk Closures for Crown Castle Fiber at 6 Locations. The 6 locations are: South Old State Road 37 at East Rhorer Road; South Walnut Street Pike into South Henderson Street between East Heather Drive and East Winslow Road; South Henderson Street between East Winslow Road and East Miller Drive; North Woodlawn Avenue between East 10th Street and East Cottage Grove Avenue; East 10th Street just east of North Campbell Street; and East 17th Street at David Baker Avenue. In total, the work is expected to take about 3 months to complete with work beginning after the Board of Public Works meeting, upon approval of the issued permit, and continuing into May 2025. Crown Castle Fiber has been advised to avoid pick-up and drop-off times for South High School when working in that area as to not disrupt bus traffic. Karon asked if these closures were related to the Citywide Fiber Project. Gray responded that this project is for connecting cellular lines and is separate from the Citywide Fiber installation for internet. Karon made a motion to approve the Lane and Sidewalk Closures for Crown Castle Fiber at 6 Locations. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

#### **9. Approve Bloomington Fire Department Purchase of Fire Engine 2**

Max Litwin, Fire, presented the Purchase of Fire Engine 2 for approval. Maintaining a fleet of fully operational apparatus within the city is essential to proper emergency response. As the fleet ages, new apparatus must be purchased to keep front line units in the proper functioning condition, as well as adequate reserve apparatus for when front line units need service or encounter maintenance issues. The contract being pursued is to secure a new E-One Aluminum Body Pumper Typhoon Chassis Fire Engine from Fire Service, Inc. (FSI) so that this need can be met. Karon made a motion to approve the Bloomington Fire Department Purchase of Fire Engine 2. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

#### **10. Approve Bloomington Fire Department Purchase of Rescue Truck**

Max Litwin, Fire, presented the Purchase of a Rescue Truck for approval. This contract is for the purchase of one heavy rescue truck for the Fire Department. With the recent reinsertion of a dedicated rescue team to Fire Department operations, this purchase will allow the proper response to rescue related emergency needs. This truck will be outfitted with specialized equipment and capabilities to serve a wide array of rescue disciplines. This will also allow for the current rescue apparatus to be placed in reserve status so that rescue operations remain unimpeded during an event that takes the front line apparatus out of service. Roach asked if this purchase will be replacing something that we currently have in place. Litwin responded that yes, this will be replacing the current rescue truck. Litwin also remarked that we will be moving the existing truck into the reserve fleet. Selling this truck will not recoup the value of keeping it in reserve. Karon made a motion to approve the Purchase of a Rescue Truck. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

#### **11. Approve Contract Renewal 2 for Asphalt Material with E&B as Primary and Milestone Contractors as Secondary**

Miranda Beaver, Public Works, for Joe VanDeventer, Street Division, presented a Contract Renewal 2 for Asphalt Material with E&B as primary and Milestone Contractors as secondary. Per the 2023 Contract Agreement with E&B Paving, Inc. and secondary provider Milestone Contractors, LP. , both providers have agreed to extend our contract on the same terms and conditions for 2025. Staff recommends that we accept these terms and renew this contract. Karon made a motion to approve the Contract Renewal 2 with E&B as primary and Milestone Contractors as secondary. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

#### **12. Approve Contract Renewal 1 for Fuel Contract with Premier Energy, Petroleum Traders and Sunoco**

Miranda Beaver, Public Works, for Cory Snider, Fleet Division, presented a Contract Renewal 1 for Fuel Contract with Premier Energy, Petroleum Traders and Sunoco for approval. On December 19, 2023, the Board of Public Works approved agreements for the purchase and delivery of fuel products with the aforementioned companies. Included in this agreement was the provision to

renew this contract twice if the City was in favor of the terms. Staff recommends that we renew this contract. Karon asked if fuel has increased in this contract. Beaver stated that we did not receive an updated breakdown, but that the price follows trend and will not have a mark-up. Karon made a motion to approve the Contract Renewal 1 for Fuel Contract with Premier Energy, Petroleum Traders, and Sunoco. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

**V. APPROVAL OF CLAIMS**

Karon made a motion to approve the claims in the amount of \$4,494,134.03. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

**VI. ADJOURNMENT**

Meeting was adjourned at 12:48 pm by President Cox Deckard.

**MINUTES  
BOARD OF PUBLIC WORKS  
February 25, 2025**

A Regular Meeting of the Board of Public Works was held on **Tuesday February 25, 2025, at 5:30 p.m.** in the Council Chambers (RM# 115) of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana and via Zoom by using the following link

<https://bloomington.zoom.us/j/81606782371?pwd=neoCfmgPVWmJczyBzLUg1TpFV0gSeV.1>

Meeting ID: 816 0678 2371      Passcode: 444644

**Board Members in Attendance:**

Kyla Cox Deckard, President  
Elizabeth Karon, Vice President

**Staff Members in Attendance:**

Enedina Kassamanian, Legal	Alex Gray, Engineering
Aleksandrina Pratt, Legal	Jo Stong, HAND
Kyle Baugh, Engineering	Adam Wason, Public Works
Miranda Beaver, Public Works	

**I. MESSAGES FROM BOARD MEMBERS**

**II. TITLE VI ABATEMENTS**

**1. 2501 E. 8<sup>th</sup> Street**

Jo Stong, HAND, presented property at 2501 East 8<sup>th</sup> Street for continuous abatement. A Notice of Violation was issued on November 12, 2024, January 21, 2025 and again on February 5, 2025. The property remains out of compliance. Garbage remains thrown, placed, and scattered on the property. The property needs to be abated to eliminate the violation and public nuisance. Staff recommends that the property be abated as soon as reasonably possible and that the order be continuous in nature. Karon asked if the property owner had been contacted outside of the Notice of Violations. Stong replied that the first time they heard back was the day before this meeting. Stong said that the property owner is aware and has not made any attempt to correct. Adam Wason, Public Works, stated that the property owner would also be notified 10 days before the property is abated. Karon made a motion to approve the Continuous Abatement at 2501 East 8<sup>th</sup> Street. Cox Deckard seconded. Cox Deckard called roll, all in favor, motion passed.

**III. PETITIONS AND REMONSTRANCES**

**IV. CONSENT AGENDA**

- 1. Minutes 01.14.2025**
- 2. Minutes 01.28.2025**
- 3. BDUAC Appointments for 2025**
- 4. Resolution 2025-003 Surplus Items for ITS**
- 5. Resolution 2025-009 Surplus Items for BPD**
- 6. Approve Supplement #1 with HWC for Construction Inspection Contract for 1<sup>st</sup> Street Reconstruction Project**
- 7. Approve Supplement #2 with Crossroads Engineers for Construction Inspection Contract for B-Line Extension Project**
- 8. Approval of Payroll**

Karon made a motion to approve the Consent Agenda as presented. Cox Deckard seconded. Cox Deckard called roll, all in favor, motion passed.

**V. NEW BUSINESS**

**1. Approve Construction Fencing in ROW for Hub2 Construction for Wells and Wells**

Alex Gray, Engineering, presented for approval a Request for Construction Fencing in the Right-of-Way for Hub2 Construction for Wells and Wells. Wells and Wells is requesting use of the right-of-way to set up construction fencing around the lot for the Hub 2 development. This development follows N. Washington St. at E. 19<sup>th</sup> St., east on E. 19<sup>th</sup> St. to N. Lincoln St., south on N. Lincoln St. to E. 17<sup>th</sup> St., and west to behind the Home2 Suites by Hilton parking lot and connects back to N. Washington

St. The fencing is expected to be in place between 2/5/25 and 6/30/2027. The construction fencing was put in place prior to the Board meeting and vision concerns at intersections are being addressed by coordination with Engineering. Wells and Wells is a new contractor in the area and was unaware of the proper process for permitting. Wason asked if we had Maintenance of Traffic plans in place for the pedestrian walkways. Gray replied that there will be singular sidewalk sections and not a full closure of sidewalk. Cox Deckard asked if there would be active redevelopment along the entire enclosure space. Cox Deckard wants to make sure that no sidewalks are being blocked for private dwellings. Gray replied that no, it was not the entire closure area. The multi-use path on 17<sup>th</sup> Street will still be open. Karon asked if the original vision concerns had been addressed. Gray stated that the line of sight turning west onto E. 19<sup>th</sup> Street had been the issue. Gray stated that this fencing has been moved back. Cox Deckard asked if the contractor had been made aware of the process and procedures for the future. Jesse Graber, Wells and Wells, was present and spoke at this time. He apologized for not getting the fencing permitted correctly. There was a utility relocation that happened mid-project. The screen that was inserted in the fencing was required by their insurance company. Graber also stated that they would be putting up pedestrian mirrors. Karon made a motion to approve the Construction Fencing in the Right-of-Way for Hub2 Construction for Wells and Wells. Cox Deckard seconded. Cox Deckard called roll, all in favor, motion passed.

## **2. Approve Alley and Lane Closures at Buskirk-Chumley for Roof Repairs**

Kyle Baugh, Engineering, presented an Alley and Lane Closures at Buskirk-Chumley for Roof Repairs for approval. The City of Bloomington Parks and Recreation Department are requesting the closure of the east/west alleyway south of the Buskirk-Chumley Theatre, as well as a lane closure on the south side of East Kirkwood Avenue. The alley closure would be in place for the duration of the requested closure period of March 1, 2025 to March 31, 2025, while the lane closure would only be in place for 2-3 hours at the start and end of the project. The proposed alley closure will include type three barricades as well as road/alley closed signs as required by the Indiana MUTCD. Coordination with the affected adjacent businesses will take place prior to the closure being implemented to mitigate conflicts in their operations. Cox Deckard asked if there is a closure coming into the east lane of Kirkwood. Baugh replied that yes, the closure is only in that lane, not on Walnut at all. This is the 2-3 hour closure for the start and finish of the project. Cox Deckard stated that the Maintenance of Traffic Plan was not included in the packet. Baugh responded that it will be a flagger closure during the lane closure.

At this point in the meeting, Adam Wason, Director of Public Works, entered the Council Chambers and asked that a recess be called.

It was discovered that there was an incident at the front of City Hall that required the adjournment of this meeting for the safety of the staff and members of the public that were in attendance. All items on this agenda will be moved to the March 11, 2025 meeting of the Board of Public Works.

- 3. Approve Road, Lane, and Sidewalk Closures for CBU on N. Forrester Avenue and E. 11<sup>th</sup> Street**
- 4. Approve Service Agreement with Automotive Lift Repair, LLC**
- 5. Approve Service Agreement with Heritage Crystal Clean, Inc. for Parts Washer and Drain Cleaning**
- 6. Approve Service Agreement with PEI Maintenance and Contracting for Fuel Pumps and Fuel Master**
- 7. Approve Service Agreement with PEI Maintenance and Contracting for IDEM Inspections**
- 8. Approve Contract for Concrete Pad at BFD Training Center with Grade On Excavating**
- 9. Approve Centerstone 2025 Agreement**

## **VI. STAFF REPORTS & OTHER BUSINESS**

- 1. Green Clean Carwash Construction Update with Alex Gray**

## **VII. APPROVAL OF CLAIMS**

## **VIII. ADJOURNMENT**



## Board of Public Works Staff Report

**Project/Event:** Allen Street Mural Painting  
**Petitioner/Representative:** Economic and Sustainable Development  
**Staff Representative:** Holly Warren  
**Date of Event:** June 12 - 15 or June 19 - 22  
**Date of Board Meeting:** May 20, 2025

**Report:** The City of Bloomington's Department of Economic and Sustainable development requests approval for a community paint day in which volunteers will paint a street mural featuring native flowers and wildlife at the intersection of Allen and Fairview Streets on Saturday, June 14, or, in case of bad weather, Saturday, June 21. Local artist Rachel Kavanthe has designed the artwork, and the City's Legal Department has reviewed and approved the mural design. While the community paint day will be one day only, Kavathe will work on the mural from June 12 - June 15, or, in the case of bad weather, June 19 - June 22. ESD is working with the Department of Engineering and Wright Traffic Control to create an approved MOT. ESD will also notify all residents and businesses impacted by the MOT.

**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2025-028  
Allen Street Mural**

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

WHEREAS, the City of Bloomington, through its Economic and Sustainable Development Department (hereafter referred to as “ESD”), is organizing a community paint day to paint a street mural at the intersection of Allen St and Fairview St, to take place on Saturday June 14, 2025 from 11am to 3:30pm (with a rain-day of Saturday, June 21, 2025 from 11am to 3:30pm);

WHEREAS, ESD has requested the intersection of Allen and Fairview be closed June 12, 2025 at 8:00 a.m. through June 16, 2025 12:00 a.m. (with a rain alternative of closing said intersection on June 19, 2025 at 8:00 a.m. through June 22, 2025 at 12:00 a.m.);

WHEREAS, ESD has agreed to comply with the special event requirements listed in this Resolution.

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

1. The Board of Public Works declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28 and 4.30 of the Bloomington Municipal Code.
2. The City of Bloomington Board of Public Works (hereinafter “City”) declares that ESD may close the intersection of W. Allen Street and S. Fairview Street, as indicated on **Exhibit A**, incorporated into this Resolution by reference. These locations will be closed from 8:00 a.m. on Thursday June 12, 2025 at 8:00 a.m. through Monday June 16, 2025 at 12:00 a.m. If the weather prevents the event from occurring on these dates, then the location will be closed from 8:00 a.m. on Thursday June 19, 2025 at 8:00 a.m. through Sunday June 22, 2025 at 12:00 a.m.
3. ESD notified residents impacted by street closures on May 15, 2025.
4. ESD shall obtain, and place at their 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 or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate.
5. ESD will provide and set up traffic control signage rerouting traffic and barricades, as indicated on **Exhibit A**.
6. ESD shall clean up the affected area before, during and after the event. Clean-up shall include, but not be limited to, removal of all detour signs and barricades 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 12:00 a.m. on June 16, 2025 (or, alternatively, 12:00 a.m. on June 22, 2025).
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 the hours of \_\_\_\_\_ on the dates listed herein for the activity.

**RESOLUTION 2025-28**

8. ESD shall be responsible for obtaining any and all required permits, including, but not limited to, alcohol permits, as well as being responsible for all legal and financial expenditures.
9. ESD shall work with the City of Bloomington RISK Department to determine whether any special event insurance is required and shall obtain any recommended or required insurance, at the expense of ESD.
10. ESD shall be solely responsible for any and all licenses or permissions relating to copyright or intellectual property required for any art or performance at the festival.
11. ESD shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
12. ESD 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 event, a copy of which ESD agrees to submit to the City at least two weeks prior to the event.
13. In the event ESD 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.
14. Holly Warren, by signing this agreement, represents that they have been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

**ADOPTED THIS THE 20th DAY OF MAY, 2025.**

**BOARD OF PUBLIC WORKS:**

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Elizabeth Karon, Vice President

\_\_\_\_\_  
James Roach, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2025-28 ARE ACCEPTABLE AND  
AGREED TO BY VENDOR:

**ESD:**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name, Title



City of Bloomington Public  
Works (BPW)  
bloomington.in.gov

401 N Morton ST Suite 120  
PO Box 100  
Bloomington IN 47404

City Permit #: SE2025-0009  
Application Date: 4/24/2025

Phone: (812) 349-3410  
Fax: (812) 349-3567  
public.works@bloomington.in.gov

## Application For Special Event Permit To The Board of Public Works

### Applicant

City of Bloomington  
PO Box 100  
Bloomington IN 47402

### Applicant

Holly Warren  
401 North Morton Street  
Bloomington IN 47404

## Overview

### Event Description

Permit for community paint day for street mural at the intersection at Allen and Fairview, to take place Saturday, June 14 or Saturday, June 21. Mural will be painted June 12 - June 15 or June 19 - June 22 depending on weather.

Please check all boxes that apply. For example, if your event is a festival and also includes a public art installation, please check both boxes.

Festival/Community Event ☒ Checked

Neighborhood Block Party ☐

Public Art Installation ☒ Checked

Run/Walk/Parade ☐

Other ☐

Setup - Date and Time 10am, Saturday, June 14 or Saturday, June 21

Start - Date and Time 1pm, Saturday, June 14 or Saturday, June 21

End - Date and Time 4pm, Saturday, June 14 or Saturday, June 21

Teardown - Date and Time 5pm, Saturday, June 14 or Saturday, June 21

Expected Number of Participants 35

Event Classification Non-Profit

## Financial

Will you be charging admission? ☐ No

If yes, please describe admission including amount, who admission will benefit, etc.:

Will you be collecting donations? ☐ No

If yes, who will donations benefit?

## Right of Way

Which public rights of way are you requesting to use/close? Please check all boxes that apply.

Street(s) Checked

Sidewalk(s)

Metered Parking Space(s)

Please describe location of public rights of way you are requesting to use/close:

We are requesting that the intersection of Allen and Fairview be closed - this is where the mural will be painted and the community paint day will take place. Wright Traffic Control is providing the traffic control signage and barricades. MOT has been reviewed and approved by City of Bloomington Engineering.

Street	To Street	From Street	Closing /Opening	Date
Fairview	Allen	Fairview	Closing	6/12/2025 8 AM
Fairview	Allen	Fairview	Opening	6/16/2025 12 AM

Is this event on Indiana University campus?

No

If yes, has this event been approved by Will Keaton, IUPD-Bloomington Special Events Coordinator, and the IUB Office of Student Life?

No

## Emergency

Who is responsible for overall event safety and coordinating emergency response? Please provide contact name and phone number.

Holly Warren, 503-688-4666, holly.warren@bloomington.in.gov

Please provide your plan of action for each emergency scenario below:

Medical Emergencies

Call 911

Severe Weather

Will monitor weather and reschedule for rain date of June 21 if needed.

Fire/Evacuation

NA

Lost or Missing Persons

Call 911 if not able to reunite.

Other

Have you arranged for security at your event?

No

If yes, who will be providing security?

## Waste

Who is responsible for event clean-up and ensuring trash and recycling are properly disposed of? Please provide contact name and phone number.

Holly Warren, 812-349-3534

Will you have food vendor(s)?

No

If yes, please name the food vendors:

Will you have alcohol vendor(s)?

No

**If yes, please name the alcohol vendors:**

**What types of waste will need to be collected i.e. food waste, beverage containers, etc.?**

used paint supplies

**What is your plan to collect and dispose of trash and recycling?**

City staff and volunteers will collect trash and recycling. Holly Warren will coordinate directly with the City of Bloomington Sanitation Department.

**What vendor will provide waste bins and collection service?**

City of Bloomington Sanitation Department.

**Will you be providing portable toilets?**

No

**If yes, how many portable toilets?**

**If yes, what company is providing the portable toilets?**

## **Noise & Entertainment**

**Please check all sources of noise below that will be present at your event:**

**Live Music**

**Recorded Music i.e. DJ, etc.**

Checked

**Loudspeaker**

Checked

**Other**

**Will the noise be amplified?**

Yes

**Please describe event entertainment and associated infrastructure including stage, sound amplification equipment, etc.?**

We'll be playing recorded music during the event

**What will be the power source for equipment?**

Battery-powered speaker

**Describe any other electrical needs:**

none

**Have you notified businesses/residents impacted by your event?**

No

**Which businesses/residents have been notified?**

We will be notifying all residents impacted by street closures scheduled for June 12 - June 15 or June 19 - June 22.

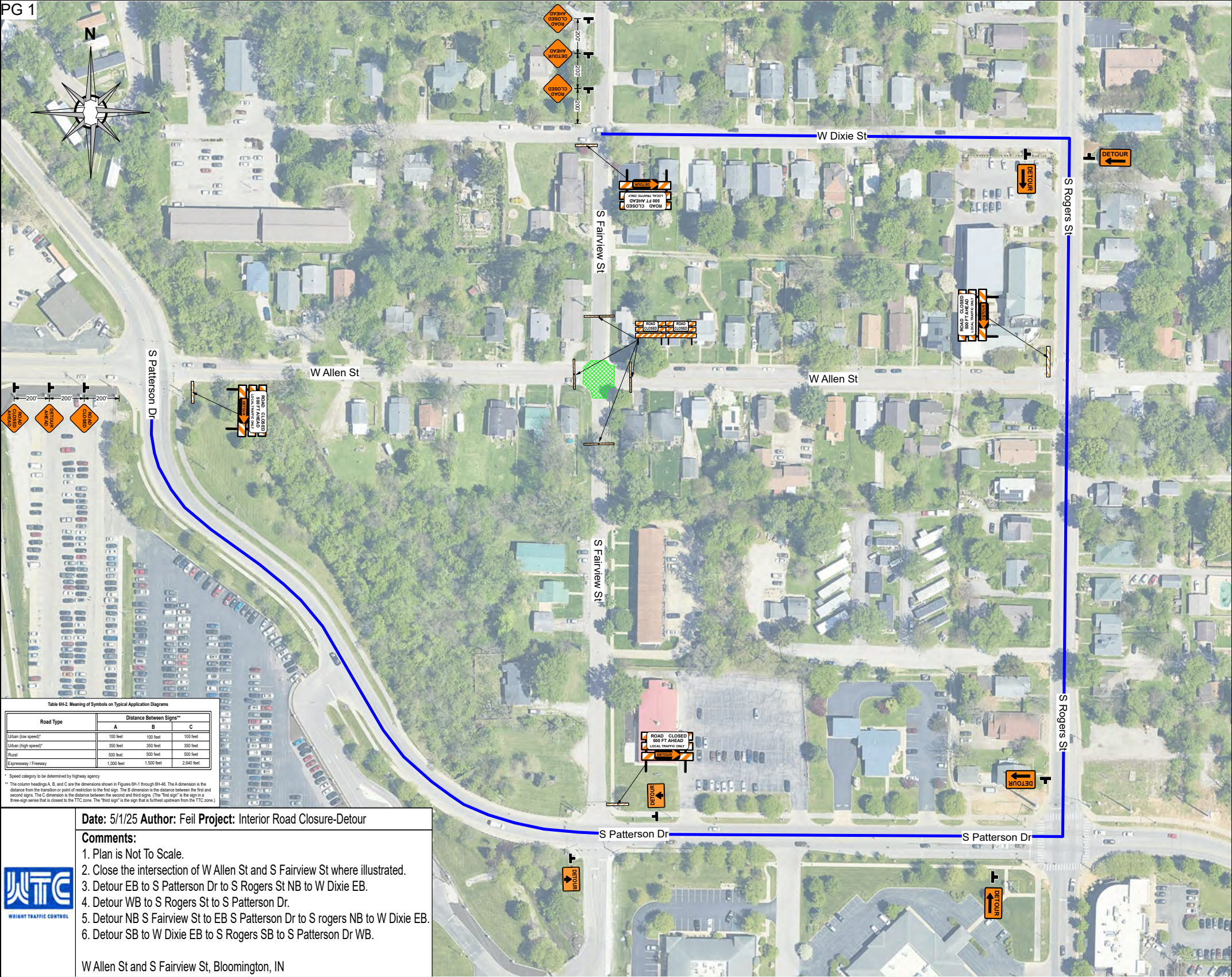
**When did you notify businesses/residents impacted by the event?**

5/1/2025 12:00:00 AM

## **Insurance**

**Do you agree to submit Certificate of Liability 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 at least 2 weeks prior to your event or earlier?**

No



Date: 5/1/25 Author: Feil Project: Interior Road Closure-Detour

Comments:

1. Plan is Not To Scale.
2. Close the intersection of W Allen St and S Fairview St where illustrated.
3. Detour EB to S Patterson Dr to S Rogers St NB to W Dixie EB.
4. Detour WB to S Rogers St to S Patterson Dr.
5. Detour NB S Fairview St to EB S Patterson Dr to S Rogers NB to W Dixie EB.
6. Detour SB to W Dixie EB to S Rogers SB to S Patterson Dr WB.

W Allen St and S Fairview St, Bloomington, IN



## PG 2

**Warning Lights**

**ON SIGNS AND CHANNELIZING DEVICES**—Warning lights may supplement retroreflectorization on warning and channelizing devices. They are especially useful in areas prone to fog or frequent inclement weather. Warning lights shall have a minimum mounting height of thirty (30) inches. The principal types and uses of warning lights are:

1. **Low intensity Flashing Lights (Type A)**

May be mounted on barricades or drums to warn of an isolated hazard at night. They may also be mounted on signs.

2. **High intensity Flashing Lights (Type B)**

May be mounted on advance warning signs, or on independent supports to draw attention to extreme hazards both day and night.

3. **Low intensity Steady-Burn Lights (Type C)**

May be used in a series to delineate the edge of the travelled way and channelize traffic at night.

**ON VEHICLES**—Vehicle hazard lights, four-way flashers, shall not be used as vehicle warning lights, but may be used to supplement vehicle warning lights. Vehicle warning lights are defined in the INDOT Vehicle Lighting Policy. Care should be taken to avoid presenting excessive and confusing numbers of vehicle lights to the motorists. Work vehicles in protected areas which are not being utilized should have their lights switched off **except when entering or exiting the zone.**

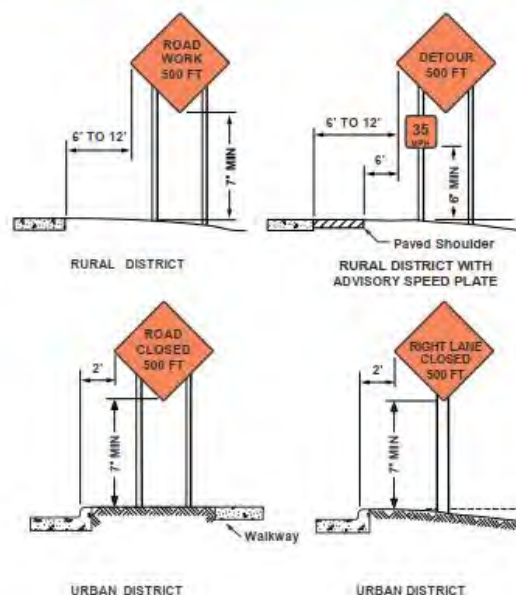
**Common Conversions:**

1 skip = 10'  
Gap between skips = 30'

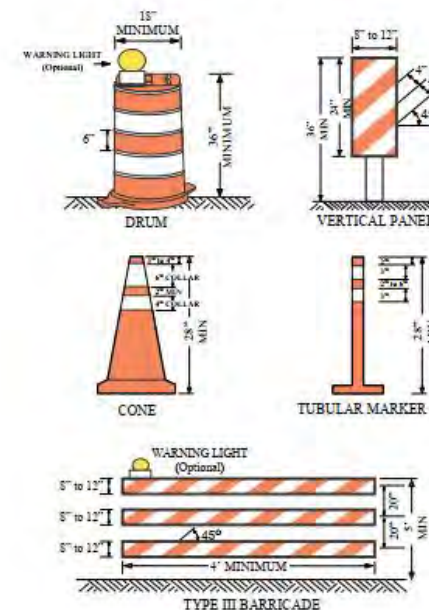
RPM spacing (No Passing Zone) = 40'  
RPM spacing (Passing Zone) = 80'

0.1 mile = 528'	0.6 mile = 3168'
0.2 mile = 1056'	0.7 mile = 3696'
0.3 mile = 1584'	0.8 mile = 4224'
0.4 mile = 2112'	0.9 mile = 4752'
0.5 mile = 2640'	1.0 mile = 5280'

**Removal** – When work is suspended for short periods, all signs that are no longer appropriate shall be removed, covered, turned, or laid flat so they are not visible to drivers. Signs laid flat should not be placed such that posts present a danger to a motorist if they run over the sign.



**Illumination and Retroreflectorization** – All signs used during the hours of darkness shall be made of retroreflective material or illuminated. (Street or highway lighting is not regarded as meeting the requirements for sign illumination.)

**Channelizing Devices**

**Notes:**

1. Stripes on barricade rails slope downward at an angle of 45 degrees toward the direction traffic is to pass.
2. Barricade rail stripe widths shall be 6 inches except where rail lengths are less than 36 inches, then 4 inch wide stripes may be used.
3. The sides of barricades facing traffic shall have retroreflective rail faces.
4. All channelizing devices shall meet AASHTO Manual for Assessing Safety Hardware (MASH) Requirements.

Figure 6I-1. Exit Open and Closed and Detour Signs and Plaques

**Guidance:**

- 09 The Detour Arrow (M4-10) sign should normally be mounted just below the ROAD CLOSED (R11-2, R11-3a, or R11-4) sign. The Detour Arrow sign should include a horizontal arrow pointing to the right or left as required.
- 10 The DETOUR (M4-9) sign (see Figure 6I-1) should be used for unnumbered highways, for emergency situations, for periods of short durations, or where, over relatively short distances, road users are guided along the detour and back to the desired highway without route signs.
- 07 A Street Name sign should be placed above, or the street name should be incorporated into, a DETOUR (M4-9) sign to indicate the name of the street being detoured.

**Option:**

- 08 The END DETOUR (M4-8a) sign or the END (M4-8bP) plaque (see Figure 6I-1) may be used to indicate that the detour has ended.

**Guidance:**

- 09 When the END DETOUR sign is used on a numbered highway, the sign should be mounted above a route sign after the downstream end of the detour.
- 10 The Pedestrian/Bicyclist Detour (M4-9a) sign (see Figure 6I-1) should be used where a pedestrian/bicyclist detour route has been established because of the closing of a pedestrian/bicycle facility to through traffic.

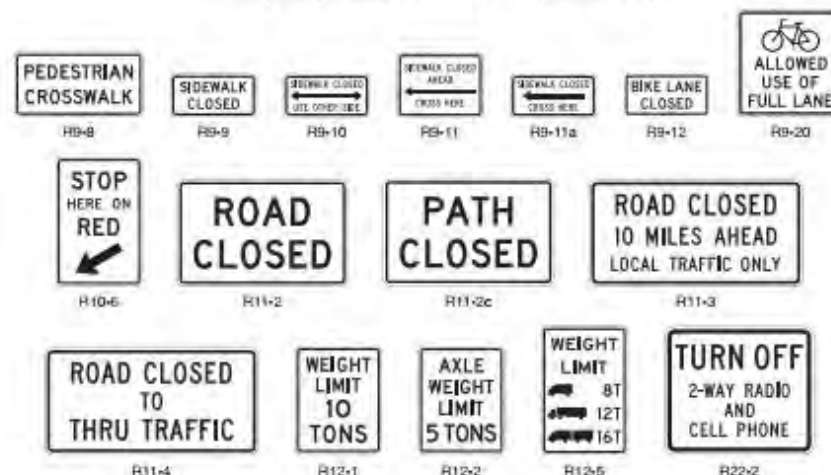
**Standard:**

- 11 If used, the Pedestrian/Bicyclist Detour sign shall have an arrow pointing in the appropriate direction.
- Option:
- 12 The arrow on a Pedestrian/Bicyclist Detour sign may be on the sign face or on a supplemental plaque.
- 13 The Pedestrian Detour (M4-9b) sign or Bicyclist Detour (M4-9c) sign (see Figure 6I-1) may be used where a pedestrian or a bicyclist detour route (not both) has been established because of the closing of the pedestrian or bicycle facility to through traffic.

**Section 6I.03 EXIT CLOSED Panel****Guidance:**

- 01 When an exit ramp is closed, an EXIT CLOSED sign panel with a black legend and border on an orange background should be placed diagonally across the interchange/intersection guide signs.

Figure 6G-1. Regulatory Signs and Plaques in Temporary Traffic Control Zones (Sheet 2 of 2)



Note: See Chapter 2B for information on the application of these signs.

**Section 6G.06 Weight Limit Signs (R12-1, R12-2, and R12-5)****Standard:**

- 01 A Weight Limit sign (see Figure 6G-1), which shows the gross weight or axle weight that is permitted on the roadway or bridge, shall be consistent with State or local regulations and shall not be installed without the approval of the authority having jurisdiction over the highway.
- 02 When weight restrictions are imposed because of the activity in a TTC zone, a marked detour shall be provided for vehicles weighing more than the posted limit.

**Section 6G.07 STAY IN LANE Signs (R4-9 and R4-9a)****Option:**

- 01 A STAY IN LANE (R4-9) sign (see Figure 6G-1) may be used where a multi-lane shift has been incorporated as part of the TTC on a highway to direct road users around road work that occupies part of the roadway on a multi-lane highway.

**Guidance:**

- 02 A STAY IN LANE TO MERGE POINT (R4-9a) sign (see Figure 6G-1) should be used during late merge operations (see Section 6N.19) to direct traffic to use all available lanes until the merge point is reached.

**Section 6G.08 Work Zone and Higher Fines Signs and Plaques****Option:**

- 01 A WORK ZONE (G20-5aP) plaque (see Figure 6G-1) may be mounted above a Speed Limit sign to emphasize that a reduced speed limit is in effect within a TTC zone. An END WORK ZONE SPEED LIMIT (R2-12) sign (see Figure 6G-1) may be installed at the downstream end of the reduced speed limit zone.

**Guidance:**

- 02 A BEGIN HIGHER FINES ZONE (R2-10) sign (see Figure 6G-1) should be installed at or near the beginning of a TTC zone where increased fines are imposed for traffic violations, and an END HIGHER FINES ZONE (R2-11) sign (see Figure 6G-1) should be installed at or near the downstream end of the TTC zone.

W. Allen St.



S. Fairview St.



**RE: Notice of Public Meeting**

Hello:

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 a Community Paint Day at the intersection of Allen and Fairview Streets. The Board of Public Works meeting to hear this request will be at 5:30 p.m. on Tuesday, May 20.

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. 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 prior to the Tuesday 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](mailto:public.works@bloomington.in.gov). Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

Petitioner: Holly Warren

Date: April 24, 2025



## Board of Public Works Staff Report

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<b>Project/Event:</b>	2025 Dirt Fest
<b>Petitioner/Representative:</b>	Jon Stevens, Monroe County Public Library
<b>Staff Representative:</b>	Cassie Werne, Special Projects and Operations Manager
<b>Date of Event:</b>	Monday, July 21, 2025
<b>Date of Board Meeting:</b>	Tuesday, May 20, 2025

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### Report:

For Dirt Fest, on Monday, July 21, 2025 from 11am to 4pm with a rain date of Monday, July 28, 2025, Monroe County Library will be putting a giant dirt pit on the 300 block of Kirkwood Avenue! Kids can play in the dirt, make mud pies, learn about worms and the science of soil, and take home soil and seeds for gardening. Ages birth-8.

Expect to get gloriously dirty at Dirt Fest! A shade station with water and light snacks will be provided. The soil generously donated by Good Earth Composting, LLC with support from Bloomington Parks & Recreation and Utilities Departments.

Requested right of way use from 9am to 6pm on Monday July 21 include:

- 300 block of Kirkwood between Washington and Lincoln

The following plans are included in the application:

- Site plan
- Emergency Action Plan
- Waste Management Plan
- Notification Letter

**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2025-036  
Dirt Fest**

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

WHEREAS, the Monroe County Library (hereinafter “Library”) is organizing Dirt Fest, on Monday, July 21, 2025, to take place on the 300 Block of Kirkwood Ave, directly in front of the Library; and

WHEREAS, the Library has requested that the Board of Public Works allow them to close the 300 block of Kirkwood Ave. between 9:00 a.m. and 6:00 p.m. on Monday, July 21, 2025; and

WHEREAS, the Library has agreed to comply with the special event requirements listed in this Resolution.

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

1. The Board of Public Works declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28 and 4.30 of the Bloomington Municipal Code.
2. The City of Bloomington Board of Public Works (hereinafter “City”) declares that the Library may close the 300 block of Kirkwood Ave, directly in front of the Library , as indicated on the attached application marked as **Exhibit A**, incorporated into this Resolution by reference. This location will be closed from 9:00 a.m. through 6:00 p.m. on Monday, July 21, 2025.
3. The Library 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.
4. The Library shall obtain, and place at their 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 or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate.
5. **The** Library will provide and set up barricades not before 9:00 a.m. July 21, 2025. The barricades will be removed by 6:00 p.m. on July 21, 2025.
6. The Library 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 6:00 p.m. on July 21, 2025.
7. The Library shall be responsible for obtaining any and all required permits, including, but not limited to, alcohol permits, as well as being responsible for all legal and financial expenditures.
8. The Library shall provide the City with a General Liability Certificate of Insurance in the amount of, at least, \$1,000,000 per occurrence and \$2,000,000 aggregate. Such Certificate shall list the City of Bloomington as an additional insured and shall be provided to the City at least two weeks prior to the event.

9. The Library shall be solely responsible for any and all licenses or permissions relating to copyright or intellectual property required for any art or performance at the festival.
10. The Library shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
11. The Library 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 event, a copy of which Rogers Block Party event organizers agree to submit to the City at least two weeks prior to the event.
12. In the event the Library 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.
13. In consideration for the use of the City's property and to the fullest extent permitted by law, the Library, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
14. \_\_\_\_\_, by signing this agreement, represents that they have been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

**ADOPTED THIS THE \_\_\_\_ DAY OF MAY, 2025.**

**BOARD OF PUBLIC WORKS:**

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Elizabeth Karon, Vice President

\_\_\_\_\_  
James Roach, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2025-36 ARE ACCEPTABLE AND  
AGREED TO BY VENDOR:

**Monroe County Library:**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name, Title



City of Bloomington Public  
Works (BPW)  
bloomington.in.gov

401 N Morton ST Suite 120  
PO Box 100  
Bloomington IN 47404

City Permit #: SE2025-0006  
Application Date: 4/9/2025

Phone: (812) 349-3410  
Fax: (812) 349-3567  
public.works@bloomington.in.gov

## Application For Special Event Permit To The Board of Public Works

### Applicant

Jon Stevens  
303 E Kirkwood Ave  
Bloomington IN 47408

## Overview

### Event Description

The Monroe County Library is putting a giant dirt pit on Kirkwood Avenue! Kids can play in the dirt, make mud pies, learn about worms and the science of soil, and take home soil and seeds for gardening. Ages birth-8.

Expect to get gloriously dirty at Dirt Fest! A shade station with water and light snacks will be provided. The soil generously donated by Good Earth Composting, LLC with support from Bloomington Parks & Recreation and Utilities Departments.

Please check all boxes that apply. For example, if your event is a festival and also includes a public art installation, please check both boxes.

Festival/Community Event

Checked

Neighborhood Block Party

Public Art Installation

Run/Walk/Parade

Other

Setup - Date and Time

Monday, July 21, 9:00am

Start - Date and Time

Monday, July 21, 11:00am

End - Date and Time

Monday, July 21, 4:00pm

Teardown - Date and Time

Monday, July 21, 6:00pm

Expected Number of Participants

250

Event Classification

Non-Profit

## Financial

Will you be charging admission?

No

If yes, please describe admission including amount, who admission will benefit, etc.:

Will you be collecting donations?

No

If yes, who will donations benefit?

## Right of Way

Which public rights of way are you requesting to use/close? Please check all boxes that apply.

Street(s) ☒ Checked

Sidewalk(s) ☐

Metered Parking Space(s) ☐

Please describe location of public rights of way you are requesting to use/close:

The section of Kirkwood Ave in front of MCPL. Event organizer will ensure temporary barricade(s) are in place of bollards to ensure the block remains closed during event setup and teardown.

Street	To Street	From Street	Closing /Opening	Date
Kirkwood Ave	Grant St	Lincoln St	Closing	7/21/2025 9 AM
Kirkwood Ave	Grant St	Lincoln St	Opening	7/21/2025 6 PM

Is this event on Indiana University campus? ☐

No

If yes, has this event been approved by Will Keaton, IUPD-Bloomington Special Events Coordinator, and the IUB Office of Student Life? ☐

## Emergency

Who is responsible for overall event safety and coordinating emergency response? Please provide contact name and phone number.

Jon Stevens, 317-452-5570

Please provide your plan of action for each emergency scenario below:

Medical Emergencies

Follow MCPL procedures

Severe Weather

Follow MCPL procedures - rain date scheduled for Monday, July 28, 2025

Fire/Evacuation

Follow MCPL procedures

Lost or Missing Persons

Follow MCPL procedures

Other

Have you arranged for security at your event? ☐

Yes

If yes, who will be providing security?

MCPL security staff

## Waste

Who is responsible for event clean-up and ensuring trash and recycling are properly disposed of? Please provide contact name and phone number.

Jon Stevens, 317-452-5570

Will you have food vendor(s)? ☐

No

**If yes, please name the food vendors:**

**Will you have alcohol vendor(s)?**

No

**If yes, please name the alcohol vendors:**

**What types of waste will need to be collected i.e. food waste, beverage containers, etc.?**

No products that create waste will be used

**What is your plan to collect and dispose of trash and recycling?**

Any waste can be collected in the currently available trash and recycling bins on Kirkwood Ave or in MCPL

**What vendor will provide waste bins and collection service?**

MCPL

**Will you be providing portable toilets?**

No

**If yes, how many portable toilets?**

**If yes, what company is providing the portable toilets?**

## **Noise & Entertainment**

**Please check all sources of noise below that will be present at your event:**

**Live Music**

**Recorded Music i.e. DJ, etc.**

**Loudspeaker**

**Other**

**Will the noise be amplified?**

No

**Please describe event entertainment and associated infrastructure including stage, sound amplification equipment, etc.?**

No entertainment infrastructure will be used

**What will be the power source for equipment?**

**Describe any other electrical needs:**

**Have you notified businesses/residents impacted by your event?**

Yes

**Which businesses/residents have been notified?**

All businesses on the 300 block of Kirkwood.

**When did you notify businesses/residents impacted by the event?**

## Insurance

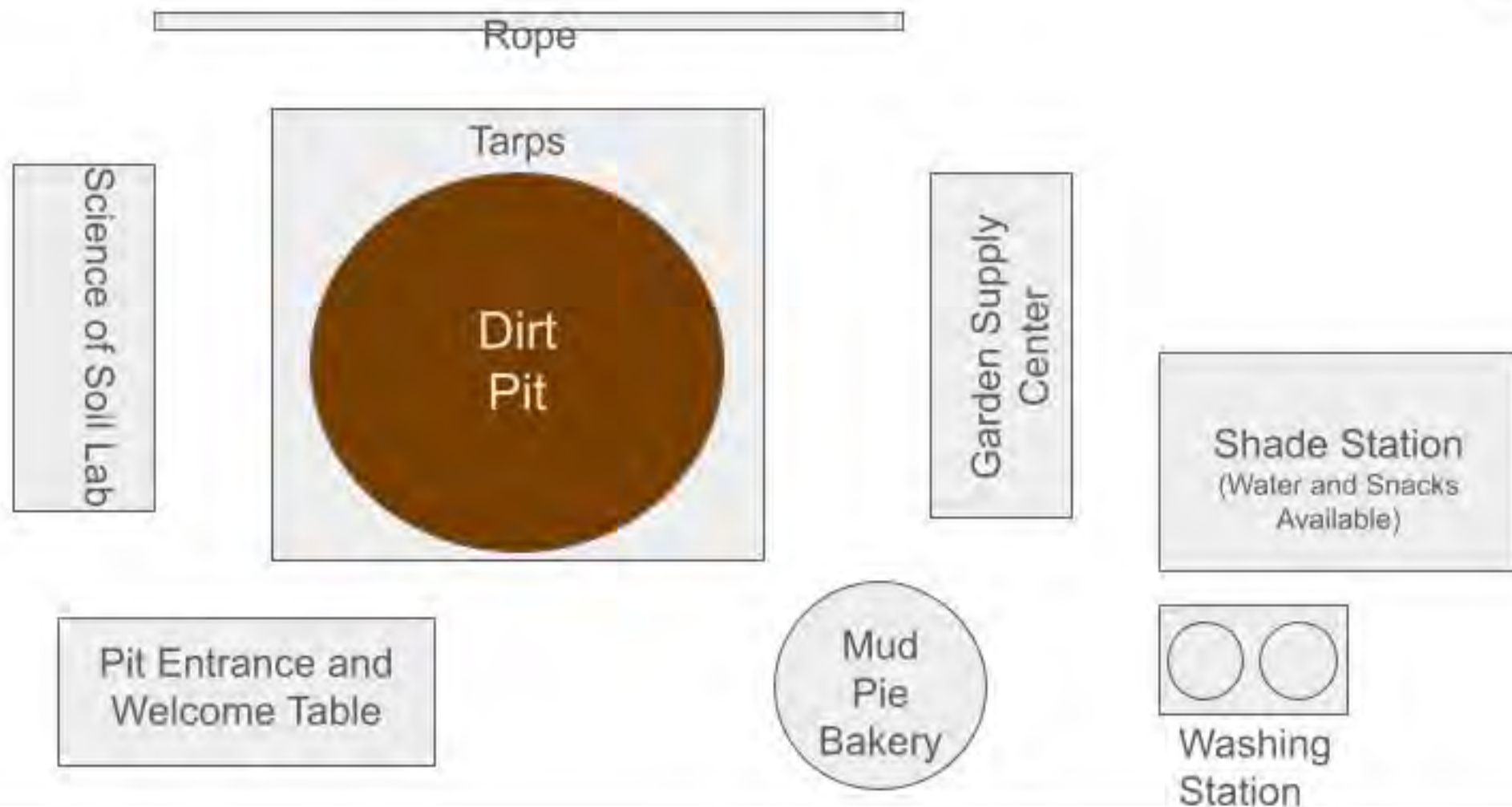
**Do you agree to submit Certificate of Liability Insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate at least 2 weeks prior to your event or earlier?**

Yes

# South Kirkwood Ave Sidewalk

Grant St  
←

Lincoln St  
→



North Kirkwood Ave Sidewalk (in front of MCPL)

## **RE: Notice of Public Meeting**

Hello:

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 Dirt Fest. Dirt Fest is a day-long program that will be held on the 300 block of Kirkwood Ave, directly in front of Monroe County Public Library, from 11:00 am to 4:00 pm on Monday, July 21, 2025 with a rain date of Monday, July 28, 2025. For this library-sponsored event, families will be able to enjoy a number of different soil-related activities, including a large pile of dirt for small children to play in. More information can be found on the MCPL website at [calendar.mcpl.info/events](https://calendar.mcpl.info/events).

The Board of Public Works meeting to hear this request will be at 5:30 p.m. on Tuesday, May 20. 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. 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 prior to the Tuesday 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](mailto:public.works@bloomington.in.gov). Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

Petitioner: Jon Stevens, Children's Services Department, Monroe County Public Library,  
812-349-3050 ext. 1045, [jstevens@monroe.lib.in.us](mailto:jstevens@monroe.lib.in.us)

Date: 5/6/2025



## Board of Public Works Staff Report

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<b>Project/Event:</b>	2025 Eclaras Impact Market
<b>Petitioner/Representative:</b>	Schyler Marolf, Eclaras Owner
<b>Staff Representative:</b>	Cassie Werne, Special Projects and Operations Manager
<b>Date of Event:</b>	Saturday, July 26, 2025
<b>Date of Board Meeting:</b>	Tuesday, May 20, 2025

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### Report:

The Eclaras Impact Market is a one-day outdoor summer market scheduled for Saturday, July 26 from 10am to 8pm with setup at 8am and teardown at 930pm. There will be no rain date. The event is focused on supporting and celebrating local small businesses, artists, and creators in the Bloomington community. The event will feature a curated selection of vintage clothing vendors, handmade goods, art, accessories, and more, with a limited number of similar booth types to ensure a diverse and engaging shopping experience.

This is a community-driven event hosted by Eclaras, a local secondhand store, and all proceeds raised from optional entry donations will go directly to Beacon Inc., a Bloomington-based nonprofit dedicated to helping those experiencing homelessness.

In addition to vendor booths, the event will include live music and food vendors to create a welcoming and festive atmosphere for all ages. We aim to increase summer foot traffic downtown, activate the Trades District, and provide local entrepreneurs with an accessible platform to grow their businesses.

Requested right of way closures from 8am to 10pm on Saturday July 26 include:

- N Madison Street from 10<sup>th</sup> to 11<sup>th</sup>
- Makers Way from N Madison to Rogers

The following plans are included in the application:

- Site plan
- Maintenance of traffic plan
- Timeline of event
- Emergency Action Plan
- Waste Management Plan
- Notification Letter

**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2025-037  
Eclaras Impact Market**

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

WHEREAS, the Eclaras Impact Market (hereinafter “Market”) is organizing an outdoor market for small and local businesses, on Saturday, July 26, 2025, to take place on N. Madison St. between 10<sup>th</sup> and 11<sup>th</sup> St, and on Makers Way; and

WHEREAS, the Market has requested that the Board of Public Works allow them to close the locations described herein between 8:00 a.m. and 10:00 p.m. on Saturday, July 26, 2025; and

WHEREAS, the Market has agreed to comply with the special event requirements listed in this Resolution.

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

1. The Board of Public Works declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28 and 4.30 of the Bloomington Municipal Code.
2. The City of Bloomington Board of Public Works (hereinafter “City”) declares that the Market may close N Madison St. between 10<sup>th</sup> and 11<sup>th</sup> streets, and Makers Way, as indicated on the attached application marked as **Exhibit A**, incorporated into this Resolution by reference. These locations will be closed from 8:00 a.m. through 10:00 p.m. on Saturday, July 26, 2025.
3. The Market 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.
4. The Market shall obtain, and place at their 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 or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate.
5. The Market will provide and set up barricades not before 8:00 a.m. July 26, 2025. The barricades will be removed by 10:00 p.m. on July 26, 2025.
6. The Market 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. Clean-up shall be completed by 10:00 p.m. on July 26, 2025.
7. The Market shall be responsible for obtaining any and all required permits, including, but not limited to, alcohol permits, as well as being responsible for all legal and financial expenditures.
8. The Market shall provide the City with a General Liability Certificate of Insurance in the amount of, at least, \$1,000,000 per occurrence and \$2,000,000 aggregate. Such Certificate shall list the City of Bloomington as an additional insured and shall be provided to the City at least two weeks prior to the event.

9. The Market shall be solely responsible for any and all licenses or permissions relating to copyright or intellectual property required for any art or performance at the festival.
10. The Market shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
11. The Market 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 event, a copy of which Rogers Block Party event organizers agree to submit to the City at least two weeks prior to the event.
12. In the event the Market 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.
13. In consideration for the use of the City's property and to the fullest extent permitted by law, the Market, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
14. \_\_\_\_\_, by signing this agreement, represents that they have been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

**ADOPTED THIS THE \_\_\_\_ DAY OF MAY, 2025.**

**BOARD OF PUBLIC WORKS:**

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Elizabeth Karon, Vice President

\_\_\_\_\_  
James Roach, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2025-37 ARE ACCEPTABLE AND  
AGREED TO BY VENDOR:

**Eclaras Impact Market:**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name, Title



City of Bloomington Public  
Works (BPW)  
bloomington.in.gov

401 N Morton ST Suite 120  
PO Box 100  
Bloomington IN 47404

City Permit #: SE2025-0003  
Application Date: 4/5/2025

Phone: (812) 349-3410  
Fax: (812) 349-3567  
public.works@bloomington.in.gov

## Application For Special Event Permit To The Board of Public Works

### Event Organizer, Applicant

Schyler Christian Marolf  
340 S WALNUT ST, STE 1-2  
Bloomington IN 47401

## Overview

### Event Description

Event Name: Eclaras Impact Market  
Event Date: Saturday, July 26th, 2025  
Event Time: 10:00 AM – 8:00 PM  
Location: N Madison Street (between 10th St and 11th St) and Makers Way, Bloomington, IN

#### Event Description:

The Eclaras Impact Market is a one-day outdoor summer market focused on supporting and celebrating local small businesses, artists, and creators in the Bloomington community. The event will feature a curated selection of vintage clothing vendors, handmade goods, art, accessories, and more, with a limited number of similar booth types to ensure a diverse and engaging shopping experience.

This is a community-driven event hosted by Eclaras, a local secondhand store, and all proceeds raised from optional entry donations will go directly to Beacon Inc., a Bloomington-based nonprofit dedicated to helping those experiencing homelessness.

In addition to vendor booths, the event will include live music and food vendors to create a welcoming and festive atmosphere for all ages. We aim to increase summer foot traffic downtown and provide local entrepreneurs with an accessible platform to grow their businesses.

We are requesting a street closure for N Madison Street between 10th and 11th Streets, including Makers Way, to allow ample space for vendor booths, food trucks, and community engagement. Street closure will ensure safety for both vendors and attendees and allow for a smooth and organized layout for the event.

**Please check all boxes that apply. For example, if your event is a festival and also includes a public art installation, please check both boxes.**

**Festival/Community Event**

Checked

**Neighborhood Block Party**

**Public Art Installation**

**Run/Walk/Parade**

**Other**

**Setup - Date and Time**

Saturday July 26th 8am

**Start - Date and Time**

Saturday July 26th 10am

End - Date and Time Saturday July 26th 8pm

Teardown - Date and Time Saturday July 26th 930pm

Expected Number of Participants 1500

Event Classification For-Profit

## Financial

Will you be charging admission? No

If yes, please describe admission including amount, who admission will benefit, etc.:

Will you be collecting donations? Yes

If yes, who will donations benefit? Free admission, but we are accepting donations for Beacon Inc at the entrance via QR code that will take event goers to their online donation page.

## Right of Way

Which public rights of way are you requesting to use/close? Please check all boxes that apply.

Street(s) Checked

Sidewalk(s)

Metered Parking Space(s) Checked

Please describe location of public rights of way you are requesting to use/close: Closing N Madison and Makers Way in the Trades District

Street	To Street	From Street	Closing /Opening	Date
N Madison Street	11th	10th	Closing	7/26/2025 8 AM
N Madison Street	11th St	10th St	Opening	7/26/2025 10 PM
Makers Way	N Rogers St	N Madison St	Closing	7/26/2025 8 AM
Makers Way	N Rogers St	N Madison St	Opening	7/26/2025 10 PM

Is this event on Indiana University campus? No

If yes, has this event been approved by Will Keaton, IUPD-Bloomington Special Events Coordinator, and the IUB Office of Student Life?

## Emergency

Who is responsible for overall event safety and coordinating emergency response? Please provide contact name and phone number. Schyler Marolf, 317-452-3728

Please provide your plan of action for each emergency scenario below:

## Medical Emergencies

In the event of a medical emergency, the event organizer (Schyler Marolf, 317-452-3728) will immediately call 911. A designated staff member or volunteer will guide emergency services to the location. A basic first aid kit will be available at the Eclaras booth. All vendors will be informed of the emergency contact number and booth location during setup.

## Severe Weather

Event goers can seek shelter in The Mill.

## Fire/Evacuation

Follow The Mill's procedures.

## Lost or Missing Persons

In the event of a lost or missing person, the event organizer (Schyler Marolf, 317-452-3728) will coordinate with The Mill and if needed will call 911 if not able to reunite.

## Other

Have you arranged for security at your event?

No

If yes, who will be providing security?

## Waste

Who is responsible for event clean-up and ensuring trash and recycling are properly disposed of? Please provide contact name and phone number.

Schyler Marolf, 317-452-3728

Will you have food vendor(s)?

Yes

If yes, please name the food vendors:

Not all have been selected yet.

Will you have alcohol vendor(s)?

No

If yes, please name the alcohol vendors:

What types of waste will need to be collected i.e. food waste, beverage containers, etc.?

We anticipate the need to collect general food waste, disposable food containers, beverage bottles and cans, paper waste (flyers, napkins), and small packaging materials.

What is your plan to collect and dispose of trash and recycling?

Trash and recycling bins will be placed throughout the event area, with clear signage for sorting waste. Volunteers and event staff will monitor bins throughout the day and replace liners as needed. At the end of the event, all waste will be collected and properly disposed of. We will also encourage vendors to reduce waste by using compostable or recyclable packaging where possible.

What vendor will provide waste bins and collection service?

Republic

Will you be providing portable toilets?

No

If yes, how many portable toilets?

If yes, what company is providing the portable toilets?

## Noise & Entertainment

Please check all sources of noise below that will be present at your event:

<b>Live Music</b>	Checked
<b>Recorded Music i.e. DJ, etc.</b>	
<b>Loudspeaker</b>	Checked
<b>Other</b>	
<b>Will the noise be amplified?</b>	Yes
<b>Please describe event entertainment and associated infrastructure including stage, sound amplification equipment, etc.?</b>	We plan to have small-scale, live music and/or local DJs performing throughout the day. Performances will take place on a small, temporary stage or setup near one end of the market. Sound amplification will be limited to speakers for music and announcements. All sound levels will be kept within reasonable limits per city guidelines to maintain a safe and enjoyable environment.
<b>What will be the power source for equipment?</b>	We plan to use quiet portable generators and potentially work with local businesses or facilities nearby (such as The Mill) to access limited power if permitted. All electrical use will be minimal and limited to music equipment, vendor lighting, or small devices.
<b>Describe any other electrical needs:</b>	
<b>Have you notified businesses/residents impacted by your event?</b>	Yes
<b>Which businesses/residents have been notified?</b>	The Mill and Upland Brewing Co.
<b>When did you notify businesses/residents impacted by the event?</b>	3/21/2025 12:00:00 AM

## Insurance

<b>Do you agree to submit Certificate of Liability 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 at least 2 weeks prior to your event or earlier?</b>	Yes
--	-----

W 11th St

W 11th

Baile  
Design  
Feiler  
Build



The Mill

Indoor restroom  
use available  
inside The Mill

vendors

vendors

vendors

-  water barricades
-  band/stage
-  food trucks (2-3)
-  trash / recycle
-  no parking
-  type 3 barricade

## ECLARAS IMPACT MARKET – EVENT TIMELINE

*Event Time:* 10:00 AM – 8:00 PM

*Rain or Shine Event*

*Trash & Recycling Vendor:* Republic Services

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### Pre-Event Setup Timeline

- **7:30 AM** – Event organizers arrive and begin early setup (info booth, signage, music station, etc.)
  - **8:00 AM** – Vendor setup window opens
    - Vendors may begin arriving to unload and set up tents, tables, and merchandise
    - **Note:** Cars are allowed on the street ONLY until 8:45 AM
  - **8:45 AM** – **All vehicles must be off the street**
    - Final vehicle warning call issued
  - **9:00 AM** – **Water barricades installed and filled by the City**
    - The road is officially closed to traffic
  - **9:00–9:45 AM** – Final vendor setup (must walk in any remaining items)
  - **9:45 AM** – Quick walk-through by event team to confirm booth readiness
  - **9:55 AM** – Music system test / event countdown
- 

### Main Event (10:00 AM – 8:00 PM)

- **10:00 AM** – Event Start!  
*Background music begins (playlist from phone)*  
Booths open for shopping

Food + drink vendors begin service  
Donations collected at entrance for Beacon Inc.

- **1:00 PM – 5:00 PM – Live DJ Set**
- **5:00 PM – 8:00 PM – Live Bands & Artists**

3 acts performing 1-hour sets

Schedule:

- 5:00–6:00 PM – Artist 1
- 6:00–7:00 PM – Artist 2
- 7:00–8:00 PM – Artist 3

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### **Event Close & Tear Down**

- **8:00 PM** – Shopping ends / event officially ends  
Announcements begin for tear down  
Vendors begin breaking down booths  
No vehicle access until barricades are emptied
- **9:00 PM** – Most vendors cleared out
- **9:30 PM** – Final clear-out deadline / barricades removed  
Street fully cleared, trash & recycling collected by Republic

**7/26**  
10am-8pm



eclaras

**IMPACT  
MARKET**

# EVENT NOTIFICATION

We're hosting the first-ever Eclaras Impact Market, a one-day, rain-or-shine community event celebrating small businesses, artists, and musicians in Bloomington!

- Location: N Morton St & W Makers Way
- Time: Saturday, July 26, from 10AM to 8 PM
- Live Music: DJ (1-5PM) + 3 Local Artists (5-8PM)
- 100+ Vendors offering vintage, art, food, and more
- Proceeds benefit Beacon Inc., a local nonprofit supporting those experiencing homelessness

**N Morton St & W Makers Way will be closed to vehicles from 9:00 AM-9:30 PM**

Want to get involved? Whether you'd like to promote the event, donate an item, or explore sponsorship opportunities, we'd love to collaborate. Email [schyler@eclaras.com](mailto:schyler@eclaras.com) for more info or to chat about how we can support each other!



# CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

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**Project/Event:** Pushcart in Right of Way  
**PW Resolution No:** 2025-038  
**Petitioner/Representative:** Louis Love, Owner of Big Dawg Cart, LLC  
**Staff Representative:** Susan Coates  
**Meeting Date:** 5/20/205

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**Big Dawg Cart, LLC**, by its owner, Louis Love, has applied for a Pushcart Vendor License to operate a food push cart. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will be selling food and beverage via a mobile pushcart.

This application is for 6 months.

Staff is supportive of the request.

**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2025-038  
Pushcart in Public Right of Way  
Big Dawg Cart, LLC**

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

WHEREAS, Big Dawg Cart, LLC (“Vendor”), is seeking a Pushcart Vendor License under Bloomington Municipal Code 4.3;

WHEREAS, the issuance of a Pushcart Vendor License under Bloomington Municipal Code 4.3 requires Vendor to submit documentation to the City—set forth at Bloomington Municipal Code 4.30.050—including an independent safety inspection, an open burn permit issued by the City of Bloomington Fire Department, and all applicable permits required by the Monroe County Health Department;

WHEREAS, Vendor has agreed to the Standards of Conduct set forth in Bloomington Municipal Code 4.3 and signed the Release, Hold-Harmless, and Indemnification Agreement as required by Bloomington Municipal Code 4.30.150;

WHEREAS, Vendor desires to be able to use “City property” as defined in Bloomington Municipal Code 4.30.130, which includes public on-street parking, on a temporary and transient basis for the purpose of selling food and beverage via a mobile pushcart; and

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food and beverage via a mobile pushcart for 6 months beginning 5/22/2025, and ending 11/22/2025.

2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.3 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above. Operating a mobile pushcart without a business license is a violation of Bloomington Municipal Code 4.30.170(a)(1), and would subject Vendor to a fine of \$2,500 for the first offense.

3. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.3 of the Bloomington Municipal Code—attach to this approval:

- a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
- b. Vendor will have obtained a valid Pushcart license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Pushcart license throughout the term of Vendor’s operation on City property.
- c. Vendor may locate his business in a public parking space within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.

**RESOLUTION 2025-038**

- d. Vendor shall remove his business from a public parking space within a reasonable time, no more than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
- e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.3 (Pushcarts), and (2) all City parking regulations, restrictions, and ordinances.
- f. Vendor is prohibited from operating within a one block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:
  - 1) City of Bloomington Farmers' Market;
  - 2) City of Bloomington Holiday Market;
  - 3) The Taste of Bloomington;
  - 4) Lotus World Music and Arts Festival;
  - 5) The Fourth Street Festival;
  - 6) Arts Fair on the Square;
  - 7) Strawberry Festival;
  - 8) Canopy of Lights;
  - 9) Fourth of July Parade; and
  - 10) Any other special events approved by the City Controller.

**ADOPTED THIS THE 20th DAY OF MAY, 2025.**

**BOARD OF PUBLIC WORKS:**

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Elizabeth Karon, Vice President

\_\_\_\_\_  
James Roach, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2025-038 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

\_\_\_\_\_  
Louis Love  
Big Dawg Cart, LLC

Date: \_\_\_\_\_



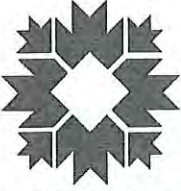
# CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

## Business License Cover Sheet

Business Name	Big Dawg Cart
License Type	Pushcart License
Contact	Louis Love
Phone	812-606-1161
Email	l.tyronelove@yahoo.com
BPW Resolution No (if applicable)	2025-038
Issue Date of License	5/22/2025
Expiration Date of License	11/22/2025
Scanned?	<input checked="" type="checkbox"/>
Renewal Date for License	11/22/2025
Department Head	Jane Kupersmith
Record Destruction Date	11/22/2028
ESD Tracking No	N/A
Document Digital Filing Location	G: ESD Shared: >SMALL BUSINESS DEVELOPMENT > LICENSING > LICENSES > PUSHCART LICENSE > Businesses

BIG DAWG CART  
ACS-25-038



CITY OF BLOOMINGTON

## PUSHCART LICENSE APPLICATION

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

### 1. License Length and Fee Application

Length of License: 1 Day - \$25

~~Three Months \$150.00~~  
Six Months \$200.00

Not paid yet

### 2. Applicant Information

Name: Louis T. Love

Title/Position: Owner

Date of Birth: 4-12-1972

Address: 600 W. Whitethorn Way

City, State, Zip: Bloomington, IN. 47403

E-Mail Address: L.tyrone.love@yahoo.com

Phone Number: (812) 606-1161

Mobile Phone: (812) 606-1161

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

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

Name:

Address:

City, State, Zip:

E-Mail Address:

Phone Number:

Mobile Phone:

Received in ESD

APR 24 2025

#### 4. Company Information

Name of Employer: Big Dawg Cart LLC  
Address of Employer: 600 W. Whitethorn Way  
City, State, Zip: Bloomington, IN. 47403  
Employment Start Date: 10-17-2024 End Date (If known): —  
Phone Number: (812) 606-1161  
Website / Email:  
Company is a: ☒ Limited Liability Corporation (LLC) ☐ Corporation ☐ Partnership ☐ Sole Proprietor ☐ Other:

#### 5. Company Officer Information

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

Name

Louis T. Love

Address

600 W. Whitethorn Way  
Bloomington, IN. 47403

#### 6. Company Incorporation Information (For Corporations and LLC's Only)

Date of incorporation or organization: Oct. 17, 2024

State of incorporation or organization: Indiana

(If Not Indiana) Date qualified to transact business in state of Indiana:

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

*I plan to sale fully Cooked Hot dogs and sausages.  
Heated with propane gas on a hotdog cart.*

Planned hours of operation:

*6:30AM to 4:30AM*

Place or places where you will conduct business (If private property, attach written permission from property owner):

Scaled site plan showing the location of the proposed pushcart and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.

Please Attach

Have you had a similar license, either from the city Bloomington, or a different municipality, revoked?

Yes ☐

No ☒

(If Yes) Provide details

*N/A*

BIG DAWG  
CART  
Res-25-038

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

- ☒ Proof of insurance in accordance with the limits described in Section 4.30.090 of the Bloomington Municipal Code:
  - Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate
  - Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
- ☒ Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
- ☒ A copy of your business's registration with the Indiana Secretary of State.
- ☒ A copy of your Employer ID number
- ☒ A signed copy of the Prohibited Location Agreement
- ☒ A signed copy of the Standards of Conduct Agreement
- ☒ Fire inspection (if required) ? propane gas involved.
- ☒ Picture of pushcart - pulled pic from Visit Bloomington website
- ☒ Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

✓ Working on Servo Cert. rec'd 5/9/25

**For City Of Bloomington Use Only**

Date Received:

Received By:

Date Approved:

Approved By:

4/24/25

Coates

✓ 5/9/25 - sent email requesting fire insp.  
rec'd 5/12.

5/12 - requested BAW Agenda.  
✓  
Res 25-38



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/28/2025

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

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

<b>Producer</b> HAZEN INSURANCE AGENCY LLC 804 S AUTO MALL RD BLOOMINGTON, IN 47401-5430	<b>CONTACT NAME</b> HAZEN INSURANCE AGENCY LLC	
	<b>PHONE</b> (A/C, No, Ext): (812) 334-1413	<b>FAX</b> (A/C, No):
	<b>E-MAIL</b>	
	<b>ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Shelter Mutual Insurance Company	23388
	<b>INSURER B:</b> Shelter General Insurance Company	23361
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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

INSD LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:				04/24/2025	04/24/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER \$ E.L. EACH ACCIDENT \$ E.E. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

**CERTIFICATE HOLDER**CITY OF BLOOMINGTON  
401 N MORTON ST  
BLOOMINGTON, IN 47404-3729**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**MAYOR KERRY THOMSON**

CITY OF BLOOMINGTON

401 N Morton St Suite 130  
PO Box 100  
Bloomington, IN 47402

DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT

P 812-349-3418

F 812-349-3520

**RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT**

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

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

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

Louis T. Love Jr.  
Name, Printed

Louis T. Love Jr.  
Signature

4-23-2025  
Date Release Signed

**State of Indiana**  
**Office of the Secretary of State**

**Certificate of Organization**  
**of**  
**BIG DAWG CART LLC**

I, DIEGO MORALES, Secretary of State, hereby certify that Articles of Organization of the above Domestic Limited Liability Company have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Code.

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, October 17, 2024.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, October 18, 2024.

*Diego Morales*

DIEGO MORALES  
SECRETARY OF STATE

202410171832674 / 10S38653

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

ARTICLES OF ORGANIZATION

Formed pursuant to the provisions of the Indiana Code.

ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID [REDACTED]  
BUSINESS TYPE Domestic Limited Liability Company  
BUSINESS NAME BIG DAWG CART LLC  
PRINCIPAL OFFICE ADDRESS 600 W Whitethorn Way, Bloomington, IN, 47403, USA

ARTICLE II - REGISTERED OFFICE AND ADDRESS

REGISTERED AGENT TYPE Individual  
NAME Louis Tyrone Love Jr  
ADDRESS 600 W Whitethorn Way, Bloomington, IN, 47403, USA  
SERVICE OF PROCESS EMAIL L.tyrone@love@yahoo.com

I acknowledge that the Service of Process email provided above is the email address at which electronic service of process may be accepted.

ARTICLE III - PERIOD OF DURATION AND EFFECTIVE DATE

PERIOD OF DURATION Perpetual  
EFFECTIVE DATE 10/17/2024  
EFFECTIVE TIME 01:45PM

ARTICLE IV - GOVERNING PERSON INFORMATION

TITLE Member  
NAME Louis Tyrone Love JR.  
ADDRESS 600 W Whitethorn Way, Bloomington, IN, 47403, USA

MANAGEMENT INFORMATION

THE LLC WILL BE MANAGED BY MANAGER(S) No  
IS THE LLC A SINGLE MEMBER LLC? Yes

Date of this notice: 10-18-2024

Employer Identification Number:  
[REDACTED]

Form: SS-4

Number of this notice: CP 575 G

BIG DAWG CART LLC  
LOUIS TYRONE LOVE JR SOLE MBR  
600 W WHITETHORN WAY  
BLOOMINGTON, IN 47403

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 33-1545955. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

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

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

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



**MAYOR KERRY THOMSON**  
CITY OF BLOOMINGTON

401 N Morton St Suite 130  
PO Box 100  
Bloomington, IN 47402

DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT

P 812-349-3418  
F 812-349-3520

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**Prohibited Location Agreement**

Bloomington Municipal Code Section 4.30.130 prohibits Pushcarts from operating in certain locations. This Agreement provides for all of the prohibited locations. Two maps are also attached to this Agreement. All signatories to this Agreement are required to review not only this Agreement, but also the attached maps prior to signing this Agreement.

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

- No pushcart shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works
- No pushcart serving food or beverages shall operate within fifty feet of any façade of a ground level establishment that also sells food or beverages, or operate within fifty feet of the perimeter of such an establishment's outdoor seating area, regardless of whether or not the pushcart is currently conducting business. The distance restriction only applies from an hour before the opening time to an hour after the closing time posted by a ground level establishment on the facade of its building
- No pushcart shall locate in a street, street median strip or alleyway
- Pushcarts shall be located a reasonable distance from all posted bus stops, crosswalks, driveways, alleyways, right-of-way lines of two or more intersecting streets and building entrances or walk-up windows
- No pushcart shall locate within a one block radius of a Special Event unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works
- No pushcart shall be located in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public
- No pushcart shall be located within fifteen feet of any fire hydrant
- No pushcart shall locate within any zoning district except the following: Commercial General; Commercial Arterial; Commercial Downtown; Industrial General; Business Park; and Institutional
- Pushcarts shall only be located on private property if the private property owner has provided both the business operator and the City written permission for the pushcart to locate on said property
- No pushcart operating on private property shall displace required parking or landscaping nor block any drives, parking access aisles, fire lanes, sidewalks, or accessible routes required for the private parking by the City's zoning code
- No pushcart shall park near an intersection and in a manner that blocks the line-of-sight of drivers using adjacent roadways

- No pushcart shall locate on the B-Line Trail except in the following permitted areas:
  - Between the north side of Dodds Street and the south side of 2nd Street
  - Between the north side of 3rd Street and the south side of 4th Street
  - Between the north side of 6th Street and the south side of Fairview Street

**I, the undersigned, understand that if I locate my pushcart in any of the above-described prohibited locations or manner that I subject myself to fines and possible revocation of my Pushcart License, as so described in Chapter 4.30 of the Bloomington Municipal Code.**

**Vendor:**

Name: Louis T. Love Jr.

Signature: Louis T. Love Jr.

Date: 4-23-2025



**MAYOR KERRY THOMSON**  
CITY OF BLOOMINGTON

401 N Morton St Suite 130  
PO Box 100  
Bloomington, IN 47402

DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT

P 812-349-3418  
F 812-349-3520

**Standard of Conduct Agreement**

Bloomington Municipal Code Section 4.30.150 provides Standards of Conduct for all Pushcarts. This Agreement provides a list of said Standards of Conduct. All signatories to this Agreement are required to review this Agreement prior to signing this Agreement.

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

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

- Each pushcart shall be maintained free and clear of dirt, and finishes shall not be chipped, faded or unduly marred
- Foods or beverages which present a substantial likelihood that liquid matter or particles will drop to the street or sidewalk during the process of carrying or consuming the food or beverage shall be sold in proper containers so as to avoid falling to the street or sidewalk
- Pushcarts which utilize a grill or device that may result in a spark, flame or fire shall adhere to the following additional standards:
  - Be placed approximately 20 feet from a building or structure
  - Provide a barrier between the grill or device and the general public
  - The spark, flame or fire shall not exceed 12 inches in height
  - A fire extinguisher shall be within reaching distance of the pushcart operator at all times
- Pushcart operators shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out on City property, including, where possible, the removal of the pushcart and cessation of such sales
- No pushcart shall ever be left unattended
- Pushcarts shall not be stored, parked or left overnight on any City property
- All pushcarts which are food service establishments as defined by Title 10.17 of the Bloomington Municipal Code shall install an approved grease interceptor or grease trap.
- Foods, oils and greases shall never be discharged into the City's sewer or storm drains
- All pushcart operators are required to collect and pay all applicable and appropriate sales taxes
- No pushcart shall provide customer seating unless approval has been given by the City's Board of Public Works and the City's Planning and Transportation Department
- All pushcarts shall comply with the lighting standards found in Chapter 20.05 of the Bloomington Municipal Code
- All pushcarts shall comply with the vision clearance standards found in Chapter 20.05 of the Bloomington Municipal Code
- No pushcarts shall have a drive-thru
- The decibels of any generator(s) associated with a pushcart shall not exceed "70dBA".
  - Such noise measurement shall be made at a height of at least four (4) feet above the ground and at a point approximately twenty-five (25) feet away from where the noise is being emitted on a sound level meter operated on the "A" weighting network (scale).
  - No person other than the operators shall be within twenty-five (25) feet of the sound level meter during the sample period.
  - Sound measurements shall be conducted at that time of day or night when the relevant noise source is emitting sound.
  - The sound level measurement shall be determined as follows:
    - Calibrate the sound level meter within one (1) hour before use.
    - Set the sound level meter on the "A" weighted network at slow response.
    - Set the omnidirectional microphone in an approximately seventy degree position in a location which complies with subsections (1) and (2) herein.

- The operator of the sound level meter shall face the noise source and record the meter's instantaneous response.
- Recalibrate the sound level meter after use.
- It shall be unlawful for any person to interfere, through the use of sound or otherwise, with the taking of sound level measurement

**I, the undersigned, understand that if I conduct business in violation of any the above described standards of conduct that I subject myself to fines and possible revocation of my Pushcart License, as so described in Chapter 4.30 of the Bloomington Municipal Code.**

**Vendor:**

Name: Louis T. Love Jr

Signature: Louis T. Love Jr

Date: 4-23-2025



# Bloomington Fire Department

PO Box 100  
Bloomington IN 47402  
812-332-9763

Mayor Kerry Thomson

Fire Chief Roger Kerr

## Temporary Food Vendor

### Fire Permit

**Permit Number**  
BFD-2024-0000150

**Effective Date Range**  
09/30/2024 - 09/30/2025

**Expiration Date**  
09/30/2025

**Business Name**  
Big Dawg cart

**Billing Address**  
600 W WHITETHORN WAY, BLOOMINGTON, IN,  
47403

This permit is to certify that the named establishment has met the minimum standards of the Indiana Fire Code at the time of inspection. This is a **Fire Permit only** and does not indicate approval from any other agency or authority. Inspection and approval from the **State Health Department** is required and the final permit will be issued by the **City of Bloomington Economic and Sustainable Department**.

### Permit Contact

Louis Love  
Business Owner

--

L.tyronelove@yahoo.com

## Permit Signatures

### Inspector Permit Signature

---

Yutmeyer, Jeff  
Deputy Fire Marshal  
812-360-3507  
Jeff.yutmeyer@bloomington.in.gov



## Notice of Permits

The Fire Official has approved the following permits for the following locations

### Location

Name	Address
Big Dawg cart	600 W WHITETHORN WAY, BLOOMINGTON, IN, 47403

### Permits

Permit Number	Permit Type	Effective Date	Expiration Date
BFD-2024-0000150	Food Vendor Permit	09/30/2024	09/30/2025

This notice must be prominently displayed at all times. Permits may be revoked at any time for failure to remain in conformity with applicable regulations.

Issued by:

Date Issued:

05/12/2025

A handwritten signature in black ink that reads "Jeff Yutmeyer".

Yutmeyer, Jeff  
Deputy Fire Marshal  
812-360-3507  
Jeff.yutmeyer@bloomington.in.gov



# Mobile Food Establishment License

## Monroe County Health Department

This is to certify that:

Big Dawg Cart

Louis T Love

2361 W Rappel Ave

Bloomington, IN 47404

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

Issued:

5/2/2025



By

*Jack H. H. H. H.*

Monroe County Health Officer

# 2025

NON-NEGOTIABLE AND NOT TRANSFERABLE

PERMIT EXPIRES FEBRUARY 28, 2026

# CERTIFICATE

— of —

## COMPLETION

**Louis T. Love**

has successfully passed the exam required to meet the standard set forth for the

### Food Protection Manager

which is accredited by the American National Standards Institute (ANSI) - Conference for Food Protection (CFP)

Certificate Number : 4910201

Completed Date :	2025-5-6	Expired Date :	2030-5-6
Learner reference :	339232	Proctor Name :	Tricia Perkinson
Exam Form Number :	99	Exam Location :	Indianapolis, IN



The Always Food Safe Company  
899 Montreal Circle, St. Paul, 55102  
[www.alwaysfoodsafecompany.com](http://www.alwaysfoodsafecompany.com)



Nick Eastwood  
President  
The Always Food Safe Company

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
5/16/2025	Payroll				695,232.65
					<u>695,232.65</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 **\$ 695,232.65**

**Dated this 20th day of May year of 2025.**

_____	_____	_____
Kyla Cox Deckard, President	Elizabeth Karon, Vice President	James Rach, 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:** Change Order #1, #2, #3, Winslow, Rogers Resurfacing Project  
**Petitioner/Representative:** Engineering Department  
**Staff Representative:** Jason Kerr  
**Date:** May 20<sup>th</sup>, 2025

---

**Report:** This project is for asphalt milling and resurfacing, curb, curb ramp, and crosswalk median installations on Winslow Rd and Rogers Rd.

**Change Order #1** - This change order is for an additional crosswalk median at Spicewood Ln and Rogers Rd. Also, there is curb installation added to the NE corner of Abby Ln.

**Change Order #2** - Culvert is extended three feet north of the retaining wall to allow for riprap to be placed over the pipe. This is at a part of the trail along Winslow. Addition of a sanitary manhole section piece to allow for the manhole to be adjusted to the trail height.

**Change Order #3** - Reconstruct the eastbound turn lane at Spicewood Ln to a pavement section meeting the requirements for a mainline roadway at the expected traffic volume.

**Initial Contract Price –** \$1,340,000.00

**Change Order #1 –** \$ 41,302.55

**Change Order #2 –** \$ 2,290.48

**Change Order #3 –** \$ 18,868.81

**New Contract Price –** \$1,402,461.84

**Net Addition Change - \$ 62,461.84**

**Note:** Change orders will add 7 days to the time limit on this project.



## CONTRACT COVER MEMORANDUM

**TO:** Margie Rice, Corporation Counsel; Jessica McClellan, Controller  
**FROM:** Aleksandrina Pratt  
**DATE:** May 20, 2025  
**RE:** Change Order #1-3 Winslow, Rogers Resurfacing Project - Milestone Contractors, LP

<b>Contract Recipient/Vendor Name:</b>	Milestone Contractors LP
<b>Department Head Initials of Approval:</b>	Andrew Cibor
<b>Responsible Department Staff:</b> <i>(Return signed copy to responsible staff)</i>	Jason Kerr
<b>Responsible Attorney:</b> <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
<b>Record Destruction Date:</b> <i>(Legal to fill in)</i>	2037
<b>Legal Department Internal Tracking #:</b> <i>(Legal to fill in)</i>	25-390
<b>Due Date For Signature:</b>	5/15/2025
<b>Expiration Date of Contract:</b>	Estimated December 2026
<b>Renewal Date for Contract:</b>	N/A
<b>Total Dollar Amount of Contract:</b>	Original Contract \$1,340,000.00 Change Order #1 + \$41,302.55 Change Order #2 + \$ 2,290.48 Change Order #3 + \$18,868.81 Final Contract \$1,402,461.84
<b>Funding Source:</b>	1101-07-070000-54310
<b>W9/EFT Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
<b>Equal Employment Plan Complete (if applicable):</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
<b>Procurement Summary Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

**Summary of Contract:** This project is for asphalt milling and resurfacing, curb, curb ramp, and crosswalk median installations on Winslow and Rogers Rd. These change orders are for an additional crosswalk median at Spicewood Ln and Rogers Rd. Also, there is curb installation added to the NE corner of Abby Ln. Additional lane reconstruction at Spicewood Ln. Additional pipe for drainage and a sanitary manhole section addition to gain proper grade height. The contract price was \$1,340,000.00, the amount of these change orders is \$62,461.84 bringing the new contract price to \$1,402,461.84.

## City of Bloomington Contract and Purchase Justification Form

Vendor: Milestone Contractors LP

Contract Amount: \$1,402,461.84

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

### PURCHASE INFORMATION

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

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

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

	Yes	No	
# of Submittals: N/A			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: 10px;"> <div style="display: inline-block; text-align: center; width: 30px;">Yes</div> <div style="display: inline-block; text-align: center; width: 30px;">No</div> </div> <input checked="" type="checkbox"/> <input type="checkbox"/> <p>This is a change order in compliance with the contract documents.</p>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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

Contract Price	\$1,340,000.00
Change Order #1	+ \$ 41,302.55
Change Order #2	+ \$ 2,290.48
Change Order #3	+ \$ 18,868.81
Final Contract	\$1,402,461.84

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 Jason Kerr

Print/Type Name

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 Project Manager

Print/Type Title

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 Engineering

Department



Work Change Directive No. 01

Date of Issuance:	04-09-2025	Effective Date:	04-09-2025
Owner:	City of Bloomington	Owner's Contract No:	
Contractor:	Milestone Contractors LP	Contractor's Project No:	
Project Engineer:	Patrick Dierkes	Project Manager:	Jason Kerr
Project:	Winslow, Rogers Resurfacing Project		

Contractor is directed to proceed promptly with the following change(s):

Description:

The City of Bloomington requested the addition of curb and removal of pavement at the northeast corner of Winslow and Abby Lane intersection. The City also requested the addition of a median island for the western crosswalk at the intersection of Rogers and Spicewood Lane.

In addition: During preparation of Field Order #01 it was discovered the project specified post lengths in the original plan set were calculated incorrectly. The intent of the project is to follow standard MUTCD guidance for sign mounting heights in an urban area and INDOT standard specifications for measuring signpost quantities. Typical mounting height, measured vertically from the bottom of the sign to the top of the curb, shall be seven feet. The mounting height of a secondary sign that is mounted below another sign may be six feet if the secondary sign does not project more than four inches into a pedestrian facility. Mounting height for object markers (OM1-2) and roundabout directional arrows (R6-4a) shall be four feet. Please direct any question to the Engineer.

Attachments: Plan Sheet #2, 6, 14, 22 indicating Addendum #02.

Purpose for the Work Change Directive:

The curb addition at Abby Lane creates a physical barrier to prevent westbound vehicles from passing a turning vehicle on the right. Current traffic patterns indicate that passing on the right is prevalent at the location.

The median refuge island at Spicewood Lane provides a shorter unprotected crossing distance for users crossing Rogers Road. The addition of the refuge island was directed by resident request.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following

☐ Non-agreement on pricing of proposed change. ☐ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

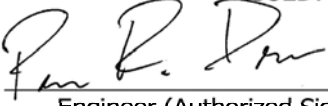
Contract Price: \$1,373,886.58 **Increase**

Contract Time: 4 days **Increase**

Basis of estimated change in Contract Price: ☐ Lump Sum ☒ Unit Price ☐ Cost of the Work ☐ Other

ISSUED:

RECEIVED:

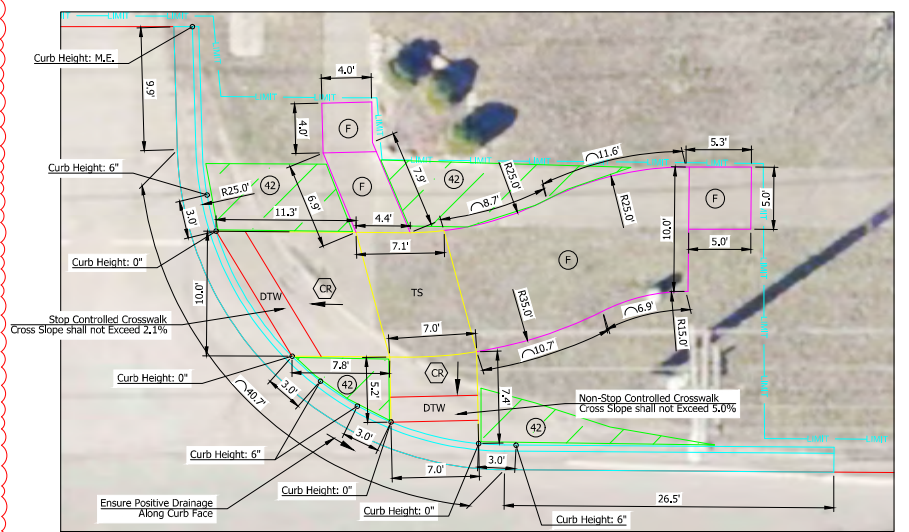
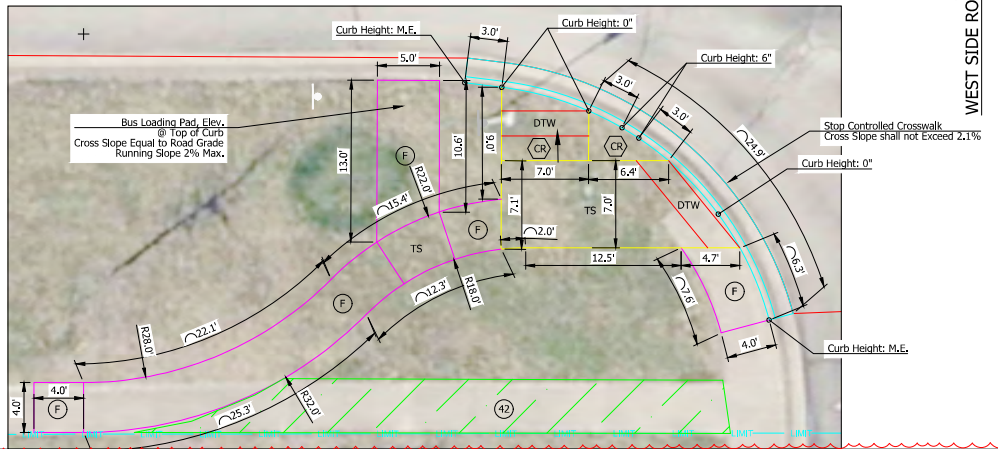
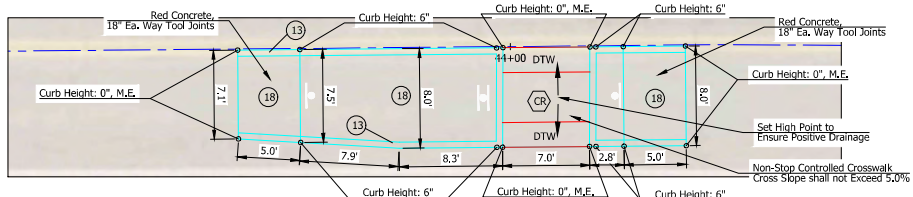
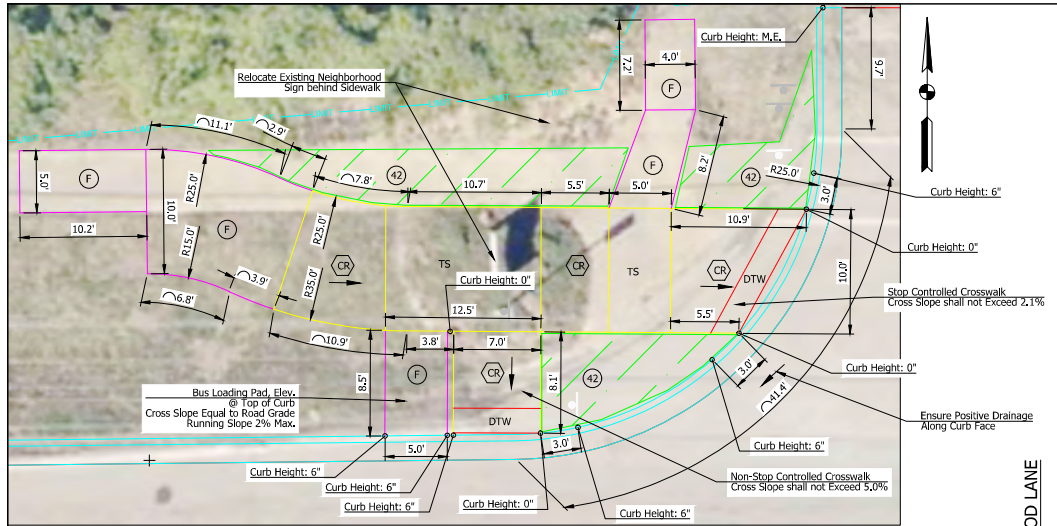
By:  By: \_\_\_\_\_  
Engineer (Authorized Signature) Contractor (Authorized Signature)

Title: REA - Project Engineer Title: \_\_\_\_\_

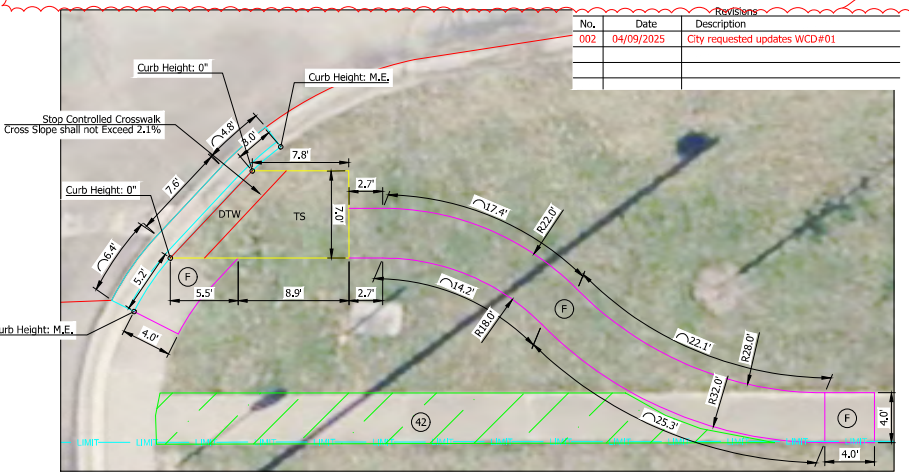
Date: 04/08/2025 Date: \_\_\_\_\_







**CURB RAMP DETAILS  
NE CORNER ROGERS ROAD AND SPICEWOOD LANE**  
Scale: 1"=5'



**CURB RAMP DETAILS  
SE CORNER ROGERS ROAD AND SPICEWOOD LANE**  
Scale: 1"=5'

(M)	Milling, Asphalt, 1-1/2 in.	(CR)	Curb Ramp, Concrete	(TS)	Turning Space, 1.50% Ea. Way Desirable, 2.00% Max.
(R)	165 #/syd HMA Surface, Type 3, 64, 9.5 mm	(13)	Concrete Curb	(42)	Remove Pavement & Agg. Base, Backfill with B-Borrow & 4" Topsoil, Mulch Seed
(F)	Sidewalk, Concrete, 4 in. on 4 in. #53 Compacted Agg.	(15)	Concrete Curb and Gutter, Modified	(C)	PCCP, 12 in. on 6 in. #53 Compacted Agg.
(F1)	165 #/syd MHA Surface, Type B, on 220 #/syd HMA Intermediate, Type B, on 6 in. #53 Compacted Agg.	(18)	Center Curb, D Concrete		
		(P)	Patch, 165 #/syd HMA Surface, on PCCP, 9 in. DTW Detectable Warning Plate, Cast Iron		



RECOMMENDED FOR APPROVAL	<i>Pat R. Durkin</i>	11/20/2024
ENGINEER		DATE
DESIGNED: PRD	DRAWN: PRD	
CHECKED: JNK	CHECKED:	

**CITY OF BLOOMINGTON  
ENGINEERING DEPARTMENT**

**EAST WINSLOW ROAD RESURFACING  
CURB RAMP DETAILS  
ROGERS ROAD & SPICEWOOD LANE**

HORIZONTAL SCALE	BRIDGE FILE
1" = 5'	N/A
VERTICLE SCALE	DESIGNATION
N/A	N/A
SURVEY BOOK	SHEETS
N/A	14 of 26
CONTRACT	PROJECT
N/A	WINSLOW RESURFACING

FILE: WINSLOWHIGH\_PLAN\_SHEET\_CURB\_RAMP\_07.DWG





# City of Bloomington, Indiana

## Change Order Details

### Winslow, Rogers (Allendale-Sare) Resurfacing

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<b>Description</b>	The project shall include, but is not limited to, asphalt resurfacing, pavement markings, curb replacement, curb ramp modifications, and stormwater infrastructure updates on Winslow Road and Rogers Road between Allendale Drive and Sare Road.
<b>Prime Contractor</b>	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
<b>Change Order</b>	1
<b>Status</b>	Pending
<b>Date Created</b>	04/25/2025
<b>Type</b>	Scope Changes
<b>Summary</b>	Curb addition at Abby Lane.
<b>Change Order Description</b>	Work Change Directive #1 - This change order is a result of a City request for safety improvements by adding additional curb and pavement removal at the northeast corner of Winslow Road and Abby Lane intersection. The curb addition at Abby Lane creates a physical barrier to prevent westbound vehicles from passing a turning vehicle on the right. Current traffic patterns indicate that passing on the right is prevalent at the location. Four additional days are being added to the contract time.
<b>Awarded Project Amount</b>	\$1,340,000.00
<b>Authorized Project Amount</b>	\$1,340,000.00
<b>Change Order Amount</b>	\$41,302.55
<b>Revised Project Amount</b>	\$1,381,302.55

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - West									
0009	202-02240	SYS	\$15.000	1,781.000	\$26,715.00	29.600	\$444.00	1,810.600	\$27,159.00
PAVEMENT REMOVAL									
Reason: WCD #1									
			Funding Details						
			CBU	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			CBU Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Council Sidewalk-Not CCMG Eligible	0.000	\$0.00	29.600	\$444.00	29.600	\$444.00
			DPW	1,781.000	\$26,715.00	0.000	\$0.00	1,781.000	\$26,715.00
			DPW-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0017	301-12234	TON	\$47.000	681.000	\$32,007.00	4.500	\$211.50	685.500	\$32,218.50
COMPACTED AGGREGATE NO. 53									
Reason: WCD #1									
			Funding Details						
			CBU	63.000	\$2,961.00	0.000	\$0.00	63.000	\$2,961.00
			CBU Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
			Council Sidewalk-Not CCMG Eligible	0.000	\$0.00	4.500	\$211.50	4.500	\$211.50
			DPW	618.000	\$29,046.00	0.000	\$0.00	618.000	\$29,046.00
			DPW-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0033	605-06120	LFT	\$57.000	186.000	\$10,602.00	80.000	\$4,560.00	266.000	\$15,162.00
CURB, CONCRETE									
Reason: WCD #1									
			Funding Details						
			CBU	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			CBU Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Council Sidewalk-Not CCMG Eligible	0.000	\$0.00	80.000	\$4,560.00	80.000	\$4,560.00
			DPW	186.000	\$10,602.00	0.000	\$0.00	186.000	\$10,602.00
			DPW-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0041	621-06561	SYS	\$2.650	1,172.000	\$3,105.80	29.600	\$78.44	1,201.600	\$3,184.24
MULCHED SEEDING, CITY OF BLOOMINGTON MIX									
Reason: WCD #1									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
			Funding Details						
		CBU		0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
		CBU Not CCMG Eligible		0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
		Council Sidewalk-Not CCMG Eligible		0.000	\$0.00	29.600	\$78.44	29.600	\$78.44
		DPW		1,172.000	\$3,105.80	0.000	\$0.00	1,172.000	\$3,105.80
		DPW-Not CCMG Eligible		0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
		Parks		0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
		Parks-Not CCMG Eligible		0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0042	621-06576	SYS	\$100.000	573.000	\$57,300.00	29.600	\$2,960.00	602.600	\$60,260.00
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TURF RESTORE, EXISTING PAVEMENT AREA

**Reason:** WCD #1

			Funding Details						
			CBU	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			CBU Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Council Sidewalk-Not CCMG Eligible	0.000	\$0.00	29.600	\$2,960.00	29.600	\$2,960.00
			DPW	573.000	\$57,300.00	0.000	\$0.00	573.000	\$57,300.00
			DPW-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 3 - East									
0115	202-02240	SYS	\$14.050	642.000	\$9,020.10	31.500	\$442.58	673.500	\$9,462.68
PAVEMENT REMOVAL									
Reason: WCD #1									
			Funding Details						
			CBU	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			CBU Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Council Sidewalk-Not CCMG Eligible	0.000	\$0.00	31.500	\$442.58	31.500	\$442.58
			DPW	642.000	\$9,020.10	0.000	\$0.00	642.000	\$9,020.10
			DPW-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0117	202-02279	LFT	\$19.000	286.000	\$5,434.00	8.000	\$152.00	294.000	\$5,586.00
CURB AND GUTTER, REMOVE									
Reason: WCD #1									
			Funding Details						
			CBU	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			CBU Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Council Sidewalk-Not CCMG Eligible	0.000	\$0.00	8.000	\$152.00	8.000	\$152.00
			DPW	286.000	\$5,434.00	0.000	\$0.00	286.000	\$5,434.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0118	202-52710	SYS	DPW-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
			Council Sidewalk-Not CCMG Eligible	0.000	\$0.00	31.000	\$1,457.00	31.000	\$1,457.00
			DPW	318.000	\$14,946.00	0.000	\$0.00	318.000	\$14,946.00
			DPW-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0132	604-08086	SYS	\$152.000	156.000	\$23,712.00	44.000	\$6,688.00	200.000	\$30,400.00
CURB RAMP, CONCRETE									
Reason: WCD #1									
			Funding Details						
			CBU	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			CBU Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Council Sidewalk-Not CCMG Eligible	0.000	\$0.00	44.000	\$6,688.00	44.000	\$6,688.00
			DPW	156.000	\$23,712.00	0.000	\$0.00	156.000	\$23,712.00
			DPW-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0133	604-12083	SYS	\$310.000	28.000	\$8,680.00	4.500	\$1,395.00	32.500	\$10,075.00
DETECTABLE WARNING SURFACES									
Reason: WCD #1									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
			Funding Details						
			CBU	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			CBU Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Council Sidewalk-Not CCMG Eligible	0.000	\$0.00	4.500	\$1,395.00	4.500	\$1,395.00
			DPW	28.000	\$8,680.00	0.000	\$0.00	28.000	\$8,680.00
			DPW-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0134	605-06120	LFT	\$60.000	53.000	\$3,180.00	72.500	\$4,350.00	125.500	\$7,530.00
CURB, CONCRETE									
Reason: WCD #1									
			Funding Details						
			CBU	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			CBU Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Council Sidewalk-Not CCMG Eligible	0.000	\$0.00	72.500	\$4,350.00	72.500	\$4,350.00
			DPW	53.000	\$3,180.00	0.000	\$0.00	53.000	\$3,180.00
			DPW-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0135	605-06140	LFT	\$75.000	242.000	\$18,150.00	8.000	\$600.00	250.000	\$18,750.00
CURB AND GUTTER, CONCRETE									

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

Reason: WCD #1

Funding Details									
CBU				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CBU Not CCMG Eligible				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Council Sidewalk-Not CCMG Eligible				0.000	\$0.00	8.000	\$600.00	8.000	\$600.00
DPW				242.000	\$18,150.00	0.000	\$0.00	242.000	\$18,150.00
DPW-Not CCMG Eligible				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Parks				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Parks-Not CCMG Eligible				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0137	621-06561	SYS	\$8.570	253.000	\$2,168.21	8.500	\$72.85	261.500	\$2,241.06
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MULCHED SEEDING, CITY OF BLOOMINGTON MIX

Reason: WCD #1

Funding Details									
CBU				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CBU Not CCMG Eligible				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Council Sidewalk-Not CCMG Eligible				0.000	\$0.00	8.500	\$72.85	8.500	\$72.85
DPW				253.000	\$2,168.21	0.000	\$0.00	253.000	\$2,168.21
DPW-Not CCMG Eligible				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Parks				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Parks-Not CCMG Eligible				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0138	621-06576	SYS	\$130.000	140.000	\$18,200.00	8.500	\$1,105.00	148.500	\$19,305.00
TURF RESTORE, EXISTING PAVEMENT AREA									
Reason: WCD #1									
				Funding Details					
CBU				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CBU Not CCMG Eligible				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Council Sidewalk-Not CCMG Eligible				0.000	\$0.00	8.500	\$1,105.00	8.500	\$1,105.00
DPW				140.000	\$18,200.00	0.000	\$0.00	140.000	\$18,200.00
DPW-Not CCMG Eligible				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Parks				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Parks-Not CCMG Eligible				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0146	802-07058	EACH	\$200.000	3.000	\$600.00	1.000	\$200.00	4.000	\$800.00
SIGN, SHEET ASSEMBLY, RELOCATE									
Reason: WCD #1									
				Funding Details					
CBU				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CBU Not CCMG Eligible				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Council Sidewalk-Not CCMG Eligible				0.000	\$0.00	1.000	\$200.00	1.000	\$200.00
DPW				3.000	\$600.00	0.000	\$0.00	3.000	\$600.00
DPW-Not CCMG Eligible				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0147	802-07059	EACH	Parks	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0147	802-07059	EACH	\$175.000	3.000	\$525.00	1.000	\$175.00	4.000	\$700.00
SIGN, SHEET, AND SUPPORTS, REMOVE									
Reason: WCD #1									
			Funding Details						
			CBU	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			CBU Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Council Sidewalk-Not CCMG Eligible	0.000	\$0.00	1.000	\$175.00	1.000	\$175.00
			DPW	3.000	\$525.00	0.000	\$0.00	3.000	\$525.00
			DPW-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0148	802-09840	SFT	\$42.000	25.000	\$1,050.00	37.500	\$1,575.00	62.500	\$2,625.00
SIGN, SHEET, WITH LEGEND, 0.100 IN.									
Reason: WCD #1									
			Funding Details						
			CBU	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			CBU Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Council Sidewalk-Not CCMG Eligible	0.000	\$0.00	37.500	\$1,575.00	37.500	\$1,575.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
			DPW	25.000	\$1,050.00	0.000	\$0.00	25.000	\$1,050.00
			DPW-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0149	808-03439	LFT	\$10.710	282.000	\$3,020.22	48.000	\$514.08	330.000	\$3,534.30
TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.									
Reason: WCD #1									
			Funding Details						
			CBU	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			CBU Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Council Sidewalk-Not CCMG Eligible	0.000	\$0.00	48.000	\$514.08	48.000	\$514.08
			DPW	282.000	\$3,020.22	0.000	\$0.00	282.000	\$3,020.22
			DPW-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0154	808-75278	LFT	\$5.360	60.000	\$321.60	24.000	\$128.64	84.000	\$450.24
TRANSVERSE MARKING, THERMOPLASTIC, CROSSHATCH LINE, YELLOW, 12 IN.									
Reason: WCD #1									
			Funding Details						
			CBU	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
			CBU Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Council Sidewalk-Not CCMG Eligible	0.000	\$0.00	24.000	\$128.64	24.000	\$128.64
			DPW	60.000	\$321.60	0.000	\$0.00	60.000	\$321.60
			DPW-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0155	808-75245	LFT	\$0.810	7,230.000	\$5,856.30	120.000	\$97.20	7,350.000	\$5,953.50
LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.									

Reason: WCD #1

Funding Details									
			CBU	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			CBU Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Council Sidewalk-Not CCMG Eligible	0.000	\$0.00	120.000	\$97.20	120.000	\$97.20
			DPW	7,230.000	\$5,856.30	0.000	\$0.00	7,230.000	\$5,856.30
			DPW-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0158	808-75998	EACH	\$80.000	55.000	\$4,400.00	12.000	\$960.00	67.000	\$5,360.00
SNOWPLOWABLE RAISED PAVEMENT MARKER									

Reason: WCD #1

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
			Funding Details						
			CBU	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			CBU Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Council Sidewalk-Not CCMG Eligible	0.000	\$0.00	12.000	\$960.00	12.000	\$960.00
			DPW	55.000	\$4,400.00	0.000	\$0.00	55.000	\$4,400.00
			DPW-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
22 items			Totals	\$256,085.32		\$28,476.79		\$284,562.11	

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - West					
0170	801-06775	LS	1.000	\$1,782.060	\$1,782.06
MAINTAINING TRAFFIC					
Reason: Additional MOT for WCD #1, curb changes at Abby Lane.					
			Funding Details		
			Council Sidewalk-Not CCMG Eligible	1.000	\$1,782.060
Section: 3 - East					

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
0160	605-06255	SYS	21.500	\$265.000	\$5,697.50
CENTER CURB, D CONCRETE					
Reason: WCD #1					
			Funding Details		
Council Sidewalk-Not CCMG Eligible			21.500	\$265.000	\$5,697.50
0180	801-06775	LS	1.000	\$5,346.200	\$5,346.20
MAINTAINING TRAFFIC					
Reason: Additional MOT for WCD #1, Island at Spicewood.					
			Funding Details		
Council Sidewalk-Not CCMG Eligible			1.000	\$5,346.200	\$5,346.20
3 items					Total: \$12,825.76

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
DPW	\$1,250,517.83	\$1,250,517.83	\$0.00	\$1,250,517.83
Parks	\$4,386.00	\$4,386.00	\$0.00	\$4,386.00
CBU	\$29,444.30	\$29,444.30	\$0.00	\$29,444.30
Parks-Not CCMG Eligible	\$21,340.32	\$21,340.32	\$0.00	\$21,340.32
CBU Not CCMG Eligible	\$34,311.55	\$34,311.55	\$0.00	\$34,311.55
Council Sidewalk-Not CCMG Eligible	\$0.00	\$0.00	\$41,302.55	\$41,302.55

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
DPW-Not CCMG Eligible	\$0.00	\$0.00	\$0.00	\$0.00
7 fund packages	\$1,340,000.00	\$1,340,000.00	\$41,302.55	\$1,381,302.55

Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Calendar Days	120.0 Days	120.0 Days	4.0 Days	124.0 Days
120 calendar days for construction to be completed. All work to be completed on or before October 1st, 2025.				
Reason: WCD #1				
1 time limit				

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

\_\_\_\_\_  
Engineer

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Board of Public Works

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Work Change Directive No. 02

Date of Issuance: 04-24-2025 Effective Date: 04-24-2025  
Owner: City of Bloomington Owner's Contract No:  
Contractor: Milestone Contractors LP Contractor's Project No:  
Project Engineer: Patrick Dierkes Project Manager: Jason Kerr  
Project: Winslow, Rogers Resurfacing

Contractor is directed to proceed promptly with the following change(s):

Description:

In response to RFI #01 submitted by the Contractor plan sheet updates were made to address the concern presented regarding the drop distance from the proposed retaining wall north of the multiuse path between Xavier Ct and Abby Ln. To address this concern the proposed culvert is extended three feet north of the retaining wall to allow for riprap to be placed over the pipe. In addition the sanitary manhole will require a barrel section for adjustment to grade.

Attachments:

Plan Sheet #2 indicating Addendum #03

Purpose for the Work Change Directive:

To address drop off height concerns adjacent to the multiuse path on the north side of Winslow Rd between Xavier Ct and Abby Ln. In addition the updates provide direction to the contractor to provide a barrel section to adjust the existing sanitary manhole to grade.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

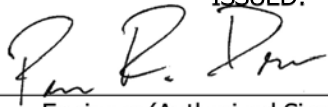
Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Estimated Change in Contract Price:	\$ 285.00	<b>Increase</b>
Estimated Change in Contract Time:	0 days	<b>No Change</b>

Basis of estimated change in Contract Price: ☐ Lump Sum ☒ Unit Price ☐ Cost of the Work ☐ Other

ISSUED:

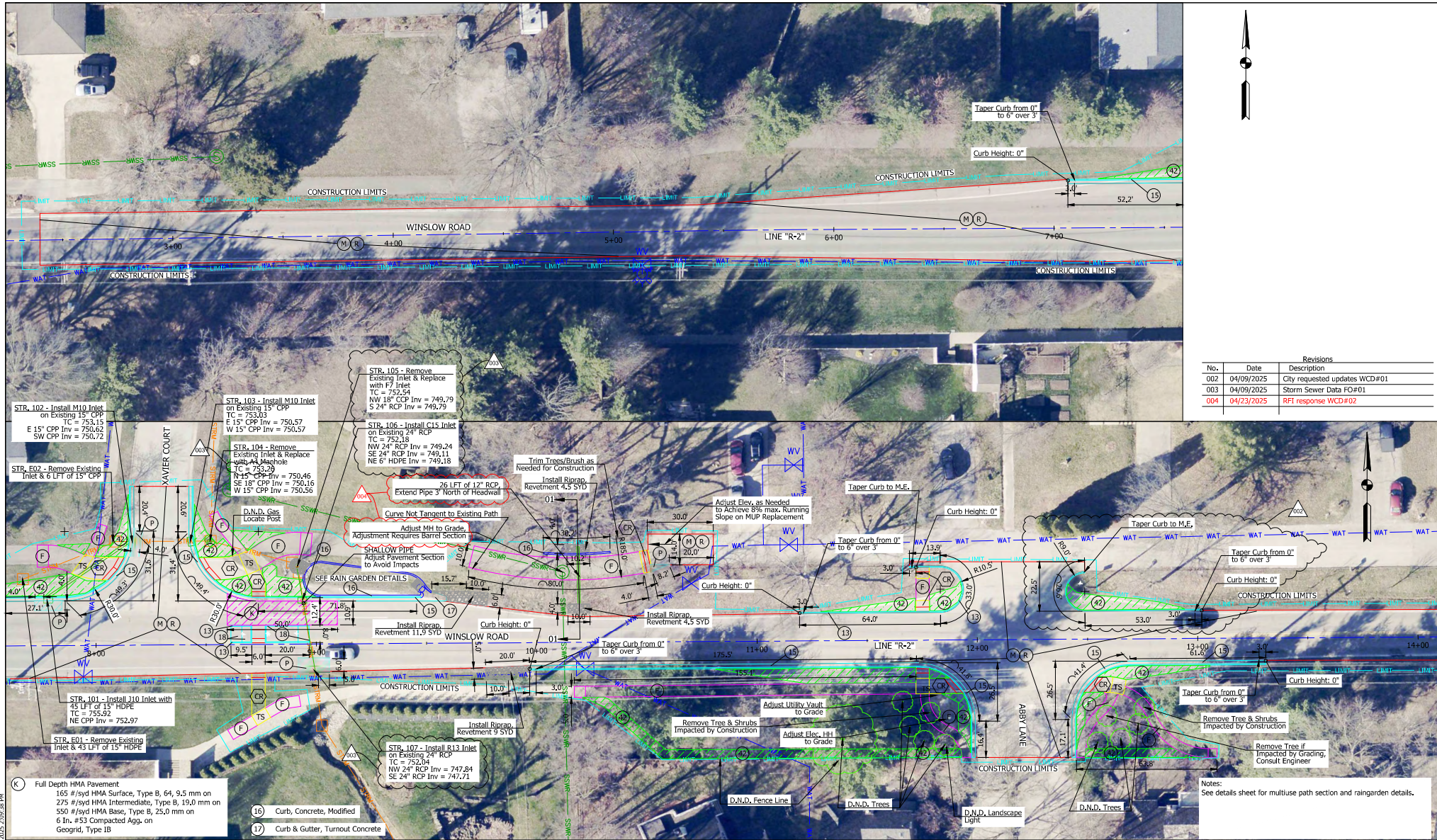
RECEIVED:

By:   
Engineer (Authorized Signature)

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Title: Project Engineer Title: \_\_\_\_\_

Date: 04-24-2025 Date: \_\_\_\_\_



Revisions		
No.	Date	Description
002	04/09/2025	City requested updates WCD#01
003	04/09/2025	Storm Sewer Data FO#01
004	04/23/2025	RFI response WCD#02

(M) Milling, Asphalt, 1-1/2 in.	(CR) Curb Ramp, Concrete	TS Turning Space, 1.50% Ea. Way Desirable, 2.00% Max.
(R) 165 #/syd HMA Surface, Type 3, 64, 9.5 mm	(13) Concrete Curb	(42) Remove Pavement & Agg. Base, Backfill with B-Borrow & 4" Topsoil, Mulch Seed
(F) Sidewalk, Concrete, 4 in. on 4 in. #53 Compacted Agg.	(15) Concrete Curb and Gutter, Modified	(C) PCOP, 12 in., Colored Red on 6 in. #53 Compacted Agg. on Geogrid, Type IB
(F1) 165 #/syd HMA Surface, Type B, on 220 #/syd HMA Intermediate, Type B, on 6 in. #53 Compacted Agg.	(18) Center Curb, D Concrete	(C1) PCOP, 6 in., Colored Brown on 6 in. #53 Compacted Agg.
	(P) Patch, 165 #/syd HMA Surface, on PCOP, 9 in.	



RECOMMENDED FOR APPROVAL	DATE
11/20/2024	
DESIGNED: PRD	DRAWN: PRD
CHECKED: JNK	CHECKED:

**CITY OF BLOOMINGTON**  
**ENGINEERING DEPARTMENT**

**EAST WINSLOW ROAD RESURFACING**  
**PLAN VIEW**  
**STA 2+39.65 TO STA 14+08.84 LINE "R-2"**

HORIZONTAL SCALE	BRIDGE FILE
1" = 20'	N/A
VERTICLE SCALE	DESIGNATION
N/A	N/A
SURVEY BOOK	SHEETS
N/A	2 of 26
CONTRACT	PROJECT
N/A	WINSLOW RESURFACING

PLOTTED: Wednesday, April 23, 2025 7:59:38 PM  
FILE: WINSLOWHIGH\_PLAN\_SHEET\_01.DWG



# City of Bloomington, Indiana

## Change Order Details

### Winslow, Rogers (Allendale-Sare) Resurfacing

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<b>Description</b>	The project shall include, but is not limited to, asphalt resurfacing, pavement markings, curb replacement, curb ramp modifications, and stormwater infrastructure updates on Winslow Road and Rogers Road between Allendale Drive and Sare Road.
<b>Prime Contractor</b>	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
<b>Change Order</b>	2
<b>Status</b>	Pending
<b>Date Created</b>	04/25/2025
<b>Type</b>	Changed Conditions
<b>Summary</b>	Pipe and Sanitary Structure
<b>Change Order Description</b>	Culvert to be extended three feet north of the retaining wall to allow for riprap to be placed over the pipe. This is to address drop off height concerns adjacent to the multiuse path on the north side of Winslow Rd between Xavier Ct and Abby Ln. In addition the updates provide direction to the contractor to provide a barrel section to adjust the existing sanitary manhole to grade. 0 days being added for this change order.
<b>Awarded Project Amount</b>	\$1,340,000.00
<b>Authorized Project Amount</b>	\$1,340,000.00
<b>Change Order Amount</b>	\$2,290.48
<b>Revised Project Amount</b>	\$1,342,290.48

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - West									
0046	715-05149	LFT	\$95.000	68.000	\$6,460.00	3.000	\$285.00	71.000	\$6,745.00
PIPE, TYPE 2, CIRCULAR, 12 IN.									
Reason: WCD #2									
			Funding Details						
CBU			0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	
CBU Not CCMG Eligible			0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	
Council Sidewalk-Not CCMG Eligible			0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	
DPW			68.000	\$6,460.00	0.000	\$0.00	68.000	\$6,460.00	
DPW-Not CCMG Eligible			0.000	\$0.00	3.000	\$285.00	3.000	\$285.00	
Parks			0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	
Parks-Not CCMG Eligible			0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	
1 item	Totals			\$6,460.00		\$285.00		\$6,745.00	

New Items

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

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
0161	720-45605	LFT	2.000	\$1,002.740	\$2,005.48
STRUCTURE, MANHOLE, RECONSTRUCTED					
Reason: WCD #2					
			Funding Details		
DPW-Not CCMG Eligible			2.000	\$1,002.740	\$2,005.48
1 item					Total: \$2,005.48

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
DPW	\$1,250,517.83	\$1,250,517.83	\$0.00	\$1,250,517.83
Parks	\$4,386.00	\$4,386.00	\$0.00	\$4,386.00
CBU	\$29,444.30	\$29,444.30	\$0.00	\$29,444.30
Parks-Not CCMG Eligible	\$21,340.32	\$21,340.32	\$0.00	\$21,340.32
CBU Not CCMG Eligible	\$34,311.55	\$34,311.55	\$0.00	\$34,311.55
Council Sidewalk-Not CCMG Eligible	\$0.00	\$0.00	\$0.00	\$0.00
DPW-Not CCMG Eligible	\$0.00	\$0.00	\$2,290.48	\$2,290.48
7 fund packages	\$1,340,000.00	\$1,340,000.00	\$2,290.48	\$1,342,290.48

Attachments

Document	Name	Description	Submission Date
Winslow_AllendaletoSare_Work_Change_Directive__02_-_RFI_Response_-_2025-04-24_-_Update.pdf	Winslow_AllendaletoSare_Work Change Directive_#02 - RFI Response - 2025-04-24 - Update.pdf	Work Change Directive #2	05/14/2025 10:26 AM EDT
1 attachment			

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

Engineer

Contractor

Board of Public Works

Title

Title

Title

Date

Date

Date



Work Change Directive No. 03

Date of Issuance: 04-24-2025 Effective Date: 04-24-2025  
Owner: City of Bloomington Owner's Contract No:  
Contractor: Milestone Contractors LP Contractor's Project No:  
Project Engineer: Patrick Dierkes Project Manager: Jason Kerr  
Project: Winslow, Rogers Resurfacing

Contractor is directed to proceed promptly with the following change(s):

Description:

The City requested the turn lane south of Rogers Rd at the intersection of Spicewood Ln be reconstructed.

Attachments:

Plan Sheet #6 indicating Addendum #04

Purpose for the Work Change Directive:

The existing turn lane asphalt was cored by the Public Works Department and determined to be approximately four inches thick. This plan change will reconstruct the turn lane to a pavement section meeting the requirements for a mainline roadway at the expected traffic volume.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

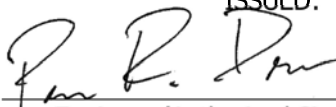
Estimated Change in \$ 18,305.39 Increase  
Contract Price:

Estimated Change in 3 days Increase  
Contract Time:

Basis of estimated change in Contract Price: ☐ Lump Sum ☒ Unit Price ☐ Cost of the Work ☐ Other

ISSUED:

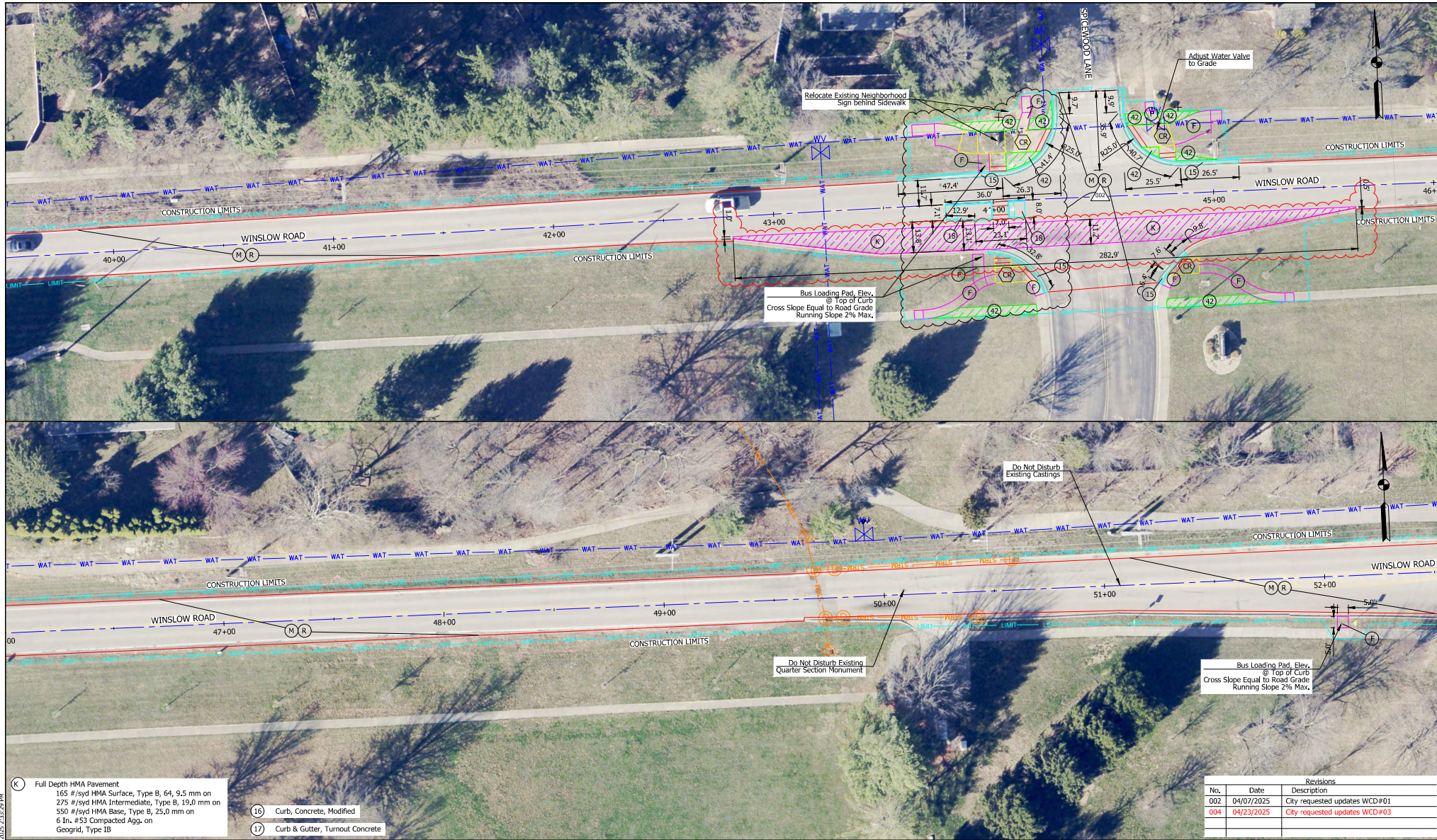
RECEIVED:

By:   
Engineer (Authorized Signature)

By: \_\_\_\_\_  
Contractor (Authorized Signature)

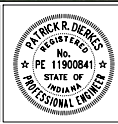
Title: Project Engineer Title: \_\_\_\_\_

Date: 04/24/2025 Date: \_\_\_\_\_



- (K) Full Depth HMA Pavement  
165 #/syd HMA Surface, Type B, 64, 9.5 mm on  
275 #/syd HMA Intermediate, Type B, 19.0 mm on  
550 #/syd HMA Base, Type B, 25.0 mm on  
6 In. #53 Compacted Agg. on  
Geogrid, Type IB
- (16) Curb, Concrete, Modified
- (17) Curb & Gutter, Turnout Concrete

- (M) Milling, Asphalt, 1-1/2 in.  
(R) 165 #/syd HMA Surface, Type 3, 64, 9.5 mm  
(F) Sidewalk, Concrete, 4 In. on  
4 In. #53 Compacted Agg.  
(F1) 165 #/syd MHA Surface, Type B, on  
220 #/syd HMA Intermediate, Type B, on  
6 In. #53 Compacted Agg.
- (CR) Curb Ramp, Concrete  
(13) Concrete Curb  
(15) Concrete Curb and Gutter, Modified  
(18) Center Curb, D Concrete  
(P) Patch, 165 #/syd HMA Surface, ON PCCP, 9 In.
- TS Turning Space, 1.50% Ea. Way Desirable, 2.00% Max.  
(42) Remove Pavement & Agg. Base, Backfill with  
B-Borrow & 4" Topsoil, Mulch Seed  
(C) PCCP, 12 In., Colored Red on  
6 In. #53 Compacted Agg. on  
Geogrid, Type IB  
(CL) PCCP, 6 In., Colored Brown on  
6 In. #53 Compacted Agg.



RECOMMENDED FOR APPROVAL	<i>Pat R. Durkin</i>	11/20/2024
ENGINEER		DATE
DESIGNED: PRD	DRAWN: PRD	
CHECKED: JNK	CHECKED:	

**CITY OF BLOOMINGTON**  
**ENGINEERING DEPARTMENT**

**EAST WINSLOW ROAD RESURFACING**  
**PLAN VIEW**  
**STA 39+50.79 TO STA 52+51.25 LINE "R-2"**

Revisions		Horizontal Scale		Bridge File	
No.	Date	Description	1" = 20'	N/A	N/A
002	04/07/2025	City requested updates WCD#01	VERTICLE SCALE	DESIGNATION	N/A
004	04/23/2025	City requested updates WCD#03	N/A	N/A	N/A
			SURVEY BOOK	SHEETS	
			N/A	6 of 26	
			CONTRACT	PROJECT	
			N/A	WINSLOW RESURFACING	

PLOTTED: Wednesday, April 23, 2025 2:33:29 PM  
FILE: WINSLOWHIGH\_PLAN\_SHEET\_05.DWG



# City of Bloomington, Indiana

## Change Order Details

### Winslow, Rogers (Allendale-Sare) Resurfacing

Description	The project shall include, but is not limited to, asphalt resurfacing, pavement markings, curb replacement, curb ramp modifications, and stormwater infrastructure updates on Winslow Road and Rogers Road between Allendale Drive and Sare Road.
Prime Contractor	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
Change Order	3
Status	Draft
Date Created	04/25/2025
Type	Scope Changes
Summary	Eastbound Turn Lane Reconstruction
Change Order Description	Reconstruct the eastbound turn lane at Spicewood Ln. The existing turn lane asphalt was cored by the Public Works Department and determined to be approximately four inches thick. This plan change will reconstruct the turn lane to a pavement section meeting the requirements for a mainline roadway at the expected traffic volume. 3 work days will be added per this change order.
Awarded Project Amount	\$1,340,000.00
Authorized Project Amount	\$1,340,000.00
Change Order Amount	\$18,868.81
Revised Project Amount	\$1,358,868.81

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 3 - East									
0115	202-02240	SYS	\$14.050	642.000	\$9,020.10	273.500	\$3,842.68	915.500	\$12,862.78
PAVEMENT REMOVAL									
Reason: WCD #3									
Funding Details									
		CBU		0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
		CBU Not CCMG Eligible		0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
		Council Sidewalk-Not CCMG Eligible		0.000	\$0.00	273.500	\$3,842.68	273.500	\$3,842.68
		DPW		642.000	\$9,020.10	0.000	\$0.00	642.000	\$9,020.10
		DPW-Not CCMG Eligible		0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
		Parks		0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
		Parks-Not CCMG Eligible		0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0120	214-11796	SYS	\$3.250	556.000	\$1,807.00	273.500	\$888.88	829.500	\$2,695.88
GEOGRID, TYPE IB									
Reason: WCD #3									
Funding Details									
		CBU		0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
		CBU Not CCMG Eligible		0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
			Council Sidewalk-Not CCMG Eligible	0.000	\$0.00	273.500	\$888.88	273.500	\$888.88
			DPW	556.000	\$1,807.00	0.000	\$0.00	556.000	\$1,807.00
			DPW-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0121	301-12234	TON	\$47.000	318.000	\$14,946.00	91.000	\$4,277.00	409.000	\$19,223.00
COMPACTED AGGREGATE NO. 53									

Reason: WCD #3

Funding Details									
			CBU	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			CBU Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Council Sidewalk-Not CCMG Eligible	0.000	\$0.00	91.000	\$4,277.00	91.000	\$4,277.00
			DPW	318.000	\$14,946.00	0.000	\$0.00	318.000	\$14,946.00
			DPW-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0125	401-07390	TON	\$87.000	94.000	\$8,178.00	38.000	\$3,306.00	132.000	\$11,484.00
HMA, 2, 58s, INTERMEDIATE, 19.0 mm (Modified)									

Reason: WCD #3

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
				Funding Details					
			CBU	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			CBU Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Council Sidewalk-Not CCMG Eligible	0.000	\$0.00	38.000	\$3,306.00	38.000	\$3,306.00
			DPW	94.000	\$8,178.00	0.000	\$0.00	94.000	\$8,178.00
			DPW-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0126	401-07407	TON	\$85.000	187.000	\$15,895.00	75.500	\$6,417.50	262.500	\$22,312.50
HMA, 2, 58s, BASE, 25.0 mm (Modified)									
Reason: WCD #3									
				Funding Details					
			CBU	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			CBU Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Council Sidewalk-Not CCMG Eligible	0.000	\$0.00	75.500	\$6,417.50	75.500	\$6,417.50
			DPW	187.000	\$15,895.00	0.000	\$0.00	187.000	\$15,895.00
			DPW-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0129	406-05521	SYS	\$0.500	10,071.000	\$5,035.50	273.500	\$136.75	10,344.500	\$5,172.25
ASPHALT FOR TACK COAT									

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

Reason: WCD #3

Funding Details									
		CBU	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	
		CBU Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	
		Council Sidewalk-Not CCMG Eligible	0.000	\$0.00	273.500	\$136.75	273.500	\$136.75	
		DPW	10,071.000	\$5,035.50	0.000	\$0.00	10,071.000	\$5,035.50	
		DPW-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	
		Parks	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	
		Parks-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	
6 items		Totals		\$54,881.60		\$18,868.81		\$73,750.41	

Funding Summary

Fund Package	Original Amount	Authorized Amount	Proposed Change	Revised Amount
DPW	\$1,250,517.83	\$1,250,517.83	\$0.00	\$1,250,517.83
Parks	\$4,386.00	\$4,386.00	\$0.00	\$4,386.00
CBU	\$29,444.30	\$29,444.30	\$0.00	\$29,444.30
Parks-Not CCMG Eligible	\$21,340.32	\$21,340.32	\$0.00	\$21,340.32
CBU Not CCMG Eligible	\$34,311.55	\$34,311.55	\$0.00	\$34,311.55
Council Sidewalk-Not CCMG Eligible	\$0.00	\$0.00	\$18,868.81	\$18,868.81

Fund Package	Original Amount	Authorized Amount	Proposed Change	Revised Amount
DPW-Not CCMG Eligible	\$0.00	\$0.00	\$0.00	\$0.00
7 fund packages	\$1,340,000.00	\$1,340,000.00	\$18,868.81	\$1,358,868.81

Time Limit Changes

Type	Original Deadline	Current Deadline	Proposed Extension	Proposed Deadline
Calendar Days	120.0 Days	120.0 Days	3.0 Days	123.0 Days
120 calendar days for construction to be completed. All work to be completed on or before October 1st, 2025.				
Reason: WCD #3				
1 time limit				

Attachments

Document	Name	Description	Submission Date
WEGCXE_B.PDF	WEGCXE~B.PDF	Work Change Directive #3	05/14/2025 10:29 AM EDT
1 attachment			

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

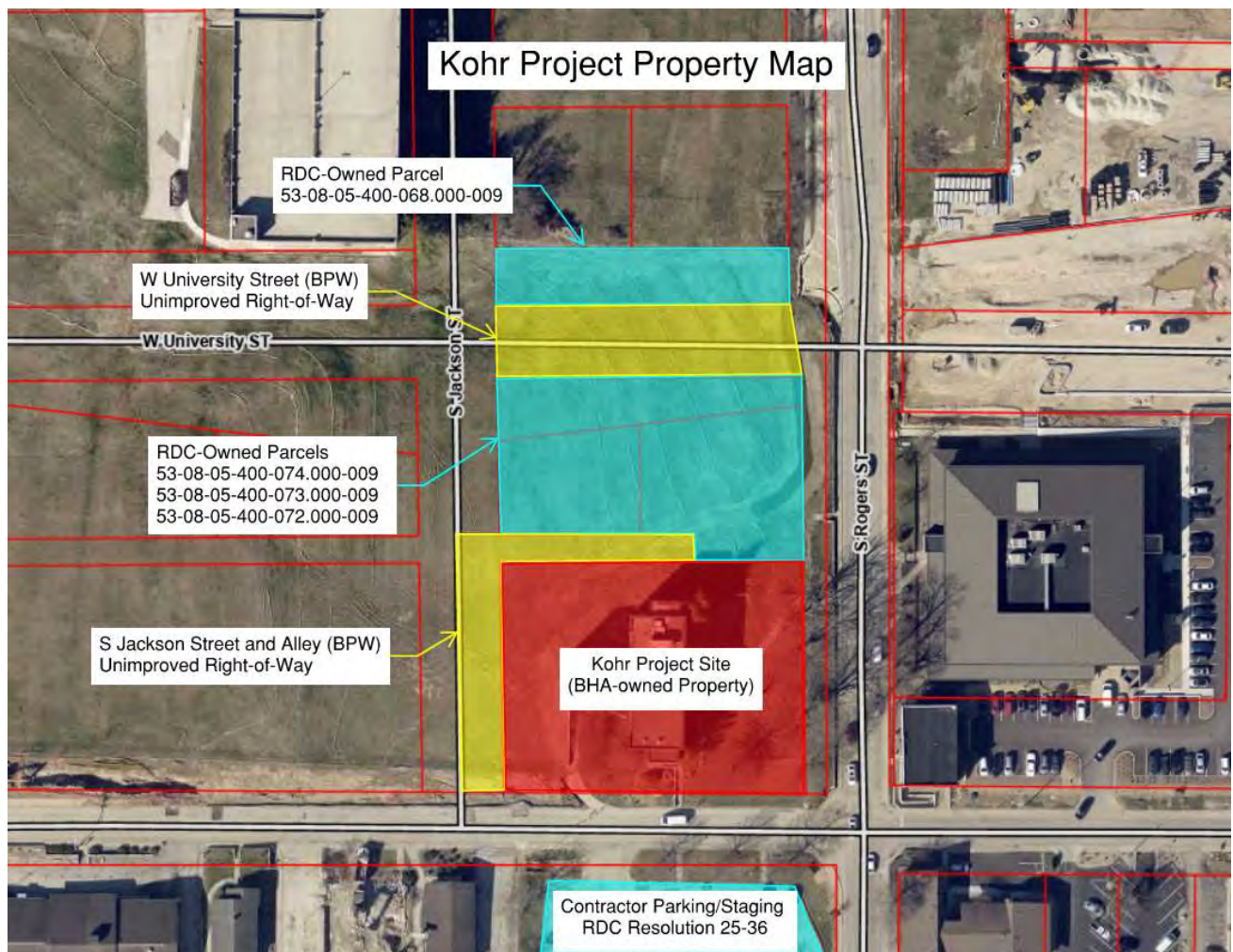
_____	_____	_____
Engineer	Contractor	Board of Public Works
_____	_____	_____
Title	Title	Title
_____	_____	_____
Date	Date	Date



## Board of Public Works Staff Report

**Project/Event:** Use of W University Street Unimproved R/W for Construction  
**Petitioner/Representative:** Kelby Cumpston – BCM, LLC  
**Staff Representative:** Kendall Knoke, Project Engineer  
**Date:** 05/20/2025

**Report:** BCM, LLC is requesting to utilize portions of the Unimproved Platted R/W for W University Street, S Jackson Street, and an alley for construction staging/access as part of the Kohr Community Flats project. The closure is requested from 05/21/2025 until 06/01/2026. This area is included in the project's Stormwater Pollution Prevention Plan (SWPPP) and must be revegetated to the City's MS4 Coordinator's standards prior to being released. If this space is needed by the City or their contractors to perform routine maintenance or construct capital projects BCM, LLC must vacate the area needed within 24 hours. The City can terminate this approval at any time.



Requested locations shown in yellow above. N.T.S., North is up



## Board of Public Works Staff Report

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**Project/Event:** Arlington Multifamily  
**Staff Representative:** Kyle Baugh  
**Petitioner/Representative:** Ben Lisby  
**Date:** May 20<sup>th</sup>, 2025

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**Report:** Stanger Excavating is requesting lane and road closures on Arlington Rd northwest of the W 17th St Roundabout. These closures would take place during MCCSC's summer break and are being requested in order to upgrade existing utility systems and add transportation infrastructure.

The applicant has been coordinating with adjacent property owners and signage notifying the public has been in place as of 5/12/25.

# STANGER EXCAVATING

6694 W. State Rd. 45  
Bloomington, IN 47403  
Phone: (812) 825-1986  
Fax: (812) 825-1987

Ben Lisby – Project Manager  
Cell: (812) 360-5302  
Email: [ben.lisby@stangerexcavating.com](mailto:ben.lisby@stangerexcavating.com)

Date: 05/14/2025

TO Board of Public Works  
City of Bloomington  
401 N.orton St.  
Bloomington, IN 47404

Dear Board Members,

James Stanger Excavating, Inc. (JSE), under contract with MHG Construction is currently working on the project known as Arlington MultiFamily, on the properties of the former 1210 through 1414 W. Arlington Rd. in Bloomington. As a required portion of this project, there is a Sewer Main Extension up Arlington Rd. to service additional/prospective customers along the route. The approved design for this city infrastructure system improvement is to be routed within Arlington Rd, along the South edge of the Westbound lane, near the center-line. Therefore, a local closure is necessitated vs. a lane restriction in order to allow for the necessary equipment alignment with the required trench-line to carry out the work. In order to facilitate this work, JSE is respectfully requesting the temporary closure of Arlington Rd. in the area between the 17<sup>th</sup> St. roundabout and the property extents near the top of the hill just East of the intersections with 20th St and N. Telluride St.; in accordance with the MOT plan developed by Smith Design Group and previously provided to City Engineering. JSE is requesting this closure between the dates of 05/27/2025 and 08/01/2025 (at maximum) in alignment with the MCCSC School schedule to alleviate any impact to school traffic. This closure is not expected to require this full period, and will be eliminated and normal traffic pattern restored at the earliest possible date within the period, upon work completion.

JSE will coordinate with the City of Bloomington Engineering and Utilities Depts, Law Enforcement, and Transit Providers to assure that this closure is well-communicated. Therefore, JSE respectfully requests that the Board of Public Works approves the closure referenced above from May 27th through August 1<sup>st</sup>

Kind Regards,



Benjamin M. Lisby  
Project Manager  
James Stanger Excavating, Inc.

Cc: Kyle Baugh, City of Bloomington Engineering  
L. James Stanger, Owner/President, James Stanger Excavating, Inc.  
Chad Ailstock, Vice President of Construction, MHG Hotels/MHG Construction







## Board of Public Works

### Staff Report

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**Project/Event:** Request for phased closures of N. Washington St., E. 19<sup>th</sup> St. and N. Lincoln St. for utility relocation

**Petitioner/Representative:** Jesse Graber

**Staff Representative:** [Maria McCormick & Zack Bell](#)

**Date:** May 20, 2025

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#### Report:

The petitioner is requesting approval for phased street closures to accommodate the redevelopment of Hub II, a multi-family student housing project. The development consists of two 5-story buildings, totaling 441 units and 1,143 bedrooms.

Due to the scope of redevelopment, the project will require extensive upgrades to local utilities, including replacement of water lines, sanitary sewer and storm sewer.

All impacted streets will undergo full reconstruction and repaving following the utility work. Street closures are required to facilitate this work safely and efficiently.

All closures are limited to thru traffic only. Access for adjacent residents and emergency vehicles will be maintained at all times. Notice to adjacent property owners has been posted at the relevant properties, and a copy of the notice is included in the application packet.

The petitioner proposes a four-phase closure schedule:

#### Phase 1

- Street: E. 19th Street (from N. Washington St. to N. Lincoln St.)
- Closure Dates: May 21, 2025 – June 11, 2025

#### Phase 2

- Street: **N. Lincoln Street (from E. 19th St. to E. 18th St.)**
- Closure Dates: **June 11, 2025 – July 2, 2025**

#### Phase 3

- Street: **N. Lincoln Street (from E. 18th St. to E. 17th St.)**
- Closure Dates: **July 2, 2025 – July 23, 2025**

#### Phase 4

- Street: **N. Washington Street (from E. 19th St. to the dead end)**
- Closure Dates: **July 23, 2025 – August 13, 2025**

Note: This permit request does not include any work on 17<sup>th</sup> St. Any work on 17<sup>th</sup> Street must be applied for under a separate permit.



City of Bloomington  
401 N Morton Street  
Bloomington, IN 47404

Friday, May 9 2025

In consideration of the Hub at Bloomington II development project enclosed by 17<sup>th</sup> Street, Lincoln Street, 19<sup>th</sup> Street and Washington Street Wells and Wells Construction is to replace all street, curb, storm, sewer and water infrastructure per the approved plans and permits on file.

We come before the board to seek a Right of Way permit for this work. As shown on the phasing schedule plan we propose that all utility and street work to be completed between the end of the 24/25 IU school year and the beginning of the 25/26 IU school year including:

- Replacement of all Sewer work (with the exception of the extended off site sewer to be coordinated with this department at a later date)
- Replacement of all Storm work including new street inlets
- Replacement of all Water work
- Installation of new city curb
- Removal and Replacement of asphalt street. Street to be completed to a stable binder base with all necessary striping
- Final asphalt surfacing to be installed at the completion of the project per City request of new surface after construction.
- All MOT for traffic and pedestrian per the approved plans on file.

This permit will allow the Right of Way upgrades to be completed with the least amount of community disruption; and all properties with driveways accessed from the work zone will remain accessible at all times with temporary means.



1900 Liberty Drive • Bloomington, Indiana 47403 • Office: (812) 336-4452 • Fax: (812) 333-1434

## **Notice of Temporary Road Closure**

Please be aware that there will be temporary road closures on Lincoln, 19<sup>th</sup>, and N Washington Street beginning on Thursday, May 22, 2025, through Sunday, August 24, 2025.

The road will be closed for complete roadway reconstruction involving upgrading the existing sanitary, storm, and water infrastructure. Due to the type of reconstruction method being used, limited access will be maintained for affected parties **ONLY**.

We appreciate your patience during this construction period.

For questions regarding the project, please contact Dan Plecki with Wells and Wells at (217) 560-8772 or [dplecki@wellsandwells.com](mailto:dplecki@wellsandwells.com).

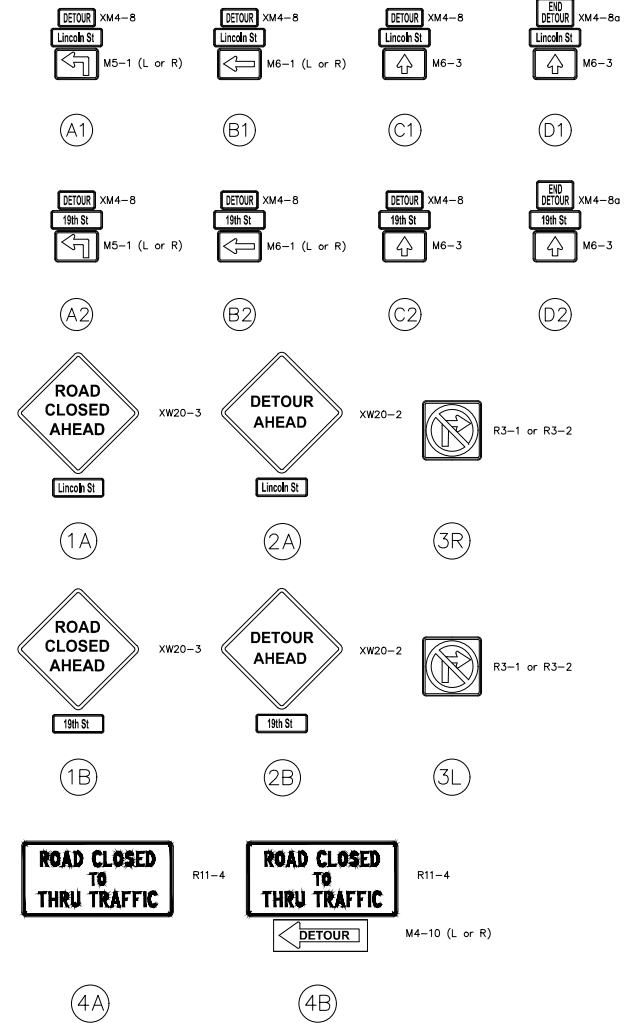
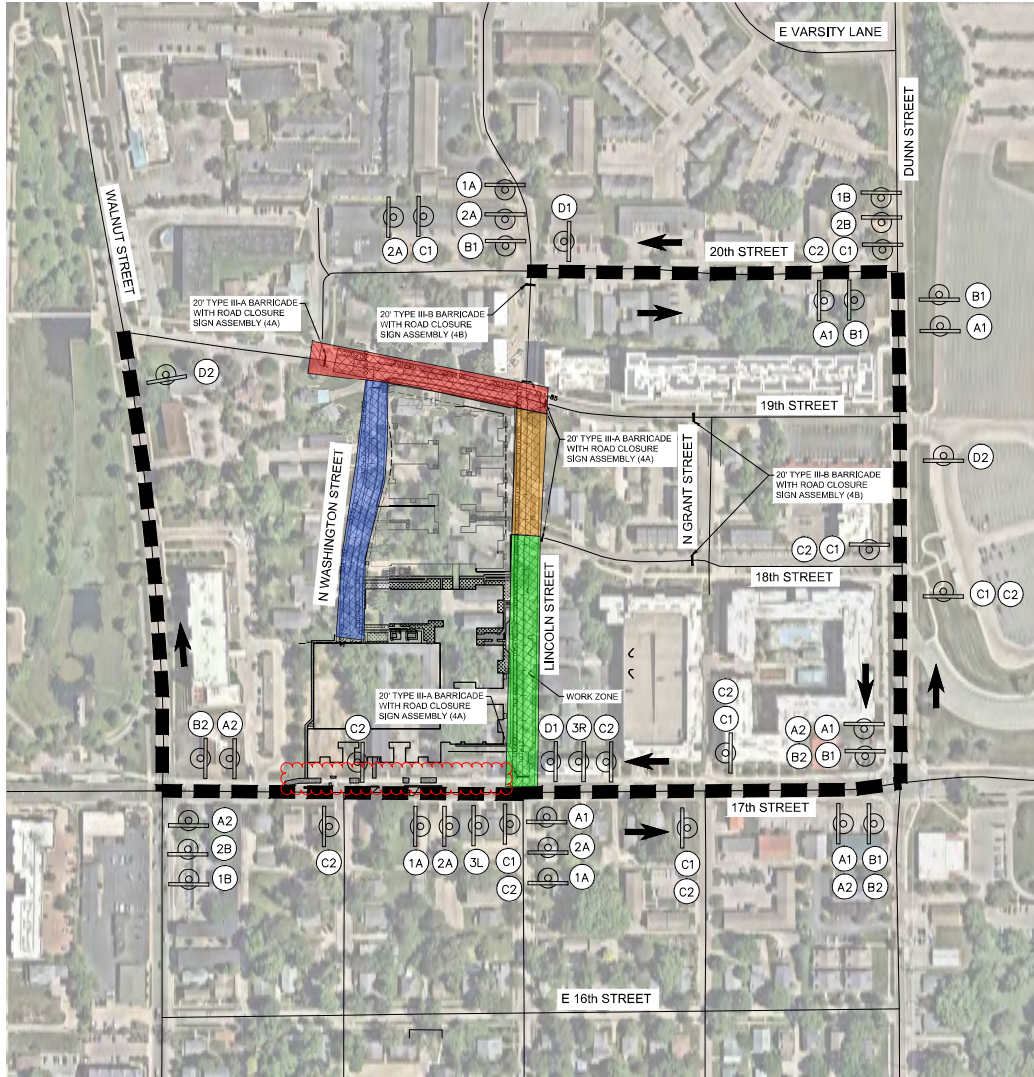
For questions regarding construction phasing please contact James Ford with Crider & Crider at (812) 803-0057 or [jford@criderandcrider.com](mailto:jford@criderandcrider.com).

For general inquiries please contact the City of Bloomington Engineering Department at (812) 349-3913 or [engineering@bloomington.in.gov](mailto:engineering@bloomington.in.gov).

**During this closure, please find alternate routes and watch for detour signs around the project.**

IU Summer Break 5/9/25-8/25/25 this is 15 full weeks of work we are allocating 3 full weeks to each phase with removals, sanitary, storm, and water installation. Temporary access for residents will be maintained with millings from the existing roadway. We would like to pave it all at once and use the road base stone for access, but can pave a phase at a time. There are 3 extra weeks not accounted for that would be used for rain delays and unforeseen conditions.

- Phase-1 3 weeks
- Phase-2 3 weeks
- Phase-3 3 weeks
- Phase-4 3 weeks
- Phase-5 Float time work curb inlets



LEGEND	
	WORK ZONE
	TRAFFIC FLOW
	CONSTRUCTION SIGN
	ALTERNATE/DETOUR ROUTE

### NOTES

- 1) CONTRACTOR TO MAINTAIN ACCESS TO PRIVATE RESIDENCES AND BUSINESSES AT ALL TIME DURING CONSTRUCTION.
- 2) MOT SIGNAGE SHALL NOT IMPAIR OR BLOCK PEDESTRIAN ACCESS ROUTES.
- 3) ALL WORK SHALL COMPLY WITH THE 2023 INDIANA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.



## Board of Public Works

### Staff Report

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**Project/Event:** Fire Operations Center

**Petitioner/Representative:** Max Litwin, Deputy Fire Chief

**Staff Representative:** Max Litwin, Deputy Fire Chief

**Meeting Date:** 5-20-2025

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**Report:** This contract amendment encompasses unforeseen aspects to the project discovered during the planning and bidding stages that required budgetary expansion. With the additional funds, we will be able to carry out the project while adhering to all necessary requirements as well as ensuring a quality final product.

Original Contract: \$6,500,000

Change Order #1: \$1,452,870

New Contract Amount: \$7,952,870



## CONTRACT COVER MEMORANDUM

**TO:** Margie Rice, Corporation Counsel; Jessica McClellan, Controller

**FROM:** Enedina Kassamanian, Asst. City Attorney

**DATE:** May 15, 2025

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

<b>Contract Recipient/Vendor Name:</b>	Weddle Brothers Building Group, LLC
<b>Department Head Initials of Approval:</b>	RK
<b>Responsible Department Staff:</b> <i>(Return signed copy to responsible staff)</i>	Roger Kerr and Max Litwin
<b>Responsible Attorney:</b> <i>(Return signed copy to responsible attorney)</i>	Enedina Kassamanian
<b>Record Destruction Date:</b> <i>(Legal to fill in)</i>	May 30, 2035
<b>Legal Department Internal Tracking #:</b> <i>(Legal to fill in)</i>	25- 388
<b>Due Date For Signature:</b>	ASAP
<b>Expiration Date of Contract:</b>	Completion of Work – approximately December 31 <sup>st</sup> 2025
<b>Renewal Date for Contract:</b>	N/A
<b>Total Dollar Amount of Contract:</b>	<b>\$ 7,952,870</b>  (which is an increase of \$1,452,870 from the original estimated pre-construction fees.)
<b>Funding Source:</b>	987-06-08FIRL-54510
<b>W9/EFT Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	YES
<b>Affirmative Action Plan Complete (if applicable):</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	YES
<b>Procurement Summary Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	YES

**Summary of Contract:** This is the 1<sup>st</sup> Amendment/Addendum to the 24-733 BFD Training and Logistics Center – Weddle Brothers Building Group, LLC.

# DRAFT AIA® Document A133® – 2019

## Exhibit A

### Guaranteed Maximum Price Amendment

This Amendment dated the 9th day of May in the year 2025, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 13th day of December in the year 2024 (the “Agreement”)  
(In words, indicate day, month, and year.)

for the following PROJECT:

Bloomington Fire Department Training & Logistics Station  
3230 S. Walnut Street  
Bloomington, IN 47401

THE OWNER:

City of Bloomington  
401 N. Morton Street  
Bloomington, IN 47404

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

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

#### TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER’S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

#### ARTICLE A.1 GUARANTEED MAXIMUM PRICE

##### § A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Seven Million Nine Hundred Fifty-Two Thousand Eight Hundred Seventy Dollars (\$ 7,952,870 ), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories,

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

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

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

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including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.  
(Provide itemized statement below or reference an attachment.)

Refer to Attachment A

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
N/A	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.  
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

## ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of execution of this Amendment.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

Refer to Attachment D - Schedule

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than  (  ) calendar days from the date of commencement of the Work.

☒ By the following date: Refer to Attachment D - Schedule

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

#### ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ A.3.1.2 The following Specifications:  
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

« See attachment C for an enumeration of contract documents »

Section	Title	Date	Pages
N/A			

§ A.3.1.3 The following Drawings:  
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

See attachment C for an enumeration of contract documents

Number	Title	Date
N/A		

§ A.3.1.4 The Sustainability Plan, if any:  
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
N/A		

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:  
(Identify each allowance.)

Item	Price
Refer to Attachment A	

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:  
(Identify each assumption and clarification.)

« Refer to Attachment B »

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:  
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

«Attachment A - Recommendation of Award Letter  
Attachment B – Clarifications & Assumptions  
Attachment C – Enumeration of Contract Documents  
Attachment D – Project Schedule

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

« N/A »

This Amendment to the Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

Kyla Cox Deckard, Board President  
(Printed name and title)

\_\_\_\_\_  
CONSTRUCTION MANAGER (Signature)

Bruce G. Carter, President & CEO  
(Printed name and title)



## Board of Public Works Staff Report

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<b>Project/Event:</b>	Closure requests for the Poplars Development
<b>Petitioner/Representative:</b>	Carey Daley-Manahan, F.A. Wilhelm
<b>Staff Representative:</b>	Alex Gray
<b>Date:</b>	May 20 <sup>th</sup> , 2025

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**Report:** The Poplars Development along E 7th St between N Dunn St and N Grant St is requesting an additional closure for the construction of the building. Currently, the project has approved closures of the 7th Street Bicycle Lanes and the sidewalk on the south side of 7th Street until November 21st, 2025. For this Board meeting, the Poplars team is requesting a sidewalk closure of the eastern side of N Grant St. This closure is requested to span from **May 29th, 2025 to July 25th, 2025.**

City code states: *"If it is necessary to obstruct or block a sidewalk for a period or periods totaling twenty-four hours or more, then the party who has applied for the right-of-way use permit shall provide a walkaround for such area."*

The Poplars team has stated in their submission that *"due to the minimal duration of the closure, we suggest no walkaround is needed..."* An approximately 8 week closure is not considered minimal duration by the City of Bloomington. However, Engineering staff's review of the logistics of a walkaround reveal practical difficulties that would make it not possible to keep N Grant Street open if a walkaround were present (primarily due to turning movements at the intersection of 7th and Grant). Because of these difficulties, we recommend detouring pedestrians to the western side of N Grant Street.

Engineering staff are still evaluating the MOT plan for this closure. Pedestrians will be detoured from the eastern to the western sidewalk of N Grant St at either 6th Street or a midblock crossing halfway between 6th and 7th Streets. The SE corner of 7th/Grant will be closed to pedestrians entirely. An MOT plan approved by Engineering staff is required prior to issuance of the permit for this closure in addition to the Board's approval.

Additional requests have been received from the Poplars team requesting the closure of the sidewalk on western side of N Dunn St and the extension of the 7th Street bicycle lane closure. These requests are being evaluated by Engineering Staff and we anticipate

bringing those requests before the Board at the next regularly scheduled meeting on June 3, 2025.

A future closure of the sidewalk on the eastern side of N Grant Street in the spring of 2026 is anticipated by the contractor and will be brought before the board closer to that time.

3914 Prospect St.  
Indianapolis, Indiana 46203  
Phone: (317) 359-5411

## **General Narrative:**

The Poplars Redevelopment Project is a six-story, 80-foot-tall residential building featuring a mansard roof and designed to house 420 beds. The exterior façade will consist of approximately 64,000 square feet of brick and 25,000 square feet of limestone. The project is located in the 400 block of 7th Street—between Dunn and Grant Streets—just a few blocks from Indiana University’s campus. Situated in a highly developed area, the site presents tight conditions, with the building footprint occupying roughly 35,300 square feet and more than 60% of the area enclosed by the surrounding sidewalks.

This document is intended to assist city officials and civilians in understanding the project’s construction timeline and the spatial requirements around the building throughout the construction process. It should be used in conjunction with the accompanying façade markups for a comprehensive view of construction activities and impacts on adjacent public areas

## **North Elevation (7<sup>th</sup> Street):**



The north side of the Poplars Building, along 7th Street, is the most architecturally complex elevation, featuring three courtyards, three arcades, and a step-back on the fifth floor. It also functions as the primary access point for all interior material deliveries. Two manpower scaffolds, required for fire code egress, will also be installed along this elevation.

Maintaining a clear path along the north side roadway is critical to supporting deliveries, staging, and laydown operations while structural wall panels, deck pours, and façade work are in progress. Temporary use of the bike lane during the specified timeframe is essential to safely manage these activities within the construction fence. Without access to this bike lane, materials must be staged or offloaded in less ideal locations—such as the south alley or the lot across from the Poplars garage—where space and equipment limitations pose significant challenges.

Due to crane reach limitations, most materials cannot be offloaded in the south alley or across the street. Additionally, the south alley lacks adequate clearance for safe offloading from a semi-truck using a 10k lull or for trucks deploying outriggers. These constraints would force more construction activity into public streets like Dunn and Grant, increasing disruption and potential safety concerns. Keeping delivery and staging operations within our controlled site boundaries is vital to minimizing public impact and maintaining efficient project progress.

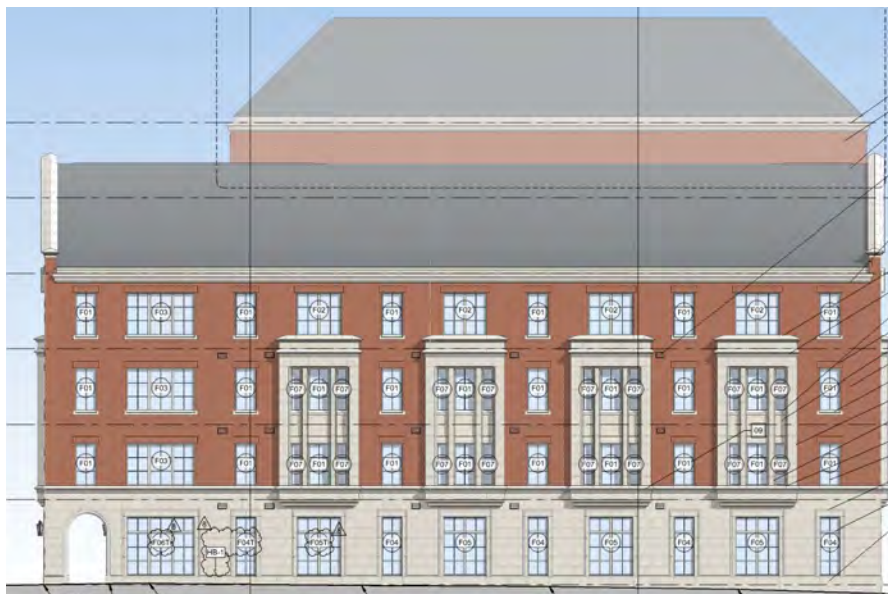
We are currently approved to have the bike lane space until November 21<sup>st</sup>, 2025 but suggest allowing its continued use until June 1<sup>st</sup>, 2026.



## POPLARS BLOOMINGTON – MOT Phase 3 Narrative

3914 Prospect St.  
Indianapolis, Indiana 46203  
Phone: (317) 359-5411

### West Elevation (Grant Street):



The west side of the Poplars Building, which faces Grant Street, is composed of a limestone base level topped by three stories of brick with limestone accents. This elevation is also slated for aesthetic upgrades, including new sidewalks and landscaping.

Three major construction activities on this side—masonry installation, site concrete work, and landscaping—will require access up to the edge of the sidewalk. For the anticipated timing and coordination of these tasks, please refer to the project’s look-ahead schedule.

We propose a sidewalk closure along Grant Street from May 29<sup>th</sup> through July 25<sup>th</sup>, 2025, to accommodate masonry work. Additional sidewalk closures are anticipated in spring 2026 for the completion of site concrete and landscaping work.



## POPLARS BLOOMINGTON – MOT Phase 3 Narrative

3914 Prospect St.  
Indianapolis, Indiana 46203  
Phone: (317) 359-5411

### East Elevation (Dunn Street):



The east façade of the Poplars Building, which runs along Dunn Street, features a base level of limestone followed by three stories of brick accented with limestone. This area is also scheduled for aesthetic improvements, including new sidewalks and landscaping.

There are eleven key construction activities planned for this side of the building, many of which will require use of the space extending to the edge of the sidewalk, and in some cases, out to the edge of the adjacent parking spaces. For details on the timing of these activities, please refer to our look-ahead schedule.

To ensure safety and efficiency, our preference is to close the east sidewalk and adjacent parking spaces from June 6<sup>th</sup>, 2024, through May 5<sup>th</sup>, 2025. This continuous closure would allow contractors to operate freely along the east side of the building—from the south elevation to the north—within the secured construction zone, without disrupting pedestrian or vehicular traffic on Dunn Street.

If a year-long closure is not feasible, we propose the following phased closures to accommodate specific construction needs:

1. June 6<sup>th</sup> through August 3<sup>rd</sup>, 2025
2. November 3<sup>rd</sup> through January 4<sup>th</sup>, 2025
3. March 7<sup>th</sup> through May 5<sup>th</sup>, 2025



## **POPLARS BLOOMINGTON – MOT Phase 3 Narrative**

3914 Prospect St.  
Indianapolis, Indiana 46203  
Phone: (317) 359-5411

For additional context and clarity, please see the exhibits attached to this narrative.

### **SUPPLEMENTARY EXHIBITS:**

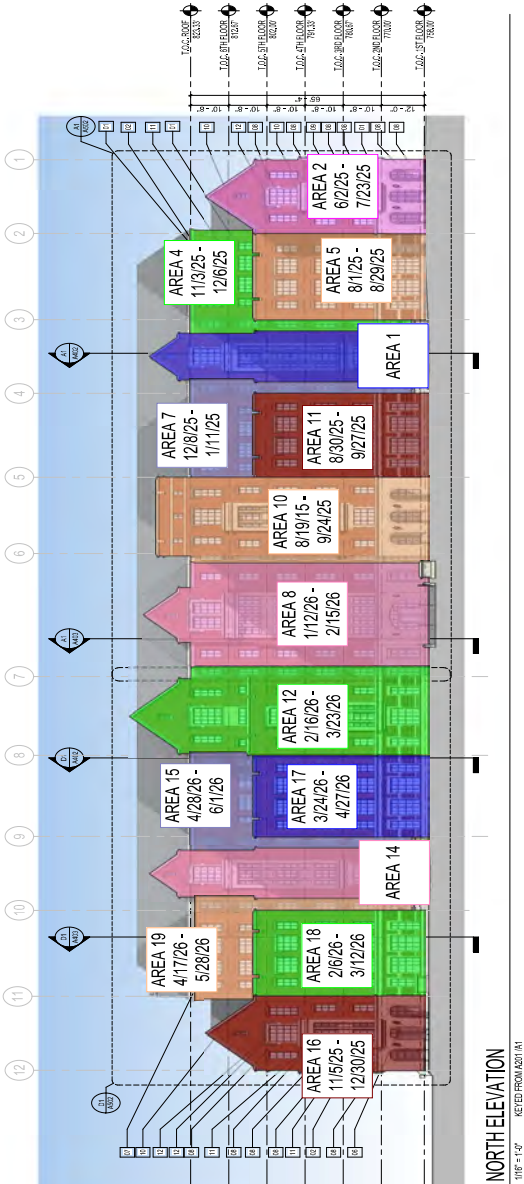
- 1. Timeline & Project Schedule**
- 2. Masonry Elevations w/Dates**
- 3. East & West Space Restriction w/Equipment**
- 4. Equipment & Construction Space Examples Showing Congestion**
- 5. East & West Covered Sidewalk Discussion**
- 6. Material Entry & Scaffolding Ingress/Egress Plans**
- 7. Crane Lift & Reach Plan**

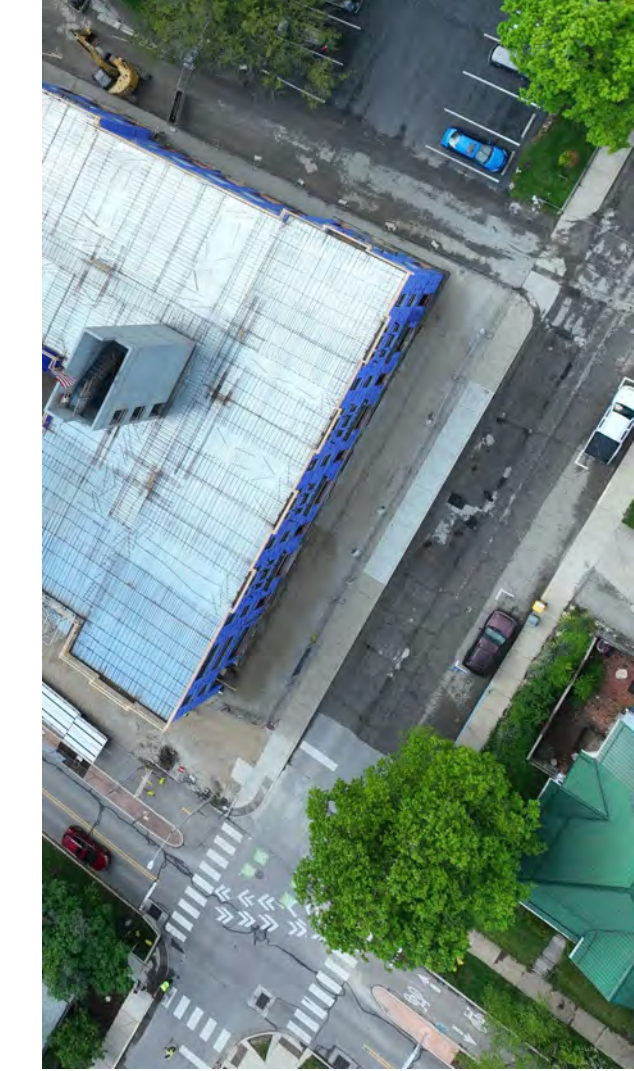


# North Side Timeline

- Panel/Decking/Concrete - Current - 8/8 - 2025
- Interior Finish Delivery/Install - Current - 6/1 - 2026
- AVB Install - 6/16 - 8/19 - 2025
- Window Install - 7/1 - 8/26 - 2025
- Roof Truss Install - 8/14 - 9/4 - 2025
- Roof Slate Install - 8/21 - 10/2 - 2025
- Masonry Install: Area 5 - 8/1 - 8/29 - 2025
- Area 10 - 8/19 - 9/24 - 2025
- Area 11 - 8/29 - 9/29 - 2025
- Area 1 - TBD (Crane Interference)
- Area 4 - 11/4 - 12/8 - 2025
- Area 7 - 12/8 - 1/11 - 2026
- Area 8 - 1/12 - 2/16 - 2026
- Area 18 - 2/6 - 3/12 - 2026
- Area 12 - 2/16 - 3/23 - 2026
- Area 14 - TBD (Crane Interference)
- Area 17 - 3/24 - 4/27 - 2026
- Area 19 - 4/17 - 5/28 - 2026
- Area 15 - 4/28 - 6/1 - 2026
- Masonry Wash Down - 3/18 - 6/8 - 2026
- Caulk Limestone/Window Joints - 3/26 - 6/15 - 2026
- Site Concrete Work - 4/17 - 7/2 - 2026
- Landscaping - 4/24 - 7/2 - 2026

**NORTH CLOSURE (Approved)** - Current - 11/21 - 2025  
**NORTH CLOSURE (Preferred)** - Current - 6/2 - 2026

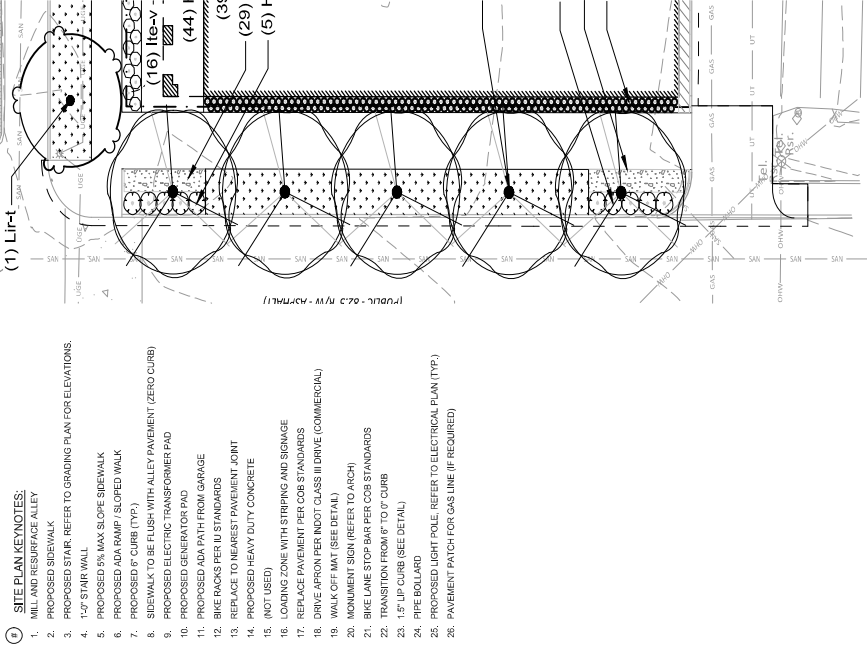
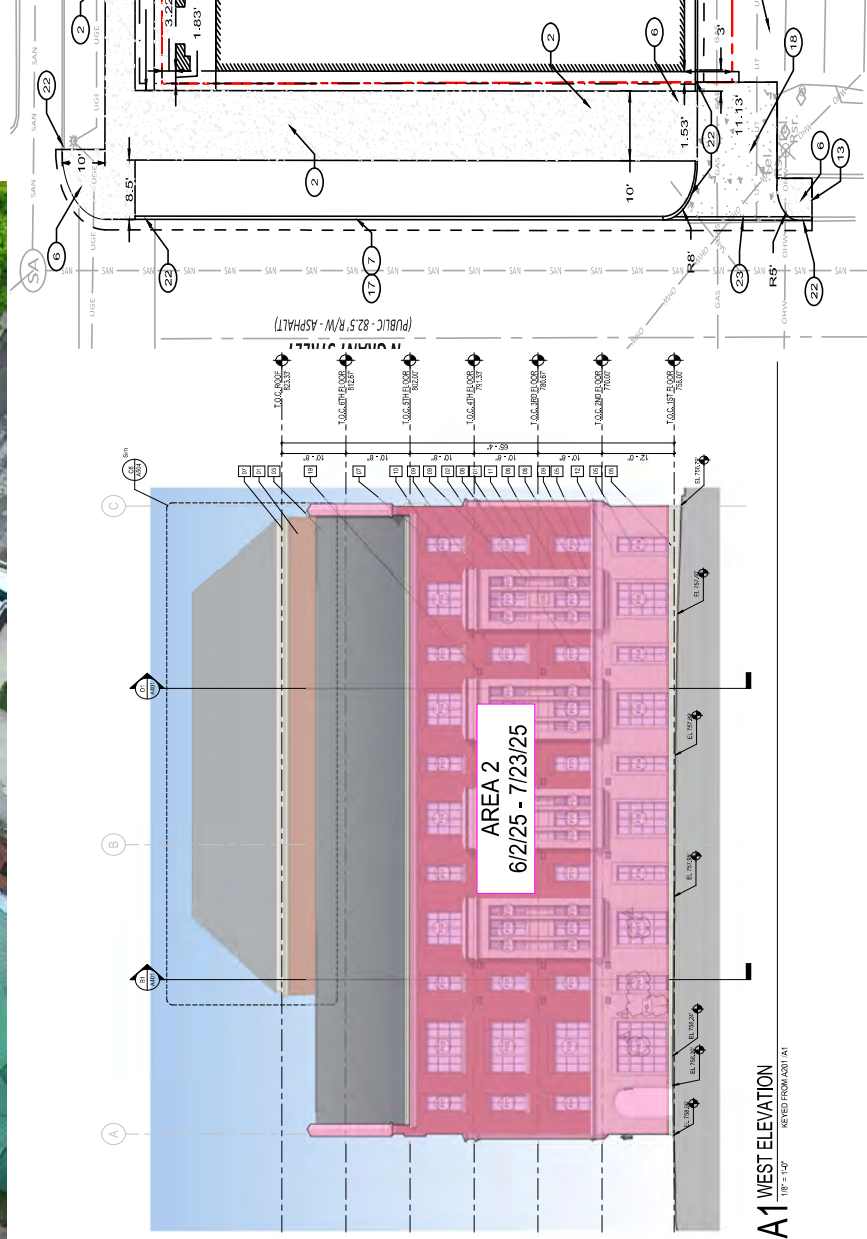


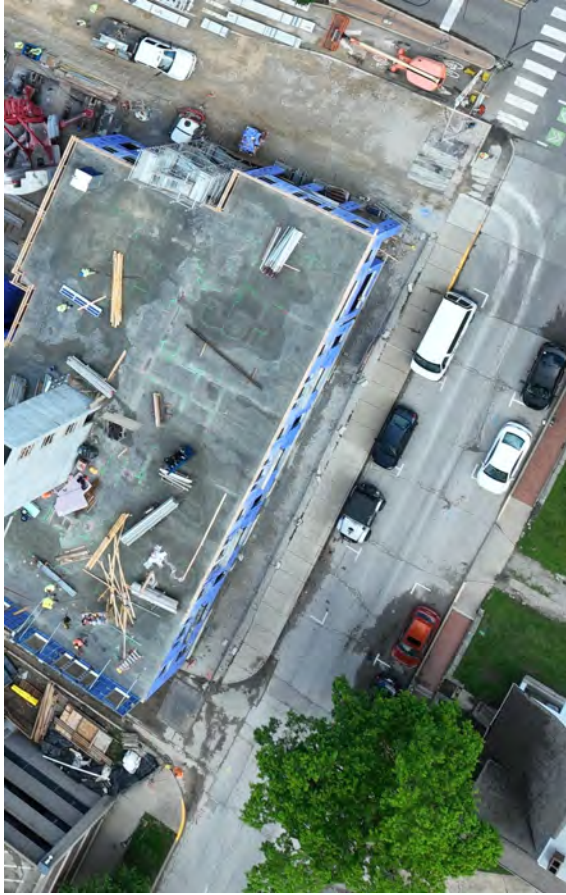


# West Side Timeline

**Air Vapor Barrier Install - 5/19 - 5/30 - 2025**  
**Window Install - 5/27 - 6/16 - 2025**  
**Masonry Install - 6/2 - 7/23 - 2025**  
**Masonry Wash Down - 3/3 - 3/10 - 2026**  
**Caulk Limestone/Window Joints - 3/11 - 3/18 - 2026**  
**Site Concrete Work - 3/19 - 4/2 - 2026**  
**Landscaping - 4/6 - 4/16 - 2026**

**WEST CLOSURE - 5/29 - 7/25 - 2025**  
**+ 3/9 - 4/17 - 2026**

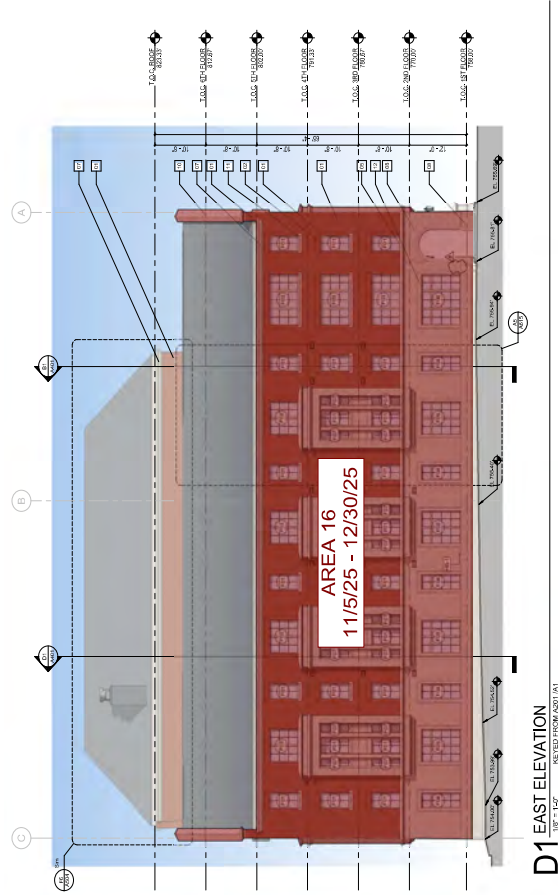
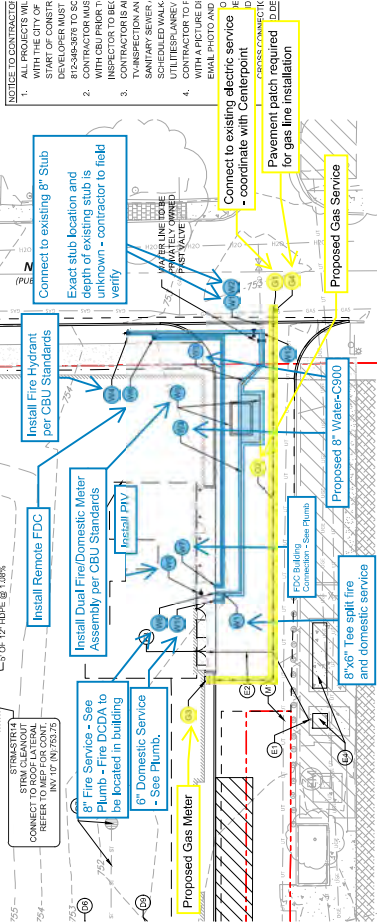




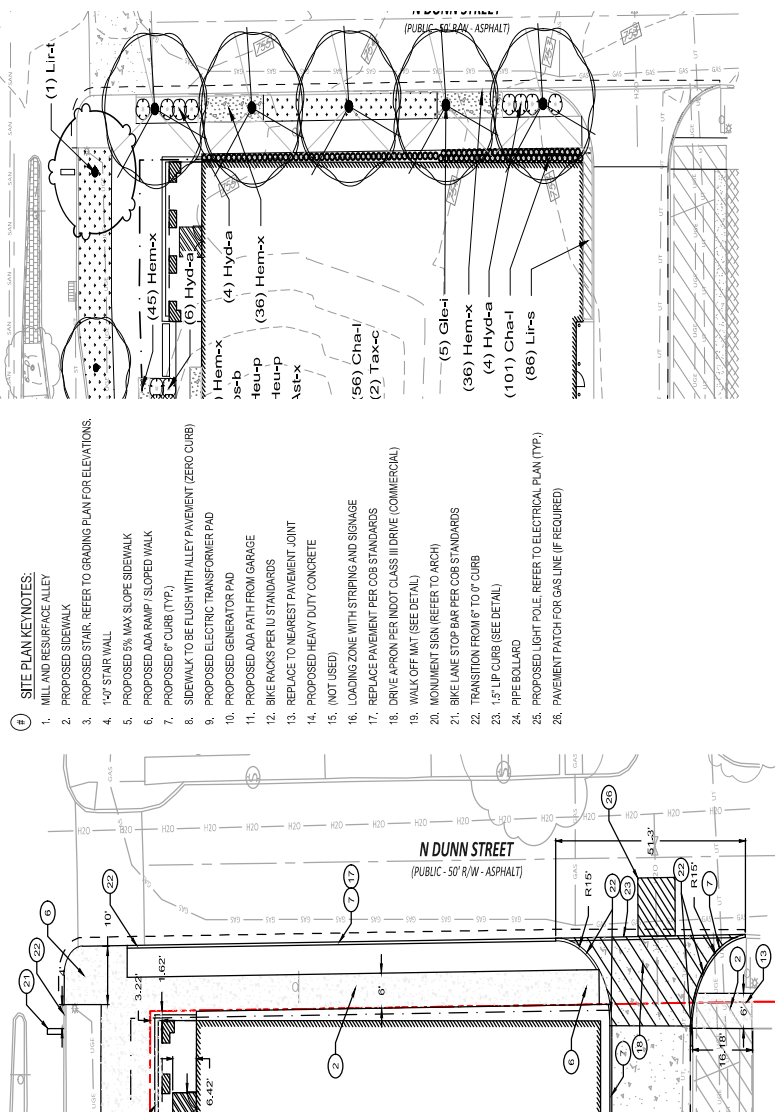
# East Side Timeline



**Sidewalk Removal, Water/Gas Routing - 6/9 - 6/16 - 2025**  
**Water Vault Install - 6/13 - 6/24 - 2025**  
**Air Vapor Barrier Install - 6/16 - 6/27 - 2025**  
**Pavement Patch & SE Concrete Pour Back - 6/25 - 7/3 - 2025**  
**Window Install - 7/9 - 7/29 - 2025**  
**Masonry Install - 11/5 - 12/30 - 2025**  
**Masonry Wash Down - 3/10 - 3/17 - 2026**  
**Caulk Limestone/Window Joints - 3/18 - 3/25 - 2026**  
**Site Concrete Work - 4/2 - 4/16 - 2026**  
**Landscaping - 4/17 - 4/29 - 2026**



**EAST CLOSURE (Preferred) - 6/6/2025 - 5/5/2026**  
**EAST CLOSURE (Workable) - 6/6/2025 - 8/3/2025 + 11/3/2025 - 1/4/2026 + 3/7/2026 - 5/5/2026**





Poplars Schedule Look-Ahead																																																							
North - East - West Construction Timeline																																																							
Week 41 May							Week 42 May/June							Week 43 June							Week 44 June							Week 45 June							Week 46 June							Week 47 June/July							Week 48 July						
M	T	W	R	F	S	S	M	T	W	R	F	S	S	M	T	W	R	F	S	S	M	T	W	R	F	S	S	M	T	W	R	F	S	S	M	T	W	R	F	S	S														
19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13
<div>North Side</div> <div>Panel/Decking/Concrete Masonry Install:</div> <div>Area 5</div> <div>Area 10</div> <div>Area 11</div> <div>Area 4</div> <div>Area 7</div> <div>Area 8</div> <div>Area 18</div> <div>Area 12</div> <div>Area 17</div> <div>Area 19</div> <div>Area 15</div> <div>Masonry Wash Down</div> <div>Caulk Limestone/Window Joints</div> <div>Site Concrete Work</div> <div>Landscaping</div> <div>NORTH CLOSURE</div> <div>West Side</div> <div>Air Vapor Barrier Install</div> <div>Window Install</div> <div>Masonry Install</div> <div>Masonry Wash Down</div> <div>Caulk Limestone/Window Joints</div> <div>Site Concrete Work</div> <div>Landscaping</div> <div>WEST CLOSURE</div> <div>East Side</div> <div>Sidewalk Removal, Water/Gas Routing</div> <div>Water Vault Install</div> <div>Air Vapor Barrier Install</div> <div>Pavement Patch &amp; SE Concrete Pour Back</div> <div>Window Install</div> <div>Masonry Install</div> <div>Masonry Wash Down</div> <div>Caulk Limestone/Window Joints</div> <div>Site Concrete Work</div> <div>Landscaping</div> <div>EAST CLOSURE</div>																																																							

**Please note: closures shown in red are absolutely needed in order to perform the specified work on those elevations, with items in yellow indicating our preferred closures.**



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Poplars Schedule Look-Ahead			
North - East - West Construction Timeline			
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EAST CLOSURE			



### Poplars Schedule Look-Ahead

### North - East - West Construction Timeline

North Side									
Panel/Decking/Concrete									
Masonry Install:									
	Area 5								
	Area 6								
	Area 10								
	Area 11								
	Area 4								
	Area 7								
	Area 8								
	Area 18								
	Area 12								
	Area 17	X	X	X	X				
	Area 19	X	X	X	X				
	Area 15								
Masonry Wash Down		X	X	X	X				
Caulk Masonry Joints		X	X	X	X				
Site Concrete Work		X	X	X	X				
Landscaping		X	X	X	X				
NORTH CLOSURE		X	X	X	X	X	X	X	X
West Side									
Air Vapor Barrier Install									
Window Install									
Masonry Install									
Masonry Wash Down									
Caulk Masonry Joints									
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Window Install									
Masonry Install									
Masonry Wash Down									
Caulk Masonry Joints									
Site Concrete Work									
Landscaping									
EAST CLOSURE		X	X	X	X	X	X	X	X

Exhibit 2

MATERIAL LEGEND	
NUMBER	MATERIAL
01	BRICK VENEER
02	SOLDIER BRICK HEADER
03	FAUX SLATE ROOF TILES
04	POLYWOOD METAL DOOR
05	PREPARED ALUMINUM STOREFRONT WINDOW
06	PREPARED ALUMINUM STOREFRONT DOOR
07	PREPARED ALUMINUM CORNICE
08	PREPARED ALUMINUM CORNICE
09	PREPARED ALUMINUM CORNICE
10	PREPARED ALUMINUM CORNICE
11	PREPARED ALUMINUM CORNICE
12	PREPARED ALUMINUM CORNICE
13	PREPARED ALUMINUM CORNICE
14	PREPARED ALUMINUM CORNICE
15	CONCRETE MASONRY UNITS
16	EXPOSED CONCRETE WITH FORM LINER
17	EXPOSED CONCRETE WITH FORM LINER
18	PREPARED ARCHITECTURAL CANOPY & DOWNSPOUT
19	METAL WALL VENTS
20	PERFORATED METAL GATE
21	PERFORATED METAL GATE
22	PAINTED SCOFF

NOTES:  
SEE SHEET A201 FOR EXTERIOR MATERIAL SCHEDULE  
SEE SHEET A201 FOR JAMBLINE SCHEDULE & ELEVATIONS  
SEE SHEET A201 FOR CORNICE, GUTTERS & DOWNSPOUTS



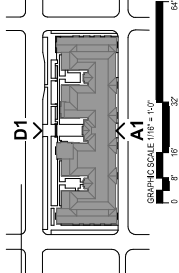
D1 NORTH ELEVATION  
1/16\"/>

NOTED FROM A201/A1



A1 SOUTH ELEVATION  
1/16\"/>

NOTED FROM A201/A1



POPLARS  
REDEVELOPMENT

400 E 7TH STREET  
BLOOMINGTON, IN 47405



OWNER / DEVELOPER  
RUCKENSTEIN COMPANIES  
463.202.2476

STRUCTURAL ENGINEER  
FINK, ROBERTS & PETRIE, INC.  
317.497.4500

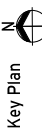
Mechanical / Plumbing Engineer  
R.T. MOORE  
317.291.0052

ELECTRICAL ENGINEER  
CCC, INC.  
317.762.0008

CIVIL ENGINEER  
J.W. HARRIS  
317.259.5411

LANDSCAPE ENGINEER  
EARTH LANDSCAPE ARCHITECTURE  
317.564.4781

INTERIOR DESIGNER  
JANIS WOOD  
214.443.9090



Issue  
No. DATE  
1. Schematic Design 6/10/2024  
2. Preliminary Design 8/10/2024  
3. Final Design 10/10/2024  
4. Final Construction Documents 12/10/2024  
5. Final Construction Documents 12/10/2024  
6. Final Construction Documents 12/10/2024  
7. Final Construction Documents 12/10/2024

Revisions  
No. DATE  
1. 12/10/2024

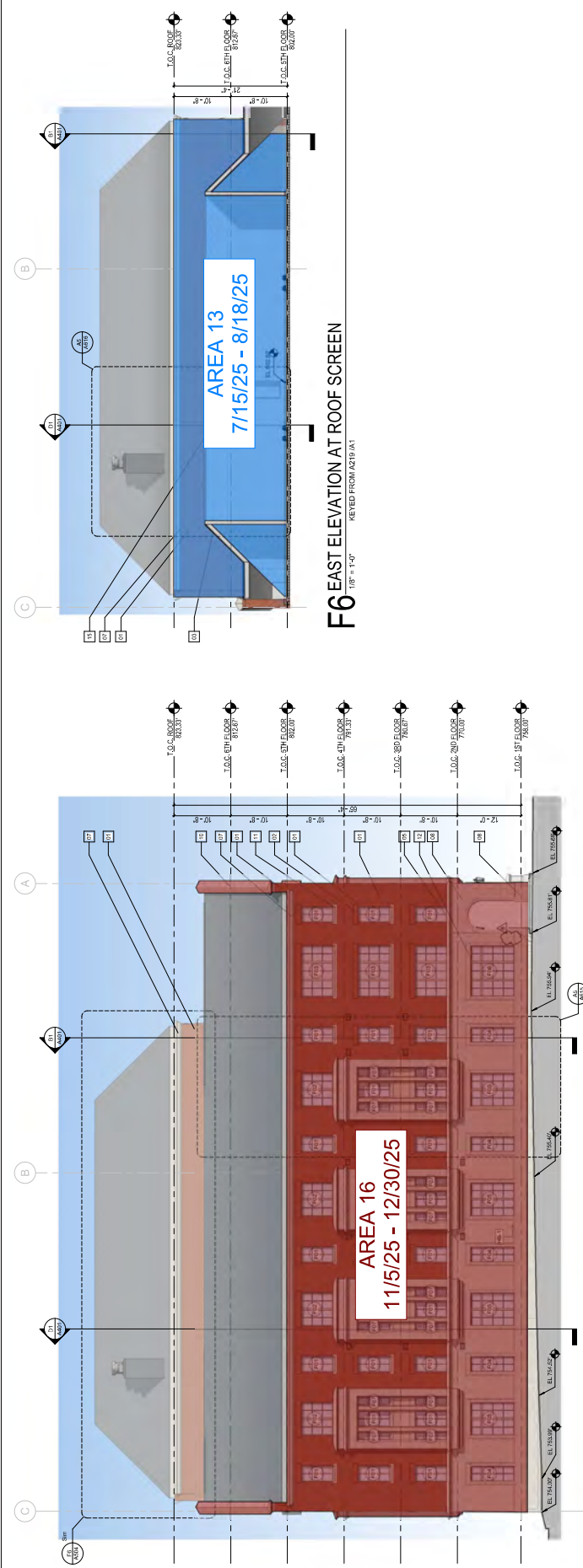
THE DOCUMENT IS CERTIFIED BY

BUILDING  
ELEVATIONS -  
1/16"

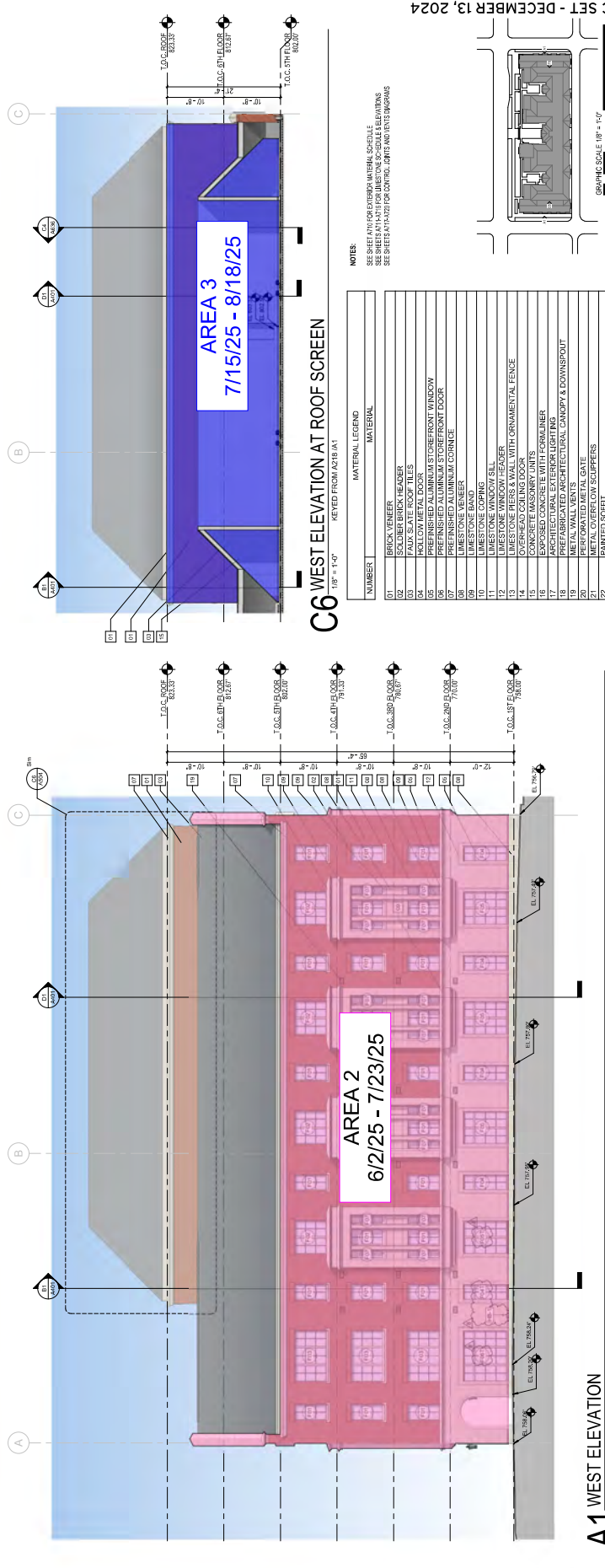
PRINCIPAL IN CHARGE  
J.T. K.T.  
PROJECT ARCHITECT  
J.T. K.T.  
DRAWN  
J.S. J.T., K.T., M.E., R.D., S.F., M.C.  
CHECKED  
J.S. J.T., K.T., M.E., R.D., S.F., M.C.  
APPROVED  
J.S. J.T., K.T., M.E., R.D., S.F., M.C.  
SCALE:  
AS INDICATED  
JOB NO.  
23317.03  
DRAWING NO.

A501

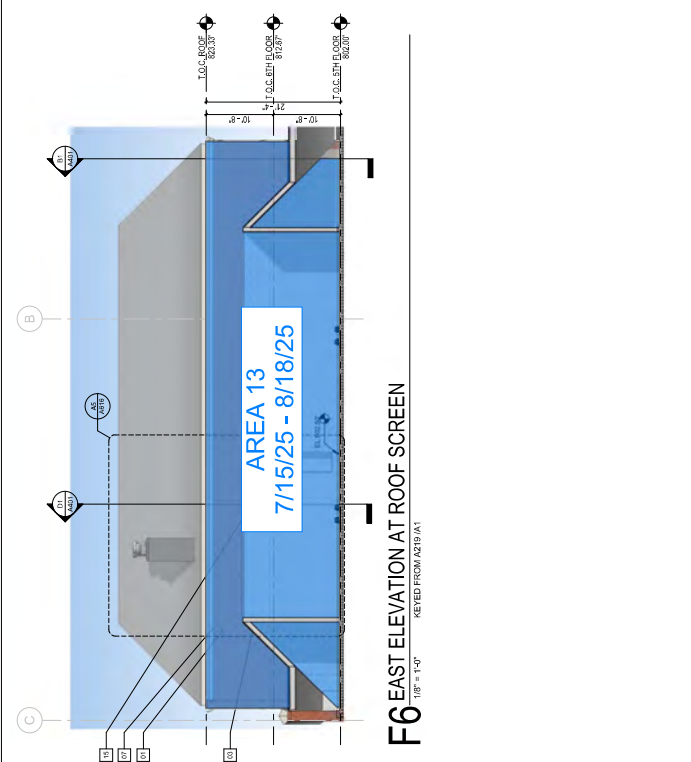
IFC SET - DECEMBER 13, 2024



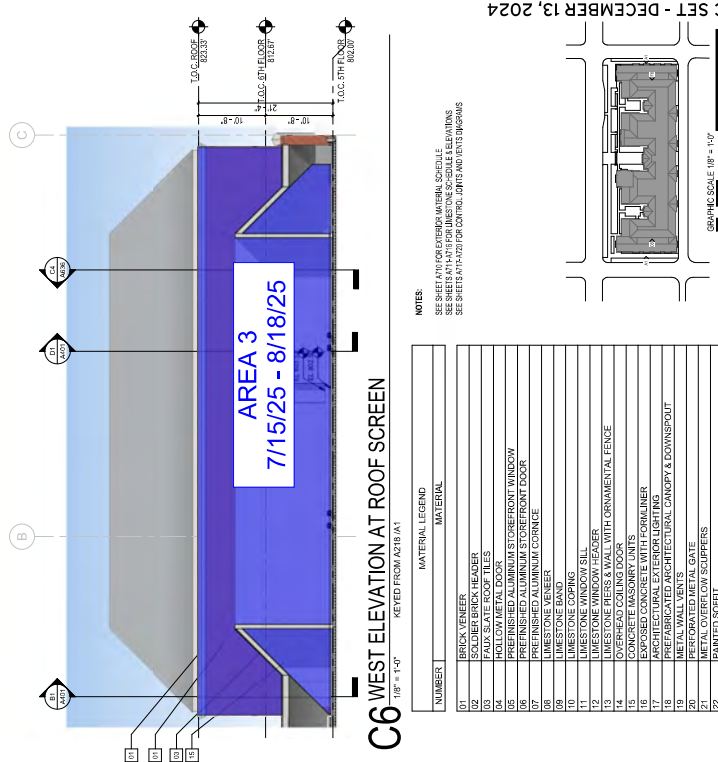
**D1 EAST ELEVATION**  
1/8" = 1'-0"  
KEYED FROM A301 / A1



**A1 WEST ELEVATION**  
1/8" = 1'-0"  
KEYED FROM A301 / A1



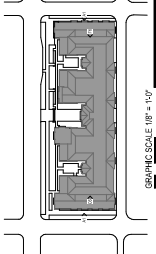
**F6 EAST ELEVATION AT ROOF SCREEN**  
1/8" = 1'-0"  
KEYED FROM A218 / A1



**C6 WEST ELEVATION AT ROOF SCREEN**  
1/8" = 1'-0"  
KEYED FROM A218 / A1

NOTES:  
SEE SHEET A101 FOR EXTERIOR MATERIAL SCHEDULE  
SEE SHEET A102 FOR EXTERIOR FINISHES  
SEE SHEET A103 FOR CONTROL UNITS AND VENTS  
SEE SHEET A104 FOR CONTROL UNITS AND VENTS

NUMBER	MATERIAL
01	BRICK VENEER
02	SOLDER BRICK HEADER
03	FAUX SLATE ROOF TILES
04	HOLLOW METAL DOOR
05	PREFINISHED ALUMINUM STOREFRONT WINDOW
06	PREFINISHED ALUMINUM STOREFRONT DOOR
07	PREFINISHED ALUMINUM CORNICE
08	LIMESTONE VENEER
09	LIMESTONE VENEER
10	LIMESTONE COPING
11	LIMESTONE WINDOW SILL
12	LIMESTONE WINDOW HEADER
13	LIMESTONE WINDOW HEADER WITH ORNAMENTAL FENCE
14	OVERHEAD COILING DOOR
15	CONCRETE MASONRY UNITS
16	EXPOSED CONCRETE WITH FORMLINER
17	PREFABRICATED ARCHITECTURAL CANOPY & DOWNSPOUT
18	PREFABRICATED ARCHITECTURAL CANOPY & DOWNSPOUT
19	METAL WALL VENTS
20	PERFORATED METAL GATE
21	PREFABRICATED ARCHITECTURAL SCUPPERS
22	PAINTED SCUPPERS



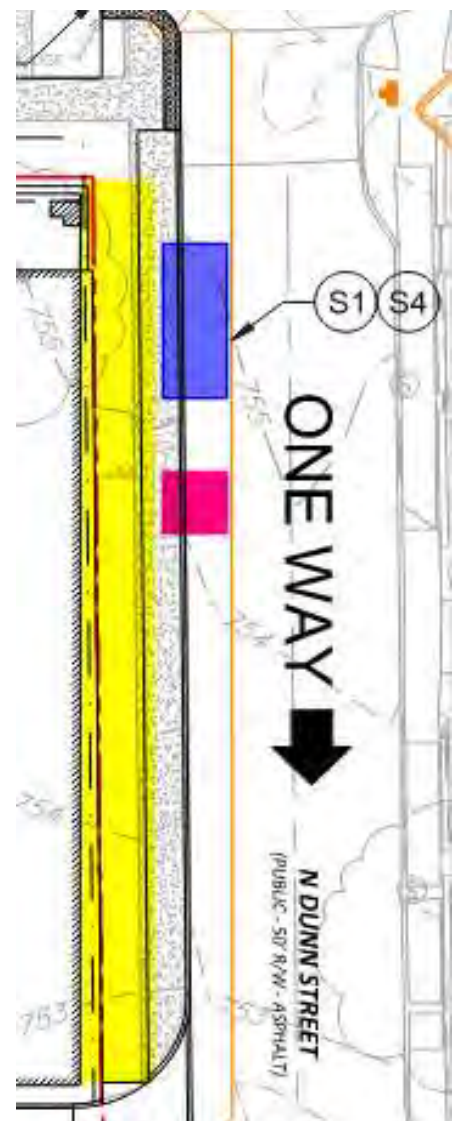
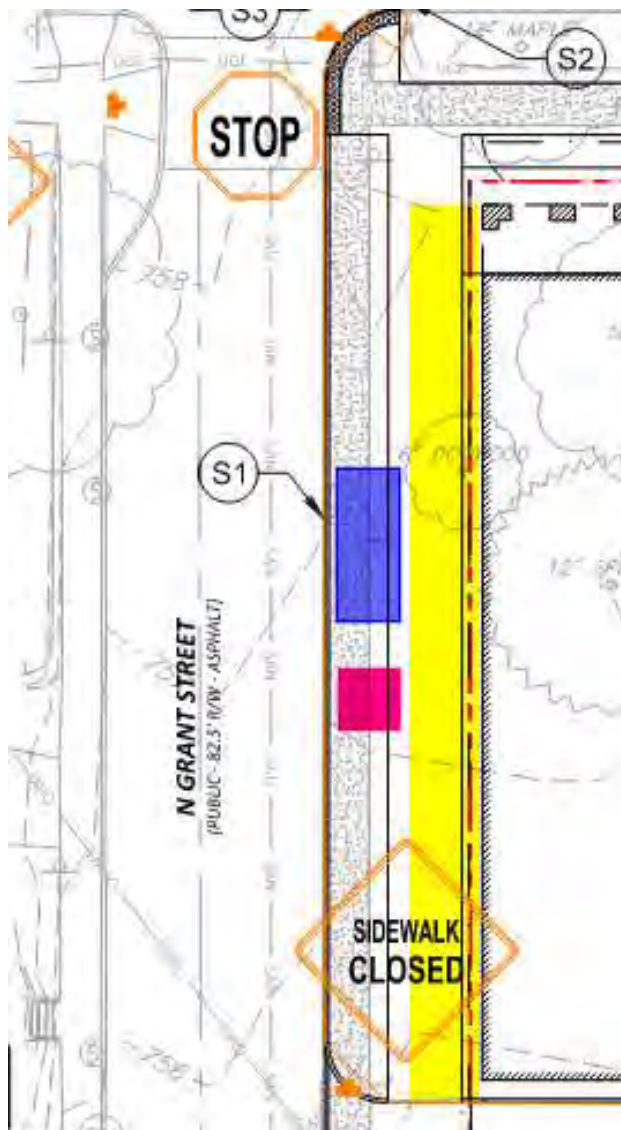


# POPLARS BLOOMINGTON – MOT Phase 3 Narrative

3914 Prospect St.  
Indianapolis, Indiana 46203  
Phone: (317) 359-5411

## East and West Site Conditions:

The scope of this project envelope includes air-vapor barrier, windows, masonry limestone panels, brick, and extensive caulking around the building façade. In doing so, we will utilize a Lull, measuring 20' 11" by 8'5" shown in blue, a boom lift, measuring 8' 2" by 8'3", shown in magenta, and a hydromobile scaffold, shown in yellow below, which will project 10' off the side of the building. The drawing below is to scale. This equipment is required to reach the more than eighty feet height of the project – traditional scaffolding array will not be sufficient. The figures below, which are to-scale, illustrate how tight these conditions are with taking the additional space we have requested. It would be impossible to perform the work at these elevations without taking additional space.





POPLARS BLOOMINGTON – MOT Phase 3 Narrative

3914 Prospect St.  
Indianapolis, Indiana 46203  
Phone: (317) 359-5411



Corner of Grant and 7<sup>th</sup>



Corner of Dunn and 7<sup>th</sup>



Boom Lift in Bike Lane



Corner of Dunn and 7<sup>th</sup>



## POPLARS BLOOMINGTON – MOT Phase 3 Narrative

3914 Prospect St.  
Indianapolis, Indiana 46203  
Phone: (317) 359-5411



**Boom Lift with Material Loading**



**Pump Truck Outriggers**



**Illustration of Constraints of Outriggers**



## POPLARS BLOOMINGTON – MOT Phase 3 Narrative

3914 Prospect St.  
Indianapolis, Indiana 46203  
Phone: (317) 359-5411

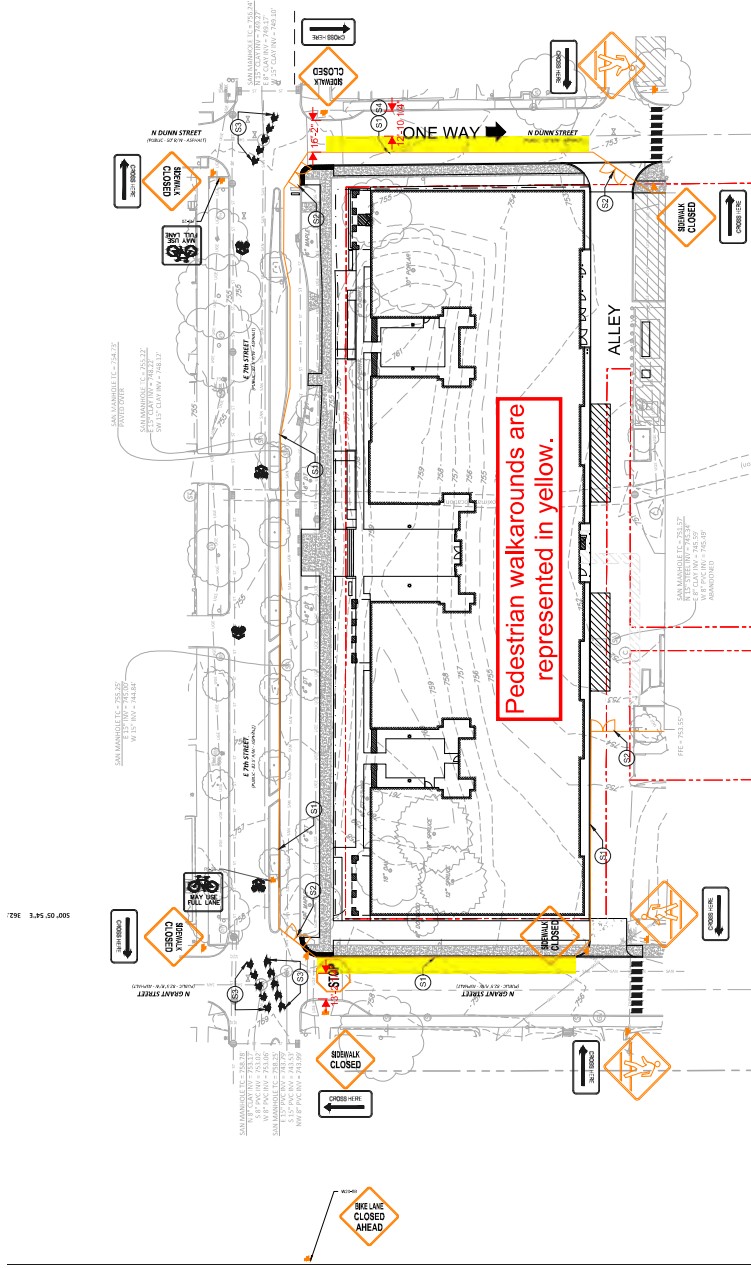


Material Loading – 7<sup>th</sup> and Dunn



Material Loading – View from Deck

# Exhibit 5



Code States - "Within the downtown overlay, a walkaround eight feet in width should be provided when possible"

While theoretically, it is possible to have walkaround on the West and East sides, there are reasons why this is not in anyone's best interest.

1. East Side - the walkaround would need to be just to the East of the West parking spaces on Dunn St which would inhibit traffic flow on Dunn St and also doesn't leave a great release for pedestrians at either end of the walkaround. we suggest that no walkaround is needed and pedestrians can cross at the designated crosswalks shown in Versions 1 or 2 of our MOT Phase 3 plans
2. West Side - due to the minimal duration of closure, we suggest that no walkaround is needed and pedestrians can cross at the designated crosswalks shown in Versions 1 or 2 of our MOT Phase 3 plans

# Exhibit 6



D1 PARTIAL NORTH ELEVATION  
1/8" = 1'-0" KEYED FROM A501/01



A1 PARTIAL NORTH ELEVATION  
1/8" = 1'-0" KEYED FROM A501/01

This document shows the openings to be left out on the Northern Elevation. Yellow indicated the placement for our manpower egress scaffolding, and magenta indicated the openings that will be left out and corralled for material loading.

Material Access

Scaffold Access

Key Plan



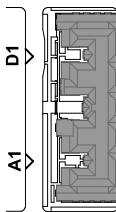
Issue No.	DATE
1. Schematic Design	6/10/2024
2. Preliminary Design	6/10/2024
3. Final Design	6/10/2024
4. Construction Documents	6/10/2024
5. Final Design	6/10/2024
6. Final Design	6/10/2024
7. Final Design	6/10/2024

Revisions	DATE
1. Revision	6/10/2024
2. Revision	6/10/2024
3. Revision	6/10/2024

THE DOCUMENT IS CERTIFIED BY

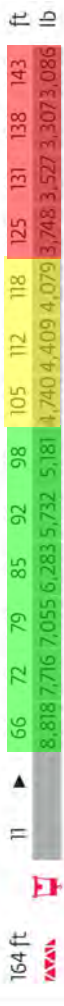
BUILDING ELEVATIONS - NORTH

PRINCIPAL IN CHARGE	J.T. A.C.T.
PROJECT ARCHITECT	J.T. A.C.T.
DRAWN	J.S. J.T. A.C.T. M.E. R.D. S.F. M.C.
CHECKED	J.S. J.T. A.C.T. M.E. R.D. S.F. M.C.
APPROVED	J.S. J.T. A.C.T. M.E. R.D. S.F. M.C.
SCALE	AS INDICATED
JOB NO.	23317.03
DRAWING NO.	A502

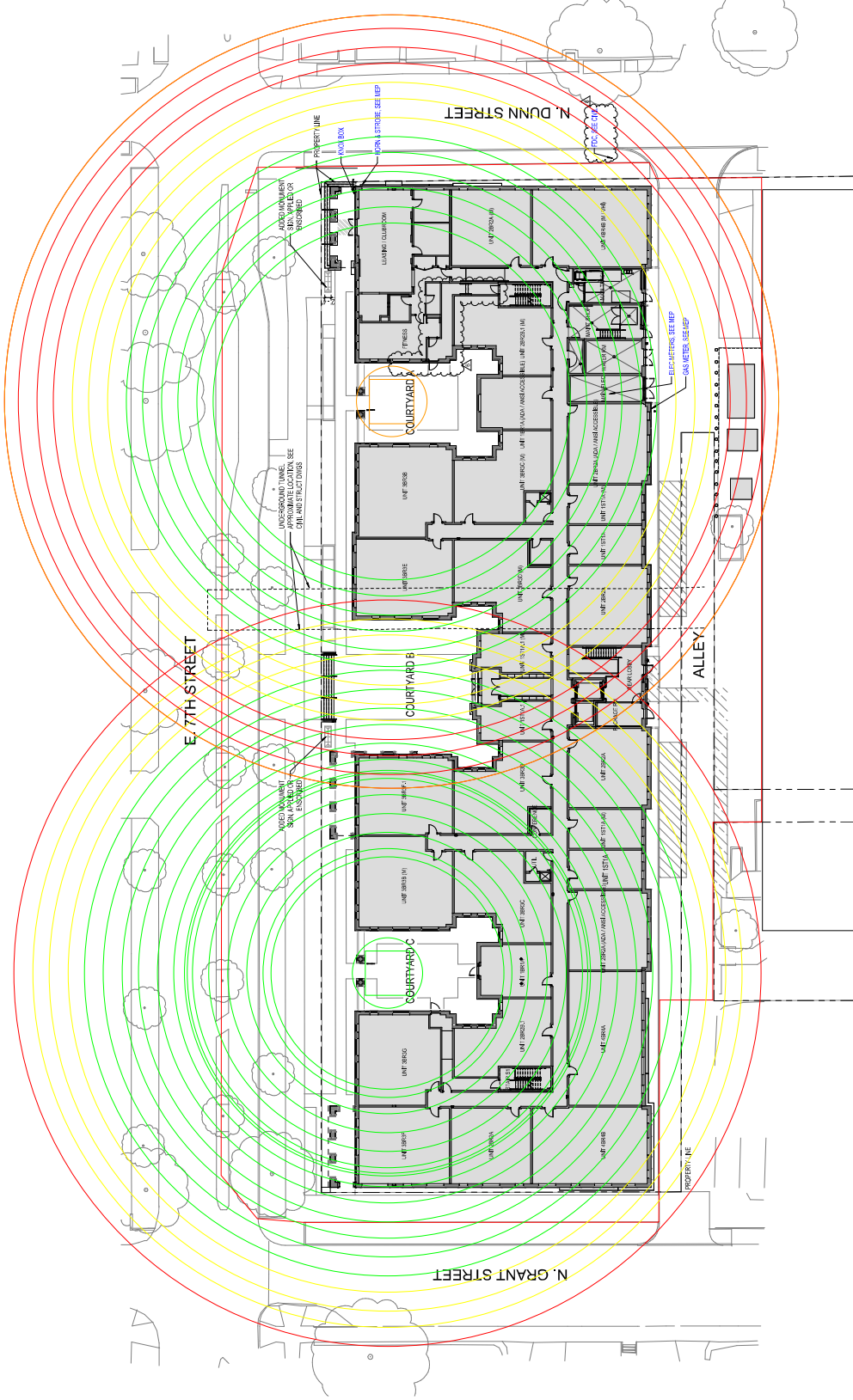


IFC SET - DECEMBER 13, 2024

# Exhibit 7

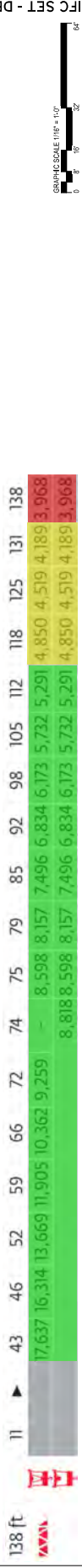


East Crane - 143' Reach Raised Jib



A1 SITE PLAN  
1/16" = 1'-0"

West Crane - 138' Reach



IFC SET - DECEMBER 13, 2024

**TORTI + GALLAS + PARTNERS**  
1903 VERMONT AVE NW, 2nd Floor  
WASHINGTON, DC 20001  
P: 202.588.4800 E: 301.650.2255  
WWW.TGPA.COM

**POPLARS REDEVELOPMENT**

400 E 7TH STREET  
BLOOMINGTON, IN 47405

**BUCKINGHAM COMPANIES**  
OWNER / CIVIL ENGINEER  
BLOOMINGTON COMPANIES  
463.202.2476

STRUCTURAL ENGINEER  
FINN ROBERTS & PETRE, INC.  
317.567.5200  
317.567.5200

Mechanical / Plumbing Engineer  
R.T. MOORE  
317.291.0052

ELECTRICAL ENGINEER  
CEC, INC.  
317.762.0008

CIVIL ENGINEER  
JAMES M. HARRIS  
317.259.5401

LANDSCAPE ENGINEER  
EARTH LANDSCAPE ARCHITECTURE  
317.564.4781

INTERIOR DESIGNER  
THE DESIGN GROUP  
214.443.9090

**Key Plan**



**Issue No.**

**DATE**

**Revisions**

**DATE**

**THE DOCUMENT IS CERTIFIED BY**

**SITE PLAN**

**PRINCIPAL IN CHARGE**

**PROJECT ARCHITECT**

**DRAWN**

**SCALE**

**DRAWING NO.**

**A200**



**④ SITE PLAN GENERAL NOTES:**

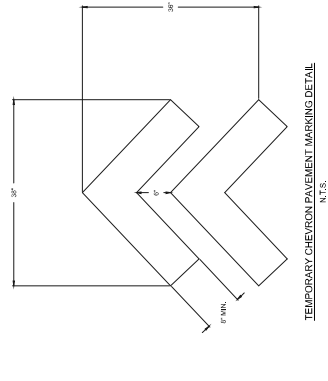
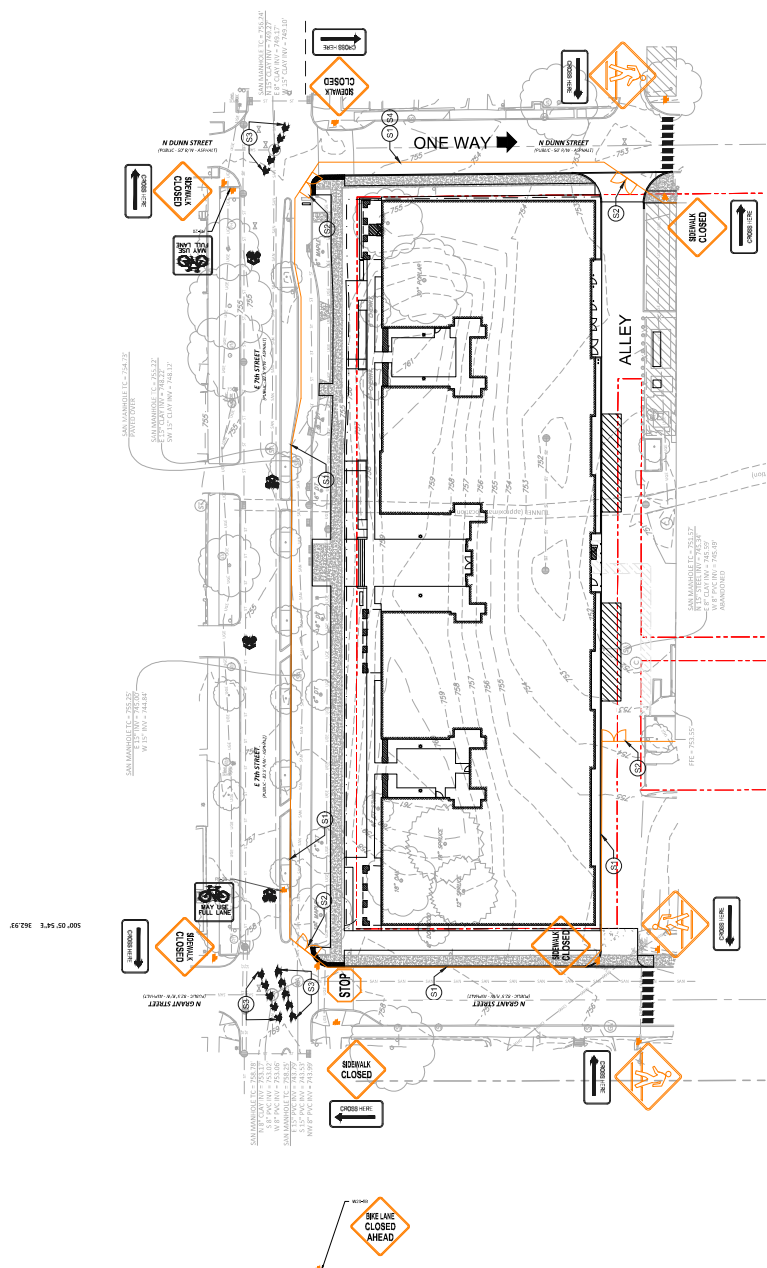
1. ALL MAINTENANCE OF TRAFFIC DEVICES, SIGNS, AND PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE INDIANA MUTCD.
2. SEE INDOT STANDARD DRAWING 604-1.021-42 FOR SIGN SPACING REQUIREMENTS AND ADDITIONAL NOTES.
3. SEE INDOT STANDARD DRAWING 604-1.03.6-01 FOR STANDARD NOTES.

**SITE PLAN KEYNOTES:**

31. PROPOSED CONSTRUCTION FENCE/SITE PERIMETER
32. TEMPORARY ONE-WAY TRAFFIC DIRECTIONAL CHEVRONS (MIN. 4' MEDIAL, TEMPORARY CHEVRONS TEMPORARILY COVER EXISTING BIKE LANE CROSSWALK MARKINGS, TEMPORARY
33. CHEVRONS AND SHARED LANE MARKINGS ARE TO BE REMOVED AFTER BIKE TRAFFIC IS NORMALIZED. SEE DETAIL BELOW FOR TEMPORARY CHEVRON PAVEMENT MARKING.
34. JERSEY BARRIER WITH FENCE MOUNTED ON TOP.

6" MIN.

TEMPORARY CHEVRON PAVEMENT MARKING DETAIL  
N.T.S.







## Board of Public Works Staff Report

**Project/Event:** Contract Amendment #1, Contract with Innovasol Energy for City Hall lighting Replacement

**Petitioner/Representative:** Public Works Facilities Division

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

**Meeting Date:** 5/20/2025

During the course of the lighting replacement project at City Hall, we have become aware of changes that are needed to the scope of work. They are:

1. Additional can light fixtures are needed. This change adds \$5,200.00 to the project cost.
2. There is a deduction of \$25,526.00 for replacement of troffer fixtures with universal voltage units.
3. A cost of \$7,587.00 for changing from XDIM model fixtures to ZDIM model fixtures in some common areas.
4. It has been decided to replace bathroom fixtures instead of retrofitting them with LED's. The additional cost will be \$13,760.00
5. For dimmers in various offices to work. Additional wiring and components are needed. This additional cost will be \$14,618.00.

The original contract price was \$254,000.00. These changes total \$15,639.00, which brings the contract price to \$269,639.00. This represents a 6.2% increase in the contract amount. Staff recommends approval of this contract amendment.

Respectfully submitted,

A handwritten signature in black ink that reads "JD Boruff".

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



## CONTRACT COVER MEMORANDUM

**TO:** Audrey Brittingham

**FROM:** J. D. Boruff

**DATE:** 5/20/25

**RE:** Contract Amendment #1, Contract with Innovasol Energy for City Hall lighting Replacement

<b>Contract Recipient/Vendor Name:</b>	Innovasol Energy
<b>Department Head Initials of Approval:</b>	AW
<b>Responsible Department Staff:</b> <i>(Return signed copy to responsible staff)</i>	J. D. Boruff
<b>Responsible Attorney:</b> <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
<b>Record Destruction Date:</b> <i>(Legal to fill in)</i>	2036
<b>Legal Department Internal Tracking #:</b> <i>(Legal to fill in)</i>	
<b>Due Date For Signature:</b>	5/20/25
<b>Expiration Date of Contract:</b>	6/20/25
<b>Renewal Date for Contract:</b>	N/A
<b>Total Dollar Amount of Contract:</b>	Original Contract Amount \$254,000.00 Revised Contract Amount \$269,639.00
<b>Funding Source:</b>	153-04-040000-53960
<b>W9/EFT Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	yes
<b>Affirmative Action Plan Complete (if applicable):</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	yes
<b>Procurement Summary Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	yes

**Summary of Contract:** The original contract price was \$254,000.00. These changes total **\$15,639.00**, which brings the contract price to \$269,639.00. This represents a 6.2% increase in the contract amount. Staff recommends approval of this contract amendment.

## City of Bloomington Contract and Purchase Justification Form

Vendor: Innovasol Energy

Contract Amount: \$269,639.00

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

### PURCHASE INFORMATION

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

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

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

	Yes	No	
# of Submittals: 1			Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<div style="border: 1px solid #ccc; padding: 5px; margin-top: 10px;">           This is a contract amendment (Change Order) to an existing contract.         </div>
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:

During the course of the lighting replacement project at City Hall, we have become aware of changes that are needed to the scope of work. They are:

1. Additional can light fixtures are needed. This change adds \$5,200.00 to the project cost.
2. There is a deduction of \$25,536.00 for replacement of troffer fixtures with universal voltage units.
3. A cost of \$7,587.00 for changing from XDIM model fixtures to ZDIM model fixtures in some common areas.
4. It has been decided to replace bathroom fixtures instead of retrofitting them with LED's. The additional cost will be \$23,760.00



J. D. Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department

**ADDENDUM TO AGREEMENT BETWEEN  
CITY OF BLOOMINGTON PUBLIC WORKS DEPARTMENT AND  
INNOVASOL ENERGY**

WHEREAS, in December of 2024, the City of Bloomington Public Works Department (the “Department”) and Innovasol Energy (“Contractor”) entered into an Agreement for lighting repair and replacement at City Hall, attached hereto as Exhibit A; and

WHEREAS, the Department wishes to amend the contract; and

WHEREAS, the Department wishes to have this work done; and

WHEREAS, the Contractor is in agreement with this addendum; and

WHEREAS, pursuant the Agreement, additional Services or changes in the Services not agreed upon in the Agreement must be authorized in writing by the Department prior to such work being performed or expenses incurred.

NOW, THEREFORE, the parties hereto mutually agree to amend the Agreement to include as follows:

1. **Scope of Services:** Contractor will perform the additional work provided in the attached **Exhibit B: Change Order**.
2. **Compensation:** Department shall pay an additional charge of Fifteen Thousand Six Hundred and Thirty Nine Dollars and Zero Cents (\$15,639.00), for a new not to exceed contract total of Two Hundred Sixty Nine Thousand Six Hundred and Thirty Nine Dollars and Zero Cents (\$269,639.00).
3. All other terms of the original Agreement not expressly modified in this Amendment remain in full force and effect.

IN WITNESS WHEREOF, the parties execute this Amendment to the Agreement on the date last indicated below.

**CITY OF BLOOMINGTON**

**INNOVASOL ENERGY**

\_\_\_\_\_  
Adam Wason, Director                      DATE  
Parks and Recreation Department

\_\_\_\_\_  
Signature                                      DATE

\_\_\_\_\_  
Kayla Cox-Deckard, Chair                      DATE  
Board of Public Works

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Margie Rice, Corporation Counsel                      DATE



## CONTRACT COVER MEMORANDUM

**TO:** Aleks Pratt  
**FROM:** J. D. Boruff  
**DATE:** 12/17/24  
**RE:** Lighting Replacements at City Hall

<b>Contract Recipient/Vendor Name:</b>	Innovasol Energy, LLC
<b>Department Head Initials of Approval:</b>	AW
<b>Responsible Department Staff:</b> <i>(Return signed copy to responsible staff)</i>	J. D. Boruff
<b>Responsible Attorney:</b> <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
<b>Record Destruction Date:</b> <i>(Legal to fill in)</i>	2036
<b>Legal Department Internal Tracking #:</b> <i>(Legal to fill in)</i>	24-839
<b>Due Date For Signature:</b>	12/17/24
<b>Expiration Date of Contract:</b>	3/31/25
<b>Renewal Date for Contract:</b>	N/A
<b>Total Dollar Amount of Contract:</b>	\$ 254,000.00
<b>Funding Source:</b>	101-02-020000-54510 (\$56,500.00) 153-04-04000-53960 (\$197,500.00)
<b>W9/EFT Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	pending
<b>Affirmative Action Plan Complete (if applicable):</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	pending
<b>Procurement Summary Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	yes

**Summary of Contract:** An RFP was drafted and advertised twice. A mandatory pre-proposal meeting was held on October 23<sup>rd</sup> and was attended by five electrical contractors. Three contractors submitted proposals. All contractor's submittals were acceptable and a scoring matrix was used for the proposals. This matrix took into account the completeness of the proposal, experience and qualifications, proper understanding of the scope of work, and budget (total cost). The scores, out of a possible 100 points, were as follows:

Innovasol Energy, LLC	100 points	Budget Price	\$254,000.00
Electric Plus, Inc.	91.25 points	Budget Price	\$297,915.00
Cassady Electric	82.5 points	Budget Price	\$332,900.00

**AGREEMENT BETWEEN THE CITY OF BLOOMINGTON**  
**PUBLIC WORKS DEPARTMENT AND**  
**INNOVASOL ENERGY, LLC**

This Agreement, entered into on this 17<sup>th</sup> day of December, 2024, by and between the City of Bloomington Public Works Department through the Department of Public Works (hereinafter referred to as "Department"), and Innovasol Energy, LLC (hereinafter referred to as "Contractor"),

**WITNESSETH:**

WHEREAS, the Department wishes to retain Contractor's services for Lighting Replacements and Installations to be performed at 401 N. Morton Street (Bloomington Showers City Hall); and

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

WHEREAS, Contractor is willing and able to provide such Services to the Department;

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

**Article 1. Scope of Services:** Contractor shall provide required Services for the Department as set forth in Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

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

In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with the Public Works Facilities and Operation Director.

Contractor agrees that any information or documents 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 purpose.

**Article 2. Standard of Care:** Contractor shall be responsible for completion of the Services in a manner to meet high professional standards consistent with the contractor's profession in the location and at the time of the rendering of the services. Contractor shall perform all services under this Agreement in

a skillful and competent manner in accordance with normally accepted maintenance and janitorial standards that a contractor would exercise under the same or similar circumstance.

**Article 3. Responsibilities of the Department:** The Department shall provide all necessary information regarding the requirements for the Services. The Department shall furnish such information as expeditiously as is 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 total compensation paid under this Agreement, including fees and expenses, shall not exceed the amount of **Two Hundred Fifty Four Thousand Dollars. (\$254,000.00).**

Invoices shall be sent via email to [public.works@bloomington.in.gov](mailto:public.works@bloomington.in.gov) or 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 as set forth in Article 8 herein.

**Article 6. Schedule:** Contractor shall perform the Services according to the schedule set forth during a meeting between the Department and Contractor after approval of this Agreement. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

The Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to the Contractor. The 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 and materials or supplies purchased and/or stocked up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all materials or supplies purchased and/or stocked by Contractor in connection with this Agreement shall become the property of the Department.

**Article 8. Identity of Contractor:** This section was intentionally left blank.

**Article 9. 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.

**Article 10. Indemnification:** To the fullest extent permitted by law, 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 bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Contractor or Contractor's officers, directors, partners, employees, or subcontractors in the performance of services under this Agreement.

**Article 11. Insurance:** During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) Comprehensive General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence; \$1,000,000 personal injury and advertising injury; \$2,000,000 products and completed operations aggregate; and \$2,000,000 general aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Umbrella/Excess Liability with a required limit of \$1,000,000. In addition, if the Contractor receives payment from the City of Bloomington and/or has access to critical City data, Contractor shall also have the following: a) Cyber Attack and Cyber Extortion: computer attack limit (annual aggregate) of \$1,000,000; sublimit (per occurrence) for cyber extortion of \$100,000; and computer attack and cyber extortion deductible (per occurrence) of \$10,000; b) Network Security Liability: limit (annual aggregate) of \$1,000,000; and deductible (per occurrence) of \$10,000; c) Electronic Media Liability: limit (annual aggregate) of 1,000,000; and deductible (per occurrence) of \$10,000; and d) Fraudulent Impersonator Coverage: limit (annual aggregate) of

\$250,000; and deductible (per occurrence) of \$5,000. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement. 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 service or operations performed pursuant to 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 required proof that the insurance has been procured and is in force and paid for, Department shall have the right at Department's election to forthwith terminate the Agreement.

**Article 12. Retainage and Escrow.** For contracts in excess of \$100,000 and for which Contractor requesting progressive payments, the retainage amount withheld shall be held by Board of Public Works ("Board") or shall be placed in an escrow account with an escrow agent. Yellow Cardinal Group Columbus, Indiana, shall serve as the escrow agent. If an escrow agent is used, the escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. If an escrow agent is used, Contractor shall work directly with the escrow agent to set up the account. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

The escrow agent or the Board shall hold the retainage until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent or the Board to pay to the Contractor the retainage, including both specifying the amount of retainage to be released and the person to whom that portion is to be released. After receipt of the notice, the escrow agent or the Board shall remit the

designated funds to the person specified in the notice. If the escrow agent held the retainage, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees. **If the Board held the retainage, no interest will have been earned or will be payable.** However, nothing in this section shall prohibit Owner from requiring the escrow agent or the Board to withhold amounts necessary to complete minor items of the Contract following substantial completion of the Contract.

**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 required under this Agreement. The 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; provided, however, Contractor may assign its rights to payment without the Department's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

**Article 17. Third Party Rights:** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Department and the Contractor.

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

**Article 20. Compliance with Laws:** In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Contractor shall advise Department of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, 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. Contractor shall comply with the City's Living Wage Ordinance throughout the term of this Agreement.

**Article 21. Notices:** Any notice required by this Agreement shall be made in writing to the addresses specified below:

Department:

Contractor:

City of Bloomington Public Works Department  
Attn: J. D. Boruff  
401 N. Morton Street, Suite 120  
Bloomington, Indiana 47404

Innovasol Energy, LLC  
Attn: Colton Cooper  
5610 Dividend Road  
Indianapolis, Indiana 46241

Nothing contained in this Article shall be construed to restrict the transmission of routine

communications between representatives of the Department and the Contractor.

**Article 22. Intent to be Bound:** The Department and the Contractor each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

**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.

**Article 24. Verification of New Employee's Employment 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 Exhibit B, 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 8U.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 Department obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the Department shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) 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} day period, the Department shall terminate the Agreement, unless the Board determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Department may allow the Agreement to remain in effect until the Department procures a new Contractor. If the Department terminates the Agreement, the Contractor or its subcontractor is liable to the Department 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 Department.

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

**Article 25. No Collusion:** Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit C, affirming that Contractor has not engaged in any collusive conduct. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth.

**Article 26. 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 \$15.75 per hour for covered employees, and up to 15% of that amount, or \$2.36, 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 D; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

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

Owner

City of Bloomington

Department of Public Works

Contractor

Signed by:  
  
C32CC8C5B0CF457...

Colton Cooper

5/2/2025

VP Sales & Development

*Kyla Cox Deckard*

Kyla Cox Deckard, Board President

*Kyla Cox Deckard*

Printed Name

Signed by:

*Margie Rice*

5/2/2025

70B1F031F43E4C6...

Margie Rice, Corporation Counsel

*Margie Rice*

Printed Name

## EXHIBIT "A"

### Scope of Services

#### SHOWERS CITY HALL

#### Full LED Lighting Replacement with Controls:

The Contractor will provide all labor and materials for this project, which includes the replacement of lighting fixtures and controls for Units A and B on the first and second floors. Specifically, the work will involve:

- Replacing all existing troffer fixtures with Lightcloud Blue control troffer fixtures equipped with microwave sensors
  - [96] Rab Lighting: EZPANFA2X2/D10/LCBS/MVS
  - [267] Rab Lighting: EZPANFA2X4/D10/LCBS/MVS
- Retrofitting all egg crate style suspended light fixtures and hallway cove lighting with Lightcloud Blue control 4ft ballast bypass lamps with microwave sensors
  - [1600] Rab Lighting: T8-17-48P-8TW-SD-BYP/LCBS/MVS
- Replacing all can lights, except those in bathrooms, with Lightcloud Blue control can light fixtures
  - [165] Rab Lighting: WFRL6R139TW120WB-SS-NS/LCB
  - [15] Rab Lighting: WFRL4R99TW120WB-SS-NS/LCB
- Retrofitting bathroom cove lighting with non-controlled LED 4ft lamps and replacing bathroom can lights with new non-controlled LED can light fixtures
  - [56] Rab Lighting: T8-10.5-48G-840-DE-BYP
  - [20] Rab Lighting: T8-12-36G-840-DE-BYP
  - [2] Rab Lighting: WFRL6R139FA120WS
- Relamping all track lighting with LED MR16 bulbs
  - [48] Rab Lighting: MR16-7.5-940-35D-DIM-G2
- Replacing the original wall switches in every room with Lightcloud Blue control fixtures/lamps with Lightcloud blue wall dimmer switches to connect all Lightcloud Blue fixtures/lamps
  - [152] Rab Lighting: XDIM/LCB
- Recycling all old fixtures and lamps.
- Commissioning Lightcloud Blue control system.

Commission Number: \_\_\_\_\_



Commission Number



## Board of Public Works Staff Report

**Project/Event:** Demolition of Awning at Street Division

**Petitioner/Representative:** Public Works Facilities Division

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

**Meeting Date:** 5/20/2025

The equipment storage awning at the Street Division suffered from structural deterioration of the steel columns hold the structure up. Strong winds exacerbated the damage. It was the opinion of the engineer looking at the structure that it needed to be demolished. An emergency purchase was approved in 2024, the proposal signed with the demolition contractor, and money encumbered for the project. There were unforeseen problems in getting the electrical service attached to the awning removed. The primary problem was that this service fed a tornado siren owned by Monroe County Emergency Management. All issues preventing demolition have been cleared and the structure has been demolished. This agreement is to approve the payment for this work that was approved on an emergency basis by the Controller.

This agreement is for \$22,000.00 with Renascent for demolition of the awning.

Respectfully submitted,

A handwritten signature in black ink that reads "JD Boruff".

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



## CONTRACT COVER MEMORANDUM

**TO:** Audrey Brittingham  
**FROM:** J. D. Boruff  
**DATE:** 5/20/25  
**RE:** Demolition of Awning at Street Division

<b>Contract Recipient/Vendor Name:</b>	Renascent, Inc.
<b>Department Head Initials of Approval:</b>	AW
<b>Responsible Department Staff:</b> <i>(Return signed copy to responsible staff)</i>	J. D. Boruff
<b>Responsible Attorney:</b> <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
<b>Record Destruction Date:</b> <i>(Legal to fill in)</i>	2036
<b>Legal Department Internal Tracking #:</b> <i>(Legal to fill in)</i>	
<b>Due Date For Signature:</b>	5/20/25
<b>Expiration Date of Contract:</b>	5/20/25
<b>Renewal Date for Contract:</b>	N/A
<b>Total Dollar Amount of Contract:</b>	\$22,000.00
<b>Funding Source:</b>	451-20-200000-53610 (2024 PO)
<b>W9/EFT Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	yes
<b>Affirmative Action Plan Complete (if applicable):</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	yes
<b>Procurement Summary Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	yes

**Summary of Contract:** The equipment storage awning at the Street Division suffered from structural deterioration of the steel columns hold the structure up. Strong winds exacerbated the damage. It was the opinion of the engineer looking at the structure that it needed to be demolished. An emergency purchase was approved in 2024, the proposal signed with the demolition contractor, and money encumbered for the project. There were unforeseen problems in getting the electrical service attached to the awning removed. The primary problem was that this service fed a tornado siren owned by Monroe County Emergency Management. All issues preventing demolition have been cleared and the structure has been demolished. This agreement is to approve the payment for this work that was approved on an emergency basis by the Controller.

## City of Bloomington Contract and Purchase Justification Form

Vendor: Renascent, Inc.

Contract Amount: \$22,000.00

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

### PURCHASE INFORMATION

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

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

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

	Yes	No	
# of Submittals: 1			Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<div style="text-align: right; margin-bottom: 5px;">Yes    No</div> <div style="text-align: right; margin-bottom: 5px;"><input type="checkbox"/>    <input checked="" type="checkbox"/></div> <p>Emergency purchase, and sole source purchase was approved by the Controller.</p>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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

The equipment storage awning at the Street Division suffered from structural deterioration of the steel columns hold the structure up. Strong winds exacerbated the damage. It was the opinion of the engineer looking at the structure that it needed to be demolished. An emergency purchase was approved in 2024, the proposal signed with the demolition contractor, and money encumbered for the project. There were unforeseen problems in getting the electrical service attached to the awning removed. The primary problem was that this service fed a tornado siren owned by Monroe County Emergency Management. All issues preventing demolition have been cleared and the structure has been demolished. This agreement is to approve the payment for this work that was approved on an emergency basis by the Controller.

J. D. Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department



CITY OF BLOOMINGTON

## APPROVAL TO USE SPECIAL PURCHASING METHOD

Check the box for the purchasing method this request applies to

Auction Purchase ☐  
Licensing Agreement ☐Equipment Compatibility ☐  
Governmental Discount ☐GSA Special Pricing ☐  
Single/Sole Source ☐No response to RFQ/ITB ☐  
Impair City Operations ☒Email this Request Form to Jessica McClellan: [jessica.mcclellan@bloomington.in.gov](mailto:jessica.mcclellan@bloomington.in.gov)1) Request Date 7/17/242) Requestor Name J. D., Boruff  
Department Public Works  
Telephone and E-mail 812-325-2952 boruffj@bloomington.in.gov3) Value of Proposed Contract or Purchase \$ 22,000  
Recommended Vendor Renascent, Inc.  
Budget Line 451-20-2000000-536104) Enter item description: Demolish structural steel awning at Street Division

Detail Justification that Validates Special Purchasing Method. Please attach any supporting documents.

The awning at the Street division use to store truck and equipment has been declared unsafe due to storm damage. This building is a hazard and needs to be demolished as soon as possible. This contract will be to demolish the structural steel awning and remove all scrap from the site.

Describe the product or service the vendor will provide and explain why this meets the special purchasing method checked above.

Renascent, Inc. is the demolition contractor the RDC has utilized for the Hopewell demolition. They are vetted with the City. They are capable of such a project and have the proper equipment to complet the job. They are also available on short notice.

Detail the research performed to determine this purchase method is the best solution for the city.

Urgency is the primary factor driving this request.

Describe why this vendor and solution was chosen.

Again, Renascent, Inc. is the demolition contractor the RDC has utilized for the Hopewell demolition. They are vetted with the City. They are capable of such a project and have the proper equipment to complet the job. They are also available on short notice.

Approved By:

Jessica McClellan 7-17-24  
Jessica McClellan Date  
Controller

Adam Wase  
Department Head

7-17-2024  
Date

**City of Bloomington Emergency Purchase Justification Form**

Vendor: Renascent, Inc.

Amount: \$22,000.00

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

**PURCHASE INFORMATION**

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

The awning at the Street division use to store truck and equipment has been declared unsafe due to storm damage. This building is a hazard and needs to be demolished as soon as possible. This contract will be to demolish the structural steel awning and remove all scrap from the site.

2. State the facts that lead to the conclusion that financial or operational damage or risk of damage will occur if needs are not satisfied immediately (do not simply say that there will be damage or risk of damage):

The building is in eminent danger of total or partial collapse. All equipment has been moved because of this. The lack of space at the property severely hampers the operations of the Street Division.

3. State why the needs were not or could not be anticipated so that goods or services could not have been purchased following standard procedures:

This is an emergency situation. It was caused by the severe storms that came through the area recently.

4. State the name of the Vendor and the reason and process used for selecting this vendor (Attach all quotes or proposals received from other sources, if applicable):

Renascent, Inc. is the demolition contractor the RDC has utilized for the Hopewell demolition. They are vetted with the City. They are capable of such a project and have the proper equipment to complet the job. They are also available on short notice.

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

J. D. Boruff  
Print/Type Name

Facilities Director  
Print/Type Title

Public Works  
Department

Department Head Signature

7/17/24  
Date

812-325-2952  
Telephone Number

Amount: \$20,000.00

Budget Line: 451-20-200000-53610

Approved by: Jessica McClellan  
Jessica McClellan - Controller

Date: 7-17-24

**AGREEMENT**  
**BETWEEN**  
**CITY OF BLOOMINGTON**  
**PUBLIC WORKS DEPARTMENT**  
**AND**  
**RENASCENT, INC.**

**FOR**

**DEMOLITION OF AWNING AT STREET DIVISION**

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

**WITNESSETH THAT:**

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Demolition of Awning at Street Division**, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

**ARTICLE 1. TERM**

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

**ARTICLE 2. SERVICES**

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

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

**2.03** CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any

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

### **ARTICLE 3. COMPENSATION**

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

**3.02** Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Twenty Two Thousand Dollars (\$22,000.00). The CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

### **ARTICLE 4. RETAINAGE**

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

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

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

**4.03** **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the

escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

## **ARTICLE 5. GENERAL PROVISIONS**

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

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

### **5.02 Abandonment, Default and Termination**

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

### **5.03 Successors and Assigns**

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

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

### **5.04 Extent of Agreement: Integration**

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

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

11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

## **5.05 Insurance**

### **5.05.01**

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

**5.08 Non-Discrimination**

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

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

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

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

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

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

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

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

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

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

**5.09 Workmanship and Quality of Materials**

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

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

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

**5.10 Safety.** CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations,

ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

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

#### **5.11 Amendments/Changes**

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

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

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

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

#### **5.12 Performance Bond and Payment Bond**

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Renascent, Inc.
Attn: J. D. Boruff, Facilities Director	Attn: Anthony Larson
401 N. Morton St., Suite 120	6325 Digital Way, Suite #300
Bloomington, IN 47404	Indianapolis, IN 46278

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

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

**5.17 Steel or Foundry Products**

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

**5.17.02** Domestic Steel products are defined as follows:

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

**5.17.03** Domestic Foundry products are defined as follows:

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

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

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

**5.18 Verification of Employees' Immigration Status**

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

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement,

unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

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

#### **5.19 Non-Collusion**

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

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

DATE: \_\_\_\_\_

City of Bloomington  
Bloomington Board of Public Works

BY:

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Elizabeth Karon, Member

\_\_\_\_\_  
James Roach, Member

\_\_\_\_\_  
Kerry Thomson, Mayor of Bloomington

BY:

\_\_\_\_\_  
Contractor Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title of Contractor Representative

## **ATTACHMENT 'A'**

### **"SCOPE OF WORK"**

#### **DEMOLITION OF AWNING AT STREET DIVISION**

##### Included in Scope of Work:

1. Demolition Permit, if needed.
2. Asbestos testing, required
3. Complete demolition and disposal of steel parking structure.
4. Concrete pad will be left in place.

##### Exclusions:

1. Asbestos abatement, if required.
2. Any hazardous material abatement or disposal.

##### Conditions of Work:

Work will be handled in a safe and professional manner. All debris will be properly disposed of at legal and permitted dump sites. Contractor retains all salvage rights at proposal acceptance. Unless otherwise stated above, our price does not include any subsurface removal of infrastructure, utilities not shown on plans or utility disconnects into the road the city may require or any erosion control. In addition the above price does not include any removal of asbestos, contaminated and/or hazardous material. Price valid for (60) sixty days from date of proposal.

# ATTACHMENT 'B'

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

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_)

### AFFIDAVIT

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

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

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

Method of Compliance (Specify) \_\_\_\_\_

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Printed Name

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

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

My Commission Expires: \_\_\_\_\_  
Signature of Notary Public

County of Residence: \_\_\_\_\_  
Printed Name of Notary Public

\*Quoters:           Add extra sheet(s), if needed.

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

## “E-Verify AFFIDAVIT”

## E-VERIFY AFFIDAVIT

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.

STATE OF INDIANA )  
 )SS:  
COUNTY OF \_\_\_\_\_ )

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

\_\_\_\_\_  
Commission Number

\_\_\_\_\_  
Notary Public's Signature

\_\_\_\_\_  
Printed Name of Notary Public

## ATTACHMENT D

### NON-COLLUSION AFFIDAVIT

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

### OATH AND AFFIRMATION

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Name of Organization)

By: \_\_\_\_\_

\_\_\_\_\_  
(Name and Title of Person Signing)

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public Signature

Resident of \_\_\_\_\_ County

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Commission Number



## Board of Public Works Staff Report

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<b>Project/Event:</b>	Revocation of Agreement with Wise Building Solutions on Kirkwood Sidewalk Project
<b>Staff Representative:</b>	Joe Van Deventer
<b>Date of Board Meeting:</b>	May 20, 2025

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### Report:

Recommendation for Revocation of Agreement with Wise Building Solutions on the Kirkwood Sidewalk Project due to poor performance on another project. Contractor informed the City that they are unable to proceed with Kirkwood Project. No work has been started under this agreement.

City of Bloomington and Wise Building Solutions wish to revoke the Agreement, at no penalty or cost to either party.



## CONTRACT COVER MEMORANDUM

**TO:** Legal Department  
**FROM:** Joe Van Deventer, Street Division  
**DATE:** May 20, 2025  
**RE:** Revocation of Agreement with Wise Building Solutions

<b>Contract Recipient/Vendor Name:</b>	Wise Building Solutions
<b>Department Head Initials of Approval:</b>	Adam Wason
<b>Responsible Department Staff:</b> <i>(Return signed copy to responsible staff)</i>	Danna Stephens
<b>Responsible Attorney:</b> <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
<b>Record Destruction Date:</b> <i>(Legal to fill in)</i>	6/1/2035
<b>Legal Department Internal Tracking #:</b> <i>(Legal to fill in)</i>	25-396 (revoking 24-845)
<b>Due Date For Signature:</b>	5/20/2025
<b>Expiration Date of Contract:</b>	5/20/2025
<b>Renewal Date for Contract:</b>	NA
<b>Total Dollar Amount of Contract:</b>	\$240,115.00
<b>Funding Source:</b>	NA
<b>W9/EFT Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	NA
<b>Affirmative Action Plan Complete (if applicable):</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	NA
<b>Procurement Summary Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	NA

### **Summary of Contract:**

Recommendation for Revocation of Agreement with Wise Building Solutions on the Kirkwood Sidewalk Project due to poor performance on another project. Contractor informed the City that they are unable to proceed with Kirkwood Project. No work has been started under this agreement.

City of Bloomington and Wise Building Solutions wish to revoke the Agreement, at no penalty or cost to either party.

**Revocation of the Agreement between  
City of Bloomington Street Department and  
Wise Building Solutions for  
Kirkwood Sidewalk Project**

This Revocation of the Agreement between City of Bloomington Street Department and Wise Building Solutions for Kirkwood Sidewalk Project (hereinafter “Revocation”), executed by and between the City of Bloomington, Indiana, Street Department through the Board of Public Works (hereinafter “City”), and Wise Building Solutions (hereinafter “Contractor”) arises out of the following circumstances:

- A. On or about November 17, 2024, the City issued its invitation to bidders to bid on the Kirkwood Sidewalk Project, attached hereto as Exhibit A, wherein bids were due on December 2, 2024.
- B. Contractor submitted their bid by the deadline.
- C. At the December 3, 2024 Board of Public Works Meeting, Contractor was determined to be the lowest responsive and responsible bidder, and was awarded the project.
- D. Contractor entered into an agreement (hereinafter “Agreement”) with the City and a notice to proceed was promptly issued on \_\_\_\_\_, all attached hereto as Exhibit B.
- E. On or about April of 2025, Contractor informed the City that they are unable to proceed with the project.
- F. No work has been started under the Agreement.
- G. The parties wish to revoke the Agreement, at no penalty or cost to either party.

NOW, THEREFORE, in consideration of the foregoing statements, the Parties agree as follows:

- 1. Paragraphs A through G of this Revocation are incorporated into and shall constitute part of this Revocation.
- 2. Contractor has not incurred any costs under the Agreement or related to this project.
- 3. The City has not paid any amounts to Contractor under the Agreement or related to this project.
- 4. Although Contractor was determined to be the lowest responsible and responsive bidder, Contractor no longer wishes to move forward with the project.
- 5. Contractor and City hereby revoke and cancel the Agreement, without penalty or remedy.

**City of Bloomington**

Margie Rice, Corporation Counsel    DATE \_\_\_\_\_

Kyla Cox-Deckard, Chair  
Board of Public Works

DATE

Adam Wason, Director  
Department of Public Works

DATE

## Wise Building Solutions

Signature \_\_\_\_\_ DATE \_\_\_\_\_

Printed Name, Title



PROPOSED:

KIRKWOOD SIDEWALK PROJECT

ADVERTISEMENT/RELEASE PROJECT DATE: November 17, 2024

LETTING DUE DATE: December 2, 2024, 12:00 pm

FOR:

City of Bloomington

Public Works - Street Division

401 North Morton Street

Bloomington, IN 47404

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/bloomingtonin>

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VII. SUPPLEMENTARY CONDITIONS.....  
VIII. SPECIAL CONDITIONS.....  
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Attachments:

- A - Sample Bid Bond Form
- B - Sample Performance Bond Form
- C - Indiana State Form 96
- E - Escrow docs for Yellow Cardinal
- F - Sample Agreement
- G - Affirmative Action Plan Packet
- Plan, Kirkwood Sidewalk Project
- Kirkwood Crosswalks IMI mix design
- IntraSeal Flyer

## 01 PROJECT DETAILS

### 1. Important Instructions for Submittal

The City is accepting electronic bid submissions. Bidders shall create a FREE account with OpenGov by signing up at <https://procurement.opengov.com/portal/bloomingtonin>. Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic bid.

Sealed bids shall be received by the Department of Public Works at or before 12:00 PM local time on December 2, 2024. Bids will be publicly unsealed and read aloud at a work session of the Board of Public Works at 12:00 Noon local time on Monday, December 2, 2024, in the Council Chambers of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana. The Work Session is also available via Zoom by using the following link: <https://bloomington.in.gov/boards/public-works>. Any Bids received after the designated time will not be considered. Bids will be reviewed and the award may be made at the December 3, 2024, Board of Public Works meeting, or a subsequent meeting, which will be held in the Council Chambers (RM #115) of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana and is accessible via Zoom online by using the link provided above.

## 02 INTRODUCTIONS

### 1. Summary

NOTICE IS HEREBY GIVEN THAT THE BOARD OF PUBLIC WORKS OF THE CITY OF BLOOMINGTON, INDIANA, WILL RECEIVE SEALED BIDS FOR THE FOLLOWING:

KIRKWOOD SIDEWALK PROJECT

### 2. Background

This project shall include, but is not limited to, the cost to furnish the removal and replace brick paver sidewalks with colored stamped concrete in a brick herringbone design, and installation of tree grates along Kirkwood Avenue.

### 3. Contact Information for inquiries

#### **Danna Workman-Stephens**

Asset Clerk/Emergency Grant Coordinator

1981 S. Henderson St.

Bloomington, IN 47401

Email: [workmand@bloomington.in.gov](mailto:workmand@bloomington.in.gov)

Phone: [\(812\) 349-3818](tel:8123493818)

#### **Department:**

Public Works - Street Division

#### **Division Head:**

Joe VanDeventer

Director of Street Operations

#### 4. Timeline

<b>Advertisement/Release Project Date</b>	November 17, 2024 and November 24, 2024
<b>Pre-Bid Conference (Non-Mandatory)</b>	November 25, 2024, 9:00am 303 E Kirkwood Avenue
<b>Question Submission Deadline</b>	November 26, 2024, 3:00pm
<b>Question Response Deadline</b>	November 27, 2024, 3:00pm
<b>Letting Due Date</b>	December 2, 2024, 12:00pm

### 03 INVITATION TO BIDDERS

NOTICE IS HEREBY GIVEN THAT THE BOARD OF PUBLIC WORKS OF THE CITY OF BLOOMINGTON, INDIANA, WILL RECEIVE SEALED SUBMISSIONS FOR **Kirkwood Sidewalk Project**, THROUGH THE CITY'S PROCUREMENT PORTAL AT <https://procurement.opengov.com/portal/bloomingtonin>

This project shall include, but is not limited to, the cost to furnish the removal and replace brick paver sidewalks with colored stamped concrete in a brick herringbone design, and installation of tree grates along Kirkwood Avenue.

#### 03.01 Bid Opening and Award

Bids are to be submitted in proper form, as described in the "Instructions to Bidders". Bids will be received, at or before 12:00 pm local time on Monday, December 2, 2024. Bids will be publicly opened and read aloud at a work session of the Board of Public Works Monday, December 2, 2024, in the Council Chambers of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana, and via Zoom by using the following link: <https://bloomington.in.gov/boards/public-works>. Any Bids received after the designated time will not be accepted. Bids will be reviewed and the award may be made at the December 3, 2024, regular meeting of the Board of Public Works which will be held in the Council Chambers of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana, and by using the link provided above, or a subsequent meeting of the Board of Public Works.

#### 03.03 Pre-Bid Meeting

**A pre-bid meeting will be held on Monday, November 25, 2024, at 9:00 am local time.** All potential Bidders are encouraged to attend; however, this meeting is not mandatory. The Pre-Bid meeting will be held at outside on the sidewalk in front of the Monroe County Library at 303 E Kirkwood Avenue.

### 03.04 Bidding Requirements

Each Bidder shall include with their sealed Bid:

1. a properly executed Non-collusion Affidavit as required by the laws of the State of Indiana; This is included in the Questionnaire Form 96.
2. a Questionnaire Form 96 of the State Board of Accounts;
3. a cashier's check or certified check drawn on an acceptable bank or a Bid bond equal to five (5) percent of the total amount of bid;
4. a properly executed Trench Safety Systems Affidavit, if project may require creation of a trench of at least five (5) feet in depth;
5. a properly executed Employee Drug Testing Program Affidavit for a public works project estimated to cost at least \$150,000;
6. a copy of the bidder's written plan for an employee drug testing program to test the employees of the bidder for drugs;
7. a copy of the bidder's approved Affirmative Action Plan, including the Living Wage Affidavit, if your company is applicable to the ordinance

Bids of \$100,000.00 or more, the successful Bidder shall furnish both a performance bond and a payment bond for one hundred percent (100%) of the contract amount prior to the execution of the contract, and the performance bond and the payment bond shall remain in effect for a period of one (1) year after final acceptance of the work.

The City of Bloomington is an equal opportunity employer, and Bidder shall meet all requirements for equal employment under Title VII of the 1964 Civil Rights Act as amended and under the Bloomington Human Rights Ordinance, as amended.

Each Bidder for proposals over \$10,000.00 shall submit and have approved by the City of Bloomington Contract Compliance Officer, Audrey Brittingham, their written Affirmative Action Plan and their written Harassment Plan. You must submit your written affirmative action plan (or supplement) to City Legal or as part of your bid packet by the bid deadline. Bidders who fail to submit an affirmative action plan by the bid deadline are subject to disqualification. **We strongly recommend** you submit your affirmative action plan to the Legal Department prior to the bid deadline so Legal may review your plan to make sure it complies with the City's requirements. If your bid is chosen and your affirmative action plan does not entirely comply with the City's requirements, you will be required to bring it into compliance prior to the execution of any City contract. Each Bidder must ensure that all employees and applicants for employment are not discriminated against because of race, religion, color, sex, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, or housing status. All the protected classes must be included in your Affirmative Action Plan for it to be acceptable. In addition to other requirements, your plan **MUST** include a workforce breakdown, an internal grievance procedure, a non-retaliation statement, designation of a person by name or position who is responsible for implementation of the Plan, applicability to both applicants and employees, recruitment of minorities, equal access to training

programs, and an explanation of your method of communicating the operations of your affirmative action plan to employees and prospective applicants. Audrey Brittingham, Contract Compliance Officer, may be contacted at (812) 349-3426, 8:00 a.m. to 5:00 p.m. Monday through Friday.

Each Bidder required to submit an affirmative action plan must also submit a harassment plan. The harassment plan must, at minimum, include a definition of harassment, the name or title of the individual designated to receive and investigate complaints and a statement that the contractor will not retaliate against an employee for complaining about harassment. A model harassment policy is included for your convenience, which you may amend and adapt as your own.

In accordance with Bloomington Municipal Code 2.28, the Bloomington Living Wage Ordinance, contractors that are considered "covered employers" are required to pay their covered employees at least a living wage. The living wage for 2025 shall be \$16.22 per hour, up to \$2.43 of which may be provided in the form of the covered employer's contribution to health insurance.

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

For Bids in excess of \$300,000 on Public Works projects that are for the construction, improvement, alteration, repair, or maintenance of a road, highway, street, or alley, the Contractor must be pre-qualified with the Indiana Department of Transportation in accordance with Indiana Code 8-23-10.

For Bids in excess of \$300,000 on Public Works projects that are not for the construction, alteration or repair of a highway, street or alley, the Contractor must be pre-qualified with the Indiana Public Works Certification Board in accordance with Indiana Code 4-13.6-4-2.5.

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

The Board of Public Works reserves the right to waive any informality and to accept or reject any or all bids submitted. Bids may be held by the Board of Public Works for a period not-to-exceed sixty (60) days from the date of the opening of Bids for the purpose of reviewing the Bids and investigating the qualifications of the Bidders prior to awarding the contract.

Board of Public Works, City of Bloomington, Indiana

Kyla Cox Deckard, President

## **04 INSTRUCTIONS TO BIDDERS**

### **1.00 CONTRACT DOCUMENTS**

Contract Documents that will form the Contract are:

- a. The Agreement and its Attachments
- b. The Invitation to Bidders

- c. The Instructions to Bidders
- d. The Performance Bond and the Payment Bond
- e. The Specifications
- f. The General Conditions
- g. The Supplementary Conditions
- h. The Special Conditions
- i. The Escrow Agreement
- j. Request for taxpayer identification number and certification: Substitute W-9.
- k. All Addenda to the Bid Documents
- l. 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.
- m. CONTRACTOR'S submittals
- n. All plans as provided for the work that is to be completed.

## 1.01 DEFINED TERMS

**1.01.01** Bidder: The individual or entity who submits a Bid directly to the City.

**1.01.02** Successful Bidder: The lowest responsible and responsive Bidder to whom City makes an award.

## 1.02 INSPECTION OF THE SITE

Bidder shall examine each of the Contract Documents, visit the site of the work and thoroughly and fully inform themselves of the construction hazards, procedures, labor, conditions and factors, which could affect the prosecution and completion of the work. Such considerations shall include; the conditions of existing structures and facilities which may be affected by the proposed work, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the availability and cost of labor and methods for transporting, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the Bidder's Bid. There will be no subsequent financial adjustment to any contract for lack of such prior information or its effects on the cost of the work.

## 1.03 OMISSIONS AND DISCREPANCIES

Should Bidders find discrepancies in, or omissions from, the Contract Documents, or should they be in doubt as to their meaning, questions should be submitted through the procurement portal at <https://procurement.opengov.com/portal/bloomingtonin>. Interpretation of the proposed contract documents will be made only by addendum. A copy of each addendum will be posted on

the procurement portal at <https://procurement.opengov.com/portal/bloomingtonin> . The City will not be responsible for any other explanations or interpretations of the proposed contract documents.

## 1.04 PRE-BID CONFERENCE

A non-mandatory pre-bid conference may be held at the time and location indicated in the Advertisement or Invitation to Bid. Representatives of City and Director of Street Operations will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid. Information presented at the pre-bid conference does not alter the Contract Documents. City will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

## 1.05 INTERPRETATIONS AND ADDENDA

City on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.

Bidder shall submit all questions about the meaning or intent of the Bidding Documents through the procurement portal at <https://procurement.opengov.com/portal/bloomingtonin>.

Interpretations or clarifications considered necessary by the City in response to such questions will be issued through the procurement portal and by Addenda delivered to all registered plan holders. Questions received fewer than four (4) working days prior to the date for opening of Bids may not be answered.

Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

## 2.00 BIDS

Pursuant to the "Invitation to Bidders", sealed Bids for performing the work shall be submitted through the e-Procurement Portal site listed in Section 3.0 - Invitation to Bidders, **at or before 12:00 pm local time on Monday, December 2, 2024**. Bids will be publicly opened and read aloud at a work session of the Board of Public Works, December 2, 2024, in the Council Chambers of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana. Any Bids received after the designated time will not be accepted. Bids will be reviewed and the award may be made at the December 3, 2024, regular meeting of the Board of Public Works, which will be held in the Council Chambers of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana, or a subsequent meeting of the Board of Public Works. If requested by project manager, the City's Substitute IRS W-9 form shall be executed by Bidder and received by the City prior to the issuance of a Notice to Proceed to Bidder.

**2.01 BASIS OF BID:** Bidders must submit a Bid on a unit price basis for each item of work listed in the unit price section of the Bid Form. The "Bid Price" (sometimes referred to as

the extended price or Bid Amount) for each unit price Bid item will be the product of the "Approximate Quantity", which City or its representative has set forth in the Bid Form, for the item and the corresponding "Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by City for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with CHANGE OF CONTRACT PRICE section of the General Conditions.

**2.02 BID FORM:** Each Bid shall include a Pricing Table on the Bid Form with Unit Prices provided if applicable. All addenda to the Contract Documents on which a Bid is based, properly signed by the Bidder, shall accompany the Bid when submitted. No alteration in any Bid, or in the Bid Form on which it is submitted, shall be made by any person after the Bid has been submitted by the Bidder.

**2.03 BID SIGNATURES:** Each Bidder shall sign their Bid using their usual signature and giving their full business address. Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative. Bids by corporations shall be signed with the name of the corporation followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation. The names of all persons signing should also be typed or printed below the signature. A Bid by a person who affixes to their signature the word "president" or "secretary", "agent", or other designation without disclosing their principal may be held to be the Bid of the individual signing. When requested by the City, satisfactory evidence of the authority of the person signing shall be furnished. No Bidder may submit more than one Bid. Two Bids under different names will not be accepted from one firm or association.

**2.04 BID SUBMISSION:** Pursuant to the "Invitation to Bidders", sealed Bids for performing the work shall be submitted through the e-Procurement portal at or before 12:00 pm local time on Monday, December 2, 2024.

Hard copy (paper) Bid Submissions are discouraged, but still may be delivered prior to Bid opening. Each hard copy Bid submitted shall be enclosed in a sealed envelope or wrapping, identified on the outside with the words "SEALED BID", and the name of the project, and shall be received by the Department of Public Works at City Hall, 401 North Morton Street, Atrium, Bloomington, Indiana, on the date and at the time provided above in 2.00 BIDS. Hard copy Bids that do not contain all of the required submission documents found on the procurement portal may be rejected by the Board.

**2.05 INDIANA LEGAL REQUIREMENTS:** Each bidder shall submit under oath with their Bid a statement of their experience, proposed plan for performing the work, equipment available to perform the work, and a financial statement. The statements shall be submitted on Questionnaire Form No. 96 of the Indiana State Board of Accounts. Each Bid shall be accompanied by a properly executed Non-Collusion Affidavit as required by the laws of the State of Indiana.

**2.06 BID GUARANTEE:** Each Bid shall be accompanied by a cashier's check or a certified check drawn on an acceptable bank, or an acceptable Bidder's bond in an amount of not less

than five percent (5%) of the total Bid. No personal and/or company checks will be accepted or the Bid shall be deemed unresponsive. The Bid guarantee shall be made payable without condition to the City of Bloomington, Indiana, hereinafter referred to as "City", and the amount of said Bid Guarantee may be retained by and forfeited to the City as liquidated damages if the Bid covered thereby is accepted and a contract based thereon is awarded and the Bidder should fail to enter into a contract in the form prescribed, with legally responsible sureties, within fifteen (15) days after such award is made and confirmed by the City.

**2.07 RETURN OF BID GUARANTEE:** The Bid Guarantee deposit of each unsuccessful Bidder will be returned when their Bid is rejected. The Bid Guarantee deposit of the Bidder to whom the Contract is awarded will be returned when the successful Bidder executes a contract and files a satisfactory performance bond and payment bond. The Bid Guarantee deposit of the second and third lowest responsible Bidders may be retained for a period not to exceed ninety (90) days pending the execution of the Contract and bonds by the successful Bidder.

**2.08 WITHDRAWAL OF BID:** No Contractor may withdraw their Bid for a period of sixty (60) days after the date and hour set for the opening, and the Bidders submitting the three lowest Bids may not withdraw their Bid for a period of one hundred eighty (180) days after the opening date. A Bidder may withdraw their Bid at any time prior to the expiration of the Bid period during which Bids may be submitted by a written request signed in the same manner and by the same person who signed the Bid.

**2.09 ACCEPTANCE AND REJECTION OF BIDS:** The City reserves the right to accept the Bid submitted by the lowest responsible and responsive Bidder; to reject any or all Bids; and to waive irregularities or informalities in any Bid. Bids received after the specified time of closing will be returned unopened. The acceptance of a Bid shall bind the successful Bidder to execute the Contract and to be responsible for liquidated damages as provided in Section 4.00 below and in section 13.00 of the General Conditions.

### 3.00 QUALIFICATION OF BIDDERS

Bidders shall submit satisfactory evidence that they have a practical knowledge of the particular work bid upon, and that they have the necessary financial resources to complete the proposed work. Each Bidder shall execute completely and accurately 'Questionnaire Form No. 96' of the Indiana State Board of Accounts and the 'Request for taxpayer identification number and certification' form of the City of Bloomington and shall file the same with their Bid. The information contained therein shall be used by the City to determine the ability, experience, and capital resources of the Bidder. In determining the Bidder's qualifications, the following factors will be considered: whether the Bidder (a) maintains a permanent place of business; (b) has adequate plant and equipment to do the work properly and expeditiously; (c) has the necessary financial resources to meet all obligations incident to the work; (d) has appropriate technical experience; and (e) can be added as an approved vendor to the City of Bloomington. Each Bidder may be required to show that previous work performed has been handled in such a manner that there are no just and proper claims pending against such work. No Bid will be accepted which is submitted

by a Bidder who is engaged in any work which would impair their ability to finance the work covered by such Bid or to provide suitable equipment for its proper prosecution and completion.

**3.01 PRE-QUALIFICATION OF CONTRACTORS:**

- a. For bids in excess of \$300,000 on Public Works projects that are not considered the construction, alteration, or repair of a highway, street, or alley, the Contractor shall be pre-qualified with the Indiana Public Works Certification Board prior to starting work.
- b. For Bids in excess of \$300,000 on Public Works projects that are for the construction, improvement, alteration, repair, or maintenance of a road, highway, street, or alley, the Contractor must be pre-qualified with the Indiana Department of Transportation in accordance with Indiana Code 8-23-10.

**4.00 EXECUTION OF CONTRACT**

Any Bidder whose Bid shall be accepted will be required to appear at the office of the City Engineer in person, or, if a firm or corporation, a duly authorized representative shall so appear, to execute the Contract within fifteen (15) days after notice that the Contract has been awarded to them. Failure or neglect to do so shall constitute a breach of the agreement effected by the acceptance of the Bid. The amount of the Bid Guarantee accompanying the Bid of such Bidder may be retained by the City as liquidated damages for such breach. In the event that any Bidder whose Bid shall be accepted shall fail or refuse to execute the Contract as hereinbefore provided, the Board of Public Works may at their option, determine that such Bidder has abandoned the Contract and thereupon their Bid and the acceptance thereof shall be null and void and the City shall be entitled to liquidated damages as provided herein.

**4.01 INSURANCE:** The Contractor will be required to carry insurance throughout the lifetime of the Contract, as provided in the General Conditions, the amount of insurance of the various types being not less than the amounts specified therein.

**4.02 PAYMENTS:** Payment for all work performed under the proposed contract will be made in cash, or its equivalent, by the City within sixty (60) days after completion and final acceptance of the work covered by the contract. Partial estimates will be issued and paid as provided in the General Conditions.

**4.03 TIME FOR BEGINNING AND COMPLETING THE WORK:** The Contractor shall start active and continuous work on the contract within fifteen (15) calendar days after the date of the notice to proceed. All work shall be completed within Sixty-days (60) calendar days after the date of the notice to proceed. Calendar and work days shall be as defined in the General Conditions of these documents.

**4.04 TAXES AND PERMITS:** Attention is directed to the requirements of the General Conditions regarding payments of taxes and obtaining permits. The Contractor shall be responsible for obtaining all necessary permits.

**4.05 WORKER'S COMPENSATION:** Before any work is started, the Contractor shall obtain from the Indiana State Industrial Board and file with the City, a certificate as evidence of

compliance with the provisions of the Indiana Worker's Compensation Act and the Indiana Worker's Occupational Diseases Act.

**4.06 PERFORMANCE BOND:** For all contracts in the amount of \$100,000.00 or more, the Bidder to whom a contract is awarded will be required to furnish a Performance Bond to the City in an amount equal to one hundred percent (100%) of the contract price. The bond shall be executed on the form included in the Contract Documents by a surety company authorized to do business in the State of Indiana and acceptable as surety to the City. Accompanying the bond shall be a "Power of Attorney" authorizing the attorney-in-fact to bind the surety company and certified to include the date of the bond. The surety on the Performance Bond cannot be released for one year, and the bond must require that the surety will not be discharged for:

modifications, omissions, or additions;

defects in the contract; or

defects in the Bidding or awarding process.

**4.07 PAYMENT BOND:** For all contracts in the amount of \$100,000.00 or more, the Bidder to whom a contract is awarded will be required to furnish a Payment Bond to the City in an amount equal to one hundred percent (100%) of the contract price. The bond shall be executed on the form included in the Contract Documents by a surety company authorized to do business in the State of Indiana and acceptable as surety to the City. Accompanying the bond shall be a "Power of Attorney" authorizing the attorney-in-fact to bind the surety company and certified to include the date of the bond. The surety on the Payment Bond cannot be released until one year after the Board's final settlement with the Contractor, and the bond is required to insure payment of subcontractors, laborers, material suppliers, and persons furnishing services. The bond must provide the same assurances as does the Performance Bond against conditions discharging the surety.

**4.08 LOCAL MATERIALS:** Preference will be given, when requested, to materials, products, supplies, and all other articles produced, manufactured, made, or grown in the State of Indiana.

**4.09 NON-DISCRIMINATION IN EMPLOYMENT:** Each Bidder for Bids over \$10,000.00 shall submit and have approved by the City of Bloomington Contract Compliance Officer, Audrey Brittingham, their written Affirmative Action Plan. The city **strongly** suggests submitting Plans prior to the deadline for submission of Bids. Bidders who fail to submit acceptable plans before the execution of a contract are subject to disqualification. Each Bidder must insure that all employees and applicants for employment are not discriminated against because of race, religion, color, sex, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status. All the protected classes must be included in your Affirmative Action Plan for it to be acceptable. In addition to other requirements, your plan **MUST** include a workforce breakdown, an internal grievance procedure, a non-retaliation statement, designation of a person by name or position who is responsible for implementation of the Plan, applicability to both applicants and employees, recruitment of

minorities, equal access to training programs, and an explanation of your method of communicating the operations of your affirmative action plan to employees and prospective applicants. Audrey Brittingham, Contract Compliance Officer, may be contacted at (812) 349-3426, 8:00 a.m. to 5:00 p.m. Monday through Friday. The successful Bidder must comply with each section of its affirmative action plan and be prepared to comply in all respects with the contract provisions regarding non-discrimination.

**4.10 HARASSMENT POLICY:** Each Bidder is required to submit an affirmative action plan now must also submit a harassment plan. The harassment plan must, at minimum, include a definition of harassment, the name or title of the individual designated to receive and investigate complaints and a statement that the contractor will not retaliate against an employee for complaining about harassment. A model harassment policy is included for your convenience in Section IV of this bidding packet, which you may amend and adapt as your own.

**4.11 PERMITS:** Contractor is responsible for obtaining all permits.

## 05 PRICING TABLE

Bidder or Quoter acknowledges that each Unit Price includes an amount considered by Bidder or Quoter to be adequate to cover Contractor's overhead and profit for each separately identified item, and Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	CONSTRUCTION ENGINEERING	1	LS		
2	MOBILIZATION AND DEMOBILIZATION	1	LS		
3	CLEARING RIGHT OF WAY	1	LS		
4	CONCRETE SIDEWALK, 4 IN. ON 4 IN. COMPACTED AGGREGATE, NO. 53 BASE	281	SYS		
5	STAMPED COLORED CONCRETE SIDEWALK, 4 IN. ON 4 IN. COMPACTED AGGREGATE, NO. 53, BASE	502	SYS		
6	CONCRETE CURB	19	LFT		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
7	CONCRETE CURB AND PAVEMENT PATCH	11	LFT		
8	CONCRETE STEP	1	LS		
9	TREE GRATE, FRAME AND CURB, 60 IN. BY 60 IN., ADA, IRON, REMOVABLE CENTER EXPANSION RING	10	EACH		
10	TREE GRATE, FRAME AND CURB, 96 IN. BY 48 IN., ADA IRON, 30 IN. OPENEING	3	EACH		
11	REPLACE STOP SIGN (R-1) AND POST	1	EACH		
12	ADJUST CASTING TO GRADE	1	EACH		
13	MAINTAINING TRAFFIC	1	LS		
<b>TOTAL</b>					

## 07 GENERAL CONDITIONS FOR CONSTRUCTION, PUBLIC WORK PROJECTS

**1.00 DEFINITIONS.** The City, the Contractor, Director of Street Operations, and the Engineer are those mentioned as such in the Agreement. Throughout the Contract Documents, they are treated as if each were of the singular number and masculine gender. Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

### 01.01 ADDENDA

Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Agreement is executed.

### 01.02 AGREEMENT

The contractual agreement between the Contractor and the City.

### **01.03 APPLICATION FOR PAYMENT**

The document prepared by the Contractor, in a form acceptable to the Engineer, to request progress or final payments, including accompanying documentation required by the Contract Documents.

### **01.04 QUOTE**

The offer or proposal of the Quoter submitted on the prescribed form setting forth the prices for the Work to be performed.

### **01.05 BID**

The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

### **01.06 QUOTER**

Any person, firm, or corporation submitting a Quote for the Work.

### **01.07 BIDDER**

Any person, firm, or corporation submitting a Bid for the Work.

### **01.08 BOARD**

The City of Bloomington Board responsible for approving and awarding the contract for the requested work.

### **01.09 BONDS**

Bid, performance, and payment bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

### **01.10 CALENDAR DAY**

Every day shown on the calendar.

### **01.11 CHANGE ORDER**

A written order to the Contractor signed by the City authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

### **01.12 CITY**

The City of Bloomington is named and designated in the Agreement and Contract Documents as "City", acting through the designated Board and its authorized agents. All notices, letters, and other communication directed to the City shall be addressed and delivered to the Office of the City of Bloomington Department issuing this request, 401 North Morton St., Bloomington, Indiana, 47404.

### **01.13 CONTRACT**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Engineer, or designated Project Manager, and the Contractor, (2) between the City and a Subcontractor or Sub subcontractor, or (3) between any persons or entities other than the City and Contractor.

### **01.14 CONTRACT DOCUMENTS**

The Agreement, Addenda (whether issued prior to the opening of Bid or the execution of the Agreement), Change Orders issued by the City or Engineer, Invitation to Bidders, Instructions to Bidders, Proposal, Non-Collusion Affidavit, Questionnaire, Contractor's Bid, the Bonds, Employment Requirements and Wage Rates, Notification Procedures, General Equipment Stipulations, the Notice of Award, the Notice to Proceed, these General Conditions, the Special Conditions, the Specifications, Drawings, and Modifications.

### **01.15 CONTRACT PRICE**

The total amount payable to the Contractor under the Contract Documents.

### **01.16 CONTRACT TIME**

The number of days stated in the Agreement for the completion of the Work, computed as provided in these General Conditions; or by the date set forth in the Agreement.

### **01.17 CONTRACTOR**

The person, firm, or corporation with whom the City has executed the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative. The relationship of the Contractor to the City shall be that of an independent contractor.

### **01.18 DAY**

A calendar day of twenty-four hours measured from midnight to the next midnight.

### **01.19 DATE OF CONTRACT**

The date written in the first paragraph of the Contract Agreement.

### **01.20 DRAWINGS OR PLANS**

The graphic and pictorial portions of the Contract Documents, wherever located or whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

## 01.21 ENGINEER

When referred to throughout the Contract and Bid Documents the term “Engineer” refers to the **Director of Street Operations** or his/her designee

## 01.22 FIELD ORDER

A written order issued by the Engineer that requires minor changes in the Work but does not change the Contract Price or the Contract Times.

## 01.23 MODIFICATION

(a) A written amendment of the Contract Documents signed by both parties. (b) A Change Order. (c) A written clarification or interpretation issued by the Engineer. (d) A written order for a minor change or alteration in the Work issued by the Engineer. A Modification may be issued only after execution of the Agreement.

## 01.24 NOTICE OF AWARD

The written notice by City to a Bidder of City's acceptance of the Bid.

## 01.25 NOTICE TO PROCEED

A written notice given to the Contractor by the City (with a copy to the Engineer or Project Manager) fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform his or her obligations under the Contract Documents.

## 01.26 PROGRESS SCHEDULE

A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the contract times.

## 01.27 PROJECT

The total construction of which the Work performed under the Contract Documents may be the whole or a part, and which may include construction by the City or by separate contractors.

## 01.28 RESIDENT PROJECT REPRESENTATIVE

The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff.

## 01.29 RESPONSIBLE QUOTER

One who is fully capable of performing the contract requirements and who has the integrity and reliability to insure faithful performance.

## 01.30 RESPONSIBLE BIDDER

One who is fully capable of performing the contract requirements and who has the integrity and reliability to insure faithful performance.

### 01.31 RESPONSIVE QUOTER

One who has submitted a Quote conforming in all material respects to the Contract Documents.

### 01.32 RESPONSIVE BIDDER

One who has submitted a Bid conforming in all material respects to the Contract Documents.

### 01.33 SHOP DRAWINGS

All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work.

### 01.34 SPECIFICATIONS

Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work, and performance of related services.

### 01.35 SUBCONTRACTOR

An individual, firm, or corporation having a direct contact with the Contractor or with any other Subcontractor for the performance of a part of the Work to a special design at the site, but does not include a firm which merely furnishes material. All Subcontractors performing work having a value over \$10,000.00 must be approved prior to performing any work under this contract agreement. No compensation shall be paid for any work performed without prior approval.

### 01.36 SUBSTANTIAL COMPLETION

The date as determined by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such determination, the date of final completion and acceptance.

### 01.37 WORK

Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to, or undertaken by, the Contractor under the Contract Documents, including all labor, materials, equipment, and other incidentals, and the furnishing thereof.

### 01.38 WORK CHANGE DIRECTIVE

A written directive to Contractor issued on or after the Effective Date of the Contract, signed by City and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

### 01.39 MISCELLANEOUS DEFINITIONS

**1.39.1 As Ordered, As Directed, As Required, As Permitted, As Allowed.** The order, directions, requirement, permission, or allowance of the City or Engineer is intended only to the extent of judging compliance with the Contract Documents. The terms do not imply that the City or Engineer

has any authority or responsibility for supervision of the Contractor's forces or construction operations. Such supervision is the sole responsibility of the Contractor.

**1.39.2 Reasonable, Suitable, Acceptable, Proper, Satisfactory.** The terms reasonable, suitable, acceptable, proper, and satisfactory mean such to the City or Engineer and are intended only to the extent of judging compliance with the Contract Documents.

**1.39.3 Understood and Agreed.** Whenever in these Contract Documents the expression "it is understood and agreed" or an expression of like import is used, such expression means the mutual understanding and agreement of the parties executing the Contract Agreement.

## 02.00 EXECUTION OF AGREEMENT

**2.01 Execution of Agreement.** The Agreement and other Contract Documents will be executed as set forth in the Special Conditions.

**2.02 Delivery of Bonds and evidence of insurance.** When the executed Agreements are delivered to the City, the Contractor shall also deliver to the City such Bonds and evidence of insurance as he or she may be required to furnish in accordance with the Agreement.

**2.03 Copies of Documents.** The City, upon request from the Contractor, shall furnish to the Contractor the number of copies of the Contract Documents set forth in the Special Conditions or a minimum of one (1) set of complete documents.

**2.04 Contractor's Pre-Award Representations.** The Contractor represents that he or she has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he or she has correlated his or her study, observations and site visits with the requirements of the Contract Documents. The Contractor also represents that he or she has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he or she has correlated the results of all such data with the requirements of the Contract Documents.

**2.05 Commencement of Contract Time; Notice to Proceed.** Unless otherwise provided in the Special Conditions, the Contractor will be expected to start active and continuous work on the contract 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 unless this time is waived and mutually agreed upon and indicated on the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation shall 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 contract 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.

**2.06 Starting the Project.** The Engineer shall be notified at least three (3) days in advance of the date on which the work is expected to begin. Should the prosecution of the work for any reason be discontinued, the Engineer shall be notified at least twenty-four (24) hours in advance of resuming operations.

**2.07 Before Starting Construction.** Before undertaking each part of the Work, the Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The Contractor shall at once report in writing to the Engineer any conflict, error, or discrepancy which he or she may discover. However, he or she shall not be liable to the City or Engineer for his or her failure to discover any conflict, error, or discrepancy in the Drawings or Specifications.

**2.08 Submission of Schedules.** Within ten (10) days after delivery of the executed Agreement by the City to the Contractor, the Contractor shall submit to the Director of Street Operations for review, an estimated progress schedule that shall indicate the starting, and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions and other specified schedules. The schedule must include all possible overlapping work that can be accomplished should one action or function not be available or accessible to the contractor in order to show that the Contractors interrelated activities that will control the work path to complete the project within the time limits set forth for the project. Contracts with fewer than sixty (60) calendar days completion time, fewer than thirty-five (35) work days, or fewer than sixty (60) days between the date of the notice to proceed and the completion date do not need to submit a progress schedule. The progress schedule may be used as a basis for establishing major construction operations and as a check on the progress of the work. The Engineer shall be notified at least three (3) days in advance of the date on which the work is expected to begin. Sufficient materials, equipment, labor shall be provided by the Contractor to meet the progress schedule (if required) and to guarantee the completion of the project in accordance with the plans and specifications.

### 03.00 CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS

It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the City and the Contractor. They may be altered only by a Modification.

The Contract Documents are complementary. What is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error, or discrepancy in the Contract Documents, the Contractor shall call it to the Engineer's attention in writing at once. Before proceeding with the Work affected thereby, the Contractor shall not be liable to the City or Engineer for their failure to discover any conflict, error or discrepancy in the Specifications or Drawings. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

In case of discrepancy, and subject to the terms of the **Agreement** between City and Contractor, calculated dimensions will govern over scaled dimensions; plans will govern over specifications; special conditions will govern over the plans and specifications. The instructions to Bidders and the

description of the pay items listed in the itemized proposal will govern over plans, specifications, and special conditions. The precedence outlined herein shall not absolve the Contractor of their responsibility with regard to errors and omissions, or from the Contractors requirement to follow all IOSHA, OSHA, any local safety ordinances, and general good construction practices.

Advantage shall not be taken of any apparent error or omission in the plans or specifications. In the event such an error or omission is discovered, the Engineer shall be notified immediately in writing. Such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications will then be made.

#### 04.00 AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

**4.01 Availability of Lands.** The City shall furnish, as indicated in the Contract Documents and not later than the date of the Notice to Proceed (NTP), the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for use by the Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the City, unless otherwise specified in the Contract Documents. If the Contractor believes that any delay in the City's furnishing these lands or easements entitles the Contractor to an extension of the Contract Time, the Contractor may make a claim therefore as provided in these General Conditions

**4.02 Physical Conditions; Surveys and Reports.** Refer to **Instructions to Bidder**. For identification of those surveys and investigation reports of subsurface and latent physical conditions at the Project site or otherwise affecting performance of the Work which have been relied upon by the Engineer in preparation of the Drawings and Specifications, refer to **Special Conditions**.

**4.03 Unforeseen Physical Conditions.** The Contractor shall promptly notify the City and Engineer in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. The Engineer will promptly investigate those conditions and advise the City in writing if further surveys or subsurface tests are necessary. Promptly thereafter, the City shall obtain the necessary additional surveys and tests and furnish copies to the Engineer and Contractor. If the Engineer finds that the results of such surveys or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by the Contractor, a Change Order shall be issued incorporating the necessary revisions.

**4.04 Reference Points.** The City shall provide engineering surveys for construction to establish reference points which in the City's judgment are necessary to enable the Contractor to proceed with the Work. The Contractor shall be responsible for surveying and laying out the Work (unless otherwise provided in the Special Conditions), and shall protect and preserve the established reference points and shall make no changes or reallocations without the prior written approval of the City. The Contractor shall report to the Engineer whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. The Contractor shall replace and accurately relocate all reference points so lost, destroyed or moved at the Contractor's expense.

## 05.00 BONDS AND INSURANCE

**5.01 Performance, Payment and Other Bonds.** When Contractor delivers the executed counterparts of the **Agreement** to City, the Contractor shall furnish a Performance Bond, Payment Bond, and other Bonds specified in **Agreement** as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. The Performance Bond shall be in an amount at least equal to *100%* of the Contract Price, unless otherwise listed in **Supplementary Conditions**. The Payment Bond shall also be in an amount at least equal to *100%* of the Contract Price, unless otherwise listed in **SUPPLEMENTARY CONDITIONS**. Bonds shall be executed on the proper forms included in the Contract Documents and with such sureties as are licensed to conduct business in the state of Indiana and are named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. The surety shall have an "A" minimum rating of performance and a financial rating strength of five times the Contract Price, all as stated in "Best's Key Rating Guide, Property-Liability". Each Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the Bond.

**5.02 Termination of Surety.** If the surety on any Bond furnished by the Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated or revoked in any state where any part of the Project is located, the Contractor shall within five (5) days thereafter substitute another Bond and surety, both of which shall be acceptable to the City.

**5.03 Contractor's Liability Insurance.** The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims under worker's compensation laws, disability benefit laws, or similar employee benefit laws, from claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees, and claims insured by personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than his or her employees including claims insured by personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom - any or all of which may arise out of or result from the Contractor's operations under the Contract Documents, whether such operations be by himself or herself or by any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall include the specific coverage's and be written for not less than any limits of liability and maximum deductibles specified in the Supplementary Conditions or required by law, whichever is greater, shall include contractual liability insurance and shall include the City and Engineer as additional insured parties. Before starting the Work, the Contractor shall file with the City and Engineer certificates of such insurance, acceptable to the City; these certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least fifteen (15) days prior written notice has been given to the City and Engineer.

## 06.00 CONTRACTOR'S RESPONSIBILITIES

**6.01 Supervision and Superintendence.** The Contractor shall supervise and direct the Work efficiently and with the Contractor's best skill and attention. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but

the Contractor shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

**6.02 Resident Superintendent.** The Contractor shall keep on the Work site at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to the City and Engineer. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

**6.03 Labor, Materials and Equipment.** The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the Work.

All materials and equipment shall be new, except as otherwise provided in the Contract Documents. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the contract Documents.

The Contractor shall be fully responsible for all acts and omissions of the Contractor's Subcontractors and of persons and organizations directly or indirectly employed by them, and of persons and organizations for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by the Contractor. Nothing in the Contract Documents shall create any contractual relationship between the City or Engineer and any Subcontractor or other person or organization having a direct contact with the Contractor, nor shall it create any obligation on the part of the City or Engineer to pay or to see to the payment of any monies due any Subcontractor or any other person or organization, except as may otherwise be required by law. The City or Engineer may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done in accordance with the schedule of values.

The divisions and sections of the Specifications and the identification of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

The Contractor agrees to bind specifically every Subcontractor to the specific terms and conditions of the Contract Documents for the benefit of the City.

All Work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance, except such rights as they may have to the proceeds of such

insurance. The Contractor shall pay each Subcontractor a just share of any insurance monies received by the Contractor.

**6.04 Patent Fees and Royalties.** The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of the City or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the City in the Contract Documents. The Contractor shall indemnify and hold harmless the City and Engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

**6.05 Permits.** The Contractor shall obtain and pay for all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his/her Bid. The City shall assist the Contractor, when necessary, in obtaining such permits and licenses. The Contractor shall also pay all public utility charges necessary for the meter/service connections to place installed devices into working order and placing said service accounts in the name of the City of Bloomington, or their assigned designee.

**6.06 Laws and Regulations.** The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the Specifications or Drawings are in conflict therewith, the Contractor shall give the Engineer prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, the Contractor shall bear all costs arising there from; however, it shall not be the Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

**6.07 Taxes.** The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by the Contractor in accordance with the law of the place where the work is to be performed. The City is exempt from sales tax on products permanently incorporated into the work. The Contractor may obtain sales tax exemption for such materials, products, and equipment and may obtain an Indiana General Sales Tax Exemption Certificate from the City.

**6.08 Use of Premises.** The Contractor shall confine their equipment, the storage of materials and equipment and the operations of the Contractor's workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment. No assumptions of allowable traffic closures shall be made by the Contractor unless specifically called for in a "Maintenance of Traffic" plan should one exist. All roadway and lane closures must be approved by the Engineer prior to implementing the

closure and a 'Notice of Intent' to close a lane or roadway must be delivered in writing to the Engineer by the Wednesday preceding the week of the desired closure date or time so proper notification can be given to the required personnel.

The Contractor shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall the Contractor subject any part of the Work to stresses or pressures that will endanger it.

**6.09 Record Drawings.** The Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to the Engineer for the City upon completion of the Project and prior to final payment.

**6.10 Safety and Protection.** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to: all employees on the Work and other persons who may be affected thereby. This includes ensuring the safety of pedestrians, bicyclist, and motorists who are allowed to access the site during the project. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall notify owners of adjacent utilities when prosecution of the Work may affect them. All damage, injury or loss to any property caused directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor: except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of the City or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor. The Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and the Engineer has issued a notice to the City and Contractor in accordance with Supplementary Conditions that the Work is acceptable.

**6.11 Superintendent of Safety.** The Contractor shall designate a responsible member of his or her organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the City. The Superintendent of Safety shall be responsible for the maintenance of traffic control devices and personnel in accordance with the Manual on Uniform Traffic Control Devices (M.U.T.C.D.) for work zone safety. Weekly "Sign and Barricade Reports" are to be submitted by the Superintendent of Safety.

**6.12 Emergencies.** In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the

Director of Street Operations or City, is obligated to act, at the Contractor's discretion, to prevent threatened damage, injury or loss. The Contractor shall give the Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If the Contractor believes that additional work done by the Contractor in an emergency which arose from causes beyond the Contractor's control entitles the Contractor to an increase in the Contract Price or an extension of the Contract Time, the Contractor may make a claim therefore.

**6.13 Indemnification.** The Contractor shall indemnify and hold harmless the City and Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense: is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the City or Engineer or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them 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 the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts. The indemnification obligations of the Contractor shall not extend to the liability of the Engineer, the Engineer's agents or employees arising out of: the preparation of maps, drawings, opinions, reports, surveys, Change Orders, designs, or specifications or the giving of or the failure to give directions or instructions by the Engineer, his or her agents or employees, provided such giving or failure to give is the primary cause of injury or damage.

## 07.00 WORK BY OTHERS

The City may perform additional work related to the Project by its own forces, or the City may let other direct contracts therefore which shall contain General Conditions similar to these. The Contractor shall afford the other contractors who are parties to such direct contracts (or the City, if the City is performing the additional work) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate the Contractor's Work with theirs.

If any part of the Contractor's Work depends for proper execution or results upon the work of any such other contractor (or City), the Contractor shall inspect and promptly report to the Engineer in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. The Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for the relationship of his or her work except as to defects and deficiencies which may appear in the other work after the execution of his or her Work.

The Contractor shall do all cutting, fitting, and patching of his or her Work that may be required to make its several parts come together properly and fit it to receive or be received by such other

work. The Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and of the other contractors whose work will be affected.

If the performance of additional work by other contractors or the City is not noted in the Contract Documents prior to the execution of the contract, written notice thereof shall be given to the Contractor prior to starting any additional work. If the Contractor believes that the performance of any such additional work by the City or others involves him or her in additional expense or entitles him or her to an extension of the Contract Time, he or she may make a claim therefore.

## 08.00 CITY'S RESPONSIBILITIES

The City shall issue all communications to the Contractor through the Engineer or Project Manager.

In case of termination of the employment of the Engineer, the City shall appoint an engineer against whom the Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer. Any dispute in connection with such an appointment shall be subject to arbitration.

The City shall furnish the data required of the City under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due.

In addition to the City's rights to request changes in the Work, the City shall be obligated to execute Change Orders.

## 09.00 ENGINEER'S STATUS DURING CONSTRUCTION

**9.01 City's Representative.** The Engineer will be the City's representative during the construction period. The duties and responsibilities and the limitations of authority of the Engineer as the City's representative during construction are set forth in these General Conditions and shall not be extended without the written consent of the City and the Engineer.

**9.02 Clarifications and Interpretations.** The Engineer will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he or she may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him or her to an increase in the Contract Price, he or she may make a claim therefore.

**9.03 Rejecting Defective Work.** The Engineer will have authority to reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Specifications, or has been damaged prior to the Engineer's recommendation of final payment). The Engineer will also have authority to require special inspection or special testing of the Work whether or not the Work is fabricated, installed or completed.

**9.04 Decisions on Disagreements.** The Engineer will be the interpreter of the requirements of the Contract Documents and the judge of the performance hereunder. In the Engineer's capacity as

interpreter and judge he/she will exercise his/her best efforts to insure faithful performance by both City and Contractor. He or she will not show partiality to either and will not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes, and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred to the Engineer for decision, which he or she will render in writing within a reasonable time.

**9.05 Arbitration.** Either the City or the Contractor may demand arbitration with respect to any such claim, dispute, or other matter that has been referred to the Engineer, except any which have been waived by the making or acceptance of final payment, such arbitration to be in accordance with these General Conditions. However, no demand for arbitration of any such claim, dispute, or other matter shall be made until the earlier of (a) the date on which the Engineer has rendered his or her decision or (b) the tenth (10<sup>th</sup>) day after the parties have presented their evidence to the Engineer if he or she has not rendered his or her written decision before that date. No demand for arbitration shall be made later than thirty (30) days after the date on which the Engineer rendered his or her written decision in respect to the claim, dispute or other matter as to which arbitration is sought; and the failure to demand arbitration within said thirty (30) day period shall result in the Engineer's decision being final and binding upon the City and the Contractor. If the Engineer renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but shall not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned.

**9.06 Limitations on the Engineer's Responsibilities.** Neither the Engineer's authority to act under this article or elsewhere in the Contract Documents nor any decision made by him or her in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any material, manufacturer, fabricator, supplier or any of their agents or employees or any other person performing any of the Work.

The Engineer will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, and he or she will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents.

The Engineer will not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of their agents or employees or any other persons at the site or otherwise performing any of the Work.

## 10.00 CHANGES IN THE WORK

Without invalidating the Agreement, the City may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders and initiated through a Field Order or Work Change Directive from the Engineer or City. Upon receipt of a Change Order, the Contractor shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in these General Conditions on the basis of a claim made by either party.

The Engineer may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order or Work Change Directives. If the Contractor believes that any minor change or alteration authorized by the Engineer entitles him or her to an increase in the Contract Price, he or she may make a claim therefore.

Additional work performed by the Contractor without authorization of a Change Order will not entitle him or her to an increase in the Contract Price or an extension of the Contract Time, except as otherwise provided herein.

The City shall execute appropriate Change Orders prepared by the Engineer covering changes in the Work to be performed as provided herein and any other claim of the Contractor for a change in the Contract Time or the Contract Price which is confirmed by the Engineer.

It is the Contractor's responsibility to notify his or her Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly.

## **11.00 CHANGE OF CONTRACT PRICE**

The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his or her expense without change in the Contract Price.

The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to the City and Engineer within twenty (20) days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless the Engineer allows an additional period of time to ascertain accurate cost data. All claims for adjustments in the Contract Price shall be determined by the Engineer if the City and the Contractor cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order. All changes requested by the Engineer or City must be submitted to the Contractor in the form of a Field Order, at which time, the contractor shall provide in return a request for a change order with the prices for said requested work detailed by item and quantity for the Engineer and City to review for acceptance and so they can issue a Change Order for the approved work.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

By mutual acceptance of a lump sum.

On the basis of the Cost of the Work plus a Contractor's Fee for overhead and profit (determined in accordance with the following paragraphs).

**11.01 Cost of the Work.** The term “Cost of the Work” means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the City, such costs shall be in amounts no higher than those prevailing in the locality of the Project, and shall include only the following items:

Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications set forth in the Wage Scale Determination. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker’s compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and forepersons at the site. The expenses of performing Work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by the City.

The cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers’ field services required in connection therewith. All cash discounts shall accrue to the Contractor unless the City deposits funds with the Contractor with which to make payments, in which case the cash discounts shall accrue to the City. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to the City, and the Contractor shall make provisions so that they may be obtained.

Payments made by the Contractor to the Subcontractors for Work performed by the Subcontractors. If required by the City, the Contractor shall obtain competitive bids from Subcontractors acceptable to him or her and shall deliver such bids to the City, who will then determine with the advice of the Engineer which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor’s Cost of the Work shall be determined in the same manner as the Contractor’s Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers, and accountants) employed for services specifically related to the Work.

**11.02 Supplemental Costs** include the following:

The proportion of necessary transportation, traveling, and subsistence expenses of the Contractor’s employees incurred in discharge of duties connected with the Work.

The cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of the Contractor.

Rentals of all construction equipment and machinery and the parts thereof whether rented from the Contractor or others in accordance with the rental agreements approved by the City with the advice of the Engineer, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

Sales, use, or similar taxes related to the Work, and for which the Contractor is liable, imposed by any governmental authority.

Deposits lost for causes other than the Contractor's negligence, royalty payments, and fees for permits and licenses.

Losses, damages, and expenses, not compensated by insurance or otherwise, sustained by the Contractor in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of the City. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining the Contractor's fee. If, however, any such loss or damage requires reconstruction and the Contractor is placed in charge thereof, he or she shall be paid for his or her services a fee proportionate to that stated under Contractor's Fee.

The cost of utilities, fuel, and sanitary facilities at the site.

Minor expenses such as telegrams, long-distance phone calls, telephone service at the site, expressage, and similar petty cash items in connection with the Work.

The cost of premiums for additional bonds and insurance required because of changes in the Work.

**11.03** The term "**Cost of the Work**" shall *not* include any of the following:

Payroll costs and other compensation of the Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by the Contractor, whether at the site or in his or her principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications - all of which are to be considered administrative costs covered by the Contractor's Fee.

Expenses of the Contractor's principal and branch offices other than his or her office at the site.

Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work and charges against the Contractor for delinquent payments.

Cost of premiums for all bonds and for all insurance policies whether or not the Contractor is required by the Contract Documents to purchase and maintain the same (except as otherwise provided above).

Costs due to the negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

Other overhead or general expense costs of any kind not specifically and expressly included in the Cost of the Work.

**11.04 Contractor's Fee.** The Contractor's Fee which includes his or her overhead and profit shall be determined as follows:

A mutually acceptable fee; or, if none can be agreed upon,

A fee based on the following percentages of the various portions of the Cost of the Work:

for payroll costs and the cost of all materials and equipment included in the Work, the Contractor's Profit shall be ten percent (10%).

for payments to Subcontractors, the Contractor's Profit shall be five percent (5%); and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten percent (10%), and

no fee shall be payable on the basis of costs of special consultants or supplemental costs.

**11.05 Credit.** The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any. Whenever the cost of any Work is to be determined pursuant to preceding paragraphs, the Contractor will submit in form prescribed by the Engineer an itemized cost breakdown together with supporting data.

**11.06 Unit Price Work.** Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the approximate quantity of each item as indicated in the Agreement.

The approximated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon City and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order.

## 12.00 CHANGE OF CONTRACT TIME

The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to the City and Engineer within twenty (20) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless the Engineer allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by the Engineer if the City and the Contractor cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order. Computation of Contract time shall be in accordance with the contract agreement and not that of the Indiana Department of Transportation (INDOT).

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if the Contractor makes a claim therefore as provided in the preceding paragraph. A claim for an extension of the Contract Time otherwise allowable under the Contract Documents, shall be granted only to the extent the time lost exceeds the float, using Critical Path analysis as called for in Section 2.08 above, for a delayed activity at the time of the event giving rise to the Claim. Float, whether expressly disclosed or implied in any manner, is jointly owned by the project participants. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by the City, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

All time limits stated in the Contract Documents are of the essence of the Agreement. The Contractor agrees to make no monetary claim for delays, interferences or hindrances of any kind in the performance of this Contract occasioned by any act or omission to act of the City or any other party, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work where analysis shows such an extension of time is warranted.

## 13.00 LIQUIDATED DAMAGES

Liquidated damages shall be paid to the City in accordance with the Agreement. If no provision is made in the Agreement, liquidated damages shall be paid as follows:

In the event the Contractor fails to satisfactorily complete the entire Work contemplated and provided for under this contract on or before the date of completion as determined and described elsewhere herein, the City shall deduct from the amount due the Contractor the sum of Five Hundred Dollars (\$500.00) for each calendar day of delay, which sum is agreed upon not as a penalty, but as a fixed and liquidated damage for each day of such delay, to be paid in full and subject to no deduction, it being understood and agreed that timely completion is of the essence. If

the monies due the Contractor are less than the amount of such liquidated damages, then the Contractor or the Contractor's surety shall pay the balance to the City.

## **14.00 WARRANTY AND GUARANTEE: TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

**14.01 Warranty and Guarantee.** The Contractor warrants and guarantees to the City and Engineer that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and of any inspections, tests or approvals referred to in the Tests and Inspection paragraph. All unsatisfactory Work, all faulty or defective Work, and all Work not conforming to the requirements of the Contract Documents at the time of acceptance thereof or of such inspections, tests, or approvals, shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected, corrected, or accepted as provided herein.

**14.02 Tests and Inspections.** If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by some public body, the Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish the Engineer the required certificates of inspection, testing, or approval. All other inspections, tests, or approvals required by the Contract Documents shall be performed by organizations acceptable to the City and the Contractor and the costs thereof shall be borne by the City unless otherwise specified.

The Contractor shall give the Engineer timely notice of readiness of the Work for all inspections, tests or approvals. If any such Work required so to be inspected, tested or approved is covered without written concurrence of the Engineer, it must, if requested by the Engineer, be uncovered for observation, and such uncovering shall be at the Contractor's expense unless the Contractor has given the Engineer timely notice of his or her intention to cover such Work and the Engineer has not acted with reasonable promptness in response to such notice. This timeframe of notification shall be no less than two (2) hours, and occur during normal working hours of the City of Bloomington (Monday through Friday – 8:00AM to 5:00PM local time). Requests for inspection during all other hours shall receive forty-eight (48) hours' notice.

Neither observations by the Engineer nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his or her obligations to perform the Work in accordance with the Contract Documents.

**14.03 Access to Work.** City, Engineer, their consultants and other representatives and personnel of City, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

**14.04 Uncovering Work.** If any Work is covered contrary to the written request of the Engineer, it must, if requested by the Engineer, be uncovered by the Contractor for the Engineer's observation and replaced at the Contractor's expense.

If any Work has been covered which the Engineer has not specifically requested to observe prior to its being covered, or if the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he or she makes a claim therefore.

**14.05 City May Stop the Work.** If the Work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payment to Subcontractors or for labor, materials or equipment, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other party.

**14.06 Correction or Removal of Defective Work.** If required by the Engineer prior to his or her recommendation of final payment, the Contractor shall promptly, without cost to the City and as specified by the Engineer, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Engineer, remove it from the site and replace it with non-defective Work. If the Contractor does not correct such defective Work within a reasonable time, all as specified in a written notice from the Engineer, the City may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor, and an appropriate deductive Change Order shall be issued. The Contractor shall also bear the expenses of making good all Work of others destroyed or damaged by his or her correction, removal or replacement of his or her defective Work.

**14.07 Correction Period.** If, after final payment and prior to the expiration of one year after the date of Substantial Completion (unless a longer period is set forth in the Supplementary Conditions) or such longer period as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instructions, either correct such defective Work or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, the City may have the defective Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

**14.08 Acceptance of Defective Work.** If, instead of requiring correction or removal and replacement of defective Work, the City (and, prior to final payment, the Engineer) prefers to accept it, he or she may do so. In such case, if acceptance occurs prior to final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after final payment, an appropriate amount shall be paid by the Contractor to the City.

**14.09 Neglected Work by the Contractor.** If the Contractor should fail to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the City, after seven (7) days written notice to the Contractor may, without prejudice to any other remedy the City may have, make good such deficiencies and the cost thereof (including compensation for additional professional services) shall be charged against the Contractor if the Engineer agrees with such action, in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City.

## 15.00 PAYMENTS AND COMPLETION

**15.01 Application for Progress Payment.** The Contractor may, no more frequently than every thirty (30) days make an estimate of the value of the Work completed, and submit an Application for Payment. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 11.06. The estimated cost of repairing, replacing, or rebuilding any part of the Work or replacing materials which do not conform to the Contract Documents will be deducted from the estimated value. The Application for Payment shall be submitted to the Engineer for review and approval.

**15.01.01** At least twenty (20) days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

**15.01.02** If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation *establishing full payment by Contractor for the materials and equipment*; (b) at City's request, documentation warranting that City has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect City's interest therein, all of which must be satisfactory to City.

**15.01.03** Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

**15.01.04** The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

**15.02 Contractor's Warranty of Title.** The Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to the City at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

**15.03 Review of Application for Payment.** The Contractor shall furnish to the Engineer such detailed information as the Contractor may request to aid in the review and approval of such Estimates. The Engineer will, within five (5) working days after receipt of each Application for Payment, either recommend payment and present the Application to the City, or return the Application to the Contractor indicating in writing their reasons for refusing to recommend payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application. The City will pay to the Contractor within forty-five (45) days after receipt of Application, if applicable. For contracts in excess of \$100,000 and for which Contractor requested progressive payments on its Bid Form, the City shall require that a retainage amount for five percent (5%) of the dollar value of all work satisfactorily completed be held 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. Upon substantial completion of the work, any amount retained may be paid to the Contractor. Retainage held by the Board will not be paid any interest. When the work has been substantially completed except for the work which cannot be completed due to weather conditions, lack of materials or other reasons which in the judgment of the City are valid reasons for non-completion, the City may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed. Such Applications for Payment are processed on a regular biweekly schedule, which will be provided to the Contractor.

**15.04 Final Inspection.** When the Work has been substantially completed and at a time mutually agreeable to the City, Engineer or Director of Street Operations and Contractor, the parties and Contractor shall make a final walk-through inspection of the Work. The Engineer/Director of Street Operations shall report to the City his or her findings as to the acceptability and completeness of the Work.

**15.05 Application for Final Payment.** Upon written notice from the Engineer that Work is completed and acceptable the Contractor shall make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all other documentation called for in the Contract Documents and such other data and schedules as the Engineer may reasonably require.

**15.06 Final Payment.** If, on the basis of the Engineer's observation and review of the Work during construction, Engineer's final inspection and Engineer's review of the final Application for Payment, all as required by the Contract Documents, the Engineer is satisfied that the Work has been completed and the Contractor has fulfilled all of Contractor obligations under the Contract Documents, the Engineer will, within ten (10) days after receipt of the final Application for Payment, present the Application to the City for Payment. Thereupon the Engineer will give written

notice to the Contractor that the Work is acceptable subject to the provisions of the paragraph regarding waiver of claims. Otherwise, the Engineer will return the Application to the Contractor, indicating in writing his/her reasons for refusing to recommend final payment, in which case the Contractor shall make the necessary corrections and resubmit the Application. The City shall, within forty-five (45) days of presentation to the City of the final Application for Payment, pay the Contractor the entire sum found to be due after deducting all amounts to be retained under any provision of the Contract Documents.

**15.07 Contractor's Continuing Obligation.** The Contractor's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by the City to the Contractor under the Contract Documents, nor any use or occupancy of the Project or any part thereof by the City, nor any act of acceptance by the City nor any failure to do so, nor any correction of defective Work by the City shall constitute an acceptance of Work not in accordance with the Contract Documents.

**15.08 Waiver of Claims.** The making and acceptance of final payment shall constitute:

a waiver of all claims by the City against the Contractor other than those arising from unsettled Liens, from defective Work appearing after final inspection or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein, and a waiver of all claims by the Contractor against the City other than those previously made in writing and still unsettled.

## 16.00 SUSPENSION OF WORK AND TERMINATION

**16.01 City May Suspend Work.** The City may, at any time and without cause, suspend the Work or any portion thereof for a period of ninety (90) days by notice in writing to the Contractor, which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he or she makes a claim therefore as provided in these General Conditions.

**16.02 City May Terminate.** If the Contractor is adjudged a bankrupt or insolvent, or if he or she makes a general assignment for the benefit of his or her creditors, or if a trustee or receiver is appointed for the Contractor or for any of his or her property, or if he or she files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he or she repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he or she repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he or she disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he or she disregards the authority of the Engineer, or if he or she otherwise violates any provision of the Contract Documents, then the City may, without prejudice to any other right or remedy and after giving the Contractor and his or her Surety seven (7) days' written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he or she may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If

the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excesses shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City. Such costs incurred by the City shall be incorporated in a Change Order.

Where the Contractor's services have been so terminated by the City, said termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the City due the Contractor will not release the Contractor from liability.

Upon seven (7) days' written notice to the Contractor, the City may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus a reasonable profit.

**16.03 Contractor May Stop Work or Terminate.** If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the City or under an order of court or other public authority, or the Engineer fails to act on any Application for Payment within thirty (30) days after it is submitted, or the City fails to pay the Contractor any sum recommended by the Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, upon seven (7) days' written notice to the City and Engineer, terminate the Agreement and recover from the City payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if the Engineer has failed to act on an Application for Payment or the City has failed to make any payment as aforesaid, the Contractor may upon seven (7) days' notice to the City and Engineer stop the Work until he or she has been paid all amounts then due.

## 17.00 ARBITRATION

**17.01** As a condition precedent to the commencement of judicial action for resolution of Claims, disputes, and other matters in question arising out of, or relating to, the Agreement, including any disagreement with Engineer's decisions, either City or Contractor shall file a written demand for arbitration of the dispute with the other party.

**17.02** No demand for arbitration of any Claim, dispute, or other matter that is required to be referred to Engineer initially for decision in accordance with Paragraph 10.00, 11.00 and 12.00 of the General Conditions may be made until the earlier of (a) the date on which Engineer has rendered a written decision or (b) thirty (30) days after the parties have presented their evidence to Engineer if a written decision has not been rendered by Engineer before that date. No demand for arbitration of any such Claim, dispute, or other matter may be made later than thirty (30) days after the date on which Engineer has rendered a written decision in respect thereof; and the failure to demand arbitration within said thirty (30) day period shall result in Engineer's decision being final and binding upon City and Contractor. If Engineer renders a decision after arbitration or judicial proceedings have been initiated, such decision may be entered as evidence but will not supersede such proceedings, except where the decision is acceptable to the parties concerned.

**17.03** In all other cases, the demand for arbitration shall be made within a reasonable time after the Claim, dispute, or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such Claim, dispute, or other matter in question would be barred by the applicable statute of limitations.

**17.04** If the party upon whom the demand for arbitration is made rejects arbitration, or fails to give a written response within thirty (30) days after receiving the demand, the other party may commence judicial action on the merits of the dispute. If the party upon whom the demand for arbitration is made accepts arbitration, the other party may commence arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining. The agreement to arbitrate entered into in accordance herewith will be specifically enforceable under the prevailing law of any court having jurisdiction.

**17.05** If a Claim, dispute, or other matter in question between City and Contractor involves the work of a Subcontractor, either City or Contractor may join such Subcontractor as a party to the arbitration between City and Contractor. Contractor shall include in all subcontracts a specific provision whereby the Subcontractor consents to being joined in an arbitration between City and Contractor involving the Work of such Subcontractor. Nothing in this paragraph nor in the provision of such subcontract consenting to joinder shall create any Claim, right, or cause of action in favor of Subcontractor and against City, Engineer, or Engineer's Consultants that does not otherwise exist.

**17.06** The award rendered by the arbitrators will be final, and judgment may be entered upon it in any court having jurisdiction.

## **18.00 ENVIRONMENTAL REQUIREMENTS**

The Contractor, when constructing a project involving trenching and/or other related earth excavation, shall comply with the following environmental constraints and be required to install appropriate erosion control devices as determined by the City of Bloomington, which may include, but not be limited to the placement of inlet protection, silt fencing, check dams, temporary seeding and/or mulching. All costs for this work shall be included in the cost of the base Bid with work performed by the contractor to ensure that all erosion is contained on site.

**18.01 Wetlands.** The Contractor, when disposing of excess, spoil, or other related earth construction materials on public or private property, shall not fill in or otherwise convert wetlands.

**18.02 Floodplains.** The Contractor, when disposing of excess, spoil, or other related earth construction materials on public or private property, shall not fill in or otherwise convert 100-year floodplain areas delineated on the latest FEMA Floodplain Maps.

**18.03 Historic Preservation.** Any excavation by the Contractor that uncovers an historical or archaeological artifact shall be immediately reported to the City Engineer's Office. Construction shall be temporarily halted pending the notification process and further directions issued by the City after consultation with the State Historic Preservation Office (SHPO).

**18.04 Endangered Species.** The Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species or their critical habitat be brought to the attention of the contractor, the contractor shall immediately report this evidence

to the City Engineer. Construction shall be temporarily halted pending the notification process and further directions issued by the City after consultation with the U.S. Fish and Wildlife Service.

**18.05 Rule 5 Permit.** The Contractor shall comply with all applicable requirements of the Rule 5 Permit for erosion control utilizing applicable Best Management Practices (B.M.P.'s) prior to the commencement of work.

## 19.00 MISCELLANEOUS

**19.01 Giving Notice.** Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to be validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by first class, registered or certified mail, postage prepaid, to the business address provided on the Contractual Agreement, or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

**19.02 Computation of Time.** Computation of time shall be set forth by the number of calendar days allowed for in the contract agreement. Calendar days shall consist every day shown on the calendar.

**19.03 Additional Specification Requirements.** Areas of work not covered under Special Conditions will be required to meet specifications covered in applicable sections of Indiana Department of Transportation Specifications current Edition (or latest edition and supplements at time of Bid) for the installation and placement of materials to ensure quality workmanship. INDOT Specifications shall not be interpreted to contradict current Public Works or Bloomington Utility Specifications, which shall override and supersede INDOT Specifications.

**19.04 Maintenance of Traffic.** For all maintenance of traffic, including pedestrian routes, the Contractor shall follow the current Indiana Manual on Uniform Traffic Control Devices (MUTCD) with regard to all signage and signage placement used during the project for both vehicular, bicycle and pedestrian traffic traveling through the project limits. The Contractor shall install and maintain any temporary pedestrian routes in accordance with the Public Right of Way Accessibility Guidelines (PROWAG) and must be approved by the Department of Planning and Transportation.

**19.05 Limitation of Damages.** With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither City nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

**19.06 No Waiver.** A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

**19.07 Survival of Obligations.** All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

## **08 SUPPLEMENTARY CONDITIONS**

### **01 Supplementary Conditions**

There are no supplementary conditions for this project

## **09 SPECIAL CONDITIONS AND SPECIFICATIONS**

### **01 Concrete Brick Work and Sidewalks**

- A. All Stamped Concrete Sidewalks and Concrete Sidewalks shall be placed on 4 In. of Compacted Aggregate No. 53's. The cost of Compacted Aggregate shall be included in the cost of the Sidewalk.
- B. All concrete mix designs shall be approved by the Street Department prior to use.
  - 1. Concrete mix shall use E5 Liquid Fly Ash (e5-LFA) Internal Cure.
    - a. The dosage rate shall be a minimum 8 oc/cwt of cementitious.
    - b. No other supplementary cementitious material (SCM) shall be used.
    - c. For formed concrete the water-cementitious ratio shall be 0.42 to 0.48.
    - d. Slump (AASHTO T 119) for formed concrete: minimum 3 in., maximum 7 in.
    - e. A water reducing admixture may be used but is not required for Class A concrete.

### **02 Stamped Concrete - Brick Hearingbone**

Stack pattern along sides with a herringbone pattern in the center.

### **03 Stamped Concrete - Integral Color - Increte Systems - Redwood CC630**

Color samples and finish are subject to approval by the Street Department.

### **04 Maintaining Traffic and Pedestrian Access**

This work shall consist of maintaining traffic and pedestrian access for all work for this project.

Maintenance of traffic and pedestrian access shall be the responsibility of the Contractor. Traffic and pedestrian access to all businesses within the project limits shall be maintained at all times except when construction operations prohibit access. If it appears that construction operations will close access to a property or location completely, the Director of Street Operations Street Department shall be contacted for approval 48 hours prior to construction. If approved, the property owner and/or resident shall be contacted by the Contractor prior to proceeding with operations. Contractor shall provide the Street Department with a timeframe when access will be restored. Contractor shall minimize timeframes of closures to parcels. Contractor shall coordinate all access requirements for individual parcels. Contractor shall provide a minimum of two days notice for closure. A steel plate or compacted aggregate shall be onsite for emergency access requirements.

Pedestrian access, meeting ADA requirements, shall be maintained at all times to all businesses and locations.

At all times when maintenance of traffic temporarily converts a roadway to a one-way street, the Contractor shall install and maintain one-way signage visible from all intersecting driveways, alleys, and other intersections of the roadway.

Furnishing, placing, and maintaining signs, barricades, and other traffic control devices for construction and maintenance operations shall be in accordance with Section 801, 105.03 and the 2011 Indiana Manual on Uniform Traffic Control Devices.

Unless otherwise directed or permitted, the work specified shall be arranged and prosecuted in accordance with all applicable provisions of Sections 104.04, 107.12, 801, and as set out herein. Drainage shall be maintained at all times and labor, materials, and any other incidental costs related to maintain positive drainage during construction shall be paid for at the contract lump sum price for MAINTAINING TRAFFIC.

The cost of all labor, materials, furnishing, delivery, coordination, removal, replacement, and any other incidental costs related to the maintenance of traffic for vehicles and pedestrians shall be paid for at the contract lump sum price for MAINTAINING TRAFFIC.

## 05 Parking Coordination

### 4.01 Scheduling and Notification

- A. The Contractor shall coordinate with the City of Bloomington Parking Services Division to establish and coordinate the order of parking-related work.
- B. The Contractor shall provide requests for temporary no parking signage at least three business days in advance of work and shall provide regular updates during work. Parking restrictions shall be limited to times and locations in which the contractor is actively working.
- C. The Parking Services Division representative will be:

Raye Ann Cox  
Parking Enforcement Manager  
Parking Services Department  
206 S. Walnut St.  
City of Bloomington, IN 47402  
812-349-3571  
[coxr@bloomington.in.gov](mailto:coxr@bloomington.in.gov)

## 06 Construction Schedule

The project start date after May 15, 2025.

## 07 Brick Pavers

The project does not include any new or proposed brick paving. The Contractor shall salvage enough existing bricks from existing sidewalks to have a supply for repairs for any area which is damaged or disturbed by the Work. There will be no separate payment for this work. It will be included in the costs of the sidewalks. Extra bricks are to be disposed of once paved areas are completed and bricks will no longer be needed.

## 08 Parking Meter, Reset

### Description

This work shall consist of removing and resetting the existing parking meters.

### Parking Meter Requirements

The existing parking meter heads shall be removed by City of Bloomington Parking Enforcement staff. The Contractor shall make requests for parking meter removal at least 48 hours before the removal is required. The Contractor shall contact RayeAnn Cox, Parking Enforcement Division Manager, 812-349-3571 or [coxr@bloomington.in.gov](mailto:coxr@bloomington.in.gov) to request parking meter removal. The Contractor shall be responsible for removing and resetting the parking meter's base post.

### Method of Measurement

The resetting of parking meter and post will be measured by each base post unit reset.

### Basis of Payment

The removal and resetting of the parking meter and post will be paid for as "Clearing of Right-of-Way".

## 09 Existing Curb and Sidewalk

The existing curb and sidewalk adjacent to the proposed construction shall not be disturbed. If the existing curb or sidewalk is damaged during construction including, but not limited, to chipped panels, broken panels or curb, settlement of panels due to construction, or any other damage, the entire panel or length of curb which has sustained the damage shall be removed and replaced. Any damage to the existing sidewalk or curb as a result of the construction operations shall be replaced at the sole cost of the Contractor.

## 10 Clearing Right-of-Way

Clearing Right-of-way shall be paid as lump sum. It shall include all payment for the removal of all items required for the work, as well as the resetting of all signs, delineators, bike racks, benches, and fencing as shown on the plans. Those street trees that are required to be removed will be removed by the City prior to construction. Remaining street trees shall be protected during work.

## 10 VENDOR SUBMISSION

The answers to following questions constitutes the Contractor's Bid Proposal.

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

☐ Yes

☐ No

\*Response required

When equals "Yes"

**1.1. Approved Affirmative Action Plan\***

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

- [20240219 AAP Packet.pdf](#)

\*Response required

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

☐ Yes

☐ No

\*Response required

When equals "Yes"

**2.1. Select payment option?\***

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

☐ A Single total Payment following completion of the project. Invoice shall be submitted within sixty (60) days following acceptance of the project.

☐ Progressive Payments for work completed and invoiced throughout the project.

\*Response required

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

☐ Yes

☐ No

\*Response required

When equals "Yes"

**3.1. Subcontractor list.**

Please download the below documents, complete, and upload.

- [Subcontractor List.docx](#)

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

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

- ☐ Yes  
☐ No

\*Response required

When equals "Yes"

**4.1. Upload Bid Guarantee\***

Please upload your bid guarantee, a sample Bid Bond has been provided below.

- [Sample Bid Bond Form.pdf](#)

\*Response required

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

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

- ☐ Please confirm

\*Response required

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

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

- ☐ Yes  
☐ No

\*Response required

When equals "Yes"

**6.1. Upload approved Drug Testing Policy.\***

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

\*Response required

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

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

☐ Please confirm

\*Response required

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

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

☐ Yes

☐ No

\*Response required

When equals "Yes"

**8.1. Submit State Form 96.\***

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

- [Indiana State Form 96.pdf](#)

\*Response required

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

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

☐ Held by the Board.

☐ Yellow Cardinal Escrow Account.

☐ Not applicable, bid is under \$100,000.00.

\*Response required

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

☐ Please confirm

\*Response required

11. Bid Submittals shall include the following:

Each Bidder shall file with his or her sealed bid:

- (1) a properly executed E-Verify Affidavit
- (2) a Questionnaire Form 96 of the State Board of Accounts; which includes a Non-Collusion Affidavit
- (3) a cashier's check or certified check drawn on an acceptable bank or a Bid bond equal to five (5) percent of the total amount of bid;
- (4) a properly executed Employee Drug Testing Program Affidavit for a public works project estimated to cost at least \$150,000; and a copy of the bidder's written plan for an employee drug testing program to test the employees of the bidder for drugs
- (5) An Affirmative Action Plan. Contractors should be submit as soon as possible. If you have submitted a plan within the last six (6) months, and it was approved, you will not need to submit another plan. Plans are valid for six (6) months after approval. Contact Audrey Brittingham to confirm your plan is current for this project.
- (6) Completed Pricing Table
- (7) Living Wage Affidavit is applicable

# AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

STREET DEPARTMENT

AND

WISE BUILDING SOLUTIONS

FOR

Kirkwood Sidewalk Project

**THIS AGREEMENT**, executed by and between the City of Bloomington, Indiana, Street Department through the Board of Public Works (hereinafter CITY), and Wise Building Solutions, (hereinafter CONTRACTOR);

## WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for cost to furnish the removal and replace brick paver sidewalks with color stamped concrete in a brick hearingbone design, and installation of tree grates along Kirkwood Avenue (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

## **ARTICLE 1. TERM**

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

## **ARTICLE 2. SERVICES**

**2.01** Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

**2.02** All work required under this Agreement shall be substantially completed by the CONTRACTOR within three hundred and sixty-five (365) 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 the amount of Two Hundred Forty Thousand and One Hundred Fifteen Dollars (\$240,115.00) for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Bid, attached hereto as Attachment 'E'. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

**3.06 Engineer** The City 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. CONTRACTOR'S submittals.
12. The Performance Bond and the Payment Bond.
13. The Escrow Agreement.
14. Request for Taxpayer Identification number and certification: Substitute W-9.

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

### **5.05 Insurance**

#### **5.05.01**

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him or her from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement,

whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<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	Wise Building Solutions
Attn: Joe VanDeventer	Josh Wise
P.O. Box 100 Suite 130	2110 West 38 <sup>th</sup> Street
Bloomington, Indiana 47404	Indianapolis, IN 46228

**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.

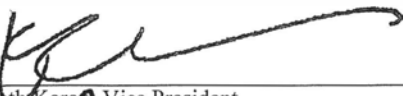
DATE: December 17, 2024

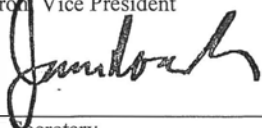
City of Bloomington

BY:



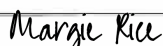
Kyla Cox Deckard, President

  
Elizabeth Karon, Vice President

  
James Roach, Secretary

Margie Rice, Corporation Counsel

Signed by:



2/1/2025

70B1F031F43E4C6...

BY:



Contractor Representative

Jay C. Wise

Printed Name

CEO

Title of Contractor Representative

## **ATTACHMENT 'A'**

### **"SCOPE OF WORK"**

#### **KIRKWOOD AVE SIDEWALK PROJECT**

This project shall include, but is not limited to

### **Concrete Brick Work and Sidewalks**

- A. All Stamped Concrete Sidewalks and Concrete Sidewalks shall be placed on 4 In. of Compacted Aggregate No. 53's. The cost of Compacted Aggregate shall be included in the cost of the Sidewalk.
- B. All concrete mix designs shall be approved by the Street Department prior to use.
  - 1. Concrete mix shall use E5 Liquid Fly Ash (e5-LFA) Internal Cure.
    - a. The dosage rate shall be a minimum 8 oc/cwt of cementitious.
    - b. No other supplementary cementitious material (SCM) shall be used.
    - c. For formed concrete the water-cementitious ratio shall be 0.42 to 0.48.
    - d. Slump (AASHTO T 119) for formed concrete: minimum 3 in., maximum 7 in.
    - e. A water reducing admixture may be used but is not required for Class A concrete.

### **Stamped Concrete - Brick Herringbone**

Stack pattern along sides with a herringbone pattern in the center.

### **Stamped Concrete - Integral Color - Increte Systems - Redwood CC630**

Color samples and finish are subject to approval by the Street Department.

ATTACHMENT 'B'

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

STATE OF INDIANA )  
COUNTY OF Marion ) SS:

AFFIDAVIT

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

1. The undersigned is the President of Wise Building Solutions, Inc.  
(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.	n/a				
B.					
C.					
D.					
				Total	\$

Method of Compliance (Specify) n/a



Signature

Josh Wise

Printed Name

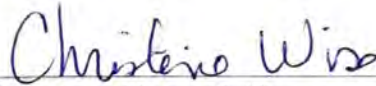
Date: January 29, 2025

STATE OF INDIANA )

COUNTY OF Marion ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Josh Wise and acknowledged the execution of the foregoing this 29 day of January, 2025.

My Commission Expires: 11-15-25

  
Signature of Notary Public

County of Residence: Marion

Christine Wise  
Printed Name of Notary Public

Commission #: NP0707631



\*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 'D'  
COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA )

COUNTY OF )

Marion

) SS:

AFFIDAVIT

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

1. The undersigned is the President of Wise Building Solutions  
(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

Josh Wise

Printed Name

STATE OF INDIANA )

COUNTY OF )

Marion

) SS:

Before me, a Notary Public in and for said County and State, personally appeared Josh Wise  
and acknowledged the execution of the foregoing this 29 day of January 2025

My Commission Expires: 11-5-25

County of Residence: Marion

My Commission #: NP 0707631

Christine Wise

Signature of Notary Public

Christine Wise

Printed Name of Notary Public



## ATTACHMENT 'E'

## "Unit Prices"

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	CONSTRUCTION ENGINEERING	1	LS	\$644	\$644
2	MOBILIZATION AND DEMOBILIZATION	1	LS	\$1829	\$1829
3	CLEARING RIGHT OF WAY	1	LS	\$39552	\$39552
4	CONCRETE SIDEWALK, 4 IN. ON 4 IN. COMPACTED AGGREGATE, NO. 53 BASE	281	SYS	\$126	\$35406
5	STAMPED COLORED CONCRETE SIDEWALK, 4 IN. ON 4 IN. COMPACTED AGGREGATE, NO. 53, BASE	502	SYS	\$138	\$69276
6	CONCRETE CURB	19	LFT	\$208	\$3952
7	CONCRETE CURB AND PAVEMENT PATCH	11	LFT	\$280	\$3080
8	CONCRETE STEP	1	LS	\$2241	\$2241
9	TREE GRATE, FRAME AND CURB, 60 IN. BY 60 IN., ADA, IRON, REMOVABLE CENTER EXPANSION RING	10	EACH	\$6278	\$62780
10	TREE GRATE, FRAME AND CURB, 96 IN. BY 48 IN., ADA IRON, 30 IN. OPENEING	3	EACH	\$5978	\$17934
11	REPLACE STOP SIGN (R-1) AND POST	1	EACH	\$390	\$390
12	ADJUST CASTING TO GRADE	1	EACH	\$195	\$195
13	MAINTAINING TRAFFIC	1	LS	\$2836	\$2836
<b>Total</b>				<b>\$240,115</b>	



# Board of Public Works Claim Register

Invoice Date Range 05/10/25 - 05/23/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 1101 - General</b>										
Department <b>01 - Animal Shelter</b>										
Program <b>010000 - Main</b>										
Account <b>52110 - Office Supplies</b>										
6530 - Office Depot, INC	421933815001	01-business card holder	Paid by EFT # 65690		05/13/2025	05/13/2025	05/23/2025		05/23/2025	11.19
6530 - Office Depot, INC	419466628001	01-Sign holder	Paid by EFT # 65690		05/13/2025	05/13/2025	05/23/2025		05/23/2025	77.49
6530 - Office Depot, INC	414584538001	01-Envelopes	Paid by EFT # 65690		05/13/2025	05/13/2025	05/23/2025		05/23/2025	18.02
6530 - Office Depot, INC	414584438001	01-Duct tape	Paid by EFT # 65690		05/13/2025	05/13/2025	05/23/2025		05/23/2025	54.69
6530 - Office Depot, INC	421933816001	01-Sharpie & post it notes	Paid by EFT # 65690		05/13/2025	05/13/2025	05/23/2025		05/23/2025	17.49
Account <b>52110 - Office Supplies</b> Totals Invoice Transactions 5										<b>\$178.88</b>
Account <b>52210 - Institutional Supplies</b>										
313 - Fastenal Company	INBLM238808	01-Mop heads (6)	Paid by EFT # 65612		05/13/2025	05/13/2025	05/23/2025		05/23/2025	60.10
313 - Fastenal Company	INBLM238710	01-Laundry Soap	Paid by EFT # 65612		05/13/2025	05/13/2025	05/23/2025		05/23/2025	134.28
313 - Fastenal Company	INBLM238674	01-Trash liner and towels	Paid by EFT # 65612		05/13/2025	05/13/2025	05/23/2025		05/23/2025	181.64
4586 - Hill's Pet Nutrition Sales, INC	253092712	01-Prescription Veterinary Food	Paid by EFT # 65633		05/13/2025	05/13/2025	05/23/2025		05/23/2025	95.37
4586 - Hill's Pet Nutrition Sales, INC	253092715	01-Dog, puppy, cat food	Paid by EFT # 65633		05/13/2025	05/13/2025	05/23/2025		05/23/2025	251.79
4586 - Hill's Pet Nutrition Sales, INC	253169349	01-Dog, Puppy, Kitten and Cat Food	Paid by EFT # 65633		05/13/2025	05/13/2025	05/23/2025		05/23/2025	286.99
3929 - IDEXX Laboratories, INC	0425165023	01-Urinalysis & blood work	Paid by EFT # 65638		05/13/2025	05/13/2025	05/23/2025		05/23/2025	212.89
4574 - John Deere Financial f.s.b. (Rural King)	343908	01-Hamster food	Paid by Check # 80106		05/13/2025	05/13/2025	05/23/2025		05/23/2025	9.99
4574 - John Deere Financial f.s.b. (Rural King)	203455	01-litter-50 40lb bags pellet bedding	Paid by Check # 80106		05/13/2025	05/13/2025	05/23/2025		05/23/2025	264.50
4633 - Midwest Veterinary Supply, INC	25012734-150	01-vinyl exam gloves (L)	Paid by EFT # 65678		05/13/2025	05/13/2025	05/23/2025		05/23/2025	55.20
4633 - Midwest Veterinary Supply, INC	25086265-050	01-Syringes	Paid by EFT # 65678		05/13/2025	05/13/2025	05/23/2025		05/23/2025	108.95
4633 - Midwest Veterinary Supply, INC	25086265-000	01-Antibiotics & Antiparasitics	Paid by EFT # 65678		05/13/2025	05/13/2025	05/23/2025		05/23/2025	142.82
4633 - Midwest Veterinary Supply, INC	24995199-100	01-Sanitizier for shelter cleaning-Rescue Concentrate 55 gal drum	Paid by EFT # 65678		05/13/2025	05/13/2025	05/23/2025		05/23/2025	1,835.80
Account <b>52210 - Institutional Supplies</b> Totals Invoice Transactions 13										<b>\$3,640.32</b>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>1101 - General</b>										
Department <b>01 - Animal Shelter</b>										
Program <b>010000 - Main</b>										
Account <b>52310 - Building Materials and Supplies</b>										
1537 - Indiana Door & Hardware Specialties, INC	6763AA	01-4 Keys and 1 core-1/15/25	Paid by Check # 80104		05/13/2025	05/13/2025	05/23/2025		05/23/2025	56.00
1537 - Indiana Door & Hardware Specialties, INC	6745AA	01-10 Keys for Animal Shelter 1/9/25	Paid by Check # 80104		05/13/2025	05/13/2025	05/23/2025		05/23/2025	90.00
395 - Kirby Risk Corp	S210815553.001	01-Lighting Repairs	Paid by EFT # 65657		05/13/2025	05/13/2025	05/23/2025		05/23/2025	35.12
8658 - Kleindorfer's Hardware LLC	784909	01-Moth traps	Paid by EFT # 65658		05/13/2025	05/13/2025	05/23/2025		05/23/2025	7.99
Account <b>52310 - Building Materials and Supplies</b> Totals							Invoice Transactions 4			\$189.11
Account <b>52420 - Other Supplies</b>										
3560 - First Financial Bank / Credit Cards	4	01-Pizza X-pizza for Volunteer Appreciation Event -4/11/25	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	219.99
Account <b>52420 - Other Supplies</b> Totals							Invoice Transactions 1			\$219.99
Account <b>53130 - Medical</b>										
6529 - BloomingPaws, LLC	736618	01-Spay Surgery-Ginger Spice	Paid by EFT # 65558		05/13/2025	05/13/2025	05/23/2025		05/23/2025	137.36
6529 - BloomingPaws, LLC	736378	01-X Rays - Strega Nona	Paid by EFT # 65558		05/13/2025	05/13/2025	05/23/2025		05/23/2025	278.46
Account <b>53130 - Medical</b> Totals							Invoice Transactions 2			\$415.82
Account <b>53220 - Postage</b>										
3560 - First Financial Bank / Credit Cards	1Z9X3V6703463007	01-UPS Store-BOH Shipping 04/09/25	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	17.62
3560 - First Financial Bank / Credit Cards	7017053000000280	01-USPS-Certified mail for ACC Commission-4/24/25	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	19.36
Account <b>53220 - Postage</b> Totals							Invoice Transactions 2			\$36.98
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	15379-0010425	01-ACC-water/sewer bill-April 2025	Paid by Check # 80084		05/14/2025	05/14/2025	05/14/2025		05/14/2025	681.78
Account <b>53530 - Water and Sewer</b> Totals							Invoice Transactions 1			\$681.78
Account <b>53540 - Natural Gas</b>										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	13241218-0050825	01-ACC-gas bill 04/03/25-05/02/25	Paid by Check # 80090		05/14/2025	05/14/2025	05/14/2025		05/14/2025	394.58
Account <b>53540 - Natural Gas</b> Totals							Invoice Transactions 1			\$394.58
Account <b>53610 - Building Repairs</b>										
1537 - Indiana Door & Hardware Specialties, INC	6682AA	01-door repair-Yale 7100 exit dogging mechanism-12/16/24	Paid by Check # 80104		05/13/2025	05/13/2025	05/23/2025		05/23/2025	199.00
1537 - Indiana Door & Hardware Specialties, INC	1716AA	01-Locks and core installation 03/11/24	Paid by Check # 80104		05/13/2025	05/13/2025	05/23/2025		05/23/2025	444.00



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<b>Fund 1101 - General</b>										
Department <b>01 - Animal Shelter</b>										
Program <b>010000 - Main</b>										
Account <b>53610 - Building Repairs</b>										
1537 - Indiana Door & Hardware Specialties, INC	1505AA	01-door repair-Yale grade 1 surface vertical rod exits-1/19/24	Paid by Check # 80104		05/13/2025	05/13/2025	05/23/2025		05/23/2025	4,340.00
Account <b>53610 - Building Repairs</b> Totals									Invoice Transactions 3	\$4,983.00
Account <b>53910 - Dues and Subscriptions</b>										
3560 - First Financial Bank / Credit Cards	16871	01-NACA membership dues-Clarke/Ennis/Steury	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	75.00
Account <b>53910 - Dues and Subscriptions</b> Totals									Invoice Transactions 1	\$75.00
Program <b>010000 - Main</b> Totals									Invoice Transactions 33	\$10,815.46
Program <b>010001 - Donations Over \$5K</b>										
Account <b>52210 - Institutional Supplies</b>										
4633 - Midwest Veterinary Supply, INC	25108693-050	01-Syringes	Paid by EFT # 65678		05/13/2025	05/13/2025	05/23/2025		05/23/2025	77.31
Account <b>52210 - Institutional Supplies</b> Totals									Invoice Transactions 1	\$77.31
Account <b>53130 - Medical</b>										
6529 - BloomingPaws, LLC	736771	01-Heartworm Treatment-Tic	Paid by EFT # 65558		05/13/2025	05/13/2025	05/23/2025		05/23/2025	186.19
Account <b>53130 - Medical</b> Totals									Invoice Transactions 1	\$186.19
Program <b>010001 - Donations Over \$5K</b> Totals									Invoice Transactions 2	\$263.50
Department <b>01 - Animal Shelter</b> Totals									Invoice Transactions 35	\$11,078.96
Department <b>02 - Public Works</b>										
Program <b>020000 - Main</b>										
Account <b>52210 - Institutional Supplies</b>										
1537 - Indiana Door & Hardware Specialties, INC	6706AA	26-striking bar, and filler for 4th st Garage skywalk 12/19/24	Paid by Check # 80104		05/13/2025	05/13/2025	05/23/2025		05/23/2025	575.00
293 - J&S Locksmith Shop, INC	265051	26- spare keys (10) for 4th and Trades Garages	Paid by EFT # 65649		05/13/2025	05/13/2025	05/23/2025		05/23/2025	50.00
Account <b>52210 - Institutional Supplies</b> Totals									Invoice Transactions 2	\$625.00
Account <b>52420 - Other Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1D11-1GJW-GTH7	19 - 2 trash pickers for Clean Up Day	Paid by EFT # 65538		05/13/2025	05/13/2025	05/23/2025		05/23/2025	83.58
8658 - Kleindorfer's Hardware LLC	793225	02 - 6 pik stick for Brighten Btown	Paid by EFT # 65658		05/13/2025	05/13/2025	05/23/2025		05/23/2025	110.94
8658 - Kleindorfer's Hardware LLC	793373	02-Brighten Btown- 30 buckets	Paid by EFT # 65658		05/13/2025	05/13/2025	05/23/2025		05/23/2025	179.70



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<b>Fund 1101 - General</b>										
Department <b>02 - Public Works</b>										
Program <b>020000 - Main</b>										
Account <b>52420 - Other Supplies</b>										
8658 - Kleindorfer's Hardware LLC	784658	02 - Brighten Btown-roller covers & paint grids	Paid by EFT # 65658		05/13/2025	05/13/2025	05/23/2025		05/23/2025	43.36
Account <b>52420 - Other Supplies</b> Totals Invoice Transactions 4										<b>\$417.58</b>
Account <b>53210 - Telephone</b>										
1079 - AT&T	812R08178803-25	02-Radio circuits-phone charges 3/1-3/28/25	Paid by Check # 80083		05/14/2025	05/14/2025	05/14/2025		05/14/2025	180.23
1079 - AT&T	812R08178804-25	02-Radio circuits-phone charges 03/29/25-04/28/25	Paid by Check # 80083		05/14/2025	05/14/2025	05/14/2025		05/14/2025	179.35
Account <b>53210 - Telephone</b> Totals Invoice Transactions 2										<b>\$359.58</b>
Account <b>53230 - Travel</b>										
3560 - First Financial Bank / Credit Cards	6691865292	02-Hotwire Wyndham Hotel-Columbia-Wason-APWA Accred	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	135.67
3560 - First Financial Bank / Credit Cards	Parking 4/9	02-Parking-APWA Accred-Columbia MO-Wason- 04.09.2025	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	5.00
3560 - First Financial Bank / Credit Cards	94982951	02-Hampton Inn-APWA Accred-Columbia MO-Smith & Stephens-4/8-4/10	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	248.54
3560 - First Financial Bank / Credit Cards	97626663	02-Hampton Inn-APWA Accred-Columbia MO-Nickel & Boruff-4/8-4/10	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	248.54
3560 - First Financial Bank / Credit Cards	68688157	02-VOCO The Tiger Hotel-APWA Accred-Columbia MO-Wason-4/9	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	184.30
Account <b>53230 - Travel</b> Totals Invoice Transactions 5										<b>\$822.05</b>
Account <b>53990 - Other Services and Charges</b>										
3560 - First Financial Bank / Credit Cards	14833448	02-EV Connect-IVY Tech-PW Vehicle-Wason-4/2/25	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	33.01
3560 - First Financial Bank / Credit Cards	14912226	02-EV Connect-IVY Tech-PW Vehicle-Wason-4/6/25	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	27.69
3560 - First Financial Bank / Credit Cards	Parking 4/7/2025	02-Parking-APWA Accred-Columbia MO-Wason- 04.07.2025	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	10.00



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Fund <b>1101 - General</b>										
Department <b>02 - Public Works</b>										
Program <b>020000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
3560 - First Financial Bank / Credit Cards	15149920	02-EV Connect-IVY Tech-PW Vehicle-Wason-4/19/25	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	24.98
3560 - First Financial Bank / Credit Cards	15182835	02-EV Connect-IVY Tech-PW Vehicle-Wason-4/21/25	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	39.78
3560 - First Financial Bank / Credit Cards	15283458	02-EV Connect-IVY Tech-PW Vehicle-Wason-4/26/25	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	48.51
3560 - First Financial Bank / Credit Cards	15314038	02-EV Connect-IVY Tech-PW Vehicle-Wason-4/28/25	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	37.38
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions 7		<hr/> \$221.35	
Program <b>020000 - Main</b> Totals							Invoice Transactions 20		<hr/> \$2,445.56	
Department <b>02 - Public Works</b> Totals							Invoice Transactions 20		<hr/> \$2,445.56	
Department <b>03 - City Clerk</b>										
Program <b>030000 - Main</b>										
Account <b>53160 - Instruction</b>										
3560 - First Financial Bank / Credit Cards	250409-ONL	03-IIMC-Study Abroad-England Symposium-Bolden-9/6-9/12	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	1,500.00
Account <b>53160 - Instruction</b> Totals							Invoice Transactions 1		<hr/> \$1,500.00	
Program <b>030000 - Main</b> Totals							Invoice Transactions 1		<hr/> \$1,500.00	
Department <b>03 - City Clerk</b> Totals							Invoice Transactions 1		<hr/> \$1,500.00	
Department <b>04 - Economic &amp; Sustainable Dev</b>										
Program <b>040000 - Main</b>										
Account <b>53160 - Instruction</b>										
2940 - Ball State University	EDC-2025-19	04-2025 Indiana Economic Development Course-Dragovich	Paid by Check # 80093		05/13/2025	05/13/2025	05/23/2025		05/23/2025	1,590.00
7475 - Chasity Mottinger	EXPOCHG-4.2025	04-per diem/tolls/gas-Chicago Expo Cont. Art -4/24-4/27	Paid by EFT # 65684		05/13/2025	05/13/2025	05/23/2025		05/23/2025	81.11
Account <b>53160 - Instruction</b> Totals							Invoice Transactions 2		<hr/> \$1,671.11	
Account <b>53230 - Travel</b>										
7482 - Jane G Kupersmith	CDFA-04.2025	04-per diem/UBER/pkg-CDFA Conf-WA DC-4/15-4/18	Paid by EFT # 65662		05/13/2025	05/13/2025	05/23/2025		05/23/2025	506.45
7475 - Chasity Mottinger	EXPOCHG-4.2025	04-per diem/tolls/gas-Chicago Expo Cont. Art -4/24-4/27	Paid by EFT # 65684		05/13/2025	05/13/2025	05/23/2025		05/23/2025	355.10



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Fund <b>1101 - General</b>										
Department <b>04 - Economic &amp; Sustainable Dev</b>										
Program <b>040000 - Main</b>										
Account <b>53230 - Travel</b>										
8368 - Holly Warren	ART-04.2025	04-per diem/pkg/gas/hotel-Art Trip Chicago&Madison, WI-4/15-4/1	Paid by EFT # 65767		05/13/2025	05/13/2025	05/23/2025		05/23/2025	388.26
3560 - First Financial Bank / Credit Cards	685151	04-Skyway Toll-Mottinger-Art Fair-Chicago-04/24/25-04/26/25	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	7.80
3560 - First Financial Bank / Credit Cards	17455332715	04-Skyway Toll-Mottinger-Art Fair-Chicago-04/24/25-04/26/25	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	4.50
3560 - First Financial Bank / Credit Cards	98	04-Pkg-Mottinger-Art Fair-Chicago-04/24/25-04/26/25	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	177.00
3560 - First Financial Bank / Credit Cards	1365193	04-Hotel-Mottinger-Art Fair-Chicago-04/24/25-04/26/25	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	698.06
Account <b>53230 - Travel</b> Totals									Invoice Transactions 7	\$2,137.17
Account <b>53310 - Printing</b>										
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-61810	04-Printing of Towing Licenses (27)	Paid by EFT # 65712		05/13/2025	05/13/2025	05/23/2025		05/23/2025	148.75
Account <b>53310 - Printing</b> Totals									Invoice Transactions 1	\$148.75
Account <b>53910 - Dues and Subscriptions</b>										
7980 - Right Click Solutions INC (RideAmigos)	03311	04-2024 TDM Software Platform Agreement 07/01/24-12/31/24	Paid by EFT # 65715		05/13/2025	05/13/2025	05/23/2025		05/23/2025	12,800.00
3560 - First Financial Bank / Credit Cards	TRINV-30646492	04-Add'l Trello members 04/22/25-07/08/25	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	24.98
3560 - First Financial Bank / Credit Cards	MC22123655	04-Mailchimp-4/27/25	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	45.00
3560 - First Financial Bank / Credit Cards	TRINV-30722247	04-Add'l Trello members 04/22/25-07/08/25	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	24.00
Account <b>53910 - Dues and Subscriptions</b> Totals									Invoice Transactions 4	\$12,893.98
Account <b>53970 - Mayor's Promotion of Business</b>										
9780 - Mary Aguilar (Izzie Aguilar)	050525	04-Honorarium Bus Shelter Vinyl Wrap Design	Paid by EFT # 65535		05/13/2025	05/13/2025	05/23/2025		05/23/2025	500.00



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Fund <b>1101 - General</b>										
Department <b>04 - Economic &amp; Sustainable Dev</b>										
Program <b>040000 - Main</b>										
Account <b>53970 - Mayor's Promotion of Business</b>										
9614 - Malory Owen (Little Tiger Glassworks LLC)	INV00001	04-Honorarium for Design for Bus Shelter Art	Paid by EFT # 65694		05/13/2025	05/13/2025	05/23/2025		05/23/2025	500.00
8937 - Wright Traffic Control INC	INV20298	04-Design of Traffic Control Plan for Public Art Installation	Paid by EFT # 65782		05/13/2025	05/13/2025	05/23/2025		05/23/2025	440.00
Account <b>53970 - Mayor's Promotion of Business</b> Totals							Invoice Transactions 3			\$1,440.00
Account <b>53990 - Other Services and Charges</b>										
656 - B&L Sheet Metal and Roofing, INC	2286873	04-Repairs to WFHB Roof-4/10/25	Paid by EFT # 65549		05/13/2025	05/13/2025	05/23/2025		05/23/2025	1,312.88
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions 1			\$1,312.88
Program <b>040000 - Main</b> Totals							Invoice Transactions 18			\$19,603.89
Department <b>04 - Economic &amp; Sustainable Dev</b> Totals							Invoice Transactions 18			\$19,603.89
Department <b>06 - Controller's Office</b>										
Program <b>060000 - Main</b>										
Account <b>53910 - Dues and Subscriptions</b>										
371 - Pitney Bowes, INC	1027357060	06-Mail Machine Analytics 1/26/25 - 4/25/25 ACCT #10396436	Paid by Check # 80111		05/13/2025	05/13/2025	05/23/2025		05/23/2025	285.12
Account <b>53910 - Dues and Subscriptions</b> Totals							Invoice Transactions 1			\$285.12
Program <b>060000 - Main</b> Totals							Invoice Transactions 1			\$285.12
Department <b>06 - Controller's Office</b> Totals							Invoice Transactions 1			\$285.12
Department <b>07 - Engineering</b>										
Program <b>070000 - Main</b>										
Account <b>52420 - Other Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	11Y7-N4D3-6VPH	07 - 3 rolls Gorilla Duct Tape HD WR	Paid by EFT # 65538		05/13/2025	05/13/2025	05/23/2025		05/23/2025	37.47
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1HM7-1P6Y-3J1T	07 - Blue Reflective Pavement Marking Tape	Paid by EFT # 65538		05/13/2025	05/13/2025	05/23/2025		05/23/2025	58.12
5099 - Office Three Sixty, INC	3137503	07-Abound open shelf 24" for Engineering Dept	Paid by EFT # 65692		05/13/2025	05/13/2025	05/23/2025		05/23/2025	174.29
Account <b>52420 - Other Supplies</b> Totals							Invoice Transactions 3			\$269.88
Account <b>53160 - Instruction</b>										
3560 - First Financial Bank / Credit Cards	38421174	07-NACTO Conf Registration-DC-K. Knoke 5/28-5/31	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	1,100.00
Account <b>53160 - Instruction</b> Totals							Invoice Transactions 1			\$1,100.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>1101 - General</b>										
Department <b>07 - Engineering</b>										
Program <b>070000 - Main</b>										
Account <b>53230 - Travel</b>										
3560 - First Financial Bank / Credit Cards	FCPEMJ	07-American-Airfare- NACTO Conf-DC- Knoke-5/27-6/2	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	323.97
Account <b>53230 - Travel</b> Totals									Invoice Transactions 1	\$323.97
Account <b>53990 - Other Services and Charges</b>										
399 - American Structurepoint, INC	189893	07-On-Call Signal Timing-incl Ad- 03/01/25-03/31/25	Paid by EFT # 65539		05/13/2025	05/13/2025	05/23/2025		05/23/2025	2,298.32
Account <b>53990 - Other Services and Charges</b> Totals									Invoice Transactions 1	\$2,298.32
Account <b>54310 - Improvements Other Than Building</b>										
399 - American Structurepoint, INC	189893	07-On-Call Signal Timing-incl Ad- 03/01/25-03/31/25	Paid by EFT # 65539		05/13/2025	05/13/2025	05/23/2025		05/23/2025	1,421.88
19278 - Milestone Contractors, LP	MILEENG24DW TN-5	20-ENG 2024 Downtown Maint. Proj- 2/01-4/30/25-App 5	Paid by EFT # 65679		05/13/2025	05/13/2025	05/23/2025		05/23/2025	4,862.24
Account <b>54310 - Improvements Other Than Building</b> Totals									Invoice Transactions 2	\$6,284.12
Program <b>070000 - Main</b> Totals									Invoice Transactions 8	\$10,276.29
Program <b>07CRED - ENG CRED</b>										
Account <b>54510 - Other Capital Outlays</b>										
19278 - Milestone Contractors, LP	MILEENG24DW TN-5	20-ENG 2024 Downtown Maint. Proj- 2/01-4/30/25-App 5	Paid by EFT # 65679		05/13/2025	05/13/2025	05/23/2025		05/23/2025	10,913.36
Account <b>54510 - Other Capital Outlays</b> Totals									Invoice Transactions 1	\$10,913.36
Program <b>07CRED - ENG CRED</b> Totals									Invoice Transactions 1	\$10,913.36
Department <b>07 - Engineering</b> Totals									Invoice Transactions 9	\$21,189.65
Department <b>09 - CFRD</b>										
Program <b>090000 - Main</b>										
Account <b>53310 - Printing</b>										
3892 - Midwest Color Printing, INC	INV-22892A	09-250 Business Cards for Michelle Moss-BVN, MLK Liaison	Paid by EFT # 65677		05/13/2025	05/13/2025	05/23/2025		05/23/2025	76.24
Account <b>53310 - Printing</b> Totals									Invoice Transactions 1	\$76.24
Account <b>53910 - Dues and Subscriptions</b>										
3560 - First Financial Bank / Credit Cards	E9F6AA2-0005	09-Airtable Annual Subscription-BVN Programs-April 2025	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	220.00



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<b>Fund 1101 - General</b>										
Department <b>09 - CFRD</b>										
Program <b>090000 - Main</b>										
Account <b>53910 - Dues and Subscriptions</b>										
3560 - First Financial Bank / Credit Cards	10281882553	09-Sam's Club Membership-Club Level for CFRD Events & Programs	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	50.00
3560 - First Financial Bank / Credit Cards	4.27.25	09-Constant Contact Monthly Subscription-April 2025	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	157.00
Account <b>53910 - Dues and Subscriptions</b> Totals									Invoice Transactions 3	<u>\$427.00</u>
Account <b>53990 - Other Services and Charges</b>										
8100 - Charles Culp	189920	09-Reimb-Dry Cleaning of 2 After Hours Amb. Uniforms-4/17	Paid by EFT # 65587		05/13/2025	05/13/2025	05/23/2025		05/23/2025	41.98
Account <b>53990 - Other Services and Charges</b> Totals									Invoice Transactions 1	<u>\$41.98</u>
Program <b>090000 - Main</b> Totals									Invoice Transactions 5	<u>\$545.22</u>
Department <b>09 - CFRD</b> Totals									Invoice Transactions 5	<u>\$545.22</u>
Department <b>10 - Legal</b>										
Program <b>100000 - Main</b>										
Account <b>53120 - Special Legal Services</b>										
50587 - Barnes & Thornburg LLP	3407333	10-legal services municipal advice-March 2025	Paid by EFT # 65551		05/13/2025	05/13/2025	05/23/2025		05/23/2025	382.00
205 - City Of Bloomington	000443808	10-PC Reimb-Mo Co Rec-recording fees-deeds & Lease BPBC-5/2	Paid by Check # 80096		05/13/2025	05/13/2025	05/23/2025		05/23/2025	100.00
205 - City Of Bloomington	032792	10-PC Reimb-Auditor fees for title transfer-5/2	Paid by Check # 80096		05/13/2025	05/13/2025	05/23/2025		05/23/2025	180.00
Account <b>53120 - Special Legal Services</b> Totals									Invoice Transactions 3	<u>\$662.00</u>
Program <b>100000 - Main</b> Totals									Invoice Transactions 3	<u>\$662.00</u>
Department <b>10 - Legal</b> Totals									Invoice Transactions 3	<u>\$662.00</u>
Department <b>11 - Mayor's Office</b>										
Program <b>110000 - Main</b>										
Account <b>52110 - Office Supplies</b>										
6530 - Office Depot, INC	418831301001	11-Pen Holder, Command Strips	Paid by EFT # 65690		05/13/2025	05/13/2025	05/23/2025		05/23/2025	2.95
6530 - Office Depot, INC	419640505001	11-KeyBoard Stand, File Boxes, Clipboard, Scotch Tape Refills	Paid by EFT # 65690		05/13/2025	05/13/2025	05/23/2025		05/23/2025	104.37



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<b>Fund 1101 - General</b>										
Department <b>11 - Mayor's Office</b>										
Program <b>110000 - Main</b>										
Account <b>52110 - Office Supplies</b>										
6530 - Office Depot, INC	421019261001	11-Command Strips for Hanging Pictures in Office	Paid by EFT # 65690		05/13/2025	05/13/2025	05/23/2025		05/23/2025	5.44
Account <b>52110 - Office Supplies</b> Totals										Invoice Transactions 3
										\$112.76
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b>										
9730 - The MODassic Group LLC (CivicBrand)	4354	11-Professional Services Agmt for Branding Initiative-5/1 15-20%	Paid by EFT # 65747		05/13/2025	05/13/2025	05/23/2025		05/23/2025	4,750.00
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals										Invoice Transactions 1
										\$4,750.00
Account <b>53230 - Travel</b>										
9147 - Carolyn Thomson	AIMCONF-04.2025	11-Reimb Parking-AIM Mayors Conference-Indy-4/29/25	Paid by EFT # 65751		05/13/2025	05/13/2025	05/23/2025		05/23/2025	13.00
3560 - First Financial Bank / Credit Cards	1238435	11-Mayors Innovation Project Registration Fee 07/30/25-08/01/25	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	375.00
Account <b>53230 - Travel</b> Totals										Invoice Transactions 2
										\$388.00
Account <b>53910 - Dues and Subscriptions</b>										
5954 - The Greater Bloomington Chamber Of Commerce, INC	153576	11- Annual Membership Dues 2025	Paid by EFT # 65746		05/13/2025	05/13/2025	05/23/2025		05/23/2025	1,270.00
3560 - First Financial Bank / Credit Cards	4E7AAD3A-0001	11-Annual Pro Subscription for Otter.ai-4/25/25-4/25/26	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	99.99
3560 - First Financial Bank / Credit Cards	SIB-2922780	11-Brevo Subscription 03.30-04.30.2025	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	181.00
3560 - First Financial Bank / Credit Cards	350300	11-Annual Sub-Inside INdiana Business News-4/25'-4/26'	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	159.00
3560 - First Financial Bank / Credit Cards	18212787	11-Lucid Monthly Subscription 04.06-05.06-2025	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	11.00
3560 - First Financial Bank / Credit Cards	B367545F-0003	11-Annual Notion Subscription 04.19.25-04.19.26	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	480.00
Account <b>53910 - Dues and Subscriptions</b> Totals										Invoice Transactions 6
										\$2,200.99



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Fund <b>1101 - General</b>										
Department <b>11 - Mayor's Office</b>										
Program <b>110000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
4123 - Central Indiana Interpreting Service	040325-CC	11-Interpreter for 2025 State of the City-4/3/25	Paid by EFT # 65573		05/13/2025	05/13/2025	05/23/2025		05/23/2025	324.40
Account <b>53990 - Other Services and Charges</b> Totals								Invoice Transactions	1	\$324.40
Program <b>110000 - Main</b> Totals								Invoice Transactions	13	\$7,776.15
Department <b>11 - Mayor's Office</b> Totals								Invoice Transactions	13	\$7,776.15
Department <b>12 - Human Resources</b>										
Program <b>120000 - Main</b>										
Account <b>53160 - Instruction</b>										
3560 - First Financial Bank / Credit Cards	5000889585credit	12-C Mevis FMLA Conference Credit	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	(219.60)
3560 - First Financial Bank / Credit Cards	5000889585charge	12-C Mevis & K Mullen FMLA Conference Registration	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	1,098.00
3560 - First Financial Bank / Credit Cards	5000888376credit	12-H Kanyi & K Mullen HR Conference Credit	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	(219.60)
Account <b>53160 - Instruction</b> Totals								Invoice Transactions	3	\$658.80
Account <b>53320 - Advertising</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	14C6-FNDR-3HCP	12-Acrylic Sign Holders for Benefit Fair	Paid by EFT # 65538		05/13/2025	05/13/2025	05/23/2025		05/23/2025	29.99
Account <b>53320 - Advertising</b> Totals								Invoice Transactions	1	\$29.99
Account <b>53990 - Other Services and Charges</b>										
250 - Crowe LLP	CI-192191	12-Compensation Consult Contract Addendum- thru April 25, 2025	Paid by EFT # 65586		05/13/2025	05/13/2025	05/23/2025		05/23/2025	31,815.00
8882 - Employers Choice Online INC	65877	12-18 background checks - April 2025	Paid by EFT # 65606		05/13/2025	05/13/2025	05/23/2025		05/23/2025	720.52
9533 - KPro , INC (HRPro)	144801	12- May 2025 COBRA monthly Administration Fee	Paid by EFT # 65655		05/13/2025	05/13/2025	05/23/2025		05/23/2025	45.00
7482 - Jane G Kupersmith	400301972 2/25	12-J Kupersmith Educational Reimbursement 2025	Paid by EFT # 65662		05/13/2025	05/13/2025	05/23/2025		05/23/2025	2,100.00
7703 - Smokin' Jacks Rib Shack, LLC (Blooming Boards)	000482	12-Food for the Employee Benefit Fair - 4/29/2025	Paid by EFT # 65727		05/13/2025	05/13/2025	05/23/2025		05/23/2025	13,000.45
Account <b>53990 - Other Services and Charges</b> Totals								Invoice Transactions	5	\$47,680.97
Program <b>120000 - Main</b> Totals								Invoice Transactions	9	\$48,369.76
Department <b>12 - Human Resources</b> Totals								Invoice Transactions	9	\$48,369.76



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 1101 - General</b>										
Department <b>13 - Planning</b>										
Program <b>130000 - Main</b>										
Account <b>52110 - Office Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	16GX-VHPX-Y43P	13- Red Translucent Dots for marking intersections on maps	Paid by EFT # 65538		05/13/2025	05/13/2025	05/23/2025		05/23/2025	12.60
Account <b>52110 - Office Supplies</b> Totals Invoice Transactions 1										<u>\$12.60</u>
Account <b>52430 - Uniforms and Tools</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1D44-J7FP-3HMF	13- Bug Spray, Sunscreen, Sunhats, Umbrella for Compl Planners	Paid by EFT # 65538		05/13/2025	05/13/2025	05/23/2025		05/23/2025	258.68
Account <b>52430 - Uniforms and Tools</b> Totals Invoice Transactions 1										<u>\$258.68</u>
Account <b>53160 - Instruction</b>										
3560 - First Financial Bank / Credit Cards	03709	13- APA Spring Conf Reg-Madison IN-Hittle	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	165.00
3560 - First Financial Bank / Credit Cards	03710	13- APA Spring Conf Reg-Madison IN-Holbrow	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	165.00
3560 - First Financial Bank / Credit Cards	03711	13- APA Spring Conf Reg-Madison IN-Patterson	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	165.00
3560 - First Financial Bank / Credit Cards	03717	13- APA Spring Conf Reg-Madison IN-Brantez	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	165.00
3560 - First Financial Bank / Credit Cards	03724	13- APA Spring Conf Reg-Madison IN-Brown	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	165.00
3560 - First Financial Bank / Credit Cards	03725	13- APA Spring Conf Reg-Madison IN-Pazos	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	165.00
Account <b>53160 - Instruction</b> Totals Invoice Transactions 6										<u>\$990.00</u>
Account <b>53230 - Travel</b>										
3560 - First Financial Bank / Credit Cards	72620473	13-Fairfield-adv deposit-Brown-APA Conf-Madison IN	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	161.00
3560 - First Financial Bank / Credit Cards	96003062	13-Fairfield-adv deposit-Holbrow-APA Conf-Madison IN	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	161.00
Account <b>53230 - Travel</b> Totals Invoice Transactions 2										<u>\$322.00</u>
Account <b>53320 - Advertising</b>										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0007082545	13-Legal Ads 04/13/25-04/14/25	Paid by EFT # 65619		05/13/2025	05/13/2025	05/23/2025		05/23/2025	401.08
Account <b>53320 - Advertising</b> Totals Invoice Transactions 1										<u>\$401.08</u>



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<b>Fund 1101 - General</b>										
Department <b>13 - Planning</b>										
Program <b>130000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
3560 - First Financial Bank / Credit Cards	14812875	13-EV Connect-Trades Garage-Dept Vehicle-4/1/25	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	1.65
3560 - First Financial Bank / Credit Cards	14819410	13-EV Connect-Trades Garage-Dept Vehicle-4/1-4/3	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	1.44
3560 - First Financial Bank / Credit Cards	14861822	13-EV Connect-Trades Garage-Dept Vehicle-4/3-4/4	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	7.76
3560 - First Financial Bank / Credit Cards	15202021	13-EV Connect-Trades Garage-Dept Vehicle-4/22/25	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	4.57
3560 - First Financial Bank / Credit Cards	15204207	13-EV Connect-Trades Garage-Dept Vehicle-4/22-4/23	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	1.70
Account <b>53990 - Other Services and Charges</b> Totals								Invoice Transactions	5	\$17.12
Program <b>130000 - Main</b> Totals								Invoice Transactions	16	\$2,001.48
Department <b>13 - Planning</b> Totals								Invoice Transactions	16	\$2,001.48
Department <b>19 - Facilities Maintenance</b>										
Program <b>190000 - Main</b>										
Account <b>52310 - Building Materials and Supplies</b>										
409 - Black Lumber Co. INC	600931	19 - treated lumber for Facilities	Paid by EFT # 65555		05/13/2025	05/13/2025	05/23/2025		05/23/2025	134.95
4443 - The Sherwin Williams Company	3315-0	19 - paint for HR/Legal/lactation remodel	Paid by EFT # 65748		05/13/2025	05/13/2025	05/23/2025		05/23/2025	233.40
4443 - The Sherwin Williams Company	3727-6	19 - paint for legal/HR/lactation remodel	Paid by EFT # 65748		05/13/2025	05/13/2025	05/23/2025		05/23/2025	659.51
Account <b>52310 - Building Materials and Supplies</b> Totals								Invoice Transactions	3	\$1,027.86
Account <b>52420 - Other Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1RWH-KCYR-1F9D	19 - microphone for travelling podium	Paid by EFT # 65538		05/13/2025	05/13/2025	05/23/2025		05/23/2025	193.05
3560 - First Financial Bank / Credit Cards	IDHS 403487	19-Homeland Sec-elevator permit-City Hall	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	131.32
Account <b>52420 - Other Supplies</b> Totals								Invoice Transactions	2	\$324.37
Account <b>52430 - Uniforms and Tools</b>										
19171 - Vestis Group, INC (FKA Aramark)	4080179625	17 - pants for R Flake - 4/24/2025	Paid by EFT # 65763		05/13/2025	05/13/2025	05/23/2025		05/23/2025	14.20



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<b>Fund 1101 - General</b>										
Department <b>19 - Facilities Maintenance</b>										
Program <b>190000 - Main</b>										
Account <b>52430 - Uniforms and Tools</b>										
19171 - Vestis Group, INC (FKA Aramark)	4080180650	17 - pants for R Flake - 5/1/2025	Paid by EFT # 65763		05/13/2025	05/13/2025	05/23/2025		05/23/2025	14.20
Account <b>52430 - Uniforms and Tools</b> Totals Invoice Transactions 2										<u>\$28.40</u>
Account <b>53160 - Instruction</b>										
3560 - First Financial Bank / Credit Cards	APWA 0000152094	19-training-Facilities & Grounds Management- Spagnolo	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	225.00
3560 - First Financial Bank / Credit Cards	APWA 0000152091	19-training-Facilities & Grounds Management- Boruff	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	150.00
Account <b>53160 - Instruction</b> Totals Invoice Transactions 2										<u>\$375.00</u>
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	5008-001 0425	19-City Hall- water/sewer bill - April 2025	Paid by Check # 80084		05/14/2025	05/14/2025	05/14/2025		05/14/2025	914.29
208 - City Of Bloomington Utilities	200249-001 0425	19-Temp Mtr-Graffiti Team-water/sewer bill- April 2025	Paid by Check # 80084		05/14/2025	05/14/2025	05/14/2025		05/14/2025	16.16
Account <b>53530 - Water and Sewer</b> Totals Invoice Transactions 2										<u>\$930.45</u>
Account <b>53610 - Building Repairs</b>										
9281 - Jack Henry Bryant (H and K Maintenance LLC)	INV-0000640	19 - SA mowing- various facilities-April 2025	Paid by EFT # 65564		05/13/2025	05/13/2025	05/23/2025		05/23/2025	1,765.00
1537 - Indiana Door & Hardware Specialties, INC	1482AA	19-Old Hospital Site- Schlage 1 AA/Sargent C/AA1 & M Keys- 1/15/24	Paid by Check # 80104		05/13/2025	05/13/2025	05/23/2025		05/23/2025	45.00
1537 - Indiana Door & Hardware Specialties, INC	1506AA	19-New closer on main entry door replaced- 1/19/24	Paid by Check # 80104		05/13/2025	05/13/2025	05/23/2025		05/23/2025	250.00
1537 - Indiana Door & Hardware Specialties, INC	1654AA	19-Dark bronze mortise cylinder housing- 2/22/24	Paid by Check # 80104		05/13/2025	05/13/2025	05/23/2025		05/23/2025	237.00
1537 - Indiana Door & Hardware Specialties, INC	1843AA	19-(3) BA2 & (15) AN12 Keys-4/25/24	Paid by Check # 80104		05/13/2025	05/13/2025	05/23/2025		05/23/2025	78.00
1537 - Indiana Door & Hardware Specialties, INC	2024AA	19-AP2 key cut from stock blank-6/18/24	Paid by Check # 80104		05/13/2025	05/13/2025	05/23/2025		05/23/2025	6.00
1537 - Indiana Door & Hardware Specialties, INC	6798AA	19-keys cut from stock- Street/Fleet/Traffic/ACC -1/24/25	Paid by Check # 80104		05/13/2025	05/13/2025	05/23/2025		05/23/2025	135.00



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Fund <b>1101 - General</b>										
Department <b>19 - Facilities Maintenance</b>										
Program <b>190000 - Main</b>										
Account <b>53610 - Building Repairs</b>										
393 - Kone INC	871685054	19-SA-City Hall elevator maintenance May 2025	Paid by EFT # 65660		05/13/2025	05/13/2025	05/23/2025		05/23/2025	387.62
393 - Kone INC	871618480	19-SA-City Hall elevator maintenance March 2025	Paid by EFT # 65660		05/13/2025	05/13/2025	05/23/2025		05/23/2025	387.62
7402 - Nature's Way, INC	660	19 - SA City Hall plant care May 2025	Paid by EFT # 65686		05/13/2025	05/13/2025	05/23/2025		05/23/2025	371.10
7402 - Nature's Way, INC	16	19 - SA City Hall plant care March 2025	Paid by EFT # 65686		05/13/2025	05/13/2025	05/23/2025		05/23/2025	371.10
7402 - Nature's Way, INC	180	19 - SA City Hall plant care April 2025	Paid by EFT # 65686		05/13/2025	05/13/2025	05/23/2025		05/23/2025	371.10
6688 - SSW Enterprises, LLC (Office Pride)	Inv-258420	19-CH/off site facilities-cleaning services-April 2025	Paid by EFT # 65731		05/13/2025	05/13/2025	05/23/2025		05/23/2025	17,488.23
1420 - Richard Trinkle (Trinkle SnowPlowing LLC)	221294FAC	19 - snow plowing/salt spread-2/16 & 2/20/25	Paid by EFT # 65757		05/13/2025	05/13/2025	05/23/2025		05/23/2025	615.00
Account <b>53610 - Building Repairs</b> Totals									Invoice Transactions 14	<u>\$22,507.77</u>
Account <b>54510 - Other Capital Outlays</b>										
9488 - Rogers Remodeling LLC	2025-01-06#6	19-CORRRemove termite damaged top plate/replaced new-2541 W. 3rd	Paid by EFT # 65718		05/13/2025	05/13/2025	05/23/2025		05/23/2025	400.00
9488 - Rogers Remodeling LLC	2025-5-13	19-remove overhang & cut middle 5 rafters to 2541 W. 3rd	Paid by EFT # 65718		05/13/2025	05/13/2025	05/23/2025		05/23/2025	1,300.00
Account <b>54510 - Other Capital Outlays</b> Totals									Invoice Transactions 2	<u>\$1,700.00</u>
Program <b>190000 - Main</b> Totals									Invoice Transactions 27	<u>\$26,893.85</u>
Department <b>19 - Facilities Maintenance</b> Totals									Invoice Transactions 27	<u>\$26,893.85</u>
Department <b>20 - Street</b>										
Program <b>20CRED - STREET CRED</b>										
Account <b>54510 - Other Capital Outlays</b>										
9577 - Kimley-Horn and Associates, INC	268889000-0325	07-Grimes at Walnut Signal-3/1-3/31/25	Paid by EFT # 65656		05/13/2025	05/13/2025	05/23/2025		05/23/2025	15,720.00
19278 - Milestone Contractors, LP	MILEENG24DW TN-5	20-ENG 2024 Downtown Maint. Proj-2/01-4/30/25-App 5	Paid by EFT # 65679		05/13/2025	05/13/2025	05/23/2025		05/23/2025	19,551.71



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<b>Fund 1101 - General</b>										
Department <b>20 - Street</b>										
Program <b>20CRED - STREET CRED</b>										
Account <b>54510 - Other Capital Outlays</b>										
19278 - Milestone Contractors, LP	MILWIN&ROG-APP1	20-Winslow/Rogers Resurfacing Project 01/17/25-04/28/25 App 1	Paid by EFT # 65680		05/13/2025	05/13/2025	05/23/2025		05/23/2025	35,391.75
								Account <b>54510 - Other Capital Outlays</b> Totals	Invoice Transactions 3	<u>\$70,663.46</u>
								Program <b>20CRED - STREET CRED</b> Totals	Invoice Transactions 3	<u>\$70,663.46</u>
								Department <b>20 - Street</b> Totals	Invoice Transactions 3	<u>\$70,663.46</u>
Department <b>26 - Parking</b>										
Program <b>26CRED - PARKING CRED</b>										
Account <b>54510 - Other Capital Outlays</b>										
7453 - Browning Chapman, LLC	BRWNMORTWA L-APP1	26-Morton & Walnut St Garages repairs -thru 03/31/25-APP 1	Paid by EFT # 65563		05/13/2025	05/13/2025	05/23/2025		05/23/2025	48,450.00
6197 - CE Solutions, INC	24-206-04	26-Morton & Walnut Garages-Repairs/Waterproofing-04/30/25	Paid by EFT # 65571		05/13/2025	05/13/2025	05/23/2025		05/23/2025	8,288.60
								Account <b>54510 - Other Capital Outlays</b> Totals	Invoice Transactions 2	<u>\$56,738.60</u>
								Program <b>26CRED - PARKING CRED</b> Totals	Invoice Transactions 2	<u>\$56,738.60</u>
								Department <b>26 - Parking</b> Totals	Invoice Transactions 2	<u>\$56,738.60</u>
Department <b>28 - ITS</b>										
Program <b>280000 - Main</b>										
Account <b>52420 - Other Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	11CQ-99R6-46QR	28-32 Count AAA Batteries for ITS	Paid by EFT # 65538		05/13/2025	05/13/2025	05/23/2025		05/23/2025	18.01
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	11CQ-99R6-49CN	28-TSG iPad Pencil	Paid by EFT # 65538		05/13/2025	05/13/2025	05/23/2025		05/23/2025	99.00
								Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 2	<u>\$117.01</u>
Account <b>53210 - Telephone</b>										
6870 - Carahsoft Technology Corporation	IN1937162	28-Zoom ITS 2025-26 Annual Phone Overages 02/28/25-03/30/25	Paid by EFT # 65568		05/13/2025	05/13/2025	05/23/2025		05/23/2025	17.87
6870 - Carahsoft Technology Corporation	IN1957000A	28-Zoom ITS Portion 2025-26 Annual Phone Accounts	Paid by EFT # 65568		05/13/2025	05/13/2025	05/23/2025		05/23/2025	54,363.74
								Account <b>53210 - Telephone</b> Totals	Invoice Transactions 2	<u>\$54,381.61</u>



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Fund <b>1101 - General</b>										
Department <b>28 - ITS</b>										
Program <b>280000 - Main</b>										
Account <b>53220 - Postage</b>										
3560 - First Financial Bank / Credit Cards	448474519	28-USPS Postage Return of Hard Drive- 4/23/25	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	20.22
Account <b>53220 - Postage</b> Totals Invoice Transactions 1										<u>\$20.22</u>
Account <b>53640 - Hardware and Software Maintenance</b>										
3989 - Ricoh USA, INC	5071303528	28-City Civil Copier/Printer Maint 03/01/25-03/31/25	Paid by EFT # 65713		05/13/2025	05/13/2025	05/23/2025		05/23/2025	29.11
3989 - Ricoh USA, INC	5071303614	28-City Civil Copier/Printer Maint 03/01/25-03/31/25	Paid by EFT # 65713		05/13/2025	05/13/2025	05/23/2025		05/23/2025	1,514.37
3989 - Ricoh USA, INC	5071303615	28-ACC/BPD Copier/Printer Maint 3/01/25-03/31/25	Paid by EFT # 65713		05/13/2025	05/13/2025	05/23/2025		05/23/2025	242.07
Account <b>53640 - Hardware and Software Maintenance</b> Totals Invoice Transactions 3										<u>\$1,785.55</u>
Account <b>53910 - Dues and Subscriptions</b>										
7344 - Periodic INC	1436	28- Online Booking Subscriptions April 2025	Paid by EFT # 65699		05/13/2025	05/13/2025	05/23/2025		05/23/2025	153.00
7344 - Periodic INC	1437	28- Marketplace Hosting 04/24/25- 04/23/26	Paid by EFT # 65699		05/13/2025	05/13/2025	05/23/2025		05/23/2025	5,400.00
8441 - Promevo Holdings, INC (Promevo, LLC)	261143	28-Google Voice 04/01/25-04/30/25	Paid by EFT # 65704		05/13/2025	05/13/2025	05/23/2025		05/23/2025	48.32
8441 - Promevo Holdings, INC (Promevo, LLC)	261205	28-Google Workspace 04/01/25-04/30/25	Paid by EFT # 65704		05/13/2025	05/13/2025	05/23/2025		05/23/2025	33.60
3560 - First Financial Bank / Credit Cards	2104885245	28-Amazon Web Services 03/01/25- 03/31/25	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	.58
3560 - First Financial Bank / Credit Cards	k6r42dms	28-BlueSky - Zoom Timer Subscription 04/04/25	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	89.95
3560 - First Financial Bank / Credit Cards	241777	28-Parted Magic - quarterly subscription 04/13/25	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	13.00
3560 - First Financial Bank / Credit Cards	176909351	28-SquareSpace Website bloomington.dev 2025 Reg-4/25'-4/26'	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	12.00



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Fund <b>1101 - General</b>										
Department <b>28 - ITS</b>										
Program <b>280000 - Main</b>										
Account <b>53910 - Dues and Subscriptions</b>										
3560 - First Financial Bank / Credit Cards	176909410	28-SquareSpace Website bton.in 2025 Reg-4/25'-4/26'	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	12.00
3560 - First Financial Bank / Credit Cards	CC72C925-0055	28- Submittable - Application Submission Software 04/27-05/27/25	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	119.00
3560 - First Financial Bank / Credit Cards	INV302049823	28-Zoom-Monthly Subscription Fees 04/20/25-05/19/25	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	430.00
3560 - First Financial Bank / Credit Cards	V16258729764 8218	28-Google - Website 03/01/25-03/31/25	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	230.01
3560 - First Financial Bank / Credit Cards	300009805	28-GMIS - 2025 Membership-Level 4	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	625.00
3560 - First Financial Bank / Credit Cards	E0400VWO15	28-Microsoft - 365 App for HAND Ipad Annual Sub-4/25'-4/26'	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	105.93
Account <b>53910 - Dues and Subscriptions</b> Totals									Invoice Transactions 14	\$7,272.39
Account <b>53990 - Other Services and Charges</b>										
6728 - Precision Quality Contracting, LLC	INCOB240762	28- Seminary Park Wi-Fi - Exterior Box & AP Deploymt	Paid by EFT # 65702		05/13/2025	05/13/2025	05/23/2025		05/23/2025	2,825.00
Account <b>53990 - Other Services and Charges</b> Totals									Invoice Transactions 1	\$2,825.00
Account <b>54420 - Purchase of Equipment</b>										
8437 - AVI Systems, INC	88982836	28-Chambers Wireless Mic Systems, service call on 5/23/24	Paid by EFT # 65546		05/13/2025	05/13/2025	05/23/2025		05/23/2025	631.83
Account <b>54420 - Purchase of Equipment</b> Totals									Invoice Transactions 1	\$631.83
Program <b>280000 - Main</b> Totals									Invoice Transactions 24	\$67,033.61
Department <b>28 - ITS</b> Totals									Invoice Transactions 24	\$67,033.61
Fund <b>1101 - General</b> Totals									Invoice Transactions 186	\$336,787.31
Fund <b>2201 - Motor Vehicle Highway</b>										
Department <b>20 - Street</b>										
Program <b>200000 - Main</b>										
Account <b>52210 - Institutional Supplies</b>										
313 - Fastenal Company	INBLM238768	20-Safety Supplies-paint, vests	Paid by EFT # 65612		05/13/2025	05/13/2025	05/23/2025		05/23/2025	226.85
Account <b>52210 - Institutional Supplies</b> Totals									Invoice Transactions 1	\$226.85



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Fund <b>2201 - Motor Vehicle Highway</b>										
Department <b>20 - Street</b>										
Program <b>200000 - Main</b>										
Account <b>52340 - Other Repairs and Maintenance</b>										
294 - All-Phase Electric Supply, INC	0740-1027798	20-Signal street light shields- Rockport & Tapp	Paid by EFT # 65537		05/13/2025	05/13/2025	05/23/2025		05/23/2025	283.15
413 - Bloomington Paint & Wallpaper Co	XB6F4	20-Latex Traffic Paint- 5/1/25	Paid by Check # 80095		05/13/2025	05/13/2025	05/23/2025		05/23/2025	158.35
Account <b>52340 - Other Repairs and Maintenance</b> Totals Invoice Transactions 2										<hr/> \$441.50
Account <b>52420 - Other Supplies</b>										
409 - Black Lumber Co. INC	601335	20-(2) 1-1/4 In. Flex Putty Knife	Paid by EFT # 65555		05/13/2025	05/13/2025	05/23/2025		05/23/2025	5.98
409 - Black Lumber Co. INC	601890	20-8 x 1 1/4 multi purp handy pk for Mowing Crew	Paid by EFT # 65555		05/13/2025	05/13/2025	05/23/2025		05/23/2025	9.99
409 - Black Lumber Co. INC	601860	20-Compressor and cleaning sup. for Traffic wet cabinet spray do	Paid by EFT # 65555		05/13/2025	05/13/2025	05/23/2025		05/23/2025	384.91
409 - Black Lumber Co. INC	601775	20-Dawn dish soap for Traffic walk behind sprayer	Paid by EFT # 65555		05/13/2025	05/13/2025	05/23/2025		05/23/2025	3.89
409 - Black Lumber Co. INC	601966	20-Scotts Thick R Law 4000 SQ FT for Sidewalk Crew	Paid by EFT # 65555		05/13/2025	05/13/2025	05/23/2025		05/23/2025	62.99
4574 - John Deere Financial f.s.b. (Rural King)	343472	20-Universal Dual Pur Coupler Locks for Paving Crew	Paid by Check # 80106		05/13/2025	05/13/2025	05/23/2025		05/23/2025	79.98
8658 - Kleindorfer's Hardware LLC	784186	20-(4) Shackles for Street Cut Crew	Paid by EFT # 65658		05/13/2025	05/13/2025	05/23/2025		05/23/2025	43.96
8658 - Kleindorfer's Hardware LLC	784731	20-Microfiber cloths, glass cleaner, detailer, tire cleaner	Paid by EFT # 65658		05/13/2025	05/13/2025	05/23/2025		05/23/2025	27.26
8658 - Kleindorfer's Hardware LLC	800171	20-Broom, detailer for Paving Crew	Paid by EFT # 65658		05/13/2025	05/13/2025	05/23/2025		05/23/2025	14.58
8658 - Kleindorfer's Hardware LLC	784820	20-(12) Sprayers, (2) putty knives (20 hyde scraper for Paving	Paid by EFT # 65658		05/13/2025	05/13/2025	05/23/2025		05/23/2025	415.84
8658 - Kleindorfer's Hardware LLC	784537	20-Handle, (2) flat shovel for Street Cut Crew	Paid by EFT # 65658		05/13/2025	05/13/2025	05/23/2025		05/23/2025	40.47
8658 - Kleindorfer's Hardware LLC	784193	20-Rain Suit	Paid by EFT # 65658		05/13/2025	05/13/2025	05/23/2025		05/23/2025	26.49
Account <b>52420 - Other Supplies</b> Totals Invoice Transactions 12										<hr/> \$1,116.34



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<b>Fund 2201 - Motor Vehicle Highway</b>										
Department <b>20 - Street</b>										
Program <b>200000 - Main</b>										
Account <b>53130 - Medical</b>										
231 - IU Health OCC Health Services	00167893-00	20-DOT 5 Panel Screen for S. McNeely-4/8/25	Paid by EFT # 65647		05/13/2025	05/13/2025	05/23/2025		05/23/2025	55.00
231 - IU Health OCC Health Services	00167892-00	20-DOT 5 Panel Screen for G. Hawkins-4/8/25	Paid by EFT # 65647		05/13/2025	05/13/2025	05/23/2025		05/23/2025	55.00
Account <b>53130 - Medical</b> Totals									Invoice Transactions 2	<b>\$110.00</b>
Account <b>53150 - Communications Contract</b>										
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	515185	20-Radio Service for Street Vehicles 05/01/25-05/31/25	Paid by EFT # 65605		05/13/2025	05/13/2025	05/23/2025		05/23/2025	2,321.25
Account <b>53150 - Communications Contract</b> Totals									Invoice Transactions 1	<b>\$2,321.25</b>
Account <b>53230 - Travel</b>										
3560 - First Financial Bank / Credit Cards	90310535	20-hotel-APWA Accreditation-Columbia, MO-4/8-4/10	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	248.54
3560 - First Financial Bank / Credit Cards	1011653	20-fuel-APWA Accreditation-Columbia, MO-4/8-4/10	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	70.00
Account <b>53230 - Travel</b> Totals									Invoice Transactions 2	<b>\$318.54</b>
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	13885-002 0425	20-Traffic Bldg-water/sewer bill-April 2025	Paid by Check # 80084		05/14/2025	05/14/2025	05/14/2025		05/14/2025	122.30
208 - City Of Bloomington Utilities	16073-002 0425	20-Street Dept-water/sewer bill-April 2025	Edit		05/21/2025	05/21/2025	05/21/2025			308.33
208 - City Of Bloomington Utilities	200669-008 0425	20-Street Dept-fire hydrant-water/sewer bill-April 2025	Edit		05/21/2025	05/21/2025	05/21/2025			47.22
Account <b>53530 - Water and Sewer</b> Totals									Invoice Transactions 3	<b>\$477.85</b>
Account <b>53920 - Laundry and Other Sanitation Services</b>										
19171 - Vestis Group, INC (FKA Aramark)	4080180516	20-mat/towel service-4/30/2025	Paid by EFT # 65763		05/13/2025	05/13/2025	05/23/2025		05/23/2025	42.50
19171 - Vestis Group, INC (FKA Aramark)	4080181509	20-uniform rental (minus payroll ded)-5/7/25	Paid by EFT # 65763		05/13/2025	05/13/2025	05/23/2025		05/23/2025	11.36
19171 - Vestis Group, INC (FKA Aramark)	4080181510	20-mat/towel services-5/7/25	Paid by EFT # 65763		05/13/2025	05/13/2025	05/23/2025		05/23/2025	42.50
19171 - Vestis Group, INC (FKA Aramark)	4080179494	20-uniform rental (minus payroll ded)-4/23/25	Paid by EFT # 65763		05/13/2025	05/13/2025	05/23/2025		05/23/2025	11.36



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<b>Fund 2201 - Motor Vehicle Highway</b>										
Department <b>20 - Street</b>										
Program <b>200000 - Main</b>										
Account <b>53920 - Laundry and Other Sanitation Services</b>										
19171 - Vestis Group, INC (FKA Aramark)	4080180515	20-uniform rental (minus payroll ded)-4/30/25	Paid by EFT # 65763		05/13/2025	05/13/2025	05/23/2025		05/23/2025	11.36
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals										Invoice Transactions 5
										<u>\$119.08</u>
Account <b>53950 - Landfill</b>										
60 - Formerly MCSWMD Waste Reduction District of Monroe County	19-2025	20-Disposal Fees for pavement marking paint (2)-4/30/25	Paid by EFT # 65768		05/13/2025	05/13/2025	05/23/2025		05/23/2025	71.54
Account <b>53950 - Landfill</b> Totals										Invoice Transactions 1
										<u>\$71.54</u>
Account <b>53990 - Other Services and Charges</b>										
51538 - Economy Termite & Pest Control, INC	67062	20-Quarterly Pest Control Services 05/05/25	Paid by EFT # 65604		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
902 - Indiana Underground Plant Protection Service, INC	INV-14582	20-IN 811-Ticket Fees for Line Locates April 2025 (680)	Paid by EFT # 65641		05/13/2025	05/13/2025	05/23/2025		05/23/2025	646.00
19444 - Jeffery D Todd (Todd Septic Tank Service)	11728	20-Pump salt water collection tanks 04/17/25	Paid by EFT # 65753		05/13/2025	05/13/2025	05/23/2025		05/23/2025	225.00
Account <b>53990 - Other Services and Charges</b> Totals										Invoice Transactions 3
										<u>\$996.00</u>
Program <b>200000 - Main</b> Totals										Invoice Transactions 32
										<u>\$6,198.95</u>
Department <b>20 - Street</b> Totals										Invoice Transactions 32
										<u>\$6,198.95</u>
Fund <b>2201 - Motor Vehicle Highway</b> Totals										Invoice Transactions 32
										<u>\$6,198.95</u>
<b>Fund 2202 - Local Road and Street</b>										
Department <b>20 - Street</b>										
Program <b>200000 - Main</b>										
Account <b>52330 - Street , Alley, and Sewer Material</b>										
334 - Irving Materials, INC	11540735	20-Concrete Materials class A Stone-Stands Dr/Cedarwood Cir-4/7	Paid by EFT # 65646		05/13/2025	05/13/2025	05/23/2025		05/23/2025	930.00
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals										Invoice Transactions 1
										<u>\$930.00</u>
Account <b>52420 - Other Supplies</b>										
9170 - Southern Indiana Trailer Sales LLC	526299	20-2025 Rice Tilt Trailer for Paving Crew	Paid by EFT # 65730		05/13/2025	05/13/2025	05/23/2025		05/23/2025	7,100.00
Account <b>52420 - Other Supplies</b> Totals										Invoice Transactions 1
										<u>\$7,100.00</u>



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Fund <b>2202 - Local Road and Street</b>										
Department <b>20 - Street</b>										
Program <b>200000 - Main</b>										
Account <b>53520 - Street Lights / Traffic Signals</b>										
223 - Duke Energy	9101229495364	06-1st Street Recon- 25P elec chgs 3/28-4/28/25	Paid by Check # 80088		05/14/2025	05/14/2025	05/14/2025		05/14/2025	21,238.44
Account <b>53520 - Street Lights / Traffic Signals</b> Totals							Invoice Transactions	1		\$21,238.44
Program <b>200000 - Main</b> Totals							Invoice Transactions	3		\$29,268.44
Department <b>20 - Street</b> Totals							Invoice Transactions	3		\$29,268.44
Fund <b>2202 - Local Road and Street</b> Totals							Invoice Transactions	3		\$29,268.44
Fund <b>2207 - Parking Meter</b>										
Department <b>26 - Parking</b>										
Program <b>260000 - Main</b>										
Account <b>52340 - Other Repairs and Maintenance</b>										
313 - Fastenal Company	INBLM238619	26-plastic wire ties for special event posting	Paid by EFT # 65612		05/13/2025	05/13/2025	05/23/2025		05/23/2025	156.56
Account <b>52340 - Other Repairs and Maintenance</b> Totals							Invoice Transactions	1		\$156.56
Account <b>53150 - Communications Contract</b>										
4264 - IPS Group, INC	INV110358	26-bank fees and communication fees for April 2025	Paid by EFT # 65645		05/13/2025	05/13/2025	05/23/2025		05/23/2025	9,564.75
Account <b>53150 - Communications Contract</b> Totals							Invoice Transactions	1		\$9,564.75
Account <b>53640 - Hardware and Software Maintenance</b>										
54432 - T2 Systems, INC	R020671	26-ROVR BMV hits for owner infor for parking tickets April 2025	Paid by EFT # 65740		05/13/2025	05/13/2025	05/23/2025		05/23/2025	1,480.05
Account <b>53640 - Hardware and Software Maintenance</b> Totals							Invoice Transactions	1		\$1,480.05
Account <b>53830 - Bank Charges</b>										
4264 - IPS Group, INC	INV110358	26-bank fees and communication fees for April 2025	Paid by EFT # 65645		05/13/2025	05/13/2025	05/23/2025		05/23/2025	4,408.56
Account <b>53830 - Bank Charges</b> Totals							Invoice Transactions	1		\$4,408.56
Account <b>53990 - Other Services and Charges</b>										
3526 - Hawkins & Son Towing	25-9474	26-remove abandoned van from Walnut St Garage-5/7/25	Paid by EFT # 65630		05/13/2025	05/13/2025	05/23/2025		05/23/2025	135.00
6688 - SSW Enterprises, LLC (Office Pride)	Inv-262229	26-parking services office cleaning 05/01/25	Paid by EFT # 65731		05/13/2025	05/13/2025	05/23/2025		05/23/2025	309.60



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Fund <b>2207 - Parking Meter</b>										
Department <b>26 - Parking</b>										
Program <b>260000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
204 - State Of Indiana	7346706	26-BMV owner information for towing April 2025	Paid by Check # 80113		05/13/2025	05/13/2025	05/23/2025		05/23/2025	15.00
19278 - Milestone Contractors, LP	MILEENG24DW TN-5	20-ENG 2024 Downtown Maint. Proj- 2/01-4/30/25-App 5	Paid by EFT # 65679		05/13/2025	05/13/2025	05/23/2025		05/23/2025	2,588.75
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions	4		\$3,048.35
Program <b>260000 - Main</b> Totals							Invoice Transactions	8		\$18,658.27
Department <b>26 - Parking</b> Totals							Invoice Transactions	8		\$18,658.27
Fund <b>2207 - Parking Meter</b> Totals							Invoice Transactions	8		\$18,658.27
Fund <b>2209 - LIT – Economic Development</b>										
Department <b>04 - Economic &amp; Sustainable Dev</b>										
Program <b>040000 - Main</b>										
Account <b>53960 - Grants</b>										
656 - B&L Sheet Metal and Roofing, INC	2251429	04-Repairs & Energy Efficient Improvements to BCT for PARKS	Paid by EFT # 65549		05/13/2025	05/13/2025	05/23/2025		05/23/2025	97,450.00
9779 - Thomas Domian (Novus Cycling)	ZEROINBLM-04.25	04-Spring into Sustainability Challenge Award 04/28/25	Paid by EFT # 65598		05/13/2025	05/13/2025	05/23/2025		05/23/2025	400.00
9063 - Donovan Energy	2641	04-Municipal Energy Efficiency & Decarb Proj Mgmt PH 3- 4/30/25	Paid by EFT # 65599		05/13/2025	05/13/2025	05/23/2025		05/23/2025	22,618.18
9063 - Donovan Energy	2642	04- Municipal Energy Efficiency & Decarb Proj Mgmt PH 5 - 4/30/25	Paid by EFT # 65599		05/13/2025	05/13/2025	05/23/2025		05/23/2025	1,770.46
6330 - Marshall Security LLC	3761	04-Unarmed Security Officers for Earth Day Event 04/19/25	Paid by EFT # 65672		05/13/2025	05/13/2025	05/23/2025		05/23/2025	600.00
9255 - Self-Titled Vegetarian Kitchen LLC	402	04-Catering for Artist Party Event 4/10/2025	Paid by EFT # 65724		05/13/2025	05/13/2025	05/23/2025		05/23/2025	950.00
13706 - Sunbelt Rentals, INC	167164919-0001	04-Equipment Rental for Public Art Installation 4/2-4/10	Paid by EFT # 65736		05/13/2025	05/13/2025	05/23/2025		05/23/2025	1,535.17
8448 - TEN31 Marketing LLC	3096	04-Marketing Services for Go Bloomington April 2025	Paid by EFT # 65743		05/13/2025	05/13/2025	05/23/2025		05/23/2025	7,318.00



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Fund <b>2209 - LIT – Economic Development</b>										
Department <b>04 - Economic &amp; Sustainable Dev</b>										
Program <b>040000 - Main</b>										
Account <b>53960 - Grants</b>										
9734 - Jared Thompson	BGHIP-04.2025	04-Bloomington Green Home Improvement Prog Rebate	Paid by EFT # 65750		05/13/2025	05/13/2025	05/23/2025		05/23/2025	5,000.00
3560 - First Financial Bank / Credit Cards	177490235	04-Web Domain & 1-yr Website for Project 46-4/11/25-4/11/26	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	276.00
3560 - First Financial Bank / Credit Cards	177499137	04-Web Domanproject46region alclimatealliance.com 3 years-end 28'	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	54.00
							Account <b>53960 - Grants</b> Totals	Invoice Transactions	11	<div></div> \$137,971.81
							Program <b>040000 - Main</b> Totals	Invoice Transactions	11	<div></div> \$137,971.81
							Department <b>04 - Economic &amp; Sustainable Dev</b> Totals	Invoice Transactions	11	<div></div> \$137,971.81
Department <b>06 - Controller's Office</b>										
Program <b>060000 - Main</b>										
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b>										
910 - Forvis Mazars, LLP	2456010	06-Assistance with preparation-2023 GAAP Financial Statements	Paid by EFT # 65616		05/13/2025	05/13/2025	05/23/2025		05/23/2025	22,050.00
910 - Forvis Mazars, LLP	2503874	06-Assistance with preparation-2023 GAAP Financial Stmts	Paid by EFT # 65616		05/13/2025	05/13/2025	05/23/2025		05/23/2025	13,125.00
							Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals	Invoice Transactions	2	<div></div> \$35,175.00
Account <b>53990 - Other Services and Charges</b>										
5648 - Reedy Financial Group, PC	12365	06-Utility Consulting/Water Utility - 4/30/25	Paid by EFT # 65708		05/13/2025	05/13/2025	05/23/2025		05/23/2025	3,180.80
5648 - Reedy Financial Group, PC	12364	06-Utility Consulting/Sewer Utility - 4/30/25	Paid by EFT # 65708		05/13/2025	05/13/2025	05/23/2025		05/23/2025	5,794.55
5648 - Reedy Financial Group, PC	12361	06-Admin/Arbitrage Rebate Consulting- 4/30/25	Paid by EFT # 65708		05/13/2025	05/13/2025	05/23/2025		05/23/2025	4,347.00
5648 - Reedy Financial Group, PC	12366	06-Admin/TIF Financial Consulting/TIF Econ Dev -4/30/25	Paid by EFT # 65708		05/13/2025	05/13/2025	05/23/2025		05/23/2025	4,920.30



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Fund <b>2209 - LIT – Economic Development</b>										
Department <b>06 - Controller's Office</b>										
Program <b>060000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
5648 - Reedy Financial Group, PC	12362	06-Admin/ Financial Plan Consulting/Spec Proj-4/30/25	Paid by EFT # 65708		05/13/2025	05/13/2025	05/23/2025		05/23/2025	13,492.00
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions	5		\$31,734.65
Program <b>060000 - Main</b> Totals							Invoice Transactions	7		\$66,909.65
Department <b>06 - Controller's Office</b> Totals							Invoice Transactions	7		\$66,909.65
Department <b>19 - Facilities Maintenance</b>										
Program <b>190000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
421 - Centerstone Of Indiana, INC	BPW0325b	02-Brighten B-Town Program-3/1-3/18, 3/19-3/31	Paid by EFT # 65572		05/13/2025	05/13/2025	05/23/2025		05/23/2025	40,298.00
421 - Centerstone Of Indiana, INC	BPWV0325	19-Brighten B-Town-DPW Partnership-Van Lease-Jan-March 2025	Paid by EFT # 65572		05/13/2025	05/13/2025	05/23/2025		05/23/2025	1,674.84
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions	2		\$41,972.84
Program <b>190000 - Main</b> Totals							Invoice Transactions	2		\$41,972.84
Department <b>19 - Facilities Maintenance</b> Totals							Invoice Transactions	2		\$41,972.84
Fund <b>2209 - LIT – Economic Development</b> Totals							Invoice Transactions	20		\$246,854.30
Fund <b>2300 - Donations (restricted; not used for capital items)</b>										
Department <b>06 - Controller's Office</b>										
Program <b>400101 - Animal Medical Services</b>										
Account <b>53130 - Medical</b>										
50350 - Arlington Heights Veterinary Hospital, INC	9781	01-Diagnostics chips, emergency visit Hbc	Paid by EFT # 65544		05/13/2025	05/13/2025	05/23/2025		05/23/2025	242.98
50350 - Arlington Heights Veterinary Hospital, INC	12490	01-Emergency visit HBC dog, Nemo wound repair snickers	Paid by EFT # 65544		05/13/2025	05/13/2025	05/23/2025		05/23/2025	692.44
50350 - Arlington Heights Veterinary Hospital, INC	17433	01-X Rays and Diagnostics- Kaytee	Paid by EFT # 65544		05/13/2025	05/13/2025	05/23/2025		05/23/2025	743.53
50350 - Arlington Heights Veterinary Hospital, INC	13917	01-Emergency visit fire kittens, exploratory surgery Sierra	Paid by EFT # 65544		05/13/2025	05/13/2025	05/23/2025		05/23/2025	4,349.03
6529 - BloomingPaws, LLC	736556	01-Bandage Change, wound treatment-Tippy	Paid by EFT # 65558		05/13/2025	05/13/2025	05/23/2025		05/23/2025	109.19
6529 - BloomingPaws, LLC	736619	01-Dental Surgery-Mama Tumtum	Paid by EFT # 65558		05/13/2025	05/13/2025	05/23/2025		05/23/2025	449.52



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Fund <b>2300 - Donations (restricted; not used for capital items)</b>										
Department <b>06 - Controller's Office</b>										
Program <b>400101 - Animal Medical Services</b>										
Account <b>53130 - Medical</b>										
6529 - BloomingPaws, LLC	736500	01-Wound treatment and Emergency Care-Tippy	Paid by EFT # 65558		05/13/2025	05/13/2025	05/23/2025		05/23/2025	1,955.12
6529 - BloomingPaws, LLC	736584	01-Ear canal repair-Koda	Paid by EFT # 65558		05/13/2025	05/13/2025	05/23/2025		05/23/2025	2,034.21
Account <b>53130 - Medical</b> Totals								Invoice Transactions	8	\$10,576.02
Program <b>400101 - Animal Medical Services</b> Totals								Invoice Transactions	8	\$10,576.02
Department <b>06 - Controller's Office</b> Totals								Invoice Transactions	8	\$10,576.02
Fund <b>2300 - Donations (restricted; not used for capital items)</b> Totals								Invoice Transactions	8	\$10,576.02
Fund <b>2402 - ARP COVID Local Fiscal Recovery</b>										
Department <b>12 - Human Resources</b>										
Program <b>G21005 - ARPA COVID Local Fiscal Recovery</b>										
Account <b>53990 - Other Services and Charges</b>										
9662 - InvigorateHR, LLC	1813	12-Inclusive Leadership & Coaching Project Installment 1 of 3	Paid by EFT # 65644		05/13/2025	05/13/2025	05/23/2025		05/23/2025	10,000.00
Account <b>53990 - Other Services and Charges</b> Totals								Invoice Transactions	1	\$10,000.00
Program <b>G21005 - ARPA COVID Local Fiscal Recovery</b> Totals								Invoice Transactions	1	\$10,000.00
Department <b>12 - Human Resources</b> Totals								Invoice Transactions	1	\$10,000.00
Fund <b>2402 - ARP COVID Local Fiscal Recovery</b> Totals								Invoice Transactions	1	\$10,000.00
Fund <b>2407 - Grants Non Approp</b>										
Department <b>20 - Street</b>										
Program <b>G23021 - 6.0 Training Grant (CDL B)</b>										
Account <b>53990 - Other Services and Charges</b>										
1481 - Ivy Tech Community College of Indiana	N1102420004A	20-CDL License Training Street-White & Lessig-4/24/25	Paid by EFT # 65648		05/13/2025	05/13/2025	05/23/2025		05/23/2025	7,990.00
Account <b>53990 - Other Services and Charges</b> Totals								Invoice Transactions	1	\$7,990.00
Program <b>G23021 - 6.0 Training Grant (CDL B)</b> Totals								Invoice Transactions	1	\$7,990.00
Program <b>G24028 - CCMG 2024-2 Winslow/Rogers</b>										
Account <b>54510 - Other Capital Outlays</b>										
19278 - Milestone Contractors, LP	MILWIN&ROG-APP1	20-Winslow/Rogers Resurfacing Project 01/17/25-04/28/25 App 1	Paid by EFT # 65680		05/13/2025	05/13/2025	05/23/2025		05/23/2025	50,219.83
Account <b>54510 - Other Capital Outlays</b> Totals								Invoice Transactions	1	\$50,219.83
Program <b>G24028 - CCMG 2024-2 Winslow/Rogers</b> Totals								Invoice Transactions	1	\$50,219.83
Department <b>20 - Street</b> Totals								Invoice Transactions	2	\$58,209.83
Fund <b>2407 - Grants Non Approp</b> Totals								Invoice Transactions	2	\$58,209.83



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Fund <b>2506 - Community Services</b>										
Department <b>09 - CFRD</b>										
Program <b>090003 - Com Serv - Status of Women</b>										
Account <b>53990 - Other Services and Charges</b>										
16212 - Abell, INC (Abell Nursery & Landscape)	101-41081-01	09-Delivery Fee for 2025 Women's History Month Luncheon Decor	Paid by EFT # 65533		05/13/2025	05/13/2025	05/23/2025		05/23/2025	150.00
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions 1			<u>\$150.00</u>
Program <b>090003 - Com Serv - Status of Women</b> Totals							Invoice Transactions 1			<u>\$150.00</u>
Program <b>090016 - Com Serv - Safe &amp; Civil</b>										
Account <b>53990 - Other Services and Charges</b>										
1138 - BCT Management, INC	1700	09-2025 AsianFest Event Labor, Parking, Tech, Media Fees-3/27	Paid by EFT # 65553		05/13/2025	05/13/2025	05/23/2025		05/23/2025	1,174.80
205 - City Of Bloomington	06032025	09-Rental-SYP Pavilion for SWAGGER Awards-6/3/25	Paid by Check # 80098		05/13/2025	05/13/2025	05/23/2025		05/23/2025	575.00
3560 - First Financial Bank / Credit Cards	1DEEBBC5-0052	09-Safe & Civil City Jotform-Acct 1 mosss-4/25-5/25/25	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	19.00
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions 3			<u>\$1,768.80</u>
Program <b>090016 - Com Serv - Safe &amp; Civil</b> Totals							Invoice Transactions 3			<u>\$1,768.80</u>
Program <b>090018 - CBVN</b>										
Account <b>52420 - Other Supplies</b>										
11693 - The Award Center, INC	62986	09-8 Engraved Glass Awards-Be More Award Recipients 2025	Paid by EFT # 65745		05/13/2025	05/13/2025	05/23/2025		05/23/2025	552.00
Account <b>52420 - Other Supplies</b> Totals							Invoice Transactions 1			<u>\$552.00</u>
Program <b>090018 - CBVN</b> Totals							Invoice Transactions 1			<u>\$552.00</u>
Program <b>090021 - Children &amp; Youths</b>										
Account <b>52420 - Other Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1WYJ-FNPX-N3YV	09-Prizes for 2025 SWAGGER Award Winners-Toys, Games	Paid by EFT # 65538		05/13/2025	05/13/2025	05/23/2025		05/23/2025	184.64
Account <b>52420 - Other Supplies</b> Totals							Invoice Transactions 1			<u>\$184.64</u>
Program <b>090021 - Children &amp; Youths</b> Totals							Invoice Transactions 1			<u>\$184.64</u>
Program <b>090025 - Blgtn/Mo Co Human Rights Comm</b>										
Account <b>53990 - Other Services and Charges</b>										
4549 - Kroger Limited Partnership I	081497	09-Drinks and Snacks for BHRC Art & Essay Contest Reception-4/24	Paid by Check # 80107		05/13/2025	05/13/2025	05/23/2025		05/23/2025	50.51



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<b>Fund 2506 - Community Services</b>										
Department <b>09 - CFRD</b>										
Program <b>090025 - Blgtn/Mo Co Human Rights Comm</b>										
Account <b>53990 - Other Services and Charges</b>										
4549 - Kroger Limited Partnership I	086345	09-Drinks and Snacks for BHRC Art & Essay Contest Reception-4/24	Paid by Check # 80107		05/13/2025	05/13/2025	05/23/2025		05/23/2025	20.99
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions	2		\$71.50
Program <b>090025 - Blgtn/Mo Co Human Rights Comm</b> Totals							Invoice Transactions	2		\$71.50
Department <b>09 - CFRD</b> Totals							Invoice Transactions	8		\$2,726.94
Fund <b>2506 - Community Services</b> Totals							Invoice Transactions	8		\$2,726.94
<b>Fund 2512 - Non-Reverting Telecom (S1146)</b>										
Department <b>25 - Telecommunications</b>										
Program <b>254000 - Infrastructure</b>										
Account <b>53640 - Hardware and Software Maintenance</b>										
902 - Indiana Underground Plant Protection Service, INC	INV-14583	28- BDU 811 Line Location Service April 2025	Paid by EFT # 65641		05/13/2025	05/13/2025	05/23/2025		05/23/2025	266.00
13482 - Northern Lights Locating & Inspection, INC	19058	28- BDU Line Locates March 2025-incl over allowance	Paid by EFT # 65689		05/13/2025	05/13/2025	05/23/2025		05/23/2025	3,900.00
Account <b>53640 - Hardware and Software Maintenance</b> Totals							Invoice Transactions	2		\$4,166.00
Account <b>53750 - Rentals - Other</b>										
203 - INDIANA UNIVERSITY	95802635	25 - IU Data Center 04/01/25-04/30/25	Paid by Check # 80105		05/13/2025	05/13/2025	05/23/2025		05/23/2025	85.00
203 - INDIANA UNIVERSITY	95826358	25 - IU Data Center 05/01/25-05/31/25	Paid by Check # 80105		05/13/2025	05/13/2025	05/23/2025		05/23/2025	820.00
Account <b>53750 - Rentals - Other</b> Totals							Invoice Transactions	2		\$905.00
Program <b>254000 - Infrastructure</b> Totals							Invoice Transactions	4		\$5,071.00
Program <b>256000 - Services</b>										
Account <b>53150 - Communications Contract</b>										
4170 - Comcast Cable Communications, INC	1190176353050825	28-3940 N Kinser Pike-business serv/equip chgs-05/21/25-06/20/25	Paid by Check # 80086		05/14/2025	05/14/2025	05/14/2025		05/14/2025	169.95
Account <b>53150 - Communications Contract</b> Totals							Invoice Transactions	1		\$169.95
Account <b>54450 - Equipment</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	16H6-GHLJ-NFP7	28-(2) CAPR Parks iPad Case (2)	Paid by EFT # 65538		05/13/2025	05/13/2025	05/23/2025		05/23/2025	53.18
6222 - Apple, INC	MB69853828	28-(2) iPad for Parks Rosehill	Paid by EFT # 65542		05/13/2025	05/13/2025	05/23/2025		05/23/2025	1,276.00



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Fund <b>2512 - Non-Reverting Telecom (S1146)</b>										
Department <b>25 - Telecommunications</b>										
Program <b>256000 - Services</b>										
Account <b>54450 - Equipment</b>										
53442 - Paragon Micro, INC	S5207792	28-City Civil Capital Replacement CAPR for new staff at OOTM	Paid by EFT # 65695		05/13/2025	05/13/2025	05/23/2025		05/23/2025	2,929.96
Account <b>54450 - Equipment</b> Totals								Invoice Transactions	3	\$4,259.14
Program <b>256000 - Services</b> Totals								Invoice Transactions	4	\$4,429.09
Department <b>25 - Telecommunications</b> Totals								Invoice Transactions	8	\$9,500.09
Fund <b>2512 - Non-Reverting Telecom (S1146)</b> Totals								Invoice Transactions	8	\$9,500.09
Fund <b>2520 - Parking Facilities(S9502)</b>										
Department <b>26 - Parking</b>										
Program <b>260000 - Main</b>										
Account <b>52310 - Building Materials and Supplies</b>										
8658 - Kleindorfer's Hardware LLC	784908	26-grey paint for graffiti, toilet lever, magic erasers	Paid by EFT # 65658		05/13/2025	05/13/2025	05/23/2025		05/23/2025	37.43
Account <b>52310 - Building Materials and Supplies</b> Totals								Invoice Transactions	1	\$37.43
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	9101205764480425	26-4th St Garage-105 W. 4th-elec chgs 03/27/25-04/25/25	Paid by Check # 80087		05/14/2025	05/14/2025	05/14/2025		05/14/2025	1,135.11
223 - Duke Energy	9101231152390425	26-Morton St Garage-212 N Morton-elec chgs- 03/27/25-04/25/25	Paid by Check # 80087		05/14/2025	05/14/2025	05/14/2025		05/14/2025	1,215.56
223 - Duke Energy	9101231257100425	26-Morton St Garage-Elec Car- 212 N Morton St -03/27/25-04/25/25	Paid by Check # 80087		05/14/2025	05/14/2025	05/14/2025		05/14/2025	66.54
223 - Duke Energy	9101229243210525	26-Convention Ctr Pkg Lights-320 S. College-elec chgs 4/2-5/1/25	Paid by Check # 80087		05/14/2025	05/14/2025	05/14/2025		05/14/2025	207.94
223 - Duke Energy	9101231149230525	26-Walnut St Garage-300 N Walnut-elec chgs 4/2-5/1/25	Paid by Check # 80087		05/14/2025	05/14/2025	05/14/2025		05/14/2025	1,128.78
Account <b>53510 - Electrical Services</b> Totals								Invoice Transactions	5	\$3,753.93
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	17195-0040425	26-4th St Garage-water/sewer bill-April 2025	Paid by Check # 80084		05/14/2025	05/14/2025	05/14/2025		05/14/2025	173.12



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<b>Fund 2520 - Parking Facilities(S9502)</b>										
Department <b>26 - Parking</b>										
Program <b>260000 - Main</b>										
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	44482-004 0425	26-Morton St Garage- water/sewer bill-April 2025	Paid by Check # 80084		05/14/2025	05/14/2025	05/14/2025		05/14/2025	57.56
208 - City Of Bloomington Utilities	59613-001 0425	26-Trades Garage-489 W. 10th Street water/sewer -April 2025	Paid by Check # 80084		05/14/2025	05/14/2025	05/14/2025		05/14/2025	151.56
Account <b>53530 - Water and Sewer</b> Totals									Invoice Transactions 3	<u>\$382.24</u>
Account <b>53540 - Natural Gas</b>										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888965- 6032725	26-4th St Garage-105 W. 4th St-gas bill 03/04 -03/26/25-FINAL	Paid by Check # 80091		05/14/2025	05/14/2025	05/14/2025		05/14/2025	37.39
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888965- 6030725	26-4th St Garage-105 W. 4th St-gas bill 02/04/25-03/03/25	Paid by Check # 80091		05/14/2025	05/14/2025	05/14/2025		05/14/2025	48.77
Account <b>53540 - Natural Gas</b> Totals									Invoice Transactions 2	<u>\$86.16</u>
Account <b>53610 - Building Repairs</b>										
321 - Harrell Fish, INC (HFI)	ZW23948	26- thermostat replacement for the 4th St Garage skywalk-1/28	Paid by EFT # 65629		05/13/2025	05/13/2025	05/23/2025		05/23/2025	1,342.00
321 - Harrell Fish, INC (HFI)	ZW24981	26-4th Street Garage public bathrooms clog repair-4/1	Paid by EFT # 65629		05/13/2025	05/13/2025	05/23/2025		05/23/2025	2,105.07
393 - Kone INC	871685059	26-4th St Garage elevator maintenance period May 2025	Paid by EFT # 65660		05/13/2025	05/13/2025	05/23/2025		05/23/2025	1,063.28
393 - Kone INC	871685058	26-Trades District Garage elevator maintenance period- May 2025	Paid by EFT # 65660		05/13/2025	05/13/2025	05/23/2025		05/23/2025	1,063.28
392 - Koorsen Fire & Security, INC	IN00925152	26-Morton inspection, fire alarm, sensitivity, and comp. 4/17	Paid by EFT # 65661		05/13/2025	05/13/2025	05/23/2025		05/23/2025	250.50
392 - Koorsen Fire & Security, INC	IN00925674	26-cap and chain for sprinkler system Trades Garage	Paid by EFT # 65661		05/13/2025	05/13/2025	05/23/2025		05/23/2025	472.50
392 - Koorsen Fire & Security, INC	IN00926769	26-4th St-yearly inspection/backflow/fire alarms & sprinklers	Paid by EFT # 65661		05/13/2025	05/13/2025	05/23/2025		05/23/2025	877.14
392 - Koorsen Fire & Security, INC	IN00928895	26-Trades annual fire inspection, lights, extinguisher	Paid by EFT # 65661		05/13/2025	05/13/2025	05/23/2025		05/23/2025	351.80



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<b>Fund 2520 - Parking Facilities(S9502)</b>										
Department <b>26 - Parking</b>										
Program <b>260000 - Main</b>										
Account <b>53610 - Building Repairs</b>										
392 - Koorsen Fire & Security, INC	IN00935902	26-Trades District Garage qrt fire monitoring 05/01/25-07/31/25	Paid by EFT # 65661		05/13/2025	05/13/2025	05/23/2025		05/23/2025	150.00
392 - Koorsen Fire & Security, INC	IN00935901	26-4th St-quarterly fire monitoring 05/01/25-07/31/25	Paid by EFT # 65661		05/13/2025	05/13/2025	05/23/2025		05/23/2025	120.00
5239 - Mother Nature Landscaping, INC (Turf N'Tree MD)	CMB379-9	26-4th St Garage-mulching, perennials - 5/1/25	Paid by Check # 80109		05/13/2025	05/13/2025	05/23/2025		05/23/2025	1,460.00
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-62024	26-no parking hotel signage for Morton Garage	Paid by EFT # 65712		05/13/2025	05/13/2025	05/23/2025		05/23/2025	665.30
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-61930	26-windmaster for southwest stairwell closure at Morton	Paid by EFT # 65712		05/13/2025	05/13/2025	05/23/2025		05/23/2025	115.56
Account <b>53610 - Building Repairs</b> Totals Invoice Transactions 13										<b>\$10,036.43</b>
Account <b>53640 - Hardware and Software Maintenance</b>										
3397 - Evens Time, INC	90895	26-4th St Gar-install and rewire far exit microphone 04/28/25	Paid by EFT # 65610		05/13/2025	05/13/2025	05/23/2025		05/23/2025	326.78
3397 - Evens Time, INC	90442	26-Morton St Garage-microphone replacement at exit-3/7/25	Paid by EFT # 65610		05/13/2025	05/13/2025	05/23/2025		05/23/2025	634.26
3397 - Evens Time, INC	90714	26-4th St Garage-count and loop repair at exit lane-4/8/25	Paid by EFT # 65610		05/13/2025	05/13/2025	05/23/2025		05/23/2025	825.79
3397 - Evens Time, INC	90719	26-4th St Garage-Middle lane Parker board reprogrammed-4/8/25	Paid by EFT # 65610		05/13/2025	05/13/2025	05/23/2025		05/23/2025	247.99
3397 - Evens Time, INC	90720	26-Trades Gar-change time & battery back up at pay on foot-4/8	Paid by EFT # 65610		05/13/2025	05/13/2025	05/23/2025		05/23/2025	408.38
3397 - Evens Time, INC	90891	26-Morton St Gar-reversible lane parker box replacement-4/22	Paid by EFT # 65610		05/13/2025	05/13/2025	05/23/2025		05/23/2025	1,105.39
3397 - Evens Time, INC	90981	26- 4th St Garage exit microphone replacement-4/29	Paid by EFT # 65610		05/13/2025	05/13/2025	05/23/2025		05/23/2025	648.55



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<b>Fund 2520 - Parking Facilities(S9502)</b>										
Department <b>26 - Parking</b>										
Program <b>260000 - Main</b>										
Account <b>53640 - Hardware and Software Maintenance</b>										
6305 - Parker Technology, LLC	45417	26- help assist call services-all garages & equipment-Jan-April	Paid by EFT # 65696		05/13/2025	05/13/2025	05/23/2025		05/23/2025	26,706.64
Account <b>53640 - Hardware and Software Maintenance</b> Totals									Invoice Transactions 8	\$30,903.78
Account <b>53840 - Lease Payments</b>										
512 - 7th & Walnut , LLC	RENT-June 2025	26-Walnut St Garage-garage rent June 2025	Paid by EFT # 65530		05/13/2025	05/13/2025	05/23/2025		05/23/2025	17,824.79
3887 - Mercury Development Group, LLC	338	26-Morton St Garage-garage rent June 2025	Paid by EFT # 65676		05/13/2025	05/13/2025	05/23/2025		05/23/2025	41,706.45
Account <b>53840 - Lease Payments</b> Totals									Invoice Transactions 2	\$59,531.24
Account <b>53990 - Other Services and Charges</b>										
6688 - SSW Enterprises, LLC (Office Pride)	Inv-262229	26-parking services office cleaning 05/01/25	Paid by EFT # 65731		05/13/2025	05/13/2025	05/23/2025		05/23/2025	100.00
Account <b>53990 - Other Services and Charges</b> Totals									Invoice Transactions 1	\$100.00
Program <b>260000 - Main</b> Totals									Invoice Transactions 35	\$104,831.21
Department <b>26 - Parking</b> Totals									Invoice Transactions 35	\$104,831.21
Fund <b>2520 - Parking Facilities(S9502)</b> Totals									Invoice Transactions 35	\$104,831.21
<b>Fund 2521 - Alternative Transport(S6301)</b>										
Department <b>26 - Parking</b>										
Program <b>260000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
6688 - SSW Enterprises, LLC (Office Pride)	Inv-262229	26-parking services office cleaning 05/01/25	Paid by EFT # 65731		05/13/2025	05/13/2025	05/23/2025		05/23/2025	77.40
Account <b>53990 - Other Services and Charges</b> Totals									Invoice Transactions 1	\$77.40
Program <b>260000 - Main</b> Totals									Invoice Transactions 1	\$77.40
Department <b>26 - Parking</b> Totals									Invoice Transactions 1	\$77.40
Fund <b>2521 - Alternative Transport(S6301)</b> Totals									Invoice Transactions 1	\$77.40
<b>Fund 4401 - Cumulative Capital Improvement - Cigarette Tax</b>										
Department <b>02 - Public Works</b>										
Program <b>020000 - Main</b>										
Account <b>52330 - Street , Alley, and Sewer Material</b>										
9787 - Bloomington Mulch, INC (Bloomington Speedway Mulch)	003162	20-Topsoil for Sidewalk Projects 04/16/25	Paid by EFT # 65561		05/13/2025	05/13/2025	05/23/2025		05/23/2025	539.82



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Fund <b>4401 - Cumulative Capital Improvement - Cigarette Tax</b>										
Department <b>02 - Public Works</b>										
Program <b>020000 - Main</b>										
Account <b>52330 - Street , Alley, and Sewer Material</b>										
334 - Irving Materials, INC	11547421	20-Concrete Materials class A Stone-2415 Oakmont Dr-4/22	Paid by EFT # 65646		05/13/2025	05/13/2025	05/23/2025		05/23/2025	776.00
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals							Invoice Transactions	2		\$1,315.82
Program <b>020000 - Main</b> Totals							Invoice Transactions	2		\$1,315.82
Department <b>02 - Public Works</b> Totals							Invoice Transactions	2		\$1,315.82
Fund <b>4401 - Cumulative Capital Improvement - Cigarette Tax</b> Totals							Invoice Transactions	2		\$1,315.82
Fund <b>4402 - Cumulative Capital Development</b>										
Department <b>02 - Public Works</b>										
Program <b>020000 - Main</b>										
Account <b>52330 - Street , Alley, and Sewer Material</b>										
50944 - Cargill Deicing Techno	2910948417	20-De-icing Salt-342.03 tons-4/28/25	Paid by EFT # 65569		05/13/2025	05/13/2025	05/23/2025		05/23/2025	32,752.79
50944 - Cargill Deicing Techno	2910954602	20-De-icing Salt-303.45 tons-4/29/25	Paid by EFT # 65569		05/13/2025	05/13/2025	05/23/2025		05/23/2025	29,058.37
50944 - Cargill Deicing Techno	291096115	20-De-icing Salt - 354.69 tons-4/30/25	Paid by EFT # 65569		05/13/2025	05/13/2025	05/23/2025		05/23/2025	33,965.13
5149 - E&B Paving, INC	30063116	20-Asphalt for patching Adams St. 04/21/25	Paid by EFT # 65600		05/13/2025	05/13/2025	05/23/2025		05/23/2025	366.80
5149 - E&B Paving, INC	30063149	20-Asphalt for patching Adams St. 04/22/25	Paid by EFT # 65600		05/13/2025	05/13/2025	05/23/2025		05/23/2025	368.55
5149 - E&B Paving, INC	30062953	20-Asphalt for patching Walnut Street 04/09/25	Paid by EFT # 65600		05/13/2025	05/13/2025	05/23/2025		05/23/2025	912.02
5149 - E&B Paving, INC	30062966	20-Asphalt for patching Adams St. 04/10/25	Paid by EFT # 65600		05/13/2025	05/13/2025	05/23/2025		05/23/2025	544.05
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals							Invoice Transactions	7		\$97,967.71
Account <b>52420 - Other Supplies</b>										
11243 - Core & Main, LP	W872462	20-ADA Detectable Plates (Radius & Tile) for Sidewalks	Paid by EFT # 65582		05/13/2025	05/13/2025	05/23/2025		05/23/2025	12,307.00
Account <b>52420 - Other Supplies</b> Totals							Invoice Transactions	1		\$12,307.00
Program <b>020000 - Main</b> Totals							Invoice Transactions	8		\$110,274.71
Department <b>02 - Public Works</b> Totals							Invoice Transactions	8		\$110,274.71



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Fund <b>4402 - Cumulative Capital Development</b>										
Department <b>07 - Engineering</b>										
Program <b>070000 - Main</b>										
Account <b>54310 - Improvements Other Than Building</b>										
9577 - Kimley-Horn and Associates, INC	170594000-0325	07-Kirkwood (Pine to Rogers) Improvements- 3/1-3/31/25	Paid by EFT # 65656		05/13/2025	05/13/2025	05/23/2025		05/23/2025	37,845.00
Account <b>54310 - Improvements Other Than Building</b> Totals							Invoice Transactions	1		\$37,845.00
Program <b>070000 - Main</b> Totals							Invoice Transactions	1		\$37,845.00
Department <b>07 - Engineering</b> Totals							Invoice Transactions	1		\$37,845.00
Fund <b>4402 - Cumulative Capital Development</b> Totals							Invoice Transactions	9		\$148,119.71
Fund <b>4439 - Food and Beverage Tax</b>										
Department <b>06 - Controller's Office</b>										
Program <b>060000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
8305 - Schmidt Associates, INC	2018-067.MCC-8	06-Architectural Design-Convention Ctr- Const DocumentsMarch 2025	Paid by EFT # 65722		05/13/2025	05/13/2025	05/23/2025		05/23/2025	200,222.72
8305 - Schmidt Associates, INC	2018-067.MCC-9	06-Architectural Design-Convention Center-April 2025	Paid by EFT # 65722		05/13/2025	05/13/2025	05/23/2025		05/23/2025	222,349.79
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions	2		\$422,572.51
Program <b>060000 - Main</b> Totals							Invoice Transactions	2		\$422,572.51
Department <b>06 - Controller's Office</b> Totals							Invoice Transactions	2		\$422,572.51
Fund <b>4439 - Food and Beverage Tax</b> Totals							Invoice Transactions	2		\$422,572.51
Fund <b>4653 - City 2016 GO Bond Proceeds</b>										
Department <b>06 - Controller's Office</b>										
Program <b>06016G - 2016 G Sanitation Carts</b>										
Account <b>54510 - Other Capital Outlays</b>										
5697 - Cascade Engineering, INC	251009746	16-200-64 gallon trash cans	Paid by EFT # 65570		05/13/2025	05/13/2025	05/23/2025		05/23/2025	449.75
Account <b>54510 - Other Capital Outlays</b> Totals							Invoice Transactions	1		\$449.75
Program <b>06016G - 2016 G Sanitation Carts</b> Totals							Invoice Transactions	1		\$449.75
Department <b>06 - Controller's Office</b> Totals							Invoice Transactions	1		\$449.75
Fund <b>4653 - City 2016 GO Bond Proceeds</b> Totals							Invoice Transactions	1		\$449.75



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<b>Fund 4667 - Econ Dev LIT Bonds of 2022</b>										
Department <b>06 - Controller's Office</b>										
Program <b>08FIR1 - Fire Station 1</b>										
Account <b>54510 - Other Capital Outlays</b>										
595 - Weddle Bros Construction Co., INC	107673	06-Public Safety Improvements, App 21-FS#3	Paid by EFT # 65770		05/13/2025	05/13/2025	05/23/2025		05/23/2025	62,220.00
								Account <b>54510 - Other Capital Outlays</b> Totals	Invoice Transactions 1	\$62,220.00
								Program <b>08FIR1 - Fire Station 1</b> Totals	Invoice Transactions 1	\$62,220.00
Program <b>08FIR3 - Fire Station 3</b>										
Account <b>54510 - Other Capital Outlays</b>										
3885 - Building Associates, INC	BLDAS-FIREST3-5	08-FS#3 Project #F23116- thru 4/22/25 -App 5-#15103	Paid by EFT # 65565		05/13/2025	05/13/2025	05/23/2025		05/23/2025	236,324.85
298 - Commercial Service Of Bloomington, INC	CSBFIREST3-App 4	08-FS#3 Renovations-#24-1093-App #4	Paid by EFT # 65578		05/13/2025	05/13/2025	05/23/2025		05/23/2025	99,940.00
18844 - First Financial Bank, N.A.	BLDAS-FIREST3-5	08-FS#3 Proj #F23116 - Bldg Associates-Pay App 5-#15103	Paid by Check # 80099		05/13/2025	05/13/2025	05/23/2025		05/23/2025	12,438.15
18844 - First Financial Bank, N.A.	CSBFIREST3-App 4	08-Commercial Serv-FS#3 Renovations-#24 -1093-App #4	Paid by Check # 80100		05/13/2025	05/13/2025	05/23/2025		05/23/2025	5,260.00
18844 - First Financial Bank, N.A.	WDELECF3S-App 4	08-Woods Electrical-FS#3 Renovations-Pay App 4	Paid by Check # 80101		05/13/2025	05/13/2025	05/23/2025		05/23/2025	2,800.00
11611 - Woods Electrical Contractors, INC	WDELECF3S-App 4	08-Electrical Contracting-FS#3 Renovations-Pay App 4	Paid by EFT # 65779		05/13/2025	05/13/2025	05/23/2025		05/23/2025	53,200.00
								Account <b>54510 - Other Capital Outlays</b> Totals	Invoice Transactions 6	\$409,963.00
								Program <b>08FIR3 - Fire Station 3</b> Totals	Invoice Transactions 6	\$409,963.00
								Department <b>06 - Controller's Office</b> Totals	Invoice Transactions 7	\$472,183.00
								Fund <b>4667 - Econ Dev LIT Bonds of 2022</b> Totals	Invoice Transactions 7	\$472,183.00
<b>Fund 6604 - Sanitation</b>										
Department <b>16 - Sanitation</b>										
Program <b>160000 - Main</b>										
Account <b>52420 - Other Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	19GT-CYXR-D1KL	16-Cables for Sanitation Ipads	Paid by EFT # 65538		05/13/2025	05/13/2025	05/23/2025		05/23/2025	13.99
5697 - Cascade Engineering, INC	251009746	16-200-64 gallon trash cans	Paid by EFT # 65570		05/13/2025	05/13/2025	05/23/2025		05/23/2025	8,750.25
								Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 2	\$8,764.24
Account <b>53130 - Medical</b>										
231 - IU Health OCC Health Services	00167890-00	16-DS DOT 5 Panel E Screen-R. East-4/8/25	Paid by EFT # 65647		05/13/2025	05/13/2025	05/23/2025		05/23/2025	55.00



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Fund <b>6604 - Sanitation</b>										
Department <b>16 - Sanitation</b>										
Program <b>160000 - Main</b>										
Account <b>53130 - Medical</b>										
231 - IU Health OCC Health Services	00167889-00	16-DS DOT 5 Panel E Screen-D. Chandler-4/8/25	Paid by EFT # 65647		05/13/2025	05/13/2025	05/23/2025		05/23/2025	55.00
Account <b>53130 - Medical</b> Totals							Invoice Transactions 2			\$110.00
Account <b>53140 - Exterminator Services</b>										
51538 - Economy Termite & Pest Control, INC	66251	16-Bi-Monthly Pest Control - 4/28/25	Paid by EFT # 65604		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
Account <b>53140 - Exterminator Services</b> Totals							Invoice Transactions 1			\$125.00
Account <b>53150 - Communications Contract</b>										
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	515186	16-monthly radio fees - May 2025	Paid by EFT # 65605		05/13/2025	05/13/2025	05/23/2025		05/23/2025	706.05
Account <b>53150 - Communications Contract</b> Totals							Invoice Transactions 1			\$706.05
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	35661-0020425	16-Sanitation-water/sewer bill-April 2025	Paid by Check # 80084		05/14/2025	05/14/2025	05/14/2025		05/14/2025	198.47
Account <b>53530 - Water and Sewer</b> Totals							Invoice Transactions 1			\$198.47
Account <b>53540 - Natural Gas</b>										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12887449-2050825	16-Sanitation-gas bill 04/03/25-05/02/25	Paid by Check # 80090		05/14/2025	05/14/2025	05/14/2025		05/14/2025	148.87
Account <b>53540 - Natural Gas</b> Totals							Invoice Transactions 1			\$148.87
Account <b>53920 - Laundry and Other Sanitation Services</b>										
19171 - Vestis Group, INC (FKA Aramark)	4080181512	16-uniform rental (minus payroll ded)-05/07/25	Paid by EFT # 65763		05/13/2025	05/13/2025	05/23/2025		05/23/2025	6.48
19171 - Vestis Group, INC (FKA Aramark)	4080180519	16-Mat Services - 04/30/25	Paid by EFT # 65763		05/13/2025	05/13/2025	05/23/2025		05/23/2025	29.68
19171 - Vestis Group, INC (FKA Aramark)	4080180518	16-uniform rental (minus payroll ded)-04/30/25	Paid by EFT # 65763		05/13/2025	05/13/2025	05/23/2025		05/23/2025	6.48
19171 - Vestis Group, INC (FKA Aramark)	4080181513	16-Mat Services - 05/07/25	Paid by EFT # 65763		05/13/2025	05/13/2025	05/23/2025		05/23/2025	29.68
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals							Invoice Transactions 4			\$72.32
Account <b>53950 - Landfill</b>										
52226 - Hoosier Transfer Station-3140	3140-000024220	16-trash disposal fee-04/16-04/30/25	Paid by EFT # 65635		05/13/2025	05/13/2025	05/23/2025		05/23/2025	15,346.96
52226 - Hoosier Transfer Station-3140	3140-000024230	16-recycling fees-04/16-04/30/2025	Paid by EFT # 65635		05/13/2025	05/13/2025	05/23/2025		05/23/2025	1,030.80
Account <b>53950 - Landfill</b> Totals							Invoice Transactions 2			\$16,377.76
Program <b>160000 - Main</b> Totals							Invoice Transactions 14			\$26,502.71



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<b>Fund 6604 - Sanitation</b>										
Department <b>16 - Sanitation</b> Totals								Invoice Transactions	14	\$26,502.71
Fund <b>6604 - Sanitation</b> Totals								Invoice Transactions	14	\$26,502.71
<b>Fund 7006 - Health Insurance Trust</b>										
Department <b>12 - Human Resources</b>										
Program <b>120000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
8609 - LoCascio Hadden & Dennis, LLC (LHD Benefit Advisor)	9575	12-Near-Site Employer Clinic support - May 2025	Paid by EFT # 65666		05/13/2025	05/13/2025	05/23/2025		05/23/2025	2,600.00
9701 - Marathon Health Parent LLC (Marathon Health LLC)	INV408333	12 - March 2025 health membership and vaccines	Paid by EFT # 65671		05/13/2025	05/13/2025	05/23/2025		05/23/2025	31,012.50
9701 - Marathon Health Parent LLC (Marathon Health LLC)	INV407602	12- February 2025 health membership and vaccines	Paid by EFT # 65671		05/13/2025	05/13/2025	05/23/2025		05/23/2025	31,527.60
Account <b>53990 - Other Services and Charges</b> Totals								Invoice Transactions	3	\$65,140.10
Account <b>53990.1201 - Other Services and Charges Health Insurance</b>										
9375 - WEX Health INC (Chard, Snyder & Associates)	051525HSA	12-HSA Employer Contributions 5/15/25	Paid by EFT # 65525		05/15/2025	05/15/2025	05/15/2025		05/15/2025	7,631.50
Account <b>53990.1201 - Other Services and Charges Health Insurance</b> Totals								Invoice Transactions	1	\$7,631.50
Program <b>120000 - Main</b> Totals								Invoice Transactions	4	\$72,771.60
Department <b>12 - Human Resources</b> Totals								Invoice Transactions	4	\$72,771.60
Fund <b>7006 - Health Insurance Trust</b> Totals								Invoice Transactions	4	\$72,771.60
<b>Fund 7008 - Insurance Voluntary Trust</b>										
Department <b>12 - Human Resources</b>										
Program <b>120000 - Main</b>										
Account <b>47090.1283 - Employee Contributions Health Savings Account</b>										
9375 - WEX Health INC (Chard, Snyder & Associates)	051625Payroll	12-HSA Employee Contributions 5-16-25	Paid by EFT # 65526		05/15/2025	05/15/2025	05/15/2025		05/15/2025	31,593.84
Account <b>47090.1283 - Employee Contributions Health Savings Account</b> Totals								Invoice Transactions	1	\$31,593.84
Account <b>53990.1271 - Other Services and Charges Section 125 - URM- City</b>										
9375 - WEX Health INC (Chard, Snyder & Associates)	051125daily	12-City URM	Paid by EFT # 65516		05/12/2025	05/12/2025	05/12/2025		05/12/2025	35.29
9375 - WEX Health INC (Chard, Snyder & Associates)	051025daily	12-City URM	Paid by EFT # 65517		05/12/2025	05/12/2025	05/12/2025		05/12/2025	128.75
9375 - WEX Health INC (Chard, Snyder & Associates)	5-1-25HSA	12-City URM	Paid by EFT # 65518		05/12/2025	05/12/2025	05/12/2025		05/12/2025	25.00
9375 - WEX Health INC (Chard, Snyder & Associates)	051325daily	12-City/Util URM	Paid by EFT # 65523		05/14/2025	05/14/2025	05/14/2025		05/14/2025	392.12



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<b>Fund 7008 - Insurance Voluntary Trust</b>										
Department <b>12 - Human Resources</b>										
Program <b>120000 - Main</b>										
Account <b>53990.1271 - Other Services and Charges Section 125 - URM- City</b>										
9375 - WEX Health INC (Chard, Snyder & Associates)	051425daily	12-City URM	Paid by EFT # 65524		05/15/2025	05/15/2025	05/15/2025		05/15/2025	115.00
Account <b>53990.1271 - Other Services and Charges Section 125 - URM- City Totals</b>									Invoice Transactions 5	<u>\$696.16</u>
Account <b>53990.1281 - Other Services and Charges Section 125 - URM- Util</b>										
9375 - WEX Health INC (Chard, Snyder & Associates)	050925daily	12-Util URM	Paid by EFT # 65515		05/12/2025	05/12/2025	05/12/2025		05/12/2025	27.37
9375 - WEX Health INC (Chard, Snyder & Associates)	051325checkreg	12-Util URM	Paid by EFT # 65522		05/13/2025	05/13/2025	05/13/2025		05/13/2025	737.00
9375 - WEX Health INC (Chard, Snyder & Associates)	051325daily	12-City/Util URM	Paid by EFT # 65523		05/14/2025	05/14/2025	05/14/2025		05/14/2025	338.92
Account <b>53990.1281 - Other Services and Charges Section 125 - URM- Util Totals</b>									Invoice Transactions 3	<u>\$1,103.29</u>
Program <b>120000 - Main Totals</b>									Invoice Transactions 9	<u>\$33,393.29</u>
Department <b>12 - Human Resources Totals</b>									Invoice Transactions 9	<u>\$33,393.29</u>
Fund <b>7008 - Insurance Voluntary Trust Totals</b>									Invoice Transactions 9	<u>\$33,393.29</u>
<b>Fund 7702 - Fleet Maintenance</b>										
Department <b>17 - Fleet Maintenance</b>										
Program <b>170000 - Main</b>										
Account <b>52110 - Office Supplies</b>										
6530 - Office Depot, INC	418916770001	17 - clipboard	Paid by EFT # 65690		05/13/2025	05/13/2025	05/23/2025		05/23/2025	7.68
6530 - Office Depot, INC	418916769001	17 - pens, markers, oil markers	Paid by EFT # 65690		05/13/2025	05/13/2025	05/23/2025		05/23/2025	52.25
6530 - Office Depot, INC	418916768001	17 - Sharpie, post it notes, and assorted letter jackets files	Paid by EFT # 65690		05/13/2025	05/13/2025	05/23/2025		05/23/2025	63.40
Account <b>52110 - Office Supplies Totals</b>									Invoice Transactions 3	<u>\$123.33</u>
Account <b>52230 - Garage and Motor Supplies</b>										
50605 - Bauer Built, INC	360153046	17 - (20) 245/55R18XL Elite-Force TA 107V tires for stock	Paid by EFT # 65552		05/13/2025	05/13/2025	05/23/2025		05/23/2025	2,808.00
50605 - Bauer Built, INC	360152581	17 - Disposal fee for 49 light truck tires	Paid by EFT # 65552		05/13/2025	05/13/2025	05/23/2025		05/23/2025	245.00
50605 - Bauer Built, INC	360152851	17-Variou tires-stock-tire mount, valve stem/cap, balance	Paid by EFT # 65552		05/13/2025	05/13/2025	05/23/2025		05/23/2025	4,801.11
4693 - Monroe County Tire & Supply, INC	077333	17 - (3) 245/55R16 Tires for Police	Paid by EFT # 65682		05/13/2025	05/13/2025	05/23/2025		05/23/2025	458.85



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<b>Fund 7702 - Fleet Maintenance</b>										
Department <b>17 - Fleet Maintenance</b>										
Program <b>170000 - Main</b>										
Account <b>52230 - Garage and Motor Supplies</b>										
4693 - Monroe County Tire & Supply, INC	077427	17 - (4) 225/70R15 firestone destination tires for 229	Paid by EFT # 65682		05/13/2025	05/13/2025	05/23/2025		05/23/2025	473.00
4693 - Monroe County Tire & Supply, INC	077332	17 - (4) 225/70R15 firestone destination tires for 819	Paid by EFT # 65682		05/13/2025	05/13/2025	05/23/2025		05/23/2025	473.00
4693 - Monroe County Tire & Supply, INC	077376	17 - (4) P225/50R17 Yokohama avid TRG 94H tires for 500	Paid by EFT # 65682		05/13/2025	05/13/2025	05/23/2025		05/23/2025	601.00
4693 - Monroe County Tire & Supply, INC	077301	17 - (8) P245/55R18 firestone FHawk pursuit tires	Paid by EFT # 65682		05/13/2025	05/13/2025	05/23/2025		05/23/2025	1,069.12
Account <b>52230 - Garage and Motor Supplies</b> Totals									Invoice Transactions 8	\$10,929.08
Account <b>52240 - Fuel and Oil</b>										
7854 - Premier AG CO-OP, INC (Premier Energy)	23560	17-fuel-B20 PDX4 clear on Road (7,310 gallons)-4/23/25	Paid by EFT # 65703		05/13/2025	05/13/2025	05/23/2025		05/23/2025	21,772.10
7854 - Premier AG CO-OP, INC (Premier Energy)	23618	17-fuel-87 Regular (8,000 gallons)-5/2/25	Paid by EFT # 65703		05/13/2025	05/13/2025	05/23/2025		05/23/2025	26,504.80
7854 - Premier AG CO-OP, INC (Premier Energy)	7643436	17 - Bulk defrost fluid (250 gallons)-5/2/25	Paid by EFT # 65703		05/13/2025	05/13/2025	05/23/2025		05/23/2025	522.50
7854 - Premier AG CO-OP, INC (Premier Energy)	2209545	17-fuel-unleaded (E10) (2,500 gallons)-4/29/25	Paid by EFT # 65703		05/13/2025	05/13/2025	05/23/2025		05/23/2025	7,140.00
Account <b>52240 - Fuel and Oil</b> Totals									Invoice Transactions 4	\$55,939.40
Account <b>52320 - Motor Vehicle Repair</b>										
4150 - Alexander's LLC	3024849	17-drum, Right & Left hand brake assembly for 898	Paid by EFT # 65536		05/13/2025	05/13/2025	05/23/2025		05/23/2025	4,000.00
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1NWQ-K9XF-3R1M	17 - Gearwrench wheel Weight tool for shop Supply	Paid by EFT # 65538		05/13/2025	05/13/2025	05/23/2025		05/23/2025	51.56
244 - Bloomington Ford, INC	5086441	17 - Parking camera for 1218	Paid by EFT # 65559		05/13/2025	05/13/2025	05/23/2025		05/23/2025	41.72
244 - Bloomington Ford, INC	5086390	17 - spark plug for 530	Paid by EFT # 65559		05/13/2025	05/13/2025	05/23/2025		05/23/2025	59.60
244 - Bloomington Ford, INC	5086360	17 - Cooler oil tube for 532	Paid by EFT # 65559		05/13/2025	05/13/2025	05/23/2025		05/23/2025	106.64
244 - Bloomington Ford, INC	5086348	17 - Tube Assembly for 532	Paid by EFT # 65559		05/13/2025	05/13/2025	05/23/2025		05/23/2025	156.25



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Fund <b>7702 - Fleet Maintenance</b>										
Department <b>17 - Fleet Maintenance</b>										
Program <b>170000 - Main</b>										
Account <b>52320 - Motor Vehicle Repair</b>										
244 - Bloomington Ford, INC	5086399	17 - Wheel hub assembly and actuator assembly for 530	Paid by EFT # 65559		05/13/2025	05/13/2025	05/23/2025		05/23/2025	446.65
51827 - Fire Service, INC	IN-19655	17 - wiper arm assembly for 343	Paid by EFT # 65614		05/13/2025	05/13/2025	05/23/2025		05/23/2025	412.57
4992 - Fleetpride, INC	123096464	17 - stock brake pad - friction Axle/Transit	Paid by Check # 80102		05/13/2025	05/13/2025	05/23/2025		05/23/2025	732.59
4992 - Fleetpride, INC	125188288	17 - stock / 966 brake drums and shoes	Paid by Check # 80102		05/13/2025	05/13/2025	05/23/2025		05/23/2025	2,521.96
4992 - Fleetpride, INC	122704684	17 - core credit for cam end closed	Paid by Check # 80102		05/13/2025	05/13/2025	05/23/2025		05/23/2025	(960.00)
4046 - Heritage-Crystal Clean, INC	19275530	17 - 62 HD Naps Free Elc 50/50 premix Antifreeze/coolant - stock	Paid by EFT # 65631		05/13/2025	05/13/2025	05/23/2025		05/23/2025	557.17
796 - Interstate Battery System of Bloomington, INC	358821	17 - (20) WAC0205 Batteries for shop	Paid by EFT # 65643		05/13/2025	05/13/2025	05/23/2025		05/23/2025	65.00
796 - Interstate Battery System of Bloomington, INC	3580	17 - MT-59 battery for 229	Paid by EFT # 65643		05/13/2025	05/13/2025	05/23/2025		05/23/2025	107.16
796 - Interstate Battery System of Bloomington, INC	500105037	17 - 31P-MHD, MT-34, MT-59, (2) MTP-65HD, MTP-90TS batteries	Paid by EFT # 65643		05/13/2025	05/13/2025	05/23/2025		05/23/2025	689.36
908 - JB Salvage (Westside Auto Parts)	3609	17 - stock metal tube and flat bar (4 each)	Paid by EFT # 65651		05/13/2025	05/13/2025	05/23/2025		05/23/2025	58.00
4574 - John Deere Financial f.s.b. (Rural King)	343256	17 - shop tool adaptor	Paid by Check # 80106		05/13/2025	05/13/2025	05/23/2025		05/23/2025	19.99
4439 - JX Enterprises, INC	27430008P	17 - Expansion valve for 969	Paid by EFT # 65652		05/13/2025	05/13/2025	05/23/2025		05/23/2025	57.99
8658 - Kleindorfer's Hardware LLC	784906	17 - (5) 3/8" vinyl hose & 3/8" barb for 750	Paid by EFT # 65658		05/13/2025	05/13/2025	05/23/2025		05/23/2025	5.54
2974 - MacAllister Machinery Co, INC	P9889205	17 - gaskets & seal-O-ring for 788	Paid by EFT # 65669		05/13/2025	05/13/2025	05/23/2025		05/23/2025	12.45
2974 - MacAllister Machinery Co, INC	P9889202	17 - hose assembly for 788	Paid by EFT # 65669		05/13/2025	05/13/2025	05/23/2025		05/23/2025	72.34
2974 - MacAllister Machinery Co, INC	R67648228301	17 - A/C filter for inventory	Paid by EFT # 65669		05/13/2025	05/13/2025	05/23/2025		05/23/2025	73.24
2974 - MacAllister Machinery Co, INC	P9881591	17 - Air filters for 602	Paid by EFT # 65669		05/13/2025	05/13/2025	05/23/2025		05/23/2025	82.71
2974 - MacAllister Machinery Co, INC	P9875734	17 - sensor, assembly housing, SEP element and fuel element -602	Paid by EFT # 65669		05/13/2025	05/13/2025	05/23/2025		05/23/2025	446.68



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Fund <b>7702 - Fleet Maintenance</b>										
Department <b>17 - Fleet Maintenance</b>										
Program <b>170000 - Main</b>										
Account <b>52320 - Motor Vehicle Repair</b>										
2974 - MacAllister Machinery Co, INC	R67647833301	17 - valve for 4591	Paid by EFT # 65669		05/13/2025	05/13/2025	05/23/2025		05/23/2025	459.52
2974 - MacAllister Machinery Co, INC	P9889406	17 - water pump, hose, TP regulator & seal for 788	Paid by EFT # 65669		05/13/2025	05/13/2025	05/23/2025		05/23/2025	501.89
53385 - O'Reilly Automotive Stores, INC	1903-113240	17 - TPMS service kit & Valve for 1000	Paid by Check # 80110		05/13/2025	05/13/2025	05/23/2025		05/23/2025	11.10
53385 - O'Reilly Automotive Stores, INC	1903-112997	17 - refinishing 2" diameter roloc Pads	Paid by Check # 80110		05/13/2025	05/13/2025	05/23/2025		05/23/2025	24.21
53385 - O'Reilly Automotive Stores, INC	1903-112315	17 - level Coolant for 384	Paid by Check # 80110		05/13/2025	05/13/2025	05/23/2025		05/23/2025	28.79
53385 - O'Reilly Automotive Stores, INC	1903-112717	17 - Air Filter for 715	Paid by Check # 80110		05/13/2025	05/13/2025	05/23/2025		05/23/2025	46.99
53385 - O'Reilly Automotive Stores, INC	1903-113128	17 - Switch Rocker for 9300	Paid by Check # 80110		05/13/2025	05/13/2025	05/23/2025		05/23/2025	54.38
53385 - O'Reilly Automotive Stores, INC	1903-112769	17 - HD air filter for 782	Paid by Check # 80110		05/13/2025	05/13/2025	05/23/2025		05/23/2025	62.93
53385 - O'Reilly Automotive Stores, INC	1903-112768	17 - (2) HD Air filters for 781	Paid by Check # 80110		05/13/2025	05/13/2025	05/23/2025		05/23/2025	77.92
53385 - O'Reilly Automotive Stores, INC	1903-111279	17 - New CV shaft for P134	Paid by Check # 80110		05/13/2025	05/13/2025	05/23/2025		05/23/2025	102.00
53385 - O'Reilly Automotive Stores, INC	1903-112809	17 - Tie Rod for 495	Paid by Check # 80110		05/13/2025	05/13/2025	05/23/2025		05/23/2025	119.92
53385 - O'Reilly Automotive Stores, INC	1903-112841	17 - HD Air filter for 331	Paid by Check # 80110		05/13/2025	05/13/2025	05/23/2025		05/23/2025	139.25
53385 - O'Reilly Automotive Stores, INC	1903-112639	17 - Air Brake fittings for shop	Paid by Check # 80110		05/13/2025	05/13/2025	05/23/2025		05/23/2025	210.80
53385 - O'Reilly Automotive Stores, INC	1903-109971	17 - credit for returned transfer cable -Inv 1903-108359	Paid by Check # 80110		05/13/2025	05/13/2025	05/23/2025		05/23/2025	(143.53)
6095 - Old Dominion Brush Company, INC	9438654	17 - #467 lube hose	Paid by EFT # 65693		05/13/2025	05/13/2025	05/23/2025		05/23/2025	263.22
4156 - Pyramid Equipment, INC	54359	17 - 968/970 camera	Paid by EFT # 65705		05/13/2025	05/13/2025	05/23/2025		05/23/2025	486.75
4608 - Reliable Transmission Service-Midwest, INC	30P3551	17 - #4241 sensor	Paid by EFT # 65710		05/13/2025	05/13/2025	05/23/2025		05/23/2025	207.52
786 - Richard's Small Engine, INC	576105	17 - #4571 filter and maintenance kit	Paid by EFT # 65711		05/13/2025	05/13/2025	05/23/2025		05/23/2025	132.81
786 - Richard's Small Engine, INC	577317	17 - credit for returned maintenance kit-Inv 576105	Paid by EFT # 65711		05/13/2025	05/13/2025	05/23/2025		05/23/2025	(88.57)



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Fund <b>7702 - Fleet Maintenance</b>										
Department <b>17 - Fleet Maintenance</b>										
Program <b>170000 - Main</b>										
Account <b>52320 - Motor Vehicle Repair</b>										
19681 - Southeastern Equipment Co, INC	C71601	17 - #452 thermostat	Paid by EFT # 65728		05/13/2025	05/13/2025	05/23/2025		05/23/2025	219.70
476 - Southern Indiana Parts, INC (Napa Auto Parts)	PARTS-APRIL 2025	17-misc parts for April 2025	Paid by EFT # 65729		05/13/2025	05/13/2025	05/23/2025		05/23/2025	16,933.65
54351 - Sternberg, INC	987780	17 - Gaskets for 384	Paid by EFT # 65733		05/13/2025	05/13/2025	05/23/2025		05/23/2025	30.54
54351 - Sternberg, INC	987706	17 - DFN Sensor for inventory	Paid by EFT # 65733		05/13/2025	05/13/2025	05/23/2025		05/23/2025	381.64
54351 - Sternberg, INC	987703	17 - Injector for 384	Paid by EFT # 65733		05/13/2025	05/13/2025	05/23/2025		05/23/2025	539.61
54351 - Sternberg, INC	987740	17 - Gasket, Isolator, reactor and (2) sensors for 384	Paid by EFT # 65733		05/13/2025	05/13/2025	05/23/2025		05/23/2025	2,029.40
582 - Town & Country Chrysler Dodge Jeep, INC	5078313	17 - tire pressure sensor for 1706	Paid by EFT # 65755		05/13/2025	05/13/2025	05/23/2025		05/23/2025	316.20
622 - Truck Country of Indiana, INC (Stoops Freightliner)	X301950903:01	17 - Bushing & seal kit, aba units S-ABA Truck/Bus	Paid by EFT # 65758		05/13/2025	05/13/2025	05/23/2025		05/23/2025	167.95
4398 - TruckPro Holding Corporation	047-0354469	17 - stock hubcap plugs (6)	Paid by EFT # 65759		05/13/2025	05/13/2025	05/23/2025		05/23/2025	46.03
7555 - VoMac Truck Sales & Service INC	118702T	17 - injectors for stock (5)	Paid by EFT # 65764		05/13/2025	05/13/2025	05/23/2025		05/23/2025	678.25
2096 - West Side Tractor Sales CO.	B58567	17 - V Belt for 730	Paid by EFT # 65772		05/13/2025	05/13/2025	05/23/2025		05/23/2025	70.41
2096 - West Side Tractor Sales CO.	B58503	17 - fuel pump for 617	Paid by EFT # 65772		05/13/2025	05/13/2025	05/23/2025		05/23/2025	538.26
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NV7889	17 - EGR Cooler for 637	Paid by EFT # 65783		05/13/2025	05/13/2025	05/23/2025		05/23/2025	291.53
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NV8464	17 - Ignition coil assembly for P120	Paid by EFT # 65783		05/13/2025	05/13/2025	05/23/2025		05/23/2025	294.62
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NV8376	17 - TPMS sensor kit & New CV Axle for 1218	Paid by EFT # 65783		05/13/2025	05/13/2025	05/23/2025		05/23/2025	374.67
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NV8294	17 - New Alternator for P137	Paid by EFT # 65783		05/13/2025	05/13/2025	05/23/2025		05/23/2025	491.19
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NV8279	17 - Ruthenium HX spark plugs & Ignition coil Assembly for 1718	Paid by EFT # 65783		05/13/2025	05/13/2025	05/23/2025		05/23/2025	508.67
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NV8541	17 - Remanufactured instrument cluster for 846	Paid by EFT # 65783		05/13/2025	05/13/2025	05/23/2025		05/23/2025	917.51
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NV8470	17 - Police interceptor Sedan base for P120	Paid by EFT # 65783		05/13/2025	05/13/2025	05/23/2025		05/23/2025	9.74



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<b>Fund 7702 - Fleet Maintenance</b>										
Department <b>17 - Fleet Maintenance</b>										
Program <b>170000 - Main</b>										
Account <b>52320 - Motor Vehicle Repair</b>										
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NV7803	17 - Stabilizer bar link for 532	Paid by EFT # 65783		05/13/2025	05/13/2025	05/23/2025		05/23/2025	44.78
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NV8678	17 - RAD Surge tank assembly for 574	Paid by EFT # 65783		05/13/2025	05/13/2025	05/23/2025		05/23/2025	86.39
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NV8363	17 - Oil filter for inventory	Paid by EFT # 65783		05/13/2025	05/13/2025	05/23/2025		05/23/2025	89.32
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NV8362	17 - Oil filter for inventory	Paid by EFT # 65783		05/13/2025	05/13/2025	05/23/2025		05/23/2025	105.56
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NV8466	17 - Ignition coil assembly for P120	Paid by EFT # 65783		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.14
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NV8328	17 - (2) ball joint assemblies for 495	Paid by EFT # 65783		05/13/2025	05/13/2025	05/23/2025		05/23/2025	142.42
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NV8452	17 - rotor assembly for 229	Paid by EFT # 65783		05/13/2025	05/13/2025	05/23/2025		05/23/2025	166.62
Account <b>52320 - Motor Vehicle Repair</b> Totals									Invoice Transactions 69	<u>\$38,114.87</u>
Account <b>52420 - Other Supplies</b>										
651 - Engraving & Stamp Center, INC	49592	17 - self inking stamps (3)	Paid by EFT # 65607		05/13/2025	05/13/2025	05/23/2025		05/23/2025	127.50
313 - Fastenal Company	INBLM238673	17-step Lock-N-Stock ladder for shop	Paid by EFT # 65612		05/13/2025	05/13/2025	05/23/2025		05/23/2025	444.43
313 - Fastenal Company	INBLM238633	17 - (2) 4-STEP Lock-N-stock ladder for shop	Paid by EFT # 65612		05/13/2025	05/13/2025	05/23/2025		05/23/2025	888.86
177 - Indiana Oxygen Company, INC	10633555	17 - torch cylinders - 4/30/2025	Paid by EFT # 65639		05/13/2025	05/13/2025	05/23/2025		05/23/2025	297.90
8181 - Lawson Products, INC	9312418980	17 - misc shop supplies srews, zip ties wire and etc	Paid by EFT # 65664		05/13/2025	05/13/2025	05/23/2025		05/23/2025	372.82
8181 - Lawson Products, INC	9312448878	17 - misc shop supplies screws, zip ties wire and etc	Paid by EFT # 65664		05/13/2025	05/13/2025	05/23/2025		05/23/2025	889.58
6216 - Terminal Supply, INC	2300B-00	17 - (4) rechargeable portable Work lights for shop	Paid by EFT # 65744		05/13/2025	05/13/2025	05/23/2025		05/23/2025	317.00
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 7	<u>\$3,338.09</u>
Account <b>53130 - Medical</b>										
231 - IU Health OCC Health Services	00167896-00	17 - vaccine Hep B-Roudebush-4/1/25	Paid by EFT # 65647		05/13/2025	05/13/2025	05/23/2025		05/23/2025	90.00
Account <b>53130 - Medical</b> Totals									Invoice Transactions 1	<u>\$90.00</u>



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<b>Fund 7702 - Fleet Maintenance</b>										
Department <b>17 - Fleet Maintenance</b>										
Program <b>170000 - Main</b>										
Account <b>53160 - Instruction</b>										
1481 - Ivy Tech Community College of Indiana	N1102420004	17 - CDL B training class for J. Thompson & N. Roudebush	Paid by EFT # 65648		05/13/2025	05/13/2025	05/23/2025		05/23/2025	7,990.00
Account <b>53160 - Instruction</b> Totals										Invoice Transactions 1
										<b>\$7,990.00</b>
Account <b>53230 - Travel</b>										
3560 - First Financial Bank / Credit Cards	97664455	02-Hampton Inn-APWA Accred-Columbia MO-Snider & Sears-4/8-4/10	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	248.54
Account <b>53230 - Travel</b> Totals										Invoice Transactions 1
										<b>\$248.54</b>
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	10159-002 0425	17-Fleet Maint-water/sewer bill-April 2025	Paid by Check # 80084		05/14/2025	05/14/2025	05/14/2025		05/14/2025	1,100.33
Account <b>53530 - Water and Sewer</b> Totals										Invoice Transactions 1
										<b>\$1,100.33</b>
Account <b>53610 - Building Repairs</b>										
321 - Harrell Fish, INC (HFI)	C018316	17 - quarterly maintenance service-4/9/25	Paid by EFT # 65629		05/13/2025	05/13/2025	05/23/2025		05/23/2025	893.61
9300 - Huston Electric Holding CORP (Cassady Electric)	W12715	17 - electrical work for TV installation-3/25/25	Paid by EFT # 65637		05/13/2025	05/13/2025	05/23/2025		05/23/2025	459.03
392 - Koorsen Fire & Security, INC	IN00933602	17 - quarterly monitoring from 5/1 to 7/31/2025	Paid by EFT # 65661		05/13/2025	05/13/2025	05/23/2025		05/23/2025	91.27
Account <b>53610 - Building Repairs</b> Totals										Invoice Transactions 3
										<b>\$1,443.91</b>
Account <b>53620 - Motor Repairs</b>										
4474 - Ken's Westside Service & Towing, LLC	25-0429-103275	17-towing Unit P137-4/29/25	Paid by EFT # 65653		05/13/2025	05/13/2025	05/23/2025		05/23/2025	95.00
4474 - Ken's Westside Service & Towing, LLC	25-0504-103441	17-towing Unit 1703-5/4/2025	Paid by EFT # 65653		05/13/2025	05/13/2025	05/23/2025		05/23/2025	120.00
4474 - Ken's Westside Service & Towing, LLC	25-0304-101617	17-towing Unit #638-4/30/25	Paid by EFT # 65653		05/13/2025	05/13/2025	05/23/2025		05/23/2025	190.00
4693 - Monroe County Tire & Supply, INC	077435	17 - #787 tire repair	Paid by EFT # 65682		05/13/2025	05/13/2025	05/23/2025		05/23/2025	92.00
54351 - Sternberg, INC	66932	17 - #634 diagnostics	Paid by EFT # 65733		05/13/2025	05/13/2025	05/23/2025		05/23/2025	879.50
6476 - Samuel D Wray (Wray Automotive)	13702	17 - #2 alignment for P128	Paid by EFT # 65781		05/13/2025	05/13/2025	05/23/2025		05/23/2025	140.00
Account <b>53620 - Motor Repairs</b> Totals										Invoice Transactions 6
										<b>\$1,516.50</b>



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<b>Fund 7702 - Fleet Maintenance</b>										
Department <b>17 - Fleet Maintenance</b>										
Program <b>170000 - Main</b>										
Account <b>53920 - Laundry and Other Sanitation Services</b>										
19171 - Vestis Group, INC (FKA Aramark)	4080179492	17-uniform rental (minus payroll ded)- 4/23/25	Paid by EFT # 65763		05/13/2025	05/13/2025	05/23/2025		05/23/2025	24.83
19171 - Vestis Group, INC (FKA Aramark)	4080180513	17-uniform rental (minus payroll ded)- 4/30/25	Paid by EFT # 65763		05/13/2025	05/13/2025	05/23/2025		05/23/2025	26.25
19171 - Vestis Group, INC (FKA Aramark)	4080179493	17-mat/towel service- 4/23/25	Paid by EFT # 65763		05/13/2025	05/13/2025	05/23/2025		05/23/2025	93.34
19171 - Vestis Group, INC (FKA Aramark)	4080180514	17-mat/towel services- 4/30/25	Paid by EFT # 65763		05/13/2025	05/13/2025	05/23/2025		05/23/2025	93.34
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals									Invoice Transactions 4	\$237.76
Account <b>53990 - Other Services and Charges</b>										
3560 - First Financial Bank / Credit Cards	BMV 0403	17 - Bureau of Motor Vehicle Fees for 310	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	15.00
3560 - First Financial Bank / Credit Cards	293906110	17 - Bureau of Motor Vehicle Fees - Unit# 4761	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	15.00
3560 - First Financial Bank / Credit Cards	IDHS 7249	17-Homeland Security-boiler inspection permit fees	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	27.68
Account <b>53990 - Other Services and Charges</b> Totals									Invoice Transactions 3	\$57.68
Program <b>170000 - Main</b> Totals									Invoice Transactions 111	\$121,129.49
Department <b>17 - Fleet Maintenance</b> Totals									Invoice Transactions 111	\$121,129.49
Fund <b>7702 - Fleet Maintenance</b> Totals									Invoice Transactions 111	\$121,129.49
<b>Fund 7704 - Self-Insurance</b>										
Department <b>10 - Legal</b>										
Program <b>100000 - Main</b>										
Account <b>52430 - Uniforms and Tools</b>										
8418 - Chaney's, INC (Chaney's Fashions and Shoes)	20257	10-Safety Shoes B. Elkins- 3/31/2025	Paid by EFT # 65575		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8418 - Chaney's, INC (Chaney's Fashions and Shoes)	20253	10-Safety Shoes A. Stillions- 3/31/2025	Paid by EFT # 65575		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8418 - Chaney's, INC (Chaney's Fashions and Shoes)	20254	10-Safety Shoes C. Page- 3/31/2025	Paid by EFT # 65575		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8418 - Chaney's, INC (Chaney's Fashions and Shoes)	20255	10-Safety Shoes S. Breton- 3/31/2025	Paid by EFT # 65575		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8418 - Chaney's, INC (Chaney's Fashions and Shoes)	20256	10-Safety Shoes D. Myers- 3/31/2025	Paid by EFT # 65575		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8418 - Chaney's, INC (Chaney's Fashions and Shoes)	20258	10-Safety Shoes A. Christy- 3/31/2025	Paid by EFT # 65575		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00



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<b>Fund 7704 - Self-Insurance</b>										
Department <b>10 - Legal</b>										
Program <b>100000 - Main</b>										
Account <b>52430 - Uniforms and Tools</b>										
8418 - Chaney's, INC (Chaney's Fashions and Shoes)	20259	10-Safety Shoes A. Ketcham-3/31/2025	Paid by EFT # 65575		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8418 - Chaney's, INC (Chaney's Fashions and Shoes)	202525	10-Safety Shoes M. Stewart-4/1/2025	Paid by EFT # 65575		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8418 - Chaney's, INC (Chaney's Fashions and Shoes)	202526	10-Safety Shoes N. Moser-4/10/2025	Paid by EFT # 65575		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8418 - Chaney's, INC (Chaney's Fashions and Shoes)	202528	10-Safety Shoes J. White-4/10/2025	Paid by EFT # 65575		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8418 - Chaney's, INC (Chaney's Fashions and Shoes)	04022027	10-Safety Shoes J. Mitchner-4/4/2025	Paid by EFT # 65575		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8418 - Chaney's, INC (Chaney's Fashions and Shoes)	202510	10-Safety Shoes J. Stockton-3/31/25	Paid by EFT # 65575		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8418 - Chaney's, INC (Chaney's Fashions and Shoes)	20251	10-Safety Shoes D. Wall-4/1/25	Paid by EFT # 65575		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8418 - Chaney's, INC (Chaney's Fashions and Shoes)	20252	10-Safety Shoes B. Shipley-3/31/25	Paid by EFT # 65575		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8418 - Chaney's, INC (Chaney's Fashions and Shoes)	202511	10-Safety Shoes M. Heagy-3/31/25	Paid by EFT # 65575		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8418 - Chaney's, INC (Chaney's Fashions and Shoes)	202512	10-Safety Shoes S. Henderson-3/31/25	Paid by EFT # 65575		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8418 - Chaney's, INC (Chaney's Fashions and Shoes)	202513	10-Safety Shoes C. Martindale-3/31/25	Paid by EFT # 65575		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8418 - Chaney's, INC (Chaney's Fashions and Shoes)	202514	10-Safety Shoes D. George-3/31/25	Paid by EFT # 65575		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8418 - Chaney's, INC (Chaney's Fashions and Shoes)	202515	10-Safety Shoes JD Boruff-3/31/25	Paid by EFT # 65575		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8418 - Chaney's, INC (Chaney's Fashions and Shoes)	202516	10-Safety Shoes Z. Palu-3/31/25	Paid by EFT # 65575		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8418 - Chaney's, INC (Chaney's Fashions and Shoes)	202518	10-Safety Shoes R. Sanchez Orbitz-4/1/25	Paid by EFT # 65575		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8418 - Chaney's, INC (Chaney's Fashions and Shoes)	202519	10-Safety Shoes P. Chasteen-4/1/25	Paid by EFT # 65575		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8418 - Chaney's, INC (Chaney's Fashions and Shoes)	202520	10-Safety Shoes A. Robertson-4/1/25	Paid by EFT # 65575		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8418 - Chaney's, INC (Chaney's Fashions and Shoes)	202521	10-Safety Shoes S. McCoy-4/1/25	Paid by EFT # 65575		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8418 - Chaney's, INC (Chaney's Fashions and Shoes)	202522	10-Safety Shoes T. Carter-4/1/25	Paid by EFT # 65575		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8418 - Chaney's, INC (Chaney's Fashions and Shoes)	202523	10-Safety Shoes R. Kinser-4/1/25	Paid by EFT # 65575		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8418 - Chaney's, INC (Chaney's Fashions and Shoes)	202524	10-Safety Shoes M. Lagneaux-4/1/25	Paid by EFT # 65575		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00



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Fund <b>7704 - Self-Insurance</b>										
Department <b>10 - Legal</b>										
Program <b>100000 - Main</b>										
Account <b>52430 - Uniforms and Tools</b>										
8613 - Crane's Leather & Shoe Shop, INC	8274	10-Safety Shoes T. Morrison 10EE-3/27/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8613 - Crane's Leather & Shoe Shop, INC	8275	10-Safety Shoes M. Hollingsworth 10.5M-3/28/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8613 - Crane's Leather & Shoe Shop, INC	8292	10-Safety Shoes S. Steele 7.5M-4/1/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	112.50
8613 - Crane's Leather & Shoe Shop, INC	8293	10-Safety Shoes E. Wright 13M-4/1/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8613 - Crane's Leather & Shoe Shop, INC	8296	10-Safety Shoes M. Courter 8.5D-4/1/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8613 - Crane's Leather & Shoe Shop, INC	8314	10-Safety Shoes K. Drescher 8M-4/5/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	108.75
8613 - Crane's Leather & Shoe Shop, INC	8321	10-Safety Shoes B. Elkins 11D-4/9/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	116.25
8613 - Crane's Leather & Shoe Shop, INC	8323	10-Safety Shoes J. McIntire 10D-4/9/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8613 - Crane's Leather & Shoe Shop, INC	8324	10-Safety Shoes M. Menefee 11.5-4/9/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	108.75
8613 - Crane's Leather & Shoe Shop, INC	8326	10-Safety Shoes V. Perry 9M-4/10/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	112.50
8613 - Crane's Leather & Shoe Shop, INC	8327	10-Safety Shoes I. Drescher 9.5D-4/10/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8613 - Crane's Leather & Shoe Shop, INC	8328	10-Safety Shoes D. Lavendar 11M-4/11/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8613 - Crane's Leather & Shoe Shop, INC	8329	10-Safety Shoes B. Norman 13D-4/11/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8613 - Crane's Leather & Shoe Shop, INC	8330	10-Safety Shoes T. Koontz 10D-4/11/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8613 - Crane's Leather & Shoe Shop, INC	8331	10-Safety Shoes B. Veatch 9H-4/11/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8613 - Crane's Leather & Shoe Shop, INC	8332	10-Safety Shoes T. Jacobs 9D-4/11/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8613 - Crane's Leather & Shoe Shop, INC	8333	10-Safety Shoes T. Myers 11.5D-4/11/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8613 - Crane's Leather & Shoe Shop, INC	8334	10-Safety Shoes P. Lagenour 10M-4/11/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8613 - Crane's Leather & Shoe Shop, INC	8335	10-Safety Shoes J. Troxel 8.5D-4/11/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8613 - Crane's Leather & Shoe Shop, INC	8336	10-Safety Shoes G. Dobbs 10.5D-4/11/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00



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Fund <b>7704 - Self-Insurance</b>										
Department <b>10 - Legal</b>										
Program <b>100000 - Main</b>										
Account <b>52430 - Uniforms and Tools</b>										
8613 - Crane's Leather & Shoe Shop, INC	8345	10-Safety Shoes D. Polson-repair of last years shoes-4/14/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	80.00
8613 - Crane's Leather & Shoe Shop, INC	8300	10-Safety Shoes J. Burrell 8.5M-4/3/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	75.00
8613 - Crane's Leather & Shoe Shop, INC	8311	10-Safety Shoes R. Albright 9M-4/5/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8613 - Crane's Leather & Shoe Shop, INC	8297	10-Safety Shoes D. Chandler 13W-4/1/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	97.50
8613 - Crane's Leather & Shoe Shop, INC	8309	10-Safety Shoes J. Cunningham 9D-4/4/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8613 - Crane's Leather & Shoe Shop, INC	8312	10-Safety Shoes J. Eller 10.5D-4/5/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8613 - Crane's Leather & Shoe Shop, INC	8295	10-Safety Shoes D. Fields 10.5M-4/1/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	82.50
8613 - Crane's Leather & Shoe Shop, INC	8317	10-Safety Shoes S. French 9.5M-4/7/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	97.50
8613 - Crane's Leather & Shoe Shop, INC	8305	10-Safety Shoes B. Grubb 9.5D-4/4/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8613 - Crane's Leather & Shoe Shop, INC	8276	10-Safety Shoes J. Hardin 13D-3/29/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8613 - Crane's Leather & Shoe Shop, INC	8303	10-Safety Shoes G. Hill 11D-4/4/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8613 - Crane's Leather & Shoe Shop, INC	8299	10-Safety Shoes R. Jackson 12M-4/3/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8613 - Crane's Leather & Shoe Shop, INC	8313	10-Safety Shoes C. Johnson 10M-4/5/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8613 - Crane's Leather & Shoe Shop, INC	8319	10-Safety Shoes R. Johnson 9M-4/7/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	75.00
8613 - Crane's Leather & Shoe Shop, INC	8308	10-Safety Shoes J. Gibson 10EE-4/4/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8613 - Crane's Leather & Shoe Shop, INC	8340	10-Safety Shoes D. Klarich 11M-4/12/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8613 - Crane's Leather & Shoe Shop, INC	8318	10-Safety Shoes E. Lake 11.5D-4/7/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8613 - Crane's Leather & Shoe Shop, INC	8281	10-Safety Shoes K. Larman 13EE-3/31/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8613 - Crane's Leather & Shoe Shop, INC	8280	10-Safety Shoes M. Miller 10D-3/31/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8613 - Crane's Leather & Shoe Shop, INC	8310	10-Safety Shoes J. Moore 11M-4/5/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00



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Fund <b>7704 - Self-Insurance</b>										
Department <b>10 - Legal</b>										
Program <b>100000 - Main</b>										
Account <b>52430 - Uniforms and Tools</b>										
8613 - Crane's Leather & Shoe Shop, INC	8341	10-Safety Shoes R. Moore 8D-4/12/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8613 - Crane's Leather & Shoe Shop, INC	8307	10-Safety Shoes J. Morris 11.5D-4/4/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8613 - Crane's Leather & Shoe Shop, INC	8294	10-Safety Shoes T. Morrison 10.5D-4/1/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8613 - Crane's Leather & Shoe Shop, INC	8316	10-Safety Shoes J. Pedro 11M-4/7/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	82.50
8613 - Crane's Leather & Shoe Shop, INC	8277	10-Safety Shoes M. Pursell 12M-3/29/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	86.25
8613 - Crane's Leather & Shoe Shop, INC	8304	10-Safety Shoes TB Riney 7.5M-4/4/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8613 - Crane's Leather & Shoe Shop, INC	8337	10-Safety Shoes T. Steury 11EE-4/11/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	99.00
8613 - Crane's Leather & Shoe Shop, INC	8306	10-Safety Shoes K. White 9.5D-4/4/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8613 - Crane's Leather & Shoe Shop, INC	8342	10-Safety Shoes K. Williams 7M-4/12/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8613 - Crane's Leather & Shoe Shop, INC	8343	10-Safety Shoes K. Williams 12M-4/12/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8613 - Crane's Leather & Shoe Shop, INC	8348	10-Safety Shoes A. Hite 12M-4/14/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	97.50
8613 - Crane's Leather & Shoe Shop, INC	8350	10-Safety Shoes B. McClintic 10W-4/16/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8613 - Crane's Leather & Shoe Shop, INC	8361	10-Safety Shoes S. Blake 9.5D-4/21/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8613 - Crane's Leather & Shoe Shop, INC	8362	10-Safety Shoes C. Snider 10D-4/22/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8613 - Crane's Leather & Shoe Shop, INC	8363	10-Safety Shoes N. Rollins 6.5M-4/22/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	93.75
8613 - Crane's Leather & Shoe Shop, INC	8367	10-Safety Shoes G. Towell 12EE-4/25/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8613 - Crane's Leather & Shoe Shop, INC	8368	10-Safety Shoes T. Covey 13W-4/25/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	116.25
8613 - Crane's Leather & Shoe Shop, INC	8369	10-Safety Shoes E. Love 9.5D-4/26/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8613 - Crane's Leather & Shoe Shop, INC	8373	10-Safety Shoes Z. Eads 11D-4/26/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
8613 - Crane's Leather & Shoe Shop, INC	8374	10-Safety Shoes G. May 10D-4/26/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	108.75
8613 - Crane's Leather & Shoe Shop, INC	8378	10-Safety Shoes G. Hill 11.5M-4/29/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00



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Fund <b>7704 - Self-Insurance</b>										
Department <b>10 - Legal</b>										
Program <b>100000 - Main</b>										
Account <b>52430 - Uniforms and Tools</b>										
8613 - Crane's Leather & Shoe Shop, INC	8379	10-Safety Shoes L. Sears 9M-4/29/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025	05/23/2025		125.00
8613 - Crane's Leather & Shoe Shop, INC	8381	10-Safety Shoes A. Boden 13M-4/29/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025	05/23/2025		125.00
8613 - Crane's Leather & Shoe Shop, INC	8382	10-Safety Shoes M. Kinser 10W-4/30/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025	05/23/2025		125.00
8613 - Crane's Leather & Shoe Shop, INC	8352	10-Safety Shoes C. Bengston 9.5D-4/17/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025	05/23/2025		125.00
8613 - Crane's Leather & Shoe Shop, INC	8354	10-Safety Shoes C. Swofford 7D-4/17/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025	05/23/2025		125.00
8613 - Crane's Leather & Shoe Shop, INC	8353	10-Safety Shoes K. Trotter-4/17/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025	05/23/2025		71.20
8613 - Crane's Leather & Shoe Shop, INC	8356	10-Safety Shoes C. Davis 9M-4/18/25	Paid by EFT # 65584		05/13/2025	05/13/2025	05/23/2025	05/23/2025		97.50
4574 - John Deere Financial f.s.b. (Rural King)	159577	10-Safety Shoes Hardin 14-3/31/2025	Paid by Check # 80106		05/13/2025	05/13/2025	05/23/2025	05/23/2025		125.00
4574 - John Deere Financial f.s.b. (Rural King)	159585	10-Safety Shoes Brown 13-3/31/2025	Paid by Check # 80106		05/13/2025	05/13/2025	05/23/2025	05/23/2025		125.00
4574 - John Deere Financial f.s.b. (Rural King)	159886	10-Safety Shoes Scroggins 9.5EE-4/1/2025	Paid by Check # 80106		05/13/2025	05/13/2025	05/23/2025	05/23/2025		125.00
4574 - John Deere Financial f.s.b. (Rural King)	159973	10-Safety Shoes Banks 10M-4/2/2025	Paid by Check # 80106		05/13/2025	05/13/2025	05/23/2025	05/23/2025		125.00
4574 - John Deere Financial f.s.b. (Rural King)	160397	10-Safety Shoes Hitchcox 11.5EE-4/6/2025	Paid by Check # 80106		05/13/2025	05/13/2025	05/23/2025	05/23/2025		125.00
4574 - John Deere Financial f.s.b. (Rural King)	196337	10-Safety Shoes Connor 10D-3/19/2025	Paid by Check # 80106		05/13/2025	05/13/2025	05/23/2025	05/23/2025		120.00
4574 - John Deere Financial f.s.b. (Rural King)	198251	10-Safety Shoes Hudson 13W-3/27/2025	Paid by Check # 80106		05/13/2025	05/13/2025	05/23/2025	05/23/2025		124.95
4574 - John Deere Financial f.s.b. (Rural King)	198403	10-Safety Shoes A. Bennington 9.5M-3/28/2025	Paid by Check # 80106		05/13/2025	05/13/2025	05/23/2025	05/23/2025		125.00
4574 - John Deere Financial f.s.b. (Rural King)	199237	10-Safety Shoes Lasher 9-3/31/2025	Paid by Check # 80106		05/13/2025	05/13/2025	05/23/2025	05/23/2025		124.95
4574 - John Deere Financial f.s.b. (Rural King)	199547	10-Safety Shoes J. Werner 11M-4/3/2025	Paid by Check # 80106		05/13/2025	05/13/2025	05/23/2025	05/23/2025		125.00
4574 - John Deere Financial f.s.b. (Rural King)	199649	10-Safety Shoes B. Shipley 10M-4/4/2025	Paid by Check # 80106		05/13/2025	05/13/2025	05/23/2025	05/23/2025		125.00



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<b>Fund 7704 - Self-Insurance</b>										
Department <b>10 - Legal</b>										
Program <b>100000 - Main</b>										
Account <b>52430 - Uniforms and Tools</b>										
4574 - John Deere Financial f.s.b. (Rural King)	199810	10-Safety Shoes Drummond 9.5D-4/5/2025	Paid by Check # 80106		05/13/2025	05/13/2025	05/23/2025		05/23/2025	123.25
4574 - John Deere Financial f.s.b. (Rural King)	284262	10-Safety Shoes R. Pfeiffer 10-4/7/2025	Paid by Check # 80106		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
4574 - John Deere Financial f.s.b. (Rural King)	334633	10-Safety Shoes R. Rhodes 10D-3/28/2025	Paid by Check # 80106		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
4574 - John Deere Financial f.s.b. (Rural King)	334634	10-Safety Shoes D Pitman 10.5EW-3/28/2025	Paid by Check # 80106		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
4574 - John Deere Financial f.s.b. (Rural King)	334860	10-Safety Shoes D. Abrams 11D-3/29/2025	Paid by Check # 80106		05/13/2025	05/13/2025	05/23/2025		05/23/2025	119.99
4574 - John Deere Financial f.s.b. (Rural King)	335144	10-Safety Shoes R. Arthur 13E-4/1/2025	Paid by Check # 80106		05/13/2025	05/13/2025	05/23/2025		05/23/2025	124.95
4574 - John Deere Financial f.s.b. (Rural King)	335145	10-Safety Shoes Burnworth 12EE-4/1/2025	Paid by Check # 80106		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
4574 - John Deere Financial f.s.b. (Rural King)	335279	10-Safety Shoes B. Solbrig 12D-4/1/2025	Paid by Check # 80106		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
4574 - John Deere Financial f.s.b. (Rural King)	335493	10-Safety Shoes Ira 12D-4/2/2025	Paid by Check # 80106		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
4574 - John Deere Financial f.s.b. (Rural King)	335650	10-Safety Shoes Donovan 10M-4/2/2025	Paid by Check # 80106		05/13/2025	05/13/2025	05/23/2025		05/23/2025	99.95
4574 - John Deere Financial f.s.b. (Rural King)	335844	10-Safety Shoes Snedegar 8.5EW-4/3/2025	Paid by Check # 80106		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
4574 - John Deere Financial f.s.b. (Rural King)	335929	10-Safety Shoes J. Werner 9.5B-4/3/2025	Paid by Check # 80106		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
4574 - John Deere Financial f.s.b. (Rural King)	336457	10-Safety Shoes Meadows 10W-4/5/2025	Paid by Check # 80106		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
4574 - John Deere Financial f.s.b. (Rural King)	336481	10-Safety Shoes Dukes 11-4/5/2025	Paid by Check # 80106		05/13/2025	05/13/2025	05/23/2025		05/23/2025	24.99
4574 - John Deere Financial f.s.b. (Rural King)	336594	10-Safety Shoes White 11EE-4/6/2025	Paid by Check # 80106		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
4574 - John Deere Financial f.s.b. (Rural King)	199468	10-Safety Shoes C. Eberle 8.5-3/31/2025	Paid by Check # 80106		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
4574 - John Deere Financial f.s.b. (Rural King)	335772	10-Safety Shoes Wahl 11M-4/3/2025	Paid by Check # 80106		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
4574 - John Deere Financial f.s.b. (Rural King)	335164	10-Safety Shoes - P. Oakley 10.5W-4/1/25	Paid by Check # 80106		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00



# Board of Public Works Claim Register

Invoice Date Range 05/10/25 - 05/23/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 7704 - Self-Insurance</b>										
Department <b>10 - Legal</b>										
Program <b>100000 - Main</b>										
Account <b>52430 - Uniforms and Tools</b>										
1448 - Shoe Carnival, INC	SC1052161	10-Safety Shoes J. Padget 12-3/31/2025	Paid by EFT # 65725		05/13/2025	05/13/2025	05/23/2025		05/23/2025	99.98
1448 - Shoe Carnival, INC	SC1052166	10-Safety Shoes K. Sharp 11-4/5/2025	Paid by EFT # 65725		05/13/2025	05/13/2025	05/23/2025		05/23/2025	110.00
1448 - Shoe Carnival, INC	SC1052183	10-Safety Shoes Z. Sowders 11W-3/31/2025	Paid by EFT # 65725		05/13/2025	05/13/2025	05/23/2025		05/23/2025	110.00
1448 - Shoe Carnival, INC	SC1052184	10-Safety Shoes J. Fox 13W-3/31/2025	Paid by EFT # 65725		05/13/2025	05/13/2025	05/23/2025		05/23/2025	124.98
1448 - Shoe Carnival, INC	SC1052185	10-Safety Shoes K. Ennis 10D-4/4/2025	Paid by EFT # 65725		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
1448 - Shoe Carnival, INC	SC1052186	10-Safety Shoes R. Mingee 10.5-4/2/2025	Paid by EFT # 65725		05/13/2025	05/13/2025	05/23/2025		05/23/2025	99.98
1448 - Shoe Carnival, INC	SC1052188	10-Safety Shoes Jacobs 12-4/2/2025	Paid by EFT # 65725		05/13/2025	05/13/2025	05/23/2025		05/23/2025	99.98
1448 - Shoe Carnival, INC	SC1052189	10-Safety Shoes Aten 9.5-3/31/2025	Paid by EFT # 65725		05/13/2025	05/13/2025	05/23/2025		05/23/2025	104.98
1448 - Shoe Carnival, INC	SC1052190	10-Safety Shoes Carter 9-3/31/2025	Paid by EFT # 65725		05/13/2025	05/13/2025	05/23/2025		05/23/2025	99.98
1448 - Shoe Carnival, INC	SC1052191	10-Safety Shoes Steury 11.5-4/4/2025	Paid by EFT # 65725		05/13/2025	05/13/2025	05/23/2025		05/23/2025	125.00
1448 - Shoe Carnival, INC	SC1052193	10-Safety Shoes R. Chambers 12-4/4/2025	Paid by EFT # 65725		05/13/2025	05/13/2025	05/23/2025		05/23/2025	79.98
Account <b>52430 - Uniforms and Tools</b> Totals								Invoice Transactions	135	\$15,961.84
Account <b>53130 - Medical</b>										
7667 - Steven K Robertson	PHYS CDL-2025	10-reimb for CDL physical-3/10/25	Paid by EFT # 65716		05/13/2025	05/13/2025	05/23/2025		05/23/2025	110.00
5383 - Michael Glenn Sciscocoe	PHYS CDL-2025	10-reimb for CDL physical-3/25/25	Paid by EFT # 65723		05/13/2025	05/13/2025	05/23/2025		05/23/2025	110.00
Account <b>53130 - Medical</b> Totals								Invoice Transactions	2	\$220.00
Account <b>53420 - Worker's Comp &amp; Risk</b>										
7792 - ONB Benefit Administration LLC (JWF Specialty)	BL050725	10-Workers Comp Payments 05/01/25-05/07/25	Edit		05/13/2025	05/13/2025	05/13/2025			5,204.06
Account <b>53420 - Worker's Comp &amp; Risk</b> Totals								Invoice Transactions	1	\$5,204.06
Account <b>53990 - Other Services and Charges</b>										
204 - State Of Indiana	7329678	10-Driver's License Inquiry- 03/31/25	Paid by Check # 80113		05/13/2025	05/13/2025	05/23/2025		05/23/2025	15.00
Account <b>53990 - Other Services and Charges</b> Totals								Invoice Transactions	1	\$15.00
Program <b>100000 - Main</b> Totals								Invoice Transactions	139	\$21,400.90



# Board of Public Works Claim Register

Invoice Date Range 05/10/25 - 05/23/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>7704 - Self-Insurance</b>										
Department <b>10 - Legal</b> Totals								Invoice Transactions	139	\$21,400.90
Fund <b>7704 - Self-Insurance</b> Totals								Invoice Transactions	139	\$21,400.90
Grand Totals								Invoice Transactions	610	\$2,153,527.54

**REGISTER OF CLAIMS**  
**Board of Public Works Claim Register**

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
05/23/25	Claims				\$2,153,527.54

\$2,153,527.54

**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 \$2,153,527.54

**Dated this 20th day of May year of 2025.**

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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\_\_\_\_\_